



City of Cambridge

Agenda Item No. 2

IN CITY COUNCIL

June 22, 1987

WHEREAS: The City of Cambridge has been involved in a large scale redevelopment project in the Lechmere Canal and Triangle Area; and

WHEREAS: The redevelopment project has been implemented according to the East Cambridge Riverfront Plan (May 1978) and the East Cambridge Development Review Process and Guidelines (June 1985); and

WHEREAS: In general conformance with the objectives and policies outlined in the aforesaid East Cambridge Riverfront Plan and East Cambridge Development Review Process and Guidelines and in Compliance with Article 12.000 of the Zoning Ordinances of the City of Cambridge, the Planning Board of the City of Cambridge has issued Special Permit No. 66 to Riverside Galleria Associates Trust for the Construction of a major mixed-use development in the Lechmere Canal and Triangle Area of East Cambridge; and

WHEREAS: The City of Cambridge originally acquired a certain parcel of land in the aforesaid project area, which, because of the requirements imposed upon said Riverside Galleria Associates Trust in said Special Permit No. 66, is no longer required for public use; and

WHEREAS: Pursuant to Section 15 of Chapter 40 of the General Laws of the Commonwealth of Massachusetts and based upon the agreements of Riverside Galleria Associates Trust, as more particularly set forth in that certain Development Agreement submitted to the City Council this day, the rights in the realty described in said Development Agreement have been determined by the City Manager of the City of Cambridge, as the officer having charge of such land on behalf of the City, as the owner of said land, to be surplus public land and no longer required for public purposes; and

WHEREAS: The aforesaid Development Agreement sets forth the agreement of Riverside Galleria Associates Trust to grant to the City certain rights in real property, more particularly described therein and comprising approximately 45,896 square feet and the other agreements therein of Riverside Galleria Associates Trust, including, without limitation, the agreement to contribute monies for the construction and maintenance of Charles Park and Lechmere Canal Park and other public improvements in exchange for the grant of certain easements in the aforesaid land of the City; and

WHEREAS: The exchange of rights in real property and the implementation of said Development Agreement will substantially complete the development of the Lechmere Canal and Triangle Area of East Cambridge as envisioned by the City in the East Cambridge Riverfront Plan;

NOW, THEREFORE, The City council orders the City Manager of the City of Cambridge to negotiate, execute and deliver on behalf of the City of Cambridge a development agreement substantially in the form of the Development Agreement submitted to the City Council this day and to implement the Development Agreement and to execute and deliver the easements, temporary and permanent, required by said Development Agreement.

In City Council June 22, 1987.

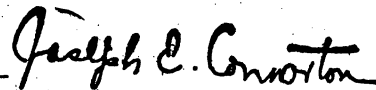
Adopted by a yea and nay vote:-

Yeas 9; Nays 0; Absent 0.

Attest:- Joseph E. Connarton, City Clerk.

A true copy;

ATTEST:-



Joseph E. Connarton, City Clerk.

City of Cambridge

MASSACHUSETTS

In City Council June 22, 198 7

AGENDA ITEM NO. 2

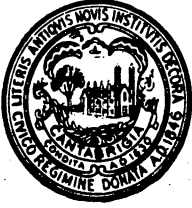
RE: PROPOSED ORDER WHICH WOULD AUTHORIZE THE CITY MANAGER TO EXECUTE A DEVELOPMENT AGREEMENT WITH THE DEVELOPERS OF THE PROPOSED GALLERIA AT RIVERSIDE PLACE

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

VMU
MS
NR

9

0



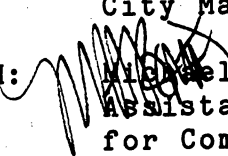
CITY OF CAMBRIDGE
COMMUNITY DEVELOPMENT DEPARTMENT
City Hall Annex - Inman & Broadway - Cambridge, Mass. 02139

498-9034

June 18, 1987

MEMORANDUM

TO: Robert W. Healy
City Manager

FROM:  Michael H. Rosenberg
Assistant City Manager
for Community Development

RE: Galleria at Riverside Place
Development Agreement

I am writing to request that the attached, proposed City Council Order be placed on the next Council agenda for their consideration and action.

Specifically, the attached Order would authorize you to execute a Development Agreement with the developers of the proposed Galleria at Riverside Place. The Development Agreement encompasses the agreements negotiated by my staff with the developer over the past several months. The primary obligation of the City under the Development Agreement is to grant a permanent easement to the developers, Riverside Galleria Associates Trust, in a 9,784 square foot parcel of land presently owned by the City and located along Commercial Avenue in East Cambridge. In return for this easement, the developer will provide to the City a significant number of public amenities requested by the staff in order to preserve and enhance the character and quality of the East Cambridge neighborhood. This particular piece of land was originally acquired for the City by the Massachusetts Department of Public Works as part of the Commercial Avenue project and was originally intended as an entrance into the Lechmere parking lot. The land was acquired to comply with certain Federal regulations to allow the installation of a traffic light at this location. However, specific plans for the Galleria were not known at that time. As the plans for the project were developed, the Community Development staff encouraged the developer to provide for the extension of Charles Street through his property from First Street to Commercial Avenue as originally envisioned in the East Cambridge Riverfront Plan. The developer has modified his original proposal to provide for the extension of Charles Street thereby rendering the former entrance obsolete and requiring a land swap between the City and developer which is discussed in more detail later in this memorandum.

As you know, Riverside Galleria Associates Trust proposes to construct a major mixed-use development in the Lechmere Triangle in East Cambridge presently occupied by Lechmere Sales. This project will substantially complete the development of this area as contemplated in the East Cambridge Riverfront Plan. The project would contain approximately 700,000 square feet of retail space, including three major anchor stores (proposed to be Lechmere Sales, Filene's and Sears) and 150 smaller stores to be situated in a dramatic three-story arcade opening out onto Lechmere Canal Park to the North and the proposed Charles Park to the South. Additionally, the project would include approximately 90,000 square feet of office space and 75 to 80 housing units. All parking for the project (2,750 spaces) would be located below ground in a three-level structure.

After more than two years of review by the Community Development staff and after approximately six months of consideration by the Planning Board, including three public hearings and several meetings with the East Cambridge neighborhood, the Planning Board this week issued a special permit for the project under the PUD ordinance. In the course of the past 2 1/2 years of review by the staff and the community, the developer has substantially modified the design of his project to respond to our concerns. We concur with the Planning Board that the developer's cooperation throughout this process has produced a project which suitably responds to our concerns over size, traffic, parking and urban design issues. As part of the overall integration of the project with its surroundings, the Planning Board has required (and the developer has agreed to) several special conditions to the special permit. For logistical purposes, most of these conditions were also incorporated into the referenced Development Agreement.

The Development Agreement is attached for the Council's review. In summary, the Development Agreement includes the following key land exchanges:

1. The developer will receive a permanent easement over so-called Parcel 1 for the construction of a portion of the Galleria itself, an easement for light and air over a portion of the future Charles Park and certain underground utility easements for a total interest in approximately 14,524 square feet of land.

2. The City will receive 19,830 square feet in fee or easement for Charles Park and 26,066 square feet in fee or easement for Charles Street Extension for a total interest in approximately 45,896 square feet of land.

This land swap will allow the extension of Charles Street from First Street to Commercial Avenue and provide for a more appropriate intersection opposite the Sonesta Hotel in accordance with the East Cambridge Riverfront Plan. It also provides the City with the balance of the land required (in conjunction with the land donations from H.J. Davis and Lotus) to construct a new park along Commercial Avenue (Charles Park).

Further, the Development Agreement calls upon both the Developer and the City to carry out certain additional responsibilities. These are outlined below.

A. The developer will:

1. Complete a portion of Lechmere Canal Park known as the Crescent situated directly in front of the Galleria.
2. Contribute \$544,500 (in 1987 dollars) for the construction of Charles Park. In addition, if certain conditions are met by the City, the developer will actually construct the park.
3. Contribute 60% (in conjunction with Lotus' 40%) of the cost of the maintenance of Charles Park.
4. Construct Charles Street Extension in full accordance with City standards.
5. Install a traffic light at the corner of First Street and the new Charles Street Extension.
6. Pay for all additional costs of constructing the new intersection of Charles Street Extension and Commercial Avenue.
7. Contribute 50% (up to \$100,000) of the cost of constructing a new walkway under the Lechmere Canal Bridge which will provide for future connections between the Park and the Museum of Science.
8. Contribute 20% of the cost of maintaining Lechmere Canal Park in conjunction with other developers' contributions.

B. In return the City will:

1. Convey temporary construction easements to the developer.
2. Complete full design drawings for the new Charles Park (to be paid for with a previous contribution from H.J. Davis).
3. Cooperate with the Developer in the construction of his project and to assist in its coordination with other adjacent developments.
4. Cause to be maintained Lechmere Canal Park and Charles Park.

In addition, the developer will be providing a Letter of Credit to the City to secure his commitments for the above-noted public improvements and has agreed to develop an employment program to assure local residents opportunities for jobs in the project.

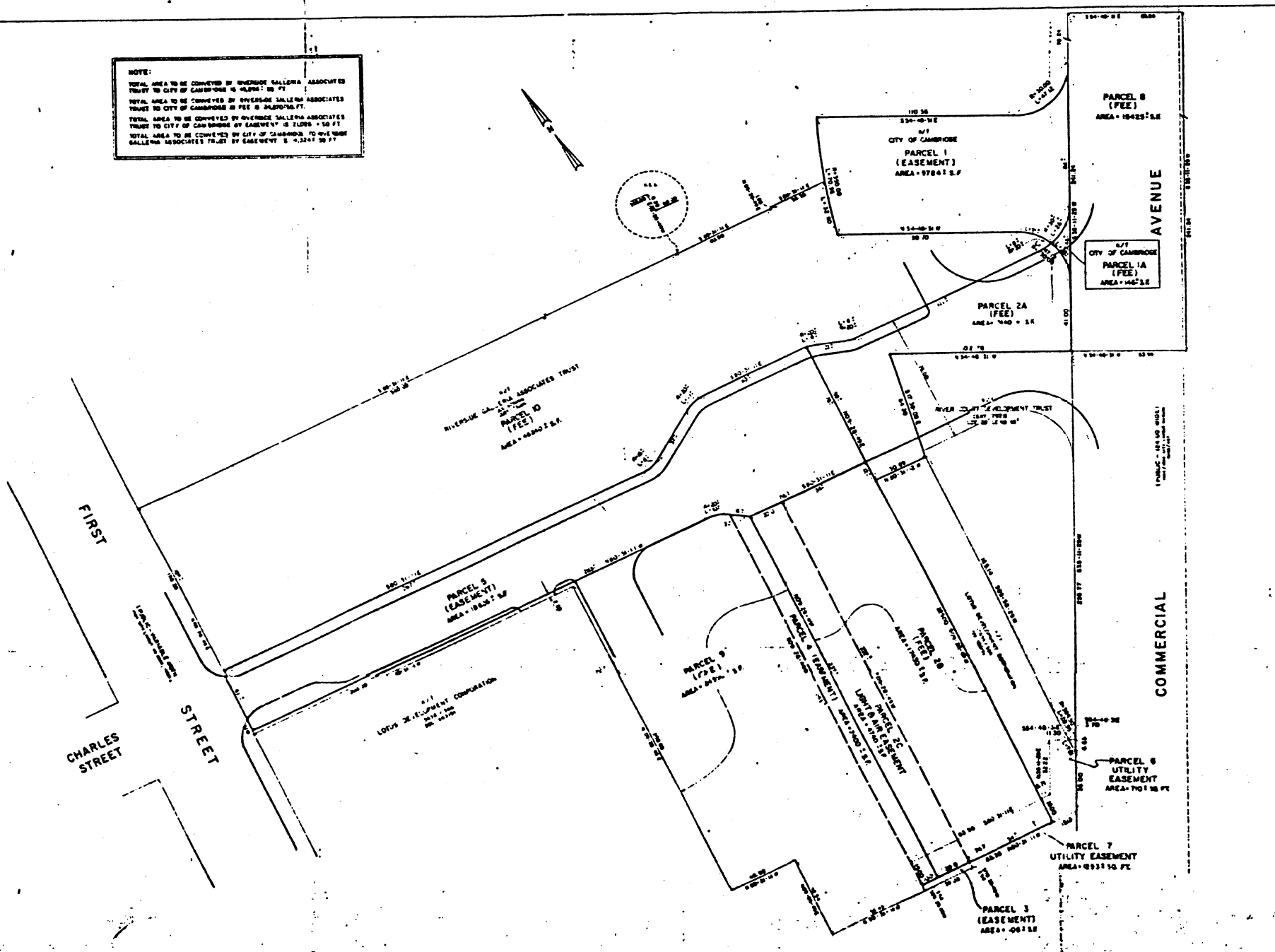
As part of the PUD Special Permit, the developer will be required to construct brick sidewalks and pay for historical street lights around the periphery of the project. He also will be required to develop, in conjunction with other area businesses, a transit program to encourage the use of mass transit options by employees and customers.

As I mentioned previously, this project has undergone extensive review, scrutiny, and negotiations for over two years and is now at the point where it should move forward. I therefore recommend Council approval for the Development Agreement and request that the issue be placed before them for consideration.

Attachments

1. Council Order
2. Plan of Land Exchange
3. Development Agreement

NOTE:
 TOTAL AREA TO BE CONVEYED BY RIVERSIDE SALLERNA ASSOCIATES TRUST TO CITY OF CAMBRIDGE IS 48,900 S.F.
 TOTAL AREA TO BE CONVEYED BY RIVERSIDE SALLERNA ASSOCIATES TRUST TO CITY OF CAMBRIDGE IN FEE IS 34,970 S.F.
 TOTAL AREA TO BE CONVEYED BY RIVERSIDE SALLERNA ASSOCIATES TRUST TO CITY OF CAMBRIDGE BY EASEMENT IS 1,000 S.F.
 TOTAL AREA TO BE CONVEYED BY CITY OF CAMBRIDGE TO RIVERSIDE SALLERNA ASSOCIATES TRUST BY EASEMENT IS 4,324 S.F.



PROJECT TITLE
 PRELIMINARY
 LAND EXCHANGE
 PLAN OF LAND
 COMMERCIAL AVENUE
 IN
 CAMBRIDGE, MASS.
 MIDDLESEX COUNTY

REMARKS FOR
 NEW DRAINAGE DEVELOPMENT

BSC

BOSTON LAND EXCHANGE TRUST
 100 STATE STREET
 SUITE 1000
 BOSTON, MASS. 02109

DATE: 11/11/87

BY: [Signature]

FOR: [Signature]

SCALE: 1" = 100'

DATE: 11/11/87

BY: [Signature]

FOR: [Signature]

6/18/87

DEVELOPMENT AGREEMENT

**FOR THE GALLERIA
AT RIVERSIDE PLACE
CAMBRIDGE, MASSACHUSETTS**

by and between

THE CITY OF CAMBRIDGE

and

**Stephen R. Karp, Stephen C. Plumeri and
William H. McCabe, Jr. as Trustees of
RIVERSIDE GALLERIA ASSOCIATES TRUST**

JUNE __, 1987

TABLE OF CONTENTS

Article	Subject	Page
I	DEFINITIONS.....	3
II	EXCHANGE OF PROPERTY	
	2.01 Title.....	6
	2.02 Public Ways.....	7
	2.03 Developer Covenants.....	7
	2.04 City Covenants.....	11
	2.05 Conditions to Developer's Obligations.....	12
	2.06 Conditions to City's Obligations.....	13
	2.07 The Exchange.....	13
	2.08 Further Assurances.....	14
III	CONSTRUCTION	
	3.01 Completion of Public Improvements.....	15
	3.02 Construction Schedule.....	15
	3.03 Letter of Credit.....	15
	3.04 Inspection by City.....	16
	3.05 Indemnification.....	16
	3.06 Quality.....	16
	3.07 Alterations.....	16
	3.08 Certificates of Completion.....	17
	3.09 Local Employment.....	17
	3.10 Works of Fine Art.....	18
IV	PLANS AND SPECIFICATIONS	
	4.01 Approval of PUD Program.....	19
	4.02 Design Review Process.....	19
V	INTENTIONALLY DELETED.....	21
VI	REPRESENTATIONS AND WARRANTIES	
	6.01 Representations and Warranties.....	22
VII	DEFAULT: REMEDIES	
	7.01 Events of Default.....	23
	7.02 City Remedies if Default by the Developer.....	24
	7.03 Developer Remedies if Default by the City.....	25
	7.04 Limit on Default.....	26

VIII INSURANCE AND CASUALTY

8.01 Authority.....	27
8.02 Insurance.....	27
8.03 Casualty.....	27
8.04 Non-Cancellation.Clause.....	30

IX MORTGAGES

9.01 Mortgage of Premises by the Developer....	31
9.02 Absence of Obligation to Construct.....	31
9.03 Absence of Personal Liability.....	31
9.04 Rights of Any Mortgagee after Default by Developer.....	31
9.05 Rights and Duties of Mortgagee upon Acquisition Prior to Completion.....	33
9.06 Extension of Time to Perform.....	33

X MISCELLANEOUS

10.01 Governing Law.....	34
10.02 Captions and Headings.....	34
10.03 Consents and Approvals.....	34
10.04 No Waiver.....	34
10.05 Notices.....	35
10.06 Force Majeure.....	35
10.07 Invalidity of Provisions.....	35
10.08 Rights of Others.....	35
10.09 Survival of Obligations.....	36
10.10 Time of Essence.....	36
10.11 Supplemental Documents.....	36
10.12 Due Diligence and Good Faith.....	36
10.13 Exhibits.....	36
10.14 Amendments.....	36

EXHIBITS

Schedule A: Quitclaim Deed - Parcel 2A
Schedule B: Quitclaim Deed - Parcel 2B
Schedule C: Easement - Parcel 4
Schedule D: Easement - Parcel 5
Schedule E: Easement - Parcel 1
Schedule F: Easement - Parcel 3
Schedule G: Easement - Parcel 6
Schedule H: Lechmere Canal Park Crescent Plan
Schedule I: Charles Park - Park Maintenance Agreement
Schedule J: Lechmere Canal Park - Park Maintenance Agreement
Schedule K: PUD Decision
Schedule L: Premises - Legal Description
Schedule M: Parcels - Legal Descriptions
Schedule N: Title Encumbrances of Record affecting
Parcels 2A, 2B, 4 and 5
Schedule O: Land currently owned by Lotus Development
Corporation
Schedule P: Plan Showing Public Improvements and Private
Improvements

This Development Agreement for The Galleria at Riverside Place, Cambridge, Massachusetts, dated as of the ____ day of June, 1987 (this "Agreement"), by and between the City of Cambridge, a body politic and corporate and a political subdivision of The Commonwealth of Massachusetts (the "City") and Stephen R. Karp, Stephen C. Plumeri and William H. McCabe, Jr. as Trustees of Riverside Galleria Associates Trust, under declaration of trust dated as of April 1, 1985 and recorded with the Middlesex South District Registry of Deeds in Book 16089 at Page 56, having a mailing address c/o New England Development, One Wells Avenue, Newton, Massachusetts 02159 (the "Developer").

