Dudley Miller Parcels, Roxbury, MA

REQUEST FOR PROPOSALS
For Project Developer
April 26, 2016

Pre-Bid Conference
May 18, 2016

Responses Due: June 27, 2016
I. Introduction

DNI 5, Inc., a wholly owned subsidiary of Dudley Neighbors Incorporated, (individually and together with DNI 5, Inc. "DNI"), is seeking proposals for a developer for the development, construction and ownership of a commercial building to be built on the parcels listed below (the "Project"). The chosen developer's role will be to provide comprehensive development services including, but not limited to, programming the building and arranging for tenants to lease any space the developer does not use itself, arranging financing, identifying and paying all development costs, designing the building and site work, managing construction, and directing all aspects of the proposed Project so as to assure that the Project is best suited to its purpose and goals. DNI, as a long-term actor in the Dudley area, is most interested in finding a developer who will share and help bring to reality its vision for the parcels, as described further below. Developers may propose individually or team with co-developers. In the case of co-development, respondents should be clear about roles among team members.

Parcels, totaling approximately 14,000 sf, included in this RFP are listed below and were transferred from the City of Boston to DNI and recorded on December 31, 2013.

<table>
<thead>
<tr>
<th>Parcel</th>
<th>Number</th>
<th>Ward</th>
<th>Parcel Number</th>
<th>Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>483-483A Dudley Street</td>
<td>Ward 08 - Parcel Number 03128000</td>
<td>approx. 2160sf</td>
<td></td>
<td></td>
</tr>
<tr>
<td>485-487 Dudley Street</td>
<td>Ward 08 - Parcel Number 03129000</td>
<td>approx. 2400sf</td>
<td></td>
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<tr>
<td>Dudley Street</td>
<td>Ward 08 - Parcel Number 03126000</td>
<td>approx. 3800sf</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dudley Street</td>
<td>Ward 08 - Parcel Number 03127000</td>
<td>approx. 3200sf</td>
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<tr>
<td>Miller Park</td>
<td>Ward 08 – Parcel Number 03123000</td>
<td>approx. 1232sf</td>
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<tr>
<td>Miller Park</td>
<td>Ward 08 – Parcel Number 03122000</td>
<td>approx. 1239sf</td>
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</tbody>
</table>

An over-arching goal of the Project is to enhance the surrounding area with a mission-focused, attractive, energy efficient commercial building and maximize the use of local, neighborhood resources and MBE/WBE businesses in its construction. Developer selection will be based on several criteria as outlined below, with particular emphasis placed on the respondent’s history of successful development of this type and commitment to DNI’s goals.

DNI plans to enter into a purchase & sale agreement and eventually a ground lease with the successful respondent based on the terms and conditions of this RFP and the respondent’s response. A full description of the long-term ownership and control is described below in Section IV.

II. Background on DNI and Neighborhood

The Project is an unusual opportunity to build off the growing economy of the surrounding area while preserving affordability.
DNI is recognized as one of the nation’s most successful urban community land trusts and serves as a model for other communities organizing to promote development without displacement and long-term control of the land. DNI is the parent entity for a community land trust created by the Dudley Street Neighborhood Initiative (DSNI) to implement and develop DSNI’s comprehensive, resident-drafted master plan to guide the revitalization of the neighborhood. As of today, more than 30 acres—acres surrounding the Project parcels-- of formerly vacant, blighted land in the Dudley Triangle area have been transformed by community efforts into 225 new affordable homes, a 10,000 square foot community greenhouse, an urban farm, a playground, gardens, and other amenities of a thriving urban village. DNI continues to work hand-in-hand with DSNI’s neighborhood organizing efforts as well as the City of Boston, in order to push forward the vision of a vibrant, diverse and high quality neighborhood.

Working with for-profit and nonprofit partners, DNI has facilitated several developments in the area:

- Brookford/Dalin/Dean Streets, 18-unit homeownership development, 2009
- Dudley Village, 50-unit rental and commercial development, 2009
- Woodville/Julian, 11-unit homeownership and 2-unit rental development, 2005
- Brook Avenue Cooperative, 36-unit rental cooperative development, 1999

**Dudley Area**

Today, the Uphams Corner/ Dudley Square neighborhood is in transition, creating the opportunity to develop a building with high mission outcomes and financial sustainability. Among the factors currently affecting the surrounding area:

1. Transportation. The 2007 opening of the Uphams Corner Fairmount Indigo line station (.4 miles from site) brought commuter rail access back to the neighborhood. The area is also served by multiple bus lines, including those connecting to the Silver line and buses at Dudley Station (1 mile from site).

2. Commercial and Residential Development. Recently, the Dudley area has experienced significant commercial and residential development including construction of the Bolling Municipal Building in Dudley Square and Kroc Center at Uphams Corner. The rise in downtown rents has caused many for-profit and nonprofit organizations to seek space in Dudley locations.

3. Creation of Uphams Corner - Dudley Square Innovation District. The Project will be located in the recently announced Uphams Corner-Dudley Square Innovation District.

**III. Roles of Developer and DNI; Requirements and Goals for Project**

**Roles of DNI and Developer**

The selected developer will plan, implement and own the Project (via a ground lease on the underlying parcels) and be responsible for guiding and covering costs of all phases from pre-development to construction to long-term operation. The building program and goals described here are the result of extensive community input and planning involving neighborhood stakeholders and the City of Boston.

