

November 10, 1982

Mayor Leo Alper  
City of Gloucester  
City Hall  
Gloucester, Massachusetts

Dear Mr. Mayor:

We are submitting herein a report covering the history, current status, and recommendations for the redevelopment of Parcels I-4 and C-2 of the First Waterfront Urban Renewal Project.

The reuse of this property and the potential improvements to both abutting property and nearby areas in the downtown and waterfront portions of the City will have an important longrange impact on the character of this area. This impact will be greatly influenced by the care and thoughtfulness of the planning process that is followed.

It is our recommendation that certain steps be taken in order to assure an orderly process and to maximize the positive impact on the City.

These recommendations include:

1. Appoint an Ad Hoc Committee to hold public hearings and recommend a "Development Plan";
2. Transfer title to I-4/C-2 to the Gloucester Redevelopment Authority;
3. Develop a comprehensive parking plan for the Central Business and Waterfront Districts;
4. Investigate the feasibility of the acquisition of the wharf areas at the Building Center and other potential assemblages which might enhance the development;
5. Develop a financing program for wharves, piers, docks, bulkhead, public walkways, site preparation, and acquisition;

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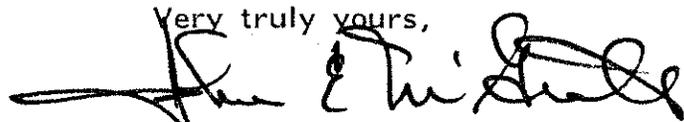
6. Undertake an engineering study to determine the quality of fill and structural soundness of the bulkhead;
7. Prepare a Developers Kit for the parcel consistent with the approved Development Plan;
8. Prepare appraisals of Fair Market Value of the parcel to be offered;
9. Circulate an Invitation for Proposals for the development of the site;
10. Review proposals and select a developer; and
11. Transfer the site co-terminously with groundbreaking.

Many of these recommendations can be instituted while the "Development Plan" is being prepared. This will allow the sale of the parcel within a reasonable period of time.

While this report centers on several of the problems surrounding the definition of use and financial considerations involved with I-4/C-2, we believe that with a reasonable set of permitted uses, clarification of the City's need for public amenities, and a well thought out marketing strategy, a responsible developer will be attracted.

We would be pleased to make ourselves available to present the findings of this report to the City Council and any other interested bodies of your choosing.

Very truly yours,

A handwritten signature in black ink, appearing to read "John E. McGrath". The signature is fluid and cursive, with a large initial "J" and "M".

John E. McGrath  
Vice-President

Enc.

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Section 1

STATUS REPORT

## I.A. HISTORY OF I-4/C-2

The planning for the First Waterfront Urban Renewal Project (Mass R-33) was started in the early 1960's. In April, 1962 the waterfront area from Vincent Cove to what is now St. Peters Park was declared by the Gloucester Housing Authority (GHA) to be blighted decadent and substandard. In June, 1963, the GHA issued the Urban Renewal Plan and it was subsequently adopted by the Gloucester City Council on August 1, 1963.

In order to provide for the relocation of Rogers Street and the redevelopment of the waterfront, the GHA in June 1965, acquired the C-2 Parcel from the Frank E. Davis Fish Company and the I-4 Parcel from Quincy Market Cold Storage and Warehouse Company. For the next seven years, I-4 and C-2 were treated as two separate parcels with one being for industrial use (I-4) and the other for commercial use (C-2). Between 1966 and 1971, the GHA received a number of proposals for I-4 involving fish processing and marine repair facilities. The GHA also negotiated with Henderson and Johnson and the Building Center for the development of C-2. Apparently, none of the proposals came to fruition.

In 1971, the GHA commissioned a study of the feasibility of a hotel/motel for the site, and in 1972 decided to combine I-4 and C-2 into one parcel and allow both commercial and industrial uses. In the fall of 1972 the GHA requested proposals for I-4/C-2 and received five proposals. Three of the proposals were for hotel and marina type development of the combined site; Fisherman's Walk Inc., Gloucester House Restaurant (Ramada Inn) and Waterfront Realty (Holiday Inn). Two proposals were received for C-2 only, one for a car wash/service station and one for an expanded Building Center.

In March 1973, GHA designated Gloucester House Restaurant the developer and in August 1973 title to I-4/C-2 was transferred. Plans for the hotel were submitted, reviewed and modified by May 1974. In December 1974, GHA became concerned over the lack of progress on the development and during 1975 and 1976 the GHA and the developer had frequent meetings to discuss the delays and

difficulties in obtaining financing. On November 5, 1976 GHA took back title to the I-4/C-2 parcel due to the lack of performance by the developer. During 1977 the Housing Authority had continuing negotiations with Gloucester House Restaurant over the price and method of resale of I-4/C-2.

In January, 1978 the parcel was put out to bid with a minimum price of \$200,000.00. Only one bid of \$50,000.00 was received. The parcel was again put out to bid in April, 1978 and six bids ranging from \$100,000.00 - \$138,000.00 were received. Fish processing proposals were submitted by Bay Trading Co., Gerard/Oceanside Associates and Ocean Crest Seafoods. America East Corporation proposed a hotel marina complex; Lobster Wharf Associates proposed a commercial, retail and marina complex; and Gloucester House Restaurant proposed parking/gear storage and docking. Following a design review, Gerard/Oceanside was designated developer in August 1978. Litigation was initiated by Gloucester House Restaurant.

## I.B. LEGAL STATUS

On August 30, 1978, the Gloucester House Restaurant through it's attorney compiled a Lis Pendens in the Essex South Registry of Deeds at Book 6511, page 059. A civil action, No. 112378, was filed in the Superior Court at Salem by the Gloucester House Restaurant, Inc., plaintiff, vs. Andrew Nickas, et al, defendent on August 30, 1978.

As a result of the actions cited, Gerard/Oceanside withdrew their offer on August 10, 1979. No other developer could be found by either the Gloucester Housing Authority or by the Gloucester House Restaurant to purchase the parcel.

November, 1981, Mayor Leo Alper requested that McGrath, Sylva & Associates attempt to find a resolution to the stalemate that had developed between the Housing Authority and the Gloucester House Restaurant, Inc. During the remainder of November, December, and early January, discussions were held with the Linquata's, owners of the Gloucester House Restaurant, their attorney Charles J. Speleotis, Mayor Alper, and McGrath, Sylva & Associates. As a result of these negotiations, it appeared that a resolution of the legal disputes was possible. City Solicitor Janet Myers and William Hawkes, counsel to the Gloucester Housing Authority, participated in discussions during the month of January that eventually resulted in a written agreement dated January 22, 1982. This agreement was substantially the same as that negotiated between the Linquata's and McGrath, Sylva during the preceeding weeks. However, in a meeting of the Linquata's, their attorney, members of the City Council, the Mayor, and the City Solicitor certain additional guarantees were agreed to. The final document, a copy of which is included in this report, was executed by the City of Gloucester, Gloucester House Restaurant Inc., and the Gloucester Housing Authority.

