



KNOW ALL MEN BY THESE PRESENTS

THAT WHEREAS the CITY OF GLOUCESTER, by its Board of Water Commissioners, by orders adopted by said Board respectively dated June 25, 1930, and March 30, 1931 and respectively recorded with Essex South District Deeds, Book 2849, Page 424 and Book 2877, Page 267, has taken by eminent domain certain tracts or parcels of land situated in Gloucester in the County of Essex in the Commonwealth of Massachusetts, and particularly described in said orders of taking and shown on the plans referred to therein and recorded therewith and, by another order adopted by said Board March 10, 1931 and recorded with said Essex Deeds, Book 2875, Page 53, has taken also a certain other tract of land (Parcel C) situated in Rockport in said County, all of which said tracts or parcels, so taken seem to include all of the following described parcels of land belonging when so taken, to Roger W. Babson of Wellesley, Massachusetts, namely:

PARCEL ONE. A certain parcel of land, together with any buildings thereon, situated in said Rockport on the Northerly side of the main highway leading from said Rockport to said Gloucester, and bounded and described as follows:

Commencing at a stone bound at the Northerly end of an old stone wall on said highway, which stone bound is about thirty (30) feet Southerly from the stone culvert which crosses said highway and about one hundred forty (140) feet North of the point where the old Rockport road turns off Westerly from said main highway; thence running in a Westerly direction, two hundred (200) feet, more or less, to a stone bound, which stone bound is about one hundred forty (140) feet North of the Northwesterly corner of a wood shed formerly owned by one Edward W. Randall, predecessor in title to the granted parcel; thence running in a more Northerly direction, across the "Beaver Dam Swamp", so called, to the center of a large rock, which large rock lies midway between the road leading to the factory formerly conducted on the described parcel by the said Edward W. Randall and the Alewife Brook and about fifty (50) feet

*Roger W. Babson*

Easterly of said factory roadway and about twenty-seven (27) feet Easterly of the Flat Rock, so-called; thence running in a more Northerly direction, two hundred seventy-five (275) feet, more or less, to the middle line of the location of the Boston and Maine Railroad Company, at a point in said location forty (40) feet Southwesterly (as the track runs toward Gloucester) from the middle line of the culvert, where the Alewife Brook crosses said location; thence turning and running in a general Southwesterly direction, along the middle line of said location, five hundred and fifty (550) feet, more or less, to a point where said location crosses the old boundary line which formerly divided the land of the grantor from land now or late of Reilly and formerly of Friend, to the old Rockport road, thence by the so-called old Rockport road, to the main highway; thence turning and running along said main highway, in a Northerly direction, about one hundred forty (140) feet, to the stone bound near the stone culvert, which stone bound was the point of beginning.

Being the same parcel conveyed to Roger W. Babson by Edward W. Randall, by deed dated December 28, 1928, and recorded with Essex South District Deeds, Book 2789, Page 130.

PARCEL TWO. A certain parcel of land situated in said Gloucester on the old Rockport Road, so-called, called Woods Pasture and bounded and described as follows:

Northerly by land now or late of the estate of Benjamin Ellery; Easterly by land now or late of the heirs of Nathaniel Babson; Southerly by said old Rockport road; and Westerly by land now or late of William Center. Reference may be had to a plan entitled "Plan of the Woods Pasture, Gloucester, Massachusetts", made by Calvin W. Pool, Surveyor, dated 1904.

Being the same parcel conveyed to said Roger W. Babson by Jessie D. Fisher, by deed dated July 10, 1926, and recorded with said Essex Deeds, Book 2710, Page 12, to which deed and the plan therein mentioned, reference may be had for a more particular description.

PARCEL THREE. A certain tract of pasture land situated in said Gloucester, on the Northerly side of the old road to Rockport, the whole of said tract being composed of two parcels as follows: Card's Pasture, so-called, containing about thirty-nine (39) acres, and the Easterly division of Woods Pasture, formerly so-called, containing about fifty-seven (57) acres. Said tract is bounded as follows:

Southerly by said old road, as the wall stands; Westerly by the Westerly division of said Woods Pasture, as the wall stands; and Easterly by land formerly of Colonel John Low, Jr., and later of George H. Proctor, as the wall stands. Excepting, however, from said tract so much thereof as was purchased by the Rockport Railroad Company for railroad purposes, the track location of which extends across both of

*Roger W. Babson*

said parcels; also excepting the gravel pit lot owned by the Boston and Maine Railroad Company and situated on the Northerly side of said railroad track and the parcel of land containing about five (5) acres particularly described in a deed given by Frederick H. Tarr to Osborne J. Tarr, Executor, dated December 28, 1922, and recorded with Essex South District Deeds, Book 2538, Page 278, to which said deed reference may be had for a more particular description thereof.

Being the same tract conveyed to said Roger W. Babson by Grace K. Babson, by deed dated February 1929, and recorded with said Essex Deeds, Book 2798, Page 480.

