LAND DISPOSITION AGREEMENT

for

RELOCATION HOUSING UNDER SECTION 221(d)(3) OF NATIONAL HOUSING ACT

by and between

BOSTON REDEVELOPMENT AUTHORITY

and

CHARLESVIEW, INC.

PARCEL R-1

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(ii)
THIS AGREEMENT, made and entered into the 47th day of November, 1969, by and between BOSTON REDEVELOPMENT AUTHORITY and CHARLESVIEW, INC.

WITNESSETH THAT the parties hereto have agreed as follows:

ARTICLE I
DEFINITIONS

Section 101: Defined Terms

For the purpose of this Agreement, the following terms shall have the meanings, respectively, ascribed to them below:

(a) "City" shall mean the City of Boston, Massachusetts.

(b) "Authority" shall mean the Boston Redevelopment Authority, a public body, politic and corporate, created pursuant to Chapter 121, Section 2600 of the Massachusetts General Laws (Ter.Ed.), as amended, and shall include any successor in interest, whether by act of a party to this Agreement or by operation of law or otherwise.

(c) "Redeveloper" shall mean CHARLESVIEW, INC., a corporation formed and existing pursuant to Chapter 121A of the Massachusetts General Laws (Ter.Ed.), as amended, and having a place of business in the City of Boston, Commonwealth of Massachusetts, and shall include any successor in interest or assign, whether by act of a party to this Agreement or by operation of law or otherwise; but shall not mean mortgagees or holders of building loan agreements.

(d) The "Property" refers to Parcel R-1 in the North Harvard Urban Renewal Project Area, and shall mean that property described in Exhibit A attached hereto and made a part hereof and shown on a map entitled: "Plan of Land in Boston, Delivery Parcel R-1 of North Harvard Urban Renewal Area, Project No. Mass. R-54", dated October 31, 1969 prepared by Boysiea Engineering Associates, Inc., which map is attached hereto and made a part hereof as Exhibit B, together with the fee to the centerline of all public streets abutting the Property proposed or existing.
(e) "Plan" shall mean the North Harvard Urban Renewal Plan adopted by the Authority on September 26, 1962, and approved by the city council of the City of Boston on December 27, 1962, and as it may be amended in accordance with the provisions therein contained, and a copy of which as amended to the date hereof has been marked Exhibit I and delivered to the redeveloper, and is made a part hereof. The "term of the plan" shall mean a period of forty years from and after December 27, 1962.

(f) "Schematic Design" shall consist of the following documents:

1) Site Plan at any appropriate scale (1"=100' and 1"=40' are preferred scales); emphasizing general relationships of proposed and existing buildings, walls and open space, including that mutually defined by buildings on adjacent parcels and across streets. The general location of walks, driveways, parking, service areas, roads and major landscape features in addition to the buildings should be shown. Pedestrian and vehicular flow through the parcel and to adjacent areas shall be shown. Where relevant, site sections showing height relationships with proposed and adjacent buildings shall be provided.

2) Building plans, elevations, and sections at any appropriate scale, showing organization of functions and spaces. These drawings need not be more detailed than sufficient to indicate general architectural character and proposed finish materials.

3) Study model at 1"=100' (minimum is suggested, and may be required. However, this is not a presentation model such as that mentioned in 101(h) above. Adjacent buildings, streets, and buildings across streets should be included.
4) All sketches, diagrams, and other materials relevant to the proposal which were used by the architect during his initial study and which will help clarify the architect's problem and his solution to it.

5) Written statement of proposal including: Tentative number of living units; type of building (row house, elevator apartment; etc.); size distribution of units (by number of bedrooms); number of parking spaces; community or supporting facilities provided; principal building materials; estimated rents, or carrying charges.

6) Proposed time schedule for the following submissions and estimated construction time.

g) "Design Development" shall consist of the following documents:

1) Site Plan development of 101(f)(1) above @ 1"=40' minimum (or as determined after approval of Schematic Design). Phasing possibilities, if any, shall be shown. Proposed site grading, including typical existing and proposed grades at parcel lines shall be shown. Those areas of the site proposed to be developed "by others" or easements to be provided for others shall be clearly indicated. All dimensions which may become critical from the point of view of zoning shall be indicated. Adjacent buildings, streets and buildings across streets must be indicated.

2) Site sections at 1"=40' (minimum) showing vertical relationships in addition to those shown above.

3) Building plans, elevations, and sections developed from those of 101(f)(2) above, and in addition, plans and elevations of each living unit @ 1"=10'.

4) Study model, development of 101(f)(3) above, @ 1"=100' (minimum).

5) Written statement of proposal including: number of living units; type of building (row house, elevator apartment; etc.); size distribution of units (by number of bedrooms); number of parking spaces; community or supporting facilities provided; structural system and principal building materials; estimated costs, rents and operating expenses.
7) Time schedule for the following submission. This submission may correspond to the Required Application Exhibits for Federal Housing Authority Mortgage. A copy of Federal Housing Authority Application for Mortgage Insurance, Form 2013, and tentative Outline Specifications, Form 2435, should be included in this submission.

(h) "Preliminary Working Drawings and Outline Specifications" shall comprise the following documents:

1) Site Plan(s) developed in sufficient detail to describe the character and scope of the proposal completely. Without limiting the generality of this requirement, the site plan shall indicate in addition to that required in 101(f)(1) and 101(g)(1) above, all landscaping and site development details including walls, fences, planting, outdoor lighting, street furniture, and ground surface, materials; bounding streets, points of vehicular and pedestrian access; number and type of parking facilities; utility lines and connections; existing and proposed grading and drainage; indication of proposed new paving, planting and lighting to be done by the City, existing and proposed right-of-way development and/or easements to remain. Work to be done by others should be fully described and the responsible party properly identified.

2) Building plans (including the roof) elevations, and sections in greater detail than required in 101(g)(3) above, developed in sufficient detail and at large enough scale to show all materials and assemblies comprising the buildings. All exposed mechanical equipment and vents should appear on elevations and roof plans.

3) Outline Specifications for materials and methods of construction.

4) Eye-level perspective sketches and/or model showing architectural and Urban Design character of the proposed project. A rendered site plan showing all adjacent proposed and existing structures and streets must be submitted. All sketches, models and other presentation materials must be an accurate representation of the proposal.

