



10 Ware St.

195

135-2  
CITY OF CAMBRIDGE  
C/O NANCY GLOWA  
CITY SOLICITOR

135-2  
CITY OF CAMBRIDGE  
C/O LOUIE DEPASQUALE  
CITY MANAGER

Petitioner  
RACKEMANN SAWYER & BREWSTER  
C/O JOHANNA W. SCHNEIDER, ESQ.  
160 FEDERAL STREET  
BOSTON, MA 02110-1700

135-10  
BASU, SRINJAN & SUMAN BASU  
45 TROWBRIDGE ST  
CAMBRIDGE, MA 02138

135-10  
REEDY, HARISH  
45 TROWBRIDGE ST., UNIT #1C  
CAMBRIDGE, MA 02138

135-10  
LEE, KA YEE CHRISTINA &  
KAI CHEUNG FRANCIS LEE  
4928 S. GREENWOOD AVE  
CHICAGO, IL 60615

135-10  
GAESSLER, ANTOINE C. & MARY CHIN  
TR THE CHIN-GAESSLER FAMILY LIV TR  
715 CHRISTINE DR.  
PALO ALTO, CA 94303

135-10  
SELINGER, ANNE G.  
TRUSTEE THE ANNE GLICK SELINGER TRUST  
872 VANDALIA RD.  
MORGANTOWN, WV 26501

135-10  
ZURAWICKI, LEON  
45 TROWBRIDGE ST. UNIT 2C  
CAMBRIDGE, MA 02138

135-10  
HOLLAND, MICHAEL P., SEAN M. HOLLAND  
45 TROWBRIDGE ST. UNIT#2D  
CAMBRIDGE, MA 02138

135-10  
FINKLESTEIN, MARK L.,  
TRUSTEE JANET A. PENN, TRUSTEE  
45-47 TROWBRIDGE ST., # 3A  
CAMBRIDGE, MA 02138

135-10  
ARGOV, DJAMILLO BENADO  
C/O JAMIE B. ARGOV KOTLER  
49 WARREN ST  
BROOKLINE, MA 02445

135-10  
WOLFE, RAYMOND & URSULA WOLFE  
TRS. URSULA WOLFE 2009 REVOCABLE TRUST  
205 LINDEN PONDS WAY #327  
HINGHAM, MA 02043

135-10  
HUI, LI  
45 TROWBRIDGE ST. UNIT#3D  
CAMBRIDGE, MA 02139

135-10  
ROSSO, MARTHA LUCILA  
45 TROWBRIDGE ST. UNIT#4A  
CAMBRIDGE, MA 02139

135-10  
CHINN, RAYMOND  
12370 RUE CHEAUMONT  
SAN DIEGO, CA 92131

135-10  
ERNST, ANDREAS  
9 MEACHAM RD., #2  
CAMBRIDGE, MA 02140

135-10  
SEASHOLES, MARK S.  
45 TROWBRIDGE ST #4D  
CAMBRIDGE, MA 02138

135-10  
ALEXANDRU, ROMICA  
45 TROWBRIDGE ST., #5A  
CAMBRIDGE, MA 02139

135-10  
SHEN, SHENG  
45 TROWBRIDGE ST.#5B  
CAMBRIDGE, MA 02138

135-10  
OLD GARDEN ST LLC  
15 OLD COLONY DR.  
DOVER, MA 02030

135-10  
MUROWCHICK, ROBERT EDWIN &  
JANET MAY CHANG, TRUSTEE  
29 FULLERBROOK AVE.  
NEEDHAM, MA 02146

135-10  
CHANG, EUGENE Y. G. & JANICE D. CHANG  
3 LORING RD  
LEXINGTON, MA 02173

135-10  
KRAFT, SHERRI D.  
45 TROWBRIDGE ST., #6B  
CAMBRIDGE, MA 02138

135-10  
SACKS, GERALD E.  
45 TROWBRIDGE #6C  
CAMBRIDGE, MA 02138

135-10  
FINKLESTEIN, MARK L.,  
TRUSTEE JANET A. PENN, TRUSTEE  
559 MASSAPOAG AVE  
SHARON, MA 02167

135-10  
SCOTT, HARRIET J.  
45 TROWBRIDGE ST., UNIT PH  
CAMBRIDGE, MA 02138

135-12  
HUNTINGTON, CALEB & MIMA HUNTINGTON  
4 TROWBRIDGE PL., UNIT P  
CAMBRIDGE, MA 02139

135-12  
WINTHROP, ADAM PHILIP & ELSA WINTHROP  
234 CAUSEWAY ST. #715  
BOSTON, MA 02114

135-12  
WINTHROP, MORTON M. &  
ELSA WINTHROP, TRS. ST. FELICITY TRUST  
44 LOCKELAND AVE.  
ARLINGTON, MA 02474

10 Ware St.

2955

135-12  
SHEIK, MEHRDAD & ROYA AGAH,  
TRUSTEES THE GRENOBLE SPRING TRUST  
1310 HILLVIEW DR  
MENLO PARK, CA 94025

135-12  
LOCKEY, HELEN E.  
4 TROWBRIDGE PLACE, UNIT 1D  
CAMBRIDGE, MA 02138

135-12  
LIM, MENG HOWE  
4 TROWBRIDGE PL., UNIT #2A  
CAMBRIDGE, MA 02138

135-12  
GANDHI, UNMESH & GAAURI NAIK  
4-8 TROWBRIDGE PL., #2C  
CAMBRIDGE, MA 02138

135-12  
GANDHI, UNMESH A. & GAAURI NAIL  
4 TROWBRIDGE PL., #2D  
CAMBRIDGE, MA 02138

135-12  
CLARKE, TROY ALAN & SUSHMA RAMAN  
4-8 TROWBRIDGE PL., #3A  
CAMBRIDGE, MA 02138

135-12  
RAMRATNAM, BHARAT &  
JAYANTHI PARAMESWARAN  
59 DANIEL T. CHURCH RD  
TIVERTON, RI 02878

135-12  
SHEN, SHENG  
45 TROWBRIDGE ST.#5B  
CAMBRIDGE, MA 02138

135-12  
ZHU, LINGGUO  
4 TROWBRIDGE PL., #3D  
CAMBRIDGE, MA 02138

135-12  
ATANASSOVA, BRANIMIRA  
TR. OF BRANIMIRA ATANASSOVA REVOC TR.  
2130 MASSACHUSETTE AVE #5B  
CAMBRIDGE, MA 02140

