



*The Commonwealth of Massachusetts*  
*Executive Office of Energy and Environmental Affairs*  
100 Cambridge Street, Suite 900  
Boston, MA 02114

Deval L. Patrick  
GOVERNOR

Timothy P. Murray  
LIEUTENANT GOVERNOR

Ian A. Bowles  
SECRETARY

Tel: (617) 626-1000  
Fax: (617) 626-1181  
<http://www.mass.gov/eea>

October 25, 2010

John Bulman  
Chairman, Community Preservation Committee  
Town Hall  
600 CJC Highway  
Scituate, MA 02066

Re: Bates Lane (Wheelwright & Bjorklund) project, LAND # 11

Dear Mr. Bulman:

I am pleased to officially confirm that the Bates Lane (Wheelwright & Bjorklund) project has been selected by the Executive Office of Energy and Environmental Affairs (EEA) to receive up to \$500,000 in state Local Acquisitions for Natural Diversity (LAND) Grant Program assistance.

**Project Deadline is June 30, 2011**

The project must be completed by June 30, 2011 because the funds cannot be carried over into the next fiscal year, which starts July 1. If you anticipate any difficulties in meeting this spending deadline, please contact us without delay. Celia Riechel is the LAND program coordinator and can be reached at: 100 Cambridge St., 9<sup>th</sup> floor, Boston, MA 02114, (617) 626-1187 or [celia.riechel@state.ma.us](mailto:celia.riechel@state.ma.us). Unless otherwise noted, you should direct all materials and correspondence to her.

**Next Steps:**

**Sign and return the following forms NO LATER THAN December 31, 2010:**

1. **State Standard Contract.** This document allows our fiscal department to establish an account for your project. No reimbursement request can be honored unless the State Standard Contract is signed by your Chief Executive Officer, as well as executed by EEA.
2. **LAND Project Agreement.** Enclosed are two copies of the LAND Project Agreement. Review the agreement carefully to be sure that the project is correctly described. Contact Celia immediately if any changes need to be made. If the document is correct, your Chief Executive Officer and a majority of your Conservation Commission members must sign both originals. One original will be returned to you to record at the Registry of Deeds, and for your audit file.
3. **Contractor Authorized Signatory form** (both sides). Signed by your Chief Executive Officer and notarized.
4. **Certified copy of municipal vote authorizing the purchase.** If you have questions about the language for your town meeting/city council vote, you may send a draft to Celia for review.

**After we have received the above forms:**

5. **EEA signs and executes the contract.** Only expenses incurred after this execution date are eligible for reimbursement. Do not close on the property until you have been notified that your Standard Contract has been signed by EEA. If you purchase the property before your contract has been signed by EEA, you will not be reimbursed.
6. **Central Register Notice.** Your community must file a notice with the Central Register prior to closing on your property, in accordance with MGL Ch. 30B. See enclosure.
7. If you are using Community Preservation Act funds, or conveying a Conservation Restriction as part of your project, **submit a draft Conservation Restriction to EEA for approval.** The CR review application available on the EEA Division of Conservation Services website: [www.mass.gov/eea/dcs](http://www.mass.gov/eea/dcs) Mail CR review documents **ONLY** to:

**THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS  
DIVISION OF CONSERVATION SERVICES**

**Local Acquisitions for Natural Diversity (LAND) PROGRAM  
(Formerly the Self-Help Program)**

**PROJECT AGREEMENT**

Made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the **Town of Scituate** with an address of Town Hall, 600 CJC Highway, Scituate, MA 02066, hereinafter referred to as the **PARTICIPANT**, and the Commonwealth of Massachusetts acting by and through the Secretary of the Executive Office of Energy and Environmental Affairs, hereinafter referred to as the **COMMONWEALTH with an address of 100 Cambridge St., Suite 900, Boston, MA, 02114.**

**Premises:** Approximately 54+/- acres of land including any buildings thereon located at off Bates Lane in the Town of Scituate, Plymouth County, Massachusetts. **For Participant's Title, see;**

