

Alexandria Real Estate Equities, Inc.
400 Technology Square, Suite 101
Cambridge, MA 02139

June, __ 2019

Mayor Marc C. McGovern
Vice Mayor Jan Devereux
Ordinance Committee Co-Chair Dennis J. Carlone
Ordinance Committee Co-Chair Craig A. Kelley
City Councilor Alanna M. Mallon
City Councilor Sumbul Siddiqui
City Councilor E. Denise Simmons
City Councilor Timothy J. Toomey, Jr.
City Councilor Quinton Y. Zondervan
795 Massachusetts Avenue
City Hall
Cambridge, MA 02139

Re: Commitments and conditions accompanying the Petition for Grand Junction Zoning attached hereto as Attachment A

Dear Mayor McGovern, Vice Mayor Devereaux, Ordinance Committee Co-Chair Carlone, Ordinance Committee Co-Chair Kelley and Councilors Mallon, Siddiqui, Simmons, Toomey, and Zondervan:

The purpose of this letter is to describe commitments and benefits which ARE-MA Region No. 61, LLC (“Alexandria”) is prepared to offer to the City of Cambridge to facilitate and enable Alexandria’s use and development of the Development Land, subject to the satisfaction of the “Conditions” set forth below.

This letter is the “Letter of Commitment” referenced in Section _____ of the proposed amendment to the Zoning Ordinance set forth in Attachment A (the “Grand Junction Zoning”). All capitalized terms not defined herein shall have the meaning given them in Attachment A. This Letter of Commitment shall be binding upon and inure to the benefit of successor owners of the Development Land; Paragraphs A(1) and A(2) below shall be binding upon and inure to the benefit of successor owners of the Garage Parcel (hereinafter defined).

A. Alexandria’s Commitments

1. Alexandria, by and through its affiliate, ARE-MA Region No. 58, LLC (“ARE 58”), the owner of the land and building known as the Kendall Square Garage (Tax Lot 39-174) (“Garage Parcel”), hereby agrees that any new building constructed on and as part of a redevelopment of the Garage Parcel shall not exceed the height and massing of the existing One Kendall Square Garage. Said restriction shall be effective on the issuance of a Permanent Certificate of Occupancy for the Project and no challenge to the validity of

the same shall have been made (or in the event of any challenge, such challenge shall have been finally resolved in favor of such validity) and shall remain in force for 50 years from the date of enactment of the Grand Junction Zoning.

2. Alexandria will work cooperatively with owners of property on Cornelius Way that abut the OKS Parking Garage Parcel (Tax Lot 39-174) to finalize a mutually-acceptable agreement allowing those abutting property owners access to the triangle of property between the OKS Parking Garage and the abutting lots. The agreement will: (i) address construction by Alexandria of a landscaped trellis on the north side of the parking garage; (ii) include an appropriate setback from the garage; (iii) provide for reasonable access to the triangle by the abutting property owners; (iv) not permit excavation or construction (or installation of temporary or permanent utilities or improvements) by the abutting property owners; and (v) require the abutting property owners to provide Alexandria customary protections, e.g., insurance and indemnification. Said agreement shall be effective on the issuance of a Permanent Certificate of Occupancy for the Project and no challenge to the validity of the same shall have been made (or in the event of any challenge, such challenge shall have been finally resolved in favor of such validity) and shall remain in force for 50 years from the date of adoption of the Grand Junction Zoning.
3. Alexandria will contribute up to \$11,250,000 to the City to enable the City to design and construct improvements for the Grand Junction bike path on the Grand Junction Land, such contribution to be made no later within ninety (90) days after the issuance of a Permanent Certificate of Occupancy for the Project and no challenge to the validity of the same shall have been made (or in the event of any challenge, such challenge shall have been finally resolved in favor of such validity). The use of such funds will be restricted to the purpose for which they are contributed.
4. Alexandria will make a separate contribution of \$500,000 to the Linden Park Neighborhood Association for beautification of the Linden Park neighborhood generally (the "Linden Park Contribution") on the following schedule: (i) \$100,000 within ninety (90) days after the adoption of the Grand Junction Zoning provided that no challenge to the validity of the same shall have been made (or in the event of any challenge, such challenge shall have been finally resolved in favor of such validity); and (ii) \$100,000 within ninety (90) days after the permits and approvals required for the Project are granted and any appeal periods shall have expired without any appeal having been made, or in the event that any appeal does occur, the outcome of said appeal shall not result in a change in the validity, or reduction in the development rights set forth in, the permits and approvals; and (iii) \$150,000 within ninety (90) days after the issuance of a Building Permit for vertical construction of the Project and no challenge to the validity of the same shall have been made (or in the event of any challenge, such challenge shall have been finally resolved in favor of such validity); and (iv) \$150,000 within ninety (90) days after the issuance of a Permanent Certificate of Occupancy for the Project and no challenge to

