

LEASE BETWEEN
THE CITY OF CAMBRIDGE
AND
OWNER 577 MASSACHUSETTS AVENUE
FOR
FOUR PARKING SPACES IN MUNICIPAL LOT #5

1. Parties:

This lease agreement is made and entered into this first day of August, 1983 by and between James D. Hill (hereinafter called the Lessee) whose address is 577 Massachusetts Avenue, Cambridge, Massachusetts, 02139 and the City of Cambridge (hereinafter called the Lessor) a municipal corporation whose address is 795 Massachusetts Avenue, Cambridge, Massachusetts, 02139 and supersedes lease dated July 16, 1968.

2. Premises:

In consideration of the covenants and agreements hereinafter mentioned, and to be performed by the respective parties hereto, Lessor does hereby lease, rent, let and demise unto said Lessee and its successors, and Lessee takes and hires from Lessor a certain area of Lessor's parking lot number 5 consisting of four(4) parking spaces, previously indicated by meter numbers 5257, 5258 and a 20'X20' Loading Zone and granted to Lessee under a Temporary License dated August 1, 1983.

3. Term:

Lessee shall hold the premises for one year, commencing on August 1, 1983 and terminating on July 31, 1984, unless sooner terminated as herein provided. This lease shall be deemed to be renewed as of August 1, each year thereafter, unless sooner terminated as herein provided or unless either party notifies the other in writing on or before May 1 of his intent to terminate this lease as of the next following July 30.

4. Consideration:

Lessee agrees to pay Lessor one thousand five Hundred dollars (\$1,500.00) as consideration for Lessor's covenants under this Lease. Such consideration shall be payable to Lessor in quarterly installments due on the first day of each quarter of the term of this lease, each installment being in the amount of three hundred and seventy-five dollars (\$375.00).

5. Utilities:

Lessor shall pay all rents, rates and charges for sewers, electricity, gas, lights and other utilities supplied to the demised premises by Lessor during the term.

6. Responsibility for personal injury on and property damage to or on the premises:

Lessee shall, during the term, be responsible for all personal injury on and property damage to or on the premises.

7. Maintenance and Surveillance:

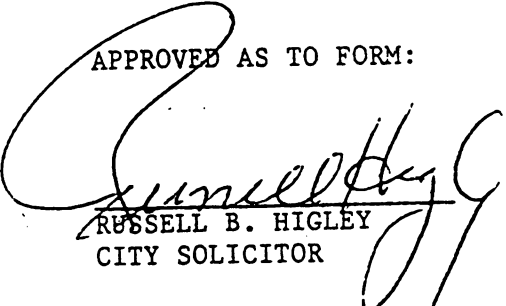
Lessee shall provide snow removal and all other services necessary for the maintenance of the premises and shall be responsible for regu-

lating the use of the premises in accordance with applicable laws and regulations. Lessor will in no way be responsible for enforcing any traffic and parking regulations in or on the premises.

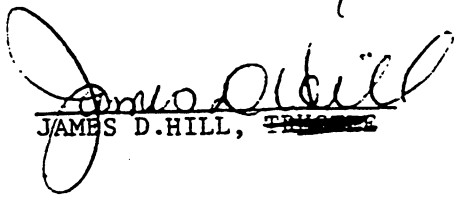
8. Default:

Upon the failure of the Lessee to perform the agreements and covenants in the manner described above, Lessor may, at its option, terminate this lease and the term hereof by giving to Lessee at least ninety (90) days written notice of such termination, and after the giving of such notice, if such default is not cured by the date fixed herein for such termination, or if Lessee is not in the process of curing such default if such default cannot be reasonably cured within ninety (90) days, this lease shall cease and come to an end on such fixed date and Lessee shall restore the seven (7) spaces in question to the same or similar condition in which they appeared as of the initial date of this lease. Thereupon, Lessee shall vacate and surrender the demised premises to Lessor and Lessor may re-enter and repossess.

