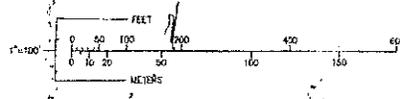
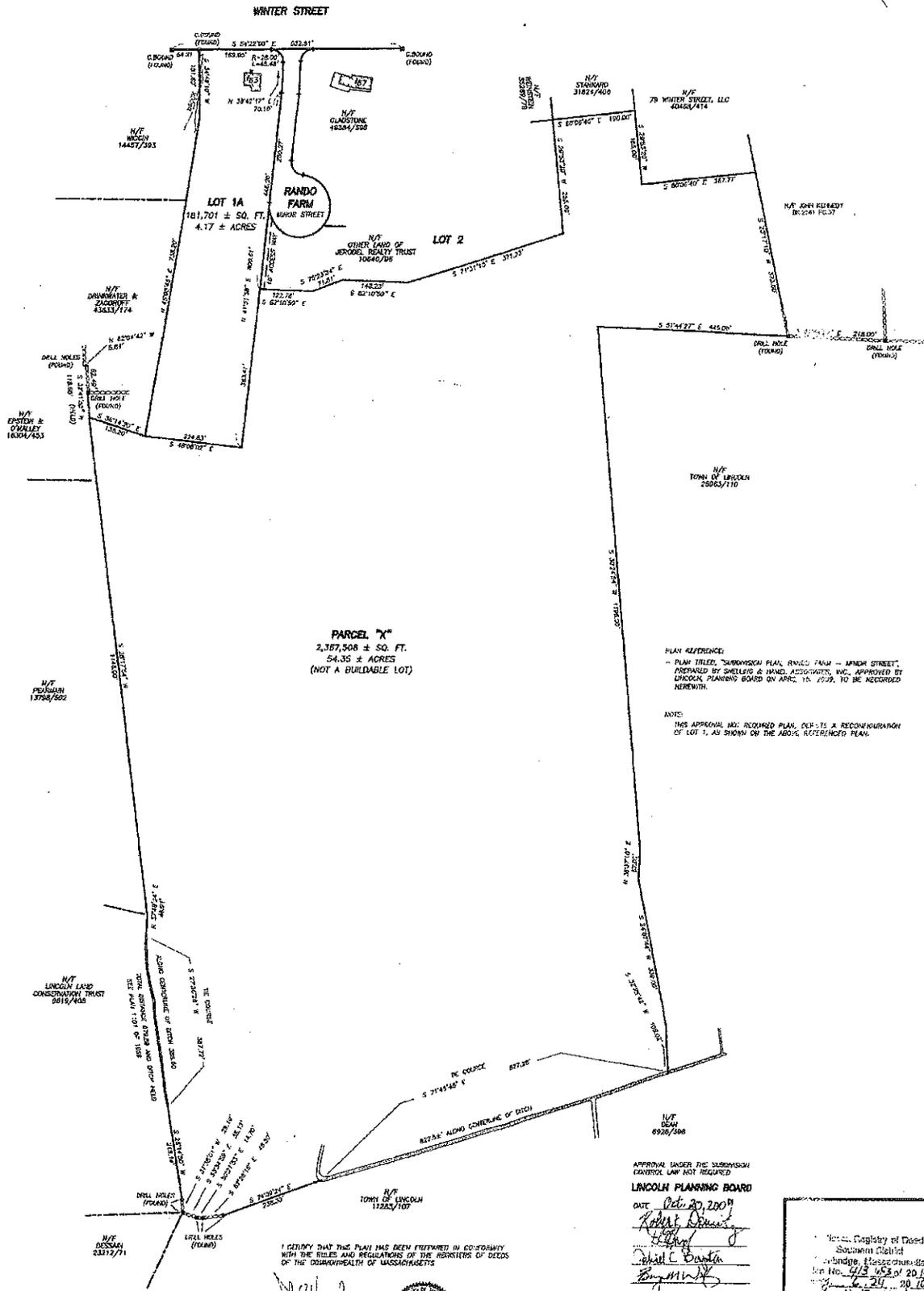


PLAN OF LAND  
**LINCOLN, MASSACHUSETTS**  
 1 INCH = 100 FEET OCTOBER 9, 2009  
 SHELLING & HAVEL ASSOCIATES, INC.  
 PROFESSIONAL LAND SURVEYORS & ENGINEERS  
 10 LEWIS STREET, P.O. BOX 102  
 LINCOLN, MASSACHUSETTS 01773

OWNER OF RECORD:  
 JERODEL REALTY TRUST  
 BK.10640 PG.96



DATE: 10-9-2009  
 SHELLING & HAVEL ASSOCIATES, INC.



**PARCEL "X"**  
 2,387,508 ± SQ. FT.  
 54.35 ± ACRES  
 (NOT A BUILDABLE LOT)

PLAN REFERENCE:  
 - PLAN TITLED "SUBDIVISION PLAN, RANCO FARM - MINOR STREET", PREPARED BY SHELLING & HAVEL ASSOCIATES, INC., APPROVED BY LINCOLN PLANNING BOARD ON APRIL 15, 2009, TO BE RECORDED HEREWITH.

NOTE:  
 THIS APPROVAL DOES NOT REQUIRE PLAN, DEPUTY'S & RECONSTITUTION OF LOT 1, AS SHOWN ON THE ABOVE REFERENCED PLAN.

