

C O P Y

Whereas by virtue of the authority conferred upon the City of Cambridge by Chapter 393 of the Acts of 1913 as amended by Chapter 223 of the Special Acts of 1917 accepted by the City Council thereof May 10, 1917 and by Chapter 79 of the Special Acts of 1919 of the General Court of Massachusetts the City of Cambridge was "authorized to alter the use of" certain land bordering on the Charles River between Lechmere canal and Broad canal by leasing the same through its Industrial Commission; and

Whereas the City Council of the City of Cambridge by vote dated May 11, 1926 authorized its Industrial Commission to execute a lease of certain land bordering on the Charles River more particularly hereinafter described; and

Whereas in pursuance of the acts of the said General Court and the vote of the said City Council the Industrial Commission of the City of Cambridge executed a lease dated July 8, 1926 to Albert N. Murray, Floyd E. Armstrong, Herbert L. Rose, Frank H. Golding, and Fred H. Moulton, trustees of the Kendall Industrial Buildings Trust under a certain declaration of trust dated October 24, 1925, which said lease is recorded with Middlesex South Registry of Deeds, Book 4991, Page 188 to which reference may be had; and

Whereas by the terms of said lease the premises therein described containing 196,701 square feet were demised by the City of Cambridge to the Kendall Industrial Buildings Trust for a term of 99 years at a rental of \$25,500.00 per annum for 8 years and thereafter as therein provided and in addition such additional sums as may be equal to whatever taxes would be assessed by the City of Cambridge on any structures placed thereon, as is more particularly set forth in said lease; and

Whereas the trustees of the Kendall Industrial Buildings Trust are desirous to proceed with the erection of a building on a portion of the premises described in said lease, said portion being shown as parcel "A" on a plan entitled "Plan of land of Kendall Industrial Buildings Trust, Cambridge, Massachusetts

February 7, 1921, Lockwood, Green & Co., Inc"; and

Whereas for the purpose of financing the proposed building to be erected on the lot of land as parcel "A" as aforesaid the trustees of the Kendall Industrial Buildings Trust desire to allocate the rent reserved in said lease in such a manner that the said parcel "A" together with the buildings thereon shall be subject to its proportionate share of the total rent reserved under said lease and for that amount only in the same manner as if the said parcel "A" had been leased separately and not as an undivided part of the premises covered by said lease; and

Whereas it is desired by the parties hereto, that the rent may be allocated on the demised premises in such a manner that portions thereof may be mortgaged and a method provided whereby the mortgagee may foreclose on parts of the demised premises only without affecting the remainder of the demised premises:

Now therefore it is agreed by the City of Cambridge acting by virtue of the authority conferred upon it by the acts of the General Court as hereinbefore set forth and acting through its Industrial Commission as authorized by vote of the Cambridge City Council as hereinbefore set forth and Albert N. Murray, Floyd E. Armstrong, Herbert L. Rose, Frank H. Golding, and Fred H. Moulton, trustees of the Kendall Industrial Buildings Trust under a certain declaration of trust dated October 24, 1925;

That so much of the premises described in said lease between the City of Cambridge and the Trustees of the Kendall Industrial Buildings Trust, dated July 8, 1926 and recorded with Middlesex South District Registry of Deeds Book 4991, Page 188, as hereinbefore set forth, as is shown as parcel "A" on a plan *hereto* of land of the Kendall Industrial Buildings Trust, Cambridge, Massachusetts, February 7, 1927, Lockwood, Green & Co., Inc. containing 69271 square feet, shall be subject to and liable for $\frac{1}{3}$ of the ground rent reserved in said lease and no more and so

attached

long as this proportionate part of the ground rent allocated to said parcel "A" as is above set forth together with the rent reserved for any structures erected thereon, shall be paid and all of the covenants and conditions affecting that portion of the demised premises shown as parcel "A" on said plan shall be well and truly performed by the lessees, the lessor will not terminate the said lease as to parcel "A" for any default, breach of covenant or condition on the remaining portion of the demised premises shown as parcel "B" on said plan, but will exercise their rights against lot "B" only, so that the said lease between the City of Cambridge and trustees of the Kendall Industrial Buildings Trust shall be construed as if the City of Cambridge had given the Kendall Industrial Buildings Trust two leases upon the same terms and conditions as the said lease, dated July 8, 1926, except that the description of the demised premises in one lease would be that of parcel "A" shown on said plan and the Kendall Industrial Buildings Trust would pay as ground rent therefor $1/3$ of the ground rent reserved to the whole parcel described in the said lease dated July 8, 1926 and the description of the demised premises in the other lease would be that of parcel "B" shown on said plan and the Kendall Industrial Buildings Trust would pay as ground rent therefor $2/3$ of the ground rent reserved to the whole parcel described in the said lease dated July 8, 1926.

