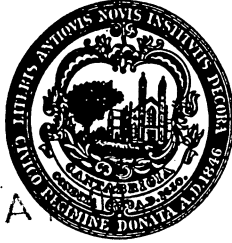


Russell B. Higley
City Solicitor

Donald A. Drisdell
Deputy City Solicitor

Nancy E. Glowa
First Assistant
City Solicitor



2001 MAR 16 A

OFFICE OF THE CITY CLERK
CITY OF CAMBRIDGE
MASSACHUSETTS

CITY OF CAMBRIDGE

Office of the City Solicitor
795 Massachusetts Avenue
Cambridge, Massachusetts 02139

Arthur J. Goldberg
Supervising Legal Counsel

Legal Counsel
Birge Albright
Vali Buland
Cheryl Anne Watson
Nancy B. Schlacter
Christine E. McGinn

March 16, 2001

To: Donna P. Lopez
Deputy City Clerk

From: Arthur J. Goldberg *AJG/jml*

Subject: D'Arrigo Property in Lincoln, MA

Enclosed for your records is a copy of the Conservation Restriction for the above property. This Restriction is recorded with the Middlesex South District Registry of Deeds in Book, 32204, Page 252.

AJG/jml
Enclosure

CONSERVATION RESTRICTION
TO LINCOLN CONSERVATION COMMISSION

ms

I. GRANTOR CLAUSE:

The CITY OF CAMBRIDGE, a municipal corporation, (Grantor), acting pursuant to Sections 31, 32 and 33 of Chapter 184 of the Massachusetts General Laws, grant, with quitclaim covenants, to the LINCOLN CONSERVATION COMMISSION, of the Town of Lincoln, having a mailing address at P.O. Box 6353, Lincoln Center, Massachusetts 01773, and its successors and permitted assigns ("Grantee") in perpetuity and exclusively for conservation purposes, the following described Conservation Restriction on three parcels of land located off of Route 2, formerly known as the D'Arrigo property, in the Town of Lincoln, Massachusetts, which parcels contain approximately 58.57 acres, said parcels, and the position thereof constituting the "Premises" hereunder, being shown on a Plan of Land, dated 04/10/99, see Middlesex Registry Book 30230, Page 082. For Grantors title see Middlesex Registry Book 30230, Page 083.

II. PURPOSES:

The Premises contain outstanding qualities of wetlands, forest land and adjacent public land, the protection of which in their predominantly natural or open condition will provide benefit to the general public and provide important watershed protection for the City of Cambridge. The purchase of this parcel was made possible with generous funding (58% of the cost) from a Self-Help Grant from the Commonwealth of Massachusetts, as administered through the Division of Conservation Services of the Executive Office of Environmental Affairs. The Self-Help Program Project Agreement, executed between the City of Cambridge and the Commonwealth of Massachusetts, requires this land to be retained and used at all times for conservation purposes.

III. PROHIBITED ACTS AND USES, EXCEPTIONS THERETO, AND PERMITTED USES:

- A. Prohibited Acts and Uses. Subject to the exceptions set forth in paragraph B below, the following acts and uses are prohibited on the premises:
1. Constructing or placing of any building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, sign, billboard or other advertising display, antenna, utility pole, tower, conduit, line or other temporary or permanent structure or facility on, below or above the Premises;
 2. Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit;
 3. Placing, filling, storing or dumping on the Premises of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material whatsoever, whether hazardous or otherwise, or the installation of underground storage tanks;

off Route 2 Lincoln, MA

64.00

356

MSD 01/03/01 11:14:09

4. Cutting removing or otherwise destroying trees, grasses or other vegetation;
5. The subdivision of the premises;
6. Activities detrimental to drainage, flood control, water conservation, erosion control or soil conservation;
7. Any other uses of the Premises, which would materially impair significant conservation interests unless necessary for the protection of the conservation interests that, are the subject of this Conservation Restriction.
8. Use of any motorized vehicle except for emergency vehicles or those necessary for carrying out the uses permitted below.

B. Exceptions to Otherwise Prohibited Acts and Uses. The following acts and uses otherwise prohibited in section A above are permitted but only if such acts or uses do not materially impair significant conservation interests.

1. Use of the property for compatible, passive outdoor recreational purposes in accordance with the Self Help Program pursuant to Massachusetts General Laws c. 132A, § 11.
2. Excavation and removal from the Premises of soil, gravel or other mineral resource or natural deposited as may be incidental to the maintenance of good drainage, soil conservation practices or to other permissible uses of the Premises.
3. The maintenance of piles of limbs, brush, leaves and similar biodegradable material provided such piles are not conspicuous from a public way or otherwise interfere with the conservation/watershed protection objectives of this Conservation Restriction.
4. Selective cutting of trees for watershed management and protection, fire protection, unpaved trail construction including boardwalks, unpaved trail maintenance, tick control, or otherwise to preserve the present condition of the Premises.
5. The construction of permanent boardwalks or other structures necessary for a trail crossing of wetlands on the premises.
6. Woodland operations carried on in accordance with sound and forest management practices (including but not limited the selective cutting and planting of trees) and as long as it is consistent with watershed protection for the City of Cambridge.

- C. Permitted Acts and Uses. All acts and uses not prohibited by sections A and B above are permissible. Specifically, the Grantor and Grantee shall have the right to allow members of the public to use conservation trails hereafter located on the Premises for passage on foot, on skis and/or snowshoes, provided no motorized vehicles of any sort shall be allowed on such conservation trails except in an emergency and for the purpose of constructing and maintaining such trails

IV. LEGAL REMEDIES OF THE GRANTEE:

A. Legal and Injunctive Relief

The rights hereby granted shall include the right to enforce this conservation restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Premises to its condition prior to the time of the injury complained of (it being agreed that the Grantee may have no adequate remedy at law), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee.

B. Grantee Disclaimer of Liability

By its acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises except as stated herein.

C. Severability Clause

If any provisions of this Conservation Restriction shall to any extent be held invalid, the remainder shall not be affected.

D. Non - Waiver

Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

V. ACCESS:

This Conservation Restriction hereby conveyed does not grant to the Grantee, to the general public, or to any other person any right to enter upon the Premises except 1) there is granted to the Grantee and its representatives the right to enter the Premises at reasonable times and in a reasonable manner for the purpose of inspecting the same to determine compliance herewith, and 2) Grantor hereby grants to Grantee a perpetual, non-exclusive easement to use and to permit members of the public to use such conservation trails as Grantee may reasonably construct with approval of Grantor for passage on foot, on skis and/or on snow shoes.

VI. EXTINGUISHMENT:

A. Grantee's Receipt of Property Right

The Grantor and the Grantee agree that the donation of this Conservation Restriction gives rise for purposes of this paragraph to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction determined at the time of the gift bears to the value of the unrestricted Premises at that time.

B. Value of Grantee's Property Right

Such proportionate value of the Grantee's property right shall remain constant.

C. Right of Grantee to recover Proportional Value at Disposition.

If any occurrence ever give rise to extinguishment or other release of the Conservation Restriction under applicable law, then the Grantee, on a subsequent sale, exchange or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds equal to such proportionate value, subject, however, to any applicable law which expressly provides for a different disposition of proceeds.

D. Grantor/Grantee Cooperation Regarding Public Action

Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action.

E. Allocation of Expenses upon Disposition

All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in shares equal to such proportionate value.

F. Continuing Trust of Grantee's Share of Proceeds of Conservation Restriction Disposition

The Grantee shall use its share of the proceeds in a manner consistent with the conservation purposes of this grant, and c. 44, §63.

VII. ASSIGNABILITY:

A. Running of the Burden

The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

B. Execution of Instruments

The Grantee is authorized to record or file any notice or instruments appropriate to assure the perpetual enforceability of this Conservation Restriction. Without limiting the foregoing, the Grantor and his successors and assigns agrees himself to execute any such appropriate instruments upon request.

C. Running of the Benefit

The benefits of this Conservation Restriction shall be in gross and shall not be assignable by the Grantee, except in the following instances and from time to time:

- (i) as a condition of any assignment, the Grantee requires that the purposes of this Conservation Restriction continue to be carried out;
- (ii) the assignee, at the time of assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and under Section 32 of Chapter 184 of the General Laws as an eligible donee to receive this Conservation Restriction directly, and
- (iii) grantee complies with the provisions required by ART. 97 of the Amendments to the State Constitution.

VIII. SUBSEQUENT TRANSFERS:

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument by which he divests himself of any interest in all or a portion of the Premises, including a leasehold interest.

IX. ESTOPPEL CERTIFICATE:

Upon request by the Grantor, the Grantee shall within twenty (20) days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor compliance with any obligation of the Grantor contained in this Conservation Restriction.

X. EFFECTIVE DATE:

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative approvals required by Section 32 of Chapter 184 of the General Laws have been obtained, and it has been recorded.

XI. RECORDATION:

The Grantor shall record this instrument in timely fashion in the Middlesex County Registry of Deeds.

Approved As To Form:

Russell B. Higley
Russell B. Higley, City of Cambridge Solicitor

Executed under seal this 2nd day of August, 2000

After an authorizing vote of the Cambridge City Council on September 13, 1999.

By: Robert W. Healy
CITY OF CAMBRIDGE, GRANTOR
City Manager, Robert W. Healy

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

August 2, 2000

Then personally appeared the above-named ROBERT W. HEALY and acknowledged the foregoing instrument to be his free act and deed, before me.

Russell B. Higley
Notary Public
My Commission Expires: 11/15/2002

ACCEPTANCE OF GRANT

The above Conservation Restriction is accepted this 17th day of August, 2000

By: Douglas B. Harding
LINCOLN CONSERVATION
COMMISSION, GRANTEE

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

Aug 17th, 2000

Then personally appeared the above-named Douglas B. Harding and acknowledged the foregoing instrument to be his free act and deed, before me.

Nancy J. Zerk
Notary Public
My Commission Expires: Apr. 1, 2005

APPROVAL BY SELECTMEN

We, the undersigned being a majority of the Selectmen of the Town of Lincoln, Massachusetts, hereby certify that at a meeting duly held on September 11, 2000 the Selectmen voted to approve the foregoing Conservation Restriction to the Lincoln Conservation Commission pursuant to M.G.L. c. 40, § 8c.

Selectmen:

Raymond P. Beleri
John Messer
Ewa A. Pelt

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.September 11, 2000

Then personally appeared the above-named Board of Selectmen and acknowledged the foregoing instrument to be his free act and deed, before me.

Don M. Adam

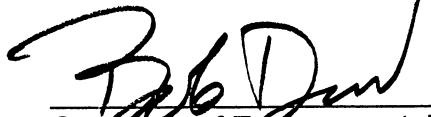
Notary Public

My Commission Expires: 7-12-2002

APPROVAL BY SECRETARY OF ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS

The undersigned, Secretary of the Executive Office of Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction to the Lincoln Conservation Commission has been approved in the public interest pursuant to M.G.L. c. 184, §. 32. Said approval is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Property, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

Date: 11/24/00, 2000

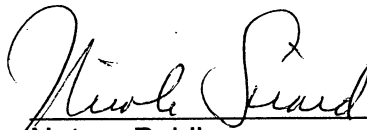

Secretary of Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

Sutcliffe, ss.

Nov. 24, 2000

Then personally appeared the above-named Bob Durand and acknowledged the foregoing instrument to be his ~~or her~~ free act and deed, before me.


Notary Public

My Commission Expires: _____

NICOLE SICARD
Notary Public
My Commission Expires December 31, 2004

Norma FH99
#55

I thought you
might want a
copy of this
for your records.

James
1/5/20



TOWN OF LINCOLN

MIDDLESEX COUNTY MASSACHUSETTS

CONSERVATION COMMISSION

TOWN OFFICES
P.O. Box 6353
Lincoln Center, MA 01773
(781) 259-2612
Fax (781) 259-1677

January 11, 2001

Arthur J. Goldberg
Cambridge Law Department
City Hall
795 Massachusetts Avenue
Cambridge, Massachusetts 02139

Re: Cambridge to Lincoln; Lincoln CR #77 (D'Arrigo Property)

Dear Mr. Goldberg:

Enclosed is the fully executed Conservation Restriction for the property off of Route 2, formerly known as the D'Arrigo Property. If you have any questions, please feel free to contact the Lincoln Conservation Commission.

Sincerely,

A handwritten signature in cursive script that reads "Nicole E. Giroux".

