

POINT PARK MAINTENANCE AND EASEMENT AGREEMENT

-by and among-

CAMBRIDGE REDEVELOPMENT AUTHORITY

-and-

CAMBRIDGE CENTER ASSOCIATES

-and-

ONE CAMBRIDGE CENTER TRUST

Date: September 16, 1987

RECORDED AT 10:00 AM SEP 21 1987

SEE PLAN IN RECORD BOOK 18560 PAGE 507

INDEX

	Page
Background Facts .....	1
1. Construction of the Point Park by CRA .....	5
2. Basic Maintenance of the Public Open Space .....	6
a. By CRA .....	6
b. Transfer of Basic Maintenance by CRA .....	7
(i) CRA Election to Transfer Basic Maintenance .....	7
(ii) One CCT Responsibility for Basic Maintenance .....	7
(iii) Plans and Specifications Review .....	8
(iv) Equipment .....	9
c. MBTA Power Substation Maintenance .....	10
d. Banners Program .....	10
e. Art Program .....	10
3. Capital Repair and Replacement .....	10
a. Obligation .....	10
4. Rights to Perform Maintenance, Repair, Reconstruction, Replacement or Restoration .....	12
a. CRA Rights Upon One CCT Default .....	12
b. One CCT Reimbursement .....	13
5. Public's Right of Access on the Point Park .....	13
a. Public Open Space .....	13
b. Turnaround Roadway .....	14
6. One CCT's Rights Respecting the Point Park .....	15
a. Access for Repairs to Building .....	15
b. Covenant Not to Build On Point Park .....	16
7. Construction and Maintenance of the Turnaround Roadway .....	16
a. Construction of the Turnaround Roadway .....	16
b. Performance of Roadway Maintenance .....	17
c. Dedication of the Turnaround Roadway as a Public Roadway .....	17
8. Security of Persons and Property in the Point Park .....	18

	Page
9. Insurance Requirements .....	18
a. Required Liability Insurance .....	18
b. One CCT .....	18
c. CRA .....	18
10. Indemnity .....	20
a. One CCT Indemnification of CRA .....	20
b. CRA Indemnification of One CCT .....	20
11. Notice .....	21
a. Method .....	21
b. When Deemed Given .....	22
12. Successor .....	22
a. CRA .....	22
b. One CCT .....	22
13. Force Majeure .....	22
14. Arbitration .....	23
15. Nature of Easements .....	23
a. Existing Easements .....	23
b. Termination and Modification of Easement Areas .....	23
16. Miscellaneous .....	24
a. Elevations .....	24
b. Future Actions .....	24
17. Exhibit A: Easement Plan .....	
18. Exhibit B: Public Open Space Legal Description .....	
19. Exhibit C: Turnaround Roadway Legal Description .....	
20. Exhibit D: Open Space Tract Legal Description .....	
21. Exhibit E: Tract VI Easement Area Legal Description .....	

- 22. Exhibit F: Tract VI Legal Description .....
- 23. Exhibit G: MBTA Easements .....
- 24. Exhibit H: Public Open Space Maintenance .....

POINT PARK MAINTENANCE AND EASEMENT AGREEMENT

THIS MAINTENANCE AND EASEMENT AGREEMENT made as of the day of September 16, 1987, by and among CAMBRIDGE REDEVELOPMENT AUTHORITY, a public body politic and corporate (which, together with any successor public body or officer hereafter designated by or pursuant to law, is hereinafter referred to as the "CRA"), organized and existing pursuant to Massachusetts law and having its office at 336 Main Street, Cambridge, Massachusetts; and CAMBRIDGE CENTER ASSOCIATES (the "Developer"), a Massachusetts partnership, the co-partners of which are Mortimer B. Zuckerman and Edward H. Linde, with a present mailing address c/o Boston Properties (a Massachusetts trust hereinafter referred to as "Boston Properties"), 8 Arlington Street, Boston, Massachusetts; and the Trustees of ONE CAMBRIDGE CENTER TRUST ("One CCT"), u/d/t dated May 14, 1985 and recorded with Middlesex South District Registry of Deeds on June 13, 1985, in Book 16221, Page 413, as amended by First Amendment to Trust dated July 31, 1986 and recorded with said Registry of Deeds on September 26, 1986, in Book 17438, Page 23, with a present mailing address c/o Boston Properties at its address as aforesaid.

W I T N E S S E T H T H A T:

The following are facts which form the background for this Agreement:

A. Pursuant to the terms of that certain "Development Agreement" between the CRA and the Developer dated June 11, 1979, as amended, the Developer is designated Developer of Parcel 3 and Parcel 4 of the Kendall Square Urban Renewal Project Area so

designated under the Kendall Square Urban Renewal Plan, as amended (the "Urban Renewal Plan"). The Development Agreement provides for the disposition by the CRA, and the purchase and redevelopment in stages over a period of years, of individual tracts of land within Parcel 3 and Parcel 4, in accordance with the terms of Supplemental Land Disposition Contracts ("SLDC's") between the CRA and the Developer or its designee concerning the particular tracts so to be purchased and redeveloped.

B. Pursuant to such a Supplemental Land Disposition Contract dated September 16, 1987 (the "Tract VI SLDC") between the CRA and the Developer, concurrently herewith One CCT, the Developer's designee, has acquired fee simple title, subject to and with the benefit of the provisions of this Agreement, to a particular parcel ("Tract VI") described in Exhibit F "Tract VI Legal Description" annexed hereto and shown as Tract VI on a Plan (the "Easement Plan") dated July 16, 1987, revised August 17, 1987 titled "Easement Plan in Cambridge, Mass.", Scale: 1" = 40', prepared for Boston Properties by Allen, Demurjian, Major & Nitsch, Inc., which Easement Plan consists of one sheet and is annexed hereto as Exhibit A "Easement Plan". The Developer has agreed to construct a certain building and ancillary improvements (the "Building") upon Tract VI. Tract VI is located within Parcel 4.

C. Within Parcel 4, affiliates of the Developer own, in fee, and have completed buildings on, Tracts I, II, III and IV, as shown on Exhibit A "Easement Plan" annexed hereto, and the CRA owns in fee the remaining land, also shown on Exhibit A "Easement

Plan". The term "Parcel 4" as used hereafter in this Agreement shall refer to said Parcel 4 exclusive of any Tracts previously conveyed by the CRA to affiliates of the Developer.

D. As contemplated by the Development Agreement and the latest approved Master Plan Framework and Concept Design Plan for Parcels 3 and 4, the CRA shall construct a public open space (the "Public Open Space") as shown on Exhibit A "Easement Plan" and described in Exhibit B "Public Open Space Legal Description" and turnaround vehicular roadway (the "Turnaround Roadway") as shown on Exhibit A "Easement Plan" and described in Exhibit C "Turnaround Roadway Legal Description" (together, the "Point Park") partially on land (the "Open Space Tract"), which it owns east of Tract VI on Parcel 4, and partially on land owned by the City of Cambridge which lies within Broadway and Main Street, all as shown on Exhibit A "Easement Plan" and described in Exhibit D "Open Space Tract Legal Description" and partially on a portion of Tract VI (the "Tract VI Easement Area") as shown on Exhibit A "Easement Plan" and described in Exhibit E "Tract VI Easement Area Legal Description" abutting said Open Space Tract. The Public Open Space and the Turnaround Roadway shall be called the Point Park until such time as the CRA may change the name thereof. One CCT owns Tract VI subject to easements granted to the Massachusetts Bay Transportation Authority ("MBTA"), for its rapid transit facilities, as described in Exhibit G "MBTA Easements" annexed hereto. The CRA's obligation to construct the Point Park under this Agreement or the Development Agreement

shall be conditioned upon the approval by One CCT of the plans and specifications for the improvements to be made by the CRA to the Public Open Space (but not to the Turnaround Roadway).

The term "Point Park" as used herein shall refer to the land previously defined, that is, the Public Open Space and the Turnaround Roadway, together with improvements to the Public Open Space and the Turnaround Roadway constructed at grade level. The Development Agreement provides that the Public Open Space (but not the Turnaround Roadway) shall be maintained, repaired and replaced by the Developer or its designees.

It is the mutual goal of the parties to this Agreement that the Point Park be permanently dedicated to open space and roadway activities related to the public improvements program of the CRA, be free of permanent structures except as otherwise provided herein, stimulate and enhance pedestrian activities in that area, and facilitate local vehicular circulation on Parcel 4. In furtherance of that goal and as part of its public improvements program, CRA shall, pursuant to the Development Agreement and conditioned as aforesaid, at its expense unless otherwise agreed, construct or install on and within the Point Park water irrigation systems, electrical connections, brick paving, trees, street furnishings, and related amenities, and a turnaround vehicular roadway.

E. The Developer, One CCT, and the CRA desire to provide herein for certain easements, rights and obligations (collectively, the "Operating Rights") benefiting and burdening Tract VI and Parcel 4, in order to enable the CRA to achieve the



objectives of the Urban Renewal Plan for the development of Parcel 4 (including the objective of maximizing pedestrian amenities and activities on Parcel 4).

NOW, THEREFORE, in consideration of the promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby severally acknowledged, the CRA, the Developer, and One CCT hereby covenant and agree as follows with respect to Tract VI, the Point Park, and Parcel 4. The following terms: "One CCT", the "Open Space Tract Owner", and the "One Cambridge Center Tract Owner", as used in this Agreement, shall be deemed to refer to the fee owners from time to time of the following tracts or parcels: i) "One CCT" or "One Cambridge Center Tract Owner" - Tract VI; and ii) "Open Space Tract Owner" - the Open Space Tract.

1. Construction of the Point Park By CRA. One CCT hereby covenants and agrees that the CRA shall have a non-exclusive easement to enter upon the Tract VI Easement Area for (i) the construction of the Point Park as described in this Paragraph 1, (ii) the performance of "Basic Maintenance" as hereinafter defined in Paragraph 2, and (iii) the performance of "Roadway Maintenance" as hereinafter defined in Paragraph 7.

The CRA shall be responsible for the construction of the Public Open Space and related amenities and the Turnaround Roadway on the Open Space Tract and Tract VI Easement Area.

At such times as the CRA elects to transfer responsibility for "Basic Maintenance" of the Public Open Space to One CCT pursuant to Paragraph 2 of this Agreement the CRA shall grant to

One CCT an easement over, through and across the Open Space Tract for purposes of maintaining, repairing, replacing and otherwise complying with all "Basic Maintenance" obligations with respect to the Point Park.

2. Basic Maintenance of the Public Open Space.

a. By CRA: The CRA shall, except as otherwise herein provided, be responsible for the "Basic Maintenance", as herein defined, of the Public Open Space to be constructed by the CRA.

"Basic Maintenance" as used herein shall include the following activities but shall not pertain to the Turnaround Roadway:

- (a) Trash removal on a regular basis so as to maintain the Public Open Space reasonably free of trash;
- (b) Litter and leaf removal on a regular basis so as to maintain the Public Open Space reasonably free of litter and leaves;
- (c) During winter weather conditions, maintenance of adequate walkways across the Public Open Space and any permanent seating areas located within the Public Open Space reasonably free of ice and snow;
- (d) Removal of posted bills and unauthorized graffiti;
- (e) General cleaning;
- (f) Lamp replacement so as to maintain the pedestrian lamps and lighting fixtures located on the Public Open Space in good repair and working order;
- (g) Street furniture maintenance;

- (h) Landscape maintenance, including irrigation systems as described in Exhibit H "Public Open Space Maintenance" annexed hereto;
- (i) Maintenance of drainage systems in good order and repair;
- (j) Maintenance and cleanup of any fountain or pool, including pumps, valves, etc.;
- (k) Regular monitoring and inspection of the improvements with respect to the above matters.

b. Transfer of Basic Maintenance by CRA:

(i) CRA Election to Transfer Basic Maintenance: At any time after one (1) year after the completion of the Point Park, the CRA may elect to transfer the responsibility to perform Basic Maintenance to One CCT by written notice accompanied by the grant of easement for the same referred to in Paragraph 1, above (the "Maintenance Notice"), which shall be effective thirty (30) days after receipt of same by One CCT.

(ii) One CCT Responsibility for Basic Maintenance: One CCT covenants and agrees that, on or after the effective date of the Maintenance Notice, it shall, at its own expense: (1) be responsible for Basic Maintenance of the Public Open Space; (2) maintain all public improvements and ancillary equipment constructed and/or installed on the Public Open Space by the CRA pursuant to this Agreement or, if applicable, by the Developer, or any affiliate of the Developer, or their respective employees, contractors, invitees, agents, tenants, licensees and subtenants, and any seasonal and temporary structures and furnishings so

erected under this Agreement in good order and repair and in accordance with the Basic Maintenance requirements described in subparagraph 2a above. Neither One CCT nor any party claiming by, through or under One CCT shall create any nuisance on, or cause any waste or impairment of or to, the Public Open Space. In connection with the maintenance obligations performed by One CCT pursuant to this subparagraph, no service deliveries or pickups or trash, leaf, or litter removal shall be made by vehicles situated on the Public Open Space. All public improvements constructed or installed on the Public Open Space by the CRA, and any replacements thereof by any party to this Agreement, shall remain the property of the CRA, and its successors and assigns.

(iii) Plans and Specifications Review: Notwithstanding anything herein to the contrary, the "Basic Maintenance" responsibilities of One CCT under this Agreement shall take effect only if One CCT has been provided with an opportunity to review the plans and specifications for these improvements to be made by the CRA to the Public Open Space and has approved the same in writing. The Turnaround Roadway shall not be subject to such review. One CCT agrees that it shall approve such plans and specifications, except for any items which would either (a) have a substantial negative effect on the use of the One Cambridge Center Tract, or (b) be unsuitable as materials or methods or design of construction in imposing undue or disproportionate operating, maintenance, repair or replacement problems. Within thirty (30) days after receipt of plans and specifications and a

request to review same, One CCT shall reply, either approving the same or, where it objects to any aspect of the proposed design on one of the grounds stated above, setting forth with adequate specificity such objections. Failure to reply within the time period set forth above shall be deemed approval of the plans and specifications as submitted. No signage shall be installed without the prior review and approval in writing of the CRA. No material modifications in the design or facilities of the Public Open Space subsequent to the original construction thereof shall be made without the prior approval in writing in each instance of the CRA and One CCT, which approval shall not be unreasonably withheld. The failure by CRA to secure said approval of One CCT for the installation of certain discrete improvements shall not restrict the right of CRA to install said improvements provided there shall be a written agreement for the maintenance of such improvements by a responsible third party other than One CCT in a manner consistent with the standards of this Agreement, and, in such event, One CCT shall have no responsibility for the maintenance of such improvements or the cost thereof.

(iv) Equipment: One CCT shall have the right to bring onto the Point Park mechanical and motorized equipment necessary for the performance of "Basic Maintenance" responsibilities, capital repairs, restoration and reconstruction as provided in Paragraph 3 hereof, provided that no vehicles or construction equipment shall be permitted on the Public Open Space except as are necessary for the accomplishment of such work, or as required during valid emergencies.

c. MBTA Power Substation Maintenance: In addition to the maintenance responsibilities of One CCT respecting the Public Open Space as detailed in this Agreement, One CCT shall make a good faith effort to have the MBTA properly maintain or cause to be maintained the above-ground portion of the MBTA power substation abutting the Point Park.

d. Banners Program: If a program for the installation, maintenance and repair of banners in and around the Point Park shall have been reviewed and approved in writing by One CCT (the "Banners Program"), One CCT shall maintain, repair and replace said banners pursuant to the terms and conditions of such Banners Program. The basis for said review and approval by One CCT shall be as set forth in the third sentence of Paragraph 2(b)(iii) of this Agreement.

e. Art Program: If a program for the installation, maintenance and repair of art work in and around the Public Open Space shall have been reviewed and approved in writing by One CCT (the "Art Program"), One CCT shall maintain said art work pursuant to the terms and conditions of such Art Program. The basis for said review and approval by One CCT shall be as set forth in the third sentence of Paragraph 2(b)(iii) of this Agreement.

