

sion line between land acquired by the town of Concord for the Concord water works and land of Califf thence Northerly (bounded easterly) by the said Concord land sixty one (61) feet to a point; thence South fifty-four degrees thirty-one minutes West (S. 54° 31' W.) eighty eight (88) feet to a point; thence South eighty-three degrees fourteen minutes West (S. 83° 14' W) one hundred and seventy eight (178) feet to a point; thence South sixty degrees eight minutes West (S. 83° 08' W)\* two hundred and thirty two (232) feet to a point; thence South thirty-five degrees two minutes W. (S. 35° 02' W) two hundred (200) feet to a point; thence South twenty degrees twenty-three minutes West (S. 20° 23' W) two hundred and ninety one (291) feet to a point near a brook thence South fifteen degrees fifty minutes east (S. 15° 50' E) two hundred and twenty (220) feet to a point; thence South fifty two degrees fifty-three minutes east (S. 52° 53' E.) three hundred and thirty (330) feet to a point; thence South forty two degrees twenty seven minutes East (S. 42° 27' E.) one hundred and sixty five (165) feet to a point; thence South forty four degrees thirty minutes East (S. 44° 30' E) three hundred and thirty two (332) feet to a point; thence South fifty five degrees ten minutes East (S. 55° 10' E) one hundred and eighty nine (189) feet to a point; thence South twenty nine degrees eleven minutes East (S. 29° 11' E) three hundred and seventy eight (378) feet to the high water mark of the said pond; thence Northwesterly, Northerly and Easterly by the high water mark of the said pond to the point of beginning. The above points are now marked by spikes set in the ground, and all the above measurements are approximate. The above described parcel of land contains about four and twelve hundredths (4.12) acres, being as shown on the said plan drawn by E. A. W. Hammatt C. E., entitled "Plan of Lands taken for Preserving the Purity of Sandy Pond in Lincoln Mass" and the owners thereof so far as known are as follows:

In part by Edna G. Calef	In part by Martha J. Wheeler
In part by Stowe Heirs	In part by Charles S. Smith
In part by A. L. Johnson	In part by Francis Smith

And we further certify that the parcels and tracts of land described in the foregoing vote are taken and held by the said town for the purposes named therein and that this certificate is made for the purpose of filing the same in the Registry of Deeds for the Southern District of the County of Middlesex in compliance with the terms of the said act. IN WITNESS WHEREOF

## JULIA BEMIS LIBRARY FUND, 1905

Lincoln, Sept. 26, 1905.

Hon. Charles F. Adams,  
Chairman of Lincoln Library Trustees:

Dear Sir:

I enclose my check for \$1,000, to be used for the benefit of Lincoln Public Library. If the Trustees approve, I would request the income be applied for five years, at least, to increase the salaries of our faithful and efficient Librarians.

Respectfully submitted,

(Signed) JULIA A. BEMIS.

## CENTER SCHOOL, 1907

KNOW ALL MEN BY THESE PRESENTS that I, Charles S. Smith, of Lincoln, Massachusetts, in consideration of one dollar and other valuable consideration paid by the Inhabitants of Lincoln, a municipal Corporation within the County of Middlesex, in said Massachusetts, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell, and convey unto the said Inhabitants of Lincoln a parcel of land in said Lincoln bounded and described as follows: on the northerly side by the road running from the centre of the Town to the Station of the Fitchburg Railroad and known as the Station Road; on the easterly side by land now or formerly of John H. Pierce; on the southerly side by other land of the grantor by a line parallel to the southerly line of said Station Road and distant southerly therefrom four hundred and twelve and one-half feet, and on the westerly

\*Sic

side by land now or formerly of Roger Sherman by a line along the centre of a twenty-foot roadway, together with the right to use said twenty-foot roadway for any and all purposes in common with others having like right; said parcel of land containing about four acres more or less, and that part of said twenty-foot roadway lying within said bounds is subject to the right described in the deed to me from Roger Sherman, dated March 8th, 1901, and recorded with Middlesex South Dist. Deeds, book 2884, page 195.

