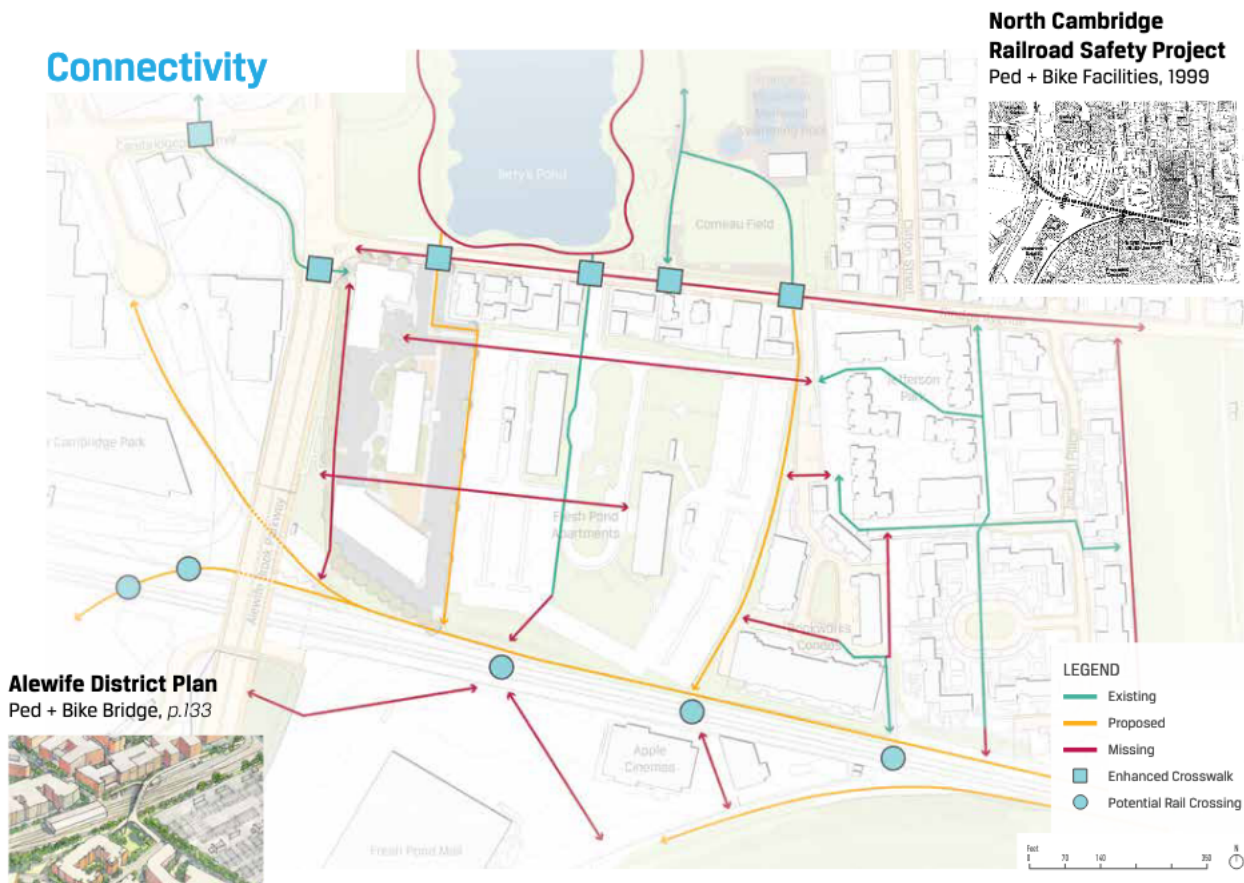


MEMORANDUM

To: CRA Board
From: Tom Evans
Date: April 13, 2022
Re: Rindge Commons Easement Proposal

INTRODUCTION

Over two years ago, CRA staff and design consultants began working together on a Rindge Neighborhood Connectivity Plan (www.cambridgeredevelopment.org/rindgeconnectivity). This planning effort built off a number of previous City planning efforts in the area.



