

HARVARD UNIVERSITY
CAMBRIDGE, MASSACHUSETTS 02138

Harvard University
Letter of Commitment
for Ordinance 1269

October 27, 2003

Mayor Michael A. Sullivan
Vice Mayor Henrietta Davis
Ordinance Committee Co-Chair David P. Maher
Ordinance Committee Co-Chair Brian Murphy
City Councillor Marjorie C. Decker
City Councillor Anthony D. Galluccio
City Councillor Kenneth E. Reeves
City Councillor E. Denise Simmons
City Councillor Timothy J. Toomey, Jr.
795 Massachusetts Avenue
City Hall
Cambridge, Massachusetts 02139

SUBJECT: Commitments and conditions accompanying the substitute petition for Riverside Zoning attached hereto as Attachment A.

Dear Mayor Sullivan, Vice Mayor Davis, Ordinance Committee Co-Chairs Maher and Murphy, and Councillors Decker, Galluccio, Reeves, Simmons, and Toomey:

The purpose of this letter is to describe negotiated agreements through which Harvard University is prepared to offer benefits and commitments coupled with commitments from the City to facilitate and enable University use and development of key sites. This letter reflects further agreements made since an earlier version of this letter (a photocopy of which (without attachments) is attached hereto for convenience of reference only) was circulated to you earlier today. The constructive efforts of the City Council to reach mutually beneficial agreements have enabled this resolution. Harvard is pleased that significant open space and affordable housing benefits have been linked to development proposals that include strong urban design principles benefiting the Riverside neighborhood, the University and the City as a whole.

This letter is the "Letter of Commitment" referenced in Section II.A of Attachment A. This letter serves to define those commitments and conditions that fall outside of the parameters of the City's zoning ordinance. For purposes of this letter, references to Area 1 include Special District 12 described in Section I.A of Attachment A; references to Area 2 include Special District 13 described in Section I.B of Attachment A; and references to Area 6 include only the

Special District 14 portion thereof as described in Section I.F2 of Attachment A. This letter only applies to Harvard-owned property in Areas 1, 2, and 6, described above.

The commitments and benefits offered by Harvard are linked to the University's ability to fully use and develop its property consistent with Attachment A. The timing and availability of the benefits are linked to Harvard's right to proceed with the Harvard development and use of Harvard-owned properties in Area 1, Area 2, and Area 6 as described in Attachment B (Harvard Development Program), consistent with the incentive zoning provisions contained in Section II.A of Attachment A.

Subject to the fulfillment of the Conditions described below, Harvard commits to the following:

A. HARVARD'S COMMITMENTS

1. Development of Harvard Land
2. Restrictions Regarding Institutional Residential Development
3. Parking
4. Creation of Open Space
5. Creation of Housing
6. Commitments Regarding Historic Structures
7. Community Benefits Associated with Construction Mitigation

1. Development of Harvard Land: Harvard intends to construct new University housing fully utilizing the incentive provisions in Attachment A. With the adoption of Attachment A, Harvard proposes to apply for approvals for development of University housing in Area 1 (Memorial Drive) and Area 6 (Cowperthwaite/Banks/Grant Street) delineated in Attachments A and B. Furthermore, Harvard commits to initiate appropriate City applications for the projects described in Attachment B within one year from adoption of Attachment A. If Harvard fails to do so, Harvard will not apply for permits under the base zoning rather than under the incentive zoning provisions in Areas 1 or 6 (Special Districts 12 and 14 in Attachment A), for a period of thirteen months thereafter. Notwithstanding the foregoing, Harvard commits that it will not sell properties in the two areas prior to December 1, 2005, nor will Harvard apply for permits under base zoning in Areas 1 and 6 during that time period unless applications by Harvard consistent with the incentive provisions are denied.

2. Restrictions Regarding Institutional Residential Development: In discussions with neighbors, Harvard has been asked to voluntarily place limitations on the institutional uses in Areas 1, 2, and 6. In response to these concerns Harvard commits as follows:

a. Any new University housing to be developed in Areas 1 or 6 delineated and described in Attachments A and B will not be for undergraduate use.

b. There will be no central food preparation on site requiring major truck deliveries to the new University housing constructed in Areas 1 (Memorial Drive) and 6 (Cowperthwaite/Banks/Grant Street), although there may be common areas with some kitchen facilities.

c. If Harvard develops University housing in Area 2 (Blackstone Station) the same provisions regarding undergraduate use and central food preparation shall apply.

3. Parking:

a. Harvard will not oppose creation of a City policy of prohibiting issuance of on-street parking permits to residents of new housing development constructed after October 27, 2003, in Areas 1, 2, and 6.

b. Harvard will provide surface parking in Area 1 (Memorial Drive), along a Harvard driveway to be constructed on and east of the Massachusetts Water Resource Authority ("MWRA") sewer easement. (See Attachment B.)

4. Creation of Open Space:

a. Harvard will landscape the 34,000 SF (approximate) area located at the corner of Memorial Drive and Western Avenue bounded to the south, west, and north by the property lines, and on the east by a line which is 2 feet west of the western edge of the MWRA sewer easement, for use as public open space ("Open Space"), as currently defined under "Open Space, public" in the Cambridge zoning ordinance, providing a baseline scope of landscaping and amenities in accordance with a plan prepared by the City in consultation with the community and Harvard. Harvard will commit to design and implement landscape and hardscape improvements planned in conjunction with the City with a budget of approximately \$780,000 (based on \$1 million per acre) including design and engineering. Harvard will not be responsible for any cost associated with a consulting landscape architect hired directly by the City or the community in connection with this project nor with the added design or construction cost associated with specific installations exceeding the baseline scope.

b. Harvard will grant a surface easement deed to the City of Cambridge for publicly accessible open space covering the Open Space Area. An easement deed will be conveyed concurrent with issuance of Certificates of Occupancy and all other necessary permits for the development in Area 1 described in Attachment B. The easement will be made perpetual one year from the date of the last permanent Certificate of Occupancy or other permit required to enable Harvard to achieve full occupancy and to commence uses associated with the projects in Area 1 (Memorial Drive) and Area 6 (Cowperthwaite/Banks/Grant Street) described in Attachment B

c. Harvard will retain rights to use the subsurface of the Open Space for all purposes, including without limitation, to use, maintain, and replace the existing steam tunnels existing under the Open Space, to construct in accordance with applicable laws and regulations, air handlers, ventilation equipment, and stairs and elevators providing access to the underground garage, and to install, maintain, repair, and replace utilities and wires and conduits on and in the Open Space area and Harvard will exercise such rights (in consultation with the City) so as to minimally interfere with the Open Space and will promptly restore portions of the Open Space affected by such exercise, and will be responsible for damages and injuries to the extent caused

by Harvard's exercise of such rights. Except in emergencies, no work will be performed in the Open Space by Harvard in connection with the exercise of Harvard's retained rights, without first coordinating such work with the City. The City and Harvard will work together to ensure that the plan prepared by the City for the Open Space and the subsurface plan to support Harvard's development projects in Area 1 (Memorial Drive) are not inconsistent. Harvard will have the right to include the 34,000 square foot area described above as part of the Floor Area Ratio for projects in Area 1 (Memorial Drive). The Open Space will count as part of any required yard when calculating setbacks, minimum useable open space, and minimum yards.

d. The underground parking garage shall be designed with the objective of not creating vehicular access on the Open Space and with the intention of having the garage access be from Akron Street if feasible. This guideline may be modified as necessary to accommodate any building, health, and or safety code requirements necessary for construction and operation of the underground garage and access thereto. Harvard will retain responsibility for damage to the Open Space caused by the garage, provided that no work will be performed in the Open Space by the City above the garage without first coordinating such work with Harvard to ensure that the work will not adversely affect the garage.

e. After the Open Space is constructed and delivered to the City, the City will have sole control of the Open Space and sole responsibility for its operation and conditions. Harvard will assign to the City the warranties existing under the contractor's contracts.

f. The Open Space easement will be usable by Harvard to fulfill any public benefits that may be required under M.G.L. c. 91, if applicable.

g. The development program in Area 6 (Cowperthwaite/Banks/Grant Street) as described in Attachment B, shall not include any building located within 50 feet of the northerly sideline of Grant Street and within sixty feet of the westerly sideline of lot #73 on Cambridge Assessors Plat 132.

5. Creation of Housing:

a. Harvard will develop a minimum of 30 and maximum of 34 affordable, low-, and moderate-income deed-restricted home ownership units ("affordable housing") constituting a total of 36,000 gross floor area (GFA) at 45 Blackstone Street and 219 Putnam Avenue (the "Switch House"), together with accessory parking. The 36,000 GFA for affordable housing was derived by calculating the 15% affordable housing requirement formula for residential development in the City, translating unit count into percentage of GFA in order to allow the units to better meet the City-stated needs for family-sized units. Harvard then increased the 15% formula to 20%. If after the full buildout for new construction in Area 1 (Memorial Drive) and Area 6 (Cowperthwaite/Banks/Grant Street) is allowed, the formula would generate more than 36,000 GFA to meet the 20% commitment, then the GFA of affordable housing, will be increased accordingly, first attributable to the GFA of affordable housing referred to in subparagraph A.5.c below, and the remainder, if any in the Switch House, if feasible. If not feasible in the Switch House, Harvard will make a financial contribution as described in subparagraph A.5.b below. The sale of the units will coincide with issuance of Certificates of

Occupancy and all necessary permits for completed development of Area 6 (Cowperthwaite/Banks/Grant Street). The units will be marketed and the buyers selected by the City. Unit size shall be determined jointly between Harvard and the City, with the understanding that there will be a mix of unit sizes. Income distribution shall be approximately 60% of the units for households having an income up to 80% of area-median income, 30% of the units for households having an income of up to 100% of area-median income, and 10% of the units for households having an income of up to 120% of area-median income. Harvard will dedicate 2% of the sale price for each unit sold to create a building reserve fund for the condominium association to be established for the Switch House development.

b. Harvard and the City have agreed that the Switch House is the preferred project to fulfill the affordable housing commitment associated with this negotiated agreement for University housing development and Harvard and the City will jointly apply for necessary permits for development of housing at the Switch House location. However, if necessary permits are denied for housing at the Switch House or if the Switch House property is mutually determined by the City and Harvard to be infeasible for residential conversion, concurrent with issuance of the Certificates of Occupancy for development in Area 6 (Cowperthwaite/Banks/Grant Street), Harvard will make a contribution to the Affordable Housing Trust of a mutually agreed amount based on appropriate Cambridge development benchmarks (including acquisition costs) to enable the development of 36,000 gross square feet (or an amount determined to equal the 20% commitment described above) of affordable housing. Either contribution will fully suffice as Harvard's affordable housing contribution for development in Areas 1 (Memorial Drive) and 6 (Cowperthwaite/ Banks/Grant Street).

c. As part of the full buildout of Harvard's development rights in Special District 12, Harvard will provide affordable rental housing in Special District 12 in the buildings to be constructed south of Hingham Street, and the amount of such affordable housing shall be based on GFA (and not units) and calculated based on the GFA of buildings in Special District 12 located south of Hingham Street, and the calculation shall use the formula in subparagraph A.5.a above. The GFA of such affordable housing will be counted towards meeting any additional GFA in excess of 36,000 GFA required to meet the 20% commitment in paragraphs A.5.a and A.5.b above.

6. Commitments Regarding Historic Structures:

a. Harvard will deem added to the existing agreement with the Cambridge Historical Commission dated February 11, 1986, the existing buildings in Area 2 (Blackstone Station) so that Harvard will be obligated to consult with the Executive Director of the Cambridge Historical Commission on new construction or exterior changes to buildings in Area 2 (Blackstone Station).

b. Furthermore, the existing Harvard-owned wood frame structures on both sides of Grant Street between Athens Street and Banks Street will not be demolished by Harvard during their useful life.

7. Community Benefits Associated with Construction Mitigation:

a. Harvard will adopt construction mitigation practices for construction of new housing in Areas 1 (Memorial Drive) and 6 (Cowperthwaite/Banks/Grant Street) that will include the coordination by an assigned construction mitigation manager, regular project coordination meetings with abutters, creation of a construction update website and a call center.

b. In addition, Harvard will contribute \$50,000 to community organizations in the Riverside neighborhood.

B CONDITIONS CORRESPONDING TO HARVARD'S COMMITMENTS

For purposes of clarification, Harvard's commitments listed above are offered if the following conditions are met:

1. The amendments to the Cambridge Zoning Ordinance in Attachment A affecting Harvard-owned property in Areas 1 (Memorial Drive), 2 (Blackstone Station), and 6 (Cowperthwaite/Banks/Grant Street) are adopted and implemented in the form attached hereto as Attachment A. To accommodate such adoption and implementation, Harvard will file a withdrawal of protest to such amendments conditioned on the adoption of the form of substituted petition attached hereto as Attachment A. Harvard will maintain in effect its protest to the original Carlson Petition and the Planning Board's petition.

2. In connection with Harvard's use and development in Area 1 (Memorial Drive), and associated commitments herein to the City, the City shall have granted to Harvard within six months after the date hereof a perpetual easement allowing Harvard to construct, use, operate, maintain, repair, and replace an underground parking garage that extends under Hingham Street to allow Harvard to construct an underground garage under Area 1 including the Open Space surface easement, and to construct ramps and curb cuts needed to access and use the garage, and if not constructed in connection with such development in Area 1, the easement under Hingham Street shall lapse. The easement will be subject to rights existing in Hingham Street, but will provide that Harvard can relocate City and other utilities at Harvard's expense in coordination with the City. The Open Space surface easement deed described above shall serve as full compensation for the grant of easement under Hingham Street.

3. The City shall have represented to Harvard that there will be City support to help Harvard meet the commitment to provide affordable housing as described in this letter.

4. Harvard's commitments referenced above in section A are conditioned on the proposed housing projects in Areas 1 (Memorial Drive) and 6 (Cowperthwaite/Banks/Grant Street) having received all building permits (including any special permits or variances that may be needed), curb cut permits, PTDM approvals and amendments, and permanent occupancy permits and lodging house licenses, fuel storage licenses, and other state and local licenses that may be needed in connection with the construction, use, occupancy, and operation of the projects, and all appeals of any such permits and approvals shall have been determined favorably to Harvard. Denial of any such permits shall permit Harvard to proceed with projects utilizing the base zoning provisions of the substitute amendment attached hereto. It is a condition that all parking associated with the University housing projects shall have been deemed institutional parking and

shall not need to be provided on the same lot as the related building. It is a further condition that so long as Harvard is proceeding with the development of the projects, and until the projects are completed and all permits referenced above are obtained, the City shall not have initiated or supported any rezoning or other zoning or ordinance changes that would have the effect of hindering any of the uses and development specified in the attached summary of Harvard projects (Attachment B). Harvard's commitments are conditioned upon the appeal period for any of the approvals and permits referred to herein having expired without any appeal having been made, or in the event any such appeal does occur, that the outcome of said appeal would not result in the change in the validity or full rights set forth in the permits and approvals. All time periods specified in this Letter of Commitment shall be tolled pending the resolution of any appeal.

Conclusion

We are pleased that resolution has been reached that provides benefits to the City, the University and the neighborhood. We look forward to being able to proceed with plans and permitting and the associated delivery of significant community benefits that we have arrived at with the City Council and the City.

As Harvard University's duly authorized representative, I am pleased to execute and deliver this letter.

Sincerely,



Kathy A. Spiegelman,
Chief University Planner
Duly Authorized

- Cc: Robert W. Healy, City Manager
- Richard C. Rossi
- Beth Rubenstein
- Donald A. Drisdell
- Nancy E. Glowa
- Mary Power
- Thomas Lucey

Enclosures:

- Attachment A: Substitute Zoning Petition
- Attachment B: Harvard Development Program
- Attachment C: Prior Submitted Harvard Letter: October 27, 2003

ATTACHMENT B
HARVARD DEVELOPMENT PROGRAM

Area 1 (Memorial Drive)

Land Area:

Parcel A – North of Hingham St.	.85 acres
Parcel B – South of Hingham St.	<u>1.42 acres</u>
	2.27 acres

Program Summary:

- 250 beds which will be operated by the University as rental housing for Harvard affiliates.
- Program includes a mix of studio, one-bedroom and two-bedroom units in the facility contemplated for Parcel A, and larger units for the low-rise buildings contemplated for Parcel B.

Conceptual Building Design:

- Parcel A: To be developed with a single facility which concentrates the massing or density to the north (Akron Street), west (Memorial Drive) and includes a low-rise section at 35 feet along the eastern edge (Banks Street). This results in a design which is partially open to the south and avoids a continuous building plane along the southern edge of the parcel at Hingham Street.
- Parcel B: To be developed as three separate, 35-foot structures extending from Hingham Street to Western Avenue along the eastern edge of the property.

Public Open Space:

- The balance of Parcel B (approximately .75 acres) will be developed by Harvard, in cooperation with the City and the community, as a publicly-accessible open space.
- A new driveway will be constructed from Hingham Street to Western Avenue providing frontage and vehicle access to the housing, and separating the open space from the remainder of the development.

Parking:

- Harvard's development will accommodate on site the parking requirements of the project, plus the retention and relocation of all existing parking.
- Some surface parking is planned on Parcel B (east of the Open Space).
- The majority of the parking will be located underground and as planned will require an easement west of the MWRA sewer line, under Hingham Street, and under a small portion of the Open Space.
- Vehicle access to this garage is anticipated to be from Akron Street.

Loading:

- The facilities on Parcel A will be designed to accommodate on-street loading exclusively on Akron Street.

Area 2 (Blackstone Station)

- Uses and development rights as specified in Special District 13.
- Harvard will utilize the following institutional uses -- including institutional office, administrative, and accessory uses, and maintenance, repair, and support services -- including without limitation the institutional uses existing on October 27, 2003.

Area 6 (Cowperthwaite/Banks/Grant area)

Land Area:

Parcel A – North of Grant St.	1.14 acres
Parcel B – South of Grant St.	<u>1.05 acres</u>
	2.19 acres

Program Summary:

- 250 beds which will be operated by the University as rental housing for Harvard affiliates.
- Program will include smaller units on Parcel B for graduate students and larger units on Parcel A for graduate students (and their families) and faculty.

