

GRANT OF EASEMENT

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R10.

CAMBRIDGE REDEVELOPMENT AUTHORITY, a public body, politic and corporate, duly organized and existing pursuant to the laws of The Commonwealth of Massachusetts, and having its usual place of business in Cambridge, Massachusetts, in consideration of ONE DOLLAR (\$1.00) paid, and for other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, assign, and transfer to the CITY OF CAMBRIDGE, a municipal corporation organized and existing under the laws of Massachusetts and having its mailing address at City Hall, 795 Massachusetts Avenue, Cambridge, Massachusetts, all of its right, title and interest in and to the easements reserved to Grantor in the areas identified as follows:

1. "Public Easement" identified in deed from Cambridge Redevelopment Authority to Wellington-Harrington Development Corporation, described in Document No. 529854 and noted on Certificate of Title No. 145638 which is filed in the Middlesex South Registry District of the Land Court at Book 858, Page 88. Said easement is shown on a plan entitled "Cambridge Redevelopment Authority, Wellington-Harrington Urban Renewal Area, Project No. Mass. R-108, Tract Disposition and Easement Plan, Block 32 - Tract Number 38," dated August 9, 1974, prepared by Fay, Spofford & Thorndike, Inc., Engineers, Boston, Mass., which plan is recorded with Middlesex South District Registry of Deeds at Book 12050, Page 530.
2. "Easement No. 1" identified in deed from Cambridge Redevelopment Authority to Wellington-Harrington Development Corporation, dated August 5, 1971, recorded with said Deeds at Book 12050,

See Plan

VOTE 625775

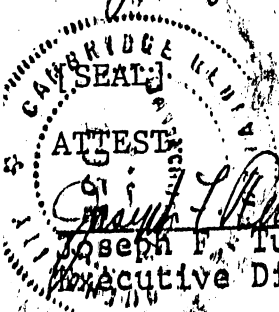
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625770

3. "Easement No. 1" and "Easement No. 2" identified in deed from Cambridge Redevelopment Authority to Walden Square Apartments Company, dated August 27, 1971, recorded with said Deeds at Book 12064, Page 316.

Included in the within grant, assignment and transfer are all of the Grantor's right, title and interest in and to sidewalks, curbs, trees, benches, underground utility lines, pipes, mains, sewers, and other systems and improvements installed in said easement areas.

WITNESS the execution hereof under seal the 27 day of July, 1982.



CAMBRIDGE REDEVELOPMENT AUTHORITY

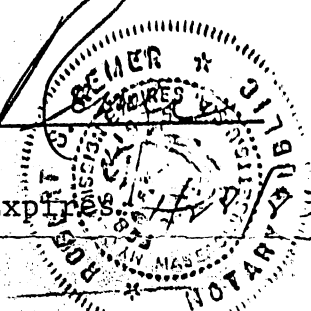
By: Thomas J. Murphy
Thomas J. Murphy
Vice-Chairman

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. July 27, 1982

Then personally appeared before me Thomas J. Murphy, Vice-Chairman of Cambridge Redevelopment Authority, and acknowledged the foregoing instrument to be the free act and deed of Cambridge Redevelopment Authority.

Robert A. [Signature]
Notary Public
My Commission Expires [Date]



~~BOTH WACOS~~ DOCUMENT NO. 625770

Endorsed By [Signature]
Checked By LABELLA



SO. MIDDLESEX LAND COURT
REGISTRY DISTRICT
RECEIVED FOR REGISTRATION

AT 2 H 55 M P M

JUL 28 1982

NOTED ON CERT. NO. 145638

REG. BK. 858 PAGE 88

CLERK gm JOHN F. ZAMPARELLI
ASSISTANT RECORDER

Ed Lo. ol



*Wellington-Harrington
Development Corporation
320 Cambridge St.
Cambridge, M. 02141*

8 X 11 01 P 1 0 1 1 0 0

CMC #13
City of Cambridge

MASSACHUSETTS

In City Council

June 28, 1982

742

	YEA	NAY	ABSENT	PRESENT
Mr. Daniel J. Clinton	✓			
Mr. Thomas W. Danehy			✓	
Mr. Francis H. Duchay	✓			
Ms. Sandra Graham			✓	
Mr. Leonard J. Russell	✓			
Mr. David E. Sullivan	✓			
Mr. Walter J. Sullivan	✓		✓	
Mr. Wylie	✓			
Mayor Vellucci	✓			

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7-0-2

CMC
CP
A



Cambridge Redevelopment Authority

336 Main Street
Cambridge, Massachusetts 02142
617 492 6800

June 24, 1982

Charles C. Nowiszewski
Chairman

Thomas J. Murphy
Vice Chairman

Frank S. Maragioglio
Treasurer

Gustave M. Solomons
Assistant Treasurer

Jacqueline S. Sullivan
Member

Joseph F. Tulimieri
Executive Director
and Secretary

Mr. Robert W. Healy
City Manager
City Hall
Cambridge, Massachusetts 02139

Re: Proposed Council Actions on Authority Dedications

Dear Mr. Healy:

As a part of the Cooperation Agreement by and between the City and the Authority, it is appropriate, at this time, for the City to accept certain dedications being offered by the Authority. Proposed Council actions are being prepared by the City Clerk's office for transmittal to the Council. Authority staff will be available to review this matter with the Council and will be prepared to answer any questions that may arise.

These dedications consisting of easements and deeds involve improvements constructed by the Authority as a part of various site preparation contracts previously approved by the City Manager and all affected City departments.

Also attached is a description of the specific improvements and a locational map.

A full set of easement(s) and deed(s) descriptions are being forwarded to the City Clerk and the City Solicitor.

Sincerely yours,

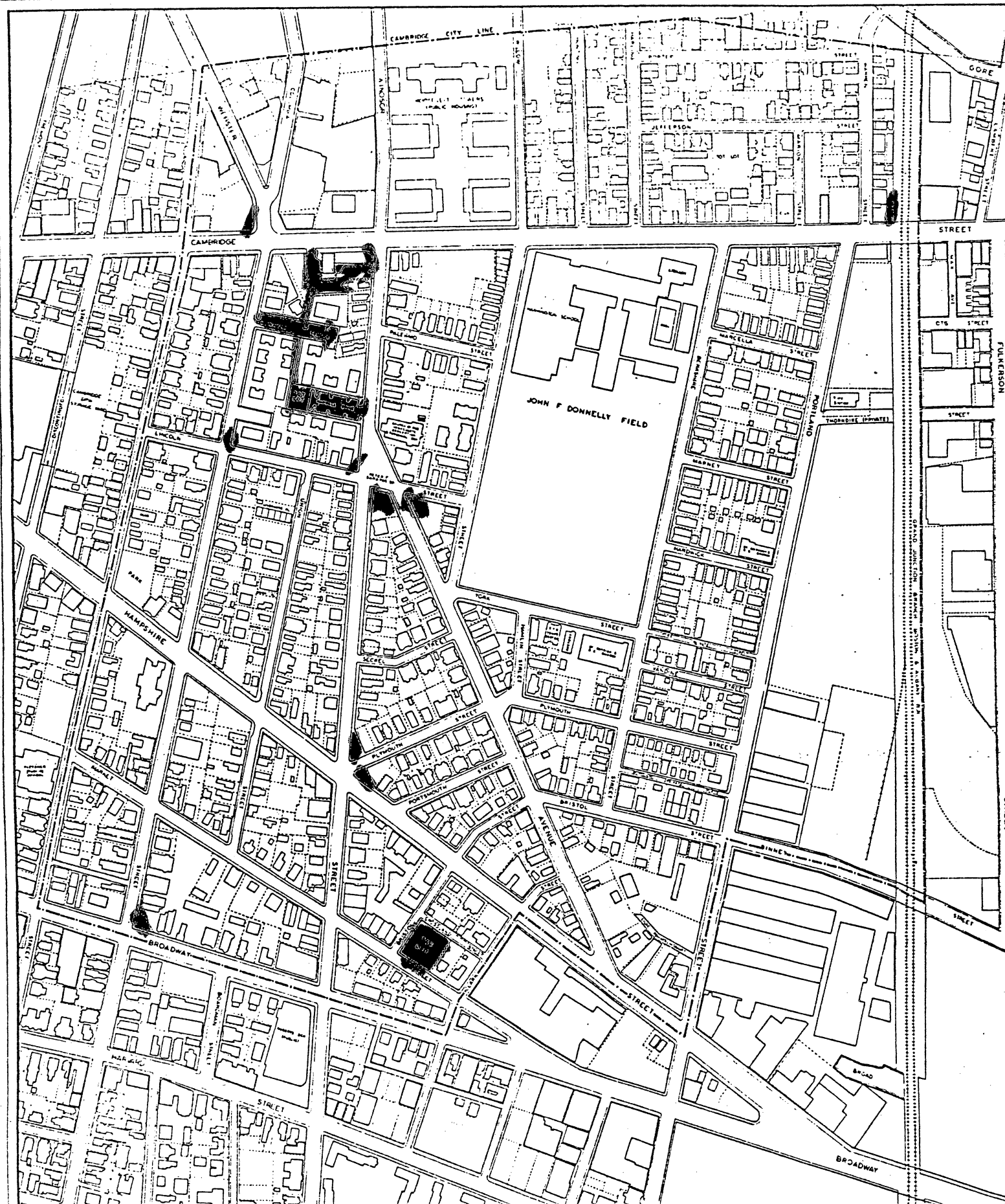
A handwritten signature in cursive script, reading "Joseph F. Tulimieri".

Joseph F. Tulimieri
Executive Director

JFT:eal

Enclosure

cc: Joseph E. Connarton (e)
Russell B. Higley (e)

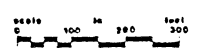


DEDICATION TRACTS

WELLINGTON-HARRINGTON
 URBAN RENEWAL AREA
 CAMBRIDGE REDEVELOPMENT AUTHORITY
 CAMBRIDGE MIDDLESEX COUNTY, MASS.
 MASS. R-108

JANUARY, 1978

PROJECT BOUNDARY





Cambridge Redevelopment Authority

336 MAIN STREET • CAMBRIDGE, MASSACHUSETTS 02142 • PHONE (617) 492-6800

To : Robert W. Healy
From : Joseph F. Tulimieri
Date : May 20, 1982
Re : Dedications to the City of Cambridge

In connection with the "dedication" of certain improvements to the City, the City Council must vote: (1) to accept 15 land transfers in fee simple and (2) to accept 3 easement grants. One of these dedications involves two additional actions: (1) to discontinue the "old" Webster Avenue and (2) to accept the "new" Webster Avenue. The Webster Avenue actions are after-the-fact technical actions and will not involve any actual street closing.

The sequence of events relative to the discontinuance of "old" Webster and the establishment of the "new" Webster Avenue is that first the City will discontinue that part of the "old" Webster Avenue which appears on the April 4, 1982 plan (Tract Disposition Plan, Tract 23) as Tracts 23F-6, 23F-9, 23F-11, 23F-12 and 23F-13. The City will retain Tract 23F-6 but would deed Tracts 23F-9, 23F-11, 23F-12 and 23F-13 to the Authority. The Authority in turn will convey Tracts 23F-7 and 23F-8 to the City and these two tracts, together with Tract 23F-6 retained by the City, will form a park at the corner of Lincoln and Windsor Streets. The Authority is also deeding Tract 23F-10 to the City to complete "new" Webster Avenue, which then runs to Lincoln Street.

All of the conveyances required on the part of the Authority are accomplished by the enclosed form of deed. The City Solicitor's office should prepare the City's documents (abandonment of "old" Webster Avenue, deed of Tracts 23F-9, 23F-11, 23F-12 and 23F-13, dedication of "new" Webster Avenue). We will follow-up directly with Russ and offer any assistance he may need in preparing these documents.

Enclosed is a proposed form of deed from the Authority to the City of Cambridge which conveys a number of parcels, all of which are described in Exhibit A to the deed and a proposed form of grant of easement, which transfers from the Authority to the City the Authority's rights in four separate easements, each of which is described in the grant.

(continued on next page...)

I am forwarding to you a copy of the vote taken by the Authority, approving the above.

Enclosure

cc: Mr. Joseph E. Connarton
Mr. Russell Higley
Ms. Joan Rastovica

DEED

CAMBRIDGE REDEVELOPMENT AUTHORITY, a public body, politic and corporate, duly organized and existing pursuant to the laws of The Commonwealth of Massachusetts and having its usual place of business in the City of Cambridge, County of Middlesex, Massachusetts, in consideration of One Dollar (\$1.00) and other valuable consideration paid, grants unto the CITY OF CAMBRIDGE, a municipal corporation in the County of Middlesex, Massachusetts (and having its address at City Hall, 795 Massachusetts Avenue, Cambridge, Massachusetts), with QUITCLAIM COVENANTS, the land in said Cambridge, together with any and all improvements erected thereon, described in EXHIBIT A attached hereto and made a part hereof.

The Grantee, for itself and its successors and assigns, hereby covenants and agrees that the Grantee, and such successors and assigns:

- (1) shall devote the granted premises to, and only to and in accordance with, the uses specified in the Urban Renewal Plan for the Wellington-Harrington Project, dated April, 1965, as the same has been and may from time to time be amended in accordance with the provisions therein contained, a copy of which Plan, as presently constituted, is on file in the office of the City Clerk of the City of Cambridge (hereinafter, as the same has been and may hereafter be amended, referred to as the "Urban Renewal Plan"); and
- (2) shall not discriminate upon the basis of race, color, religion, sex or national origin in the sale, lease, or rental or in the use or occupancy of the granted premises, or any improvements erected or to be erected thereon, or any part thereof.

The agreement and covenant in paragraph (1), and all rights and obligations under said agreement and covenant, shall be in force and effect until May 17, 1995; and the agreement and covenant in paragraph (2), and all rights and obligations under said agreement and covenant, shall be in force and effect until the expiration of one hundred (100) years from the date of this Deed; provided, however, that the foregoing provisions shall not abate, or be a ground for abatement of, any action, suit or other legal proceeding instituted prior to the termination of the agreements and covenants; and provided further that such agreements and covenants shall be binding upon the Grantee itself, each successor in interest to the granted premises, and every part thereof, and each party in possession or occupancy, respectively, only for such period as such successor or party shall have title to, or an interest in, or possession or occupancy of, the granted premises, or any part thereof. The terms "uses specified in the Urban Renewal Plan" and "land use" referring to provisions of the Urban Renewal Plan, or similar language, in this Deed shall include the land and all building and other requirements or restrictions of the Urban Renewal Plan pertaining to such land.

In amplification, and not in restriction, of the provisions hereof, it is intended and agreed that the Grantor, and its successors and assigns, shall be deemed beneficiaries of the agreements and

time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. The Grantor, its successors and assigns shall have the right, in the event of any breach of any such agreement or covenant, and the United States of America shall have the right in the event of any breach of the covenant provided in paragraph (2), to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

The agreements and covenants provided in the foregoing paragraphs (1) and (2), shall be covenants running with the land and they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise herein specifically provided, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the Grantor, its successors and assigns, and any successor in interest to the granted premises, or any part thereof, and the United States of America (in the case of the covenant provided in paragraph (2)), against the Grantee, its successors and assigns and every successor in interest to the granted premises, or any part thereof or any interest therein, and any party in possession or occupancy of the granted premises or any part thereof.

WITNESS the execution hereof under seal this _____ day of _____, 1982.

