

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

**Landscape Partnership Grant Program**

**PROJECT AGREEMENT**

Made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, between the Sheriff's Meadow Foundation, with an address of 57 David Avenue, P.O. Box 1088, Vineyard Haven, MA, hereinafter referred to as the PARTICIPANT, and the Commonwealth of Massachusetts acting by and through the Secretary of the Executive Office of Energy and Environmental Affairs, hereinafter referred to as the COMMONWEALTH with an address of 100 Cambridge St., Suite 900, Boston, MA, 02114.

**Premises: Pimpneymouse Farm** – 84 +/- acres of land located on Chappaquidick, Vineyard Haven, MA (Portions or all of Assessor Map 33 Lot 6, Map 31 Lot 34.3 and 34.4) in Dukes County, Massachusetts. For Participant's Title, see;

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

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

In the Dukes County Registry of Deeds/Land Court Registry District

WHEREAS, Sheriff's Meadow Foundation and Martha's Vineyard Land Bank Commission have made an application to the COMMONWEALTH for assistance under the Massachusetts Landscape Partnership Grant Program (RFR ENV 22 DCS 12), for work briefly described as follows: **The Pimpneymouse Farm Project, for for the preservation of forest, wildlife habitat management, and passive recreational resources, to protect 171+/- acres of land in the Town of Edgartown.**

WHEREAS the COMMONWEALTH has reviewed said application and found the Pimpneymouse Farm to be in conformance with the purposes of the Landscape Partnership Grant Program.

WHEREAS, the COMMONWEALTH has approved said application and has obligated certain funds in the amount of **one million two hundred and fifty thousand dollars (\$1,250,000)** for its completion in the entirety.

WHEREAS, the Sheriff's Meadow Foundation has committed to complete, as part of the aforementioned Pimpneymouse Farm Project, the Fee acquisition of the following property, hereinafter referred to as the PROJECT.

**Pimpneymouse Farm:** 84 +/- acres of land located in Chappaquidick, Edgartown, MA (portions or all of Assessors Map 33 Lot 6, Map 31 Lot 34.3 and 34.4) in Dukes County, Massachusetts, for the preservation of wildlife habitat and outdoor passive recreational resources.

WHEREAS, the COMMONWEALTH has reviewed the PROJECT, and has obligated certain funds in the amount of **one million two hundred and fifty thousand dollars (\$1,250,000)**, which funds are subject to the terms of this Agreement and the Landscape Partnership Program.

NOW THEREFORE:

1. The COMMONWEALTH and the PARTICIPANT mutually agree to perform the terms and conditions of this Agreement in accordance with the Massachusetts Landscape Partnership Grant Program, its policies and applicable statutes.
2. The PARTICIPANT agrees to perform the PROJECT described above by managing, maintaining and operating the PROJECT in accordance with the terms, conditions and obligations contained in the PARTICIPANT'S application(s) and award letter, as approved and, including any promises, conditions, plans, specifications, estimates, procedures, project proposals, maps and assurances made a part thereof, and furthermore, in accordance with any special terms and conditions attached to and incorporated in this Agreement. No significant deviations from the PROJECT shall be undertaken without advance approval by the COMMONWEALTH.
3. The PARTICIPANT agrees that the area of the PROJECT shall be open to the general public for appropriate passive use, in the location and manner described herein. The PARTICIPANT shall display on the PROJECT a sign indicating that the PROJECT received funds from the COMMONWEALTH and setting forth the terms of public access.
4. The PARTICIPANT acknowledges the applicability to the PROJECT of Article 97 of the Amendments to the Massachusetts Constitution that states, in part, "The people shall have the right to clean air and water... and the natural, scenic ...and esthetic qualities of their environment.... Lands or easements taken or acquired for such purposes shall not be used for other purposes or otherwise disposed of except by laws enacted by a two-thirds vote, taken by yeas and nays, of each branch of the General Court." The PARTICIPANT hereby agrees that any property or facilities comprising the PROJECT will not be used for purposes other than those stipulated herein or otherwise disposed of unless the PARTICIPANT receive the appropriate authorization from the General Court, and the approval of the Secretary of Energy & Environmental Affairs.
5. The PARTICIPANT agrees that any property or facilities comprising the PROJECT shall be retained and used at all times and in perpetuity for the purposes as stipulated herein, and to exercise its right, as stipulated by and through the processes allowed in the Conservation Restriction, to correct any use that is incompatible with that document.

6. The PARTICIPANT agrees that in the event the property or facilities comprising the PROJECT are used by the PARTICIPANT for purposes other than those described herein, or in the event that the PARTICIPANT fails to exercise its right to correct the incompatible uses of others, as determined by a court of competent jurisdiction, the PARTICIPANT shall provide other property and facilities of equal value and utility to be available for permanent conservation and the aforementioned purposes, provided that the equal value and utility and the proposed use of said other property and facilities is specifically agreed to by the Secretary of Energy & Environmental Affairs.
7. Failure by the PARTICIPANT to comply with the terms and conditions of this Agreement or the policies of the Landscape Partnership Grant Program, or applicable statutes may, at the sole option of the COMMONWEALTH, suspend or terminate all obligations of the COMMONWEALTH hereunder.
8. PARTICIPANT and COMMONWEALTH acknowledge that the benefit desired by the COMMONWEALTH from the full compliance by the PARTICIPANT is the permanent protection of natural resources, and the existence, protection and the net increase of conservation land, and furthermore that such benefit exceeds to an immeasurable and unascertainable extent the dollar value of the funding provided by this Agreement. The PARTICIPANT agrees that payment of money damages by the PARTICIPANT to the COMMONWEALTH would be an inadequate remedy for a breach of this Agreement by the PARTICIPANT and, therefore, the COMMONWEALTH may enforce the terms and conditions of this Agreement by requiring specific performance of the PARTICIPANT'S obligations.
9. The PARTICIPANT agrees to record a copy of this agreement at the appropriate Registry of Deeds or Land Court Registry District and to provide proof of such recording to the COMMONWEALTH. Said proof of recording of this Project Agreement shall include evidence that the Project Agreement has been marginally noted on or permanently referenced to any prior deed, restriction, conveyance or other instrument affecting the PROJECT area. Failure to do so shall not impair the validity or enforcement of this agreement.

**COMMONWEALTH OF MASSACHUSETTS**

**PARTICIPANTS**

**BY** \_\_\_\_\_  
**Rebecca Tepper, Secretary (or Designee)**

**Executive Office of Energy and  
Environmental Affairs**

**DATE:** \_\_\_\_\_

**BY** \_\_\_\_\_

\_\_\_\_\_  
*Type or Print Name*

\_\_\_\_\_  
*Title*

**Sheriff's Meadow Foundation**

**DATE:** \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

Dukes County, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me, the undersigned notary public, personally appeared \_\_\_\_\_ proved to me through satisfactory evidence of identification which was personal knowledge to be the person whose name is signed on the processing or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

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

My Commission Expires: