

# City of Cambridge

MASSACHUSETTS

Agenda #6 Vote of the City Council

RE: Application for authorization In City Council  
and approval of a project under  
Mass. G.L. (Ter. Ed.) Chapter 121A,  
as amended.

*April 2, 1979*

March 19

197 9

	YEA	NAY	ABSENT	PRESENT
Mr. Crane				
Mr. Duehay				
Mr. Frisoli				
Ms. Graham				
Ms. Preusser				
Mr. Sullivan				
Mr. Vellucci				
Mr. Wylie				
Mayor Danahy				

BOK

Draft 3/15/79

APPLICATION FOR AUTHORIZATION AND APPROVAL  
OF A PROJECT UNDER MASS. G.L. (TER. ED.)  
CHAPTER 121A, AS AMENDED

The undersigned (the "Applicants") hereby apply to the Department of Community Affairs (the "Department"), pursuant to the provisions of Mass. G.L. (Ter. Ed.) Chapter 121A, as amended, and the Rules and Regulations issued by the Department, for authorization and approval by the Department of a project (the "Project") to be constructed, operated and maintained on the premises described in Paragraph B hereof (the "Project Area") in accordance with the provisions of said Chapter 121A, as amended, and with this Application and accompanying Exhibits.

A. DESCRIPTION OF PROPOSED ENTITY. The Applicants propose to form a Massachusetts not-for-profit corporation to be called East Cambridge Community Development Corporation, which will have its principal office at Cambridge City Hall, Cambridge, Massachusetts 02138. A copy of the proposed Articles of Organization of such corporation is filed herewith as Exhibit A. The name, address and occupation of each Applicant is set forth in Exhibit B. Since the Applicants constitute all the City Councilors of the City of Cambridge and the City Manager thereof acting in their official capacity, bank references are not appropriate and are therefore not supplied.

All notices and requests by the Authority in connection with this Application should be sent to:

East Cambridge Community Development Corporation  
c/o City Manager  
Cambridge City Hall  
Cambridge, Mass. 02138

The proposed corporation will be an instrumentality of the City of Cambridge and will act as a public body in carrying out the Project.

B. LOCATION OF PROPOSED PROJECT. The Project is located in East Cambridge, Middlesex County, Massachusetts, along the Charles River between Longfellow Bridge and Monseigneur O'Brien Highway and to the east of Bridge Street. The various

portions of the Project Area are presently owned by the persons identified on Exhibit C. A description by metes and bounds of the Project Area is filed herewith as Exhibit D.

C. DESCRIPTION OF PROPOSED PROJECT. The Project for which the Department's authorization and approval are sought is described in the booklet entitled "East Cambridge Riverfront Plan", dated May, 1978, prepared by the City of Cambridge Community Development Department, a copy of which is attached as Exhibit E (the Plan). The Project will involve both public and private development, and will in part consist of the acquisition by the Applicant, by purchase or through the exercise of powers of eminent domain, of various parcels in the Project Area from the present owners thereof for redevelopment in accordance with the terms of the Plan and Funding Approvals under Section 119 of the Housing and Community Development Act of 1974, as amended, which may be issued in connection with the Project. A copy of the initial funding approval is filed herewith as Exhibit F. No request for the exercise of the power of eminent domain is included herein but Applicants reserve the right by subsequent amendments to this Application or supplemental applications relating to specific parcels in the Project area to request the right to exercise the power of eminent domain.

The purpose of the corporation will be to expedite the carrying out of the Project by serving as an entity that may acquire, hold and sell real estate to other public and private developers to carry out individual projects. In addition, if necessary, the corporation will undertake specific projects in the Project Area. Plans showing the approximate location and characteristics of the structures and facilities to be constructed as a part of the Project are included in the Plan. Photographs of models and artists' renderings of the Project Area showing the buildings and other improvements to be constructed and indicating the nature and extent of the Project are also included in the Plan. Site plans for individual parcels will be prepared as required, but a site plan of the entire Project Area is not now contemplated. Drawings of proposed buildings and other improvements on specific parcels (including typical elevations and floor plans) and outline specifications showing generally the character and quality of the construction thereof will be prepared as aspects of the Project are finalized with respect to specific parcels and improvements.

D. COMPLIANCE WITH MASTER PLAN. The City of Cambridge has not formally adopted a master plan. The project is consistent with the planning policies of the City, as outlined in the City's comprehensive plan, as developed in 1975-1976. The project is also consistent with the "East Cambridge Riverfront Plan" as endorsed by a City Council resolution of July 20, 1978.

E. PROJECT AREA AS BLIGHTED OPEN, DECADENT OR SUBSTANDARD. The Project Area is a blighted, substandard and decadent area within the meaning of Chapter 121A of the Mass. General Laws. Major portions of the Project Area have been vacant and unused for years. Several major buildings in the area such as the Carter Ink building, the Lechmere construction building, two buildings on the Charles River and the Cuneo press building have been vacant or underutilized for several years. The blighting influence of the area has negatively affected the residential neighborhood, the city's tax base, employment opportunities and the availability of development financing. The United States Department of Housing and Urban Development has recognized the area as blighted, open, decadent and substandard in its award on July 10, 1978 of a 6.8 million dollar Urban Development Action Grant for the purpose of urban revitalization. Soil conditions are such that substantial expense is necessary in order to provide adequate foundations for buildings over three stories in height. A review of the existing condition of the Project Area is provided in the Plan. As a result of such conditions, it is unlikely that the Project would be undertaken by the normal action of private enterprise.

F. EXEMPTION FROM TAXATION. It is not intended that the Project Area as a whole be exempt from taxation pursuant to Chapter 121A. The Applicants, however, reserve the right, by subsequent amendments to this Application or supplemental applications relating to specific improvements on specific portions of the Project Area, to utilize the tax agreement privileges of Chapter 121A, including any extension of periods of tax exemption pursuant to Chapter 121A.

G. TIMETABLE FOR COMMENCEMENT AND COMPLETION OF THE PROJECT. Unless prevented or delayed by circumstances not reasonably within their control, the Applicants propose to proceed forthwith after approval of the Project to acquire or contract for the acquisition of parcels in the Project Area and to see that construction of the Project commences as soon as possible.

The completion of construction of the entire Project should occur within seven (7) years after approval of the Project, and in accordance with the schedules prescribed in the funding approvals issued under Section 119 of the Housing and Urban Development Act of 1974.

H. ESTIMATED PROJECT COST. The cost of the Project to the Applicants is estimated to be approximately \$6,800,000, allocated as follows:

Land Acquisition	\$ 280,000
Streets and Site Improvements	2,000,000
Clearance and Demolition	40,000
Commercial Rehab	835,000
Relocation	35,000
Architectural & Engineering	707,000
Administration	400,000
Contingency	400,000
	<hr/>
	\$6,900,000

The Project will be operated by the purchasers or the lessees of the various individual parcels constituting the Project Area; there will be no operating costs to the Applicants that will not be provided from Project revenues. The cost of the Project to purchasers and the lessees of the various individual parcels constituting the Project Area will be determined in connection with the finalization of individual projects.

I. FINANCING. The Applicants anticipate that all financing for the Project will be provided by an Urban Development Action Grant made under Section 119 of the Housing and Community Development Act of 1974. The proposed corporation will be owned by the Applicants in their official capacities and only nominal amounts of equity capital will be contributed to the proposed corporation; but the Applicants anticipate that payments of such borrowings will be secured by pledges of specific revenues and will not be secured by the general credit of the proposed corporation.

No persons other than the City of Cambridge shall have a beneficial interest in the proposed corporation.

As a not for profit corporation, no stock will be issued.

J. ESTIMATED FISCAL IMPACT ON COMMUNITY. The Plan discusses the Project objectives and the fiscal impact of the Project in general terms.

K. PRACTICABILITY OF PROJECT. The Project is practicable for the Applicants because only nominal amounts of their funds are involved in the Project and because the Urban Development Action Grant has already been obtained.

The Project will commence immediately upon approval of this Application.

Except with respect to specific projects, no funds need be retained for maintenance and management.

L. PROPOSED 6A CONTRACT. No Section 6A contract is presently proposed.

M. RELOCATION PLAN. The carrying out of the project will not involve the destruction or rehabilitation of buildings occupied in whole or in part as dwelling units. The Project will effect several commercial properties although the major impact on commercial properties will result not from 121A activities, but from public improvements such as the roadway and parks.

N. ENVIRONMENTAL DATA. The final Environmental Impact Statement/Environmental Impact Report has been submitted to the State and Federal government for final review. A notice to this effect has been published in the Massachusetts Environmental Monitor and the Federal Register.

O. ADDITIONAL INFORMATION.

1. The project area does include land presently approved by the Department of Public Works for the construction of roads; the project does include land approved for other public improvements as described in the plan. The design work for these public improvements is in a preliminary phase and conceptual plans have been approved, but the exact layout of these improvements cannot be determined until the appropriate design stage is reached. Conceptual illustrations of the projected public improvements are included in Exhibit G.

2. The Project does not require the grant of a permit for the erection, maintenance and use of a garage within five hundred (500) feet of one or more buildings occupied in whole or in part as a public or private school with an enrollment exceeding fifty (50) pupils or as a church, notwithstanding that such school or church is located outside the Project Area.

3. The Project as proposed complies with all applicable zoning, subdivision, health and building ordinances, by-laws or other rules and regulations.

P. REQUIRED EXHIBITS. In addition to the Exhibits referred to above, there are filed herewith and made a part of this Application and included in the oath under which this Application is subscribed:

1. Six conformed copies of this Application.
2. Six copies of the proposed Regulatory Agreement required by Section C of Chapter 121A signed by the Applicant but undated in the form attached to this Application as Exhibit H.

EXECUTED under oath this <> day of <>, 1979.

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COMMONWEALTH OF MASSACHUSETTS) )SS.  
COUNTY OF SUFFOLK )

Then personally appeared the above named  
who, being duly sworn, severally made oath that to the best of  
his knowledge and belief the statements contained in the fore-  
going Application and the Exhibits included therein are true.  
Before me, this <> day of <>, 1979.

