

# CITY OF CAMBRIDGE

CITY HALL, CAMBRIDGE, MASSACHUSETTS 02139 • (617) 498-9017

OFFICE OF  
THE CITY CLERK

November 13, 1980

Dear resident:

Enclosed is a copy of a letter submitted by the City Manager to the City Council at its meeting of November 10, 1980 which is self-explanatory and based on the results of his inquiry into the permits issued for the premises at 1972 and 2000 Massachusetts Avenue from 1927 through 1980.

Mayor Duehay has requested that I send a copy of this letter to all persons who indicated an interest in the parking problems in the Porter Square area with the further request that I notify all concerned that in the event that the residents of the area feel that a future hearing is in order to solve the parking problems in the Porter Square area that they notify the City Clerk as to an appropriate date.

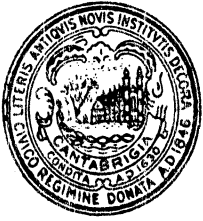
Your kind attention in this matter will be greatly appreciated.

Very truly yours,

Paul E. Healy, City Clerk.

PEH/dl

Enc. (1)



CITY OF CAMBRIDGE

CAMBRIDGE, MASSACHUSETTS 02139  
Tel. 498-9011

RECEIVED BY  
OFFICE OF CITY CLERK

Nov 10 4 00 PM '80

CAMBRIDGE, MASS.

EXECUTIVE DEPARTMENT  
JAMES L. SULLIVAN  
City Manager

November 10, 1980

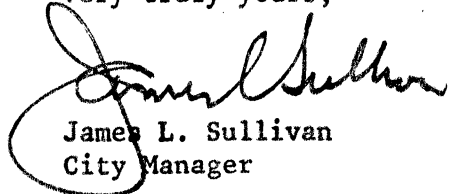
To the Honorable, the City Council:

I am enclosing herewith a detailed report from Charles F. Sprague, Building Commissioner, concerning the requirements for parking at 2000 Massachusetts Avenue and 1972 Massachusetts Avenue, which is a chronological description of the history of the building at 2000 Massachusetts Avenue and the lot at 1972.

It would appear that Mr. Bandar is currently conforming to the legal requirements for parking at these locations. There was a time when he was not conforming to the requirements established by the City Council with respect to the eleven cars parked at the lot which were displaced by the construction activity. The lease for 33 Richdale Avenue, which Mr. Bandar is using for valet parking, has been extended to January 31, 1981. This does not alleviate the parking problems in the area, but the requirements of the zoning regulations and the Council authorization seem to have been met.

I hope that this communication and the attached material from Mr. Sprague clarify what is a very vexing problem for the neighborhood because of the activities conducted by Mr. Bandar.

Very truly yours,

  
James L. Sullivan  
City Manager

JLS/mbf  
Encs.

Atty. Sam Marcellino  
c/o Gaston, Snow, Ely & Bartlett  
Attorneys at Law  
1 Federal Street  
Boston, MA 02210

Mr. Edward Cyr  
10 Agassiz Street  
Cambridge, MA 02138

Mr. John Messina  
18 Orchard Street  
Cambridge, MA 02140

Mr. Thibault  
14 Regent Street  
Cambridge, MA 02140

Ms. Ruth Kaplan  
80 Porter Road  
Cambridge, MA 02140

Mr. Donald Altschiller  
78 Porter Road  
Cambridge, MA 02140

Mr. Francis E. Nicholls  
80 Porter Road  
Cambridge, MA 02140

Ms. Mary E. Haggerty  
38 Creighton Street  
Cambridge, MA 02140

Mr. David J. Salto  
416 Concord Avenue  
Lexington, MA 02173

Ms. Patricia A. Maloney  
71 Porter Road  
Cambridge, MA 02140

Mr. Stephen Gay  
31 Regent Street  
Cambridge, MA 02140

Ms. Carolyn Thibault  
14 Regent Street  
Cambridge, MA 02140

Ms. Lorraine Melanson  
17 Regent Street  
Cambridge, MA 02140

Mr. Phillip M. Donnell  
2 Porter Park  
Cambridge, MA 02140

Ms. Kathleen Gadsby  
43 Porter Road  
Cambridge, MA 02140

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Cambridge, MA 02140

Mr. Phillip M. Donnell  
2 Porter Park  
Cambridge, MA 02140

Ms. Kathleen Gadsby  
43 Porter Road  
Cambridge, MA 02140

To: James L. Sullivan, City Manager

Date: November 4, 1980

From: Charles F. Sprague, Building Commissioner

RE: Occupancies of 2000 Massachusetts Avenue

April 4, 1927 - Permit to build "new stores & theatre". There were no requirements for parking for this type of occupancy in the 1924 Zoning Ordinance. (The Department of Public Safety issued Inspection Certificates for theatres - we have no records of the capacity and can only estimate the figure to be better than 1000 persons.)

