

LICENSE AGREEMENT

THIS AGREEMENT made this eleventh day of July 1984 by and between the TOWN OF ACTON, a municipal corporation in Middlesex County, Massachusetts, acting by its Conservation Commission, hereinafter referred to as the COMMISSION, and Thomas B. and Rita Marie McConnon hereinafter referred to as the LICENSEE,

WITNESSES that:

the LICENSEE is hereby given the privilege and license by the COMMISSION to use the land more fully described below from July 1, 1984 to June 30, 1985, for the purposes and upon the terms and conditions hereinbelow set forth:

I. Description of Licensed Premises:

Twelve and one half acres more or less of land owned by the Town of Acton Conservation Commission, referred to as the "Quin Land ". This area is further defined as the existing open fields and apple orchard(as of July 1 1983) on plans:

Plan of Land in Acton, MA. Owned by the Acton Conservation Commission for conservation purposes. Town of Acton Engineering Department Scale 1"=80' Dated: March 20, 1981 File # 2728. Recorded in Middlesex County Registry of deeds in Cambridge as 1099 of 1980.

A plan and letter submitted by the McConnons on June 12, 1982 detailing the existing and proposed fences and the uses of the fields.

II. Land Use Plan

- A. The aforesaid premises may be used by the LICENSEE solely for the purpose of grazing and exercising horses.

LICENSEE shall maintain the premises in as good a condition as they are in at the time of commencement of this agreement, normal wear and depreciation from causes beyond LICENSEE's control excepted. All grazing and exercising of horses shall be done in a manner consistent with proper use of conservation land; and without limiting the generality of the foregoing.

- B. No trees or shrubs shall be removed without consent of the COMMISSION. LICENSEE shall take care to prevent injury or damage to the trees and shrubs on the premises.
- C. The LICENSEE agrees not to use any herbicide, insecticide, pesticide, or fertilizer without the prior written consent of the COMMISSION.
- D. The LICENSEE will post at all times the field or fields that are in use in such a manner as to be easily read and understood by the general public.
- E. The LICENSEE will not engage in the business of riding lessons or any other profit making venture without the express permission of the Commission.
- F At no time will the LICENSEE have more than eight horse to graze in the fields without the express approval of the COMMISSION

III. Waste

The LICENSEE shall not make, permit or suffer any member of its employees, agents, guests, or invitees to make any unlawful use of the licensed premises nor shall he permit or suffer the commission of waste upon the premises by any such person.

IV. Structures

No structure, or fixed improvement shall be installed placed, or erected or constructed in or upon the licensed premises without the prior written approval of the COMMISSION.

V. Public Access

The LICENSEE shall permit the public to use and traverse the licensed premises for passive recreational purposes and other activities approved by the Conservation Commission, provided, however, that the LICENSEE, in accepting this condition, does not thereby waive any remedies it may have against any member of the public who shall damage the crops or property on land covered by this license. The COMMISSION, its agents and servants shall have unrestricted access to the aforesaid premises at all times.

VI. Payment

Upon execution of this license agreement, the LICENSEE shall pay to the Town of Acton the sum of Two Hundred Dollars (\$200.00) for the use and occupation of the premises during the aforesaid license period

VII. The LICENSEE acknowledges and agrees that the LICENSEE is responsible as an independent contractor for all operations under this license, for all proceedings and claims arising out of the rights and privileges conferred by this agreement, and for all the acts of its employees and agents hereunder, and agrees that it will indemnify and hold the Town of Acton and its officers, boards, committees and employees harmless from any and all losses, damages, costs, charges, expenses and claims which may be made against it or them or to which it, they or any of them may be subject by reason of any alleged act, action, neglect, omission or default on the part of the LICENSEE or any of its agents or employees in any way arising out of this license agreement.

VIII. Insurance

Before executing this agreement, the LICENSEE shall purchase and maintain at its expense for the duration of this agreement a policy of insurance providing for public liability and property damage insurance covering liability for itself, its employees and agents under this agreement, which provides indemnity protection to the amount or limit of at least \$ 100,000 on account of injury to or death of any one person, of at least \$ 100,000 on account of any one accident resulting in injury or death of more than one person, as well as coverage for property damage to the amount or limit of at least \$ 100,000 on account of any one accident resulting in such property damage; and the LICENSEE shall, before execution of this agreement secure and file with the COMMISSION a certificate of such insurance in a form approved by the Town with a surety company or

companies authorized to do business in the Commonwealth of Massachusetts and approved by the COMMISSION. Each such certificate shall state that the Town will be notified in writing no less than (15) days prior to cancellation of any such insurance coverage.

IX. Termination

The LICENSEE agrees that if the COMMISSION shall determine at any time during the term of this agreement that the LICENSEE is using any or all of the premises in violation of the terms and conditions of this agreement, the COMMISSION may, at its election at any time thereafter terminate all or part of this agreement, by giving written notice thereof to the LICENSEE, specifying the effective date of such notice, and thereupon, upon the date so specified, this license shall terminate, but such termination shall not prejudice or waive any rights or remedies which the Town of Acton or the Commission may have against the LICENSEE because of any default or failure to observe and comply with the terms and conditions of this agreement up to the date of such termination.

X. ASSIGNMENT

The LICENSEE shall not assign or transfer by power of attorney, or otherwise, the right and privilege conferred upon it by this license, or any portion thereof, without the previous written consent of the COMMISSION, nor shall any such rights or privilege be subject to or otherwise reached by any legal or equitable process.

XI. Notice

Any notice, demand or request required to be given hereunder shall be deemed sufficiently given or served on either of the parties hereto mailed by certified mail, return receipt requested, postage prepaid, to the COMMISSION at Town Hall, Acton, Massachusetts, and to the LICENSEE Thomas B. and Rita Marie McConnon, 217 Nagog Hill Road Acton, Massachusetts 01720.

XII. Renewal

This license may be renewed for subsequent one year periods beginning July 1, 1984, by written agreement between the Commission and the Licensee. The LICENSEE shall notify the Commission sixty (60) days in advance of the renewal date of their intention to renew the lease.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals, the Town of Acton by its Conservation Commission thereunto duly authorized, who, however, incur no personal liability by reason of the execution hereof or anything herein contained, both in duplicate, the date and year first above written.

The Licensee,

By Rita-Marie McConnon

[Name]

By _____.

[Name]

The Town of Acton Conservation Commission,

By Cynthia Torkelsen

Cynthia Torkelsen , Chairman