The January 22, 1982 agreement has the following basic provisions:

1. The Gloucester House Restaurant is guaranteed \$250,000.00 upon any sale of parcels 1-4/C-2;
2. If the selling price is in excess of the above guarantees, the monies will be apportioned as follows:
  - a. The first proceeds shall be paid to the City as reimbursements of costs it incurs in carrying out the agreement, up to the amount of \$110,000.00;
  - b. The second allocation not to exceed \$50,000.00 is to be paid to the Gloucester Housing Authority for expenses it has incurred;
  - c. The third allocation, up to a sum not exceeding \$50,000.00 to be paid to Gloucester House Restaurant;
  - d. The remainder, if any, shall be equally divided between the City of Gloucester and the Gloucester House Restaurant.
3. The City and the Housing Authority will use their best efforts to amend, to the extent necessary, the Urban Renewal Plan to include as allowable uses of the Premises thereunder retail, office, commercial and residential uses.
4. The deed(s) of transfer or conveyance shall include a covenant that the Premises shall not be used for a restaurant having table seating capacity and specializing primarily in the preparation and sale of seafood or shellfish.
5. If the City of Gloucester is unable to have the parcels redeveloped by January 21, 1987, the property will be reconveyed to the Gloucester House Restaurant for an amount equal to the fair market value of the property as of that date less a credit of \$450,000.00 representing the \$300,000.00 that would have been received plus

simple interest at 10% for five years;

6. All litigation will be ended and a deed to the property be given to the Gloucester Housing Authority by the Gloucester House Restaurant, Inc.

Additional concerns were voiced by the Linquata's with reference to the agreements that they had executed. A series of meetings and discussions continued until, finally, on April 14, 1982, and April 24, 1982, the Linquata's executed the remaining releases and deeds required.

A title search was instituted by the City of Gloucester and was received in June. At that time Attorney Hawkes on behalf of the Gloucester Housing Authority recorded the deed at Essex South Registry of Deeds.

The Gloucester Housing Authority in conformance with the January agreement took the following actions:

1. Delegated to the city operation, management and control of parcels I-4/C-2;
2. Covenanted to deliver such deeds and other documents as are necessary to convey its right, title and interest in the Premises to such developer as is awarded all or part of the Premises;
3. Consented to transfer of the Premises and/or the Urban Renewal Project No. Mass. R-33 to the Gloucester Redevelopment Authority, if in the best interest of the project; and to deliver to the city all records, documents, data and information relative to the Premises.

## I.C. ENGINEERING/SITE CONDITIONS

Like much of the Gloucester waterfront, the I-4/C-2 parcel is primarily filled land and as such presents a number of uncertainties for development. Little information is available on the quality of fill materials and the suitability of the site for pile driving and supporting foundations. Additional borings, excavations and test piles will likely be required prior to development to ascertain existing soil conditions.

The existing bulkhead structure was evaluated by Fay, Spofford and Thorndike in July, 1977. The evaluation was primarily restricted to whether the bulkhead was constructed in accordance with the approved design. The engineering report concludes that the structure was not constructed in accordance with the approved design and the following repairs are necessary to comply with good engineering practices:

- Reinforce horizontal wall at all splice connections
- Add on additional nineteen tieback rods and corresponding deadmen
- Strengthen sheet pile splices
- Add plate washers at tie back rod connections
- Modify connection between batter piles and vertical piles

The cost of these repairs was estimated to be \$50,000.00 in 1977. However, the development plan and uses of the I-4/C-2 parcel will ultimately dictate the extent of modifications to the bulkhead. If dredging is required to accommodate large vessels provisions must be made to avoid undermining the bulkhead. The bulkhead would require additional strengthening in order to handle heavy truck loads. Building locations must be carefully coordinated with batter piles and tie rods to avoid weakening the structure.

Prior to the development of the site, an engineering study will be required to evaluate the soundness of the existing structure and the type and quality of the fill in the upland portion of the site. The financial feasibility and physical layout of any development will be reflective of existing site conditions.

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Section II

DEVELOPMENT ISSUES

## II.A. FINANCIAL CONSIDERATIONS

The agreement between the Gloucester Housing Authority, City of Gloucester and the Gloucester House Restaurant establishes a minimum acceptable disposition price for the I-4/C-2 parcel. The ability to attract a developer willing to purchase the property for at least the minimum price depends to a great degree on the following factors:

1. Development Conditions - In the process of marketing the I-4/C-2 parcel, the City must establish the acceptable uses for the parcel and the public amenities desired from the development. Restricting a developer to certain uses or densities may adversely affect the value of the parcel. Similarly, if the City requires the developer to provide certain "public amenities" such as open space, public access or docking, the value of the parcel may also be affected. Such amenities may increase development costs and reduce potential income.
2. Site Improvements - Preliminary engineering evaluations indicate that the I-4/C-2 parcel is likely to have high site development costs due to soil conditions and the quality of existing improvements. To the extent that the City can make site improvements reducing the developers uncertainties and costs, the value of the parcel would be increased. Examples of such site improvements include dredging, filling, piling and constructing retaining walls, wharves, and docks.

To assist in the development of I-4/C-2, McGrath, Sylva & Associates in junction with the Planning Department and the Grants Administrator is pursuing a number of potential sources of financing.

The availability of these funds is subject to state and federal grant cycles and legislative appropriation and may have to be pursued in a time frame which is out of sequence with the development process of I-4/C-2.

1. Heritage State Park Program - A preliminary proposal was developed which would have provided \$8.7 million to create a Gloucester Heritage Park. \$1.5 million was allocated to I-4/C-2 for waterfront pedestrian access and commercial fishing boat dockage. The City Council voted not to apply for funding at the present time.
2. Community Dredging Project - As part of the City of Gloucester's Massachusetts Small Cities Program, a Community Dredging Project was proposed to consolidate permits, environmental review, and dredging and disposal for several small projects in the Inner Harbor. On behalf of the ultimate developer of I-4/C-2 and in anticipation of the need for dredging, McGrath, Sylva & Associates has requested that the I-4/C-2 parcel be included in this program. Approval of this funding has been received.
3. Chapter 121B Planning Funds - In May, 1982, McGrath, Sylva & Associates assisted the Grants Administrator in submitting an application for 121B planning funds in the amount of \$17,343. The funds were to be used to assist the City in preparing a development plan for the I-4/C-2 parcel. The application was not successful, due perhaps to Gloucester having received funding during the previous grant cycle.
4. Community Development Action Grant - This state program provides financial assistance in a variety of forms to community development projects when firm commitments have been received from private

developers. Funds can be used for public improvements, site preparation, low interest financing, etc. Utilization of this funding would be contingent upon the selection of a developer.

5. Offstreet Parking Facilities Program - This program, under the auspices of the Executive Office of Administration and Finance, provides 70% state financing for offstreet parking facilities in CARD districts. The program could be used to provide parking lots, decks or garages in the downtown CARD district.
6. Commercial Area Revitalization District - The I-4/C-2 as well as most of the downtown commercial area has been declared eligible to participate in the CARD program. This program makes available below market interest rate financing for the renovation and expansion of commercial and retail development.
7. Massachusetts Government Land Bank - This independent state authority can provide low interest financing for site development and construction. Presently involved at Head of the Harbor and the State Fish Pier, the Land Bank may be of assistance when a development plan is finalized.
8. Commercial Fishing Vessel Dockage - A number of programs are being investigated in anticipation of the desire to provide dockage at I-4/C-2. These programs include, Title XI of the Merchant Marine Act which provides 87½% Loan Guarantees for shoreside support facilities, and the Federal Land Bank Association and Production Credit Associations which can provide low interest financing for shoreside support facilities.