1961 - Occupancy as a dance ballroom for over 400 persons. (The Department of Public Safety issued Inspection Certificates for over 400 capacities - we have no records in our office). Premises were in a "Business B" zone. In accordance with the Zoning requirements of the 1961 Zoning Ordinance, Article VII, Section 2 "Table of Parking Requirements" no parking was required for "Places of Assembly".

1967 - Occupancy as a retail business and offices by Charrette Corp., allowed by Article IV, Section 2, Paragraph 5a. Premises in a "Business B" zone. Parking not required for Retail and Office uses according to the 1961 Zoning Ordinance, Article VII, Section 2, "Table of Parking Requirements".

1977 - Zone changed from "Business B" to "Business C" with the "Retail and Office" occupancies requiring one parking space for 900 square feet of floor area at "Ground Floor" and 1800 square feet of floor area at "other levels". (1977 Zoning Ordinance, Article 6.000, Section 6.30 "Table of Parking Requirements".)

Oct. 16, 1979 - Permits issued for remodeling of first floor for a "Caning Shoppe" - Retail Sales and the "Women's World Health Spa" under the provisions of Article 4.000, Section 4.35 a.2. Parking was not required because it was a substitute use covered by Article 6.000, Section 6.22 which states "existing uses prior to 1961 are not subject to the new requirements." (a retail use for a retail use)

Oct. 23, 1979 - Permit issued to remodel second floor from offices to a retail use (AIKIDO, a Japanese martial art) which area requires two parking spaces under the provision of Article 6.000 Section 6.30 "Table of Parking Requirements" (the offices did not have to have parking but because the use was changed to "retail" it lost the protection of Section 6.22 of the Zoning Ordinance.)

Feb., 1980 - A permit for the erection of a three-story office building over a ground floor parking area for thirteen cars was issued. The new building will require nine parking spaces to satisfy the Zoning Ordinance. (Article 6.000, Section 6.30 "Table of Parking Requirements".)

As a prerequisite to the issuance of this permit the owner (Mr. Bandar) was to supply an alternate parking site to satisfy the original parking requirement set by the City Council on the 1972 Massachusetts Avenue lot. (Article 4.000 Section 4.23 Temporary Uses)

The owner obtained a lease of twelve parking spaces at 33 Richdale Avenue with valet service to said lot.

We have issued a legal permit for the construction of a three-story office building that will contain nine parking spaces for its occupancy and four spaces for occupants of 2000 Massachusetts Avenue, two of which are required for the "AIKIDO" occupancy. The other areas and occupancies of 2000 Massachusetts Avenue enjoy the non-conforming right of not having to supply parking.

The parking for 2000 Massachusetts Avenue established by the City Council Order is accommodated by the leasing of spaces on 33 Richdale Avenue.

RECEIVED  
NOV 4 4 53 PM '80  
OFFICE OF THE  
CITY MANAGER

1961 Zoning

ARTICLE VII OFF-STREET PARKING AND LOADING REQUIREMENTS

Sec. 1. Intent and Application of Parking Requirements

1. It is the intention of this ordinance that all structures and land uses be provided eventually with sufficient off-street parking spaces to meet the needs of persons making use of such structures and land uses. No permit shall be issued for the erection of a new structure, the enlargement of an existing structure or the development of a land use, unless the plans show the specific location and size of the off-street parking required to comply with the regulations set forth in this Article and the means of access to such space from public streets. In the event of the enlargement of an existing nonresidential structure, the regulations set forth in this Article shall apply only to the area added to the existing structure. No increase in the number of dwelling units in a dwelling shall be permitted unless the requirements set forth in this Article are met for all dwelling units (in existence and proposed) in the dwelling after the increase.

2. Buildings and land uses in existence on the effective date of this ordinance are not subject to these parking requirements, but any parking facilities thereafter established to serve such buildings or uses may not in the future be reduced below these requirements.

3. Where a building or land area is used by two or more activities that fall into different classes of use under Section 2 of this Article, the facilities required shall be the sum of the requirements for the individual establishments. Space occupied by accessory uses under Article VI, Section 4, paragraph 4 should be considered in addition to residential space in computing the amount of parking space required.

4. Where the computation of required parking spaces results in a fractional number, only the fraction of one-half or more shall be counted as one.

5. Required off-street parking facilities which after development are later dedicated to and accepted by the City and maintained by the City for off-street parking purposes shall be deemed to continue to serve the uses or structures to meet the requirements for which they were originally provided.

