

SELECT BOARD MEETING  
Monday, September 29, 2025  
\*Conducted by Remote Participation  
6:30 PM

**AGENDA**

**PUBLIC COMMENTS**

Public comments are allowed for up to 10 minutes at the beginning of each meeting. Each speaker is limited to 2 minutes for comment. Members of the Board will neither comment nor respond, other than to ask questions of clarification. Speakers are encouraged to notify the Select Board's Office at 781-698-4580 if they wish to speak during public comment to assist the Chair in managing meeting times.

**SELECT BOARD MEMBER CONCERNS AND LIAISON REPORTS**

1. Select Board Member Announcements and Liaison Reports

**TOWN MANAGER REPORT**

1. Town Manager Weekly Update

**CONSENT AGENDA**

1. Approve: One-Day Liquor License - Wilson Farm, 10 Pleasant Street
  - 2nd Annual Beer Garden Event - Thursday, October 2, 2025 & Friday, October 3, 2025. Rain Date: Saturday, October 4, 2025.
2. Approve: One-Day Liquor License - Lexington History Museums, 1 Bedford Street
  - Annual Buckman Tavern Halloween Murder Mystery Fundraiser - Sunday, October 19, 2025
3. Approve: One-Day Liquor License(s) - Galaray House, 1720 Massachusetts Avenue
  - 'First Friday' Monthly Art Shows - Friday, October 3, 2025, Friday, November 7, 2025 & Friday, December 5, 2025
  - Monroe Art Center Art Walk Reception - Thursday, October 9, 2025
  - Galaray House After Hours - Thursday, October 23, 2025
  - Gift Fest - Thursday, November 20, 2025
4. Approve: Battle Green Use Request - Toby Sackton
  - Public Rally, No Kings Day - Saturday, October 18, 2025
5. Approve: Select Board Committee Reappointments
  - Battle Road Scenic Byway Committee - Richard L. Canale
  - Board of Appeals Associates - Scott E. Cooper
  - Housing Partnership Board - Sarah Morrison
  - Lexington Center Committee - Upasna Singh Chhabra
  - Lexington Council for the Arts - Thelma Goldberg
  - Noise Advisory Committee:
    - Benjamin Lees
    - Elaine Rudell

- Tourism Committee:
  - Marsha E. Baker
  - Pamela H. Fowler
  - Ting Fang
- Town Report Committee - Varshagouri Ramanathan
- Transportation Advisory Committee - Sally Castleman
- Vision for Lexington - Marian A.O. Cohen

6. Approve: Water and Sewer Adjustments
7. Approve: Eagle Scout Commendation Letters - Brendan Lee & Atticus Oliver
8. Approve: Memorandum of Understanding (MOU) for LMEA, LMMA and Crossing Guards (SEIU 888) Unions
9. Approve: Regulatory Agreement 17 Hartwell Avenue (Forty Seven Affordable Units)

### **ITEMS FOR INDIVIDUAL CONSIDERATION**

1. Approve: Modifications to Schematic Design on the Lowell Street Affordable Housing Project 6:45pm
2. Acceptance of Land Donations (Parcels 22-147A, 22-63 and portion of 22-140) and Approval of Trail Easement (crossing Parcel 22-147) 7:00pm
3. Lexington Human Rights Committee (LHRC) Recommendation for Reaffirming the 2018 'Safe and Welcoming Community Resolution' Policy 7:10pm
4. Review: Special Town Meeting 2025-2 Draft Warrant and Special Election 2025 Draft Warrant 7:15pm

### **ADJOURN**

1. Anticipated Adjournment 7:25pm

Meeting Packet: <https://lexington.novusagenda.com/agendapublic/>

\*Members of the public can attend the meeting from their computer or tablet by clicking on the following link at the time of the meeting:

<https://lexingtonma.zoom.us/j/82013535294?pwd=mGvKYC9PHOT8ByUHHa0a18jNRhRXpf.1>

Phone +1 646 876 9923

Meeting ID: 820 1353 5294

Passcode: 848540

An Act Relative to Extending Certain State of Emergency Accommodations:

<https://www.mass.gov/the-open-meeting-law>

The next regularly scheduled meeting of the Select Board will be held on Monday, October 6, 2025 at 6:30pm via hybrid participation.

*Hearing Assistance Devices Available on Request*

*All agenda time and the order of items are approximate and subject to change.*



# **AGENDA ITEM SUMMARY**

## **LEXINGTON SELECT BOARD MEETING**

### **AGENDA ITEM TITLE:**

Select Board Member Announcements and Liaison Reports

### **PRESENTER:**

Jill Hai, Select Board Chair

### **ITEM NUMBER:**

LR.1

### **SUMMARY:**

Under this item, Select Board Members can provide verbal updates, make announcements, as well as comment on any additional points or concerns

### **SUGGESTED MOTION:**

### **FOLLOW-UP:**

### **DATE AND APPROXIMATE TIME ON AGENDA:**

9/29/2025



# **AGENDA ITEM SUMMARY**

## **LEXINGTON SELECT BOARD MEETING**

### **AGENDA ITEM TITLE:**

Town Manager Weekly Update

### **PRESENTER:**

Steve Bartha, Town Manager

### **ITEM NUMBER:**

TM.1

### **SUMMARY:**

Under this item, the Town Manager can provide verbal updates, make announcements, as well as comment on any additional points or concerns.

Town Website - Lexington High School Project Page:  
Lexington High School Project Updates

### **SUGGESTED MOTION:**

### **FOLLOW-UP:**

### **DATE AND APPROXIMATE TIME ON AGENDA:**

9/29/2025

### **ATTACHMENTS:**

Description	Type
 2025 MPO Statement of Candidacy	Backup Material



## Town of Lexington, Massachusetts

SELECT BOARD OFFICE

JILL I. HAI, CHAIR  
JOSEPH N. PATO  
DOUGLAS M. LUCENTE  
MARK D. SANDEEN  
VINEETA A. KUMAR

TEL: (781) 698-4580  
FAX: (781) 863-9468

The Metropolitan Area Planning Council (MAPC)  
60 Temple Place  
Boston, MA 02111

The Massachusetts Bay Transportation Authority (MBTA) Advisory Board  
20 Park Plaza, Suite 473  
Boston, MA 02116

RE: Statement of Candidacy

Please accept this letter as the Town of Lexington's official nomination to represent the MAGIC subregion and serve on the Boston Region MPO. The Town of Lexington is dedicated to serving and representing MAGIC's 13 municipalities and is eager to bring sustainable and equitable transportation solutions to the region.

Transportation is a fundamental driver of economic growth, quality of life, and regional connectivity in our subregion. The FFY26-30 TIP indicates that the MAGIC subregion has one of the lowest population percentages amongst the 8 subregions and represents the lowest percentage of regional target funding. Transportation systems directly affect the region's housing markets, economic development opportunities, and access to healthcare, education, and social services. It is important to balance the needs of our 13 MAGIC communities with those of the entire Boston region.

Lexington has a deep understanding of the complexity and operations of the MPO, having previously represented the MAGIC Subregion and being a recipient of transportation funding. Lexington has recently completed its own Vision Zero Action Plan, a Town-wide Bicycle and Pedestrian Plan, and is consistently advocating for reliable transit opportunities. Additionally, our well qualified Planning and Engineering Departments are supported by a Select Board who is committed to fostering a diverse, inclusive and equitable community.

I greatly appreciate the opportunity to represent the MAGIC subregion and support the many responsibilities, plans and programs of the MPO.

Thank you,

Jill Hai  
Select Board Chair, Town of Lexington

CC: Abby McCabe, AICP, Lexington Planning Director, MAPC Representative

## **AGENDA ITEM SUMMARY**

### **LEXINGTON SELECT BOARD MEETING**

#### **AGENDA ITEM TITLE:**

Approve: One-Day Liquor License - Wilson Farm, 10 Pleasant Street

#### **PRESENTER:**

Jill Hai, Select Board Chair

#### **ITEM NUMBER:**

C.1

#### **SUMMARY:**

##### **Category: Decision-Making**

**Wilson Farm** has requested (2) One-Day Liquor Licenses to serve beer outside their farm greenhouse #7 at 10 Pleasant Street on Thursday, October 2, 2025 & Friday, October 3, 2025 from 5:00 pm to 8:00 pm for the purpose of their 2nd annual Beer Garden Event. Rain date requested for Saturday, October 4, 2025 from 5:00 pm to 8:00 pm.

#### **SUGGESTED MOTION:**

To approve a One-Day Liquor License for Wilson Farms to serve beer outside their farm greenhouse #7, 10 Pleasant Street on Thursday, October 2, 2025 & Friday, October 3, 2025 from 5:00 pm to 8:00 pm. Rain date requested for Saturday, October 4, 2025 from 5:00 pm to 8:00 pm.

Move to approve the consent.

#### **FOLLOW-UP:**

Select Board Office.

#### **DATE AND APPROXIMATE TIME ON AGENDA:**

9/29/2025

# **AGENDA ITEM SUMMARY**

## **LEXINGTON SELECT BOARD MEETING**

### **AGENDA ITEM TITLE:**

Approve: One-Day Liquor License - Lexington History Museums, 1 Bedford Street

### **PRESENTER:**

Jill Hai, Select Board Chair

### **ITEM NUMBER:**

C.2

### **SUMMARY:**

#### **Category: Decision-Making**

**Lexington History Museums** is requesting a One-Day Liquor License to serve beer and wine at the Annual Buckman Tavern Halloween Murder Mystery Fundraiser. The event will take place at 1 Bedford Street on Sunday, October 19, 2025, from 7:00 pm to 9:00 pm.

### **SUGGESTED MOTION:**

Move to approve a One-Day Liquor License for Lexington History Museums to serve beer and wine at the Annual Buckman Tavern Halloween Murder Mystery Fundraiser on October 19, 2025, from 7:00 pm to 9:00 pm, at 1 Bedford Street, in accordance with all applicable regulations.

Move to approve the consent.

### **FOLLOW-UP:**

Select Board Office.

### **DATE AND APPROXIMATE TIME ON AGENDA:**

9/29/2025

# **AGENDA ITEM SUMMARY**

## **LEXINGTON SELECT BOARD MEETING**

### **AGENDA ITEM TITLE:**

Approve: One-Day Liquor License(s) - Galaray House, 1720 Massachusetts Avenue

### **PRESENTER:**

Jill Hai, Select Board Chair

### **ITEM NUMBER:**

C.3

### **SUMMARY:**

#### **Category: Decision-Making**

**Galaray House**, 1720 Massachusetts Avenue, is requesting (3) One-Day Liquor Licenses to serve beer & wine for the purpose of their 'First Fridays' Event, a monthly exhibit showcasing art from local residents, being held on October 3, 2025, November 7, 2025, and December 5, 2025 from 5:00pm to 8:00pm. Gallery House is requesting a One-Day Liquor License to serve beer & wine for the purpose of the Monroe Art Center Walk event reception, on Thursday, October 9, 2025 from 5:00 pm - 8:00 pm. Galaray House is requesting a One-Day Liquor License to serve beer and wine during “Galaray House After Hours,” a special evening event designed to bring people together through art, creativity, and community. The event will take place on Thursday, October 23, 2025, from 7:00 pm to 9:00 pm. Finally, Galaray House is requesting a One-Day Liquor License to serve beer & wine for the purpose of their annual 'Gift Fest' to showcase local makers and their handmade works just in time for the holiday season. The event will take place on Thursday, November 20, 2025 from 5:30pm to 8:30pm.

### **SUGGESTED MOTION:**

To approve 3 One-Day Liquor Licenses for the Galaray House, 1720 Massachusetts Avenue, to serve beer & wine for their 'First Fridays' events on October 3, 2025, November 7, 2025, and December 5, 2025 from 5:00pm to 8:00pm.

To approve a One-Day Liquor License for the Galaray House, 1720 Massachusetts Avenue, to serve beer & wine for their Monroe Art Walk event on Thursday, October 9, 2025 from 5:00 pm to 8:00 pm.

To approve a One-Day Liquor License for Galaray House, 1720 Massachusetts Avenue, to serve beer and wine at “Galaray House After Hours” on October 23, 2025, from 7:00 pm to 9:00 pm.

To approve a One-Day Liquor License for the Galaray House, 1720 Massachusetts Avenue, to serve beer & wine for their annual 'Gift Fest' on Thursday, November 20, 2025 from 5:30pm to 8:30pm.

Move to approve the consent.

**FOLLOW-UP:**

Select Board Office.

**DATE AND APPROXIMATE TIME ON AGENDA:**

9/29/2025

# **AGENDA ITEM SUMMARY**

## **LEXINGTON SELECT BOARD MEETING**

### **AGENDA ITEM TITLE:**

Approve: Battle Green Use Request - Toby Sackton

### **PRESENTER:**

Jill Hai, Select Board Chair

### **ITEM NUMBER:**

C.4

### **SUMMARY:**

#### **Category: Decision-Making**

**Toby Sackton** has requested permission to use the Battle Green for a Public Rally, “No Kings Day”, on Saturday, October 18, 2025, from 10:00 am to 1:00 pm. The event will include a small sound stage consisting of portable risers, speakers, and a microphone set up between the flagpole and the monument, with the crowd gathered in the center of the Green.

Attendance is expected to be 500 –1,000 participants and spectators.

The Police Department has required that the event manager provide four police details and a police supervisor for public safety. No road closure on Massachusetts Avenue has been requested.

### **SUGGESTED MOTION:**

Move to approve the Battle Green Use Request submitted by Toby Sackton for a Public Rally, “No Kings Day”, on October 18, 2025, from 10:00 AM to 1:00 PM, including the use of a small sound stage with speakers and microphone, with required police details as outlined.

### **FOLLOW-UP:**

Select Board Office.

### **DATE AND APPROXIMATE TIME ON AGENDA:**

9/29/2025

**ATTACHMENTS:**

Description	Type
 No Kings Day - Request Letter	Cover Memo





Sept 9, 2025

**To the Select Board**

**Town of Lexington**

**Dear Members of the Board,**

We are writing to provide details about our proposed rally on the Battle Green on October 18, 2025.

October 18 is the next national day of protests, *No Kings*, continuing the standouts, marches, and rallies across the country protesting unconstitutional activities of the current administration. As a local organization, we coordinate our own events with the national campaign.

Our most recent standout, on June 14, drew about 2,200 people to line the sidewalks along Bedford Street and Mass. Ave. near the Green—far more than anticipated. The crowd was peaceful and cooperative with our marshals, who kept sidewalks clear and participants out of the street. While we should have had a permit for a gathering of that size, we did notify and work closely with the Lexington Police Department both beforehand and during the event.

For October 18, we are planning a more traditional rally with speakers. We propose a small speaker platform on the Green, with a sound system scaled to the crowd, for an event of about two hours—roughly one hour of speakers plus possible music. We will provide trained marshals and our own crowd control.

We expect attendance to be smaller than in June, since other rallies and standouts will take place in Boston and nearby towns. Most participants will likely be Lexington residents, as before.

★ *Resisting Tyranny in America* ★  
LEXINGTONALARM.ORG  
INFO@LEXINGTONALARM.ORG

We propose to place the speaking platform in its traditional location on the grass in front of the monument, with the crowd facing Mass. Ave. There will be no seating or chairs; people will stand. We also plan a few small information tables and will encourage participants to bring their own signs and banners.

I would be happy to answer any further questions.

Thank you in advance,

**Toby Sackton**

President, *Lexington Alarm!*

[info@lexingtonalarm.org](mailto:info@lexingtonalarm.org)

★ *Resisting Tyranny in America* ★

LEXINGTONALARM.ORG  
INFO@LEXINGTONALARM.ORG

# **AGENDA ITEM SUMMARY**

## **LEXINGTON SELECT BOARD MEETING**

### **AGENDA ITEM TITLE:**

Approve: Select Board Committee Reappointments

### **PRESENTER:**

Jill Hai, Select Board Chair

### **ITEM NUMBER:**

C.5

### **SUMMARY:**

#### **Category: Decision-making**

#### **Reappointments:**

Each September, the Select Board considers reappointments for members whose terms are set to expire on **September 30, 2025**. Members who have confirmed their interest in continuing service and have met all requirements, including a current State Conflict of Interest Law Online Training Certificate, are eligible for reappointment.

The following boards and committees are ready for reappointment (see attached list for details):

- Battle Road Scenic Byway Committee
- Board of Appeals Associates
- Housing Partnership Board
- Lexington Center Committee
- Lexington Council for the Arts
- Noise Advisory Committee
- Tourism Committee
- Town Report Committee
- Transportation Advisory Committee
- Vision for Lexington Committee

### **SUGGESTED MOTION:**

To reappoint the board and committee members with term expirations as indicated on the attached list titled *2025 September Board Committee Reappointments to be effective on October 1, 2025*.  
Move to approve the consent.

### **FOLLOW-UP:**

Select Board Office.

**DATE AND APPROXIMATE TIME ON AGENDA:**

9/29/2025

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> 2025 September Board Committee Reappointments	Backup Material

<u>Name</u>	<u>Committee</u>	<u>Status</u>	<u>SB Meeting Date</u>	<u>New Term Expiration Date</u>
Richard L Canale	Battle Road Scenic Byway Committee	REAPPOINT	September 29, 2025	September 30, 2027
Scott E Cooper	Board of Appeals Associates	REAPPOINT	September 29, 2025	September 30, 2026
Sarah Morrison	Housing Partnership Board	REAPPOINT	September 29, 2025	September 30, 2028
Upasna Singh Chhabra	Lexington Center Committee	REAPPOINT	September 29, 2025	September 30, 2028
Thelma Goldberg	Lexington Council for the Arts	REAPPOINT	September 29, 2025	September 30, 2028
Benjamin Lees	Noise Advisory Committee	REAPPOINT	September 29, 2025	September 30, 2028
Marsha E Baker	Tourism Committee	REAPPOINT	September 29, 2025	September 30, 2026
Pamela H Fowler	Tourism Committee	REAPPOINT	September 29, 2025	September 30, 2026
Ting Fang	Tourism Committee	REAPPOINT	September 29, 2025	September 30, 2026
Varshagouri Ramanathan	Town Report Committee	REAPPOINT	September 29, 2025	September 30, 2026
Sally Castleman	Transportation Advisory Committee	REAPPOINT	September 29, 2025	September 30, 2028
Marian AO Cohen	Vision for Lexington Committee	REAPPOINT	September 29, 2025	September 30, 2028

# **AGENDA ITEM SUMMARY**

## **LEXINGTON SELECT BOARD MEETING**

### **AGENDA ITEM TITLE:**

Approve: Water and Sewer Adjustments

### **PRESENTER:**

Jill I Hai, Select Board Chair

### **ITEM NUMBER:**

C.6

### **SUMMARY:**

#### **Category: Decision-making**

Water and Sewer Adjustment per WSAB/July 17, 2025 ( \$5,292.90 )  
amended amount

### **SUGGESTED MOTION:**

Move to approve the consent.

### **FOLLOW-UP:**

Treasurer / Collector

### **DATE AND APPROXIMATE TIME ON AGENDA:**

9/29/2025

### **ATTACHMENTS:**

Description	Type
Amended WS WSAB amount	Cover Memo



FY 2026  
ADJUSTMENTS TO WATER/ SEWER  
AS RECOMMENDED BY THE WATER AND SEWER ABATEMENT BOARD


WSAB July 17, 2025 / Selectboard September 29, 2025

ACCOUNT	NBR	STREET	WATER	SEWER	TOTAL	BILL	YEAR	NOTES
0200343200	8	SHERBURNE ROAD	\$ (1,152.65)	\$ (4,140.25)	\$ (5,292.90)	1139716		TOILET LEAK
								** I GAVE THE SB THE WRONG TOTAL TO APPROVE. THIS IS THE AMENDED AMOUNT.
			\$ (1,152.65)	\$ (4,140.25)	\$ (5,292.90)			

It is the recommendation of the Water and Sewer Abatement Board that the Town Collector be authorized to waive interest that has accrued on the bills included herein, unless stated here otherwise, from the due date of the bill until 30 calendar days after the date of written notification to applicant of the Selectmen's action.

THE SUM SET AGAINST THE ABOVE ACCOUNTS IS HEREBY ADJUSTED.

	<b>WATER</b>	<b>SEWER</b>	<b>TOTAL</b>
	\$ (1,152.65)	\$ (4,140.25)	\$ (5,292.90)

 9-17-25

DIRECTOR OF PUBLIC WORKS

SELECTBOARD 9/29/25

# **AGENDA ITEM SUMMARY**

## **LEXINGTON SELECT BOARD MEETING**

### **AGENDA ITEM TITLE:**

Approve: Eagle Scout Commendation Letters - Brendan Lee & Atticus Oliver

### **PRESENTER:**

Jill Hai, Select Board Chair

### **ITEM NUMBER:**

C.7

### **SUMMARY:**

#### **Category: Decision-Making**

The Select Board is being asked to sign letters of commendation congratulating Brendan Lee and Atticus Oliver of Boy Scout Troop 160 for attaining the highest rank of Eagle in Scouting.

### **SUGGESTED MOTION:**

To approve and sign a letters of commendation congratulating Brendan Lee and Atticus Oliver of Boy Scout Troop 160 for attaining the highest rank of Eagle in scouting.

Move to approve the consent.

### **FOLLOW-UP:**

Select Board Office.

### **DATE AND APPROXIMATE TIME ON AGENDA:**

9/29/2025

### **ATTACHMENTS:**

Description	Type
📎 Eagle Letter - Brendan Lee - 160	Backup Material
📎 Eagle Letter - Atticus Oliver- 160	Backup Material







## Town of Lexington, Massachusetts

SELECT BOARD OFFICE

JILL I. HAI, CHAIR  
JOSEPH N. PATO  
DOUGLAS M. LUCENTE  
MARK D. SANDEEN  
VINEETA A. KUMAR

TEL: (781) 698-4580  
FAX: (781) 863-9468

September 29, 2025

Brendan Lee  
2648 Massachusetts Avenue  
Lexington, MA 02421

Dear Brendan,

Congratulations on attaining the highest rank in Scouting. We know the trail to Eagle Scout has not always been an easy one and we recognize that you have had to work hard to get this far. Your time in positions of leadership within Troop 160, and the successful completion of your Eagle project, speaks to your dedication.

Being an Eagle is so much more than just another rank. It is a recognition of what you have achieved so far, but of more importance is the implied promise you have made to maintain the ideals of Scouting into your adult life.

We know that your family and fellow Scouts are proud of you and will look to you to be a leader as you continue your journey beyond Eagle.

Again, congratulations and good luck in all your future endeavors.

Sincerely,

Jill I. Hai, Chair

Joseph N. Pato

Douglas M. Lucente

Mark D. Sandeen

Vineeta A. Kumar



## Town of Lexington, Massachusetts

SELECT BOARD OFFICE

JILL I. HAI, CHAIR  
JOSEPH N. PATO  
DOUGLAS M. LUCENTE  
MARK D. SANDEEN  
VINEETA A. KUMAR

TEL: (781) 698-4580  
FAX: (781) 863-9468

September 29, 2025

Atticus Oliver  
2 Lexington Avenue  
Lexington, MA 02421

Dear Atticus,

Congratulations on attaining the highest rank in Scouting. We know the trail to Eagle Scout has not always been an easy one and we recognize that you have had to work hard to get this far. Your time in positions of leadership within Troop 160, and the successful completion of your Eagle project, speaks to your dedication.

Being an Eagle is so much more than just another rank. It is a recognition of what you have achieved so far, but of more importance is the implied promise you have made to maintain the ideals of Scouting into your adult life.

We know that your family and fellow Scouts are proud of you and will look to you to be a leader as you continue your journey beyond Eagle.

Again, congratulations and good luck in all your future endeavors.

Sincerely,

Jill I. Hai, Chair

Joseph N. Pato

Douglas M. Lucente

Mark D. Sandeen

Vineeta A. Kumar

# **AGENDA ITEM SUMMARY**

## **LEXINGTON SELECT BOARD MEETING**

### **AGENDA ITEM TITLE:**

Approve: Memorandum of Understanding (MOU) for LMEA, LMMA and Crossing Guards (SEIU 888) Unions

### **PRESENTER:**

Jill Hai, Select Board Chair

### **ITEM NUMBER:**

C.8

### **SUMMARY:**

#### **Category: Decision-making**

As per previous discussions with the Board, attached please find the signed Memorandum of Understanding between the Town of Lexington and the Lexington Municipal Management Association (LMMA), Lexington Municipal Employees Association (LMEA) and Crossing Guards Union for the amendments to the collective bargaining agreements.

### **SUGGESTED MOTION:**

to approve and authorize the Town Manager to sign the Memorandum of Understandings between the Town and the Lexington Municipal Management Association for the contract period of July 1, 2025 through June 30, 2028, the Lexington Municipal Employees Association for the contract period of July 1, 2025 through June 30, 2028 and the SEIU Local 888 Lexington Crossing Guards for the contract period of July 1, 2025.

Move to approve the consent

### **FOLLOW-UP:**

Town Manager's Office.

### **DATE AND APPROXIMATE TIME ON AGENDA:**

9/29/2025

## ATTACHMENTS:

Description		Type
	LMEA MOU	Cover Memo
	LMMA MOU	Cover Memo
	Crossing Guards MOU	Cover Memo



**Memorandum of Understanding  
Between  
Town of Lexington  
And  
Lexington Municipal Employees Association  
LMEA**

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The Town of Lexington and the Lexington Municipal Employees Association hereby agree to the following amendments to the collective bargaining agreement, which expired June 30, 2025.

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**1. Preamble – Definitions.**

Correct definition of Part-time Employee to read “Employees that work 20 hours or more per week are eligible for health and dental benefits. . .”

**2. Article 1**

Update list of positions to show correct titles.

**3. Article 10 – Vacations**

Vacation accruals are currently based on the following language within the contract:

- During the first 24 months accrue .833 days per month
- At 25 months of continuous service accrue 1.25 days per month
- At 61 months of continuous service accrue 1.66 days per month
- At 121 months of continuous service accrue 2.08 days per month

This chart translates to the following:

	Monthly Accrual in Hours		
	35 hours/week	37.5 hours/week	40 hours/week
During first 24 months	5.83 (.833 x 7)	6.25 (.833 x 7.5)	6.67 (.833 x 8)
at 25 months	8.75 (1.25 x 7)	9.38 (1.25 x 7.5)	10 (1.25 x 8)
at 61 months	11.62 (1.66 x 7)	12.45 (1.66 x 7.5)	13.34 (1.66 x 8)
at 121 months	14.56 (2.08 x 7)	15.6 (2.08 x 7.5)	16.67 (2.08 x 8)

In reviewing these accruals, the Town acknowledges that, although the contract language has been followed; the total hours earned on an annual basis do not consistently add up to the exact number of days expected to be earned. Effective September 1, 2025, the following accruals will instead be used:

	Monthly Accrual in Hours		
	35 hours/week	37.5 hours/week	40 hours/week
<b>During first 24 months</b>	5.834	6.250	6.667
<b>at 25 months</b>	8.750	9.375	10.000
<b>at 61 months</b>	11.667	12.500	13.334
<b>at 121 months</b>	14.584	15.625	16.667

**4. Article 11 – Sick Leave**

Correct second paragraph to read “Part-time employees should refer to the Preamble Definitions regarding eligibility for sick leave.”

**5. Article 14 – Bereavement**

Add sentence to end of section: “At the discretion of the Town Manager or designee, one (1) day of bereavement leave may be given in the event of a death of a relative who is not already covered under this section.”

**6. Article 19 – Compensatory Time**

Change “Payment for banked compensatory time will be paid at termination.” to “Payment for banked compensatory time will be paid at termination or at promotion or transfer to another position within the Town.”

**7. Article 23 – Clothing Allowance**

Effective July 1, 2025, increase clothing allowance to \$400 for the following positions:

Public Health Nurse  
Residential Analyst/Inspector  
Zoning Administrator

Effective July 1, 2025, increase clothing allowance to \$300 for the following positions:

Desktop Support Technician  
Network Administrator  
Systems and Applications Administrator  
Senior Civil Engineer  
Engineering Aides/Assistants

**8. Article 23 – Clothing Allowance**

Correct position titles in list.

**9. Article 26 – Effective Date and Duration**

Change the dates from July 1, 2022 – June 30, 2025 to July 1, 2025 – June 30, 2028.

**10. Article 27 – Wage Schedule**

Delete:

July 1, 2022 – June 30, 2023 (FY23) 2.0% base wage increase to both salary tables  
July 1, 2023 – June 30, 2024 (FY24) 2.0% base wage increase to both salary tables  
July 1, 2024 – June 30, 2025 (FY25) 2.0% base wage increase to both salary tables

Add:

July 1, 2025 – June 30, 2026 (FY26) 2.5% base wage increase  
July 1, 2026 – June 30, 2027 (FY27) 2.5% base wage increase  
July 1, 2027 – June 30, 2028 (FY28) 2.0% base wage increase

Implement the Association's new salary tables by placing each employee in the grade recommended by the consultant and at a step that is closest to but not less than 2.5% higher than their salary will be on June 30, 2025.

**11. Article 27 – Wage Schedule**

Eliminate Merit Step language in Section 27.3 so that Steps 11, 12 and 13 become regular steps.

**12. New Article – On-Call Duty Pay**

Effective July 1, 2025, the Network Administrator and the Systems and Applications Administrators shall participate in a weekly on-call rotation to cover emergency situations. For this extra duty, they will receive a stipend of \$175 for each week that they are on call.

**13. Payroll Coordinator Position**

Remove Payroll Coordinator position from the LMEA and move it to a non-union position.

**14. Article 34 – Payroll Realignment**

Remove entire article.

**15. Article 35 – Paid Parental Leave Review Committee**

Remove entire article.

Signed this 28<sup>th</sup> day of August, 2025

Town of Lexington

Lexington Municipal Employees Association

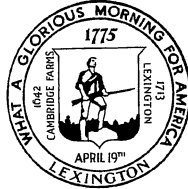
\_\_\_\_\_  
Steve Bartha  
Town Manager

\_\_\_\_\_  
Shawn Connolly, President

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness





**Memorandum of Understanding  
Between  
Town of Lexington  
and  
Lexington Municipal Management Association (LMMA)**

The Town of Lexington and the Lexington Municipal Management Association hereby agree to the following amendments to the collective bargaining agreement, which expired June 30, 2025.

**1. Article 1 Recognition of the Association**

Update the list of positions based on the new job descriptions created through the Classification and Compensation Study.

**2. Article 14 Bereavement Leave**

Add the following sentence at the end of Section 12.2: "At discretion of the Town Manager or their designee, one (1) day of bereavement leave may be given in the event of the death of a relative that is not already covered under this Article."

**3. Article 19 Clothing Allowance**

Delete obsolete language and add "Effective July 1, 2025, the Traffic Bureau Supervisor shall be eligible for a clothing allowance of \$200 per year and the Information Security Officer/IT Infrastructure Manager shall be eligible for a clothing allowance of \$300 per year."

**4. Article 20 Snow Incentive and On-Call Duty Pay**

Add new section:

20.3 Effective July 1, 2025, the Information Security Officer/IT Infrastructure Manager shall participate in a weekly on-call rotation to cover emergency situations. For this extra duty, they will receive a stipend of \$175 for each week that they are on call.