5) Expanded statement of Design Development, 101(y)(5) above, including the following: major building dimensions and gross area of buildings, size of each unit in square feet, floor area ratio, usable open space per unit; proposed division of work between the developer and public agencies; proposed financial plan. Where variances, waivers or deviations from existing City, State, or Federal regulations are proposed, they shall be listed and progress toward obtaining such variances shall be stated.
6) Time schedule for the following submission.

This submission should correspond to the Federal Housing Authority Required Exhibit of preliminary Working Drawings. A copy of Form 2013 and Form 2435 (Outline Specifications) should be included in this submission.

(i) "Final Work Drawings and Specifications" shall comprise the following documents:

1) Complete site plans for the final parcel development to working drawing level of detail. These drawings, upon approval, will serve as a basic coordination drawing indicating scope of work and responsibilities to be performed by others.

2) Complete working drawings and specifications ready for bidding.

3) Statement of proposal, indicating differences, if any, from 101(h)(5) above.

4) Time Schedule for construction of this project.

5) Detailed financial plan including costs, rents, and operation.

(j) "Improvements" shall mean the buildings and landscaping to be constructed by the Redeveloper pursuant to the approved Final Working Drawings and Specifications.

(k) "Parcel" shall mean that portion of the Property which is conveyed or to be conveyed by means of a separate deed or upon which a separate improvement is to be constructed.

(l) "Architect" shall mean the firm of PARD Team Associates, 9 Union Street, Boston, Massachusetts, 02110, acting pursuant to a contract for architectural services with respect to the improvements to be erected on the Property, a copy of which contract has been deposited with the Authority, or such firm or contract as shall be substituted by the Redeveloper with the prior written consent of the Authority, provided, however, that all such contractual agreements shall be in the form of the architect's agreement required by the Federal Housing Administration (as hereinafter defined and referred to as the FHA).
(m) "Chapter 121A" shall mean Massachusetts General Laws
(Ter.Ed.) Chapter 121A, as from time to time amended and, to the
(n) "Section 221(d)(3)" shall mean Section 221(d)(3) of the
National Housing Act, as from time to time amended.
(o) "HUD" shall mean the Department of Housing and Urban
Development or any duly authorized representative thereof.
(p) "FHIA" shall mean the Commissioner of the Federal Housing
Administration of the United States of America, or any officer duly
authorized to act in his behalf.
(q) "Director" shall mean the Director of the Boston
Redevelopment Authority, or any officer duly authorized to act
in his behalf.

ARTICLE II
TRANSFER OF THE PROPERTY AND PAYMENT THEREFOR

Section 201: Covenant of Sale

Subject to all the terms, covenants and conditions of this
Agreement, the Authority covenants and agrees to sell and convey
and the Redeveloper covenants and agrees to purchase the Property.

Section 202: Condition of Land to be Conveyed

(a) The Authority agrees that, at the time of sale and con-
vveyance and delivery of possession of the Property, it shall be free
and clear of all buildings, structures and Improvements except
streets, sidewalks, and walls and foundations below the surface,
and all cellar holes and excavations shall be filled to the level
of the surrounding ground in good and workmanlike manner. Existing
trees to the extent possible will be preserved. The Property shall be
uniformly graded and left free of mounds and depressions and the
finished surface shall be rough graded so as to conform approximately
to the street elevations of the area as they now exist. Nothing
herein shall be construed to require the Authority to undertake to
remove by blasting or in any other manner any natural outcroppings
or deposit of rock which may be on the Property.

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Sec. 202 (Cont.)

(b) The Authority agrees that it shall, without expense to the Redeveloper or public assessment against the property, provide or cause to be provided the street improvements called for in the plan, in such manner as to reasonably integrate the completion of such street improvements with the completion of improvements to be built on the property by the Redeveloper and the public utility adjustments called for in the plan in a timely manner so as not to impede the construction of the improvements on the property.

(c) The Redeveloper agrees that upon the laying out, discontinuance, change in grade, or taking by the City of Boston of streets abutting or within the property, as shown on Exhibit B, no claim for damages by reason of such laying out, discontinuance, change in grade, or taking will be made by the Redeveloper.

Section 203: Deposit

No deposit shall be required by the Authority to be made by the Redeveloper for the performance of its obligations hereunder.

Section 204: Purchase Price and Payment Thereof

(a) The purchase price for the property shall be TWENTY THOUSAND Dollars ($20,000.00)

(b) The payment shall be in cash or certified check drawn to the order of the Authority.
Section 205: Time of Sale and Conveyance

The sale and conveyance and delivery of possession of the property and the purchase of the same by the Redeveloper shall take place simultaneously with FHA "initial closing" on insurance of the 221(d)(3) mortgage to be placed upon the property at a place to be agreed upon by the parties hereto. Unless otherwise agreed, such closing shall take place on November 4, 1969.

Section 206: Title and Instrument of Conveyance

(a) The sale and conveyance shall be quitclaim deed of good and marketable fee simple title free and clear of all liens and encumbrances, but subject to and with the benefit of all conditions, covenants and restrictions set forth or referred to in this Agreement and the Plan or in either thereof.

(b) The Authority shall promptly furnish the Redeveloper for examination and return to the Authority such abstracts of title as it shall have obtained during the course of its acquisition of the Property and have retained, together with copies of all Orders of Taking of the Authority with regard to said property. The Authority shall not be required to bring any such abstracts of title up to any later date than that shown on the abstractor's certificate accompanying the same, nor shall the Authority be required to furnish the Redeveloper with certified copies of any such Order of Taking.

Section 207: Federal Tax Stamps and Other Closing Costs

The Redeveloper shall pay the cost of any Federal or State documentary tax stamps which may be required, and the cost of recording the deed. This Agreement may be recorded by either the Authority or the Redeveloper (in either case at the Redeveloper's expense) with the consent of the other party, which consent shall not be unreasonably withheld.
Section 208: Adjustments

The Authority agrees that no taxes, charges, or assessments shall be due from the Redeveloper upon conveyance of the property.

