



## MEMORANDUM

**To:** CRA Board  
**From:** Fabiola Alikpokou  
**Date:** March 16, 2022  
**Re:** Walden Square: Open Space Easement Amendment

## BACKGROUND

The Walden Square apartments, located at 21 Walden Square Road, originated as one of CRA's Urban Renewal development projects in 1969. The purpose of the Walden Square Urban Renewal Area Plan (Attachment A) was to improve the deteriorating area by building new housing public facilities and enhancing green spaces. The property was sold to Walden Square Apartment Company in 1971 through a Land Disposition Agreement (LDA), and by 1973, the 240-unit housing project was completed in accordance with the Walden Square Plan.

It is useful also to note the Landscaping, and Pedestrian Circulation goals outlined in Section 405 of the 1969 Walden Square Urban Renewal Area Plan (Attachment A). The original plan aimed to have a suitable landscape for the visual attractiveness of the area and have active and passive recreation areas for all ages in the community.

In the 1971 transaction with Walden Square Apartments, the CRA placed easements over the property to secure permanent public circulation and open space onsite (Attachment B). The easements on site consisted of two tracts—Tract Number One, which covered 111,899 square feet of space, was reserved for pedestrian space and public access through the site. Tract Number Two covered 11,764 square feet of space and was reserved for open recreational space as identified in the Walden Square Urban Renewal Area Deed- Tract 2, Agreement five.

In 1982 the CRA granted ownership of Tract One Easement (Attachment C) to the City of Cambridge while retaining ownership of Tract Number Two.

Easements on both tracts presently remain as originally intended, and on the site of Tract Two is a playground used by a daycare facility in the apartment complex as well as by the tenants at large.

WinnCompanies acquired the Apartments in 2001 and is presently the owner of the property.

## PROPOSAL

WinnCompanies, the current owner of Walden Square Apartments, is proposing an additional 96-units of affordable housing to be built on the site through the City's Affordable Housing Overlay. Originally, WinnCompanies proposed one building on the northern section of the site, over existing surface parking lots and a portion of the Tract One easement. After initial community engagement efforts by the development team, the site plan was revised such that the units will be split between two buildings. Building A is proposed to have 54 units and be located on the original development site, on the eastern side of the apartment complex. Building B is proposed to have 42 units located on Tract Number Two, where the CRA currently has an open space easement. In addition to building the two affordable housing buildings, WinnCompanies is proposing improvements to open space amenities (Attachment D) and circulation (Attachment E) on the site.

Over the past few months, CRA staff have met with WinnCompanies, virtually to discuss their plans for the open space and circulation. Additionally, CRA staff also met with staff from the City's Community Development Department, both onsite and virtually, to discuss WinnCompanies' intended plans and understand the City's view of open space and circulation in the area and how to proceed cohesively.

To free the space for Building B on Tract Two, WinnCompanies is proposing an amendment to the open space easement on the site. WinnCompanies have shared the possibility of relocating the current easement on Tract Two elsewhere on the Walden Square Apartment site. The discussion is still open to other ideas.

## ATTACHMENTS

- Attachment A: 1969 Walden Square Urban Renewal Area Approved Plan
- Attachment B: Walden Square Urban Renewal Area Deed / Tract Number 2
- Attachment C: Grant of Easement: CRA Easement to City
- Attachment D: Walden Square Apartment Proposed Open Space Plan
- Attachment E: Walden Square Apartment Proposed Circulation Plan

**Attachment A**  
**1969 Walden Square Urban Renewal Area Approved Plan**

WALDEN SQUARE URBAN RENEWAL AREA  
CAMBRIDGE REDEVELOPMENT AUTHORITY

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APPROVED URBAN RENEWAL PLAN

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APRIL 1969

URBAN RENEWAL PLAN  
PROJECT NO. MASS. R-135

Walden Square Urban Renewal Area  
Cambridge Redevelopment Authority  
Cambridge • Massachusetts

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CHECKLIST OF APPROVALS

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Plan approved by Authority . . . . .	March 19, 1969
Plan submitted to City Council . . . . .	March 24, 1969
Public hearing approved by City Council . . . . .	March 24, 1969
Plan submitted to Planning Board . . . . .	March 25, 1969
Public hearing notice given by City Clerk . . . . .	March 27, 1969
Public hearing notice given by City Clerk . . . . .	April 3, 1969
Public hearing notice given to Historical Commissions	April 3, 1969
Plan findings made by Planning Board . . . . .	April 10, 1969
Public hearing held by City Council . . . . .	April 14, 1969
Plan approved by City Council . . . . .	April 14, 1969
Plan approved by City Manager . . . . .	April 14, 1969
Plan, as amended, submitted to MCAD . . . . .	July 14, 1969
Plan, as amended, submitted to HUD . . . . .	July 14, 1969

URBAN RENEWAL PLAN / AMENDMENT NO. 1  
PROJECT NO. MASS. R-135

Walden Square Urban Renewal Area  
Cambridge Redevelopment Authority  
Cambridge • Massachusetts

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CHECKLIST OF APPROVALS

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Plan Amendment No. 1 approved by Authority . . . . . June 11, 1969  
Plan Amendment No. 1 submitted to City Council . . . . . June 16, 1969  
Public hearing approved by City Council . . . . . June 16, 1969  
Plan Amendment No. 1 submitted to Planning Board . . . . . June 16, 1969  
Plan findings made by Planning Board . . . . . June 17, 1969  
Public hearing notice given by City Clerk . . . . . June 19, 1969  
Public hearing notice given to Historical Commissions June 20, 1969  
Public hearing notice given by City Clerk . . . . . June 26, 1969  
Public hearing held by City Council . . . . . June 30, 1969  
Plan Amendment No. 1 approved by City Council . . . . . June 30, 1969  
Plan Amendment No. 1 approved by City Manager . . . . . June 30, 1969  
Plan, as amended, submitted to MDCA . . . . . July 14, 1969  
Plan, as amended, submitted to HUD . . . . . July 14, 1969

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## CHAPTER 1 : PROJECT DESCRIPTION

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This document, prepared by the Cambridge Redevelopment Authority, sets forth a plan for urban renewal action in the so-called Walden Square Area of Cambridge, in accordance with the terms of Section 26ZZ and other applicable provisions of Chapter 121 of the Massachusetts General Laws, as amended, and with the provisions of the U. S. Housing Act of 1949, as amended.

### Section 101 : Boundaries of the Project Area

The project area is situated in the vicinity of the City Stable, the Cambridge Friends School, and the Lincoln Way housing development, and is bounded in part by Sherman Street, Raymond Street, and Bolton Street.

A description of the perimeter boundary of the project area is attached hereto as Exhibit A of this Urban Renewal Plan and is made a part hereof as if fully set forth herein.

The perimeter boundary of the project area is shown on Map 1 : Property Map, which is attached hereto as Exhibit B of this Urban Renewal Plan and made a part hereof as if fully set forth herein.

### Section 102 . Urban Renewal Plan Objectives

The project undertaking which is outlined by the Urban Renewal Plan is designed to secure the elimination and prevent the recurrence of blighted, deteriorated, deteriorating, and decadent conditions in the project area, and to ensure the replacement of such conditions by well-planned, well-designed improvements which provide for the most appropriate reuse of land in conformity with the general plan for the City of Cambridge as a whole and with definite local objectives respecting improved land use, public facilities, public utilities, and other public improvements. Specifically, the following community development objectives provide a basis for the Urban Renewal Plan proposals contained herein:

- (a) To relieve the uncommon pressure for housing in the City of Cambridge.
- (b) To expand the City's supply of low- and moderate-income housing consistent with national housing goals and priorities.

- (c) To replace under-utilized, unproductive or obsolete uses and buildings with new housing in accordance with community development objectives and the general plan for the locality as a whole.
- (d) To integrate new-housing development with other community development programs.

#### Section 103 : Proposed Urban Renewal Actions

Proposed urban renewal actions will be essentially land assembly, and clearance and redevelopment, and may include as essential, appropriate, or necessary for the carrying out of urban renewal objectives and this Urban Renewal Plan, but not by way of limitation:

- (a) The acquisition in whole or in part of land, buildings, structures and other improvements, appurtenances, rights-of-way, easements, and other rights, titles, and interests in real property within the project area.
- (b) The management of acquired property.
- (c) The relocation of families, individuals, and business concerns displaced by the project, if any.
- (d) The demolition and removal of existing structures and improvements, and the undertaking of site clearance.
- (e) The making of project or site improvements.
- (f) The making of right-of-way, street, and utility adjustments.
- (g) The provision of public improvements and public facilities.
- (h) The making of zoning adjustments.
- (i) The disposition of land for reuse and development in accordance with the land use provisions and other requirements set forth in this Urban Renewal Plan.

#### Section 104 : Land Acquisition

The Cambridge Redevelopment Authority will acquire by donation, purchase, eminent domain, or otherwise, in whole or in part, land,

buildings, structures and other improvements, appurtenances, rights-of-way, easements, and other rights, titles, and interests in real property within the project area.

#### Section 105 : Relocation

The Cambridge Redevelopment Authority will assist families, individuals, and business concerns, if any, occupying property in the project area, and which are to be displaced by the project, to find other accommodations to meet their relocation needs, within their financial means, in reasonably convenient locations.

As of the date of this Urban Renewal Plan, there are no families and no individuals residing in any property within the project area.

A relocation assistance program will be established for this purpose at the earliest practicable time. The basic objectives of the relocation assistance program will be:

- (a) To provide such measures, facilities, and services as are necessary to determine the needs of displaced site occupants for relocation assistance.
- (b) To make information and assistance available to them in such a way as to minimize the hardships of displacement.

The Cambridge Redevelopment Authority will administer the relocation assistance program. Assistance will include the making of such relocation payments as may be provided for under the provisions of federal, state, or local laws and regulations.

#### Section 106 : Land Clearance and Site Preparation

The Cambridge Redevelopment Authority will:

- (a) Demolish and remove buildings, structures, or other improvements located on land acquired by it.
- (b) Rough-grade cleared land, and to the extent advisable, back-fill cellar holes and drain the site.

#### Section 107 : Public Improvements and Public Facilities

The Cambridge Redevelopment Authority will provide for or cause to be provided the abandonment, improvement, extension, re-con-

struction, construction, and installation of:

- (a) Public buildings, and neighborhood facilities.
- (b) Public open spaces, plazas, parks, and landscaping.
- (c) Public rights-of-way and other easements.
- (d) Public streets, sidewalks and malls and other vehicular and pedestrian, public transit and transportation, and off-street parking facilities, appurtenances, and related improvements.
- (e) Public utilities such as water, sewer, drainage, police and fire protection and communication, traffic and parking sign and signal, and street lighting systems, devices, appurtenances, and related improvements, and all lines for such utilities within the project area shall be maintained, relocated, or otherwise placed underground.

