



CITY OF CAMBRIDGE

BOARD OF ZONING APPEAL

831 Massachusetts Avenue, Cambridge MA 02139

617-349-6100

2023 SEP 27 PM 3: 23

OFFICE OF THE CITY CLERK
CAMBRIDGE, MASSACHUSETTS

BZA Number: 182164

BZA Application Form

General Information

The undersigned hereby petitions the Board of Zoning Appeal for the following:

Special Permit: _____ Variance: X Appeal: _____

PETITIONER: Meimei Zhao & Quan Xiao

PETITIONER'S ADDRESS: PO Box 812777, Wellesley, MA 02482

LOCATION OF PROPERTY: 21 Mellen St., Cambridge, MA

TYPE OF OCCUPANCY: THREE-FM-RES ZONING DISTRICT: Residence C-1 Zone

REASON FOR PETITION:

/Change in Use/Occupancy/ /Conversion to Additional Dwelling Units/ /Subdivision/

DESCRIPTION OF PETITIONER'S PROPOSAL:

To subdivide pre-existing lot merged as a result of common ownership with Lesley college that results in a dimensionally non-conforming lot. Finish some pre-existing unfinished area of the lower level of a 3 Family house, adding new living space and make it a new unit.

SECTIONS OF ZONING ORDINANCE CITED:

- Article: 5.000 Section: 5.31 (Table of Dimensional Requirements).
- Article: 4.000 Section: 4.31.g (Multifamily dwelling)
- Article: 8.000 Section: 8.22.3 (Alteration of a nonconforming structure or of a nonconforming use)
- Article: 10.000 Section: 10.30 (Variance).
- Article: 5.000 Section: 5.26 (Conversion) & Sec. 5.15 (Subdivision).

Original
Signature(s):

(Petitioner (s) / Owner)

Quan Xiao meimei zhao
(Print Name)

Address: PO Box 812777, Wellesley, MA 02482
Tel. No. 617-504-2125
E-Mail Address: RichardXiao.RE@Gmail.com

Date: 9/1/23

Debi Marmorek 09/01/23

BZA Application Form

DIMENSIONAL INFORMATION

Applicant: Meimei Zhao & Quan Xiao
Location: 21 Mellen St., Cambridge, MA
Phone: 617-504-2125

Present Use/Occupancy: THREE-FM-RES
Zone: Residence C-1 Zone
Requested Use/Occupancy: 4 Family Residential



DEBORA ALVARES MARCONDES
Notary Public
Commonwealth of Massachusetts
My Commission Expires March 04, 2027

	Existing Conditions	Requested Conditions	Ordinance Requirements
TOTAL GROSS FLOOR AREA:	5293	No Change	N/A (max.)
LOT AREA:	4127	No Change	5000 (min.)
RATIO OF GROSS FLOOR AREA TO LOT AREA: ²	1.28	No Change	0.75
LOT AREA OF EACH DWELLING UNIT	1376	1032	1500
SIZE OF LOT:			
WIDTH	29	No Change	50
DEPTH	142.3	No Change	N/A
SETBACKS IN FEET:			
FRONT	20	No Change	4

BZA APPLICATION FORM - OWNERSHIP INFORMATION

To be completed by OWNER, signed before a notary and returned to The Secretary of the Board of Zoning Appeals.


I/We Meimei Zhao and Quan Xiao
(OWNER)

Address: PO BOX 812777, Wellesley, MA 02482

State that I/We own the property located at 21 Mellen St. Cambridge, MA 02138, which is the subject of this zoning application.

The record title of this property is in the name of Meimei Zhao and Quan Xiao

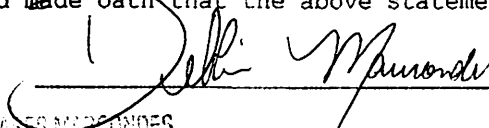
*Pursuant to a deed of duly recorded in the date 4/26/2022, Middlesex South County Registry of Deeds at Book _____, Page _____; or Middlesex Registry District of Land Court, Certificate No. 279135 Book _____ Page Doc. No. 1912326.


SIGNATURE BY LAND OWNER OR AUTHORIZED TRUSTEE, OFFICER OR AGENT*

*Written evidence of Agent's standing to represent petitioner may be requested.

Commonwealth of Massachusetts, County of Norfolk

The above-name Meimei Zhao and Quan Xiao personally appeared before me, this 1 of September, 2023, and made oath that the above statement is true.

 Notary

My commission expires _____ (Notary Seal).



NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires March 04, 2027

- If ownership is not shown in recorded deed, e.g. if by court order, recent deed, or inheritance, please include documentation.

SECRET

CONFIDENTIAL

CONFIDENTIAL

CONFIDENTIAL

CONFIDENTIAL

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BZA Application Form

SUPPORTING STATEMENT FOR A VARIANCE

EACH OF THE FOLLOWING REQUIREMENTS FOR A VARIANCE MUST BE ESTABLISHED AND SET FORTH IN COMPLETE DETAIL BY THE APPLICANT IN ACCORDANCE WITH MGL 40A, SECTION 10.

- A)** A literal enforcement of the provisions of this Ordinance would involve a substantial hardship, financial or otherwise, to the petitioner or appellant for the following reasons:

There is an increased demand for affordable housing in the community. The Petitioner seeks to finish the existing lower level space so to accommodate more tenants especially for students looking for affordable apartments near the campus. The lower level is a partially finished ground level walkout full basement space. The space is wasted if not fully utilized and create financial hardship to petitioner especially with the higher inflation on utility, building maintenance cost and recent bank interest rise, more rental income is needed to support the property as well as to keep its rent level low for tenants and offering tenants improved services.

- B)** The hardship is owing to the following circumstances relating to the soil conditions, shape or topography of such land or structures and especially affecting such land or structures but not affecting generally the zoning district in which it is located for the following reasons:

The hardship is due to the space constraints in the existing structure. Valuable space is wasted.

- C) DESIRABLE RELIEF MAY BE GRANTED WITHOUT EITHER:**

- 1)** Desirable relief may be granted without substantial detriment to the public good for the following reasons:

There is no detriment to the public good if the relief is granted. The Petitioner only seeks to utilize the lower level's space in the existing structure. The petitioner is not adding any gross floor area nor changing any exterior feature of the building. The petitioner is not constructing or altering the existing structure in any way. Instead, the petitioner will be meeting a demand for quality and affordable housing by the community. So by granting the relief, the petitioner will be able to help and serve the public good by offering an apartment to more family and tenants especially those students and young professionals seeking apartment in the neighborhood. Adding an additional unit can increase the supply, thus providing more options to the renters to choose from. During the process, some existing features of the building will also be brought up to code thus making the place a much safer and better place to live. The ground level location may potentially make the new apartment a handicap accessible rental unit.

