

1982 - 14cc

WITNESS 1345 092RE**34.CC

BK 14784 PG 147	
7/15/82	JPB
8/23/82	FJD
9/15/82	FJD
9/20/82	FJD
9/30/82	FJD
10/14/82	FJD
10/28/82	FJD

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EASEMENT AGREEMENT

THIS AGREEMENT is made this 1st day of November, 1982, by and between CAMBRIDGE REDEVELOPMENT AUTHORITY, a public body politic and corporate (which, together with any successor public body or officer hereinafter designated by or pursuant to law, is hereinafter referred to as the "Authority"), organized and existing pursuant to Massachusetts law and having its office at 336 Main Street, Cambridge, Massachusetts, and David Barrett, Edward H. Linde and Mortimer B. Zuckerman, as Trustees of FOURTEEN CAMBRIDGE CENTER TRUST (hereinafter referred to, together with its successors and assigns, as the "Redeveloper") u/d/t dated February 4, 1982, and recorded with the Middlesex South District Registry of Deeds in Book 14707, Page 96 and not individually having its office c/o Boston Properties, 8 Arlington Street, Boston, Massachusetts 02116.

W I T N E S S E T H:

WHEREAS, as of the date of this Agreement there has been prepared and approved by the Authority an urban renewal plan dated August 30, 1965, as amended, for the "Kendall Square Urban Renewal Project" (which plan, as so amended and as it may hereafter be further amended from time to time pursuant to law, is hereinafter referred to as the "Urban

14284-130

1131

1773

Renewal Plan") for an area in Cambridge, Massachusetts, including, among other property, the land containing 365,632 square feet, more or less, described in Schedule A hereto, and shown as Lot A ("Lot A") on a plan entitled "Plan of Land in Cambridge, Massachusetts", dated July 16, 1982, as revised August 1, 1982 prepared by Allen & Demurjian, Inc. (the "Easement Plan"), which Easement Plan is ~~to be~~ recorded herewith, ^{as Plan No. 1131 of 1982} and the land, containing 60,624 square feet, more or less, described in Schedule A hereto, and shown as Tract I on the Easement Plan; and

WHEREAS, as of the date of this Agreement, the Authority has entered into that certain Supplemental Land Disposition Contract dated November 1, 1982, (the "Tract I LDC"), with Fourteen Cambridge Center Associates, a Massachusetts limited partnership and the holder of all of the beneficial interest in the Redeveloper, and providing for the conveyance by the Authority, of Tract I and the construction of certain improvements thereon by said Fourteen Cambridge Center Associates; and

WHEREAS, the Authority concurrently herewith has conveyed Tract I to the Redeveloper pursuant to the Tract I LDC; and

WHEREAS, in order to enable the Authority to achieve the objectives of the Urban Renewal Plan, and in order to enable the Redeveloper to accomplish the construction of improvements on Tract I in accordance with the Tract I LDC, the Authority and the Redeveloper are willing to grant

certain easements upon the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree as follows:

1. Parcel A: Easement to the Redeveloper for Access and Utilities. The Authority hereby grants to the Redeveloper, and all those claiming by, through or under Redeveloper, an easement and right of use in the land in Cambridge, Middlesex County, Massachusetts, containing 16,233.32 square feet, more or less, described in Schedule B hereto, and shown as Parcel A on the Easement Plan ("Parcel A").

