

Easement Deed

Location of Property:

**119 Windsor Street
Cambridge, Massachusetts**

City of Cambridge a municipal corporation, with an address of City Hall, 795 Massachusetts Avenue, Cambridge, Ma. (hereinafter called the Grantor), in consideration of the mutual covenants herein contained, grant to CAMBRIDGE ELECTRIC LIGHT COMPANY, a Massachusetts corporation having a principal place of business at One Main Street, Cambridge, Middlesex County, Massachusetts, (hereinafter called the Grantee), its successors and assigns, or any licensee from it, with quitclaim covenants, the perpetual and exclusive right and easement to enter upon, to install, repair, replace, maintain, operate, inspect and remove underground electric wires, cables and electrical equipment located in underground conduits owned and maintained by the Grantor, together with the exclusive right and easement to enter into transformer areas located upon the Grantor's premises, also owned and maintained by the Grantor, to install, repair, replace, maintain, operate, inspect, and remove necessary transformer and other electrical equipment, all of which is used or useful in supplying electricity to the Grantor ~~and others~~, who, in the judgment of the Grantee, may be conveniently and economically served therefrom, on, under and along the Grantor's premises situated in the City of Cambridge, Middlesex County and described in South Middlesex County Registry of Deeds in Book 26222, Page 152. The location of said easement shall be established by the existence or erection of the Grantee's equipment, and is approximately as is shown on the Plan attached hereto and incorporated herein as Exhibit A.

It is understood that said transformers, underground wires and cables and other electrical equipment shall be and remain the property of the Grantee, and its successors and assigns as their interests may appear. The Grantee shall have the right, after due notice to the Grantor, to enter upon the Grantor's premises to repair or maintain the Grantor's facilities if, in the judgment of the Grantee, the failure of the Grantor to perform such repair or maintenance jeopardizes the rights of the Grantee. It is understood that the cost of said maintenance or repair, whether performed by the Grantee or the Grantor, will be assumed by the Grantor.

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The Grantor reserves the right to use the land over, under and around said equipment provided such use does not jeopardize the rights herein granted.

WITNESS _____ hand and seal this _____ day of _____, 19 _____.

Approved as to form

City of Cambridge

by _____
City Solicitor

by _____
City Manager, City of Cambridge

The Commonwealth of Massachusetts

_____ ss, _____, 19 _____

Then personally appeared the above-named _____ and
acknowledged the foregoing instrument to be _____ free act and deed before me.

Notary Public
My Commission Expires: _____

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BOOK 26222
PAGE 152

Substation Area

WASHINGTON STREET

NO. 119

Existing Manhole

EXISTING MH's & CONDUITS

WINDSOR STREET

EXHIBIT A

COMElectric

119 WINDSOR ST
PROPOSED EASEMENT

I			
NO.	DESCRIPTION	DATE	APPR.
REVISION			

SCALE: unless noted
NONE

DATE
3/98

**DRAWN
WCB**

CH KD.

APPR.

DRAWING NO.
A9828

REV.

Easement Deed

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City Solicitor

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City Manager, City of Cambridge

The Commonwealth of Massachusetts

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My Commission Expires: _____

BOOK 26222
PAGE 152

**PROPOSED
SUBSTATION
AREA**

EXISTING THREE STORY
BRICK

NO. 119

WASHINGTON STREET

EXISTING - MH's & CONDUITS

WINDSOR STREET

EXHIBIT A

COMElectric

119 WINDSOR ST
PROPOSED EASEMENT

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NO.	DESCRIPTION	DATE	APPR.
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City Solicitor