- 2)** Desirable relief may be granted without nullifying or substantially derogating from the intent or purpose of this Ordinance for the following reasons:

The relief granted will not nullify or substantially derogating from the intent or purpose of the Ordinance. (1) The petitioner is only seeking to finish and utilize an existing lower level space in order to accommodate more tenants in need of an apartment. The relief granted would further the intent and purpose of the Ordinance because it would increase the supply of affordable apartment to the general public and will allow the petitioner to serve more tenants. (2) There will be no changes on the outside appearance of building, nor on the gross floor area, open space, set back or structure of the building. All work will be done within the walls of the building and only in its existing unfinished lower level spaces. (3) There is no structural change to the existing building as well. The petitioner is only seeking to add some new partition walls. The petitioner will not remove any existing load bearing walls or

any supporting structure of the building. (4) The work only occurs at its lower level and not effect any other units in the building. In fact, the process will bring the entire building up to code, thus making it a safer and better property. (5) The gound level location may potentially make the new added lower level apartment a handicap accessable rental unit which will further benefit a diversified community.

***If you have any questions as to whether you can establish all of the applicable legal requirements, you should consult with an attorney.**

E-Mail Address: RichardXiao.RE@Gmail.com

Date: _____

BZA Application Form

DIMENSIONAL INFORMATION

Applicant: Meimei Zhao & Quan Xiao
Location: 21 Mellen St., Cambridge, MA
Phone: 617-504-2125

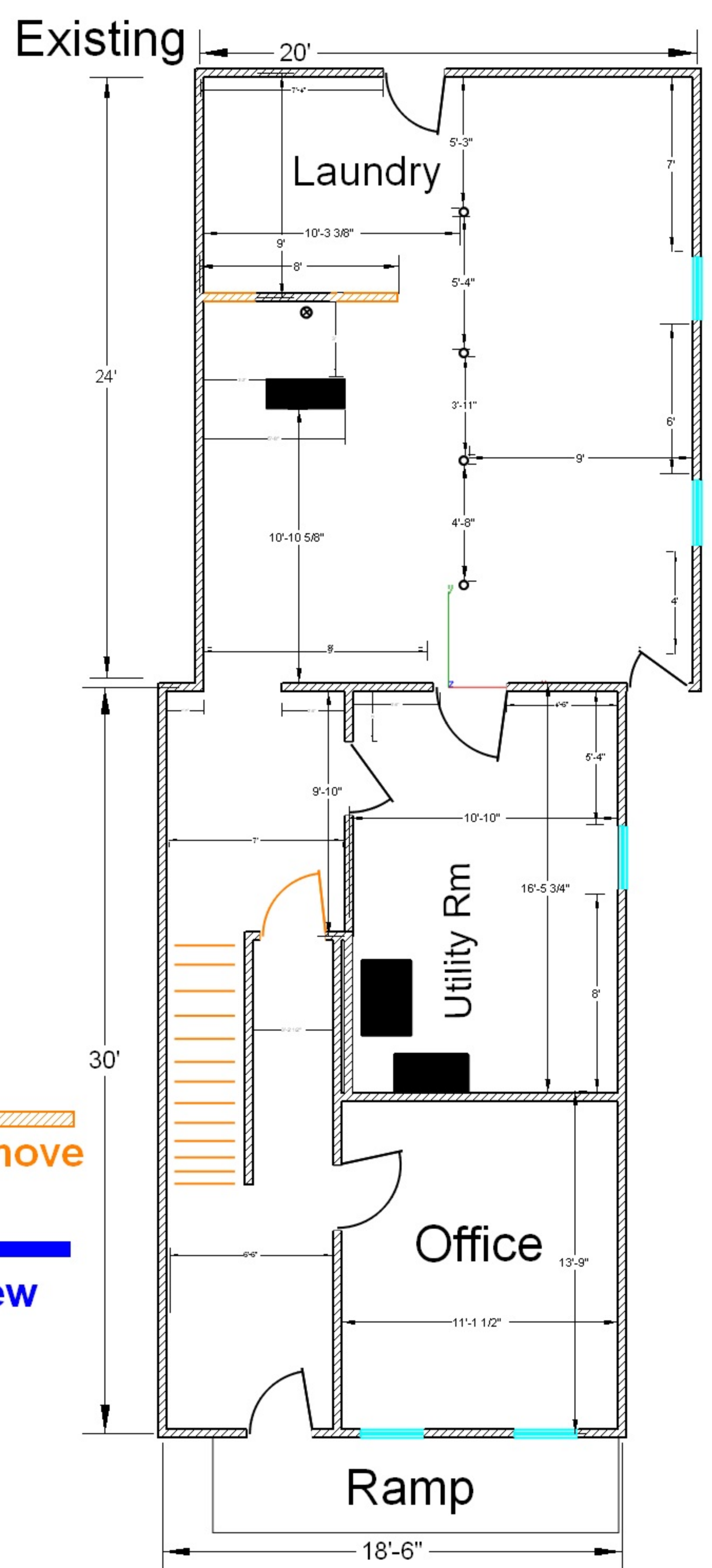
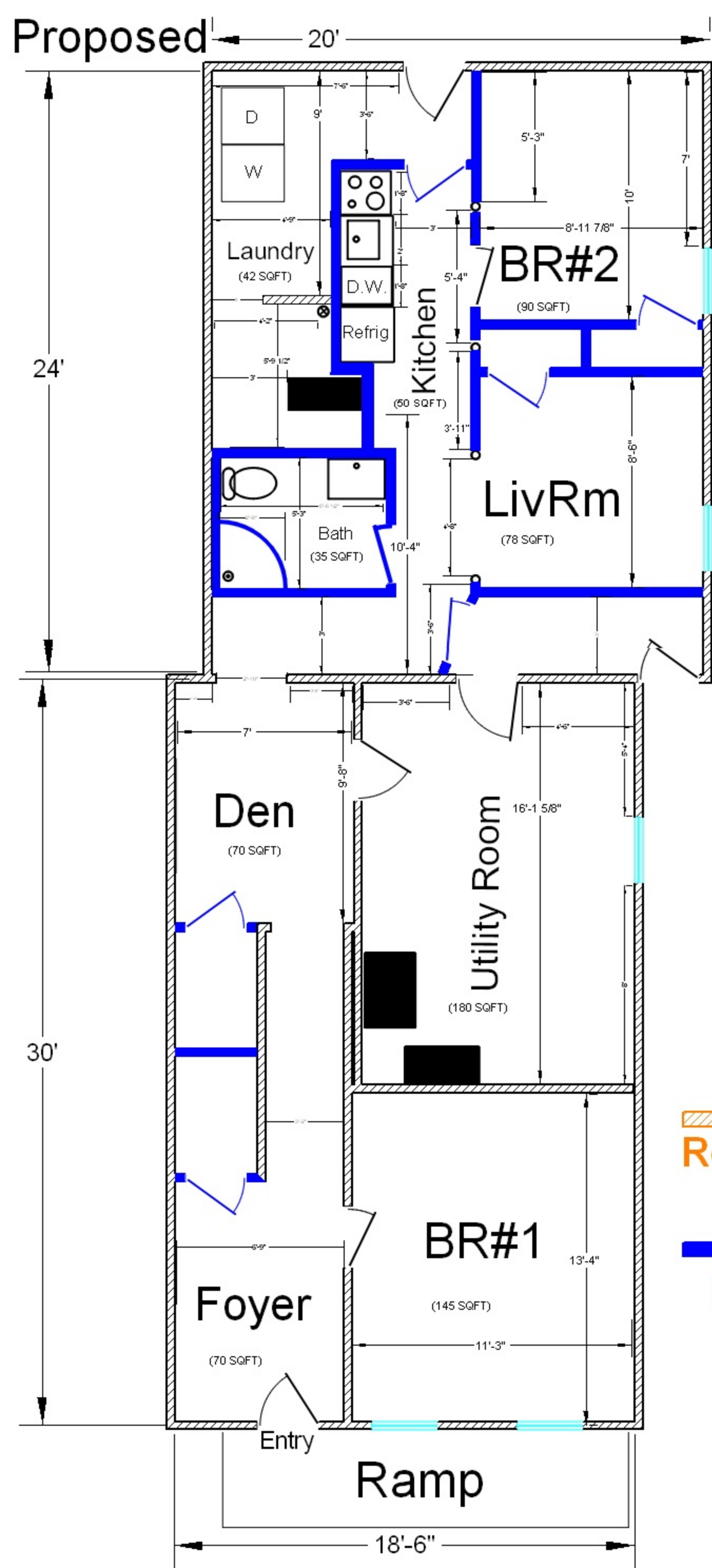
Present Use/Occupancy: THREE-FM-RES
Zone: Residence C-1 Zone
Requested Use/Occupancy: 4 Family Residential

