

- 2 -

if the Grantee shall provide reasonable, adequate and uninterrupted access to and from the Grantor's premises during the course of such work. Immediately following the completion of the initial installation of the main or mains referred to herein, and such reconstruction, repair, replacement or maintenance as may be necessary from time to time, the Grantee agrees to replace the pavement and excavated material around and over said mains in such manner as to prevent, as far as possible, all settlement of the surface and to refill from time to time any depression in said way resulting from such settlement, using the same class and type of pavement now existing on said way. If any damage shall at any time result to the pavement on Potter Street, or to the property of the Grantor or to the railroad siding used by it on said street by reason of leakage from said mains or other cause relating thereto, said damage shall be repaired promptly and the premises shall be restored to as good condition as they were in when such damage occurred and reimbursement shall be made by the Grantee for all expense and loss to the Grantor resulting from such damage. The Grantee further agrees to protect, indemnify and save harmless the Grantor, its successors and assigns, from any and all liability, loss, cost, damage or expense to others resulting from the construction, reconstruction, repair or maintenance or use of said way by the Grantee, and in the event that this easement is abandoned, the Grantee will, if requested, remove said main or mains and refill, replace and repave said way at its own cost and in the manner and to the extent hereinabove provided.

It is also specifically understood and agreed that the rights of the Grantee under the terms of this agreement shall be limited to the laying of a main or mains in one operation, but said limitation shall not operate as a restriction on the rights of the Grantee to reconstruct, repair, replace and maintain said main or

mains, provided the plans for said work and the time thereof are approved by the Grantor as hereinabove set forth.

And it is further understood and agreed that this Easement shall not be exclusive in so far as the rights of the Grantor in said way are concerned.

It is also agreed that said steam main or mains and each and every part thereof shall be and remain the property of the Grantee, its successors and assigns.

In the event the Grantee fails to commence the construction herein contemplated and to exercise the rights herein granted within three (3) years from the date hereof, the Grantor at its option and election may cancel and terminate this instrument upon notice to the Grantee.

IN WITNESS WHEREOF, Butts & Ordway Company and Cambridge Steam Corporation have caused this instrument to be executed and their respective corporate seals to be affixed by their respective officers thereunto duly authorized, this 31st day of October, 1946.

BUTTS & ORDWAY COMPANY

By

F. Marsena Butts
Treasurer



CAMBRIDGE STEAM CORPORATION

By

J. Campbell
President

COMMONWEALTH OF MASSACHUSETTS
Middlesex, SS.

10/31/46

Then personally appeared the above named F. Marsena Butts, Treasurer of Butts & Ordway Company, and acknowledged the foregoing instrument to be the free act and deed of said Corporation, before me,

Mary Ellen Sullivan
Notary Public

feet to said Lincoln Court; thence Southwesterly by the Southeasterly line of said Court, seventy-two (72') feet to the point of beginning, with the right of way in said Court in common with others and also a right of eaves dripping as specified in deed of Stephen N. Ferrin to David S. Noyes, dated February 23, 1852, and recorded with said Deeds, Book 610, Page 250. Being the same premises conveyed to me by deed of Samuel Grossman, dated November 13, 1941 and recorded with Middlesex Deeds South District Book 6555 page 375. Said Deed being subject to all encumbrances of record. WITNESS my hand and seal this 30th day of October 1946 Jennie Shacter, THE COMMONWEALTH OF MASSACHUSETTS Middlesex ss. October 30 1946 Then personally appeared the above named Jennie Shacter and acknowledged the foregoing instrument to be her free act and deed, before me Meyer H. Goldman Notary Public My Commission expires Dec 6 1946 - - - - -

Middlesex ss. Nov. 5, 1946. 1h. 45m. P.M. Rec'd & Recorded.

EASEMENT Warren Brothers Roads Company, a Massachusetts corporation with a usual place of business in the City of Cambridge, Massachusetts, hereinafter called the Grantor, for consideration paid, grants to Cambridge Steam Corporation, a Massachusetts corporation with a usual place of business in Cambridge, Massachusetts, its successors and assigns, hereinafter called the Grantee, with QUITCLAIM COVENANTS, the right and easement, so long as the Grantee, its successors and assigns, shall continue in the business of transmitting and/or distributing steam and/or hot water, to enter upon and construct, reconstruct, repair, replace, maintain, operate, inspect and remove a steam main or mains for the transmission and distribution of steam and hot water under, along and across that part of a private way known as Potter Street in said City of CAMBRIDGE owned by the Grantor, said main or mains to be laid beneath the surface of said Way in such manner and at such times as not to interfere with or obstruct the use of said Way by the Grantor, its successors and assigns and others having a right to use said Private Way, subject to the restrictions and limitations hereinafter set forth. In consideration of the foregoing grant, the Grantee, its successors and assigns, specifically agree that no excavation will be made on said Way for the purpose of laying mains, the reconstruction, repair, replacement and maintenance thereof, without the written approval of the Grantor. The Grantee will submit to the Grantor a schedule of any proposed work to be done, and agrees to do said work at such time and in such manner as may be agree-

WARREN BROTHERS
ROADS CO.
et al'

EASEMENT
& AGMT.

able to the Grantor to the end that said work shall not interfere with the operations or the use of said Way by the Grantor, its successors, assigns, and licensees. Time and manner of operations being satisfactory to the Grantor, the latter agrees that it will not withhold its approval if the Grantee shall provide reasonable, adequate and uninterrupted access to and from the Grantor's premises during the course of such work. Immediately following the completion of the initial installation of the main or mains referred to herein, and such reconstruction, repair, replacement or maintenance as may be necessary from time to time, the Grantee agrees to replace the pavement and excavated material around and over said mains in such manner as to prevent, as far as possible, all settlement of the surface and to refill from time to time any depression in said Way resulting from such settlement, using the same class and type of pavement now existing on said Way. If any damage shall at any time result to the pavement on Potter Street, or to the property of the Grantor or to the railroad siding used by it on said Street by reason of leakage from said mains or other cause relating thereto, said damage shall be repaired promptly and the premises shall be restored to as good condition as they were in when such damage occurred and reimbursement shall be made by the Grantee for all expense and loss to the Grantor resulting from such damage. The Grantee further agrees to protect, indemnify and save harmless the Grantor, its successors and assigns, from any and all liability, loss, cost, damage or expense to others resulting from the construction, reconstruction, repair or maintenance or use of said Way by the Grantee, and in the event that this easement is abandoned the Grantee will, if requested, remove said main or mains and refill, replace and repave said Way at its own cost and in the manner and to the extent hereinabove provided. It is also specifically understood and agreed that the rights of the Grantee under the terms of this agreement shall be limited to the laying of a main or mains in one operation, but said limitation shall not operate as a restriction on the rights of the Grantee to reconstruct, repair, replace and maintain said main or mains provided the plans for said work and the time thereof are approved by the Grantor as hereinabove set forth. And it is further understood and agreed that this Easement shall not be exclusive insofar as the rights of the Grantor in said Way are concerned. It is also agreed that said steam main or mains and each and every part thereof shall be and remain the property of the Grantee, its successors and assigns. In the event the Grantee fails to commence the construction herein contemplated and

exercise the rights herein granted within three (3) years from the date hereof, the Grantor at its option and election may cancel and terminate this instrument upon notice to the Grantee. IN WITNESS WHEREOF, Warren Brothers Roads Company and Cambridge Steam Corporation have caused this instrument to be executed and their respective corporate seals to be affixed by their respective officers thereunto duly authorized, this 31st day of October, 1946. -----

Warren Brothers Roads Company (Corporate seal)

By- George E. Ham Treasurer

(R.E.R.)

Cambridge Steam Corporation (Corporate seal)

By- F. D. Campbell President

COMMONWEALTH OF MASSACHUSETTS Middlesex, SS. October 31, 1946 Then personally appeared the above-named George E. Ham, Treasurer of Warren Brothers Roads Company, and acknowledged the foregoing instrument to be the free act and deed of said Corporation, before me, R. Gilman Wallace Notary Public (Notarial seal) My commission expires Oct. 4, 1951 - - -

Middlesex ss. Nov. 5, 1946. 1h. 47m. P.M. Rec'd & Recorded.

COMMONWEALTH OF MASSACHUSETTS MIDDLESEX, SS. Cambridge, Oct.

31, 1946 I, E. Yerrinton, Clerk and Secretary of Warren Brothers Roads Company, a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, with its principal office in the City of Cambridge, said Commonwealth, do hereby certify that the following is a true and exact copy of a vote passed at a special meeting of the stockholders of said Company held on the 31st day of October, 1946: "VOTED: That the Company grant an easement to Cambridge Steam Corporation to construct and maintain a steam main or mains under, along and across that part of a private way known as Potter Street in Cambridge, Massachusetts, owned by the Company, all as more specifically set forth in an instrument presented to the meeting, the execution of which by George E. Ham, the Treasurer of the Company, is sufficient identification thereof as the easement hereby authorized." E. Yerrinton Clerk and Secretary of Warren Brothers Roads Company. THIS IS TO CERTIFY that the undersigned is Clerk of Warren Brothers Roads Company, a Massachusetts corporation; that the foregoing is a true and correct copy of a vote adopted by the stockholders of said Corporation at a meeting thereof duly convened and held on the 31st day of October, 1946, at which meeting a quorum was present and voting; that said vote has not been annulled, revoked or amended in any way whatsoever but is in full force and effect. WITNESS my hand and the seal of said Corporation hereunto affixed this 31st day

WARREN BROTHERS
ROADS CO.

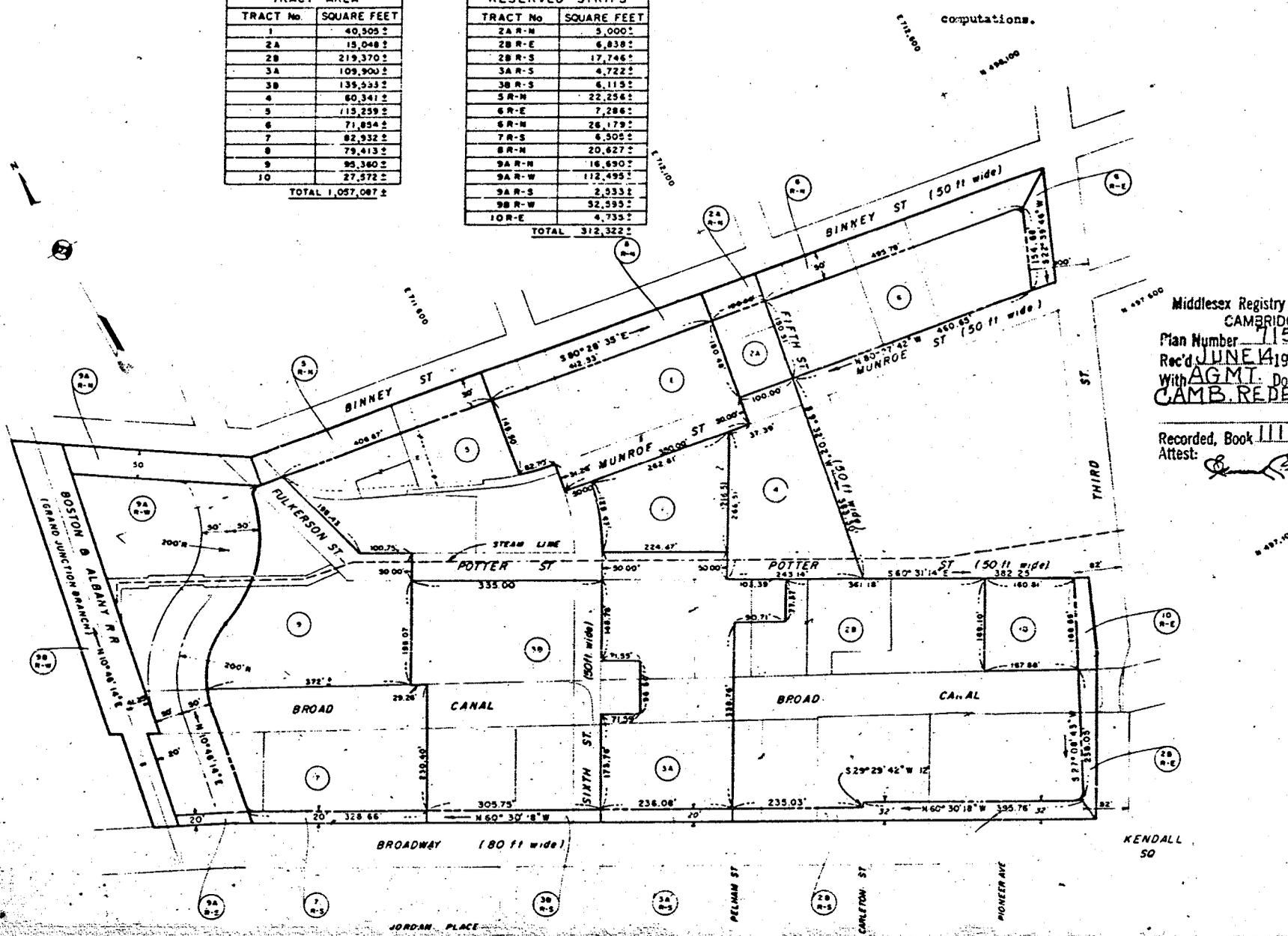
VOTE & CTF.