Nicole E. Giroux
Administrative Assistant

Cc. Chip Norton, Cambridge Water Department
Buzz Constable, Lincoln Land Conservation Trust

**CONSERVATION RESTRICTION
TO LINCOLN CONSERVATION COMMISSION**

I. GRANTOR CLAUSE:

The CITY OF CAMBRIDGE, a municipal corporation, (Grantor), acting pursuant to Sections 31, 32 and 33 of Chapter 184 of the Massachusetts General Laws, grant, with quitclaim covenants, to the LINCOLN CONSERVATION COMMISSION, of the Town of Lincoln, having a mailing address at P.O. Box 6353, Lincoln Center, Massachusetts 01773, and its successors and permitted assigns ("Grantee") in perpetuity and exclusively for conservation purposes, the following described Conservation Restriction on three parcels of land located off of Route 2, formerly known as the D'Arrigo property, in the Town of Lincoln, Massachusetts, which parcels contain approximately 58.57 acres, said parcels, and the position thereof constituting the "Premises" hereunder, being shown on a Plan of Land, dated 04/10/99, see Middlesex Registry Book 30230, Page 082. For Grantors title see Middlesex Registry Book 30230, Page 083.

II. PURPOSES:

The Premises contain outstanding qualities of wetlands, forest land and adjacent public land, the protection of which in their predominantly natural or open condition will provide benefit to the general public and provide important watershed protection for the City of Cambridge. The purchase of this parcel was made possible with generous funding (58% of the cost) from a Self-Help Grant from the Commonwealth of Massachusetts, as administered through the Division of Conservation Services of the Executive Office of Environmental Affairs. The Self-Help Program Project Agreement, executed between the City of Cambridge and the Commonwealth of Massachusetts, requires this land to be retained and used at all times for conservation purposes.

III. PROHIBITED ACTS AND USES, EXCEPTIONS THERETO, AND PERMITTED USES:

A. Prohibited Acts and Uses. Subject to the exceptions set forth in paragraph B below, the following acts and uses are prohibited on the premises:

1. Constructing or placing of any building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, sign, billboard or other advertising display, antenna, utility pole, tower, conduit, line or other temporary or permanent structure or facility on, below or above the Premises;
2. Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit;
3. Placing, filling, storing or dumping on the Premises of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material whatsoever, whether hazardous or otherwise, or the installation of underground storage tanks;

4. Cutting removing or otherwise destroying trees, grasses or other vegetation;
 5. The subdivision of the premises;
 6. Activities detrimental to drainage, flood control, water conservation, erosion control or soil conservation;
 7. Any other uses of the Premises, which would materially impair significant conservation interests unless necessary for the protection of the conservation interests that are the subject of this Conservation Restriction.
 8. Use of any motorized vehicle except for emergency vehicles or those necessary for carrying out the uses permitted below.
- B. Exceptions to Otherwise Prohibited Acts and Uses. The following acts and uses otherwise prohibited in section A above are permitted but only if such acts or uses do not materially impair significant conservation interests.
1. Use of the property for compatible, passive outdoor recreational purposes in accordance with the Self Help Program pursuant to Massachusetts General Laws c. 132A, § 11.
 2. Excavation and removal from the Premises of soil, gravel or other mineral resource or natural deposited as may be incidental to the maintenance of good drainage, soil conservation practices or to other permissible uses of the Premises.
 3. The maintenance of piles of limbs, brush, leaves and similar biodegradable material provided such piles are not conspicuous from a public way or otherwise interfere with the conservation/watershed protection objectives of this Conservation Restriction.
 4. Selective cutting of trees for watershed management and protection, fire protection, unpaved trail construction including boardwalks, unpaved trail maintenance, tick control, or otherwise to preserve the present condition of the Premises.
 5. The construction of permanent boardwalks or other structures necessary for a trail crossing of wetlands on the premises.
 6. Woodland operations carried on in accordance with sound and forest management practices (including but not limited the selective cutting and planting of trees) and as long as it is consistent with watershed protection for the City of Cambridge.

- C. Permitted Acts and Uses. All acts and uses not prohibited by sections A and B above are permissible. Specifically, the Grantor and Grantee shall have the right to allow members of the public to use conservation trails hereafter located on the Premises for passage on foot, on skis and/or snowshoes, provided no motorized vehicles of any sort shall be allowed on such conservation trails except in an emergency and for the purpose of constructing and maintaining such trails

IV. LEGAL REMEDIES OF THE GRANTEE:

A. Legal and Injunctive Relief

The rights hereby granted shall include the right to enforce this conservation restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Premises to its condition prior to the time of the injury complained of (it being agreed that the Grantee may have no adequate remedy at law), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee.

B. Grantee Disclaimer of Liability

By its acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises except as stated herein.

C. Severability Clause

If any provisions of this Conservation Restriction shall to any extent be held invalid, the remainder shall not be affected.

D. Non - Waiver

Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

V. ACCESS:

This Conservation Restriction hereby conveyed does not grant to the Grantee, to the general public, or to any other person any right to enter upon the Premises except 1) there is granted to the Grantee and its representatives the right to enter the Premises at reasonable times and in a reasonable manner for the purpose of inspecting the same to determine compliance herewith, and 2) Grantor hereby grants to Grantee a perpetual, non-exclusive easement to use and to permit members of the public to use such conservation trails as Grantee may reasonably construct with approval of Grantor for passage on foot, on skis and/or on snow shoes.

VI. EXTINGUISHMENT:

A. Grantee's Receipt of Property Right

The Grantor and the Grantee agree that the donation of this Conservation Restriction gives rise for purposes of this paragraph to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction determined at the time of the gift bears to the value of the unrestricted Premises at that time.

B. Value of Grantee's Property Right

Such proportionate value of the Grantee's property right shall remain constant.

C. Right of Grantee to recover Proportional Value at Disposition.

If any occurrence ever give rise to extinguishment or other release of the Conservation Restriction under applicable law, then the Grantee, on a subsequent sale, exchange or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds equal to such proportionate value, subject, however, to any applicable law which expressly provides for a different disposition of proceeds.

D. Grantor/Grantee Cooperation Regarding Public Action

Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action.

E. Allocation of Expenses upon Disposition

All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in shares equal to such proportionate value.

F. Continuing Trust of Grantee's Share of Proceeds of Conservation Restriction Disposition

The Grantee shall use its share of the proceeds in a manner consistent with the conservation purposes of this grant, and c. 44, §63.

VII. ASSIGNABILITY:

A. Running of the Burden

The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

B. Execution of Instruments

The Grantee is authorized to record or file any notice or instruments appropriate to assure the perpetual enforceability of this Conservation Restriction. Without limiting the foregoing, the Grantor and his successors and assigns agrees himself to execute any such appropriate instruments upon request.

C. Running of the Benefit

The benefits of this Conservation Restriction shall be in gross and shall not be assignable by the Grantee, except in the following instances and from time to time:

- (i) as a condition of any assignment, the Grantee requires that the purposes of this Conservation Restriction continue to be carried out;
- (ii) the assignee, at the time of assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and under Section 32 of Chapter 184 of the General Laws as an eligible donee to receive this Conservation Restriction directly, and
- (iii) grantee complies with the provisions required by ART. 97 of the Amendments to the State Constitution.

VIII. SUBSEQUENT TRANSFERS:

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument by which he divests himself of any interest in all or a portion of the Premises, including a leasehold interest.

IX. ESTOPPEL CERTIFICATE:

Upon request by the Grantor, the Grantee shall within twenty (20) days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor compliance with any obligation of the Grantor contained in this Conservation Restriction.

X. EFFECTIVE DATE:

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative approvals required by Section 32 of Chapter 184 of the General Laws have been obtained, and it has been recorded.

XI. RECORDATION:

The Grantor shall record this instrument in timely fashion in the Middlesex County Registry of Deeds.

Approved As To Form:

Russell B. Higley
Russell B. Higley, City of Cambridge Solicitor

Executed under seal this 3rd day of August, 2000

After an authorizing vote of the Cambridge City Council on September 13, 1999.

By: [Signature]
CITY OF CAMBRIDGE, GRANTOR
City Manager, Robert W. Healy

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss. August 2, 2000

Then personally appeared the above-named ROBERT W. HEALY and acknowledged the foregoing instrument to be his free act and deed, before me.

Russell B. Higley
Notary Public
My Commission Expires: 11/15/2002

ACCEPTANCE OF GRANT

The above Conservation Restriction is accepted this 17th day of August, 2000

By: Douglas B. Harding
LINCOLN CONSERVATION
COMMISSION, GRANTEE

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. Aug 17th, 2000

Then personally appeared the above-named Douglas B. Harding and acknowledged the foregoing instrument to be his free act and deed, before me.

Nancy J. Zarella
Notary Public
My Commission Expires: Apr. 1, 2005

APPROVAL BY SELECTMEN

We, the undersigned being a majority of the Selectmen of the Town of Lincoln, Massachusetts, hereby certify that at a meeting duly held on September 11, 2000 the Selectmen voted to approve the foregoing Conservation Restriction to the Lincoln Conservation Commission pursuant to M.G.L. c. 40, § 8c.

Selectmen:

Raymond P. Delory
John Messer
Eric A. Kelt

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

September 11, 2000

Then personally appeared the above-named Board of Selectmen and acknowledged the foregoing instrument to be his free act and deed, before me.

Don M. Adam
Notary Public
My Commission Expires: 7-12-2002

APPROVAL BY SECRETARY OF ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS

The undersigned, Secretary of the Executive Office of Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction to the Lincoln Conservation Commission has been approved in the public interest pursuant to M.G.L. c. 184, §. 32. Said approval is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Property, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

Date: 11/24/00, 2000

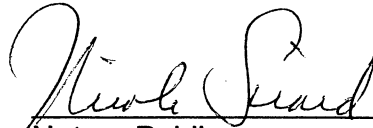

Secretary of Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

Sustalk, ss.

Nov. 24, 2000

Then personally appeared the above-named Bob Durand and acknowledged the foregoing instrument to be his ~~or her~~ free act and deed, before me.


Notary Public

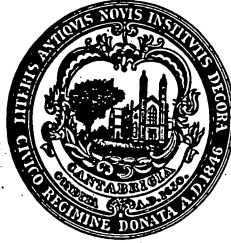
My Commission Expires: _____

NICOLE SICARD
Notary Public
My Commission Expires December 31, 2004

Russell B. Higley
City Solicitor

Donald A. Drisdell
Deputy City Solicitor

Nancy E. Glowa
First Assistant
City Solicitor



1999 F # 55

Arthur J. Goldberg
Supervising
Legal Counsel

Legal Counsel
Birge Albright
Gail S. Gabriel
Vali Buland
Cheryl Anne Watson

CITY OF CAMBRIDGE

Office of the City Solicitor
795 Massachusetts Avenue
Cambridge, Massachusetts 02139

To: D. Margaret Drury, City Clerk
From: Arthur Goldberg *AG*
Date: January 5, 2000
Re: Original recorded documents from Lincoln conservation land acquisition

I recently received back from the Middlesex South District Registry of Deeds the original recorded documents in connection with the City's purchase of 58.57 acres of conservation land in the Town of Lincoln in May of 1999. I enclose for your records the following original recorded documents:

- a. Certified City Council appropriations order from 3/29/99;
- b. Self-Help Program Project Agreement between the City and the State;
- c. 3 Certificates of Municipal Liens for the land acquired by the City;
- d. 2 corporate certificates of seller D'Arrigo Bros. Co., of Massachusetts;
- e. Certificate of Clerk of D'Arrigo Bros. Co. with unanimous consent form;
- f. Quitclaim Deed from D'Arrigo Bros. Co. to the City through the Conservation Commission;
- g. 2 Standard Certificates of Death;
- h. Affidavit Under G.L.c.183, sec.5b;
- i. Certificate of Municipal Lien for land acquired by Lincoln Land Conservation Trust as part of the transaction; and,
- j. A copy of Quitclaim Deed (5/27/99) from D'Arrigo Bros. Co. to the LLCT.

Rec'd
4/5 from
M. Drury

March 29, 1999

84

INTRODUCED BY CITY MANAGER ROBERT W. HEALY

AN ORDER CONCERNING APPROPRIATIONS FOR THE FISCAL YEAR BEGINNING JULY 1, 1998

ORDERED: That in addition to sums previously appropriated by the City Council for the fiscal period 1998-99 the following sum is hereby appropriated in the Public Investment Fund of the City of Cambridge:

OTHER						
FUNCTION	DEPARTMENT OR PROGRAM	SALARY & WAGES	ORDINARY MAINTENANCE	TRAVEL & TRAINING	EXTRAORDINARY EXPENDITURES	APPROPRIATIONS
Community Maintenance & Development	Water				\$190,000	\$190,000.00

BE IT FURTHER ORDERED: That the above acceptance and appropriation in the Public Investment Fund to be financed by estimated revenues drawn from the following sources:

FINANCING PLAN	REVENUE
Self Help Grant	\$98,600.00
Donation/Lincoln Land Conservation Trust	\$44,000.00
Water Receipts	\$47,400.00

MAY 11 1999

A TRUE COPY
ATTEST:

D. Margaret Drury

City Clerk



In City Council March 29, 1999.
Adopted by a ye and nay vote:-
Yeas 9; Nays 0; Absent 0.
Attest:- D. Margaret Drury, City Clerk.