**Book /Page** \_\_\_\_\_ **OR**

**Land Court Certificate** \_\_\_\_\_.

**In the** \_\_\_\_\_ **(County Registry of Deeds/  
Land Court Registry District)**

WHEREAS, the **PARTICIPANT** has established a Conservation Commission under Massachusetts General Laws Chapter 40, § 8C and has made application to the **COMMONWEALTH** for assistance under the Massachusetts Local Acquisitions for Natural Diversity Program (LAND) pursuant to Massachusetts General Laws Chapter 132A, § 11, as amended, for a project briefly described as follows: **Scituate, LAND #11: This project shall consist of the acquisition in fee simple of 54+/- acres of conservation land, known as the Bates Lane (Wheelwright & Bjorklund) Project, for conservation and passive recreation purposes, by the Town of Scituate,** hereinafter referred to as the **PROJECT.**

WHEREAS, the **COMMONWEALTH** has reviewed said application and found the **PROJECT** to be in conformance with the purposes of Massachusetts General Laws

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 Energy & Environmental Affairs.

7. Failure by the PARTICIPANT to comply with the terms and conditions of this Agreement or the policies or regulation of the LAND Program may, at the sole option of the COMMONWEALTH, suspend or terminate all obligations of the COMMONWEALTH hereunder.
8. PARTICIPANT and COMMONWEALTH acknowledge that the benefit desired by the COMMONWEALTH from the full compliance by the PARTICIPANT is the existence, protection, and the net increase of conservation land, and furthermore that such benefit exceeds to an immeasurable and unascertainable extent the dollar value of the funding provided by this Agreement, and, therefore, in recognition of said disparity, the PARTICIPANT agrees that payment of money damages by the PARTICIPANT to the COMMONWEALTH would be an inadequate remedy for a breach of this Agreement by the PARTICIPANT, and, therefore, the COMMONWEALTH may enforce the terms and conditions of this Agreement by requiring specific performance of the PARTICIPANT'S obligations
9. The PARTICIPANT agrees to record a copy of this agreement at the appropriate Registry of Deeds or Land Court Registry District and to provide proof of such recording to the COMMONWEALTH. Said proof of recording of this Project Agreement shall include evidence that the Project Agreement has been marginally noted on or permanently referenced to any prior deed, restriction, conveyance or other instrument affecting the Project area. Failure to do so shall not impair the validity or enforcement of this agreement.

**THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS  
DIVISION OF CONSERVATION SERVICES**

**Local Acquisitions for Natural Diversity (LAND) PROGRAM  
(Formerly the Self-Help Program)**

**PROJECT AGREEMENT**

Made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the **Town of Scituate** with an address of Town Hall, 600 CJC Highway, Scituate, MA 02066, hereinafter referred to as the **PARTICIPANT**, and the Commonwealth of Massachusetts acting by and through the Secretary of the Executive Office of Energy and Environmental Affairs, hereinafter referred to as the **COMMONWEALTH with an address of 100 Cambridge St., Suite 900, Boston, MA, 02114.**

**Premises:** Approximately 54+/- acres of land including any buildings thereon located at off Bates Lane in the Town of Scituate, Plymouth County, Massachusetts. **For Participant's Title, see;**

Book /Page \_\_\_\_\_ **OR**

Land Court Certificate \_\_\_\_\_.

In the \_\_\_\_\_ (County Registry of Deeds/  
Land Court Registry District)

WHEREAS, the **PARTICIPANT** has established a Conservation Commission under Massachusetts General Laws Chapter 40, § 8C and has made application to the **COMMONWEALTH** for assistance under the Massachusetts Local Acquisitions for Natural Diversity Program (LAND) pursuant to Massachusetts General Laws Chapter 132A, § 11, as amended, for a project briefly described as follows: **Scituate, LAND #11: This project shall consist of the acquisition in fee simple of 54+/- acres of conservation land, known as the Bates Lane (Wheelwright & Bjorklund) Project, for conservation and passive recreation purposes, by the Town of Scituate,** hereinafter referred to as the **PROJECT**.

