

OCT 29 2002

9:30 Jan
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City of Newton



David B. Cohen
Mayor

APPLICATION FOR COMMUNITY PRESERVATION FUNDING

Submit to Community Preservation Planner
Newton Planning and Development Department
1000 Commonwealth Avenue, Newton, MA 02459
communitypreservation@ci.newton.ma.us
617-796-1120 ext. 1131

Name of Applicant Newton Conservators and Newton Conservation Commission

Sponsoring Organization, if applicable _____
Mailing Address Box 590011 City Newton State MA Zip 02459

Daytime Phone 617-577-0096 Email ericgreen@tiac.net
(Eric Reenstierna)

Name of Proposal Elgin Street Vacant Lot - Open Space Acquisition

CPA Category (circle all that apply) Open space Historic preservation Recreation Community housing

CPA Funding Requested \$245,000 Total Cost of Proposed Project \$245,000

PROJECT DESCRIPTION: Attach answers to the following questions. Applications will be returned as incomplete if all requested information is not provided. Include supporting materials as necessary.

1. **Goals:** What are the goals of the proposed project?
2. **Community Need:** Why is this project needed?
3. **Community Support:** What is the nature and level of support for this project? Include letters of support.
4. **Timeline:** What is the schedule for project implementation, including a timeline for all critical elements?
5. **Credentials:** How will the experience of the applicant contribute to the success of this project?
6. **Success Factors:** How will the success of this project will be measured? Be as specific as possible.
7. **Budget:** What is the total budget for the project and how will CPA funds be spent? All items of expenditure must be clearly identified. (NOTE: CPA funds may NOT be used for maintenance.)
8. **Other Funding:** What additional funding sources are available, committed, or under consideration? Include commitment letters, if available, and describe any other attempts to secure funding for this project.
9. **Maintenance:** If ongoing maintenance is required for your project, how will it be funded?

ADDITIONAL INFORMATION: Provide the following additional information, as applicable.

10. Documentation that the applicant has control over the site, via Purchase and Sale Agreement or deed.
11. Evidence that the project does not violate any zoning ordinance of the City of Newton.
12. Evidence that the proposed site is free of hazardous materials or that there is a plan for remediation in place.
13. Evidence that appropriate professional standards will be followed if construction, restoration or rehabilitation is proposed.
14. Information indicating how this project can be leveraged or replicated to achieve additional community benefits.

9/11/2002

This is an application for funding for the acquisition of a parcel of land at the end of Elgin Street in Newton Center, for open space. A brief discussion of the circumstances of this proposal is useful as an introduction to application for Community Preservation funds.

Alex Wilmerding is the owner of a house at the end of Elgin Road and of surplus land adjacent to the house. Mr. Wilmerding acquired the entire property in 1999. The property is adjacent to the Cohen Conservation Area.

Mr. Wilmerding's experts researched the potential of the property and advised that the surplus land was capable of division into two buildable lots upon completion of the extension of Elgin Street, a paper street at the surplus land, giving it legal frontage.

In 2001, Mr. Wilmerding made a gift to the Newton Conservation Commission in the form of a Conservation Restriction that limited the use of the surplus land to one lot rather than two. In 2002, Mr. Wilmerding approached members of the Community Preservation Committee with a proposal that he sell the surplus land (now usable as only one lot) to the City, for \$235,000. (The actual value of the land, as estimated by the appraisal for Mr. Wilmerding, in December, 2001, was \$415,000. This number represents the appraiser's estimate of the value of the land as a "stand-alone" lot. It does not measure the change in the value of the Wilmerding holding that results from removal of this land from the holding and dedication of the land as open space.) The members suggested that the Newton Conservators serve as agent for the transfer and co-sponsor the proposal for funding of this acquisition with the Newton Conservation Commission. The parties (Alex Wilmerding, the Newton Conservators, and the Newton Conservation Commission) agreed to this arrangement.

Mr. Wilmerding's attorney drafted an Option to Purchase, with the Newton Conservators named as the grantee. The Conservators indicated to Mr. Wilmerding that their intention was to assign the option to the City of Newton once CP funds were approved. The Conservators and their attorney reviewed the Option and found it acceptable. The Conservators' President signed the option, giving control of the property to the Conservators during the option period.

The amount sought here is \$245,000, consisting of the \$235,000 purchase price to be paid for the property and \$10,000 for incidental expenses of the Conservators potentially involved in the transfer (recording fees, 21E study, independent survey advice, if required). Any portion of the \$10,000 not required for these purposes is to be returned to the CP Fund.

The option may be exercised at any time until March 31, 2003, allowing that amount of time for consideration by the CPC and the Newton Board of Aldermen and for delays in availability of the funds. The deed is to be transferred within 70 days of the date of exercise of the option (and no later than June 9, 2003). The City will receive fee simple title to the property. The Newton Conservators will receive a Conservation Restriction, further protecting the land as open space. Mr. Wilmerding has requested that the funds

for the acquisition be derived specifically from funds for open space acquisitions rather than for other purposes.

1. Goals – The goal of this project is for the City of Newton to acquire a parcel of 30,514 square feet of open space that is adjacent to the Charles Cohen Conservation Area and the Webster Conservation Area, between Elgin Road and Hammond Pond Parkway. A further goal is to provide additional protection for the parcel as open space, through the grant of a Conservation Restriction on the same parcel to the Newton Conservators.

2. Community Need – Newton is in need of protection of open space, as discussed in the Community Preservation Plan. The Plan's Open Space section cites a need to "expand existing open spaces" and "protect wetlands." This land is adjacent to the Cohen Conservation Area and the Webster Conservation Area, which together total 111 acres and provide a major open space at the center of the city. The land is wooded, with growth similar to that at the adjacent city-owned open spaces. Acquisition protects and expands the open space. About half the property is wetland adjacent to an intermittent brook. The acquisition will further protect these wetlands.

Further, it is useful to consider the alternative. If the land were sold for development (a course available to the land owner if this acquisition does not take place), a house would be sited on the buildable area, at the highest portion of this parcel. The house would be visible from a large area of the surrounding open space, which is lower ground. The seclusion of the existing City-owned open space would be substantially diminished. Acquisition provides protection of the larger open space.

3. Community Support – This acquisition is supported and sponsored by the Board of Directors of the Newton Conservators, with a membership of more than 300. It is supported and sponsored by the city's seven-member Conservation Commission. The *Newton Tab* ran a favorable article on the 2001 acquisition of the Conservation Restriction affecting part of this land.

4. Timeline – The sponsors have until March 31, 2003 to notify the property owner of their intention to exercise the option. The sponsors have until June 9, 2003 to make payment and take title.

5. Credentials – The Newton Conservation Commission manages 255 acres, including 111 acres in the adjacent Cohen and Webster Conservation Areas. Management of open space at these locations is relatively low-cost. The city provides a budget that allows for maintenance. It is necessary to monitor the land for illegal dumping, filling, cutting of vegetation, and encroachment. Posts at the dead end of Elgin Street (the paved surface of which does not reach this property) limit the potential for illegal dumping. The Newton Conservators manage other open space as well. The Conservators' Conservation Restriction will require monitoring and will provide attention to this property, as well.

6. Success Factors – Success will be measured by the acquisition itself. No further action is required to achieve success in the protection of open space. In the future, success may

be measured in terms of monitoring of this property for illegal cutting of vegetation, dumping, etc., and in terms of the taking of measures against any such illegal acts.

7. Budget – The budget sought here is \$245,000, as follows:

Acquisition	\$235,000.
Boundary Markers	300.
Closing Cost Allowance*	<u>9,700.</u>
	\$245,000.

* title examination, recording fee, 21E, independent survey, legal

8. Other Funding – No other funding is likely available. The cost of application to the state for Self-Help Funds is high (involving appraisal and other costs), and the likelihood of achieving funding is relatively low. The city's ordinary budget has been able to fund only limited open space acquisition in the past 15 years.

9. Maintenance – As discussed above, maintenance costs are minimal, maintenance will be by the Conservation Commission and the Conservators.

10. See attached Option Agreement.

11. Use as open space is allowed under the zoning ordinance. Use as open space does not violate other ordinances or laws, such as the Wetlands Protection Act, the Rivers Act, flood plain ordinances, or historic district ordinances.

12. The site has existed as open space throughout its recent history and was likely farm land previously. Neither use is a likely source of contamination. The sponsors will secure documentation of environmental conditions before actual exercise of the option.

13. Not applicable.

14. This project can be replicated in the acquisition of other privately-owned open space by the sponsors (Conservation Commission and Conservators) at other locations. Other acquisitions potentially have similar community benefits.

Attached to this application are several exhibits, as follows.

