

City of Cambridge

MASSACHUSETTS

In City Council

Jan 29

, 1996

Recommendation
to widen intersection
of Quincy & Kirkland
St.
Agenda # 3

	YEA	NAY	ABSENT	PRESENT	
KB	✓				Ms. Kathleen L. Born
WD	✓				Ms. Henrietta Davis
FD	✓				Mr. Francis H. Duehay
AG	✓				Mr. Anthony Galluccio
KR	✓				Mr. Kenneth E. Reeves
SR	✓				Ms. Sheila T. Russell
MS	✓				Mr. Michael A. Sullivan
TT	✓				Mr. Timothy J. Toomey, Jr.
KT	✓				Ms. Katherine Triantafillou

9 0 0



City of Cambridge

Consent Agenda #3

IN CITY COUNCIL

January 29, 1996

WHEREAS: Pursuant to the Municipal Code of the City of Cambridge in Section 12.16.010 which regulates the acceptance of public ways, reports have been received from Police, Fire, Inspectional Services, Public Works, Water, Traffic, Parking and Transportation, and the Community Development Departments, the City Engineer and the City Electrician regarding a proposal to widen the intersection of Quincy and Kirkland Streets; now therefore be it

ORDERED: That the City Council of the City of Cambridge hereby approves the easement agreement from Harvard University granting to the City of Cambridge an easement and hereby approves the alteration to the public way to widen said intersection of Quincy Street and Kirkland Street to be widened to create a safer turning radius; and be it further

ORDERED: That said easement is bounded and described as follows:

The easement area ("Easement Area") that is to be included in the public way consists of a portion of land owned by President and Fellows of Harvard College, a Massachusetts educational and charitable corporation, such portion comprising approximately 106 square feet labeled "Proposed Sidewalk Easement Area" on a plan entitled "Relocation Plan Quincy and Kirkland Streets, Cambridge, Mass." drawn by R.E. Cameron and Associates, Inc., dated August 10, 1995 as such Easement Area is further bounded and described according to the plan as follows:

BEGINNING

At the northwesterly corner of the Easement Area hereinafter described, being a point located 415.10 feet and North 86° 07' 35" East of the intersection of the westerly sideline of Oxford Street and the southerly sideline of Kirkland Street, thence continuing

EASTERLY

By the sideline of Kirkland Street, North 86° 08' 35" East, 13.66 feet, thence turning to the right and continuing

EASTERLY,
SOUTHEASTERLY,
and SOUTHERLY:

By the sideline of Kirkland Street and Quincy Street
by an arc having a radius of 6.45 feet, a distance of
12.94 feet; thence continuing

SOUTHERLY:

By the sideline of Quincy Street, South 21 02' 50"
West, 13.66 feet to a point that is located North
21 02' 50" East, and 326.89 feet distant, from the
intersection of the westerly sideline of Quincy
Street, extended and projected southerly, and the
northerly sideline of Cambridge Street, extended
and projected easterly; thence turning and running

NORTHERLY,
NORTHERWESTERLY,
and WESTERLY:

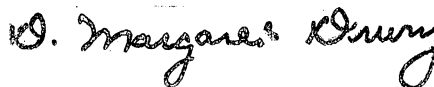
By an arc having a radius of 15.17 feet, a distance
of 30.42 feet to the point of beginning.

The proposed Easement Area contains approximately 106 square feet.

In City Council January 29, 1996
Adopted by the affirmative vote of nine members.
Attest:- D. Margaret Drury, City Clerk.

A true copy;

ATTEST:-



D. Margaret Drury
City Clerk



City of Cambridge

Consent Agenda #3

IN CITY COUNCIL

January 29, 1996

WHEREAS: Pursuant to the Municipal Code of the City of Cambridge in Section 12.16.010 which regulates the acceptance of public ways, reports have been received from Police, Fire, Inspectional Services, Public Works, Water, Traffic, Parking and Transportation, and the Community Development Departments, the City Engineer and the City Electrician regarding a proposal to widen the intersection of Quincy and Kirkland Streets; now therefore be it

ORDERED: That the City Council of the City of Cambridge hereby *and hereby approves the alteration of the intersection of Quincy and Kirkland Streets to widen the intersection* ~~approves~~ the easement agreement from Harvard University granting to the City of Cambridge an easement to allow the intersection of Quincy Street and Kirkland Street to be widened to create a safer turning radius; and be it further

ORDERED: That said easement is bounded and described as follows:

The easement area ("Easement Area") that is to be included in the public way consists of a portion of land owned by President and Fellows of Harvard College, a Massachusetts educational and charitable corporation, such portion comprising approximately 106 square feet labeled "Proposed Sidewalk Easement Area" on a plan entitled "Relocation Plan Quincy and Kirkland Streets, Cambridge, Mass." drawn by R.E. Cameron and Associates, Inc., dated August 10, 1995 as such Easement Area is further bounded and described according to the plan as follows:

BEGINNING

At the northwesterly corner of the Easement Area hereinafter described, being a point located 415.10 feet and North 86° 07' 35" East of the intersection of the westerly sideline of Oxford Street and the southerly sideline of Kirkland Street, thence continuing

EASTERLY

By the sideline of Kirkland Street, North 86° 08' 35" East, 13.66 feet, thence turning to the right and continuing

492-4743

That the C.C.V. & P.V. Com.
hereby approves the
Easement Agreement from
H. V. granting to the
C of Com. an easement
and hereby approves the
alteration to the public
way to widen ^{said} intersection
of Luney Street and
Kirkland Street to create
a safer turning radius;
And be it further

EASTERLY,
SOUTHEASTERLY,
and SOUTHERLY:

By the sideline of Kirkland Street and Quincy Street
by an arc having a radius of 6.45 feet, a distance of
12.94 feet; thence continuing

SOUTHERLY:

By the sideline of Quincy Street, South 21 02' 50"
West, 13.66 feet to a point that is located North
21 02' 50" East, and 326.89 feet distant, from the
intersection of the westerly sideline of Quincy
Street, extended and projected southerly, and the
northerly sideline of Cambridge Street, extended
and projected easterly; thence turning and running

NORTHERLY,
NORTHERWESTERLY,
and WESTERLY:

By an arc having a radius of 15.17 feet, a distance
of 30.42 feet to the point of beginning.

The proposed Easement Area contains approximately 106 square feet.

In City Council January 29, 1996
Adopted by the affirmative vote of nine members.
Attest:- D. Margaret Drury, City Clerk.

A true copy;

ATTEST:-

D. Margaret Drury
City Clerk

Agenda #3

Whereas:

Pursuant to the
Municipal Code of the City of
Cambridge in ~~Title 12~~ ~~Entitled~~
Section 12.16.010 which regulates
the acceptance of public ways,
reports have been received from
Police, Fire, Inspectional Services
Public Works, Water, TRAFFIC, PARKING
And Transportation ^{in the} Community
Development ^{Departments} ~~the~~ City Engineer and
the City Electrician regarding a
proposal to widen the intersection
of Quincy and Kirkland Streets;
now therefore be it

ORDERED:

That the City Council of the City of
Cambridge hereby approves the
Easement Agreement From Harvard
University granting to the City of
Cambridge an easement to allow
the intersection of Quincy Street and
Kirkland Street to be widened to

create a SAFER turning. RADIUS, and
be it further

Ordered:

Said EASEMENT is bounded and
described as follow:

Copy Version A.

