

**GRANTOR:** City of Somerville  
**GRANTEE:** Groundwork Somerville, Inc.  
**ADDRESS OF PREMISES:** 5 Palmer Ave.  
Somerville, MA 02145  
**FOR GRANTOR'S TITLE SEE:** Middlesex Registry  
of Deeds at Book 70678, page 253.

### **CONSERVATION RESTRICTION**

The City of Somerville, a municipal corporation with offices at City Hall, 93 Highland Avenue, Somerville, MA 02143, being the sole owner, acting by and through its Conservation Commission by authority of Section 8C of Chapter 40 of the Massachusetts General Laws, for its successors and assigns ("Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grant with QUITCLAIM COVENANTS to Groundwork Somerville, Inc., a Massachusetts non-profit corporation organized pursuant to M.G.L Chapter 180, with a mailing address of 337 Somerville Ave #2B, Somerville, MA 02143, its permitted successors and assigns ("Grantee"), for \$6,000, IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES, the following Conservation Restriction on land located in Somerville, Massachusetts containing the entirety of a 0.04 acre parcel of land ("Premises"), which Premises is more particularly described in Exhibit A and shown in the attached sketch plan in Exhibit B, both of which are incorporated herein and attached hereto.

#### **I. 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, open space, and recreational purposes, and to prevent any development of the Premises that is inconsistent with these purposes or with the below described conservation values, provided that the Premises contains and this Conservation Restriction permits infrastructure and other uses consistent with these purposes and conservation values, and to prevent any use or change that would impair or interfere with its conservation and preservation values ("conservation values").

The Premises was acquired using M.G.L. c. 44B Community Preservation Act funds, and a copy of the Board of Aldermen Vote authorizing the use of such funds for such purpose is attached hereto as Exhibit C.

**The conservation values include the following:**

- Consistency with the Somerville Open Space and Recreation Plan. The conversion of this land to open space contributes to the first goal established in Somerville's Open Space and Recreation Plan- acquire more land to meet SomerVision goals and expand Somerville's total open space acreage in every neighborhood.
- Public Access. Public access to the Premises will be allowed for recreation and/or community gardening. The Premises will permanently conserve 0.04 acres as open space, adding to the existing open space at the abutting Glen Park and Capuano School.
- Proximity to Other Conserved Land. The Premises is adjacent to other land owned in fee by the Grantor, known as the Glen Street Park, which land is dedicated to and subject to the protections of Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts.

These and other conservation values of the Premises, as well as its current uses and state of improvement, are described in a Baseline Documentation Report ("Baseline Report") prepared by Grantee with the cooperation of the Grantor, consisting of maps, photographs, and other documents and on file with the Grantee and referenced herein. The Baseline Report (i) is acknowledged by Grantor and Grantee to be a complete and accurate representation of the condition and values of the Premises as of the date of this Conservation Restriction, (ii) is intended to fully comply with applicable Treasury Regulations, and (iii) is intended to serve as an objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein. Notwithstanding the foregoing, the parties may utilize any evidence of the condition of the Premises at the time of this grant other than the Baseline Report, should the Baseline Report be unavailable or if it does not adequately address the issues presented.

**II. PROHIBITED ACTS AND USES, EXCEPTIONS THERETO, AND PERMITTED USES**

**A. Prohibited Acts and Uses**

Subject to the exceptions set forth herein, the Grantor will not perform or allow others to perform the following acts and uses which are prohibited on, above, and below the Premises:

- (1) Constructing, placing or allowing to remain any temporary or permanent building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, sign, fence, billboard or other advertising display, antenna, utility pole, tower, solar panel, solar array, conduit, line or other temporary or permanent structure or facility on, above or under 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 or otherwise making topographical changes to the area;
- (3) Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree and other vegetation cuttings generated off-site, waste or other substance or material whatsoever or the installation of underground storage tanks;
- (4) Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, wildlife habitat, or archaeological conservation;
- (5) Use, parking or storage of vehicles including motorcycles, mopeds, all-terrain vehicles, trail bikes, or any other motorized vehicles on the Premises except for vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) in carrying out their official duties or as necessary for the mobility impaired;
- (6) Subdivision or conveyance of a part or portion of the Premises alone, or division or subdivision 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;
- (7) The use of the Premises for business, residential or industrial use, or for more than *de minimis* commercial recreation;
- (8) Any other use of the Premises or activity which is inconsistent with the purpose of this Conservation Restriction or which would impair its conservation values.

