



MEMO

03/6/2020

To: The Cambridge Redevelopment Authority (CRA) Board
From: Alexandra Levering, Project Manager
RE: Lobby Modification Proposal – The Marriott Cambridge, 50 Broadway

OVERVIEW

On March 4th, the CRA Design Review Committee met to consider a proposal by The Marriott hotel to modify their lobby, adjacent to the CRA's public pedestrian easement, to improve heating and cooling capability in their lobby seating area. Marriott General Manager, Cathleen Wardley and Marriott Director of Engineering, Kevin Alarie attended the on-site meeting, along with staff from Boston Properties, to discuss details of their proposal. Their request involves the installation of a glass wall between the east side of the public corridor and the lobby. Two sets of swing doors will be installed on the north and south ends of the corridor to provide access in and out of the lobby space. A new automatic sliding door will replace the existing swing doors on the northern end of the corridor close to Broadway. For design details, please refer to the attached concept plan and renderings.

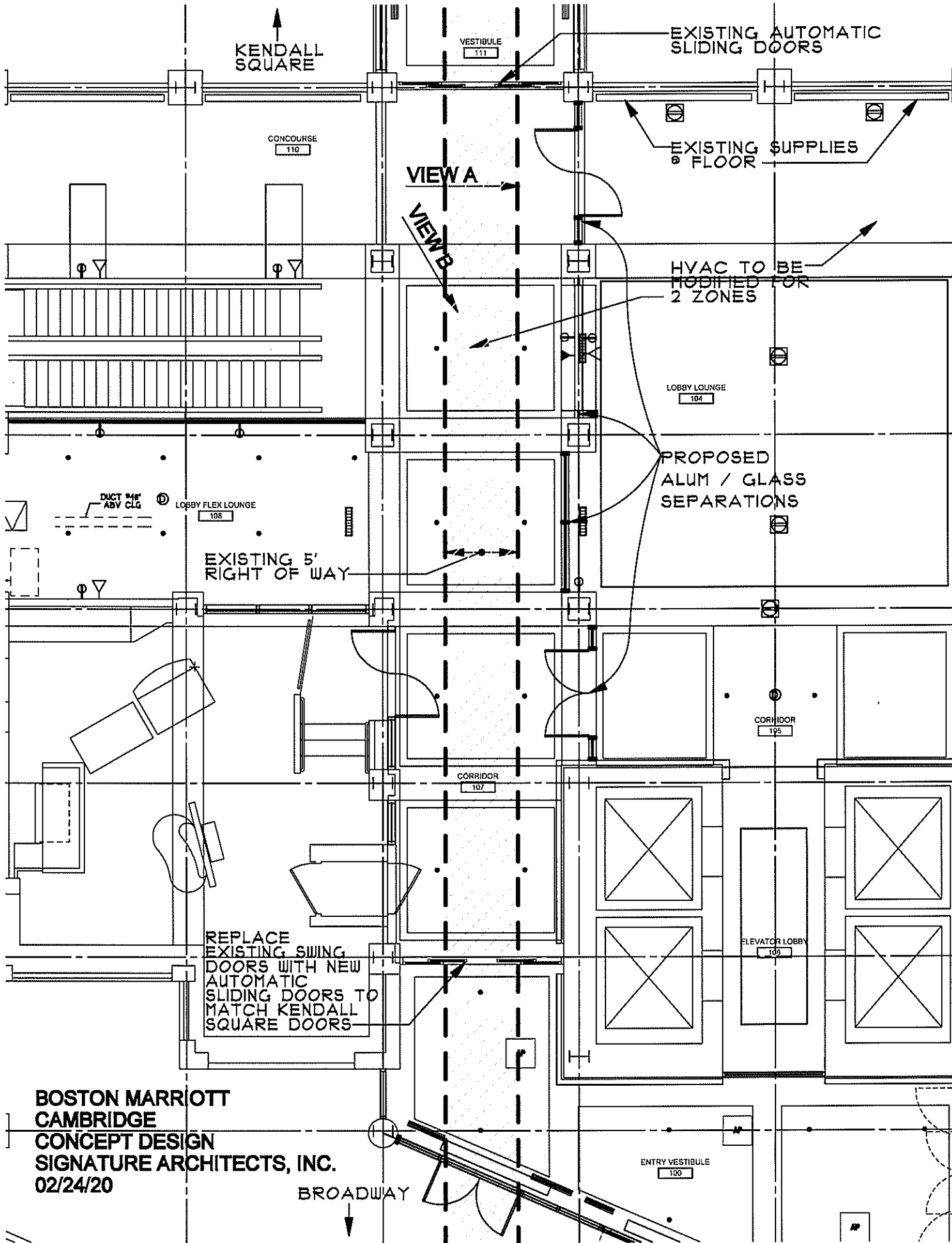
The Design Review Committee agreed the modification to the lobby was reasonable. It was noted the pedestrian flow through the corridor has grown significantly with the increased development in the area, and the closure of the connection to Pioneer Way and the Green Garage as a result of 325 Main Street's construction. The committee did have further comments on two elements of the design. First, on the northern end of the corridor, it was identified that two swing doors will open across from each other at roughly the same location. This has the ability to create a pinch-point. It was also recommended that locations be identified for pedestrian level wayfinding signage on the Broadway side of the entrance to direct the public to Main Street and the MBTA station. As the lobby designs are refined, CRA staff will work with the Marriott and Boston Properties to identify solutions to these design elements.