WHEREAS, with the assistance of local, state and federal agencies and officials, the City is implementing the redevelopment of that part of the City of Cambridge known as the East Cambridge Riverfront Project Area; and

WHEREAS, the City's redevelopment activities include the provision of public ways and the provision of public park areas within said area, including the construction, maintenance and operation of a traffic light at Charles and First Streets, of the Charles Street Extension and its intersection with Commercial Avenue, and of Lechmere Canal Park and Charles Park, portions of which are to be located on certain land which is the subject of this Agreement; and

WHEREAS, the City has determined that the carrying out of said portions of the anticipated redevelopment are in the best interests of the City and the public good and welfare; and

WHEREAS, the Developer intends to construct a mixed-use development within the East Cambridge Riverfront Area, consisting of three anchor retail stores, other smaller retail stores, arcade and pedestrian walkway, parking facilities, office and residential space (the "Private Improvements") on 434,000+ square feet of land bounded by First Street, Lechmere Pedestrian Mall, Lechmere Canal Park, Ten Canal Park, Commercial Avenue and the Charles Street Extension (the "Premises"); and

WHEREAS, the City and the Developer desire jointly to carry out portions of the redevelopment program; and

WHEREAS, the Developer has agreed to complete a portion of the Lechmere Canal Park, to pay for part of the construction of, and to construct, Charles Park, to install a traffic light at Charles and First Streets, to construct the Charles Street Extension and to finance the redesign and construction of the Charles Street and Commercial Avenue intersection and to finance part of the construction of the Lechmere Canal Bridge Walkway; and

WHEREAS, the City owns Parcel 1 ("Parcel 1") and will own Parcel 3 ("Parcel 3") and Parcel 6 ("Parcel 6"), all as approximately described in Schedule M ("Legal Descriptions - Parcels 1, 3, and 6") attached hereto and incorporated herein; and

WHEREAS, the Developer owns certain parcels ("Parcel 2A", "Parcel 2B", "Parcel 4" and "Parcel 5"), all as approximately described in Schedule M ("Legal Descriptions - Parcels 2A, 2B, 4 and 5") attached hereto and incorporated herein; and

WHEREAS, the City and the Developer intend to exchange property interests in the Parcels in order to facilitate the construction of the various public and private improvements described herein; and

WHEREAS, the City and the Developer are executing this Agreement in reliance upon their respective rights, undertakings and obligations hereunder;

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby severally acknowledged, the parties agree as follows:

ARTICLE I

DEFINITIONS

For purposes of this Agreement, each of the terms enumerated below shall have the meaning set forth opposite said term unless otherwise indicated:

(a) Casualty Insurance Proceeds: Proceeds from casualty and construction risk insurance maintained under the provisions of Section 8.02(i) and (iii).

(b) Charles Street Extension: One of the Public Improvements to be constructed by Developer in accordance with the provisions of Section 2.03 hereof, as approximately shown on Schedule P.

(c) Charles Park: One of the Public Improvements to be financed in part by Developer and to be constructed by Developer in accordance with the provisions of Section 2.03 hereof, as approximately shown on Schedule P.

(d) City: The City of Cambridge, a body politic and corporate and a subdivision of The Commonwealth of Massachusetts.

(e) Default Notice: The notice to Developer and any Mortgagee as provided for in Section 7.01.

(f) Demolition Insurance Proceeds: Proceeds from demolition insurance maintained under the provisions of Section 8.02(ii).

(g) Developer: Stephen R. Karp, Stephen C. Plumeri and William H. McCabe, Jr., as Trustees of Riverside Galleria Associates Trust, under declaration of trust dated as of April 1, 1985 and recorded with the Middlesex South District Registry of Deeds in Book 16089 at Page 56, having a mailing address c/o New England Development, One Wells Avenue, Newton, Massachusetts 02159 or its successors and assigns.

(h) ERI: Employment Resources, Incorporated.

(i) Escrow Agent: The law offices of Csaplar & Bok, One Winthrop Square, Boston, MA 02110.

(j) Event of Default: Defaults by either party as set forth in Section 7.01 hereof.

(k) Final Phase: The last portion of the Private Improvements described in the PUD for which a building permit is obtained.

(l) First Mortgagee: The institutional lender holding the first mortgage interest on the Private Improvements.

(m) First Phase: That portion of the Private Improvements to be constructed first in accordance with the PUD and comprising, among other elements, a portion of the garage, the new Lechmere store and the office building.

(n) Improvements: The Private and Public Improvements, collectively.

(o) Intersection A: The intersection of Charles and First Streets, at which a traffic light shall be located in accordance with the provisions of Section 2.03 hereof, as approximately shown on Schedule P.

(p) Intersection B: The relocated and redesigned intersection of Charles Street Extension and Commercial Avenue to be financed by Developer in accordance with the provisions of Section 2.03 hereof, as approximately shown on Schedule P.

(q) Lechmere Canal: The canal which has been dredged and reshaped by the City as shown on Schedule P.

(r) Lechmere Canal Crescent: One of the Public Improvements to be constructed by Developer in accordance with the provisions of Section 2.03 hereof, as approximately shown on Schedule P.

(s) Lechmere Canal Park: Lechmere Canal and Lechmere Pedestrian Mall.

(t) Lechmere Canal Bridge Walkway: One of the Public Improvements to be financed in part by Developer in accordance with the provisions of Section 2.03 hereof, as approximately shown on Schedule P.

(u) Lechmere Pedestrian Mall: The landscaping and paving of the area surrounding the Lechmere Canal by the City, as approximately shown on Schedule P.

(v) Lotus Parcel: The land currently owned by Lotus Development Corporation as more particularly described in Schedule O.

(w) Mortgagee: Any holder of record of a mortgage on the Properties as such mortgages are permitted by Section 9.01.

(x) Mortgagee's Grace Period: The period allowed Mortgagee to take action or make the elections provided for in Section 9.04 hereof.

(y) Parcels: Parcels 1, 2A, 2B, 3, 4, 5, and 6 all as more particularly described in Schedule M.

(z) Premises: The land to which Developer holds or will hold a fee interest or easement right upon which the Private Improvements will be constructed, as more particularly described in Schedule L.

(aa) Price Index: The term "Price Index", as used in this Agreement, means the Consumer Price Index for all Urban Consumers (CPI-U): U.S. City Average, All Items (unadjusted) (1967=100), first published by the Bureau of Labor Statistics, U.S. Department of Labor, in 1978. If any expenditure groups, items, or components used to compute the Price Index are added, deleted, or otherwise changed, or if the weights assigned to any spending categories are altered, or if the Index population is changed, or if the Bureau of Labor Statistics should otherwise cease to publish such Index in its present form and calculated on the present basis, a comparable index or an index reflecting changes in the cost of living determined in a similar manner or by substitution, combination or weighting of available indices, expenditure groups, items, components or population, shall be designated by agreement between the City and the Developer. The Price Index for any month relevant to the application of any Section shall be that published by the Bureau of Labor Statistics for such month, if computed for such month, or otherwise for the most recent month immediately preceding the month for which the application is to be made. Since a Price Index relevant to the application of any Section may not be available as of the date on which a determination using the Price Index is to be made, necessary adjustments between the City and the Developer shall be made retroactively, within a reasonable time after required computations can be readily completed.

(bb) Private Improvements: The improvements to be constructed by the Developer on the Premises in accordance with the PUD that are not Public Improvements.

(cc) Public Improvements: The Lechmere Canal Park (including the Lechmere Canal Park Crescent), the Lechmere Canal Bridge Walkway, Charles Park, the Charles Street Extension, Intersection A and Intersection B.

(dd) PUD: The Planned Unit Development Special Permit No. 66 granted to the Developer by the Planning Board of the City of Cambridge, a copy of which is attached hereto as Schedule K.

(ee) Substantial Completion: With respect to any component of the Public Improvements, the completion of the improvements comprising such component in accordance with Final Working Drawings for said component, subject only to minor adjustments and punch list items which remain to be performed.

ARTICLE II

EXCHANGE OF PROPERTY

2.01. Title. (a) The City represents and warrants that it has acquired Parcel 1 and will acquire Parcel 3 and Parcel 6 in fee simple absolute. The Developer represents and warrants that it has acquired Parcels 2A, 2B, 4 and 5 in fee simple absolute.

(b) The Developer shall donate its fee simple interest in Parcels 2A and 2B to the City and grant a public easement over Parcels 4 and 5 to the City in order for the Charles Street Extension and Charles Park to be constructed thereon in exchange for which the City shall grant an easement over Parcel 1 to the Developer in order for a portion of the Private Improvements to be constructed thereon and over Parcel 3 and Parcel 6, once the City has acquired title in fee simple absolute to Parcel 3 and Parcel 6, in order for a portion of the Private Improvements to be constructed in the vicinity thereof.

(c) The City agrees to accept deeds from the Developer to Parcels 2A and 2B substantially similar in form and content to the deeds attached hereto and incorporated herein as Schedule A ("Quitclaim Deed - Parcel 2A") and Schedule B ("Quitclaim Deed - Parcel 2B"). The City agrees to accept easements from the Developer over Parcels 4 and 5 substantially similar in form and content to the easement agreements attached hereto and incorporated herein as Schedule C ("Easement - Parcel 4") and Schedule D ("Easement - Parcel 5"). The Developer agrees to accept an easement from the City to Parcel 1 substantially similar in form and content to the easement agreement attached hereto and incorporated herein as Schedule E ("Easement - Parcel 1"). The Developer agrees to accept an easement from the City to Parcel 3 substantially similar in form and content to the easement agreement attached hereto and incorporated herein as Schedule F ("Easement - Parcel 3"). The Developer agrees to accept an easement from the City to Parcel 6 substantially similar in form and content to the easement agreement attached hereto and incorporated herein as Schedule G ("Easement - Parcel 6"). These quitclaim deeds and easements shall be of good clear record and marketable title, insurable as such by a reputable title insurance company, free and clear of all liens and encumbrances except that (i) said deeds and easements shall set forth that the Parcels shall be subject to applicable federal anti-discrimination restrictions; (ii) the interest of the City in Parcels 2A and 2B shall be subject to the Developer's right to install, maintain and replace utility lines below the surface; (iii) the interest of the City in Parcels 4 and 5 shall be subject to the Developer's right to install, maintain and replace all manner of structures and utility lines below the surface; (iv) the interest of the City

in Parcels 2A, 2B, 4 and 5 shall be subject to those encumbrances currently of record as set forth in Schedule N attached hereto; and (v) the interest of the City in Parcel 2B shall be subject to a twenty (20) foot easement for light and air for the benefit of the Developer.

2.02. Public Ways. The Developer hereby waives any and all claims to awards of damages, if any, to compensate for the closing, laying out, or change of grade of any street within or fronting or abutting on the Properties as part of the City's present redevelopment plans for that part of the City of Cambridge known as the East Cambridge Riverfront Project Area. Notwithstanding the foregoing sentence, the parties agree that the laying out, construction, discontinuance or change in grade of public ways cannot impair or prevent utility, pedestrian or vehicular access in and to any portion of the Properties as such access is contemplated by the PUD. Street improvements are anticipated to consist of the reconstruction of First Street from Binney Street to Cambridge Street, with a 44' wide travel area and two 8' sidewalks, and the reconstruction of Commercial Avenue from First Street to the Msgr. O'Brien Highway, with a ()' wide travel area and ()' wide sidewalks. The City shall in good faith, and as set forth in Article II use its best efforts to complete or cause to be completed such street improvements in such a manner as to reasonably integrate their timely completion with the completion of improvements to be built on the Properties by the Developer, and so as not to impede the construction or use of the Private Improvements.

2.03. Developer Covenants.

Developer hereby covenants to undertake the following at its sole expense:

(a) complete the Lechmere Canal Park Crescent on or before the earlier to occur of (i) June 1, 1991, or (ii) the issuance of a Certificate of Occupancy by the City for the Final Phase, which involves construction of public pedestrian walkway areas in accordance with the plan attached as Schedule H.

(b) contribute \$544,500 ("Charles Park Contribution") toward the cost of constructing Charles Park . Until such time as the construction of Charles Park shall have commenced, the Developer's Charles Park Contribution shall be increased annually on June 1st, beginning on June 1, 1988, to the same percentage extent as the increase in the Price Index as of the applicable June 1st over the Price Index as of the immediately preceding June 1st.

(c) construct Charles Park on or before the earlier to occur of (i) June 1, 1991, or (ii) the issuance of a Certificate of Occupancy by the City for the Final Phase,

provided that the City shall have delivered to the Developer within nine (9) months of notice from the Developer to the City of the Developer's desire to commence construction of Charles Park (1) working drawings and specifications for the construction of Charles Park prepared in accordance with the provisions of Section 2.04(c) below, (2) evidence reasonably satisfactory to the Developer of the availability of funds (in addition to Developer's contribution) equal to \$363,000 ("Charles Park Fund"), and (3) evidence reasonably satisfactory to the Developer that the City holds title to those portions of Charles Park not theretofore donated to the City by the Developer. The Charles Park Fund required hereunder shall be increased annually on June 1st, beginning June 1, 1988, to the same percentage extent as the increase in the Price Index as of the applicable June 1st over the Price Index as of the immediately preceding June 1st until such time as the construction of Charles Park shall have commenced. In the event Developer is unable to construct Charles Park because conditions (1), (2), and (3) of this Section 2.03(c) are not satisfied, the Developer will pay the balance of the Charles Park Contribution not theretofore expended in the construction of Charles Park to the City on or before the earlier to occur of (i) June 1, 1991, or (ii) the issuance of a Certificate of Occupancy by the City for the Final Phase and, upon such payment, the Developer shall be relieved of any further obligation to construct Charles Park.

(d) contribute sixty (60%) percent of the total annual cost of maintaining Charles Park, which contribution shall be due in two (2) annual installments, payable each March 1st and September 1st, based on annual budgets prepared by the City and submitted to the Developer at least thirty (30) days prior to the date such payments are due, unless the Developer shall continue to maintain Charles Park in accordance with subsection (e) below, in which event Developer's contribution to the maintenance of Charles Park shall be expended directly on such maintenance.

(e) maintain Charles Park from and after the completion of Charles Park in accordance with a Park Maintenance Agreement substantially similar in form and content to such agreement set forth in Schedule I ("Charles Park - Park Maintenance Agreement"), provided on or before the completion of Charles Park the City shall have caused Lotus Development Corporation, or other development entity owning the Lotus Parcel, to have executed an agreement directly with the Developer in a form reasonably satisfactory to the Developer pursuant to which Lotus Development Corporation, or other development entity owning the Lotus Parcel, and its successors and assigns shall be obligated to reimburse the Developer for forty (40%) percent of the total annual cost of maintaining Charles Park. Developer hereby agrees to maintain Charles Park in accordance with the Charles Park - Park Maintenance Agreement for an initial period of five (5) years following the

completion of Charles Park and thereafter for subsequent five (5) year periods unless and until Developer shall have notified City twelve (12) months prior to the expiration of the then current period of its election to terminate the Charles Park - Park Maintenance Agreement.

(f) erect a construction fence around the periphery of the Premises to protect Lechmere Canal Park from long-term construction impacts, to be removed only as phases of the Private Improvements are opened to the public. Information regarding the construction fence and any signs or lettering visible from any public place attached to the fence must be submitted to the Community Development Department of the City for written approval of the size, color, design and location as part of the City's design review process before installation.

(g) on or before the earlier to occur of (i) June 1, 1991, or (ii) the issuance of a Certificate of Occupancy by the City for the Final Phase, construct and thereafter maintain, insure and repair Charles Street Extension, consisting both of that portion owned by the Developer (Parcel 5), and that portion to be conveyed to the City (Parcel 2A), and to hold the City harmless from any and all claims arising from any construction or pedestrian or vehicular traffic thereon. The City's Community Development Department shall use good faith efforts to assist the Developer in obtaining the right to use at least 300 parking spaces during the evening hours and on weekends on or in any parking facility which is to be granted direct access to Charles Street Extension, such access to be only as shown on the plans approved as part of the PUD.

(h) on or before the earlier to occur of (i) June 1, 1991, or (ii) the issuance of a Certificate of Occupancy by the City for the Final Phase, install a traffic light at Intersection A in accordance with the standards of both the city and state Departments of Public Works, which installation shall involve the excavation of the sidewalk abutting Developer's property along First Street, placement of conduits, and restoration of said sidewalk. Developer shall cooperate with the Community Development Department of the City to design Intersection A to be safe and attractive for pedestrians and motorists. Developer shall with the cooperation and assistance of the Community Development Department of the City obtain any and all necessary governmental permits, licenses or approvals for such installation of the traffic light and ancillary conduit.

(i) contribute fifty (50%) percent of the cost of constructing the bridge walkway along Lechmere Canal on the northerly side of the Commercial Avenue bridge up to a maximum contribution not to exceed \$100,000, provided said walkway is

constructed in a manner and with materials comparable to the bridge walkway being constructed along the Lechmere Canal on the southerly end of the Commercial Avenue bridge. The aforementioned contribution shall be due and payable at the time of the Exchange as more particularly set forth in Section 2.07 hereof.

(j) pay for the additional costs of constructing Intersection B that may be incurred over and above the amount of the original contract with the Department of Public Works.

(k) contribute twenty (20%) percent of the total annual cost of maintaining Lechmere Canal Park up to a maximum annual contribution of \$10,000, which contribution shall be due in two (2) annual installments payable each March 1st and September 1st based on annual budgets prepared by the City and submitted to the Developer at least thirty (30) days prior to the date such payments are due. The aforesaid maximum limit for Developer's contribution to the maintenance of Lechmere Canal Park shall be increased annually on September 1st, beginning September 1, 1988, to the same percentage extent as the increase in the Price Index as of the applicable September 1st over the Price Index as of the immediately preceding September 1st.

