

AGREEMENT

This agreement is by and among the City of Cambridge, a municipal corporation (the "City") with an address at City Hall, 795 Massachusetts Avenue, Cambridge, Massachusetts, Massachusetts Institute of Technology, a Massachusetts educational corporation (the "Institute") with a business address at 77 Massachusetts Avenue, Cambridge, Massachusetts, and CASPAR, Inc., a Massachusetts non-profit corporation, with a business address at 245 Beacon Street, Somerville, Massachusetts.

1. DEFINED TERMS

For purposes of this Agreement, the terms listed below shall have the following meanings.

(a) Amherst Street Deed - A deed to be prepared in accordance with the terms and conditions of this Agreement, by which the City conveys to the Institute the Amherst Street Parcel, subject to the provisions of Section 5 of this Agreement, and subject to the (i) Development Restrictions, and (ii) the restrictions that the Amherst Street Parcel would be used by the Institute for purposes of providing pedestrian and vehicular traffic and circulation, which may include improvements to enhance the amenity level of the area (trees, lighting, sidewalks and the like), and constructing, installing, using and maintaining underground utilities and installations.

(b) Amherst Street Parcel - The parcel described in **Exhibit A**, attached hereto, and shown on the plan, attached hereto as **Exhibit B**.

(c) Carleton Street Easements - An instrument to be prepared by the parties in accordance with the provisions of this Agreement with respect to the Carleton Street Parcels by which the Institute is granted perpetual rights and easements to (i) construct, install, use and maintain two bridges, two tunnels, or one bridge and one tunnel on the Carleton Street Parcels (the bridges and tunnels shall be located either in Location A or Location B, as shown on the Carleton Street Plan, provided that the Institute shall have the right, upon the giving of notice to the City, to shift Location A and Location B to other locations (identical in area) on the Carleton Street Parcels, and to record with the Middlesex South District Registry of Deeds an amendment to the Carleton Street Easements containing the new placement of Location A or Location B); (ii) construct, install, use and maintain on Parcel 2 as set forth on **Exhibit C** (Parcel 2 is also approximately shown as Location C on the Carleton Street Plan) a landscaped plaza with improvements such as benches, lighting, landscaping and similar amenities; (iii) construct, install, use and maintain a pedestrian walkway and improvements to enhance the amenity level of the walkway (trees, lighting and the like); and (iv) to construct, install, use and maintain underground utilities and installations. Upon completion of construction or installation of any bridge or tunnel, described in clause (i), the Institute will deliver to the City Manager for review an "as-built" description, certified by a registered engineer or land surveyor, showing the exact dimensions and location of the

constructed bridge or tunnel, and within thirty (30) days thereafter the Institute shall record with the Middlesex South District Registry of Deeds an amendment to the Carleton Street Easements containing that "as-built" description of the exact dimensions and locations of the constructed bridge or tunnel, and that "as-built" description shall replace and supersede the original description of such easement area.

(d) Carleton Street Lease - A lease to be prepared by the parties in accordance with this Agreement, by which the City leases the Carleton Street Parcels to the Institute for a term of twenty years from the effective date of the Carleton Street Lease, renewable at the sole option of the Institute for an additional term of twenty years. The Carleton Street Lease will provide for rent payable at the rate of one dollar per year, shall otherwise be absolutely net to the City, shall be subject to the Development Restrictions.

(e) Carleton Street Parcels - The parcels described on Exhibit C, attached hereto.

(f) Carleton Street Plan - The plan of the Carleton Street Parcels, attached as Exhibit D.

(g) CASPAR Facility - The CASPAR Improvements and the CASPAR Lot.

(h) CASPAR Improvements - A building and improvements to be developed on the CASPAR Lot in accordance with plans and specifications to be prepared, in consultation with the City and CASPAR, by the Institute's designer and constructed by the Institute's contractor. The design of the CASPAR Improvements will be developed consistently with the following programmatic description of the CASPAR Improvements:

The total space of the CASPAR building shall be approximately 12,000 square feet of gross space on contiguous floors. The building shall be a maximum of three (3) floors and a minimum of one (1) floor. The building shall have two (2) ground floor accesses. The building shall include sufficient space for:

- sleeping capacity for 55 persons with separate areas for men and women;
- shower and bathroom facilities for men and women, including a toilet with easy access from the street;
- laundry facilities;
- administrative offices for director and staff;
- at least three private rooms for intake and counseling;
- at least one medical examination room;

- dining room for 50-75 persons;
- food preparation and storage area;
- multi-purpose room for group activities; and
- storage areas for linens, clothing and equipment.

(i) CASPAR Lease - A lease to be prepared in accordance with this Agreement by which the Institute agrees to create the CASPAR Lot; design and construct the CASPAR Improvements; and lease the CASPAR Facility to CASPAR under a lease with CASPAR or a Qualified Successor Organization for a term of twenty years from the effective date of the CASPAR Lease, renewable at the sole option of the tenant for a second twenty year term, or if CASPAR elects not to renew, the City shall have the right to renew the CASPAR Lease, provided it agrees to assume all of the obligations and accept all of the rights as tenant under the CASPAR Lease, upon the same terms and conditions as if the CASPAR Lease had been terminated and the City had succeeded to the interest of CASPAR under the provisions of Section 7. The CASPAR Lease will provide for rent payable at the rate of one dollar per year, and shall otherwise be absolutely net to the Institute.

(j) CASPAR Lot - A portion of the parcel of land at 240 Albany Street, Cambridge, Massachusetts (Assessor's Map 54, Lot 7) whose exact dimensions will be established based upon the site plan to be developed for the CASPAR Facility. The CASPAR Lot will contain sufficient area to accommodate the CASPAR Improvements and required parking in accordance with applicable local zoning requirements.

(k) City Conveyances - All of the obligations of the City to grant, convey, transfer, execute and deliver to the Institute the Amherst Street Deed, the Hayward Street Easements, the Hayward Street Lease, the Carleton Street Easements, the Carleton Street Lease, the Vassar Street Lease and the Vassar Street Easements.

(l) City Obligations - All of the obligations of the City under this Agreement, including the City Conveyances.

(m) Development Restrictions - The restrictions to be imposed upon the Institute in those instruments specified herein by which the Institute agrees (i) that the square foot area of the parcel conveyed, transferred or leased, as the case may be, to the Institute would not be used or available for use by the Institute for inclusion in the calculation of any floor area ratio requirements for any site under the City of Cambridge Zoning Ordinance, and (ii) not to erect any buildings on the parcel in question, except that the Development Restrictions shall not affect the rights of the Institute to construct and install bridges or tunnels as provided in this Agreement.

(n) Hayward Street Easements - An instrument to be prepared in accordance with the provisions of this Agreement with respect to the Hayward Street Parcel by which the Institute is granted perpetual rights and easements to (i) construct, install, use

and maintain on the Hayward Street Parcel either a bridge or a tunnel (the bridge or tunnel shall be located in either Location A or Location B, as shown on the Hayward Street Plan, provided that the Institute shall have the right, upon the giving of notice to the City, to shift Location A and Location B to other locations (identical in area) on the Hayward Street Parcel, and to record with the Middlesex South District Registry of Deeds an amendment to the Hayward Street Easements containing the new placement of Location A or Location B); (ii) construct, install, use and maintain a pedestrian walkway and other improvements to enhance the amenity level of the walkway (trees, lighting and the like) and (iii) construct, install, use and maintain underground utilities and installations. Upon completion of construction or installation of any bridge or tunnel, described in clause (i), the Institute will deliver to the City Manager for review an "as-built" description, certified by a registered engineer or land surveyor, showing the exact dimensions and location of the constructed bridge or tunnel, and within thirty (30) days thereafter the Institute shall record with the Middlesex South District Registry of Deeds an amendment to the Hayward Street Easements containing that "as-built" description of the exact dimensions and locations of the constructed bridge or tunnel, and that "as-built" description shall replace and supersede the original description of such easement area.

(o) Hayward Street Lease - A lease to be prepared by the parties in accordance with this Agreement, by which the City leases to the Institute the Hayward Street Parcel for a term of twenty years from the effective date of the Hayward Street Lease, renewable at the sole option of the Institute for an additional term of twenty years. The Hayward Street Lease will provide for rent payable at the rate of one dollar per year, shall otherwise be absolutely net to the City, and shall be subject to the Development Restrictions.

(p) Hayward Street Parcel - The parcel described in **Exhibit E**, attached hereto.

(q) Hayward Street Plan - The plan of the Hayward Street Parcel, attached hereto as **Exhibit F**.

(r) Institute's Obligations - All of the obligations of the Institute hereunder, including, without limitation, the design, construction and leasing of the CASPAR Facility.

(s) Qualified Successor Organization - An entity designated by the City, which may include an agency of the City, as a successor to the interest of CASPAR under the CASPAR Lease whose sole activity at the CASPAR Facility is providing health services for homeless drug and alcohol users of Cambridge or Somerville in a manner substantially the same as CASPAR, or an alternate user of the CASPAR Facility approved pursuant to Section 7.

(t) Street Discontinuances - All necessary action taken by the City in accordance with all applicable state and local laws and ordinances to discontinue the Hayward Street Parcel, the Amherst Street Parcel, the Vassar Street Parcels and Carleton Street Parcels as public ways.

(u) Vassar Street Easements - An instrument to be prepared in accordance with the provisions of this Agreement with respect to the Vassar Street Parcels by which the Institute is granted, upon the occurrence of a Triggering Event (described in the Vassar Street Lease definition), perpetual rights and easements to (i) construct, install, use and maintain sidewalks, landscaping, a bicycle path and other improvements to enhance the amenity level of the area (trees, lighting and the like); and (ii) construct, install, use and maintain underground utilities and installations.

(v) Vassar Street Lease - A lease to be prepared by the parties in accordance with this Agreement by which the City leases to the Institute the Vassar Street Parcels, for a term of twenty years from the effective date of the Vassar Street Lease, renewable by the Institute for an additional term of twenty years. The Vassar Street Lease will provide for rent payable at the rate of one dollar per year, shall otherwise be absolutely net to the City, and shall be subject to the Development Restrictions. The Vassar Street Lease shall also provide that the City shall grant to the Institute the Vassar Street Easements (which shall be approved and executed by the City simultaneously with the other City Conveyances and held in escrow for delivery to the Institute at such time (a "Triggering Event") when (i) the Institute shall have granted to the City an easement for the construction and installation by the City of the Waverly Street connector, or (ii) the first twenty years of the term of the Vassar Street Lease shall have expired, whichever occurs sooner). The Institute hereby restates and reaffirms its continuing commitment and obligation to the City set forth in a memorandum, dated January 11, 1988, that the Institute shall, upon the request of the City in conjunction with the City's undertaking of the Cambridgeport Roadway Improvement Plan and construction of the Waverly Street connector, convey to the City an easement to enable the City to construct the Waverly Street connector. The land included in this easement area is over 75,000 square feet in area, and involves the demolition of an existing building at 38 Henry Street (currently leased to Polaroid).

(w) Vassar Street Parcels - The parcels described on Exhibit G, attached hereto, and shown on the plans attached hereto as Exhibits H-1, H-2 and H-3.

2. DEFINITIVE AGREEMENTS

Promptly following the execution of this Agreement, the parties will prepare a definitive agreement (the "Definitive Agreement") with respect to the matters set forth herein, including definitive leases, easements and other instruments of conveyance ("Definitive Instruments") and other documents necessary to consummate this transaction, consistent in all material respects with the provisions of this Agreement. The Definitive Instruments shall be incorporated into the Definitive Agreement, and shall be executed and delivered at the Closing. The Definitive Instruments shall contain all necessary protective provisions by which the tenants under the respective leases, and the grantee under the respective easements, agree to indemnify, defend, and hold harmless the landlord and grantor, respectively, from and against loss, damage or other liability resulting from activities occurring on the leased premises or easement areas, respectively, to the extent permitted by applicable law. The leases and easements of the Vassar Street Parcels and the Hayward Street Parcel will contain appropriate provisions recognizing rights of the public for pedestrian access and, in the case of the Vassar Street Parcels,

continuation of the rights of ingress and egress to Vassar Street of abutting property owners; the lease and easements of the Carleton Street Parcels will contain appropriate provisions recognizing the rights of the public for pedestrian and vehicular access and continuation of rights of ingress and egress of abutting property owners; and the deed of the Amherst Street Parcel will contain appropriate provisions recognizing rights of the public for pedestrian and vehicular access. The CASPAR Lease shall provide that no amendment to the CASPAR Lease materially affecting the rights of the tenant shall be effective without the prior approval of the City.

3. EXCHANGE

The City and the Institute agree that at the Closing of this transaction (the "Closing"), as provided in Section 4, the City will grant, convey and transfer the City Conveyances to the Institute and perform the City's Obligations, and that the Institute will perform the Institute's Obligations, each subject to and in accordance with the provisions of this Agreement, and subject to and in accordance with the Definitive Agreement.

4. TIME OF CONVEYANCES

The Closing shall take place on such date as may be agreed upon by the parties at the offices of Palmer & Dodge, One Beacon Street, Boston, Massachusetts, 23rd floor at 10:30 a.m., but in no event shall the Closing be more than sixty (60) days from the date hereof. If the sixtieth day falls on a weekend or legal holiday, the Closing shall take place on the next following business day.

5. TITLE AND INSTRUMENTS OF CONVEYANCE

(a) The conveyance of the Amherst Street Parcel, the easements with respect to the Carleton Street Parcels, the Hayward Street Parcel and the Vassar Street Parcels, and the leases of the Carleton Street Parcels, the Hayward Street Parcel and the Vassar Street Parcels shall be by instruments conveying good and clear record and marketable title or leasehold interest, as the case may be, subject to and with the benefit of all conditions, covenants and restrictions set forth herein, and such other conditions, covenants and restrictions of record as do not materially adversely interfere with the use of respective parcels as contemplated by this Agreement.

(b) The Lease of the CASPAR Facility shall be by instrument conveying a good and clear record and marketable leasehold interest, subject to and with the benefit of all conditions, covenants, and restrictions set forth herein, and such other conditions, covenants and restrictions of record as do not materially adversely interfere with the use of the CASPAR Facility for purposes contemplated by this Agreement.

