

**Massachusetts Coastal and Estuarine Land
Conservation Program Application
Submitted to NOAA
December 30, 2005**

Task 1

**Center Hill Beach Conservation Project
Plymouth, Massachusetts**



View Looking South Along Center Hill Beach

**Submitted By:
The Massachusetts Office of Coastal Zone Management
In Partnership with the
Department of Conservation and Recreation
and
The Town of Plymouth, MA**

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Center Hill Beach Conservation Project---Task 1

Project Description/Scope of Work

Project Size and Relationship to the Coast and/or Estuary

Situated on Cape Cod Bay, the Center Hill Beach property includes 78 acres of pristine coastal land in Plymouth, Massachusetts. The property is one of largest remaining blocks of coastal land which has been available for purchase for open space protection. The property is located in the Ellisville Harbor Area of Critical Environmental Concern and a significant portion of the property has been identified as Core Habitat in the BioMap, as prepared by the Massachusetts Natural Heritage and Endangered Species Program (See Map A). Lastly, the property is also located within a designated coastal barrier beach designated by the Coastal Barriers Resources Act (CBRA). Together, the Town of Plymouth and the Department of Conservation and Recreation (DCR) in partnership with The Wildlands Trust of Southeastern Massachusetts have the rare opportunity to protect this oceanfront property.

The Center Hill Beach property totals 78 acres; 50 of which are on the “land side” of Center Hill Road and 28 of which are on the “ocean side” of Center Hill Road. The property includes one-half mile of beachfront on Cape Cod Bay. The property was acquired by the Joslin Diabetes Center (“JDC”), which acquired the premises via a bequest several decades ago. The Town of Plymouth has already taken steps to ensure the protection of this property. In November 2005, the Town purchased the 50-acre “land side” portion of the property for \$1,675,000.00 as part of Phase I for this acquisition. The negotiated sale price for Phase II, for the “ocean side” is \$4,000,000.00. The total project cost is \$5,675,000.00 (See Map B).

The subject property has long been a priority open space acquisition for the Town of Plymouth and several state environmental agencies as well. The “ENSR Open Space Corridor Plan”, a study commissioned by the Town of Plymouth’s Office of Planning and Development in 1999, identified 20 areas in Plymouth of particular strategic importance to establishing linkages between Cape Cod Bay and the 15,000-acre Myles Standish State Forest to the west, and also identified other locations of interest. The subject premises comprise much of “Priority Site Number 10” as identified in the report (Attachment C).

Conserving this oceanfront property would preserve one of the largest remaining blocks of acreage on the east side of Rt. 3A between Manomet and Ellisville Harbor, help to maintain the scenic quality of the area, preserve an unusual coastal pond, and afford public access to a spectacular stretch of Plymouth’s coastline

Legal Rights to be Acquired

The Town of Plymouth will acquire the fee interest in the property and DCR will acquire and co-hold a conservation restriction with The Wildlands Trust of Southeastern Massachusetts. The conservation restriction/easement will be held in perpetuity. It is anticipated that two public entities will hold title to the land.

CELCP Goals.

PRIMARY PURPOSE is CONSERVATION

1. Conservation

The 78-acre Center Hill Beach property is a keystone acquisition in a larger land protection planning effort to link the 15,000-acre Myles Standish State Forest to the coast. Myles Standish State Forest is the largest publicly owned recreation area in southeastern Massachusetts and is located inland in Carver and Plymouth. Among the pitch-pine/scrub oak habitat, the forest includes 16 ponds, several of which are ecologically significant coastal “kettle” ponds. The linkage of this unique inland state forest to the coast will establish linkage opportunities for recreation, historic and archaeological resource protection, landscape preservation, and contiguous stretches of habitat for a variety of inland and coastal wildlife

In addition, the Commonwealth of Massachusetts’ Ellisville Harbor State Park is also proximate to the south, though not directly abutting (Map B). This project would secure one of the last remaining large assemblages of acreage anywhere along the South Shore coastline, and the land would almost certainly face conversion to residential development in the absence of this project.

As described in more detail in the Ecological, Recreational, Historical, and Aesthetic Purposes sections of the grant application, the project exhibits an impressive mix of values that together contribute important benefits to the coastal and estuarine environment.

The property’s ecological and habitat diversity is noteworthy. Its coastal forest and woodland, barrier beach, and freshwater pond have earned it the impressive designation of BioMap Core Habitat by the Massachusetts Natural Heritage and Endangered Species Program as well as inclusion in the Commonwealth of Massachusetts’ Ellisville Harbor Area of Critical Environmental Concern. The water quality of Center Hill Pond is impressive as well. Although phragmites has been found along the Pond, its extent appears to be limited. It is anticipated that the Town, in cooperation with DCR, The Wildlands Trust, and other potential partners, will conduct an assessment of the need and the potential for eradicating the phragmites as well any other measures deemed necessary to restore the property to high ecological integrity.

The acquisition of this property also provides a tremendous opportunity to provide additional recreational opportunities and public access to the coast, which is a sorely needed resource. According to the Statewide Comprehensive Outdoor Recreation Plan, access to coastal resources is limited. Given the relatively low number of public beaches in southeastern Massachusetts, this property will be a welcome addition. The premises will offer the visitor a primarily undisturbed, tranquil stretch of shoreline and coastal bluff. The Town of Plymouth is committed to creating and maintaining public access to this outstanding property.

Although there are no recorded prehistoric sites on the Center Hill Beach property, the likelihood that they exist are very high. Ellisville Harbor State Park, which is just a short distance south of the Center Hill Beach property includes two significant 6000- year old sites. And, a third site exists just north of

the Center Hill Road property. Each of these three sites are identical ecologically to the Center Hill Beach property so a prediction can safely be made that archaeological sites exist here as well.

The subject property's aesthetic qualities are extraordinary, and of regional and statewide significance. From almost every vantage point it offers panoramic views of Cape Cod Bay and virtually the entirety of the Cape Cod landmass itself from Sandy Neck in Sandwich to the Pilgrim Monument in Provincetown. Pedestrians and travelers can gaze down upon Center Hill Pond, across the property's extensive beach area, and out to Cape Cod Bay. In addition, the aesthetics from the ocean provide views of one the largest undeveloped portions of the coastline in Massachusetts.

2. Ecological

The Center Hill Beach property consists of several different habitat types: coastal forest/woodland, barrier beach, and a freshwater pond. Because of these various habitat types, the property was designated as BioMap Core Habitat and Supporting Natural Landscapes by the Massachusetts Natural Heritage and Endangered Species Program (see Attachments F – photos).

Coastal woodlands are particularly rare and vulnerable in Massachusetts. Coastal Forests are mixed deciduous communities, and are often shorter than forests further inland, but taller than maritime forests. Communities are found in more protected areas along the coast, such as behind dunes and on slopes away from the water, and behind maritime forests. Coastal forests are sheltered from direct daily maritime influences (not in the daily salt spray zone, but receive wind and salt during storms). This is an uncommon natural community, dominated by oaks and other trees, especially American Holly, with a Lowbush Blueberry and Black Huckleberry shrub layer underneath. There is a small section of Center Hill Pond which has been affected by phragmites.

Typical animal species found in coastal forest include birds such as Rufous-sided Towhees, Gray Catbirds, Common Yellowthroats, Ovenbird, and Black-and-white Warbler. Small mammals such as meadow voles, and white footed mice, are common. Moths, butterflies, and other insects of the southeastern oak and oak-pine forest occur in the coastal forests. Eastern Box Turtle, a state-listed Species of Special concern, are also commonly found in coastal forests.

Numerous other species have been sighted on the property including, great blue herons, eiders, common loons, red fox, gray fox, deer, turkey, fisher, osprey, goldfinches, redwing blackbirds, cormorants, harbor seals, mussels, steamers, and bass. Right whales have been sighted just one-eighth of a mile off-shore.

