



City of Cambridge

(Agenda Item No. 3)

IN CITY COUNCIL

March 20, 1989

- WHEREAS: The City of Cambridge is involved in a major revitalization and development of the East Cambridge Riverfront Area; and
- WHEREAS: The revitalization is being implemented according to the East Cambridge Riverfront Plan; and
- WHEREAS: Canal Park Associates is participating in this revitalization through their construction of a new office/retail building known as One Canal Park located at Lechmere Canal Park; and
- WHEREAS: The ground floor of said One Canal Park will be occupied by retail establishments such as restaurants to help provide an active, lively pedestrian environment at Lechmere Canal Park; and
- WHEREAS: To provide handicapped access into said restaurants from Lechmere Canal Park, it is necessary to construct ramps on a portion of Lechmere Canal Park, said Park being owned by the City of Cambridge; and
- WHEREAS: Canal Park Associates has requested that an encroachment easement in portions of Lechmere Canal Park be granted to them in order that they may construct said handicapped ramps; and
- WHEREAS: This City Council is desirous of supporting said project and of granting an encroachment easement to Canal Park Associates in portions of Lechmere Canal Park abutting their property and as more particularly described in the attached Exhibit A; now, therefore, be it
- ORDERED: That Canal Park Associates be granted an encroachment easement substantially in the form of the Encroachment Easement Agreement attached hereto; and be it further
- ORDERED: That the City Manager is hereby authorized to execute and deliver to Canal Park Associates such Encroachment Easement Agreement.

In City Council March 20, 1989.

Adopted by the affirmative vote of 9 members.

Attest:- Joseph E. Connarton, City Clerk.

A true copy;

ATTEST:-

Joseph E. Connarton
Joseph E. Connarton, City Clerk.

ENCROACHMENT EASEMENT AGREEMENT

The City of Cambridge, a municipal corporation located in the County of Middlesex, the Commonwealth of Massachusetts (together with its successors and assigns, the "Grantor"), for One Hundred Dollars (\$100.00) paid and for other valuable consideration the receipt and sufficiency of which are hereby acknowledged by Grantor, hereby GRANTS to Canal Park Associates, a New York general partnership (the "Partnership") with a principal office at 28 Thorndike Street, Cambridge, Massachusetts (the Partnership, with its successors and assigns, is hereinafter referred to as the "Grantee") a right and easement (the "Easement") for the purposes hereinafter set forth over the area (the "Easement Area") owned by Grantor in the city of Cambridge, Middlesex County, Massachusetts, more described in Exhibit A attached hereto and made a part hereof.

The Easement shall be for the benefit of and as appurtenant to that land of Grantee shown as Parcel C on a plan recorded with a deed with Middlesex South Registry of Deeds (the "Registry") in Book 16059, Page 434. The Easement shall survive and be appurtenant to said parcel so long as the office building (the "Building") described in that certain Special Permit dated July 3, 1984, recorded with said Deeds in Book 15912, Page 299, as amended by two Minor Amendments dated January 8, 1985 and February 5, 1985 and recorded with the Registry in Book 16044, Page 457 and in Book 16044, Page 459, respectively, and as may be further amended by the city of Cambridge Planning Board from time to time, shall remain standing and in use for the purposes described in said Special Permit, as so amended and shall terminate when said Building is no longer standing or used for such purposes, unless extended by an instrument in writing executed by the Grantor.

The Easement shall be solely for the purpose of maintaining minor encroachments, if any, onto the lands of Grantor caused by the construction of handicap access ramps for the Building, the design of which initially and for any future reconstruction of such ramps shall be subject to Grantor's prior written approval.

