

CITY OF CAMBRIDGE, MASSACHUSETTS

PLANNING BOARD

CITY HALL ANNEX, 57 INMAN STREET, CAMBRIDGE 02139

May 29, 1985

To the Honorable, the City Council:

SUBJECT: Disposal of surplus remnant parcels of land at
Lechmere Canal Park to Unihab/Cambridge, Inc.

Recommendation

The Planning Board recommends disposal of the above referenced parcels of land and further recommends that the land be conveyed to Unihab/Cambridge, Inc. to ensure their development in a manner consistent with already approved plans for housing on the north side of Lechmere Canal Park.

Findings

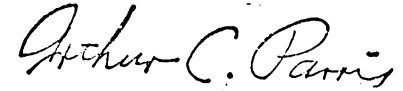
The parcels of land in question are small pieces of a much larger six acre site that has been identified as a housing location since the development of the East Cambridge Riverfront Plan in 1978. Because this area north of the Canal is heavily impacted by high speed commuter roadways and an elevated trolley line, it has always been thought necessary that the site be developed as a single coordinated plan designed to buffer the housing and the public park from the surrounding adverse environmental conditions.

With those objectives in mind, Unihab/Cambridge, owner of most of the property north of the Canal, applied for and received a Planned Unit Development Special Permit from the Planning Board for the construction of more than 160 units of housing in 1981. The PUD approval and the design of the project authorized have always assumed incorporation of the subject parcels of land into the PUD site.

While the approved housing could proceed in a truncated form without these last two sites both the private interest of the housing residents and the public interest of the City would be poorly served. A far superior project is achieved with an integrated development plan for the site. The remnant parcels, if independently developed, would result in a hodge-podge of building along two major arterial roads in the City,

subvert the objectives of the roadway improvements now underway along Commercial Avenue and O'Brien Highway by generating at least two additional driveway cuts onto those busy highways, and make it unlikely that a consistent, quality image would be created in the public domain with tree plantings, street furniture and sidewalks.

Respectfully submitted
for the Planning Board,



Arthur Parris, Chairman

unihab

May 9, 1985

Mayor Leonard Russell
Members of the City Council
Cambridge City Hall
795 Massachusetts Avenue
Cambridge, MA 02139

Re: Graves Landing Project
(Lechmere Canal Park)

Dear Mayor Russell et al.:

The matter of City Council approval of a sale of two small parcels of land near the Lechmere Canal Park to Unihab, Inc. will soon be brought to you for consideration. These parcels are remnants from land-takings along the Monsignor O'Brien Highway and Commercial Avenue. We hope these parcels will become part of our proposed condominium project. This letter is an attempt to describe some of the history of the proposed transaction.

With the encouragement of the City in 1978, Unihab, Inc. optioned land owned by the Museum of Science and located on the Lechmere Canal. We understood that the City wanted us to develop market rate condominiums on this site, which was consistent with other projects we had developed in Cambridge. We had several meetings with the East Cambridge Stabilization Committee and they also supported us in this effort to produce market housing units.

In 1982, we purchased the land from the Museum of Science. By prior agreement with the City, we donated 96,300 s.f. of this land to the City to add to the Canal Park site. The value of the donated land at this time was \$750,000. This transaction was approved by the City Council. As a condition of this donation, we received the following concessions from the City: (see attached Development Agreement.)

- (1) We would be allowed to build 195,000 F.A.R. s.f. on the (two) parcels designated as the housing site.
- (2) The Park construction would be completed no later than September 1, 1983.

- (3) We would have the right to purchase Site 7-C, owned by the Mass Land Bank, for \$96,000.
- (4) Subject to City Council approval, we would have the right to purchase from the City, two additional sites abutting ours. These sites would be the remnants of land takings (these are the sites we now propose to purchase) and our costs would equal the City's cost of acquisition.

With this encouragement from the City, we completed drawings for the project and went through the PUD process. After many public hearings and very substantial reviews from Community Development and the Planning Board, the project was approved as a project comprising 168 market housing units.

Since PUD approval cannot be granted on land not owned by the developer, the approval was written so that when the two parcels referred to in paragraph (4) above were taken by the State and therefore could be sold to Unihab, Inc., the approval would expand by "minor amendment" to include these two sites, and the unit count would expand from 168 to 182 units. (see attached PUD approval).

The proposed sale price for these two sites is about \$340,000, which will increase the unit count of the project by only 12 units (a cost of over \$28,000 per unit). The average land cost for the project is less than \$10,000 per unit. Thus, the economic value of adding these sites is marginal.

The approval was written this way to encourage us to design the project in a manner consistent with the Park design as defined in The East Cambridge Riverfront Plan, where this called for incorporation of the two small sites now in question. We took this risk anticipating that the State would successfully effect the land-taking, and that the City would willingly sell us the remnants as outlined in The Development Agreement. We felt additional support in taking this risk when the City Council approved the sale of Site 7-C to Unihab, where this sale was based on a review of the project as conceived, and where this sale was also critical to completing the project consistent with the Riverfront Plan.

We have suffered financial hardships waiting for the commencement of Park construction. We completed the PUD process in the Fall of 1982 assuming that we could deliver units to the market in the Fall of 1983, simultaneous with the proposed completion of the Lechmere Canal Park. However, when the Park construction was delayed, bankers' reluctance forced us to delay construction of the housing. They were unwilling to lend money to our project until they could be assured that the Park and road construction would be completed simultaneously with the housing. We have totally completed architectural drawings and have been ready to break ground since the Fall of 1982.

Our costs to the present time are as follows:

Land	\$1,560,000
Architectural Drawings	420,000
Development Costs	360,000
Interest on the Land Loan	500,000
Interest on the Development Loan	<u>90,000</u>
	\$2,930,000

As you can see, excluding land, we have spent over \$1,300,000 in anticipation of moving forward on the project as conceived and designed. The Park and road construction are now sufficiently committed to enable us to apply for bank financing. We have secured a building permit based on the PUD approval, i.e. for 168 units if the two abutting sites are sold to Unihab (after City Council approval and approval of the "minor amendment"), we can amend the building permit to increase to 182 units.

This is a difficult and expensive project. Many skeptical bankers have told us that this is not a viable housing site. It is located on a major truck route and no neighborhood infrastructure exists. Since no housing exists in this area, we can't point to a comparable. Construction costs are significantly higher than most housing projects. The project is single-loaded to minimize the impact of the road. It must be built on pile foundations, and it includes structured parking. The economics of the project are very thin and the project needs all the support it can get.

We now respectfully request your support by your approval of the sale of the remnants to Unihab, Inc. in a manner consistent with the Development Agreement, and with our expectations and plans which have remained consistent over a seven-year period. We started investing money in this project many years before developer interest in this area was strong, which helped make the project possible. We hope you can help us now when, after many delays in the Park construction, we will finally be able to move forward. Many thanks for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Arthur Klipfel". The signature is fluid and cursive, with a large initial "A" and a long, sweeping underline.

Arthur Klipfel
President
Unihab, Inc.

enclosures

AK/Bfas



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

498-9034

September 28, 1984

Mr. Arthur Klipfel, III
President
Unihab/Cambridge, Inc.
14 Arrow Street
Cambridge, Massachusetts 02138

Re: Third Amendment to the Development Agreement

Dear Mr. Klipfel:

This letter sets forth a third amendment to the Development Agreement of October 7, 1981 between the City of Cambridge (the City) and Unihab/Cambridge, Inc. (Unihab) as amended by letter agreements dated April 13, 1982 and January 19, 1983 respectively (the Amended Agreement).

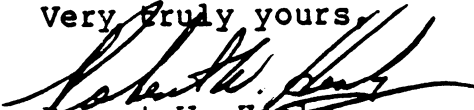
In consideration of Unihab's agreement to continue to undertake the financing and construction of the project and the other obligations described in the Amended Agreement and to make the payments herein provided and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Except as expressly amended hereby, the Amended Agreement remains in full force and effect.
2. The sale and conveyance and delivery of possession of said Parcel 7C by the City and the purchase thereof by Unihab shall be extended to a date which is the First to occur of (i) the date of Unihab's first advance under a construction loan for the construction of the condominium development described in Section 4 of the Amended Agreement, or (ii) December 15, 1984.
3. The price that Unihab shall pay to the City for Parcel 7C shall be \$12 per square foot for a total of \$96,156 (which amount shall be adjusted for minor changes in actual area in Parcel 7C).
4. Unihab agrees to use its best efforts to carry out on Parcel 3C a commercial office building as described in the PUD Special Permit, PB #35, dated September 20, 1983 and known as Ten Canal Park.
5. The date for the completion of the Lechmere Canal Park by the City shall be extended to June 30, 1986.

6. The City has acquired the portion of the "Citgo Parcel" remaining after the Massachusetts Department of Public Works took what it required for the widening of Msgr. O'Brien Highway. Portions of the land now owned by the City will be used for a public park. Subject to approval by the Cambridge City Council, the City agrees to sell and Unihab agrees to purchase the remainder of said parcel as surplus land (Parcel 4A) for a price of \$20.25 per square foot. The conveyance of this parcel shall occur, if approved by the Cambridge City Council, on or before December 15, 1984, or as soon thereafter as all required procedures under City Ordinance 733 (copy attached) have been complied with.
7. The City has acquired land which includes Parcel 1A. Portions of said land will be used for a public park. Subject to approval of the Cambridge City Council, the City agrees to sell, and Unihab agrees to purchase, the remainder of said parcel as surplus land (Parcel 1A) for a price of \$16 per square foot. The conveyance of this parcel shall occur, if approved by the Cambridge City Council on or before December 15, 1984, or as soon thereafter as all required procedures under City Ordinance 733 have been complied with.
8. Unihab shall be responsible for its full portion of the cost of maintaining Lechmere Canal Park under the Park Maintenance Agreement as described in Section 12 as soon as both of the following events have occurred:
 - (a) Carol R. Johnson and Associates, Inc. has certified, subject to the reasonable review and approval of Unihab, that the Lechmere Canal Park has been completed in accordance with the provisions of Section 4; and
 - (b) Either (i) the condominium development described in Section 4 shall have been completed for six months or all the units thereof shall have been sold, whichever occurs first; or, (ii) the office building described in Paragraph 4 of this Third Amendment shall have been leased or pre-leased to tenants for no less than fifty percent (50%) of its net rentable area or the building shall have been completed for six months, whichever occurs first.

