

## AGREEMENT

### 63-69 Brimmer Street, Boston

This agreement entered into as of December 8, 2003, between **Park Street Kids, Inc.**, a Massachusetts corporation ("Owner") with a mailing address One Park Street, Boston, Massachusetts 02108, and the **Beacon Hill Civic Association, Inc.**, a Massachusetts non-profit corporation ("BHCA") whose address is 74 Joy Street, Boston, Massachusetts 02114.

WHEREAS, the Owner owns a parcel of land and the building thereon located at 63-69 Brimmer Street, Boston, Massachusetts by virtue of a deed from Emerson College dated May 15, 2003 and recorded in the Suffolk County Registry of Deeds in Book 31449, Page 113 ("Property");

WHEREAS, the Owner and its predecessor applied to the City of Boston Board of Appeal for a conditional use permit, variance and interim planning permit (the "Zoning Approvals") to allow renovation of the existing four-story building on the Property (the "Building") for occupancy as an elementary school for up to 235 students in the first through sixth grades and having a teaching and administrative staff of approximately 35 ("School"), all in accordance with a set of plans entitled "Park Street School, 63-69 Brimmer Street, Boston, Massachusetts", prepared by Mills Whitaker Architects, dated May 30,, 2003, copies of which have been filed with the Board of Appeal and BHCA (the "Project Plans"); the Project Plans together with the petition to the Board of Appeal are referred to herein as the "Application");

WHEREAS, BHCA, which with its predecessor has acted on behalf of the Beacon Hill neighborhood in such matters for over eighty years, generally opposes, in the absence of unusual circumstances, granting of conditional use permits and variances in the residential areas of Beacon Hill;

WHEREAS, the Building has been used since its construction in 1913 as a school, first the Brimmer School, an elementary school drawing students from Beacon Hill and the Back Bay, and most recently by Emerson College, whose students lived in nearby dormitories and apartments. Students walked to and from the school: the school generated very little automobile traffic. The School proposed by the Owner will draw a significant portion of its students from a larger area. While some will travel to and from the school on foot, many will travel to and from the school by automobile, bus and public transportation;

WHEREAS, Brimmer Street is one of the narrow streets on Beacon Hill and a major route for vehicles leaving the so-called Flat of the Hill. It has a single travel lane that is easily obstructed and congested by vehicles loading and unloading and by vehicles having difficulty making turning maneuvers where Brimmer Street intersects with Beaver Place, with Byron Street and with Chestnut Street;

WHEREAS, Owner and BHCA are cognizant of the strong concern expressed by residents of the adjacent residential area about the potentially detrimental impact on the surrounding neighborhood of certain aspects of the operation of the School. The potential detrimental impacts include, without limitation, noise from school activities disturbing an otherwise quiet residential neighborhood, and impairment of access to and from properties on adjacent and nearby streets caused by school-related traffic on one-lane streets, and impeding of access by ambulances, fire trucks and other emergency vehicles;

WHEREAS, the Owner has cooperated with BHCA and a subcommittee of abutters and BHCA members to agree on measures intended to mitigate any adverse effects of the proposed project;

WHEREAS, BHCA also recognizes that there is support in the neighborhood for the School provided that its activities are so conducted as not to exacerbate traffic congestion, litter problems and late night noise in the residential neighborhood;

WHEREAS, the Owner desires the support of the neighborhood, including, in particular, BHCA, for the applications mentioned above;

WHEREAS, after due notice and a public meeting, BHCA has determined that, if operated in strict compliance with the conditions set forth below, the proposed uses will adequately comply with the requirements of BHCA Zoning and Licensing policies and will reasonably satisfy the concerns of the neighbors;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby, acknowledged, and in further consideration of the mutual agreements herein contained, the parties hereto do hereby covenant and agree as follows:

1. BHCA will not oppose before any agency or authority of the City of Boston the requested zoning relief for the Property as set forth in the Application, subject, however, to the approval of any matter within the jurisdiction of the Beacon Hill Architectural Commission (the "Architectural Commission") by the Architectural Commission;

2. The Owner agrees to abide by, perform and observe (and, as applicable, to cause any tenant from time to time of the Property to abide by, perform and observe) each and every condition in Exhibits A, B and C attached hereto and further agrees to restrict the use of the Property in conformity with the conditions set forth in Exhibits A, B and C so that the Property may be used only as and for the purposes described in Exhibit A, and subject to the conditions set forth in Exhibits B and C, and in no other manner nor for any other purposes.