A true copy;

D. Margaret Drury

ATTEST:-

D. Margaret Drury
City Clerk

BK30230PG065



CITY OF CAMBRIDGE
CAMBRIDGE, MASSACHUSETTS 02139

TEL 349-4300
FAX 349-4307



H.

EXECUTIVE DEPARTMENT
ROBERT W. HEALY
City Manager

March 22, 1999

RICHARD C. ROSSI
Deputy City Manager

To The Honorable, The City Council:

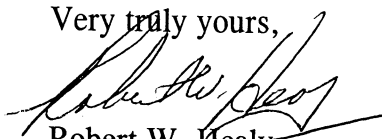
I am hereby requesting the appropriation of \$190,000 to the Public Investment Fund Water Department Extraordinary Expenditure Account. For the past year the City of Cambridge has been working in a cooperative effort with the Town of Lincoln and the Lincoln Land Conservation Trust (LLCT) to acquire 87 acres of land adjacent to Route 2 for the purposes of conservation and water supply protection. The Town of Lincoln developed an option agreement with the landowner that if the Town of Lincoln bought a 57-acre parcel for \$190,000, he would donate an adjacent 20-acre parcel to the Town.

Since this land is in the Cambridge Watershed, in fact Hobbs Brook (see map attached) flows through this parcel, the Town of Lincoln and the LLCT asked the City of Cambridge to assist in purchasing the 57-acre parcel.

The Town of Lincoln was not eligible to apply to the State for a Self-Help Grant, however, the City of Cambridge was. The City received a Self-Help Grant for \$98,600 and a donation of \$44,000 from the (LLCT). In order for the City to receive the grant and the donation, the City must first purchase the land and then will subsequently be reimbursed. Therefore, I request the City Council appropriate \$190,000 for the purchase of 57 acres of land in the Town of Lincoln. After reimbursement, the cost for 87-acre transaction to the City will be \$47,400, which will be funded by water receipts.

This is a wonderful opportunity for the City to purchase water supply land at a minimal cost and assist the Town of Lincoln who has over the years been a great advocate for protecting the Cambridge's Watershed.

Very truly yours,


Robert W. Healy
City Manager

RWH/mec

Consent Agenda #4.

Communication relative to an order requesting the appropriation of \$190,000 to the Public Investment Fund Water Department Extraordinary Expenditures Account to provide funds for the purchase of land adjacent to Route 2 for the purpose of conservation and water supply protection.

In City Council March 22, 1999.

CHARTER RIGHT
BY Councillor Sullivan

3/29/99

ORDER ADOPTED



Land Acquisition for City of Cambridge

-  Land to be purchased by City of Cambridge (with a Self-Help Grant). Approx. 57 acres
-  Land to be donated to Lincoln Conservation Commission Approx. 20 acres
-  10 ft Contour Lines
-  Open Water
-  Wetlands & Seasonal Surface Water
-  Wetlands



600 0 600 1200 Feet




Sources:

Basemap data including roads, rail lines, hydrography, buildings and town boundaries: Boston Edison Co., 1991.

Wetlands: DEP/Wetlands Conservancy Program

10 Foot Contour Lines: MassGIS

Land Acquisition should be finalized by Summer of 1999

RECEIVED & ENTERED
MIDDLESEX COUNTY
REGISTRY OF DEEDS
SOUTHERN DISTRICT
ATTEST:
James L. Jones
REGISTER

Cambridge City Hall
795 Mass Ave
Room 6 02139
San Diego

**THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF ENVIRONMENTAL AFFAIRS
DIVISION OF CONSERVATION SERVICES**

85

**SELF-HELP PROGRAM
PROJECT AGREEMENT**

Made this 30th day of October, 1998, between the **City of Cambridge**, hereinafter referred to as the **PARTICIPANT**, and the Commonwealth of Massachusetts acting by and through the Secretary of the Executive Office of Environmental Affairs, hereinafter referred to as the **COMMONWEALTH**.

WHEREAS, the **PARTICIPANT** has established a Conservation Commission under Massachusetts General Laws Chapter 40, § 8C and has made application to the **COMMONWEALTH** for assistance under the Massachusetts Self-Help Program pursuant to Massachusetts General Laws Chapter 132A, § 11, as amended, for a project briefly described as follows: **Cambridge Self-Help #1: This project shall consist of the acquisition of 57+/- acres of land known as the D'Arrigo Property in the Town of Lincoln, in fee simple, for conservation and passive recreation purposes by the City of Cambridge**, hereinafter referred to as the **PROJECT**.

WHEREAS, the **COMMONWEALTH** has reviewed said application and found the **PROJECT** to be in conformance with the purposes of Massachusetts General Laws Chapter 132A, § 11, as amended, and the Self-Help Program policies and regulation, 301 CMR 5.00.

WHEREAS, the **COMMONWEALTH** has approved said application and has obligated certain funds in the amount of **Ninety-eight Thousand Six-hundred Dollars (\$98,600.00) representing 58% of the approved total project cost.**

WITNESSETH:

1. The **COMMONWEALTH** and the **PARTICIPANT** mutually agree to perform this Agreement in accordance with the Massachusetts Self-Help Program, its policies and regulation 301 CMR 5.00, Massachusetts General Laws Chapter 132A, § 11, as amended, Massachusetts General Laws Chapter 40, § 8C, and St. 1996, Chapter 15.
2. The **PARTICIPANT** agrees to perform the **PROJECT** described previously by authorizing its **CONSERVATION COMMISSION** to manage, maintain, and operate the **PROJECT** in accordance with the terms, conditions and obligations contained in the **PARTICIPANT'S** application(s), as approved, including any promises, conditions, plans, specifications, estimates, procedures, project proposals, maps, and assurances made a part thereof, and furthermore, in accordance with any special terms and conditions attached to and incorporated in this Agreement. All Significant deviations from the **PROJECT** shall not be undertaken without advance approval by the **COMMONWEALTH**.
3. The **PARTICIPANT** agrees that the facilities of the **PROJECT** shall be open to the general public and shall not be limited to residents of the **PARTICIPANT**. The **PARTICIPANT** shall prominently display on the **PROJECT** a sign designated by the **COMMONWEALTH** indicating the **PROJECT** received Self-Help funds.

4. The **PARTICIPANT** acknowledges Article 97 of the Massachusetts Constitution which states, in part, that: "Lands or easements taken or acquired for such park, recreation or conservation purposes shall not be used for other purposes or otherwise disposed of except by laws enacted by a two-thirds vote, taken by yeas and nays, of each branch of the General Court." The **PARTICIPANT** hereby agrees that any property or facilities comprising the **PROJECT** will not be used for purposes other than those stipulated herein or otherwise disposed of unless the **PARTICIPANT** receives the appropriate authorization from the General Court, the approval of the Secretary of Environmental Affairs, and any authorizations required by the provisions of Massachusetts General Laws Chapter 40, § 15A or St. 1996, Chapter 15.
5. The **PARTICIPANT** agrees that any property or facilities comprising the **PROJECT** shall be retained and used at all times for conservation purposes as stipulated herein. In the event that the property or facilities cease to be used for such purposes, all interest in the property or facilities shall revert to the Commonwealth pursuant to St. 1996, Chapter 15. The, the **PARTICIPANT** shall notify the Secretary in writing of any change in use or potential change in use of the property or facilities that is inconsistent with said conservation purposes. The **PARTICIPANT** shall have 90 days from the date written notice was received by the Secretary to present satisfactory evidence that the basis for reversion has been cured, in which case the property or facilities shall not revert. Upon receipt of written notice, the Secretary may review the circumstances of the property or facilities and determine that reversion of the property or facilities is not appropriate or essential to the protection of public open space in which case the provisions of paragraph 6 shall apply.
6. The **PARTICIPANT** further agrees that despite any such authorization and approval, in the event the property or facilities comprising the **PROJECT** are used for purposes other than those described herein, the **PARTICIPANT** shall provide other property and facilities of equal value and utility to be available to the general public for conservation and recreational purposes provided that the equal value and utility and the proposed use of said other property and facilities is specifically agreed to by the Secretary of Environmental Affairs.
7. Failure by the **PARTICIPANT** to comply with the terms and conditions of this Agreement or the policies or regulation of the Self-Help Program may, at the sole option of the **COMMONWEALTH**, suspend or terminate all obligations of the **COMMONWEALTH** hereunder.
8. **PARTICIPANT** and **COMMONWEALTH** acknowledge that the benefit desired by the **COMMONWEALTH** from the full compliance by the **PARTICIPANT** is the existence, protection, and the net increase of conservation land, and furthermore that such benefit exceeds to an immeasurable and unascertainable extent the dollar value of the funding provided by this Agreement, and, therefore, in recognition of said disparity, the **PARTICIPANT** agrees that payment of money damages by the **PARTICIPANT** to the **COMMONWEALTH** would be an inadequate remedy for a breach of this Agreement by the **PARTICIPANT**, and, therefore, the **COMMONWEALTH** may enforce the terms and conditions of this Agreement by requiring specific performance of the **PARTICIPANT'S** obligations.

9. The **PARTICIPANT** agrees to record a copy of this agreement at the appropriate County Registry of Deeds at the same time the deed for the land comprising the **PROJECT** is recorded, and to provide proof of such recording to the **COMMONWEALTH**.

COMMONWEALTH OF MASSACHUSETTS

BY



Secretary

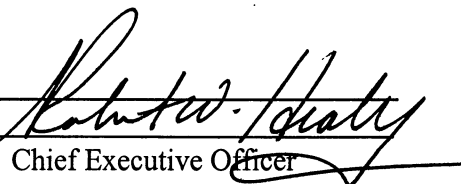
Executive Office of Environmental Affairs

DATE:

3/2/99

PARTICIPANT

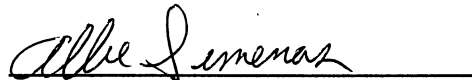
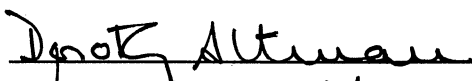
By

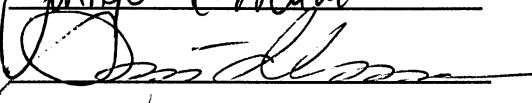


Chief Executive Officer

CONSERVATION COMMISSION

BY



Date:

12/21/98

Attached hereto evidence of authority to execute this contract on behalf of the **PARTICIPANT**. In the case of a municipality, a certified copy of the vote or votes of the governing body authorizing the **PROJECT**, appropriating municipal funds therefore, and authorizing execution of this Agreement by the Officer, Board, or Commission whose signature(s) appears above.



COMMONWEALTH OF MASSACHUSETTS STANDARD CONTRACT FORM

This form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Department of Procurement and General Services (PGS) for use by all Commonwealth Departments. Any changes or electronic alterations, by either the Department or Contractor, to the official printed language of this form as published by ANF, CTR and PGS shall void this Contract. The quality of all performance by the Contractor under this Contract must be timely and meet or exceed industry standards. The Contractor shall comply with all applicable

Massachusetts ("State") and federal laws and regulations and perform this Contract in accordance with the Commonwealth Terms & Conditions and as follows:

(The Contractor Must Complete Only Those Sections preceded by an ">>")

DEPARTMENT NAME: Executive Office of Environmental Affairs	>>CONTRACTOR: City of Cambridge
Contract Manager: Jennifer J. Soper	>>Contract Manager: Chip Norton
Phone: (617) 727-1552 Fax: (617) 727-2630	>>Phone: 617/349-4781 >>Fax: 617/349-4796
Business and Mailing Address: Suite 2000 100 Cambridge Street Boston, MA 02202	>>Business and Mailing Address: Water Department 250 Fresh Pond Parkway Cambridge, MA 02138
Check one of the following options: (Completed by Department) ☒ A Commonwealth Terms and Conditions has been executed by the Contractor and filed as prescribed by the Office of the Comptroller. ☐ A Commonwealth Terms and Conditions is executed and attached to this Contract.	Check one of the following options: (Completed by Department) ☒ Maximum Obligation of This Contract: \$ <u>98,600.00</u> ☐ This Contract is a Rate Contract (Which Does Not Identify A Maximum Obligation) and has a Rate of: \$ _____ Per: _____ Multiple Rates Must Be Attached as part of This Contract. ☐ This Contract is a Statewide or Pre-Qualification Contract.
(Completed by Department) Start Date of This Contract <u>July 1</u> 1998 (Subject To Section 1. of the Commonwealth Terms and Conditions.)	(Completed by Department) Termination Date of This Contract : <u>June 30</u> 1999 (Subject To Section 4. of the Commonwealth Terms and Conditions.)
Brief Description of Performance: (Completed by Department) (Attach the details and scope of performance and compensation or copies of Request for Response (RFR) and the Contractor's Response and any additional negotiated terms.) Cambridge Self-Help #1. The acquisition of 57+/- acres of conservation land in fee simple known as the D'Arrigo Property in the Town of Lincoln by the City of Cambridge, in accordance with the application on file with the Executive Office of Environmental Affairs, Division of Conservation Services.	