3. Capital Repair and Replacement.

a. Obligation: One CCT covenants and agrees that, on and after the effective date of the Maintenance Notice, it shall, at its own expense, but subject to the right of One CCT to seek reimbursement for costs, expenses and liabilities incurred by One

CCT as described in Paragraph 4b of this Agreement, (i) be responsible for the capital repair, restoration, or reconstruction, with reasonable promptness, of items and improvements installed on the Public Open Space by the CRA pursuant to this Agreement, One CCT or the Developer, or any affiliate of the Developer, or their respective employees, contractors, agents, tenants, licensees and subtenants, such as paving, lighting, landscaping, signage, etc. which have been damaged after receipt by One CCT of the Maintenance Notice given in accordance with Paragraph 2b of this Agreement; and (ii) be responsible for the capital replacement, from time to time, and with reasonable promptness, of these same items and improvements due to normal wear and deterioration. As far as reasonably possible, repair, restoration, reconstruction or replacement shall be done in such a manner that upon completion such item or improvement shall substantially conform to the original plans and specifications for the respective item or improvement, unless otherwise agreed upon by the parties herein. Where substitutions are made, they shall be equivalent to the original improvements in number, quality and, as far as possible, appearance. Pursuant to its obligations under this Paragraph 3a, One CCT shall not be required to repair, restore or reconstruct items or improvements which: (i) were defective or damaged when installed, provided that, except for latent defects, One CCT gives notice of such damage or defect to the CRA within thirty (30) days following receipt by One CCT of the Maintenance Notice given by the CRA in



accordance with Paragraph 2b of this Agreement; or (ii) are damaged as a result of other work performed subsequent to such installation by the CRA or the MBTA.

4. Rights to Perform Maintenance, Repair, Reconstruction, Replacement or Restoration.

a. CRA Rights Upon One CCT Default: If at any time or times One CCT shall be in default in the performance of any maintenance, repair, reconstruction, replacement or restoration obligations described in Paragraphs 2 and 3 of this Agreement and such default is not cured within forty-five (45) days (or within any lesser period as may be reasonable in any emergency situation or such longer period as may be required so long as such work has been commenced with reasonable promptness within such forty-five (45) day period and is being diligently pursued), after written notice from the CRA to One CCT and to any mortgagee holding a mortgage encumbering Tract VI, provided that the CRA has received prior notice of such mortgagee, then the CRA may perform at its election, and without waiving any other remedy on account of such default, any such maintenance, repair, reconstruction, replacement or restoration and may take all appropriate steps in pursuance thereof. If the CRA elects to perform any such work, the CRA shall be liable for any and all expense, damages, injuries or claims for damages or injuries which directly arise from maintenance, repair, reconstruction, replacement or restoration performed by the CRA. The cost of performing such maintenance, repair, reconstruction, replacement or restoration, including



necessary and reasonable costs of administration, inspection and financing, shall be paid to the CRA by One CCT within thirty (30) days after the latter's receipt of a bill therefor.

b. One CCT Reimbursement: Nothing in this Agreement shall prevent One CCT (or any other entity related to the Developer to which such right is delegated by the Developer) from pursuing any and all remedies and actions to seek reimbursement for costs, expenses and liabilities which One CCT may have incurred as a result of or in connection with the performance of maintenance, repair, replacement and restoration obligations as described in this Agreement.

Notwithstanding anything to the contrary herein One CCT may not seek reimbursement from the CRA pursuant to this subparagraph b. if: i) such maintenance, repair, replacement and restoration required to be made by One CCT does not result from the action or inaction of the CRA, which action or inaction of the CRA shall not include the giving of the Maintenance Notice pursuant to Paragraph 2b of this Agreement or any other demand for performance given by the CRA pursuant to the terms of this Agreement; and ii) One CCT is in default, following any applicable cure periods, of its maintenance, repair, reconstruction, replacement or restoration obligations described in Paragraphs 2 and 3 of this Agreement.

5. Public's Right of Access on the Point Park.

a. Public Open Space: The general public shall at all times have full, non-exclusive pedestrian access, ingress and egress in, over, on, across, through and within the Public Open Space, pursuant to the following grants of easements:

The CRA hereby covenants and agrees that the general public shall have a non-exclusive easement and right of use of the Public Open Space on the Open Space Tract for pedestrian passage and non-commercial passive open space purposes, provided that nothing herein shall prevent the public's use and enjoyment of the Public Open Space consistent with the terms and provisions of this Agreement.

One CCT hereby covenants and agrees that the general public shall have a non-exclusive easement and right of use of the Public Open Space on the Tract VI Easement Area for pedestrian passage and non-commercial passive open space purposes, provided that nothing herein shall prevent the public's use and enjoyment of the Public Open Space consistent with the terms of this Agreement.

b. Turnaround Roadway: The general public shall at all times have full non-exclusive pedestrian and vehicular access, ingress and egress in, over, on, across, through and within the Turnaround Roadway, pursuant to the following grants of easements:

The CRA hereby covenants and agrees that the general public shall have a non-exclusive easement and right of use of the Turnaround Roadway on the Open Space Tract for all purposes (excluding parking) for which roadways are now or may hereafter customarily be used in the City of Cambridge, Massachusetts.

One CCT hereby covenants and agrees that the general public shall have a non-exclusive easement and right of use of the Turnaround Roadway on the Tract VI Easement Area for all purposes (excluding parking) for which roadways are now or may hereafter customarily be used in said Cambridge.

6. One CCT's Rights Respecting the Point Park.

a. Access for Repairs to Building: Subject to MBTA's rights concerning its power station, One CCT may utilize that portion of the Public Open Space west of the Turnaround Roadway whenever reasonably necessary for the performance of repairs or maintenance, including, without limitation, window cleaning operations to the One Cambridge Center Building (the "Building"), or any successor buildings and for purposes of repairing, maintaining, renovating, reconstructing and replacing the Building or any successor buildings. One CCT will take all reasonable steps to minimize interference with use of the Point Park and the public improvements constructed or installed therein by the CRA and shall be solely responsible for any restoration of the Point Park at its expense, resulting from any damage caused in the exercise of such rights, including repair, replacement or restoration of any damaged public improvements. Unless otherwise agreed by the CRA, any repair, maintenance, construction, renovation, reconstruction or replacement of the Building or any successor buildings shall conform to the restrictions contained in this Agreement. Except in the case of emergencies, One CCT shall notify CRA in writing at least thirty (30) days prior to commencement of such work or any proposed use of the Point Park, or any portion thereof, which it believes will cause any interference with use of or damage to, or require restoration of, the Point Park, or any portion thereof, and such work or use shall not be undertaken by, on behalf of or in the name of One CCT without the prior written consent of the CRA, which consent shall

not be unreasonably withheld or delayed. Failure of the CRA to reply within such thirty (30) day period shall be deemed approval by the CRA of such work or proposed use.

b. Covenant Not to Build on Point Park: Unless pursuant to approved plans under any SLDC or otherwise agreed to in writing by the CRA, One CCT covenants not to build, erect, construct or install any permanent structures in or on the Point Park (including the air space within the Point Park), except that the following minor encroachments shall be permitted: (i) encroachments that do not materially affect, excessively burden or interfere with the rights granted to the public under Paragraph 5, above, or other rights in the Point Park reserved or retained by the CRA and One CCT hereunder or granted to the CRA and One CCT, hereunder and arise due to settlement or shifting of the buildings, roof overhangs or gutters; and (ii) architectural embellishments and ornamentation above the first floor of the Building or any building successor thereto, which intrude for distances of no more than eighteen (18) inches horizontally into the air space portion of the Point Park.

7. Construction and Maintenance of the Turnaround Roadway.

a. Construction of the Turnaround Roadway. As provided in Paragraph 1 of this Agreement, the CRA shall be responsible for the construction of the Turnaround Roadway at the CRA's cost and expense. The CRA shall construct the Turnaround Roadway in accordance with the requirements of the City of Cambridge pertaining to the construction of a public roadway.

b. Performance of Roadway Maintenance. Until such time as the Turnaround Roadway is dedicated as a public roadway by the City of Cambridge pursuant to Paragraph 7(c), the CRA shall perform at the CRA's cost and expense the following maintenance of the Turnaround Roadway (the "Roadway Maintenance"):

- (a) Litter, trash and leaf removal on a regular basis so as to maintain the Turnaround Roadway reasonably free of litter and leaves;
- (b) During winter weather conditions, removal of snow and ice to the extent of providing adequate driving clearance in the Turnaround Roadway;
- (c) Filling and repair of potholes and other damage to the surface of the Turnaround Roadway;
- (d) Repaving the Turnaround Roadway as necessary;
- (e) Repairs to any curbing and sidewalks in the Turnaround Roadway as necessary;
- (f) Regular monitoring and inspection of the improvements with respect to the above matters.

c. Dedication of the Turnaround Roadway as a Public Roadway. Upon the completion of the construction of the Turnaround Roadway, the CRA shall use reasonable efforts to have the Turnaround Roadway accepted by the City of Cambridge as an easement for a public roadway.

8. Security of Persons and Property in the Point Park. The public law enforcement officials of the City of Cambridge shall have the right at all times to enter upon the Point Park to take steps to maintain good public order and discipline within the Point Park.

9. Insurance Requirements.

a. Required Liability Insurance. The term "Required Liability Insurance" shall mean comprehensive general liability insurance in an amount of at least One Million Dollars (\$1,000,000) combined single limit.

b. One CCT: On and after the effective date of the Maintenance Notice, One CCT shall maintain the Required Liability Insurance, and on such date and each anniversary thereof, shall submit to the CRA evidence of such Required Liability Insurance against liability on the Public Open Space arising out of One CCT's discharge of its responsibilities or the exercise of rights granted to it under this Agreement, which insurance shall name the CRA and the City of Cambridge as additional named insureds as their interests may appear.

c. CRA: During such time as the CRA has assumed the obligations and duties of One CCT pursuant to Paragraph 4 of this Agreement, the CRA shall maintain the Required Liability Insurance respecting the obligations so assumed and One CCT shall be relieved of its obligation to carry the Required Liability Insurance respecting the obligations so assumed, provided, however that One CCT shall reimburse the CRA for any and all expenses for such Required Liability Insurance and provided further that One

CCT and the Developer shall be named in such Required Liability Insurance as additional named insureds as their interests may appear.

Prior to the effective date of the Maintenance Notice, the CRA shall maintain the Required Liability Insurance, and within thirty (30) days subsequent to the date of this Agreement and on each anniversary of the date of this Agreement, shall submit to One CCT evidence of such Required Liability Insurance, against liability on the Public Open Space arising out of the CRA's discharge of its responsibilities or the exercise of rights granted to it under this Agreement, which insurance shall name One CCT and the Developer as additional named insureds as their interests may appear.

Prior to the date of the dedication of the Turnaround Roadway as a public way as described in Paragraph 7(c) of this Agreement, the CRA shall maintain the Required Liability Insurance, and within thirty (30) days subsequent to the date of this Agreement and on each anniversary of the date of this Agreement, submit to One CCT evidence of such Required Liability Insurance, against liability on the Turnaround Roadway arising out of the CRA's discharge of its responsibilities or the exercise of rights granted to it under this Agreement, which insurance shall name One CCT and the Developer as additional named insureds as their interests may appear.



10. Indemnity.

a. One CCT Indemnification of CRA: One CCT shall indemnify the CRA and hold it harmless from any and all loss, expense, damages or claims for damages (except any such loss, expense, damages or claims for damages caused by negligence or fault of the CRA, its officers, agents or employees or any of its contractors or subcontractors) which arise out of or in connection with the acts or omissions of One CCT in fulfilling its obligations or exercising any rights under this Agreement, or any injury (including death) of any person or persons or any damage to property (except such injury or damage caused by negligence or fault of the CRA, its officers, agents or employees or any of its contractors or subcontractors), which is caused by negligence, fault or default of One CCT, any holder of its beneficial interests, or any affiliate thereof acting pursuant to One CCT's rights or obligations under this Agreement, any agent or employee of any of them, or any of its or their respective contractors or subcontractors, or which is caused by reason of any violation of any term or specification contained in this Agreement or in any contract, license or permit for the maintenance or use of the Point Park by One CCT, any affiliate thereof or any agent, employee, contractor, or subcontractor, tenant, licensee or permittee of any thereof.

b. CRA Indemnification of One CCT: Nothing herein contained shall be deemed to obligate One CCT to indemnify the CRA during such time as the CRA has assumed the duties and obligations of One CCT pursuant to Paragraph 4 of this Agreement. The CRA



shall indemnify and hold One CCT harmless from any and all loss, expense, damages or claims for damages (except any such loss, expense, damages or claims for damages caused by negligence or fault of One CCT, its agent or employees or any of its subcontractors) which arise out of or in connection with the gross negligence or wilful misconduct of the CRA or any of its contractors or subcontractors arising out of any performance or non-performance by the CRA under Paragraph 4 of this Agreement or in fulfilling its obligations under this Agreement; provided, however, that the CRA shall not be deemed to have waived any claims against One CCT for the default of One CCT under this Agreement.

11. Notice.

a. Method: All notices required under this Agreement (which term, without limitation, shall include all requests for approval required hereunder) shall be sent by registered or certified mail, return receipt requested, and shall be effective upon receipt unless otherwise specified herein. Unless and until otherwise specified by notice hereunder, notices shall be sent to the parties at the following address:

If to the CRA:  
Cambridge Redevelopment Authority  
336 Main Street  
Cambridge, MA 02142

If to One CCT or the Developer:  
c/o Boston Properties  
8 Arlington Street  
Boston, MA 02116

b. When Deemed Given: Where approval is requested by a notice, the same shall be deemed given unless a response is sent within 30 days after receipt setting forth the reason or reasons for which such approval is denied.

12. Successor.

a. CRA: If the CRA shall terminate its activities or cease to exist, then the City of Cambridge shall be deemed to succeed to all of the rights, interests and obligations of the CRA under this Agreement, to be exercised by the chief executive officer of the City of Cambridge (the same presently being the City Manager), and all notices required hereunder shall thereafter be given to said chief executive officer at the Cambridge City Hall.

b. One CCT: Wherever in this Agreement reference is made to "One CCT", the same shall be read and construed so as to include the successor-in-title and assigns, as well as any person, firm or entity claiming by, through, or under One CCT, its successors-in-title and assigns. All covenants and agreements made by One CCT, Agreement shall be binding upon One CCT and its successor-in-title, only during the period of their respective ownerships of Tract VI.

13. Force Majeure. The time for performance by any party to this Agreement (the "Performing Party") shall automatically be extended for the period such performance is delayed by strike, lockout or other labor trouble, fire or other casualty, governmental action, war or other public emergency or shortages of fuel, supplies or labor, or any other cause beyond the Performing Party's reasonable control, provided that written notice of such event and the

estimated period of delay shall be given to the other party within a reasonable time after the Performing Party has knowledge of such event or cause which the Performing Party reasonably believes will require an extension of the time for performance.

