

of

County, Massachusetts

being unmarried, for consideration paid, and in full consideration of

grants to

*

of

with quitclaim covenants

the land in

[Description and encumbrances, if any]

A parcel of land known as Tract Number 23F-11 as shown on a plan entitled "TRACT DISPOSITION PLAN, TRACT 23", prepared by Fay, Spofford & Thorndike, Inc., Engineers and dated April 4, 1982.

Beginning at a point on the westerly sideline of Relocated Webster Avenue, said point being the southeasterly property corner of Tract 23F-6.

Thence running S22°-21'-00"W along the westerly sideline of Relocated Webster Avenue, a distance of seven and forty-one hundredths (7.41) feet to a point;

Thence running southeasterly along the westerly sideline of said Relocated Webster Avenue by a line curving to the left with a radius of one hundred twenty-five and no hundredths (125.00) feet a distance of twenty-one and sixty-three hundredths (21.63) feet to a point;

Thence turning and running S79°-36'-36"W by Tract 23F-12 a distance of twelve and fifty-five hundredths (12.55) feet;

Thence turning and running N13°-26'-47"W by land now or formerly of Albert M. Pacheco, a distance of thirty-two and sixty hundredths (32.60) feet to a point;

Thence turning and running S86°-09'-01"E by Tract 23F-9, a distance of twenty-nine and twenty-eight hundredths (29.28) feet to the point of beginning.

Tract 23F-11 contains six hundred and one (601) square feet more or less and is shown on a plan entitled "TRACT DISPOSITION PLAN, TRACT 23", prepared by Fay, Spofford & Thorndike, Inc., Engineers and dated April 4, 1982.

A parcel of land known as Tract Number 23F-12 as shown on a plan entitled "TRACT DISPOSITION PLAN, TRACT 23", prepared by Fay, Spofford & Thorndike, Inc., Engineers and dated April 4, 1982.

Beginning at a point on the westerly sideline of Relocated Webster Avenue, said point being the southeasterly property corner of Tract 23F-11.

Thence running southeasterly along said westerly sideline of Relocated Webster Avenue by a line curving to the left with a radius of one hundred twenty-five and no hundredths (125.00) feet, a distance of forty-six and seventy-two hundredths (46.72) feet to a point;

Thence turning and running S76°-06'-00"W by Tract 23F-13, a distance of thirty-eight hundredths (0.38) feet to a point;

Thence turning and running N13°-26'-47"W by land now or formerly of Joseph A. L. Medeiros, a distance of forty-five and fifty hundredths (45.50) feet to a point;

Thence turning and running N79°-36'-36"E by Tract 23F-11, a distance of twelve and fifty-five (12.55) feet to the point of beginning.

Tract 23F-12 contains two hundred and twenty-six (226) square feet more or less and is shown on a plan entitled "TRACT DISPOSITION PLAN, TRACT 23", prepared by Fay, Spofford & Thorndike, Inc., Engineers and dated April 4, 1982.

Beginning at a point on the westerly sideline of Relocated Webster Avenue, said point being the southeasterly property corner of Tract 23F-12.

Thence running southeasterly along said westerly sideline of Relocated Webster Avenue by a line curving to the left with a radius of one hundred twenty-five

and no hundredths (125.00) feet, a distance of nine and seventy-four hundredths (9.74) feet to a point;

Thence running $N13^{\circ}-26'-47''W$ by land now or formerly of Mariano Furtado a distance of nine and seventy-three hundredths (9.73) feet to a point;

Thence turning and running $N76^{\circ}-06'-00''E$ by Tract 23F-12, a distance of thirty-eight hundredths (0.38) feet to the point of beginning.

Tract 23F-13 contains one and thirty hundredths (1.30) square feet more or less and is shown on a plan entitled "TRACT DISPOSITION PLAN, TRACT 23", prepared by Fay, Spofford & Thorndike, Inc., Engineers and dated April 4, 1982.

Beginning at a point on the easterly sideline of Windsor Street, said point being $S15^{\circ}-27'-08''W$, a distance of forty-six and eighty hundredths (46.80) feet from the intersection of the southerly sideline of Lincoln Street and the easterly sideline of Windsor Street;

Thence running $S65^{\circ}-48'-40''E$ by Tract 23F-7, a distance of seventy and fifty-three hundredths (70.53) feet to a point;

Thence turning and running $S13^{\circ}-26'-47''E$ by Tract 23F-9, a distance of twelve and eighty-four hundredths (12.84) feet to a point;

Thence turning and running $N86^{\circ}-09'-01''W$ by land now or formerly of Albert M. Pacheco, a distance of seventy-seven and fifty-one hundredths (77.51) feet to a point on the easterly sideline of Windsor Street;

Thence turning and running $N15^{\circ}-27'-08''E$ along the easterly sideline of Windsor Street, a distance of thirty-seven and fifty-five hundredths (37.55) feet to the point of beginning.

Tract 23F-10 contains one thousand seven hundred and eighty-four (1,784) feet more or less and is shown on a plan entitled "TRACT DISPOSITION PLAN, TRACT 23", prepared by Fay, Spofford & Thorndike, Inc., Engineers and dated April 4, 1982.

Witness hand and seal this day of 19

.....
.....
.....

The Commonwealth of Massachusetts

ss.

19

Then personally appeared the above named

and acknowledged the foregoing instrument to be

free act and deed, before me

.....
Notary Public — Justice of the Peace

My Commission Expires, 19

CHAPTER 183 SEC. 6 AS AMENDED BY CHAPTER 497 OF 1969

Every deed presented for record shall contain or have endorsed upon it the full name, residence and post office address of the grantee and a recital of the amount of the full consideration thereof in dollars or the nature of the other consideration therefor, if not delivered for a specific monetary sum. The full consideration shall mean the total price for the conveyance without deduction for any liens or encumbrances assumed by the grantee or remaining thereon. All such endorsements and recitals shall be recorded as part of the deed. Failure to comply with this section shall not affect the validity of any deed. No register of deeds shall accept a deed for recording unless it is in compliance with the requirements of this section.