#### Section 108 : Right-of-Way Adjustments

The City of Cambridge, upon request of the Cambridge Redevelopment Authority, will discontinue and abandon certain existing streets and vacate certain existing rights-of-way located within the project area, and will convey any and all rights, titles and interests therein to the Authority, and will lay out, widen, relocate, construct or reconstruct streets or rights-of-way in the project area.

#### Section 109 : Zoning Adjustments

The City of Cambridge, upon request of the Cambridge Redevelopment Authority, under the provisions of City of Cambridge, Massachusetts, Zoning Ordinance, ordained May 28, 1962, as amended to the date of approval of this Urban Renewal Plan by the Cambridge City Council, and in accordance with the land use plan and the land use provisions and other requirements set forth in this Urban Renewal Plan will:

- (a) Change the existing zoning district within which the project area is located, as provided for in Chapter 3, Section 303, of this Urban Renewal Plan.
- (b) Grant certain special permits.
- (c) Authorize, except with respect to permitted uses, certain variances.

Section 110 : Land Disposition

The Cambridge Redevelopment Authority, in accordance with the land use plan and the land use provisions and other requirements set forth in this Urban Renewal Plan, will:

- (a) Dedicate certain land, or rights, titles, or interests therein, in whole or in part, for public use, including rights-of-way and easements.
- (b) Sell or lease at its fair market value remaining land, or rights, titles, or interests therein, in whole or in part, for public or private reuse and development.

## CHAPTER 2 : REAL PROPERTY ACQUIRED OR TO BE ACQUIRED

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### Section 201 : Real Property Designated to be Acquired

Real property, including land, buildings, structures and other improvements, appurtenances, rights-of-way, easements, and other rights, titles, and interests, acquired or to be acquired, in whole or in part, by the Cambridge Redevelopment Authority, shall be as shown on Map 1 : Property Map, which is attached hereto as Exhibit B of this Urban Renewal Plan and made a part hereof as if fully set forth herein.

## CHAPTER 3 : LAND USE PLAN

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### Section 301 : Right-of-Way Adjustments

Right-of-way adjustments shall be made as required to provide for the needs of the project area. Without limiting the generality of the foregoing, the unnamed right-of-way shown on Map 1 : Property Map, attached hereto as Exhibit B of this Urban Renewal Plan, shall be discontinued and abandoned.

### Section 302 : Street and Utility Adjustments

Street and utility adjustments shall be made as required to provide for the needs of the project area. All public and private utility lines and services within the project area shall be maintained, relocated, extended, reconstructed, constructed, installed, or otherwise placed underground.

### Section 303 : Zoning Adjustments

The existing zoning district within which the project area is located shall be changed within the project area, by amendment, upon the "Zoning Map", under the provisions of "Article I : Administration and Enforcement" of the City of Cambridge, Massachusetts, Zoning Ordinance, ordained May 28, 1962, as amended to the date of approval of this Urban Renewal Plan by the Cambridge City Council, from an "Industry A District" to a "Residence C-3 District" as defined therein, and shall be changed further, if and to the extent required in the judgment of Cambridge Redevelopment Authority to permit such limited local retail business and consumer service establishments as may be provided for in Chapter 4, Section 401, of this Urban Renewal Plan. Zoning changes shall be made as soon as practicable, prior to the time land is disposed of by the Authority for reuse and development, in accordance with the land use plan and the land use provisions and other requirements set forth in this Urban Renewal Plan, and also thereafter, if and to the extent required, pursuant to the preceding provision for changes to other than a "Residence C-3 District".

CHAPTER 4 : LAND USE PROVISIONS AND BUILDING REQUIREMENTS  
AND DESIGN OBJECTIVES

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Section 401 : Permitted Uses

The uses permitted in the project area shall be as shown on Map 2 : Proposed Land Use Plan, which is attached hereto as Exhibit C of this Urban Renewal Plan and is made a part hereof as if fully set forth herein, and shall be the following:

- (a) Multi-family housing and housing for the elderly, together with related accessory uses and limited local retail business and consumer service establishments intended primarily to serve the occupants of such housing and integrated with the development of such housing, provided, however, that the total area of such accessory uses and such local retail business and consumer service establishments, excluding parking facilities and driveways, may not occupy more than fifteen (15) percent of the project area; community center facility; and public plazas and parks.
- (b) Non-profit institutional use; community center facility; and public plazas and parks.

No transient accommodations, including tourist or lodging houses, hotels or motels, or dormitories, shall be permitted within the project area.

Section 402 : Floor Area Ratio

The ratio of floor area to lot area shall not exceed 3.0.

Section 403 : Dwelling Unit Density

There shall be no less than 250 and no more than 350 dwelling units constructed in the project area.

Section 404 : Vehicular Access and Parking Requirements

The parking and loading of vehicles within the project area shall be provided for in accordance with the provisions of "Article VII :



Off-Street Parking and Loading Requirements", as set forth in the City of Cambridge, Massachusetts, Zoning Ordinance, ordained May 28, 1962, as amended to the date of approval of this Urban Renewal Plan by the Cambridge City Council, provided, however, that the following minimum requirements for off-street parking and loading spaces shall be applicable to:

- (a) Multi-family housing : 10 spaces per 10 dwelling units.
- (b) Elderly housing : 1 space per four dwelling units.
- (c) Local retail and services : 1 space per 900 square feet of gross floor area.

In addition, open parking and loading areas shall be laid out, constructed, paved, equipped, landscaped, and effectively screened so as to provide for an attractive visual appearance. In general, parking shall be located at the edge of the transportation corridor situated along the northerly boundary of the project area. The number, location, and character of parking and loading spaces provided or to be provided shall be approved and consented to in writing by the Cambridge Redevelopment Authority.

The layout of interior, on-site streets and parking areas shall be designed in such a way as to discourage through traffic, while allowing for the passage of emergency vehicles.

#### Section 405 : Landscaping and Pedestrian Circulation

All open areas within the project area shall be suitably landscaped so as to provide for a visually attractive environment.

The layout of pedestrian walks shall be designed so as (a) to provide adequate interior, on-site circulation, (b) to avoid the need for crossing interior, on-site streets or parking areas insofar as possible, and (c) to form appropriate relationships with adjacent developments and rights-of-way.

Active and passive recreation areas for all age groups shall be provided as part of the housing development to the extent that they are not provided for publicly, and shall be suitably equipped with park furniture and play equipment. The location and character of these areas shall be approved and consented to in writing by the Cambridge Redevelopment Authority.

Insofar as possible, an effort shall be made to establish an acoustical, visual, and physical barrier between the project area and the transportation corridor situated northerly thereof.

#### Section 406 : Building Design and Construction

In general, building design and construction shall achieve the highest level of quality consistent with the cost limitations of the financing methods selected. Particular attention shall be given to:

- (a) The general character of the neighborhood as established by existing structures and living patterns.
- (b) The present and probable future scale of residential development and traffic movement in and around the neighborhood.
- (c) The appropriate use of building materials and the suitable articulation of facades and roofs to establish architectural unity within the project area and harmony with adjacent development, and to ensure an appearance that will weather gracefully with minimum maintenance.
- (d) The selection and/or design of functional and durable structural, mechanical, and electrical systems, architectural details, and construction methods to ensure utility and long life for the project.

#### Section 407 : Signs and Advertising Devices

Signs within the project area, except for official, uniform traffic and parking signals and devices, shall be in simple good taste, and shall be limited to actual directions or identification of building use or occupant. The actual location, size, design, and number of all signs shall be approved and consented to in writing by the Cambridge Redevelopment Authority. Any exceptions to sign requirements or the placement or replacement of any sign during the duration of this Urban Renewal Plan shall be approved and consented to in writing by the Cambridge Redevelopment Authority.

#### Section 408 : Storage

The open air storage of materials, equipment, or merchandise, shall not be permitted within the project area.

## Section 409 : Exterior Lighting

Exterior lighting within the project area may be used to illuminate doors, entrances, signs, public open spaces, parks, plazas, arcades, ground floor building setbacks, landscaping, public streets and ways, and areas beneath any platform, podium, plaza, construction deck or similar structure. Such lighting, however, shall be so located and shielded so as to prevent glare on adjacent properties. No flood lighting of buildings or building facades generally shall be permitted unless approved and consented to in writing by the Cambridge Redevelopment Authority.

## Section 410 : Interim Uses

The Cambridge Redevelopment Authority may permit real property acquired by it in accordance with the provisions of this Urban Renewal Plan to be devoted to temporary, interim uses, prior to the time such properties are needed for disposition for reuse and development in accordance with the provisions of this Urban Renewal Plan. Such temporary, interim uses may include, but are not limited to, signs for project identification, relocation, parking, traffic circulation and public transportation, project or site improvements or building construction, storage, recreation, or landscaping, in accordance with such provisions, requirements, standards, controls, and regulations as the Cambridge Redevelopment Authority may deem essential, necessary, or appropriate to the carrying out of the objectives of this Urban Renewal Plan.

## CHAPTER 5 : DEVELOPMENT PROPOSALS

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### Section 501 : Requirement for Development Proposal

A development proposal, based upon the general conditions, land use provisions and other requirements of this Urban Renewal Plan, shall govern the specific use and development of any part of parcel of land within the project area at the time of and subsequent to the disposition of such land by the Cambridge Redevelopment Authority.

No definite commitment for the disposition of any part or parcel of land within the project area shall be made by the Cambridge Redevelopment Authority unless and until a development proposal submitted to it by a redeveloper has been approved by the Authority, nor shall any such part or parcel of land in the project area be conveyed unless the Authority has been assured to its satisfaction that the provisions of the approved development proposal will be fully complied with.

### Section 502 : Content of Development Proposal

The development proposal, which may be submitted in stages as appropriate, shall consist of text and accompanying maps sufficient to describe the specific manner in which the part or parcel of land will be developed. For this purpose, except to the extent that the Cambridge Redevelopment Authority shall waive or defer any requirement in any particular instance or instances, the development proposal shall include, in accordance with such regulations or requirements as may be established by the Authority, but not by way of limitation:

- (a) Redeveloper's statement for public disclosure.
- (b) Redeveloper's statement of financial qualifications.
- (c) Identity and qualifications of architect.
- (d) Proposed rents, unit types, and other housing development specifications, and number of parking spaces.
- (e) Estimated development costs.
- (f) Financing plan.
- (g) Proposed schedule of development actions.