## II.B. ABUTTING PROPERTIES

The I-4/C-2 parcel's greatest asset is its location. Located adjacent to the downtown commercial district and overlooking Harbor Cove, the parcel has to be considered in the context of its surroundings. Future development on I-4/C-2 could significantly benefit the abutting properties by improving the physical appearance of the area, generating greater economic activity and linking the downtown with the waterfront. By the same token integration of abutting properties into the I-4/C-2 redevelopment could create a stronger overall development. The properties immediately adjacent to I-4/C-2 are of greatest concern, although the general downtown/waterfront area should be considered. The three abutting properties are the Building Center, the Gloucester House Restaurant, and the City parking lot.

A series of discussions have been held with the Building Center management concerning the mutually beneficial development of the I-4/C-2 area. These discussions have resulted in the conclusion that there is little likelihood of the upland portion of the Building Center being integrated into I-4/C-2. There is a willingness to consider proposals linking the waterfront and piers at the Building Center with I-4/C-2. This would allow a fuller utilization of the waterfront in Harbor Cove for a variety of marine related uses.

No substantive discussions have been held with the Gloucester House relative to the availability of the small office building between I-4/C-2 and the municipal parking lot. Consideration should be given to the integration of this property into the development plan.

The municipal parking lots in the area should be considered in relation to not only the development of I-4/C-2 but to their present utilization and occupancy. A downtown parking plan is necessary for the merchants, employees, and customers now using I-4/C-2 and to the future development of the site.

## II.C. PUBLIC ACCESS TO THE WATERFRONT

A number of studies have suggested that the I-4/C-2 development incorporate provisions for visual and/or physical access to the waterfront. A waterfront pedestrian route could be developed starting at St. Peter Park, going behind the Seafarers Union Building, incorporating the small park between Fisherman's Wharf and the Gloucester House Restaurant, along the waterfront of I-4/C-2, past the FitzHugh Lane House to Captain Soloman Jacobs Park. The I-4/C-2 would be a critical element of such a path.

The existence of public access along the water could complement certain types of development at I-4/C-2. However, public access will also reduce the area available for development, affect liability and insurance coverage for the developer and add to the cost of the development. The City needs to weigh the impacts of public access through a private development, assess the economic ramifications for the City, and consider alternatives for longrange ownership and control of these amenities.

The issue of public access has been approached with several types of arrangements including either City ownership, or private ownership with restriction such as easements and maintenance agreements. Either of these ownership types can be an appropriate method to guarantee public access at I-4/C-2.

## II.D. PARKING

Several planning studies done of the downtown/waterfront area have identified the need for additional parking to service residents, employees and customers of the commercial district. For several reasons, the provision of additional parking in the downtown area is essential to the development of the I-4/C-2 parcel. First, the existing shortage of parking has been partially alleviated by the temporary use of I-4/C-2 for public parking. At the present time the I-4/C-2 lot serves 80-100 cars daily of which an estimated 80% are downtown merchants and employees parking from 8 a.m. to 5 p.m. The development of I-4/C-2 will likely displace these vehicles and reduce the number of available on-street spaces.

Second, the development of I-4/C-2 may create an increased demand for off-site parking depending on the types of uses, and density requirements. As early as 1971, a Frederic Harris report on I-4/C-2 concluded that adequate parking to support a "mixed use" type of development cannot be provided on-site and additional public parking is necessary nearby.

In 1978, a traffic and circulation study by Vorhees and Associates concluded that not only is there a shortage of downtown parking but that the development of I-4/C-2 would generate a demand for an additional 100 spaces. The 1980 Update of the General Plan Report also indicates there is a need for additional adequate and convenient parking downtown. The report links the development of I-4/C-2 to the provision of additional parking. The successful development of I-4/C-2 will require a solution to the downtown parking situation.

## II.E. POTENTIAL USES

There are a variety of potential uses which could be successfully utilized on I-4/C-2. Indeed, a number of proposals were received in past years for uses as diverse as a fish processing plant, hotel, car wash, restaurant and marina. We have tried to briefly summarize the types of uses that could be proposed for I-4/C-2 and the advantages and disadvantages of each.

Ultimately, it is up to the City to decide which uses out of all the potential uses would be acceptable at I-4/C-2. Through the Urban Renewal Plan and Zoning Ordinances, the uses of the property may be broadly defined or very restrictive. A mixed-use type of development appears to be desirable on this site and would require a broad definition of allowable uses even though only a small portion of the site is dedicated to any particular use.

From our investigation, invitations for developers should allow a mixed-use concept that would respond to the public access and dockage issues while providing enough flexibility to maximize economic feasibility.

## II.E.1. WATERFRONT MARINE-RELATED

In order to provide the maximum financial return to City from the I-4/C-2 development and to complement the upland development, full utilization of the waterfront for marine-related uses is desirable. With the potential to integrate the waterfront of the Building Center, the area available for marine-related activity could roughly double. To effectively complement upland activities, waterfront uses should provide sufficient financial return to recover the investment in piers and wharves, and require little upland support area.

There appear to be four types of uses of the waterfront which should be considered. These uses are not necessarily mutually exclusive, and include Commercial Fishing Vessels, Harbour Tour/Whale Watching/Charter Boats, Lobster Wholesale/Retail Operation and Pleasure Boat Docking. A potential developer would examine the investment required in piers and wharves, the potential financial return, the seasonality of use, the mix of uses, and the extent to which these uses could complement the remainder of the development.

The advantages and disadvantages of each type of use are briefly summarized below:

### 1. Commercial Fishing Vessels

This use has strong support in the City but is the most problematical from a financial standpoint. There has been a continuing sentiment within the fishing industry that there is a need for additional dockage. While Head of the Harbor will create space for numerous vessels, it has been suggested that I-4/C-2 also accommodate commercial fishing vessels. At the present time, the parcel is being used to a limited extent for small vessel dockage.

Commercial fishing vessels would be an attractive addition to a "mixed use" type of development and would provide visitors to Gloucester an opportunity to view vessels at close range. However, it would not necessarily generate additional economic activity on the upland area.

It is difficult to assess the financial viability of fishing vessel docking because vessels have not traditionally paid a discrete price for berthing. Vessels are charged indirectly for berthing through sales of fuel, ice and provisions, vessel repairs, and fish pricing. The current construction costs of adequate dockage and dredging indicate that excessive rentals would have to be received to recover the financial investment in piers and wharves. Unless additional services such as fuel or ice can be provided, commercial fishing vessel dockage is not likely to be financially viable.

If as is a matter of public policy, the City requires commercial berthing to be part of the development, then the developer would attempt to recover these costs within the upland development. It is our observation that to accomplish this objective a developer would be forced to cut back on the quality of the development or on other public amenities.

One alternative the City could pursue is a direct subsidy of the costs of wharf construction through federal, state or local financing. If the City desires commercial fishing vessel docking, we recommend that a grant or low-interest loan be vigorously pursued. We believe such an effort could be successful and

suggest that discussions regarding the scope and acceptability of such financing be immediately commenced.

2. Harbor tour/Whale watching/Charter boats

This type of business has been expanding greatly in the last five years in Gloucester and other New England ports. The business attracts visitors from out of town and is a three season operation. This use could provide a substantial spinoff in retail sales and restaurant trade on the upland portion of the site, and would help to establish I-4/C-2 as a "destination" for visitors. With proper scheduling and remote berthing, very few slips would be required to load and unload passengers. Providing the necessary parking facilities on the site could be troublesome, and remote parking and public transportation would have to be considered. However, this use appears to be financially viable and an attractive addition to any I-4/C-2 development.