by _____
City Manager, City of Cambridge

The Commonwealth of Massachusetts

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BOOK 26222
PAGE 152

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City Solicitor

by _____
City Manager, City of Cambridge

The Commonwealth of Massachusetts

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BOOK 26222
PAGE 152

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City of Cambridge

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City Solicitor

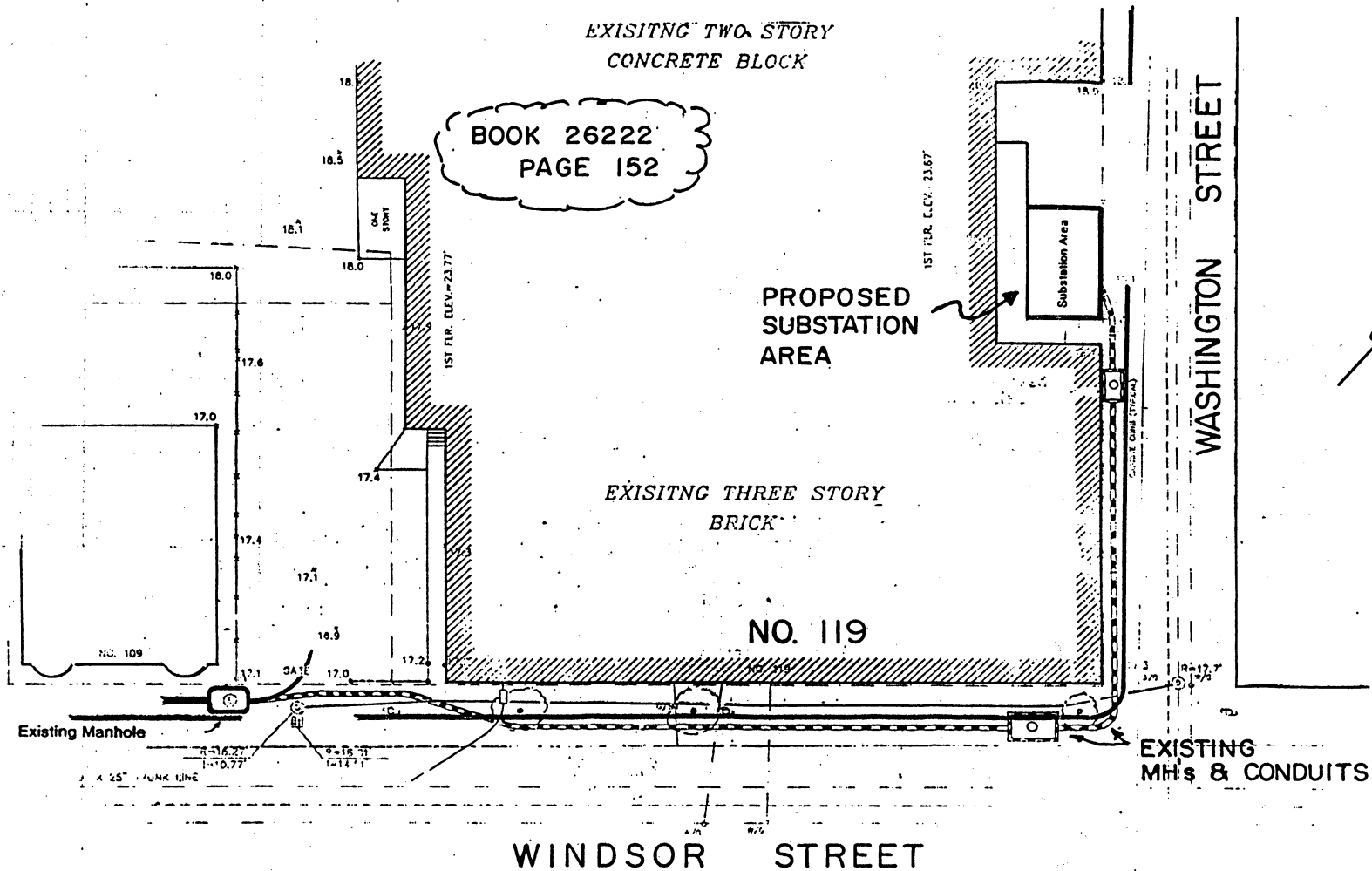
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City Manager, City of Cambridge

The Commonwealth of Massachusetts

_____ ss, _____, 19 _____

Then personally appeared the above-named _____ and
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Notary Public
My Commission Expires: _____





City of Cambridge

Agenda No. 15

IN CITY COUNCIL

June 22, 1998

ORDERED:

Pursuant to Sec. 2.110.010 of the Cambridge Municipal Code, the City Council hereby orders that the City Council shall utilize a diminished process for the disposition of an easement to Cambridge Electric Light Company to accomodate the installation of transformers, underground wires and cables, and other electrical equipment necessary to provide power to 119 Windsor Street, as set forth in Robert W. Healy's June 22, 1998 letter to the City Council.