The original of this map is at a scale of 1" = 30 feet and is on file at the Department of the Army, New England Division, Corps of Engineers, 124 Trapelo Road, Waltham, Mass. 02154. Scale of this map 1" = 160 feet.

Map has been compiled from deeds on record, surveys by others and computations.

TRACT AREA	
TRACT No.	SQUARE FEET
1	40,909 ±
2A	15,048 ±
2B	219,370 ±
3A	109,900 ±
3B	135,533 ±
4	60,341 ±
5	113,259 ±
6	71,854 ±
7	82,932 ±
8	79,413 ±
9	95,360 ±
10	27,372 ±
TOTAL 1,057,087 ±	

RESERVED STRIPS	
TRACT No.	SQUARE FEET
2A R-N	5,000 ±
2B R-E	6,838 ±
2B R-S	17,746 ±
3A R-S	4,722 ±
3B R-S	6,115 ±
5 R-N	22,256 ±
6 R-E	7,286 ±
6 R-N	26,179 ±
7 R-S	6,505 ±
8 R-N	20,627 ±
9A R-N	16,690 ±
9A R-W	112,495 ±
9A R-S	2,533 ±
9B R-W	52,595 ±
10 R-E	4,733 ±
TOTAL 312,322 ±	



FEE 6.00
BY SW

Middlesex Registry of Deeds, So. Dist.
CAMBRIDGE, MASS.
Plan Number 715 of 1966
Rec'd JUNE 14 1966 at 10:03 a.m.
With AGMT. Doc. No. 59
CAMP. REDEVELOP. AUTH. ETAL
Recorded, Book 11137 Page 315
Attest: REGISTER

PROJECT MAP

DEPT. OF THE ARMY
ENGINEER SERVICE
LOCATION OF PROJECT

STATE
COUNTY
TOWNSHIP
DISTRICT
ARMY AREA

MILES OF
MILES OF
TRANSPORTATION FACILITIES

RAILROADS
STATE ROADS
FEDERAL ROADS
AIR LINES

ACQUISITION

TOTAL ACRES ACQUIRED
FEE
PUBLIC DONATION (WITHDRAWAL USE PERMIT)
USE PERMIT (OTHER THAN F. D.)
TRANSFER
LEASE
LESSER INTEREST

DISPOSAL

TOTAL ACRES DISPOSED OF
SOLD
PUBLIC DONATION (WITHDRAWAL USE PERMIT)
USE PERMIT (OTHER THAN F. D.)
TRANSFER
LEASES TERMINATED
LESSER INTERESTS TERMINATED
REASSIGNED
OTHER

LEGEND

SEE EXHIBIT "X" ANNEXED TO LAND DISPOSITION CONTRACT BETWEEN CAMBRIDGE REDEVELOPMENT AUTHORITY AND UNITED STATES OF AMERICA FOR KENDALL SQUARE URBAN RENEWAL AREA PROJECT, CAMBRIDGE, MASSACHUSETTS

U.S. ARMY ENGINEER DIVISION, NEW ENGLAND CORPS OF ENGINEERS
REAL ESTATE TRACT MAP
NATIONAL AERONAUTICS & SPACE ADMINISTRATION
ELECTRONICS RESEARCH CENTER

TITLE REPORT

IGLIOZZI & REIS, LLP

TITLE AS OF:

April 21, 2003 at 8:00 AM

ATTORNEY REQUESTING REPORT:

David S. Glater, Esq.
U. S. Department of Transportation

PRESENT OWNER:

United States of America
Book 11663 at Page 300 of the
Middlesex County (Southern) Registry
of Deeds

PROPERTY LOCATION:

Tract 4, on a Plan entitled, "Real Estate
Tract Map, National Aeronautics and Space
Administration, Electronics Research Center,
Cambridge, Massachusetts"(see Exhibit A)

LIENS AND ENCUMBRANCES:

None

EASEMENTS AND RESTRICTIONS:

Supplement No. 2 to the Land Disposition Contract dated June 13, 1966 with the Cambridge Redevelopment Authority dated July 7, 1976 and recorded July 7, 1976 at 1:12 PM in Book 13011 at Page 268 of the Middlesex County (Southern) Registry of Deeds.

Land Disposition Contract with Cambridge Redevelopment Authority dated June 13, 1966 and recorded June 14, 1966 at 10:03 AM in Book 11137 at Page 315 of the Middlesex County (Southern) Registry of Deeds.

Easement to Cambridge Steam Corporation dated April 25, 1947 and recorded May 12, 1947 at 10:10 AM in Book 7142 at Page 599 of the Middlesex County (Southern) Registry of Deeds.

LIMITATION ON SCOPE OF TITLE EXAMINATION:

As requested the scope of this title examination was limited to an examination of all recorded documents at the Middlesex County (Southern) Registry of Deeds. Therefore, the examination did not consider any restrictions on the property as a result of the Urban Renewal Plan for the Kendall Square Project Area of October, 1965 (as amended in February, 1977, October, 1977, June, 1981, September, 1993 and September 1997).

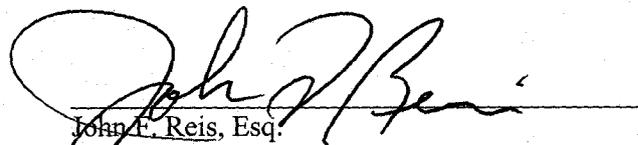

John E. Reis, Esq.
Title Counsel/Title Examiner

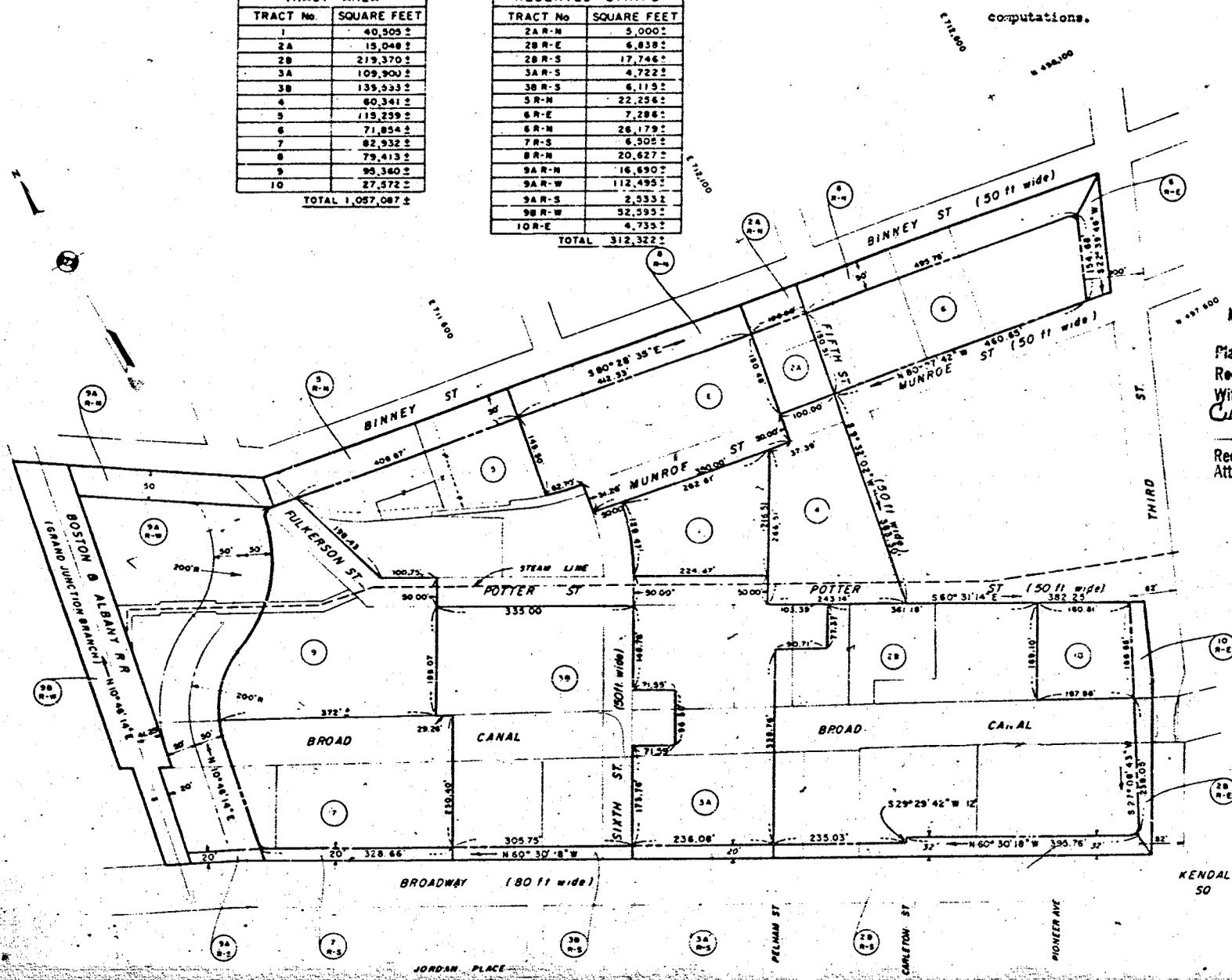
EXHIBIT A

The original of this map is at a scale of 1" = 80 feet and is on file at the Department of the Army, New England Division, Corps of Engineers, 124 Trapelo Road, Waltham, Mass. 02154. Scale of this map 1" = 160 feet.

Map has been compiled from deeds on record, surveys by others and computations.