MOTION

Motion: Granting approval of the modification to the Marriott lobby design easement to provide an enclosed wall between the public easement corridor and the lobby seating area

Attachments:

- Concept Plan
- Public Easement Language



KENDALL SQUARE

VESTIBULE 111

EXISTING AUTOMATIC SLIDING DOORS

CONCOURSE 110

EXISTING SUPPLIES 9th FLOOR

VIEW A

VIEW B

HVAC TO BE MODIFIED FOR 2 ZONES

LOBBY LOUNGE 104

PROPOSED ALUM / GLASS SEPARATIONS

DUCT 24" ADV CLG

LOBBY FLEX LOUNGE 108

EXISTING 5' RIGHT OF WAY

CORRIDOR 105

CORRIDOR 107

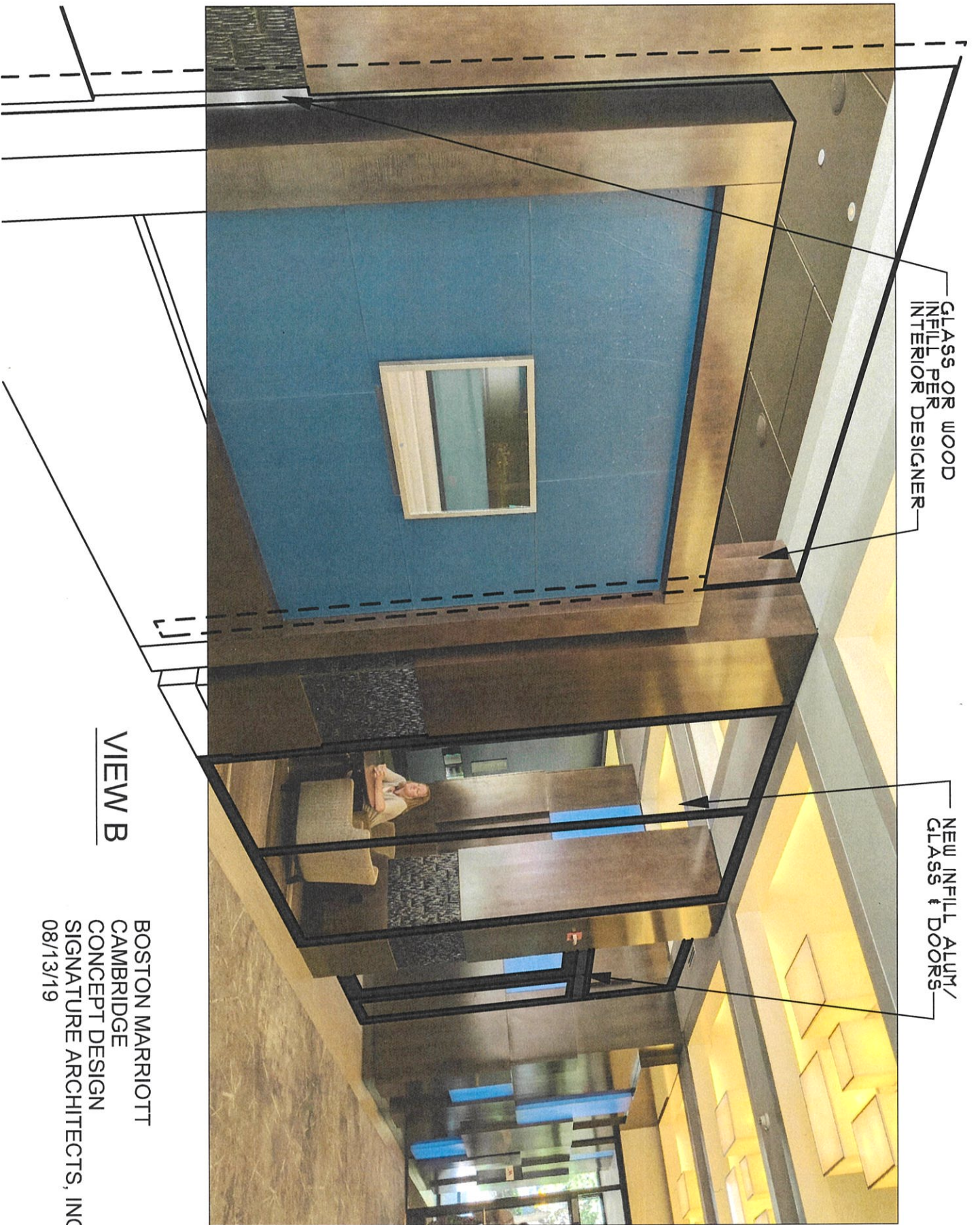
REPLACE EXISTING SWING DOORS WITH NEW AUTOMATIC SLIDING DOORS TO MATCH KENDALL SQUARE DOORS