\_\_\_\_\_  
Notary Public

My commission expires:

EXHIBIT A

Articles of Organization

EXHIBIT B

Applicants

EXHIBIT C

Project Area Land Owners

EXHIBIT D

Metes and Bounds Description of Project Area

EXHIBIT E

East Cambridge Riverfront Plan

EXHIBIT F

Initial Funding Approval

EXHIBIT G

Public Areas

EXHIBIT H

Form of Proposed Regulatory Agreement

EXHIBIT A

The Commonwealth of Massachusetts  
PAUL GUZZI

Secretary of the Commonwealth  
ONE ASHBURTON PLACE, BOSTON, MASS. 02108

ARTICLES OF ORGANIZATION

(Under G.L. Ch. 180)

Incorporators

NAME	RESIDENCE
<i>Include given name in full in case of natural persons; in case of a corporation, give state of incorporation.</i>	
Michael D. Sinclair	131 Bay State Road Boston, Massachusetts 02215

The above-named incorporator(s) do hereby associate (themselves) with the intention of forming a corporation under the provisions of General Laws, Chapter 180 and hereby state(s):

1. The name by which the corporation shall be known is:

East Cambridge Community Development Corporation, Inc.

2. The purposes for which the corporation is formed are as follows:

The purposes of the corporation, all of which are to be civic, educational, charitable, benevolent or religious within the meaning of the Massachusetts General Laws, Chapter 180, Section 4(a), are as follows:

To expedite the implementation of the East Cambridge Riverfront Plan (the Plan), as prepared by the Community Development Department of the City of Cambridge (the City) and thereby to (i) increase employment opportunities in the City; (ii) expand the City's tax base; (iii) enhance the physical environment of East Cambridge; (iv) conserve the existing social and economic diversity of East Cambridge; and (v) exploit the environmental, recreational and economic potential offered by the East Cambridge Riverfront;

[Continued on Page 2A]

NOTE: If provisions for which the space provided under Articles 2, 3 and 4 is not sufficient, additions should be set out on continuation sheets to be numbered 2A, 2B, etc. Indicate under each Article where the provision is set out. Continuation sheets shall be on 8 1/2" x 11" paper and must have a left-hand margin 1 inch wide for binding. Only one side should be used.

To acquire, hold, sell and otherwise dispose of real estate in East Cambridge to public and private real estate development entities to carry out individual projects under the Plan; and

To undertake development projects under the Plan.

In furtherance of the foregoing purposes, the corporation is organized to:

(a) Solicit and accept, by subscription, gift, grant, donation, bequest, devise or otherwise, real property, money and other personal property of any kind from the general public and from any firm, association, trust, foundation or corporation, including any municipal, state or national government or other governmental unit or instrumentality thereof;

(b) Aid, work with and participate in the activities of other organizations, individuals and public entities engaged in any purpose similar to any purpose of the corporation, and be a partner in any entity which the corporation would have the power to conduct by itself;

(c) Provide facilities, personnel and funds in order to achieve, and to assist public agencies and other private non-profit agencies and combinations thereof to achieve, any purpose of the corporation;

(d) Make grants of all or part of the funds and property of the corporation in furtherance of any purpose of the corporation;

(e) Do any and all things directly or indirectly related to any of the foregoing activities and in furtherance of the foregoing purposes;

(f) Promote research studies in the furtherance of any above purpose of the corporation, including the making of educational grants; and

(g) Exercise all powers which may be exercised by any corporation subject to the provisions of said Chapter 180 or its successor provisions;

(h) Exercise all powers of corporations subject to the provisions of Chapter 156 B of the Massachusetts General Laws or its successor provisions which may lawfully be exercised by any corporation subject to the provisions of said Chapter 180 or its successor provisions.

3. If the corporation has more than one class of members, the designation of such classes, the manner of election or appointment, the duration of membership and the qualification and rights, including voting rights, of the members of each class, are as follows:—

The classes of membership, the designation of such classes, the manner of election or appointment to membership, the duration of the membership and the qualifications and rights, including voting rights, of the members of each class are set forth in the corporation's bylaws as permitted by said Chapter 180.

- 4. Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or members, or of any class of members, are as follows:—

FIRST: The corporation shall not be operated for profit. No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to, any member, director or officer of the corporation, or any other private person. However, the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of one or more of its purposes.

SECOND: No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate or intervene in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office.

[Continued on Page 4A]

• If there are no provisions state "None".

THIRD: Meetings of members may be held anywhere in the United States.

FOURTH: The directors may make, amend or repeal the bylaws in whole or in part, except with respect to any provision hereof which by law or the by-laws requires action by the members.

FIFTH: The corporation shall indemnify every director and officer against all judgments, fines, settlement payments and expenses, including reasonable attorneys' fees, paid or incurred in connection with any claim, action, suit or proceeding, civil or criminal, to which he may be made a party or with which he may be threatened by reason of his being or having been a director or officer of the corporation, or, at its request, a director, officer, stockholder or member of any other corporation, firm or association of which he is not so indemnified, or by reason of any action or omission by him in such capacity, whether or not he continues to be a director or officer at the time of incurring such expenses or at the time the indemnification is made. No indemnification shall be made hereunder (a) with respect to payments and expenses incurred in relation to matters as to which he shall be finally adjudged in such action, suit or proceeding not to have acted in good faith and in the reasonable belief that his action was in the best interests of the corporation, or (b) otherwise prohibited by law. The foregoing right of indemnification shall not be exclusive of other rights to which any director or officer may otherwise be entitled and shall inure to the benefit of the executor or administrator of such director or officer.

SIXTH: No contract or other transaction of the corporation, in the absence of fraud, shall be affected or invalidated by the fact that any member, director or officer of the corporation or any corporation, firm or association of which he may be a director, officer, stockholder or member may be a party to or may have an interest, pecuniary or otherwise, in any such contract or other transaction, provided that the nature and extent of his interest was disclosed to or known by the entire Board of Directors before acting on such contract or other transaction. Except in the case of any contract or other transaction between

the corporation and any other corporation controlling, controlled by or under common control with the corporation, any director of the corporation who is also a director, officer, stockholder or member of any corporation, firm or association with which the corporation proposes to contract or transact any business, or who has an interest, pecuniary or otherwise, in any such contract or other transaction, may not be counted in determining the existence of a quorum at any meeting of the Board of Directors which shall authorize any such contract or such transaction, and such director shall not participate in the vote to authorize any such contract or transaction. Any such contract or transaction may be authorized or approved by a majority of the directors then in office and not disqualified by this Article SIXTY to vote on such matters, even though the disinterested directors do not constitute a quorum.

SEVENTH: The corporation shall have any and all additional powers necessary or incidental to the foregoing powers but not inconsistent with the powers of a corporation incorporated not for profit under the provisions of said Chapter 180, including but not limited to the following:

(A) The corporation may apply for and receive from source or sources outright, in trust or otherwise, by gift, devise, bequest or otherwise, and hold cash, securities and real and personal property to the extent from time to time authorized by law.

(B) The corporation may retain, may buy or otherwise acquire, may renovate, improve, sell, lease, convey or otherwise dispose of, and may invest and reinvest its assets in, any property, whether real or personal and within or without Massachusetts, including without limitation any stock, obligations, or other securities of any corporation, association or business trust, investment trust or investment company, provided that none of the assets of the corporation shall be given or loaned directly or indirectly to any director or member.

(C) The corporation may work and cooperate with and through other entities, groups, organizations, officials,

agencies, public or private, and individuals concerned with the purposes of the corporation.

(D) The corporation may borrow, raise or lend money for any of the purposes of the corporation and from time to time, without limits as to amount, draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable instruments and evidences of indebtedness; may secure the payment of any thereof and of the interest thereon by mortgage upon a pledge, conveyance or assignment in trust of the whole or any part of the property of the corporation, whether at the time owned or thereafter acquired; and may sell, pledge or otherwise dispose of such bonds or other obligations of the corporation for its corporate purposes.

(E) The corporation may make contracts, incur liabilities, borrow money, make and endorse bonds, notes and other evidences of indebtedness, and mortgage, pledge or create any security interest in any real or personal property, all on such terms as its Board of Directors may determine.

(F) The corporation may raise funds for the furtherance of the corporation's activities by solicitation and receipt of gifts, bequests, sponsorships, grants and membership dues and fees, and in any other manner allowed by the by-laws of the corporation and permitted by the laws of the Commonwealth of Massachusetts.

(G) The corporation may make payments and distributions in furtherance of one or more of its purposes to any private organization, or to the Commonwealth of Massachusetts, any political subdivision of the foregoing, or to the United States, but in each case only for exclusively public purposes.

(H) The corporation may carry out all or any part of the foregoing objects as principal, factor, agent, or otherwise, either alone or in conjunction with any person, firm, trust, partnership, association or corporation or as the general or limited partner of a limited partnership, and in any part of the world; and in carrying out its purposes and for the purpose of attaining or furthering any of its objects, to make and perform contracts of any kind and description, and to do anything and everything necessary, suitable, convenient or proper for the accomplishment of any of the purposes or the attainment of any one or more of the objects herein enumerated or incidental to the power herein provided, or which shall at any time appear conducive to or expedient for the accomplishment of any of the purposes or for the attainment of any of the objects hereinbefore enumerated.

(I) In general, the corporation may carry on any other activities in connection with any of the foregoing, and have and exercise all the powers conferred by the laws of Massachusetts upon corporations not for profit formed under the General Laws of the Commonwealth of Massachusetts as now in force and acts amendatory thereof and supplemental thereof, and to do any or all of the things hereinbefore set forth to the same extent as natural persons might or could do.

(J) The foregoing specified objects and purposes shall be subject always to the provisions set forth below, the enumeration of which shall not, however, be construed to exclude or limit by reference any objects or purposes which the corporation is empowered to exercise:

- (i) The corporation shall have no capital stock, and its business, objects and purposes shall not be conducted directly or indirectly for profit.
- (ii) It shall not:
  - (a) engage, otherwise than as an insubstantial part of its activities, in activities which are not in furtherance of one or more of the purposes for which it has been formed; or
  - (b) subject the private property of the members to the payment of corporate debts to any extent whatever.