- (h) Schematic designs, which shall include, but not by way of limitation:
- (1) Site plan, at a scale of 1"=40', or other appropriate scale as specified by the Cambridge Redevelopment Authority.
  - (2) Building plans, elevations, and sections, at an appropriate scale, showing organization of functions and spaces. These drawings need not be more detailed than needed to indicate general architectural character and proposed finish materials.
  - (3) Study model indicating proposed site and building development, at a minimum scale of 1"=40', including adjacent buildings, streets, and buildings on the far side of such streets, if any.
  - (4) All sketches, diagrams, and other materials relevant to the proposal which were used by the architect during his initial study and which will help to clarify the architect's problem and his solution to it.
  - (5) Written statement of proposal including statement of the type and size of buildings, the tentative number of living units, the size distribution of units by number of bedrooms, the number of parking spaces, community or supporting facilities to be provided, and principal building materials.
  - (6) Preliminary cost estimates.
  - (7) Proposed time schedule for additional architectural submissions.
- (i) Design development drawings and outline specifications, which shall include, but not by way of limitation:
- (1) Site plan development, at a minimum scale of 1"=40', or other appropriate scale, as determined after the approval by the Cambridge Redevelopment Authority of schematic designs, showing all landscaping and site development designs including walls, fences, planting, outdoor lighting, street furniture, and ground surface materials, bounding streets, points of vehicular and pedestrian access, number and type of parking facilities, utility lines and connections, existing and proposed new paving, planting and lighting to be done.

- (2) Site sections, at a minimum scale of 1"=40', showing vertical relationships in addition to those shown above.
  - (3) Building plans including a roof plan, elevations, and sections developed in sufficient detail, at a minimum scale of 1/8"=1'-0", and typical wall sections, to show all materials and assemblies comprising the buildings.
  - (4) Written statement of the proposal indicating differences from the schematic design.
  - (5) Outline specifications for materials and methods of construction, and preliminary samples of principal exterior materials proposed to be used in building and site development.
  - (6) Eye-level perspective sketches and/or model showing the architectural and urban design character of the proposed development.
  - (7) A complete financial plan showing estimated building costs, site development costs, and other project costs, including all consultant and other fees, financing charges, and furnishing and equipment costs, if any.
  - (8) Time schedule for additional architectural submissions.
- (j) Construction documents, which shall include, but not by way of limitation:
- (1) Complete working drawings and specifications together with final samples of principal exterior materials specified for use in building and site development.
  - (2) Proposed site plans for the full parcel development if portions of this are to be completed by others or under a future contract. These drawings will serve to indicate the scope of work and the responsibilities to be performed by others.
  - (3) Written statement of the proposal indicating differences from schematic designs, and design development drawings and outline specifications.
  - (4) Time schedule for construction.

### Section 503 : Modification of Development Proposal

A development proposal may be modified at any time, provided, however, that such modifications shall be approved and consented to in writing by the Cambridge Redevelopment Authority. Whenever a modification has been approved by the Authority, the subsequent use and development of that part or parcel of land subject to the development proposal as modified shall be undertaken only in full conformity therewith.

### Section 504 : Review and Approval of Development Proposal

In providing for the review, or approval of any development proposal, or the subsequent modification thereof, the Cambridge Redevelopment Authority shall give consideration to the manner in and the degree to which the development proposal conforms to the objectives, general conditions, land use provisions and other requirements of this Urban Renewal Plan.

## CHAPTER 6 : REDEVELOPERS OBLIGATIONS

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Notwithstanding lesser requirements in the provisions of any zoning or building ordinance or regulation now or hereafter in effect, the Cambridge Redevelopment Authority, by use of restrictive covenants or conditions running with the land, or by other appropriate means, shall obligate and bind all developers, purchasers, and lessees of project land, and their successors in interest, lessees, sub-lessees, or assigns. Such obligations, together with suitable provisions for reasonable action in the event of default or non-compliance, shall be inserted in and made an effective part of all agreements, conveyances, and other instruments for the disposition of any rights, title, or interests, in whole or in part, in any land acquired or to be acquired within the project area by the Cambridge Redevelopment Authority.

### Section 601 : Use and Improvement of Project Land

The use, development, and maintenance, of any part or parcel of land within the project area, together with improvements thereon, shall be undertaken and carried out only for the purposes and in the manner set forth in the general conditions, land use provisions, and other requirements of this Urban Renewal Plan, and in full conformity with the provisions of any applicable development proposal and the terms and conditions under which such a development proposal may have been approved and consented to in writing by the Cambridge Redevelopment Authority.

### Section 602 : Commencement and Completion of Improvements

The construction of improvements on any part or parcel of land within the project area shall be commenced, carried out, and completed within such periods of time as the Cambridge Redevelopment Authority may establish as reasonable, and which it may have approved and consented to in writing as a part of any applicable development proposal.

### Section 603 : Disposition of Project Land by Redeveloper

No disposition of any rights, title, or interests in any part of land within the project area by the developer thereof shall be made prior to the full completion of each and all of the improvements thereon as required by and in full conformity with the terms



and conditions of this Urban Renewal Plan, the approved development proposal, and the land disposition agreement which are applicable thereto, unless and until the Cambridge Redevelopment Authority shall have consented in writing to such disposition.

#### Section 604 : Non-Discrimination

At no time shall the acquisition, development, construction, installation, reconstruction, disposal or conveyance by sale or lease, management, or maintenance of any part or parcel of land within the project area or of improvements thereon, to or by any person, be denied, restricted, or abridged, nor his employment thereon, or his use, occupancy, or possession thereof preferred, discriminated against, segregated, or refused because of race, creed, color, or national origin.

All transactions affecting or respecting such activities shall be subject to the applicable provisions of Chapter 151-B of the Massachusetts General Laws, as amended, and to all other applicable federal, state and local laws, ordinances, and regulations guaranteeing civil rights, providing for equal opportunities in housing and employment, and prohibiting discrimination or segregation because of race, creed, color, or national origin.

No covenant, agreement, contract, lease, conveyance, or other instrument shall be effected or executed by the Cambridge Redevelopment Authority, or its contractors, or by developers, purchasers, or lessees of any part or parcel of land within the project area, or their successors in interest, contractors, lessees, sub-lessees, or assigns, whereby the disposition of any rights, title, or interests, in whole or in part in such land shall be restricted because of race, creed, color, or national origin.

Every covenant, agreement, contract, lease, conveyance, or other instrument by which any part or parcel of land within the project area is disposed of or by which its improvement is provided for shall include an affirmative covenant which shall obligate and bind each developer, contractor, purchaser, lessee, grantee, or other party to such instrument, or any successors in interest, contractors, lessees, sub-lessees, grantees, assigns, or other parties, so that there shall be no discrimination because of race, creed, color, or national origin, in the sale, lease, or rental, or in the employment on, or in the use, occupancy, or possession of such land or of any improvements constructed or to be constructed thereon.

The Cambridge Redevelopment Authority shall take all steps necessary and appropriate to enforce such provisions and covenants, and shall not itself so discriminate.

## CHAPTER 7 : RELATION OF PLAN TO DEFINITE LOCAL OBJECTIVES

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### Section 701 : Conformity to General Plan

This Urban Renewal Plan is based upon a local survey, and is in conformity with a general, comprehensive plan for the City of Cambridge as a whole. The proposed urban renewal actions are necessary for the proper development of the community.

### Section 702 : Relation to Definite Local Objectives

This Urban Renewal Plan for the project area, the proposed urban renewal actions, and the renewal and redevelopment of the project area for predominantly residential uses are related to definite local objectives respecting appropriate land uses, improved traffic, public transportation, public utilities, and other public improvements, as follows:

- (a) The City of Cambridge desires to utilize more fully each parcel of land to its highest potential in the public interest. This Urban Renewal Plan specifically provides for the redevelopment of this largely under-developed and blighted area and its development as a productive and desirable residential area.
- (b) Land within the project area is now used predominantly for industrial and public uses although the comprehensive plan for the locality as a whole recommends this area for residential use. This Urban Renewal Plan specifically provides for the development of residential uses within the project area.
- (c) The City of Cambridge desires to increase substantially its supply of housing units for low- and moderate-income families. This Urban Renewal Plan specifically provides for the construction of housing for such families.

## CHAPTER 8 : PROVISIONS FOR MODIFICATION AND TERMINATION

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### Section 801 : Interpretation

Interpretation of the objectives, general conditions, land use and building requirements, and other provisions of this Urban Renewal Plan by the Cambridge Redevelopment Authority shall be final and binding.

### Section 802 : Modification

This Urban Renewal Plan may be modified at any time by the Cambridge Redevelopment Authority, provided, however, that if the general conditions, land use provisions, or other requirements applicable to any part or parcel of land within the project area are modified after the disposition of such part or parcel, such modification shall not be effective with respect to such part or parcel unless and until consented to in writing by the purchaser or lessee, or by his successors or assigns, of such part or parcel, and provided further, that if the proposed modifications of this Urban Renewal Plan will substantially or materially alter or change this Urban Renewal Plan, the proposed modifications shall be approved by the Cambridge City Council and the City Manager, and by the Division of Urban Renewal of the Massachusetts Department of Community Affairs.

### Section 803 : Duration and Termination

This Urban Renewal Plan shall be maintained and in effect for a period of thirty (30) years from and after the date of the original approval of this Urban Renewal Plan by the Cambridge City Council, provided, however, that the provisions of Section 604 shall remain in effect for a period of one hundred (100) years from and after such date.

EXHIBIT A : DESCRIPTION OF THE PERIMETER BOUNDARY

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The project area is described as follows:

That certain tract of land, referred to as the Walden Square Urban Renewal Area, situated in the City of Cambridge, County of Middlesex, Commonwealth of Massachusetts, and bounded generally as follows:

Beginning at a point, said point being the intersection of the northerly sideline of Richdale Avenue and the extension of the easterly sideline of Raymond Street;

Thence, running southerly across Richdale Avenue and along the easterly sideline of Raymond Street, one hundred six (106) feet more or less, to a point;

Thence, turning and running westerly across Raymond Street and by land now or formerly of Leo and Rose Mary Bertoli, one hundred twenty-six (126) feet more or less, to a point;

Thence, turning and running southerly by land now or formerly of Leo and Rose Mary Bertoli, by land now or formerly of Rita M. and Allen B. MacGillivray, and by land now or formerly of Domenic and Rosa Spartichino, one hundred sixty-two (162) feet more or less, to a point;

Thence, turning and running westerly by land now or formerly of the Cambridge Housing Authority, two hundred eighty-two (282) feet more or less, to a point;

Thence, turning and running southerly by land now or formerly of the Cambridge Housing Authority, ninety-seven (97) feet more or less, to a point;

Thence, turning and running westerly by land now or formerly of Albert E. and Shirley E. Kelso, and by land now or formerly of Julio P. and Helen M. Labo, sixty (60) feet more or less, to a point;

Thence, turning and running northerly by land now or formerly of Cambridge Friends School, Incorporated, three hundred sixty-four (364) feet more or less, to a point;