		<u>Existing Conditions</u>		<u>Requested Conditions</u>		<u>Ordinance Requirements</u>	
<u>TOTAL GROSS FLOOR AREA:</u>		5293		No Change		N/A	(max.)
<u>LOT AREA:</u>		4127		No Change		5000	(min.)
<u>RATIO OF GROSS FLOOR AREA TO LOT AREA: ²</u>		1.28		No Change		0.75	
<u>LOT AREA OF EACH DWELLING UNIT</u>		1376		1032		1500	
<u>SIZE OF LOT:</u>	WIDTH	29		No Change		50	
	DEPTH	142.3		No Change		N/A	
<u>SETBACKS IN FEET:</u>	FRONT	20		No Change		4	
	REAR	58		No Change		4	
	LEFT SIDE	0 (Row house)		No Change		5	
	RIGHT SIDE	5.3		No Change		5	
<u>SIZE OF BUILDING:</u>	HEIGHT	35		No Change		35	
	WIDTH	54		No Change		N/A	
	LENGTH	20		No Change		N/A	
<u>RATIO OF USABLE OPEN SPACE TO LOT AREA:</u>		59%		No Change		30%	
<u>NO. OF DWELLING UNITS:</u>		3		4		N/A	
<u>NO. OF PARKING SPACES:</u>		1		No Change		N/A	
<u>NO. OF LOADING AREAS:</u>		0		No Change		N/A	
<u>DISTANCE TO NEAREST BLDG. ON SAME LOT</u>		N/A		N/A		N/A	

Describe where applicable, other occupancies on the same lot, the size of adjacent buildings on same lot, and type of construction proposed, e.g; wood frame, concrete, brick, steel, etc.:

Only one building on the lot, no other structure.

1. SEE CAMBRIDGE ZONING ORDINANCE ARTICLE 5.000, SECTION 5.30 (DISTRICT OF DIMENSIONAL REGULATIONS).
2. TOTAL GROSS FLOOR AREA (INCLUDING BASEMENT 7'-0" IN HEIGHT AND ATTIC AREAS GREATER THAN 5') DIVIDED BY LOT AREA.
3. OPEN SPACE SHALL NOT INCLUDE PARKING AREAS, WALKWAYS OR DRIVEWAYS AND SHALL HAVE A MINIMUM DIMENSION OF 15'.



Remove

New

ABL
REGISTERED LAND SURVEYORS
P.O. Box 70702
Quinsigamond Village Station
WORCESTER, MA 01607
508-752-8050 (PHONE)
508-752-8004 (FAX)

A Division of H. S. & T. Group, Inc.

MORTGAGE INSPECTION PLAN

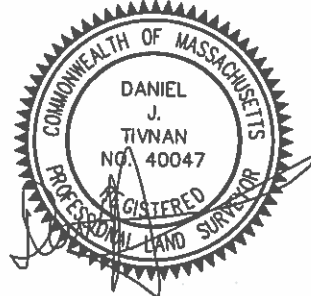
NAME MEIMEI ZHAO & QUAN XIAO
LENDER MERS, SOLELY AS NOMINEE FOR TD BANK, N.A.
LOCATION 21 MELLEN STREET
CAMBRIDGE, MA

ABL #03-176-22

REGISTRY MIDDLESEX SOUTH

SCALE 1" = 30' DATE 03-23-2022

BASED UPON DOCUMENTATION PROVIDED, REQUIRED MEASUREMENTS WERE MADE OF THE FRONTAGE AND BUILDING(S) SHOWN ON THIS MORTGAGE INSPECTION PLAN. IN OUR JUDGEMENT ALL VISIBLE EASEMENTS ARE SHOWN AND THERE ARE NO VIOLATIONS OF ZONING REQUIREMENTS REGARDING STRUCTURES TO PROPERTY LINE OFFSETS (UNLESS OTHERWISE NOTED IN DRAWING BELOW).
NOTE: NOT DEFINED ARE ABOVEGROUND POOLS, DRIVEWAYS, OR SHEDS WITH NO FOUNDATIONS. THIS IS A MORTGAGE INSPECTION PLAN; NOT AN INSTRUMENT SURVEY. DO NOT USE TO ERECT FENCES, OTHER BOUNDARY STRUCTURES, OR TO PLANT SHRUBS. LOCATION OF THE STRUCTURE(S) SHOWN HEREON IS EITHER IN COMPLIANCE WITH LOCAL ZONING FOR PROPERTY LINE OFFSET REQUIREMENTS, OR IS EXEMPT FROM VIOLATION ENFORCEMENT ACTION UNDER MASS. G.L. TITLE VII, CHAP. 40A, SEC. 7, UNLESS OTHERWISE NOTED. THIS CERTIFICATION IS NON-TRANSFERABLE. THE ABOVE CERTIFICATIONS ARE MADE WITH THE PROVISION THAT THE INFORMATION PROVIDED IS ACCURATE AND THAT THE MEASUREMENTS USED ARE ACCURATELY LOCATED IN RELATION TO THE PROPERTY LINES.