9. Unihab shall pay to the City concurrently herewith the amount of \$12,346.40 which amount shall satisfy all arrearages and payments due under the Amended Agreement from the period commencing August 1, 1982 through September 30, 1984. Thereafter, Unihab agrees to pay to the City the amount of \$681.10 per month on the First day of each and every month from October 1, 1984 to the earlier of the closing on said Parcel 7C or, March 15, 1985. Such payments are agreed to be non-refundable and are not to be deducted from the purchase price set forth in the Amended Agreement.

Very truly yours,


Robert W. Healy
City Manager

Agreed to:

UNIHAB/Cambridge, Inc.

by _____
Arthur Klipfel, III, President

Date: _____

APPROVED AS TO LEGAL FORM:

by 
Russell B. Higley
City Solicitor

Date: 10/9/84

JC:m



CITY OF CAMBRIDGE

CAMBRIDGE, MASSACHUSETTS 02139
Tel. 495-9011

APR 10 1982

EXECUTIVE DEPARTMENT
ROBERT W. HEALY
City Manager

April 13, 1982

Mr. Arthur Klipfel, III
President
Unihab/Cambridge, Inc.
14 Arrow Street
Cambridge, Massachusetts 02138

Dear Mr. Klipfel:

Re: Amendment to Development Agreement of October 7, 1981

This letter sets forth an amendment to the Development Agreement of October 7, 1981 (the Agreement) between the City of Cambridge (the City) and Unihab/Cambridge, Inc. (Unihab).

The Agreement provided, among other matters, for the purchase by Unihab from the City of Parcel 7C as defined in said Agreement. Paragraph 3 of the Agreement established the time of closing for said purchase. The parties are desirous of changing the terms of said paragraph 3 to provide for the conveyance of said parcel on or before September 1, 1982, with certain additional payments to be made by Unihab to the City between the date of this Amendment and September 1, 1982, while maintaining all of the other terms and conditions of said Agreement in full force and effect.

NOW, THEREFORE, the parties hereby agree to the following:

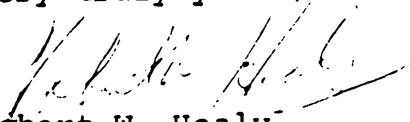
1. The Agreement shall remain in full force and effect.
2. The sale and conveyance and delivery of possession of the property and the purchase of the same by the Developer shall be extended to September 1, 1982.
3. The Developer agrees that in order to obtain this Amendment it will pay \$681.10 per month beginning April 1, 1982, or a total of five such payments.

Said payments shall be due on or before May 1, June 1, July 1, August 1 and September 1, 1982.

4. It is understood that the payments required by paragraph 3 above are nonrefundable and are not to be applied to the purchase price established in the Agreement.

5. Should the Developer wish to request a further extension of the closing date, the Developer will deliver to the City written notice of such request on or before August 1, 1982. Any such further extension is subject to negotiation and agreement by the parties.

Very truly yours,

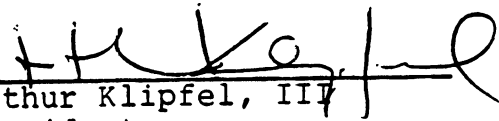

Robert W. Healy
City Manager

RWH:jp

Agreed to:

UNIHAB/CAMBRIDGE, INC.

By:

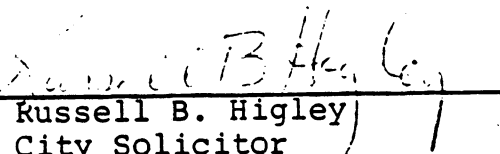

Arthur Klipfel, III
President

Date:

4/21/82

Approved as to Form:

By:


Russell B. Higley
City Solicitor

Date:

April 10, 1982



CITY OF CAMBRIDGE

CAMBRIDGE, MASSACHUSETTS 02139
Tel. 498-9011

EXECUTIVE DEPARTMENT
ROBERT W. HEALY
City Manager

January 19, 1983

Mr. Arthur Klipfel, III
President
Unihab/Cambridge, Inc.
14 Arrow Street
Cambridge, MA 02138

Dear Mr. Klipfel:

Re: Second Amendment of Development Agreement

This letter sets forth a second amendment to the Development Agreement of October 7, 1981 between the City of Cambridge (the "City") and Unihab/Cambridge, Inc. ("Unihab") as amended by a letter agreement dated April 13, 1982 (the "Amended Agreement").

The Amended Agreement provides, among other matters, for the purchase by Unihab from the City of Parcel 7C (as defined therein). Paragraph 3 of the Amended Agreement establishes that the time of closing such purchase shall occur on or before September 1, 1982. The parties desire to further extend the time of closing to a date which is the first to occur of (i) the date of Unihab's first advance under a construction loan for the construction of the condominium development described in Section 4 of the Amended Agreement, (ii) a date thirty (30) days after Unihab receives payment of the award to be paid to it by the Massachusetts Department of Public Works in connection with the proposed taking of a portion of Unihab's land fronting on the Monsignor O'Brien Highway (portions of Lots 2B, 2C and C as defined in the Amended Agreement) and (iii) December 30, 1983. Such new time of closing is referred to herein after as the "Extended Closing Date."

In consideration of Unihab's agreement to continue to undertake the financing and construction of the project and the other obligations described in the Amended Agreement and to make the payments herein provided and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Except as expressly amended hereby, the amended Agreement remains in full force and effect.
2. The sale and conveyance and delivery of possession of said Parcel 7C by the City and the purchase thereof by Unihab shall be extended to the Extended Closing Date.

- 3. Unihab agrees to pay to the City the amount of \$681.10 per month on the first day of each and every month from October 1, 1982 to the earlier of the closing on said Parcel 7C or December 1, 1983. Such payments are agreed to be non-refundable and are not to be deducted from the purchase price set forth in the Amendment Agreement.
- 4. Unihab may request a further extension of the time of closing by delivering written notice thereof to the City on or before December 1, 1983. Any such further extension is subject to negotiation and agreement by the parties.

Very truly yours,



Robert W. Healy
City Manager

RWH:jp

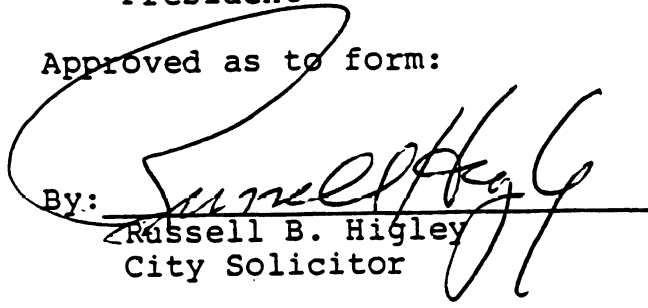
Agreed to:

UNI HAB/CAMBRIDGE, INC.

By: 
Arthur Klipfel, III
President

Date: 1/25/83

Approved as to form:


By: Russell B. Higley
City Solicitor

Date: 2/9/83

KNOW ALL MEN BY THESE PRESENTS, that by agreement dated October 7, 1981, as amended by agreement dated April 13, 1982, the City of Cambridge Massachusetts has granted to Unihab/Cambridge, Inc. the right to purchase from the City of Cambridge that certain parcel of land bounded and described as set forth on EXHIBIT A hereto, such right to be exercised not later than ~~September 1, 1982~~.

IN WITNESS WHEREOF, the City of Cambridge, Massachusetts and Unihab, Cambridge, Inc. have hereunto set their hands as of May 28, 1982.

Approved as to form:

Russell B. Higley
Russell B. Higley, City
Solicitor

This is original

CITY OF CAMBRIDGE
By Robert W. Healy
Robert W. Healy

UNI HAB/CAMBRIDGE, INC.
By Arthur Klipfel, III
Arthur Klipfel, III, President

COMMONWEALTH OF MASSACHUSETTS)) ss: May 28, 1982
COUNTY OF MIDDLESEX)

On this 28th day of May, 1982, before me personally appeared Robert W. Healy, to me known, who, being by me duly sworn, depose and say that he is the Manager of the City of Cambridge, which executed the foregoing instrument as its free act and deed and that he is duly authorized by the City of Cambridge, to sign his name on behalf of the City.

Russell B. Higley
Notary Public
My Commission Expires: 12/23/88

COMMONWEALTH OF MASSACHUSETTS)) ss: June 9, 1982
COUNTY OF MIDDLESEX)

On this 9th day of ~~May~~ June, 1982, before me personally appeared Arthur Klipfel, III, to me know, who, being by me duly sworn, depose and say that he is the President of Unihab/Cambridge, Inc., which executed the foregoing instrument as its free act and deed and that he is duly authorized to sign his name on behalf of Unihab/Cambridge, Inc.

Russell B. Higley
Notary Public
My Commission Expires: July 8, 1988

COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF MIDDLESEX

) ss:
)

July , 1983

On this day of July, 1983, before me personally appeared Arthur A. Klipfel, III, to me know, who, being by me duly sworn, depose and say that he is the President of Unihab/Cambridge, Inc., which executed the foregoing instrument as its free act and deed and that he is duly authorized to sign his name on behalf of Unihab/Cambridge, Inc.