(Seal)
Attest:

CAMBRIDGE REDEVELOPMENT AUTHORITY
Grantor

Joseph F. Tulimieri,
Executive Director

By: _____
Charles C. Nowiszewski, Chairman

(Seal)
Attest:

CITY OF CAMBRIDGE
Grantee

City Clerk

By: _____
City Manager

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

, 1982

Then personally appeared the above-named Joseph F. Tulimieri, and acknowledged the foregoing instrument to be the free act and deed of Cambridge Redevelopment Authority, before me

Notary Public

Mr. Commissioner of Finance

EXHIBIT A

Tract 19A

The land shown as Tract 19A on a plan entitled "Cambridge Redevelopment Authority, Wellington-Harrington Urban Renewal Area, Project No. Mass. R-108, Tract Disposition Plan, Block 18-Tracts 19A and 19AF-1", dated September, 1972, prepared by Fay, Spofford & Thorndike, Inc., Engineers, Boston, Massachusetts, which plan is recorded with Middlesex South District Registry of Deeds at Book 14593 , Page 328 , and which land is more particularly bounded and described as follows:

Beginning at the intersection of the northerly line of Plymouth Street and the easterly line of Windsor Street; thence running

- | | |
|-----------------|---|
| N.15°-21'-09"E. | by Windsor Street, Eighty and 04/100 (80.04) feet to a point; thence turning and running |
| S.13°-39'-51"E. | by Tract 19AF-1 as shown on said plan, Seventy and 00/100 (70.00) feet to a point; thence turning and running |
| S.76°-20'-09"W. | by Plymouth Street, Thirty-Eight and 82/100 (38.82) feet to the point of beginning. |

Containing according to said plan 1,359 square feet of land.

Being a portion of the premises described in an Order of Taking by Cambridge Redevelopment Authority, dated June 3, 1970, recorded with said Deeds at Book 11840, Page 689.

Tract 19BF-1

The land shown as Tract 19BF-1 on a plan entitled "Cambridge Redevelopment Authority, Wellington-Harrington Urban Renewal Area, Project No. Mass. R-108, Tract Disposition Plan, Block 17, Tracts 19BF-1, 19BF-2, 19BF-3," dated May, 1976, prepared by Fay, Spofford & Thorndike, Inc., Engineers, Boston, Massachusetts,

which plan is recorded with Middlesex South District Registry of Deeds at Book 13706, Page 678, and which land is more particularly bounded and described as follows:

Beginning at a point of tangency on the southwesterly line of Plymouth Street, said point being S.76°-20'-09" W. Seventy-Seven and 25/100 (77.25) feet from a point on the southeasterly line of Plymouth Street which is a southwesterly corner of land now or formerly of George R. Senn, Jr. and Laura Louise Senn; thence running

N.76°-20'-09"E. by Plymouth Street, Seventeen and 67/100 (17.67) feet to a point; thence turning and running

S.13°-39'-51"E. by Tract 19BF-2 as shown on said plan, Fifty-Six and 86/100 (56.86) feet to a point; thence turning and running

N.42°-24'-29"W. by Hampshire Street, Fifty-One and 34/100 (51.34) feet to a point; thence turning and running

Northerly and
Northeasterly by Hampshire Street, by a curve to the right, the radius of which is Eight and 00/100 (8.00) feet, Sixteen and 58/100 (16.58) feet to the point of beginning.

Containing according to said plan 845 square feet of land.

Being the same premises conveyed to Grantor by deed of Henry J. Hoffman, dated April 8, 1970, recorded with Middlesex South District Registry of Deeds at Book 11818, Page 322.

Tract 3CF-2

The land shown as Tract 3CF-2 on a plan entitled "Cambridge Redevelopment Authority, Wellington-Harrington Urban Renewal Area, Project No. Mass. R-108, Disposition Plan, Tracts 3C, 3CF-1 and 3CF-2," dated December 1, 1981, prepared by Fay, Spofford & Thorndike, Inc., Engineers, Boston, Massachusetts, which plan is recorded with Middlesex South District Registry of Deeds herewith, and which land is more particularly bounded and described as follows:

Beginning at a point at the intersection of the southerly line of Cambridge Street and the westerly line of Windsor Street; thence running

S.15°-24'-35"W. by the westerly line of Windsor Street, Fifteen and 48/100 (15.48) feet to a point; thence turning and running

Northerly and
Northwesterly by Tract Number 3C as shown on said plan, by a curve to the left, the radius of which is Fourteen and 00/100 (14.00) feet, Twenty-Three and 39/100 (23.39) feet to a point; thence turning and running

S.80°-19'-53"E. by the southerly line of Cambridge Street, Fifteen and 48/100 (15.48) feet to the point of beginning.

Containing according to said plan 53 square feet of land, more or less.

Being a portion of the premises conveyed to Grantor by deed of Hannah Heffron, Trustee, dated December 2, 1970, recorded with Middlesex South District Registry of Deeds at Book 11926, Page 533.

Tract 3B

The land shown as Tract Number 3B on a plan entitled "Cambridge Redevelopment Authority, Wellington-Harrington Urban Renewal Area, Project No. Mass. R-108, Disposition Plan, Tract 3," dated May, 1977, prepared by Fay, Spofford & Thorndike, Inc., Engineers, Boston, Massachusetts, which plan is recorded with Middlesex South District Registry of Deeds as Plan Number 1319 of 1978, and which land is more particularly bounded and described as follows:

Beginning at a point, said point being S.15°-24'-35"W., Thirty-Four and 59/100 (34.59) feet from the intersection of the southerly line of Cambridge Street and the westerly line of Windsor Street; thence running

S.15°-24'-35"W. by the westerly line of Windsor Street, Forty-Six and 10/100 (46.10) feet to a point; thence turning and running

N.78°-26'-10"W. by land now or formerly of Emily Silva, Sixty-Five and 16/100 (65.16) feet to a point; thence turning and running

S.10°-19'-37"W. by land now or formerly of Emily Silva, Thirty-Five and 00/100 (35.00) feet to a point; thence turning and running

N.81°-02'-58"W. by land now or formerly of Harwell Homes, Inc., Ninety-Five and 53/100 (95.53) feet to a point; thence turning and running

S.22°-38'-41"W. by land now or formerly of Harwell Homes, Inc., Seventy-Five and 84/100 (75.84) feet to a point; thence turning and running

N.67°-21'-20"W. by Harrington Terrace, Eleven and 00/100 (11.00) feet to a point; thence turning and running

N.22°-38'-41"E. by land now or formerly of Sylvester Ferreira and Mary Ferreira and by Tract Number 3D as shown on said plan, Eighty and 18/100 (80.18) feet to a point; thence turning and running

N.26°-02'-58"W. by Tract Number 3D, Thirty-Seven and 30/100 (37.30) feet to a point; thence turning and running

N.22°-38'-41"E. by Tract Number 3A as shown on said plan, Nine and 69/100 (9.69) feet to a point; thence turning and running

N.11°-12'-10"E. by Tract Number 3A, Sixty-Seven and 92/100 (67.92) feet to a point; thence turning and running

S.80°-19'-53"E. by the southerly line of Cambridge Street, Fifty-Two and 02/100 (52.02) feet to a point; thence turning and running

S.11°-12'-10"W. by land now or formerly of John DaSilva and Gloria DaSilva, Seventy-Seven and 00/100 (77.00) feet to a point; thence turning and running

S.80°-18'-13"E. by land now or formerly of John DaSilva and Gloria DaSilva, Thirty-Nine and 00/100 (39.00) feet to a point; thence turning and running

N.10°-36'-23"E. by land now or formerly of John DaSilva and Gloria DaSilva, Forty-Six and 00/100 (46.00) feet to a point; thence turning and running

S.78°-26'-10"E. by Tract Number 3C as shown on said plan, One Hundred Three and 52/100 (103.52) feet to the point of beginning.

Containing according to said plan 13,710 square feet of land, more or less.

For Grantor's title see Orders of Taking by Cambridge Redevelopment Authority, recorded with Middlesex South District Registry of Deeds at Book 11605, Page 297, and Book 11659, Page 389, and filed with the land registration records as Document Nos. 461168 and 464492, respectively. See also two deeds from City of Cambridge recorded at Book 11913, Page 405, and Book 13510, Page 409.

Tract Number 3B contains the following parcels of registered land:

Lot 7

The land in Cambridge, Middlesex County, Massachusetts shown as Lot 7 on Land Court Plan 6358E which is filed with the Registry of Deeds for the South Registry District of Middlesex County in Registration Book 910, Page 142, with Certificate of Title No. 156092, being more particularly bounded and described as follows:

NORTHWESTERLY by Lot 11 on said plan, Fifty-Three and 13/100 (53.13) feet;

SOUTHEASTERLY AND NORTHEASTERLY by lands now or formerly of Mary A. Scanlon and Cambridge Redevelopment Authority, Seventy-Five and 08/100 (75.08) feet;

SOUTHERLY by said Cambridge Redevelopment Authority land, and by Lots 4 and 6 on said plan, Thirty-Three and 49/100 (33.49) feet;

SOUTHEASTERLY by said Lot 6, Ten and 64/100 (10.64) feet;

SOUTHEASTERLY again, Eleven and 25/100 (11.25) feet;

SOUTHWESTERLY by land now or formerly of Cambridge Redevelopment Authority, Three and 22/100 (3.22) feet;

NORTHWESTERLY by Lot 8 on said plan, Nineteen and 01/100 (19.01) feet;
SOUTHWESTERLY by said Lot 8, Thirty-Seven and 30/100 (37.30) feet; and
NORTHWESTERLY by Lot 9, on said plan, Thirty-Two and 44/100 (32.44) feet to the point of beginning.

Lot 11

The land in Cambridge, Middlesex County, Massachusetts, shown as Lot 11 on Land Court Plan 6358F which is filed with the Registry of Deeds for the South Registry District of Middlesex County in Registration Book 910, Page 142, with Certificate of Title No. 156092, being more particularly bounded and described as follows:

NORTHERLY by Cambridge Street, Fifty-Two and 02/100 (52.02) feet;
SOUTHEASTERLY by lands now or formerly of Mary A. Scanlon, Thirty-Six and 85/100 (36.85) feet;
SOUTHWESTERLY by Lot 7 as shown on said plan, Fifty-Three and 13/100 (53.13) feet; and
NORTHWESTERLY by Lot 10, as shown on said plan, Forty-Five and 17/100 (45.17) feet to the point of beginning.

For Grantor's title to Lots 7 and 11, see Certificate of Title No. 156092 filed in said Registry District at Book 910, Page 142.

Tract 2F-11

The land shown as Tract 2F-11 on a plan entitled "Cambridge Redevelopment Authority, Wellington-Harrington Urban Renewal Area, Project No. Mass. R-108, Tract Disposition and Easement Plan", dated August, 1971, prepared by Fay, Spofford & Thorndike, Inc., Engineers, Boston, Massachusetts, which plan is recorded with Middlesex South District Registry of Deeds at Book

12050, Page 294, and which land is more particularly bounded and described as follows:

Beginning at the intersection of the easterly line of Columbia Street and the northeasterly line of Lincoln Street; thence running

N.22°-38'-41"E. by Columbia Street, Fourteen and 91/100 (14.91) feet to a point; thence turning and running

SOUTHEASTERLY by a curve to the right with a radius of Fifteen and 00/100 (15.00) feet, by Tract 2 as shown on said plan, Twenty-Three and 47/100 (23.47) feet to a point; thence turning and running

N.67°-01'-09"W. by Lincoln Street, Fourteen and 91/100 (14.91) feet to the point of beginning.

Containing according to said plan 48 square feet of land.

For Grantor's title see Order of Taking by Cambridge Redevelopment Authority, dated November 20, 1968, recorded with Middlesex South District Registry of Deeds at Book 11605, Page 297.

Tract 2F-12

The land shown as Tract 2F-12 on a plan entitled "Cambridge Redevelopment Authority, Wellington-Harrington Urban Renewal Area, Project No. Mass. R-108, Tract Disposition and Easement Plan, dated August, 1971, prepared by Fay, Spofford & Thorndike, Inc., Engineers, Boston, Massachusetts, which plan is recorded with Middlesex South District Registry of Deeds at Book 12050, Page 294, and which land is more particularly bounded and described as follows:

Beginning at the intersection of the westerly line of Windsor Street and the northeasterly line of Lincoln Street; thence running

N.67°-01'-09"W. by Lincoln Street, Seventeen and 13/100 (17.13) feet to a point; thence turning and running

NORTHEASTERLY by a curve to the right with a radius of Fifteen and 00/100 (15.00) feet, by

Tract 2 as shown on said plan, Twenty-Five and 54/100 (25.54) feet to a point; thence turning and running

S.15°-24'-35"W. by Windsor Street, Seventeen and 19/100 (17.19) feet to the point of beginning.

Containing according to said plan 65 square feet of land.

For Grantor's title see Order of Taking by Cambridge Redevelopment Authority, dated June 3, 1970, recorded with Middlesex South District Registry of Deeds at Book 11840, Page 689.

Tract 23F-1

The land shown as Tract 23F-1 on a plan entitled "Cambridge Redevelopment Authority, Wellington-Harrington Urban Renewal Area, Project No. Mass. R-108, Tract Disposition Plan, Tract 23," dated April 4, 1982, prepared by Fay, Spofford & Thorndike, Inc., Engineers, Boston, Massachusetts, which plan is recorded herewith, and which land is more particularly bounded and described as follows:

Beginning at a point on the southerly line of Lincoln Street, said point being S.67°-39'-00"E. One Hundred Four and 41/100 (104.41) feet from the intersection of the easterly line of Windsor Street and the southerly line of Lincoln Street; thence running

S.68°-40'-26"E. by Lincoln Street, Fifty-Seven and 01/100 (57.01) feet to a point; thence turning and running

S.67°-39'-00"E. by Lincoln Street, Seven and 00/100 (7.00) feet to a point; thence turning and running

Westerly and Southerly by Tract 23F-5 as shown on said plan, by a curve to the left the radius of which is Seven and 00/100 (7.00) feet, Eleven and 00/100 (11.00) feet to a point; thence turning and running

S.22°-21'-00"W. by Tracts 23F-5, 23F-4, and 23F-3 as shown on said plan, Fifty-One and 28/100 (51.28) feet to a point; thence turning and running

Southerly and
Southeasterly

by Tracts 23F-3 and 23F-2 as shown on said plan, by a curve to the right, the radius of which is Seventy-Five and 00/100 (75.00) feet, Forty-Six and 86/100 (46.86) feet to a point; thence turning and running

N.13°-26'-47"W.

by Webster Avenue, One Hundred Nine and 71/100 (109.71) feet to a point; thence turning and running

N.22°-21'-00"E.

by Tract 23F-8 as shown on said plan, Five and 15/100 (5.15) feet to a point; thence turning and running

Northerly and
Westerly

by Tract 23F-8, by a curve to the left; the radius of which is Seven and 00/100 (7.00) feet, Eleven and 00/100 (11.00) feet to the point of beginning.

Containing according to said plan 2,450 square feet of land, more or less.

Being a portion of the premises described in a deed from Vera Urell to Cambridge Redevelopment Authority, dated July 16, 1968, recorded with Middlesex South District Registry of Deeds at Book 11541, Page 464.