Said land is conveyed upon the condition that a schoolhouse shall be built upon said land within two years from the date hereof, and if the grantee shall fail to build a schoolhouse within said time, or thereafter shall fail to maintain upon said land a schoolhouse or schoolhouses, then in any such case, the grantor, his heirs and assigns may enter and repossess himself or themselves of the grantor's former estate therein, and said land is also conveyed subject to the restriction that it shall only be used for a schoolhouse or houses and for uses incidental and connected therewith, and may also be used for the purposes of a park, recreation and playground and for athletic exercises and contests so long as it is used for school purposes.

TO HAVE AND TO HOLD the granted premises, with all the privileges and appurtenances thereto belonging, to the said Inhabitants of Lincoln and its successors and assigns, in fee simple forever; subject, however, to the conditions aforesaid.

AND I hereby for myself and my heirs, executors and administrators, covenant with the grantee and its successors and assigns that I am lawfully seized of the granted premises; that they are free from all incumbrances; made and suffered by me, except as aforesaid; that I have good right to sell and convey the same as aforesaid; and that I will and my heirs, executors, and administrators shall warrant and defend the same to the grantee and its successors and assigns forever against the lawful claims and demands of all persons, claiming by, through, or under me, except as aforesaid.

AND for the consideration aforesaid I, Mary I. Smith, wife of Charles S. Smith, do hereby release unto the said grantee and its successors and assigns all right of or to both dower and homestead in the granted premises, and all rights by statutes and all other rights therein.

IN WITNESS WHEREOF

## PIERCE PARK AND HOSPITAL FUND, 1907, 1919, 1930

WILL OF JOHN H. PIERCE DATED 8 APRIL, 1907

All the rest, residue and remainder of my estate, real, personal and mixed, of which I shall die seized or possessed or to which I may be in any way entitled at my decease, I give, devise and bequeath unto ALONZO P. WEEKS of Winchester and ELIHU G. LOOMIS of Bedford, both in said County of Middlesex, and their several heirs, executors, administrators, successors and assigns, but IN TRUST NEVERTHELESS and for the uses and purposes following, that is to say, —

To invest the same in good and productive real estate and personal securities, having more regard to the security of the principal than to the amount of income to be derived therefrom, but with authority in their discretion to retain the investments made by me in my lifetime:

To reinvest the proceeds thereof in good and productive securities upon the same trusts as herein stated:

Upon the decease of my said son ROBERT MORRIS PIERCE leaving a widow living at his decease, then to pay over the sum of Three Thousand dollars (\$3000) per year in equal quarterly payments to the widow of my said son for and during the term of her natural life surviving her said husband.

Upon the decease of my said daughter Elsie Pierce I give, devise and bequeath my farm and house in said Lincoln to the INHABITANTS OF LINCOLN, and in addition thereto an annual income of Three Thousand (3000) dollars for the maintenance of the same, the same to be used for a Hospital and Park for the use and enjoyment of the Inhabitants of Lincoln forever. A sum requisite in the judgment of my said trustees to produce said annual income of Three thousand dollars is to be reserved by my said trustees and their successors out of the principal of my estate and invested by them in accordance with the rules laid down in this will, and the income paid to the Inhabitants of Lincoln in equal quarterly payments forever.

WILL OF ELSIE PIERCE DATED 13 SEPTEMBER, 1919

The remaining Twenty-five Thousand Dollars of said Fifty Thousand Dollars I give and bequeath unto ALONZO P. WEEKS of Winchester and ELIHU G. LOOMIS of Bedford, both in said County of Middlesex, and their heirs, executors, administrators, successors and assigns, but IN TRUST, NEVERTHELESS, and for the uses and purposes following, that is to say, —

To invest the same in good and productive real estate and personal securities, having more regard to the security of the principal than to the amount of income to be derived therefrom;

To reinvest the proceeds thereof in good and productive securities upon the same trusts as herein stated;

To expend the net income thereof as follows:

To pay to my brother ROBERT MORRIS PIERCE and his wife GRACE DORR PIERCE and the survivor of them the whole of said income in quarterly payments for and during the term of the natural lives of them and of the survivor of them, the same not to be in any way subject to their debts or to the debts of either of them; granting to my said trustees authority in their discretion to pay said income to my brother and his wife personally or to expend the same for their maintenance and support during their joint lives and the life of the survivor of them.