Conceptual Building Design:

- Parcel A: To be developed with six new structures, up to 5,000 square feet and six units each, and designed with “walk-up” units.
- Parcel B: To be developed as one or two structures along Cowperthwaite Street at a maximum height of 55’ and stepping down to 45’ within a bulk plane setback along the northern side of the Cowperthwaite subdistrict. Additionally, within 40’ of Banks Street, no structure can exceed 35’ in height along Cowperthwaite Street.

Building Relocation:

- The conceptual plan proposes that the two existing residential structures along Cowperthwaite Street be relocated to a vacant portion of Parcel B (owned by Harvard) along Grant Street.

Parking:

- Harvard’s development will accommodate on site the parking requirements of the project, plus the retention and relocation of all existing parking.
- 80% of the parking required under zoning (approximately 23 spaces) for the development of Parcel A, will be provided on Parcel A.
- The majority of the parking will be on Parcel B in a garage facility to be constructed below the buildings along Cowperthwaite Street.
- Vehicle access to this garage is anticipated to be from Cowperthwaite Street.

Loading:

- Loading requirements for the total Area 6 development will be located along Cowperthwaite and away from neighborhood residential streets.

Area 6 Project Clarification:

- All descriptions or representations above are limited to the program and development in Area 6.
- With regard to Parcel B, it is understood that some additional development (related to the project) is contemplated in the land area owned by Harvard, between Leverett House and the western boundary of Parcel B.

HARVARD UNIVERSITY
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ATTACHMENT C

October 27, 2003

Mayor Michael A. Sullivan
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795 Massachusetts Avenue
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Subject: Commitments and conditions accompanying the substitute petition for Riverside Zoning attached hereto as Attachment A.

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The commitments and benefits offered by Harvard are linked to the University's ability to fully use and develop its property consistent with Attachment A. The timing and availability of the benefits are linked to Harvard's right to proceed with the Harvard development and use of Harvard-owned properties in Area 1, Area 2, and Area 6 as described in Attachment B (Harvard Development Program), consistent with the incentive zoning provisions contained in Section II.A of Attachment A.

Subject to the fulfillment of the Conditions described below, Harvard commits to the following:

A. HARVARD'S COMMITMENTS

1. Development of Harvard Land
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5. Creation of Housing
6. Commitments Regarding Historic Structures
7. Community Benefits Associated with Construction Mitigation

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a. Any new University housing to be developed in Areas 1 or 6 delineated and described in Attachments A and B will not be for undergraduate use.

b. There will be no central food preparation on site requiring major truck deliveries to the new University housing constructed in Areas 1 (Memorial Drive) and 6 (Cowperthwaite/Banks/Grant Street), although there may be common areas with some kitchen facilities.

c. If Harvard develops University housing in Area 2 (Blackstone Station) the same provisions regarding undergraduate use and central food preparation shall apply.

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b. In addition, Harvard will contribute \$50,000 to community organizations in the Riverside neighborhood.

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1. The amendments to the Cambridge Zoning Ordinance in Attachment A affecting Harvard-owned property in Areas 1 (Memorial Drive), 2 (Blackstone Station), and 6 (Cowperthwaite/Banks/Grant Street) are adopted and implemented in the form attached hereto as

Attachment A. To accommodate such adoption and implementation, Harvard will file a withdrawal of protest to such amendments conditioned on the adoption of the form of substituted petition attached hereto as Attachment A. Harvard will maintain in effect its protest to the original Carlson Petition and the Planning Board's petition.

2. In connection with Harvard's use and development in Area 1 (Memorial Drive), and associated commitments herein to the City, the City shall have granted to Harvard within six months after the date hereof a perpetual easement allowing Harvard to construct, use, operate, maintain, repair, and replace an underground parking garage that extends under Hingham Street to allow Harvard to construct an underground garage under Area 1 (Memorial Drive) including the Open Space surface easement, and to construct ramps and curb cuts needed to access and use the garage, and if not constructed in connection with such development in Area 1, the easement under Hingham Street shall lapse. The easement will be subject to rights existing in Hingham Street, but will provide that Harvard can relocate City and other utilities at Harvard's expense in coordination with the City. The Open Space surface easement deed described above shall serve as full compensation for the grant of easement under Hingham Street.

3. The City shall have represented to Harvard that there will be City support to help Harvard meet the commitment to provide affordable housing as described in this letter.

4. Harvard's commitments referenced above in section A are conditioned on the proposed housing projects in Areas 1 (Memorial Drive) and 6 (Cowperthwaite/Banks/Grant Street) having received all building permits (including any special permits or variances that may be needed), curb cut permits, PTDM approvals and amendments, and permanent occupancy permits and lodging house licenses, fuel storage licenses, and other state and local licenses that may be needed in connection with the construction, use, occupancy, and operation of the projects, and all appeals of any such permits and approvals shall have been determined favorably to Harvard. Denial of any such permits shall permit Harvard to proceed with projects utilizing the base zoning provisions of the substitute amendment attached hereto. It is a condition that all parking associated with the University housing projects shall have been deemed institutional parking and shall not need to be provided on the same lot as the related building. It is a further condition that so long as Harvard is proceeding with the development of the projects, and until the projects are completed and all permits referenced above are obtained, the City shall not have initiated or supported any rezoning or other zoning or ordinance changes that would have the effect of hindering any of the uses and development specified in the attached summary of Harvard projects (Attachment B). Harvard's commitments are conditioned upon the appeal period for any of the approvals and permits referred to herein having expired without any appeal having been made, or in the event any such appeal does occur, that the outcome of said appeal would not result in the change in the validity or full rights set forth in the permits and approvals. All time periods specified in this Letter of Commitment shall be tolled pending the resolution of any appeal.

Conclusion

We are pleased that resolution has been reached that provides benefits to the City, the University and the neighborhood. We look forward to being able to proceed with plans and permitting and the associated delivery of significant community benefits that we have arrived at with the City Council and the City.

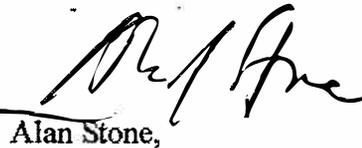
Sincerely,



Sally Zeckhauser,
Vice President,
Administration



Kathy A. Spiegelman,
Chief University Planner



Alan Stone,
Vice President, Government,
Community and Public Affairs

Cc: Robert W. Healy, City Manager
Richard C. Rossi
Beth Rubenstein
Donald A. Drisdell
Nancy E. Glowa
Mary Power
Thomas Lucey

Enclosures:

Attachment A: Substitute Zoning Petition

Attachment B: Harvard Development Program

Alexandria Real Estate Equities
700 Technology Square
Suite 302
Cambridge, MA 02139

February 9, 2009

Mayor E. Denise Simmons
Vice Mayor Brian Murphy
Ordinance Committee Co-Chair David P. Maher
City Councilor Henrietta Davis
City Councilor Marjorie C. Decker
City Councilor Craig A. Kelly
City Councilor Kenneth E. Reeves
City Councilor Sam Seidel
City Councilor Timothy J. Toomey, Jr.
795 Massachusetts Avenue
City Hall
Cambridge, MA 02139

**SUBJECT: Commitments and conditions accompanying the substitute petition for
Binney Street Zoning attached hereto as Attachment A**

Dear Mayor Simmons, Vice Mayor Murphy, Ordinance Committee Co-Chair Maher, and
Councilors Davis, Decker, Kelly, Reeves, Seidel and Toomey:

The purpose of this letter is to describe commitments and benefits which Alexandria (hereafter
defined) is prepared to offer to the City of Cambridge, to facilitate and enable Alexandria's use
and development of key sites in East Cambridge in a manner consistent with the East Cambridge
Planning Study ("ECaPS"), subject to the satisfaction of the "Conditions" set forth below.

This letter is the "Letter of Commitment" referenced in Section 13.59.8 of the proposed
amendments to the Zoning Ordinance set forth in Attachment A (the "Binney Street Zoning").
All capitalized terms not defined herein shall have the meanings given them in Attachment A.

For purposes hereof, "Alexandria" refers to the entities listed below, who own, or have the right
to purchase, the land opposite each entity's name below, which land constitutes the land which is

eligible to be included in a Final Development Plan pursuant to the Binney Street Zoning. Such land is shown on the illustrative site plan attached hereto as Attachment B. Included within this is the land at which the so-called "Rogers Street Park" will be located, and the land at which the so-called "Triangle Park" will be located. The "Alexandria Land" means any land listed below which is included within an approved Final Development Plan which is subject to Section 13.59. Without limitation, it is expected that a portion of the property located at 249 Third Street will not be included in any such Final Development Plan, and any such property not so included shall be deemed excluded from the "Alexandria Land."

Alexandria Entity	Alexandria Land
ARE-MA Region No. 21, LLC	161 First Street (Parcel 16-20)
ARE-MA Region No. 32, LLC	54, 56, 57, 60, 61, 64, 65, 67, 68, 69, 71, 72, 74, 75, 79, 80, 83 and 84 Rogers Street; 87, 95, 101, 107, 80-122 and 143 Binney Street; 245, 247, 249, 264, 270, 276 Third Street; 167, 173, 179 Second Street; 61 Rear Rogers Street; 50 Rogers/200 Second Street (Parcel 16-25, Parcel 27-76, Parcel 16-27, Parcel 16-15, Parcel 16-21, Parcel 16-22, Parcel 15-26); also 242-248 Third Street (Parcel 16-1)
ARE-MA Region No. 34, LLC	241 Binney Street, 126-144 Rogers Street (Parcel 28-23)
ARE-MA Region No. 35, LLC	101 Rogers Street (Parcel 27-82)
ARE-MA Region No. 37, LLC	41 Linskey Way (Parcel 15-11)
ARE-MA Region No. 39, LLC	182-198 First Street (Parcel 11-32), 200 First Street (Parcel 11-46)
ARE-MA Region No. 40, LLC	195 First Street (Parcel 15-28)
ARE-MA Region No. 42, LLC	77 William "Doc" Linskey Way (Parcel 15-25)

This Letter of Commitment shall be binding upon and inure to the benefit of successor owners of the Alexandria Land. Alexandria recognizes and agrees that Section 13.59.8 of the Binney Street Zoning requires ongoing compliance with this letter as a condition to the issuance of building permits and certificates of occupancy, regardless of whether Alexandria is the owner of the Alexandria Land.

A. Alexandria's Commitments

1. The Binney Street zoning contemplates, in Section 13.59.9, the dedication to the City of the so-called Rogers Street Park, and the dedication to the City of the so-called Triangle Park, in the event that a Final Development Plan subject to Section 13.59 is approved and construction proceeds thereunder. As part of development under such a Final Development Plan, Alexandria shall contribute \$1,000,000 to the City to enable the City to plan and design improvements at the Rogers Street Park and the Triangle Park, such contribution to be made no later than the issuance of the first Building Permit for a building containing primarily non-residential use (the "First Commercial Building") within such a Final Development Plan.
2. Alexandria will contribute \$8,500,000 to the City to enable the City to construct park improvements at the Rogers Street Park and the Triangle Park, such contribution to be made no later than issuance of the base building Certificate of Occupancy for the First Commercial Building under such a Final Development Plan. The use of such funds will be restricted to the purposes for which they are contributed.
3. Reference is made to Section 13.59.4 of the Binney Street Zoning, pursuant to which a Final Development Plan must provide a minimum of 220,000 square feet of residential uses and must provide within such residential uses at least 47,000 square feet of Gross Floor Area of housing affordable to households whose total income does not exceed 120% of the area median income for the Boston area ("Middle Income Units"), and at least 33,000 square feet of Gross Floor Area of housing affordable to households whose total income does not exceed 80% of the area median income for the Boston area ("Low-Mod Units"). The 220,000 square feet of residential floor area shall be exempt from FAR calculations for the Final Development Plan and shall be exempt from the provisions of Section 11.200. Within the 220,000 square feet of residential uses, the developer shall use reasonable efforts to include a mix of unit sizes, including units of suitable size for families with children. Any other residential uses above this required minimum of 220,000 square feet of residential floor area shall be included in FAR calculations for the Final Development Plan and shall be subject to the provisions of Section 11.200.

Notwithstanding the exemption for the required minimum of 220,000 square feet of residential uses from the provisions of Section 11.200, Alexandria agrees that it will cause the Low-Mod Units to be constructed, that the marketing and selection process for the Low-Mod Units shall be done by the City, and that the Low-Mod Units shall be administered by the City using the same requirements, policies, and procedures used for

units subject to Section 11.200. Alexandria further agrees to cause the Middle Income Units to be constructed, and that it will establish a program which includes reasonable standards for marketing and selection (including, to the extent permitted by law, giving preference for such units to City employees and residents of contiguous neighborhoods).

4. In addition, Alexandria will make a separate contribution (the "East Cambridge Open Space Fund Contribution") to the City at a rate of \$12.00 per square foot (up to a maximum contribution of \$6,000,000) for each square foot of Gross Floor Area of space for which Certificates of Occupancy are issued in excess of the first 1,000,000 square feet of Gross Floor Area in such a Final Development Plan (excluding Gross Floor Area for residential uses). The use of any East Cambridge Open Space Fund Contribution shall be restricted to design, land acquisition and construction of Public Open Space (as defined in the Cambridge Zoning Ordinance) within the Eastern Cambridge Study Area (as defined in the Eastern Cambridge Planning Study dated October, 2001).
5. Reference is made to Section 13.59.10 of the Binney Street Zoning, pursuant to which a Final Development Plan shall provide for the transfer of ownership to the City of Cambridge of the existing building and lot identified as 101 Rogers Street (also known as 117 Rogers Street and as the Foundry Building) (Tax Parcel 27-82), with a preference for its use for municipal or community purposes. Alexandria agrees that such building and lot will be transferred in an environmental condition consistent with all federal, state and local laws, rules and regulations for the uses to which the building and lot are intended to be put. Alexandria agrees to transfer ownership on or before January 1, 2012, provided that it has commenced construction of a building pursuant to a Final Development Plan. Such conveyance shall be in fee simple absolute, subject to encumbrances acceptable to the City which do not interfere with the use of the land for its intended purposes.

B. Conditions to Alexandria's Commitment

For purposes of clarification, Alexandria's commitments set forth above are offered if the following conditions (the "Conditions") are met:

1. The amendments to the Cambridge Zoning Ordinance set forth in Attachment A are duly adopted in the form attached hereto as Attachment A, and no challenge to the validity of the same shall have been made (or in the event of any challenge, such challenge shall have been finally resolved in favor of such validity.)
2. A Final Development Plan subject to Section 13.59 is approved for the Alexandria Land, (a) allowing Alexandria to construct and/or renovate buildings containing a total of

commercial space of at least 1,530,000 square feet of Gross Floor Area (subject to any reductions proposed by Alexandria and subject to minor reductions which are required in connection with the approval of such a Final Development Plan, and together with additional square footage for required residential uses, as described in the Binney Street Zoning) (the "Project"), and (b) approving a phasing plan acceptable to Alexandria providing for completion of work in stages over a period of time no longer than 20 years (the "Phasing Plan"), and furthermore Alexandria shall have commenced construction under such a Final Development Plan.

3. The appeal periods for the zoning approvals and permits necessary for the buildings authorized by such a Final Development Plan, including without limitation Article 19 approvals and a PUD Special Permit, shall have expired without appeal having been made, or in the event that any appeal does occur, the outcome of said appeal shall not result in a change in the validity, or reduction in the development rights set forth in, the permits and approvals. All time periods specified in this Letter of Commitment shall be tolled during the resolution of any appeal.
4. So long as Alexandria, its successors and assigns, is proceeding with development in accordance with the Phasing Plan and until the Project is completed, the City shall not have initiated or supported any rezoning or other ordinance changes that would have the effect of adversely affecting any of the uses or development authorized by the Binney Street Zoning or by such an approved Final Development Plan.

February 9, 2009

Page 6

CONCLUSION

As Alexandria's duly authorized representative, I am pleased to commit to this significant mitigation on Alexandria's behalf.

Sincerely,

ARE-MA Region No. 21, LLC
ARE-MA Region No. 32, LLC
ARE-MA Regional No. 34, LLC
ARE-MA Regional No. 35, LLC
ARE-MA Regional No. 37, LLC
ARE-MA Regional No. 39, LLC
ARE-MA Regional No. 40, LLC
ARE-MA Regional No. 42, LLC

By: Alexandria Real Estate Equities, L.P.,
a Delaware limited partnership

By: ARE-QRS Corp.,
a Maryland corporation, General Partner

By: Thomas J. Andrews
Name: Thomas J. Andrews
Title: Senior Vice President

Attachment A - Form of Binney Street Zoning

Attachment B - Illustrative Site Plan



**LESLEY UNIVERSITY'S
LETTER OF INTENT
FOR ORDINANCE 1327**

29 Everett Street
Cambridge, MA 02138-2790
Tel 617 349 8564
Fax 617 349 8125
www.lesley.edu

**Office of the Vice President
for Administration**

June 22, 2009

Mayor E. Denise Simmons
Vice Mayor Sam Seidel
Ordinance Committee Co-Chair David P. Maher
City Councilor Henrietta Davis
City Councilor Marjorie C. Decker
City Councilor Craig A. Kelley
City Councilor Kenneth E. Reeves
City Councilor Larry Ward
City Councilor Timothy J. Toomey, Jr.
795 Massachusetts Avenue
City Hall
Cambridge, MA 02139

Re: Lesley Porter Overlay District

Dear Mayor Simmons, Vice Mayor Seidel, Ordinance Committee Co-Chair Maher, and Councilors Davis, Decker, Kelley, Reeves, Seidel and Toomey:

The purpose of this letter is to describe commitments and benefits which Lesley University has agreed to abide by as part of the adoption of the Lesley Porter Overlay District by the City Council. The items enumerated below were the subject of discussion and negotiation of the Lesley Working Group over the past several months. They are as follows:

1. Prior to the commencement of any construction activity authorized in the Lesley Porter Overlay District, Lesley shall provide a Construction Mitigation Plan to representatives of the Agassiz/Baldwin, Porter Square and Neighborhood Nine Associations, and Oxford Courts Condominium *and Newport Road condominiums.*
2. Lesley shall develop and implement a neighborhood courtesy parking program that would allow neighborhood residents to access the parking lot behind University Hall during evenings when the City of Cambridge declares a Snow Emergency. The program's hours and availability shall be determined by Lesley.