Section 209: Conditions Precedent to Conveyance

The Authority shall not be obligated to make conveyance of the property unless and until the following events have all occurred:

(a) Final Working Drawings and Specifications for the Property have been submitted by the Redeveloper and approved by the Authority as provided in Section 302 hereof.

(b) The Redeveloper shall enter into a contract, satisfactory in form to the Authority, with a construction or building company under which such construction or building company shall have full and complete continuing responsibility to the Redeveloper for the construction of the Improvements as required herein, subject to mutual agreement between the Redeveloper and such firm with respect to the terms of such contract, and a copy of this contract shall be deposited with the Authority. The form of all such contracts for the construction of Improvements as prescribed by the FHA is satisfactory in form to the Authority.

(c) The Redeveloper has furnished the Authority with a performance and payment surety bond or other assurance of completion satisfactory in form to the Authority and to the FHA. The penal amount of this bond shall not be less than 10 per cent of the amount of the aforesaid construction contract.

(d) The Redeveloper has furnished evidence satisfactory to the Authority and to the FHA that the Redeveloper has the equity capital and commitments for mortgage financing adequate for the construction of the Improvements in accordance with said approved Final Working Drawings and Specifications and the construction contract.
(a) The Redeveloper agrees for itself, and its successors and assigns, and every successor in interest to the property, or any part thereof, and the Deed shall contain covenants on the part of the Redeveloper for itself, and its successors and assigns, that the Redeveloper, its successors and assigns shall:

(1) Devote the Property only to and in accordance with the uses specified in the Plan; and

(2) Give preference in the selection of tenants for dwelling units built on the Property to families displaced from the Project Area because of clearance and redevelopment activity, who desire to live in such dwelling units and will be able to pay rents or prices equal to rents or prices charged other families for similar or comparable dwelling units built as part of the same redevelopment, provided, however, that the terms of this Subparagraph (2) of Subsection 301(a) shall be subject to and not conflict with the occupancy requirements of Section 221(d)(3) of the National Housing Act; and
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 Property or any Improvements erected or to be erected thereon, or any part thereof.

(b) It is intended and agreed, and the Deed shall so expressly provide, that the covenants provided in subsection (a) of this Section shall be covenants running with the land binding to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by, the Authority, its successors and assigns, the City of Boston, and the United States, in the case of the covenant provided in subparagraph (3) of subsection (a), both for and in its or their own right and also to protect the interest of the community and other parties, public and private, in whose favor or for whose benefit the covenants have been provided, against the Redeveloper, its successors and assigns, and every successor in interest to the Property or any part thereof or any interest therein, and any party in possession or occupancy of the Property or any part thereof. It is further intended and agreed that the covenants provided in sub-paragraphs (1) and (2) of subsection (a) shall remain in effect for the term of the Plan, or until such date thereafter to which such term may be extended by proper amendment of the Plan. The covenant provided in sub-paragraph (3) of subsection (a) shall remain in effect until

November 4, 2009.

The terms "uses specified in the plan" and "land use" referring to provisions of the Plan, or similar language, in this Agreement shall include the land and all building, housing, and other requirements or restrictions of the Plan pertaining to such land.
(c) In order to effectuate the provisions of subparagraph (2) and (3) of subsection (a) of this Section and Section 308, the Redeveloper agrees to consult with the Authority with respect to its rental program, including preparation of advertising matter, brochures, leases, establishment of rental offices, and all aspects of said program which relate to or have an effect upon the selection of tenants, provided, however, that if the FHA shall succeed to the rights and interests of the Redeveloper, the provisions of this subsection 301(c) shall not apply to the FHA. The Redeveloper further agrees to inform the Authority by ten days' prior written notice thereof of its intention to permit initial occupancy of the Improvements built on the Property, and will not under any circumstances permit such occupancy without the prior written approval of the Authority. The Redeveloper shall not proceed with any such aspect of its rental program to which the Authority objects, and agrees to follow all reasonable suggestions of the Authority with respect thereto, provided, however, that the Authority shall not require the Redeveloper to take any action inconsistent with the terms of the Regulatory Agreement between the FHA and the Redeveloper.
The Redeveloper agrees for itself, its successors and assigns, that during construction and thereafter the Redeveloper, and its successors and assigns, shall include in all advertising for the sale or rental of the Property, a statement to the effect (a) that the Property is open to all persons without discrimination on the basis of race, color, creed, or national origin and (b) that there shall be no discrimination in public access and use of the property to the extent that it is open to the public.

Section 302: Improvements and Submission of Plans

(a) The Property shall be used for the construction of 212 dwelling units and appurtenant facilities to be built in accordance with the Final Working Drawings and Specifications and the applicable standards and controls of the Plan.

(b) The Final Working Drawings and Specifications have been approved by the Authority on July 31, 1969.

(c) As promptly as possible, and in any case prior to conveyance, the Redeveloper shall submit to the Authority for review and approval by the Authority, evidence satisfactory to the Authority that the Redeveloper has the equity capital and commitments for Section 221(d)(3) mortgage financing necessary for the construction of the Improvements in accordance with said approved Final Working Drawings and Specifications.

(d) The Redeveloper shall not apply for a building permit for the construction of the Improvements to be erected on the Property without the prior certification of the Authority that the work to be done or completed in accordance with the Final Working Drawings and Specifications approved by the Authority in accordance with the provisions of this Agreement. No work shall be done on the construction of the Improvements to be erected on the Property unless such work conforms in every respect with such approved Final Working Drawings and
Specifications, except and only to the extent that modifications thereof have been requested by the Redeveloper in writing and have been approved in writing by the Authority.

It is agreed that any and all change orders issued and implemented subsequent to approval by the Authority of Final Working Drawings and Specifications constitute a deviation from said approved Final Working Drawings and Specifications. The Redeveloper agrees that no such change order will be issued or implemented unless such change order shall have been submitted to and approved in writing by the Authority prior to its issuance or implementation.

In the event the Redeveloper shall fail to comply with the foregoing requirements, the Authority may, within a reasonable time after discovery thereof by the Authority, direct in writing that the Redeveloper so modify or reconstruct such portion or portions of the Improvements erected or being erected on the Property as are not in conformance with the approved Final Working Drawings and Specifications or any approved modifications thereof, or change order therefor as to bring them into conformance therewith. The Redeveloper shall promptly comply with such a directive.