EIGHTH: The corporation may at any time merge or consolidate with any other corporation organized for charitable or educational purposes.

NINTH: Subject to applicable provisions of law, the corporation may, at any time, dissolve by the affirmative vote of at least two-thirds of its members.

TENTH: If any term of provision of these Articles of Organization is contrary to law or otherwise invalid or unenforceable, it shall be deemed stricken herefrom and the remaining terms and provisions shall not be affected thereby, but each such remaining term and provision shall be given effect to the fullest extent permitted by law.

5. By-laws of the corporation have been duly adopted and the initial directors, president, treasurer and clerk or other presiding, financial or recording officers whose names are set out below, have been duly elected. The date of filing.
6. The effective date of organization of the corporation shall be the date of filing with the Secretary of the Commonwealth or if later date is desired, specify date, (not more than 30 days after date of filing.)
7. The following information shall not for any purpose be treated as a permanent part of the Articles of Organization of the corporation.

a. The post office address of the initial principal office of the corporation in Massachusetts is:

c/o City Manager  
 Cambridge City Hall  
 Cambridge, Massachusetts 02138

b. The name, residence, and post office address of each of the initial directors and following officers of the corporation are as follows:

NAME	RESIDENCE	POST OFFICE ADDRESS
President: James L. Sullivan	28 Rindo Park Drive Lowell, Massachusetts	Same as residence
Treasurer: David R. Vickers	88 Grozier Road Cambridge, Massachusetts	Same as residence
Clerk: Alan Zimlicki	195 Erie Street Cambridge, Massachusetts	Same as residence

Directors: (or officers having the powers of directors)

Thomas W. Danehy	19 Richard Avenue Cambridge, Massachusetts 02140	Same as residence
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Lawrence W. Frisoli	99 Trowbridge Street Cambridge, Massachusetts 02138	Same as residence
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[See Page 7A]

c. The date initially adopted on which the corporation's fiscal year ends is:

December 31

d. The date initially fixed in the by-laws for the annual meeting of members of the corporation is:

The third Tuesday in May

e. The name and business address of the resident agent, if any, of the corporation is:

Not applicable

IN WITNESS WHEREOF and under the penalties of perjury the above-named INCORPORATOR(S) sign(s) these Articles of Organization this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
 I/We the below signed INCORPORATORS do hereby certify under the pains and penalties of perjury that I/We have not been convicted of any crimes relating to alcohol or gaming within the past ten years; I/We do hereby further certify that to the best of my/our knowledge the above named principal officers have not been similarly convicted. If so convicted, explain.

The signature of each incorporator which is not a natural person must be by an individual who shall show the capacity in which he acts and by signing shall represent under the penalties of perjury that he is duly authorized on its behalf to sign these Articles of Organization.

<u>Name</u>	<u>Residence</u>	<u>Post Office Address</u>
Alfred E. Vellucci	657 Cambridge Street Cambridge, Massachusetts 02141	Same as residence
Walter J. Sullivan	28 Putnam Avenue Cambridge, Massachusetts 02139	Same as residence
Sandra Graham	189 Western Avenue Cambridge, Massachusetts 02139	Same as residence
Francis H. Duehay	26 Lowell Street Cambridge, Massachusetts 02138	Same as residence
David A. Wylie	103 Fresh Pond Pkwy Cambridge, Massachusetts 02138	Same as residence
Kevin P. Crane	16 Alberta Terrace Cambridge, Massachusetts 02140	Same as residence
Mary Ellen Preusser	2 Willard Street Court Cambridge, Massachusetts 02138	Same as residence
James L. Sullivan	28 Rindo Park Drive Lowell, Massachusetts	Same as residence

THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF ORGANIZATION  
GENERAL LAWS, CHAPTER 180

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I hereby certify that, upon an examination of the within-written articles of organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$30.00 having been paid, said articles are deemed to have been filed with me this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

Effective date

**PAUL GUZZI**

*Secretary of the Commonwealth*

**TO BE FILLED IN BY CORPORATION**

PHOTO COPY OF ARTICLES OF ORGANIZATION TO BE SENT

TO:

John F. Bok, Esquire

Csaplar & Bok

One Winthrop Square

Boston, Massachusetts 02110

Telephone (617) 357-4400

Filing Fee \$30.00

Copy Mailed

EXHIBIT B

APPLICANTS

Name	Address	Occupation
Thomas W. Danehy	19 Richard Ave. Cambridge, 02140	City Councillors
Lawrence W. Frisoli	99 Trowbridge St. Cambridge, 02138	
Alfred E. Vellucci	657 Cambridge St. Cambridge, 02141	
Walter J. Sullivan	28 Putnam Ave. Cambridge, 02139	
Sandra Graham	189 Western Ave. Cambridge, 02139	
Francis H. Duehay	26 Lowell St. Cambridge, 02138	
David A. Wylie	103 Fresh Pond Pkwy Cambridge, 02138	
Kevin P. Crane	16 Alberta Terrace Cambridge, 02140	
Mary Ellen Preusser	2 Willard St. Court Cambridge, 02138	
James L. Sullivan	28 Rindo Park Drive Lowell, Massachusetts	City Manager, Cambridge

EXHIBIT C

PROJECT AREA LAND OWNERS

<u>Address in Project Area</u>	<u>Owners</u>
2-10 First Street	Manfredi M. and Mary Grassi
12-30 First Street	MBTA
40 First Street	Raymond A. Sheffield, Trustee Canal Realty Trust
60 First Street	Abraham Cohen, Maurice M. Cohen, Norman D. Cohen and William P. Cohen, Trustees
4-8 Cambridge Street	Joseph G. Ianelli
16 Cambridge Street	O. J. Holt Co.
56-58	Guber and Sherman, Inc.
66 Cambridge Street	Manfredi M. and Mary Grassi
68 Msgr. O'Brien Highway	Jenny Oil Co., Inc.
84 Msgr. O'Brien Highway	John D. Civolety
24-48 Cambridge Street	MBTA
90 Msgr. O'Brien Highway	Patrick A. Curley, Jr., Trustee
94-100 Msgr. O'Brien Highway	Joseph G. Ianelli
28-30 Msgr. O'Brien Highway	Commonwealth of Massachusetts
42-58 Msgr. O'Brien Highway	Museum of Science
1-5 Commercial Avenue	Commonwealth of Massachusetts
13 Commercial Avenue	Regina T. Hamburger & Freddy Hamburger
15-27	Boston Society of Natural History
29-41 Commercial Avenue	Edith Shapiro, Jeanne Cilpart, Carol Bloeu, Herman T. Marrow, Samuel L. Baer
27-33 Cambridge Parkway	Real Estate Investment Trust of America
45 Commercial Avenue	Abraham Cohen, Maurice M. Cohen, Norman D. Cohen and William P. Cohen, Trustees of the Mesuries Realty Trust

51-53 Commercial Avenue	Abraham Cohen, etc. (same as above)
88-106 First Street	Mezuries Realty Trust
92-114 First Street	Abraham Cohen, etc. (same as above)
116-118 First Street	Abraham Cohen, etc. (same as above)
122 First Street	National Casket Co., Inc.
47-75 Cambridge Parkway	O'Kelly Anderson, Philip H.
6-76 Commercial Avenue	Theopold, John H. Gardines, Trustees, Real Estate Investment Trust of America
57-63 Commercial Avenue	National Casket Co.
65-75 Commercial Avenue (4 Rogers Street)	Abraham Cohen, Maurice, Norman & William Cohen, Trust
79 Commercial Avenue	Alvin Sutherland, Ruth M. Sutherland
81 Commercial Avenue	Alvin Sutherland, Ruth M. Sutherland
89-91 Commercial Avenue	Martin G. Caplan, Tr. of (200-206 First Street) Boston Pet Realty Trust
142-160 First Street	National Casket Co., Inc.
166 First Street (8-22 Rogers Street)	Robert Centra, Jr., & Veronica Kramer, Trustees
75 Commercial Avenue	Abraham, Cohen, Maurice M. Cohen, Norman D. Cohen, and William Cohen, Trustees
79 Commercial Ave. (14 Binney Street)	Alvin Sutherland, Ruth M. Sutherland
182-186 First Street	Beatrice Kramer, Horace Tagmore, Melvin R. Taymore, Ida Clayman, Rose Lerner, Joseph D. Taymore, Margaret J. Taymore
81 Commercial Avenue	Alvin E. Sutherland, Ruth M. Sutherland, Trustees, A & RS Trust

192 First Street	Beatrice Kramer, Horace Taymore, Melvin Taymore, Ida Taymore, Rose Lerner, Joseph Taymore, Margaret Taymore
75-83 Cambridge Parkway	Real Estate Investment Trust of America
51-59 First Street	Vaham S. Hintlion et al Trustees
61-69 First Street (1 Spring St.)	Charles Webb
11 Spring Street	Charles Webb
14 Thorndike Street	Charles Webb
Assessors Plat 11, Lot 20 (First. St.)	National Casket Co., Inc.
Assessors Plat 10, Lot 23 (Commercial Ave.)	National Casket Co., Inc.
Assessors Plat 10, Lot 22 (Commercial Ave.)	National Casket Co., Inc.
92-114 First Street	Abraham Cohen, Maurice M. Cohen, Norman D. Cohen and William P. Cohen Trustees of Mazaries Realty Trust
78-90 First Street	(same as above)
62-76 First Street	(same as above)

EXHIBIT D

METES AND BOUNDS DESCRIPTION OF PROJECT AREA

The area proposed for designation is circumscribed by a line beginning at a point, said point being the intersection of the centerline of Monsignor O'Brien Highway and the centerline of Commercial Avenue;

Thence proceeding southwesterly along the centerline of Commercial Avenue for a distance of approximately 690 feet to its intersection with the northwesterly projection of the northeastern boundary of lot number 31 on Assessors' Plat #9;

Thence turning and proceeding southeasterly along the northeastern boundary of lot number 31 on Assessors' Plat #9 and its projection for approximately 280 feet to its point of intersection with the "Harbor Line as Approved February 13, 1890" as shown on said plat;

