



City of Cambridge

Agenda Item No. 18

IN CITY COUNCIL

August 5, 1985

WHEREAS:

The City of Cambridge received a \$662,250 grant from the Department of Environmental Management under their City and Town Commons Program in July, 1985; and

WHEREAS:

The grant award was based on an application submitted in March, 1985 for an open space project in Central Square; and

WHEREAS:

The approved project includes acquisition of the Shell Gas Station at 22 Western Avenue; and

WHEREAS:

The Trust for Public Land has been able to negotiate with Shell Oil to set a price for the site which is less than the appraised value enabling the City to acquire the site for \$200,000 instead of \$212,000; and

WHEREAS

The City's capital budget included an appropriation which is adequate to cover the costs of this transaction;

NOW, THEREFORE, BE IT ORDERED:

That the City Council hereby authorizes the City Manager to enter into the assignment agreement with the Trust for Public Land and to perform the obligations of that assignment agreement which include making payment and taking title to the property.

In City Council August 5, 1985.
Adopted by a yea and nay vote:-
Yeas 9; Nays 0; Absent 0.
Attest:- Paul E. Healy, City Clerk.

A true copy;

ATTEST:-

A handwritten signature in cursive script, reading "Paul E. Healy", written over a horizontal line.
Paul E. Healy, City Clerk.

City of Cambridge

MASSACHUSETTS

In City Council August 5, 1985

AGENDA ITEM NO. 18

RE: AUTHORIZATION FOR THE CITY MANAGER TO COMPLETE TRANSACTIONS ON THE ACQUISITION OF
THE SHALL OIL SITE AT 22 WESTERN AVENUE

	YEA	NAY	ABSENT	PRESENT
Mr. Daniel J. Clinton	✓			
Mr. Thomas W. Danehy	✓			
Ms. Saundra Graham	✓			
Mr. Alfred W. LaRosa	✓			
Mr. David E. Sullivan	✓			
Mr. Walter J. Sullivan	✓			
Mr. Alfred Vellucci	✓			
Ms. Alice K. Wolf	✓			
Mayor Duehay	✓			

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CITY OF CAMBRIDGE
INTEROFFICE CORRESPONDENCE

To Robert W. Healy, City Manager **Date** August 2, 1985
From  Kathy A. Spiegelman, Assistant City
Manager for Community Development **Reference**
Subject Acquisition of Shell Oil Site at 22 Western Avenue

The City is moving forward with the Central Square Enhancement project made possible by the grant award from the Department of Environmental Management and the matching capital appropriation by the City Council. The project involves both land acquisition and the construction of open space improvements. We have been fortunate to receive the assistance of the Trust for Public Land which has helped us to negotiate with Shell for a below-market acquisition price.

Attached are the documents related to this acquisition. Also attached is a draft City Council order which will enable you to complete the transaction as soon as the closing is arranged. We expect to be able to close in the month of August.

KAS/tm

Attachments

Assignment Agreement

This is an Assignment Agreement dated as of _____, 1985 between the Trust for Public Land, a non-profit California public benefit corporation having an address of 254 West 31st Street, New York, New York 10001 ("Assignor") and the City of Cambridge, a political subdivision of the Commonwealth of Massachusetts, having an address of 795 Massachusetts Avenue, Cambridge, Massachusetts ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the Purchaser under an Offer of Agreement to Purchase Real Estate with Shell Oil Company dated _____, 1985 (the "Purchase Agreement"), and desires to convey its rights thereunder to Assignee; and

WHEREAS, Assignee desires to acquire Assignor's rights under the Purchase Agreement on the terms hereinafter contained.

NOW, THEREFORE, in consideration of the covenants and agreements hereinbelow set forth, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns to Assignee all of its right, title and interest as Purchaser in and to the Purchase Agreement, a true and correct copy of which is attached hereto as Exhibit "A".

2. Assignee hereby agrees to assume the obligations of Assignor as Purchaser under the Purchase Agreement.

3. Assignee hereby agrees to pay to Assignor at the time of acquisition of title under the terms of the Purchase Agreement the sum of Ten Thousand and No/100 (\$10,000.00) Dollars in consideration of the assignment of the Purchase Agreement herein set forth.