In City Council June 22, 1998

Adopted by a yea and nay vote:

Yeas: 8; Nays: 0; Absent: 1.

Attest: D. Margaret Drury, City Clerk.

A true copy:

ATTEST:

D. Margaret Drury
D. Margaret Drury
City Clerk



City of Cambridge

Agenda No. 15

IN CITY COUNCIL

June 22, 1998

- WHEREAS:** The City of Cambridge is the owner of a certain parcel of land located at 119 Windsor Street, Cambridge, Massachusetts, the deed for said property being recorded in the Middlesex South Registry of Deeds at Book 26222, Page 152. The Easement Area is shown as "Proposed Substation Area" on a plan marked "119 Windsor Street - Proposed Easement", dated March 1998,; and
- WHEREAS:** The Cambridge Electric Light Company has requested the grant of a non-exclusive easement from the City of Cambridge to accomodate the installation of transformers, underground wires and cables, and other electrical equipment necessary to provide power to 119 Windsor Street, as set forth in a communication dated June 22, 1998 from the City Manager to the City Council; and
- WHEREAS:** The equipment will be for the exclusive use of the Cambridge Health Alliance and Cambridge Housing Authority facilities at 119 Windsor Street. The equipment will be housed in an exterior location on the Washington Street side of the property, and will be enclosed behind masonry walls for visual screening, safety and security. The enclosure is being constructed by the Cambridge Health Alliance as part of the renovation of the property at 119 Windsor Street; and
- WHEREAS:** Because the Cambridge Electric Light Company is providing the equipment for the exclusive use of 119 Windsor Street, and because the purpose of the easement is to install, replace, maintain, operate, inspect and remove this equipment, no compensation is proposed in exchange for the granting of the easement; now therefore be it
- ORDERED:** That the City Council hereby approves and authorizes the City Manager to grant, on behalf of the City of Cambridge, a non-exclusive easement to the Cambridge Electric Light Company to accomodate the installation of transformers, underground wires and cables, and other electrical equipment necessary to provide power to 119 Windsor Street, and to

execute and deliver such easement in such form and substance as the City Manager determines is necessary or advisable.

In City Council June 22, 1998.

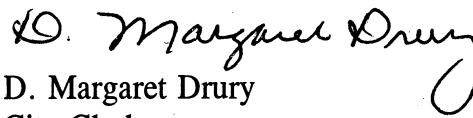
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June 22, 1998

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- WHEREAS:** The Cambridge Electric Light Company has requested the grant of a non-exclusive easement from the City of Cambridge to accomodate the installation of transformers, underground wires and cables, and other electrical equipment necessary to provide power to 119 Windsor Street, as set forth in a communication dated June 22, 1998 from the City Manager to the City Council; and
- WHEREAS:** The equipment will be for the exclusive use of the Cambridge Health Alliance and Cambridge Housing Authority facilities at 119 Windsor Street. The equipment will be housed in an exterior location on the Washington Street side of the property, and will be enclosed behind masonry walls for visual screening, safety and security. The enclosure is being constructed by the Cambridge Health Alliance as part of the renovation of the property at 119 Windsor Street; and
- WHEREAS:** Because the Cambridge Electric Light Company is providing the equipment for the exclusive use of 119 Windsor Street, and because the purpose of the easement is to install, replace, maintain, operate, inspect and remove this equipment, no compensation is proposed in exchange for the granting of the easement; now therefore be it
- ORDERED:** That the City Council hereby approves and authorizes the City Manager to grant, on behalf of the City of Cambridge, a non-exclusive easement to the Cambridge Electric Light Company to accomodate the installation of transformers, underground wires and cables, and other electrical equipment necessary to provide power to 119 Windsor Street, and to

execute and deliver such easement in such form and substance as the City Manager determines is necessary or advisable.