Sec. 2. Table of Parking Requirements

Off-street parking facilities shall be provided as follows:

Zoning District	<u>Class of Allowed Use</u>					
	<u>Residence (a)</u> Minimum Number spaces per group of dwelling units	<u>Public Assembly (b)</u> Number seats requiring 1 space	<u>Institution (c)</u>	<u>Number Square Feet of Gross Floor Area Requiring 1 space, By Type of Use</u>		<u>Factory and Warehouse</u>
				<u>Retail and Office</u> Ground Floor	<u>Other</u> Level	
Res. A-1						
Res. A-2	10 per 10	5	600	-	-	-
Res. B						
Res. C-1						
Res. C-2	10 per 10	8	1,000	500	1,000	1,600
Bus. A						
Ind. A						
Res. C-3						
Office	10 per 10	15	1,800	900	1,800	2,000
Ind. B						
Bus. B	10 per 10	-	-	-	-	-

1961 Zoning

Zoning Ordinance

Art. IV, Sec. 2

	Res. <u>A</u> 1&2	Res. <u>B</u>	Res. <u>C</u> 1,2,3	Off. —	Bus. <u>A</u>	Bus. <u>B</u>	Ind. <u>A</u>	Ind. <u>B</u>
p. Bus or railroad passenger station	No	No	No	No	Yes	Yes	Yes	Yes
q. Automobile parking lot or parking garage for private passenger cars, where not an accessory use, and no repairs, servicing, or sale of gasoline is carried on	No	SP	SP	Yes	Yes	Yes	Yes	Yes
<b>4. Office and Laboratory Use</b>								
a. Office building or office use, provided there is no retail business, manufacturing or processing on the premises	No	No	No	Yes	Yes	Yes	Yes	Yes
b. Place of business of a bank, trust company or similar financial institution	No	No	No	Yes	Yes	Yes	Yes	Yes
c. Radio or television studio	No	No	No	Yes	Yes	Yes	Yes	Yes
d. Laboratories or research facilities provided they are operated for research purposes and provided that any manufacturing is of a type authorized as a matter of right under Article IV, Section 2, paragraph 7 of this ordinance, is of an accessory nature and carried out entirely within the building, and does not exceed 50% of the gross floor area	No	No	No	Yes	Yes	Yes	Yes	Yes
e. Other laboratories, shops or research facilities	No	No	No	No	No	Yes	Yes	Yes
<b>5. Retail Business and Consumer Service Establishment</b>								
a. Store for retail sale of merchandise where all display and sales are conducted within a building and where no manufacturing, assembly, or packaging occur on the premises	No	No	No	No	Yes	Yes	Yes	Yes
b. Place for the manufacture, assembly or packaging of consumer goods, provided that at least fifty percent of such merchandise is sold at retail on the premises and that all display and sales are conducted within a building	No	No	No	No	SP	Yes	Yes	Yes
c. Barber shop, beauty shop, laundry and dry-cleaning pickup agency, shoe repair, self-service laundry or other similar establishment	No	No	No	No	Yes	Yes	Yes	Yes

6.25 Required off-street parking facilities which after development are later dedicated to and accepted by the City and maintained by the City for off-street parking purposes shall be deemed to continue to serve the uses or structures to meet the requirements for which they were originally provided.

6.30 TABLE OF PARKING REQUIREMENTS

Off-street parking facilities shall be provided as follows:

Zoning District	Class of Allowed Use					
	Residence	Public Assembly	Institution	Retail & Office		Factory & Warehouse
	Minimum number spaces per group of dwelling units	Number seats requiring 1 space		Ground Floor	Other Level	
Res. A-1 Res. A-2 Res. B	1.0 per 1.0	5	600 s.f.	----	----	----
Res. C-1 Res. C-2 Office-1 Office-2 Bus. A Bus. A-1 Ind. A Ind. A-1 Open Space	1.0 per 1.0	8	1,000 s.f.	500 s.f.	1,000 s.f.	1,600 s.f.
Res. C-2A Res. C-3 Res. C-3A Office 3 Office 3A Ind. A-2 Ind. B-1 Ind. B Ind. C Bus. C	1.0 per 1.0	15	1,800 s.f.	900 s.f. <sup>(a)</sup>	1,800 s.f.	2,000 s.f.
Bus. B	1.0 per 1.0	15	----	----	----	----

6/12/78;  
12/11/78;  
2/12/79

Footnotes

(a) In a Residence C-3A District the minimum number of spaces for buildings consisting of principal uses specified in Section 4.34 and which have a minimum ratio of floor area to lot area of 1.25 or less, shall be 1.0 per 1800 sq. ft. of ground floor area.