3. The agreements, covenants and conditions herein contained shall be covenants burdening the Property and shall be binding upon the Owner and upon its successors and assigns, including without limitation, any tenant, subtenant, assignee, or purchaser of the Property, it being understood and agreed that each of the agreements, covenants and conditions herein contained shall run with the land and inure to the benefit of BHCA, its successors and assigns, in its capacity as a civic organization representing the interests of residents and property owners on Beacon Hill, and shall remain in effect for a period of thirty (30) years from the date hereof, subject to extension for a future period of twenty (20) years by BHCA by action of its Board of Directors and written notice thereof within the final year of the initial thirty (30) year period. Notwithstanding the foregoing, the Owner may apply to BHCA for reconsideration of one or more of the conditions herein set forth, and BHCA will consider such application in light of its then-existing policies either at 10-year intervals or based on changed conditions. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement shall be severable. The failure of BHCA to seek redress for a violation of, or to insist upon strict performance of, any provision or condition of this Agreement shall not be deemed a waiver of such violation nor prevent a subsequent act, which would have originally constituted a violation, from being a violation. Notwithstanding the foregoing, the agreements, covenants and conditions set forth herein shall burden the Property and be binding upon the Owner and upon its successors and assigns only with respect to the use of the Property as a school. Nothing herein shall limit the right of the Owner and its successors and assigns, including any mortgagee upon taking title to the Property, to cease operating the Property as a school and to adopt any alternative use and thereafter not be bound by the agreements, covenants and conditions set forth herein as long as the Property is not used as a school; provided, however, that any such alternative use will be subject to all applicable building and zoning laws, and nothing herein is intended to imply the support of the BHCA, or the neighbors or abutters, or the conditions the BHCA might require to support, any such alternative use.

4. The agreements, covenants and conditions herein contained shall also be for the benefit of the persons identified on Exhibit D attached hereto, and their successors and assigns, whose properties are located near the Property and who have a significant interest in the Owner's compliance with these agreements, covenants and conditions. The agreements contained herein shall be covenants running with the land for the benefit of properties abutting and nearby to the Property, including without limitation the properties identified on Exhibit D.

5. It is mutually agreed that in the event of any controversy arising out of or relating to this Agreement or breach thereof, the parties shall use their best efforts to settle the dispute by direct negotiations between individuals with full settlement authority. If the dispute is not settled promptly through negotiation, BHCA or Owner may submit the dispute to mediation under the applicable Mediation Rules of the American Arbitration Association. Thereafter, any unresolved controversy or claim arising out of this Agreement, or breach thereof, shall be decided by binding arbitration in accordance with the commercial Arbitration Rules of the American Arbitration Association. The arbitrator shall determine the existence of any controversy or breach, make such findings as are reasonable and necessary and enter an award of injunctive relief and costs that are consistent with said findings. Judgment upon the award entered by the arbitrator may be enforced as hereinafter set forth, filed with any licensing or administrative board, or entered in any court of competent jurisdiction.

6. This Agreement, including the terms and conditions set forth in the exhibits, may be amended and modified only by written instrument executed by Owner and BHCA. Any such amendment shall be effective upon recording in the Suffolk Registry of Deeds.

7. In the event that (1) the Owner withdraws its application for the Zoning Approvals, or (2) the Zoning Approvals are not granted, or (3) if the Owner otherwise does not proceed to develop the Building for a school, then upon written notice by Owner to BHCA, this Agreement shall terminate and all rights of the parties hereto shall cease. Such notice must contain evidence reasonably satisfactory to BHCA that either (a) no zoning relief or approval has been granted with respect to the Property and Owner has withdrawn all applications for such relief or (2) all such relief has been abandoned and relinquished. In the event of termination of this Agreement pursuant to this provision, BHCA and Owner shall execute and deliver an instrument of termination in recordable form containing such representations as either party reasonably deems necessary.

