Easement Agreement

THIS AGREEMENT, made this day of August, 1982, by and between David Barrett, Edward H. Linde and Mortimer B. Zuckerman, as Trustees of FIVE CAMBRIDGE CENTER TRUST (hereinafter "Five CCT", formerly named Cambridge Center I Trust) u/d/t dated September 5, 1979, recorded with the Middlesex South District Registry of Deeds (hereinafter "Deeds") in Book 13978, Page 349, as amended by instrument dated June 25, 1982, recorded with said Deeds in Book 14674, Page 38, and David Barrett, Edward H. Linde and Mortimer B. Zuckerman, as Trustees of FOUR CAMBRIDGE CENTER TRUST (hereinafter "Four CCT", formerly named Cambridge Center II Trust) u/d/t dated June 25, 1981, recorded with said Deeds in Book 14355, Page 372, as amended by instrument dated June 25, 1982, recorded with said Deeds in Book 14674, Page 36.

$\underline{\mathtt{W}}\ \underline{\mathtt{I}}\ \underline{\mathtt{T}}\ \underline{\mathtt{N}}\ \underline{\mathtt{E}}\ \underline{\mathtt{S}}\ \underline{\mathtt{S}}\ \underline{\mathtt{E}}\ \underline{\mathtt{T}}\ \underline{\mathtt{H}}\ \ \underline{\mathtt{T}}\ \underline{\mathtt{H}}\ \underline{\mathtt{A}}\ \underline{\mathtt{T}}\ :$

WHEREAS, Five CCT is the owner in fee of a parcel of land in Cambridge, Massachusetts, containing 43,849 square feet, more or loss, shown as Tract I on a plan entitled "Subdivision Plan of Land in Cambridge, Mass." (the "Subdivision Plan"), dated October 15, 1981, prepared by Allen & Demurjian, Inc. (the "Surveyor"), which Subdivision Plan is recorded with said Deeds as Plan No. 1407 of 1981, also being shown as Tract I on a plan entitled "Easement Plan of Land in Cambridge, Mass." (the "Easement Plan"), dated October 15, 1981, as revised to July 28, 1982, prepared by the Surveyor, which Easement Plan consists of three (3) sheets and is to be recorded herewith; and

WHEREAS, Four CCT is the owner in fee of two certain contiguous parcels of land in Cambridge, Massachusetts shown as Tract II and Tract III, respectively, on the Subdivision Plan and the Easement Plan; and

WHEREAS, pursuant to the terms of that certain Supplemental Land Disposition Contract dated May 29, 1980, as amended (the

SEE PLAN IN RECORD BOOK 14692 MGE 051

"Tract I LDC"), between the Cambridge Redevelopment Authority (the "CRA") and Five CCT's then beneficiary, Cambridge Center Associates-I, certain office building and retail improvements have been constructed on Tract I (the "Tract I Improvements"); and

WHEREAS, pursuant to the terms of that certain Supplemental Land Disposition Contract dated December 22, 1981, as amended, (the "Tract II LDC") between the CRA and Four CCT's beneficiary, Four Cambridge Center Properties ("Cambridge IV"), a Massachusetts limited partnership (formerly known as Cambridge Center Properties II), certain office building, retail, recreational and garage improvements (collectively, the "Tract II Improvements") are being constructed on Tract II; and

WHEREAS, pursuant to the terms of that certain Supplemental Land Disposition Contract dated December 22, 1981, as amended (the "Tract III LDC"), between the CRA and Cambridge IV, certain garage and loading dock facility improvements (the "Garage Improvements") will be constructed on Tract III and, in part, on Tract I; and

WHEREAS, the Garage Improvements are to be constructed pursuant to certain plans and specifications (the "Garage Plans"), which Garage Plans are listed and identified on Exhibit A attached hereto and made a part hereof; and

WHEREAS, in order to construct the Garage Improvements, Four CCT requires certain easements in, on, under and over portions of Tract I, which easements Five CCT is willing to grant; and