(l) participate in and coordinate the maintenance of Lechmere Canal Park and Charles Park in accordance with the Lechmere Canal Park - Park Maintenance Agreement and the Charles Park - Park Maintenance Agreement substantially similar in form and content to such agreements set forth in Schedules H and I ("Park Maintenance Agreement"), including, but not limited to, (i) provision of a plan room on the Premises where all plans and drawings relating to open space, including Charles Park and Lechmere Canal Park, shall be kept; and (ii) provision of winter storage space on the Premises for Lechmere Canal Park and Charles Park maintenance and operational equipment.

(m) construct, in the event Phase II of the Private Improvements as described in the PUD shall not have been completed on or before June 1, 1991, a landscaped buffer twenty (20) feet in width along the common boundary between the Premises and Lechmere Canal Park so as to appropriately screen Lechmere Canal Park from the Premises and plant a row of trees of substantial size along the boundary of the Premises on Commercial Avenue, on the one hand, and the boundary of the Premises on First Street, on the other hand. Developer shall submit its plans concerning such landscape buffer to the City for review and approval by the City, which review shall be made within 30 days of the City's receipt of such plans and which approval shall not be unreasonably withheld. Developer shall maintain the aforementioned landscaped buffer and tree lines in good condition.

2.04. City Covenants.

City hereby covenants to undertake the following at its sole expense:

(a) convey to the Developer such temporary construction easements as are necessary for the Developer to construct the Public and Private Improvements as set forth in Articles II, III and IV, including but not limited to (i) a construction easement in the Lechmere Canal Park Crescent, (ii) a construction easement along First Street to Charles Street, (iii) a construction easement within Intersection B and Charles Park upon donation of the land to the City by H.J. Davis and Lotus Development Corporation, (iv) a construction easement in Parcel 1 until such time as the Exchange described in Section 2.07 shall have occurred and (v) a construction easement on Parcels 2A, 2B, 4 and 5 from and after the conveyance of the same by the Developer to the City as herein contemplated until such time as the Public Improvements shall have been completed.

(b) cooperate with Developer and to support Developer's applications for permits for curb cuts as necessary for the Private Improvements and for permits for the installation of a traffic light at Intersection A.

(c) complete within nine (9) months of notice from the Developer to the City of the Developer's desire to commence construction of Charles Park and without cost or expense to the Developer, the working drawings and specifications for Charles Park, which drawings and specifications shall be prepared by a landscape architect reasonably acceptable to both the City and the Developer and shall be prepared for the City in consultation with the Developer.

(d) submit, within nine (9) months of notice from the Developer to the City of the Developer's desire to commence construction of Charles Park, evidence reasonably satisfactory to the Developer of the availability of funds (in addition to Developer's contribution) equal to the Charles Park Fund, as the same shall have been increased pursuant to Section 2.03(c) hereof, and evidence reasonably satisfactory to the Developer that the City holds title to those portions of Charles Park not theretofore donated to the City by the Developer.

(e) based upon applications for payment, accompanied by evidence reasonably satisfactory to the City substantiating the Developer's claim for reimbursement for the cost of constructing Charles Park, cause to be paid to the Developer from the funds described in Section 2.03(c) above, the cost of labor, materials and equipment incorporated in the construction of Charles Park. The City agrees to cause the aforementioned payment to be made not later than twenty (20) days following receipt of an application for payment from the Developer. In no event shall the City be obligated to reimburse the Developer

for the cost of constructing Charles Park. The City's sole obligation relative to the cost of constructing Charles Park shall be to cause the Charles Park Fund, as the same shall have been increased pursuant to Section 2.03(c) hereof, to be paid over to the Developer as hereinabove set forth.

(f) cooperate with the Developer to coordinate all work undertaken by Developer in connection with the Private Improvements and by the City in connection with the Public Improvements as to cause the least possible inconvenience and interference with each other's activities. The parties agree to grant one another such temporary construction and access easements as are reasonably necessary to construct the Public Improvements and the Private Improvements.

(g) acknowledges that improvements to First Street and Commercial Avenue as described in Section 2.02 are being undertaken by The Commonwealth of Massachusetts under currently existing contracts, and shall, in good faith, do all in its power to facilitate the completion of such street improvements within a reasonable time.

(h) hereby confirms its authorization of the Developer to include Parcel 1 within the Development Parcel defined in the PUD.

(i) provide the City's Community Development Department's cooperation and support for Developer's applications for those City permits required to implement the construction of the Public and Private Improvements described in the PUD.

(j) maintain or cause to be maintained Lechmere Canal Park and Charles Park in the event Developer is not responsible for the maintenance of the same.

2.05. Conditions to Developer's Obligations. It shall be a condition precedent to Developer's obligations to convey and deliver Parcels 2A and 2B to the City, to grant easements to the City over Parcels 4 and 5, to accept the Parcel 1 Easement, the Parcel 3 Easement and the Parcel 6 Easement, to commence construction of the Public Improvements and to make the payments required under this Agreement, that on the dates for the exchange, the commencement of construction and the making of the applicable payments, as the case may be:

(a) Titles to Parcel 1, Parcel 3 and Parcel 6 are in accordance with the requirements and exceptions hereinabove set forth;

(b) All conditions precedent to the particular obligation of the Developer specified in this Agreement shall have been satisfied; and

(c) The City shall not be in material default under any of its obligations under this Agreement.

2.06. Conditions to The City's Obligation. It shall be a condition precedent to the obligation of the City to grant an easement over Parcel 1, Parcel 3 and Parcel 6 and accept the deeds to and easements over Parcels 2A, 2B, 4 and 5, that on the date for the exchange:

(a) Titles to the Parcels 2A, 2B, 4 and 5 are in accordance with the requirements and exceptions hereinabove set forth;

(b) Developer shall not be in material default under any of its obligations hereunder; and

(c) The Developer shall have obtained building permits for Phase I from the City's Building Department and paid all application fees in connection therewith.

2.07. The Exchange. (a) The conveyance and delivery of Parcels 2A and 2B and granting of easements over Parcels 1, 4 and 5 shall occur upon the earlier to occur of (i) the first anniversary of the date of this Agreement, or (ii) the issuance by the City of a Certificate of Occupancy for the First Phase of the Private Improvements. The conveyance and granting of easements over Parcels 3 and 6 shall occur upon the earlier to occur of (i) the first anniversary of the date of this Agreement, or (ii) the issuance by the City of a Certificate of Occupancy for the First Phase of the Private Improvements, if before such date title in fee simple absolute to Parcel 3 and Parcel 6 shall have been conveyed to the City; if title in fee simple absolute to Parcel 3 and Parcel 6 shall not have been conveyed to the City before such date, then the conveyance and granting of easements over Parcels 3 and 6, respectively, shall occur within thirty (30) days of the date the City has acquired title to Parcel 3 and Parcel 6, respectively, in fee simple absolute, provided should the City acquire such title to either of such Parcels without acquiring such title to the other, then the City shall convey and grant the easement to the relevant Parcel within thirty (30) days of the date the City has acquired title to such Parcel in fee simple absolute. In any event, however, the City shall convey and grant the easement over Parcel 6 before any portion of Parcel 6 is dedicated by the City as a park. Further, the City hereby agrees not to accept a conveyance of title to any portion of Parcel 6 if the deed drawn in connection with such conveyance would prevent the City from granting the easement over said Parcel 6 as herein contemplated. The Developer shall pay the costs, if any, of any required Federal or State documentary tax stamps and all recording fees.

(b) With respect to any tax period during which the City and the Developer both had title to and possession of the Properties, taxes allocable to the respective property for such period shall be prorated between the City and Developer in proportion to the respective periods of ownership of title and possession by (1) the City and its predecessors in title on the one hand, and (2) the Developer on the other hand.

(c) The City agrees to provide Developer with opinion of counsel, reasonably satisfactory to the Developer, that the City has full authority to execute this Agreement and to make such conveyances. Messrs. Csaplar and Bok are hereby approved as such counsel. The Developer agrees to provide the City with an Opinion of Counsel, reasonably satisfactory to the City, that the Developer has full authority to enter into this Agreement. Execution and delivery of deeds and easements substantially similar in form and content to those in Schedules A through G shall be deemed to satisfy the obligations and conditions with respect to the deeds and easements set forth in this Article.

2.08. Further Assurances. To the extent it shall subsequently appear that additional acts, authorizations, approvals, findings or appropriations of funds shall be necessary or appropriate to clear title to the lands to be acquired for the construction of the Public and/or Private Improvements, or otherwise carry out the purposes and agreements stated or contained in this Agreement, the City and, except as to appropriations, the Developer hereby covenant and agree to perform or grant or to use their best efforts to obtain all such acts, authorizations, approvals, findings or appropriations of funds, or to secure any otherwise necessary or appropriate actions.

ARTICLE III

CONSTRUCTION

3.01. Completion of Public Improvements. Provided the conditions precedent to the Developer's obligation to construct the Public Improvements as more particularly set forth in Section 2.03 hereof shall have been satisfied in a timely manner, the Developer shall substantially complete said Public Improvements on or before the earlier to occur of (i) June 1, 1991, or (ii) the issuance by the City of a Certificate of Occupancy for the Final Phase of the Private Improvements.

3.02. Construction Schedule. The Developer shall submit to the City within twenty (20) business days following the commencement of construction of the First Phase, an estimated progress schedule for the commencement and completion of the various Public Improvements, which schedule shall be updated and resubmitted to the City on a quarterly basis and shall contain therein, if and when applicable, notices as to any adjustments to the progress forecast for the completion of the Public Improvements. In addition to the foregoing, throughout the construction of the Private Improvements and Public Improvements the Developer shall endeavor to keep the City generally apprised of the construction progress of the Improvements.

3.03. Letter of Credit. At the time of the exchange described in Section 2.07 hereof, the Developer shall deliver to the Escrow Agent an irrevocable letter of credit or letters of credit (hereinafter called the "Letter of Credit") in the aggregate amount of Five Hundred Thousand (\$500,000) Dollars drawn in favor of the City and issued by The First National Bank of Boston or another institutional lender approved by the City. The Letter of Credit, and the proceeds thereof, shall constitute a good faith deposit made by the Developer to secure the full and faithful performance of its obligations hereunder to construct the Public Improvements. In the event that the Developer has not completed all of the Public Improvements, as certified by the City, prior to the expiration date of the Letter of Credit, or any replacement Letter of Credit furnished as hereinafter provided, the Developer shall, not later than the fifteenth (15th) calendar day prior to such expiration date, furnish to the Escrow Agent a replacement Letter of Credit, issued by The First National Bank of Boston or another institutional lender satisfactory to the City, in an equivalent amount and specifying an expiration date at least one year after the date of issue of such replacement Letter of Credit. Each replacement Letter of Credit shall be held and disposed of as herein provided. Failure to furnish such a replacement Letter of Credit as herein provided shall be deemed to be an Event of Default under this Agreement by the Developer. The City shall be entitled at any time following an Event of

Default by Developer to draw upon and collect the proceeds of any Letter of Credit furnished hereunder upon a simple demand over an authorized signature on behalf of the City and any proceeds so collected shall be deposited in an interest-bearing account and shall be held and applied by the Escrow Agent in accordance with the rights of the City under this Agreement. Prior to making such demand, the City shall give at least fifteen (15) days written notice to the Developer of the proposed demand specifying the applicable Event of Default. A certificate that such notice has been given, signed by the City Manager of the City, shall be conclusive evidence as to such notice. Any interest earned on a part of said proceeds by the City before the City is entitled to retain the same for its own account shall be paid to the Developer promptly after collection.

Upon the issuance by the City of Certificates of Completion pursuant to Section 3.08 hereof, for each of (i) Charles Street Extension, (ii) Charles Park, (iii) the traffic light at Intersection A and (iv) the Lechmere Canal Crescent and the issuance of Certificates of Completion by the City certifying payment by the Developer of the contributions required of the Developer pursuant hereto for and in connection with (a) the Lechmere Canal Bridge Walkway and (b) Intersection B, the Escrow Agent shall promptly return to the Developer the Letter of Credit with the balance, if any, of the proceeds obtained pursuant to such Letter of Credit which remain after deducting such amounts as may be proper on account of damages for breach or default by the Developer of its obligations with respect to the Public Improvements, which breach or default shall not have been cured or remedied by the Developer after notice and opportunity to cure or remedy as provided in this Agreement.

3.04. Inspection by City. Prior to the issuance of Certificates of Completion as provided in Section 3.08, the City reserves the right to have its representatives inspect the Public Improvements at any time and without notice to the Developer.

3.05. Indemnification. During the construction of the Public Improvements by the Developer, the Developer hereby indemnifies and holds harmless the City with respect to any liability, damage or claim arising, respectively, from the Developer construction activities hereunder.

3.06. Quality. All construction of the Public Improvements shall be undertaken in a good and workmanlike manner using high quality building and landscaping materials.

3.07. Alterations. Developer shall not make or permit to be made any substantial alteration of, substantial addition to or material changes in the Public Improvements without the prior written consent of the City. Any request for

such consent shall be accompanied by graphic materials sufficient to illustrate the nature and extent of the proposed alteration submitted to the City in accordance with the Design Review Process for the PUD.

3.08. Certificates of Completion. Promptly after substantial completion of each of (i) Charles Street Extension, (ii) Charles Park, (iii) the traffic light at Intersection A, and (iv) the Lechmere Canal Crescent substantially in accordance with the requirements of this Agreement, the City will furnish to the Developer a Certificate of Completion so certifying. Promptly after payment by the Developer of each of the contributions required of it pursuant to this Agreement for and in connection with (a) the Lechmere Canal Bridge Walkway, and (b) Intersection B, the City will furnish to the Developer a Certificate of Completion so certifying. Such certifications by the City shall be in recordable form and shall be a conclusive determination of satisfaction and termination of the agreements and covenants in this Agreement with respect to the applicable obligation of the Developer. The City may include in such Certificates of Completion a restatement of any such continuing obligations of the Developer.

3.09. Local Employment. Prior to and during construction of the Improvements, the Developer shall use its best efforts to employ or cause to be employed in the construction of the Improvements, residents of the City of Cambridge and construction firms or contractors located in the City of Cambridge. Consistent with this undertaking, and subject in all respects to Federal and State non-discrimination laws and affirmative action requirements, such efforts shall include, without limitation, notification of Employment Resources, Incorporated or successors thereto (ERI) of any employment opportunities related to the properties at least seven (7) days prior to general advertisement of such opportunities, and advertisement of such employment opportunities in newspapers of general circulation in Cambridge at least seven (7) days prior to any advertisement in any other news media. The Developer shall, one year after the date of the execution of this Agreement and on each anniversary thereafter until the one immediately following the completion of construction, submit to ERI a report containing the total number of employees hired by type of job category, and the number of Cambridge residents included in each such category, and said total. The City is desirous of coordinating its manpower training programs to the needs of the Developer. To this end, the Developer hereby agrees to cooperate with the City in the City's efforts to formulate training programs to enable Cambridge residents to meet job qualifications at the Property.

The Developer agrees that the provisions of the prior paragraph shall apply after the completion of construction and the issuance of Certificates of Completion. In an effort to

maximize local employment opportunities, the Developer will cooperate in good faith with elected and appointed representatives of the City to create and maintain an effective reporting and referral local employment process, such cooperation to include, when possible and feasible, the insertion in leases with prospective tenants a clause whereby such tenants would affirmatively participate in this effort.

3.10 Works of Fine Art. Developer and the City are in agreement that works of Fine Art, accessible to the general public and in substantial supply, should be incorporated into the Improvements. The parties agree that Fine Art which provides enjoyment and enrichment to the public as a part of its experience of the urban environment is to be encouraged.

Consistent with this policy, Developer and the City agree to cooperate and work together to develop a general program for the employment of Fine Art in the Improvements.

ARTICLE IV

PLANS AND SPECIFICATIONS

4.01. Approval of PUD Program. The City acknowledges receipt of and hereby approves the program for the construction of the Public Improvements, all as set forth in the PUD, a copy of which is attached hereto and incorporated herein as Schedule K.

4.02. Design Review Process. The Developer shall cause to be constructed only such Public Improvements as are in accordance with the PUD (as amended from time to time), and for which plans and specifications have been or are to be approved pursuant to the terms of the following Design Review Process:

(a) All submissions subsequent to those herein acknowledged to have been made and approved, shall be consistent with the PUD Decision (as amended from time to time) and shall comply with the written and graphic requirements of the Planned Unit Development process.

(b) All submissions shall be made to the City Manager, its successor, or any person or official designated by him in writing, and receipts for any and all such submissions shall be obtained from or on behalf of the City. Developer may rely upon any communication received from the City as being duly approved and executed on behalf of the City so long as the same has been signed by the City Manager or his designee.

(c) Not later than thirty (30) working days after submission by Developer of any materials which require approval in accordance with the Design Review Process, the City shall either approve such materials or notify Developer in writing of the specific respects in which it finds such materials to be unacceptable. If the City does not notify the Developer in writing within said thirty (30) day period of all specific respects in which the same are unacceptable, such materials shall be treated as having been approved by the City, as will all design elements within such submission which are not so specified as unacceptable. In respect to any specific matters of which the City disapproves, Developer shall, within thirty (30) working days (or such additional time as may be requested by Developer and reasonably approved by City) after Developer receives written notice of such disapproval, resubmit appropriate material, altered in an effort to remove the basis for disapproval. All resubmissions and subsequent approvals or disapprovals thereof shall be made and given in accordance with the procedure hereinabove provided for the original submission, until the relevant materials shall be approved or shall be treated as having been approved by the City as set forth above or until this Agreement has been terminated pursuant to any party's rights hereunder.

(d) In connection with the foregoing, the parties contemplate and agree that submission and review of design material will be a continuing process, with the parties working cooperatively and expeditiously in good faith with respect to the design of the Public Improvements.

(e) Either party may notify the other that it deems any action of submission or disapproval unreasonable or in bad faith, describing the consequences of such action and requesting extension of the date of conveyance or accelerated review of the submission to ameliorate such consequences. Failure to give written notice within thirty (30) days of any such action shall be deemed acknowledgment of the reasonableness thereof. Failure to make written protest of any notice within ten (10) days thereof shall constitute acquiescence to the requested relief.

(f) The Developer shall submit all plans and documents necessary for design review of the Public Improvements to the City for approval by the Community Development Department at the following stages:

- Preliminary Design Development
- Final Design Development
- 25% Working Drawings
- 75% Working Drawings
- 90% Working Drawings
- Final Working Drawings

The four sets of Working Drawings referred to in this section (25%, 75%, 90% and Final) shall be reviewed by the City for consistency with the PUD (as amended from time to time), and the Preliminary and Final Design Development submittals referred to above.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES

6.01. Representations and Warranties. The parties hereto each represent and warrant with respect to themselves:

(a) The execution hereof, and the performance of the obligations herein described and of any acts which may be reasonably necessary or appropriate to accomplish the purposes set forth herein, have been duly authorized by both of the respective parties.

