



Cambridge Historical Commission

City Hall Annex, 57 Inman Street, Cambridge, Massachusetts, 02139. 617/498-9040



Robert G. Neiley, *Chairman*; William B. King, *Vice Chairman*; Charles M. Sullivan, *Executive Director*.
Dwight H. Andrews; Arthur H. Brooks, Jr.; James F. Clapp, Jr.; Charles W. Eliot, 2nd; Joseph G. Sakey; *Commission Members*.
Allison M. Crump, Suzanne R. Green, John Lyons, *Alternates*.

October 16, 1986

To the Honorable, the City Council,

Soon after the Houghton Beech Tree was designated a landmark by the City Council on October 28, 1985, the owners of the property appealed the designation to the Superior Court as provided in Ordinance 1002.

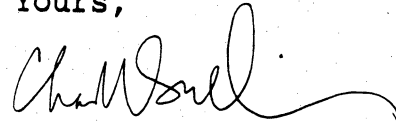
Although the legal basis for the appeal raises procedural questions with respect to the landmark designation process, it appears that the owner's underlying objection to the designation is based on two concerns: 1) that the building already designed for that site could not be built as planned if the Historical Commission determined that it would adversely affect the tree, and 2) that even if plans were approved at present, the 6-month period within which construction must start under the Commission's normal certificate procedure is too short for a project of this size.

In the course of subsequent discussions with the owners' counsel, it was suggested that a preservation easement might be substituted for the landmark designation to ensure that construction could occur unimpeded when market conditions warrant. In light of the pending appeal, the Commission and the Law Department agreed to explore this avenue of preserving the tree, with the understanding that the substantive difference in effect would be procedural and that the Commission's authority to insure the life of the tree would not be diminished. Drafts of easements have been exchanged by both parties and it is now evident that agreement will not be reached easily.

The Commission is willing to continue negotiation, but no concrete proposal for construction on the site has been reached. The Commission believes that the best resolution would be for the owner to submit a construction plan which specifically addresses the protection of the landmark tree. Since the construction is not on a firm schedule, the Commission is willing to modify its procedures so that its approval of a specific plan will remain in effect to permit construction to begin up to five years from the plan's approval rather than within the 6-month period normally required for certificates issued by the Commission. If agreement can be reached for a specific construction plan which deals directly with the Houghton Beech Tree, the terms of such an agreement might be worked into a preservation

easement, but in the absence of such agreement, we believe that the landmark designation should be continued.

Yours,

A handwritten signature in cursive script, appearing to read "Charles M. Sullivan". The signature is written in dark ink and is positioned above the printed name and title.

Charles M. Sullivan
Executive Director



CITY OF CAMBRIDGE

CAMBRIDGE, MASSACHUSETTS 02139

TEL. 498-9011

EXECUTIVE DEPARTMENT

ROBERT W. HEALY

City Manager

RICHARD C. ROSSI

Deputy City Manager

October 20, 1986

To the Honorable, the City Council:

As per City Council request, enclosed please find copy of
an updated report from the Cambridge Historical Commission on matters
relative to the Houghton Beech Tree.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Robert W. Healy", is written over a horizontal line.

Robert W. Healy
City Manager

RWH/mbf

Enc.

Agenda Item No. 9

Re: updated report from the Historical Commission on the Houghton Beech Tree.

In City Council,

October 20, 1986

*Referred to Calendar
2*

Spaulding & Slye

RECEIVED BY
OFFICE OF CITY CLERK

1986 NOV 24 PM 2:30

CAMBRIDGE MA.

November 21, 1986

Mr. Joseph Connerton
City Clerk
Cambridge City Hall
795 Massachusetts Avenue
Cambridge, MA 02139

Dear Joe:

Enclosed per our conversation is the final version of the pedestrian bridge license as negotiated between the City and Spaulding & Slye.

Please call me if any questions arise.

Sincerely,



Roger W. Altreuter
Vice President
Project Manager

RWA:mjl
Enclosure

cc: Russell Higley, City Solicitor
Melvin Shuman



City of Cambridge

-Agenda-Item-No.-8-

(Calendar Item No. 11)

IN CITY COUNCIL

~~October 21, 1985~~
October 28, 1985

ORDERED:

That the Houghton Beech Tree at 1000 Massachusetts Avenue be designated as a protected landmark pursuant to Chapter Two, Article XVI, Section 2-147(k) of the Code of the City of Cambridge, as recommended by vote of the Cambridge Historical Commission on October 3, 1985. The premises so designated are within the limits of parcel 7, assessors plan 121, and include the area beneath the drip line of the tree as extended five feet in all directions, as described on a plan by the City Engineer titled "Houghton Beech Tree, 1000 Mass. Ave. Historical Comm. Protected Landmark" and dated October 18, 1985.

This designation is justified by the prominence of the tree and its associations with Henry O. Houghton, former Mayor of Cambridge and founder of the Riverside Press and the Houghton-Mifflin Company, whose house once stood on this site.

The effect of this designation shall be that no construction activity can take place within the designated landmark area, and no action can be taken affecting the appearance of the tree, that would in either case be visible from a public way without review by the Cambridge Historical Commission and the issuance of a Certificate of Appropriateness, Hardship, or Nonapplicability, as the case may be. In making determinations, the Commission shall consider the effect of the proposed activity or construction on the long term life expectancy of the tree and the continued visibility of the tree from nearby public ways. The Commission shall consult with the Committee on Public Planting on all issues concerning the maintenance of the tree.

In City Council October 28, 1985.

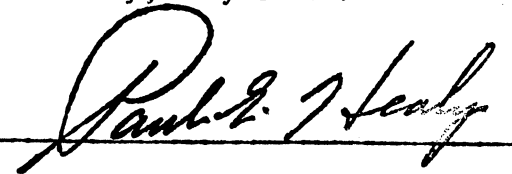
Adopted by a yea and nay vote:-

Yeas 8; Nays 0; Absent 0; Present 1.

Attest:- Paul E. Healy, City Clerk.

A true copy;

ATTEST:-


Paul E. Healy, City Clerk.

AGREEMENT

This Agreement made this ____ day of _____, 1985, by and between the City of Cambridge, a municipal corporation, acting by and through its City Manager (hereinafter called the "City"), and CambridgePark One Limited Partnership, a Massachusetts limited partnership (hereinafter called "CambridgePark One"), and Stephen H. Anthony, Joseph W. O'Connor, James A. Progin and Peter A. Small, as trustees of Triangle Park Associates Nominee Trust under Declaration of Trust dated June 1, 1983 and recorded in the Middlesex South Registry of Deeds in Book 15038, Page 270 (hereinafter called "Triangle Park"), both with their principal place of business c/o Spaulding & Slye, 15 New England Executive Park, Burlington, MA 01803. (CambridgePark One and Triangle Park are together hereinafter called the "Licensee").

WHEREAS, CambridgePark One is the owner of that certain real property known and numbered as 125 CambridgePark Drive in said Cambridge (hereinafter called "Parcel 1"), on which is located an office building; and

WHEREAS, Triangle Park is the owner of that certain real property known and numbered as 150 CambridgePark Drive in said Cambridge (hereinafter called "Parcel 2") on which it intends to construct an additional office building to be used as an extension of the existing facility on Parcel 1; and

WHEREAS, the Licensee desires that Parcels 1 and 2 be connected by an enclosed bridge for the purpose of connecting the two buildings and allowing them to be used as an integrated facility;

WITNESS THAT:

The City does hereby grant the application of the Licensee made to the Cambridge City Council and approved by vote of the City Council on , 1985 for permission to construct said bridge between Parcels 1 and 2 across CambridgePark Drive, as shown on the plans described below, subject to the following conditions:

1. The bridge shall be constructed in general conformance with plans prepared by Eduardo Catalano, Architects and Engineers, Inc. Said plans have been submitted to the City's Inspectional Services Commissioner and Commissioner of Public Works, from whom the Licensee will obtain all necessary licenses and permits for said construction.

2. The bridge shall be for the exclusive use of Licensee and its tenants, and their employees, agents and guests as a pedestrian passage between Parcel 1 and Parcel 2.

3. The Licensee shall, in the construction and use of said bridge, conform to all applicable laws in effect during the life of this Agreement.

4. The bridge will be an enclosed bridge and will be approximately 13 feet wide, 85 feet long (54 feet of which will pass over CambridgePark Drive) and 11 feet high at the top and 16 feet in clear height above the surface of CambridgePark Drive.

5. The consideration for this permit shall be the payment to the City by the Licensee of an annual fee of \$3,200. The fee will be payable on completion of the bridge, and on July first of each year thereafter. The City may review the fee annually, but any increase in the fee shall not exceed ten percent in any two-year period. Such review shall include all pedestrian bridges licensed by the City.

6. The Licensee covenants with the City to so construct and maintain the bridge so as not to constitute a hazard to persons and/or property making use of CambridgePark Drive, and to indemnify and hold harmless the City from any and all damages or injuries caused by the construction, maintenance, destruction, dismantling or collapse of said bridge, or which arise by reason of any thing falling or being thrown from said bridge, except as such may be caused by the negligence or willful acts of the City or its agents, servants or employees.