3. Lobster Wholesale/Retail

A lobster wholesale/retail operation could effectively utilize a portion of the waterfront. With only one or two slips necessary to handle unloading operations, and a minimal upland area requirement, a lobster operation could generate significant retail sales while providing an outlet for the landings of the local lobster fleet. Upfront costs for wharf construction are low for this type of use and could easily be absorbed by the wholesale/retail trade.

4. Pleasure Boat Dockage

At the present time there is little opportunity for visitors coming to Gloucester by water to dock in the downtown area and come ashore. Existing marinas in Gloucester are fairly remote from

the downtown retail area. The provision of short term berthing for transient pleasure boats would complement a mixed use type of development as well as hotel/motel development.

Pleasure boat berths are in high demand in the Gloucester area and might present a financially attractive use of the waterfront.

A full service marina would be inappropriate as it would require substantial upland for vessel storage and repair.

## II.E.2. HOTEL/MOTEL

Several studies have been prepared for developers and for the City of Gloucester that address the potential for the development of a hotel/motel on I-4/C-2. It is not unusual generally and specifically in relation to this parcel, that these reports recommend that such a facility would be financially feasible.

McGrath, Sylva & Associates have reviewed these reports and while we are unable to definitively state that such a development is not realistic, we can observe that there is a serious question of the potential. This observation is based on three factors:

1. Since March 1, 1973, the designated developer, the Gloucester House Restaurant has been unable to obtain financing for such a development.
2. A study prepared by prospective developers in 1981 indicated such a development was not financially feasible.
3. The property has been offered for sale by Gloucester House Restaurant for several years and no purchasers could be found.

McGrath, Sylva & Associates does not suggest during the preparation of a Development Plan that such use be discarded. We hold the opinion that in a mixed use development concept, a strong and well-financed developer may be able to build and finance a hotel or motel. Such a developer would require enough capital to allow a one to two year period for the promotion of the facility before a reasonable return on the investment could be expected.

It also should be noted that in one transient housing study, a recommendation was made that a motel on the site should be operated for nine months of the year and closed during December, January, and February. We believe that any development of this parcel should be based on a year round activity. More limited utilization would have a negative impact on the area.

### II.E.3. RETAIL/COMMERCIAL

Retail/Commercial development is currently allowed on I-4/C-2 under existing zoning and urban renewal requirements. A 1971 feasibility study on a "mixed use" type of development concluded that retail uses would be an attractive, economically viable use of the ground floor for I-4/C-2. In 1978, two of the proposals received contemplated specialty shops, restaurants, retail sea-food markets and similar types of uses.

The feasibility of retail development at I-4/C-2 in 1982 would depend on several factors:

1. The attractiveness of the I-4/C-2 development and surrounding areas and the ability to generate increased retail traffic year round.
2. The availability of adequate parking.
3. The existence of competitive space elsewhere in Gloucester in terms of price, location and quality.

McGrath, Sylva & Associates strongly suggests that serious consideration be given to retail uses as the foundation of any development plan. Retail development provides employment, generates considerable economic activity locally, can be combined with a number of other attractive uses, and is compatible with public access to the waterfront. The higher rental income generated from retail development would increase economic feasibility and allow higher quality design and construction.

#### II.E.4. OFFICE

The development of new office space in Gloucester and eastern Massachusetts, with the construction costs and financing terms now prevalent, requires that the office space command a rental in excess of \$15.00 per square foot.

With the exception of owner/user development of space in downtown Gloucester, little new office space has been developed in recent years. There has been a history of renovation of older structures and the conversion of residential structures to office space. There is little evidence that a speculative office building designed for multi-tenant occupancy would be successful.

However, if a major tenant for fifty percent, or more, of a proposed building could be identified, the viability of such a development would be improved substantially. We are aware that discussions have been held with, and studies have been conducted by N.O.A.A. for the relocation of their offices into 25,000 square feet of office space. If a tenant requiring such an area would commit to occupancy at I-4/C-2, a building or a portion of a building could be allocated to such use.

With office use, the parking requirements and length of stay vary depending on the types of business or professional use. The assessment of this need and coordination of the parking requirements for users of the I-4/C-2 area is important in evaluating proposals for office use.

## II.E.5. RESIDENTIAL

The entire length of the Massachusetts coast has experienced demand for both single and multi-family residential development. It is obvious that a downtown site on the waterfront, such as I-4/C-2, is inappropriate for a single-family residential use. However, some form of multi-family residential development involving first floor retail, public access requirements, and waterfront marine-related uses may be acceptable.

Presently, the Urban Renewal Plan allows for motel and transient housing, types of development, but precludes the use of the property for other residential purposes. It appears to be in the interest of the City to allow proposals to be reviewed involving some type of residential use for a portion of the parcel. With the potential problems of economic feasibility for office use, and with some concern as to the viability of a hotel/motel development, it would be prudent for the city to include residential development among the potential uses to be considered.

The favorable ramifications of such use include:

1. Residential developments vary in construction and design, but the better developments reflect positively on the surrounding areas and respect their coastal environs. Clearly, high quality design and the provision of amenities is more critical to the economic feasibility of residential developments than to other types of uses.
2. The positive economic feasibility of residential development is evidenced by the continuing demand throughout the Massachusetts coast from Cape Cod, the South Shore, Boston, Lynn, Swampscott, Marblehead, Beverly, Gloucester, etc. The strong

economic feasibility of residential use may indicate that the highest and best use of the site will be for a multi-use, retail-marine-related-residential complex.

3. Residential use may allow less economically viable but more desirable uses to be included or expanded in the total development.
4. Residential uses would create downtown activity during longer hours than would office or commercial uses.

#### II.E.6. INDUSTRIAL

The Urban Renewal plan and City Zoning Ordinance presently allow industrial uses on the I-4/C-2 parcel. In 1978, three proposals were received for industrial uses, i.e., fish processing. In fact, the developer designated in 1978 would likely have constructed a fish processing plant on I-4/C-2 were it not for legal complications over the property.

Generally in Gloucester, fish processing will support lower land values than commercial, retail or other industrial uses. The level of interest expressed in the Head of the Harbor will provide some indication of the potential marketability of I-4/C-2 for fish processing. However, with the availability of the Head of the Harbor Seafood Industrial Park and the potential for the development of new fish processing sites on the State Fish Pier, Gloucester appears to have a reasonable amount of opportunities for fish processing sites. With the advantages of linking the downtown commercial areas with the waterfront, there appears to be little public support for industrial uses at I-4/C-2.

The agreement signed between the City, the Gloucester Housing Authority and Gloucester House Restaurant is based upon the use of I-4/C-2 for non-industrial purposes, and McGrath, Sylva recommends that the use of the parcel for industrial purposes be given no further consideration.

### III. DEVELOPMENT PLAN AND PROCESS

To transform I-4/C-2 from its present status to an attractive, appropriately developed asset of the City will require the simultaneous pursuit of three objectives.