WHEREAS, the **COMMONWEALTH** has reviewed said application and found the **PROJECT** to be in conformance with the purposes of Massachusetts General Laws

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 Energy & Environmental Affairs.

7. Failure by the PARTICIPANT to comply with the terms and conditions of this Agreement or the policies or regulation of the LAND Program may, at the sole option of the COMMONWEALTH, suspend or terminate all obligations of the COMMONWEALTH hereunder.
8. PARTICIPANT and COMMONWEALTH acknowledge that the benefit desired by the COMMONWEALTH from the full compliance by the PARTICIPANT is the existence, protection, and the net increase of conservation land, and furthermore that such benefit exceeds to an immeasurable and unascertainable extent the dollar value of the funding provided by this Agreement, and, therefore, in recognition of said disparity, the PARTICIPANT agrees that payment of money damages by the PARTICIPANT to the COMMONWEALTH would be an inadequate remedy for a breach of this Agreement by the PARTICIPANT, and, therefore, the COMMONWEALTH may enforce the terms and conditions of this Agreement by requiring specific performance of the PARTICIPANT'S obligations
9. The PARTICIPANT agrees to record a copy of this agreement at the appropriate Registry of Deeds or Land Court Registry District and to provide proof of such recording to the COMMONWEALTH. Said proof of recording of this Project Agreement shall include evidence that the Project Agreement has been marginally noted on or permanently referenced to any prior deed, restriction, conveyance or other instrument affecting the Project area. Failure to do so shall not impair the validity or enforcement of this agreement.



# COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING



CONTRACTOR LEGAL NAME :  
CONTRACTOR VENDOR/CUSTOMER CODE:

**INSTRUCTIONS:** Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

**NOTICE:** *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

\_\_\_\_\_  
Signature

Date:

Title: Telephone:

Fax: Email:

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

**LOCAL ACQUISITIONS FOR NATURAL DIVERSITY (LAND) PROGRAM  
REIMBURSEMENT PROCEDURES**

---

**Reimbursement Procedures**

---

Reimbursements from the LAND program are made after the project has been completed and any special conditions, such as the completion of an Open Space and Recreation Plan, have been met. Project sponsors must submit a billing form with required attachments to request reimbursement.

A project is complete when the following tasks are finished:

1. The property has been acquired, all required documents have been recorded at the Registry of Deeds, and the seller has been paid by the municipality.
2. A LAND acknowledgment sign has been installed at the project site.
3. Adequate provisions for parking and public access have been made.
4. The Baseline Report and Management Plan has been reviewed and approved by EEA and all parties involved.
5. Any unique conditions of your grant have been met (eg, finish your Open Space and Recreation Plan, conduct a 21e site assessment).

Once the project is completed, send a reimbursement request to DCS as soon as possible. The following documents must accompany the billing form.

1. Copy of **Deed or Order of Taking**, as recorded. (Special note to projects funded through the Community Preservation Act: this Act is a *funding* mechanism; therefore it **should not** be noted in the deed as the *purpose* for the acquisition.) The grantee clause in all deeds granting lands or interest therein to cities and towns in which the Commission is applying for state funds must contain the following:  
    "...hereby grants to the TOWN OF \_\_\_\_\_ through its Conservation Commission for administration, control, and maintenance under the provisions of M.G.L., Chapter 40, §8C, as amended with \_\_\_\_\_ covenants the land as bounded and described as follows:"
2. Copy of **Conservation Restriction**, as recorded (if applicable). Conservation Restrictions must be submitted to EEA not less than 30 days prior to your anticipated closing date for review and the Secretary's approval. Draft CRs must be submitted separately to:  
    Nicole Sicard  
    EEA – Division of Conservation Services  
    100 Cambridge St., Suite 900  
    Boston, MA 02114
3. **Municipal Counsel's Certification of Title** (statement relative to the condition of title). *Clear record and marketable title* is required. Title defects may be cleared by an eminent domain taking or by obtaining title insurance. Only Municipal Counsel may certify the title for the municipality.
4. **Vote of Town Meeting or City Council** authorizing the purchase of said parcel(s) of land.
5. **Attested statement of the City or Town Treasurer** indicating the amount of payment, date paid, and authority of payment (i.e. Town Meeting Vote approving the acquisition and detailing the funding mechanism) together with a photocopy of the cancelled check(s). In cases of owner unknown or refusal to accept pro tanto payment, the treasurer must certify M.G.L. C.79, §7D compliance. See sample.
6. **LAND Project Agreement**, as recorded. The agreement must be recorded at the Registry of Deeds either at the same time as the deed for the property is recorded.
7. **MassGIS data entry form**. Your new conservation land must be added to state records.