**5. Article 25 Compensation**

Amend Article 25.1 to reflect the following base wage increases:

Fiscal Year 2026	2.5% base wage increase effective 07/01/2025
Fiscal Year 2027	2.5% base wage increase effective 07/01/2026
Fiscal Year 2028	2.0% base wage increase effective 07/01/2027

The new salary table resulting from the class and comp study will be implemented on July 1, 2025. Each employee shall be placed in the grade recommended by the consultant and at a step that is closest to but not less than 2.5% higher than their salary on June 30, 2025.

**6. Article 25 Compensation**

Remove Section 25.7 Merit Step so that all steps on the salary table are annual steps.

**7. Article 9 Vacations**

Vacation accruals are currently based on the following language within the contract:

- During the first 24 months accrue .833 days per month
- At 25 months of continuous service accrue 1.25 days per month
- At 61 months of continuous service accrue 1.66 days per month
- At 121 months of continuous service accrue 2.08 days per month

This chart translates to the following:

	Monthly Accrual in Hours		
	35 hours/week	37.5 hours/week	40 hours/week
During first 24 months	5.83 (.833 x 7)	6.25 (.833 x 7.5)	6.67 (.833 x 8)
at 25 months	8.75 (1.25 x 7)	9.38 (1.25 x 7.5)	10.00 (1.25 x 8)
at 61 months	11.62 (1.66 x 7)	12.45 (1.66 x 7.5)	13.34 (1.66 x 8)
at 121 months	14.56 (2.08 x 7)	15.6 (2.08 x 7.5)	16.67 (2.08 x 8)

In reviewing these accruals, the Town acknowledges that, although the contract language has been followed; the total hours earned on an annual basis do not consistently add up to the exact number of days expected to be earned. Effective September 1, 2025, the following accruals will instead be used:

	Monthly Accrual in Hours		
	35 hours/week	37.5 hours/week	40 hours/week
During first 24 months	5.834	6.250	6.667
at 25 months	8.750	9.375	10.000
at 61 months	11.667	12.500	13.334
at 121 months	14.584	15.625	16.667

**8. Article 30 Effective Date and Duration**

Replace the dates "July 1, 2022 through June 30, 2025" with "July 1, 2025 through June 30, 2028".

Signed this 28 day of August 2025.

**Town of Lexington**

**Lexington Municipal Management Association**

\_\_\_\_\_  
**Steve Bartha**  
**Town Manager**

\_\_\_\_\_  
**Michael Golden**  
**President, LMMA**

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Witness**



**Memorandum of Understanding  
Between  
Town of Lexington  
And  
SEIU Local 888  
Lexington Crossing Guards**

**The Town of Lexington and SEIU Local 888, hereby agree to the following amendments to the collective bargaining agreement which expired on June 30, 2025.**

**Article 9      Hours of Work and Assignment**

Add the following: "Although the Town's middle schools are typically closed two more days per school year than the elementary schools, Crossing Guards assigned to the middle school crossings may be required to report to work on those days in order to be reassigned as needed to fill any openings at the elementary school crossings."

**Article 10      Leave**

10(a) Add "Sick leave shall be granted for personal illness, medical appointments, or off the job injuries, or for qualifying circumstances to care for the employee's spouse or the employee's dependent child."

**Article 13      Uniforms and Protective Clothing**

Effective July 1, 2025, increase footwear allowance to \$150.

Add the following language to the second paragraph: "Footwear shall be purchased between August 15<sup>th</sup> and December 1<sup>st</sup> each year."

**Article 14      Wage Schedule**

**Employees Hired Before 03/01/2019**

	<b>Effective Date</b>	<b>Increase</b>	<b>Crossing Guards</b>	<b>Floaters</b>
FY2026	July 1, 2025	2.5%	Hourly Rate \$36.13*	Bi-weekly Rate \$629.61*
FY2027	July 1, 2026	2.5%	Hourly Rate \$37.03*	Bi-weekly Rate \$645.35*
FY2028	July 1, 2027	2.0%	Hourly Rate \$37.77*	Bi-weekly Rate \$658.26*

**Employees Hired On or After 03/01/2019**

	<b>Effective Date</b>	<b>Increase</b>	<b>Crossing Guards</b>
FY2026	July 1, 2025	2.5%	Hourly Rate \$30.88*
FY2027	July 1, 2026	2.5%	Hourly Rate \$31.65*
FY2028	July 1, 2027	2.0%	Hourly Rate \$32.28*

\*Subject to MUNIS rounding.

**Article 16 Special Division Assignments and Other Details**

Modify first paragraph to read:

~~Matron Duty, Traffic, Labor and Holiday and Road Work Details. For the duration of this bargaining agreement, Matron Duty, Traffic Detail pay and Road Job assignments will be paid in accordance with the schedule listed below rates established for the Traffic Unit.~~ Notwithstanding the Town contends that this is the existing practice, eligible members of the bargaining unit shall not be permitted to work any details unless all summer crossings are covered each week.

Remove the following sections: Matron Duty, Detail Rate, Holiday Details and Road Work Details.


**Article 19 Date and Duration**

Change the date in the first sentence from "June 30, 2025" to "June 30, 2028".

Except as expressly set forth herein, all provisions of the collective bargaining agreement between the Town and Crossing Guards, which by its terms was in effect through June 30, 2025, shall remain in full force and effect.

\_\_\_\_\_  
Steve Bartha  
Town Manager

\_\_\_\_\_  
Date

  
Ravilla Garthe

Representative, SEIU Local 888

\_\_\_\_\_  
Date

  
Lisa Bussey, Chapter Chair

\_\_\_\_\_  
Date

# **AGENDA ITEM SUMMARY**

## **LEXINGTON SELECT BOARD MEETING**

### **AGENDA ITEM TITLE:**

Approve: Regulatory Agreement 17 Hartwell Avenue (Forty Seven Affordable Units)

### **PRESENTER:**

Jill Hai, Select Board Chair

### **ITEM NUMBER:**

C.9

### **SUMMARY:**

#### **Category: Decision-making**

The Board is being asked to approve the Regulatory Agreement for the rental development at 17 Hartwell Avenue.

The development at 17 Hartwell Avenue includes 312 rental units which includes 47 affordable inclusionary dwelling units ranging from studios to three-bedroom units. The State approved the Local Initiative Program (LIP) package.

The execution of the Regulatory Agreement, and its subsequent recording, is the final regulatory step for the Town relative to the inclusionary units. SEB will market and fill the dwelling units in accordance with the approved Fair Housing Marketing Plan. After the affordable housing lottery and the occupancy permits are issued, the 47 dwelling units will be added to the Town's Subsidized Housing Inventory (SHI).

### **SUGGESTED MOTION:**

Move to approve the Regulatory Agreement for the rental development at 17 Hartwell Avenue, between the Town of Lexington, the Executive Office of Housing and Livable Communities, and 17 Hartwell JV LLC as proposed and further to authorize the Town Manager to execute the agreement.

### **FOLLOW-UP:**

Town Manager/Planning Director

### **DATE AND APPROXIMATE TIME ON AGENDA:**

9/29/2025

**ATTACHMENTS:**

Description	Type
📎 Cover Memo Regulatory Agreement 17	Cover Memo
📎 Regulatory Agreement_Lexington 17 Hartwell	Backup Material



**Town of Lexington  
PLANNING  
DEPARTMENT**

1625 Massachusetts Avenue  
Lexington, MA 02420  
Tel (781) 698-4560

[planning@lexingtonma.gov](mailto:planning@lexingtonma.gov)  
[www.lexingtonma.gov/planning](http://www.lexingtonma.gov/planning)

---

Abby McCabe, Planning Director  
Meghan McNamara, Assistant Planning Director  
Aaron Koepper, Planner  
Carolyn Morrison, Planning Coordinator

**Memorandum**

To: Select Board Chair Hai  
Select Board Members

From: Abby McCabe, Planning Director

Date: September 24, 2025

Re: Regulatory Agreement for 17 Hartwell Ave. Affordable Units

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**Category: Decision Making**

Attached please find the Regulatory Agreement for the development at 17 Hartwell Avenue.

The 17 Hartwell Avenue development was permitted under the Village High-Rise Overlay District bylaw and approved prior to the March 17, 2025 Special Town Meeting vote. The development at 17 Hartwell Avenue includes 312 rental units and 47 affordable inclusionary dwelling units ranging from studios to three-bedroom units. This development has been reviewed and permitted by the Planning Board, and came before the Select Board on April 7, where an affirmative vote allowed the Local Initiative Program (LIP) application to be submitted to the State. Since then, the State approved the LIP package with enclosed income limits and rental pricing.

The execution of the Regulatory Agreement, and its subsequent recording, is the final regulatory step for the Town relative to the inclusionary units. SEB will market and fill the dwelling units in accordance with the approved Fair Housing Marketing Plan. After the affordable housing lottery and the occupancy permits are issued, the 47 dwelling units will be added to the Town's Subsidized Housing Inventory (SHI).

**Suggested Motion:**

To approve the Regulatory Agreement for the rental development at 17 Hartwell Avenue, between the Town of Lexington, the Executive Office of Housing and Livable Communities, and 17 Hartwell JV LLC as proposed and further to authorize the Town Manager to execute the agreement.

LOCAL INITIATIVE PROGRAM

**REGULATORY AGREEMENT  
AND  
DECLARATION OF RESTRICTIVE COVENANTS  
FOR  
RENTAL PROJECT  
Local Action Units**

This Regulatory Agreement and Declaration of Restrictive Covenants (the "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and among the Commonwealth of Massachusetts, acting by and through the Executive Office of Housing and Livable Communities ("EOHLC") pursuant to G.L. c.23B §1 as amended by Chapter 7 of the Acts of 2023, the town of Lexington (the "Municipality"), and 17 Hartwell JV LLC, a Delaware, limited liability company, having an address at 800 Boylston Street Suite 1900, Boston, MA 02199, and its successors and assigns ("Developer").

WITNESSETH:

WHEREAS, pursuant to G.L. c. 40B, §§ 20-23 (the "Act") and the final report of the Special Legislative Commission Relative to Low- and Moderate-Income Housing Provisions issued in April 1989, regulations have been promulgated at 760 CMR 56.00 (the "Regulations") which establish the Local Initiative Program ("LIP") and *Comprehensive Permit Guidelines: M.G.L. Chapter 40B Comprehensive Permit Projects - Subsidized Housing Inventory* have been issued thereunder (the "Guidelines");

WHEREAS, the Developer intends to construct a rental housing development known as 17 Hartwell at an approximately 5.25--acre site on Hartwell Avenue in the Municipality, more particularly described in Exhibit A attached hereto and made a part hereof (the "Project");

WHEREAS, such Project is to consist of a total number of 312 rental dwellings (the "Units") and 47 of the Units will be rented at rents specified in this Agreement to Eligible Tenants as specified in paragraph two of this Agreement (the "Low- and Moderate-Income Units");

WHEREAS, the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) and the Developer have made application to EOHLC to certify that the units in the Project are Local Action Units (as that term is defined in the Guidelines) within the LIP Program; and

WHEREAS, in partial consideration of the execution of this Agreement, EOHLC has issued or will issue its final approval of the Project within the LIP Program and has given and will give technical and other assistance to the Project;



NOW, THEREFORE, in consideration of the agreements and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which each of the parties hereto hereby acknowledge to the other, EOHLC, the Municipality, and the Developer hereby agree and covenant as follows:

1. Construction. The Developer agrees to construct the Project in accordance with plans and specifications approved by the Municipality (the "Plans and Specifications"). In addition, all Low- and Moderate-Income Units to be constructed as part of the Project must be indistinguishable from other Units in the Project from the exterior (unless the Project has an approved "Alternative Development Plan" as set forth in the Guidelines and must contain complete living facilities including but not limited to a stove, refrigerator, kitchen cabinets, plumbing fixtures, and washer/dryer hookup, all as more fully shown in the Plans and Specifications.

- 2 of the Low- and Moderate-Income Units shall be studio units;
- 25 of the Low- and Moderate-Income Units shall be one-bedroom units;
- 15 of the Low- and Moderate-Income Units shall be two-bedroom units; and,
- 5 of the Low- and Moderate-Income Units shall be three-bedroom units.

All Low- and Moderate-Income Units to be occupied by families must contain two or more bedrooms. Low- and Moderate-Income Units must have the following minimum areas:

studio units	-	250 square feet
one-bedroom units	-	678 square feet
two-bedroom units	-	900 square feet
three-bedroom units	-	1156 square feet

During the term of this Agreement, the Developer covenants, agrees, and warrants that the Project and each Low- and Moderate-Income Unit will remain suitable for occupancy and in compliance with all federal, state, and local health, safety, building, sanitary, environmental, and other laws, codes, rules, and regulations, including without limitation, laws relating to the operation of adaptable and accessible housing for persons with disabilities. The Project must comply with all similar local codes, ordinances, and by-laws.

2. Affordability.

(a) Throughout the term of this Agreement, each Low- and Moderate-Income Unit will be rented for no more than the rental rates set forth herein to an Eligible Tenant. An Eligible Tenant is a Family whose annual income does not exceed eighty percent (80%) of the Area median income adjusted for family size as determined by the U.S. Department of Housing and Urban Development ("HUD"). A "Family" shall mean two or more persons who will live regularly in the Low- and Moderate-Income Unit as their primary residence and who are related by blood, marriage, or operation of law or who have otherwise evidenced a stable inter-dependent relationship; or an individual. The "Area" is defined as the Boston-Cambridge-Quincy HMFA.

(b) The monthly rents charged to tenants of Low- and Moderate-Income Units shall not exceed an amount equal to thirty percent (30%) of the monthly adjusted income of a Family whose gross income equals eighty percent (80%) of the median income for the Area, with adjustment for the number of bedrooms in the Unit, as provided by HUD. In determining the maximum monthly rent that may be charged for a Low- and Moderate-Income Unit under this clause, the Developer shall include an allowance for any utilities and services (excluding telephone) to be paid by the resident. Annual income shall be as defined in 24 C.F.R. 5.609 (or any successor regulation) using assumptions provided by HUD. The initial maximum monthly rents and utility allowances for the Low- and Moderate-Income Units are set forth in Exhibit B attached hereto. If the rent for a Low- and Moderate-Income Unit is subsidized by a state or federal rental subsidy program, then the rent applicable to the Low- and Moderate-Income Unit may be limited to that permitted by such rental subsidy program, provided that the tenant's share of rent does not exceed the maximum annual rental expense as provided in this Agreement.

Annually as part of the annual report required under Subsection 2(e) below, the Developer shall submit to the Municipality and EOHLC a proposed schedule of monthly rents and utility allowances for all Low- and Moderate-Income Units in the Project. Such schedule shall be subject to the approval of the Municipality and EOHLC for compliance with the requirements of this Section. Rents for Low- and Moderate-Income Units shall not be increased without the Municipality's and EOHLC's prior approval of either (i) a specific request by Developer for a rent increase or (ii) the next annual schedule of rents and allowances. Notwithstanding the foregoing, rent increases shall be subject to the provisions of outstanding leases and shall not be implemented without at least 30 days' prior written notice by Developer to all affected tenants. If an annual request for a new schedule of rents for the Low- and Moderate-Income Units as set forth above is based on a change in the Area median income figures published by HUD, and the Municipality and EOHLC fail to respond to such a submission within thirty (30) days of the Municipality's and EOHLC's receipt thereof, the Municipality and EOHLC shall be deemed to have approved the submission. If an annual request for a new schedule of rents for the Low- and Moderate-Income Units is made for any other reason, and the Municipality and EOHLC fail to respond within thirty (30) days of the Municipality's and EOHLC's receipt thereof, the Developer may send EOHLC and the Municipality a notice of reminder, and if the Municipality and EOHLC fail to respond within thirty (30) days from receipt of such notice of reminder, the Municipality and EOHLC shall be deemed to have approved the submission.

Without limiting the foregoing, the Developer may request a rent increase for the Low and Moderate Units to reflect an increase in the Area median income published by HUD between the date of this Agreement and the date that the Units begin to be marketed or otherwise made available for rental pursuant to Section 4 below; if the Municipality and EOHLC approve such rent increase in accordance with this subsection, the Initial Maximum Rents and Utility Allowances for Low- and Moderate-Income Units in Exhibit B of the Agreement shall be deemed to be modified accordingly.

(c) If, after initial occupancy, the income of a tenant of a Low- and Moderate-Income Unit increases and, as a result of such increase, exceeds the maximum income permitted hereunder for such a tenant, the Developer shall not be in default hereunder so long as either (i) the tenant income does not exceed one hundred forty percent (140%) of the maximum income

permitted or (ii) the Developer rents the next available unit at the Development as a Low- and Moderate-Income Unit in conformance with Section 2(a) of this Agreement, or otherwise demonstrates compliance with Section 2(a) of this Agreement.

(d) If, after initial occupancy, the income of a tenant in a Low- and Moderate-Income Unit increases, and as a result of such increase, exceeds one hundred forty percent (140%) of the maximum income permitted hereunder for such a tenant, at the expiration of the applicable lease term, the rent restrictions shall no longer apply to such tenant.

(e) Throughout the term of this Agreement, the Developer shall annually determine whether the tenant of each Low- and Moderate-Income Unit remains an Eligible Tenant. This determination shall be reviewed by the Municipality and certified to EOHLC as provided in section 2(g), below.

(f) The Developer shall enter into a written lease with each tenant of a Low- and Moderate-Income Unit which shall be for a minimum period of one year and which provides that the tenant shall not be evicted for any reason other than a substantial breach of a material provision of such lease.

(g) Throughout the term of this Agreement, the Chief Executive Officer shall annually certify in writing to EOHLC that each of the Low- and Moderate-Income Units continues to be Low- and Moderate-Income Unit as provided in sections 2 (a) and(c), above; and that the Project and the Low- and Moderate-Income Units have been maintained in a manner consistent with the Regulations and Guidelines and this Agreement.

### 3. Subsidized Housing Inventory.

(a) The Project will be included in the Subsidized Housing Inventory upon the occurrence of one of the events described in 760 CMR 56.03(2). Only Low- and Moderate-Income Units] will be deemed Low- and Moderate-Income housing to be included in the Subsidized Housing Inventory.

(b) Units included in the Subsidized Housing Inventory will continue to be included in the Subsidized Housing Inventory in accordance with 760 CMR 56.03(2) for as long as the following three conditions are met: (1) this Agreement remains in full force and effect and neither the Municipality nor the Developer are in default hereunder; (2) the Project and each of the Low- and Moderate-Income Units continue to comply with the Regulations and the Guidelines as the same may be amended from time to time and (3) each Low- and Moderate-Income Unit remains a Low- and Moderate-Income Unit as provided in section 2(c), above.

4. Marketing. Prior to marketing or otherwise making available for rental any of the Units, the Developer must obtain EOHLC's approval of a marketing plan (the "Marketing Plan") for the Low- and Moderate-Income Units. Such Marketing Plan must describe the tenant selection process for the Low- and Moderate-Income Units and must set forth a plan for affirmative fair marketing of Low- and Moderate-Income Units to protected groups underrepresented in the Municipality, including provisions for a lottery, as more particularly described in the Regulations and Guidelines. At the option of the Municipality, and provided that the Marketing Plan

demonstrates (i) the need for the local preference (e.g., a disproportionately low rental or ownership affordable housing stock relative to need in comparison to the regional area), and (ii) that the proposed local preference will not have a disparate impact on protected classes, the Marketing Plan may also include a preference for local residents for up to seventy percent (70%) of the Low- and Moderate-Income Units, subject to all provisions of the Regulations and Guidelines and applicable to the initial rent-up only. When submitted to EOHLC for approval, the Marketing Plan should be accompanied by a letter from the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) which states that the tenant selection and local preference (if any) aspects of the Marketing Plan have been approved by the Municipality and which states that the Municipality will perform any aspects of the Marketing Plan which are set forth as responsibilities of the Municipality in the Marketing Plan. The Marketing Plan must comply with the Regulations and Guidelines and with all other applicable statutes, regulations and executive orders, and EOHLC directives reflecting the agreement between EOHLC and the U.S. Department of Housing and Urban Development in the case of NAACP, Boston Chapter v. Kemp. **If the Project is located in the Boston-Cambridge-Quincy MA-NH Metropolitan Statistical Area, the Developer must list all Low- and Moderate-Income Units with the City of Boston's MetroList (Metropolitan Housing Opportunity Clearing Center), at Boston City Hall, Fair Housing Commission, Suite 966, One City Hall Plaza, Boston, MA 02201 (671-635-3321).** All costs of carrying out the Marketing Plan shall be paid by the Developer. A failure to comply with the Marketing Plan by the Developer or by the Municipality shall be deemed to be a default of this Agreement. The Developer agrees to maintain for five years following the initial rental of the last Low- and Moderate-Income Unit and for five years following all future rentals, a record of all newspaper advertisements, outreach letters, translations, leaflets, and any other outreach efforts (collectively "Marketing Documentation") as described in the Marketing Plan as approved by EOHLC which may be inspected at any time by EOHLC. All Marketing Documentation must be approved by EOHLC prior to its use by the Developer or the Municipality. The Developer and the Municipality agree that if at any time prior to or during the process of marketing the Low- and Moderate-Income Units, EOHLC determines that the Developer, or the Municipality with respect to aspects of the Marketing Plan that the Municipality has agreed to be responsible for, has not adequately complied with the approved Marketing Plan, that the Developer or Municipality as the case may be, shall conduct such additional outreach or marketing efforts as shall be determined by EOHLC.

5. Non-discrimination. Neither the Developer nor the Municipality shall discriminate on the basis of race, creed, color, sex, age, disability, marital status, national origin, sexual orientation, familial status, genetic information, ancestry, children, receipt of public assistance, or any other basis prohibited by law in the selection of tenants; and the Developer shall not so discriminate in connection with the employment or application for employment of persons for the construction, operation or management of the Project.

6. Inspection. The Developer agrees to comply and to cause the Project to comply with all requirements of the Regulations and Guidelines and all other applicable laws, rules, regulations, and executive orders. EOHLC and the Chief Executive Officer of the municipality shall have access during normal business hours to all books and records of the Developer and the Project in order to monitor the Developer's compliance with the terms of this Agreement.

7. Recording. Upon execution, the Developer shall immediately cause this Agreement and any amendments hereto to be recorded with the Registry of Deeds for the County where the Project is located or, if the Project consists in whole or in part of registered land, file this Agreement and any amendments hereto with the Registry District of the Land Court for the County where the Project is located (collectively hereinafter, the "Registry of Deeds"), and the Developer shall pay all fees and charges incurred in connection therewith. Upon recording or filing, as applicable, the Developer shall immediately transmit to EOHLC and the Municipality evidence of such recording or filing including the date and instrument, book and page or registration number of the Agreement.

8. Representations. The Developer hereby represents, covenants and warrants as follows:

(a) The Developer (i) is a limited liability company duly organized under the laws of the State of Delaware, and is qualified to transact business under the laws of this State, (ii) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (iii) has the full legal right, power and authority to execute and deliver this Agreement.

(b) The execution and performance of this Agreement by the Developer (i) will not violate or, as applicable, has not violated any provision of law, rule or regulation, or any order of any court or other agency or governmental body, and (ii) will not violate or, as applicable, has not violated any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which the Developer is a party or by which it or the Project is bound, and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature.

(c) The Developer will, at the time of execution and delivery of this Agreement, have good and marketable title to the premises constituting the Project free and clear of any lien or encumbrance (subject to encumbrances created pursuant to this Agreement, any loan documents relating to the Project the terms of which are approved by EOHLC, or other permitted encumbrances, including mortgages referred to in paragraph 17, below).

(d) There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Developer, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on business substantially as now conducted (and as now contemplated by this Agreement) or would materially adversely affect its financial condition.

9. Transfer Restrictions.

(a) Except for rental of Units to Low- or Moderate-Income Tenants as permitted by the terms of this Agreement, the Developer will not sell, transfer, lease, or exchange the Project or any portion thereof or interest therein (collectively, a "Sale") or (except as permitted under Section (d) below) mortgage the Property without the prior written consent of EOHLC and the Municipality.

(b) A request for consent to a Sale shall include:

- A signed agreement stating that the transferee will assume in full the Developer's obligations and duties under this Agreement, together with a certification by the attorney or title company that it will be held in escrow and, in the case of any transfer other than a transfer of Beneficial Interests, recorded in the Registry of Deeds with the deed and/or other recorded documents effecting the Sale;
- The name of the proposed transferee and any other entity controlled by or controlling or under common control with the transferee, and names of any affordable housing developments in the Commonwealth owned by such entities;
- A certification from the Municipality that the Development is in compliance with the affordability requirements of this Agreement.

(c) Consent to the proposed Sale shall be deemed to be given unless EOHLC or the Municipality notifies the Developer within thirty (days) after receipt of the request that either

- The package requesting consent is incomplete, or
- The proposed transferee (or any entity controlled by or controlling or under common control with the proposed transferee) has a documented history of serious or repeated failures to abide by agreements of affordable housing funding or regulatory agencies of the Commonwealth or the federal government or is currently in violation of any agreements with such agencies beyond the time permitted to cure the violation, or
- The Project is not being operated in compliance with the affordability requirements of this Agreement at the time of the proposed Sale.

(d) The Developer shall provide EOHLC and the Municipality with thirty (30) day's prior written notice of the following:

- (i) any change, substitution or withdrawal of any general partner, manager, or agent of Developer; or
- (ii) the conveyance, assignment, transfer, or relinquishment of a majority of the Beneficial Interests (herein defined) in Developer (except for such a conveyance, assignment, transfer or relinquishment among holders of Beneficial Interests as of the date of this Agreement).
- (iii) the sale, mortgage, conveyance, transfer, ground lease, or exchange of Developer's interest in the Project or any party of the Project.

For purposes hereof, the term "Beneficial Interest" shall mean: (i) with respect to a partnership, any partnership interests or other rights to receive income, losses, or a return on equity

contributions made to such partnership; (ii) with respect to a limited liability company, any interests as a member of such company or other rights to receive income, losses, or a return on equity contributions made to such company; or (iii) with respect to a company or corporation, any interests as an officer, board member or stockholder of such company or corporation to receive income, losses, or a return on equity contributions made to such company or corporation.

Notwithstanding the above, EOHLC's consent under this Section 9 shall not be required with respect to the grant by the Developer of any mortgage or other security interest in or with respect to the Project to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional lender made at no greater than the prevailing rate of interest or any exercise by any such mortgagee of any of its rights and remedies (including without limitation, by foreclosure or by taking title to the Project by deed in lieu of foreclosure), subject, however to the provisions of Section 14 hereof.

Notwithstanding anything contained in this Agreement, (i) a change in the general partner or manager does not require prior notice or consent if made between the then-existing general partner or manager and an affiliate under the control of or under common control with the then-existing general partner or manager or if made between the then-existing general partner or manager and an affiliate of the majority limited partner or member in Developer as of the date of this Agreement; and (ii) transfers of upper-tier indirect ownership interests in the Developer, which transfers, together with any prior transfers, would not result in a change of control with respect to day-to-day decision making over the Project, a change in control of decisions regarding the appointment of management agent, if applicable, or a change in control over decision making regarding sale or refinancing of the Project, do not require prior notice or consent and do not constitute "Beneficial Interests."

Developer hereby agrees that it shall provide copies of any and all written notices received by Developer from a mortgagee exercising or threatening to exercise its foreclosure rights under the mortgage.

#### 10. Casualty; Demolition; Change of Use.

(a) The Developer represents, warrants, and agrees that if the Project, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, the Developer (subject to the approval of the lender(s) which has provided financing) will use its best efforts to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Project in accordance with this Agreement.

(b) The Developer shall not, without prior written approval of EOHLC and the Municipality and an amendment to this Agreement, change the type or number of Low- and Moderate-Income Units. The Developer shall not demolish any part of the Project or substantially subtract from any real or personal property of the Project, or permit the use of the dwelling accommodations of the Project for any purpose except residences and any other uses permitted by the applicable zoning then in effect;

11. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. Any amendments to this Agreement must be in writing and executed by all of the parties hereto. The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portions hereof.

12. Notices. All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when delivered by hand or when mailed by certified or registered mail, postage prepaid, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate by written notice:

EOHLC: Executive Office of Housing and Livable Communities  
Attention: Local Initiative Program Director  
100 Cambridge Street, 3rd Floor  
Boston, MA 02114

Municipality: Town of Lexington  
Attention: Town Manager  
1625 Massachusetts Avenue  
Lexington, MA 02420

Developer: 17 Hartwell JV LLC  
Attention: Regional General Counsel  
800 Boylston Street, Suite 1900  
Boston, MA 02199

With a copy to: 17 Hartwell JV LLC  
Attention: Chris Carr – Development  
800 Boylston Street, Suite 1900  
Boston, MA 02199

13. Term.

(a) This Agreement and all of the covenants, agreements and restrictions contained herein shall be deemed to be an affordable housing restriction as that term is defined in G.L. c. 184, § 31 and as that term is used in G.L. c.184, § 26, 31, 32 and 33. This Agreement shall bind, and the benefits shall inure to, respectively, Developer and its successors and assigns, and EOHLC and its successors and assigns and the Municipality and its successors and assigns. EOHLC has determined that the acquiring of such affordable housing restriction is in the public interest. The term of this Agreement, the rental restrictions, and other requirements provided herein shall be perpetual.

(b) The Developer intends, declares and covenants on behalf of itself and its successors and assigns (i) that this Agreement and the covenants, agreements and restrictions



contained herein shall be and are covenants running with the land, encumbering the Project for the term of this Agreement, and are binding upon the Developer's successors in title, (ii) are not merely personal covenants of the Developer, and (iii) shall bind the Developer, its successors and assigns and enure to the benefit of EOHLC and the Municipality and their successors and assigns for the term of the Agreement. Developer hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts to be satisfied in order for the provisions of this Agreement to constitute restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements of privity of estate are also deemed to be satisfied in full.

14. Lender Foreclosure. The rights and restrictions contained in this Agreement shall not lapse if the Project is acquired through foreclosure or deed in lieu of foreclosure or similar action, and the provisions hereof shall continue to run with and bind the Project.

15. Further Assurances. The Developer and the Municipality each agree to submit any information, documents, or certifications requested by EOHLC which EOHLC shall deem necessary or appropriate to evidence the continuing compliance of the Project Sponsor and the Municipality with the terms of this Agreement.

16. Default.

(a) The Developer and the Municipality each covenant and agree to give EOHLC written notice of any default, violation or breach of the obligations of the Developer or the Municipality hereunder, (with a copy to the other party to this Agreement) within seven (7) days of first discovering such default, violation or breach (a "Default Notice"). If EOHLC becomes aware of a default, violation, or breach of obligations of the Developer or the Municipality hereunder without receiving a Default Notice from Developer or the Municipality, EOHLC shall give a notice of such default, breach or violation to the offending party (with a copy to the other party to this Agreement) (the "EOHLC Default Notice"). If any such default, violation, or breach is not cured to the satisfaction of EOHLC within thirty (30) days after the giving of the Default notice by the Developer or the Municipality, or if no Default Notice is given, then within thirty (30) days after the giving of the EOHLC Default Notice, then at EOHLC's option, and without further notice, EOHLC may either terminate this Agreement, or EOHLC may apply to any state or federal court for specific performance of this Agreement, or EOHLC may exercise any other remedy at law or in equity or take any other action as may be necessary or desirable to correct non-compliance with this Agreement.