APPROVED AS TO FORM:

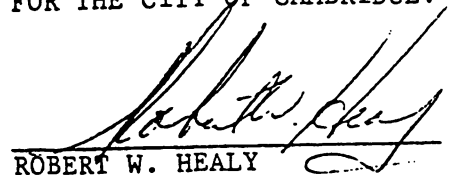

RUSSELL B. HIGLEY
CITY SOLICITOR

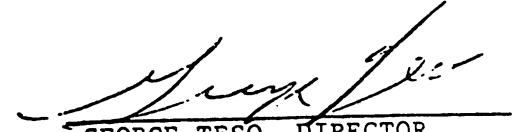
OWNER 577 MASSACHUSETTS AVE.

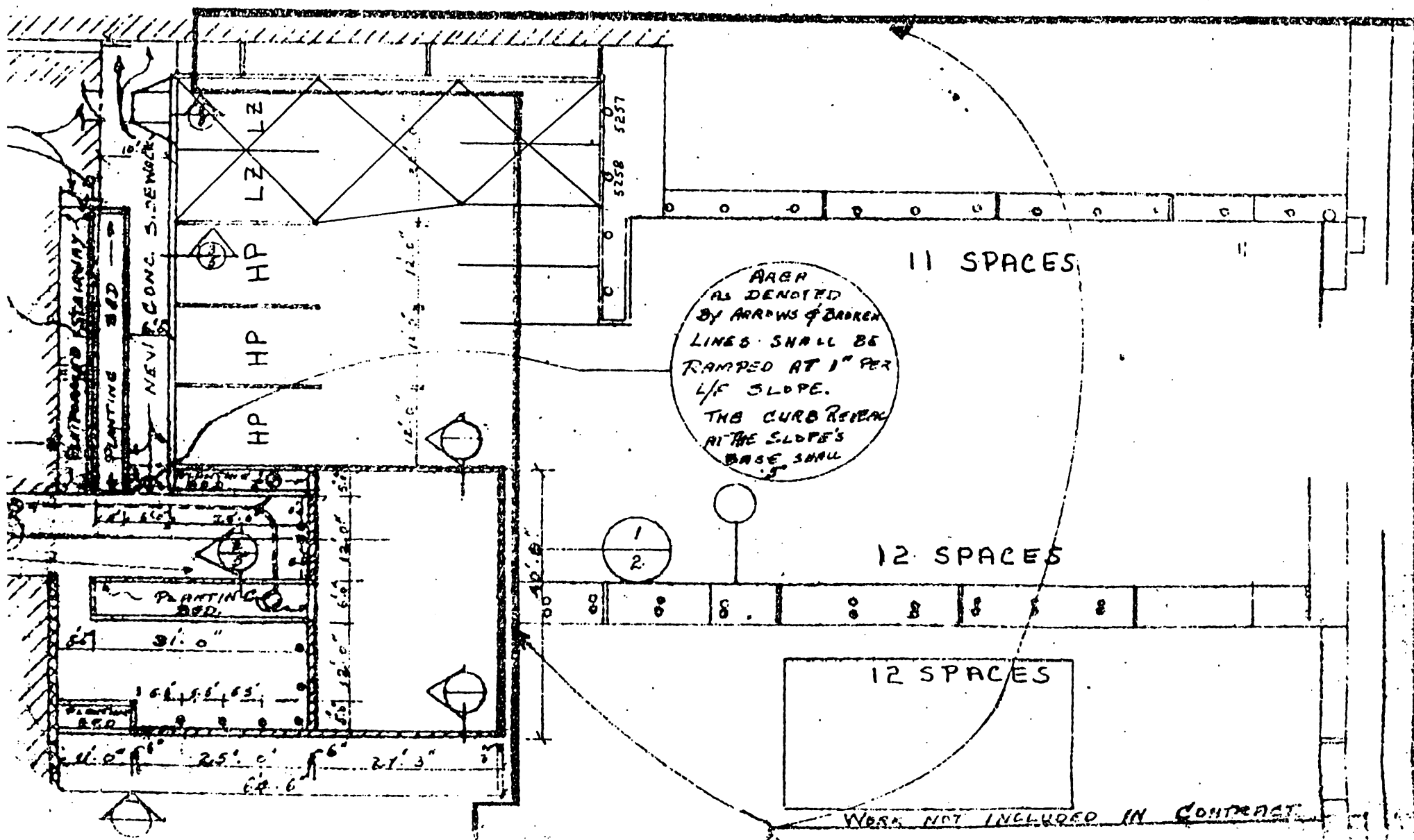

JAMES D. HILL, ~~TRUSTEE~~

DATED AUGUST 1, 1983

FOR THE CITY OF CAMBRIDGE:


ROBERT W. HEALY
CITY MANAGER


GEORGE TESO, DIRECTOR
TRAFFIC AND PARKING





CITY OF CAMBRIDGE

Office of the City Solicitor
795 Massachusetts Avenue
Cambridge, Massachusetts 02139
Tel. (617) 349-4121
Fax. (617) 349-4134

Russell B. Higley
City Solicitor

Donald A. Drisdell
Deputy City Solicitor

Michael C. Costello
Assistant City Solicitor

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Legal Counsel

Birge Albright
Gail S. Gabriel
Arthur J. Goldberg
Linda A. Stamper
Deborah R. Cautela
Nancy E. Glowa

Donna

I've looked
through Sundries twice
and Highways w/
no success.

September 26, 1994

James D. Hill, Esq.
573 Massachusetts
Cambridge, MA (

Re: Municipal

Dear Mr. Hill:

Enclosed for
amendment to the

Arthur G. tell me
the original lease was a
1 yr lease which did
be extended. So it

577 Mass. Ave.

executed original
note.

Thank you for your

probably did not go
to the Council. I
think we should
index it, with some
reference in 1983 and
1994. Arthur is sending
me a copy of the original
what do you think?

Very truly yours,