Grantee covenants and agrees that it shall, at its own expense, maintain or cause the Easement Area to be maintained in safe condition and in good repair, including, without limitation, all pilings, supports, foundations, utility lines, catch basins and other drainage facilities, paving, sidewalks, railings and the like now or hereafter located within or in proximity to the Easement Area. Grantee further covenants and agrees that to the extent Grantee shall not make or commence to make reasonably necessary repairs or replacements to any of the aforementioned within thirty (30) days of written notice from Grantor as to the need for such repairs or replacements and

shall not thereafter complete such repairs or replacements with all due diligence, Grantor may make any such repairs or replacements on behalf of and at the expense of Grantee. In the case of structural failures or other dangerous conditions, which in the reasonable judgment of Grantor materially and substantially jeopardize the use or structural integrity of any portion of the Grantor's property or which place human life at risk of injury, Grantor shall have the right, after notice to the Grantee, to make immediate repairs to alleviate such emergency conditions on behalf of and at the expense of Grantee (provided that Grantor gives notice to the Grantee of such repairs at the earliest feasible time). Notwithstanding the foregoing, Grantee shall have no obligation to make or commence any repairs or replacements necessitated or caused by the negligence or willful misconduct of the Grantor, its agents, invitees or employees.

Upon expiration of this Easement, Grantee covenants to restore the Easement Area to the same condition it was in at the time on the date hereof.

Grantee shall maintain general liability coverage for its operations on the Easement Area naming Grantor as an additional insured thereon. Grantee agrees to indemnify and hold Grantor harmless from and against all loss, claims or injury, including reasonable attorneys fees in connection therewith, arising in connection with or as a result of the use of the Easement Area by Grantee as herein provided.

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

This Encroachment Easement Agreement may not be released, discharged, abandoned, changed, amended or modified except as hereinbefore provided or by an instrument in writing executed by the parties hereto and filed with said Deeds. This Easement is appurtenant to the benefited parcels and shall be deemed to be a covenant running with the land.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 1989.

Approved as to form:

CITY OF CAMBRIDGE

Russell B. Higley,
City Solicitor

By: _____
Robert W. Healy,
City Manager

CANAL PARK ASSOCIATES

By: _____
Arnold Marcus,
Managing General Partner

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

, 1989

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

Notary Public

My commission expires:

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

, 1989

Then personally appeared before me the above named Arnold Marcus, Managing General Partner of Canal Park Associates, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of the said Canal Park Associates, before me.

Notary Public

My commission expires:

EXHIBIT A

Description of Encroachment Easements Area

Those two (2) certain areas on the Easterly side of the Building and lot, both shown as "Handicap Ramp Easement" on a plan of land entitled "Easement Plan of Land in Cambridge, MA" dated February 9, 1989 and prepared by Lanata & Assoc., Inc., a copy of which is recorded herewith as Plan _____ of _____, in the Middlesex County Registry of Deeds, which easements are more particularly described as follows:

The first area is described as follows:

Commencing at a point on the Easterly side of the building shown on such Plan, said point being 25.74 feet South, more or less, from the Northeasterly corner of said building, thence proceeding South 80° 24' 35" East for a distance of 5.67 feet, more or less;

Thence South 09° 35' 25" West for a distance of 11.17 feet, more or less;

Thence South 80° 24' 35" East for a distance of 5.50 feet, more or less;

Thence South 09° 35' 25" West for a distance of 23.00 feet, more or less;

Thence North 80° 24' 35" West for a distance of 5.50 feet, more or less;

Thence South 09° 35' 25" West for a distance of 11.17 feet, more or less;

Thence North 80° 24' 35" West for a distance of 7.17 feet, more or less;

Thence North 09° 30' 26" East for a distance of 42.05 feet, more or less;

Thence South 81° 45' 00" East for a distance of 1.56 feet, more or less;

Thence North 09° 35' 25" East for a distance of 3.26 feet, more or less, to the point of beginning.

Containing 448 square feet, more or less.

And a second area as shown on said Plan commencing at a point on the Southeasterly corner of the Building shown on said distance of 35.66 feet, more or less;

Thence South $80^{\circ} 29' 34''$ East for a distance of 18.45 feet, more or less;

Thence generally Southwesterly for a distance of 37.00 feet, more or less, along a curved line having a radius of 173.08 feet;

Thence North $80^{\circ} 31' 11''$ West for a distance of 8.83 feet, more or less, to the point of beginning.

Containing 462 square feet, more or less.