(b) If EOHLC elects to terminate this Agreement as the result of a breach, violation, or default hereof, which breach, violation, or default continues beyond the cure period set forth in this Section 16, then the Low- and Moderate-Income Units and any other Units at the Project which have been included in the Subsidized Housing Inventory shall from the date of such termination no longer be deemed Low- and Moderate-Income housing for the purposes of the Act and shall be deleted from the Subsidized Housing Inventory.

(c) The Developer acknowledges that the primary purpose for requiring compliance by the Developer with the restrictions provided herein is to create and maintain long-term affordable rental housing, and by reason thereof the Developer agrees that EOHLC or the Municipality or any prospective, present, or former tenant shall be entitled for any breach of the

provisions hereof, and in addition to all other remedies provided by law or in equity, to enforce the specific performance by the Developer of its obligations under this Agreement in a state court of competent jurisdiction. The Developer further specifically acknowledges that the beneficiaries of its obligations hereunder cannot be adequately compensated by monetary damages in the event of any default hereunder. In the event of a breach of this Agreement, the Developer shall reimburse EOHLC for all costs and attorney's fees associated with such breach.

17. Mortgagee Consents. The Developer represents and warrants that it has obtained the consent of all existing mortgagees of the Project to the execution and recording of this Agreement and to the terms and conditions hereof and that all such mortgagees have executed the Consent and Subordination of Mortgage to Regulatory Agreement attached hereto and made a part hereof.

**[REMAINDER OF PAGE INTENTIONALLY BLANK]**

Executed as a sealed instrument as of the date first above written.

DEVELOPER

17 HARTWELL JV LLC, a Delaware limited liability company

By: BXP 17 Hartwell JV Member LLC, a Delaware limited liability company

By: Boston Properties Limited Partnership, a Delaware limited partnership, its sole member and manager

By: BXP, Inc., a Delaware corporation, its general partner

By: \_\_\_\_\_  
Name:  
Title:

By: The Northwestern Mutual Life Insurance Company, a Wisconsin corporation

By: Northwestern Mutual Investment Management Company, a Wisconsin corporation, its member

By: \_\_\_\_\_  
Name:  
Title:

EXECUTIVE OFFICE OF HOUSING AND  
LIVABLE COMMUNITIES

By: \_\_\_\_\_  
Its:

MUNICIPALITY

By: \_\_\_\_\_  
Its Chief Executive Officer

Attachments: Exhibit A - Legal Property Description  
Exhibit B - Rents for Low- and Moderate-Income Units

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF \_\_\_\_\_, ss. \_\_\_\_\_, 20\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding document, as \_\_\_\_\_ of BXP, Inc., the general partner of Boston Properties Limited Partnership, the sole member and manager of BXP 17 Hartwell JV Member LLC, a member of 17 Hartwell JV LLC, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

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

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF \_\_\_\_\_, ss. \_\_\_\_\_, 20\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding document, as \_\_\_\_\_ of Northwestern Mutual Investment Management Company, on behalf of The Northwestern Mutual Life Insurance Company, a member of 17 Hartwell JV LLC, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

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

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF \_\_\_\_\_, ss. \_\_\_\_\_, 20\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding document, as \_\_\_\_\_ for the Commonwealth of Massachusetts acting by and through the Executive Office of Housing and Livable Communities, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

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

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF \_\_\_\_\_, ss. \_\_\_\_\_, 20\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding document, as \_\_\_\_\_ for the City/Town of \_\_\_\_\_, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

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

**CONSENT AND SUBORDINATION OF MORTGAGE  
TO REGULATORY AGREEMENT**

Reference is hereby made to a certain Mortgage dated \_\_\_\_\_ given by \_\_\_\_\_ to \_\_\_\_\_, recorded with the \_\_\_\_\_ Registry of Deeds at Book \_\_\_\_\_, Page \_\_\_\_\_ ("Mortgage").

The Undersigned, present holder of said Mortgage, hereby recognizes and consents to the execution and recording of this Agreement and agrees that the aforesaid Mortgage shall be subject and subordinate to the provisions of this Agreement, to the same extent as if said Mortgage had been registered subsequent thereto. The Undersigned further agrees that in the event of any foreclosure or exercise of remedies under said Mortgage it shall comply with the terms and conditions hereof.

[NAME OF LENDER]  
Northwestern Mutual Life Insurance Company

By: \_\_\_\_\_  
Its: \_\_\_\_\_

(If the Development has more than one mortgagee, add additional consent forms.)

**COMMONWEALTH OF MASSACHUSETTS**

COUNTY OF \_\_\_\_\_, ss. \_\_\_\_\_, 20\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which were \_\_\_\_\_, to be the person whose name is signed on the preceding document, as \_\_\_\_\_ of \_\_\_\_\_ Bank, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

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

## EXHIBIT A

Re: 17 Hartwell Avenue  
(Project name)  
Lexington, MA  
(City/Town)  
BP 17 Hartwell LLC  
(Developer)

### Property Description

That certain parcel of land on Hartwell Avenue in Lexington, Massachusetts shown as containing 5.25 acres on a plan entitled "Plan of Land in Lexington, Mass.", dated May 10, 1966, by Albert A. Miller and Wilbur C. Nylander, Civil Engineers & Surveyors, recorded with said Middlesex South District Registry of Deeds, Book 11264, Page 518, as Plan No. 1465 of 1966.

## EXHIBIT B

Re: 17 Hartwell Avenue  
(Project name)  
Lexington, MA  
(City/Town)  
BP 17 Hartwell LLC  
(Developer)

### Initial Maximum Rents and Utility Allowances for Low- and Moderate-Income Units

	<u>Gross Rents</u>	<u>Utility Allowance</u>	<u>Net Rents</u>
Studio units	\$2,316	\$146	\$2,170
One-bedroom units	\$2,646	\$204	\$2,442
Two-bedroom units	\$2,977	\$304	\$2,673
Three-bedroom units	\$3,307	\$389	\$2,918



# **AGENDA ITEM SUMMARY**

## **LEXINGTON SELECT BOARD MEETING**

### **AGENDA ITEM TITLE:**

Approve: Modifications to Schematic Design on the Lowell Street Affordable Housing Project

### **PRESENTER:**

Dave Traggorth, Causeway  
Development

### **ITEM NUMBER:**

I.1

### **SUMMARY:**

#### **Category: Decision-making**

Dave Traggorth, Causeway Development will present the Modifications to Schematic Design on the Lowell Street Affordable Housing Project to the Select Board.

### **SUGGESTED MOTION:**

### **FOLLOW-UP:**

Town Manager's Office.

### **DATE AND APPROXIMATE TIME ON AGENDA:**

9/29/2025

6:45pm

### **ATTACHMENTS:**

Description	Type
☐ Lexington Parcel 68-44_AHT Presentation	Backup Material
☐ Lexington Modification Letter	Backup Material
☐ Memo to Select Board re. Causeway Development Design Modification	Backup Material

# Lexington Parcel 68-44

Affordable Housing Trust Meeting  
9/4/2025

**causeway**  
DEVELOPMENT

**Project Owner / Developer:**  
Causeway Development

**merge**

**Architect:**  
Merge Architects

**offshoots**  
PRODUCTIVE LANDSCAPES

**Landscape Architect:**  
Offshoots, Inc.

**HAYCON**

**Builder:**  
Haycon Inc.

**MWE**

**Civil Engineer / Land Surveyor:**  
MetroWest Engineering

**SUSTAINABLE  
COMFORT**

**Sustainability Consultant:**  
Sustainable Comfort

**PEABODY  
PROPERTIES**

**Property Manager:**  
Peabody Properties

**Nutter**  
uncommon law

**Permitting Attorney:**  
Nutter McClennen & Fish LLP

# What we've been up to:

- Additional surveying
- Identification and surveying of all trees on site
- Additional soils analysis
- Modifications to site layouts to accommodate all project goals with latest information
- Project eligibility letter received from EOHLC

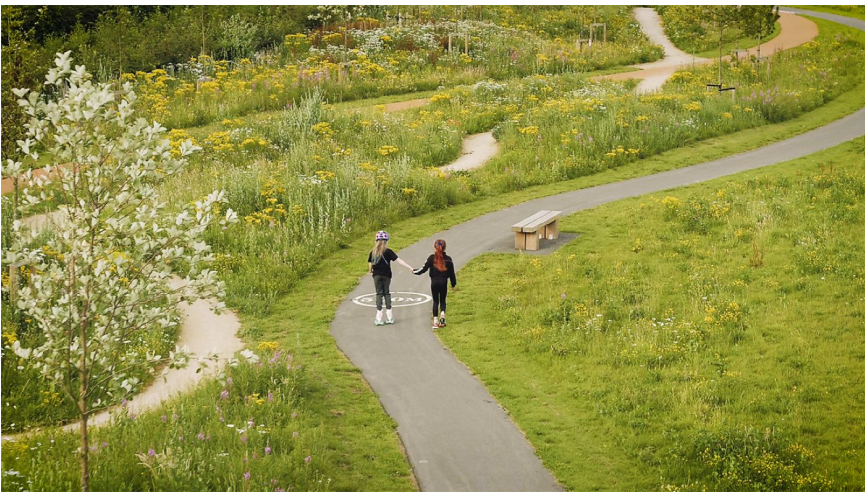
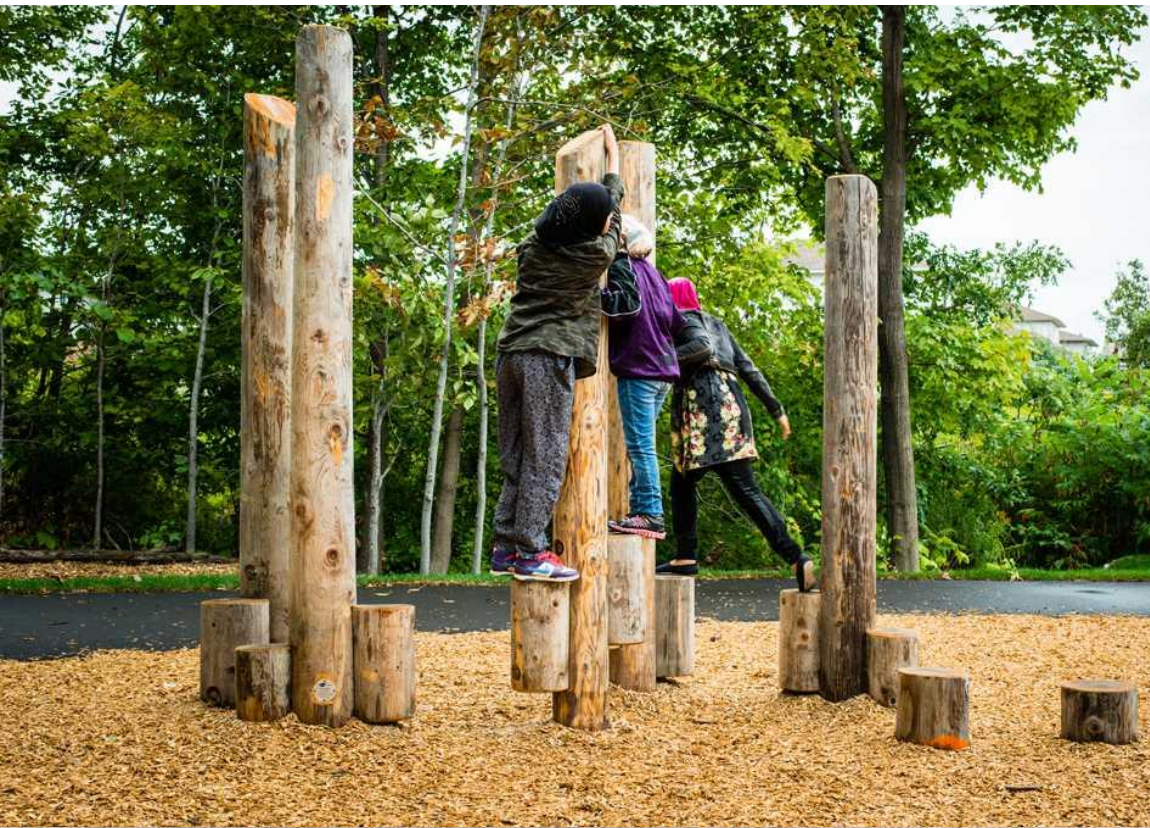




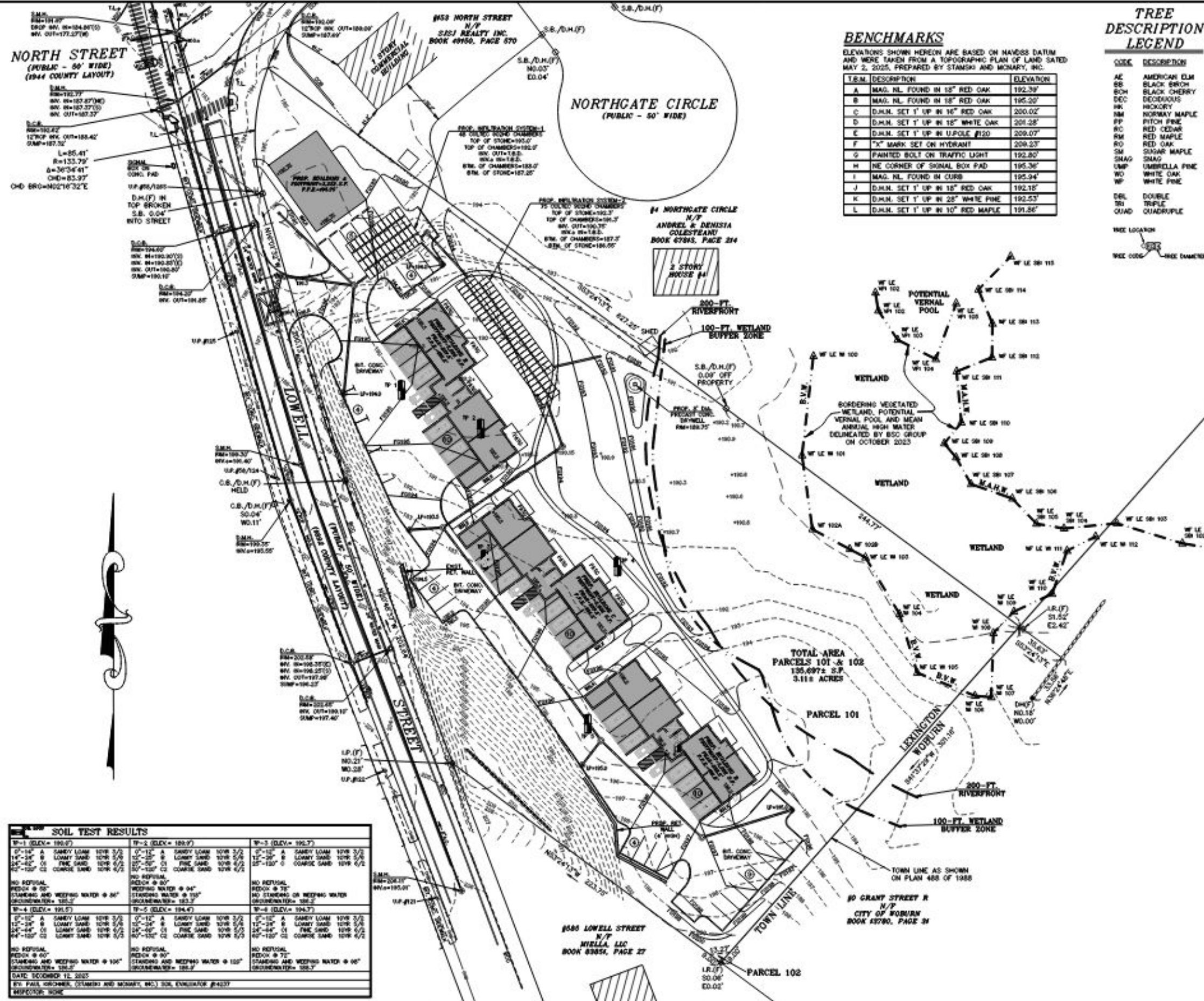












**BENCHMARKS**

ELEVATIONS SHOWN HEREON ARE BASED ON NAVD83 DATUM AND WERE TAKEN FROM A TOPOGRAPHIC PLAN OF LAND DATED MAY 2, 2025, PREPARED BY STAMSKI AND MONARY, INC.

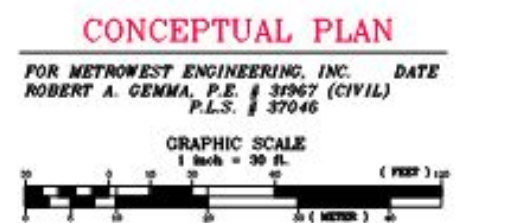
ITEM	DESCRIPTION	ELEVATION
A	MAG. N.L. FOUND IN 18" RED OAK	192.39
B	MAG. N.L. FOUND IN 18" RED OAK	195.20
C	D.H.M. SET 1" UP IN 18" RED OAK	200.02
D	D.H.M. SET 1" UP IN 18" WHITE OAK	201.28
E	D.H.M. SET 1" UP IN UPOLE #120	209.07
F	"X" MARK SET ON HYDRANT	209.23
G	PAINTED BOLT ON TRAFFIC LIGHT	192.80
H	NE CORNER OF SIGNAL BOX PAD	195.36
I	MAG. N.L. FOUND IN CURB	195.94
J	D.H.M. SET 1" UP IN 18" RED OAK	192.18
K	D.H.M. SET 1" UP IN 28" WHITE PINE	192.53
L	D.H.M. SET 1" UP IN 10" RED MAPLE	191.86

**TREE DESCRIPTION LEGEND**

CODE	DESCRIPTION
AE	AMERICAN ELM
BB	BLACK BIRCH
BOH	BLACK CHERRY
DEC	DECIDUOUS
HK	HICKORY
NM	NORWAY MAPLE
PP	PITCH PINE
RC	RED CEDAR
RM	RED MAPLE
RO	RED OAK
SM	SUGAR MAPLE
SNAG	SNAG
UMP	UMBRELLA PINE
WO	WHITE OAK
WP	WHITE PINE
DBL	DOUBLE
TRI	TRIPLE
QUAD	QUADRUPLE

WEE LOCATION  
WEE CODE  
WEE DAMAGE

- NOTES:**
- SUBJECT PARCEL IS SHOWN AS ASSESSORS MAP 68, LOT 44, RECORD TITLE FROM BOOK 13734, PAGE 705.
  - UTILITY LOCATIONS DEPICTED ON THIS PLAN, BOTH ABOVE- AND BELOW-GROUND, ARE BASED UPON DIRECT FIELD OBSERVATIONS MADE BY METROWEST ENGINEERING, INC. PERSONNEL DURING A FIELD SURVEY. RECORD PLAN LOCATIONS, OR DISAPPEAR, PAINT-INDICATORS, METROWEST ENGINEERING, INC. DOES NOT WARRANT THAT ALL UTILITIES ARE SHOWN OR THAT UTILITIES THAT ARE DEPICTED ARE SHOWN IN THE CORRECT LOCATION, OR WITH THE PROPER MATERIAL DESIGNATION. METROWEST ENGINEERING, INC. DOES NOT WARRANT OR PROVIDE AN EXPRESS OR IMPLIED WARRANTY THAT ALL SUBSURFACE IMPROVEMENTS ARE SHOWN OR ARE SHOWN CORRECTLY, INCLUDING, BUT NOT LIMITED TO, UTILITIES, UNDERGROUND VAULTS, UNDERGROUND TANKS OR CHAMBERS, BURNERS, DUCT BANKS, AND/OR OTHER MAN-MADE IMPROVEMENTS THAT LIE BENEATH THE GROUND SURFACE AT THE TIME OF THE SURVEY. EXISTING CONDITIONS INFORMATION SHOWN HEREON IS A COMBINATION OF AN ON-SITE SURVEY PERFORMED BY METROWEST ENGINEERING, INC. AND FROM A "TOPOGRAPHIC PLAN OF LAND" DATED MAY 2, 2025, PREPARED BY STAMSKI AND MONARY, INC.
  - CONTRACTOR IS SOLELY RESPONSIBLE FOR ESTABLISHING EXISTING LOCATIONS OF ALL SUB-SURFACE UTILITIES AND MAN-MADE IMPROVEMENTS AND FOR THE RECOMMENDATIONS TO REPLACE, RELOCATE OR REPAIR EXISTING UTILITIES IN THE EVENT OF DAMAGE OCCURRING DURING CONSTRUCTION. MWE IS NOT RESPONSIBLE OR LIABLE FOR DELAYS OR COSTS ASSOCIATED WITH REMOVING/REPLACING/RELOCATING OF EXISTING UTILITIES REGARDLESS OF WHETHER SAID UTILITIES ARE ACCURATELY DEPICTED ON THIS SURVEY.
  - THE PROPERTY DESCRIBED ON THIS SURVEY DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD AREA AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. THE PROPERTY LIES WITHIN ZONE "X" OF THE FLOOD INSURANCE RATE MAP IDENTIFIED AS MAP NUMBER 2507700404R, BEARING AN EFFECTIVE DATE OF JULY 6, 2025.



**SOIL TEST RESULTS**

TEST	LOCATION	DEPTH	SOIL TYPE	WATER CONTENT	LIQUID LIMIT	PLASTIC LIMIT	SHRINKAGE
SP-1	LOC. 1	10.0'	SANDY LOAM	10.5%	15.0	10.0	1.0
SP-2	LOC. 2	10.0'	SANDY LOAM	10.5%	15.0	10.0	1.0
SP-3	LOC. 3	10.0'	SANDY LOAM	10.5%	15.0	10.0	1.0
SP-4	LOC. 4	10.0'	SANDY LOAM	10.5%	15.0	10.0	1.0
SP-5	LOC. 5	10.0'	SANDY LOAM	10.5%	15.0	10.0	1.0
SP-6	LOC. 6	10.0'	SANDY LOAM	10.5%	15.0	10.0	1.0
SP-7	LOC. 7	10.0'	SANDY LOAM	10.5%	15.0	10.0	1.0
SP-8	LOC. 8	10.0'	SANDY LOAM	10.5%	15.0	10.0	1.0
SP-9	LOC. 9	10.0'	SANDY LOAM	10.5%	15.0	10.0	1.0
SP-10	LOC. 10	10.0'	SANDY LOAM	10.5%	15.0	10.0	1.0

DATE: DECEMBER 12, 2023  
BY: PAUL CROCHER, (STAMSKI AND MONARY, INC.) SOIL EVALUATOR #4227  
WET/DRY: NONE

**PROPOSED SITE PLAN**  
#591 LOWELL STREET  
IN  
LEXINGTON, MASS.  
(MIDDLESEX COUNTY)

PREPARED FOR: CAUSEWAY DEVELOPMENT LLC  
PO BOX 246  
HANOVER, MA 02339  
ATTN: DAVID TRACGORTH

PROPERTY OF: TOWN OF LEXINGTON  
1625 MASSACHUSETTS AVENUE  
LEXINGTON, MA 02418

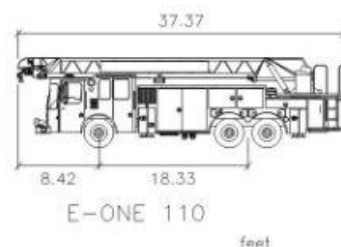
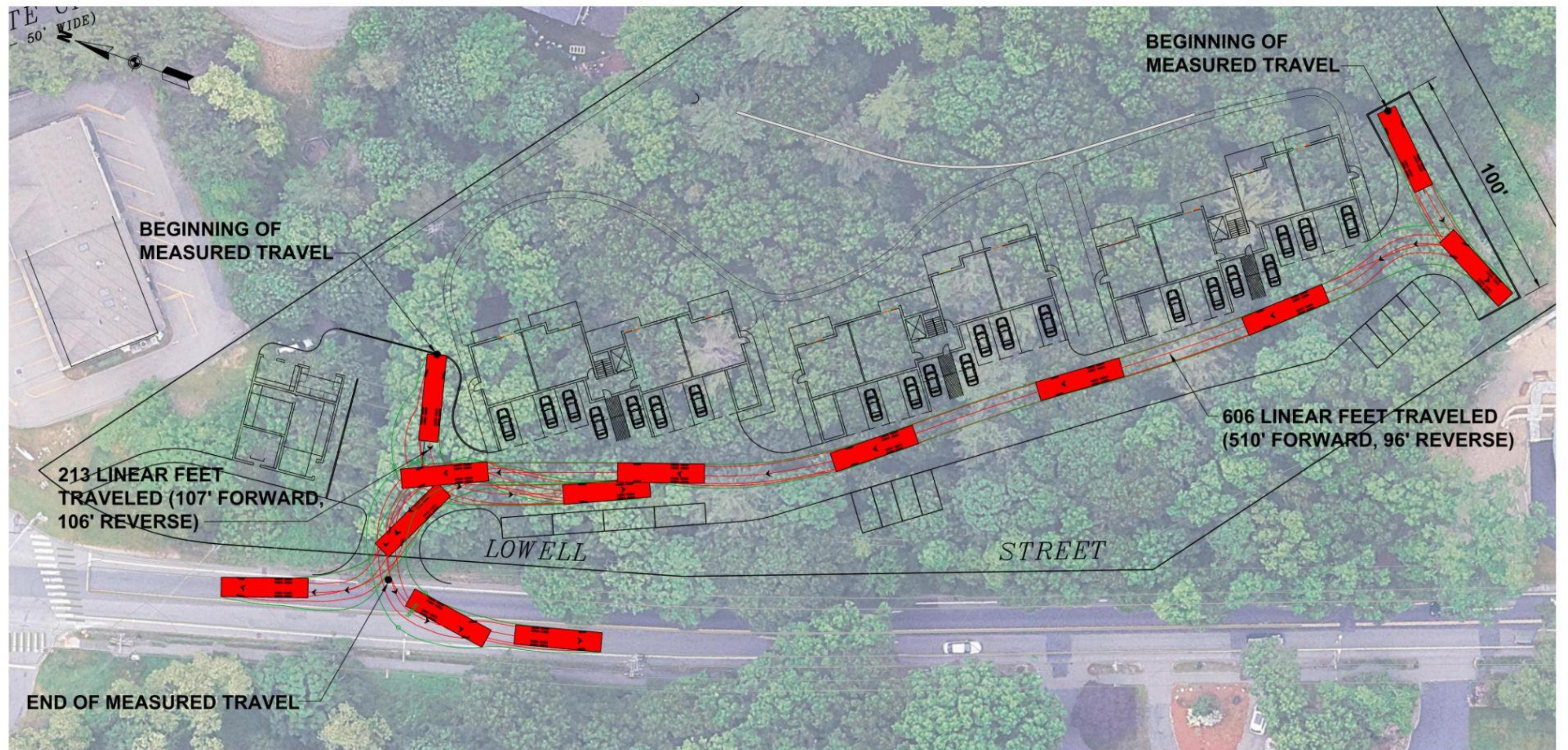
ENGINEERS & SURVEYORS:  
**MWE** METROWEST ENGINEERING, INC.  
75 FRANKLIN STREET  
FRAMINGHAM, MA 01702  
TELE: (508)626-0063  
EMAIL: INFO@MWEENGINEERING.COM

**SHEET C6.0** DATE: AUGUST 4, 2025  
CALC'D BY: RAD FIELD BN: 773/784 CAD FILE: CAUSEWAY\_SF03\_R1.dwg  
DRAFTER: CJC PROJECT: LEX\_LOW DWG FILE:









FIRE TRUCK EXITING SITE  
TURNING EXHIBIT

PROJECT:  
PARCEL 68-44 HOUSING  
LEXINGTON, MASSACHUSETTS  
PROPOSER:  
CAUSEWAY DEVELOPMENT LLC



Amenity Pavilion with Grills

Communal Landscape Zone



Community Building with  
Housing on Upper Floors

Site Entry

Visitor and Resident Parking

Typical Residential Building  
(12 Units per Building)

Solar Panel (PV) Arrays on  
South Facing Sloped Roofs

Two Way Road

Sloped Vegetation Buffer









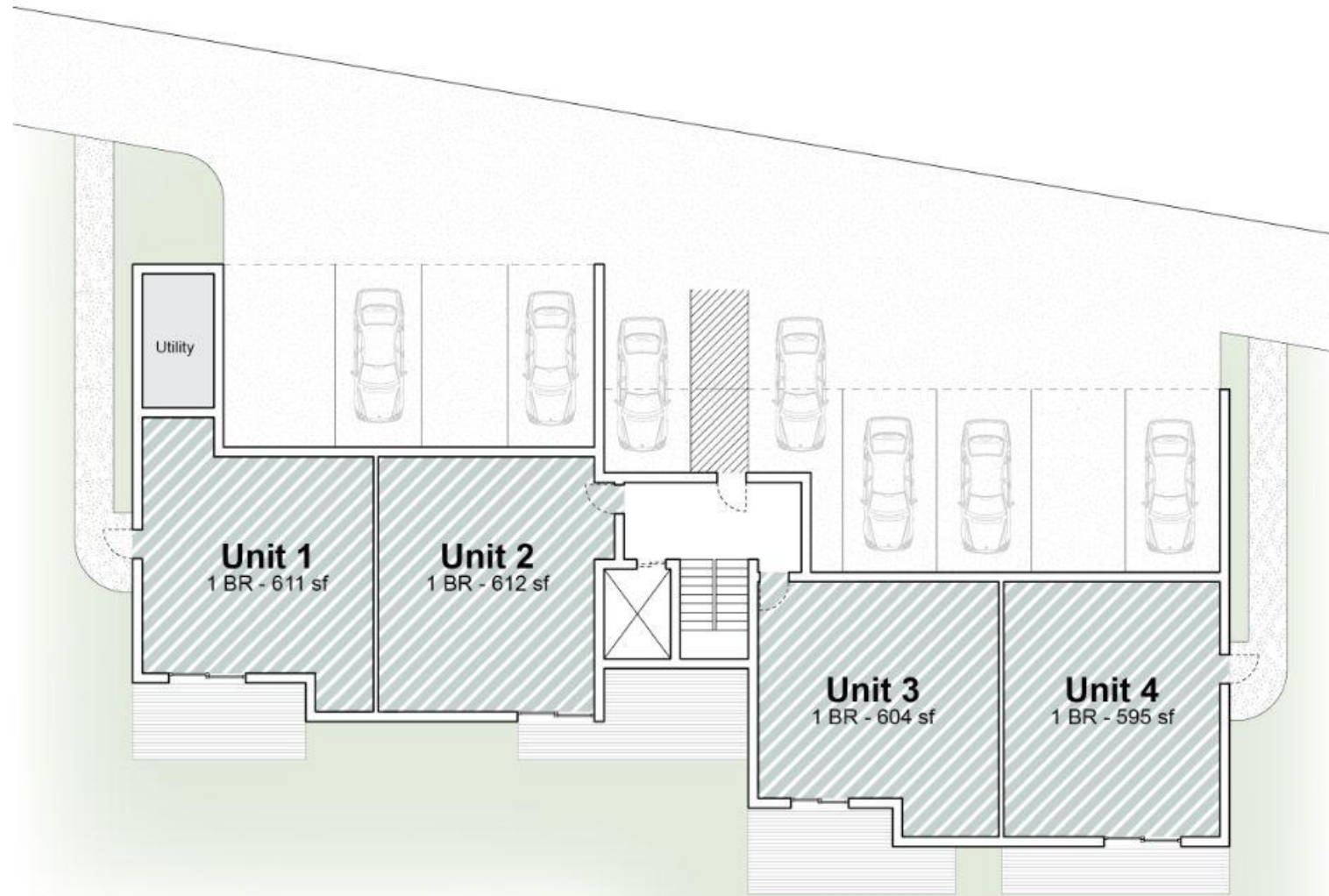












GROUND FLOOR

UNIT TYPE	PER BUILDING	TOTAL
1 Bed	4	14
2 Bed	6	18
3 Bed	2	8

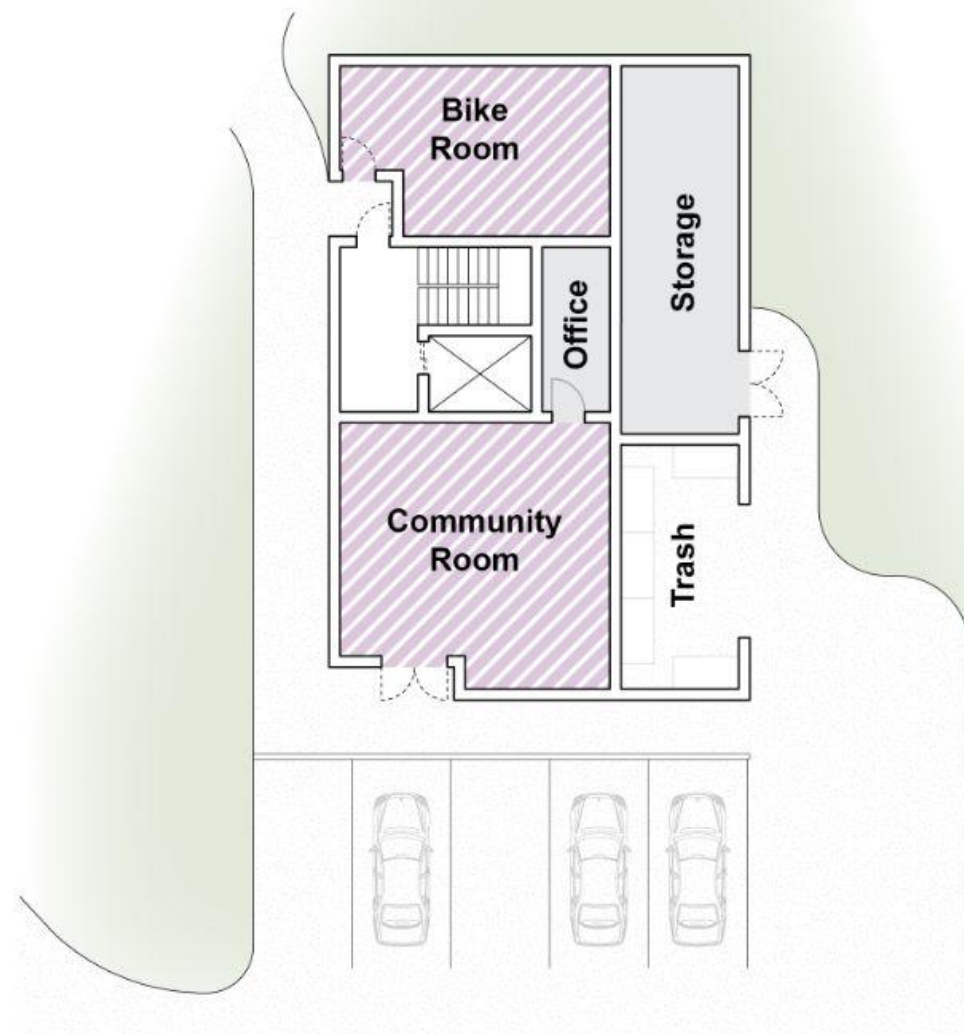


SECOND FLOOR

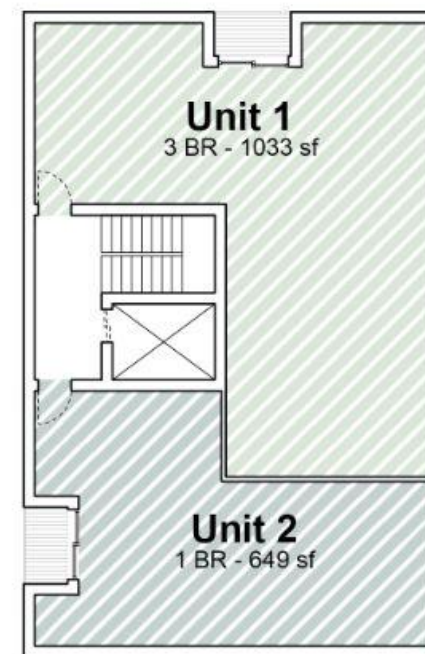


THIRD FLOOR

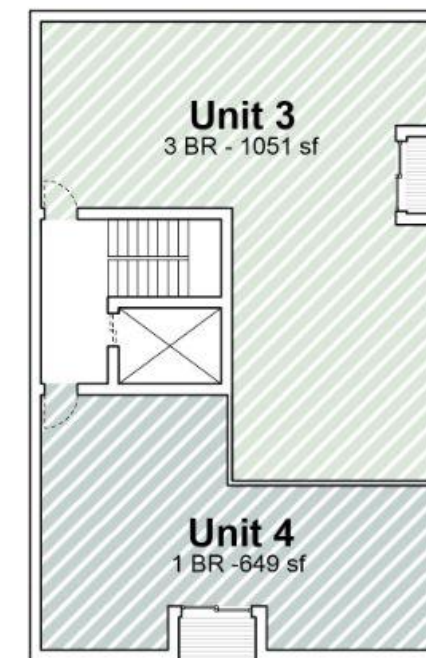







GROUND FLOOR

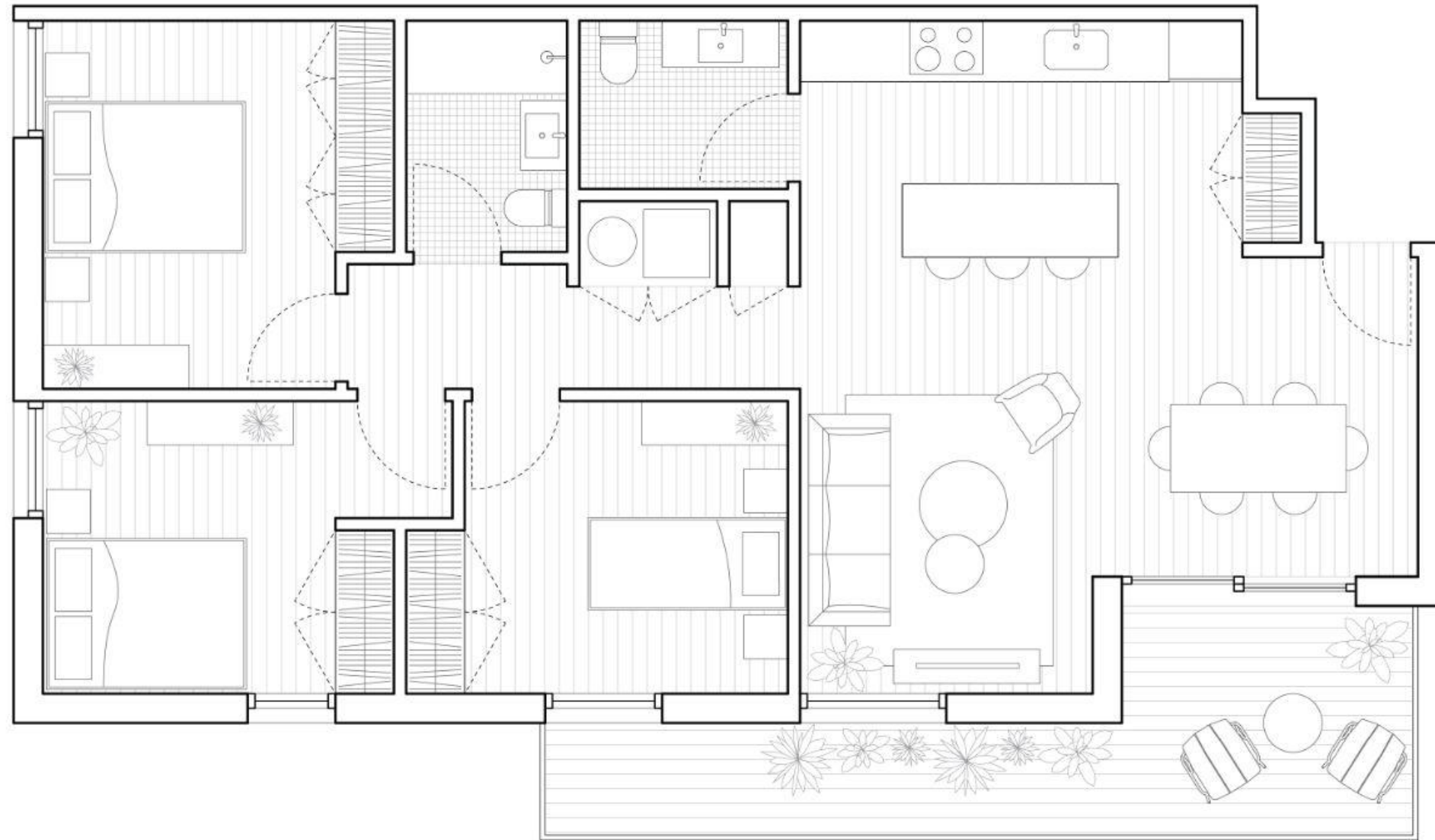


SECOND FLOOR



THIRD FLOOR

UNIT TYPE	PER BUILDING	TOTAL
 1 Bed	2	14
 2 Bed	0	18
 3 Bed	2	8



## Typical 3 Bed Unit

3 Bed / 1.5 Bath

998 sf



Primary Building Type - Typical 3 Bed





## Typical 2 Bed Unit

2 Bed / 1 Bath

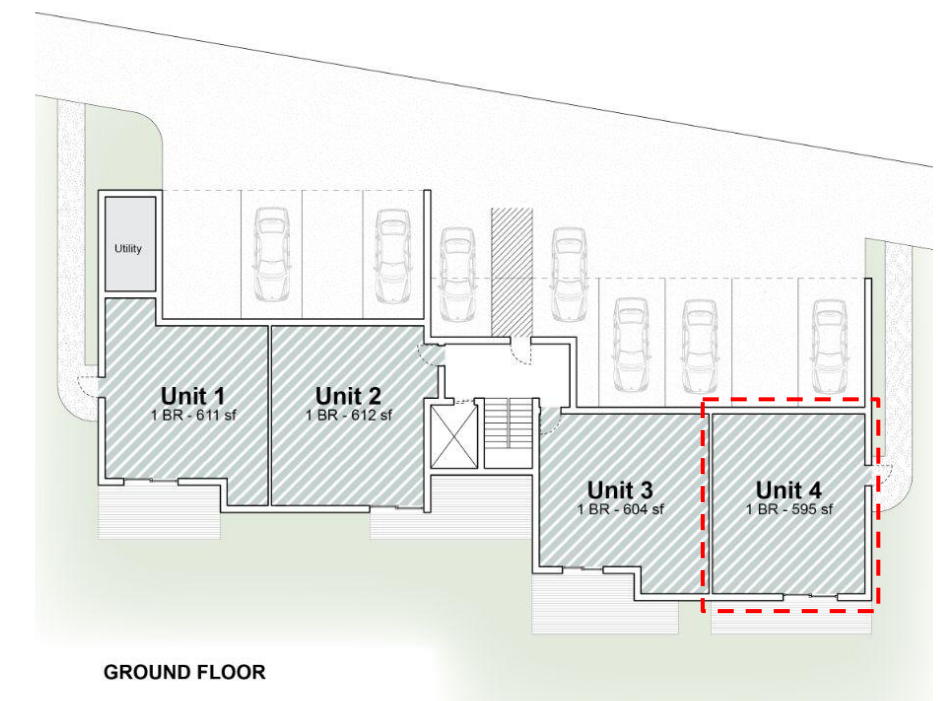
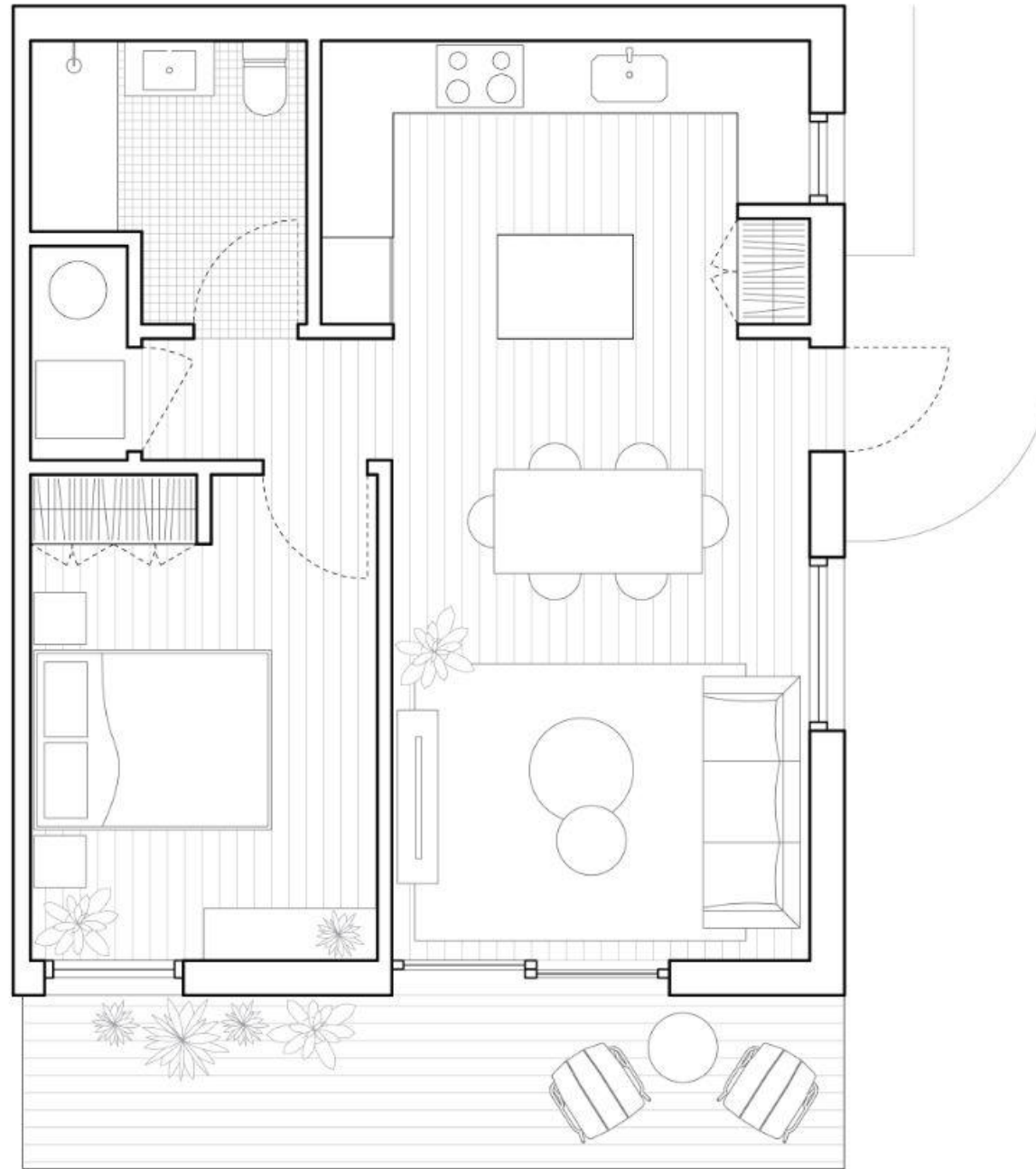
812 sf

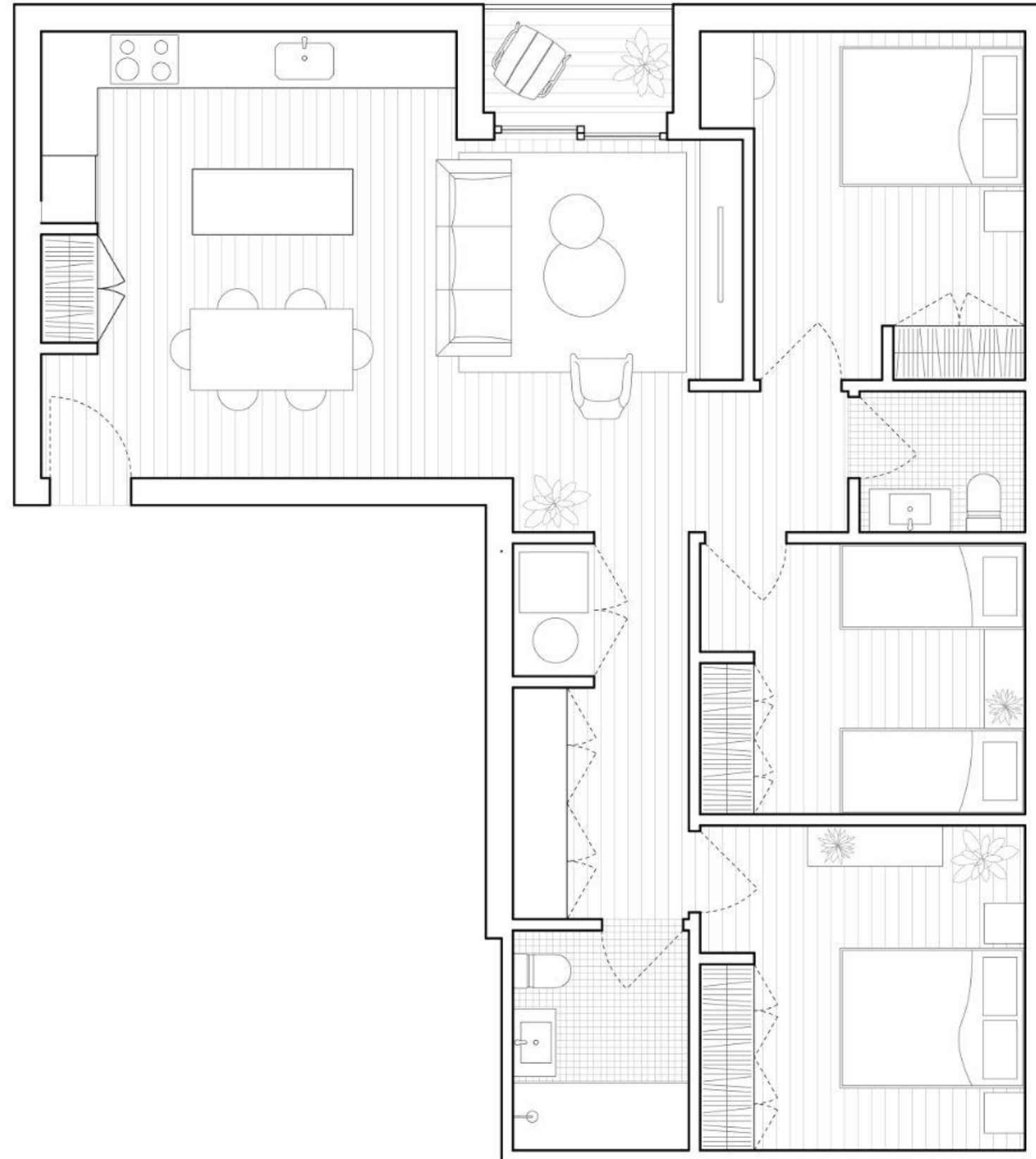




## Typical 1 Bed Unit

1 Bed / 1 Bath  
595 sf

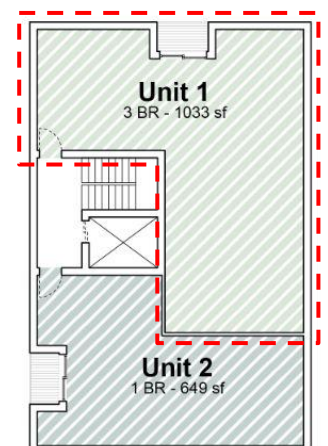


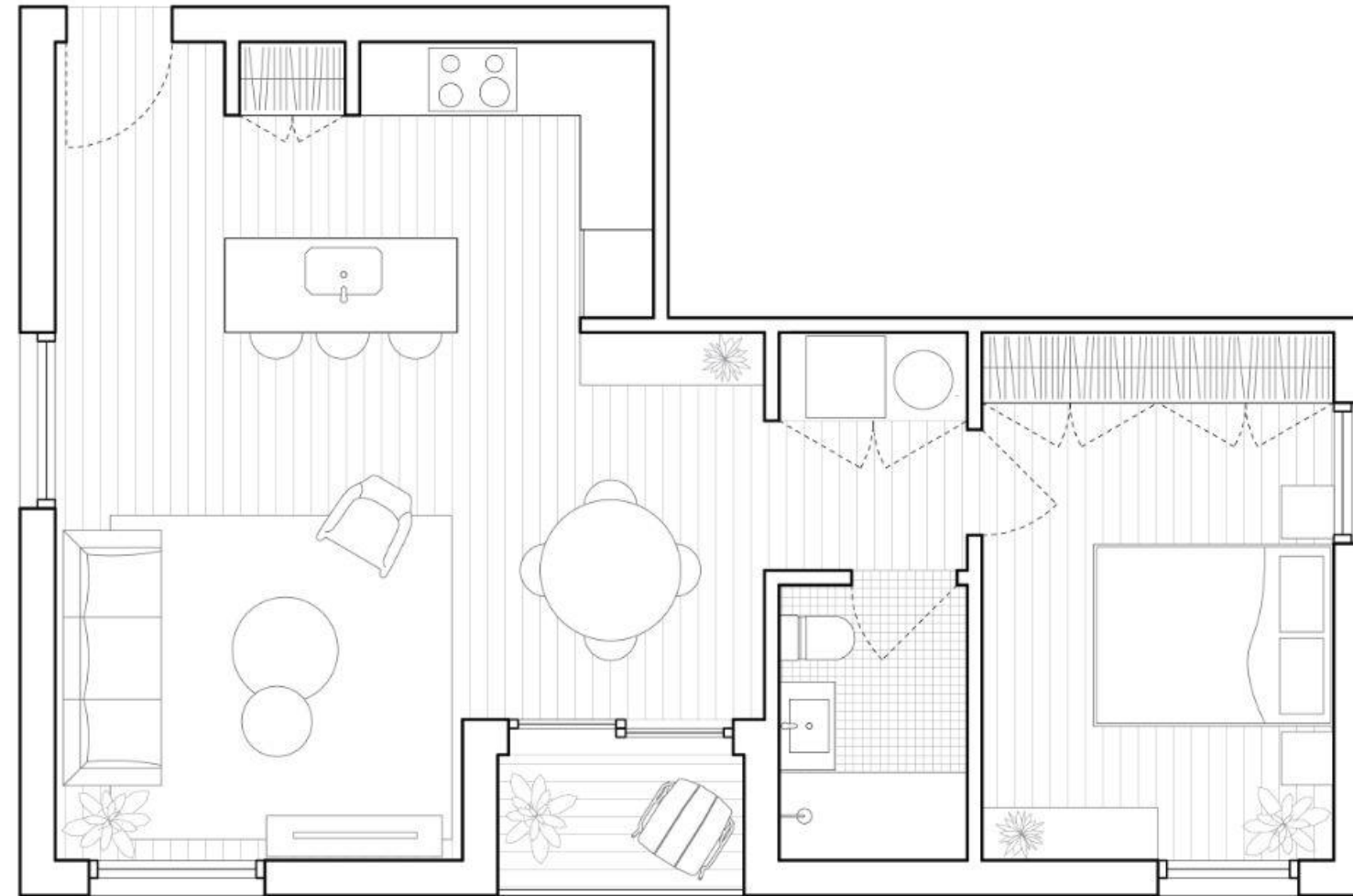


## Typical 3 Bed Unit

3 Bed / 1.5 Bath

1,033 sf





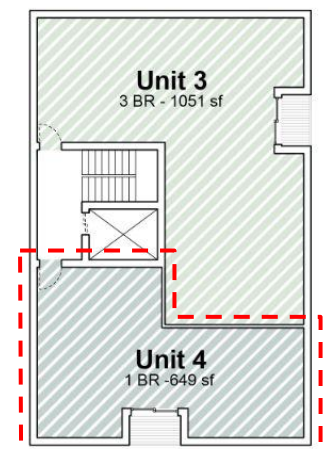
## Typical 1 Bed Unit

1 Bed / 1 Bath

649 sf



Community Building - Typical 1 Bed



THIRD FLOOR



September 10, 2025

Town of Lexington  
Attn: Steve Bartha, Town Manager  
Town Hall  
1625 Massachusetts Avenue  
Lexington, MA 02420  
Email: [sbartha@lexingtonma.gov](mailto:sbartha@lexingtonma.gov)

RE: Lowell Street Affordable Housing Site Modifications

Dear Mr. Bartha and Select Board Members:

Over the past several months, we have continued to advance the design of the Lowell Street Affordable Housing Project, including updated surveying, tree identification and analysis, and expanded geotechnical and soils testing. While the originally proposed layout could be made workable from an engineering perspective, further study demonstrated that a modified layout would provide tangible benefits to future residents, abutters, and the wider Lexington community and we want to share these modifications with you.

We presented these refinements on August 26th in a Design Review Team (DRT) meeting attended by staff from Building, Engineering, Fire, Zoning, Traffic, Planning, and Conservation. We subsequently presented the modified design to the Affordable Housing Trust at its September 4th meeting. Town staff and the Affordable Housing Trust expressed a preference for this modified plan over the loop scheme. We believe the modified layout is preferable for the reasons outlined below.

**Benefits of the modified layout include:**

- **Improved green space:** The widened loop road in the prior scheme compressed the central greenspace. The new scheme consolidates this into a contiguous, pedestrian-oriented green, buffered from vehicles, and directly connected to the community room and natural buffer zone. It also increases the separation between the new homes and existing neighbors along the plan north.
- **Reduced impervious area and footprint:** By changing the loop road to a two way in/out road, the scheme significantly decreases pavement, avoids the need for permeable paving and extensive soil excavation along with it, and eliminates a detention basin. As is the case today, after the proposed renovations are complete, all stormwater will remain on site.
- **Better grading and accessibility:** The number and scale of retaining walls are reduced, with only one small wall remaining at the plan south of the site near the existing rock outcropping. The new grading works more seamlessly with existing topography and

improves site-wide accessibility, creating possible connections between the buffer zone and the residential areas.

- **Tree preservation and healthier planting:** The prior scheme required road widening and underground chambers that would have required more extensive tree cutting than originally planned, especially along Lowell Street. The revised plan better preserves mature trees and allows for new plantings to grow to full size, enhancing long-term canopy and ecological benefit.

**What has not changed:**

- Forty homes are still proposed, with an EOHLC-compliant unit mix.
- The community room, management office, and 60 on-site parking spaces remain as previously committed and discussed in the community meetings.
- The architectural character, including solar-ready design, energy efficiency measures, and general look and feel, is unchanged.

As required under the Land Disposition Agreement, any modifications to the schematic design plans are being advanced in consultation with the Town (Sections 3.6(b) and 6.1(a)), and we confirm that the revised scheme continues to deliver the core program: 100% affordable housing, consistent unit sizes and mix, and the amenities and management functions originally committed. We further note that the proposed modifications are consistent with the examples of insubstantial changes pursuant to 760 CMR 56.07(4)(d).

We believe this refinement represents a stronger outcome—environmentally, socially, and economically—while keeping with both the Town’s goals and our obligations under the LDA. We look forward to continuing to work collaboratively with the Town boards and the community to move the project through permitting and into construction.

Sincerely,



Dave Traggorth  
Causeway Development LLC

cc: Lexington Town Counsel  
Anderson & Kreiger LLP  
50 Milk Street, 21st Floor  
Boston, MA 02109  
Attn: Mina Makarious  
Email: mina@andersonkreiger.com

7469383.1



## MEMORANDUM

To: Select Board  
From: Affordable Housing Trust  
Date: September 18, 2025  
RE: Lowell Street Parcel 68-44 Design Modifications

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On September 4, 2025, Causeway Development met with the Affordable Housing Trust and presented modifications to the “Schematic Plans” as defined in the Land Disposition Agreement dated February 5, 2025 between the Town of Lexington and Causeway Development LLC. Causeway Development proposes to change the development design by removing one building and going from a one way loop road to a two way “cul de sac” type road.

Causeway met with Town staff on August 27, 2025 to solicit input on its proposed revised site plan. The Town’s DRT was composed of staff from building, zoning, planning, conservation, engineering, and fire. The response was positive and staff recommends the revised plan.

The Affordable Housing Trust unanimously supports the design modifications and requests that the Select Board approve these modifications for the following reasons:

- 1) The number of affordable units remains at 40 units;
- 2) The revised design requires less excavation, less removal of trees, more opportunity to plant large trees, less impermeable surface;
- 3) There will be significant preservation of existing trees within the setbacks;
- 4) There will be more level open space with room for resident amenities such as a play area and large community gathering space;
- 5) The stormwater management system remains outside of the wetlands buffer zone. All of the stormwater will remain on site and drain towards the center of the site;
- 6) The buildings are farther away from the neighbors/abutters;
- 7) The community building design will be consistent with the other buildings; and
- 8) Town staff recommends the modified plan.

We believe that these modifications will positively address questions/concerns raised by the neighbors/abutters, various Lexington Boards, Committees and Commissions, and the wider Lexington community.

Thank you for your consideration.

# **AGENDA ITEM SUMMARY**

## **LEXINGTON SELECT BOARD MEETING**

### **AGENDA ITEM TITLE:**

Acceptance of Land Donations (Parcels 22-147A, 22-63 and portion of 22-140) and Approval of Trail Easement (crossing Parcel 22-147)

### **PRESENTER:**

Charlie Wyman

### **ITEM NUMBER:**

I.2

### **SUMMARY:**

#### **Category: Decision-making**

The Board is being asked to accept the gift of land by voting to approve the donation agreements and further to approve the trail easement agreement all of which are from Bill and Sheila Widnall and the Widnall Trust for parcels located off Summit and Follen Road. The Conservation Commission will be taking up the vote to accept the gift of land and the easement at their Tuesday, 9/30<sup>th</sup> meeting. The Planning Board will vote the ANR for Lot 140 at an upcoming meeting as well. The closing is scheduled for 10/15.

The overall transaction involves gifts in fee of Parcels 22-63 and 22-147A, a trail easement from Summit Road to Parcel 22-63 across Bill and Sheila Widnall's house lot (22-147), and a gift in fee of a portion of Parcel 22-140, owned by the Widnall Family Trust

Conservation worked with Town Counsel, who has provided the necessary Select Board vote for this.