This easement and right of use is granted for the following sole and exclusive purposes, in common with the Authority, and its successors and assigns, and others similarly entitled (including, without limitation, those set forth in Section 2 hereof): (a) pedestrian and vehicular access to Tract I and egress from Tract I to Binney Street; and (b) the laying, construction, installation, operation, use, maintenance, alteration, removal, replacement and repair of subsurface utility lines serving Tract I, including water, sanitary sewer, storm sewer, electricity, telephone and gas. The foregoing grant is subject to the right of the Authority to install public improvements in or within the vicinity of Parcel A without interference by Redeveloper and all those claiming by, through or under

Redeveloper. After the initial laying, construction and/or installation of any such subsurface utility lines, the installation of any such public improvements by the Authority shall be done only after at least seven (7) days prior written notice to the Redeveloper (except in the case of emergency in which case with such notice as is reasonably possible) and in such manner as to cause as little interference as reasonably possible with the use of said subsurface utility lines by the Redeveloper and all those claiming by, through and under Redeveloper. Further, the Authority in each instance shall repair or cause to be repaired any damage done to such subsurface utility lines in the making of any such public improvements. The Redeveloper in each instance shall restore or cause to be restored any portion of such public improvements damaged in the exercise of the easement granted herein, such restoration to be to substantially the same condition as existed immediately prior to the exercise of the easement granted herein.

This easement and right of use shall terminate automatically, without the requirement of the execution or recording of any further instrument of termination, upon the acceptance by the City of Cambridge, Massachusetts, of all or substantially all of Parcel A as a public way. The Authority shall have the right to petition the City of Cambridge to accept Parcel A as a public way without assessment and shall have the right to convey to the City of

Cambridge such fee title to, easement in, or right of way to, Parcel A as may be necessary for the creation of Parcel A as a public way and the Redeveloper and all those claiming by, through and under Redeveloper shall have no recourse against the Authority whatsoever.

2. Parcel A: Easement to All Future Owners of Tracts within Lot A for Utilities. In order to accomplish the objectives of the Urban Renewal Plan and to facilitate the subdivision and redevelopment of additional tracts of land within Lot A, the Authority hereby grants an easement and right of use in Parcel A to all who may hereafter acquire tracts in Lot A.

This easement and right of use is granted for the following sole and exclusive purpose, in common with the Redeveloper, the Authority, and their respective successors and assigns, and others similarly entitled: the laying, construction, installation, operation, use, maintenance, alteration, removal, replacement and repair of subsurface utility lines serving such tracts, including water, sanitary sewer, storm sewer, electricity, telephone and gas. The foregoing grant is subject to the right of the Authority to install public improvements in or within the vicinity of Parcel A. This easement is further limited to those subsurface utility lines which also pass under or across Tract I pursuant to the easement granted by the Redeveloper in Paragraph 7 of this Agreement. After the initial laying, construction and/or installation of any such subsurface

utility lines, the installation of any such public improvements by the Authority shall be done only after at least seven (7) days prior written notice to the Redeveloper (except in the case of emergency in which case with such notice as is reasonably possible) and in such manner as to cause as little interference as reasonably possible with the use of said subsurface utility lines by the Redeveloper and all those claiming by, through and under Redeveloper. Further, the Authority in each instance shall repair or cause to be repaired any damage done to such subsurface utility lines in the making of any such public improvements. Those who may acquire tracts within Lot A (including the Redeveloper, if Redeveloper shall so acquire any tract or tracts within Lot A) in each instance shall restore or cause to be restored any portion of such public improvements damaged caused by those who may acquire tracts within Lot A including the Redeveloper, as the case may be, in the exercise of the easement granted herein, such restoration to be to substantially the same condition as existed immediately prior to the exercise of the easement granted herein.

This easement and right of use shall terminate automatically, without the requirement of the execution or recording of any further instrument of termination, upon the acceptance by the City of Cambridge, Massachusetts, of all or substantially all of Parcel A as a public way. The Authority shall have the right to petition the City of

Cambridge to accept Parcel A as a public way without assessment and shall have the right to convey to the City of Cambridge such fee title to, easement in, or right of way to, Parcel A as may be necessary for the creation of Parcel A as a public way and all those who may acquire tracts within Lot A (including Redeveloper) and all those claiming by, through and under them shall have no recourse against the Authority whatsoever.