	Open Space	Res. A 1&2	Res. B	Res. C 1, 2, 3, 2A, 3A	Off. 1, 2, 3, 3A	Bus. A-1	Bus. A	Bus. B	Bus. C	Ind. A-1, A-2	Ind. A	Ind. B-1	Ind. B	Ind. C
n. Bus or railroad passenger station	No	No	No	No	No	Yes	Yes	Yes	Yes	SP	Yes	Yes	Yes	Yes
o. Automobile parking lot or parking garage for private passenger cars, where not an accessory use, and no repairs, servicing, or sale of gasoline is carried out.	No	No	SP	SP	Yes	SP	SP	Yes	Yes	Yes	Yes	Yes	Yes	Yes
<b>4.34 Office and Laboratory Use</b>														
a. Office building or office use, provided there is no retail business, manufacturing or processing on the premises, except in industrial districts as permitted elsewhere in this Ordinance. (6/12/78)	No	No	No	No <sup>4</sup>	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
b. Place of business of a bank trust company or similar financial institution.	No	No	No	No <sup>4</sup>	Yes	Yes	Yes	Yes	Yes	Yes	Yes	SP	Yes	Yes
c. Radio and television studio	No	No	No	No <sup>4</sup>	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
d. Laboratories or research facilities provided they are operated for research purposes and provided that any manufacturing is of a type authorized as a matter of right under Section 4.37 of this ordinance, is of an accessory nature and carried out entirely within the building, and does not exceed 50% of the gross floor area.	No	No	No	No <sup>4</sup>	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
e. Other laboratories, shops and research facilities.	No	No	No	No <sup>4</sup>	No	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes

<sup>4</sup>Yes in a Residence C-3A district subject to the limitations specified in Section 5.31. (12/11/78)

**4.35 Retail Business and Consumer Service Establishment**

a. Store or retail sale of merchandise where all display and sales are conducted within a building or where a permit has been issued by City Council for an outdoor sale, and where no manufacturing assembly, or packaging occur on the premises, except in Industrial districts as permitted elsewhere in this Ordinance. (6/12/78)														
1. Establishment providing convenience goods such as drug stores, food stores, tobacco, newspaper and magazine stores, variety stores, and liquor stores, providing that the establishment is located in a structure also containing non-retail uses, and that no establishment shall exceed 2500 square feet gross floor area. (6/12/78)	No	No	No	No	No	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes
2. Other retail establishments (6/12/78) *In accordance with requirements of Section 12.70.	No	No	No	No	No	Yes	Yes	Yes	Yes	SP	Yes	No	Yes	PUD*

1977 zoning

ARTICLE 6.000 OFF-STREET PARKING AND LOADING REQUIREMENTS

- 6.10 PURPOSE AND INTENT OF PARKING REQUIREMENTS
- 6.20 APPLICATION OF PARKING REQUIREMENTS
- 6.30 TABLE OF PARKING REQUIREMENTS
- 6.40 STANDARDS FOR APPLYING PARKING REQUIREMENTS
- 6.50 LOCATION AND LAYOUT OF PARKING FACILITIES
- 6.60 PURPOSE AND INTENT OF LOADING REQUIREMENTS
- 6.70 APPLICATION OF LOADING REQUIREMENTS
- 6.80 TABLE OF LOADING REQUIREMENTS
- 6.90 LOCATION AND LAYOUT OF LOADING FACILITIES

6.10 PURPOSE AND INTENT OF PARKING REQUIREMENTS

6.11 It is the intention of this ordinance that all structures and land uses be provided eventually with sufficient off-street parking spaces to meet the needs of persons making use of such structures and land uses.

6.20 APPLICATION OF PARKING REQUIREMENTS

6.21 No permit shall be issued for the erection of a new structure, the enlargement of an existing structure or the development of a land use, unless the plans show the specific location and size of the off-street parking required to comply with the regulations set forth in this Article and the means of access to such space from public streets. In the event of the enlargement of an existing nonresidential structure, the regulations set forth in this Article shall apply only to the area added to the existing structures. No increase in the number of dwelling units in a dwelling shall be permitted unless the requirements set forth in this Article are met for all dwelling units (in existence and proposed) in the dwelling after the increase. However, off-street parking and loading facilities for uses in the Cambridge Center MXD District shall be governed by the requirements of Section 13.50 rather than by this Article.

10/31/77

6.22 Buildings and land uses in existence as of March 15, 1961 are not subject to these parking requirements, but any parking facilities thereafter established to serve such buildings or uses may not in the future be reduced below these requirements.

6.23 Where a building or land area is used by two or more activities that fall into different classes of use under Section 6.30 of this Article, the facilities required shall be the sum of the requirements for the individual establishments. Space occupied by accessory uses under Article 4.000 Section 4.21 should be considered in addition to residential space in computing the amount of parking space required.

6.24 Where the computation of required parking spaces results in a fractional number, only the fraction of one-half or more shall be counted as one.