The Select Board extends it's sincerest thanks to the Widnall family for this generous gift to the Town of Lexington and its residents.

### **SUGGESTED MOTION:**

move to vote as follows with respect to the following parcels of land in Lexington, Middlesex County, Massachusetts:

- (i) Parcel 147A on the Town of Lexington Assessor's Map 22, consisting of approximately 7,901 square feet and shown as Parcel 3 on that certain plan entitled "Plan of Land in Lexington, MA" dated September 9, 2022 and recorded with the Middlesex South District Registry of Deeds (the "Registry") as Plan 803 of 2022 and described in that certain Deed to William S. Widnall and Sheila E. Widnall (hereinafter together, "Widnall") recorded with the Registry in Book 81021, Page 338 (hereinafter, "Parcel 147A");
- (ii) Parcel 63 on the Town of Lexington Assessor's Map 22, consisting of approximately 61,184 square feet and described in that certain Deed to Widnall recorded with the Registry in Book 14344, Page 112 (hereinafter, "Parcel 63"); and
- (iii) A portion of Parcel 140 on the Town of Lexington Assessor's Map 22, which portion is shown

as “Parcel 26C, Not a Buildable Lot, Area = 8309 S.F.” on that certain plan entitled “Plan of Land, Parcel 22-140, Follen Road ~ Lexington, MA Prepared for Town of Lexington MA” by GCG Associates, Inc.” dated September 22, 2025 to be recorded with the Registry (hereinafter, “Parcel 26C”). Parcel 140 is owned by Ann Widnall Vawter, Trustee of the Widnall Family Trust u/d/t dated July 8, 1981 recorded with the Registry in Book 14344, Page 106, as amended of record (the “Trust”), by virtue of a Deed dated July 8, 1981 and recorded with said Deeds in Book 14344, Page 110.

(a) To approve that certain Real Property Donation Agreement by and between Widnall and the Town of Lexington, acting by and through its Conservation Commission, for Parcel 147A and Parcel 63, and that certain Real Property Donation Agreement by and between the Trust and the Town of Lexington, acting by and through its Conservation Commission, for Parcel 26C, both substantially in the form presented to the Board at its September 29, 2025 meeting;

(b) To approve the deeds to Parcel 147A, Parcel 63, and Parcel 26C to the Town of Lexington, acting by and through its Conservation Commission, substantially in the forms presented to the Board at its September 29, 2025 meeting, with final changes to be made by the Town Manager or the Chair of the Conservation Commission in their reasonable discretion in consultation with Town Counsel;

(c) To approve that certain Easement Agreement to be granted by Widnall to the Town of Lexington, acting by and through its Conservation Commission, on a portion of Parcel 147 on the Town of Lexington Assessor’s Map 22, commonly known as 22 Summit Avenue, substantially in the form presented to the Board at its September 29, 2025 meeting, with final changes to be made by the Town Manager or the Chair of the Conservation Commission in their reasonable discretion in consultation with Town Counsel; and

(d) To authorize the Town Manager to take all actions on behalf of the Town that are reasonably necessary, in the judgment of the Town Manager, to complete the acquisition of Parcel 147A, Parcel 63, and Parcel 26C, and accept and enter into the Easement Agreement, all in accordance with the Real Property Donation Agreements, including without limitation, executing and delivering deed acceptances, easement acceptances, closing forms, affidavits, documents and settlement statements.

## **FOLLOW-UP:**

Conservation Department

## **DATE AND APPROXIMATE TIME ON AGENDA:**

9/29/2025

7:00pm

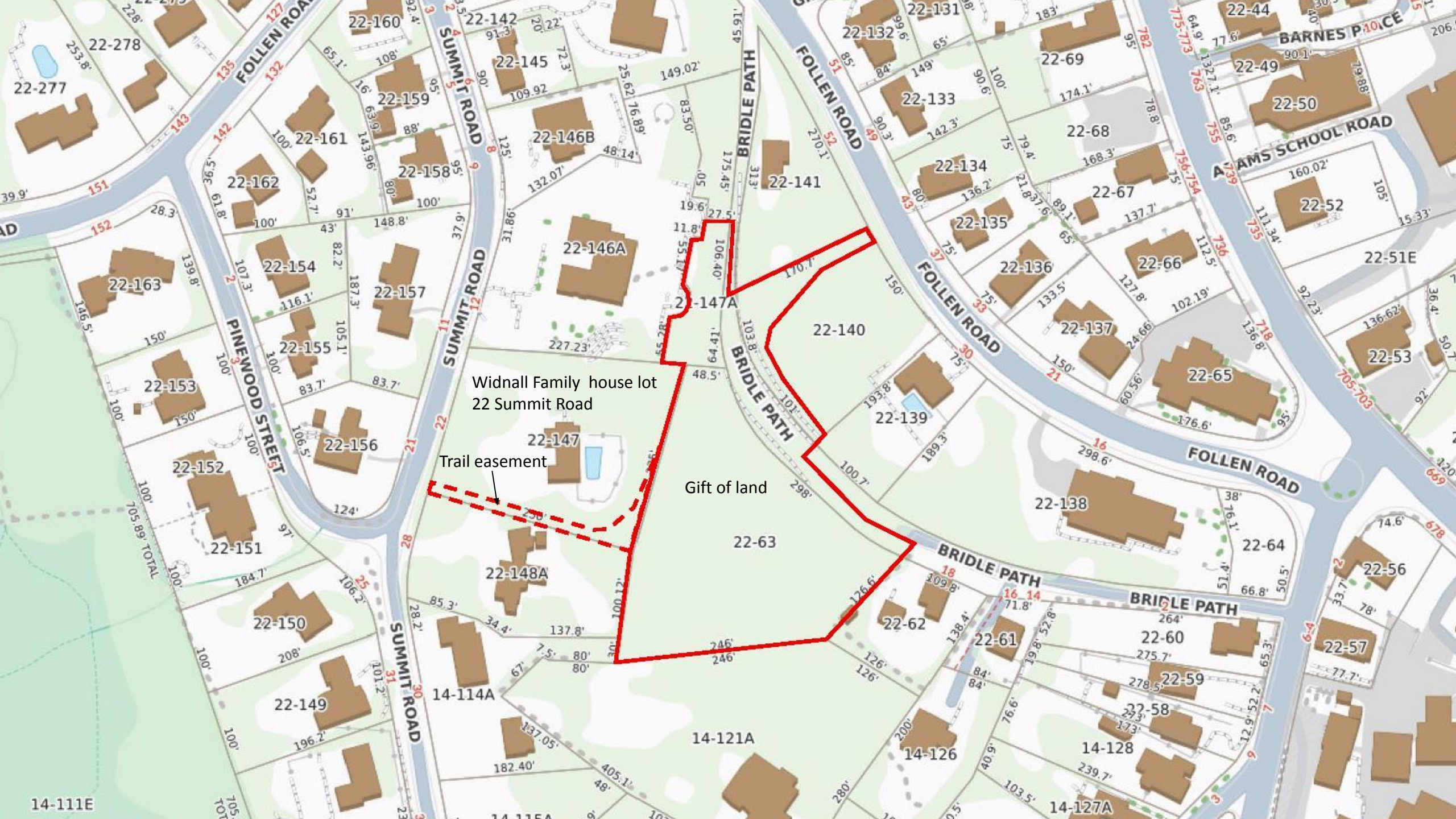
## **ATTACHMENTS:**

Description	Type
❑ Widnall Presentation.pptx	Backup Material
❑ Proposed Widnall Family Conservation Gifts	Backup Material
❑ Select Board Vote	Backup Material
❑ Proposed Deed for 147A and 63	Backup Material
❑ Deed from Trust for Follen Road	Backup Material
❑ Easement Agreement	Backup Material

- Trust Donation Agreement- signed by Town
- Widnall Donation Agreement- signed by Town
- ANR for proposed parcel 26C (a portion of 140)

Backup Material  
Backup Material  
Backup Material





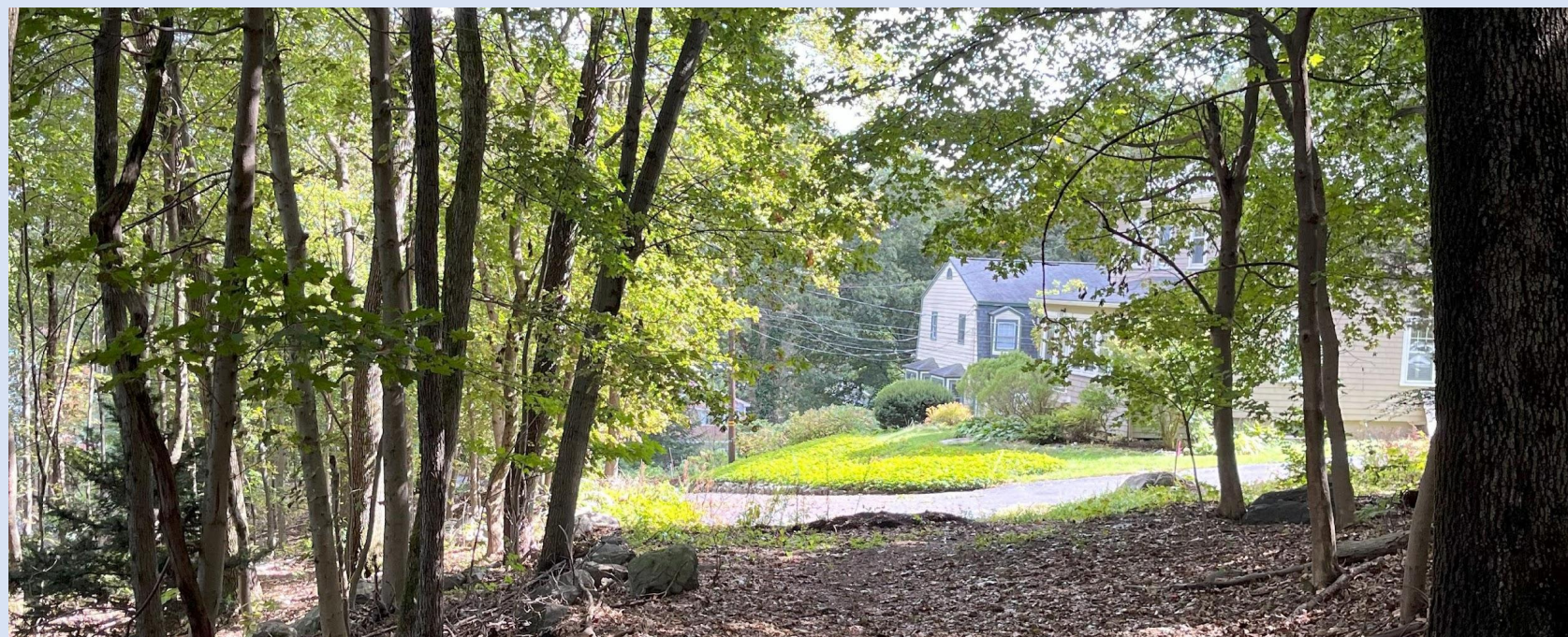




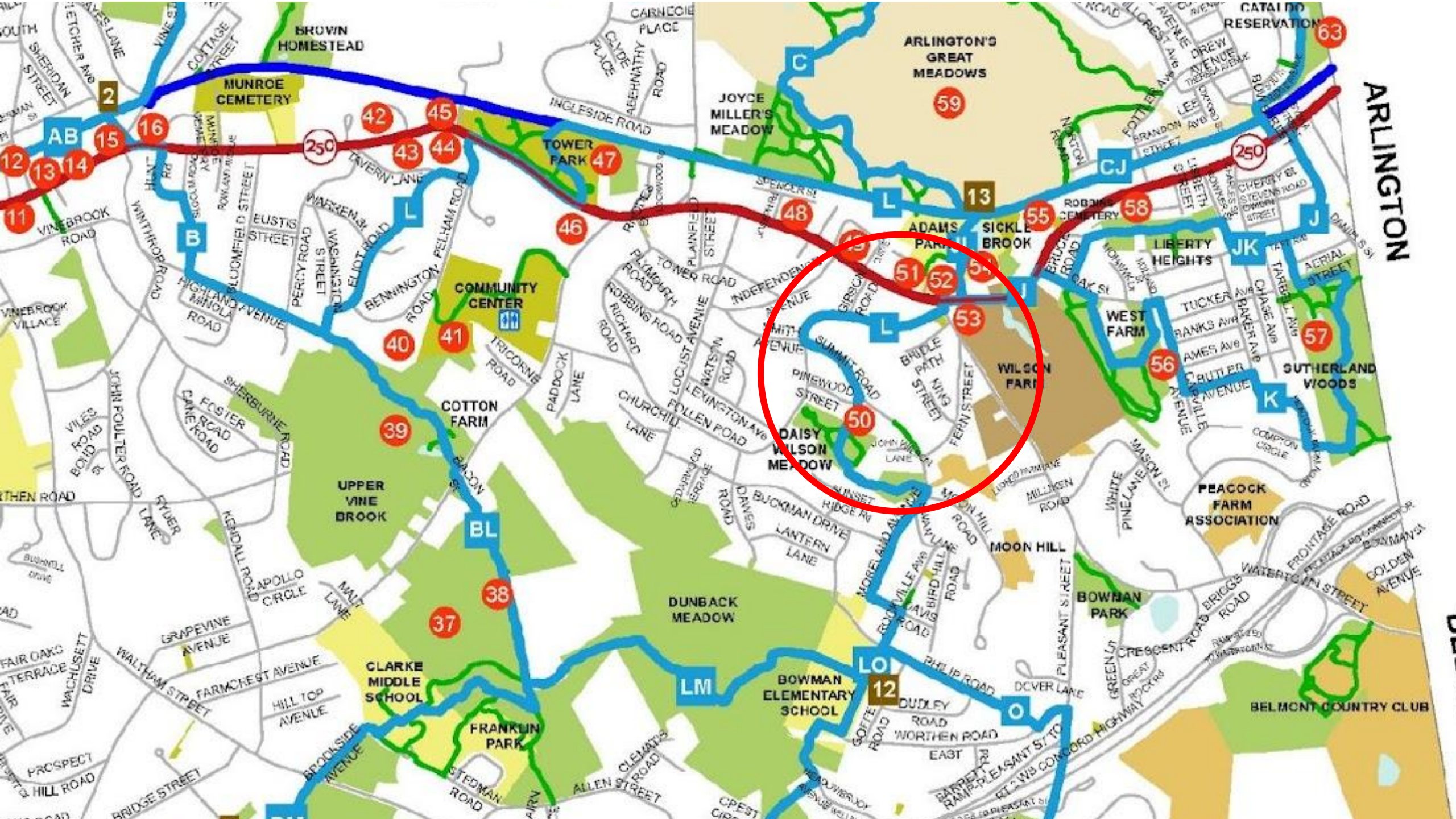




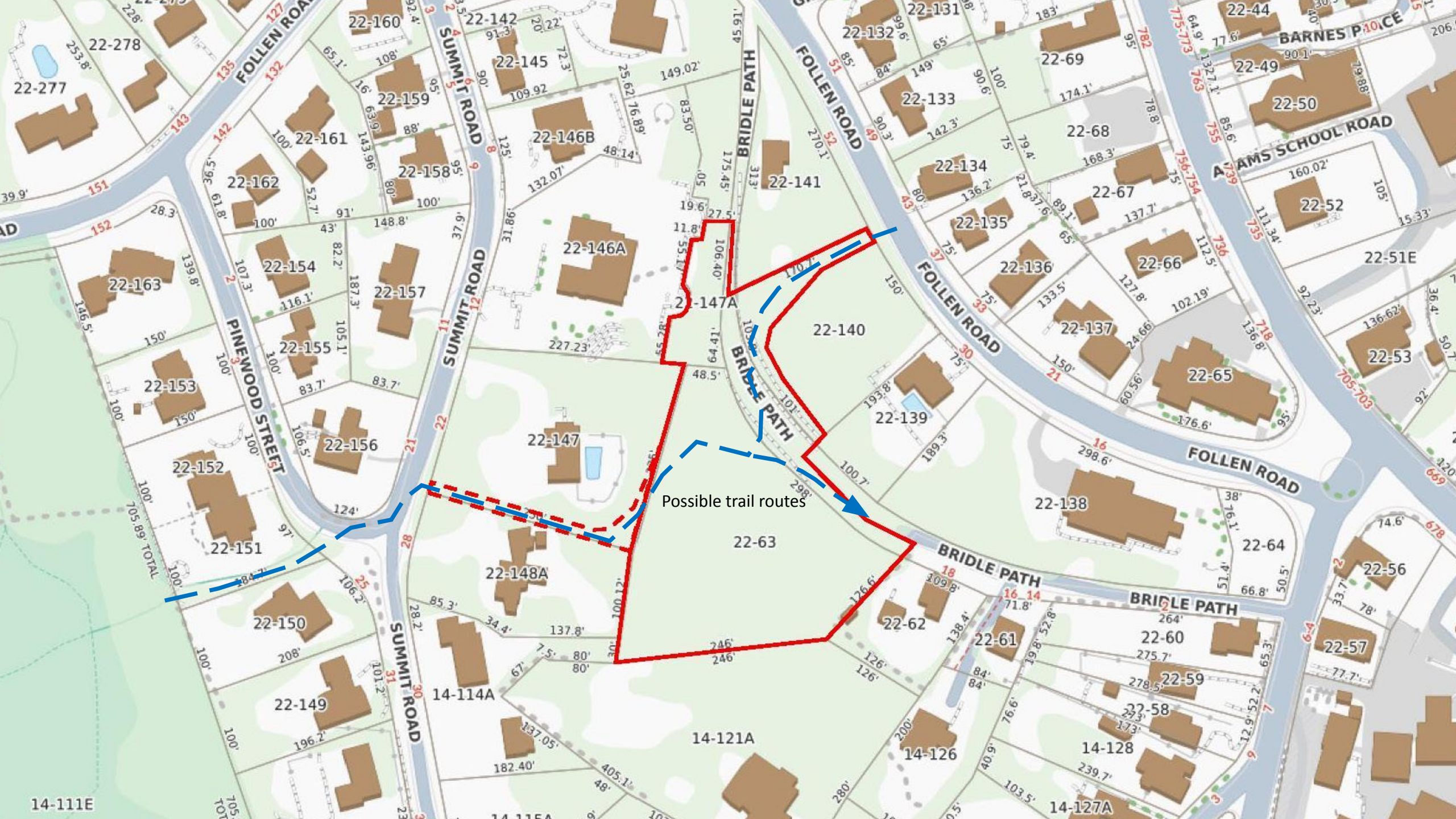














## Proposed Widnall Family Conservation Gifts:

From Bill and Sheila Widnall:

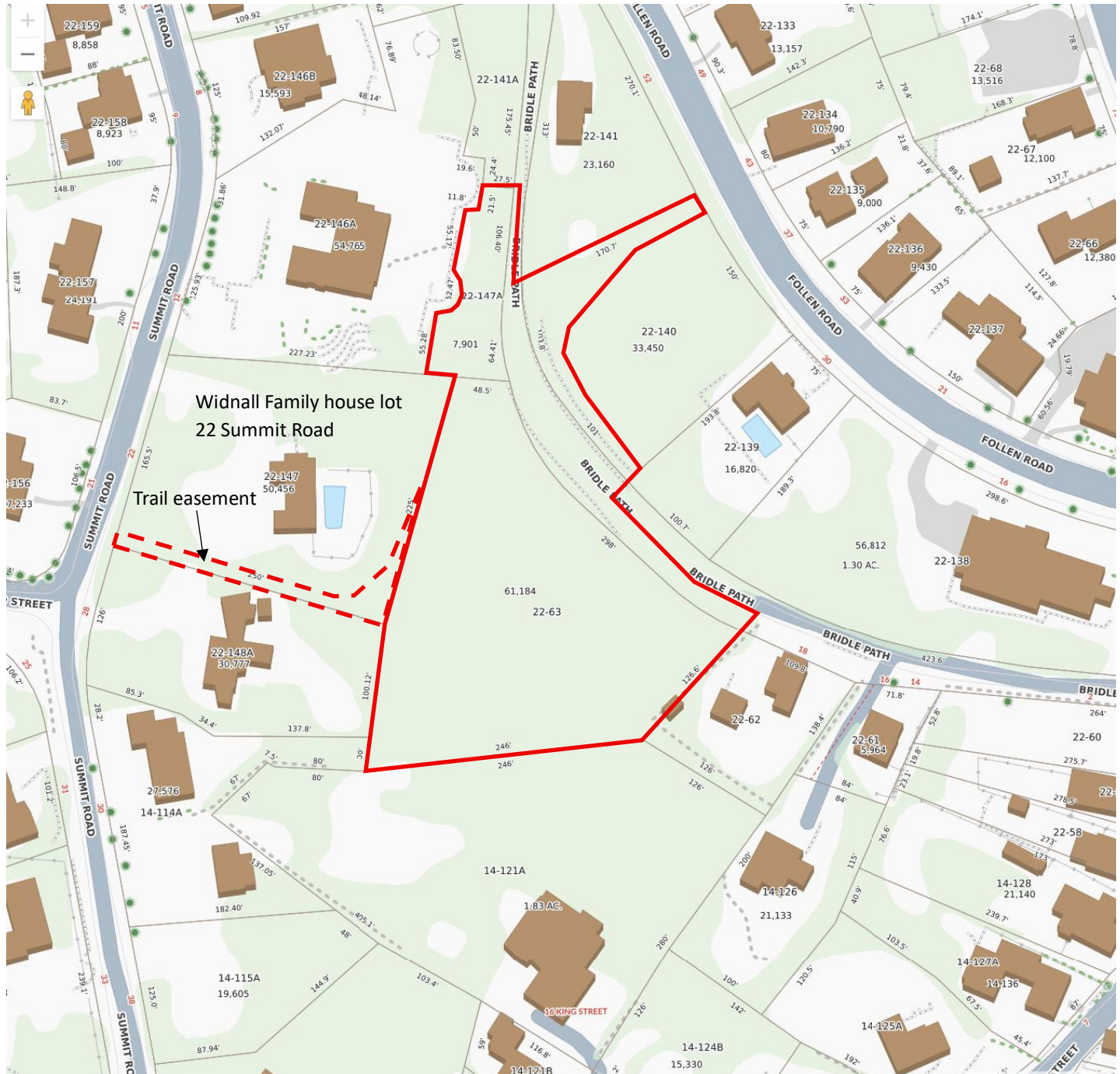
Lots 22-63 (61,184 sq ft) and 22-147A (7,901 sq ft)

Trail easement along southern boundary of their house lot (22-147)

From Widnall Family Trust, Ann Widnall Vawter, Trustee:

Portion of Lot 22-140 (8,309 sq ft)

Total area of land gift: 1.78 acres (not including Bridle Path)



**RECORD VOTE OF THE LEXINGTON SELECT BOARD  
SEPTEMBER 29, 2025**

At a duly called public meeting of the Lexington Select Board on September 29, 2025, the Board voted as follows with respect to the following parcels of land in Lexington, Middlesex County, Massachusetts:

- (i) Parcel 147A on the Town of Lexington Assessor's Map 22, consisting of approximately 7,901 square feet and shown as Parcel 3 on that certain plan entitled "Plan of Land in Lexington, MA" dated September 9, 2022 and recorded with the Middlesex South District Registry of Deeds (the "Registry") as Plan 803 of 2022 and described in that certain Deed to William S. Widnall and Sheila E. Widnall (hereinafter together, "Widnall") recorded with the Registry in Book 81021, Page 338 (hereinafter, "Parcel 147A");
  - (ii) Parcel 63 on the Town of Lexington Assessor's Map 22, consisting of approximately 61,184 square feet and described in that certain Deed to Widnall recorded with the Registry in Book 14344, Page 112 (hereinafter, "Parcel 63"); and
  - (iii) A portion of Parcel 140 on the Town of Lexington Assessor's Map 22, which portion is shown as "Parcel 26C, Not a Buildable Lot, Area = 8309 S.F." on that certain plan entitled "Plan of Land, Parcel 22-140, Follen Road ~ Lexington, MA Prepared for Town of Lexington MA" by GCG Associates, Inc." dated September 22, 2025 to be recorded with the Registry (hereinafter, "Parcel 26C"). Parcel 140 is owned by Ann Widnall Vawter, Trustee of the Widnall Family Trust u/d/t dated July 8, 1981 recorded with the Registry in Book 14344, Page 106, as amended of record (the "Trust"), by virtue of a Deed dated July 8, 1981 and recorded with said Deeds in Book 14344, Page 110.
- (a) To approve that certain Real Property Donation Agreement by and between Widnall and the Town of Lexington, acting by and through its Conservation Commission, for Parcel 147A and Parcel 63, and that certain Real Property Donation Agreement by and between the Trust and the Town of Lexington, acting by and through its Conservation Commission, for Parcel 26C, both substantially in the form presented to the Board at its September 29, 2025 meeting;

- (b) To approve the deeds to Parcel 147A, Parcel 63, and Parcel 26C to the Town of Lexington, acting by and through its Conservation Commission, substantially in the forms presented to the Board at its September 29, 2025 meeting, with final changes to be made by the Town Manager or the Chair of the Conservation Commission in their reasonable discretion in consultation with Town Counsel;
- (c) To approve that certain Easement Agreement to be granted by Widnall to the Town of Lexington, acting by and through its Conservation Commission, on a portion of Parcel 147 on the Town of Lexington Assessor's Map 22, commonly known as 22 Summit Avenue, substantially in the form presented to the Board at its September 29, 2025 meeting, with final changes to be made by the Town Manager or the Chair of the Conservation Commission in their reasonable discretion in consultation with Town Counsel; and
- (d) To authorize the Town Manager to take all actions on behalf of the Town that are reasonably necessary, in the judgment of the Town Manager, to complete the acquisition of Parcel 147A, Parcel 63, and Parcel 26C, and accept and enter into the Easement Agreement, all in accordance with the Real Property Donation Agreements, including without limitation, executing and delivering deed acceptances, easement acceptances, closing forms, affidavits, documents and settlement statements.

**TOWN OF LEXINGTON  
SELECT BOARD**

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Jill I. Hai, Chair

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Joseph N. Pato

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Douglas M. Lucente

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Mark D. Sandeen

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Vineeta Ajay Kumar



## QUITCLAIM DEED

**WILLIAM S. WIDNALL** and **SHEILA E. WIDNALL**, husband and wife as tenants by the entirety, having a mailing address of 22 Summit Road, Lexington, Massachusetts 02421,

for consideration paid and in full consideration of One Dollar (\$1.00),

grant to **TOWN OF LEXINGTON**, a Massachusetts municipal corporation, acting by and through its Conservation Commission pursuant to G.L. c. 40, §8C, having a mailing address of 1625 Massachusetts Avenue, Lexington, Massachusetts 02420, to be under the care custody and control of said Conservation Commission pursuant to the provisions of Massachusetts General Laws Chapter 40, §8C,

*with quitclaim covenants,*

The land in Lexington, Middlesex County, Massachusetts described in Exhibit A attached hereto and incorporated herein by reference (the “Property”)

Subject to and together with the benefit of easements, restrictions and reservations of record as of the date hereof, including the perpetual, non-exclusive easement appurtenant to the Property as evidenced by the Easement Agreement granted by William S. Windall and Sheila E. Widnall to the Town of Lexington, acting by and through its Conservation Commission, dated \_\_\_\_\_, 2025 and recorded herewith, which Easement Agreement grants access to the property conveyed hereby and for the use of a trail.

Grantor hereby release any and all rights of homestead in said premises and certify under the pains and penalties of perjury that to the best of my knowledge there are no other persons entitled to protection of the Homestead Act.

No Massachusetts Deed Excise Stamps are affixed hereto as the consideration is such that none are required by law.

*SEE SIGNATURES ON FOLLOWING PAGE*

Witness our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
William S. Widnall

\_\_\_\_\_  
Sheila E. Widnall

COMMONWEALTH OF MASSACHUSETTS  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned notary public, personally appeared William S. Widnall, proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding document and acknowledged to me that he signed it voluntarily for its stated purpose.

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

COMMONWEALTH OF MASSACHUSETTS  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned notary public, personally appeared Sheila E. Widnall, proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding document and acknowledged to me that she signed it voluntarily for its stated purpose.

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

## **EXHIBIT A**

Those two certain parcels of land located in Lexington, Commonwealth of Massachusetts, more particularly described as follows:

### **First Parcel**

Parcel 3 on that certain plan entitled “Plan of Land in Lexington, MA (Middlesex County)” dated September 9, 2022, by Rober Survey, recorded with the Middlesex South District Registry of Deeds as Plan No. 803 of 2022.

Containing 7,901 square feet, more or less.

The above-described parcel is also identified as Parcel 147A on the Town of Lexington Assessor’s Map 22.

For title reference, see Deed from Summit Hill Holdings, LLC, dated November 29, 2022, effective date of December 5, 2022, and recorded with said Registry at Book 81021, Page 338.

### **Second Parcel**

A certain lot of land situate in that part of the Easterly portion of said Lexington known as Follen Heights, being the Southeasterly portion of Lot 32 and the Easterly portion of Lot 33, shown on a plan entitled “Plan of Follen Heights, Lexington”, dated May, 1917, revised February 17, 1926, by Ernst W. Branch, Civil Engineer, recorded with said Deeds in Plan Book 375, Plan 30, bounded and described as follows:

Beginning at a point on the Right of Way shown as “Bridle Path” on said plan recorded as Plan No. 35 in Book of Plans 297 where the Southerly line of “Parcel N” described in a deed recorded with said Deeds in Book 4869, Page 577 intersects the Westerly line of said Bridle Path and thence running in a general

SOUTHEASTERLY	direction as the wall stands on the Westerly and Southwesterly side of said Bridle Path, one hundred thirty-two (132) feet and one hundred seventy-eight and 46/100 (178.46) feet; thence
SOUTHWESTERLY	by the parcel shown on the plan in Plan Book 375, Plan 30, as “Sold-Part of Lot 33”, one hundred twenty-six and 60/100 (126.60) feet; thence running

WESTERLY	by land of owners unknown, two hundred forty-six (246) feet to the Southeasterly corner of the premises conveyed to Carroll C. Taylor et ux by a deed recorded with said Deeds in Book 7370, Page 458; thence running
NORTHEASTERLY	by said land conveyed to Taylor to the Southerly corner of land conveyed to McCrea by a deed recorded with said Deeds in Book 6265, Page 491, thence running
NORTHEASTERLY BUT MORE EASTERLY	by said McCrea land, this line being parallel with and 250 feet Southeasterly from the Southeast line of Summit Road to "Parcel N" above referred to; thence turning and running
SOUTHEASTERLY	by said "Parcel N" to the point of beginning.

Containing 61,184 square feet, more or less.

The above-described parcel is also identified as Parcel 63 on the Town of Lexington Assessor's Map 22.

For title reference, see Deed from Maurice D. Kilbridge, et ux, to William S. Widnall and Sheila E. Widnall dated July 8, 1981 and recorded with Middlesex South District Registry of Deeds at Book 14344, Page 112.