In City Council June 22, 1998.

Adopted by a yea and nay vote:

Yeas: 8 Nays: 0 Absent: 1

Attest: D. Margaret Drury, City Clerk

A true copy:

ATTEST:


D. Margaret Drury
City Clerk

Easement Deed

Location of Property:
119 Windsor Street
Cambridge, Massachusetts

City of Cambridge a municipal corporation, with an address of City Hall, 795 Massachusetts Avenue, Cambridge, Ma. (hereinafter called the Grantor), in consideration of the mutual covenants herein contained, grant to CAMBRIDGE ELECTRIC LIGHT COMPANY, a Massachusetts corporation having a principal place of business at One Main Street, Cambridge, Middlesex County, Massachusetts, (hereinafter called the Grantee), its successors and assigns, or any licensee from it, with quitclaim covenants, the perpetual and exclusive right and easement to enter upon, to install, repair, replace, maintain, operate, inspect and remove underground electric wires, cables and electrical equipment located in underground conduits owned and maintained by the Grantor, together with the exclusive right and easement to enter into transformer areas located upon the Grantor's premises, also owned and maintained by the Grantor, to install, repair, replace, maintain, operate, inspect, and remove necessary transformer and other electrical equipment, all of which is used or useful in supplying electricity to the Grantor ~~and others~~ ^{and others}, who, in the judgment of the Grantee, may be conveniently and economically served therefrom, on, under and along the Grantor's premises situated in the City of Cambridge, Middlesex County and described in South Middlesex County Registry of Deeds in Book 26222, Page 152. The location of said easement shall be established by the existence or erection of the Grantee's equipment, and is approximately as is shown on the Plan attached hereto and incorporated herein as Exhibit A.

It is understood that said transformers, underground wires and cables and other electrical equipment shall be and remain the property of the Grantee, and its successors and assigns as their interests may appear. The Grantee shall have the right, after due notice to the Grantor, to enter upon the Grantor's premises to repair or maintain the Grantor's facilities if, in the judgment of the Grantee, the failure of the Grantor to perform such repair or maintenance jeopardizes the rights of the Grantee. It is understood that the cost of said maintenance or repair, whether performed by the Grantee or the Grantor, will be assumed by the Grantor.

The Grantee shall have such right of ingress and egress to the Grantor's premises and shall use such method of ingress and egress as is reasonably necessary for the purposes contemplated by this grant. Further, the Grantor agrees that such equipment shall be at all times located in such areas and under such conditions so as to provide the Grantee with immediate and unrestricted access thereto. The Grantee agrees to give the Grantor reasonable notice of its entering upon the Grantor's premises, except in cases where, in the Grantee's sole reasonable opinion, immediate access is necessary to the Grantee's operations, in which case the Grantee's right to enter upon the Grantor's premises shall be unrestricted and not subject to prior notice to the Grantor.

The Grantor reserves the right to use the land over, under and around said equipment provided such use does not jeopardize the rights herein granted.

WITNESS _____ hand and seal this _____ day of _____, 19 _____.

Approved as to form

City of Cambridge

by _____
City Solicitor

by _____
City Manager, City of Cambridge

The Commonwealth of Massachusetts

_____ ss, _____, 19 _____

Then personally appeared the above-named _____ and
acknowledged the foregoing instrument to be _____ free act and deed before me.