TRACT AREA	
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3B	135,533 ±
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5	115,239 ±
6	71,854 ±
7	82,932 ±
8	79,413 ±
9	95,360 ±
10	27,572 ±
TOTAL 1,057,087 ±	

RESERVED STRIPS	
TRACT No.	SQUARE FEET
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3B R-S	6,119 ±
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6 R-E	7,286 ±
6 R-N	26,179 ±
7 R-S	6,502 ±
8 R-N	20,627 ±
9A R-N	16,690 ±
9A R-W	112,495 ±
9A R-S	2,533 ±
9B R-W	52,595 ±
10 R-E	4,735 ±
TOTAL 312,322 ±	



FEE 6.00
BY SW

Middlesex Registry of Deeds, So. Dist.
CAMBRIDGE, MASS.
Plan Number 715 of 1966
Rec'd JUNE 4, 1966 at 10:03 A.M.
With AGMT. Doc. No. 59
CAMB. REDEVELOP. AUTH. ET AL

Recorded, Book 11137, Page 315
Attest: *[Signature]* REGISTER

PROJECT MAP

DEPT. OF THE _____
USING SERVICE _____
LOCATION OF PROJECT
STATE _____
COUNTY _____
CITY/TOWN _____
DISTRICT _____
ARMY AREA _____
MILE _____ OF _____
MILE _____ OF _____
TRANSPORTATION FACILITIES
RAILROADS _____
STATE ROADS _____
FEDERAL ROADS _____
AIR LINES _____

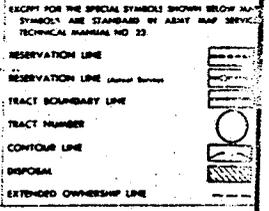
ACQUISITION

TOTAL ACRES ACQUIRED _____
FEE _____
PUBLIC DOMAIN: WITHDRAWAL _____
USE PERMIT (OTHER THAN F. D.) _____
TRANSFER _____
LEASE _____
LESSER INTEREST _____

DISPOSAL

TOTAL ACRES DISPOSED OF _____
SOLD _____
PUBLIC DOMAIN: WITHDRAWAL _____
USE PERMIT (OTHER THAN F. D.) _____
TRANSFERRED _____
LEASES TERMINATED _____
LESSER INTERESTS TERM _____
REASSIGNED _____
OTHER _____

LEGEND



SEE EXHIBIT "A" ANNEXED TO LAND DISPOSITION CONTRACT BETWEEN CAMBRIDGE REDEVELOPMENT AUTHORITY AND UNITED STATES OF AMERICA FOR KENDALL SQUARE URBAN RENEWAL AREA PROJECT, CAMBRIDGE, MASSACHUSETTS

U. S. ARMY ENGINEER DIVISION, NEW ENGLAND
CORPS OF ENGINEERS
22, TAM, MASS

REAL ESTATE
REAL ESTATE MAP
NATIONAL AERONAUTICS & SPACE ADMINISTRATION
ELECTRONICS RESEARCH CENTER
CAMPBELL, MASS.

Tract
④

APR -9-69 PM 3:25 188RE***7.00

BK 11663 PG 300

Q7-

D E E D

KNOW ALL MEN BY THESE PRESENTS that CAMBRIDGE REDEVELOPMENT AUTHORITY, a public body politic and corporate, duly established under the Massachusetts Housing Authority Law in the County of Middlesex, Commonwealth of Massachusetts (hereinafter referred to as the Grantor), for and in consideration of the sum of One Hundred Twenty Thousand Five Hundred Dollars (\$120,500), the receipt of which sum is hereby acknowledged by the Grantor, does hereby grant to the UNITED STATES OF AMERICA, and its assigns (hereinafter referred to as the Grantee), with QUITCLAIM COVENANTS, the following described land located in the City of Cambridge, County of Middlesex, Commonwealth of Massachusetts:

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

Beginning at the intersection of the northerly line of Munroe Street with the westerly line of Fifth Street;

Thence running South 09°32'02" West, a distance of 383.30 feet, along said westerly line of Fifth Street and crossing Potter Street to a point on the southerly line of Potter Street;

Thence running North 60°31'14" West, a distance of 243.14 feet, along the southerly line of Potter Street to a point at land of the Grantee, formerly land of the Grantor;

Thence running North 29°28'46" East, a distance of 50.00 feet, by land of the Grantee, to a point;

Thence running northeasterly, a total distance of 216.51 feet, along the division line between land of the Grantee and land formerly of One Hundred Sixty Munroe, Inc., now land of the Grantor, to a point on the southerly line of Munroe Street;

Thence running South 80°27'42" East, a distance of 37.39 feet, along said southerly line of Munroe Street, to a point;

Thence running North 09°32'02" East, a distance of 50.00 feet, to a point on the northerly line of Munroe Street; and

Thence running South 80°27'42" East, a distance of 100.00 feet, along said northerly line of Munroe Street to the point of beginning.

Containing 60,341 square feet, more or less.

Subject to an easement to Cambridge Steam Corporation as set forth in an instrument recorded with the Middlesex South District Registry of Deeds in Book 7142, Page 599.

For title reference, see Order of Taking by the Grantor, dated January 13, 1967 and recorded in Middlesex South District Registry of Deeds, Book 11277, Page 345.

4-9-69 9000

4-9-69 9000

MASSACHUSETTS EXCISE 6100

Said premises are referred to as Tract No. 4 on a plan entitled, "Real Estate Tract Map, National Aeronautics and Space Administration, Electronics Research Center, Cambridge, Massachusetts," dated April 12, 1966, and revised April 29, 1966, May 4, 1966, May 24, 1966 and May 31, 1966.

Book 11137
Page 315

The Grantee covenants and agrees, for itself and its assigns, that the Grantee and such assigns shall:

(a) devote the granted premises to, and only to and in accordance with, the uses specified in the Urban Renewal Plan of Cambridge Redevelopment Authority for the Kendall Square Urban Renewal Project, Project No. R-107, in the City of Cambridge, Massachusetts, a copy of which has been filed in the office of the City Clerk of the City of Cambridge (said Plan being hereinafter referred to as the "Urban Renewal Plan"), as the same may be amended from time to time;

(b) to begin the building of its improvements on the granted premises within a reasonable time after conveyance;

(c) not dispose of any right under the Land Disposition Contract hereinafter referred to with respect to the granted premises, or any right, title or interest in any part of the granted premises, prior to the completion of the improvements thereon without the written consent of the Grantor; and

(d) not discriminate upon the basis of race, color, creed or national origin in the sale, lease, or rental, or in the use or occupancy of the granted premises, or any improvements erected or to be erected thereon, or any part thereof.

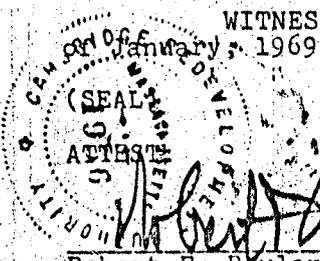
The covenants and agreements provided in the preceding paragraph shall be covenants running with the land and they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided herein, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by, the Grantor, its successors and assigns, the City of Cambridge, and the United States of America (in the case of the covenant and agreement provided in clause (d) of the preceding paragraph) against the Grantee and every successor in interest to the granted premises or any part thereof or any interest therein, and any party in possession or occupancy of the granted premises or any part thereof, provided, however, that the covenants and agreements provided in clauses (a), (b) and (c) of said preceding paragraph shall remain in effect until October 7, 1995 (at which time such covenants and agreements shall terminate) and those provided in clause (d) shall remain in effect until October 7, 2065. In amplification, and not in restriction, of the foregoing provisions, it is intended and agreed that the Grantor, its successors and assigns, and the City of Cambridge, shall each be deemed a beneficiary of the covenants and agreements provided in the preceding paragraph, and the United States of America shall be deemed a beneficiary of the covenant and agreement provided in clause (d), both for and in their or its own right and also for the purpose of protecting the interests of the community and any other parties, public or private, in whose favor or for whose benefit such covenants and agreements have been provided. Such covenants and agreements shall run in favor of the Grantor, its successors and assigns, the City of Cambridge, and the United

States of America, for the entire period during which such covenants and agreements shall be in force and effect, without regard to whether the Grantor, its successors and assigns, or the City of Cambridge or the United States of America has been, is or remains the owner of any land or interest therein to, or in favor of, which such covenants and agreements relate. The Grantor, its successors and assigns (or, in the case of its failure, refusal or dissolution, then the City of Cambridge), shall have the right, in the event of any breach of any such covenant or agreement, and the United States of America shall have the right in the event of any breach of the covenant or agreement provided in clause (d) of the preceding paragraph, to exercise all the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach of covenant or agreement, to which it or any other beneficiaries of such covenant or agreement may be entitled.

This conveyance is made subject also to the additional agreements of the Grantee with respect to the granted premises and the terms and conditions set forth in a Land Disposition Contract, dated June 13, 1966, between the Grantor and the Grantee for the sale and redevelopment of the granted premises, recorded in the Middlesex South District Registry of Deeds, Book 11137, Page 135, and filed as Document No. 433534 in the Land Registration Office of said District.

This conveyance is free of and without any right on the part of the Grantor of reentry or reverter for condition broken.

WITNESS the execution hereof under seal as of the 31st day of January, 1969.

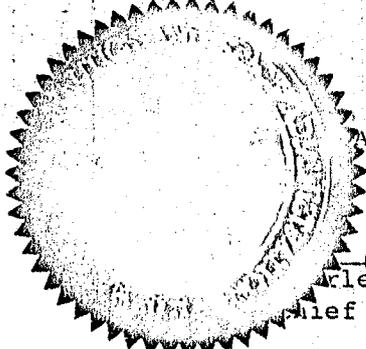


ATTEST:
Robert F. Rowland
Robert F. Rowland
Executive Director and
Secretary

CAMBRIDGE REDEVELOPMENT AUTHORITY

By *Paul R. Corcoran*
Paul R. Corcoran
Chairman

UNITED STATES OF AMERICA
acting by and through
NATIONAL AERONAUTICS AND SPACE
ADMINISTRATION



ATTEST:
Charles J. Delaney
Charles J. Delaney
Counsel, ERC

By *James C. Elms*
(Name) James C. Elms
(Title) Director
Electronics Research Center

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

February 7, 1969

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



Christy W. Hood
Notary Public
My Commission Expires *January 16, 1974*

EASEMENT

HELEN M. ROBIE of Melrose, Middlesex County, Massachusetts, MARIE ARNSTEIN of New York City, New York, and ALICE WEISL of said New York City, hereinafter called the Grantors, for consideration paid, grant to CAMBRIDGE STEAM CORPORATION, a Massachusetts corporation with a usual place of business in said Cambridge; its successors and assigns, hereinafter called the Grantee, with quitclaim covenants, the right and easement, as long as the Grantee, its successors and assigns, shall continue in the business of transmitting and/or distributing steam and/or hot water, to enter upon and construct, reconstruct, repair, replace, maintain, operate, inspect and remove a steam main or mains for the transmission and distribution of steam and hot water under, along and across that part of a private way known as Potter Street in said City of Cambridge owned by the Grantors, said main or mains to be laid beneath the surface of said way so that they will not interfere with travel over said way to and from the Grantors' premises, and all repairs shall be made as expeditiously as possible and in such manner as not to prevent ingress to and egress from the Grantors' premises.

The Grantors reserve for themselves, their successors and assigns, and others having a right to use said private way, the right to use said private way above said steam main.

It is agreed that said steam pipe and each and every part thereof shall be and remain the property of the Grantee, its successors and assigns.

We, RICHARD S. ROBIE, husband of Helen M. Robie,
DANIEL G. ARNSTEIN, husband of Marie Arnstein, and EDWARD WEISL,

husband of Alice Weisl, release to said Grantee all rights of tenancy by the curtesy and other interests therein.

IN WITNESS WHEREOF we have hereunto set our hands and seals this 25th day of April A.D. 1947.