3. Parcel B: Easement to the Authority for Access.

Vehicle access →
The Redeveloper hereby grants to the Authority, and its successors and assigns, a permanent easement and right of use in the land in Cambridge, Middlesex County, Massachusetts, containing 5,774.70 square feet, more or less, described in Schedule B hereto, and shown as Parcel B on the Easement Plan ("Parcel B"). This easement and right of use is granted for the following sole and exclusive purpose, in common with the Redeveloper, and all those claiming by, through or under Redeveloper: vehicular passage over and across Parcel B, on a roadway as hereinafter provided, by the Authority and its successors and assigns and their respective employees, agents, tenants, contractors, licensees and invitees, but not the general public.

Within one year of the date hereof, the Redeveloper shall construct at its sole expense a roadway not less than twenty (20) feet in width, extending the entire length of Parcel B from its northern boundary on Parcel A to its southern boundary on Lot A. The Redeveloper shall have the

right, in its sole discretion, to locate such roadway anywhere within the width of Parcel B (such width being 23.41 feet). Such roadway shall be located and constructed only in accordance with plans therefor first approved by the Authority, which approval shall not be unreasonably withheld or delayed. The Redeveloper shall further have the right to use the remaining portion of Parcel B for parking and other purposes which do not materially interfere with use of the roadway. Upon completion, the roadway shall be maintained by the Redeveloper at the Redeveloper's sole expense, except as to damage to the roadway caused by the neglect or willful act of the Authority and its successors and assigns and their respective employees, agents, tenants, contractors, licensees and invitees.

The Authority, and its successors and assigns, shall have the right to pass and repass over such remaining portion of Parcel B to and from the sidewalk to be constructed on Parcel C as described in Paragraph 4 of this Agreement.

Redeveloper hereby reserves for itself and all those claiming by, through and under Redeveloper and all those who may acquire tracts within Lot A and all those claiming by, through and under, them the right from time to time to lay, construct, install, operate, use, maintain, alter, remove, replace and repair subsurface utility lines in and under Parcel B, which utility lines may serve Tract I and tracts within Lot A and which utility lines may include water,

sanitary sewer, storm sewer, electricity, telephone and gas, provided, however, that such party performing any of the foregoing in each instance shall restore the disturbed surface and subsurface portions of Parcel B to substantially the same condition as that which existed prior to the doing of such work.

4. **Parcel C: Easement to Authority for Pedestrian**

Access. The Redeveloper hereby grants to the Authority, and its successors and assigns, a permanent easement and right of use in the land in Cambridge, Middlesex County, Massachusetts, containing 1,605.51 square feet, more or less, described in Schedule B hereto, and shown as Parcel C on the Easement Plan ("Parcel C").

This easement and right of use is granted for the following sole and exclusive purpose, in common with the Redeveloper, and all those claiming by, through or under Redeveloper: pedestrian passage over and across Parcel C, by means of a sidewalk as hereinafter provided, by the Authority and its successors and assigns and their respective employees, agents, tenants, contractors, licensees and invitees, but not the general public.

Within one year of the date hereof, the Redeveloper shall construct at its sole expense a sidewalk at least six (6) feet in width extending the entire length of Parcel C from its northern boundary on Parcel A to its southern boundary on Lot A (except as it may be interrupted by curb cuts for service and pedestrian roads). Such sidewalk shall

North -
South
Red way

be located and constructed only in accordance with plans therefor first approved by the Authority, which approval shall not be unreasonably withheld or delayed. Upon completion, such sidewalk shall be maintained by the Redeveloper at its sole expense, except as to damages to the sidewalk caused by the neglect or willful act of the Authority and its successors and assigns and their respective employees, agents, tenants, contractors, licensees and invitees.

East - West
Easement

5. Parcel D: Easement to the Authority for Pedestrian Access. The Redeveloper hereby grants to the Authority, and its successors and assigns, a permanent easement and right of use in the land in Cambridge, Middlesex County, Massachusetts, containing 6,374.75 square feet, more or less, described in Schedule B hereto, and shown as Parcel D on the Easement Plan ("Parcel D").