6. CONDITIONS PRECEDENT TO CLOSING

(a) The Institute, as a condition precedent to the Closing, will furnish to the City evidence reasonably satisfactory to the City, that the Institute has taken all necessary corporate action to authorize the execution and delivery of the CASPAR Lease, to undertake the Institute's Obligations under this Agreement, and to authorize a specific

representative or representatives of the Institute to execute and deliver such instruments and other documents and to take such actions as are necessary or desirable to implement this Agreement.

(b) The City, as a condition precedent to the Closing, will furnish to the Institute evidence reasonably satisfactory to the Institute, that the City, acting through its City Council and its City Manager, has taken all necessary municipal action under state and local laws and ordinances to make the Street Discontinuances and the City Conveyances, to undertake the City's Obligations under this Agreement, and to authorize the City Manager to execute and deliver such instruments and other documents and to take such actions as are necessary or desirable to implement this Agreement.

7. EARLY TERMINATION OF CASPAR LEASE

If CASPAR or the Institute terminates the CASPAR Lease for any reason, except as provided in Sections 8 and 9, prior to the expiration of the term of the CASPAR Lease, the Institute will promptly notify the City of such termination and thereupon the City shall, and hereby agrees to, assume all of the obligations, and accept all of the rights of CASPAR, as tenant, under the CASPAR Lease for a period, as provided below, not to exceed 180 days. During that 180 day period, the City shall have the right to designate a Qualified Successor Organization as a substitute tenant for the unexpired term of the CASPAR Lease. If during this 180 day period, the City identifies an alternate use for the CASPAR Facility, other than that allowed as a Qualified Successor Organization, the Institute agrees to engage in discussions with the City concerning the appropriateness of the proposed alternate use for the CASPAR Facility. If both parties agree to such alternate use for the CASPAR Facility, any such alternate use would be deemed, for all purposes under this Agreement, to be a Qualified Successor Organization. Upon such designation and agreement by the Qualified Successor Organization to accept an assignment of the CASPAR Lease, the Institute and the Qualified Successor Organization shall enter into an assignment of the CASPAR Lease. If the City does not designate, within that 180 day period, a Qualified Successor Organization, the CASPAR Lease shall automatically terminate and the City may thereafter elect to recover from the Institute compensation ("Termination Compensation") on account of the early lease termination. Termination Compensation shall be an amount equal to the appraised value of the City Conveyances, as has been determined under M.G.L. c.30B, §16(b), multiplied by a fraction the numerator of which is the number of months remaining in the lease term of the CASPAR Lease at the time of the City's election, and the denominator of which is 480.

8. INSTITUTE'S DEFAULT

If the Institute fails to construct the CASPAR Improvements and to deliver the CASPAR Facility in accordance with the obligations of this Agreement and in accordance with the CASPAR Lease, and the CASPAR Lease is terminated by reason of such failure, then the City shall have the right to rescind all of the City Conveyances and to terminate all of the rights of the Institute thereunder. If the Institute fails to comply with any other of its obligations under the CASPAR Lease, CASPAR (or its successor) shall be entitled to recover from the Institute, compensation in proportion to the loss of benefits suffered by CASPAR (or its successor).

9. CITY'S DEFAULT

If the Institute is unable to construct one or more of the bridges or tunnels, as contemplated by this Agreement, by reason of the adoption of any ordinance, code or other regulation or the denial of any permit or approval by the City, then the Institute shall have the right to reduce the term of the CASPAR Lease in proportion to the loss of benefits suffered by the Institute (i.e., if the Institute, having already constructed two tunnels, were denied by the City the right to construct a third tunnel, the Institute would have the right to reduce the term of the CASPAR Lease by one-third from 480 months to 320 months).

10. CONSTRUCTION OF CASPAR IMPROVEMENTS

The Institute, CASPAR and the City, immediately following the execution of this Agreement, shall undertake and diligently proceed with the programming, design and public approvals for the CASPAR Facility. The Institute shall use best efforts to complete construction of the CASPAR Improvements and to deliver the CASPAR Facility within 15 months of receiving the building permit for the project, subject to extension for events beyond the Institute's control.

11. MISCELLANEOUS

(a) In the implementation of this Agreement, the Institute shall consult with the City of Cambridge Traffic Department concerning the disposition of parking spaces on or along the Vassar Street Parcels, the Amherst Street Parcel, the Carleton Street Parcels and the Hayward Street Parcel which will be displaced, to the end that such spaces are returned to the City's parking space bank in accordance with the provisions of Section 10.16.070 of the Cambridge Municipal Code.

(b) The City Conveyances shall be made reserving to the City all rights that the City reasonably requires with respect to the use and maintenance of existing utilities installed in the Amherst Street Parcel, the Carleton Street Parcels, the Hayward Street Parcel and the Vassar Street Parcels.

(c) This Agreement shall be governed by, construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

(d) Whenever in this Agreement, or in the Definitive Agreement the consent or approval of either party is required, such consent shall not be unreasonably withheld, delayed or qualified and shall be in writing signed by a duly authorized officer or agent of the party granting the consent or giving the approval. Any written notice, consent, approval, or authorization received by the Institute from the City Manager of the City or the designee of the City Manager may be relied upon as authorized to be given hereunder. Any written notice, consent, approval or authorization received by the City from the Assistant Treasurer-Director of Real Estate of the Institute may be relied upon as authorized to be given hereunder, under the Definitive Agreement and the Definitive Instruments.

(e) No assent, express or implied, by either party to any breach of or default in any term, covenant or condition herein contained on the part of the other to be performed or observed shall constitute a waiver of or assent to any succeeding breach of or default in the same or any other term, covenant or condition hereof.

(f) All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms hereof, shall be in writing, and shall be deemed to have been properly given if delivered by hand or sent by registered or certified United States mail, postage prepaid, return receipt requested, and

(1) if directed to the City, addressed to it:

City Manager
City Hall
795 Massachusetts Avenue
Cambridge, Massachusetts 02139

(2) if directed to the Institute addressed to it:

Massachusetts Institute of Technology
238 Main Street, Suite 200
Cambridge, Massachusetts 02139
Attention: Assistant Treasurer-Director of
Real Estate

(3) if directed to CASPAR, addressed to it:

CASPAR, Inc.
245 Beacon Street
Somerville, Massachusetts
Attention: Executive Director

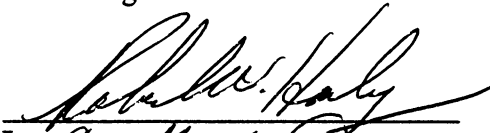
(g) Nothing in this Agreement, express or implied, is intended to confer upon any person other than the parties hereto, and their successors and assigns, any rights or remedies under or by reason of this Agreement.

(h) Time is of the essence of this Agreement, and the parties hereto shall diligently, promptly and punctually perform the obligations required to be performed by each of them and shall diligently, promptly and punctually attempt to fulfill the conditions applicable to each of them.

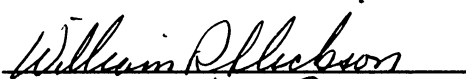
(i) To the extent that any of the provisions of this Agreement, as they relate only to the CASPAR Facility, conflict with or are inconsistent with the Light Manufacturing Incentive Zone Agreement, dated March 12, 1992, between the City and the Institute, the provisions of this Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the day and year first above written.

City of Cambridge

By: 
Its City Manager
Hereunto duly authorized

Massachusetts Institute of Technology

By: 
Its SENIOR VICE PRESIDENT
Hereunto duly authorized

CASPAR, Inc.

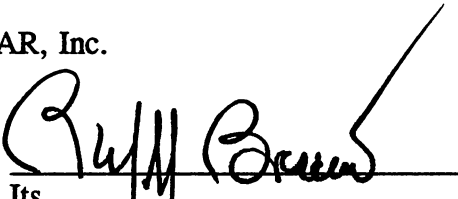
By: 
Its
Hereunto duly authorized

EXHIBIT A

LEGAL DESCRIPTION AMHERST STREET PARCEL

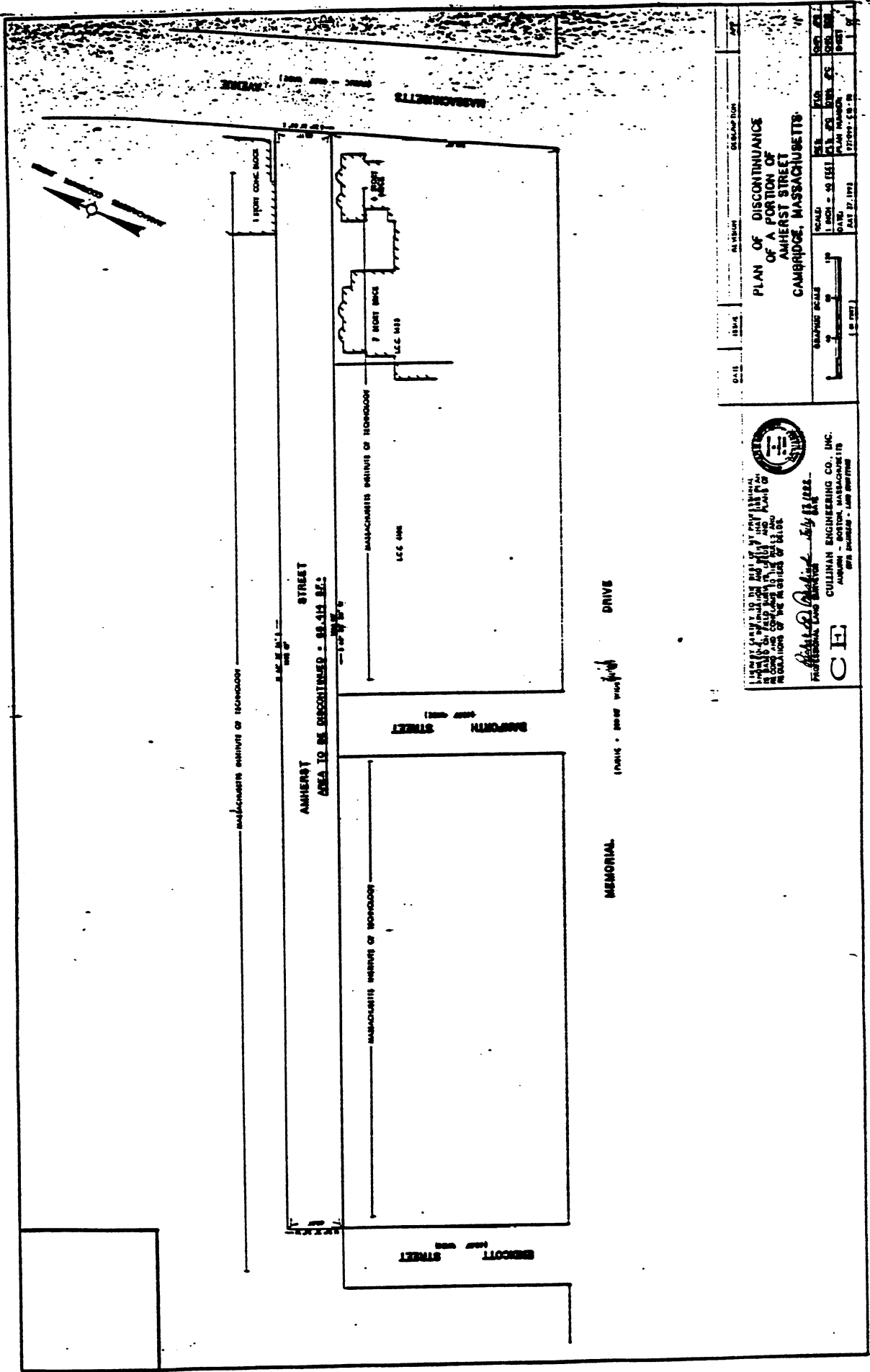
A certain parcel of land in Cambridge, Massachusetts shown on a plan entitled "Plan of Discontinuance of a Portion of Amherst Street, Cambridge, Massachusetts" dated July 27, 1992 by Cullinan Engineering, Inc., more fully described as follows:


Beginning at the intersection of the easterly line of Endicott Street and the Southerly line of Amherst Street thence running N 24° 31' 34" W, 60.00 feet to land now or formerly of Massachusetts Institute of Technology (MIT); thence turning and running N 65° 28' 36" E by said MIT land, 1,092.47 feet to the westerly line of Massachusetts Avenue; thence turning and running S 20° 16' 06" E by the westerly line of Massachusetts Avenue, 60.17 feet to other land now or formerly of MIT; thence turning and running S 65° 28' 26" W by land now or formerly of MIT and by the northerly line of a 60.00 foot way known as Danforth street, 1,088.00 feet to the point of beginning.

Containing 65,414 square feet of land, more or less.

EXHIBIT B

AMHERST STREET PLAN





 I HEREBY CERTIFY THAT I AM A PROFESSIONAL ENGINEER IN THE STATE OF MASSACHUSETTS AND THAT I AM THE AUTHOR OF THE PLAN OF DISCONTINUANCE OF A PORTION OF AMHERST STREET IN THE CITY OF CAMBRIDGE, MASSACHUSETTS.

 Date: *July 11, 1972*

C E

 CULLINAN ENGINEERING CO., INC.