IN WITNESS WHEREOF, the Contractor certifies, under the pains and penalties of perjury that it is in compliance with all of the following provisions and shall remain in compliance with these provisions for the life of this Contract: That the Contractor is qualified to perform this Contract and possesses, or shall obtain, all requisite licenses and permits to complete performance under this Contract; that it is in compliance with all federal and state tax laws, including M.G.L. C. 62C, §49A; that pursuant to M.G.L. C. 151A, §19A and M.G.L. C. 152, it will comply with all laws and regulations relating to payments to the Employment Security System and required workers' compensation insurance policies; that it shall carry professional and personal injury liability insurance sufficient to cover its performance under this Contract; that it will comply with all relevant prevailing wage rate and employment laws; that it is in compliance with the provisions of the Acts of 1990, C. 521, §7 as amended by the Acts of 1991, C. 329 and 102 CMR 12.00 and that the Contractor is either a "qualified employer" (it has fifty (50) or more full time employees and has established a dependent care assistance program, child care tuition assistance, or on-site or near-site child care placements) or the Contractor is an "exempt employer"; that pursuant to M.G.L. C. 156B, §109 (business corporations), C. 180, §26A (non-profit corporations), C. 181, §4 (foreign corporations) and C. 12, §8F (public charities) it has filed all required certificates and reports with the Secretary of State and the Attorney General's Office; that it is not currently debarred or suspended by the federal government or the State under any law or regulation, including Executive Order 147, M.G.L. C. 29, §29F and M.G.L. C. 152, §25C and that it shall comply with Executive Orders 130, 346 and 359, M.G.L. C. 268A, C. 7, §22C and any additional provisions specified in this Contract, and

IN WITNESS WHEREOF, the Contractor certifies under the pains and penalties of perjury that it has submitted a Response to a Request for Response (RFR) issued by the Department and that this Response is the Contractor's offer as evidenced by the execution below of the Contractor's authorized signatory, and that this Response may be subject to negotiation by the Department, and that the terms of the RFR, the Contractor's Response and any negotiated terms of the Response shall be deemed accepted by the Department and included as part of this Contract, which incorporates by reference the Commonwealth Terms and Conditions, upon execution of this Contract by the Department's authorized signatory as of the date indicated below, OR if this Contract is not the result of a Request for Response solicitation that this Contract complies with all applicable law and regulation as indicated by the execution of the authorized signatories of the Department and the Contractor as of the last date indicated below:

FOR THE CONTRACTOR:

>>X:

Robert W. Healy
(Signature)

>>NAME: Robert W. Healy

>>TITLE: City Manager

>>DATE: _____

FOR THE DEPARTMENT:

X:

Kathleen R. Bell
(Signature)

NAME: Kathleen Bell

TITLE: Assistant Secretary

DATE: 3/2/95

BR30230PG072

ATTACHMENT A - SCOPE OF SERVICES AND ADDITIONAL TERMS AND CONDITIONS

INSTRUCTIONS: In order to ensure that the Department and the Contractor have a clear understanding of their respective responsibilities and performance expectations, the Following attachment shall contain a specific detailed description of all obligations, responsibilities and additional terms and conditions between the Contractor and the Department which do not modify the Contract boilerplate language. *Attach as many additional pages as necessary.* (See INSTRUCTIONS sheet for more information and suggested provisions to include in ATTACHMENT A.)

Cambridge Self-Help #1: D'Arrigo Land

This project shall consist of the acquisition of 57+/- acres of land known as the D'Arrigo Property in the Town of Lincoln, in fee simple, for conservation and passive recreation purposes by the City of Cambridge in accordance with the terms of the Self-Help Program Project Agreement and application submitted by the City of Cambridge and on file with the Executive Office of Environmental Affairs, Division of Conservation Services.

ATTACHMENT B - BUDGET AND APPROVED EXPENDITURES

{The Department and Contractor may complete this format or attach an approved alternative Budget format or invoice.}
Items identified below which are not part of the Contract should be left blank.

Attach as many additional copies of this format as necessary, Maximum obligation should appear as last entry.

Contract Expenditures	Unit Rate (per unit, hour, day)	Number of Units	Other Fees or Charges (specify)	TOTAL
Land Acquisition				\$ 98,600.00
SUBTOTAL (this page)				\$ 98,600.00

MAXIMUM OBLIGATION

\$ 98,600.00

RECEIVED & ENTERED
MIDDLESEX COUNTY
REGISTRY OF DEEDS
SOUTHERN DISTRICT
ATTEST:
James L. Jones
REGISTER

BK 30230PG074

180
30-7

THE COMMONWEALTH OF MASSACHUSETTS

TOWN OF LINCOLN

NAME OF CITY OR TOWN

No 81 94

OFFICE OF THE COLLECTOR OF TAXES

Apr 15 1999

GEOFF MCGEAN

LINCOLN TOWN OFFICES

LINCOLN, MA 01773

I certify from available information that all taxes, assessments and charges now payable that constitute liens as of the date of this certificate on the parcel of real estate specified in your application received on Apr 07 1999, are listed below.

DESCRIPTION OF PROPERTY

ASSESSED OWNER: DARRIGO BROS CO OF MASSA
LOCATION OF PROPERTY: 0 CAMBRIDGE TP, Lincoln, MA 01773
PARCEL IDENTIFICATION: 0300007000 Book 7815 Page 242 D/D 10/19/51
LAND AREA: 31.460 A Tax Rate: \$11.89/thousand
VALUATION: \$86,400

FISCAL YEAR	1999	1998	1997
TAX			
*Preliminary	\$0.00		
Actual <u>Semiannual</u>	1,027.30	\$1023.53	\$512.47
DISTRICT TAX			
*Preliminary			
Actual			
BETTERMENTS/SPECIAL ASSESSMENTS			
Committed Interest			
UTILITY LIENS			
Water			
Sewer			
Electric			
Committed Interest	0.00		
Collection Charges	0.00		
OTHER LIENS			
Committed Interest			
Collection Charges			
TOTAL BILLED	\$1,027.30	\$1023.53	\$512.47
Payments	513.65	\$1023.53	\$512.47
Abatements/Exemptions	0.00		
Charges and Fees	0.00		
Interest <u>Apr 15 1999</u>	0.00		
Interest <u>per diem</u>	\$0.00		
BALANCE DUE: <u>5/3/99</u>	\$513.65	NONE	NONE

*PRELIMINARY TAXES generally represent no more than 50% of prior year's tax.

UNPAID BETTERMENTS/SPECIAL ASSESSMENTS NOT YET ADDED TO TAX:

Interest from to be added.

IMPROVEMENTS VOTED FOR WHICH THERE WILL PROBABLY BE BETTERMENTS/SPECIAL ASSESSMENTS:

UNPAID UTILITY CHARGES:

OTHER UNPAID CHARGES:

☐ This property is in tax title. Contact the Treasurer for outstanding amounts.

All of the amounts listed above are to be paid to the Collector.

I have no knowledge of any other outstanding amount that constitutes a lien.

Rm Raja

COLLECTOR OF TAXES

RECEIVED & ENTERED
MIDDLESEX COUNTY
REGISTRY OF DEEDS
SOUTHERN DISTRICT
ATTEST:

Eugene L. Jones
REGISTER

BK 30230PG075

THE COMMONWEALTH OF MASSACHUSETTS

TOWN OF LINCOLN

NAME OF CITY OR TOWN

OFFICE OF THE COLLECTOR OF TAXES

No 95
8/1

Apr 15 1999

GEOFF MCGEAN

LINCOLN TOWN OFFICES

LINCOLN, MA 01773

I certify from available information that all taxes, assessments and charges now payable that constitute liens as of the date of this certificate on the parcel of real estate specified in your application received on Apr 07 1999, are listed below.

DESCRIPTION OF PROPERTY

ASSESSED OWNER: DARRIGO BROS CO OF MASSA
LOCATION OF PROPERTY: 0 CAMBRIDGE TP, Lincoln, MA 01773
PARCEL IDENTIFICATION: 0310001000 Book 8515 Page 441 D/D 7/19/55
LAND AREA: 14.200 A Tax Rate: \$11.89/thousand
VALUATION: \$57,300

FISCAL YEAR	1999	1998	1997
TAX			
*Preliminary	\$0.00		
Actual <u>Semiannual</u>	681.30	\$678.33	\$294.45
DISTRICT TAX			
*Preliminary			
Actual			
BETTERMENTS/SPECIAL ASSESSMENTS			
Committed Interest			
UTILITY LIENS			
Water	\$0.00		
Sewer			
Electric			
Committed Interest	0.00		
Collection Charges	0.00		
OTHER LIENS			
Committed Interest			
Collection Charges			
TOTAL BILLED	\$681.30	\$678.33	\$294.45
Payments	340.65	\$678.33	\$294.45
Abatements/Exemptions	0.00		
Charges and Fees	0.00		
Interest to <u>Apr 15 1999</u>	0.00		
Interest <u>per diem</u>	\$0.00		
BALANCE DUE : <u>5/3/99</u>	\$340.65	NONE	NONE

*PRELIMINARY TAXES generally represent no more than 50% of prior year's tax.

UNPAID BETTERMENTS/SPECIAL ASSESSMENTS NOT YET ADDED TO TAX:

Interest from to be added.

IMPROVEMENTS VOTED FOR WHICH THERE WILL PROBABLY BE BETTERMENTS/SPECIAL ASSESSMENTS:

UNPAID UTILITY CHARGES:

OTHER UNPAID CHARGES:

☐ This property is in tax title. Contact the Treasurer for outstanding amounts.

All of the amounts listed above are to be paid to the Collector.

I have no knowledge of any other outstanding amount that constitutes a lien.

RECEIVED & ENTERED
MIDDLESEX COUNTY
REGISTRY OF DEEDS
SOUTHERN DISTRICT
ATTEST:

John C. Jones

REGISTER

BK30230PG076

lot
31-6THE COMMONWEALTH OF MASSACHUSETTS
TOWN OF LINCOLN

NAME OF CITY OR TOWN

No 96

OFFICE OF THE COLLECTOR OF TAXES

Apr 15 1999

GEOFF MCGEAN

LINCOLN TOWN OFFICES

LINCOLN, MA 01773

I certify from available information that all taxes, assessments and charges now payable that constitute liens as of the date of this certificate on the parcel of real estate specified in your application received on Apr 07 1999, are listed below.

	DESCRIPTION OF PROPERTY
ASSESSED OWNER:	DARRIGO BROS CO OF MASSA
LOCATION OF PROPERTY:	0 CAMBRIDGE TP, Lincoln, MA 01773
PARCEL IDENTIFICATION:	0310006000 Book 8515 Page 443 D/D 7/19/55
LAND AREA:	11.580 A Tax Rate: \$11.89/thousand
VALUATION:	\$51,000

FISCAL YEAR	1999	1998	1997
TAX			
*Preliminary	\$0.00		
Actual <u>Semiannual</u>	606.39	\$591.43	\$902.16
DISTRICT TAX			
*Preliminary			
Actual			
BETTERMENTS/SPECIAL ASSESSMENTS			
Committed Interest			
UTILITY LIENS			
Water	\$0.00		
Sewer			
Electric			
Committed Interest	0.00		
Collection Charges	0.00		
OTHER LIENS			
Committed Interest			
Collection Charges			
TOTAL BILLED	\$606.39	\$591.43	\$902.16
Payments	303.20	\$591.43	\$902.16
Abatements/Exemptions	0.00		
Charges and Fees	0.00		
Interest to <u>Apr 15 1999</u>	0.00		
Interest <u>per diem</u>	\$0.00		
BALANCE DUE:	5/3/99 \$303.19	NONE	NONE

*PRELIMINARY TAXES generally represent no more than 50% of prior year's tax.

UNPAID BETTERMENTS/SPECIAL ASSESSMENTS NOT YET ADDED TO TAX:

Interest from to be added.

IMPROVEMENTS VOTED FOR WHICH THERE WILL PROBABLY BE BETTERMENTS/SPECIAL ASSESSMENTS:

UNPAID UTILITY CHARGES:

OTHER UNPAID CHARGES:

☐ This property is in tax title. Contact the Treasurer for outstanding amounts.

All of the amounts listed above are to be paid to the Collector.