1. Location Plans
2. Aerial View
3. Assessor's Plan

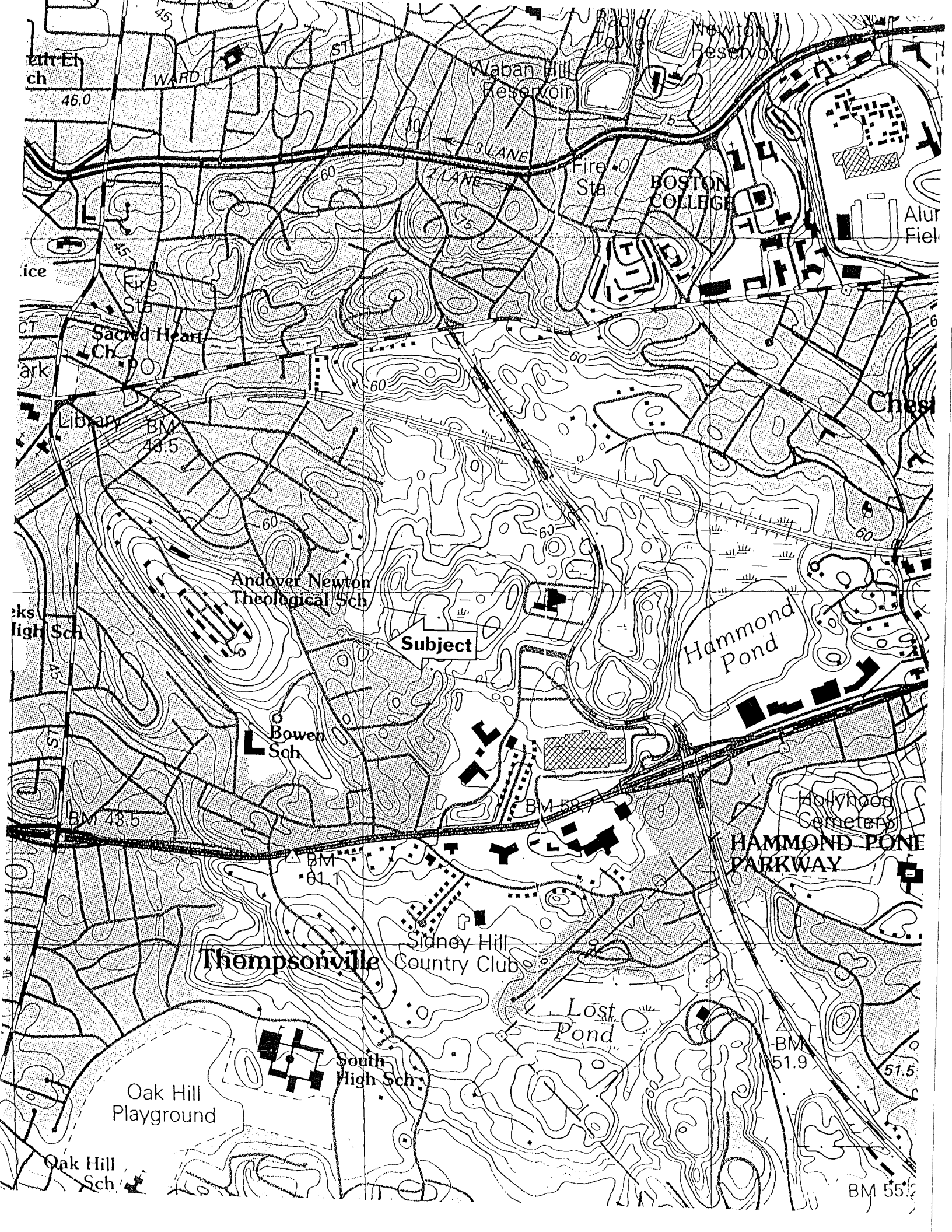


Subject

NEWTON

BROOKLINE

Pages 51 & 59



Waban Hill Reservoir

WARD

Waban Hill Reservoir

BOSTON COLLEGE

Alum Field

Sacred Heart CH

Andover Newton Theological Sch

Subject

Hammond Pond

Bowen Sch

Holyhood Cemetery