WHEREAS, upon completion of the Garage Improvements, Five CCT will require rights and easements to use the loading facility comprising a portion of the Garage Improvements on and over portions of Tract I and Tract III, which rights and easements Four CCT is willing to grant;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Five CCT and Four CCT do hereby covenant and agree as follows:

an exclusive easement over, through and across that portion of the land which lies below (but not above) that horizontal plane which has an elevation of Eleven feet (11.00') and lies above (but not below) that horizontal plane which has an elevation of Five feet (5.00'), bounded and described as follows:

Beginning at the Southeasterly corner of the granted easement at a point which is N 5 30' 53" E a distance of One Hundred Thirty-Five and Fifteen Hundredths feet (135.15') from a point in the Northerly line of Main Street; thence

N 5° 30' 53" E a distance of Five and Eighty-Five Hundredths feet (5.85') to a point; thence

N 84° 29' 7" W a distance of Eighty-Nine and Forty-Four Hundredths feet (89.44') to a point; thence

N 5° 30' 53" E a distance of Nine feet (9.00') to a point; thence

N 84° 29' 7" W a distance of Six feet (6.00,) to a point; thence

N 5° 30' 53" E a distance of Forty-Four and Twenty-Five Hundredths feet (44.25') to a point; thence

N 84° 29' 7" W a distance of Fifty-Seven and Sixty-Seven Hundredths (57.67') to a point; thence

N $5^{\rm O}$ 30' 53" E a distance of Twenty-Nine feet (29.00') to a point; thence

N 84° 29' 7" W a distance of Ten and Eighty-One Hundredths feet (10.81') to a point; thence

S 50 30' 53" W a distance of Eighty-Eight and Ten Hundredths feet (88.10') to a point; thence

S 84° 29' 7" E a distance of One Hundred Sixty-Three and Ninety-Two Hundredths feet (163.92') to the point of beginning.

The above-described parcel of land contains 4,973 square feet, more or less, and is shown as Parcels A and D on the Easement Plan (Sheet 1 of 3).

This easement is granted to Four CCT for the sole and exclusive purpose of constructing, maintaining, repairing, replacing and using a foundation slab and footings required for the Garage Improvements as shown on the Garage Plans.

2. Access Easement. Five CCT hereby grants to Four CCT a non-exclusive easement and right of use, in common with others, over and across the land bounded and described as follows:

Beginning at a point in the Easterly line of Sixth Street at the Northwesterly corner of the granted easement; thence

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- S 84° 29' 7" E a distance of Two Hundred Fifteen and Twenty-Six Hundredths feet (215.26') to a point; thence
- S 50 30' 53" W a distance of Seven and Eight Hundredths feet (7.08") to a point; thence
- S 84° 29' 7" E a distance of Six and Eight Hundredths feet (6.08') to a point; thence
- S $5^{\rm O}$ 30' 53" W a distance of Seven and Ninety-Two Hundredths feet (7.92') to a point; thence
- S 84° 29' 7" E a distance of Thirty-Four and Eighty-One Hundredths feet (34.81') to a point; thence
- S 5° 30' 53" W a distance of Fifteen feet (15.00') to a point; thence
- N 84° 29' 7" W a distance of Two Hundred Sixty-One and Ninety-Nine feet (261.99') to a point; thence

Northeasterly and curving to the right along the arc of a curve having a radius of Eighty-Five feet (85.00'), a distance of Thirty and Seventy-Three Hundredths feet (30.73') to the point of beginning (the previous course bounding on said Sixth Street)

The above-described parcel of land contains 7,235 square feet, more or less, and is shown as Parcels A and B on the Easement Plan (Sheet 1 of 3).

This non-exclusive easement and right of use is granted to Four CCT for the following purposes: (a) to provide pedestrian and vehicular access, ingress to and egress from the Loading Dock Easement area hereinafter described in 3. below, Five CCT reserving to itself the right to use, in conjunction with any rights Five CCT may have, or may hereafter acquire, relative to the use of said Loading Dock Easement area, the above-described Access Easement area for the purpose, and to the extent reasonably required, of gaining access to and utilizing said Loading Dock Easement area; (b) to provide pedestrian access, ingress to and egress from the Additional Building and Foundation Easement area hereinafter described in 5. below, and the Additional Access Easement area hereinafter described in 6. below, and to permit pedestrians to cross and recross the above-described Access Easement area, which pedestrians shall include members of the general public (Four CCT having the specific right to grant such rights to the general public); and (c) to perform, in as reasonably an expeditious and non-interfering manner as is possible, such maintenance and repair to that portion of the Garage Improvements which abuts said Access Easement area as may from time to time be required.