 AUGUST - BOSTON, MASSACHUSETTS

 617-262-1100 - 1000 STATE STREET

DATE	1972	REVISION	DISCONTINUED
PLAN OF DISCONTINUANCE OF A PORTION OF AMHERST STREET CAMBRIDGE, MASSACHUSETTS			
SCALE	1" = 20'	DATE	JULY 11, 1972
PROJECT	PLAN NUMBER	DATE	JULY 27, 1972
SCALE	1" = 20'	DATE	JULY 11, 1972
PROJECT	PLAN NUMBER	DATE	JULY 27, 1972

EXHIBIT C

LEGAL DESCRIPTION CARLETON STREET PARCELS

Two parcels of land in Cambridge, Middlesex County, Massachusetts more fully described as follows:

PARCEL 1

A certain parcel of land in Cambridge, Massachusetts shown as the "Area to be Discontinued" on a plan entitled "Plan of Discontinuance of a portion of Carleton Street, Cambridge, Massachusetts" dated July 15, 1992, by Cullinan Engineering, Inc., more fully described as follows:

Beginning at the tangent point of a curve of 25 foot radius on the northerly line of Amherst Street, thence running 26.16 feet along said curve by land now or formerly of Massachusetts Institute of Technology (MIT) to its other tangent point in the westerly line of Carleton Street; thence running N 05° 30' 53" E by said MIT land and by the easterly line of Deacon Street, 487.76 feet to the intersection of the westerly line of Carleton Street and the northerly line of Deacon Street; thence turning and running S 84° 29' 07" E by other land now or formerly of MIT and by the second parcel hereunder, 50.00 feet to other land now or formerly of MIT; thence turning and running S 05° 30' 53" W by said other MIT land and by land now or formerly of Research Institute for Medicine and Chemistry, Inc. (RIMCI), 447.66 feet to the tangent point of a curve of 15 foot radius; thence running along said curve by said RIMCI land, 31.43 feet to its other tangent point in the northerly line of Amherst Street; thence turning and running S 65° 28' 26" W by the northerly line of Amherst Street, 98.18 feet to the point of beginning.

Containing 24,574 square feet of land, more or less.

PARCEL 2

A certain parcel of land in Cambridge, Massachusetts shown as the "Area to be Discontinued" on a plan entitled "Plan of Discontinuance of a Portion of Carleton Street, Cambridge, Massachusetts" dated May 14, 1992, by Cullinan Engineering, Inc., more fully described as follows:

Beginning at a point at the intersection of the northerly line of Deacon Street and the easterly line of the 40 foot wide portion of Carleton Street, thence running N 84° 29' 07" W along the extension of the northerly line of Deacon Street, 40.00 feet to the southeast corner of land now or formerly of Massachusetts Institute of Technology; thence turning and running N 05° 30' 53" E by said MIT land, land now or formerly of F&T Corporation and Deacon Court, 87.00 feet to its intersection with the northerly line of Deacon Court; thence turning and running S 84° 29' 07" E by that portion of Carleton Street shown as "Change of Use of a Portion of Carleton Street, Ref. Cambridge Redevelopment Authority Date: March 1, 1985" on said plan: 40.00 feet to land now or formerly of MIT; thence turning and running S 05° 30' 53" W by said MIT land, 87.00 feet to the point of beginning.

Containing 3,480 square feet of land, more or less.

CARLETON STREET PLAN

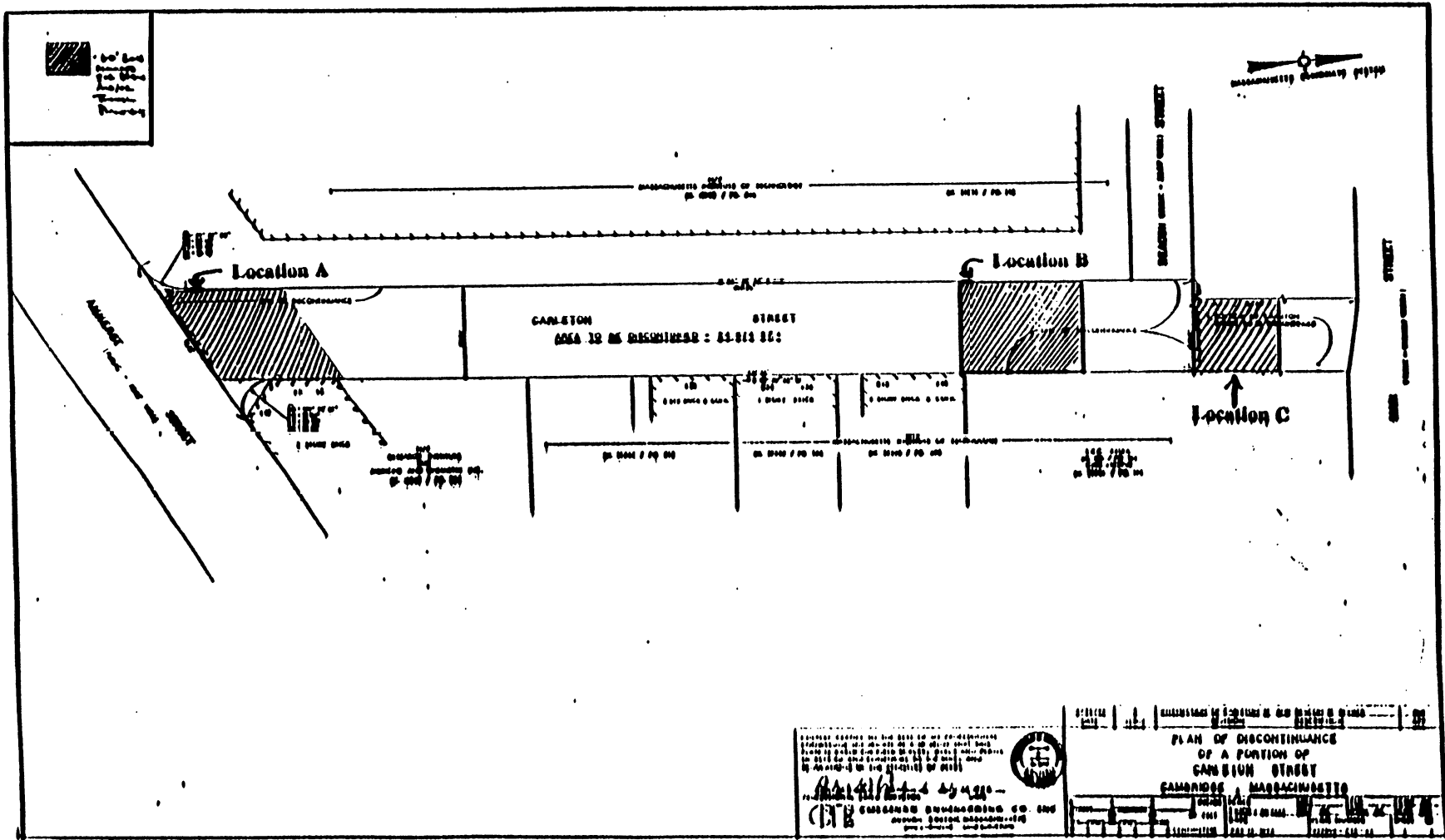


EXHIBIT E

LEGAL DESCRIPTION HAYWARD STREET PARCEL

A certain parcel of land in Cambridge, Massachusetts shown on a plan entitled "Plan of Discontinuance of Hayward Street, Cambridge, Massachusetts" dated July 20, 1992 by Cullinan Engineering, Inc., more fully described as follows:

Beginning at the tangent point of a curve of 25 foot radius on the northerly line of Amherst Street, thence running 26.16 feet along said curve by land now or formerly of Massachusetts Institute of Technology (MIT) to its other tangent point in the westerly line of Hayward Street; thence running N 05° 30' 53" E by said MIT land, 494.85 feet to the southerly line of Main Street; thence turning and running S 83° 10' 47" E by the southerly line of Main Street, 40.01 feet to other land now or formerly of MIT; thence turning and running S 05° 30' 53" W by said MIT land, 459.23 feet to the tangent point on a curve of 15 foot radius; thence running 31.43 feet along said curve by said MIT land to its other tangent point in the northerly line of Amherst Street; thence turning and running S 65° 28' 26" W by the northerly line of Amherst Street, 86.63 feet to the point of beginning.

Containing 20,078 square feet, more or less.

HAYWARD STREET PLAN

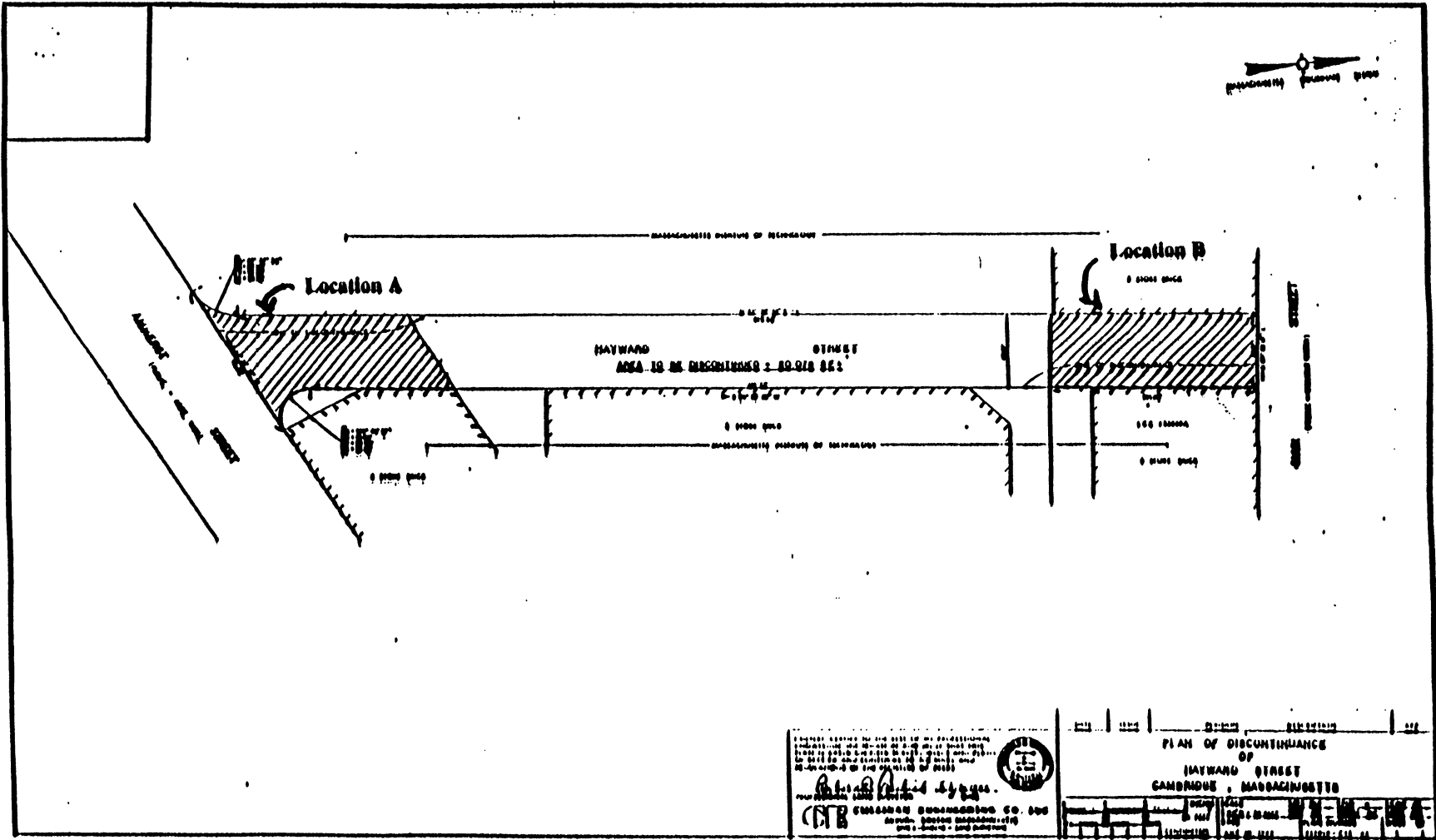


EXHIBIT G

LEGAL DESCRIPTION VASSAR STREET PARCELS

Two parcels of land in Cambridge, Middlesex County, Massachusetts more fully described as follows:

PARCEL 1

A parcel of land in Cambridge, Massachusetts shown as Parcel 1 on a plan entitled "Plan of Discontinuance of a Portion of Vassar Street, Cambridge, Massachusetts" dated July 28, 1992, by Cullinan Engineering, Inc. to be recorded herewith, more fully described as follows:

Beginning at a point near the southeast corner of land now or formerly of Jack W. Rizika thence running N 56° 08' 32" E by land now or formerly of said Jack W. Rizika, Massachusetts Institute of Technology (MIT) and said Jack W. Rizika as Trustee, 3,020.74 feet to the southwesterly line of Massachusetts Avenue; thence turning and running S 51° 31' 43" E by said southwesterly line of Massachusetts Avenue, 16.79 feet; thence turning and running S 56° 08' 32" W by the new northerly line of Vassar Street, 3,029.72 feet; thence turning and running N 20° 12' 34" W by Vassar Street, 16.46 feet to the point of beginning.

Containing 48,404 square feet of land, more or less.