Thence turning and proceeding southwesterly along the "Harbor Line as Approved February 13, 1890" (also known as the "Harbor Commission Line") for approximately 1430 feet to its intersection with the southeasterly projection of the southwestern boundary of lot number 18 on Assessors' Plat #12;

Thence turning and proceeding northwesterly along the wouthwestern boundary of lot number 18 on Assessors' Plat #12 and its projection for approximately 450' to its intersection with the centerline of First Street; Thence turning and proceeding northerly along the centerline of First Street for approximately 1500 feet to its intersection with the projection of the centerline of Spring Street; Thence turning and proceeding westerly along the centerline of Spring Street and its projection for approximately 230 feet to its intersection with the southerly extension of the western boundary of lot number 13 on Assessors' Plat #18;

Thence turning and proceeding northerly for approximately 260 feet along the western boundaries of lots numbered 13 and 10 on Assessors' Plat #18 and their projection to the centerline of Thorndike Street;

Thence turning and proceeding easterly for approximately 230 feet along the centerline of Thorndike Street and its projection to the centerline of First Street;

Thence turning and proceeding northerly along the centerline of First Street for approximately 510 feet to its

point of intersection with the centerline of Cambridge Street;

Thence turning and proceeding easterly along the centerline of Cambridge Street and its projection for approximately 410 feet to its intersection with the centerline of Monsignor O'Brien Highway;

Thence turning and proceeding southeasterly along the centerline of Monsignor O'Brien Highway for approximately 840 feet to its point of intersection with the projection of the centerline of Commercial Avenue which is the point of origin.

Said area includes all or parts of the following parcels of land as designated on Assessors' Plat #8: Even numbers 2 through 88 First Street; even numbers 4 through 66 Cambridge Street; and even numbers 66 through 100 Msgr. O'Brien Highway and which includes all or parts of parcels numbered 1, 2, 3, 4, 26, 7, 7, 20, 21, 33, 30, 25, 28, 32, 31, 16 and 17 on said plat;

Parcels of land as designated on Assessors' Plat #9 even numbers 28 through 58 Msgr. O'Brien Highway; odd numbers 1 through 41 Commercial Avenue; and odd numbers 27 through 33 Cambridge Parkway and which includes all or parts of parcels numbered 26, 27, 28, 29, 34, 9, 13 and 32 on said plat;

Parcels of land as designated on Assessors Plat #10: odd numbers 43 through 51 Commercial Avenue and even numbers 88 through 140 First Street; and which includes parcels numbered 10, 41, 26, 13, 22, 23, 42 and 29 on said plat;

Parcels of land as designated on Assessors' Plat #11; odd numbers 47 through 75 Cambridge Parkway; even numbers 46 through 76 Commercial Avenue; odd numbers 53 through 91 Commercial Avenue; even numbers 150 through 206 First Street; even numbers 6 through 22 Binney Street; odd numbers 1 through 23 Binney Street; even numbers 4 through 22 Rogers Street and odd numbers 1 through 19 Rogers Street and which includes all or parts of parcels numbered 38, 22, 32, 29, 31, 30, 9, 10, 19, 21, 26, 36, 34 and 35 on said plat; Parcels of land as designated on Assessors' Plat #12; odd numbers 75 through 83 Cambridge Parkway and even numbers 84 through 92 Commercial Avenue and which includes all or parts of lots numbered 17 and 18 on said plat;

Parcels of land as designated on Assessors' Plat #18; odd numbers 51 through 69 First Street; odd numbers 1 through 11 Spring Street and even numbers 6 through 14 Thorndike Street and which includes all or parts of parcels 10, 11, 12 and 13 on said plat.

EAST CAMBRIDGE 121A  
PROJECT AREA



CHARLES  
RIVER  
BASIN

EAST  
CAMBRIDGE

BROADWAY

POTTER STREET

STREET

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URBAN DEVELOPMENT ACTION GRANTS

1. NAME OF APPLICANT <p style="text-align: center;">City of Cambridge, Massachusetts</p>	2. APPLICATION/GRANT NO. <p style="text-align: center;">B-78-AA-25-0007</p>
3. APPLICANT'S ADDRESS <p style="text-align: center;">City of Cambridge                  795 Massachusetts Avenue                  Cambridge, Massachusetts 02139</p>	4. DATE OF APPLICATION
	5. DATE HUD RECEIPT OF APPLIC
	6. FUNDING APPROVAL <input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> AMENDMENT, NO. _____

ALL SECTION REFERENCES BELOW ARE TO THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974,  
 AS AMENDED, UNLESS OTHERWISE INDICATED.

7.

AMOUNT OF URBAN DEVELOPMENT ACTION GRANT FUNDS APPROVED

- a. Amount of UDAG Funds Currently Reserved for this Applicant.....\$ \_\_\_\_\_
- b. Amount of UDAG Funds Now Being Approved for this Applicant.....\$ 6,800,000
- c. Amount of Reservation to be Cancelled (Line 7a minus 7b).....\$ \_\_\_\_\_

HUD ACCOUNTING USE ONLY

BATCH	TAC	PROG.	Y	A	REG	AREA	DOCUMENTING	PROJECT NUMBER		
1	11513 11716	7	12	13	14	16	7082A	23 30 35		
CATEG.	AMOUNT 1				EFF. DATE	F	AMOUNT 2			SCHE
38	41 45 50				54	60	61 65 70			74

8. Identification of Parties. Reference in this Funding Approval to "Applicant", shall mean the City of Cambridge, Massachusetts; "Mall Developer", shall mean a joint venture consisting of Beal & Company, Inc., of Boston, Massachusetts, and Lechmere Sales, a wholly owned subsidiary of Dayton Hudson Corporation, of Minneapolis, Minnesota; "Mall Interim Lender", and "Mall Permanent Lender", shall mean, respectively, the lending institutions committed to the interim and permanent financing of the Lechmere/Beal Mall and Shopping Center Complex; "Sonesta", shall mean Sonesta International Hotels Corporation, of Boston, Massachusetts; "CMAC", shall mean Cambridge Multicultural Arts Center, Inc., a non-profit Massachusetts corporation; "Courthouse Lender", shall mean the lending institutions committed to the interim and permanent financing of the rehabilitation of the Bulfinch Courthouse Building.

9. Environmental Review Responsibilities.

(a) The applicant lacks legal capacity to assume environmental responsibilities under Section 104(h). HUD has carried out and completed the environmental review responsibilities, as follows:

(i) A Special Environmental Clearance has been completed and a Finding of Inapplicability has been filed.

(ii) A Special Environmental Impact Statement has been prepared and circulated."

(b) The Applicant has legal capacity to assume environmental responsibilities under Section 104(h).

10. Environmental Conditions on Use of Funds. The project which is the subject of this Urban Development Action Grant is subject to the environmental review requirements contained in 24 CFR Part 58. No grant funds may be committed by the Applicant, except for eligible administrative costs, and for environmental studies for the project, until all applicable environmental review requirements have been completed by the Applicant; the required certification and request for release of funds has been submitted to HUD by the Applicant; and HUD has issued its written release of funds, as provided at 24 CFR Part 58.

Reimbursement for costs incurred on account of eligible administrative expenses, and for environmental studies pertaining to this project, is subject to satisfaction by the applicant of all other conditions of the Grant Agreement which affect the use of the grant funds.

11. Purposes of Grant. This grant and the use of funds hereunder are conditioned upon the Applicant using such funds in compliance with the requirements of this Grant Agreement, and for the purposes authorized by this Grant Agreement, and for no other purposes, without the prior written approval of HUD. The unauthorized use of grant funds may result in corrective and remedial action, pursuant to HUD regulations for the Community Development Block Grant Program, which may include, but not be limited to, suspension or termination of funding under this Grant Agreement and referral of the matter to

the Attorney General of the United States, with a recommendation that an appropriate civil action be instituted. Approval of this grant for the purposes specified herein shall be deemed to include authorization for the Applicant to incur costs for the activities necessary for such purposes, as described below, subject to all applicable requirements of this Grant Agreement. The authorized purposes of this grant are as follows:

- (a) The transfer, in accordance with Letter of Credit procedures, and the terms and conditions of this Grant Agreement, to CMAC, of grant funds in the sum of \$835,000. Of the grant funds so transferred, not more than \$70,000 may be used by CMAC to reimburse costs incurred in the operation of the Bullfinch Courthouse Building and the balance shall be used, in conjunction with not less than \$500,000 of CMAC funds, for the partial renovation of the Bullfinch Courthouse Building.
  
- (b) In conjunction with, and in consideration of, the development of the Lechmere/Beal Mall Shopping Center Complex, the Sonesta Hotel, and the Bullfinch Courthouse Building, grant funds in the amount of \$5,965,000 may be used for canal open space development and dredging, construction of Courthouse/Canal Way, Lechmere Canal Park, roadway improvements, design of the MBTA Transit Station; rehabilitation of Bullfinch Courthouse; construction of Parking Garage I, for the mall; and not to exceed

\$70,000 for operating funds of Bullfinch Courthouse; not to exceed \$400,000 for administration; and as a reserve for contingencies arising out of the foregoing, in an amount not to exceed \$400,000..

- (c) All income received by Applicant from the acquisition of property by the use of grant funds, shall be used by Applicant for community development activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

12. Legally Binding Commitments. The Applicant shall submit to HUD, and HUD shall give its written notification of acceptance of evidence of legally binding commitments, as follows:

(a) Applicant and Mall Developer shall enter into a written agreement, which shall provide to the legal effect that in consideration of Applicant using grant funds in the approximate amount of \$5,900,000 for the construction and installation of certain public improvements, Mall Developer shall be obligated to develop the Lechmere/Beal Mall Shopping Center Complex, and the invest not less than \$17,500,000 for such development. The agreement shall describe the public improvements which Applicant will carry out and the component parts of the development which Mall Developer shall be obligated to carry out.