I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTER OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS

JOHN R. HAVEL  
 PROFESSIONAL LAND SURVEYOR  
 DATE: 10-9-2009



APPROVAL UNDER THE SUBDIVISION CONTROL LAW NOT REQUIRED

LINCOLN PLANNING BOARD

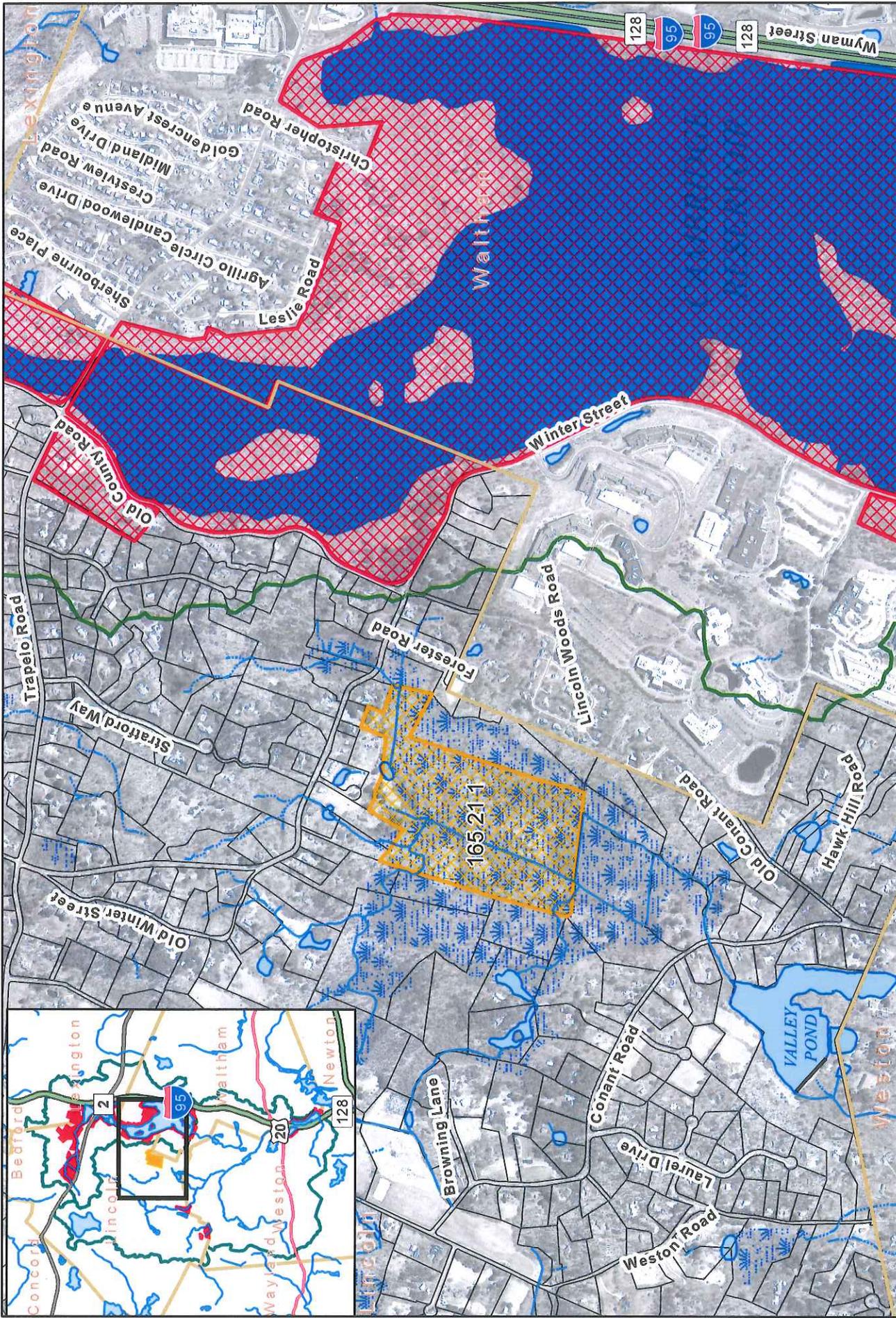
DATE: October 20, 2009

*Robert Deane*  
*John Deane*  
*Paul C. Deane*  
*Benjamin Deane*

Register of Deeds,  
 Southern District  
 Middlesex County, Massachusetts  
 Book No. 413 Page No. 103  
 Filed for Record on 10-20-09  
 at 10:19 A.M.

PLANNING BOARD APPROVAL UNDER THE SUBDIVISION CONTROL LAW IS NOT A SUBSTITUTION OF PERFORMANCE WITH ZONING BY-LAW.

