



CITY OF CAMBRIDGE, MASSACHUSETTS  
**PLANNING BOARD**

CITY HALL ANNEX, 57 INMAN STREET, CAMBRIDGE 02139

MINOR AMENDMENT #3

Case No.: PB #65

Premises: Northeast Corner of First and Rogers Streets

Zoning District: Business A/PUD-4

Petitioner: Lotus Development Corporation,  
55 Cambridge Parkway, Cambridge, Massachusetts

Date of Planning Board Decision: June 16, 1987

Date of Minor Amendment #1: May 16, 1989

Date of Minor Amendment #3: June 20, 1989

DOCUMENT SUBMITTED

1. Copy of a letter to David R. Vickery, of Reynolds, Vickery, Messina & Griefen, Inc. from Stephen C. Flashenberg, of Rubin and Rudman, dated June 19, 1989, outlining the request to delete the existing language in paragraph 6.d. of the Decision with alternative language, and to add language to paragraph 6.b.

DECISION

After discussion of the requested modification as outlined above (attached to this amendment) at the meeting of the Board of June 20, 1989, the Board GRANTS the proposed change of language concerning the maintenance agreement and the land donation easements as in keeping with the criteria for minor amendments to the Final Development Plan as detailed in Section 12.372 of the Zoning Ordinance.

Voting to approve the Minor Amendment were Board Members Paul Dietrich, David Kennedy, Hugh Russell, Clarence Cooper, Carolyn Mieth and Alfred Cohn.

Respectfully submitted for the Planning Board,

Paul Dietrich, Chairman

RECEIVED BY  
OFFICE OF CITY CLERK  
1989 JUL 19 AM 10:55  
CAMBRIDGE MA.

The new paragraph 6.d. should read as follows:

"The applicant shall participate in the maintenance of Charles Park in accordance with the terms and provisions of a Maintenance Agreement for Charles Park Among the City of Cambridge, Lotus Development Corporation, and the Trustees of CambridgeSide Galleria Associates Trust (the "Maintenance Agreement"), in form and substance satisfactory to the City Manager and the City Solicitor of the City of Cambridge, as the Maintenance Agreement may be amended from time to time in accordance with the provisions thereof. Without limiting the generality of the foregoing, the Maintenance Agreement shall contain an agreement of the applicant to contribute forty (40%) percent of the cost of maintaining Charles Park, either by payments in cash or by providing actual maintenance services."

Paragraph 6.b. should read as follows:

"Such conveyance may be made subject to the rights and easements in favor of the Trustees of CambridgeSide Galleria Associates Trust and subject to the rights and easements reserved by the applicant for the benefit of its remaining land, all of such rights and easements to be in form and substance satisfactory to the City Manager and City Solicitor of the City of Cambridge, as evidenced by their execution of the Deed effecting such conveyance."