**B. Reserved Rights and Exceptions**

The Grantor reserves the right to conduct or permit the following activities and uses on the Premises, but only if such uses and activities do not impair the conservation values or purposes of this Conservation Restriction.

- (1) Vegetation Management. The selective minimal removing of brush, pruning and cutting, and grass mowing, to prevent, control or remove hazards, disease, insect or fire damage, or to preserve the present condition of the Premises, including vistas as documented in the Baseline Survey, woods roads, fence lines and trails and meadows;
- (2) Non-native or nuisance species. The removal of non-native or invasive species, the interplanting of native species, and the control of species in a manner that minimizes damage to surrounding, non-target species and preserves water quality;
- (3) Composting. The stockpiling and composting of stumps, trees, brush, limbs, and similar biodegradable materials originating on the Premises, provided that such stockpiling and composting is in locations where the presence of such activities will not impair the

conservation values (including scenic values) of this Conservation Restriction. No such activities will take place closer than one hundred (100) feet from any wetland, waterbody or stream. All exercise of this reserved right shall take into account sensitive areas and avoid harm to nesting species during nesting season;

- (4) Signs. The erection, maintenance and replacement of signs with respect to trespass, access, identity and address of the occupants, sale of the Premises, the Grantee's interest in the Premises, any gift, grant, or other applicable source of support for the conservation of the Premises, the Reserved Rights, and the protected conservation values;
- (5) Removal of Structure. Grantor agrees to remove the pre-existing single-family residence and materials and restore the land surface to a condition suitable for the intended uses of the Premises as described in this Section II(B), within six months of the date of the recording of this Conservation Restriction.
- (6) Community Park Uses. The construction, installation, maintenance, renewal and use of a community park, provided that any construction receives prior approval of the Grantee, and further provided that motorized uses shall not be permitted, except as necessary in connection with the construction, installation, maintenance, and renewal of the community park features and related infrastructure as described herein. For the purposes of this paragraph, allowable elements associated with a "community park" shall include recreational fields, playground structures, community gardens, farmers' market, and other improvements commonly associated with community parks, including, but not limited to, playground structures, benches and seating, and trash receptacles, but shall not include buildings or other significant structures. Allowable uses shall include, without limitation, the use of the elements listed above for open space and recreational purposes as well as activities commonly associated with community parks.
- (7) Permits, Regulations, Laws. 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, Grantor shall notify Grantee, by a method requiring proof of receipt, in writing 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 impair the purposes of this Conservation Restriction.

Subject to any applicable law or regulation, 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, the requested activity is not prohibited herein, and the activity will not impair the conservation values or purposes of this Conservation Restriction.

### **III. 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. 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.

Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including reasonable counsel fees) incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof, provided that a violation of this Conservation Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred. In the event of a dispute over the boundaries of the Conservation Restriction, Grantor shall pay for a survey and to have the boundaries permanently marked.

#### **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. Disclaimer of Liability**

By acceptance of this conservation restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

#### **D. 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. In the event of any such occurrence, the Grantor and Grantee will cooperate in the restoration of the Premises, if desirable and feasible.

#### **IV. ACCESS**

The Grantor hereby grants to the Grantee, or its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance with or to enforce this Conservation Restriction. The Grantor also grants to the Grantee, after notice of a violation and failure of the Grantor to cure said violation, the right to enter the Premises for the purpose of taking any and all actions with respect to the Premises as may be necessary or appropriate to remedy or abate any violation hereof, including but not limited to the right to perform a survey of boundary lines.

The Grantor agrees to take no action to prohibit or discourage access to and use of the Premises by the general public, but only for daytime use and only as described in Section II(B) provided that such agreement by Grantor is subject to the Grantor's reserved right to establish reasonable rules, regulations, and restrictions on such permitted recreational use by the general public for the protection of the purposes and conservation values of this Conservation Restriction. Grantor has the right to control, limit, or prohibit by posting and other reasonable means activities or uses of the Premises not authorized in Section II(B). The Grantor's right to grant public access across the Premises is subject to the restrictions described in this Conservation Restriction. Any public use which is permitted by the terms of this Conservation Restriction constitutes permission to use the Premises for purposes described in the Massachusetts General Laws Chapter 21, Section 17C and the Grantor and Grantee hereto benefit from exculpation from liability to the extent provided in such section. The Grantee may require the Grantor to post the Premises against any use that may result in rutting or erosion or other damage to the natural resources of the Premises.