I have no knowledge of any other outstanding amount that constitutes a lien.

RECEIVED & ENTERED
MIDDLESEX COUNTY
REGISTRY OF DEEDS
SOUTHERN DISTRICT
ATTEST:

John L. Jones

REGISTER



The Commonwealth of Massachusetts

Secretary of the Commonwealth

State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

May 11, 1999

TO WHOM IT MAY CONCERN:

I hereby certify that according to the records of this office

D'ARRIGO BROS. CO., OF MASSACHUSETTS

is a domestic corporation organized on **May 1, 1946**, under the General Laws of the Commonwealth of Massachusetts.

I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156B section 101 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.

In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

Secretary of the Commonwealth

* This is not a tax clearance. Certificates certifying that all taxes due and payable by the corporation have been paid or provided for are issued by the Department of Revenue.

** MGL Chapter 156B Section 83A provides that certain consolidations and mergers may be filed with the division within thirty days after the effective date of the merger or consolidation.

RECEIVED & ENTERED
MIDDLESEX COUNTY
REGISTRY OF DEEDS
SOUTHERN DISTRICT
ATTEST:

Lyne L. Jones
REGISTER



William Francis Galvin
Secretary of the
Commonwealth

The Commonwealth of Massachusetts

Secretary of the Commonwealth

State House, Boston, Massachusetts 02133

May 11, 1999

To Whom It May Concern :

I hereby certify that,

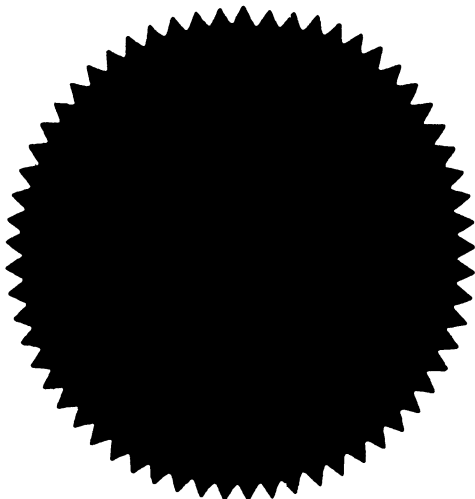
D'ARRIGO BROS. CO., OF MASSACHUSETTS

appears by records of this office to have been incorporated under the General Laws of this Commonwealth on **May 1, 1946**.

I also certify that so far as appears of record here, said corporation still has legal existence.

In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

Secretary of the Commonwealth



RECEIVED & ENTERED
MIDDLESEX COUNTY
REGISTRY OF DEEDS
SOUTHERN DISTRICT
ATTEST:
John L. Jones
REGISTER

83

CERTIFICATE OF CLERK

I, STEPHEN ANTHONY D'ARRIGO, duly elected Clerk of D'Arrigo Bros., Co. of Massachusetts, a Massachusetts corporation (the "Company"), do hereby certify that:

1. The Company is a corporation, duly organized and validly existing in good standing and in the full enjoyment of its powers and franchises under the laws of the Commonwealth of Massachusetts.
2. The copies of the articles of organization and bylaws of the Company attached hereto are complete and correct as amended to date and in effect on the date hereof.
3. Attached hereto as Exhibit A is a full, true and correct copy of the votes adopted by the directors of the Company on the date indicated thereon, which votes are in full force and effect on the date hereof.
4. The execution and delivery of the documents referred to in Exhibit A and the performance of the transactions described in such documents will not contravene any law, rule, regulation or any provision of the articles of organization or by-laws or other documents evidencing the Company's establishment or governing the conduct of its affairs or any agreement to which it is a party or by which it is bound.
5. Set forth below are the genuine signatures of the officers of the Company named below and such persons are duly elected and qualified and currently hold the offices of the Company set forth opposite their names:

Print Name	Title
Peter D'Arrigo, Jr.	President
Stephen Anthony D'Arrigo	Treasurer
Stephen Anthony D'Arrigo	Clerk

Signatures

Peter A. D'Arrigo
Stephen A. D'Arrigo
Stephen A. D'Arrigo

In WITNESS WHEREOF, I have duly executed this certificate as a sealed instrument as of May 28, 1999.

[Signature]
 Clerk

12.25

689

-01 05/28/99 11:45:07

EXHIBIT A**UNANIMOUS WRITTEN CONSENT OF THE SOLE DIRECTORS OF
D'ARRIGO BROS. CO., OF MASSACHUSETTS**

The undersigned being the sole directors of D'Arrigo Bros., co., of Massachusetts, Inc., a Massachusetts Corporation (the "Corporation"), duly organized and existing by law do hereby irrevocably and unconditionally consent to the adoption of the following votes:

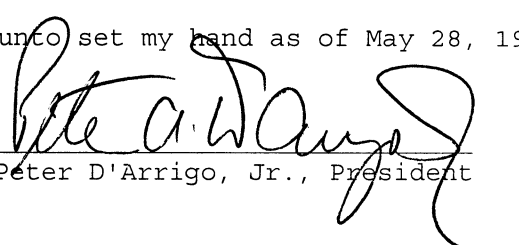
VOTED: That the Corporation take such action as is necessary or appropriate in order to make a charitable donation of a certain parcel or parcels of land located in Lincoln, Middlesex County, Massachusetts containing approximately 24.2 acres more or less (the "Premises"), more particularly described as parcel "A" on a Plan, dated September, 1951, recorded with Middlesex (South) Registry of Deeds as Plan Number 1765 of 1951, in Book 7815, Page 242, to the Trustees of the Lincoln Land Conservation Trust, a non-profit organization, organized for the purpose of promoting land preservation; and further;

VOTED: That the Corporation take such action as is necessary or appropriate in order to sell certain other land in Lincoln/Cambridge to the City of Cambridge, known as parcels 31-1, 31-6-0 and 30-7-0 containing, collectively approximately 57.54 acres, more or less, in consideration of a purchase price of Two Hundred Thousand (\$200,000.00) Dollars, more particularly described on a Plan of Land dated September 12, 1953, recorded with the said Middlesex County (South) Registry of Deeds in Book 8538, Page end; and further:

VOTED: That the President, Treasurer or clerk of the Corporation be, and each of them individually hereby is, authorized in the name and on behalf of the Corporation to execute, acknowledge and deliver the documents authorized in the proceeding resolution, under the corporate seal of the Corporation, if required, and that the President, Treasurer, or Clerk of the Corporation be, and each of them individually hereby is, authorized to execute, acknowledge and deliver on behalf of the Corporation all such further agreements, documents and instruments, including, but not limited to, a Quitclaim Deed of the Premises, and to take all such further action as may be necessary or desirable to carry out the foregoing resolution and transaction contemplated thereby; and further;

I, Peter D'Arrigo, Jr., President of the Company do hereby certify that Stephen Anthony D'ARRIGO is duly elected and qualified Clerk of the Company and that the signature set forth above is his genuine signature.

IN WITNESS WHEREOF, I have hereunto set my hand as of May 28, 1999.

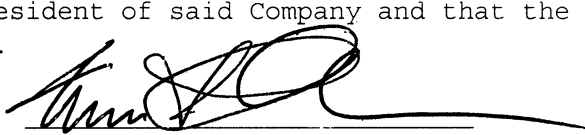

Peter D'Arrigo, Jr., President

COMMONWEALTH OF MASSACHUSETTS

County of Suffolk

May 28, 1999

Then personally appeared before the above-named Peter D'Arrigo, Jr., and acknowledged that he is the President of said Company and that the foregoing is his free act and deed.


Name:

Notary Public

My commission expires:

BRUCE I. MILLER, Notary Public
My Commission Expires August 27, 2004

fmkforms

clerkctf

RECEIVED & ENTERED
MIDDLESEX COUNTY
REGISTRY OF DEEDS
SOUTHERN DISTRICT
ATTEST:
James L. Jones
REGISTER

QUITCLAIM DEED

87

D'Arrigo Bros. Co. of Massachusetts also known as D'Arrigo Brothers Co. of
IN CONSIDERATION OF TWO HUNDRED (\$200,000.00) DOLLARS PAID
 Massachusetts, a corporation duly organized and existing by law, hereby grants to the
 City of Cambridge through its Conservation Commission for administration, control, and
 maintenance under the provisions of General Laws, Chapter 40, Section 8C, as amended,
 with quitclaim covenants, the three parcels in Lincoln, Middlesex County, Massachusetts,
 totaling 58.57 acres $\pm$, being shown on "Plan of Land in Lincoln, Massachusetts dated
 March 29, 1999 by Snelling & Hamel Associates", recorded herewith, as follows:

Parcel 1. Shown as Lot "B", 33 $\pm$ acres on "Compiled Plan of Lands in Lincoln,
 Mass. Rowland H. Barnes & Co. C.E." dated September 1951, Plan #1765 of 1951,
 bounded and described as follows:

Southerly by Concord Turnpike, one thousand one hundred thirty (1130) feet
 more or less;

Westerly by Lot C on plan hereinafter mentioned, one thousand four (1004) feet
 more or less;

Southwesterly by Lot C, five hundred ninety-seven (597) feet more or less;

Northwesterly by a ditch, three hundred thirty-two (332) feet more or less;

Northeasterly by a ditch, two hundred sixty (260) feet more or less;

Northwesterly again by a ditch two hundred ten (210) feet more or less;

Northeasterly again by a ditch, two hundred twenty-four (224) feet more or less;

25/25/99 PLAN NUMBER: 00000563

33.25

662

05/29/99 11:45:40

SEE PLAN IN RECORD BOOK 30230 PAGE 082

CONCORD TURNPIKE, LINCOLN, MA.

Northwesterly again by a ditch, one hundred ninety-six (196) feet more or less;
the last five courses and distances being by land now or formerly of Danosky;
Northerly by a ditch by land now or formerly of Bean, seven hundred eighty (780)
feet more or less;
Easterly by land now or formerly of Nelson and by land now or formerly of Flint
by a ditch, one thousand two hundred forty (1240) feet more or less;
Northeasterly by a ditch by land now or formerly of said Flint, five hundred
eighty-three (583) feet more or less;
Easterly again by another ditch one hundred fifteen (115) feet more or less;
containing thirty-three (33) acres more or less and being shown as Lot B on the
above mentioned plan.

This being described as "Parcel Two" in deed of James DeNormandie to D'Arrigo
Brothers Co. of Massachusetts dated October 9, 1951 recorded with Plan #1765 of 1951
at Book 7815, page 242.

Said Parcel 1 is subject to a Taking by the Commonwealth of Massachusetts,
Department of Public Works, dated January 17, 1933, and recorded at Middlesex South
District Deeds at Book 5706, page 297 for Route 2 Turnpike purposes, in fee.

Parcel 1 is also subject to the terms of a deed from Mary Louise Wheeler and
Elizabeth French Wheeler to the Commonwealth of Massachusetts, Dated June 21, 1934,
recorded with said Deeds at Book 6002, page 180, acting through its Department of
Public Works conveying the parcels taken by the Commonwealth for said Turnpike

purposes, and releasing said Commonwealth from all damages, actions, and causes of action arising from or connected to said Taking.

Parcel 1 is also subject to an Order of Taking by the Commonwealth of Massachusetts, through its Department of Public Works, dated March 25, 1987, and recorded with said Deeds at Book 18036, Page 186, for the layout of two sections of the Turnpike on behalf of the Town of Lincoln, and the easement in Parcel 4-D-5, containing about 300 square feet, for the purposes of draining and maintaining the aforesaid State Highway and consisting of the right to enter upon said land at any time and construct thereon and to use and maintain drainage structures and/or drainage ditches, together with the right to discharge surface water upon said land.

Parcel 1 is also subject to the terms of an Order of Conditions from the Lincoln Conservation Commission issued to the Algonquin Gas Transmission Co., dated March 15, 1995 and recorded with said Deeds at Book 25339, page 258, located north of Route 2 West, within the existing right-of-way but abutting our within Parcel 1 (assessors' parcel 30-7), as amended by Amended Order of Conditions dated February 7, 1996, recorded with said Deeds at Book 26120, Page 340.