This easement and right of use is granted for the following sole and exclusive purpose, in common with the Redeveloper, and all those claiming by, through or under Redeveloper: pedestrian passage over and across Parcel D, by means of a sidewalk as hereinafter provided, by the Authority and its successors and assigns and their respective employees, agents, tenants, contractors, licensees and invitees, but not the general public.

Within one year of the date hereof, the Redeveloper shall construct at its sole expense a sidewalk extending the entire length of Parcel D from its eastern boundary on Sixth

Street to its western boundary on Parcel C. Such sidewalk and pedestrian right of way shall be not less than ten (10') feet in width, and may be located by the Redeveloper anywhere within Parcel D. Upon completion such sidewalk and right of way shall be maintained by the Redeveloper at its sole expense, except as to damages to the sidewalk caused by the neglect or willful act of the Authority and its successors and assigns and their respective employees, agents, tenants, contractors, licensees and invitees.

Redeveloper hereby reserves for itself and all those claiming by, through and under Redeveloper and all those who may acquire tracts within Lot A and all those claiming by, through and under them the right from time to time to lay, construct, install, operate, use, maintain, alter, remove, replace and repair subsurface utility lines in and under Parcel D, which utility lines may serve Tract I and tracts within Lot A and which utility lines may include water, sanitary sewer, storm sewer, electricity, telephone and gas; provided, however that such party performing any of the foregoing in each instance shall restore the disturbed surface and subsurface portions of Parcel D to substantially the same condition as that which existed prior to the doing of such work.

6. Temporary Easement A and Temporary Easement B: Easement to the Redeveloper for a Roadway. The Authority hereby grants to the Redeveloper and to those claiming by, through and under Redeveloper, an easement and right of use

in the land in Cambridge, Middlesex County, Massachusetts, described in Schedule B hereto and shown as Temporary Easement A ("Temporary Easement A") and Temporary Easement B ("Temporary Easement B") on the Easement Plan, and containing 1,957.50 square feet and 880.00 square feet, respectively.

This easement is granted for the sole and exclusive purpose of vehicular passage over and across Temporary Easement A and Temporary Easement B, on a roadway as hereinafter provided, by the Redeveloper and those claiming by, through and under the Redeveloper and the Authority and their successors and assigns and the respective employees, agents, tenants, contractors, licensees and invitees of Redeveloper and the Authority, but not the general public.

Within one year of the date hereof, the Redeveloper shall construct at its sole expense a roadway twenty (20) feet in width within the areas of Temporary Easement A and Temporary Easement B. Upon completion such roadway shall be maintained and adequately lighted by the Redeveloper at the expense of the Redeveloper.

The Redeveloper and the Authority hereby agree that the location of the roadway herein provided for may be changed from time to time by mutual consent, to accommodate the subdivision and redevelopment of additional tracts of land within Lot A, by an appropriate written instrument executed, and recorded, if necessary, by the Redeveloper and the

Authority. Such consent shall not be unreasonably withheld or delayed by either the Redeveloper or the Authority.

This easement shall be temporary only insofar as and to the extent that the location of the roadway may be altered from time to time by mutual consent pursuant to the foregoing provisions. In all other respects but subject to the last sentence of this Section 6, this easement shall be permanent, it being intended by the Authority and the Redeveloper that the Redeveloper, and all those claiming by, through or under Redeveloper shall enjoy a permanent right of access by a roadway connecting to Binney Street. At its election, the Redeveloper may terminate either or both Temporary Easement A and/or Temporary Easement B, and the Temporary Easement not so terminated shall remain and continue in full force and effect. Further, Temporary Easement A and Temporary Easement B shall terminate in the event access reasonably satisfactory to the Redeveloper for the purpose intended is made available to Redeveloper for the benefit of Tract I.