7. The Licensee covenants with the City forever to indemnify and save harmless the City against all claims and demands of all persons for damages, costs, expenses or compensation in any way arising out of the use and occupancy by the Licensee of the bridge, or by reason of any act or neglect of

the Licensee, its officers, agents and employees, or by reason of any violation of this Agreement by Licensee or any license or permit necessary for the construction, use or occupancy of said bridge, except as such may be caused by the negligence or willful acts of the City or its agents, servants or employees.

8. The Licensee hereby waives all rights to damages from the City which may result from injury to the bridge arising out of public use of CambridgePark Drive, except as such may be caused by the negligence or willful acts of the City or its agents, servants or employees.

9. It is understood by both parties that the bridge, when completed, will constitute real property, which shall be assessed in the ordinary manner by the City's Board of Assessors to the Licensee pursuant to G.L. c.59, 11.

10. This Agreement and the permit granted by it shall only be revocable by the City upon the happening of any of the following events:

a) The violation of any of the terms or specifications of this Agreement, provided however that the City shall not revoke this Agreement and the permit granted herein if the Licensee commences to cure said violation within thirty (30) days of notice from the City to Licensee of said violation and then diligently pursues such cure to completion;

b) Substantial change of use of the property at 125 or 150 CambridgePark Drive from predominantly office use and uses customarily accessory thereto;

c) A reasonable determination by the City Council that the space occupied by the bridge is required for a paramount municipal use which cannot without undue hardship to the City be otherwise provided for; or

d) A final determination beyond all rights of appeal by a court of competent jurisdiction that the bridge is an unlawful structure.

The revocation shall be effective upon ninety (90) days written notice to the Licensee, said termination to be effective as of the first day of the month following the expiration of such 90-day period. If the City revokes this agreement and permit, the Licensee's obligation to pay the fee specified in paragraph 5 shall cease.

11. The Licensee may, at any time, terminate this agreement and permit by giving the City ninety (90) days notice in writing, said termination to be effective as of the first day of the month following the expiration of such 90-day period.

12. Upon revocation or termination of this permit, the Licensee covenants that it will, at its own cost as soon as practicable, remove the bridge. Upon failure to commence removal of the bridge after ninety (90) days written notice from the City,

except where such failure is for reasons beyond Licensee's reasonable control, the City may, at the sole expense of the Licensee, remove it without liability for inevitable damage resulting to the remaining structures.

13. The Licensee further specifically agrees as follows:

a) The Licensee shall obtain prior approval of all construction schedules from the City's Traffic Director, so as to insure the orderly flow of traffic during construction of the bridge;

b) Any light emanating from the interior or exterior of the bridge shall not interfere or cause hazard to traffic, pedestrian or vehicular, passing thereunder;

c) There will be no signs or other advertising devices on the exterior of the bridge or which are visible from the street or ground level.

d) No less than fifty percent (50%) of the square footage which is to be devoted to retail activity in the building on Parcel 1 and the building to be constructed on Parcel 2 shall be located on the ground floor of each such building, provided however that this provision shall not become effective with respect to a building until such building achieves ninety percent (90%) occupancy. For purposes of computing the distribution of retail space, any vacant space on the ground floor of either building which was last used for retail activity shall be deemed

to be active retail space unless additional space is rented for retail activity on a floor above the ground floor of either building after such space becomes vacant.

14. The Licensee shall forthwith obtain a Certificate of Insurance at its expense designating the City as an additional insured under its combined single limit for bodily injury and property damage policy in the amount of Five Million Dollars, insuring the City against any liability, loss or damage that might result to the City or any person or property as a result of the construction, maintenance, use or dismantling of the bridge; said insurance policy shall be maintained as long as the bridge remains in existence, and failure to maintain said policy shall be grounds for revocation of this permit forthwith.

15. All notices required hereunder shall be in writing and mailed postage prepaid, by registered or certified mail, return receipt requested, or hand-delivered, addressed in the case of the City to City Manager, City of Cambridge, 795 Massachusetts Avenue, Cambridge, MA 02139, and in the case of the Licensee to Spaulding & Slye, 15 New England Executive Park, Burlington, MA 01803, Attention Treasurer, with a copy to Hale and Dorr, 60 State Street, Boston, Massachusetts 02109, Attention Robert Tuchmann, Esq., or in the case of either party to such other address as may be designated by written notice given to the other party. Any such notice shall be deemed given when so delivered by hand, or when deposited with the U.S. Postal Service when so mailed.

16. This Agreement and the permit granted herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

17. If the record owner to Parcel 1 or Parcel 2 holds title in a representative or fiduciary capacity, only the principal or estate represented shall be bound hereby and no trustee and no beneficiary of any trust shall be personally liable for the performance or observance of any obligation expressed or implied hereunder. If such record owner is either a general or limited partnership, liability hereunder shall be limited to the partnership assets and no partner, either general or limited, shall be liable individually for any obligation expressed or implied.

IN WITNESS WHEREOF, the City of Cambridge has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by Robert W. Healy, City Manager, hereinbefore duly authorized by vote of the City Council of the City of Cambridge to execute this agreement which vote is incorporated herewith and made a part hereof; CambridgePark One has caused these presents to be signed in its name and behalf by its duly authorized partners; and Triangle Park has caused these presents to be signed in its name and behalf by its duly authorized trustees.

APPROVED AS TO FORM

CITY OF CAMBRIDGE

Russell B. Higley
City Solicitor

By: _____
Robert W. Healy
City Manager

CAMBRIDGEPARK ONE LIMITED PARTNERSHIP
a Massachusetts Limited Partnership

By: Triangle Park Associates, a Joint
Venture, its sole general partner

By: New England Mutual Life
Insurance Company, a general
partner

By: Copley Real Estate
Advisors, Inc., manager and
advisor, hereunto duly
authorized

By: _____
Its

By: Triangle Park Company, a
Massachusetts Limited
Partnership, a general partner

By: _____
Its General Partner

TRUSTEES OF TRIANGLE PARK ASSOCIATES
NOMINEE TRUST

By: _____
as Trustee of Triangle Park
Associates Nominee Trust for
himself and co-Trustees and not
individually

By: _____
as Trustee of Triangle Park
Associates Nominee Trust for
himself and co-Trustees and not
individually

AGREEMENT

This Agreement made this 12th day of January, 1987, by and between the City of Cambridge, a municipal corporation, acting by and through its City Manager (hereinafter called the "City"), and CambridgePark One Limited Partnership, a Massachusetts limited partnership (hereinafter called "CambridgePark One"), and CambridgePark Two Limited Partnership, a Massachusetts limited partnership (hereinafter called "CambridgePark Two"), both with their principal place of business c/o Spaulding & Slye, 125 CambridgePark Drive, Cambridge, Massachusetts 02140. (CambridgePark One and CambridgePark Two are together hereinafter called the "Licensee").

WHEREAS, CambridgePark One is the owner of that certain real property known and numbered as 125 CambridgePark Drive in said Cambridge (hereinafter called "Parcel 1"), on which is located an office building; and

WHEREAS, CambridgePark Two is the owner of that certain real property known and numbered as 150 CambridgePark Drive in said Cambridge (hereinafter called "Parcel 2") on which it intends to construct an additional office building to be used as an extension of the existing facility on Parcel 1; and

WHEREAS, the Licensee desires that Parcels 1 and 2 be connected by an enclosed bridge for the purpose of connecting the two buildings and allowing them to be used as an integrated facility;

WITNESS THAT:

The City does hereby grant the application of the Licensee made to the Cambridge City Council and approved by vote of the City Council on November 3, 1986 for permission to construct said bridge between Parcels 1 and 2 across CambridgePark Drive, as shown on the plans described below, subject to the following conditions:

1. The bridge shall be constructed in general conformance with plans prepared by Eduardo Catalano, Architects and Engineers, Inc. Said plans have been submitted to the City's Inspectional Services Commissioner and Commissioner of Public Works, from whom the Licensee will obtain all necessary licenses and permits for said construction.

2. The bridge shall be for the exclusive use of Licensee and its tenants, and their employees, agents and guests as a pedestrian passage between Parcel 1 and Parcel 2.

3. The Licensee shall, in the construction and use of said bridge, conform to all applicable laws in effect during the life of this Agreement.

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5. The consideration for this permit shall be the payment to the City by the Licensee of an annual fee of \$3,200. The fee will be payable on completion of the bridge, and on July first of each year thereafter. The City may review the fee annually, but any increase in the fee shall not exceed ten percent in any two-year period. Such review shall include all pedestrian bridges licensed by the City.

6. The Licensee covenants with the City to so construct and maintain the bridge so as not to constitute a hazard to persons and/or property making use of CambridgePark Drive, and to indemnify and hold harmless the City from any and all damages or injuries caused by the construction, maintenance, destruction, dismantling or collapse of said bridge, or which arise by reason of any thing falling or being thrown from said bridge, except as such may be caused by the negligence or willful acts of the City or its agents, servants or employees.