Running Description.

insert note

9-0-0,

Version A
Running Description

Description:

The easement area ("Easement Area") that is to be included in the public way consists of a portion of land owned by President and Fellows of Harvard College, a Massachusetts educational and charitable corporation, such portion comprising approximately 106 square feet labeled "Proposed Sidewalk Easement Area" on a plan entitled "Relocation Plan Quincy and Kirkland Streets, Cambridge, Mass.," drawn by R.E. Cameron and Associates, Inc., dated August 10, 1995, as such Easement Area is further bounded and described according to the plan as follows:

BEGINNING At the northwesterly corner of the Easement Area hereinafter described, being a point located 415.10 feet and North $86^{\circ} 07' 35''$ East of the intersection of the westerly sideline of Oxford Street and the southerly sideline of Kirkland Street, thence continuing

EASTERLY: By the sideline of Kirkland Street, North $86^{\circ} 07' 35''$ East, 13.66 feet, thence turning to the right and continuing

EASTERLY,
SOUTHEASTERLY,
and SOUTHERLY: By the sideline of Kirkland Street and Quincy Street by an arc having a radius of 6.45 feet, a distance of 12.94 feet; thence continuing

SOUTHERLY: By the sideline of Quincy Street, South $21^{\circ} 02' 50''$ West, 13.66 feet to a point that is located North $21^{\circ} 02' 50''$ East, and 326.89 feet distant, from the intersection of the westerly sideline of Quincy Street, extended and projected southerly, and the northerly sideline of Cambridge Street, extended and projected easterly; thence turning and running

NORTHERLY,
NORTHWESTERLY,
and WESTERLY: By an arc having a radius of 15.17 feet, a distance of 30.42 feet to the point of beginning.

The proposed Easement Area contains approximately 106 square feet.



CITY OF CAMBRIDGE

CAMBRIDGE, MASSACHUSETTS 02139

TEL 349-4300

FAX 349-4307

EXECUTIVE DEPARTMENT
ROBERT W. HEALY
City Manager

RICHARD C. ROSSI
Deputy City Manager

October 4, 1995

Michael Nicoloro, Director
Cambridge Water Department
250 Fresh Pond Parkway
Cambridge, MA 02138

Re: Alteration to Quincy Street/Kirkland Street Intersection

Dear Mr. Nicoloro:

Pursuant to Cambridge Municipal Code §12.16.010 which regulates the acceptance of public ways, I am forwarding the attached materials for your review. The materials include an Easement Agreement from Harvard University granting to the City of Cambridge an easement to allow the intersection of Quincy Street and Kirkland Street to be widened to create a safer turning radius. Also attached are plans which depict the proposed new layout for the intersection.

The ordinance requires that you review the attached proposal and report to me, for transmittal to the City Council, your comments regarding the design, engineering, construction, and utility aspects of the proposed alteration to the public way.

Please report your comments to me promptly so that the proposed alteration may be referred to the City Council for action.

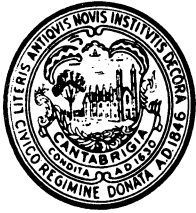
Very truly yours,

Robert W. Healy
City Manager

RWH/jb
Enclosures

RECEIVED
CITY OF CHICAGO
OFFICE

OCT 17 1 15 PM '95



CITY OF CAMBRIDGE

MASSACHUSETTS

WATER DEPARTMENT
250 FRESH POND PARKWAY
CAMBRIDGE, MASS. 02138

RECEIVED
95 OCT 10 PM 1:53
OFFICE OF THE CITY MANAGER

Michael A. Nicoloro
Managing Director
October 6, 1995

617-349-4770

Mr. Robert Healy
City Manager
City of Cambridge
Cambridge, Massachusetts

Re: Review of Proposed Alteration to Quincy Street/Kirkland Street Intersection

Dear Mr. Healy:

Per your request, listed below are the review comments of the proposed alteration to the Quincy Street/Kirkland Street intersection that would widen the intersection providing a safer turning radius for vehicular traffic.

1. The proposed layout/construction will not impact or be impacted by any existing underground water utilities.
2. It appears that the new layout proposes to maintain the existing width of the sidewalk in this heavily-used pedestrian public way.
3. Some details of construction were provided in the attached plans such as curb radius, location and square footage of easement; however, details of curb height, width of sidewalk, pedestrian handicap access/egress, and pavement materials should be included.

Based on the attached plans this proposed layout appears to improve the intersection making it safer for vehicular, cycling, and pedestrian traffic.

Please advise if you have any questions.

Sincerely,

Michael A. Nicoloro
Managing Director

Oct 17 1 15 PM '95

Oct 17 1 53 PM '95



CITY OF CAMBRIDGE

CAMBRIDGE, MASSACHUSETTS 02139

TEL. 349-4300

FAX. 349-4307

EXECUTIVE DEPARTMENT

ROBERT W. HEALY

City Manager

RICHARD C. ROSSI

Deputy City Manager

October 4, 1995

Perry Anderson
Cambridge Police Department
5 Western Avenue
Cambridge, MA 02139

Re: Alteration to Quincy Street/Kirkland Street Intersection

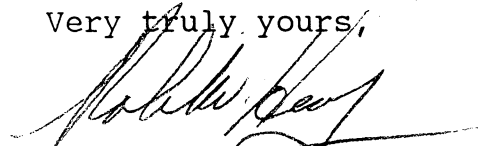
Dear Commissioner Anderson:

Pursuant to Cambridge Municipal Code §12.16.010 which regulates the acceptance of public ways, I am forwarding the attached materials for your review. The materials include an Easement Agreement from Harvard University granting to the City of Cambridge an easement to allow the intersection of Quincy Street and Kirkland Street to be widened to create a safer turning radius. Also attached are plans which depict the proposed new layout for the intersection.

The ordinance requires that you review the attached proposal and report to me, for transmittal to the City Council, your comments regarding the design, engineering, construction, and utility aspects of the proposed alteration to the public way.

Please report your comments to me promptly so that the proposed alteration may be referred to the City Council for action.

Very truly yours,



Robert W. Healy
City Manager

RWH/jb
Enclosures



City of Cambridge
Police Department
Office of the Commissioner

TELEPHONE
(617) 349-3300

FAX
(617) 349-3320

Perry L. Anderson, Jr.
Police Commissioner

Robert W. Healy
City Manager

November 21, 1995

Mr. Robert W. Healy
City Manager

Walter Boyle
Superintendent

subject: Alteration to Intersection of Quincy/Kirkland Streets

Harold Murphy
Superintendent

Sir:

David Degou
Deputy Superintendent

Superintendent Harold Murphy and his staff have reviewed the easement agreement and the exhibit on the alteration to the intersection of Quincy and Kirkland Streets. The proposal meets all design concerns of the Police Department.

Yvonne Hall
Deputy Superintendent

Thomas O'Connor
Deputy Superintendent

Perry L. Anderson, Jr.
Police Commissioner

Gloria Pimentel
Deputy Superintendent

Lt. Ronald Ellis
Quality Control

cc., Superintendent Walter Boyle
Superintendent Harold Murphy

Mr. Raymond Santilli
Planning, Budget & Personnel

Mr. Frank Pasquarello
Aide to the Commissioner

RECEIVED
95 NOV 22 PM 3:25
OFFICE OF THE CITY MANAGER

Sandy Coppola, *Secretary*
(617) 349-3377



ADDRESS ALL COMMUNICATIONS TO
5 WESTERN AVENUE, CAMBRIDGE, MASSACHUSETTS 02139



Nov 24 10 12 AM '95



CITY OF CAMBRIDGE

CAMBRIDGE, MASSACHUSETTS 02139

TEL. 349-4300

FAX. 349-4307

EXECUTIVE DEPARTMENT

ROBERT W. HEALY

City Manager

RICHARD C. ROSSI

Deputy City Manager

October 4, 1995

Chief Kevin J. Fitzgerald
Cambridge Fire Department
491 Broadway
Cambridge, MA 02139

Re: Alteration to Quincy Street/Kirkland Street Intersection

Dear Chief Fitzgerald:

Pursuant to Cambridge Municipal Code §12.16.010 which regulates the acceptance of public ways, I am forwarding the attached materials for your review. The materials include an Easement Agreement from Harvard University granting to the City of Cambridge an easement to allow the intersection of Quincy Street and Kirkland Street to be widened to create a safer turning radius. Also attached are plans which depict the proposed new layout for the intersection.