#### **V. 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 Massachusetts Secretary of Energy and Environmental Affairs. If any change in conditions ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, then Grantees, 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.

B. Proceeds. Grantor and Grantee agree that the donation of 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 this Conservation Restriction determined at the time of the gift bears to the value of the unrestricted property. Such proportionate value of the Grantee's property right shall remain constant. The Grantor and Grantee agree that all proceeds shall be returned to the City of Somerville's Community Preservation Act (CPA) Fund. If the CPA Fund no longer exists, then the proceeds will be placed in a similar fund to be used in a manner consistent with the purposes of this Conservation Restriction.

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 accordance with paragraph V. B – above, after complying with the terms of any law, 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.

## **VI. DURATION & 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 notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction; the Grantor, on behalf of itself and its successors and assigns, appoints the Grantee their attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agree themselves to execute any such 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:

As a condition of any assignment, the Grantee shall require that the purpose of this Conservation Restriction continues to be carried out; that the Assignee is not an owner of the fee in the Property, and the Assignee, at the time of the 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. Any assignment will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

## **VII. SUBSEQUENT TRANSFERS**

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantee not less than twenty (20) days prior to the execution of such transfer. Failure to do any of the above 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 their ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction 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.

#### **VIII. ESTOPPEL CERTIFICATES**

Upon request by the Grantor, the Grantee shall, within sixty (60) days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance or non-compliance with any obligation of the Grantor contained in this Conservation Restriction.

#### **IX. 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 that is qualified under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder and is eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts in order to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

#### **X. 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. All expenses of all parties in considering and/or implementing an amendment shall be borne by the persons or entity seeking the amendment. 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 Registry of Deeds.

## **XI. 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 a timely manner in the Middlesex Registry of Deeds.

## **XII. 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 or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor: City of Somerville  
ATTN: Community Preservation Act Manager  
93 Highland Avenue  
Somerville, MA 02143

With copy to: City of Somerville Solicitor  
Law Department  
93 Highland Avenue  
Somerville, MA 02143

To Grantee: Groundwork Somerville, Inc.  
337 Somerville Avenue #2B  
Somerville, MA 02143

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 notice is returned to sender, to an 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 Chapter 184, Sections 31, 32, and 33 of the Massachusetts General Laws. 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.

D. 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 Chapter 184, Section 32 of the Massachusetts General Laws 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. Subordination. The Grantor attests that there is no mortgage, promissory note, loan, lien, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Premises.

C. Attached hereto and incorporated herein by reference are the following:

##### Signature pages:

Grantor

Grantee Acceptance

Approval by City Council

Approval of the Secretary of Energy and Environmental Affairs.

##### Exhibits:

Exhibit A: Legal Description of Premises

Exhibit B: Sketch Plan of Premises

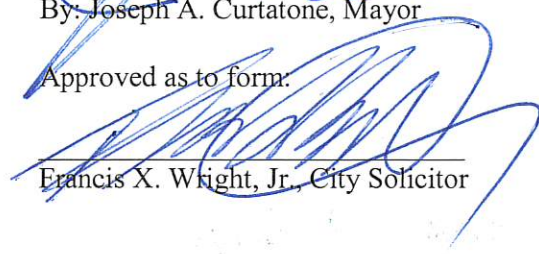
Exhibit C: Board of Aldermen Vote

I, the undersigned Joseph A. Curtatone, Mayor of the City of Somerville, Massachusetts, on this 6<sup>th</sup> day of May, 2019, hereby approve the foregoing Conservation Restriction from the City of Somerville acting by and through its Conservation Commission to Groundwork Somerville, Inc., in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

GRANTEE: City of Somerville

  
By: Joseph A. Curtatone, Mayor

Approved as to form:

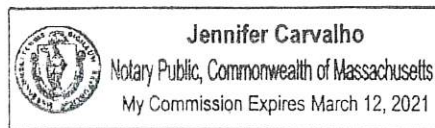
  
Francis X. Wright, Jr., City Solicitor

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

On this 6 day of May, 2019, before me, the undersigned notary public, personally appeared Joseph A. Curtatone, and proved to me through satisfactory evidence of identification which was MARBL to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires:



We, the undersigned, being a majority of the Conservation Commission of the City of Somerville, Massachusetts, hereby certify that at a public meeting duly held on May 28 2019, the Conservation Commission voted to approve and grant the foregoing Conservation Restriction to Groundwork Somerville, Inc., pursuant to Section 32 of Chapter 184 and Section 8C of Chapter 40 of the Massachusetts General Laws and do hereby grant the foregoing Conservation Restriction.