DEED BOOK/PAGE #551998
PLAN BOOK/PLAN #21483-A

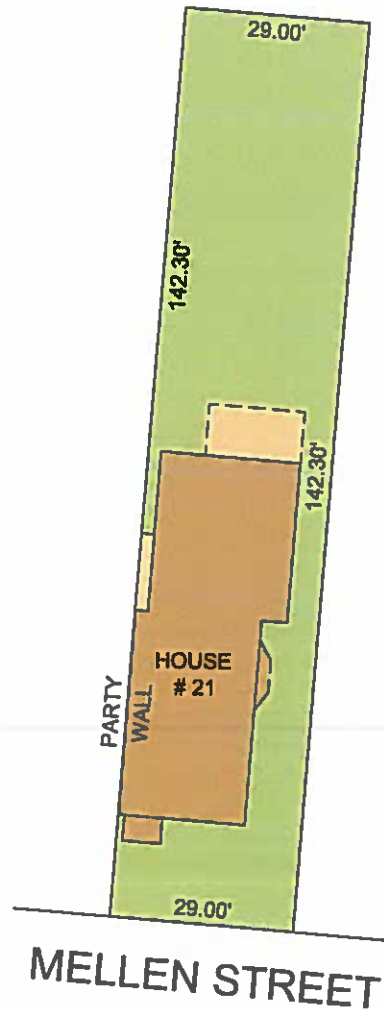
WE CERTIFY THAT THE BUILDING(S) ARE NOT WITHIN THE SPECIAL FLOOD HAZARD AREA. SEE FEMA MAP:

438E DTD 06-04-10

FLOOD HAZARD ZONE HAS BEEN DETERMINED BY SCALE AND IS NOT NECESSARILY ACCURATE. UNTIL DEFINITIVE PLANS ARE ISSUED BY FEMA AND/OR A VERTICAL CONTROL SURVEY IS PERFORMED, PRECISE ELEVATIONS CANNOT BE DETERMINED.

CERTIFY TO:

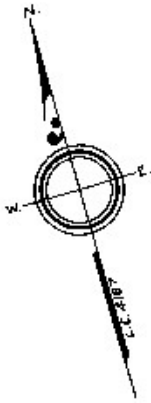
MERS, SOLELY AS NOMINEE FOR TD BANK, N.A.
&
MEIMEI ZHAO & QUAN XIAO



REQUESTING OFFICE: LAW OFFICE OF SONJA B. SELAMI, P.C.
REQUESTED BY:

DRAWN BY:JV
CHECKED BY:

21483A



PLAN OF LAND IN CAMBRIDGE
New England Survey Service Inc., Surveyors
October 25, 1948.

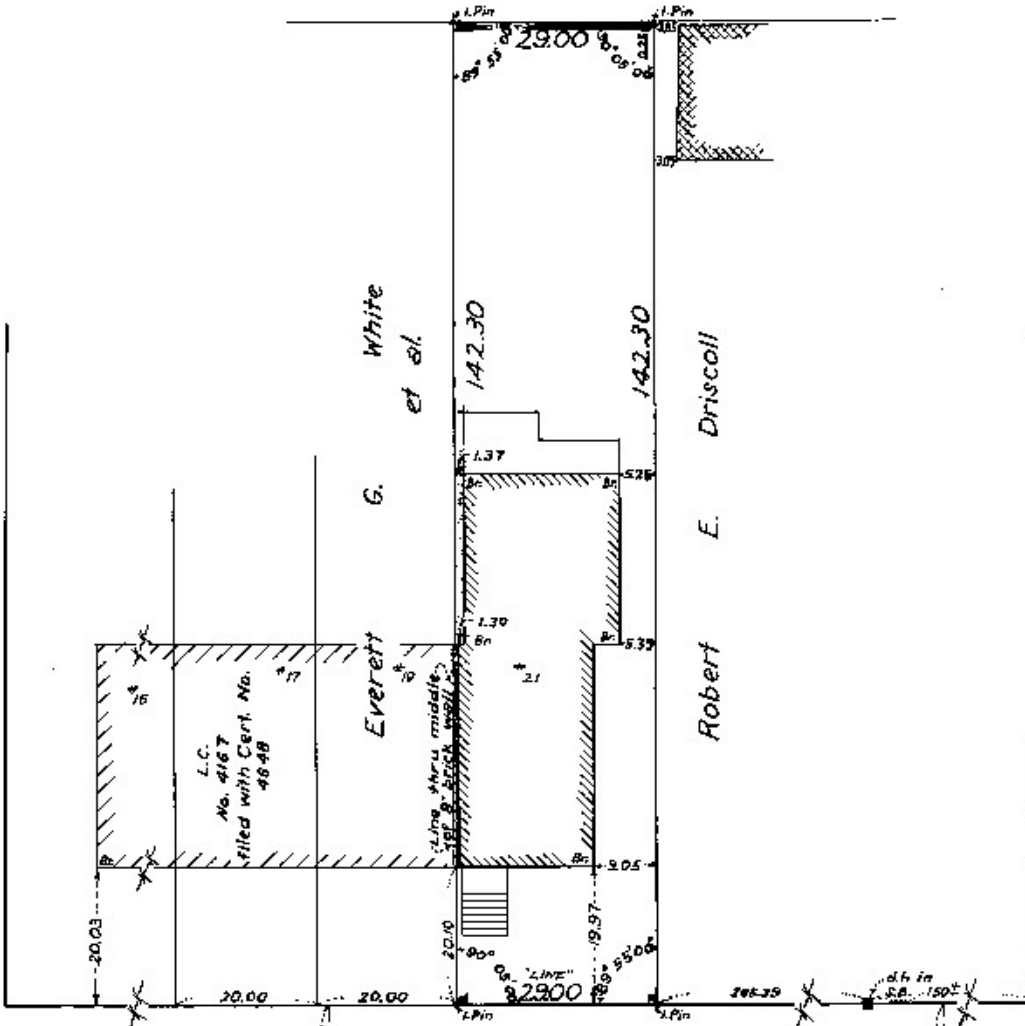
RECEIVED
JUL 6 1948
11 O'CLOCK 25

Josephine

Bates
et al.