No construction, buildings, structure or permanent obstructions shall be permitted in the above-described Access Easement or Foundation Easement areas except for (i) such construction as is reasonably required or permitted within the Foundation Easement area described in 1. above, as shown on the Garage Plans, (ii) such construction or reconstruction as Five CCT may reasonably require of Four CCT to maintain and retain the Access Easement area, and (iii) appropriate landscaping.

3. Loading Dock Easement. (a) Five CCT hereby grants to Four CCT an easement, in common with the Building Easement here-inafter granted in 4. below, over, through and across the land bounded and described as follows:

Beginning at a point in the Easterly Line of Sixth Street at the Northwesterly corner of the granted easement; thence

- S 84° 29' 7" E a distance of Twenty-Five and Sixty-Five Hundredths feet (25.65') to a point; thence
- S 5 $^{\circ}$ 30' 53" W a distance of Twenty-Nine feet (29.00') to a point; thence
- S 84° 29' 7" E a distance of Fifty-Seven and Sixty-Seven Hundredths feet (57.67') to a point; thence
- S 5° 30' 53" W a distance of Forty-Four and Twenty-Five Hundredths feet (44.25') to a point; thence
- S 84° 29' 7" E a distance of Six feet (6.00') to a point; thence
- S 5° 30' 53" W a distance of Nine feet (9.00') to a point; thence
- N 84° 29' 7" W a distance of One Hundred Twenty-Five and Eighty-Two Hundredths feet (125.82') to a point; thence

Northeasterly and curving to the right along the arc of a curve having a radius of Eighty-Five feet (85.00'), a length of Three and Eighty-Five Hundredths feet (3.85') to a point; thence

N 29 $^{\circ}$ 29' 42" E a distance of Eighty-Six and Thirteen Hundredth's feet (86.13') to the point of beginning (the previous course bounding on said Sixth Street).

The above-described parcel of land contains 6,739 square feet, more or less, and is shown as Parcels C and D on the Ease-ment Plan (Sheet 1 of 3).

This easement is granted to Four CCT for the sole and exclusive purpose of installing, constructing, operating, maintaining, replacing and repairing the loading dock facility, including ramps and bay areas, which constitutes a part of the Garage Improvements as shown on the Garage Plans, and, once installed and constructed, Four CCT shall operate, maintain, and repair such loading dock facility.

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easement and and right of use, in common with others, for the dispatch and delivery of goods, supplies, and the like by trucks and other vehicles connected with or relating to tenants or users of the Tract I Improvements or the Tract II Improvements, as the case may be, over, through, and across the loading dock facility, including ramps and bay areas, which constitutes a part of the Garage Improvements, and which is constructed over, through and across that portion of the land which lies below (but not above) that horizontal plane which has an elevation of Thirty-Nine and Sixty-Seven Hundredths feet (39.67') and lies above (but not below) that horizontal plane which has an elevation of Twenty-One feet (21.00'), bounded and described as follows:

Beginning at a point in the Easterly line of Sixth Street at the Northwesterly corner of the granted easement; thence

S 84° 29' 07" E a distance of Twenty-Five and Sixty-Five Hundredths feet (25.65') to a point; thence

S 05° 30' 53" W a distance of Fourteen and Thirty-Five Hundredths feet (14.35') to a point; thence

S 84° 29' 07" E a distance of Forty-Nine and Seventy Hundredths feet (49.70') to a point; thence

S 05° 30' 53" W a distance of Sixty-Seven and Ninety Hundredths feet (67.90') to a point; thence

N 84° 29' 07" W a distance of One Hundred Eleven and Eighty-Four Hundredths feet (111.84') to a point; thence

NORTHEASTERLY and curving to the Right along the arc of a curve having a radius of Eighty-Five feet (85.00'), a length of Three and Eighty-Five Hundredths feet (3.85') to a point; thence

N 29° 29' 42" E a distance of Eighty-Six and Thirteen Hundredths feet (86.13') to the point of beginning (the previous two (2) courses bounding on said Sixth Street).