**City of Somerville  
CONSERVATION COMMISSION:**

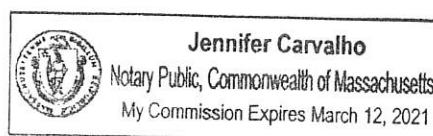
[Signature]  
Michael A. Fager  
[Signature]  
[Signature]

**COMMONWEALTH OF MASSACHUSETTS**

Middlesex, ss:

On this 6 day of June, 2019, before me, the undersigned notary public, personally appeared Rachel Borgatti, and proved to me through satisfactory evidence of identification which was MAOL to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

[Signature]  
Notary Public  
My Commission Expires:



### ACCEPTANCE OF GRANT

This Conservation Restriction from the City of Somerville acting by and through its Conservation Commission was accepted by Groundwork Somerville, Inc., this 6<sup>th</sup> day of June, 2019.

By: Kat Rutkin

Its: Executive Director, duly authorized

### COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

On this 6 day of June, 2019, before me, the undersigned notary public, personally appeared Kathleen Rutkin, and proved to me through satisfactory evidence of identification which was Personal Knowledge to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Kimbulu Spassgen  
Notary Public  
My Commission Expires: 10/11/2024

## APPROVAL OF CITY COUNCIL

We, the undersigned, being a majority of the City Council of the City of Somerville, hereby certify that at a public meeting duly held on \_\_\_\_\_, 2019, the Council voted to approve the foregoing Conservation Restriction from the City of Somerville acting by and through its Conservation Commission to Groundwork Somerville, Inc., in the public interest pursuant to Section 32 of Chapter 184 of the General Laws of Massachusetts.

### CITY COUNCIL:

\_\_\_\_\_  
Katjana Ballantyne, President, Ward 7 Councilor

\_\_\_\_\_  
Matthew McLaughlin, Vice-President, Ward 1 Councilor

\_\_\_\_\_  
Stephanie Hirsch, At-Large

\_\_\_\_\_  
Wilfred N. Mbah, At-Large

\_\_\_\_\_  
Mary Jo Rossetti, At-Large

\_\_\_\_\_  
William A. White, Jr., At-Large

\_\_\_\_\_  
Jefferson Thomas Scott, Ward 2

\_\_\_\_\_  
Ben Ewen-Campen, Ward 3

\_\_\_\_\_  
Jesse Clingan, Ward 4

\_\_\_\_\_  
Mark Niedergang, Ward 5

Middlesex, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned notary public, personally appeared Katjana Ballantyne, provided to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that Katjana Ballantyne signed it voluntarily for its stated purpose as Ward 7 Councilor and City Council President, City of Somerville.

\_\_\_\_\_  
Notary Public  
My commission expires:

(seal)

Middlesex, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned notary public, personally appeared Matthew McLaughlin, provided to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that Matthew McLaughlin signed it voluntarily for its stated purpose as Ward 1 Councilor and City Council Vice-President, City of Somerville.

\_\_\_\_\_  
Notary Public  
My commission expires:

(seal)

Middlesex, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned notary public, personally appeared Stephanie Hirsch, provided to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that Stephanie Hirsch signed it voluntarily for its stated purpose as an At-Large City Councilor, City of Somerville.

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

My commission expires:

(seal)

Middlesex, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned notary public, personally appeared Wilfred N. Mbah, provided to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that Wilfred N. Mbah signed it voluntarily for its stated purpose as an At-Large City Councilor, City of Somerville.

\_\_\_\_\_  
Notary Public  
My commission expires:

(seal)

Middlesex, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned notary public, personally appeared Mary Jo Rossetti, provided to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that Mary Jo Rossetti signed it voluntarily for its stated purpose as an At-Large City Councilor, City of Somerville.