14. Arbitration. Any dispute arising under this Agreement shall be determined by arbitration in Boston, Massachusetts in accordance with the commercial arbitration rules of the American Arbitration Association. The award in such arbitration shall be final and binding on the parties and judgment may be rendered upon it in any court of competent jurisdiction.

15. Nature of Easements.

a. Existing Easements: The easements and rights of use granted herein are subject to all existing encumbrances, easements, restrictions, and rights of way, of record, if any.

b. Termination and Modification of Easement Areas: The nature and duration of the easements and rights of use granted herein shall, unless sooner terminated or modified as hereinafter provided, be perpetual, having been created and granted hereby (or agreed to be created and granted hereby) as appurtenant to the Point Park for the benefit of the fee owners of the Point Park as well as the general public, and all those claiming by, through or under such fee owners. Further, the easements and rights of use granted herein may be terminated or modified at any time by the agreement of all of the then owners and mortgagees of Tract VI and the Point Park which owners or mortgagees then have rights in such easements and rights of use being terminated or modified, which termination or modification shall be evidenced by the execution

and recordation of an appropriate instrument of termination or modification, as the case may be; provided, however, that no such termination or modification shall modify or affect in any way any rights now or hereafter granted to or for the benefit of the City of Cambridge and/or members of the general public unless the CRA, or the City of Cambridge if it succeeds to the interests of the CRA pursuant to Paragraph 11 of this Agreement, shall consent in writing to such termination or modification, which consent will not be unreasonably withheld or delayed.

16. Miscellaneous.

a. Future Actions: Nothing herein shall be construed as precluding the future subdivision and conveyance of any land subject to the Development Agreement to the Developer or its affiliates or retention of any such land by the CRA, or the creation of additional easements and rights of use in connection with the subdivision, conveyance and use of such land.

b. Covenants Running with the Land: The covenants and agreements made by the parties to this Agreement and affecting the various parcels and tracts of land described herein shall be deemed to be, and shall constitute, covenants which run with the land, to the maximum extent that the parties hereto lawfully may so agree.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

CAMBRIDGE REDEVELOPMENT AUTHORITY

By: Thomas J. Murphy

CAMBRIDGE CENTER ASSOCIATES

By: Mortimer B. Zuckerman  
MORTIMER B. ZUCKERMAN

By: Edward H. Linde  
EDWARD H. LINDE

ONE CAMBRIDGE CENTER TRUST

By: David Barrett  
David Barrett, as Trustee as  
aforesaid, and not individually

By: Edward H. Linde  
Edward H. Linde, as Trustee as  
aforesaid, and not individually

By: Mortimer B. Zuckerman  
Mortimer B. Zuckerman, as  
Trustee as aforesaid, and not  
individually

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

September 16, 1987

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

*James F. Robinson*  
Notary Public  
My Commission Expires: 7-23-93  
[Notarial Seal]

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

September 9, 1987

Then personally appeared the above-named Mortimer B. Zuckerman, a partner in Cambridge Center Associates, a Massachusetts general partnership, and as he is Trustee of One Cambridge Center Trust, and acknowledged the foregoing instrument to be his free act and deed as general partner and Trustee, as aforesaid, and the free act and deed of Cambridge Center Associates.

*Peter Van*  
Name: Peter Van  
Notary Public  
My Commission Expires: 12/11/92

COMMONWEALTH OF MASSACHUSETTS

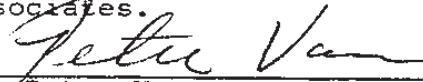
Suffolk, ss

September 9, 1987

Then personally appeared the above-named Edward H. Linde, a partner in Cambridge Center Associates, a Massachusetts general partnership, and as he is Trustee of One Cambridge Center Trust,

3 1 8 5 6 0 P 5 3 8

and acknowledged the foregoing instrument to be his free act and deed as general partner and Trustee, as aforesaid, and the free act and deed of Cambridge Center Associates.



Name: Peter Van

Notary Public

My Commission Expires: 12/11/92

Exhibit BPUBLIC OPEN SPACE LEGAL DESCRIPTION

A certain tract of land situated between the southerly side of Broadway, the northerly side of Main Street, and the easterly side of Sixth Street in the City of Cambridge, in the County of Middlesex, Commonwealth of Massachusetts, bounded and described as follows:

Beginning at a point in the northerly line of Main Street at the westerly corner of the herein described parcel which is located S 84°-29'-07" E, a distance of Eight Hundred Fifty-Six and Fifty-Three Hundredths feet (856.53') from the intersection of the easterly line of Sixth Street and northerly line of Main Street; thence

N 05°-30'-53" E a distance of Eighty-Two and Twenty-Five Hundredths feet (82.25') along the outside face of a brick building to a point; thence

Along the arc of a curve, curving to the right, with a radius of Fifty-Six and No Hundredths feet (56.00'), a distance of Ninety-Seven and Thirty Hundredths feet (97.30') to a point; thence

N 84°-29'-07" W a distance of Twenty-Three and Forty-Three Hundredths feet (23.43') to the point of beginning.

The above mentioned parcel contains 2,142 square feet.

Beginning at a point in the northerly line of Main Street at the westerly corner of the herein described parcel which is now or formerly owned by the Cambridge Redevelopment Authority and is located S 84°-29'-07" E, a distance of Eight Hundred Fifty-Six and Fifty-Three Hundredths feet (856.53') from the intersection of the easterly line of Sixth Street and northerly line of Main Street; thence

S 84°-29'-07" E a distance of Twenty-Three and Forty-Three Hundredths feet (23.43') to a point; thence

Along the arc of a curve, curving to the right, with a radius of Fifty-Six and No Hundredths feet (56.00'), a distance of Fifteen and Fifty-Four Hundredths feet (15.54') to a point; thence

Along the arc of a curve, curving to the right, with a radius of Forty and No Hundredths feet (40.00'), a distance of Twelve and Forty-Nine Hundredths feet (12.49') to a point; thence



B I 3 5 6 0 P 5 4 0

N 84°-29'-07" W a distance of Two and Forty-Six Hundredths Feet (2.46') to a point; thence

N 05°-30'-53" E a distance of Eighteen and No Hundredths feet (18.00') to the point of beginning.

The above mentioned parcel contains 271 square feet.

Beginning at a point in the northerly line of Main Street at the westerly corner of the herein described parcel which is now or formerly owned by the City of Cambridge and is located S 84°-29'-07" E, a distance of Two Hundred Sixty-Two and No Hundredths feet (262.00'), S 77°-38'-33" E, a distance of One Hundred Fifty-One and Eight Hundredths feet (151.08'), and S 84°-29'-07" E, a distance of Four Hundred Forty-Four and Fifty-Three Hundredths feet (444.53') from the intersection of the easterly line of Sixth Street and northerly line of Main Street; thence

S 84°-29'-07" E a distance of Two and Forty-Six Hundredths feet (2.46') to a point; thence

Along the arc of a curve, curving to the right, with a radius of Forty and No Hundredths feet (40.00'), a distance of Two and Sixty-Three Hundredths feet (2.63') to a point; thence

N 05°-30'-53" E a distance of Ninety-Two Hundredths feet (0.92') to the point of beginning.

The above mentioned parcel contains 1 square foot.

Beginning at a point in the southerly line of Broadway at the westerly corner of the herein described parcel which is now or formerly owned by the City of Cambridge and is located S 60°-30'-18" E, a distance of Eight Hundred Forty-One and Fifty-Four Hundredths feet (841.54') from the intersection of the easterly line of Sixth and southerly line of Broadway; thence

N 29°-29'-42" E a distance of Twenty and Forty-Five Hundredths feet (20.45') to a point; thence

Along the arc of a curve, curving to the right, with a radius of Six Hundred and No Hundredths feet (600.00'), a distance of Ninety-One and Twenty-One Hundredths feet (91.21') bounding on the southerly line of Broadway to a point; thence

S 40°-39'-32" W a distance of Eighteen and Twelve Hundredths feet (18.12') to a point; thence

Along the arc of a curve, curving to the left, with a radius of Five Hundred Eighty-One and Eighty-Eight Hundredths feet (581.88'), a distance of Fifty-Five and Fifty Hundredths feet (55.50') to a point; thence

B 1 8 5 6 0 P 5 4 1

N 60°-30'-18" W a distance of Thirty-Two and Ten Hundredths feet (32.10') to the point of beginning.

The above mentioned parcel contains 1,663 square feet.

Beginning at a point in the southerly line of Broadway at the westerly corner of the herein described parcel which is located S 60°-30'-18" E, a distance of Eight Hundred Forty-One and Fifty-Four Hundredths feet (841.54') from the intersection of the easterly line of Sixth Street and southerly line of Broadway; thence

S 60°-30'-18" E a distance of Thirty-Two and Ten Hundredths feet (32.10') to a point; thence

S 29°-20'-28" W a distance of Fifty-Five and Twenty-One Hundredths feet (55.21') to a point; thence

N 84°-29'-07" W a distance of Seven and Fifty-Five Hundredths feet (7.55') to a point; thence

Along the arc of a curve, curving to the left, with a radius of Seventy-Nine and No Hundredths feet (79.00'), a distance of Forty-One and Eighty-Five Hundredths feet (41.85') to a point; thence

Along the arc of a curve, curving to the left, with a radius of Sixty and No Hundredths feet (60.00'), a distance of Twenty-Three and Eighty-Two Hundredths feet (23.82') to the point of beginning.

The above mentioned parcel contains 812 square feet.

Beginning at a point in the southerly line of Broadway at the westerly corner of the herein described parcel which is located S 60°-30'-18" E, a distance of Eight Hundred Seventy-Three and Sixty-Four Hundredths feet (873.64') from the intersection of the easterly line of Sixth Street and southerly line of Broadway; thence

Along the arc of a curve, curving to the right, with a radius of Five Hundred Eighty-One and Eighty-Eight Hundredths feet (581.88'), a distance of Fifty-Five and Fifty Hundredths feet (55.50') to a point; thence

S 49°-20'-28" E a distance of Seventy and No Hundredths feet (70.00') to a point; thence

S 34°-35'-57" W a distance of Thirty-Four and Fifty-Five Hundredths feet (34.55') to a point; thence

B I 8 5 6 0 P 5 4 2

N 81°-44'-36" W a distance of One Hundred Ten and No Hundredths feet (110.00') to a point; thence

N 05°-30'-53" E a distance of Forty-Four and Fifty-Nine Hundredths feet (44.59') to a point; thence

N 29°-40'-28" E a distance of Fifty-Five and Twenty-One Hundredths feet (55.21') to the point of beginning.

The above mentioned parcel contains 8,056 square feet.

Beginning at a point in the northerly line of Main Street at the westerly corner of the herein described parcel which is now or formerly owned by the City of Cambridge which is located S 84°-29'-07" E, a distance of Two Hundred Sixty-Two and No Hundredths feet (262.00'), S 77°-38'-33" E, a distance of One Hundred Fifty-One and Eight Hundredths feet (151.08'), and S 84°-29'-07" E, a distance of Four Hundred Ninety-Five and Thirty-Six Hundredths feet (495.36') from the intersection of the easterly line of Sixth Street and Northerly line of Main Street; thence

S 05°-30'-53" W a distance of Thirty-Six and Ninety-Three Hundredths feet (36.93') to a point; thence

Along the arc of a curve, curving to the left, with a radius of Nine Hundred Twenty-One and No Hundredths feet (921.00') a distance of Five and Seventy-Six Hundredths feet (5.76') bounding on the northerly line of Main Street and for the next course to a point; thence

N 81°-13'-34" W a distance of Forty-Five and Sixteen Hundredths feet (45.16') to a point; thence

N 05°-30'-53" E a distance of Eleven and Fifty-Nine Hundredths feet (11.59') to a point; thence

Along the arc of a curve, curving to the left, with a radius of Sixty and No Hundredths feet (60.00'), a distance of Thirty-One and Seventeen Hundredths feet (31.17') to a point; thence

Along the arc of a curve, curving to the left, with a radius of Seventy-Nine and No Hundredths feet (79.00'), a distance of Fifteen and Twenty-Eight Hundredths feet (15.28'); thence

S 84°-29'-07" E a distance of Eleven and Thirty-Two Hundredths feet (11.32') to the point of beginning.

The above mentioned parcel contains 1,232 square feet.

Beginning at a point in the northerly line of Main Street at the westerly corner of the herein described parcel which is now or formerly owned by the Cambridge Redevelopment Authority which is

located S 84°-29'-07" E, a distance of Nine Hundred Fifteen and Forty-Four Hundredths feet (915.44') from the intersection of the easterly line of Sixth Street and northerly line of Main Street; thence

S 05°-30'-53" W a distance of Forty-Four and Fifty-Nine Hundredths feet (44.59') to a point; thence

S 81°-44'-36" E a distance of One Hundred Ten and No Hundredths feet (110.00') to a point; thence

N 34°-35'-57" E a distance of Thirty-Four and Fifty-Five Hundredths feet (34.55') to a point; thence

N 49°-20'-28" W a distance of Seventy and No Hundredths feet (70.00') to a point; thence

N 40°-39'-32" E a distance of Eighteen and Twelve Hundredths feet (18.12') to a point; thence

S 49°-20'-28" E a distance of One Hundred Four and Seventy-Five Hundredths feet (104.75') bounding on the southerly line of Broadway for the next two (2) courses to a point; thence

Along the arc of a curve, curving to the left, with a radius of Four Hundred and No Hundredths feet (400.00'), a distance of One Hundred Fifty-Eight and Twenty-Three Hundredths feet (158.23') to a point; thence

Along the arc of a curve, curving to the left, with a radius of One Thousand Five Hundred Twenty-Six and No Hundredths feet (1,526.00'), a distance of Thirty-Seven and Fifty-Four Hundredths feet (37.54') to a point; thence

Along the arc of a curve, curving to the right, with a radius of Two and No Hundredths feet (2.00'), a distance of Six and Fourteen Hundredths feet (6.14') to a point; thence

Along the arc of a curve, curving to the right, with a radius of Eight Hundred Eighty and No Hundredths feet (880.00'), a distance of Eleven and Thirty Hundredths feet (11.30') bounding on the northerly line of Main Street for the next two (2) courses to a point; thence

N 76°-51'-33" W a distance of Two Hundred Eighty and Sixty-Nine Hundredths (280.69') to a point; thence

Along the arc of a curve, curving to the left, with a radius of Nine Hundred Twenty-One and No Hundredths feet (921.00'), a distance of Sixty-four and Forty-Four Hundredths feet (64.44') to a point; thence

3 1 3 5 6 0 P 5 4 4

N 05°-30'-53" E a distance of Thirty-Six and Ninety-Three  
Hundredths feet (36.93') to a point; thence

N 84°-29'-07" W a distance of Eleven and Thirty-Two Hundredths  
feet (11.32') to a point; thence

Along the arc of a curve, curving to the left, with a radius  
point of Seventy-Nine and No Hundredths feet (79.00'), a distance  
of Twenty-One and Sixty-Two Hundredths feet (21.62') to a point;  
thence

S 84°-29'-07" E a distance of Seven and Fifty-Five Hundredths  
feet (7.55') to the point of beginning.

The above mentioned parcel contains 9,787 square feet.

The above mentioned eight parcels of land in Cambridge,  
Massachusetts contain 23,964 square feet, more or less, as shown  
on a plan entitled "Easement Plan in Cambridge, Mass."; dated  
July 16, 1987 and Revised August 17, 1987; prepared by Allen,  
Demurjian, Major & Nitsch, Inc.; Scale 1" = 40' and to be  
recorded herewith.