135-12  
SANTAMARIA, HERNANDO  
931 MASS AVE UNIT 205  
CAMBRIDGE, MA 02139

135-12  
CERIANI, DAVIDE  
601 WEST HOLLY AVE APT #82W  
PITMAN, NJ 08071

135-12  
DONG, CHENG & YING SHAO  
4 TROWBRIDGE PL. UNIT#4D  
CAMBRIDGE, MA 02139

135-12  
FUJIMORI, MARCO & ILIANA L. FUJIMORI  
4-8 TROWBRIDGE PL UNIT #5A  
CAMBRIDGE, MA 02139

135-12  
BAG END LLC  
34 RALEIGH RD  
BELMONT, MA 02478

135-12  
TEE GARDEN, ZOE  
4 TROWBRIDGE PL #5C  
CAMBRIDGE, MA 02138

135-12  
HSU, WEI-JUH & WEN-CHUAN HSU  
NO. 2, LANE1, MING-TE STREET  
BANCIAO CITY TAIPE, - 22046

135-12  
BERETTA, GIAN PAOLO  
C/O BAYBANK HARVARD TRUST  
160-10-20 LOAN MORT. DEPT.  
DEDHAM, MA 02026

135-12  
CHUANG, TZU-YING  
102D LONGWOOD DR  
CHARLOTTESVILLE, VA 22903

135-1  
CAMBRIDGE COMMUNITY HOUSING, INC.  
6 FANEUIL HALL MARKETPLACE  
BOSTON, MA 02109

135-12  
BEGGS, JODI  
4-8 TROWBRIDGE PL., UNIT #6D  
CAMBRIDGE, MA 02138

135-12  
WANG. HELEN HAI-LING  
5 DANA PLACE  
CAMBRIDGE, MA 02138

135-12  
ZHAO, XIAOJUN & BIN ZHANG  
4 TROWBRIDGE PL., UNIT #2EF  
CAMBRIDGE, MA 02138

135-12  
VASSAF, GUNDUZ  
4 TROWBRIDGE PL #3EF  
CAMBRIDGE, MA 02138

135-12  
SAATMAN SHELLEY  
4 TROWBRIDGE PL UNIT 4EF  
CAMBRIDGE, MA 02138

135-14  
TROWBRIDGE PLACE LLC  
7 TROWBRIDGE PL  
CAMBRIDGE, MA 02139

135-17  
TRUOG, ROBERT D. & AMY W. TRUOG,  
TRS THE TRUOG FAM REV LIV TRUST  
37 TROWBRIDGE ST  
CAMBRIDGE, MA 02138

135-19  
JOHNSON, CHRISTOPHER S.,  
TR. THE CHRISTOPHER S. JOHNSON REV TR  
371 HARVARD ST., #1A  
CAMBRIDGE, MA 02138

135-19  
NORRIS, EMILIE  
371 HARVARD ST #1B  
CAMBRIDGE, MA 02138

135-19  
KAZANJIAN, JOYCE  
371 HARVARD ST #1C  
CAMBRIDGE, MA 02138

10 Ware St.

345

135-19  
HANCE, JENNIFER H.  
10010 W. ROYAL OAK RD. A  
SUN CITY WEST, AZ 85351

135-19  
WANG, RUI  
15 BURROUGHS RD  
LEXINGTON, MA 02420

135-19  
OLD TIMES LLC,  
15 OLD COLONY DR  
DOVER, MA 02030

135-19  
MCCOY, ROY  
C/O ASCENSION REAL ESTATE, LLC  
720 MASS AVE STE #11  
CAMBRIDGE, MA 02139

135-19  
JOHANSEN, BABER & MARIA PIA DI BELLA  
371 HARVARD ST. UNIT#3A  
CAMBRIDGE, MA 02138

135-19  
FOSS, ANGELA R.,  
TR. OF ANGELA R. FOSS REVOCABLE TRUST.  
371 HARVARD ST. #3B  
CAMBRIDGE, MA 02138

135-19  
MAKIYAMA, ANTONIO M.  
371 HARVARD ST., UNIT #3C  
CAMBRIDGE, MA 02138

135-19  
OBRIEN, J. PATRICK  
149 ALGONQUIN RD  
CHESTNUT HILL, MA 02467

135-19  
LATTOF, SAMANTHA  
371 HARVARD ST. UNIT#4B  
CAMBRIDGE, MA 02138

135-19  
SHEA, ELIZABETH A.  
371 HARVARD ST., UNIT #4C  
CAMBRIDGE, MA 02139

135-19  
NGUYEN, THUAN D., THI PHUNG TRINH,  
DUNG M. NGUYEN  
371 HARVARD ST #4D  
CAMBRIDGE, MA 02138

135-20  
AUDUBON ROAD ASSOCIATES CCSPE LLC  
474 GLEN RD  
WESTON, MA 02493

135-21  
MOSKOW, ABRAHAM & MICHAEL B. MOSKOW,  
TRS. OF 379 HARVARD TRUST  
2 PARK SQUARE  
BOSTON, MA 02116

135-22-23  
MOSKOW, ABRAHAM & MICHAEL B MOSKOW  
TRUSTEES OF WAREHALL TRUST  
2 PARK SQ RM 407  
BOSTON, MA 02116

135-114  
BENNETT, PHILIP & MARIA MONICA KLIEN  
49 TROWBRIDGE ST., #4  
CAMBRIDGE, MA 02138

135-25  
DANAHER, BRETT  
254 HILLSIDE AVE., #2  
NEEDHAM, MA 02494

135-25  
VO, TRUNG & LOAN DUONG  
30A OUTLOOK DR  
LEXINGTON, MA 02421

135-25  
VAN GELDER, PAULA  
12 WARE ST., #3  
CAMBRIDGE, MA 02138

135-25  
DICICCO, GERALDINE R.  
12-16 WARE ST 12/4  
CAMBRIDGE, MA 02138

135-25  
OCONNELL, MARTIN  
C/O NOMAN, AHMED & SHAMEEM AHMED  
2 ORCHARD CIRCLE  
BURLINGTON, MA 02420

135-25  
BROSIO, GIUSTINA M.  
TR. UNIT 306-130 MT AUBURN ST TRUST  
14 CHANNING ST  
CAMBRIDGE, MA 02138

135-25  
MOLAK, MARY ANN MARNI  
14 WARE STREET  
CAMBRIDGE, MA 02138

135-25  
GOEPFERT, JESSICA M.  
14 WARE ST. UNIT#14/3  
CAMBRIDGE, MA 02138

135-25  
MACLAREN, SUSAN E.  
14 WARE ST., UNIT #4  
CAMBRIDGE, MA 02138

135-25  
ESSEX STREET MANAGEMENT, INC.  
675 MASSACHUSETTS AVE  
CAMBRIDGE, MA 02139

135-25  
QUADIR, IQBAL  
9 BUSHNELL DRIVE  
LEXINGTON, MA 02421

135-25  
LUBIN, MARGOT R.  
16-2 WARE ST  
CAMBRIDGE, MA 02138

135-25  
NILSEN, EVA  
13 LANCASTER ST.  
CAMBRIDGE, MA 02138

135-25  
WU, RAYMOND  
16 WARE ST  
CAMBRIDGE, MA 02138

135-25  
ARCHER, JOAN M., ALICE DOROTHY BARRY  
MARY G. FALLON, ARTHUR E. FOLEY  
& ALICE M. JOHNSON,  
C/O BARRINGTON MGMT 376 MASS AVE  
ARLINGTON, MA 02474

10 Ware St.

4 of 5

135-25  
STITT, JUDITH V.  
16 WARE ST., #16-C  
CAMBRIDGE, MA 02138

135-25  
ROBERTS, JAMES C.  
824 N. LA JOLLA AVE.  
LOS ANGELES, CA 90046

135-25  
GALLIGAN, LOUISE A.  
C/O MR. & MRS. JOHN H. CORCORAN, JR.  
7 WENDY LANE  
PLYMOUTH, MA 02360

135-25  
HSIEH, SYLVIA  
P.O. BOX 4193  
ANDOVER, MA 01810

135-25  
CHAMBERLAND, DENISE,  
TR. THE DENISE CHAMBERLAND REV TR.  
111 PLEASANT ST., #22  
WATERTOWN, MA 02472

135-25  
QUADIR, IQBAL  
9 BUSHNELL DR  
LEXINGTON, MA 02421

135-25  
BROSE, JILLIAN H  
12 WARE ST., #32  
CAMBRIDGE, MA 02138

135-25  
MAINI, LUCA  
12-16 WARE ST., #12/33  
CAMBRIDGE, MA 02138

135-25  
GRIFFIN, GERARD T. & PAMELA A. MCGRATH  
574 BEACON ST.  
NEWTON, MA 02459

135-25  
BOOKMAN, MURRAY C.  
4502 CHARTLEY CIRCLE  
ROSWELL, GA 30075

135-25  
MCCARTHY, JOHN J. &  
JUDITH BOYKIN MCCARTHY  
12 WARE ST. UNIT#12/42  
CAMBRIDGE, MA 02138

135-25  
SONNEBORN, JONATHAN &  
JESSICA SONNEBORN, TRS  
28 WALDO RD  
ARLINGTON, MA 02474

135-25  
NAJARIAN, HELEN I.  
12 WARE ST #44  
CAMBRIDGE, MA 02138

135-25  
COSTELLO, JANET A & MICHAEL C. COSTELLO  
20 LOOMIS ST., UNIT #1  
CAMBRIDGE, MA 02139

135-25  
EPSTEIN, JAMES M.  
14 WARE STREET, UNIT 22  
CAMBRIDGE, MA 02138

135-25  
LEIGHTON, CHRISTOPHER R.  
14 WARE ST., # 23  
CAMBRIDGE, MA 02138

135-25  
THEODOSIOU, NOEL  
14 WARE ST., UNIT # 14/24  
CAMBRIDGE, MA 02138

135-25  
SPRINGER, DENA J.  
14 WARE ST., UNIT #14/31  
CAMBRIDGE, MA 02139

135-25  
DROR, SANDRA  
14 WARE ST., # 14/32  
CAMBRIDGE, MA 02138

135-25  
SANCHEZ, EVERETT & MARIA L. DE SANCHEZ  
73-330 IRONWOOD ST  
PALM DESERT, CA 92260

135-25  
CHEN, YU-MEI  
400 HEMENWAY ST., #260  
MARLBOROUGH, MA 01752

135-25  
NACHMAN, PHILIP S.,  
TRUSTEE THE PHILIP S. NACHMAN REV TRUST  
167 LOVELL RD  
WATERTOWN, MA 02472

135-25  
COHEN, PAMELA K. & KENNETH R. TRAUB  
TRS. OF THE PAMELA K. COHEN REV TRUST  
12 JOHN POULTER RD  
LEXINGTON, MA 02421

135-25  
KENDRICK, MARY I. & JOHN D. KENDRICK  
12-16 WARE ST., #14/44  
CAMBRIDGE, MA 02138

135-25  
SULLIVAN, ERIN AINE & JUNE-ANN SULLIVAN  
16 WARE ST., #21  
CAMBRIDGE, MA 02138

135-25  
BRANON, MARY D. & PAUL T. BRANON  
TRS. THE 16 WARE STREET REALTY TRUST  
5 JOHN SWIFT ROAD  
ACTON, MA 01720

135-25  
EISAN, BARRY M.  
16 WARE ST., UNIT#16/23  
CAMBRIDGE, MA 02138

135-25  
BOOKMAN, MURRAY C.  
4502 CHARTLEY CIRCLE  
ROSWELL, GA 30075

135-25  
SULLIVAN, JUNE-ANN & HEIDI M.V. SULLIVAN  
16 WARE ST., #31  
CAMBRIDGE, MA 02138

135-25  
MADIGAN, JOSEPH J. & CAROL MADIGAN  
151 PILGRIM RD.  
WEYMOUTH, MA 02189

10 Ware St.

545-

135-25  
SPRINGER, SHIRE A.  
16 WARE ST., UNIT# 16/33  
CAMBRIDGE, MA 02138

135-25  
LEE, SWEE KOK & MIN NA HO  
126 MIMOSA CRESCENT  
SINGAPORE, \_ 80807

135-25  
MOEL, ALBERTO & JENNIFER BRENNER  
221 THIRD ST  
OAKMONT, PA 15139

135-25  
PENHUNE, JAMES P.  
16 WARE ST #42  
CAMBRIDGE, MA 02138

135-25  
PARK, YOUNG M. & MOON W. PARK  
16 WARE ST., #43  
CAMBRIDGE, MA 02138

135-25  
WHITE, SALMA & ABBY WHITE  
16 WARE ST., UNIT #44  
CAMBRIDGE, MA 02138

135-109  
BERNSTEIN, HOWARD  
33 TROWBRIDGE #33A  
CAMBRIDGE, MA 02138

135-109  
STANLEY, RICHARD  
33B TROWBRIDGE ST  
CAMBRIDGE, MA 02138

135-109  
HOGAN, DANIEL B.,  
TRUSTEE THE DANIEL B. HOGAN REV TRUST  
35A TROWBRIDGE ST  
CAMBRIDGE, MA 02138

135-109  
SCHECHTER, NEIL L. &  
CARLOTA P. SCHECHTER, TRUSTEES  
35 TROWBRIDGE ST., #35B  
CAMBRIDGE, MA 02138

135-113  
BERAM, GEORGE & RUTH XU BERAM  
49A TROWBRIDGE ST.  
CAMBRIDGE, MA 02138

135-10  
YEW, LEN M. & BING K SOH  
197 WASHINGTON ST APT #307  
SOMERVILLE, MA 02143

135-113  
HEMBROUGH, CANDACE I.  
47 TROWBRIDGE ST. UNIT#3  
CAMBRIDGE, MA 02138

135-113  
HEMBROUGH, JOHN F.  
49A TROWBRIDGE ST. UNIT#4  
CAMBRIDGE, MA 02138

135-123  
NEW ENGLAND TELEPHONE &  
TELEGRAPH CO. STATE AND LOCAL TAXES  
C/O DUFF AND PHELPS  
P.O. BOX 2749  
ADDISON, TX 75001

136-18-19-20-21-37  
PRESIDENT & FELLOWS OF HARVARD COLLEGE  
C/O HARVARD REAL ESTATE INC.  
HOLYOKE CENTER - ROOM #1000  
1350 MASS AVE  
CAMBRIDGE, MA 02138

135-25  
CAMBRIDGE HOUSING AUTHORITY  
675 MASSACHUSETTS AVE  
CAMBRIDGE, MA 02139

135-114  
MYERS, SUE-ELLEN PUFFER & DOUGLAS MYERS  
CO-TRS OF THE SUE-ELLEN PUFFER MYER  
955 MASSACHUSETTS AVENUE, #342  
CAMBRIDGE, MA 02139

135-114  
KRIEG, DEBORAH  
49 TROWBRIDGE ST., #3  
CAMBRIDGE, MA 02138

# RACKEMANN SAWYER & BREWSTER

PROFESSIONAL CORPORATION  
COUNSELLORS AT LAW

Established 1886

2018 MAY -4 AM 8:36

OFFICE OF THE CITY CLERK  
CAMBRIDGE, MASSACHUSETTS

Johanna W. Schnelder  
(617) 951-1162  
jschnelder@rackemann.com

May 4, 2018

## VIA HAND DELIVERY

Donna P. Lopez  
City Clerk  
City of Cambridge  
City Hall  
795 Massachusetts Avenue  
Cambridge, MA 02139

**Re: Notice of Appeal from Building Commissioner's Determination - 10 Ware Street**

Dear Ms. Lopez:

This letter serves as notice of an appeal under G.L.c. 40A, §§ 8 and 15 and Article 10, Section 10.21 of the Cambridge Zoning Ordinance from a cease and desist order issued by the Commissioner of the Inspectional Services Department on April 11, 2018. Included with this letter are the following:

1. Board of Zoning Appeal application forms (3 original forms);
2. Supporting Statement (scan and 1 original);
3. Application fee in the amount of \$100.00; and
4. Assessor's GIS "Block Map."