413 103

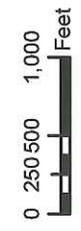


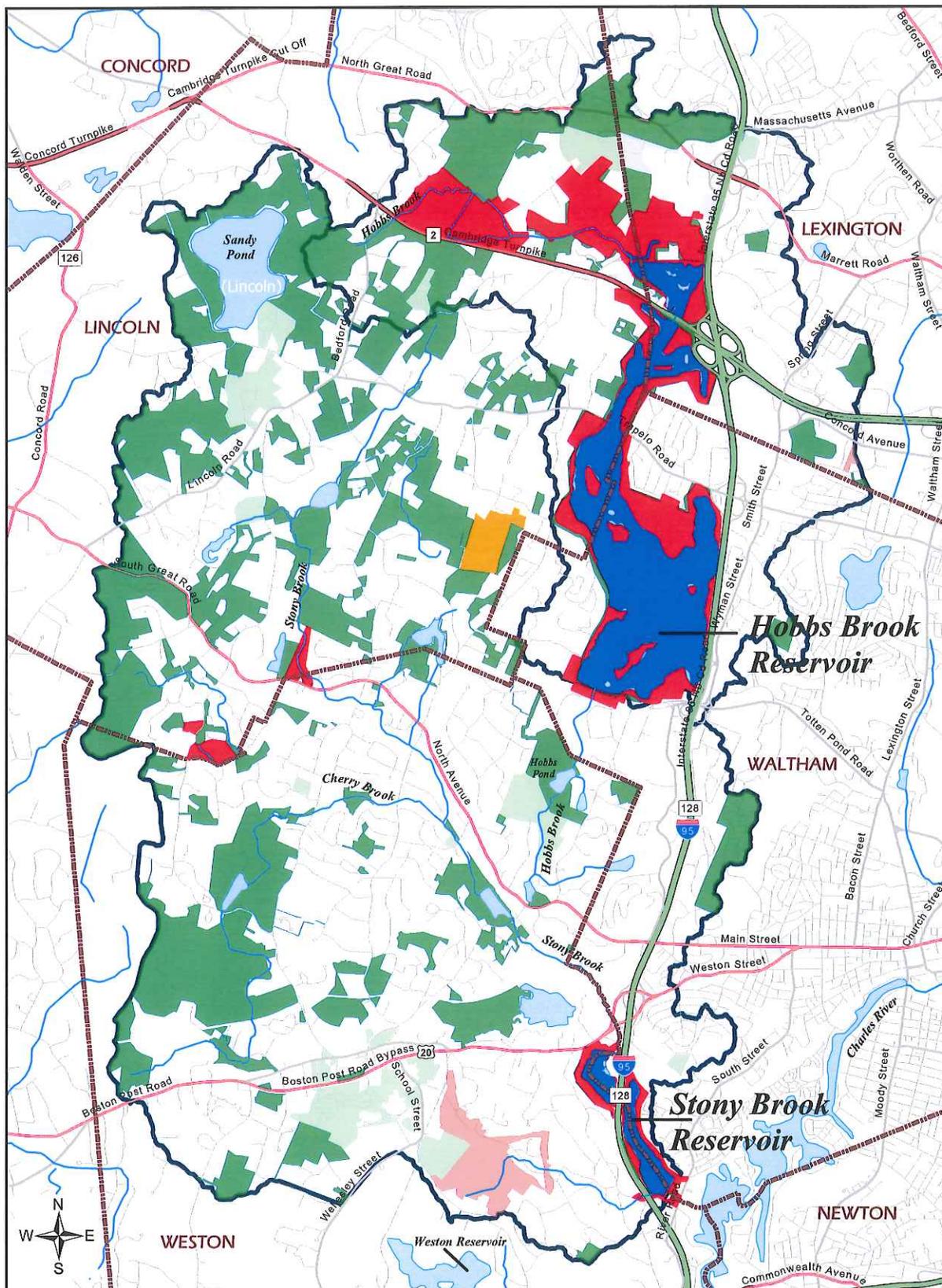
### Rando Stankard Property

Lincoln Parcel #165 21 1

### Legend

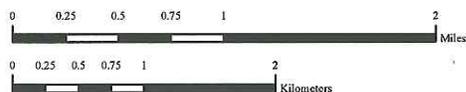
-  MA Towns
-  Acquisition Parcel
-  City Parcels
-  Reservoir Drainage Divide





**Legend**

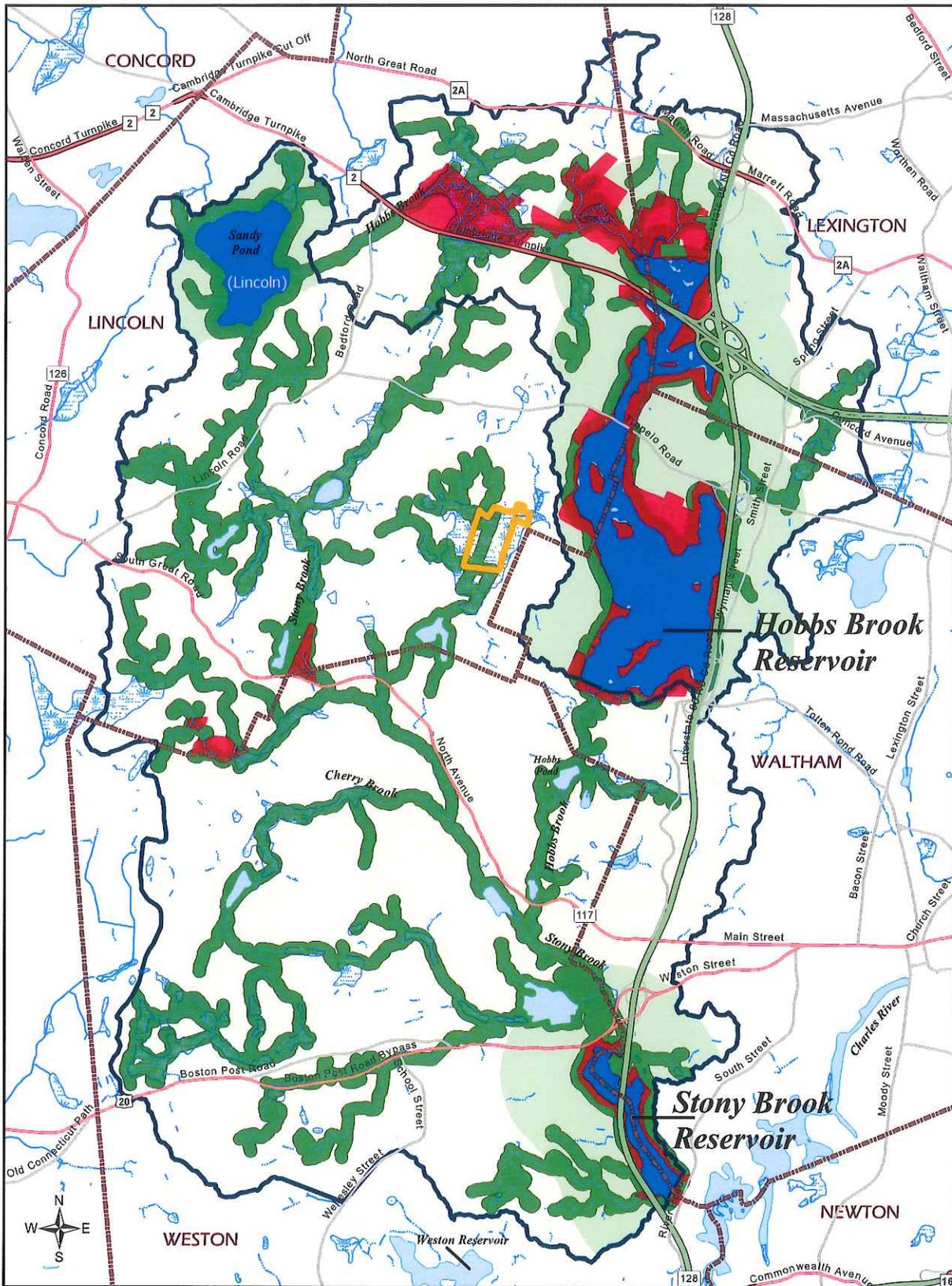
- |   |                             |                         |
|---|-----------------------------|-------------------------|
| <b>OpenSpace by Level of Protection</b> | Hobbs/Stony Brook Watershed | Acquisition Parcel      |
| In Perpetuity                           | Reservoirs                  | Cambridge Owned Parcels |
| Limited                                 | Lakes and Ponds             |                         |
| None                                    | Rivers and Streams          |                         |
| Unknown                                 | Town Boundary               |                         |



