

# **I4-C2 History**

## **Industrial Lot 4, Commercial Lot 2**

*From research through city files and conversations with Mike and Lenny Linquata.  
Prepared by Sarah Garcia, Community Development Director*

Abbreviations commonly used in the history:

City	City of Gloucester
GHR	Gloucester House Restaurant
GHA	Gloucester Housing Authority
GLA	Gloucester Landing Associates
GRA	Gloucester Redevelopment Authority
LDA	Land Disposition Agreement

### **1910 to 1958:**

After Frank E. Davis Company and before urban renewal, the upland property is owned by Tupman Thurlow Co. Inc., an English company with world-wide holdings. [verbal history from Linquata family.]

### **June 1965:**

The Gloucester Housing Authority acquires the C-2 parcel from the Frank E. Davis Fish Company and the I-4 parcel from Quincy Market Cold Storage and Warehouse Company. (cf 1982 McGrath Sylva report)

### **1962 to 1972:**

In April, 1962, the area is declared blighted decadent and substandard by the Gloucester Housing Authority (GHA). In June 1963 the GHA issues an Urban Renewal Plan adopted by the City Council on August 1, 1963. First I4-C2: Plan entitled "Waterfront Urban Renewal Project Mass. R-33, Gloucester, Massachusetts, Disposition Map" dated Feb 1965: Plan Book 108, Plan 40.

Sometime between 1962 and 1966 the buildings were torn down, and the property has been vacant ever since.

Between 1966 and 1971 the GHA receives a number of proposals involving fish processing and marine repair facilities but apparently none of these came to fruition. (cf 1982 McGrath Sylva report.)

1971 the GHA commissions a hotel feasibility study.

In 1972 the GHA combines Parcel I-4 and Parcel C-2 and issues a Request for Proposals to develop the site.

### **March 1973:**

GHA designates GHR the developer, transferring title August 1973.

GHR's proposal to the GHA is to put a Ramada Inn on the site.

The Gloucester House suffers a fire on its site. The owner is able to restart his operation but the fire negatively impacts his ability to procure a development loan for the Ramada Inn. If an industrial property had had a fire in the previous five years, banks would disqualify the applicant. Credit is tight at the time and interest rates peak with the oil embargo.

**January 22, 1982:**

Land Disposition Agreement between City and GHR: (available)

Parcel is to be sold to a developer within 5 years. If no development occurs, the land returns to the GHR. The price would be set by appraised value less the sum of \$450,000.

**April 24, 1982:**

Gloucester House Restaurant, Inc. conveys I4-C2 to Gloucester Housing Authority, Book 6963, page 319 with the reverter clause as outlined above.

**November 10, 1982:**

Report by McGrath, Sylva & Associates, Inc., 15 Court Square, Suite 540, Boston MA 02108 with cover letter to Mayor Leo Alper. (available) The report reviews history of I4-C2 and makes recommendations:

- Appoint ad hoc committee to hold public hearings and recommend development plan
- Transfer title of I4-C2 to the GRA
- Develop comprehensive parking plan for Central Business District and waterfront areas
- Investigate feasibility of acquiring the Building Center parcel and other potential assemblages (parcels) to enhance development potential
- Develop a financing program for wharves, piers, docks, bulkhead, public walkways, site prep and acquisition

**June 3, 1983:**

A grant from the Coastal Facilities Improvement Fund finances the wharf at I4-C2. Grants made under the Coastal Facilities Improvement Fund are subject to the regulations found at 301 CMR 22 that include “22.07 (6) The applicant will not dispose of its title or other interests in the site for the duration of the bond indebtedness.”

**July 13, 1983:**

Gloucester Housing Authority (GHA) conveys parcels to Gloucester Redevelopment Authority (GRA) Book 7186 Page 500. Parcels one and two being Parcel One in said deed.

**1985 – 1986:**

Agreements between GRA and the developer Gloucester Landing Associates (GLA)

October 9, 1985: Land Disposition Agreement (LDA): GRA is going to convey parcel one and two to Glouc Landing Assoc (Cohen) for \$460,000. LDA states that the developer will develop land. Failure to do so returns property to GRA.

