



SETTI D. WARREN
MAYOR

City of Newton, Massachusetts
Office of the Mayor

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To: Alderman Leonard Gentile, Chairman, Finance Committee
Members of the Honorable Board of Aldermen
From: Maureen Lemieux, Chief Financial Officer
Subject: Zervas School Project
Date: August 29, 2014

RECEIVED
NEWTON CITY CLERK
2014 AUG 29 PM 4:36
DAVID A. CLARK, CLERK
NEWTON, MA 02459

As you know, the Zervas School Building Committee, Design Review Committee, Owners' Project Manager, and Architect have spent a considerable amount of effort to determine how best to site the new Zervas School on Beethoven Street. After extensive, thoughtful analysis all four of the aforementioned teams have concluded that it would be in the City's best interest to acquire the three abutting residential properties located at 1338 Beacon Street, 1330 Beacon Street, and 1316 Beacon Street.

As you may know, the City has three different ways in which it is able to acquire property. First, we can enter into a purchase and sale agreement with a property owner. In that case, by statute we are authorized to pay 25% above the most recent 3 year average of assessed value. Second, we can enter into an agreement for a "friendly" eminent domain proceeding. In this instance, we must secure an appraisal for the fair market value of the property's highest and best use. MWRA uses this method often and has a policy of adding 10% to the appraised value. Third, and least desirable for most municipalities is an "unfriendly" eminent domain proceeding.

As you will see, each property owner is at a different point in their lives and consequently, we approached the acquisition of each property in different ways. We have tried to be sensitive to the needs of these homeowners, as they have each been extremely cooperative with us.

In preparation for the Committee of the Whole discussion on Tuesday evening I am enclosing the following information:

1. 1338 Beacon Street

The owner of 1338 Beacon Street has already purchased another home in Newton Centre. They did not want to have a formal appraisal done of their home, and elected to go with a Purchase and Sale Agreement. The assessed value of their home was \$581,000 for each of the past 3 years. At the time of the offer, the FY15 estimated value of 1338 Beacon Street

1000 Commonwealth Avenue Newton, Massachusetts 02459

www.newtonma.gov



DEDICATED TO COMMUNITY EXCELLENCE

was \$622,000. Because the assessed value had not been updated, and we know that the economy has been improving, we took the liberty of assuming that the value of this property for FY14 was probably midway between the FY13 and FY15 values. Therefore, we used an average value of \$600,000. As a result, the City's purchase price offer to this property owner is \$750,416.26. In addition to the purchase price of the home, the owner is entitled to the following:

- Documented reasonable and necessary moving expenses,
- \$15,000 toward replacement housing,
- Actual costs for early termination of home equity credit line, not to exceed \$350,
- Actual additional finance costs from September 16, 2014 to the Closing Date, and
- Reimbursement for real estate taxes which accrue from September 16, 2014 to the Closing Date.

Therefore, we are requesting an amount not to exceed \$785,000 for the property at 1338 Beacon Street, Newton, MA.

2. 1330 Beacon Street

The owner of 1330 Beacon Street has resided in her home for more than 38 years. She had no expectation or intention of leaving her home, however, is willing to allow the City to purchase her property, knowing that it is in the best interest of the City. This homeowner wanted to have an appraisal and enter into a "friendly" taking. The City secured two written appraisals, as did the homeowner. The values were as follows:

- \$750,000 – City written appraisal,
- \$855,000 – City written appraisal,
- \$860,000 – Homeowner written appraisal,
- \$885,000 – Homeowner verbal appraisal.

In this negotiation, we decided to "throw out" the high and the low appraisals. Because the other two appraisals were so close, we agreed to use the homeowner's appraisal. Following the policy of the MWRA, we then offered 10% above the appraisal, or \$946,000 as the purchase price.

In addition to the purchase price of the home, the owner is entitled to the following:

- Documented reasonable and necessary moving expenses. This item is capped at \$24,000,
- Documented, reasonable costs of assistance to organize for the move, capped at \$10,000, and
- Replacement housing costs, capped at \$15,000.

Therefore, we are requesting an amount not to exceed \$995,000 for the property at 1330 Beacon Street, Newton, MA.

3. **1316 Beacon Street**

Currently, 1316 Beacon Street is bank owned, and is actually a more complicated situation. This property has been valued at \$474,300 for the past 3 years. After several conversations with the bank we have determined that we would offer up to \$590,000 for the property and have presented the following offer:

- \$522,000 to the bank - \$507,000 for the bank's interest in the property, and \$15,000 for the prior homeowner,
- \$53,000 to the prior homeowner (the difference between \$522K and \$575K) to release all claims against the bank contesting the taking.
- Further, we have offered the prior homeowner a "moveout incentive" of \$15,000 if she vacates the property by October 31, 2014.

Therefore, we are requesting an amount not to exceed \$590,000 for the property at 1316 Beacon Street, Newton, MA.

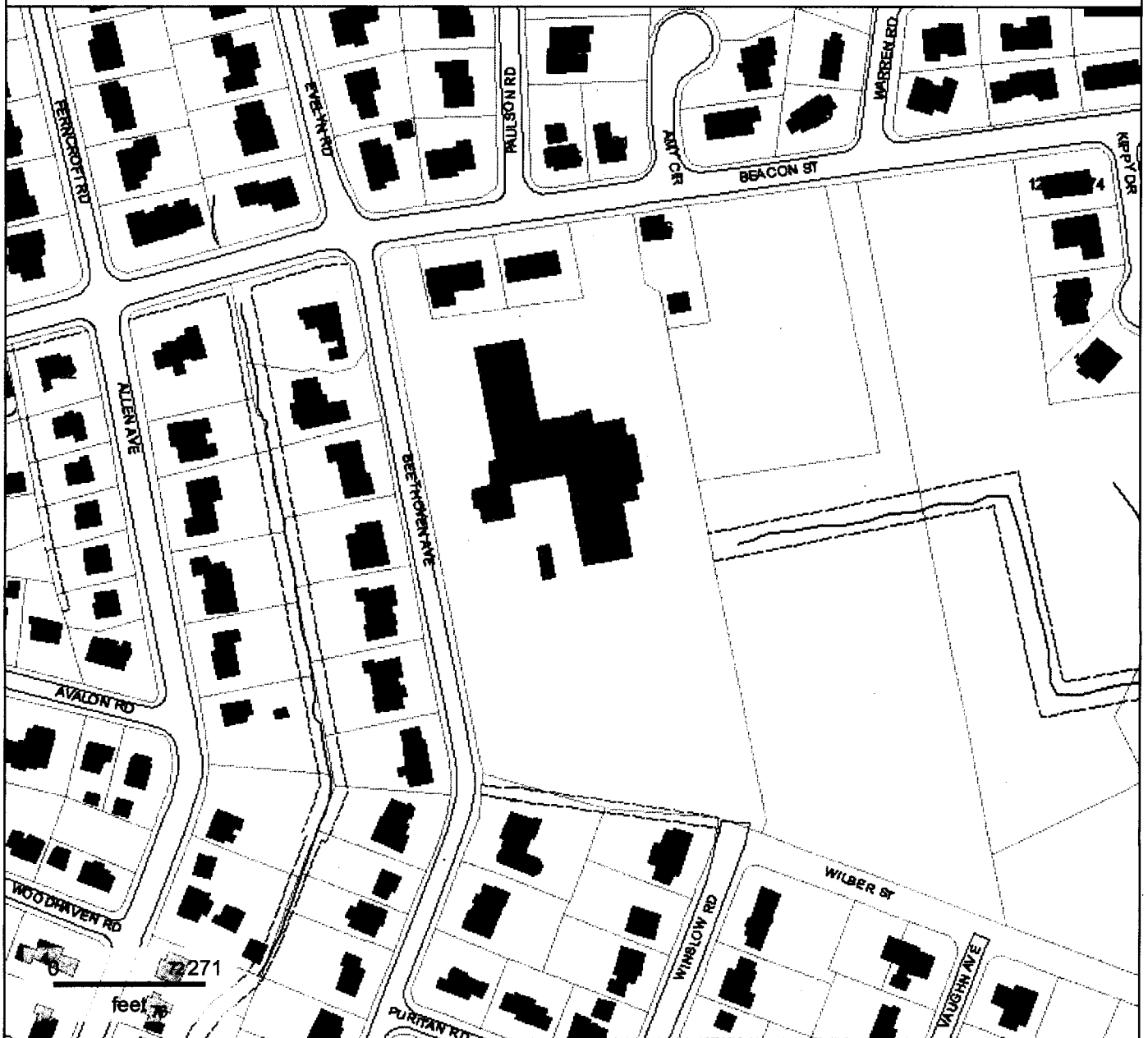
Additionally, the City will incur costs to record the deeds, etc. and therefore, we are requesting that the Honorable Board authorize an expenditure of up to \$30,000 for these fees and any unforeseen expenditures.

The total request for the City of Newton to acquire the properties located at 1338 Beacon Street, 1330 Beacon Street, and 1316 Beacon Street is \$2,400,000.

We will have staff, the architect, OPM, and working group members present at the Committee of the Whole meeting on Tuesday evening to present all of this information and to answer questions.

Attachments

City of Newton

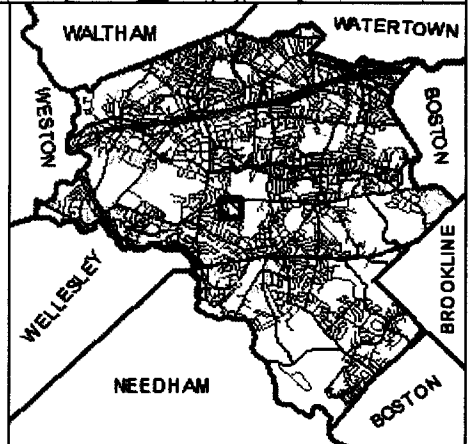


Property ID: 54013 0003
 Address: 30 BEETHOVEN AVE
 Owner: CITY OF NEWTON



MAP FOR REFERENCE ONLY
 NOT A LEGAL DOCUMENT

Because of different update schedules, current property assessments may not reflect recent changes to property boundaries. Check with the Assessors' Office to confirm boundaries uses at the time of assessment.