(b) This Agreement and the agreements to be executed pursuant hereto are, or will be upon execution, the duly executed, legal, valid and binding obligations of the respective parties, enforceable in accordance with their terms except as the same may be limited by bankruptcy, insolvency or similar laws affecting the rights of creditors generally.

(c) This Agreement and the agreements to be executed pursuant hereto are not in conflict with any joint venture agreement, charter, statutory authority, or any indenture agreement or other instrument to which either party hereunder is a party or by which either party hereunder is bound.

(d) Except as specifically set forth herein, no consent, approval, authorization of, funding by, or registration with, any federal, state or local governmental authority is required in connection with the execution and delivery hereof by any party hereto.

(e) There is no litigation or administrative proceeding pending or anticipated which would in any way affect the ability of the party making the warranty to carry out its obligations under this Agreement.

ARTICLE VII

DEFAULT: REMEDIES

7.01. Events of Default. An event of default ("Event of Default") shall occur:

- (a) if either party fails in any material respect to observe or perform any covenant, agreement or obligation hereunder (including any obligation to proceed in good faith or to exercise best efforts), and shall fail to cure, correct or remedy such material default within a reasonable time in view of the nature of the default, the then circumstances, and the effect on the non-defaulting party of the length of the continuation of such default, but in no event fail to commence to cure within thirty (30) days after written notice ("Default Notice") from the non-defaulting party specifying such default. It is specifically understood that no Event of Default hereunder shall exist until after notice as aforesaid, and any and all notices given hereunder by the City to Developer shall not be deemed effective against any Mortgagee unless and until copies thereof have been given to such Mortgagee(s); or
- (b) if any representation or warranty of either party set forth in this Agreement, in any certificate delivered pursuant hereto, or in any notice, certificate, demand, submittal or request delivered to the non-defaulting party by the defaulting party pursuant to this Agreement shall prove to be incorrect in any material and adverse respect as of the time when the same shall have been made; or
- (c) if either party shall be adjudicated bankrupt or be declared insolvent under the Federal Bankruptcy Code or any other federal or state law (as now or hereafter in effect) relating to bankruptcy, involvency, reorganization, winding up or adjustment of debts (hereinafter collectively called "Bankruptcy Laws"), or if either party shall (i) apply for or consent to the appointment of, or the taking of possession by, any receiver, custodian, trustee, United States Trustee or liquidator (or other similar official) of either party or of any substantial portion of either party's property, or (ii) generally not pay its debts as they become due, admit in writing its inability to pay its debts

generally as they become due or (iii) make a general assignment for the benefit of its creditors, or (iv) file a petition commencing a voluntary case under or seeking to take advantage of any Bankruptcy Law, or (v) fail to controvert in timely and appropriate manner, or in writing acquiesce to, any petition commencing an involuntary case against either party pursuant to any Bankruptcy Law; or

- (d) if an order for relief against either party shall be entered in any involuntary case under the Federal Bankruptcy Code or any similar order against either party shall be entered pursuant to any other Bankruptcy Law, or if a petition commencing an involuntary case against either party or proposing the reorganization of either party under the Federal Bankruptcy Code shall be filed in and approved by any court of competent jurisdiction and not be discharged or denied within one hundred twenty (120) days after such filing, or if a proceeding or case shall be commenced in any court of competent jurisdiction seeking (i) the liquidation, reorganization, dissolution winding up or adjustment of debts of either party, or (ii) the appointment of a receiver, custodian, trustee, United States Trustee or liquidator (or other similar official of either party or of any substantial portion of either party's property, or (iii) any similar relief as to either party pursuant to any Bankruptcy Law and any such proceeding or case shall continue undismissed, or an order, judgment or decree approving or ordering any of the foregoing shall be entered and continued unstayed and in effect for one hundred twenty (120) days.

7.02. City Remedies if Default by the Developer.

Subject to the rights of Mortgagees, as provided in Article IX, if the Developer commits an Event of Default, the City in addition to any and all other remedies available to it hereunder or pursuant to law shall have the right to take any one or more of the following actions:

(a) Seek specific performance by the Developer of any of the following obligations of the Developer:

- (i) any covenant, agreement or obligation as set forth in the Parcel 1 Easement;
- (ii) any obligations and/or covenants hereunder;
- (iii) any obligations and/or covenants surviving the issuance of a Certificate of Completion;

(iv) the execution and delivery of any documents required hereunder;

(v) the completion of construction of all Public Improvements;

(b) Retain, at the time of such Event of Default, all payments made hereunder;

(c) Call upon any Letter of Credit outstanding at the time of such Event of Default as provided in Section 3.03 hereof;

(d) Require the Developer to transfer to the City any and all rights of possession, control and ownership Developer may have in and to any and all plans, specifications, renderings, engineering data, soil reports and other technical documents or materials related to the design and construction of the Public Improvements. To this end, the Developer agrees to include assignment and assumption provisions, similar to those given to construction lenders, in architectural, engineering and other consultant contracts related to the design of the Public Improvements whereby the City, in accordance with the terms of this Agreement, would succeed to the rights and obligations of the Developer under such contracts; and

(f) After written notice of default and the failure to cure it, all as provided in Section 7.01(a) hereof, and fifteen (15) days after giving an additional written notice of its intent to exercise its rights under this subsection, cure such default for the account of the Developer, and Developer agrees that it will pay to the City the reasonable costs thereof within thirty (30) days of receipt of the City's written request therefor.

7.03. Developer Remedies if Default by the City. If the City commits an event of default, the Developer may, in addition to any and all other remedies available to it hereunder or pursuant to law:

(a) Seek specific performance by the City of its obligations hereunder; or

(b) After written notice of default and a failure to cure, all as provided in Section 7.01(a) hereof, and fifteen (15) days after giving an additional written notice of its intent to exercise its rights under this subsection, cure such default for the account of the City and the City agrees that it will pay the Developer the reasonable cost thereof within thirty (30) days after receipt of the Developer's written request therefor. In the event the City fails to pay the Developer, the Developer may deduct the reasonable costs

incurred by the Developer in so curing the City's default from any and all sums thereafter required to be paid by the Developer pursuant to the terms of this Agreement on a cumulative basis until the Developer shall have recovered the entire amount so expended by it.

7.04. Limit on Default. The City agrees to look solely to the interest of the Developer and its successors and assigns, as the case may be, in the Premises and any improvements constructed thereon for any claim against the Developer or its successors and assigns arising under this Agreement. Neither the Developer nor any trustee, beneficiary, partner, stockholder, manager, officer, director, agent or employee of the Developer (or its successors or assigns) shall ever be personally or individually liable under this Agreement; nor shall it or they be liable in any equitable proceeding or order beyond the extent of its or their interest in the Premises and the improvements thereon.

ARTICLE VIII

INSURANCE AND CASUALTY

8.01. Authority. Notwithstanding any other provisions in this Agreement, the terms of this Article VIII shall determine all questions relating to insurance and to casualty.

8.02. Insurance. Developer, its successors and assigns, shall at all times carry such insurance on the Charles Street Extension in amounts not less than the following:

- (i) fire and extended insurance and additional risk insurance to the same extent and amount which is normally required by institutional mortgagees for similar property in the City of Cambridge, such insurance to be in amounts not less than eighty percent (80%), or, in the case of extended coverage insurance, one hundred percent (100%), of the then current cash value of the Charles Street Extension, with commercially reasonable deductibles;
- (ii) demolition and debris removal insurance payable only in the event that the debris removal is occasioned by damage to or destruction of Charles Street Extension or any portion thereof; and
- (iii) during any construction periods, builder's risk coverage in amounts appropriate for the construction work undertaken with respect to Charles Street Extension.

The insurance maintained by Developer pursuant to the above requirements shall name the City as a loss payee and provide for payment of proceeds directly to the escrow agent appointed under the terms of Section 8.03(c). Such proceeds shall be distributed to the Developer, any Mortgagee named as a loss payee and the City in accordance with the provisions of Section 8.03.

8.03. Casualty. (a) If Charles Street Extension or any portion thereof shall be damaged or destroyed by fire or other casualty, the Developer or its successors in interest shall notify the City of such casualty and proceed promptly to establish and collect all valid claims which may have arisen against insurers or others based upon any such damage or destruction.

(b) Within thirty (30) days of the City's receipt of notice of such damage, destruction or other casualty, Developer

shall consult with City and any Mortgagee named as a loss payee concerning the future of Charles Street Extension. Such consultation shall continue until Charles Street Extension has been repaired, restored or reconstructed or until other action has been taken pursuant to this Section 8.03.

(c) All proceeds of claims against insurers and any other monies received from claims against others or provided for the repair, restoration or reconstruction of Charles Street Extension in excess of \$100,000 shall be paid into an escrow account with a single escrow agent appointed by the institutional lender holding the first mortgage interest on the Private Improvements ("First Mortgagee"). Such First Mortgagee shall have the right to appoint itself such agent. If there is no such First Mortgagee, such escrow agent shall be appointed jointly by the City and the Developer, both parties agreeing to use reasonable efforts to agree on such appointment. Payments from such escrow account shall conform to the requirements of this Article. All proceeds of claims against insurers and any other monies received from claims against others or provided for the repair, restoration or reconstruction of Charles Street Extension equal to or less than \$100,000 shall be paid to the Developer and shall be used in accordance with the provisions of Section 8.03(d) and (e), as applicable.

(d) Proceeds from any insurance maintained under Section 8.02 (ii) to pay costs of demolition and debris removal following a casualty ("Demolition Insurance Proceeds") shall be separately accounted for by the escrow agent or the Developer, as the case may be. Demolition Insurance Proceeds shall be used only for payment of the costs of demolishing any improvements on Charles Street Extension and restoring Charles Street Extension to a cleared and safe condition at grade approximately level with abutting land, unless otherwise agreed by and among the City, Developer and any Mortgagee named as a loss payee on the policy of insurance covering such costs of demolition and grading.

(e) Unless otherwise provided for in this Article, the proceeds from insurance maintained under Section 8.02 (i) and (iii) covering costs of casualty and construction risks ("Casualty Insurance Proceeds") and any other funds so collected shall, subject to the rights of any mortgagee as provided for in Section 9.03(f), be used and expended by the Developer for the purpose of fully repairing, restoring or reconstructing Charles Street Extension to its condition immediately prior to such damage or destruction, to the extent that such Casualty Insurance Proceeds shall permit. In the event of repair, restoration or reconstruction, such proceeds may be dispensed by the escrow agent on a progress basis and subject to reasonable retainage.

(f) [Intentionally Deleted]

(g) In the event of a casualty, and if the Developer determines in its reasonable judgment that the Casualty Insurance Proceeds are insufficient to cover the cost of repairing, restoring or reconstructing Charles Street Extension, then Developer shall, within three (3) months of the date of such casualty, deliver written notice to the City of its intention either to repair, restore or reconstruct Charles Street Extension or not to make such repair, restoration or reconstruction, as provided in Section 8.03(i). If Developer fails to deliver such notice, then Developer shall be deemed to have elected not to repair, restore or reconstruct Charles Street Extension.

(h) If Developer delivers such notice to the City of its intention to effect the repair, restoration or reconstruction of the Private Improvements, then Developer shall be granted a period of up to twelve (12) months from the date of the casualty to consult with the City concerning any required design review, zoning, permit or other matters relating to such repair, restoration or reconstruction and to arrange for financing thereof.

Within six (6) months of obtaining a binding commitment from an institutional lender for the financing of such repair, restoration or reconstruction, Developer shall commence repair, restoration or reconstruction. Developer shall diligently prosecute such work to completion, and, in any event, complete such repair, restoration or reconstruction within two (2) years of the start thereof.

Developer agrees that all repair, restoration or reconstruction shall be subject to the review provisions of Section 3.07 of this Agreement.

In the event that Developer notifies the City of its intention to proceed with repair, restoration or reconstruction of Charles Street Extension but cannot, after a good faith effort, obtain the City's agreement with respect to changes in the approved plans or the necessary financing within the time limits specified in this Section 8.02(h), Developer shall be deemed to have elected not to reconstruct and distribution of Casualty Insurance Proceeds shall be made in accordance with Section 8.03(i).

(i) If Developer determines, after consultation with the City in accordance with the requirements of Section 8.03(g), that the Casualty Insurance Proceeds are insufficient to cover the costs of repairing, restoring or reconstructing Charles Street Extension and notifies the City of its election not to make such repair, restoration or reconstruction of Charles Street Extension, the following action shall be taken:

- (1) Casualty Insurance Proceeds shall be distributed by the escrow agent or the Developer, as the case may be, to the City;

- (2) Developer shall deliver to the City any and all rights of possession, control and ownership Developer may have in and to any and all plans, specifications, renderings, engineering data, soil reports and other technical documents or materials related to the design and construction of Charles Street Extension; and
- (3) The City shall either (i) proceed promptly to repair, restore or reconstruct Charles Street Extension; or (ii) terminate the Developer's obligations for and with respect to the maintenance, insurance and repair of Charles Street Extension pursuant to this Agreement, in which event Developer shall thereafter be relieved of any obligation to maintain, insure or repair Charles Street Extension pursuant to Section 2.03(d) hereof.

8.04. Non Cancellation Clause. All insurance policies shall provide that any cancellation, change or termination thereof shall not be effective with respect to the City until after at least ten (10) days' prior notice has been given to the City to the effect that such insurance policies are to be cancelled, changed, or terminated at a particular time.

ARTICLE IX

MORTGAGES

9.01. Mortgage of the Premises by the Developer. Notwithstanding any other provisions of this Agreement, the Developer shall at all times have the right to encumber, pledge, or convey its rights, title and interest in and to the Premises, or any portion or portions thereof, and stockholders of the Developer shall have at all times the right to encumber their stock, by way of bona fide mortgage to secure the payment of any loan or loans obtained by the Developer to finance the acquisition, development, construction, furnishings, repair or reconstruction of any of the Private Improvements, or to refinance any outstanding loan or loans theretofor obtained by the Developer for any such development, construction, furnishing, repair or reconstruction purpose; provided however, that the Developer or its stockholders, as the case may be, shall give the prior written notice to the City of its or their intent to exercise such rights hereunder.

9.02. Absence of Obligation to Construct. The holder of any such mortgage (including a holder who obtains title to the Premises or portion thereof by foreclosure or action in lieu thereof, but not including a party who obtains title through such holder, or any purchaser at a foreclosure sale other than the holder) shall not be obligated by this Agreement to construct or complete the Public Improvements or to guarantee such construction or completion, but shall have the options described in Section 9.04.

9.03. Absence of Personal Liability. In no event shall any Mortgagee be personally liable for breaches of this Agreement prior to the time it acquires title or takes possession of the Premises or after it shall convey title or possession, provided that development, ownership and operation of the Premises shall be subject to compliance with this Agreement and shall require corrections of any such breaches within the time period allowed (or as extended hereunder).

9.04. Rights of Any Mortgagee After Default by Developer.

(a) Simultaneously with delivery by the City of any Default Notice to the Developer pursuant to Section 7.01, the City shall deliver a copy of said Default Notice to any Mortgagee affected by such Default Notice.

(b) Commencing on the date of such Default Notice and subject to subsection (e) of this section, said Mortgagee shall have a period of ninety (90) days to take the actions and to make the elections provided under this Section 9.04 (the "Mortgagee's Grace Period").

(c) The first thirty (30) day period of the Mortgagee's Grace Period is identical with the thirty (30) days period provided to the Developer as additional time to cure its default under Section 7.02(b). During said thirty (30) day period, the Mortgagee may assist the Developer in curing the default which occasioned the Default Notice, may cure or commence the curing of such default on its own account, or may take such other actions with respect to the default as it may be entitled to under its agreements with the Developer or otherwise pursuant to law. In the event the default is cured by the Mortgagee, by the Developer or in any other manner within said thirty (30) day period, the City shall promptly give notice of said cure to the Mortgagee and the Developer, and the Default Notice to the Developer shall be of no further force and effect.

(d) During the Mortgagee's Grace Period, the Mortgagee shall advise and consult with the City from time to time, as may be reasonably requested by the City, of the status of the Mortgagee's election to cure or to foreclose or otherwise take steps to acquire title to the Premises.

(e) If the default can be cured by the payment of money, the Mortgagee may cure said default by said payment not later than the sixtieth (60th) day of the Mortgagee's Grace Period. In the case of a default which cannot be cured by the payment of money, the Mortgagee shall have the remainder of the Mortgagee's Grace Period to elect to cure such default. In the event such election is made during the Mortgagee's Grace Period, the Mortgagee shall give written notice thereof and shall commence promptly thereafter the cure of such default and diligently effect its completion. If Mortgagee cures, or has elected to cure within the Mortgagee's Grace Period and is proceeding diligently to effect completion of such cure to the satisfaction of the City, then, with the prior written approval of the City, the Developer may be reinstated under this Agreement and reassume all of its former rights hereunder.

(f) Mortgagee may at any time during the Mortgagee's Grace Period and for the full 90 days of such Period give notice to the City of its intention to initiate a foreclosure action or to otherwise take steps to acquire title to the Premises.

(g) If actions or elections are pending which Mortgagee is allowed during the Mortgagee Grace Period by the terms of this Section 9.04, the City shall forbear from exercising any of its rights under this Agreement. It is understood that Mortgagee is not obligated to undertake to cure or give notice of election to cure, or elect to foreclose or otherwise take steps to acquire title to the Premises.

(h) Mortgagee may at all times exercise its rights under Section 9.05 of this Agreement.

9.05. Rights and Duties of Mortgagee upon Acquisition Prior to Completion.

(a) If a Mortgagee, through the operation of its contract to finance the Private Improvements or by foreclosure, acquires fee simple title to the Premises or becomes a mortgagee in possession of the Premises prior to the completion of the Public Improvements, the Mortgagee shall, at its option either:

- (1) complete construction of the Public Improvements in accordance with the approved Working Drawings and Specifications, and this Agreement and in all respects comply with the provisions of this Agreement; or
- (2) sell, assign or transfer (i) fee simple title to (i) the Premises except Parcel 1, Parcel 3, and Parcel 6 and (ii) the easement rights in Parcel 1, Parcel 3, and Parcel 6 to a purchaser, assignee or transferee who shall expressly assume all of the covenants, agreements and obligations of the Developer under this Agreement in respect to the Public Improvements by written instrument satisfactory to the City and recorded forthwith in the Middlesex County Registry of Deeds.