[Signature]
R. S. Robie

[Signature]
Helen M. Robie

[Signature]
Eileen [unclear]

[Signature]
Alice Weisl

[Signature]
Daniel G. Krystein

[Signature]
Marie Krystein

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

April 29 1947

and Richard S. Robie
Then personally appeared the above named *Helen M. Robie* of *Melrose, Mass* and acknowledged the foregoing instrument to be her free act and deed, before me

[Signature]
Notary Public

Rec'd & entered for record May 12, 1947. at 10h. 10m. A. M

124

TITLE REPORT

IGLIOZZI & REIS, LLP

TITLE AS OF:

April 21, 2003 at 8:00 AM

ATTORNEY REQUESTING REPORT:

David S. Glater, Esq.
U. S. Department of Transportation

PRESENT OWNER:

United States of America
Book 11536 at Page 430 of the
Middlesex County (Southern) Registry
of Deeds

PROPERTY LOCATION:

Tract 6, on a Plan entitled, "Real Estate
Tract Map, National Aeronautics and Space
Administration, Electronics Research Center,
Cambridge, Massachusetts"(see Exhibit A)

LIENS AND ENCUMBRANCES:

None

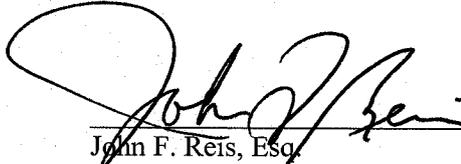
EASEMENTS AND RESTRICTIONS:

Supplement No. 2 to the Land Disposition Contract dated June 13, 1966 with the Cambridge Redevelopment Authority dated July 7, 1976 and recorded July 7, 1976 at 1:12 PM in Book 13011 at Page 268 of the Middlesex County (Southern) Registry of Deeds.

Land Disposition Contract with Cambridge Redevelopment Authority dated June 13, 1966 and recorded June 14, 1966 at 10:03 AM in Book 11137 at Page 315 of the Middlesex County (Southern) Registry of Deeds.

LIMITATION ON SCOPE OF TITLE EXAMINATION:

As requested the scope of this title examination was limited to an examination of all recorded documents at the Middlesex County (Southern) Registry of Deeds. Therefore, the examination did not consider any restrictions on the property as a result of the Urban Renewal Plan for the Kendall Square Project Area of October, 1965 (as amended in February, 1977, October, 1977, June, 1981, September, 1993 and September 1997).



John F. Reis, Esq.
Title Counsel/Title Examiner

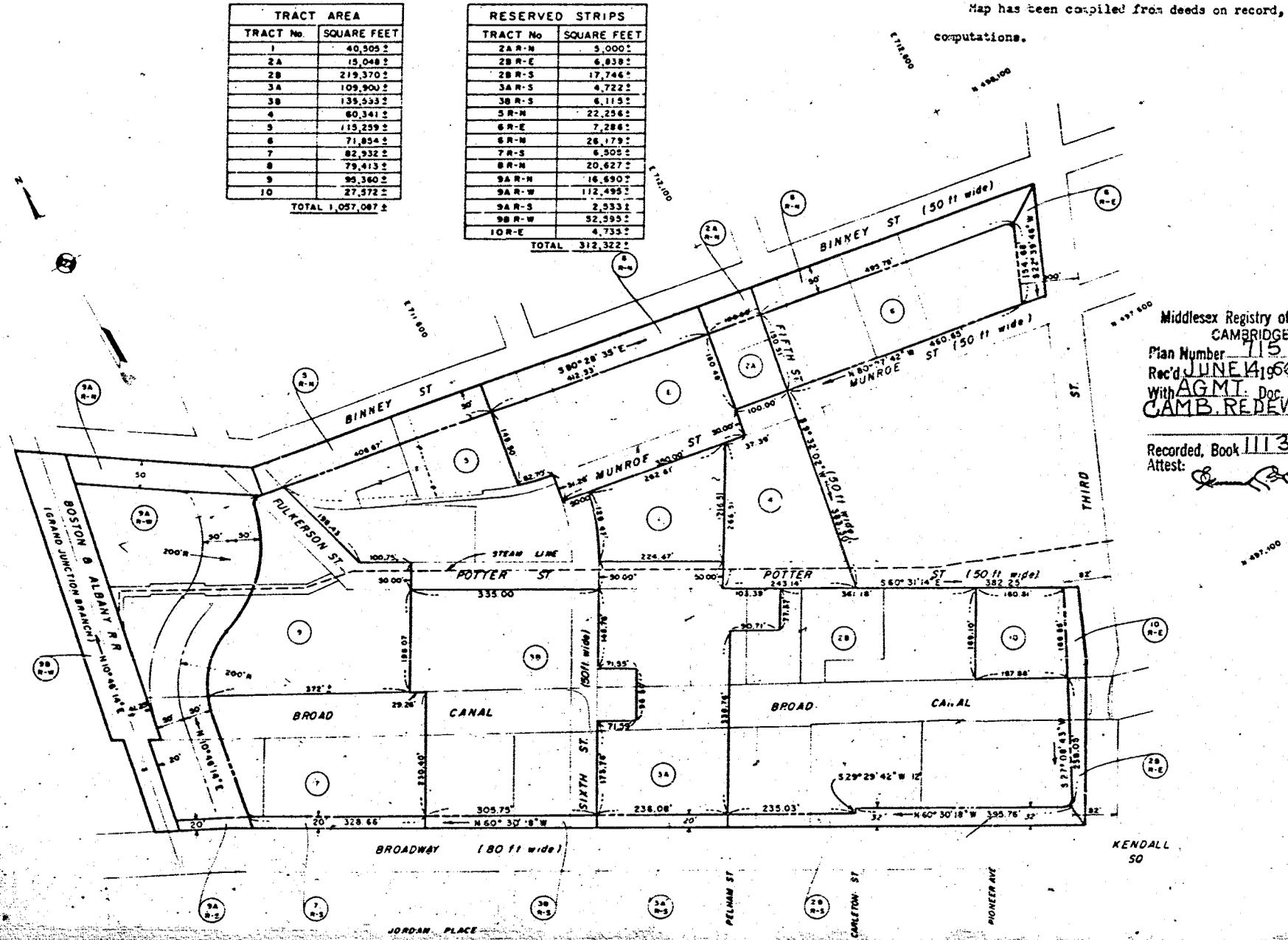
EXHIBIT A

The original of this map is at a scale of 1" = 80 feet and is on file at the Department of the Army, New England Division, Corps of Engineers, 124 Trapelo Road, Waltham, Mass. 02154. Scale of this map 1" = 160 feet.

Map has been compiled from deeds on record, surveys by others and computations.

TRACT AREA	
TRACT No.	SQUARE FEET
1	40,505.2
2A	15,048.2
2B	219,370.2
3A	109,900.2
3B	139,533.2
4	60,341.2
5	115,259.2
6	71,854.2
7	82,932.2
8	79,413.2
9	99,360.2
10	27,572.2
TOTAL 1,057,087.2	

RESERVED STRIPS	
TRACT No.	SQUARE FEET
2A R-N	5,000.2
2B R-E	6,838.2
2B R-S	17,746.2
3A R-S	4,722.2
3B R-S	6,115.2
5 R-N	22,256.2
6 R-E	7,288.2
6 R-N	26,179.2
7 R-S	6,905.2
8 R-N	20,627.2
9A R-N	16,690.2
9A R-W	112,495.2
9A R-S	2,333.2
9B R-W	52,395.2
10 R-E	4,733.2
TOTAL 312,322.2	



FEE 6.00
BY SW

Middlesex Registry of Deeds, So. Dist.
CAMBRIDGE, MASS.
Plan Number 715 of 1966
Rec'd JUNE 14 1966 at 10:03 a.m.
With AGMT. Doc. No. 59
CAMP. REDEVELOP. AUTH. ETAL

Recorded, Book III 37 Page 315
Attest: *[Signature]* REGISTER

PROJECT MAP

DEPT. OF THE _____
USING SERVICE _____
LOCATION OF PROJECT
STATE _____
COUNTY _____
DIVISION _____
DISTRICT _____
ARMY AREA _____
AREA OF _____
AREA OF _____
TRANSPORTATION FACILITIES
RAILROADS _____
STATE ROADS _____
FEDERAL ROADS _____
AIR LINES _____

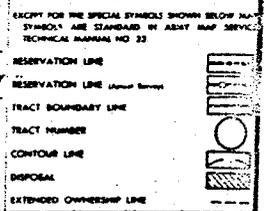
ACQUISITION

TOTAL ACRES ACQUIRED _____
FEE _____
PUBLIC DOMAIN WITHDRAWAL (USE FEE) _____
USE PERMIT (OTHER THAN P. D.) _____
TRANSFER _____
LEASE _____
LESSER INTEREST _____

DISPOSAL

TOTAL ACRES DISPOSED OF _____
SOLD _____
PUBLIC DOMAIN WITHDRAWAL (USE FEE) _____
USE PERMIT (OTHER THAN P. D.) _____
TRANSFER _____
LEASE TERMINATED _____
LESSER INTERESTS TERM _____
REASSIGNED _____
OTHER _____

LEGEND



SEE EXHIBIT "A" ANNEXED TO LAND DISPOSITION CONTRACT BETWEEN CAMBRIDGE REDEVELOPMENT AUTHORITY AND UNITED STATES OF AMERICA FOR KENDALL SQUARE URBAN RENEWAL AREA PROJECT, CAMBRIDGE, MASSACHUSETTS

U. S. ARMY ENGINEER DIVISION, NEW ENGLAND
CORPS OF ENGINEERS
BALTIMORE, MARYLAND

REAL ESTATE
TRACT MAP
NATIONAL AERONAUTICS & SPACE ADMINISTRATION
ELECTRONICS RESEARCH CENTER
CAMBRIDGE, MASSACHUSETTS

JUL -9-68PM 03:46 334RE**7.00

BK 11536 PG 430

Tract
6

17-

DEED

KNOW ALL MEN BY THESE PRESENTS that CAMBRIDGE REDEVELOPMENT AUTHORITY, a public body politic and corporate, duly established under the Massachusetts Housing Authority Law in the County of Middlesex, Commonwealth of Massachusetts (hereinafter referred to as the Grantor), for and in consideration of the sum of One Hundred Forty-Three Thousand Five Hundred Dollars (\$143,500), the receipt of which sum is hereby acknowledged by the Grantor, does hereby grant to the UNITED STATES OF AMERICA, and its assigns (hereinafter referred to as the Grantee), with QUITCLAIM COVENANTS the following described land located in the City of Cambridge, County of Middlesex, Commonwealth of Massachusetts:

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

Beginning at the intersection of the northeasterly streetline of Munroe Street and the northwesterly streetline of Fifth Street;

Thence running North 9°32'02" East, along the northwesterly streetline of Fifth Street, a distance of 150.51 feet to a point which is 50.0 feet distant southwesterly from and measured at right angles to the southwesterly streetline of Binney Street;

Thence running by land of the Grantor, South 80°28'35" East, by a line which is 50.0 feet distant southwesterly from and parallel with the southwesterly streetline of Binney Street, a distance of 470.58 feet to a point of curvature and by a curve to right having a radius of 20.0 feet a distance of 36.00 feet to a point of tangency, which point is 40.0 feet distant northwesterly from and measured at right angles to the northwesterly streetline of Third Street;

Thence running South 22°39'46" West, by land of the Grantor, by a line which is 40.0 feet distant northwesterly from and parallel with the northwesterly streetline of Third Street, a distance of 129.47 feet to the northeasterly streetline of Munroe Street; and

Thence running North 80°27'42" West, a distance of 460.65 feet, along said northeasterly streetline of Munroe Street, to the point of beginning.

Containing 71,862 square feet, more or less.

Together with the right and easement to the Grantee, and its signs, to pass and repass over the portions of land abutting the premises conveyed hereby and situated between said premises and Binney Street and Third Street, respectively (said portions being shown on the Real Estate Tract Map hereinafter referred to as Tract No. 6(R-N) and Tract No. 6(R-E), until such time as such portions may be required by the Grantor or the City of Cambridge for street widening purposes, such right and easement being, however, subject to the condition that the Grantee shall maintain such portions in reasonably attractive appearance and subject to the right, hereby reserved, of the Grantor, and its successors and assigns, to enter thereon and install, reinstall, maintain, repair, alter, use and remove underground utilities and other services, all as more specifically provided in the Land Disposition Contract hereinafter referred to.