Upon the decease of the last survivor of my said brother and his wife to pay the annual income of said Twenty-five Thousand Dollars to the INHABITANTS OF LINCOLN in quarterly payments forever, the same to be expended in connection with the bequest made by my father in his will for the maintenance and preservation of a hospital and park for the use and enjoyment of the Inhabitants of Lincoln forever.

DEED OF PROPERTY TO THE TOWN OF LINCOLN BY ROBERT MORRIS PIERCE AND GRACE DORR PIERCE DATED 1 MARCH, 1930

KNOW ALL MEN BY THESE PRESENTS that I, ROBERT M. PIERCE, of Montclair, New Jersey, in consideration of one dollar and other valuable considerations to me paid by the Inhabitants of the Town of Lincoln, situated in Middlesex County, Massachusetts, do hereby grant to the said Inhabitants of the Town of Lincoln with quitclaim covenants a parcel of land in said Lincoln bounded and described as follows:

Beginning at the northerly corner thereof at a stone bound and land of the town of Lincoln used for school purposes and running Southeasterly by land of John H. Pierce Estate three hundred, forty-nine and one-tenth (349.1) feet to a bolt; thence Southwesterly by land of said Estate of John H. Pierce one hundred eleven and four-tenths (111.4) feet to a stone bound; then Northwesterly by land now or formerly of Mary W. Sherman three hundred forty-nine and one-tenth (349.1) feet to a stone bound; thence Northeasterly by said land of the town of Lincoln one hundred twelve and three-tenths (112.3) feet to the point of beginning; containing 89/100 of an acre. being the same premises conveyed to my late sister, Elsie Pierce, by deed from Roger and Mary Sherman duly recorded with Middlesex South District Deeds, Book 4146, page 421.

TO HAVE AND TO HOLD the granted premises with all the privileges and appurtenances thereto belonging, to the said Inhabitants of the Town of Lincoln and their heirs and assigns to their own use and behoof forever;

But on condition nevertheless, as follows:

At a special town meeting held on May 21, 1927, several votes were passed relative to certain bequests of my father, the late John H. Pierce, and my sister, the late Elsie Pierce, to the Inhabitants of the Town of Lincoln, grantees herein. To accomplish the purposes of the said votes I therefore make it a condition of this deed that I be permitted during my lifetime to occupy and to possess for a residence the house and buildings left to the Town of Lincoln by my said father together with the grounds adjacent thereto sufficient to make a satisfactory home, said grounds being defined as bounded and described as follows:

Beginning at a point on Weston Road fifty (50) feet north of the northerly side line of the entrance drive to said house; thence by a curved line parallel to the said side line of said drive and fifty (50) feet distant therefrom to the point where said drive ends behind the barn on said premises; thence by a curved line parallel to and fifty (50) feet distant from the outer side

WILL OF ELSIE PIERCE DATED 13 SEPTEMBER, 1919

The remaining Twenty-five Thousand Dollars of said Fifty Thousand Dollars I give and bequeath unto ALONZO P. WEEKS of Winchester and ELIHU G. LOOMIS of Bedford, both in said County of Middlesex, and their heirs, executors, administrators, successors and assigns, but IN TRUST, NEVERTHELESS, and for the uses and purposes following, that is to say, —

To invest the same in good and productive real estate and personal securities, having more regard to the security of the principal than to the amount of income to be derived therefrom;

To reinvest the proceeds thereof in good and productive securities upon the same trusts as herein stated;

To expend the net income thereof as follows:

To pay to my brother ROBERT MORRIS PIERCE and his wife GRACE DORR PIERCE and the survivor of them the whole of said income in quarterly payments for and during the term of the natural lives of them and of the survivor of them, the same not to be in any way subject to their debts or to the debts of either of them; granting to my said trustees authority in their discretion to pay said income to my brother and his wife personally or to expend the same for their maintenance and support during their joint lives and the life of the survivor of them.

Upon the decease of the last survivor of my said brother and his wife to pay the annual income of said Twenty-five Thousand Dollars to the INHABITANTS OF LINCOLN in quarterly payments forever, the same to be expended in connection with the bequest made by my father in his will for the maintenance and preservation of a hospital and park for the use and enjoyment of the Inhabitants of Lincoln forever.