First and foremost is the process leading to a consensus on the acceptable uses and development objectives for I-4/C-2. Given the existing confusion and conflicts surrounding the Urban Renewal Plan, the zoning ordinance and proposed modifications, special permit requirements, public access, etc. it is absolutely essential that prior to soliciting development proposals, the City put in writing its goals and objectives. All elements of the City of Gloucester which provide policy direction or regulatory control should be involved in this planning process. McGrath, Sylva & Associates has tried to outline some of the issues to be considered in the planning process and to present the financial considerations and constraints which also must be addressed.

It is our suggestion that an Ad Hoc Committee be appointed by the Mayor to recommend a "Development Plan" for I-4/C-2. The Ad Hoc Committee should be charged with reviewing this report, working with City staff and consultants, considering the development issues and presenting their findings to the Mayor within a fixed period of time.

A second and equally important pursuit is the transfer of the project to an agency capable of providing ongoing management. The development of I-4/C-2 will likely require amendment of the Urban Renewal Plan, engineering reviews, legal analysis, financial audits, site improvements yet to be determined, execution of agreements with abutters, and solicitation and review of development proposals.

It is our understanding that the Gloucester Housing Authority has neither the financial resources nor the desire to undertake these actions. The City of Gloucester, while potentially having the financial and personnel resources to carry out such an undertaking, cannot legally take control of the project without incurring unacceptable liabilities. McGrath, Sylva therefore recommends that steps be taken to begin the transfer of the R-133 project to the authorized city urban renewal agency, the Gloucester Redevelopment Authority. This is not a simple or quick process but is nevertheless a necessary one. It is important that this action be commenced forthwith so that the transfer is in effect by the time a development plan has been completed.

A third and final element is the pursuit of financial assistance for the development. In order to provide the city with the highest quality development with the highest financial return to the City it is imperative that every avenue of financial assistance be considered. As previously noted, McGrath, Sylva will continue to work with the Planning Department and the Grants Administrator to develop financial assistance for related site improvements, for public amenities and for public improvements. The success of the project in terms of the city's goals and objectives may well rest on the ability to utilize federal and state assistance programs.

HISTORY OF EVENTS SURROUNDING I-4, C-2 PARCEL

- 1961 - Planning process started
- April 12, 1962 - Area declared decadent and substandard
- June 13, 1963 - Urban Renewal Plan issued
- August 1, 1963 - City Council approves Urban Renewal Plan
- June 14, 1965 - Property acquired by GHA from Frank E. Davis Fish Co. (C-2) and Quincy Market Cold Storage & Warehouse Co. (I-4)
- May 1966 - Letter of Interest in I-4 parcel from Ocean Crest Seafood
- July 15, 1966 - Proposals for C-2 parcel submitted by Henderson and Johnson Co. and the Building Center
- August 22, 1966 - Henderson and Johnson designated as developer for C-2 (but subsequently declined)
- April 1967 - Building Center submits plans for development of C-2
- May 15, 1967 - Letters of Interest requested on I-4
- May 24, 1967 - I-4 redevelopers Kit sent to Gloucester House Restaurant, Ocean Crest Seafood, A&N Machine Co., Gloucester Marine Railways, Jim Sallah and Gordon Weiner. Designated uses were fish processing, vessel repair and boat supplies.
- August 3, 1967 - GHA votes to negotiate only with Building Center on C-2 parcel
- February 27, 1968 - Proposal for I-4 submitted by Gloucester Marine Railways
- April 25, 1968 - Tonpiemar Inc. submits proposal for I-4 and portion of C-2
- May 1968 - Housing Authority finds Building Center proposal for C-2 not in conformance
- June 25, 1968 - Gloucester Marine Railways designated developer
- December 26, 1968 - Building Center again submits Letter of Interest and deposit for C-2

- November 4, 1970 - Gloucester House submits Letter of Interest on I-4 for parking
- January 4, 1971 - Walter Fronteira submits Letter of Interest on I-4 for fish processing
- January 6, 1971 - Meridian Seafood submits Letter of Interest on I-4 for fish processing
- October 29, 1971 - Housing Authority receives feasibility study on waterfront motel
- January 1972 - Housing Authority decides to combine parcels I-4 and C-2 and allow either commercial or industrial uses
- June, July and October 1972 - Housing Authority advertises availability of I-4, C-2 parcel
- August 1, 1972 - Building Centers deposit on C-2 returned
- November 30, 1972 - Proposal for I-4, C-2 submitted by Fisherman's Walk, (Riley and Marino) for Hotel/Marina
- December 4, 1972 - Proposal submitted by Building Center for C-2 only
- December 5, 1972 - Gloucester House Restaurant submitted motel proposal for I-4, C-2
- December 5, 1972 - Proposal submitted by George Polisson on C-2 for Car-wash
- December 5, 1972 - Proposal submitted by Waterfront Realty (James Sallah) for Holiday Inn on I-4, C-2
- January 3, 1973 - Gloucester House submits additional information
- January 1973 - Fay, Spofford and Thorndike report evaluating proposals for I-4, C-2
- January 31, 1973 - Bill of Complaint filed by Fisherman's Walk claiming they are only qualified developer
- March 1, 1973 - Housing Authority advertises award to Gloucester House Restaurant
- March 13, 1973 - Contract for sale of land to Gloucester House Restaurant executed
- August 7, 1973 - Deed to I-4, C-2 signed for \$48,00.00

- January 16, 1974 - Design review of proposed Ramada Inn submitted to Housing Authority
- May 8, 1974 - Letter from hotel architect agreeing to design review recommendation
- December 9, 1974 - Letter from Gloucester House Restaurant explaining delays due to litigation and permitting
- March 19, 1975 - Housing Authority request status report on progress of hotel development
- May 22, 1975 - Housing Authority request meeting with Linquata to discuss lack of financing
- July 18, 1975 - Housing Authority notifies Linquata that he is in default of redevelopment agreement
- August 28, 1975 - Housing Authority requests Linquata to attend next meeting and provide status report
- November 26, 1975 - Housing Authority requests status report on financing from Linquata by December 2, 1975
- March 19, 1976 - Housing Authority met with Linquata to discuss status of financing
- April 23, 1976 - Housing Authority presents written demand for performance by Linquata
- October 25, 1976 - Time extension for performance of re-development is denied by Housing Authority
- November 5, 1976 - Certificate of re-entry filed by the Housing Authority
- 1977 - Continuing negotiations between GHA and Gloucester House on method of resale of I-4, C-2 parcel
- January 10, 1978 - I-4, C-2 parcel offered for minimum price of \$200,000.00. Onebid of \$50,000.00 was received
- February 16, 1978 - I-4, C-2 re-offered at \$67,500.00
- April 20, 1978 - Proposals received for I-4, C-2 from America East Corporation for hotel/marina and commercial development; from Bay Trading Corporation for fish processing; from Gerard/Oceanside for fish processing; from Gloucester House Restaurant for parking and gear storage; from Lobster Wharf Associates for commercial, retail and marina uses; and from Ocean Crest Seafoods for fish processing. Bids ranged from \$100,000.00 - \$138,000.00

May 25, 1978 - Design review of proposals submitted to Gloucester Housing Authority

August 1978 - Gerard/Oceanside designated as developer for I-4, C-2

August 30, 1978 - Court action initiated by Gloucester House relative to I-4, C-2 parcel

April 10, 1979 - Gerard/Oceanside withdraws offer due to ongoing litigation over parcel

January 22, 1982 - Agreement signed between Linguata and City of Gloucester/Gloucester Redevelopment Parcel.