MLB

3. Lesley shall develop and implement a Parking Management Plan for the University Hall parking lot to ensure adequate parking for visitors attending AIB events at a rate equal to or below other commercial parking facilities in the area.
4. Lesley shall participate with the City of Cambridge and other property owners in efforts to beautify Massachusetts Avenue, including, but not limited to, sidewalk improvements, installation and maintenance of street trees and furniture, and litter control.
5. Lesley shall provide opportunities for neighborhood residents to access certain Lesley facilities based upon availability and verification.
6. Senior leadership of Lesley shall meet at least twice per year with representatives of the Neighborhood Nine Association, Porter Square Neighborhood Association, and Agassiz/Baldwin Neighborhood Association to discuss neighborhood concerns.

In addition to the foregoing, Lesley has further agreed to specify its commitments associated with the Massachusetts Avenue beautification efforts (described in paragraph numbered 4 above) as follows:

If the amendments to the Cambridge Zoning Ordinance creating the Lesley Porter Overlay District are duly adopted by the City Council, and no challenge to the validity of the same shall have been made (or in the event of any challenge, such challenge shall have been finally resolved in favor of such validity) then Lesley University shall contribute \$50,000 to the City of Cambridge for Massachusetts Avenue Improvements in the area between Harvard Square and Porter Square.

In addition, if a Special Permit pursuant to Section 20.200 and Article 19 is approved by the Planning Board allowing Lesley to build on the church lot, provided that the appeal periods for the zoning approvals and permits necessary for the buildings authorized in the Special Permit shall have expired without appeals having been made, or in the event that any appeal does occur, the outcome of said appeal shall not result in a change in the validity, or reduction in the development rights set forth in the permits and approvals, then Lesley shall make a contribution of \$200,000 to the City of Cambridge to fund improvements along Massachusetts Avenue. Said payments shall be made in four equal annual installments. The first payment shall be due upon the issuance of a building permit authorizing work approved by the Special Permit. The remaining three payments shall be made on or before the annual anniversary date of the issuance of the building permit.

Furthermore, if a Special Permit pursuant to Section 20.200 and Article 19 is approved by the Planning Board allowing Lesley to build on the University Hall lot, which the University agrees shall be limited to those uses customary and incidental to University purposes, provided

that the appeal periods for the zoning approvals and permits necessary for the buildings authorized in the Special Permit shall have expired without appeals having been made, or in the event that any appeal does occur, the outcome of said appeal shall not result in a change in the validity, or reduction in the development rights set forth in the permits and approvals, then Lesley shall make a contribution of \$250,000 to the City of Cambridge to fund improvements along Massachusetts Avenue. Said payments shall be made in five equal annual installments. The first payment shall be due upon the issuance of a building permit authorizing work approved by the Special Permit. The remaining four payments shall be made on or before the annual anniversary date of the issuance of the building permit.

Thank you for all of the time and effort you have devoted to creating the opportunity to allow the Art Institute of Boston to come to Porter Square.

Sincerely,

A handwritten signature in cursive script that reads "Marylou Batt".

Marylou Batt

Vice President for Administration

BOSTON PROPERTIES LIMITED PARTNERSHIP

**c/o Boston Properties, Inc.
800 Boylston Street, Suite 1900
Boston, Massachusetts 02199**

August 2, 2010

Mayor David P. Maher
Vice Mayor Henrietta Davis
Ordinance Committee Co-Chair Sam Seidel
Ordinance Committee Co-Chair Timothy J. Toomey, Jr.
City Councilor Leland Cheung
City Councilor Marjorie C. Decker
City Councilor Craig A. Kelley
City Councilor Kenneth E. Reeves
City Councilor E. Denise Simmons
Cambridge City Hall
795 Massachusetts Avenue
Cambridge, Massachusetts 02139

Re: Commitments and conditions accompanying the amended zoning petition for Ames Street District of Kendall Square Urban Renewal Area (the "Ames Street Zoning") attached hereto as Attachment A.

Dear Mayor Maher, Vice Mayor Davis, Ordinance Committee Co-Chairs Seidel and Toomey, and Councilors Cheung, Decker, Kelley, Reeves and Simmons:

The purpose of this letter is to describe commitments and benefits which Boston Properties (hereinafter defined) is prepared to offer the City of Cambridge, to facilitate and enable Boston Properties' use and development of portions of the Kendall Square Urban Renewal Area, subject to the satisfaction of the "Conditions" set forth below. All capitalized terms used herein and not otherwise defined herein shall be used with the meanings as set forth in Attachment A.

For purposes hereof, "Boston Properties" refers to the entities listed below who own the land opposite each entity's name below, which land constitutes all of the land within the Ames Street

District, and Boston Properties Limited Partnership. The "Boston Properties Land" means any land listed below.

<u>Boston Properties Entity</u>	<u>Boston Properties Land</u>
Trustees of One Cambridge Center Trust	One Cambridge Center
Trustees of Two Cambridge Center Trust	Two Cambridge Center
Trustees of Three Cambridge Center Trust	Three Cambridge Center
BP Four CC LLC	Four Cambridge Center
BP Five CC LLC	Five Cambridge Center
BP East Garage LLC	Cambridge Center East Garage
Cambridge Center West Garage LLC	Cambridge Center West Garage 75 Ames Street

This Letter of Commitment shall be binding upon and inure to the benefit of successor owners of the Boston Properties Land.

A. Boston Properties' Commitments

1. Upon the adoption of the Ames Street Zoning, Boston Properties will contribute \$250,000.00 to the City of Cambridge (the "City") to fund neighborhood planning studies.
2. (A) Boston Properties will contribute \$400,000.00 to the City of Cambridge Scholarship Fund over a period of eight (8) years (\$50,000.00 annually) commencing upon the issuance of a building permit for a development on any of the Boston Properties Land utilizing any portion of the 2010 Additional GFA (such development being hereinafter referred to as the "2010 Additional GFA Building"). It is understood and agreed that preference will be given to Area Four and Wellington Harrington residents in terms of the recipients of scholarships funded by Boston Properties' contributions under this Section 2(A).

(B) In addition to the above, Boston Properties will contribute \$150,000.00 to the East Cambridge Scholarship Fund over a period of three (3) years (\$50,000.00 annually) commencing upon the issuance of a building permit for the 2010 Additional GFA Building.

3. Boston Properties will agree to commence construction of a residential project (the "Residential Building") utilizing all or any portion of the 200,000 square feet of gross floor area restricted to housing use under Section 14.32.1 of the City of Cambridge Zoning Ordinance (the "Zoning Ordinance") within seven (7) years after the issuance of a certificate of occupancy for the 2010 Additional GFA Building. In the event that Boston Properties shall fail to commence construction of the Residential Building within such seven (7) year period, Boston Properties shall pay to the City of Cambridge the following amounts for each successive year after the seventh (7th) year that construction has not commenced:

<u>Year</u>	<u>Amount</u>
Eight (8)	\$250,000.00
Nine (9)	\$250,000.00
Ten (10)	\$350,000.00
Eleven (11)	\$350,000.00
Twelve (12)	\$400,000.00
Thirteen (13)	\$400,000.00
Fourteen (14)	\$500,000.00

In the event that Boston Properties has not commenced construction on the Residential Building within fourteen (14) years after the issuance of a certificate of occupancy for the 2010 Additional GFA Building, no further payments shall be due from Boston Properties to the City hereunder.

4. Commencing upon the issuance of a building permit for the 2010 Additional GFA Building, Boston Properties will dedicate a minimum of 20,000 square feet of gross floor area for leases ranging from 250 to 7,500 square feet of gross floor area to start-up or otherwise early stage companies, with flexible lease terms (e.g. shorter duration, lower credit requirements) consistent with reasonable market leasing practices, provided that Boston Properties owns properties within the Kendall Square Urban Renewal Area consisting of at least 1,000,000 square feet of gross floor area for Office Uses and Biotechnology Manufacturing Uses under Section 14.21.2 of the Zoning Ordinance. It is intended that such "incubator" space will attract young and entrepreneurial businesses to the Kendall Square area in the beginning stages of their development and hopefully facilitate their success and growth within the City.

5. Boston Properties will commit to commencing an improvement program on the plaza area adjacent to Two Cambridge Center and Three Cambridge Center within one year from the adoption of the Ames Street Zoning. Boston Properties will submit plans to the Community Development Department for non-binding design review, and will work in good faith with the Community Development Department to address any comments raised during the review process.

6. The 2010 Additional GFA Building will be designed in a manner consistent with the provisions of Section 19.32 of the Zoning Ordinance to have a positive relationship with its surroundings, including active space consisting of retail and consumer service stores and building lobbies that are oriented toward the street and encourage pedestrian activity on the sidewalk.

7. Boston Properties will contribute \$100,000.00 to the Cambridge Community Arts Center, \$50,000.00 of which shall be paid upon the issuance of a building permit for the 2010 Additional GFA Building and \$50,000.00 of which shall be paid upon the issuance of a certificate of occupancy for the 2010 Additional GFA Building.

8. Boston Properties will donate \$75,000.00 to the Margaret Fuller House (\$25,000.00 of which shall be devoted to programs), \$50,000.00 of which shall be paid upon the issuance of a building permit for the 2010 Additional GFA Building and \$25,000.00 of which shall be paid upon the issuance of a certificate of occupancy for the 2010 Additional GFA Building.

9. Boston Properties will contribute \$50,000.00 to the Cambridge Energy Alliance, a non-profit energy efficiency fund, \$25,000.00 of which shall be paid upon the issuance of a building permit for the 2010 Additional GFA Building and \$25,000.00 of which shall be paid upon the issuance of a certificate of occupancy for the 2010 Additional GFA Building.

10. Boston Properties will donate \$25,000.00 to the East End House for senior citizen programs upon the issuance of a building permit for the 2010 Additional GFA Building.

B. Conditions to Boston Properties' Commitments

For purposes of clarification, Boston Properties' commitments set forth above are offered if the following conditions (the "Conditions") are met:

1. The amendments to the Zoning Ordinance set forth in Attachment A are duly adopted in the form attached hereto as Attachment A, and no challenge to the validity of the same shall have been made (or in the event of any challenge, such challenge shall have been finally resolved in favor of such validity).

2. Boston Properties has obtained the zoning approvals and permits necessary for the 2010 Additional GFA Building and the Residential Building, including without limitation Article 19 approvals, and all appeals period for such zoning approvals and permits shall have expired without appeal having been made, or in the event that any appeal does occur, the outcome of said appeal shall not result in a change in the validity, or reduction in the development rights set forth in the permits and approvals. All time periods specified in this Letter of Commitment shall be tolled during the resolution of any appeal.

3. Until the 2010 Additional GFA Building has been completed, the City shall not have initiated or supported any rezoning or other ordinance changes that would have the effect of adversely affecting any of the uses or development authorized by Article 14 of the Zoning Ordinance (as amended by the Ames Street Zoning). Without limiting the generality of the foregoing, in the event of any change that adversely impacts the 200,000 square feet or gross floor area restricted to housing use under Section 14.32.1 of the City of Cambridge Zoning Ordinance, Boston Properties shall be relieved of its obligations under Section A.3 above.

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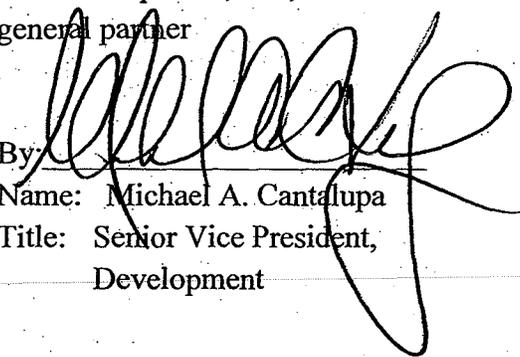
As Boston Properties' duly authorized representative, I am pleased to make these commitments on Boston Properties' behalf.

Sincerely,

The Trustees of One Cambridge Center Trust
The Trustees of Two Cambridge Center Trust
The Trustees of Three Cambridge Center Trust
BP Four CC LLC
BP Five CC LLC
BP East Garage LLC
Cambridge Center West Garage LLC
Boston Properties Limited Partnership

By: Boston Properties Limited Partnership,
a Delaware limited partnership

By: Boston Properties, Inc., its
general partner

By: 
Name: Michael A. Cantalupa
Title: Senior Vice President,
Development

Attachment A: Ames Street Zoning

3

December 13, 2010

Mayor David Maher
Members of the City Council
City Manager, Robert Healy

Letter of Commitment to the City of Cambridge from EF - See Ordinance # 1337

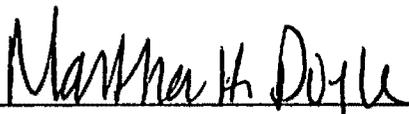
On behalf of EF, we commit to provide the City of Cambridge the total sum of \$914,000 for community benefits associated with EF's new building project in North Point. These benefits will support initiatives as determined by the City of Cambridge. The distribution of all these funds will be determined by a process established by the City Manager of Cambridge. It is our understanding that a portion of these funds will support scholarships for Cambridge residents and community based non-profits.

We agree that half of the total amount (\$457,000) will be paid to the City of Cambridge within 90 days of the issuance of a Building Permit not appealed, or if so, 90 days from the dismissal of such appeal. Additionally, we commit that the second half of the funds (\$457,000) will be paid to the City of Cambridge prior to receipt of a permanent or temporary certificate of occupancy for the project.

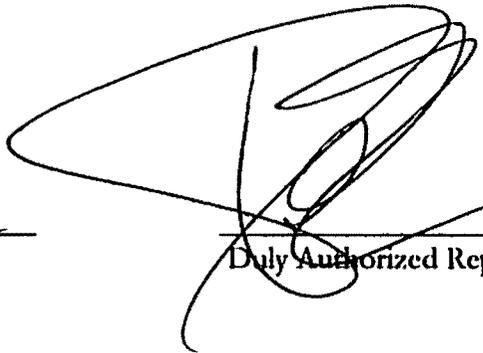
CONCLUSION

As EF's duly authorized representative(s), I am pleased to commit to the obligations contained herein on EF's behalf.

Sincerely,



Duly Authorized Representaive of EF



Duly Authorized Representaive of EF

MARHTA H. DOYLE

RICHARD MCKINNON

Christian Klee
Chief Financial Officer

Novartis Institutes for BioMedical Research
250 Massachusetts Avenue
Cambridge MA 02138
Phone (617) 871 8000



June 20, 2011

Mayor David P. Maher
Vice Mayor Henrietta Davis
Ordinance Committee Chair Sam Seidel
City Councilor Leland Cheung
City Councilor Marjorie C. Decker
City Councilor Craig A. Kelley
City Councilor Kenneth E. Reeves
City Councilor E. Denise Simmons
City Councilor Timothy J. Toomey, Jr.
Cambridge City Hall
795 Massachusetts Avenue
Cambridge, Massachusetts 02139

ORDINANCE NUMBER 1338

**Re: Commitments and conditions accompanying the amended zoning petition for
Special District 15, attached hereto as Attachment A**

Dear Mayor Maher, Vice Mayor Davis, Ordinance Committee Chair Seidel and Councilors
Cheung, Decker, Kelley, Reeves, Simmons and Toomey:

The purpose of this letter is to describe commitments and benefits which Novartis
(hereinafter defined) is prepared to offer the City of Cambridge, to facilitate and enable
Novartis to construct a life science research campus on Massachusetts Avenue between
Windsor Street and Osborn Street, subject to the satisfaction of the "Conditions" set forth
below. All capitalized terms used herein and not otherwise defined herein shall be used with
the meanings as set forth in Attachment A.

A. Novartis' Commitments

1. Within ninety (90) days after the adoption of the Zoning Petition creating Special
District 15, Novartis will contribute \$250,000.00 to the City of Cambridge (the "City").
2. Within ninety (90) days of the approval of Novartis' application for a Special Permit
from the Cambridge Planning Board authorizing the construction of its "Research Campus"
in Special District 15, Novartis will contribute \$250,000.00 to the City of Cambridge.
3. Upon the issuance of a building permit authorizing construction of the Research
Campus pursuant to the Special Permit referenced in Paragraph 2 above, Novartis will
contribute \$250,000.00 to the City of Cambridge.

2. Within ninety (90) days of the approval of Novartis' application for a Special Permit from the Cambridge Planning Board authorizing the construction of its "Research Campus" in Special District 15, Novartis will contribute \$250,000.00 to the City of Cambridge.
3. Upon the issuance of a building permit authorizing construction of the Research Campus pursuant to the Special Permit referenced in Paragraph 2 above, Novartis will contribute \$250,000.00 to the City of Cambridge.
4. Upon the issuance of a Certificate of Occupancy for the first building of the Research Campus Project, Novartis will contribute \$250,000.00 to the City of Cambridge.

B. Conditions to Novartis' Commitment

For purposes of clarification, Novartis' commitments set forth above are offered if the following conditions (the "Conditions") are met:

1. The amendments to the Cambridge Zoning Ordinance set forth in Attachment A are duly adopted in the form attached hereto as Attachment A, and no challenge to the validity of the same shall have been made (or in the event of any challenge, such challenge shall have been finally resolved in favor of such validity.)
2. Novartis' application for a Special Permit from the Cambridge Planning Board authorizing the construction of its "Research Campus" in Special District 15 is granted, including but not limited to, approvals pursuant to Sections 19.20, 17.604, and 17.606.
3. The appeal periods for the zoning approvals and permits necessary for the buildings authorized by such a Special Permit shall have expired without appeal having been made, or in the event that any appeal does occur, the outcome of said appeal shall not result in a change in the validity, or reduction in the development rights set forth in, the permits and approvals. All time periods specified in this Letter of Commitment shall be tolled during the resolution of any appeal.
4. So long as Novartis, its successors and assigns, is proceeding with development in accordance with the Special Permit and until the Project is completed, the City shall not have initiated or supported any rezoning or other ordinance changes that would have the effect of adversely affecting any of the uses or development authorized by the creation of Special District 15 or by such an approved Special Permit.

In addition to requirements and conditions of any required permits for the project,

Novartis is making these payments to provide the city with resources should it become necessary to mitigate any impacts which might result from the project which it will build on Special District 15 as a result of the rezoning, special permit and issuance of the building permit. Should such impacts arise, these payments will enable the city to take appropriate steps to mitigate those impacts in the manner and at the times deemed most appropriate by the city.

As Novartis' duly authorized representative, I am pleased to make these commitments on Novartis' behalf.