March 5, 1986: LDA Amendment: Changes Section 8, Dockage Facilities so that the dockage will continue to be managed by the GRA rather than turning over to developer as agent of GRA to manage once landside improvements complete.

July 30, 1986: GLA closes on the purchase of I4-C2 from the GRA. GLA reconveys the parcel with the water rights to the GRA for \$1.

[Note: January 22, 1987 is deadline at which parcel reverts to GHR if City (GRA) has not found use]

**October 27, 1988:**

DEP Decision to issue waterways license allowing GLA “to construct and maintain a retail and restaurant facility with below-grade parking, an access roadway, docking for commercial fishermen and public open space including walkways, a waterfront plaza and an observation platform” at I4-C2. Appealed by a 10-citizen group.

**March 29, 1996:**

DEP Final Decision following Appeal of Waterways license to Gloucester Landing Associates Limited Partnership. Summary decision granted on the entire case in favor of the petitioners and waterways license denied.

**March, 1998:**

GHR initiates discussion with City and GRA. Discussions ensue between the City, GRA and GHR and GLA. GHR obtains financing through Fleet Bank obtained after title search, survey and 21-E completed. Source: Linquata notes (available)

**Summer 1999:**

GHR offers \$1,000,000 for I4-C2. GRA agrees to give up 70' of water rights next to GHR. City agrees to work deal. GHR approaches Building Center who agrees to purchase 1/3 upland. Gloucester Bank and Trust letter dated 8/30/99 informs Building Center that loan for \$350,000 is approved.

Deal falls apart. Building Center (BC) and State DEP regulators disagree about timing of obtaining Ch 91 permit. State wants letter from BC saying they will comply with Ch91 requirements after purchase. BC says they want the permits first and then will comply at a later date. (oral history.)

**September 1999:**

Letter from EOEa to GHR: Reference to MCZM's information that state regulations (not cited) require that the waterfront parcel must remain public until 2008 or until the bond is paid off. (available.)

**2001:**

**Several iterations of a GRA/GHR deal.** Other participants in discussions: Chamber of Commerce, private developers, Ipswich National Bank.

**February 1, 2001:**

**GLA vs. GRA Superior Court No. 98-3498-F** decision to allow GRA's motion for Summary Judgment against GLA's suit alleging breach of contract and to deny GLA's motion to amend suit to include City. (available)

**October 15, 2001:**

Rubin and Rudman (attorney for GHR) letter to GRA regarding GHR's reversionary rights. (available)

**October 31, 2003:**

Trust for Public Lands (TPL) in letter to the Office of the Mayor, offers to negotiate an independent deal to purchase I4-C2 to create an opportunity for the City of Gloucester to secure ownership in the future. TPL's proposed offer: \$1,000 for 6 month option, purchase price \$1.3 million for the I4-C2 Parcel.

**December 1, 2003:**

GHR offers \$1,350,000 to GLA for property. (available – only copy from GHR.)

**January 30, 2004:**

Letter from GHR to Mayor - proposal for I4-C2

Easterly side: Commercial lobstering on upland, commercial fishing and lobster dockage,  
Westerly side: parking on upland, 8 charter boat slips owned by GHR. Wharf owned and managed by city with potential for pedestrian harbor walk. Does not wish to compete with the City or its representative, Trust for Public Lands, for purchase of the parcel.

**March 9, 2004:**

Response from Mayor to letter of January 30, 2004

Trust for Public Lands is not representing the City.

No pending litigation since February Court of Appeals vindicated the City.

We have never wanted parcel as public land – no municipal ownership interests.

Our role is as facilitator – we look forward to receiving more detailed information.

**April 15, 2004:**

Letter from GHR to Mr. Jeffrey J. Cohen (for GLA) –

From GHR conversation with Waterways Board representative, the City wishes to maintain control over the entire waterfront portion of the I4-C2 parcel. ...GHR has no desire to become tenants of the City of Gloucester....no objection to long-term lease, but new complication.