City of Cambridge

(Agenda Item No. 3)

IN CITY COUNCIL

March 20, 1989

- WHEREAS: The City of Cambridge is involved in a major revitalization and development of the East Cambridge Riverfront Area; and
- WHEREAS: The revitalization is being implemented according to the East Cambridge Riverfront Plan; and
- WHEREAS: Canal Park Associates is participating in this revitalization through their construction of a new office/retail building known as One Canal Park located at Lechmere Canal Park; and
- WHEREAS: The ground floor of said One Canal Park will be occupied by retail establishments such as restaurants to help provide an active, lively pedestrian environment at Lechmere Canal Park; and
- WHEREAS: To provide handicapped access into said restaurants from Lechmere Canal Park, it is necessary to construct ramps on a portion of Lechmere Canal Park, said Park being owned by the City of Cambridge; and
- WHEREAS: Canal Park Associates has requested that an encroachment easement in portions of Lechmere Canal Park be granted to them in order that they may construct said handicapped ramps; and
- WHEREAS: This City Council is desirous of supporting said project and of granting an encroachment easement to Canal Park Associates in portions of Lechmere Canal Park abutting their property and as more particularly described in the attached Exhibit A; now, therefore, be it
- ORDERED: That Canal Park Associates be granted an encroachment easement substantially in the form of the Encroachment Easement Agreement attached hereto; and be it further
- ORDERED: That the City Manager is hereby authorized to execute and deliver to Canal Park Associates such Encroachment Easement Agreement.

In City Council March 20, 1989.

Adopted by the affirmative vote of 9 members.

Attest:- Joseph E. Connarton, City Clerk.

A true copy;

ATTEST:-

Joseph E. Connarton
Joseph E. Connarton, City Clerk.

ENCROACHMENT EASEMENT AGREEMENT

The City of Cambridge, a municipal corporation located in the County of Middlesex, the Commonwealth of Massachusetts (together with its successors and assigns, the "Grantor"), for One Hundred Dollars (\$100.00) paid and for other valuable consideration the receipt and sufficiency of which are hereby acknowledged by Grantor, hereby GRANTS to Canal Park Associates, a New York general partnership (the "Partnership") with a principal office at 28 Thorndike Street, Cambridge, Massachusetts (the Partnership, with its successors and assigns, is hereinafter referred to as the "Grantee") a right and easement (the "Easement") for the purposes hereinafter set forth over the area (the "Easement Area") owned by Grantor in the city of Cambridge, Middlesex County, Massachusetts, more described in Exhibit A attached hereto and made a part hereof.

The Easement shall be for the benefit of and as appurtenant to that land of Grantee shown as Parcel C on a plan recorded with a deed with Middlesex South Registry of Deeds (the "Registry") in Book 16059, Page 434. The Easement shall survive and be appurtenant to said parcel so long as the office building (the "Building") described in that certain Special Permit dated July 3, 1984, recorded with said Deeds in Book 15912, Page 299, as amended by two Minor Amendments dated January 8, 1985 and February 5, 1985 and recorded with the Registry in Book 16044, Page 457 and in Book 16044, Page 459, respectively, and as may be further amended by the city of Cambridge Planning Board from time to time, shall remain standing and in use for the purposes described in said Special Permit, as so amended and shall terminate when said Building is no longer standing or used for such purposes, unless extended by an instrument in writing executed by the Grantor.

The Easement shall be solely for the purpose of maintaining minor encroachments, if any, onto the lands of Grantor caused by the construction of handicap access ramps for the Building, the design of which initially and for any future reconstruction of such ramps shall be subject to Grantor's prior written approval.