DNI has already supported the development process with the community planning, land acquisition from the City, prospecting for tenancies and preliminary due diligence including a Phase 1. In the future, DNI’s role will be facilitating community process working with selected developer and acting as long-term steward under the ground lease. DNI is committed to assisting the selected developer in any zoning process necessary. To the extent a capital campaign is necessary for the Project, DNI is also open to supporting the selected developer on campaign strategy and implementation. DNI is familiar with the customary requirements of lenders regarding ground leases and will work with the selected developer to ensure DNI’s requirements do not interfere with financing the Project.
**Project Workforce Requirements**

The developer must commit to achieving at a minimum DNI's community workforce participation goals in construction of the Project ("Participation Requirements") based on the Roxbury Strategic Master Plan. These Participation Requirements are:

- Workforce goals: 51% minority participation; 15% female participation; 51% Boston resident
- Contracting goals: 30% MBE, 10% WBE

**Building Design Goals**

DNI seeks proposals which can deliver some or preferably all of the design goals listed below:

- The proposed building height and layout must not impact the lighting conditions required by the greenhouse to the rear of the site, and the building should not shade the greenhouse in any way.
- A highly energy efficient building which is LEED Gold certifiable or higher
- An attractively designed building and surrounding landscaping which will complement and add to the visual character of the area

DNI commissioned a Phase 1 which is available for informational purposes at the following link: [http://www.dudleyneighbors.org/](http://www.dudleyneighbors.org/)

**Building Use Goals and Potential Tenants**

DNI seeks proposals which can deliver some or preferably all of the building use goals listed below:

- The building should strengthen the business district, support and serve local residents and businesses, and create spaces for community use. The building should include commercial or retail space at the ground floor. The second floor and above should consist of additional commercial, office or retail space.
- The building's tenant mix should include mission-aligned tenants that add value to the neighborhood
- Proposed uses such as a sit-down restaurant or café, neighborhood retail, credit union, office and/or co-working space are favored. Proposed uses such as liquor stores, hair salons, check cashing, fast food, dollar stores or nail salons are strongly disfavored.

In the process of laying the groundwork for this RFP, DNI has done significant outreach to potential users of the space. It has identified two financially sound Boston area nonprofits, BPE and the Food Project, interested in upper floor space, both of which have provided letters of interest included as **Attachment B.** Financial information on both BPE and the Food Project is publically available at the MA Attorney General Public Charities division [http://www.charities.ago.state.ma.us/](http://www.charities.ago.state.ma.us/) While DNI is not requiring potential developers to work with these potential tenants, these are users for the space which

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Page 4
align well with Project goals and with a timeline that works with the likely schedule for this Project. The letters of interest are provided to demonstrate these potential tenants’ interest, and in respect of their time, these potential tenants should not be directly contacted by respondents in preparing a response.

Financial Goals

DNI seeks a developer which can create a development plan which is realistic, financially sustainable over the long-term, and can deliver compensation to DNI for its costs acquiring the land, engaging in preliminary due diligence, preparing this RFP, prospecting two potential tenants, and acting as long-term steward under the ground lease. DNI is open to a variety of payment scenarios as compensation including an up-front fee, ongoing payment under the ground lease and/or a broker-fee type arrangement related to the BPE or Food Project tenancies should they go forward. Responses should be clear about proposed method and amount. DNI further seeks a developer which can move the Project forward quickly and efficiently with a desire for construction start within 9-12 months of developer designation.

IV. Form of Agreements and Ownership

The parcels are currently held by DNI 5, Inc., a Massachusetts c. 180 nonprofit which is tax exempt and a DNI subsidiary. For informational purposes, the deed and a draft title commitment indicating the state of title are attached here as Attachment A.

DNI has been involved in several private developments within the Dudley Triangle and is knowledgeable about structures which will serve its mission goals as well as allow the selected developer to obtain financing for, construct and operate the Project. Based on specifics in the developer’s response to this RFP and any further negotiation as part of the selection process, it anticipates entering into a purchase and sale agreement with the selected developer, followed by a construction ground lease, followed by a 65-year ground lease after construction completion. DNI is represented by Goulston & Storrs PC which is experienced in structuring these types of transactions as well as expert in commercially-tested and feasible ground lease arrangements.

V. Selection Process and Criteria; Conflicts of Interest

DNI will select a developer based on its assessment of “best value” for the Project. At its discretion, DNI may interview any or all respondents to this RFP to clarify answers or confirm understanding of the Project goals, scope, and schedule. DNI reserves the right to reject any or all responses associated with this RFP at its sole discretion, and to interview references from any or all of the respondents.

Neither the selected developer, nor any of the developer’s immediate family, nor those with whom s/he has business ties, may be currently or have been within the past twelve months, an employee, agent, consultant, officer, or an elected or appointed official of the City of Boston’s Department of Neighborhood Development or an employee, agent, consultant, or board member of Dudley Street Neighborhood Initiative, Inc. or Dudley Neighbors, Inc. An “immediate family member” shall include...
parents, spouse, siblings or children, irrespective of their place of residence. A developer who does not satisfy these conflict of interest requirements will be deemed ineligible and their proposal will not be considered.

**Evaluation Criteria**

DNI will evaluate all proposals based on the criteria below.

A. Threshold Criteria: Developer’s financial capacity to cover pre-development costs and make necessary guarantees  
B. Project Team and Experience  
C. Project Development Design Plan  
D. Workforce Participation  
E. Proposed Financing Plan

Financial capacity is a threshold criterion which will be based on evaluation of materials submitted in response to Section VI.A. below. Respondents without financial capacity to implement the Project will not be otherwise evaluated. Within each category B through E, responses will be separately scored according to the following:

- Responses which provide strong evidence of qualifications and capacity will be ranked as Highly Advantageous- 3 points.  
- Responses which provide some evidence of qualifications and capacity will be ranked Advantageous – 2 points.  
- Responses which provide minimal evidence of qualifications and capacity will be ranked Acceptable – 1 point.  
- Responses with no evidence of qualifications or capacity will be ranked Unacceptable and receive a score of zero.

After scoring, final scores will be weighed by the following percentages:

- Project Team and Experience – 40%  
- Project Development Design Plan – 30%  
- Workforce Participation – 20%  
- Proposed Financing Plan – 10%

VI. **Response to Request for Proposals**

Please provide succinct responses in your proposal–supported by specific information and examples–to the following queries. **DNI is looking for short and complete responses rather than volume. Responses**
are limited to twelve written pages, not including attachments such as project design documents, resumes, proformas, etc.

A. Threshold Criteria: Financial Capacity

Please indicate your firm's current financial capacity and ability to fund pre-development costs which are likely to be required for the Project. Respondents must demonstrate their creditworthiness and availability of working capital or other sources to cover pre-development costs and guarantees. Respondents may include evidence of creditworthiness appropriate to their proposal including bank reference letters, proposed term sheets or letters of interest in the Project from funding sources.

Respondents must submit three years of audits and/or financial statements as well as year-to-date unaudited financial statements (income statement and balance sheet).

