



City of Cambridge

(Agenda Item No. 3A)

IN CITY COUNCIL

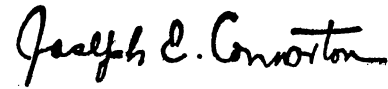
June 22, 1987

- WHEREAS: The City of Cambridge is involved in a major revitalization and development of the East Cambridge Riverfront Area; and
- WHEREAS: The revitalization is being implemented according to the East Cambridge Riverfront Plan; and
- WHEREAS: Graves Landing Limited Partnership is participating in this revitalization through their construction of a new residential condominium known as Thomas Graves Landing located at Lechmere Canal Park; and
- WHEREAS: As part of said construction, it is necessary to provide certain utility connections through a portion of Lechmere Canal Park, said Park being owned by the City of Cambridge; and
- WHEREAS: Graves Landing Limited Partnership and American Cablesystems, Inc. have requested that an easement to allow the installation of telephone service to said condominium project be granted to them; and
- WHEREAS: This City Council is desirous of supporting said project and of granting an easement to Graves Landing Limited Partnership and American Cablesystems, Inc. for a portion of Lechmere Canal Park as shown on a plan of land entitled "Plan of Requested Utility Easement, Thomas Graves Landing" dated December 1, 1986 and prepared by Moriece & Gary, a copy of which is attached hereto; now therefore, be it
- ORDERED: That American Cablesystems, Inc. and Graves Landing Limited Partnership be granted an easement substantially in the form of the Easement Agreement attached hereto; and be it further
- ORDERED: That the City Manager is hereby authorized to execute and deliver to American Cablesystems, Inc. and Graves Landing Limited Partnership such Easement Agreement.

In City Council June 22, 1987.
Adopted by a yea and nay vote:-
Yeas 8; Nays 0; Absent 1.
Attest:- Joseph E. Connarton, City Clerk.

A true copy;

ATTEST:-

A handwritten signature in cursive script, reading "Joseph E. Connarton".

Joseph E. Connarton, City Clerk.

AGREEMENT AND GRANT OF EASEMENT

THIS AGREEMENT (this "Agreement") made as of this ____ day of June, 1987, by and among the CITY OF CAMBRIDGE, a municipal corporation located in the County of Middlesex, Commonwealth of Massachusetts (together with its successors and assigns, the "Grantor"), AMERICAN CABLESYSTEMS, INC., a Massachusetts corporation with a principal office at 88 Sherman Street, Cambridge, Massachusetts (together with its successors and assigns, the "Grantee"), and GRAVES LANDING LIMITED PARTNERSHIP, a Massachusetts limited partnership ("Graves Landing") of which Unihab/Graves Corp., a Massachusetts corporation with a principal office at 50 Church Street, Cambridge, Massachusetts is the general partner (Graves Landing, together with its successors and assigns, being hereinafter referred to as the "Partnership").

WITNESSETH:

WHEREAS, the Partnership is the owner of certain property shown as parcels 7C, 2B, 2C, C, 4A and "Jenny Oil Co." on Plan 1516 of 1980 recorded with Middlesex South Registry of Deeds in Book 14151, Page 120 (the "Partnership Property"); and

WHEREAS, the Partnership is constructing on the Partnership Property a residential building (the "Building"), pursuant to the terms of a Special Permit dated November 10, 1981, recorded with the Middlesex South Registry of Deeds in Book 14527, Page 336, and filed with Middlesex South Registry District of the Land Court as Document No. 619504 (the Special Permit, as it may be amended from time to time, being hereinafter referred to as the "Special Permit"); and

WHEREAS, the development of the Building on the Partnership Property requires an easement over the property of the Grantor over the area (the "Easement Area") owned by the Grantor in the City of Cambridge, Middlesex County, Massachusetts, as such Easement Area is more fully described in Exhibit A attached hereto and made a part hereof, in order to permit the Grantee to supply cable television service to the occupants (from time to time) of the Building; and

WHEREAS, by this Agreement, the Grantor desires to grant to the Grantee an easement over the Easement Area for the benefit of the Partnership and for the benefit of and appurtenant to the Partnership Property, and Grantee desires to accept the grant of such easement, all in accordance with the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the agreements herein contained, and for other good and valuable consideration paid, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Grantor hereby grants to Grantee a non-exclusive right and easement (the "Easement") over the Easement Area for the purposes hereinafter set forth.