MASSACHUSETTS
Statute Form of
Quitclaim Deed
(INDIVIDUAL)

TO

....., 19.....

at.....o'clock and.....minutes.....m.

Received and entered with

..... Deeds

Book.....Page.....

Attest:

.....

Register

FROM THE OFFICE OF

RETURN TO →

HOBBS & WARREN, INC.
PUBLISHERS STANDARD LEGAL FORMS

BOSTON • MASS.

FORM 882

REVISED CHAPTER 497-1969-727-1980

(Please print or type)

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, Page 294.

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 covenants provided in the foregoing paragraphs (1) and (2), and the United States of America shall be deemed a beneficiary of the covenant provided in paragraph (2), 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, 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, 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 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

My Commission Expires:

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 14693 , 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, 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 95/1000 (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 01/1000 (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.

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. # 529659} ~~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;

(3) shall cause all advertising (including signs) for sale and/or rental of the whole or any part of the granted premises to include the legend, "An Open Occupancy Building" in type or lettering of easily legible size and design. The word "Project" or "Development" may be substituted for the word "Building" where circumstances require such substitutions;

(4) shall comply with the regulations issued by the Secretary of Housing and Urban Development set forth in 37 F.R. 22732-3 and all applicable rules and orders issued thereunder which prohibit the use of lead-based paint in residential structures undergoing federally

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, codes 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 are to be cancelled, changed, or terminated at a particular time;

(10) 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 or rehabilitated 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 the existing at the time of such damage or destruction;

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 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 prosecuted 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 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 buildings

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;

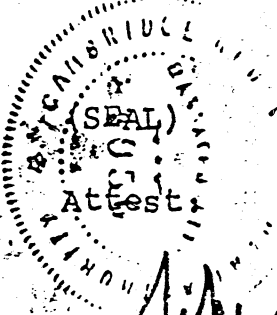
The agreements and covenants provided in the foregoing paragraphs (1) to (13), both inclusive, shall be covenants running with the land and they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise herein specifically provided, 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 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, 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 H. Powell
Executive Director and Secretary

CAMBRIDGE REDEVELOPMENT AUTHORITY

BY Thaddeus R. Beal

WELLINGTON-HARRINGTON
DEVELOPMENT CORPORATION

Grantee

(SEAL)

Attest:

Mary Ann Nicolero
Clerk

BY Annaliese M. Kauger, Jr.
its President

THE COMMONWEALTH OF MASSACHUSETTS

Cambridge, SS.

Then personally appeared the above named Thaddeus R. Beal and acknowledged the foregoing instrument to be the free act and deed of Cambridge Redevelopment Authority.

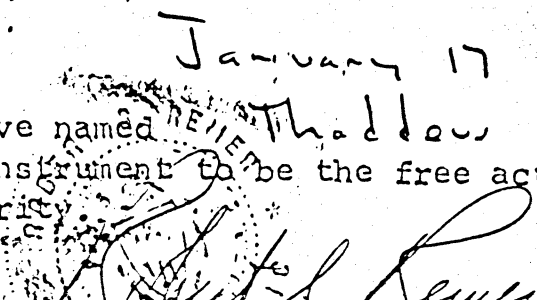


EXHIBIT A

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;

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:

- sd 1/25*
- 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;

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.

4 C 2620

8-12

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

Special Meeting
Cambridge Redevelopment Authority

M I N U T E S

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...)

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21-6

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");

(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;

(3) shall cause all advertising (including signs) for sale and/or rental of the whole or any part of the Property to include the legend, "An Open Occupancy Building" in type or lettering of easily

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SEE PLAN IN RECORD BOOK 12050 PAGE 394

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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 policies are to be cancelled, changed, or terminated at a particular time.

BK12050 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;

BK12030 10297

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. Arnold
Executive Director and Secretary

WELLINGTON-HARRINGTON DEVELOPMENT CORPORATION

Grantee
By Robert W. Bugh, 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: 8/17/76

COMMONWEALTH OF MASSACHUSETTS
Cancelled
P.B. 10928
00.32

BK12050 PG300

EXHIBIT "A"

LEGAL DESCRIPTION
TRACT NUMBER 2

WELLINGTON-HARRINGTON URBAN RENEWAL AREA PROJECT NO. Mass. R-108
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-108, 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 to a point; thence, turning and running

$S13^{\circ}-12'-33''$ W by land now or formerly of Antonio DePace, by land now or formerly of Walter and Francis Wistejunas, and by Tract 2F-10 and Tract 2F-9, all as shown on said Plan a distance of ninety-nine and eight-one hundredths (99.81) feet to a point; thence, turning and running

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 Raulinaitas, as shown on said Plan, a distance of forty-five and no hundredths (45.00) feet to a point, thence, turning and running

S22°-38'-47" W by land now or formerly of Charles and Anna Raulinaitas, as shown on said Plan, a distance of one hundred thirty and three hundredths (130.03) feet to a point on the Northeasterly side line of Lincoln Street; thence, turning and running

BK 12050. PG 302

• 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 787, 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

$N06^{\circ}-13'--2'' W$ a distance of ten and forty-seven hundredths (10.47) feet to a point; thence, turning and running

$N67^{\circ}-21'-19'' W$ a distance of fifty-eight and ninety-nine hundredths (58.99) 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.

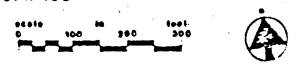


DEDICATION TRACTS

**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
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, appearing to read "Joseph F. Tulimieri".

Joseph F. Tulimieri
Executive Director

JFT: eal

Enclosure

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

SOLD to MARY Forester
CERTIFICATE

OF
TITLE.