Please provide a list of all recent (within the last 5 years) litigation involving your organization.

B. Project Team and Experience

Identify key members of your proposed project team, and their specific roles and responsibilities. Developers should identify at a minimum their internal team and an architect. If a developer will rely on extensive third-party consulting expertise from an external team member (in for example, project financing), that member and his/her experience should be identified. Please include resumes and projects highlighting relevant experience of the proposed team members in the last 5 years.

Provide information on projects of similar (or larger) scale and type including the name, address, and date completed.

Provide information regarding experience with long-term ownership and maintenance of similar buildings either directly or via property management.

Provide at least three recent references for your work. References may be financing partners, community groups with whom you have worked, or others knowledgeable about your ability to deliver and maintain a building like the proposed project.

C. Project Development Design Plan

Please describe your firm’s plan for the Project including preliminary design of the building (by providing site plan, floor plans, elevations), evaluation of parking needs, and goals for tenant mix. Please describe your plans regarding the level of energy efficiency you will attain. The plan should also indicate readiness to proceed and outline a basic project schedule indicating major milestones including construction commencement and completion.
D. Workforce Participation

Please describe your plan for achieving the Workforce Participation requirements and your firm’s history and record of significant minority, female and Boston resident participation in construction projects in Boston and elsewhere. Respondents must list specific projects and levels of minority, female and Boston resident participation achieved in worker hours and contracting.

E. Proposed Financing Plan

Please describe your plan for financing the Project and achieving sustainable operations. Developers must submit a development pro forma noting sources and uses and a 15-year operating proforma. The narrative as well as development and operating proformas should provide adequate detail to conclude costs are reasonable, understand the types of financing expected, understand developer fees and overhead as well as fees payable to DNI from the development sources and uses and/or via the ground lease.

In providing this financial information, respondents should note development contingencies, capital reserves and operating reserves, and trending assumptions.

Additional Information

Please discuss and provide examples of anything else that should be considered when evaluating your qualifications (e.g., MBE/WBE status, strong ties to the community, locally-based, familiarity with the Dudley community, etc.)

VII. RFP RESPONSE TIMELINE AND PRE-PROPOSAL CONFERENCE

The following is the anticipated schedule and key dates and information associated with this RFP:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Details</th>
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<tbody>
<tr>
<td>RFP Issued</td>
<td>April 26, 2016</td>
</tr>
<tr>
<td>Site Visit and Pre-Proposal Conference</td>
<td>May 18, 2016</td>
</tr>
<tr>
<td>Time: 10 am</td>
<td></td>
</tr>
<tr>
<td>Location: Offices of DNI, 504 Dudley Street, Boston, MA</td>
<td>(attendance by at least one member of a team is strongly encouraged)</td>
</tr>
<tr>
<td>Deadline for Questions regarding this RFP</td>
<td>May 27, 2016</td>
</tr>
<tr>
<td>Questions should be submitted electronically to Tony Hernandez at <a href="mailto:thernandez@dsni.org">thernandez@dsni.org</a> and Jennifer Gilbert at <a href="mailto:jgilbert@vivaconsult.com">jgilbert@vivaconsult.com</a>. Responses will be circulated to those receiving the RFP, those attending the pre-proposal conference and those notifying DNI that they wish to receive responses.</td>
<td></td>
</tr>
</tbody>
</table>
| Responses to Questions circulated | June 6, 2016  
Responses will be circulated to those receiving the RFP, those attending the pre-proposal conference and those notifying DNI that they wish to receive responses. |
|---------------------------------|---------------------------------------------------------------|
| RFP due date by email no later than 5 pm EST | June 27, 2016 by 5pm EST  
Proposals should be submitted electronically to Tony Hernandez at thernandez@dsni.org and Jennifer Gilbert at jgilbert@vivaconsult.com. No paper copies please. |
| Interview date | July 19, 2016  
Respondents are asked to hold this date. DNI will notify teams it wishes to interview of exact time. |

VIII. ATTACHMENTS:

Title Information and Deed  
Letters of Interest – BPE and Food Project

– End of Request for Proposals –
FIDELITY NATIONAL TITLE INSURANCE COMPANY

COMMITMENT

SCHEDULE A

MMOG File No. 16-51020

Effective date: March 16, 2016
at 5:00 P.M.

Prepared For: Goulston & Storrs

Inquiries should be directed to:
Michael H. Marsh, Esq.,
Marsh, Moriarty, Ontell & Golder, P.C.
18 Tremont Street, Suite 900
Boston, Massachusetts 02108
(617) 778-5100

1. *Policy to be issued:

   ALTA OWNERS Policy – 2006 (6/17/06)       Amount $ TBD

   Proposed Insured: DNI 5, Inc., a Massachusetts non-profit corporation

2. The estate or interest in the land described or referred to in this Commitment and covered herein is a fee simple, and title thereto is at the effective date hereof vested by virtue of a Deed dated December 19, 2013 and recorded with Suffolk Registry of Deeds in Book 52542, Page 28, in:

   DNI 5, Inc., a Massachusetts non-profit corporation

3. The land referred to in the Commitment is located at Lots 1 and 2 Miller Park; 483, 485, Lot 1 and Lot 2 Dudley Street, Boston, Commonwealth of Massachusetts, and is described in Exhibit A.

Note: Recorded documents referenced herein are recorded in Suffolk County Registry of Deeds.

*No policies to issue at this time. This commitment is issued to reflect current status of title only, per request.
SCHEDULE B -- Section 1

The following are the requirements to be complied with:

1. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable. Current Certificate of Municipal Liens and current Water and Sewer Certificate and/or evidence of payment of such matters must be obtained in order to modify Schedule B - Section 2, Item 5.

2. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors, labor and materialmen are all paid.

3. Satisfactory review of Tax Lien Case Nos. 44237, 46315, 81002, 81003, 90591, 123053 and 123055 from the Land Court.

4. Receipt of Affidavit executed by the Owner for deletion or modification, as appropriate, of Schedule B-Section 2, Items 1 and 2 hereof.

5. Receipt of current as-built survey and surveyor's report form for deletion of survey exception, which disclose no matters affecting title.

