

HARVARD UNIVERSITY
CAMBRIDGE, MASSACHUSETTS 02138

Harvard University ☐
Letter of Commitment ☐
for Ordinance 1269

October 27, 2003

Mayor Michael A. Sullivan
Vice Mayor Henrietta Davis
Ordinance Committee Co-Chair David P. Maher
Ordinance Committee Co-Chair Brian Murphy
City Councillor Marjorie C. Decker
City Councillor Anthony D. Galluccio
City Councillor Kenneth E. Reeves
City Councillor E. Denise Simmons
City Councillor Timothy J. Toomey, Jr.
795 Massachusetts Avenue
City Hall
Cambridge, Massachusetts 02139

**SUBJECT: Commitments and conditions accompanying the substitute petition for
Riverside Zoning attached hereto as Attachment A.**

Dear Mayor Sullivan, Vice Mayor Davis, Ordinance Committee Co-Chairs Maher and Murphy,
and Councillors Decker, Galluccio, Reeves, Simmons, and Toomey:

The purpose of this letter is to describe negotiated agreements through which Harvard University is prepared to offer benefits and commitments coupled with commitments from the City to facilitate and enable University use and development of key sites. This letter reflects further agreements made since an earlier version of this letter (a photocopy of which (without attachments) is attached hereto for convenience of reference only) was circulated to you earlier today. The constructive efforts of the City Council to reach mutually beneficial agreements have enabled this resolution. Harvard is pleased that significant open space and affordable housing benefits have been linked to development proposals that include strong urban design principles benefiting the Riverside neighborhood, the University and the City as a whole.

This letter is the "Letter of Commitment" referenced in Section II.A of Attachment A. This letter serves to define those commitments and conditions that fall outside of the parameters of the City's zoning ordinance. For purposes of this letter, references to Area 1 include Special District 12 described in Section I.A of Attachment A; references to Area 2 include Special District 13 described in Section I.B of Attachment A; and references to Area 6 include only the

Special District 14 portion thereof as described in Section I.F2 of Attachment A. This letter only applies to Harvard-owned property in Areas 1, 2, and 6, described above. The commitments and benefits offered by Harvard are linked to the University's ability to fully use and develop its property consistent with Attachment A. The timing and availability of the benefits are linked to Harvard's right to proceed with the Harvard development and use of Harvard-owned properties in Area 1, Area 2, and Area 6 as described in Attachment B (Harvard Development Program), consistent with the incentive zoning provisions contained in Section II.A of Attachment A.

Subject to the fulfillment of the Conditions described below, Harvard commits to the following:

A. HARVARD'S COMMITMENTS

1. Development of Harvard Land
2. Restrictions Regarding Institutional Residential Development
3. Parking
4. Creation of Open Space
5. Creation of Housing
6. Commitments Regarding Historic Structures
7. Community Benefits Associated with Construction Mitigation

1. Development of Harvard Land: Harvard intends to construct new University housing fully utilizing the incentive provisions in Attachment A. With the adoption of Attachment A, Harvard proposes to apply for approvals for development of University housing in Area 1 (Memorial Drive) and Area 6 (Cowperthwaite/Banks/Grant Street) delineated in Attachments A and B. Furthermore, Harvard commits to initiate appropriate City applications for the projects described in Attachment B within one year from adoption of Attachment A. If Harvard fails to do so, Harvard will not apply for permits under the base zoning rather than under the incentive zoning provisions in Areas 1 or 6 (Special Districts 12 and 14 in Attachment A), for a period of thirteen months thereafter. Notwithstanding the foregoing, Harvard commits that it will not sell properties in the two areas prior to December 1, 2005, nor will Harvard apply for permits under base zoning in Areas 1 and 6 during that time period unless applications by Harvard consistent with the incentive provisions are denied.