DRAFT

CITY OF NEWTON
IN BOARD OF ALDERMEN

September 2, 2014

ORDERED:

That, in accordance with the recommendation of the Finance Committee through its Chairman Leonard J. Gentile, that the transfer of funds in the amount of Thirty Thousand Dollars (\$30,000) from the Capital Stabilization Fund – 2013 Override Projects to the Zervas Land Taking Account for the purpose of funding costs associated with the acquisition of 1316 Beacon Street, 1330 Beacon Street, and 1338 Beacon Street by the City for school purposes be and is hereby approved as follows:

FROM:	Capital Stabilization Fund 2013 Override Project (39H104-593032C2).....	\$30,000
TO:	Zervas Land Taking (32C2A15-5810).....	\$30,000

Under Suspension of Rules
Readings Waived and Approved

(SGD) DAVID A. OLSON
City Clerk

(SGD) SETTI D. WARREN
Mayor

Date: _____

8/29/2014

City of Newton

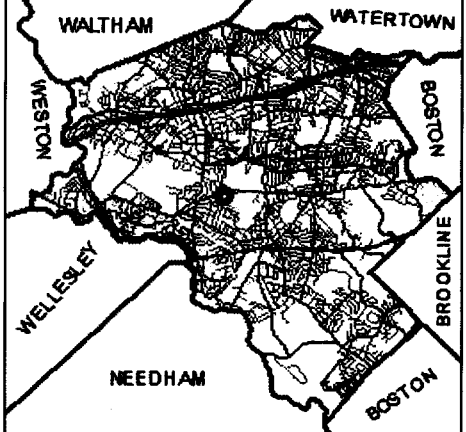


Property ID: 54013 0001
Address: 1338 BEACON ST
Owner: AARONSON JUDITH



MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT

Because of different update schedules, current property assessments may not reflect recent changes to property boundaries. Check with the Assessors' Office to confirm boundaries uses at the time of assessment.



54013 0001

1338 BEACON ST

54013 0001

Property SBL 54013 0001
 Property Address 1338 BEACON ST
 Land Use * 101
 Land Use Descr * SINGLE FAMILY

Tax Bill Number 2500193
 Zoning ** SR2
 Map ID 086SE
 Neighborhood 6A

Sale Date 10/1/2000
 Sale Price \$513,000
 Legal Reference 031901/0313
 Current Owner
 AARONSON JUDITH
 THUMIN DANIEL

Prior Sale Date
 Prior Sale Price
 Prior Legal Reference
 Prior Owner

1338 BEACON ST
 WABAN, MA 02468

Residential Information

Style	Ranch	Rooms	8	Finished Attic Area	
Story Height	1	Bedrooms	3	Unfinished Attic Area	
Year Built	1953	Baths	2	Basement Area	2,231 sq ft
Exterior Walls	Brick Veneer	Half Baths	1	Finished Basement Area	
Masonry/Trim	None	Heat Type	Hot Wtr Radiat	Recent Field Visit	9/24/2004
Foundation	Concrete	Fuel Type	Gas	Prior Field Visit	7/28/2000
Roof Type	Hip	Air Conditioning	Central		
Roof Material	Asphalt Shingl	Fireplaces	2		
Attached Garage		Kitchen Quality	Average		
Carport Area		Bath Quality	Average		
Deck Area	252 sq ft	Interior Condition	Average		
Porch Area	20 sq ft	House Size	2,231 sq ft		
Enclosed Porch					
Basement Garage					

Assessment History

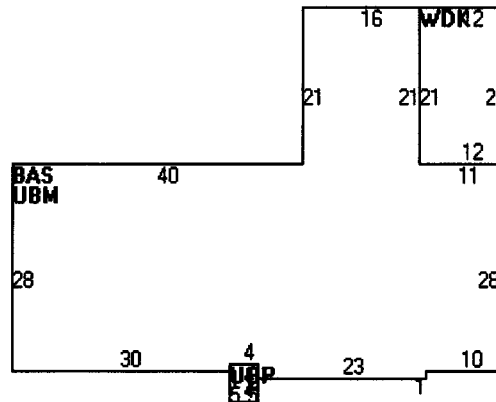
FY 2014	\$581,000
FY 2013	\$581,000
FY 2012	\$581,000
FY 2011	\$581,000
FY 2010	\$592,900
FY 2009	\$605,000
FY 2008	\$605,000
FY 2007	\$640,200
FY 2006	\$621,600
FY 2005	\$592,000
FY 2004	\$544,400
FY 2003	\$486,100
FY 2002	\$486,100
FY 2001	\$437,300
FY 2000	\$399,400
FY 1999	\$363,400
FY 1998	\$317,900
FY 1997	\$317,900

Land Information

Lot Size 10,000 sq ft
 Frontage 100 ft
 Zoning SR2

Detached Structures (Data to right of category)

Detached Garage Area
 Living Space In Garage
 Shed Area
 Tennis Courts
 Swimming Pool
 Cabana Area



* The land use and description listed here are for Assessing Department purposes based on historical records in the Assessing Department.
 For an official ruling on the legal use of the property pursuant to the state building code and/or Newton Zoning Ordinances, contact the Inspectional Services Department.

** For reference purposes only. Please check with Engineering Department for official zoning designation.

Date Printed Friday, August 29, 2014

Fiscal Year 2014 Tax Rates: Residential: \$12.12 Commercial: \$23.18

City of Newton Assessing Department Property Record Card

CURRENT OWNER:
 AARONSON JUDITH
 THUMIN DANIEL
 1338 BEACON ST
 WABAN, MA 02468
 Additional Owners:

OTHER ASSESSMENT DATA:
 Other ID: 54013 0001
 Prop Type: R1
 Num Apts: 2500193
 Bill Number: HEAVY
 Traffic: HEAVY
 Map ID: 086SE
 GIS ID: 54013 0001

RECORD OF OWNERSHIP:
 AARONSON JUDITH
 031901/0313
 10/01/2000 Q I 513,000 00

Year	Type	Description	Amount	Code	Description	Number	Amount	Comm. Int.
2014	1010			1010				
2013	1010			1010				
Total:			581,000				581,000	581,000

EXEMPTIONS:
 This signature acknowledges a visit by a Data Collector or Assessor

ASSESSING NEIGHBORHOOD:
 NBHD/ SUB: 6A/A
 STREET INDEX NAME: TRACING
 BATCH:

Permit ID	Issue Date	Type	Description	Amount	Insp. Date	% Comp.	Date Comp.	Comments	Date	Type	IS	ID	Cd.	Purpose/Result
0181	07/26/2004	BP	BUILDING PERM	8,000		0		REBUILD EXISTING D	09/24/2004	02		535	52	Exterior Inspection
1312	02/27/2004	BP	BUILDING PERM	1,900		0		DOOR REPLACEMENT	07/28/2000	06		535	51	Interior Inspection
Net Total Appraised Parcel Value														581,000

Yr.	Code	Assessed Value	Yr.	Code	Assessed Value
2014	1010		2013	1010	
2013	1010		2012	1010	
Total		581,000	Total		581,000

B Use Code	Use Description	Zone	Frontage	Units	ST. Idx	Notes- Adj	Land Value
1	1010 SINGLE FAMILY	SR2	100	10,000 SF	6A		438,300
Total Card Land Units:							438,300
Parcel Total Land Area:							10,000 SF
Total Land Value:							438,300