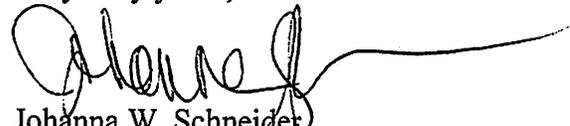
The petitioner seeks a determination that the current use of office space at the Property is a lawful pre-existing nonconforming use that may continue as of right.

RACKEMANN  
SAWYER & BREWSTER  
COUNSELLORS AT LAW

Donna P. Lopez  
City Clerk  
May 4, 2018  
Page 2

Thank you for your assistance.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Johanna W. Schneider', with a long horizontal flourish extending to the right.

Johanna W. Schneider  
Attorney for Owner

JWS:rh  
Enclosures

133/324

cc: Board of Zoning Appeal  
Commissioner of Inspectional Services Department

BZA APPLICATION FORM

GENERAL INFORMATION

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

Special Permit: \_\_\_\_\_ Variance: \_\_\_\_\_ Appeal: X

PETITIONER: Johanna W. Schneider, Esq. on behalf of Verizon New England Inc.

PETITIONER'S ADDRESS: 160 Federal Street, Boston, MA 02110

LOCATION OF PROPERTY: 10 Ware Street

TYPE OF OCCUPANCY: Telephone Exchange ZONING DISTRICT: C-1

REASON FOR PETITION: Officer

- |  |  |
|--|--|
| <input type="checkbox"/> Additions   | <input type="checkbox"/> New Structure |
| <input type="checkbox"/> Change in Use/Occupancy                                     | <input type="checkbox"/> Parking       |
| <input type="checkbox"/> Conversion to Addi'l Dwelling Unit's                        | <input type="checkbox"/> Sign          |
| <input type="checkbox"/> Dormer  | <input type="checkbox"/> Subdivision   |
| <input checked="" type="checkbox"/> Other: <u>Appeal from Cease and Desist Order</u> |  |

DESCRIPTION OF PETITIONER'S PROPOSAL:

See Attached Statement appeal ISD Commissioner's letter dated 2/7/18 and Order dated 4/11/18

SECTIONS OF ZONING ORDINANCE CITED:

Article 10 Section 10.21

Article 8 Section 8.24

Article \_\_\_\_\_ Section \_\_\_\_\_

Applicants for a Variance must complete Pages 1-5

Applicants for a Special Permit must complete Pages 1-4 and 6

Applicants for an Appeal to the BZA of a Zoning determination by the Inspectional Services Department must attach a statement concerning the reasons for the appeal

Original Signature(s):

Johanna Schneider  
(Petitioner(s)/Owner)  
Johanna W. Schneider  
(Print Name)

Address:

Rackemann, Sawyer & Brewster  
160 Federal Street, Boston, MA 02110

Tel. No.:

617-951-1162

E-Mail Address:

J.Schneider@rackemann.com

Date: May 4, 2018

**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) Verizon New England Inc.  
(OWNER)

Address: c/o Johanna W. Schneider, Esq 160 Federal St. Boston, MA 02110

State that I (We) own the property located at 10 Wawa Street, Cambridge, MA which is the subject of this zoning application.

The record title of this property is in the name of Verizon New England Inc.

\*Pursuant to a deed of duly recorded in the date 2/2/31, Middlesex South County Registry of Deeds at Book 5534, Page 54; or Middlesex Registry District of Land Court, Certificate No. \_\_\_\_\_

Book \_\_\_\_\_ Page \_\_\_\_\_. See Certificate of Name Change dated 9/16/2000 recorded in Book 25351, Page 70

[Signature]  
SIGNATURE BY LAND OWNER OR AUTHORIZED TRUSTEE, OFFICER OR AGENT\*

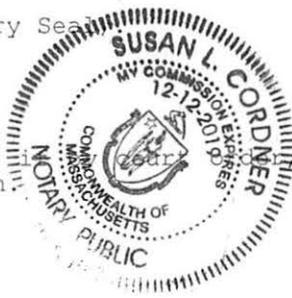
\*Written evidence of Agent's standing to represent petitioner may be requested.

Commonwealth of Massachusetts, County of Suffolk

The above-name Johanna W. Schneider personally appeared before me, this 17th of May, 2018, and made oath that the above statement is true.

[Signature] Notary

My commission expires 12-12-18 (Notary Seal)



• If ownership is not shown in recorded deed, e.g. in recent deed, or inheritance, please include documentation.

## **BZA APPLICATION FORM**

### **SUPPORTING STATEMENT FOR APPEAL OF ZONING DETERMINATION**

#### **A. BACKGROUND**

This Statement is submitted on behalf of Verizon New England Inc., formerly known as New England Telephone and Telegraph Company (collectively, “Verizon”), owner of the property located at 10 Ware Street, Cambridge, Massachusetts (the “Property”), and in response to a cease and desist order issued by the Cambridge Inspectional Services Department (“ISD”) to Verizon. The Property is located in the C-1 Zoning District. Office uses are not allowed in the C-1 Zoning District as of right.

In a letter dated February 7, 2018 (attached as **Exhibit A**), ISD asserts that approximately 10,000 square feet of the existing building on the Property (the “Building”) was unlawfully converted into office space. This “conversion” allegedly took place in 2016-2017. It is noteworthy that the conversion had the benefit of a building permit issued by ISD. Upon completion of the work authorized by the building permit, ISD issued a certificate of occupancy. In a letter dated April 11, 2018 (attached as **Exhibit B**), ISD issued a cease and desist order (the “Order”), pursuant to which Verizon has been ordered to immediately cease using the Property for office uses. The Order is based on the conclusion that office uses in the Building were never a lawful pre-existing use of the Building.

#### **1. Current Operations**

Since June 2017, the Building has housed highly successful co-working space operated by Alley on behalf of Verizon. Alley serves as an incubator for more than a dozen local companies. It has multiple relationships with local businesses, associations and groups, and utilizes local catering and suppliers to serve the Cambridge community. The industries served include clean energy, health and wellness, digital marketing, medical device development, data analytics, and nonprofits. The Alley space supports local startup and ecosystem growth by providing an inclusive community space and management, coupled with services startups need to be successful. Events, programs, and workshops are hosted out of the space to support startup visibility, growth, and learning. Further supporting the neighborhood, Verizon sponsored the shared bike station located outside the Building. In its two years of operations, Alley has become an integral part of the Harvard Square community and the Cambridge economy. The facility also represents a significant financial investment by Verizon in Cambridge; the buildout authorized by the 2016 building permit cost more than two million dollars.

a. Co-Working/Incubator Use as Accessory to Permitted Telecommunications Use

While the City has characterized the co-working space in the Building as a principal office use, it can more fairly be characterized as accessory to the telecommunications use permitted since 1932. Specifically, the space will serve as a “test bed” for Verizon’s new 5G technology, allowing Verizon to work with real end-users, including startups, creators, and innovators, to unlock new use cases and experiences through trials and prototypes using Verizon’s pre-commercial 5G technology. Verizon first launched this program with Alley at its co-work space in New York City; this model is now being implemented at 10 Ware Street. Verizon expects that this initiative will provide additional insights into the 5G service and technology, as well as new concepts and use cases brought by the companies who participate in the testing. This is a use that is wholly and customarily incident to the primary, permitted telecommunications use and should therefore be allowed by right.

2. History of Office as a Principal Use

The Building was originally constructed in 1932 and has been owned by Verizon since it was constructed. Since that time, a portion of the Building has at all times been used as offices, with the remainder of the Building dedicated to providing telecommunications service to much of Cambridge. With the execution of the 1991 Lease (defined below), the office use was established as a principal use.

On June 14, 1991 Verizon executed a lease with Harvard University whereby Harvard leased 7,768 square feet on the first floor of the Building (the “1991 Lease”). A copy of the 1991 Lease is attached as **Exhibit C**. On May 17, 1993 Verizon filed a building permit application (the “1993 Application”) seeking approval to conduct “Interior Alterations to Existing Office Space (approx. 7,000 square feet).” The 1993 Application also stated as follows: “Note No Change In Use.” We have been informed by ISD that the 1993 Application serves as the building permit and was issued permit number 061873 on June 18, 1993 (the “1993 Building Permit”). A copy of the 1993 Building Permit is attached as **Exhibit D**. On September 6, 1995 Verizon entered into a lease with Harvard whereby Harvard leased 10,232 square feet on the first floor of the Building (the “1995 Lease”). A copy of the 1995 Lease is attached as **Exhibit E**. The 1991 Lease and the 1995 Lease further establish the first floor office space as a principal use.

The 1995 Lease expired on June 30, 2003. After Harvard vacated the 10,232 square feet of office space on the first floor of the Building in June, 2003, Verizon employees occupied this space for office uses (both as accessory and principal uses) and continued to use that space until 2016.

On December 9, 2016, ISD issued a building permit to Verizon authorizing “Interior renovation to approximately 10,000 sq. ft. of office space: 1<sup>st</sup> floor” (the “2016 Building Permit”). A copy of the 2016 Building Permit is attached as **Exhibit F**. On June 12, 2017, ISD issued a Certificate Of Use And Occupancy authorizing the occupancy of 10,126 square feet on the first floor of the Building (the “CO”). A copy of the CO is attached as **Exhibit G**.

## **B. DISCUSSION**

### **1. Harvard's Office Use Is Lawfully Nonconforming**

Based on information and belief, at the time Harvard first occupied the first floor office space, Harvard's use of the office space was a lawful educational use. When the 1995 Lease between Verizon and Harvard terminated in 2003, the office space used by Harvard became lawfully nonconforming. Durkin v. Board of Appeals of Falmouth, 21 Mass App. Ct. 450 (1986).