This property is also part of the Ellisville Harbor Area of Critical Environmental Concern (ACEC), which comprises approximately 600 acres of widely diverse habitats and vegetation (see Map D) including a sheltered harbor, sandy beaches, salt marsh, steep bluffs, kettle holes, a small sphagnum bog, and scenic, rural upland sites with woodland and meadow. Its ponds and marshes are feeding and breeding grounds for many aquatic birds, and the salt marsh supports shellfish and finfish. The barrier beach system, dunes, and salt marshes provide storm protection for the low-lying inland areas.

The Ellisville Harbor area is an extensive and largely unaltered resource system. Among the natural components of the system, many are specified as Significant Resources Areas in the Massachusetts CZM Program. These include barrier beach system, dunes, three miles of sandy beach, 55 acres of salt marsh, productive shellfish beds, 195 acres of floodplain, and numerous significant scenic sites. The vegetation and wildlife habitat are diverse. The area is a spawning and nursery ground for many marine species as well as an important habitat for upland species and waterfowl. The beaches, dunes, and salt marshes provide protection against storms for low lying in-land areas. (ACEC Designation, 1980).

3. Recreational

Enhancing public access to Massachusetts' fragmented coastline is an increasingly difficult task for both the public sector and the nonprofit conservation community. The acquisition of the subject premises would provide a one-time opportunity to preserve a property that will offer access to a truly spectacular and unusual stretch of the southern Massachusetts coast. Comparatively few publicly accessible coastal properties currently exist in Plymouth, and even more unusual is the quality of experience the subject premises provide (see Attachment F – photos).

Unlike most of the more developed public coastal holdings, the subject premises offer the visitor a primarily undisturbed, tranquil stretch of shoreline and coastal bluff free of the commercial accompaniments typical of many beaches. Indeed, the property offers the visitor an experience that is more reminiscent of the outer reaches of the Cape Cod National Seashore than a coastal property along the busy South Shore. Shorebirds and seals are frequently observed along the premises' beach frontage. The Town of Plymouth is committed to creating and maintaining public access to this outstanding property. It is moving forward with planning efforts to design and create a substantial trailhead parking area to serve both the subject premises and the adjacent acreage acquired in November 2005. Access will be limited to pedestrian access for the purposes of non-motorized passive recreation consistent with the property's ecological values. Any activities not deemed consistent with the ecological integrity of the premises will be prohibited.

4. Historical

Although there are no recorded prehistoric sites on the prospective property, its archaeological sensitivity is very high. Ellisville Harbor State Park, which is just a short distance south of the Center Hill Beach property includes two sites discovered as part of an archaeological survey by Boston University and materials have been dated to ca. 6,000 years old. Also, approximately the same distance north of the Center Hill Beach property, another site was discovered years ago by a local collector. These three sites are identical ecologically to the Center Hill Beach property so a prediction can safely be made that archaeological sites exist here as well. The conservation restriction proposed for the property would be drafted to permit duly sanctioned and approved archeological surveys that would not conflict with its conservation values.

A Project Notification Form has been filed with the Massachusetts State Historic Preservation Officer, in order to determine what, if any, information is available about historic resources present on the property.

5. Aesthetic

The subject property's aesthetic qualities are extraordinary, and of regional and statewide significance. From almost every vantage point it offers panoramic views of Cape Cod Bay and virtually the entirety of the Cape Cod landmass itself from Sandy Neck in Sandwich to the Pilgrim Monument in Provincetown. One need not actually set foot upon the premises to enjoy its scenic qualities--from Center Hill Road, the property's western property boundary and a public way in the Town of Plymouth, pedestrians and travelers can gaze down upon Center Hill Pond, across the property's extensive beach area, and out to Cape Cod Bay.

There are also a series of foot trails which lead to various points of interest on the property, including a high bluff offering striking views of the beach, Center Hill Pond, and the beach itself (see Attachment F – photos).

Relevance to CELCP and Other State/Local Plans

Protection of this property is consistent with the Massachusetts Coastal and Estuary Land Conservation Plan developed by the Office of Coastal Zone Management. The site is identified in the MA CELC Plan as a potential "Project Area" primarily because of its proximity to the shoreline, undeveloped nature, significant size, and presence of important habitats. The MA Plan speaks to the need for conservation of significant undeveloped shorelines and areas within a 2000 ft buffer to the shoreline, especially large undisturbed habitats. Protection of the Center Hill Beach Property is also consistent with the MA Office of Coastal Zone Management's Program Plan and Policies. Conservation of this Property is consistent with and directly relates to the following CZM Program Policies:

- Water Quality Policy #2 - Ensure that nonpoint pollution controls promote the attainment of state surface water quality standards in the coastal zone.
- Habitat Policy #1 - Protect coastal resource areas including salt marshes, shellfish beds, dunes, beaches, barrier beaches, salt ponds, eelgrass beds, and fresh water wetlands for their important role as natural habitats.
- Coastal Hazard Policy #1 - Preserve, protect, restore, and enhance the beneficial functions of storm damage prevention and flood control provided by natural coastal landforms, such as dunes, beaches, barrier beaches, coastal banks, land subject to coastal storm flowage, salt marshes, and land under the ocean.
- Coastal Hazard Policy #4- Prioritize public funds for acquisition of hazardous coastal areas for conservation or recreation use, and relocation of structures out of coastal high hazard areas, giving due consideration to the effects of coastal hazards at the location to the use and manageability of the area.
- Public Access Management Principle #4 - Expand existing recreation facilities and acquire and develop new public areas for coastal recreational activities. Give highest priority to expansions or new acquisitions in regions of high need or limited site availability. Assure that both transportation access and the recreational facilities are compatible with social and environmental characteristics of surrounding communities.

■ Massachusetts Coastal Zone Management Plan

The project is consistent with the state's approved coastal zone management plan, in particular the policy concerning the preservation of coastal resources of statewide or regional significance.

■ Ellisville Harbor Area of Critical Environmental Concern

Designated in 1980 by the Executive Office of Environmental Affairs, the Ellisville Harbor Area of Critical Environmental Concern includes 656 acres. Areas of Critical Environmental Concern (ACECs) are places in Massachusetts that receive special recognition because of the quality, uniqueness, and significance of their natural and cultural resources. The purpose of the ACEC Program is to preserve, restore, and enhance critical environmental resources and resource areas of the Commonwealth of Massachusetts. Projects within an ACEC that are subject to state agency jurisdiction or regulation, particularly those that are initiated by an agency, require a state permit, or are funded by a state agency, are reviewed with closer scrutiny to avoid or minimize adverse environmental impacts. Ultimately, the designation provides a framework for citizens, communities, and agencies to work together and ensure the long-term preservation and management of these areas.

■ Statewide Land Conservation Plan

This acquisition project is consistent with the Statewide Land Conservation Plan, which was created through an inclusive and thorough process and has identified the most significant statewide and regional natural resources including: habitats, water resources, working farms and forests, potential outdoor recreation sites and greenways and urban parks.

■ Massachusetts Natural Heritage and Endangered Species Program BioMap

The BioMap has identified the project area as Core Habitat for rare or endangered species and exemplary natural communities in the Cape Cod and Islands ecoregion. Specifically, this area was delineated as BioMap Core Habitat for a natural community, Coastal Forest/Woodland.

■ Massachusetts Department of Conservation and Recreation Land Acquisition Strategy

This project is consistent with the goals and objectives set forth in the Department of Conservation and Recreation Land Acquisition Strategy, which specifically recommends the protection of coastal properties.

■ Town of Plymouth Open Space Plan

The Town of Plymouth's 2004 Open Space and Recreation Plan specifically identifies the subject premises as a valued scenic resource (pg. 43). In addition, Section VIII of the plan, "Goals and Objectives", establishes the goal of maintaining existing scenic views in Plymouth.

■ ENSR Open Space Corridor Plan

Commissioned by the Town of Plymouth's Office of Planning and Development in 1999, the report identified 10 areas in Plymouth of particular strategic importance to establishing a greenway. The Center Hill Beach property was identified as one of the property sites.