Evidence of this commitment shall be in the form of (i) either a duplicate original or a photographic copy of the executed original documents evidencing the existence of such agreement; and (ii) a written statement of Applicant's counsel, that counsel has examined into the making of the agreement; that a copy of all documents evidencing the agreement is attached to, or enclosed with, counsel's statement; that counsel has examined said documents, and they are either a duplicate original, or a photographic copy of the executed original of said documents; that counsel has examined into the authority of all parties to the agreement, and of the persons executing all documents on behalf

of the parties; and an opinion of Applicant's counsel that the agreement constitutes a valid and legally enforceable agreement under the laws of the Commonwealth of Massachusetts, and all other applicable laws, and that the same conforms to the provisions of this Grant Agreement.

(b) Mall Interim Lender shall irrevocably commit a loan to Mall Developer, and Mall Developer shall accept the same, in the principal sum of \$14,000,000 to be used by Mall Developer for the interim financing of the Lechmere/Beal Mall Shopping Center Complex. Said loan commitment shall include all of the terms and conditions for the making of the loan.

Evidence of this commitment shall be in the form of (i) either a duplicate original or a photographic copy of the original executed documents evidencing the loan commitment and acceptance, specifying the security to be required for the loan, the purposes of the loan, the authorized use of loan funds, and all other terms and conditions of the loan commitment, acceptance, and the loan; and (ii) a written statement of Applicant's counsel, that counsel has examined into the making of the loan commitment and the acceptance of same; that a copy of all of the original documents evidencing the loan commitment and acceptance, specifying the security to be required for the loan, the purposes of the loan, the authorized use of loan funds, and all other terms and conditions of the loan commitment, acceptance, and

conditions precedent to the making of the loan have been satisfied and that the making of the loan will not be contingent upon any such condition precedent.

If the making of the loan is contingent upon the happening of a condition which cannot, in the ordinary course of events, happen prior to completion and acceptance of the construction, or prior to the use of all or a portion of the Interim loan, than Counsel's statement shall describe the condition, and the opinion of counsel shall be to the effect that the making of the loan will not be contingent upon any condition precedent, excepting only such conditions, as above, which counsel has described.

(c) Mall Developer shall provide equity investment funds for the development of the Lechmere/Beal Mall Shopping Center Complex, in an amount and manner satisfactory and acceptable to Mall Interim Lender.

Evidence of this commitment shall be in the form of a written statement from Mall Interim Lender that Mall Developer has on hand, or immediately available to Mall Developer, equity funds, in an amount satisfactory and acceptable to Mall Interim Lender, and that the availability and use of the funds for the development of the Lechmere/Beal Mall Shopping Center Complex is assured to the satisfaction of Mall Interim Lender.

conditions precedent to the making of the loan have been satisfied and that the making of the loan will not be contingent upon any such condition precedent.

If the making of the loan is contingent upon the happening of a condition which cannot, in the ordinary course of events, happen prior to completion and acceptance of the construction, or prior to the use of all or a portion of the Interim loan, than Counsel's statement shall describe the condition, and the opinion of counsel shall be to the effect that the making of the loan will not be contingent upon any condition precedent, excepting only such conditions, as above, which counsel has described.

(c) Mall Developer shall provide equity investment funds for the development of the Lechmere/Beal Mall Shopping Center Complex, in an amount and manner satisfactory and acceptable to Mall Interim Lender.

Evidence of this commitment shall be in the form of a written statement from Mall Interim Lender that Mall Developer has on hand, or immediately available to Mall Developer, equity funds, in an amount satisfactory and acceptable to Mall Interim Lender, and that the availability and use of the funds for the development of the Lechmere/Beal Mall Shopping Center Complex is assured to the satisfaction of Mall Interim Lender.

(d) Applicant and Sonesta shall enter into a written agreement, which shall provide to the legal effect that in consideration of Applicant using grant funds in the approximate amount of \$5,900,000 for the construction and installation of certain public improvements, Sonesta shall be obligated to add not less than 50,000 square feet of office space to the hotel property, and to invest not less than \$2,500,000 for such development. The agreement shall describe the public improvements to be undertaken by Applicant and the component parts of the development which Sonesta shall be obligated to carry out.

Evidence of this commitment shall be in the form of (i) either a duplicate original or a photographic copy of the executed original documents evidencing the existence of such agreement; and (ii) a written statement of Applicant's counsel, that counsel has examined into the making of the agreement; that a copy of all documents evidencing the agreement is attached to, or enclosed with, counsel's statement; that counsel has examined said documents, and they are either a duplicate original, or a photographic copy of the executed original of said documents; that counsel has examined into the authority of all parties to the agreement, and of the persons executing all documents on behalf of the parties; and an opinion of Applicant's counsel that the agreement constitutes a valid and legally enforceable agreement under the laws of the Commonwealth of Massachusetts, and all other applicable laws, and that the same conforms to the provisions of this Grant Agreement.

(e) Sonesta shall provide equity investment funds, and shall have adequate mortgage financing available, or irrevocably committed to Sonesta, in an amount not less than the sum of \$2,500,000.

Evidence of this commitment shall be in the form of (i) a written statement of Applicant's counsel, that counsel has examined into the availability to Sonesta of equity investment funds, and of adequate mortgage financing, for the expansion of the Sonesta Hotel facilities; that counsel has determined that Sonesta has on hand, or immediately available to Sonesta, for said purpose, equity investment funds in an amount stated by counsel; that Sonesta has available, or irrevocably committed to Sonesta, for the same purposes, mortgage financing in an amount stated by counsel, and from a financing source stated by counsel; and an opinion of Applicant's counsel that Sonesta has on hand, or immediately available to Sonesta, equity investment funds, and that Sonesta has available, or irrevocably committed to Sonesta, adequate mortgage financing, in an amount not less than the sum of \$2,500,000.

(e) Applicant and CMAC shall enter into a written agreement, which shall provide to the legal effect that in consideration of Applicant making available to CMAC, in accordance with Letter of Credit procedures, grant funds in the sum of \$835,000, CMAC shall be obligated to renovate approximately 30,000 square

feet of the Bullfinch Courthouse Building and to weatherize the remaining approximately 40,000 square feet of the building, at a total development cost of \$1,344,000. The agreement shall specify that not more than \$70,000 of grant funds may be used by CMAC for operating expenses of the building and the balance of grant funds may be used for the renovation of the building. The agreement shall provide that CMAC shall be obligated to invest not less than \$500,000 of CMAC funds in the renovation of the building.

Evidence of this commitment shall be in the form of (i) either a duplicate original or a photographic copy of the executed original documents evidencing the existence of such agreement; and (ii) a written statement of Applicant's counsel, that counsel has examined into the making of the agreement; that a copy of all documents evidencing the agreement is attached to, or enclosed with, counsel's statement; that counsel has examined said documents, and they are either a duplicate original, or a photographic copy of the executed original of said documents; that counsel has examined into the authority of all parties to the agreement, and of the persons executing all documents on behalf of the parties; and an opinion of Applicant's counsel that the agreement constitutes a valid and legally enforceable agreement under the laws of the Commonwealth of Massachusetts, and all other applicable laws, and that the same conforms to the provisions of this Grant Agreement.

(g) Courthouse Lender shall irrevocably commit a loan to CMAC, and CMAC shall accept the same, in the principal sum of not less than \$500,000 to be used by CMAC for the interim and permanent financing of the Phase I renovation of the Bullfinch Courthouse Building. Said loan commitment shall include all of the terms and conditions for the making of the loan.

Evidence of this commitment shall be in the form of (i) either a duplicate original or a photographic copy of the original executed documents evidencing the loan commitment and acceptance, specifying the security to be required for the loan, the purposes of the loan, the authorized use of loan funds, and all other terms and conditions of the loan commitment, acceptance, and the loan; and (ii) a written statement of Applicant's counsel, that counsel has examined into the making of the loan commitment and the acceptance of same; that a copy of all of the original documents evidencing the loan commitment and acceptance, specifying the security to be required for the loan, the purposes of the loan, the authorized use of loan funds, and all other terms and conditions of the loan commitment, acceptance, and the loan, are attached to, or enclosed with, counsel's statement, have been examined by counsel, and are either a duplicate original, or a photographic copy of the executed original of said documents; that counsel has examined into the authority of all parties to the loan commitment, and the acceptance, and of the persons executing all documents on behalf of the parties; and an opinion of Applicant's counsel that,

subject only to such terms and conditions as are expressed in said documents, Courthouse Lender is irrevocably committed to loan to CMAC, and CMAC to accept, the principal amount of not less than \$500,000, and that such loan commitment, and the acceptance, and all of the terms and conditions of the loan commitment, and the loan, are lawful and enforceable under the laws of the Commonwealth of Massachusetts, and all other applicable laws, and that the same conform to the provisions of this Grant Agreement.

If, under the terms of the commitment, the making of the loan is contingent upon the happening of any condition precedent (other than a contingency which can be satisfied by the use of grant funds for the purposes authorized at Item 11, above), then, as further evidence of this commitment, the statement of Applicant's counsel shall (i) describe the conditions precedent; (ii) shall state that counsel has examined into each such condition precedent and has determined that each such condition precedent has been satisfied; and (iii) shall state the date each condition precedent was satisfied. The opinion of Applicant's counsel shall include counsel's opinion that all such conditions precedent to the making of the loan have been satisfied and that the making of the loan will not be contingent upon any such condition precedent.

If the making of the loan is contingent upon the happening of a condition which cannot, in the ordinary course of events, happen

prior to completion and acceptance of the construction, or prior to the use of all or a portion of the Interim loan, than Counsel's statement shall describe the condition, and the opinion of counsel shall be to the effect that the making of the loan will not be contingent upon any condition precedent, excepting only such conditions, as above, which counsel has described.