### **2. Office Uses Have Not Been Abandoned Or Not Used For Two Years**

Section 6 of Chapter 40A provides that a municipality's zoning laws may define and regulate nonconforming uses and structures abandoned or not used for a period of two years or more. The Cambridge Zoning Ordinance (Article 8, Section 8.24) provides as follows:

A nonconforming use of a building or land which has been abandoned or not used for a period of two years shall not thereafter be returned to such nonconforming use. A nonconforming use shall be considered abandoned when the intent of the owner to discontinue use is apparent, or when the use has been discontinued for a period of thirty (30) days, or when the characteristic equipment and furnishings of the nonconforming use have been removed from the premises and have not been replaced by similar equipment, whichever shall first occur.

As noted above, after Harvard vacated the office space on the first floor of the Building on June 30, 2003, Verizon employees were assigned to the Building and occupied the 10,000± square foot office space for office uses on a daily basis until 2016. Moreover, at no time did Verizon evidence an intent to abandon the use of the office space.

## **C. CONCLUSION**

As a preliminary matter, the use currently occupying 10,000+/- square feet on the first floor of the Building should be allowed by right. As a co-work/incubator space intended to serve as a "test bed" for Verizon's newest telecommunications technology, it is rightly viewed as accessory to the permitted telecommunications use, rather than as a prohibited principal office use.

To the extent that the Board considers the space a principal office use, it should nonetheless deem the use permitted as a preexisting nonconforming use. Harvard's use of office space in the Building was allowed as an educational use. When Harvard's lease expired, the use of the office space became a lawful, pre-existing nonconforming use. After Harvard vacated, the first floor office space use has never been abandoned or not used for two or more years. Accordingly, the first floor office use remains a lawful nonconforming use. Based on the foregoing, the Order should be vacated immediately and this important economic growth engine for the community should be permitted to continue in place.

A



**CITY OF CAMBRIDGE**

**INSPECTIONAL SERVICES DEPARTMENT 831 MASS. AVE.  
CAMBRIDGE, MASSACHUSETTS 02139 (617) 349-6100**

**Ranjit Singanayagam  
Commissioner**

February 7, 2018

Stan Usovicz & Mike Hudson  
10 Ware Street  
Cambridge, MA

**RE: 10 Ware Street, Cambridge, MA**

Dear Sir:

It has come to my attention that you have renovated 10,000 sq. feet at the above referenced property and converted the use into an office space. This property is located in a Residence C-1 Zone, as shown in the current City of Cambridge Zoning Map.

Pursuant to article 4.000, section 4.30 of the Cambridge Zoning Ordinance, office uses are not allowed in this zone. According to information in this office, the space was used to house network and telecommunication equipment or being vacant.

The change of use requires a variance from the Board of Zoning Appeal, this office will not issue an Occupancy permit and this space cannot be used for an office.

If you have any questions, please email at [ranilts@cambridgema.gov](mailto:ranilts@cambridgema.gov) or call me at the above number.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ranjit Singanayagam'.

**Ranjit Singanayagam  
Commissioner/I.S.D**

B



# CITY OF CAMBRIDGE

INSPECTIONAL SERVICES DEPARTMENT 831 MASS. AVE.  
CAMBRIDGE, MASSACHUSETTS 02139 (617) 349-6100

Ranjit Singanayagam  
Commissioner

April 11, 2018

Richard J. Gallogly, Esq.  
Rackemann Sawyer & Brewster  
160 Federal Street  
Boston, MA 02110-1700

Re: 10 Ware Street, Cambridge, MA

Dear Mr. Gallogly,

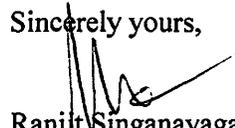
I am in receipt of your letter dated February 21, 2018 regarding the above referenced property ("Property"). As I stated in my letter of February 7, 2018 to representatives of Verizon New England, Inc. ("Verizon"), Stan Usovicz and Mike Hudson, office use is not an allowed use in the Residence C-1 zoning district in which the Property is located. See, Article 4, Section 4.30 of the Cambridge Zoning Ordinance ("Ordinance").

In my conversation with Mr. Hudson on or about February 5, 2018, Mr. Hudson acknowledged that the Property was previously used as a Switching Station that housed telecommunications equipment but that more recently the Property has been vacant for at least two years. A 1967 variance allowed an addition to the Property for the purpose of adding more telecommunications equipment; however, at no time was office use permitted as a principal use of the Property. It appears that a Certificate of Occupancy was issued in June 2017 based upon representations made by the applicant to the Inspectional Services Department ("ISD") staff that the Property was previously used as an office as a principal use. The Certificate of Occupancy was issued in error because contrary to the representations that were made by the applicant, office use as a principal use was never a lawful pre-existing use of the Property.

Therefore, please be advised that Verizon is hereby ordered to immediately cease and desist from using the Property for office use or for any use not permissible in the Residence C-1 Zoning District. Pursuant to Article 9, Section 9.16 of the Ordinance, and that continued unlawful use of the Property may result in criminal and/or non-criminal penalties including daily fines of up to three hundred dollars (\$300) per day for each violation.

Please be advised further that if you disagree with my determination you have thirty (30) days to appeal it to the Cambridge Board of Zoning Appeal.

Sincerely yours,

  
Ranjit Singanayagam,  
Commissioner  
Inspectional Services Department

C

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (hereinafter the "Agreement") is made as of the 14<sup>th</sup> day of JUNE, 1991 between New England Telephone and Telegraph Company, a New York corporation, (hereinafter "Lessor"), and the President and Fellows of Harvard College, (hereinafter "Lessee").

WHEREAS, Lessor and Lessee entered into a Lease dated May 12, 1989 for approximately 5,284 square feet on the ground floor of the Lessor's building at 10 Ware Street, Cambridge, MA, more accurately detailed on a plan entitled "10 Ware Street, Cambridge, MA, Ground Floor Plan," said Lease and plan are attached hereto, and made a part hereof and labeled "Exhibit A"; (hereinafter referred to as the "Lease" or, "Original Ground Floor Space");

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee hereby agree to amend the Lease as follows:

ARTICLE 2. DESCRIPTION

The leased premises shall now contain a total of approximately 14,530 square feet of space located in the Lessor's building at 10 Ware Street, Cambridge, MA, (hereinafter referred to as the "Leased Premises") as shown on Exhibits A, B and C attached hereto and made a part hereof.

The Leased Premises is more accurately described as follows:

Original Ground Floor Space	5,284	SF
Additional Ground Floor Space	1,478	SF
Additional First Floor Space	7,768	SF

Space data calculations are outlined on Exhibit D.

ARTICLE 3. TERM

A. The initial term contained in the Lease covering the Original Ground Floor Space, 5,284 square feet, will terminate on May 31, 1991.

B. The initial term for the entire 14,530 square feet of space, Leased Premises, shall be five years, commencing on June 1, 1991, and terminating on May 31, 1996, hereinafter "Initial Term".

ARTICLE 4. RENT

A. Annual rent for the Original Ground Floor Space shall remain unchanged and shall become a portion of the total annual rental due for the Leased Premises, as more particularly described in Exhibit E entitled "Rent Schedule", attached hereto and made a part hereof.

B. Annual base rent for the Leased Premises will be paid monthly in advance in twelve (12) equal monthly installments in accordance with the Rent Schedule noted in Exhibit E. The first payment is due on June 1, 1991.

ARTICLE 5. ADDITIONAL RENT

A. The Lessee shall pay the Lessor in the first month in addition to base rent a lump sum of approximately FOUR HUNDRED SIXTY-THREE THOUSAND FIVE HUNDRED AND FORTY DOLLARS AND SEVENTY SIX CENTS (\$463,540.76), as additional rent to reimburse the Lessor for various out-of-pocket expenses, as appropriately documented, incurred by the Lessor, being more particularly described in Article 9 and 10.

B. In addition, Lessee shall pay additional rent during the initial term and during the option term for Operating Services as stated in Article 9 of this Agreement.

ARTICLE 6. OPTIONS

A. Lessee shall have the option to extend the lease term of the Leased Premises, at the expiration of the initial five year term for an additional term of Five (5) years, upon the same terms and conditions except for rent. The option term shall commence June 1, 1996 and terminate May 31, 2001. Lessee is required to give Lessor written notice of its desire to extend not less than one hundred days (100) before the expiration of the Initial Term. Such notice shall be given pursuant to the notice requirements stated in this Agreement.

During the option term the annual base rent for the Leased Premises shall be \$11.00 per square foot of space or, One Hundred and Fifty-Nine Thousand Eight Hundred and Thirty (\$159,830) Dollars. Rent shall be paid monthly in advance in 12 equal payments of \$13,319.17.

ARTICLE 7. USE AND OCCUPANCY

The Lessee agrees to use the Leased Premises solely for the purpose of an office space.

ARTICLE 8. INSURANCE

The insurance provision in the Lease shall be deleted and the following provision shall apply:

1. The Lessee agrees that it shall maintain the following insurance coverage.

a. Statutory Workmen's Compensation Insurance applicable for the Commonwealth of Massachusetts, and in addition, Employers Liability Insurance with a minimum coverage of \$100,000.

b. Comprehensive General Liability Insurance, including contractual liability with combined single limit of \$2,000,000 each occurrence, and \$2,000,000 aggregate for Bodily Injury and Property Damage.

c. Automobile Liability Insurance in limits of \$1,000,000 each person, \$1,000,000 each accident for Bodily Injury and \$1,000,000 each accident for Property damage shall be carried in connection with the ownership, maintenance or use of any owned, non-owned or hired vehicles.

d. Lessee may self-insure for all or any portion of the insurance described in this Lease. / The Lessee shall provide Lessor with a Certificate of Insurance upon Lessor's request, indicating that all such above coverage is maintained. In addition, the Certificate shall state that Lessor is named as an Additional Insured on Lessee's policy and that ten day's written notification shall be given to the Lessor in the event of cancellation of the policy. \*\* with regard to the liability insurance described in 8.b above,

r self-  
insurance

ARTICLE 9. LESSOR RESPONSIBILITIES

Lessor's responsibilities shall be upon the same terms and conditions, as stated in the Original Lease, except, and in addition for what follows:

A. The Lessor shall perform construction work for Lessee's use and occupancy of the Premises. Lessor shall provide all labor, materials and equipment and will perform all work according to the Plans labeled Exhibit F, attached hereto and made a part hereof (hereinafter "Lessee's Improvements"). The Lessor shall construct the Lessee's Improvements in a good and workmanlike manner and in compliance with applicable governmental building requirements.

B. The Lessee may request changes in the Lessee's Improvements consisting of additions, deletions or other revisions within the general scope of the work.

C. The Lessor shall use its best efforts to have the Leased Premises ready for occupancy on or before June 1, 1991.

**ARTICLE 10. LESSEE RESPONSIBILITIES**

Lessee's responsibilities for the Leased Premises, shall be upon the same terms and conditions as stated in the Original Lease, except that, in addition, Lessee will reimburse the Lessor for all costs and expenditures of the construction and installation of the Lessee's Improvements as indicated in Article 5. The aforesaid costs and expenses shall include but are not limited to Preliminary Design Services, City of Cambridge Fee for Building Permit Application, Architects Fees, Space Planning, Space Redesign, Telephone Company Engineering, Interim Alterations, Construction Costs and Engineering Change Orders.