Thence, turning and running westerly, again by land now or formerly of Cambridge Friends School, Incorporated, and by land now or formerly of Max Wasserman, four hundred twenty-six (426) feet more or less, to a point;

Thence, turning and running northerly by land now or formerly of Max Wasserman, one hundred forty-four (144) feet more or less, to a point;

Thence, turning and running northwesterly, again by land now or formerly of Max Wasserman, eighty-four (84) feet more or less, to a point;

Thence, turning and running northerly by land now or formerly of Anthony P. DiNardo, forty-two (42) feet more or less, to a point;

Thence, turning and running westerly by land now or formerly of Anthony P. DiNardo and across Sherman Street to the westerly sideline of Sherman Street, one hundred twenty (120) feet more or less, to a point;

Thence, turning and running northerly along the westerly sideline of Sherman Street, ninety (90) feet more or less, to a point;

Thence, turning and running easterly across Sherman Street and by land now or formerly of William L. and Anna J. Roch, one hundred thirty-five (135) feet more or less, to a point;

Thence, turning and running northerly by land now or formerly of William L. and Anna J. Roch, eighty-eight (88) feet more or less, to a point;

Thence, turning and running easterly by land now or formerly of Michael and Filomena Ancietto to the westerly sideline of Blair Place, one hundred (100) feet more or less, to a point;

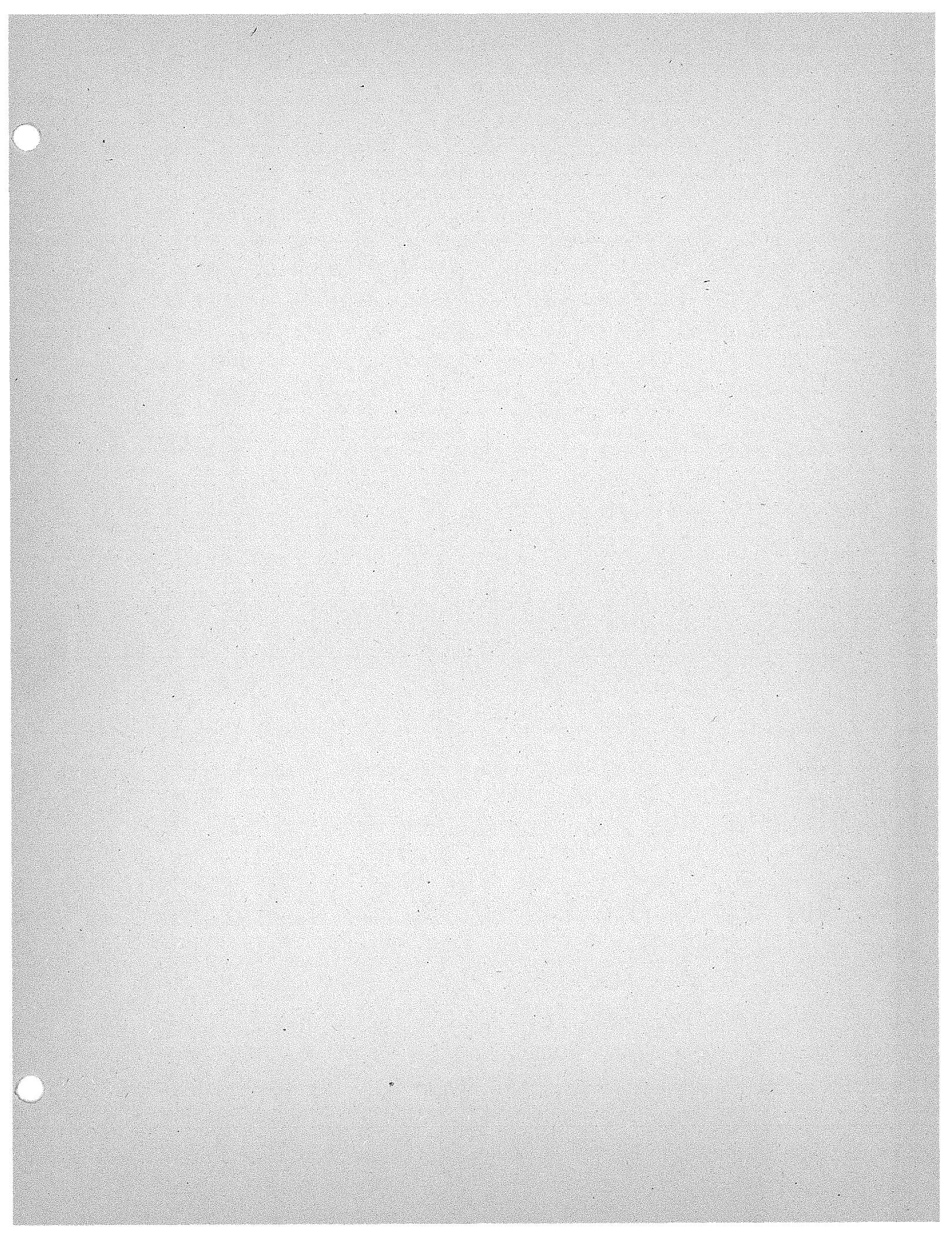
Thence, turning and running northerly along the westerly sideline of Blair Place, fifteen (15) feet more or less, to a point;

Thence, turning and running easterly across Blair Place and by land now or formerly of Edward F. and Blanche McGuinness, one hundred seventy-five (175) feet more or less, to a point;

Thence, turning and running northerly by land now or formerly of Edward F. and Blanche McGuinness, and by land now or formerly of William F. and Clara M. Sears to the southerly sideline of Bolton Street, one hundred twenty-three (123) feet more or less, to a point;

Thence, turning and running generally easterly along the southerly sideline of Bolton Street, and by said sideline extended, a total of six hundred eighty (680) feet more or less, to the point of beginning.

Said perimeter boundary is shown on Map 1 : Property Map, which is attached as Exhibit B to the Urban Renewal Plan for the Walden Square Area.





WALDEN SQUARE URBAN RENEWAL AREA  
CAMBRIDGE REDEVELOPMENT AUTHORITY

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URBAN RENEWAL PLAN  
APPROVED AMENDMENT NO. 1

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JUNE 1969

URBAN RENEWAL PLAN / AMENDMENT NO. 1  
PROJECT NO. MASS. R-135

Walden Square Urban Renewal Area  
Cambridge Redevelopment Authority  
Cambridge • Massachusetts

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CHECKLIST OF APPROVALS

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Plan Amendment No. 1 approved by Authority . . . . . June 11, 1969  
Plan Amendment No. 1 submitted to City Council . . . . . June 16, 1969  
Public hearing approved by City Council . . . . . June 16, 1969  
Plan Amendment No. 1 submitted to Planning Board . . . . . June 16, 1969  
Plan findings made by Planning Board . . . . . June 17, 1969  
Public hearing notice given by City Clerk . . . . . June 19, 1969  
Public hearing notice given to Historical Commissions June 20, 1969  
Public hearing notice given by City Clerk . . . . . June 26, 1969  
Public hearing held by City Council . . . . . June 30, 1969  
Plan Amendment No. 1 approved by City Council . . . . . June 30, 1969  
Plan Amendment No. 1 approved by City Manager . . . . . June 30, 1969  
Plan, as amended, submitted to MDCA . . . . . July 14, 1969  
Plan, as amended, submitted to HUD . . . . . July 14, 1969

Whereas, the Cambridge Redevelopment Authority desires to modify as hereinafter set forth certain provisions of the urban renewal plan known as the "Urban Renewal Plan, Walden Square Urban Renewal Area, Project No. Mass. R-135", approved March 19, 1969;

Now, therefore, said Plan is hereby modified as follows:

1. A Section 202 of the Plan is added so as to read as follows:

"Section 202 : Real Property Designated to be Acquired  
Under Special Conditions

All rights, title, and interests in property, containing approximately 18,800 square feet and shown generally as Parcel A on Map 1 : Property Map, which is attached hereto as Exhibit B of this Urban Renewal Plan and made a part hereof as if fully set forth herein, will be acquired on condition that the Authority deliver or tender for delivery to the owner of said Parcel A a deed to certain property containing approximately 18,300 square feet and shown generally as Parcel B on said Map 1, which deed will be given subject to this Urban Renewal Plan and such covenants as may be required by law or the Department of Housing and Urban Development".

2. Section 401 of the Plan is amended by inserting the following new sentence at the end thereof:

"At least a majority of the housing units provided in the project area shall be for families or individuals of low and moderate income and at least twenty percent (20%) of the total of the housing units provided in the project area shall be for families or individuals of low income".

3. Exhibit A of the Plan is amended so as to read as set forth in the form of the amended Exhibit A attached hereto.

4. The maps identified in Sections 101 and 401 of the Plan and referred to elsewhere in the Plan and annexed as Exhibits B and C thereto are hereby revised to reflect changes in accordance with this Amendment, and the following revised maps, copies of which are annexed to this Amendment

No. 1, are substituted in lieu thereof, respectively, so that any and all references to any map identified in Sections 101 and 401 shall thereafter mean the revised map hereby substituted in lieu thereof:

Exhibit B : Property Map, revised June 11, 1969.

Exhibit C : Proposed Land Use Plan, revised June 11, 1969.

The project area is described as follows:

That certain tract of land, referred to as the Walden Square Urban Renewal Area, situated in the City of Cambridge, County of Middlesex, Commonwealth of Massachusetts, and bounded generally as follows:

Beginning at a point, said point being the intersection of the northerly sideline of Richdale Avenue and the extension of the easterly sideline of Raymond Street;

Thence, running southerly across Richdale Avenue and along the easterly sideline of Raymond Street, one hundred six (106) feet more or less, to a point;

Thence, turning and running westerly across Raymond Street and by land now or formerly of Leo and Rose Mary Bertoli, one hundred twenty-six (126) feet more or less, to a point;

Thence, turning and running southerly by land now or formerly of Leo and Rose Mary Bertoli, by land now or formerly of Rita M. and Allen B. MacGillivray, and by land now or formerly of Domenic and Rosa Spartichino, one hundred sixty-two (162) feet more or less, to a point;

Thence, turning and running westerly by land now or formerly of the Cambridge Housing Authority, two hundred eighty-two (282) feet more or less, to a point;

Thence, turning and running southerly by land now or formerly of the Cambridge Housing Authority, ninety-seven (97) feet more or less, to a point;

Thence, turning and running westerly by land now or formerly of Albert E. and Shirley E. Kelso, and by land now or formerly of Julio P. and Helen M. Labo, sixty (60) feet more or less, to a point;

Thence, turning and running northerly by land now or formerly of Cambridge Friends School, Incorporated, three hundred (300) feet more or less, to a point;

Thence, turning and running westerly, across land now or formerly of Cambridge Friends School, Incorporated, sixty (60) feet more or less to a point;