(a) In submitting all plans and specifications to the Authority for its approval, the Redeveloper shall consider and take into account the planning and design objectives set forth in the Plan, and the Authority shall pursue such objectives in its review of and action upon the plans and Specifications so submitted.

(f) The Redeveloper shall not discharge the Architect without cause or hire new or additional architects or alter or amend the contract for architectural services between the Architect and the Redeveloper without in each instance obtaining the prior written consent of the Authority. All FHA requirements concerning the service of architects shall also be observed.
(g) No sign shall be erected or placed on the exterior of any building on the Property, nor on any portion of the Property which is not enclosed within a building, unless the character, location, design, size, shape, form and lighting of such sign shall have been approved by the Authority in writing. Without limiting in any way the scope of the Authority's review, no sign shall be approved which does not meet the following standards. Signs may only be erected or placed upon the ground floor street facade of each store or other individual use. No signs will be permitted on awnings or marquee, if any, nor on projections, if any, over the sidewalk. All signs shall be belt type. Flashing, illuminated signs, exposed neon signs or signs other than those relating to businesses on the site shall not be permitted.

Section 303: Time for Commencement and Completion of Construction

(a) The Redeveloper shall begin the construction of the Improvements on the Property in accordance with the approved Final Working Drawings and Specifications within fifteen (15) days after delivery of the Deed to and possession of the Property to the Redeveloper, and completion of site work by the Authority as stated in Section 202.
(b) The Redeveloper shall diligently prosecute to completion the construction of the Improvements on the Property and shall complete such construction by February 1, 1971, provided, however, that if a mortgage securing money loaned to finance the Improvements, or any part thereof, is insured by the Federal Housing Administration, then the completion time for construction of the Improvements shall be within the time specified in the applicable Building Loan Agreement approved by the Federal Housing Administration.

(c) The Redeveloper shall submit a detailed estimated progress schedule at the time construction is begun, in a format generally used in the construction of buildings. This schedule shall be resubmitted each month until the completion of the Improvements has been completed, with actual progress shown. This monthly submission shall be accompanied by a written report by the Redeveloper citing any adjustments to the progress forecast, analyzing the causes thereof, and, where applicable, noting corrective efforts. After the sale and conveyance and delivery of possession of the Property to the Redeveloper and during the period of the Plan, such work of the Redeveloper shall be subject to inspection by representatives of the Authority, of the City, and the United States of America, and the Authority shall notify the Redeveloper promptly of any defects observed by it.

(d) Prior to the sale and conveyance and delivery of possession of the Property, the Authority shall permit the Redeveloper access thereto, whenever and to the extent necessary to carry out the purposes of this Agreement.

(e) It is intended and agreed that the agreements and covenants contained in this Section 303 with respect to the beginning and completion of the Improvements on the Property shall be covenants running with the land. This subsection shall not,
Section 403: When Improvements Completed

The building of Improvements on The Property shall be deemed completed for the purposes of this Agreement when the Improvements required of the Redeveloper by the provisions of this Agreement, the approved Final Working Drawings and Specifications, and any approved modifications thereof, have been built and are ready for occupancy, and shall incontestably be deemed completed for the purposes of this Agreement upon the issuance of a Certificate of Completion by the Authority.

Promptly after completion of the Improvements in accordance with the provisions of this Agreement, the Authority will furnish the Redeveloper with an appropriate instrument so certifying. Such certification by the Authority shall be (and it shall be so provided in the Deed and in the certification itself) a conclusive determination of satisfaction and termination of the agreements and covenants in this Agreement and in the Deed with respect to the obligation of the Redeveloper and its successors and assigns, to construct the Improvements and the dates for the beginning and completion thereof.

Provided, that if there is upon the Property a mortgage insured, or held or owned, by the Federal Housing Administration and the Federal Housing Administration shall have determined that all buildings constituting a part of the Improvements and covered by such mortgage are, in fact, substantially completed in accordance with the construction plans and are ready for occupancy, then, in such event, the Authority and the Redeveloper shall accept the determination of the Federal Housing Administration as to such completion of the construction of the Improvements in accordance with the construction plans.
purpose of including such provisions in any construction contract, subcontract, or purchase order, as required hereby, the first three lines of this Section shall be changed to read: "During the performance of this Contract, the Contractor agrees as follows: ", and the term "Redeveloper" shall be changed to "Contractor".

Section 308: Preference to be Given to Displaced

The Redeveloper agrees to give preference in the selection of tenants for dwelling units built on the Property to displaced families in accordance with the following schedule of priorities; provided, however, that the priorities shall be subject to and not in conflict with the occupancy requirements of Section 221 (d)(3) of the National Housing Act, and provided further that such families are eligible for occupancy under applicable regulations of the FHA, and provided further that such families meet the financial capability and all other standards of the Redeveloper.

(a) To families displaced from the Project Area.

(b) To families displaced by other governmental activities.

In the event that the Redeveloper shall fail to grant preference to displaced site occupants in accordance with this Section, the Authority may institute such action and proceedings as may be necessary to effectuate the purpose of this Section, including suits to compel specific performance and payment of damages, expenses, and costs, including damages, expenses, and costs accruing to the displaced site occupant to whom such preference has been denied.

The Redeveloper further agrees to make available at least 30% of the dwelling units on the Property to the Boston Housing Authority for use in any available program of public rent supplementation assistance, including, but not limited to, the so-called leasing program under Section 10c or Section 23, as amended.
TRANSFER AND MORTGAGE OF REDEVELOPER'S INTEREST

Section 401: General Terms Relating to Transfer of Interest in Property by Redeveloper

(a) Prior to the completion of the construction of the Improvements, on the Property in accordance with Section 304 of this Agreement, no party owning ten per cent (10%) or more of the stock or other evidence of ownership, if any, of the Redeveloper (which term shall be deemed to include successors in interest of such stock) shall, transfer, or cause or suffer any transfer, except as involuntary transfer caused by the death or incapacity of any such party or except as provided in Section 402 hereof, to be made of any such stock or any interest therein without the written approval of the Authority; nor without such approval, shall there be any other similarly significant change in the ownership or in the relative distribution thereof or in the control of the Redeveloper or degree thereof, by any other methods or means such as increased capitalization, merger, corporate or other amendments, the issuance of additional or new stock or otherwise, whether done by the Redeveloper or any owner of stock. The Redeveloper, and its authorized representatives, represent that they have the authority of all of its existing stockholders to agree to this provision in their behalf. Until completion of the Improvements, the Redeveloper shall advise the Authority of any changes in stock ownership and shall in addition furnish the Authority with an up-to-date list of stockholders, if any, setting forth the amounts of stock owned by each stockholder.