13. Timely Performance. The timely performance by the Applicant, and by other participants, of an approved schedule for performance, is deemed by HUD to be of the essence of this Grant Agreement. Accordingly, this grant, and the use of grant funds, are conditioned upon the timely performance of the Applicant, and of other participants, in meeting an approved schedule for performance. Failure of the Applicant, or of other participants, to meet the approved schedule for performance, including any revised schedule approved in writing by HUD, may result in corrective and remedial action by HUD, which may include suspension or termination of funding under this Grant Agreement by HUD. The approved schedule for performance is as follows:

- (a) Applicant shall submit, and HUD shall accept, all of the evidence of legally binding commitments required at Item 12, above, within 180 days after the date of this Grant Agreement.
- (b) Mall Developer shall commence construction of the Lechmere/Beal Mall Shopping Center Complex within 15 months after the date of this Grant Agreement and shall complete the same within 39 months after the date of this Grant Agreement.
- (c) Sonesta shall commence construction on the expansion of the Sonesta Hotel within 12 months after the date of this Grant Agreement and shall complete the same within 36 months after the date of this Grant Agreement.

(d) CMAC shall commence construction on the partial renovation of the Bullfinch Courthouse Building within 13 months after the date of this Grant Agreement and shall complete the same within 30 months after the date of this Grant Agreement.

The authorized sequence for the use of grant funds by the Applicant is governed by the provisions of Item 14, below. Failure of the Applicant or of other participants to meet an approved schedule for performance shall not be excused on the ground that Applicant or other participants have failed to satisfy the provisions of Item 14, or have failed to satisfy any other terms or conditions of this Grant Agreement.

14. Authorized Sequence for Use of Grant Funds. The issuance of a Letter of Credit to the Applicant does not, of itself, authorize the Applicant to incur any costs or to use any funds under the Letter of Credit.

This grant and the use of grant funds are conditioned upon the Applicant incurring costs and using grant funds only in accordance with the authority specified herein, or otherwise approved in writing by HUD.

The following sequence shall govern the incurring of costs and the use of grant funds by the Applicant:

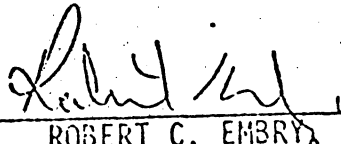
- (a) Eligible costs for administration and for environmental studies may be incurred, but such costs may not be reimbursed, except as herein specified. No other costs may be incurred by the Applicant until the environmental conditions have been satisfied, in accordance with Item 10, above.
- (b) After HUD has given its written notification of acceptance of evidence of legally binding commitments, in accordance with Item 12, above, then the Applicant may use grant funds to reimburse costs incurred for the purposes specified at Item 11, above, in accordance with procedures applicable to the use of Letter of Credit.

SIGNATURE PAGE

The funding approval indicated above for utilization of the assistance provided thereunder in accordance with the approved application, subject to the requirements of Section 119 of the Housing and Community Development Act of 1974, as amended, and the Department of Housing and Urban Development's rules and regulations, and the execution of a Grant Agreement in accordance therewith, is hereby authorized.

Date: 5 OCT 1978

Secretary of Housing and Urban Development

By:   
ROBERT C. EMBRY, JR.  
Assistant Secretary for  
Community Planning and Development

Date Applicant notified funding has been authorized: OCT - 6 1978

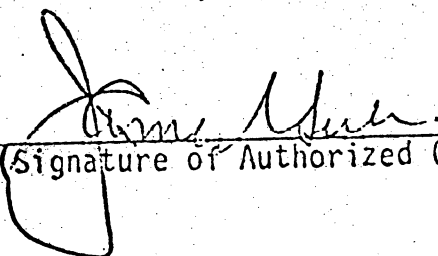
HUD-7082-A(6-78)

ACCEPTANCE PROVISIONS

The Grant Agreement, authorized by the Department of Housing and Urban Development on October 6, 1978 under the Funding Approval for application/grant no. B-78-AA-25-0007, is hereby accepted by the Applicant as Grantee under the Agreement; and the Applicant/Grantee agrees to comply with the terms and conditions of the Agreement, applicable law, regulations and all requirements of HUD, now or hereafter in effect, pertaining to the assistance provided.

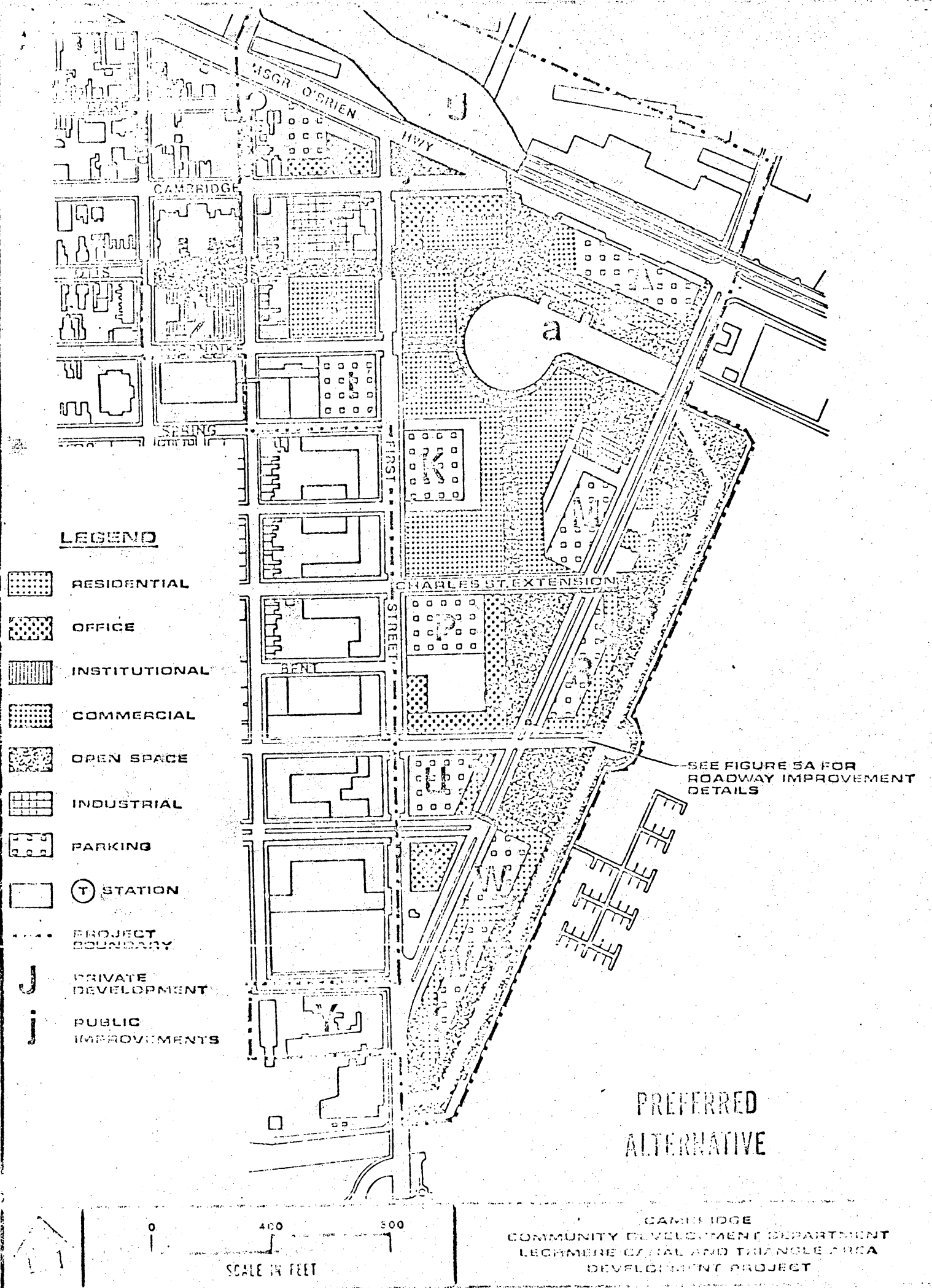
City of Cambridge  
(Name of Applicant/Grantee)

By:

  
(Signature of Authorized Official)

Title: City Manager

Date: Oct. 11, 1978



**LEGEND**

- RESIDENTIAL
- OFFICE
- INSTITUTIONAL
- COMMERCIAL
- OPEN SPACE
- INDUSTRIAL
- PARKING
- T STATION
- PROJECT BOUNDARY
- PRIVATE DEVELOPMENT
- PUBLIC IMPROVEMENTS

SEE FIGURE 5A FOR ROADWAY IMPROVEMENT DETAILS

PREFERRED ALTERNATIVE

CAMBRIDGE COMMUNITY DEVELOPMENT DEPARTMENT  
LECHMERE CANAL AND TRIANGLE AREA DEVELOPMENT PROJECT

EST/VW/FEM, 1978

Figure 4

IMPROVED INTERSECTION  
(MEDIAN SEPARATION  
LEFT-TURN LANES  
ONE-WAY SIGNALS)