CONSTRUCTION DETAIL

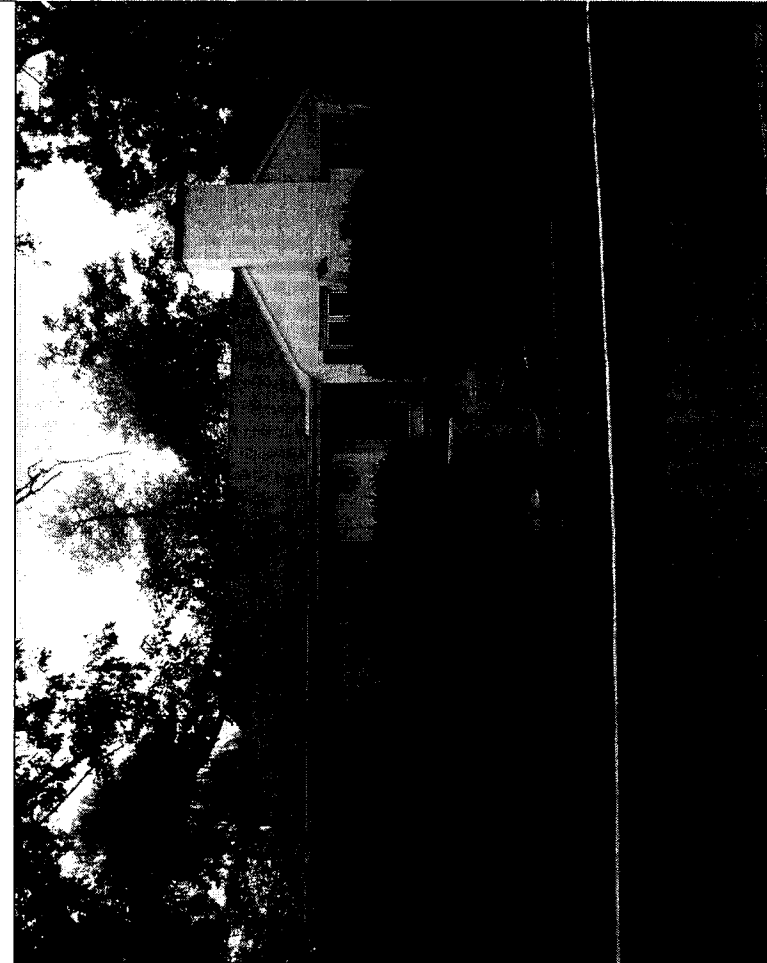
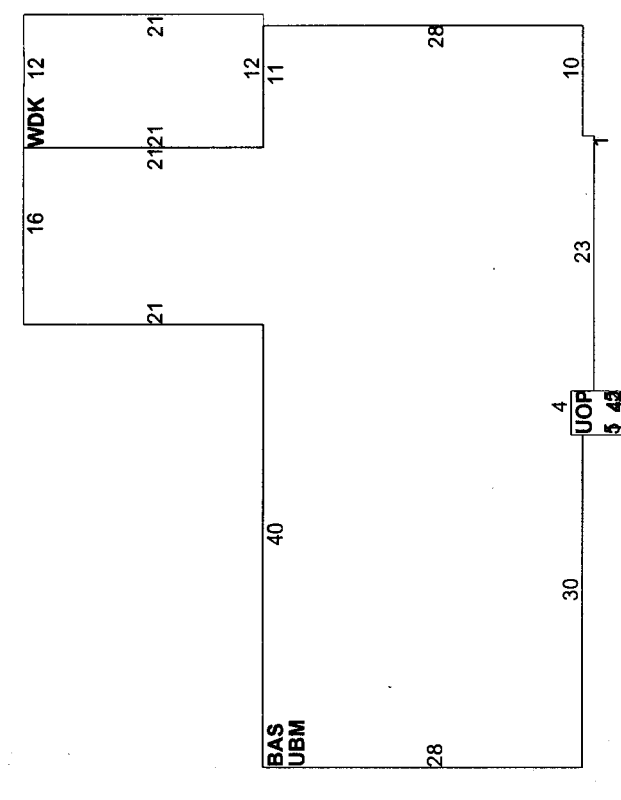
Element	Cd.	Ch. Description	Element	Cd.	Ch. Description
Style	01	Ranch			
Model	01	Residential			
Grade	04	Grade 4			
Stories	1				
Occupancy	1				
Exterior Wall 1	19	Brick Veneer			
Exterior Wall 2	04	Hip			
Roof Structure	03	Asphalt Shingl			
Roof Cover	03	Plastered			
Interior Wall 1	14	Carpet			
Interior Wall 2	03	Gas			
Interior Flr 1	06	Hot Wtr Radiat			
Interior Flr 2	03	Central			
Heat Fuel					
Heat Type					
AC Type					
Total Bedrooms	3				
Total Bthrms	2				
Total Half Baths	1				
Total Xtra Fixtrs	8				
Total Rooms	03	Average			
Bath Style	03	Average			
Kitchen Style	03	Average			
Built Ins	03	Average			
Ext Condition	03	Average			
Int Condition	03	Concrete			
Foundation	01	None			
Outdoor Park	0				
Indoor Park	0				
Masonry Trim	01				
Insulation	03				

OB-OUTBUILDING & YARD ITEMS(D) / XT-BUILDING EXTR. FEATURES(B)

Code	Description	Sub	Sub Description	L/B	Units	Yr	Gte	Dp	Rt	Cnd
BGR	BASEMENT G	B		2	1	1981				1
FPL	FIREPLACE	B		2	1	1981				1

BUILDING SUB-AREA SUMMARY SECTION

Code	Description	Living Area	Gross Area	Eff. Area
BAS	First Floor	2,231	2,231	2,231
UBM	Basement, Unfinished	0	2,231	2,231
UOP	Porch, Open, Unfinished	0	20	20
WDK	Deck, Wood	0	252	252
Ttl. Gross Liv/Lease Area:		2,231	4,734	4,734



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PURCHASE AND SALE AGREEMENT

This Agreement is entered into this 15th day of August, 2014, by and between Judith Aaronson and Daniel Thumin, husband and wife, of 1338 Beacon Street, Waban, MA 02468 (hereinafter called the SELLER) and the City of Newton, a municipal corporation with offices at Newton City Hall, 1000 Commonwealth Avenue, Newton, acting by and through its Mayor, but without personal liability to him (hereinafter called the BUYER).

1. The SELLER agrees to sell and the BUYER agrees to buy, upon the terms hereinafter set forth, the Premises known as 1338 Beacon Street, Waban, Massachusetts, containing approximately 10,000 square feet of land with buildings thereon, as described in a deed dated October 5, 2000 and recorded with Middlesex County Registry of Deeds, at Book 31901, Page 313 (hereinafter called the "Premises").

2. The buildings, structures and improvements, excluding appliances and fixtures, now on the Premises are included in the sale and SELLER's title to such buildings, structures and improvements shall pass to BUYER as part of the transaction. The SELLER shall remove all appliances and fixtures that the SELLER wishes to retain from the Premises prior to sale, provided that any appliances and/or fixtures left on the Premises shall be included in the sale, and title shall pass to the BUYER at no additional charge.

The Premises to be conveyed shall include all other rights, easements, privileges, licenses, permits, orders of conditions, appurtenances, interests benefiting, affecting or relating to the Premises as held by the SELLER and including without limitation all rights in adjoining public or private ways.

3. Said Premises is to be conveyed by a good and sufficient quitclaim deed running to the BUYER and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances. For purposes hereunder, real estate taxes assessed or to be assessed on the Premises but not yet due and payable shall not be considered an encumbrance on the Premises nor shall easements, restrictions and reservations of record, if any, be considered an encumbrance on the Premises provided the same do not prohibit or materially interfere with the use of said Premises as part of the Zervas Elementary School site.

4. The Purchase Price for said Premises is the sum of Seven Hundred Fifty Thousand, Four Hundred Sixteen and 26/100ths Dollars (\$750,416.26), which amount shall be paid by check at the time of delivery and recording of the deed.

5. The deed is to be delivered at 1:00 p.m. on Wednesday, the 1st day of October 2014, at the Middlesex South Registry of Deeds, 208 Cambridge Street, Cambridge, Massachusetts (hereinafter referred to as the "Closing") unless the Parties agree in writing to another location. The SELLER shall personally attend the Closing. At the time of delivery of the deed, SELLER shall deliver to BUYER all keys to the buildings on the Premises.

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6. The SELLER agrees to deliver to the BUYER such affidavits, documents and certificates as may be customarily and reasonably requested by and prepared by the BUYER'S attorney providing the financing for this transaction, including but not limited to, (i) an affidavit stating that SELLER is not a foreign person under the Internal Revenue Code, Section 1445; (ii) an affidavit to BUYER and BUYER'S title insurance company certifying that there are no parties in possession of the Premises and that no work has been done on the Premises which would entitle anyone to claim a mechanic's or materialman's lien with respect to the Premises; (iii) Internal Revenue Code, 1099S Form; and (iv) any and all other usual and customary and reasonable documents normally executed by Sellers in connection with residential real estate closings which documents shall be reasonably required by 1) Buyer 2) Buyer's Lender, and/or 3) Buyer's Title Insurance Company.

7. To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use all or any portion of the Purchase Price to clear the title of any encumbrances or interests provided that all instruments so procured are recorded simultaneously with the delivery of the deed or at such later time as shall be reasonably acceptable to BUYER and provided further, with respect to discharges of mortgages or home equity loans, such discharges shall be recorded within a reasonable time after the delivery of said deed in accordance with local real estate practices.

8. Full possession of the Premises free of all tenants and occupants, and in broom clean condition, is to be delivered at the time of the delivery of the deed. BUYER shall be entitled to have the Premises inspected by BUYER's representative prior to the delivery of the deed and after the SELLER has moved out in order to determine whether the condition thereof complies with the terms of this clause.

9. In addition to the Purchase Price for the Premises recited in paragraph 4 above, the BUYER shall also pay the SELLER the following as Relocation Payments in accordance with the provisions of G.L. c. 79A:

- a. Actual documented, reasonable and necessary moving expenses for the SELLER's personal property being removed from the Premises to the SELLER's property located at 990 Centre Street, Newton, MA, based on receipted bills;
- b. \$15,000 towards Replacement Housing costs;
- c. The actual cost for early termination of home equity credit line, not to exceed \$350.00;
- d. The actual additional finance cost to the SELLER for any mortgage or home equity credit line on the Premises from September 16, 2014, to the Closing Date; and
- e. Reimbursement for real estate taxes which accrue on the Premises from September 16, 2014, to the Closing Date.

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Payment of the moneys identified in this paragraph shall be due either at Closing if the amount is known at that time, or as soon thereafter as reasonably possible once the amount due is documented. The SELLER acknowledges and agrees that payment of the moneys identified in this paragraph constitutes satisfaction of any and all obligations that the BUYER may have to the SELLER under G.L. c. 79A as well as 760 CMR 27 and 49 CFR 24.301, 24.302, 24.401, 24.402, 24.403, and 24.404, as those regulations may be applicable. Upon payment of the moneys identified in this paragraph, the SELLER waives any further claims for Relocation Payments. This provision shall survive the delivery of the deed to the Premises.

10. DEFECTS IN TITLE; AUTOMATIC EXTENSION

a. If SELLER is unable to convey title or deliver possession of the Premises as required hereunder or the Premises do not comply with the requirements of paragraph 3, 8, or 13, upon notice by either party, prior to the Closing Date, this Agreement shall be automatically extended for thirty (30) days. SELLER shall remove all mortgages, attachments and other encumbrances incurred or assumed by SELLER which secure the payment of money and SELLER shall use reasonable efforts to remove other defects in title, or to deliver possession as provided herein, or to make the Premises conform to the provisions hereof.

b. At the end of the extended period, if all such defects have not been removed, or the SELLER is unable to deliver possession, or the Premises do not conform to the requirements of this Agreement, BUYER may elect to terminate this Agreement and if so terminated, all obligations of the parties hereto shall cease.

c. At the original or extended time for performance, BUYER may elect to proceed with the closing upon payment of the full purchase price reduced by an amount sufficient to remove all mortgages, attachments and other encumbrances which secure the payment of money which have not been removed by SELLER but otherwise without deduction.

11. All offers and agreements regarding the purchase and sale of the Premises which were made prior to this Agreement are hereby discharged, and all further obligations of the Parties on this subject matter are contained only in this Agreement. The acceptance of a deed by the BUYER shall be deemed to be a 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 the delivery of said deed.