**APPROVAL OF DEED BY TOWN OF LEXINGTON  
SELECT BOARD**

The Town of Lexington, a Massachusetts municipal corporation, acting by and through its Select Board, hereby approves the foregoing deed from William S. Widnall and Sheila E. Widnall on this \_\_\_\_ day of \_\_\_\_\_, 2025

**TOWN OF LEXINGTON  
BY ITS SELECT BOARD**

\_\_\_\_\_  
By:  
Duly authorized

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document and acknowledged to me that s/he signed it voluntarily for its stated purpose, as \_\_\_\_\_.

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

**ACCEPTANCE OF DEED BY TOWN OF LEXINGTON  
CONSERVATION COMMISSION**

The Town of Lexington, a Massachusetts municipal corporation, acting by and through its Conservation Commission, hereby accepts the foregoing deed from William S. Widnall and Sheila E. Widnall on this \_\_\_\_ day of \_\_\_\_\_, 2025.

TOWN OF LEXINGTON  
By its Conservation Commission

\_\_\_\_\_  
By:  
Duly authorized

COMMONWEALTH OF MASSACHUSETTS  
MIDDLESEX, SS.

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned notary public, personally appeared \_\_\_\_\_, 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, as \_\_\_\_\_.

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

Property Address: Follen Road, Lexington, MA

## QUITCLAIM DEED

**Ann Widnall Vawter, not individually but as Trustee of the Widnall Family Trust**, under Declaration of Trust dated July 8, 1981 and recorded with Middlesex South District Registry of Deeds at Book 14344, Page 106, as amended of record,

for consideration paid and in full consideration of One Dollar (\$1.00),

grant to **TOWN OF LEXINGTON**, a Massachusetts municipal corporation, acting by and through its Conservation Commission pursuant to G.L. c. 40, §8C, having a mailing address of 1625 Massachusetts Avenue, Lexington, Massachusetts 02420, to be under the care custody and control of said Conservation Commission pursuant to the provisions of Massachusetts General Laws Chapter 40, §8C,

*with quitclaim covenants,*

The land in Lexington, Middlesex County, Massachusetts described in Exhibit A attached hereto and incorporated herein by reference (the “Property”)

Subject to and together with the benefit of easements, restrictions and reservations of record as of the date hereof.

Grantor hereby releases any and all rights of homestead in said premises and certifies under the pains and penalties of perjury that to the best of my knowledge there are no other persons entitled to protection of the Homestead Act.

No Massachusetts Deed Excise Stamps are affixed hereto as the consideration is such that none are required by law.

See Trustee’s Certificate dated January 16, 2025 and recorded with the Registry at Book 83706, Page 253; Acceptance of Trustee for Ann Widnall Vawter, dated January 16, 2025 and recorded with said Registry at Book 83706, Page 247; Resignation of Sheila E. Widnall dated January 9, 2025 and recorded with said Deeds at Book 83706, Page 250; and Appointment of Ann Widnall Vawter as Trustee dated \_\_\_\_\_, 2025, but effective as of January 16, 2025, recorded herewith.

*SEE SIGNATURE ON FOLLOWING PAGE*

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Ann Widnall Vawter, not individually  
but as Trustee of the Widnall Family  
Trust

COMMONWEALTH OF MASSACHUSETTS  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned notary public,  
personally appeared Ann Widnall Vawter, not individually but as Trustee of the Widnall Family  
Trust, proved to me through satisfactory evidence of identification, which was  
\_\_\_\_\_, to be the person whose name is signed on the  
preceding document and acknowledged to me that she signed it voluntarily for its stated purpose,  
as Trustee as aforesaid.

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



## **EXHIBIT A**

That certain parcel of land located in Lexington, Commonwealth of Massachusetts, more particularly described as follows:

A parcel of land shown as “Parcel 26C, Not a Buildable Lot, Area = 8,309 S.F.”, shown on an approval not required plan entitled “Plan of Land, Parcel 22-140, Follen Road ~ Lexington, MA Prepared for Town of Lexington, MA” dated September 22, 2025, by GCG Associates, Inc., recorded with said Deeds on \_\_\_\_\_, 2025 in Plan Book \_\_\_\_\_, Plan \_\_\_\_\_.

The above-described parcel is a portion of Parcel 140 on the Town of Lexington Assessor’s Map 22.

For title reference, see Deed from Maurice D. Kilbridge and Helen H. Kilbridge to Sheila E. Widnall, Trustee of the Widnall Family Trust dated July 8, 1981 and recorded with Middlesex South District Registry of Deeds at Book 14344, Page 110.

**ACCEPTANCE OF DEED BY TOWN OF LEXINGTON  
CONSERVATION COMMISSION**

The Town of Lexington, a Massachusetts municipal corporation, acting by and through its Conservation Commission, hereby accepts this deed from Ann Widnall Vawter, not individually but Trustee of the Widnall Family Trust, on this \_\_\_\_ day of \_\_\_\_\_, 2025.

TOWN OF LEXINGTON  
By its Conservation Commission

\_\_\_\_\_  
By:  
Duly authorized

COMMONWEALTH OF MASSACHUSETTS  
MIDDLESEX, SS.

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned notary public, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of the Town of Lexington \_\_\_\_\_ 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.

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

## EASEMENT AGREEMENT

This Easement Agreement (this “Agreement”) is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2025, by and among **WILLIAM S. WIDNALL** and **SHEILA E. WIDNALL**, husband and wife as tenants by the entirety, having a mailing address of 22 Summit Road, Lexington, Massachusetts 02421 (the “Owner”), and the **TOWN OF LEXINGTON**, a Massachusetts municipal corporation, acting by and through its Conservation Commission pursuant to G.L. c. 40, §8C, having an address of 1625 Massachusetts Avenue, Lexington, Massachusetts 02420 (the “Town”).

WHEREAS, the Owner is the fee simple owner of that certain parcel commonly known as 22 Summit Road, Lexington, Massachusetts, identified as Parcel 147 on the Town’s Assessors Map 22, pursuant to that certain Quitclaim Deed recorded with the Middlesex South Registry of Deeds (the “Registry”) in Book 11550, Page 471 and that certain Quitclaim Deed recorded with the Registry in Book 81021, Page 338 (the “Property”);

WHEREAS, the Owner has agreed to grant to the Town, for the purposes of walking, hiking, and otherwise accessing walking trails, certain easements in, over, across and upon certain portions of the Property shown as “Proposed Pedestrian Access Easement Area = 4,480 S.F. ±” (the “Easement Area”) on a plan entitled “Plan of Easement, 22 Summit Road ~ Lexington, MA Prepared For Town of Lexington, Massachusetts” dated September 22, 2025, prepared by GCG Associates, Inc., and recorded with the Registry on \_\_\_\_\_, 2025 as Plan No. \_\_\_\_\_ of 2025 (the “Plan”), pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE for consideration paid of One (\$1.00) Dollar, the receipt and sufficiency of which are hereby acknowledged, each of the parties covenants and agrees as follows:

1. Grant of Easement. The Owner hereby grants to the Town a perpetual, non-exclusive right and easement (the “Easement”) over, under, through, across, within, and upon the Easement Area, for the purposes of constructing, marking, maintaining, and relocating a trail no more than 5 feet in width for walking, hiking, and otherwise accessing walking trails on foot, snowshoe, and ski by members of the public, including the right to walk but not ride bicycles if permitted by Conservation Commission rules for the adjacent

conservation land. The right to vehicular or motorized access within the Easement Area is strictly and specifically not authorized by this Easement.

2. Prohibited Uses. The Owner may not obstruct the Easement Area or use it in any way that derogates from the intent of this Agreement. The Owner hereby agrees not to grant any other easements, leases, deeds, licensees or any other rights to the Easement Area that will materially and adversely interfere with the Town's rights under this Agreement without the prior written consent of the Town, which consent may be withheld or granted in the Town's sole and absolute discretion.

3. Maintenance and Repair. For as long as the trail is open to the public, the Town agrees to be responsible for the construction, maintenance, and repair of the trail. The Owner agrees for itself and its successors and assigns to perform all work necessary, if any, in connection with all other landscaping, maintenance, repair and use of the Easement Area at the Owner's sole cost and expense. All of said work shall be performed in a good workmanlike manner in compliance with all applicable laws, regulations, codes, bylaws and ordinances. Use of the Easement Area by members of the general public shall be at their own risk. The Owner shall not be obligated to remove or clear snow from any portion of the Easement Area.

4. Fence and Sign. The Town agrees that prior to opening the Easement Area to the public, it shall pay to have a split-rail fence installed along the boundaries of the Easement Area. Upon the completion of the installation of the fence, the parties acknowledge and agree that the Town shall have no further obligations regarding the maintenance, repair, replacement or payment for such fence. At the same time, the Town shall install and maintain a sign at the entrance at Summit Road identifying the trail as an entrance to Widnall Woods, provided that the size and exact location of such sign shall be at the sole discretion of the Town.

5. No Relocation. The Owner shall not be entitled to relocate the Easement Area without the express prior written consent of the Town, which consent may be withheld in the Town's sole and absolute discretion.

6. Additional Provisions.

- a. The Owner warrants and represents that the person executing this Agreement has authority to do so, and that there are no mortgages or encumbrances of record or otherwise on the Property that will negate or negatively impact this Agreement.
- b. The Town warrants and represents that it is duly authorized and fully qualified to execute this Easement, and that the individually executing this Easement is duly authorized to execute this Easement on behalf of the Town pursuant to a vote of the Lexington Select Board dated September 29, 2025 and a vote of the Lexington Conservation Commission dated September 30, 2025, certified copies of which are recorded herewith.



- c. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. The terms, provisions and agreements herein contained may be amended only by a duly executed instrument in writing thereafter filed in the Registry. If any term or provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. This Agreement may be executed in one or more counterparts, each of which shall constitute a part of the same instrument. The caption headings of the various sections and paragraphs of this Agreement are for convenience and identification only and shall not be deemed to limit, expand or define the contents of the respective sections or paragraphs.
- d. No Massachusetts Deed Excise Stamps have been affixed hereto as the Town is a municipality and the consideration is such that none are required by law.
- e. This grant of a recreational trail easement is consistent with the purposes described in M.G.L. Chapter 21, Section 17C and the Owner and the Town shall each have the benefit and protection of the limitation on liability contained in such section to the fullest extent permitted by law.

*[Signatures on following pages]*

Executed as a sealed instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
William S. Widnall

\_\_\_\_\_  
Sheila E. Widnall

COMMONWEALTH OF MASSACHUSETTS  
MIDDLESEX, SS.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025 before me, the undersigned notary public, personally appeared William S. Widnall, proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

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

COMMONWEALTH OF MASSACHUSETTS  
MIDDLESEX, SS.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025 before me, the undersigned notary public, personally appeared Sheila E. Widnall, proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

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

**ACCEPTANCE AND AGREEMENT  
TOWN OF LEXINGTON**

The Town of Lexington, a Massachusetts municipal corporation, acting by and through its Conservation Commission, hereby accepts the foregoing Easement Agreement on this \_\_\_\_ day of \_\_\_\_\_, 2025.

**TOWN OF LEXINGTON  
BY ITS CONSERVATION COMMISSION**

\_\_\_\_\_  
By:  
Duly authorized

**COMMONWEALTH OF MASSACHUSETTS**

MIDDLESEX, SS.

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document and acknowledged to me that s/he signed it voluntarily for its stated purpose, as \_\_\_\_\_.

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

**APPROVAL  
TOWN OF LEXINGTON**

The Town of Lexington, a Massachusetts municipal corporation, acting by and through its Select Board, hereby approves the foregoing Easement Agreement on this \_\_\_\_ day of \_\_\_\_\_, 2025.

**TOWN OF LEXINGTON  
BY ITS SELECT BOARD**

\_\_\_\_\_  
By:  
Duly authorized

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document and acknowledged to me that s/he signed it voluntarily for its stated purpose, as \_\_\_\_\_.

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



## REAL PROPERTY DONATION AGREEMENT

This Real Property Donation Agreement (this “Agreement”) is dated as of this \_\_\_\_ day of \_\_\_\_\_, 2025 (the “Effective Date”):

1. Parties and Mailing Addresses: **Ann Widnall Vawter, not individually but as Trustee of the Widnall Family Trust**, u/d/t July 8, 1981 and recorded with the Middlesex South District Registry of Deeds (the “Registry”) in Book 14344, Page 106, as amended by Trustee’s Certificate dated January 16, 2025 and recorded with the Registry at Book 83706, Page 253, having a mailing address of 22 Summit Road, Lexington, Massachusetts 02421 (“DONOR”), agrees to donate and the **Town of Lexington**, a Massachusetts municipal corporation having a mailing address of 1625 Massachusetts Avenue, Lexington, Massachusetts 02420, acting by and through its Conservation Commission (“DONEE”), agrees to accept, upon the terms set forth herein, the following described premises:

2. Description: A portion of that certain parcel of land, commonly known as Parcel 140 on the Town of Lexington Assessor’s Map 22, located on Follen Road and described in that certain Deed dated July 8, 1981 and recorded with the Registry in Book 14344, Page 110 (the “Donor’s Land”), the exact dimensions of which shall be negotiated by the parties in good faith to meet the dual objectives of providing land on which a trail can be built for use by the public while also leaving a parcel that can be sold to meet DONOR’s financial objectives. An approximation of this parcel, subject to further review and input from others, is shown on the sketch plan attached hereto and incorporated herein as Exhibit A (the “Property”).

3. Title Deed: The Property is to be conveyed by a good and sufficient quitclaim deed running to DONEE, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:

- (a) Provisions of existing building and zoning laws;
- (b) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- (c) Any liens for municipal betterments assessed after the date of this Agreement; and
- (d) Easements, restrictions and reservations of record as of the Effective Date.

4. Plans: In order to establish the Property as a recorded lot for conveyance, DONEE shall at its sole cost and expense prepare a so-called “Approval Not Required” plan establishing the boundaries of the Property (the “ANR Plan”) and have the same endorsed by the Town of Lexington Planning Board and recorded with the Registry on or prior to the Closing Date. DONOR shall have no right to such ANR Plan other than for the purposes of establishing the Property as a separate lot in order to convey the Property to DONEE, which ANR Plan shall otherwise remain the sole property of DONEE.

5. Consideration: The parties mutually agree and acknowledge the receipt and sufficiency of good and valuable consideration for this Agreement, including DONOR’s agreement to donate the Property and DONEE’s agreement to accept the Property pursuant to the terms hereof.

DONOR intends that the conveyance contemplated hereunder will be a charitable contribution to DONEE. DONEE makes no representation as to the tax consequences of the transaction contemplated by this Agreement, and DONOR will, at its option, obtain independent tax counsel related to same.

Notwithstanding anything set forth herein to the contrary, DONOR will be solely responsible for compliance with the gift value substantiation requirements of the Internal Revenue Code, if applicable to the transaction contemplated by this Agreement.

6. Time for Performance; Delivery of Deed: Such deed is to be delivered at 10:00 a.m. at the office of DONEE's counsel on August 29, 2025, unless otherwise agreed upon in writing by the parties (the "Closing Date"). It is agreed that time is of the essence of this Agreement.

7. Possession and Condition of Property: Full possession of the Property free of all tenants and occupants, free of all trash, and free of any personal property is to be delivered at the time of the delivery of the deed, the Property to be then in the same condition as they now are, reasonable use and wear thereof excepted, and in compliance with Paragraph 3 hereof.

8. Extension to Perfect Title or Make Property Conform: If at the time for performance of this Agreement DONOR shall be unable to give title or to make conveyance, or to deliver possession of the Property, all as herein stipulated, or if at the time of the delivery of the deed the Property does not conform with the provisions hereof, as the case may be, (a) DONOR shall use reasonable, good faith efforts to remove any defects in title or to deliver possession as provided herein or to make the Property conform to the provisions hereof, and (b) the date for closing shall be extended for a period of up to thirty (30) days as may be necessary for DONOR to cure such defect or otherwise make the Property conform to the provisions of the Agreement. Reasonable, good faith efforts shall not require DONOR to expend more than \$2,000.00, inclusive of attorney's fees but exclusive of the cost to discharge mortgages, municipal liens, and monetary liens and encumbrances, pursuant to this paragraph.

9. Failure to Perfect Title or Make The Property Conform: If at the expiration of the extended time DONOR shall have failed so to remove any defects in title, deliver possession, or make the Property conform, as the case may be, all as herein agreed, then DONEE shall have the option, as its sole recourse and remedy, exercisable by written notice to DONOR at or prior to the Closing Date, of (1) accepting at the closing such title as DONOR is able to deliver and waiving any unsatisfied condition precedent, in which case the DONOR shall deliver such title and possession, or (2) declining to proceed to closing. In the latter event, except as expressly set forth herein, all obligations, liabilities and rights of the parties under this Agreement shall terminate, this Agreement shall be null and void and without recourse to the DONOR or DONEE.

10. Acceptance of Deed: The acceptance and recording of a deed by DONEE shall be deemed to be the full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after or survive the delivery of said deed.

11. Adjustments: Taxes for the then current fiscal year shall be apportioned as of the Closing Date.

12. Adjustment of Un-assessed and Abated Taxes: If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained. If the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.

13. DONEE's or DONOR's Default: If DONEE shall fail to fulfill DONEE's agreements herein, DONOR may terminate this Agreement, and this shall be DONOR's sole and exclusive remedy at law or in equity for any breach of this Agreement by DONEE. If DONOR shall fail to fulfill DONOR's agreements herein, DONEE shall be entitled to reimbursement from DONOR for its out-of-pocket costs and expenses for all survey (including the ANR Plan) and environmental site assessment work performed in connection with its due diligence of the Property. This shall be DONEE's sole and exclusive remedy at law or in equity for any breach of this Agreement by DONOR, except that, in the event that DONOR breaches any of its representations set forth in this Agreement, DONEE shall be entitled to pursue all rights and remedies available to it in law and in equity.

14. Title: It is understood and agreed by the parties that the Property shall not be in conformity with the title provisions of this Agreement unless:

- (a) All buildings, structures and improvements, including but not limited to, any driveways, garages and fences, and all means of access to the Property, are located completely within the boundary lines of the Property and shall not encroach upon or under the Property of any other person or entity; and
- (b) Title to the Property shall be at the time of closing insurable at normal title insurance premium rates for the benefit of DONEE at DONEE's expense, by a nationally-recognized title insurance company, upon delivery from DONOR to DONEE of the deed contemplated by this Agreement and upon recordation of such deed, by an owner's title insurance policy (on the current ALTA form) insuring fee title in DONEE free from all exceptions other than those exceptions set forth or allowed by in Paragraph 3.

15. Access and Inspection Contingency. DONEE and its agents shall have the right of access to the Property from the Effective Date until three (3) days prior to the Closing Date (the "Inspection Period") for the purpose of inspecting the condition of the Property, including obtaining a survey of the Property and performing non-invasive environmental assessments. DONEE holds DONOR harmless for any and all costs, damages and claims caused by or resulting from any entry onto the Property by DONEE, except for costs, damages and claims resulting from DONOR's gross negligence or willful misconduct. If DONEE is not satisfied in its sole judgment with any of the information obtained by DONEE while conducting the due

diligence identified above, then DONEE shall have the right to terminate this Agreement by written notice to DONOR at any time prior to 5:00 p.m. on the last day of the Inspection Period.

16. Notices: All notices, requests, consents and other communications hereunder shall be in writing, shall be addressed to the receiving party's address set forth below or to such other address as a party may designate by notice hereunder, and shall be either (i) delivered by hand, (ii) made by email transmission with proof of delivery, (iii) sent by overnight courier, or (iv) sent by certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

in case of notice to DONOR, to: 22 Summit Road  
Lexington, MA 02421  
Attn: Ann Widnall Vawter  
Email: [ann\\_rob\\_vawter@hotmail.com](mailto:ann_rob_vawter@hotmail.com)  
[billwidnall@gmail.com](mailto:billwidnall@gmail.com)

with a copy to: Alan Wrigley, Esq.  
Law Office of Alan Wrigley  
114 Waltham Street, Suite 14  
Lexington, MA 02421  
Email: [alan@wrigleylaw.com](mailto:alan@wrigleylaw.com)

in case of notice to DONEE, to: Lexington Conservation Commission  
1625 Massachusetts Ave  
Lexington, MA 02420

with a copy to: Anderson & Kreiger LLP  
50 Milk Street, 21<sup>st</sup> Floor  
Boston, MA 02109  
Attn: Stephanie Dubanowitz  
Email: [sdubanowitz@andersonkrieger.com](mailto:sdubanowitz@andersonkrieger.com)

All notices, requests, consents and other communications hereunder shall be deemed to have been given either (i) if by hand, at the time of the delivery thereof to the receiving party at the address of such party set forth above, (ii) if made by email transmission, at the time that delivery thereof has been acknowledged by electronic confirmation or otherwise, (iii) if sent by overnight courier, on the next business day following the day such mailing is made, or (iv) if sent by certified or registered mail, on the 2<sup>nd</sup> day following the day such mailing is made.

17. REBA Standards: Any matter or practice arising under or relating to this Agreement that is the subject of a title or practice standard of the Massachusetts Real Estate Bar Association shall be governed by such standard to the extent applicable, unless specifically provided otherwise in this Agreement and so long as not contrary to Massachusetts law and case law.

18. Underground Fuel Storage Tanks: DONOR represents that, to the best of DONOR's actual knowledge and belief, there are no underground fuel storage tanks on the Property. The provisions of this paragraph shall survive delivery of the deed.



19. DONOR's Delivery of Documents: DONOR shall cooperate with DONEE by executing, acknowledging, swearing to the truth of the contents and delivering such instruments as may reasonably and customarily be required by DONEE's title insurance company and/or DONEE's attorney in conjunction with the closing.
20. Extensions: By executing this Agreement, DONEE and DONOR hereby grant to their respective attorneys the actual authority to bind them (which may include acknowledgment via email) for the limited purpose of allowing them to grant extensions hereunder, and DONEE and DONOR shall be able to rely upon the signatures of said attorneys as binding unless they have actual knowledge that either party has disclaimed the authority granted herein to bind them.
21. Suits or Judgments: DONOR represents to the best of its actual knowledge and belief that DONOR has no written notice or actual knowledge of any suits or judgments in relation to the Property, and DONOR represents that DONOR has no actual knowledge of any pending bankruptcy, mortgage foreclosure, or other proceeding which might in any material way impact adversely on DONOR's ability to perform under this Agreement. The provisions of this paragraph shall survive the delivery of the deed for the Property or the early termination hereof.
22. Liability of Trustee, Shareholder, Beneficiary, Etc.: If the DONOR or DONEE executes this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the DONOR or DONEE so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.
23. Brokers: DONOR and DONEE each warrant and represent to the other that neither has dealt with any real estate broker, salesperson, finder, or other person entitled to a commission or fee in connection with the negotiation or execution of this Agreement or the consummation of the transaction contemplated hereby. This paragraph shall survive delivery of the deed for the Property or the early termination hereof.
24. Municipal Approvals and Process: DONEE is acquiring the Property for conservation purposes. Notwithstanding anything set forth in this Agreement to the contrary, DONEE's obligations hereunder are expressly subject to and contingent upon all municipal approvals and completing all legally required steps that are required for DONEE's acceptance of the Property to DONEE's satisfaction (the "Approvals"). In the event that one or more of the Approvals is denied, then either DONOR or DONEE may elect to terminate this Agreement by notice to the other, and this Agreement shall become null and void without recourse to the parties hereto.
25. Disclosure of Beneficial Interest Form: Prior to the Closing Date, DONOR shall provide the disclosure of beneficial interest form that is attached hereto as Exhibit B, as required under M.G.L. c. 7C section 38. Upon receipt of the completed form from DONOR, DONEE shall promptly file this form with the Division of Capital Asset Management of Massachusetts.
26. Miscellaneous: This instrument is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, personal representatives, administrators, successors and assigns, and may be cancelled, modified or

amended only by a written instrument executed by both DONOR and DONEE. If two or more persons are named herein as either party, their obligations hereunder shall be joint and several. The captions are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it. This Agreement and any amendments thereto may be signed in multiple counterparts and by facsimile, email or electronic signature, which counterparts and signatures shall all be treated as original signatures. The Agreement supersedes any other agreement, written or oral, made by the parties hereto in connection with the transaction contemplated hereby. The parties hereto acknowledge that they have been afforded the opportunity to confer with legal counsel of their own choice prior to the execution of this Agreement. If this Agreement or any other provisions by way of reference incorporated herein shall contain any term or provision which shall be invalid, then the remainder of the Agreement or other instrument by way of reference incorporated herein, as the case may be, shall not be affected thereby and shall remain valid and in full force and effect to the fullest extent permitted by law. In the event that any deadline or date for performance or providing notice contained herein (including, without limitation, any contingencies or extensions of the time for performance under this Agreement), falls on a Saturday, Sunday or legal holiday, as the case may be, such deadline or other date shall be automatically extended to the immediately following business day.

[The remainder of this page has been intentionally left blank]

In witness whereof, the parties hereto affix their hands and seals as of the date first set forth above.

DONOR:

\_\_\_\_\_  
Ann Widnall Vawter, not individually but as  
Trustee of Widnall Family Trust

DONEE:

TOWN OF LEXINGTON, acting on behalf of its  
Conservation Commission

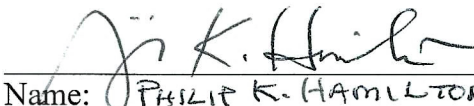
  
\_\_\_\_\_  
Name: PHILIP K. HAMILTON  
Title: CHAIR  
LEXINGTON CONSERVATION COMMISSION

Exhibit A

Sketch Plan of Property

[See Attached]



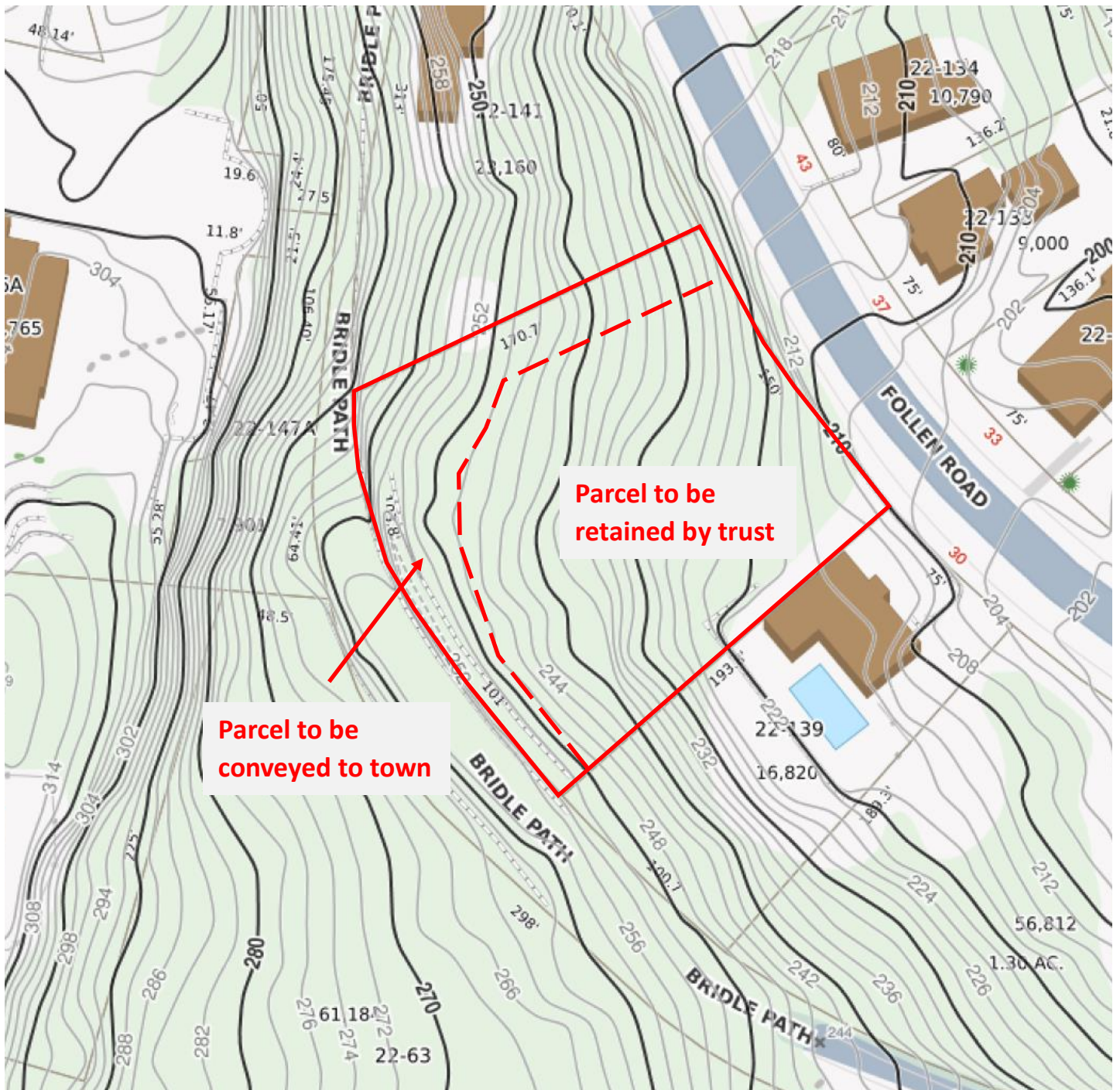


Exhibit A. Possible division of Follen Road lot (Assessor's Map 22, Lot 140), subject to further discussion between the parties

Exhibit B

**DISCLOSURE STATEMENT FOR  
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY  
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

**INSTRUCTION SHEET**

**NOTE:** The Division of Capital Asset Management and Maintenance (DCAMM) shall have no responsibility for insuring that the Disclosure Statement has been properly completed as required by law. Acceptance by DCAMM of a Disclosure Statement for filing does not constitute DCAMM's approval of this Disclosure Statement or the information contained therein. Please carefully read M.G.L. c. 7C, s. 38 which is reprinted in Section 8 of this Disclosure Statement.

**Section (1):** Identify the real property, including its street address, and city or town. If there is no street address then identify the property in some other manner such as the nearest cross street and its tax assessors' parcel number.

**Section (2):** Identify the type of transaction to which this Disclosure Statement pertains -- such as a sale, purchase, lease, etc.

**Section (3):** Insert the exact legal name of the Public Agency participating in this Transaction with the Disclosing Party. The Public Agency may be a Department of the Commonwealth of Massachusetts, or some other public entity. Please do not abbreviate.

**Section (4):** Insert the exact legal name of the Disclosing Party. Indicate whether the Disclosing Party is an individual, tenants in common, tenants by the entirety, corporation, general partnership, limited partnership, LLC, or other entity. If the Disclosing Party is the trustees of a trust then identify the trustees by name, indicate that they are trustees, and add the name of the trust.

**Section (5):** Indicate the role of the Disclosing Party in the transaction by checking one of the blanks. If the Disclosing Party's role in the transaction is not covered by one of the listed roles then describe the role in words.

**Section (6):** List the names and addresses of **every** legal entity and **every** natural person that has or will have a **direct or indirect** beneficial interest in the real property. The only exceptions are those stated in the first paragraph of the statute that is reprinted in Section 8 of this Disclosure Statement. If the Disclosing Party is another public entity such as a city or town, insert "inhabitants of the (name of public entity)." If the Disclosing Party is a non-profit with no individual persons having any beneficial interest then indicate the purpose or type of the non-profit entity. If additional space is needed, please attach a separate sheet and incorporate it by reference into Section 6.