**Memo from Treasurer's office attesting to project payment    – SAMPLE –**

## *Town Letterhead*

TO:                    Project Sponsor (typically the conservation agent, or chair of the conservation commission)  
FROM:                Jane Doe, Treasurer Collector  
SUBJECT:            Purchase of Conservation Land, LAND #1  
DATE:

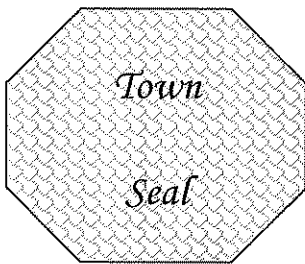
---

Please be advised that at this time I certify that the Town of YOUR TOWN disbursed \$750,000 in Community Preservation Funds (*Note: refer to the Town Meeting Vote or City Council Order authorizing the purchase*) for the purchase of the 300 acre parcel of land known as the "Smith" Property. \$2,000 was disbursed to ABC Surveying, Inc. for a property survey.

Date of Check:	
Check Number:	
Vendor:	
Date of Check:	
Check Number:	
Vendor:	

*(Repeat the check information as necessary if more than one payment was made.)*

As Attested by:



**SIGNATURE**

*Jane Doe*, Treasurer Collector  
Town of YOUR TOWN

### Conservation Restrictions Purchased with Local Acquisitions for Natural Diversity (LAND) funding

Be sure to mention the LAND Program investment in the Conservation Restriction especially in the:

- **Purpose:** This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 and Section 8C of Chapter 40 of the General Laws and otherwise by law, and has been acquired with assistance from the LAND Program (pursuant to Section 11 of Chapter 132A of the General Laws). Its purpose is to assure that the Premises will be retained in perpetuity predominately in their natural, scenic and forested condition, and to prevent any use of the Premises that will significantly impair or interfere with the conservation values of the Premises. The Premises contain unusual, unique or outstanding qualities the protection of which in their predominately natural or open condition will be of benefit to the public. These qualities include...
- **Extinguishment:** If circumstances arise in the future such as render the purpose of this Conservation Restriction impossible to accomplish, this Restriction can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. If any change in conditions ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with paragraph X.x below, subject, however, to any applicable law which expressly provides for a different disposition of proceeds. Grantee shall use its share of the proceeds in a manner consistent with the conservation purpose set forth herein and in accordance with the LAND Program contract requirements (General laws Chapter 132A, Section 11, and 301 CMR 5.00) and Section 63 of Chapter 44 of the General Laws.
- Attach a copy of the signed LAND Project Agreement as an exhibit.

### LAND purchased fee simple, CR subsequently conveyed (CPA, or just because)

CR by definition is an interest in property, therefore an interest must be acknowledged in the Extinguishment/Division of Proceeds. However, if a CR is conveyed for no payment, then the Grantee gets \$0 in the division of proceeds. Where a municipality is using CPA funds and a land trust has not contributed to the purchase of the CR, the CR CANNOT say that it is not a grant of a property right. G.L. c. 184 sec. 32 says "Such conservation [ ] restrictions are interests in land." Instead, simply state that in the event of an extinguishment or eminent domain taking, the Grantee receives nothing.

If the Grantee has contributed monies, any funds can be allocated by providing for reimbursement to the Grantee of their contributions, or reimbursement of their contributions plus a share of any increase in value. The Grantee's payment is likely to result in a reduced LAND grant award.