The ordinance requires that you review the attached proposal and report to me, for transmittal to the City Council, your comments regarding the design, engineering, construction, and utility aspects of the proposed alteration to the public way.

Please report your comments to me promptly so that the proposed alteration may be referred to the City Council for action.

Very truly yours,

Robert W. Healy
City Manager

RWH/jb
Enclosures



CITY OF CAMBRIDGE
FIRE DEPARTMENT
HEADQUARTERS
491 BROADWAY, CAMBRIDGE, MA. 02138



KEVIN J. FITZGERALD
CHIEF OF DEPARTMENT

WALTER J. ELLIS
ASSISTANT CHIEF

(617) 349-4921
FAX (617) 349-4912

October 6, 1995

Robert Healy
City Manager
Cambridge City Hall
795 Massachusetts Avenue
Cambridge, MA 02139

Dear Mr. Healy:

I have reviewed the plan for the widening of the intersection of Quincy Street and Kirkland Street. The new turning radius will aid apparatus drivers making the turn onto Quincy Street from Kirkland Street and will have no adverse effects on Fire Department response or operations. I believe that the alteration will provide increased safety for pedestrians and motorists in the intersection.

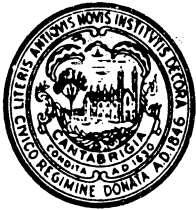
Respectfully,

Kevin J. Fitzgerald
Chief of Department

KJF/mm

RECEIVED
CITY SOLICITOR'S
OFFICE

JAN 24 2 56 PM '96



CITY OF CAMBRIDGE

CAMBRIDGE, MASSACHUSETTS 02139

TEL. 349-4300

FAX. 349-4307

EXECUTIVE DEPARTMENT
ROBERT W. HEALY
City Manager

RICHARD C. ROSSI
Deputy City Manager

October 4, 1995

Commissioner Ralph Dunphy
Department of Public Works
147 Hampshire Street
Cambridge, MA 02139

Re: Alteration to Quincy Street/Kirkland Street Intersection

Dear Commissioner Dunphy:

Pursuant to Cambridge Municipal Code §12.16.010 which regulates the acceptance of public ways, I am forwarding the attached materials for your review. The materials include an Easement Agreement from Harvard University granting to the City of Cambridge an easement to allow the intersection of Quincy Street and Kirkland Street to be widened to create a safer turning radius. Also attached are plans which depict the proposed new layout for the intersection.

The ordinance requires that you review the attached proposal and report to me, for transmittal to the City Council, your comments regarding the design, engineering, construction, and utility aspects of the proposed alteration to the public way.

Please report your comments to me promptly so that the proposed alteration may be referred to the City Council for action.

Very truly yours,

A handwritten signature in dark ink, appearing to read "R. W. Healy", is written over a horizontal line.

Robert W. Healy
City Manager

RWH/jb
Enclosures

**THE
WORKS**
CAMBRIDGE
DEPARTMENT
OF PUBLIC

Ralph E. Dunphy
Commissioner

October 10, 1995

147 Hampshire Street
Cambridge
Massachusetts 02139
617-349-4800
TDD 617-349-4805

Robert W. Healy
City Manager
Cambridge City Hall
895 Massachusetts Ave.
Cambridge, MA 02139

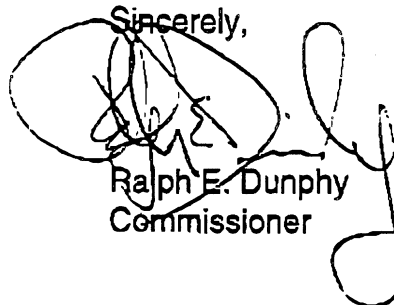
**Re: Alteration to Quincy Street/Kirkland Street
Intersection - Letter Dated October 4, 1995**

Dear Mr. Healy:

The Easement Agreement and the plans for the proposed changes in right-of-way at Quincy Street and Kirkland Street intersection from Harvard University have been reviewed. The proposed turning radius at the intersection will improve pedestrian and traffic safety. The terms of the easement and right-of-way change are acceptable to the D.P.W.

If you have any questions or concerns please contact me at 349-4806.

Sincerely,


Ralph E. Dunphy
Commissioner

cc: Steven L. White



Oct 23 3 52 PM '95



CITY OF CAMBRIDGE

CAMBRIDGE, MASSACHUSETTS 02139

TEL 349-4300

FAX 349-4307

EXECUTIVE DEPARTMENT
ROBERT W. HEALY
City Manager

RICHARD C. ROSSI
Deputy City Manager

October 4, 1995

Susan Clippinger, Director
Department of Traffic & Parking
57 Inman Street
Cambridge, MA 02139
Ms. Clippinger:

Re: Alteration to Quincy Street/Kirkland Street Intersection

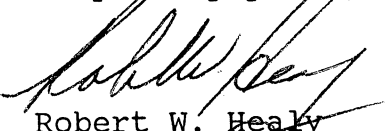
Dear

Pursuant to Cambridge Municipal Code §12.16.010 which regulates the acceptance of public ways, I am forwarding the attached materials for your review. The materials include an Easement Agreement from Harvard University granting to the City of Cambridge an easement to allow the intersection of Quincy Street and Kirkland Street to be widened to create a safer turning radius. Also attached are plans which depict the proposed new layout for the intersection.

The ordinance requires that you review the attached proposal and report to me, for transmittal to the City Council, your comments regarding the design, engineering, construction, and utility aspects of the proposed alteration to the public way.

Please report your comments to me promptly so that the proposed alteration may be referred to the City Council for action.

Very truly yours,


Robert W. Healy
City Manager

RWH/jb
Enclosures



CITY OF CAMBRIDGE
Traffic, Parking and Transportation
57 Inman Street,
Cambridge, Massachusetts 02139

Susan E. Clippinger
Director

Administration	349-4700
Parking Violations	349-4705
Resident Parking	349-4701

November 3, 1995

TO: Robert Healy, City Manager

FROM: Susan E. Clippinger, Director *SC*

RE: Alteration to Quincy Street/Kirkland Street Intersection

We have reviewed the easement agreement dated August 8, 1995 for a sidewalk easement at the intersection of Quincy and Kirkland Streets and have no recommended changes or comments. The larger corner radius creates a safer intersection by allowing vehicles to stay in their lane while turning the corner.