ELEVATOR LOBBY 109

ENTRY VESTIBULE 100

BROADWAY

**BOSTON MARRIOTT
CAMBRIDGE
CONCEPT DESIGN
SIGNATURE ARCHITECTS, INC.
02/24/20**



GLASS OR WOOD
INFILL PER
INTERIOR DESIGNER

NEW INFILL ALUM/
GLASS & DOORS

VIEW B

BOSTON MARRIOTT
CAMBRIDGE
CONCEPT DESIGN
SIGNATURE ARCHITECTS, INC.
08/13/19



M-CLUB @ 2nd FLOOR

EXISTING SUPPLIES

NEW INFILL ALUM/
GLASS & DOORS

EXISTING SUPPLIES @ FLOOR
EXISTING VESTIBULE DOOR

VIEW A

BOSTON MARRIOTT
CAMBRIDGE
CONCEPT DESIGN
SIGNATURE ARCHITECTS, INC.
08/13/19

6

DB-8

MODIFICATION OF OPERATING AND EASEMENT AGREEMENT

THIS MODIFICATION OF OPERATING AND EASEMENT AGREEMENT (the "Modification") is made as of the 17th day of June, 2011 by and between THE TRUSTEES OF TWO CAMBRIDGE CENTER TRUST under Declaration of Trust dated March 15, 1985 and recorded with the Middlesex South District Registry of Deeds (the "Registry") in Book 16221, Page 423, as amended by First Amendment to Declaration of Trust dated June, 2005 and recorded with the Registry in Book 45613, Page 333 (the "Trust"), BOSTON PROPERTIES LIMITED PARTNERSHIP, a Delaware limited partnership ("Boston Properties") and CAMBRIDGE REDEVELOPMENT AUTHORITY, a public body politic and corporate (the "CRA"). *MORTIMER B. ZUCKERMAN AND MICHAEL A. CANTALUPA

RECITALS

WHEREAS, reference is made to that certain Operating and Easement Agreement dated as of September 25, 1986 (the "Operating and Easement Agreement") by and among the Trust, the CRA and Cambridge Center Associates ("CCA"), recorded with the Registry in Book 17438, Page 146 and filed with the Middlesex South Registry District of the Land Court as Document No. 722733;