Notary Public
My Commission Expires: _____

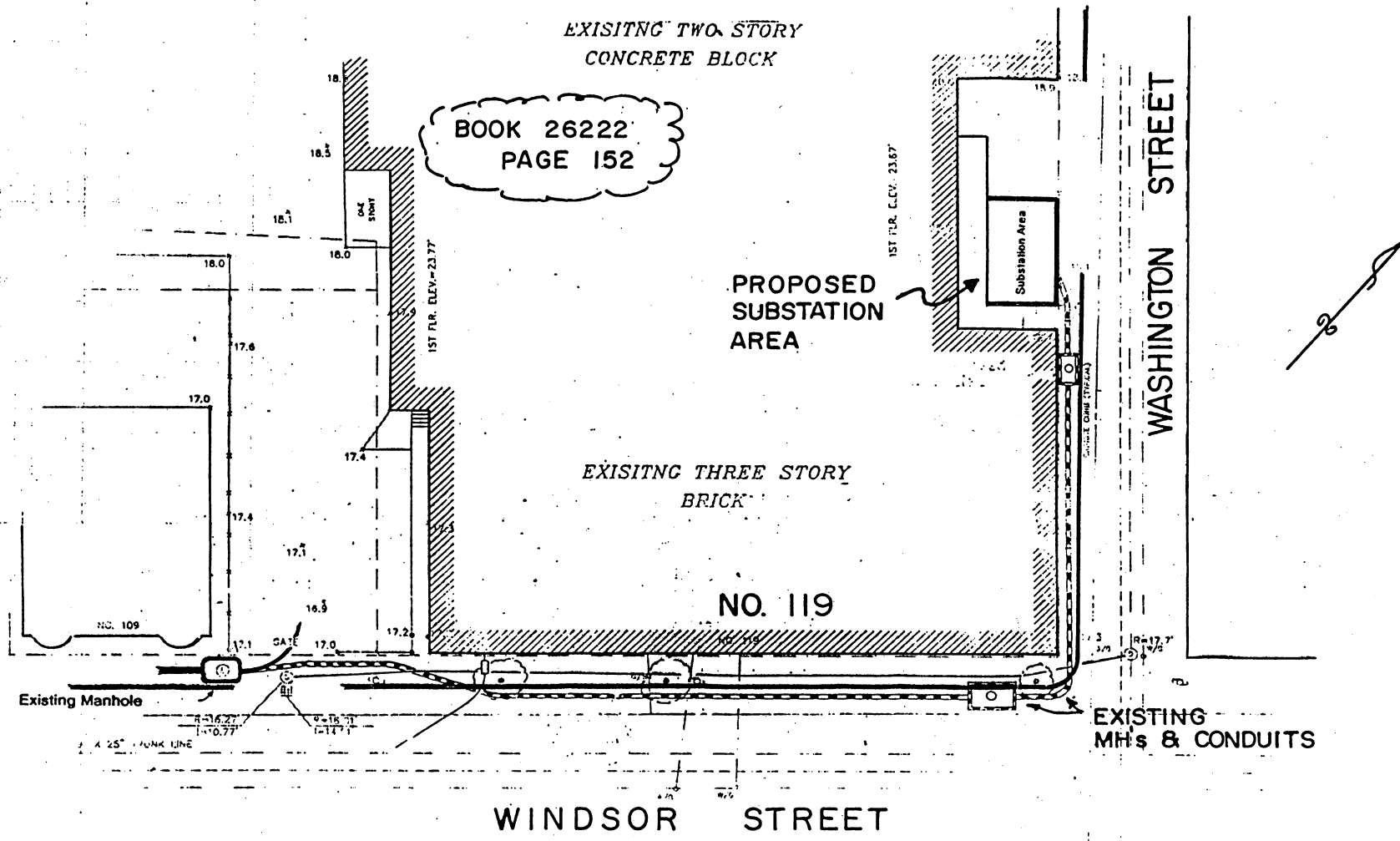


EXHIBIT A

COM Electric

119 WINDSOR ST
PROPOSED EASEMENT

NO.	DESCRIPTION	DATE	APPR.
1	REVISION		

SCALE: unless noted NONE	DATE 3/98	DRAWN WCB	CH'KD.	APPR.	DRAWING NO. A9828	REV.
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080106



City of Cambridge

Agenda No. 15

IN CITY COUNCIL

June 22, 1998

ORDERED:

Pursuant to Sec. 2.110.010 of the Cambridge Municipal Code, the City Council hereby orders that the City Council shall utilize a diminished process for the disposition of an easement to Cambridge Electric Light Company to accomodate the installation of transformers, underground wires and cables, and other electrical equipment necessary to provide power to 119 Windsor Street, as set forth in Robert W. Healy's June 22, 1998 letter to the City Council.