Book 910

Page 142

No. 156092

DATE OF REGISTRATION

September 8, 1978

[Signature]
Cambridge Redevelopment Authority

Owner

3360 Main St.

[Signature] 02135

JOHN F. ZAMPARELLI, ESQ.

REGISTER OF DEEDS

ASSISTANT RECORDER

LAND COURT

MIDDLESEX SOUTH REGISTRY DISTRICT

CAMBRIDGE, MASS., 02141

IMPORTANT

See Note on back.

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 s { 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

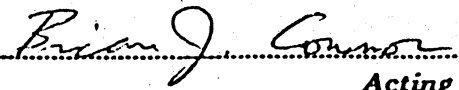
Cambridge Redevelopment Authority

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/ ^{Department of the Trial 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,


.....
Acting Assistant Recorder

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

Land Court Case No. 6358

Walden Square Urban Renewal Area
Cambridge Redevelopment Authority

O.)
12064/316
plan is new/ded
A.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");

(2) shall not discriminate upon the basis of race, color, creed, 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;

(3) shall cause all advertising (including signs) for sale and/or rental of the whole or any part of the Property to include the legend, "An Open Occupancy Building" in type or lettering of easily 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 (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 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;

(11) shall file with the Grantor certificates of policies and renewals 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 grant 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 reconstruction, restoration or repair need not be completed within a 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 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, 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 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 (15), 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 April 14, 1999; and the agreements and covenants in paragraph (2), (3), and (6), and all rights and obligations

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 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 (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), 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.

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 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 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.

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 _____ day of _____, 1971.

CAMBRIDGE REDEVELOPMENT AUTHORITY

Grantor

By: Thomas J. Murphy
Chairman

(SEAL)

Attest:

Robert S. Chubb
Executive Director and Secretary

WALDEN SQUARE
APARTMENTS COMPANY

Grantee

By: Henry M. Neim
General Partner

General Partner

General Partner

(SEAL)

Attest:

THE COMMONWEALTH OF MASSACHUSETTS

Cambridge, ss.

August 27

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

W. J. [Signature]

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 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 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 N26°-04'-50"W again by Tract 4 as shown on plan hereinafter described and by land now or formerly of Cambridge Friends School, Inc., a distance of one hundred twenty-one and eighty three hundredths (121.83) feet to a point;

Thence, turning and running S64°-03'-05"W again by land now or formerly of Cambridge Friends School, Inc., a distance of three hundred fifty-three and sixty-four hundredths (353.64) feet to a point;

Thence, turning and running N26°-06'-49"W by land now or formerly of Max Wasserman, a distance of forty-six and ninety-seven hundredths (46.97) feet to a point;

Thence, turning and running S65°-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°-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°-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 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°-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°-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°-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°-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°-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°-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°-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°-13'-30"E along the westerly side line of Raymond Street, a distance of seventy and no hundredths (70.00) feet to the point of beginning.

Containing three hundred seven thousand, two hundred eighty-three (307,283) square feet more or less.

Being Tract 1 as shown on plan to be recorded herewith and "Tract Disposition and Easement Plan," prepared by Fay, Spofford & Thorndike, Inc., dated August, 1971.

EXHIBIT "A" (continued)
FHA 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 (48.00) feet to a point;

Thence, turning and running S23°-13'-30" E again by Tract 1, as shown on plan hereinafter described, a distance of two hundred forty-six and no hundredths (246.00) feet to a point;

Thence, turning and running N66°-46'-30" E again by Tract 1, as shown on plan hereinafter described, a distance of forty-eight and no hundredths (48.00) feet to a point;

Thence, turning and running S23°-13'-30" E again by Tract 1, as shown on plan hereinafter described, a distance of twenty-nine and sixty-six hundredths (29.66) 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 $S87^{\circ}-33'-42''$ 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 $S02^{\circ}-26'-18''$ E again by Tract 1, as shown on plan hereinafter described, a distance of thirty-two and sixty-seven hundredths (32.67) 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 forty-five and seventy-six hundredths (45.76) 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°-33'-42" E again by Tract 1, as shown on plan hereinafter described, a distance of one hundred forty-nine and thirty-three hundredths (149.33) 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 (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 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) feet to the point of beginning.

Containing one hundred eleventhousand eight hundred ninety-nine (111,899) square feet more or less.

Being Easement No. 1 as shown on plan to be recorded here-
titled Tract Disposition and Easement Plan, prepared by Fay, Spc
Thorndike, Inc., dated August, 1971.

EXHIBIT "A" (continued)
FIA 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 (20.42) 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 eight and fifty-eight hundredths (8.58) feet to the point of beginning.

Containing four hundred fifty-three (453) square feet more or less.

Being Easement No. 2 as shown on the plan to be recorded herewith and titled "Tract Disposition and Easement Plan," prepared by Fay, Spofford & Thorndike, Inc., dated August, 1971.

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.
-



Cambridge Redevelopment Authority

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

June 7, 1982

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

Re: Status Report of Authority Activities Related to
City Council Hearing on June 7, 1982.

Dear Mr. Healy:

As you know, the Authority has been requested to attend the above-noted hearing.

In connection with this matter you and members of the City Council should be aware of the following:

- (1) Whitehead Institute The Authority has received the schematic design phase submission from Boston Properties and is planning a meeting with representatives of Boston Properties to review these materials and to discuss related matters. It should be noted that the Authority is considering this proposed use within the context of an executed Development Agreement with Boston Properties for Parcels 3 & 4.
- (2) Biogen The Authority has approved preliminary design for 14 Cambridge Center (BIOGEN) and has executed a license for construction activities on the site. This proposed use has been reviewed within the context of a Development Agreement with Boston Properties for Parcel 2.
- (3) Local Employment Services Program As we indicated to you and the City Council as recently as March 26, 1982 (copy attached), the Authority has been working with representatives of Boston Properties and the Eastern Middlesex Human Resource Development Authority (EMHRDA) to develop an employment services program to increase the extent of Cambridge resident employment at Cambridge Center. Boston Properties, as evidenced by its willingness to enter into a formal agreement, has committed resources to this undertaking. A copy of our agreement is attached.

This report is transmitted to you and to the City Council concurrently for your information.

Sincerely yours,



Joseph F. Tulimieri
Executive Director

JFT:eal

Attachments

cc: Paul E. Healy

AGREEMENT BETWEEN
THE CAMBRIDGE REDEVELOPMENT AUTHORITY
AND
BOSTON PROPERTIES
REGARDING
CAMBRIDGE RESIDENT EMPLOYMENT
AT
CAMBRIDGE CENTER

This Agreement is entered into between the Cambridge Redevelopment Authority (the "Authority") and Boston Properties (the "Developer") for the purpose of enhancing employment opportunities for Cambridge residents at Cambridge Center.

WHEREAS, the Developer, through its affiliated entity, Cambridge Center Associates, has entered into Development Agreements with the Authority under which it has undertaken to proceed with the development of Parcels 2, 3, and 4 within the Kendall Square Urban Renewal Area as a major multi-use project known as Cambridge Center;

WHEREAS, the Developer recognizes that it is one of the explicit objectives of the Urban Renewal Plan for this project that development at Cambridge Center provide the greatest possible employment opportunities for Cambridge residents;

WHEREAS, the Developer and the Authority believe that programs designed to promote the availability of a diversified and qualified work force would enhance the Developer's ability to meet and exceed its obligations under the Development Agreements to continue with development on a scheduled basis

that calls for the construction of a minimum total of approximately 750,000 square feet by the end of 5 years from this date and of approximately 1,420,000 square feet by the end of 10 years from this date;

WHEREAS, the Developer and the Authority believe it is desirable to reaffirm in writing their understanding of the objectives of the Cambridge Center project in respect to Cambridge resident employment and of the respective roles of the public and private sectors in achieving those objectives;

NOW THEREFOR, the Authority and the Developer do hereby agree as follows:

1. The Developer will take responsibility for serving as a central contact point between all present and future tenants and employers at Cambridge Center and the Authority and any and all other public agencies, in working to achieve the objective of continued increases in employment opportunities for Cambridge residents at Cambridge Center.
2. The Developer will bring to the attention of all present, prospective and future employers at Cambridge Center the availability of Cambridge residents for employment and the goals of the City in seeking to maximize Cambridge resident employment.

3. The Developer will actively work to obtain the cooperation of employers at Cambridge Center in course of action designed to increase the extent of employment of Cambridge residents, including, but not limited to: (a) the establishment of Cambridge resident employment as an objective of each such company; (b) the advertising of forthcoming job opportunities in media serving the Cambridge area; (c) the provision of advance information on forthcoming job opportunities to the Authority and other cooperating public agencies in order to maximize the opportunities for Cambridge residents to obtain these jobs.

4. The Authority and the Developer will work together and will cooperate with other public agencies in order to take the greatest possible advantage of the employment opportunities at Cambridge Center for Cambridge residents, and to this end their activities shall be designed to accomplish the following: (a) the dissemination of job listings to public agencies and community organizations serving unemployed and underemployed Cambridge residents; (b) the development of additional listing locations to serve this purpose; (c) the provision of follow-up recordkeeping and statistical analyses of listing efforts to provide a basis for the evaluation and improvement of this program; and (d) the design and implementation of additional program activities to further the objective of achieving increased employment of Cambridge residents.

5. The Developer will develop job profile descriptions of present and projected future employment at Cambridge Center and of related schooling and employment training requirements for such job types. The Developer will work together with the Authority to make these profiles and projections available to the Cambridge School Department, the Eastern Middlesex Human Resources Development Authority, and other public and private agencies that might benefit from access to such data in developing educational and training programs that will prepare Cambridge residents for the employment opportunities projected to become available at Cambridge Center over the next five to ten years.
6. The Developer agrees to commit such manpower and resources as are necessary to fulfill completely its obligations under this Agreement, and the Developer and the Authority agree to cooperate in full in seeking to achieve the objective set forth in this Agreement.

AGREED TO AND ACCEPTED THIS 18th DAY OF MAY, 1982.

BOSTON PROPERTIES

BY

David Bennett

CAMBRIDGE REDEVELOPMENT AUTHORITY

BY

Joseph L. Pulimieri



Cambridge Redevelopment Authority

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

March 25, 1982

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

Re: Requested Status Report, Employment in Biotechnology
and Proposed Resident Employment Services Program

Dear Mr. Healy:

At a hearing on March 8, 1982 on the proposed Whitehead Institute Building in Cambridge Center, the City Council, by unanimous vote, referred the entire matter to the Authority and the City Manager for a report. Attached hereto, in addition to a letter from Boston Properties regarding employment, are:

Report #1, a general status report for the Kendall Square project.

Report #2, a report on employment in the biotechnology sector.

Report #3, a proposed employment services program which we believe responds to the City Council's expressed concerns with respect to the availability of jobs for Cambridge residents.

This information is being transmitted for your review and comment and for transmittal to the City Council.

Sincerely yours,

Joseph F. Tulimieri
Executive Director

JFT:eal

Attachments (3)

cc: Joseph E. Connarton (a)
Deputy City Clerk



Cambridge Redevelopment Authority

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

March 26, 1982

Report #1

City Council
City Hall
Cambridge, Massachusetts 02139

Re: Status Report
Kendall Square Urban Renewal Area
Project No. Mass. R-107

The Honorable, City Council:

The following information regarding the status of development activities is presented for your information.

Parcel 2

The Authority has concluded negotiations with Boston Properties for the development of the ten-acre so-called NASA "surplus land" north of Broadway and has advertised its intent to enter into a development agreement.

In anticipation of executing this agreement, Boston Properties has entered into a letter of intent with BIOGEN, Inc. for the construction of a 65,000 s.f. building. Upon execution of the development agreement, the Authority will be prepared, after building design review, to enter into a supplemental land disposition contract in order that construction of this facility can begin.