DEED OF PROPERTY TO THE TOWN OF LINCOLN BY ROBERT MORRIS PIERCE AND GRACE DORR PIERCE DATED 1 MARCH, 1930

KNOW ALL MEN BY THESE PRESENTS that I, ROBERT M. PIERCE, of Montclair, New Jersey, in consideration of one dollar and other valuable considerations to me paid by the Inhabitants of the Town of Lincoln, situated in Middlesex County, Massachusetts, do hereby grant to the said Inhabitants of the Town of Lincoln with quitclaim covenants a parcel of land in said Lincoln bounded and described as follows:

Beginning at the northerly corner thereof at a stone bound and land of the town of Lincoln used for school purposes and running Southeasterly by land of John H. Pierce Estate three hundred, forty-nine and one-tenth (349.1) feet to a bolt; thence Southwesterly by land of said Estate of John H. Pierce one hundred eleven and four-tenths (111.4) feet to a stone bound; then Northwesterly by land now or formerly of Mary W. Sherman three hundred forty-nine and one-tenth (349.1) feet to a stone bound; thence Northeasterly by said land of the town of Lincoln one hundred twelve and three-tenths (112.3) feet to the point of beginning; containing 89/100 of an acre. being the same premises conveyed to my late sister, Elsie Pierce, by deed from Roger and Mary Sherman duly recorded with Middlesex South District Deeds, Book 4146, page 421.

TO HAVE AND TO HOLD the granted premises with all the privileges and appurtenances thereto belonging, to the said Inhabitants of the Town of Lincoln and their heirs and assigns to their own use and behoof forever;

But on condition nevertheless, as follows:

At a special town meeting held on May 21, 1927, several votes were passed relative to certain bequests of my father, the late John H. Pierce, and my sister, the late Elsie Pierce, to the Inhabitants of the Town of Lincoln, grantees herein. To accomplish the purposes of the said votes I therefore make it a condition of this deed that I be permitted during my lifetime to occupy and to possess for a residence the house and buildings left to the Town of Lincoln by my said father together with the grounds adjacent thereto sufficient to make a satisfactory home, said grounds being defined as bounded and described as follows:

Beginning at a point on Weston Road fifty (50) feet north of the northerly side line of the entrance drive to said house; thence by a curved line parallel to the said side line of said drive and fifty (50) feet distant therefrom to the point where said drive ends behind the barn on said premises; thence by a curved line parallel to and fifty (50) feet distant from the outer side

line of the drive around the circle on the westerly side of said house to the southernmost point of said drive; thence southeasterly in a straight line to said Weston Road; thence along said Weston Road to the point of beginning.

In consideration of such use and occupancy of the said premises I covenant for so long as I possess the same to pay to the Town of Lincoln on the first day of November each year, commencing with the first day of November, 1930, an amount in lieu of rent to be assessed as taxes on the said premises at a valuation not to exceed \$15,000. I further covenant during my possession of the said premises to keep said house and buildings insured in an amount of \$35,000. I further covenant during my possession of the said premises to pay the water rates assessed upon the said property by the Town of Lincoln. I further covenant during my possession of the said premises to maintain the same at all times in as good condition as at the date of these presents and to allow no strip nor waste thereof. I further covenant not to do any act which could be construed to be a lease of said premises or any part thereof to any person or persons without the approval of the Inhabitants of the Town of Lincoln or their duly authorized representatives.

Possession of the said premises hereinabove fixed as the limit for liability upon the foregoing covenants shall be said to terminate upon my death or at such earlier time as at my option I shall deliver up the keys to said house and buildings and surrender the property to the Inhabitants of the Town of Lincoln or their duly authorized representatives.

Failure to observe the foregoing covenants or any of them shall be conclusively presumed to operate as a waiver of the condition of this deed.

Pursuant to the votes hereinbefore referred to I further make it a condition of this deed that if the trust under the will of my said father, John H. Pierce, shall be at any time insufficient to pay in full both the annuity named therein of \$3,000 to my wife, Grace D. Pierce, after my death, and the annuity named therein of like amount to the Town of Lincoln the deficit in the annuity payment to the said Grace D. Pierce shall be made up from the annuity which would be payable to the Town of Lincoln.

Failure to perform the conditions hereinabove set forth or either of them shall be conclusively presumed to operate as a defeasance of the title vested in the grantees by this deed. Title to the property conveyed shall thereupon revert in me or in my heirs in the event that such defeasance shall occur after my death.