■ Coastal Barrier Resources Act

The Center Hill Beach property is within the federally designated Coastal Barrier Resource Area. Preventing further development of the property, and the gradual reduction of the present human occupancy of the property, will reduce the exposure of human life to catastrophic coastal events. In the same way, the potential for claims for federal disaster funds and other federal expenditures as a result of coastal disasters will be reduced. Protection of the property will assure that existing marshlands and uplands will continue their function of protecting inland locations from coastal events.

Manageability of the Project Site

■ The property is currently used by attendees of the Joslin Diabetes Center’s camp during the summer months, and some members of the general public, primarily individuals living in the Center Hill Road vicinity, visit the property’s extensive beachfront area. The surrounding area is lightly developed with several single-family residences, most of which are not visible or in any way conspicuous from most locations on the subject premises.

■ The habitat quality on the project site is good to excellent—little degradation or negative impacts are evident. The extent of invasive species on the site appears limited to the immediate shoreline of Center Hill Pond, the perimeter of which includes dense stands of Phragmites (*Phragmites australis*). It is anticipated that the Town, in cooperation with DCR, The Wildlands Trust, and other potential partners, will conduct an assessment of the need and the potential for eradicating the phragmites.

Long-term Use of the Site

■ The Town of Plymouth intends to manage the property consistent with the goals of providing passive recreation and protecting the property’s natural resources. DCR and the Wildlands Trust intend to complete a baseline monitoring report at or near the time of closing. The property would be monitored yearly as part of DCR’s Conservation Restriction Monitoring Program to ensure the property is managed in a way that is consistent with the terms of the conservation restriction.

■ The town also intends to facilitate controlled public access to the subject premises by creating a trailhead parking area with an informational kiosk that will include rules and regulations for visitors. The type and extent of access afforded to the public will be consistent with the perpetual obligation to protect the property’s ecological integrity. Joslin’s summer camp will cease operations following the town’s acquisition of the premises, and the town is assessing a range of potential uses for the camp building, including environmental education programs.

Threat of Conversion

■ Plymouth is one of the fastest-growing communities in Southeastern Massachusetts, which in turn is among the fastest-growing regions in the entire Commonwealth of Massachusetts. The subject premises are situated within an extremely desirable section of Plymouth, along one of the most scenic and unspoiled coastal expanses anywhere between Boston and the Cape Cod Canal. This proximity to the coast, as well as the corresponding easy access to major local and state roads, ensures that the subject premises and its surrounding area are eagerly prized by the development community.

■ The town’s competition for the subject premises consisted of several real estate development interests, and there is no doubt about the fate of the property if the town’s effort to acquire it fails—every developable portion of the land will be developed into residential house lots. Joslin has made it abundantly clear to all prospective purchasers that its primary interest, as well as its fiduciary responsibility, lies in liquidating the premises at full market value. The attached appraisal indicates that

current zoning would allow four new building lots, which would combine with the two existing improved lots for a total of six building lots. (The existing improvements include the previously referenced Summer Camp Building and a decrepit ranch-style dwelling that is slated for demolition and conversion into a trailhead parking area).

Project Readiness

■ The total cost for the protection of the entire Center Hill Beach property is \$5.675 million. As described earlier, the Town purchased the so-called “land side” of the property in the Fall of 2005 for \$1.675 million as Phase I for this project. The purchase of the so-called “ocean side” is scheduled to occur between late Spring and Fall of 2006 as Phase II for this project.

■ The project site has been identified, negotiations with the property owner Joslin Diabetes Center have been essentially completed (see next paragraph), a purchase and sale agreement has been executed (Attachment E), and an appraisal commissioned by Joslin was completed earlier in 2005. Other due diligence steps, including a title examination, have yet to be completed.

■ In order to liquidate the subject premises, Joslin must first obtain a “cy pres” motion from the Office of the Massachusetts Attorney General. This process is already well underway, and it is anticipated that Joslin will obtain the motion sometime during the first third of 2006.

Ability to Acquire Land

■ Both the Town of Plymouth and the Department of Conservation Recreation have demonstrated financial commitment to land acquisition in the past and in the future.

■ Traditionally, the Commonwealth has spent millions of dollars annually for open space acquisition programs and related activities to support a number of open space and other natural resource programs. Acquisition of land by DCR is legally authorized under Commonwealth of Massachusetts Regulations. In 2002, the Massachusetts Legislature passed an environmental bond bill authorizing an additional \$300,000,000 for open space acquisition, including coastal wetland areas, to continue these programs into the future.

■ In recent years, DCR has spent between \$3-12 million annually on open space protection, protecting thousands of acres across the Commonwealth. Acquisitions have included purchases of both fee interests and permanent conservation restrictions and easements. All land purchased by DCR is permanently protected under Article 97 of the Amendments to the Commonwealth’s Constitution. Within DCR, acquisitions are managed by a team of legal and land protection staff who have extensive experience in coordinating and completing real estate transactions.

■ The Town of Plymouth’s resolute commitment to funding land conservation efforts is perhaps best exemplified by its passage in 2002 of the Community Preservation Act (“CPA”). The Commonwealth of Massachusetts passed legislation authorizing the CPA in 2000, which enables municipalities to levy a real estate tax surcharge to help fund land conservation, historic preservation, and affordable housing. Since the act’s authorization in Plymouth, the town has expended over \$2.5

million dollars to complete six conservation projects, all of considerable ecological and/or recreational significance. The town's willingness to fund conservation projects did not begin with the passage of the CPA, however—it completed several notable conservation acquisitions in the past decade, including the Kapell-Stearns project in 2000 (67-acre property abutting the Myles Standish State Forest) and the Russell Mill Pond project along the Eel River. The proposed acquisition of the subject premises would be the latest, and perhaps the most impressive, municipal conservation project.

■ The Town of Plymouth's Community Preservation Committee ("CPC"), supported by its legal counsel and assisted by The Wildlands Trust of Southeastern Massachusetts, assumes primary responsibility for managing all CPA conservation acquisitions. As referenced above, the CPC has demonstrated expertise in moving projects through all phases of the acquisitions cycle through to completion. Properties acquired with CPA funds are placed under the care and custody of the Conservation Commission, which ensures that such properties are subject to protection from alienation under Article 97 of the Massachusetts Constitution (as referenced above, Article 97 protection also applies to lands acquired by DCR). In addition, it is anticipated that the land that is the subject of this grant will also be protected by a perpetual conservation restriction co-held by DCR and The Wildlands Trust of Southeastern Massachusetts.

■ Once acquired, this property will be used for passive recreation purposes including walking, beach-combing, and fishing. There are several trails which meander from Center Hill Road and the camp building through the woods down to the ocean. The property will be managed by the Town of Plymouth. The Town of Plymouth is committed to creating and maintaining public access to this outstanding property. It is moving forward with planning efforts to design and create a substantial trailhead parking area to serve both the subject premises and the adjacent acreage acquired in November 2005.

■ DCR and the Wildlands Trust intend to complete a baseline monitoring report at or near the time of closing. The property would be monitored yearly as part of our Conservation Restriction Monitoring Program to ensure the property is managed in a way that is consistent with the terms of the conservation restriction.

Ability to Manage Land

■ Two Town of Plymouth departments, the Recreation Department and Department of Public Works ("DPW"), and one town board, the Conservation Commission, will cooperatively manage the subject property. The DPW will assume responsibility for establishing and maintaining trailhead parking areas and trails, the Recreation Department will assume responsibility for creating and staffing programs, and the Conservation Commission will promulgate rules and regulations for the property and assume primary responsibility for monitoring its ecological condition and viability.

■ It is anticipated that the town's Conservation Planner and its Natural Resources Officer will be the personnel assuming primary day-to-day management responsibility, under the jurisdiction of the Conservation Commission. Both of these positions are full-time funded positions and should remain so for the foreseeable future given the demonstrated need for the functions these positions assume. In addition, there have been periodic discussions between the Conservation Commission and The Wildlands Trust of Southeastern Massachusetts, a regional land trust with extensive holdings in

Plymouth and demonstrated stewardship expertise, concerning the potential for establishing a full-time Plymouth stewardship position to be shared between the entities. Irrespective of whether the proposed position is eventually established, The Trust is already actively engaged in assisting planning efforts to create the prospective trailhead parking area and trail system, and will continue to help with these planning efforts.