PARCEL FOUR. All that parcel of pasture land situated in that part of said Gloucester formerly known as Town Parish, in that part now or formerly called Dogtown, which was conveyed by Joshua Gee Low to William Pearce by deed dated January 25, 1798 and recorded with Essex South District Deeds, Book 163, Leaf 222, and conveyed by John L. Babson to Osman Babson by deed dated March 31, 1883, and recorded with said Deeds, Book 1106, Page 4, and bounded and described in said first mentioned deed as follows:

Beginning at the Northwesterly corner of the wall that was formerly John Ingersoll's; thence running Easterly by the road to the corner of the wall adjoining Gage's land; thence running Southerly by the wall and said Gage's land until you come to the corner of the wall, adjoining Fresh Marsh Hill, so-called; thence running to the corner of the wall adjoining to Smith's land; thence running Northerly, by the wall to the first mentioned bound, being by estimation forty (40) acres, more or less. Said parcel is inclosed on all sides by a stone wall.

Being the same parcel conveyed to said Roger W. Babson by Elmer W. Babson, by deed dated October 26, 1927, and recorded with said Essex Deeds, Book 2746, Page 37.

PARCEL FIVE. A certain parcel of pasture land situated partly in said Gloucester and partly in said Rockport and known as the Nelson or Payson Pasture and containing forty-five (45) acres, more or less, and bounded and described as in a deed given by Marion Pearce, et alii, to Samuel Curtis, Sr., dated March 31, 1880, and recorded with said Essex Deeds, Book 1039, Page 176, and being the parcel conveyed to said Roger W. Babson by two deeds, one from Chester L. Curtis, et alii, dated October 17, 1928, and recorded with said Essex Deeds, Book 2791, Page 31, and the other from Chester L. Curtis, Guardian, to said Roger W. Babson, recorded with said Essex Deeds, Book 2791, Page 30.

*Roger W. Babson*

PARCEL SIX. A certain parcel of pasture land, containing about forty (40) acres and known as the Woodbury Pasture, and situated in said Gloucester on the northwesterly side of the old road from the Town Parish to the main road to Rockport and bounded and described as follows:

Beginning on said old road at land now or formerly of Watson Middleton, and thence running Northwesterly by said land of Middleton to land formerly of Edward H. Pearce; thence Easterly by said land of Pearce and the Payson Pasture so called to land formerly belonging to Aaron Knowlton, thence by said land of Knowlton and land formerly of Samuel Friend, Southerly, Westerly and again Southerly to said old road; thence Westerly by said old road to the point of beginning, said parcel being inclosed on all sides by a stone wall.

Excepting, however, so much of said parcel as has been heretofore acquired by the Eastern Railroad Company by purchase or otherwise.

Being the same parcel described in a deed given by Joseph A. Proctor to Francis Proctor and George H. Proctor, dated May 19, 1877, and recorded with said Essex Deeds, Book 978, Page 229.

PARCEL SEVEN. A certain tract of land composed of woodland, pasture, and meadow, situated on the Northerly side of the old Rockport road now known as Gloucester Avenue, partly in said Gloucester and partly in said Rockport, and bounded and described as follows:

Southerly by said old Rockport Road and measuring about eighteen hundred and fifty (1850) feet; Westerly by land formerly of Proctor and now other land of the grantor, as the wall stands; Northerly by other land of the grantor, formerly of Proctor, as the wall stands; and Easterly by land formerly of the heirs of Manning and later of Randall, as the wall stands. Containing by estimation fifty (50) acres, and being the same parcel conveyed to Richard P. O'Reilly by William G. Packard, Administrator, by deed dated June 23, 1903, and recorded with said Essex Deeds, Book 1717, Page 117, all of which said tract said O'Reilly conveyed to said Roger W. Babson, by deed dated November 1, 1928, and recorded with said Essex Deeds, Book 2788, Page 405, Excepting, however, the lot or parcel which the said O'Reilly reserved to himself out of said tract, bounded and described as follows:

Beginning on said old Rockport road at the stone wall at said land formerly of George H. Proctor et al and thence running Easterly, by said road, as the wall stands, two hundred eight (208) feet; thence Northerly by the remaining part of said tract, two hundred eight (208) feet; thence Westerly, by said remaining part of said tract, two hundred eight (208) feet, to the stone wall and land formerly of said Proctor et al; thence Southerly by said stone wall and said land of said Proctor, two hundred eight (208) feet, to said road and the point of beginning.

*W. H. Babson*

AND WHEREAS the title to any portion of any of said seven numbered parcels which may not be included in the tracts or lands taken still remains in said Roger W. Babson, and further there is a possibility that said lands so taken might revert to said Babson or his heirs, devisees or assigns in the event of the non-use or abandonment of said lands taken as aforesaid for the purposes for which the same were taken;

AND WHEREAS said Roger W. Babson acquired all of said parcels of land hereinbefore particularly described for the purpose of establishing a natural park and maintaining thereon a bird sanctuary, and at the time of said taking and prior thereto, intended to dedicate the same as a memorial to his deceased father, Nathaniel Babson and his deceased grandfather Gustavus Babson.