Sincerely,



Christian Klee
Chief Financial Officer

Attachment A: Zoning Petition for Special District 15

*Commitment Letter
For Ordinance # 1354*

February 25, 2013

VIA HAND DELIVERY

David Maher
Chair of the Ordinance Committee
Cambridge City Hall
795 Massachusetts Avenue
Cambridge, Massachusetts 02139

2013 FEB 25 PM 4 20
OFFICE OF THE CITY CLERK
CAMBRIDGE, MASSACHUSETTS

Re: Zoning Petition for 300 Massachusetts Avenue

Dear Chairman Maher:

Enclosed please find a revised Letter of Commitment signed by Forest City on behalf of Mass Ave 300 Block West LLC, concerning the revised Forest City Zoning Petition for the redevelopment of 300 Massachusetts Avenue. Please note that the only change made from the version delivered to you on February 21st was in response to a comment from attorney Susan Hegel from Cambridge and Somerville Legal Services, and changes the word "Premises" (which was not defined in the document) to the word "Project" in two locations in Section III (E), as shown on the attached redlined copy of the Letter of Commitment.

In all other respects, the attached signed Letter of Commitment is identical to the most recent version delivered to you on February 21st.

Very truly yours,



Kathryn Lachelt Brown

Forest City Commercial Group
38 Sidney Street, Suite 180
Cambridge, MA 02139

February 25, 2013

Mayor Henrietta Davis
Ordinance Committee Chair David Maher
Vice Mayor E. Denise Simmons
City Councilor Leland Cheung
City Councilor Marjorie C. Decker
City Councilor Craig A. Kelley
City Councilor Kenneth E. Reeves
City Councilor Timothy J. Toomey, Jr.
City Councilor Minka vanBeuzekom
Cambridge City Hall
795 Massachusetts Avenue
Cambridge, Massachusetts 02139

Re: Commitments and conditions accompanying the amended zoning petition for Cambridgeport Revitalization Development District (CRDD) attached hereto as Attachment A

Dear Mayor Davis, Ordinance Committee Chair Maher and Councilors Cheung, Decker, Kelley, Reeves, Simmons, Toomey and vanBeuzekom:

The purpose of this letter is to describe commitments and benefits which Mass Ave 300 Block West, LLC ("Forest City") is prepared to offer the City of Cambridge, to facilitate and enable Forest City to construct a life science building at 300 Massachusetts Avenue (the "Project"), subject to the satisfaction of the "Conditions" set forth below.

Forest City's Commitments

- I. Forest City will contribute \$1,078,680 to the City of Cambridge (the "City"), which funds the City shall use, in its discretion, for purposes directed at mitigating the impact of the Project on the community, as follows:

A. Within ninety (90) days after the adoption of the Forest City Zoning Petition extending the CRDD District to 300 Massachusetts Avenue and authorizing an additional 107,868 square feet of gross floor area, Forest City will contribute \$269,670.00 to the City of Cambridge (the "City").

B. Within ninety (90) days of the approval of Forest City's application for a Special Permit from the Cambridge Planning Board authorizing the construction of the Project, Forest City will contribute \$269,670.00 to the City of Cambridge.

C. Upon the issuance of a building permit authorizing construction of the Project, Forest City will contribute \$269,670.00 to the City of Cambridge.

D. Upon the issuance of a Certificate of Occupancy for the Project, Forest City will contribute \$269,670.00 to the City of Cambridge.

II. Section 15.32.2 of the Zoning Ordinance includes a minimum requirement of 150 affordable housing units within the CRDD District, which shall be made available to families of certain income limits for a period of at least thirty years. In a 1988 "Commitment to Housing Development" letter and its companion Housing Plan submitted by Forest City and MIT, we agreed that before the expiration of the thirty year affordability period set forth in the zoning, we would seek government subsidies (including subsidized financing) that would enable the affordable units to remain affordable for the full term of our leasehold interest. At the present time, University Park has a total of 168 units of affordable housing, 18 more than are required by zoning. As part of our community benefits package for 300 Massachusetts Avenue, Forest City commits that, regardless of whether or not we are able to obtain government subsidies as set forth in the Housing Plan, we will cause all affordable units, including the 18 that are in excess of zoning, to be maintained as affordable in accordance with their current use as either low income or moderate income units for the full term of our leasehold interests. All affordable units controlled by Forest City entities shall be deed-restricted and administered using the same rent and other requirements, policies, and procedures used for units subject to Section 11.200, provided, however, that the requirements of Section 15.32 shall govern with respect to income requirements.

III. Forest City will provide or cause to be provided a minimum of 25 affordable low-income deed-restricted dwelling units ("Affordable Housing" or "25 Affordable Units"), on a site or multiple sites to be determined in the future to be located within the City of Cambridge. It is understood and agreed by the undersigned and the City that the requirement herein for the 25 Affordable Units is based on the number of

affordable units that would have been created at the project previously proposed in the zoning petition by Forest City on the parcel adjacent to the Central Square Fire Station. Such Affordable Housing will meet the following standards:

- A. **Affordability:** The Affordable low-income Housing will be available to households whose incomes do not exceed 80% of the area median income for the Boston area, and shall otherwise conform to the definition of Affordable Units as set forth in Section 11.201 of the Zoning Ordinance. Forest City agrees that it will cause the 25 Affordable Units to be provided by some means set forth in this Section, that the marketing and selection process for the 25 Affordable Units shall utilize the guidelines customarily employed by the Community Development Department in other housing assistance programs, and that the 25 Affordable Units shall be administered using the same rent and other requirements, policies, and procedures used for units subject to Section 11.200.

- B. **Location and Development:** The Affordable Housing will be provided through one or more of the following means:
 - (i) Construction of new housing on a site that has not been used for affordable housing subsequent to January 1, 2007.
 - (ii) Conversion of an existing non-residential structure to residential use, subject to any applicable requirements and approvals set forth in the Zoning Ordinance.
 - (iii) Construction of additional housing units on a site that currently contains housing, in which case the existing residential GFA and number of dwelling units on the site shall be maintained or replaced in addition to construction of the Affordable Housing referenced in this Section.
 - (iv) Conversion of existing market-rate units within Cambridge to 25 Affordable Units provided that such units will otherwise meet the requirements of this Section.
 - (v) Investment in and sponsorship of a project that will cause the production of 25 Affordable Units pursuant to the above description.

- C. **Zoning and Approvals:** All development shall conform to applicable zoning requirements, including any provisions requiring the issuance of a special permit. The provisions of Section 11.200 shall also apply, which would allow an increase in density for projects meeting the definition of an Inclusionary Housing project. In the event that a special permit is not approved for an identified housing site, Forest City agrees to either seek an alternative site or to adhere to the Alternative Payment requirements set forth in Subparagraph "E" below. Any Affordable Units constructed by Forest City as part of a residential or mixed use project within the City and otherwise complying with the requirements herein and the requirements of section 11.200 of the zoning ordinance shall be deemed to satisfy the commitments expressed herein.

- D. Phasing: Within seven (7) years of obtaining a Certificate of Occupancy for any new non-residential development at 300 Massachusetts Avenue, Forest City will have either (i) received a building permit authorizing the development of the Affordable Housing referenced in this Section or (ii) satisfied its commitment to provide 25 Affordable Units as set forth in paragraph (B) above. In the event that neither of the above conditions has been achieved, Forest City agrees to adhere to the Alternative Payment requirements set forth in Subparagraph “E” below.
- E. Alternative Payment: If the Affordable Housing referenced in this Section is not provided in accordance with the phasing requirements set forth above for any reason, which may include inability of the developer to identify a feasible site, denial by the City of necessary permits required to develop housing on an identified site, or any other reason, then Forest City agrees to make a contribution to the Affordable Housing Trust in the amount of Five Million Dollars (\$5,000,000) (the “Alternative Payment”); provided, however, that if a portion of the 25 Affordable Units is provided, then this Alternative Payment shall be reduced by amount equal to \$200,000 per Affordable Unit provided by Forest City; provided further, however, that the amount of the Alternative Payment contribution shall be increased by the greater of (i) the CPI adjustment, as defined below, or (ii) a compounded rate of three percent (3%) per year, in either case as measured between the date of issuance of a Certificate of Occupancy for the Project and the date the payment is delivered to the City. The “CPI Adjustment” shall be equal to the percentage increase in the Consumer Price Index, All Urban Consumers (CPI-U) All Cities Average, All Items Index as published by the Bureau of Labor Statistics, United States Department of Labor (the “CPI”) between the CPI that is published immediately prior to the date of issuance of a Certificate of Occupancy for the Project, and the CPI that is published immediately prior to the date the Alternative Payment is delivered to the City.

Conditions to Forest City’s Commitment

For purposes of clarification, Forest City’s commitments set forth above are offered if the following conditions (the “Conditions”) are met:

1. The amendments to the Cambridge Zoning Ordinance set forth in Attachment A are duly adopted in the form attached hereto as Attachment A, and no challenge to the validity of the same shall have been made (or in the event of any challenge, such challenge shall have been finally resolved in favor of such validity.)
2. Forest City’s application for a Special Permit from the Cambridge Planning Board authorizing the construction of the Project is granted, including but not limited to, approvals pursuant to Sections 19.20.

3. The appeal periods for the zoning approvals and permits necessary for the buildings authorized by such a Special Permit shall have expired without appeal having been made, or in the event that any appeal does occur, the outcome of said appeal shall not result in a change in the validity, or reduction in the development rights set forth in, the permits and approvals. All time periods specified in this Letter of Commitment shall be tolled during the resolution of any appeal.

4. So long as Forest City, its successors and assigns, is proceeding with development in accordance with the Special Permit and until the building is completed, the City shall not have initiated or supported any rezoning or other ordinance changes that would have the effect of adversely affecting any of the uses or development authorized by this zoning amendment to the CRDD District or by such an approved Special Permit.

In addition to meeting the requirements and conditions of any required permits for the Project, Forest City is making these payments to provide the City with resources should it become necessary to mitigate any impacts which might result from the Project which it will build at 300 Massachusetts Avenue as a result of the rezoning, special permit and issuance of the building permit. Should such impacts arise, these payments will enable the City to take appropriate steps to mitigate those impacts in the manner and at the times deemed most appropriate by the City.

As Forest City's duly authorized representative, I am pleased to make these commitments on Forest City's behalf.

Sincerely,

MASS AVE 300 BLOCK WEST LLC,
a Delaware limited liability company

By: FC Mass Ave 300 Block West LLC,
Its Manager

By: Forest City Commercial Group, Inc.
an Ohio corporation
Its Sole Member

By: 
Name: Peter B. Calkins
Title: Vice President

Attachment A: Zoning Petition

March 4, 2013

VIA HAND DELIVERY

David E. Maher
Chair, Ordinance Committee
City Hall
795 Massachusetts Avenue
Cambridge, MA 02139

Dear Councilor Maher:

This will acknowledge receipt of your correspondence of February 27, 2013 concerning the Letter of Commitment signed by Forest City Commercial Group, Inc. on behalf of Mass Ave 300 Block West LLC ("Forest City"), dated February 25, 2013. Please be advised that Forest City's understanding of its commitment pursuant to Section III B. (v) of the Letter of Commitment is consistent with the City Council's understanding as described in your correspondence.

Very truly yours,



Kathryn Lachelt Brown



CAMBRIDGE CITY COUNCIL

David P. Maher
City Councillor

2013 FEB 27 PM 4 07
OFFICE OF THE CITY CLERK
CAMBRIDGE, MASSACHUSETTS

February 27, 2013

Donna Lopez
Interim City Clerk
City Hall
Cambridge, MA 02139

Dear Donna:

Please include the attached as part of the record for the upcoming meeting on Monday, March 4, 2013 under the heading of Communications and Reports for City Officers.

Thank you.

Sincerely,

David P. Maher
City Councillor

enclosure

s



CAMBRIDGE CITY COUNCIL

David P. Maher
City Councillor

February 27, 2013

The Honorable, the City Council,

Attached please find a copy of the letter I sent to Attorney Kathryn Brown of Forest City Boston. I have asked Ms. Brown, to send me clarifying language contained in the "Letter of Commitment". I am doing this to resolve any ambiguity regarding the issue that was discussed Monday night regarding "Investment and Sponsorship" of the Affordable Housing Units.

I will file the clarifying language with the Ms. Lopez, City Clerk and Ms. Glowa, City Solicitor, as soon as I receive it from Ms. Brown and Mr. Calkins.

Sincerely,

A handwritten signature in black ink that reads "David P. Maher".

David P. Maher
Chair, Ordinance Committee

s

attachment



CAMBRIDGE CITY COUNCIL

David P. Maher
City Councillor

February 27, 2013

Ms. Kathryn Brown
Vice President, Legal Affairs
Forest City Commercial Group
38 Sidney Street, Suite 180
Cambridge, MA 02139

Dear Ms. Brown:

I am writing in reference to the Letter of Commitment dated February 25, 2013 that was executed by Peter Calkins on behalf of Forest City Commercial Group, Inc. and delivered to the City Council on Monday February 25, 2013, prior to the vote on the Forest City Zoning Petition.

Section III B. (v) of the Letter states that the 25 units of Affordable Housing that Forest City has committed to create can be provided through "Investment in and sponsorship of a project that will cause the production of 25 Affordable Units..."

While the amount of any such investment or sponsorship is not identified in the Letter, it is clear from the language of that paragraph that the investment will "cause the production of 25 Affordable Units." It would be the understanding of the City Council that in order for an investment by Forest City to cause the "production" of 25 Affordable Units, that investment would have to, at a minimum, equal the Alternative Payment described in paragraph E of Section III.

I would request that you confirm in writing that Forest City is in agreement with the City Council's understanding of this provision so that I may include such correspondence in the files of the Ordinance Committee and other relevant City departments.

Thank you for your cooperation.

Very truly yours,

David P. Maher
Chair, Ordinance Committee

s

cc: Mr. Peter Calkins
Cambridge City Council



April 8, 2013

Mayor Henrietta Davis
Vice Mayor E. Denise Simmons
Ordinance Committee Chair David Maher
City Councilor Leland Cheung
City Councilor Marjorie C. Decker
City Councilor Craig A. Kelley
City Councilor Kenneth E. Reeves
City Councilor Timothy J. Toomey, Jr.
City Councilor Minka vanBeuzekom
Cambridge City Hall
795 Massachusetts Avenue
Cambridge, Massachusetts 02139

Re: Commitments and conditions accompanying the amended zoning petition for PUD-5 District attached hereto as Attachment A

Dear Mayor Davis, Vice Mayor Simmons, Ordinance Committee Chair Maher and Councilors Cheung, Decker, Kelley, Reeves, Toomey and vanBeuzekom:

The purpose of this letter is to describe commitments and benefits which the Massachusetts Institute of Technology ("MIT") is prepared to offer the City of Cambridge, to facilitate and enable MIT to revitalize and redevelop Kendall Square (the "Project") through the construction of new mixed-use buildings, subject to the satisfaction of the "Conditions" set forth below.

MIT's Commitments

- A. Off-Road Bicycle and Pedestrian Facilities Adjacent to the Grand Junction.** In connection with the City's continued desire to construct off-road bicycle and pedestrian facilities through Cambridge adjacent to the Grand Junction railroad branch and in furtherance of MIT's previous granting of easements to the Cambridge Redevelopment Authority (the "CRA") over real estate it owns at Technology Square for the construction of a portion of such facilities, MIT shall contribute, within 90 days of MIT's receipt of notification from the CRA that the CRA, its designee or successor, has commenced planning and or the construction of off-road bicycle and pedestrian facilities on property adjacent to the Grand Junction now owned by the CRA between Binney Street and Main Street, an amount requested by the CRA, in its discretion, of up to \$500,000, which funds shall be used for the construction of the facilities. In furtherance of providing appropriate off-road bicycle and pedestrian facilities through Cambridge adjacent to the Grand Junction railroad branch, MIT will, jointly and in conjunction with the City, complete a

study of all parcels that it owns adjacent to the portion of the Grand Junction railroad branch situated between Main Street and Memorial Drive, in order to consider the feasibility of granting the City of Cambridge easements for the construction, now or in the future, of off-road bicycle and pedestrian facilities adjacent to the railroad line. The study will be completed and a report submitted to the City Council within eighteen (18) months of the adoption of the PUD-5 zoning amendment.

- B. Cherry Street Lot.** MIT shall convey the parcel of real estate situated at 35 Cherry Street (Assessor's Lot # 75-118) to the City of Cambridge or a third party to be designated by the City of Cambridge to be used, in perpetuity, for uses that directly benefit residents in the Area IV Neighborhood and surrounding communities. The transferee and use of the property shall be determined through a public process conducted by the City of Cambridge Community Development Department. MIT shall convey the lot immediately upon its receipt of notice from the City as to the identity of the transferee and the designation of the proposed use. The conveyance shall be made by MIT upon such terms and conditions as the City and MIT may reasonably agree.
- C. Labor; Pathways Program; Jobs.** MIT agrees that, in connection with construction of new commercial buildings within the PUD-5 District, it shall use or cause its contractors to use union labor for all building trades. In conjunction with this commitment, MIT will contribute up to \$20,000 annually for a period of ten (10) years, commencing upon the Building Trade Council's creation of an apprentice Pathways Program for Cambridge residents for such program. It is understood that this funding will create no less than fifteen (15) new apprentice opportunities annually for Cambridge residents within twelve (12) months of the creation of the pathway program. In addition, MIT agrees that it will include in new leases of commercial space situated within the PUD-5, a covenant requiring that tenants notify the City of Cambridge Office of Workforce Development of all new job opportunities as they become available.
- D. Locally based and Independent Retail.** MIT agrees that no more than fifty percent (50%) of new retail space in the PUD-5 District shall be occupied by retailers who own and operate retail establishments at more than five (5) locations in Massachusetts at the time the retailer's lease is initially executed.
- E. Open Space and Retail Advisory Committee.** In order to ensure that the adjacent neighborhoods are involved in the programming of activities for the open spaces and the types of retailers for the retail space in the PUD-5 District, MIT will establish an advisory committee to provide input on the programming of these spaces. The advisory committee shall meet once annually for a period of 10 years. The advisory committee shall include representatives from the Community Development Department, adjacent neighborhoods

and three (3) representatives from MIT. To effectuate a vibrant community-based open space and retail plan, MIT shall complete its internal planning process with faculty, students, and staff, and shall create an open space and retail programming plan for any new commercial building and present such plan to the advisory committee six (6) months prior to the substantial completion of that building. MIT may update the programming plan from time to time.