Exhibit CTURNAROUND ROADWAY LEGAL DESCRIPTION

A certain tract of land situated on the southerly side of Broadway, the northerly side of Main Street, and easterly side of Sixth Street in the City of Cambridge, in the County of Middlesex, Commonwealth of Massachusetts, bounded and described as follows:

Beginning at a point in the southerly line of Broadway at the westerly corner of the herein described parcel which is located S 60°-30'-18" E, a distance of Eight Hundred Forty-One and Fifty-Four Hundredths feet (841.54') from the intersection of the easterly line of Sixth Street and southerly line of Broadway; thence

Along the arc of a curve, curving to the right, with a radius of Sixty and No Hundredths feet (60.00'), a distance of Twenty-Three and Eighty-Two Hundredths feet (23.82') to a point; thence

Along the arc of a curve curving to the right, with a radius of Seventy-Nine and No Hundredths feet (79.00'), a distance of Seventy-Eight and Seventy-Five Hundredths feet (78.75') to a point; thence

Along the arc of a curve, curving to the right, with a radius of Sixty and No Hundredths feet (60.00'), a distance of Thirty-One and Seventeen Hundredths feet (31.17') to a point; thence

N 05°-30'-53" E a distance of Twenty-One and Fifty Hundredths feet (21.50') to a point; thence

Along the arc of a curve, curving to the left, with a radius of Forty and No Hundredths feet (40.00'), a distance of Fifteen and Twelve Hundredths feet (15.12') to a point; thence

Along the arc of a curve, curving to the left, with a radius of Fifty-Six and No Hundredths feet (56.00'), a distance of One Hundred Twelve and Eighty-Four Hundredths feet (112.84') to a point; thence

N 05°-30'-53" E a distance of Four and Thirty-Eight Hundredths feet (4.38') to a point; thence

3 1 8 5 6 0 P 5 4 6

S 60°-30'-18" E a distance of Fifty-Seven and Ten Hundredths feet  
(57.10') bounding on the southerly line of  
Broadway to the point of beginning.

The above mentioned parcel of land in Cambridge, Massachusetts  
contains 3,187 square feet, more or less, as shown on a plan  
entitled "Easement Plan in Cambridge, Mass."; dated July 16, 1987  
and Revised August 17, 1987; Prepared by Allen, Demurjian, Major  
& Nitsch, Inc.; Scale 1" = 40' and to be recorded herewith.



Exhibit DOPEN SPACE TRACT LEGAL DESCRIPTION

A certain tract of land situated on the southerly side of Broadway, the northerly side of Main Street, and the easterly side of Sixth Street in the City of Cambridge, in the County of Middlesex, Commonwealth of Massachusetts, bounded and described as follows:

Beginning at a point in the northerly line of Main Street at the westerly corner of the herein described parcel which is now or formerly owned by the Cambridge Redevelopment Authority and is located S 84°-29'-07" E, a distance of Nine Hundred Fifteen and Forty-Four Hundredths feet (915.44') from the intersection of the easterly line of Sixth Street and northerly line of Main Street; thence

S 05°-30'-53" W a distance of Forty-Four and Fifty-Nine Hundredths feet (44.59') bounding on the westerly line of Tract VI to a point; thence

S 81°-44'-36" E a distance of One Hundred Ten and No Hundredths feet (110.00') bounding on the southerly line of Tract VI to a point; thence

N 34°-35'-57" E a distance of Thirty-Four and Fifty-Five Hundredths feet (34.55') bounding on the easterly line of Tract VI to a point; thence

N 49°-20'-28" W a distance of Seventy and No Hundredths feet (70.00') bounding on the northerly line of Tract VI to a point; thence

N 40°-39'-32" E a distance of Eighteen and Twelve Hundredths feet (18.12') to a point; thence

S 49°-20'-28" E a distance of One Hundred Four and Seventy-Five Hundredths feet (104.75') bounding on the southerly line of Broadway and for the next two (2) courses to a point; thence

Along the arc of a curve, curving to the left, with a radius of Four Hundred and No Hundredths feet (400.00'), a distance of One Hundred Fifty-Eight and Twenty-Three Hundredths feet (158.23') to a point; thence

Along the arc of a curve, curving to the left, with a radius of One Thousand Five Hundred Twenty-Six and No Hundredths feet (1,526.00'), a distance of Thirty-Seven and Fifty-Four Hundredths feet (37.54') to a point; thence



Along the arc of a curve, curving to the right, with a radius of Two and No Hundredths feet (2.00'), a distance of Six and Fourteen Hundredths feet (6.14') to a point; thence

Along the arc of a curve, curving to the right, with a radius of Eight Hundred Eighty and No Hundredths feet (880.00'), a distance of Eleven and Thirty Hundredths feet (11.30') bounding on the northerly line of Main Street and for the next two (2) courses to a point; thence

N 76°-51'-33" W a distance of Two Hundred Eighty and Sixty-Nine Hundredths feet (280.69') to a point; thence

Along the arc of a curve, curving to the left, with a radius of Nine Hundred Twenty-One and No Hundredths feet (921.00'), a distance of Sixty-Four and Forty-Four Hundredths feet (64.44') to a point; thence

N 05°-30'-53" E a distance of Thirty-Six and Ninety-Three Hundredths feet (36.93') to a point; thence

N 84°-29'-07" W a distance of Eleven and Thirty-Two Hundredths feet (11.32') to a point; thence

Along the arc of a curve, curving to the left, with a radius of Seventy-Nine and No Hundredths feet (79.00'), a distance of Twenty-One and Sixty-Two Hundredths feet (21.62') to a point; thence

S 84°-29'-07" E a distance of Seven and Fifty-Five Hundredths feet (7.55') to the point of beginning.

The above mentioned parcel contains 9,787 square feet.

Beginning at a point in the northerly line of Main Street at the Westerly corner of the herein described parcel which is now or formerly owned by the City of Cambridge and is located S 84°-29'-07" E, a distance of Two Hundred Sixty-Two and No Hundredths feet (262.00'), S 77°-38'-33" E, a distance of One Hundred Fifty-One and Eight Hundredths feet (151.08'), and S 84°-29'-07" E, a distance of Four Hundred Ninety-Five and Thirty-Six Hundredths feet (495.36') from the intersection of the easterly line of Sixth Street and northerly line of Main Street; thence

S 05°-30'-53" W a distance of Thirty-Six and Ninety-Three Hundredths feet (36.93') to a point; thence

Along the arc of a curve, curving to the left, with a radius of Nine Hundred Twenty-One and No Hundredths feet (921.00'), a distance of Five and Seventy-Six Hundredths feet (5.76'), to a point; thence

N 81°-13'-34" W a distance of Forty-Five and Sixteen Hundredths feet (45.16') to a point; thence

N 05°-30'-53" E a distance of Eleven and Fifty-Nine Hundredths feet (11.59') to a point; thence

Along the arc of a curve, curving to the left, with a radius of Sixty and No Hundredths feet (60.00'), a distance of Thirty-One and Seventeen Hundredths feet (31.17') to a point; thence

Along the arc of a curve, curving to the left, with a radius of Seventy-Nine and No Hundredths feet (79.00') a distance of Fifteen and Twenty-Eight Hundredths feet (15.28') to a point; thence

S 84°-29'-07" E a distance of Eleven and Thirty-Two Hundredths feet (11.32') to the point of beginning.

The above mentioned parcel contains 1,232 square feet.

Beginning at a point in the northerly line of Main Street at the westerly corner of the herein described parcel which is now or formerly owned by the Cambridge Redevelopment Authority and is located S 84°-29'-07" E, a distance of Eight Hundred Seventy-Nine and Ninety-Six Hundredths feet (879.96') from the intersection of the easterly line of Sixth Street and northerly line of Main Street; thence

Along the arc of a curve, curving to the right, with a radius of Fifty-Six and No Hundredths feet (56.00'), a distance of Fifteen and Fifty-Four Hundredths feet (15.54') to a point; thence

Along the arc of a curve, curving to the right, with a radius of Forty and No Hundredths feet (40.00'), a distance of Twelve and Forty-Nine Hundredths feet (12.49') to a point; thence

N 84°-29'-07" W a distance of Two and Forty-Six Hundredths feet (2.46') to a point; thence

N 05°-30'-53" E a distance of Eighteen and No Hundredths feet (18.00') to a point; thence

S 84°-29'-07" E a distance of Twenty-Three and Forty-Three Hundredths feet (23.43') to the point of beginning.

The above mentioned parcel contains 271 square feet.

Beginning at a point in the northerly line of Main Street at the westerly corner of the herein described parcel which is now or formerly owned by the City of Cambridge and is located S 84°-29'-07" E, a distance of Two Hundred Sixty-Two and No Hundredths feet (262.00'), S 77°-38'-33" E, a distance of One Hundred

Fifty-One and Eight Hundredths feet (151.08'), and S 84°-29'-07" E, a distance of Four Hundred Forty-Six and Ninety-Nine Hundredths feet (446.99') from the intersection of the easterly line of Sixth Street and northerly line of Main Street; thence

Along the arc of a curve, curving to the right, with a radius of Forty and No Hundredths feet (40.00'), a distance of Two and Sixty-Three Hundredths feet (2.63') to a point; thence

N 05°-30'-53" E a distance of Ninety-Two Hundredths feet (0.92') to a point; thence

S 84°-29'-07" E a distance of Two and Forty-Six Hundredths feet (2.46') to the point of beginning.

The above mentioned parcel contains 1 square foot.

Beginning at a point in the southerly line of Broadway at the westerly corner of the herein described parcel which is located S 60°-30'-18" E, a distance of Eight Hundred Forty-One and Fifty-Four Hundredths feet (841.54') from the intersection of the easterly line of Sixth Street and southerly line of Broadway; thence

N 29°-29'-42" E a distance of Twenty and Forty-Five Hundredths feet (20.45') to a point; thence

Along the arc of a curve, curving to the right, with a radius of Six Hundred and No Hundredths feet (600.00'), a distance of Ninety-One and Twenty-One Hundredths feet (91.21') bounding on the southerly line of Broadway to a point; thence

S 40°-39'-32" W a distance of Eighteen and Twelve Hundredths feet (18.12') to a point; thence

Along the arc of a curve, curving to the left, with a radius of Five Hundred Eighty-One and Eighty-Eight Hundredths feet (581.88'), a distance of Fifty-Five and Fifty Hundredths feet (55.50') to a point; thence

N 60°-30'-18" W a distance of Thirty-Two and Ten Hundredths feet (32.10') to the point of beginning.

The above mentioned parcel contains 1,663 square feet.

The above described five parcels of land in Cambridge, Massachusetts contain 12,954 square feet, more or less, as shown on a plan entitled "Easement Plan in Cambridge, Mass.", dated July 16, 1987 and Revised August 17, 1987; prepared by Allen, Demurjian, Major & Nitsch, Inc.; Scale 1" = 40' and to be recorded herewith.

Exhibit ETRACT VI EASEMENT AREA LEGAL DESCRIPTION

A certain tract of land situated on the southerly side of Broadway, the northerly side of Main Street, and the easterly side of Sixth Street in the City of Cambridge, in the County of Middlesex, Commonwealth of Massachusetts, bounded and described as follows:

Beginning at a point in the northerly line of Main Street at the westerly corner of the herein described parcel which is located S 84°-29'-07" E, a distance of Eight Hundred Fifty-Six and Fifty-Three Hundredths feet (856.53') from the intersection of the easterly line of Sixth Street and northerly line of Main Street; thence

N 05°-30'-53" E a distance of Eighty-Two and Twenty-Five Hundredths feet (82.25') along the outside face of a brick building to a point; thence

Along the arc of a curve, curving to the right, with a radius of Fifty-Six and No Hundredths feet (56.00'), a distance of Ninety-Seven and Thirty Hundredths feet (97.30') to a point; thence

N 84°-29'-07" W a distance of Twenty-Three and Forty-Three Hundredths feet (23.43') to the point of beginning.

The above mentioned parcel contains 2,142 square feet.

Beginning at a point in the northerly line of Main Street at the westerly corner of the herein described parcel which is located S 84°-29'-07" E, a distance of Nine Hundred Seven and Eighty-Nine Hundredths feet (907.89') from the intersection of the easterly line of Sixth Street and northerly line of Main Street; thence

Along the arc of a curve, curving to the left, with a radius of Seventy-Nine and No Hundredths feet (79.00'), a distance of Forty-One and Eighty-Five Hundredths feet (41.85') to a point; thence

Along the arc of a curve, curving to the left, with a radius of Sixty and No Hundredths feet (60.00'), a distance of Twenty-Three and Eighty-Two Hundredths feet (23.82') to a point; thence

S 60°-30'-18" E a distance of Thirty-Two and Ten Hundredths feet (32.10') to a point; thence

S 29°-40'-28" W a distance of Fifty-Five and Twenty-One Hundredths feet (55.21') to a point; thence

N 84°-29'-07" W a distance of Seven and Fifty-Five Hundredths feet (7.55') to the point of beginning.

The above mentioned parcel contains 812 square feet.

Beginning at a point in the northerly line of Main Street at the westerly corner of the herein described parcel which is located S 84°-29'-07" E, a distance of Nine Hundred Fifteen and Forty-Four Hundredths feet (915.44') from the intersection of the easterly line of Sixth Street and northerly line of Main Street; thence

N 29°-40'-28" E a distance of Fifty-Five and Twenty-One Hundredths feet (55.21') to a point; thence

Along the arc of a curve, curving to the right, with a radius of Five Hundred Eighty-One and Eighty-Eight Hundredths feet (581.88'), a distance of Fifty-Five and Fifty Hundredths feet (55.50') to a point; thence

S 49°-20'-28" E a distance of Seventy and No Hundredths feet (70.00') to a point; thence

S 34°-35'-57" W a distance of Thirty-Four and Fifty-Five Hundredths feet (34.55') to a point; thence

N 81°-44'-36" W a distance of One Hundred Ten and No Hundredths feet (110.00') to a point; thence

N 05°-30'-53" E a distance of Forty-Four and Fifty-Nine Hundredths feet (44.59') to the point of beginning.

The above mentioned parcel contains 8,056 square feet.

The above mentioned three parcels of land in Cambridge, Massachusetts contain 11,010 square feet, more or less, as shown on a plan entitled "Easement Plan in Cambridge, Mass."; dated July 16, 1987 and Revised August 17, 1987; prepared by Allen, Demurjian, Major & Nitsch, Inc.; Scale 1" = 40' and to be recorded herewith.