TRACT 23F-8

The land shown as Tract 23F-8 on a plan entitled "Cambridge Redevelopment Authority, Wellington-Harrington Urban Renewal Area, Project No. Mass. R-108, Tract Disposition Plan, Tract 23, dated April 4, 1982, prepared by Fay, Spofford & Thorndike, Inc., Engineers, Boston, Massachusetts, which plan is recorded herewith, and which land is more particularly bounded and described as follows:

Beginning at a point on the southerly line of Lincoln Street, said point being S.67°-39'-00"E., One Hundred Four and 41/100 (104.41) feet from the intersection of the easterly line of Windsor Street and the southerly line of Lincoln Street; thence running

Easterly,
Southeasterly &
Southerly

by Tract 23F-1 as shown on said plan, by a curve to the right with a radius of Seven and 00/100 (7.00) feet, Eleven and 00/100 (11.00) feet to a point; thence turning and running

S.22°-21'-00"W.

by Tract 23F-1, Five and 15/100 (5.15) feet to a point; thence turning and running

N.13°-26'-47"W.

by Tract 23F-6 as shown on said plan, Fourteen and 98/100 (14.98) feet to a point; thence turning and running

S.67°-39'-00"E.

by the southerly line of Lincoln Street One and 77/100 (1.77) feet to the point of beginning.

Containing according to said plan 43 square feet of land, more or less

Being a portion of the premises described in a deed from Vera Urell to Cambridge Redevelopment Authority, dated July 16, 1968, recorded with Middlesex South District Registry of Deeds at Book 11541, Page 464.

TRACT 23F-7

The land shown as Tract 23F-7 on a plan entitled "Cambridge Redevelopment Authority, Wellington-Harrington Urban Renewal Area, Project No. Mass. R-108, Tract Disposition Plan, Tract 23", dated April 4, 1982, prepared by Fay, Spofford & Thorndike, Inc., Engineers, Boston, Massachusetts, which plan is recorded herewith and which land is more particularly bounded and described as follows:

Beginning at the intersection of the easterly line of Windsor Street and the southerly line of Lincoln Street; thence running

S.67°-39'-00"E.

by the southerly line of Lincoln Street, Forty-One and 00/100 (41.00) feet to a point; thence turning and running

S.13°-26'-47"E.

by Tract 23F-6 as shown on said plan, Sixty and 06/100 (60.06) feet to a point; thence turning and running

N.65°-48'-40"W. by Tract 23F-10 as shown on said plan, Seventy and 53/100 (70.53) feet to a point; thence turning and running

N.15°-27'-08"E. by the easterly line of Windsor Street Forty-Six and 80/100 (46.80) feet to the point of beginning.

Containing according to said plan 2,630 square feet of land, more or less.

For Grantor's title see deed of A. Bernard Shore, Trustee of Windsor Associates Trust to Cambridge Redevelopment Authority, which deed is dated July 16, 1970, and is recorded with Middlesex South District Registry of Deeds at Book 11861, Page 567.

Tract 25-D

The land shown as Tract 25-D on a plan entitled "Cambridge Redevelopment Authority, Wellington-Harrington Urban Renewal Area, Project No. Mass. R-108, Tract Disposition Plan, Tracts 25-B, 25-C, & 25-D," dated December, 1980, prepared by Fay, Spofford & Thorndike, Inc., Engineers, Boston, Massachusetts, which plan is recorded with Middlesex South District Registry of Deeds as Plan Number 994 of 1981, and which land is more particularly bounded and described as follows:

Beginning at a point, said point being the intersection of the northerly line of Cambridge Street and the westerly line of Webster Avenue; thence running

N.80°-19'-52"W. by the northerly line of Cambridge Street, Twenty-Five and 00/100 (25.00) feet to a point; thence turning and running

Easterly and Northerly by Tract 25-C as shown on said plan, by a curve to the left having a radius of Twelve and 00/100 (12.00) feet, Eighteen and 85/100 (18.85) feet to a point; thence turning and running

N.09°-40'-08"E. by Tract 25-C, Sixty-One and 31/100 (61.31) feet to a point; thence turning and running

Northwesterly by Tract 25-C, by a curve to the left having a radius of Ninety-Two and 00/100 (92.00) feet, Thirty-Seven and 08/100 (37.08) feet to a point; thence turning and running

S.13°-25'-33"E. by the westerly line of Webster Avenue, One Hundred Eleven and 04/100 (111.04) feet; thence turning and running

S.22°-38'-41"W. by the westerly line of Webster Avenue, Forty-One and 05/100 (41.05) feet to the point of beginning.

Containing according to said plan 1,338 square feet of land, more or less.

Being a portion of the premises described in a deed from Frank Salus and Esther Rosenberg to Cambridge Redevelopment Authority, dated November 16, 1973, recorded with Middlesex South District Registry of Deeds at Book 12554, Page 476; and Order of Taking by Cambridge Redevelopment Authority, dated February 8, 1974, recorded with said Deeds at Book 12591, Page 202.

Block 38-Parcel 3

The land in Cambridge together with the buildings thereon situate and numbered 90 Bristol Street, Cambridge, Middlesex County, Massachusetts which land is bounded and described as follows:

NORTHWESTERLY by Bristol Street, about 109 feet;

NORTHEASTERLY by Crossland Street, about 100 feet;

SOUTHEASTERLY by land now or formerly of Samuel Saunders, 109 feet; and

SOUTHWESTERLY by Market Street, 102 feet.

Containing 11,338 square feet of land.

The conveyance of this parcel of land is made subject to all easements and restrictions of record, if any there be, to the extent the same are in force and applicable.

Being the same premises conveyed to Grantor by deed of Central States Transportation Company, Inc., dated July 10, 1969, recorded with Middlesex South District Registry of Deeds at Book 11706, Page 453.

Tract 29F-2A

The land shown as Tract 29F-2A on a plan entitled "Cambridge Redevelopment Authority, Wellington-Harrington Urban Renewal Area, Project No. Mass. R-108, Disposition Plan, Tract 29", dated April 26, 1982 prepared by Fay, Spofford & Thorndike, Inc., Engineers, Boston, Massachusetts, which plan is recorded ^{herewith} with Middlesex South District Registry of Deeds at Book Page , and which land is more particularly bounded and described as follows:

Beginning at a point on the northerly sideline of Cambridge Street, said point being S.80°-29'-39"E. a distance of ~~Forty and no hundredths (40.00)~~ feet from the intersection of the easterly sideline of Warren Street and the northerly sideline of Cambridge Street;

Thence running N.10°-24'-01"E by land now or formerly of Cambridge Redevelopment Authority, a distance of ~~Fifty-two and no hundredths (52.00)~~ feet to a point;

Thence turning and running S.80°-29'-39"E. by Tract 29F-2A1 as shown on said plan, a distance of Eighteen and 29/100 (18.29) feet to a point;

Thence turning and running S.10°-46'-14"W. by land now or formerly of Joseph G. Ianelli, a distance of ~~Fifty-two and 01/100 (52.01)~~ feet to a point;

Thence turning and running N.80°-29'-39"W. by the northerly sideline of Cambridge Street, a distance of Seventeen and 95/100 (17.95) feet to the point of beginning.

Containing according to said plan 942 square feet of land, more or less.

Being a portion of the premises conveyed to Grantor by deed of Salvatore Macarelli, dated March 1, 1968, recorded with said Deeds at Book 11473, Page 597.

Tract 36F-1

The land shown as Tract 36F-1 on a plan entitled "Cambridge Redevelopment Authority, Wellington-Harrington Urban Renewal Area, Project No. Mass. R-108, Disposition Plan, Tract 36", dated April 12~~6~~ 1982 prepared by Fay, Spofford & Thorndike, Inc., ^{herewith} Engineers, Boston, Massachusetts, which plan is recorded with Middlesex South District Registry of Deeds at Book , Page , and which land is more particularly bounded and described as follows:

Beginning at a point, said point being S.80°-29'-39"E. a distance of ~~Fifty-seven and 95/100 (57.95)~~ feet from the intersection of the northerly sideline of Cambridge Street and the easterly sideline of Warren Street;

Thence running N.10°-46'-14"E. by land now or formerly of Conrail Transportation Company, a distance of ~~Fifty-two and 01/100 (52.01) (55.01)~~ feet to a point;

Thence turning and running S.80°-29'-39"E. by Tract 36F-2A as shown on said plan, a distance of Twenty-Seven and 54/100 (27.54) feet to a point;

Thence turning and running S.10°-48'-35"W. by land now or formerly of Cambridge Redevelopment Authority, a distance of ~~Fifty-two and 01/100 (52.01)~~ feet to a point;

Thence turning and running N.80°-29'-39"W. by the northerly line of Cambridge Street, a distance of Twenty-Seven and 50/100 (27.50) feet to the point of beginning.

Containing according to said plan 1,431 square feet of land, more or less.

Tract 36F-1 is conveyed subject to all easements and restrictions contained in the following two deeds: one, deed from New York Central Railroad Company, recorded with Middlesex South District Registry of Deeds at Book 11315, Page 569; and two, deed from Penn Central Company, recorded with said Deeds at Book 11621, Page 483.

Being a portion of the premises conveyed to Grantor by deed of Anthony J. Uglietto, Dominic R. Uglietto, and Salvatore R. Uglietto, recorded with said Deeds at Book 13920, Page 261.

GRANT OF EASEMENT

CAMBRIDGE REDEVELOPMENT AUTHORITY, a public body, politic and corporate, duly organized and existing pursuant to the laws of The Commonwealth of Massachusetts, and having its usual place of business in Cambridge, Massachusetts, in consideration of ONE DOLLAR (\$1.00) paid, and for other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, assign, and transfer to the CITY OF CAMBRIDGE, a municipal corporation organized and existing under the laws of Massachusetts and having its mailing address at City Hall, 795 Massachusetts Avenue, Cambridge, Massachusetts, all of its right, title and interest in and to the easements reserved to Grantor in the areas identified as follows:

1. "Public Easement" identified in deed from Cambridge Redevelopment Authority to Wellington-Harrington Development Corporation, described in Document No. 529854 and noted on Certificate of Title No. 145638 which is filed in the Middlesex South Registry District of the Land Court at Book 858, Page 88. Said easement is shown on a plan entitled "Cambridge Redevelopment Authority, Wellington-Harrington Urban Renewal Area, Project No. Mass. R-108, Tract Disposition and Easement Plan, Block 32 - Tract Number 38," dated August 9, 1974, prepared by Fay, Spofford & Thorndike, Inc., Engineers, Boston, Mass., which plan is recorded with Middlesex South District Registry of Deeds at Book 12050, Page 530.
2. "Easement No. 1" identified in deed from Cambridge Redevelopment Authority to Wellington-Harrington Development Corporation, dated August 5, 1971, recorded with said Deeds at Book 12050,

Sold to MARY FERRERIE
CERTIFICATE
OF
TITLE.

Book 910 Page 142

No. 156092

DATE OF REGISTRATION

September 8, 1978

[Signature]
Cambridge Redevelopment Authority
333...
Owner
[Signature], ... 0213

JOHN F. ZAMPARELLI, ESQ.
REGISTER OF DEEDS
ASSISTANT RECORDER
LAND COURT
MIDDLESEX SOUTH REGISTRY DISTRICT
CAMBRIDGE, MASS., 02141

IMPORTANT

* LAND REGISTRATION OFFICE
SOUTH REGISTRY DISTRICT OF MIDDLESEX COUNTY
(EAST) CAMBRIDGE, MASSACHUSETTS.

Note

This certificate must accompany every voluntary instrument relating to this property which is presented for registration at * this office.

This certificate should be mailed or delivered to * this office upon request when an involuntary instrument affecting this property is registered, so that the same may be noted hereon.

If this certificate is lost, a petition for a new one should be filed at once in the Land Court at Boston.

When a certificate owner dies, a petition for a new certificate after death should be filed in the Land Court at Boston, if the property goes to heirs or devisees.

Extract from Chapter 185, Section 46, of the General Laws, as amended.

Every petitioner receiving a certificate of title in pursuance of a decree of registration, and every subsequent purchaser of registered land taking a certificate of title for value and in good faith, shall hold the same free from all encumbrances except those noted on the certificate, and any of the following encumbrances which may be existing:

First, Liens, claims or rights arising or existing under the laws or constitution of the United States or the statutes of this commonwealth which are not by law required to appear of record in the registry of deeds in order to be valid against subsequent purchasers or encumbrances of record.

Second, Taxes, within two years after they have been committed to the collector.

Third, Any highway, town way, or any private way laid out under section twenty-one of chapter eighty-two, if the certificate of title does not state that the boundary of such way has been determined.

Fourth, Any lease for a term not exceeding seven years.

Fifth, Any liability to assessment for betterments or other statutory liability, except for taxes payable to the commonwealth, which attaches to land in the commonwealth as a lien; but if there are easements or other rights appurtenant to a parcel of registered land which for any reason have failed to be registered, such easements or rights shall remain so appurtenant notwithstanding such failure, and shall be held to pass with the land until cut off or extinguished by the registration of the servient estate, or in any other manner.

Sixth, Liens in favor of the United States for unpaid taxes arising or existing under the Internal Revenue Code of 1954 as amended from time to time. As amended St. 1963, c. 242, § 2.

Owner's Duplicate Certificate.

TRANSFER CERTIFICATE OF TITLE REGISTERED IN BOOK 910 PAGE 142

No. 156092

From Transfer Certificates Nos (89183) (August 1, 1956)
(131458) , Originally Registered (December 22, 1969), in Registration
Books (576) Page a { 33 }
(787) (108)

for the South Registry District of Middlesex County.

This is to Certify that

Cambridge Redevelopment Authority, a body politic and corporate,
organized under the laws of the Commonwealth of Massachusetts,

of Cambridge in the County of Middlesex and Commonwealth of Massachusetts,

is the owner in fee simple,

of that certain parcel of land

situate in Cambridge.

in the County of Middlesex and said Commonwealth, bounded and described as follows:

Northwesterly by lot 10 as shown on plan hereinafter mentioned,
eighteen and 23/100 feet;
Northeasterly by lot 11 on said plan, fifty-three and 13/100 feet;
Southeasterly and Northeasterly by lands now or formerly of Mary A.
Scanlon and of Cambridge Redevelopment Authority, seventy-five
and 08/100 feet;
Southerly by said Cambridge Redevelopment Authority land and by
lots 4 and 6 on said plan, thirty-three and 49/100 feet;
Southeasterly by said lot 6, ten and 64/100 feet;
Southeasterly again, eleven and 25/100 feet, and
Southwesterly, eighty-three and 50/100 feet, by said Cambridge
Redevelopment Authority land.

Said parcel is shown as lots 7, 8 and 9 on said plan, (Plan No. 6358E).

Also another certain parcel of land situate in said Cambridge, bounded and described
as follows:

Northerly by Cambridge Street, ninety-two and 30/100 feet;
Southeasterly by lands now or formerly of Mary A. Scanlon,
thirty-six and 85/100 feet;
Southwesterly by lot 7 as shown on plan hereinafter mentioned,

fifty-three and 13/100 feet;
Southeasterly by lot 9 on said plan, eighteen and 23/100 feet; and
Southwesterly by land now or formerly of Cambridge Redevelopment
Authority, fifty-six and 86/100 feet.

Said parcel is shown as lots 10 and 11 on said plan, (Plan No. 6358^F).

All of said boundaries are determined by the Court to be located as shown on subdivision plans, 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 910, Page 142, with Certificate 156092.

There is appurtenant to said lots 10 and 11 the right to have the building on said land which encroaches on said Cambridge Street, as shown on said plan, maintained as existing at date of original decree (May 15, 1917) so long as said building shall stand.

And it is further certified that said land is under the operation and provisions of Chapter 185 of the General Laws, and any amendments thereto, and that the title of said

Cambridge Redevelopment Authority

to said land is registered under said Chapter, subject, however, to any of the encumbrances mentioned in Section forty-six of said Chapter, and any amendments thereto, which may be subsisting, and subject also

WITNESS WILLIAM I. RANDALL, Esquire, Judge of the Land Court/ at Cambridge, in said County of

Middlesex, the eighth day of September the year nineteen hundred and seventy-eight
at 3 o'clock and 20 minutes in the after-noon.