Thence, turning and running southwesterly, again across land now or formerly of Cambridge Friends School, Incorporated, three hundred fifty-five (355) feet more or less, to a point;

Thence, turning and running northerly by land now or formerly of Max Wasserman, forty-five (45) feet more or less, to a point;

Thence, turning and running southwesterly, again by land now or formerly of Max Wasserman, fourteen (14) feet more or less, to a point;

Thence, turning and running northerly again by land now or formerly of Max Wasserman, one hundred forty-four (144) feet more or less, to a point;

Thence, turning and running northwesterly, again by land now or formerly of Max Wasserman, eighty-four (84) feet more or less, to a point;

Thence, turning and running northerly by land now or formerly of Anthony P. DiNardo, forty-two (42) feet more or less, to a point;

Thence, turning and running westerly by land now or formerly of Anthony P. DiNardo and across Sherman Street to the westerly sideline of Sherman Street, one hundred twenty (120) feet more or less, to a point;

Thence, turning and running northerly along the westerly sideline of Sherman Street, ninety (90) feet more or less, to a point;

Thence, turning and running easterly across Sherman Street and by land now or formerly of William L. and Anna J. Roch, one hundred thirty-five (135) feet more or less, to a point;

Thence, turning and running northerly by land now or formerly of William L. and Anna J. Roch, eighty-eight (88) feet more or less, to a point;

Thence, turning and running easterly by land now or formerly of Michael and Filomena Ancietto to the westerly sideline of Blair Place, one hundred (100) feet more or less, to a point;

Thence, turning and running northerly along the westerly sideline of Blair Place, fifteen (15) feet more or less, to a point;

Thence, turning and running easterly across Blair Place and by land now or formerly of Edward F. and Blanche McGuinness, one hundred seventy-five (175) feet more or less, to a point;

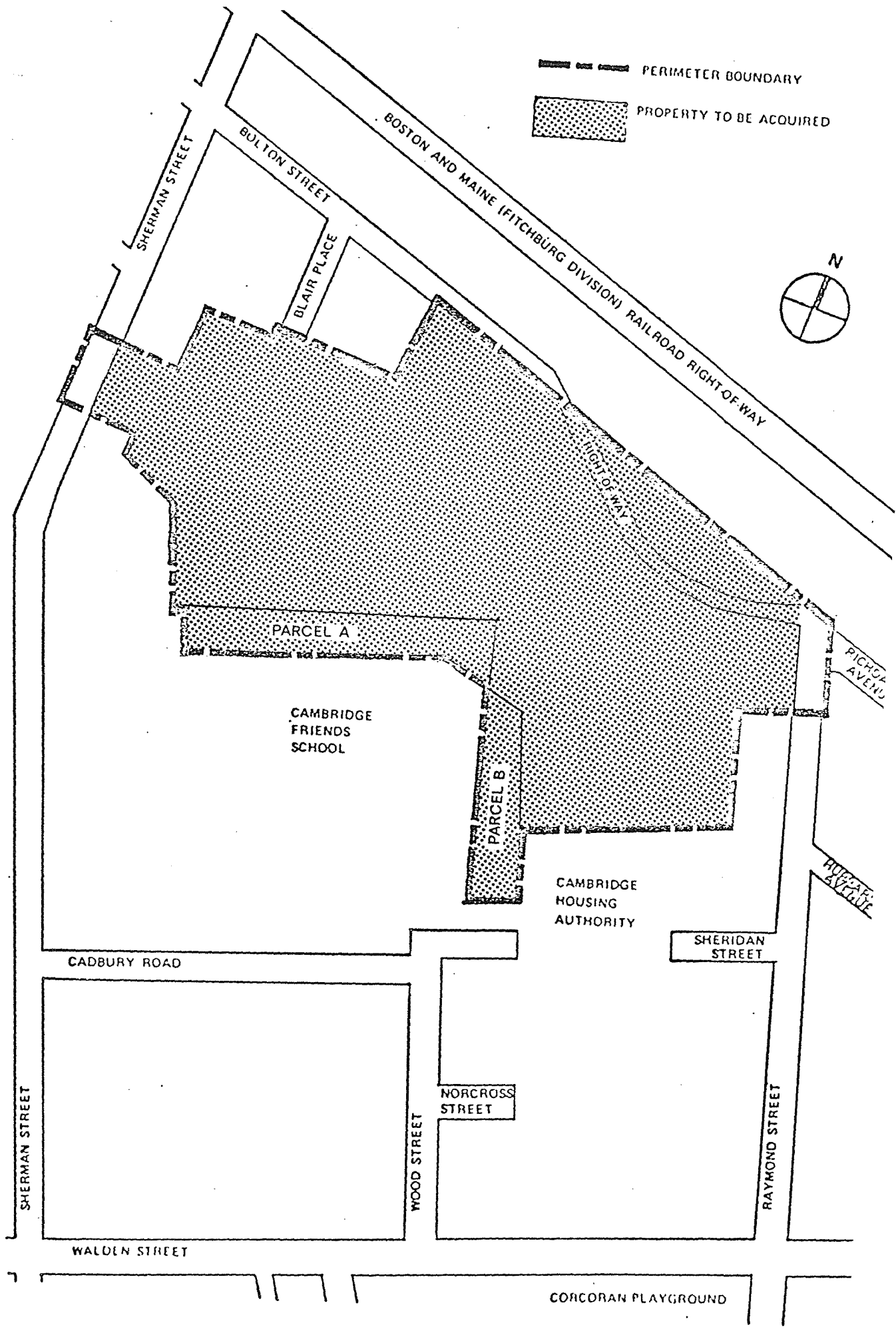
Thence, turning and running northerly by land now or formerly of Edward F. and Blanche McGuinness, and by land now or formerly of William F. and Clara M. Sears to the southerly sideline of Bolton Street, one hundred twenty-three (123) feet more or less, to a point;

Thence, turning and running generally easterly along the southerly sideline of Bolton Street, and by said sideline extended, a total of six hundred eighty (680) feet more or less, to the point of beginning.

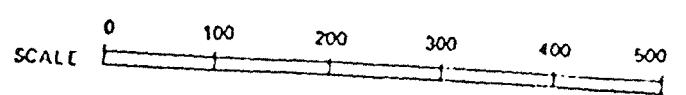
Said perimeter boundary is shown on Map 1 : Property Map, which is attached as Exhibit B to the Urban Renewal Plan for the Walden Square Area.

\* Amendment No. 1, dated June 11, 1969.


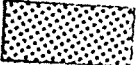

ST. PETER'S FIELD

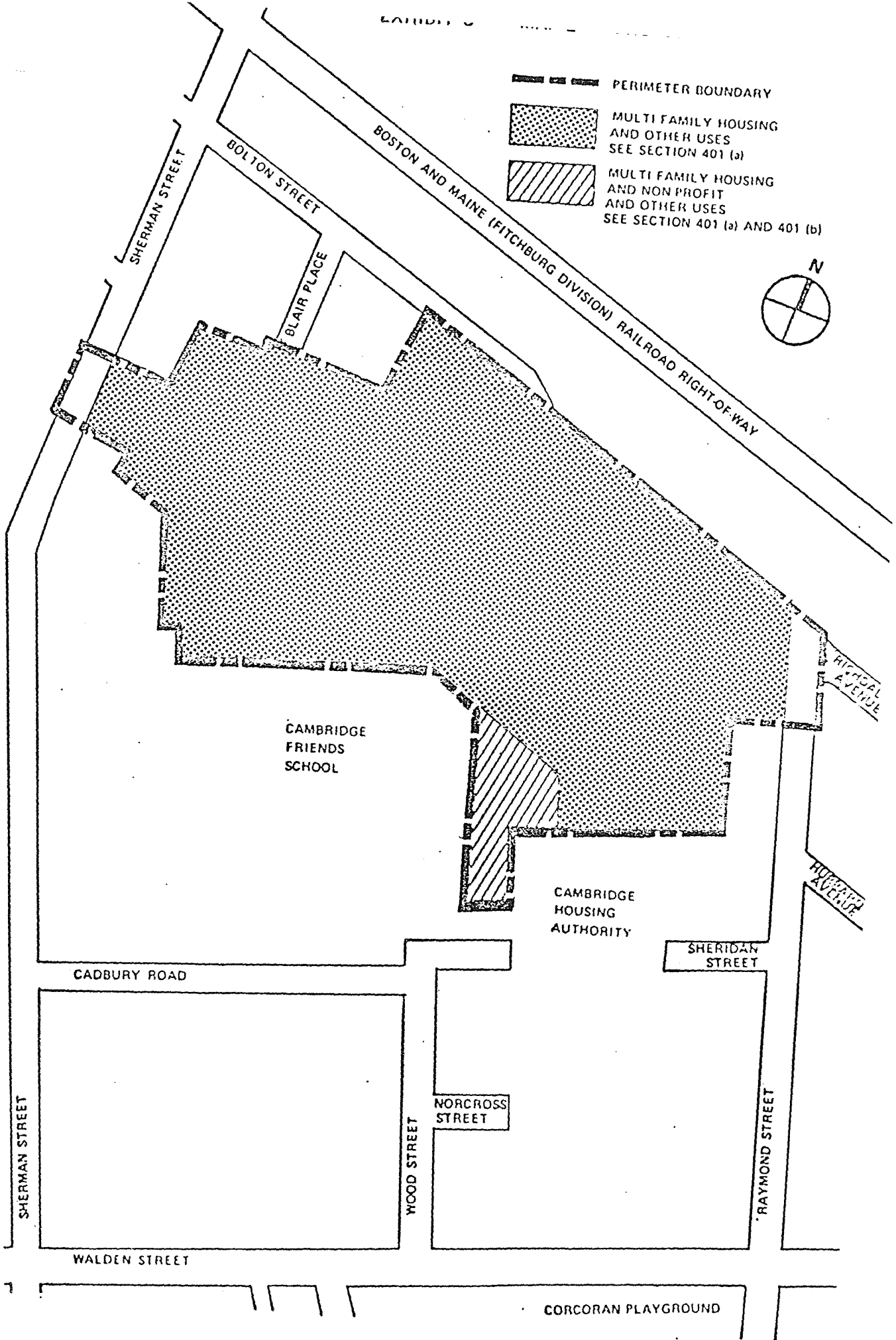
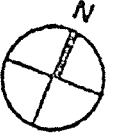


REVISED JUNE 11, 1969



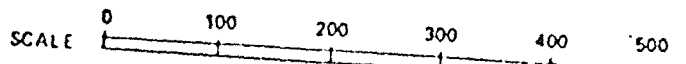


-  PERIMETER BOUNDARY
-  MULTI FAMILY HOUSING AND OTHER USES SEE SECTION 401 (a)
-  MULTI FAMILY HOUSING AND NON PROFIT AND OTHER USES SEE SECTION 401 (a) AND 401 (b)