Grantee covenants and agrees that it shall, at its own expense, maintain or cause the Easement Area to be maintained in safe condition and in good repair, including, without limitation, all pilings, supports, foundations, utility lines, catch basins and other drainage facilities, paving, sidewalks, railings and the like now or hereafter located within or in proximity to the Easement Area. Grantee further covenants and agrees that to the extent Grantee shall not make or commence to make reasonably necessary repairs or replacements to any of the aforementioned within thirty (30) days of written notice from Grantor as to the need for such repairs or replacements and

shall not thereafter complete such repairs or replacements with all due diligence, Grantor may make any such repairs or replacements on behalf of and at the expense of Grantee. In the case of structural failures or other dangerous conditions, which in the reasonable judgment of Grantor materially and substantially jeopardize the use or structural integrity of any portion of the Grantor's property or which place human life at risk of injury, Grantor shall have the right, after notice to the Grantee, to make immediate repairs to alleviate such emergency conditions on behalf of and at the expense of Grantee (provided that Grantor gives notice to the Grantee of such repairs at the earliest feasible time). Notwithstanding the foregoing, Grantee shall have no obligation to make or commence any repairs or replacements necessitated or caused by the negligence or willful misconduct of the Grantor, its agents, invitees or employees.

Upon expiration of this Easement, Grantee covenants to restore the Easement Area to the same condition it was in at the time on the date hereof.

Grantee shall maintain general liability coverage for its operations on the Easement Area naming Grantor as an additional insured thereon. Grantee agrees to indemnify and hold Grantor harmless from and against all loss, claims or injury, including reasonable attorneys fees in connection therewith, arising in connection with or as a result of the use of the Easement Area by Grantee as herein provided.

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

This Encroachment Easement Agreement may not be released, discharged, abandoned, changed, amended or modified except as hereinbefore provided or by an instrument in writing executed by the parties hereto and filed with said Deeds. This Easement is appurtenant to the benefited parcels and shall be deemed to be a covenant running with the land.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 1989.

Approved as to form:

CITY OF CAMBRIDGE

Russell B. Higley,
City Solicitor

By: _____
Robert W. Healy,
City Manager

CANAL PARK ASSOCIATES

By: _____
Arnold Marcus,
Managing General Partner

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

, 1989

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

Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

, 1989

Then personally appeared before me the above named Arnold Marcus, Managing General Partner of Canal Park Associates, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of the said Canal Park Associates, before me.

Notary Public
My commission expires:

EXHIBIT A

Description of Encroachment Easements Area

Those two (2) certain areas on the Easterly side of the Building and lot, both shown as "Handicap Ramp Easement" on a plan of land entitled "Easement Plan of Land in Cambridge, MA" dated February 9, 1989 and prepared by Lanata & Assoc., Inc., a copy of which is recorded herewith as Plan _____ of _____, in the Middlesex County Registry of Deeds, which easements are more particularly described as follows:

The first area is described as follows:

Commencing at a point on the Easterly side of the building shown on such Plan, said point being 25.74 feet South, more or less, from the Northeasterly corner of said building, thence proceeding South 80° 24' 35" East for a distance of 5.67 feet, more or less;

Thence South 09° 35' 25" West for a distance of 11.17 feet, more or less;

Thence South 80° 24' 35" East for a distance of 5.50 feet, more or less;

Thence South 09° 35' 25" West for a distance of 23.00 feet, more or less;

Thence North 80° 24' 35" West for a distance of 5.50 feet, more or less;

Thence South 09° 35' 25" West for a distance of 11.17 feet, more or less;

Thence North 80° 24' 35" West for a distance of 7.17 feet, more or less;

Thence North 09° 30' 26" East for a distance of 42.05 feet, more or less;

Thence South 81° 45' 00" East for a distance of 1.56 feet, more or less;

Thence North 09° 35' 25" East for a distance of 3.26 feet, more or less, to the point of beginning.

Containing 448 square feet, more or less.

And a second area as shown on said Plan commencing at a point on the Southeasterly corner of the Building shown on said distance of 35.66 feet, more or less;

Thence South $80^{\circ} 29' 34''$ East for a distance of 18.45 feet, more or less;

Thence generally Southwesterly for a distance of 37.00 feet, more or less, along a curved line having a radius of 173.08 feet;

Thence North $80^{\circ} 31' 11''$ West for a distance of 8.83 feet, more or less, to the point of beginning.

Containing 462 square feet, more or less.