Arthur J. Goldberg

Margaret

cc. ✓ Margaret Drury, City Clerk (w/2nd original)
Lauren Preston, Traffic and Parking Dept.
Jamie Leef, Harvest Co-op Supermarket, Cambridge



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Legal Counsel

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Deborah R. Cautela
Nancy E. Glowa

September 26, 1994

James D. Hill, Esq.
573 Massachusetts Avenue
Cambridge, MA 02139

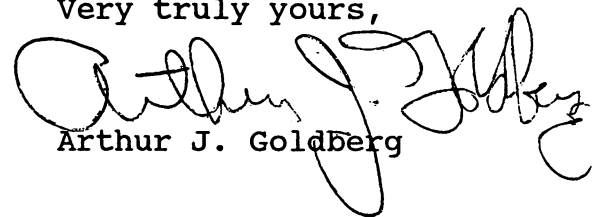
Re: Municipal Lot #5/amendment to lease at 577 Mass. Ave.

Dear Mr. Hill:

Enclosed for your records is a fully executed original amendment to the lease at 577 Massachusetts Avenue.

Thank you for your cooperation.

Very truly yours,


Arthur J. Goldberg

cc. ✓Margaret Drury, City Clerk (w/2nd original)
Lauren Preston, Traffic and Parking Dept.
Jamie Leef, Harvest Co-op Supermarket, Cambridge

**AMENDMENT #1 TO LEASE BETWEEN THE CITY OF CAMBRIDGE AND OWNER 577
MASSACHUSETTS AVENUE FOR FOUR PARKING SPACES IN MUNICIPAL LOT #5**

The "Lease Between the City of Cambridge and Owner 577
Massachusetts Avenue for Four Parking Spaces in Municipal Lot #5"
dated August 1, 1983 is hereby amended this 28th day of September,
1994 by the parties to redefine the description of the premises in
paragraph 2 of the Lease. The following language is added at the
end of paragraph 2:

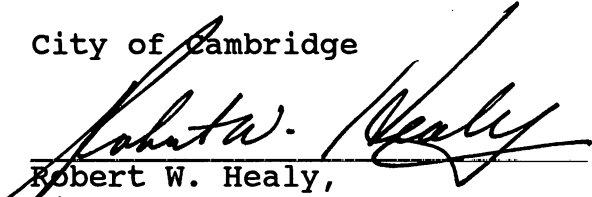
The described leased premises shall be diminished in size by
that portion of the premises licensed by the City of Cambridge to
the Boston Food Co-operative Inc. d/b/a Harvest Co-operative
Supermarkets for a handicapped ramp and dumpster enclosure.
Exhibits A and B attached hereto illustrate the dimensions of the
premises leased hereunder and the dimensions of the area no longer
leased hereunder, but now licensed to the Boston Food Co-operative
Inc. d/b/a Harvest Co-operative Supermarkets.

This lease is subject to the rights granted by the City of
Cambridge to the Boston Food Co-operative Inc. d/b/a Harvest Co-

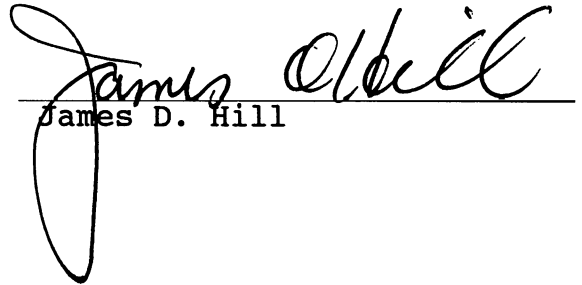
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operative Supermarkets for access by refuse removal vehicles to the dumpsters in the dumpster enclosure, and for pedestrian access by employees and patrons to the supermarket.

City of Cambridge

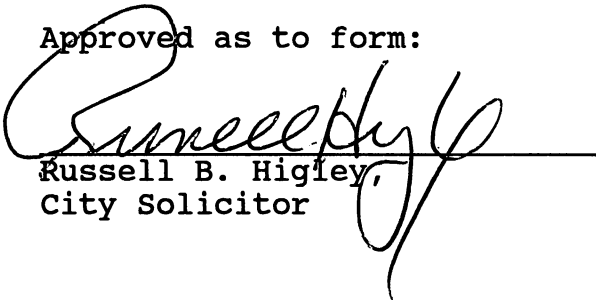

Robert W. Healy,
City Manager

Owner 577 Massachusetts Ave.


James D. Hill


Susan Clippinger,
Director of Traffic and Parking

Approved as to form:


Russell B. Higley,
City Solicitor

BISHOP ALLEN DR.

AREAS LICENSED TO HARVEST
CO-OP SUPERMARKET (DENSE HATCH PATTERN).