12. SELLER shall make arrangements for getting final meter readings for electrical, gas, fuel oil, water services, sewer use charges, as well as stormwater assessments to the Premises, and SELLER shall be responsible for payment of all fees and charges incurred for such service up to the time of the delivery of the deed.

13. SELLER hereby represents, warrants and covenants that the Premises are not and will not be the subject of any outstanding agreements with any party pursuant to which any such party

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may acquire any interest in the Premises, and that there are no contracts or agreements to which SELLER is a party, including any tenancy or occupancy agreements, which affect the Premises.

14. SELLER shall be responsible for all real estate taxes assessed to the Premises and owing up and through the date of delivery of the deed, and the current fiscal year's real estate taxes shall be adjusted on a per diem basis consistent with the SELLER's period of ownership.

15. The SELLER shall assist BUYER by giving information, to the extent of their knowledge, about the locations of any cesspools, septic tanks, wells, underground tanks, and other site conditions. This requirement shall survive the delivery of the deed. Such requests to the SELLER shall be made only after the BUYER has made a diligent search of the official records.

16. BUYER's obligations hereunder shall be subject to:

a. Authorization of the purchase of the Premises by the Newton Board of Aldermen of the City of Newton and appropriation of funds, by two-thirds vote of said Aldermen, for the purchase of the Premises and Relocation Payments identified in paragraph 9 above, all in accordance with G.L. c. 40, §14.

In the event that said Board of Aldermen shall fail to approve and appropriate in accordance herewith by September 3, 2014, or such other date as the parties may mutually agree to, then this Agreement shall become null and void and without recourse to any party hereunder.

17. The parties acknowledge that the BUYER has made a written determination that the qualities and location of the Premises satisfy unique requirements of the BUYER and that the BUYER shall submit notice thereof for publication in the Central Register in accordance with G.L. chapter 30B, §16. Upon the passage of thirty days from the date of such publication, this Agreement shall become binding upon the parties within the meaning of said §16.

18. SELLER hereby represents to BUYER that to the best of SELLER'S knowledge, which representations shall be true as of the date hereof and also as of the date of Closing:

a. SELLER has good and marketable title to the Property, and there are no lawsuits or other proceedings currently pending by or against the SELLER or the Premises that would affect the ownership, future development, ability to finance or enjoyment of any of the Premises;

b. SELLER has not generated, released, stored, disposed of, dumped, flushed or in any way introduced on to the Premises oil, hazardous material, hazardous waste or Hazardous Substances (hereinafter collectively called "Hazardous Substances") as those terms are defined by any applicable federal, state or local law, rule or regulation (hereinafter referred to as "Applicable Environmental Laws"), and SELLER has not received notice and is not otherwise aware of any incident which would have required the filing of notice or notification pursuant to any applicable Environmental Laws applicable to the Property; and

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DIT

c. There are no underground storage tanks of other subsurface facilities holding petroleum or oil products currently in use or previously abandoned on the Property.

The above representations and warranties shall be made as of the date of this Agreement and again as of the Closing Date, and shall survive the Closing.

19. All notices and correspondences hereunder shall be hand delivered, or sent by a recognized overnight mail courier or certified mail, return receipt requested, all charges prepaid, or sent by fax with confirmed receipt followed by regular mail, addressed to:

SELLER'S Attorney: Howard S. Gold, Esquire
Gold Law Firm LLC
83 Walnut Street
Wellesley Hills, MA 02481
Tel: 781-239-1000
Fax: 781-416-0930
E-Mail: hgold@goldlawfirm.net

BUYER'S Attorneys: Donnalyn B. Lynch Kahn, City Solicitor
Ouida C.M. Young, Associate City Solicitor
Newton City Hall
1000 Commonwealth Avenue
Newton Centre, MA 02459
Tel: 617-796-1240
Fax: 617-796-1254
E-Mail: oyoung@newtonma.gov

20. The date of mailing for a certified mail return receipt requested postage prepaid letter shall be considered the date of the postmark on the letter. The date of mailing of any notice sent by recognized overnight courier shall be the date the receipt is signed by the party receiving the notice. The date of faxing shall be the date printed by the receiver's fax machine.

21. Each of the undersigned hereby authorizes his or her respective attorney to assent to and execute on that party's behalf any agreements extending the time for performance of any event or of any notice that may be given under this Agreement.

22. It is understood that portions of the Premises may have been painted, plastered or glazed with paint or material containing lead and that no representations are made by SELLER with respect to the presence or absence thereof. BUYER acknowledges that they may incur obligations under Massachusetts General Laws to remove any such material and the BUYER assumes any such obligations. The provisions of this paragraph shall survive delivery of the deed.

23. Title and practice standards of the Massachusetts Conveyances Association shall be determinative of any matter arising hereunder, which is the subject of any such standard.

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D/T

24. The SELLER acknowledges that they have been offered the opportunity to seek and confer with qualified legal counsel of their choice prior to signing this Agreement. The SELLER further acknowledges that no broker has represented them or is entitled to a broker's commission in connection with the negotiation or execution of this Agreement or the consummation of the transaction contemplated herein. This paragraph shall survive the delivery of the deed.

25. If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either Party to enforce against the other any term or provision of this Agreement shall not be deemed to be a waiver of such Party's right to enforce against the other Party the same or any other such term or provision.

26. Only (a) those provisions of this Agreement that contemplate performance after the Closing, (b) those representations and warranties which survive Closing and (c) those indemnities which survive Closing, shall survive the Closing and shall not be deemed to be merged into or waived by the instruments of Closing.

27. This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements and understandings relating to the Premises. This Agreement may be amended or supplemented only by an instrument in writing executed by the Party against whom enforcement is sought.

28. The Parties agree that this document represents the full understanding of the Parties with respect to the transaction contemplated hereby and that said Agreement hereby supersedes and nullifies any preexisting oral or written agreements of the Parties.

29. The SELLER acknowledges that they have had the opportunity for their counsel to review and revise this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or amendments hereto. 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, successors and assigns, and may be canceled, modified or amended only by a written instrument.

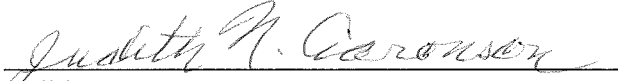
30. Between the date hereof and the Closing Date, SELLER shall not generate, release, store, dispose of, dump, flush or in any way introduce on to the Premise any Hazardous Substances, as those terms are defined by any applicable Environmental Laws.

31. If BUYER records this Agreement at the District Registry of Deeds or attempts to assign its rights hereunder to any third party, this Agreement at SELLER'S discretion may be terminated.

32. It is agreed that time is of the essence of all provisions of this Agreement.

EXECUTED UNDER SEAL BY THE PARTIES HERETO AS OF THE DATE OF THIS AGREEMENT.

SELLER

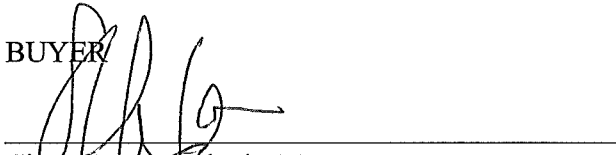


Judith Aaronson



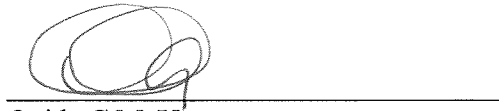
Daniel Thumin

BUYER



City of Newton, by its Mayor
Setti B. Warren

Approved as to Legal Form and Character



Ouida C.M. Young
Associate City Solicitor

#255-14(?)
#256-14(?)

DRAFT

CITY OF NEWTON
IN BOARD OF ALDERMEN

September 2, 2014

ORDERED:

That, in accordance with the recommendation of the Finance Committee through its Chairman Leonard J. Gentile, the Mayor is authorized to enter into a purchase and sale agreement with the owner of real property located at 1338 Beacon Street to pay up to a maximum amount of Seven Hundred Eighty-Five Thousand Dollars (\$785,000.00) for the purchase of the real property located at 1338 Beacon Street, which amount includes relocation costs payable to said owner pursuant to G.L. c. 79A

AND

That the transfer of funds in the amount of Seven Hundred Eighty-Five Thousand Dollars (\$785, 000.00) from the Capital Stabilization Fund – 2013 Override Projects to the Zervas Land Taking Account for the purpose of funding said agreement be and is hereby approved as follows:

FROM:	Capital Stabilization Fund 2013 Override Project (39H104-593032C2).....	\$785,000.00
TO:	Zervas Land Taking (32C2A15-5810).....	\$785,000.00

