

MEMORANDUM OF UNDERSTANDING

BETWEEN

MASSACHUSETTS BAY TRANSPORTATION AUTHORITY

AND

CITY OF BOSTON

WHEREAS, the Massachusetts Bay Transportation Authority, a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts, hereinafter referred to as "Authority", on November 6, 1969, acting under the provisions of Chapter 161A of the General Laws inserted therein by Section 18 of Chapter 563 of the Acts of 1964, at a duly called meeting at which all the members were present, unanimously adopted a resolution and two votes in connection therewith, concerning the Authority's proposal to acquire certain property from the Penn Central Transportation Company, hereinafter referred to as "Penn Central", said property commonly referred to as the "Dover Street Yards", which resolution and votes are attached hereto and made a part hereof; and

WHEREAS, the City of Boston, hereinafter referred to as "City", is deeply concerned over this proposed acquisition and the resultant effects upon the social and economic well-being of said City; and

WHEREAS, the City has publicly stated its concern about the proposed acquisition and the use of the property as a maintenance and storage facility, in the absence of specified safeguards for the economic protection of the City; and

WHEREAS, both the Authority and the City recognize their responsibilities one to the other, as well as to the entire MBTA district and the transportation needs thereof; and

WHEREAS, time has long been of the essence insofar as the Authority's need to relocate its maintenance and storage facilities currently situated at the Bennett-Eliot Yards;

NOW, THEREFORE, the Authority and the City agree as follows:

(1) Upon the completion of the Authority's plan for the utilization of the Dover Street Yards, or at such time as the Mayor of the City may elect within a period of five (5) years from such completion, the Authority will convey to the City, or to an appropriate public agency designated by the Mayor of said City, any real property owned by the Authority within, or within the vicinity of, the Dover Street Yards and which is determined to be excess to the transportation needs at this location, subject, of course, to all appropriate legal requirements. In the event that the intended use of such excess property is for purposes other than transportation, the monetary value to be established shall take into consideration

- (a) the original land cost to the Authority, excluding any and all relocation costs as set forth in a letter from the General Manager of the Authority to the Mayor of Boston dated December 18, 1969
- (b) the prevailing selling price of land used for comparable purposes at the time of agreement to purchase.

(2) During the period of ten (10) years from the effective date of this instrument, the Authority will negotiate with the City or such appropriate governmental agency as the Mayor of the City may select, an agreement to lease or sell the air rights over the Authority's property within, or within the vicinity of, the Dover Street Yards provided, however, that such air rights development will be compatible with the transportation needs at this locus and provided further that said agreement will be subject to all appropriate legal obligations and requirements of the parties.

(3) The Authority, even though, with the approval of the Advisory Board of the revision to its Master Plan may proceed immediately, and without further action by the Advisory Board, to implement its plan for the utilization of the property, it will so proceed only after formally coordinating its plan for the development of this real property with the City.

(4) The Authority, immediately upon the approval by the Advisory Board of the requested revision to its Master Plan, will commence to plan jointly with the duly authorized representatives of the City to provide the best possible utilization of the real property owned by the Authority within, or within the vicinity of, the Dover Street Yards consistent with the transportation needs of the Authority and other concerned agencies including the City, said jointly developed plan to be completed on or before April 1, 1970, time being of the essence. The Authority will make only such use of said real property as is in accord with such jointly developed plan.

(5) Should the Authority determine that any other real estate that it owns within the geographic limits of the City is excess to the transportation needs of the Authority and is, therefore, available for sale, that as to that property it hereby grants to the City, or to an appropriate public agency designated by the Mayor, a right of first preference to acquire said property. In the event the City does not desire to purchase the property and it is, therefore, sold to another party, the Authority will convey the property in such a manner that the City shall have the right to review the use of the property and the design of whatever facilities are to be constructed thereon.

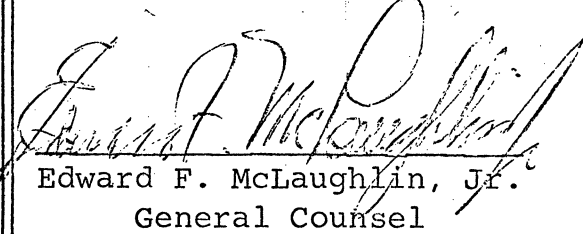
(6) This agreement is to take effect simultaneously with the approval of the Advisory Board of the Authority's proposed revision to the Master Plan to permit the utilization of the Dover Street Yards as a maintenance and storage facility; provided, however, the City's representative voted in favor of such approval. Should the Advisory Board not approve the proposed revision, then and in that event this agreement is null and void.

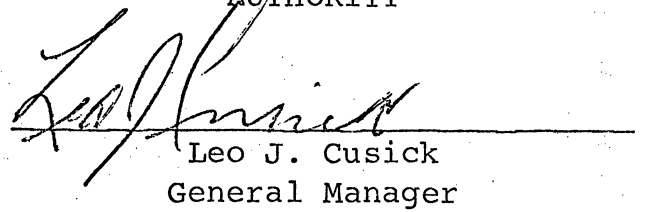
IN WITNESS WHEREOF, the Authority has caused these presents to be executed in its name and on its behalf by Leo J. Cusick, its General Manager, thereunto duly authorized, and the City

has caused these presents to be executed by Kevin H. White,  
Mayor, thereunto duly authorized on this 19th of  
December, 1969.

Approved as to form:

MASSACHUSETTS BAY TRANSPORTATION  
AUTHORITY

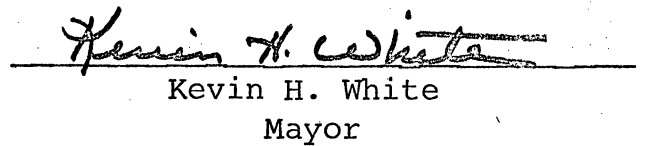
  
Edward F. McLaughlin, Jr.  
General Counsel

  
Leo J. Cusick  
General Manager

Approved as to form:

CITY OF BOSTON

  
Edward H. Gleason  
Corporation Counsel

  
Kevin H. White  
Mayor



**MASSACHUSETTS  
BAY  
TRANSPORTATION  
AUTHORITY**

Board of Directors  
150 Causeway Street, Boston, Mass. 02114

I, Jeanette S. Corrigan, Recording Secretary of the Board of Directors of the Massachusetts Bay Transportation Authority, hereby certify that, at a Meeting of the Board of Directors of the Massachusetts Bay Transportation Authority, acting under the provisions of Chapter 161A of the General Laws, inserted therein by Section 18 of Chapter 563 of the Acts of 1964, duly called and held on the Sixth day of November 1969, at which all the members were present, the following RESOLUTION and Votes were adopted:

RESOLVED: WHEREAS, the Authority is faced with a critical need to immediately acquire an appropriate site for the development of essential yard storage and maintenance facilities for rapid transit operations on the Red Line (Ashmont to Harvard);

WHEREAS, the Authority in acquiring said site desires not only to develop effective and comprehensive facilities for present and future transportation needs, but also to acquire a site that would permit of the most comprehensive use, other than transportation, for the economic benefit of the cities and towns comprising the MBTA district; and

WHEREAS, the Authority has a legal and moral obligation to remove itself from the Bennett-Eliot site at the earliest practicable opportunity; and

WHEREAS, after long and detailed technical study and analysis and after full coordination with the South Bay Technical Committee, it is the unanimous recommendation of the staff of the Authority that the best and most readily available site is that property owned by the Penn Central Company and known as the Dover Street Yards.

NOW, THEREFORE, the Board of Directors of the MBTA, after thorough study and discussion of the recommendations of the staff, is of the opinion that the said Dover Street Yards offer the most appropriate site for the Authority's purposes; and it is

FURTHER RESOLVED that since it is the stated intention of the Board of Directors of the MBTA, in addition to satisfying the transportation needs of the Authority, to encourage the general development of the area in the interest of enhancing the quality of urban life and augmenting the financial base of the region, accordingly, if the above-referred-to site is acquired, any of said property or other property now owned by the Authority in this vicinity found to be excess to the transportation needs of the Authority will be made available to other interested agencies of Government, such as the City of Boston, the Boston Redevelopment Authority, the Massachusetts Port Authority, the Massachusetts Turnpike Authority and the Massachusetts Department of Public Works at a pro rata price, for such use and purposes as they may determine necessary; provided, however, said use and purposes are consistent with comprehensive urban planning and design and not inconsistent with the needs of the Authority and provided further that said use and purposes be directed towards appropriate development including revenue-producing commercial development, air rights and otherwise; and it is

FURTHER RESOLVED that it is the stated intention of the Board of Directors of the MBTA that the acquisition and future use of said property shall be consistent with the broad legislative mandate that the Authority should develop its facilities in such a manner as to promote for the general economic and social well-being of the MBTA district and the Commonwealth, all as set forth in Paragraph (a), Section 5, Chapter 161A of the General Laws.

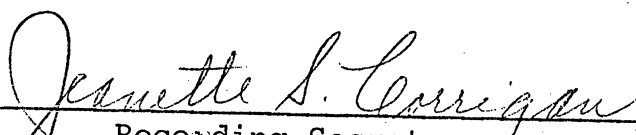
VOTED: That the General Manager be, and he hereby is, authorized to negotiate, in the name and behalf of the Authority, a final agreement with the Penn Central Company for the purchase from said Company of approximately 25 acres of the Dover Street Yards, so-called, at

a price not to exceed \$7,000,000; and it was

FURTHER VOTED: That the General Manager be, and he hereby is, authorized to negotiate, in the name and behalf of the Authority, an option to purchase from the Penn Central Company such portion of the real estate contiguous to that referred to in the preceding Vote as may be available for sale and is or will be needed by the Authority for its use.

. A true copy.