6A. Temporary Easement C: Easement To Redeveloper for a Roadway. The Authority hereby grants to the Redeveloper, all those claiming by, through and under Redeveloper and to all future users of tracts of land within Lot A an easement and right to use in the land in Cambridge, Middlesex County, Massachusetts, described in Schedule B hereto and shown as Temporary Easement C ("Temporary Easement C") on the Easement Plan and containing 97.38 square feet more or less.

This easement is granted for the sole and exclusive purpose of vehicular passage over and across Temporary Easement C on a roadway as hereinafter provided, by the Redeveloper, and all those claiming by, through or under Redeveloper.

In conjunction with the construction by the Redeveloper of a roadway within Parcel B as and when required by the provisions of Paragraph 3 hereof, the Redeveloper shall have the right to include Temporary Easement C within the roadway required by said Paragraph 3 and to construct a portion of such roadway thereon.

Temporary Easement C shall terminate in the event access reasonably satisfactory to the Redeveloper for the purpose intended is made available to Redeveloper for the benefit of Tract I.

7. Tract I: Easement to the Authority for Utilities.

In order to accomplish the objectives of the Urban Renewal Plan and to facilitate the subdivision and redevelopment of additional tracts of land within Lot A, thereby benefiting the improvements to be constructed by the Redeveloper on Tract I, the Redeveloper hereby grants an easement and right of use in Tract I to the Authority and its successors and assigns.

This easement and right of use is granted for the following sole and exclusive purpose, in common with the Redeveloper and those claiming by, through and under Redeveloper: connection to and use of such subsurface

utility lines as may exist on Tract I following the completion of construction of improvements thereon by the Redeveloper, to the extent such connection and use does not materially interfere with the Redeveloper's use of such subsurface utility lines to serve such improvements on Tract I. The Redeveloper hereby reserves the right to improve such portions of Tract I and to surface with bituminous or other material and to landscape such portions of Tract I under which such subsurface utility lines may be located and to travel along and across such portions of Tract I on foot or with vehicles and to use the same for the parking of vehicles. Further, the Redeveloper reserves the right to relocate from time to time, at its sole cost and expense, any and all of such subsurface utility lines and the Authority's connection thereto provided, however, that the Authority reasonably determines that it will not incur any additional expense by reason of such relocation (or Redeveloper gives assurances reasonably acceptable to the Authority that Redeveloper will pay for such additional costs) and the Authority consents thereto, which consent shall not be unreasonably withheld or delayed.

Any and all repairs, maintenance and replacements made by the Authority to such connections shall be done at the sole cost and expense of the Authority and shall be done only after at least seven (7) days prior written notice to the Redeveloper (except in the case of emergency in which case with such notice as is reasonably possible) and in such

a manner as to cause as little interference as reasonably possible with the use of said subsurface utility lines by the Redeveloper and all those claiming by, through and under Redeveloper. Further, the Authority in each instance shall restore the disturbed portion of Tract I, including, without limitation, the bituminous, other material and landscaping, to substantially the same condition as that which existed prior to the doing of such work, removing from Tract I all waste material resulting from such work of the Authority.

8. The Redeveloper, and its successors and assigns, hereby agrees to indemnify and hold harmless the Authority, and its successors and assigns, against any claim, loss, cost or damage resulting from the use by the Redeveloper, or its successors and assigns, of the easements and rights of use granted herein to the Redeveloper.

The Authority, and its successors and assigns, hereby agrees to indemnify and hold harmless the Redeveloper, and its successors and assigns, against any claim, loss, cost or damage resulting from the use by the Authority, or its successors and assigns, of the easements and rights of use granted herein to the Authority.