- F. **Real Estate Taxes.** Notwithstanding the provisions of any agreement that MIT may have entered into with the City previously, MIT hereby agrees that in the event that it converts any new commercial building constructed pursuant to the PUD-5 zoning amendment from commercial to exempt institutional use, MIT will remove such property from the tax rolls of the City of Cambridge incrementally over a period of five (5) years. During the four (4) year period following the conversion of such a property to institutional use, MIT agrees not to claim an exemption for the percentage of the assessed value of the property that would exceed the following: 20% in year one, 40% in year two, 60% in year three, and 80% in year 4. Commencing in year five and for each subsequent year that the ownership and use of such parcel satisfies the requirements for exemption under M.G.L. c. 59, MIT will have the right to claim that 100% of the value of property is exempt from assessment.
- G. **Community Benefit Organization Contribution.** MIT shall make a contribution to the City of Cambridge in an amount equal to \$4 multiplied by the number of square feet of New Gross Floor Area for the commercial uses identified in Sections 13.82.4 and 13.82.7, which contribution shall be used to establish a fund that provides financial support to non-profit charitable community benefit organizations serving residents of the City of Cambridge (such contributions, "CBO Contributions"). Notwithstanding the above, CBO Contributions shall be made as follows:
- a. The first contribution of \$1,000,000 shall be made within ninety (90) days of the adoption of the zoning amendment.
 - b. The second contribution of \$1,000,000 shall be made on the earlier to occur of (i) the issuance of the Final Certificates of Occupancy for new commercial buildings within the PUD-5 District containing 500,000 square feet of New Gross Floor Area and (ii) three years from the adoption of the zoning amendment.
 - c. Additional payments shall be made upon issuance of Final Certificates of Occupancy for new commercial buildings within the PUD-5 District containing New Gross Floor Area in excess of 500,000 square feet, in the aggregate.

- H. **Innovation Space.** In addition to the Innovation Office Space required by Section 13.89.3, for a Development Proposal containing new Office Uses, MIT shall provide Gross Floor Area of innovation space equal to, or in excess of, the amount of Gross Floor Area that is five percent (5%) of the New Gross Floor Area approved in the Final Development Plan for Office Use. Existing Gross Floor Area situated within the PUD-5 may be utilized to satisfy this requirement. Such innovation space may be situated on other parcels owned by the developer or an affiliate of such developer located within 1.25 miles of the PUD-5 District. Innovation space utilized by a single emerging business entity shall not exceed 5,000 square feet of Gross Floor Area. Such innovation space shall not require shared space or resources nor shall it be required to be contiguous to any other innovation space.
- I. **Innovation Housing.** A minimum of eight percent (8%) of the New Gross Floor Area of the minimum housing required by Section 13.89.2 shall be devoted to units measuring between three hundred (300) and five hundred fifty (550) square feet in size. Such units may include flexible unit layouts, combined living and working spaces, shared common areas and other design features to increase affordability and communication among residents.
- J. **Limitations on Residential Parking Permit.** MIT agrees that it shall include or cause to be included in thirty (30) residential leases (or other equivalent occupancy agreements) for residential micro-housing units constructed within the PUD-5 containing the fewest square feet, a covenant by the tenant that the tenant shall not apply to the City of Cambridge Traffic, Parking & Transportation Department for a Resident Parking Permit.

Conditions to MIT's Commitments

For purposes of clarification, MIT's commitments set forth above are offered if the following conditions (the "Conditions") are met:

1. The amendments to the Cambridge Zoning Ordinance set forth in Attachment A are duly adopted in the form attached hereto as Attachment A, and no challenge to the validity of the same shall have been made (or in the event of any challenge, such challenge shall have been finally resolved in favor of such validity).
2. With regard to any outstanding commitments, to the extent applied for by MIT, MIT shall have received such Special Permits, including, without limitation, PUD Special Permits and Article 19 Special Permits, from the City of Cambridge Planning Board, and such other permits and approvals as may be necessary to allow for the build-out of the new Gross Floor Area contemplated by the zoning amendment.

In addition to meeting the requirements and conditions of any required permits for the Project, MIT is making these payments and providing the other mitigation referenced above to the City in order to provide the City with resources should it become necessary to mitigate any impacts which might result from the Project as a result of the rezoning, any special permit issued pursuant thereto and the issuance of the building permit. Should such impacts arise, the payments and other mitigation contained in this letter will enable the city to take appropriate steps to mitigate those impacts in the manner and at the times deemed most appropriate by the city.

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Steven C. Marsh", written in a cursive style.

Steven C. Marsh
Managing Director, Real Estate



March 25, 2015

Mayor David P. Maher and Cambridge City Council
City Hall
Cambridge, MA 02139

Dear Mayor Maher and Members of the Council,

On behalf of The Whitehead Institute, I am pleased to submit this Letter which is intended to accompany The Whitehead Petition which is before you on March 30, 2015. The ordinance committee has sent a FAVORABLE recommendation to The Council along with the request that the petition be ordained on that evening.

Adoption of the petition would be a milestone allowing Whitehead to proceed with its internal planning and other work necessary to move forward with a specific development proposal under the special permit process provided in the zoning, and to ask the Council for release of the existing Open Space Covenant on the plaza. Assuming all the necessary approvals are obtained and Whitehead is able to proceed with the project, Whitehead AGREES to the following:

- Bringing the building edge to the street line of Main Street, in line with our neighbors.
- Supporting a vibrant environment for creative interaction among the scientific, academic and other parts of the Kendall Square community.
- Design Review under the Project Review Special Permit process.
- Minimizing parking and relying more on bicycles, transit and walking.
- A \$10 per square foot Community Fund.
- Compliance with Inclusionary Zoning through housing incentive contributions, even though not otherwise required in the MXD District. We further agree that the amount PSF will not be the amount at the time of ordination. Rather we will be subject to the amount PSF at a future date when a Special Permit is issued by the Planning Board.
- The lighting on the ground floor of the building will be intended to give the public space a warm and welcome feeling at night, and to highlight the openness of the retail and lobby spaces and make them inviting day and night. The lighting will be designed to complement, rather than detract from, the architecture of the façade and lobby, reinforcing the visual transparency between the exterior and interior zones. The main

purpose of the lighting around the building perimeter will be to provide a sense of comfort and safety for the pedestrians walking on the sidewalks adjacent to the building. Street light poles as well as lighting filtering through the building glazing will enhance the pedestrian experience and sense of security along the street edge. The Architect will work with a lighting consultant to achieve these goals once the building design effort is initiated.

- Whitehead's Design Narrative/Zoning Guidelines, dated February 5th, 2015, attached, shall be considered a part of this Letter.
- We also recognize the absolutely central issue of open space, which was the subject of considerable discussion at both the Ordinance Committee and Planning Board hearings and is extensively addressed in the Planning Board recommendation. As the Planning Board states, and we agree, the intersection of Main Street and Galileo Galilei Way is an important location for public space as a gateway into the heart of Kendall Square. Furthermore, high quality space that is accessible and useful to the public at ground level is important, even if that space might be covered, or partially or fully enclosed. We will have more definitive ideas at the time we come to the Council for a vote to release the Open Space Covenant now in place for the existing plaza. Between now and then, we will continue the dialogue on open space and specifically:
 - Meet with members of the Council.
 - Meet with the Community Development Department.
 - Meet with the East Cambridge Planning Team
 - Meet with the Cambridge Redevelopment Authority.

As you know, we intend to locate some open space on our lot in the vicinity of the entrance to the Broad and the pedestrian path from the north in order to strengthen these connections. We will also participate in the planning and implementation of the Grand Junction multi use path.

- The Council has expressed a genuine interest in knowing our thinking at this time about the ground floor, including the lobby for Whitehead, retail space and perhaps other community space. We are anxious to tell the Council as much as we are able to at this point. We know the Council is aware that in the future we will be going before the East Cambridge Planning Team and the CRA, each for Design Consultation. Further, we have agreed to comply with the Planning Board's Special Permit provisions, including formal Design Review. That said, here is our thinking today:

We expect that Whitehead's own lobby will be in the vicinity of 2000 SF. As we plan the retail and publicly accessible portions of the ground floor, we recognize the desirability of having multiple distinct spaces providing activity for the neighborhood, whether public space or retail, rather than one large retail space. The family owned

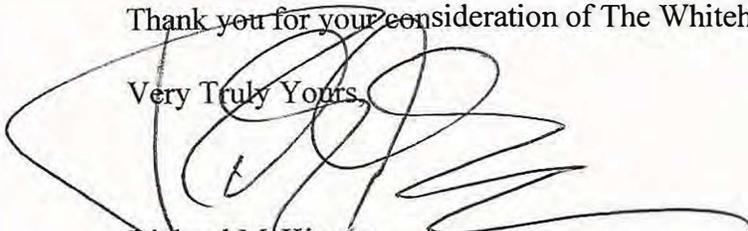
restaurant now servicing the Institute might be given a more visible access, and we are mindful of the Council's call for retail affordability.

As stated in our Design Narrative/Zoning Guidelines, attached, the ground-level expression should promote a welcoming and comfortable atmosphere, and be highly visible through the use of ground level transparency. Proper proportioning and relation to human scale at the ground level are important strategies in providing a sense of comfort. Opportunities may also be available to provide moments of engagement between the pedestrians and the building itself. For example, seating and interaction spaces could potentially be integrated into building's façade, creating another level of engagement as a community destination.

- The Whitehead Institute has a long tradition of hiring Cambridge residents. We are pleased to report that 251 of our employees are residents. We wish to continue and expand that trend and will work with the City of Cambridge and our neighbors to highlight job openings as they materialize.
- The Whitehead Institute also provides scholarships to Cambridge students who come to our science programs. These are intended for applicants with financial need so that they may participate fully.

Thank you for your consideration of The Whitehead Petition.

Very Truly Yours,



Richard McKinnon
On behalf of The Whitehead Institute

MEMORANDUM

Date 02/05/2015
To Cambridge City Council
From Andy Pecora, LEED BD+C
Re Whitehead Institute Zoning Petition
Design Narrative/Zoning Guidelines

In addressing the zoning implications for the Whitehead Institute proposed addition, our process began with the review of the K2 Final Report and K2 Design Guidelines. These important documents provide a clear framework for the future, based on detailed analysis and comprehensive planning efforts. The issues discussed within both of these documents are critical in creating a successful urban experience and provide a strong basis for design. The guidelines specifically establish a comprehensive strategy to address the desired character and spirit of the neighborhood. The specific items influencing our initial design are as follows:

- Environmental Quality
- Street Activity
- Universal Access
- Architectural Identity/Visual Interest
- Integrated Rooftops
- Retail/Mixed-use Ground Floors
- Open, public space

Additionally, through the zoning petition process and initial talks with the Cambridge Redevelopment Authority, we have received concerns regarding certain elements of the proposed conceptual design. Replacement of existing open space, response to the existing Broad Institute entrance, providing a varied retail experience, aesthetic character, and the creation of a truly public space are among a few of the considerations we will be investigating. The following narrative is directed at addressing and responding to these initial concerns.

Replacement of Existing Open Space

The Whitehead Institute addition is proposed for construction in front of their existing building, located at 9 Cambridge Center, on what is currently a raised outdoor plaza. The proposed building edge along Main Street will be pulled forward, in line and in context with its neighbors, to reinforce a cohesive street wall

{B1840176; 1}

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condition and positive pedestrian experience. The first two levels of the proposed addition will be primarily dedicated to public functions, following guidelines related to "street activity" set forth in the K2 Design Guidelines. This newly designed "urban living room" will be more than just a lobby. It will instead provide the neighborhood with service/restaurant/retail opportunities aimed at supporting the Kendall Square users at different times of the day throughout the year. The objective of this space will be to foster an engaging street edge and create a vibrant public space, as well as to provide the Whitehead Institute with a new civic face and front entrance.

Visual transparency, universal access, and a diverse selection of retail/service uses are all paramount in creating a successful ground-level urban experience. New retail spaces located along the sidewalk edge will aim to engage pedestrians, while the existing food service operation will be extended and highlighted to help further animate the interior space. The strategic use of glazing will enable visual connections between exterior and interior zones, while taking advantage of a south-facing orientation that affords us the opportunity to create appealing spaces which can be activated throughout the year.

Additionally, this proposal is obligated to carefully respond to direct contextual cues. The location of the existing Broad Institute entrance and the adjacent existing green seating area is such a cue. In this instance, the building envelope may afford some amount of relief along the street edge to acknowledge these existing spaces. This response provides a very exciting opportunity to create an interesting, site-specific moment within a rather consistent street wall; a civic notch, a seating area within a great space.

The design of this space will reflect the objectives of being a welcoming and accessible destination within the Kendall Square neighborhood. The retail and interior spaces must be well lit, highly visible, inviting and comfortable. Necessary elevation changes to access the existing building (level 1 is roughly +4'-0" above grade) will occur further into the building, allowing the new ground floor to be directly accessible from the streetscape. The secured entry for the Institute's lobby functions will be located toward the rear of the space, such that a majority of the "urban living room" is accessible to the public. Overall, the objective is to generate a successful public moment within the neighborhood fabric, while simultaneously functioning as the Whitehead's Institutional "front porch."

Expression of Architecture

The location for the proposed Whitehead Institute addition is also very prominent along the Kendall Square periphery. The site occupies the corner of Main Street and Galileo Galilei Way, acting as a significant node and gateway into the Kendall Square district. This highly visible site demands an architectural aesthetic that is interesting and expressive of the innovative activities occurring within, yet respectful of neighborhood context.

As previously stated, the ground-level expression should promote a welcoming and comfortable atmosphere, and be highly visible through the use of ground-level transparency. Proper proportioning and relation to human scale at the ground level are important strategies in providing a sense of comfort. Opportunities may be available to provide moments of engagement between the pedestrians and the building itself. For example, seating and interaction spaces could potentially be integrated into the building's facade, creating another level of engagement as a community destination.

As a gateway building, the proposed addition will need to be distinct and embracing. Appropriate selection of materials and formal expression will be key to achieving these intentions. By integrating the penthouse volume into the top of the building, additional height will be incorporated into the building facade along Main Street. Formally, this will help signify entrance and will forge a stronger connection to the adjacent street wall.

While striving to develop a sense of architectural diversity and interest within the district, the addition must also establish some relation with the original building and its neighbors. Contextual datum lines, both from the original building and adjacent structures, should be continued to produce a unified street wall experience. Furthermore, materials similar and/or complementary to those in the original building will help to integrate the addition with the existing structure in order to create a cohesive identity. They will also provide a warm offset to the principal material, which is expected to be glass.



May 18, 2015

Mayor David P. Maher
Vice Mayor Dennis A. Benzan
Ordinance Committee Co-Chair Dennis J. Carlone
Leland Cheung
Craig A. Kelley
Nadeem A. Mazen
Marc C. McGovern
E. Denise Simmons
Timothy J. Toomey, Jr.

Cambridge City Hall
795 Massachusetts Avenue
Cambridge, Massachusetts 02139

Re: Commitments and conditions accompanying the amended zoning petition for the Mass and Main Residential Mixed Income Subdistrict attached hereto as Attachment A (the "Petition")

Dear Mayor Maher, Vice Mayor Benzan, Ordinance Committee Co-Chair Carlone and Councilors Cheung, Kelley, Mazen, McGovern, Simmons and Toomey:

The purpose of this letter is to describe commitments and benefits which the proponent of the above referenced Petition ("Normandy/Twining") is prepared to offer the City of Cambridge, to facilitate and enable Normandy/Twining to redevelop a key intersection in Central Square through the construction of a new residential mixed income project, subject to the satisfaction of the "Conditions" set forth below. Capitalized terms used and not defined herein shall have the meanings given to such terms in the Petition.

Normandy/Twining's Commitments

A. City Purchase of Additional Affordability. Normandy/Twining, the City Manager and the Housing Director for the City of Cambridge Community Development Department share a goal of utilizing Affordable Housing Trust funds to acquire permanent affordability for three (3) additional affordable housing units within the Subdistrict beyond what is required in the petition. Normandy/Twining is committed to continuing to work with the City in good faith in order to achieve such goal, and anticipates adding three (3) affordable units to the covenant providing for permanent affordability at a mutually acceptable value and unit size.

B. Bishop Allen Drive Lot. Normandy/Twining shall convey a portion of the parcel of real estate situated at 65 Bishop Allen Drive (Assessor's Lot # 4750-91-98) consisting of the front portion of such lot (excluding reasonable access to the parking spaces on the rear portion of the lot) through a fee transfer, ground lease or other mutually acceptable mechanism to the City of Cambridge or a third party to be designated by the City of Cambridge to be used, in perpetuity, for affordable housing uses. The portion of the lot conveyed shall be in approximately the size and location shown on the sketch attached hereto as Attachment B, and, at any time after the date that is four (4) years after the issuance of a final certificate of occupancy for the Residential Mixed Income Project, Normandy/Twining shall convey the agreed upon portion of the lot immediately upon its receipt of notice from the City identifying a transferee (which transferee may be the City) selected by the City to receive such portion of the lot. The conveyance shall be made by Normandy/Twining in a form and subject to such conditions as the City and Normandy/Twining may reasonably agree. The commitments made by Normandy/Twining in this Paragraph B shall be conditioned upon (i) the ability of Normandy/Twining to retain ownership of the rear portion of the lot for surface parking or other purposes, together with reasonable access thereto and (ii) receipt of a Special Permit or other required zoning relief permitting the reduction of parking required for Normandy/Twining's Residential Mixed Income Project.

C. Retail Advisory Committee. In order to ensure that the adjacent neighborhoods are involved in evaluating the types of retailers for the retail space to be constructed by Normandy/Twining within the Subdistrict, Normandy/Twining will establish an advisory committee to provide input on the selection of these retailers as well as seek input on the programming of the seasonal public market as required by the Petition. The advisory committee shall meet not less than once annually for a period of 10 years. The advisory committee shall include representatives from the Community Development Department, adjacent neighborhoods and representatives from Normandy/Twining. To effectuate a vibrant community-based Retail Plan that is reflective of the economic and cultural diversity of the Central Square neighborhood, Normandy/Twining shall submit any Retail Plan required by the Petition to the advisory committee three (3) months prior to the substantial completion of the Residential Mixed Income Project, provided that such plan may be updated by Normandy/Twining from time to time.

D. Micro-Housing and Limitations on Residential Parking Permits. Normandy/Twining agrees that it shall include a minimum of eight percent (8%) of the units included in the Residential Mixed Income Project as residential micro-housing units measuring between 350 and 550 square feet in size and that such units will include in leasehold agreements (or other equivalent occupancy agreements) a covenant by the tenant that such tenant shall not apply to the City of Cambridge Traffic, Parking & Transportation Department for a Residential Parking Permit.