Attest:            November 20, 1969

  
\_\_\_\_\_  
Recording Secretary  
Board of Directors of the  
Massachusetts Bay Transportation Authority

WHEREAS, St. 1965, Chapter 864 authorizes the Massachusetts Bay Transportation Authority (the "Authority"), a body politic and corporate and a political subdivision of The Commonwealth of Massachusetts established under the provisions of Chapter 563 of the Acts of 1964, to convey to the United States of America (the "United States"), in order to provide a site for the presidential archival depository of the John Fitzgerald Kennedy Library, a part of the train yards (the "Yards") owned by the Authority and located at the terminus of the Dorchester-Cambridge rapid transit line in the City of Cambridge, Middlesex County, Massachusetts, said part not to exceed ten acres bounded on the east by Boylston Street and on the south by Memorial Drive, the exact metes and bounds of which have been agreed upon by the Authority and the United States acting by and through the Administrator of General Services (the "Administrator") and are the premises shown as Parcel 1 on the plan hereinafter referred to; and

WHEREAS, by joint resolution the Senate and House of Representatives of the United States have authorized the acceptance of such conveyance (Public Law 89-547; 80 Stat. 370); and

WHEREAS, it is anticipated that it will be necessary to adjust the metes and bounds of the part of the Yards to be owned by the United States and of the remaining part to be owned by the John Fitzgerald Kennedy Library Incorporated (the "Library Corporation"), a non-profit corporation duly organized under the laws of The Commonwealth of Massachusetts, and in order to accomplish such result without the necessity of the execution and delivery by the United States of a deed or

deeds conveying a portion of said Parcel 1, it has been agreed to grant to the Library Corporation a future interest in a portion thereof;

NOW, THEREFORE, the MASSACHUSETTS BAY TRANSPORTATION AUTHORITY, for consideration paid, gives, grants, bargains and sells, enfeoffs and conveys to the UNITED STATES OF AMERICA (mailing address: General Services Administration, Washington, D. C. 20405) with quitclaim covenants, subject to the provisions hereinafter set forth, a certain parcel of land situated on Memorial Drive, Boylston Street, Bennett Street and University Road in said Cambridge, shown as Parcel 1 on a plan entitled "Plan of Land in Cambridge - Mass.", dated December 26, 1967, revised January 12, 1968, by William S. Crocker, Inc., to be recorded herewith, containing 435,561 square feet or 9.999 acres, and bounded and described as follows:

SOUTHEASTERLY by a curved line at the junction of Boylston Street and Memorial Drive, about twenty-eight and 15/100 (28.15) feet;  
SOUTHERLY about three hundred six and 53/100 (306.53) feet;  
WESTERLY twenty-six and 34/100 (26.34) feet;  
SOUTHWESTERLY fifty-seven and 36/100 (57.36) feet;  
SOUTHERLY thirty-eight and 45/100 (38.45) feet; and  
SOUTHWESTERLY about four hundred seventy-six and 59/100 (476.59) feet, all of the foregoing courses being by Memorial Drive;  
NORTHWESTERLY in part by land now or formerly of the Society of St. John the Evangelist and in part by the southeasterly line of University Road, five hundred and 42/100 (500.42) feet;  
NORTHEASTERLY by Bennett Street, four hundred three and 07/100 (403.07) feet;  
SOUTHEASTERLY by land of The Commonwealth of Massachusetts, sixteen and 20/100 (16.20) feet, and by Parcel 2 on said plan, three hundred sixty-six and 19/100 (366.19) feet;  
NORTHEASTERLY by said Parcel 2, three hundred thirty-six and 11/100 (336.11) feet; and  
SOUTHEASTERLY by Boylston Street, four hundred two and 98/100 (402.98) feet.

TO HAVE AND TO HOLD the granted premises, together with all privileges and appurtenances thereto belonging to the grantee, its successors and assigns, until the recording of an agreement and certificate (the "certificate") to which reference is hereafter made in Paragraph I, and then to the use of the Library Corporation (mailing address: 122 Bowdoin Street, Boston, Massachusetts 02108) of so much of said Parcel 1 as is covered by such certificate.

I. Promptly after each notice given by the Library Corporation of the Additional Land (as hereinafter defined) it wishes, the exact metes and bounds of the part of the Yards thereafter to be owned by the United States and the remaining part to be owned by the Library Corporation shall be agreed upon by the Authority and the United States acting by and through the Administrator, and title to such Additional Land, subject to the payment by the Library Corporation to The Commonwealth of Massachusetts of the sum of \$14 per square foot for such Additional Land, shall automatically vest in the Library Corporation upon the filing in the Middlesex South District Registry of Deeds within twenty (20) years from the date hereof of a certificate which (a) shall set forth the exact metes and bounds of the part of the Yards thereafter to be owned by the United States and the exact metes and bounds of the remaining part of the Yards to be owned by the Library Corporation, (b) shall state the area in square feet of the Additional Land so to be acquired by the Library Corporation, and (c) shall be executed on behalf of the Authority by properly authorized officers and by the Administrator to evidence their mutual agreement upon said exact metes and bounds and by the Treasurer and Receiver General of The Commonwealth of Massachusetts

to evidence receipt by said Commonwealth from the Library Corporation of \$14 per square foot for the Additional Land so acquired by the Library Corporation.

The term Additional Land shall mean land within said Parcel 1 acquired by the Library Corporation as the result of the filing of one or more of the certificates referred to in the preceding paragraph; provided, however, that the total area of Additional Land shall not exceed three acres plus an area equal to any part of Parcel 2 on said plan which may have been conveyed by the Library Corporation to the United States subsequent to the date hereof.

II. By the acceptance of this deed the United States agrees that it will make arrangements with the Library Corporation to cause a suitable memorial to be placed in a prominent place indicating that the site of the Library was a gift from the people of The Commonwealth of Massachusetts.

III. The granted premises are conveyed subject to an easement hereby reserved to use the existing tracks and facilities, and any additions or alterations thereto, at the Yards for such period as the Authority may require, but in no event after the Termination Date referred to below. The Authority shall exercise its best efforts to relocate such tracks and facilities, to vacate the Yards and to deliver full possession thereof, free of all tenants and occupants, to the United States as soon as practicable, and in any event by January 1, 1970, provided, however, that if the Authority shall be unable to move prior to said date, then said date may be postponed by mutual agreement of the Authority and the Library Corporation (January 1, 1970, or such postponed date if there be one, being herein called the "Termination Date").

IV. The granted premises also are conveyed subject to the building line on said Memorial Drive, formerly Charles River Road, created by vote of the City of Cambridge Park Commissioners on November 29, 1898, a copy of which is recorded with said Deeds, Book 2709, Page 588, and to the building line on Boylston Street created by order of the City Council dated February 12, 1962, recorded with said Deeds, Book 9997, Page 599, all so far as now in force and applicable.

V. The Authority shall indemnify the United States and hold it harmless against any loss, cost, damage or expense whatsoever which it may incur or suffer by reason of public liability or taxes, if any, or by any other reason, if such loss, cost, damage or expense is based upon or results from the ownership, use or occupancy of the Yards prior to the time the full possession thereof shall have been delivered to the United States and to the Library Corporation.

VI. No Massachusetts deed excise stamps are affixed hereto, none being required by law.

IN WITNESS WHEREOF the Massachusetts Bay Transportation Authority has caused its corporate seal to be affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Charles C. Cabot, William J. Fitzgerald, Philip Kramer, Robert P. Springer and Forrest I. Neal, Jr., hereto duly authorized, this 24th day of January , 1968.

MASSACHUSETTS BAY TRANSPORTATION AUTHORITY

By

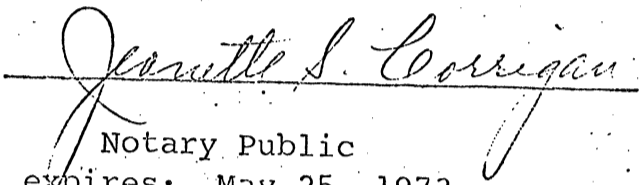
Charles C. Cabot  
William J. Fitzgerald  
Philip Kramer  
Robert P. Springer  
Forrest I. Neal, Jr.

THE COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

January 24, 1968

Then personally appeared the above-named Charles C. Cabot, William J. Fitzgerald, Philip Kramer, Robert P. Springer and Forrest I. Neal, Jr., known to me to be all the Directors of the Massachusetts Bay Transportation Authority, and acknowledged the foregoing instrument to be the free act and deed of the Massachusetts Bay Transportation Authority, before me.

  
A handwritten signature in cursive script, reading "Jeannette S. Corrigan", is written over a horizontal line.

Notary Public

My commission expires: May 25, 1973

WHEREAS, St. 1965, Chapter 864, Section 1(1) authorizes the Massachusetts Bay Transportation Authority (the "Authority") a body politic and corporate and a political subdivision of The Commonwealth of Massachusetts established under the provisions of Chapter 563 of the Acts of 1964, to convey to the United States of America, in order to provide a site for the presidential archival depository of the John Fitzgerald Kennedy Library, a part of the train yards (the "Yards") owned by the Authority and located at the terminus of the Dorchester-Cambridge rapid transit line in the City of Cambridge, Middlesex County, Massachusetts, the exact metes and bounds of which have been agreed upon by the Authority and the United States of America acting by and through the Administrator of General Services (the "Administrator"); and

WHEREAS, such conveyance is being made by a deed to be delivered simultaneously herewith; and

WHEREAS, St. 1965, Chapter 864, Section 1(2) authorizes the Authority to sell and convey to the John Fitzgerald Kennedy Library Incorporated (the "Library Corporation"), a nonprofit corporation duly organized under the laws of The Commonwealth of Massachusetts, the remaining part of the Yards, meaning the part not so conveyed to the United States of America, at its fair market value; and

WHEREAS, the fair market value of the remaining part of the Yards has been determined and is the consideration for this conveyance;

NOW, THEREFORE, the MASSACHUSETTS BAY TRANSPORTATION AUTHORITY, for consideration paid, grants to JOHN FITZGERALD KENNEDY LIBRARY INCORPORATED (mailing address: 122 Bowdoin Street, Boston, Massachusetts 02108) with quitclaim covenants, a certain parcel of land situated on Boylston Street and Eliot Street in said Cambridge,

shown as Parcel 2 on a plan entitled "Plan of Land in Cambridge-Mass.", dated December 26, 1967, revised January 12, 1968, by William S. Crocker, Inc., to be recorded herewith, containing about 95,008 square feet or 2.181 acres, and bounded and described as follows

SOUTHEASTERLY	by Boylston Street, two hundred five and 83/100 (205.83) feet;
NORTHEASTERLY	by Eliot Street, two hundred eighty-one and 76/100 (281.76) feet;
NORTHERLY	twenty and 09/100 (20.09) feet;
EASTERLY	fifty-seven and 04/100 (57.04) feet; and
NORTHERLY	thirty-six and 80/100 (36.80) feet, all of the foregoing courses being by land of The Commonwealth of Massachusetts;
NORTHWESTERLY	three hundred sixty-six and 19/100 (366.19) feet; and
SOUTHWESTERLY	three hundred thirty-six and 11/100 (336.11) feet, both of the foregoing courses being by Parcel 1 on said plan.