Attest, with the Seal of said Court,

.....
Brian J. Connor
Acting Assistant Recorder

Address of owner : 336 Main Street, Cambridge, Mass.

Land Court Case No. 6358

Deed / Tract Num. 1 1

Walden Square Urban Renewal Area
Cambridge Redevelopment Authority

O.)
12064 / 316
plan is recorded
at P. 328

CAMBRIDGE REDEVELOPMENT AUTHORITY, a public body, politic and corporate, duly organized and existing pursuant to the laws of Massachusetts and having its usual place of business in the City of Cambridge, County of Middlesex, Massachusetts, in consideration of One Hundred Twelve Thousand Six Hundred Dollars (\$112,600.00) paid, grants unto WALDEN SQUARE APARTMENTS COMPANY, a limited partnership duly organized and existing under Chapter 109 of the General Laws of Massachusetts of which DCA Development Corporation, a Delaware Corporation, Cambridge Homes Corporation, a Massachusetts Corporation, and Interfaith Homes Corporation, a Massachusetts Corporation, are the general partners and having its address at Sears Crescent, Boston, Massachusetts, with QUITCLAIM COVENANTS, the land in said City of Cambridge, described as follows:

That certain parcel of land situated in Cambridge, Middlesex County, Massachusetts, identified as TRACT NUMBER 1 on a plan entitled "Cambridge Redevelopment Authority, Walden Square Urban Renewal Area, Project No. Mass. R-135, Tract Disposition and Easement Plan", by Fay, Spofford and Thorndike, Inc., Engineers, dated August , 1971 recorded with the Middlesex South District Registry of Deeds as Plan # of 1971, all as bounded and described in EXHIBIT A attached hereto and made a part hereof.

Reserving an Easement for the benefit of the Grantor, its successors and assigns, for the institution and maintenance of a public pedestrian way, water distribution lines, storm and sanitary sewers, a fire alarm system, and a private vehicular way in the area identified as EASEMENT NO. 1 on the above mentioned plan, all as bounded and described in EXHIBIT A attached hereto and made a part hereof.

Reserving an Easement for the benefit of the Grantor, its successors and assigns for the institution and maintenance of a public pedestrian way in the area identified as EASEMENT NO. 2 on the above-mentioned plan, all as bounded and described in EXHIBIT A attached hereto and made a part hereof.

The Grantee, for itself and its successors and assigns, hereby covenants and agrees that the Grantee, and its successors and assigns:

(1) shall devote the granted premises to, and only to and in accordance with, the uses specified in the Urban Renewal Plan for the Walden Square Project, dated March, 1969, and as the same has been and may from time to time be amended in accordance with the provisions therein contained, and a copy of which Plan, as presently constituted, is on file in the office of the City Clerk of the City of Cambridge (hereinafter, and as the same may hereafter be amended, referred to as the "Urban Renewal Plan");

(4) shall give preference in the selection of tenants for dwelling units built on the granted premises to families displaced from the Project Area (or from any other Urban Renewal Project Area for which an Urban Renewal Plan has been heretofore approved by the City Council of the City) because of clearance and redevelopment activity, who desire to live in such dwelling units and who will be able to pay rents or prices charged other families for similar or comparable dwelling units built as a part of the same redevelopment;

(5) shall make, or cause to be made, prompt payment of all money due and legally owing to all persons, firms and corporations with whom the Redeveloper shall have directly contracted and who are doing any work, furnishing any materials or supplies or renting any equipment to the Redeveloper in connection with the development, construction, furnishing, repair or reconstruction of any of the improvements required by the Land Disposition Contract (as hereinafter described) to be constructed upon the granted premises:

(6) shall permit representatives of the Grantor, the City of Cambridge and the United States of America access to the granted premises at all reasonable times which any of them deems necessary for the purposes of said Land Disposition Contract, the Cooperation Agreement between the City of Cambridge and the Grantor relating to the Walden Square Project or the Contract for Loan and Capital Grant between the United States of America and the Grantor relating to said Project, including, but not limited to, inspection of all work being performed in connection with the construction of said Improvements (and shall not charge or collect any compensation in any form for any such access);

(7) shall at all times until the Plan Expiration Date, keep the Improvements constructed on the granted premises in good and safe condition and repair and, in the occupancy, maintenance and operation of such Improvements and the granted premises, comply with all laws, ordinances, codes and regulations applicable thereto;

(8) after the Improvements constructed on the granted premises shall have been completed, shall not, without the prior written approval of the Grantor, reconstruct, demolish or subtract therefrom or make any additions thereto or extensions thereof which would result in significant structural or design changes to any of the Improvements;

(9) shall pay all reasonable costs and expenses of litigation, including attorneys' fees in reasonable amounts, which may be incurred by the Grantor in any proceeding brought to enforce compliance with the provisions of said Land Disposition Contract, to the extent the Grantor prevails:

(10) shall keep all of the insurable Improvements on the granted premises constituting a part of the real estate insured by fire and extended coverage insurance and additional risk insurance to the same extent and amount which is normally required by institutional

(11) shall file with the Grantor certificates of policies and renews thereof, required to be kept under the foregoing paragraph

(12) shall proceed promptly to establish and collect all valid claims which may have arisen against insurers or others based upon any damage or destruction to any Improvement constructed on the granted premises occurring prior to the expiration of the covenant and agreement set forth in this paragraph (12); shall use and expend the insurance money and any other proceeds so collected for the purpose of repairing or reconstructing the Improvement which have been destroyed or damaged to a condition at least comparable to that existing at the time of such damage or destruction or, as the Grantee may in its sole discretion elect, to the condition in which the Grantee was originally obligated under said Land Disposition Contract to construct such Improvements;

(13) shall commence to reconstruct, restore or repair any improvements on the granted premises which have been destroyed or damaged and which the Grantee is obligated to repair, restore or reconstruct in accordance with this Deed, within a period not to exceed six months after such destruction or damage and prosecute with dispatch such construction, restoration or repair to completion, such reconstruction, restoration or repair in any event to be completed within twenty-four months after the start thereof, unless the conditions then prevailing reasonably require a longer period, in which event such construction, restoration or repair need not be completed within twenty-four month period but may be completed within such longer period as the Grantee and the Grantor may agree upon in writing;

(14) shall, for a period of twenty years from the certification by the Grantor of the completion of the Improvements make available to low- or moderate-income families or individuals, as such terms are used in Section 107(a) of the Housing Act of 1949, as amended or its successor, for their occupancy under either a leased public housing program or a public rent supplementation program, or both at least twenty percent (20%) and no more than forty percent (40%) of all the dwelling units at the time constructed on the granted premises;

(15) shall not, without the prior written consent of the Grantor in each instance, transfer or otherwise dispose of the granted premises or the Improvements thereon or any part thereof prior to the expiration of twenty years after the certification by the Grantor of the completion of the Improvements on the granted premises or such part thereof, as the case may be, except to a limited dividend corporation, non-profit corporation or association, cooperative, or public body or agency, or purchaser or lessee approved under §107(a) of the Housing Act of 1949, as amended, or to individuals or associations of individuals or other entity or entities subject to the provisions of Chapter 121A of the Massachusetts General Laws, as amended, provided, however, that the foregoing provisions shall not prohibit the leasing of individual dwelling units to the occupants thereof

tions under said agreements and covenants, shall be in force and effect until the expiration of one hundred (100) years from the date of this deed; provided, however, that the foregoing provisions shall not abate, or be a ground for abatement of, any action, suit, or other legal proceeding instituted prior to the termination of the agreements and covenants; and provided further that such agreements and covenants shall be binding on the Grantee, itself each successor in each part in possession or occupancy, respectively, only for such period as such successor or party shall have title to, or an interest in, or possession or occupancy of, the granted premises, or part thereof. The terms "uses specified in the Urban Renewal Plan" and "land use" referring to provisions of the Urban Renewal Plan, or similar language in this Deed shall include the land and all building, housing, and other requirements or restrictions of the Urban Renewal Plan pertaining to such land.

In amplification, and not in restriction, of the provisions hereof and of said Land Disposition Contract, it is intended and agreed that the Grantor, and its successors and assigns, and the City of Cambridge, shall be deemed beneficiaries of the agreements and covenants provided in the foregoing paragraphs (1) to (15), both inclusive, and the United States of America shall be deemed a beneficiary of the covenants provided in paragraph (2), (3), and (6), both for and in their or its own right and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall run in favor of the Grantor, its successors and assigns, the City of Cambridge, and the United States of America, for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the Grantor, its successors and assigns, the City of Cambridge, or the United States of America has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. The Grantor, its successors and assigns and the City of Cambridge shall have the right, in the event of any breach of any such agreement or covenant, and the United States of America shall have the right in the event of any breach of the covenants provided in paragraphs (2), (3), or (6), to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

The agreements and covenants provided in the foregoing paragraphs (1) to (15), both inclusive, shall be covenants running with the land and they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise herein specifically provided, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the Grantor, its successors and assigns, the City of Cambridge, and any successor in interest to the granted premises, or any part thereof, and the United States of America, (in the case of the covenants provided in paragraphs (2), (3), and (6)).

This conveyance is made subject also to the additional covenants of the Grantee with respect to the granted premises and the terms and conditions set forth in a Land Disposition Contract, dated 1971, between the Grantor and the Grantee for the sale and redevelopment of the granted premises (a copy of which Land Disposition Contract is on file with the City Clerk of the City of Cambridge), which provides, among other things, for the submission of certain construction plans and evidence of financing ability, for the prompt commencement and diligent prosecution to completion of certain improvements, against certain transfers and encumbrances prior to such completion, and for remedies including a right of termination and re-vesting in favor of the Grantor of the title of the granted premises (together with all improvements thereon), re-entry and reconveyance in the event of certain defaults, failures, violations, actions or inactions, all of which agreements, terms and conditions survive the delivery of this deed and are binding upon all persons dealing with granted premises and enforceable by the Grantor, and its successors and assigns, as though said Land Disposition Contract were recorded herewith; and this conveyance is made upon the condition subsequent that in the event of any such default, failure, violation or other action or inaction entitling the Grantor to re-entry upon and reconveyance of the granted premises (together with all improvements thereon) as provided in said Land Disposition Contract, the Grantor at its option, may also declare a termination in favor of the Grantor of the title, and of all the rights and interest, in the granted premises hereby conveyed to the Grantee (together with all improvements thereon) and that such title, and all rights and interests of the Grantee, and any assigns or successor in interest, in the granted premises, shall thereupon revert to the Grantor; provided, however, that any such re-vesting of title, re-entry or reconveyance shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way any existing building loan agreement, mortgage or lease authorized by said Land Disposition Contract, or any rights or interest provided in said Land Disposition Contract for the protection of the holders thereof.

LEGAL DESCRIPTION
 TRACT NUMBER 1
 WALDEN SQUARE URBAN RENEWAL AREA PROJECT NO. MASS. R-135
 CAMBRIDGE, MASSACHUSETTS

FHA Project No. 023-44041LD

That certain parcel of land situated in Cambridge, Middlesex County, Massachusetts, identified as TRACT NUMBER 1 on a plan entitled "Cambridge Redevelopment Authority, Walden Square Urban Renewal Area, Project No. Mass. R-135, Tract Disposition and Easement Plan", by Fay, Spofford and Thorndike, Inc., Engineers, dated August , 1971 recorded with the Middlesex South District Register of Deeds as Plan # of 1971, and bounded as described as follows:

Beginning at a point, said point being the intersection of the westerly side line of Raymond Street and the northerly property line of land now or formerly of Leo and Rosemary Bertoli;

Thence, turning and running S66°-46'-30"W by land now or formerly of Leo and Rosemary Bertoli, a distance of eighty-six and no hundredths (86.00) feet to a point;

Thence, turning and running S23°-13'-30"E again by land now or formerly of Leo and Rosemary Bertoli, by land now or formerly of Rita M. and Allen B. Macgillivray and by land now or formerly of Domenic Spartichino, a distance of one hundred sixty-one and seventy-four hundredths (161.74) feet to a point;

Thence, turning and running S63°-59'-13"W by land now or formerly of Cambridge Housing Authority, a distance of one hundred ninety-seven and forty-two hundredths (197.42) feet to a point;

Thence, turning and running N26°-04'-50"W by Tract 2 as shown on plan hereinafter described, a distance of one hundred forty and ten hundredths (140.10) feet to a point;

Thence, turning and running S63°-55'-10"W again by Tract 2 as shown on plan hereinafter described, a distance of eighty-four and no hundredths (84.00) feet to a point;

Thence, turning and running N26°-04'-50"W by Tract 4 as shown on plan hereinafter described, a distance of twenty-five and no hundredths (25.00) feet to a point;

Thence, turning and running N86°-04'-50"W again by Tract 4 as shown on plan hereinafter described and by land now or formerly of Cambridge Friends

Thence, turning and running $S65^{\circ}-36'-32''W$ again by land now or formerly of Max Wasserman, a distance of fourteen and thirty-eight hundredths (14.38) feet to a point;

Thence, turning and running $N26^{\circ}-07'-49''W$ again by land now or formerly of Max Wasserman, a distance of one hundred forty-three and forty-four hundredths (143.44) feet to a point;

Thence, turning and running $N75^{\circ}-12'-28''W$ again by land now or formerly of Max Wasserman, a distance of eighty-five and sixty-one hundredths (85.61) feet to a point;

Thence, turning and running $N02^{\circ}-26'-18''W$ by land now or formerly of Anthony P. DiNardo, a distance of forty-two and fifty hundredths (42.50) feet to a point;

Thence, turning and running $S87^{\circ}-33'-42''W$ again by land now or formerly of Anthony P. DiNardo, a distance of eighty and no hundredths (80.00) feet to a point;

Thence, turning and running $N02^{\circ}-26'-18''W$ along the easterly side line of Sherman Street, a distance of ninety and no hundredths (90.00) feet to a point;

Thence, turning and running $N87^{\circ}-33'-42''E$ by land now or formerly of Cambridge Electric Light Co., a distance of ninety-five and no hundredths (95.00) feet to a point;

Thence, turning and running $N02^{\circ}-26'-18''W$ again by land now or formerly of Cambridge Electric Light Co., a distance of eighty-eight and fifty hundredths (88.50) feet to a point;

Thence, turning and running $N87^{\circ}-33'-42''E$ by land now or formerly of Ancient Filomena and Blair Place (a private way), a distance of one hundred thirty-five and no hundredths (135.00) feet to a point;

Thence, turning and running $N02^{\circ}-26'-18''W$ by the easterly side line of Blair Place (a private way), a distance of fourteen and eighty-nine hundredths (14.89) feet to a point;

Thence, turning and running $N87^{\circ}-33'-42''E$, by land now or formerly of Blanche M. McGuinness, a distance of one hundred forty and no hundredths (140.00) feet to a point;

Thence, turning and running $N02^{\circ}-26'-18''W$ again by land now or formerly of Blanche M. McGuinness, a distance of fifty-six and no hundredths (56.00) feet to a point;

Thence, turning and running $S79^{\circ}-25'-19''E$ by Tract 3, as shown on plan hereinafter described, a distance of six hundred sixty-six and thirty-five hundredths (666.35) feet to a point;

Thence, turning and running $S23^{\circ}-13'-30''E$ along the westerly side line of Raymond Street, a distance of

EXHIBIT "A" (continued)
FIA Project No. 023-440LLD
Easement No. 1-Legal Description

