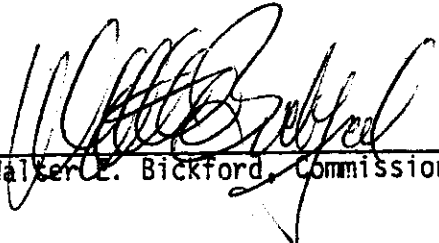


9. The City agrees to erect a sign, and display the same prominently at the facility, stating that said facility has been constructed by the Massachusetts Department of Fisheries, Wildlife and Environmental Law Enforcement.

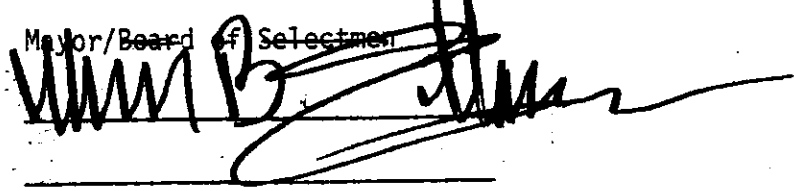
Whereas the benefit desired by the parties from the full compliance of this AGREEMENT is the existence, maintenance and preservation of public outdoor facilities and because such benefit exceeds to an immeasurable and unascertainable extent any consideration recited in this agreement, the parties agree that any payment of monies would be an inadequate remedy for a breach by either party to this AGREEMENT, and said parties further agree therefore, that, as an alternative or an additional remedy, specific performance of any covenant contained herein may be enforced against the breaching party.

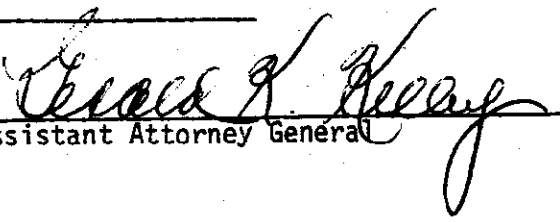
IN WITNESS WHEREOF, this 23rd day of February 19 89, the parties hereto have executed this AGREEMENT.

DEPARTMENT OF FISHERIES, WILDLIFE AND ENVIRONMENTAL LAW ENFORCEMENT


Walker E. Bickford, Commissioner

City of Gloucester

By its: Mayor/Board of Selectmen


Approved as to form: 
Assistant Attorney General

- LAND MANAGEMENT AGREEMENT -

AGREEMENT entered into this 23rd day of February, 1989 between the Commonwealth of Massachusetts acting through its Commissioner of the Department of Fisheries, Wildlife and Environmental Law Enforcement (as the "Department") and the City of Gloucester acting through its Mayor (hereinafter referred to as the "City").

NOW THEREFORE, in consideration of the construction of Public Access Board facility and parking area (hereinafter referred to as the "facilities") in said City, on Long Wharf Landing by the Department of Fisheries, Wildlife and Environmental Law Enforcement, upon the recommendation of the Public Access Board (hereinafter referred to as the "Board"), and in consideration of the mutual covenants herein contained and for other good and valuable consideration with regard to said facilities the parties hereto covenant and agree as follows:

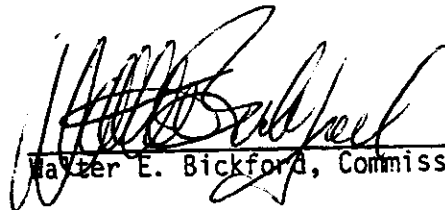
1. The Department, upon consideration of the recommendations of the Board shall undertake any repairs, replacements or reconstruction made necessary by the effects of weather or normal public usage.
2. The Department shall make available to the City on a timely basis any rules, regulations or promulgations concerning the use of said facilities for the implementation by said City within a reasonable time.
3. The City shall agree that the operation of said facilities shall be the responsibility of the City.
4. Such operation by the City shall include but not be limited to the policing, trash and litter removal and the preservation of said facilities for the general public on equal terms.
5. The City shall not use nor allow to be used any parking spaces or open areas for purposes other than public access, without the written permission of the Department.
6. The City may charge a reasonable fee for the use of said facilities, provided however, that the same fee shall be charged to all users and that the fee schedule, after consideration of the recommendations of the Board, shall be approved in writing by the Department.
7. If such a fee, as approved by the Department, is charged pursuant to paragraph six (6), the proceeds of said fee shall be used exclusively for the operation and maintenance of said facilities and an accounting of receipts and expenditures, certified by the City Treasurer shall be provided to the Department upon written request.
8. The City may from time to time, after consideration of the Board and with the written approval of the Department, promulgate reasonable rules and regulations as may affect the use of said facilities so far as such rules and regulations are not inconsistent with those of the Department.

9. The City agrees to erect a sign, and display the same prominently at the facility, stating that said facility has been constructed by the Massachusetts Department of Fisheries, Wildlife and Environmental Law Enforcement.