2. The Easement shall survive and be appurtenant to the Partnership Property so long as the Building shall remain standing and in use for the purposes described in the Special Permit and shall terminate when the Building is no longer standing or used for such purposes, unless amended by an instrument in writing executed by the Grantor.

3. The Easement shall be for the purpose of (a) constructing, laying, installing, reconstructing, maintaining, altering, repairing, operating, using, renewing, replacing and removing underground buried cables, manholes, conduits, cables, pipes, fixtures, appurtenances, and the wires and cables therein or thereon, constituting a line or lines for the transmission of electricity and the transmission of intelligence by electricity on, under and above the Easement Area; (b) placing and maintaining on, over and under the Easement Area handholes, transformers and pads for transformers, manholes, wire distributing facilities, fixtures, apparatus and service connections; (c) laying, constructing, installing, altering, repairing, relocating, renewing and maintaining within the Easement Area in conduits to be installed in accordance with clause (a) hereof the necessary wires, underground cables, cables, fixtures and appurtenances for service connections to the transformers and wire distributing facilities described in the foregoing clause (b); (d) relocating within the Easement Area any of the facilities, fixtures and apparatus described in the foregoing clauses (a), (b) and (c); (e) using the line or lines running on, over or under the Easement Area for the transmission of electricity and the transmission of intelligence by electricity to other customers of the Grantee; and (f) entering upon and authorizing or permitting others to enter upon the Easement Area from time to time for all of the foregoing purposes and for the purpose of removing any and all lines laid by or on behalf of the Grantee within the Easement Area. The facilities, fixtures and apparatus more specifically described in clauses (a), (b) and (c) shall hereinafter be collectively referred to as the "Facilities".

4. No buildings, structures or improvements, other than the Facilities, may be constructed by or on behalf of Grantee in, over, under or upon the Easement Area. All plans and specifications for the Facilities shall be submitted to Grantor and to the Partnership for the written approval of the Grantor and the Partnership prior to construction or installation of the Facilities in the Easement Area. Grantee shall obtain all necessary permits and licenses at Grantee's sole expense before undertaking the construction of or any repairs or alterations to the Facilities.

5. Consistent with the use of the Easement Area for the purposes set forth in Paragraph 3 hereof, Grantee hereby covenants and agrees that it shall, at its own expense, maintain or cause the Easement Area and the Facilities to be maintained in good condition and repair, and after any and all construction, installations, repairs, replacements, alterations, maintenance and relocations, and upon the expiration of this Easement, Grantee covenants to restore the Easement Area to the same condition it was in at the time on the date hereof.

6. Grantee shall maintain general liability coverage for its operations on the Easement Area naming Grantor and the Partnership as additional insureds thereon. Grantee agrees to indemnify and hold Grantor and the Partnership harmless from and against all loss, claims or injury arising in connection with or as a result of the use of the Easement Area by Grantee as herein provided.

7. This conveyance is made subject to all agreements, restrictions and encumbrances of record insofar as now in force and applicable.

8. This Easement Agreement may not be released, discharged, abandoned, changed, amended or modified except by an instrument in writing executed by the parties hereto and filed with said Deeds.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this ____ day of June, 1987.

Approved as to form:

CITY OF CAMBRIDGE

[Russell B. Higley,
City Solicitor]

By: _____

GRAVES LANDING
LIMITED PARTNERSHIP

By: Unihab/Graves Corp.,
General Partner

By: _____

Name: _____

Title: _____

AMERICAN CABLESYSTEMS, INC.

By: _____

Name: _____

Title: _____

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

June __, 1987

Then personally appeared the above-named _____
known to me to be the _____ of the City of
Cambridge and acknowledged the execution of the foregoing
instrument to be his free act and deed and the free act and deed
of said City of Cambridge, before me

Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

June __, 1987

Then personally appeared the above named _____,
_____ of Unihab/Graves Corp., general partner of
Graves Landing Limited Partnership, and acknowledged the execution
of the foregoing instrument to be his free act and deed and the
free act and deed of said Unihab/Graves Corp., in its capacity as
general partner as aforesaid, before me

Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

June __, 1987

Then personally appeared the above-named _____,
_____ of American Cablesystems, Inc., a
Massachusetts corporation, and acknowledged the execution of the
foregoing instrument to be his free act and deed and the free act
and deed of said corporation, in his capacity as aforesaid, before
me

Notary Public
My commission expires:

EXHIBIT A

Description of Easement Area

That certain area shown as "Requested Easement for Telephone and Cable TV" on a plan of land entitled "Plan of Requested Utility Easement, Thomas Graves Landing" dated December 1, 1986 and prepared by Moriece & Gary, a copy of which is recorded herewith.