Said TRACT NUMBER 1 is subject to an Easement for the benefit of the Grantor, its successors and assigns, for the installation and maintenance of a public pedestrian way, water distribution lines, storm and sanitary sewers, a fire alarm system, and a private vehicular way, in the area identified as EASEMENT NO. 1 on the plan hereinafter referred to, said EASEMENT NO. 1 area being bounded and described as follows:

That certain parcel of land situated in Cambridge, Middlesex County, Massachusetts, identified as EASEMENT NO. 1 on a plan entitled "Cambridge Redevelopment Authority, Walden Square Urban Renewal Area, Project No. Mass. R-135, Tract Disposition and Easement Plan", by Fay, Spofford and Thorndike, Inc., Engineers, dated August , 1971 recorded with the Middlesex South District Registry of Deeds as Plan # of 1971, and bounded as described as follows:

Beginning at a point, said point being the intersection of the westerly side line of Raymond Street and the northerly property line of land now or formerly of Leo and Rosemary Bertoli;

Thence, turning and running S66°-46'-30"W by land now or formerly of Leo and Rosemary Bertoli, a distance of eighty-six and no hundredths (86.00) feet to a point;

Thence, turning and running S23°-13'-30"E again by land now or formerly of Leo and Rosemary Bertoli, by land now or formerly of Rita M. and Allen B. Macgillivray and by land now or formerly of Domenic Spartichino, a distance of one hundred sixty-one and seventy-four hundredths (161.74) feet to a point;

Thence, turning and running S63°-59'-13" W by land now or formerly of Cambridge Housing Authority, a distance of one hundred one and twelve hundredths (101.12) feet to a point;

Thence, turning and running N23°-13'-30" W by Tract 1, as shown on plan hereinafter described, a distance of two hundred seventy-five and sixty-six hundredths (275.66) feet to a point;

Thence, turning and running S66°-46'-30" W again by Tract 1, as shown on plan hereinafter described, a distance of forty-eight and no hundredths (48.0) feet to a point;

Thence, turning and running $S63^{\circ}-59'-13''$ W again by land now or formerly of Cambridge Housing Authority, a distance of ninety-six and thirty hundredths (96.30) feet to a point;

Thence, turning and running $N26^{\circ}-04'-50''$ W by Tract 2, as shown on plan hereinafter described, a distance of one hundred forty and ten hundredths (140.10) feet to a point;

Thence, turning and running $S63^{\circ}-55'-10''$ W again by Tract 2, as shown on plan hereinafter described, a distance of twenty and forty-nine hundredths (20.49) feet to a point;

Thence, turning and running $N02^{\circ}-26'-18''$ W by Tract 1, as shown on plan hereinafter described, a distance of fifty and seventy hundredths (50.70) feet to a point;

Thence, turning and running $S87^{\circ}-33'-42''$ W again by Tract 1, as shown on plan hereinafter described, a distance of one hundred fifty and sixty-seven hundredths (150.67) feet to a point;

Thence, turning and running $N02^{\circ}-26'-18''$ W again by Tract 1, as shown on plan hereinafter described, a distance of five and no hundredths (5.00) feet to a point;

Thence, turning and running $S87^{\circ}-33'-42''$ W again by Tract 1, as shown on plan hereinafter described, a distance of one hundred forty-seven and sixty-seven hundredths (147.67) feet to a point;

Thence, turning and running $N02^{\circ}-26'-18''$ W again by Tract 1, as shown on plan hereinafter described, a distance of two and seventy-five hundredths (2.75) feet to a point;

Thence, turning and running $S87^{\circ}-33'-42''$ W again by Tract 1, as shown on the plan hereinafter described, a distance of sixty-four and no hundredths (64.00) feet to a point;

Thence, turning and running $S02^{\circ}-26'-18''$ E again by Tract 1, as shown on the plan hereinafter described, a distance of forty and ninety two hundredths (40.92) feet to a point;

Thence, turning and running $S87^{\circ}-33'-42''$ W again by Tract 1, as shown on plan hereinafter described, a distance of one hundred fifty-three and sixty-seven hundredths (153.67) feet to a point;

Thence, turning and running $N02^{\circ}-26'-18''$ W again by Tract 1, as shown on plan hereinafter described, a distance of twenty-four and forty-two hundredths (24.42) feet to a point;

Thence, turning and running $S37^{\circ}-33'-42''$ W again by Tract 1, as shown on plan hereinafter described, a distance of twenty-eight and sixty-seven hundredths (28.67) feet to a point;

Thence, turning and running N26°-07'-49" W by land now or formerly of Max Wasserman, a distance of thirty-two and twenty-eight hundredths (32.28) feet to a point;

Thence, turning and running N75°-12'-28" W again by land now or formerly of Max Wasserman, a distance of eighty-five and sixty-one hundredths (85.61) feet to a point;

Thence, turning and running N02°-26'-18" W by land now or formerly of Anthony P. DiNardo, a distance of forty-two and fifty hundredths (42.50) feet to a point;

Thence, turning and running S87°-33'-42" W again by land now or formerly of Anthony P. DiNardo, a distance of eighty and no hundredths (80.00) feet to a point;

Thence, turning and running N02°-26'-18" W by the easterly side line of Sherman Street, a distance of sixty-five and no hundredths (65.00) feet to a point;

Thence, turning and running N87°-33'-42" E by Tract 1, as shown on plan hereinafter described, a distance of one hundred forty-two and no hundredths (142.00) feet to a point;

Thence, turning and running S02°-26'-18" E again by Tract 1, as shown on plan hereinafter described, a distance of one hundred five and fifty hundredths (105.50) feet to a point;

Thence, turning and running N87°-33'-42" E again by Tract 1, as shown on plan hereinafter described, a distance of thirty-five and thirty-three hundredths (35.33) feet to a point;

Thence, turning and running N02°-26'-18" W again by Tract 1, as shown on plan hereinafter described, a distance of fifteen and no hundredths (15.00) feet to a point;

Thence, turning and running N87°-33'-42" E again by Tract 1, as shown on plan hereinafter described, a distance of eighty and seventeen hundredths (80.17) feet to a point;

Thence, turning and running S02°-26'-18" E again by Tract 1, as shown on plan hereinafter described, a distance of fifteen and no hundredths (15.00) feet to a point;

Thence, turning and running N87°-33'-42" E again by Tract 1, as shown on plan hereinafter described, a distance of thirty-five and thirty-three hundredths (35.33) feet to a point;

Thence, turning and running N02°-26'-18" W again by Tract 1, as shown on plan hereinafter described, a distance of nineteen and fifty hundredths (19.50) feet to a point;

Thence, turning and running $N87^{\circ}-33'-42''$ E again by Tract 1, as shown on plan hereinafter described, a distance of eighty and seventeen hundredths (80.17) feet to a point

Thence, turning and running $S02^{\circ}-26'-18''$ E again by Tract 1, as shown on plan hereinafter described, a distance of fifteen and no hundredths (15.00) feet to a point;

Thence, turning and running $N87^{\circ}-33'-42''$ E again by Tract 1, as shown on plan hereinafter described, a distance of thirty-five and thirty-three hundredths (35.33) feet to a point;

Thence, turning and running $N02^{\circ}-26'-18''$ W again by Tract 1, as shown on plan hereinafter described, a distance of forty-one and fifty hundredths (41.50) feet to a point;

Thence, turning and running $N87^{\circ}-33'-42''$ E again by Tract 1, as shown on plan hereinafter described, a distance of seventy-seven and no hundredths (77.00) feet to a point;

Thence, turning and running $S02^{\circ}-26'-18''$ E again by Tract 1, as shown on plan hereinafter described, a distance of thirty-eight and fifty hundredths (38.50) feet to a point;

Thence, turning and running $N87^{\circ}-33'-42''$ E again by Tract 1, as shown on plan hereinafter described, a distance of seventy-four and seventeen hundredths (74.17) feet to a point;

Thence, turning and running $N02^{\circ}-26'-18''$ W again by Tract 1, as shown on plan hereinafter described, a distance of fifteen and thirty-three hundredths (15.33) feet to a point;

Thence, turning and running $N87^{\circ}-33'-42''$ E again by Tract 1, as shown on plan hereinafter described, a distance of twenty-eight and thirty-three hundredths (28.33) feet to a point;

Thence, turning and running $N02^{\circ}-26'-18''$ W again by Tract 1, as shown on plan hereinafter described, a distance of one hundred thirty-six and sixty-six hundredths (136.66) feet to a point;

Thence, turning and running $N51^{\circ}-39'-05''$ W again by Tract 1, as shown on plan hereinafter described, a distance of sixty-three and eighty-three hundredths (63.83) feet to a point;

Thence, turning and running $S79^{\circ}-25'-19''$ E by Tract 3, as shown on plan hereinafter described, a distance of three hundred thirty-nine and ten hundredths (339.10) feet to a point;

Thence, turning and running $S23^{\circ}-13'-30''$ E by the westerly side line of Raymond Street, a distance of seventy and no hundredths (70.00)

EXHIBIT "A" (continued)
FHA Project No. 023-4401LD
Easement No. 2-Legal Description

Said Tract Number 1 is subject to an Easement for the benefit of the Grantor, its successors and assigns for the installation and maintenance of a public pedestrian way in the area identified as EASEMENT NO. 2 on the plan hereinafter referred to, said EASEMENT NO. 2 area being bounded and described as follows:

That certain parcel of land situated in Cambridge, Middlesex County, Massachusetts, identified as EASEMENT NO. 2 on a plan entitled "Cambridge Redevelopment Authority, Walden Square Urban Renewal Area, Project No. Mass. R-135, Tract Disposition and Easement Plan", by Fay, Spofford and Thorndike, Inc., Engineers, dated August , 1971 recorded with the Middlesex South District Registry of Deeds as Plan # of 1971, and bounded as described as follows:

Beginning at a point, said point being $S63^{\circ}-59'-13''W$ a distance of one hundred one and twelve hundredths (101.12) feet and $N23^{\circ}-13'-30''W$ a distance of one hundred eighty-three and eighty-three hundredths (183.83) feet respectively from the intersection of the property line of land now or formerly of Cambridge Housing Authority and the westerly property line of land now or formerly of Domenic Spartichino;

Thence, turning and running $S66^{\circ}-46'-30''W$ by Tract 1 as shown on the plan hereinafter described, a distance of forty-eight and no hundredths (48.00) feet to a point;

Thence, turning and running $N23^{\circ}-13'-30''W$ again by Tract 1 as shown on the plan hereinafter described, a distance of ten and eight hundredths (10.08) feet to a point;

Thence, turning and running $N66^{\circ}-46'-30''E$ again by Tract 1 as shown on the plan hereinafter described, a distance of twenty-seven and fifty-eight hundredths (27.58) feet to a point;

Thence, turning and running $S23^{\circ}-13'-30''E$ again by Tract 1 as shown on the plan hereinafter described, a distance of one and fifty hundredths (1.50) feet to a point;

Thence, turning and running $N66^{\circ}-46'-30''E$ again by Tract 1 as shown on the plan hereinafter described, a distance of twenty and forty-two hundredths

Deed

Tract Number 38

ORIGINAL

Wellington-Harrington Neighborhood Renewal Area
Cambridge Redevelopment Authority

CAMBRIDGE REDEVELOPMENT AUTHORITY, a public body, politic and corporate, duly organized and existing pursuant to the laws of Massachusetts and having its usual place of business in the City of Cambridge, County of Middlesex, Massachusetts, in consideration of Twenty-One Thousand Six Hundred Dollars (\$21,600.00) paid, grants unto WELLINGTON-HARRINGTON DEVELOPMENT CORPORATION, a corporation duly organized and existing under Chapter 180 of the General Laws of the Commonwealth of Massachusetts and having its address at 32 Webster Avenue, Cambridge, Massachusetts, with QUITCLAIM COVENANTS, the land together with the buildings and other improvements thereon in said City of Cambridge, described as follows:

That certain parcel of land situated in Cambridge, Middlesex County, Massachusetts, identified as TRACT NUMBER 38 on a plan entitled "Cambridge Redevelopment Authority, Wellington-Harrington Urban Renewal Area, Project No. Mass. R-108, Tract Disposition Plan, Block 32, Tract Number 38", by Fay, Spofford and Thornlike, Inc., Engineers, dated August 9, 1974 ^{Filed with Doc. # 549659} recorded herewith, all as bounded and described in EXHIBIT A attached hereto and made a part hereof.

✓ Reserving an Easement for the benefit of the Grantor, its successors and assigns, for the installation and maintenance of a public pedestrian way, including but not limited to fencing, landscaping and other surface improvements in the area identified as "Public Easement" on the above-mentioned Plan, all as bounded and described in Exhibit A, attached hereto and made a part hereof.

The Grantee, for itself and its successors and assigns, hereby covenants and agrees that the Grantee, and its successors and assigns:

(1) shall devote the granted premises to, and only to in accordance with the Neighborhood Renewal Plan for the Wellington-Harrington Project, dated April 22, 1965, and approved by the City Council of the City of Cambridge on May 17, 1965; as amended by Amendment No. 1 thereof, dated June 3, 1966, and approved by such Council on June 16, 1966, and as further amended by Amendment No. 2 thereof, dated May 31, 1967, and approved by such Council on June 26, 1967, and as further amended by Amendment No. 3 thereof, dated March 19, 1971, and approved by such Council on June 28, 1971, and as the same has been and may from time to time be amended in accordance with the provisions therein contained, and a copy of which Plan, as presently constituted, is on file in the office of the City Clerk of the City of Cambridge, (hereinafter, and as the same may hereafter be amended, referred to as the "Urban Renewal Plan").

(2) shall not discriminate upon the basis of race, color, religion, sex, or national origin in the sale, lease, or rental, or in the use or occupancy of the granted premises, or any improvements erected or to be erected thereon, or any part thereof;

Assisted construction or rehabilitation and require the elimination of lead-based paint hazards.

- (5) shall give preference in the selection of tenants for dwelling units built on the granted premises to families displaced from the Project Area because of clearance and redevelopment activity, who desire to live in such dwelling units and who will be able to pay rents or prices charged other families for similar or comparable dwelling units built as a part of the same redevelopment;
- (6) shall permit representatives of the Grantor, the City of Cambridge and the United States of America, access to the granted premises at all reasonable times which any of them deems necessary for the purposes of said Land Disposition Contract, the Cooperation Agreement between the City of Cambridge and the Grantor relating to the Wellington-Harrington Project or the Contract for Loan and Capital Grant between the United States of America and the Grantor relating to said Project, including, but not limited to, inspection of all work being performed in connection with the construction of said Improvements (and shall not charge or collect any compensation in any form for any such access);
- (7) shall at all times keep the improvements constructed or to be constructed on the granted premises in good and safe condition and repair and, in the occupancy, maintenance and operation of such improvements and the granted premises, comply with all laws, ordinances and regulations applicable thereto;
- (8) after the Improvements constructed or rehabilitated on the granted premises shall have been completed, shall not, without the prior written approval of the Grantor, reconstruct, demolish or subtract therefrom or make any additions thereto or extensions thereof which would result in significant structural or design changes to any of the Improvements;
- (9) shall keep, all of the insurable Improvements on the granted premises constituting a part of the real estate insured by fire and extended coverage insurance and additional risk insurance to the same extent and amount which is normally required by institutional mortgagees in the uses of similar improvements in the City, (which insurance shall, during the period of construction or rehabilitation to be builder's risk completed value form and shall cover any material stored upon the granted premises) in amounts sufficient to comply with the co-insurance clause applicable to the location and character of such Improvements, and, in any event, as to fire and extended coverage insurance (Endorsement No. 4), in amounts not less than eighty per centum of the actual cash value of such Improvements, all such insurance to be by standard policies, obtained from financially sound and responsible insurance companies authorized to do business in Massachusetts, shall name the Grantor as a party insured, and to have attached thereto a clause making the loss payable to the grantee the mortgagee, and, subject to the rights of the mortgagee, the Grantor, as their respective interests may appear, shall provide that any cancellation, change or termination thereof shall not be effective with respect to the Authority until after at least ten (10) days prior notice has been given to the Authority to the effect that such insurance policies...