ST. PETER'S FIELD

REVISED JUNE 11, 1969



**Attachment B**  
**Walden Square Urban Renewal Area Deed / Tract Number 2**

1122  
WALDEN SQUARE URBAN RENEWAL AREA  
CAMBRIDGE REDEVELOPMENT AUTHORITY

JOHN L. TOBIN, ESQ.  
One Church Court  
Charlestown, MA 02129

DEED / TRACT NUMBER 2

1122/37 0575  
CAMBRIDGE REDEVELOPMENT AUTHORITY, a public body, politic and corporate, duly organized and existing pursuant to the laws of Massachusetts and having its usual place of business in the City of Cambridge, County of Middlesex, Massachusetts, in consideration of \$500.00 paid, grants unto Walden Square Limited Partnership, a Massachusetts Limited Partnership c/o The Boston Financial Group Incorporated, ~~One Post Office Square, 14th Floor, Boston, MA 02109,~~ with QUITCLAIM COVENANTS, the land in said City of Cambridge, described as follows:

\*GENERAL PARTNER: BOSTON FINANCIAL GROUP  
TLC

225 Franklin St.  
Boston MA.  
02110

A certain parcel of land situated in Cambridge, Middlesex County, Massachusetts shown as Tract 2 on a plan entitled "Cambridge Redevelopment Authority, Walden Square Urban Renewal Area, Project No. Mass. R-135, Tract Disposition and Easement Plan", dated August 1971, prepared by Fay, Spofford & Thorndike, Inc., Engineers, Lexington, Massachusetts, which plan is recorded with Middlesex South District Registry of Deeds at Book 12064, Page 329, all as bounded and described in EXHIBIT A attached hereto and made a part hereof.

The Grantee, for itself and its successors and assigns, hereby covenants and agrees that the Grantee, and its successors and assigns:

(1) shall devote the granted premises to and only to and in accordance with the uses specified in the Urban Renewal Plan for the Walden Square Project, dated March, 1969, and as the same has been and may from time to time be amended in accordance with the provisions therein contained, and a copy of which plan, as presently constituted, is on file in the office of the City Clerk of the City of Cambridge;

(2) shall not discriminate upon the basis of race, color, religion, sex, or national origin in the sale, lease, or rental, or in the use or occupancy of the granted premises, or any improvements erected or to be erected thereon, or any part thereof;

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

(4) shall give preference in the selection of tenants for dwelling units built on the granted premises to families displaced from the Walden Square Project Area because of clearance and redevelopment activity who desire to live in such dwelling units and who will be able to pay rents or prices charged other families for similar or comparable dwelling units built as a part of the same redevelopment;

(5) shall improve, maintain and keep open the granted premises for open recreational space reuse by the Grantee, and its successors and assigns; shall not construct any building on the granted premises except a structure accessory to a building located on the property identified in paragraph (8) hereof and, in any event, only with the prior written consent of the Grantor after submission of plans and specifications therefor to the Grantor for approval (it being understood and agreed that the decision of the Grantor regarding the interpretation of the standards and controls or other provisions of the Urban Renewal Plan and this Deed shall be final and binding); and shall commence the building of such structures or improvements to the granted premises within thirty (30) calendar days after said approval, written notice of such approval to be given by the Grantor to the Grantee promptly;

TRACT 2 - WALDEN SQUARE URBAN RENEWAL AREA  
MASSACHUSETTS PROJECT NO. R-135

(6) shall not construct any structures or improvements on the granted premises except in conformity with the approved plans and specifications and the Urban Renewal Plan; and shall, during any such construction comply with the Equal Employment Opportunity requirements set forth in EXHIBIT B attached hereto and made a part hereof insofar as applicable;

(7) after any structure or improvements constructed on the granted premises shall have been completed, shall not, without the prior written approval of the Grantor, reconstruct, demolish or subtract therefrom or make any additions thereto or extensions thereof, which would not be in accordance with the Urban Renewal Plan; and

(8) shall not, without the written consent of the Grantor, transfer the granted premises or any part thereof except at the same time and to the same transferee as the adjoining property owned by the Grantee and described in the deed to the Grantee, recorded in Middlesex South District Registry of Deeds, Book 12064, Page 329, is transferred, and shall not, without such consent, transfer such adjoining property or any part thereof except at the same time and to the same transferee as the granted premises are transferred.

The agreements and covenants in said paragraphs (1), (4), (5), (6), (7) and (8), and all rights and obligations under any of said agreements and covenants, shall be in force and effect until March 19, 1999; and the agreements and covenants in paragraphs (2) and (3), and all rights and obligations under said agreements and covenants shall be in force and effect until the expiration of one hundred (100) years from the date of this Deed; provided, however, that the foregoing provisions shall not abate, or be a ground for the abatement of, any action, suit, or other legal proceeding instituted prior to the termination of the agreements and covenants; and provided further that such agreements and covenants shall be binding on the Grantee, itself, each successor in interest to the granted premises, and every part thereof, and each party in possession or occupancy of, the granted premises, or part thereof. The terms "uses specified in the Urban Renewal Plan" and "land use" referring to provisions of the Urban Renewal Plan, or similar language, in this Deed shall include the land and all building, housing, and other requirements or restrictions of the Urban Renewal Plan pertaining to such land.

In amplification, and not in restriction, of the provisions hereof, it is intended and agreed that the Grantor, and its successors and assigns, and the City of Cambridge, shall be deemed beneficiaries of the agreements and covenants provided in the foregoing paragraphs (1) to (8), both inclusive, and the United States of America shall be deemed a beneficiary of the covenants provided in paragraphs (2) and (3), both for and in their own rights and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall run in favor of the Grantor, its successors and assigns, the City of Cambridge, and the United States of America, for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the Grantor, its successors and assigns, to City of Cambridge, and the United States of America, for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the Grantor, its successors and assigns, the City of Cambridge, or the United States of America has at any time, remains, or is an owner of land or interest therein to or in favor of which such agreements and covenants relate. The Grantor, its successors and assigns, and the City of Cambridge shall have the right in the event of any breach of any such agreement or covenant, and the United States of America shall have the right in the event of any breach of the agreements and covenants provided in paragraphs (2) and (3), to exercise all the rights and remedies, and to maintain any actions or suits at law

or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

The agreements and covenants provided in the foregoing paragraphs (1) to (8), both inclusive, shall be covenants running with the land and they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise herein specifically provided, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the Grantor, its successors and assigns, the City of Cambridge, and any successor in interest to the granted premises, or any part thereof, and the United States of America [in the case of the covenants provided in paragraphs (2) and (3)] against the Grantee, its successors and assigns and every successor in interest to the granted premises, or any part thereof or any interest therein, and any party in possession or occupancy of the granted premises or any part thereof.

This conveyance is made subject to the additional covenants of the Grantee with respect to the granted premises and the terms and conditions set forth in EXHIBIT C, attached hereto, and made a part hereof. All said additional covenants of the Grantee and said terms and conditions contained in said EXHIBIT C (but not including the agreements and covenants hereinbefore set forth and stated to run with the land) shall terminate with respect to the granted premises upon the recording of a certificate of completion or improvements to the granted premises executed by the Grantor; and the recording of such a certificate executed by the Grantor shall be a conclusive determination of such satisfaction and termination of said additional agreements, terms and conditions (but not including said agreements and covenants stated to run with the land).

As used herein, the singular includes the plural and the neuter includes both genders, as the context requires.

WITNESS the execution hereof under seal this 12<sup>th</sup> day of ~~October, 1986.~~ MAY, 1987

Attest: (SEAL) CAMBRIDGE REDEVELOPMENT AUTHORITY  
Grantor

Joseph P. Spungworth

By Thomas J. Murphy  
Thomas J. Murphy  
Chairman

Witness:

Maileyn E. Standaide

Walden Square Limited Partnership  
by the Boston Financial Group Inc, its general partner  
by Miley M. Hoppered @, Vice President  
Walden Square Limited Partnership

THE COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

MAY 12, 1987

Then personally appeared the above-named Thomas J. Murphy, and acknowledged the foregoing instrument to be the free act and deed of the Cambridge Redevelopment Authority, before me.

*[Faint notary seal and stamp]*

Joseph F. Sullivan  
Notary Public  
My Commission Expires:  
July 23, 1993

EXHIBIT A

A parcel of land situated in Cambridge, Middlesex County, Massachusetts, shown as Tract 2 on a plan entitled "Cambridge Redevelopment Authority, Walden Square Urban Renewal Area, Project No. Mass. R-135, Tract Disposition and Easement plan", dated August 1971, prepared by Fay, Spofford & Thorndike, Inc., Engineers, Lexington, Massachusetts, which plan is recorded with Middlesex South District Registry of Deeds at Book 12064, Page 329 and which parcel is more particularly bounded and described as follows:

Tract 2

Beginning at a point, said point being the intersection of the northerly property line of land now or formerly of Cambridge Housing Authority and the easterly property line of land now or formerly of Cambridge Redevelopment Authority (Tract 4);

Thence running N26°-04'-50"W by land now or formerly of Cambridge Redevelopment Authority (Tract 4), a distance of one hundred forty and no hundredths (140.00) feet to a point;

Thence turning and running N63°-55'-10"E by land now or formerly of Cambridge Redevelopment Authority (Tract 1), a distance of eighty-four and no hundredths (84.00) feet to a point;

Thence turning and running S26°-04'-50"E again by land now or formerly of Cambridge Redevelopment Authority (Tract 1), a distance of one hundred forty and ten hundredths (140.10) feet to a point;

Thence turning and running S63°-59'-13"W by land now or formerly of Cambridge Housing Authority, a distance of eighty-four and no hundredths (84.00) feet to a point of beginning.

Containing eleven thousand seven hundred sixty-four (11,764) square feet, more or less.

Title reference: Order of Taking by Cambridge Redevelopment Authority, dated June 30, 1970, and recorded with Middlesex South District Deeds, Book 11867, Page 35.

Walden Square Urban Renewal Aea  
Project No. Mass. R-135

EXHIBIT B

---

The Grantee, for itself and its successors and assigns, agrees that:

(a) The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Grantee will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action will include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Grantor setting forth the provisions of this nondiscrimination clause.

(b) The Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The Grantee will include the provisions of Paragraph (a) through (c) of this Exhibit in every contract or purchase order, and will require the inclusion of these provisions in every subcontract entered into by any of its contractors, unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each such contractor, subcontractor, or vendor, as the case may be. The Grantee will take such action with respect to any construction contract, subcontract, or purchase order as the Grantor or Department of Housing and Urban Development may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Grantee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Grantor of the Department of Housing and Urban Development, the Grantee may request the United States to enter into such litigation to protect the interests of the United States.