City of Cambridge

(Agenda Item No. 3)

IN CITY COUNCIL

March 20, 1989

- WHEREAS: The City of Cambridge is involved in a major revitalization and development of the East Cambridge Riverfront Area; and
- WHEREAS: The revitalization is being implemented according to the East Cambridge Riverfront Plan; and
- WHEREAS: Canal Park Associates is participating in this revitalization through their construction of a new office/retail building known as One Canal Park located at Lechmere Canal Park; and
- WHEREAS: The ground floor of said One Canal Park will be occupied by retail establishments such as restaurants to help provide an active, lively pedestrian environment at Lechmere Canal Park; and
- WHEREAS: To provide handicapped access into said restaurants from Lechmere Canal Park, it is necessary to construct ramps on a portion of Lechmere Canal Park, said Park being owned by the City of Cambridge; and
- WHEREAS: Canal Park Associates has requested that an encroachment easement in portions of Lechmere Canal Park be granted to them in order that they may construct said handicapped ramps; and
- WHEREAS: This City Council is desirous of supporting said project and of granting an encroachment easement to Canal Park Associates in portions of Lechmere Canal Park abutting their property and as more particularly described in the attached Exhibit A; now, therefore, be it
- ORDERED: That Canal Park Associates be granted an encroachment easement substantially in the form of the Encroachment Easement Agreement attached hereto; and be it further
- ORDERED: That the City Manager is hereby authorized to execute and deliver to Canal Park Associates such Encroachment Easement Agreement.

In City Council March 20, 1989.

Adopted by the affirmative vote of 9 members.

Attest:- Joseph E. Connarton, City Clerk.

A true copy;

ATTEST:-

Joseph E. Connarton, City Clerk.



City of Cambridge

(Agenda Item No. 3)

IN CITY COUNCIL

March 20, 1989

- WHEREAS: The City of Cambridge is involved in a major revitalization and development of the East Cambridge Riverfront Area; and
- WHEREAS: The revitalization is being implemented according to the East Cambridge Riverfront Plan; and
- WHEREAS: Canal Park Associates is participating in this revitalization through their construction of a new office/retail building known as One Canal Park located at Lechmere Canal Park; and
- WHEREAS: The ground floor of said One Canal Park will be occupied by retail establishments such as restaurants to help provide an active, lively pedestrian environment at Lechmere Canal Park; and
- WHEREAS: To provide handicapped access into said restaurants from Lechmere Canal Park, it is necessary to construct ramps on a portion of Lechmere Canal Park, said Park being owned by the City of Cambridge; and
- WHEREAS: Canal Park Associates has requested that an encroachment easement in portions of Lechmere Canal Park be granted to them in order that they may construct said handicapped ramps; and
- WHEREAS: This City Council is desirous of supporting said project and of granting an encroachment easement to Canal Park Associates in portions of Lechmere Canal Park abutting their property and as more particularly described in the attached Exhibit A; now, therefore, be it
- ORDERED: That Canal Park Associates be granted an encroachment easement substantially in the form of the Encroachment Easement Agreement attached hereto; and be it further
- ORDERED: That the City Manager is hereby authorized to execute and deliver to Canal Park Associates such Encroachment Easement Agreement.

In City Council March 20, 1989.

Adopted by the affirmative vote of 9 members.

Attest:- Joseph E. Connarton, City Clerk.

A true copy;

ATTEST:-

Joseph E. Connarton
Joseph E. Connarton, City Clerk.

ENCROACHMENT EASEMENT AGREEMENT

The City of Cambridge, a municipal corporation located in the County of Middlesex, the Commonwealth of Massachusetts (together with its successors and assigns, the "Grantor"), for One Hundred Dollars (\$100.00) paid and for other valuable consideration the receipt and sufficiency of which are hereby acknowledged by Grantor, hereby GRANTS to Canal Park Associates, a New York general partnership (the "Partnership") with a principal office at 28 Thorndike Street, Cambridge, Massachusetts (the Partnership, with its successors and assigns, is hereinafter referred to as the "Grantee") a right and easement (the "Easement") for the purposes hereinafter set forth over the area (the "Easement Area") owned by Grantor in the city of Cambridge, Middlesex County, Massachusetts, more described in Exhibit A attached hereto and made a part hereof.

