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BOOK 7777 PAGE 034

THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF ENVIRONMENTAL AFFAIRS  
DIVISION OF CONSERVATION SERVICES  
SELF-HELP PROGRAM  
PROGRAM AGREEMENT

Made this Twenty-fourth Day of December, 1984

between the Town of Gloucester

Hereinafter referred to as the PARTICIPANT, and the Commonwealth of Massachusetts acting by and through the Secretary of the Executive Office of Environmental Affairs, hereinafter referred to as the COMMONWEALTH.

WHEREAS, the PARTICIPANT has established a Conservation Commission under Mass. G.L. c. 40 s. 8C and has made application to the COMMONWEALTH for assistance under the Massachusetts Self-Help Program, so-called under Mass. G.L. c. 132A s. 11, as it may be amended, for a project briefly described as follows: (describe project and include description of property).

S.H. #4; this project will consist of the acquisition of 104+ acres of land in Dogtown Common by the Gloucester Conservation Commission.

, Hereinafter the PROJECT. WHEREAS, the COMMONWEALTH has reviewed said application and found the PROJECT to be in conformance with the purposes of Mass. G.L. c. 132A s. 11 (and any other relevant statutes or state program).

WHEREAS, the COMMONWEALTH has approved said application and has obligated certain funds in the amount of Two hundred and thirty-eight thousand dollars ( \$238,000.00 ).

Publication # 11171-4-250-1-79-CR  
Approved by Alfred C. Holland, State  
Purchasing Agent

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1. WITNESSETH: the COMMONWEALTH and the PARTICIPANT mutually agree to perform this agreement in accordance with the Massachusetts Self-Help Program, so-called, and Mass. G.L. c. 132A s. 11, and c. 40 s. 8C.
2. The PARTICIPANT agrees to perform the PROJECT described above by authorizing its CONSERVATION COMMISSION to manage, maintain and operate the PROJECT in accordance with the terms of and the obligations contained in the PARTICIPANT'S preliminary and final applications and any other promises, conditions, plans, specifications, estimates, procedures, project proposals, maps and assurances made a part thereof, and with any special terms and conditions attached hereto, all of which are incorporated by reference. All significant deviations from the PROJECT shall be submitted to the COMMONWEALTH for prior approval.
3. The PARTICIPANT agrees that the facilities of the PROJECT shall be open to the general public and shall not be limited to residents of the PARTICIPANT. The PARTICIPANT shall prominently display on the PROJECT a sign designated by the COMMONWEALTH indicating the PROJECT received Self-Help Funds.
4. The PARTICIPANT acknowledges Article 97 of the Massachusetts Constitution which states, in part, that: "Lands and easements taken or acquired for such (conservation) purposes shall not be used for other purposes or otherwise disposed of except by laws enacted by a two-thirds vote, taken by yeas and nays, of each branch of the general court." The PARTICIPANT hereby agrees that any property or facilities

BOOK 7777 PAGE 035

comprising the PROJECT will not be used for purposes other than those stipulated herein or otherwise disposed of, unless the PARTICIPANT receives the appropriate authorization from the General Court, the approval of the Secretary of Environmental Affairs, and any authorization required by the provisions of Mass. G.L. c. 41, s. 15A.

5. The PARTICIPANT further agrees that despite any such authorization and approval, in the event the property or facilities comprising the PROJECT are used for purposes other than those described herein, the PARTICIPANT shall provide other property and facilities of equal value and utility to be available to the general public for conservation and recreational purposes provided that the equal value and utility and the proposed use of said other property and facilities is specifically agreed to by the Secretary of Environmental Affairs.
6. Failure by the PARTICIPANT to comply with this PROJECT agreement may, at the option of the COMMONWEALTH, suspend or terminate all obligations of the COMMONWEALTH hereunder.
7. Finally, since the benefit desired by the COMMONWEALTH from the full compliance by the PARTICIPANT is the existence, protection and the net increase of conservation lands and public outdoor facilities which have been preserved in their natural state insofar as is practicable and because such benefit exceeds to an immeasurable and unascertainable extent the amount granted by this agreement, the PARTICIPANT agrees that payment by the PARTICIPANT to the COMMONWEALTH of money would be an inadequate remedy for a breach by the PARTICIPANT

of this agreement, and agree therefor that, as an alternative or an additional remedy, specific performance of the PARTICIPANT'S obligation under either Article 2 or Article 5 may be enforced by the COMMONWEALTH.

- 8. The PARTICIPANT agrees to record a copy of this agreement at the Southern Essex Registry of Deeds at the same time the deed for land comprising the PROJECT is recorded.