Exhibit FTRACT VI LEGAL DESCRIPTION

A certain tract of land situated on the southerly side of Broadway in the City of Cambridge, in the County of Middlesex, Commonwealth of Massachusetts, bounded and described as follows:

Beginning at a point in the southerly line of Broadway at the northwesterly corner of the granted premises S 60°-30'-18" E a distance of Six Hundred Sixty-Six and Eighty-One Hundredths feet (666.81') from the point of curvature of the southerly sideline of Broadway and the easterly line of Sixth Street; thence

S 60°-30'-18" E a distance of Two Hundred Six and Eighty-Three Hundredths feet (206.83') bounding on the southerly line of Broadway to a point; thence

Along the arc of a curve, curving to the right with a radius of Five Hundred Eighty-One and Eighty-Eight Hundredths feet (581.88'), a distance of Fifty-Five and Fifty Hundredths (55.50') to a point; thence

S 49°-20'-28" E a distance of Seventy and No Hundredths feet (70.00') along a certain parcel of land, now or formerly owned by the Cambridge Redevelopment Authority for the next four (4) courses to a point; thence

S 34°-35'-57" W a distance of Thirty-Four and Fifty-Five Hundredths feet (34.55') to a point; thence

N 81°-44'-36" W a distance of One Hundred Ten and No Hundredths feet (110.00') to a point; thence

N 05°-30'-53" E a distance of Forty-Four and Fifty-Nine Hundredths feet (44.59') to a point; thence

N 84°-29'-07" W a distance of One Hundred Seventy-Six and Forty-One Hundredths feet (176.41') to a point; thence

N 05°-34'-07" E a distance of Twenty-Four and Five Hundredths feet (24.05') along the outside face of a brick building for the next four (4) courses to a point; thence

N 84°-15'-14" W a distance of Nine and Ninety-Five Hundredths feet (9.95') to a point; thence

N 05°-29'-37" E a distance of Fifty-Six and Ninety-Two Hundredths feet (56.92') to a point; thence



3 1 8 5 6 0 P 5 5 4

S 84°-25'-46" E a distance of Twenty and Two Hundredths feet  
(20.02') to a point; thence

N 05°-27'-58" E a distance of Fifty-Three and Forty-Four  
Hundredths feet (53.44') to the point of  
beginning.

The above-described tract of land in Cambridge, MA contains  
26,325 square feet, more or less, as shown on a plan entitled  
"Easement Plan in Cambridge, Mass."; dated July 16, 1987 and  
Revised August 17, 1987; Prepared by Allen, Demurjian, Major &  
Nitsch, Inc., Scale 1"=40' and to be recorded herewith.

# COPY

Exhibit G  
DEED

The MASSACHUSETTS BAY TRANSPORTATION AUTHORITY, a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts, having a usual place of business at 50 High Street, Boston, Massachusetts, acting under the provisions of Massachusetts General Laws, Chapter 161A, as amended (hereinafter called "MBTA" or "GRANTOR"), in consideration of NINE HUNDRED FORTY-FOUR THOUSAND DOLLARS AND NO CENTS (\$944,000.00) paid, the receipt of which is hereby acknowledged, does hereby grant without covenants a certain parcel of land with the buildings thereon located in the City of Cambridge, County of Middlesex, Commonwealth of Massachusetts, subject to certain easements reserved herein, to the CAMBRIDGE REDEVELOPMENT AUTHORITY, a public body politic and corporate having a usual place of business at 336 Main Street, Cambridge, Massachusetts, acting under the provisions of Massachusetts General Laws, Chapter 121B, as amended (hereinafter called "GRANTEE"), said parcel designated as Block 10, Lot 1 of the Kendall Square Urban Renewal Area located in the City of Cambridge, County of Middlesex, Commonwealth of Massachusetts, as shown on a plan entitled "CAMBRIDGE REDEVELOPMENT AUTHORITY, KENDALL SQUARE URBAN RENEWAL AREA, PARCEL ACQUISITION PLAN, BLOCK 10, LOT 1," as prepared by Fay, Spofford & Thorndike, Inc., and dated January 15, 1982, recorded herewith.

Said premises are bounded and described as follows:



BLOCK 10, LOT 1

Beginning at a point, said point being at the intersection of the northerly sideline of Main Street with the easterly sideline of Carlton Street;

Thence running N05°-30'-53"E, a distance one hundred thirty-five and eighty-five hundredths (135.85) feet to a point;

Thence turning and running N29°-29'-42"E, a distance of one hundred six and fifty-one hundredths (106.51) feet to a point;

Thence turning and running S60°-30'-18"E, a distance of four hundred five and forty-six hundredths (405.46) feet to a point;

Thence turning and running S29°-40'-28"W, a distance of seventy-four and ninety-three hundredths (74.93) feet to a point;

Thence turning and running N84°-29'-07"W, a distance of three hundred eighty-three and eight hundredths (383.08) feet to the point of beginning.

Containing Sixty-two thousand seven hundred ninety-one (62,791) square feet, more or less, as shown on the above-referenced plan; there is included in the above description the registered land referred to below.

For GRANTOR's title, see Middlesex South District Registry of Deeds, Book 5079, Page 427; Book 5058, Page 99; Book 5058, Page 98; Book 5187, Page 284; Book 5204, Page 382; Book 5153, Page 166; Book 5153, Page 167; Book 5153, Page 165; Middlesex South Registry District of the Land Court, Certificate of Title Nos. 34426; 34008; 34007; 25471; 30087; and 25206.

All rights and obligations of the GRANTOR and GRANTEE as created herein shall inure to the benefit of and be binding upon the respective parties, their successors and assigns.

Said premises are conveyed without covenants and subject to and with the benefit of easements, restrictions,

agreements and restrictions of record, if there be any, insofar as the same may be in force and applicable. Further, said premises are conveyed subject to certain easements reserved herein and designated as Permanent Surface and Subsurface Easement Area PI-A, Permanent Surface and Subsurface Easement Area PI-B, Permanent Surface and Subsurface Easement Area PI-B1, Permanent Surface and Subsurface Easement Area PI-C, Permanent Surface and Subsurface Easement Area PI-C1, Permanent Surface and Subsurface Easement Area PI-C2, Permanent Surface and Subsurface Easement Area PI-D, Permanent Surface and Subsurface Easement Area PI-E, Permanent Surface and Subsurface Easement Area PI-E1, Temporary Construction Easement Area PI-F, Northeast Head-House Easement Area and Bus Lane Easement Area as shown on plans entitled "EASEMENT AREAS FOR MBTA POWER IMPROVEMENT PROJECT," PARTS I and II," as prepared by Fay, Spofford & Thorndike, Inc., Engineers, and dated January 21, 1982, recorded herewith, said easement areas bounded and described as follows:

PERMANENT SURFACE AND SUBSURFACE EASEMENT AREA PI-A

Beginning at a point (P-1 on the plan), said point being N05<sup>0</sup>-50'-23"W, a distance of one hundred ten and seventy hundredths (110.70) feet from the intersection of the southerly sideline of Main Street and the easterly sideline of Hayward Street;

Thence running N05<sup>0</sup>-30'-53"E, a distance of sixty-five and no hundredths (65.00) feet to a point (P-2 on the plan);

Thence turning and running S84<sup>0</sup>-29'-07"E, a distance of sixty-five and no hundredths (65.00) feet to a point (P-3 on the plan);

3 1 3 5 6 0. P 5 5 8

Thence turning and running  $S05^{\circ}-30'-53''W$ , a distance of five and no hundredths (5.00) feet to a point (P-4 on the plan);

Thence turning and running  $S84^{\circ}-29'-07''E$ , a distance of twenty-five and eighty-three hundredths (25.83) feet to a point (P-5 on the plan);

Thence turning and running  $S05^{\circ}-30'-53''W$ , a distance of sixty and no hundredths (60.00) feet to a point (P-6 on the plan);

Thence turning and running  $N84^{\circ}-29'-07''W$ , a distance of ninety and eighty-three hundredths (90.83) feet to the point of beginning (P-1 on the plan).

The area described herein contains five thousand seven hundred seventy-five (5,775) square feet, more or less;

The area described herein shall constitute a permanent exclusive surface and subsurface easement to construct, reconstruct, repair, replace, maintain and use a new traction power substation facility and transformer yard or other mass transportation facility to be constructed by the GRANTOR; and, the maximum height of the PI-A easement area shall not exceed sixty (60) feet above sea level. It is agreed that vents for smoke, steam, plumbing and odors may be required to rise above the easement area from the GRANTOR'S construction. Any construction contemplated by the GRANTEE shall be designed to accommodate such requirements and further easements for the maintenance thereof shall be granted upon request of the GRANTOR.

#### PERMANENT SURFACE AND SUBSURFACE EASEMENT AREA PI-B

Beginning at a point (P-7 on the plan), said point being  $N09^{\circ}-23'-09''E$ , a distance of one hundred seventy-three and three hundredths (173.03) feet from the intersection of the southerly sideline of Main Street and the westerly sideline of Hayward Street;

Thence running  $N05^{\circ}-30'-53''E$ , a distance of twenty-four and seventy-eight hundredths (24.78) feet to a point (P-8 on the plan).

Thence turning and running  $N29^{\circ}-29'-42''E$ , a distance of thirteen and twenty-six hundredths (13.26) feet to a point (P-9 on the plan);

Thence turning and running  $S60^{\circ}-30'-18''E$ , a distance of one hundred one and eighteen hundredths (101.18) feet to a point

(P-10 on the plan);

Thence turning and running S36°-55'-24"W, a distance of ninety-one hundredths (0.91) feet to a point (P-5 on the plan);

Thence turning and running N84°-29'-07"W, a distance of twenty-five and eighty-three hundredths (25.83) feet to a point (P-4 on the plan);

Thence turning and running N05°-30'-53"E, a distance of five and no hundredths (5.00) feet to a point (P-3 on the plan);

Thence turning and running N84°-29'-07"W, a distance of seventy-one and fifty-two hundredths (71.52) feet to the point of beginning (P-7 on the plan).

The area described herein contains one thousand eight hundred and eight (1,808) square feet, more or less;

The area described herein shall constitute:

(a) A permanent surface and subsurface easement to construct, reconstruct, repair, replace, maintain and use underground utilities, including, but not limited to, storm drains, water service, duct banks, telephone supply service and sanitary connections; and

(b) A permanent surface easement for pedestrian and vehicular access to the PI-A Easement Area;

#### PERMANENT SURFACE AND SUBSURFACE EASEMENT AREA PI-B1

Beginning at a point (P-9 on the plan), said point being N10°-10'-22"E, a distance of two hundred ten and twenty-three hundredths (210.23) feet from the intersection of the southerly sideline of Main Street and the westerly sideline of Hayward Street;

Thence running N29°-29'-42"E, a distance of fifteen and no hundredths (15.00) feet to a point (P-11 on the plan);

Thence turning and running S60°-30'-18"E, a distance of one hundred four and ninety-three hundredths (104.93) feet to a point (P-12 on the plan);

Thence turning and running S05°-30'-53"W, a distance of twelve and ninety-six hundredths (12.96) feet to a point (P-13 on the

plan);

Thence turning and running N84°-29'-07"W, a distance of seven and eighty-six hundredths (7.86) feet to a point (P-14 on the plan):

Thence running along a curve to the left, having a radius of forty-six and fifteen hundredths (46.15) feet, a distance of one and eighty-four hundredths (1.84) feet to a point of tangency (P-10 on the plan);

Thence running N60°-30'-18"W, a distance of one hundred one and eighteen hundredths (101.18) feet to the point of beginning (P-9 on the plan).

The area described herein contains one thousand six hundred and eleven (1,611) square feet, more or less;

The area described herein shall constitute a permanent surface and subsurface easement to construct, reconstruct, repair, replace, maintain and use underground utilities, including, but not limited to, manholes, storm drains, water service, telephone supply service and duct banks.

The area described herein shall also constitute a permanent surface easement for use by GRANTOR as a travel lane for buses; and GRANTEE shall make reasonable efforts to limit use of the subject easement area to GRANTOR buses and taxicabs. GRANTEE shall also use its best efforts to assure that an adequate bus lane, as shown on said plan, shall be available for the use of GRANTOR's buses, said bus lane to include land of the City of Cambridge as well as the easement area reserved herein, it being understood that five (5) feet of the easement area located on the westerly and <sup>southerly</sup> ~~easterly~~ side shall be used as a sidewalk so long as adequate bus lane remains.

## PERMANENT SURFACE AND SUBSURFACE EASEMENT AREA PI-C

Beginning at a point (P-16 on the plan), said point being N07°-08'-54"W, a distance of ninety-nine and forty-two hundredths (99.42) feet from the intersection of the southerly sideline of Main Street and the easterly sideline of Hayward Street;

Thence running N05°-30'-53"E, a distance of eleven and fifty-three hundredths (11.53) feet to a point (P-1 on the plan);

Thence turning and running S84°-29'-07"E, a distance of ninety and eighty-three hundredths (90.83) feet to a point (P-6 on the plan);

Thence turning and running S39°-29'-07"E, a distance of sixteen and thirty-one hundredths (16.31) feet to a point (P-15 on the plan);

Thence turning and running N84°-29'-07"W, a distance of one hundred two and thirty-seven hundredths (102.37) feet to the point of beginning (P-16 on the plan).

The area described herein contains one thousand one hundred fourteen (1,114) square feet, more or less;

The area described herein shall constitute:

(a) A permanent surface and subsurface easement to construct, reconstruct, repair, replace, maintain and use underground utilities including, but not limited to, duct banks and a manhole; and

(b) A permanent surface easement for pedestrian ~~and~~ <sup>22m</sup> ~~vehicular~~ access to the PI-A Easement Area from Main Street;

## PERMANENT SURFACE AND SUBSURFACE EASEMENT AREA PI-C1

Beginning at a point (P-16 on the plan), said point being N07°-08'-54"W, a distance of ninety-nine and forty-two hundredths (99.42) feet from the intersection of the southerly sideline of Main Street and the easterly sideline of Hayward Street;

Thence running S84°-29'-07"E, a distance of sixty and thirty hundredths (60.30) feet to a point (P-17 on the plan);

Thence turning and running S05°-30'-53"W, a distance of eighteen and no hundredths (18.00) feet to a point (P-18 on the plan);



Thence turning and running  $N84^{\circ}-29'-07''W$ , a distance of one hundred seven and thirty-two hundredths (107.32) feet to a point (P-19 on the plan):

Thence turning and running  $N05^{\circ}-30'-53''E$ , a distance of thirteen and no hundredths (13.00) feet to a point (P-20 on the plan);

Thence turning and running  $S84^{\circ}-29'-07''E$ , a distance of forty-seven and two hundredths (47.02) feet to a point (P-21 on the plan);

Thence turning and running  $N05^{\circ}-30'-53''E$ , a distance of five and no hundredths (5.00) feet to the point of beginning (P-16 on the plan);

The area described herein contains one thousand six hundred ninety-seven (1,697) square feet, more or less;

The area described herein shall constitute a permanent surface and subsurface easement to construct, reconstruct, repair, replace, maintain and use underground utilities including, but not limited to, a duct bank and a manhole;

#### PERMANENT SURFACE AND SUBSURFACE EASEMENT AREA PI-C2

Beginning at a point (P-15 on the plan), said point being  $N45^{\circ}-13'-44''E$ , a distance of one hundred twenty-six and ten hundredths (126.10) feet from the intersection of the southerly sideline of Main Street and the easterly sideline of Hayward Street;

Thence running  $S39^{\circ}-29'-07''E$ , a distance of twenty-five and forty-six hundredths (25.46) feet to a point (P-22 on the plan);

Thence turning and running  $N84^{\circ}-29'-07''W$ , a distance of forty-nine and seven hundredths (49.07) feet to a point (P-23 on the plan);

Thence turning and running  $N05^{\circ}-30'-53''E$ , a distance of seven and no hundredths (7.00) feet to a point (P-24 on the plan);

Thence turning and running  $S84^{\circ}-29'-07''E$ , a distance of fifteen and fifty-eight hundredths (15.58) feet to a point (P-25 on the plan):

Thence turning and running  $N05^{\circ}-30'-53''E$ , a distance of eleven and no hundredths (11.00) feet to a point (P-26 on the plan);

Thence turning and running  $S84^{\circ}-29'-07''E$ , a distance of fifteen

and forty-nine hundredths (15.49) feet to the point of beginning (P-15 on the plan).