The concept design plan for Parcel 2 provides for the construction of 420,000 to 770,000 s.f. of space. As an interim step, the Authority has authorized Boston Properties to commence preliminary construction activities prior to the execution of a supplemental land disposition contract, subject to the execution of the development agreement.

Parcels 3 & 4

In accordance with the terms of the overall master plan framework and concept design plan for these parcels, Boston Properties has completed and fully rented Five Cambridge Center, a 250,000 s.f. building fronting on Main Street and constructed on the first

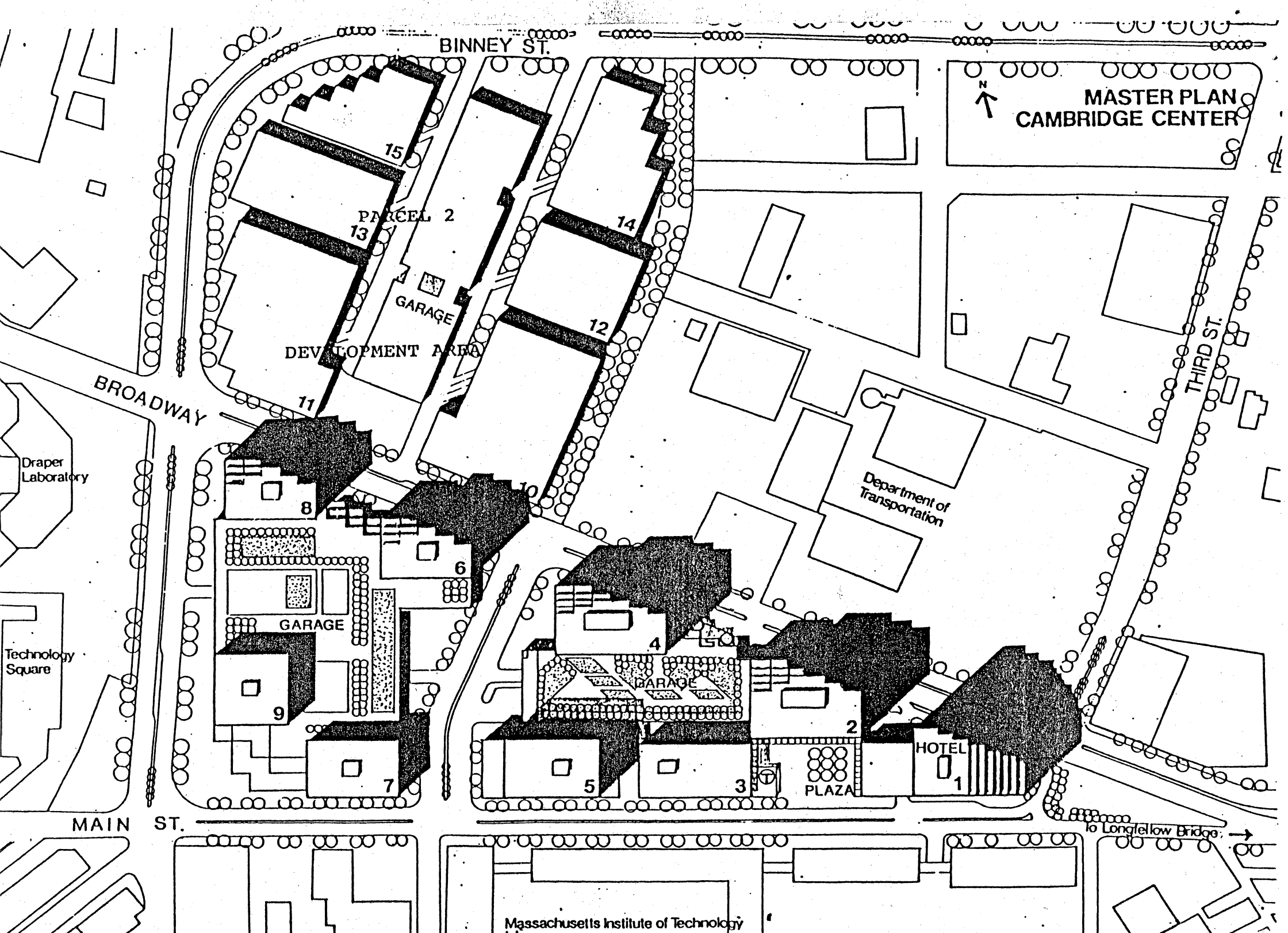
individual parcel. Construction of the 225,000 s.f. Four Cambridge Center, fronting on Broadway, is well underway with initial occupancy scheduled for the Fall of this year. Construction of a structured parking facility featuring a fully-landscaped roof-top available to the public is expected to be completed within 12 months. Boston Properties also has entered into a letter of intent with the Whitehead Institute and shall be submitting a development proposal for Authority consideration. As a part of the City's efforts to determine what it can expect to gain should the Whitehead Institute locate in Kendall Square, the City Manager and the City Assessors have negotiated the terms and conditions of an in-lieu-of tax payment agreement. That agreement, in draft form, is being reviewed by Authority Counsel in order that it may be incorporated into the deed transferring the land to Boston Properties thereby protecting the City's interest. Although the Authority has not received a formal development proposal from Boston Properties, the Authority is prepared to review such a proposal from the standpoint of jobs and revenue generation, design considerations, effect on continuing the established momentum of development and the extent to which it meets the development guidelines, and master plan framework for Cambridge Center. The total private sector financial commitment to date in these parcels is in excess of \$70-million, with a total anticipated investment at completion estimated at more than \$200-million.

Supplementary Activities

Reinforcing private sector development, construction has begun on a replacement traction power substation by the MBTA and design development work has been completed on the modernization of, and platform lengthening for, the Kendall Square Station.

The Authority has completed significant public improvements intended to support private investment. To date, required underground utilities and surface improvements have been constructed with other work scheduled for this construction season.