Said Parcel 2 constitutes the remaining part of the Yards.

The granted premises are conveyed subject to an easement hereby reserved to use the existing tracks and facilities, and any additions or alterations thereto, at the Yards for such period as the Authority may require, but in no event after the Termination Date referred to below. The Authority shall exercise its best efforts to relocate such tracks and facilities, to vacate the Yards and to deliver full possession thereof, free of all tenants and occupants, to the Library Corporation as soon as practicable, and in any event by January 1, 1970, provided, however, that if the Authority shall be unable to move prior to said date, then said date may be postponed by mutual agreement of the Authority and the Library Corporation (January 1, 1970, or such postponed date if there be one, being herein called the "Termination Date").

The granted premises also are conveyed subject to the building line on Boylston Street created by order of the City Council dated

February 12, 1962, recorded with Middlesex South District Deeds, Book 9997, Page 599, all so far as now in force and applicable.

The Authority shall indemnify the Library Corporation and hold it harmless against any loss, cost, damage or expense whatsoever which it may incur or suffer by reason of public liability or taxes, if any, or by any other reason, if such loss, cost, damage or expense is based upon or results from the ownership, use or occupancy of the Yards prior to the time the full possession thereof shall have been delivered to the United States and to the Library Corporation.

No Massachusetts deed excise stamps are affixed hereto, none being required by law.

IN WITNESS WHEREOF the Massachusetts Bay Transportation Authority has caused its corporate seal to be affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Charles C. Cabot, William J. Fitzgerald, Philip Kramer, Robert P. Springer and Forrest I. Neal, Jr., hereto duly authorized, this 24th day of January, 1968.

MASSACHUSETTS BAY TRANSPORTATION AUTHORITY

By

Charles C. Cabot  
William J. Fitzgerald

Philip Kramer

Robert P. Springer

Forrest I. Neal, Jr.

THE COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

January 24, 1968

Then personally appeared the above-named Charles C. Cabot, William J. Fitzgerald, Philip Kramer, Robert P. Springer and Forrest I. Neal, Jr., known to me to be all the Directors of the Massachusetts Bay Transportation Authority, and acknowledged the foregoing instrument to be the free act and deed of the Massachusetts Bay Transportation Authority, before me.

Janette A. Corrigan  
Notary Public

My commission expires: May 25, 1973

Agreement

Agreement made this 21st day of November, 1969 by and between the MASSACHUSETTS BAY TRANSPORTATION AUTHORITY, a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts, established under the provisions of Chapter 161A of the General Laws, as inserted therein by Section 18 of Chapter 563 of the Acts of 1964, as amended, and in accordance with the provisions of Chapter 723 of the Acts of 1965, hereinafter referred to as MBTA, and PENN CENTRAL TRANSPORTATION COMPANY, a corporation duly established under the laws of the Commonwealth of Pennsylvania, hereinafter referred to as PENN CENTRAL.

WITNESSETH:

The parties hereto, in consideration of the mutual agreements herein contained, hereby agree each with the other, their respective successors and assigns, as follows:

ARTICLE I - DESCRIPTION OF PREMISES

PENN CENTRAL will sell and MBTA will purchase, subject to the matters, and upon the terms, conditions and agreements hereinafter set forth, the following premises:

All of PENN CENTRAL'S right, title and interest in and to the land hereinafter described, and to the buildings and other improvements thereon, which real property is no longer needed by PENN CENTRAL for interstate commerce or other railroad purposes, except as hereinafter provided, in connection with the following parcels of land in Boston, Suffolk County,

Massachusetts, to be more particularly described upon the completion of a precise field survey of the premises to be prepared by MBTA:

Parcel #1 Northerly by West Fourth Street  
Easterly by Dorchester Avenue  
Southerly by the Dorchester Branch, so called, to the Boston Freight Terminal  
Westerly by Parcel #2, hereinafter described;

said parcel #1 containing 620,500 square feet of land, more or less.

Parcel #2 Northerly by land of MBTA  
Easterly by Parcel #1  
Southerly by Parcel #1  
Westerly by land of MBTA;

said parcel #2 containing 378,000 square feet of land, more or less.

Parcel #3 Northerly by O. H. Bridge No. 0.54  
Easterly by Foundry Street  
Southerly by Parcel #2  
Westerly by land of MBTA;

said parcel #3 containing 32,300 square feet of land, more or less.

~~Parcel #4 A lot fronting on Foundry Street across~~  
from MBTA property also known as Yard 3;

said parcel #4 containing 9,100 square feet of land, more or less.

Said parcels #1, #2, #3 and #4 are located substantially as outlined in hatched yellow on a plan, titled, "Plan of Land Accompanying Agreement for Purchase of Penn Central Property by MBTA--Dover Street Yards, Dated November 12, 1969", marked "Exhibit A" and attached hereto and made a part hereof.

ARTICLE II - PURCHASE PRICE

The purchase price for the premises described in Article I is the sum of Seven Million Dollars (\$7,000,000). Six Million Five Hundred Thousand Dollars (\$6,500,000) shall be paid at the closing as hereinafter provided by certified check upon delivery of the instruments provided for in Article IV. The balance of Five Hundred Thousand Dollars (\$500,000) shall be paid by certified check when PENN CENTRAL vacates the premises described in Article I.

ARTICLE III - CLOSING DATE

The closing date shall be December 31, 1969 at 11 o'clock in the forenoon at the office of the Registry of Deeds for Suffolk County, Boston, Massachusetts, or at such other time and place as may be agreed upon by the parties in writing. It is agreed that time is of the essence of this agreement.

ARTICLE IV - INSTRUMENTS AT CLOSING

At the closing the following instruments will be delivered:

1) A deed duly executed and acknowledged and suitable for recording with documentary stamps affixed as required by Massachusetts law from PENN CENTRAL conveying all of its right,

title and interest in the premises described in Article I, which description shall be in conformity with the field survey supplied by MBTA, free from all encumbrances, and a certificate of the vote of the Board of Directors of PENN CENTRAL authorizing the execution thereof.

2) A release in form and substance satisfactory to counsel for MBTA duly executed by the holder of any mortgage on the property hereinabove described, releasing the same from said mortgage, or in lieu thereof, evidence satisfactory to counsel for MBTA of the discharge or partial release of said mortgage, together with evidence of termination of leases, agreements, and licenses affecting the premises in form satisfactory to the counsel of MBTA.

3) An agreement in form and substance satisfactory to counsel for MBTA, dated December 31, 1969, granting to MBTA the right of first preference to purchase other real property of PENN CENTRAL indicated in cross-hatched yellow on the plan attached to this agreement marked "Exhibit A" and made part hereof. The right so granted shall be applicable for a period of five (5) years from the date thereof and PENN CENTRAL agrees that if any of the parcels are to be sold within that period that it will give a sixty (60) day written notice to MBTA of its intention to sell. MBTA on or before the expiration of the sixty (60) days from date of said notice must advise PENN CENTRAL in writing that it desires or does not desire to purchase the parcel or parcels so noticed. The price to be paid for said parcel or parcels shall be based upon fair market value appraisals to be made within the

sixty (60) day period after said notice is given.

4) MBTA will grant to PENN CENTRAL, as a part of the consideration for the acquisition of the property described in Article I, a perpetual easement for railroad purposes only in a parcel of land comprising part of the former Old Colony Main Line and containing 65,250 square feet, more or less, substantially as shown in solid blue on the plan attached to this agreement marked "Exhibit A" and made a part hereof.

5) PENN CENTRAL will submit to MBTA by December 15, 1969, draft copies of all proposed documents which are required to be provided by it on the closing date under the terms of this agreement.

#### ARTICLE V - APPROVALS

The obligation of PENN CENTRAL to convey the premises described in Article I shall be subject to the approval of its Board of Directors and the premises described in said Article shall be subject to a precise field survey of the premises to be prepared at the expense of MBTA. MBTA forthwith upon execution of this agreement shall cause such survey to be made as well as plans suitable for recording with the deed. The obligation of MBTA to pay the purchase price provided in Article II and to convey the perpetual easement described in Article IV (4) is subject to the approval of the Board of Directors of the MBTA and to the further approval of the Advisory Board to the MBTA of a revision to the MBTA's Master Plan for Mass Transportation so as to permit the construction of maintenance and yard facilities on the

premises to be purchased hereunder and is further subject to the limitations and requirements of Paragraph (g), Section 5, Chapter 161A of the General Laws, as amended.

ARTICLE VI - CONTINUED USE OF PREMISES - INDEMNITY BY MBTA AND PENN CENTRAL

The deed referred to in Article IV (1) will contain a clause reserving to PENN CENTRAL for a one-year (1) period from the closing date the right and privilege to occupy the premises described in the deed, without payment of rent. The right so reserved is intended to permit PENN CENTRAL, without interference with or interruption of the maintenance and operation of its railroad services, to use the existing facilities on the premises described in Article I for a period of no more than one (1) year from the closing date; provided, however, that, after the execution of this agreement MBTA and its agents thereunto duly authorized may enter upon the premises at reasonable times for the purpose of inspecting, surveying, making soil investigations and for planning facilities. PENN CENTRAL will make available to MBTA or its duly authorized agents all available data and information which may be helpful in conducting such inspections, surveys, soil investigations and the planning of facilities. If such entry on the premises is made, MBTA agrees that any expense, damage, loss, claims, suits or actions arising out of or connected with any entry shall be the responsibility of MBTA. No such entry shall be made until after the execution and delivery to PENN CENTRAL of such agreement or agreements of indemnity as PENN CENTRAL may reasonably require. MBTA agrees to reimburse PENN CENTRAL for

the reasonable cost of any flagging or inspection services which, in the judgment of the Division Superintendent or Passenger Trainmaster of PENN CENTRAL'S Boston Division, may be required.

PENN CENTRAL agrees to indemnify and hold harmless MBTA from any municipal liens or any other charges arising out of its use and occupancy of said premises as described above and from all municipal liens, attachments, lis pendens and other charges existing upon said premises prior to the closing date and up to the time of recording of the deed.