9.06. Extension of Time to Perform. In the event that a Mortgagee elects to complete construction pursuant to (a)(1) above, or sells, assigns, or transfers pursuant to (a)(2) above, the City shall extend the time limits set forth in Section 2.03 herein as shall be reasonably necessary to complete construction of the Public Improvements, and upon such completion, the Mortgagee or purchaser, as the case may be, shall be entitled to a Certificate of Completion pursuant to Section 3.08 hereof.

ARTICLE X

MISCELLANEOUS

10.01. Governing Law. This Agreement is being executed and delivered in The Commonwealth of Massachusetts and shall be governed by and construed and interpreted in accordance with the laws thereof.

10.02. Captions and Headings. The captions and headings throughout this Agreement are for convenience and reference only, and they shall in no way be held or deemed to define, modify or add to the meaning, scope or intent of any provision of this Agreement.

10.03. Consents and Approvals. Except as herein otherwise provided, whenever in this Agreement the consent or approval of any party is required, such consent or approval shall not be unreasonably withheld, delayed or qualified and shall be in writing, signed by an officer or agent, thereunto duly authorized, of the party granting such consent of giving such approval.

10.04. No Waiver. No assent, express or implied, by either party to any breach of or default in any term, covenant or condition herein contained on the part of the other to be performed or observed shall constitute a waiver of or assent to any succeeding breach of or default in the same or any other term, covenant or condition hereof.

10.05. Notices. All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms hereof, shall be in writing, and shall be deemed to have been properly given upon receipt if delivered by hand or sent by registered or certified United States mail, postage prepaid, return receipt requested, and

1. if directed to the City addressed to:

City Manager
c/o Community Development Department
City Hall Annex
57 Inman Street
Cambridge, Massachusetts 02139

with a copy to:

John F. Bok, Esquire
Csaplar & Bok
One Winthrop Square
Boston, Massachusetts 02110

and

City Solicitor
City Hall
975 Massachusetts Ave.
Cambridge, Massachusetts 02139

2. if directed to Developer addressed to:

Stephen R. Karp
c/o New England Development
One Wells Avenue
Newton, Massachusetts 02159

with a copy to:

Steven S. Fischman, Esquire or
Thomas P. Bloch, Esquire
Goulston & Storrs
400 Atlantic Avenue
Boston, Massachusetts 02210

or such other address as may from time to time be specified in writing by any party hereto. Unless otherwise specified in writing, each party shall direct all sums payable to the other party to said party's address for notice purposes.

10.06. Force Majeure. In the event that either party shall be unable timely to perform its obligations hereunder due to fire, earthquake, flood, explosion, casualty, strike, unavoidable accident, riot, insurrection, civil disturbance, act of public enemy, embargo, war, act of God, or any other cause beyond its control, the time for such performance shall be extended for a period equal to the length of the delay caused thereby; provided, however, that any party hereto intending to avail itself of the provisions of this Section 10.06 shall give notice of such intent to the other party not more than ninety (90) days from the date of occurrence of any such cause or within such longer time as may be fair and reasonable under the then existing circumstances.

10.07. Invalidity of Provisions. In the event that any one or more of the phrases, sentences, clauses or paragraphs contained in this Agreement shall be declared invalid by the final and unappealable order, decree or judgment of any court, this Agreement shall be construed as if it did not contain such phrases, sentences, clauses or paragraphs.

10.08. Rights of Others. Nothing in this agreement, express or implied, is intended to confer upon any person other than the parties hereto and their authorized successors and assigns, any rights or remedies under or by reason of this Agreement, but it is agreed that the provisions hereof shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns.

10.09. Survival of Obligations. All of the obligations, representations, warranties and covenants made in this Agreement shall be deemed to have been relied upon by the party to which it was made and to be material and shall survive the execution and performance of any agreements related hereto to the extent that they are by their terms, or by a reasonable interpretation of the context, to be performed or observed or relied upon after the execution or performance of any such agreements.

10.10. Time of Essence. Time is of the essence of this Agreement, and the parties hereto shall diligently, promptly and punctually perform the obligations required to be performed by each of them and shall diligently, promptly and punctually attempt to fulfill the conditions applicable to each of them.

10.11. Supplemental Documents. Recognizing that the implementation of the provisions hereof with respect to various actions of the parties hereto may require the execution of supplemental documents the precise nature of which cannot now be anticipated, each of the parties agrees to assent to, execute and deliver such other and further documents as may be reasonably required by other parties hereto (or by any Mortgagee) so long as such other and further documents are consistent with the terms and provisions hereof, shall not impose additional obligations on any party, shall not deprive any party of the privilege herein granted to it and shall be in furtherance of the intent and purposes of this Agreement. To the extent any provisions of this Agreement hereafter executed pursuant to this Agreement are inconsistent with the provisions of this Agreement, the terms of such agreement shall govern, but such agreements shall be interpreted if possible to implement the spirit of this Agreement, and shall not be used to frustrate the purposes set forth herein.

10.12. Due Diligence and Good Faith. Both parties agree to pursue in good faith and with due diligence the purposes set forth and all facts in furtherance thereof, specifically including all acts required of either party by the terms hereof.

10.13. Exhibits. The parties hereto acknowledge and agree that all of the Exhibits hereto are presently in form and substance acceptable to them.

10.14. Amendments. Any amendments to this Agreement shall be in writing and shall be signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the day and year first above written.

CITY OF CAMBRIDGE

By: _____
Robert W. Healy,
City Manager

RIVERSIDE GALLERIA ASSOCIATES
TRUST

By: _____
Stephen R. Karp, as
Trustee

APPROVED AS TO FORM:

Russell Higley, City Solicitor

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

June __, 1987

Then personally appeared the above-named Robert W. Healy, City Manager of the City of Cambridge, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of the City of Cambridge, before me

Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

June __, 1987

Then personally appeared the above-named Stephen R. Karp, Trustee of Riverside Galleria Associates Trust, and acknowledged the foregoing instrument to be his free act and deed, as said Trustee, before me

Notary Public
My commission expires:

SCHEDULE A

QUITCLAIM DEED - PARCEL 2A

Stephen R. Karp, as Trustee of Riverside Galleria Associates Trust u/d/t dated as of April 1, 1985, and recorded with the Middlesex South District Registry of Deeds in Book 16089, Page 56, having a mailing address c/o New England Development, One Wells Avenue, Newton, Massachusetts 02159 (which Trust, together with its successors and assigns, are hereinafter referred to as the "Grantor") hereby GRANTS, with quitclaim covenants, to the City of Cambridge, a municipal corporation located in the County of Middlesex, the Commonwealth of Massachusetts (together with its successors and assigns, the "Grantee") for One Dollar (\$1.00) paid and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Grantor, the land in the City of Cambridge, Middlesex County, Massachusetts, more fully described in Exhibit "A" attached hereto and hereby made a part hereof for use as a public way. Reference is made to that certain Development Agreement by and between the Grantor and Grantee recorded with the Middlesex South District Registry of Deeds in Book _____, Page _____ and filed with the Middlesex South Registry District of the Land Court as Document No. _____ relative to the obligations of the Grantor to complete construction of so-called Charles Street Extension in part over the premises conveyed hereby. This conveyance shall be effective upon completion of the construction of said Charles Street Extension in accordance with the aforementioned Development Agreement by, or for the account of, Grantor and dedication by Grantee of the premises conveyed hereunder as a public way.

The Grantor hereby releases and waives any and all rights, easements and privileges it has or may have in the premises conveyed hereby and in any land owned by the Grantee that abuts the premises conveyed hereby pursuant to that certain Instrument filed with the Middlesex South Registry District of the Land Court as Document No. 47812, and the Grantee hereby releases any and all rights, easements and privileges it has or may have in the remaining land owned by the Grantor that abuts the premises conveyed hereby pursuant to that certain Instrument filed with the Land Court as Document No. 47812.

This conveyance and reservation of easement is made subject to all agreements, restrictions and encumbrances of record insofar as now in force and applicable.

IN WITNESS WHEREOF, the parties hereto have executed this Deed
this _____ day of _____, 198_.

RIVERSIDE GALLERIA ASSOCIATES TRUST

By: _____
Stephen R. Karp, as Trustee
and not individually

[Grantor]

Approved as to form:

CITY OF CAMBRIDGE

Russell B. Higley,
City Solicitor

By: _____
Its

[Grantee]

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

_____, 198_

Then personally appeared the above-named _____,
known to me to be the _____ of the City of
Cambridge, and acknowledged the foregoing instrument to be ___ free act
and deed and the free act and deed of said City of Cambridge, before me.

Notary Public

My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

_____, 198_

Then personally appeared the above-named Stephen R. Karp, Trustee of
Riverside Galleria Associates Trust, and acknowledged the foregoing
instrument to be his free act and deed as Trustee, before me.

Notary Public

My Commission Expires: _____

SCHEDULE B

QUITCLAIM DEED - PARCEL 2B

Stephen R. Karp, as Trustee of Riverside Galleria Associates Trust u/d/t dated as of April 1, 1985, and recorded with the Middlesex South District Registry of Deeds in Book 16089, Page 56, having a mailing address c/o New England Development, One Wells Avenue, Newton, Massachusetts 02159 (which Trust, together with its successors and assigns, are hereinafter referred to as the "Grantor") for One Dollar (\$1.00) paid and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Grantor, hereby GRANTS, with Quitclaim covenants, to the City of Cambridge, a municipal corporation located in the County of Middlesex, the Commonwealth of Massachusetts (together with its successors and assigns, the "Grantee") the land in the City of Cambridge, Middlesex County, Massachusetts, more fully described in Exhibit "A" attached hereto and hereby made a part hereof (the "Conveyed Parcel").

Excepting and reserving unto the Grantor, its successors and assigns, the perpetual right and easement to install, construct, reconstruct, repair, replace, add to, remove, maintain and operate for the transmission of water, sewerage, natural gas, telecommunications, steam and high and low voltage electric current, an "Underground Utility Distribution System" (hereinafter referred to as "Underground System") in the area (the "Easement Area"), more fully described in Exhibit "B" attached hereto and made a part hereof, which Easement Area forms a portion of the Conveyed Parcel. The rights and easements granted hereunder shall be for the benefit of and as appurtenant to the land of the Grantor ("Grantor's Land") situated in the City of Cambridge, Middlesex County, Massachusetts, and more fully described in Exhibit "C" attached hereto and made a part hereof. The "Underground System" consists of lines of buried wires and cables and lines of wires and cables installed in underground conduits, together with all equipment and appurtenances thereto for the furnishing of the aforementioned utility services to the Grantor's Land, all located within the Easement Area on the Conveyed Parcel.

Also excepting and reserving the further perpetual right and easement from time to time to pass and repass over, across and upon said Conveyed Parcel, as is reasonable and necessary in locations reasonably determined by Grantee and communicated to the Grantor in writing from time to time in order to renew, replace, repair, remove, add to, maintain, operate, patrol and otherwise change the "Underground System" and each and every part thereof, but not the location thereof beyond the Easement Area, and to make such excavation or excavations as may be reasonably necessary to perform the foregoing. However, the Grantor further covenants and agrees that after any excavation or excavations made by it as permitted by this easement, it shall properly and promptly backfill the excavation or

excavations and reasonably restore the surface of the land to substantially the same condition as the surface was in immediately prior to the excavation or excavations thereof.

Notwithstanding anything to the contrary contained herein, the rights and easements herein reserved are reserved subject to the following:

1. All installations made by the Grantor shall be entirely below the surface of the ground.

2. With the exception of the conduits, wires and cables of the Grantor which form a part of the "Underground System", the rights and easements reserved hereby are non-exclusive and shall be exercisable in common with others entitled thereto from time to time; and the Grantee is expressly granted the right to use, or to grant to others the right to use, the surface and subsurface of, and air space above, the areas subject to the rights and easements herein reserved, provided only that such use shall not materially and adversely jeopardize the exercise by the Grantor of the rights and easements herein reserved; however, if interference with the Grantor's rights and easements is caused by the addition of other easement holders then the responsibility and cost for eliminating the interference shall be borne by the additional and/or other easement holders who have acquired their easement rights after the date hereof. Without limiting the generality of the foregoing, it is specifically understood and agreed that utility lines, storm sewers, sanitary sewers, gas service, power service, parking areas, curbing, pedestrian walkways, driveways, landscaped areas, lighting feeders, water service, catch basins, manholes, clean-outs, lightpole bases, retaining walls and the like may be installed, operated, maintained, repaired and removed by Grantee on, under or from the areas subject to the easements and rights herein reserved.

3. All work performed by the Grantor shall be performed with a minimum of interference with the Grantee's use of the land that is subject to the rights and easements herein reserved. The exercise by the Grantor of the rights and easements herein reserved shall be at the sole risk of the Grantor, and the Grantee shall have no responsibility or liability except for its own negligence and that of third parties claiming under Grantee. The Grantor agrees to exonerate, indemnify and hold the Grantee and all persons claiming by, through or under the Grantee, respectively, harmless of and from any act or neglect of the Grantor in connection with the exercise by the Grantor of the rights or obligations herein reserved.

It is agreed that the "Underground System" shall remain the property of the Grantor and that the Grantor shall pay all taxes assessed thereon.

Also excepting and reserving a perpetual right and easement for light and air within the portion of the Conveyed Parcel, more fully described in Exhibit "D" attached hereto and hereby made a part hereof.

Reference is made to that certain Development Agreement by and between the Grantor and the Grantee, recorded with the Middlesex South District Registry of Deeds in Book _____, Page _____, and filed with the Middlesex South Registry District of the Land Court as Document No. _____ relative to the obligations of the Grantor to construct so-called Charles Park in part over the premises conveyed hereby. This conveyance shall be effective upon completion of the construction of said Charles Park in accordance with the aforementioned Development Agreement by, or for the account of, Grantor.

This conveyance and reservation of easement is made subject to all agreements, restrictions and encumbrances of record insofar as now in force and applicable.

This conveyance and reservation of easement may not be released, discharged, abandoned, changed, amended or modified except by an instrument in writing executed by the parties hereto filed with said Registry of Deeds.

IN WITNESS WHEREOF, the parties hereto have executed this Deed this _____ day of _____, 198_.

RIVERSIDE GALLERIA ASSOCIATES TRUST

By: _____
Stephen R. Karp, as Trustee
and not individually

[Grantor]

Approved as to form:

CITY OF CAMBRIDGE

Russell B. Higley,
City Solicitor

By: _____
Its

[Grantee]

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

_____, 198_

Then personally appeared the above-named _____,
known to me to be the _____ of the City of
Cambridge, and acknowledged the foregoing instrument to be ___ free act
and deed and the free act and deed of said City of Cambridge, before me.

Notary Public

My Commission Expires:_____

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

_____, 198_

Then personally appeared the above-named Stephen R. Karp, Trustee of
Riverside Galleria Associates Trust, and acknowledged the foregoing
instrument to be his free act and deed as Trustee, before me.

Notary Public

My Commission Expires:_____

SCHEDULE C

GRANT OF EASEMENT - PARCEL 4

Stephen R. Karp, as Trustee of Riverside Galleria Associates Trust u/d/t dated as of April 1, 1985, and recorded with the Middlesex South District Registry of Deeds in Book 16089, Page 56, having a mailing address c/o New England Development, One Wells Avenue, Newton, Massachusetts 02159 (which Trust, together with its successors and assigns, are hereinafter referred to as the "Grantor"), for One Dollar (\$1.00) paid and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Grantor, hereby GRANTS, with Quitclaim covenants, forever and in perpetuity, to the City of Cambridge, a municipal corporation located in the County of Middlesex, Commonwealth of Massachusetts (together with its successors and assigns, the "Grantee") a right and easement (the "Easement") over the area (the "Easement Area") owned by the Grantor in the City of Cambridge, Middlesex County, Massachusetts, more fully described in Exhibit A attached hereto and hereby incorporated herein, for the construction, maintenance, operation and use as a park and all other customary uses and purposes attendant to such right.

The Grantor expressly reserves and retains the right to use, or to grant to others the right to use, the subsurface of, and air space above, the areas subject to the rights and easements herein granted, provided only that such use shall not materially and adversely jeopardize the exercise by the Grantee of the rights and easements herein granted.

Reference is made to that certain Development Agreement by and between the Grantor and the Grantee, recorded with the Middlesex South District Registry of Deeds in Book _____, Page _____, and filed with the Middlesex South Registry District of the Land Court as Document No. _____ relative to the obligations of the Grantor to construct so-called Charles Park in part over the Easement Area. This conveyance shall be effective upon completion of the construction of said Charles Park in accordance with the aforementioned Development Agreement by, or for the account of, Grantor.

This conveyance is made subject to all agreements, restrictions and encumbrances of record insofar as now in force and applicable.

This Easement may not be released, discharged, abandoned, terminated, changed, amended, or modified except as hereinbefore provided or by an instrument in writing executed by the parties hereto and filed with said Registry of Deeds.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement
this _____ day of _____, 198_.

RIVERSIDE GALLERIA ASSOCIATES TRUST

By: _____
Stephen R. Karp, as Trustee
and not individually

Approved as to form:

CITY OF CAMBRIDGE

Russell B. Higley,
City Solicitor

By: _____
Title: _____

BancBoston Real Estate Capital Corporation, holder of a mortgage,
filed as Document No. 678870 with the Middlesex South Registry District
of the Land Court, as amended by an instrument filed as Document
No. 732982 (the "Mortgage") encumbering the Easement Area, hereby
consents to the grant of the above Easement and agrees to recognize the
rights of the Grantee in the event of foreclosure of the Mortgage or its
acceptance of a deed in lieu of foreclosure of the Mortgage.

BANCOSTON REAL ESTATE CAPITAL
CORPORATION

By: _____

Its: _____

COMMONWEALTH OF MASSACHUSETTS

_____, ss. _____, 198_

Then personally appeared the above-named Stephen R. Karp, Trustee of
Riverside Galleria Associates Trust, and acknowledged the foregoing
instrument to be his free act and deed as Trustee, before me.

Notary Public
My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

_____, 198_

Then personally appeared the above-named _____,
known to me to be the _____ of the City of Cambridge,
and acknowledged the foregoing instrument to be _____ free act and
deed and the free act and deed of said City of Cambridge, before me.

Notary Public

My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

_____, 198_

Then personally appeared the above-named _____,
known to me to be the _____ of BancBoston Real Estate
Capital Corporation, and acknowledged the foregoing instrument to
be _____ free act and deed and the free act and deed of said
BancBoston Financial Corportion, before me.