City of Cambridge

MASSACHUSETTS

In City Council June 22, 1987

AGENDA ITEM NO. 3(A)

RE: PROPOSED ORDER GRANTING AN EASEMENT TO AMERICAN CABLESYSTEMS, INC. & GRAVES LANDING LTD. PARTNERSHIP FOR A PORTION OF LECHMERE CANAL PARK & AUTHORIZING THE CITY MANAGER TO EXECUTE & DELIVER SAID EASEMENT

	YEA	NAY	ABSENT	PRESENT
Mr. Thomas W. Danehy			✓	
Mr. Francis H. Duehay	✓			
Ms. Saundra Graham	✓			
Mrs. Sheila T. Russell	✓			
Mr. David E. Sullivan	✓			
Mr. Alfred Vellucci	✓			
Mr. William H. Walsh	✓			
Ms. Alice K. Wolf	✓			
Mayor Walter J. Sullivan	✓			

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City of Cambridge

(Agenda Item No. 3B)

IN CITY COUNCIL

June 22, 1987

WHEREAS: The City of Cambridge is involved in a major revitalization and development of the East Cambridge Riverfront Area; and

WHEREAS: The revitalization is being implemented according to the East Cambridge Riverfront Plan; and

WHEREAS: Graves Landing Limited Partnership is participating in this revitalization through their construction of a new residential condominium known as Thomas Graves Landing located at Lechmere Canal Park; and

WHEREAS: As part of said construction, it is necessary to provide certain utility connections through a portion of Lechmere Canal Park, said Park being owned by the City of Cambridge; and

WHEREAS: Graves Landing Limited Partnership and New England Telephone and Telegraph Company have requested that an easement to allow the installation of telephone service to said condominium project be granted to them; and

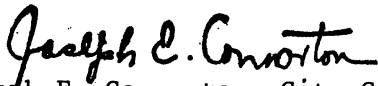
WHEREAS: This City Council is desirous of supporting said project and of granting an easement to Graves Landing Limited Partnership and New England Telephone and Telegraph Company for a portion of Lechmere Canal Park as shown on a plan of land entitled "Plan of Requested Utility Easement, Thomas Graves Landing" dated December 1, 1986 and prepared by Moriece & Gary, a copy of which is attached hereto; now therefore, be it

ORDERED: That New England Telephone and Telegraph Company and Graves Landing Limited Partnership be granted an easement substantially in the form of the Easement Agreement attached hereto; and be it further

ORDERED: That the City Manager is hereby authorized to execute and deliver to New England Telephone and Telegraph Company and Graves Landing Limited Partnership such Easement Agreement.

In City Council June 22, 1987.
Adopted by a yea and nay vote:-
Yeas 8; Nays 0; Absent 1.
Attest:- Joseph E. Connarton, City Clerk.

A true copy;

ATTEST:- 
Joseph E. Connarton, City Clerk.

AGREEMENT AND GRANT OF EASEMENT

THIS AGREEMENT (this "Agreement") made as of this ____ day of June, 1987, by and among the CITY OF CAMBRIDGE, a municipal corporation located in the County of Middlesex, Commonwealth of Massachusetts (together with its successors and assigns, the "Grantor"), NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY, a Massachusetts corporation with a principal office at 185 Franklin Street, Boston, Massachusetts (together with its successors and assigns, the "Grantee"), and GRAVES LANDING LIMITED PARTNERSHIP, a Massachusetts limited partnership ("Graves Landing") of which Unihab/Graves Corp., a Massachusetts corporation with a principal office at 50 Church Street, Cambridge, Massachusetts is the general partner (Graves Landing, together with its successors and assigns being hereinafter referred to as the "Partnership").