2. Restrictions Regarding Institutional Residential Development: In discussions with neighbors, Harvard has been asked to voluntarily place limitations on the institutional uses in Areas 1, 2, and 6. In response to these concerns Harvard commits as follows:

- a. Any new University housing to be developed in Areas 1 or 6 delineated and described in Attachments A and B will not be for undergraduate use.
- b. There will be no central food preparation on site requiring major truck deliveries to the new University housing constructed in Areas 1 (Memorial Drive) and 6 (Cowperthwaite/Banks/Grant Street), although there may be common areas with some kitchen facilities.

c. If Harvard develops University housing in Area 2 (Blackstone Station) the same provisions regarding undergraduate use and central food preparation shall apply.

3. Parking:

a. Harvard will not oppose creation of a City policy of prohibiting issuance of on-street parking permits to residents of new housing development constructed after October 27, 2003, in Areas 1, 2, and 6.

b. Harvard will provide surface parking in Area 1 (Memorial Drive), along a Harvard driveway to be constructed on and east of the Massachusetts Water Resource Authority ("MWRA") sewer easement. (See Attachment B.)

4. Creation of Open Space:

a. Harvard will landscape the 34,000 SF (approximate) area located at the corner of Memorial Drive and Western Avenue bounded to the south, west, and north by the property lines, and on the east by a line which is 2 feet west of the western edge of the MWRA sewer easement, for use as public open space ("Open Space"), as currently defined under "Open Space, public" in the Cambridge zoning ordinance, providing a baseline scope of landscaping and amenities in accordance with a plan prepared by the City in consultation with the community and Harvard. Harvard will commit to design and implement landscape and hardscape improvements planned in conjunction with the City with a budget of approximately \$780,000 (based on \$1 million per acre) including design and engineering. Harvard will not be responsible for any cost associated with a consulting landscape architect hired directly by the City or the community in connection with this project nor with the added design or construction cost associated with specific installations exceeding the baseline scope.

b. Harvard will grant a surface easement deed to the City of Cambridge for publicly accessible open space covering the Open Space Area. An easement deed will be conveyed concurrent with issuance of Certificates of Occupancy and all other necessary permits for the development in Area 1 described in Attachment B. The easement will be made perpetual one year from the date of the last permanent Certificate of Occupancy or other permit required to enable Harvard to achieve full occupancy and to commence uses associated with the projects in Area 1 (Memorial Drive) and Area 6 (Cowperthwaite/Banks/Grant Street) described in Attachment B

c. Harvard will retain rights to use the subsurface of the Open Space for all purposes, including without limitation, to use, maintain, and replace the existing steam tunnels existing under the Open Space, to construct in accordance with applicable laws and regulations, air handlers, ventilation equipment, and stairs and elevators providing access to the underground garage, and to install, maintain, repair, and replace utilities and wires and conduits on and in the Open Space area and Harvard will exercise such rights (in consultation with the City) so as to minimally interfere with the Open Space and will promptly restore portions of the Open Space affected by such exercise, and will be responsible for damages and injuries to the extent caused

by Harvard's exercise of such rights. Except in emergencies, no work will be performed in the Open Space by Harvard in connection with the exercise of Harvard's retained rights, without first coordinating such work with the City. The City and Harvard will work together to ensure that the plan prepared by the City for the Open Space and the subsurface plan to support Harvard's development projects in Area 1 (Memorial Drive) are not inconsistent. Harvard will have the right to include the 34,000 square foot area described above as part of the Floor Area Ratio for projects in Area 1 (Memorial Drive). The Open Space will count as part of any required yard when calculating setbacks, minimum useable open space, and minimum yards.

d. The underground parking garage shall be designed with the objective of not creating vehicular access on the Open Space and with the intention of having the garage access be from Akron Street if feasible. This guideline may be modified as necessary to accommodate any building, health, and or safety code requirements necessary for construction and operation of the underground garage and access thereto. Harvard will retain responsibility for damage to the Open Space caused by the garage, provided that no work will be performed in the Open Space by the City above the garage without first coordinating such work with Harvard to ensure that the work will not adversely affect the garage.

e. After the Open Space is constructed and delivered to the City, the City will have sole control of the Open Space and sole responsibility for its operation and conditions. Harvard will assign to the City the warranties existing under the contractor's contracts.

f. The Open Space easement will be usable by Harvard to fulfill any public benefits that may be required under M.G.L. c. 91, if applicable.

g. The development program in Area 6 (Cowperthwaite/Banks/Grant Street) as described in Attachment B, shall not include any building located within 50 feet of the northerly sideline of Grant Street and within sixty feet of the westerly sideline of lot #73 on Cambridge Assessors Plat 132.