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the Licensee, its officers, agents and employees, or by reason of any violation of this Agreement by Licensee or any license or permit necessary for the construction, use or occupancy of said bridge, except as such may be caused by the negligence or willful acts of the City or its agents, servants or employees.

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b) Substantial change of use of the property at 125 or 150 CambridgePark Drive from predominantly office use and uses customarily accessory thereto;

c) A reasonable determination by the City Council that the space occupied by the bridge is required for a paramount municipal use which cannot without undue hardship to the City be otherwise provided for; or

d) A final determination beyond all rights of appeal by a court of competent jurisdiction that the bridge is an unlawful structure.

The revocation shall be effective upon ninety (90) days written notice to the Licensee, said termination to be effective as of the first day of the month following the expiration of such 90-day period. If the City revokes this agreement and permit, the Licensee's obligation to pay the fee specified in paragraph 5 shall cease.

11. The Licensee may, at any time, terminate this agreement and permit by giving the City ninety (90) days notice in writing, said termination to be effective as of the first day of the month following the expiration of such 90-day period.

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15. All notices required hereunder shall be in writing and mailed postage prepaid, by registered or certified mail, return receipt requested, or hand-delivered, addressed in the case of the City to City Manager, City of Cambridge, 795 Massachusetts Avenue, Cambridge, MA 02139, and in the case of the Licensee to Spaulding & Slye, 125 CambridgePark Drive, Cambridge, Massachusetts 02140, Attention Treasurer, with a copy to Hale and Dorr, 60 State Street, Boston, Massachusetts 02109, Attention Robert Tuchmann, Esq., or in the case of either party to such other address as may be designated by written notice given to the other party. Any such notice shall be deemed given when so delivered by hand, or when deposited with the U.S. Postal Service when so mailed.

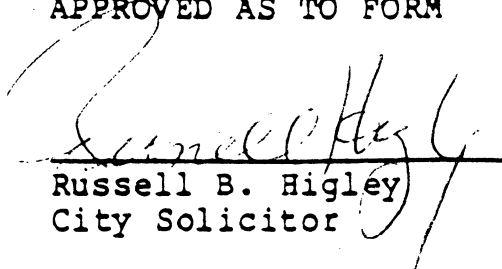
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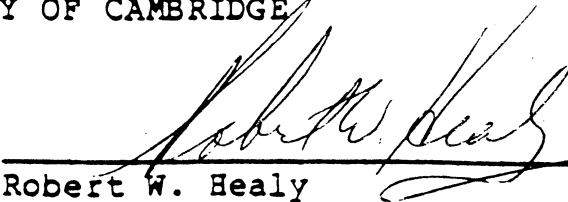
17. If the record owner to Parcel 1 or Parcel 2 holds title in a representative or fiduciary capacity, only the principal or estate represented shall be bound hereby and no trustee and no beneficiary of any trust shall be personally liable for the performance or observance of any obligation expressed or implied hereunder. If such record owner is either a general or limited partnership, liability hereunder shall be limited to the partnership assets and no partner, either general or limited, shall be liable individually for any obligation expressed or implied.

IN WITNESS WHEREOF, the City of Cambridge has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by Robert W. Healy, City Manager, hereinbefore duly authorized by vote of the City Council of the City of Cambridge to execute this agreement which vote is incorporated herewith and made a part hereof; CambridgePark One has caused these presents to be signed in its name and behalf by its duly authorized partners; and CambridgePark Two has caused these presents to be signed in its name and behalf by its duly authorized trustees.

APPROVED AS TO FORM

CITY OF CAMBRIDGE


Russell B. Higley
City Solicitor

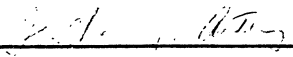
By: 
Robert W. Healy
City Manager

CAMBRIDGEPARK ONE LIMITED PARTNERSHIP
a Massachusetts Limited Partnership

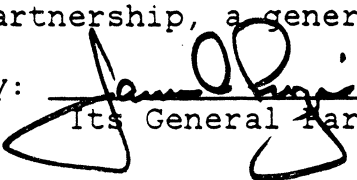
By: Triangle Park Associates, a Joint
Venture, its sole general partner

By: New England Mutual Life
Insurance Company, a general
partner

By: Copley Real Estate
Advisors, Inc., manager
and advisor, hereunto
duly authorized

By: 
Its PRINCIPAL

By: Triangle Park Company, a
Massachusetts Limited
Partnership, a general partner

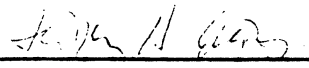
By: 
Its General Partner

CAMBRIDGEPARK TWO LIMITED PARTNERSHIP
a Massachusetts Limited Partnership

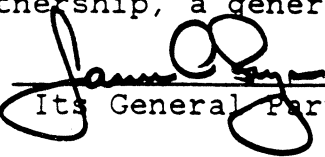
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partner

By: Copley Real Estate
Advisors, Inc., manager
and advisor, hereunto
duly authorized

By: 
Its PRINCIPAL

By: Triangle Park Company, a
Massachusetts Limited
Partnership, a general partner

By: 
Its General Partner

RECEIVED BY
CITY CLERK
MOTION FOR RECONSIDERATION SUBMITTED BY COUNCILLORS DAVID SULLIVAN & ALICE WOLF

1986 NOV -3 PM 7:09

CAMBRIDGE MA.

NOVEMBER 3, 1986

Date

Councillors David Sullivan and Alice Wolf have notified the City Clerk of their intention to move Reconsideration of the vote of the City Council taken on Monday, November 3rd, 1986 granting permission to Roger V. Altreuter, Vice-President & Project Mgr., Spaulding & Slye, on behalf of Triangle Park Associates for the erection of a pedestrian bridge connecting 125 and 150 CambridgePark Drive.

David E. Sullivan
Signature

Alice K. Wolf

City of Cambridge

MASSACHUSETTS

In City Council

Nov. 3

1984

C. D. Sullivan Portpon'e Calendar # 2 for 1 Week

	YEA	NAY	ABSENT	PRESENT
Mr. Thomas W. Denehy		✓		
Mr. Francis H. Duehay	✓			
Ms. Sandra Graham	✓			
Mrs. Sheila T. Russell		✓		
Mr. David E. Sullivan	✓			
Mr. Alfred Vellucci		✓		
Mr. William H. Walsh		✓		
Ms. Alice K. Wolf	✓			
Mayor Walter J. Sullivan		✓		

4 5 0

Failed of Adoption

City of Cambridge

MASSACHUSETTS

In City Council

Nov. 3

1986

*(Sullivan -**Calendar # 2*

	YEA	NAY	ABSENT	PRESENT
Mr. Thomas W. Denehy	✓			
Mr. Francis H. Duehay		✓		
Ms. Sandra Graham		✓		
Mrs. Sheila T. Russell	✓			
Mr. David E. Sullivan		✓		
Mr. Alfred Vellucci	✓			
Mr. William H. Walsh	✓			
Ms. Alice K. Wolf		✓		
Mayor Walter J. Sullivan	✓			

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4

City of Cambridge

MASSACHUSETTS

In City Council

Nov. 17 1986

C. Wolf - Reconsideration Re: Gaudin, and Snye Pedestrian Bridge

	YEA	NAY	ABSENT	PRESENT
Mr. Thomas W. Denehy		✓		
Mr. Francis H. Duehay	✓			
Ms. Sandra Graham	✓			
Mrs. Sheila T. Russell		✓		
Mr. David E. Sullivan	✓			
Mr. Alfred Vellucci		✓		
Mr. William H. Walsh		✓		
Ms. Alice K. Wolf	✓			
Mayor Walter J. Sullivan		✓		

4

5

City of Cambridge

MASSACHUSETTS

In City Council

Nov 17

1986

C.D. Sullivan - Continued Puling & the Chair

	YEA	NAY	ABSENT	PRESENT
Mr. Thomas W. Denehy				
Mr. Francis H. Duehay				
Ms. Sandra Graham				
Mrs. Sheila T. Russell				
Mr. David E. Sullivan				
Mr. Alfred Vellucci				
Mr. William H. Walsh				
Ms. Alice K. Wolf				
Mayor Walter J. Sullivan				

C.D. Sullivan with second motion

RESOLVED,

that the Cambridge City Council approves Spaulding & Slye's request for a pedestrian bridge at Alewife, to take effect upon receipt by the City Clerk of a letter from Spaulding & Slye stating the following points:

1. that Spaulding & Slye will sign a contract with Charles R. Rogers for design of the Green Street Park expansion and the pedestrian connection from Massachusetts Avenue;
2. that, to preserve the safety of the connection between the Park and Massachusetts Avenue, the pedestrian right of way shall be no less than 18 feet wide, for the exclusive use of pedestrians;
3. that Spaulding & Slye acknowledges the City's power to designate the Houghton Beech Tree a historic landmark and withdraws its suit contesting that power.

November 17, 1986

To the Honorable, the Cambridge City Council:

We are very pleased that the efforts of Vice Mayor Vellucci and the Council have moved us so close to a resolution of this matter.