Comm. Dev. ~~864-0450~~  
 498-9034  
 Tesso - 9042

City of Cambridge  
 Tesso - 9042

IN CITY COUNCIL  
 October 3, 1979

ORDERED:

That the Commissioner of Public Works be and hereby is authorized on the petition of R & J Bandar to construct a driveway over the sidewalk at the premises numbered 1968-1998 Massachusetts Avenue; said driveway to provide egress from and to a parking lot to be constructed at said premises as shown on a plan entitled "Developmental Resources" dated September 19, 1979 and on file in the Office of the City Clerk with the petition.

This authorization is granted subject to the following conditions and specifications:

1. That the driveway be constructed on the northerly side of the parking lot with access from Massachusetts Avenue in the general area of space #1, the precise location of the driveway to be determined by the Director of Traffic and Parking;
2. That the petitioner will provide sufficient fill to bring the proposed parking lot up to the same grade level as the existing sidewalk;
3. That a buffer fence be constructed between the parking lot and adjacent buildings in accordance with the requirements of the Zoning Ordinance;
4. That the petitioner present to the Community Development Department a plan of landscaping the area for their review and secure their approval of this plan prior to proceeding with the construction of the parking lot; and
5. That the petitioner restrict the parking lot to the use of the tenants occupying the premises numbered 1992-2006 Massachusetts Avenue, the premises being shown as Block 178, Lot 1 on the Assessors records at City Hall and that a key system or other suitable control be inaugurated to comply with this requirement.

In City Council October 3, 1979  
 Adopted by a ye and nay vote:  
 Yeas 7; Nays 0; Absent 2.  
 Attest: Paul E. Healy, City Clerk

A true copy,

ATTEST:

*Paul E. Healy*

#### 4.22 Offices in Residences

In a Residence C-2A or C-3 district, offices for physicians and dentists may be located on the first or second floor of a residential building where such office space does not exceed ten percent of the gross floor area of the building. In a Residence C-3A district, up to forty percent of the gross floor area of a residential building may be devoted to business and professional offices, but not technical offices.

2/12/7

12/11/71

#### 4.23 Temporary Buildings and Uses

The Superintendent of Buildings may grant a permit for a temporary building or use incidental to a building development, which does not comply with the provisions of this ordinance, where reasonably required for such development. Such permit may be issued for an initial period of not more than one year, and in the case of a building, only upon application accompanied by a bond and bill of sale to the City, effective in case the building is not removed prior to the expiration of the permit. Permits may be renewed by the Superintendent of Buildings for successive periods of not more than one year each, not to exceed a total of three years.

#### 4.24 Non Open Space Uses in Open Space Districts

6/12/7

The purpose of this section is to provide for public notification and review of governmental and institutional non-open space development statutorily exempt from prohibition in designated Open Space Districts. All uses in an Open Space District other than a park or recreation use permitted by subsection 4.331 shall comply with the procedural requirements of this subsection prior to the issuance of any building or special permit, variance or other approval or before conveyance of any lot within the district.

4.241 A report shall be submitted to the Planning Board and filed with the City Clerk by the agency or other party proposing such non-open space development or proposing to convey a lot. This report shall include the following information, as appropriate:

- (1) A map indicating the location and area of the land proposed for non-open space development or for conveyance.
- (2) A description of the proposed development and future use of the area including information concerning the proposed site plan, physical design, and user population.
- (3) An analysis of alternative sites for the development outside of the district.
- (4) Evaluation of the anticipated impacts of the development or property transfer on the remainder of the open space district, upon the ability of alternative park and recreation areas in the neighborhood and city to meet the needs served by the affected open space district which would be displaced by the proposed action, and upon other land uses in the neighborhood.
- (5) Any other information reasonably determined pertinent by the Planning Board.

# AVEROF

August 5, 1980

Mr. Charles Sprague  
Superintendent of Buildings  
City Hall  
Cambridge, MA 02139

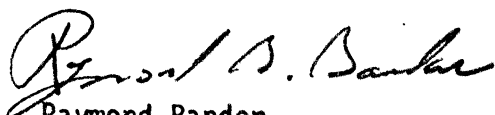
Dear Mr. Sprague:

I have made parking arrangements which I hope are satisfactory during the construction of my proposed office building at 1972 Massachusetts Avenue.

I shall use the parking at 33 Richdale Avenue (lease enclosed) as parking for my customers at Averof. I will use the present Averof parking at 1924 Massachusetts Avenue to accomodate my tenants at 2000 Massachusetts Avenue.

I appreciate your help and look forward to completing construction so that the parking in this area can finally be resolved in a satisfactory manner.