Jul 1.00

MASSACHUSETTS AVENUE



OXFORD STREET

MELLEN

(public)

STREET

Copy of part of plan
filed in
LAND REGISTRATION OFFICE
NOV. 1, 1948
Scale of this plan 20 feet to an inch
W. T. Fairclough, Engineer for Court

Additional data on file

BOSTON HEADQUARTERS
152 HAMPDEN STREET
BOSTON, MA 02119

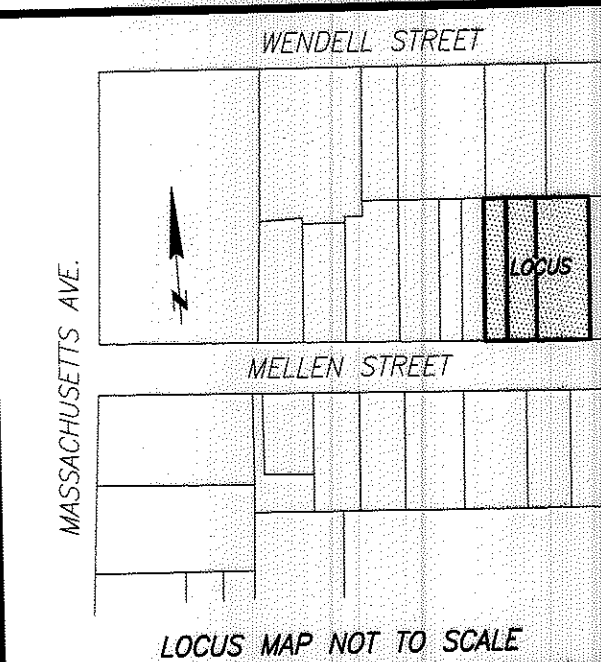
WORCESTER OFFICE
27 MECHANIC STREET
WORCESTER, MA 01608
(617)357-9740
www.feldmangeo.com

Right. From the Ground Up

Middlesex Registry of Deeds
Southern District
Cambridge, Massachusetts
Plan No. 257 of 2022
Rec'd 4-25 2022
at 3 H 18 M P M

Attest
Alison A. ...
Register

RESERVED FOR REGISTRY USE



ADDRESS:

19, 21 & 23
MELLEN STREET
CAMBRIDGE, MASS.

RESEARCH: DCH	FIELD CHIEF: NG/RF
PROJ MGR: DCH	APPROVED: DCH
CALC: DCH	CADD: DCH
FIELD CHK:	CRD FILE: 2100919

REVISIONS:

DRAWING NAME:

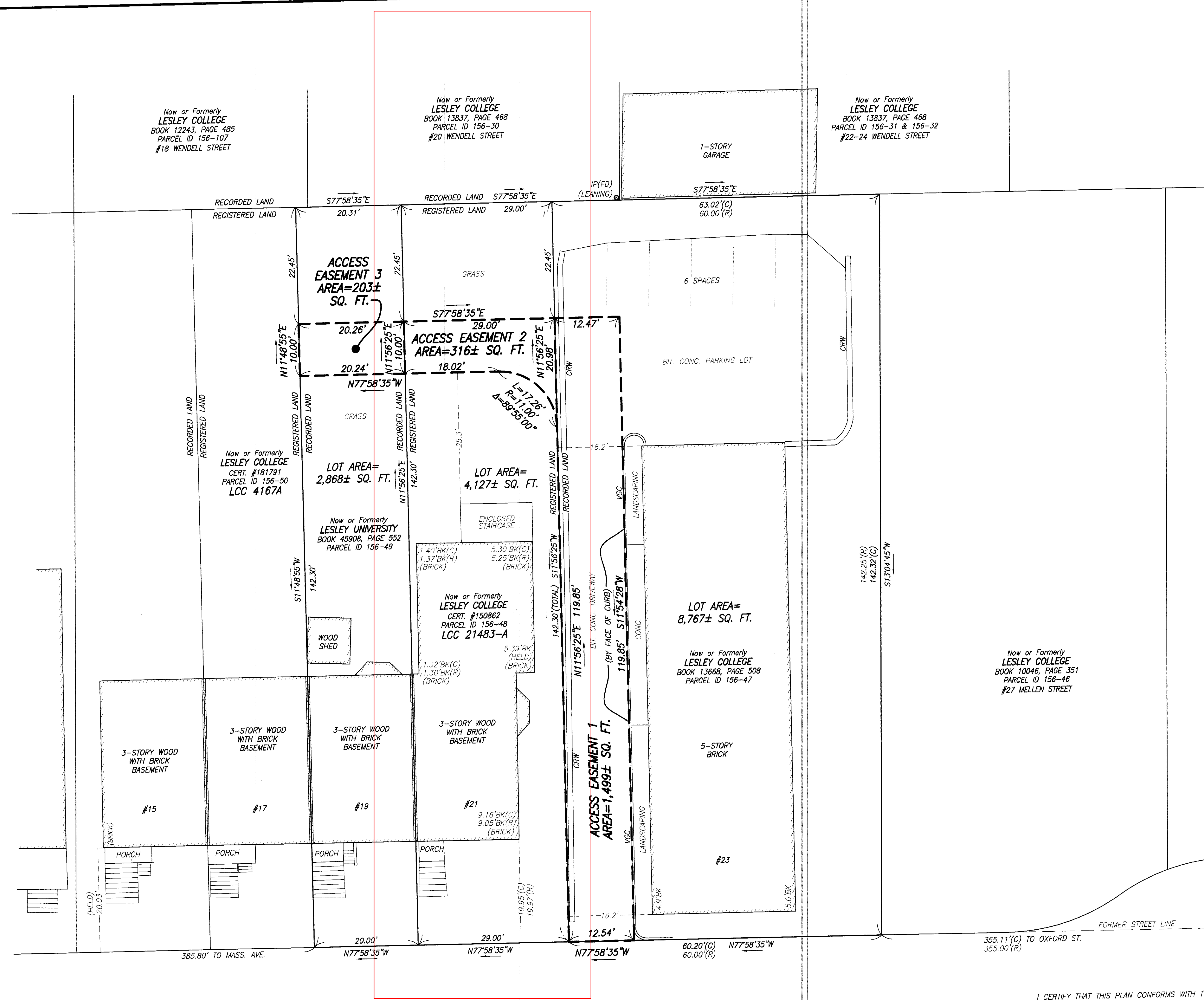
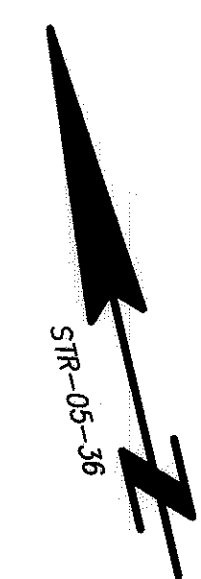
EASEMENT PLAN

DATE: APRIL 7, 2022



SCALE: 1"=10'

SHEET NO. 1 OF 1



- LEGEND**
- IRON PIPE
 - ⊙ DECIDUOUS TREE
 - BIT BITUMINOUS
 - BK BACK
 - (C) CALCULATED
 - CONC CONCRETE
 - CRW CONCRETE RETAINING WALL
 - FD FOUND
 - IP IRON PIPE
 - LCC LAND COURT CASE
 - (R) RECORD
 - SQ. FT. SQUARE FEET
 - VGC VERTICAL GRANITE CURB

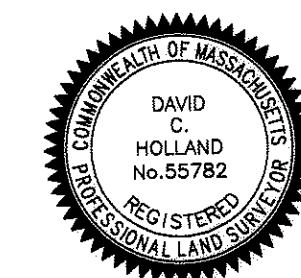
- REFERENCES**
- SOUTHERN MIDDLESEX COUNTY REGISTRY OF DEEDS
- PLAN NO. 805 OF 1971
 - PLAN NO. 860 OF 1971
 - PLAN BOOK 2A, PLAN 15
 - PLAN BOOK 4A, PLAN 25
- MASSACHUSETTS LAND COURT
- LCC 4167-A
 - LCC 5628-A
 - LCC 21483-A
- CITY OF CAMBRIDGE ENGINEERING DEPARTMENT
- FIELD BOOK 5, PAGE 135
 - FIELD BOOK 15, PAGE 154-158
 - FIELD BOOK 174, PAGE 40
 - FIELD BOOK 174, PAGE 143
 - FIELD BOOK 177, PAGE 108
 - FIELD BOOK 177, PAGE 154
- STR-05-36
 - STR-05-38
 - STR-08-03

MELLEN STREET (PUBLIC - 50' WIDE) (STR-05-36)

I CERTIFY THAT THIS PLAN CONFORMS WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS.