The Authority has concluded its land acquisition negotiations with the MBTA and now holds title to all of the real estate required for development activities in Parcels 3 and 4.



BINNEY ST.

MASTER PLAN
CAMBRIDGE CENTER

PARCEL 2

DEVELOPMENT AREA

Department of
Transportation

Draper
Laboratory

Technology
Square

Massachusetts Institute of Technology

to Longfellow Bridge

BROADWAY

THIRD ST.

MAIN ST.

15

13

14

12

11

8

6

9

7

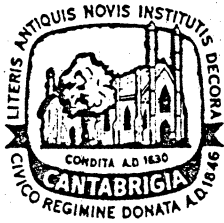
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5

3

2

1



Cambridge Redevelopment Authority

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

March 26, 1982

Report #2

City Council
City Hall
Cambridge, Massachusetts 02139

Re: Employment in the Biotechnology Sector

The Honorable, City Council:

A major new industry based upon the combining of the ages-old fermentation industry with the latest advances in the biological sciences is becoming a factor in contemporary society. New in concept, the industry goes under several names: Applied Genetics, Recombinant DNA (rDNA), General Engineering and Biotechnology.

Until recent years, the industry was not noticed other than by the scientists, entrepreneurs and investors who were intrigued by the possibility of being a part of the birth of the "next new industry," following the lead of the semiconductor, integrated circuit, computer, transistor, electronics and other high technology industries. But as perception of the promised birth is heightened by times of economic hardship, two questions present themselves:

1. Jobs--how many, what kind?
2. Where will this new industry be located?

It is extremely difficult to project the number and type of jobs in an industry whose form has yet to appear and which, once it does take shape, may not resemble traditional industries in structure or employment profile. It may be easier to predict the location of this new industry. There appear to be three prime candidate locations in the United States: San Diego, Calif.; the San Francisco Bay Area; and Cambridge/Boston, Mass. This is because the scientific talent that is contributing to the advance of the technology of rDNA is concentrated in these three areas. At least one of the three--San Diego--is also campaigning vigorously to attract such industries, using the resources of several divisions of its Chamber of Commerce plus the San Diego Economic Development Corporation, an arm of the city.

THE PROCESS

There is a well-established route traveled by many companies in the evolution of high-technology industries:

1. The technology is often invented and developed inside a university laboratory, or by scientists working in independent research facilities.
2. Capital and technology come together nearby to form small companies which nourish the technology and try to bring products to market.
3. Some of these small companies thrive in a shake-out process. Large corporations invest and build companies in promising areas.

It can be assumed that this process will take place in all three of the likely locations in the U.S. and that all three will host a mixture of companies, large and small, across the very wide spectrum that Applied Genetics presents. Cambridge/Boston is abreast of the other areas in terms of companies and jobs. Whether it will continue to gain its share of new jobs in this market is uncertain at this time.

THE INSTITUTIONS

Common to the three candidate areas are strong universities--in the West, campuses of Stanford and the University of California, with strong medical schools and science departments both in San Diego and the Bay Area; Harvard and M.I.T. in Cambridge/Boston.

Both California areas have an established base of independent, non-profit research institutions in the biological sciences. To provide direct comparison for examining the future in Cambridge, attention is focused upon San Diego, where two major independent biological research institutions are located, the Salk Institute for Biological Studies and the Scripps Clinic and Research Foundation. The Salk Institute, although somewhat larger, corresponds in many respects to the Whitehead Institute for Biomedical Research, proposed for the Kendall Square area.

TYPES OF EMPLOYMENT

Studies by the Office of Technology Assessment in the U.S. Congress, as well as an examination of data collected by the San Diego Economic Development Corporation, indicate three classes of employers are appearing:

1. The research-based organizations, some for the profit to be gained by selling their research results to other companies, some purely for research without anticipation of profit.

2. Small-scale production facilities, such as those being constructed to produce insulin and interferon by new processes.

Jobs for Scientists, Engineers, Managers

Organizations that are primarily focused upon research can be expected to have a high concentration of highly-trained, highly-education personnel. The growth of this industry in Cambridge can therefore be expected to provide employment for the numerous graduates of Harvard, M.I.T., Tufts, B.U. and the many other prestigious universities nearby who must now leave the Cambridge area for employment elsewhere.

Secure Jobs for Which Training Will Be Provided

But in addition, these research institutions employ numerous workers without advanced skills, many in jobs that have not existed previously. Workers will need to be trained for these jobs and candidates no doubt easily be identified within the Cambridge job market. Because companies will invest heavily in such training, these jobs will offer unusual long-term security. Such has been the case here with various electronics industries, and elsewhere, and, as will be shown, is the experience in the health sciences industry and other scientific industries in San Diego, although figures for types of employment are not readily available.

Jobs in Support Services

Further, the growth of this Applied Genetics industry will place demands upon support services, necessitating growth in firms that provide this support--such as transportation, food services, offices and technical supplies, business equipment, repairs and maintenance, insurance and financial services, building cleaning, trash removal and other support services--resulting in an increased number of jobs of a more traditional nature.

Two examples of employment profiles are illustrative:

I. RESEARCH-BASED ORGANIZATIONS

The Whitehead Institute for Biomedical Research, which has been proposed for the Kendall Square Urban Renewal Area, has projected that it would employ 200 persons. Approximately 75 percent of these employees would be categorized as scientific personnel (scientists, post-doctoral fellows, graduate students, laboratory scientific personnel).

However, one quarter of the employees would be workers providing support services. These would include administrative workers,

laboratory support workers, maintenance workers and security guards. The Whitehead Institute has estimated the annual payroll for these workers at \$700,000.

II. MANUFACTURING-BASED ORGANIZATIONS

The Office of Technology Assessment (OTA) has published the results of an intensive examination of the impact on the application of the genetic engineering process to the production of a single product. The product selected for this process was acetaminophen (APAP), a widely-used pharmaceutical product commonly known by the trade name used by its major manufacturer: Tylenol.