**Surface Water Supply  
Protection Plan  
Cambridge Watershed  
Protected Open Space**

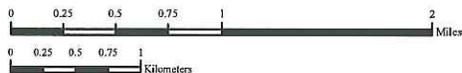


City of Cambridge Water Department  
Source: Office of Geographic Information (MassGIS),  
Commonwealth of Massachusetts EEA  
November, 2015



**Legend**

- Protection Zone A
- Zone B
- Zone C
- Hobbs/Stony Brook Watersheds
- Town Boundary
- Reservoir
- Wetland
- Submerged Wetland
- Lakes and Ponds
- Rivers and Streams
- Cambridge Owned Parcels
- Acquisition Parcel



**Surface Water Supply  
Protection Plan  
Cambridge Watershed  
DEP Protection Zones**



City of Cambridge Water Department  
Source: Office of Geographic Information (MassGIS),  
Commonwealth of Massachusetts EEA  
November, 2015

**Grantor: City of Cambridge**  
**Grantee: Town of Lincoln Conservation Commission**  
**Address of Property: 0 Winter Street, Lincoln**  
**Title Information: Book: , Page:**

**DRAFT 10/04/15**

**CONSERVATION RESTRICTION  
TO LINCOLN CONSERVATION COMMISSION**

**I. GRANTOR CLAUSE:**

We, the CITY OF CAMBRIDGE, a municipal corporation, (“Grantor”), acting pursuant to Sections 31, 32 and 33 of Chapter 184 of the Massachusetts General Laws, for charitable purposes and no consideration grant, with quitclaim covenants, to the LINCOLN CONSERVATION COMMISSION, having a mailing address of Town Offices, 16 Lincoln Road, Lincoln, MA 01773(the “Grantee”) and its successors and permitted assigns, in perpetuity and exclusively for conservation purposes, the following described Conservation Restriction on a 54.35 acre parcel of land located on Winter Street in the Town of Lincoln, Massachusetts (**Assessors Map/Parcel 165-21-1**), (The “Premises”) on a plan entitled “Conservation Restriction Plan”, Winter Street, dated \_\_\_\_\_ prepared by Snelling and Hamel Associates Inc, a reduced copy of which is attached hereto as **Exhibit A** and incorporated herein by reference (“the Plan”). For Grantor’s title see Middlesex South Registry Book \_\_\_\_\_ Page \_\_\_\_\_.

**II. PURPOSES:**

This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the General Laws and otherwise by law. The purpose of this Conservation Restriction is to assure that the Premises will be maintained in perpetuity for conservation purposes, predominantly in a natural, scenic and undeveloped condition, and to prevent any use or change that would materially impair or interfere with its conservation. The Premises contain outstanding qualities (collectively conservation values) of forested watershed land, wetlands and proximate public and private conservation lands, the protection of which in their predominantly natural or open condition will benefit the public through:

- 1) The protection of important Zone A watershed lands for the City of Cambridge Reservoir;
- 2) the preservation of an important forested landscape as part of a much larger protected area of, forested land, wetland, pond and watershed lands in Lincoln, including Pigeon Hill, Valley Brook and additional private conservation lands;
- 3) the protection of scenic vistas from Winter Street and from adjacent public conservation lands and trails;
- 4) the protection of important wildlife habitat, specifically a large wetland ecosystem;
- 5) the creation of a vital wildlife corridor linking adjacent public and private conservation lands;
- 6) the implementation of the Town’s Open Space plan through the preservation of Lincoln’s wetlands and buffer zone lands.