HAMMOND POND PARKWAY

Thompsonville

Stanley Hill Country Club

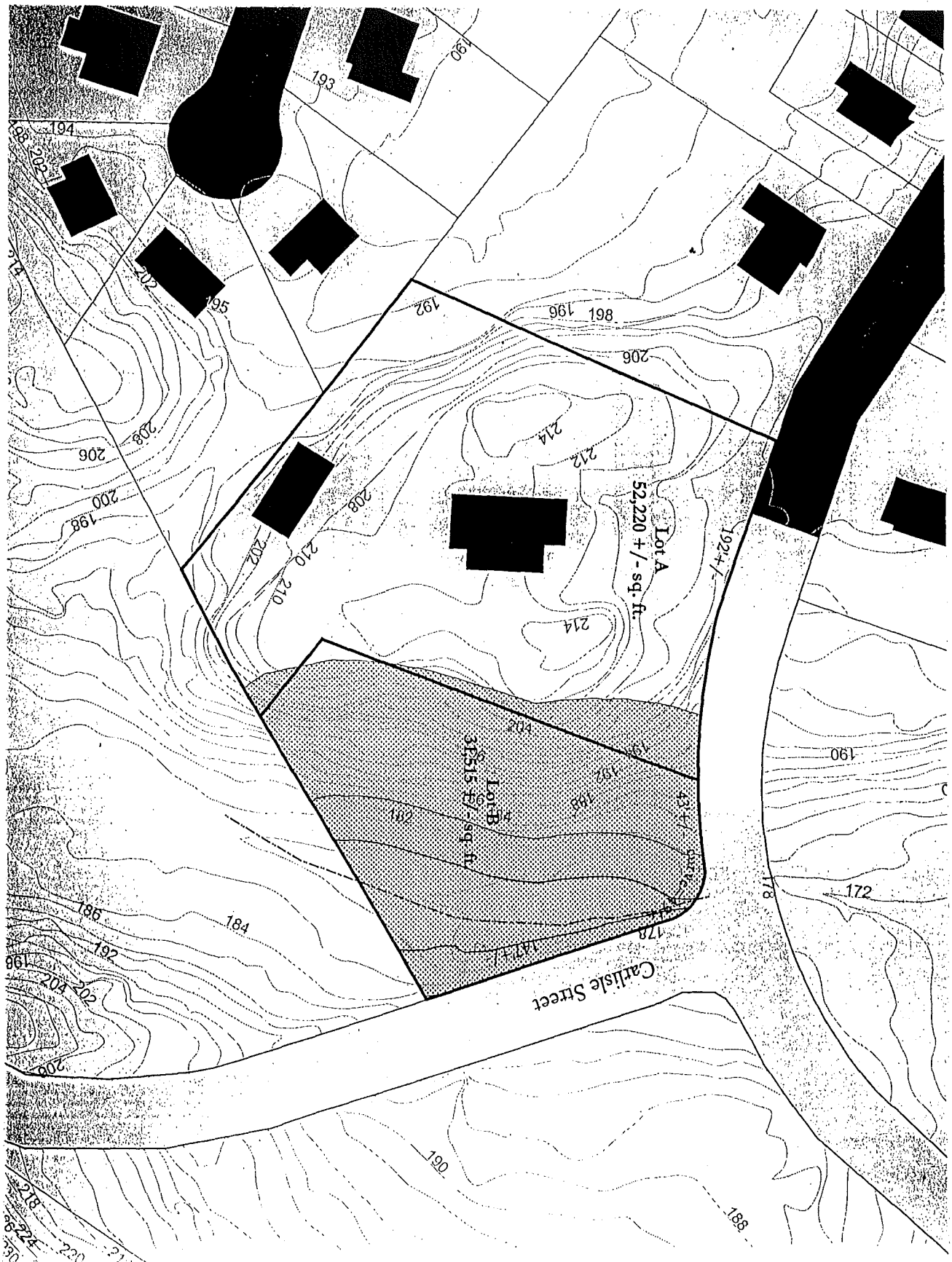
Lost Pond

South High Sch

Oak Hill Playground

Oak Hill Sch

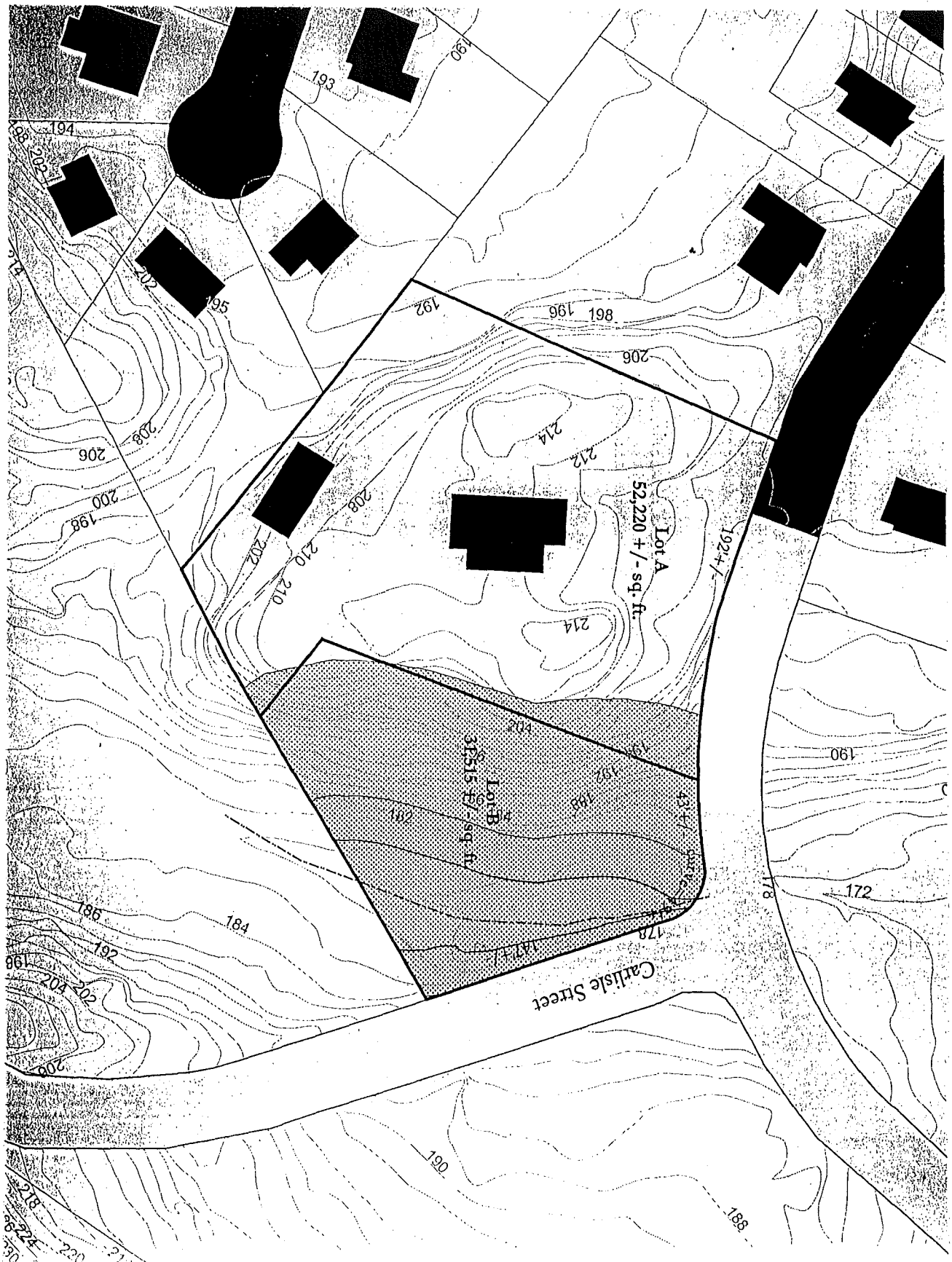
BM 55.5



Lot A
52,220 +/- sq. ft.

Lot B
32,515 +/- sq. ft.

Carlisle Street





Lot A
52,220 +/- sq. ft.