The Easement shall be for the benefit of and as appurtenant to that land of Grantee shown as Parcel C on a plan recorded with a deed with Middlesex South Registry of Deeds (the "Registry") in Book 16059, Page 434. The Easement shall survive and be appurtenant to said parcel so long as the office building (the "Building") described in that certain Special Permit dated July 3, 1984, recorded with said Deeds in Book 15912, Page 299, as amended by two Minor Amendments dated January 8, 1985 and February 5, 1985 and recorded with the Registry in Book 16044, Page 457 and in Book 16044, Page 459, respectively, and as may be further amended by the city of Cambridge Planning Board from time to time, shall remain standing and in use for the purposes described in said Special Permit, as so amended and shall terminate when said Building is no longer standing or used for such purposes, unless extended by an instrument in writing executed by the Grantor.

The Easement shall be solely for the purpose of maintaining minor encroachments, if any, onto the lands of Grantor caused by the construction of handicap access ramps for the Building, the design of which initially and for any future reconstruction of such ramps shall be subject to Grantor's prior written approval.

Grantee covenants and agrees that it shall, at its own expense, maintain or cause the Easement Area to be maintained in safe condition and in good repair, including, without limitation, all pilings, supports, foundations, utility lines, catch basins and other drainage facilities, paving, sidewalks, railings and the like now or hereafter located within or in proximity to the Easement Area. Grantee further covenants and agrees that to the extent Grantee shall not make or commence to make reasonably necessary repairs or replacements to any of the aforementioned within thirty (30) days of written notice from Grantor as to the need for such repairs or replacements and

shall not thereafter complete such repairs or replacements with all due diligence, Grantor may make any such repairs or replacements on behalf of and at the expense of Grantee. In the case of structural failures or other dangerous conditions, which in the reasonable judgment of Grantor materially and substantially jeopardize the use or structural integrity of any portion of the Grantor's property or which place human life at risk of injury, Grantor shall have the right, after notice to the Grantee, to make immediate repairs to alleviate such emergency conditions on behalf of and at the expense of Grantee (provided that Grantor gives notice to the Grantee of such repairs at the earliest feasible time). Notwithstanding the foregoing, Grantee shall have no obligation to make or commence any repairs or replacements necessitated or caused by the negligence or willful misconduct of the Grantor, its agents, invitees or employees.

Upon expiration of this Easement, Grantee covenants to restore the Easement Area to the same condition it was in at the time on the date hereof.

Grantee shall maintain general liability coverage for its operations on the Easement Area naming Grantor as an additional insured thereon. Grantee agrees to indemnify and hold Grantor harmless from and against all loss, claims or injury, including reasonable attorneys fees in connection therewith, arising in connection with or as a result of the use of the Easement Area by Grantee as herein provided.

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

This Encroachment Easement Agreement may not be released, discharged, abandoned, changed, amended or modified except as hereinbefore provided or by an instrument in writing executed by the parties hereto and filed with said Deeds. This Easement is appurtenant to the benefited parcels and shall be deemed to be a covenant running with the land.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 1989.

Approved as to form:

CITY OF CAMBRIDGE

Russell B. Higley,
City Solicitor

By: _____

Robert W. Healy,
City Manager

CANAL PARK ASSOCIATES

By: _____

Arnold Marcus,
Managing General Partner

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

, 1989

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

Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

, 1989

Then personally appeared before me the above named Arnold Marcus, Managing General Partner of Canal Park Associates, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of the said Canal Park Associates, before me.