Notary Public

My Commission Expires: _____



CITY OF CAMBRIDGE

CAMBRIDGE, MASSACHUSETTS 02139
Tel. 498-9011

AC
FINAL EXECUTION

EXECUTIVE DEPARTMENT

October 7, 1981

Mr. Arthur Klipfel, III
President
Unihab/Cambridge, Inc.
14 Arrow Street
Cambridge, Massachusetts 02138

Dear Mr. Klipfel:

Re: Development Agreement

This letter sets forth the agreement between the City of Cambridge and Unihab/Cambridge, Inc. ("Unihab") in respect of certain parcels of land shown on the Lechmere Canal Park Land Acquisition Plan dated November 4, 1980, prepared by Cullinan Engineering Co. (Acquisition Plan). All references to parcels in this letter refer to said Acquisition Plan.

Unihab's execution of a copy of this letter will indicate its agreement to adhere to the terms set forth in this letter agreement.

1. Sale of 7C

The City will sell Parcel 7C to Unihab. At a simultaneous closing, utilizing funds to be provided by Unihab, the City will pay to the Massachusetts Government Land Bank, present owner of this parcel, the purchase price for Parcel 7C, and will in turn convey Parcel 7C to Unihab for the same price.

2. Price

The price which Unihab will pay to the City will be \$12 per square foot, for a total of \$96,156 (which amount shall be adjusted for minor changes in actual area in Parcel 7C).

3. Time of Closing

Subject to any requirements imposed pursuant to the Planned Unit Development process (the PUD process), conveyance by the City to Unihab of Parcel 7C and payment of the full purchase price therefor by Unihab shall occur not later than thirty (30) days following the later to occur of (i) acquisition by Unihab of Parcels 2, 2A, 3 and 3A from the Museum of Science and (ii) the date of Unihab's first advance under a construction loan for the construction of the condominium development described in Section 4.

4. Development

Unihab agrees to use its best efforts to carry out on Parcel 7C and adjoining parcels a condominium development as contemplated in the East Cambridge Riverfront Plan, subject to review and approval pursuant to the PUD process applicable to the site (East Cambridge Comprehensive Rezoning Amendment, Ordinance No. 906, adopted by the City Council on December 11, 1978). The City hereby grants permission to Unihab to include Parcel 7C in the PUD application. The City agrees to use its best efforts to acquire, design and construct Lechmere Canal Park (hereinafter referred to as the "Park" or the "Mall"), based upon plans prepared by Carol R. Johnson & Associates, Inc., and will expend not less than \$7,000,000 for such purpose. The City will let a contract for construction of Phase I of the Park not later than the date on which Unihab conveys to the City Parcels 2, 2A, 3 and 3A, as provided in Section 6 hereof (or on the date the Museum of Science conveys such parcels to the City), and the Park will be completed not later than September 1, 1983.

5. Parcels 2 and 2A and the Citgo Parcel

If the City acquires for a nominal cost portions of Parcel 4A and the unnumbered parcel shown on the Acquisition Plan as abutting Parcel 4A on the east (together, the Citgo Parcel) pursuant to utilization of portions of such parcels by the Massachusetts Department of Public Works for purposes of widening Monsignor O'Brien Highway, the City will promptly convey to Unihab, upon approval of the City Council, such portions thereof not utilized as a public park for One Dollar. If the City acquires these parcels for more than a nominal cost, the price of this land will be negotiated according to this cost and upon request by Unihab and upon approval by the City Council, will be conveyed to Unihab.

6. Parcels 2, 2A, 3 and 3A

Unihab will convey to the City (unless previously conveyed to the City by the Museum of Science) Parcels 2, 2A, 3 and 3A for One Dollar.

7. Closing

The conveyances described in Paragraph 6 will occur on the day following the date Unihab purchases such parcels from the Museum of Science. If Unihab for any reason fails to purchase such parcels, Paragraph 6 of this Agreement shall be null and void and of no further effect.

8. Parcel 1A

If it acquires Parcel 1A, the City will convey to Unihab, upon City Council approval, Parcel 1A for the price of \$89,311, or \$12 per square foot of area in Parcel 1A (to be adjusted for changes in square footage).

9. Closing

The conveyance described in Paragraph 8 will occur, if approved by the City Council, within sixty (60) days after the City acquires Parcel 1A. The City will give Unihab not less than thirty (30) days' written notice of the Closing. If the City fails to acquire Parcel 1A, Paragraph 8 of this Agreement shall be null and void and of no further force or effect.

10. Use of Parcels for Determining Floor Area Ratio

Unihab's agreement to convey Parcels 2, 2A, 3 and 3A as herein provided is conditioned upon the inclusion of Parcels 2 and 2A for purposes of determining floor area ratio for development of Parcels 2B and 2C for a total floor area of 195,694 sq.ft. more or less and inclusion of Parcels 3 and 3A in Parcel 3C for purposes of determining floor area ratio for development of Parcel 3C.

11. Liens and Encumbrances

Upon conveyance, all parcels covered by this agreement will be free and clear of all liens, encumbrances and easements of record, except for minor restrictions of record which will in no way interfere with the planned development of condominiums on parcels to be conveyed to Unihab or with construction of a park on parcels to be conveyed to the City.

12. Park Maintenance Agreement

Unihab agrees to execute a Park Maintenance Agreement with the City, which agreement will provide, inter alia, as follows:

- A. Unihab shall not be responsible for any portion of the cost of maintaining the Park until both of the following events have occurred:
 - (a) Carol R. Johnson & Associates, Inc. has certified, subject to the reasonable review and approval of Unihab, that the Lechmere Canal Park has been completed in accordance with the provisions of Section 4; and
 - (b) The condominium development described in Section 4 shall have been completed for six months or all the units thereof shall have been sold, whichever occurs first.
- B. Unihab's share of the Maintenance Costs (as defined in Article 12, Section F) shall be the product of the annual allowable Maintenance Costs for any calendar year, multiplied by a fraction, the numerator of which shall be the number of linear feet of frontage of the property on which the condominium development described in Section 4 has been constructed, together with Parcel 3C, as shown on the Acquisition

Plan, on the Lechmere Pedestrian Mall, and the denominator of which shall be the total number of linear feet of frontage on the Mall, including land upon which no buildings have been constructed. The number of linear feet of frontage of the parcels on the north side of the Lechmere Pedestrian Mall, according to the Acquisition Plan, is approximately 538.67 (not including frontage on Parcel 1A which, together with frontage related to the Citgo Parcel, will be added by amendment if Unihab acquires such parcels), and the number of linear feet of frontage of Parcel 3C on the south side of the Mall is 319.87 (it being agreed that for purposes of the Park Maintenance Agreement, the easterly side of Parcel 3C shall not be included in determining the applicable frontage attributable to the parcel, nor shall any frontage along any right of way from Commercial Avenue to Parcel 3C which passes over Parcel 3B); and the total number of linear feet of frontage on the Mall is 2,827.57 as illustrated on Exhibit #1. To the extent that the Mall fronts on land not in private ownership, the City shall be responsible for the payment of the share of the Maintenance Costs attributable thereto.

- C. Unihab's total financial obligation for the first twelve month period for which it has responsibilities hereunder shall be the lesser of \$30,000 or its pro rata share as determined by the provisions of the preceding paragraph. Unihab may elect to allocate the total obligation between the parcels on the north and south sides of the Canal as it deems appropriate prior to the date such financial obligations begin; thereafter, the ratio of such obligation between such parcels shall not be changed without the approval of the City.
- D. For each subsequent twelve month period, the properties' financial obligation shall be the lesser of their pro rata share as determined by the provisions of paragraph B or the amount paid in respect of the immediately preceding twelve month period plus the product of said amount multiplied by a percentage equal to the amount by which the tax revenues collected by the City on property situated therein for the most recent fiscal year exceed the tax revenues collected for the immediately preceding fiscal year.
- E. The obligations hereunder shall be conditioned on the granting to the abutting owners, including the City where there are no private owners, of the option at the desire of those owning at least fifty-one percent (51%) of the frontage on the Pedestrian Mall, to contract for maintenance services with a private firm in substitution for the City's performance of maintenance service, so long as such a contract provides for a quality maintenance program and the same is reviewed and approved by the City Manager on an annual basis. In addition, the City shall, and it shall be a condition precedent hereto, cause private abutters owning at least fifty-one (51%) percent

of the frontage on the Mall to sign agreements for park maintenance payments upon terms and conditions substantially the same as those contained in this Article 12.

- F. Maintenance Costs shall mean costs of operation, maintenance, security and repair of the Park, but shall exclude costs of capital improvements, special or utility services and material incurred solely for the benefit of a specific abutter (including Tenants) for which a separate charge or assessment is made, or which do not benefit the Park generally. Maintenance costs shall include, without limitation, the following: compensation and standard fringe benefits, workmen's compensation, insurance premiums and payroll taxes paid to, for, or with respect to all persons engaged in operating, maintaining or cleaning the Park (but only such compensation or benefits as are attributable to such work); utility charges directly attributable to the Park, costs of cleaning supplies and equipment; costs of maintenance, cleaning and normal repairs; costs of snow removal and care of landscaping; payments under service contracts with independent contractors; management fees at reasonable rates consistent with the type of park and the service rendered; noncapital repairs to the Park; and all other reasonable and necessary expenses paid in connection with the operation, security, cleaning and maintenance of the Park properly chargeable against the City.

It is understood that the replacement of physical improvements, such as plantings, benches and other capital items will not be included as part of Maintenance Costs, but reasonable repair of these items due to vandalism or normal wear and tear shall be included as part of Maintenance Costs.

13. Conveyance to MDC

Unihab will sell to the Metropolitan District Commission (MDC) Parcel 3B for One Dollar to be used as part of the Lechmere Canal Park, subject to such terms and conditions as may be agreed between Unihab and MDC, including MDC's agreement to terminate its ground lease as to Parcels 3, 3A and 3C and to grant a right of way over Parcel 3B to Parcel 3C. The conveyances described in this agreement shall be conditioned upon prior agreement to such terms and conditions between Unihab and MDC.

14. Further Agreements

Unihab will execute legally binding commitments with the City to undertake the development once approved pursuant to the PUD process, which commitments will be expected to be used by the City in support of efforts to fund Planned Construction of a pedestrian mall on the Lechmere Canal as outlined in the East Cambridge Riverfront Plan. Funding for this construction will be requested under the Federal UDAG program and other public funding sources. Unihab agrees to furnish such documents as may reasonably be

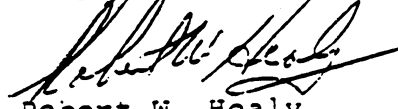
Mr. Arthur Klipfel, III, President

-6-

October 7, 1981

required by such public funding sources from time to time, and to participate on a good faith basis in the above and other efforts to maximize available public grant funds from UDAG and other sources. Unihab may assign its rights under this Agreement to any person or entity in which it owns, directly or indirectly, an equity interest; provided, that Unihab shall retain design control over the condominium development (unless by reason of Unihab's default in agreements with investors, lenders or partners, Unihab's role in the Project is terminated or revised). Any such investor, lender or partner which succeeds to Unihab's position by reason of its default shall have the right to complete construction of the condominium development as at that time approved by the City, and to exercise other rights granted to Unihab hereunder, provided said successor to Unihab's interest fulfills all of Unihab's obligations hereunder, but shall not have the right to make any design changes without prior written approval of the City.

Very truly yours,



Robert W. Healy
Acting City Manager

RWH:jp

Agreed to:

UNI HAB/CAMBRIDGE, INC.

By Arthur Klipfel
Arthur Klipfel, III, President

Date: 11.4.81

Approved as to form:

By Russell B. Higley
Russell B. Higley
City Solicitor

Date: _____



CITY OF CAMBRIDGE
COMMUNITY DEVELOPMENT DEPARTMENT

City Hall Annex Inman & Broadway

To Robert W. Healy, City Manager
From Kathy A. Spiegelman, Assistant City
Manager for Community Development **Date** May 10, 1985
Subject Sale of Surplus Parcels at Lechmere Canal

As part of the Developer Agreement, dated October 7, 1981, as amended, between the City and Unihab, Inc., Unihab is now prepared to acquire the two surplus remnants of land adjacent to the Lechmere Canal Park.

The City acquired the "Citgo" and "Homberger" parcels jointly with the Mass. Department of Public Works. A portion of each parcel is being used by the MDPW for the roadway improvements now underway. Another portion of each parcel is being used by the City as part of the Lechmere Canal Park. The remaining remnants are proposed to be integrated into Unihab's residential development, as specified in the Developer Agreement and the P.U.D. Special Permit.

Unihab will pay approximately \$340,000 for the land. This money is necessary to reimburse the Lechmere Canal Park bond fund -- which was used to acquire the land by the City. The money is required to complete the park construction.

In accordance with Ordinance 733, I recommend that you request the City Council to schedule a Public Hearing on this matter for Monday, June 3, 1985; and that the City Council refer the proposed land disposition to the Planning Board for their review and comments prior to the June 3 hearing.

Attached for your review are a copy of a correspondence from Unihab to Mayor Russell and a copy of the Development Agreement as amended.

KAS/JC/tm

Attachments

CITY OF CAMBRIDGE, MASSACHUSETTS
PLANNING BOARD

CITY HALL ANNEX, 57 INMAN STREET, CAMBRIDGE 02139

PUD DEVELOPMENT PLAN DECISION

CASE NO.: PB-17
PETITION: Special Permit for a Planned Unit Development
PROJECT: Lechmere Canal Condominiums "Graves Landing"
APPLICANT: Unihab/Cambridge, Inc.
DISTRICT: BA/PUD-4
DEVELOPMENT PARCELS LOCATION: Monsignor O'Brien Highway between
Lechmere Square and Commercial Avenue
APPLICATION DATE: July 10, 1981
FIRST PUBLIC HEARING: August 4, 1981
PLANNING BOARD DETERMINATION: August 4, 1981
FINAL DEVELOPMENT PLAN SUBMISSION: October 2, 1981
SECOND PUBLIC HEARING: October 6, 1981
PLANNING BOARD DECISION: November 10, 1981

THE DEVELOPMENT PLAN

The Final Development Plan being proposed requires a special permit to construct a Planned Unit Development (PUD) consisting of a single 265,813 square foot residential structure with a floor area ratio (FAR) of 1.93 and a building height of 93 feet. It would contain 160 condominiums, a 57,264 square foot garage and approximately 9,400 square feet of retail space.

The proposed development project consists of both private and public actions. The development parcel contains property to be conveyed to the city and developed as a public park, a parcel to the north of the building site to be taken for widening of Monsignor O'Brien Highway and a parcel being developed by Unihab for residential use.

The Application

In support of the Final Development Plan petition the applicant submitted the following documents:

1. Planned Unit Development Application, Final Development Plan; "Graves Landing-Lechmere Canal Condominiums"; Unihab/Cambridge, Inc.; dated and submitted on October 2, 1981.
2. Plans and elevations, numbers 1-12 entitled "Lechmere Canal Housing," Unihab/Cambridge, Inc.; dated and submitted October 2, 1981.
3. Sketch drawings by Unihab of possible modifications, submitted on October 6, 1981.

Other Documents:

1. Urban Design Sketch, Cambridge Community Development Department, October 20, 1981.
2. Letters of Agreement, extending decision date from 11/1/81 to 11/10/81, from Unihab/Cambridge, Inc. dated 10/26/81 and the Planning Board dated 10/28/81.

The Hearing

A public hearing was held in accordance with Section 12.363 of the Cambridge Zoning Ordinance and Section 9 of Chapter 40A of the Massachusetts General Laws, on October 6, 1981.

The applicant, Arthur Klipfel, Unihab/Cambridge, Inc., introduced Jeffrey Barron, project architect, to present the final development plan to the Board. Mr. Barron summarized the modifications made in the development proposal in response to the Board's earlier determination of August 4, 1981.

1. Retail/commercial space (9,400 square feet) has been included with a request that the Board recognize the constraints put upon Unihab in locating a buyer. This request as specified in the final application would allow the applicant to sell this space as residential if an agreement to sell the space for retail use could not be reached by September 1982.

Board member Cohn voiced his concern over the openness of such an agreement and that some price standard would have to be built into any agreement. It was suggested that a comparable value to the residential units be set as this standard.

2. Building Mass and Bulk. No major modifications have been proposed in the final plans. Some minor changes have been made with regard to the development perimeter and transition areas. (These are outlined in finding no. 4(e).) Mr. Barron indicated that further building modifications were being pursued. If they were found to be economically and structurally feasible, he hoped the Board would regard them as minor modifications to the PUD special permit. These anticipated minor modifications are as follows:

- (a) moving the south building facade up to 20' from the property line along the proposed public park;

- (b) parking would extend completely under the building which would raise the first level to a higher elevation (14.5); and
- (c) the overall depth of the building would increase by 4'.

Responding to Mr. Barron's presentation on the final plans with regard to the perimeter and transition areas, Dennis Carlone, consultant to the Community Development Department, voiced his concern over the westerly end of the building in that it does not adequately recognize the Wilder/Manley site which is slated for office/commercial use. More building bulk, possibly an addition of 2-4 stories along that edge, would create a more active and appropriate facade.

3. Architectural Details. The applicant recognizes the Board's concern and expects to include suggestions made in the earlier development proposal with regard to architectural details. As design development and working drawings have not been finalized, the applicant feels that this is not the appropriate time to make commitments on such details.
4. Off-Street Parking. The development proposal has been revised to be in complete compliance with Article 6.000 of the ordinance. In response to the Board's requested modifications, the street opening width has been increased to 18', a low wall has been provided between the upper and lower level ramps and a stop sign is provided at the exit point. A bicycle storage area which includes 84 spaces has also been provided.
5. Height Variance. Based on engineering advice a more vertical building is proposed. The unusually poor soil conditions on this site requires an extensive system of end bearing piles and grade beams. The additional expense for these structural features represents a substantial financial hardship to the applicant.

Board member Cohn questioned the validity of this kind of financial hardship in seeking a variance.

Arthur Klipfel informed the Board of their intent to extend the development to the north and east when properties currently owned by Regina T. Homburger and Cities Service Company become available. Mr. Klipfel asked the Board as to whether or not these modifications would be considered minor.

Chairman Parris asked Mr. Klipfel whether or not the model or plans presented already included these modifications. Mr. Klipfel stated that the model did represent the development of these properties but due to legal restraints the plans could not be drawn to include them.

Board member David Kennedy stated that he was not comfortable with so many strings attached to the PUD decision, including the flexibility over the inclusion of retail space and all the other possible modifications.

No one testified in favor or in opposition to the PUD special permit. A letter was submitted to the Board from the East Cambridge Stabilization Committee stating that the applicant had presented the final development plans to them.

Discussion and Review

The Planning Board reviewed the documents submitted with the Final Development Plan, considered comments made at both public hearings and comments made by the Community Development staff in reaching its decision.

Discussions took place on Friday, October 9, 1981 between the applicant and the staff on various design and massing issues. These discussions centered around design alternatives presented to the Board by the applicant at the second public hearing on October 6, 1981. Other minor issues discussed included design details such as building materials, landscape design and the procedure for periodic administrative review of working drawings to ensure that the final design details conform to the general intent of the Planning Board special permit.

Findings

After consideration of all information available to it the Board has made the following findings:

1. All procedural requirements of Section 12.30 have been met with the submission of a Development Proposal Application on July 10, 1981; a first public hearing on August 4, 1981; a Planning Board favorable Determination on the Development Proposal on August 4, 1981; submission of the Final Development Plan on October 2, 1981; and a second public hearing on the Final Development Plan on October 6, 1981.
2. The Final Development Plan contained revisions which adequately addressed the conditions outlined in the Determination approved by the Board on August 4, 1981. Further refinements suggested by the applicant and the Community Development Department staff as noted previously and illustrated in sketch drawings as possible minor modifications should be pursued as working drawings are developed.
3. The Final Development Plan conforms to the General Development Controls set forth in Section 12.50 of the Ordinance.
 - (a) Existing Policy Plans. The Final Development Plan is generally consistent with the East Cambridge Riverfront Plan (May 1978), in that the proposed residential use with ground floor retail (even though limited) within the proposed building mass is primarily the same development scheme as outlined in the Riverfront Plan. The Final Development Plan does deviate slightly from the development guidelines in the East Cambridge Riverfront Plan in the following areas:

- (1) 160 residential units are proposed while only 120 units are suggested in the Riverfront Plan.
 - (2) Eight stories are proposed as opposed to the six stories suggested in the Riverfront Plan.
 - (3) The linear span of the building along the canal is reduced from 500 feet to 430 feet. (This deviation is due to unforeseen site constraints.)
 - (4) The original Plan envisioned that the entire ground floor would be retail, whereas the submission only proposes that a portion of the ground floor be for retail use.
- (b) Utilities. All work materials and methods for the proposed site utilities shall be performed in strict accordance with the City of Cambridge Standards and state codes.
- (c) Landscaping. All open areas within the development parcel which are not used as driveways or walkways shall be landscaped as indicated in the Final Development Plans. The final landscaping materials layout and design shall be compatible with and complementary to the landscaping of the proposed public park within the Lechmere Canal area.
- (d) Environmental Performance Standards. The applicant proposes to seek all necessary environmental clearances or permits as required by local, state or federal authorities.
4. The Final Development Plan conforms to the requirements for PUD-4 District as specified in Section 13.50, except as noted in the following paragraph c.
- (a) All proposed uses are allowed by subsection 13.52. Residential development for this parcel is considered both appropriate and desirable as is the proposed retail/restaurant space located at the westerly end of the building. The Board strongly believes that this retail space should remain as part of this development yet understands the financial and marketing constraints on the applicant in locating a retail/restaurant firm and that some flexibility may be necessary.
 - (b) All dimensional regulations are in conformance with the requirements of Section 13.53. An agreement has been made between the applicant and the City to convey 27,434 square feet of land to the City for a public park. It is anticipated that the City will take, by eminent domain, a parcel of land for the widening of Monsignor O'Brien Highway. The Board finds that such agreements will not result in a violation of any dimensional requirements of the PUD-4 district.
 - (c) The building height (93') slightly exceeds the permitted maximum (85') for this district. The Board finds that owing to circumstances relating to the unusually poor soil conditions

at this site an extensive system of end bearing piles and grade beams are required. Therefore, a literal enforcement of the provisions of the ordinance would involve substantial hardship to the applicant, that such relief may be granted without nullifying or substantially derogating from the intent or purpose of the ordinance. In addition, the proposal does handle treatment of the upper floors in an interesting manner; the step back of the penthouse units and the use of colorful awnings create a dramatic break in the building mass, minimizing one's perception of the building height. These features are considered a critical factor in the Board's determination for permitting the excess height.

- (d) The total amount of usable open space proposed is 40,411 square feet (38%), of this 27,434 square feet is to be conveyed to the City for a public park along the Lechmere Canal edge. The Board finds that the total amount of open space is sufficient, particularly in light of the fact that this development is located adjacent to the City's proposed Lechmere Canal Park. The Board is concerned over landscaping and other site design details crucial in developing a final design which will complement and connect with the proposed public open space. Therefore, the Board requires the applicant to devote particular attention to these final design features and submit results to the Community Development Department staff and landscape architects for the public park for review as specified on page 11 of this decision.
- (e) In response to the Board's recommended modifications to the development proposal in regard to the development perimeter and transition, the applicant has adequately redesigned the following areas:

- (1) Northeast perimeter along Monsignor O'Brien Highway: A wooden trellis is proposed along the outside edge of the upper level parking deck in addition to the originally proposed landscaping and pedestrian walkway. These features create a softening effect of the parking area while defining the public-private edge.

The Board finds that further study is necessary to refine the general intent of a well defined transition of public vs. private property, particularly with regard to the containment along the eastern and western edges and the vehicular entrance into the site. Therefore, the applicant shall consider suggestions illustrated in the urban design sketch drawings by the Community Development Department dated October 20, 1981.

- (2) Southwest perimeter along the proposed Lechmere Canal Park: The applicant has redesigned the major entrances leading from the public park and included retail space at the lower level which will create a more active environment at this interface.

Again, refinements/modifications are expected and will be pursued by the applicant to develop an appropriate transition between the residential open space and public park.

- (3) Northwest edge along public park property: (This edge faces the Wilder/Manley site, slated for office/commercial development).

The final development plan proposes a more active and inviting end elevation. This is due primarily to the addition of retail space with large windows located at this westerly edge.

The Board continues to be concerned about the massing at the edge and requests the applicant to make further design studies of this end elevation as final drawings are developed.

- (4) Residential entrances: The entrances into the residential structure located on the upper level parking deck have been redesigned. The Board finds these new entrances to be more inviting and appropriate to this development. The residential entrances from the public park have also been redrawn as required by the development determination. As noted in paragraph (e)(2), the Board expects further refinements of these park entrances as working drawings are developed. Special attention should be made in determining the type of materials and colors to be used along this edge to complement the public park and other proposed developments in the Lechmere Canal area.

- (f) The proposed off-street parking facilities required by the zoning ordinance meet the requirements of subsection 13.57, and Article 6.000. These facilities are subject to change should the purchase of the Cities Service Company property take place and if the minor modifications outlined on page 9 are implemented. The Board shall review and approve any such changes to the off-street parking facilities.

5. Data submitted with the Final EIR, dated March 15, 1979 for the Lechmere Canal and Triangle Area Development Project included an analysis of proposed roadway improvements in conjunction with alternative development for this area, including the residential use of this site. It was found that the effects of increased traffic volumes resulting from the proposed development are offset by public roadway and intersection improvements contemplated for this project area.
6. The Board finds that the Development Plan will provide benefits to the City which will outweigh any adverse effects as required in Section 12.353(3) of the ordinance.

- (a) The development plan is adequate in the quality of site design, integration of land uses, compatibility with adjacent land uses, and the provision of open space amenities designed to benefit the general public.
- (b) It is anticipated that this development will have a positive fiscal impact on the City.

7. Throughout the development process the applicant has indicated that future modifications and additions to the development plan are anticipated. These include: (a) minor modifications as outlined on pages 2 and 3 of this decision, (b) the construction of additional units within phase II of the development as explained on page 5 of the final application form and (c) conversion of the retail space currently proposed on the lower levels of the westerly end of the building to residential use. Both the minor modifications and the phase II development addition are contingent upon the acquisition of adjacent properties. The acquisition of the Cities Service site will provide land area for the relocation of the vehicular entrance and additional on-grade parking spaces. These alterations would be required as a result of the proposed minor modifications to the building design, including the relocation of the parking garage completely under the building. The anticipated addition to the Phase II development which might include the construction of approximately 24 additional housing units is contingent upon the acquisition of the Regina T. Homburger site.

Each of these modifications and/or additions to the development plan will alter either the number of proposed residential units and/or the total gross floor area of the building. The removal of retail space would result in an increase of the number of units from 160 to 168 and the development of phase II will potentially increase the number of units by 24.

Decision

Based upon the above Findings, and having determined that the Final Development Plan meets the evaluation criteria set forth in the applicable provisions of the Zoning Ordinance and contains the revisions previously requested by the Board, and subject to the conditions as set forth herein which have been agreed to in writing by the developer, the Board hereby:

1. approves the Final Development Plan pursuant to Section 12.36, Final Development Plan, as so designated on the documents, plans and graphics submitted to the Board; identified as items #1 and #2, pg. 2 of this Decision
2. grants a Special Permit to construct a PUD in accordance with this decision;
3. permits the following principal uses, which are allowed by Section 13.521 and accessory uses:

Principal

1. multi-family dwellings
2. retail business and consumer service establishments

Accessory

1. automobile parking garage
4. approves the lot size and setbacks as shown in the Final Development Plan, pursuant to Sections 13.532 and 13.534.

The special permit to construct a PUD is hereafter conditional on the following:

A. Dimensional Limitations on Approved Development

1. The maximum gross floor area as defined in Article 2.000 shall not exceed 201,989 square feet.
2. The mix of uses and gross floor area devoted to each will be substantially as indicated in the final development plans and application, items #1 and #2, pg. 2 of this Decision. The minimum gross floor area of retail space shall not vary more than 10% from the total gross floor area proposed in the final development plans.
3. The total number of residential units shall not exceed 160.
4. All other aspects of the development plan shall remain generally as represented in the documents submitted on October 2, 1981 as part of the Final Development Plan application except as modified by conditions below.

B. Required Further Studies, Conditions with respect to Architectural Details and Design Features

1. Unihab shall pursue the following modifications as discussed at the October 6, 1981 public hearing:
 - (a) moving the south building facade up to 20 feet from the property line along the proposed public park;
 - (b) extending the parking completely under the building which would raise the first level to a higher elevation (14.5); and
 - (c) increasing the overall building depth by 4'.
2. Further study shall be made of the end elevations. A wall or some other appropriate form of massing shall be added along the westerly edge of the site extending from the rear building wall to the north as illustrated in the urban design sketch dated October 20, 1981.
3. A high quality brick facing in conformity with other historic brick facings used in Cambridge such as Kainegonic brick be used. As proposed, the lower levels shall vary in either color or material. The material at these levels shall be of equal or superior quality to the remaining brick facing.
4. The perimeter of the development site shall be given special attention as design development stages begin. The applicant shall consider the alternatives suggested in the urban design sketch dated October 20, 1981. Materials used shall be identical or equal in quality to the building base. Cast iron or steel shall be used as the fencing material.
5. The balcony railing detail shall express a nautical effect, similar to the nearby Rowland Foundation building, where brick capped with a railing 6" above is used.
6. Elements of color shall be used throughout the development, especially through the use of awnings and planters at the balconies.
7. Unihab shall investigate the potential of adding a limited number of bay windows in an effort to further vary the strong building mass.
8. Those areas at the upper level is facing Monsignor O'Brien Highway which are shown in the final development plans to be inset from the principle building plane shall vary in color and/or material. It is suggested that material equal to or similar to the material used at the base of the building be employed.