the validity of the same shall have been made (or in the event of any challenge, such challenge shall have been finally resolved in favor of such validity). The use of such funds will be restricted to the purpose for which they are contributed.

5. NStar Electric Company d/b/a Eversource Energy (“Eversource”) is the owner of Tax Lot 32-52 (“Eversource Land”), which abuts the Development Land. If Eversource offers to sell the Property to Alexandria, then Alexandria shall use reasonable efforts to purchase the Eversource Land, subject to and conditioned on the following: (i) title, survey and the environmental status of the Eversource Land are satisfactory in Alexandria’s sole discretion; (ii) Alexandria’s total cost to purchase the Eversource Land does not exceed \$12,929,000; and (iii) Alexandria shall not be obligated to Close on the purchase of the Eversource Land until ninety (90) days after the Permanent Certificate of Occupancy is issued for the Project and no challenge to the validity of the same shall have been made (or in the event of any challenge, such challenge shall have been finally resolved in favor of such validity). Alexandria’s obligation under this Paragraph 5 shall terminate __ years after the date of enactment of the Grand Junction Zoning

B. Conditions to Alexandria’s Commitments

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

1. The amendments to the Cambridge Zoning Ordinance set forth in Attachment A are duly adopted in the form attached hereto as Attachment A, and no challenge to the validity of the same shall have been made (or in the event of any challenge, such challenge shall have been finally resolved in favor of such validity.)
2. Permits and approvals required under the Cambridge Zoning Code area granted, (a) allowing Alexandria to construct a building(s) containing a total commercial space of at least 400,000 square feet of Gross Floor Area (as defined in the Cambridge Zoning Ordinance), subject to any reductions proposed by Alexandria (the “Project”), and (b) Alexandria shall have commenced construction of the Project.
3. The appeal periods for the permits and approvals necessary for the Project, including without limitation a Grand Junction Special Permit and an Article 19 Special Permit, shall have expired without appeal having been made, or in the event that any appeal does occur, the outcome of said appeal shall not result in a change in the validity, or reduction in the development rights set forth in, the permits and approvals. All time periods specified in this Letter of Commitment shall be tolled during the resolution of any appeal.
4. So long as Alexandria, its successors and assigns, is proceeding with development and until the Project is completed, the City shall not have initiated or supported any rezoning

or other ordinance changes that would have the effect of adversely affecting any of the uses or development authorized by the Grand Junction Zoning.

C. Conclusion

Alexandria is making these payments and providing the other mitigation referenced above in order to provide resources to mitigate any impacts which might result from the Project as a result of the rezoning and any Special Permits granted therefore.

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

Sincerely,

ARE-MA Region No. 61, LLC

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

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

By: _____
Name: _____
Title: _____

June ____, 2019

Page 5

Limited Joinder of ARE-MA Region No. 58, LLC Solely with Respect to Sections A(1) and A(2) of this Letter:

ARE-MA Region No. 58, LLC

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

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

By: _____
Name: _____
Title: _____

- Attachment A - Form of Grand Junction Zoning
- Attachment B - Garage Parcel--No Building Area
- Attachment C - Landscaped Trellis Plan and Details

Attachment A - Form of Grand Junction Zoning

[Follows this page]

DRAFT

Attachment B - Garage Parcel--No Building Area

[Follows this page]

DRAFT

Attachment C - Landscaped Trellis Plan and Details

[Follow this page]