Excepting and reserving to the Grantor, and its successors and assigns, the right and easement from time to time to enter upon the westerly portion of the granted premises presently known and referred to as Fifth Street, to install, reinstall, maintain, repair, alter, use and remove underground utilities, including gas, storm and sanitary sewer lines.

COMMONWEALTH OF MASSACHUSETTS
DEEDS & EXCISE
\$9000

COMMONWEALTH OF MASSACHUSETTS
DEEDS & EXCISE
\$9000

COMMONWEALTH OF MASSACHUSETTS
DEEDS & EXCISE
\$9000

U.S. ARMY CORPS OF ENGINEERS
414 TRAP
WALTHAM,

For title reference, see Order of Taking by the Grantor, dated May 3, 1967 and recorded in Middlesex Registry of Deeds, Southern District, in Book 11319, Page 398, and filed in said Registry District as Document No. 443006.

Said premises are referred to as Tract No. 6 on a plan entitled, "Real Estate Tract Map, National Aeronautics and Space Administration, Electronics Research Center, Cambridge, Massachusetts," dated April 12, 1966, and revised April 29, 1966, May 4, 1966, May 24, 1966 and May 31, 1966.

The Grantee covenants and agrees, for itself and its assigns, that the Grantee and such assigns shall:

(a) devote the granted premises to, and only to and in accordance with, the uses specified in the Urban Renewal Plan of Cambridge Redevelopment Authority for the Kendall Square Urban Renewal Project, Project No. R-107, in the City of Cambridge, Massachusetts, a copy of which has been filed in the office of the City Clerk of the City of Cambridge (said Plan being hereinafter referred to as the "Urban Renewal Plan"), as the same may be amended from time to time;

(b) to begin the building of its improvements on the granted premises within a reasonable time after conveyance;

(c) not dispose of any right under the Land Disposition Contract hereinafter referred to with respect to the granted premises, or any right, title or interest in any part of the granted premises, prior to the completion of the improvements thereon without the written consent of the Grantor; and

(d) not discriminate upon the basis of race, color, creed or national origin in the sale, lease, or rental, or in the use or occupancy of the granted premises, or any improvements erected or to be erected thereon, or any part thereof.

The covenants and agreements provided in the preceding paragraph shall be covenants running with the land and they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided herein, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by, the Grantor, its successors and assigns, the City of Cambridge, and the United States of America (in the case of the covenant and agreement provided in clause (d) of the preceding paragraph) against the Grantee and every successor in interest to the granted premises or any part thereof or any interest therein, and any party in possession or occupancy of the granted premises or any part thereof, provided, however, that the covenants and agreements provided in clauses (a), (b) and (c) of said preceding paragraph shall remain in effect until October 7, 1995 (at which time such covenants and agreements shall terminate) and those provided in clause (d) shall remain in effect until October 7, 2065. In amplification, and not in restriction, of the foregoing provisions, it is intended and agreed that the Grantor, its successors and assigns, and the City of Cambridge, shall each be deemed a beneficiary of the covenants and agreements provided in the preceding paragraph, and the United States of America shall be deemed a beneficiary of the covenant and agreement provided in clause (d), both for and in their or its own right and also for the purpose of protecting the interests of the community and any other parties, public or private, in whose favor or for whose



MIDDLESEX
SOUTH

benefit such covenants and agreements have been provided. Such covenants and agreements shall run in favor of the Grantor, its successors and assigns, the City of Cambridge, and the United States of America, for the entire period during which such covenants and agreements shall be in force and effect, without regard to whether the Grantor, its successors and assigns, or the City of Cambridge or the United States of America has been, is or remains the owner of any land or interest therein to, or in favor of, which such covenants and agreements relate. The Grantor, its successors and assigns (or, in the case of its failure, refusal or dissolution, then the City of Cambridge), shall have the right, in the event of any breach of any such covenant or agreement, and the United States of America shall have the right in the event of any breach of the covenant or agreement provided in clause (d) of the preceding paragraph, to exercise all the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach of covenant or agreement, to which it or any other beneficiaries of such covenant or agreement may be entitled.

This conveyance is made subject also to the additional agreements of the Grantee with respect to the granted premises and the terms and conditions set forth in a Land Disposition Contract, dated June 13, 1966, between the Grantor and the Grantee for the sale and redevelopment of the granted premises, recorded in the Middlesex South District Registry of Deeds, Book 11137, Page 315, and filed as Document No. 433534 in the Land Registration Office of said District.

This conveyance is free of and without any right on the part of the Grantor of reentry or reverter for condition broken.

WITNESS the execution hereof under seal this 27th day of June, 1968.

CAMBRIDGE REDEVELOPMENT AUTHORITY

By Paul R. Corcoran
Paul R. Corcoran
Chairman

(SEAL)
ATTEST:
Robert F. Rowland
Robert F. Rowland
Executive Director and
Secretary

UNITED STATES OF AMERICA
acting by and through
NATIONAL AERONAUTICS AND SPACE
ADMINISTRATION

By James C. Elms
(Name) James C. Elms
(Title) Director
Electronics Research Center

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

June 27, 1968

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

Winnie H. Brooks
Notary Public
My Commission Expires: 2/2/73

TITLE REPORT

IGLIOZZI & REIS, LLP

TITLE AS OF: April 21, 2003 at 8:00 AM

ATTORNEY REQUESTING REPORT: David S. Glater, Esq.
U. S. Department of Transportation

PRESENT OWNER: United States of America
Book 11672 at Page 624 and Book
11743 at Page 100 of the Middlesex
County (Southern) Registry of Deeds

PROPERTY LOCATION: Tract 8, on a Plan entitled, "Real Estate
Tract Map, National Aeronautics and Space
Administration, Electronics Research Center,
Cambridge, Massachusetts"(see Exhibit A)

LIENS AND ENCUMBRANCES:

None

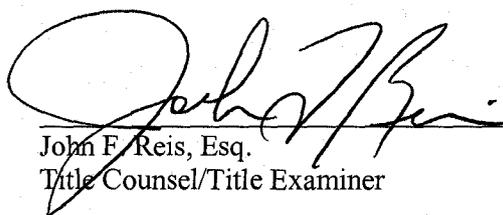
EASEMENTS AND RESTRICTIONS:

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LIMITATION ON SCOPE OF TITLE EXAMINATION:

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John F. Reis, Esq.
Title Counsel/Title Examiner

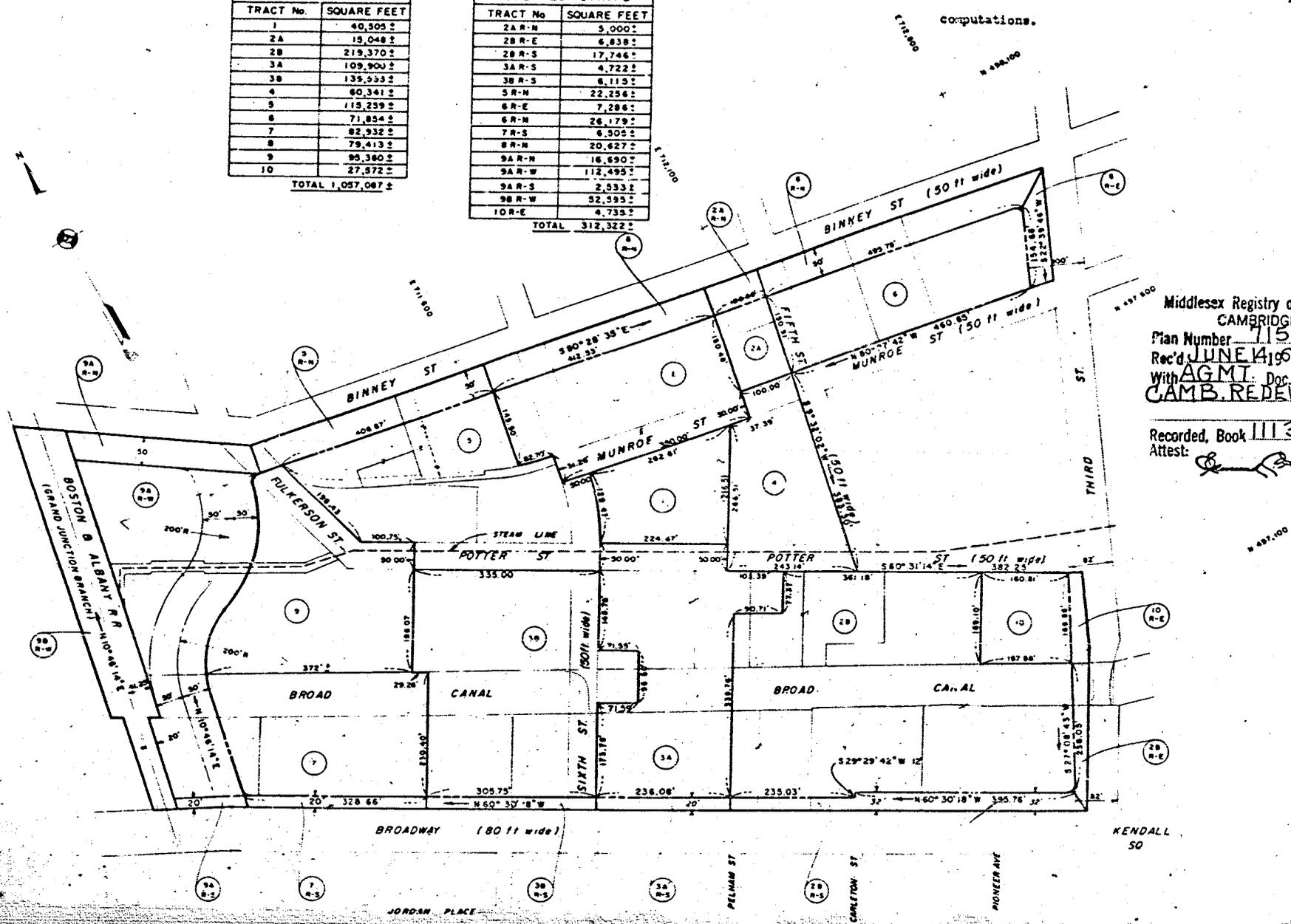
EXHIBIT A

The original of this map is at a scale of 1" = 80 feet and is on file at the Department of the Army, New England Division, Corps of Engineers, 124 Trapelo Road, Waltham, Mass. 02154. Scale of this map 1" = 160 feet.

Map has been compiled from deeds on record, surveys by others and computations.

