

Suffolk County Registry of Deeds
Electronically Recorded Document

This is the first page of the document - Do not remove

Recording Information

Document Number	: 31929
Document Type	: AGT
Recorded Date	: April 18, 2018
Recorded Time	: 10:01:59 AM
Recorded Book and Page	: 59460 / 217
Number of Pages(including cover sheet)	: 6
Receipt Number	: 708217
Recording Fee	: \$75.00

Suffolk County Registry of Deeds
Stephen J. Murphy, Register
24 New Chardon Street
Boston, MA 02114
617-788-8575
Suffolkdeeds.com

JOHN JEFFRIES HOUSE Operating Guidelines

These Operating Guidelines ("Operating Guidelines") dated December __, 2017 by the undersigned **RREF II 170 Charles LLC** ("Owner") are based on the following background:

- A. Owner intends to renovate the hotel known as John Jeffries House located on the premises known as and numbered 14 David Mugar Way in the Beacon Hill section of Boston, Suffolk County, Massachusetts, more particularly described in the deed referred to below, and to construct an addition to the John Jeffries House comprising approximately 11,700 square feet (such renovation and expansion are referred to in these Operating Guidelines as the "Proposed Project"), which shall be substantially as shown on the plan attached hereto as Exhibit A (the "Plan").
- B. Certain neighbors of the Proposed Project have requested that certain conditions and guidelines are adhered to by the Owner and/or operator.
- C. In order to address the concerns of the neighbors, Owner has committed to the following Operating Guidelines for the Proposed Project.

The undersigned Owner, for itself and its successors and assigns, hereby agrees to use its best efforts to operate the Proposed Project in conformity to the following guidelines:

1. Courtyard Permitted Use Guidelines
 - a) Activity within the courtyard as depicted on the Plan (the "Courtyard") as at the Proposed Project shall be restricted to passive uses. For the purpose of this term sheet, "passive uses" include but are not limited to the spontaneous individual use of the Courtyard by guests of the hotel for walking, sitting, reading, self-served eating or drinking. The Courtyard shall limit its occupancy to 25 people at any one time.
 - b) The Courtyard shall be for the exclusive use of patrons only and shall be open from 8:00AM to 9:00PM, and until 9:30PM on Friday and Saturdays from June through August (the "Summer Months"), beyond which no patron shall use or occupy the Courtyard. Noise limits shall be monitored and maintained throughout the period in which the Courtyard is open and will comply with all relevant ordinances. Upon the completion of the first season of Summer Months in whole or part, Owner and/or operator agrees to convene with the interested neighbors and/or the Beacon Hill Civic Association in order to evaluate operations.
 - c) Owner shall cause operator to patrol the outdoor areas including the Courtyard and Service Lane shown on the Plan, and agrees to lock the Service Lane gate during evening hours.
 - d) No radios or amplified sound equipment shall be used within the Courtyard or Service Lane at any time.
2. Service and Loading Guidelines
 - a) No regular vehicular traffic or deliveries are permitted in the Service Lane, except for limited activity by retail tenants including but not limited to loading, trash pick-up and delivery. Owner shall cause the operator of the hotel to patrol the Service Lane and the curbside of the property to ensure that vehicles and machinery are not allowed to idle contrary to state and local laws and regulations.

- b) Owner agrees that the loading, trash pick-up and delivery will occur between the hours of 8:00AM and 4:00PM.
- c) Owner further agrees Service Lane ground materials will be selected to limit noise associated with loading and unloading, and to the extent possible, will make best efforts to have vendors use delivery equipment with inflated rubber wheels.
- d) Owner shall cause the hotel operator to use best efforts to ensure that guests, patrons, staff and vendors do not use West Hill Place as a vehicular cut through for any purpose.

3. **Mechanical and Electrical Guidelines**

- a) Any air-conditioning compressor units and other mechanical equipment located on the roof of the Proposed Project, as referenced on the Plan, and any future replacement units, will be kept in good working condition. With respect to the units and equipment located on the new addition, a screened enclosure of historically appropriate design and material will be selected to (i) minimize the transmittal of noise, and (ii) to reduce the visual impact on nearby residences. Said design and operation shall occur in compliance with all relevant building and architectural approvals and codes.
- b) Any lighting fixtures installed within the courtyard or service lane, or elsewhere on the rear of the Proposed Project, shall be appropriately designed and/or screened so that no direct or unreasonably bright light is cast into the windows, decks or gardens of abutting properties. Owner agrees to operate hallway lights to dim during evening hours for those visible areas facing Residents. Said design and operation shall occur in compliance with all relevant building and architectural approvals and codes.
- c) Owner agrees that no cell towers or related antenna shall be installed on the roof of the Proposed Project. However, small, appropriately-sized satellite dishes shall be allowed, the placement thereof shall be located as referenced on the Plan.