We think Spaulding & Slye's letter of November 3 is a positive step that needs clarification.

Attached is our draft resolution that provides the needed clarification. We strongly urge you to adopt it.

Very truly yours,

Elizabeth L. Taylor
551 Franklin St. #2

Leonard Roseman
551 Franklin St. #2

Wendy Bay Gull
527 Franklin Street

Elizabeth Gull
527 Franklin St.

Silva Sima
535 Franklin

Donald Behrman
544 Franklin St.

Ross Miller
549 Franklin St.

Tom Meekley
539 Franklin St.

Tony Giuliano
539 Franklin St.

Elsa Oafman
603 Franklin St.
Cambridge, MA 02139

Nan White 550 Franklin

Roli Miller 549 Franklin

Joseph P. Diaper
524 Franklin St.
Cambridge, MA 02139

Margot Kempers 606 Franklin Street
Cambridge, MA 02139

Fred Schuchman

Lillian P. Bentley

Blanche Hersey
545 Franklin St. Camb.

11/17/86 Received at Boardroom by City Clerk at 6:40 P.M.

November 17, 1986

To the Honorable, the Cambridge City Council:

We are very pleased that the efforts of Vice Mayor Vellucci and the Council have moved us so close to a resolution of this matter.

We think Spaulding & Slye's letter of November 3 is a positive step that needs clarification.

Attached is our draft resolution that provides the needed clarification. We strongly urge you to adopt it.

Very truly yours,

Gerry Smith 18-1 BAY ST.

Jeffrey R. Berg

469 Franklin St.

469 Franklin St.

Sherry Page Berg

Carol Schwartz

18-4 Bay St, Camb.

John M. W. W. W. W.

18-4 Bay Street

Danielle Byrne

18-2 Bay Street

Michael B. Greenwald

9 EVERETT ST. (Camb 02138)

Brenda Jones

16 Chilton Street Cambridge, MA 02138

Douglas W. Dods

73 Wendell St, Camb 02138

Michelle M. Leye

21 Wendell St, # B Camb.

November 17, 1986

To the Honorable, the Cambridge City Council:

We are very pleased that the efforts of Vice Mayor Vellucci and the Council have moved us so close to a resolution of this matter.

We think Spaulding & Slye's letter of November 3 is a positive step that needs clarification.

Attached is our draft resolution that provides the needed clarification. We strongly urge you to adopt it.

Very truly yours,

Man & Plant
27 Hancock St #5
Cambridge, MA 02139

Donald Hays
594 Green St
Cambridge

P. Sahgal
616 Green St. #3
Camb. MA 02139

Risa Welsh
616 Green St
Cambridge MA 02139
Ray Ruff
620 Green St, Cambridge

Charles Welsh
616 Green St.
Nicholas E. Welsh
32 Seven Pines Ave.

Bess Emanuel
John D. Vyharnelle
600 Green St
Cambridge

W. R. Welsh
616 Green St.
Cambridge

November 17, 1986

To the Honorable, the Cambridge City Council:

We are very pleased that the efforts of Vice Mayor Vellucci and the Council have moved us so close to a resolution of this matter.

We think Spaulding & Slye's letter of November 3 is a positive step that needs clarification.

Attached is our draft resolution that provides the needed clarification. We strongly urge you to adopt it.

Very truly yours,

Linda Yaye Mayeda
E. John Seres
Beth E. Levison
Louis Alexander

LINDA YAYE MAYEDA
E. JOHN SERES
Beth E. Levison
Louis Alexander

929 Mass Ave.

929 Mass Ave.

929 Mass Ave.

~ ~ ~

RESOLVED,

that the Cambridge City Council approves Spaulding & Slye's request for a pedestrian bridge at Alewife, to take effect upon receipt by the City Clerk of a letter from Spaulding & Slye stating the following points:

1. that Spaulding & Slye will sign a contract with Charles R. Rogers for design of the Green Street Park expansion and the pedestrian connection from Massachusetts Avenue;

2. that, to preserve the safety of the connection between the Park and Massachusetts Avenue, the pedestrian right of way shall be no less than 18 feet wide, for the exclusive use of pedestrians;

3. that Spaulding & Slye acknowledges the City's power to designate the Houghton Beech Tree a historic landmark and withdraws its suit contesting that power.

Marie Stackpole-Hayes
Donald Hayes
594 Green St
Cambridge, MA. 02139



CITY OF CAMBRIDGE
INTEROFFICE CORRESPONDENCE

To Russell B. Higley
City Solicitor

Date November 19, 1986

From Joseph E. Connarton
City Clerk

Reference

Subject Draft order for the pedestrian bridge between the premises
125 and 150 CambridgePark Drive.

Enclosed you will find a draft order on the request of Spaulding and
Slye for a pedestrian bridge between 125 and 150 CambridgePark Drive.
Would you kindly review this order and indicate your approval or dis-
approval so that it can be distributed to the appropriate departments.
Your kind attention in this matter will be greatly appreciated.

c.c. Robert W. Healy
City Manager



City of Cambridge

DRAFT ORDER

Calendar Item #6

~~Calendar Item #2~~

IN CITY COUNCIL

November 3, 1986

- WHEREAS: This City Council is in receipt of a communication from Spaulding and Slye Company requesting the City Council approve a license for a pedestrian bridge between the premises 125 and 150 CambridgePark Drive, and
- WHEREAS: The City Council has held numerous hearings to discuss the proposed bridge at which concern from the neighborhood residents as well as the proponents of the bridge were heard, and
- WHEREAS: The bridge will not only be a functional addition to the building facilities but will serve as an asset improving public safety for the employees of the buildings at this location, and
- WHEREAS: Spaulding and Slye agrees to comply with Items Numbered 1 thru 17 of the agreement attached herewith and as executed by the City Manager and the CambridgePark One Limited Partnership and in addition to fulfill the commitments made to the City Council relative to the use and design prepared by C.R. Rogers dated March 25, 1985 regarding the Green Street park expansion and development of a pedestrian connection from Massachusetts Avenue to Green Street Park provided that said pedestrian connection is deemed to be in the interest of public safety and further commits that no further judicial proceedings shall be initiated by Spaulding and Slye relative to the landmark designation of the Beech tree located adjacent to 1000 Massachusetts Avenue, therefore be it
- RESOLVED: That in consideration of the above the City Council goes on record approving the issuance of a license for the construction of a pedestrian bridge between the premises 125 and 150 CambridgePark Drive, and be it further

RESOLVED: That the City Clerk be and hereby is instructed to forward copies to the City Manager and the City Solicitor for review and execution.

In City Council November 3, 1986.
Adopted by a yea and nay vote:-
Yeas 5; Nays 4; Absent 0.
Attest:- Joseph E. Connorton, City Clerk.

A true copy;

ATTEST:-

Joseph E. Connorton

Councillors David Sullivan and Wolf have filed reconsideration on this matter.

11/17/86 - Reconsideration failed on a roll call vote: Yeas 4; Nays 5; Absent 0.

The action taken on November 3, 1986 - adopting the order - stands.

AGREEMENT

This Agreement made this ____ day of _____, 1985, by and between the City of Cambridge, a municipal corporation, acting by and through its City Manager (hereinafter called the "City"), and CambridgePark One Limited Partnership, a Massachusetts limited partnership (hereinafter called "CambridgePark One"), and Stephen H. Anthony, Joseph W. O'Connor, James A. Progin and Peter A. Small, as trustees of Triangle Park Associates Nominee Trust under Declaration of Trust dated June 1, 1983 and recorded in the Middlesex South Registry of Deeds in Book 15038, Page 270 (hereinafter called "Triangle Park"), both with their principal place of business c/o Spaulding & Slye, 15 New England Executive Park, Burlington, MA 01803. (CambridgePark One and Triangle Park are together hereinafter called the "Licensee").

WHEREAS, CambridgePark One is the owner of that certain real property known and numbered as 125 CambridgePark Drive in said Cambridge (hereinafter called "Parcel 1"), on which is located an office building; and

WHEREAS, Triangle Park is the owner of that certain real property known and numbered as 150 CambridgePark Drive in said Cambridge (hereinafter called "Parcel 2") on which it intends to construct an additional office building to be used as an extension of the existing facility on Parcel 1; and

WHEREAS, the Licensee desires that Parcels 1 and 2 be connected by an enclosed bridge for the purpose of connecting the two buildings and allowing them to be used as an integrated facility;

WITNESS THAT:

The City does hereby grant the application of the Licensee made to the Cambridge City Council and approved by vote of the City Council on , 1985 for permission to construct said bridge between Parcels 1 and 2 across CambridgePark Drive, as shown on the plans described below, subject to the following conditions:

1. The bridge shall be constructed in general conformance with plans prepared by Eduardo Catalano, Architects and Engineers, Inc. Said plans have been submitted to the City's Inspectional Services Commissioner and Commissioner of Public Works, from whom the Licensee will obtain all necessary licenses and permits for said construction.