**Section (7):** Write "none" in the blank if none of the persons mentioned in Section 6 is employed by DCAMM. Otherwise list any parties disclosed in Section 6 that are employees of DCAMM.

**Section (8):** The individual signing this statement on behalf of the Disclosing Party acknowledges that he/she has read the included provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts.

**Section (9):** Make sure that this Disclosure Statement is signed by the correct person. If the Disclosing Party is a corporation, please make sure that this Disclosure Statement is signed by a duly authorized officer of the corporation as required by the statute reprinted in Section 8 of this Disclosure Statement.

This completed and signed Disclosure Statement should be mailed or otherwise delivered to:

Deputy Commissioner for Real Estate  
Division of Capital Asset Management and Maintenance  
One Ashburton Place, 15<sup>th</sup> Floor, Boston, MA 0210

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

- (1) REAL PROPERTY: [\_\_\_\_\_]
- (2) TYPE OF TRANSACTION, AGREEMENT, or DOCUMENT: Donation
- (3) PUBLIC AGENCY PARTICIPATING in TRANSACTION: The Town of Lexington, acting by and through its Conservation Commission
- (4) DISCLOSING PARTY'S NAME AND TYPE OF ENTITY (IF NOT AN INDIVIDUAL):
- (5) ROLE OF DISCLOSING PARTY (Check appropriate role):  

_____ Lessor/Landlord	_____ Lessee/Tenant
___X___ Seller/Grantor	_____ Buyer/Grantee
_____ Other(Please describe):_____	
- (6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general



public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

NAME

RESIDENCE

- (7) None of the above- named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (insert "none" if none):
- (8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

*No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of*

*interest in such property, as provided for above, within thirty days of such change.*

*Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.*

*The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.*

- (9) This Disclosure Statement is hereby signed under penalties of perjury.

\_\_\_\_\_  
PRINT NAME OF DISCLOSING PARTY (from Section 4, above)

\_\_\_\_\_  
AUTHORIZED SIGNATURE of DISCLOSING PARTY    DATE (MM / DD / YYYY)

\_\_\_\_\_  
PRINT NAME & TITLE of AUTHORIZED SIGNER

## REAL PROPERTY DONATION AGREEMENT

This Real Property Donation Agreement (this “Agreement”) is dated as of this \_\_\_\_ day of \_\_\_\_\_, 2025 (the “Effective Date”):

1. Parties and Mailing Addresses: **WILLIAM S. WIDNALL** and **SHEILA E. WIDNALL**, husband and wife as tenants by the entirety, having a mailing address of 22 Summit Road, Lexington, Massachusetts 02421 (“DONOR”), agrees to donate and the **TOWN OF LEXINGTON**, a Massachusetts municipal corporation having a mailing address of 1625 Massachusetts Avenue, Lexington, Massachusetts 02420, acting by and through its Conservation Commission (“DONEE”), agrees to accept, upon the terms set forth herein, the following described premises:

2. Description: Those certain parcels of land, commonly known as (i) Parcel 147A on the Town of Lexington Assessor’s Map 22, consisting of approximately 7,901 square feet and shown as Parcel 3 on that certain plan entitled “Plan of Land in Lexington, MA” dated September 9, 2022 and recorded with the Middlesex South District Registry of Deeds (the “Registry”) as Plan 803 of 2022 (the “Plan”) and described in that certain Deed effective December 5, 2022 and recorded with the Registry in Book 81021, Page 338 and (ii) Parcel 63 on the Town of Lexington Assessor’s Map 22, consisting of approximately 61,184 square feet and described in that certain Deed dated July 8, 1981 and recorded with the Registry in Book 14344, Page 112 (collectively, the “Property”).

3. Title Deed: The Property is to be conveyed by a good and sufficient quitclaim deed running to DONEE, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:

- (a) Provisions of existing building and zoning laws;
- (b) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- (c) Any liens for municipal betterments assessed after the date of this Agreement; and
- (d) Easements, restrictions and reservations of record as of the Effective Date, including the Easement (as such term is defined herein).

4. Plans: If said deed refers to a plan necessary to be recorded therewith, the DONEE shall cause to be prepared and shall deliver such plan with the deeds in form adequate for recording or registration.

5. Consideration: The parties mutually agree and acknowledge the receipt and sufficiency of good and valuable consideration for this Agreement, including DONOR’s agreement to donate the Property and DONEE’s agreement to accept the Property pursuant to the terms hereof. DONEE agrees that the Property shall be known as “Widnall Woods” and acknowledged as such on signs at public access points.

DONOR intends that the conveyance contemplated hereunder will be a charitable contribution to DONEE. DONEE makes no representation as to the tax consequences of the transaction contemplated by this Agreement, and DONOR will, at its option, obtain independent tax counsel related to same.



Notwithstanding anything set forth herein to the contrary, DONOR will be solely responsible for compliance with the gift value substantiation requirements of the Internal Revenue Code, if applicable to the transaction contemplated by this Agreement.

6. Time for Performance; Delivery of Deed: Such deed is to be delivered at 10:00 a.m. at the office of DONEE's counsel on August 29, 2025, unless otherwise agreed upon in writing by the parties (the "Closing Date"). It is agreed that time is of the essence of this Agreement.

7. Possession and Condition of Property: Full possession of the Property free of all tenants and occupants, free of all trash, and free of any personal property is to be delivered at the time of the delivery of the deed, the Property to be then in the same condition as they now are, reasonable use and wear thereof excepted, and in compliance with Paragraph 3 hereof.

8. Extension to Perfect Title or Make Property Conform: If at the time for performance of this Agreement DONOR shall be unable to give title or to make conveyance, or to deliver possession of the Property, all as herein stipulated, or if at the time of the delivery of the deed the Property does not conform with the provisions hereof, as the case may be, (a) DONOR shall use reasonable, good faith efforts to remove any defects in title or to deliver possession as provided herein or to make the Property conform to the provisions hereof, and (b) the date for closing shall be extended for a period of up to thirty (30) days as may be necessary for DONOR to cure such defect or otherwise make the Property conform to the provisions of the Agreement. Reasonable, good faith efforts shall not require DONOR to expend more than \$2,000.00, inclusive of attorney's fees but exclusive of the cost to discharge mortgages, municipal liens, and monetary liens and encumbrances, pursuant to this paragraph.

9. Failure to Perfect Title or Make The Property Conform: If at the expiration of the extended time DONOR shall have failed so to remove any defects in title, deliver possession, or make the Property conform, as the case may be, all as herein agreed, then DONEE shall have the option, as its sole recourse and remedy, exercisable by written notice to DONOR at or prior to the Closing Date, of (1) accepting at the closing such title as DONOR is able to deliver and waiving any unsatisfied condition precedent, in which case the DONOR shall deliver such title and possession, or (2) declining to proceed to closing. In the latter event, except as expressly set forth herein, all obligations, liabilities and rights of the parties under this Agreement shall terminate, this Agreement shall be null and void and without recourse to the DONOR or DONEE.

10. Acceptance of Deed: The acceptance and recording of a deed by DONEE shall be deemed to be the full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after or survive the delivery of said deed.

11. Easement: At the time of Closing of the Property, DONOR shall simultaneously grant to DONEE a perpetual, non-exclusive easement, appurtenant to the Property (the "Easement") located on a portion of DONOR's remaining land commonly known as 22 Summit Road, Lexington, Massachusetts, in the area marked "Easement Area" on the plan attached hereto as Exhibit A for access to the Property and for use as a trail. The Easement shall be substantially in the form attached hereto as Exhibit B and made a part hereof, and the Easement shall be recorded with the Registry at the time of Closing. A

recordable plan showing the metes and bounds of the agreed upon easement area shall be recorded simultaneously with the Easement.

12. Adjustments: Taxes for the then current fiscal year shall be apportioned as of the Closing Date.

13. Adjustment of Un-assessed and Abated Taxes: If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained. If the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.

14. DONEE's or DONOR's Default: If DONEE shall fail to fulfill DONEE's agreements herein, DONOR may terminate this Agreement, and this shall be DONOR's sole and exclusive remedy at law or in equity for any breach of this Agreement by DONEE. If DONOR shall fail to fulfill DONOR's agreements herein, DONEE shall be entitled to reimbursement from DONOR for its out-of-pocket costs and expenses for all survey and environmental site assessment work performed in connection with its due diligence of the Property. This shall be DONEE's sole and exclusive remedy at law or in equity for any breach of this Agreement by DONOR, except that, in the event that DONOR breaches any of its representations set forth in this Agreement, DONEE shall be entitled to pursue all rights and remedies available to it in law and in equity.

15. Title: It is understood and agreed by the parties that the Property shall not be in conformity with the title provisions of this Agreement unless:

- (a) All buildings, structures and improvements, including but not limited to, any driveways, garages and fences, and all means of access to the Property, are located completely within the boundary lines of the Property and shall not encroach upon or under the Property of any other person or entity; and
- (b) Title to the Property shall be at the time of closing insurable at normal title insurance premium rates for the benefit of DONEE at DONEE's expense, by a nationally-recognized title insurance company, upon delivery from DONOR to DONEE of the deed contemplated by this Agreement and upon recordation of such deed, by an owner's title insurance policy (on the current ALTA form) insuring fee title in DONEE free from all exceptions other than those exceptions set forth or allowed by in Paragraph 3.

16. Access and Inspection Contingency. DONEE and its agents shall have the right of access to the Property from the Effective Date until three (3) days prior to the Closing Date (the "Inspection Period") for the purpose of inspecting the condition of the Property, including obtaining a survey of the Property and performing non-invasive environmental assessments. DONEE holds DONOR harmless for any and all costs, damages and claims caused by or resulting from any entry onto the Property by DONEE, except for costs, damages and claims resulting from DONOR's gross negligence or willful misconduct. If DONEE is not satisfied in its sole judgment with any of the information obtained by

DONEE while conducting the due diligence identified above, then DONEE shall have the right to terminate this Agreement by written notice to DONOR at any time prior to 5:00 p.m. on the last day of the Inspection Period.

17. Notices: All notices, requests, consents and other communications hereunder shall be in writing, shall be addressed to the receiving party's address set forth below or to such other address as a party may designate by notice hereunder, and shall be either (i) delivered by hand, (ii) made by email transmission with proof of delivery, (iii) sent by overnight courier, or (iv) sent by certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

in case of notice to DONOR, to: 22 Summit Road  
Lexington, MA 02421  
Attn: William Widnall and Sheila Widnall  
Email: [ann\\_rob\\_vawter@hotmail.com](mailto:ann_rob_vawter@hotmail.com)  
[billwidnall@gmail.com](mailto:billwidnall@gmail.com)

with a copy to: Alan Wrigley, Esq.  
Law Office of Alan Wrigley  
114 Waltham Street, Suite 14  
Lexington, MA 02421  
Email: [alan@wrigleylaw.com](mailto:alan@wrigleylaw.com)

in case of notice to DONEE, to: Lexington Conservation Commission  
1625 Massachusetts Ave  
Lexington, MA 02420

with a copy to: Anderson & Kreiger LLP  
50 Milk Street, 21<sup>st</sup> Floor  
Boston, MA 02109  
Attn: Stephanie Dubanowitz  
Email: [sdubanowitz@andersonkrieger.com](mailto:sdubanowitz@andersonkrieger.com)

All notices, requests, consents and other communications hereunder shall be deemed to have been given either (i) if by hand, at the time of the delivery thereof to the receiving party at the address of such party set forth above, (ii) if made by email transmission, at the time that delivery thereof has been acknowledged by electronic confirmation or otherwise, (iii) if sent by overnight courier, on the next business day following the day such mailing is made, or (iv) if sent by certified or registered mail, on the 2<sup>nd</sup> day following the day such mailing is made.

18. REBA Standards: Any matter or practice arising under or relating to this Agreement that is the subject of a title or practice standard of the Massachusetts Real Estate Bar Association shall be governed by such standard to the extent applicable, unless specifically provided otherwise in this Agreement and so long as not contrary to Massachusetts law and case law.

19. Underground Fuel Storage Tanks: DONOR represents that, to the best of DONOR's actual knowledge and belief, there are no underground fuel storage tanks on the Property. The provisions of this paragraph shall survive delivery of the deed.



20. DONOR's Delivery of Documents: DONOR shall cooperate with DONEE by executing, acknowledging, swearing to the truth of the contents and delivering such instruments as may reasonably and customarily be required by DONEE's title insurance company and/or DONEE's attorney in conjunction with the closing.

21. Extensions: By executing this Agreement, DONEE and DONOR hereby grant to their respective attorneys the actual authority to bind them (which may include acknowledgment via email) for the limited purpose of allowing them to grant extensions hereunder, and DONEE and DONOR shall be able to rely upon the signatures of said attorneys as binding unless they have actual knowledge that either party has disclaimed the authority granted herein to bind them.

22. Suits or Judgments: DONOR represents to the best of its actual knowledge and belief that DONOR has no written notice or actual knowledge of any suits or judgments in relation to the Property, and DONOR represents that DONOR has no actual knowledge of any pending bankruptcy, mortgage foreclosure, or other proceeding which might in any material way impact adversely on DONOR's ability to perform under this Agreement. The provisions of this paragraph shall survive the delivery of the deed for the Property or the early termination hereof.

23. Liability of Trustee, Shareholder, Beneficiary, Etc.: If the DONOR or DONEE executes this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the DONOR or DONEE so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

24. Brokers: DONOR and DONEE each warrant and represent to the other that neither has dealt with any real estate broker, salesperson, finder, or other person entitled to a commission or fee in connection with the negotiation or execution of this Agreement or the consummation of the transaction contemplated hereby. This paragraph shall survive delivery of the deed for the Property or the early termination hereof.

25. Municipal Approvals and Process: DONEE is acquiring the Property for conservation purposes. Notwithstanding anything set forth in this Agreement to the contrary, DONEE's obligations hereunder are expressly subject to and contingent upon all municipal approvals and completing all legally required steps that are required for DONEE's acceptance of the Property to DONEE's satisfaction (the "Approvals"). In the event that one or more of the Approvals is denied, then either DONOR or DONEE may elect to terminate this Agreement by notice to the other, and this Agreement shall become null and void without recourse to the parties hereto.

26. Disclosure of Beneficial Interest Form: Prior to the Closing Date, DONOR shall provide the disclosure of beneficial interest form that is attached hereto as Exhibit C, as required under M.G.L. c. 7C section 38. Upon receipt of the completed form from DONOR, DONEE shall promptly file this form with the Division of Capital Asset Management of Massachusetts.

27. Miscellaneous: This instrument is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, personal representatives, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both DONOR

and DONEE. If two or more persons are named herein as either party, their obligations hereunder shall be joint and several. The captions are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it. This Agreement and any amendments thereto may be signed in multiple counterparts and by facsimile, email or electronic signature, which counterparts and signatures shall all be treated as original signatures. The Agreement supersedes any other agreement, written or oral, made by the parties hereto in connection with the transaction contemplated hereby. The parties hereto acknowledge that they have been afforded the opportunity to confer with legal counsel of their own choice prior to the execution of this Agreement. If this Agreement or any other provisions by way of reference incorporated herein shall contain any term or provision which shall be invalid, then the remainder of the Agreement or other instrument by way of reference incorporated herein, as the case may be, shall not be affected thereby and shall remain valid and in full force and effect to the fullest extent permitted by law. In the event that any deadline or date for performance or providing notice contained herein (including, without limitation, any contingencies or extensions of the time for performance under this Agreement), falls on a Saturday, Sunday or legal holiday, as the case may be, such deadline or other date shall be automatically extended to the immediately following business day.

[The remainder of this page has been intentionally left blank]

In witness whereof, the parties hereto affix their hands and seals as of the date first set forth above.


DONOR:

\_\_\_\_\_  
William S. Widnall

\_\_\_\_\_  
Sheila E. Widnall

DONEE:

TOWN OF LEXINGTON, acting on behalf  
of its Conservation Commission

  
\_\_\_\_\_  
Name: PHILIP K. HAMILTON  
Title: CHAIR  
LEXINGTON CONSERVATION COMMISSION



## Exhibit A

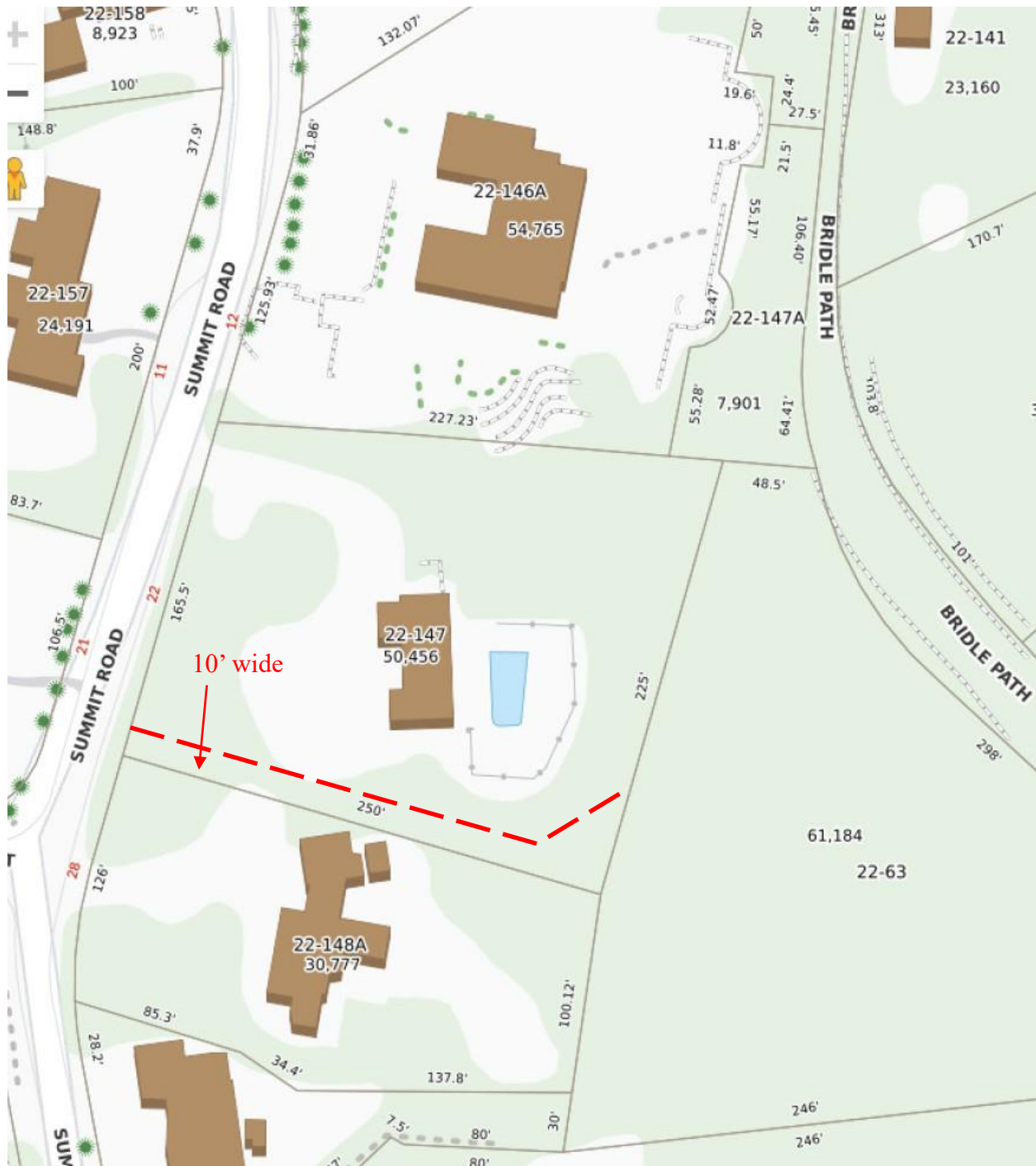


Exhibit A. Approximate Location of Trail Easement Across 22 Summit Road Property

Exhibit B  
Form of Easement

**EASEMENT AGREEMENT**

This Easement Agreement (this “Agreement”) is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2025, by and among **WILLIAM S. WIDNALL** and **SHEILA E. WIDNALL**, husband and wife as tenants by the entirety, having a mailing address of 22 Summit Road, Lexington, Massachusetts 02421 (“Owner”), and the **TOWN OF LEXINGTON**, acting by and through its Conservation Commission, a Massachusetts municipal corporation, having an address of 1625 Massachusetts Avenue, Lexington, Massachusetts 02420 (the “Town”).

WHEREAS, the Owner is the fee simple owner of that certain parcel commonly known as 22 Summit Road, Lexington, Massachusetts, identified as Parcel 147 on the Town’s Assessors Map 22, pursuant to that certain Quitclaim Deed recorded with the Middlesex South Registry of Deeds (the “Registry”) in Book 11550, Page 471 and that certain Quitclaim Deed recorded with the Registry in Book 81021, Page 338 (the “Property”);

WHEREAS, the Owner has agreed to grant to the Town, for the purposes of walking, hiking, and otherwise accessing walking trails, certain easements in, over, across and upon certain portions of the Property shown as “\_\_\_\_\_” (the “Easement Area”) on a plan entitled “\_\_\_\_\_”, dated \_\_\_\_\_, prepared by \_\_\_\_\_, filed with the Registry as Plan [\_\_\_\_\_] of [\_\_\_\_\_] on Sheet [\_\_\_\_\_] (the “Plan”), pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties covenants and agrees as follows:

1. Grant of Easement. The Owner hereby grants to the Town a perpetual, non-exclusive right and easement (the “Easement”) over, under, through, across, within, and upon the Easement Area, for the purposes of walking, hiking, and otherwise accessing walking trails on foot, snowshoe, and ski by members of the public, including the right to walk but not ride bicycles if permitted by Conservation Commission rules for the adjacent conservation land. The right to vehicular or motorized access within the Easement Area is strictly and specifically not authorized by this Easement.
2. Prohibited Uses. The Owner may not obstruct the Easement Area or use it in any way that derogates from the intent of this Agreement. The Owner hereby agrees not to grant any other easements, leases, deeds, licensees or any other rights to the Easement Area that will materially and adversely interfere with the Town’s rights under this Agreement without the prior written consent of the Town, which consent may be withheld or granted in the Town’s sole and absolute discretion.
3. Maintenance and Repair. For as long as the trail is open to the public, the Town agrees to be responsible for the construction, maintenance, and repair of the trail. The Owner agrees for itself and its successors and assigns to perform all work necessary, if

any, in connection with all other landscaping, maintenance, repair and use of the Easement Area at the Owner's sole cost and expense. All of said work shall be performed in a good workmanlike manner in compliance with all applicable laws, regulations, codes, bylaws and ordinances. Use of the Easement Area by members of the general public shall be at their own risk. The Owner shall not be obligated to remove or clear snow from any portion of the Easement Area.

4. Fence and Sign. The Town agrees that prior to opening the Easement Area to the public, it shall pay to have a split-rail fence installed along the boundaries of the Easement Area. Upon the completion of the installation of the fence, the parties acknowledge and agree that the Town shall have no further obligations regarding the maintenance, repair, replacement or payment for such fence. At the same time, the Town shall install and maintain a sign at the entrance at Summit Road identifying the trail as an entrance to Widnall Woods, provided that the size and exact location of such sign shall be at the sole discretion of the Town.

5. No Relocation. The Owner shall not be entitled to relocate the Easement Area without the express prior written consent of the Town, which consent may be withheld in the Town's sole and absolute discretion.

6. Additional Provisions.

- a. The Owner warrants and represents that the person executing this Agreement has authority to do so, and that there are no mortgages or encumbrances of record or otherwise on the Property that will negate or negatively impact this Agreement.
- b. The Town warrants and represents that it is duly authorized and fully qualified to execute this Easement, and that the individually executing this Easement is duly authorized to execute this Easement on behalf of the Town pursuant to a vote of the Lexington Select Board dated [REDACTED] and a vote of the Lexington Conservation Commission dated [REDACTED], certified copies of which are recorded herewith].
- c. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. The terms, provisions and agreements herein contained may be amended only by a duly executed instrument in writing thereafter filed in the Registry. If any term or provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. This Agreement may be executed in one or more counterparts, each of which shall constitute a part of the same instrument. The caption headings of the various sections and paragraphs of this Agreement are for convenience and identification only and shall not be deemed to limit, expand or define the contents of the respective sections or paragraphs.
- d. No Massachusetts Deed Excise Stamps have been affixed hereto as the Town is a municipality.
- e. This grant of a recreational trail easement is consistent with the purposes described in M.G.L. Chapter 21, Section 17C and the Owner and the Town



shall each have the benefit and protection of the limitation on liability contained in such section to the fullest extent permitted by law.

*[Signatures on following pages]*

Executed as a sealed instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
William S. Widnall

\_\_\_\_\_  
Sheila E. Widnall

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025 before me, the undersigned notary public, personally appeared William S. Widnall, proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

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

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2026 before me, the undersigned notary public, personally appeared Sheila E. Widnall, proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

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

ACCEPTANCE AND AGREEMENT  
TOWN OF LEXINGTON

We, the undersigned, being a majority of the Conservation Commission of the Town of Lexington, hereby certify that at a meeting duly held on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, the Conservation Commission voted to accept the foregoing Easement Agreement.

TOWN OF LEXINGTON

By its Conservation Commission

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

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, members of the Conservation Commission for the Town of Lexington, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons whose names are signed on the preceding or attached document and acknowledged to me that they signed it voluntarily for its stated purpose.

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



APPROVAL  
TOWN OF LEXINGTON

We, the undersigned, being a majority of the Select Board of the Town of Lexington, hereby certify that at a meeting duly held on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, the Select Board voted to approve the foregoing Easement Agreement.

TOWN OF LEXINGTON

By its Select Board

\_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ for the Town of Lexington, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he/she signed it voluntarily for its stated purpose as \_\_\_\_\_ of the Town of Lexington Select Board.

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

**DISCLOSURE STATEMENT FOR  
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY  
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

**INSTRUCTION SHEET**

**NOTE:** The Division of Capital Asset Management and Maintenance (DCAMM) shall have no responsibility for insuring that the Disclosure Statement has been properly completed as required by law. Acceptance by DCAMM of a Disclosure Statement for filing does not constitute DCAMM's approval of this Disclosure Statement or the information contained therein. Please carefully read M.G.L. c. 7C, s. 38 which is reprinted in Section 8 of this Disclosure Statement.

**Section (1):** Identify the real property, including its street address, and city or town. If there is no street address then identify the property in some other manner such as the nearest cross street and its tax assessors' parcel number.

**Section (2):** Identify the type of transaction to which this Disclosure Statement pertains -- such as a sale, purchase, lease, etc.

**Section (3):** Insert the exact legal name of the Public Agency participating in this Transaction with the Disclosing Party. The Public Agency may be a Department of the Commonwealth of Massachusetts, or some other public entity. Please do not abbreviate.

**Section (4):** Insert the exact legal name of the Disclosing Party. Indicate whether the Disclosing Party is an individual, tenants in common, tenants by the entirety, corporation, general partnership, limited partnership, LLC, or other entity. If the Disclosing Party is the trustees of a trust then identify the trustees by name, indicate that they are trustees, and add the name of the trust.

**Section (5):** Indicate the role of the Disclosing Party in the transaction by checking one of the blanks. If the Disclosing Party's role in the transaction is not covered by one of the listed roles then describe the role in words.

**Section (6):** List the names and addresses of **every** legal entity and **every** natural person that has or will have a **direct or indirect** beneficial interest in the real property. The only exceptions are those stated in the first paragraph of the statute that is reprinted in Section 8 of this Disclosure Statement. If the Disclosing Party is another public entity such as a city or town, insert "inhabitants of the (name of public entity)." If the Disclosing Party is a non-profit with no individual persons having any beneficial interest then indicate the purpose or type of the non-profit entity. If additional space is needed, please attach a separate sheet and incorporate it by reference into Section 6.

**Section (7):** Write "none" in the blank if none of the persons mentioned in Section 6 is employed by DCAMM. Otherwise list any parties disclosed in Section 6 that are employees of DCAMM.

**Section (8):** The individual signing this statement on behalf of the Disclosing Party acknowledges that he/she has read the included provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts.

**Section (9):** Make sure that this Disclosure Statement is signed by the correct person. If the Disclosing Party is a corporation, please make sure that this Disclosure Statement is signed by a duly authorized officer of the corporation as required by the statute reprinted in Section 8 of this Disclosure Statement.

This completed and signed Disclosure Statement should be mailed or otherwise delivered to:

Deputy Commissioner for Real Estate  
Division of Capital Asset Management and Maintenance  
One Ashburton Place, 15<sup>th</sup> Floor, Boston, MA 0210

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

- (1) REAL PROPERTY: [\_\_\_\_\_]
- (2) TYPE OF TRANSACTION, AGREEMENT, or DOCUMENT: Donation
- (3) PUBLIC AGENCY PARTICIPATING in TRANSACTION: The Town of Lexington, acting by and through its Conservation Commission
- (4) DISCLOSING PARTY'S NAME AND TYPE OF ENTITY (IF NOT AN INDIVIDUAL):
- (5) ROLE OF DISCLOSING PARTY (Check appropriate role):  

_____ Lessor/Landlord	_____ Lessee/Tenant
___X___ Seller/Grantor	_____ Buyer/Grantee
_____ Other(Please	

describe):\_\_\_\_\_
- (6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general



public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

NAME

RESIDENCE

- (7) None of the above- named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (insert "none" if none):
- (8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

*No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of*

*interest in such property, as provided for above, within thirty days of such change.*

*Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.*

*The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.*

- (9) This Disclosure Statement is hereby signed under penalties of perjury.

\_\_\_\_\_  
PRINT NAME OF DISCLOSING PARTY (from Section 4, above)

\_\_\_\_\_  
AUTHORIZED SIGNATURE of DISCLOSING PARTY    DATE (MM / DD / YYYY)

\_\_\_\_\_  
PRINT NAME & TITLE of AUTHORIZED SIGNER

GENERAL NOTES

1. THIS PLAN IS BASED UPON AN ON-THE-GROUND INSTRUMENT SURVEY PERFORMED BY GCG ASSOCIATES, INC. BETWEEN MAY 2025 SEPTEMBER 2025. GCG ASSOCIATES, INC. HAS THEIR MAIN OFFICE LOCATED AT 84 MAIN STREET, WILMINGTON, MA.
2. THIS PLAN IS A RESUBDIVISION OF LOTS 25 AND 26 OF PLAN BOOK 297, PLAN 35. LOT 25C TO BE RETAINED BY WIDNALL FAMILY TRUST. PARCEL 26C TO BE CONVEYED TO THE TOWN OF LEXINGTON.
3. PARCEL 26C IS NOT TO BE CONSIDERED A BUILDABLE LOT.