Conditions to Normandy/Twining's Commitments

Normandy/Twining's commitments set forth above are offered if the following conditions (the "Conditions") are met:

1. The amendments to the Cambridge Zoning Ordinance set forth in Attachment A are duly adopted in the form attached hereto as Attachment A, and no challenge to the validity of

the same shall have been made (or in the event of any challenge, such challenge shall have been finally resolved in favor of such validity).

2. With regard to any outstanding commitments, to the extent applied for by Normandy/Twining, Normandy/Twining shall have received such Special Permits and zoning relief, including without limitation Article 19 Special Permits, from the City of Cambridge Planning Board, and such other permits and approvals as may be necessary to allow for the build-out of a Residential Mixed Income Project as contemplated by the Petition.

In addition to meeting the requirements and conditions of any required permits for the construction of a Residential Mixed Income Project, Normandy/Twining is making these commitments and providing the other mitigation referenced above to the City in order to mitigate any impacts which might result from the construction of a Residential Mixed Income Project as a result of the rezoning, any special permit issued pursuant thereto and the issuance of a building permit.

Thank you.

[remainder of page intentionally left blank – signature page follows]

Sincerely,

TPM CSQ A, LLC



Stephen J. Cusma, Authorized Signatory

TPM CSQ B, LLC



Stephen J. Cusma, Authorized Signatory

Attachment A

[see attached]

The Cambridge Planning Board recommends SUBSTITUTION of the zoning text below for the text of the Normandy/Twining "Mass and Main" Zoning Petition and subsequent ADOPTION. The text in this document incorporates changes submitted to the Board by the Petitioner dated April 23, 2015, along with changes recommended by the Planning Board on April 28, 2015 (see attached recommendation).

20.307 Mass and Main Residential Mixed Income Subdistrict

20.307.1 Establishment and Scope.

There is hereby established within the Central Square Overlay District (and including the rear portions of certain split lots that are partially located with the Central Square Overlay District), the Mass and Main Residential Mixed Income Subdistrict which shall be governed by the regulations and procedures specified in this Section 20.307. These regulations are intended to provide incentives for residential development and provide a transition between the character, uses and scale of Kendall Square, as well as the adjacent Cambridgeport Revitalization Development District, and provide a transition to the abutting residential districts behind Bishop Allen Drive. The subdistrict is within the City's Central Square (C2) Study area and adoption of this Section 20.307 follows extensive planning efforts to encourage residential and ground-floor retail uses and transit-oriented development. The Central Square Study expands on past zoning changes in industrial and commercial zones to encourage housing by offering greater density to incentivize the creation of buffer zones for existing residential neighborhoods adjacent to Central Square. The Mass and Main Residential Mixed Income Subdistrict will also enable the City to respond to the 2014 Central Square Customer Survey by supporting vibrant ground-floor retail and active retail uses at this key intersection in Central Square, adjacent to mass transit. It is the intent of this Section that these regulations will apply to a single area located at the intersection of Main Street and Massachusetts Avenue and bounded and described in Section 20.307.2 below. The Mass and Main Residential Mixed Income Subdistrict will further the objectives of the Central Square Study findings and other planning studies completed by the City for the Central Square area by encouraging housing and requiring both low- and moderate-income affordable housing in amounts above those required by the City's inclusionary housing requirements in Section 11.200.

20.307.2 Boundaries of the District.

The Mass and Main Residential Mixed Income Subdistrict shall be bounded as shown on Map 20.307 and shall include two zones: the Mass Ave Residential Zone and the Bishop Allen Drive Residential Support Zone. The Mass and Main Residential Mixed Income Subdistrict includes lots located within the Business B and Business A base zoning districts, with portions of some lots located within the Residence C-1 district (and not included in the Central Square Overlay District) included in this subdistrict for purposes of clarity with respect to the treatment of these split lots.

The Mass Ave Residential Zone consists of the Mass Ave Height Area and the Columbia/Douglass Street Height Area and affects lots or portions of lots as shown on:

Mass Ave Height Area

Assessors Plat #4772 and Map 91, Lot 190,
Assessors Plat #4776 and Map 91, Lot 195 (the portion of such lot containing Coolidge Place),
Assessors Plat #4759 and Map 91, Lot 111,
Assessors Plat #4752 and Map 91, Lot 102 (portion),
Assessors Plat #4777 and Map 91, Lot 199 (portion), and
Assessors Plat #4715 and Map 91, Lot 53.

The Cambridge Planning Board recommends SUBSTITUTION of the zoning text below for the text of the Normandy/Twining "Mass and Main" Zoning Petition and subsequent ADOPTION. The text in this document incorporates changes submitted to the Board by the Petitioner dated April 23, 2015, along with changes recommended by the Planning Board on April 28, 2015 (see attached recommendation).

Columbia/Douglass Street Height Area
Assessors Plat #4773 and Map 91, Lot 191,
Assessors Plat #4714 and Map 91, Lot 52,
Assessors Plat #4777 and Map 91, Lot 199 (portion),
Assessors Plat #4758 and Map 91, Lot 108,
Assessors Plat #4767 and Map 91, Lot 180,
Assessors Plat #4768 and Map 91, Lot 181,
Assessors Plat #4775 and Map 91, Lot 194,
Assessors Plat #4752 and Map 91, Lot 102 (portion), and
Assessors Plat #4774 and Map 91, Lot 192.

The Bishop Allen Drive Residential Support Zone affects lots or portions of lots as shown on:

Assessors Plat #4750 and Map, 91, Lot 98,
Assessors Plat #4751 and Map 91, Lot 99,
Assessors Plat #4732 and Map 91, Lot 81,
Assessors Plat #4763 and Map 91, Lot 119, and
Assessors Plat #4710 and Map 91, Lot 23.

20.307.3 Applicability.

Except as otherwise noted herein, the provisions of this Section 20.307 shall apply to both zones within the subdistrict.

For developers electing to conform to the provisions of this Section 20.307, any such project shall be referred to herein as a "Residential Mixed Income Project" and, notwithstanding any other provisions of the Ordinance, the use, dimensional, open space, parking, loading and inclusionary housing requirements applicable to a Residential Mixed Income Project shall be as set forth in this Section 20.307. Divergence from the standards established in this Section may be allowed only by issuance of a Special Permit by the Planning Board as specifically allowed pursuant to applicable special permit provisions set forth elsewhere in the Ordinance, including the provisions of Section 10.40. Further, the Planning Board may grant any applicable special permit for a Residential Mixed Income Project that would ordinarily be granted by the Board of Zoning Appeal. The Board may grant such a special permit upon its determination that the development proposed will better serve the objectives of this Section 20.307 and that the criteria specified in Section 10.43 specific and all other criteria applicable to the special permit will be satisfied. A Residential Mixed Income Project may contain more than one building constructed as part of a common scheme of development or phased development program.

20.307.4 Review Process.

Projects in the Mass and Main Residential Mixed Income Subdistrict shall be subject to the development review procedures set forth in Article 19.000 and Section 20.304.1.

20.307.5 Use Regulations.

The Cambridge Planning Board recommends SUBSTITUTION of the zoning text below for the text of the Normandy/Twining "Mass and Main" Zoning Petition and subsequent ADOPTION. The text in this document incorporates changes submitted to the Board by the Petitioner dated April 23, 2015, along with changes recommended by the Planning Board on April 28, 2015 (see attached recommendation).

Use regulations of the applicable base zoning designation shall apply to each lot within the Mass and Main Residential Mixed Income Subdistrict, except that Carsharing Spaces provided pursuant to Section 20.307.7 below shall be deemed to be a permitted use. Notwithstanding anything to the contrary contained in the Ordinance, in addition to the uses permitted in the applicable base district, lots within the Mass and Main Residential Mixed Income Subdistrict may be used as accessory parking for any other lot within the subdistrict, subject to the requirements set forth in Section 20.307.7 below.

20.307.6 Dimensional Standards.

20.307.6.1 Floor Area Ratio. The maximum floor area ratio permitted in the Mass and Main Residential Mixed Income Subdistrict shall be the same as permitted in the applicable base zoning district, except that the maximum floor area ratio applicable to Residential Mixed Income Projects within the Mass Ave Residential Zone shall be 6.5, provided that no increases in development otherwise permitted under this Zoning Ordinance shall cause the FAR on a lot to exceed 6.5, and further subject to compliance with the affordability and unit mix requirements set forth in Section 20.307.8 below. Additionally, notwithstanding anything to the contrary contained in this Zoning Ordinance, the floor area ratio applicable to residential uses shall apply to and include any retail space included within a Residential Mixed Income Project, subject to the exemption for retail spaces less than 1,500 square feet set forth in Section 20.307.9.6 below, such that the provisions of Section 5.30.12 shall not be applicable to Residential Mixed Income Projects within the Mass and Main Residential Mixed Income Subdistrict (i.e. the same floor area ratio will apply to both residential and retail space within a Residential Mixed Income Project).

20.307.6.2 Maximum Height. The maximum height permitted in the Mass and Main Residential Mixed Income Subdistrict shall be the same as permitted in the applicable base zoning district, except as follows:

- a. Within the area shown as the "Mass Ave Height Area" on Map 20.307, building heights up to 195 feet shall be permitted for a Residential Mixed Income Project, provided that only one building within such zone may exceed 80 feet and provided further that buildings in a Residential Mixed Income Project will be restricted to a floor plate size of 10,000 square feet above 80 feet in height.
- b. Within the area shown as the "Columbia/Douglass Street Height Area" on Map 20.307, building heights up to 70 feet shall be permitted for a Residential Mixed Income Project.

20.307.6.3 Minimum Yards. Minimum yard requirements in the Mass and Main Residential Mixed Income Subdistrict shall be the same as required in the applicable base zoning district; however, notwithstanding any other provisions in the Ordinance, including without limitation the provisions of Section 5.28.1(c) (which applies the dimensional standards of a Residence C-3 district to dwellings in a Business B district), the minimum yard requirements for non-residential uses in the Business B zoning district shall apply to all Residential Mixed Income Projects within the Business B district.

20.307.6.4 Private Open Space. Open space requirements in the Mass and Main Residential Mixed Income Subdistrict shall be the same as required in the applicable base zoning district, including without limitation the provisions of Section 5.28.1(c) (which applies the dimensional standards of a

The Cambridge Planning Board recommends SUBSTITUTION of the zoning text below for the text of the Normandy/Twining "Mass and Main" Zoning Petition and subsequent ADOPTION. The text in this document incorporates changes submitted to the Board by the Petitioner dated April 23, 2015, along with changes recommended by the Planning Board on April 28, 2015 (see attached recommendation).

Residence C-3 district to dwellings in a Business B district), except that the applicable Private Open Space requirement under Article 5.000 may be satisfied with any combination of Private Open Space and pedestrian amenities open to the public such as a pedestrian plaza or arcade.

20.307.7 Required Parking.

Required parking and loading in the Mass and Main Residential Mixed Income Subdistrict shall be as required in the applicable base zoning district, except as follows:

- a. The minimum required parking for Residential Mixed Income Projects shall be 0.5 parking spaces per residential unit and shall be further subject to waiver/reduction in accordance with the provisions of Section 20.304.6 and Article 6.000. The maximum permitted parking for Residential Mixed Income Projects shall be 0.75 parking spaces per residential unit.
- b. No separate off-street parking shall be required for ground-floor retail uses in a Residential Mixed Income Project.
- c. Accessory off-street parking facilities for a Residential Mixed Income Project may be located on the same lot as the use being served or on another lot within the Central Square Overlay District, in accordance with the following conditions:
 1. said other lot is contiguous to the lot on which the use being served is located; or
 2. said other lot is within four hundred (400) feet of the lot on which the use being served is located.
- d. A Residential Mixed Income Project shall provide, at a minimum, one (1) parking space for every 100 residential units that shall be dedicated for use by a carsharing organization (such as ZipCar or other similar program) (each such parking space will be referred to herein as a "Carsharing Space"). Each Carsharing Space within a Residential Mixed Income Project shall allow the required number of residential parking spaces to be reduced by five (5) spaces, but in no event may there be a total reduction of more than 0.17 spaces per dwelling unit resulting from the application of this Paragraph (d).
- e. Loading bays, drives, and a maneuvering space for a Residential Mixed Income Project may be located entirely on the lot or adjacent easement areas with immediate and direct ingress to the building intended to be served.
- f. Any tandem parking spaces for two vehicles shall count as two parking spaces within the Mass and Main Residential Mixed Income Subdistrict if such spaces are accessory to a Residential Mixed Income Project, provided that such tandem parking spaces may not account for more than twenty-five percent (25%) of the required parking.
- g. For purposes of Section 6.104.1, the applicable distance for Long-Term Bicycle Parking shall be measured from the lot line of the lot on which the Long-Term Bicycle Parking is located to the lot line of the lot on which the building or project intended to be served is located.

20.307.8 Affordable Housing and Unit Mix Requirements for Residential Mixed Income Projects

20.307.8.1 Additional Inclusionary Housing Requirements. The provisions of Section 11.200 in effect as of the date of adoption of this Section 20.307 shall apply to a Residential Mixed Income Project. However, notwithstanding anything in Section 11.200, the FAR of a Residential Mixed Income Project

The Cambridge Planning Board recommends SUBSTITUTION of the zoning text below for the text of the Normandy/Twining "Mass and Main" Zoning Petition and subsequent ADOPTION. The text in this document incorporates changes submitted to the Board by the Petitioner dated April 23, 2015, along with changes recommended by the Planning Board on April 28, 2015 (see attached recommendation).

shall not exceed 6.5. Additionally, a Residential Mixed Income Project shall be subject to the following requirements that may exceed the requirements of Section 11.200:

- a. A minimum of seventeen percent (17%) of the total number of units in a Residential Mixed Income Project shall be Affordable Units for low and moderate income households meeting the requirements of Section 11.200 for such Affordable Units.
- b. A minimum of three percent (3%) of the total number of units in a Residential Mixed Income Project shall be Middle Income Units as defined in Section 20.307.8.2 below.
- c. A minimum of ten percent (10%) of the total number of units in a Residential Mixed Income Project shall be 3-bedroom units.

20.307.8.2 Definitions. For purposes of this Section 20.307.8, the following definitions shall apply:

"Middle Income Unit" shall mean a unit for which the rent (including utilities) does not exceed thirty (30) percent of the income of the renting household or for which the mortgage payment (including insurance, utilities and real estate taxes) does not exceed thirty (30) percent of the income of the purchasing household or other standards as may be established pursuant to any city, state or federal housing program designed to assist middle income households, for which the applicable eligible household shall be an Eligible Middle Income Household.

"Eligible Middle Income Household" shall mean any household whose total income does not exceed one hundred twenty percent (120%) of the median income of households in the Boston Standard Metropolitan Statistical Area adjusted for family size, or such other equivalent income standard as may be determined by the Board of Trustees of the Affordable housing Trust as defined in Section 11.201.

In no event shall the combined total number of Affordable Units for low and moderate income households together with the Middle Income Units required in Section 20.307.8.1 above be fewer than twenty percent (20%) of the total number of units in a Residential Mixed Income Project.

20.307.9 Local Retail and Street Activation.

In order to effectuate the goals of promoting a vibrant retail environment and street-level activation, any proposed development within the Mass Ave Residential Zone with building frontage along Massachusetts Avenue or Main Street shall include a plan (the "Retail Plan") for encouraging local, independent retail and active street-level uses meeting the requirements of this Section 20.307.9, which Retail Plan shall be submitted for review and approval by the Community Development Department prior to the issuance of a Certificate of Occupancy for a Residential Mixed Income Project. The owner shall use commercially reasonable efforts to ensure that the Retail Plan for any Residential Mixed Income Project meets the goals of this Section 20.307.9 and, taken in its entirety, is reflective of the economic and cultural diversity of the Central Square neighborhood.

20.307.9.1 No banks or financial institutions shall be permitted on the ground floor level within the Mass Ave Residential Zone.

The Cambridge Planning Board recommends SUBSTITUTION of the zoning text below for the text of the Normandy/Twining “Mass and Main” Zoning Petition and subsequent ADOPTION. The text in this document incorporates changes submitted to the Board by the Petitioner dated April 23, 2015, along with changes recommended by the Planning Board on April 28, 2015 (see attached recommendation).

20.307.9.2 The ground floor space in any such building frontage along Massachusetts Avenue or Main Street and extending 30 feet into such building (the “Building Frontage”) shall be devoted to retail uses, except for spaces required for accessory uses and other building functions serving the other floors of such building which are typically located at the ground level, including without limitation lobby space, building security, access/egress, mailrooms, mechanical spaces and bicycle parking, which spaces shall be limited to thirty percent (30%) of the total Building Frontage.

20.307.9.3 A minimum of 25% of the retail space required pursuant to Section 20.307.9.2 above shall consist of Independent and Local Retailers. “Independent and Local Retailers” shall include any retail operator which does not own or operate more than 10 retail locations in the Commonwealth of Massachusetts with the same name and retail concept, such determination to be made as of the date of execution of a lease or commencement of ownership of or other right to occupy such retail space.

20.307.9.4 The Retail Plan shall include a proposal for a seasonal public market concept/space (the “Public Market”).

20.307.9.5 Retail spaces of 1,500 square feet or less in a Residential Mixed Income Project shall be excluded from the calculation of floor area ratio.

20.307.10 Grandfathered Parking Structures Within the Bishop Allen Drive Residential Support Zone.

Notwithstanding the provisions of Article 8.000, any nonconforming parking structure located in whole or in part within the Bishop Allen Drive Residential Support Zone and which existed at the time of adoption of this Section 20.307 may be continued, provided that it primarily serves a use permitted in the Mass and Main Residential Mixed Income Subdistrict.

20.307.11 Sustainable Design Requirements for Residential Mixed Income Projects.

Residential Mixed Income Projects in the Mass and Main Residential Mixed Income Subdistrict shall comply with the provisions of Section 22.20 of the Ordinance, provided, however, that any new construction that is part of a Residential Mixed Income Project shall be designed to a minimum standard of LEED Gold. In connection with the submission requirements of Section 22.24.2.a., the developer of such buildings shall submit a Statement of Energy Design Intent produced through the EnergyStar Target Finder tool, or comparable method.