The above-described parcel of land contains an area of 6,988 square feet, more or less, and is shown as Parcel A on the Easement Plan (Sheet 2 of 3).

This easement and right of use being granted by Four CCT to Five CCT is subject to such reasonable rules and regulations as Four CCT from time to time may impose with regard to time and manner of use. Further, Four CCT hereby reserves the right to grant similar easments and rights of use with respect to said loading dock facility.

non-exclusive easement, in common with the Loading Dock Easement hereinbefore granted, over and across that portion of the land which lies below (but not above) that horizontal plane which has an elevation of Eighty-Five feet (65.00') and lies above (but not below) that horizontal plane which has an elevation of Eleven feet (11.00'), bounded and described as follows:

Beginning at a point S 84° 29' 7" E a distance of Fourteen and Eighty-Four Hundredths feet (14.84') from a point in the Easterly Line of Sixth Street at the Northwesterly corner of the granted easement; thence

- S 840 29' 7" E a distance of Ten and Eighty-One Hundredths feet (10.81') to a point; thence
- S 50 30' 53" W a distance of Twenty-Nine feet (29.00') to a point; thence
- S 84° 29' 7" E a distance of Fifty-Seven and Sixty-Seven Hundredths feet (57.67') to a point; thence
- S 5° 30' 53" W a distance of Forty-Four and Twenty-Five Hundredths feet (44.25') to a point; thence
- S 84° 29' 7" E a distance of Six feet (6.00') to a point; thence
- S 5° 30' 53" W a distance of Nine feet (9.00') to a point; thence
- N 84° 29' 7" W a distance of Seventy-Four and Forty-Eight Hundredths (74.48') to a point; thence
- N 50 30' 53" E a distance of Eighty-Two and Twenty-Five Hundredths feet (82.25') to the point of beginning.

The above-described parcel of land contains an area of 4,014 square feet, more or less, and is shown as Parcel D on the Ease-ment Plan (Sheet 1 of 3).

This easement is granted to Four CCT for the sole and exclusive purpose of constructing, maintaining, using, repairing, and replacing that portion of the Garage Improvements which, as shown on the Garage Plans, is to be constructed within the above-described Building Easement area.

5. Additional Building and Foundation Easement. Five CCT hereby grants to Four CCT an exclusive easement over, through and across the land bounded and described as follows:

Beginning at a point N 5° 30' 53" E a distance of One Hundred Forty-One feet (141.00') from a point on the Northerly line of Main Street at the Northeasterly corner of the granted easement); thence

N 84° 29' 7" W a distance of Forty and Eighty-Nine Hundredths feet (40.89') to a point; thence

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S 5° 30' 53" W a distance of Seven and Eight Hundredths feet (7.08') to a point; thence

S 84° 29' 7" E a distance of Six and Eight Hundredths feet (6.08') to a point; thence

S 5 $^{\rm O}$ 30' 53" W a distance of Eight and Ninety-Two Hundredths feet (8.92') to a point; thence

S 84° 29' 7" E a distance of Thirty-Four and Eighty-One Hundredths feet (34.81') to a point; thence

N 5° 30' 53" E a distance of Sixteen feet (16.00') to the point of beginning.

The above-described parcel of land contains 600 square feet, more or less, and is shown as Parcel G on the Easement Plan (Sheet 1 of 3).

This easement is given to Four CCT for the sole and exclusive purpose of constructing, maintaining, using, repairing, and replacing that portion of the Garage Improvements, including, but not limited to, any foundation slab and footings required therefor, which, as shown on the Garage Plans, is to be constructed within the above-described Additional Building and Foundation Easement area. Four CCT shall have the specific right to grant the others, including, but not limited to, members of the general public, easements and rights of use with respect to the stairways, elevators, and roof of the Garage Improvements so constructed within the above-described Additional Building and Foundation Easement area.