4. This Agreement may not be assigned by either Assignor or Assignee.

Witness the execution hereof under seal as of the date first above written.

ASSIGNOR: THE TRUST FOR PUBLIC LAND

BY: _____

ASSIGNEE: CITY OF CAMBRIDGE

BY: _____
City Manager

QUITCLAIM DEED

This is a DEED dated _____, 19____, by SHELL OIL COMPANY, a Delaware Corporation with offices at 400 Blue Hill Drive, Westwood, Massachusetts 02090 (herein called "Grantor") to _____ (herein called "Grantee"):

GRANTOR, for the sum of One Hundred Ninety Thousand and 00/100 Dollars (\$190,000.00) received, hereby remises, released and quitclaims to Grantee all of Grantor's right, title and interest in and to the following described premises situated in Cambridge, County of Middlesex, State of Massachusetts:

That certain parcel or tract of land situated at the junction of Western Avenue and River Street in the City of Cambridge, County of Middlesex, Commonwealth of Massachusetts and is bounded and described as follows:

NORTHERLY: By Western Avenue, 142.32 feet;
EASTERLY: By the junction of Western Avenue and River Street, 11.89 feet;
SOUTHERLY: By River Street, 126.31 feet;
SOUTHWESTERLY: By Franklin Street, 43.69 feet; and
NORTHWESTERLY: By the junction of Franklin Street and Western Avenue 23.45 feet.

Said parcel contains 4,542 square feet, more or less.

Being the same premises described in a deed from Salvatore J. Guerino and Mary O. Guerino to David J. Ring, as he is Trustee, dated July 24, 1970 recorded with Middlesex South Registry of Deeds in Book 11865, Page 244.

together with all rights, privileges and appurtenances thereto and all buildings and land improvements thereon;

GRANTEE covenants, as part of the consideration for this conveyance, that during the period of twenty (20) years after the date of this Deed, no gasoline filling station shall be constructed, maintained or operated on the premises hereby conveyed, or any part thereof. Grantor's waiver of any breach of this covenant shall not constitute a waiver of this covenant or of any subsequent breach hereof. This covenant shall run with the land, shall bind Grantee's successors and assigns, and shall inure to the benefit of Grantor's successors and assigns.

TO HAVE AND TO HOLD the same unto Grantee and Grantee's successors and assigns forever.

EXECUTED by Grantor as of the date first herein specified.

WITNESSES:

SHELL OIL COMPANY

By: _____

ATTEST:

SHELL accepts this agreement on _____, 19 ____.

SHELL OIL COMPANY

By _____

TITLE COMPANY, on _____, 19 ____, accepts this agreement and the escrow agency hereby created, and agrees to act in accordance with the instructions herein contained; subject, however, to the condition that Title Company shall incur no liability to either Shell or Purchaser on account of any action by Title Company in good faith reliance on any notice properly given hereunder, or on any written waiver, consent, receipt or other instrument executed by the proper party or parties.

Title Company's Address:

133 Federal Street

Boston, Massachusetts 02110

By _____

OFFER OF AGREEMENT TO PURCHASE REAL PROPERTY FROM SHELL

SHELL OIL COMPANY

July 15, 1985

400 Blue Hill Drive

Westwood, MA 02090

Gentlemen:

THE UNDERSIGNED ("Purchaser," whether one or more) offers this agreement in triplicate, which you ("Shell") may accept by executing it, procuring its execution also by Chicago Title Insurance Company ("Title Company"), and returning one counterpart so executed to Purchaser, either by personal delivery or by depositing it in the mail, certified or registered, not later than September 1, 1985; after which Shell shall give Title Company notice of the date on which such counterpart was so delivered to Purchaser or deposited in the mail ("Return Date").