5. Creation of Housing:

a. Harvard will develop a minimum of 30 and maximum of 34 affordable, low-, and moderate-income deed-restricted home ownership units ("affordable housing") constituting a total of 36,000 gross floor area (GFA) at 45 Blackstone Street and 219 Putnam Avenue (the "Switch House"), together with accessory parking. The 36,000 GFA for affordable housing was derived by calculating the 15% affordable housing requirement formula for residential development in the City, translating unit count into percentage of GFA in order to allow the units to better meet the City-stated needs for family-sized units. Harvard then increased the 15% formula to 20%. If after the full buildout for new construction in Area 1 (Memorial Drive) and Area 6 (Cowperthwaite/Banks/Grant Street) is allowed, the formula would generate more than 36,000 GFA to meet the 20% commitment, then the GFA of affordable housing, will be increased accordingly, first attributable to the GFA of affordable housing referred to in subparagraph A.5.c below, and the remainder, if any in the Switch House, if feasible. If not feasible in the Switch House, Harvard will make a financial contribution as described in subparagraph A.5.b below. The sale of the units will coincide with issuance of Certificates of

Occupancy and all necessary permits for completed development of Area 6 (Cowperthwaite/Banks/Grant Street). The units will be marketed and the buyers selected by the City. Unit size shall be determined jointly between Harvard and the City, with the understanding that there will be a mix of unit sizes. Income distribution shall be approximately 60% of the units for households having an income up to 80% of area-median income, 30% of the units for households having an income of up to 100% of area-median income, and 10% of the units for households having an income of up to 120% of area-median income. Harvard will dedicate 2% of the sale price for each unit sold to create a building reserve fund for the condominium association to be established for the Switch House development.

b. Harvard and the City have agreed that the Switch House is the preferred project to fulfill the affordable housing commitment associated with this negotiated agreement for University housing development and Harvard and the City will jointly apply for necessary permits for development of housing at the Switch House location. However, if necessary permits are denied for housing at the Switch House or if the Switch House property is mutually determined by the City and Harvard to be infeasible for residential conversion, concurrent with issuance of the Certificates of Occupancy for development in Area 6 (Cowperthwaite/Banks/Grant Street), Harvard will make a contribution to the Affordable Housing Trust of a mutually agreed amount based on appropriate Cambridge development benchmarks (including acquisition costs) to enable the development of 36,000 gross square feet (or an amount determined to equal the 20% commitment described above) of affordable housing. Either contribution will fully suffice as Harvard's affordable housing contribution for development in Areas 1 (Memorial Drive) and 6 (Cowperthwaite/ Banks/Grant Street).

c. As part of the full buildout of Harvard's development rights in Special District 12, Harvard will provide affordable rental housing in Special District 12 in the buildings to be constructed south of Hingham Street, and the amount of such affordable housing shall be based on GFA (and not units) and calculated based on the GFA of buildings in Special District 12 located south of Hingham Street, and the calculation shall use the formula in subparagraph A.5.a above. The GFA of such affordable housing will be counted towards meeting any additional GFA in excess of 36,000 GFA required to meet the 20% commitment in paragraphs A.5.a and A.5.b above.

6. Commitments Regarding Historic Structures:

a. Harvard will deem added to the existing agreement with the Cambridge Historical Commission dated February 11, 1986, the existing buildings in Area 2 (Blackstone Station) so that Harvard will be obligated to consult with the Executive Director of the Cambridge Historical Commission on new construction or exterior changes to buildings in Area 2 (Blackstone Station).

b. Furthermore, the existing Harvard-owned wood frame structures on both sides of Grant Street between Athens Street and Banks Street will not be demolished by Harvard during their useful life.

7. Community Benefits Associated with Construction Mitigation:

a. Harvard will adopt construction mitigation practices for construction of new housing in Areas 1 (Memorial Drive) and 6 (Cowperthwaite/Banks/Grant Street) that will include the coordination by an assigned construction mitigation manager, regular project coordination meetings with abutters, creation of a construction update website and a call center.

b. In addition, Harvard will contribute \$50,000 to community organizations in the Riverside neighborhood.

B CONDITIONS CORRESPONDING TO HARVARD'S COMMITMENTS

For purposes of clarification, Harvard's commitments listed above are offered if the following conditions are met:

1. The amendments to the Cambridge Zoning Ordinance in Attachment A affecting Harvard-owned property in Areas 1 (Memorial Drive), 2 (Blackstone Station), and 6 (Cowperthwaite/Banks/Grant Street) are adopted and implemented in the form attached hereto as Attachment A. To accommodate such adoption and implementation, Harvard will file a withdrawal of protest to such amendments conditioned on the adoption of the form of substituted petition attached hereto as Attachment A. Harvard will maintain in effect its protest to the original Carlson Petition and the Planning Board's petition.
2. In connection with Harvard's use and development in Area 1 (Memorial Drive), and associated commitments herein to the City, the City shall have granted to Harvard within six months after the date hereof a perpetual easement allowing Harvard to construct, use, operate, maintain, repair, and replace an underground parking garage that extends under Hingham Street to allow Harvard to construct an underground garage under Area 1 including the Open Space surface easement, and to construct ramps and curb cuts needed to access and use the garage, and if not constructed in connection with such development in Area 1, the easement under Hingham Street shall lapse. The easement will be subject to rights existing in Hingham Street, but will provide that Harvard can relocate City and other utilities at Harvard's expense in coordination with the City. The Open Space surface easement deed described above shall serve as full compensation for the grant of easement under Hingham Street.
3. The City shall have represented to Harvard that there will be City support to help Harvard meet the commitment to provide affordable housing as described in this letter.
4. Harvard's commitments referenced above in section A are conditioned on the proposed housing projects in Areas 1 (Memorial Drive) and 6 (Cowperthwaite/Banks/Grant Street) having received all building permits (including any special permits or variances that may be needed), curb cut permits, PTDM approvals and amendments, and permanent occupancy permits and lodging house licenses, fuel storage licenses, and other state and local licenses that may be needed in connection with the construction, use, occupancy, and operation of the projects, and all appeals of any such permits and approvals shall have been determined favorably to Harvard. Denial of any such permits shall permit Harvard to proceed with projects utilizing the base zoning provisions of the substitute amendment attached hereto. It is a condition that all parking associated with the University housing projects shall have been deemed institutional parking and

shall not need to be provided on the same lot as the related building. It is a further condition that so long as Harvard is proceeding with the development of the projects, and until the projects are completed and all permits referenced above are obtained, the City shall not have initiated or supported any rezoning or other zoning or ordinance changes that would have the effect of hindering any of the uses and development specified in the attached summary of Harvard projects (Attachment B). Harvard's commitments are conditioned upon the appeal period for any of the approvals and permits referred to herein having expired without any appeal having been made, or in the event any such appeal does occur, that the outcome of said appeal would not result in the change in the validity or full rights set forth in the permits and approvals. All time periods specified in this Letter of Commitment shall be tolled pending the resolution of any appeal.

Conclusion

We are pleased that resolution has been reached that provides benefits to the City, the University and the neighborhood. We look forward to being able to proceed with plans and permitting and the associated delivery of significant community benefits that we have arrived at with the City Council and the City.

As Harvard University's duly authorized representative, I am pleased to execute and deliver this letter.

Sincerely,



Kathy A. Spiegelman
Chief University Planner
Duly Authorized

Cc: Robert W. Healy, City Manager
Richard C. Rossi
Beth Rubenstein
Donald A. Drisdell
Nancy E. Glowa
Mary Power
Thomas Lucey

Enclosures:

Attachment A: Substitute Zoning Petition
Attachment B: Harvard Development Program
Attachment C: Prior Submitted Harvard Letter: October 27, 2003

ATTACHMENT B
HARVARD DEVELOPMENT PROGRAM

Area 1 (Memorial Drive)

Land Area:

Parcel A – North of Hingham St.	.85 acres
Parcel B – South of Hingham St.	<u>1.42 acres</u>
	2.27 acres

Program Summary:

- 250 beds which will be operated by the University as rental housing for Harvard affiliates.
- Program includes a mix of studio, one-bedroom and two-bedroom units in the facility contemplated for Parcel A, and larger units for the low-rise buildings contemplated for Parcel B.

Conceptual Building Design:

- Parcel A: To be developed with a single facility which concentrates the massing or density to the north (Akron Street), west (Memorial Drive) and includes a low-rise section at 35 feet along the eastern edge (Banks Street). This results in a design which is partially open to the south and avoids a continuous building plane along the southern edge of the parcel at Hingham Street.
- Parcel B: To be developed as three separate, 35-foot structures extending from Hingham Street to Western Avenue along the eastern edge of the property.

Public Open Space:

- The balance of Parcel B (approximately .75 acres) will be developed by Harvard, in cooperation with the City and the community, as a publicly-accessible open space.
- A new driveway will be constructed from Hingham Street to Western Avenue providing frontage and vehicle access to the housing, and separating the open space from the remainder of the development.

Parking:

- Harvard's development will accommodate on site the parking requirements of the project, plus the retention and relocation of all existing parking.
- Some surface parking is planned on Parcel B (east of the Open Space).
- The majority of the parking will be located underground and as planned will require an easement west of the MWRA sewer line, under Hingham Street, and under a small portion of the Open Space.
- Vehicle access to this garage is anticipated to be from Akron Street.

Loading:

- The facilities on Parcel A will be designed to accommodate on-street loading exclusively on Akron Street.

Area 2 (Blackstone Station)

- Uses and development rights as specified in Special District 13.
- Harvard will utilize the following institutional uses -- including institutional office, administrative, and accessory uses, and maintenance, repair, and support services -- including without limitation the institutional uses existing on October 27, 2003.

Area 6 (Cowperthwaite/Banks/Grant area)

Land Area:

Parcel A – North of Grant St.	1.14 acres
Parcel B – South of Grant St.	1.05 acres
	2.19 acres

Program Summary:

- 250 beds which will be operated by the University as rental housing for Harvard affiliates.
- Program will include smaller units on Parcel B for graduate students and larger units on Parcel A for graduate students (and their families) and faculty.

Conceptual Building Design:

- Parcel A: To be developed with six new structures, up to 5,000 square feet and six units each, and designed with “walk-up” units.
- Parcel B: To be developed as one or two structures along Cowperthwaite Street at a maximum height of 55’ and stepping down to 45’ within a bulk plane setback along the northern side of the Cowperthwaite subdistrict. Additionally, within 40’ of Banks Street, no structure can exceed 35’ in height along Cowperthwaite Street.

Building Relocation:

- The conceptual plan proposes that the two existing residential structures along Cowperthwaite Street be relocated to a vacant portion of Parcel B (owned by Harvard) along Grant Street.

Parking:

- Harvard’s development will accommodate on site the parking requirements of the project, plus the retention and relocation of all existing parking.
- 80% of the parking required under zoning (approximately 23 spaces) for the development of Parcel A, will be provided on Parcel A.
- The majority of the parking will be on Parcel B in a garage facility to be constructed below the buildings along Cowperthwaite Street.
- Vehicle access to this garage is anticipated to be from Cowperthwaite Street.

Loading:

- Loading requirements for the total Area 6 development will be located along Cowperthwaite and away from neighborhood residential streets.

Area 6 Project Clarification:

- All descriptions or representations above are limited to the program and development in Area 6.
- With regard to Parcel B, it is understood that some additional development (related to the project) is contemplated in the land area owned by Harvard, between Leverett House and the western boundary of Parcel B.

HARVARD UNIVERSITY
CAMBRIDGE, MASSACHUSETTS 02138

ATTACHMENT C

October 27, 2003

Mayor Michael A. Sullivan
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795 Massachusetts Avenue
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Cambridge, Massachusetts 02139

Subject: Commitments and conditions accompanying the substitute petition for Riverside Zoning attached hereto as Attachment A.

Dear Mayor Sullivan, Vice Mayor Davis, Ordinance Committee Co-Chairs Maher and Murphy, and Councillors Decker, Galluccio, Reeves, Simmons, and Toomey:

The purpose of this letter is to describe negotiated agreements through which Harvard University is prepared to offer benefits and commitments coupled with commitments from the City to facilitate and enable University use and development of key sites. The constructive efforts of the City Council to reach mutually beneficial agreements have enabled this resolution. Harvard is pleased that significant open space and affordable housing benefits have been linked to development proposals that include strong urban design principles benefiting the Riverside neighborhood, the University and the City as a whole.

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The commitments and benefits offered by Harvard are linked to the University's ability to fully use and develop its property consistent with Attachment A. The timing and availability of the benefits are linked to Harvard's right to proceed with the Harvard development and use of Harvard-owned properties in Area 1, Area 2, and Area 6 as described in Attachment B (Harvard Development Program), consistent with the incentive zoning provisions contained in Section II.A of Attachment A.

Subject to the fulfillment of the Conditions described below, Harvard commits to the following:

A. HARVARD'S COMMITMENTS

1. Development of Harvard Land
2. Restrictions Regarding Institutional Residential Development
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4. Creation of Open Space
5. Creation of Housing
6. Commitments Regarding Historic Structures
7. Community Benefits Associated with Construction Mitigation

1. Development of Harvard Land: Harvard intends to construct new University housing fully utilizing the incentive provisions in Attachment A. With the adoption of Attachment A, Harvard proposes to apply for approvals for development of University housing in Area 1 (Memorial Drive) and Area 6 (Cowperthwaite/Banks/Grant Street) delineated in Attachments A and B. Furthermore, Harvard commits to initiate appropriate City applications for the projects described in Attachment B within one year from adoption of Attachment A. If Harvard fails to do so, Harvard will not apply for permits under the base zoning rather than under the incentive zoning provisions in Areas 1 or 6 (Special Districts 12 and 14 in Attachment A), for a period of thirteen months thereafter. Notwithstanding the foregoing, Harvard commits that it will not sell properties in the two areas prior to December 1, 2005, nor will Harvard apply for permits under base zoning in Areas 1 and 6 during that time period unless applications by Harvard consistent with the incentive provisions are denied.

2. Restrictions Regarding Institutional Residential Development: In discussions with neighbors, Harvard has been asked to voluntarily place limitations on the institutional uses in Areas 1, 2, and 6. In response to these concerns Harvard commits as follows:

a. Any new University housing to be developed in Areas 1 or 6 delineated and described in Attachments A and B will not be for undergraduate use.

b. There will be no central food preparation on site requiring major truck deliveries to the new University housing constructed in Areas 1 (Memorial Drive) and 6 (Cowperthwaite/Banks/Grant Street), although there may be common areas with some kitchen facilities.

c. If Harvard develops University housing in Area 2 (Blackstone Station) the same provisions regarding undergraduate use and central food preparation shall apply.

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a. Harvard will not oppose creation of a City policy of prohibiting issuance of on-street parking permits to residents of new housing development constructed after October 27, 2003, in Areas 1, 2, and 6.

b. Harvard will provide surface parking in Area 1 (Memorial Drive), along a Harvard driveway to be constructed on and east of the Massachusetts Water Resource Authority ("MWRA") sewer easement. (See Attachment B.)

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c. Harvard will retain rights to use the subsurface of the Open Space for all purposes, including without limitation, to use, maintain, and replace the existing steam tunnels existing under the Open Space, to construct in accordance with applicable laws and regulations, air handlers, ventilation equipment, and stairs and elevators providing access to the underground garage, and to install, maintain, repair, and replace utilities and wires and conduits on and in the Open Space area and Harvard will exercise such rights (in consultation with the City) so as to minimally interfere with the Open Space and will promptly restore portions of the Open Space affected by such exercise, and will be responsible for damages and injuries to the extent caused

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income. Harvard will dedicate 2% of the sale price for each unit sold to create a building reserve fund for the condominium association to be established for the Switch House development.