I CERTIFY THAT THE PROPERTY LINES SHOWN HEREON ARE THE LINES DIVIDING EXISTING OWNERSHIPS, AND THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED, AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN.

I CERTIFY THAT THIS PLAN IS BASED ON AN ACTUAL FIELD SURVEY AND THE LATEST RECORD PLANS, DEEDS AND CERTIFICATES OF TITLE.



DAVID C. HOLLAND, PLS (MA# 55782) DATE 4/21/2022
DHOLLAND@FELDMANGEO.COM

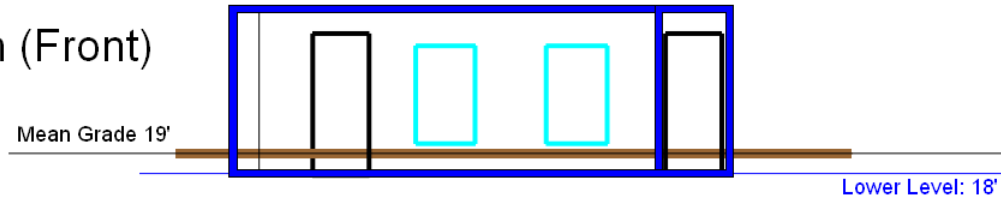
257 of 2022

21 Mellen St, GIS Data

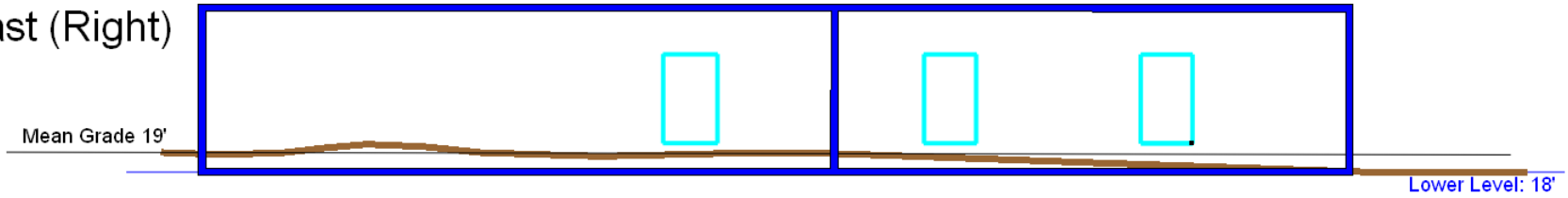


Elevation

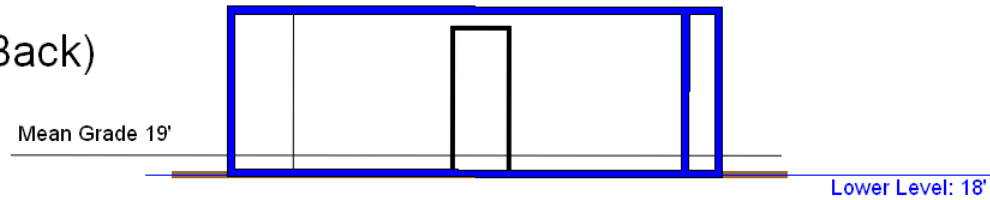
South (Front)



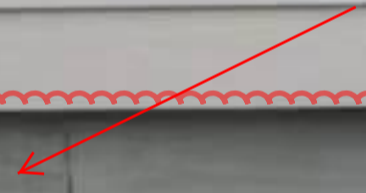
East (Right)



North (Back)















KOHLER

60

60





RECYCLE



RECYCLE







200-011111











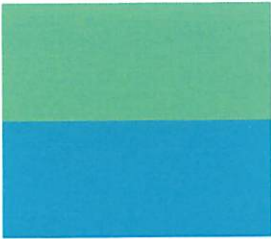
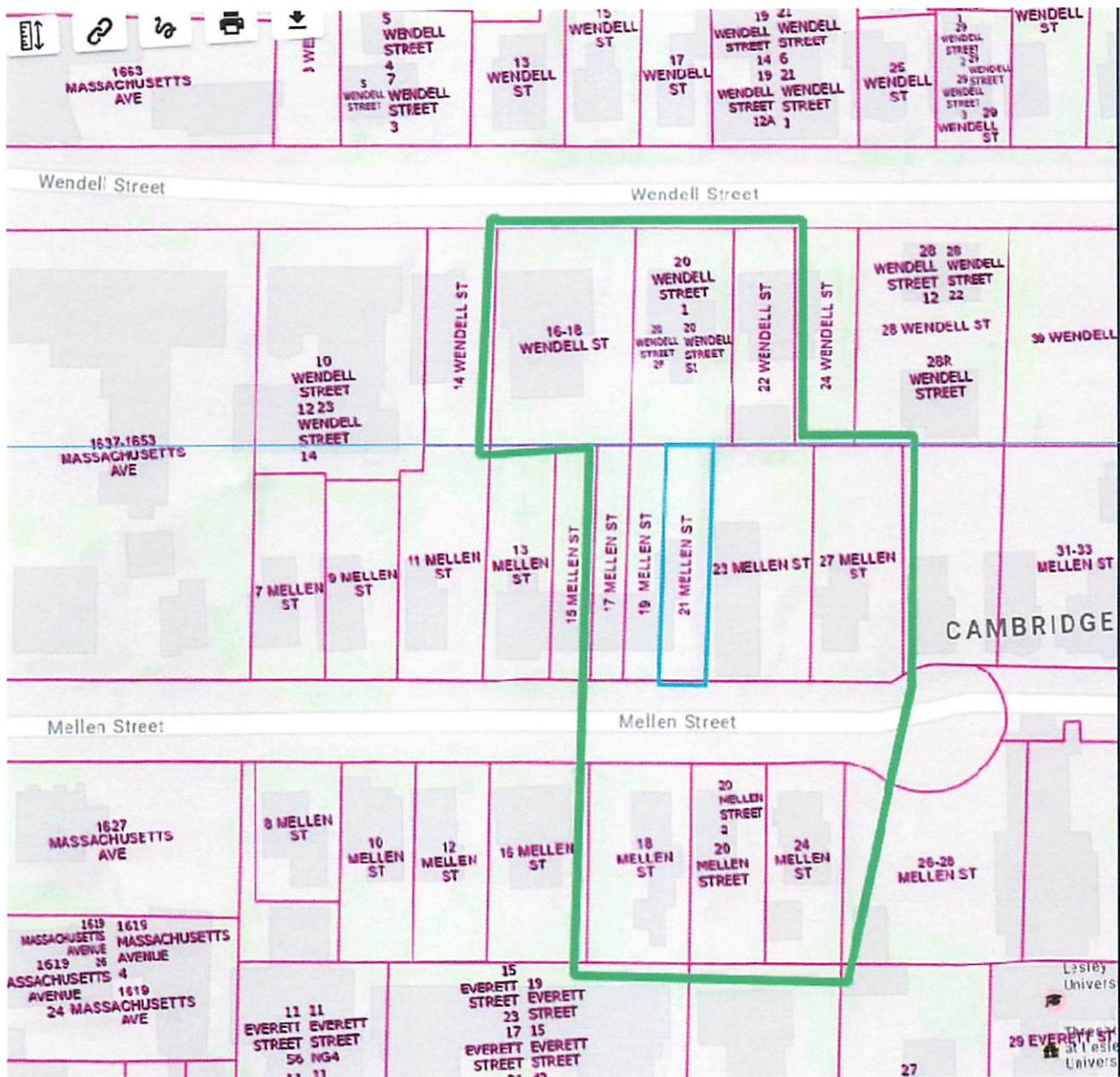