April 14, 1982 - Dismissal stipulation of Court Action executed by Linguata.

June, 1982 - Title search received by City of Gloucester.

June, 1982 - Rejection by the City Council of the Heritage Park proposal.

AGREEMENT

This Agreement is made this 22<sup>nd</sup> day of January, 1982 between and among the Gloucester House Restaurant, Inc., a Massachusetts corporation with a usual place of business at Seven Seas Wharf, Gloucester, Massachusetts ("Gloucester House"), the City of Gloucester, a municipal corporation organized pursuant to the Massachusetts General Laws with a usual place of business at City Hall, Gloucester, Massachusetts ("City", said term to include any public agency designee of the City including the Gloucester Redevelopment Authority) and the Gloucester Housing Authority, a corporate body politic organized pursuant to Massachusetts General Laws Chapter 121B, with a usual place of business at Maplewood Park, Gloucester, Massachusetts ("Authority").

WHEREAS, the Authority conveyed to the Gloucester House a certain parcel of land within the Waterfront Urban Renewal Project in the City of Gloucester and commonly referred to as the C-2 and I-4 parcels (the "Premises") on the seventh day of August, 1973;

WHEREAS, the Gloucester House pursuant to a land disposition agreement with the Authority attempted to construct a hotel/motel development for approximately 100 units and did commence construction activities by obtaining approvals from governmental authorities and by constructing a steel bulkhead and filling and extending the land so conveyed;

WHEREAS, the Gloucester House was not able to commence construction on the hotel after having prepared the site for the same;

WHEREAS, the Housing Authority on the fifth day of November, 1976 did file in the Essex County Registry of Deeds a Notice that they were exercising their right of reverter to said land because of the failure of the Gloucester House to complete construction on the hotel/motel as required by the contract between the parties;

WHEREAS, the Housing authority and the Gloucester House have not been able to reach agreement as to the disposition of the premises;

WHEREAS, the Gloucester House has commenced suit against the Authority in Essex Superior Court, Civil Action No. 12378, and has filed a lis pendens against the property to give notice of claim for title and for damages as a result of the Authority's filing of a Notice claiming a reverter of title to the Premises in said Deeds;

WHEREAS, as a method of settling the controversy and said litigation, the Gloucester House, Authority, and the City have agreed that the suit shall be dismissed with prejudice and without costs;

WHEREAS, the parties desire the expeditious completion of the development of the Premises;

WHEREAS, the parties intend that their full agreement as to the disposition of the Premises shall be contained in this instrument;

NOW, THEREFORE, the parties in consideration of their mutual covenants hereby agree as follows:

1. On or before February 22, 1982, the Gloucester House shall
  - (a) dismiss the suit against the Authority, Essex Superior Court Civil Action No. 12378, with prejudice and without costs;
  - (b) release its lis pendens affecting the Premises;
  - (c) discharge any and all mortgages granted by it or its officers that affect the Premises;
  - (d) deliver to the Authority a deed or such other document from the Gloucester House releasing all right, title and interest in the Premises to the Authority;
  - (e) deliver to the City all reports, studies, data and other information within its possession or control relating to title and to the development of the Premises;
  - (f) provide the City and the Authority any other instruments or documents within its possession or control as might reasonably be required in order to establish clear and marketable title to the Premises.

2. On or before February 12, 1982, the Authority shall
  - (a) execute an agreement with the City (1) delegating to the City the operation, management and control of that portion of the (First) Waterfront Urban Renewal Area, Project No. Mass. R-33, known as Parcels C-2 and I-4, for the purposes of planning, marketing and disposing of said parcels for development; (2) covenanting to deliver such deeds and other documents as are necessary to convey its right, title and interest in the Premises to such developer as is awarded all or part of the Premises; (3) consenting to the transfer of the Premises and/or the Urban Renewal Project No. Mass. R-33 to the Gloucester Redevelopment Authority in the event that the City, in its discretion, hereafter deems such transfer in the best interest of the Urban Renewal Project No. Mass. R-33;
  - (b) deliver to the City all records, documents, data and other information within its possession or control relating to the development of the Premises;
  - (c) provide the City with any other instruments or documents within its possession or control as might reasonably be required to carry out the purposes of this Agreement.
3. The City and the Authority shall use their best efforts to amend, to the extent necessary, the Urban Renewal Plan for the (First) Waterfront Urban Renewal Area, Project No. Mass. R-33, adopted June 13, 1963 and amended March 2, 1967 to include as allowable uses of the Premises thereunder retail, office, commercial and residential uses.
4. The City, upon execution of the agreement described in Paragraph 2 herein, shall proceed to
  - (a) prepare a development plan for the Premises; and
  - (b) market and sell the Premises for development consistent with the development plan.
5. Upon disposition of the Premises, the proceeds therefrom shall be distributed as follows:
  - (a) the first proceeds shall be paid to the City as reimbursement of the costs it incurs in carrying out this Agreement, up to the amount of ONE HUNDRED TEN THOUSAND DOLLARS (\$110,000.);

- (b) the second proceeds, if any shall remain, shall be applied to reimburse the Authority for expenses it has incurred in developing the Premises up to the sum of FIFTY THOUSAND DOLLARS (\$50,000.), said expenses to be audited and verified as expenditures arising out of the original land disposition agreement and subsequent dispute between the Authority and the Gloucester House;
- (c) the third proceeds, if any shall remain, shall be paid to the Gloucester House in an amount up to THREE HUNDRED THOUSAND DOLLARS (\$300,000.);
- (d) the fourth proceeds, if any shall remain, shall be paid in equally divided shares (50-50) to the City and the Gloucester House.
6. Notwithstanding the provisions of Paragraph 5 herein, in the event that sale of the Premises to a developer results in the receipt of an amount less than the total sum of the City's expenses as set forth in Paragraph 5(a) herein, plus the Authority's expenses as set forth in Paragraph 5(b) herein, plus the amount of TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000.), the City shall pay to the Gloucester House the sum of TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000.) in full discharge of any and all rights of the Gloucester House to any payment under this Agreement.
7. The deed(s) of transfer or conveyance of the Premises to a developer shall include a covenant running with the Premises that the Premises shall not be used for purposes of a restaurant having table-seating capacity and specializing primarily in the preparation and sale of seafood or shellfish on the premises, said covenant to grant to the Gloucester House, its successors and assigns, the right to enforce the covenant.
8. In the event that the City has not sold or conveyed the Premises within five (5) years of the date of this Agreement, then this clause shall become effective and the Premises shall be conveyed to Gloucester House on the following terms and conditions:

- (a) the Gloucester House shall pay to the City an amount equalling the fair market value of the property as of the date this clause becomes effective, less the sum of FOUR HUNDRED AND FIFTY THOUSAND DOLLARS (\$450,000.);
  - (b) the sum of \$450,000 set forth in Paragraph 8(a) herein is agreed to represent the amount that Gloucester House would have received (\$300,000) pursuant to paragraph 5(c) of this Agreement, plus simple interest at the rate of ten (10) per cent over the period of five years;
  - (c) the fair market value of the Premises shall be established by the appraisal procedure set forth in Exhibit A, attached hereto;
  - (d) the conveyance to the Gloucester House shall be subject to all then-existing statutes, ordinances, regulations and Urban Renewal Plan for the (First) Waterfront Urban Renewal Area, Project No. Mass. R-33;
  - (e) the Gloucester House shall use the Premises in the same manner as proposed in the development plan as prepared by the City pursuant to paragraph 4 of this Agreement;
  - (f) except as provided above, the title conveyed to Gloucester House shall be no more encumbered than it was immediately following the conveyance by Gloucester House to the Authority pursuant to Paragraph 1, supra.
9. The City and the Authority shall not transfer or assign to the City's designee any right, title or interest in the Premises or in this Agreement unless and until the designee obligates itself, in writing, to assume all obligations of the transfer under this Agreement. Notwithstanding such transfer or assignment, the City shall remain obligated to the Gloucester House for the fulfillment of the terms and conditions of this Agreement.
  10. Except as required by law, the City and the Authority agree not to reject a future development proposal for the Premises in which Gloucester House has an interest solely on the basis of the previous default of Gloucester House relating to the Premises.
  11. The City and the Authority, in their discretion, may agree in writing that the City will pay in advance of the sale of the

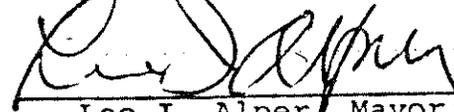
Premises all or any part of the outstanding expenses of the Authority relating to the Premises; provided, that any amount so paid shall be deducted from the maximum amount of sale proceeds due to the Authority pursuant to Paragraph 5(b) of this Agreement and that amount shall be added to the maximum amount reimbursable to the City under Paragraph 5(a) herein.

By their signatures below, the parties assent to all of the terms and conditions set forth herein and agree that this Agreement shall be binding upon them and their heirs, executors, administrators, successors and assigns and may not be modified or terminated except by an instrument in writing signed by all of the parties.

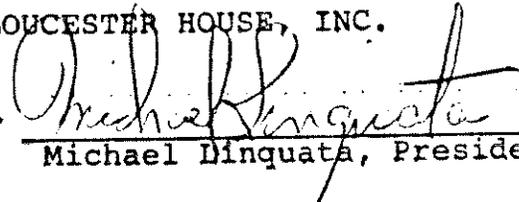
Approved as to Form:

  
Janet L. Myers, Gen. Counsel,  
City of Gloucester

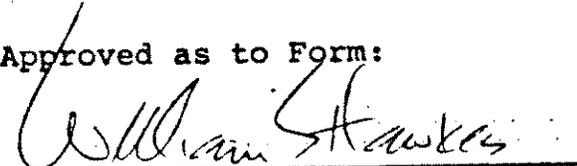
CITY OF GLOUCESTER

By   
Leo I. Alper, Mayor

GLOUCESTER HOUSE, INC.

By   
Michael Dinguata, President

Approved as to Form:

  
William S. Hawkes,  
Counsel to the  
Gloucester Housing Authority

GLOUCESTER HOUSING AUTHORITY

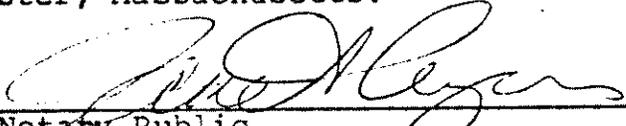
By   
John J. Salah, Chairman

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

Gloucester, January 22, 1982

Then appeared before me the above-named Leo I. Alper, Mayor of the City of Gloucester, and acknowledged the execution of the within Agreement as the duly authorized free act and deed of the City of Gloucester, Massachusetts.

  
Notary Public

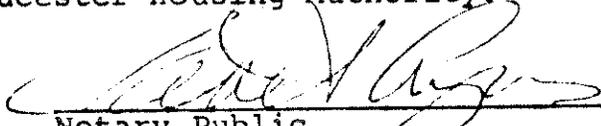
My Commission Expires: 7/16/87

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

Gloucester, January 25, 1982

Then appeared before me the above-named John J. Salah, Chairman of the Gloucester Housing Authority, and acknowledged the execution of the within Agreement as the duly authorized free act and deed of the Gloucester Housing Authority.

  
Notary Public

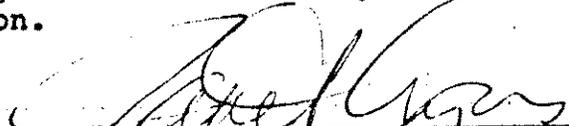
My Commission Expires: 7/16/87

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

Gloucester, January 22, 1982

Then appeared before me the above-named Michael Linguata, President of Gloucester House Restaurant, Inc., and acknowledged the execution of the within Agreement as the duly authorized free act and deed of the corporation.

  
Notary Public

My Commission Expires: 7/16/87

Exhibit A

APPRAISAL PROCEDURE

If the City has not sold the Premises within five (5) years from the date of this Agreement, the City shall designate an appraiser by notice in writing to the Gloucester House, which designation shall be accompanied by the written acceptance of such designee of such appointment.

The Gloucester House shall have a period of ten (10) days after receipt of said notice within which to designate an appraiser by notice in writing to the City which shall be accompanied by the written acceptance of such designee of such appointment. If the Gloucester House does not designate such an appraiser within said ten-(10)-day period, the appraiser designated by the City, shall alone conduct the appraisal.

If two appraisers have been designated as aforesaid, the two appraisers thus designated shall promptly name a third appraiser, and notice of such designation (together with a copy of the acceptance by such designee) shall be given to the City and to Gloucester House. If the two appraisers do not, within a period of ten (10) days after the appointment of the latter of them, agree upon and designate a third appraiser, either appraiser may petition any court having jurisdiction for the appointment by said court of the third appraiser.

The appraiser, or appraisers, shall conduct the appraisal to determine the then current market value of the Premises subject to the then existing laws, controls and ordinances.

The appraisers shall conduct such appraisal expeditiously and if any appraiser shall fail, refuse or neglect to perform his duties as such appraiser, he may be replaced by the person or persons originally appointing him, or by the court if such appointment was by the court.

The decision of the sole appraiser or of any two of said appraisers shall be final and binding on all parties, except that if two of the three appraisers are unable to agree, the appraisal of the third and independent appraiser shall govern.

The results of such appraisal shall be sent to all of the parties as soon as it has been completed.

Each party shall pay the costs and expenses of the appraiser appointed by it, and they shall share equally the costs and expenses of the third independent appraiser.

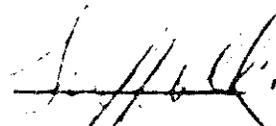
RELEASE OF LIS PENDENS

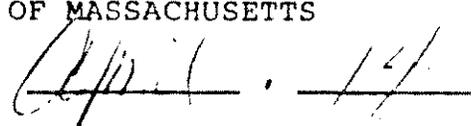
Now comes Charles J. Speleotis, attorney for Gloucester House Restaurant, Inc. and says that the litigation referred to in the LIS PENDENS recorded in the Essex So. District Registry of Deeds on August 30, 1978 at Book 6511, Page 059 has been dismissed by stipulation of the parties as is evidenced by the Certificate of Judgment attached hereto and the LIS PENDENS is hereby discharged.