And for the consideration aforesaid I, Grace D. Pierce, wife of the said Robert M. Pierce, do hereby release unto the said grantees and their heirs and assigns all right of or to both dower and homestead in the granted premises, and all other rights and interests therein.

IN WITNESS WHEREOF

COMPROMISE AND DECREE OF COURT  
THE COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

Supreme Judicial Court In Equity

TOWN OF LINCOLN,

Petitioner,

vs.

ATTORNEY GENERAL OF THE COMMONWEALTH  
and others

Respondents.

FINAL DECREE

This cause came on to be heard at this sitting and was argued by counsel; and thereupon, upon consideration thereof, it is ordered, adjudged and decreed:

1. That the Town of Lincoln be and it hereby is authorized to rent, sell or make such other disposition of the buildings given by the late John H. Pierce to the said Town of Lincoln as in their discretion the Selectmen shall consider advisable; and to use any proceeds from such renting or other

disposition of said buildings in conjunction with the income given by the wills of the late John H. Pierce and the late Elsie Pierce as hereinafter provided.

2. That the Town of Lincoln be and it hereby is authorized to use as much of the annual income bequeathed to it under the wills of the late John H. Pierce and the late Elsie Pierce as in their discretion the Selectmen of the said Town of Lincoln shall consider advisable for the maintenance of the property devised to the said Town of Lincoln by the said John H. Pierce for a park; and to use the balance of said income to provide hospital treatment for such inhabitants of the said Town of Lincoln as in their opinion the said Selectmen shall consider to be in financial need thereof.

By the Court,

JOHN F. CRONIN,  
*Clerk.*

March 8, 1930.

## PIERCE FUNDS, 1908

### CODICIL TO WILL OF JOHN H. PIERCE DATED 24 NOVEMBER, 1908

To the INHABITANTS OF LINCOLN I give and bequeath the sum of Five hundred dollars to be invested by them in some savings bank and the income thereof expended for the care of the cemetery lot owned jointly by myself and my brother Samuel H. Pierce in the Lower Cemetery so called in said Lincoln.

I furthermore give and bequeath to the INHABITANTS OF LINCOLN the sum of One thousand dollars in money the same to be invested and the income thereof expended in augmenting the salaries of the librarians of the Public Library in said Lincoln.

## ENGINE HOUSE LOT, 1912

KNOW ALL MEN BY THESE PRESENTS that whereas the town of Lincoln, a municipal corporation in the county of Middlesex and Commonwealth of Massachusetts on March tenth 1896, made a taking of lands in said Lincoln belonging to Francis Smith and recorded in Middlesex South District Deeds book 2445 page 242, and WHEREAS by deed dated January thirty first 1903 and recorded with Middlesex South District Deeds book 3072 page 141 the said town of Lincoln by mistake released to said Francis Smith the parcel described below so as aforesaid taken, NOW THEREFORE, I, Abigail P. Smith, of said Lincoln widow of and residuary legatee under the will of said Francis Smith in consideration of One dollar to me paid by the said town of Lincoln the receipt whereof is hereby acknowledged do hereby remise, release and forever quitclaim to the said town of Lincoln its successors and assigns, whatever title or property was conveyed to said Francis Smith by said deed of said town dated January thirty-first 1903 before mentioned, in and to the following described parcel: beginning at a point in the easterly side of the highway to Concord at land formerly of Francis Smith and at the corner of a certain parcel of land taken by the town of Lincoln as appears by the certificate of the water commissioners of said town recorded with Middlesex South District Deeds March 13, 1876, book of executions 27, page 230, thence running northeasterly by land formerly of said Francis Smith through a point 123 feet easterly from a point which was the northeasterly corner of the former pumping station measured from the lowest course of brick at said corner on a line which is the northerly line of said former pumping station produced easterly to said pond; thence running westerly by said pond to said land formerly taken by said town in 1876; thence running southwesterly by said last mentioned land to the point of beginning containing about one-quarter of an acre of land and being shown on a plan drawn by E. A. W. Hammett C. E. January 3, 1896 and recorded with Middlesex South District Deeds at the end of book 2445. To have and to hold the same to the said town of Lincoln its successors and assigns to its and their use and behoof forever; intending hereby to restore to the said town of Lincoln the title which it acquired under and by virtue of the taking of said parcel March tenth 1896 and for no other purpose. This conveyance is made without prejudice to the suit for damages by the Estate of Francis Smith against said town now pending. IN WITNESS WHEREOF