RECEIVED
95 NOV -8 AM 9:31
OFFICE OF THE CITY MANAGER

Nov 9 8 53 AM '95



CITY OF CAMBRIDGE

CAMBRIDGE, MASSACHUSETTS 02139

TEL. 349-4300

FAX. 349-4307

EXECUTIVE DEPARTMENT
ROBERT W. HEALY
City Manager

RICHARD C. ROSSI
Deputy City Manager

October 4, 1995

Susan Schlesinger
Community Development
51 Inman Street
Cambridge, MA 02139

Re: Alteration to Quincy Street/Kirkland Street Intersection

Dear Ms. Schlesinger:

Pursuant to Cambridge Municipal Code §12.16.010 which regulates the acceptance of public ways, I am forwarding the attached materials for your review. The materials include an Easement Agreement from Harvard University granting to the City of Cambridge an easement to allow the intersection of Quincy Street and Kirkland Street to be widened to create a safer turning radius. Also attached are plans which depict the proposed new layout for the intersection.

The ordinance requires that you review the attached proposal and report to me, for transmittal to the City Council, your comments regarding the design, engineering, construction, and utility aspects of the proposed alteration to the public way.

Please report your comments to me promptly so that the proposed alteration may be referred to the City Council for action.

Very truly yours,

Robert W. Healy
City Manager

RWH/jb
Enclosures



CITY OF CAMBRIDGE
COMMUNITY DEVELOPMENT DEPARTMENT

Handwritten signature

SUSAN B. SCHLESINGER,
Assistant City Manager for
Community Development

October 17, 1995

Robert W. Healy
City Manager
City Hall
Cambridge, MA 02139

RECEIVED
95 OCT 17 AM 9:47
OFFICE OF THE CITY MANAGER

Re: Alteration to Quincy Street/Kirkland Street Intersection

Dear Mr. Healy:

As per your request of October 4, 1995, I have reviewed the Easement Agreement from Harvard University granting to the City of Cambridge an easement to allow the intersection of Quincy Street and Kirkland Street to be widened to create a safer turning radius. Our design staff finds no problems in regard to the design, engineering, construction, and utility aspects of this project. We believe that this worthwhile safety improvement should go forward.

Sincerely,

Susan Schlesinger
Susan Schlesinger
Assistant City Manager for Community Development

OCT 10 8 47 AM '95



CITY OF CAMBRIDGE

CAMBRIDGE, MASSACHUSETTS 02139

TEL 349-4300

FAX 349-4307

EXECUTIVE DEPARTMENT
ROBERT W. HEALY
City Manager

RICHARD C. ROSSI
Deputy City Manager

October 4, 1995

George Fernandez
Cambridge Electrical Department
147 Hampshire Street
Cambridge, MA 02139

Re: Alteration to Quincy Street/Kirkland Street Intersection

Dear Mr. Fernandez:

Pursuant to Cambridge Municipal Code §12.16.010 which regulates the acceptance of public ways, I am forwarding the attached materials for your review. The materials include an Easement Agreement from Harvard University granting to the City of Cambridge an easement to allow the intersection of Quincy Street and Kirkland Street to be widened to create a safer turning radius. Also attached are plans which depict the proposed new layout for the intersection.

The ordinance requires that you review the attached proposal and report to me, for transmittal to the City Council, your comments regarding the design, engineering, construction, and utility aspects of the proposed alteration to the public way.

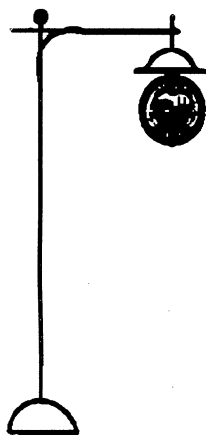
Please report your comments to me promptly so that the proposed alteration may be referred to the City Council for action.

Very truly yours,

A handwritten signature in black ink, appearing to read "Robert W. Healy", is written over a horizontal line.

Robert W. Healy
City Manager

RWH/jb
Enclosures

Law Dep't

**CITY OF CAMBRIDGE
ELECTRICAL DEPARTMENT
INTEROFFICE CORRESPONDENCE**

TO: Robert Healy, City Manager

FROM: George Fernandes, City Electrician

DATE: October 11, 1995

SUB: Alteration to Quincy Street & Kirkland Street
Intersection

The easement from Harvard University to alter this intersection does not present a problem, as far as utilities are concerned, and there is no direct cost to this department to proceed with the planned changes.

OCT 20 4 27 PM '95



CITY OF CAMBRIDGE

CAMBRIDGE, MASSACHUSETTS 02139

TEL 349-4300

FAX 349-4307

EXECUTIVE DEPARTMENT
ROBERT W. HEALY
City Manager

RICHARD C. ROSSI
Deputy City Manager

October 4, 1995

Ann Daughaday
Department of Engineering
147 Hampshire Street
Cambridge, MA 02139

Re: Alteration to Quincy Street/Kirkland Street Intersection

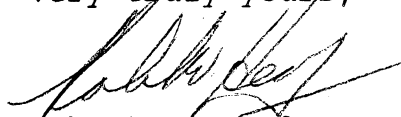
Dear Ms. Daughaday:

Pursuant to Cambridge Municipal Code §12.16.010 which regulates the acceptance of public ways, I am forwarding the attached materials for your review. The materials include an Easement Agreement from Harvard University granting to the City of Cambridge an easement to allow the intersection of Quincy Street and Kirkland Street to be widened to create a safer turning radius. Also attached are plans which depict the proposed new layout for the intersection.

The ordinance requires that you review the attached proposal and report to me, for transmittal to the City Council, your comments regarding the design, engineering, construction, and utility aspects of the proposed alteration to the public way.

Please report your comments to me promptly so that the proposed alteration may be referred to the City Council for action.

Very truly yours,



Robert W. Healy
City Manager

RWH/jb
Enclosures



Ralph E. Dunphy
Commissioner

147 Hampshire Street
Cambridge, MA 02139
617-349-4800
TDD 617-349-4805

November 2, 1995

RECEIVED
95 NOV -3 AM 9:29
OFFICE OF THE CITY MANAGER

Robert W. Healy
City Manager
Cambridge City Hall
895 Massachusetts Ave.
Cambridge, MA 02139

**Re: Alteration to Quincy Street/Kirkland Street
Intersection - Letter Dated October 4, 1995**

Dear Mr. Healy:

The Easement Agreement and the plans for the proposed changes in right-of-way at Quincy Street and Kirkland Street intersection from Harvard University have been reviewed. The proposed turning radius at the intersection will improve pedestrian and traffic safety. The terms of the easement and right-of-way change are acceptable to the D.P.W.

If you have any questions or concerns please contact me at 349-4806.

Sincerely,

Ann Daughaday
City Engineer

cc: Ralph E. Dunphy
Steven L. White
Nancy Glower



Nov 9 9 30 AM '95

EASEMENT AGREEMENT

Dated as of August 8, 1995

Definitions

Harvard:	President and Fellows of Harvard College, an educational and charitable corporation existing under the laws and the Constitution of The Commonwealth of Massachusetts.
City:	The City of Cambridge, a municipal corporation.
Alteration:	The recording with the Registry of the duly authorized alteration of the public way that abuts the Sidewalk Easement Area so as to incorporate the Sidewalk Easement Area into said public way.
Improvements:	The improvements proposed by Harvard on the Memorial Hall Parcel, as more particularly shown on the Site Plan.
Maintenance:	The maintenance, repair, and replacement of the Sidewalk Easement Area, including the removal of ice, snow, other slippery substances, rubbish, foliage, and other obstacles and materials, and the repaving and resurfacing of the Sidewalk Easement Area, from time to time.
Memorial Hall Parcel:	The parcel of land commonly known as "Memorial Hall," located at the corner of Quincy and Kirkland Streets, Cambridge, Middlesex County, Massachusetts.
Permitted Uses:	Right of way for passage and repassage by pedestrian and other non-vehicular traffic and all uses for any kind of travel or communication by persons and movement of property, as is reasonable and proper in the use of a public sidewalk.
Registry:	Middlesex County (South District) Registry of Deeds.
Sidewalk Easement:	The easement granted by Harvard to the City in Section 1 of this Easement Agreement.
Sidewalk Easement Area:	The shaded area identified on the Site Plan as the "Sidewalk Easement Area."
Sidewalk Improvements:	The installation of a concrete sidewalk at grade connecting with the existing public sidewalk, as shown on the Site Plan.
Site Plan:	The site plan entitled "Restoration, Renovation and Addition to Memorial Hall, Harvard University, Cambridge, Massachusetts" attached hereto as

Exhibit A and made a part hereof by reference.