Very truly yours,

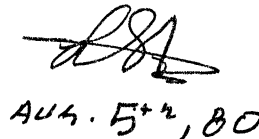


Raymond Bander  
Owner

cc: Richard Hogan

Enclosure

12 PARKING SPACES ARE ALLOCATED



AUG. 5<sup>th</sup>, 80

19. ~~DEFAULT AND BANKRUPTCY~~

DELETE

In the event that:

- (a) The LESSEE shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days after written notice thereof; or
- (b) The LESSEE shall default in the observance or performance of any other of the LESSEE's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or
- (c) The LESSEE shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of LESSEE's property for the benefit of creditors,

then the LESSOR shall have the right thereafter, while such default continues, to re-enter and take complete possession of the leased premises, to declare the term of this lease ended, and remove the LESSEE's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The LESSEE shall indemnify the LESSOR against all loss of rent and other payments which the LESSOR may incur by reason of such termination during the residue of the term. If the LESSEE shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on LESSEE's part to be observed or performed under or by virtue of any of the provisions in any article of this lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of six (6) per cent per annum and costs, shall be paid to the LESSOR by the LESSEE as additional rent.

20. NOTICE  
(fill in)

Any notice from the LESSOR to the LESSEE relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if left at the leased premises addressed to the LESSEE, or, if mailed to the leased premises, registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSEE. Any notice from the LESSEE to the LESSOR relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to the LESSOR by registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSOR at such address as the LESSOR may from time to time advise in writing. All rent and notices shall be paid and sent to the LESSOR at

33 RICHMOND AVE  
CAMBRIDGE, MA

21. SURRENDER

The LESSEE shall at the expiration or other termination of this lease remove all LESSEE's goods and effects from the leased premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the leased premises). LESSEE shall deliver to the LESSOR the leased premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the leased premises, in the same condition as they were at the commencement of the term, or as they were put in during the term hereof, reasonable wear and tear and damage by fire or other casualty only excepted. In the event of the LESSEE's failure to remove any of LESSEE's property from the premises, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to remove and store any of the property at LESSEE's expense, or to retain same under LESSOR's control or to sell at public or private sale, without notice any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

22. OTHER PROVISION

It is also understood and agreed that

LESSEE SHALL INSURE THAT  
GATES TO PARKING LOT IS  
LOCKED AFTER THEIR USE IN  
THE EVENINGS.

IN WITNESS WHEREOF, the LESSOR and LESSEE have hereunto set their hands and common seals this

4.24

day of August 19/1980

Crafton Wolfson  
LESSOR

Ronald B. ...  
LESSEE

contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers. The LESSEE shall on demand reimburse the LESSOR, and all other tenants, all extra insurance premiums caused by the LESSEE's use of the premises.

11. MAINTENANCE OF PREMISES

The LESSEE agrees to maintain the leased premises in the same condition as they are at the commencement of the term or as they may be put in during the term of this lease, reasonable wear and tear, damage by fire and other casualty only excepted, and whenever necessary, to replace plate glass and other glass therein, acknowledging that the leased premises are now in good order and the glass whole. The LESSEE shall not permit the leased premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste. LESSEE shall obtain written consent of LESSOR before erecting any sign on the premises.

12. ALTERATIONS-ADDITIONS

DELETE

The LESSEE shall not make structural alterations or additions to the leased premises, but may make non-structural alterations provided the LESSOR consents thereto in writing, which consent shall not be unreasonably withheld or delayed. All such allowed alterations shall be at LESSEE's expense and shall be in quality at least equal to the present construction. LESSEE shall not permit any mechanics' liens, or similar liens, to remain upon the leased premises for labor and material furnished to LESSEE or claimed to have been furnished to LESSEE in connection with work of any character performed or claimed to have been performed at the direction of LESSEE and shall cause any such lien to be released of record forthwith without cost to LESSOR. Any alterations or improvements made by the LESSEE shall become the property of the LESSOR at the termination of occupancy as provided herein.

13. ASSIGNMENT-SUBLEASING

DELETE

The LESSEE shall not assign or sublet the whole or any part of the leased premises without LESSOR's prior written consent, which consent shall not be unreasonably withheld or delayed. Notwithstanding such consent, LESSEE shall remain liable to LESSOR for the payment of all rent and for the full performance of the covenants and conditions of this lease.

14. SUBORDINATION

DELETE

This lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the property of which the leased premises are a part and the LESSEE shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage.

15. LESSOR'S ACCESS

The LESSOR or agents of the LESSOR may, at reasonable times, enter to view the leased premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as LESSOR should elect to do and may show the leased premises to others, and at any time within three (3) months before the expiration of the term, may affix to any suitable part of the leased premises a notice for letting or selling the leased premises or property of which the leased premises are a part and keep the same so affixed without hindrance or molestation.

16. INDEMNIFICATION AND LIABILITY (fill in)

The LESSEE shall save the LESSOR harmless from all loss and damage occasioned by the use or escape of water or by the bursting of pipes, as well as from any claim or damage resulting from neglect in not removing snow and ice from the roof of the building or from the sidewalks bordering upon the premises so leased, or by any nuisance made or suffered on the leased premises, unless such loss is caused by the neglect of the LESSOR. The removal of snow and ice from the sidewalks bordering upon the leased premises shall be LESSOR'S responsibility.