Parcel 2. Shown as "George B. Flint Lot" on "Plan of Land in Lincoln, Mass. Compiled By Horace F. Tuttle, C.E., for D'Arrigo Bros. Co." dated September 12, 1953, Plan #1526 of 1955 recorded Book 8538 page End, comprising 11.58 acres $\pm$, bounded and described as follows:

Land in Lincoln situated on the northerly side of Route 2 and being a portion of the lot shown as situated on the northerly side of the turnpike and containing 29.53 acres on plan entitled "Plan of the Farm of George Flint, Lincoln, Mass." dated November 1901, Albert E. Woods, Surveyor, recorded with Middlesex South District Registry of Deeds, Plan Book 155, Plan 28, said portion of said lot—beginning at a point on the northerly side of the turnpike at land shown on said plan as of J.B. Wheeler, thence the line runs in a general northerly direction by six courses as shown on said plan to a corner; thence in a westerly direction by a wall to the center of an old wood road; thence in a general southerly direction by the center of said wood road to the turn pike; thence northerly by said turnpike 202 feet to the point of beginning; except so much thereof as was conveyed to Loring by deed dated February 4, 1921 and recorded with said Deeds in Book 4417, page 174, and except so much thereof as was taken by the Commonwealth of Massachusetts by an instrument of taking dated January 17, 1933 and recorded with said Deeds in Book 5706, Page 297, and conveyed to said Commonwealth by deed dated February 3, 1934 and recorded with said Deeds in Book 5802, Page 227.

Deed from Edith F. Flint to D'Arrigo Bros. Co. of Massachusetts dated July 2, 1955 is recorded at Book 8515, page 443.

Said Parcel 2 is subject to a Taking by the Commonwealth of Massachusetts through its Department of Public Works dated January 17, 1933, recorded with said Deeds at Book 5706, Page 297, for Turnpike purposes, in fee.

Parcel 2 is also subject to the terms of a deed from Ephraim B. Flint to the Commonwealth of Massachusetts, dated June 21, 1934, recorded with said Deeds at Book 6002, Page 180, through its Department of Public Works, conveying the parcel taken by the Commonwealth for said Turnpike purposes, and releasing said Commonwealth from all damages, actions and causes of action arising from or connected to said Taking.

Parcel 2 is also subject to an Order of Taking by the Commonwealth of Massachusetts through its Department of Public Works, dated March 25, 1987, recorded with said Deeds at Book 18036, Page 186 for the layout of 2 portions of the highway (Route 2) on behalf of the Town of Lincoln, to the extent as said Taking may affect Parcel 2.

Parcel 3. Shown as "D'Arrigo Bros. Co.—Nelson Lot 14.5+ acres" on a plan of "Land in Lincoln, owned by W. Newton Nelson and Eleanor R. Nelson, Horace F. Tuttle, C.E., dated September 12, 1953", Plan #1293 of 1955, bounded and described as:

Beginning at a point at the junction of land now or formerly owned by heirs of George Flint and land now of D'Arrigo Bros. Co., and land of Nelson, and running in a NORTHEASTERLY direction along the land now of D'Arrigo Bros. Co., a distance of 682 feet, more or less; thence turning and running along a ditch in a SOUTHEASTERLY direction by land formerly of Elmer A. Bean, a distance of 78 feet; thence turning and running in a NORTHEASTERLY direction by a ditch along land formerly of Elmer A. Bean, a distance of 116 feet more or less; thence turning and running in a NORTHEASTERLY direction again by a ditch

along land formerly of Elmer A. Bean, a distance of 152 feet more or less; thence turning and running in a SOUTHERLY direction by land formerly of Francis B. Sargent, a distance of 18.63 feet; thence turning and running in a SOUTHEASTERLY direction by land formerly of Francis B. Sargent, a distance of 217 feet more or less to a stone bound; thence turning and running in a NORTHEASTERLY direction by land formerly of Francis B. Sargent, a distance of 106.16 feet; thence turning and running in a NORTHEASTERLY direction again by land formerly of Francis B. Sargent, a distance of 140.90 feet; thence turning and running in a SOUTHEASTERLY direction by land formerly of Dominick Dominichella, a distance of 363.90 feet to a stone wall; thence continuing in a SOUTHEASTERLY direction by land formerly of Dominick Dominichella, a distance of 97 feet; thence turning and running in a SOUTHWESTERLY direction by land formerly of heirs of George Flint, a distance of 1010 feet more or less; thence continuing in a SOUTHWESTERLY direction by land formerly of heirs of George Flint, a distance of 132 feet; thence turning and running in a NORTHWESTERLY direction along a stone wall by land formerly of heirs of George Flint, 164 feet more or less; thence continuing in a NORTHWESTERLY direction by land formerly of heirs of George Flint, a distance of 222 feet more or less; thence continuing in a NORTHWESTERLY direction by land formerly of heirs of George Flint, a distance of 187 feet more or less to the point of beginning, and containing 14.5 acres, more or less. Together with the right to use of the twenty (20) foot right of way across the land formerly

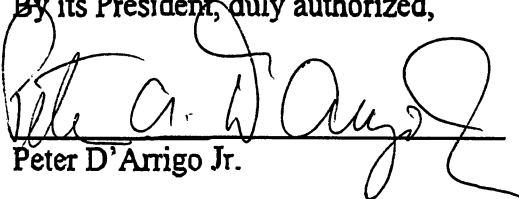
of Francis B. Sargent and across the land of Nelson and across the land formerly
of Francis B. Sargent again to Massachusetts Avenue as shown on said plan.
The 1953 plan with deed to D'Arrigo Bros. Co. of Massachusetts from W. Newton
Nelson and Eleanor R. Nelson is recorded at Book 8515 page 441.

Subject to any other easements and restrictions of record insofar as now in force
and applicable.

The above premises do not constitute all or substantially all of the corporate assets
of the Grantor.

Witness the seal of D'Arrigo Bros. Co. of Massachusetts, ~~Inc.~~ this 28 day of
May, 1999.

D'Arrigo Bros. Co. of Massachusetts,
By its President, duly authorized,

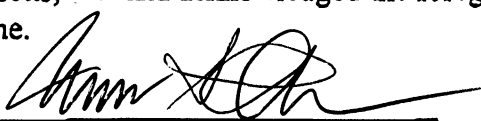

Peter D'Arrigo Jr.

Commonwealth of Massachusetts

Middlesex, ss.

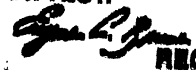
Date: MAY 28, 1999

Then personally appeared the above-named Peter D'Arrigo Jr. on behalf of
D'Arrigo Bros. Co. of Massachusetts, and acknowledged the foregoing instrument to
be free act and deed, before me.

THE OF THE
CORPORATION 
Notary Public
My Commission Expires:

BRUCE I. MILLER, Notary Public
My Commission Expires August 27, 2004

RECEIVED & ENTERED
MIDDLESEX COUNTY
REGISTRY OF DEEDS
SOUTHERN DISTRICT
ATTEST:


REGISTRAR

STANDARD CERTIFICATE OF DEATH

1 PLACE OF DEATH

County

Middlesex

State

Mass

Registered No.

(City or town)

Lincoln

City or Town

Lincoln

No.

State Road

St.,

Ward

(If death occurred in a hospital or institution, give its NAME instead of street and number)

2 FULL NAME

John Walter Nelson

(If U. S. War Veteran, specify WAR)

(a) Residence.

No. State Road (Mass. Ave.)

St.,

Ward,

Length of residence in city or town where death occurred 67 yrs.

mos.

days. How long in U. S., if of foreign birth? yrs. mos. days.

PERSONAL AND STATISTICAL PARTICULARS

3 SEX

M

4 COLOR OR RACE

W

5 SINGLE, MARRIED, WIDOWED,

or DIVORCED (write the word)

Married

5a If married, widowed, or divorced

HUSBAND of

(or) WIFE of

Hollie Nelson

6 AGE

Years

Months

Days

IF LESS than
1 day, hrs.
or min.

67

9

16

IF STILLBORN, enter that fact here

7 OCCUPATION OF DECEASED

(a) Trade, profession, or
particular kind of work

Farmer

(b) Name of employer

8 BIRTHPLACE (City)

(State or country)

Lincoln

9 NAME OF
FATHER

George Nelson

10 BIRTHPLACE OF
FATHER (City)

(State or country)

Lincoln

11 MAIDEN NAME
OF MOTHER

A. Marion Bigelow

12 BIRTHPLACE OF
MOTHER (City)

(State or country)

Weston, Mass

13

Informant
(Address)

Mrs. Hollie Nelson

Lincoln, Mass

14

Filed
(Month) (Day) (Year)

Nov 25 1929

Thomas L. Giles

REGISTRAR

20 I HEREBY CERTIFY that a satisfactory stand-
ard certificate of death was filed with me
BEFORE the burial or transit permit was issued

Nov 23

Official
position

Thomas L. Giles

Date of
issue
of permit

Nov 23 29

Permit
No. 49

MEDICAL CERTIFICATE OF DEATH

15 DATE OF DEATH

November 22, 1929

(Month)

(Day)

(Year)

16 I HEREBY CERTIFY, That I attended deceased from

Sept 14, 1929, to Nov 22, 1929

that I last saw him alive on Nov 20, 1929

and that death occurred, on the date stated above, at
The CAUSE OF DEATH was as follows: (State fully)

Cancer of Rectum

CONTRIBUTORY

(Secondary)

(duration) yrs. mos. ds.

Where was disease contracted
if not at place of death

(duration) yrs. mos. ds.

Did an operation precede death. For what

Date of operation

Was there an autopsy

What test confirmed diagnosis

(Signed)

(Address)

Date

B. P. Dwyer
M. D.

18 PLACE OF BURIAL, CREMATION, OR REMOVAL

Myrtle Ave. Cemetery
(Cemetery) (City or town)

DATE OF BURIAL

Nov. 24. 29

19 UNDERTAKER

A. A. Marshall & Son

ADDRESS

Seymour

A TRUE COPY ATTEST:

Abney J. Thayer
Tomb Clerk

ORIGINAL REFERENCE REQUESTED

BOOK 5410 PAGE 443

MARGIN RESERVED FOR BINDING

N. B.—WRITE PLAINLY, WITH UNFADING BLACK INK—THIS IS A PERMANENT RECORD. Every item of information should be carefully supplied. AGE should be stated EXACTLY. PHYSICIANS should state CAUSE OF DEATH in plain terms, so that it may be properly classified. Exact statement of OCCUPATION is very important. See instructions and extracts from the laws on back of certificate.

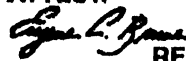
200M 7-28 No. 2787-c

10.75

663

201 05/29/99 11:45:41 663

RECEIVED & ENTERED
MIDDLESEX COUNTY
REGISTRY OF DEEDS
SOUTHERN DISTRICT
ATTEST:


REGISTER

WRITE PLAINLY. UNFADING BLACK INK — THIS IS A PERMANENT RECORD. Information should be fully supplied. AGE should be stated EXACTLY. PHYSICIANS should state CAUSE OF DEATH in plain terms, so that it may be properly classified. Exact statement of OCCUPATION is very important. See instructions and extracts from the laws on back of certificate.

664

20 05/22/99 10:45:42

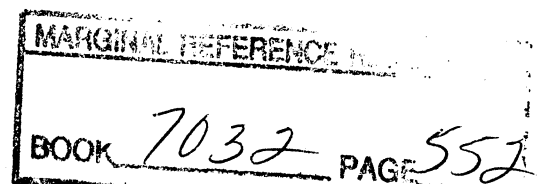
If deceased was a U. S. War Veteran, G. L. Chap. 46, Section 10, requires physicians to insert a recital to that effect.