C. Changes to be Considered Minor Modification

The Board considers the following potential modifications minor amendments to the Final Development Plan as approved in Condition A above pursuant to Section 12.317 of the Zoning Ordinance. Such modifications shall require written approval of the Board pursuant to Section 12.371.

1. Changes outlined in Condition B1 above and changes in the layout and design of the parking which is identified in finding number 7 and which the Board understands to be contingent upon the acquisition of the adjacent Cities Service site under the terms of the development agreement with the applicant and the City of Cambridge.
2. Reduction in the amount of retail space required in Condition A2 above and its replacement by additional rental housing units or office space. Such reduction shall not be considered by the Board prior to the execution of the purchase and sale agreements on 50% of the development's residential units, and provided that such retail space has been offered at a selling price not to exceed that comparable to the selling price of the residential space. Comparable shall mean fair market value.

This replacement of required retail space to housing or office use shall be temporary and shall not continue for more than five (5) years from the completion date of Phase I. Upon expiration of this five (5) year period, said space shall be devoted exclusively to retail/restaurant use.

3. Increase in the number of dwelling units constructed to no more than 168 should the Board permit a reduction or elimination of the required retail uses and by an additional twenty-four (24) units and the necessary increase in floor area should the adjacent Regina T. Homburger site become available. In no case shall the gross floor area ratio or lot area per dwelling unit in the development exceed 20 and 600 square feet per dwelling unit respectively, the maximum permitted by the Zoning Ordinance.
4. A 50% reduction in the amount of required retail/restaurant space which is a direct result of the incorporation of condition B1 above.

D. Other Conditions

1. The applicant shall meet with the Community Development Department and landscape architects from Carol Johnson and Associates to review landscape designs and details as explained in finding number 4(d).

2. All signs proposed to be erected within the development parcel shall be reviewed by the Community Development Department in accordance with the small development consultation procedure in Section 11.43 and approved prior to the granting of a building permit for said sign.
3. In accordance with Section 10.45, the Planning Board waives the zoning requirement limiting the maximum height to 85 feet, as explained in finding number 4(c).
4. The applicant shall submit project drawings to the Community Development Department at the 90% completion stage of the design development phase, and working drawings at the 50% and 90% completion stages. The purpose of these submissions will be for the staff to determine compliance with the Final Development Plan, including the design intent expressed in the accompanying graphic materials and with this decision and the conditions imposed hereby.

The applicant shall receive written certification that such reviews have been made. Such reviews and certification shall be conducted in each event during a ten working day period following each submission.

Compliance with each of the conditions contained in this decision shall be conclusively evidenced by a written certification signed by the Board. The Board reserves the right to the extent permitted by law, to waive compliance, in whole or in part, with any or all of such conditions by a written instrument signed by the Board; such waiver shall not constitute an amendment to the Final Development Plan.

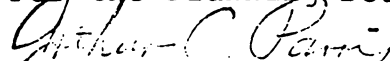
Severability

If any other term, provision, finding or condition of this Decision is determined by a court of competent jurisdiction to be invalid, that determination shall not affect the validity of their Decision as a whole or any other term, provision, finding or condition.

This Approval of the Application for a PUD Special Permit under Section 12.364 of the Zoning Ordinance has been made by the affirmative vote of five (5) members of the Planning Board which is more than two-thirds of the total membership of the Board. Voting to grant the Special Permit were Board members Parris, Cohn, Dietrich, Kennedy, Malenfant, O'Connor and Woolsey.

Respectfully submitted,

For the Planning Board



Arthur C. Parris
Chairman

ATTEST: I, Arthur A. Klipfel, duly authorized representative of Unihab/Cambridge, Inc., have read this decision prior to action by the Planning Board and hereby agree to the foregoing conditions as approved by the Planning Board.

Unihab/Cambridge, Inc.

By Arthur A. Klipfel
Arthur A. Klipfel

11.16.81
Date

ATTEST: A true and correct copy of the decision filed with the office of the City Clerk on _____ by _____ authorized representative of the Cambridge Planning Board. All plans referred to in the decision have likewise been filed with the City Clerk on such date.

Twenty days have elapsed since the filing of this decision. No appeal has been filed _____. Appeal has been filed but has been dismissed or denied _____.

Date: _____

City Clerk, City of Cambridge

June 7, 1985

DETERMINATION AND NOTICE
TO THE CITY COUNCIL CONCERNING
PARCEL A
EAST CAMBRIDGE RIVERFRONT AREA

Pursuant to Section 15 of Chapter 40 of the General Laws of the Commonwealth of Massachusetts and Ordinance No. 773 of the City of Cambridge as adopted January 18, 1965, and Orders of Taking by Eminent Domain voted by the Cambridge City Council on June 11, 1984, the City Manager of Cambridge (the City), as the officer having charge on behalf of the City as owner of the Premises described in Attachment 1, hereby determines as follows:

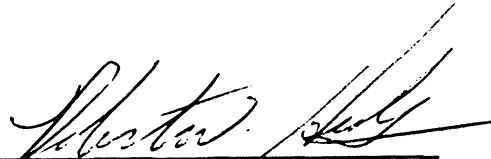
A. Parcel A

1. Parcel A, described in Attachment 1, consists of remnants of a larger parcel of land acquired by eminent domain for public park, roadway widenings and other public purposes. Parcel A is owned by the City.
2. The public park is being constructed on land owned by the City, which ownership will continue, and the roadway widenings are being constructed by the Massachusetts Department of Public Works (MDPW) on land owned by MDPW, which ownership will continue.
3. Parcel A is not required for either the public park or the roadway widenings or for any other public purpose. It is therefore my opinion that Parcel A is no longer required for public purposes.

B. Offer to Purchase

1. An offer to purchase Parcel A from the City has been made by UNIHAB, Inc. at a price of \$ 119,088.
2. On May 13, 1985, said offer was referred by the City Council to the Planning Board pursuant to the requirements of Ordinance No. 773, and on May 29, 1985, the Planning Board reported favorably on accepting said offer.
3. If accepted, the offer by Unihab will carry out the uses specified for this parcel in the East Cambridge Riverfront Plan published by the Community Development Department of the City, and will carry out the obligations of the City and Unihab as set forth in the Development Agreement of October 7, 1981, as amended.

4. I recommend that the City Council authorize the conveyance of Parcel A by deed to UNIHAB, Inc. or its designee for not less than \$ 119,088 and upon such other terms as the City Manager shall consider proper.



Robert W. Healy
City Manager
June 7, 1985

June 7, 1985

DETERMINATION AND NOTICE
TO THE CITY COUNCIL CONCERNING
PARCELS B1 & B2

Pursuant to Section 15 of Chapter 40 of the General Laws of the Commonwealth of Massachusetts and Ordinance No. 773 of the City of Cambridge as adopted January 18, 1965, and Orders of Taking by Eminent Domain voted by the Cambridge City Council on June 4, 1984, the City Manager of Cambridge (the City), as the officer having charge on behalf of the City as owner of the Premises described in Attachment 1, hereby determines as follows:

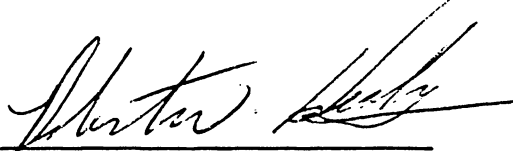
A. Parcels B1 & B2

1. Parcels B1 & B2, described in Attachment 1, consist of remnants of a larger parcel of land acquired by eminent domain for public park, roadway widenings and other public purposes. Parcels B1 & B2 are owned by the City.
2. The public park is being constructed on land owned by the City, which ownership will continue, and the roadway widenings are being constructed by the Massachusetts Department of Public Works (MDPW) on land owned by MDPW, which ownership will continue.
3. Parcels B1 & B2 are not required for either the public park or the roadway widenings or for any other public purpose. It is therefore my opinion that Parcels B1 & B2 are no longer required for public purposes.

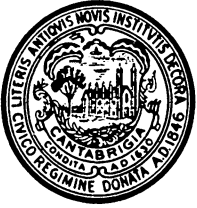
B. Offer to Purchase

1. An offer to purchase Parcels B1 & B2 from the City has been made by UNIHAB, Inc. at a price of \$209,325.
2. On May 13, 1985, said offer was referred by the City Council to the Planning Board pursuant to the requirements of Ordinance No. 773, and on May 29, 1985, the Planning Board reported favorably on accepting said offer.
3. If accepted, the offer by Unihab will carry out the uses specified for this parcel in the East Cambridge Riverfront Plan published by the Community Development Department of the City, and will carry out the obligations of the City and Unihab as set forth in the Development Agreement of October 7, 1981, as amended.

4. I recommend that the City Council authorize the conveyance of Parcels B1&B2 by deed to UNIHAB, Inc. or its designee for not less than \$ 209,325 and upon such other terms as the City Manager shall consider proper.



Robert W. Healy
City Manager
June 7, 1985



CITY OF CAMBRIDGE

CAMBRIDGE, MASSACHUSETTS 02139
Tel. 498-9011

EXECUTIVE DEPARTMENT
ROBERT W. HEALY
City Manager

June 10, 1985

To the Honorable, the City Council:

I transmit herewith communication received from Kathy A. Spiegelman, Assistant City Manager for Community Development, relative to the sale of surplus parcels to Unihab, enclosing

1. Two proposed City Council Orders
2. Two determinations of property as surplus
3. Development agreement as amended between the City and Unihab
4. Planning Board review of land disposition
5. Letter from Unihab to the City Council

Very truly yours,

Robert W. Healy
City Manager

RWH/b

Re: sale of surplus parcels to Unihab.