6. Additional Access Easement. Five CCT hereby grants to Four CCT a non-exclusive easement and right to use, in common with others, over and across the land bounded and described as follows:

Beginning at a point in the Northerly line of Main Street at the Southeasterly corner of the granted easement; thence

N 5° 30' 53" E a distance of One Hundred Eleven feet (111.00') to a point; thence

N 84° 29' 7" W a distance of Ten feet (10.00') to a point; thence

S 5° 30' 53" W a distance of One Hundred Eleven feet (111.00') to a point; thence

S 84° 29' 7" E a distance of Ten feet (10.00') to the point of beginning (the previous course bounding on said Main Street).

The above-described parcel of land contains 1,110 square feet, more or less, and is shown as Parcel H on the Easement Plan (Sheet 1 of 3).

This easement and right of use is granted to Four CCT for the sole and exclusive purpose of providing pedestrian access, ingress to and egress from the above-described Access Easement area and Additional Building and Foundation Easement area, which pedestrians shall include members of the general public (Four CCT having the specific right to grant such rights to the general public); provided, however, that Five CCT hereby reserves the right to relocate the Additional Access Easement area to another area between the Tract I Improvements and the eastern property line of Tract I so long as the Additional Access Easement area, as so relocated, (1) is at least ten feet (10.00') in width, and (2) extends between, and connects, Main Street and Parcel B, as shown on the Easement Plan (Sheet 1 of 3). In the event that the Additional Access Easement area is so relocated, all rights granted to Four CCT with respect to the Additional Access Easement area shall be deemed to apply to the Additional Access Easement area as so relocated, and upon request of Five CCT, Four CCT shall execute, in recordable form, an instrument relocating the Additional Access Easement area consistent with the provisions of this paragraph.

7. Garage Access Easement. 5 CCT hereby grants to 4 CCT a non-exclusive easement and right to use, in common with others, over, through and across that portion of the roof area of the Garage Improvements which is shown as that portion of Parcel A on the Easement Plan (Sheet 3 of 3) which is on Tract I, as may be reasonably required, for the sole and exclusive purpose of providing pedestrian ingress and egress between and among those portions of the easement areas hereinabove described as the Access Easement area, the Additional Building and Foundation Easement area, and over, through and across all stairways and elevators (including, but not limited to, the stairway and elevator tower constructed as part of the Garage Improvements on the land shown as Parcel G on the Easement Plan (Sheet 1 of 3)),

Parcel B on the Easement Plan (Sheet 3 of 3), and between Sixth Street and the easterly portion of Parcel B as shown on the Easement Plan (Sheet 1 of 3). The foregoing rights and easements include the right to grant to members of the general public the rights and easements hereby granted to 4 CCT.

- 8. The parties hereto contemplate that construction of the Garage Improvements will be in conformance with the Garage Plans and, therefore, the said Garage Improvements will be located as shown on said Garage Plans. Promptly after completion of the construction of the Garage Improvements, either party may request that a survey of said construction be made, which survey shall be at their joint and equal expense, to determine whether there is any variation between the actual location of said Garage Improvements and the location of the same in the aforesaid Garage Plans. If the survey shall show such a variation in excess of one inch at any point, either party may request amendment of this Agreement to conform the description of the easements granted herein to the actual surveyed location of said Garage Improvements. In the event of such request, the parties shall, to the extent of their respective abilities, cooperate in good faith in the prompt preparation, execution and delivery of a contract of amendment.
- 9. Further, if any portion of the Garage Improvements, constructed pursuant to the Garage Plans, now or hereafter encroaches upon any portion of Tract I except as heretofore provided in this Agreement, a valid easement shall exist for such encroachment and for the use, maintenance, repair, and restoration of that portion of the Garage Improvements constructed therein, and Five CCT and Four CCT shall, upon request made of the other, execute and cause to be recorded a supplemental easement document permitting the encroachment and providing the use, maintenance, repair and restoration of the Garage Improvements in such easement area.
- 10. All elevations previously mentioned herein are measured vertically from the Sea Level Datum of 1929 as computed and established by the United States Coast and Geodetic Survey.