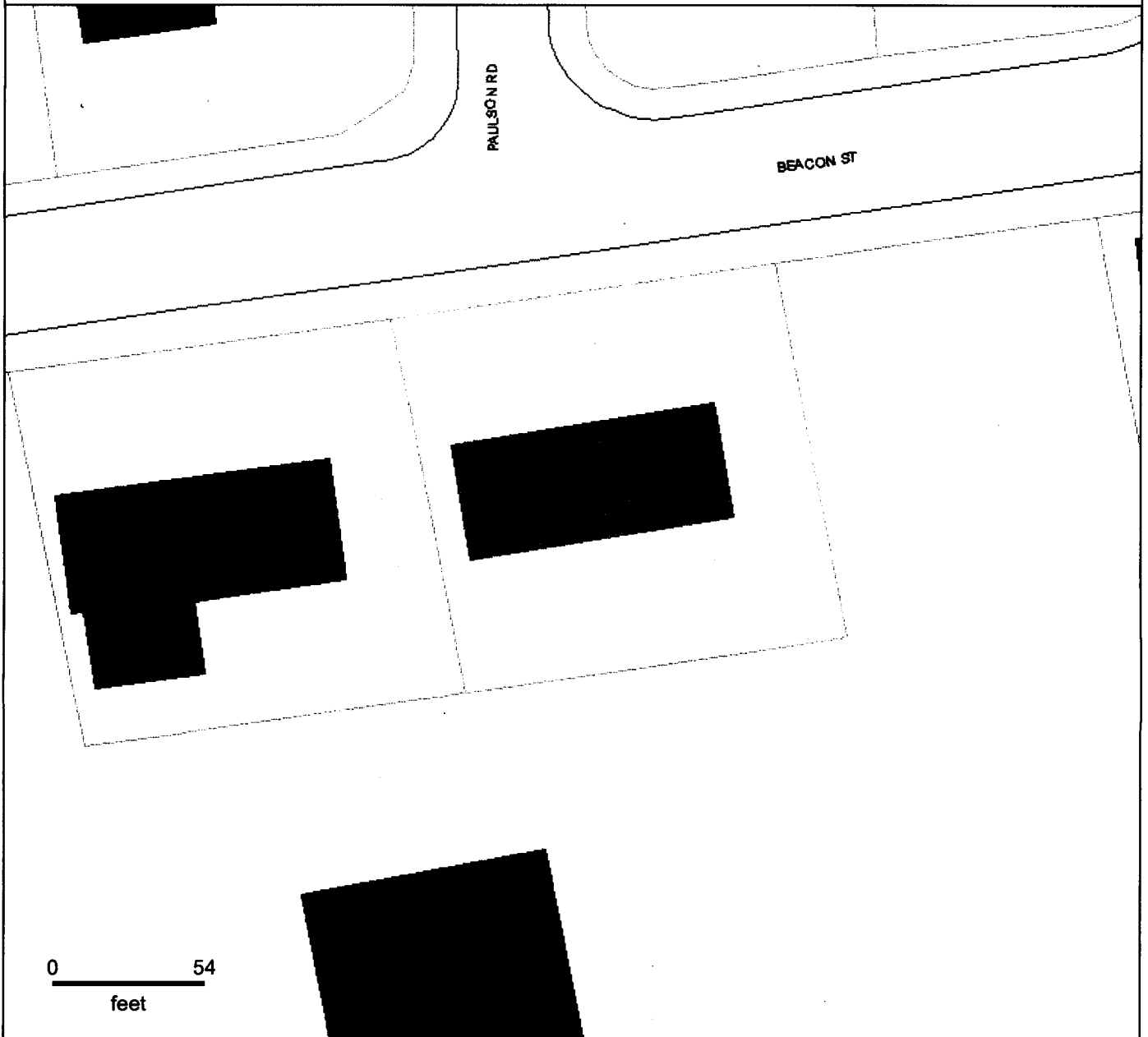
Under Suspension of Rules
Readings Waived and Approved

(SGD) DAVID A. OLSON
City Clerk

(SGD) SETTI D. WARREN
Mayor

Date: _____

City of Newton

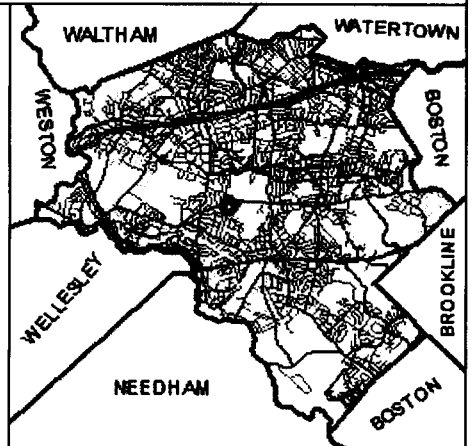


Property ID: 54013 0002
Address: 1330 BEACON ST
Owner: ROSENBLITH ERIC TR



MAP FOR REFERENCE ONLY
 NOT A LEGAL DOCUMENT

Because of different update schedules, current property assessments may not reflect recent changes to property boundaries. Check with the Assessors' Office to confirm boundaries uses at the time of assessment.



54013 0002

1330 BEACON ST

54013 0002

Property SBL 54013 0002
Property Address 1330 BEACON ST
Land Use * 101
Land Use Descr * SINGLE FAMILY

Tax Bill Number 2521463
Zoning ** SR2
Map ID 087SW
Neighborhood 6A

Sale Date 12/16/2010
Sale Price \$10
Legal Reference 056082/0123
Current Owner ROSENBLITH ERIC TR
ERIC ROSENBLITH TRUST

Prior Sale Date 9/1/2005
Prior Sale Price \$10
Prior Legal Reference 046046/0575
Prior Owner ROSENBLITH CAROL TR
THE CAROL ROSENBLITH TRUST

1330 BEACON ST
WABAN, MA 02468

Residential Information

Style	Ranch	Rooms	11	Finished Attic Area	
Story Height	1	Bedrooms	4	Unfinished Attic Area	
Year Built	1952	Baths	3	Basement Area	1,872 sq ft
Exterior Walls	Vinyl Siding	Half Baths		Finished Basement Area	1,120 sq ft
Masonry/Trim	Full Wall	Heat Type	Hot Water	Recent Field Visit	9/21/2009
Foundation	Concrete	Fuel Type	Gas	Prior Field Visit	3/28/2007
Roof Type	Hip	Air Conditioning	Unit/AC		
Roof Material	Asphalt Shingl	Fireplaces	2		
Attached Garage		Kitchen Quality	Below Average		
Carport Area		Bath Quality	Average		
Deck Area		Interior Condition	Average		
Porch Area	4 sq ft	House Size	1,872 sq ft		
Enclosed Porch					
Basement Garage					

Assessment History

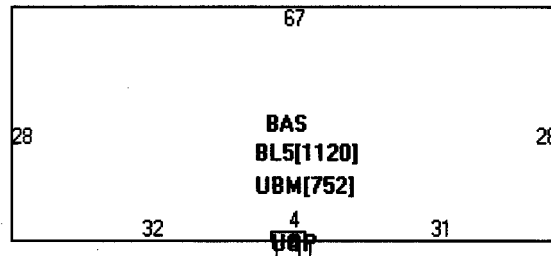
FY 2014	\$571,500
FY 2013	\$571,500
FY 2012	\$571,500
FY 2011	\$575,200
FY 2010	\$586,900
FY 2009	\$598,900
FY 2008	\$598,900
FY 2007	\$642,900
FY 2006	\$624,200
FY 2005	\$594,500
FY 2004	\$544,100
FY 2003	\$485,800
FY 2002	\$485,800
FY 2001	\$389,200
FY 2000	\$355,400
FY 1999	\$323,400
FY 1998	\$297,200
FY 1997	\$297,200

Land Information

Lot Size	10,000 sq ft
Frontage	100 ft
Zoning	SR2

Detached Structures (Data to right of category)

Detached Garage Area	
Living Space In Garage	
Shed Area	
Tennis Courts	
Swimming Pool	
Cabana Area	



* The land use and description listed here are for Assessing Department purposes based on historical records in the Assessing Department.
 For an official ruling on the legal use of the property pursuant to the state building code and/or Newton Zoning Ordinances, contact the Inspectional Services Department.
 ** For reference purposes only. Please check with Engineering Department for official zoning designation.
 Date Printed Friday, August 29, 2014
 Fiscal Year 2014 Tax Rates: Residential: \$12.12 Commercial: \$23.18
 City of Newton Assessing Department Property Record Card

CURRENT ASSESSMENTS		APPRaised Value		Assessed Value	
Code	Yr.	Code	Yr.	Code	Yr.
1010	2013	1010	2012	1010	2012
1010	2014	1010	2013	1010	2013
Total		571,500		571,500	

PREVIOUS ASSESSMENTS		APPRaised Value		Assessed Value	
Yr.	Code	Yr.	Code	Yr.	Code
2012	1010	2012	1010	2012	1010
2013	1010	2013	1010	2013	1010
Total		571,500		571,500	

RECORD OF OWNERSHIP
 ROSENBLITH ERIC TR
 ROSENBLITH CAROL TR
 ROSENBLITH ERIC & CAROL

EXEMPTIONS		OTHER ASSESSMENTS	
Year	Description	Code	Description
10 00	U	10 00	Comm. Int.
10 00	Q	10 00	Comm. Int.
1 00	Q	1 00	Comm. Int.

ASSESSING NEIGHBORHOOD	
NBHD/SUB	STREET INDEX NAME
6A/A	TRACING
BATCH	

BUILDING PERMIT		DATE COMP.		DATE		COMMENTS	
Permit ID	Issue Date	Amount	% Comp.	Date	Date	Type	Purpose/Result
6070084	07/06/2006	10,300	0	09/21/2009	03/28/2007	02	Exterior Inspection
				09/24/2004	09/07/1995	02	Exterior Inspection
						06	Interior Inspection

LAND INFORMATION		LAND INFORMATION	
B Use Code	Description	ST. Idx	Notes- Adj
1	1010 SINGLE FAMILY	6A	
Frontage: 100		Notes- Adj	
Units: 10,000 SF		Notes- Adj	
Parcel Total Land Area: 10,000 SF		Notes- Adj	
Total Card Land Units:		Notes- Adj	
Total Land Value:		Notes- Adj	

VISION

#255-1

Land Value 438,300

Total Land Value: 438,300

CONSTRUCTION DETAIL		Element	Cd.	Ch. Description
Style	01	Ranch		
Model	01	Residential		
Grade	04	Grade 4		
Stories	1			
Occupancy	1			
Exterior Wall 1	25	Vinyl Siding		
Exterior Wall 2				
Roof Structure	04	Hip		
Roof Cover	03	Asphalt Shingl		
Interior Wall 1	03	Plastered		
Interior Wall 2				
Interior Fir 1	14	Carpet		
Interior Fir 2				
Heat Fuel	03	Gas		
Heat Type	05	Hot Water		1952
AC Type	04	Unit/AC		
Total Bedrooms	4			
Total Bthrms	3			
Total Xtra Fixtrs				
Total Rooms	11			
Bath Style	03	Average		
Kitchen Style	02	Below Average		
Built Ins	02	Average		
Ext Condition	03	Average		
Int Condition	03	Average		
Foundation	01	Concrete		
Outdoor Park	0			
Indoor Park	0			
Masonry Trim	03	Full Wall		
Insulation	03			