(b) The Redeveloper agrees that it will not, prior to the completion of the construction of the Improvements on the property make, or suffer to be made, any assignment or any manner of transfer of its interest in the property or portion thereof or,
fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement, no transfer of, or change with respect to, ownership shall operate legally or practically, to deprive or limit the Authority of or with respect to any rights or remedies or controls provided in or resulting from this Agreement with respect to The Property and the construction of the Improvements that the Authority would have, had there been no such transfer or change. Therefore, in the absence of a specific written agreement by the Authority to the contrary, no such transfer or approval thereof by the Authority shall be deemed to relieve the Redeveloper or any other party bound in any way by this Agreement or otherwise with respect to the construction of the Improvements, from any of its obligations with respect thereto.

(3) Any consideration obtained by the Redeveloper from the transferee or transferees in excess of an amount representing the actual cost to the Redeveloper of the Property transferred or interest transferred, including the cost of any Improvements made thereon and carrying charges, shall be paid over to the Authority.

(4) There has been submitted to the Authority for review, and the Authority has approved, all instruments and other legal documents involved in effecting transfer.

(5) The Redeveloper and its transferees or transferees shall comply with such other conditions as the Authority may find desirable in order to achieve and safeguard the purposes of the Massachusetts Housing Authority Law, Chapter 121A, if applicable, and the Plan.
(c) After the completion of the improvements, as certified by the Authority, the Redeveloper may assign or otherwise transfer any portion of the Property, or the Redeveloper's interest therein, to the extent permitted by and subject to the provisions of Chapter 121A, if applicable, and the provisions of Section 221(d)(3) of the National Housing Act, as amended.

Section 402: Mortgage of Property by the Redeveloper

Notwithstanding any other provisions of this Agreement, but subject to Chapter 121A and the application thereunder, if applicable, the Redeveloper shall at all times have the right to encumber, pledge, or convey its rights, title and interest in and to the Property, or any portion or portions thereof, and stockholders of the Redeveloper, if any, shall have at all times the right to encumber their stock, by way of bona fide mortgage to secure the payment of any loan or loans obtained by the Redeveloper to finance the development, construction, repair or reconstruction of any of the improvements required to be constructed by the Redeveloper on the Property by the Plan and this Agreement, or to refinance any outstanding loan or loans therefor obtained by the Redeveloper for any such purpose; provided, however, that the Redeveloper and its stockholders, as the case may be, shall give prior written notice to the Authority of its or their intent to exercise such rights hereunder.

The holder of any such mortgage (including a holder who obtains title to the Property or portion thereof by foreclosure or action in lieu thereof, but not including a party who obtains title through such holder or any purchaser at a foreclosure sale other than the holder) shall not be obligated by this Agreement to construct or complete the Improvements or to guarantee such construction or completion, but shall have the options described in Section 403.
(a) If a mortgagee through the operation of its contract to finance the Improvements required by this Agreement to be constructed by the Redeveloper on the Property, or by foreclosure acquires fee simple title to the Property or any part thereof prior to the completion of such Improvements, the mortgagee shall, at its option, notwithstanding such mortgagee's election of any option under Section 16A of Chapter 121A, if applicable, either:

1. complete construction of such Improvements in accordance with the approved Final Working Drawings and Specifications, the Site Plan, the Plan and this Agreement, and in all respects comply with the provisions of this Agreement, or

2. sell, assign, or transfer, with the prior written consent of the Authority, fee simple title to the Property or part thereof to a purchaser, assignee or transferee who shall expressly assume all of the covenants, agreements and obligations of the Redeveloper under this Agreement in respect to the Property or part thereof, by written instrument satisfactory to the Authority and recorded forthwith in the Suffolk County Registry of Deeds, or

3. reconvey fee simple title to the Property or part thereof to the Authority, in which event the provisions of Section 802 relative to resale shall apply.

(b) In the event that a mortgagee elects to complete construction pursuant to (a)(1) above, or sells, assigns or transfers pursuant to (a)(2) above, the Authority shall extend the time limits set forth in Section 303 herein as shall be reasonably necessary to complete construction of the Improvements, and upon such completion, the Mortgagee or purchaser, as the case may be, shall be entitled to the Certificate of Completion pursuant to Section 304 hereof.
If a mortgagee, through the operation of its contract to finance the improvements required by this Agreement to be constructed by the Redeveloper on the property, or by foreclosure, acquires the mortgage or fee simple title to the property or any portion thereof after completion of such improvements, the mortgagee for the period during which said mortgagee holds such title, shall comply with the applicable provisions of this Agreement, notwithstanding such mortgagee's election of any option under Section 16A of Chapter 121A, if applicable.

ARTICLE V

PROVISIONS RELATING TO OPERATION AND MAINTENANCE

Section 501: Maintenance and Operation of Improvements

The Redeveloper shall, at all times until the expiration of the term of the Plan, carry out the project, keep the improvements constructed on the property, in good and safe condition and repair unless such improvements shall have become uninsurable, and, in the occupancy, maintenance and operation of such improvements and the property, comply with all laws, ordinances, codes and regulations applicable thereto, the application under Chapter 121A, and the contract entered into with the City of Boston as referred to therein, if applicable.