Harvard and the City hereby agree as follows:

1. Grant of Sidewalk Easement.

(a) Subject to the terms and conditions set forth in this Easement Agreement, Harvard hereby grants to the City, for use in common with others entitled thereto, a non-exclusive right of way easement over and across the surface of the Sidewalk Easement Area for the purpose of the Permitted Uses. The Sidewalk Easement shall be conditioned upon and shall be effective after the occurrence of (i) the permitting of the Improvements, and (ii) the City's acceptance of Harvard's construction of the Sidewalk Improvements in the Sidewalk Easement Area, as shown on the Site Plan. No rights are granted to the City to use the subsurface of the Sidewalk Easement Area, and the City shall not place pipes, wires, conduits, or the like under or over the Sidewalk Easement Area.

(b) Harvard will provide to the City on or before September 5, 1995, a recordable survey plan showing the Sidewalk Easement Area, such survey to be suitable for use in connection with the Alteration, together with a legal description of the Sidewalk Easement Area.

(c) The City hereby agrees to take all necessary actions to alter the layout of the public way adjacent to the Sidewalk Easement Area so as to incorporate the Sidewalk Easement Area into said public way, and to cause the Alteration to occur.

(d) In the event that the City fails to alter the public way so as to incorporate the Sidewalk Easement Area into said public way by December 1, 1995, then Harvard shall have the right to terminate the Sidewalk Easement, by giving the City notice of Harvard's intention so to terminate, completely restoring the public way to the conditions existing at the time of the execution of this Easement Agreement, and recording with the Registry a certificate signed by Harvard as to the completion of the said restoration work and as to the termination of this Easement Agreement.

2. Construction of Sidewalk Easement Area; Acceptance of Easement. In connection with the construction of the Improvements, Harvard agrees to construct the Sidewalk Improvements in the Sidewalk Easement Area, as shown on the Site Plan. Upon Harvard's completion of the construction of the Sidewalk Improvements, Harvard shall notify the City thereof in writing and, within fifteen days of the City's receipt of such notice, the City shall notify Harvard in writing of its acceptance or rejection of the Sidewalk Improvements. If the City fails to so notify Harvard within such fifteen day period, the City shall be deemed to have accepted the Sidewalk Improvements and the Sidewalk Easement.

3. Maintenance. Before the Alteration, it shall be Harvard's obligation to perform or cause to be performed all the Maintenance necessary to maintain the Sidewalk Easement Area in

good order, repair, and condition, although the City may also perform such Maintenance in the Sidewalk Easement Area. From and after Alteration, the City shall perform or cause to be performed all Maintenance necessary to maintain the Sidewalk Easement Area in good order, repair, and condition. If the Sidewalk Improvements are damaged or destroyed, Harvard shall have no obligation to repair and restore the Sidewalk Improvements, except to the extent that such damage or destruction was caused by the negligent act, error, or omission of Harvard.

4. No Obstructions. The Sidewalk Easement Area shall remain available for continued, uninterrupted (except for necessary maintenance and repairs) passage and repassage, all in accordance with the terms of this Easement Agreement. The City and Harvard shall not conduct, or allow to be conducted, any activity on the Sidewalk Easement Area (except necessary maintenance and repairs) that obstructs or interferes with traffic across the Sidewalk Easement Area. The City shall perform the required Maintenance at such times and in such manner so as to cause minimal interference with the use of the Sidewalk Easement Area by Harvard and the City.

5. Termination of Easement. Harvard may at any time after the Alteration, elect to terminate the Sidewalk Easement herein granted; provided that (a) Harvard gives the City notice of its intention to terminate the Sidewalk Easement, (b) the City takes appropriate action to discontinue the public way in the Sidewalk Easement Area, (c) Harvard at its cost and expense completely restores the portion of the public way then covered by or affected by the Sidewalk Easement Area either to the conditions existing at the time of the execution of this Easement Agreement or to the standard that public ways in the City of Cambridge are to be kept at the time of discontinuance, whichever of the two conditions that the City may specify, and (d) Harvard records a certificate in the Registry that certifies the performance of items (a), (b), and (c), and that expressly terminates the Sidewalk Easement.

6. Indemnity.

(a) From the date that the Sidewalk Improvements are accepted by the City, or deemed accepted by the City, through and including the first to occur of (i) December 1, 1995, or (ii) the Alteration, Harvard agrees to indemnify and hold harmless the City from and against any and all claims, losses, actions, damages, liabilities, and expenses (including reasonable attorney's fees (collectively, "Claims")) that may be incurred or occasioned in, on, or about the Sidewalk Easement Area, except to the extent caused by the intentional acts of the City.

(b) After the Alteration the City agrees thereafter to indemnify and hold harmless Harvard from and against any and all claims, losses, actions, damages, liabilities, and expenses (including reasonable attorneys' fees) (collectively, "Claims") that may be incurred or occasioned in, on, or about the Sidewalk Easement Area provided, however, only to the extent that such claims are not the result of the negligent act, error, or omission of Harvard and, provided further, the foregoing indemnification is not intended to increase the City's liability hereunder beyond the statutory limits of liability set forth in Chapter 84, §15 and Chapter 258, § 2 of the Massachusetts General Laws.

7. Notices. Unless otherwise specified herein, any notice sent or required to be sent hereunder shall be in writing and shall be deemed to have been given (a) when delivered, if delivered by hand, or (b) two calendar days after it is mailed, if mailed by U.S. Mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

If to Harvard: President and Fellows of Harvard College
c/o Harvard Real Estate, Inc.
1350 Massachusetts Avenue
Holyoke Center, Suite 1017
Cambridge, Massachusetts 02138-3826

With a copy to: Office of the General Counsel
1350 Massachusetts Avenue
Holyoke Center, Suite 980
Cambridge, Massachusetts 02138-3834

If to the City: Robert W. Healy, City Manager
City Hall
795 Massachusetts Avenue
Cambridge, Massachusetts 02139

With a copy to: Russell J. Higley, City Solicitor
City Hall
795 Massachusetts Avenue
Cambridge, Massachusetts 02139

8. Miscellaneous. Neither party may assign this Easement Agreement, in whole or in part, except with the prior written consent of the other party hereto. This Easement Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any prior agreements or understandings, whether oral or written, between the parties. This Easement Agreement shall not be amended, renewed, extended, or otherwise modified except by a writing signed by all parties hereto. All remedies of the parties hereunder are non-exclusive and are in addition to all other available legal and equitable remedies. Any party to this Easement Agreement may specifically waive any of the provisions hereof or any default or remedy hereunder, but no such waiver shall constitute a future waiver of any such provision, default, or remedy, or a waiver of any other provision, default, or remedy. No delay or omission in the exercise or enforcement of any right or remedy provided hereunder or by law by either party shall be construed as a waiver of such right or remedy. In the event that one or more of the provisions of this Easement Agreement shall be determined to be invalid, unenforceable, or illegal, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Easement Agreement. The headings and captions of the sections and paragraphs of this Easement Agreement are for convenience of reference only, and are not to be used to modify or interpret this Easement Agreement. Use of the term "including" shall be deemed to mean "including

without limitation." Unless the context clearly otherwise indicates, listing of examples in any provision of this Easement Agreement is not intended to be exhaustive, limiting, or defining, but to be illustrative only. This Easement Agreement shall take effect as an instrument under seal and shall be governed by the internal laws of The Commonwealth of Massachusetts in all respects, without regard to principles of conflict of laws. To the extent permitted by law, the parties hereto consent to the jurisdiction of the courts of the competent jurisdiction of The Commonwealth of Massachusetts in any dispute arising out of this Easement Agreement. This Easement Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall be deemed to constitute the same instrument.