20.307.12 Design Guidelines Applicable to Residential Mixed Income Projects.

In reviewing any Residential Mixed Income Project subject to a Project Review Special Permit under Article 19.000, the Planning Board shall look to the Central Square Design Guidelines dated February 2013 (updated May 2013) for guidance and direction in assessing the project’s conformance with the applicable project review criteria set forth in this Ordinance, provided that in the event of any conflict between such Design Guidelines and this Ordinance, the provisions of this Ordinance shall govern. For a Residential Mixed Income Project proposing a building height exceeding those contemplated in the Central Square Design Guidelines, the Planning Board shall give consideration to the following supplemental guidelines:

The Cambridge Planning Board recommends SUBSTITUTION of the zoning text below for the text of the Normandy/Twining “Mass and Main” Zoning Petition and subsequent ADOPTION. The text in this document incorporates changes submitted to the Board by the Petitioner dated April 23, 2015, along with changes recommended by the Planning Board on April 28, 2015 (see attached recommendation).

- a. Consider the variety of vantage points from which tall buildings will be seen, especially from significant public spaces and nearby low-scale residential neighborhoods, as well as city skyline views.
- b. Tall buildings should be articulated to avoid a monolithic appearance, and should emphasize slender, vertically-oriented proportions.
- c. Avoid broad “slab” volumes that make the building appear bulky and visually dominant. Point towers expressing vertical volumes are preferred.
- d. Locate and shape tower elements to minimize shadows on existing or proposed public open space and streets.
- e. Configure towers to maximize sky views from public open space and enhance visual connections through sites.
- f. Consider variation in forms that present different profiles to different vantage points.
- g. If appropriate, step down tall buildings where they interface with adjoining historic buildings.
- h. Minimize impacts on the environmental performance and amenity of adjoining residential buildings.
- i. Consider the appearance of the building top both by day and night, while demonstrating responsible use of lighting and energy consistent with sustainability requirements.
- j. Design buildings to minimize negative wind impacts on streets and public spaces.

Map 20.307

Mass and Main Residential Mixed Income Subdistrict

[see attached]

Map 20.800
Mass and Main Residential Mixed Income Subdistrict

**BISHOP ALLEN DRIVE
RESIDENTIAL
SUPPORT ZONE**

COLUMBIA / DOUGLASS STREET HEIGHT AREA

**MASS AVE
HEIGHT AREA**

**MASS AVE
RESIDENTIAL ZONE**

CLEMENT G.
MORGAN PARK

SCHOOL ST

NORFOLK ST

DOUGLASS ST

COLUMBIA ST

MAIN ST

SIDNEY ST

LAFAYETTE SQUARE

CENTRAL SQUARE
STATION

MASSACHUSETTS AVE

SIDNEY ST

Attachment B



ORDINANCE NUMBER 1372

Final Publication Number 3380. First Publication in the Chronicle on October 1, 2015.

City of Cambridge

In the Year Two Thousand and Fifteen

AN ORDINANCE

In amendment to the Ordinance entitled “Zoning Ordinances of the City of Cambridge”

Be it ordained by the City Council of the City of Cambridge that the Zoning Ordinances of the City of Cambridge be amended as follows:

1. Rezone the area along Walden Street near the intersection of Garden Street and extending through the intersection of Sherman Street currently zoned Business A to newly created zoning district entitled Business A-4.
2. In Article 4.000 of the Zoning Ordinance, Section 4.31 “Table of Use Regulations,” add the words "Bus A-4" beneath the words “Bus A” in the seventh column heading.
3. In Article 5.000 of the Zoning Ordinance, Section 5.33 “Business Districts,” Paragraph 1, after the line with row heading “Bus. A-3” insert a new line with row heading “Bus. A-4” in Table 5-3 and contents as set forth below.

District Column: “Bus. A-4”

Column (1) Max. Ratio of Floor Area to Lot Area: “1.0 with superscript (“p”) /1.75” with superscript “(p)”

Column (2) Minimum Lot Size in Sq. Ft.: “5,000”

Column (3) Min. Lot Area for East D.U. in Sq. Ft.: “600”

Column (4) Minimum Lot Width in Feet: “50”

Column (5) Minimum Yard in Feet; Front: “H+L/4” with superscript “(p)”

Column (5) Minimum Yard in Feet; Side: “H+L/5” with superscript “(p)”

Column (5) Minimum Yard in Feet; Rear: “H+L/5” with superscript “(p)”

Column (6) Maximum Height in Feet: “35” with superscript “(p)”

Column (7) Min. Ratio of Private Op. Sp. to Lot Area: “none”

4. In Article 5.000 of the Zoning Ordinance, Section 5.33 “Business Districts,” Paragraph 2, insert a new footnote (p) as set forth below.
 - (p) For development in which all parking is provided entirely below grade, the following dimensional modifications shall be allowed:
 - (i) FAR may be increased to 2.0.
 - (ii) Front, Side and Rear yard requirements shall be modified to a minimum of ten (10) feet. Sites with two front yards that have a radiused front yard where two streets intersect may be considered as if the adjoining property lines are projected to intersect. Projecting bays and roof decks which are located on portions of a building below thirty-five (35) feet in height shall be eligible for the setback exception allowed in Section 5.24.2 even if the structure itself is greater than 35 feet in height.
 - (iii) Building height for a residential or mixed-use structure may be increased to a maximum of forty-four (44) feet provided that parking is located entirely below grade. However, for any portion of a structure that abuts a lot in a residential district, the height of the building shall not exceed thirty-five (35) feet within fifteen (15) feet of the lot line.
5. In Article 6.000 of the Zoning Ordinance, Section 6.36 “Schedule of Parking and Loading Requirements,” add the words “Bus A-4” within the third column along with the current districts listed: “Res C, C-1, C-1A, Off 1, Bus A (Comm), Bus A-1, A-2, Bus A-3¹⁴, Ind A-1, Ind B-2, Ind C”
6. In Article 19.000 of the Zoning Ordinance, Section 19.46 “Areas of Special Planning Concern,” add the words “and Business A-4” to read as follows:

19.46 Areas of Special Planning Concern. The following zoning districts shall be considered Areas of Special Planning Concern: Business A-1 and Business A-2 and Business A-4 Districts, the Parkway Overlay District, the Kirkland Place Overlay District, the Harvard Square Overlay District, the Central Square Overlay District, The Cambridgeport Revitalization Development District, the Massachusetts Avenue Overlay District, Special District 12, Special District 13, Special District 14 and the Memorial Drive Overlay District, Prospect Street Overlay District and the Alewife Overlay Districts.
7. In Article 19.000 of the Zoning Ordinance, Subsection 19.43.3, Paragraph (1), add Subparagraph (a) “Additional Criteria in Business A-4 District” to read as follows:

19.43.4 Review Criteria and Required Findings of the Large Project Review Procedure. In reviewing each application, the Community Development Department shall:

 - (1) Evaluate the proposal for general compliance with zoning requirements, for consistency with City development guidelines prepared for the proposal area, for appropriateness in terms of other planned or programmed public or private development activities in the vicinity and for

consistency with the Citywide Urban Design Objectives set forth in Section 19.30. The Department shall consider the proposal in terms of the specific and general impact of the use and/or dimensions proposed therein on the area of special planning concern and on adjacent neighborhoods and shall further take account of the following considerations: scale, bulk, density, aesthetic qualities, land use, traffic impacts and other functional characteristics; parking and loading; and impact on public services and facilities.

(a) Additional Criteria in Business A-4 District. Ground Floor Retail uses of less than 2,000 square feet which will serve as an amenity for the surrounding residential neighborhood should be included in any building greater than 20,000 square feet.

(2) Make recommendations in a written report to the applicant including general approval or disapproval of the proposal and in connection therewith may suggest specific project adjustments and alterations to further the purposes of this Ordinance.

8. In Article 19.000 of the Zoning Ordinance, add a new section 19.44 to read as follows:

19.44

The Memorandum of Understanding (“MOU”) dated October 5, 2015, signed by Eric Hoagland on behalf of Observatory Hill Apartments, LLC (the “LLC”), acting on behalf of the LLC as developer of the proposed development at 253 Walden Street, identified as Map 272, Lot 17 in the records of the City of Cambridge (the “Project”), and the Neighborhood Review Committee (“NRC”), consisting of residents of the surrounding community, is incorporated by reference hereto and shall be binding upon the Project as set forth in the MOU. The issuance of any building permit or certificate of occupancy for the Project shall be conditioned upon certification by the Commissioner of Inspectional Services that the Project is in compliance with all provisions of the aforementioned MOU.

In City Council October 19, 2015.

Passed to be ordained as amended by a yeas and nays vote:-

Yeas 9; Nays 0; Absent 0.

Attest:- Donna P. Lopez, City Clerk.

A true copy;

ATTEST:-

Donna P. Lopez
City Clerk

Letter to Cambridge City Council from the developer of the project at 253 Walden St.
~~253 Walden St~~ -05 October 2015

Dear Cambridge City Councilors:

This letter will serve as a Memorandum of Understanding (MOU) and confirms the understandings with respect to the proposed development at 253 Walden Street (the "Project") that have been agreed to by Eric Hoagland ("Hoagland"), Manager of Observatory Hill Apartments, LLC (the "LLC"), acting on behalf of the LLC as developer of the Project, and the Neighborhood Review Committee ("NRC"), consisting of residents of the surrounding community as enumerated below. This MOU, which Hoagland and the NRC enter into shall be a matter of public record, is intended to be binding.

1. **Design of Project.** The design shall be as shown in the so-called Scheme A that was presented to the community meeting on 12 May 2015 and shown on the attached Exhibit A, which is hereby incorporated by reference. All future plans, construction and related documents filed with the city related to this project shall be consistent with this MOU.

In conformance with Scheme A and further in accordance with the agreement of Hoagland and the NRC, the design is to include the following major features:

- Floor Area Ratio of not more than 2.0 prior to application of the City's Inclusionary Housing requirement. In no case will the building exceed 36,000 sf of Gross Floor Area, that figure including the 30% density bonus provided per the regulations of Article 11 Section 200 of the Zoning Ordinance.
- Unit count of not more than 26/27.
- All parking for this project shall be fully underground in a parking garage.
- One parking space per dwelling unit. Leases for each apartment shall include a parking space for the exclusive use of the Lessee(s), with a prohibition against sub-letting or otherwise assigning the parking space, except for occasional, non-regular use by visitors or guests. Notwithstanding the foregoing, if a lessee does not own or lease a motor vehicle and a parking space is unused then Hoagland shall be able to lease a second space to a tenant in the building. If the apartments are converted to and sold as condominium units in the future, each parking space will be deeded to each condominium and the master deed will prohibit the separate sale or transfer of parking spaces separate from residential units.
- Four stories not to exceed the agreed height of 40'8" to the roof-line break (per mansard design) as commonly measured and designated in the Exhibit A plan, but allowing a theoretical limitation of not more than 44' to the roof-line break (per mansard design) to accommodate potential calculated-height variations

derived using differing formulas or interpretations. Notwithstanding the 44' theoretical allowance, the physical building height will be per Exhibit A.

- Mansard step back is 2-ft on all sides, except at the street corner brick structure, where the set back is zero.
- The side setbacks shall be no less than 10' as shown in the Exhibit A drawings. The side set back shall increase in dimension per Exhibit A on the north side of the project along the Sherman Street frontage.

- Range of units from studios to duplex street accessible townhouses to three-bedroom flats.
- Setbacks to Property Line as shown in the attached Exhibit A.
- Retail space of approx. 1,600-SF at ground floor and outdoor patio space, to be fit out during construction for use as a café or comparable food service establishment. Fit out shall include systems infrastructure to accept future tenant commercial kitchen equipment such as a grease trap and exhaust ventilation with requisite vertical shaft to a roof top fan to enable onsite food preparation in retail space. Hoagland will use best efforts to lease the retail space to a café or comparable food service establishment.
- Heating Ventilating and Air Conditioning equipment required by the project shall be located in an unobtrusive location so as to not be visible from abutters at ground level. Noise from this equipment shall be mitigated and minimized. The City of Cambridge Noise Ordinance shall be considered a minimum basis of design.

2. Materials. Exterior materials are described in Exhibit A and below and will be shown on the material sample board prior to receiving a building permit, showing all exterior materials to be used and to be approved by the City, attached hereto as Exhibit B and incorporated herein by reference. Changes to materials shall require approval of the NRC. These include:

- Full size brick at corner structure
- Pre-primed and pre-painted fiber-cement clapboard
- Painted trim and cornice to consist of cellular PVC equivalent with no exposed fasteners.
- Signboard and associated storefront detailing, most likely pre-painted metal, to be determined after consultation with and subject to the approval of the NRC.
- Aluminum or vinyl windows with dimensional trim and muntins as shown for residential units.
- Retail storefront to be typical storefront aluminum frame and glazing system.

- Mansard face to be either pre-formed metal or appearance similar to metal from “Sarnafil” membrane system:
(http://usa.sarnafil.sika.com/content/dam/USA/Sarnafil/01_General/Other_Documents/Decor_Roof_Systems_Brochure_05_12.pdf)
- Upper mansard is a standard membrane roof to match in appearance lower mansard roof.
- Balcony railings to be metal.

3. Construction Process. Hoagland agrees to conform to the requirements of Section 18.20 of the Cambridge Zoning Ordinance and submit a Construction Management Plan to Inspectional Services Department prior to the issuance of a building permit. Prior to submitting the Plan, Hoagland shall provide a copy to NRC for their review and comment. The CM Plan shall indicate:

- Contact construction person with phone number.
- Temporary sidewalk encroachments and measures taken to allow pedestrian movement.
- Truck access location.
- Contractor employee and subs parking locations.
- Hours of construction.
- Site securing measures.
- Rodent control measures.
- Temporary signage.

Prior to the completion and the submission of any building permit applications to the city, Hoagland shall submit such permit drawings to the NRC in a timely manner that allows the NRC to review the drawings to ensure compliance with this MOU, including exhibits.

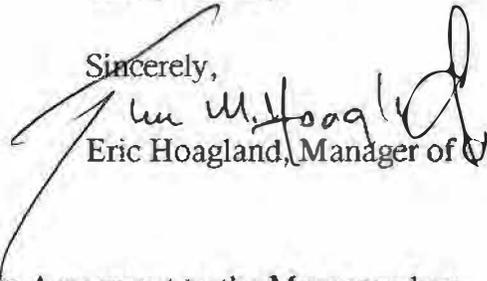
4. Support. Subject to the last paragraph of this Section, the NRC agrees to support the Zoning Petition filed by Councilor Cheung on June 15, 2015 including amendments mutually agreed upon between Hoagland and NRC.

Notwithstanding the foregoing, all obligations of the NRC under this Section 4 shall be subject to the following conditions: 1) compliance by Hoagland with the provisions of Section 3 above, and 2) the opportunity for the NRC to review any and all new Zoning Ordinance Amendments and applications of any kind prior to submission and to provide meaningful input as to their content to ensure compliance with the undertakings in this letter and, in the case of any new Zoning Amendments, to ensure that future construction in the zoning district is no denser and no larger than the Project.

5. Design Review The parties acknowledge that one of the proposed amendments to the Zoning Petition would subject Hoagland's project to the Large Project Review Procedure of Section 19.43.4. Notwithstanding any of the proposed filing and hearing deadlines set forth therein, Hoagland agrees that he shall submit a complete set of drawings to the NRC thirty days prior to the required Design Review hearing and shall meet with the NRC, if they so request, at least ten (10) days prior to the afore-mentioned hearing.

6. Ongoing Resolution The NRC acknowledges that the review process in which they have participated to date with Hoagland has been productive and marked by good faith on both sides and wishes to continue in that spirit. Toward that end, the NRC will act in good faith in connection with the approvals to be given by it under this letter, taking into account the basis stated by Hoagland for any departure from the undertakings contained in this letter, and shall not withhold any approvals arbitrarily or capriciously.

Sincerely,



Eric Hoagland, Manager of Observatory Hill Apartments, LLC

In Agreement to the Memorandum

Reviewed and approved by the undersigned Neighborhood Review Committee



Heddi Siebel

Heddi Siebel 41 Stearns

Name and Address

Andy Zucker



Ruth Allen

Ruth Allen 48 Fenno St.


Steve Bardige

Steve Bardige, 55 Stearns St,

Adam Mitchell

Alexander von Hoffman

James Mahoney

Virginia Coleman

BOSTON PROPERTIES LIMITED PARTNERSHIP
c/o Boston Properties, Inc.
800 Boylston Street, Suite 1900
Boston, Massachusetts 02199

December 21, 2015

Mayor David Maher
Vice Mayor Dennis Benzan
City Councilor Dennis Carlone
City Councilor Leland Cheung
City Councilor Craig Kelley
City Councilor Nadeem Mazen
City Councilor Marc McGovern
City Councilor Denise Simmons
City Councilor Timothy Toomey
Cambridge City Hall
795 Massachusetts Avenue
Cambridge, Massachusetts 02139

Re: Commitment regarding Housing

Dear Mayor Maher, Vice Mayor Benzan and Councilors Carlone, Cheung, Kelley, Mazen, McGovern, Simmons and Toomey:

The purpose of this letter is to confirm that Boston Properties Limited Partnership (“Boston Properties”) commits that a minimum of twenty percent (20%) of the Infill GFA (as that term is defined in Section 14.32.2 of the Petition of the Cambridge Redevelopment Authority to amend Article 14 of the Cambridge Zoning Ordinance) utilized by Boston Properties for multi-family residential development shall be devoted to home ownership units, which home ownership units shall be subject to the Middle Income Housing Requirements contained in Section 14.35 of the Petition and the Affordable Housing Requirements contained in Section 14.36 of the Petition; however, in no event shall the total number of affordable and middle income housing units be fewer than the total number of such units required by the Zoning Ordinance as amended by the Petition.

As Boston Properties' duly authorized representative, I am pleased to make this commitment on Boston Properties' behalf.

Sincerely,

BOSTON PROPERTIES LIMITED
PARTNERSHIP

By: Boston Properties, Inc., its general partner

By: 

Name: Michael A. Cantalupa

Title: Senior Vice President, Development

ORDINANCE NUMBER 1382

Final Publication Number 3403. First Publication in the Chronicle on April 7, 2016.