Section 502: Additions or Subtractions to Completed Improvements

After the improvements required by the plan and this Agreement to be constructed by the Redeveloper on the property or any portion thereof have been completed, the Redeveloper shall not, until the expiration of the term of the Plan, reconstruct, demolish, subtract therefrom, make any additions thereto or extensions thereof, or change the materials, design, dimensions or color thereof, if such reconstruction, demolition, subtraction, addition, extension
or change will affect in any way the external appearance of the public lobbies, arcades, open spaces or landscaping, or the external appearance of any building (including roof and penthouse) without the prior written approval of the Authority. In the event the Redeveloper shall fail to comply with the foregoing requirement, the Authority may within a reasonable time after discovery thereof by the Authority direct in writing that the Redeveloper so modify, reconstruct, or remove such portion or portions of the improvements as were reconstructed demolished, subtracted from, added to, extended or changed without the prior written approval of the Authority. The Redeveloper shall promptly comply with such directive and shall not proceed further with such reconstruction, demolition, subtraction, addition, extension, or change until such directive is complied with. Any such reconstruction, demolition, subtraction, addition, extension or change undertaken pursuant to the prior written approval of the Authority shall in all respects be in accordance with and conform to the provisions of the Plan.

ARTICLE VI

INDEMNIFICATION

Section 601: Reimbursement of Authority in Respect of Certain Litigation

The Redeveloper shall pay all reasonable costs and expenses and the amount of all judgments and decrees, which may be incurred by the Authority in proceedings brought to enforce compliance with the provisions of this Agreement, to the extent the Authority prevails. It is expressly understood, however, that the mortgagee under any mortgage permitted hereunder shall not be liable to the Authority for any costs, expenses, judgments, decrees or damages which shall have accrued against the Redeveloper, except that a Mortgagee who becomes a Mortgagee after, and who
(b) The insurance money and any other proceeds so collected shall be used and expended for the purpose of fully repairing or reconstructing the Improvements which have been destroyed or damaged to a condition at least comparable to that existing at the time of such damage or destruction to the extent that such insurance money and other proceeds may permit. Any excess proceeds after such repair or reconstruction has been fully completed, shall be retained by the Redeveloper, subject to the rights of any mortgagee of record permitted hereunder.

(c) The Redeveloper, with the written approval of the Authority and any mortgagee of record permitted hereunder, may determine that all or any part of any such damage to or destruction of such Improvements shall not be reconstructed, restored, or repaired, and in such event, the proceeds of any claims against insurers or others arising out of such damage or destruction, to the extent not used for such reconstruction, restoration, or repair shall be retained by the Redeveloper.

(d) In the event any of the provisions of Section 701, 702, 703 and/or 704 hereof are in conflict with FHA insurance requirements, including requirements concerning the disbursement of insurance proceeds, the FHA requirements shall govern. If the Commissioner of the FHA succeeds to the rights and interests of the Redeveloper, the provisions of Sections 701, 702 and 703 shall not apply to FHA.

(e) Any reconstruction of the Improvements to the Property during the term of the Plan shall be in accordance with said Plan.
The Redeveloper shall commence to reconstruct or repair any improvements and equipment on the Property, or any portion thereof, which have been destroyed or damaged prior to the expiration of the term of the Plan, within a period not to exceed six (6) months after the insurance or other proceeds in respect of such destroyed or damaged property have been received by the Redeveloper or any Mortgagee (or, if the conditions then prevailing require a longer period, such longer period as the Authority may specify in writing), and shall well and diligently and with prompt dispatch prosecute such reconstruction or repair to completion, such reconstruction or repair, in any event, to be completed within twenty-four (24) months after the start thereof.

ARTICLE VIII
RIGHTS, REMEDIES, AND PROCEDURES IN THE EVENT OF A BREACH BY REDEVELOPER

Section 801: Consequences of Breach by Redeveloper with Respect to Commencement and Completion of Construction, Failure to Pay Taxes or Discharge Encumbrances, or Unauthorized Transfers of Interest

In the event that, prior to completion of the Improvements:

(1) The Redeveloper shall fail to perform its obligations under this Agreement with respect to commencement or completion of construction of Improvements; or

(2) The Redeveloper shall fail to pay any real estate taxes or assessments on the Property or any part thereof when due, or shall place thereon any encumbrances or liens unauthorized by this agreement; or
(3) there is in violation of this agreement any transfer
of the Property or any part thereof, or any change
in the ownership or distribution of the stock of
Redeveloper or with respect to the identity of
the parties in control of the Redeveloper or
degree thereof;

the Authority shall in writing notify the Redeveloper of such
failure or violation. The Redeveloper shall thereupon have
thirty (30) days from the receipt of such written notice to cure
such failure or violation. If the Redeveloper does not cure such
failure or violation within the 30-day period (or within such
extended period of time as may be established by the Authority
acting solely in its discretion) and if the holders of record of
building loan agreements and/or first mortgage in replacement
thereof do not exercise their rights to cure such violation or
failure (as provided in Section 804 hereof), or if this contract
is cancelled, terminated or suspended pursuant to Section 307
hereof, the Redeveloper shall promptly transfer possession of, and
reconvey, the property, together with all of the Improvements
thereon, to the Authority without cost to the Authority by
quitclaim deed provided that such reconveyance (1) shall be
subject to any existing building loan agreement and mortgage
thereon permitted under this agreement, and (2) shall not include
any parcels with respect to which a Certificate of Completion
has been issued pursuant to Section 304. In the event that the
Redeveloper shall fail so to reconvey, the Authority may in-
stitute such actions or proceedings as it may deem advisable,
as well as proceedings to compel specific performance and the
payment of all damages, expenses and costs.
In the event that the Redeveloper or a mortgagee reconveys to the Authority pursuant to this Section 801 or Section 403, the Authority shall undertake with due diligence to resell The Property so reconveyed and the Improvements thereon, subject to all of the provisions of the Plan; and the proceeds of such resale shall be used:

1. To reimburse the Authority for all costs and expenses incurred by the Authority, including the salaries of Authority personnel in connection with recapture, management and resale of The Property and all administrative and overhead costs in connection therewith; all taxes, payments in lieu of taxes, public charges and other sums owing to the City or the Authority with respect to The Property up to the time of such resale; any payments made on any encumbrances or liens existing or threatened on The Property; any expenditures made or obligations incurred with respect to the making or completion of Improvements on The Property; and any amounts otherwise owing to the Authority from the Redeveloper; and the balance of such proceeds, if any, shall be used to reimburse the Redeveloper for and up to the amount expended by it in the purchase and improvement of The Property less any profit theretofore realized by the Redeveloper from the disposition of any interest in The Property. Any balance remaining after reimbursement to the Redeveloper shall remain the property of the Authority.