8. It is further agreed that in the event the Owner or its successors or assigns shall have been found to be in violation of any of the provisions of this Agreement by either an arbitrator or a court of competent jurisdiction, the damage to BHCA, the parties identified on Exhibit D, and the Beacon Hill neighborhood resulting therefrom shall be actual, substantial and irreparable, but that it will not be possible to ascertain even approximately the monetary amount of such damage. Accordingly, the parties agree that BHCA shall be entitled to an injunction and all other appropriate equitable relief as it shall request from any judicial tribunal to compel the Owner to comply with any and all provisions of this Agreement and to enforce the same. For purposes of this section the parties agree that they shall, at the election of BHCA, submit to the jurisdiction of either the Housing Court of the City of Boston or the Superior Court sitting for Suffolk County.

[Continued on next page]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed under seal as of the date first set forth above.

**PARK STREET KIDS, INC.**

By: John Zvara  
John Zvara, President

Sharon McAfee  
Sharon McAfee, Treasurer

**BEACON HILL CIVIC ASSOCIATION, INC.**

By: Jeannette Herrmann  
Jeannette Herrmann, President

By: John Achatz  
John Achatz, Co-chair  
Zoning and Licensing Committee

COMMONWEALTH OF MASSACHUSETTS

County of Suffolk, ss.

Before me, a notary public in and for said county and State, there personally appeared John Zvara, and did make oath that he is president of Park Street Kids, Inc., a Massachusetts corporation, and that the foregoing instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and he did acknowledge said instrument to be the free act and deed of said corporation, this 9<sup>th</sup> day of December, 2003.

Randall R.  
, Notary Public

My commission expires: 9/23/2005

COMMONWEALTH OF MASSACHUSETTS

County of Suffolk, ss.

Before me, a notary public in and for said county and State, there personally appeared Jeannette Herrmann, and did make oath that she is president of the Beacon Hill Civic Association, Inc. and that the foregoing instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and he did acknowledge said instrument to be the free act and deed of said corporation, this 12<sup>th</sup> day of December, 2003.

David L. Thomas, Jr.  
DAVID L. THOMAS, JR., Notary Public

My commission expires: 6/11/04

Exhibit A

**GENERAL CONDITIONS**

1. The entire exterior design of the Building and any modifications are subject to approval by the Beacon Hill Architectural Commission (the "Architectural Commission") and no construction shall commence without such approval. The Building shall be constructed in accordance with the Project Plans except as otherwise approved by BHCA in writing, provided that BHCA agrees not to unreasonably delay or withhold such approval with respect to changes required or suggested by the Board of Appeal or the Architectural Commission so long as such changes do not have a material adverse effect on the abutters and/or the neighborhood.
2. The Owner shall cooperate with a Liaison Committee of BHCA whose members will be appointed from time to time by the President of BHCA to monitor and enforce this Agreement. The Liaison Committee will also advise the Owner on concerns of Beacon Hill residents. Owner and BHCA agree to use all reasonable efforts to work cooperatively on matters that effect the neighborhood and the school.
3. The Owner shall inform BHCA in writing of the name or names and telephone number(s) of the current and any proposed Building manager and shall designate a person with full authority to act for the Owner with respect to operational matters who will be immediately available at the Building during all operating hours to correct problems and respond to concerns.
4. Sidewalks and gutters abutting the Property will be kept free of refuse and litter at all times; and such sidewalks will be kept clear of ice and snow and sanded if slippery.
5. As a condition precedent to initial and continued operation, the Building's HVAC systems shall be designed, constructed and maintained so as to (a) prevent the emanation of objectionable odors from the Building, and (b) cause no noise and/or vibration which might reasonably be found to disturb abutters or materially increase ambient noise levels at street level. Such systems will be mounted on the Building's roof at the maximum feasible distance from each abutting building, such units to be shielded acoustically and visually from residences on Beaver Place, Brimmer Street and Chestnut Street with ventilation achieved primarily through upward facing vents. If, despite Owner's compliance with the foregoing, residential abutters deem noise from such systems to be unacceptable, the Owner and its sound engineer shall work with abutters and BHCA in good faith to achieve, at Owner's expense, the reduction of such noise to acceptable and legal levels.
6. Construction of the Building shall be in accordance with the Application. The Owner shall use best efforts to complete the exterior Improvements no later than August 2005. All exterior features, including, without limitation, signage and ventilating equipment, shall be reviewed in advance by the BHCA Architecture Committee, the Owner hereby agreeing to consider in good faith any modifications suggested by said Committee. The Owner shall not submit an application for a "Certificate of Appropriateness" to the Beacon Hill Architectural Commission prior to completing this review of exterior features with said Committee.
7. Signage at the Property shall comply with applicable municipal codes, ordinances and regulations, and shall be subject to approval under Condition 6 above; provided that no neon, fluorescent or other illuminated signs or works will be placed in any window of the Property.