The area described herein contains five hundred fifty (550) square feet, more or less;

The area described herein shall constitute a permanent surface and subsurface easement to construct, reconstruct, repair, replace, maintain and use underground utilities including, but not limited to, duct banks and manholes;

PERMANENT SURFACE AND SUBSURFACE EASEMENT AREA PI-D

Beginning at a point (P-6 on the plan), said point being N37°-58'-33"E, a distance of one hundred twenty-eight and sixty-three hundredths (128.63) feet from the intersection of the southerly sideline of Main Street and the easterly sideline of Hayward Street;

Thence running N05°-30'-53"E, a distance of sixty and no hundredths (60.00) feet to a point (P-5 on the plan);

Thence turning and running N36°-55'-24"E, a distance of ninety-one hundredths (0.91) feet to a point (P-10 on the plan);

Thence turning and running along a curve to the right, having a radius of forty-six and fifteen hundredths (46.15) feet, a distance of seventy-two and thirty-four hundredths (72.34) feet to a point P-27 on the plan);

Thence turning and running N84°--29'-07"W, a distance of twenty-three and ninety-five hundredths (23.95) feet to the point of beginning (P-6 on the plan).

The area described herein contains one thousand three hundred forty-six (1,346) square feet;

The area described herein shall constitute a permanent surface and subsurface easement for pedestrian and vehicular access to the PI-A Easement Area as required to construct, reconstruct, repair, replace, maintain and use machinery and equipment;



3 1 3 5 3 0 P 5 6 4  
PERMANENT SURFACE AND SUBSURFACE EASEMENT AREA PI-E

Beginning at a point (P-6 on the plan), said point being N37°-58'-33"E, a distance of one hundred twenty-eight and sixty-three hundredths (128.63) feet from the intersection of the southerly sideline of Main Street and the easterly sideline of Hayward Street;

Thence running N05°-30'-53"E, a distance of sixty and no hundredths (60.00) feet to a point (P-5 on the plan);

Thence turning and running N36°-55'-24"E, a distance of ninety-one hundredths (0.91) feet to a point (P-10 on the plan);

Thence turning and running along a curve to the right, having a radius of forty-six and fifteen hundredths (46.15) feet, a distance of eleven and twelve hundredths (11.12) feet to a point (P-28 on the plan);

Thence turning and running S05°-30'-53"W, a distance of sixty-five and eight hundredths (65.08) feet to a point (P-29 on the plan);

Thence turning and running N84°-29'-07"W, a distance of one hundred ten and eighty-three hundredths (110.83) feet to a point (P-30 on the plan);

Thence turning and running N05°-30'-53"E, a distance of eighty-five and no hundredths (85.00) feet to a point (P-31 on the plan);

Thence turning and running S84°-29'-07"E, a distance of sixty-nine and thirty-four hundredths (69.34) feet to a point (P-32 on the plan);

Thence turning and running S60°-30'-18"E, a distance of thirty-four and ninety-nine hundredths (34.99) feet to a point (P-10 on the plan);

Thence turning and running S36°-55'-24"W, a distance of ninety-one hundredths (0.91) feet to a point (P-5 on the plan);

Thence turning and running N84°-29'-07"W, a distance of twenty-five and eighty-three hundredths (25.83) feet to a point (P-4 on the plan);

Thence turning and running N05°-30'-53"E, a distance of five and no hundredths (5.00) feet to a point (P-3 on the plan);

Thence turning and running N84°-29'-07"W, a distance of sixty-five and no hundredths (65.00) feet to a point P-2 on the plan);

Thence turning and running S05°-30'-53"W, a distance of sixty-five and no hundredths (65.00) feet to a point (P-1 on the plan);

Thence turning and running  $S84^{\circ}-29'-07''E$ , a distance of ninety and eighty-three hundredths (90.83) feet to the point of beginning (P-6 on the plan).

The area described herein contains three thousand two hundred fifty-eight (3,258) square feet, more or less;

The area described herein shall constitute a permanent surface and subsurface easement for maintenance, repair, construction and reconstruction of the facilities constructed in the PI-A Easement Area.

#### PERMANENT SURFACE AND SUBSURFACE EASEMENT AREA PI-E1

Beginning at a point (P-28 on the plan), said point being  $N33^{\circ}-50'-27''W$ , a distance of two hundred fifteen and eighty-three hundredths (215.83) feet from the intersection of the southerly sideline of Main Street and the westerly sideline of Wadsworth Street;

Thence running along a curve to the left, having a radius of forty-six and fifteen hundredths (46.15) feet, a distance of eleven and twelve hundredths (11.12) feet to a point (P-10 on the plan):

Thence turning and running  $N60^{\circ}-30'-18''W$ , a distance of thirty-four and ninety-nine hundredths (34.99) feet to a point (P-32 on the plan);

Thence turning and running  $S84^{\circ}-29'-07''E$ , a distance of fifteen and sixty-six hundredths (15.66) feet to a point (P-33 on the plan);

Thence turning and running  $S05^{\circ}-30'-53''W$ , a distance of five and no hundredths (5.00) feet to a point (P-34 on the plan);

Thence turning and running  $S84^{\circ}-29'-07''E$ , a distance of twenty-five and eighty-three hundredths (25.83) feet to a point (P-35 on the plan);

Thence turning and running  $S05^{\circ}-30'-53''W$ , a distance of fourteen and ninety-two hundredths (14.92) feet to the point of beginning (P-28 on the plan).

The area described herein contains two hundred fifty-eight (258) square feet, more or less,

The area described herein shall constitute a permanent surface and subsurface easement for maintenance, repair, construction and reconstruction of the facilities constructed in the PI-A Easement Area;

The area described herein shall also constitute a permanent surface easement for use by GRANTOR as a travel lane for buses;

#### TEMPORARY CONSTRUCTION EASEMENT AREA PI-F

Beginning at a point (P-37 on the plan), said point being N23°-37'-44"W, a distance of one hundred ten and four hundredths (110.04) feet from the intersection of the southerly sideline of Main Street and the westerly sideline of Hayward Street;

Thence running N05°-30'-53"E, a distance of one hundred nineteen and fifty-five hundredths (119.55) feet to a point (P-38 on the plan);

Thence running along a curve to the right, having a radius of twenty and no hundredths (20.00) feet, a distance of twenty-five and thirty-three hundredths (25.33) feet to a point (P-39 on the plan);

Thence turning and running S60°-30'-18"E, a distance of sixty-two and no hundredths (62.00) feet to a point (P-9 on the plan);

Thence turning and running S29°-29'-42"W, a distance of thirteen and twenty-six hundredths (13.26) feet to a point (P-8 on the plan);

Thence turning and running S05°-30'-53"W, a distance of one hundred one and thirty-one hundredths (101.31) feet to a point (P-36 on the plan);

Thence turning and running N84°-29'-07"W, a distance of sixty-five and twenty-seven hundredths (65.27) feet to the point of beginning (P-37 on the plan).

The area described herein contains eight thousand four hundred thirty-two (8,432) square feet, more or less;

The area described herein shall constitute a temporary construction easement in that portion of the site lying easterly of the proposed private driveway as shown on the plan. This easement reserves to the GRANTOR the right to enter the easement area with vehicles, workmen, equipment and materials to perform and complete all work in connection with the construction of the traction power substation facility and shall terminate when construction has been completed.

NORTHEAST HEAD-HOUSE PERMANENT SURFACE AND SUBSURFACE EASEMENT AREA

Beginning at a point (P-18 on the plan), said point being  $N31^{\circ}-29'-56''E$ , a distance of eighty-seven and eighty-eight hundredths (87.88) feet from the intersection of the southerly sideline of Main Street and the easterly sideline of Hayward Street;

Thence running  $N05^{\circ}-30'-53''E$ , a distance of eighteen and no hundredths (18.00) feet to a point (P-17 on the plan);

Thence turning and running  $S84^{\circ}-29'-07''E$ , a distance of twenty-six and fifty-eight hundredths (26.58) feet to a point (P-26 on the plan);

Thence turning and running  $S05^{\circ}-30'-53''W$ , a distance of eleven and no hundredths (11.00) feet to a point (P-25 on the plan);

Thence turning and running  $N84^{\circ}-29'-07''W$ , a distance of fifteen and fifty-eight hundredths (15.58) feet to a point (P-24 on the plan);

Thence turning and running  $S05^{\circ}-30'-53''W$ , a distance of seven and no hundredths (7.00) feet to a point (P-23 on the plan);

Thence turning and running  $N84^{\circ}-29'-07''W$ , a distance of eleven and no hundredths (11.00) feet to the point of beginning (P-18 on the plan).

The area described herein contains three hundred sixty-nine (369) square feet, more or less;

The area described herein shall constitute a permanent surface and subsurface easement to construct, reconstruct, repair, replace, maintain and use the Northeast Head-House as access for the public to the Red Line subway and for any other public transportation purposes

BUS LANE EASEMENT AREA

Beginning at a point (P-43 on the plan), said point being  $N46^{\circ}-14'-36''E$ , a distance of one hundred four and twenty-five hundredths (104.25) feet from the intersection of the southerly sideline of Main Street and the easterly sideline of Hayward Street;

Thence running northeasterly along a curve to the left, having a radius of fifty-one and fifteen hundredths (51.15) feet, a distance of one hundred twenty-one and sixty-seven hundredths (121.67) feet to a point (P-44 on the plan);

Thence turning and running  $N60^{\circ}-30'-18''W$ , a distance of one hundred one and eighteen hundredths (101.18) feet to a point (P-45 on the plan);

Thence turning and running  $N29^{\circ}-29'-42''E$ , a distance of ten and no hundredths (10.00) feet to a point (P-11 on the plan);

Thence turning and running  $S60^{\circ}-30'-18''E$ , a distance of one hundred thirty-seven and fifty-five hundredths (137.55) feet to a point (P-40 on the plan);

Thence turning and running along a curve to the right, having a radius of seventy-one and fifteen hundredths (71.15) feet, a distance of forty-three and eighty hundredths (43.80) feet to a point (P-41 on the plan);

Thence turning and running  $S05^{\circ}-30'-53''W$ , a distance of forty-eight and nine hundredths (48.09) feet to a point (P-42 on the plan);

Thence turning and running  $N84^{\circ}-29'-07''W$ , a distance of fifty-three and ninety hundredths (53.90) feet to the point of beginning (P-43 on the plan).

The area described herein contains three thousand five hundred eighty (3,580) square feet, more or less;

The area described herein shall constitute a permanent surface easement for use as a travel lane for buses.

The area described herein shall constitute a permanent surface easement for use by GRANTOR as a travel lane for buses; and GRANTEE shall make reasonable efforts to limit use of the subject easement area to GRANTOR buses and taxi-cabs. GRANTEE shall also use its best efforts to assure that an adequate bus lane, as shown on said plan, shall be available for the use of GRANTOR buses, said bus lane to include land of the City of Cambridge as well as the easement area reserved herein.

GRANTEE shall have the right, subject to the obligations herein contained, to construct, reconstruct, repair, replace, maintain and use as may be required, supporting columns and footings on and in the GRANTOR's easement areas, as reserved herein, for the purpose of furnishing support for the improvements to be constructed on or over the said easement areas pursuant to plans to be approved by GRANTOR; and service cores for the purpose of providing utilities to the proposed improvements, the location and size of such columns and service cores to be subject to the approval of GRANTOR; and such approval shall not be unreasonably withheld;

GRANTOR hereby reserves the right to approve all plans for construction, alteration or reconstruction of any buildings, structures, facilities, utilities and other installations within or above the easement areas, where such construction, alteration or reconstruction might affect the safe and uninterrupted operation of the GRANTOR's mass transportation facilities. At the request of the GRANTEE, such approval shall be in writing in recordable form by the Chief Engineer of the GRANTOR. Upon completion of any such buildings, structures, facilities, utilities and other installations substantially and materially in accordance with such approved plans, at the request of the GRANTEE, a certificate of completion in recordable form shall be executed by the Chief Engineer of the GRANTOR. The recording of any such approval or certificate shall be conclusive evidence that the plans have been so approved and



that any such work has been satisfactorily completed, as the case may be. The issuance of such approval or certificate shall not be unreasonably withheld or delayed. If, at the time that any such approval or certificate is requested, the GRANTOR has no Chief Engineer, then any authorized employee or official having decision-making authority with respect to such matters shall be authorized to sign such instruments and such execution shall satisfy the requirements of this paragraph.

GRANTEE shall, at its cost and expense, keep and maintain in good repair any foundations, footings, support columns, bearing walls or major structural elements installed by it, above, upon or below all of the easement areas reserved herein. In the event of repair, replacement or removal of any such foundations, footings, support columns or bearing walls or in the event of any major repair or any replacement or removal of any such major structural element, GRANTEE shall give GRANTOR at least thirty (30) days prior written notice of such proposed work and, in addition to the matters specified above in this paragraph, shall submit to GRANTOR finished plans, drawings and specifications for the work proposed. No such repair, replacement or removal shall be undertaken except in accordance with specific approval of GRANTOR following the giving of such notice, which approval shall not be unreasonably withheld or delayed, and any such work shall be carried on in such manner and at such hours and subject to such reasonable rules, precautions, control



and direction as GRANTOR may specify in order to achieve its objective of keeping the easement areas reserved herein open for the safe and uninterrupted operation of mass transportation.

GRANTEE shall maintain and control activities and uses in the premises in such manner that neither the GRANTEE nor anyone claiming through it shall interfere with activities of the MBTA in the easement areas. Promptly upon written notice from the MBTA, GRANTEE shall cease and desist from usages or practices or from causing of or the maintenance of a condition constituting a hindrance or danger to the MBTA's operation of its power or transit system, and in the event that the GRANTEE does not so cease and desist, the MBTA may take any reasonable measures which it deems necessary to protect the safe operation of its system and any such measure shall not be deemed a trespass by the MBTA. The GRANTEE shall have the right to make emergency repairs after notice but shall not be required to wait thirty (30) days.

The GRANTEE shall follow proper electrical grounding procedures in construction and maintenance of any building built in the premises, in order to avoid electrical shock injuries to persons in the area,

The GRANTEE will not suffer, allow or permit the loading of any of the floors of any building now or at any time erected in the premises beyond the loading which the same will safely support.

The GRANTEE will not use or keep or permit to be kept within the premises any materials or substances of radioactive, high-hazard combustible or explosive nature. In its occupancy and use of the premises, the GRANTEE will not permit, and will promptly after notice thereof from the MBTA, take such reasonable action as may be necessary to eliminate any other hazardous infusions into or hazardous or

deleterious discharges upon the MBTA facilities.

The GRANTEE will not make any claim against the MBTA for or by reason of the ownership, use or occupancy by the MBTA or others of the MBTA facilities, (whether on account of noise, smoke, vibration, fumes, odor, harmonics, electrolysis, electrical interference or other causes resulting from the ordinary use of the MBTA facilities for mass transportation) and the operation, maintenance and repair thereof.

The GRANTEE will indemnify and save harmless the MBTA from all damages to the facilities of the MBTA due to the existence, maintenance, use, occupation or location of structures erected and maintained pursuant to this Deed. The GRANTEE or any successor in title shall be liable only for such damage arising during its ownership of the fee.

If any structure constructed in the premises shall be damaged or destroyed so as to affect in any way the safety of persons or property in the MBTA facilities, the GRANTEE shall, promptly at its expense, proceed to make such temporary repair and perform such work or removal of debris or dangerous materials and structures as will enable MBTA functions to continue in a safe and uninterrupted manner to the satisfaction of the MBTA. If or to the extent that the GRANTEE fails to take all reasonable steps to comply with these provisions with all due dispatch following such damage or destruction, then the MBTA may, but shall not be obligated to, perform work required of the GRANTEE hereunder and the cost thereof shall be payable to the MBTA on demand.