Also, Lessee is responsible for reimbursing Lessor for additional costs resulting from Lessee's requested changes to Lessee's Improvements as indicated in Article 9. The charges for Lessee's changes will be established by prior mutual agreement and be paid as a portion of the lump sum payment outlined in Article 5 or by separate billing, as required by the Lessor.

In addition, the Lessee shall pay additional rent for operating services as indicated in Article 5 during the initial term and option term. Said additional rent shall be any amount greater than \$4.00 s.f./year for costs of any operating services which shall include, but not be limited to, the costs of all utilities including water and sewer, janitorial services and real estate taxes.

The payment for said Operating Services shall be due and payable within 30 days of Lessee's receipt of a statement from Lessor. Said Statement will be issued annually on June 1st and will define in reasonable detail and in accordance with generally accepted accounting principles, the Lessor's costs, as appropriately documented, for the preceding calendar year, relating to the maintenance and operation of the Leased Premises.

**ARTICLE 11. NOTICE REQUIREMENTS**

All notices and other communications authorized or required herein, shall be deemed adequate if in writing and sent by certified or registered mail, postage prepaid, return receipt requested, if sent to:

Lessee: President and Fellows of Harvard College  
c/o Harvard Real Estate, Inc.  
1350 Massachusetts Avenue, Suite 1017  
Cambridge, MA 02138

Lessor: New England Telephone and Telegraph Company  
Real Estate Management Center II  
Area Operations Manager--Leasing  
510 Turnpike Street  
North Andover, MA 01845

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IN WITNESS WHEREOF, the parties hereto have set their hand on the date first written above.

LESSOR

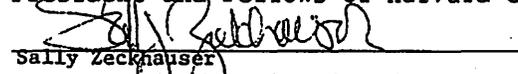
New England Telephone and Telegraph Company



Title: Peter W. Bertschmann - Vice President Human Resources &  
Date: 6.14.91 Corporate Services

LESSEE

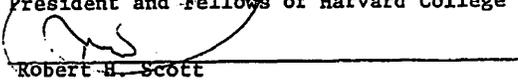
President and Fellows of Harvard College



Sally Zeckhauser  
Title: Vice President for Administration  
Date: May 30, 1991

LESSEE

President and Fellows of Harvard College



Robert H. Scott  
Title: Vice President for Finance  
Date: May 30, 1991

5792C

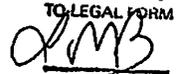
N.E.T. & CO.  
APPROVED AS  
TO LEGAL FORM  
  
ATTY.

EXHIBIT D

1st Floor Total Square Feet	23,168
Common Area	1,912
Harvard Useable	7,127

Total Area	23,168	
Common Area	<u>1,912</u>	<u>23,168</u> Total Gross = 1.09 Factor
Total Minus Common	21,256	21,256 Total Useable

1st Floor Lessee Useable  $7,127 \times 1.09 = 7,768$  Rentable Square Feet  
Ground Floor Lessee Useable  $1,356 \times 1.09 = 1,478$  Rentable Square Feet

First Floor Typical for Building Same Factor Used for Basement.

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10 WARE STREET, CAMBRIDGE, MA  
RENT SCHEDULE

New England Telephone and Telegraph Company--Lessor -  
Harvard University--Lessee

INITIAL TERM: FIVE YEARS  
June 1, 1991 Through May 31, 1996

<u>Year</u>	<u>Annual Rent</u>
1	\$187,683
2	187,683
3	187,683
4	158,438
5	155,207

OPTION TERM: FIVE YEARS  
June 1, 1996 Through May 31, 2001

<u>Year</u>	<u>Annual Rent</u>
6	\$159,830
7	159,830
8	159,830
9	159,830
10	159,830

10 WARE STREET, CAMBRIDGE, MA  
DETAIL OF RENT SCHEDULE--JUNE 1, 1991 THROUGH MAY 31, 2001

	Annual Rent Original Space (5,284 SF)	Annual Rent Additional Space (9,246 SF)	Total Annual Rent (14,530 SF)
June 1, 1991--May 31, 1992	\$ 90,600/\$17.15SF	\$ 97,083/\$10.50	\$187,683
June 1, 1992--May 31, 1993	90,600	97,083	187,683
June 1, 1993--May 31, 1994	90,600	97,083	187,683
June 1, 1994--May 31, 1995:			158,438
June 1, 1994--June 30, 1994	7,550	8,090	15,640
July 1, 1994--July 6, 1994	1,461*	1,565**	3,029
July 7, 1994--July 31, 1994	3,906/\$11SF***	6,524****	10,430
August 1, 1994--May 31, 1995	48,436/\$11SF	80,903	129,339
June 1, 1995--May 31, 1996	58,124	97,083	155,207
June 1, 1996--May 31, 1997	\$58,124/\$11SF	\$101,706/\$11SF	\$159,830
June 1, 1997--May 31, 1998	"	"	"
June 1, 1998--May 31, 1999	"	"	"
June 1, 1999--May 31, 2000	"	"	"
June 1, 2000--May 31, 2001	"	"	"

\* \$90,600Yr./\$7,550 Mo./\$243.55 Da.   \$243.55 x 6 Days = \$1,461.30  
 \*\* \$97,083 Yr./\$8,090 Mo./\$260.97 Da.   \$260.97 x 6 Days = \$1,565.81  
 \*\*\* \$58,124 Yr./\$4,843.67 Mo./\$156.25 Da.   \$156.25 x 25 Days = \$3,906.19  
 \*\*\*\* \$97,083 Yr./\$8,090 Mo./\$260.97 Da.   \$260.97 x 25 Days = \$6,524

D

10 Ware St

051



RECEIVED

MAY 17 1993

City of Cambridge  
Inspectional Service  
831 Massachusetts Avenue  
Cambridge, Massachusetts 02139  
499-6100

JOSEPH J. CELLUCCI  
COMMISSIONER OF BUILDINGS  
AND HOUSING

1993 MAY 17

The undersigned hereby applies for a Permit to Build, Alter, Repair  
in accordance with Section 113.0 of Mass. State Building Code.

OFFICE  
MSC

FEE 1410 SPECIAL 5 TOTAL FEE 1415

Date Received: \_\_\_\_\_  
Date Issued: \_\_\_\_\_  
Permit No.: \_\_\_\_\_

(PRINT IN INK)

N.E.T.

1. Building Location: 10 WARE ST., CAMBRIDGE, MA Date of Application: 5/17/93

2. Zone \_\_\_\_\_ Certified plot plan submitted \_\_\_\_\_ Lot area \_\_\_\_\_ Frontage \_\_\_\_\_

Set backs: front \_\_\_\_\_ right \_\_\_\_\_ left \_\_\_\_\_ rear \_\_\_\_\_

Height above grade: \_\_\_\_\_ ft., \_\_\_\_\_ stories; below grade: \_\_\_\_\_ ft., \_\_\_\_\_ stories

Use & Occupancy BUSINESS How is Building Occupied \_\_\_\_\_

3. Owner: NEW ENGLAND TEL. & TEL. CO. Gross Floor Area: \_\_\_\_\_  
Address: 125 HIGH ST. BOSTON, MA Phone No.: 617 729 8856

4. Applicant: DONALD R. AMBRASIO  
JUNIPER RUSSELL & ASSOC. Lessee or other: ARCHITECT  
Address: 429 WATERTOWN ST, NEWTON, MA Phone No.: (617) 965 7490

5. Contractor: T.G. DRISCOLL CONST CO. INC License No.: B011025  
Address: P.O. Box 3089 PEABODY, MA. Phone No.: 508-535-5636

6. Architect/designer: JUNIPER RUSSELL & ASSOC. INC Registration No.: 5220  
Address: 429 WATERTOWN ST, NEWTON, MA 02458 Phone No.: (617) 965 7490

7. Engineer: \_\_\_\_\_ License No.: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone No.: \_\_\_\_\_

8. Type of work: new addition alteration repair change or use/occupancy  
Other \_\_\_\_\_

9. Description of work: INTERIOR ALTERATIONS TO EXISTING OFFICE SPACE (APPRX. 7,000 SF.) ON GROUND FL. OF EXIST. BLDG.  
- Note: NO CHANGE IN USE  
NO STRUCT. CHANGES  
-> Just minor OFFICE ALTERATIONS SUCH AS new partitions, painting, HVAC MODIFICATION + electrical modifications.

10. Construction characteristics: Type of construction: \_\_\_\_\_  
a. Type of footings: \_\_\_\_\_  
b. Type of foundation: \_\_\_\_\_  
c. Type of frame: I reinforced concrete II structural steel III masonry bearing wall IV wood other \_\_\_\_\_  
d. Type of heat and fuel: \_\_\_\_\_

11. Are the following included?: (notes: 1. see no. 18b; 2. requires separate permit; 3. see no. 16)  
a. Fire extinguishing equip. (note 1) yes no f. Air conditioning (note 3) yes no  
b. Plumbing (note 2) yes no g. Electrical (note 2) yes no  
c. Water pipes (note 2) yes no h. Sprinklers (note 1) yes no  
d. Gas fitting (note 2) yes no i. Fire detection equip. (note 1) yes no  
e. Heating (note 3) yes no j. Any items in Sect. 1200.00 (note 1) yes no

E

LEASE

THIS INDENTURE made between Lessor and Lessee as of this 6<sup>th</sup>  
day of September, 1995.

WITNESSETH, that Lessor does hereby let, lease and demise unto the Lessee, the hereinafter described premises and appurtenances for the term as herein provided; the Lessor to keep the Leased Premises in good and tenantable condition during the occupancy of the premises, except as otherwise herein provided. With the execution of this Lease, the Lease Agreement, dated May 12, 1969, and the First Amendment of Lease, dated June 14, 1991, are superseded effective June 30, 1993.

1. PARTIES

Lessor: New England Telephone and Telegraph Company  
Address: 125 High Street  
Boston, MA 02110  
Attn. Lease Administration (Room 1021)  
Lessee: President and Fellows of Harvard College  
Address: c/o Harvard Real Estate, Inc.  
1350 Massachusetts Ave., Suite 1017  
Cambridge, MA 02138

2. LEASED PREMISES

Approximately 16,994 square feet of floor space which shall include 6,762 square feet on the ground floor and 10,232 square feet on the first floor of the Lessor's building at 10 Ware Street, Cambridge, MA (the "Building") and as shown outlined on the attached plans titled "10 Ware St., Cambridge, MA and First Floor Plans" and labeled "Exhibits A and B."

3. TERM

The term of the lease shall be ten (10) years, commencing July 1, 1993 and terminating June 30, 2003.