Notary Public

My Commission Expires: _____

SCHEDULE D

GRANT OF EASEMENT - PARCEL 5

Stephen R. Karp, as Trustee of Riverside Galleria Associates Trust u/d/t dated as of April 1, 1985, and recorded with the Middlesex South District Registry of Deeds in Book 16089, Page 56, having a mailing address c/o New England Development, One Wells Avenue, Newton, Massachusetts 02159 (which Trust, together with its successors and assigns, are hereinafter referred to as the "Grantor"), for One Dollar (\$1.00) paid and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Grantor, hereby GRANTS, with Quitclaim covenants, forever and in perpetuity to the City of Cambridge, a municipal corporation located in the County of Middlesex, Commonwealth of Massachusetts (together with its successors and assigns, the "Grantee") a right and easement (the "Easement") over the area (the "Easement Area") owned by the Grantor in the City of Cambridge, Middlesex County, Massachusetts, more fully described in Exhibit A attached hereto and hereby incorporated herein, for access and passage for vehicular and pedestrian traffic and for all other customary uses and purposes attendant to such right of access and passage, all as if the Easement Area were a public way in the City of Cambridge.

The Grantor expressly reserves and retains the right to use, or to grant to others the right to use, the subsurface of, and air space above, the areas subject to the rights and easements herein granted, provided only that such use shall not materially and adversely jeopardize the exercise by the Grantee of the rights and easements herein granted.

Reference is made to that certain Development Agreement by and between the Grantor and the Grantee recorded with the Middlesex South District Registry of Deeds in Book _____, Page _____, and filed with the Middlesex South Registry District of the Land Court as Document No. _____ relative to the obligations of the Grantor to complete construction of so-called Charles Street Extension in part over the Easement Area. This conveyance shall be effective upon completion of the construction of said Charles Street Extension in accordance with the aforementioned Development Agreement by, or for the account of, Grantor.

This conveyance is made subject to all agreements, restrictions and encumbrances of record insofar as now in force and applicable.

This Easement may not be released, discharged, abandoned, changed, amended, terminated or modified except by an instrument in writing executed by the parties hereto and filed with said Registry of Deeds.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement
this _____ day of _____, 198_.

RIVERSIDE GALLERIA ASSOCIATES TRUST

By: _____
Stephen R. Karp, as Trustee
and not individually

Approved as to form:

CITY OF CAMBRIDGE

Russell B. Higley,
City Solicitor

By: _____
Title: _____

BancBoston Real Estate Capital Corporation, holder of a mortgage,
filed as Document No. 678870 with the Middlesex South Registry District
of the Land Court, as amended by an instrument filed as Document
No. 732982 (the "Mortgage") encumbering the Easement Area, hereby
consents to the grant of the above Easement and agrees to recognize the
rights of the Grantee in the event of foreclosure of the Mortgage or its
acceptance of a deed in lieu of foreclosure of the Mortgage.

BANCOSTON REAL ESTATE CAPITAL
CORPORATION

By: _____

Its: _____

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

_____, 198_

Then personally appeared the above-named Stephen R. Karp, Trustee of
Riverside Galleria Associates Trust, and acknowledged the foregoing
instrument to be his free act and deed as Trustee, before me.

Notary Public
My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

_____, 198_

Then personally appeared the above-named _____,
known to me to be the _____ of the City of Cambridge,
and acknowledged the foregoing instrument to be _____ free act and
deed and the free act and deed of said City of Cambridge, before me.

Notary Public

My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

_____, 198_

Then personally appeared the above-named _____,
known to me to be the _____ of BancBoston Real Estate
Capital Corporation, and acknowledged the foregoing instrument to
be _____ free act and deed and the free act and deed of said
BancBoston Financial Corportion, before me.

Notary Public

My Commission Expires: _____

SCHEDULE E

GRANT OF EASEMENT - PARCEL 1

The City of Cambridge, a municipal corporation located in the County of Middlesex, the Commonwealth of Massachusetts (together with its successors and assigns, the "Grantor"), for One Hundred Dollars (\$100.00) paid and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, hereby GRANTS forever and in perpetuity with quitclaim covenants to Stephen R. Karp, Stephen C. Plumeri and William H. McCabe, Jr. as Trustees of Riverside Galleria Associates Trust u/d/t dated as of April 1, 1985, and recorded with the Middlesex South District Registry of Deeds in Book 16089, Page 56, having a mailing address c/o New England Development, One Wells Avenue, Newton, Massachusetts 02159 (which Trust, together with its successors and assigns, are hereinafter referred to as the "Grantee") a permanent and exclusive right and easement (the "Easement"), over, under, upon, through, across, along and in the area (the "Easement Area") owned by Grantor in the City of Cambridge, Middlesex County, Massachusetts, more fully described in Exhibit A attached hereto and made a part hereof.

The Easement shall be for the benefit of and as appurtenant to the land of Grantee ("Grantee's Land") more fully described in Exhibit B attached hereto and made a part hereof.

The Easement shall be for constructing, maintaining, operating and using buildings, structures and other improvements of any nature whatsoever and, from time to time, for repairing, renewing, replacing, adding to, removing and otherwise changing all of the foregoing and each and every part thereof.

It is agreed that all of the improvements shall remain the property of the Grantee, its successors and assigns, and that the Grantee, its successors and assigns, shall pay all taxes thereon.

The rights and easements granted hereby are exclusive and shall be exercisable only to the Grantee, the Grantee's successors and assigns, and those claiming by, through or under the Grantee (including, without limitation, occupants, tenants, invitees, employees and customers). Without limitation, the Grantee shall have the right to assign from time to time, all or a portion of such rights and easements, to any owners, occupants or tenants from time to time of the Grantee's Land or portions thereof.

By acceptance hereof, the Grantee agrees to exonerate, indemnify and hold the Grantor and all persons claiming by, through or under the Grantor, respectively, harmless of and from any act or neglect of the Grantee and all persons claiming by, through or under the Grantee.

This Permanent Easement may not be released, discharged, abandoned, terminated, changed, amended or modified except by an instrument in writing executed by the parties hereto and filed with said Registry of Deeds.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement
this ____ day of _____, 1987.

Approved as to form:

CITY OF CAMBRIDGE

Russell B. Higley,
City Solicitor

By: _____
Its

RIVERSIDE GALLERIA ASSOCIATES TRUST

By: _____
Stephen R. Karp, as Trustee
and not individually

By: _____
Stephen C. Plumeri, as Trustee
and not individually

By: _____
William H. McCabe, Jr., as
Trustee and not individually

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

_____, 1987

Then personally appeared the above-named _____,
known to me to be the _____ of the City of Cambridge, and
acknowledged the foregoing instrument to be ___ free act and deed and the
free act and deed of said City of Cambridge, before me.

Notary Public
My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

_____, 1987

Then personally appeared the above-named Stephen R. Karp, Trustee of Riverside Galleria Associates Trust, and acknowledged the foregoing instrument to be his free act and deed as Trustee, before me.

Notary Public

My Commission Expires:_____

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

_____, 1987

Then personally appeared the above-named Stephen C. Plumeri, Trustee of Riverside Galleria Associates Trust, and acknowledged the foregoing instrument to be his free act and deed as Trustee, before me.

Notary Public

My Commission Expires:_____

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

_____, 1987

Then personally appeared the above-named William H. McCabe, Jr., Trustee of Riverside Galleria Associates Trust, and acknowledged the foregoing instrument to be his free act and deed as Trustee, before me.

Notary Public

My Commission Expires:_____

SCHEDULE F

GRANT OF EASEMENT - PARCEL 3

The City of Cambridge, a municipal corporation located in the County of Middlesex, the Commonwealth of Massachusetts (together with its successors and assigns, the "Grantor"), for One Dollar (\$1.00) paid and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, hereby GRANTS, with Quitclaim covenants, forever and in perpetuity, to Stephen R. Karp, as Trustee of Riverside Galleria Associates Trust u/d/t dated as of April 1, 1985, and recorded with the Middlesex South District Registry of Deeds in Book 16089, Page 56, having a mailing address c/o New England Development, One Wells Avenue, Newton, Massachusetts 02159 (which Trust, together with its successors and assigns, are hereinafter referred to as the "Grantee") a right and easement (the "Easement") over the area (the "Easement Area") owned by Grantor in the City of Cambridge, Middlesex County, Massachusetts, more fully described in Exhibit A attached hereto and made a part hereof, for light and air, and agrees that no building or structure shall ever be erected thereon.

This conveyance is made subject to all agreements, restrictions and encumbrances of record insofar as now in force and applicable.

This Easement may not be released, discharged, abandoned, terminated, changed, amended or modified except by an instrument in writing executed by the parties hereto and filed with said Registry of Deeds.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this ____ day of _____, 198__.

Approved as to form:

CITY OF CAMBRIDGE

Russell B. Higley,
City Solicitor

By: _____

Its

RIVERSIDE GALLERIA ASSOCIATES TRUST

By: _____
Stephen R. Karp, as Trustee
and not individually

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss. _____, 198_

Then personally appeared the above-named _____,
known to me to be the _____ of the City of Cambridge, and
acknowledged the foregoing instrument to be ___ free act and deed and the
free act and deed of said City of Cambridge, before me.

Notary Public
My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS

_____, ss. _____, 198_

Then personally appeared the above-named Stephen R. Karp, Trustee of
Riverside Galleria Associates Trust, and acknowledged the foregoing
instrument to be his free act and deed as Trustee, before me.

Notary Public
My Commission Expires: _____

SCHEDULE G

GRANT OF EASEMENT - PARCEL 6

The City of Cambridge, a municipal corporation located in the County of Middlesex, Commonwealth of Massachusetts (together with its successors and assigns, the "Grantor"), for consideration paid of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, GRANTS to Stephen R. Karp, Stephen C. Plumeri and William H. McCabe, Jr., as Trustees of Riverside Galleria Associates Trust u/d/t dated as of April 1, 1985, and recorded with the Middlesex South District Registry of Deeds in Book 16089, Page 56, having a mailing address c/o New England Development, One Wells Avenue, Newton, Massachusetts 02159 (hereinafter referred to as the Grantee, which term shall include its successors and assigns), with Quitclaim Covenants, the perpetual right and easement to install, construct, reconstruct, repair, replace, add to, remove, maintain and operate for the transmission of water, sewerage, natural gas, telecommunications, steam and high and low voltage electric current, an "Underground Utility Distribution System" (hereinafter referred to as "Underground System") in the area (the "Easement Area") owned by Grantor in the City of Cambridge, Middlesex County, Massachusetts, more fully described in Exhibit "A" attached hereto and made a part hereof, which Easement Area forms a portion of that certain parcel of land owned by Grantor ("Grantor's Land"), more fully described in Exhibit "B" attached hereto and made a part hereof. The rights and easements granted hereunder shall be for the benefit of and as appurtenant to the land of Grantee ("Grantee's Land") situated in the City of Cambridge, Middlesex County, Massachusetts, and more fully described in Exhibit "C" attached hereto and made a part hereof. The "Underground System" consists of lines of buried wires and cables and lines of wires and cables installed in underground conduits, together with all equipment and appurtenances thereto for the furnishing of the aforementioned utility services to the Grantee's Land, all located within the Easement Area on the Grantor's Land.

Also, with the further perpetual right and easement from time to time to pass and repass over, across and upon said Grantor's Land, as is reasonable and necessary in locations reasonably determined by Grantor and communicated to the Grantee in writing from time to time in order to renew, replace, repair, remove, add to, maintain, operate, patrol and otherwise change the "Underground System" and each and every part thereof, but not the location thereof beyond the Easement Area, and to make such excavation or excavations as may be reasonably necessary to perform the foregoing. However, the Grantee further covenants and agrees that after any excavation or excavations made by it as permitted by this easement, it shall properly and promptly backfill the excavation or excavations and reasonably restore the surface of the land to substantially the same condition as the surface was in immediately prior to the excavation or excavations thereof.

Notwithstanding anything to the contrary contained herein, the rights and easements herein granted are granted subject to the following:

1. All installations made by the Grantee shall be entirely below the surface of the ground.

2. With the exception of the conduits, wires and cables of the Grantee which form a part of the "Underground System", the rights and easements granted hereby are non-exclusive and shall be exercisable in common with others entitled thereto from time to time; and the Grantor expressly reserves and retains the right to use, or to grant to others the right to use, the surface and subsurface of, and air space above, the areas subject to the rights and easements herein granted, provided only that such use shall not materially and adversely jeopardize the exercise by the Grantee of the rights and easements herein granted; however, if interference with the Grantee's rights and easements is caused by the addition of other easement holders then the responsibility and cost for eliminating the interference shall be borne by the additional and/or other easement holders who have acquired their easement rights after the date hereof. Without limiting the generality of the foregoing, it is specifically understood and agreed that utility lines, storm sewers, sanitary sewers, gas service, power service, parking areas, curbing, pedestrian walkways, driveways, landscaped areas, lighting feeders, water service, catch basins, manholes, clean-outs, lightpole bases, retaining walls and the like may be installed, operated, maintained, repaired and removed by Grantor on, under or from the areas subject to the easements and rights herein granted.

3. All work performed by the Grantee shall be performed with a minimum of interference with the Grantor's use of the land that is subject to the rights and easements herein granted. The exercise by the Grantee of the rights and easements herein granted shall be at the sole risk of the Grantee, and the Grantor shall have no responsibility or liability except for its own negligence and that of third parties claiming under Grantor. The Grantee agrees to exonerate, indemnify and hold the Grantor and all persons claiming by, through or under the Grantor, respectively, harmless of and from any act or neglect of the Grantee in connection with the exercise by the Grantee of the rights or obligations herein granted.

It is agreed that the "Underground System" shall remain the property of the Grantee and that the Grantee shall pay all taxes assessed thereon.

Reference is made to that certain Development Agreement by and between the Grantor and the Grantee, recorded with the Middlesex South District Registry of Deeds in Book _____, Page _____, and filed with the Middlesex South Registry District of the Land Court as Document No. _____ relative to the obligations of the Grantor to construct so-called Charles Park in part over the Easement Area. This conveyance shall be effective upon completion of the construction of said Charles Park in accordance with the aforementioned Development Agreement by, or for the account of, Grantor.

Witness our hands and seals this ____ day of _____, 198_.

Approved as to form:

CITY OF CAMERIDGE

Russell B. Higley,
City Solicitor

By: _____

Its

RIVERSIDE GALLERIA ASSOCIATES TRUST

By: _____

Stephen R. Karp, as Trustee
and not individually

By: _____

Stephen C. Plumeri, as Trustee
and not individually

By: _____

William H. McCabe, Jr., as
Trustee and not individually

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

_____, 198_

Then personally appeared the above-named _____,
known to me to be the _____ of the City of Cambridge, and
acknowledged the foregoing instrument to be ___ free act and deed and the
free act and deed of said City of Cambridge, before me.

Notary Public

My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

_____, 198_

Then personally appeared the above-named Stephen R. Karp, Trustee of
Riverside Galleria Associates Trust, and acknowledged the foregoing
instrument to be his free act and deed as Trustee, before me.

Notary Public

My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

_____, 198_

Then personally appeared the above-named Stephen C. Plumeri, Trustee of Riverside Galleria Associates Trust, and acknowledged the foregoing instrument to be his free act and deed as Trustee, before me.

Notary Public

My Commission Expires:_____

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

_____, 198_

Then personally appeared the above-named William H. McCabe, Jr., Trustee of Riverside Galleria Associates Trust, and acknowledged the foregoing instrument to be his free act and deed as Trustee, before me.

Notary Public

My Commission Expires:_____

Description of Property

PARCEL A

Subparcel 1: That certain parcel of land, with the improvements thereon, situated in Cambridge, Middlesex County, Massachusetts, bounded and described as follows:

Northwesterly by First Street, one hundred and fifty feet;

Northeasterly by land now or formerly of Joseph B. Ford, two hundred and eighty feet;

Southeasterly by lot 2 as shown on plan hereinafter mentioned, one hundred and fifty feet;

Southwesterly by land now or formerly of Francis P. Scully et al, Trustees, two hundred and eighty feet; and

excluding that portion of said parcel which is subject to the fee taking by the Massachusetts Department of Public Works as referenced in that certain Order of Taking dated November 10, 1980, registered with the Middlesex South Registry District of the Land Court on December 1, 1980 as Document No. 604478.

Said parcel, including the portion excluded hereby, is shown as lot 1 on the plan hereinbelow referenced.

All of said boundaries are determined by the Court to be located as shown on a subdivision plan, as approved by the Court, filed in the Land Registration Office, a copy of which is filed in the Registry of Deeds for the South Registry District of Middlesex County in Registration Book 564, Page 178, with Certificate 86928.

The above described land is subject to the reservation set forth in Document 300514.

Subparcel 2: That certain parcel of land, with the improvements thereon, situated in said Cambridge, bounded and described as follows:

Southeasterly by a line parallel to and distant eight hundred feet southeasterly from the southeasterly line of Second Street, one hundred and fifty feet;

Southwesterly by land now or formerly of Francis P. Scully, et al, Trustees, sixty feet;

Northwesterly by lot 1 as shown on plan hereinafter mentioned, one hundred and fifty feet;

DESCRIPTION OF CITY PARCEL

That certain parcel of land with the improvements thereon, situated in Cambridge, Middlesex County, Commonwealth of Massachusetts, bounded and described as follows:

Southeasterly by the northwesterly line of Commercial Avenue, one hundred thirty and 00/100 (130.00) feet;

Southwesterly and southerly by Lot 22 on the plan hereinbelow referenced, being land now or formerly of Charterhouse of Cambridge Trust, forty-seven and 12/100 (47.12) feet and ninety-nine and 70/100 (99.70) feet;

Northwesterly By Lot G⁴ on said plan, being land now or formerly of Riverside Galleria Associates Trust, seventy and 96/100 (70.96) feet;

Northeasterly and northerly by Lot 23 on said plan, being land now or formerly of Charterhouse of Cambridge Trust, one hundred ten and 56/100 (110.56) feet and forty-seven and 12/100 (47.12) feet.

Said parcel comprises 9,931 sq. feet, being the same more or less, and is shown as City Parcel on a Proposed Subdivision Plan of Land in Cambridge, Massachusetts, dated January 20, 1987, prepared by Boston Survey Consultants, which plan is further entitled "City Parcel-Commercial Avenue" (Drawing No. 2663-34).

Northeasterly by land now or formerly of Joseph B. Ford, sixty feet; and

excluding that portion of said parcel which is subject to the fee taking by the Massachusetts Department of Public Works as referenced in that certain Order of Taking dated November 10, 1980, registered with said Registry District on December 1, 1980 as Document No. 604478.