Following completion of any temporary repairs, as required above, the GRANTEE will commence any permanent

repair or restoration of such damage or destruction within a reasonable period of time under the circumstances, provided that the GRANTEE promptly commences and diligently proceeds with such repair or restoration, subject, however, to delays by the MBTA in any approvals required of it hereunder or delays resulting from governmental regulation, unusual scarcity of or inability to obtain labor or materials or other causes beyond the GRANTEE's reasonable control. If any such work or restoration or repair will involve any part of the MBTA's facilities or be in such proximity thereto that the carrying on of such work might create risks or impede normal operations thereon, then such work shall be undertaken and carried on only in accordance with construction plans, methods, and procedures, and subject to such controls as the MBTA shall approve, as provided above.

All the rights and remedies of the MBTA herein mentioned or referred to or arising hereunder shall be deemed to be distinct, separate and cumulative, and no one or more of them whether exercised or not, nor any mention of them herein shall be deemed to be in exclusion of, or a waiver of, any of the others, or of any rights or remedies which the MBTA might have whether by present or future law or pursuant to this Deed, and the MBTA shall have, to the fullest extent permitted by law, the right to enforce any rights or remedies separately, and to take any lawful action or proceedings to exercise or enforce any rights or remedies whether at law or in equity or otherwise, without thereby

waiving, or being thereby barred or stopped from exercising and enforcing any other rights or remedies by appropriate action or proceedings.

No waiver by the MBTA of any breach by the GRANTEE of any covenant, agreement or condition herein contained shall constitute a waiver or relinquishment for the future of any such covenant, agreement or condition or of any subsequent breach.

In the event that any building(s) or other major structures erected by the GRANTEE within the premises are abandoned, have deteriorated and threaten to cause damage to the MBTA facilities, then the MBTA shall have the right to cause the GRANTEE to repair such offending buildings or structures or to remove the same by giving written notice hereof to the GRANTEE. If, within sixty (60) days of having received such notice, the GRANTEE does not cure such problem (or, if such problem is such that it would be unreasonable to expect it to be cured within sixty (60) days), then such longer period of time as is necessary to cure such problem so long as such cure is commenced promptly and prosecuted diligently, the MBTA may undertake such cure to the extent reasonably necessary to protect its facilities and the cost therefor shall be payable to the MBTA on demand.

MBTA reserves the right to retain the use of its existing power station and its existing subway entrance on the premises until such time as the new traction power station now under construction on the premises is completed and fully operational to the

3 1 8 5 6 0 P 5 7 6

satisfaction of MBTA, and until a new replacement subway entrance is constructed. This right includes the right to repair, maintain, and reconstruct as necessary to keep the existing facilities fully operational as long as required. At such time as the new traction power station and the new subway entrance are fully operational, MBTA will, at the request of GRANTEE, execute an appropriate release in recordable form, releasing its right to retain the use of the existing power station and subway entrance.

GRANTOR has given thirty days' notice of its Advisory Board under Massachusetts General Laws, Chapter 161A, Section 5(b), and there has been full compliance thereunder.

IN WITNESS WHEREOF, said MASSACHUSETTS BAY TRANSPORTATION AUTHORITY has caused these presents to be executed as an instrument under seal, acknowledged and delivered in its name and behalf by James F. Carlin, its Chairman, hereto duly authorized this 25<sup>th</sup> day of January, 1982.

MASSACHUSETTS BAY TRANSPORTATION  
AUTHORITY

By James F. Carlin  
James F. Carlin  
Chairman

Approved as to form:

Joseph H. Elcock  
General Counsel

Joseph H. Elcock  
General Counsel

THE COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

*January 25, 19 87*

Then personally appeared the above-named *James F. O'Leary*  
and acknowledged the foregoing  
instrument to be the free act and deed of the Massachusetts  
Bay Transportation Authority, before me,

*Mary Ellen Busby*  
Notary Public

My Commission Expires: *September 17, 1987*

NOTARY PUBLIC  
CARENS & DEGIACOMO  
OFFICE SQUARE  
AND OFFICE

MASSACHUSETTS  
BAY  
TRANSPORTATION  
AUTHORITY

8 5 3 0 P. 5 7 8

COPY

Board of Directors  
50 High Street, Boston, Mass. 02110

I, Kathleen Hines, Recording Secretary of the Board of Directors of the Massachusetts Bay Transportation Authority, hereby certify that, at a Meeting of the Board of Directors of the Massachusetts Bay Transportation Authority, acting under the provisions of Chapter 161A of the General Laws, as amended to date, duly called and held on the twenty-seventh day of May 1980, at which all the members were present, the following Vote was adopted:

VOTED: That, subject to 30 days' notice to the Advisory Board under General Laws, Chapter 161A, Section 5(b), the Chairman be, and he hereby is, authorized to sell to the Cambridge Redevelopment Authority approximately 62,791 square feet of land with buildings thereon, bounded by Main Street, Carleton Street and Broadway, Kendall Square, Cambridge, Massachusetts, known as 28-52 Broadway and 261-309 Main Street, Cambridge, Massachusetts, for the sum of \$944,000, said land to be used in connection with the Kendall Square Urban Renewal Project, and to be conveyed on the condition that Cambridge Redevelopment Authority shall convey to the Massachusetts Bay Transportation Authority (MBTA), at nominal consideration, a permanent subsurface easement in said land for the maintenance and use of the MBTA's proposed traction power substation and Red Line Rapid Transit Station entrances and headhouse, and upon such additional terms and conditions as are provided in a Purchase and Sale Agreement, substantially in the form presented to this Meeting, a proposed Cooperation Agreement between the Cambridge Redevelopment Authority and the MBTA, and the deed conveying the subject land; and, be it

FURTHER VOTED: That the Chairman be, and he hereby is, authorized to execute, in the name and behalf of the Authority; and in form approved by General Counsel, the aforementioned Purchase and Sale Agreement, Cooperation Agreement and Deed, and any additional instruments necessary to carry out the terms of these agreements.

A true copy.

Attest: January 22, 1982

*Kathleen Hines*  
Recording Secretary

Board of Directors of the  
Massachusetts Bay Transportation Authority

RECEIVED  
OFFICE OF THE  
ATTORNEY GENERAL  
JAN 23 1982  
STATE HOUSE  
RECORDS & DOCUMENTS  
SECTION



(COPY OF ENCUMBRANCE)

Commonwealth of Massachusetts  
LAND COURT.

Middlesex, SS.

I hereby certify that the foregoing is a true copy of Document No. 631362  
registered November 29, 1982 at 2 o'clock and 25 minutes  
P.M., and noted on Certificate of Title No. 166582 in the South Registry District  
for Middlesex County, Book 963 Page 32

In Testimony Whereof I have herewith set my hand and affixed the seal of said  
Court, this 29 day of November A.D., 1982

John F. Jayne  
Assistant Recorder.



(COPY OF ENCUMBRANCE)

Commonwealth of Massachusetts

LAND COURT.

Middlesex, ss.

I hereby certify that the foregoing is a true copy of Document No. 631363 /  
registered November 29, 1982 at 2 o'clock and 25 minutes  
P.M., and noted on Certificate of Title No. 1166582 in the South Registry District  
for Middlesex County, Book 963 Page 32

In Testimony Whereof I have herewith set my hand and affixed the seal of said  
Court, this 29 day of November A.D., 1982

John F. Janswell  
Assistant Recorder.



Cambridge Redevelopment Authority

336 Main Street  
Cambridge, Massachusetts 02142  
617 452 6500

B I 8 5 5 0 P 5 3 1

COPY

CERTIFICATE

James C. Nowiszewski  
Chairman

Thomas J. Murphy  
Vice Chairman

John S. Maragopolis  
Secretary

William M. Scrimone  
Assistant Treasurer

Elizabeth S. Sullivan  
Member


Joseph F. Tulimieri  
Executive Director  
& Secretary

I, JOSEPH F. TULIMIERI, Executive Director and Secretary of CAMBRIDGE REDEVELOPMENT AUTHORITY, do hereby certify that at a meeting of the Authority duly called and held on January 14, 1982, at which quorum was present and acting throughout, it was

VOTED: To approve temporary and permanent easement agreements with the Massachusetts Bay Transportation Authority (MBTA), for the construction and location of the so-called northwest headhouse, in the Kendall Square Urban Renewal Area; and to authorize the Executive Director, for and on behalf of the Authority to execute said easements.

I do hereby further certify that said vote has not been amended or rescinded and is in full force and effect on the date hereof.

WITNESS my hand and the seal of Cambridge Redevelopment Authority this 19th day of October 1982.

 (SEAL)  
Joseph F. Tulimieri  
Executive Director & Secretary  
Cambridge Redevelopment Authority

COPIES

Cambridge Redevelopment Authority, a public body politic and corporate, having an office in Cambridge, Massachusetts, acting under the provisions of Massachusetts General Laws Chapter 121B as amended (hereinafter "CRA") in consideration of public improvements to be constructed by the Grantee, does hereby grant to Massachusetts Bay Transportation Authority, a public body politic and corporate, with an office at 50 High Street, Boston, Massachusetts, (hereinafter "MBTA") the following easements in land of the Kendall Square Urban Renewal Area located in the City of Cambridge, County of Middlesex, Commonwealth of Massachusetts:

(a) Permanent surface and subsurface easements for the construction, maintenance, use, repair, replacement and reconstruction of a rapid transit passenger facility, approximately as shown on the attached plan titled "Kendall Square Urban Renewal Area, Project No. Mass. R-107, Proposed Easement for MBTA Northwest Headhouse", dated July 26, 1982, which plan is marked Exhibit A and initialled, together with pedestrian access rights to the surface facility. Upon completion of construction of the said facility, the Grantor and Grantee herein shall adjust the boundaries of said easements as required to accommodate the facility actually built, the easements as so adjusted being herein called the "permanent easement area".

The CRA reserves to itself the right, subject to all of the terms, conditions and restrictions herein contained, to construct, alter, reconstruct, repair and maintain buildings, structures, facilities, utilities, and other installations in the area above the permanent easement area.

(b) Temporary construction easements as required for the construction of the facilities shown on the above-cited plan, as well as the proposed detour road, insofar as they are on the property of CRA, all as shown on the attached plan titled "Kendall Square Urban Renewal Area, MBTA Construction Easement Plan", marked Exhibit B. Said construction easement shall terminate upon completion of said construction. CRA agrees that total construction easement areas of at least 20,000 square feet shall be made available at no cost to MBTA adjacent to or reasonably accessible to the permanent easement area, including construction easement areas A and B as shown on said plan.

(c) For title, see Order of Taking of Cambridge Redevelopment Authority, dated May 31, 1972, recorded in Middlesex South Registry of Deeds, Book 12234, Page 713. Appurtenant to the above granted permanent easements are the following rights:

(1) The right to approve all plans for construction, alteration or reconstruction of any buildings, structures, facilities, utilities and other installations within or above the permanent easement area, where such construction, alteration or reconstruction might affect the safe and uninterrupted operation of the MBTA mass transportation facilities. At the request of the CRA such approval shall be in writing in recordable form by the Chief Engineer of the MBTA. Upon completion of any such buildings, structures, facilities, utilities and other installations substantially and materially in accordance with such approval plans, at the request of the CRA, a certificate of completion in recordable form shall be executed by the Chief Engineer of the MBTA. The recording of any such approval or certificate shall be conclusive evidence that the plans have been so approved and that any such work has been satisfactorily completed, as the

case may be. The issuance of such approval or certificate shall not be unreasonably withheld or delayed. If, at the time that any such approval or certificate is requested, the MBTA has no Chief Engineer, then any authorized employee or official having decision-making authority with respect to such matters shall be authorized to sign such instruments and such execution shall satisfy the requirements of this paragraph.

(2) The right to approve the location and size of any column or service cores which penetrate the permanent easement area, which approval shall not be unreasonably withheld.

(3) The right to prevent activities or uses which unduly interfere with the MBTA's activities in the permanent easement area. Promptly upon written notice from the MBTA, CRA shall cease and desist from usages or practices or from causing of or the maintenance of a condition constituting a hindrance or danger to the MBTA's operation of its transit system, and, in the event that the CRA does not so cease and desist, the MBTA may take any reasonable measures which it deems necessary to protect the safe operation of its system and any such measures shall not be deemed a trespass by the MBTA.

(4) The right to have CRA at its cost and expense, keep and maintain in good repair any foundations, footings, support columns, bearing walls or major structural elements installed by it above, upon or below the permanent easement area. In the event of repair, replacement or removal of any such foundations, footings, support columns or bearing walls or in the event of any major repair or any replacement or removal of any such major structural element by it, CRA shall



give MBTA at least thirty (30) days prior written notice of such proposed work, in addition to the matters specified above in this paragraph, shall submit to MBTA finished plan, drawings and specifications for the work proposed. No such repair, replacement or removal shall be undertaken except in accordance with specific approval of MBTA following the giving of such notice, which approval shall not be unreasonably withheld or delayed, and any such work shall be carried on in such manner and at such hours and subject to such reasonable rules, precautions, control and direction as MBTA may specify in order to achieve its objective of keeping the permanent easement area open for the safe and uninterrupted operation of mass transportation.

(5) The right to prevent the loading of any of the floors of any building now or at any time erected above the permanent easement area beyond the loading which the same will safely support.

(6) The right to prevent CRA from using, keeping or permitting to be kept above the permanent easement area any materials or substances of radioactive, high-hazard combustible or explosive nature. In its occupancy and use of the premises, the CRA will not permit, and will promptly after notice thereof from the MBTA, take such reasonable action as may be necessary to eliminate, any other hazardous infusions into or hazardous or deleterious discharges upon the MBTA facilities.

(7) The right to be free of claims by CRA for or by reason of the ownership, use or occupancy by the MBTA or others of the

MBTA facilities, (whether on account of noise, vibration, fumes, odor, harmonics, electrolysis, electrical interference or other causes resulting from the ordinary use of the MBTA facilities for mass transportation) and the operation, maintenance and repair thereof.

As part of this grant of permanent easement, CRA imposes upon itself the following additional restrictions:

(1) The CRA will indemnify and save harmless the MBTA from all damages to the facilities of the MBTA due to the maintenance, use, occupation or location of structures erected and maintained above the permanent easement area by CRA but not due to the acts of any third party. The CRA or any successor in title shall be liable only for such damage arising during its ownership of the fee.

(2) If any structure constructed above the permanent easement area shall be damaged or destroyed, other than by any cause arising in the MBTA easement, so as to affect in any way the safety of persons or property in the MBTA facilities, the CRA shall, promptly, at its expense, proceed to make such temporary repair and perform such work or removal of debris or dangerous materials and structures as will enable MBTA functions to continue in a safe and uninterrupted manner to the satisfaction of the MBTA. If or to the extent that the CRA fails to take all reasonable steps to comply with these provisions with all due dispatch following such damage or destruction, then the MBTA may, but shall not be obligated to, perform work required of the CRA hereunder and the cost thereof



shall be payable to the MBTA on demand.

(3) Following completion of any temporary repairs, as required above, the CRA will commence any permanent repair or restoration of such damage or destruction within a reasonable period of time under the circumstances, provided that the CRA promptly commences and diligently proceeds with such repair or restoration, subject, however, to delays by the MBTA in any approvals required of it hereunder or delays resulting from governmental regulation, unusual scarcity of or inability to obtain labor or materials or other causes beyond the CRA's reasonable control. If any such work or restoration or repair will involve any part of the MBTA's facilities or be in such proximity thereto that the carrying on of such work might create risks or impede normal operations thereon, then such work shall be undertaken and carried on only in accordance with construction plans, methods, and procedures, and subject to such controls as the MBTA shall approve, as provided above.