AND WHEREAS the said Roger W. Babson on the twenty-seventh day of December, 1930, made a certain agreement in writing with the said City of Gloucester, recorded with said Essex Deeds, Book 2872, Page 315, providing in substance that said Babson shall release and discharge the said City of Gloucester from all damages on account of the taking of said lands belonging to him solely, and shall release or convey all his right, title and interest in and to each of said seven parcels hereinbefore described, in consideration that said City shall do the things and permit the uses in said parcels of land specified in said written agreement, insofar as the use of said lands for water supply purposes and the laws of the Commonwealth and the lawful orders of the State Department of Public Health shall permit; and also (but only for natural park purposes for the enjoyment of the public forever) ~~the parks without the watershed and~~ whatever reversionary interest which he now has or which he or his heirs, devisees or assigns may hereafter have in any of the lands taken aforesaid, in consideration that said City shall do the things and permit the uses

*Logan*

in respect of said parcels of land specified in said written agreement;  
and

WHEREAS the said Roger W. Babson has executed said release promised in said agreement and is to deliver the same to the City of Gloucester with this deed,

NOW THEREFORE the said Roger W. Babson of Wellesley, Massachusetts, in consideration of One Dollar (\$1.00) paid by said City of Gloucester, and pursuant to said agreement does hereby grant and release unto the said City of Gloucester, a municipal corporation established under the laws of said Commonwealth and located in said County of Essex, subject to the agreements and stipulations hereinafter contained, all his right, title and interest in and to each and all of the seven numbered tracts or parcels of land hereinbefore particularly described, and especially in and to those parts or portions of said seven tracts or parcels (if any) which are without the water-shed or/and have not been lawfully taken by the said City of Gloucester by said orders of its Board of Water Commissioners, and also whatever reversionary interest in said seven tracts or parcels or either of them he now has or that he or his heirs, devisees or assigns may or can hereafter have for any cause, whether by reason of any non-user or abandonment by the City of Gloucester of said lands for water supply purposes or otherwise; it being understood that said reversionary interest is deeded solely for natural park purposes for the use and enjoyment of the public forever. *Said portions without the watershed*

Said tract or parcels are hereby released subject to whatever rights or easements the Eastern Railroad Company or its successor, the Boston and Maine Railroad Company may have in or over the same; and subject also to any and all taxes assessed thereon either as of April 1, 1930, or as of April 1, 1931, which may be now due or which may hereafter become due either to the City of Gloucester or the Town of Rockport, all of which said taxes said City of Gloucester is to assume and pay as a part of the consideration for this conveyance.

This conveyance is made upon the express understanding and agreement which constitutes the major part of the consideration therefor, that the City of Gloucester shall, except as otherwise controlled, directed or restrained by the laws of the Commonwealth of Massachusetts or by the lawful orders of the Department of Public Health of Massachusetts, hold all of that portion or area of said seven parcels of land which is not covered by the waters of the reservoir which has been built thereon and is not nearer than one hundred fifty (150) feet of the high-water line of said reservoir, as a natural park and bird sanctuary, to be known as the "Nathaniel Babson Sanctuary", for the use and enjoyment of the public forever, but on foot only; that said reservoir shall bear the name "Babson Reservoir"; that the gatehouse and pumping station and all other permanent structures (if any) except the elevated tank and the dam and spillway, shall be built of field or split stone, and that said elevated tank shall be erected and maintained only on land lying easterly from the dam of said reservoir; that all additional permanent structures (if any) hereafter built by the City of Gloucester on that part of the lands taken lying south of Alewife Brook so called shall be erected only on locations approved by the grantor herein or his heirs; that all the old cellars on said lands outside of said reservoir shall be left undisturbed, and that said Babson shall have and may exercise the right and privilege of placing and maintaining inscriptions on rocks on said lands hereinbefore described, in accordance with his previous plans, and that the said City of Gloucester shall erect or cause to be erected, a tablet in some conspicuous suitable location at or near said reservoir, to be selected by said Roger W. Babson or his legal representatives, with such commemorative words on said tablet as he or they may in writing request.

And for the same consideration, I, Grace K. Babson, wife of the said Roger W., release unto the grantee, all rights of dower, homestead and other interests in the granted premises.

IN WITNESS WHEREOF the said ROGER W. BABSON and GRACE K. BABSON  
hereto set their hands and seals on this thirtieth day of April,  
A.D., 1931.

Signed and Sealed

in presense of

*Anna M. Dougherty*

*Roger W. Babson*  
*Grace K. Babson*

*(over)*

COMMONWEALTH OF MASSACHUSETTS.

April 30, 1931.

Then personally appeared the above-named ROGER W. BABSON, and acknowledged the foregoing instrument to be his free act and deed, before me,



*Leonard Spangenberg*  
JUSTICE OF THE PEACE NOTARY PUBLIC

My Commission expires:

*April 30, 1937*

*Given June 2, 1931*  
*at the City of Boston*  
Received and Entered with Escheat Deeds  
So; Dist. Libro. 288.3. Page. 261.  
Attest *Moody Kimball*  
Register.

A.

B.

C.

GLOUCESTER  
&  
ROCKPORT  
MASS.



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*Man*

*Man*