### 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 Grantor shall not perform or permit the following acts and uses which are prohibited on above or below the Premises:

1. Constructing or placing of any temporary or permanent building or any tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, sign, fence, billboard or other advertising display, antenna, utility pole, tower, including cell towers, conduit, line or other temporary or permanent structure or facility on, above or under the Premises, except for temporary or permanent structures necessary for watershed management;
2. Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit or otherwise make topographical changes to the area unless consistent with watershed management practices;
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 on the Premises unless reasonably undertaken as stewardship of the Premises and consistent with the conservation purposes of this Conservation Restriction;
5. Activities on the Premises detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation or archeological conservation;
6. The parking, storage, maintenance, operation or use of snowmobiles, motorcycles, mopeds, all-terrain vehicles or any other motorized or non-motorized vehicles of any kind on the Premises except for vehicles necessary for watershed protection and/or public safety in carrying out their lawful duties;
7. Subdivision, division, or conveyance of a part or portion of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), and no portion of the Premises may be used towards building or development requirements on this or any other parcel
8. The use of the Premises for more than *de minimus* commercial, recreation, business, residential or industrial use of the Premises
9. Any other uses of the Premises or activity thereon that is inconsistent with the purpose of this Conservation Restriction or that would materially impair its conservation interests.

B. Reserved Rights and Exceptions to Otherwise Prohibited Acts and Uses.

The Grantor reserves the right to conduct or permit the following activities and uses unless otherwise prohibited in Paragraph A above if and only if 1) such activities or uses do not materially impair the conservation interests that are the subject of this Conservation Restriction, and 2) such activities are undertaken in accordance with any laws, rules and regulations associated therewith:

1. Non-commercial use of Premises by the Grantor, Grantee or representative thereof for the purposes of research, education, and evaluation;
  2. Drainage Activities: Excavation and removal (with restoration) from the Premises of soil, gravel, or other mineral resource or natural deposit as may be incidental to the maintenance of good drainage, or soil conservation practices;
  3. Composting: The stockpiling and composting of stumps, trees, brush limbs and similar biodegradable material originating on the Premises, providing that such stockpiling and composting is in locations where the presence of such activities will not have a deleterious impact on the purposes (including scenic values) of this Restriction;
  4. Non-native or Nuisance Species Management: The removal of non-native, nuisance or invasive species, the control of species in a manner that minimizes damage to surrounding non-target species and preserves water quality;
  5. Wildlife Habitat Improvement: With the prior written permission of Grantee, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, including selective planting on of native trees, shrubs and plant species or wildlife enhancement on the Premises, including the planting of native species;
  6. Sign Installation: The erection, maintenance and replacement of signs with respect to watershed protection, hunting, trespass, trail access, identity and address of occupants, sale of the Premises the Grantees interest in the Premises and the protected conservation values;
  7. Recreation Activities: With the prior written agreement between the Grantor and Grantee, the installation of boardwalks or other structures necessary for the construction of a public trail;
  8. Permits: The exercise of any right reserved by Grantor under this Paragraph B shall be in compliance with zoning, the Wetlands Protection Act and all other applicable federal, state and local laws, rules, regulations and permits. The inclusion of any reserved right requiring a permit from a public agency does not imply that the Grantee or the Commonwealth takes any position whether such permit should be issued.
- C. Notice and Approval: Whenever notice to or approval by Grantee is required under the provisions of paragraphs A or B, Grantor shall notify Grantee in writing by a method requiring Grantee's acknowledgment or a receipt, not less than 60 days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purposes of this Conservation Restriction. Where Grantee's approval is required,

Grantee shall grant or withhold approval in writing within 60 days of receipt of Grantor's request. Grantee's approval shall not be unreasonably withheld, but shall only be granted upon a showing that the proposed activity shall not materially impair the purposes of this Conservation Restriction. Failure of Grantee to respond in writing within 60 days shall be deemed to constitute approval by Grantee of the request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after 60 days in the notice but only on the condition that the requested actions are not prohibited under Section II and the actions will not materially impair the purposes or conservation values of this CR.

#### 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 their condition prior to the time of the injury complained of (it being agreed that the Grantee will have no adequate remedy at law). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction. The Grantee shall have the right to pursue third party violations, and the Grantor agrees to cooperate. Grantee agrees to cooperate for a reasonable period of time prior to resorting to legal means in resolving issues concerning violations provided Grantor ceases objectionable actions and Grantee determines there is no ongoing diminution of the conservation values of the Conservation Restriction.

The Grantor and Grantee agree that the Lincoln Land Conservation Trust has provided good and valuable assistance in the creation of this Conservation Restriction, and shall be deemed and recognized as having the right to enforce all of the terms of this Conservation Restriction. Such right shall only be exercised after sixty (60) days prior written notice to Grantee and Grantee's failure to so enforce.

##### B. Non-Waiver

Enforcement of the terms of this Conservation Restriction shall be at the discretion of Grantee. 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.

##### C. Acts Beyond the Grantor's Control

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from causes beyond the Grantor's control, including but not limited to fire, flood, storm and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes.

##### D. Severability Clause

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

V. ACCESS:

- A. 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 the Grantee and its representatives; and after written notice in accordance with section IV.(A.) the Lincoln Land Conservation Trust and its representatives, are granted 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. The right of access includes the right to use any roads, easements, or rights of way the Grantor has, to access the Premises.
- B. Grantor retains right to grant with quitclaim covenants to Grantee, a perpetual, non-exclusive easement to use, and to permit members of the public to use, a portion of the Premises to be mutually agreed upon by Grantor and Grantee "Trail Easement", within which easement area a trail (the "Conservation Trail"), no greater than 5 feet wide may be constructed and maintained for such use. No motorized vehicles shall be allowed on the Conservation Trail, except 1) tractors and mowers may be used by Grantor or Grantee and its assigns for purpose of managing the trail in a manner consistent with this Conservation Restriction, and 2) in the case of an emergency. Grantee shall have the right to post and maintain notices to users regarding rules for trail use, including that the Conservation Trail extends through private land by grant of the owner, that users must stay on the Conservation Trail, and that users should pass through quietly. Grantee shall have the right at any time or times to take any reasonable action, which, in its judgment, is appropriate to assure its right to enforce or assign this easement, including, without limitation, the right to record and re-record at the sole expense of the Grantee notice of this easement with the appropriate Registry of Deeds. The potential easement created hereby is not intended to affect the use of the property with regards to zoning, specifically relating to side yard, set back or rear yard requirements. Grantor shall have no liability to Grantee for any claims or damages of any kind arising out of any easement granted pursuant to this paragraph.