9. The obligations to be performed by the Redeveloper hereunder shall be performed by the Trustees acting as such pursuant to the authority vested in them under the Declaration of Trust establishing said Trust. The name "the Trustees" or the "Trust" or "Redeveloper" refers to the Trustees under the Declaration of Trust in their capacity as

Trustees, and not individually or personally, and no Trustee or beneficiary of said Trust shall be held to any personal liability hereunder, nor shall resort be had to their private property for the satisfaction of any claim hereunder or in connection with the affairs of the Trust, and the Authority hereby agrees, for itself and its successors and assigns, to look solely to the Trust's interest in Tract I for the satisfaction of any claim hereunder, and not to any other asset of the Trust or any assets of the Trust which have been distributed to the beneficiaries thereof. Any action required or permitted to be performed by the Redeveloper under this Agreement may be performed on behalf of the Redeveloper by Boston Properties, a Massachusetts business trust with a place of business at 8 Arlington Street, Boston, Massachusetts. The Authority shall be entitled to rely conclusively on such action taken by Boston Properties.

No member of the Authority shall be held to any personal liability hereunder, nor shall resort be had to their private property for the satisfaction of any claim hereunder or in connection with the affairs of the Authority, and the Redeveloper hereby agrees, for itself and its successors and assigns, to look solely to the Authority's interest from time to time in Lot A for the satisfaction of any claim hereunder, and not to any other assets of the Authority.

10. 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 run with the land and are binding on and inure to the benefit of the Authority and the Redeveloper and their respective successors and assigns. Further, the easements and rights of use granted herein may be terminated at any time by the then owner of the land benefited by the easement, which termination shall be evidenced by the execution and recordation of an appropriate instrument of termination.

11. The provisions of this Easement Agreement shall not be deemed to alter the design review requirements of the Tract I LDC.

IN WITNESS WHEREOF, the Authority and the Redeveloper have caused this instrument to be executed as of the day and year first above written.

AUTHORITY:

CAMBRIDGE REDEVELOPMENT
AUTHORITY

By: Charles C. [Signature]
CHAIRMAN

Attest: [Signature]
EXECUTIVE DIRECTOR AND
SECRETARY



REDEVELOPER:

FOURTEEN CAMBRIDGE CENTER TRUST

Frederick J. DeAngelis
WITNESS AS TO ALL

By: *David Barrett*
DAVID BARRETT, AS TRUSTEE,
BUT NOT INDIVIDUALLY

By: *Edward H. Lande*
EDWARD H. LANDE, AS
TRUSTEE, BUT NOT
INDIVIDUALLY

By: *Mortimer B. Zuckerman*
MORTIMER B. ZUCKERMAN, AS
TRUSTEE, BUT NOT
INDIVIDUALLY

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

November 8, 1982

Then personally appeared the above-named *Charles C. Nowicki* Chairman and *Joseph E. Tolmie* Executive Director and Secretary, respectively, of the Cambridge Redevelopment Authority, and acknowledged the foregoing instrument to be their free act and deed and the free act and deed of said Authority, before me.

Robert S. [Signature]
NOTARY PUBLIC
My Commission Expires: *1/22/83*

BK 14784 PG 166

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

November 1, 1982

Then personally appeared the above-named DAVID BARRETT, EDWARD H. LINDE, and MORTIMER B. ZUCKERMAN, Trustees of Fourteen Cambridge Center Trust, and acknowledged the foregoing instrument to be their free act and deed as Trustees and the free act and deed of said Trust, before me.


FREDERICK J. DEANGELIS
NOTARY PUBLIC

My Commission Expires:
December 30, 1982
1987

SCHEDULE A

Tract I:

A parcel of land situated in Cambridge, Middlesex County, Massachusetts, bounded and described as follows:

Beginning at a point, said point being S 09°-32'-02" W, a distance of One Hundred and no Hundredths (100.00') feet from the intersection of the Northerly sideline of Binney Street and the Westerly sideline of Sixth Street;

Thence running S 09°-32'-02" W, by the Westerly sideline of Sixth Street, a distance of Two Hundred and Eighty-Five Hundredths (200.85') feet to a point;

Thence running along a curve to the Right, having a radius of Three Hundred and Twelve and Seventy-One Hundredths (312.71') feet, by the Westerly sideline of Sixth Street, a distance of One Hundred Nine and Eight Hundredths (109.08') feet to a point of tangency;