6. The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to approval by the Company, entered as the amount of the policy to be issued. Until the amount of the policy to be issued shall be determined, and entered as aforesaid, it is agreed that as between the Company, the applicant for this Commitment, and every person relying on this Commitment, the Company cannot be required to approve any such evaluation in excess of $100,000.00 and the total liability of the Company on account of this Commitment shall not exceed said amount.

7. Payment of premium at applicable rates and payment of Marsh, Moriarty, Ontell and Golder, P.C. legal fees, and other related expenses. This commitment is effective for a period of six (6) months, only, and may only be relied upon by the person for whom it was prepared. Any reliance upon or use of this Commitment by another person is strictly prohibited and may give rise to a claim in favor of Marsh, Moriarty, Ontell and Golder, P.C. for a fee.

8. Provide evidence satisfactory to the Company that DNI 5, Inc. is in good standing in its state of incorporation and has qualified to do business in the Commonwealth of Massachusetts.

9. Upon full disclosure to the company of the nature and scope of this transaction and its review and approval of the closing documents, including updated Certificate of Title, the company reserves the right to raise such other and further exceptions and requirements as are appropriate.
Conditions

10. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.

11. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.

12. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

13. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

SCHEDULE B -- Section 2

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1. Rights or claims of present tenants, lessees or parties in possession not shown by the public record.
2. Any lien, or right to a lien, for services, labor or material, heretofore or hereafter furnished, imposed by law and not shown by the public records.

3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto the adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.

4. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

5. Liens for real estate taxes and assessments, which become due subsequent to the Date of Policy. Note: Taxes are paid through ______________.

6. Title to and rights of the public and others entitled thereto in and to those portions of the insured premises lying within the bounds of the adjacent streets and ways.

7. Rights and easements set forth in Grant to City of Boston for construction and maintenance of drain or common sewer dated August 30, 1875 and recorded in Book 1289, Page 315.

8. Rights of others in passageways shown on plan in Book 1714, Page 2 and in Book 2394, Page 600.

9. Restrictions and right of reversion in favor of the City of Boston as set forth in Deed dated October 7, 2013, recorded in Book 52542, Page 23.

Note: This policy omits any covenants, conditions or restrictions referred to above, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws except to the extent that said covenants, conditions or restrictions are permitted by applicable state or federal law.

Michael H. Marsh, Esq.  
Authorized Signatory
EXHIBIT A

Parcel 1:

The vacant land, together with any improvements now or hereafter erected thereon, commonly known as Miller Park Lot 1, Boston (Ward 8 Assessor’s Parcel Number 03122000), Suffolk County, Massachusetts.

Parcel 2:

The vacant land, together with any improvements now or hereafter erected thereon, commonly known as Miller Park Lot 2, Boston (Ward 8 Assessor’s Parcel Number 03123000), Suffolk County, Massachusetts.

The above-referenced Parcel 1 and Parcel 2 are also described as follows:

The land with the buildings thereon situated on Dudley Street and being 475 and 477 on said Dudley Street, in that part of Boston, formerly called Roxbury, Suffolk County, Massachusetts, being lots marked “C” and “A” on a plan made by Hyde and Sherry, dated June 26, 1896, recorded with Suffolk Deeds, Book 2394, Page 601, bounded and described as follows:

Together with a right of way and drainage in common with others entitled in said Miller Park throughout its whole extent.

Parcel 3:

The vacant land, together with any improvements now or hereafter erected thereon, commonly known as 483 Dudley Street, Boston (Ward 8 Assessor’s Parcel Number 03128000), Suffolk County Massachusetts.

The above-referenced Parcel 3 is also described as follows:

A certain parcel of land with buildings and other improvements thereon situated, and now numbered 483 on Dudley Street in the Roxbury District of said Boston, bounded and described as follows:

Northeast by Dudley Street, twenty-seven (27) feet;

Southeast in part by lot numbered five (5) on plan and partly

Southwest by lot numbered two (2) on said plan, twenty-seven (27) feet; and

Northwest by land now or late of George P. K. Walker, eighty (80) feet.
Being Lot 6 on a plan made by Garbett & Wood dated February 17, 1886, and recorded with Suffolk County Registry of Deeds in Book 1714, Page 2.

Parcel 4:

The vacant land, together with any improvements now or hereafter erected thereon, commonly known as 485 Dudley Street, Boston (Ward 8 Assessor’s Parcel Number 03129000), Suffolk County, Massachusetts.

The above-referenced Parcel 4 is also described as follows:

The land with the buildings thereon situated in that part of Boston, in the County of Suffolk, Commonwealth of Massachusetts, called Roxbury, now numbered 485-487 Dudley Street, and being shown as Lot No. 5 and a strip of land two 92) feet wide from the northwesterly side of Lot No. 4 on a plan made by Garbett & Wood dated February 17, 1886, and recorded with Suffolk Deeds in Book 1714, Page 2, bounded and described as follows:

Northeasterly by Dudley Street, thirty (30) feet;

Northwesterly by Lot No. 6 on said plan, eighty (80) feet;

Southwesterly by Lot No. 2 on said plan, thirty (30) feet;

Southeasterly by the remaining part of Lot No. 4 on said plan, eighty (80) feet.

Containing 2,400 square feet of land.

Parcel 5:

The vacant land, together with any improvements now or hereafter erected thereon, commonly known as Dudley Street, Lot 1, Boston (Ward 8 Assessor’s Parcel Number 03126000), Suffolk County, Massachusetts.

Parcel 6:

The vacant land, together with any improvements now or hereafter erected thereon, commonly known as Dudley Street, Lot 2, Boston (Ward 8 Assessor’s Parcel Number 03127000) Suffolk County, Massachusetts.

The above-referenced Parcel 5 and Parcel 6 are also described as follows:

The land, with the building thereon, now known and numbered 479-481 Dudley Street in that part of Boston called Roxbury, Suffolk County, Mass. Bounded and described as follows:

Northeasterly by Dudley Street (50) feet;
Southeasterly by Lot 3, as shown on plan hereinafter mentioned (140.33) feet;

Southwesterly by land now or formerly of Masters (50) feet;

Northwesterly by Lot 1, as shown on said plan (139.33) feet.