WITNESSETH

WHEREAS, the Partnership is the owner of certain property shown as parcels 7C, 2B, 2C, C, 4A and "Jenny Oil Co." on Plan 1516 of 1980 recorded with Middlesex South Registry of Deeds in Book 14151, Page 120 (the "Partnership Property"); and

WHEREAS, the Partnership is constructing on the Partnership Property a residential building (the "Building"), pursuant to the terms of a Special Permit dated November 10, 1981, recorded with the Middlesex South Registry of Deeds in Book 14527, Page 336, and filed with Middlesex South Registry District of the Land Court as Document No. 619504 (the Special Permit, as it may be amended from time to time, being hereinafter referred to as the "special Permit"); and

WHEREAS, the development of the Building on the Partnership Property requires an easement over the property of the Grantor over the area (the "Easement Area") owned by the Grantor in the City of Cambridge, Middlesex County, Massachusetts, as such Easement Area is more fully described in Exhibit A attached hereto and made a part hereof, in order to permit the Grantee to supply cable television service to the occupants (from time to time) of the Building; and

WHEREAS, by this Agreement, the Grantor desires to grant to the Grantee an easement over the Easement Area for the benefit of the Partnership and for the benefit of and appurtenant to the Partnership Property, and Grantee desires to accept the grant of such easement, all in accordance with the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the agreements herein contained, and for other good and valuable consideration paid, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Grantor hereby grants to Grantee a non-exclusive right and easement (the "Easement") over the Easement Area for the purposes hereinafter set forth.

2. The Easement shall survive and be appurtenant to the Partnership Property so long as the Building described in the Special Permit shall remain standing and in use for the purposes described in the Special Permit and shall terminate when the Building is no longer standing or used for such purposes, unless amended by an instrument in writing executed by the Grantor.

3. The Easement shall be for the purpose of (a) constructing, laying, installing, reconstructing, maintaining, altering, repairing, operating, using, renewing, replacing and removing underground buried cables, manholes, conduits, cables, pipes, fixtures, appurtenances, and the wires and cables therein or thereon, constituting a line or lines for the transmission of electricity and the transmission of intelligence by electricity on, under and above the Easement Area; (b) placing and maintaining on, over and under the Easement Area handholes, transformers and pads for transformers, manholes, wire distributing facilities, fixtures, apparatus and service connections; (c) laying, constructing, installing, altering, repairing, relocating, renewing and maintaining within the Easement Area in conduits to be installed in accordance with clause (a) hereof the necessary wires, underground cables, cables, fixtures and appurtenances for service connections to the transformers and wire distributing facilities described in the foregoing clause (b); (d) relocating within the Easement Area any of the facilities, fixtures and apparatus described in the foregoing clauses (a), (b) and (c); (e) using the line or lines running on, over or under the Easement Area for the transmission of electricity and the transmission of intelligence by electricity to other customers of the Grantee; and (f) entering upon and authorizing or permitting others to enter upon the Easement Area from time to time for all of the foregoing purposes and for the purpose of removing any and all lines laid by or on behalf of the Grantee within the Easement Area. The facilities, fixtures and apparatus more specifically described in the foregoing clauses (a), (b) and (c) shall hereinafter be collectively referred to as the "Facilities".

4. No buildings, structures or improvements, other than the Facilities, may be constructed by or on behalf of the Grantee in, over, under or upon the Easement Area. All plans and specifications for the Facilities shall be submitted to Grantor and the Partnership for the written approval of Grantor and the Partnership prior to construction or installation of the Facilities in the Easement Area. Grantee shall obtain all necessary permits and licenses at Grantee's sole expense before undertaking the construction of or any repairs or alterations to the Facilities.

5. Consistent with the use of the Easement Area for the purposes set forth in Paragraph 3 hereof, Grantee hereby covenants and agrees that it shall, at its own expense, maintain or cause the Easement Area and the Facilities to be maintained in good condition and repair, and after any and all construction, installations, repairs, replacements, alterations, maintenance and relocations, and upon the expiration of this Easement, Grantee covenants to restore the Easement Area to the same condition it was in at the time on the date hereof.

6. Grantee shall maintain general liability coverage for its operations on the Easement Area naming Grantor as an additional insured thereon. Notwithstanding the foregoing, so long as Grantee provides to the Grantor evidence satisfactory to Grantor and its counsel that the net worth of the Grantee is greater than or equal to [] MILLION DOLLARS (\$), Grantee shall not be required to provide such general liability coverage. Grantee agrees, to indemnify and hold Grantor harmless from and against all loss, claims or injury arising in connection with or as a result of the use of the Easement Area by Grantee as herein provided.

7. This conveyance is made subject to all agreements, restrictions and encumbrances of record insofar as now in force and applicable.

8. This Easement Agreement may not be released, discharged, abandoned, changed, amended or modified except by an instrument in writing executed by the parties hereto and filed with said Deeds.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this ____ day of June, 1987.