TRACT AREA	
TRACT No.	SQUARE FEET
1	40,305.2
2A	19,048.2
2B	219,370.2
3A	109,900.2
3B	135,553.2
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5	115,259.2
6	71,854.2
7	82,932.2
8	79,413.2
9	99,360.2
10	27,572.2
TOTAL 1,057,087.2	

RESERVED STRIPS	
TRACT No.	SQUARE FEET
2A R-N	5,000.2
2B R-E	6,838.2
2B R-S	17,746.2
3A R-S	4,722.2
3B R-S	6,115.2
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6 R-E	7,286.2
6 R-N	26,179.2
7 R-S	6,305.2
8 R-N	20,627.2
9A R-N	16,690.2
9A R-W	112,495.2
9A R-S	2,533.2
9B R-W	52,595.2
10 R-E	4,733.2
TOTAL 312,322.2	



FEE 6.00
BY SW

Middlesex Registry of Deeds, So. Dist.
CAMBRIDGE, MASS.
Plan Number 715 of 1966
Rec'd JUNE 14 1966 at 10:03 a.m.
With AGMT. Doc. No. 59
CAMB. REDEVELOP. AUTH. ETAL

Recorded, Book 11137 Page 315
Attest: *[Signature]* REGISTER

PROJECT MAP

DEPT. OF THE _____
ARMY SERVICE _____
LOCATION OF PROJECT _____
STATE _____
COUNTY _____
DIVISION _____
DISTRICT _____
ARMY AREA _____

TRANSPORTATION FACILITIES
RAILROADS _____
STATE ROADS _____
FEDERAL ROADS _____
AIR LINES _____

ACQUISITION
TOTAL ACRES ACQUIRED _____
FEE _____
PUBLIC DOMAIN WITHDRAWAL _____
USE PERMIT (OTHER THAN P. D.) _____
TRANSFER _____
LEASE _____
LESSER INTERESTS _____

DISPOSAL
TOTAL ACRES DISPOSED OF _____
SOLD _____
PUBLIC DOMAIN WITHDRAWAL _____
USE PERMIT (OTHER THAN P. D.) _____
TRANSFERRED _____
LEASES TERMINATED _____
LESSER INTERESTS TERMINATED _____
REASSIGNED _____
OTHER _____

LEGEND
RESERVATION LINE _____
RESERVATION LINE (OTHER THAN _____)
TRACT BOUNDARY LINE _____
TRACT NUMBER _____
CONTOUR LINE _____
DISPOSAL _____
EXTENDED OWNERSHIP LINE _____

SEE EXHIBIT "A" ANNEXED TO LAND DISPOSITION CONTRACT BETWEEN CAMBRIDGE REDEVELOPMENT AUTHORITY AND UNITED STATES OF AMERICA FOR RENDALL SQUARE URBAN RENEWAL AREA PROJECT, CAMBRIDGE, MASSACHUSETTS

U. S. ARMY ENGINEER DIVISION, NEW ENGLAND
CORPS OF ENGINEERS
WALTHAM, MASS.

REAL ESTATE
TRACT MAP
NATIONAL AERONAUTICS & SPACE ADMINISTRATION
ELECTRONICS RESEARCH CENTER
WALTHAM, MASS.

SAP 23 69 PM 2:25 219RE ***7.00

BK 11743 PG 100

m7
43434
D E E D

KNOW ALL MEN BY THESE PRESENTS that CAMBRIDGE REDEVELOPMENT AUTHORITY, a public body politic and corporate, duly established under the Massachusetts Housing Authority Law in the County of Middlesex, Commonwealth of Massachusetts (hereinafter referred to as the Grantor), for and in consideration of the sum of

One Hundred Ninety Thousand One Hundred Two Dollars (\$190,102.00), the receipt of which sum is hereby acknowledged by the Grantor, does hereby grant to the UNITED STATES OF AMERICA, and its assigns (hereinafter referred to as the Grantee), with QUITCLAIM COVENANTS, the following described land located in the City of Cambridge, County of Middlesex, Commonwealth of Massachusetts:

(1) A certain parcel of land bounded and described as follows:

Beginning at the intersection of the southerly line of Binney Street and the westerly line of Sixth Street; thence running South 09°32'02" West, a distance of 50.00 feet along said westerly line of Sixth Street to a point, and thence turning and running through land of the Grantor North 80°28'35" West, by a line which is 50.00 feet southerly from and parallel with the southerly line of Binney Street, a distance of 62.53 feet to the TRUE POINT OF BEGINNING of the herein described parcel of land, being the north-easterly corner of Tract No. 5 as shown on the Real Estate Tract Map hereinafter referred to;

thence running along the easterly boundary of Tract No. 5, South 09°30'53" West, a distance of 145.50 feet to a point;

thence turning and running through land of the Grantor northwesterly by a curve to the right having a radius of 375.06 feet a distance of 50.43 feet to a point;

thence running North 64° 48'45" West, a distance of 191.57 feet to a point;

thence running North 29°47'23" East, a distance of 88.97 feet to a point which is 50.00 feet distant southerly from and measured at right angles to the southerly line of Binney Street;

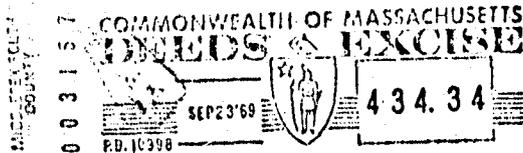
thence running South 80°28'35" East, by a line which is 50.00 feet southerly from and parallel with the southerly line of Binney Street, by land of the Grantor, a distance of 203.00 feet to the TRUE POINT OF BEGINNING.

Containing 25,825 square feet, more or less.

Said parcel is a part of the Tract referred to as Tract No. 5 on a Plan entitled, "Real Estate Tract Map, National Aeronautics and Space Administration, Electronics Research Center, Cambridge, Massachusetts" dated April 12, 1966, and revised April 29, 1966, May 4, 1966, May 24, 1966 and May 31, 1966, a copy of which was recorded in the Middlesex South District Registry of Deeds on June 14, 1966 as Plan #715 of 1966.

(2) A certain parcel of land bounded and described as follows:

Beginning at a point in the easterly line of Sixth Street, 50.00 feet distant southerly from and measured at right angles to the southerly line of Binney Street;



thence running South 80°28'35" East, by a line which is 50.00 feet southerly from and parallel with the southerly line of Binney Street, by land of the Grantor, a distance of 250.00 feet to a point at land of the United States, formerly land of the Grantor;

thence running South 09°32'02" West, by said land of the United States, a distance of 200.48 feet to a point in the southerly line of Munroe Street;

thence running North 80°27'42" West, a distance of 250.00 feet, along said southerly line of Munroe Street to a point in the easterly line of Sixth Street;

thence running North 80°27'42" West, a distance of 50.00 feet to a point in the westerly line of Sixth Street;

thence North 09°27'42" West, a distance of 51.26 feet, along said westerly line of Sixth Street, to a point;

thence by other land of the Grantor North 80°27'58" West, a distance of 10.66 feet to a point;

thence running northwesterly by a curve to the right having a radius of 375.06 feet, a distance of 52.04 feet to a point;

thence running North 09°30'53" East, a distance of 145.50 feet to a point which is 50.00 feet distant southerly from, and measured at right angles to the southerly line of Binney Street;

thence running South 80°28'35" East, by a line which is 50.00 feet southerly from and parallel with the southerly line of Binney Street, by land of the Grantor, a distance of 62.53 feet to a point in the westerly line of Binney Street;

thence running South 80°28'35" East, a distance of 50.00 feet to the point of beginning.

Containing 69,389 square feet, more or less.

Said parcel is a part of the Tract referred to as Tract No. 8 on said plan entitled, "Real Estate Tract Map, National Aeronautics and Space Administration, Electronics Research Center, Cambridge, Massachusetts," dated April 12, 1966, and revised April 29, 1966, May 4, 1966, May 24, 1966 and May 31, 1966. BOOK 11137
Page 315

Together with the right and easement to the Grantee, and its assigns, to pass and repass over the portions of land abutting the premises conveyed hereby and situated between said premises and Binney Street (said portions being parts of the Tracts shown on the Real Estate Tract Map herein referred to as Tract No. 5 (R-N) and Tract No. 8 (R-N), respectively, until such time as such portions may be required by the Grantor or the City of Cambridge for street widening purposes, such right and easement being, however, subject to the condition that the Grantee shall maintain such portions in reasonably attractive appearance and subject to the right, hereby reserved, of the Grantor, and its successors and assigns, to enter thereon and install, reinstall, maintain, repair, alter, use and remove underground utilities and other services, all as more specifically provided in the Land Disposition Contract hereinafter referred to.

(For title, see Order of Taking by the Grantor, dated May 4, 1967 and recorded in Middlesex South District Registry of Deeds, Book 11319, Page 398, and in the Land Registration Office as Document No. 443006; and Deed of Austin-Hastings Co. Inc. to the Grantor, dated September 7, 1967 and recorded in said Middlesex Registry of Deeds, Book 11389, Page 136).

The Grantee covenants and agrees, for itself and its assigns, that the Grantee and such assigns shall:

(a) devote the granted premises to, and only to and in accordance with, the uses specified in the Urban Renewal Plan of Cambridge Redevelopment Authority for the Kendall Square Urban Renewal Project, Project No. R-107, in the City of Cambridge, Massachusetts, a copy of which has been filed in the office of the City Clerk of the City of Cambridge (said Plan being hereinafter referred to as the "Urban Renewal Plan"), as the same may be amended from time to time;

(b) begin the building of its improvements on the granted premises within a reasonable time after conveyance;

(c) not dispose of any right under the Land Disposition Contract hereinafter referred to with respect to the granted premises, or any right, title or interest in any part of the granted premises, prior to the completion of the improvements thereon without the written consent of the Grantor; and

(d) not discriminate upon the basis of race, color, creed or national origin in the sale, lease, or rental, or in the use or occupancy of the granted premises, or any improvements erected or to be erected thereon, or any part thereof.

The covenants and agreements provided in the preceding paragraph shall be covenants running with the land and they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided herein, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by, the Grantor, its successors and assigns, the City of Cambridge, and the United States of America (in the case of the covenant and agreement provided in clause (d) of the preceding paragraph) against the Grantee and every successor in interest to the granted premises or any part thereof or any interest therein, and any party in possession or occupancy of the granted premises or any part thereof, provided, however, that the covenants and agreements provided in clauses (a), (b) and (c) of said preceding paragraph shall remain in effect until October 7, 1995 (at which time such covenants and agreements shall terminate) and those provided in clause (d) shall remain in effect until October 7, 2065. In amplification, and not in restriction, of the foregoing provisions, it is intended and agreed that the Grantor, its successors and assigns, and the City of Cambridge, shall each be deemed a beneficiary of the covenants and agreements provided in the preceding paragraph, and the United States of America shall be deemed a beneficiary of the covenants and agreement provided in clause (d), both for and in their or its own right and also for the purpose of protecting the interests of the community and any other parties, public or private, in whose favor or for whose benefit such

covenants and agreements have been provided. Such covenants and agreements shall run in favor of the Grantor, its successors and assigns, the City of Cambridge, and the United States of America, for the entire period during which such covenants and agreements shall be in force and effect, without regard to whether the Grantor, its successors and assigns, or the City of Cambridge or the United States of America has been, is or remains the owner of any land or interest therein to, or in favor of, which such covenants and agreements relate. The Grantor, its successors and assigns (or, in the case of its failure, refusal or dissolution, then the City of Cambridge), shall have the right, in the event of any breach of any such covenant or agreement, and the United States of America shall have the right in the event of any breach of the covenant or agreement provided in clause (d) of the preceding paragraph, to exercise all the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach of covenant or agreement, to which it or any other beneficiaries of such covenant or agreement may be entitled.

This conveyance is made subject also to the additional agreements of the Grantee with respect to the granted premises and the terms and conditions set forth in a Land Disposition Contract, dated June 13, 1966, between the Grantor and the Grantee for the sale and redevelopment of the granted premises, recorded in the Middlesex South District Registry of Deeds, Book 11137, Page 135, and filed as Document No. 433534 in the Land Registration Office of said District.

This conveyance is free of and without any right on the part of the Grantor of reentry or reverter for condition broken.

WITNESS the execution hereof under seal as of the 23rd day of September, 1969.

 ATTEST
Robert M. Rowland
Robert M. Rowland
Executive Director and
Secretary

CAMBRIDGE REDEVELOPMENT AUTHORITY

By P. R. Corcoran
P. R. Corcoran
Chairman

UNITED STATES OF AMERICA
acting by and through
NATIONAL AERONAUTICS AND SPACE
ADMINISTRATION

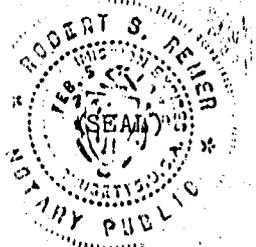
By James C. Elms
(Name) James C. Elms
(Title) Director
Electronics Research Center

COMMONWEALTH OF MASSACHUSETTS September 23, 1969

Middlesex, ss.