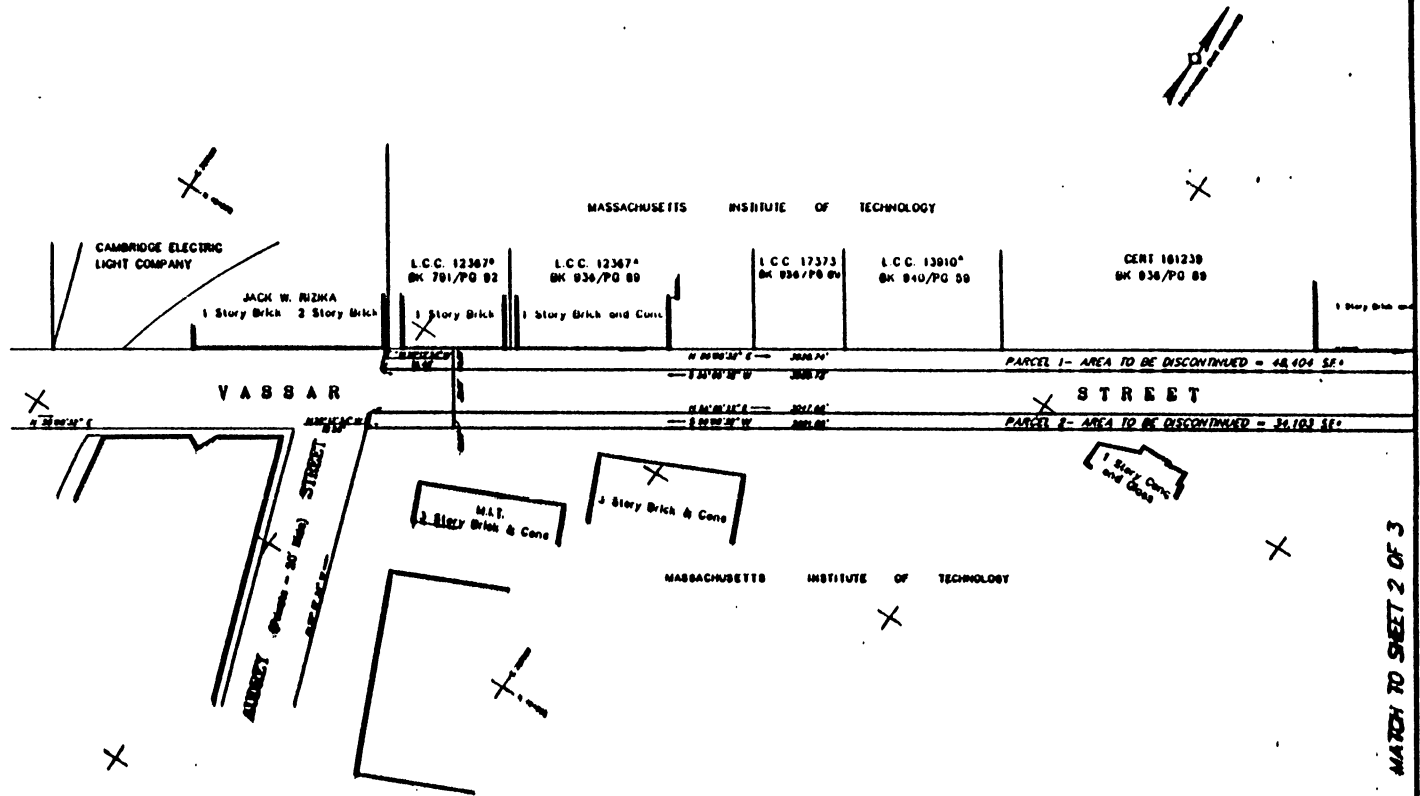
PARCEL 2

A parcel of land in Cambridge, Massachusetts shown as Parcel 2 on said plan, more fully described as follows:

Beginning at a point 12.35 feet N 20° 12' 34" W from the intersection of the southerly line of Vassar Street and the easterly line of Audrey Street thence running N 56° 08' 32" E by the new southerly line of Vassar Street, 3,047.68 feet to the southwesterly line of Massachusetts Avenue; thence turning and running S 51° 31' 43" E by said southwesterly line of Massachusetts Avenue, 2.10 feet to land now or formerly of MIT; thence turning and running S 56° 08' 32" W by said MIT land, 248.54 feet; thence turning and running S 24° 31' 34" E by said MIT land, 10.13 feet; thence turning and running S 56° 08' 32" W by said MIT land, 2,801.05 feet to the intersection of Vassar Street and Audrey Street; thence turning and running N 20° 12' 34" W by Vassar Street, 12.35 feet to the point of beginning.

Containing 34,103 square feet of land, more or less.

FOR REGENCY USE ONLY



VASSAR STREET PLANS

EXHIBIT H-1

MATCH TO SHEET 2 OF 3

I HEREBY CERTIFY TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF THAT THE PLAN IS BASED ON FIELD SURVEY, RECORDS AND PLANS OF RECORD AND CONFORMS TO THE BEST OF MY INFORMATION OF THE RECORDS OF RECORDS.

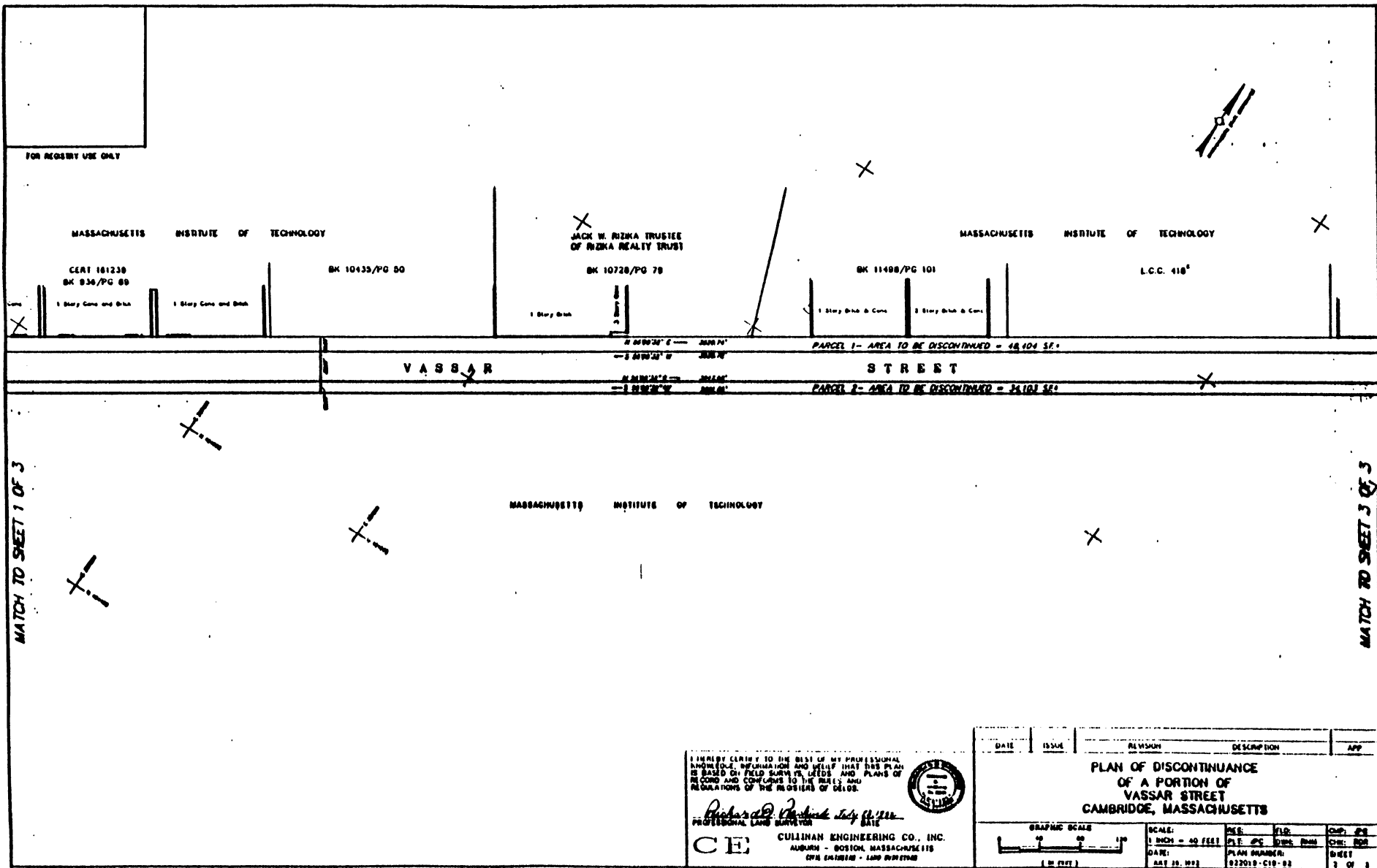
Richard D. Pichard, July 28, 1988
PROFESSIONAL LAND SURVEYOR

C.E.I. GUILJIAN ENGINEERING CO., INC.
ALBANY - BOSTON, MASSACHUSETTS
CIVIL ENGINEER - LAND SURVEYOR

DATE	ISSUE	REVISION	DESCRIPTION	APP.

**PLAN OF DISCONTINUANCE
OF A PORTION OF
VASSAR STREET
CAMBRIDGE, MASSACHUSETTS**

GRAPHIC SCALE	SCALE:	DATE:	DATE:	DATE:
	1" = 100'	JUL 28 1988	JUL 28 1988	JUL 28 1988
			121048 010-88	1 OF 3



I HEREBY CLAIM TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF THAT THIS PLAN IS BASED ON FIELD SURVEYS, DEEDS AND PLANS OF RECORD AND CONFORMS TO THE RULES AND REGULATIONS OF THE BOARD OF DEEDS.

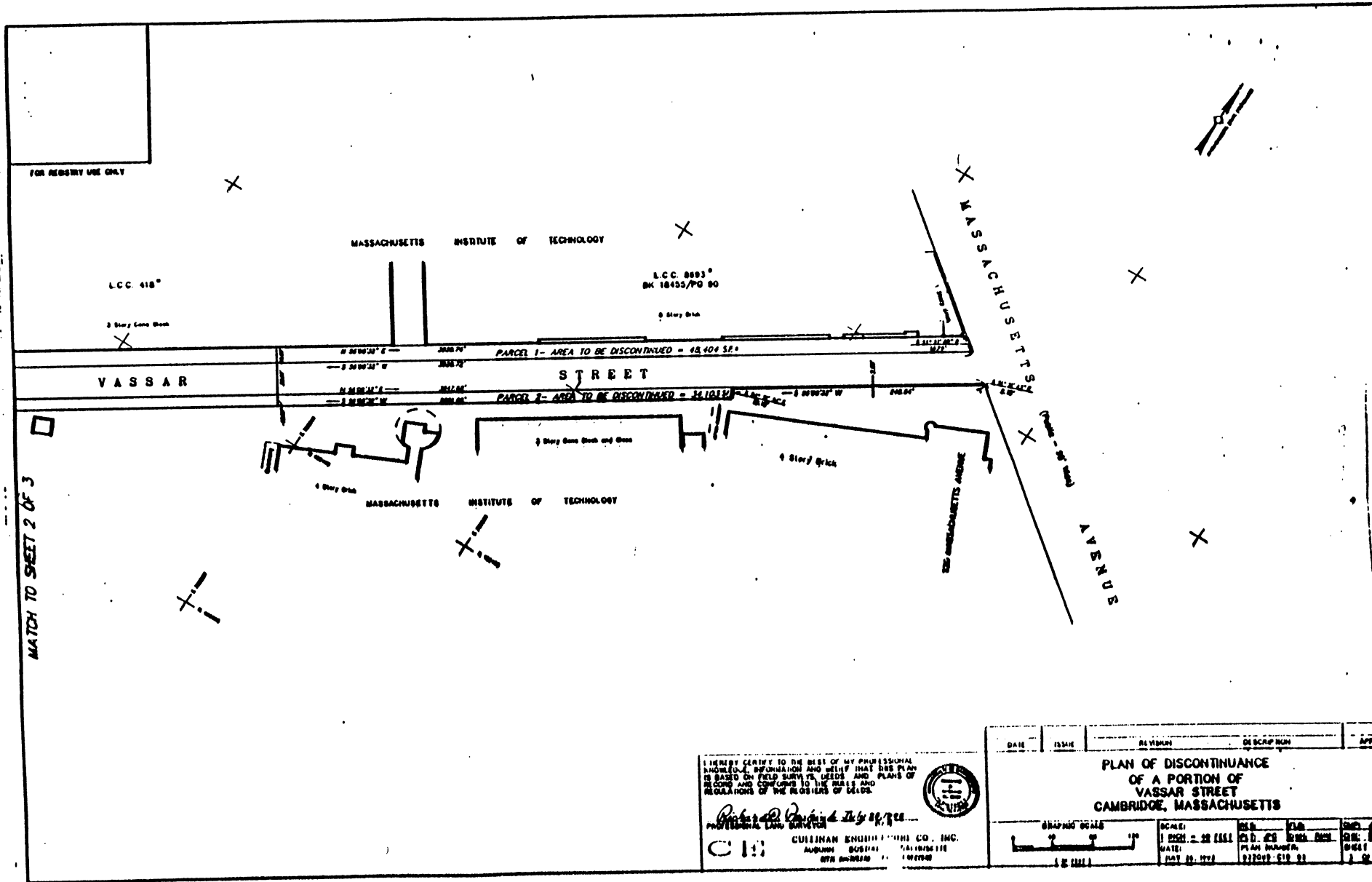
Richard D. Cullinan
PROFESSIONAL LAND SURVEYOR

CE CULLINAN ENGINEERING CO., INC.
ALBURN - BOSTON, MASSACHUSETTS
CIVIL ENGINEER - LAND SURVEYOR



DATE	ISSUE	REVISION	DESCRIPTION	APP
			PLAN OF DISCONTINUANCE OF A PORTION OF VASSAR STREET CAMBRIDGE, MASSACHUSETTS	
GRAPHIC SCALE 0 50 100 (IN FEET)		SCALE: 1 INCH = 40 FEET	DES. BY: P.L.C.	CHKD. BY: R.M.H.
		DATE: MAY 20, 1972	PLAN NUMBER: 922019-C18-02	SHEET 3 OF 3

VASSAR STREET PLANS



FOR REGISTRY USE ONLY

L.C.C. 418

MASSACHUSETTS INSTITUTE OF TECHNOLOGY

L.C.C. 8893
BK 18455/PG 80

VASSAR

STREET

MASSACHUSETTS

SUNNY

PARCEL 1 - AREA TO BE DISCONTINUED = 48,404 SQ. FT.

PARCEL 2 - AREA TO BE DISCONTINUED = 34,101 SQ. FT.

MASSACHUSETTS INSTITUTE OF TECHNOLOGY

MATCH TO SHEET 2 OF 3

I HEREBY CERTIFY TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF THAT THIS PLAN IS BASED ON FIELD SURVEY, RECORDS AND PLANS OF RECORD AND CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS.