PENN CENTRAL represents that under Order No. 559, IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF CONNECTICUT entitled, In Proceedings for the Reorganization of a Railroad, In the Matter of THE NEW YORK, NEW HAVEN AND HARTFORD RAILROAD COMPANY, Debtor, No. 30226, dated December 24, 1968, in accordance with clause H on pp. 7388 and 7389 of said Order, it received the property described in Article I, free from liens including taxes assessed on the premises by the City of Boston for the year 1968 and prior thereto.

PENN CENTRAL further represents that it has paid to the City of Boston all taxes and charges assessed by said city, on the premises described in Article 1, for the calendar year 1969.

PENN CENTRAL agrees to indemnify MBTA and hold MBTA harmless against any expenses, damages, loss, claims, suits or actions whatsoever which the MBTA may incur or suffer as a result of PENN CENTRAL'S use and occupancy of the premises.

ARTICLE VII - VACATION OF PREMISES

MBTA is desirous of occupying the premises described in Article I as soon as possible after the closing date and PENN CENTRAL will initiate efforts to vacate the premises as soon as it may feasibly do so after the closing date in order to comply with Article VI.

ARTICLE VIII - REAL AND PERSONAL PROPERTY - COMMITTEES

It is understood and agreed that there is presently on the premises described in Article I various items of both real and personal property which in the judgment of MBTA and PENN CENTRAL may be suitable for future use by either of the parties hereto. It is, therefore, further agreed that the parties will, immediately following the execution of this agreement, mutually prepare or have prepared an inventory of said real and personal property; said inventory to be completed on or before December 15, 1969.

Title to all personal property remains in PENN CENTRAL and may be disposed of as PENN CENTRAL sees fit. However, during the year of occupancy following the closing date, PENN CENTRAL will not remove said personal property without first notifying MBTA in writing.

Should there be any dispute as to whether certain property is real or personal, the issue shall be submitted to a committee of five (5) qualified persons, appointed jointly by the General Manager of MBTA and the General Manager, New Haven Region of PENN CENTRAL for resolution prior to December 31, 1969. When

agreement has been reached as to the classification of all items, PENN CENTRAL shall have the right to remove such personal property at its own expense at any time between December 31, 1969 and December 31, 1970, subject however to notifying the Authority in writing as set forth above.

All other property not identified as personal property shall be considered as real property to be conveyed to MBTA on the closing date, December 31, 1969.

#### ARTICLE IX - LIQUIDATED DAMAGES

If PENN CENTRAL does not vacate the premises described in Article I within one (1) year from the closing date, PENN CENTRAL shall pay to MBTA, as liquidated damages and not as a penalty, a sum equal to one (1) day's interest, at the legal rate of interest, on Six Million Five Hundred Thousand Dollars (\$6,500,000) for each day that PENN CENTRAL occupies the premises after one (1) year from the closing date.

#### ARTICLE X - TAKINGS TO PERFECT TITLE

If MBTA shall find that it becomes necessary, in order to obtain title to any of the premises described in Article I, to make a taking or takings of any portion of the areas described in Article I, MBTA agrees to make such taking or takings to acquire such title and to save harmless and indemnify PENN CENTRAL from and against any expenses, damages, loss, claims, suits or actions which may be brought against PENN CENTRAL by anyone claiming an interest in such land or damages for such taking or takings.

ARTICLE XI - TERMINATION OF AGREEMENTS, LEASES, AND LICENSES

PENN CENTRAL will terminate all agreements, leases, and licenses on the premises to be conveyed so that said termination will be effective on or before the closing date, December 31, 1969. Said agreements, leases, and licenses are those set forth in a Schedule of Agreements or Leases dated November 12, 1969, attached hereto as "Exhibit B" and made part hereof.

ARTICLE XII - NOTICES

All notices to be given pursuant to the terms hereof shall be deemed duly given if mailed by U. S. Registered or Certified mail addressed in the case of PENN CENTRAL to William H. Tucker, Vice President-New England, 492 South Station, Boston, Massachusetts, and in the case of MBTA to Leo J. Cusick, General Manager, 150 Causeway Street, Boston, Massachusetts.

ARTICLE XIII - PROVISIONS SURVIVING CLOSING

The provisions of ARTICLES II, IV, VI, VII, VIII, IX, X, and XII shall survive the closing date and the delivery of instruments described in Article IV.

ARTICLE XIV - CONSTRUCTION OF INSTRUMENT

This instrument, executed in duplicate, is to take effect as a sealed instrument, is to be construed as a Massachusetts contract, ~~sets forth the entire contract between the parties,~~ is binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns and may be cancelled, modified or amended only by a written instrument executed by the parties hereto.

IN WITNESS WHEREOF, PENN CENTRAL has caused these presents to be executed in its name and on its behalf by William H. Tucker, its Vice President-New England, thereunto duly authorized, and MBTA has caused these presents to be executed by Leo J. Cusick, its General Manager, thereunto duly authorized, on the day and year hereinbefore written.

MASSACHUSETTS BAY TRANSPORTATION  
AUTHORITY

Approved as to form:

\_\_\_\_\_  
Leo J. Cusick  
General Manager

\_\_\_\_\_  
Edward F. McLaughlin, Jr.  
General Counsel

PENN CENTRAL TRANSPORTATION  
COMPANY

By

Approved as to form:

\_\_\_\_\_  
William H. Tucker  
Vice President - New England

\_\_\_\_\_  
Richard J. Ferriter  
Assistant General Attorney

AGREEMENT made this *21<sup>st</sup>* day of April, 1967, by and between the MASSACHUSETTS BAY TRANSPORTATION AUTHORITY, a body politic and corporate and a political subdivision of The Commonwealth of Massachusetts established under the provisions of Chapter 563 of the Acts of 1964, hereinafter called the "MBTA", and JOHN FITZGERALD KENNEDY LIBRARY INCORPORATED, a nonprofit corporation duly organized and existing under the laws of said Commonwealth, hereinafter called the "Library Corporation";

W I T N E S S E T H

WHEREAS, early in 1965 the MBTA advised the Library Corporation that the MBTA plans to relocate its repair shops, train storage and other facilities now at its Bennett and Eliot Street Yards which are shown as Parcels A, B and D on the attached plan entitled "Suggested Parcels Library Site, Cambridge, Mass.", dated 2/13/67, and which are herein called the "Yards"; and the MBTA has since cooperated with the Library Corporation in the development of plans to make the Yards available for the John Fitzgerald Kennedy Library and the John Fitzgerald Kennedy School of Government (the "School") of Harvard University; and

WHEREAS, the Library, which will house the papers and other historical materials of our late President, will be owned and operated by the United States of America (the "United States"); and

WHEREAS, in October of 1965 a special commission, established pursuant to a resolution of the General Court for the purpose of making an investigation and study relative to a suitable memorial to President Kennedy, recommended that the Commonwealth allocate funds to make possible a gift to the United States of the land on which the Library will stand; and

WHEREAS, pursuant to that recommendation and with MBTA approval, the General Court adopted a special act (chapter 864 of the acts of 1965, herein called the "ACT") authorizing the MBTA to convey to the United States, without consideration, part of the Yards not in excess of 10 acres to provide a site for the Library, and to sell to the Library Corporation at fair market value the remaining part of the Yards, and providing that the Commonwealth shall reimburse the MBTA for the part to be conveyed to the United States; and

WHEREAS, the MBTA retained Field Paul Morgan to appraise the value of the Yards, and his appraisal indicates the fair market value of the Yards to be \$14 per square foot; and

WHEREAS, the Library Corporation made a proposal to the General Services Administration of the United States for the construction and operation of the Library, and by joint resolution the Senate and House of Representatives authorized the Administrator of General Services to accept title (Public Law 89-547, 10 Stat. 370), and the Administrator has approved the arrangements hereinafter set forth;

NOW THEREFORE

In consideration of the premises and One Dollar (\$1.00) each to the other, receipt of which is hereby acknowledged, the parties hereby confirm their mutual agreement that the MBTA will convey fee title to part of the Yards to the United States and fee title to the remainder of the Yards to the Library Corporation, subject to a reserved easement for the MBTA's purposes on the terms, conditions and covenants hereinafter set forth:

1. Conveyance of Parcel A to the United States

Subject to the availability of an appropriation by the Commonwealth and the payment by the Treasurer and Receiver General to the MBTA of \$6,098,400, it being agreed that such amount, or \$14 per square foot, is the fair value of approximately 10 acres, not more, shown as Parcel A on the attached plan of the Yards, the MBTA shall convey to the United States without further consideration the aforesaid 10 acres, and shall grant to the Library Corporation a future interest in part of Parcel A as provided in Section 7.

2. Conveyance of Parcel B to the Library Corporation

The MBTA shall sell and convey to the Library Corporation the 2.04 acres, approximately, shown as Parcel B on said plan of the Yards at the price of \$14 per square foot. The Library Corporation shall pay such price in full by certified or bank cashier's check at the time of delivery of the deed of Parcel B to it.

3. Conveyance of Parcel D to Library Corporation

The MBTA shall determine the position of the power substation now located on Parcel D (approximately 6,060 square feet) shown on said plan of the Year and at the time of delivery of the deed of Parcels A, B, or as soon thereafter as may be practicable, the MBTA shall also sell and convey to the Library Corporation said Parcel at the price of \$14 per square foot. The Library Corporation shall pay such price in full by certified or bank cashier's check at the time of delivery of the deed of Parcel D to

4. The Deeds and Title

The MBTA shall convey said Parcel A by quitclaim deed running to the United States of America, and also to the Library Corporation as grantee of a future interest as provided in Section 7. The MBTA shall convey Parcels B and D by quitclaim deed or deeds running to the Library Corporation. Each such deed shall convey a good clear record and marketable title in fee to the parcel described therein free from encumbrances and defects except those referred to in the title opinion of Messrs. Rackemann, Sawyer & Brewster dated March 16, 1965, and except easements indicated on the Cambridge sewer and water pipe maps of 1931, and shall be satisfactory in form to the United States and to the Library Corporation. The MBTA shall cooperate with the United States and the Library Corporation in any proceedings to register such

title with the Land Court of the Commonwealth of Massachusetts at the Library Corporation's expense.

5. Suitable Memorial

The deed to the United States shall provide that the United States will make arrangements with the Library Corporation to cause a suitable memorial to be placed in a prominent place indicating that the site of the Library was a gift from the people of the Commonwealth.

6. Time for Delivery of Deeds

The deeds shall be delivered at such time or times, which shall be as soon as practicable, as the MBTA may designate by 30 days' prior written notice to the Library Corporation given after the appropriation by the Commonwealth referred to in paragraph 1 above, such delivery to be made in any event no later than 120 days after such appropriation, provided that it remains available, at the Middlesex South District Registry of Deeds, unless otherwise agreed upon in writing.