"Tylenol" is one of many products that might be suitable for conversion from traditional production to one being fermentation of engineered strains of bacteria, according to the OTA study. A total of more than 100 compounds in 17 different product categories was identified.

SAN DIEGO

The history of what might be called "The San Diego Case" is perhaps relevant. In the last 1950's, San Diego was a community with a dying aerospace industry, a stagnant tourist industry and a growing unemployment rate. It was a community beginning to experience, for the first time, conflict in communities where there were concentrations of persons who had been unemployed for long periods of time and among whom there seemed little likelihood of profitable employment soon.

The city government made two related moves at that time:

1. It actively encouraged the siting of a campus of the University of California on government-owned land to the city's north. That campus was to be the location of a medical school and school of science.
2. The city gave biologist Jonas Salk a no-strings gift of 27 acres of prime ocean-front land on which to erect an institute for biological research.

Later the city took further action: It zoned the area near the campus and the adjacent Salk Institute to encourage the siting of "clean companies"--companies and research organizations in science-related activities, particularly in the health sciences. Much of the land was dormant, abandoned military bases, rural property or other unproductive land.

Today, the city lists approximately 30 scientific companies or other organizations in that "science zone," with employment totaling approximately 10,000 persons.

Nearby, but outside the "zone," the city lists another 65-70 science-oriented firms. The seeds sprouted and thrived and San Diego seems to have sprouted and prospered as well from what it describes as "an abundance of clean, high-technology companies."

San Diego civic boosters continue to pay court to companies in the health sciences, boasting of its "national and international reputation as a health sciences center." Citing an "atmosphere of scientific excellence" focused around the new university campus, Salk and Scripps, the city's Chamber of Commerce promotes San Diego as a city "zoned for prosperity," and "zoned for success."

THE FUTURE

How much money will be spent in this Applied Genetics industry in the future? How much money will the industry earn? How many jobs will there be?

The estimates vary widely. There are many factors that will influence the outcome besides basic market forces. But the world investment community, with conservative reputation, has already invested more than a billion dollars in companies whose assets are scientists with ideas. These investors apparently believe these companies will prosper and grow by capturing a significant proportion of many markets.

How large is the potential market for these companies?

According to the OTA study, the current market value of key products in the five basic areas where Applied Genetics will have its greatest impact--pharmaceuticals, chemicals, food, agriculture and energy--is \$27 billion. What portion of the total market will ultimately be captured by Applied Genetics companies, and what share will wind up in Cambridge/Boston, is difficult to predict. The total market is vast, and growing, as are the opportunities for Cambridge. Added to this market are entries on a growing list of products that can only be produced through genetic engineering and are beginning to find wide application.

THE SCENARIO

For Cambridge, the most likely scenario would be for its universities and independent research laboratories to continue to provide the intellectual resources that will attract corporations eager to invest in new manufacturing plants and facilities utilizing the new rDNA technology. Research performed at Harvard and M.I.T. led to the establishment of numerous electronics-based laboratories, consulting companies and manufacturing plants that found it convenient and necessary to be near the source.

The "genetic revolution" has already spawned several major companies, such as Biogen, and many other smaller ones, in Cambridge and nearby. The near future could bring other companies seeking to be near the fountainhead of rDNA research--and inside a community with a history of demonstrated success in high technology companies.



Cambridge Redevelopment Authority

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

March 26, 1982

Report #3

City Council
City Hall
Cambridge, Massachusetts 02139

Re: Proposed Employment Services Program

The Honorable, City Council:

The Cambridge Center development in the Kendall Square Urban Renewal project is expected to produce more than 7,000 permanent jobs. A considerable portion of these will be non-professional jobs. In addition, more than 2,000 temporary construction jobs are being created from project development activities in both the private and public sector.

The basic document governing activities in the project is the Urban Renewal Plan. It contains specific objectives with respect to the creation of job opportunities for Cambridge residents. The Cambridge City Council, from time to time, has expressed its policy of emphasizing the importance of job opportunities for Cambridge residents, a policy the Cambridge Redevelopment Authority is exerting every effort to implement.

In an attached letter, Boston Properties, the developer of Cambridge Center, not only has recognized the goal of increased opportunities for Cambridge resident employment, but has proposed to cooperate fully in a course of action essential to meeting that goal.

Consequently, it would be recommended that the City Council approve the formation of a Cambridge Resident Employment Council, comprised of Boston Properties, other developers in the Eastern Cambridge area, the Cambridge Community Development Department, the Chamber of Commerce, the Business Education Department of Cambridge Rindge & Latin School, the Eastern Middlesex Human Resource Development Authority, the State Division of Employment Security, the Cambridge Department of Human Services, the Office of the City Manager, and the Cambridge Redevelopment Authority.

This Council would promptly enlist the direct support of the Eastern Middlesex Human Resource Development Authority offices

on Essex street, and the State Division of Employment Security offices on Green street to serve as a central location for job posting and job employment training and other related information. The Cambridge Resident Employment Council would stimulate a local hiring mentality and move to identify and consolidate training opportunities made available by both the private and public sectors.

DAVID BARRETT
VICE PRESIDENT

March 24, 1982

Mr. Joseph F. Tulimieri
Executive Director
Cambridge Redevelopment Authority
336 Main Street
Cambridge, MA 02142

Re: Resident Employment at Cambridge Center

Dear Joe:

This letter will confirm the discussions we have had concerning the approach that Boston Properties proposes to take to increase the extent of Cambridge resident employment at Cambridge Center as far as possible.

We recognize that increased opportunities for Cambridge resident employment is one of the explicit goals of the urban renewal program, and that it is a primary goal of the project in the view of the City Council, the City Manager, and the Cambridge Redevelopment Authority. As the private sector developer of the project, we want to make clear our willingness to cooperate fully in a continuing effort to achieve this goal.