May in its sole discretion elect, to the condition in which the grantee was originally obligated under said Land Disposition Contract to construct such Improvements, to the extent that such insurance money and other proceeds may permit;

(11) shall commence to reconstruct, restore or repair any Improvement on the granted premises which have been destroyed or damaged and which the Grantee is obligated to repair, restore or reconstruct in accordance with this Deed, within a period not to exceed six months after such destruction or damage prosecute with dispatch such reconstruction, restoration or repair to completion, such reconstruction, restoration or repair in any event to be completed within twenty-four months after the start thereof, unless the conditions then prevailing reasonably require a longer period, in which event, such reconstruction, restoration or repair need not be completed within such twenty-four month period but may be completed within such longer period as the Grantee and the Grantor may agree upon in writing.

(12) shall to the extent vacancies become available, and subject to such occupancy preferences as may be required by law, make available to families or individuals of low-or moderate-income, as such terms are used in Section 107(a) of the Housing Act of 1949, as amended, or its successor, and as defined under the Tenant Selection Plan and the Regulatory Agreement with the Massachusetts Housing Finance Agency, for their occupancy under either a public housing leasing program or a public rent supplementation program, or both or their successor programs as such programs are available at least fifty percent (50%) (22 dwelling units) of all the dwelling units at the time constructed on the granted premises and shall not voluntarily take any action which would effectively terminate or reduce funds available, directly or indirectly, to such families or individuals selected for such occupancy under a public housing leasing program or a rent supplementation program, and shall include in its occupancy agreement with such families or individuals an addendum containing a clause which so provides;

(13) shall not, without the prior written consent of Grantor in each instance, transfer or otherwise dispose of the granted premises or the Improvements thereon or any part thereof except to a limited dividend corporation, non-profit corporation or association, cooperative, or public body or agency, or purchaser or lessee approved under Section 107(a) of the Housing Act of 1949, as amended and as defined under the Tenant Selection Plan and the Regulatory Agreement with the Massachusetts Housing Finance Agency, provided, however, that the foregoing provisions shall not prohibit the leasing of individual dwelling units to the occupants thereof or to Cambridge Housing Authority or any successor public body or the giving of a mortgage, whether pursuant to foreclosure or otherwise;

The agreements and covenants in said paragraphs (1) to (13), both inclusive, other than paragraphs (2), (3), and (6), and all rights and obligations under any of said agreements and covenants, shall be in force and effect until May 17, 1995; and the agreements and covenants in paragraphs (2), (3), and (6), and all rights and obligations under said agreements and covenants, shall be in force and effect until the expiration of said term (1995).

ousing, and other requirements or restrictions of the Urban Renewal
plan pertaining to such land.

In amplification, and not in restriction, of the provisions hereof and of said Land Disposition Contract, it is intended and agreed that the Grantor, and its successors and assigns, and the City of Cambridge, shall be deemed beneficiaries of the agreements and covenants provided in the foregoing paragraphs (1) and (13), both inclusive, and the United States of America shall be deemed a beneficiary of the covenants provided in paragraph (2), (3), and (6), both for and in their or its own right and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall run in favor of the Grantor, its successors and assigns, the City of Cambridge, and the United States of America, for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the Grantor, its successors and assigns, the City of Cambridge, or the United States of America has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. The Grantor, its successors and assigns and the City of Cambridge shall have the right, in the event of any breach of any such agreement or covenant, and the United States of America shall have the right in the event of any breach of the covenants provided in paragraphs (2), (3), or (6), to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled; and the Grantee or the Grantor as the case may be shall pay all reasonable costs and expenses of litigation, including attorneys' fees in reasonable amounts, which may be incurred by the other party in any proceeding brought to enforce compliance with the covenant, provided in paragraph (2), to the extent that such other party prevails;

The agreements and covenants provided in the foregoing paragraphs (1) to (13), both inclusive, shall be covenants running with the land and they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise herein specifically provided, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the Grantor, its successors and assigns, the City of Cambridge, and any successor in interest to the granted premises, or any part thereof, and the United States of America (in the case of the covenants provided in paragraphs (2), (3), and (6), against the Grantee, its successors and assigns and every successor in interest to the granted premises, or any part thereto or any interest therein, and any party in possession or occupancy of the granted premises or any part thereof.

This conveyance is made subject also to the additional covenants of the Grantee with respect to the granted premises and the terms and conditions set forth in a Land Disposition Contract, dated **JANUARY 17, 1974**, between the Grantor and the Grantee for the same and redevelopment of the granted premises (a copy of which is attached hereto).

the granted premises and enforceable by the Grantor, and its successors and assigns, as though said Land Disposition Contract were record herewith; and this conveyance is made upon the condition subsequent that in the event of any such default, failure, violation or other action or inaction entitling the Grantor to re-entry upon and reconveyance of the granted premises (together with all improvements there as provided in said Land Disposition Contract, the Grantor at its option, may also, prior to the issuance of a Certificate of Completion as provided for therein, declare a termination in favor of the Grantor of the title, and of all the rights and interests, in the granted premises, shall thereupon revert to the Grantor; provided, however, that any such re-vesting of title, re-entry or reconveyance shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way any existing building loan agreement, mortgage or lease authorized by said Land Disposition Contract, or any rights or interest provided in said Land Disposition Contract for the protection of the holders thereof.

All said additional agreements of the Grantee and said terms and conditions contained in said Land Disposition Contract (but not including the covenants and agreements hereinbefore set forth and stated to run with the land) shall terminate with respect to the granted premises, or part thereof, upon the completion of the required improvements in accordance with the provisions of said Land Disposition Contract and upon the recording of a certificate of such completion executed by the Grantor; and the recording of such a certificate executed by the Grantor shall be a conclusive determination of such satisfaction and termination of said additional agreements, terms and conditions (but not including said covenants and agreements stated to run with the land).

WITNESS the execution hereof under seal this 17th day of January, 1975.



William R. Beal
Executive Director and Secretary

CAMBRIDGE REDEVELOPMENT AUTHORITY

By *Matthew R. Beal*

WELLINGTON-HARRINGTON
DEVELOPMENT CORPORATION

Grantee

(SEAL)

Attest:

By *Joseph M. Lange*
its President

Mary Ann Nicolario

EXHIBIT A

PROPERTY DESCRIPTION

TRACT NUMBER 38

Beginning at a point, said point being the intersection of the northerly sideline of Broadway and the easterly sideline of Columbia Street;

Thence running $N22^{\circ}-39'-09''E$ along the easterly sideline of Columbia Street a distance of two hundred nineteen and ninety-three hundredths (219.93) feet to a point;

Thence turning and running $S67^{\circ}-17'-35''E$ by land, now or formerly of Francis A. DiMeo a distance of sixty-nine and fifty-eight hundredths (69.58) feet to a point;

Thence turning and running $N22^{\circ}-20'-28''E$ again by land, now or formerly of Francis A. DiMeo and by land, now or formerly of Lucille Richardson, et al, a distance of seventy and forty-seven hundredths (70.47) feet to a point on the southerly sideline of Market Street;

Thence turning and running $S47^{\circ}-28'-43''E$ along the southerly sideline of Market Street a distance of one hundred eighteen and eighty-three hundredths (118.83) feet to a point;

Thence turning and running $S41^{\circ}-15'-39''W$ by land, now or formerly of Pasquale and Domenica Carmella Mangano a distance of one hundred thirty-five and sixty-eight hundredths (135.68) feet to a point;

Thence turning and running $S58^{\circ}-49'-24''E$ again by land, now or formerly of Pasquale and Domenica Carmella Mangano a distance of fifty and no hundredths (50.00) feet to a point;

Thence turning and running $N41^{\circ}-50'-05''E$ again by land, now or formerly of Pasquale and Domenica Carmella Mangano a distance of one hundred twenty-five and eighty-two hundredths (125.82) feet to a point on the southerly sideline of Market Street;

Thence turning and running $S47^{\circ}-28'-43''E$ by the southerly sideline of Market Street a distance of fifty-six and sixty-five hundredths (56.65) feet to a point;

Thence turning and running $S39^{\circ}-10'-39''W$ by land, now or formerly of Ida G. and Clarence W. Dooley a distance of one hundred thirteen and sixty-two hundredths (113.62) feet to a point;

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Thence turning and running S23°-57'-01"W by land, now or formerly of John and Blanche Toutwid a distance of one hundred twenty-six and twenty-nine hundredths (126.29) feet to a point on the northerly sideline of Broadway;

Thence turning and running N62°-19'-46"W by the northerly sideline of Broadway a distance of two hundred forty-seven and fifty hundredths (247.50) feet to the point of beginning.

Containing fifty-nine thousand six hundred thirty-nine (59,639) square feet, more or less.

There is included within the area hereinabove described, a certain parcel of registered land shown on Certificate of Title No. 136833, recorded in Middlesex South District Land Registration Office, Book 814, Page 83, bounded and described as follows:

See Plan

- NORTHWESTERLY by Columbia Street, one hundred feet;
- NORTHEASTERLY by land now or formerly of Clara W. Woodsum, one hundred sixteen and 25/100 feet;
- SOUTHEASTERLY by land now or formerly of E. K. Harding, one hundred ten and 36/100 feet; and
- SOUTHWESTERLY by Broadway, one hundred eighteen and 50/100 feet

Said parcel is shown as Lot 6 on a Plan filed in the Land Registration Office, a copy of a portion of which is filed in the Registry of Deeds for the South Registry District of Middlesex County, in Registration Book 1, Page 106, with Certificate 106.

PUBLIC EASEMENT

Beginning at a point, said point being the intersection of the northerly sideline of Broadway and the easterly sideline of Columbia Street;

Thence running N22°-39'-09"E by the easterly sideline of Columbia Street a distance of forty (40.00) feet to a point;

Thence turning and running S19°-50'-19"E, a distance of fifty-eight and ninety-nine hundredths (58.99) feet to a point on the northerly sideline of Broadway;

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Thence turning and running N62°-19'-46"W by the northerly sideline of Broadway, a distance of forty (40.00) feet to the point of beginning.

Said proposed public easement containing seven hundred ninety-seven (797) square feet, more or less.

11-2

11-2

September 18, 1974 / 5:30 P.M. / 336 Main Street

Special Meeting
Cambridge Redevelopment Authority

MINUTES

A special meeting of the Cambridge Redevelopment Authority was held at 5:30 P.M., on September 18, 1974, in the Authority Office, 336 Main Street, Cambridge, Massachusetts, the time and place duly established for such a meeting.

ROLL CALL

The meeting was called to order by the Vice-Chairman, Arthur W. Botelho, at 5:30 P.M.

The following members were present:

Arthur W. Botelho, Vice-Chairman,
Gustave M. Solomons, Assistant Treasurer, and
Thomas J. Murphy, Member

The following members were absent:

Thaddeus R. Beal, Chairman, and
Frank S. Maragioglio, Treasurer

The Vice-Chairman declared a quorum present.

Wellington-Harrington Urban Renewal Area

The Vice-Chairman called for a report on development activities in connection with the Wellington-Harrington Urban Renewal Area.

Wellington-Harrington Urban Renewal Area : Tract Number 38

On a motion by Mr. Solomons, as seconded, it was unanimously by those members present

Voted: To authorize the Chairman and the Vice-Chairman and each of them acting singly to execute and deliver a deed for the purpose of conveying to the Wellington-Harrington Development Corporation for the development of approximately 45 dwelling units in accordance with the approved new-housing development

(continued on next page...)

FOCOA

21-2

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P 1260

Reg.

Deed
Tract Number 2

Wellington-Harrington Neighborhood Renewal Area
Cambridge Redevelopment Authority

CAMBRIDGE REDEVELOPMENT AUTHORITY, a public body, politic and corporate, duly organized and existing pursuant to the laws of Massachusetts and having its usual place of business in the City of Cambridge, County of Middlesex, Massachusetts, in consideration of Forty-Four Thousand Dollars (\$44,000.00) paid, grants unto WELLINGTON-HARRINGTON DEVELOPMENT CORPORATION, a corporation duly organized and existing under Chapter 180 of the General Laws of the Commonwealth of Massachusetts and having its address at 99 Austin Street, Cambridge, Massachusetts, with QUITCLAIM COVENANTS, the land in said City of Cambridge, described as follows:

That certain parcel of land situated in Cambridge, Middlesex County, Massachusetts, identified as TRACT NUMBER 2 on a plan entitled "Cambridge Redevelopment Authority, Wellington-Harrington Urban Renewal Area, Project No. Mass. R-108, Tract Disposition and Easement Plan", by Fay, Spofford and Thorndike, Inc., Engineers, dated August , 1971 recorded with the Middlesex South District Registry of Deeds as Plan # of 1971, all as bounded and described in EXHIBIT A attached hereto and made a part hereof.

Reserving an Easement for the benefit of the Grantor, its successors and assigns, for the institution and maintenance of a public pedestrian way, water distribution lines, storm and sanitary sewers, a fire alarm system, and a private vehicular way in the area identified as EASEMENT NO. 1 on the above mentioned plan, all as bounded and described in EXHIBIT A attached hereto and made a part hereof.

The Grantee, for itself and its successors and assigns, hereby covenants and agrees that the Grantee, and its successors and assigns:

(1) shall devote the granted premises to, and only to in accordance with the Neighborhood Renewal Plan for the Wellington-Harrington Project, dated April 22, 1965, and approved by the City Council of the City of Cambridge on May 17, 1965; as amended by Amendment No. 1 thereof, dated June 3, 1966, and approved by such Council on June 16, 1966, and as further amended by Amendment No. 2 thereof, dated May 31, 1967, and approved by such Council on June 26, 1967, and as further amended by Amendment No. 3 thereof, dated March 19, 1971, and approved by such Council on June 28, 1971, and as the same has been and may from time to time be amended in accordance with the provisions therein contained, and a copy of which Plan, as presently constituted, is on file in the office of the City Clerk of the City of Cambridge (hereinafter, and as the same may hereafter be amended, referred to as the "Urban Renewal Plan");

SEE PLAN IN RECORD BOOK 12050 PAGE 294

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legible size and design. The word "Project" or "Development" may be substituted for the word "Building" where circumstances require such substitution;

(4) shall give preference in the selection of tenants for dwelling units built on the granted premises to families displaced from the Project Area because of clearance and redevelopment activity, who desire to live in such dwelling units and who will be able to pay rents or prices charged other families for similar or comparable dwelling units built as a part of the same redevelopment;

(5) shall permit representatives of the Grantor, the City of Cambridge and the United States of America, access to the granted premises at all reasonable times which any of them deems necessary for the purposes of said Land Disposition Contract, the Cooperation Agreement between the City of Cambridge and the Grantor relating to the Wellington-Harrington Project or the Contract for Loan and Capital Grant between the United States of America and the Grantor relating to said Project, including, but not limited to, inspection of all work being performed in connection with the construction of said Improvements (and shall not charge or collect any compensation in any form for any such access);

(6) shall at all times keep the Improvements constructed on the granted premises in good and safe condition and repair and, in the occupancy, maintenance and operation of such Improvements and the granted premises, comply with all laws, ordinances, codes and regulations applicable thereto;

(7) after the Improvements constructed on the granted premises shall have been completed, shall not, without the prior written approval of the Grantor, reconstruct, demolish or subtract therefrom or make any additions thereto or extensions thereof which would result in significant structural or design changes to any of the Improvements;

(8) shall keep, all of the insurable Improvements on the granted premises constituting a part of the real estate insured by fire and extended coverage insurance and additional risk insurance to the same extent and amount which is normally required by institutional mortgagees in the uses of similar improvements in the City, in amounts sufficient to comply with the co-insurance clause applicable to the location and character of such Improvements, and, in any event, as to fire and extended coverage insurance (Endorsement No.