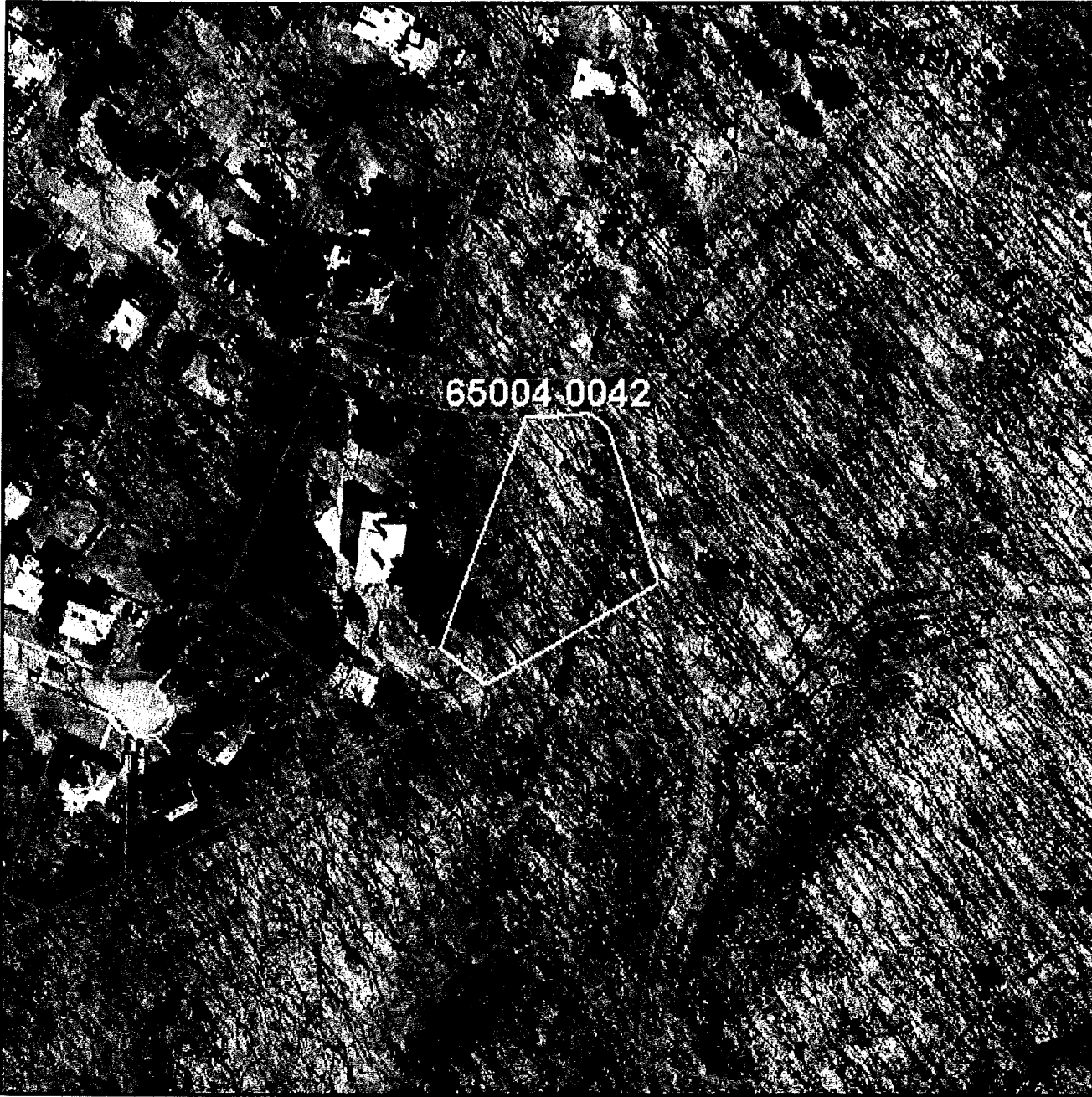
Lot B
32,515 +/- sq. ft.

Carlisle Street

Click the Print button to print this map.

Click the X at the upper right corner of this window to exit.

Zoom in   out Aerial Photo



<p>Assessor's Map For: WILMERDING ALEXANDER ELGIN ST Neighborhood: 2D</p>	<p>Map for Reference Only NOT A LEGAL DOCUMENT</p> <p>Because of different update schedules, current property assessments may not reflect recent changes to property boundaries. Check with the Board of Assessors to confirm boundaries used at time of assessment.</p>	<p>CITY OF NEWTON MASSACHUSETTS ASSESSING DEPARTMENT 1000 COMMONWEALTH AVE. NEWTON CENTRE, MA 02459 PHONE: 617-552-7065</p> <p>10/28/02</p>
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Option to Purchase

This Option to Purchase (the "Option to Purchase") is between **Alexander Wilmerding** of 180 Elgin Street, Newton, Massachusetts 02459 (hereinafter GRANTOR) and **Newton Conservators, Inc.** a publicly supported non-profit charitable corporation organized, in good standing and qualified to do business under the laws of the Commonwealth of Massachusetts with an address of P. O. Box 590011, Newton, Massachusetts 02459, (hereinafter GRANTEE).

1. GRANT: In consideration of ten dollars (\$10.00) and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, and the agreements contained in this Option to Purchase, GRANTOR hereby offers and the GRANTEE hereby accepts this Option to Purchase certain property of GRANTOR located in Newton, Massachusetts, described in Exhibit A (hereinafter, the Premises), incorporated herein as a part of this Option to Purchase, according to the terms and conditions set forth herein.
2. OPTION PERIOD: This Option to Purchase shall run from the date of execution of this agreement until midnight, March 31, 2003, unless extended beyond such date by GRANTEE'S exercise of this Option to Purchase in accordance with paragraph 4 hereof, in which event the terms of this Option to Purchase shall extend until the closing as set out in paragraph 5 hereof.
3. PURCHASE PRICE: The purchase price to be paid by the GRANTEE for the Premises is two hundred thirty five thousand dollars (\$235,000) and no/100 (the "Purchase Price").
4. EXERCISE OF OPTION: This Option to Purchase shall be exercised by GRANTEE'S delivering written notice of such exercise to GRANTOR at the address and in the format stated below in paragraph 14 ("NOTICES") no later than midnight, March 31, 2003.
5. CLOSING: The closing and payment of the Purchase Price by GRANTEE to GRANTOR shall take place at 10:00 a.m. no later than the day that corresponds with the seventieth (70th) day following GRANTEE'S delivery of exercise of option, or June 9, 2003, whichever occurs first, at a location to be determined by the GRANTEE and GRANTOR.
6. BARGAIN SALE. The Parties hereto acknowledge that (i) the current fair market value of the Premises exceeds GRANTEE'S purchase price and therefore (ii) GRANTOR wishes to effectuate the transaction contemplated by this Option to Purchase as a bargain sale, so-called (part sale, part charitable donation) as defined at Internal Revenue Code Section 1011(b), as amended, and the regulations thereunder. In this regard, after Closing at GRANTOR'S request and at no cost to GRANTEE, GRANTEE agrees to take all actions reasonably requested by GRANTOR to acknowledge the charitable donation, including acknowledgment of the donation on GRANTOR'S federal Form 8283 and issuance to GRANTOR of a gift acknowledgment letter. If GRANTEE incurs any expense with respect to the fulfillment of the provisions of this paragraph, GRANTOR agrees to reimburse GRANTEE for its reasonable expenses.
7. BINDING EFFECT: This Option to Purchase and any resulting agreement shall be binding on the heirs, legal representatives, successors and assigns of the GRANTOR and the GRANTEE.