In City Council June 22, 1998

Adopted by a yea and nay vote:

Yeas: 8; Nays: 0; Absent: 1.

Attest: D. Margaret Drury, City Clerk.

A true copy:

ATTEST:


D. Margaret Drury
City Clerk



City of Cambridge

Agenda No. 15

IN CITY COUNCIL

June 22, 1998

- WHEREAS:** The City of Cambridge is the owner of a certain parcel of land located at 119 Windsor Street, Cambridge, Massachusetts, the deed for said property being recorded in the Middlesex South Registry of Deeds at Book 26222, Page 152. The Easement Area is shown as "Proposed Substation Area" on a plan marked "119 Windsor Street - Proposed Easement", dated March 1998,; and
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- WHEREAS:** The equipment will be for the exclusive use of the Cambridge Health Alliance and Cambridge Housing Authority facilities at 119 Windsor Street. The equipment will be housed in an exterior location on the Washington Street side of the property, and will be enclosed behind masonry walls for visual screening, safety and security. The enclosure is being constructed by the Cambridge Health Alliance as part of the renovation of the property at 119 Windsor Street; and
- WHEREAS:** Because the Cambridge Electric Light Company is providing the equipment for the exclusive use of 119 Windsor Street, and because the purpose of the easement is to install, replace, maintain, operate, inspect and remove this equipment, no compensation is proposed in exchange for the granting of the easement; now therefore be it
- ORDERED:** That the City Council hereby approves and authorizes the City Manager to grant, on behalf of the City of Cambridge, a non-exclusive easement to the Cambridge Electric Light Company to accomodate the installation of transformers, underground wires and cables, and other electrical equipment necessary to provide power to 119 Windsor Street, and to

execute and deliver such easement in such form and substance as the City Manager determines is necessary or advisable.

In City Council June 22, 1998.

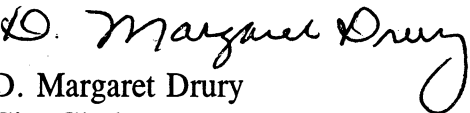
Adopted by a yea and nay vote:

Yeas: 8 Nays: 0 Absent: 1

Attest: D. Margaret Drury, City Clerk

A true copy:

ATTEST:


D. Margaret Drury
City Clerk

Easement Deed

Location of Property:

**119 Windsor Street
Cambridge, Massachusetts**

City of Cambridge a municipal corporation, with an address of City Hall, 795 Massachusetts Avenue, Cambridge, Ma. (hereinafter called the Grantor), in consideration of the mutual covenants herein contained, grant to CAMBRIDGE ELECTRIC LIGHT COMPANY, a Massachusetts corporation having a principal place of business at One Main Street, Cambridge, Middlesex County, Massachusetts, (hereinafter called the Grantee), its successors and assigns, or any licensee from it, with quitclaim covenants, the perpetual and exclusive right and easement to enter upon, to install, repair, replace, maintain, operate, inspect and remove underground electric wires, cables and electrical equipment located in underground conduits owned and maintained by the Grantor, together with the exclusive right and easement to enter into transformer areas located upon the Grantor's premises, also owned and maintained by the Grantor, to install, repair, replace, maintain, operate, inspect, and remove necessary transformer and other electrical equipment, all of which is used or useful in supplying electricity to the Grantor ~~and others~~ ^{and others}, who, in the judgment of the Grantee, may be conveniently and economically served therefrom, on, under and along the Grantor's premises situated in the City of Cambridge, Middlesex County and described in South Middlesex County Registry of Deeds in Book 26222, Page 152. The location of said easement shall be established by the existence or erection of the Grantee's equipment, and is approximately as is shown on the Plan attached hereto and incorporated herein as Exhibit A.