Containing 6,992 square feet of land, and being shown as Lot 2B on a plan drawn by Alexander Wadsworth, Surveyor, dated July 12, 1875, recorded with Suffolk Deeds in Book 1298 Page End.

Square footage is not insured.
DEED

THE BOSTON REDEVELOPMENT AUTHORITY, a body politic and corporate established pursuant to Massachusetts General laws Chapter 121B as amended, with an address of One City Hall Square, Boston, MA 02201 (hereinafter the "Grantor"), in consideration of One ($1.00) Dollar paid, grants all of its right, title and interest to

DNI 5, Inc., a Massachusetts non-profit corporation, having a business address of 504 Dudley Street, Roxbury, MA 02119 (hereinafter the “Grantee”)

in and to the following parcels (hereinafter collectively referred to as the "Premises"): PARCEL 1:

The vacant land, together with any improvements now or hereafter erected thereon, commonly known as MILLER PARK LOT 1, Boston, (Ward 8 Assessor’s Parcel Number 03122000) Suffolk County, Massachusetts

Being the same Premises described in a Judgment in Tax Lien Case against Turville Realty Inc., dated March 22, 1990 and recorded with Suffolk County Registry of Deeds in

Book 16217, Page 307.

See Land Court Tax Lien case Docket No. 81003.

Said parcel contains approximately 1,239 square feet of land.

RETURN TO: BOSTON REDEVELOPMENT AUTHORITY
One City Hall Square, Boston, MA 02201
PARCEL 2:

The vacant land, together with any improvements now or hereafter erected thereon, commonly known as MILLER PARK LOT 2, Boston, (Ward 8 Assessor's Parcel Number 03123000) Suffolk County, Massachusetts
Being the same Premises described in a Judgment in Tax Lien Case against Turville Realty Inc., dated March 22, 1990 and recorded with Suffolk County Registry of Deeds in Book 16217, Page 306.

See Land Court Tax Lien case Docket No. 81002

Said parcel contains approximately 1,232 square feet of land.

PARCEL 3:

The vacant land, together with any improvements now or hereafter erected thereon, commonly known as 483 DUDLEY STREET, Boston, (Ward 8 Assessor's Parcel Number 03128000) Suffolk County, Massachusetts
Being the same Premises described in a Judgment in Tax Lien Case against REALTY BUILT COMPANY, INC., dated MARCH 26, 1969, and recorded with Suffolk County Registry of Deeds in Book 8276, Page 435.

See Land Court Tax Lien case Docket No. 44237.

Said parcel contains approximately 2,160 square feet of land.

PARCEL 4:

The vacant land, together with any improvements now or hereafter erected thereon, commonly known as 485 DUDLEY STREET, Boston, (Ward 8 Assessor's Parcel Number 03129000) Suffolk County, Massachusetts
Being the same Premises described in a Judgment in Tax Lien Case against Alfredo DeJesus, dated August 17, 1998 and recorded with Suffolk County Registry of Deeds in Book 24399 Page 96.

See Land Court Tax Lien case Docket No. 90591

Said parcel contains approximately 2,400 square feet of land.

PARCEL 5:
The vacant land, together with any improvements now or hereafter erected thereon, commonly known as

DUDLEY STREET, LOT 1, Boston, (Ward 8 Assessor's Parcel Number 03126000) Suffolk County, Massachusetts

Being the same Premises described in a Judgment in Tax Lien Case against Marvin Peck, dated February 22, 2008 and recorded with Suffolk County Registry of Deeds in Book 43417, Page 83.

See Land Court Tax Lien case Docket No. 123055.

Said parcel contains approximately 3,800 square feet of land.

PARCEL 6:

The vacant land, together with any improvements now or hereafter erected thereon, commonly known as DUDLEY STREET, LOT 2, Boston, (Ward 8 Assessor's Parcel Number 03127000) Suffolk County, Massachusetts

Being the same Premises described in a Judgment in Tax Lien Case against Marvin Peck, dated October 11, 2005 and recorded with Suffolk County Registry of Deeds in Book 38444, Page 6.

See Land Court Tax Lien case Docket No. T.L. 123053

Said parcel contains approximately 3,200 square feet of land.

The Premises are conveyed subject to the following restrictions, which shall inure to the benefit of the Grantor herein (City of Boston) and which the Grantee herein by acceptance of this deed for themselves, their heirs, devisees, administrators, executors, legal representatives, successors and assigns covenants to perform:

The Premises are to be used and maintained for commercial or mixed use, with construction limited in accordance with the successful proposal for development of this parcel as determined by the Grantor herein in response to the Request for Proposals the Grantor intends to issue.

The Grantor reserves the right to select the developer which will construct the building, after a full and fair public process by requesting proposals for the development. The City also reserves the right to select the developer which will construct the building on the parcel in the event that the initially designated developer is unable or unwilling to perform, after a full and fair public process by requesting proposals for the
development.

In addition,

a) The Premises shall not be used for unsightly storage or any hazardous purpose;

b) The Premises may not be conveyed, alienated or transferred for the duration of the covenants, conditions and restrictions set forth herein unless approved by the City; and

c) No conveyance, alienation or transfer of the Premises shall be valid in the absence of a Certificate of Compliance issued by the City and until and unless said certificate of Compliance shall have been duly recorded, at Grantee’s expense, with the Suffolk County Registry of Deeds.

This conveyance is subject to the following right of reversion in the City:
Title to the Premises being conveyed herein shall automatically revert to the City upon the recording in the Suffolk County Registry of Deeds and/or Suffolk Registry District of the Land Court, as appropriate, of a Certificate signed by the Director of the Department of Neighborhood Development of the City of Boston certifying that one or more of the following has occurred:

(1) the Grantee has failed to promptly, punctually and faithfully perform, discharge or comply with any of the Grantee’s obligations in accordance with this deed to the Premises, the requirements of the proposed Request for Proposals, the successful applicant’s response to the Request for Proposals and maintain the Premises in good order and condition;

(2) Failure to commence construction of the successful applicant’s development of the parcel in strict compliance with the response to the request for proposal within two years of the date of recording of this deed and completed within one year thereafter;

(3) dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantee;

(4) a change in use of the premises to a use other than the uses allowed by the restrictions above and

(5) the Grantee or any occupants of the premises have failed to maintain the property in a clean, orderly and attractive manner, with landscaping and fencing as appropriate, free of any inappropriate infestation.