7. Acquisition of Additional Land by the Library Corporation

The plans for the development of the site, including the location of buildings for the Library and for the School, any related facilities, buildings and streets, are not as yet definite. Accordingly, after the delivery of the deeds referred to in paragraph 6 and the further development of such plans, it is expected that it will be necessary to adjust the metes and bounds of the part of the Yards to be owned by the United States and of the remaining part to be owned by the Library Corporation.

In order to provide for any such adjustment involving a

part of Parcel A and to make it unnecessary for the United States to deliver a deed of such part to the Library Corporation, the MBTA deed of Parcel A to the United States shall also name the Library Corporation as the grantee of a future interest in Additional Land (as hereinafter defined), title to which shall vest in the Library Corporation as hereinafter provided. Said deed shall provide that promptly after each notice given by the Library Corporation of the Additional Land it wishes, the exact metes and bounds of the part of the Yards thereafter to be owned by the United States and of the remaining part to be owned by the Library Corporation shall be agreed upon by the MBTA and by the United States acting by and through the Administrator of General Services. The Library Corporation's right to acquire Additional Land shall be subject, however, to the condition that the United States shall have paid the Commonwealth \$14 per square foot for such Additional Land.

The fee title to such Additional Land shall automatically vest in the Library Corporation upon filing in the Middlesex South District Registry of Deeds of a certificate which (a) shall set forth the exact metes and bounds of the part of the Yards thereafter to be owned by the United States and the exact metes and bounds of the remaining part of the Yards to be owned by the Library Corporation, (b) shall state the area in square feet of the Additional Land so to be required by the Library Corporation, and (c) shall be executed on behalf of the MBTA by properly authorized officers and by the Administrator of

General Services to evidence their mutual agreement upon said exact metes and bounds and by the Treasurer and Receiver General of the Commonwealth to evidence receipt by the Commonwealth from the Library Corporation of \$14 per square foot for the Additional Land so acquired by the Library Corporation.

The term Additional Land shall mean land within Parcel A acquired by the Library Corporation as the result of the filing of one or more of the certificates referred to in the preceding paragraph; provided, however, that the total area of Additional Land shall not exceed three acres plus an area equal to any part of Parcel B which may have been conveyed by the Library Corporation to the United States.

#### 8. Confirmatory Deeds

Upon request by the United States or by the Library Corporation made after the filing of a certificate as to the exact metes and bounds of the part of the Yards to be owned by the United States and of the part to be owned by the Library Corporation, as contemplated by Section 7 hereof, the MBTA shall execute and deliver to the United States and to the Library Corporation quitclaim deeds to confirm in the United States the fee title to the part of Parcel A to be owned by it and to confirm in the Library Corporation the fee title to the part of Parcel A to be owned by it.

9. Reserved Easement

The deeds shall reserve to the MBTA an easement to use, without interference with the MBTA operations, the existing tracks and facilities, and any additions or alterations thereto, at the Yards for such period as the MBTA may require, but in no event after the Termination Date referred to below. The MBTA shall exercise its best efforts to relocate such tracks and facilities, to vacate the Yards and to deliver full possession thereof, free of all tenants and occupants, to the United States and to the Library Corporation as soon as practicable, and in any event by January 1, 1970, provided, however, that if the MBTA shall be unable to move prior to said date, then said date may be postponed by mutual agreement (January 1, 1970, or such postponed date if there be one, being herein called the "Termination Date").

10. Removal of Facilities

The MBTA shall remove all of the tracks, structures and other facilities at the Yards, excluding any facilities or debris which the Library Corporation may in writing permit be left at the Yards, and the MBTA shall furnish to the Library Corporation and rough grade at the Yards 102,000 cubic yards of suitable fill or such lesser amount of fill as the Library Corporation may request, all at the MBTA's expense. The MBTA shall complete such removal and filling as soon as practicable, and in any event by the Termination Date.

11. Indemnity.

The deeds shall provide that the MBTA shall indemnify the United States and the Library Corporation and hold each harmless against any loss, cost, damage, or expense whatsoever which either may incur or suffer by reason of public liability or taxes, if any, or by any other reason, if such loss, cost, damage, or expense is based upon or results from the ownership, use or occupancy of the Yards prior to the time the full possession thereof shall have been delivered to the United States and to the Library Corporation.

12. Cooperation

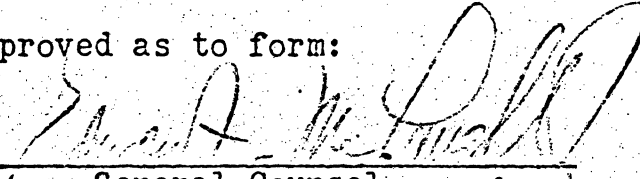
The MBTA shall continue to cooperate with the Library Corporation and with the United States in arranging for the transfers of the title to the Yards as contemplated by the Act and hereby, and the MBTA shall take such action and execute and deliver such instruments as may be necessary or appropriate to effect such transfers and to carry out the other provisions of this agreement.

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

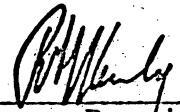
MASSACHUSETTS BAY TRANSPORTATION  
AUTHORITY

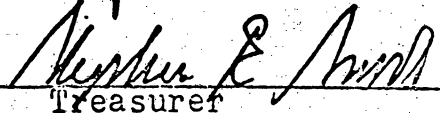
By   
General Manager

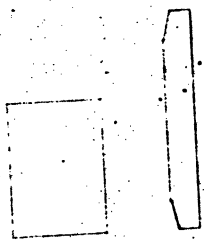
Approved as to form:

By   
General Counsel

JOHN FITZGERALD KENNEDY LIBRARY  
INCORPORATED

By   
President

and  
By   
Treasurer



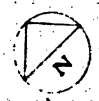
Parcel C - 772.8 sq.ft. approx.

Parcel D - 0.14 approx.  
- 6,060 s.f. ±

Parcel B - 2.04 acres approx.  
- 89,075 s.f. ±

Parcel A - 10.00 acres approx.  
- 435,600 s.f. ±

M E M O R I A L  
D R I V E



AMENDING AGREEMENT NO. 1 TO M.B.T.A.  
CONTRACT DATED NOVEMBER 21, 1969 BETWEEN  
MASSACHUSETTS BAY TRANSPORTATION AUTHORITY  
AND PENN CENTRAL TRANSPORTATION COMPANY  
REGARDING THE PURCHASE AND SALE OF PROPERTY  
KNOWN AS "DOVER STREET YARDS"

THIS AMENDING AGREEMENT NO. 1 made this 29th day of December, 1969, shall be made a part of the contract dated November 21, 1969, between the MASSACHUSETTS BAY TRANSPORTATION AUTHORITY, a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts, established under the provisions of Chapter 161A of the General Laws, as inserted therein by Section 18 of Chapter 563 of the Acts of 1964, as amended, and in accordance with the provisions of Chapter 723 of the Acts of 1965, hereinafter referred to as MBTA, and PENN CENTRAL TRANSPORTATION COMPANY, a corporation duly established under the laws of the Commonwealth of Pennsylvania, hereinafter referred to as PENN CENTRAL, for the purchase and sale of property known as "Dover Street Yards."

WITNESSETH:

The parties hereto agree each with the other, their respective successors and assigns, that all provisions of the basic contract shall apply except as modified under the following provision:

PROVISION I

That Article IV paragraph 3),

"An agreement in form and substance satisfactory to counsel for MBTA, dated December 31, 1969 granting to MBTA the right of first preference

to purchase other real property of PENN CENTRAL indicated in cross-hatched yellow on the plan attached to this agreement marked "Exhibit A" and made part hereof. The right so granted shall be applicable for a period of five (5) years from the date thereof and PENN CENTRAL agrees that if any of the parcels are to be sold within that period that it will give a sixty (60) day written notice to MBTA of its intention to sell. MBTA on or before the expiration of the sixty (60) days from date of said notice must advise PENN CENTRAL in writing that it desires or does not desire to purchase the parcel or parcels so noticed. The price to be paid for said parcel or parcels shall be based upon fair market value appraisals to be made within the sixty (60) day period after said notice is given."

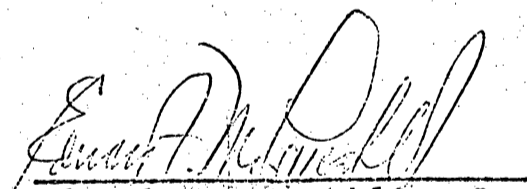
be eliminated from the basic contract.

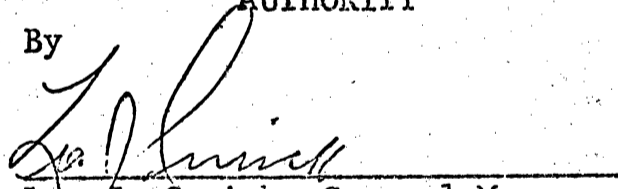
IN WITNESS WHEREOF, PENN CENTRAL has caused these presents to be executed in its name and on its behalf by William H. Tucker, its Vice President-New England, thereunto duly authorized, and MBTA has caused these presents to be executed by Leo J. Cusick, General Manager, thereunto duly authorized, on the day and year hereinbefore written.

Approved as to form:

MASSACHUSETTS BAY TRANSPORTATION  
AUTHORITY

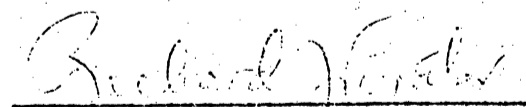
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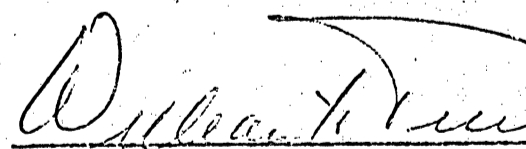
  
Edward F. McLaughlin, Jr.  
General Counsel

  
Leo J. Cusick, General Manager

Approved as to form:

PENN CENTRAL TRANSPORTATION COMPANY

  
Richard J. Ferriter  
Assistant General Attorney

  
William H. Tucker  
Vice President-New England

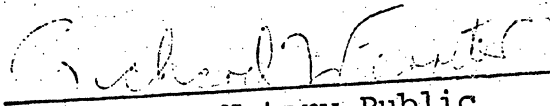
COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

December 29, 1969

Then personally appeared the above-named Leo J. Cusick, General Manager, and acknowledged the foregoing Purchase and Sales Agreement and its Amendment to be the free act and deed of the Massachusetts Bay Transportation Authority.