N/F WESTERVELT  
52 FOLLEN ROAD  
BK 46244 PG 299  
PARCEL ID 22-141

LOT 27  
(PLAN 297-35)

OWNER OF RECORD

WIDNALL FAMILY TRUST  
DEED BOOK 14344 PAGE 110

ZONING:

RS - ONE FAMILY DWELLING  
  
MINIMUM LOT AREA 15,500 SF  
MINIMUM LOT FRONTAGE 125 FEET

PLAN REFERENCES:

MIDDLESEX NORTH REGISTRY OF DEEDS

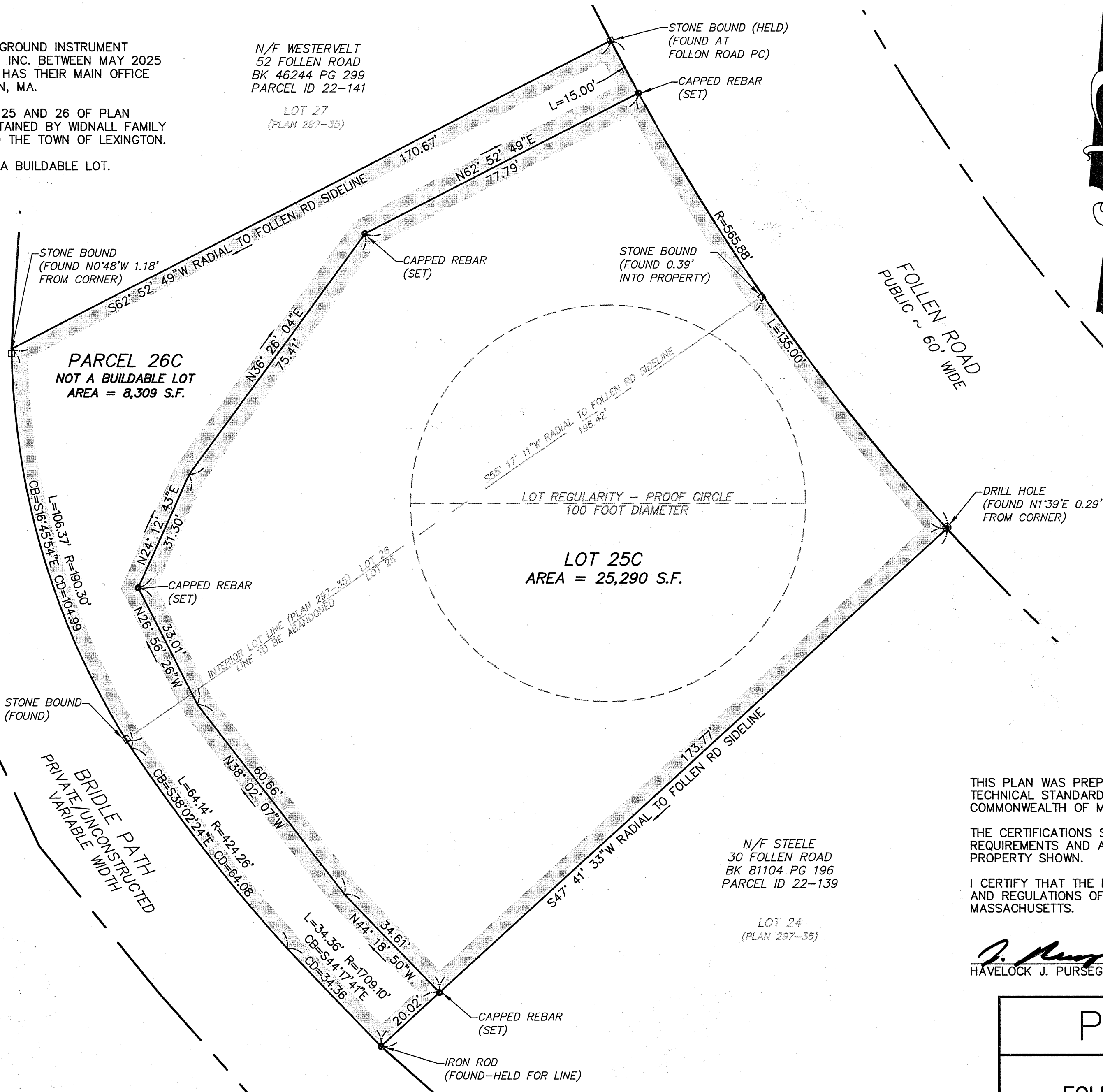
PLAN BOOK 297 PLAN 35

TOWN OF LEXINGTON - RECORD PLANS

1914 LAYOUT OF FOLLEN ROAD  
1942 LAYOUT OF FOLLEN ROAD

ASSESSOR'S REFERENCE:

LOCUS: MAP 22, PARCELS 140

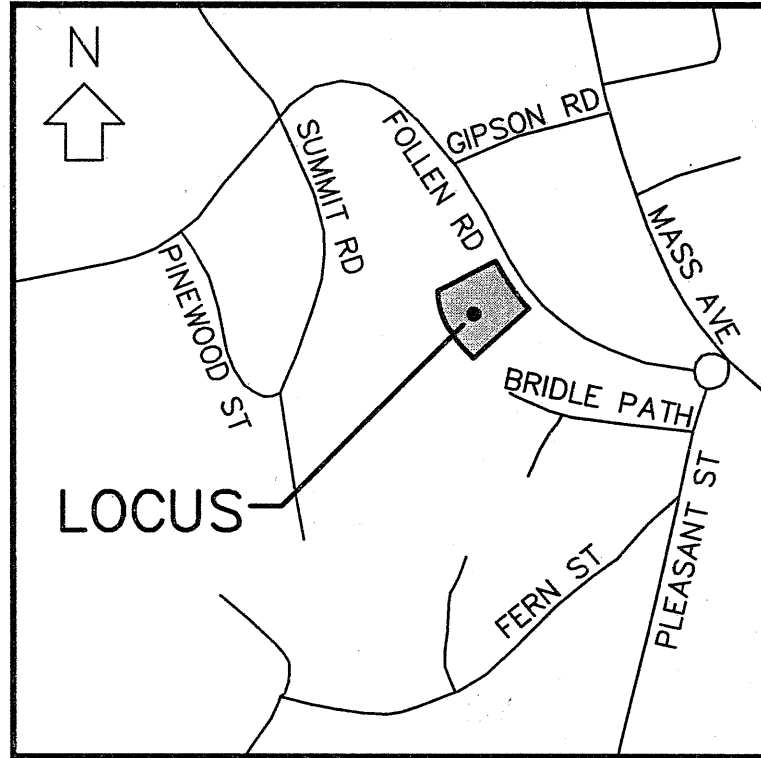


PLAN  
SCALE: 1" = 20'

GRAPHIC SCALE



( IN FEET )  
1 inch = 20 ft.



LOCUS MAP

SCALE: 1" = 500'±

PLANNING BOARD APPROVAL  
UNDER SUBDIVISION CONTROL  
LAW NOT REQUIRED

DATE:

THE ENDORSEMENT ABOVE IS NOT A DETERMINATION BY THE PLANNING BOARD AS TO COMPLIANCE WITH THE ZONING BYLAWS.

THIS PLAN WAS PREPARED IN ACCORDANCE WITH THE PROCEDURAL AND TECHNICAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN THE COMMONWEALTH OF MASSACHUSETTS.

THE CERTIFICATIONS SHOWN HERE ARE INTENDED TO MEET REGISTRY OF DEED REQUIREMENTS AND ARE NOT A CERTIFICATION TO TITLE OR OWNERSHIP OF PROPERTY SHOWN.

I CERTIFY THAT THE PREPARATION OF THIS PLAN CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

*Havelock J. Purseglove*  
HAVELOCK J. PURSEGLOVE, P.L.S. #54318

*9/22/2025*  
DATE:

PLAN OF LAND

PARCEL 22-140  
FOLLEN ROAD ~ LEXINGTON, MA  
PREPARED FOR TOWN OF LEXINGTON, MA

GCG ASSOCIATES, INC.

WILMINGTON

MASSACHUSETTS

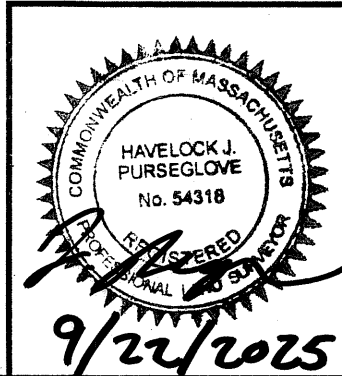
SCALE: 1"=20'

DATE: 09/22/2025

JOB NO./FILE NAME:  
2545-SUB

DESIGNED BY: H.J.P.  
DRAWN BY: H.J.P.  
CHECKED BY: M.J.C.

PLAN NO.  
1 OF 1





# **AGENDA ITEM SUMMARY**

## **LEXINGTON SELECT BOARD MEETING**

### **AGENDA ITEM TITLE:**

Lexington Human Rights Committee (LHRC) Recommendation for Reaffirming the 2018 'Safe and Welcoming Community Resolution' Policy

### **PRESENTER:**

Christina Lin, LHRC Chair

### **ITEM NUMBER:**

I.3

### **SUMMARY:**

#### **Category: Decision-making**

Christina Lin, Lexington Human Rights Committee, will present the LHRC's request for the reaffirmation of the Town's commitment to a safe and welcoming community.

### **SUGGESTED MOTION:**

### **FOLLOW-UP:**

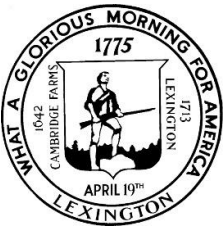
### **DATE AND APPROXIMATE TIME ON AGENDA:**

9/29/2025

7:10pm

### **ATTACHMENTS:**

Description	Type
▣ 2025 LHRC - Recommendation for Reaffirming the 2018 Safe Communities Act Resolution	Backup Material
▣ LHRC Motion	Backup Material



# ***Town of Lexington***

## **Lexington Human Rights Committee**

Christina Lin, Chair  
[humanrightscmte@lexingtonma.gov](mailto:humanrightscmte@lexingtonma.gov),  
[4lhrcchair@gmail.com](mailto:4lhrcchair@gmail.com)

Select Board, Town of Lexington  
[Selectboard@lexingtonma.gov](mailto:Selectboard@lexingtonma.gov)  
1625 Massachusetts Avenue  
Lexington, MA 02420

September 11, 2025

Dear Select Board Members,

At yesterday's Lexington Human Rights Committee meeting, the Immigration Working Group presented a recommendation that the Select Board reaffirm and ensure the full implementation of the 2018 Safe Communities Act resolution ([2018 Article 34, Welcoming, Inclusive and Safe Community](#)) which passed at Town Meeting by a vote of 153-5-2.

I am writing to share that the Lexington Human Rights Committee supports the recommendation and voted unanimously to bring it to the Select Board for consideration. We believe this is a critical moment to reaffirm our Town's commitment to a safe and welcoming community because recent federal immigration enforcement actions have escalated fears and tensions in the general public. In Lexington, with a significant immigrant and second generation immigrant population, these fears have a pronounced impact on our community that may negatively affect health and safety for our residents. A reluctance to call police and fire, seek medical care, and sending children to school is already happening in surrounding communities.

Reaffirming the resolution is an important opportunity to communicate that the Town of Lexington prioritizes and is dedicated to ensuring that local policing and emergency first responders are centered on the safety of those who live and work in, and visit our Town. Now, more than ever, we need to ensure that measures in the resolution are being followed and enforced.

We are seeking an opportunity to present this request at the earliest possible upcoming Select Board meeting, given our concerns around recent federal announcements about [imminent actions](#) in MA. I look forward to working with the Chair and Town Manager to identify a suitable date to present our request.

On behalf of the Lexington Human Rights Committee, thank you kindly

A handwritten signature in black ink, appearing to read 'Christina Lin', with a stylized, cursive script.

Christina Lin

Town of Lexington - Human Rights Committee, Chair



**Town of Lexington**

**Motion**

**2018 Annual Town Meeting**

**ARTICLE 34 TO MAKE LEXINGTON A “WELCOMING, INCLUSIVE, SAFE COMMUNITY”**

**Proposed Resolution to Make Lexington a “Welcoming, Inclusive and Safe Community”**

**MOTION:**

Resolved, that the Town is committed to making Lexington a truly “Welcoming, Inclusive and Safe Community”.

To this end, be it further resolved that the Town of Lexington hereby announces its support for the Safe Communities Act (SCA, S.1305 & H.3269), currently before our legislature.

In support of this resolution Town Meeting requests that the Town take the following actions as soon as practical:

1. Update the *Police Policy and Procedures Manual* so that it is fully compliant and fully aligned with the SCA.
2. Train all police department employees, with respect to these changes in the *Police Policy and Procedures Manual*.
3. Inform the community through public communications, municipal signage and other means deemed appropriate, that the town is a Welcoming, Inclusive and Safe Community.
4. Provide quarterly reports by the Lexington Police Department to the Board of Selectmen on all contacts in aggregate, and the nature of those contacts, with ICE or other federal immigration authorities. If the Safe Communities Act or a similar Act is passed that requires similar public reporting to the state, this requirement to report locally will be considered unnecessary.
5. Report any subsequent changes to the *Police Policy and Procedures Manual* related to this resolution in a Public Hearing.
6. Refer to, and consider including to the extent consistent with applicable laws, all of the elements of the Safe Communities Act (S.1305) as submitted to the Massachusetts Legislature on January 20, 2017 that apply to municipalities, when updating the *Police Policy and Procedures Manual*.

# **AGENDA ITEM SUMMARY**

## **LEXINGTON SELECT BOARD MEETING**

### **AGENDA ITEM TITLE:**

Review: Special Town Meeting 2025-2 Draft Warrant and Special Election 2025 Draft Warrant

### **PRESENTER:**

Kelly Axtell, Deputy Town Manager

### **ITEM NUMBER:**

I.4

### **SUMMARY:**

#### **Category: Informing**

Kelly Axtell, Deputy Town Manager will review the Draft Special Town Meeting 2025-2 Warrant and the Draft Special Election 2025 Warrant with the Select Board.

### **SUGGESTED MOTION:**

### **FOLLOW-UP:**

Town Manager's Office.

### **DATE AND APPROXIMATE TIME ON AGENDA:**

9/29/2025

7:15pm

### **ATTACHMENTS:**

Description	Type
<input type="checkbox"/> DRAFT 2025-2 STM Warrant	Backup Material



TOWN WARRANT  
Town of Lexington

Commonwealth of Massachusetts

Middlesex, ss.

To any of the Constables of the Town of Lexington

Greetings:

In the name of the Commonwealth of Massachusetts, you are to notify the inhabitants of the Town of Lexington qualified to vote in elections and in Town affairs to meet in their respective voting places in said Town.

PRECINCT ONE, CARY MEMORIAL BUILDING; PRECINCT TWO, CARY MEMORIAL BUILDING; PRECINCT THREE, LEXINGTON COMMUNITY CENTER; PRECINCT FOUR, CARY MEMORIAL BUILDING; PRECINCT FIVE, CARY MEMORIAL BUILDING; PRECINCT SIX, CARY MEMORIAL BUILDING; PRECINCT SEVEN CARY MEMORIAL BUILDING; PRECINCT EIGHT, SAMUEL HADLEY PUBLIC SERVICES BUILDING; PRECINCT NINE, LEXINGTON COMMUNITY CENTER,

**MONDAY, the EIGHTH DAY of DECEMBER, 2025**

From 7:00 a.m. to 8:00 p.m., then and there to act on the following question submitted to the voters at large:

Shall the Town of Lexington be allowed to exempt from the provisions of Proposition two-and-one-half, so called, the amounts required to pay for the bonds issued to pay for the costs of design and construction of a new Lexington High School, to be located at 251 Waltham Street, in Lexington, including the costs of conducting a feasibility study, design development, demolition, architectural and engineering services, original equipment, furnishings, landscaping, athletic fields, paving and parking areas, other accessory facilities, and the renovation of the existing field house, if the overall appropriation so allows, and other site improvements or incidental cost directly related to such construction?

*And you are directed to serve this warrant seven days at least before the time of said meeting.*

Hereof fail not and make due return of this warrant, with your doings thereon, to the Town Clerk, on or before the time of said meeting.

Given under our hands this 6th day of October, 2025.

Jill I. Hai, Chair  
Joseph N. Pato  
Douglas M. Lucente  
Mark D. Sandeen  
Vineeta Ajay Kumar

Select Board  
  
of  
  
Lexington

I have served the foregoing warrant by posting a printed copy thereof in the Town Office Building, 14 days at least before the time of said Special Debt Exclusion Election.

\_\_\_\_\_, 2025  
Constable of Lexington

Special Debt Exclusion Election Warrant must be posted by October 20, 2025 (no fewer than fourteen days prior to the December 8, 2025 Special Debt Exclusion Election)

**TOWN OF LEXINGTON WARRANT  
SPECIAL TOWN MEETING 2025-2**

Commonwealth of Massachusetts

Middlesex, ss.

To either of the Constables or Town Clerk of the Town of Lexington, in said County,

Greetings:

In the name of the Commonwealth of Massachusetts, you are directed to notify the inhabitants of the Town of Lexington qualified to vote in elections and in Town affairs to meet either at Margery Milne Battin Hall in the Cary Memorial Building, 1605 Massachusetts Avenue, Lexington, or by means of the audio/video conferencing platform described more particularly below on

**Tuesday, November 3, 2025 at 7:30pm**

at which time and place the following articles are to be acted upon and determined exclusively by the Town Meeting Members in accordance with Chapter 215 of the Acts of 1929, as amended, and subject to the referendum provided for by Section eight of said Chapter, as amended.

Pursuant to Chapter 92 of the Acts of 2020, as amended, including without limitation by Chapter 2 of the Acts of 2023 and Chapter 2 of the Acts of 2025, the Town Meeting shall be held through a hybrid of in person meeting and remote participation by the means requested by the Moderator as follows:

Town Meeting members will either attend the meeting in person at Margery Milne Battin Hall, or via remote participation. The meeting will be facilitated by use of: (1) the Zoom videoconferencing platform, (2) the online voting tool developed by Select Board member Joe Pato and (3) an online queuing function developed by Select Board member Joe Pato to facilitate debate. Other Town residents who wish to follow the proceedings may do so by attending the meeting in person in the areas reserved for non-Town Meeting Members, or via LexMedia at <https://www.youtube.com/user/LexMediaMATV>. Other residents who wish to participate in the Meeting may email the Town Clerk's Office at [clerk@lexingtonma.gov](mailto:clerk@lexingtonma.gov) and by completing the online form at [www.LexingtonMA.gov/STM2025-2](http://www.LexingtonMA.gov/STM2025-2).

For more information, please see the Moderator's letter dated August 26, 2025, 2023 to the Select Board attached to this warrant as Appendix A.

**ARTICLE 1**

**REPORTS OF TOWN BOARDS, OFFICERS AND COMMITTEES**

To receive the reports of any Board or Town Officer or of any Committee of the Town; or act in any other manner in relation thereto.

*(Inserted by the Select Board)*

DESCRIPTION: This article remains open throughout Town Meeting and reports may be presented at any Town Meeting session by boards, officers, or committees.

**ARTICLE 2**

**APPROPRIATE FOR PRIOR YEARS' UNPAID BILLS**

To see if the Town will vote to raise and appropriate money to pay any unpaid bills rendered to the Town for prior years; to determine whether the money shall be provided by the tax levy, by transfer from available funds, or by any combination of these methods; or act in any other manner in relation thereto.

*(Inserted by the Select Board)*

FUNDS REQUESTED: Unknown at press time

DESCRIPTION: This is an annual article to request funds to pay bills after the close of the fiscal year in which the goods were received or the services performed and for which no money was encumbered.



### **ARTICLE 3**

### **ESTABLISH, AMEND, DISSOLVE AND APPROPRIATE TO AND FROM SPECIFIED STABILIZATION FUNDS**

To see if the Town will vote to create, amend, dissolve, rename and/or appropriate sums of money to and from Stabilization Funds in accordance with Massachusetts General Laws, Section 5B of Chapter 40 for the purposes of: (a) Section 135 Zoning By-Law; (b) Traffic Mitigation; (c) Transportation Demand Management/Public Transportation; (d) Special Education; (e) Center Improvement District; (f) Transportation Management Overlay District; (g) Capital; (h) Payment in Lieu of Parking; (i) Visitors Center Capital Stabilization Fund; (j) Affordable Housing Capital Stabilization Fund; (k) Water System Capital Stabilization Fund; and (l) Ambulance Stabilization Fund; determine whether such sums shall be provided by the tax levy, by transfer from available funds, from fees, charges or gifts or by any combination of these methods; or act in any other manner in relation thereto.

*(Inserted by the Select Board)*

FUNDS REQUESTED: Unknown at press time

DESCRIPTION: This is an annual article to establish, dissolve, and/or fund Stabilization Funds for specific purposes and to appropriate funds therefrom. Money in those funds may be invested and the interest becomes a part of the particular fund. These funds may later be appropriated for the specific designated purpose by a two-thirds vote of an Annual or Special Town Meeting, for any lawful purpose.

### **ARTICLE 4**

### **AMEND FY2026 OPERATING, ENTERPRISE AND CPA BUDGETS**

To see if the Town will vote to make supplementary appropriations, to be used in conjunction with money appropriated under Articles 4, 5, 9 and 10 of the warrant for the 2025 Annual Town Meeting to be used during the current fiscal year, or make any other adjustments to the current fiscal year budgets and appropriations that may be necessary; to determine whether the money shall be provided by tax levy, by transfer from available funds including the Community Preservation Fund, or by combination of any of these methods; or act in any other manner in relation thereto.

*(Inserted by the Select Board)*

FUNDS REQUESTED: Unknown at press time

DESCRIPTION: This is an annual article to permit adjustments to current fiscal year (FY2026) appropriations.

### **ARTICLE 5**

### **APPROPRIATE FOR AUTHORIZED CAPITAL IMPROVEMENTS**

To see if the Town will vote to make supplementary appropriations to be used in conjunction with sums appropriated in prior years for the installation or construction of water mains, sewers and sewerage systems, drains, streets, buildings, recreational facilities or other capital improvements and equipment; determine whether the sums shall be provided by the tax levy, by transfer from the balances in other articles, by transfer from available funds, including enterprise funds and the Community Preservation Fund, by borrowing, or by any combination of these methods; or act in any other manner in relation thereto.

*(Inserted by the Select Board)*

FUNDS REQUESTED: Unknown at press time

DESCRIPTION: This is an annual article to request funds to supplement existing appropriations for certain capital projects in light of revised cost estimates that exceed such appropriations.

### **ARTICLE 6**

### **ESTABLISH, AMEND AND CONTINUE DEPARTMENTAL REVOLVING FUNDS**

To see if the Town will vote, pursuant to the Massachusetts General Laws Chapter 44, Section 53E½ and Chapter 110 of the Code of the Town of Lexington, to amend existing revolving funds; to amend said Chapter 110 to establish new revolving funds; to determine whether the maximum amounts that may be expended from such new and existing revolving fund accounts in FY2026 shall be the following amounts or any other amounts; or act in any other manner in relation thereto.

*(Inserted by the Select Board)*

DESCRIPTION: The amount that may be spent from a revolving fund established under Massachusetts General Laws Chapter 44, Section 53E½ must be approved annually by Town Meeting. The Funds are credited with the receipts received in connection with the programs supported by such funds, and expenditures may be made from the revolving fund without further appropriation. This article will make amendments to the revolving funds and spending limits approved at the 2024 Annual Town Meeting.

**ARTICLE 7                    ACCEPT GENERAL LAWS, CHAPTER 59, SECTION 5, CLAUSE 22L (HERO ACT)**

To see if the Town will vote to accept General Laws Chapter 59, Section 5, Clause 22I, which authorizes an annual increase in the amount of the exemption granted under General Laws Chapter 59, Section 5, Clause 22, Clause 22A, Clause 22B, Clause 22C, Clause 22E and Clause 22F by the percentage increase in the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index (CPI) for the previous year as determined by the Commissioner of Revenue, to be effective for applicable exemptions granted for any fiscal year beginning on or after July 1, 2027; or act in any other manner in relation thereto.

*(Inserted by the Select Board )*

**FUNDS REQUESTED:** Unknown at press time

DESCRIPTION: This article would tie the Town's Veteran Property Tax Exemption limits to inflation as outlined in the Massachusetts HERO Act (Chapter 178 of the Acts of 2024).

**ARTICLE 8** **APPROPRIATE FOR LEXINGTON HIGH SCHOOL**

To see if the Town will vote to appropriate, borrow or transfer from available funds, an amount of money to be expended under the direction of the Permanent Building Committee, for the costs to demolish the existing Lexington High School, and design, construct, originally equip and furnish a new Lexington High School, to be located at 251 Waltham Street, in Lexington, including athletic fields, parking areas and other accessory facilities, as well as the renovation of the existing field house, if the overall appropriation so allows; which school facility shall have an anticipated useful life as an educational facility for the instruction of school children of at least 50 years, and for which the Town may be eligible for a school construction grant from the Massachusetts School Building Authority ("MSBA"). The Town acknowledges that the MSBA's grant program is a non-entitlement, discretionary program based on need, as determined by the MSBA, and any project costs the Town incurs in excess of any grant approved by and received from the MSBA shall be the sole responsibility of the Town. Any grant that the Town may receive from the MSBA for the Project shall not exceed the lesser of (1) 36.95% of eligible, approved project costs, as determined by the MSBA, or (2) the total maximum grant amount determined by the MSBA; or take any other action in relation thereto.

*(Inserted by the Select Board at the request of the School Committee)*

FUNDS REOUESTED: \$647,921,834

DESCRIPTION: The purpose of this article is to fund the design and construction of a new Lexington High School, including equipment, furnishings, parking, accessory facilities, the demolition of the existing buildings, and the replacement of existing athletic fields. This project will be partially reimbursed by the Massachusetts School Building Authority, and will depend on a successful Debt Exclusion referendum. This appropriation is in addition to \$11,825,000 in feasibility and design funds that were previously appropriated, resulting in a total project cost of \$659,746,834.

## ARTICLE 9 HOME RULE LEGISLATION FOR RELEASE OF LAND FROM ARTICLE 97

To see if the Town will vote to:

- 1 Transfer from the Select Board and to the School Committee for school purposes the care, custody, management and control of parcels of land currently containing the Lexington High School Athletic Fields as shown on a sketch plan entitled “\_\_\_\_\_” dated \_\_\_\_\_, on file with the Town Clerk (the “Athletic Field Parcels”), currently held by the Select Board and used for open space and recreation purposes ;

1. Transfer from the School Committee and to the Select Board the care, custody, management and control of parcels of land currently containing the Lexington High School buildings as shown on a sketch plan entitled “\_\_\_\_\_” dated \_\_\_\_\_, on file with the Town Clerk used as the site of the existing Lexington High School and adjoining parking areas currently held by the School Committee; such transfers being undertaken as mitigation for the proposed transfer of the Athletic Field Parcels which are subject to the protections of Article 97 of the Amendments of the Massachusetts Constitution to the School Committee for the siting of the new Lexington High School building, parking areas and other School Facilities; and further,
1. authorize, the Select Board to petition the General Court consistent with the requirements of Article 97 of the Amendments to the Massachusetts Constitution and G.L. c. 3, 5A to enact special legislation to authorize the transfer, conveyance or otherwise dispose of the Athletic Field Parcels currently under the care, custody, management and control of the Select Board to the School Committee for school purposes; or act in any other manner in relation thereto.

*(Inserted by the Select Board)*

FUNDS REQUESTED: Unknown at press time

DESCRIPTION: The purpose of this Article is to allow the new Lexington High School to be built on the Lexington High School athletic fields and allow the parcels of land containing the existing Lexington High School to be transformed into and protected as recreational space. It will also allow the Select Board to petition the General Court for special legislation to permit the transfer of land subject Article 97 of the Amendments of the Massachusetts Constitution.

#### **ARTICLE 10                      AMEND REFERENCE OF NEWSPAPERS TO INCLUDE ELECTRONIC MEDIA**

To see if the Town will vote to amend the Town of Lexington Bylaws Chapter 1 General Provisions and Article II Use and Construction to include a reference to electronic media and remove outdated references; or act in any other manner in relation thereto.

*(Inserted by the Select Board)*

DESCRIPTION: This article is an article to clean up language in the bylaw after 2025 Annual Town Meeting approved a change to include electronic media as a way to advertise.

#### **ARTICLE 11                      CLARIFICATION OF LEXHAB REORGANIZATION**

To see if the town will vote to authorize the Select Board to petition the Massachusetts General Court for legislation amending Chapter 192 of the Acts of 2024, which established the Lexington Housing Assistance Board, Inc. (“LexHAB”) as a separate nonprofit entity, to make changes required by the Internal Revenue Service; and further to authorize the Select Board to approve amendments to said act before its enactment by the General Court that are within the scope of the general objectives of the petition; or act in any other manner in relation thereto.

*(Inserted the Select Board)*

DESCRIPTION: This article will make changes that are required for the Internal Revenue Services for purposes of LexHAB's status as a non profit entity separate from the Town.

And you are directed to serve this warrant not less than fourteen days at least before the time of said meeting, as provided in the Bylaws of the Town.

Hereof fail not and make due return of this warrant, with your doings thereon, to the Town Clerk, on or before the time of said meeting.

Given under our hands this 6th day of October 6, 2025.

Jill I. Hai, Chair

Joseph N. Pato

Douglas M. Lucente

Mark D. Sandeen

Vineeta Kumar

Select Board  
of  
Lexington

A true copy, Attest:  
Constable of Lexington

DRAFT



ATTACHMENT A



***Town of Lexington***

**MODERATOR  
DEBORAH BROWN**

August 26, 2025

DELIVERED BY EMAIL

Dear Select Board Members,

Pursuant to Massachusetts Section 26 of Chapter 22 of the Acts of 2022, as amended by Section 47 of Chapter 2 of the Acts of 2023, I request approval to conduct the proposed 2025 Special Town Meeting-2 as a hybrid meeting. I propose to use a combination of: (1) the Zoom videoconferencing platform, (2) the online voting tool developed by Select Board member Joe Pato, and (3) an online queuing function developed by Select Board member Joe Pato to facilitate the process of debate.

I certify that all components of the system described above have been fully tested and utilized successfully for prior Town Meetings, and I am satisfied that this system enables our meetings to be conducted in substantially the same manner whether a member is participating in person or remotely. I certify that the system for those opting for remote participation (i) allows the moderator, town meeting members, town officials and any other interested members of the public to identify and hear the moderator and each town meeting member who attends and participates in the remote meeting, as well as any other individuals who participate in the meeting; (ii) provides the ability to determine whether a quorum is present; (iii) allows participants to request recognition by the moderator and makes such requests visible to the meeting participants and the public; (iv) allows the moderator to determine when a town meeting member wishes to be recognized to speak, make a motion, or raise a point of order or personal privilege; (v) enables the moderator to recognize a town meeting member, town official or other individual and enable that person to speak; (vi) provides the ability to conduct a roll call or electronically recorded vote; (vii) allows any interested members of the public to access the meeting remotely through LexMedia for purposes of witnessing the deliberations and actions taken at the town meeting; (viii) allows members of the public to participate in debate in-person or through the submission of statements for or against a motion; and (ix) provides for the town meeting to be recorded and available for future viewing. I further confirm that I have consulted with Lexington's Commission on Disability regarding system accessibility.

Sincerely,

Deborah Brown  
Town  
Moderator  
617-512-7901