6/10/85
Hearing
- Held -

10 June 1985
Referred to the
Hearing
Two Orders
Two Roll Cuts
AFTER Hearing
5-3-1-0



CITY OF CAMBRIDGE

CAMBRIDGE, MASSACHUSETTS 02139
Tel. 498-9011

EXECUTIVE DEPARTMENT

October 7, 1981

Mr. Arthur Klipfel, III
President
Unihab/Cambridge, Inc.
14 Arrow Street
Cambridge, Massachusetts 02138

Dear Mr. Klipfel:

Re: Development Agreement

This letter sets forth the agreement between the City of Cambridge and Unihab/Cambridge, Inc. ("Unihab") in respect of certain parcels of land shown on the Lechmere Canal Park Land Acquisition Plan dated November 4, 1980, prepared by Cullinan Engineering Co. (Acquisition Plan). All references to parcels in this letter refer to said Acquisition Plan.

Unihab's execution of a copy of this letter will indicate its agreement to adhere to the terms set forth in this letter agreement.

1. Sale of 7C

The City will sell Parcel 7C to Unihab. At a simultaneous closing, utilizing funds to be provided by Unihab, the City will pay to the Massachusetts Government Land Bank, present owner of this parcel, the purchase price for Parcel 7C, and will in turn convey Parcel 7C to Unihab for the same price.

2. Price

The price which Unihab will pay to the City will be \$12 per square foot, for a total of \$96,156 (which amount shall be adjusted for minor changes in actual area in Parcel 7C).

3. Time of Closing

Subject to any requirements imposed pursuant to the Planned Unit Development process (the PUD process), conveyance by the City to Unihab of Parcel 7C and payment of the full purchase price therefor by Unihab shall occur not later than thirty (30) days following the later to occur of (i) acquisition by Unihab of Parcels 2, 2A, 3 and 3A from the Museum of Science and (ii) the date of Unihab's first advance under a construction loan for the construction of the condominium development described in Section 4.

4. Development

Unihab agrees to use its best efforts to carry out on Parcel 7C and adjoining parcels a condominium development as contemplated in the East Cambridge Riverfront Plan, subject to review and approval pursuant to the PUD process applicable to the site (East Cambridge Comprehensive Rezoning Amendment, Ordinance No. 906, adopted by the City Council on December 11, 1978). The City hereby grants permission to Unihab to include Parcel 7C in the PUD application. The City agrees to use its best efforts to acquire, design and construct Lechmere Canal Park (hereinafter referred to as the "Park" or the "Mall"), based upon plans prepared by Carol R. Johnson & Associates, Inc., and will expend not less than \$7,000,000 for such purpose. The City will let a contract for construction of Phase I of the Park not later than the date on which Unihab conveys to the City Parcels 2, 2A, 3 and 3A, as provided in Section 6 hereof (or on the date the Museum of Science conveys such parcels to the City), and the Park will be completed not later than September 1, 1983.

5. Parcels 2 and 2A and the Citgo Parcel

If the City acquires for a nominal cost portions of Parcel 4A and the unnumbered parcel shown on the Acquisition Plan as abutting Parcel 4A on the east (together, the Citgo Parcel) pursuant to utilization of portions of such parcels by the Massachusetts Department of Public Works for purposes of widening Monsignor O'Brien Highway, the City will promptly convey to Unihab, upon approval of the City Council, such portions thereof not utilized as a public park for One Dollar. If the City acquires these parcels for more than a nominal cost, the price of this land will be negotiated according to this cost and upon request by Unihab and upon approval by the City Council, will be conveyed to Unihab.

6. Parcels 2, 2A, 3 and 3A

Unihab will convey to the City (unless previously conveyed to the City by the Museum of Science) Parcels 2, 2A, 3 and 3A for One Dollar.

7. Closing

The conveyances described in Paragraph 6 will occur on the day following the date Unihab purchases such parcels from the Museum of Science. If Unihab for any reason fails to purchase such parcels, Paragraph 6 of this Agreement shall be null and void and of no further effect.

8. Parcel 1A

If it acquires Parcel 1A, the City will convey to Unihab, upon City Council approval, Parcel 1A for the price of \$89,311, or \$12 per square foot of area in Parcel 1A (to be adjusted for changes in square footage).

9. Closing

The conveyance described in Paragraph 8 will occur, if approved by the City Council, within sixty (60) days after the City acquires Parcel 1A. The City will give Unihab not less than thirty (30) days' written notice of the Closing. If the City fails to acquire Parcel 1A, Paragraph 8 of this Agreement shall be null and void and of no further force or effect.

10. Use of Parcels for Determining Floor Area Ratio

Unihab's agreement to convey Parcels 2, 2A, 3 and 3A as herein provided is conditioned upon the inclusion of Parcels 2 and 2A for purposes of determining floor area ratio for development of Parcels 2B and 2C for a total floor area of 195,694 sq.ft. more or less and inclusion of Parcels 3 and 3A in Parcel 3C for purposes of determining floor area ratio for development of Parcel 3C.

11. Liens and Encumbrances

Upon conveyance, all parcels covered by this agreement will be free and clear of all liens, encumbrances and easements of record, except for minor restrictions of record which will in no way interfere with the planned development of condominiums on parcels to be conveyed to Unihab or with construction of a park on parcels to be conveyed to the City.

12. Park Maintenance Agreement

Unihab agrees to execute a Park Maintenance Agreement with the City, which agreement will provide, inter alia, as follows:

- A. Unihab shall not be responsible for any portion of the cost of maintaining the Park until both of the following events have occurred:
 - (a) Carol R. Johnson & Associates, Inc. has certified, subject to the reasonable review and approval of Unihab, that the Lechmere Canal Park has been completed in accordance with the provisions of Section 4; and
 - (b) The condominium development described in Section 4 shall have been completed for six months or all the units thereof shall have been sold, whichever occurs first.
- B. Unihab's share of the Maintenance Costs (as defined in Article 12, Section F) shall be the product of the annual allowable Maintenance Costs for any calendar year, multiplied by a fraction, the numerator of which shall be the number of linear feet of frontage of the property on which the condominium development described in Section 4 has been constructed, together with Parcel 3C, as shown on the Acquisition

Plan, on the Lechmere Pedestrian Mall, and the denominator of which shall be the total number of linear feet of frontage on the Mall, including land upon which no buildings have been constructed. The number of linear feet of frontage of the parcels on the north side of the Lechmere Pedestrian Mall, according to the Acquisition Plan, is approximately 538.67 (not including frontage on Parcel 1A which, together with frontage related to the Citgo Parcel, will be added by amendment if Unihab acquires such parcels), and the number of linear feet of frontage of Parcel 3C on the south side of the Mall is 319.87 (it being agreed that for purposes of the Park Maintenance Agreement, the easterly side of Parcel 3C shall not be included in determining the applicable frontage attributable to the parcel, nor shall any frontage along any right of way from Commercial Avenue to Parcel 3C which passes over Parcel 3B); and the total number of linear feet of frontage on the Mall is 2,827.57 as illustrated on Exhibit #1. To the extent that the Mall fronts on land not in private ownership, the City shall be responsible for the payment of the share of the Maintenance Costs attributable thereto.

- C. Unihab's total financial obligation for the first twelve month period for which it has responsibilities hereunder shall be the lesser of \$30,000 or its pro rata share as determined by the provisions of the preceding paragraph. Unihab may elect to allocate the total obligation between the parcels on the north and south sides of the Canal as it deems appropriate prior to the date such financial obligations begin; thereafter, the ratio of such obligation between such parcels shall not be changed without the approval of the City.
- D. For each subsequent twelve month period, the properties' financial obligation shall be the lesser of their pro rata share as determined by the provisions of paragraph B or the amount paid in respect of the immediately preceding twelve month period plus the product of said amount multiplied by a percentage equal to the amount by which the tax revenues collected by the City on property situated therein for the most recent fiscal year exceed the tax revenues collected for the immediately preceding fiscal year.
- E. The obligations hereunder shall be conditioned on the granting to the abutting owners, including the City where there are no private owners, of the option at the desire of those owning at least fifty-one percent (51%) of the frontage on the Pedestrian Mall, to contract for maintenance services with a private firm in substitution for the City's performance of maintenance service, so long as such a contract provides for a quality maintenance program and the same is reviewed and approved by the City Manager on an annual basis. In addition, the City shall, and it shall be a condition precedent hereto, cause private abutters owning at least fifty-one (51%) percent

of the frontage on the Mall to sign agreements for park maintenance payments upon terms and conditions substantially the same as those contained in this Article 12.

- F. Maintenance Costs shall mean costs of operation, maintenance, security and repair of the Park, but shall exclude costs of capital improvements, special or utility services and material incurred solely for the benefit of a specific abutter (including Tenants) for which a separate charge or assessment is made, or which do not benefit the Park generally. Maintenance costs shall include, without limitation, the following: compensation and standard fringe benefits, workmen's compensation, insurance premiums and payroll taxes paid to, for, or with respect to all persons engaged in operating, maintaining or cleaning the Park (but only such compensation or benefits as are attributable to such work); utility charges directly attributable to the Park, costs of cleaning supplies and equipment; costs of maintenance, cleaning and normal repairs; costs of snow removal and care of landscaping; payments under service contracts with independent contractors; management fees at reasonable rates consistent with the type of park and the service rendered; noncapital repairs to the Park; and all other reasonable and necessary expenses paid in connection with the operation, security, cleaning and maintenance of the Park properly chargeable against the City.