100M-7-46-19068

PLACE OF DEATH		The Commonwealth of Massachusetts OFFICE OF THE SECRETARY DIVISION OF VITAL STATISTICS STANDARD CERTIFICATE OF DEATH		To be filed for burial permit with Board of Health or its Agent.	
1 Middlesex (County) Lincoln (City or Town)		No. Mass. Avenue, R. F. D.		St. { (If death occurred in a hospital or institution give its NAME instead of street and number) }	
2 FULL NAME Mrs. Nellie M. Nelson (Newton) (If deceased is a married, widowed or divorced woman, give also maiden name.)				PHYSICIAN-IMPORTANT (Was deceased a U. S. War Veteran, if so specify WAR)	
(a) Residence. No. Massachusetts Ave, Lincoln St. (Usual place of abode)				(If nonresident, give city or town and State)	
Length of stay: In hospital or institution no (Before death) (Specify whether)		years months days.		In this community 60 yrs. mos. days.	
PERSONAL AND STATISTICAL PARTICULARS			MEDICAL CERTIFICATE OF DEATH		
3 SEX Female	4 COLOR OR RACE white	5 SINGLE (write the word) MARRIED WIDOWED or DIVORCED	18 DATE OF DEATH April 23, 1948 (Month) (Day) (Year)		
5a If married, widowed or divorced HUSBAND of (Give maiden name of wife in full) (or) WIFE of John W. Nelson (Husband's name in full)			19 I HEREBY CERTIFY, That I attended deceased from 1939, to 4/23, 1948 I last saw her alive on 4/11, 1948, death is said to have occurred on the date stated above, at 3 P. m. Immediate cause of death		
6 Age of husband or wife if alive. years			Due to		
7 IF STILLBORN, enter that fact here.			Due to		
8 AGE 83 Years Months Days If less than 1 day Hours Minutes			Other conditions		
9 Usual Occupation: Housewife			(Include pregnancy within 3 months of death)		
10 Industry or Business: at home			Major findings: Of operations		
11 Social Security No. none			Of autopsy		
12 BIRTHPLACE (City) Syracuse, N. Y. (State or Country)			What test confirmed diagnosis? usual		
13 NAME OF FATHER Oscar C. Newton			20 Was disease or injury in any way related to occupation of deceased? If so, specify		
14 BIRTHPLACE OF FATHER (City) New York State (State or Country)			(Signed) R. Johnson, M. D. (Address) Longwood man Date 4/11/48		
15 MAIDEN NAME OF MOTHER Mary Beach			21 Mural Cemetery, Lexington Place of Burial, Cremation or Removal. (City or Town)		
16 BIRTHPLACE OF MOTHER (City) New York (State or Country)			DATE OF BURIAL April 26, 1948		
17 Informant Mr. Walter H. Nelson (son) (Address) Mass. Avenue, Lincoln			22 NAME OF FUNERAL DIRECTOR Albert F. Daughlass ADDRESS 1844 Mass. Avenue, Lexington		
I HEREBY CERTIFY that a satisfactory standard certificate of death was filed with me BEFORE the burial or transit permit was issued: William H. Davis (Signature of Agent of Board of Health or other)			Received and Filed APR 24 1948 William H. Davis (Registrar)		
John Clark (Official Designation)			APR 24 1948 William H. Davis (Registrar)		

A TRUE COPY ATTEST:

Nancy J. Thelma
Treasurer



BK302306091

87

AFFIDAVIT UNDER G.L. c. 183, sec. 5b

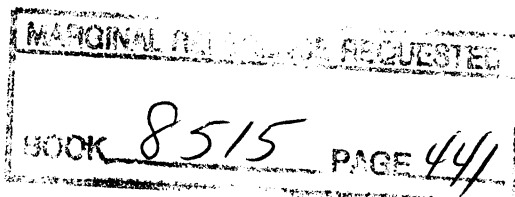
Property Address: Parcel 31-1, Assess-
ors Plan, Lincoln MA. 14.5 Acs.
Book 8515
Page 441

I, Donald F. Smith, of 415 Concord Avenue, Belmont, Middlesex County, MA. hereby certify that I am an attorney at law with offices at said address, and that the facts stated in the following affidavit are relevant to the title to the premises therein described and will be of benefit and assistance in clarifying the chain of title thereto.

I, Donald F. Smith, having personal knowledge of the facts herein stated, under oath depose and say as follows:

1. I examined the title to a parcel of land off the northerly side of Route 2, the Turnpike, in Lincoln, which parcel formerly constituted a portion of the "Nelson Farm" and is shown on a certain plan entitled "Land in Lincoln owned by W. Newton Nelson and Eleanor R. Nelson, Horace F. Tuttle, C.E., dated September 12, 1953. Said plan is recorded with Middlesex South District Registry of Deeds as Plan No. 1293 of 1955, at Book 8515, Page 441.

1.



18.25
665
192 05/28/99 11:45:43

2. Title to the Nelson Farm property was owned by John W. Nelson and Charles E. Nelson, brothers, as tenants in common. They obtained title from the estate of their father, George Nelson, who died intestate in 1912 (see Middlesex Probate Case No. 96560).

3. Said George Nelson left surviving him four children as his only heirs-at-law, namely the above mentioned John W. Nelson and Charles E. Nelson, as well as another son, George A. Nelson and a daughter, Charlotte M. Kidder.

4. The son George (A.) Nelson died intestate in 1913 (see Middlesex Probate Case No. 96810), leaving as his only heirs-at-law the aforementioned John W. Nelson, Charles E. Nelson and Charlotte M. Kidder.

5. By deed dated January 12, 1915 and recorded with said Deeds at Book 3943, Page 47, the said Charlotte M. Kidder conveyed her one undivided third share in the Nelson Farm property (obtained as an heir-at-law of her father George and of her brother, George A. Nelson) to her two surviving brothers, the said John W. Nelson and Charles E. Nelson.

6. By deed dated October 28, 1929, and recorded with said Deeds at Book 5410, Page 443, the said John W. Nelson conveyed all of his right, title and interest in and to the property of the Nelson Farm, to his wife Nellie N. Nelson, making Nellie N. Nelson now a co-tenant in common with her brother-in-law, Charles E. Nelson.

7. The said John W. Nelson, husband of Nellie N. Nelson, died less than a month later, on November 22, 1929. See death certificate recorded herewith.

8. The said Charles E. Nelson died intestate on January 20, 1933 (see Middlesex Probate Case No. 194767), leaving surviving him his sister, Charlotte M. Kidder, and his nephew, W. Newton Nelson, as his only heirs-at-law. The nephew W. Newton Nelson, would have to be the son of the late John W. Nelson and Nellie N. Nelson.

9. The said Charlotte M. Kidder by deed dated July 24, 1934, recorded with said Deeds at Book 5840, Page 162, conveyed all of her "right, share, title and interest which I may have acquired as heir of Charles E. Nelson" in and to the 200 acre "Nelson Farm" to W. Newton Nelson. At this point, W. Newton Nelson was now a co-tenant in common of an undivided half interest with his own mother, Nellie N. Nelson.

10 By deed dated August 9, 1946 and recorded with said Deeds in Book 7032, Page 552, W. Newton Nelson and Nellie N. Nelson conveyed, through a straw, five parcels of land situated in Lincoln and designated as Parcels A, B, C, D and E. These five parcels were shown on a certain plan entitled "Land in Lincoln, Mass.", dated April 21, 1941, Barnes & Co., Civil Engineers, and was recorded with said deeds as Plan No. 1216 of 1946 at Book 7032, Page 552.

11. This was followed by a deed dated August 9, 1946 and recorded with said Deeds in Book 7032, Page 555, running from the straw to W. Newton Nelson and Eleanor R. Nelson, husband and wife as tenants by the entirety. This plan was intended to show the remaining 174.83 acres of the Nelson Farm in Lincoln (a small tract also lay in Lexington), and Parcel E was claimed to contain our within "locus tract" as shown on later locus plan, Book 8515, Page 441.

12. A study of Parcel E on plan 7032-552, and the bounds and compass directions shown thereon, clearly shows that a portion of "locus tract" lay within Parcel E, but a portion thereof also lay outside of the perimeter of Parcel E. Parcel E also encroached upon land of other abutter-owned tracts. This problem was exacerbated by the fact that one co-owner tenant in common, Nellie N. Nelson, disappears from the record so far as any "Nelson Farm" properties were concerned.

13. A search of the Town Clerk's records in Lincoln showed that Nellie N. Nelson, a/k/a Nellie M. Nelson (Newton) died in Lincoln on April 23, 1948. The informant on her death certificate is "Mr. Walter N. Nelson, son", who is one and the same person as W. Newton Nelson (Walter having been the father, John's middle name, and Newton having been Nellie's maiden name). Her late husband, John, is also designated as deceased husband on Nellie's certificate. See that death certificate recorded herewith. Nellie N. Newton's estate has never been probated, but from the record of

the estate of Charles E. Nelson, before referred to where W. Newton Nelson is referred to as sole nephew, and from the death certificate where Walter N. Nelson is listed as son, it would appear that W. Newton Nelson is the only heir-at-law of Nellie N. Nelson.

14. By deed dated February 8, 1952, recorded with said Deeds at Book 7862, Page 247, W. Newton Nelson and Eleanor R. Nelson, husband and wife, purport to convey the aforementioned Parcel E from plan 7032/552, to D'Arrigo Bros. of Massachusetts. This deed references the deed from the straw at Book 7032, Page 555 as the source of title.

15. Later by deed dated August 16, 1954 and recorded with said Deeds at Book 8515, Page 441, W. Newton Nelson and Eleanor R. Nelson, husband and wife, convey "locus tract" to D'Arrigo Bros. Co. of Massachusetts, and designated "D'Arrigo Bros Co. Nelson Lot 14.5 Acres" on the plan recorded therewith. The deed states that "this deed is given to confirm a prior deed in Book 7862, Page 247 wherein bounds and areas were described as shown on plan therein mentioned which was in error". (See paragraph 14 hereinabove)

16. A later plan entitled "Plan of Land in Lincoln, Mass., compiled by Horace Tuttle, C.E. for D'Arrigo Bros. Co." dated September 12, 1953, was recorded with said Deeds as Plan No. 1526 of 1955 at Book 8538, Page End, and our within "locus tract" is shown thereon in its proper position and with proper linear bounds, together with several other tracts of land which had been conveyed by other

title sources to D'Arrigo Bros. Co. of Massachusetts.

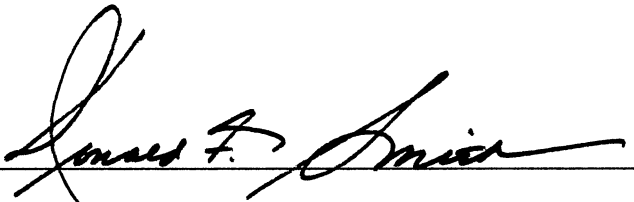
17. Massachusetts Conveyancers Association Title Standard No. 14 (Missing Probates) establishes that the lack of probate proceedings on Nellie N. Newton does not make title dependant on a deed from heirs defective if she died more than 25 years ago and a recorded death certificate shows the date and place of death, and a recorded affidavit names the decedents heirs, states that the decedant died intestate, and declares that no probate proceedings have been filed in any jurisdiction, or, the decedent died more than 50 years ago and recorded instruments in the chain of title of land of the decedent identify the heirs.

18.(As a sidelight, I found a Middlesex Probate Case on W. Newton Nelson (Case No. 92P-5719-E). He died on May 31, 1990, leaving his widow, Eleanor R. Nelson and a daughter, Deborah Nelson, surviving. I found a phone listing in Bedford under Eleanor's name but at a different address from the probate petition. I called it yesterday and it was answered by her daughter, Deborah, who was down for the day from Exeter, New Hampshire. Eleanor has recently undergone a stroke at the age of 90 and is in rehab currently. The daughter, Deborah, confirmed for me that her father W. Newton Nelson, was the only child of John W. Nelson and Nellie N. Nelson.)

19. The deed, then, mentioned in paragraphs 10 and 11 clearly ran from mother and son, tenants in common, through the straw,

and from the straw into the son and his wife, Eleanor. Therefore the deed from W. Newton Nelson and Eleanor conveyed good title to the parcel described in the confirmatory deed mentioned in paragraph 15, to D'Arrigo Bros. Co. of Massachusetts.

Signed under the penalties of perjury this 28th day of May, 1999.


Donald F. Smith

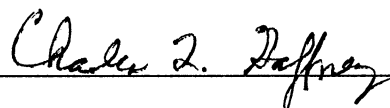
COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

May 28th, 1999.

Then personally appeared the above named Donald F. Smith and made oath that the foregoing statement is true and acknowledged the foregoing to be his free act and deed, before me,

My comm. expires: 6/29/2002


Charles L. Gaffney

RECEIVED & ENTERED
MIDDLESEX COUNTY
REGISTRY OF DEEDS
SOUTHERN DISTRICT
ATTEST:

James L. Jones

REGISTER

BK30230PG099

THE COMMONWEALTH OF MASSACHUSETTS

TOWN OF LINCOLN

NAME OF CITY OR TOWN

No

97

OFFICE OF THE COLLECTOR OF TAXES

GEOFF MCGEAN

LINCOLN TOWN OFFICES

LINCOLN, MA 01773

Apr 15 1999

I certify from available information that all taxes, assessments and charges now payable that constitute liens as of the date of this certificate on the parcel of real estate specified in your application received on Apr 07 1999, _____ are listed below.

DESCRIPTION OF PROPERTY

ASSESSED OWNER: DARRIGO BROS CO OF MASSA
LOCATION OF PROPERTY: 0 CAMBRIDGE TP, Lincoln, MA 01773
PARCEL IDENTIFICATION: 0350003000 Book 7815 Page 242 D/D 10/19/51
LAND AREA: 24.200 A Tax Rate: \$11.89/thousand
VALUATION: \$74,400

FISCAL YEAR	1999	1998	1997
TAX			
*Preliminary	\$0.00		
Actual <u>Semiannual</u>	884.62	\$873.86	\$436.04
DISTRICT TAX			
*Preliminary			
Actual			
BETTERMENTS/SPECIAL ASSESSMENTS			
Committed Interest			
UTILITY LIENS			
Water	\$0.00		
Sewer			
Electric			
Committed Interest	0.00		
Collection Charges	0.00		
OTHER LIENS			
Committed Interest			
Collection Charges			
TOTAL BILLED	\$884.62	\$873.86	\$436.04
Payments	442.31	\$873.86	\$436.04
Abatements/Exemptions	0.00		
Charges and Fees	0.00		
Interest to <u>Apr 15 1999</u>	0.00		
Interest per diem	\$0.00		
BALANCE DUE: <u>5/3/99</u>	\$442.31	NONE	NONE

*PRELIMINARY TAXES generally represent no more than 50% of prior year's tax.