After completing the neighborhood plan, staff continued to work on a few key implementation ideas, particularly improved circulation around and through the Rindge Tower properties, owned and

operated by Just-A -Start (JAS) and The Schochet Companies. Last year on behalf of the CRA, Gamble Associates completed a conceptual plan for a set of internal circulation facilities that could, in the future, connect to broader district pathways in the neighborhood. (Exhibit A)

Just-A-Start has simultaneously been working on finalizing the designs and financing for the Rindge Commons project, which is a two-phase mixed-use program focused on affordable housing utilizing the surface parking lot area of their 402 Rindge Avenue property. The first phase of the Rindge Commons project will provide space for a new state-of-the-art training center to expand JAS's tuition-free education and training programs, which include their YouthBuild, Biomedical Careers, and Informational Technology (IT) Careers programs. The project will also provide space for a new affordable childcare center with a public pre-Kindergarten program, as well as a community meeting space, and space for a public service-providing organization. The project will also provide 101 new affordable apartments, 22 of which will be three-bedroom family sized units. For more information on the project visit JAS's project page at (www.rindgecommons.org)The project received zoning approval in August 2020for both phases of the project.

EASEMENT PROPOSAL

As the Rindge Neighborhood Connectivity Plan was being finalized, staff began to consider how the CRA might help in the realization of some of the recommended public circulation improvements. While developments in the Rindge neighborhood area have reached different stages of implementation, staff were concerned that without a district plan and implementation strategy, connectivity goals might not be realized if each project site moved forward without making commitments to a larger vision of circulation improvements.

As the Rindge Commons project was advancing ahead of other projects in the area, CRA staff approached JAS with the concept of reserving space for pathway connections through the project site to facilitate future improvements to resident and public access. These connections include a north/south pathway between the JAS and Schochet Companies parking lots, an east/west path along the southern boundary parallel to the MBTA right-of-way, and a connection to the DCR/MassDOT owned pedestrian stairway alongside Route 16. Staff and the Gamble Associates design team met multiple times with the JAS project team to discuss the circulation plans in detail. Additionally, the CRA has engaged in planning efforts with the City of Cambridge and MassDOT regarding east/west connections from and under Route 16 between the Rindge Commons site and the Alewife MBTA station.

Recently, as JAS's Rindge Commons - Phase One financial deal has approached its closing, a small financial gap for the project has emerged. Due to the CRA's previous collaboration with JAS, and interest in improving connectivity in the Rindge neighborhood area, JAS approached the CRA for financial assistance in closing the gap of \$600,000. CRA staff have suggested that the CRA could consider contributing to the Rindge Commons project by investing in an easement in order to reserve future connections across the JAS property.

The technical structure of the easement alignments and legal mechanism of such a concept are being developed. Ahead of a formal transaction, JAS is seeking confirmation of the idea that the CRA would purchase easement rights over a small section of parking lot, and site buffer areas to preserve future development of public multi-use pathways through a Letter of Intent included as Exhibit B.

MOTION

Motion: Authorizing the Executive Director and the Chair to negotiate an agreement for the acquisition of a public easement across a portion of the Rindge Common site to facilitate improved neighborhood connectivity.

EXHIBIT

Exhibit A: Rindge Towers Draft Circulation Concept Plan

Exhibit B: Draft CRA and Just-A-Start Rindge Commons Easement Letter of Intent



PROJECT

**RINDGE NEIGHBORHOOD
CONNECTIVITY PLAN**

Location
Alewife
Cambridge, MA

CLIENT

**Cambridge
Redevelopment
Authority**

255 Main St.
Cambridge, MA 02142

Alexandra LeVering, Project Manager
alevering@cambridgeredevelopment.org
617-492-6800 x13