Thence running S 29°-31'14" W, by the Westerly sideline of Sixth Street, a distance of Eighteen and Forty-Nine Hundredths (18.49') feet to a point;

Thence turning and running N 60°-30'-18" W a distance of Two Hundred Forty and Fifty-Two Hundredths (240.52') feet to a point;

Thence turning and running N 29°-29'-42" E a distance of Two Hundred Fifty-Eight and Fifty-One Hundredths (258.51') feet to a point;

Thence turning and running S 80°-28'-35" E, by land now or formerly of Cambridge Redevelopment Authority, a distance of One Hundred Sixty-Two and Ninety-Seven Hundredths (162.97') feet to the point of beginning.

The area herein described contains Sixty Thousand, Six Hundred Twenty Four (60,624) square feet, more or less and is shown as Tract I on the Easement Plan.

Lot A:

A parcel of land situated in Cambridge, Middlesex County, Massachusetts bounded and described as follows:

Beginning at a point, said point being the south-easterly corner of Tract I on the Westerly sideline of Sixth Street;

Thence running S 29°-31'-14" W, by Westerly line of Sixth Street and discontinued Sixth Street, a distance of Four Hundred Fifty and Four Hundredths feet (450.04') to a point;

Thence turning and running N 60°-30'-18" W, by land now or formerly of Cambridge Redevelopment Authority, a distance of Five Hundred Forty-Eight and Fifty-Six Hundredths feet (548.56') to a point;

Thence running along a curve to the right, having a radius of Fifty and No Hundredths feet (50.00') by land now or formerly of the Cambridge Redevelopment Authority, a distance of Sixty-Two and Twenty Hundredths feet (62.20') to a point;

Thence running N 10°-46'-14" E, by land now or formerly of Cambridge Redevelopment Authority (Western Connector), a distance of Two Hundred Thirty-Eight and Seventy-Two Hundredths feet (238.72') to a point;

Thence running along a curve to the right, having a radius of Two Hundred Eighty and No Hundredths feet (280.00') by land now or formerly of Cambridge Redevelopment Authority, a distance of Four Hundred Thirty-Three and Seventy-Three Hundredths feet (433.73') to a point;

Thence S 80°-28'-35" E, by land now or formerly of Cambridge Redevelopment Authority, a distance of Two Hundred Seventy-Nine and Forty-Nine Hundredths feet (279.49') to a point;

Thence turning and running S 29°-29'-42" W, by Tract I, a distance of Two Hundred Fifty-Eight and Fifty-One Hundredths feet (258.51') to a point;

Thence turning and running S 60°-30'-18" E, by Tract I, a distance of Two Hundred Forty and Fifty-Two Hundredths feet (240.52') to the point of beginning.

The area herein described contains Three Hundred Sixty-Five Thousand Six Hundred Thirty-Two (365,632) square feet, more or less and is shown as Lot A on the Easement Plan.

1982

14 CC



254 1990

20443 120

RECORDING OFFICE OF MASS. REG. DEEDS
Plan No. 1131
Rec'd July 16, 1982
With DEED
Cambridge Property
Shelton, Book 14724, Page 130

PLAN OF LAND
IN

CAMBRIDGE, MA.
JULY 16, 1982
REVISED
AUGUST 11, 1982
FOR

BOSTON PROPERTIES

PREPARED BY
ALLEN & DEMURIAN, INC.
ENGINEERS
&
LAND SURVEYORS
BOSTON, MA.