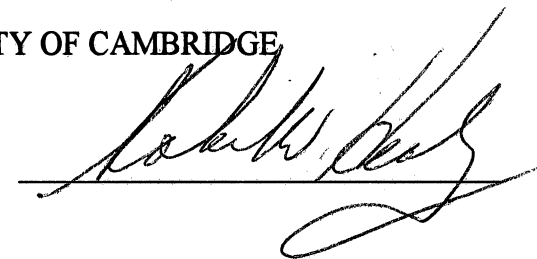
EXECUTED as a sealed instrument as of the day and year first above written.

PRESIDENT AND FELLOWS OF HARVARD
COLLEGE

By: 

By: 

CITY OF CAMBRIDGE

By: 

THE COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

August 8 1995

Then personally appeared the above-named Sally Zeckhauser,
being the Vice President for Administration of President and Fellows of
Harvard College, and acknowledged the foregoing to be his/her free act and deed in said capacity,
and the free act and deed of President and Fellows of Harvard College, before me.

Ann Corazzini
Notary Public

My commission expires: 11/25/99

THE COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

Aug 8, 1995

Then personally appeared the above-named Kathy Spiegelman,
being the Associate Vice President for Planning & Real Estate of President and Fellows of
Harvard College, and acknowledged the foregoing to be his/her free act and deed in said capacity,
and the free act and deed of President and Fellows of Harvard College, before me.

39 March
Notary Public

My commission expires:

THE COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

Aug. 9, 1995

Then personally appeared the above-named Robert W. Healy,
being the City Manager of the City of Cambridge, and
acknowledged the foregoing to be his/her free act and deed in said capacity, and the free act and
deed of the City of Cambridge, before me.

Phyllis Kue
Notary Public

My commission expires: 10/27/2000

Description:

The easement area ("Easement Area") that is to be included in the public way consists of a portion of land owned by President and Fellows of Harvard College, a Massachusetts educational and charitable corporation, such portion comprising approximately 106 square feet labeled "Proposed Sidewalk Easement Area" on a plan entitled "Relocation Plan Quincy and Kirkland Streets, Cambridge, Mass.," drawn by R.E. Cameron and Associates, Inc., dated August 10, 1995, as such Easement Area is further bounded and described according to the plan as follows:

BEGINNING At the northwesterly corner of the Easement Area hereinafter described, being a point located 415.10 feet and North $86^{\circ} 07' 35''$ East of the intersection of the westerly sideline of Oxford Street and the southerly sideline of Kirkland Street, thence continuing

EASTERLY: By the sideline of Kirkland Street, North $86^{\circ} 07' 35''$ East, 13.66 feet, thence turning to the right and continuing

**EASTERLY,
SOUTHEASTERLY,
and SOUTHERLY:** By the sideline of Kirkland Street and Quincy Street by an arc having a radius of 6.45 feet, a distance of 12.94 feet; thence continuing

SOUTHERLY: By the sideline of Quincy Street, South $21^{\circ} 02' 50''$ West, 13.66 feet to a point that is located North $21^{\circ} 02' 50''$ East, and 326.89 feet distant, from the intersection of the westerly sideline of Quincy Street, extended and projected southerly, and the northerly sideline of Cambridge Street, extended and projected easterly; thence turning and running

**NORTHERLY,
NORTHWESTERLY,
and WESTERLY:** By an arc having a radius of 15.17 feet, a distance of 30.42 feet to the point of beginning.

The proposed Easement Area contains approximately 106 square feet.

7M

EASEMENT AGREEMENT

Dated as of August 8, 1995

Definitions

- Harvard:** President and Fellows of Harvard College, an educational and charitable corporation existing under the laws and the Constitution of The Commonwealth of Massachusetts.
- City:** The City of Cambridge, a municipal corporation.
- Alteration:** The recording with the Registry of the duly authorized alteration of the public way that abuts the Sidewalk Easement Area so as to incorporate the Sidewalk Easement Area into said public way.
- Improvements:** The improvements proposed by Harvard on the Memorial Hall Parcel, as more particularly shown on the Site Plan.
- Maintenance:** The maintenance, repair, and replacement of the Sidewalk Easement Area, including the removal of ice, snow, other slippery substances, rubbish, foliage, and other obstacles and materials, and the repaving and resurfacing of the Sidewalk Easement Area, from time to time.
- Memorial Hall Parcel:** The parcel of land commonly known as "Memorial Hall," located at the corner of Quincy and Kirkland Streets, Cambridge, Middlesex County, Massachusetts.
- Permitted Uses:** Right of way for passage and repassage by pedestrian and other non-vehicular traffic and all uses for any kind of travel or communication by persons and movement of property, as is reasonable and proper in the use of a public sidewalk.
- Registry:** Middlesex County (South District) Registry of Deeds.
- Sidewalk Easement:** The easement granted by Harvard to the City in Section 1 of this Easement Agreement.
- Sidewalk Easement Area:** The shaded area identified on the Site Plan as the "Sidewalk Easement Area."
- Sidewalk Improvements:** The installation of a concrete sidewalk at grade connecting with the existing public sidewalk, as shown on the Site Plan.
- Site Plan:** The site plan entitled "Restoration, Renovation and Addition to Memorial Hall, Harvard University, Cambridge, Massachusetts" attached hereto as

Kirkland St. Cambridge

18.25

395

1995-08/14/95 12:48:28

Exhibit A and made a part hereof by reference.

Harvard and the City hereby agree as follows:

1. Grant of Sidewalk Easement.

(a) Subject to the terms and conditions set forth in this Easement Agreement, Harvard hereby grants to the City, for use in common with others entitled thereto, a non-exclusive right of way easement over and across the surface of the Sidewalk Easement Area for the purpose of the Permitted Uses. The Sidewalk Easement shall be conditioned upon and shall be effective after the occurrence of (i) the permitting of the Improvements, and (ii) the City's acceptance of Harvard's construction of the Sidewalk Improvements in the Sidewalk Easement Area, as shown on the Site Plan. No rights are granted to the City to use the subsurface of the Sidewalk Easement Area, and the City shall not place pipes, wires, conduits, or the like under or over the Sidewalk Easement Area.

(b) Harvard will provide to the City on or before September 5, 1995, a recordable survey plan showing the Sidewalk Easement Area, such survey to be suitable for use in connection with the Alteration, together with a legal description of the Sidewalk Easement Area.

(c) The City hereby agrees to take all necessary actions to alter the layout of the public way adjacent to the Sidewalk Easement Area so as to incorporate the Sidewalk Easement Area into said public way, and to cause the Alteration to occur.