September 23, 1969

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

 ROBERT S. REISER
NOTARY PUBLIC

Robert S. Reiser
Notary Public
My Commission Expires: 2/1/76

MAY -1-69 PH 3:35 318RE**7.00

BK 11672 PG 624

PA

DEED

KNOW ALL MEN BY THESE PRESENTS THAT CAMBRIDGE REDEVELOPMENT AUTHORITY, a public body politic and corporate, duly established under the Massachusetts Housing Authority Law in the County of Middlesex, Commonwealth of Massachusetts (hereinafter referred to as the Grantor), for and in consideration of the sum of Twenty Thousand Forty-Eight Dollars (\$20,048), the receipt of which sum is hereby acknowledged by the Grantor, does hereby grant to the UNITED STATES OF AMERICA, and its assigns (hereinafter referred to as the Grantee), with QUITCLAIM COVENANTS, the following described land:

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

Beginning at the intersection of the northerly line of Munroe Street and the westerly boundary of Tract No. 2A as shown on the Real Estate Tract Map hereinafter referred to; thence running northeasterly by said westerly boundary of said Tract No. 2A, a distance of 150.48 feet, to a point which is 50.00 feet distant southerly from and measured at right angles to the southerly line of Binney Street; thence running North 80° 28' 35" West, by a line which is 50.00 feet southerly from and parallel with the southerly line of Binney Street, a distance of 50.00 feet; thence running southwesterly by a line which is 50.00 feet northwesterly from and parallel with said westerly boundary of said Tract No. 2A, a distance of 200.48 feet to a point on the southerly line of Munroe Street; thence running southeasterly by said southerly line of Munroe Street, a distance of 50.00 feet; thence running northeasterly, a distance of 50.00 feet to the point of beginning.

Containing 10,024 square feet, more or less.

Together with the right and easement to the Grantee, and its assigns, to pass and repass over the portion of land abutting the premises conveyed hereby and situated between said premises and Binney Street (said portion being a part of the Tract shown on the Real Estate Tract Map hereinafter referred to as Tract No. 8(R-N) until such time as such portion may be required by the Grantor or the City of Cambridge for street widening purposes, such right and easement being, however, subject to the condition that the Grantee shall maintain such portion in reasonably attractive appearance and subject to the right, hereby reserved, of the Grantor, and its successors and assigns, to enter thereon and install, reinstall, maintain, repair, alter, use and remove underground utilities and other services, all as more specifically provided in the Land Disposition Contract hereinafter referred to.

(For title, see Deed of Austin-Hastings Co. Inc. to the Grantor, dated September 7, 1967 and recorded in Middlesex Registry of Deeds, South District, Book 11389, Page 136).

5-1-69
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Said premises are a part of the Tract referred to as Tract No. 8 on a Plan entitled, "Real Estate Tract Map, National Aeronautics and Space Administration, Electronics Research Center, Cambridge, Massachusetts", dated April 12, 1966, and revised April 29, 1966, May 4, 1966, May 24, 1966 and May 31, 1966, a copy of which was recorded in the Middlesex South District Registry of Deeds on June 14, 1966 as Plan #715 of 1966.

BOOK 11137 Page 315

The Grantee covenants and agrees, for itself and its assigns, that the Grantee and such assigns shall:

(a) Devote the granted premises to, and only to and in accordance with, the uses specified in the Urban Renewal Plan of Cambridge Redevelopment Authority for the Kendall Square Urban Renewal Project, Project No. R-107, in the City of Cambridge, Massachusetts, a copy of which has been filed in the office of the City Clerk of the City of Cambridge (said Plan being hereinafter referred to as the "Urban Renewal Plan"), as the same may be amended from time to time;

(b) Begin the building of its improvements on the granted premises within a reasonable time after conveyance;

(c) Not dispose of any right under the Land Disposition Contract hereinafter referred to with respect to the granted premises, or any right, title or interest in any part of the granted premises, prior to the completion of the improvements thereon without the written consent of the Grantor; and

(d) Not discriminate upon the basis of race, color, creed or national origin in the sale, lease or rental, or in the use or occupancy of the granted premises, or any improvements erected or to be erected thereon, or any part thereof.

The covenants and agreements provided in the preceding paragraph shall be covenants running with the land and they shall in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided herein, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by, the Grantor, its successors and assigns, the City of Cambridge, and the United States of America (in the case of the covenant and agreement provided in clause (d) of the preceding paragraph), against the Grantee and every successor in interest to the granted premises or any part thereof or any interest therein, and any party in possession or occupancy of the granted premises or any part thereof, provided, however, that the covenants and agreements provided in clauses (a), (b) and (c) of said preceding paragraph shall remain in effect until October 7, 1995 (at which time such covenants and agreements shall terminate) and those provided in clause (d) shall remain in effect until October 7, 2065. In amplification, and not in restriction, of the foregoing provisions, it is intended and agreed that the Grantor, its successors and assigns, and the City of Cambridge, shall each be deemed a beneficiary of the covenants and agreements provided in the preceding paragraph, and the United States of America shall be deemed a beneficiary of the covenant and agreement provided in clause (d), both for and in their or its own right and also for

the purpose of protecting the interests of the community and any other parties, public or private, in whose favor or for whose benefit such covenants and agreements have been provided. Such covenants and agreements shall run in favor of the Grantor, its successors and assigns, the City of Cambridge, and the United States of America, for the entire period during which such covenants and agreements shall be in force and effect, without regard to whether the Grantor, its successors and assigns, or the City of Cambridge or the United States of America has been is or remains the owner of any land or interest therein to, or in favor of, which such covenants and agreements relate. The Grantor, its successors and assigns (or, in the case of its failure, refusal or dissolution, then the City of Cambridge), shall have the right, in the event of any breach of any such covenant or agreement, and the United States of America shall have the right in the event of any breach of the covenant or agreement provided in clause (d) of the preceding paragraph, to exercise all the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach of covenant or agreement, to which it or any other beneficiaries of such covenant or agreement may be entitled.

This conveyance is made subject also to the additional agreements of the Grantee with respect to the granted premises and the terms and conditions set forth in a Land Disposition Contract, dated June 13, 1966, between the Grantor and the Grantee for the sale and redevelopment of the granted premises, recorded in the Middlesex South District Registry of Deeds, Book 11137, Page 315, and filed as Document No. 433534 in the Land Registration Office of said District.

This conveyance is free of and without any right on the part of the Grantor of reentry or reverter for condition broken.

WITNESS the execution hereof under seal as of the

February 13, 1969.



CAMBRIDGE REDEVELOPMENT AUTHORITY

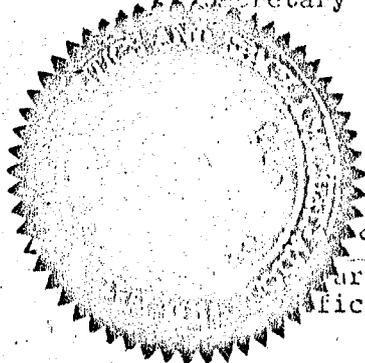
By P.R. Concoran

Chairman

Robert F. Rowland
Robert F. Rowland
Executive Director and
Secretary

UNITED STATES OF AMERICA
acting by and through
NATIONAL AERONAUTICS AND
SPACE ADMINISTRATION

ATTEST:



Edward U. O'Donnell
Edward U. O'Donnell
Office of Chief Counsel

By James C. Elms
(Name)

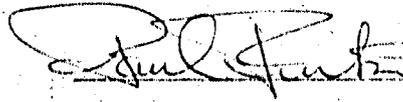
(Title) James C. Elms
Director
Electronics Research Center
May 1, 1969

COMMONWEALTH OF MASSACHUSETTS

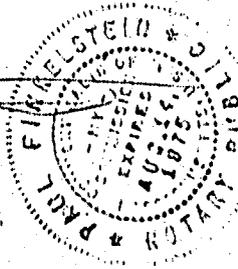
Middlesex, ss.

FEB 13, 1969

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



Notary Public
My commission expires:



ML-7-76 PM 112 169E**1200

BK 13011 PG 258

R 13

DEED

KNOW ALL MEN BY THESE PRESENTS that CAMBRIDGE REDEVELOPMENT AUTHORITY, a public body politic and corporate, duly established under the Massachusetts General Laws in the County of Middlesex, Commonwealth of Massachusetts (hereinafter referred to as the Grantor), for and in consideration of the conveyance from the United States of America to Grantor by deed of even date hereof of two parcels of land more particularly described in said deed, less the sum of \$57,000 paid by the Grantor to the Grantee simultaneously with the delivery of such deed, does hereby grant to the UNITED STATES OF AMERICA, and its assigns (hereinafter referred to as the Grantee), with QUITCLAIM COVENANTS, the following described land located in the City of Cambridge, County of Middlesex, Commonwealth of Massachusetts:

TRACT 3B Indent

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

Beginning at a point on the easterly line of former Sixth Street 145.76 feet South 29°31'14" West from the intersection of said easterly line of former Sixth Street and the southerly line of former Potter Street;

Thence running by other land of the Grantee, South 60°30'18" East, a distance of 71.55 feet;

Thence running by said other land of the Grantee, South 29°29'42" West, a distance of 96.50 feet;

Thence running by said other land of the Grantee, North 60°30'18" West, a distance of 71.59 feet, to a point on said easterly line of former Sixth Street; and

Thence running North 29°31'14" East, a distance of approximately 96.50 feet, along said easterly line of former Sixth Street, to a point of beginning.

Containing 6,907 square feet, more or less, as shown on the plan hereinafter referred to.

For title reference, see Order of Taking by the Grantor, dated February 4, 1966 and recorded in Middlesex Registry of Deeds, Southern District, in Book 11044, Page 001.

Said premises are referred to as Tract No. 3B Indent, and are shown as a portion of Tract No. 3A on a plan entitled, "Real Estate Tract Map, National Aeronautics and Space Administration, Electronics Research Center, Cambridge, Massachusetts," dated April 12, 1966, and revised April 29, 1966, May 4, 1966, May 24, 1966 and May 31, 1966, recorded with the Middlesex South District Registry of Deeds as Plan No. 715 of 1966 in Book 11136 Page 315.

TRACT NO. 10

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

Beginning at a point on the southerly line of Potter Street at the northeasterly corner of other land of the Grantor referred to as Tract No. 2B on the Real Estate Tract Map hereinafter referred to;

Thence running South 60°31'14" East, a distance of 160.81 feet, along the southerly line of Potter Street, to a point;

Thence running Southwesterly, a distance of 166.55 feet, to a point on the northerly line of the former Broad Canal;

Thence running Northwesterly by said other land of the Grantee, a distance of 167.88 feet, along the northerly line of the former Broad Canal; and

Thence running Northeasterly by said other land of the Grantee, a distance of 169.10 feet; to the point of beginning.

Containing 27,572 square feet, more or less, as shown on the plan hereinafter referred to.

Together with the right and easement to the Grantee, and its assigns, to pass and repass over the portion of land abutting the premises conveyed hereby and situated between said premises and Third Street (said portion being shown on the Real Estate Tract Map hereinafter referred to as Tract No. 10(R-E), until such time as such portion may be required by the Grantor or the City of Cambridge for street widening purposes, such right and easement being, however, subject to the condition that the Grantee shall maintain such portion in reasonably attractive appearance and subject to the right, hereby reserved, of the Grantor, and its successors and assigns, to enter thereon and install, reinstall, maintain, repair, alter, use and remove underground utilities and other services, all as more specifically provided in the Land Disposition Contract hereinafter referred to.