4. RENT

4.1 For the period July 1, 1993 to June 30, 1996, the annual rent in the amount of \$168,294 shall be paid in equal monthly installments of \$14,024.50 payable in advance, the first payment due on July 1, 1993. For the period July 1, 1996 to June 30, 2003, rent in the amount of \$176,791/yr. shall be paid in equal monthly installments of \$14,732.58 payable in advance.

4.2 The Lessee shall pay the Lessor on July 1, 1993, in addition to the monthly installment of annual rent, a lump sum of Thirty Eight Thousand Eight Hundred Ten Dollars (\$38,810.00) as additional rent to reimburse the Lessor for the balance of out-of-pocket expenses incurred by the Lessor, being more particularly described in a Lease, dated May 12, 1989 (Article G, "Option") and a First Amendment to the Lease, dated June 14, 1991 (5A, "Additional Rent") between Lessor and Lessee.

5. TAXES

Lessor shall pay for all real estate taxes, betterments, assessments and for all insurance costs attributable to the Leased Premises.

## 6. LESSEE FIRST REFUSAL

6.1 Lessee shall have the right of first refusal to lease additional space within the Building if the Lessor deems any space other than the Leased Premises to be surplus to its needs or the needs of telecommunications companies collocating in the Building pursuant to regulatory requirements, provided that, as to any additional space (i.e., space in addition to the existing 16,994 square feet) Lessee satisfies Lessor that its use of the additional space will not violate local rules and regulations including the Zoning Ordinance of the City of Cambridge. If the City of Cambridge issues building and occupancy permits permitting Lessee to occupy such additional space, it shall be deemed that Lessee has so satisfied Lessor as to such additional space; provided, however, if Lessee's architect certifies that Lessee requires no building permits in order to occupy additional space and Lessee certifies that its use of the additional space expands an existing use as a telephone exchange building, Lessor can accept such certifications as evidence that the use will not violate local rules and regulations. In the event that the Lessor deems surplus space to be available, space shall be offered to Lessee at the rate of \$9.00/SF for the basement space and \$10.50/SF for all other space. Lessor shall refrain from offering additional space in the Building to other parties for a least sixty (60) days after first offering the space to Lessee. Rent for additional space shall be subject to Paragraph 8 (a) hereof. Space shall be rented "as is" and any improvements to the space shall be performed by Lessee with Lessor's advance approval. The term of the additional space rented shall be coterminous with the current term of this Lease.

6.2 The space shall be measured according to the BOMA standards for usable space (Usable Square Footage). The Usable Square Footage shall be multiplied by 1.09 resulting in Rentable Square Footage. The Rentable Square Footage shall be used to calculate rent for additional space leased.

## 7. LESSOR RESPONSIBILITIES

7.1 Lessor shall furnish all electricity, heating and air conditioning, and hot and cold water required in connection with Lessee's use of the Lease Premises.

7.2 Lessor shall be responsible for all repairs, including without limitation, exterior and structural repairs and air conditioning systems serving the Leased Premises.

7.3 Lessor shall be responsible for the removal of snow and ice from the Leased Premises, including the entrances, walkways, and sidewalks adjacent to the Building.

7.4 Lessor shall be responsible for the maintenance of all paved areas, lawns, shrubs and landscaping within or about the Leased Premises and the Building and common areas of the Building and shall keep the same in good condition.

7.5 Lessor shall forthwith at its expense furnish all labor, materials and equipment, and perform all work to construct the improvements shown on the plans titled "Alterations to the Harvard University Ground Floor Office Space, 10 Ware Street, Cambridge, Ma," dated 5/7/93, and "NET/Harvard OIT

First Floor Expansion, 10 Ware Street, Cambridge, MA," dated 1/28/93. Under a separate agreement Lessee has agreed to reimburse Lessor for all costs associated with the work listed on these plans.

7.6 Lessor shall provide cleaning services in accordance with "Exhibit C" attached.

#### 8. LESSEE RESPONSIBILITIES

8.1 Lessee shall pay as additional rent that amount which represents its proportionate share of the increase in costs of Operating Services attributable to the Leased Premises that exceed \$6.00/SF/Year. Operating Services include the costs of electricity (unless separately metered, in which case Lessee shall be responsible for payment directly to the utility company), heating, janitorial services and real estate taxes. The current cost of said services is \$5.25/SF/Year.

8.2 Lessee shall be responsible for any cost associated with interior redecorating within the Leased Premises, provided such work is not necessitated because of fire or other casualty, or because of the negligence of the Lessor or its failure to perform its obligations hereunder.

#### 9. USE and OCCUPANCY

9.1 Lessor warrants that the Leased Premises can be used as a telephone exchange building under Cambridge zoning regulations and Lessor covenants that all permits, approvals or orders necessary to the full enjoyment of Lessee's occupancy of 16,994 square feet of space for telecommunications purposes have been obtained.

9.2 All future permits, approvals or orders necessary because of (a) a change in Lessee's use after July 1, 1995 of the existing 16,994 square feet of space or (b) occupancy of additional space pursuant to Lessee's Right of First Refusal shall be obtained by Lessee and all expenses associated with obtaining permits or zoning approvals or relief, including attorneys' fees, shall be the responsibility of Lessee.

#### 10. ASSIGNMENT

Lessee shall not assign or sublease all or any part of the Leased Premises without the prior written consent of Lessor.

#### 11. DEFAULT BY LESSEE

11.1 If Lessee shall fail to pay when due any installment of rent or any additional rent and such failure shall continue for ten (10) days after notice thereof from Lessor to Lessee or if Lessee shall fail to perform or observe any other obligation on the part of the Lessee to be performed or observed, and such failure shall continue for thirty (30) days after notice thereof from Lessor to Lessee, then, in addition to any other rights Lessor may have at law or in equity for Lessee's default, Lessor shall have the right to give Lessor notice terminating this Lease on the date specified thereof and on such date all the right, title, and interest of the Lessee hereunder shall wholly cease and terminate. Lessee shall then quit and surrender the Premises to Lessor.

**12. SURRENDER**

Lessee covenants to pay to Lessor the rent and additional rent herein specified, and at the expiration of the said term to quit and surrender the Leased Premises in as good state and condition as reasonable use and wear thereof, obsolescence and alterations therein will permit, damages by the elements and unavoidable casualty excepted.

**13. QUIET ENJOYMENT**

Lessor covenants that Lessee, on paying the rent and additional rent as herein reserved, and performing the covenants by it herein made, shall and may peaceably and quietly have, hold and enjoy the Leased Premises for the term aforesaid.

**14. DAMAGE**

In case the Leased Premises shall be destroyed or be so injured by the elements or any other cause as to be untenable and unfit for occupancy, Lessee shall not be liable or bound to pay rent to Lessor for the same after said destruction or injury, and may thereupon at its option quit and surrender the possession of the Leased Premises, but may if it so desires upon the satisfactory completion of the repairs or restoration of the Leased Premises, reoccupy the same upon the terms and conditions herein set forth, the rental to commence from the date of such restoration.

**15. FIXTURES**

It is understood and agreed between the parties hereto that Lessee may install fixtures and /or equipment in the Leased Premises at any time which shall remain the personal property of Lessee, and Lessee shall have the right to enter upon the Leased Premises and to remove said fixtures and equipment at any time either during, or within a reasonable time after the expiration of the term of this Lease (including any renewals or extensions thereof).

**16. ALTERATIONS**

Lessee may at its expense make such changes and alterations in the interior of the Leased Premises as it deems necessary from the time to time, subject to the prior approval of the Lessor, which approval shall not be unreasonably withheld.

Lessee may, after first having obtained the written approval of the Lessor, make specific improvements to the Leased Premises by and at the expense of the Lessee, provided, that such specific improvements shall revert to the Lessor at the expiration of the term or any extension or renewal thereof.

**17. WAIVER OF LIABILITY**

Neither the exercise of any option to terminate nor the failure so to exercise shall be construed as a waiver by the Lessor of any claim for damage by reason of a breach of any covenant in this agreement.

**18. RULES AND REGULATIONS**

The Lessee agrees to comply with the Lessor's Rules and Regulations governing the use of facility and its security requirements as set forth in "Exhibit D" attached.

**19. NON-DISCRIMINATION AND CONFLICT OF INTEREST**

With regard to Lessee's use and occupancy of the Leased Premises, the Lessee hereby agrees to comply with the applicable provisions of the NonDiscrimination Compliance Agreement and the Conflict to Interest Statement, attached hereto and made a part hereof as "Exhibit E" and "Exhibit F" respectively, but Lessee shall not be thereby required to do anything in conflict with Lessee's collective bargaining agreements, affirmative action policies, or personnel policies.

**20. CAPTIONS**

The captions of this Lease are for convenience only and are not a part of this Lease; and do not in any way limit or amplify the terms and provisions of this Lease.

**21. SEVERABILITY**

If any of the terms, provisions or conditions of this Lease or the applications thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease and the application of such term, provision, or condition to persons or circumstance other than those as to which it is held invalid or unenforceable shall not be affected thereby and each of the other terms, provisions, and conditions of this Lease shall be valid and enforceable to the fullest extent permitted by law.

**22. BROKER'S FEE**

No broker is involved in this transaction. In the event a claim is made against either Lessee or Lessor for brokerage fees or commissions in connection with this Lease, either party will indemnify and hold harmless the other with respect to said brokerage fees or commissions.

**23. INSURANCE**

Lessee shall obtain and keep in full force and effect during the term of the Lease the following insurance coverages:

(a) Comprehensive General Liability Insurance, including contractual, independent contractors, broad form property and products/completed operations endorsements. Limits of coverage on an occurrence basis shall be combined single limit of not less than \$2,000,000 for bodily injury and property damage with a policy aggregate of not less than \$3,000,000.

(b) Statutory workers' compensation benefits.

(c) Employer's liability coverage in an amount of not less than \$500,000.

(d) All risk comprehensive property insurance, covering trade fixtures and personal property of Lessee on a replacement cost basis (Lessor is not responsible for carrying any insurance coverage with respect to Lessee's trade fixtures and personal property).

Lessee shall deliver to Lessor a certificate of insurance (or self-insurance) reflecting the coverage required herein and the requirement that Lessor shall receive 10 days prior written notice of cancellation or material change in the coverage or limits of the policy. Lessor will be named as an additional insured in any liability insurance described in Article 23 (a) above.

(e) Notwithstanding anything to the contrary in this Article 23, Lessee shall have the right to self insure with respect to any insurance coverage required of it under Article 23.

#### 24. INDEMNIFICATION

24.1 Lessee shall indemnify, defend, and hold harmless from and against all loss, costs, damages, claims, liabilities, and expenses (including, without limitation, reasonable attorneys' fees and disbursements) suffered by or claimed against Lessor, arising out of (a) Lessee's use and occupancy of the Leased Premises or the business conducted by Lessee therein to the extent caused by Lessee's acts or negligence, and (b) any breach or default by Lessee in the performance or observance of its covenants or obligations under this Lease. The foregoing indemnity excludes claims arising under the Zoning Ordinance of the City of Cambridge on account of Lessee's use of the existing 16,994 square feet of space provided that Lessee's use of the premises does not change; but Lessee's indemnity includes claims arising under said Zoning Ordinance in connection with Lessee's occupancy of additional space whether or not the additional space is used to expand the existing use of the 16,994 square feet.