Said parcel, including the portion excluded hereby, is shown as lot 2 on the plan hereinbelow referenced.

All of said boundaries are determined by the Court to be located as shown on a subdivision plan, as approved by the Court, filed in the Land Registration Office, a copy of which is filed with said Deeds in Registration Book 564, Page 178, with Certificate 86928.

The above described land, shown as Canal on said plan, is subject to the rights of all persons lawfully entitled thereto in and over the same, and there is appurtenant to said land the right to use said Canal to and from the Charles River and a limited right of way over lot 1 on said plan set forth in Document 300514.

Subparcel 3: That certain parcel of land, with the improvements thereon, situated in said Cambridge, bounded and described as follows:

Northwesterly by First Street, one hundred and fifty feet;

Southwesterly by land now or formerly of Boston Sand and Gravel Company, two hundred and eighty feet;

Southeasterly by Lot B as shown on the plan hereinbelow referred to, one hundred and fifty feet; and

Northeasterly by registered land formerly of James N. Scully, two hundred and eighty feet.

Containing 42,000 square feet of land and being shown as Lot A on plan entitled "Plan of land in Cambridge, Mass., Scale 1 inch -- 30 feet, Sept. 26, 1955" drawn by Dana F. Perkins & Sons, Inc. Civil Engineers and Surveyors, Reading, Mass., and recorded with said Deeds on November 15, 1955 in Book 8611, Page 166.

Together with the right to enter upon a fifteen (15) foot strip of said Lot B for the purpose of maintaining the building on said Lot A, as more fully set forth in a deed of said Lot B from James N. Scully, et al, Trustees of The Scully Trust, to Cecil E. Whitney, et al, Trustees of Commercial Avenue Trust, dated November 9, 1955.

Subparcel 4: That certain parcel of land, with the improvements thereon, situated in said Cambridge, bounded and described as follows:

Northwesterly by lot A as shown on a plan entitled "Plan of Land in Cambridge, Mass.", dated September 26, 1955, Dana F. Perkins and Sons, Inc., Civil Engineers and Surveyors, recorded with Middlesex South District Deeds, in Book 8611, Page 166, one hundred fifty feet;

Northeasterly by lot 2 as shown on a subdivision plan filed in the Land Registration Office, a copy of which is filed in the Registry of Deeds for the South Registry District of Middlesex County in Registration Book 564, Page 178, with Certificate No. 86928, sixty feet;

Southeasterly by the Lechmere Canal, one hundred fifty feet; and

Southwesterly by land formerly of the Boston Sand & Gravel Co., sixty feet.

Subparcel 5: That certain parcel of land, with the improvements thereon, situated in said Cambridge, bounded and described as follows:

Beginning at a point on the easterly side of First Street distant 100 feet Northerly from the northeasterly corner of Charles Street and First Street as laid down on a plan of the "Property of the Cambridge Improvements Company" dated May 1874, drawn by Barbour and Hodges, recorded with said Deeds, Book 1310, Page 661; thence running

Southeasterly on land now or formerly of James Scully by a line parallel with and one hundred feet distant northeasterly from the northeasterly side of said Charles Street, three hundred and forty feet to the center of the canal shown on said plan; thence

Northeasterly along the center of said canal two hundred feet to land formerly of James A. Woodbury and later of said Scully; thence

Northwesterly on a line parallel with the first above described line and two hundred feet northeasterly therefrom, bounded by said land now or formerly of Scully, three hundred and forty feet to said easterly line of First Street; thence running

Southwesterly on said easterly line of First Street, two hundred feet to the point of beginning.

Subparcel 6: That certain parcel of land, with the improvements thereon, situated in said Cambridge, bounded and described as follows:

Northwesterly by First Street, one hundred fifty and 20/100 feet;

Northeasterly by land now or formerly of Parker & Page Company, three hundred forty and 32/100 feet;

Southeasterly by lot H³ as shown on the plan hereinbelow referenced, twenty hundredths of a foot;

Northeasterly by said lot H³ forty feet;

Southeasterly by lot H² on the plan hereinbelow referenced, three hundred and ninety-five feet;

Southwesterly, one hundred feet;

Southeasterly, five feet by lot D⁴ on the plan hereinbelow referenced.

Southwesterly by said lot D⁴ and by land now or formerly of the National Casket Company, forty and 32/100 feet;

Northwesterly, fifty feet;

Southwesterly, forty feet;

Northwesterly, two hundred feet; and

Southwesterly, two hundred feet by said National Casket Company land.

Said parcel is shown as lot A on the plan hereinbelow referenced.

All of said boundaries are determined by the Court to be located as shown upon plan numbered 10944^B drawn by C. B. Humphrey, Engineer for the Court, dated December 11, 1928, filed in the Land Registration Office, a copy of which is filed in the Registry of Deeds for the South Registry District of Middlesex County in Registration Book 187, Page 497, with Certificate 27970.

The above described land is subject to the easement of light and air as reserved in a deed from the National Casket Company to James J. Scully et al, dated June 21, 1919, duly recorded in Book 4267, Page 502, and to the terms of an agreement between John T. Scully et al Trs. and the National Casket Company, dated July 29, 1925, filed at Middlesex South Registry District of Deeds as Document No. 71361.

So much of the above described land as is included within the lines of the 120 foot canal, as shown on said plan, is subject to rights appurtenant to the estates abutting on said canal to its use as part thereof.

There is appurtenant to the above described land a right to the use of the 120 foot canal, as shown on said plan, and of the 100 foot canal connecting therewith to and from the river, in common with others entitled thereto.

All of the above described Subparcels 1, 2, 3, 4, 5 and 6, which together comprise PARCEL A, are subject to the Notice of Lease between Abraham Cohen et al, Trustees, and Lechmere Tire and Sales Co., dated November 10, 1965 and registered with said Registry District as Document No. 426073 and recorded with said Deeds in Book 10979, Page 349.

All of the above described Subparcels 1, 2, 3, 4, 5 and 6, which together comprise PARCEL A, are subject to the Amendment to Lease between Maurice M. Cohen et al, Trustees and Lechmere Tire and Sales Co., dated February 21, 1969 and registered with said Registry District as Document No. 465367 and recorded with said Deeds in Book 11673, Page 521.

Said PARCEL A is conveyed subject to taxes assessed as of January 1, 1984 but not yet due and payable.

PARCEL B

Subparcel 1: That certain parcel of land, with the improvements thereon, situated in said Cambridge, bounded and described as follows:

Northeasterly by lot G as shown on the plan hereinbelow referenced, twelve and 74/100 feet;

Southeasterly by lot F² on the plan hereinbelow referenced, sixty-seven and 64/100 feet;

Southwesterly by lot F³ on the plan hereinbelow referenced, ten and 90/100 feet; and

Northwesterly by lot H⁵ on the plan, hereinbelow referenced, seventy-three and 13/100 feet.

Said parcel is shown as lot F⁴ on the plan hereinbelow referenced.

Subparcel 2: Also another certain parcel of land, with the improvements thereon, situated in said Cambridge, bounded and described as follows:

Northeasterly by lot H³ as shown on the plan hereinbelow referenced, twenty feet;

Southeasterly by lots G and F⁴ on the plan hereinbelow referenced, one hundred and seventy feet;

Southwesterly by lot H⁴ on the plan hereinbelow referenced, twenty feet; and

Northwesterly by lot H¹ on the plan hereinbelow referenced, one hundred and seventy feet.

Said parcel is shown as lot H⁵ on the plan hereinbelow referenced.

All of said boundaries are determined by the Court to be located as shown on a subdivision plan, as approved by the Court, filed in the Land Registration Office, a copy of which is filed in the Registry of Deeds for the South Registry District of Middlesex County in Registration Book 128, Page 481, with Certificate 19088.

Said parcel is subject to rights and agreements set forth in deed from The Scully Company to John T. Scully et al Trustees, dated March 9, 1925, being Document No. 57710.

So much of said parcel (being formerly part of lot H², shown on Plan filed in Registration Book 126, Page 537) running north and south, is subject to the rights of all persons lawfully entitled thereto in and over the same insofar as applicable.

Subparcel 3: Also another certain parcel of land, with the improvements thereon, situated in said Cambridge, bounded and described as follows:

Southwesterly by lot F⁴ as shown on the plan hereinbelow referenced, twenty-two, and 20/100 feet;

Northwesterly by lots H⁵ and H³ on the plan hereinbelow referenced by two lines measuring together three hundred ninety-six and 35/100 feet;

Northeasterly by lot G³ on the plan hereinbelow referenced, one hundred fifty-five and 87/100 feet; and

Southeasterly by lot I on the plan hereinbelow referenced by several lines measuring together three hundred sixty-three and 06/100 feet.

Said parcel is shown as lots G¹, G² and G⁴ on the plan hereinbelow referenced. (85L)

Subparcel 4: That certain parcel of land, with the improvements thereon, situated in said Cambridge, and shown as lot 16 on Land Court Plan No. 85-Q, as approved by the Court by that certain Order, dated March 25, 1985, in Case No. 85Q.

So much of said parcel as is included within the limits of the Canal or Dock as shown on plan filed in Book 727, Page 124, is subject to the rights of all persons lawfully entitled thereto in and over the same.

Subparcel 5: That certain parcel of land, with the improvements thereon, situated in said Cambridge, bounded and described as follows:

Southwesterly by lots G² and G¹ as shown on the plan hereinbelow referenced, one hundred fifty-five and 87/100 feet;

Westerly by lot 6 on the plan hereinbelow referenced, one hundred forty-eight and 98/100 feet;

Northeasterly by lot 5 on the plan hereinbelow referenced, two hundred twenty and 50/100 feet; and

Southeasterly by lots G⁵ and I on the plan hereinbelow referenced, one hundred thirty-four and 23/100 feet.

Said parcel is shown as lot 7 on the plan hereinbelow referenced. (85N)

All of said boundaries are determined by the Court to be located as shown on a subdivision plan, as approved by the Court, filed in the Land Registration Office, a copy of which is filed in the Registry of Deeds for the South Registry District of Middlesex County in Registration Book 727, Page 124, with Certificate 119474.

Subparcel 6: That certain parcel of land, with the improvements thereon, situated in said Cambridge, bounded and described as follows:

Northeasterly by lot G⁴ as shown on a subdivision plan (85L), as approved by the Court, filed in the Land Registration Office, a copy of which is filed in the Registry of Deeds for the South Registry District of Middlesex County in Registration Book 727, Page 124, with Certificate 119474, nine and 46/100 feet;

Southeasterly by the remainder of former lot 3 as shown on a subdivision plan, as approved by the Court, filed in the Land Registration Office, a copy of which is filed in the Registry of Deeds for the South Registry District of Middlesex County in Registration Book 320, Page 145, with Certificate 47899, sixty-four and 20/100 feet; and

Northeasterly by lot F⁴ as shown on a subdivision plan, as approved by the Court, filed in the Land Registration Office, a copy of which is filed in the Registry of Deeds

for the South Registry District of Middlesex County in Registration Book 128, Page 481, with Certificate 19088, sixty-seven and 66/100 feet.

Said parcel is shown as lot 19 on Land Court Plan No. 85R. Said parcel was part of former lot 3 as shown on a subdivision plan, as approved by the Court, filed in the Land Registration Office, a copy of which is filed in the Registry of Deeds for the South Registry District of Middlesex County in Registration Book 320, Page 145, with Certificate 47899. *For approval*

All of said boundaries are determined by the Court to be located as shown on Land Court Plan No. 85R, a subdivision plan, as approved by the Court, filed in the Land Registration Office, a copy of which is filed in the Registry of Deeds for the South Registry District of Middlesex County in Registration Book Page , with Certificate *see sheet #9*

There is appurtenant to all of the above described Subparcels 1, 2, 3, 4, 5 and 6, which together comprise PARCEL B, the right to use the canal or dock, shown on a plan filed in Registration Book 67, Page 245, in common with others entitled thereto, and there are expressly reserved and excepted any rights or easements whatsoever which James N. Scully et al, Trustees may have in that part of Lechmere Canal shown on plan filed in Registration Book 727, Page 124, lying Easterly of the Southwesterly boundary of lot 4 and the Northeasterly boundary of lot 6 extended Northwesterly, referred to in Deed Document No. 426292.

There is appurtenant to all of said Subparcels 1, 2, 3, 4, 5 and 6 the rights reserved in a deed from John T. Scully et al, Trustees, dated October 20, 1923, being Document No. 47812; and said premises are subject to the rights in the right of way conveyed in said deed, as referred to in said Deed Document No. 426292.

Said PARCEL B is conveyed subject to taxes assessed as of January 1, 198⁴ but not yet due and payable.

PARCEL C

That certain parcel of land, with the improvements thereon, situated in said Cambridge, bounded and described as follows:

- NORTHWESTERLY by First Street, one hundred three and 24/100 feet;
- NORTHEASTERLY by land formerly of Monroe, one hundred fifty-four and 76/100 feet;
- SOUTHEASTERLY by land now or formerly of the City of Cambridge, one hundred seventeen and 65/100 feet; and
- SOUTHWESTERLY by Subparcel 1 of Parcel A hereinabove described, two hundred seven and 21/100 feet.

Containing 17,947 square feet of land and being shown on a plan entitled "Plan of Land in Cambridge, Mass., Middlesex County, Scale: 1" = 20', April 1, 1985", prepared by Boston Survey Consultants and recorded herewith.

Included in the above described parcel is all of grantor's right, title and interest in and to the canal referred to herein.

Said parcel is conveyed subject to taxes assessed as of January 1, 1980 but not yet due and payable.

See sheets #7 & 8

LAND COURT, BOSTON: The land
herein described will be shown on
our approved plan to follow as

as Sub Parcel # 6

APR 2 1985

Plan 85-R Lot 19
(Examined as to description only)

L. A. Moore, Engineer

REA

DESCRIPTION OF LOT 22

That certain parcel of land, with the improvements thereon, situated in Cambridge, Middlesex County, Commonwealth of Massachusetts, bounded and described as follows:

Southwesterly by Lot 20 on the plan hereinbelow referenced, being land now or formerly of CC & F Commercial Avenue Trust, one hundred two and 78/100 (102.78) feet;

Northwesterly by Lot G⁴ on said plan, being land now or formerly of Riverside Galleria Associates Trust, eight and 36/100 (8.36) feet and sixty-seven and 71/100 (67.71) feet;

Northeasterly and easterly by the southwesterly and westerly lines of Commercial Avenue Service Road ninety-nine and 70/100 (99.70) feet and forty-seven and 12/100 (47.12) feet; and

Southeasterly by the northwesterly line of Commercial Avenue, forty-one and 00/100 (41.00) feet.

Said parcel comprises 8,161 square feet, be the same more or less, and is shown as Lot 22 on a Subdivision Plan of Land in Cambridge, MA., dated September 5, 1986, prepared by Boston Survey Consultants, which plan is further entitled "25-41 Commercial Avenue" (drawing No. 2663-28) and which plan has been filed as Plan No. 85^T with the Engineering Department of the Land Court on September 5, 1986.

DESCRIPTION OF LOT 23

That certain parcel of land, with the improvements thereon, situated in Cambridge, Middlesex County, Commonwealth of Massachusetts, bounded and described as follows:

Southeasterly by the northwesterly line of Commercial Avenue, seventy and 38/100 (70.38) feet and one hundred forty-nine and 96/100 (149.96) feet;

Southerly and southwesterly by the northerly and northeasterly lines of Commercial Avenue Service Road, forty-seven and 12/100 (47.12) feet and one hundred ten and 56/100 (110.56) feet;

Northwesterly by Lots G² and 7 on the plan hereinbelow referenced, being land now or formerly of Riverside Galleria Associates Trust, eighteen and 39/100 (18.39) feet and two hundred thirty-one and 95/100 (231.95) feet; and

Northeasterly by Lot 24 on said plan, being land now or formerly of Charterhouse of Cambridge Trust, one hundred forty-one and 48/100 (141.48) feet.

Said parcel comprises 35,127 square feet, be the same more or less, and is shown as Lot 23 on a Subdivision Plan of Land in Cambridge, MA., dated September 5, 1986, prepared by Boston Survey Consultants, which plan is further entitled "25-41 Commercial Avenue" (drawing No. 2663-28) and which plan has been filed as Plan No. 85T with the Engineering Department of the Land Court on September 5, 1986.

DESCRIPTION OF LOT 24

That certain parcel of land, with the improvements thereon, situated in Cambridge, Middlesex County, Commonwealth of Massachusetts, bounded and described as follows:

Southeasterly by the northwesterly line of Commercial Avenue, one hundred and 02/100 (100.02) feet;

Southwesterly by Lot 23 on the plan hereinbelow referenced, being land now or formerly of Charterhouse of Cambridge Trust, one hundred forty-one and 48/100 (141.48) feet;

Northwesterly by Lot 7 on said plan, being land now or formerly of Riverside Galleria Associates Trust, one hundred and 00/100 (100.00) feet; and

Northeasterly by Lot 12 on said plan, being land now or formerly of Commonwealth of Massachusetts, one hundred forty-three and 55/100 (143.55) feet.

Said parcel comprises 14,237 square feet, be the same more or less, and is shown as Lot 24 on a Subdivision Plan of Land in Cambridge, MA., dated September 5, 1986, prepared by Boston Survey Consultants, which plan is further entitled "25-41 Commercial Avenue" (drawing No. 2663-28) and which plan has been filed as Plan No. 85T with the Engineering Department of the Land Court on September 5, 1986.

SUBJECT PREMISES: PARCEL 1

An easement to be granted by the City of Cambridge to
Riverside Galleria Associates Trust.

RUNNING DESCRIPTION

An easement on land situated in Cambridge, Middlesex County,
Commonwealth of Massachusetts, bounded and described as
follows:

Beginning	at a point of tangency on the southwesterly line of Commercial Avenue at the easternmost corner of the easement herein described; thence running
S35-11-29W	84 feet, more or less, along the aforementioned southwesterly sideline of Commercial Avenue to a point of curvature; thence turning and running
Southwesterly	on land now or formerly of the City of Cambridge, by a curve to the right, having a radius of 30 feet, more or less, 26 feet, more or less to a point; thence turning and running
Northwesterly	by land now or formerly of Riverside Galleria Associates Trust, by a curve to the left, having a radius of 30.00 feet, 21 feet, more or less, to a point of tangency; thence turning and running
N54-48-31W	by said Riverside land 99.70 feet to a point on a curve; thence turning and running

Northeasterly by said land of Riverside Galleria Associates Trust, by a curve to the right having a radius of 350.00 feet, 70.96 feet to a point; thence turning and running

S54-48-31E by other land of said Riverside Galleria Associates Trust, 110.56 to a point of curvature; thence turning and running

Easterly by said other Riverside land, by a curve to the left, having a radius of 30.00 feet, 47.12 feet to a point of tangency and place of beginning.