4. **Landscape, Maintenance, and Other Guidelines**

- a) Owner agrees to install a groundwater observation well (the "OW") at the rear of the Proposed Project in close proximity to the abutting property prior to the start of construction to obtain groundwater level measurements. Owner agrees to monitor groundwater levels regularly for the first month following installation of the OW, and consistently thereafter in advance of the construction; during construction; and until a period of not less than three (3) months after completion of the construction of new foundations for the Proposed Project. Thereafter, Owner agrees to allow groundwater level data to be collected from the OW by the Boston Groundwater Trust (the "BGwT"), pending successful negotiation of an access agreement by/between Owner and BGwT.
- b) Owner agrees to maintain its property and landscaped areas. Owner shall cause the operator of the hotel to maintain the curbside by regularly removing trash and debris generated by the hotel.
- c) Owner agrees, provided no abutter objects, to remove the dead trees as indicated on the Plan. Except for emergencies, Owner will take no action with regard to the remaining trees that align along the rear fence of the Courtyard except for pruning and maintenance unless approved by the Enforcement Parties (hereinafter defined), such approval shall be deemed given if no reasonable objection is received within ten (10) days of notice to the Enforcement Parties (which notice may be hand-delivered). In an effort to minimize construction impacts on the root-system of the

remaining trees, Owner has completed a redesign of the Courtyard and service ramp to relocate the service ramp to the extent permissible with all relevant building and architectural approvals and codes.

- d) The doors leading from the lobby and/or restaurant to the Courtyard shall not be propped or otherwise made to remain open.
- e) Owner agrees that any repairs or replacements to the fence shall be in keeping with other fences in the area.
- f) Owner will cause the hotel operator to prohibit employees from smoking in the Courtyard or Service Lane.

Term. The obligations of the Owner to use its best efforts to adhere to these Operating Guidelines shall expire and be of no further force or effect thirty (30) years from the date hereof.

Remedies for Breach. These Operating Guidelines may be enforced by means of injunctive relief only. Owner shall not be liable for money damages of any kind in the event a neighbor alleges a breach of these Operating Guidelines; provided that nothing in this paragraph shall waive, or be deemed to prohibit the bringing of, any claim in the case of property damage due to a breach of these Operating Guidelines.

Mediation. In the event of a dispute between the Owner and a party entitled to enforce these Operating Guidelines as provided below (an "Enforcement Party"), before any action is brought to enforce these Operating Guidelines, the parties shall first submit the dispute for at least three (3) hours of mediation to REBA Dispute Resolution, a subsidiary of the Real Estate Bar Association for Massachusetts, or to another mediator as the parties may agree. Mediation sessions shall be conducted within seven (7) days of the date on which the mediator receives a request for mediation from either party. The rules and procedures of REBA Dispute Resolution or such alternative mediator shall govern the mediation, and the cost and fees of REBA Dispute Resolution or such other mediator shall be shared equally by Owner and the Enforcement Party. Any agreement resolving the dispute which is signed by Owner and the Enforcement Party shall be binding upon the parties. In the event that Owner and the Enforcement Party are unable to resolve their dispute by mediation, either party shall be entitled to proceed to litigation or if mutually agreeable, other dispute relationship resolution procedures.


Permitted Enforcement Parties. This Agreement may be enforced only by the following parties and their successors in title, if applicable:

1. Beacon Hill Civic Association, Inc.
2. Trustees of 22 Embankment Road Condominium Trust
3. Jeb Besser and Jennifer Besser, 3 West Hill Place (Title reference: Book 53195, Page 1)
4. Tyler Saeli and Kate Saeli, 4 West Hill Place (Title reference: Book 55133, Page 63)
5. Teresa Scott and Frederick Joseph, 20 Embankment Rd (Title reference: Document # 619050)

For Owner's title, reference is made that certain Quitclaim Deed from the Massachusetts Eye and Ear Infirmary, dated July 13, 2016, recorded with Suffolk County Registry of Deeds in Book 56421, Page 271.

Executed under seal as of the day and year first above written.

OWNER:
RREF II 170 Charles LLC

By: 
Name:

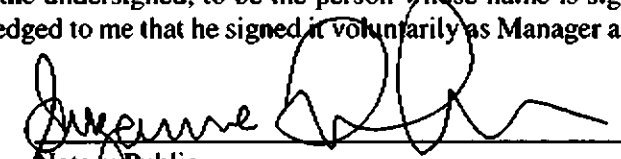
Patrick Sweeney
Authorized Signatory
Suffolk, ss.

State of New York
~~COMMONWEALTH OF MASSACHUSETTS~~

April 17, 2017

Authorized Signatory

Before me, the undersigned notary public, personally appeared ~~Patrick Sweeney~~ ^{Patrick Sweeney} Manager of RREF II 170 Charles LLC, and proved to me through satisfactory evidence of identification which was, photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily as Manager as aforesaid for its stated purpose.



Notary Public

SUZANNE DAVIDSON
Notary Public - State of New York
No 01DA6234953
Qualified in Nassau County
My Comm. Expires Jan. 31, 2019

My Commission Expires: 01-31-2019

Executed under seal as of the day and year first above written.

OWNER:
RREF II 170 Charles LLC

By: 
Name:

Patrick Sweeney
Authorized Signatory

State of New York
~~COMMONWEALTH OF MASSACHUSETTS~~

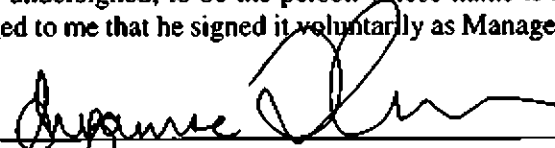
Suffolk, ss.

April 17, 2017

Authorized Signatory

Before me, the undersigned notary public, personally appeared Patrick Sweeney, Manager of RREF II 170 Charles LLC, and proved to me through satisfactory evidence of identification which was, photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily as Manager as aforesaid for its stated purpose.

SUZANNE DAVIDSON
Notary Public - State of New York
No. 01DA6234953
Qualified in Nassau County
My Comm. Expires Jan. 31, 20 19


Notary Public
My Commission Expires: 01-31-2019