Abutters
21 Mellen

			Land Area
#	Street	Owner Info	sqft
17	Mellen St	Mellen Properties Llc	2,845
19	Mellen St	Mellen Properties Llc	2,845
23	Mellen St	Lesley College	8,579
27	Mellen St	Lesley College	7,801
18	Mellen St	Harvard College	7,084
20	Mellen St	Harvard College	5,310
24	Mellen St	Lesley College	5,270
16-18	Wendell St	Lesley College	10,407
20	Wendell St	Lesley College	7,499
22	Wendell St	Lesley College	4,725

From Owner of:

17 Mellen St

19 Mellen St



Richard Xiao <richardxiao.re@gmail.com>

Re: Yard Work- 17 19 21 mellen st Cambrige

1 message

Liya Rong <inttax@gmail.com>

Fri, Jun 24, 2022 at 9:52 PM

To: Richard Xiao <richardxiao.re@gmail.com>

Cc: Meimei Zhao <mmzhao@gmail.com>, Luca Dell'Anese <lucadellanese@hotmail.com>

Sure , you will have our support for your project , of course .

Best
Liya

Sent from my iPhone

On Jun 24, 2022, at 9:41 PM, Richard Xiao <richardxiao.re@gmail.com> wrote:

Hi Liya,

I was there today at Mellen St and saw that you are going to start your driveway project soon. I will be traveling out of town this weekend till next Thursday for a vacation, so could you please let me know the estimated time frame of your project, so I can let my tenants know. During my travel my cell phone may not have signals, but I will check emails from time to time in case you need to reach me.

Also, I am about to apply to the city to finish my basement and convert the lower level area into a new apartment. The city would like to hear from the neighbors about their opinions. I wish I could have your support. If you have any concerns, please let me know.

Thank you very much!

Richard
617-504-2125

On Thu, Jun 16, 2022 at 10:02 AM Liya Rong <inttax@gmail.com> wrote:

Got it , Richard !

Sent from my iPhone

On Jun 16, 2022, at 7:32 AM, Richard Xiao <richardxiao.re@gmail.com> wrote:

Thank you Liya,

Nice to meet you and Brian yesterday.

Thank you for allowing my contractor to put ladder in your backyard during exterior repair. It is an old house and needs lots of work. Currently they tentatively will do the repair on this Sat 6/18 after 9AM but still depend on their schedule. They may be in your yard for a couple of hours. I told my contractor not to start until after 9AM so it does not disturb tenants' weekend morning.

There is a 1.3-1.4 ft space from my foundation wall to the property line. After you install your new fence and move the current deck posts to your side of the property line, I will grade the ground, and reroute the downspout at the corner all the way back and drain it to my lawn, so to keep rain water away from both of our foundation walls. Currently there is a low spot right at the corner, and it will trap water there. And thank you for informing your tenants not to attach anything on the wall and siding of my building. Regarding those existing bolts/brackets that are currently locking your deck onto my wall, I trust Brian can solve this issue and still keep your deck safe.

As to the green box of the irrigation control system in the back, I am not sure if that is part of Lesley's easement and if Lesley is still using it? or it is still actively supplied with water. Beside the driveway easement, Lesley also has a conduit easement paragraph related to their wires, cables and pipes buried

From Owner of:

23 Mellen St

27 Mellen St

24 Mellen St

16-18 Wendell St

20 Wendell St

22 Wendell St

(b) The Premises abut a public way.

44. **TENANTS/OCCUPANTS; ASSIGNMENT AND ASSUMPTION OF THE LEASE.** The Buyer shall accept the Premises subject to the Standard Form Lease Agreement, dated May 26, 2021, a copy of which is attached hereto in Exhibit A (the "Lease"). At the time of Closing, the Seller shall assign and Buyer shall assume all obligations under Lease effective as of the Closing Date.

45. **KEYS; MANUALS; WARRANTIES.** Seller will provide Buyer with all keys, manuals, warranties (if any, and if assignable at no cost to Seller) and other information in Seller's possession and control regarding the systems, fixtures, equipment and appliances used in connection with the Premises at the time of the Closing. It is understood that Seller will provide manuals, warranties and any other documentation as a courtesy and an accommodation to Buyer, and that the existence and/or delivery of such materials are not conditions of the Closing.

46. **POST-CLOSING ADJUSTMENTS.** In the event any adjustment or apportionment made pursuant to this Agreement is, within sixty (60) days subsequent to the Closing, found to be erroneous, then either Party hereto who is entitled to additional monies shall invoice (along with reasonably detailed back-up data) the other Party for such additional amounts as may be owing, and such amounts shall be paid, with good funds, within ten (10) days from the date of the invoice unless the adjustment is disputed in good faith by the other Party. The provisions of this paragraph shall survive the Closing and delivery of the deed hereunder for sixty (60) days.

47. **BUSINESS DAY.** For purposes of this Agreement, "business day" means any day on which business is generally transacted by banks in the Boston, Massachusetts metropolitan area. If any deadline or date for performance or providing notice contained herein (including, without limitation, any contingencies or extensions of the time for performance under this Agreement), falls on a Saturday, Sunday or legal holiday, as the case may be, such deadline or other date shall be automatically extended to the immediately following business day.