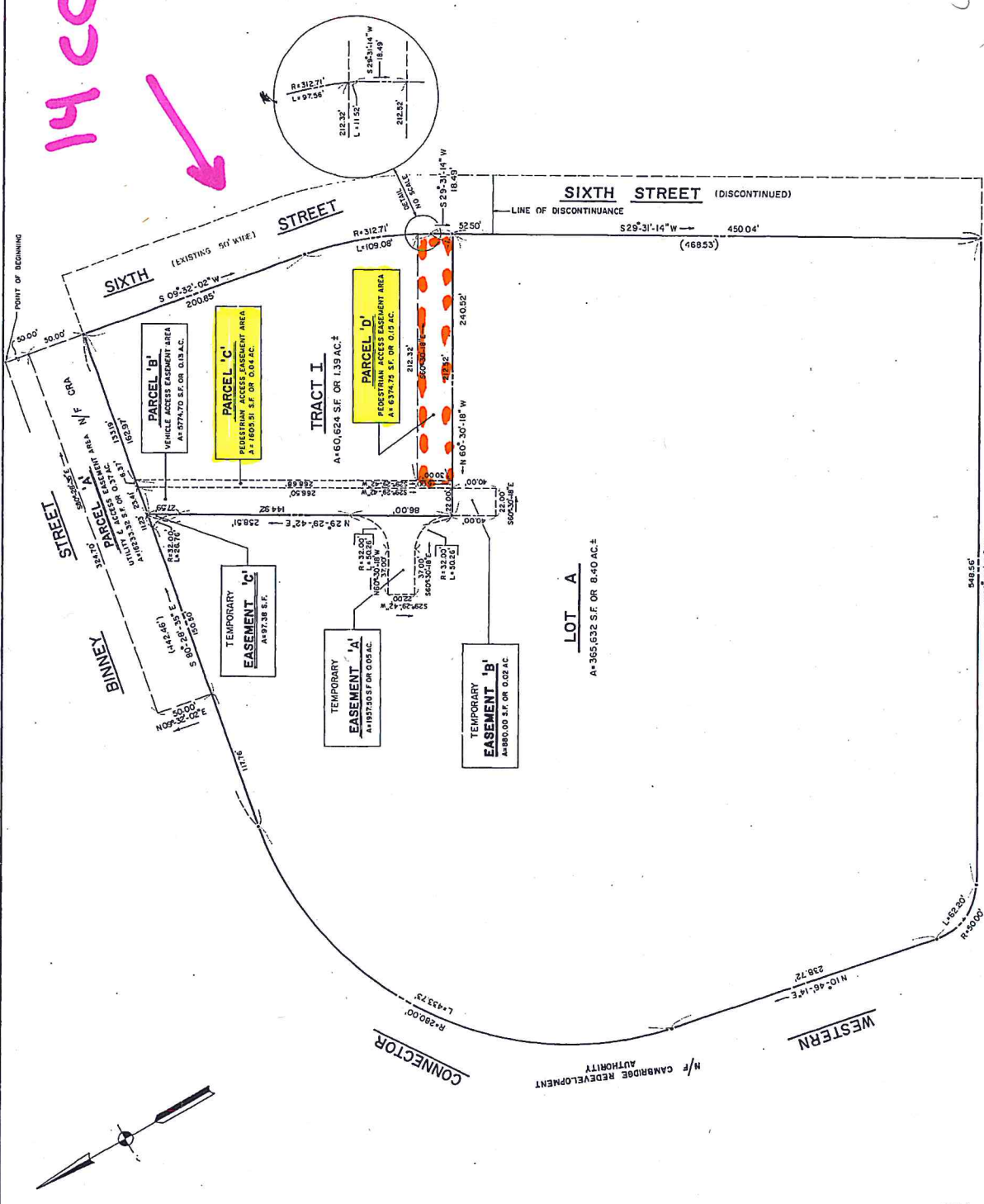
I HEREBY CERTIFY
THAT THIS PLAN WAS PREPARED IN
ACCORDANCE WITH THE
REGULATIONS OF THE MIDDLESEX COUNTY
REGISTRY OF DEEDS.



Lawrence C. Allen
LAWRENCE C ALLEN
R.L.S. NO 12424



361.9



PLAN NUMBER 1131 OF 1982
RECORDED, BOOK 14724, PAGE 130