■ As discussed above, the conservation will likely be co-held by DCR and the Wildlands Trust. A baseline monitoring report will be completed at or near the time of closing. DCR and the Wildlands Trust will partner to monitor the property yearly. Both DCR and the Wildlands Trust have in place a Conservation Restriction Monitoring Program to ensure the property is managed in a way that is consistent with the terms of the conservation restriction.

■ The Town, DCR, and the Wildlands Trust have enormous success in managing other properties for conservation. As the owner of over 600,000 acres, DCR is largest landowner in the Commonwealth. These lands are managed primarily for conservation, recreation, and water supply protection purposes. DCR has extensive field staff in place, which provide on-the-ground management, and other professional staff, which provide planning, and natural resource expertise. Funding for the care of DCR's holding come from state budget allocations.

■ The town owns and manages an extensive assemblage of conservation lands across its expansive 96-square mile area, including a town forest and Plymouth Beach, a superb barrier beach property. As referenced above, the Conservation Commission oversees the work of a Conservation Planner and a Natural Resources Director, and the establishment of these vital positions has significantly enhanced the town's land management capacity and expertise.

■ The Wildlands Trust has protected over 4,500 acres in Plymouth, Bristol, and Barnstable counties, including 30 conservation restrictions and agricultural preservation restrictions, and espouses a stewardship and land management credo that integrates habitat preservation and public access. In the event of an irreconcilable conflict between these management goals, the Trust affords priority to habitat preservation, although it typically achieves an equilibrium between the two. The Trust has a full-time Stewardship Director with over eight years of land management and conservation restriction monitoring experience. It was formed in Plymouth in 1973, has approximately one-quarter of its protected land portfolio within the town, and has a deep commitment to protecting Plymouth's rich natural heritage.

Other Pertinent Information

Purchase Details:

The total cost for the protection of the entire Center Hill Beach property is \$5.675 million. As described earlier, the so-called "land side" of the property was purchased by the Town in the Fall of 2005 for \$1.675 million. The purchase of the so-called "ocean side" is scheduled to occur between late Spring and Fall of 2006.

The purchase price of each Phase of the acquisition is based on appraised values. However, it should be noted that Joslin Diabetes Center did receive higher offers. It is also likely that at the time of the Phase II acquisition, independent appraisals conducted by DCR will indicate a bargain sale.

Matching funds for both phases of this project will come from the municipal funding for the Town of Plymouth's contribution, and state funding for DCR's contribution.

Expected Benefits:

- Project builds upon existing state and local conservation holdings – This property is located just north of DCR's Ellisville Harbor State Park. It also abuts the 50 acre "land side" purchase of the Center Hill Beach property.
- Project of a size to have significant regional profile or impact – Although the Town of Plymouth has over 50 miles of coastline, little of it is accessible to the public. There currently exist only a handful of locations that offer public access to the shore in this area, including Plymouth Long Pond and Ellisville Harbor State Park. Acquiring the Center Hill Beach property would enable public access to 2600 feet of lovely beach frontage along the Massachusetts coastline. Opportunities to acquire even small coastal properties are rare, let alone significant tracts such as this.
- Project is a cooperative effort – This project is a cooperative effort between the Town of Plymouth, the Department of Conservation and Recreation and The Wildlands Trust of Southeastern Massachusetts.
- Project match exceeds minimum non-federal match requirement – The project match exceeds the minimum non-federal match requirement by \$1,161,500.

**CENTER HILL BEACH PRESERVATION PROJECT
Plymouth, Massachusetts**

Suggested Budget Information Format

Please fill out the following tables and include the suggested information.

Remember that the total cost of the project needs to reflect the 1:1 match requirement. Grants from other federal funding sources may not be used to meet state/local match except as allowed by law.

Match may not have been used previously for any other project. If any in-kind match is to be used, the budget narrative should specify the amount and explain the relevance to the project. If the federal funds are to be used for, or if state/local match is being derived from, costs other than the purchase price, for example, costs of the title opinion, appraisal, environmental assessment, etc., the budget narrative should explain these costs and budget summary table should identify these costs by category (example table below):

BUDGET

Total cost of acquisition: \$5,675,000.00

Total funding requested from the CELCP: \$2,263,500.00

PROJECT BUDGET TABLE

Category	Amount (Note if cash or in-kind value of land or services)	Funding Source (Include information on all partners/entities making contributions to the project)	Funds Already Expended? (yes/no)
Fee purchase of 50 acres by Town of Plymouth (Phase I)	\$1,675,000.00	Town of Plymouth	Yes
Fee purchase of 28 acres by Town of Plymouth (Phase II)	\$1,000,000.00	Town of Plymouth	No
Purchase of conservation easement by Department of Conservation and Recreation	\$750,000.00	Department of Conservation and Recreation	No
Purchase of conservation easement by Department of Conservation and Recreation	\$2,250,000.00	CELCP	No

Appraisal	\$7,500.00	CELCP	No
Title	\$3,000.00	CELCP	No
Documentation of conservation easement	\$3,000.00	CELCP	No
TOTAL:	\$5,688,500.00		

(Suggested Categories: Land, Appraisals, Title Opinion, etc...)

CELCP BUDGET TABLE

In this table, please identify the costs associated only with requested CELCP funding and match.

Category	Federal Share	State/Local Share	Totals
Purchase of conservation easement	\$2,250,000.00	\$750,000.00 DCR CR purchase; \$1,000,000 Town of Plymouth fee purchase (Phase II)	\$4,000,000.00
Appraisal	\$7,500.00	\$7,500 portion of Town's fee purchase (Phase I)	\$15,000.00
Title, conservation restriction documentation	\$6,000.00	\$1,667,500 portion of Town's fee purchase (Phase I)	\$1,673,500.00
TOTAL:	\$2,263,500.00	\$3,425,000.00	\$5,688,500.00

(Suggested Categories: Land, Appraisals, Title Opinion, etc...)

Please note that the CELCP budget above reflects the purchase of a conservation restriction by DCR using CELCP grant funds at the time said grant funds become available. However, the completion of the transaction could occur as soon as the Spring of 2006. The Town of Plymouth and DCR may request permission to proceed with the closing prior to the grant being awarded. If permission is granted, the grant funds would be used to reimburse the Town of Plymouth and DCR for purchase of the Center Hill Beach property.

Land Acquisition Costs

- Discuss how the project costs were estimated. For example are the costs based upon an independent appraisal or are they based upon another assessment of fair market value?

The value of the property was estimated on the appraised value of the unencumbered fee interest in the property.

Matching Funds

- Discuss the source of matching funds and whether they are in the form of cash, in-kind, or donated land or land value from properties that enhance the proposed CELCP project.

The source of matching funds is in the form of cash contributed by the Town of Plymouth and the Department of Conservation and Recreation.

- Discuss if the funds are currently available or expected to be available within the performance period.

The match funds are strongly expected to be available within the performance period.

- Discuss the values of any property(s) that will be used for match and how this property(s) has similar values and benefits and will enhance the CELCP project that is proposed for acquisition with the federal share.

N/A

- Provide details on any in-kind match to document that they are reasonable costs.

N/A

Other Costs

- If funds are to be used for the administration of the acquisition of the project site, or other costs to support the acquisition, discuss how the funds are to be spent and provide dollar amounts.

N/A

Provide any other applicable budget information that will help in the review of your project.

Please note that the CELCP budget above reflects the purchase of a conservation restriction by DCR using CELCP grant funds at the time said grant funds become available. However, the completion of the transaction could occur as soon as the Spring of 2006. The Town of Plymouth and DCR may request permission to proceed with the closing prior to the grant being awarded. If permission is granted, the grant funds would be used to reimburse the Town of Plymouth and DCR for purchase of the Center Hill Beach property.

PROJECT TIMELINE (Estimated)
November 2005 – March 31, 2009

November 2005: The Town of Plymouth closed on Phase I on the Center Hill Beach Conservation Project.