In the event of a failure to cure under this Section, the Authority shall have the right to re-enter for breach of condition subsequent.
In the event that the Redeveloper received notice from the Authority of a failure or violation under Section 802 of this Agreement and such failure or violation is not cured by the Redeveloper before the expiration of the thirty (30) day period provided for in Section 802, the holders of record of construction loan agreements and/or mortgages in replacement thereof may cure any such failure upon giving written notice of their intention to do so to the Authority within fifteen (15) days after the expiration of the thirty (30) day period, or within sixty (60) days after such holder receives such notice of failure, whichever period is longer.

Anything in this Agreement to the contrary notwithstanding, it is further expressly understood that should any Improvements on the Property or portion thereof be covered by a mortgage permitted under this Agreement, the mortgagee thereunder shall not be in anywise obligated to complete the Improvements contemplated in such mortgage transaction, nor shall it guarantee the completion of Improvements as hereinbefore required of the Redeveloper, and further, that in case of any default in the construction of the Improvements by the Redeveloper, the mortgagee shall have the option of completing or not completing the Improvements or causing the same to be completed.

Notwithstanding the foregoing provisions of this Section, it is hereby understood and agreed that if a mortgagee or any purchaser at a foreclosure sale shall become the owner of the Redeveloper's interest in the Property and Improvements thereon and shall determine to perform any construction or development operations therein, or any part thereof, such mortgagee or purchaser shall perform all such construction or development operations in accordance with the provisions of this Agreement,
The Redeveloper and/or its General Contractor shall have the right to appeal the finding of the Director to the Boston Redevelopment Authority within 30 days of receipt of the notice thereof. Upon receipt by the Authority of written notice of the Redeveloper's and/or its General Contractor's intention to appeal said finding, the Authority shall hear such appeal at a public meeting within 30 days or the next regular meeting of the Authority, whichever is later.

Upon the failure of the Redeveloper and/or its General Contractor to appeal the finding of the Director or upon a determination by the Authority, subsequent to any appeal, that the Redeveloper and/or its General Contractor have failed to comply with the requirements of the Authority's "Equal Opportunity Compliance Policy" and the provisions of Sections 21U(f) and 307 of this Agreement, the Authority shall have the right to retain the amount deposited and still-on deposit with the Authority as full liquidated damages, but not as penalty, without any deduction or offset whatever, and without further liability to the Authority on the part of the Redeveloper.

Upon the forfeiture of said deposit pursuant to this Section, the failure of the Redeveloper and/or its General Contractor to appeal the finding of the Director and the determination by the Authority, if any, that the Redeveloper and/or its General Contractor have failed to comply with the requirements of the Authority's "Equal Opportunity Compliance Policy" and the terms and provisions of Section 21U(f) and 307 of this Agreement, the Director shall send notice of his finding and any Authority action related thereto to the following:

(a) Secretary, Department of Housing and Urban Development;
(b) Commissioner, Federal Housing Administration;
(c) Regional Administrator, Department of Housing and Urban Development;
(d) Director, Boston Office, Federal Housing Administration;
(e) Massachusetts Committee Against Discrimination;
(f) Association of General Contractors;
(g) The Building Trades Council;
(h) Mayor, City of Boston;
(i) Mortgagee; and
(j) Such other interested parties as the Director may deem appropriate.

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Section 901: Obligations and Rights and Remedies Cumulative

(a) The respective obligations of the Authority and the Redeveloper pursuant to this Agreement, shall be cumulative and the reference to any such obligation shall not be construed as a limitation on any other obligation.

(b) The respective rights and remedies of the Authority and Redeveloper, whether provided by this Agreement or by law, shall be cumulative, and the exercise of any one or more of such rights or remedies shall not preclude the exercise, at the same or different times of any other such rights or remedies.

Section 902: Finality of Approvals

where, pursuant to this Agreement, any document of or proposed action by the Redeveloper is submitted by it to the Authority, and the Redeveloper has been notified in writing by the Authority that the same is approved or is satisfactory, such determination shall be conclusively deemed to be a final determination by the Authority with respect to such particular document or proposed action for which such approval of notice or satisfaction was given.

Section 903: How Agreement Affected by Provisions Being Held Invalid

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the requirements of applicable laws and of the Plan.
Any covenants herein contained which is expressed to be a covenant running with the land shall be contained in any instrument of conveyance relating to the Property and shall, in any event and without regard to technical classification specifically provided in this Agreement be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by, the Authority (and the United States in the case of the covenant provided in Section 301(a)(3) hereof) against the Redeveloper (including its successors and assigns to or of the Property or any part thereof or any interest therein). In amplification, and not in restriction of the provisions hereof, it is intended and agreed that the Authority shall be deemed a beneficiary of such covenants and the United States shall be deemed a beneficiary of the covenant provided in Section 301(a)(3) hereof, both for and in their or its own right and also for the purposes of protecting the interests of the community and the other parties, public or private, in whose favor or for whose benefit such covenants have been provided, and such covenants and the Deed shall so state shall be in force and effect, without regard to whether the Authority or the United States has at any time been, remains or is an owner of or in possession of any land to, or in favor of, which the covenants relate.

It is the intention of the Authority that the benefit of the covenants running with the land which are contained in any instrument of conveyance relating to the Property shall be enforceable only by the Authority (and the United States in the case of the covenant provided in Section 301(a)(3) hereof) and those holding title to an interest in the Property and that such covenants shall not be enforceable by transferees of other land owned by the Authority in the area covered by the plan.
whenever under this Agreement approvals, authorizations, determinations, satisfactions, or waivers are required or permitted, such approvals, authorizations, determinations, satisfactions or waivers shall be effective and valid only when given in writing signed by a duly authorized oficer of the Authority or Redeveloper, and sent registered or certified mail, postage prepaid to the principal offices of the party to whom it is directed, which are as follows:

Redeveloper: Charlesview, Inc.

% Norman Weinberg, Esq.
20 Beacon Street
Boston, Massachusetts

Authority: Boston Redevelopment Authority Room 900
1 City Hall Square
Boston, Massachusetts

The parties shall promptly notify each other of any change of their respective addresses set forth above.