IN WITNESS WHEREOF the City of Cambridge, Lessor, has caused these presents and a duplicate hereof to be signed in its name and behalf and the corporate seal of said City to be affixed by its Industrial Commission, and said Trustees of the Kendall Industrial Buildings Trust, Lessees, have signed and sealed these presents and said duplicate hereof on this eighteenth day of March, nineteen hundred and twenty-seven.

The City of Cambridge,

by

(Signed)

Robert Walcott

(Signed)

Henry E. Russell

(Signed)

James S. Cassedy

Members of the Cambridge Industrial
Commission.

Approved,

(Signed)

Edward W. Quinn

Mayor of Cambridge

(Signed)

Albert N. Murray

(Signed)

Floyd E. Armstrong

(Signed)

Herbert L. Rose

(Signed)

Frank H. Golding

(Signed)

Fred H. Moulton

Trustees of the Kendall
Industrial Buildings Trust.

The form of this
contract is approved

(Signed) Peter J. Nelligan
City Solicitor

RECEIVED BY THE

UNITED STATES DEPARTMENT OF THE ARMY

WASHINGTON, D. C. 20315

OFFICE OF THE SECRETARY

MEMORANDUM FOR THE SECRETARY

RE: [illegible] (SECRET)

1. [illegible] (SECRET)

2. [illegible] (SECRET)

3. [illegible] (SECRET)

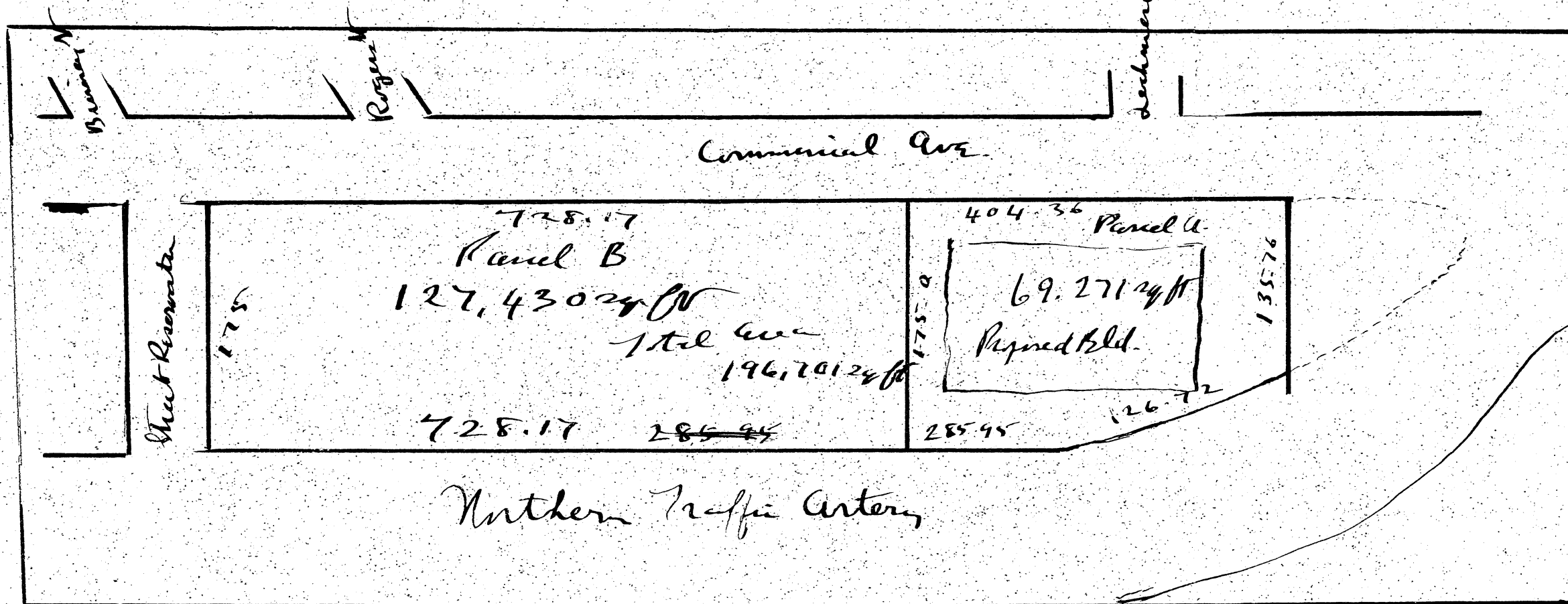
4. [illegible] (SECRET)