WHEREAS, Boston Properties assumed all of CCA's rights and obligations under the Operating and Easement Agreement pursuant to an Assignment and Assumption Agreement dated as of June 23, 1997;

WHEREAS, capitalized terms used herein and not otherwise defined have the meaning set forth in the Operating and Easement Agreement;

WHEREAS, Section 20(b) of the Operating and Easement Agreement provides that (i) the easements and rights of use granted in the Operating and Easement Agreement may be terminated or modified at any time by the agreement of the parties who have rights in such easements and rights of used being terminated or modified, and (ii) that the CRA must consent to the termination or modification of any rights granted to or for the benefit of the general public;

WHEREAS, the parties have agreed to extinguish certain easements granted by the Trust in the Operating and Easement Agreement.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration in hand this date paid by each of the parties to the other, the receipt and sufficiency of which are hereby severally acknowledged, and in further consideration of the mutual promises herein contained, the parties hereby agree to and with each other as follows:

1. Section 6 of the Operating and Easement Agreement is hereby deleted in its entirety and the following substituted therefor:

Plan 633 of 2012



Bk: 59942 Pg: 129 Doc: MOD
Page: 1 of 8 09/06/2012 01:34 PM

First American Title Insu Lnc
161 Huntington Ave
Boston MA 02199
dup in Ld Ct

“Two CCT hereby covenants and agrees that the general public shall have a non-exclusive easement and right of use, in common with others, including without limitation, Two CCT and all those claiming by, through or under Two CCT, over and across the land (“Parcel A”) bounded and described in Exhibit “Parcel A” annexed hereto. Parcel A contains 7,384 square feet, more or less, and is shown as “Parcel A” on the Easement Plan (Sheet 2 of 4).

This non-exclusive access easement shall be available to the general public from 6:00 a.m. to 11:00 p.m. daily to provide public pedestrian access from Main Street through the entrances and ground floor lobby of the Building to the public right of way on Broadway. For that portion of the easement area which is contained within the Building, this easement shall be unobstructed and at a minimum width of five (5) feet, except for entrances and exits from the Building and other Building structural components. Two CCT hereby reserves to itself and the manager of the Building the right, from time to time, to make such reasonable rules and regulations respecting this easement area which Two CCT or such manager in its reasonable discretion has reason to believe may be necessary to protect the safety of persons and property or convenience of the general public or the occupants, licensees or invitees of the Building. In addition, if all or a portion of this easement area is taken by eminent domain, damaged or destroyed from fire or other casualty or other event which makes use of this easement area as contemplated herein impossible or impractical, Two CCT may relocate this easement to a reasonable and equivalent location approved by the CRA, such approval not to be unreasonably withheld or delayed.”

2. (A) Exhibit “Parcel A-2” is hereby deleted from the Operating and Easement Agreement in its entirety and Exhibit “Parcel A-2” attached hereto substituted therefor, it being understood and agreed that the easements created by the Operating and Easement Agreement in the approximately 1,578 square foot portion of original Parcel A-2 shown as “discontinued” on the plan referenced in said Exhibit “Parcel A-2” attached hereto are hereby terminated and extinguished in their entirety and shall be of no further force or effect.
- (B) Exhibit “Parcel A-3” is hereby deleted from the Operating and Easement Agreement in its entirety, it being understood and agreed that the easements created by the Operating and Easement Agreement in such parcel are hereby terminated and extinguished in their entirety and shall be of no further force or effect.
3. Except as herein modified, the Operating and Easement Agreement shall remain unmodified and in full force and effect. All references to the “Operating and Easement Agreement” shall be deemed to be references to the Operating and Easement Agreement as modified hereby.
4. This Modification may be executed in counterparts, all such counterparts shall be deemed to be originals, and together, they shall constitute but one and the same instrument.

WITNESS the execution hereof under seal as of the day and year first written above.