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Walden Square Urban Renewal Area  
Project No. Mass. R-135

EXHIBIT C

Revesting Title in Grantor Upon Happening of Event  
Subsequent to Conveyance to Grantee.

In the event that subsequent to conveyance of the granted premises to the Grantee, and prior to certification by the Grantor that any structures or improvements to be constructed on the granted premises have been completed:

- (a) the Grantee (or successor in interest) shall default in or violate its obligations with respect to the construction or rehabilitation of any structures or improvements to be constructed on the granted premises (including the nature and the dates for the beginning and completion thereof), or shall abandon or substantially suspend construction or rehabilitation work, and any such default, violation, abandonment, or suspension shall not be cured, ended, or remedied within ninety (90) days (one hundred and eighty (180) days if the default is with respect to the date for completion of construction or rehabilitation of the Improvements) after written demand by the Grantor so to do; or
- (b) the Grantee (or successor in interest) shall fail to pay real estate taxes or assessment on the granted premises when due, or shall place thereon any encumbrance or lien unauthorized by this Deed, or shall suffer any levy or attachment to be made, or any materialmen's or mechanics' lien, or any other unauthorized encumbrance or lien to attach, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the Grantor made for such payment, removal, or discharge, within ninety (90) days after written demand by the Grantor so to do; or
- (c) there is, in violation of this Deed, any transfer of the granted premises or any part thereof, and such violation shall not be cured within sixty (60) days after written demand by the Grantor to the Grantee, then the Grantor shall have the right to reenter and take possession of the granted premises and to terminate (and re-vest in the Grantor) the estate conveyed by this Deed to the Grantee, it being the intent of this provision, together with other provisions of this Deed, that the conveyance of the granted premises to the Grantee shall be made upon a condition subsequent to the effect that in the event of any default, failure, violation, or other action or inaction by the Grantee specified in the foregoing subdivisions (a), (b), and (c), failure on the part of the Grantee to remedy, end, or abrogate such default, failure, violation, or other action or inaction, within the period and in the manner stated in such subdivisions, the Grantor at its option may declare a termination in favor of the Grantor of the title, and of all the rights and interests in and to the granted premises conveyed by the Deed to the Grantee, and that such title and all rights and interests of the Grantee, and any assigns or successors in interest to and in the granted premises shall revert to the Grantor: Provided, That such condition subsequent and any re-vesting of title as a result thereof in the Grantor shall always be subject to and limited by, and shall not defeat, render invalid or limit in any way the lien of any mortgage given for the purpose of obtaining funds for purchasing or improving the granted premises.

ONE HUNDRED AND TWENTY TWO  
DOLLARS  
AND NO CENTS  
18147-226



**Attachment C**  
**Grant of Easement**  
*CRA Easement to City*

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R10.

GRANT OF EASEMENT

CAMBRIDGE REDEVELOPMENT AUTHORITY, a public body, politic and corporate, duly organized and existing pursuant to the laws of The Commonwealth of Massachusetts, and having its usual place of business in Cambridge, Massachusetts, in consideration of ONE DOLLAR (\$1.00) paid, and for other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, assign, and transfer to the CITY OF CAMBRIDGE, a municipal corporation organized and existing under the laws of Massachusetts and having its mailing address at City Hall, 795 Massachusetts Avenue, Cambridge, Massachusetts, all of its right, title and interest in and to the easements reserved to Grantor in the areas identified as follows:

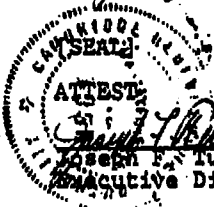
1. "Public Easement" identified in deed from Cambridge Redevelopment Authority to Wellington-Harrington Development Corporation, described in Document No. 529854 and noted on Certificate of Title No. 145638 which is filed in the Middlesex South Registry District of the Land Court at Book 858, Page 88. Said easement is shown on a plan entitled "Cambridge Redevelopment Authority, Wellington-Harrington Urban Renewal Area, Project No. Mass. R-108, Tract Disposition and Easement Plan, Block 32 - Tract Number 38," dated August 9, 1974, prepared by Fay, Spofford & Thorndike, Inc., Engineers, Boston, Mass., which plan is recorded with Middlesex South District Registry of Deeds at Book 12050, Page 530.
2. "Easement No. 1" identified in deed from Cambridge Redevelopment Authority to Wellington-Harrington Development Corporation, dated August 5, 1971, recorded with said Deeds at Book 12050, Page 294.

7/28/82 - ok take Care.

3. "Easement No. 1" and "Easement No. 2" identified in deed from Cambridge Redevelopment Authority to Walden Square Apartments Company, dated August 27, 1971, recorded with said Deeds at Book 12064, Page 316.

Included in the within grant, assignment and transfer are all of the Grantor's right, title and interest in and to sidewalks, curbs, trees, benches, underground utility lines, pipes, mains, sewers, and other systems and improvements installed in said easement areas.

WITNESS the execution hereof under seal the 27 day of July, 1982.



CAMBRIDGE REDEVELOPMENT AUTHORITY

By: Thomas J. Murphy  
Thomas J. Murphy  
Vice-Chairman

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

July 27

. 1982

Then personally appeared before me Thomas J. Murphy, Vice-Chairman of Cambridge Redevelopment Authority, and acknowledged the foregoing instrument to be the free act and deed of Cambridge Redevelopment Authority.