5. [illegible] (SECRET)

6. [illegible] (SECRET)

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED

DATE 11/17/01 BY 60322 UCBAW/C



Plan of Land
 Kendall Industrial Building Trust
 Cambridge.
 Mass.

Feb. 7, 1927

Copy of plan attached to original document

Filed by
Cornelia Delaney or
Feb. 5th, 1929.

OFFICE OF THE MAYOR
CAMBRIDGE, MASSACHUSETTS

February 1st, 1929.

To The Honorable the City Council:-

In response to sundry orders of the City Council, requesting information as to the lease by the City of Cambridge to the trustees of the Kendall Industrial Building Trust, we beg to reply as follows:-

The City of Cambridge by its Industrial Commission, acting under and by virtue of the authority conferred upon it by Chapter 393, of the Acts of 1913 as modified by Chapter 223, of the Special Act of 1917, accepted by the City Council, May 10, 1917 and by Chapter 79 of the Special Acts of 1919, and an order of the City Council passed June 1st, 1926, approved by the Mayor June 4th, 1926, leased the land on the river front, bounded by Commercial Avenue and the Northern Artery, containing 196,701 square feet of land, to the trustees of the Kendall Industrial Building Trust, who were acting under a declaration of trust, dated October 24, 1925 and duly recorded at the Middlesex South District Registry of Deeds.

The lease was for a term of 99 years, beginning July 8, 1926 and ending July 8th, 2025, at a rental of \$25,500.00 per year, payable yearly, for the first year in advance and thereafter in monthly payments of \$2,125.00 to be made on the 8th day of July, 1927 and on the 8th day of each succeeding month in the years, 1927 to 1936 inclusive, and thereafter unless altered by increased valuation. In addition to the above rent, a further sum equal to whatever taxes would be assessed by the lessor on any

OFFICE OF THE MAYOR

CAMBRIDGE, MASSACHUSETTS

structures placed on the premises hereby leased. This additional rent would become payable on the first day of October in each and every year.

On July 8th, 1926, the Kendall Building Trust, upon execution of the lease, paid the City of Cambridge the sum of \$25,500.00 the first year's rent, as stipulated in the lease. On July 8th, 1927, the City Auditor rendered to the Kendall Industrial Building Trust, a bill for \$2,125.00, the amount of rent for the month, beginning July 8th, 1927, under the terms of the lease. In as much as this bill was not paid upon presentation, as required by the lease, the matter was taken up with the Mayor by the City Auditor and was referred to the City Solicitor for such action as deemed advisable.

Under these conditions, and after consultation with the Industrial Commission, the City Solicitor started proceedings for the recovery of possession of the premises for non-payment of rent and on September 19, 1927, judgment for possession in favor of the City of Cambridge against the trustees of the Kendall Industrial Commission, was obtained in the Third District Court of Eastern Middlesex and under an execution, issued on September 29, 1927, possession of said premises was taken in behalf of the City of Cambridge and the property was returned to the control of the Cambridge Industrial Commission, where it now rests.

Respectfully,

Edward W. Quinn MAYOR.

Walter H. Thurston CITY AUDITOR.

Peter J. Sullivan CITY SOLICITOR.

X Robert Walcott CHAIRMAN, CAMBRIDGE INDUSTRIAL COMMISSION.

Communications
relative to lease by the City
of Cambridge to the Trustees of
the Kendall Industrial ^{Bldg.} Trust
of land on the river front bounded
by Commercial St and the Northern
Avenue.

Lease - to File

11

City Clerk FEB 5 1929

Placed on File

Spencer P. Beck City Clerk