2. The bridge shall be for the exclusive use of Licensee and its tenants, and their employees, agents and guests as a pedestrian passage between Parcel 1 and Parcel 2.

3. The Licensee shall, in the construction and use of said bridge, conform to all applicable laws in effect during the life of this Agreement.

4. The bridge will be an enclosed bridge and will be approximately 13 feet wide, 85 feet long (54 feet of which will pass over CambridgePark Drive) and 11 feet high at the top and 16 feet in clear height above the surface of CambridgePark Drive.

5. The consideration for this permit shall be the payment to the City by the Licensee of an annual fee of \$3,200. The fee will be payable on completion of the bridge, and on July first of each year thereafter. The City may review the fee annually, but any increase in the fee shall not exceed ten percent in any two-year period. Such review shall include all pedestrian bridges licensed by the City.

6. The Licensee covenants with the City to so construct and maintain the bridge so as not to constitute a hazard to persons and/or property making use of CambridgePark Drive, and to indemnify and hold harmless the City from any and all damages or injuries caused by the construction, maintenance, destruction, dismantling or collapse of said bridge, or which arise by reason of any thing falling or being thrown from said bridge, except as such may be caused by the negligence or willful acts of the City or its agents, servants or employees.

7. The Licensee covenants with the City forever to indemnify and save harmless the City against all claims and demands of all persons for damages, costs, expenses or compensation in any way arising out of the use and occupancy by the Licensee of the bridge, or by reason of any act or neglect of

the Licensee, its officers, agents and employees, or by reason of any violation of this Agreement by Licensee or any license or permit necessary for the construction, use or occupancy of said bridge, except as such may be caused by the negligence or willful acts of the City or its agents, servants or employees.

8. The Licensee hereby waives all rights to damages from the City which may result from injury to the bridge arising out of public use of CambridgePark Drive, except as such may be caused by the negligence or willful acts of the City or its agents, servants or employees.

9. It is understood by both parties that the bridge, when completed, will constitute real property, which shall be assessed in the ordinary manner by the City's Board of Assessors to the Licensee pursuant to G.L. c.59, 11.

10. This Agreement and the permit granted by it shall only be revocable by the City upon the happening of any of the following events:

a) The violation of any of the terms or specifications of this Agreement, provided however that the City shall not revoke this Agreement and the permit granted herein if the Licensee commences to cure said violation within thirty (30) days of notice from the City to Licensee of said violation and then diligently pursues such cure to completion;

b) Substantial change of use of the property at 125 or 150 CambridgePark Drive from predominantly office use and uses customarily accessory thereto;

c) A reasonable determination by the City Council that the space occupied by the bridge is required for a paramount municipal use which cannot without undue hardship to the City be otherwise provided for; or

d) A final determination beyond all rights of appeal by a court of competent jurisdiction that the bridge is an unlawful structure.

The revocation shall be effective upon ninety (90) days written notice to the Licensee, said termination to be effective as of the first day of the month following the expiration of such 90-day period. If the City revokes this agreement and permit, the Licensee's obligation to pay the fee specified in paragraph 5 shall cease.

11. The Licensee may, at any time, terminate this agreement and permit by giving the City ninety (90) days notice in writing, said termination to be effective as of the first day of the month following the expiration of such 90-day period.

12. Upon revocation or termination of this permit, the Licensee covenants that it will, at its own cost as soon as practicable, remove the bridge. Upon failure to commence removal of the bridge after ninety (90) days written notice from the City,

except where such failure is for reasons beyond Licensee's reasonable control, the City may, at the sole expense of the Licensee, remove it without liability for inevitable damage resulting to the remaining structures.

13. The Licensee further specifically agrees as follows:

- a) The Licensee shall obtain prior approval of all construction schedules from the City's Traffic Director, so as to insure the orderly flow of traffic during construction of the bridge;
- b) Any light emanating from the interior or exterior of the bridge shall not interfere or cause hazard to traffic, pedestrian or vehicular, passing thereunder;
- c) There will be no signs or other advertising devices on the exterior of the bridge or which are visible from the street or ground level.
- d) No less than fifty percent (50%) of the square footage which is to be devoted to retail activity in the building on Parcel 1 and the building to be constructed on Parcel 2 shall be located on the ground floor of each such building, provided however that this provision shall not become effective with respect to a building until such building achieves ninety percent (90%) occupancy. For purposes of computing the distribution of retail space, any vacant space on the ground floor of either building which was last used for retail activity shall be deemed

to be active retail space unless additional space is rented for retail activity on a floor above the ground floor of either building after such space becomes vacant.

14. The Licensee shall forthwith obtain a Certificate of Insurance at its expense designating the City as an additional insured under its combined single limit for bodily injury and property damage policy in the amount of Five Million Dollars, insuring the City against any liability, loss or damage that might result to the City or any person or property as a result of the construction, maintenance, use or dismantling of the bridge; said insurance policy shall be maintained as long as the bridge remains in existence, and failure to maintain said policy shall be grounds for revocation of this permit forthwith.

15. All notices required hereunder shall be in writing and mailed postage prepaid, by registered or certified mail, return receipt requested, or hand-delivered, addressed in the case of the City to City Manager, City of Cambridge, 795 Massachusetts Avenue, Cambridge, MA 02139, and in the case of the Licensee to Spaulding & Slye, 15 New England Executive Park, Burlington, MA 01803, Attention Treasurer, with a copy to Hale and Dorr, 60 State Street, Boston, Massachusetts 02109, Attention Robert Tuchmann, Esq., or in the case of either party to such other address as may be designated by written notice given to the other party. Any such notice shall be deemed given when so delivered by hand, or when deposited with the U.S. Postal Service when so mailed.

16. This Agreement and the permit granted herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

17. If the record owner to Parcel 1 or Parcel 2 holds title in a representative or fiduciary capacity, only the principal or estate represented shall be bound hereby and no trustee and no beneficiary of any trust shall be personally liable for the performance or observance of any obligation expressed or implied hereunder. If such record owner is either a general or limited partnership, liability hereunder shall be limited to the partnership assets and no partner, either general or limited, shall be liable individually for any obligation expressed or implied.

IN WITNESS WHEREOF, the City of Cambridge has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by Robert W. Healy, City Manager, hereinbefore duly authorized by vote of the City Council of the City of Cambridge to execute this agreement which vote is incorporated herewith and made a part hereof; CambridgePark One has caused these presents to be signed in its name and behalf by its duly authorized partners; and Triangle Park has caused these presents to be signed in its name and behalf by its duly authorized trustees.

APPROVED AS TO FORM

CITY OF CAMBRIDGE

Russell B. Higley
City Solicitor

By: _____
Robert W. Healy
City Manager

**CAMBRIDGEPARK ONE LIMITED PARTNERSHIP
a Massachusetts Limited Partnership**

**By: Triangle Park Associates, a Joint
Venture, its sole general partner**

**By: New England Mutual Life
Insurance Company, a general
partner**

**By: Copley Real Estate
Advisors, Inc., manager and
advisor, hereunto duly
authorized**

**By: _____
Its**

**By: Triangle Park Company, a
Massachusetts Limited
Partnership, a general partner**

**By: _____
Its General Partner**

**TRUSTEES OF TRIANGLE PARK ASSOCIATES
NOMINEE TRUST**

**By: _____
as Trustee of Triangle Park
Associates Nominee Trust for
himself and co-Trustees and not
individually**

**By: _____
as Trustee of Triangle Park
Associates Nominee Trust for
himself and co-Trustees and not
individually**

November 17, 1986

To the Honorable, the Cambridge City Council:

We are very pleased that the efforts of Vice Mayor Vellucci and the Council have moved us so close to a resolution of this matter.

We think Spaulding & Slye's letter of November 3 is a positive step that needs clarification.

Attached is our draft resolution that provides the needed clarification. We strongly urge you to adopt it.

Very truly yours,

MAN Smart 21 Essex St. : Verat Cohen 139 Arthur St., Cambridge

via Sammanipa 17 Bishop Allen Dr., Cambridge

J. Melinda Forbes 3 Gerry's Landing Cambridge

Denise Maillof 179 Prospect St

Denise Caulfield 179 Prospect St

R. & Hayes 195 Prospect St E

Vincent Laurence Dixon 287 Harvard St - No. 64

Le J. Hest.