Approved as to form:

CITY OF CAMBRIDGE

[Russell B. Higley,
City Solicitor]

By: _____

NEW ENGLAND TELEPHONE AND
TELEGRAPH COMPANY

By: _____

Name: _____

Title: _____

GRAVES LANDING
LIMITED PARTNERSHIP

By: Unihab/Graves Corp.,
General Partner

By: _____

Name: _____

Title: _____

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

June __, 1987

Then personally appeared the above-named _____
known to me to be the _____ of the City of
Cambridge and acknowledged the execution of the foregoing
instrument to be his free act and deed and the free act and deed
of said City of Cambridge, before me

Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

June __, 1987

Then personally appeared the above-named _____
known to me to be the _____ of New England
Telephone and Telegraph Company, a Massachusetts corporation, and
acknowledged the execution of the foregoing instrument to be his
free act and deed and the free act and deed of said City of
Cambridge, before me

Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

June __, 1987

Then personally appeared the above named _____,
_____ of Unihab/Graves Corp., general partner of
Graves Landing Limited Partnership, and acknowledged the execution
of the foregoing instrument to be his free act and deed and the
free act and deed of Unihab/Graves Corp., in its capacity as
general partner as aforesaid, before me

Notary Public
My commission expires:

EXHIBIT A

Description of Easement Area

That certain area shown as "Requested Easement for Telephone and Cable TV" on a plan of land entitled "Plan of Requested Utility Easement, Thomas Graves Landing" dated December 1, 1986 and prepared by Moriece & Gary, a copy of which is recorded herewith.

City of Cambridge

MASSACHUSETTS

In City Council June 22, 198 7

AGENDA ITEM NO. 3(B)

RE: PROPOSED ORDER GRANTING AN EASEMENT TO NEW ENGLAND TELEPHONE & TELEGRAPH CO. & TO GRAVES LANDING LTD. PARTNERSHIP FOR A PORTION OF LECHMERE CANAL PARK & AUTHORIZING THE CITY MANAGER TO EXECUTE & DELIVER SAID EASEMENT

	YEA	NAY	ABSENT	PRESENT
Mr. Thomas W. Danehy			✓	
Mr. Francis H. Duehay	✓			
Ms. Saundra Graham	✓			
Mrs. Sheila T. Russell	✓			
Mr. David E. Sullivan	✓			
Mr. Alfred Vellucci	✓			
Mr. William H. Walsh	✓			
Ms. Alice K. Wolf	✓			
Mayor Walter J. Sullivan	✓			

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CITY OF CAMBRIDGE
COMMUNITY DEVELOPMENT DEPARTMENT
City Hall Annex - Inman & Broadway - Cambridge, Mass. 02139

498-9034

June 18, 1987

MEMORANDUM

TO: Robert W. Healy
City Manager

FROM: Michael H. Rosenberg *MHR*
Assistant City Manager
for Community Development

RE: Easement Agreements
American Cablesystems, Inc.
New England Telephone and Telegraph
Graves Landing Limited Partnership

I am writing to request that the attached, proposed two City Council Orders be placed on the next Council meeting agenda for their consideration and action.

More specifically, the attached Orders would grant both to American Cablesystems, Inc. and New England Telephone and Telegraph Company, together with Graves Landing Limited Partnership, utility easements under a portion of Lechmere Canal Park. These easements consist of an eight foot wide area extending almost the entire length of the Park from Commercial Avenue to the first phase of the Graves Landing project.

As you know, Graves Landing Limited Partnership is in the process of constructing 180 condominiums fronting directly on Lechmere Canal Park. Due to the limited amount of land available on the site and due to the fact that their project is built on piles, it is necessary to provide certain utility connections (telephone and cable) directly from the Park. The specific location of the easement and utility trench is on a portion of the Park which has not yet been constructed. These portions will be constructed by Graves Landing Partnership at their expense upon completion of their building.

The Easement Agreement requires the developer to fully indemnify the City and to repair any damage that may be caused to the Park by the construction and/or future servicing of the utility trench.

MHR:jm

Attachments

MDC PARK

PHASE II GARAGE

PHASE II - HOUSING

NEW COMMERCIAL ST.
CURB LINE

PHASE I - HOUSING
GARAGE FL. EL. +5.0

REQUESTED EASEMENT FOR
TELEPHONE & CABLE TV.