Before me,



Notary Public

My Commission Expires:

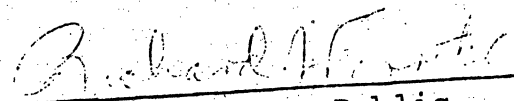
COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

December 29, 1969

Then personally appeared the above-named William H. Tucker, Vice President-New England, and acknowledged the foregoing Purchase and Sales Agreement and its Amendment to be the free act and deed of the Penn Central Transportation Company.

Before me,



Notary Public

My Commission Expires:

KNOW ALL MEN BY THESE PRESENTS

That PENN CENTRAL TRANSPORTATION COMPANY, a Corporation of the Commonwealth of Pennsylvania, having an office or place of business at Six Penn Center Plaza, Philadelphia, Pennsylvania, 19104, hereinafter referred to as the Grantor, for consideration paid, does hereby grant and release to MASSACHUSETTS BAY TRANSPORTATION AUTHORITY, a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts, established under the provisions of Chapter 161A of the General Laws, as inserted therein by Section 18 of Chapter 563 of the Acts of 1964, having its usual place of business at 150 Causeway Street, Boston, Massachusetts, 02114, and in accordance with the provisions of Chapter 723 of the Acts of 1965, hereinafter referred to as the Grantee, all its right, title and interest of, in and to a certain parcel of land with buildings thereon, situated in that part of the City of Boston, known as South Boston, County of Suffolk, Commonwealth of Massachusetts, more particularly bounded and described as follows:

Beginning at a point on the westerly side of Dorchester Avenue where the southerly side of West Fourth Street intersects said westerly side of Dorchester Avenue;

Thence running  $S1^{\circ}-06'-24''E$ , nine hundred-twenty nine and  $39/100$  feet (929.39) along the westerly side of Dorchester Avenue to a point;

Thence turning and running  $S40^{\circ}-56'-51''W$  seven hundred-eleven and  $15/100$  feet (711.15) along the northwesterly sideline of the Penn Central R.R. Dorchester Branch to a point;

Thence turning and running along a curve to the left of radius twenty nine hundred-six and  $18/100$  feet (2906.18), two hundred-sixty two and  $36/100$  feet (262.36) along said northwesterly sideline of the railroad to a point;

Thence turning and running  $N05^{\circ}-07'-17''W$ , one hundred-ninety six and  $14/100$  feet (196.14) along land of MBTA to a point;

Thence turning and running  $N02^{\circ}-22'-14''W$ , seventeen hundred-eighty two and  $06/100$  feet (1782.06) along said land of MBTA to a point;

Thence turning and running  $S71^{\circ}-24'-36''E$ , three hundred-forty two and  $94/100$  feet (342.94) along said land of MBTA to a point;

Thence turning and running  $N1^{\circ}-12'-49''W$ , fifty eight and  $91/100$  feet (58.91) along said land of MBTA to a point;

Thence turning and running along a curve to the right of radius four hundred-twenty four and  $44/100$  feet (424.44'), one hundred forty seven and  $08/100$  feet (147.08), along said land of MBTA to a point;

Thence turning and running  $N18^{\circ}-38'-26''E$ , two hundred three and  $85/100$  feet (203.85') along said land of MBTA to a point;

Thence turning and running along a curve to the right of radius ten hundred-thirty six and  $13/100$  feet (1036.13) one hundred-thirty seven and  $34/100$  feet (137.34) along said land of MBTA to a point;

Thence turning and running N26°-14'-07"E, thirty two and 41/100 feet (32.41) along said land of MBTA to a point;

Thence turning and running S44°-43'-13"E, fifty six and 94/100 feet (56.94') along said land of MBTA to a point of intersection @ the westerly side of Foundry Street;

Thence turning and running S18°-38'-39"W, five hundred forty six and 91/100 feet (546.91') along the westerly side of Foundry Street to a point;

Thence running S18°-38'-39"W, sixty and 00/100 feet (60.00) along land of Penn Central R. R. to a point;

Thence turning and running S71°-24'-36"E, fifty four and 28/100 feet (54.28') along said land of Penn Central R. R. to a point on the southerly side of West Fourth Street;

Thence turning and running S70°-48'-09"E, three hundred ninety six and 57/100 feet (396.57) along the southerly side of West Fourth Street to the westerly side of Dorchester Avenue and the point of beginning.

Containing 1,011,080 square feet and shown as Parcel A on a "Plan of Land of Penn Central Property Dover Street Yards" by Somerville Engineering, Inc., dated December 22, 1969.

Subject to a 10" steam line easement by the Boston Edison Company as shown on said plan, subject to a sewer easement by the City of Boston as shown on said plan.

Subject to the rights of the City of Boston to maintain the bridge with its supports as at present constructed or as said bridge with its supports have been approved by the Board of Railroad Commissioners.

A certain parcel of land situated in that part of the City of Boston known as South Boston, County of Suffolk, Commonwealth of Massachusetts, more particularly bounded and described as follows:

Beginning at a point on the easterly side of Foundry Street, said point being forty one and 39/100 feet (41.39) and bearing  $N18^{\circ}-38'-39''E$  along said easterly side of Foundry Street from the northerly side of Broadway;

Thence running  $N18^{\circ}-38'-39''E$ , eighteen and 42/100 feet (18.42) along said easterly side of Foundry Street to a point;

Thence turning and running  $N23^{\circ}-54'-46''E$ , ninety-five and 71/100 feet (95.71) along said easterly side of Foundry Street to a point;

Thence turning and running  $S66^{\circ}-16'-31''E$ , eight and 79/100 feet (8.79) by land of Penn Central to a point;

Thence turning and running  $S23^{\circ}-43'-29''W$ , nine and 52/100 feet (9.52) by land of Penn Central to a point;

Thence turning and running  $S20^{\circ}-48'-31''E$ , thirty and 50/100 feet (30.50) by land of Penn Central to a point;

Thence turning and running  $S24^{\circ}-07'-31''E$ , thirty five and 00/100 feet (35.00) by land of Penn Central to a point;

Thence turning and running  $S24^{\circ}-48'-31''E$ , ninety-nine and 36/100 feet (99.36) by land of Penn Central to a point;

Thence turning and running  $S88^{\circ}-38'-29''W$ , fifty six and 94/100 feet (56.94) by land of City of Boston to a point;

Thence turning and running  $N44^{\circ}-45'-51''W$ , eighty three and 52/100 feet (83.52) to the easterly side of Foundry Street and the point of beginning.

Containing 8,970 square feet more or less and shown as Parcel B on a "Plan of Land of Penn Central Property Dover Street Yards" by Somerville Engineering, Inc., dated December 22, 1969,

Subject to a twelve foot passageway as shown on said plan,

Subject to an easement by the Boston Transit Commission as shown on said plan.

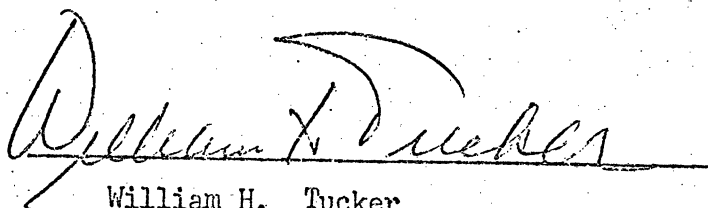
RESERVING, however, unto the said Grantor, for a period of one (1) year from the date hereof, the right and privilege to occupy the premises hereinbefore described without payment of rent; it being expressly understood and agreed that the right hereby reserved is intended to permit the Grantor, without interference with or interruption of the maintenance and operation of its railroad services, to use the existing facilities on the premises hereinbefore described for a period of no more than one (1) year from the date hereof; provided, however, that the Grantee, its agents and employees may enter upon the premises at reasonable times for the purpose of inspecting, surveying, making soil investigations and for planning facilities.

THE words "Grantor" and "Grantee" used herein shall be construed as if they read "Grantors" and "Grantees", respectively, whenever the sense of this indenture so requires and whether singular or plural, such words shall be deemed to include in all cases the heirs or successors and assigns of the respective parties.

CONSIDERATION for this conveyance is Seven Million Dollars (\$7,000,000).

IN WITNESS WHEREOF, the said PENN CENTRAL TRANSPORTATION COMPANY has caused its corporate seal to be hereto affixed and these presents to be executed in its name and on its behalf by William H. Tucker, Vice President-New England, thereunto duly authorized this 29th day of December, 1969.

PENN CENTRAL TRANSPORTATION COMPANY  
By:

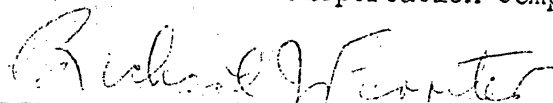
  
William H. Tucker  
Vice President-New England

Commonwealth of Massachusetts

Suffolk s.s.

December 29, 1969

Then personally appeared before me the above named W. H. Tucker, Vice-President New England, and acknowledged the foregoing deed to be the free act and deed of Penn Central Transportation Company.

  
Richard J. Ferriter Notary Public

My commission expires November 26, 1976.

PENN CENTRAL TRANSPORTATION COMPANY  
Office of the Secretary  
General Office, Philadelphia

I HEREBY CERTIFY that the following is a true and correct copy, from the minutes, of action taken at a meeting of the Board of Directors of PENN CENTRAL TRANSPORTATION COMPANY, held on November 26th, 1969, at which a quorum was present and acting throughout and that the said action has not been modified, amended or rescinded and is still in full force and effect:

RESOLVED that the Board approves and authorizes the sale, for not less than \$7,000,000., of four irregular shaped parcels of land, with improvements, in Boston, Suffolk County, Massachusetts, the first fronting about 925 feet on the west line of Dorchester Avenue and about 430 feet on the south line of West Fourth Street, containing 620,500 square feet, the second adjoining said parcel on the west, containing 378,000 square feet, the third adjoining said last mentioned parcel on the northeast and fronting about 550 feet on the west line of Foundry Street, containing 32,300 square feet, and the fourth fronting about 100 feet on the east line of Foundry Street about 38 feet north of Broadway, containing 9,100 square feet; the aforesaid areas being approximate and subject to any change that a survey or revised calculation may determine.