ARCHITECT

Gamble Associates

678 Massachusetts Ave, Suite 502
Cambridge, MA 02139
www.gamblassoc.com
617-292-9912



LEGEND

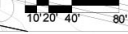
- JUST-A-START LOOP
- INDEPENDENT LOOPS
- INTERIOR PATHS
- FUTURE PATHS

TITLE

**Proposed Connectivity
Plan**

PROJECT NO.	xxxx
DRAWN BY	xxxx
CHECKED BY	DEG
SCALE	1" = 50'
DATE	12/01/21
FIRST ISSUED	-/-
REV. 1	-/-
REV. 2	-/-
DRAWING NO.	REV

1 SITE PLAN
1"50' = 1'-0"



A-3.0



Draft Letter of Intent

April 11, 2022

Tom Evans
Executive Director
Cambridge Redevelopment Authority
255 Main Street
Cambridge, MA 02142

RE: Rindge Commons, Letter of Intent

Dear Mr. Evans

Pursuant to past conversations, this Letter of Intent (“Letter”) describes the basic terms and conditions of an option that Just A Start (“JAS”), through its affiliate Rindge Commons North Land Owner LLC, is prepared to enter into with the Cambridge Redevelopment Authority (the “CRA”) (collectively, “the Parties”), to grant an easement for a public access multi-use path contemplated on the southern, eastern and a portion of the western boundary of the 402 Rindge Parcel.

Upon execution of this Letter, JAS will prepare and present the CRA with a draft of a proposed option agreement and easement and the Parties will attempt to negotiate the terms of these documents to their mutual satisfaction. The CRA has not yet reviewed these documents and reserves the right to negotiate any and all terms.

1. Premises

Just A Start will grant the CRA an option to acquire an exclusive easement for exclusive appurtenant rights to a pedestrian right of way along the boundary of 402, 430, and 432 Rindge Avenue, Cambridge, Massachusetts in an area that does not interfere with any buildings or the use of the remaining Common Area (as defined in the Master Deed) for parking and/or access.

2. Use of Premises

The CRA intends to use the easement for purposes of constructing a multi-use path open to the public.

3. Payment

Payment for the easement shall be \$600,000. JAS intends to use the proceeds of this payment to support its workforce training center at Rindge Commons.

4. Term

The option shall be granted to the CRA for a term of 36 months.

5. Improvements

Landlord will deliver the Premises in as-is condition. The CRA shall construct any improvements, in its sole discretion, at its sole cost and expense. Separate from Just A Start, the CRA may pursue other funding options.

6. Operations and Operating Expenses

Just A Start and the CRA will develop a mutually acceptable plan for ongoing operations and maintenance of the easement area. Both parties acknowledge the City of Cambridge may be involved with developing an ongoing maintenance plan. This agreement will cover acceptable uses, hours, and responsibility for ongoing activities such as landscaping and snow removal.

12. Letter to be Superseded

The Parties mutually acknowledge that this Letter is to be superseded by the formal written Option and Easement to be agreed upon by the Parties, which shall be reviewed and executed by the Parties as soon as practicable. The Parties reserve complete discretion to negotiate the terms of the Documents, and this Letter will terminate and be of no force and effect if the Parties have been unable to negotiate such to their mutual satisfaction within six (6) months following the date of this Letter, which has been accepted, agreed to and signed by both parties. In the event the Parties are unable to negotiate an option and easement within six (6) months, the Parties may elect to extend the termination period at their mutual agreement, and such extensions of the termination shall be executed by the Parties in writing as amendments to this Letter.

[Remainder of Page is Left Blank]

If these terms and conditions are acceptable to the Cambridge Redevelopment Authority, please so indicate by signing below. Upon full execution of this Letter of Intent by both Parties, JAS shall prepare draft documents incorporating the terms and conditions contained herein. This document represents draft Option and Easement terms only; the Parties shall have no obligations hereunder unless and until an Option is fully executed by both parties.

We look forward to working with you on this effort.

Sincerely,

Carl Nagy-Koechlin
Executive Director

ACCEPTED AND AGREED:

Tom Evans
Executive Director, CRA

Date: _____

Agreed as to form:

Kathleen L. Born
Chair