Notices and other communications to the parties and to mortgagees, and holders of construction loan agreements shall be sent registered or certified mail prepaid to the last known address of the party concerned.

Section 910: Matters to be Disregarded

The titles of the several articles and sections of this agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

Section 911: All Agreements Contained in this Instrument

The terms and conditions of this Agreement, including the Exhibits hereto, shall constitute all of the terms and conditions that shall be required by the parties of one another as of the date of this Agreement without reference to any other instrument.
In the event a proposed modification or amendment of the Plan affects the rights of the Redeveloper established under this Agreement, any such modification or amendment of the Plan must be consented to by the Redeveloper.

Section 913: Obligations to Continue

Except as to obligations to be performed at or prior to the time of closing of the sale and conveyance of fee simple title to and delivery of possession of the Property, the provisions of this Agreement shall survive the time of closing and the sale and conveyance of fee simple title to and the delivery of possession of the Property to the Redeveloper, but shall not survive issuance of the respective Certificates of Completion by the Authority except to the extent stated in the respective Deeds to the Property.

Section 914: Excusable Delay

For the purposes of any of the provisions of this Agreement, neither the Authority nor the Redeveloper, as the case may be, shall be considered in breach of or default in its obligations with respect to the preparation of the Property for Redevelopment, or the beginning and completion of construction of the Improvements, or progress in respect thereto, in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, or of the public enemy, acts of the Government, including acts of any federal, state, or municipal Government or any agency thereof, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, material shortages, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced
IN WITNESS WHEREOF, on the 1st day of November, 1969, at Boston, Massachusetts, the parties hereto have caused this Agreement in five counterparts to be signed, sealed and delivered by their duly authorized officers, respectively.

Signed, sealed and delivered in the presence of:

BOSTON REDEVELOPMENT AUTHORITY

Charlesview, Inc.

Approved as to form:

John E. Conley
General Counsel
COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS. BOSTON                   November 4, 1969

Then personally appeared before me the above-named

JOHN D. WARNER
Development Administrator, who executed the foregoing Agreement
on behalf of the Boston Redevelopment Authority and acknowledged
the same to be the free act and deed of said Authority.

[Signature]
Notary Public
My commission expires
Jul 23, 1974

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS. BOSTON                   November 4, 1969

Then personally appeared before me the above-named

[Signature]

who executed the foregoing Agreement on behalf of
Charlesview, Inc. and acknowledged the same to be the free
act and deed of said corporation.

[Signature]
Notary Public
My commission expires 12-22-69
EXHIBIT A

METES AND BOUNDS DESCRIPTION
PARCEL R-1

Beginning at a point in the southeasterly sideline of North Harvard Street marked "Beginning" on the Plan dated October 31, 1969 hereinafter referred to, thence running north 44° 59' 06" east 705.40 feet by the southeasterly sideline of North Harvard Street to a point.

Thence by a curve to the right of 10.00 feet radius, 10.02 feet to a point.

Thence running south 77° 37' 36" east 23.52 feet to a point.

Thence by a curve to the right of 11.00 feet radius, 6.26 feet to a point.

Thence running south 45° 00' 54" east 195.78 feet to a point.

Thence by a curve to the left of 67.00 feet radius, 111.40 feet to a point.

Thence running north 35° 43' 14" east 6.35 feet to a point.

Thence turning and running south 50° 16' 46" east 80.00 feet to a point.

Thence turning and running south 06° 39' 35" east 176.79 feet to a point.

Thence turning and running south 83° 20' 25" west 206.25 feet to a point.

Thence turning and running south 06° 39' 35" east 20.00 feet to a point.

Thence turning and running south 83° 20' 25" west 276.84 feet to a point.

Thence turning and running north 45° 00' 54" west 155.14 feet to a point.

Thence turning and running south 44° 59' 06" west 93.20 feet to a point.

Thence turning and running south 06° 39' 35" east 116.83 feet to a point on the northerly sideline of Western Avenue.

Thence turning and running south 83° 20' 25" west 205.09 feet to a point on the northerly sideline of Western Avenue.

Thence by a curve to the right of 20.00 feet radius, 49.44 feet to the point and place of beginning.
Said parcel contains 199,500 square feet more or less, and contains as a part thereof certain parcels of registered land, Suffolk County Registry District, Land Registration Division as follows:

1. All of the parcel shown as Lot No. 1 on a plan filed in the Land Registration Office as Plan No. 2543-G.

2. All of the parcel shown as Lot No. 4 on a plan filed in the Land Registration Office as Plan No. 2543-G.

3. All of the parcel shown as Lot No. 2 on a plan filed in the Land Registration Office as Plan No. 8401-G.

4. A portion of the parcel shown and described on Certificate of Title No. 76439, recorded in Book 378, Page 38, and on an Order of Taking Document No. 269147, being all of the land shown on a plan filed in the Land Registration Office as Plan No. 9515-A, which Plan is filed with Certificate of Title No. 21759.

5. All of the parcel shown and described on Certificate of Title No. 79106, recorded in Book 391, Page 106 and on an Order of Taking Document No. 269347 and shown on a plan filed in the Land Registration Office as Plan No. 11855-A, a Copy of which is filed with Certificate of Title No. 21759.


There is appurtenant to said Parcel R-1 easements for the purposes of private parking and private rights of way in the areas identified on said Parcel Disposition Plan as Hefferan Street and Stadium Way which easements are designated hereafter as Easement Area #1 and Easement Area #2, respectively, bounded and described as follows:

**EASEMENT AREA #1**

Beginning at a point, said point being the intersection of the southeasterly sideline of North Harvard Street and the southwesterly property line of the land of the President and Fellows of Harvard College and running south 77° 37' 36" east 305.33 feet to a point.

Thence turning and running south 10° 27' 42" east 32.56 feet to a point.

Thence turning and running south 39° 42' 14" west 96.35 feet to a point.

Thence by a curve to the right of 67.00 feet radius, 111.60 feet to a point.

Thence running north 45° 00' 54" west 195.76 feet to a point.

Thence by a curve to the left of 11.00 radius, 6.26 feet to a point.

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