Richard D. ...
PROFESSIONAL LAND SURVEYOR
CEI
CUTLER ENGINEERING CO., INC.
ANDREWS SQUARE CAMBRIDGE, MASSACHUSETTS
27th Avenue Boston, Massachusetts 02116

DATE	ISSUE	REVISION	DESCRIPTION	APP.
PLAN OF DISCONTINUANCE OF A PORTION OF VASSAR STREET CAMBRIDGE, MASSACHUSETTS				
SCALE: 1 INCH = 20 FEET		DRG. C.D. 23	CHK. D.M. 23	APP. D.M. 23
DATE: MAY 29, 1978		PLAN NUMBER: 822019-010-01		REV. J. 2

AGREEMENT

This agreement is by and among the City of Cambridge, a municipal corporation (the "City") with an address at City Hall, 795 Massachusetts Avenue, Cambridge, Massachusetts, Massachusetts Institute of Technology, a Massachusetts educational corporation (the "Institute") with a business address at 77 Massachusetts Avenue, Cambridge, Massachusetts, and CASPAR, Inc., a Massachusetts non-profit corporation, with a business address at 245 Beacon Street, Somerville, Massachusetts.

1. DEFINED TERMS

For purposes of this Agreement, the terms listed below shall have the following meanings.

(a) Amherst Street Deed - A deed to be prepared in accordance with the terms and conditions of this Agreement, by which the City conveys to the Institute the Amherst Street Parcel, subject to the provisions of Section 5 of this Agreement, and subject to the (i) Development Restrictions, and (ii) the restrictions that the Amherst Street Parcel would be used by the Institute for purposes of providing pedestrian and vehicular traffic and circulation, which may include improvements to enhance the amenity level of the area (trees, lighting, sidewalks and the like), and constructing, installing, using and maintaining underground utilities and installations.

(b) Amherst Street Parcel - The parcel described in Exhibit A, attached hereto, and shown on the plan, attached hereto as Exhibit B.

(c) Carleton Street Easements - An instrument to be prepared by the parties in accordance with the provisions of this Agreement with respect to the Carleton Street Parcels by which the Institute is granted perpetual rights and easements to (i) construct, install, use and maintain two bridges, two tunnels, or one bridge and one tunnel on the Carleton Street Parcels (the bridges and tunnels shall be located either in Location A or Location B, as shown on the Carleton Street Plan, provided that the Institute shall have the right, upon the giving of notice to the City, to shift Location A and Location B to other locations (identical in area) on the Carleton Street Parcels, and to record with the Middlesex South District Registry of Deeds an amendment to the Carleton Street Easements containing the new placement of Location A or Location B); (ii) construct, install, use and maintain on Parcel 2 as set forth on Exhibit C (Parcel 2 is also approximately shown as Location C on the Carleton Street Plan) a landscaped plaza with improvements such as benches, lighting, landscaping and similar amenities; (iii) construct, install, use and maintain a pedestrian walkway and improvements to enhance the amenity level of the walkway (trees, lighting and the like); and (iv) to construct, install, use and maintain underground utilities and installations. Upon completion of construction or installation of any bridge or tunnel, described in clause (i), the Institute will deliver to the City Manager for review an "as-built" description, certified by a registered engineer or land surveyor, showing the exact dimensions and location of the

constructed bridge or tunnel, and within thirty (30) days thereafter the Institute shall record with the Middlesex South District Registry of Deeds an amendment to the Carleton Street Easements containing that "as-built" description of the exact dimensions and locations of the constructed bridge or tunnel, and that "as-built" description shall replace and supersede the original description of such easement area.

(d) Carleton Street Lease - A lease to be prepared by the parties in accordance with this Agreement, by which the City leases the Carleton Street Parcels to the Institute for a term of twenty years from the effective date of the Carleton Street Lease, renewable at the sole option of the Institute for an additional term of twenty years. The Carleton Street Lease will provide for rent payable at the rate of one dollar per year, shall otherwise be absolutely net to the City, shall be subject to the Development Restrictions.

(e) Carleton Street Parcels - The parcels described on **Exhibit C**, attached hereto.

(f) Carleton Street Plan - The plan of the Carleton Street Parcels, attached as **Exhibit D**.

(g) CASPAR Facility - The CASPAR Improvements and the CASPAR Lot.

(h) CASPAR Improvements - A building and improvements to be developed on the CASPAR Lot in accordance with plans and specifications to be prepared, in consultation with the City and CASPAR, by the Institute's designer and constructed by the Institute's contractor. The design of the CASPAR Improvements will be developed consistently with the following programmatic description of the CASPAR Improvements:

The total space of the CASPAR building shall be approximately 12,000 square feet of gross space on contiguous floors. The building shall be a maximum of three (3) floors and a minimum of one (1) floor. The building shall have two (2) ground floor accesses. The building shall include sufficient space for:

- sleeping capacity for 55 persons with separate areas for men and women;
- shower and bathroom facilities for men and women, including a toilet with easy access from the street;
- laundry facilities;
- administrative offices for director and staff;
- at least three private rooms for intake and counseling;
- at least one medical examination room;

- dining room for 50-75 persons;
- food preparation and storage area;
- multi-purpose room for group activities; and
- storage areas for linens, clothing and equipment.

(i) CASPAR Lease - A lease to be prepared in accordance with this Agreement by which the Institute agrees to create the CASPAR Lot; design and construct the CASPAR Improvements; and lease the CASPAR Facility to CASPAR under a lease with CASPAR or a Qualified Successor Organization for a term of twenty years from the effective date of the CASPAR Lease, renewable at the sole option of the tenant for a second twenty year term, or if CASPAR elects not to renew, the City shall have the right to renew the CASPAR Lease, provided it agrees to assume all of the obligations and accept all of the rights as tenant under the CASPAR Lease, upon the same terms and conditions as if the CASPAR Lease had been terminated and the City had succeeded to the interest of CASPAR under the provisions of Section 7. The CASPAR Lease will provide for rent payable at the rate of one dollar per year, and shall otherwise be absolutely net to the Institute.

(j) CASPAR Lot - A portion of the parcel of land at 240 Albany Street, Cambridge, Massachusetts (Assessor's Map 54, Lot 7) whose exact dimensions will be established based upon the site plan to be developed for the CASPAR Facility. The CASPAR Lot will contain sufficient area to accommodate the CASPAR Improvements and required parking in accordance with applicable local zoning requirements.

(k) City Conveyances - All of the obligations of the City to grant, convey, transfer, execute and deliver to the Institute the Amherst Street Deed, the Hayward Street Easements, the Hayward Street Lease, the Carleton Street Easements, the Carleton Street Lease, the Vassar Street Lease and the Vassar Street Easements.

(l) City Obligations - All of the obligations of the City under this Agreement, including the City Conveyances.

(m) Development Restrictions - The restrictions to be imposed upon the Institute in those instruments specified herein by which the Institute agrees (i) that the square foot area of the parcel conveyed, transferred or leased, as the case may be, to the Institute would not be used or available for use by the Institute for inclusion in the calculation of any floor area ratio requirements for any site under the City of Cambridge Zoning Ordinance, and (ii) not to erect any buildings on the parcel in question, except that the Development Restrictions shall not affect the rights of the Institute to construct and install bridges or tunnels as provided in this Agreement.

(n) Hayward Street Easements - An instrument to be prepared in accordance with the provisions of this Agreement with respect to the Hayward Street Parcel by which the Institute is granted perpetual rights and easements to (i) construct, install, use

and maintain on the Hayward Street Parcel either a bridge or a tunnel (the bridge or tunnel shall be located in either Location A or Location B, as shown on the Hayward Street Plan, provided that the Institute shall have the right, upon the giving of notice to the City, to shift Location A and Location B to other locations (identical in area) on the Hayward Street Parcel, and to record with the Middlesex South District Registry of Deeds an amendment to the Hayward Street Easements containing the new placement of Location A or Location B); (ii) construct, install, use and maintain a pedestrian walkway and other improvements to enhance the amenity level of the walkway (trees, lighting and the like) and (iii) construct, install, use and maintain underground utilities and installations. Upon completion of construction or installation of any bridge or tunnel, described in clause (i), the Institute will deliver to the City Manager for review an "as-built" description, certified by a registered engineer or land surveyor, showing the exact dimensions and location of the constructed bridge or tunnel, and within thirty (30) days thereafter the Institute shall record with the Middlesex South District Registry of Deeds an amendment to the Hayward Street Easements containing that "as-built" description of the exact dimensions and locations of the constructed bridge or tunnel, and that "as-built" description shall replace and supersede the original description of such easement area.

(o) Hayward Street Lease - A lease to be prepared by the parties in accordance with this Agreement, by which the City leases to the Institute the Hayward Street Parcel for a term of twenty years from the effective date of the Hayward Street Lease, renewable at the sole option of the Institute for an additional term of twenty years. The Hayward Street Lease will provide for rent payable at the rate of one dollar per year, shall otherwise be absolutely net to the City, and shall be subject to the Development Restrictions.

(p) Hayward Street Parcel - The parcel described in Exhibit E, attached hereto.

(q) Hayward Street Plan - The plan of the Hayward Street Parcel, attached hereto as Exhibit F.

(r) Institute's Obligations - All of the obligations of the Institute hereunder, including, without limitation, the design, construction and leasing of the CASPAR Facility.

(s) Qualified Successor Organization - An entity designated by the City, which may include an agency of the City, as a successor to the interest of CASPAR under the CASPAR Lease whose sole activity at the CASPAR Facility is providing health services for homeless drug and alcohol users of Cambridge or Somerville in a manner substantially the same as CASPAR, or an alternate user of the CASPAR Facility approved pursuant to Section 7.

(t) Street Discontinuances - All necessary action taken by the City in accordance with all applicable state and local laws and ordinances to discontinue the Hayward Street Parcel, the Amherst Street Parcel, the Vassar Street Parcels and Carleton Street Parcels as public ways.

(u) Vassar Street Easements - An instrument to be prepared in accordance with the provisions of this Agreement with respect to the Vassar Street Parcels by which the Institute is granted, upon the occurrence of a Triggering Event (described in the Vassar Street Lease definition), perpetual rights and easements to (i) construct, install, use and maintain sidewalks, landscaping, a bicycle path and other improvements to enhance the amenity level of the area (trees, lighting and the like); and (ii) construct, install, use and maintain underground utilities and installations.

(v) Vassar Street Lease - A lease to be prepared by the parties in accordance with this Agreement by which the City leases to the Institute the Vassar Street Parcels, for a term of twenty years from the effective date of the Vassar Street Lease, renewable by the Institute for an additional term of twenty years. The Vassar Street Lease will provide for rent payable at the rate of one dollar per year, shall otherwise be absolutely net to the City, and shall be subject to the Development Restrictions. The Vassar Street Lease shall also provide that the City shall grant to the Institute the Vassar Street Easements (which shall be approved and executed by the City simultaneously with the other City Conveyances and held in escrow for delivery to the Institute at such time (a "Triggering Event") when (i) the Institute shall have granted to the City an easement for the construction and installation by the City of the Waverly Street connector, or (ii) the first twenty years of the term of the Vassar Street Lease shall have expired, whichever occurs sooner). The Institute hereby restates and reaffirms its continuing commitment and obligation to the City set forth in a memorandum, dated January 11, 1988, that the Institute shall, upon the request of the City in conjunction with the City's undertaking of the Cambridgeport Roadway Improvement Plan and construction of the Waverly Street connector, convey to the City an easement to enable the City to construct the Waverly Street connector. The land included in this easement area is over 75,000 square feet in area, and involves the demolition of an existing building at 38 Henry Street (currently leased to Polaroid).

(w) Vassar Street Parcels - The parcels described on Exhibit G, attached hereto, and shown on the plans attached hereto as Exhibits H-1, H-2 and H-3.

2. DEFINITIVE AGREEMENTS

Promptly following the execution of this Agreement, the parties will prepare a definitive agreement (the "Definitive Agreement") with respect to the matters set forth herein, including definitive leases, easements and other instruments of conveyance ("Definitive Instruments") and other documents necessary to consummate this transaction, consistent in all material respects with the provisions of this Agreement. The Definitive Instruments shall be incorporated into the Definitive Agreement, and shall be executed and delivered at the Closing. The Definitive Instruments shall contain all necessary protective provisions by which the tenants under the respective leases, and the grantee under the respective easements, agree to indemnify, defend, and hold harmless the landlord and grantor, respectively, from and against loss, damage or other liability resulting from activities occurring on the leased premises or easement areas, respectively, to the extent permitted by applicable law. The leases and easements of the Vassar Street Parcels and the Hayward Street Parcel will contain appropriate provisions recognizing rights of the public for pedestrian access and, in the case of the Vassar Street Parcels,

continuation of the rights of ingress and egress to Vassar Street of abutting property owners; the lease and easements of the Carleton Street Parcels will contain appropriate provisions recognizing the rights of the public for pedestrian and vehicular access and continuation of rights of ingress and egress of abutting property owners; and the deed of the Amherst Street Parcel will contain appropriate provisions recognizing rights of the public for pedestrian and vehicular access. The CASPAR Lease shall provide that no amendment to the CASPAR Lease materially affecting the rights of the tenant shall be effective without the prior approval of the City.

3. EXCHANGE

The City and the Institute agree that at the Closing of this transaction (the "Closing"), as provided in Section 4, the City will grant, convey and transfer the City Conveyances to the Institute and perform the City's Obligations, and that the Institute will perform the Institute's Obligations, each subject to and in accordance with the provisions of this Agreement, and subject to and in accordance with the Definitive Agreement.

4. TIME OF CONVEYANCES

The Closing shall take place on such date as may be agreed upon by the parties at the offices of Palmer & Dodge, One Beacon Street, Boston, Massachusetts, 23rd floor at 10:30 a.m., but in no event shall the Closing be more than sixty (60) days from the date hereof. If the sixtieth day falls on a weekend or legal holiday, the Closing shall take place on the next following business day.

5. TITLE AND INSTRUMENTS OF CONVEYANCE

(a) The conveyance of the Amherst Street Parcel, the easements with respect to the Carleton Street Parcels, the Hayward Street Parcel and the Vassar Street Parcels, and the leases of the Carleton Street Parcels, the Hayward Street Parcel and the Vassar Street Parcels shall be by instruments conveying good and clear record and marketable title or leasehold interest, as the case may be, subject to and with the benefit of all conditions, covenants and restrictions set forth herein, and such other conditions, covenants and restrictions of record as do not materially adversely interfere with the use of respective parcels as contemplated by this Agreement.