1. PREMISES. Shell shall sell and convey, and Purchaser shall purchase and pay for, the premises located at 22 Western Avenue and River Streets in Cambridge, Massachusetts, and described in the form of Deed by Shell to Purchaser which is Exhibit A to this agreement; together with all rights and privileges appurtenant thereto, ~~and all buildings and land improvements now located thereon (collectively "Premises"), and also the equipment now located thereon described in the form of Bill of Sale by Shell to Purchaser which is Exhibit B to this agreement.~~

2. PRICE. The Purchaser understands that the current fair market value of the Premises is \$212,000 as established by an offer to purchase received by Shell from another buyer. However, Shell agrees that it shall sell and convey, ~~and Purchaser agrees that it shall sell and convey;~~ and Purchaser agrees that it shall purchase and pay for, the Premises, at a bargain-sale price, and that Shell shall make, and Purchaser shall accept, as a gift, the excess of the current fair market value of the Premises over the purchase price stated in Section 2.1.

Dollars (\$ -0-) ("Earnest Payment"), which shall be returned by Shell to Purchaser, if Shell does not accept this agreement, but treated as hereinafter provided, if Shell accepts this agreement. Purchaser fully understands, that the acceptance by Shell of the Earnest Payment and the receipt given to Purchaser therefor, does not constitute an acceptance of this agreement by Shell.

2.1 The purchase price for the Premises is \$190,000.00.
3. ESCROW. Within the period of fifteen (15) days after the Return Date, the following deposits shall be made with Title Company in escrow, at its offices at its address specified below: (a) by Shell; Shell's Deed to convey the Premises to Purchaser, in the Exhibit A form, ~~and~~ (b) by ~~Shell's Bill of Sale to convey the Equipment to Purchaser, in the Exhibit B form;~~ and (b) by Purchaser: the entire balance of the purchase price (i.e., the amount specified in article 2.1, less the Earnest Payment) ("Purchase Money"), in cash or by certified or bank check. Promptly after receipt of all of those deposits, Title Company shall give Shell and Purchaser notice thereof. If Purchaser fails so to deposit the Purchase Money, this agreement shall automatically terminate at the end of such fifteen (15) day period, whereupon the Earnest Payment shall be forfeited by Purchaser to Shell, and Title Company shall return to Shell, Shell's Deed ~~and Bill of Sale~~.

*or Purchaser's nominee, the City of Cambridge
4. CLOSING. The transaction shall be closed at Title Company's offices at its address specified below, on or before the fifteenth day after the date of Title Company's notice that all the deposits have been received (or, if that is not a business day for Title Company, on the next following such business day). If, at that place and time, Title Company will insure the title to the Premises in Purchaser's favor for the full amount of the purchase price, without any exceptions other than the standard printed exceptions and the special exceptions numbered E-1, set forth in Title Company's commitment to insure that title, bearing its Title No. 8551-01045, which (or a true copy of which) is Exhibit C to this agreement: Title Company shall deliver to Purchaser Shell's Deed and Bill of Sale, and to Shell the Purchase Money. Taxes, assessments, rents, and other items of current revenue and expense shall be prorated between Shell and Purchaser as of the closing day; and all sale, transfer and documentary taxes, recording fees, and charges by Title Company, including the premium for an Owner's Policy of Title Insurance, if issued (except that for its commitment to insure) shall be paid by Purchaser.

THE TRUST FOR PUBLIC LAND

BY: _____



CITY OF CAMBRIDGE

CAMBRIDGE, MASSACHUSETTS 02139
TEL. 498-9011

EXECUTIVE DEPARTMENT
ROBERT W. HEALY
City Manager

RICHARD C. ROSSI
DEPUTY CITY MANAGER

August 5, 1985

To the Honorable, the City Council:

Enclosed please find copy of a communication from Kathy A. Spiegelman, Assistant City Manager for Community Development, and a proposed order authorizing the City Manager to complete transactions relative to the acquisition of the Shell Oil Site at 22 Western Avenue.

Very truly yours,


Robert W. Healy
City Manager

RWH/mbf
Encs. 2

Agenda Item No. 18

F-256

Re: granting the City Manager authorization to
complete transactions Re: the acquisition of
the Shell Oil Site at 22 Western Avenue.

In City Council,

August 5, 1985

8/5/1985

Order Adopted

Roll Call

9-0-0