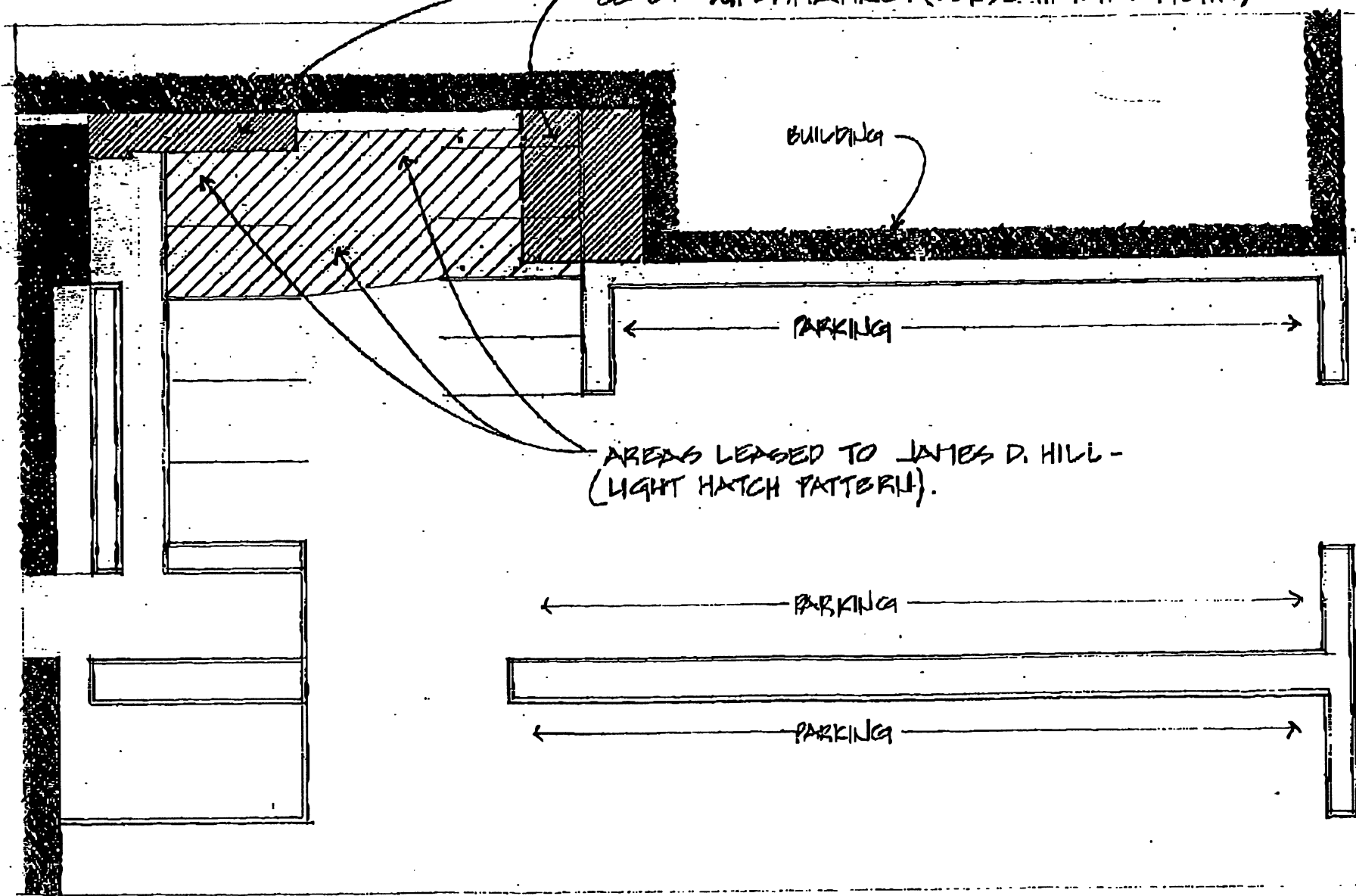
BUILDING

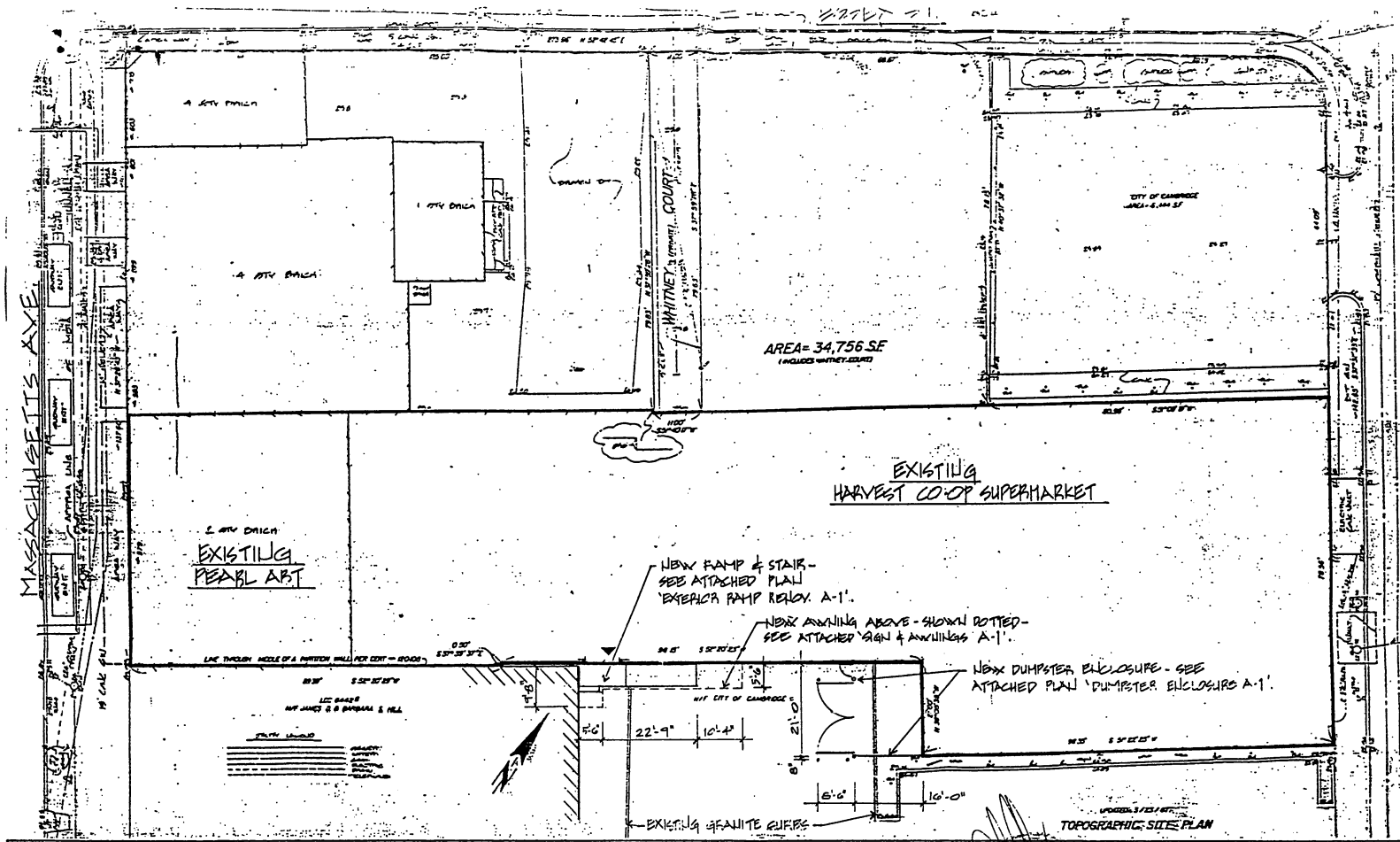
PARKING

AREAS LEASED TO JAMES D. HILL -
(LIGHT HATCH PATTERN).

PARKING

PARKING





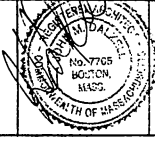
HARVEST COOP SUPERMARKET - CAMBRIDGE STORE
 581 Massachusetts Ave., Cambridge, Massachusetts 02139
 SITE PLAN Project #:92-109C

Scale: 1" = 20'-0"

Date: 5.15.94

JOHN DALZELL ARCHITECT
 33 Pershing Road
 Jamaica Plain, MA 02130
 617.522.1466

Architectural Design and Planning



TOPOGRAPHIC SITE PLAN

NOTE: THIS SITE PLAN IS FOR ILLUSTRATING PROPOSED IMPROVEMENTS TO BUILDING & SITE ONLY.

W-144

OFFICE OF THE
ATTORNEY GENERAL
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