It is understood that the replacement of physical improvements, such as plantings, benches and other capital items will not be included as part of Maintenance Costs, but reasonable repair of these items due to vandalism or normal wear and tear shall be included as part of Maintenance Costs.

13. Conveyance to MDC

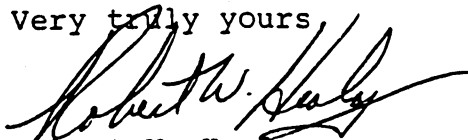
Unihab will sell to the Metropolitan District Commission (MDC) Parcel 3B for One Dollar to be used as part of the Lechmere Canal Park, subject to such terms and conditions as may be agreed between Unihab and MDC, including MDC's agreement to terminate its ground lease as to Parcels 3, 3A and 3C and to grant a right of way over Parcel 3B to Parcel 3C. The conveyances described in this agreement shall be conditioned upon prior agreement to such terms and conditions between Unihab and MDC.

14. Further Agreements

Unihab will execute legally binding commitments with the City to undertake the development once approved pursuant to the PUD process, which commitments will be expected to be used by the City in support of efforts to fund Planned Construction of a pedestrian mall on the Lechmere Canal as outlined in the East Cambridge Riverfront Plan. Funding for this construction will be requested under the Federal UDAG program and other public funding sources. Unihab agrees to furnish such documents as may reasonably be

required by such public funding sources from time to time, and to participate on a good faith basis in the above and other efforts to maximize available public grant funds from UDAG and other sources. Unihab may assign its rights under this Agreement to any person or entity in which it owns, directly or indirectly, an equity interest; provided, that Unihab shall retain design control over the condominium development (unless by reason of Unihab's default in agreements with investors, lenders or partners, Unihab's role in the Project is terminated or revised). Any such investor, lender or partner which succeeds to Unihab's position by reason of its default shall have the right to complete construction of the condominium development as at that time approved by the City, and to exercise other rights granted to Unihab hereunder, provided said successor to Unihab's interest fulfills all of Unihab's obligations hereunder, but shall not have the right to make any design changes without prior written approval of the City.

Very truly yours,



Robert W. Healy
Acting City Manager

RWH:jp

Agreed to:

UNIHAB/CAMBRIDGE, INC.

By Arthur Klipfel
Arthur Klipfel, III, President

Date: 11.4.81

Approved as to form:

By Russell B. Higley
Russell B. Higley
City Solicitor

Date: _____

DEVELOPMENT OPTIONS BASED
ON LAND OWNERSHIP

LINHAYE/CAMBRIDGE, INC.
2 JUNE 1981.

		ALLOWABLE FAR OPTIONS			
		LAND SQ. FT.	ALL PARCELS	NO "C"	NO "C" & "D"
A	MUSEUM OF SCIENCE	96,847	193,694	193,694	193,694
B	MASS. LAND BANK	8,013	16,026	16,026	16,026
C	CITGO	10,484	20,968	-0-	-0-
D	HOMERINGER	7,443	14,886	14,886	-0-
TOTALS		122,787	245,574	224,606*	209,720
BUILDING	EXPANDED BUILDING SQ. FT.		236,494	236,494	199,397
	PARKING (UNITS)		192	192	168
	F.A.R.		1.93	2.10	1.9

*ADDITIONAL LAND AREA BY
ARTICLE 5.223. OF ZONING
PERMITS 13,684 SQ. FT.
 $13,684 \times 2 = 17,368$
FAR = 1.82.

unihab

May 9, 1985

Mayor Leonard Russell
Members of the City Council
Cambridge City Hall
795 Massachusetts Avenue
Cambridge, MA 02139

Re: Graves Landing Project
(Lechmere Canal Park)

Dear Mayor Russell et al.:

The matter of City Council approval of a sale of two small parcels of land near the Lechmere Canal Park to Unihab, Inc. will soon be brought to you for consideration. These parcels are remnants from land-takings along the Monsignor O'Brien Highway and Commercial Avenue. We hope these parcels will become part of our proposed condominium project. This letter is an attempt to describe some of the history of the proposed transaction.

With the encouragement of the City in 1978, Unihab, Inc. optioned land owned by the Museum of Science and located on the Lechmere Canal. We understood that the City wanted us to develop market rate condominiums on this site, which was consistent with other projects we had developed in Cambridge. We had several meetings with the East Cambridge Stabilization Committee and they also supported us in this effort to produce market housing units.

In 1982, we purchased the land from the Museum of Science. By prior agreement with the City, we donated 96,300 s.f. of this land to the City to add to the Canal Park site. The value of the donated land at this time was \$750,000. This transaction was approved by the City Council. As a condition of this donation, we received the following concessions from the City: (see attached Development Agreement.)

- (1) We would be allowed to build 195,000 F.A.R. s.f. on the (two) parcels designated as the housing site.
- (2) The Park construction would be completed no later than September 1, 1983.

- (3) We would have the right to purchase Site 7-C, owned by the Mass Land Bank, for \$96,000.
- (4) Subject to City Council approval, we would have the right to purchase from the City, two additional sites abutting ours. These sites would be the remnants of land takings (these are the sites we now propose to purchase) and our costs would equal the City's cost of acquisition.

With this encouragement from the City, we completed drawings for the project and went through the PUD process. After many public hearings and very substantial reviews from Community Development and the Planning Board, the project was approved as a project comprising 168 market housing units.

Since PUD approval cannot be granted on land not owned by the developer, the approval was written so that when the two parcels referred to in paragraph (4) above were taken by the State and therefore could be sold to Unihab, Inc., the approval would expand by "minor amendment" to include these two sites, and the unit count would expand from 168 to 182 units. (see attached PUD approval).

The proposed sale price for these two sites is about \$340,000, which will increase the unit count of the project by only 12 units (a cost of over \$28,000 per unit). The average land cost for the project is less than \$10,000 per unit. Thus, the economic value of adding these sites is marginal.

The approval was written this way to encourage us to design the project in a manner consistent with the Park design as defined in The East Cambridge Riverfront Plan, where this called for incorporation of the two small sites now in question. We took this risk anticipating that the State would successfully effect the land-taking, and that the City would willingly sell us the remnants as outlined in The Development Agreement. We felt additional support in taking this risk when the City Council approved the sale of Site 7-C to Unihab, where this sale was based on a review of the project as conceived, and where this sale was also critical to completing the project consistent with the Riverfront Plan.

We have suffered financial hardships waiting for the commencement of Park construction. We completed the PUD process in the Fall of 1982 assuming that we could deliver units to the market in the Fall of 1983, simultaneous with the proposed completion of the Lechmere Canal Park. However, when the Park construction was delayed, bankers' reluctance forced us to delay construction of the housing. They were unwilling to lend money to our project until they could be assured that the Park and road construction would be completed simultaneously with the housing. We have totally completed architectural drawings and have been ready to break ground since the Fall of 1982.

Our costs to the present time are as follows:

Land	\$1,560,000
Architectural Drawings	420,000
Development Costs	360,000
Interest on the Land Loan	500,000
Interest on the Development Loan	<u>90,000</u>
	\$2,930,000

As you can see, excluding land, we have spent over \$1,300,000 in anticipation of moving forward on the project as conceived and designed. The Park and road construction are now sufficiently committed to enable us to apply for bank financing. We have secured a building permit based on the PUD approval, i.e. for 168 units if the two abutting sites are sold to Unihab (after City Council approval and approval of the "minor amendment"), we can amend the building permit to increase to 182 units.

This is a difficult and expensive project. Many skeptical bankers have told us that this is not a viable housing site. It is located on a major truck route and no neighborhood infrastructure exists. Since no housing exists in this area, we can't point to a comparable. Construction costs are significantly higher than most housing projects. The project is single-loaded to minimize the impact of the road. It must be built on pile foundations, and it includes structured parking. The economics of the project are very thin and the project needs all the support it can get.

We now respectfully request your support by your approval of the sale of the remnants to Unihab, Inc. in a manner consistent with the Development Agreement, and with our expectations and plans which have remained consistent over a seven-year period. We started investing money in this project many years before developer interest in this area was strong, which helped make the project possible. We hope you can help us now when, after many delays in the Park construction, we will finally be able to move forward. Many thanks for your consideration.

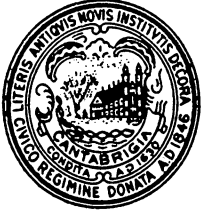
Sincerely,

A handwritten signature in black ink, appearing to read "Arthur Klipfel". The signature is fluid and cursive, with a large initial "A" and a long, sweeping underline.

Arthur Klipfel
President
Unihab, Inc.

enclosures

AK/Bfas



CITY OF CAMBRIDGE

CAMBRIDGE, MASSACHUSETTS 02139
Tel. 498-9011

EXECUTIVE DEPARTMENT
ROBERT W. HEALY
City Manager

May 13, 1985

To the Honorable, the City Manager:

I transmit herewith communication from Kathy A. Spiegelman, Assistant City Manager for Community Development, relative to Unihab's acquiring two surplus remnants of land adjacent to the Lechmere Canal Park, and requesting the Council to schedule a Public Hearing for Monday, June 3, 1985, and that the Council refer the matter to the Planning Board for their review and comments prior to the June 3d meeting.

Very truly yours,

Robert W. Healy
City Manager

S-453A

Re: Unihab's acquiring the surplus remnants of land adjacent to the Lechmere Canal Park & requesting the scheduling of a hearing on Monday, June 3, 1985 & further requesting that the matter be referred to the Planning Board for review prior to the June 3rd meeting.

6/10/85

Time 6:30 PM

In City Council,

May 13, 1985

5/13/85 - HEARING SET FOR JUNE 10, 1985
AT 6:30 P.M. PROPOSAL REFERRED
TO THE PLANNING BOARD FOR REPORT
PRIOR TO JUNE 10, 1985

Copy sent to Les Barber, Planning
Board 5/15/85 mh