8. Any exterior security lighting shall be shielded so as to light only the area under it and to prevent glare which would be visible at nearby residences. The Owner shall direct or shield all lights at the Property and shall regulate the intensity thereof so as to minimize the impact on such residences, particularly after midnight.
9. Trash, garbage and refuse ("trash") from the Property shall be stored indoors until pick-up by a commercial removal firm. The Owner shall inform BHCA in writing of the trash pick-up schedule. Trash shall be placed in sturdy, covered containers and trash and trash containers shall be left outdoors only between 2:00 a.m. and 6:00 a.m. or, during the hours of 6:00 a.m. and 2 p.m., for the period from one hour before until one hour after the scheduled pick-up time. No use of Brimmer Street shall be made for trash pick-up. Among other things, this provision is specifically intended to prohibit the placement of a dumpster outside of the Building.
10. Deliveries of materials and supplies to or from the Property shall be made only via the Beaver Place and Chestnut Street entrances and delivery, trash removal and service vehicles shall not be permitted to stop, stand or park on Brimmer Street. Deliveries, trash removal and service calls shall be scheduled and conducted so as to minimize noise in the residential area during sleeping hours and minimize congestion on Brimmer Street.
11. No request shall be made to convert any metered or unmetered parking space on Brimmer or Chestnut Street to a loading zone, valet or other restricted parking area.
12. Permitted uses of the Building shall be for an elementary school from kindergarten through grade six and not as a secondary school or for grades higher than grade six.
13. Upon the effective date of the proposed conditional use permit to use of the Building pursuant to Use Item 16 of the Boston Zoning Code, any prior conditional use permit or nonconforming use of the building shall be deemed abandoned.
14. The established hours of operation shall be limited to 7:30 a.m. to 6:00 p.m., excluding administrative and maintenance staff, on no more than 200 school days in each calendar year, with additional use for events on up to fifteen evenings and weekend days per year; provided, however that the premises shall not be rented out or made available for use by private parties or for commercial activities; provided, further, however that the limitations set forth in this provision shall be subject to modification or variance by concurrence of the President of the BHCA and the Chair(s) of its Zoning and Licensing Committee acting upon the recommendation of the Liaison Committee established above.