COMMONWEALTH OF MASSACHUSETTS

PARTICIPANT

BY *James Harte*  
Secretary, Executive Office of  
Environmental Affairs

City of Gloucester  
BY *Richard B. Robinson*  
Chief Executive Officer

CONSERVATION COMMISSION

BY *John C. Kennedy*  
*James Wolfe*  
*Richard Quinn*  
*William L. Linn*

Attached hereto evidence of authority to execute this contract on behalf of the PARTICIPANT: In the case of a municipality, a certified copy of the vote or votes of the governing body authorizing the PROJECT, appropriating the municipality's funds therefor, and authorizing execution of this Agreement by the Officer, Board, or Commission whose signature (s) appears above.

THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF ENVIRONMENTAL AFFAIRS  
DIVISION OF CONSERVATION SERVICES  
SELF-HELP PROGRAM  
AMENDMENT TO PROJECT AGREEMENT

The project agreement made 12/24/84 between the Commonwealth of Massachusetts and the City of Gloucester in order to accomplish the objectives of the Self-Help Program as established by Massachusetts General Laws Chapter 132A, Section 11, is hereby amended as follows: Self-Help #4, Dogtown Common.

Change fund assistance from \$238,000 to \$265,680.

In all other respects, the agreement of which this is an amendment shall remain in full force and effect. In witness whereof the parties hereto have executed this amendment as of the date entered below.

The PARTICIPANT agrees to record a copy of this amendment at the appropriate Registry of Deeds as an adjunct to the deed for land comprising the property and the original project agreement.

COMMONWEALTH OF MASSACHUSETTS

PARTICIPANT

By James J. Holt  
Secretary, Executive Office of  
Environmental Affairs

City of Gloucester  
By Richard R. Shaw  
Chief Executive Officer

CONSERVATION COMMISSION

By John C. Rousseau  
Stephen W. Welch  
Paul J. Gould  
William J. Donath

DATE 4/24/85



# CITY OF GLOUCESTER

GLOUCESTER · MASSACHUSETTS · 01930

OFFICE OF THE CITY CLERK

August 27, 1984

## CERTIFICATION

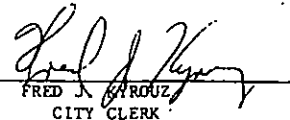
This is to certify that the Gloucester City Council, at its regular meeting held on August 21, 1984, voted unanimously to authorize the Gloucester Conservation Commission to seek funding under M.G.L. Chapter 132A, §11, and the Federal Land and Water Conservation Fund Program to assist the Commission with the acquisition of the following parcels of land in the Dogtown section of Gloucester, all shown on a Plan of Land Drawn for the City of Gloucester by John W. Parsons, dated July, 1977:

Parcel #2	34.2 <sup>±</sup> Acres Northwest of Dogtown Road
Parcel #7	7.9 <sup>±</sup> Acres at Dogtown Road and Cherry Street
Parcel #9	23.7 <sup>±</sup> Acres at Dogtown Road and Cherry Street
Parcel #10	12.1 <sup>±</sup> Acres South of Dogtown Road
Parcel #12	11.0 <sup>±</sup> Acres South of Dogtown Road
*Parcel #123	13.4 <sup>±</sup> Acres off Common Road
*Parcel #124A	9.4 <sup>±</sup> Acres off Common Road
Parcel #125A	6.2 <sup>±</sup> Acres off Common Road
*Parcel #127A	9.7 <sup>±</sup> Acres off Common Road

and to enter into any contracts therefor.

\*Partial interests thereof.

Attest:

  
 FRED J. PROSZ  
 CITY CLERK



# CITY OF GLOUCESTER

GLOUCESTER · MASSACHUSETTS · 01930

OFFICE OF THE CITY CLERK

May 30, 1985

## CERTIFICATION

This is to certify that the Gloucester City Council, at its regular meeting held on May 21, 1985, voted to approve the following motions:

1. Orders Authorizing the Takings of each of the nine Dogtown parcels of land in question by Eminent Domain (as per documents on file on file in the Office of the City Clerk), and
2. Orders of Appropriation for each of the nine parcels (as per sample legal documents on file in the Office of the City Clerk), and
3. Orders of Taking for each of the nine parcels as follows:

Parcel No.	Award Amount	Amount to Individual	Name of Owner
2	\$ 18,000.00	\$ 18,000.00	Doris H. Tasker
7	58,500.00	58,000.00	Owners Unknown
9	142,900.00	142,900.00	Owners Unknown
10	97,100.00	97,100.00	Owners Unknown
12	5,500.00	5,500.00	Owners Unknown
123	3,460.00	865.00	Doris H. Tasker
		288.33	Inez Hood Munroe
		2,306.67	James Russell Price
124A	2,430.00	202.50	Inez Hood Monroe
		607.50	Doris H. Tasker
		1,620.00	City of Gloucester
125A	1,600.00	1,600.00	Owners Unknown
127	2,510.00	627.50	Doris H. Tasker
		209.17	Inez Hood Monroe
		1,673.33	James Russell Price
		332,000.00	Total Amount to be Awarded

Attest:

*Fred J. Kyrouz*  
 FRED J. KYROUZ  
 CITY CLERK