CONSTRUCTION DETAIL		Element	Cd.	Ch. Description
Code	Description	1010	SINGLE FAMILY	Percentage 100



CONSTRUCTION DETAIL		Element	Cd.	Ch. Description
CONSTRUCTION DETAIL				
Code	Description	AYB		1952
CONSTRUCTION DETAIL				
Code	Description	UOP		1 41
CONSTRUCTION DETAIL				
Code	Description	BAS		31
Code	Description	BL5		28
Code	Description	UBM		28
Code	Description	UOP		32
CONSTRUCTION DETAIL				
Code	Description	67		28

**OFFER TO ACQUIRE
1330 BEACON STREET
WABAN, MA**

This OFFER to acquire the real property located at 1330 Beacon Street, Waban, MA 02468 is made by the City of Newton, a municipal corporation with offices at Newton City Hall, 1000 Commonwealth Avenue, Newton, acting by and through its Mayor, but without personal liability to him (hereinafter called the CITY) to Carol Rosenblith, as Trustee of the Eric Rosenblith 1996 Trust, which owns 1330 Beacon Street, Waban, MA 02468 (hereinafter called the OWNER) on the following terms and conditions:

1. The OWNER agrees to allow the CITY and the CITY agrees to acquire, upon the terms hereinafter set forth, the Premises known as 1330 Beacon Street, Waban, Massachusetts, containing approximately 10,000 square feet of land with buildings thereon, as described in a deed dated December 15, 2010, and recorded on December 16, 2010, with Middlesex County Registry of Deeds, at Book 56082, Page 123 (hereinafter called the "Premises").

2. The buildings, structures and improvements, excluding appliances and fixtures, now on the Premises are included in the acquisition and OWNER'S title to such buildings, structures and improvements shall pass to CITY as part of the transaction. The OWNER shall remove all appliances and fixtures that the OWNER wishes to retain from the PREMISES, provided that any appliances and/or fixtures left on the Premises shall be included in the acquisition of the Premises by the CITY and title shall pass to the CITY at no additional charge.

The Premises to be acquired shall include all other rights, easements, privileges, licenses, permits, orders of conditions, appurtenances, interests benefiting, affecting or relating to the Premises as held by the OWNER and including without limitation all rights in adjoining public or private ways.

3. The Parties intend that the Premises be acquired by the CITY pursuant to G.L. c. 79 for inclusion of the Premises in the site of the abutting Zervas Elementary School.

4. Based upon appraisals of the Premises, the CITY is willing to pay and the OWNER is willing to accept the sum of Nine Hundred and Forty-Six Thousand and no/100ths Dollars (\$946,000.00) (hereinafter the "Settlement Amount") in full and complete settlement of any claims that the OWNER may have due to the acquisition of the Premises pursuant to the provisions of G.L. c. 79. This amount shall be paid by check within sixty (60) days from the date that the CITY records an Order of Taking for said Premises.

5. The OWNER authorizes the CITY to use all or any portion of the Settlement Amount to clear the title of any encumbrances on the Premises as well as to pay any outstanding municipal liens, municipal charges such as, but not limited to, sewer, water and stormwater, as well as

unpaid real estate taxes pro-rated to the date the CITY records an Order of Taking for said Premises..

6. The CITY agrees to allow the OWNER to continue residing at the Premises following the CITY'S acquisition of the Premises until May 15, 2015. The OWNER shall be considered a tenant at sufferance while she continues to reside at the Premises after the Order of Taking is recorded, the CITY acknowledging that the OWNER has a legal right to remain in the Premises for 120 days following the recording of the Order of Taking. The OWNER agrees to vacate the Premises on or before May 15, 2015. The OWNER agrees to allow the CITY to perform a safety inspection of the Premises before the Order of Taking is recorded.

7. While the OWNER resides at the Premises in accordance with the provisions of paragraph 6, the CITY will not charge any fee for said occupancy and shall be responsible for providing water and sewer service to the OWNER at no charge. During the time the OWNER resides at the Premises, she will be solely responsible for paying the cost of all utilities other than water and sewer, such as, but not limited to electricity, gas, oil, telephone, etc., as well as the cost of snow removal or any landscaping service, and insurance coverage for the OWNER'S personal property. The OWNER shall be responsible for making all repairs at her cost necessary to permit her to remain on the Premises until May 15, 2015, provided, however, that the OWNER will request approval by the CITY of any repair(s) estimated to cost more than \$500.00, which approval will not be unreasonably withheld, and the CITY will reimburse the OWNER for the cost of such repair(s) in excess of \$500.00. The OWNER shall not be required to contact the CITY in an emergency situation, but shall notify the CITY of the emergency repair the next regular business day.

8. In addition to the Settlement Amount for the Premises recited in paragraph 4 above, the CITY shall also pay the OWNER the following as Relocation Payments in accordance with the provisions of G.L. c. 79A:

- a. Actual documented, reasonable and necessary moving expenses, which expenses may include storage charges, for the OWNER'S personal property being removed from the Premises to both a temporary or permanent location, based on receipted bills, in accordance with 760 CMR 27. Reimbursement for this expense is capped at \$24,000.00;
- b. Actual documented, reasonable costs of assistance to organize for the move and actual documented, reasonable costs to pay for snow plowing of the driveway during the winter months, capped at \$10,000.00; and
- c. Replacement Housing costs, which may include rental housing assistance in accordance with the provisions of 760 CMR 27. Reimbursement for this expense is capped at \$15,000.00;

Payment of the moneys identified in this paragraph shall be due as soon thereafter as reasonably possible once the amount due is documented. The OWNER acknowledges and agrees that payment of the moneys identified in this paragraph constitutes satisfaction of any and all

obligations that the CITY may have to the OWNER under G.L. c. 79A as well as 760 CMR 27 and 49 CFR 24.301, 24.302, 24.401, 24.402, 24.403, and 24.404, as those regulations may be applicable. Upon payment of the moneys identified in this paragraph, the OWNER waives any further claims for Relocation Payments. The CITY further agrees that expenses incurred by the OWNER for subparagraph (a) moving expenses and/or subparagraph (c) replacement housing costs through May 15, 2016, shall be subject to reimbursement pursuant to this paragraph.

9. OWNER shall make arrangements for getting final meter readings for water service, sewer use charges, as well as storm water assessments to the Premises and the OWNER shall be responsible for payment of charges incurred for such services up to the time of the Order of Taking is recorded, or shall permit the City to pay such charges from the Settlement Amount. The OWNER shall make arrangements for getting final meter readings for all utility charges other than water and sewer, such as but not limited to electrical, gas, fuel oil, telephone, etc., to May 15, 2015, and shall be responsible for paying such utility charges.

10. OWNER hereby represents, warrants and covenants that the Premises are not and will not be the subject of any outstanding agreements with any party pursuant to which any such party may acquire any interest in the Premises, and that there are no contracts or agreements to which OWNER is a party, including any tenancy or occupancy agreements, which affect the Premises.

11. The OWNER shall assist CITY by giving information, to the extent of her knowledge, about the locations of any cesspools, septic tanks, wells, underground tanks, and other site conditions. This requirement shall survive the delivery of the deed. Such requests to the OWNER shall be made only after the CITY has made a diligent search of the official records. The CITY shall assume the remediation costs typically required to demolish a residential structure built in the 1950s, which costs may include de-leading, asbestos abatement, etc..

12. CITY's obligations hereunder shall be subject to:

- a. Authorization of the acquisition of the Premises by the Newton Board of Aldermen of the City of Newton pursuant to the provisions of G.L. c. 79 and appropriation of funds, by two-thirds vote of said Aldermen, for the acquisition of the Premises and Relocation Payments identified in paragraph 8 above.

In the event that said Board of Aldermen shall fail to approve and appropriate in accordance herewith by September 15, 2014, or such other date as the parties may mutually agree to, then this Agreement shall become null and void and without recourse to any party hereunder.

18. OWNER hereby warrants and represents to CITY that to the best of her knowledge:

- a. OWNER has good and marketable title to the Premises, and there are no lawsuits or other proceedings currently pending by or against the OWNER or the Premises that would affect the ownership, future development, ability to finance or enjoyment of any of the Premises;

b. OWNER has not generated, released, stored, disposed of, dumped, flushed or in any way introduced on to the Premises oil, hazardous material, hazardous waste or Hazardous Substances (hereinafter collectively called "Hazardous Substances") as those terms are defined by any applicable federal, state or local law, rule or regulation (hereinafter referred to as "Applicable Environmental Laws"), and OWNER has not received notice and is not otherwise aware of any incident which would have required the filing of notice or notification pursuant to any applicable Environmental Laws applicable to the Premises; and

c. There are no underground storage tanks of other subsurface facilities holding petroleum or oil products currently in use or previously abandoned on the Premises.

14. All notices and correspondences hereunder shall be hand delivered, or sent by a recognized overnight mail courier or certified mail, return receipt requested, all charges prepaid, or sent by fax with confirmed receipt followed by regular mail, addressed to:

OWNER'S Attorney: Brenda G. Levy, Esq.
Brenda G. Levy Associates, LLC
185 Devonshire Street, Suite 302
Boston, MA 02110
Tel: 617-720-4695
Fax: 617-426-5422
E-Mail: Brenda@brendaglevyllaw.com

CITY'S Attorneys: Donnalyn B. Lynch Kahn, City Solicitor
Ouida C.M. Young, Associate City Solicitor
Newton City Hall
1000 Commonwealth Avenue
Newton Centre, MA 02459
Tel: 617-796-1240
Fax: 617-796-1254
E-Mail: oyoung@newtonma.gov

15. The date of mailing for a certified mail return receipt requested postage prepaid letter shall be considered the date of the postmark on the letter. The date of mailing of any notice sent by recognized overnight courier shall be the date the receipt is signed by the party receiving the notice. The date of faxing shall be the date printed by the receiver's fax machine.