(d) In the event that the City fails to alter the public way so as to incorporate the Sidewalk Easement Area into said public way by December 1, 1995, then Harvard shall have the right to terminate the Sidewalk Easement, by giving the City notice of Harvard's intention so to terminate, completely restoring the public way to the conditions existing at the time of the execution of this Easement Agreement, and recording with the Registry a certificate signed by Harvard as to the completion of the said restoration work and as to the termination of this Easement Agreement.

2. Construction of Sidewalk Easement Area: Acceptance of Easement. In connection with the construction of the Improvements, Harvard agrees to construct the Sidewalk Improvements in the Sidewalk Easement Area, as shown on the Site Plan. Upon Harvard's completion of the construction of the Sidewalk Improvements, Harvard shall notify the City thereof in writing and, within fifteen days of the City's receipt of such notice, the City shall notify Harvard in writing of its acceptance or rejection of the Sidewalk Improvements. If the City fails to so notify Harvard within such fifteen day period, the City shall be deemed to have accepted the Sidewalk Improvements and the Sidewalk Easement.

3. Maintenance. Before the Alteration, it shall be Harvard's obligation to perform or cause to be performed all the Maintenance necessary to maintain the Sidewalk Easement Area in

good order, repair, and condition, although the City may also perform such Maintenance in the Sidewalk Easement Area. From and after Alteration, the City shall perform or cause to be performed all Maintenance necessary to maintain the Sidewalk Easement Area in good order, repair, and condition. If the Sidewalk Improvements are damaged or destroyed, Harvard shall have no obligation to repair and restore the Sidewalk Improvements, except to the extent that such damage or destruction was caused by the negligent act, error, or omission of Harvard.

4. No Obstructions. The Sidewalk Easement Area shall remain available for continued, uninterrupted (except for necessary maintenance and repairs) passage and repassage, all in accordance with the terms of this Easement Agreement. The City and Harvard shall not conduct, or allow to be conducted, any activity on the Sidewalk Easement Area (except necessary maintenance and repairs) that obstructs or interferes with traffic across the Sidewalk Easement Area. The City shall perform the required Maintenance at such times and in such manner so as to cause minimal interference with the use of the Sidewalk Easement Area by Harvard and the City.

5. Termination of Easement. Harvard may at any time after the Alteration, elect to terminate the Sidewalk Easement herein granted; provided that (a) Harvard gives the City notice of its intention to terminate the Sidewalk Easement, (b) the City takes appropriate action to discontinue the public way in the Sidewalk Easement Area, (c) Harvard at its cost and expense completely restores the portion of the public way then covered by or affected by the Sidewalk Easement Area either to the conditions existing at the time of the execution of this Easement Agreement or to the standard that public ways in the City of Cambridge are to be kept at the time of discontinuance, whichever of the two conditions that the City may specify, and (d) Harvard records a certificate in the Registry that certifies the performance of items (a), (b), and (c), and that expressly terminates the Sidewalk Easement.

6. Indemnity.

(a) From the date that the Sidewalk Improvements are accepted by the City, or deemed accepted by the City, through and including the first to occur of (i) December 1, 1995, or (ii) the Alteration, Harvard agrees to indemnify and hold harmless the City from and against any and all claims, losses, actions, damages, liabilities, and expenses (including reasonable attorney's fees (collectively, "Claims") that may be incurred or occasioned in, on, or about the Sidewalk Easement Area, except to the extent caused by the intentional acts of the City.

(b) After the Alteration the City agrees thereafter to indemnify and hold harmless Harvard from and against any and all claims, losses, actions, damages, liabilities, and expenses (including reasonable attorneys' fees) (collectively, "Claims") that may be incurred or occasioned in, on, or about the Sidewalk Easement Area provided, however, only to the extent that such claims are not the result of the negligent act, error, or omission of Harvard and, provided further, the foregoing indemnification is not intended to increase the City's liability hereunder beyond the statutory limits of liability set forth in Chapter 84, §15 and Chapter 258, § 2 of the Massachusetts General Laws.

7. Notices. Unless otherwise specified herein, any notice sent or required to be sent hereunder shall be in writing and shall be deemed to have been given (a) when delivered, if delivered by hand, or (b) two calendar days after it is mailed, if mailed by U.S. Mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

If to Harvard: President and Fellows of Harvard College
c/o Harvard Real Estate, Inc.
1350 Massachusetts Avenue
Holyoke Center, Suite 1017
Cambridge, Massachusetts 02138-3826

With a copy to: Office of the General Counsel
1350 Massachusetts Avenue
Holyoke Center, Suite 980
Cambridge, Massachusetts 02138-3834

If to the City: Robert W. Healy, City Manager
City Hall
795 Massachusetts Avenue
Cambridge, Massachusetts 02139

With a copy to: Russell J. Higley, City Solicitor
City Hall
795 Massachusetts Avenue
Cambridge, Massachusetts 02139

8. Miscellaneous. Neither party may assign this Easement Agreement, in whole or in part, except with the prior written consent of the other party hereto. This Easement Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any prior agreements or understandings, whether oral or written, between the parties. This Easement Agreement shall not be amended, renewed, extended, or otherwise modified except by a writing signed by all parties hereto. All remedies of the parties hereunder are non-exclusive and are in addition to all other available legal and equitable remedies. Any party to this Easement Agreement may specifically waive any of the provisions hereof or any default or remedy hereunder, but no such waiver shall constitute a future waiver of any such provision, default, or remedy, or a waiver of any other provision, default, or remedy. No delay or omission in the exercise or enforcement of any right or remedy provided hereunder or by law by either party shall be construed as a waiver of such right or remedy. In the event that one or more of the provisions of this Easement Agreement shall be determined to be invalid, unenforceable, or illegal, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Easement Agreement. The headings and captions of the sections and paragraphs of this Easement Agreement are for convenience of reference only, and are not to be used to modify or interpret this Easement Agreement. Use of the term "including" shall be deemed to mean "including

without limitation." Unless the context clearly otherwise indicates, listing of examples in any provision of this Easement Agreement is not intended to be exhaustive, limiting, or defining, but to be illustrative only. This Easement Agreement shall take effect as an instrument under seal and shall be governed by the internal laws of The Commonwealth of Massachusetts in all respects, without regard to principles of conflict of laws. To the extent permitted by law, the parties hereto consent to the jurisdiction of the courts of the competent jurisdiction of The Commonwealth of Massachusetts in any dispute arising out of this Easement Agreement. This Easement Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall be deemed to constitute the same instrument.

EXECUTED as a sealed instrument as of the day and year first above written.

— PRESIDENT AND FELLOWS OF HARVARD
COLLEGE

By: Sally Koblus

By: Kathy A. Spiegelman

CITY OF CAMBRIDGE

By: Robert H. Hays

THE COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.August 8, 1995

Then personally appeared the above-named Sally Zeckhauser
 being the Vice President for Administration of President and Fellows of
 Harvard College, and acknowledged the foregoing to be his/her free act and deed in said capacity,
 and the free act and deed of President and Fellows of Harvard College, before me.

Ann J. Caragiu
Notary PublicMy commission expires: 11/25/99

THE COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.August 8, 1995

Then personally appeared the above-named Kathryn A. Speer
 being the Associate Vice President for Planning & Institutional Effs. of President and Fellows of
 Harvard College, and acknowledged the foregoing to be his/her free act and deed in said capacity,
 and the free act and deed of President and Fellows of Harvard College, before me.