UNPAID BETTERMENTS/SPECIAL ASSESSMENTS NOT YET ADDED TO TAX:

Interest from _____ to be added.

IMPROVEMENTS VOTED FOR WHICH THERE WILL PROBABLY BE BETTERMENTS/SPECIAL ASSESSMENTS:

UNPAID UTILITY CHARGES:

OTHER UNPAID CHARGES:

☐ This property is in tax title. Contact the Treasurer for outstanding amounts.

All of the amounts listed above are to be paid to the Collector.

I have no knowledge of any other outstanding amount that constitutes a lien.

RECEIVED & ENTERED
MIDDLESEX COUNTY
REGISTRY OF DEEDS
SOUTHERN DISTRICT
ATTEST:
Edgar L. Jones
REGISTER

RECEIVED
CITY SOLICITOR'S
OFFICE
MAY 4 11 10 AM '99

81

QUITCLAIM DEED (5/27/99)

D'ARRIGO BROS. CO., OF MASSACHUSETTS, for consideration paid, and in full consideration of One Dollar, grants to William G. Constable, Kenneth E. Bassett, Robert C. Brannen, William A. King, Gwyneth E. Loud, Richard K. Nichols, Katherine M. Preston, Paul Svetz and Robert H. Webb, Trustees of the LINCOLN LAND CONSERVATION TRUST, a Massachusetts non-profit organization under Declaration of Trust dated November 11, 1957, recorded with Middlesex South District Registry of Deeds at Book 9101, Page 475, and amendments to said Trust duly recorded in said Registry, having an address at P.O. Box 6022, Lincoln Center, Massachusetts, 01773, and its successors and permitted assigns, with Quitclaim Covenants-

A certain parcel of land, containing 24.2 acres in Lincoln, Middlesex County, Massachusetts, designated as Lincoln Assessors Lot 35-3, and being shown as Parcel "A" on a Plan, dated September, 1951, recorded in Middlesex South Registry of Deeds as Plan No. 1765 of 1951 in Book 7815, Page 242, to which plan reference is made for a more particular description of the premises.

Said Lot is conveyed subject to and with the benefit of easements, restrictions, reservations, and rights of way of record insofar as the same are now in force and applicable and further subject to any and all taxes assessed with respect to said premises.

Being the same premises conveyed to the grantor by deed recorded with Middlesex South Deeds in Book 7815, Page 242.

The consideration for this conveyance being less than \$100.00, no documentary stamps are required and none is affixed hereto.

Witness our hand and seal this 28 day of MAY, 1999

Peter A. D'Arrigo
D'ARRIGO BROS. CO., OF MASSACHUSETTS

Commonwealth of Massachusetts

Middlesex, ss.

PETER A. D'ARRIGO JR. Date MAY 28, 1999
PRESIDENT OF

Then personally appeared the above-named D'ARRIGO BROS. CO., OF MASSACHUSETTS and acknowledged the foregoing instrument to be their free act and deed, before me, by PETER A. D'ARRIGO, JR.
ITS PRESIDENT

[Signature]
Notary Public
My Commission Expires:

BRUCE I. MILLER, Notary Public
My Commission Expires August 27, 2004

COPIES 11/11/99 June

667

MSD 05/28/99 11:45:46

RECEIVED & ENTERED
MIDDLESEX COUNTY
REGISTRY OF DEEDS
SOUTHERN DISTRICT
ATTEST:
James L. Jones
REGISTER

RECORDED
INDEXED
JAN 10 1917



CITY OF CAMBRIDGE
CAMBRIDGE, MASSACHUSETTS 02139
TEL 349-4300
FAX 349-4307



H.

EXECUTIVE DEPARTMENT
ROBERT W. HEALY
City Manager

March 22, 1999

RICHARD C. ROSSI
Deputy City Manager

To The Honorable, The City Council:

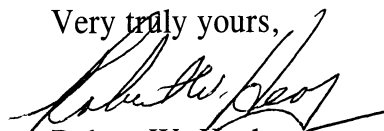
I am hereby requesting the appropriation of \$190,000 to the Public Investment Fund Water Department Extraordinary Expenditure Account. For the past year the City of Cambridge has been working in a cooperative effort with the Town of Lincoln and the Lincoln Land Conservation Trust (LLCT) to acquire 87 acres of land adjacent to Route 2 for the purposes of conservation and water supply protection. The Town of Lincoln developed an option agreement with the landowner that if the Town of Lincoln bought a 57-acre parcel for \$190,000, he would donate an adjacent 20-acre parcel to the Town.

Since this land is in the Cambridge Watershed, in fact Hobbs Brook (see map attached) flows through this parcel, the Town of Lincoln and the LLCT asked the City of Cambridge to assist in purchasing the 57-acre parcel.

The Town of Lincoln was not eligible to apply to the State for a Self-Help Grant, however, the City of Cambridge was. The City received a Self-Help Grant for \$98,600 and a donation of \$44,000 from the (LLCT). In order for the City to receive the grant and the donation, the City must first purchase the land and then will subsequently be reimbursed. Therefore, I request the City Council appropriate \$190,000 for the purchase of 57 acres of land in the Town of Lincoln. After reimbursement, the cost for 87-acre transaction to the City will be \$47,400, which will be funded by water receipts.

This is a wonderful opportunity for the City to purchase water supply land at a minimal cost and assist the Town of Lincoln who has over the years been a great advocate for protecting the Cambridge's Watershed.

Very truly yours,


Robert W. Healy
City Manager

RWH/mec

**IN CITY COUNCIL
CITY OF CAMBRIDGE
March 22, 1999**

INTRODUCED BY CITY MANAGER ROBERT W. HEALY

AN ORDER CONCERNING APPROPRIATIONS FOR THE FISCAL YEAR BEGINNING JULY 1, 1998

ORDERED: That in addition to sums previously appropriated by the City Council for the fiscal period 1998-99 the following sum is hereby appropriated in the Public Investment Fund of the City of Cambridge:

OTHER						
FUNCTION	DEPARTMENT OR PROGRAM	SALARY & WAGES	ORDINARY MAINTENANCE	TRAVEL & TRAINING	EXTRAORDINARY EXPENDITURES	APPROPRIATIONS
Community Maintenance & Development	Water				\$190,000	\$190,000.00

BE IT FURTHER ORDERED: That the above acceptance and appropriation in the Public Investment Fund to be financed by estimated revenues drawn from the following sources:

FINANCING PLAN	REVENUE
Self Help Grant	\$98,600.00
Donation/Lincoln Land Conservation Trust	\$44,000.00
Water Receipts	\$47,400.00

CHARTER RIGHT EXERCISED BY COUNCILLOR SULLIVAN.

March 29, 1999

INTRODUCED BY CITY MANAGER ROBERT W. HEALY

AN ORDER CONCERNING APPROPRIATIONS FOR THE FISCAL YEAR BEGINNING JULY 1, 1998

ORDERED: That in addition to sums previously appropriated by the City Council for the fiscal period 1998-99 the following sum is hereby appropriated in the Public Investment Fund of the City of Cambridge:

OTHER		SALARY & WAGES	ORDINARY MAINTENANCE	TRAVEL & TRAINING	EXTRAORDINARY EXPENDITURES	APPROPRIATIONS
FUNCTION	DEPARTMENT OR PROGRAM					
Community Maintenance & Development	Water				\$190,000	\$190,000.00

BE IT FURTHER ORDERED: That the above acceptance and appropriation in the Public Investment Fund to be financed by estimated revenues drawn from the following sources:

FINANCING PLAN	REVENUE
Self Help Grant	\$98,600.00
Donation/Lincoln Land Conservation Trust	\$44,000.00
Water Receipts	\$47,400.00

In City Council March 29, 1999.
Adopted by a ye and nay vote:-
Yeas 9; Nays 0; Absent 0.
Attest:- D. Margaret Drury, CityClerk.

A true copy;

ATTEST:-


D. Margaret Drury

INTRODUCED BY CITY MANAGER ROBERT W. HEALY

AN ORDER CONCERNING APPROPRIATIONS FOR THE FISCAL YEAR BEGINNING JULY 1, 1998

ORDERED: That in addition to sums previously appropriated by the City Council for the fiscal period 1998-99 the following sum is hereby appropriated in the Public Investment Fund of the City of Cambridge:

OTHER		SALARY & WAGES	ORDINARY MAINTENANCE	TRAVEL & TRAINING	EXTRAORDINARY EXPENDITURES	APPROPRIATIONS
FUNCTION	DEPARTMENT OR PROGRAM					
Community Maintenance & Development	Water				\$190,000	\$190,000.00

BE IT FURTHER ORDERED: That the above acceptance and appropriation in the Public Investment Fund to be financed by estimated revenues drawn from the following sources:

FINANCING PLAN	REVENUE
Self Help Grant	\$98,600.00
Donation/Lincoln Land Conservation Trust	\$44,000.00
Water Receipts	\$47,400.00

In City Council March 29, 1999.
Adopted by a yeas and nays vote:-
Yeas 9; Nays 0; Absent 0.
Attest:- D. Margaret Drury, City Clerk.

A true copy;

ATTEST:-


D. Margaret Drury
City Clerk

City of Cambridge

MASSACHUSETTS

In City Council March 29, 1999

Charter Right # 1

YEA	NAY	ABSENT	PRESENT	
✓				Ms. Kathleen L. Born
✓				Ms. Henrietta Davis
✓				V. Mayor Anthony Galluccio
✓				Mr. Kenneth E. Reeves
✓				Ms. Sheila T. Russell
✓				Mr. Michael A. Sullivan
✓				Mr. Timothy J. Toomey, Jr.
✓				Ms. Katherine Triantafillou
✓				Mayor Francis H. Duehay

9 0 0 0

**IN CITY COUNCIL
CITY OF CAMBRIDGE
March 22, 1999**

INTRODUCED BY CITY MANAGER ROBERT W. HEALY

AN ORDER CONCERNING APPROPRIATIONS FOR THE FISCAL YEAR BEGINNING JULY 1, 1998

ORDERED: That in addition to sums previously appropriated by the City Council for the fiscal period 1998-99 the following sum is hereby appropriated in the Public Investment Fund of the City of Cambridge:

OTHER					
FUNCTION	DEPARTMENT OR PROGRAM	SALARY & WAGES	ORDINARY MAINTENANCE	TRAVEL & TRAINING	EXTRAORDINARY EXPENDITURES APPROPRIATIONS
Community Maintenance & Development	Water				\$190,000.00

BE IT FURTHER ORDERED: That the above acceptance and appropriation in the Public Investment Fund to be financed by estimated revenues drawn from the following sources:

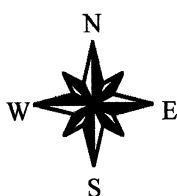
FINANCING PLAN	REVENUE
Self Help Grant	\$98,600.00
Donation/Lincoln Land Conservation Trust	\$44,000.00
Water Receipts	\$47,400.00

CHARTER RIGHT EXERCISED BY COUNCILLOR SULLIVAN.

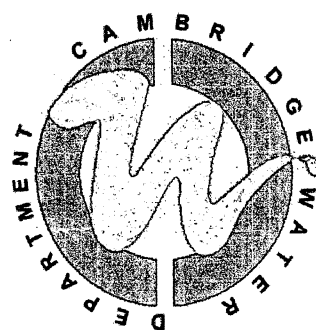


Land Acquisition for City of Cambridge

-  Land to be purchased by City of Cambridge (with a Self-Help Grant). Approx. 57 acres
-  Land to be donated to Lincoln Conservation Commission Approx. 20 acres
-  10 ft Contour Lines
-  Open Water
-  Wetlands & Seasonal Surface Water
-  Wetlands



600 0 600 1200 Feet



Sources:

Basemap data including roads, rail lines, hydrography, buildings and town boundaries: Boston Edison Co., 1991.

Wetlands: DEP/Wetlands Conservancy Program

10 Foot Contour Lines: MassGIS

Land Acquisition should be finalized by Summer of 1999

Consent Agenda #4.

55 Col. 1
F

Communication relative to an
order requesting the appropriation
of \$190,000 to the Public
Investment Fund Water Department
Extraordinary Expenditures
Account to provide funds for the
purchase of land adjacent to Route
2 for the purpose of conservation
and water supply protection.

In City Council March 22, 1999.

CHARTER RIGHT
BY Councillor Sullivan

3/29/99

ORDER ADOPTED