TWO CAMBRIDGE CENTER TRUST

By: 

Michael A. Cantalupa, for himself and
his fellow Trustees, but not individually

BOSTON PROPERTIES LIMITED
PARTNERSHIP

By: Boston Properties, Inc., its general partner

By: 

Name: Michael A. Cantalupa
Title: Senior Vice President, Development

CAMBRIDGE REDEVELOPMENT AUTHORITY

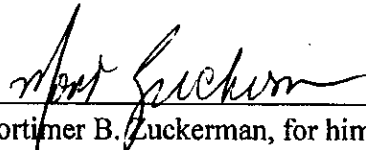
By: 

Name: JOSEPH F. TULMIERI

Title: EXECUTIVE DIRECTOR

signature page, continued

TWO CAMBRIDGE CENTER TRUST

By: 
Mortimer B. Zuckerman, for himself and
his fellow Trustees, but not individually

3(A)

COMMONWEALTH OF MASSACHUSETTS)
)
COUNTY OF _____)

On this 17th day of June, 2011, before me, the undersigned notary public, personally appeared Michael A. Cantalupa, proved to me through satisfactory evidence of identification, which were personal knowledge to be the person whose name is signed on the preceding and acknowledged to me that he signed it voluntarily for its stated purpose as Trustee of Two Cambridge Center Trust but not individually.

Elaine Tveekrem (official signature and seal of notary)

My commission expires: 4-6-12



ELAINE TVEEKREM
NOTARY PUBLIC
COMMONWEALTH of MASSACHUSETTS
MY COMMISSION EXPIRES
April 6, 2012

COMMONWEALTH OF MASSACHUSETTS)
)
COUNTY OF Suffolk)

On this 17th day of June, 2011, before me, the undersigned notary public, personally appeared Michael A. Cantalupa, proved to me through satisfactory evidence of identification, which were personal knowledge to be the person whose name is signed on the preceding and acknowledged to me that he signed it voluntarily for its stated purpose as Senior Vice President of Boston Properties, Inc., the general partner of Boston Properties Limited Partnership.

Elaine Tveekrem (official signature and seal of notary)

My commission expires: 4-6-12



ELAINE TVEEKREM
NOTARY PUBLIC
COMMONWEALTH of MASSACHUSETTS
MY COMMISSION EXPIRES
April 6, 2012

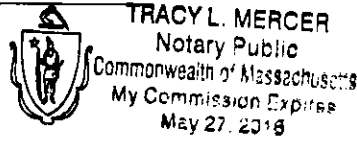
COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF Worcester)

On this 28th day of April, 2011, before me, the undersigned notary public, personally appeared Joseph F. Tullipano, proved to me through satisfactory evidence of identification, which were license, to be the person whose name is signed on the preceding and acknowledged to me that (he)(she) signed it voluntarily for its stated purpose as Executive Director for the Cambridge Redevelopment Authority.

Tracy L. Mercer (official signature and seal of notary)

My commission expires: 5/27/2016




THE STATE OF NEW YORK

New York, ss.

August 18, 2011

On this 18 day of August, 2011, before me, the undersigned notary public, personally appeared Mortimer B. Zuckerman, proved to me through satisfactory evidence of identification, which were NY Driver's License, to be the person whose name is signed on the preceding and acknowledged to me that he signed it voluntarily for its stated purpose as Trustee of Two Cambridge Center Trust but not individually.



Notary Public

My Commission Expires: 2/2/14

LAURIE HURST
Notary Public, State of New York
No. 01HU6002120
Qualified in Richmond County
Commission Expires Feb. 2, 2014

5(A)

EXHIBIT "PARCEL A-2"

A portion of an easement known as Parcel A-2 as shown on a plan recorded with the Middlesex South District Registry of Deeds as Plan 1334 of 1986, being more particularly described as follows:

Beginning at the most northwesterly corner of the portion of Parcel A-2 to be discontinued as shown on the plan referenced below, thence running S05°-30'-50"W, a distance of Twelve and No Hundredths feet (12.00) to a point;

Thence N84°-29'-07"W, a distance of Fifty-Five and No Hundredths feet (55.00) to a point;

Thence N05°-30'-53"E, a distance of Twelve and No Hundredths feet (12.00) to a point;

Thence S84°-29'-07"E, a distance of Fifty-Five and No Hundredths feet (55.00) to the point of beginning.

The above-described easement contains 660 square feet, more or less, and is shown as "Parcel A-2, Portion to Remain" on a plan entitled "Revised Easement Plan" dated January 21, 2011 prepared by Nitsch Engineering and recorded herewith.