## SCHOOL LOT, 1947

I, Sumner Smith of Lincoln in the County of Middlesex and Commonwealth of Massachusetts, chusetts, for consideration paid, grant to the Inhabitants of the Town of Lincoln, a municipal corporation within the County of Middlesex and Commonwealth of Massachusetts, with quitclaim covenants, the land situated in Lincoln, in said County and Commonwealth, bounded and described as follows:—

Beginning at a point in the northwesterly side line of Lincoln Road two hundred thirty-two (232) feet southwesterly from the intersection of said northwesterly side line of Lincoln Road and the boundary line between land now or formerly of Harold S. Cousins and land now or formerly of Sumner Smith;

thence the line runs northwesterly one hundred fifty-two (152) feet more or less to a point;  
thence northwesterly one hundred fifty-six (156) feet more or less to a stone bound;  
thence northwesterly seventy (70) feet to a point;  
thence northwesterly, northerly and northeasterly one hundred two (102) feet more or less to a stone bound;

thence northeasterly one hundred sixty-one (161) feet more or less to a stone bound;  
thence northeasterly four thirty-one and 26/100 (431.26) feet to a stone bound;  
thence northeasterly two hundred twenty-five and 65/100 (225.65) feet to a stone bound;  
thence northwesterly two hundred fifty and 54/100 (250.54) feet to a stone bound;  
thence northwesterly three hundred forty-nine and 68/100 (349.68) feet to a point;  
thence southwesterly forty-six and 16/100 (46.16) feet to a point;  
thence southwesterly six hundred twelve and 59/100 (612.59) feet to a stone bound;  
thence southeasterly two hundred thirty-seven and 83/100 (237.83) feet to a stone bound;  
thence southwesterly one hundred sixty-six (166) feet more or less to a stone bound;  
thence southwesterly, southerly and southeasterly one hundred forty-three (143) feet more or less to a brook at land now or formerly of the estate of William C. Peirce; the last fourteen (14) courses and distances being by land of the Town of Lincoln.

thence southwesterly by said brook, by said land now or formerly of the estate of William C. Peirce, twenty-nine (29) feet more or less to a point at land now or formerly of the estate of Helen O. Storrow;

thence north 61° 38' 55" west, passing through a stone bound, one hundred nine (109) feet more or less to a stone bound;

thence north 85° 23' 00" west four hundred ten and 43/100 (410.43) feet to a stone bound;  
thence north 11° 14' 30" west two hundred seventeen and 80/100 (217.80) feet to a stone bound;  
thence north 22° 08' 40" west twenty-six and 11/100 (26.11) feet to a stone bound;  
thence north 4° 48' 50" west one hundred sixty-five (165) feet to a stone bound;  
thence north 44° 58' 50" east two hundred sixty and 70/100 (260.70) feet to a stone bound;  
thence north 2° 46' 50" east two hundred thirty-eight and 60/100 (238.60) feet to a stone bound;  
thence north 12° 22' 00" east two hundred seventy-eight and 52/100 (278.52) feet to a stone bound;

thence north 7° 03' 10" west ninety-eight and 21/100 (98.21) feet to a stone bound;  
thence north 19° 55' 30" east one hundred thirty-two (132) feet to a stone bound;  
thence north 34° 37' 40" east three hundred thirty (330) feet more or less to a point at land now or formerly of Sumner Smith; the last eleven (11) courses and distances being by said land now or formerly of the estate of Helen O. Storrow;

thence easterly by said land of Sumner Smith twenty-two (22) feet more or less to the center of the intersection of two brooks;

thence southeasterly, easterly and northeasterly by the center line of a brook, by said land of Sumner Smith four hundred eight (408) feet more or less to a point at land now or formerly of Palmer;

thence southerly by said land of Palmer, in part by a stone wall, one hundred eighty (180) feet more or less to a drill hole at a point where said stone wall joins another stone wall;

thence easterly by said land of Palmer, by said other stone wall, two hundred thirty (230) feet more or less to the center of a brook at land now or formerly of Sumner Smith;