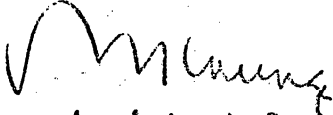
RESOLVED that, the said land forming no part of the main track or of the right of way of any railroad of this Company, or of any railroad leased to it, and not being required to preserve the continuity thereof, nor necessary or useful in the performance of its duty to the public, and it not being necessary or expedient, in the opinion of the officers of this Company, or of this Board, to retain the same for the operation, maintenance or use of any line of railroad or leaseholds of this Company, or of any Lessor Company, or for use in their business, either present or prospective, the Chairman of the Board, the President, any Vice President or any Assistant Vice President - Real Estate is authorized, in his discretion, to execute all papers necessary in connection therewith.

RESOLVED that the Trustees under the mortgages, if any, affecting the said land, are hereby requested to release the same from the lien of such mortgages.

RESOLVED that, if released, the proceeds of the sale of the said land be applied in accordance with the provisions of such mortgages.

ATTEST:

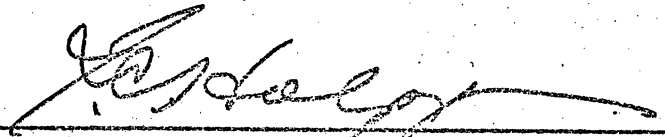
CORPORATE SEAL

  
Assistant Secretary

December 16, 1969

PENN CENTRAL TRANSPORTATION COMPANY  
Office of the Secretary  
General Office, Philadelphia

I. G. C. Holpp, Assistant Secretary of Penn Central Transportation Company, and, as such, in charge of the records thereof, do hereby certify that William H. Tucker was, on December 29, 1969, an officer of the said Penn Central Transportation Company, to wit: Vice President-New England, and is authorized to enter into and execute, in the name of the above Company, under its corporate seal or otherwise, the conveyance of the so-called Dover Street yards in Boston, Massachusetts, by an instrument dated December 29, 1969, to the Massachusetts Bay Transportation Authority.



---

Assistant Secretary  
Penn Central Transportation Company

MASSACHUSETTS BAY TRANSPORTATION AUTHORITY

Order of Taking M.B.T.A. 42  
City of Boston  
County of Suffolk

VOTED: The Board of Directors of the Massachusetts Bay Transportation Authority, a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts established by General Laws, Chapter 161A, deems it necessary for the purpose of providing and extending mass transportation facilities for public use and for the purpose of performing such other work as may be necessary in connection therewith, under the power granted to the Authority by General Laws, Chapter 161A, Section 3(o), and in accordance with the provisions of General Laws, Chapter 79, to take for and on behalf of the said Authority the parcels of land or interests in land in the City of Boston, Suffolk County, said Commonwealth, as shown on Massachusetts Bay Transportation Authority Plan entitled "Dover Street Yards, Project Y-S-013, Eminent Domain Taking, Boston, (Suffolk County), Massachusetts," dated December 22, 1969, and approved by R. J. Dempsey, Project Manager, a copy of which plan is to be recorded herewith in the Registry of Deeds for Suffolk County, being more particularly bounded and described as follows:

The following parcel shown on said plan as Parcel S-8 is taken in fee simple, together with all trees and structures thereon, said parcel being more fully described as follows:

Beginning at a point on the westerly side of Dorchester Ave. where the Southerly side of West Fourth Street intersects said westerly side of Dorchester Ave.; thence running  $S1^{\circ}-06'-24''$  E, nine hundred twenty-nine and  $39/100$  feet (929.39) along the westerly side of Dorchester Ave. to a point; thence turning and running  $S40^{\circ}-56'-51''$  W seven hundred eleven and  $15/100$  feet (711.15) along the northwesterly sideline of the Penn Central R.R. Dorchester Branch to a point; thence turning and running along a curve to the left of radius twenty-nine hundred six and  $18/100$  feet (2906.18), two hundred sixty-two and  $36/100$  feet (262.36) along said northwesterly sideline of the railroad to a point; thence turning and running  $N05^{\circ}-07'-17''$  W, one hundred ninety-six and  $14/100$  feet (196.14) along land of MBTA to a point; thence turning and running  $N02^{\circ}-22'-14''$  W, seventeen hundred eighty-two and  $06/100$  (1782.06) along said land of MBTA to a point; thence turning and running  $S71^{\circ}-24'-36''$  E, three hundred forty-two and  $94/100$  feet (342.94) along said land of MBTA to a point; thence

turning and running  $N1^{\circ}-12'-49''W$ , fifty-eight and  $91/100$  feet (58.91) along said land of MBTA to a point; thence turning and running along a curve to the right of radius four hundred twenty-four and  $44/100$  feet (424.44'), one hundred forty-seven and  $08/100$  feet (147.08), along said land of MBTA to a point; thence turning and running  $N18^{\circ}-38'-26''E$ , two hundred three and  $85/100$  feet (203.85') along said land of MBTA to a point; thence turning and running along a curve to the right of radius ten hundred thirty-six and  $13/100$  feet (1036.13) one hundred thirty-seven and  $34/100$  feet (137.34) along said land of MBTA to a point; thence turning and running  $N26^{\circ}-14'-07''E$ , thirty-two and  $41/100$  feet (32.41) along said land of MBTA to a point; thence turning and running  $S44^{\circ}-43'-13''E$ , fifty-six and  $94/100$  feet (56.94') along said land of MBTA to a point of intersection at the westerly side of Foundry Street; thence turning and running  $S18^{\circ}-38'-39''W$ , five hundred forty-six and  $91/100$  feet (546.91') along the westerly side of Foundry Street to a point; thence running  $S18^{\circ}-38'-39''W$ , sixty and  $00/100$  feet (60.00) along land of Penn Central R.R. to a point; thence turning and running  $S71^{\circ}-24'-36''E$ , fifty-four and  $28/100$  feet (54.28') along said land of Penn Central R.R. to a point on the southerly side of West Fourth Street; thence

turning and running  $S70^{\circ}-48'-09''E$ , three hundred ninety-six and 57/100 feet (396.57) along the southerly side of West Fourth Street to the westerly side of Dorchester Ave. and the point of beginning. Containing 1,011,080 square feet and shown as Parcel A on a "Plan of Land of Penn Central Property, Dover Street Yards" by Som. Eng., Inc. dated December 22, 1969. Subject to a 10" steam line easement by the Boston Edison Company as shown on said plan. Subject to a sewer easement by the City of Boston as shown on said plan. Subject to the right of the City of Boston to maintain the bridge with its supports as at present constructed or as said bridge with its supports as approved by the Board of Railroad Commissioners may at a time hereafter, be constructed over the same.

The following parcel shown on said plan as Parcel S-9 is taken in fee simple, together with all trees and structures thereon, said parcel being more fully described as follows:

Beginning at a point on the easterly side of Foundry Street said point being forty-one and 39/100 feet (41.39) and bearing  $N18^{\circ}-38'-39''E$  along said easterly side of Foundry Street from the northerly side of Broadway; thence running  $N18^{\circ}-38'-39''E$ , eighteen and 42/100 ft. (18.42) along said easterly side of

Foundry Street to a point; thence turning and running  $N23^{\circ}-54'-46''$  E, ninety-five and 71/100 feet (95.71) along said easterly side of Foundry Street to a point; thence turning and running  $S66^{\circ}-16'-31''$ E, eight and 79/100 feet (8.79) by land of Penn Central to a point; thence turning and running  $S23^{\circ}-43'-29''$ W, nine and 52/100 feet (9.52) by land of Penn Central to a point; thence turning and running  $S20^{\circ}-48'-31''$ E, thirty and 50/100 feet (30.50) by land of Penn Central to a point; thence turning and running  $S24^{\circ}-07'-31''$ E, thirty-five and 00/100 feet (35.00) by land of Penn Central to a point; thence turning and running  $S24^{\circ}-48'-31''$ E, ninety-nine and 36/100 feet (99.36) by land of Penn Central to a point; thence turning and running  $S88^{\circ}-38'-29''$ W, fifty-six and 94/100 feet (56.94) by land of City of Boston to a point; thence turning and running  $N44^{\circ}-45'-51''$ W, eighty-three and 52/100 feet (83.52) to the easterly side of Foundry Street and the point of beginning. Containing 8,970 square feet more or less and shown as Parcel B on the Plan. Subject to a twelve (12) foot passageway as shown on said plan. Subject to an easement by the Boston Transit Commission as shown on said plan.

For damages sustained by persons in their property by reason of the aforesaid takings, the following awards are made:

<u>PARCEL NO.</u>	<u>SUPPOSED OWNER</u>	<u>AREA SQ. FT.</u>	<u>AWARD</u>
S-8	Owners Unknown	1,011,080	No Damages
S-9	Owners Unknown	8,970	No Damages

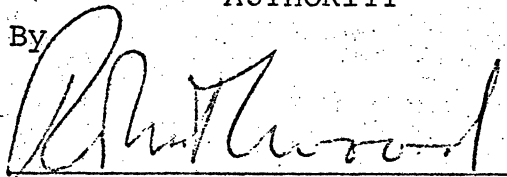
WHEREFORE, VOTED: That the above-described parcels or interests in land be, and they hereby are, taken by the Board of Directors on behalf of the Massachusetts Bay Transportation Authority for the purposes set forth, under the power granted to the said Authority by General Laws, Chapter 161A, Section 3(o), and under General Laws, Chapter 79, and by virtue of every other power said Massachusetts Bay Transportation Authority hereto enabling.

NOW, THEREFORE, the Board of Directors of the Massachusetts Bay Transportation Authority, having first complied with all the preliminary requirements prescribed by law, in accordance with the foregoing vote, and pursuant to the power granted to the Authority by General Laws, Chapter 161A, Section 3(o), and under General Laws, Chapter 79, herein referred to, hereby certifies that, under and by virtue of every other power enabling, the above-named parcels or interests in land are taken on behalf of the Massachusetts Bay Transportation Authority.