By acceptance and recording of this Deed, the Grantee accepts and agrees to the provisions of the above-described right of reversion (“Right of Reversion”).
This Right of Reversion shall expire on completion of construction of the improvements of the Premises, evidenced by a Certificate of Completion signed by the City in a form suitable for recording.

Grantee agrees to report annually to City on its use of the Premises in order to insure compliance and proper maintenance of the Premises.
IN WITNESS WHEREOF, the Boston Redevelopment Authority has caused these presents to be executed in its name and behalf this 19 day of December, 2013.

Approved as to form:

Kevin Morrison
General Counsel

BOSTON REDEVELOPMENT AUTHORITY

By:
Peter Meade
Director

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss

On this 19 day of December, 2013, before me, the undersigned Notary Public, personally appeared the above-named Peter Meade, proved to me by satisfactory evidence of identification, being my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by her voluntarily for its stated purpose, as the duly authorized Director of City of the Boston Redevelopment Authority.

Eileen Erophy
My Commission Expires:
Qualified in the Commonwealth of Massachusetts

EILEEN E. EROPHY
Notary Public
Commonwealth of Massachusetts
My Commission Expires
January 30, 2015
Honor all Men by these Presents,

That we, George P. R. Walker and George Woods Rice, both of Boston, in the County of Suffolk and Commonwealth of Massachusetts, at our true and just account under the Hand of Samuel Walker, late of Boston, in the County of Suffolk, do, for ourselves, our heirs and personal estate, deceased, by virtue of the power given us in and by said Will and in consideration of the sum of Three hundred (300) dollars to us paid by the City of Boston, the receipt of which is hereby acknowledged, do hereby give, grant, convey and assign forever the right, privilege and easement of laying, constructing and maintaining in, through and over the width of land hereinafter described and any and every part thereof a main drain or common sewer together with free and undisturbed right to enter into and upon said lands at any and all times to examine the said drain or sewer and to repair or reconstruct the same. The said parcel of land is situated in that part of said Boston formerly known as Dudley Street and is bounded northeast on Dudley Street; west, southwest on land now or late of Marcin S. Marston; southwest, west, and north on land belonging to us, one hundred feet one hundred and ninety-four feet one hundred and forty-one feet, containing fourteen hundred and seventeen (1,417) square feet, more or less; the middle point of the front of said parcel on Dudley Street is distant one hundred thirty-seven (137) feet northwest from the westerly corner of Brighton Street and Brooks Avenue. Being a part of the parcel of land conveyed to said Samuel Walker by Thomas Jordan by deed dated November 11th, 1876, and recorded with Norfolk Deed 1876 fo. 117. Being shown on a plan of the improvement of the Dwight's Brook, dated July 14th, 1874, and deposited in the office of the Superintendent of Works of said City. We hereby reserve for ourselves, our personal and assigns, the right to occupy and use the said parcel of land at all times in such a manner as shall not interfere with or obstruct the grantees in the exercise of the rights hereinafter
and covenants before granted, and also reserving our successors, heirs and assigns the right at any time, time to time and use the said drain so severly free of any charge for the purpose of draining the whole or any part of our adjoining lands, and that conveyance is also made as the stipulation that if any additions for the building of said drain or sewer shall be hereafter assented upon our adjoining lands the same shall be assumed and paid by said City of Boston that and the right above reserved form a part of the consideration of this conveyance. The said covenants were taken by a resolute and orderly of the Board of Aldermen of said City of Boston approved Aug 19th 1785 for the construction of a main drain or common sewer along the valley of the brook which was from the third line between Roxbury and Dorchester and reference to said resolute and orderly is hereby made. The above named covenants are required in full satisfaction and discharge of all claim and demands for damages costs, expenses, or compensation by reason of said drain and of the construction and main tenance of said drain or sewer of the division of the said brook through said sewer. To have and to hold the said right, privilege, covenants to the said City of Boston its successors and assigns to their use and behoof forever. And not the said George P. H. Walker and George Woods Rice, Trustees as aforesaid for ourselves and our said, executors and administrators a covenant with the said City of Boston, and its assigns to the granted premises are free from all main drains or sewers except said drain, and that we will as our said, executors and administrators shall warrant and defend the same to the said City of Boston and its assigns forever against the lawful claims and demands of all persons claiming by through or under us but against none else. In Witness whereof we the said George P. H. Walker and George Woods Rice, Trustees as aforesaid have hereunto set our hands and seals this twentieth day of August in the year of our Lord one thousand eight hundred and seventy five Geo. P. H. Walker, Geo. Woods Rice, Trusteed and two said, in presence of the world, successors and receiving to our successors, heirs and assigns aforesaid before signing, Andrew Beal, Esq. M. C. and Geo. W. Commonwealth of Massachusetts, Suffolk co. Boston Sept 15th 1875. From personally.
heard the above-named George W. B. Keiley and George Wood, before me, and acknowledged the foregoing instrument to be their free act and deed. Before me, Charles B. Douglass, Justice of the Peace. Approved by J. B. Currie, Esq., City Solicitor.