(4) All the rights and remedies of the MBTA herein mentioned or referred to or arising hereunder shall be deemed to be distinct, separate and cumulative, and no one or more of them whether exercised or not, nor any mention of them herein shall be deemed to be in exclusion of, or a waiver of, any of the others, or of any rights or remedies which the MBTA might have whether by present or future law or pursuant to this Grant, and the MBTA shall have, to the fullest extent permitted by law or in equity or otherwise, without thereby waiving, or being thereby barred or stopped from exercising and enforcing

any other rights or remedies by appropriate action of proceedings.

(5) No waiver by the MBTA of any breach by the CRA of any covenant, agreement or condition herein contained shall constitute a waiver or relinquishment for the future of any such covenant, agreement or condition or of any subsequent breach.

(6) In the event that any building(s) or other major structures erected by the CRA above the permanent easement area are abandoned, or have deteriorated and threaten to cause damage to the MBTA facilities, then the MBTA shall have the right to cause the CRA to repair such offending buildings or structures or remove the same by giving written notice hereof to the CRA. If, within sixty (60) days of having received such notice, the CRA does not cure such problem (or, if such problem is such that it would be unreasonable to expect it to be cured within sixty (60) days), then such longer period of time as is necessary to cure such problem so long as such cure is commenced promptly and prosecuted diligently (subject to reasonable delays beyond CRA's control) the MBTA may undertake such cure to the extent reasonably necessary to protect its facilities and the cost therefor shall be payable to the MBTA on demand.

By acceptance of this Grant of Easement, MBTA agrees;

(1) That any surface improvements, signs and appurtenances installed by it in the permanent easement area shall be architecturally harmonious with other improvements existing in

the Kendall Square Urban Renewal Area, to the extent reasonable, and to this end MBTA agrees to consult with CRA with respect to its design goals in the area; and MBTA further agrees that such improvements shall be kept and maintained in good and safe repair and appearance, consistent with its public obligations.

(2) That if such surface improvements, signs and appurtenances are not maintained in good and safe repair and appearance, CRA shall have the right to clean and make minor nonstructural repairs thereto, and such action by CRA shall not be deemed a trespass by MBTA.

(3) That CRA shall have no financial obligations with respect to relocation of utilities required in connection with MBTA construction in the permanent easement area, nor with respect to design construction or maintenance of any bus waiting facility.

All rights and obligations of the MBTA and the CRA as created herein shall inure to the benefit of and be binding upon the respective parties, their successors and assigns.

IN WITNESS WHEREOF, said Cambridge Redevelopment Authority has caused these presents to be executed as an instrument under seal, acknowledged and delivered in its name and behalf by its

B 1 8 5 6 0 P 5 9 0  
Executive Director, duly authorized, this 19TH day of OCTOBER, 19

CAMBRIDGE REDEVELOPMENT AUTHORITY

By Joseph F. Tulimieri  
Joseph F. Tulimieri  
Executive Director

THE COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

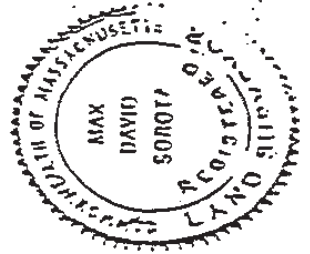
OCTOBER 19, 1982

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

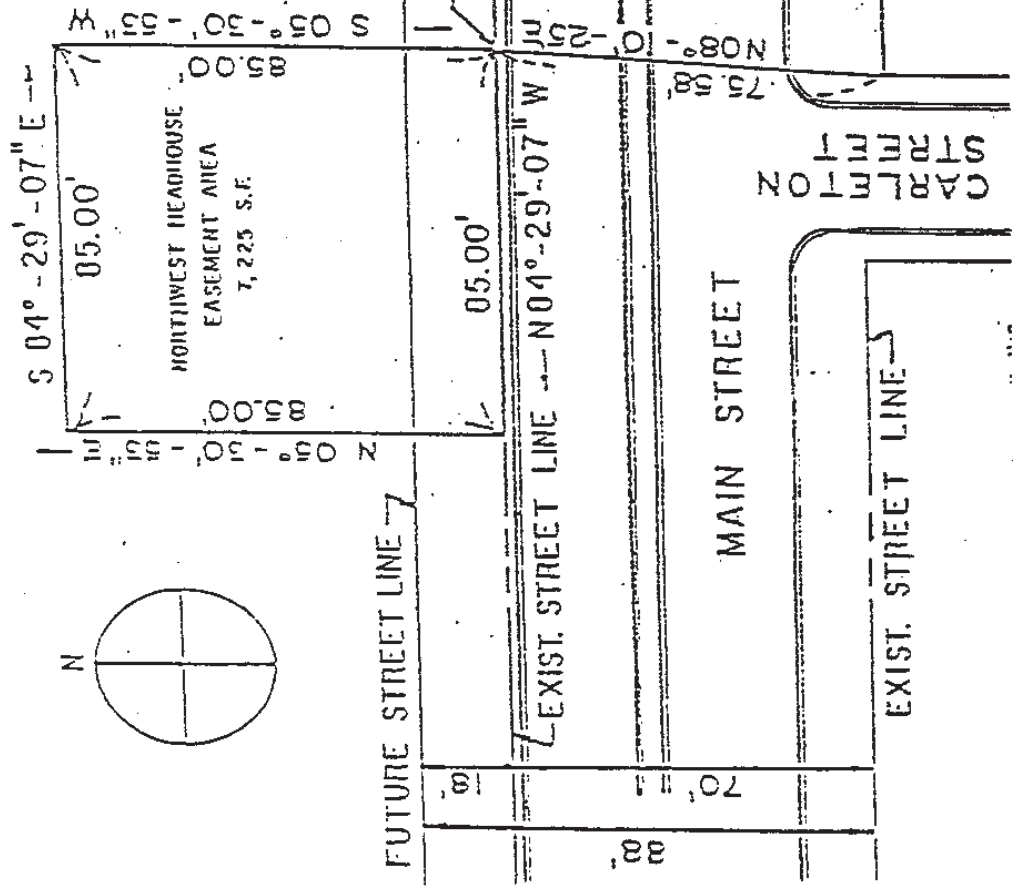
Robert S. Kewer  
Notary Public

My commission expires: 1/25/83

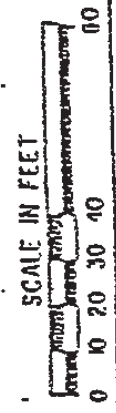
I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.



*Max D. Soroty*  
REGISTERED LAND SURVEYOR  
DATE July 26, 1982



FOR REGISTRY USE ONLY



CAMBRIDGE REDEVELOPMENT AUTHORITY  
KENDALL SQUARE URBAN RENEWAL AREA  
PROJECT NO. MASS. R-107  
PROPOSED EASEMENT  
FOR M.D.T.A.  
NORTHWEST HEADHOUSE  
SCALE 1" = 40' JULY 26, 1982

FUTURE STREET LINE

EXIST. STREET LINE - N04°-29'-07" W

MAIN STREET

EXIST. STREET LINE

CAPITOL STATION

POINT OF BEGINNING  
METES AND BOUNDS DESCRIPTION

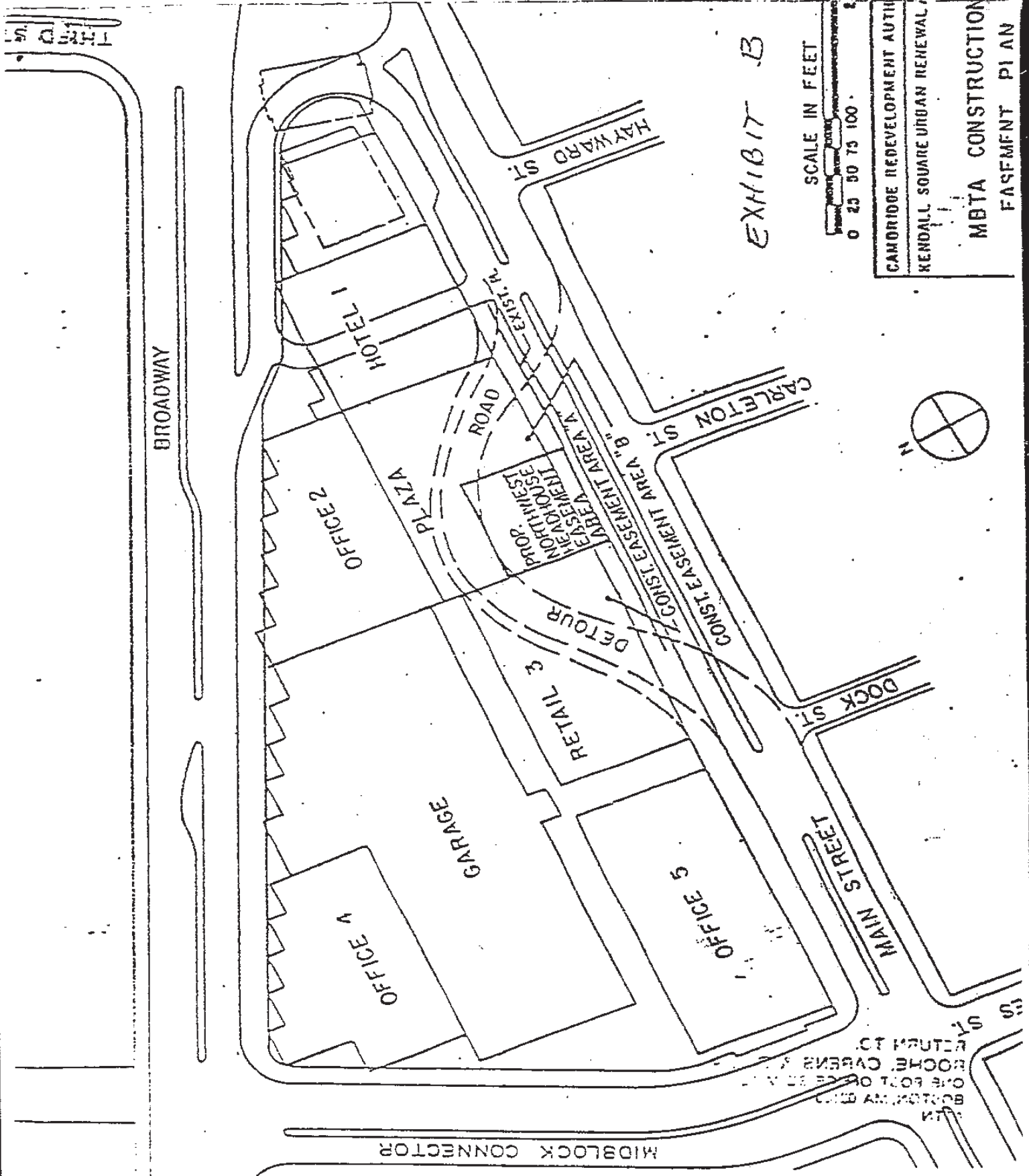


EXHIBIT B

SCALE IN FEET



CAMBRIDGE REDEVELOPMENT AUTH  
 RENDALL SQUARE URBAN RENEWAL  
 MBTA CONSTRUCTION  
 EASEMENT PLAN



MIDBLOCK CONNECTOR

ST. MURPHY  
 ROCHE CAREERS  
 ONE FOOT OF  
 BOTTOM

THIRD ST.

Exhibit HPUBLIC OPEN SPACE MAINTENANCESUMMARY OF CRITICAL PERFORMANCE CRITERIA

Site maintenance requires a continuous program of routine and periodic care to promote vigorous and healthy conditions for lawns and plantings. Specific maintenance requirements for Lawns, Plantings and Irrigation Systems are presented below.

LAWNSRoutine Lawn Maintenance

1. Cutting: Maintain lawn height at 1-1/2" to 2" by cutting as often as cutting will produce 1/2" clippings. Remove all clippings from lawn and adjacent areas.
2. Moisture: Monitor moisture requirements to ensure the provisions of 1" of water every 5 to 7 days. This requires checking irrigation programs on a weekly basis, and providing supplemental watering, as required, for non-irrigated areas with portable hose sprinklers. Water application must penetrate the ground to be of benefit.
3. Weed, Disease and Pest Control: Remove weeds when visible. Monitor lawn condition regularly for possible disease or pest problems. When visible or suspected problems arise, contact a professional horticultural authority for identification of problem. Implement recommended corrective measures expeditiously.

Periodic Lawn Maintenance

1. Rolling: In Spring roll lawns level to correct for frost heaves.
2. Fertilization: Fertilize twice a year with 10-6-4 fertilizer or similar appropriate fertilizer at application rates recommended by fertilizer manufacturer. For example, with 10-6-4 fertilizer in Spring apply 20 lbs./1,000 sf; in Fall 10 lbs./1,000 sf.
3. Liming: Apply lime once a year in Spring at appropriate concentration (e.g., 50 lbs./1,000 sf.)
4. Aeration: Aerate lawns once a year in Spring at time of fertilizing.
5. Soil Test: Once every two years have representative soil samples from lawn areas tested by a professional



horticultural authority. Modify standard fertilizer and/or liming requirement(s) as directed by testing authority.

6. Repair low or damaged lawn areas as necessary during either Spring or Fall turf growth period. Such repair may require loaming, regrading and reseedling or sodding to complete repairs.

#### PLANTING

##### Routine Maintenance for Plants

1. Moisture: Watering requirements are as discussed under LAWNS, above.
2. Weeding and Edging: Tree saucers and plant beds must be weeded and edge-trimmed regularly, with the same frequency as lawn cutting.
3. Mulching: Maintain mulch depth in planting saucers and plant beds at minimum 3 inches depth. Restore disturbed mulch areas as necessary during lawn cutting schedule.
4. Disease and Pest Control: Follow guidelines for LAWNS.

##### Periodic Maintenance for Plants

1. Pruning: All trees and plants must be inspected for pruning needs twice a year. Required pruning shall be performed under the direct supervision of a certified arborist. Care shall be taken to preserve and enhance the particular character of individual trees and plants.
2. Mulching: During the Spring and Fall add mulch as necessary to maintain mulch levels required.
3. Fertilizing: Fertilize trees and plants once a year in late Fall with appropriate fertilizer (e.g., 10-6-4 fertilizer). Apply fertilizer at rates recommended by fertilizer manufacturer. After fertilizer is applied, the ground shall be watered thoroughly to soak fertilizer into the ground.
4. Plant Replacement: Dead plants and plants badly damaged or in serious decline must be removed from the site as soon as practicably possible. Replacement with plants of similar size, species and variety shall occur during the next Spring or Fall, in relation to the most favorable installation timetable for the specific plant.

IRRIGATION SYSTEMS

Routine Irrigation Maintenance

1. **Spray Heads:** Check weekly for proper operation. Adjust and clean as required, and repair any damage or malfunction observed.
2. **Program Schedule:** Review weekly and adjust to compensate for rainfall conditions.

Periodic Irrigation Maintenance

1. **Spring Start-Up:** Blow out entire system and run performance check on all plumbing and electrical systems. Check spray coverages and adjust heads as necessary. Replace defective equipment as required.
2. **Fall Shut-Down:** Winterize by shutting system down, and ensuring that system has drained. Blow system out.