24.2 Lessor shall indemnify, defend, and hold harmless Lessee from and against all losses, costs, damages, claims, liabilities, and expenses (including without limitation reasonable attorneys' fees and disbursements) suffered by or claimed against Lessee, and arising out of (a) Lessor's default in the performance of its obligations under this Lease or (b) arising out of Lessor's operation of Building (and Building systems) of which the Leased Premises are a part to the extent caused by Lessor's misconduct or negligence.

#### 25. USE OF LESSEE'S NAME

Lessor shall not use Lessee's name or logo in any advertisement or publicity, without Lessee's prior written consent in each instance, which Lessee may withhold in its sole discretion.

#### 26. MISCELLANEOUS

26.1 This Lease may not be changed, modified, terminated or discharged, in whole or in part, nor any of its provisions waived except by a written instrument which (a) shall expressly refer to this Lease and (b) shall be executed by both parties.

26.2 This Lease contains the entire agreement between the parties and all prior negotiations and agreements are merged into this Lease.

26.3 Neither the Lessor nor the Lessee has made, and Lessor and Lessee are not relying upon, any warranties, representations, promises or statements, except to the extent that the same are expressly set forth in this Lease.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this instrument, the day and year first above written.

PRESIDENT AND FELLOWS OF HARVARD COLLEGE

By: Allen J. Proctor  
Allen J. Proctor  
Title: V.P. for Finance

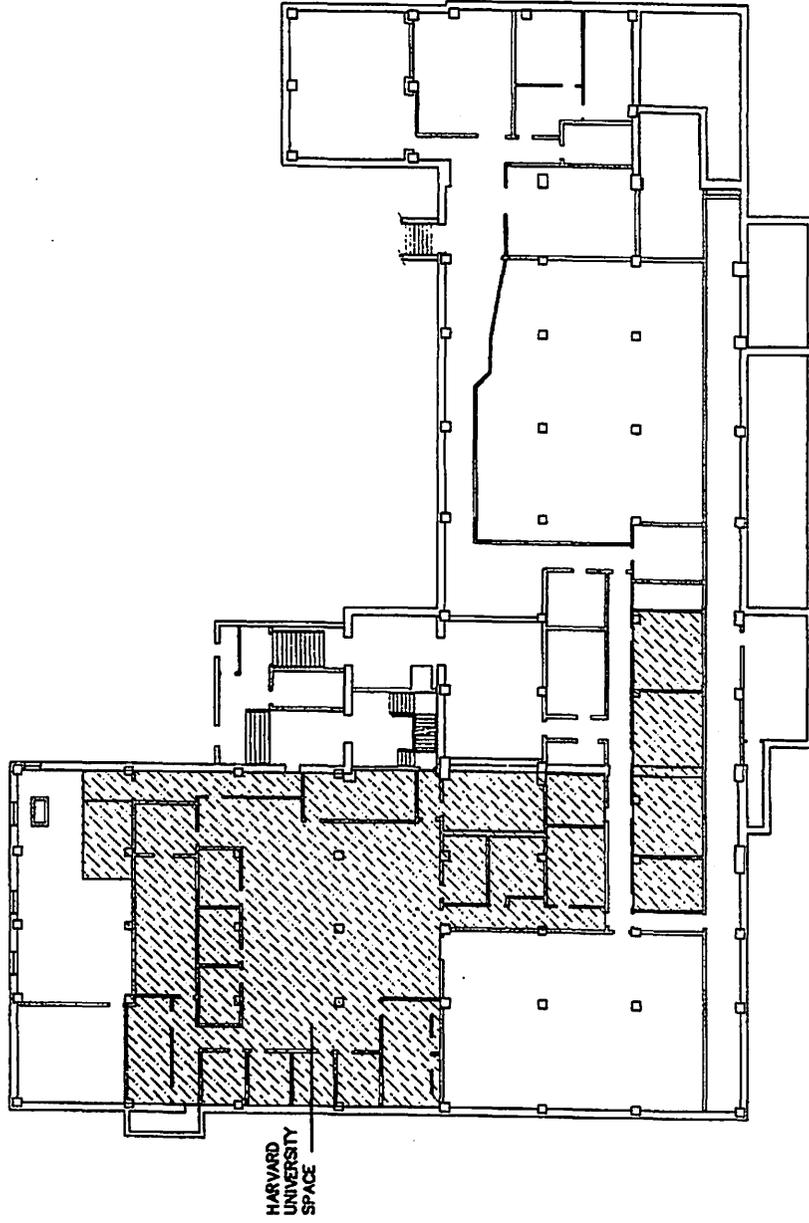
By: Kathy A. Spiegelman  
Kathy A. Spiegelman  
Title: Authorized Signatory

NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

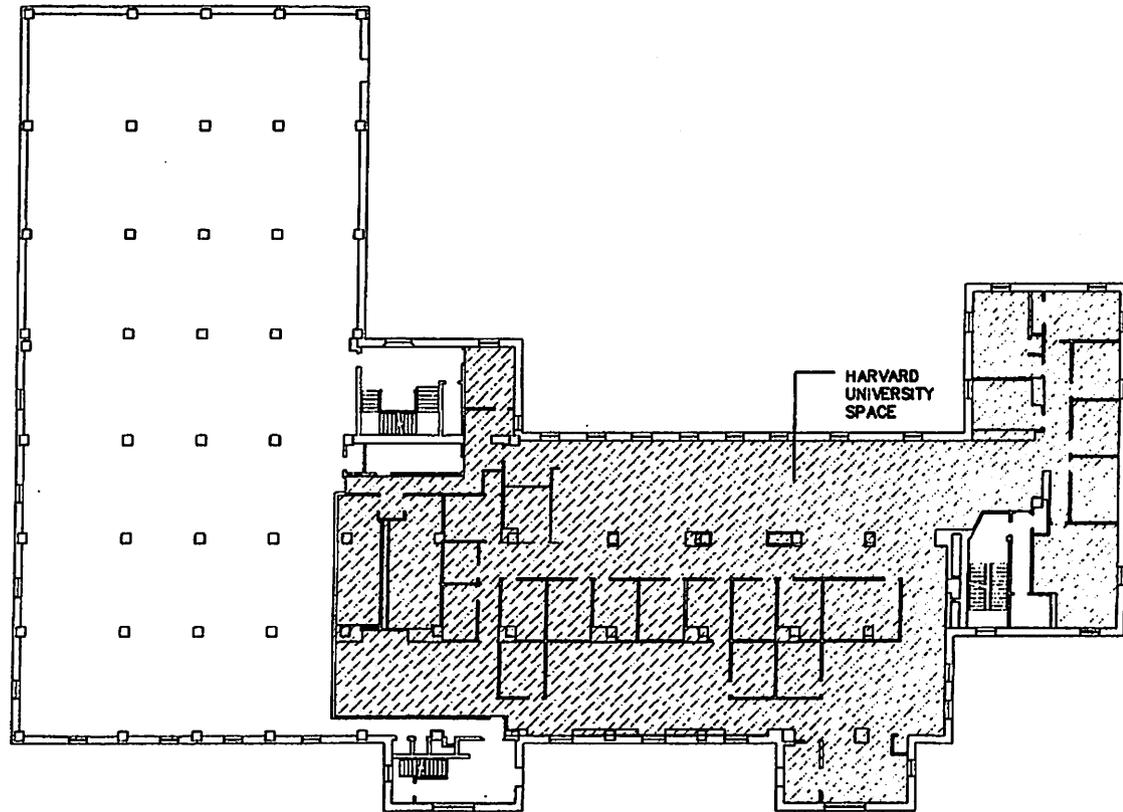
By: [Signature]  
Title: ASSET MANAGER

1654C

N.E.T. & T. CO.  
APPROVED AS  
TO LEGAL FORM  
JSC  
ATX



GROUND FLOOR  
10 WARE STREET, CAMBRIDGE, MA  
1/32" = 1' - 0"



FIRST FLOOR  
10 WARE STREET, CAMBRIDGE, MA

1/32" = 1' - 0"

DATE: 11/15

**"EXHIBIT C"****Cleaning Services****I. Office area****A. Daily (Monday through Friday, holidays excepted):**

1. Empty and clean all waste receptacles and ash trays and remove waste materials from the premises; wash receptacles as necessary.
2. Sweep and dust mop all uncarpeted areas using a dust treated mop.
3. Vacuum all rugs and carpeted areas.
4. Hand dust and wipe clean with treated cloths all horizontal surfaces including furniture, within normal reach.
5. Wipe clean all brass and other bright work.
6. Hand dust all grill work within normal reach.
7. Upon completion of cleaning, all lights will be turned off and doors locked, leaving the premises in an orderly condition.

**B. Weekly:**

1. Remove all finger marks from private entrance doors, light switches, and doorways.

**C. Quarterly:**

1. Render high dusting not reached in daily cleaning to include:  
Dusting all pictures, frames, charts, graphs and similar wall hangings.  
Dusting all vertical surfaces, such as walls, partitions and doors.

**II. Lavatories****A. Daily (Monday through Friday, inclusive; holidays excepted):**

1. Sweep and damp mop floors.
-

2. Clean all mirrors, powder shelves, dispensers and receptacles, bright work, flushometers, piping, and toilet seat hinges.
3. Wash all basins, bowls, and urinals.
4. Empty and clean paper towels and sanitary disposal receptacles.
5. Remove waste paper and refuse.
6. Refill tissue holder, soap dispensers, towel dispensers, vending sanitary dispensers; materials to be furnished to lessor.

B. Monthly:

1. Wash lavatory floors.
2. Wash all partitions and tile walls in lavatories.

III. Main Lobbies and Corridors

A. Daily (Monday through Friday, inclusive; holidays excepted):

1. Sweep all floors.
2. Clean all rubber mats.

B. Monthly:

1. All resilient tile floors in public areas to be treated equivalent to spray buffing.

IV. Windows

A. Annually:

1. Lessor shall wash the exterior of all windows each spring.

V. Other

Lessee requiring services in excess of those described above shall request same through Lessor, at Lessee's expense.

"EXHIBIT D"

RULES AND REGULATIONS

The Lessee shall cooperate with the Lessor to preserve the physical security of the facility. Adherence to the following Rules and Regulations by the Lessee is required:

1. Building Access

- A) Lessee shall have access to its premises during normal business hours i.e. 7:00 a.m. to 6:00 p.m., Monday through Friday. Entrance shall be gained via door access control cards and shall be restricted to doors No.'s 1,2,7 & 13 as shown on "Exhibit A". Access to the premises during all other hours will be restricted to the Lessee's employees who are identified on an access control list that will be furnished to the Lessor.
- B) The Lessee is prohibited from access/occupying any other portion of the premises that is not specifically identified as their rentable area under this agreement.