It is understood that said transformers, underground wires and cables and other electrical equipment shall be and remain the property of the Grantee, and its successors and assigns as their interests may appear. The Grantee shall have the right, after due notice to the Grantor, to enter upon the Grantor's premises to repair or maintain the Grantor's facilities if, in the judgment of the Grantee, the failure of the Grantor to perform such repair or maintenance jeopardizes the rights of the Grantee. It is understood that the cost of said maintenance or repair, whether performed by the Grantee or the Grantor, will be assumed by the Grantor.

The Grantee shall have such right of ingress and egress to the Grantor's premises and shall use such method of ingress and egress as is reasonably necessary for the purposes contemplated by this grant. Further, the Grantor agrees that such equipment shall be at all times located in such areas and under such conditions so as to provide the Grantee with immediate and unrestricted access thereto. The Grantee agrees to give the Grantor reasonable notice of its entering upon the Grantor's premises, except in cases where, in the Grantee's sole reasonable opinion, immediate access is necessary to the Grantee's operations, in which case the Grantee's right to enter upon the Grantor's premises shall be unrestricted and not subject to prior notice to the Grantor.

The Grantor reserves the right to use the land over, under and around said equipment provided such use does not jeopardize the rights herein granted.

WITNESS _____ hand and seal this _____ day of _____, 19 _____.

Approved as to form

City of Cambridge

by _____
City Solicitor

by _____
City Manager, City of Cambridge

The Commonwealth of Massachusetts

_____ ss, _____, 19 _____

Then personally appeared the above-named _____ and
acknowledged the foregoing instrument to be _____ free act and deed before me.

Notary Public
My Commission Expires: _____

BOOK 26222
PAGE 152

**PROPOSED
SUBSTATION
AREA**

EXISTING THREE STORY
BRICK

NO. 119

WASHINGTON STREET

WINDSOR STREET

EXHIBIT A

COMElectric

119 WINDSOR ST
PROPOSED EASEMENT

I			
NO.	DESCRIPTION	DATE	APPR.
REVISION			

SCALE: unless noted
NONE

DATE
3/98

**DRAWN
WCB**

CH' KD.

APPR.

DRAWING NO.
A9828

REV.

Easement Deed

Location of Property:

**119 Windsor Street
Cambridge, Massachusetts**

City of Cambridge a municipal corporation, with an address of City Hall, 795 Massachusetts Avenue, Cambridge, Ma. (hereinafter called the Grantor), in consideration of the mutual covenants herein contained, grant to CAMBRIDGE ELECTRIC LIGHT COMPANY, a Massachusetts corporation having a principal place of business at One Main Street, Cambridge, Middlesex County, Massachusetts, (hereinafter called the Grantee), its successors and assigns, or any licensee from it, with quitclaim covenants, the perpetual and exclusive right and easement to enter upon, to install, repair, replace, maintain, operate, inspect and remove underground electric wires, cables and electrical equipment located in underground conduits owned and maintained by the Grantor, together with the exclusive right and easement to enter into transformer areas located upon the Grantor's premises, also owned and maintained by the Grantor, to install, repair, replace, maintain, operate, inspect, and remove necessary transformer and other electrical equipment, all of which is used or useful in supplying electricity to the Grantor ~~and others~~ ^{must}, who, in the judgment of the Grantee, may be conveniently and economically served therefrom, on, under and along the Grantor's premises situated in the City of Cambridge, Middlesex County and described in South Middlesex County Registry of Deeds in Book 26222, Page 152. The location of said easement shall be established by the existence or erection of the Grantee's equipment, and is approximately as is shown on the Plan attached hereto and incorporated herein as Exhibit A.