48. **SEVERABILITY.** If any one or more of the provisions hereof shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

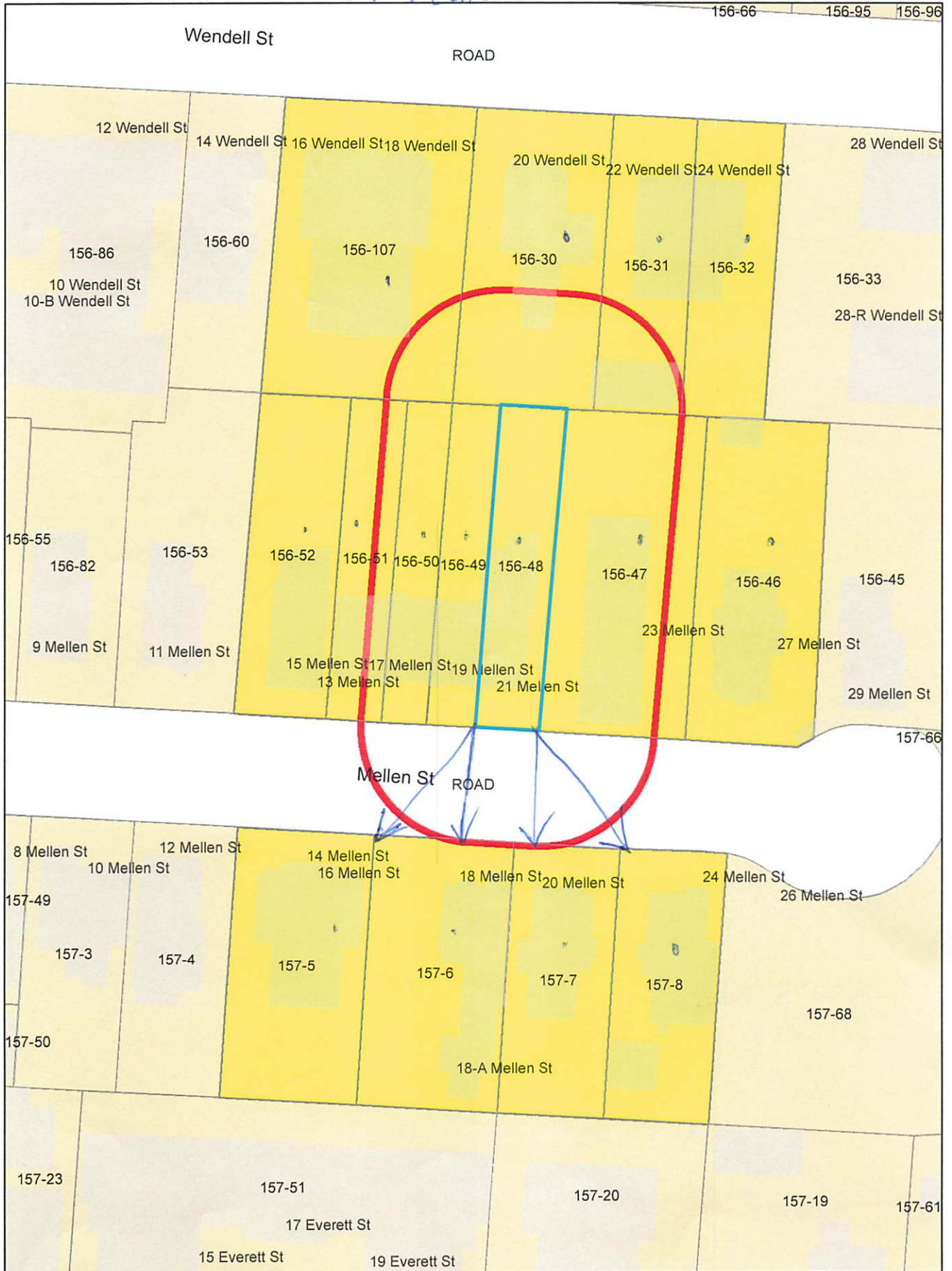
49. **NO OFFER OR BINDING CONTRACT.** The Parties hereto agree that the submission of an unexecuted copy or counterpart of this Agreement by one party to another is not intended by either party to be, or be deemed to be, a legally binding contract or an offer to enter into a legally binding contract. The Parties shall be legally bound pursuant to the terms of this Agreement only if and when the Parties have been able to negotiate all of the terms and provisions of this Agreement in a manner acceptable to each of the Parties in their respective sole discretion, and both Seller and Buyer have fully executed and delivered this Agreement.

50. **EXECUTION OF DOCUMENTS.** Seller agrees to sign only those usual and customary affidavits required by Buyer's closing attorney or title insurance company, including IRS reporting affidavits, mechanic's lien and title insurance affidavits, provided however that Seller shall not be required to sign a so-called "survey" affidavit, nor make any representations or warranties not set forth in this Agreement, or incur additional liability on account thereof.

51. **BUYER AND SELLER MUTUAL ACKNOWLEDGEMENT.** Buyer acknowledges having been informed that the Property is located in close proximity to Lesley's Doble Campus; Lesley is in the process of implementing a new Campus Plan (see website: <https://lesley.edu/about/lesley-campus-plan>) which will entail capital investments and improvements to its facilities, and potential changes in the use of certain facilities at certain facilities in and around the Doble Campus; and Buyer agrees not to oppose such plans provided that such plan does not materially, negatively impact the marketability of the Property or materially, negatively interfere with the peaceful enjoyment of the Premises by its Buyer or tenants. Seller acknowledges having been informed that the Buyer of the Premises intends (at some time in the future) to finish the basement of the existing building to add more living area or potentially another unit in the lower level to provide additional rental housing in the neighborhood; and Seller agrees not to unreasonably oppose these plans provided that all such work is done within the boundary of the existing building walls and foundation footprint, and further does not materially, negatively change the outside appearance of the building, and further that Buyer performs all work with building permits and any and all applicable municipal approvals.

[Signatures appear on the next page.]

21 Mellen St



21 Mellen St.

Petitioners

156-46-47-30-31-32-107 / 157-8
LESLEY COLLEGE
29 EVERETT STREET
CAMBRIDGE, MA 02138

157-5-6-7
PRESIDENT & FELLOWS OF HARVARD COLLEGE
C/O HARVARD REAL ESTATE INC.
HOLYOKE CENTER - ROOM #1000
1350 MASS AVE
CAMBRIDGE, MA 02138-3895

156-48
ZHAO, MEIMEI & QUAN XIAO
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WELLESLEY, MA 02482

156-50
MELLEN PROPERTIES LLC
99 WESTCLIFF RD
WESTON, MA 02493

156-49
MELLEN STREET REALTY LLC
99 WESTCLIFF RD
WESTON, MA 02493

156-52
11-13 MELLEN STREET LLC
10 SCOTCH PINE CIR
WELLESLEY, MA 02481

156-51
BOKIL HEMANT CIMENSER AYLIN
15 MELLEN ST
CAMBRIDGE, MA 02138

ZHAO, MEIMEI & QUAN XIAO
21 MELLEN STREET
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