(b) The Lease of the CASPAR Facility shall be by instrument conveying a good and clear record and marketable leasehold interest, subject to and with the benefit of all conditions, covenants, and restrictions set forth herein, and such other conditions, covenants and restrictions of record as do not materially adversely interfere with the use of the CASPAR Facility for purposes contemplated by this Agreement.

6. CONDITIONS PRECEDENT TO CLOSING

(a) The Institute, as a condition precedent to the Closing, will furnish to the City evidence reasonably satisfactory to the City, that the Institute has taken all necessary corporate action to authorize the execution and delivery of the CASPAR Lease, to undertake the Institute's Obligations under this Agreement, and to authorize a specific

representative or representatives of the Institute to execute and deliver such instruments and other documents and to take such actions as are necessary or desirable to implement this Agreement.

(b) The City, as a condition precedent to the Closing, will furnish to the Institute evidence reasonably satisfactory to the Institute, that the City, acting through its City Council and its City Manager, has taken all necessary municipal action under state and local laws and ordinances to make the Street Discontinuances and the City Conveyances, to undertake the City's Obligations under this Agreement, and to authorize the City Manager to execute and deliver such instruments and other documents and to take such actions as are necessary or desirable to implement this Agreement.

7. EARLY TERMINATION OF CASPAR LEASE

If CASPAR or the Institute terminates the CASPAR Lease for any reason, except as provided in Sections 8 and 9, prior to the expiration of the term of the CASPAR Lease, the Institute will promptly notify the City of such termination and thereupon the City shall, and hereby agrees to, assume all of the obligations, and accept all of the rights of CASPAR, as tenant, under the CASPAR Lease for a period, as provided below, not to exceed 180 days. During that 180 day period, the City shall have the right to designate a Qualified Successor Organization as a substitute tenant for the unexpired term of the CASPAR Lease. If during this 180 day period, the City identifies an alternate use for the CASPAR Facility, other than that allowed as a Qualified Successor Organization, the Institute agrees to engage in discussions with the City concerning the appropriateness of the proposed alternate use for the CASPAR Facility. If both parties agree to such alternate use for the CASPAR Facility, any such alternate use would be deemed, for all purposes under this Agreement, to be a Qualified Successor Organization. Upon such designation and agreement by the Qualified Successor Organization to accept an assignment of the CASPAR Lease, the Institute and the Qualified Successor Organization shall enter into an assignment of the CASPAR Lease. If the City does not designate, within that 180 day period, a Qualified Successor Organization, the CASPAR Lease shall automatically terminate and the City may thereafter elect to recover from the Institute compensation ("Termination Compensation") on account of the early lease termination. Termination Compensation shall be an amount equal to the appraised value of the City Conveyances, as has been determined under M.G.L. c.30B, §16(b), multiplied by a fraction the numerator of which is the number of months remaining in the lease term of the CASPAR Lease at the time of the City's election, and the denominator of which is 480.

8. INSTITUTE'S DEFAULT

If the Institute fails to construct the CASPAR Improvements and to deliver the CASPAR Facility in accordance with the obligations of this Agreement and in accordance with the CASPAR Lease, and the CASPAR Lease is terminated by reason of such failure, then the City shall have the right to rescind all of the City Conveyances and to terminate all of the rights of the Institute thereunder. If the Institute fails to comply with any other of its obligations under the CASPAR Lease, CASPAR (or its successor) shall be entitled to recover from the Institute, compensation in proportion to the loss of benefits suffered by CASPAR (or its successor).

9. CITY'S DEFAULT

If the Institute is unable to construct one or more of the bridges or tunnels, as contemplated by this Agreement, by reason of the adoption of any ordinance, code or other regulation or the denial of any permit or approval by the City, then the Institute shall have the right to reduce the term of the CASPAR Lease in proportion to the loss of benefits suffered by the Institute (i.e., if the Institute, having already constructed two tunnels, were denied by the City the right to construct a third tunnel, the Institute would have the right to reduce the term of the CASPAR Lease by one-third from 480 months to 320 months).

10. CONSTRUCTION OF CASPAR IMPROVEMENTS

The Institute, CASPAR and the City, immediately following the execution of this Agreement, shall undertake and diligently proceed with the programming, design and public approvals for the CASPAR Facility. The Institute shall use best efforts to complete construction of the CASPAR Improvements and to deliver the CASPAR Facility within 15 months of receiving the building permit for the project, subject to extension for events beyond the Institute's control.

11. MISCELLANEOUS

(a) In the implementation of this Agreement, the Institute shall consult with the City of Cambridge Traffic Department concerning the disposition of parking spaces on or along the Vassar Street Parcels, the Amherst Street Parcel, the Carleton Street Parcels and the Hayward Street Parcel which will be displaced, to the end that such spaces are returned to the City's parking space bank in accordance with the provisions of Section 10.16.070 of the Cambridge Municipal Code.

(b) The City Conveyances shall be made reserving to the City all rights that the City reasonably requires with respect to the use and maintenance of existing utilities installed in the Amherst Street Parcel, the Carleton Street Parcels, the Hayward Street Parcel and the Vassar Street Parcels.

(c) This Agreement shall be governed by, construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

(d) Whenever in this Agreement, or in the Definitive Agreement the consent or approval of either party is required, such consent shall not be unreasonably withheld, delayed or qualified and shall be in writing signed by a duly authorized officer or agent of the party granting the consent or giving the approval. Any written notice, consent, approval, or authorization received by the Institute from the City Manager of the City or the designee of the City Manager may be relied upon as authorized to be given hereunder. Any written notice, consent, approval or authorization received by the City from the Assistant Treasurer-Director of Real Estate of the Institute may be relied upon as authorized to be given hereunder, under the Definitive Agreement and the Definitive Instruments.

(e) No assent, express or implied, by either party to any breach of or default in any term, covenant or condition herein contained on the part of the other to be performed or observed shall constitute a waiver of or assent to any succeeding breach of or default in the same or any other term, covenant or condition hereof.

(f) All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms hereof, shall be in writing, and shall be deemed to have been properly given if delivered by hand or sent by registered or certified United States mail, postage prepaid, return receipt requested, and

(1) if directed to the City, addressed to it:

City Manager
City Hall
795 Massachusetts Avenue
Cambridge, Massachusetts 02139

(2) if directed to the Institute addressed to it:

Massachusetts Institute of Technology
238 Main Street, Suite 200
Cambridge, Massachusetts 02139
Attention: Assistant Treasurer-Director of
Real Estate

(3) if directed to CASPAR, addressed to it:

CASPAR, Inc.
245 Beacon Street
Somerville, Massachusetts
Attention: Executive Director

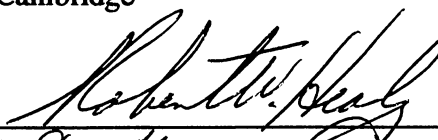
(g) Nothing in this Agreement, express or implied, is intended to confer upon any person other than the parties hereto, and their successors and assigns, any rights or remedies under or by reason of this Agreement.

(h) Time is of the essence of this Agreement, and the parties hereto shall diligently, promptly and punctually perform the obligations required to be performed by each of them and shall diligently, promptly and punctually attempt to fulfill the conditions applicable to each of them.


(i) To the extent that any of the provisions of this Agreement, as they relate only to the CASPAR Facility, conflict with or are inconsistent with the Light Manufacturing Incentive Zone Agreement, dated March 12, 1992, between the City and the Institute, the provisions of this Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the day and year first above written.

City of Cambridge

By: 
Its CITY MANAGER
Hereunto duly authorized

Massachusetts Institute of Technology

By: 
Its SENIOR VICE PRESIDENT
Hereunto duly authorized

CASPAR, Inc.

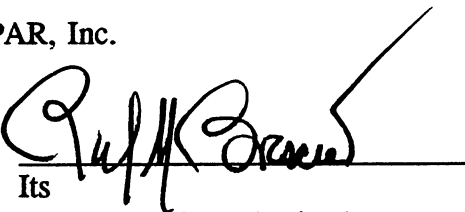
By: 
Its
Hereunto duly authorized

EXHIBIT A

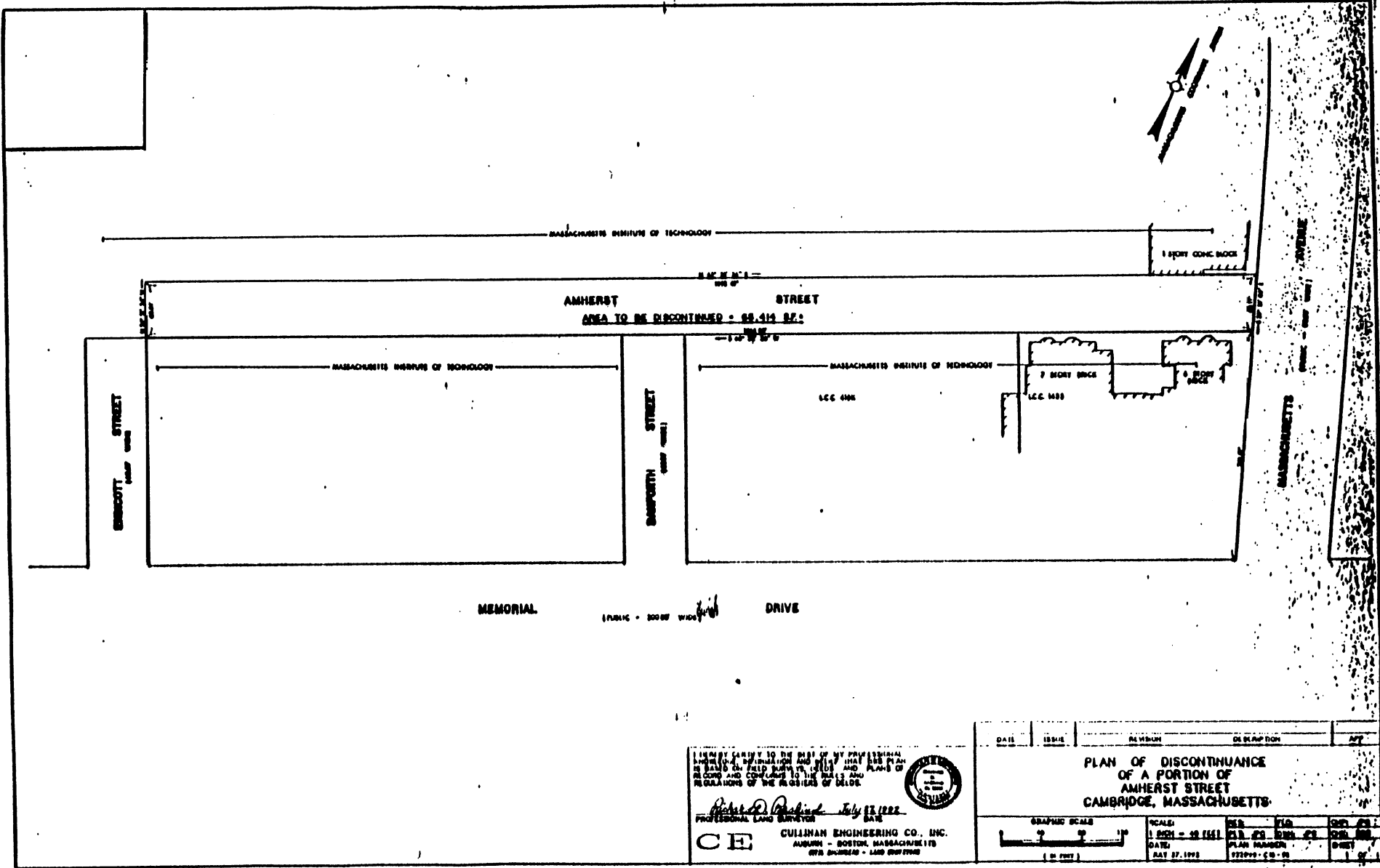
LEGAL DESCRIPTION AMHERST STREET PARCEL

A certain parcel of land in Cambridge, Massachusetts shown on a plan entitled "Plan of Discontinuance of a Portion of Amherst Street, Cambridge, Massachusetts" dated July 27, 1992 by Cullinan Engineering, Inc., more fully described as follows:

Beginning at the intersection of the easterly line of Endicott Street and the Southerly line of Amherst Street thence running N 24° 31' 34" W, 60.00 feet to land now or formerly of Massachusetts Institute of Technology (MIT); thence turning and running N 65° 28' 36" E by said MIT land, 1,092.47 feet to the westerly line of Massachusetts Avenue; thence turning and running S 20° 16' 06" E by the westerly line of Massachusetts Avenue, 60.17 feet to other land now or formerly of MIT; thence turning and running S 65° 28' 26" W by land now or formerly of MIT and by the northerly line of a 60.00 foot way known as Danforth street, 1,088.00 feet to the point of beginning.

Containing 65,414 square feet of land, more or less.

