

MEMORANDUM OF AGREEMENT

**BY AND BETWEEN
THE DEPARTMENT OF NEIGHBORHOOD DEVELOPMENT
AND
THE BOSTON REDEVELOPMENT AUTHORITY**

This Memorandum of Agreement (“MOA”) is entered into this 17th day of June, 2015, by and between the CITY OF BOSTON, a body politic and corporate and municipal corporation organized and existing pursuant to St. 1909, c. 486, as amended, and other special laws (the “City”), and the BOSTON REDEVELOPMENT AUTHORITY, a body politic and corporate organized and existing pursuant to M.G.L. c. 121B, as amended (the “Authority”). The City and the Authority are hereinafter collectively referred to as “the Parties.”

- WHEREAS: The Winthrop Square Garage, owned by the City and located at 115 Federal Street, Boston Proper, Parcel 0304225000 (“Garage”), is a deteriorated structure which has been discontinued for use as a garage since 2013; and
- WHEREAS: The Off-Street Parking Facilities Board, which had the care, custody and control of the Garage, voted on October 24, 2014 to determine and declare that the Garage site, together with land, air rights and structures thereon, with all appurtenant rights and benefits and subject to all easements of record, was no longer required for public off-street parking purposes pursuant to St. 1946, c. 474, as amended; and
- WHEREAS: The Chair of the Off-Street Parking Facilities Board requested that the Public Facilities Commission take all necessary action for the transfer of the Garage in accordance with all applicable laws; and
- WHEREAS: On June 3, 2015, the Mayor submitted an order to the City Council requesting that the Garage be declared surplus property and that care, custody and control of the Garage be transferred to the Public Facilities Commission; and
- WHEREAS: The Department of Neighborhood Development’s (“DND”) mission, among others, is to set and implement the City’s housing policy, manage the City’s real estate portfolio, and strengthen Boston’s small businesses; and

WHEREAS: DND disposes of surplus City-owned properties such as schools, small municipal buildings, and vacant land that are then typically redeveloped into affordable housing opportunities or community gardens; and

WHEREAS: The Authority is charged with the City's urban renewal efforts and serves as the City's urban planning and economic development agency; and

WHEREAS: The Authority plays a significant role in large-scale commercial developments throughout the City, and, in particular, the City's downtown; and

WHEREAS: Given the significant economic and development implications associated with the redevelopment of this parcel, the Parties agreed that the Authority is the more appropriate entity to manage the disposition of this property; and

WHEREAS: To ensure the appropriate distribution of funds from the ultimate conveyance or lease of the property, the Parties agree as follows:

1. The City acting by and through the Public Facilities Commission will convey the Garage to the Authority on the express condition that any and all net proceeds from the sale or lease of the Garage be the property of the City.
2. "Net proceeds" is defined as the sale price or any lease payments, minus the cost to the Authority of advertising for proposals, analyzing the proposals with such staff and outside experts that the Authority deems appropriate, the management, maintenance, and repair of the Garage before disposing of the property through sale or lease, and any other necessary costs incurred in connection with the disposal of the Garage.
3. The City will deposit all funds realized from the sale or lease of the Garage into the Surplus Property Fund in accordance with St. 1982, c. 190, s. 24.
4. The Public Facilities Commission shall include the terms of Paragraphs 1 through 3, above, in any vote to convey the Garage to the Authority, and shall make such vote conditional upon authorization of the Authority Board committing to incorporating the terms of Paragraph 1, above, into the Authority Board's approval of the disposition of the Garage to a selected developer.
5. The Authority shall keep accurate and comprehensive records concerning funds realized from the sale or lease of the Garage, as well as the costs incurred by the Authority as outlined in paragraph two of this MOA.

6. This MOA constitutes the entire agreement between the Parties with respect to their individual and collective roles and responsibilities in carrying out the terms of this MOA and supersedes any prior or contemporaneous agreements or understandings.
7. This MOA or any part hereof, may be amended from time to time hereafter only in writing executed by the Authority and the City.
8. This MOA shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.
9. This MOA shall be deemed to become effective as of the date it shall be executed by all Parties hereto (the "Effective Date").
10. This MOA commences on the effective Date and shall remain in force and effect until terminated in writing by or on behalf of the Parties, executed by duly authorized representatives.

IN WITNESS WHEREOF, the Parties hereto have caused this MOA to be executed by their respective duly authorized representative.

CITY OF BOSTON:

By: Robert Gebret
for Sheila Dillon
Director
Department of Neighborhood Development
Public Facilities Commission

By: Sally Glora
Sally Glora
City Auditor

Approved as to Form:

Eugene L. O'Flaherty
for Eugene L. O'Flaherty
Corporation Counsel *del*

BOSTON REDEVELOPMENT
AUTHORITY:

By: Brian P. Golden
Brian P. Golden
Director
Boston Redevelopment Authority

Approved as to Form:

E. Renee LeFevre
E. Renee LeFevre
General Counsel *SPN*