April 2006: The Department of Conservation and Recreation completes appraisal and title work.

April - May 2006: The Town of Plymouth Town Meeting members vote to authorize the acquisition of Phase II of the Center Hill Beach Preservation Project.

May 2006: The Town of Plymouth, the Department of Conservation and Recreation and The Wildlands Trust of Southeastern Massachusetts determine the essential conditions of the proposed conservation easement.

May – October: Finalize proposed conservation easement document; closing of Phase II fee interest by Town of Plymouth.

June 1, 2006 – March 31, 2009: Closing on purchase of conservation easement by Department of Conservation and Recreation from the Town of Plymouth.

Center Hill Beach Preservation Project Project Application Checklist

(Note: NOAA may modify this checklist as needed, consistent with the Paperwork Reduction Act, to effectively implement the project application and selection process.)

The project applicant must complete and sign this Project Checklist and submit it to the National Oceanic and Atmospheric Administration, along with the other required application materials.

Applicant and Project Information

1. State: *Massachusetts*

2. Project Title: *Center Hill Beach Preservation Project*

3. Project Location (Approximate): (City, County, Major Intersections)

*Town of Plymouth
Plymouth County
Route 3A and Center Hill Road*

4. Project Applicant: *Town of Plymouth and the Massachusetts Department of Conservation and Recreation*

5. Total Cost: \$ <u>5,675,000</u>	CELCP Federal share (requested amount):	\$ 2,263,500.00
	State/Local Match Contributions:	\$ 3,425,000.00
	Other Federal:	\$ 0
	Other Non-Federal:	\$ 0

I ATTEST THAT THE STATEMENTS MADE AND OTHER INFORMATION PROVIDED IN THIS CHECKLIST ARE, TO THE BEST OF MY KNOWLEDGE, TRUE AND ACCURATE.

Christine A. Berry
Signature of Applicant

12/29/05
Date

Name of Signatory: *Christine A. Berry*
Title: *Land Protection Specialist*
Address: *251 Causeway Street, Suite 600, Boston, MA 02114*
Phone Number: *1(617) 626-1309*
Email: *christine.berry@state.ma.us*

6. Project Eligibility: *(Check all that apply. CELCP projects should meet all of these criteria, please explain any blanks below. If you need additional room to explain responses, attach a supplemental sheet to the checklist.)*

The proposed project:

- Is located in a coastal or estuarine area;
- Provides 1:1 match in the form of non-federal funds or other in-kind contribution;
- Will be held in public ownership and provide for conservation in perpetuity;
- Will provide for access to the general public, or other public benefit, as appropriate and consistent with resource protection;
- Protects important coastal and estuarine areas that have significant conservation, ecological, historical, aesthetic, or recreation values, or that are threatened by conversion from their natural or recreational state to other uses;
- Can be effectively managed and protected;
- Directly advances the goals, objectives, or implementation of an approved state CELCP plan or coastal management plan or program or NERR management plan approved under the Coastal Zone Management Act (CZMA), national objectives of the CZMA, or a local, regional or state watershed protection plan involving coastal states with approved CZM plans; and
- Is consistent with the state's approved CZM program.

7. Public Benefit:

a. The acquisition will be publicly held or under a publicly-controlled easement and is for public benefit. The project does not improve private property for private or commercial gain.

Yes No

The Acquisition will be publicly held in fee simple by the Town of Plymouth for the public benefit, and subject to a conservation restriction running to DCR and The Wildlands Trust of Southeastern Massachusetts. The project does not improve private property for private or commercial gain.

b. The property will be accessible to the general public. Yes No

c. If the answer to 7.b. is No, check any of the following reasons that apply and explain why access to the property will be limited.

Public Safety Resource Protection Geographically

Isolated/Inaccessible _____ School Outings _____ Scientific Research _____ Conservation Easement _____ Other (Please explain)

d. The property will be leased or rented. _____ Yes No (If yes, please explain.) (If you need additional room attach a supplemental sheet to the checklist)

However, it is possible that the relatively small camp building that formerly housed the Joslin Diabetes Center's Summer Camp might be rented. The undeveloped portion of the premises will not be leased or rented.

e. The public will be charged a user fee for access to or activities on the proposed property. _____ Yes No

If Yes, provide a description of the user fee that includes: how much, differential fees (if any), the need for the fees, and proposed use of the revenue. (If you need additional room attach a supplemental sheet to the checklist)

8. Title Opinion and Appraisal:

a. Documentation that the current owner is a willing participant in a process of negotiation for possible sale of property, or interests in property, for conservation purposes is attached. (This documentation may be in the form of a letter of willingness or intent, option letter, contract, or similar form.) Yes _____ No

Attached please find a copy of the purchase and sale agreement between the current owner of the premises, the Joslin Diabetes Center, and the Town of Plymouth (Attachment E0).

b. The applicant has obtained and attached an independent appraisal performed by a state-certified appraiser. Yes _____ No

The current owner commissioned an independent appraisal earlier in 2005, a copy will be provided. DCR will also commission a second independent appraisal.

c. A title opinion or title insurance report is attached. _____ Yes No

9. Location and Site Maps:

Site and location maps are included in the application Yes _____ No

A regional map showing the general location of the project and a map of the project site, which shows the location and extent of the proposed acquisition, as well as relationship to significant natural features (slope, wetlands, dunes, floodplains, access, etc.) and adjacent land uses should be included.

Compliance with Other Federal Authorities

10. State Historic Preservation Officer's (SHPO's) Clearance and National Historic Preservation Act:

a. The project will affect properties listed on the National Register of Historic Places (<http://www.cr.nps.gov/nr/>), eligible to be listed, or otherwise protected by section 106 of the National Historic Preservation Act (www.achp.gov/nhpp.html) or a similar State Preservation Act. Yes No

b. The Recipient has on file the SHPO's clearance. Yes No
(If No, the Recipient certifies, by signing this checklist, that the SHPO clearance is being sought and that land will not be purchased until SHPO clearance is received by the Recipient.)

11. National Flood Insurance Program:

a. Is the project located in a designated special flood hazard area, floodway or "V" zone on a National Flood Insurance Program Floodway Map (<http://www.fema.gov/maps>)?
 Yes No (If No, go to 12)

A portion of the project site is designated by FEMA a V2 and a V4 zone.

b. Is the community in which the project is located, participating in the Flood Insurance Program (www.fema.gov/nfip)?
 Yes No

12. Coastal Barriers Resource Act:

The project is located on a designated coastal barrier unit under the Coastal Barriers Resources Act (www.fws.gov/cep/cbrunits.html).
 Yes No

If the answer is Yes, provide a brief statement below or attach to this checklist a brief analysis as to how the proposed project is consistent with the three CBRA purposes: to minimize (1) the loss of human life, (2) wasteful federal expenditures, and (3) damage to fish, wildlife and other natural resources. *(If you need additional room attach a supplemental sheet to the checklist)*

The subject property is located within a coastal barrier beach unit designated by Congress in the CBRA (Town of Plymouth – CO6 – Center Hill Complex -13). The proposed project is consistent with the three CBRA purposes. Keeping the area in its natural state and preventing residential development will minimize loss of human life by preventing development on a dangerous coastal barrier. Wasteful federal expenditures will be avoided because no federal subsidies will be needed to rebuild after a potential hurricane or coastal storm. Coastal habitats supporting a variety of fish and wildlife including migratory birds, shorebirds, finfish, shellfish and sea turtles will be permanently conserved thereby minimizing damage to fish, wildlife and other natural resources.

13. Endangered Species Act:

Might the proposed project adversely affect threatened or endangered species or critical habitat under the jurisdiction of the National Marine Fisheries Service (NMFS) or U.S. Fish and Wildlife Service (USFWS) as defined by the Endangered Species Act? (www.fws.gov/endangered) or (www.nmfs.noaa.gov/pr/species). _____ Yes No

If the answer is No, provide a brief statement below explaining the basis for the conclusion. If the answer is Yes, provide a description of the adverse effects (minor and significant effects), the species or habitat affected, and any coordination between the state and the USFWS or NMFS. OCRM will not approve a project that USFWS or NMFS has determined will have a significant adverse affect on threatened or endangered species or critical habitat. *(If you need additional room attach a supplemental sheet to the checklist)*

While habitat on the site may be suitable for certain endangered species, there are currently no state or federally listed species on the property according to the Massachusetts Natural Heritage and Endangered Species Program.