AMHERST STREET PLAN



I HEREBY CERTIFY TO BE THE PART OF MY PROFESSIONAL ENGINEERING AND SURVEYING PLAN IN HAND OF FIELD SURVEY, LOTS AND PLANS OF RECORD AND CONFORM TO THE RULES AND REGULATIONS OF THE BOARD OF REGISTRY OF PROFESSIONAL LAND SURVEYORS

Robert D. ... July 12, 1922
 PROFESSIONAL LAND SURVEYOR

CE CULLINAN ENGINEERING CO., INC.
 ALUMINUM - BOSTON, MASSACHUSETTS
 678 BURLINGHAM - LANSING STREET

DATE	ISSUE	REVISION	DESCRIPTION	BY

**PLAN OF DISCONTINUANCE
 OF A PORTION
 OF AMHERST STREET
 CAMBRIDGE, MASSACHUSETTS**

GRAPHIC SCALE	SCALE: 1" = 40'	NO.:	T.O.:	DATE:
	1" = 40'	113	23	July 27, 1922
(IN FEET)		PLAN NUMBER	722191 - C-2 - 21	1 OF 1

EXHIBIT C

LEGAL DESCRIPTION CARLETON STREET PARCELS

Two parcels of land in Cambridge, Middlesex County, Massachusetts more fully described as follows:

PARCEL 1

A certain parcel of land in Cambridge, Massachusetts shown as the "Area to be Discontinued" on a plan entitled "Plan of Discontinuance of a portion of Carleton Street, Cambridge, Massachusetts" dated July 15, 1992, by Cullinan Engineering, Inc., more fully described as follows:

Beginning at the tangent point of a curve of 25 foot radius on the northerly line of Amherst Street, thence running 26.16 feet along said curve by land now or formerly of Massachusetts Institute of Technology (MIT) to its other tangent point in the westerly line of Carleton Street; thence running N 05° 30' 53" E by said MIT land and by the easterly line of Deacon Street, 487.76 feet to the intersection of the westerly line of Carleton Street and the northerly line of Deacon Street; thence turning and running S 84° 29' 07" E by other land now or formerly of MIT and by the second parcel hereunder, 50.00 feet to other land now or formerly of MIT; thence turning and running S 05° 30' 53" W by said other MIT land and by land now or formerly of Research Institute for Medicine and Chemistry, Inc. (RIMCI), 447.66 feet to the tangent point of a curve of 15 foot radius; thence running along said curve by said RIMCI land, 31.43 feet to its other tangent point in the northerly line of Amherst Street; thence turning and running S 65° 28' 26" W by the northerly line of Amherst Street, 98.18 feet to the point of beginning.

Containing 24,574 square feet of land, more or less.

PARCEL 2

A certain parcel of land in Cambridge, Massachusetts shown as the "Area to be Discontinued" on a plan entitled "Plan of Discontinuance of a Portion of Carleton Street, Cambridge, Massachusetts" dated May 14, 1992, by Cullinan Engineering, Inc., more fully described as follows:

Beginning at a point at the intersection of the northerly line of Deacon Street and the easterly line of the 40 foot wide portion of Carleton Street, thence running N 84° 29' 07" W along the extension of the northerly line of Deacon Street, 40.00 feet to the southeast corner of land now or formerly of Massachusetts Institute of Technology; thence turning and running N 05° 30' 53" E by said MIT land, land now or formerly of F&T Corporation and Deacon Court, 87.00 feet to its intersection with the northerly line of Deacon Court; thence turning and running S 84° 29' 07" E by that portion of Carleton Street shown as "Change of Use of a Portion of Carleton Street, Ref. Cambridge Redevelopment Authority Date: March 1, 1985" on said plan: 40.00 feet to land now or formerly of MIT; thence turning and running S 05° 30' 53" W by said MIT land, 87.00 feet to the point of beginning.

Containing 3,480 square feet of land, more or less.

CARLETON STREET PLAN

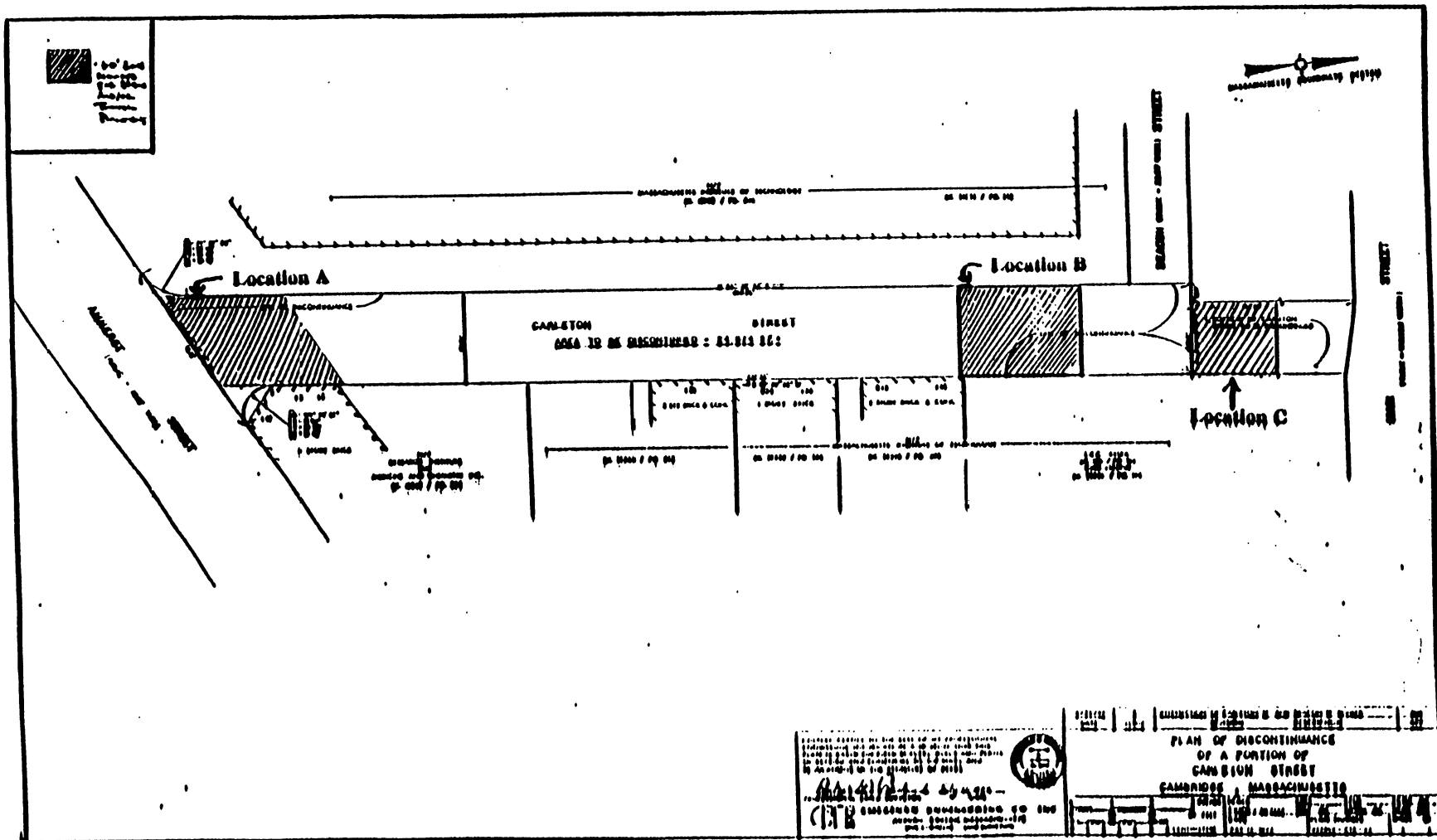


EXHIBIT E

LEGAL DESCRIPTION HAYWARD STREET PARCEL

A certain parcel of land in Cambridge, Massachusetts shown on a plan entitled "Plan of Discontinuance of Hayward Street, Cambridge, Massachusetts" dated July 20, 1992 by Cullinan Engineering, Inc., more fully described as follows:

Beginning at the tangent point of a curve of 25 foot radius on the northerly line of Amherst Street, thence running 26.16 feet along said curve by land now or formerly of Massachusetts Institute of Technology (MIT) to its other tangent point in the westerly line of Hayward Street; thence running N 05° 30' 53" E by said MIT land, 494.85 feet to the southerly line of Main Street; thence turning and running S 83° 10' 47" E by the southerly line of Main Street, 40.01 feet to other land now or formerly of MIT; thence turning and running S 05° 30' 53" W by said MIT land, 459.23 feet to the tangent point on a curve of 15 foot radius; thence running 31.43 feet along said curve by said MIT land to its other tangent point in the northerly line of Amherst Street; thence turning and running S 65° 28' 26" W by the northerly line of Amherst Street, 86.63 feet to the point of beginning.

Containing 20,078 square feet, more or less.

EXHIBIT G

LEGAL DESCRIPTION VASSAR STREET PARCELS

Two parcels of land in Cambridge, Middlesex County, Massachusetts more fully described as follows:

PARCEL 1

A parcel of land in Cambridge, Massachusetts shown as Parcel 1 on a plan entitled "Plan of Discontinuance of a Portion of Vassar Street, Cambridge, Massachusetts" dated July 28, 1992, by Cullinan Engineering, Inc. to be recorded herewith, more fully described as follows:

Beginning at a point near the southeast corner of land now or formerly of Jack W. Rizika thence running N 56° 08' 32" E by land now or formerly of said Jack W. Rizika, Massachusetts Institute of Technology (MIT) and said Jack W. Rizika as Trustee, 3,020.74 feet to the southwesterly line of Massachusetts Avenue; thence turning and running S 51° 31' 43" E by said southwesterly line of Massachusetts Avenue, 16.79 feet; thence turning and running S 56° 08' 32" W by the new northerly line of Vassar Street, 3,029.72 feet; thence turning and running N 20° 12' 34" W by Vassar Street, 16.46 feet to the point of beginning.

Containing 48,404 square feet of land, more or less.

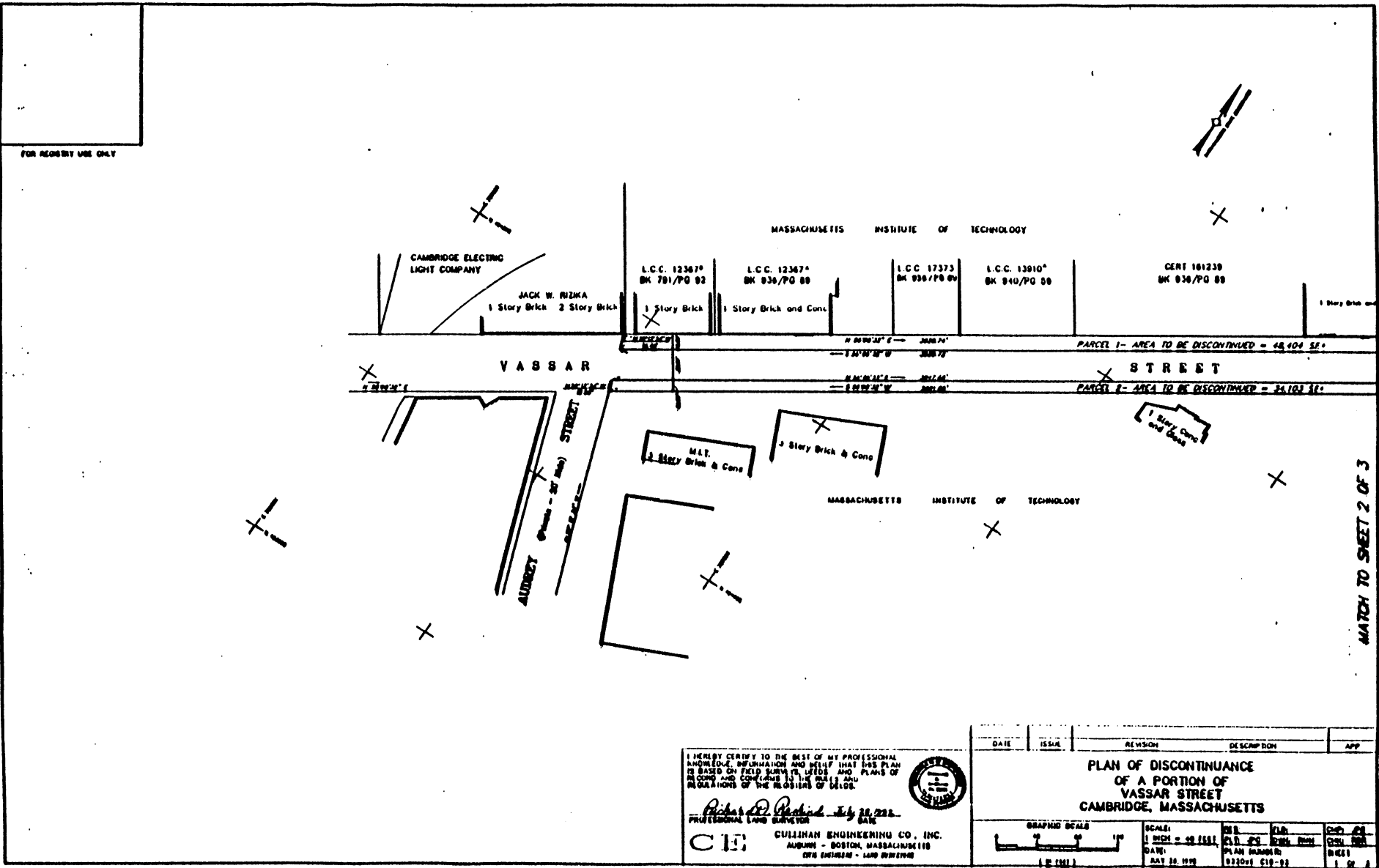
PARCEL 2

A parcel of land in Cambridge, Massachusetts shown as Parcel 2 on said plan, more fully described as follows:

Beginning at a point 12.35 feet N 20° 12' 34" W from the intersection of the southerly line of Vassar Street and the easterly line of Audrey Street thence running N 56° 08' 32" E by the new southerly line of Vassar Street, 3,047.68 feet to the southwesterly line of Massachusetts Avenue; thence turning and running S 51° 31' 43" E by said southwesterly line of Massachusetts Avenue, 2.10 feet to land now or formerly of MIT; thence turning and running S 56° 08' 32" W by said MIT land, 248.54 feet; thence turning and running S 24° 31' 34" E by said MIT land, 10.13 feet; thence turning and running S 56° 08' 32" W by said MIT land, 2,801.05 feet to the intersection of Vassar Street and Audrey Street; thence turning and running N 20° 12' 34" W by Vassar Street, 12.35 feet to the point of beginning.

Containing 34,103 square feet of land, more or less.

MATCH TO SHEET 2 OF 3



I HEREBY CERTIFY TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF THAT THIS PLAN IS BASED ON FIELD SURVEYS, RECORDS AND PLANS OF RECORD AND CONFORMS TO THE BEST AND MOST REASONABLE INTERPRETATION OF THE RECORDS OF RECORD.