17. LESSEE'S LIABILITY INSURANCE (fill in)

The LESSEE shall maintain with respect to the leased premises and the property, of which the leased premises are a part, comprehensive public liability insurance in the amount of \$1,000,000 (ONE MILLION) with property-damage insurance in limits of \_\_\_\_\_ in responsible companies qualified to do business in Massachusetts and in good standing therein insuring the LESSOR as well as LESSEE against injury to persons or damage to property as provided. The LESSEE shall deposit with the LESSOR certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be cancelled without at least ten (10) days prior written notice to each assured named therein.

18. FIRE, CASUALTY-EMINENT DOMAIN

DELETE

Should a substantial portion of the leased premises, or of the property of which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, the LESSOR may elect to terminate this lease. When such fire, casualty, or taking renders the leased premises substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be made, and the LESSEE may elect to terminate this lease if:

- (a) The LESSOR fails to give written notice within thirty (30) days of intention to restore leased premises, or
- (b) The LESSOR fails to restore the leased premises to a condition substantially suitable for their intended use within ninety (90) days of said fire, casualty, or taking.

The LESSOR reserves, and the LESSEE grants to the LESSOR, all rights which the LESSEE may have for damages or injury to the leased premises for any taking by eminent domain, except for damage to the LESSEE's fixtures, property, or equipment.

STANDARD FORM COMMERCIAL LEASE

1. PARTIES  
(fill in)

CRAFTON WOLFSON

LESSOR, which expression shall include <sup>his</sup> heirs, successors, and assigns where the context so admits, does hereby lease to RAYMOND BANDAR / JOHN BANDAR / & EDMOND BANDAR  
LESSEE, which expression shall include <sup>their</sup> successors, executors, administrators, and assigns where the context so admits, and the LESSEE hereby leases the following described premises:

2. PREMISES  
(fill in and include, if applicable, suite number, floor number, and square feet)

PARKING LOT ADJACENT TO BUILDING AT 33 RICHDALE AVE. / CAMBRIDGE, MA.

together with the right to use in common, with others entitled thereto, the hallways, stairways, and elevators, necessary for access to said leased premises, and lavatories nearest thereto.

3. TERM  
(fill in)

The term of this lease shall be for 3 MONTHS (THREE) commencing on AUGUST 1, 1980 and ending on OCTOBER 31, 1980 & HEREFTER AS TO NANCY AT WILL

4. RENT  
(fill in)

The LESSEE shall pay to the LESSOR rent at the rate of \$400.00 (FORTY) DOLLARS per year, payable in advance in monthly installments of \$400.00 (FOUR HUNDRED)

5. SECURITY DEPOSIT  
(fill in)

Upon the execution of this lease, the LESSEE shall pay to the LESSOR the amount of \$1200.00 (TWELVE HUNDRED) dollars, which shall be held as a security for the LESSEE's performance as herein provided and refunded to the LESSEE at the end of this lease subject to the LESSEE's satisfactory compliance with the conditions hereof.

6. RENT ADJUSTMENT  
(fill in)

~~The LESSEE shall pay to the LESSOR as additional rent increase in operating expenses, defined for the purposes of this agreement as \_\_\_\_\_ per cent of any~~

~~DELETE~~

~~and \_\_\_\_\_ per cent of any increase in real estate taxes levied against the land and building, of which the leased premises are a part, over those incurred or levied during the calendar year ending \_\_\_\_\_. This increase shall be prorated should this lease terminate before the end of any calendar year. The LESSEE shall make payment within thirty (30) days of written notice from the LESSOR that such operating expenses, or increased taxes, are payable by the LESSOR.~~

7. UTILITIES  
(fill in or delete) and services

~~The LESSOR shall provide and LESSEE shall pay for all LESSEE's utilities, water and sewer use charges, except~~

~~DELETE~~

~~LESSOR agrees to furnish reasonable heat to the leased premises, the hallways, stairways, elevators, and lavatories during normal business hours on regular business days of the heating season of each year, to furnish elevator service and to light passageways and stairways during business hours, and to furnish such cleaning service as is customary in similar buildings in said city or town, all subject to interruption due to any accident, to the making of repairs, alterations or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service or supplies from the sources from which they are usually obtained for said building, or to any cause beyond the LESSOR's control.~~

8. USE OF LEASED PREMISES  
(fill in)

The LESSEE shall use the leased premises only for the purpose of PARKING DURING THE CONSTRUCTION OF THEIR BUILDING AT 1972 MASS. AVE. IN CAMBRIDGE, MA.