Exhibit B

**CONSTRUCTION CONDITIONS**

1. Prior to excavation or construction the Owner shall in accordance with city and state law obtain all necessary street and sidewalk permits and erect required barriers, fences and canopies over the sidewalks for the protection of pedestrians.
2. Prior to excavation all abutting owners, including the Proprietors of Beaver Place, shall be notified. A survey and record shall be made of the structural condition of the abutting properties, 124 Chestnut Street and 7 and 11 Beaver Place, the Abutters. Each owner of a surveyed property shall promptly be provided a copy of the survey and record.
3. All Builders Risk, Liability, Personal Injury or Property Damage insurance coverages carried by the Owner and/or their contractors or subcontractors shall list the Abutters as 'additional named insureds' and each shall promptly be given certificates of insurance.
4. All reasonable precautions shall be taken by the Owner and /or their contractors and subcontractors not to block any adjacent street during or after the construction.
5. Construction activities, including deliveries, shall take place only on weekdays and Saturdays between 7:00 A.M. and 5:00 P.M. unless exceptional circumstances require activities or deliveries at other times.
6. The Owner shall designate a responsible person on a full-time basis to channel all concerns and complaints from the community and the Beacon Hill Civic Association to the Owner for prompt response and resolution and shall have a communications system in place and announced to receive such concerns and complaints on a 24- hour basis.
7. The Owner will develop a traffic plan with the Boston Transportation Department to minimize traffic disruption.
8. The Owner will require that its contractors and subcontractors take extra efforts to keep the abutting properties, streets and sidewalks clean and free of construction debris and further to strictly adhere to applicable air quality and noise pollution regulations.
9. The Owner will not displace public parking for more than one dumpster, at a location to be determined and subject to reasonable approval of the chair of the BHCA Traffic and Parking Committee, and will not apply for or permit its contractors to apply for or use so-called reserved construction space for any purpose other than live loading and unloading.
10. The Owner and its contractors and subcontractors will cooperate with a Liaison Committee to be designated from time to time by the Beacon Hill Civic Association to enforce this agreement.
11. The Owner shall be permitted and required to erect and maintain staging the full height of the proposed building with suitable mesh and/or tarpaulins to contain debris and dust and a temporary fence on its property; the staging shall have suitable overhangs to permit cars and trucks to pass beneath and to prevent injury to pedestrians and damage to vehicles. The staging and fence shall be removed as soon as practical after the exterior of the building is completed.
12. As soon as practical after the exterior of the building is completed the Owner shall rebuild any sidewalks adjacent to its property that have been damaged by construction, or are otherwise not in

good condition, with red brick paving. and shall install bollards sufficient in number and size to keep cars off the sidewalk adjacent to the Owner's property.

13. Owner shall take all practical measures to contain dust and debris during the construction period. Owner shall sweep and otherwise cleanup the area around the project at least daily.



Exhibit C  
**TRAFFIC ACCESS PLAN**

As used in this Exhibit, "school" and "Park Street School" and similar words and phrases refer to the Owner and its successors, assigns, tenants and licensees, and any other entity occupying or operating the Property.

**Goals**

- Safety of Park Street School students
- Minimize vehicle trips on Beacon Hill's internal, residential streets neighborhood
- No change in the use or designation of the existing resident or visitor parking spaces on the interior of Beacon Hill
- Daily management of trips to and from Park Street School and enforcement of the operational controls outlined below.
- Assure the long term commitment to the operations plan outlined below

**School Hours of Operation**

- Monday through Friday, when school is in session, the school will open at 7:45 am and close at 5:30 pm. School starts at 8:15 am and ends at 3:15 pm with extended day programs concluding at 5:30 pm. Pick-up hours at school dismissal will be staggered to minimize vehicle queuing. The school hours are coordinated with the City of Boston School Department to assure that sharing of the Boston City School bus with other private schools is not in conflict. The school recognizes the City of Boston Public School calendar for school closings, both scheduled and unscheduled (snow days).
- Nights and weekends the school is closed for students and any Park Street Church or other third party event without the expressed written consent of the BHCA unless open for a scheduled school-related special event. School-related special events include open houses and special student activities. The school-related special events that will be held at the school will be limited to 15 per academic year. Programmed parent - teacher conferences are held twice a year and un-programmed parent teacher conferences will be held on an individual basis. Evening school-wide special student activities will be held at the Park Street Church.

**Park Street School Parking and Transportation Resources**

- Three private parking spaces exist on Beaver Place. These spaces will be used on a limited basis for student pick-up and drop-off. The scheduled times are: school opening; school dismissal; and extended day dismissal. At all other times during the day these spaces will be used for emergency pick-up and school deliveries. After hours these spaces may be used for parking by the school. School faculty and staff

will not park on Beaver Place during the school hours-of-operation. Signage will be provided at this location noting the above restrictions and allowed uses.

- The City of Boston school bus system is available to all City of Boston residents that live one or more miles from the school. These buses currently serve the Advent School, located on Brimmer Street, with drop-off and pick-up on Mount Vernon Street.
- The school is located within walking distance from the MBTA Red and Green Rapid Transit Lines. The Red line stations are located at Park Street and Charles/MGH; the Green line stations are located at Park Street and Arlington Street.
- The area is served by MBTA Bus Routes 43 and 55, which both stop at the intersection of Beacon Street and Charles Street.
- For special student activities, held at night, the Park Street School has arranged for discounted parking at the Boston Common Garage. This discounted parking will begin after 4:00 pm on the evenings of these events.

