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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF ENVIRONMENTAL AFFAIRS
DIVISION OF CONSERVATION SERVICES

SELF-HELP PROGRAM

PROJECT AGREEMENT

Made this Fifth Day of November 1978

between the Town of Milton

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.)

For the acquisition of 7.5 acres of land (Lamb Property) to be used for conservation and passive recreation.

, 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 Twenty-eight thousand, three hundred thirty-three (\$28,333.00).

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Approved by Alfred C. Holland, State Purchasing Agent

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

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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

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of this agreement, and agrees 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 _____
_____ Registry of Deeds at the same
time the deed for land comprising the PROJECT is recorded.

COMMONWEALTH OF MASSACHUSETTS

PARTICIPANT

BY *[Signature]*
Secretary, Executive Office of
Environmental Affairs

THE TOWN OF MILTON

BY *[Signature]*
Chief Executive Officer

CONSERVATION COMMISSION

BY *[Signature]*
[Signature]
Martina T. Curtis
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

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.