14. Magnuson-Stevens Fishery Conservation and Management Act:

Could the proposed project have significant adverse impacts on essential fish habitat for federally managed fish? _____ Yes No

15. National Environmental Policy Act:

a. The proposed project may significantly affect the human environment. _____ Yes No

b. The proposed project involves unresolved conflicts concerning alternative uses of available resources. _____ Yes No

c. This action would have significant adverse effects on public health and safety. Yes No

d. This action will have highly controversial environmental effects. _____ Yes No

e. This action will have highly uncertain environmental effects or involve unique or unknown environmental impacts. _____ Yes No

f. The project will have significant adverse impacts on other natural resources not covered elsewhere in this checklist, e.g., beaches and dunes, wetlands, estuarine areas, wildlife habitat, wild or scenic rivers, reefs, or other coastal resources. _____ Yes No

g. The project will have insignificant effects when performed separately, but will have significant adverse cumulative effects. _____ Yes No

If the answer to any one subpart is Yes, then an Environmental Assessment (EA) or Environmental Impact Statement (EIS) may be required. For items answered Yes, provide a description of the resource(s) affected and the nature and scope of the effects. *(If you need additional room attach a supplemental sheet to the checklist)*

16. Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970:

If the proposed project involves the acquisition and/or modernization of real property, will the proposed project cause the displacement of:

- a. persons,
 Yes No
- b. businesses, or
 Yes No
- c. farm operations?
 Yes No

If the answer to any of the above is yes, provide an explanation of the number of displaced persons, including businesses and farm operations; what fair and reasonable relocation payments and advisory services will be provided to any displaced persons; and what provisions will be made to ensure that safe, decent, and sanitary replacement dwellings will be available to such persons within a reasonable period of time prior to displacement. *(If you need additional room attach a supplemental sheet to the checklist)*

17. Handicapped accessibility:

Will the proposed project be handicapped accessible?
 Yes No N/A

If No or N/A, provide a brief explanation as to how the project meets ADA handicapped accessibility requirements. *(If you need additional room attach a supplemental sheet to the checklist)*

The single building on the site is handicap accessible, however accessibility to the shoreline is limited due to the steepness of the coastal bank.

18. Environmental Justice:

Will the project have disproportionately high and adverse human health or environmental effects on minority or low-income populations? Yes No

19. State, Local and Tribal Laws:

The project is consistent with state, local, and tribal laws to protect the environment.
 Yes No

20. Environmental Hazards

Does the proposed property require evaluation and disclosure of known environmental hazards from prior use or operations? Yes No

If yes, discuss below what type of contamination is on the site, or suspected to be on the project site and the status of clean-up activities. *(If you need additional room attach a supplemental sheet to the checklist)*

21. Public Coordination:

Has the proposed project been subject to public review and coordination through a public notice or other public review process? Yes No

If "yes," please describe below, or attach a description to the checklist, of the results of that process and note when the coordination occurred. If "no," please explain. *(If you need additional room attach a supplemental sheet to the checklist)*

Phase 1 of the project was purchased by the Town of Plymouth on November 10, 2005. The initial phase consisted of 50 acres that is adjacent to the land currently proposed for acquisition. The Town of Plymouth used \$1,675,000 of municipal funds to cover the complete cost of the Phase 1 acquisition. These initial funds are included as part of the non-federal match for Phase 2 of this project. Phase 2 of the project has been approved in concept by Plymouth Town Meeting voters at the most recent Plymouth Town Meeting on October 24, 2005, as part of the town's two-phased initiative to acquire the entirety of Joslin Diabetes Center's holdings in Plymouth.

The town's Community Preservation Committee presented the proposed project to many town boards and committees prior to the town meeting, including the Board of Selectmen, Finance Committee, and Open Space Committee. In addition, the project has received considerable local press coverage during the fall of 2005.

Lastly, DCR will be required to publish public notices prior to the acquisition of the conservation restriction. Thirty-day notices will be published in the Massachusetts Central Register, a weekly source for governmental information including state, county and municipal proposals for the sale or transfer of real property. In addition, DCR will also be required to submit a 120-day notice and 60-day public announcement to the Town of Plymouth as well as the applicable regional planning agency, state representative and state senator.

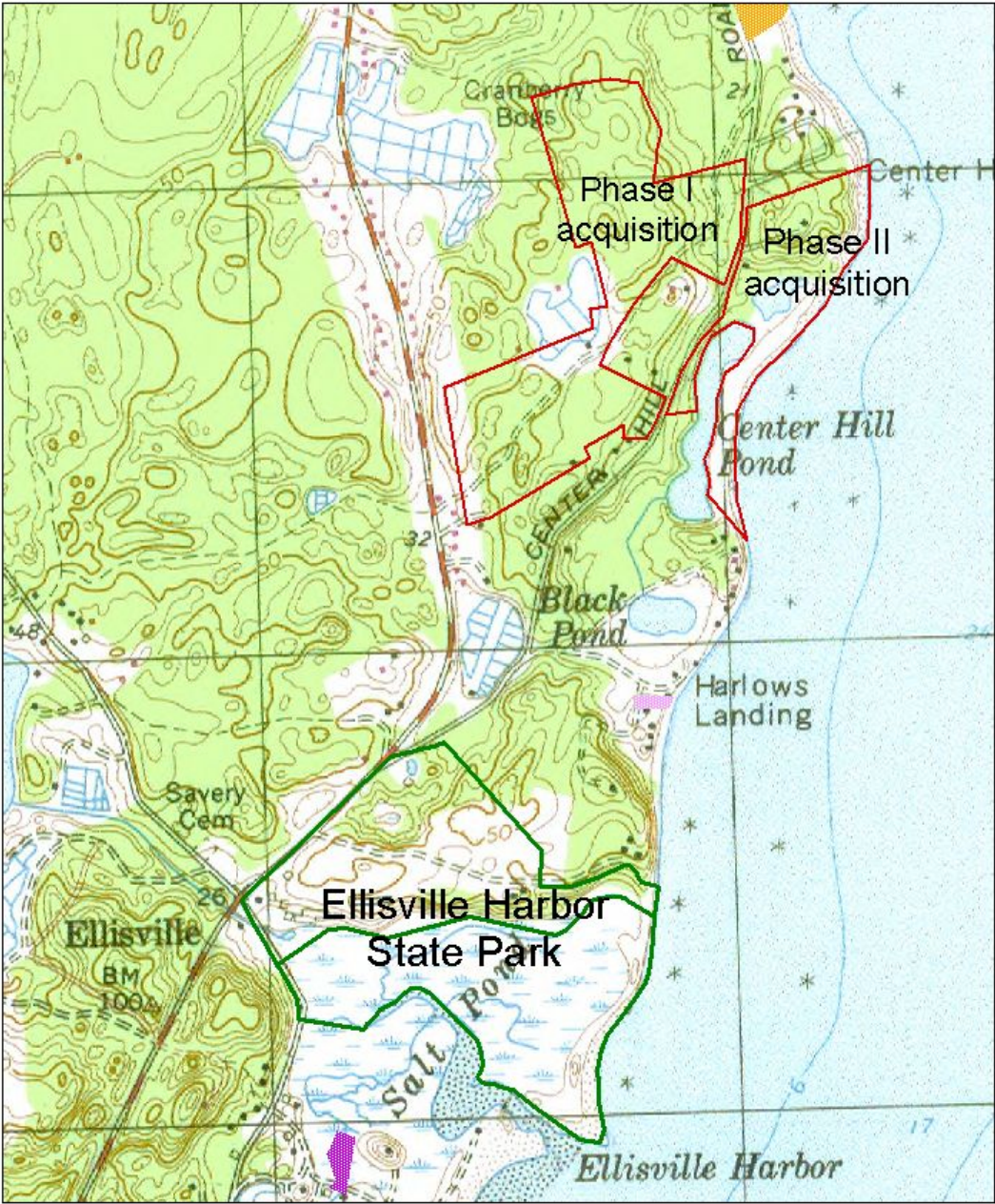
OMB Control #0648-0459, expires 4/30/2006. NOAA is requesting this information in order to adequately assess the eligibility of proposed projects. The public reporting burden for this collection of information is estimated to average 10 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Elaine Vaudreuil, OCRM, 1305 East-West Hwy (N/ORM), Silver Spring, Maryland 20910. This reporting is authorized under P.L. 107-77. Information submitted will be treated as public record. Notwithstanding any other provision of the law, no person is required to respond to, nor shall any person be subject to a penalty for failure to comply with, a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection displays a currently valid OMB Control Number.