8. TITLE: Said Premises are to be conveyed by a good and sufficient Quitclaim deed running to the GRANTEE; 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; GRANTOR shall be responsible for taxes until delivery of the Deed.
- (c) Any liens for municipal betterments assessed after the date of this Option to Purchase;
- (d) The Conservation Restriction of Alexander Wilmerding to the City of Newton, effective December 19, 2001, and recorded in the Middlesex South District Registry of Deeds at Book 34362, Page 068 (the "Conservation Restriction"); and
- (e) Other easements, restrictions and reservations of record acceptable to GRANTEE in the fulfillment of GRANTEE'S charitable purposes.

The deed shall include a non-merger provision to the effect that no assignment, transfer or other conveyance of the Premises shall cause an extinguishment of the Conservation Restriction described above by the doctrine of merger and to the effect that if the Premises are ever conveyed to the City of Newton or any branch or entity thereof that the City of Newton will simultaneously with, or as promptly as practicable after such conveyance assign of record its Grantee interest in the Conservation Restriction to another holder qualified under said section 170(h) and Chapter 184, sections 31- 33.

Further, either by amendment of the current Conservation Restriction prior to Closing hereunder or by reservation of rights in the deed of conveyance hereunder, those limited vista pruning rights reserved under the Conservation Restriction, which rights are to be exercised no more often than once every three years, shall be applied to the entirety of the Premises for the benefit of, and to be exercised by, the owner of the adjacent property known and designated as "Lot A" as described in the Conservation Restriction.

9. POSSESSION AND CONDITION OF PREMISES. Full possession of said Premises, free of all tenants and occupants, except as herein provided, is to be delivered at the time of the delivery of the deed, said Premises to be then in the same condition as they now are, reasonable use and wear thereof excepted, and except as follows: GRANTOR will prior to the delivery of the deed cause a survey of the Premises to be completed, such survey inter alia to establish the bounds between the "Conservation Area" and the "Limited Building Site" as described in the Conservation Restriction, and to effect a one-time boundary adjustment permitted under the Conservation Restriction between the Premises and adjacent property identified as "Lot A" in the Conservation Restriction. Such boundary adjustment will apportion approximately 1,000 square feet from the Premises to Lot A and reduce the size of the Premises as described in Exhibit A from approximately 31,514.50 square feet to approximately 30,514.50 square feet. Exhibit B

delineates the approximate lot lines of the Premises further to this lot-line adjustment. Exhibit C delineates the approximate lot lines of the Premises prior to this lot-line adjustment. A definitive plan delineating the lot lines of the Premises as outlined in Exhibit B and suitable for recording will be prepared at GRANTOR'S expense by a registered surveyor prior to closing. See also paragraph 17 hereof. The GRANTEE shall be entitled to an inspection of said Premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause. Notwithstanding anything contained herein to the contrary, because the GRANTEE has not conducted a hazardous waste study, GRANTEE or its assignee will not be required to accept a Deed if there are found any hazardous waste on the property.

10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM. If the GRANTOR shall be unable to give title or to make conveyance, or to deliver possession of the Premises, or if at the time of the delivery of the deed the Premises do not conform with the provisions hereof, then the GRANTOR shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said Premises conform to the provisions hereof, as the case may be, in which event the GRANTOR shall give written notice thereof to the GRANTEE at or before the time for delivery of the deed (Closing) hereunder, and thereupon the time for delivery shall be extended for a period of thirty (30) days. Irrespective of the above, GRANTOR is not required to expend any sums in such efforts.

11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, ETC. If at the expiration of the extended time the GRANTOR shall have failed so to remove any defects in title, deliver possession or make the Premises conform, as the case may be, all as herein agreed, then any payments made under this Option to Purchase shall be forthwith refunded and all other obligations of all parties hereto shall cease and this Option to Purchase and resulting agreement shall be void without recourse to the parties hereto.

12. BUYER'S ELECTION TO ACCEPT TITLE: GRANTEE, in its sole discretion, shall have the election at either the original or any extended time of closing, to accept such title as GRANTOR can deliver in such title's then condition and to pay the purchase price to GRANTOR without deduction, in which case, the GRANTOR shall convey such title.

13. IN GENERAL: This Option to Purchase shall be deemed a Massachusetts contract. This Option to Purchase sets forth the entire contract between the parties and may be canceled, modified or amended only by a written instrument executed by GRANTOR and GRANTEE. THIS OPTION TO PURCHASE CONTAINS ALL OF THE TERMS AND CONDITIONS OF THIS SALE. It is agreed that any oral representation made by either party prior to the signing of this Option to Purchase is null and void and that there is no reliance thereon.