2. Security Coordinator

- A) The Lessee shall designate a Security Coordinator who will be responsible for coordinating all security and fire safety procedures with the Lessor's Building Security Coordinator.
- B) The Lessee's Security Coordinator shall also be responsible for maintaining a visitor's log and issuing the appropriate visitor passes. The visitor shall be instructed that the pass must be returned when leaving the facility. For all passes not returned on the day of issue, the visited employee shall be contacted immediately by the person who issued the pass. If the visitor has left the building, the Visitor Log shall be so noted. The Visitor Logs shall provide space for the date and the time of admittance, time of departure, the name of the company represented by the visitor, the visitor's signature, the name, title and room number of the person to be visited, and any other information pertaining to the visitor as may be deemed necessary.
- C) The Lessee's Security Coordinator shall be responsible for the physical security of its work areas. Items of physical security shall include but not limited to the following:
  - 1. Locking desks, file cabinets, storage cabinets,

stockrooms etc.

2. Clearing desk tops of valuable items at the end of the day.
3. Locking all doors.
4. Keeping current records of all keys and their associated distribution.
5. Securing all office equipment and computers.
6. Recording all serial numbers of office equipment and computers.
7. Monitoring the workplace to insure personal valuables - i.e. wallets, pocketbooks and purchases of gifts are not left unattended.

D) Employee Identification Cards

The Lessee is responsible to insure each of its employees has a photo identification that can be produced upon request.

E) Drugs, Controlled Substances and Alcohol

The New England Telephone Company policy strictly forbids the illegal use, possession or transfer of alcohol, narcotics, other habituating drugs or controlled substances on Company premises. The Company reaffirms its right to search any and all company property at any time.

F) Weapons

The New England Telephone Company policy strictly forbids the use or possession of dangerous weapons (explosive and fireworks) on Company premises.

harvard

EXHIBIT E

NON-DISCRIMINATION COMPLIANCE AGREEMENT

For reference purposes in this Non-Discrimination Compliance Agreement,

\_\_\_\_\_ will hereafter be called the contractor.

To the extent that this contract is subject to them, contractor shall comply with the applicable provisions of the following: Exec. Order No. 11246, Exec. Order No. 11625, Exec. Order No. 12138, Exec. Order No. 11701, Exec. Order No. 11758, Section 503 of the Rehabilitation Act of 1973 as amended by PL93-516, Vietnam Era Veteran's Readjustment Assistance Act of 1974 and the rules, regulations and relevant Orders of the Secretary of Labor pertaining to the Executive Orders and Statutes listed above.

Monetary amounts or contractual or purchasing relationships, together with the number of the contractors employees, determine which Executive Order provisions are applicable. For contracts valued at less than \$2,500, none of the clauses shall be considered a part of this contract. However, for contracts of or which aggregate to \$2,500 or more annually, the following table describes the clauses which are included in the contract.

1. Inclusion of the "Equal Employment Opportunity" clause in all contracts and orders.
2. Certification of non-segregated facilities.
3. Certification that an Affirmative Action program has been developed and is being followed.
4. Certification that an annual Employer's Information Report (EEO-1 Standard Form 100) is being followed.
5. Inclusion of the "Utilization of Minority and Women's Business Enterprises" clause in all contracts and orders.
6. Inclusion of the "Minority and Women's Business Subcontracting Program" clause in all contracts and orders.
7. Inclusion of the "Listing of Employment Openings" clause in all contracts and orders.
8. Inclusion of the "Employment of the Handicapped" clause in all contracts and orders.

\$2,500 to \$5,000	\$5,000 to \$10,000	\$10,000 to \$50,000
8	8	1,2,5,6,7,8
\$50,000 to \$500,000		\$500,000 or more
1,2,3*,4*,5,6,7,8		1,2,3*,4*,5,6,7,8

\* Applies only for businesses with 50 or more employees.

1. Equal Employment Opportunity Provisions

In accordance with Executive Order 11246, dated September 24, 1965 and Part 60-1 of Title 41 of the codes of Federal Regulations (Public Contracts and Property Management, Office of Federal Contract Compliance, Obligations of Contracts and Subcontractors) as may be amended from time to time, the parties incorporate herein by this reference the regulations and contract clauses required by those provisions to be made a part of Government Contracts and subcontracts.

2. Certification of Non-segregated Facilities

The contractor certifies that it does not and will not maintain any facilities it provides for its employees in a segregated manner, or permit its employees to perform their services at any location under its control, where segregated facilities are maintained, and that it will obtain a similar certification, prior to the award of any nonexempt subcontract.

3. Certification of Affirmative Action Program

The contractor affirms that it has developed and is maintaining an Affirmative Action Plan as required by Part 60-2 of Title 41 of the codes of Federal Regulation.

4. Certification of Filing of Employer's Information Reports

The contractor agrees to file annually on or before the 31st day of March complete and accurate reports on Standard Form 100 (EEO-1) or such forms as may be promulgated in its place.

**CONFLICT OF INTEREST STATEMENT**

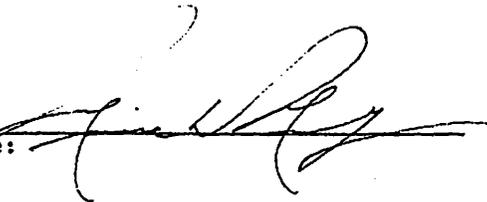
- (a) The contractor hereby certifies that, to the best of its/his knowledge and belief, no economic, beneficial, employment, or managerial relationship exists between the contractor and any employee of the Telephone Company, or any member of said employee's family, which would tend in any way to influence such employee in the performance of his or her duties on behalf of the Telephone Company in connection with the awarding, making, amending or making determinations concerning the performance of this contract.
- (b) The Telephone Company may, by written notice to the contractor, terminate the right of the contractor to proceed under this contract, without any liability whatsoever on the part of the Telephone Company if, in the exercise of good faith, it is found by the Telephone Company:
- (1) that the contractor has violated the certification contained in clause (a) hereof regarding conflict of interest; or
  - (2) that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the contractor, or any agent or representative of the contractor, to any officer or employee of the Telephone Company with a view toward securing a contract or securing favorable treatment with respect to the awarding, making, amending, or the making of any determination with respect to the performance of such contract.
- (c) In the event this contract is terminated as provided in paragraph (b) hereof, the Telephone Company shall be entitled to pursue the same remedies against the contractor as it could pursue in the event of a breach of contract by the contractor.
- (d) The rights and remedies of the Telephone Company provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
-

NOTICE: All notices and other communications authorized or required herein, shall be deemed adequate if in writing and sent by certified or registered mail, postage prepaid, return receipt requested if sent to:

Lessee: President and Fellow of Harvard College  
c/o Harvard Real Estate, Inc.  
1350 Massachusetts Ave., Suite 1017  
Cambridge, MA 02138

Lessor: New England Telephone and Telegraph Company  
Real Estate Operations  
Area Operations Manager - Leasing  
510 Turnpike Street  
North Andover, MA 01845

IN WITNESS WHEREOF, the parties hereto have executed this instrument under seal the day and year first above written.

By: 

Title: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

NEW ENGLAND TELEPHONE AND  
TELEGRAPH COMPANY

By: Gilbert B. M. Korman

Title: <sup>for</sup> Area Operations Manager - Leasing

11

# CITY OF CAMBRIDGE

## INSPECTIONAL SERVICES DEPARTMENT

831 Massachusetts Avenue Cambridge, MA 02139 Tel: 617-349-6100



Permit #: BLDC-051128-2016

Date: 12/09/2016

# BUILDING PERMIT

**Timothy Lunt**

78 Valley Street, Salem, NH01970

has permission to do Addition / Alteration

**Interior renovation to approximately 10,000 sq ft of office space: 1st floor.**

**10 Ware St**

provided that the person accepting this permit adhere to regulations governing the Inspectional Services Department. Approved plans must be retained on the job site at this permit kept posted until the final inspection has been made. Building shall not be occupied until a final inspection has been made and a Certificate of Use and Occupancy has been issued. Work shall not proceed until inspectors approve various stages of construction. Code violations are subject to fines.

IF THE ORIGINAL ESTIMATED COST OF JOB IS 50K OR MORE, THEN A FINAL COST AFFIDAVIT IS REQUIRED PRIOR TO FINAL SIGN OFF ON

Ranjit Singanayagam, Commissioner

<b>Excavation</b> Depth Soil Condition  Date	<b>Footings</b> Foundation Drain  Date	<b>Rough Frame</b>  Date	<b>HVAC Duct Work</b>  Date	<b>Above Ceiling</b>  Date	<b>Insulation</b>  Date	<b>Final Inspection for Certificate of Occupancy</b>  Date
<b>Plumbing</b> Rough Final  Date	<b>Gas</b> Rough Final  Date	<b>HVAC Equipment</b>  Date	<b>Sprinkler</b>  Date	<b>Electrical</b> Rough Final  Date	<b>Sanitary</b>  Date	<b>Cambridge Fire Dept.</b>  Date

G



**CITY OF CAMBRIDGE**  
**INSPECTIONAL SERVICES DEPARTMENT**  
 831 Massachusetts Avenue, Cambridge, MA 02138  
 Tel: 617 - 349 - 6100 Fax: 617 - 349 - 6132

**CERTIFICATE OF USE AND OCCUPANCY**

In accordance with the provision of Chapter 143 of the MGL, and Section 111/R110 of the Eighth Edition of the Building Code and in accordance with the provisions of Chapter 40A of the MGL and Article 9.000, Section 9.20 of the Cambridge Zoning Ordinance, this is to certify that building and/or land located at address below has been inspected and the occupancies thereof are hereby authorized:

**10 Ware St  
 Cambridge, MA**

Certificate Number: CO-058443-2017

Occupancy Group: B Business Buildings,

Building Permit No: 51128-2016

Owner: Verizon Communications

Use Class: Article 4 Section.(D)

Zone: C-1

Architect: Kenneth Fisher

Type: 3B

Contractor: Gilbane Building Co.

Digital copies of plans are retained with the Building Permit record.

Floor:	Approved Usage	Square Footage
Basement	N/A	0
1st Floor	Business (Verizon Communications)	10,126
2nd Floor	N/A	0
3rd Floor	N/A	0
4th Floor	N/A	0
5th Floor	N/A	0
Addl Levels	N/A	0
Roof Use	N/A	0
Parking Location	N/A	0

# of Space

Other:

Date of Issuance: 06/12/2017

Ranjit Singanayagam  
 Commissioner

Conditions:

**This certificate must be available on the premises at all times.**