NEW BRIDGE

OTIS STREET CLOSED  
PEDESTRIAN WAY

CHARLES STREET  
EXTENSION

BINNEY STREET  
2 TRAVEL LANES  
EACH DIRECTION

3 TRAVEL LANES EACH DIRECTION

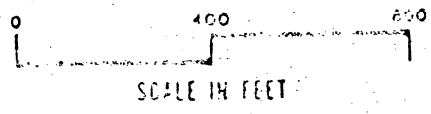
LOCAL ACCESS ONLY-ONE WAY

LECHMERE CANAL

**LEGEND**

- NEW OR IMPROVED SIGNALIZATION
- CHANGED DIRECTIONALITY

**PROPOSED  
ROADWAY IMPROVEMENTS**

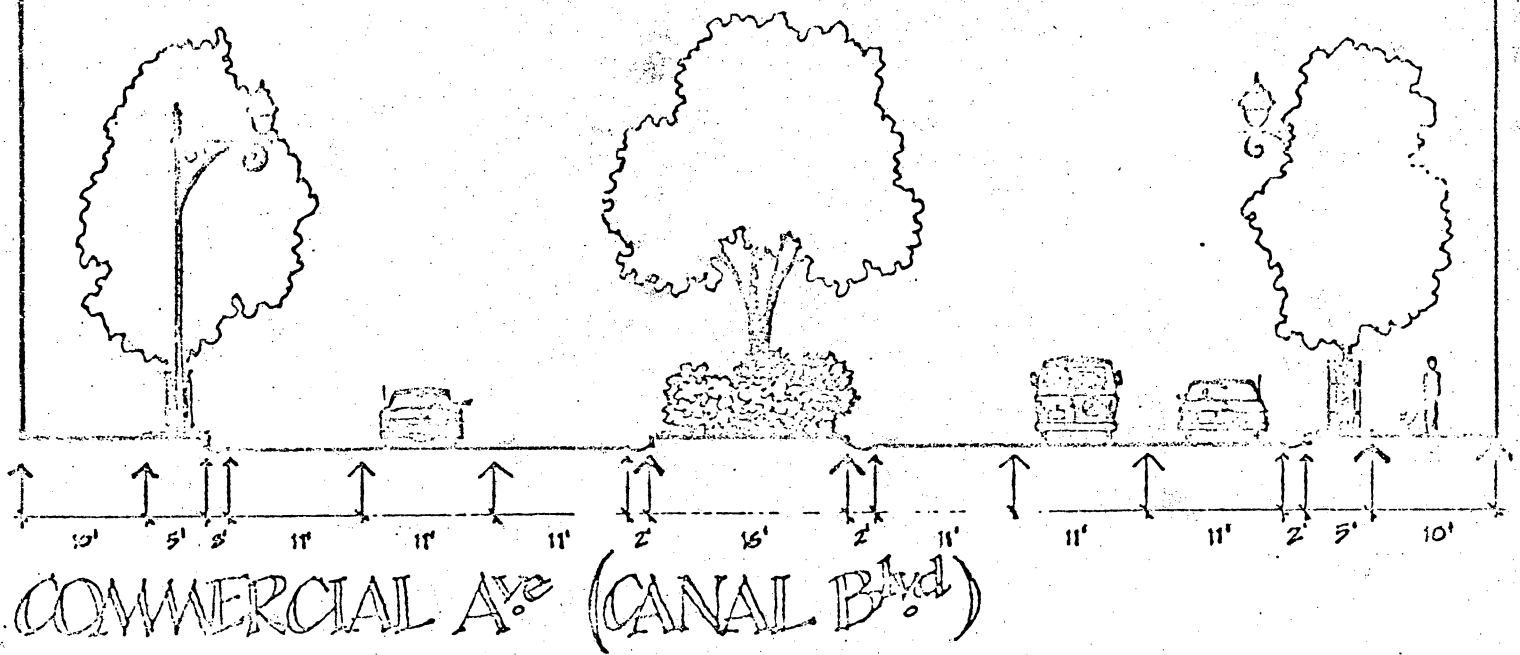


SCALE IN FEET

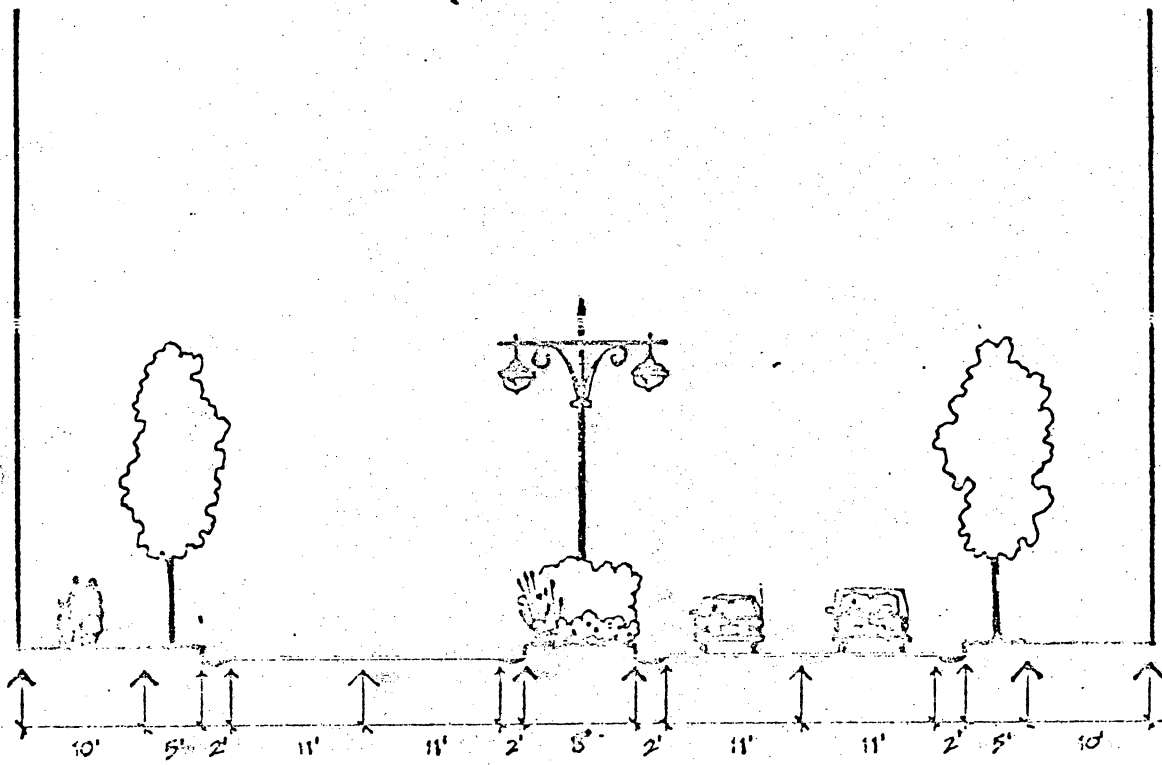
GAY BRIDGE  
COMMUNITY DEVELOPMENT DEPARTMENT  
LECHMERE CANAL AND TRIANGLE AREA  
DEVELOPMENT PROJECT

1/27/73 WREM, 1973

Figure 5A



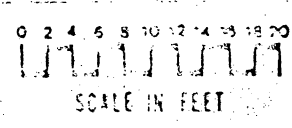
COMMERCIAL Ave (CANAL Blvd)



BINNEY St

PROPOSED  
ROADWAY CROSS-SECTIONS  
COMMERCIAL AVENUE  
BINNEY STREET

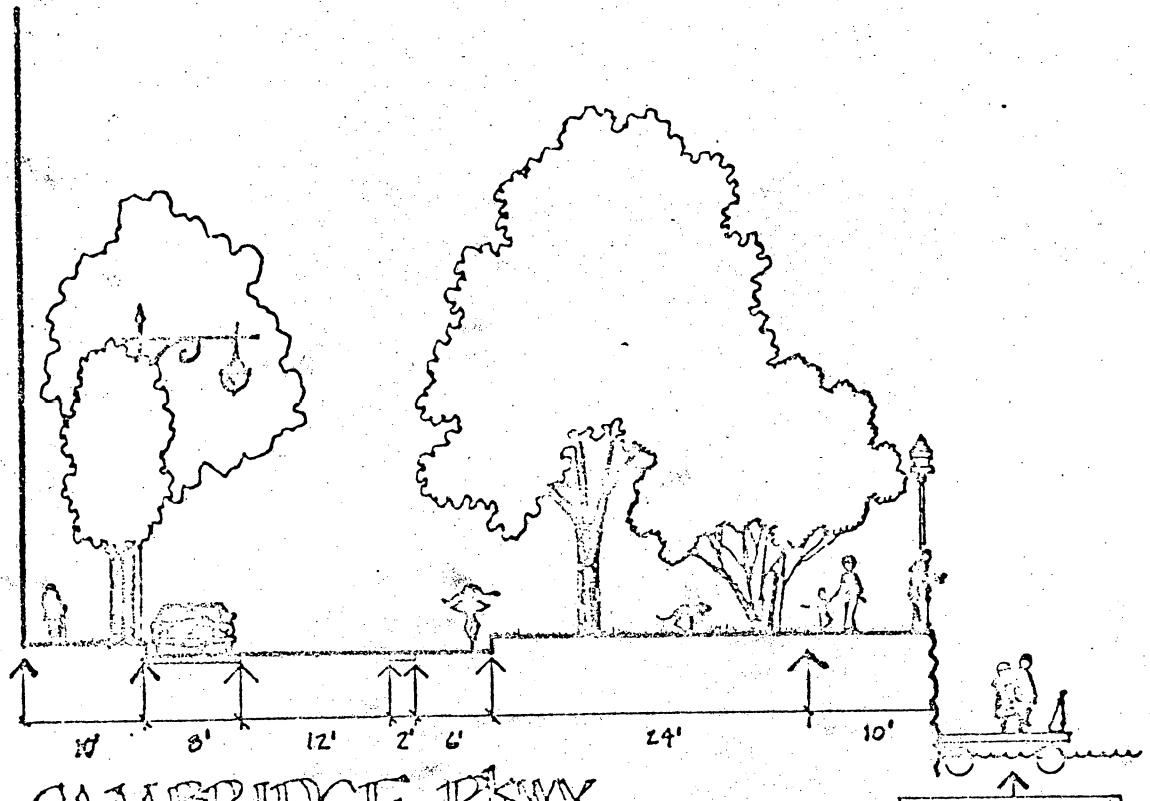
DRAWINGS: BRUCE HENDER, L.A.



CAMBRIDGE  
COMMUNITY DEVELOPMENT DEPARTMENT  
LECHMERE CANAL AND TRIANGLE AREA  
DEVELOPMENT PROJECT

ET/W/REMI, 1178

Figure 5B



CAMBRIDGE PARKWAY

NOTE:  
 DRAWING DOES  
 NOT SHOW SPE-  
 CIAL CONDI-  
 TIONS  
 WHERE STONE  
 WALK IS APPRO-  
 PRIATE.

PROPOSED  
 ROADWAY CROSS-SECTION  
 CAMBRIDGE PARKWAY  
 ALTERNATIVE "A"

DRAWINGS: BRUCE HENDLER, L.A.