- The easements and rights of use granted herein are subject to all existing encumbrances, easements, restrictions, and rights of way of record, if any. The easements and rights of use granted herein shall, unless sooner terminated as hereinafter provided, be perpetual, having been created and granted hereby as appurtenant to Tracts I, II and III, for the benefit of the fee owners, from time to time, of Tracts I, II and III, and all those claiming by, through or under such fee owners. Further, the casemonts and rights of use granted herein may be terminated at any time by the agreement of all of the then owners and mortgagees of Tracts I, II and III, which termination shall be evidenced by the execution and recordation of an appropriate instrument of termination; provided, however, that no such termination 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 shall consent, in writing, to such termination, which consent will not be unreasonably withheld or delayed.
- 12. Anything herein contained to the contrary notwithstanding, neither Five CCT nor Four CCT shall make any use of the easements or rights of use granted or reserved herein which would in any way injure or damage the respective Improvements existing or to be constructed upon said Tracts I, II or III referred to herein, or create an event of default under the respective Supplementary Land Disposition Contracts referred to herein, and each of Five CCT and Four CCT hereby agree to indemnify and hold harmless the other from and against and such injury, damage or default and from and against any other loss, cost or damage resulting from the use by each of Five CCT and Four CCT, respectively, of the easements or rights of use granted or reserved herein.
- 13. All construction contemplated hereby shall be done in compliance with the requirements of the Tract III LDC and the Garage Plans. The issuance of a Certificate of Completion by the CRA with respect to the Garage Improvements (which issuance, subject to the provisions of the Tract III LDC, shall be with:n

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the sole discretion of the CRA) shall establish conclusively that the Garage Improvements, as constructed, do not violate any term, condition or restriction set forth in this Easement Agreement. Five CCT and Four CCT agree that, except as otherwise provided in the Tract III LDC, the CRA shall have no liability whatsoever to either of Five CCT or Four CCT arising from the issuance of such Certificate of Completion.

14. Wherever in this Easement Agreement reference is made to "Five CCT" or "Four CCT", the same shall be read and construed so as to include the successors-in-title and assigns of both Five CCT and Four CCT, as well as any person, firm or entity claiming by, through or under said Five CCT or Four CCT, and their respective successors-in-title and assigns. All covenants and agreements made by Five CCT and Four CCT in this Easement Agreement shall be binding upon Five CCT and Four CCT, and their respective successors-in-title, only during the period of their respective ownerships of Tract I, Tract II and Tract III.

IN WITNESS WHEREOF, Five CCT and Four CCT have caused this instrument to be executed the day and year first above written.

FIVE CAMBRIDGE CENTER TRUST

BY:

Edward H. Vinde, as Trustee, but not individually

Mortimer B. Zuekerman,

as Trustee, but not individually

FOUR CAMBRIDGE CENTER TRUST

BY:

Edward H. Linde, as Trustee, but not individually

Zwekerman, but not Mortimer B.

as Trustee,

individually

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS

August 6 , 1982

Then personally appeared the above-named Edward H. Linde and Mortimer B. Zuckerman, Trustees of Five Cambridge Center Trust and Four Cambridge Center Trust, respectively, and acknowledged the foregoing instrument to be their free act and deed as Trustees, before me.

Notary Public

My commission expires: 10/25/82

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PROJECT MANUAL

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Parcel #4 Garage - Cambridge Center Cambridge, Massachusetts

DEVELOPER/OWNER

Boston Properties
133 Federal Street
Reston MA (617)

Boston, MA (617) 426-7400

ARCHITECT

Moshe Safdie and Associates, Inc. 2 Faneuil Hall Marketplace Boston, MA (617) 523-5732

STRUCTURAL ENGINEER

DesMan Parking Associates 55 E. 34th Street New York, NY (212) 686-5360

MECHANICAL AND ELECTRICAL ENGINEER

Shefferman and Bigelson 1111 Spring Street Silver Springs, MD (301) 587-4433

LANDSCAPE ARCHITECT

SWA Group 190 Marlborough Street Boston, MA (617) 266-4703

GEOTECHNICAL ENGINEER

Haley and Aldrich, Inc. 238 Main Street Cambridge, MA (617) 492-6460

SPECIFICATIONS

Charles H. Stretton 1278 Massachusetts Avenue Cambridge, MA (517) 646-3117

PARCEL NO. 4 GARAGE - CAMBRIDGE CENTER

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