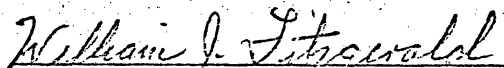
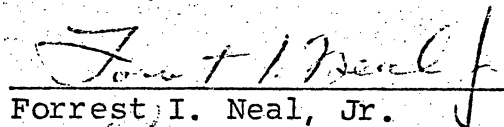
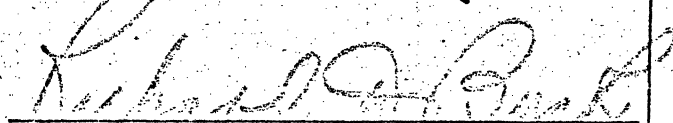
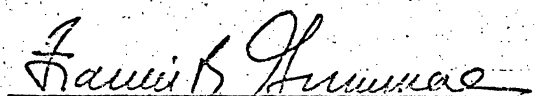
IN WITNESS WHEREOF, WE, the undersigned Directors of  
the Massachusetts Bay Transportation Authority, hereto set our  
hands this 31st day of December in the year  
nineteen hundred and sixty-nine.

MASSACHUSETTS BAY TRANSPORTATION  
AUTHORITY

By



Robert C. Wood, Chairman

  
\_\_\_\_\_  
William J. Fitzgerald  
\_\_\_\_\_  
Forrest I. Neal, Jr.  
\_\_\_\_\_  
Richard D. Buck  
\_\_\_\_\_  
Francis B. Gummere

Board of Directors of the Massa-  
chusetts Bay Transportation  
Authority

E A S E M E N T

MASSACHUSETTS BAY TRANSPORTATION AUTHORITY, a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts, established by Chapter 161A of the General Laws with the usual place of business in Boston for CONSIDERATION PAID grants to PENN CENTRAL TRANSPORTATION COMPANY, a duly organized corporation under the laws of the Commonwealth of Pennsylvania, having its usual place of business in Philadelphia, Pennsylvania, and its successors and assigns, a permanent easement for railroad purposes over a parcel of land in Boston, Massachusetts, formerly part of the Old Colony Main Line of the New York, New Haven and Hartford Railroad, which was conveyed to the Massachusetts Bay Transportation Authority by a deed dated October 18, 1965 and recorded in the Suffolk Registry of Deeds, Book 7993, Page 230, bounded and described as follows:

Beginning at a point in the westerly line of the Grantor, being the division line between land of the Grantor and land of the Grantee, and in the southeasterly line of the Fort Point Channel. Thence running  $N57^{\circ}-47'-37''E$ , seventy-six and  $28/100$  feet (76.28) along said southeasterly line of the Fort Point channel to a point 3. Thence turning and running  $S26^{\circ}-09'-59''W$  eight hundred five and  $69/100$  feet (805.69') by land of said Grantor to a point. Thence turning and running along a curve to the left of radius nine hundred eighty-seven and  $14/100$  feet (987.14'), three hundred forty-three and  $03/100$  feet (343.03) by land of said Grantor to a point; thence turning and running  $S00^{\circ}-55'-14''W$  eight hundred ninety-one and  $23/100$  feet (891.23)

The consideration for this easement is included in the consideration for deed of the Penn Central Transportation Company to the Massachusetts Bay Transportation Authority of even date herewith recorded, therefore, no excise stamps are required.

Address of the grantee is Six Penn Central Plaza, Philadelphia, Pennsylvania.

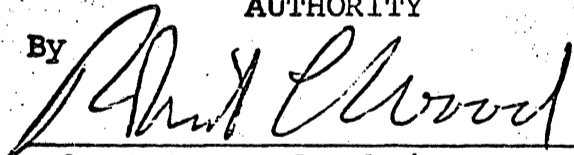
by land of said Grantor to a point; thence turning and running N02°-22'-14"W seven hundred forty-one and 69/100 feet (741.69') by land of said Grantee to a point; thence turning and running along a curve to the right of radius ten hundred twenty-seven and 14/100 feet (1027.14') five hundred eleven and 58/100 feet (511.58') by land of said Grantee to a point; thence turning and running N26°-09'-59"E seven hundred forty and 74/100 feet (740.74') to a point of beginning, being shown as Parcel S-10 on a plan entitled "Dover Street Yards, Project Y.S.-013, Eminent Domain Taking, Boston, Suffolk County," dated December 22, 1969, and approved by R. J. Dempsey, Project Manager, containing 65,250 square feet<sup>±</sup>.

In the event that the Penn Central Transportation Company ceases to use the property subject to said easement for railroad purposes, said property shall revert to the Grantor.

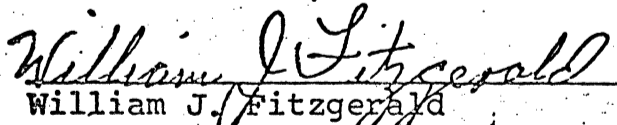
IN WITNESS WHEREOF the said MASSACHUSETTS BAY TRANSPORTATION AUTHORITY has caused these presents to be signed by its Directors thereunto duly authorized and its seal hereunto affixed this 31st day of December, 1969.

MASSACHUSETTS BAY TRANSPORTATION  
AUTHORITY

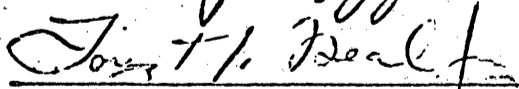
By



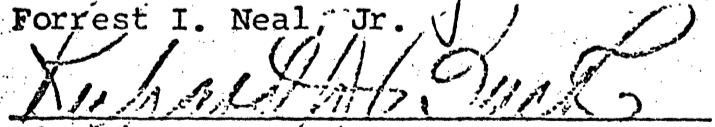
Robert C. Wood, Chairman



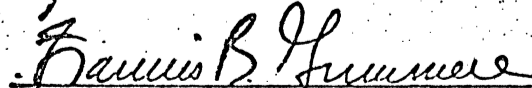
William J. Fitzgerald



Forrest I. Neal, Jr.



Richard D. Buck



Francis B. Gummere

Board of Directors

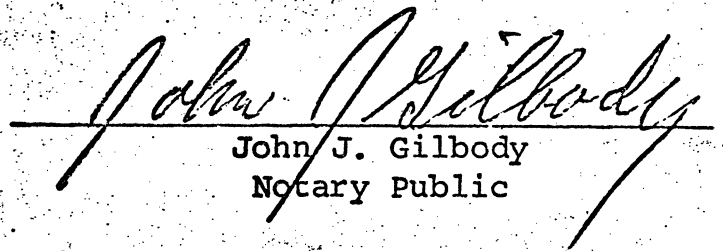
COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

December 31, 1969

Then personally appeared the above-named Robert C. Wood,  
Chairman, and acknowledged the above to be the free act and deed  
of the Massachusetts Bay Transportation Authority,

Before me,

  
John J. Gilbody  
Notary Public

My Commission Expires: February 21, 1971



MASSACHUSETTS  
BAY  
TRANSPORTATION  
AUTHORITY

Board of Directors  
150 Causeway Street, Boston, Mass. 02114

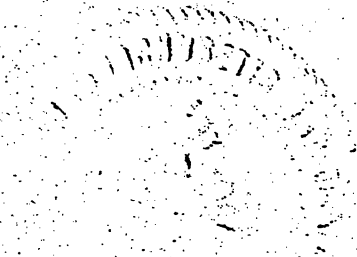
I, Shirley M. Frattasio, Acting Recording Secretary of the Board of Directors of the Massachusetts Bay Transportation Authority, hereby certify that, at a Meeting of the Board of Directors of the Massachusetts Bay Transportation Authority, acting under the provisions of Chapter 161A of the General Laws, inserted therein by Section 18 of Chapter 563 of the Acts of 1964, duly called and held on the Thirty-first day of December 1969, at which all the members were present, the following Vote was adopted:

VOTED: That the Board of Directors be, and hereby is, authorized in the name and behalf of the Massachusetts Bay Transportation Authority to grant to the Penn Central Transportation Company in the form presented to this Meeting a permanent easement for railroad purposes over a parcel of land in Boston, Massachusetts, containing approximately 65,250 square feet, formerly a part of the Old Colony Main Line of the New York, New Haven & Hartford Railroad, which was conveyed to the Massachusetts Bay Transportation Authority by a deed dated October 18, 1965, and recorded in Suffolk Registry of Deeds, Book 7993, Page 230; said parcel of land being approximately forty feet (40') wide and two thousand feet (2,000') long which will serve as a right of way from the Penn Central yards to the railroad bridge over the Fort Point Channel into the South Station yards and which easement abuts the present railroad yards of the Penn Central Transportation Company and land of the Authority; said grant of easement being provided for in the Agreement dated November 21, 1969, between the Authority and the Penn Central Transportation Company providing for purchase by the Authority of the Dover Street Yards, so-called, authorized by Vote of the Board of Directors adopted November 21, 1969; said grant of easement to provide that in the event the Penn Central Transportation Company ceases

to use the property subject to said easement for railroad purposes, said property shall revert to the grantor.

A true copy.

Attest: December 31, 1969



Shirley M. Frattasio  
Acting Recording Secretary  
Board of Directors of the  
Massachusetts Bay Transportation Authority



# CITY OF CAMBRIDGE

CAMBRIDGE, MASSACHUSETTS 02139  
Tel. 876-6800

## EXECUTIVE DEPARTMENT

James L. Sullivan  
City Manager

John H. Corcoran  
Assistant City Manager

February 9, 1970

To the Honorable, the City Council:

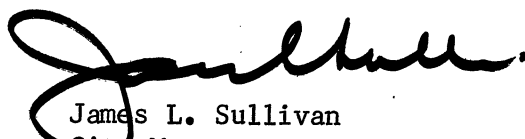
In accordance with order of the City Council dated December 29, 1969, I transmit herewith at this time the following documents relating to the use of the Bennett-Eliot Yards for the John F. Kennedy Memorial Library -

1. Agreement to convey the yards to the John Fitzgerald Kennedy Library, Incorporated, and to the United States Government.
2. Deed to John Fitzgerald Kennedy Library, Incorporated.
3. Deed to the United States Government.

Also enclosed are documents relating to the acquisition by the Massachusetts Bay Transportation Authority of the Dover Street Yards, as follows:

1. Purchase and Sale Agreement with Amending Agreement.
2. Memorandum of Understanding between the Massachusetts Bay Transportation Authority and the City of Boston.
3. Deed.
4. Order of Taking.
5. Easement of Authority to Penn Central Company.

Very truly yours,

  
James L. Sullivan  
City Manager

JLS/eb

COMMUNICATION  
from the City Manager ~~trans~~

~~with the following information~~

pursuant to City Council order of Dec. 29, 1960 relative to forwarding copies of certain documents relating to the use of the Bennett-Eliot Yards for the John F. Kennedy Memorial Library.

February 9, 1970