Subject to an easement reserved by the Grantor for itself, its successors and assigns, to install, reinstall, maintain, repair, alter, use and remove underground utilities and other services along a strip eighteen (18) feet wide at the easterly boundary of the above-described premises conveyed hereby.

Being a portion of the premises conveyed to the Grantor by deed dated January 12, 1970 and recorded with Middlesex Registry of Deeds, Southern District, in Book 11790, Page 101.

Said premises are referred to as Tract No. 10 on a plan entitled, "Real Estate Tract Map, National Aeronautics and Space Administration, Electronics Research Center, Cambridge, Massachusetts," dated April 12, 1966, and revised April 29, 1966, May 4, 1966, May 24, 1966 and May 31, 1966 and recorded with Middlesex Registry of Deeds, South District as Plan No. 715 of 1966 in Book 11137, Page 315.

The Grantee covenants and agrees, for itself and its assigns, that the Grantee and such assigns shall:

- (a) devote the granted premises to, and only to and in accordance with, the uses specified in the Urban Renewal Plan of Cambridge Redevelopment Authority for the Kendall Square Urban Renewal Project, Project No.

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R-107, in the City of Cambridge, Massachusetts, a copy of which has been filed in the office of the City Clerk of the City of Cambridge (said Plan being hereinafter referred to as the "Urban Renewal Plan"), as the same may be amended from time to time; and

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

The covenants and agreements provided in the preceding paragraph shall be covenants running with the land and they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided herein, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by, the Grantor, its successors and assigns, the City of Cambridge, and the United States of America (in the case of the covenant and agreement provided in clause (b) of the preceding paragraph) against the Grantee and every successor in interest to the granted premises or any part thereof or any interest therein, and any party in possession or occupancy of the granted premises or any part thereof, provided, however, that the covenants and agreements provided in clause (a) of said preceding paragraph shall remain in effect until October 7, 1995 (at which time such covenants and agreements shall terminate) and those provided in clause (b) shall remain in effect until October 7, 2065. In amplification, and not in restriction, of the foregoing provisions, it is intended and agreed that the Grantor, its successors and assigns, and the City of Cambridge, shall each be deemed a beneficiary of the covenants and agreements provided in the preceding paragraph, and the United States of America shall be deemed a beneficiary of the covenant and agreement provided in clause (b), both for and in their or its own right and also for the purpose of protecting the interests of the community and any other parties, public or private, in whose favor or for whose benefit such covenants and agreements have been provided. Such covenants and agreements shall run in favor of the Grantor, its successors and assigns, the City of Cambridge, and the United States of America, for the entire period during which such covenants and agreements shall be in force and effect, without regard to whether the Grantor, its successors and assigns, or the City of Cambridge or the United States of America has been, is or remains the owner of any land or interest therein to, or in favor of, which such covenants and agreements relate. The Grantor, its successors and assigns (or, in the case of its failure, refusal or dissolution, then the City of Cambridge), shall have the right, in the event of any breach of any such covenant or agreement, and the United States of America shall have the right in the event of any breach of the covenant or agreement provided in clause (b) of the preceding paragraph, to exercise all the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach of covenant or agreement, to which it or any other beneficiaries of such covenant or agreement may be entitled.

It is understood and agreed that: (a) the granted premises shall be used by the Grantee for governmental purposes in accordance with the Urban Renewal Plan, as the same may be amended from time to time, and with the provisions of 42 U.S.C. 1455(b), and (b) upon the termination by the Grantee of

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BK11790 PG101

We, Adrian J. Broggin, William C. Rousseau and Robert E. Siegfried Trustees of Cambridge Enterprises, a trust with transferable shares created by a Declaration of Trust dated December 16, 1966 recorded with Middlesex South District Deeds Book 11268, Page 42

~~EXECUTOR under the WILL of - ADMINISTRATOR of the ESTATE of - TRUSTEE of - GUARDIAN of - CONSERVATOR of - RECEIVER of the ESTATE of - (FIDUCIARY of) - COMMISSIONER~~

by power conferred by the provisions of said Declaration of Trust

and every other power, for Five Hundred Eighty-Nine Thousand (\$589,000.) Dollars paid, grant to Cambridge Redevelopment Authority, a public body politic and corporate, organized and existing pursuant to the laws of the Commonwealth of Massachusetts and situated at 336 Main Street Cambridge, Massachusetts

A certain parcel of land in Cambridge now numbered 363 on Third Street and 6 to 8 on Potter Street, bounded:

- EASTERLY by said Third Street, one hundred sixty-six and 91/100 (166.91) feet;
- SOUTHERLY by Broad Canal, two hundred and 22/100 (200.22) feet;
- WESTERLY by land now or late of Warren Brothers Road Company, one hundred sixty-nine and 10/100 (169.10) feet; and
- NORTHERLY by said Potter Street, one hundred eighty-two and 97/100 (182.97) feet.

Said premises are shown as Lot A on a plan dated December 17, 1956, by Edward F. Carney, Reg. Engineer and Surveyor, recorded with Middlesex South District Deeds as Plan No. 18 of 1957, in Book 8885, Page 397, and contain according to said plan 32,298 square feet. Said premises are also shown as Lots D and G on a plan dated October 17, 1958, by said Edward F. Carney, Reg. Engineer, recorded with said Deeds as Plan No. 1396 of 1958, in Book 9253 and.

Being the same premises as the first parcel described in the deed from The Badger Company, Inc. recorded with said Deeds Book 11355, Page 722.



Witness my hand and seal this 12th day of JANUARY 1970

CAMBRIDGE ENTERPRISES
By Robert E. Siegfried
Trustee

The Commonwealth of Massachusetts

Middlesex ss. January 12, 1970

Then personally appeared the above-named Robert E. Siegfried as such Trustee and acknowledged the foregoing instrument to be his free act and deed, before me

Benjamin T. Wright
Notary Public - Cambridge, Massachusetts
My commission expires May 9, 1978



BK 11355 PG 722

RE 13-67 AK 10330 DEGRE **10.50

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KNOW ALL MEN BY THESE PRESENTS

That THE BADGER COMPANY, INC., a Massachusetts corporation, (called "Badger Manufacturing Company" prior to the adoption of its present name by Articles of Amendment effective on April 20, 1962) FOR CONSIDERATION PAID, hereby GRANTS unto ADRIAN J. BROGGINI, WILLIAM C. ROUSSEAU, and JOHN C. STARR, Trustees of Cambridge Enterprises under Declaration of Trust dated December 16, 1966, and recorded with Middlesex South District Deeds, Book 11268, Page 42, with quitclaim covenants, three certain parcels of land with the buildings thereon situated in the City of Cambridge, County of Middlesex and Commonwealth of Massachusetts, bounded and described as follows:

FIRST PARCEL:

Now numbered 363 on Third Street and 6 to 8 on Potter Street, bounded:

EASTERLY by said Third Street, one hundred sixty-six and 91/100 (166.91) feet;

SOUTHERLY by Broad Canal, two hundred and 22/100 (200.22) feet;

WESTERLY by land now or late of Warren Brothers Roads Company, one hundred sixty-nine and 10/100 (169.10) feet; and

NORTHERLY by said Potter Street, one hundred eighty-two and 97/100 (182.97) feet.

Said premises are shown as Lot A on a plan dated December 17, 1956, by Edward F. Carney, Reg. Engineer and Surveyor, recorded with Middlesex South District Deeds as Plan No. 18 of 1957, in Book 8885, Page 397, and contain according to said plan 32,298 square feet. Said premises are also shown as Lots D and C on a plan dated October 17, 1958, by said Edward F. Carney, Reg. Engineer, recorded with said Deeds as Plan No. 1396 of 1958, in Book 9253 end.

Or however otherwise said premises may be bounded or described and be any or all of said measurements or contents more or less, being the same premises conveyed to the grantor by David Sawyer and Joseph Sawyer, doing business under the name D & J Investment Co., by deed dated January 3, 1961, and recorded with said Deeds, Book 9740, Page 90.

BOOK 11355 P 143

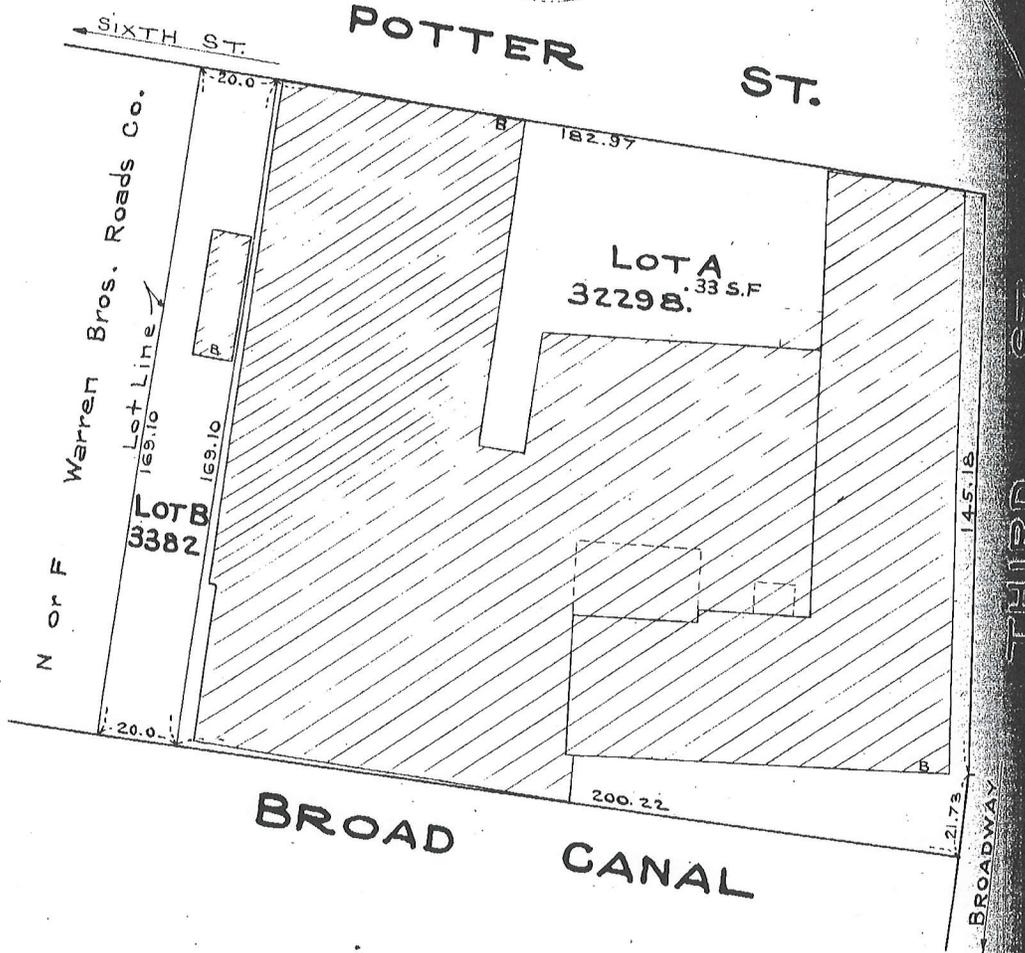
Sub-Division of Land
in

CAMBRIDGE, MASS

Scale 1"=20' Dec. 17, 1956

Edward F. Carney Reg. Engineer & Surveyor
36 Orchard St Cambridge Mass

(Original on file.)
(Scale of this plan: 1 in. = 30 ft.)



Middlesex Registry of Deeds, So. In.
CAMBRIDGE, MASS.
Plan Number 18
Rec'd. Jan. 8, 1957, at 9 h 36 m
with Deed
David Sawyer et al
Warren Bros. Roads Co.
Recorded, Book 8885 Page 387
Attest William B. Bailey

SEE PLAN FOR 2010 BOUNDARY LINE 0.97