Said easement contains 9,784 square feet, more or less, and is shown as "Parcel 1 (Easement)" on a plan entitled "Preliminary Land Exchange Plan of Land, Commercial Avenue in Cambridge, Mass." dated March 26, 1987, revised through June 17, 1987, prepared by The BSC Group (Dwg No. 2663-40).

The BSC Group
Surveying & Mapping Division, Boston
June 17, 1987

SUBJECT PREMISES: PARCEL 2A

A parcel of land to be conveyed in fee by Riverside Galleria Associates Trust to City of Cambridge.

RUNNING DESCRIPTION

A parcel of land situated in Cambridge, Middlesex County, Commonwealth of Massachusetts, bounded and described as follows:

Beginning	at a point on the southwesterly line of Commercial Avenue at the southeasternmost corner of the parcel herein described; thence running
N54-48-31W	by land now or formerly of River Court Development Trust, 102.78 feet to a point; thence turning and running
S17-38-08E	by said River Court land 64.20 feet to a point; thence turning and running
N80-31-12W	by land now or formerly of Lotus Development Corporation, 30.89 feet to a point; thence turning and running
N9-28-49E	by land now or formerly of City of Cambridge, 12 feet, more or less, to a point; thence continuing
N9-28-49E	by land now or formerly of Riverside Galleria Associates Trust, 76 feet, more or less, to a point of curvature; thence turning and running

Southeasterly	by other land of said Riverside Galleria Associates Trust, by a curve to the right having a radius of 20 feet, more or less, 6 feet, more or less, to a point of tangency; thence continuing
Southeasterly	by said Riverside land, 21 feet, more or less, to a point of curvature; thence continuing
Southeasterly	by said Riverside land, by a curve to the left having a radius of 20 feet, more or less, 6 feet, more or less, to a point of tangency; thence continuing
Southeasterly	by said Riverside land, 111 feet, more or less to a point of curvature; thence turning and running
Easterly	by said Riverside land, by a curve to the left having a radius of 30 feet, more or less, 8 feet, more or less, to a point; thence turning and running
Southerly	by other land of the aforesaid City of Cambridge, by a curve to the right having a radius of 30.00 feet, 26 feet, more or less, to a point of tangency; thence turning and running
S35-11-29W	41.00 feet along the southwesterly line of Commercial Avenue to the point and place of beginning.

Said parcel contains 7,440 square feet, more or less, and is shown as "Parcel 2A (Fee)" on a plan entitled "Preliminary Land Exchange Plan of Land, Commerical Avenue in Cambridge, Mass." dated March 26, 1987, revised through June 17, 1987, prepared by The BSC Group (Dwg. No. 2663-40).

The BSC Group
Surveying & Mapping Division, Boston
June 17, 1987

SUBJECT PREMISES: PARCEL 2B

A parcel of land to be conveyed in fee by Riverside Galleria Associates Trust to City of Cambridge.

RUNNING DESCRIPTION

A parcel of land situated in Cambridge, Middlesex County, Commonwealth of Massachusetts, bounded and described as follows:

Beginning	at a point on the southeasternmost corner of the parcel herein described; thence running
N80-31-11W	by land now or formerly of Lotus Development Corporation, 74 feet, more or less, to a point; thence turning and running
N9-28-49E	by land now or formerly of Riverside Galleria Associates Trust, 237 feet, more or less, to a point; thence turning and running
S80-31-11E	by other land of said Riverside Galleria Associates Trust, 74 feet, more or less, to a point; thence turning and running
S9-28-49W	by said Riverside Land, 12 feet, more or less, to a point; thence continuing
S9-28-49W	by the aforesaid Lotus Land, 225.00 feet to the point and place of beginning.

Said parcel contains 17,430 square feet, more or less, and is shown as "Parcel 2B (Fee)" on a plan entitled "Preliminary Land Exchange Plan of Land, Commercial Avenue in Cambridge, Mass." dated March 26, 1987, revised through June 17, 1987, prepared by The BSC Group (Dwg No. 2663-40)

The BSC Group
Surveying & Mapping Division, Boston
June 17, 1987

SUBJECT PREMISES: PARCEL 2C - LIGHT & AIR EASEMENT

An easement to be granted for light and air by the City of Cambridge to Riverside Galleria Associates Trust.

RUNNING DESCRIPTION

An easement on land situated in Cambridge, Middlesex County, Commonwealth of Massachusetts, bounded and described as follows:

Beginning	at a point at the southernmost corner of the easement herein described, thence running
N80-31-11W	by land now or formerly of Lotus Development Corporation, 20.0 feet to a point; thence turning and running
N9-28-49E	by land now or formerly of Riverside Galleria Associates Trust, 237 feet, more or less, to a point; thence turning and running
S80-31-11E	by other land of said Riverside Galleria Associates Trust, 20.0 feet to a point; thence turning and running
S9-28-49W	on land now or formerly of City of Cambridge, 237 feet, more or less, to the point and place of beginning.

Said easement contains 4,740 square feet, more or less, and is shown as "Parcel 2C - Light & Air Easement" on a plan entitled "Preliminary Land Exchange Plan of Land, Commercial Avenue in Cambridge, Mass." dated March 26, 1987, revised through June 17, 1987, prepared by The BSC Group (Dwg No. 2663-40)

The BSC Group
Surveying & Mapping Division, Boston
June 17, 1987

MH/AB9
1.1526.80

SUBJECT PREMISES: PARCEL 3

An easement on land of which title is not yet held by City of Cambridge but once such title is held, will grant to Riverside Galleria Associate Trust.

RUNNING DESCRIPTION

An easement on land situated in Cambridge, Middlesex County, Commonwealth of Massachusetts, bounded and described as follows:

Beginning	at a point on the southeasternmost corner of the easement herein described; thence running
N80-31-11W	by land now or formerly of Lotus Development Corporation, 30.0 feet to a point; thence turning and running
N9-28-49E	by land now or formerly of Riverside Galleria Associates Trust, 3.54 feet to a point; thence turning and running
S80-31-11E	by said Riverside land, 10.0 feet to a point; thence continuing
S80-31-11E	by land now or formerly of City of Cambridge, 20.0 feet to a point; thence turning and running
S9-28-49W	by said Lotus land, 3.54 feet to the point and place of beginning.

Said easement contains 106 square feet, more or less, and is shown as "Parcel 3 (Easement)" on a plan entitled "Preliminary Land Exchange Plan of Land, Commercial Avenue in Cambridge, Mass." dated March 26, 1987, revised through June 17, 1987, prepared by The BSC Group (Dwg No. 2663-40)

The BSC Group
Surveying & Mapping Division, Boston
June 17, 1987

SUBJECT PREMISES: PARCEL 4

An easement to be granted by Riverside Galleria Associates Trust to City of Cambridge.

RUNNING DESCRIPTION

An easement on land situated in Cambridge, Middlesex County, Commonwealth of Massachusetts, bounded and described as follows:

Beginning	at a point at the southernmost corner of the easement herein described; thence running
N80-31-11W	by land now or formerly of Lotus Development Corporation 10.0 feet to a point; thence turning and running
N9-28-49E	by land now or formerly of Riverside Galleria Associates Trust, 243 feet, more or less, to a point; thence turning and running
Southeasterly	by other land of said Riverside Galleria Associates Trust, 11 feet, more or less, to a point; thence turning and running
S9-28-49W	by land now or formerly of City of Cambridge, 237 feet, more or less, to the point and place of beginning.

Said easement contains 2,400 square feet, more or less, and is shown as "Parcel 4 (Easement)" on a plan entitled "Preliminary Land Exchange Plan of Land, Commercial Avenue in Cambridge, Mass." dated March 26, 1987, revised through June 17, 1987, prepared by The BSC Group (Dwg No. 2663-40)

The BSC Group
Surveying & Mapping Division, Boston
June 17, 1987

SUBJECT PREMISES: PARCEL 5

An easement to be granted by Riverside Galleria
Associates Trusts to City of Cambridge

RUNNING DESCRIPTION

An easement on land situated in Cambridge, Middlesex County,
Commonwealth of Massachusetts, bounded and described as
follows:

Beginning	at a point on the northeasterly line of First Street at the westernmost corner of the easement herein described; thence running
N9-28-49E	41 feet, more or less, along said northeasterly sideline of First Street to a point; thence turning and running
S80-31-11E	by land now or formerly of Riverside Galleria Associates Trust, 267 feet, more or less, to a point of curvature; thence turning and running
Northeasterly	by said Riverside land, by a curve to the left having a radius of 15 feet, more or less, 8 feet, more or less, to a point of tangency; thence continuing
Northeasterly	by said Riverside land, 37 feet, more or less, to a point of curvature; thence continuing
Northeasterly	by said Riverside land, by a curve to the right having a radius of 20 feet, more or less, 11 feet, more or less, to a point of tangency; thence turning and running

S80-31-11E by said Riverside land, 63 feet, more or less, to a point; thence turning and running

S9-28-49W by land now or formerly of City of Cambridge, 76 feet, more or less, to a point; thence turning and running

N80-31-11W by other land of said City of Cambridge, 74 feet, more or less, to a point; thence turning and running

Northwesterly by other land of said Riverside Galleria Associates Trust, 16 feet, more or less, to a point of curvature; thence continuing

Northwesterly by said other Riverside Land, by a curve to the left having a radius of 20 feet, more or less, 10 feet, more or less, to a point of tangency; thence turning and running

N80-31-11W by said Riverside Land, 283 feet, more or less, to the point and place of beginning.

Said easement contains 18,626 square feet, more or less, and is shown as "Parcel 5 (Easement)" on a plan entitled "Preliminary Land Exchange Plan of Land, Commercial Avenue in Cambridge, Mass." dated March 26, 1987, revised through June 17, 1987, prepared by The BSC Group (Dwg No. 2663-40)

The BSC Group
Surveying & Mapping Division, Boston
June 17, 1987

- SCHEDULE O -

A certain parcel of land situated on the Northwestern side of Commercial Avenue, the Northerly side of Rogers Street, and the Easterly side of First Street in Cambridge, Middlesex County, Massachusetts, being shown on a plan entitled "Plan of Land, Cambridge, Mass., prepared for Lotus Development Corporation", which plan is dated February 6, 1984, (revised June 4, 1984) is drawn by Otte & Dwyer, Inc., Surveyors, and which plan is to recorded with the Middlesex South District Registry of Deeds as Plan No. 721 of 1984 in Book 15658, Page 556. Said parcel of land is more particularly bounded and described, according to said plan, as follows:

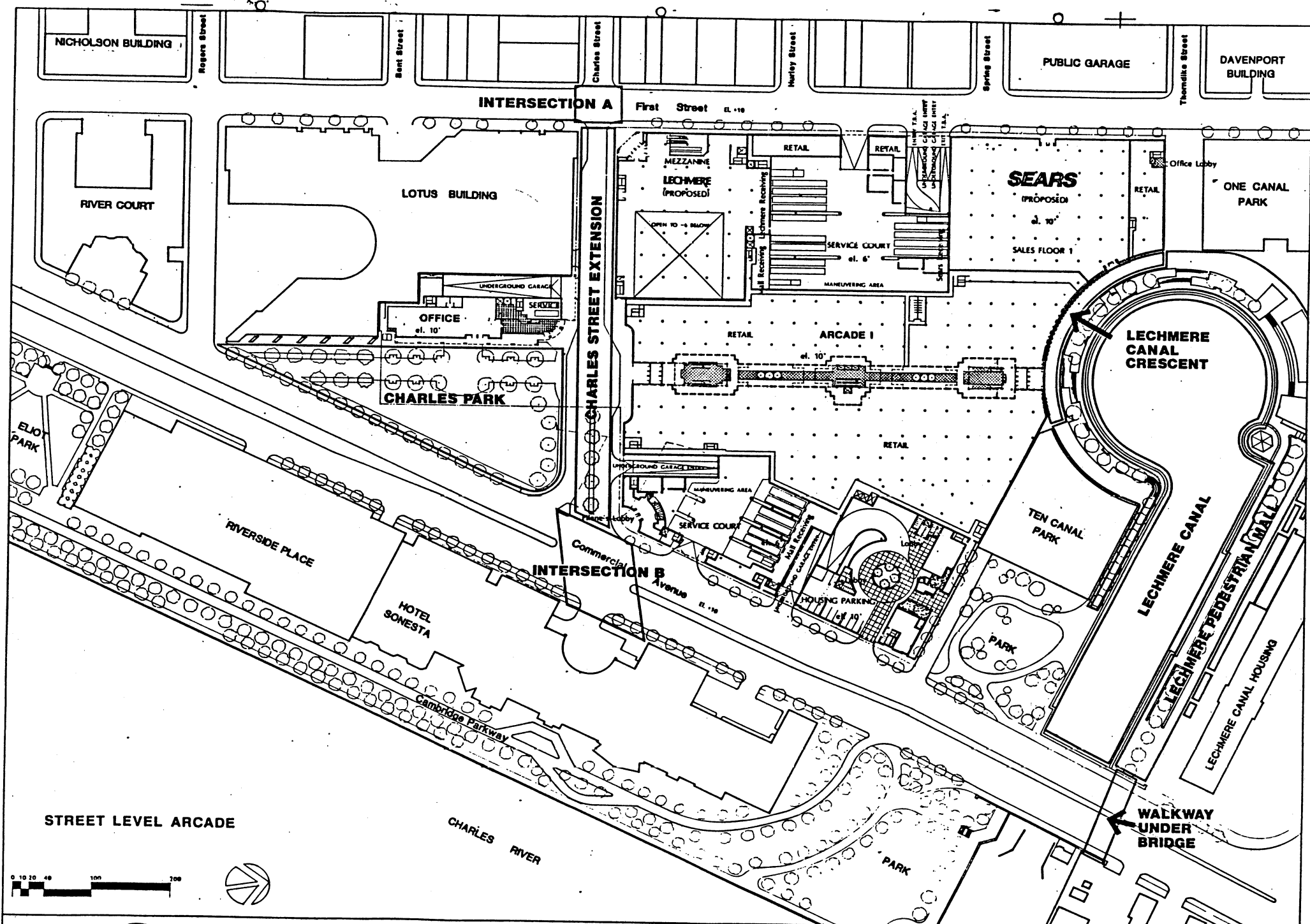
Beginning at the Northwestern corner thereof, on the Easterly side of said First Street and at land of The Mezuries Corporation, thence running

S 80° 31' 11" E	by said land of The Mezuries Corporation, 200.00 feet to a point; thence turning and running
S 09° 28' 49" W	still by said land of The Mezuries Corporation, 200.00 feet to a stake; thence turning and running
S 80° 31' 11" E	still by said land of The Mezuries Corporation, 40.00 feet to a stake; thence turning and running
S 09° 28' 49" W	still by said land of The Mezuries Corporation, 50.00 feet to a stake; thence turning and running
S 80° 31' 11" E	still by said land of The Mezuries Corporation, 40.32 feet to a stake; thence turning and running
N 09° 28' 49" E	still by said land of The Mezuries Corporation, 5.00 feet to a Parker Kaylon nail; thence turning and running
S 80° 31' 11" E	still by said land of The Mezuries Corporation, 100.00 feet to a Parker Kaylon nail; thence turning and running
N 09° 28' 49" E	still by said land of The Mezuries Corporation, 225.00 feet to a Parker Kaylon nail; thence turning and running
S 80° 30' 47" E	still by said land of The Mezuries Corporation, 30.90 feet to a Parker Kaylon nail at other land of The Mezuries Corporation; thence turning and running

S 09° 58' 29" W	by said other land of The Mezuries Corporation, 165.14 feet to a stake and nail; thence turning and running
SOUTHEASTERLY	still by said other land of The Mezuries Corporation on a curve to the left having a radius of 366.50 feet, a distance of 28.24 feet to a point; thence turning and running
S 35° 11' 29" W	by the Northwesterly line of said Commercial Avenue, 246.93 feet to a point at the intersection of said Commercial Avenue and said Rogers Street; thence turning and running
SOUTHWESTERLY	by said intersection on a curve to the right having a radius of 25.00 feet, a distance of 28.05 feet to a point on the Northerly line of said Rogers Street; thence turning and running
N 80° 31' 11" W	by said Rogers Street, 15.66 feet to a point which is the Southwesterly corner of Lot 14 hereinafter referred to; thence continuing
N 80° 31' 11" W	by the Northerly line of said Rogers Street, 265.00 feet to a fence post on the corner of said Rogers Street and said First Street; thence turning and running
N 09° 28' 49" E	by the Easterly line of said First Street, 200.00 feet to a point; thence turning and running
N 09° 06' 49" E	still by the said Easterly line of First Street, 50.00 feet to a point; thence turning and running
N 09° 28' 49" E	still by the said Easterly line of First Street, 200.00 feet to a Parker Kaylor nail at the point of beginning.

Said parcel contains, according to said plan, 127,965 ± square feet of land.

Included in the above-described parcel is a parcel of registered land, being Lot 14 on Land Court Plan 85^P, which plan is filed in the Land Court Office for the South Registry District of Middlesex County with Certificate of Title No. 171075 in Registration Book 985, Page 125.



THE GALLERIA AT RIVERSIDE PLACE CAMBRIDGE, MASSACHUSETTS

Developer:
NEW ENGLAND DEVELOPMENT
One Wells Avenue
Newton, Massachusetts 02159
(617) 243-7010

Architect:
ARROWSTREET INC.
14 Arrow Street
Cambridge, Massachusetts 02138
(617) 868-1800

Date:
29 May 1987
Scale:
1"=40'-0"
Job Number
8405



CITY OF CAMBRIDGE

CAMBRIDGE, MASSACHUSETTS 02139
TEL. 498-9011

EXECUTIVE DEPARTMENT
ROBERT W. HEALY
City Manager

RICHARD C. ROSSI
Deputy City Manager

June 22, 1987

To the Honorable, the City Council:

Enclosed please find copy of a communication from Michael H. Rosenberg, Assistant City Manager for Community Development, relative to an order which would authorize the City Manager to execute a Development Agreement with the developers of the proposed Galleria at Riverside Place.

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. *2F-290*

Re: proposed order to authorize the City
Manager to execute a Development Agreement
with the developers of the proposed Galleria
at Riverside Place.

In City Council,

June 22, 1987

Order Adopted
Roll Call
9-0-0