VI. EXTINGUISHMENT:

A. If circumstances arise in the future such as render the purpose of this Conservation Restriction impossible to accomplish, this restriction can only be terminated or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Secretary. If any change in conditions ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with paragraph B below, subject, however, to any applicable law which expressly provides for a different disposition of the proceeds and after complying with the terms of any gift, grant, or funding requirements. Grantee shall use its share of the proceeds in a manner consistent with the conservation purpose set forth herein.

B. Proceeds. Grantor and Grantee agree that this Conservation Restriction gives rise 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 Grantee contributed to the purchase price of the property at the time of its acquisition by the Grantor. The distribution of any proceeds will occur only after complying with the terms of any gift, grant, or funding requirements.

C. 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. 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 after complying with the terms of any gift, grant, or funding requirements. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of the proceeds like a continuing trust in a manner consistent with the conservation purposes of this grant.

## 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 their successors and assigns agrees to execute any such appropriate instruments upon request.

### C. Running of the Benefit

The benefits of this Conservation Restriction shall run to the Grantee, 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 is a donee eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts, and
- (iii.) any assignment complies with the provisions required by Article 97 of the Amendments to the State Constitution, if applicable.

## 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 they divest themselves of any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantee within 20 days of such transfer. Failure to do either shall not impair the validity or enforceability of this Conservation

Restriction. Any transfer will comply with article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

The Grantor shall not be liable for violations occurring after his or her ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this CR shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

IX. ESTOPPEL CERTIFICATE:

Upon request by the Grantor, the Grantee shall within thirty (30) days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies that, to the best of its knowledge, the Grantor's compliance or non-compliance with any obligation of the Grantor contained in this Conservation Restriction.

XI. NON MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction to a non-fee owner or having taken such other action as shall ensure that merger does not occur and that the Conservation Restriction will continue to be enforceable by a non-fee owner. No grant will be effective until this Conservation Restriction is assigned to avoid merger and preserve enforcement of the terms of this Conservation Restriction by a non-fee owner.

XII. AMENDMENT

If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, Grantor and Grantee may jointly amend this Conservation Restriction; provided that no amendment shall be allowed that will affect the qualification of this Conservation Restriction or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986, as amended, or Sections 31-33 of Chapter 184 of the General laws of Massachusetts. Any amendments to this conservation restriction shall occur only in exceptional circumstances. The Grantee will consider amendments only to correct an error or oversight, to clarify an ambiguity, or where there is a net gain in conservation value. Any amendment shall be consistent with the purposes of this Conservation Restriction, shall not affect its perpetual duration, shall be approved by the Secretary of Energy and Environmental Affairs and if applicable, shall comply with the provisions of Art. 97 of the Amendments to the Massachusetts Constitution, and any gifts, grants or funding requirements. Any amendment shall be recorded in the Middlesex South Registry of Deeds.

XIII. 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 in the Middlesex South Registry of Deeds in a timely manner

XIV. NOTICES

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally, with a receipt, or sent by first class mail, postage pre-paid, by a method requiring a receipt, addressed as follows:

To Grantor: Managing Director, City of Cambridge Water Department  
250 Fresh Pond Parkway  
Cambridge MA 02138

To Grantee: Lincoln Conservation Commission  
Town Offices  
16 Lincoln Road  
Lincoln, MA 01773

or to such other address as any of the above parties shall designate from time to time by written notice to the other or if the notice is returned to sender or the addressee is unknown or not at the last known address, reasonable efforts must be made to determine a current valid address and the notice re-sent to the most current address that is reasonably ascertainable by the parties.

### XIII. GENERAL PROVISIONS

#### A. Controlling Law

The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

#### B. Liberal Construction

Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grant to effect the purpose of this Conservation Restriction and the policy and purposes of Massachusetts General Laws Chapter 184, Sections 31-33. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the purpose of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

#### C. Severability

If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provision of this Conservation Restriction shall not be affected thereby.

#### E. Entire Agreement

This instrument sets forth the entire agreement of the parties with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Restriction, all of which are merged herein.

### XIV. MISCELLANEOUS

A. Pre-existing Public Rights.

Approval of this Conservation Restriction pursuant to M.G.L. Chapter 184, Section 32 by any municipal officials and by the Secretary of Energy and Environmental Affairs 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 Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

B. Included herewith and incorporated herein are the following:

Signatures:

- Grantor: City of Cambridge
- Grantee: Lincoln Conservation Commission
- Selectmen of the Town of Lincoln
- MA Secretary of Energy and Environmental Affairs

- Exhibit A legal description
- Exhibit B "Sketch Plan"
- Exhibit C Attested vote of the Cambridge City Council to grant this Conservation Restriction

Executed under seal this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**CITY OF CAMBRIDGE, GRANTOR**

\_\_\_\_\_  
By: Richard C. Rossi, City Manager

Approved as to form:

\_\_\_\_\_  
Nancy E. Glowa, City Solicitor

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

\_\_\_\_\_, 2015

On this \_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose names are signed on the preceding or attached document in my presence.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**ACCEPTANCE OF GRANT**

The above Conservation Restriction is accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2015

**TOWN OF LINCOLN CONSERVATION COMMISSION, GRANTEE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COMMONWEALTH OF MASSACHUSETTS**

Middlesex, ss.