39 Highland Ave, #3

Shulamit Kahn (Shulamit Kahn) 13 Dudley, Cambridge 02140

Clare Koneen Daw 580 Manservant Ave. Cambridge 02139

James M. Oliver 302 Broadway

Amy Baran Wilson 872 Mass Ave

CONT. OVER

Ann Wilson 372 Mass. Ave.
 Robert Shapiro 117 Harvard St
 Roberta Sloan 501 Green St.
 Paul Thomas 1010 Mass. Ave. #51
 Seth Sanders 550 Memorial Dr Apt 3B
 Anna M Zivian Quincy House B42 HARVARD COLLEGE
 M. Elaine Watson 1038 Mass. Ave.
 Kristina M. Decker 1010 Mass Ave #20
 Deb Collier 107 Pearl St Camb 02139
 Jayne Friedman 55 Magazine St Camb 02139
 Kate Rockberg 381 Mass. Ave. Camb. 02139
 William Allen 172 Putnam Ave, Apt. 2/2, Cambridge 02138
 Connor Ferguson 1200 MASS AVE CAMBRIDGE 02138
 Joe Brewer 6 Mt Auburn St Cambridge
 Barbara Jones 8 Maple Ave C. ~~02139~~ 02139
 Susan Loch 16 Maple Ave, Cambridge 02139
 Paul McLevers 7 Maple Ave. Cambridge, Mass 02139
 Stephen M. Levenson 15
 Charles Fox 12 Maple Ave Cambridge 02139

November 17, 1986,

To the Honorable, the Cambridge City Council:

We are very pleased that the efforts of Vice Mayor Vellucci and the Council have moved us so close to a resolution of this matter.

We think Spaulding & Slye's letter of November 3 is a positive step that needs clarification.

Attached is our draft resolution that provides the needed clarification. We strongly urge you to adopt it.

Very truly yours,

Herlinda Cancon
22 Flagg St
Camb. MA
02138

Mary Lynn Hoffman
118 Kennard St
Cambridge MA 02139
Jan 2 Bridge
659 Green Cambridge 02139

Anne Read
70 Putnam Ave.
Cambridge, MA 02139
Christopher Kirchweg and
Keith Kirchweg
457 Franklin St
Cambridge MA 02139
Bo St Simon
646 Green St.
Cambr. MA 02139

Ann Fuller
479 Franklin St.
Phoebe Morse
663 Green St.

Carol Morica
645 Green St

Harriet Feinberg
639 Green St
Cambr MA 02139

JEFF HARRISON
Diane Curtis
659 Green St / Camb 02139

Phyllis A. Wellens
657 Green St.
Marilyn Wellens
657 Green St.

November 17, 1986

To the Honorable, the Cambridge City Council:

We are very pleased that the efforts of Vice Mayor Vellucci and the Council have moved us so close to a resolution of this matter.

We think Spaulding & Slye's letter of November 3 is a positive step that needs clarification.

Attached is our draft resolution that provides the needed clarification. We strongly urge you to adopt it.

Very truly yours,

Craig Shaw Gardner
656 Green St.
Cambridge, MA 02139

Andrew M. Byle
634 Green St.
Cambridge.

Elisabeth Roberts
658 Green St
Cambridge, MA 02139

Amy Burke
634 Green St.
Cambridge.

Robt E Johns Jr
658 Green St
CAMBRIDGE MA 02139

Martha Lyder
624 Green St.

David Mucci
658 GREEN ST
CAMBRIDGE, MA
02139

Jack Shulch
622 Green St

Main Tegan
648 Green St.
Cambridge 02139

Leo Radonsky
551 Green St #3
Cambridge 02139

November 15, 1981

to the Honorable Cambridge City Council:

I concur with those individuals who have signed the attached letter that the letter of Spaulding & Sie dated November 3, 1980 needs clarification particularly with respect to the revision referred to in the last sentence of paragraph three.

Sincerely,

Albert Stangor, Jr.
108 RIVINGTON ST.

Copley Real Estate Advisors

AN AFFILIATE OF NEW ENGLAND MUTUAL LIFE INSURANCE COMPANY

RECEIVED BY
OFFICE OF CITY CLERK

1986 APR -8 PM 1:17

CAMBRIDGE MA.

STEPHEN H. ANTHONY
Principal

April 7, 1986

Cambridge City Council
City Hall
795 Massachusetts Avenue
Cambridge, MA 02139

Dear Councillor:

With respect to the Cambridge City Council's upcoming vote regarding the proposed overhead bridge between 125 CambridgePark Drive and 150 CambridgePark Drive, we would like to convey our concern about certain unfortunate connections which apparently have been made between CambridgePark project and another project with which we have no affiliation.

Copley Real Estate Advisors, Inc., a wholly-owned subsidiary of New England Mutual Life Insurance Company, represents its parent company which is the majority beneficial owner of the CambridgePark project. Spaulding & Slye Company is a minority beneficial owner and is acting as our development agent.

We understand that some three miles away another future project at 1000 Massachusetts Avenue, of which Spaulding & Slye is a part-owner, has generated controversy in that neighborhood regarding the health of a certain tree. We also understand that assurance of the tree's health has been asserted by those neighbors as an appropriate condition to your approval of our bridge. Please note that Copley has no beneficial interest in or any other connection with the 1000 Massachusetts Avenue project.

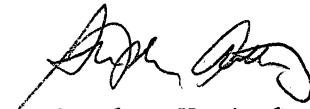
Our CambridgePark project, including the complete rebuilding at our expense of former Rindge Avenue Extension, has been pursued in good faith in response to the general guidelines set forth in the Alewife Master Plan, and we hope that you share our view that the project represents a genuine improvement to a formerly blighted part of Cambridge. Through its interest in CambridgePark, Copley is pleased to become a loyal taxpayer in Cambridge and a participant in its redevelopment, and we look forward to being a long-term player in the City.

Our bridge has been carefully redesigned in response to the recommendations of the City Commissioner of Public Works and the Traffic and Parking Department, and now complies with all applicable rules and concerns as reflected in the draft agreement with the Community Development Department, a copy of which is attached. The bridge is an integral part of our development and, being located in a relatively remote part of Cambridge, should not raise any of the concerns which might otherwise have occurred in more populated and traditional parts of the City.

Please note that we are very disturbed by the notion that our CambridgePark bridge might be "held hostage" by a distant development issue with which we have no connection. We are advised by our attorneys that such a position would be untenable, and we assume that this is clearly not the result which your Council intended. We respectfully request that you vote favorably upon our bridge based solely upon its merits so that we may proceed with the development of what we believe will be one of Cambridge's premiere office complexes.

Thank you for your consideration of this matter.

Very truly yours,



Stephen H. Anthony
Principal

cc: Everett Kennedy, Commissioner of Public Works
Lauren Preston, Traffic and Parking Department
Joseph Kellogg, Community Development Department

Comm. from Stephen H. Anthony, Principal,
Copley Real Estate Advisors Re: proposed
overhead bridge between 125 & 150 Cambridge
Park Drive stating that his firm is a wholly-
owned subsidiary of New England Mutual Life
Insurance Co., its parent company & is the
majority beneficial owner of the CambridgePark
Drive project. Spaulding & Slye is acting
as their development agent & said comm. also
stating Copley has no interest or connection
with the project at 1000 Mass. Ave.

In City Council,

April 14, 1986

Referred to Calendar #3

RECEIVED BY
OFFICE OF CITY CLERK

Spaulding & Slye

1986 FEB 28 PM 3:26

CAMBRIDGE MA.

February 28, 1986

The Honorable Walter J. Sullivan
Mayor of the City of Cambridge
Cambridge City Hall
Cambridge, MA

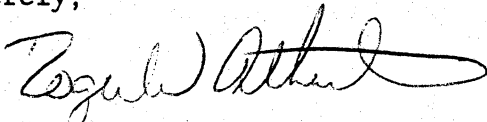
Dear Mayor Sullivan:

On behalf of Triangle Park Associates, I hereby request that the City Council reopen its consideration of a pedestrian bridge license for a bridge connecting 125 and 150 CambridgePark Drive. This matter has been discussed without conclusion in earlier council meetings, including the meeting of April 22, 1985.

Should you have any questions with respect to the bridge, please feel free to give me a call. I have attached for your reference copies of certain correspondence from the North Cambridge Stabilization Committee and from the Commission of Public Works. I have also enclosed a copy of the proposed license.

Thank you in advance for your cooperation.

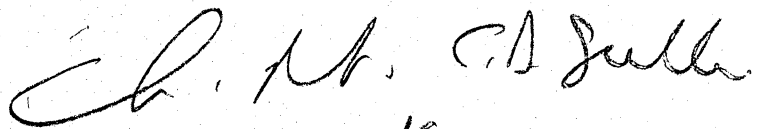
Sincerely,

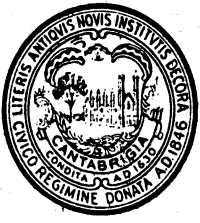


Roger W. Altreuter
Vice President
Project Manager

RWA:mjl
Enclosures

cc: City Clerk
City Council Office


Copies to CLK



CITY OF CAMBRIDGE

147 HAMPSHIRE STREET, CAMBRIDGE, MASSACHUSETTS 02139 498-9051

Public Works Department

Everett R. Kennedy

Commissioner

December 18, 1984

Spaulding & Slye
New England Executive Park
Burlington, MA 01803

Attention: Mr. Roger W. Altreuter

Reference: Pedestrian Overpass, Cambridge Park Drive

Dear Mr. Altreuter:

At your request I have reviewed the plans for the construction of this structure on Cambridge Park. As per our conversation, I have no objection to the construction of this overpass, provided the necessary permits/agreements with the City are completed prior to actual construction. It is my understanding that you are working on all necessary City requirements at this time.