**April 21, 2004:**

Response from Mayor – in further response to letter of January 30, 2004 and “in general to our subsequent conversations over the past weeks...”

The Waterways Board will manage all the slips and the upland. You can lease at same rates as anyone else.

Access would be allowed for lobster company on east side – no charge.

No guarantee to you that you will have water access if you purchase the property.

As non-owner, City is working with GRA and Waterways Board regarding intentions for the property.

**July 21, 2004:**

Letter from Mayor to GRA chair and legal counsel and Waterways Board Chairman

Transfer stewardship (ownership) of dockage to Waterways Board

Eliminate or reconfigure easements to allow flexible re-use of upland

Address the availability of water access for upland that enables redevelopment

**April 2008:**

Ownership of dockage transferred from GRA to Waterways Board.

**Early 2008:**

Mayor initiates discussions with property owner, reviews history, and gains perspective on degree of desired involvement by property owner in redevelopment efforts. Meeting of the minds that the only hope for development of the property is to have the parcels “married back together.”

Judged to be in the best interest of both parties (property owner and city) that the only way for the parcels to be rejoined is for the city to buy the land. Mayor expresses doubt that the city would ever give up or sell the wharfs and docks.

**May 2009:**

Seaport Advisory Council, at the request of the Mayor, votes to reprogram \$800,000 previously earmarked for a delayed Gloucester project, for the purpose of assisting the city with the acquisition of the land.

**March 5, 2010:**

City and property owner come to an eminent domain agreement with damages of \$1.5million.

**March 16, 2010:**

Gloucester City Council takes up the question of whether or not to approve the order of taking, and finance the remaining \$700,000 of the settlement agreement.

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**Documents used to prepare this history:**

City of Gloucester, Office of the Mayor (March 9, 2004), "Letter from Mayor John Bell to Mr. Leonard Linquata, The Gloucester House Restaurant."

City of Gloucester, Office of the Mayor (April 21, 2004), "Letter from Mayor John Bell to Lenny Linquata, The Gloucester House Restaurant."

Commonwealth of Massachusetts, Executive Office of Environmental Affairs (August 30, 1999), "Letter from Chuck Anastas, Chief of Staff, to Mr. Lenny Linquata [Gloucester House Restaurant]"

Commonwealth of Massachusetts, Superior Court Civil Action No. 98-3498-F, Gloucester Landing Associates Limited Partnership Plaintiff versus Gloucester Redevelopment Authority Defendant (January 25, 2000)

Commonwealth of Massachusetts, Executive Office of Environmental Affairs, Department of Environmental Protection, (March 29, 1996) Docket No. 88-315, Waterways License Application No. 86W-040-N Gloucester, Final Decision.

Gloucester House Restaurant, City of Gloucester (including Gloucester Redevelopment Authority as designee of City) & Gloucester Housing Authority, (January 22, 1982) "Agreement"

Gloucester House Restaurant, Inc. (December 1, 2003) "Offer Letter to Jeffrey J. Cohen, CEO, Metropolitan Properties"

Gloucester House Restaurant, Inc. (January 30, 2004) "Proposal Letter to Mayor John Bell, City of Gloucester"

Gloucester Redevelopment Authority & Gloucester Landing Associates Limited Partnership (March 5, 1986), "Land Disposition Agreement"

Gloucester Redevelopment Authority & Gloucester Landing Associates Limited Partnership (July 30, 1986), "Amendment to Land Disposition Agreement"

McGrath, Sylva & Associates, Inc. (1982) "History, Current Status, and Recommendations for the Redevelopment of Parcels I-4 and C-2 of the first Waterfront Urban Renewal Project"

Rubin and Rudman, LLP, attorney for Gloucester House Restaurant (October 15, 2001), "Letter to Mr. Barry Pett, Chairman, Gloucester Redevelopment Authority"

Trust for Public Lands (October 31, 2003) Letter to James McKenna, Office of the Mayor, regarding terms of I4-C2 Option.