GLOUCESTER HOUSE RESTAURANT, INC.  
By its attorney,

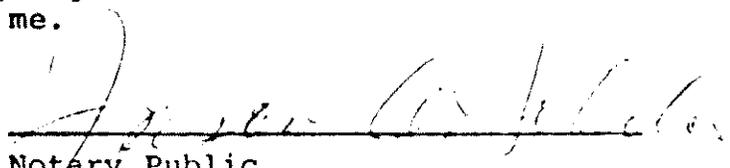
  
\_\_\_\_\_  
Charles J. Speleotis  
Guterman, Horvitz, Rubin & Rudman  
Three Center Plaza  
Boston, Massachusetts 02108

COMMONWEALTH OF MASSACHUSETTS

  
\_\_\_\_\_  
SS.

  
\_\_\_\_\_, 1982

Personally appeared the above-named Charles J. Speleotis and made oath that the statements by him above-described are true and acknowledged the foregoing instrument to be his free act and voluntary deed, before me.

  
\_\_\_\_\_  
Notary Public

My commission expires: 8/5/89

JASON A. SOKOLOV  
NOTARY PUBLIC  
MY COMMISSION EXPIRES AUGUST 5, 1989

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

SUPERIOR COURT DEPARTMENT OF THE TRIAL COURT  
Civil Action No. 12378

GLOUCESTER HOUSE RESTAURANT, INC., )  
Plaintiff )  
v. )  
ANDREW NICKAS ET AL, )  
Defendants )

CERTIFICATE  
OF JUDGMENT

I hereby certify that the above numbered and entitled action was begun by a complaint filed in this Court on August 30, 1978; and,

After various proceedings in this Court, all of which appear of record, said action was continued from time to time unto , when on said day, a Stipulation of Dismissal was filed, and Judgment entered on the docket under Rule 41(a)(1), with prejudice and without costs, pursuant to Mass. R. Civ. P. 58(a) as amended, and notice sent to parties pursuant to Mass. R. Civ. P. 77(d).

A copy of said Judgment is attached hereto and made a part hereof.

WITNESS my hand and seal of said Court, at Salem, in said County and Commonwealth, this day of , A.D. 1982.

Assistant Clerk

COMMONWEALTH OF MASSACHUSETTS

ESSEX, SS.

SUPERIOR COURT  
No. 12378

GLOUCESTER HOUSE RESTAURANT, INC., )  
 )  
 Plaintiff )  
 vs. )  
 )  
 ANDREW C. NICKAS, GRACE MILLER, )  
 WALTER CAREY, WALTER NELSON, )  
 EDWARD PASQUINA As They Constitute )  
 the Board of the GLOUCESTER )  
 HOUSING AUTHORITY, )  
 Defendant )

STIPULATION OF DISMISSAL

The parties to the above-entitled action, pursuant to the provisions of Mass. R. Civ. P. 41(a)(1)(ii), hereby stipulate that said action be dismissed with prejudice and without costs. The parties acknowledge that the conditions of this dismissal are contained in an Agreement dated January 22, 1982.

GLOUCESTER HOUSE RESTAURANT, INC.

By its attorney,

Dated:

April 14, 1982

Charles J. Speleotis

Charles J. Speleotis  
Guterman, Horvitz, Rubin & Rudman  
Three Center Plaza  
Boston, Massachusetts 02108  
Telephone: 227-8010

GLOUCESTER HOUSING AUTHORITY

By its attorney,

Dated:

\_\_\_\_\_

William S. Hawkes  
William S. Hawkes  
Mahoney, Hawkes & Goldings  
One Walnut Street  
Boston, Massachusetts 02108  
(617) 367-2900



DISCHARGE OF MORTGAGE

We, Leonard and Michael L. Linguata, of Gloucester, Essex County, Massachusetts, holders of a mortgage given by the Gloucester House Restaurant, Inc., a Massachusetts corporation with a usual place of business at Seven Seas Wharf, Gloucester, Essex County, Commonwealth of Massachusetts, dated October 28, 1976 and recorded with the Essex South District Registry of Deeds at Book 6293, Page 416, acknowledge satisfaction of said mortgage.

Witness the execution hereof under seal this 24<sup>th</sup> day of April, 1982.

Leonard Linguata  
Leonard Linguata  
Michael L. Linguata  
Michael L. Linguata

COMMONWEALTH OF MASSACHUSETTS

ESSEX, SS.

April 24, 1982

Then personally appeared the above-named Leonard Linguata and Michael L. Linguata and acknowledged the foregoing instrument to be their free act and deed, before me,

Charles J. Speletis  
NOTARY PUBLIC  
My commission expires: Sept. 8, 1983

S 33-27-03 E a distance of twenty-two and thirty-seven hundredths (22.37) feet, to land now or formerly of Building Center, Inc., thence turning and running:

S 55-57-50 W a distance of twenty-five and thirty-two hundredths (25.32) feet, thence:

S 50-06-00 W a distance of eighty-five and thirty hundredths (85.30) feet, thence:

S 20-10-50 W a distance of ninety and forty-two hundredths (90.42) feet, thence:

S 13-25-30 W a distance of ninety-one and eighty-seven hundredths (91.87) feet, thence:

S 09-45-20 W a distance of seventy-two and eighteen hundredths (72.18) feet, thence:

S 00-39-00 E a distance of one hundred twenty-three and thirty-three hundredths (123.33) feet, thence turning and running:

by the Harbor Commissioners' line N 58-43-35 W a distance of seventy-nine and seventy-nine hundredths (79.79) feet to a point, thence:

S 89-31-27 W a distance of one hundred twenty-eight and eighty-two hundredths (128.82) feet, thence turning and running by land now or formerly of Seven Seas Wharf, Inc. and by land now or formerly of the City of Gloucester:

N 14-31-10 W a distance of two hundred forty-eight and sixty-six hundredths (248.66) feet, thence:

N 11-51-50 W a distance of seventy-three and fifty-seven hundredths (73.57) feet, thence:

N 11-09-20 W a distance of sixty-two and twenty-one hundredths (62.21) feet to the point of beginning.

Containing 107,270 square feet, more or less.

Being the same land conveyed to Gloucester House Restaurant, Inc. as redeveloper by the Gloucester Housing Authority by deed recorded in the Essex South District Registry of Deeds in Book 6002 at Page 759.

No Massachusetts excise stamps are attached hereto as this deed is given in confirmation of a Certificate of Entry, dated November 5, 1976, and filed by the Gloucester Housing Authority in said Deeds at Book 6296, Page 285, revesting title in said Authority in the before-described parcel of land.

Date: April 24, 1982

GLOUCESTER HOUSE RESTAURANT, INC.

By: Michael Liguata  
Michael Liguata, President

By: Leonard Liguata  
Leonard Liguata, Treasurer

COMMONWEALTH OF MASSACHUSETTS

ESSEX, SS.

April 24, 1982

Then personally appeared the above-named Michael Liguata, President of the Gloucester House Restaurant, Inc., and acknowledged the foregoing instrument to be the free act and deed of the Gloucester House Restaurant, Inc., before me,

Charles J. Spektoris  
NOTARY PUBLIC Charles J. Spektoris

My commission expires: Sept 8, 1983

COMMONWEALTH OF MASSACHUSETTS

ESSEX, SS.

April 24, 1982

Then personally appeared the above-named Leonard Linqata, Treasurer of the Gloucester House Restaurant, Inc., and acknowledged the foregoing instrument to be the free act and deed of the Gloucester House Restaurant, Inc., before me,

Charles T. Spekeotis  
NOTARY PUBLIC Charles T. Spekeotis  
My commission expires: Sept 8, 1983