#### Student Drop-Off and Pick-Up Areas

- Beaver Place – The three private parking spaces on Beaver Place will be used for student drop-off and pick-up on a limited basis. This location will be structured for preferential use by handicapped and car pool participants. This will be controlled by 3 individual passes, unless a greater amount is agreed to by agreement with the Beaver Place residents, for each daily period for drop-off and pick-up and will be monitored by Park Street staff at scheduled times. No Park Street School-related traffic shall queue on or otherwise obstruct Beaver Place and adjacent garages or parking spaces in connection with these drop-off and pick-up activities.
- Beacon Street, between River Street and Brimmer Street, will be used for drop-off and pick-up and monitored by Park Street School staff at scheduled times.
- The drop-off will be accommodated by the use of the dedicated loading zone spaces from 7:45 am to 8:15 am Monday through Friday. Additional metered parking spaces will be used as they become available when the meter hours of operation begin.
- The pick-up will be accommodated by the use of the dedicated loading zone that currently exists at Beacon Street and Brimmer Street from 3:15 pm to 3:40 pm. This will be structured as a staggered student pick-up program and students will be assembled along the sidewalk.
- Park Street School shall insure that queuing and standing activity does not exceed BTM requirements for this locale and in no event interferes with vehicles entering Beacon Street from intersecting streets.
- The operations listed below will be followed in all weather conditions, snow removal at these areas will be completed by Park Street School.
- Access routes are shown on the attached plan.

## Staffing of Student Arrival and Departure Locations

- Non-walking students will arrive at one of three locations: Beaver Place; Beacon Street; or Mount Vernon Street. These three locations will be staffed by Park Street School personnel to ensure the safety of the students and control of vehicle queuing. School staff will use hand held communication devices to assist in field coordination. There will be a minimum of 10 staff members in place for drop-off and pick-up and the staff will be in position prior to the start of the activities. Parents will not get out of the vehicle
- Beaver Place: Staff members will be assigned to Beaver Place to assist with the student exchange. The staff member will get the student in and out of the car and lead the student into the building via the door on Beaver Place. An additional staff member will be at the intersection of Beaver Place and Brimmer Street monitoring and directing traffic and will ensure that early arriving vehicles do not block Beaver Place.
- Beacon Street: Two teams of staff members will be assigned to Beacon Street to assist in drop-off and pick-up, one team will assist in the unloading and loading of students while a second team will assemble the group at Brimmer Street to assure an orderly and safe travel to the school entrances.
- Bus drop-off and pick-up on Mount Vernon Street: At drop-off, a team of Park Street School staff will assemble the students getting off the buses and walk them to the school entrance on Brimmer Street. At pick-up, the staff will walk the students to the bus-pick up location.
- Additional Park Street School staff will be stationed in front of the school on Brimmer Street to assure that students are not dropped off or picked up on Brimmer Street or Chestnut Street. The school will identify and implement an appropriate system to penalize parents who violate this restriction.
- Walking Students – All students that walk or take independent public transportation will arrive at the school entrance at Brimmer Street. Students arriving by this method will be supervised by individual parents up to the school location.

## Instructions to Parents

- The school will provide drop-off, pick-up and parking instructions in a Student/Parent Handbook.
- The school will clearly indicate the traffic and operations policies and determine the student's method of transportation during the admissions process.
- The school will provide periodic updates to parents in a newsletter that will have a traffic column to continually reinforce the operations plan.
- The school will provide notices for all meetings and special events that clearly indicate parking locations and operations as well as contain a reminder that the participants need to respect the neighborhood.
- The school will train the field staff who will be providing on site instruction and management.

- The school will hold neighborhood meetings, once the school is in operations, to discuss the traffic and operations plan.