(4), in amounts not less than eighty per centum of the actual cash value of such Improvements, all such insurance to be by standard policies, obtained from financially sound and responsible insurance companies authorized to do business in Massachusetts, shall name the Grantor as a party insured, and to have attached thereto a clause making the loss payable to the Grantee, the mortgagee, and, subject to the rights of the mortgagee, the Grantor, as their respective interests may appear, shall provide that any cancellation, change or termination thereof shall not be effective with respect to the Authority until after at least ten (10) days prior notice has been given to the Authority to the effect that such insurance

DK12050 PG296

(9) shall proceed promptly to establish and collect all valid claims which may have arisen against insurers or others based upon any damage or destruction to any Improvement constructed on the granted premises occurring prior to the expiration of the covenant and agreement set forth in this paragraph (9); shall use and expend the insurance money and any other proceeds so collected for the purpose of repairing or reconstructing the Improvement which have been destroyed or damaged to a condition at least comparable to that existing at the time of such damage or destruction, or, as the Grantee may in its sole discretion elect, to the condition in which the Grantee was originally obligated under said Land Disposition Contract to construct such Improvements, to the extent that such insurance money and other proceeds may permit;

(10) shall commence to reconstruct, restore or repair any Improvements on the granted premises which have been destroyed or damaged and which the Grantee is obligated to repair, restore or reconstruct in accordance with this Deed, within a period not to exceed six months after such destruction or damage prosecute with dispatch such reconstruction, restoration or repair to completion, such reconstruction, restoration or repair in any event to be completed within twenty-four months after the start thereof, unless the conditions then prevailing reasonably require a longer period, in which event, such reconstruction, restoration or repair need not be completed within such twenty-four month period but may be completed within such longer period as the Grantee and the Grantor may agree upon in writing;

(11) shall to the extent vacancies become available, and subject to such occupancy preferences as may be required by law, make available to families or individuals of low- or moderate-income, as such terms are used in Section 107(a) of the Housing Act of 1949, as amended, or its successor, for their occupancy under either a leased public housing program or a public rent supplementation program, or both or their successor programs as such programs are available at least twenty percent (20%) and no more than forty percent (40%) of all the dwelling units at the time constructed on the granted premises and shall not voluntarily take any action which would effectively terminate or reduce funds available, directly or indirectly, to such families or individuals selected for such occupancy under a rent supplementation program, and shall include in its occupancy agreement with such families or individuals a rent supplementation addendum containing a clause which so provides;

(12) shall not, without the prior written consent of Grantor in each instance, transfer or otherwise dispose of the granted premises or the Improvements thereon or any part thereof except to a limited dividend corporation, non-profit corporation or association, cooperative, or public body or agency, or purchaser or lessee approved under §107(a) of the Housing Act of 1949, as amended; provided, however, that the foregoing provisions shall not prohibit the leasing of individual dwelling units to the occupants thereof or to Cambridge Housing Authority or any successor public body or the giving of a mortgage, whether pursuant to foreclosure or otherwise;

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The agreements and covenants in said paragraphs (1) to (12), both inclusive, other than paragraphs (2), (3), and (5), and all rights and obligations under any of said agreements and covenants, shall be in force and effect until May 17, 1995; and the agreements and covenants in paragraph (2), (3), and (5), and all rights and obligations under said agreements and covenants, shall be in force and effect until the expiration of one hundred (100) years from the date of this deed; provided, however, that the foregoing provisions shall not abate, or be a ground for abatement of, any action, suit, or other legal proceeding instituted prior to the termination of the agreements and covenants; and provided further, that such agreements and covenants shall be binding on the Grantee, itself each successor in each party in possession or occupancy, respectively, only for such period as such successor or party shall have title to, or an interest in, or possession or occupancy of, the granted premises, or part thereof. The terms "uses specified in the Urban Renewal Plan" and "land use" referring to provisions of the Urban Renewal Plan, or similar language, in this Deed shall include the land and all building, housing, and other requirements or restrictions of the Urban Renewal Plan pertaining to such land.

In amplification, and not in restriction, of the provisions hereof and of said Land Disposition Contract, it is intended and agreed that the Grantor, and its successors and assigns, and the City of Cambridge, shall be deemed beneficiaries of the agreements and covenants provided in the foregoing paragraphs (1) to (12), both inclusive, and the United States of America shall be deemed a beneficiary of the covenants provided in paragraph (2), (3), and (5), both for and in their or its own right and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall run in favor of the Grantor, its successors and assigns, the City of Cambridge, and the United States of America, for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the Grantor, its successors and assigns, the City of Cambridge, or the United States of America has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. The Grantor, its successors and assigns and the City of Cambridge shall have the right, in the event of any breach of any such agreement or covenant, and the United States of America shall have the right in the event of any breach of the covenants provided in paragraphs (2), (3), or (5), to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled; and the Grantee or the Grantor as the case may be shall pay all reasonable costs and expenses of litigation, including attorney's fees in reasonable amounts, which may be incurred by the other party in any proceeding brought to enforce compliance with the covenant, provided in paragraph 2, to the extent that such other party prevails;

The agreements and covenants provided in the foregoing paragraphs (1) to (12), both inclusive, shall be covenants running with the land and they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise herein specifically provided, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the Grantor, its successors and assigns, the City of Cambridge, and any successor in interest to the granted premises, or any part thereof, and the United States of America (in the case of the covenants provided in paragraphs (2), (3), and (5), against the Grantee, its successors and assigns and every successor in interest to the granted premises, or any part thereto or any interest therein, and any party in possession or occupancy of the granted premises or any part thereof.

This conveyance is made subject also to the additional covenants of the Grantee with respect to the granted premises and the terms and conditions set forth in a Land Disposition Contract, dated August 5, 1971, between the Grantor and the Grantee for the same and redevelopment of the granted premises (a copy of which Land Disposition Contract is on file with the City Clerk of the City of Cambridge), which provides, among other things, for the submission of certain construction plans and evidence of financing ability, for the prompt commencement and diligent prosecution to completion of certain improvements, against certain transfers and encumbrances prior to such completion, and for remedies including a right of termination and re-vesting in favor of the Grantor of the title of the granted premises (together with all improvements thereon), re-entry and reconveyance in the event of certain defaults, failures, violations, actions or inactions, all of which agreements, terms and conditions survive the delivery of this deed and are binding upon all persons dealing with the granted premises and enforceable by the Grantor, and its successors and assigns, as though said Land Disposition Contract were recorded herewith; and this conveyance is made upon the condition subsequent that in the event of any such default, failure, violation or other action or inaction entitling the Grantor to re-entry upon and reconveyance of the granted premises (together with all improvements thereon) as provided in said Land Disposition Contract, the Grantor at its option, may also, prior to the issuance of a Certificate of Completion as provided for therein, declare a termination in favor of the Grantor of the title, and of all the rights and interests, in the granted premises hereby conveyed to the Grantee (together with all improvements thereon) and that such title, and all rights and interests of the Grantee, and any assigns or successor in interest, in the granted premises, shall thereupon revert to the Grantor; provided, however, that any such re-vesting of title, re-entry or reconveyance shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way any existing building loan agreement, mortgage or lease authorized by said Land Disposition Contract, or any rights or interest provided in said Land Disposition Contract for the protection of the holders thereof.

All said additional agreements of the Grantee and said terms and conditions contained in said Land Disposition Contract (but not including the covenants and agreements hereinbefore set forth and stated to run with the land) shall terminate with respect to the granted premises, or part thereof, upon the completion of the required improvements in accordance with the provisions of said Land Disposition Contract and upon the recording of a certificate of such completion executed by the Grantor; and the recording of such a certificate executed by the Grantor shall be a conclusive determination of such satisfaction and termination of said additional agreements, terms and conditions (but not including said covenants and agreements stated to run with the land).

WITNESS the execution hereof under seal this 5th day of AUGUST, 1971.

CAMBRIDGE REDEVELOPMENT AUTHORITY

Grantor
By Thomas J. Murphy
Chairman

(SEAL)

Robert H. Howland
Executive Director and Secretary

WELLINGTON-HARRINGTON DEVELOPMENT CORPORATION

Grantee
By Robert W. Wright, Pres

Barry Ann Nevelos
Clerk

THE COMMONWEALTH OF MASSACHUSETTS

Cambridge, SS.

AUGUST 5, 1971.

Then personally appeared the above named Thomas J. Murphy and acknowledged the foregoing instrument to be the free act and deed of Cambridge Redevelopment Authority.

Robert S. [Signature]
Notary Public
My Commission Expires: 1/17/76



EXHIBIT "A"

LEGAL DESCRIPTION

TRACT NUMBER 2

WELLINGTON-HARRINGTON URBAN RENEWAL AREA PROJECT NO. Mass. R-100
CAMBRIDGE, MASSACHUSETTS

FHA Project No. 023-44-018 NP/COOP

A certain parcel of land situated in Cambridge, Middlesex County, Massachusetts, identified as TRACT 2 on a plan entitled "Cambridge Redevelopment Authority, Wellington-Harrington Urban Renewal Area, Project No. Mass. R-100, Tract Disposition and Easement Plan", by Fay, Spofford and Thorndike, Inc., Engineers, dated August, 1971, and bounded and described as follows:

Beginning at a point on the southeasterly side line of Columbia Street, said point being $S22^{\circ}-38'-41''$ W, a distance of ninety-five and sixty-six hundredths (95.66) feet from the intersection of the southeasterly side line of Columbia Street and the southerly side line of Cambridge Street, all as shown on said plan; thence running

$S67^{\circ}-47'-38''$ E by Tract 2F-1 as shown on said Plan, a distance of sixty-five and twenty hundredths (65.20) feet to a point; thence turning and running

$S22^{\circ}-38'-36''$ W by land now or formerly of Morey Hirsch Realty Corporation, by land now or formerly of Sylvester and Mary Ferreira, and by Tract 2F-2, all as shown on said Plan, a distance of sixty-five and fifty hundredths (65.50) feet to a point; thence, turning and running

$S67^{\circ}-21'-19''$ E by Tract 2F-2 as shown on said Plan, a distance of twenty-four and forty-seven hundredths (24.47) feet to a point; thence turning and running

$S22^{\circ}-38'-41''$ W by land now or formerly of Sylvester and Mary Ferreira, as shown on said Plan, a distance of two and thirty-one hundredths (2.31) feet to a point; thence, turning and running

$N85^{\circ}-09'-11''$ by land now or formerly of Sylvester and Mary Ferreira, as shown on said Plan, a distance of five and no hundredths (5.00) feet to a point; thence, turning and running

$S67^{\circ}-21'-19''$ E by Tract 2F-3, Tract 2F-4, and Tract 2F-5 as shown on said Plan, by three (3) courses, together measuring a distance of forty-six and ninety-seven hundredths (46.97) feet to a point; thence, turning and running

$N22^{\circ}-38'-41''$ E by Tract 2F-5 and Tract 3 as shown on said Plan, a distance of seventy-five and eighty-four hundredths (75.84) feet to a point; thence, turning and running

$S81^{\circ}-02'-58''$ E by Tract 3 as shown on said Plan, a distance of ninety-five and fifty-three hundredths (95.53) feet

N67°-21'-19" W by Tract 2F-8 as shown on said Plan, a distance of twenty-nine and forty-four hundredths (29.44) feet to a point; thence, turning and running

S22°-38'-41" W by Tract 2F-8, Tract 2F-7 and Tract 2F-6 all as shown on said Plan, a distance of seventy-two and no hundredths (72.00) feet to a point; thence, turning and running

S13°-25'-33" E by Tract 2F-6 as shown on said Plan, a distance of twenty-one and forty-one hundredths (21.41) feet to a point; thence, turning and running

S89°-00'-29" E by Tract 2F-6 and by land now or formerly of Max Wantman, both as shown on said Plan, a distance of eighty-eight and eighty-two hundredths (88.82) feet to a point on the Northwesterly side line of Windsor Street; thence, turning and running

S15°-24'-35" W along the North westerly side line of Windsor Street, as shown on said Plan, a distance of three hundred fourteen and ninety-nine hundredths (314.99) feet to a point; thence, turning and running

Southwesterly by a curve to the right, by Tract 2F-12 as shown on said Plan, said curve having a radius of fifteen and no hundredths (15.00) feet, a distance of twenty-five and fifty-four hundredths (25.54) feet to a point on the Northeasterly side line of Lincoln Street; thence, turning and running

N67°-01'-09" W along the Northeasterly side line of Lincoln Street, as shown on said Plan, a distance of seventy-two and sixty-five hundredths (72.65) feet to a point; thence, turning and running

N19°-37'-38" E by land now or formerly of Jose and Maria Silva as shown on said Plan, a distance of sixty-three and six hundredths (63.06) feet to a point; thence turning and running

N68°-03'-36" W by land now or formerly of Jose and Maria Silva and by Lincoln Place (a private way), both as shown on said Plan, a distance of forty and three hundredths (40.03) feet to a point; thence, turning and running

N21°-16'-05" E by Lincoln Place (a private way), as shown on said Plan, a distance of eight and seventy-seven hundredths (8.77) feet to a point; thence, turning and running

N67°-00'-54" W by said Lincoln Place (a private way) and by land now or formerly of Stanley and Veronica Barkovich, both as shown on said Plan, a distance of eighty-seven and forty-seven hundredths (87.47) feet to a point; thence, turning and running

N22°-38'-50" by land now or formerly of Charles and Anna Raulinaitas, as shown on said Plan, a distance of fifty-nine and twenty-five hundredths (59.25) feet to a point; thence turning and running

N67°-17'-45" W by land now or formerly of Charles and Anna

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• N67°-01'-09" W along the Northeasterly side line of Lincoln Street, as shown on said Plan, a distance of seventy-seven and nine hundredths (77.09) feet to a point; thence turning and running

Northwesterly by a curve to the right by Tract 2F-11 as shown on said Plan, said curve having a radius of fifteen and no hundredths (15.00) feet, a distance of twenty-three and forty-seven hundredths (23.47) feet to a point on the Southeasterly side line of Columbia Street; thence, turning and running

N22°-38'-41" E along the Southeasterly side line of Columbia Street, as shown on said Plan, a distance of four hundred thirty-three and ninety-nine hundredths (433.99) feet to the point of beginning.

Containing One Hundred Nineteen Thousand Seven Hundred Eighty-Four (119,784) square feet or 2.750 acres, according to said Plan.

There is included within the foregoing described parcel of land a parcel of registered land shown as Lot 4 and Lot 6 on a plan entitled "Plan of Land in Cambridge, Division Plan of Land in Cambridge, Middlesex County, Massachusetts Being a Subdivision of Lot B Shown on Land Court Plan, No. 6358B filed with Certificate of Title No. 13232", dated May 14, 1971, by Fay Spofford and Thorndike, Inc., filed as Land Court Subidvision Plan No. 6358D and bounded and described as follows:

NORTHWESTERLY by Lot 5 as shown on said Plan, Ten and 64/100 (10.64) feet;

NORTHERLY by Lot 5 and by Lot 3 as shown on said Plan, Twenty-Two and 60/100 (22.60) feet;

SOUTHERLY by land now or formerly of Cambridge Redevelopment Authority and by land now or formerly of Mary A. Scanlon, Twenty-Seven and 16/100 (27.16) feet.