Locus Map: Center Hill Beach, Located within the Town of Plymouth



Map A

Protected Open Space in the Nearby Vicinity of Center Hill Beach



Map B

**OPEN SPACE CORRIDOR PLAN
PLYMOUTH, MASSACHUSETTS**

NOVEMBER 1999



Prepared for:

Town of Plymouth
Office of Planning and Development
11 Lincoln Street
Plymouth, Massachusetts 02360

Prepared by:

ENSR
95 State Road
Buzzards Bay, Massachusetts 02532

and

Moreice & Gary, Inc.
56 Roland Street
Charlestown, Massachusetts 02129

8726-696

Attachment C

ENSR

resources, and one of the lots is a habitat for rare and endangered species. These properties would enhance adjacent Town-owned land and increase the amount of open space.

10. Center Hill Pond

There are two undeveloped lots at Center Hill Pond totaling 66 acres. They are located just north of Ellisville Harbor State Park and do not fall within primary or secondary corridor. The lots fall within the Ellisville Harbor A.C.E.C. and are along the coast. Due to the scarcity of undeveloped coastal properties remaining in Plymouth, this land is worthy of inclusion in the OSCP.

11. Hathaway Pond

From the area of Hathaway Pond to Old Sandwich Road are six undeveloped lots and three lots currently held as Chapter 61 land. Another adjacent lot is owned by the Wildlands Trust, and a smaller lot to the south is Town-owned. Collectively, these lots total more than 215 acres. The area is predominantly forested and has ponds and bogs in several areas. This area provides opportunities for locating another secondary corridor leading to Old Sandwich Road.

12. Halfway Pond

A 147-acre parcel of land on Halfway Pond is habitat for endangered species and located within a Zone II aquifer protection zone. There are several cranberry bogs on the site. While not directly located within a primary or secondary corridor the land would prove to be a valuable asset as protected open space.



13. Old Sandwich Road

Old Sandwich Road is one of the original roads built in the Town and served as a major thoroughfare from Plymouth to Cape Cod. The historic value and its scenic and rural ambience provide justification for considering this area as part of the primary north/south corridor. A large portion of the road will pass through the Pine Hills development, and the owners have agreed to preserve the historic nature of the road as much as possible.

Old Sandwich Road begins at the four corners of Jordan Road/Clifford Road, and continues approximately 7.25 miles to the southeast where it intersects with State Road (Route 3A). It is unpaved from the area of the Talcott Estate to the intersection with Route 3A. The Town of Plymouth has designated this as a historic road, and desires that the land surrounding it be given consideration regarding its historical value should development occur in the future. The matrix shows a few lots on Old Sandwich Road in conjunction with other areas identified for preservation as open space, but this serves to hold all properties on Old Sandwich Road as historically significant as well as a potential addition to the Open Space Corridor.

BioMap and Ellisville Harbor ACEC Designation



 BioMap Core Habitat
 ACECs

Map D

**STANDARD FORM
Purchase and Sale Agreement**

**From the Office of: John H. Wyman
Attorney at Law
97 Court Street
Plymouth, MA**

This _____ day of September, 2005.

**1. PARTIES AND
MAILING
ADDRESSES**

JOSLIN DIABETES FOUNDATION, INC., a charitable corporation with a usual place of business at One Joslin Place, Boston, Suffolk County, Massachusetts 02215

Hereinafter called the **SELLER**, agrees to **SELL** and

(fill in)

INHABITANTS OF THE TOWN OF PLYMOUTH, a Municipal Corporation with a usual place of business at 11 Lincoln Street, Plymouth, Plymouth County, Massachusetts 02360

Hereinafter called the **BUYER** or **PURCHASER**, agrees to **BUY**, upon the terms hereinafter set forth the following described premises:

**2. DESCRIPTION
(fill in and include title
reference)**

A certain parcel of vacant land situated on the westerly side of Center Hill Road, Plymouth, Plymouth County, Massachusetts shown as Lot 9 on Assessors Plat 52 and being described in a deed duly recorded with Plymouth County Registry of Deeds in Book 4957, Page 323 and being all that lands described in said deed that lies on the westerly side, with the exception of a small portion of said Lot 9 that extends to the easterly side of said Center Hill Road. See the sketch attached hereto.

**3. BUILDINGS,
STRUCTURES,
IMPROVEMENTS,
FIXTURES**

This is vacant land and no buildings, structures, improvements or fixtures are located on the described premises.

(fill in or delete)
**4. TITLE DEED
(fill in)**

*Include here by specific reference any restrictions, easements, rights and obligations in party walls not included in (b), leases, municipal and other liens, other encumbrances, and make provision to protect **SELLER** against **BUYER's** breach of **SELLER's** covenants in leases, where necessary.

Said premises are to be conveyed by a good and sufficient quitclaim deed running to the **BUYER**, or to the nominee designated by the **BUYER** by written notice to the **SELLER** at least seven Days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except
(a) Provisions of existing buildings and zoning laws;
(b) Existing rights and obligations in party walls which are not the subject of written agreement;
(c) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
(d) Any liens for municipal betterments assessed after date of this agreement;
(e) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the current use of said premises;

5. PLANS

If said deed refers to a plan necessary to be recorded therewith the **SELLER** shall deliver such plan with the deed in form adequate for recording or registration.

6. REGISTERED TITLE

In addition to the foregoing, if the title to said premises is registered, said deed shall be in form

Attachment E

sufficient to entitle the BUYER to a Certificate of Title of said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.

7. PURCHASE PRICE The agreed purchase price for said premises is One Million Six Hundred Seventy-Five Thousand and no/100 (\$1,675,000.00) Dollars, of which

\$	0	have been paid as a deposit this day and
\$	675,000.00	are to be paid at the time of delivery of the deed in cash, or by certified, cashiers, treasurer's or bank check(s).
\$	675,000.00	TOTAL

8. TIME FOR PERFORMANCE DELIVERY OR DEED (fill in) Such deed is to be delivered at 10:00 o'clock A. M. on the tenth day of November, 2005, at the Plymouth Town Office building, unless otherwise agreed upon in writing. It is agreed that time is of the essence in the agreement.

9. POSSESSION AND CONDITION OF PREMISE. (attach a list of exceptions, if any) Full possession of said premises free of all tenants and occupant, except as herein provided, is to be delivered at the time of the delivery of the deed, said premise to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) not in violation of said building and zoning laws, and (c) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled to personally enter said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.

10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM (Change period of time if desired). If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the time for performance hereof shall be extended for a period of thirty (30) days. In no event shall the SELLER be obligated to expend greater than \$2,500.00 to make the premises conform as set forth herein.

11. FAILURE TO PERFECT TITLE OR MAKE PREMISE CONFORM, etc. If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title or deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

12. BUYER'S ELECTION TO ACCEPT TITLE The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefor the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, either (a) pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration, or (b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.

13. ACCEPTANCE OF DEED The acceptance of a deed by the BUYER or his nominee as the case may be, 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.