City of Cambridge

In the Year Two Thousand and Sixteen

AN ORDINANCE

In amendment to the Ordinance entitled “Zoning Ordinances of the City of Cambridge”

Be it ordained by the City Council of the City of Cambridge that the Zoning Ordinances of the City of Cambridge be amended as follows:

Amend the zoning map and ordinance by adoption of the following:

1. Amend the Zoning Map to create an additional Medical Marijuana Overlay District (MMD-3) coterminous with the BB-2 base zoning district boundaries.
2. Add a new section 20.705.1 to include additional planning board special permit criteria applicable to the proposed MMD-3.

20.705.1 Additional Special Permit Criteria for MMD-3: In granting a special permit for a Registered Marijuana Dispensary in the MMD-3 the Planning Board shall find that the criteria in 20.705 are met as well as the criteria in 20.705.1

- (a) Use Limitations: The RMD facility shall be retail only with no cultivation activities on site.
- (b) Siting: The RMD facility must be located either below grade or above the street level at the second story or above and be appropriately shielded from the public view.
- (c) Size: The RMD facility size shall be less than 10,000 square feet and at least 70% of the square footage shall be used for patient services and the remainder shall be devoted to administrative support, storage and security.
- (d) Access to Public transit: Areas with access to pedestrian and public transportation would be preferred.

The Petition was passed to be ordained as amended incorporating the Letter of Commitment dated April 20, 2016 including Attachment “A” to said Letter of Commitment by Sage Cannabis, Inc., shall be

incorporated by reference into the Zoning Ordinance and shall be binding upon Sage Cannabis, Inc., its successors and assigns.

In City Council April 25, 2016.

Passed to be ordained as amended by a yeas and nays vote:-

Yeas 8; Nays 0; Absent 1; Present 0.

Attest:- Donna P. Lopez, City Clerk.

A true copy;

ATTEST:-

Donna P. Lopez
City Clerk



Michael Dundas
Chief Executive Officer
Sage Cannabis, Inc.
13 Commercial Way
Milford, MA 01757

Cambridge City Council
City of Cambridge, City Hall
795 Massachusetts Avenue
Cambridge, MA 02139

April 20, 2016

RE: Proposed Sage Cannabis, Inc., Letter of Commitment for Operation of Medical Marijuana Dispensary in MMD-3 District

Dear Mayor Simmons, Vice Mayor McGovern, Councilors Carlone, Cheung, Devereux, Kelley, Maher, Mazen, and Toomey:

As petitioner to amend the provisions of the Medical Marijuana Overlay district section 20.700 for the Cambridge Zoning Ordinance by creating an additional Medical Marijuana Overlay District (MMD-3) Sage Cannabis, Inc. hereby agrees that if the petition is passed, it will adhere to the commitments as articulated in the letter submitted by Councilor Kelley to the City Council dated April 4, 2016, and attached hereto as EXHIBIT A.

All the best,

A handwritten signature in blue ink, appearing to read "Michael Dundas", with a long horizontal flourish extending to the right.

Michael Dundas
Chief Executive Officer
Sage Cannabis, Inc.

April 4, 2016

RE: Proposed Sage Cannabis, Inc., Letter of Commitment for Operation of Medical Marijuana Dispensary in MMD-3 District

Dear Mayor Simmons, Vice Mayor McGovern, Councillors Carlone, Cheung, Devercux, Kelley, Maher, Mazen, and Toomey:

The purpose of this letter is to describe commitments and benefits which Sage Cannabis, Inc., is prepared to offer the City of Cambridge, to facilitate and enable Sage Cannabis to operate a medical marijuana dispensary in the proposed MMD-3 District, subject to the "Conditions" set forth below.

A. Sage Cannabis' Commitments

- 1) Prior to the initiation of operations at the facility, Sage Cannabis will develop a data collection and reporting program to provide the City of Cambridge with information specific to the operation of a medicinal marijuana dispensary facility in a dense urban environment, of genuine public interest, and which maintains the privacy of patients. Sage Cannabis further agrees to provide the details of its data collection program to the City for review.
- 2) The data collected by Sage Cannabis and reported to the City of Cambridge will include, but not be limited to, the following information:
 - i. The number of persons that visit Sage Cannabis per day, not to include employees, whether or not they are patients;
 - ii. The number of patients that are denied service during the reporting period;
 - iii. The patients' city of residence;
 - iv. A report of the times of the day patients visit the dispensary, averaged over the course of the reporting period; and
 - v. The patient's method of travel to the Sage Cannabis dispensary.
- 3) That such information, and any other information that the Public Health Department deems to be of genuine public interest, will be provided to the city for a period of three (3) years following the opening of operations, on a biannual schedule, in January and July.
- 4) For the first three (3) years of operation, Sage Cannabis will contribute \$25,000.00 annually to the City of Cambridge.

B. Conditions to Sage Cannabis' Commitment

For the purposes of clarification, Sage Cannabis commitments set forth above are offered if the following conditions (the "Conditions") are met:

Attachment: Sage Cannabis, Inc. letter of commitment (COF 2016 #20 : Sage Cannabis, Inc. letter of commitment)

- 1) The amendments to the Cambridge Zoning Ordinance set forth in the new MMD-3 District, Section 20.700 Medical Marijuana Overlay District (Attachment A) are duly adopted in the form attached hereto as Attachment A.
- 2) Sage Cannabis' application to operate a medical marijuana dispensary within the new MMD-3 District is granted by appropriate city departments.

In addition to requirements and conditions of any required permits for the project, Sage Cannabis, Inc., is making these payments to provide the city with resources should it become necessary to mitigate any impacts which might result from the dispensary which it will operate in MMD-3 District as a result of the rezoning and permitting of the dispensary. Should such impacts arise, these payments will enable the city to make appropriate steps to mitigate those impacts in the manner and at the times deemed most appropriate by the city.

Attachment: Sage Cannabis, Inc. letter of commitment (COF 2016 #20 : Sage Cannabis, Inc. letter of commitment)



October 23, 2017

Mayor E. Denise Simmons
Vice Mayor Marc C. McGovern
Ordinance Committee Co-Chair Dennis J. Carlone
Ordinance Committee Co-Chair Leland Cheung
City Councilor Craig A. Kelley
City Councilor Jan Devereux
City Councilor Timothy J. Toomey, Jr.
City Councilor Nadeem A. Mazen
City Councilor David P. Maher
Cambridge City Hall
795 Massachusetts Avenue
Cambridge, Massachusetts 02139

Re: Commitments and conditions accompanying the amended zoning petition (the “PUD-7 Zoning”) for PUD-7 District (the “PUD-7 District”) attached hereto as Attachment A

Dear Mayor Simmons, Vice Mayor McGovern, Ordinance Committee Co-Chairs Carlone and Cheung and Councilors Kelley, Devereux, Toomey, Mazen and Maher:

The purpose of this letter is to describe commitments and benefits which the Massachusetts Institute of Technology (“MIT”) is prepared to offer the City of Cambridge to facilitate and enable MIT to revitalize and redevelop the Volpe Transportation Center Site, excluding the parcel on which a new federal building will be constructed (the “Project”), through the construction of new mixed-use buildings, subject to the satisfaction of the “Conditions” set forth below.

Capitalized terms used, but not otherwise defined, herein shall have the meanings ascribed to them in Article 13.90 of the City of Cambridge Zoning Ordinance.

MIT’s Commitments

- A. Grand Junction Multi-Use Path.** Recognizing the importance of establishment of a multi-use path along the Grand Junction corridor, which corridor is identified in the Kendall Square Mobility Task Force Report dated August 2017 (the “Task Force Report”), to the City’s and region’s transportation network and mobility and in an effort to assist the City in its goals of reducing automobile traffic, MIT agrees that it shall, upon



the passage of the PUD-7 Zoning, commence work with the City of Cambridge and other stakeholders and agencies to advance the implementation of such a path. In keeping with the recommendations of the Task Force Report and the findings contained in the Grand Junction Community Path and MIT Property Feasibility Study (October 2014)(the "**2014 Study**"), and in order to assist the City in making a path over the Grand Junction corridor (the "**Grand Junction Path**") a reality, MIT agrees that:

- immediately following the adoption of the PUD-7 Zoning, MIT will work with the City to prepare and enter expeditiously into an agreement with the City that shall memorialize a commitment by MIT to convey to the City perpetual permanent easements or interests in fee, at the election of MIT, sufficient for the construction of the Grand Junction Path on all portions of the Grand Junction Path to be constructed on land owned and controlled by MIT (the "**MIT Property**"). The agreement memorializing MIT's commitment to convey such easements or fee interests to the City shall be (i) consistent with the 2014 Study, including identification of easement areas, (ii) on such terms and conditions as MIT and the City shall reasonably agree; and (iii) shall provide that MIT must convey all such easements and /or interests in fee to the City by no later than thirty (30) days after completion of the design of the Grand Junction Path;
- immediately following the adoption of the PUD-7 Zoning, MIT shall contribute \$500,000 to the City for the development of the design for the Grand Junction Path; and
- within thirty (30) days of the completion of the design of the Grand Junction Path and the City's receipt of all rights, consents and/or approvals necessary to construct the Grand Junction Path, MIT will, at MIT's option, either (i) deliver to the City \$8,000,000.00 for the design and construction of the Grand Junction Path or (ii) commence construction of the portion of the Grand Junction Path located on the MIT Property and diligently pursue such construction to completion. All construction shall be completed in accordance with the design approved by the City, and reviewed by MIT, the 2014 Study, the easement documents and any and all agency approvals and consents.

B. Community Space Design and Construction Funding; Initial Funding of Operations. MIT agrees that it shall fund, or cause to be funded, in the aggregate (and as more specifically set forth below), costs and expenses up to \$22,000,000.00 that are incurred in connection with the design and construction of a community center/space within the PUD-7 District (the "**Community Space**"). MIT will form an advisory committee consisting of representatives from City government, members of adjacent neighborhoods and MIT (the "**Community Space Advisory Committee**"), which will review and make recommendations to MIT concerning the design and programming of the Community Space and fundraising efforts associated with the operating and



programming funds for the Community Space.

In connection with the planning and construction of the Community Space, MIT agrees to make the following deposits into an escrow fund to be established with an escrow agent mutually satisfactory to MIT and the City Manager:

- a one-time aggregate amount of \$500,000.00 for planning and design costs on or before the first anniversary of this letter;
- additional amounts, as needed from time-to-time, totaling up to \$500,000.00 in the aggregate to pay for planning and design costs; and
- a one-time aggregate amount equal to \$22,000,000.00 less the cost of any planning and design costs paid in connection with the community space on or before the date that MIT (or its nominee) acquires title to the majority of the PUD-7 District, which contribution shall be paid within thirty (30) days of the later to occur of (i) the Planning Board issuing its first PUD Final Development Plan Special Permit for a development within the PUD-7 District (and the expiration of any associated appeal period without an appeal being taken) and (ii) MIT's acquisition of the non-Government Owned Parcels from the Federal Government.

The above amounts, after funding, shall be released from escrow periodically to fund the planning and design and/or construction of the Community Space, as the case may be, pursuant to escrow instructions reasonably agreed to by MIT and the City.

In addition, immediately upon the opening of the Community Space to the public, MIT shall contribute \$3,500,000 into the above escrow fund, which shall be accessible by the operator of the Community Space (either MIT or an operator selected by MIT), in order to provide initial endowment for the provision of operating funds.

C. Graduate Student Housing. MIT agrees that it shall create 950 new beds for graduate students (collectively, the "**New GSH Beds**"), pursuant to the schedule set forth in this letter. To that end, MIT agrees that it shall

- use diligent efforts to complete, on or before December 31, 2020, the construction of Building 4 of MIT's South of Main Street Project in Kendall Square (the construction of which broke ground on October 11, 2017), containing 450 graduate student beds, of which 250 beds will be net New GSH Beds;
- no later than December 31, 2020, apply for a discretionary permit (or a building permit if no discretionary permits are required) to create at least 500 New GSH Beds; and



- use diligent efforts, on or before December 31, 2020, to either add, by conversion of existing beds and/or establishment of new beds, or apply for a discretionary permit (or building permit(s) and/or alteration permit(s), as the case may be, if no discretionary permit is required) for, or a combination thereof, a minimum of 200 New GSH Beds in existing buildings or otherwise located on MIT's campus or properties owned by MIT, which may include the recently converted 133 graduate student beds at 70 Amherst Street.

D. Job Connector Space and Program. MIT agrees to include space and programming for a job connector operation within the Community Space, the purpose of which is to connect Cambridge residents with jobs and programs that will allow them to take advantage of Cambridge's innovation economy. MIT agrees, upon the opening of the Community Space, to deposit \$1,500,000 in an account established by the operator of the Community Space to provide funding, and acquire resources, for the job connector program. MIT will create such program with the advice of and input from City staff and other stakeholders. Within eighteen (18) months of the adoption of the PUD-7 Zoning, MIT will initiate a job connector operation at a location (or locations) to be determined by MIT. MIT will keep such location open and will fund \$125,000 annually toward the staffing and operation of the program at such location until such time as the Community Space opens to the public.

E. Middle Income Housing. MIT commits to the construction of a minimum of twenty (20) Middle Income Units (as defined below) in the PUD-7 District, in the aggregate, to be delivered by MIT proportionately with the delivery of residential units within the PUD-7 District or at such earlier time as MIT may determine. For the purposes of this letter, the term "**Middle Income Units**" shall be defined as residential dwellings units for which (i) the occupancy is restricted to households whose total income is no less than eighty percent (80%) and no more than one hundred twenty percent (120%) of Area Median Income (as defined in the Zoning Ordinance); and (ii) the rent (including utilities) does not exceed thirty percent (30%) of the income of the renting household or such equivalent standard as may be determined by the Board of Trustees of the Affordable Housing Trust Fund. Middle Income Units shall not be considered Affordable Dwelling Units for the purpose of meeting the Inclusionary Housing requirements of Section 11.200; however, Middle Income Housing units shall be administered pursuant to such reasonable policies, regulations, and standards as are established by the City that apply to the administration of all Middle Income Housing units in the City.

F. Innovation Housing; Limitations on Residential Parking Permit. A minimum of five percent (5%) of the Dwelling Unit Net Floor Area of minimum housing required by the PUD-7 Zoning shall be devoted to units measuring between three hundred fifty (350) and four hundred fifty (450) square feet in size (the "**Residential Innovation Housing Units**"). MIT agrees that it shall include or cause to be included a covenant that the unit



tenants shall not apply to the City of Cambridge Traffic, Parking & Transportation Department for a Resident Parking Permit in thirty (30) of the residential leases (or other equivalent occupancy agreements) for the Residential Innovation Housing Units constructed within the PUD-7 District.

- G. Open Space and Retail Advisory Committee.** In order to ensure that the adjacent neighborhoods are involved in the programming of activities for the open spaces and the types of retailers for the retail space in the PUD-7 District, MIT will establish an advisory committee to provide input on the programming of these spaces. The advisory committee shall meet once annually for a period of 10 years. The advisory committee shall include representatives from the Community Development Department, adjacent neighborhoods and three (3) representatives designated by MIT. To effectuate a vibrant community-based open space and retail plan, MIT shall create an open space and retail programming plan for any new commercial building and present such plan to the advisory committee six (6) months prior to the substantial completion of that building. MIT may update the programming plan from time to time.
- H. Community Event Programming.** MIT agrees that it shall spend no less than \$300,000, in the aggregate, to host community engagement events in or around the PUD-7 District, which events shall be held at such time(s) and location(s) as MIT may determine and shall be open to members of the general public, but shall be held no less frequently than once per calendar year and shall continue until such time as MIT acquires land in the PUD-7 District from the United States.
- I. Real Estate Taxes.** Notwithstanding the provisions of any agreement that MIT may have entered into with the City previously, MIT hereby agrees that in the event that it converts any new commercial building constructed pursuant to the PUD-7 Zoning from commercial to exempt institutional use, MIT will remove such property from the tax rolls of the City of Cambridge incrementally over a period of ten (10) years. During the ten (10) year period following the conversion of such a property to institutional use, MIT agrees not to claim an exemption for the percentage of the assessed value of the property that would exceed the following: 10% in year one, 20% in year two, 30% in year three, 40% in year four, 50% in year five, 60% in year six, 70% in year seven, 80% in year eight, 90% in year nine and 95% in year ten. Commencing in year eleven and for each subsequent year that the ownership and use of such parcel satisfies the requirements for exemption under M.G.L. c. 59, MIT will have the right to claim that 100% of the value of property is exempt from assessment.
- J. Innovation Arts Program.** Within thirty (30) days of MIT obtaining a Permanent Certificate of Occupancy for the first commercial building in the PUD-7 District, it shall establish an art program that includes, but is not limited to, outdoor exhibits and recognitions of innovation and entrepreneurship in the Kendall Square area. Between the date on which MIT establishes the art program and the date that is the tenth (10th) anniversary of the issuance of the above Permanent Certificate of Occupancy, MIT shall



expend up to \$1,000,000, in the aggregate, in connection with the implementation of such art program.

Conditions to MIT's Commitments

For purposes of clarification, MIT's commitments set forth above are offered if the following conditions (the "Conditions") are met:

1. The amendments to the Cambridge Zoning Ordinance set forth in Attachment A are duly adopted in the form attached hereto as Attachment A, and no challenge to the validity of the same shall have been made (or in the event of any challenge, such challenge shall have been finally resolved in favor of such validity).
2. With regard to any commitments outstanding as of the date that MIT applies for PUD and/or Article 19 Special Permits for the Project, MIT shall have received such Special Permits, including, without limitation, PUD Special Permits and Article 19 Special Permits, from the City of Cambridge Planning Board, and such other permits and approvals as may be necessary to allow for the build-out of the Gross Floor Area contemplated by and in accordance with the attached PUD-7 Zoning.

In addition to meeting the requirements and conditions of any required permits or approvals for the Project (and the payment of any and all fees associated with the issuance of such permits or approvals), MIT is making these payments and providing the other mitigation referenced above to the City in order to provide the City with resources to mitigate any impacts which might result from the Project as a result of the rezoning and any special permit issued pursuant thereto.

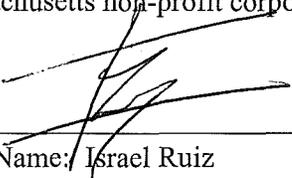
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As MIT's duly authorized representative, I am pleased to make these commitments on MIT's behalf.

Sincerely,

MASSACHUSETTS INSTITUTE OF TECHNOLOGY,
a Massachusetts non-profit corporation

By: 

Name: Israel Ruiz

Title: Executive Vice President and Treasurer

Attachment A: Zoning Petition

ATTACHMENT A