\_\_\_\_\_  
Notary Public  
My commission expires:

(seal)

Middlesex, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned notary public, personally appeared William A. White, Jr., provided to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that William A. White, Jr. signed it voluntarily for its stated purpose as an At-Large City Councilor, City of Somerville.



\_\_\_\_\_  
Notary Public  
My commission expires:

(seal)

Middlesex, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned notary public, personally appeared Jefferson Thomas Scott, provided to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that Jefferson Thomas Scott signed it voluntarily for its stated purpose as Ward 2 City Councilor, City of Somerville.

\_\_\_\_\_  
Notary Public  
My commission expires:

(seal)

Middlesex, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned notary public, personally appeared Ben Ewen-Campen, provided to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that Ben Ewen-Campen signed it voluntarily for its stated purpose as Ward 3 City Councilor, City of Somerville.

\_\_\_\_\_  
Notary Public  
My commission expires:

(seal)

Middlesex, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned notary public, personally appeared Jesse Clingan, provided to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that Jesse Clingan signed it voluntarily for its stated purpose as Ward 4 City Councilor, City of Somerville.

\_\_\_\_\_  
Notary Public  
My commission expires:

(seal)

Middlesex, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned notary public, personally appeared Mark Niedergang, provided to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that Mark Niedergang signed it voluntarily for its stated purpose as Ward 5 City Councilor, City of Somerville.

\_\_\_\_\_  
Notary Public  
My commission expires:

(seal)

Middlesex, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned notary public, personally appeared Lance Davis, provided to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that Lance Davis signed it voluntarily for its stated purpose as Ward 6 City Councilor, City of Somerville.

\_\_\_\_\_  
Notary Public  
My commission expires:

(seal)

Middlesex, ss.

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

The undersigned, Secretary of Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction from the City of Somerville acting by and through its Conservation Commission to Groundwork Somerville, Inc., has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Dated: \_\_\_\_\_, 2019

\_\_\_\_\_  
KATHLEEN A. THEOHARIDES  
Secretary of Energy and Environmental Affairs

**COMMONWEALTH OF MASSACHUSETTS**

SUFFOLK, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned notary public, personally appeared KATHLEEN A. THEOHARIDES, and proved to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that She signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission Expires:



## EXHIBIT A

### Legal Description of Premises

The land subject to this Conservation Restriction, herein referred to as the Premises, is located in said Somerville and is shown as Lot 1 on a Plan of Estate in Somerville owned by Edna W. Pope dated November 20, 1914, Charles J. Elliot, Eng., recorded with Middlesex South District Deeds, Plan Book 228, Plan 32 and being bounded and described as follows:

NORTHEASTERLY:	by Palmer Avenue, forty and 50/100 (40.50) feet;
SOUTHEASTERLY:	by land now or formerly of Murray and land now or formerly of Weld, forty-eight and 32.100 (48.32) feet;
SOUTHWESTERLY:	by land now or formerly of Weld and land now or formerly of Turner, thirty-four and 50/100 (34.50) feet; and
NORTHWESTERLY:	by Lot 2 on said plan, forty-eight (48) feet.

Containing 1800 square feet according to said plan.