September 23, 1873. At Two o'clock, and longer continued. G. M. Rosseaux, Engraved and Examiners. [Signature]

Know all Men by these Presents,

That I, Thomas G. Jones, of Boston in the County of Suffolk in the Commonwealth of Massachusetts, for consideration of the sum of five hundred eighty-nine dollars and thirty-two cents ($589.32) paid by the City of Boston, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey to the said City of Boston and its assigns and successors forever, a certain parcel of land situated in the near of said City, bounded on the north by the northerly corner of Boston Street and Dorchester Avenue, and on the west by said Boston Street, and bounded on the east by the northeasterly line of the extension of South Street as established by the Board and Ordinance herein after mentioned, fifty and three tenths (53.3) feet, and on a curve of one hundred five and seventy (105.7) feet radius twenty and one hundred and fifty (20.150) feet; Southwardly, land described in said Ordinance and Ordinals to William Hardy, nineteen (19) feet; Southwardly, land described therein as lying from Alphonse M. Blumenstiel, seventy and seven (76.077) feet, and Northwardly by land described therein as lying from the Capital National Bank, twenty two (22) feet; Containing four thousand four hundred and forty one (4021) square feet more or less. Being a part of the parcel of land conveyed to me by Angelina B. Blumenstiel by deed dated March 14th, 1866, and recorded with Suffolk Deeds, Lib. 472, p. 182. Being shown on a plan made by Thomas H. Davis, City Surveyor, dated June 13th, 1873, and deposited in the office of the said City Surveyor. The above grantee, premised, and the said City of Boston are to be used for the purpose of a public park of said City of Boston, and the said consideration has been received in full satisfaction and discharge of

G. M. Rosseaux, Engraved and Examiners.
DEED

THE CITY OF BOSTON, a Municipal Corporation in the Commonwealth of Massachusetts, acting by and through its Public Facilities Commission by the Director of the Department of Neighborhood Development (hereinafter the “Grantor”), in consideration of One ($1.00) Dollar paid, grants all of its right, title and interest to

THE BOSTON REDEVELOPMENT AUTHORITY, a body politic and corporate established pursuant to Massachusetts General laws Chapter 121B as amended, with an address of One City Hall Square, Boston, MA 02201 (hereinafter the “Grantee”),

in and to the following parcels (hereinafter collectively referred to herein as the “Premises”):

PARCEL 1:

The vacant land, together with any improvements now or hereafter erected thereon, commonly known as MILLER PARK LOT 1, Boston, (Ward 8 Assessor’s Parcel Number 03122000) Suffolk County, Massachusetts,


See Land Court Tax Lien case Docket No. 81003.

Said parcel contains approximately 1,239 square feet of land.

RETURN TO: BOSTON REDEVELOPMENT AUTHORITY
One City Hall Square, Boston, MA 02201
PARCEL 2:

The vacant land, together with any improvements now or hereafter erected thereon, commonly known as MILLER PARK LOT 2, Boston, (Ward 8 Assessor's Parcel Number 03123000) Suffolk County, Massachusetts,

Being the same Premises described in a Judgment in Tax Lien Case against Turville Realty Inc., dated March 22, 1990 and recorded with Suffolk County Registry of Deeds in Book 16217, Page 306.

See Land Court Tax Lien case Docket No. 81002

Said parcel contains approximately 1,232 square feet of land.

PARCEL 3:

The vacant land, together with any improvements now or hereafter erected thereon, commonly known as 483 DUDLEY STREET, Boston, (Ward 8 Assessor's Parcel Number 03128000) Suffolk County, Massachusetts,

Being the same Premises described in a Judgment in Tax Lien Case against REALTY BUILT COMPANY, INC., dated MARCH 26, 1969, and recorded with Suffolk County Registry of Deeds in Book 8276, Page 435.

See Land Court Tax Lien case Docket No. 44237.

Said parcel contains approximately 2,160 square feet of land.

PARCEL 4:

The vacant land, together with any improvements now or hereafter erected thereon, commonly known as 485 DUDLEY STREET, Boston, (Ward 8 Assessor's Parcel Number 03129000) Suffolk County, Massachusetts,

Being the same Premises described in a Judgment in Tax Lien Case against Alfredo DeJesus, dated August 17, 1998 and recorded with Suffolk County Registry of Deeds in Book 24399 Page 96.

See Land Court Tax Lien case Docket No. 90591

Said parcel contains approximately 2,400 square feet of land.
PARCEL 5:

The vacant land, together with any improvements now or hereafter erected thereon, commonly known as **DUDLEY STREET, LOT 1**, Boston, (Ward 8 Assessor's Parcel Number 03126000) Suffolk County, Massachusetts,

Being the same Premises described in a Judgment in Tax Lien Case against Marvin Peck, dated February 22, 2008 and recorded with Suffolk County Registry of Deeds in **Book 43417, Page 83.**

See Land Court Tax Lien case Docket No. 123055.

Said parcel contains approximately 3,800 square feet of land.

PARCEL 6:

The vacant land, together with any improvements now or hereafter erected thereon, commonly known as **DUDLEY STREET, LOT 2**, Boston, (Ward 8 Assessor's Parcel Number 03127000) Suffolk County, Massachusetts,

Being the same Premises described in a Judgment in Tax Lien Case against Marvin Peck, dated October 11, 2005 and recorded with Suffolk County Registry of Deeds in **Book 38444, Page 6.**

See Land Court Tax Lien case Docket No. T.L. 123053

Said parcel contains approximately 3,200 square feet of land.

The Premises are conveyed subject to the following restrictions, which shall inure to the benefit of the Grantor herein (City of Boston) and which the Grantee herein by acceptance of this deed for themselves, their heirs, devisees, administrators, executors, legal representatives, successors and assigns covenants to perform:

The Premises are to be used and maintained for commercial or mixed use, with construction limited in accordance with the successful proposal for development of this parcel as determined by the Grantor herein in response to the Request for Proposals issued by the Grantor on September 30, 2013.

The Grantor reserves the right to select the developer which will construct the building, after a full and fair public process by requesting proposals for the development. The City also reserves the right to select the developer which will construct the building on the parcel in the event that the initially designated developer is unable or unwilling to perform, after a full and fair public process by requesting proposals for the development.

In addition,
a) The Premises shall not be used for unsightly storage or any hazardous purpose;
b) The Premises may not be conveyed, alienated or transferred for the duration of the covenants, conditions and restrictions set forth herein unless approved by the City; and
c) No conveyance, alienation or transfer of the Premises shall be valid in the absence of a Certificate of Compliance issued by the City and until and unless said certificate of Compliance shall have been duly recorded, at Grantee’s expense, with the Suffolk County Registry of Deeds.