Robert A. [Signature]  
Notary Public  
My Commission Expires July 27 1983



**Attachment D**  
**Walden Square Apartment Proposed Open Space Plan**

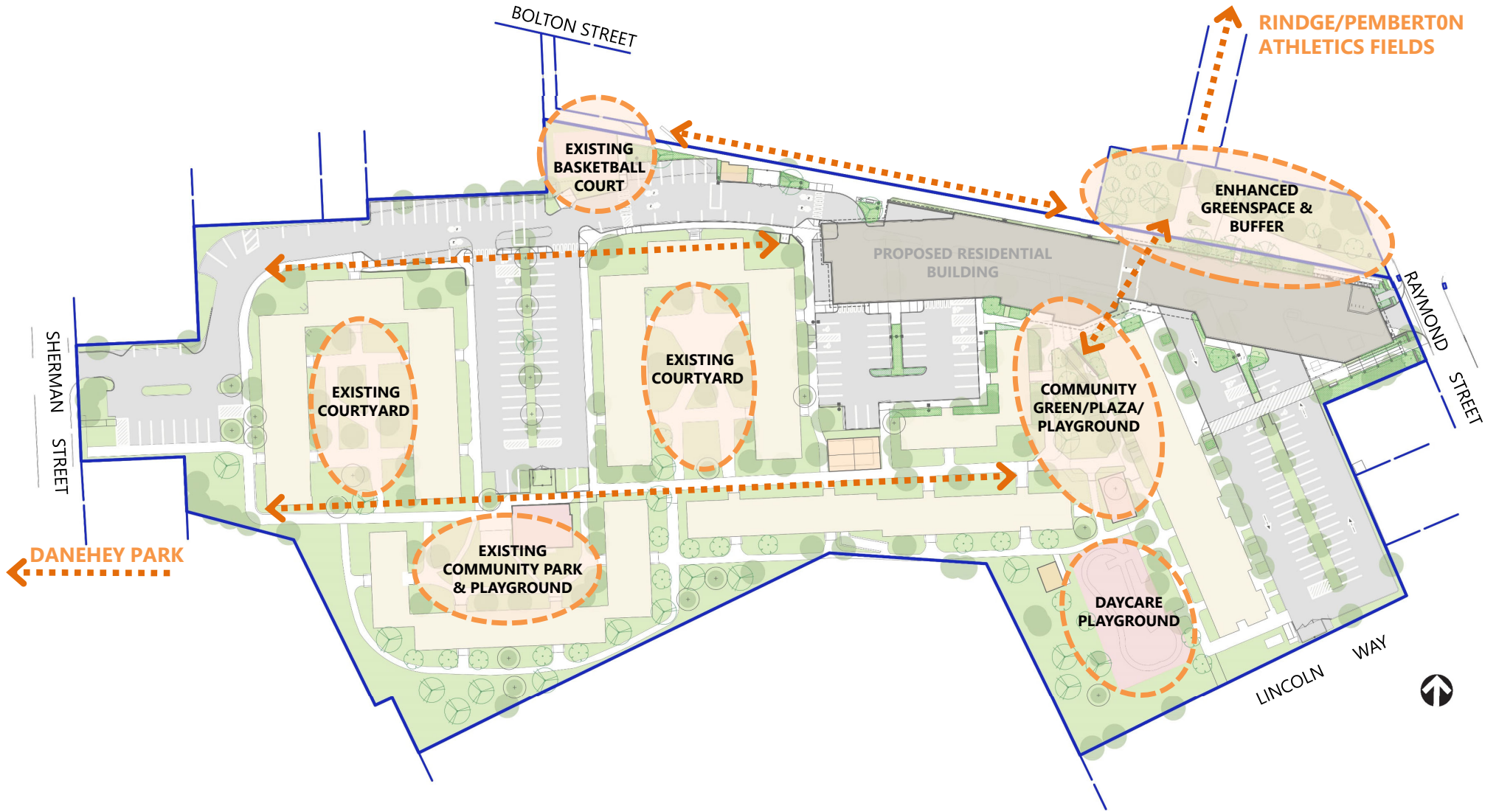




## Existing Condition Open Space

Cambridge, MA | Walden Square Apartments





## Previously Proposed Open Space

Cambridge, MA | Walden Square Apartments





## Currently Proposed Open Space

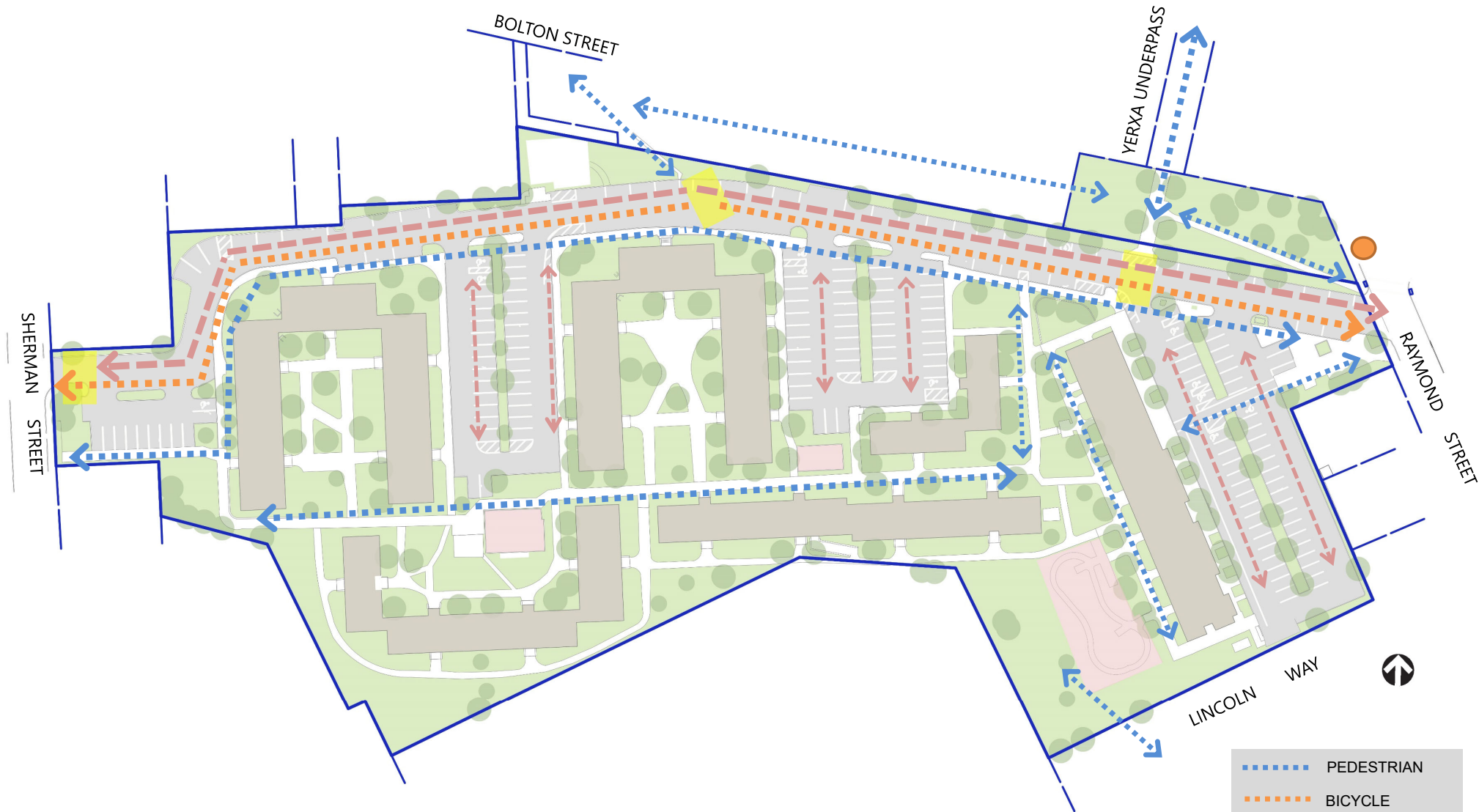
Cambridge, MA | Walden Square Apartments



**Attachment E**  
**Walden Square Apartment Proposed Circulation Plan**





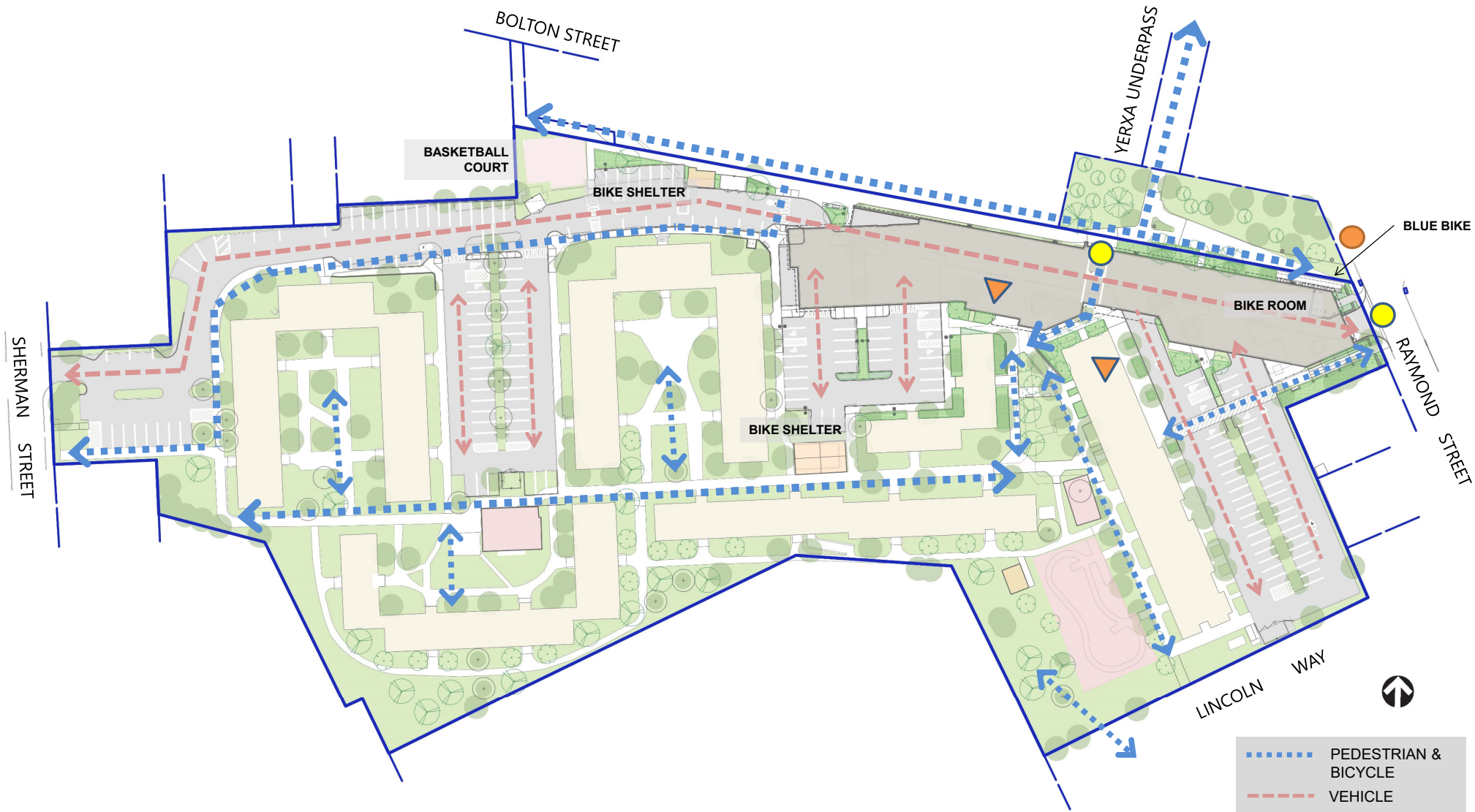


- - - - - PEDESTRIAN
- - - - - BICYCLE
- - - - - VEHICLE
- CONFLICT AREA
- BUS STOP



## Existing Circulation

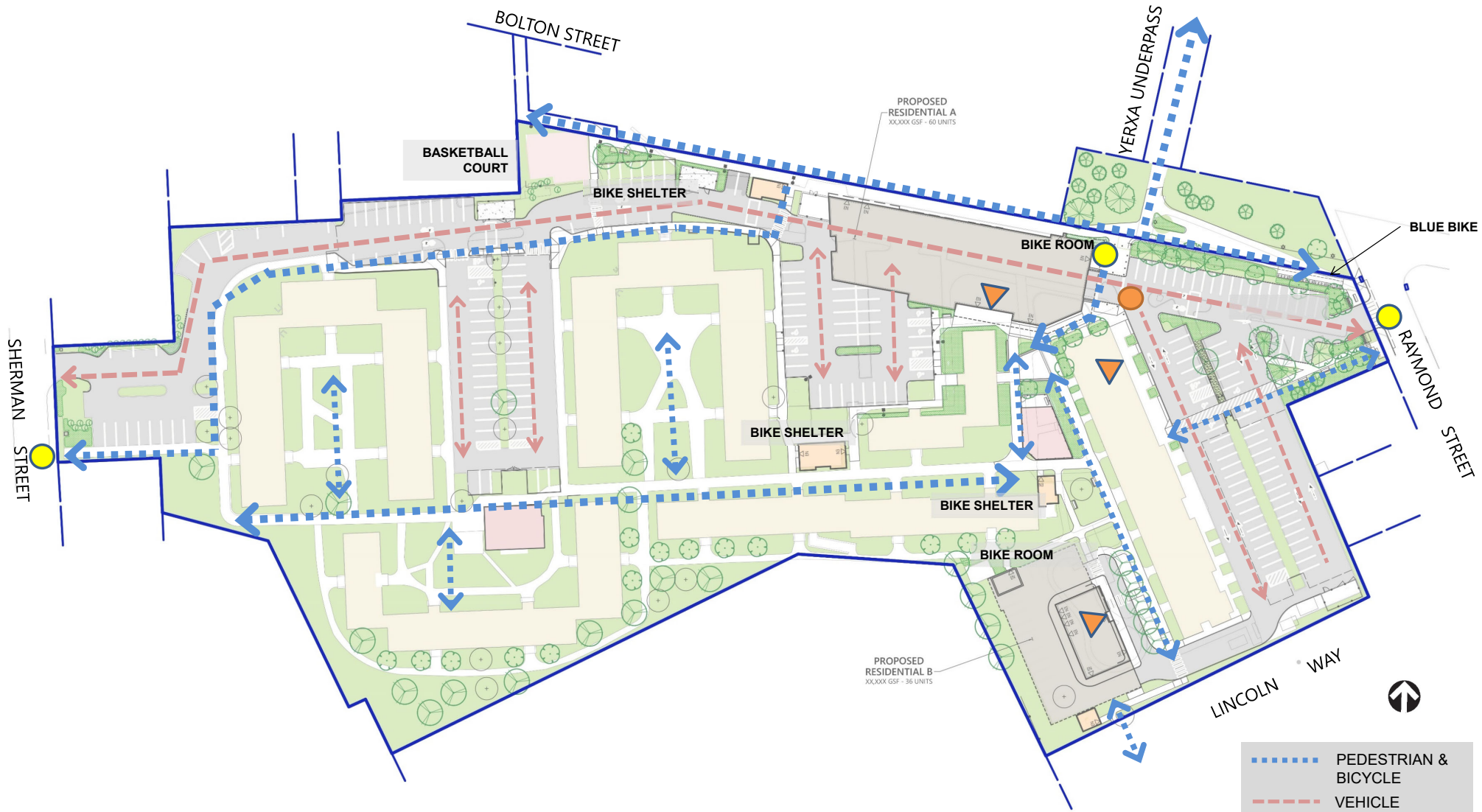
Cambridge, MA | Walden Square Apartments



- - - - - PEDESTRIAN & BICYCLE
- - - - - VEHICLE
- ▲ MAIN ENTRANCE
- ENHANCED GATEWAY
- BUS STOP

**Previously Proposed Circulation**  
 Cambridge, MA | Walden Square Apartments





**Currently Proposed Circulation**  
 Cambridge, MA | Walden Square Apartments