16. Each of the undersigned hereby authorizes his or her respective attorney to assent to and execute on that party's behalf any agreements extending the time for performance of any event or of any notice that may be given under this Offer to Acquire.

17. It is understood that portions of the Premises may have been painted, plastered or glazed with paint or material containing lead and that no representations are made by OWNER with respect to the presence or absence thereof. CITY acknowledges that it may incur obligations under Massachusetts General Laws to remove any such material and the CITY assumes any such obligations.

18. The OWNER acknowledges that she has been offered the opportunity to seek and confer with qualified legal counsel of their choice prior to signing this Offer to Acquire. The OWNER further acknowledges that no broker has represented them or is entitled to a broker's commission in connection with the negotiation or execution of this Offer to Acquire or the consummation of the transaction contemplated herein.

19. If any portion of this Offer to Acquire is held invalid or inoperative, then so far as is reasonable and possible the remainder of this Offer shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either Party to enforce against the other any term or provision of this Offer shall not be deemed to be a waiver of such Party's right to enforce against the other Party the same or any other such term or provision.

20. The Parties agree that this document represents the full understanding of the Parties with respect to the transaction contemplated hereby and that said Offer to Acquire hereby supersedes and nullifies any preexisting oral or written agreements of the Parties.

21. The OWNER acknowledges that she has had the opportunity for her counsel to review and revise this Offer to Acquire and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Offer or amendments hereto. 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, successors and assigns, and may be canceled, modified or amended only by a written instrument.

22. It is agreed that time is of the essence of all provisions of this Offer to Acquire.

EXECUTED UNDER SEAL BY THE PARTIES HERETO

CITY

OWNER

I ACCEPT THE CITY'S OFFER TO ACQUIRE

City of Newton, by its Mayor
Setti B. Warren

Carol Rosenblith, as Trustee of the Eric Rosenblith
Trust

Date: _____

Date: _____

Approved as to Legal Form and Character

Ouida C.M. Young
Associate City Solicitor

CITY OF NEWTON

IN BOARD OF ALDERMEN

September 2, 2014

ORDER OF TAKING
FOR SCHOOL PURPOSES
1330 BEACON STREET

WHEREAS, in the opinion of the Board of Aldermen the public necessity and convenience require the acquisition by eminent domain of the parcel of land, together with improvements thereon, known as 1330 Beacon Street ("the Parcel"); and

WHEREAS, the Parcel consists of approximately 10,000 square feet with buildings thereon, as described in a deed dated December 15, 2010, and recorded on December 16, 2010, with Middlesex County Registry of Deeds, at Book 56082 Page 123; and

WHEREAS, the City has authorized and received an independent professional appraisal of the value of the Parcel; and

THEREFORE, by vote of the Board of Aldermen, acting on behalf of the City of Newton under General Laws Chapter 79 of the Massachusetts General Laws, it is hereby

ORDERED: That the Parcel be and hereby is taken in fee, together with all rights, title and interest in the Parcel. So far as is known to the Board, the owner and mortgagee for the Parcel are as follows:

Record Owner: Carol Rosenblith, as Trustee of the Eric Rosenblith 1996 Trust
Bk 56082 Pg 123

Mortgagee: RBS Citizens, N.A.
Bk 61297 Pg 426; Bk 59679 Pg 74

In accordance with General Laws Chapter 79, it is further

ORDERED: That the award of damages in the amount of Nine Hundred Forty Six Thousand Dollars (\$946,000.00) is hereby made as a result of this eminent domain taking, to be paid to the persons entitled thereto; and it is further

ORDERED: That in accordance with General Laws Chapter 79 Section 1, the trees upon and structures affixed to said Parcel are hereby included as part of this taking; and it is further

ORDERED: That the Parcel is taken for school use; and that custody and management of the Parcel is hereby assigned to the Newton Public Schools.

Under Suspension of Rules
Readings Waived

(SGD) DAVID A. OLSON
City Clerk

(SGD) SETTI D. WARREN
Mayor

Date: _____

DRAFT

CITY OF NEWTON

IN BOARD OF ALDERMEN

September 2, 2014

ORDERED:

That, in accordance with the recommendation of the Finance Committee through its Chairman Leonard J. Gentile, the Mayor is authorized to enter into an agreement with the owner of real property located at 1330 Beacon Street to pay damages up to a maximum amount of Nine Hundred Ninety-Five Thousand Dollars (\$995,000) for the taking of the real property located at 1330 Beacon Street which damages include relocation costs payable to said owner pursuant to G.L. c. 79A

AND

That the transfer of funds in the amount of Nine Hundred Ninety-Five Thousand Dollars (\$995,000) from the Capital Stabilization Fund – 2013 Override Projects to the Zervas Land Taking Account for the purpose of funding said agreement be and is hereby approved as follows:

FROM:	Capital Stabilization Fund 2013 Override Project (39H104-593032C2).....	\$995,000
TO:	Zervas Land Taking (32C2A15-5810).....	\$995,000

Under Suspension of Rules
Readings Waived and Approved

(SGD) DAVID A. OLSON
City Clerk

(SGD) SETTI D. WARREN
Mayor

Date: _____

8/29/2014

City of Newton

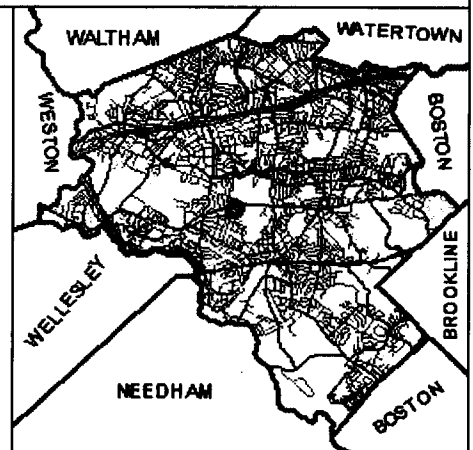


Property ID: 54022 0068
Address: 1316 BEACON ST
Owner: WELLS FARGO BANK TR



MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT

Because of different update schedules, current property assessments may not reflect recent changes to property boundaries. Check with the Assessors' Office to confirm boundaries uses at the time of assessment.



54022 0068

1316 BEACON ST

54022 0068

Property SBL 54022 0068
 Property Address 1316 BEACON ST
 Land Use * 101
 Land Use Descr * SINGLE FAMILY

Tax Bill Number 2526675
 Zoning ** MR1
 Map ID 087SW
 Neighborhood 6A

Sale Date 2/27/2012
 Sale Price \$361,250
 Legal Reference 058559/0073
 Current Owner
 WELLS FARGO BANK TR
 SECURITIZED ASSET BACK REC TRST
 1525 S BELTLINE RD
 COPPELL, TX 75201

Prior Sale Date 12/1/1998
 Prior Sale Price \$285,000
 Prior Legal Reference 029456/0270
 Prior Owner
 OKAMURA JERILYNN A

Residential Information

Style	Old Style	Rooms	7	Finished Attic Area	
Story Height	1.75	Bedrooms	3	Unfinished Attic Area	
Year Built	1780	Baths	1	Basement Area	636 sq ft
Exterior Walls	Wood Shingle	Half Baths	1	Finished Basement Area	
Masonry/Trim	None	Heat Type	Forced Air-Duc	Recent Field Visit	9/21/2009
Foundation	Concrete	Fuel Type	Oil	Prior Field Visit	9/24/2004
Roof Type	Gable	Air Conditioning	None		
Roof Material	Asphalt Shingl	Fireplaces			
Attached Garage		Kitchen Quality	Average		
Carport Area		Bath Quality	Average		
Deck Area	36 sq ft	Interior Condition	Average		
Porch Area	80 sq ft	House Size	1,364 sq ft		
Enclosed Porch					
Basement Garage					

Assessment History

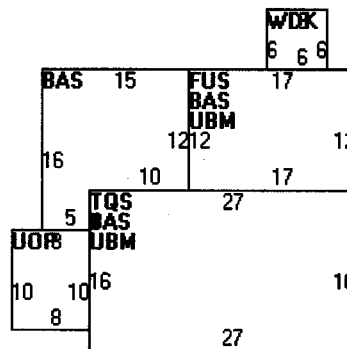
FY 2014	\$474,300
FY 2013	\$474,300
FY 2012	\$474,300
FY 2011	\$475,400
FY 2010	\$485,100
FY 2009	\$495,000
FY 2008	\$495,000
FY 2007	\$512,600
FY 2006	\$497,700
FY 2005	\$474,000
FY 2004	\$480,600
FY 2003	\$429,100
FY 2002	\$429,100
FY 2001	\$326,000
FY 2000	\$297,700
FY 1999	\$270,900
FY 1998	\$228,600
FY 1997	\$228,600

Land Information

Lot Size 10,958 sq ft
 Frontage
 Zoning MR1

Detached Structures (Data to right of category)

Detached Garage Area 484 sq ft
 Living Space in Garage
 Shed Area
 Tennis Courts
 Swimming Pool
 Cabana Area



* The land use and description listed here are for Assessing Department purposes based on historical records in the Assessing Department.
 For an official ruling on the legal use of the property pursuant to the state building code and/or Newton Zoning Ordinances, contact the Inspectional Services Department.
 ** For reference purposes only. Please check with Engineering Department for official zoning designation.