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b. In addition, Harvard will contribute \$50,000 to community organizations in the Riverside neighborhood.

B CONDITIONS CORRESPONDING TO HARVARD'S COMMITMENTS

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1. The amendments to the Cambridge Zoning Ordinance in Attachment A affecting Harvard-owned property in Areas 1 (Memorial Drive), 2 (Blackstone Station), and 6 (Cowperthwaite/Banks/Grant Street) are adopted and implemented in the form attached hereto as

Attachment A. To accommodate such adoption and implementation, Harvard will file a withdrawal of protest to such amendments conditioned on the adoption of the form of substituted petition attached hereto as Attachment A. Harvard will maintain in effect its protest to the original Carlson Petition and the Planning Board's petition.

2. In connection with Harvard's use and development in Area 1 (Memorial Drive), and associated commitments herein to the City, the City shall have granted to Harvard within six months after the date hereof a perpetual easement allowing Harvard to construct, use, operate, maintain, repair, and replace an underground parking garage that extends under Hingham Street to allow Harvard to construct an underground garage. under Area 1 (Memorial Drive) including the Open Space surface easement, and to construct ramps and curb cuts needed to access and use the garage, and if not constructed in connection with such development in Area 1, the easement under Hingham Street shall lapse. The easement will be subject to rights existing in Hingham Street, but will provide that Harvard can relocate City and other utilities at Harvard's expense in coordination with the City. The Open Space surface easement deed described above shall serve as full compensation for the grant of easement under Hingham Street.

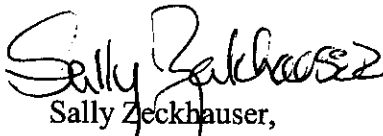
3. The City shall have represented to Harvard that there will be City support to help Harvard meet the commitment to provide affordable housing as described in this letter.

4. Harvard's commitments referenced above in section A are conditioned on the proposed housing projects in Areas 1 (Memorial Drive) and 6 (Cowperthwaite/Banks/Grant Street) having received all building permits (including any special permits or variances that may be needed), curb cut permits, PTDM approvals and amendments, and permanent occupancy permits and lodging house licenses, fuel storage licenses, and other state and local licenses that may be needed in connection with the construction, use, occupancy, and operation of the projects, and all appeals of any such permits and approvals shall have been determined favorably to Harvard. Denial of any such permits shall permit Harvard to proceed with projects utilizing the base zoning provisions of the substitute amendment attached hereto. It is a condition that all parking associated with the University housing projects shall have been deemed institutional parking and shall not need to be provided on the same lot as the related building. It is a further condition that so long as Harvard is proceeding with the development of the projects, and until the projects are completed and all permits referenced above are obtained, the City shall not have initiated or supported any rezoning or other zoning or ordinance changes that would have the effect of hindering any of the uses and development specified in the attached summary of Harvard projects (Attachment B). Harvard's commitments are conditioned upon the appeal period for any of the approvals and permits referred to herein having expired without any appeal having been made, or in the event any such appeal does occur, that the outcome of said appeal would not result in the change in the validity or full rights set forth in the permits and approvals. All time periods specified in this Letter of Commitment shall be tolled pending the resolution of any appeal.

Conclusion

We are pleased that resolution has been reached that provides benefits to the City, the University and the neighborhood. We look forward to being able to proceed with plans and permitting and the associated delivery of significant community benefits that we have arrived at with the City Council and the City.

Sincerely,



Sally Zeckhauser,
Vice President,
Administration



Kathy A. Spiegelman,
Chief University Planner



Alan Stone,
Vice President, Government,
Community and Public Affairs

Cc: Robert W. Healy, City Manager
Richard C. Rossi
Beth Rubenstein
Donald A. Drisdell
Nancy E. Glowa
Mary Power
Thomas Lucey

Enclosures:

Attachment A: Substitute Zoning Petition

Attachment B: Harvard Development Program