

## AGREEMENT

This agreement, entered into this 21st day of March , 1990 by and between the Department of Community Affairs of the Executive Office of Communities and Development of the Commonwealth of Massachusetts, acting in its capacity as a local housing authority pursuant to section twenty-six A of MGL chapter 121B ("Authority"), the City of Boston, ("City"), and the Tax Exempt Property Steering Committee of the City ("Steering Committee") of the City of Boston.

### WITNESSETH:

A. The Authority has purchased low-rent public housing ("Housing") on a parcel of land located at 339 Tremont Street (Ward 5, Parcel 232) in the City, and

B. The Housing is deemed to be public property used for essential public and governmental purposes and is exempt from taxation and from betterments and special assessments pursuant to section sixteen of MGL chapter 121B, and

C. The Authority recognizes that purchase of the Housing will require the City to furnish municipal services and is directed by said section sixteen to make in lieu of tax payments,

NOW, THEREFORE, in consideration of the municipal services to be furnished by the City and the mutual agreements contained herein, the parties hereto hereby agree as follows:

1. Commencing in the City of Boston fiscal year in which an exemption is issued for the Housing, the Authority will pay to the City of Boston as a payment in lieu of taxes an amount equal to one hundred sixteen dollars multiplied by the number of bedrooms (56) located in such Housing. Each annual payment will be made in two equal installments, on November 1 and May 1 of each fiscal tax year for which payment is due.

2. In no event shall the payments to be made to the City under this Agreement on account of the real or personal property of the Authority or any part thereof which is exempt in any fiscal year exceed the amount which would be payable to the City if such real or personal property were taxable.

3. The City shall furnish or cause to be furnished to the Authority and the tenants of such housing public services and facilities of the same character and to the same extent as are furnished from time to time without cost or charge to other dwellings and inhabitants in the City.

4. So long as any bonds issued in connection with any low-rent housing projects remain unpaid or so long as such housing is owned by the Authority and used for low-rent housing purposes, this agreement shall not be abrogated, changed or modified without the consent of all parties hereto and their respective legal representatives, successors in office or interest, and assigns.

5. The provisions of this Agreement shall be binding and inure to the benefit of the parties hereto and their respective legal representatives, successors in office or interest, and assigns.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed as a sealed instrument by its officers duly authorized as of the day and year first above written.

For the Commonwealth of  
Massachusetts:

By: Marion Lewis

City of Boston:

By: Raymond L. Flynn  
Raymond L. Flynn, Mayor

By: Thaddeus J. Jankowski, Jr.  
Thaddeus J. Jankowski, Jr.  
Commissioner of Assessing

Approved as to Form:

Joseph M. Mulvaney  
Corporation Counsel for the City of Boston