Containing 117 square feet according to said Plan.

Being a portion of the premises described in Certificate of Title # 131458, Book 187, Page 108.

Subject to the prior registration of an order of Court dated 8/4/71

LAND COURT, BOSTON. The ^{registered} land herein described will be shown on our approved plan to follow as

AUG 5 1971

Plan 6358D lots 4 & 6
(Examined as to description only)

R. L. Woodbury, Engineer G. T. O.

EXHIBIT A (continued)

FHA Project No. 023-44018 NP/COOP

BK12050 PG303

Easement No. 1 - Legal Description

Said TRACT 2 is subject to an Easement for the benefit of the Grantor, its successors and assigns, for the installation and maintenance of a public pedestrian way, water distribution lines, storm and sanitary sewers, and a fire alarm system, in the area identified as EASEMENT No. 1 on the plan hereinafter referred to, said EASEMENT No. 1 area being bounded and described as follows:

A certain parcel of land situated in Cambridge, Middlesex County, Massachusetts, identified as EASEMENT No. 1 on a plan entitled "Cambridge Redevelopment Authority, Wellington-Harrington Urban Renewal Area, Project No. Mass. R-108, Tract Disposition and Easement Plan", by Fay, Spofford and Thorndike, Inc., Engineers, dated August, 1971, contained wholly within Tract Number 2 as shown on said plan, and bounded and described as follows:

Beginning at a point, on the Southeasterly side line of Columbia Street said point being $S22^{\circ}-38'-41"W$, by three (3) courses measuring together a distance of one hundred sixty and sixty-six hundredths (160.66) feet from the intersection of the southerly side line of Cambridge Street and the Southeasterly side line of Columbia Street, all as shown on said Plan; thence, running

$S67^{\circ}-21'-19"$ E by Tract 2 and Tract 2F-2, as shown on said Plan, measuring together by two (2) courses a distance of eighty-nine and sixty-seven hundredths (89.67) feet to a point; thence, turning and running

$S22^{\circ}-38'-41"$ W by land now or formerly of Sylvester and Mary Ferreira, as shown on said Plan, a distance of two and thirty-one hundredths (2.31) feet to a point; thence turning and running

$N85^{\circ}-09'-11"$ E by land now or formerly of Sylvester and Mary Ferreira, as shown on said Plan, a distance of five and no hundredths (5.00) feet to a point; thence turning and running

$S67^{\circ}-21'-19"$ E by Tracts 2F-3, Tract 2f-4, Tract 2F-5 and Tract 2, as shown on said Plan, a distance of one hundred twenty-six and seventy hundredths (126.70) feet to a point; thence turning and running

$S22^{\circ}-38'-41"$ W Tract 2F-8, Tract 2F-7 and Tract 2F-6, all as shown on said Plan, a distance of seventy-two and no hundredths (72.00) feet to a point; thence turning and running

$N67^{\circ}-21'-19"$ W, a distance of fourteen and thirty-one hundredths (14.31) feet to a point; thence turning and running

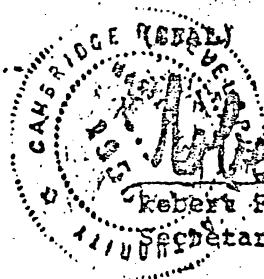
$N22^{\circ}-38'-41"$ E, a distance of six and no hundredths (6.00) feet to a point; thence, turning and running

Northerly by a curve to the left, said curve having a radius of ten and no hundredths (10.00) feet, a distance of five and four hundredths (5.04) feet to a point; thence turning and running

proposal on approximately 119,784 square feet of land situated in Tract Number 2 being a part of Blocks 25 and 26, in the Wellington-Harrington Urban Renewal Area under a plan entitled "Neighborhood Renewal Plan", dated April 22, 1965, as amended,
* and the form of approved Land Disposition Contract.

CERTIFICATE OF RECORDING OFFICER

I, Robert F. Rowland, Secretary and Executive Director, do hereby certify that the above vote is true and correct and shows in the approved minutes of the Cambridge Redevelopment Authority.



Robert F. Rowland
Robert F. Rowland
Secretary and Executive Director

AUG 5 1971

Date

* and further to authorize Thomas J. Murphy, the duly qualified and elected Chairman, to execute and deliver said deed, said execution and delivery to be conclusive evidence of his authority to so do.



City of Cambridge

Calendar Item No. 13

IN CITY COUNCIL

June 28, 1982

WHEREAS:

The City of Cambridge agrees to accept from the Cambridge Redevelopment Authority the conveyance of the parcels of land described in the attached deed and the easements described in the attached grant of easement as per the approved Urban Renewal Plan; and

WHEREAS:

The City of Cambridge agrees to abandon that portion of Webster Avenue shown on a plan entitled "DISCONTINUANCE OF A PORTION OF WEBSTER AVENUE, LINCOLN STREET TO 160± FEET SOUTHERLY", prepared by Fay, Spofford & Thorndike, Inc., Engineers and dated April 15, 1982; and

WHEREAS:

Subsequent to the aforementioned abandonment the City of Cambridge hereby agrees to convey to the Cambridge Redevelopment Authority Tracts Numbered 23F-10, 23F-11, 23F-12, and 23F-13 as shown on a plan entitled "TRACT DISPOSITION PLAN, TRACT 23", prepared by Fay, Spofford & Thorndike, Inc., Engineers and dated April 4, 1982; and

WHEREAS:

Subsequent to the aforementioned abandonment and conveyance the City of Cambridge hereby acknowledges the relocation of Webster Avenue as shown on a plan entitled WEBSTER AVENUE RELOCATION, FROM NO. 163 WEBSTER AVENUE TO LINCOLN STREET", prepared by Fay, Spofford & Thorndike, Inc., Engineers and dated April 12, 1982; now therefore be it

RESOLVED:

That this City Council go on record approving the aforementioned discontinuance, abandonment and conveyance as outlined above, as well as the relocation of Webster Avenue.

In City Council June 28, 1982.

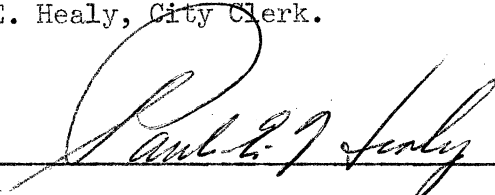
Adopted by a yeas and nays vote:-

Yeas 7; Nays 0; Absent 2.

Attest:- Paul E. Healy, City Clerk.

A true copy;

ATTEST:-


Paul E. Healy, City Clerk.



CITY OF CAMBRIDGE
INTEROFFICE CORRESPONDENCE

Russell B. Higley, City Solicitor

To

Date July 1, 1982

From Paul E. Healy, City Clerk

Reference

Subject "dedication" of certain fragmented tracts of land
in the Wellington-Harrington Urban Renewal Area

Dear Mr. Higley:

Enclosed herewith for informational purposes, you will find a copy of an order adopted by the City Council at its meeting of June 28, 1982 with regard to the acceptance from the Cambridge Redevelopment Authority the conveyance of certain tracts of land in the Wellington-Harrington Urban Renewal Area.

Your kind attention in this matter will be greatly appreciated.

PEH/mh

Enclosure: Calendar Item No. 13



CITY OF CAMBRIDGE
INTEROFFICE CORRESPONDENCE

Russell B. Higley, City Solicitor

To

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Subject "dedication" of certain fragmented tracts of land
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PEH/mh

Enclosure: Calendar Item No. 13



Cambridge Redevelopment Authority

336 MAIN STREET • CAMBRIDGE, MASSACHUSETTS 02142 • PHONE (617) 492-6800

To : Robert W. Healy
From : Joseph F. Tulimieri
Date : May 20, 1982
Re : Dedications to the City of Cambridge

In connection with the "dedication" of certain improvements to the City, the City Council must vote: (1) to accept 15 land transfers in fee simple and (2) to accept 3 easement grants. One of these dedications involves two additional actions: (1) to discontinue the "old" Webster Avenue and (2) to accept the "new" Webster Avenue. The Webster Avenue actions are after-the-fact technical actions and will not involve any actual street closing.

The sequence of events relative to the discontinuance of "old" Webster and the establishment of the "new" Webster Avenue is that first the City will discontinue that part of the "old" Webster Avenue which appears on the April 4, 1982 plan (Tract Disposition Plan, Tract 23) as Tracts 23F-6, 23F-9, 23F-11, 23F-12 and 23F-13. The City will retain Tract 23F-6 but would deed Tracts 23F-9, 23F-11, 23F-12 and 23F-13 to the Authority. The Authority in turn will convey Tracts 23F-7 and 23F-8 to the City and these two tracts, together with Tract 23F-6 retained by the City, will form a park at the corner of Lincoln and Windsor Streets. The Authority is also deeding Tract 23F-10 to the City to complete "new" Webster Avenue, which then runs to Lincoln Street.

All of the conveyances required on the part of the Authority are accomplished by the enclosed form of deed. The City Solicitor's office should prepare the City's documents (abandonment of "old" Webster Avenue, deed of Tracts 23F-9, 23F-11, 23F-12 and 23F-13, dedication of "new" Webster Avenue). We will follow-up directly with Russ and offer any assistance he may need in preparing these documents.

Enclosed is a proposed form of deed from the Authority to the City of Cambridge which conveys a number of parcels, all of which are described in Exhibit A to the deed and a proposed form of grant of easement, which transfers from the Authority to the City the Authority's rights in four separate easements, each of which is described in the grant.

(continued on next page...)

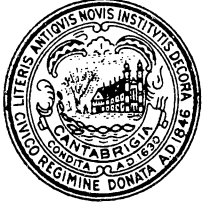
I am forwarding to you a copy of the vote taken by the Authority, approving the above.

Enclosure

cc: Mr. Joseph E. Connarton
Mr. Russell Higley
Ms. Joan Rastovica

MAY 20 2 34 PM '82

RECEIVED
MAY 20 1982



CITY OF CAMBRIDGE

CAMBRIDGE, MASSACHUSETTS 02139
Tel. 498-9011

EXECUTIVE DEPARTMENT
ROBERT W. HEALY
City Manager

June 7, 1982

To the Honorable, the City Council:

Enclosed please find copy of a communication from the Cambridge Redevelopment Authority relative to the "dedication" of certain fragmented tracts in the Wellington Harrington Urban Renewal Area which requires action of the City Council.

Very truly yours,

Robert W. Healy
City Manager

KWH/mbf
Enc.

Re: comm. from the Camb. Redevelopment Authority regarding the "dedication" of certain fragmented tracts in the Wellington-Harrington Urban Renewal Area.

6/7/1982

Hold for one week
subject to receiving
more details from
the City Mgr and
maps of areas
involved - to

In City Council, ^{committee of Council}

June 7, 1982

The Auditing Report
hist
copied to City Manager & JPK
mb

June 11, 1982

Development Program
Cambridge Redevelopment Authority

DEDICATION OF PUBLIC IMPROVEMENTS

The dedications are divided into two areas, grants of easement and parcels in fee (deeded parcels). The grants of easements are rights which the Authority retained after land was transferred to developers for the purposes of public parking and underground utility services.

The easements are:

- (1) Block 32 - Tract Number 38. This is Linwood Court at the corner of Broadway and Columbia Streets. This easement was maintained and the corner improved with plantings and brick work.
- (2) Easement No. 1 - Tract Number 2. This is Harwell Homes and provides for underground utility services. This has all been improved as part of the development.
- (3) Easement No. 1 and No. 2 in Walden Square are underground utility easements. These improvements have been completed as part of the development.

The parcels in deed are:

- (1) Tracts Numbered 19A and 19BF-1. These sidewalk/corner improvements are located on Hampshire and Plymouth Streets. The areas have been improved with plantings and brick work.
- (2) Tracts Numbered 2F-11 and 2F-12 are street/corner roundings on Columbia, Lincoln and Windsor Streets. This work was completed under the Authority's site preparation work for safety purposes.
- (3) Tract Number 25D is a street/corner rounding at the intersections of Webster Avenue and Cambridge Street. This was completed under the Authority's site preparation work for safety purposes.
- (4) Tract Number 3CF-2 is a street/corner rounding at the intersection of Windsor and Cambridge Streets. This was completed under the Authority's site preparation work for safety purposes.
- (5) Tract Number 3B and the registered land of lots 7 and 11 are located in Harwell Homes. This is Harrington Terrace and Harwell Drive and serves for parking and a playground area. These improvements were part of the overall development.

- (6) Block 38 - Parcel 3 is a playground located at the corners of Market and Bristol Streets. This was improved during site preparation work.
 - (7) Tracts Numbered 29F-2A and 36F-1 are located on Cambridge Street. This was a railroad right of way and has been improved as a park. This is known as People's Park.
 - (8) Tract Number 23F-1 is located at the intersection of "new Webster Avenue" and Lincoln Street. This tract has been improved in as per the street relocation plan and site preparation documents.
 - (9) Tract Numbered 23F-7 and 23F-8 are located on Lincoln Street and "old Webster Avenue" these tracts are combined with 23F-6 to create a park area.
 - (10) Tract Numbers 23F-11, 23F-12 and 23F-13 are part of the discontinuance of "old Webster Avenue" and will be deeded to the Authority. The Authority in turn will fragment these tracts to abutters for yard area and off-street parking.
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CITY OF CAMBRIDGE

CAMBRIDGE, MASSACHUSETTS 02139
Tel. 498-9011

EXECUTIVE DEPARTMENT
ROBERT W. HEALY
City Manager

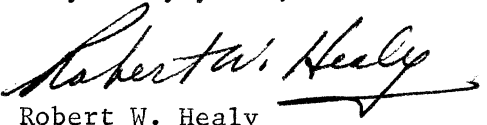
June 28, 1982

To the Honorable, the City Council:

With reference to Awaiting Report Item No. 15,
I transmit herewith communication from the Cambridge
Redevelopment Authority relative to the proposed council
actions on Authority dedications, together with a des-
cription of the specific improvements and a locational
map.

Proposed order of approval for the discontinuance,
abandonment and conveyance , as well as the relocation of
Webster Avenue, is attached.

Very truly yours,


Robert W. Healy
City Manager

RWH/b

Re: response to Awaiting Report Item No. 15
regarding the "dedication" of certain frag-
mented tracts in the Wellington-Harrington
Urban Renewal Area.

*Copies also sent to CRA, Public Works,
Engineering, Traffic, Comm. Development
7/27/82 mb*

*copy sent to the City School for
informational purposes 7/1/82 mb
copies also sent to the Building
Dept. + Engineering Dept. 6/3/82*

In City Council,

June 28, 1982

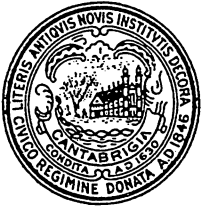
6/28/82

*Referred to
Calendar #13*

See Calendar #13

Order Adopted

7-0-2



CITY OF CAMBRIDGE

CAMBRIDGE, MASSACHUSETTS 02139
Tel. 498-9011

EXECUTIVE DEPARTMENT
ROBERT W. HEALY
City Manager

June 28, 1982

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City Manager

RWH/b

F-182

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*Copies also sent to CRA Public Works,
Engineering, Traffic, Comm. Development
7/2/82 mch*

*copy sent to the City Scheduler for
informational purposes 7/1/82 mch
copies also sent to the Building
Dept. + Engineering Dept. 6/3/82*

In City Council,

June 28, 1982

6/28/82

Referred to

Calendar #13

See Calendar #13

Order Adopted

7-0-2