\_\_\_\_\_, 2015

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the persons whose names are signed on the preceding or attached document in my presence.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**APPROVAL BY SELECTMEN**

We, the undersigned being a majority of the Selectmen of the Town of Lincoln, Massachusetts, hereby certify that at a public meeting duly held on \_\_\_\_\_, 2015 the Selectmen voted to approve the foregoing Conservation Restriction to the Lincoln Conservation Commission pursuant to M.G.L.c. 184, § 32, and acknowledge and accept the right to enforce the foregoing restriction, to be administered by the Lincoln Conservation Commission.

**SELECTMEN:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

\_\_\_\_\_, 2015

On this \_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the persons whose names are signed on the preceding or attached document in my presence.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**APPROVAL BY SECRETARY OF ENERGY and ENVIRONMENTAL AFFAIRS  
COMMONWEALTH OF MASSACHUSETTS**

The undersigned, Secretary of the Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction from the City of Cambridge to the Lincoln Conservation Commission has been approved in the public interest pursuant to M.G.L. c. 184, §32.

Date: \_\_\_\_\_, 2015

\_\_\_\_\_  
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_, ss. \_\_\_\_\_, 2015

On this \_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document in my presence.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**EXHIBIT A**

---



**CITY OF CAMBRIDGE**  
MASSACHUSETTS  
Water Department  
250 Fresh Pond Parkway  
Cambridge, MA 02138  
617 349 4770  
fax 617 349 6616



September 9, 2015

Mr. Richard Rossi, City Manager  
City Hall  
795 Massachusetts Avenue  
Cambridge, MA 02139

***Subject: 2015 Lincoln Land Acquisition Recommendation***

Dear Mr. Rossi,

The Cambridge Water Board has completed an initial evaluation of one (1) parcel of land in the Cambridge Watershed for possible acquisition. The Water Department has been requested by the Lincoln Rural Land Foundation (RLF) to purchase the aforementioned undeveloped parcel that is environmentally sensitive and of high water supply value.

The 54.3 acre "Rando/Stankard" property (parcel ID# 165 21 1) in Lincoln, MA is set back from Winter Street in Lincoln in the Stony Brook headwaters region near the Waltham border. This primarily wetland area surrounds approximately one (1) mile of Stony Brook headwater streams. Forty-six percent of the land area is MassDEP Surface Water Protection Zone A (within 200 feet of a water supply tributary), making this a high priority acquisition for water supply resources protection. At the moment, development potential is low, but if Lincoln were ever to drop below 10% affordable housing, it is possible that an abutting developable property could incorporate this parcel to increase density in a 40B development. Although there is no frontage, the parcel maintains Winter Street right of way access.

The Town of Lincoln and Lincoln Land Conservation Trust owns approximately 107 surrounding/abutting acres. Purchasing this parcel would create a 161 acre contiguous, permanently protected area in a sensitive drinking water supply headwaters region, ensuring high water quality now and in the future.

For these reasons, the Board, by a unanimous vote at its regularly scheduled public meeting on September 9, 2015, recommends that the City pursue acquiring this parcel by means of purchase or otherwise for the purpose of water supply protection and conservation.

On behalf of the Board,

  
Ann C. Roosevelt, Water Board President

cc. Ms. Lisa Peterson, Deputy City Manager  
Mr. Stephen Corda, P.E. Managing Director CWD  
Mr. David Kaplan, Watershed Manager CWD  
Cambridge Water Board



Commonwealth of Massachusetts  
Executive Office of Energy & Environmental Affairs

## Department of Environmental Protection

Northeast Regional Office • 205B Lowell Street, Wilmington MA 01887 • 978-694-3200

Charles D. Baker  
Governor

Karyn E. Polito  
Lieutenant Governor

Matthew A. Beaton  
Secretary

Martin Suuberg  
Commissioner

September 16, 2015

David Kaplan  
Cambridge Water Department  
250 Fresh Pond Parkway  
Cambridge, MA 02138

**RE:** City/Town: Cambridge  
PWS Name: Cambridge Water Department  
PWS-ID No.: 3049000  
Program: Land Acquisition  
Action: Approval—Lincoln Town Assessors  
Map 165, Parcel 165-21-1  
Transmittal No.: X266585

Dear Mr. Kaplan:

Please find attached the following information:

Approval for the City of Cambridge to acquire a parcel of land in the Town of Lincoln, Massachusetts, with an area of approximately 54.3 acres, for water supply protection purposes, following a public hearing that was held on September 1, 2015. The parcel is referenced as Parcel 165-21-1 on Lincoln Town Assessors' Map 165.

Please note that the signature on this cover letter indicates formal issuance of the attached document. If you have any questions regarding this letter, please contact James Persky at (978) 694-3227.

Sincerely,

James H. Persky  
Environmental Analyst  
Drinking Water Program

Sincerely,

Thomas Mahin  
Drinking Water Section Chief  
Northeast Regional Office

cc: DWP/Boston Office (no attachment)  
Catherine Hamilton, MassDEP, Drinking Water, Boston  
Lincoln Conservation Commission, 16 Lincoln Road, Lincoln, MA 01773

File Name: Y:\DWP Archive\NERO\Cambridge-3049000-Land Acquisition-2015-09-16

On September 1, 2015, the Massachusetts Department of Environmental Protection (MassDEP) held a public hearing in its Northeast Regional Office located at 205B Lowell Street, Wilmington, MA 01887 on the fee simple acquisition of a parcel of land in Lincoln, Massachusetts. The public hearing was held in accordance with the provisions of Chapter 40, Section 41 of the General Laws as amended, in response to a June 30, 2015 application received from the City of Cambridge Water Department.