Notary Public
My commission expires:

EXHIBIT A

Description of Encroachment Easements Area

Those two (2) certain areas on the Easterly side of the Building and lot, both shown as "Handicap Ramp Easement" on a plan of land entitled "Easement Plan of Land in Cambridge, MA" dated February 9, 1989 and prepared by Lanata & Assoc., Inc., a copy of which is recorded herewith as Plan _____ of _____, in the Middlesex County Registry of Deeds, which easements are more particularly described as follows:

The first area is described as follows:

Commencing at a point on the Easterly side of the building shown on such Plan, said point being 25.74 feet South, more or less, from the Northeasterly corner of said building, thence proceeding South 80° 24' 35" East for a distance of 5.67 feet, more or less;

Thence South 09° 35' 25" West for a distance of 11.17 feet, more or less;

Thence South 80° 24' 35" East for a distance of 5.50 feet, more or less;

Thence South 09° 35' 25" West for a distance of 23.00 feet, more or less;

Thence North 80° 24' 35" West for a distance of 5.50 feet, more or less;

Thence South 09° 35' 25" West for a distance of 11.17 feet, more or less;

Thence North 80° 24' 35" West for a distance of 7.17 feet, more or less;

Thence North 09° 30' 26" East for a distance of 42.05 feet, more or less;

Thence South 81° 45' 00" East for a distance of 1.56 feet, more or less;

Thence North 09° 35' 25" East for a distance of 3.26 feet, more or less, to the point of beginning.

Containing 448 square feet, more or less.

And a second area as shown on said Plan commencing at a point on the Southeasterly corner of the Building shown on said distance of 35.66 feet, more or less;

Thence South $80^{\circ} 29' 34''$ East for a distance of 18.45 feet, more or less;

Thence generally Southwesterly for a distance of 37.00 feet, more or less, along a curved line having a radius of 173.08 feet;

Thence North $80^{\circ} 31' 11''$ West for a distance of 8.83 feet, more or less, to the point of beginning.

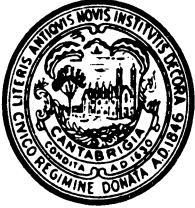
Containing 462 square feet, more or less.

City of Cambridge

MASSACHUSETTS

In City Council _____ 198

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



CITY OF CAMBRIDGE

CAMBRIDGE, MASSACHUSETTS 02139

TEL. 498-9011

EXECUTIVE DEPARTMENT

ROBERT W. HEALY

City Manager

RICHARD C. ROSSI
Deputy City Manager

March 20, 1989

To the Honorable, the City Council:

Enclosed please find a copy of a proposed order for your consideration relative to a handicapped ramp easement for Lechmere Canal Park.

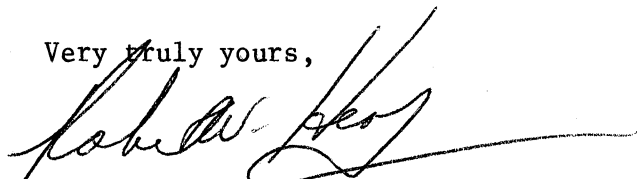
More specifically, the attached order would grant to Canal Park Associates (CPA) encroachment easements in two portions of Lechmere Canal Park. These areas, which directly abut CPA's building, are small (448 square feet and 462 square feet respectively) and would be used for the construction of two ramps to provide handicapped access to the First Street Cafe which recently opened in the ground floor of One Canal Park.

While handicapped access to the restaurant now exists through the atrium/lobby of One Canal Park, it has been learned that State law requires all public entrances to be handicapped accessible. Due to grade changes, the doors from the restaurant out to Lechmere Canal Park have steps. During the design of the building, the architect was unaware of the requirement that all public entrances have to be accessible. This new interpretation of the law was brought to everyone's attention by the Massachusetts Architectural Access Board (MAAB) just before the Certificate of Occupancy was requested.

The restaurant is presently allowed to operate under a temporary Certificate of Occupancy from the City and a temporary variance from the (MAAB).

Passage of this order is recommended.

Very truly yours,



Robert W. Healy
City Manager

RWH/mbf
Enc.

Re: enclosed proposed order granting Canal Park Associates encroachment easements in two portions of Lechmere Canal Park in order to construct two ramps to provide handicapped access to the ground floor of One Canal Park.

In City Council,

* March 20, 1989

3-20-89

order Adopted
on a Voice Vote
of 9 Members.