K. J. Speer
Notary Public

My commission expires:

THE COMMONWEALTH OF MASSACHUSETTS

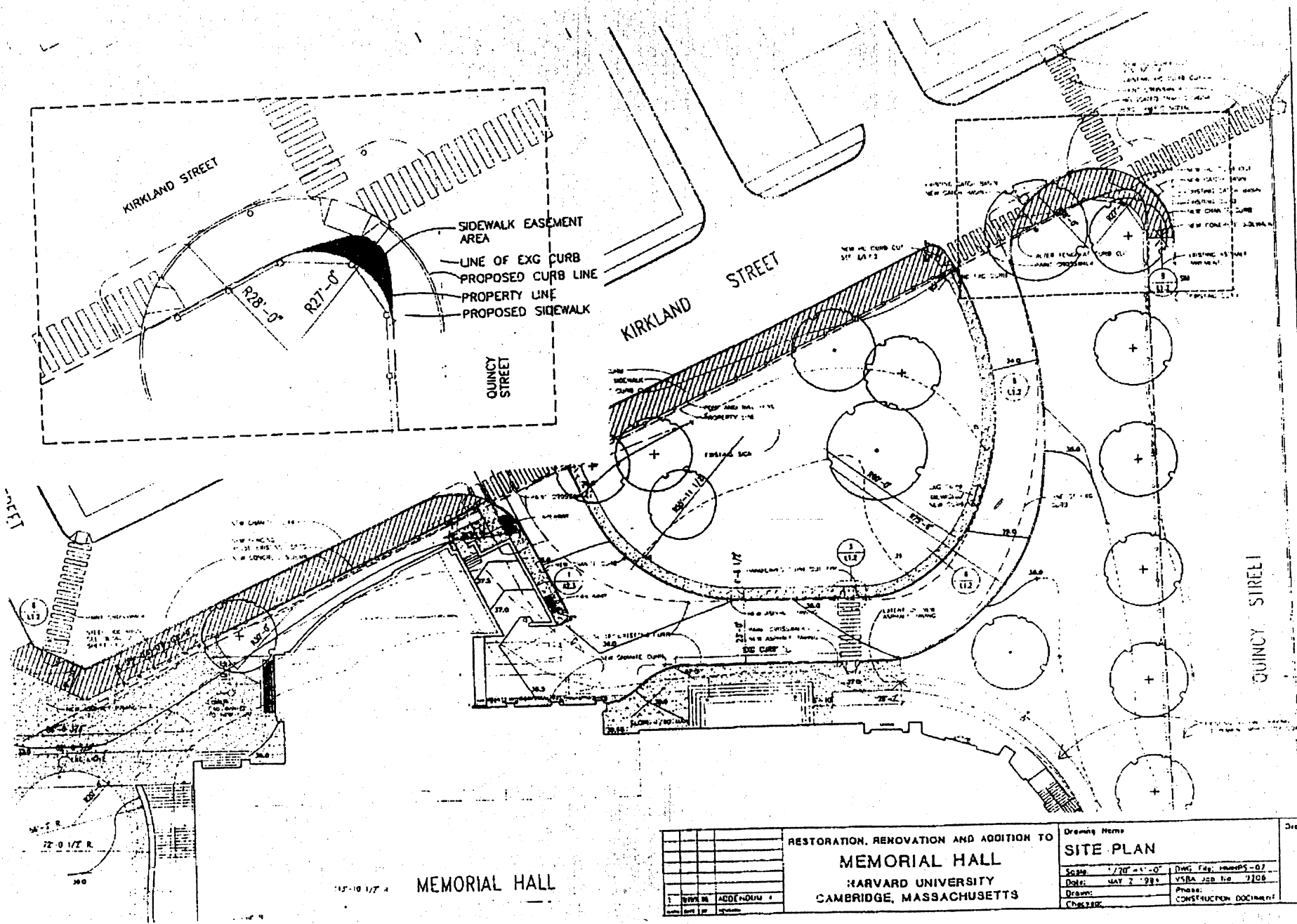
Middlesex, ss.Aug. 4, 1995

Then personally appeared the above-named Robert W. Healy
 being the City Manager of the City of Cambridge, and
 acknowledged the foregoing to be his/her free act and deed in said capacity, and the free act and
 deed of the City of Cambridge, before me.

Maureen A. Healy
Notary PublicMy commission expires: 10/27/2000

BR 25565 PG 528

EXHIBIT A



MEMORIAL HALL

RESTORATION, RENOVATION AND ADDITION TO		Drawing Name		Drawing No.	
MEMORIAL HALL		SITE PLAN		A2.1	
HARVARD UNIVERSITY		Scale: 1/2" = 1'-0"		Date: MAY 2 '98	
CAMBRIDGE, MASSACHUSETTS		Drawn: CHARTER		Phase: CONSTRUCTION DOCUMENT	

JAN 25 1996

COMMONWEALTH OF MASSACHUSETTS
MIDDLESEX S.S. _____

SOUTH DIST. REGISTRY OF DEEDS
CAMBRIDGE, MA

I HEREBY CERTIFY THE FOREGOING

IS A TRUE COPY OF A PAPER

RECORDED IN BOOK

PAGE 522-528

25365-

Eugene C. Bruce

REGISTER

RECEIVED
CITY SOLICITOR'S
OFFICE
JAN 25 2 16 PM '96



CITY OF CAMBRIDGE
CAMBRIDGE, MASSACHUSETTS 02139

TEL. 349-4300
FAX. 349-4307

EXECUTIVE DEPARTMENT
ROBERT W. HEALY
City Manager

RICHARD C. ROSSI
Deputy City Manager

January 24, 1996

To The Honorable, The City Council:

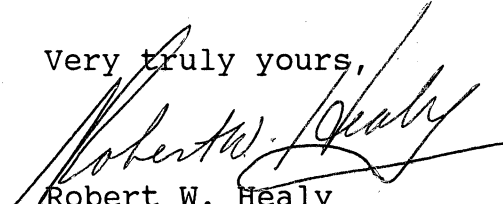
Pursuant to the provisions of Cambridge Municipal Code §12.16.010, I am transmitting herewith copies of my letters of October 4, 1995 to several of my Department Heads regarding the proposed alteration to widen the intersection of Quincy and Kirkland Streets, and their responses to me commenting on whether the street alteration would be appropriate.

As detailed in the attached documents, the Directors and Commissioners of the Police, Fire, Inspectional Services, Public Works, Water, Traffic and Parking and Community Development Departments, as well as the City Engineer and the City Electrician, have all reviewed the attached materials regarding the proposal to widen the public way at this intersection. The materials include an Easement Agreement from Harvard University granting to the City of Cambridge an easement to allow the intersection of Quincy Street and Kirkland Street to be widened to create a safer turning radius. Also included are plans which depict the proposed new layout for the intersection.

Pursuant to the provisions of the Ordinance, each of these Department Heads has reviewed the attached proposal, and has reported his or her comments to me regarding the design, engineering, construction and utility aspects of the proposed alteration to the public way. As you will see in the attached materials, each Department Head has approved of the alteration with respect to these issues.

I have reviewed the attached submissions and find that the proposed alteration to the public way would be beneficial to the City of Cambridge. Accordingly, I request that the City Council approve the attached proposal to widen the public way at the intersection of Quincy and Kirkland Streets.

Very truly yours,


Robert W. Healy
City Manager

Consent Agenda #3

H-10

Relative to a request for the City Council
for approve the proposal to widen the
public way at the intersection of Quincy
and Kirkland Streets.

In City Council January 29, 1996

Recommendations Approved
9-0-0