Richard D. Pochard July 28, 1978
PROFESSIONAL LAND SURVEYOR

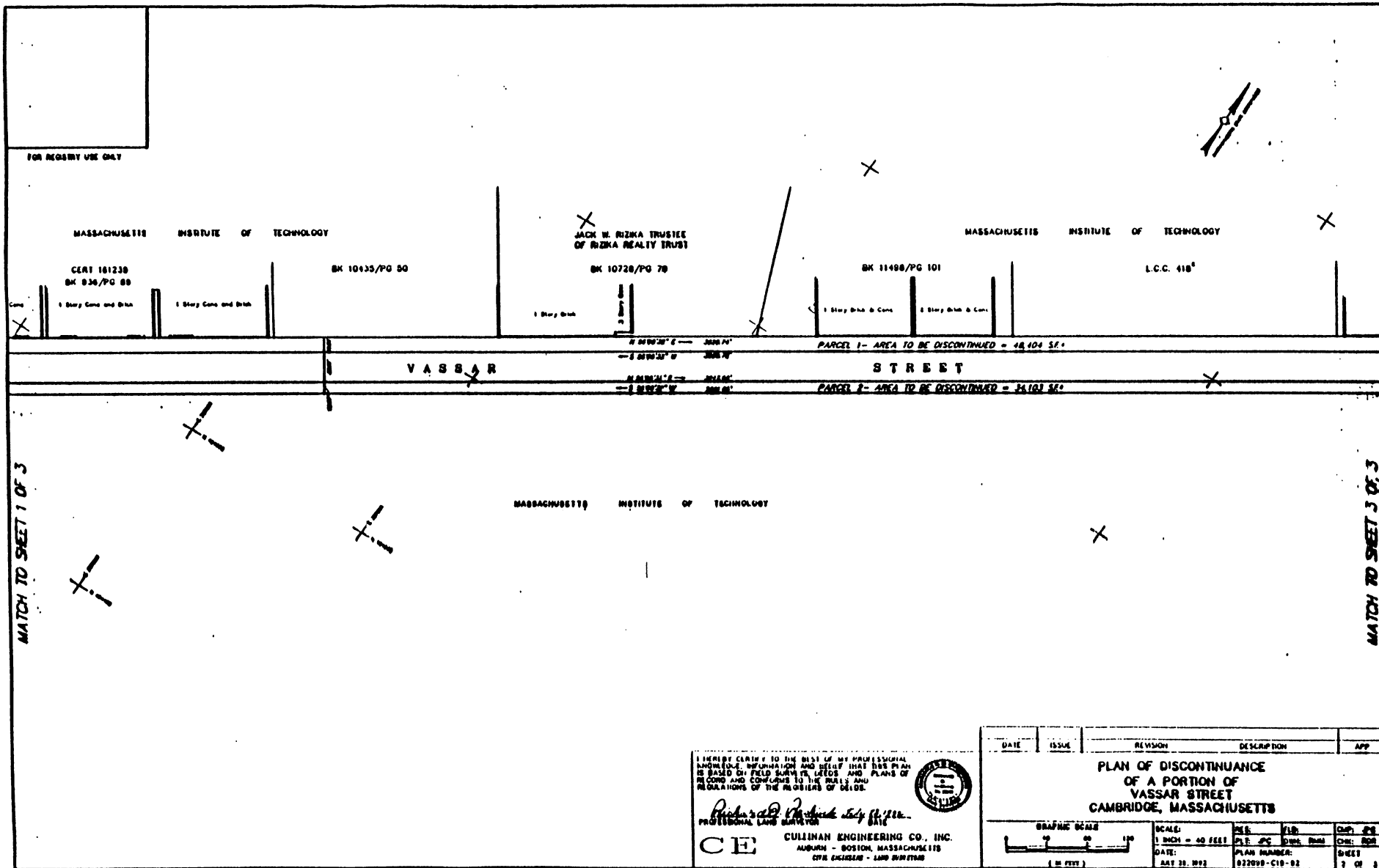
CEI CULLINAN ENGINEERING CO., INC.
MURFORD - BOSTON, MASSACHUSETTS
CIVIL ENGINEERS - LAND SURVEYORS

DATE	ISSUE	REVISION	DESCRIPTION	APP

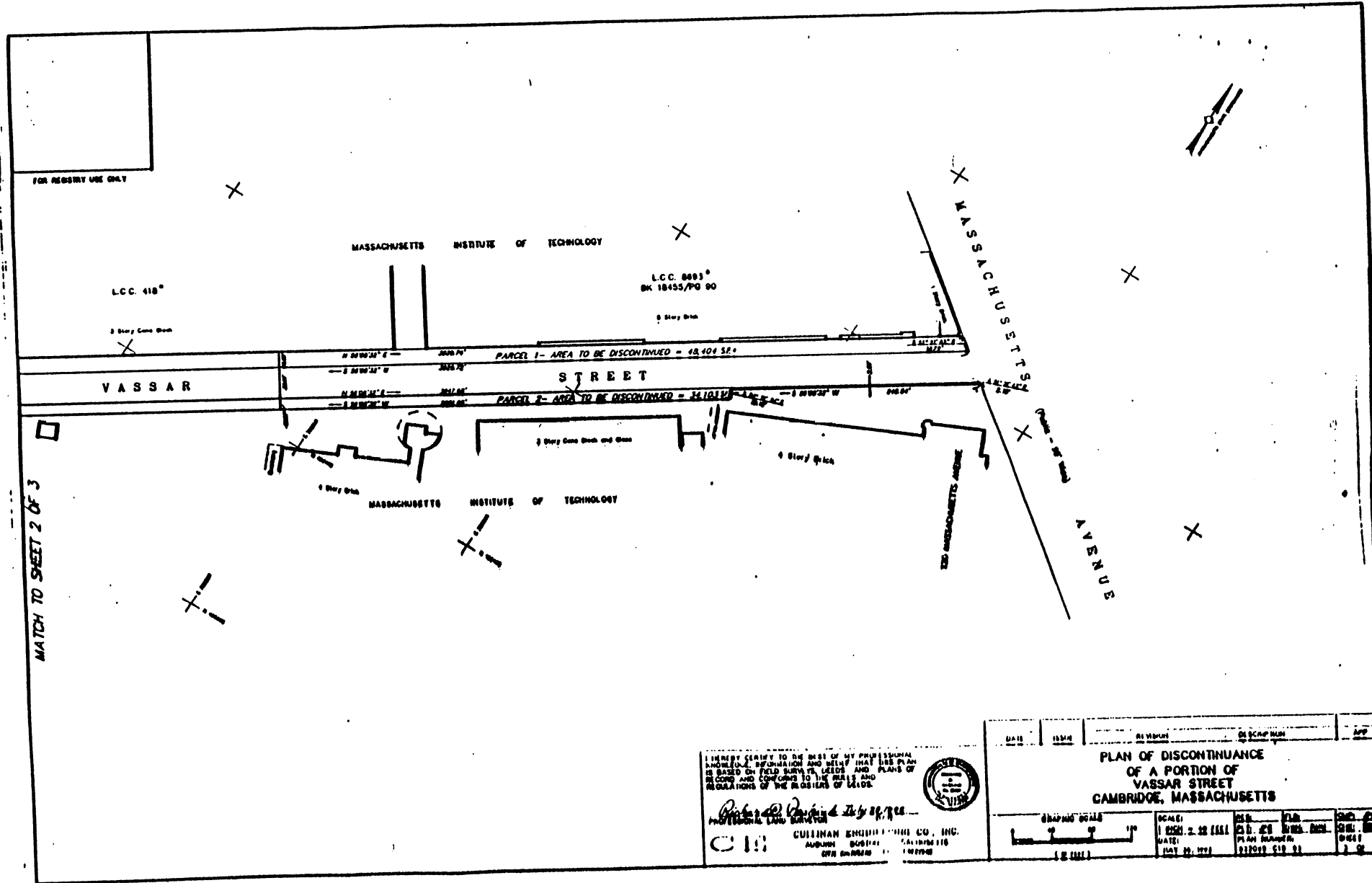
**PLAN OF DISCONTINUANCE
OF A PORTION OF
VASSAR STREET
CAMBRIDGE, MASSACHUSETTS**

GRAPHIC SCALE 1" = 100'	SCALE: 1" = 100'	DATE: JULY 28, 1978	PLAN NUMBER: 022011 518-11	DATE: JULY 28, 1978	SCALE: 1" = 100'
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VASSAR STREET PLANS



VASSAR STREET PLANS



I HEREBY CERTIFY TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF THAT THE PLAN IS BASED ON FIELD SURVEYS, RECORDS AND PLANS OF RECORD AND CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTER OF DEEDS.

Richard J. ...
PROFESSIONAL LAND SURVEYOR

C.I.S.

CUSHMAN ENGINEERING CO., INC.
AUBURN BOSTON CAMBRIDGE
ONE BRIMLEY ST. CAMBRIDGE, MASS. 02142



DATE	ISSUE	REVISION	DESCRIPTION	APP.

**PLAN OF DISCONTINUANCE
OF A PORTION OF
VASSAR STREET
CAMBRIDGE, MASSACHUSETTS**

DRAWING SCALE	DATE	PLAN NUMBER	REV.
1" = 100'	MAY 22, 1977	1127011-010-01	1-0

C. Myers

20. C. Duchy in adyt
LV/9-0
C. Myer in sup vv/9-0

RF
0-9

WHEREAS: A City Council Special Committee, appointed by the Mayor has been working on the CASPAR issue for the past five months, and during that time, twenty-three committee meetings and two public hearings were held; and

WHEREAS: Now the negotiating team of the Special Committee has reached an agreement in principle on the issues of the site, and the recommended compensation for the siting of CASPAR; and

WHEREAS: This recommended agreement between the City, representatives of neighborhood groups, MIT, and CASPAR paves the way for the siting of CASPAR after fourteen years of deadlock; and

WHEREAS: The terms of the agreement include the siting of CASPAR on 240 Albany Street for a twenty year renewable lease; and

WHEREAS: The negotiating team has agreed upon the following compensation for MIT: the sale of Amherst Street with very specific deed restrictions, and the twenty-year lease of Carlton and Hayward Streets with a total of two easements granted on each of the streets, and the lease of the sidewalks on Vassar Street with the granting of an easement if and when the Waverly Street connector is built, and continued discussions between MIT and the City regarding long-range traffic plans in Cambridgeport; and

WHEREAS: This recommended agreement will come before the Special Committee of the City Council at a meeting on Thursday at noon for action; and

WHEREAS: There is a lot of work to be done in putting together the final pieces of this long-awaited solution to this situation, and it is important that this work begin at the earliest possible point; now therefore be it

RESOLVED: That the City Council endorse this agreement in principle, and hereby request the City Manager to work with the Law Department to put together an agreement that meets the City's interest, and to aim to have it to be presented to the City Council at next week's meeting; and be it further

RESOLVED: That the Agreement satisfy the following agreed to concerns:

1. That the building on Albany Street be able to be renewed at CASPAR's option solely.
2. That in the event of any unforeseen situation that CASPAR not be able to fulfill the terms of the lease, that the City have the option of either continuing the lease for the duration of the forty-year time frame for continued use for health services, relating to treatment for homeless drug and alcohol users of at the City's option financial compensation for the remainder of the lease.

3. To draft appropriate lease, easement and sale agreements to meet the terms that have been established by the negotiating team with all appropriate deed restrictions and to ensure that easements are carried out for specific purposes;

4. To consider whether the proposed agreement can be done under existing Disposition of Land and State purchasing procedures



City of Cambridge

26.

IN CITY COUNCIL

February 22, 1993

COUNCILLOR MYERS

WHEREAS: A City Council Special Committee, appointed by the Mayor, has been working on the CASPAR issue for the past five months, and during that time, twenty-three committee meetings and two public hearing were held; and

WHEREAS: Now the negotiating team of the Special Committee has reached an agreement in principle on the issues of the site, and the recommended compensation for the siting of CASPAR; and

WHEREAS: This recommended agreement between the City, representatives of neighborhood groups, MIT, and CASPAR paves the way for the siting of CASPAR after fourteen years of deadlock; and

WHEREAS: The terms of the agreement include the siting of CASPAR on 240 Albany Street for a twenty year renewable lease; and

WHEREAS: The negotiating team has agreed upon the following compensation for MIT: the sale of Amherst Street with very specific deed restrictions, and the twenty year lease of Carleton and Hayward Streets with a total of two easements granted on each of the streets, and the lease of the sidewalks on Vassar Street with the granting of an easement if and when the Waverly Street connector is built, and continued discussion between MIT and the city regarding long-range traffic plans in Cambridgeport; and

WHEREAS: This recommended agreement will come before the Special Committee of the City Council at a meeting on Thursday at noon for action; and

WHEREAS: There is a lot of work to be done in putting together the final pieces of this long-awaited solution to this situation, and it is important that this work begin at the earliest possible point; now therefore be it

RESOLVED: That the City Council endorse this agreement in principle, and hereby request the City Manager to work with the Law Department to put together an agreement that meets the City's interest, and to aim to have it to be presented to the City Council at next weeks' meeting; and be it further

RESOLVED: That the Agreement satisfy the following agreed to concerns:

1. That the building on Albany Street be able to be renewed at CASPAR's option solely.
2. That in the event of any unforeseen situation that CASPAR not be able to fulfill the terms of the lease, that the City have the option of either continuing the lease for the duration of the forty-year time frame for continued use for health services, relating to treatment for homeless, drug and alcohol users of at the City's option financial compensation for the remainder of the lease.
3. To draft appropriate lease, easement and sale agreements to meet the terms that have been established by the negotiating team with all appropriate deed restrictions and to ensure that easements are carried out for specific purposes;
4. To consider whether the proposed agreement can be one under existing Disposition of Land and State purchasing procedures.

In City Council February 22, 1993.

Adopted by the affirmative vote of nine members.

Attest:- D. Margaret Drury, City Clerk.

A true copy;



ATTEST:-

D. Margaret Drury
City Clerk

Order # 26

S-79

Councillor Myers re: agreement for
siting of CASPAR at 240 Albany
Street.

In City Council,

February 22, 1993

3/15/93 Agreement signed