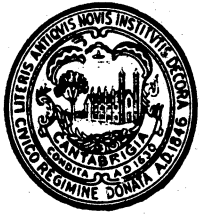
If I can be of any further assistance please let me know.

Very truly yours,

Everett R. Kennedy
Commissioner

ERK/ho'

cc: Ms. Joan Lastovica, City Engineer
Mr. William Ryan, Asst. Commissioner



498-9034

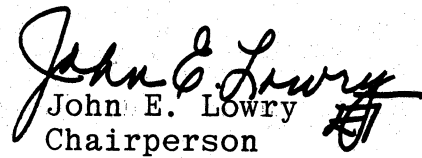
CITY OF CAMBRIDGE
COMMUNITY DEVELOPMENT DEPARTMENT
City Hall Annex - Inman & Broadway - Cambridge, Mass. 02139

February 25, 1985

To Whom it May Concern:

The North Cambridge Stabilization Committee would like to go on record in support of the pedestrian overhead bridge proposed by Spaulding & Slye and presented to the Stabilization Committee in November of 1984.

Respectfully submitted,


John E. Lowry
Chairperson
North Cambridge
Stabilization Committee

JEL/ET/tm



City of Cambridge

DRAFT ORDER

Calendar Item #6

~~Calendar Item #2~~

IN CITY COUNCIL

November 3, 1986

- WHEREAS: This City Council is in receipt of a communication from Spaulding and Slye Company requesting the City Council approve a license for a pedestrian bridge between the premises 125 and 150 CambridgePark Drive, and
- WHEREAS: The City Council has held numerous hearings to discuss the proposed bridge at which concern from the neighborhood residents as well as the proponents of the bridge were heard, and
- WHEREAS: The bridge will not only be a functional addition to the building facilities but will serve as an asset improving public safety for the employees of the buildings at this location, and
- WHEREAS: Spaulding and Slye agrees to comply with Items Numbered 1 thru 17 of the agreement attached herewith and as executed by the City Manager and the CambridgePark One Limited Partnership and in addition to fulfill the commitments made to the City Council relative to the use and design prepared by C.R. Rogers dated March 25, 1985 regarding the Green Street park expansion and development of a pedestrian connection from Massachusetts Avenue to Green Street Park provided that said pedestrian connection is deemed to be in the interest of public safety and further commits that no further judicial proceedings shall be initiated by Spaulding and Slye relative to the landmark designation of the Beech tree located adjacent to 1000 Massachusetts Avenue, therefore be it
- RESOLVED: That in consideration of the above the City Council goes on record approving the issuance of a license for the construction of a pedestrian bridge between the premises 125 and 150 CambridgePark Drive, and be it further

RESOLVED: That the City Clerk be and hereby is instructed to forward copies to the City Manager and the City Solicitor for review and execution.

In City Council November 3, 1986.
Adopted by a yea and nay vote:-
Yeas 5; Nays 4; Absent 0.
Attest:- Joseph E. Connorton, City Clerk.

A true copy;

ATTEST:-

Joseph E. Connorton

Councillors David Sullivan and Wolf have filed reconsideration on this matter.

11/17/86 - Reconsideration failed on a roll call vote: Yeas 4; Nays 5; Absent 0.

The action taken on November 3, 1986 - adopting the order - stands.

AGREEMENT

This Agreement made this ____ day of _____, 1985, by and between the City of Cambridge, a municipal corporation, acting by and through its City Manager (hereinafter called the "City"), and CambridgePark One Limited Partnership, a Massachusetts limited partnership (hereinafter called "CambridgePark One"), and Stephen H. Anthony, Joseph W. O'Connor, James A. Progin and Peter A. Small, as trustees of Triangle Park Associates Nominee Trust under Declaration of Trust dated June 1, 1983 and recorded in the Middlesex South Registry of Deeds in Book 15038, Page 270 (hereinafter called "Triangle Park"), both with their principal place of business c/o Spaulding & Slye, 15 New England Executive Park, Burlington, MA 01803. (CambridgePark One and Triangle Park are together hereinafter called the "Licensee").

WHEREAS, CambridgePark One is the owner of that certain real property known and numbered as 125 CambridgePark Drive in said Cambridge (hereinafter called "Parcel 1"), on which is located an office building; and

WHEREAS, Triangle Park is the owner of that certain real property known and numbered as 150 CambridgePark Drive in said Cambridge (hereinafter called "Parcel 2") on which it intends to construct an additional office building to be used as an extension of the existing facility on Parcel 1; and

WHEREAS, the Licensee desires that Parcels 1 and 2 be connected by an enclosed bridge for the purpose of connecting the two buildings and allowing them to be used as an integrated facility;

WITNESS THAT:

The City does hereby grant the application of the Licensee made to the Cambridge City Council and approved by vote of the City Council on , 1985 for permission to construct said bridge between Parcels 1 and 2 across CambridgePark Drive, as shown on the plans described below, subject to the following conditions:

1. The bridge shall be constructed in general conformance with plans prepared by Eduardo Catalano, Architects and Engineers, Inc. Said plans have been submitted to the City's Inspectional Services Commissioner and Commissioner of Public Works, from whom the Licensee will obtain all necessary licenses and permits for said construction.

2. The bridge shall be for the exclusive use of Licensee and its tenants, and their employees, agents and guests as a pedestrian passage between Parcel 1 and Parcel 2.

3. The Licensee shall, in the construction and use of said bridge, conform to all applicable laws in effect during the life of this Agreement.

4. The bridge will be an enclosed bridge and will be approximately 13 feet wide, 85 feet long (54 feet of which will pass over CambridgePark Drive) and 11 feet high at the top and 16 feet in clear height above the surface of CambridgePark Drive.

5. The consideration for this permit shall be the payment to the City by the Licensee of an annual fee of \$3,200. The fee will be payable on completion of the bridge, and on July first of each year thereafter. The City may review the fee annually, but any increase in the fee shall not exceed ten percent in any two-year period. Such review shall include all pedestrian bridges licensed by the City.

6. The Licensee covenants with the City to so construct and maintain the bridge so as not to constitute a hazard to persons and/or property making use of CambridgePark Drive, and to indemnify and hold harmless the City from any and all damages or injuries caused by the construction, maintenance, destruction, dismantling or collapse of said bridge, or which arise by reason of any thing falling or being thrown from said bridge, except as such may be caused by the negligence or willful acts of the City or its agents, servants or employees.

7. The Licensee covenants with the City forever to indemnify and save harmless the City against all claims and demands of all persons for damages, costs, expenses or compensation in any way arising out of the use and occupancy by the Licensee of the bridge, or by reason of any act or neglect of

the Licensee, its officers, agents and employees, or by reason of any violation of this Agreement by Licensee or any license or permit necessary for the construction, use or occupancy of said bridge, except as such may be caused by the negligence or willful acts of the City or its agents, servants or employees.

8. The Licensee hereby waives all rights to damages from the City which may result from injury to the bridge arising out of public use of CambridgePark Drive, except as such may be caused by the negligence or willful acts of the City or its agents, servants or employees.

9. It is understood by both parties that the bridge, when completed, will constitute real property, which shall be assessed in the ordinary manner by the City's Board of Assessors to the Licensee pursuant to G.L. c.59, 11.

10. This Agreement and the permit granted by it shall only be revocable by the City upon the happening of any of the following events:

a) The violation of any of the terms or specifications of this Agreement, provided however that the City shall not revoke this Agreement and the permit granted herein if the Licensee commences to cure said violation within thirty (30) days of notice from the City to Licensee of said violation and then diligently pursues such cure to completion;

b) Substantial change of use of the property at 125 or 150 CambridgePark Drive from predominantly office use and uses customarily accessory thereto;

c) A reasonable determination by the City Council that the space occupied by the bridge is required for a paramount municipal use which cannot without undue hardship to the City be otherwise provided for; or

d) A final determination beyond all rights of appeal by a court of competent jurisdiction that the bridge is an unlawful structure.

The revocation shall be effective upon ninety (90) days written notice to the Licensee, said termination to be effective as of the first day of the month following the expiration of such 90-day period. If the City revokes this agreement and permit, the Licensee's obligation to pay the fee specified in paragraph 5 shall cease.

11. The Licensee may, at any time, terminate this agreement and permit by giving the City ninety (90) days notice in writing, said termination to be effective as of the first day of the month following the expiration of such 90-day period.

12. Upon revocation or termination of this permit, the Licensee covenants that it will, at its own cost as soon as practicable, remove the bridge. Upon failure to commence removal of the bridge after ninety (90) days written notice from the City,

except where such failure is for reasons beyond Licensee's reasonable control, the City may, at the sole expense of the Licensee, remove it without liability for inevitable damage resulting to the remaining structures.