9. COMPLIANCE WITH LAWS

The LESSEE acknowledges that no trade or occupation shall be conducted in the leased premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any law or any municipal by-law or ordinance in force in the city or town in which the premises are situated.

10. FIRE INSURANCE

The LESSEE shall not permit any use of the leased premises which will make voidable any insurance on the property of which the leased premises are a part, or on the contents of said property, or which shall be

# COMMERCIAL LEASE FORM

Premises 33 RICHDALE AVE.  
CAMBRIDGE, MA.

Lessor CRAFTON WOLFSON

Lessee R.B. BANDAR skal.

\$ 400.<sup>00</sup>/<sub>100</sub> per month

\$ 4800.<sup>00</sup>/<sub>100</sub> per year

Term 3 mos. / mo. to mo.  
thereafter

Commencing August 1 1980

Expiring October 31 1980

FROM THE OFFICE OF

GALGAN R.E.

COMMERCIAL LEASE  
FORM

354-4500

35 RICHDALE AVE.  
CAMBRIDGE, MA

CRAFTON WOLFSON

Lessee P.B. BANDAR SINGH

\$ 400 <sup>00</sup>/<sub>100</sub> per month

\$ 4800 <sup>00</sup>/<sub>100</sub> per year

Term 3 mos. / mo. 1 mo. the rest per

Commencing August 1980

Expiring October 31 1980

Extend term for 3 months  
Nov. 1<sup>st</sup> thru Jan. 31, 1981  
Crafton Wolfson

FROM THE OFFICE OF

GALVIN F. E.

RENDER

CAMBRIDGE, MA

The LESSEE shall at the expiration or other termination of this lease remove all LESSEE's goods and effects from the leased premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the leased premises). LESSEE shall deliver to the LESSOR the leased premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the leased premises, in the same condition as they were at the commencement of the term, or as they were in during the term, except for reasonable wear and tear and damage by fire or other casualty only excepted. In the event of the LESSEE's failure to remove any of LESSEE's property from the premises, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to remove and store any of the property at LESSEE's expense, or to retain same under LESSOR's control or to sell at public or private sale, without notice any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

22. OTHER PROVISION

It is also understood and agreed that

LESSEE SHALL INSURE THAT GATE TO PARKING LOT IS LOCKED AFTER THEIR USE IN THE EVENINGS.

IN WITNESS WHEREOF, the LESSOR and LESSEE have hereunto set their hands and common seals this 4th day of August 1978

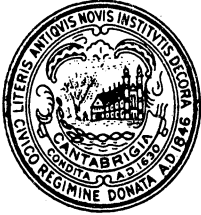
Crafton Wolfson  
LESSOR

Raymond B. Barber  
LESSEE

Term is hereby extended from Nov. 1, 1978 thru Jan. 31, 1981.

Crafton Wolfson

Raymond B. Barber



RECEIVED BY  
OFFICE OF CITY CLERK

CITY OF CAMBRIDGE

CAMBRIDGE, MASSACHUSETTS 02139  
Tel. 498-9011

12.

Nov 10 4 00 PM '80

CAMBRIDGE, MASS.

EXECUTIVE DEPARTMENT  
JAMES L. SULLIVAN  
City Manager

November 10, 1980

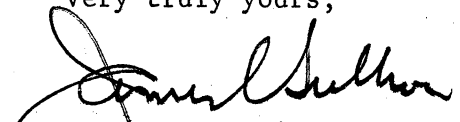
To the Honorable, the City Council:

I am enclosing herewith a detailed report from Charles F. Sprague, Building Commissioner, concerning the requirements for parking at 2000 Massachusetts Avenue and 1972 Massachusetts Avenue, which is a chronological description of the history of the building at 2000 Massachusetts Avenue and the lot at 1972.

It would appear that Mr. Bandar is currently conforming to the legal requirements for parking at these locations. There was a time when he was not conforming to the requirements established by the City Council with respect to the eleven cars parked at the lot which were displaced by the construction activity. The lease for 33 Richdale Avenue, which Mr. Bandar is using for valet parking, has been extended to January 31, 1981. This does not alleviate the parking problems in the area, but the requirements of the zoning regulations and the Council authorization seem to have been met.

I hope that this communication and the attached material from Mr. Sprague clarify what is a very vexing problem for the neighborhood because of the activities conducted by Mr. Bandar.

Very truly yours,



James L. Sullivan  
City Manager

JLS/mbf  
Encs.

RE: the parking requirements for the  
building at 2000 Mass. Ave. and the lot  
at 1972 Mass. Ave.

In City Council,

November 10, 1980

11/10/80

Placed on File

Copies to all who

were recorded-

AND NOTE TO ALL

CONCERNED WHETHER

A FURTHER HEARING

WILL BE IN ORDER -

Residents notified

11/13/80.