thence in a general southeasterly, easterly, southerly and southwesterly direction by the center line of said brook, by land now or formerly of Sumner Smith, land now or formerly of Harold S. Cousins and other land now or formerly of Sumner Smith, one thousand five hundred twelve (1512) feet more or less to a point forty (40) feet northeasterly from the southwesterly boundary of land of the town of Lincoln over which the road to the ball field runs;

thence southeasterly by said land of Sumner Smith in a straight line, three hundred fifty-two (352) feet to a point in the northwesterly side line of Lincoln Road, which point is distant forty (40) feet northeasterly from the stone wall at the intersection of the boundary line between land now or formerly of the Estate of William C. Peirce and land of the Town of Lincoln with said northwesterly side line of Lincoln Road;

thence southwesterly by said Lincoln Road twelve (12) feet more or less to the point of beginning; being shown as Parcel A-1 containing nineteen and 82/100 (19.82) acres more or less and Parcel C containing two and 43/100 (2.43) acres more or less as shown on a plan entitles "Plan of Land in Lincoln, Mass., \*\*\* March 24, 1947, Everett M. Brooks Co., Civil Engineers," a copy of which is recorded in the Middlesex South District Registry of Deeds.

Said premises are conveyed subject to and in confirmation of a taking by said Inhabitants of the Town of Lincoln dated May 14, 1947 and recorded with Middlesex South District Deeds, which taking is not waived hereby.

And for the consideration aforesaid I do hereby for myself, my heirs, executors, administrators and assigns, acknowledge full payment and satisfaction for and do hereby release and forever discharge said Inhabitants of the Town of Lincoln from any and all claims and demands for damages arising out of said taking of said land, and do agree to indemnify and save harmless said Town of Lincoln from all claims of other persons and corporations, if any, arising out of said taking of said land if claimed within the statutory period for the commencement of such claims.

I, Alice W. Smith, wife of said grantor, release to said grantee, all rights of dower and homestead and other rights and interests therein.

WITNESS

## PIERCE PARK AND HOSPITAL FUND, 1947

TOWN OF LINCOLN

v.

ROBERT M. PIERCE, et als.

FINAL DECREE

(Supreme Judicial Court — In Equity No. 2494)

This cause came on to be heard at this term and was argued by counsel for the Plaintiff and the Defendants Pierce and Bradshaw and thereupon, upon consideration thereof, it is

ORDERED, ADJUDGED AND DECREED as follows;

1. That the Town of Lincoln be and it hereby is authorized to use the annual income and any accumulated income received by it under the wills of the late John H. Pierce and the late Elsie Pierce and rent and other income received by it under the authority of the decree of this court of March 8, 1930 in equity no. 2326 as follows:

A. So much thereof as the Board of Selectmen of the Town of Lincoln in their discretion shall consider advisable for the maintenance for park purposes of the real estate devised to the said Town by the said John H. Pierce.

B. From the remainder thereof to provide hospital treatment for such inhabitants of Lincoln as in their opinion the said Board of Selectmen shall deem to be deserving.

C. From the remainder thereof to provide such medical and nursing care and treatment as the Board of Health of the Town of Lincoln may recommend and the said Board of Selectmen may approve for such inhabitants of Lincoln as the said Board of Selectmen shall deem to be deserving, including dental care and treatment for school children and expert examination of and advice as to the health of children.

2. This decree shall apply to all income and accumulated income and other receipts referred to in paragraph 1 hereof received by the Town of Lincoln prior to the death of the respondent, Robert M. Pierce, but shall be without prejudice to any rights that the defendants Grace D. Pierce or Joanna Pierce Bradshaw or any other issue of John H. Pierce may have with respect to income thereafter accruing from, or to any principal of, the trust funds under the wills of John H. Pierce or Elsie Pierce.

3. That the Board of Selectmen of Lincoln pay out of the said fund, as costs and expenses of this proceeding, to its counsel, the sum of \$750.00 for services and his cash disbursements and to Leonard Wheeler, Jr., as counsel for the defendants Pierce and Bradshaw, the sum of \$250.00, and to the defendant Loomis Patrick, Trustee, the sum of \$150.00.

By the Court, Sitting at Boston (Dolan, J.)

/s/ CHARLES S. O'CONNOR,

*Clerk.*

Entered: October 8, 1947.