This conveyance is subject to the following right of reversion in the Grantor:
Title to the Premises being conveyed herein shall automatically revert to the Grantor upon the recording in the Suffolk County Registry of Deeds and/or Suffolk Registry District of the Land Court, as appropriate, of a Certificate signed by the Director of the Department of Neighborhood Development of the City of Boston certifying that one or more of the following has occurred:

1. the Grantee has failed to promptly, punctually and faithfully perform, discharge or comply with any of the Grantee’s obligations in accordance with this deed to the Premises, the requirements of the proposed Request for Proposals, the successful applicant’s response to the Request for Proposals and maintain the Premises in good order and condition;

2. Failure to commence construction of the successful applicant’s development of the parcel in strict compliance with the response to the request for proposal within two years of the date of recording of this deed and completed within one year thereafter;

3. dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantee;

4. a change in use of the premises to a use other than the uses allowed by the restrictions above and

5. the Grantee or any occupants of the premises have failed to maintain the property in a clean, orderly and attractive manner, with landscaping and fencing as appropriate, free of any inappropriate infestation.

By acceptance and recording of this Deed, the Grantee accepts and agrees to the provisions of the above-described right of reversion ("Right of Reversion").

This Right of Reversion shall expire on completion of construction of the improvements of the Premises, evidenced by a Certificate of Completion signed by the City in a form suitable for recording.
Grantee agrees to report annually to Grantor on its use of the Premises in order to insure compliance and proper maintenance of the Premises.

Statements have been received by the Public Facilities Commission from the Grantee and there has been full compliance with Massachusetts General Laws Chapter 60, Section 77B, Massachusetts General Laws Chapter 7C, Section 38, and Massachusetts General Laws Chapter 44, Section 63A.

For the undersigned’s authority see Instrument recorded with the Suffolk County Registry of Deeds in Book 51860 Page 173 and filed with the Suffolk Registry District of the Land Court as Document No. 820007 and Certificates of Votes annexed hereto.

IN WITNESS WHEREOF, The City of Boston has caused these presents to be executed in its name and behalf this 7th day of October, 2013.

CITY OF BOSTON acting by and through its Public Facilities Commission

Approved as to form:

[Signature]
William F. Sinnott,
Corporation Counsel

BY: [Signature]
SHEILA A. DILLON
Chief of Housing and Director
Department of Neighborhood Development
Hereunto duty authorized

APPROVED:

[Signature]
Thomas M. Menino, Mayor
City of Boston

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss

On this 7th day of October, 2013, before me, the undersigned Notary Public, personally appeared the above-named SHEILA A. DILLON, proved to me by satisfactory evidence of identification, being my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by her voluntarily for its stated purpose, as the duly authorized Director of City of Boston Department of Neighborhood Development

[Signature]
Linda Sue Loska
My Commission Expires: May 7, 2015
Qualified in the Commonwealth of Massachusetts
Harry Smith  
Executive Director  
Dudley Neighbors, Inc.  
504 Dudley Street  
Roxbury, MA 02119

Re: Dudley Miller Project

March 30, 2016

Dear Harry:

On behalf of BPE, I am writing to express our interest in tenancy in the project to be developed on the parcels at Dudley Street and Miller Park (the "Project"). We appreciate your work to make us aware of this opportunity.

For three decades, BPE (formerly the Boston Plan for Excellence) has devised solutions to the toughest challenges faced by Boston's students and teachers by weaving together expertise in teacher training and school development. As a non-profit, we have prepared over 500 teachers for Boston's public schools through the nationally recognized and replicated Boston Teacher Residency (BTR) program and created the Dudley Promise Corps (DPC) to leverage the power of national service to expand learning time, engage families, and provide extra support to students in the Dudley neighborhood. Today, we are redesigning schooling for students and teachers by creating neighborhood-based Teaching Academies, which are in-district, PreK-12 schools, including the Dudley Street Neighborhood Charter School (Grades K-5) and the Dearborn STEM Academy (Grades 6-12). BPE has strong ties to the Dudley community and an office location across the street from one of our teaching academies would only enhance our ability to serve work with our students and families.

We are a financially solid organization seeking to rent space under a five-to-ten-year lease in the Project area. The potential timeline for the Project, assuming readiness for occupancy in late 2017 or 2018, would fit our general timeframe. At this point, we believe our base space and use needs are the following:

- Second and/or third-floor; approximately 6500-7000 square feet of office space
- Access to any shared building facilities if not provided within our space (e.g. bathrooms, staff kitchen)
- Access to shared classroom/workshop space for several meetings per week
- Six parking spaces on-site

We would be more than happy to discuss our needs, timing, rental terms and other requirements in greater detail once a developer has been selected. Again, thank you for making us aware of this opportunity, and we hope you will be successful in finding a developer well-matched to the potential of this Project.

Sincerely,

[Signature]

Shoma Haque
Chief Operating Officer
BPE
Harry Smith, Executive Director
Dudley Neighbors, Inc.
504 Dudley Street
Roxbury, MA 02119

Re: Dudley Miller Project

April 12, 2016

Dear Harry:

On behalf of The Food Project, I am writing to express our interest in tenancy in the project to be developed on the parcels at Dudley Street and Miller Park (the “Project”). We appreciate your work to make us aware of this opportunity.

The Food Project is a nonprofit founded in 1991, with a home in the Dudley neighborhood since 1995. For 25 years, we have cultivated a thoughtful, productive community of youth and adults from diverse backgrounds who work together to build a sustainable food system. We steward 2 acres of urban farmland and a large greenhouse just off of Dudley Street, and we employ 85 young people each year to grow and distribute produce, support home gardeners, and engage residents in building a thriving neighborhood food system. We are excited to explore the possibility of additional office space that serves our current staff and programming needs, especially on a site adjacent to the Dudley Greenhouse, which is a locus of much of our work.

We are a financially solid organization seeking to rent space under a five-to-ten-year lease in the Project area. The potential timeline for the Project, assuming readiness for occupancy in late 2017 or 2018, would fit our general timeframe. At this point, we believe our base space and use needs are the following:

- First or second floor office space; approximately 2000-2500 square feet
- Access to any shared building facilities if not provided within our space (e.g. bathrooms, staff kitchen)
- Access to shared classroom/workshop space for weekend and summer programming
- Two or three parking spaces

We would be more than happy to discuss our needs, timing, rental terms, and other requirements in greater detail once a developer has been selected. Again, thank you for making us aware of this opportunity, and we hope you will be successful in finding a developer well-matched to the potential of this Project.

Sincerely,

James Harrison
Executive Director