14. NOTICES: Any notice to be given to the parties shall be in writing and either hand delivered or delivered by certified or registered mail, return receipt requested, or by fax with confirmed receipt and addressed to:

GRANTOR: Alexander Wilmerding
180 Elgin Street
Newton, MA 02459
Fax no. 617-558-9862

GRANTEE: Newton Conservators, Inc.
P. O. Box 590011
Newton, MA 02459
Attn: Eric Reenstierna
Fax no. 617-577-0196

Copies shall be sent to Grantor's Attorney: Stefan Nagel, Esq.
Law Office of Stephen J. Small, Esq., P. C.
75 Federal Street, Suite 1100
Boston, MA 02110
Fax no. 617-357-1857

Grantee's Attorney: William H. Shaevel
Shaevel & Krems
141 Tremont Street
Boston, MA 02111
Fax no. 617-556-0284

Notices shall be deemed delivered when such notice has been postmarked or when so hand delivered.

15. MISCELLANEOUS TITLE EXAMINATION, CLOSING EXPENSES AND RECORDING COSTS. GRANTOR will pay the documentary stamp tax, if any, due upon the conveyance of the Premises. GRANTEE will pay any title examination fees and expenses, all costs of closing, recording fees and any similar charge due upon conveyance of the Premises.

16. RIGHT OF ENTRY AND INSPECTION. GRANTEE and its agents, representatives and assigns shall have the right to enter upon the Premises at reasonable times upon prior reasonable notice to GRANTOR for any reasonable purpose related to this transaction.

17. GRANTOR'S CONTINGENCY. GRANTOR will deliver the deed hereunder, having adjusted the boundary between the Premises and "Lot A" as described in the Conservation Restriction and in accordance with paragraph 9 hereof so as to effect boundaries as delineated in Exhibit B. In the event such boundary adjustment requires the approval by the City of Newton, which approval is not provided by the City of Newton prior to the Closing hereunder, extended as necessary in accordance with paragraph 10 hereof, then at GRANTOR'S option any payments made under this Option to Purchase shall be forthwith refunded and all other obligations of all parties hereto shall cease and this Option to Purchase and resulting agreement shall be void without recourse to the parties hereto.

18. ASSIGNMENT. This Option to Purchase may not be assigned by GRANTEE except in strict conformance with the provisions of this paragraph, failing which such attempted assignment shall be deemed null and void and not binding on GRANTOR. This Option to Purchase may be assigned only upon prior written approval of GRANTOR. Assignment may occur prior to or following exercise of this Option to Purchase. Assignment may be made only to the City of Newton, a branch or entity thereof, or to another organization qualified as a publicly supported charity in accordance

with Sections 501(c)(3) and 170(b)(1)(v) or (vi), 509(a)(1), 509(a)(2) or 509(a)(3) of said Internal Revenue Code whose primary purposes include the preservation and conservation of land (not including recreation land) for the benefit of the public. At the time of any proposed assignment of this Option to Purchase, GRANTEE shall provide notice in writing to GRANTOR of such proposed assignment with a copy of the proposed assignment document. As conditions precedent to assignment, the following must occur: (i) the assignment document must be signed and acknowledged by the GRANTEE and the assignee of such assignment; (ii) the assignment document shall include terms to the effect that the assignee assumes all obligations of GRANTEE hereunder, including the obligations under this paragraph; and (iii) the assignment document shall include the following provision: "Neither this assignment, nor any transfer or other conveyance of the Premises shall cause an extinguishment of the Conservation Restriction of Alexander Wilmerding to the City of Newton, effective December 19, 2001, and recorded in the Middlesex South District Registry of Deeds at Book 34362, Page 068 by the doctrine of merger. As an obligation of assignee (including any subsequent assignee), assignee agrees that if the Premises are ever conveyed to the City of Newton or any branch or entity thereof, then the City of Newton will simultaneously with or as promptly as practicable after such conveyance assign of record its Grantee interest in the Conservation Restriction to another holder qualified under section 170(h) of the Internal Revenue Code of 1986, as amended, and M.G.L. Chapter 184, sections 31- 33."

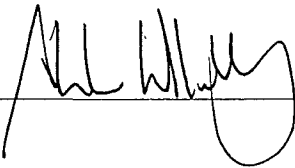
19. NO LIABILITY. If the Newton Conservators, Inc. (Conservators) does not exercise this Option to Purchase or does assign this Option to Purchase in conformance with paragraph 18 of this Option to Purchase to the City of Newton, then the Conservators will not have any liability for any costs or damages suffered by the GRANTOR.

20. AUTHORITY OF LEGAL COUNSEL. Legal Counsel for the parties or assignee will have the authority to agree to and exercise extensions of time under this Option to Purchase.

EXECUTED as a sealed instrument on October 23, 2002 .

GRANTOR
Alexander Wilmerding

GRANTEE
Newton Conservators, Inc.



By: Jung Caldwell Stair
Its: President

(Exhibit A Follows on Next Page)

EXHIBIT A
OPTION TO PURCHASE
OF
ALEXANDER WILMERDING
WITH
NEWTON CONSERVATORS, INC.