D.P.W. CONSTR.
EASEMENT

NEW SEDER M.H.
DPW CONTRACT 24452
RIM EL. +7.4'
INV. EL. -6.52'

NEW
SEWER PIPE
24" x 2'

TERRACE

PLANTER

PROPERTY LINE

PLAN OF REQUESTED
UTILITY EASEMENT
THOMAS GRAVES LANDING
SCALE 1"=20' M19-12-1-86.

INV. EL. -4.50

INV. EL. -4.00

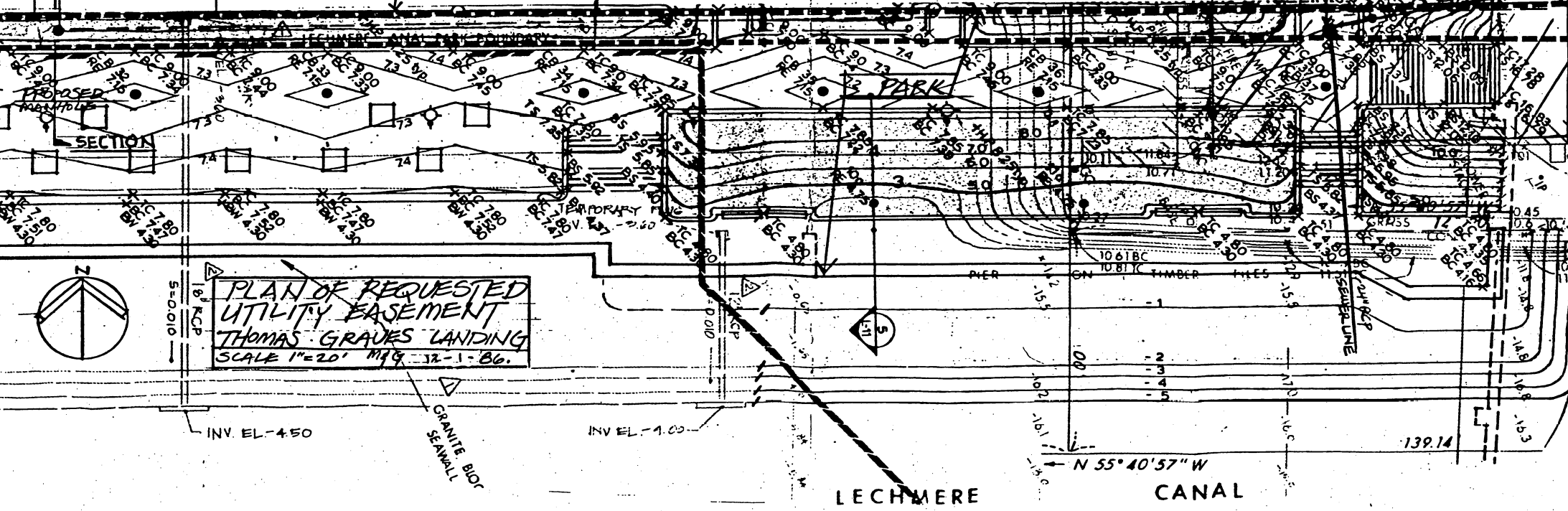
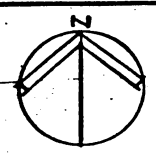
GRANITE BOT
SEAWALL

LECHMERE

CANAL

N 55° 40' 57" W

139.14





CITY OF CAMBRIDGE

CAMBRIDGE, MASSACHUSETTS 02139
TEL. 498-9011

EXECUTIVE DEPARTMENT
ROBERT W. HEALY
City Manager

RICHARD C. ROSSI
Deputy City Manager

June 22, 1987

To the Honorable, the City Council:

Enclosed please find copy of a communication from Michael H. Rosenberg, Assistant City Manager for Community Development, relative to two orders which would grant both to American Cablesystems, Inc. and New England Telephone and Telegraph Company, together with Graves Landing Limited Partnership, utility easements under a portion of Lechmere Canal Park.

Very truly yours,

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

Robert W. Healy
City Manager

RWH/mbf
Enc.

Re: two orders granting to American Cable-systems, Inc. & New England Telephone & Telegraph Co., together with Graves Landing Ltd. Partnership, utility easements under a portion of Lechmere Canal Park & authorizing the City Manager to execute & deliver said easements.

In City Council,

June 22, 1987

*Order #1 Adopted
Roll Call*

8-0-1

*Order #2 Adopted
Roll Call*

8-0-1