Date Printed Friday, August 29, 2014

Fiscal Year 2014 Tax Rates: Residential: \$12.12 Commercial: \$23.18

City of Newton Assessing Department Property Record Card

5 Restrict-Fair
5 Restrict-Fair
 SECURITIZED ASSET BACK REC TR
 1525 S BELTLINE RD

5 Restrict-Fair
 2 Below Average

Other ID: 54022 0068
 Prop Type R1
 Num Apis 2526675
 Bill Number HEAVY
 Traffic 087SW
 Map ID 087SW
 GIS ID: 54022 0068

Res_RC
 Multi SBL
 NOTE:
 NOTE:

ASSOC PID#

Year	Type	Description	Amount	Code	Description	Number	Amount	Comm. Int.
2012	U	02/27/2012	361,250	1L			1.99	
2014	Q	12/01/1998	285,000	00			0	
Total:			474,300				1.99	474,300

EXEMPTIONS

Year	Type	Description	Amount	Code	Description	Number	Amount	Comm. Int.
2014		SM			STORM LIEN	25	1.99	
2014		WL			WATER LIEN	20	0	
2014		SL			SEWER LIEN	6,703	662.46	
2014		SM			STORM LIEN	25	1.99	
Total:						3,823	3,823	

ASSESSING NEIGHBORHOOD

NBHD/ SUB 6A/A
 STREET INDEX NAME TRACING
 BATCH

ASSESSING NEIGHBORHOOD

APPROXIMATE VALUE SUMMARY

Net Total Appraised Parcel Value 474,300

BUILDING PERMITS RECORD

Permit ID	Issue Date	Type	Description	Amount	Insp. Date	% Comp.	Date Comp.	Comments

LAND IN VALUATION SECTION

B #	Use Code	Use Description	Zone	Frontage	Units	SF	Parcel Total Land Area	Total Land Value
1	1010	SINGLE FAMILY	MRI		10,958	SF	10,958 SF	421,500
							Parcel Total Land Area: 10,958 SF	Total Land Value: 421,500

CONSTRUCTION DETAIL

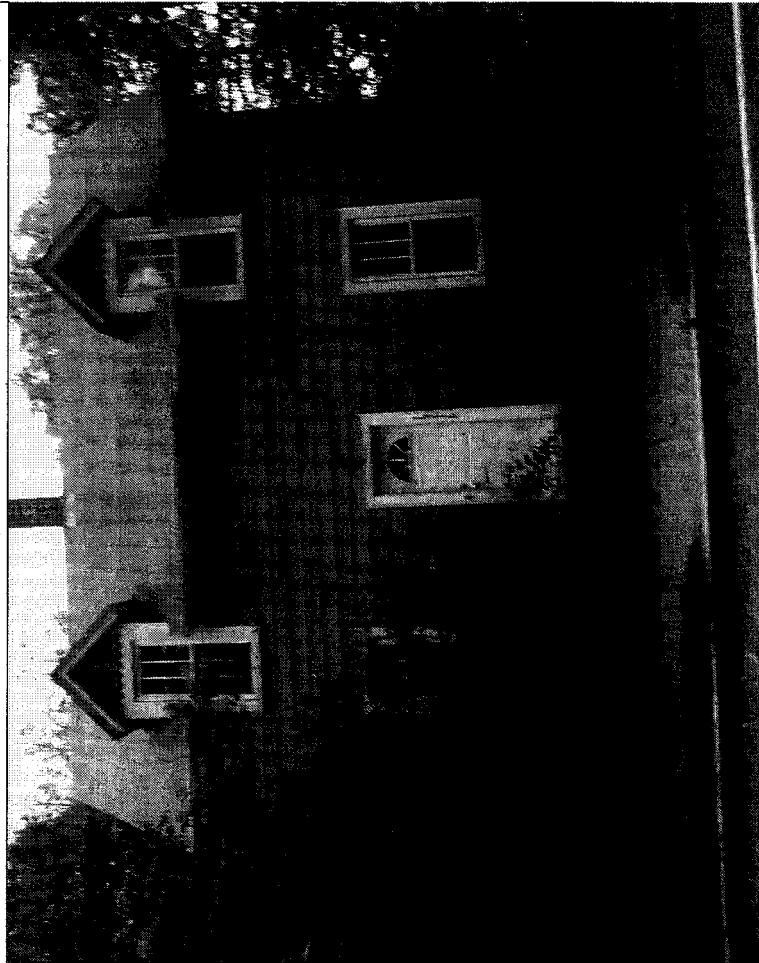
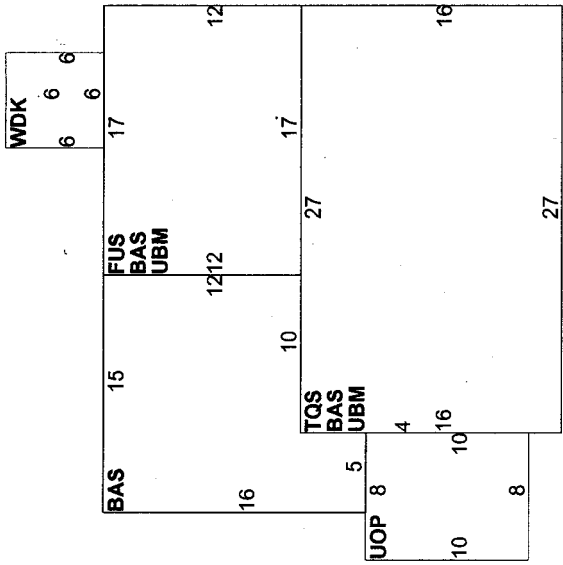
Element	Cd.	Ch. Description	Element	Cd.	Ch. Description
Style	06	Old Style			
Model	01	Residential			
Grade	03	Grade 3			
Stories	1.75				
Occupancy	1				
Exterior Wall 1	14	Wood Shingle			
Exterior Wall 2					
Roof Structure	03	Gable			
Roof Cover	03	Asphalt Shingl			
Interior Wall 1	03	Plastered			
Interior Wall 2					
Interior Flr 1	14	Carpet			
Interior Flr 2					
Heat Fuel	02	Oil			
Heat Type	04	Forced Air-Duc			1780
AC Type	01	None			
Total Bedrooms	3				
Total Bthrms	1				
Total Half Baths	1				
Total Xtra Fixtrs					
Total Rooms	7				
Bath Style	03	Average			
Kitchen Style	03	Average			
Built Ins	03	Average			
Ext Condition	03	Average			
Int Condition	03	Average			
Foundation	01	Concrete			
Outdoor Park	0				
Indoor Park	0				
Masonry Trim	01				
Insulation	03	None			

OB-OUTBUILDING & YARD ITEMS(L) / XT-BUILDING EXTRA FEATURES(B)

Code	Description	Sub	Sub Description	L/B	Units	Yr	Gde	Dp	Rt	End
GAR	GARAGE			L	484		02			02
BGR	BASEMENT G			B	2	1975	1			

BUILDING SUB-AREA SUMMARY SECTION

Code	Description	Living Area	Gross Area	Eff. Area
BAS	First Floor	836	836	836
FUS	Upper Story, Finished	204	204	204
TQS	Three Quarter Story	432	432	324
UBM	Basement, Unfinished	0	636	636
UOP	Porch, Open, Unfinished	0	80	80
WDK	Deck, Wood	0	36	36
Ttl. Gross Liv/Lease Area:		1,364	2,224	2,116



CITY OF NEWTON

IN BOARD OF ALDERMEN

September 2, 2014

ORDER OF TAKING
FOR SCHOOL PURPOSES
1316 BEACON STREET

WHEREAS, in the opinion of the Board of Aldermen the public necessity and convenience require the acquisition by eminent domain of the parcel of land, together with improvements thereon, known as 1316 Beacon Street ("the Parcel"); and

WHEREAS, the Parcel consists of approximately 10,958 square feet with buildings thereon, as described in a deed dated February 6, 2012, and recorded on February 27, 2012, with Middlesex County Registry of Deeds, at Book 58559 Page 73; and

WHEREAS, the City has authorized and received an appraisal of the value of the Parcel in the form of the FY15 tax assessment of the Parcel; and

THEREFORE, by vote of the Board of Aldermen, acting on behalf of the City of Newton under General Laws Chapter 79 of the Massachusetts General Laws, it is hereby

ORDERED: That the Parcel be and hereby is taken in fee, together with all rights, title and interest in the Parcel. So far as is known to the Board, the record owner and mortgagee and foreclosed owner for the Parcel are as follows:

Record Owner: Wells Fargo Bank, N.A., as Trustee for Securitized Asset Backed
Receivables LLC Trust 2004-OP2, Mortgage Pass-Through
Certificates, Series 2004-OPT2
Bk 58559 Pg 73

Mortgagee: Same as Record Owner, having been assigned the mortgage held by
Option One Mortgage Corporation
Bk 42734 Pg 288

Foreclosed Owner: Jerilynn A. Okamura

In accordance with General Laws Chapter 79, it is further

ORDERED: That the award of damages in the amount of Five Hundred Seventy-Five Thousand Dollars (\$575,000.00) is hereby made as a result of this eminent domain taking, to be paid to the persons entitled thereto; and it is further

ORDERED: That in accordance with General Laws Chapter 79 Section 1, the trees upon and structures affixed to said Parcel are hereby included as part of this taking; and it is further

ORDERED: That the Parcel is taken for school use; and that custody and management of the Parcel is hereby assigned to the Newton Public Schools.

Under Suspension of Rules
Readings Waived

(SGD) DAVID A. OLSON
City Clerk

(SGD) SETTI D. WARREN
Mayor

Date: _____

may#256-14(?)
DRAFT

CITY OF NEWTON
IN BOARD OF ALDERMEN

September 2, 2014

ORDERED:

That, in accordance with the recommendation of the Finance Committee through its Chairman Leonard J. Gentile, the Mayor is authorized to enter into an agreement with the current and foreclosed owners of real property located at 1316 Beacon Street to pay damages up to a maximum amount of Five Hundred Ninety Thousand Dollars (\$590,000) for the taking of the real property located at 1316 Beacon Street which damages may include potential relocation costs payable pursuant to G.L. c. 79A

AND

That the transfer of funds in the amount of Five Hundred Ninety Thousand Dollars (\$590,000) from the Capital Stabilization Fund – 2013 Override Projects to the Zervas Land Taking Account for the purpose of funding said agreement be and is hereby approved as follows:

FROM:	Capital Stabilization Fund 2013 Override Project (39H104-593032C2).....	\$590,000
TO:	Zervas Land Taking (32C2A15-5810).....	\$590,000

Under Suspension of Rules
Readings Waived and Approved

(SGD) DAVID A. OLSON
City Clerk

(SGD) SETTI D. WARREN
Mayor

Date: _____