#### Incentives to Assure the Operations Plan is Adhered to

- Admission priority will be given to Park Street Kids students, Beacon Hill residents and residents within one mile of the school.
- Provide a car-pooling coordination service that will match families with similar travel patterns and manage the coordination of parents. This will include matching car pool participants with students from other area schools.
- Removal of Beaver Place drop-off/ pick-up passes for violators of the Beaver Place regulations.
- Form a Beaver Place Association to share in the cost of street maintenance and snow removal.

#### Additional Initiatives

- Park Street School has approached the Division of Urban Parks and Recreation regarding the use of Mugar Way as a potential drop-off and pick-up location to supplement the plan currently in place. The proper and controlled use of this area would be beneficial to both the school and the neighborhood and the school is committed to using diligent and reasonable efforts to investigate this option in conjunction with the Beacon Hill Civic Association and affected parties.

## Exhibit D

**BENEFITED PARTIES**

<i>Property address</i>	<i>Now or formerly owned by</i>	<i>Suffolk Deeds Title Reference</i>
7 Beaver Place	Katherine S. Morse	Book 24387, Page 226
11 Beaver Place	Shelley H. Morse	Book 24387, Page 227
15 Beaver Place	Beaver Place Joint Venture	Book 25332, Page 334
21 Beaver Place	Beaver Place Joint Venture	Book 25332, Page 336
27 Beaver Place	James M. Micali	Book 24908, Page 342
31-35 Beaver Place	Malcolm Pirmie	Book 22267, Page 184
37 Beaver Place	Augustus J. Fabens, Trustee	Book 23175, Page 42
43 Beaver Place	George LaPerle	Book 32080, Page 236
52 Brimmer Street	Nancy Huntington	Book 14581, Page 62
70 Brimmer Street	Brimmer Street Garage Condominium Trust	Book 9267, Page 42
71 Brimmer Street	The Vincent Club	
124 Chestnut Street	Alan C. and Madya Aisenberg	Book 21937, Page 37
128 Chestnut Street	Aida C. Glasser	Book 23509, Page 82
77 Beacon Street	Michael C. Stone, Trustee	Book 18559, Page 205
86 Beacon Street	86 Beacon Street Condominium Trust	Book 9993, Page 211
87 Beacon Street	87 Beacon Street Condominium Trust	
88 Beacon Street	88 Beacon Street Condominium Trust	
89 Beacon Street	Thomas J. Dokton, Trustee	Book 21968, Page 91
90 Beacon Street	90 Beacon Street Condominium Association	Book 17316, Page 67
91 Beacon Street	David Podolsky, Trustee	Book 25522, Page 279
92 Beacon Street	92 Beacon Street Condominium	
31 Lime Street	Richard W. Gleeson	Book 16837, Page 151
32 Lime Street	Laura L. Ulvstad	Book 19917, Page 187

**JOINDER OF MORTGAGEE**

Grant M. Wilson, not individually but as trustee of the GMW Nominee Trust under written declaration of trust dated May 14, 2003 and recorded in the Suffolk Registry of Deeds in On May 15, 2003 as Instrument No. 499, holder of a certain Mortgage Deed and Security Agreement dated May 15, 2003 by the Park Street Kids, Inc. to him as trustee as aforesaid and recorded in the Suffolk Registry of Deeds in Book 31449, Page 122, hereby consents to the forgoing Agreement and agrees that said mortgage shall be subordinate to the Agreement as if the Agreement had been executed, delivered and recorded prior to said mortgage.

Executed as an instrument under seal as of December 8, 2003.

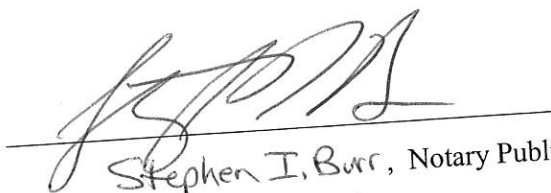


Grant M. Wilson, as Trustee as aforesaid

**COMMONWEALTH OF MASSACHUSETTS**

County of Suffolk, ss.

Before me, a notary public in and for said county and state, there personally appeared Grant M. Wilson and acknowledged said instrument to be his free act and deed as trustee as aforesaid, this 8<sup>th</sup> day of December, 2003.



Stephen I. Burr, Notary Public

My commission expires: April 25, 2008