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The Grantee shall have such right of ingress and egress to the Grantor's premises and shall use such method of ingress and egress as is reasonably necessary for the purposes contemplated by this grant. Further, the Grantor agrees that such equipment shall be at all times located in such areas and under such conditions so as to provide the Grantee with immediate and unrestricted access thereto. The Grantee agrees to give the Grantor reasonable notice of its entering upon the Grantor's premises, except in cases where, in the Grantee's sole reasonable opinion, immediate access is necessary to the Grantee's operations, in which case the Grantee's right to enter upon the Grantor's premises shall be unrestricted and not subject to prior notice to the Grantor.

The Grantor reserves the right to use the land over, under and around said equipment provided such use does not jeopardize the rights herein granted.

WITNESS _____ hand and seal this _____ day of _____, 19 _____.

Approved as to form

City of Cambridge

by _____
City Solicitor

by _____
City Manager, City of Cambridge

The Commonwealth of Massachusetts

_____ ss, _____, 19 _____

Then personally appeared the above-named _____ and
acknowledged the foregoing instrument to be _____ free act and deed before me.

Notary Public
My Commission Expires: _____

BOOK 26222
PAGE 152

**PROPOSED
SUBSTATION
AREA**

EXISTING THREE STORY
BRICK

NO. 119

Existing Manhole

EXISTING MH's & CONDUITS

WINDSOR STREET

EXHIBIT A

COM Electric

119 WINDSOR ST
PROPOSED EASEMENT

I			
NO.	DESCRIPTION	DATE	APPR.
REVISION			

SCALE: unless noted
NONE

DATE
3/98

**DRAWN
WCB**

CH' KD.

APPR.

DRAWING NO.
A9828

REV.



CITY OF CAMBRIDGE
CAMBRIDGE, MASSACHUSETTS 02139

TEL. 349-4300
FAX. 349-4307



EXECUTIVE DEPARTMENT
ROBERT W. HEALY
City Manager

RICHARD C. ROSSI
Deputy City Manager

June 22, 1998

To the Honorable, the City Council:

Cambridge Electric Light Company is requesting the grant of an easement from the City to accommodate the installation of transformers, underground wires and cables, and other electrical equipment necessary to provide power to 119 Windsor Street. This equipment will be housed in an exterior location on the Washington Street side of the property, and will be enclosed behind masonry walls for visual screening, safety and security. The enclosure is being constructed by Cambridge Health Alliance as part of the renovation of the property. The equipment will be for the exclusive use of the Cambridge Health Alliance and Cambridge Housing Authority facilities at 119 Windsor Street. Once the equipment is installed, there will be minimal activity as far as electric company personnel entering the transformer enclosure to service the equipment.

First, the proposal must be considered by the Council pursuant to Chapter 2.110 of the Cambridge Municipal Code which governs the disposition of city-owned property. I believe this disposition may properly be subject to Section 2.110.010 (G) of that ordinance. Section G provides for the disposition of city-owned property that is of such little significance that the full process of the ordinance would be unduly burdensome. Under this section, the City Manager may request of the City Council a diminution of the process in the ordinance; approval of this request requires a two-thirds vote of the City Council. I recommend such approval at this time.

Secondly, Section 2.110.010 also requires a two-thirds vote of the City Council to authorize the City Manager to grant the easement to Cambridge Electric Light Company. I also recommend that the City Council vote to grant the easement to Cambridge Electric Light Company to accommodate the installation of transformers, underground wires, cables and other electrical equipment at 119 Windsor Street, and to execute and deliver such easement in form and substance as I determine is necessary or advisable.

Financial Arrangements:

Because Cambridge Electric Light Company is providing the equipment for the exclusive use of 119 Windsor Street, and because the purpose of the easement is to install, replace, maintain, operate, inspect and remove this equipment, no compensation is proposed in exchange for the granting of the easement.

I recommend your approval of this request.

Very truly yours,

Robert W. Healy
City Manager

Consent Agenda #15 884

Relative to a request from
Cambridge Electric Light Company
for the City to grant an easement
to accommodate the installation
of transformers, underground
wires and cables, and other electrical
equipment necessary to provide power
to 119 Windsor Street.

In City Council June 22, 1998

15A. *Reminution 8-0-1.*

15B. *Grant Easement 8-0-1.*

ORDER ADOPTED