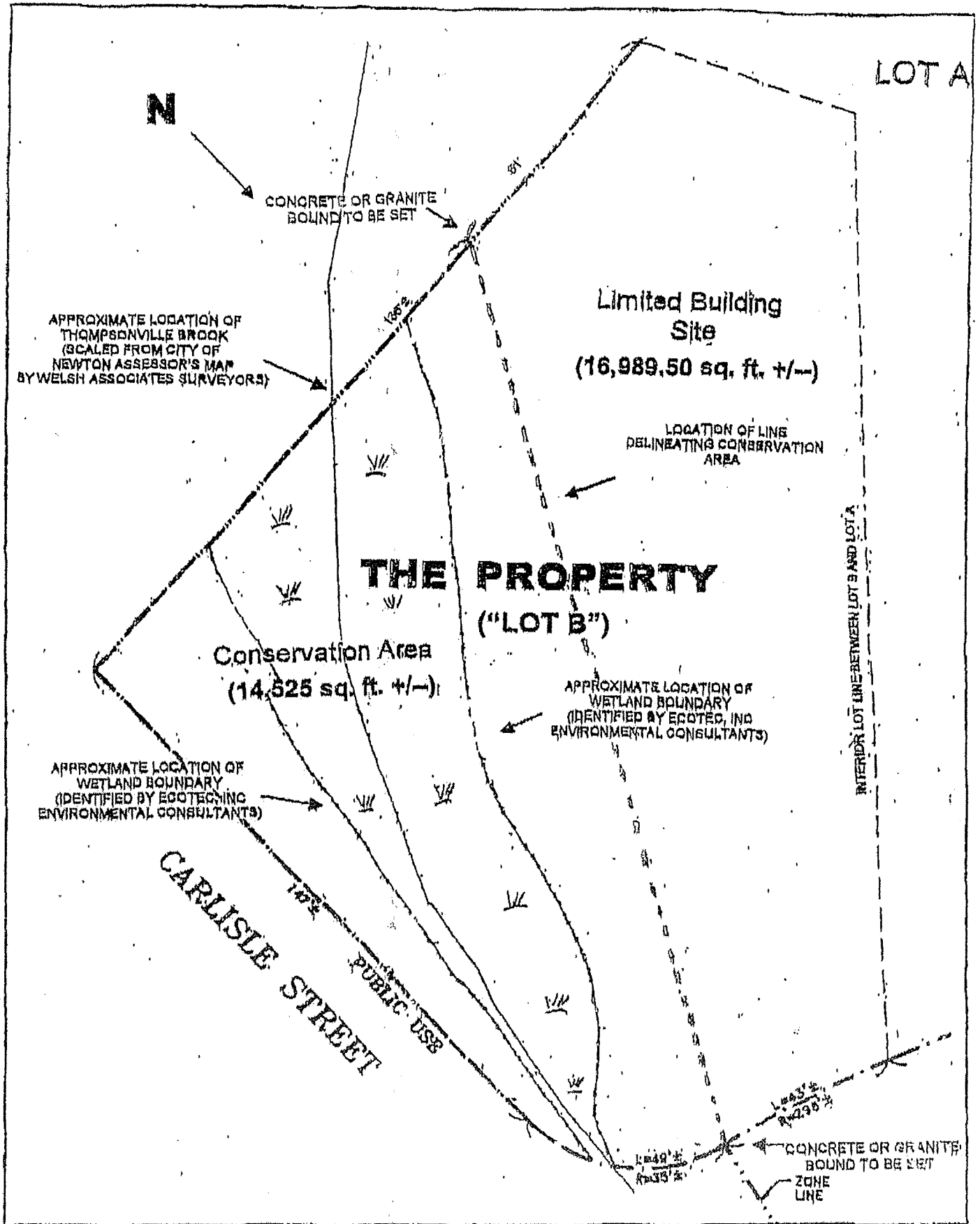
LEGAL DESCRIPTION

Being a portion of the lands and premises described in the deed dated February 12, 1999, of Jeanne C. Upham and Roland Upham, Trustees, to the Grantor herein, recorded with the Middlesex South District Registry of Deeds at Book 29791, Page 487 on February 12, 1999, and being more particularly described as follows:

All of that land shown as Lot B of 31,514.50 square feet on a plan entitled "Subdivision of Land In Newton, Belonging to Stephen A. Stone", dated September, 1971, Avis Airmap Project # 619, Scale 1" = 50 ft., recorded with the Middlesex South Registry of Deeds as Plan 1445 of 1971, a copy of which appears at Book 12129, Page 192 of said Registry.

For title, see deed dated February 12, 1999, of Jeanne C. Upham and Roland Upham, Trustees, to the Grantor herein, recorded with the Middlesex South District Registry of Deeds at Book 29791, Page 487 on February 12, 1999, of which the above described Property is a portion.

(Exhibits B and C Follow on the Next Two Pages)



LOT A

N

CONCRETE OR GRANITE BOUND TO BE SET

APPROXIMATE LOCATION OF THOMPSONVILLE BROOK (SCALED FROM CITY OF NEWTON ASSESSOR'S MAP BY WELSH ASSOCIATED SURVEYORS)

Limited Building Site (15,989.50 sq. ft. +/-)

LOCATION OF LINE DELINEATING CONSERVATION AREA

THE PROPERTY ("LOT B")

Conservation Area (14,525 sq. ft. +/-)

APPROXIMATE LOCATION OF WETLAND BOUNDARY (IDENTIFIED BY ECOTEC, INC ENVIRONMENTAL CONSULTANTS)

APPROXIMATE LOCATION OF WETLAND BOUNDARY (IDENTIFIED BY ECOTEC, INC ENVIRONMENTAL CONSULTANTS)

INTERIOR LOT LINE BETWEEN LOT B AND LOT A

CARLISTE STREET

PUBLIC USE

34' +/-
243' +/-
R = 298'

CONCRETE OR GRANITE BOUND TO BE SET
ZONE LINE