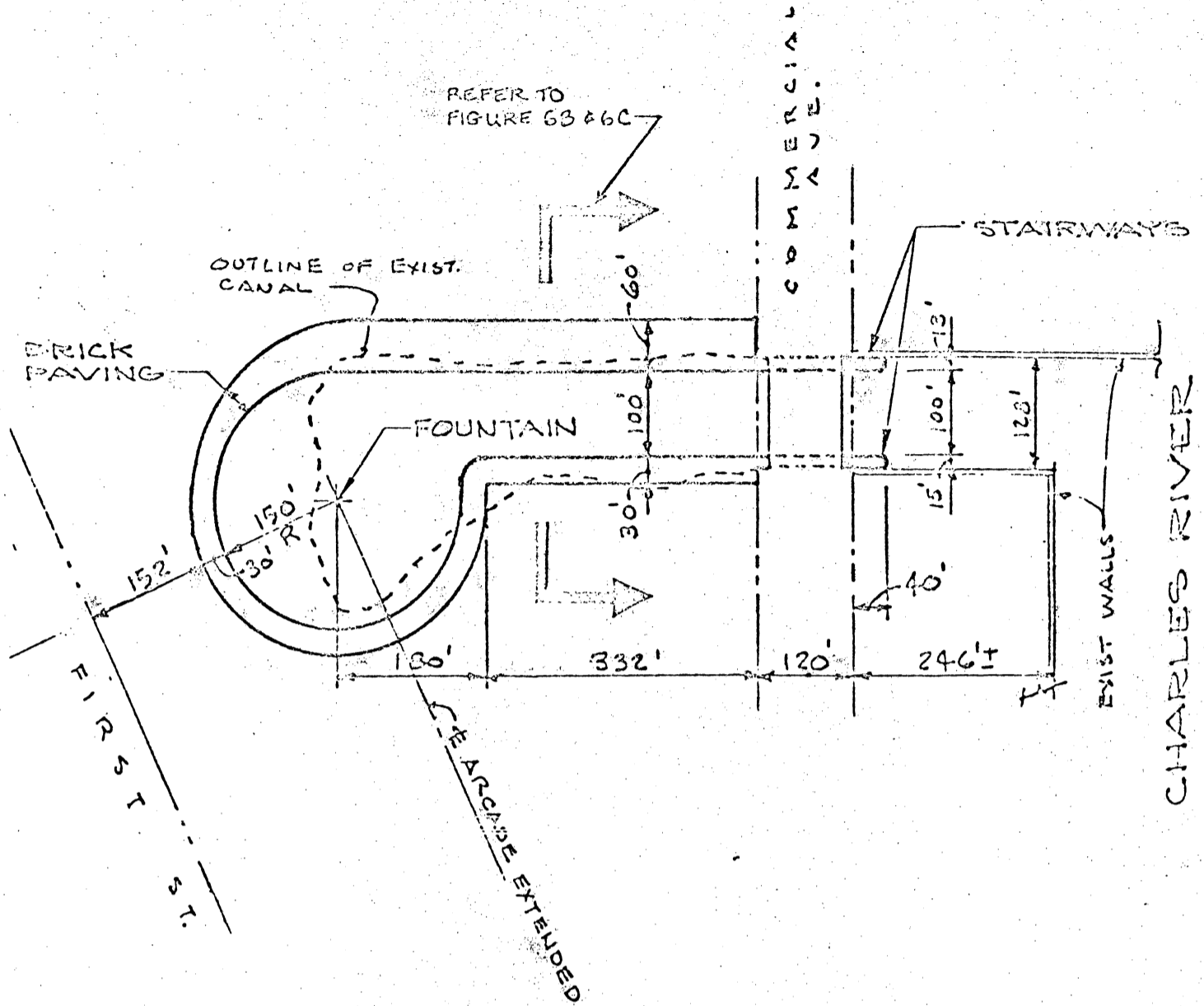


0 2 4 6 8 10 12 14 16 18 20  
 SCALE IN FEET

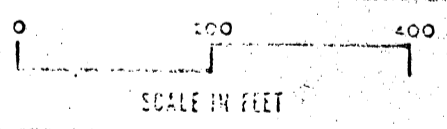
CAMBRIDGE  
 COMMUNITY DEVELOPMENT DEPARTMENT  
 LECHMERE CANAL AND TRAILSIDE AREA  
 DEVELOPMENT PROJECT

151/WHEM, 119713

Figure 5C



LECHMERE CANAL RECONSTRUCTION  
SCHEMATIC LAYOUT



CAMBRIDGE  
COMMUNITY DEVELOPMENT DEPARTMENT  
LECHMERE CANAL AND TRIANGLE AREA  
DEVELOPMENT PROJECT

1971/10/15/1973

Figure 6A

EXHIBIT H

REGULATORY AGREEMENT

(As Required Under the Provisions of Chapter 121A,  
Section 18C of the Massachusetts General Laws)

This Agreement entered into this <> day of \_\_\_\_\_, 1979, by and between East Cambridge Community Development Corporation, a Massachusetts corporation (the "Owner"), and the Massachusetts Department of Community Affairs (the "Department").

WHEREAS, the Owner filed an application dated <>, 1979 (the "Application") for approval under the terms and provisions of Chapter 121A, as amended, of the Massachusetts General Laws to undertake and carry out a project (the "Project") in East Cambridge, Massachusetts, consisting of the acquisition and disposition of certain land and the construction thereon of certain buildings; and other improvements; and

WHEREAS, pursuant to the provisions of Chapter 121A, Section 18C, the Owner is required to enter into a regulatory agreement with the Department.

NOW, THEREFORE, in consideration of the approval of the Application, the Owner agrees, for itself and its successors and assigns, with the Department as follows:

1. The Project will conform to the financing, construction, management, maintenance and accounting standards set forth in Schedule A hereto.
2. During the term of this Agreement, the accounts for the Project will be kept separate and apart from any other activities conducted by the Owner, and the Owner will not expend income from the Project other than earnings as described in Chapter 121A, Section 18C(e) of the General Laws, upon or for the benefit of any other of its activities.
3. The Owner will comply with the provisions contained in Chapter 121A, Section 8, relative to the inspection of buildings, and the enforcement of compliance with the financing program and rules and regulations applicable to the Project.
4. The shareholders (the "Shareholders") of the Owner will not receive or accept, while this Agreement is in force, as net income from the Project, any sum in excess of eight per cent

(8%) of the amount invested by them in the Project for each year in which they own or have owned the Project, except that if in any year they have so received a sum less than the aforesaid eight per cent (8%) they may so receive in a subsequent year or years additional sums not exceeding, in the aggregate, such deficiency, without interest. Nothing contained in this paragraph, however, shall be applicable to the realization of profits from the sale of capital assets of the Owner. The amount determined to be the amount invested by the Shareholders in the Project for purposes of this paragraph 3 and other definitions relating to the allowable distributions from the Project are as described in Schedule A.

5. Subject to the provisions of paragraph 6 of this Agreement, this Agreement shall continue for a term of fifteen (15) years from the date of approval of the Project under Chapter 121A. Subject to the Owner having carried out the obligations and duties imposed by said Chapter 121A during such period, neither the Project nor the Owner shall thereafter be subject to the obligations of said Chapter 121A nor enjoy the rights and privileges thereunder, nor be subject to the terms, conditions and obligations of this Agreement as provided for in Section 18C of said Chapter.

6. If the Owner proposes, acting either under the provisions of the last paragraph of Section 11 or under Section 16A of said Chapter 121A, to transfer the Project to a different entity, this Agreement shall be terminated upon such transfer.

7. This Agreement shall be binding upon and the benefits hereunder shall inure to the parties hereto and their successors and assigns.

8. Any notice or demand permitted or required under this Agreement shall be in writing. Such notice or demand shall be mailed by registered or certified mail (postage prepaid). Any notice to the Owner shall be addressed to <> or to such other address or attention as may be designated in a notice to the Department given in the manner herein provided. Any notice to the Department shall be addressed to: Department of Community Affairs, <>, Boston, Massachusetts, Attention: <>, or to such other address or attention as may be designated in a notice to the Owner given in the manner herein provided. Notice shall be deemed to have been received three (3) days after the date of the mailing in accordance herewith.

IN WITNESS WHEREOF, the parties hereto have executed  
this Agreement as a sealed instrument as of the date first set  
forth above.

EAST CAMBRIDGE COMMUNITY  
DEVELOPMENT CORPORATION

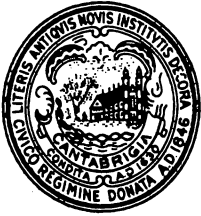
By: \_\_\_\_\_

DEPARTMENT OF COMMUNITY AFFAIRS

By: \_\_\_\_\_

SCHEDULE A

Minimum Standards for Financing, Construction  
Maintenance and Management of Project Under  
Chapter 121A of the Massachusetts General  
Laws, As Amended.



# CITY OF CAMBRIDGE

CAMBRIDGE, MASSACHUSETTS 02139  
Tel. 498-9011

EXECUTIVE DEPARTMENT  
JAMES L. SULLIVAN  
City Manager

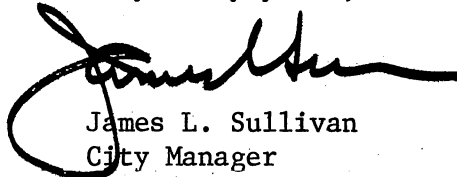
March 16, 1979

To the Honorable, the City Council:

I am herewith transmitting a draft of an "Application for Authorization and Approval of a Project under Mass. G. L., Chapter 121A, as amended". The 121A Corporation will be a vehicle to assist the City in implementing the East Cambridge Urban Development Action Grant project.

A representative from the law firm of Csaplar and Bok will be present at the City Council meeting to provide additional information and answer questions.

Very truly yours,



James L. Sullivan  
City Manager

JLS/mbf  
Enc.

CAL #5

F-152A

Draft of an "Application for Authorization and Approval of a Project under Mass. G. L. Chapter 121A, as amended".

3/26/79 Plote #19  
Removed from Calendar

In City Council,

March 19, 1979

MD - 3/19/79 -  
CHAPTER 121A  
BY  
MAYIA DANEHY

4/2/1979 See order  
Adopted RE AUTHORIZATION  
FOR APPLICATION - WHICH  
WAS RESUBMITTED