Address of the Premises: 5 Palmer Avenue, Somerville, Massachusetts



## **EXHIBIT B**

### Plan of Premises

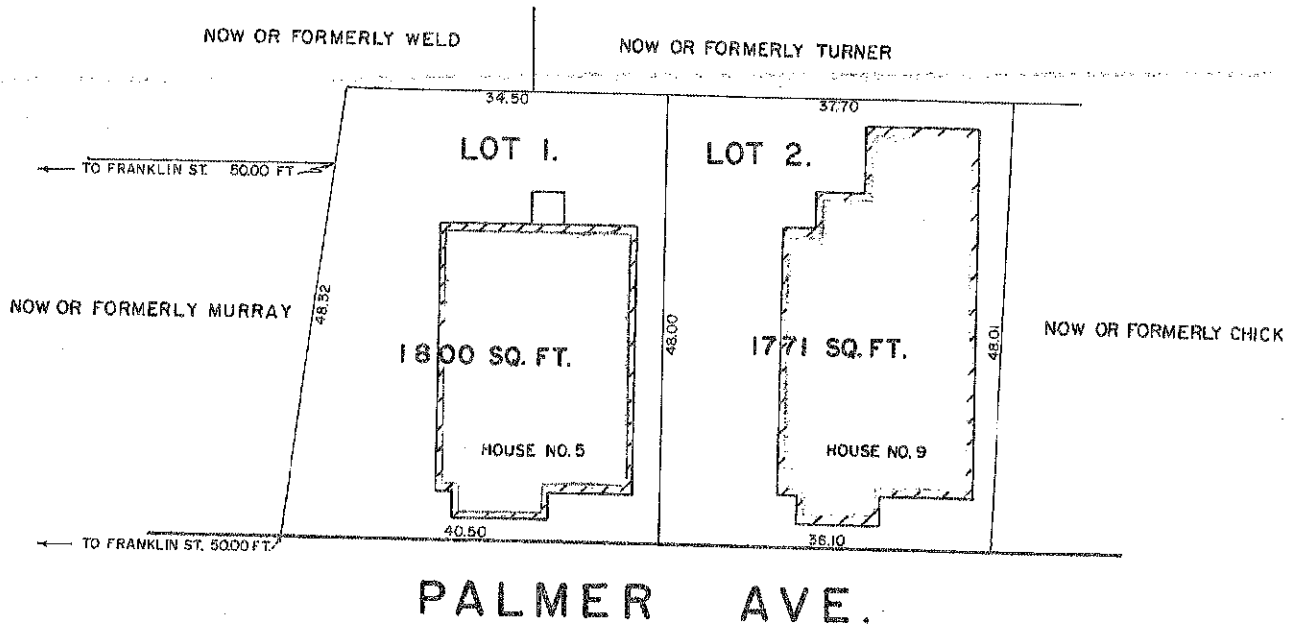
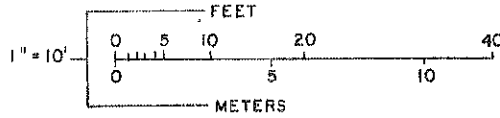
For official full size plan see Middlesex Registry of Deeds Plan Book 228, page 32.





PLAN OF ESTATE  
IN  
SOMERVILLE  
OWNED BY  
EDNA N. POPE  
SCALE 1 IN. = 10 FT., NOV. 20, 1914  
CHAS. J. ELLIOT, ENGR. & SURVEYOR

(ORIGINAL ON FILE)



MIDDLESEX REGISTRY OF DEEDS, SO. DIST.

CAMBRIDGE, MASS.

COPY OF PLAN

Recorded NOV. 30, 1914, at 11:50 A.M.

In Plan Book 228 Plan 32

Attest

*John F. Sangerville*

Register



**EXHIBIT C**  
**Board of Aldermen Vote**





CITY OF SOMERVILLE, MASSACHUSETTS  
BOARD OF ALDERMEN

**Docket # 204439**

Mayor's Request  
Appropriation/Budget

Regular Meeting, October 26, 2017  
Item ID 17070

**SUMMARY: Requesting the appropriation of \$500,000 from the CPA Fund's Open Space Reserve and Undesignated Fund Balance Accounts for the acquisition of 5 Palmer Ave.**

**COMPLETE TEXT:**

To the Honorable Board:

Per the Community Preservation Committee's recommendation, I respectfully request that your Honorable Board appropriate \$500,000 from the Community Preservation Act Fund, \$409,055 from the undesignated fund balance and \$90,945 from the open space reserve, to the City of Somerville Economic Development Division for the acquisition of 5 Palmer Ave. to create additional recreational land. The appropriation will be allocated to the open space and recreational land CPA category. Details of this request are available in the attached funding recommendation from the CPC.

My staff will be available to address any questions you may have. Thank you for your consideration of this item.

Respectfully Submitted,  
Joseph A. Curtatone, Mayor

**RESULT: APPROVED. [UNANIMOUS]**

**AYES:** Connolly, Rossetti, Sullivan, White Jr., McLaughlin, Heuston, McWatters,  
Lafuente, Niedergang, Davis, Ballantyne

APPROVED BY THE BOARD OF ALDERMEN OF THE CITY OF SOMERVILLE, MA, AT  
A REGULAR MEETING ON THE 26th DAY OF OCTOBER, 2017.

APPROVED BY THE MAYOR OF THE CITY OF SOMERVILLE, MA, ON THE 31st DAY  
OF OCTOBER, 2017.

ATTEST:

  
John J. Long, City Clerk