At the same time, our own perspective is that this should be done in a manner that will add to the attractiveness of Cambridge Center as a location for prospective tenants since it is closely related to a key aspect of locational choice that will affect decisions made by those who might locate in Cambridge Center: the availability of a work force that can give growing companies the confidence that their labor requirements can be met both for their initial needs and for their long term expansion.

Letter to Mr. Tulimieri
March 24, 1982
Page 2

Boston Properties' experience and abilities is primarily in the area of real estate development and not in manpower and employment issues. However, we believe that there are a number of steps that we can take, which I can briefly summarize as follows:

First, we will act as a single point of contact for dealing with all of the present and future tenants at Cambridge Center.

Second, we will actively work to obtain the cooperation of our tenants in a course of action designed to increase the opportunities for Cambridge resident employment at Cambridge Center. The most important activity in this regard that we can presently identify is to establish a process for the flow of information about forthcoming job opportunities at Cambridge Center in a manner that will bring these to the attention of Cambridge residents who might be interested in and suitable for such jobs. We will work with you and other representatives of the city to establish and improve as necessary the means for doing this. (For example, our own assessment is that one or more central locations in the city that already serve, or would serve, as a common employment listing location--such as the D. E. S. office on Green Street and EMHRDA office on Essex Street--would be the most effective for such a purpose; they could be used as common job-posting locations for any other job information being developed in other developing areas of the city, and would give residents one or more central locations at which they could obtain all such information in a convenient manner.)

Third, we will work with you and other public agency representatives as are appropriate to establish an accurate, up-to-date description of the work force available at Cambridge Center, and in the city generally, to use in informing present and prospective tenants about the nature and quality of the available labor pool, and, in relation to this, where the opportunity presents itself, to develop training programs (either through public agencies or, where possible, at private companies themselves) to qualify those seeking employment for new or different jobs. As you know, we have already met with representatives of the Authority and EMHRDA to discuss both of these issues.

Fourth, we will continue to work with you in an effort to make the activities outlined above work successfully and to develop any other approaches that might prove useful in increasing Cambridge resident employment at Cambridge Center.



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
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Enclosure

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Mr. Russell Higley
Ms. Joan Rastovica



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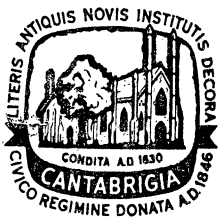
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May 6, 1982 / 5:30 P.M. / 336 Main Street

Regular Meeting
Cambridge Redevelopment Authority

E X C E R P T S F R O M T H E M I N U T E S

A regular meeting of the Cambridge Redevelopment Authority was held at 5:30 P.M., on May 6, 1982, 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 Chairman, Charles C. Nowiszewski, at 5:45 P.M.

The following members were present:

Charles C. Nowiszewski, Chairman,
Thomas J. Murphy, Vice-Chairman,
Frank S. Maragioglio, Treasurer,
Gustave M. Solomons, Assistant Treasurer, and
Jacqueline S. Sullivan, Member.

The Chairman declared a quorum present.

Other persons at the meeting were:

Authority staff members:

Joseph F. Tulimieri, Executive Director,
Robert S. Remer, Deputy Executive Director,
Thaddeus J. Tercyak, Deputy Director,
Robert J. Perry, Assistant Executive Director,
Nathan Green, Special Assistant,
Joseph P. Youngworth, Project Manager, and
Susan S. Lanza, Site Development Officer.

Walden Square Urban Renewal Area
Wellington-Harrington Urban Renewal Area : Dedications

The Chairman called for consideration of an action to dedicate to the City of Cambridge various tracts and easements in the Wellington-Harrington Urban Renewal Area, and the Walden Square Urban Renewal Area.

On motions by Mr. Maragioglio, as seconded, it was unanimously by those members present

(continued on next page...)

Voted: That this Authority convey to the City of Cambridge for \$1 the parcels of land, and the improvements thereon, in the Wellington-Harrington Urban Renewal Area identified as Tract Numbers 19A, 19BF-1, 3CF-2, 3B, 36F-1, 2F-11, 2F-12, 23F-1, 23F-8, 23F-7, 25-D, 29F-2A and 36F-1 and Block 38, Parcel 3, all as more particularly described in the form of deed presented to and hereby made part of the records of this meeting; and that the Chairman and Vice Chairman of this Authority be, and each of them acting singly hereby is, authorized, for and in the name of this Authority, to execute and deliver to the City a deed in or substantially in such form and to take any and all other actions as the officer so acting may deem necessary or desirable to effectuate the conveyance to the City of said parcels of land and improvements in accordance with the approved urban renewal plan, as amended, for such project area.

Voted: That this Authority transfer to the City of Cambridge for \$1 the easements reserved by the Authority in the Wellington-Harrington Urban Renewal Area and the Walden Square Urban Renewal Area as more particularly described in the form of Grant of Easement presented to and hereby made a part of the records of this meeting; and that the Chairman and Vice Chairman of this Authority be, and each of them acting singly hereby is, authorized, for and in the name of this Authority, to execute and deliver to the City a Grant of Easement in or substantially in such form and to take any and all other actions as the officer so acting may deem necessary or desirable to effectuate the transfer to the City of such reserved easements in accordance with the approved urban renewal plan, as amended, for such project areas.

CERTIFICATE OF RECORDING OFFICER

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

(SEAL)

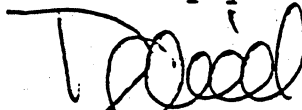
Joseph F. Tulimieri
Secretary and Executive Director

Date

Letter to Mr. Tulumieri
March 24, 1982
Page 3

While our commitment to take the steps outlined above is unilateral, we strongly believe that the success of these efforts will be directly affected by the extent of the cooperative attempt by ourselves and the city to achieve these ends, and we look forward to working with you towards these objectives.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "David Barrett".

David Barrett
Vice President

DB/mag

S-431A