- 14. **USE OF MONEY TO CLEAR TITLE** To enable the SELLER to make conveyance as herein provided, the SELLER may at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interest, provided that all instruments so procured are recorded simultaneously with the delivery of said deed.
- 15. **INSURANCE** Until the deliver of the deed, the SELLER shall maintain insurance on said premises as follows:
 *Insert amount (list additional types of insurance and amounts as agreed)

TYPE OF INSURANCE	AMOUNT OF COVERAGE
(a) Fire and Extended Coverage	*\$ vacant land, not presently insured
- 16. **ADJUSTMENTS** (list operating expenses, if any or attach schedule) Taxes for the then current fiscal year, shall be apportioned as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed.
- 17. **ADJUSTMENT OF UNASSESSED AND ABATED TAXES** If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.
- 18. **BROKER'S FEE** (fill in fee with dollar amount or percentage; also name of Brokerage firm(s)) A Broker's fee for the professional services of Six Percent (6%) of the sale price is due from the SELLER to Paul Lester/Coldwell Banker Real Estate, in accordance with a listing agreement between the Broker and the SELLER, when, as and if the sale takes place, the purchase price is paid without deduction and a deed is recorded with the Plymouth County Registry of Deeds, and not otherwise.
- 19. **BROKER(S) WARRANTY** (fill in name) The Broker(s) named herein Paul Lester/Coldwell Banker warrants that the Broker is duly licensed as such by the Commonwealth of Massachusetts.
- 20. **DEPOSIT** (fill in name) All deposits made hereunder shall be held in escrow by the SELLER as escrow agent subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, the escrow agent may retain all deposits made under this agreement pending instructions mutually given by the SELLER and the BUYER.
- 21. **BUYER'S DEFAULT DAMAGES** If the BUYER shall fail to fulfill the BUYER's agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages which shall be SELLER's sole and exclusive remedy at law or in equity.
- 22.
- 23. **BROKER AS PARTY** The Broker named herein joins in this agreement and becomes a party hereto, insofar as any provisions of this agreement expressly apply to the Broker, and to any amendments or modifications of such provisions to which the Brokers agrees in writing.
- 24. **LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc.** If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represent shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied hereunder.
- 25. **WARRANTIES AND REPRESENTATIONS** (fill in); if none, state "none", if any listed, indicate by whom each The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER or the Broker(s); NONE

warranty or representation was made

26.

27. CONSTRUCTION OF AGREEMENT

This instrument, executed in multiple counterparts, 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 ensures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

28.

29.

30. ADDITIONAL PROVISIONS

The initialed ADDENDUM, attached hereto, are incorporated herein by reference.

FOR RESIDENTIAL PROPERTY CONSTRUCTED PRIOR TO 1978, BUYER MUST ALSO HAVE SIGNED LEAD PAINT "PROPERTY TRANSFER NOTIFICATION CERTIFICATION"

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

JOSLIN DIABETES FOUNDATION, INC.

BY: Raymond A. Jones
Hereby duly authorized SELLER

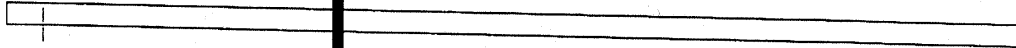
INHABITANTS OF THE TOWN OF PLYMOUTH

By its Board of Selectmen

BY: _____
Chairman

Hereto duly authorized BUYER

Broker(s)



ADDENDUM "A" TO THE PURCHASE AND SALE AGREEMENT BY AND BETWEEN JOSLIN DIABETES FOUNDATION, INC. AS SELLER (HEREINAFTER SELLER) AND THE TOWN OF PLYMOUTH AS BUYER (HEREINAFTER BUYER) FOR THE REAL PROPERTY LOCATED ON THE WESTERLY SIDE OF CENTER HILL ROAD, PLYMOUTH, MASSACHUSETTS

- 1. Seller agrees to sign any and all documents reasonably required at closing including, but not limited to, the HUD Settlement Statement, IRS tax forms, and such others as may be necessary.
- 2. Without limitation of any other provisions in this Agreement, said premises shall not be considered in compliance with the provisions of this Agreement with respect to the title unless:
 - (a) No building, structure, improvement, way or property of any kind encroaches upon or under said premises from other premises.
 - (b) The premises shall abut a public way duly laid out or accepted as such by the municipality in which the premises are situated.
 - (c) Title to said premises is insurable for the benefit of the Buyer by an American Land Title Association member title insurance company in a fee owner's policy of title insurance at normal premium rates, in the ALTA form currently in use. Subject only to those printed exceptions to title normally included in the "jacket" to such form or policy and such matter referenced in and not inconsistent with Clause 4 of this Agreement.
 - (d) Any matter or practice arising under or relating to this agreement that is the subject of a Title Standard or a Practice Standard of the Real Estate Bar Association shall be governed by said Standard to the extent applicable.
 - (e) This agreement and the obligations of the BUYER to perform hereunder is conditioned upon the BUYER obtaining satisfactory approval at Plymouth Town Meeting to be held on _____ of sufficient funds to acquire the premises by purchase, gift, taking or otherwise.
 - (f) Provided that BUYER acquires title to the premises described herein, the SELLER hereby grants to the BUYER the option to purchase all that remaining land belonging to it and located on the easterly side of Center Hill Road as described in the deed duly recorded with Plymouth County Registry of Deeds in Book 4957, Page 323 and shown as Lots 10C, 10D, 10E and 21C on Assessors Plat 52 for the total purchase price of \$4,000,000.00. The BUYER acknowledges that the SELLER must file a petition with the Probate and Family Court Department in the Estate of Agnes H. Trask in the nature of a cy pres for an interpretation of the Last Will and Testament of said deceased to release any restriction on sale. The SELLER's obligation to sell to the BUYER is conditioned upon a favorable determination in that action. The SELLER shall notify the BUYER in writing of a favorable ruling in that petition and the BUYER's option shall extend to a point which is ten (10) days following a vote at the Spring of 2006 Annual Town Meeting authorizing the acquisition and appropriating sufficient money to satisfy the purchase price. Written notice of its election to exercise its option shall be delivered by the BUYER to the SELLER so as to be received within ten (10) days following the receipt by the BUYER of the SELLER's written notification of the favorable court ruling. In or within fifteen (15) days following exercise of this option, the parties shall then execute a purchase and sale agreement which will recognize that the BUYER's obligation to purchase is conditioned upon its receipt of an appropriation sufficient to pay the purchase price. The purchase and sale agreement shall become the agreement of the parties. The BUYER's failure to notify the SELLER of its intention to exercise this option within the time specified shall cause this option to terminate.
 - (g) Buyer or Buyer's agents shall have the right at any time to enter the Premises at Buyer's own risk for the purposes of survey, inspections and tests. Buyer shall, to the extent permitted by law, indemnify and hold harmless Seller against any harm to Seller arising from said entry or any harm caused by Buyer to the

Premises. Buyer's performance hereunder is conditional, at Buyer's option, upon Buyer not having found on the Premises at the time of inspection and at the time of performance, any hazardous waste or hazardous material or Seller shall have, at Seller's option, remediated such hazardous condition in full compliance with applicable law, with Seller paying all of the costs of remediation.

(h) Any notice prescribed hereunder shall be given in writing by certified or any other recognized next day delivery carrier addressed as follows:


TO THE SELLER:

Joslin Diabetes Foundation, Inc.
c/o Robert C. Calvey
Chief Project and Planning Officer
One Joslin Center
Boston, MA 02215

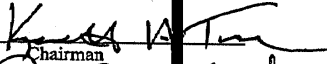
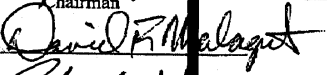
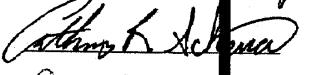
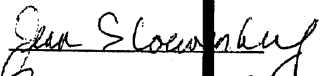

TO THE BUYER:

Board of Selectmen
Town of Plymouth
Town Hall
11 Lincoln Street
Plymouth, MA 02360

JOSLIN DIABETES FOUNDATION, INC.,

By: 
Hereto duly authorized

INHABITANTS OF THE TOWN OF PLYMOUTH

By: 
Chairman







Attachment F - photos