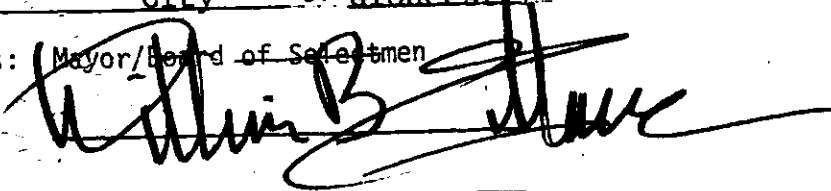
Whereas the benefit desired by the parties from the full compliance of this AGREEMENT is the existence, maintenance and preservation of public outdoor facilities and because such benefit exceeds to an immeasurable and unascertainable extent any consideration recited in this agreement, the parties agree that any payment of monies would be an inadequate remedy for a breach by either party to this AGREEMENT, and said parties further agree therefore, that, as an alternative or an additional remedy, specific performance of any covenant contained herein may be enforced against the breaching party.

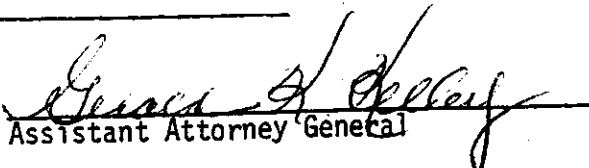
IN WITNESS WHEREOF, this 23rd day of February 19 89, the parties hereto have executed this AGREEMENT,

DEPARTMENT OF FISHERIES, WILDLIFE
AND ENVIRONMENTAL LAW ENFORCEMENT



Walter E. Bickford, Commissioner

City of Gloucester
By its: Mayor/Board of Selectmen


Approved as to form: 
Assistant Attorney General

LAND MANAGEMENT AGREEMENT

THIS LAND MANAGEMENT AGREEMENT ("Agreement") is entered into pursuant to the authority of G.L. c.21A, §2(8) and §11B, on this 27 day of JANUARY, 2014, by and between the Department of Fish and Game ("Department") and the Town/City of Gloucester, acting by and through its Board of Selectmen/Aldermen and/or Mayor ("Municipality").

IN CONSIDERATION of the construction, improvement or repair, maintenance and daily operation of the fishing and/or boating access facility located at: "County Landing", off Western Avenue consisting of parking and access to Gloucester Harbor for canoe/kayak/hand-carried boats ("facility"), and in consideration of the mutual covenants contained herein, and for other good and valuable consideration with regard to the facility, the Department and the Municipality covenant and agree as follows:

1. The Department shall, subject to available funding and staff, undertake any repairs, replacement or reconstruction of the facility made reasonably necessary by the effects of weather or normal public usage.
2. The Department shall provide the Municipality with a sign or signs which contain the provisions of 320 CMR 2.00, regulations governing the use of public access facilities, and a statement that the facility was constructed by the Department of Fish and Game, Office of Fishing and Boating Access.
3. The Municipality shall install and maintain the sign or signs provided pursuant to section 2 of this Agreement in a prominent and visible location at the facility.
4. The Municipality shall be responsible for the daily operation and maintenance of the facility including, but not limited to policing, trash and liter removal, and the overall preservation of the facility for use by the general public in accordance with G.L. c.131, §45.

5. The Municipality shall not use or permit to be used any parking spaces or open areas within the facility for purposes other than public access, or for purposes that are inconsistent with the provisions of 320 CMR 2.00 without the written permission of the Department.

6. Subject to the prior written approval of the Department, the Municipality may adopt a fee schedule and method of collecting such fees for the use of the facility.

(a) Fees charged by the Municipality for launching and parking shall be the same for all citizens, and for each type of usage, except as otherwise provided for in §6(b) and 6(c) of this Agreement.

(b) Fees for out-of-state users may be no more than three (3) times the fee for in-state users for daily or seasonal use, unless federal monies were used in, or reimbursed for the construction or repair of said facility, in which case the fee shall be the same for all users.

(c) A separate fee for commercial haulers may be adopted by the Municipality for daily or seasonal use.

7. All fees collected by the municipality shall be used exclusively for the daily operation and maintenance of the facility. Upon request, the Municipality shall provide the Department with a certified accounting of the receipts and expenditures of all such fees.

8. Subject to the prior written approval of the Department, the Municipality may adopt reasonable management measures governing the use of the facility that are not inconsistent with the provisions of 320 CMR 2.00, or other applicable management measures as adopted by the Department.

9. It is the intention of the Department and the Municipality that this Agreement provide for the continued existence, preservation, operation and maintenance of the facility, and that such

benefit exceeds to an immeasurable and unascertainable extent any consideration recited in this Agreement. Therefore, the parties agree that any payment of monies would be an inadequate remedy for a breach by either party to this Agreement, and said parties further agree that as an alternative or an additional remedy, specific performance of any covenant contained herein may be enforced against the breaching party.

10. This Agreement shall be in effect until mutually dissolved or modified in writing by the Department and the Municipality.

IN WITNESSES WHEREOF, the parties hereto have executed this Agreement on this
27 day of JANUARY, 2014.

BY THE DEPARTMENT OF FISH AND GAME

Mary Griffin
Mary Griffin, Commissioner

John P. Sheppard
John P. Sheppard
Director of Fishing and Boating Access

BY THE MUNICIPALITY

Board of Selectmen/Aldermen and/or Mayor

MAYOR CAROLYN KIRK

Carolyn Kirk

I, Linda T. Love, Clerk of the Municipality, hereby certify that
the above named individual(s) currently hold(s) the office of Mayor
, and is/are authorized to sign this Agreement on behalf of
the Municipality.

TOWN/CITY SEAL