13. The Licensee further specifically agrees as follows:

a) The Licensee shall obtain prior approval of all construction schedules from the City's Traffic Director, so as to insure the orderly flow of traffic during construction of the bridge;

b) Any light emanating from the interior or exterior of the bridge shall not interfere or cause hazard to traffic, pedestrian or vehicular, passing thereunder;

c) There will be no signs or other advertising devices on the exterior of the bridge or which are visible from the street or ground level.

d) No less than fifty percent (50%) of the square footage which is to be devoted to retail activity in the building on Parcel 1 and the building to be constructed on Parcel 2 shall be located on the ground floor of each such building, provided however that this provision shall not become effective with respect to a building until such building achieves ninety percent (90%) occupancy. For purposes of computing the distribution of retail space, any vacant space on the ground floor of either building which was last used for retail activity shall be deemed

to be active retail space unless additional space is rented for retail activity on a floor above the ground floor of either building after such space becomes vacant.

14. The Licensee shall forthwith obtain a Certificate of Insurance at its expense designating the City as an additional insured under its combined single limit for bodily injury and property damage policy in the amount of Five Million Dollars, insuring the City against any liability, loss or damage that might result to the City or any person or property as a result of the construction, maintenance, use or dismantling of the bridge; said insurance policy shall be maintained as long as the bridge remains in existence, and failure to maintain said policy shall be grounds for revocation of this permit forthwith.

15. All notices required hereunder shall be in writing and mailed postage prepaid, by registered or certified mail, return receipt requested, or hand-delivered, addressed in the case of the City to City Manager, City of Cambridge, 795 Massachusetts Avenue, Cambridge, MA 02139, and in the case of the Licensee to Spaulding & Slye, 15 New England Executive Park, Burlington, MA 01803, Attention Treasurer, with a copy to Hale and Dorr, 60 State Street, Boston, Massachusetts 02109, Attention Robert Tuchmann, Esq., or in the case of either party to such other address as may be designated by written notice given to the other party. Any such notice shall be deemed given when so delivered by hand, or when deposited with the U.S. Postal Service when so mailed.

16. This Agreement and the permit granted herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

17. If the record owner to Parcel 1 or Parcel 2 holds title in a representative or fiduciary capacity, only the principal or estate represented shall be bound hereby and no trustee and no beneficiary of any trust shall be personally liable for the performance or observance of any obligation expressed or implied hereunder. If such record owner is either a general or limited partnership, liability hereunder shall be limited to the partnership assets and no partner, either general or limited, shall be liable individually for any obligation expressed or implied.

IN WITNESS WHEREOF, the City of Cambridge has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by Robert W. Healy, City Manager, hereinbefore duly authorized by vote of the City Council of the City of Cambridge to execute this agreement which vote is incorporated herewith and made a part hereof; CambridgePark One has caused these presents to be signed in its name and behalf by its duly authorized partners; and Triangle Park has caused these presents to be signed in its name and behalf by its duly authorized trustees.

APPROVED AS TO FORM

CITY OF CAMBRIDGE

Russell B. Higley
City Solicitor

By: _____
Robert W. Healy
City Manager

**CAMBRIDGEPARK ONE LIMITED PARTNERSHIP
a Massachusetts Limited Partnership**

**By: Triangle Park Associates, a Joint
Venture, its sole general partner**

**By: New England Mutual Life
Insurance Company, a general
partner**

**By: Copley Real Estate
Advisors, Inc., manager and
advisor, hereunto duly
authorized**

**By: _____
Its**

**By: Triangle Park Company, a
Massachusetts Limited
Partnership, a general partner**

**By: _____
Its General Partner**

**TRUSTEES OF TRIANGLE PARK ASSOCIATES
NOMINEE TRUST**

**By: _____
as Trustee of Triangle Park
Associates Nominee Trust for
himself and co-Trustees and not
individually**

**By: _____
as Trustee of Triangle Park
Associates Nominee Trust for
himself and co-Trustees and not
individually**

Spaulding & Slye

November 3, 1986

Vice Mayor Alfred E. Vellucci
Cambridge City Hall
795 Massachusetts Avenue
Cambridge, MA 02139

Dear Vice Mayor Vellucci:

We appreciate your efforts to mediate the issues at 1000 Massachusetts Avenue. Meeting with you has helped us better understand the neighborhood's concerns. We are prepared to make the following commitments in connection with the proposed 1000 Massachusetts Avenue Phase II addition.

1. We will commit to use the design prepared by C.R. Rogers dated March 26, 1985 for the Green Street Park expansion.
2. We will commit to include a pedestrian connection from Massachusetts Avenue to the park as part of the design.

Because of the uncertain future of the market for office space in this area and the controversy our proposed design has generated, we have instructed our attorney to place a stay on the appeal of the historic designation of the beech tree. This will bring the judicial proceedings to a halt, so that we may have time to re-examine our plans for the site. In order to make this review comprehensive, we intend to consider all uses and designs permitted by the Zoning Code including those which include housing on Green Street.

As you consider this evening's vote, we ask that you bear in mind the longstanding support our proposed bridge has had from the North Cambridge Stabilization Committee. In addition, we would ask that you remember the distinctly different partnerships which own these two projects.

Sincerely,



Roger W. Altreuter
Vice President
Project Manager

City of Cambridge

MASSACHUSETTS

In City Council

3/24 1986

Charter Right #5 - C. Vellum on Tabletop

	YEA	NAY	ABSENT	PRESENT
Mr. Thomas W. Danehy		✓		
Mr. Francis H. Duehay	✓			
Ms. Sandra Graham	✓			
Mrs. Sheila T. Russell		✓		
Mr. David E. Sullivan	✓			
Mr. Alfred Vellucci	✓			
Mr. William H. Walsh		✓		
Ms. Alice K. Wolf	✓			
Mayor Walter J. Sullivan		✓		

5 4

AGREEMENT

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WHEREAS, Triangle Park is the owner of that certain real property known and numbered as 150 CambridgePark Drive in said Cambridge (hereinafter called "Parcel 2") on which it intends to construct an additional office building to be used as an extension of the existing facility on Parcel 1; and

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4. The bridge will be an enclosed bridge and will be approximately 13 feet wide, 85 feet long (54 feet of which will pass over CambridgePark Drive) and 11 feet high at the top and 16 feet in clear height above the surface of CambridgePark Drive.

5. The consideration for this permit shall be the payment to the City by the Licensee of an annual fee of \$3,200. The fee will be payable on completion of the bridge, and on July first of each year thereafter. The City may review the fee annually, but any increase in the fee shall not exceed ten percent in any two-year period. Such review shall include all pedestrian bridges licensed by the City.

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7. The Licensee covenants with the City forever to indemnify and save harmless the City against all claims and demands of all persons for damages, costs, expenses or compensation in any way arising out of the use and occupancy by the Licensee of the bridge, or by reason of any act or neglect of

the Licensee, its officers, agents and employees, or by reason of any violation of this Agreement by Licensee or any license or permit necessary for the construction, use or occupancy of said bridge, except as such may be caused by the negligence or willful acts of the City or its agents, servants or employees.

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b) Substantial change of use of the property at 125 or 150 CambridgePark Drive from predominantly office use and uses customarily accessory thereto;

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16. This Agreement and the permit granted herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

17. If the record owner to Parcel 1 or Parcel 2 holds title in a representative or fiduciary capacity, only the principal or estate represented shall be bound hereby and no trustee and no beneficiary of any trust shall be personally liable for the performance or observance of any obligation expressed or implied hereunder. If such record owner is either a general or limited partnership, liability hereunder shall be limited to the partnership assets and no partner, either general or limited, shall be liable individually for any obligation expressed or implied.

IN WITNESS WHEREOF, the City of Cambridge has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by Robert W. Healy, City Manager, hereinbefore duly authorized by vote of the City Council of the City of Cambridge to execute this agreement which vote is incorporated herewith and made a part hereof; CambridgePark One has caused these presents to be signed in its name and behalf by its duly authorized partners; and Triangle Park has caused these presents to be signed in its name and behalf by its duly authorized trustees.

APPROVED AS TO FORM

CITY OF CAMBRIDGE

Russell B. Higley
City Solicitor

By: _____
Robert W. Healy
City Manager

**CAMBRIDGEPARK ONE LIMITED PARTNERSHIP
a Massachusetts Limited Partnership**

**By: Triangle Park Associates, a Joint
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**By: _____
Its General Partner**

**TRUSTEES OF TRIANGLE PARK ASSOCIATES
NOMINEE TRUST**

**By: _____
as Trustee of Triangle Park
Associates Nominee Trust for
himself and co-Trustees and not
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**By: _____
as Trustee of Triangle Park
Associates Nominee Trust for
himself and co-Trustees and not
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8.

H-125
Calendar #2
Comm. from Roger V. Altreuter, Vice-Pres. & Project Mgr., Spaulding & Slye on behalf of Triangle Park Associates requesting that the Council reopen consideration of a pedestrian bridge connecting 125 & 150 CambridgePark Drive. & transmitting a proposed license for same & various correspondence.

H-125

In City Council,

March 3, 1986

*3/3/86 - Charter Requested by
C. David Sullivan*

3/24/86 - Petition tabled

*11/3/86 moved from table for permission
for bridge granted*

11/3/86 Reconsideration filed

*11/17/86 Reconsideration adj. + Motion
of 11/2/86 adopting ordinance*