The land under consideration has an area of approximately 54.3 acres. The parcel is referenced as Parcel 165-21-1 on Town of Lincoln Assessors' Map 165. The proposed use of the land is for the water supply protection of the City of Cambridge's Stony Brook Reservoir. The parcel is within the Zone A and Zone C surface water protection areas for the Stony Brook Reservoir. Following purchase, the City plans to place the parcel under a Conservation Restriction, which will be held by the Town of Lincoln Conservation Commission.

The plan showing the subject parcel as Parcel "X" and identified by the title "Plan of Land, Lincoln, Massachusetts", dated October 9, 2009, was entered into the hearing as Exhibit 1. This plan had been recorded with the South Middlesex Registry of Deeds in 2010, when the subject parcel was subdivided from a larger parcel.

David Kaplan of the Cambridge Water Department testified that through acquisition of the subject parcel, the City could help to protect the water quality in the headwater streams that provide flow to the Stony Brook Reservoir. The application submitted by the City states that 46% of the parcel area is within the Zone A protection area for the Stony Brook Reservoir (approximately 25 acres). The Town of Lincoln and Lincoln Land Conservation Trust own 107 acres of abutting and nearby land that is protected as open space, so that this purchase will create a 161-acre contiguous protected area within the headwater area of the Stony Brook Reservoir watershed.

Testimony presented at the hearing illustrated the need for land acquisition for water supply protection purposes. No person appeared in opposition to the land acquisition, and MassDEP has not received any written comments opposing the land acquisition. After reviewing the testimony offered and the exhibits entered into the hearing, MassDEP is of the opinion that acquisition of the land in question by the City of Cambridge will serve to protect the water quality of the Stony Brook Reservoir public water supply.

MassDEP hereby **approves** the acquisition of Parcel 165-21-1 on Town of Lincoln Assessors' Map 165 for water supply protection purposes, with the following provisions:

1. A copy of the plan depicting the land and the deed transferring title to the Cambridge Water Board must be recorded at the Registry of Deeds. If the land will be under the direct ownership of the City of Cambridge rather than the Water Board, then both the plan and deed must state that the land is under the control of the Cambridge Water Board.

2. The plan must include a notation that MassDEP has approved the acquisition for water supply protection in a letter dated September 16, 2015.
3. The Applicant must notify MassDEP in writing when the acquisition is completed and must provide MassDEP with a certified copy of the recorded plan and recorded deed with the Registry of Deeds book and page for each document.
4. When the Conservation Restriction has been recorded at the Registry of Deeds, the Applicant must provide MassDEP with a certified copy of the recorded Conservation Restriction (and plan, if any) including the Registry of Deeds book and page.
5. MassDEP approval of this acquisition is effective for a period of two years from the date of this approval letter. The acquisition must be completed by September 16, 2017.

No Environmental Notification Form is required to be submitted for this land acquisition since it is categorically exempt under the Environmental Protection Regulations of Executive Office of Energy and Environmental Affairs and the acquisition of the lands, as proposed, has therefore been determined to cause no significant damage to the environment.

ORDERED: Pursuant to Section 2.110.010(g) of the Cambridge Municipal Code, the City Council by a two-thirds vote hereby orders that the City Council shall utilize a diminished process for the disposition of a Conservation Restriction to the Lincoln Conservation Commission that will protect approximately 54.35 acres of land in the City's watershed to be acquired by the City in the Town of Lincoln located at 0 Winter Street (Lincoln Assessors' parcel #165-21-1).

WHEREAS: The City of Cambridge desires to purchase from Jean Stankard, Lucy Cotoia, and Josephine K. Shaw as they are Trustees of Jerodel Realty Trust the premises numbered 0 Winter Street, Assessor's parcel #165-21-1, in the Town of Lincoln ("the Property") consisting of 54.35 acres of undeveloped land for the purposes of drinking water supply protection and land conservation; and

WHEREAS: Of the \$325,000 appraised value of the Property, the current owners are donating funds toward the purchase price and the Town of Lincoln is contributing funds so that the City will pay \$75,000 for the fee interest in the Property; the City's payment will be made from funds previously appropriated to the Cambridge Water Department for such purposes; and as a condition of the contributions by the current owners and the Town of Lincoln, the Property must be permanently protected by a conservation restriction as provided by G.L.c.184, §§31-33; and

WHEREAS: The Cambridge Water Board voted unanimously on September 9, 2015 to recommend that the City purchase the Property for purposes of water supply protection and conservation; and

WHEREAS: The Massachusetts Department of Environmental Protection, after hearing, approved on September 16, 2015 the City's acquisition of the Property for water supply protection and conservation purposes; and

WHEREAS: The City Council has determined that the granting of a permanent conservation restriction for the purpose of protecting the Property from development and from other uses that might be detrimental to the City's water supply is in the public interest and for public purposes; now therefore be it

ORDERED: That the City Council hereby authorizes the City Manager to purchase the Property on behalf of the City of Cambridge for water supply protection and conservation purposes from previously appropriated funds, and to execute any and all necessary documents on behalf of the City to effectuate this purchase in such form and substance as the City Manager determines is necessary or advisable; and

ORDERED: That the City Council, pursuant to Section 2.110.010 of the Cambridge Municipal Code, and other applicable laws, hereby authorizes the City Manager to grant, on behalf of the City of Cambridge, a permanent conservation restriction to the Lincoln Conservation Commission as provided by G.L.c.184, §§31-33 for the purposes of water supply protection and conservation, and to execute and deliver such conservation restriction in substantially the form attached hereto or in such

similar form and substance as the City Manager determines is necessary or advisable.