

I. OVERVIEW

A. Invitation for proposals

The Easton Conservation Commission (Commission) is inviting proposals for a license to use certain conservation lands for the purpose of crop production or other suitable agricultural use within the Town of Easton:

Approximately 28.3 acres of existing fields located within the Wheaton Farm Management Area on Bay Road, Easton, MA.

B. Summary

The Commission, as a land stewardship agency, is charged with the oversight and control of over nearly 4,000 acres of conservation land located throughout the Town of Easton. The Wheaton Farm Management Area is located off Bay Road and consists of over 1,000 acres of land. The majority of this land is forested woodland. Approximately 82 acres of the Wheaton Farm Management Area is comprised of maintained fields (see figure 1). The Conservation Commission has licensed several of these fields (see figure 2) in the past to farmers for crop production. When the Commission acquired what is referred to as the Wright Farm, it was agreed the owner, Samuel Galloway, would be allowed to continue grazing cattle on a portion of the fields associated with that parcel. The fields have not been actively farmed for nearly ten years, but have been maintained through annual mowing and regular brushing to keep the forest vegetation from reclaiming the fields. The Commission, working with the Agricultural Commission, created a community garden plot in the field located to the east of the main Wheaton Farm entrance (see figure 3).

A historic barn is located on the eastern portion of Wheaton Farm opposite the main entrance to the management area. This barn was used by the Natural Resources Trust of Easton for nature classes up until around 2006. The barn has not been actively used since and is in a state of disrepair.

The Commission is seeking proposals for a land license program that puts the fields shown in figure 2 back into agricultural use, either through crop production or other suitable agricultural use, such as grazing for meat production. Organic, Integrated Pest Management and the latest Agricultural Best Management Practices should be demonstrated by the proposal. Proposals must demonstrate direct benefits to the residents of Easton and the general public will be given greater consideration. The ideal proposal would provide for repair and re-use of the barn and would include annual tilling of the community garden plot.

II. DESCRIPTION OF PROGRAM

A. Goals

The land-license program at Wheaton Farm Management Area will be the second such type of program in which the Easton Conservation Commission has engaged. In 2010, the Commission entered into a similar program with at Tufts Farm, a parcel within the Flyaway Pond Management Area. The goals of the programs are:

- Productive use of the land that benefits the licensee, the Commission, the Town and the general public
- Restoration, maintenance and preservation of structures on property under the care and management of the Commission
- Protection of the rural character of the site and setting within the context of the surrounding properties

B. How it Will Work

Under the program, the Commission will enter into a long term license agreement with a licensee who provides services; primarily the utilization of the land in a manner consistent with the original goals of preserving the land; desirable agricultural management of the land, and rehabilitation and maintenance of the structure on the land. The use of the land and rehabilitation of the structure must be performed to the standards set forth in the license agreement. The specific terms of the license will be determined upon the selection of the most advantageous proposal.

C. Purpose of RFP

The purpose of this RFP is to identify and select a licensee that:

- Is committed to performing agricultural activities of the highest standard, providing the greatest benefit to the licensee and the Town.
- Understands and accepts the challenges of utilizing a property that abuts open space and that is accessible to the public at-large
- Plans to utilize the property for agricultural purposes in an environmentally sensitive and responsible manner.

D. Site Evaluation

Respondents are encouraged to visit and inspect the property prior to preparing proposals. Prior to visiting the site, please contact the Land Use Planner, Stephanie Danielson, at 508.230.0641 or sdanielson@easton.ma.us to give notice of your planned visit/inspection.

Based on the MassGIS Prime Farm soils data layer, the fields are comprised of Prime Farm Soils. (see figure 4)

Respondents are encouraged to use all publicly available information to assess the suitability of the soils and terrain for their program. Respondents should contact Ms. Danielson if it is their intent or desire to conduct additional analyses or evaluation that might require disturbance of the land.

III. PROPERTY INFORMATION

A. Location and Description

The Wheaton Farm is a 1,000± acre conservation management area located off Bay Road. Five distinct areas within the management area have been maintained continuously as open fields:

Assessor's map & Lot	Topography	acreage
19R-4, 19R-5 (portion)	Relatively flat; low, marshy land in northern section	8.9
19R-5 (portion), 19R-6	Relatively flat land	11.4
19R-13, north	Relatively flat land	7.0
19R-13, south	Relatively flat land, stream crossing required for access	1.0

B. Tenancy Boundary

The general proposed boundary of land included in the license is the extent of the fields as defined above and as shown in figure 2. Beneficial and desirable proposals will be considered for programs that do not utilize the total number of fields and acreage listed in the table above.

IV. LICENSE TERM

The Commission will execute a five-year license agreement, with an option to extend at the sole and unfettered discretion of the Commission. Proposers may suggest an alternate term. The specific terms of the license will be determined upon the selection of the most advantageous proposal.

V. DEVELOPMENT ISSUES

The fields comprising the land to be licensed are not serviced by utilities such as water and electricity. Unless otherwise mutually agreed and consistent with the terms of the license for the selected project, it will be the responsibility of the licensee to arrange to bring any required utilities to service the site.

VI. LAND USE REQUIREMENTS

A. General Requirements

The Commission considers licensing the fields at Wheaton Farm Management Area a means to properly manage and protect these holdings for permanent preservation. The property(ies) will only be licensed if the following conditions are met.

1. The proposed use(s) are compatible with the mission of the Conservation Commission

2. The proposed use(s) are compatible with the public's enjoyment of the resource;
3. The proposed improvements and use of the property are compatible with the quality and significance of the resource, including to provide important wildlife habitat;
4. The proposal for use is formulated that it will provide a public benefit to the citizens of Easton; and
5. All proposed improvements and any future approved improvements or maintenance are carried out by person(s) sufficiently qualified and licensed, as necessary; that all necessary permits are properly acquired and that the individual(s) to whom the permits have been issued are covered by liability insurance in an amount acceptable to the Town of Easton .
6. Any proposed improvements and use thoroughly consider the use of environmentally sustainable products and practices.

B. General License Terms

1. All parties to the license and any responsible parties for notice under the license, must be named on the license.
2. The proposal awarded a license shall be incorporated into the license by reference
3. The duration of the license shall be 5-years, with an option to renew annually thereafter, up to an additional 5-years beyond the initial duration of the license at the sole unfettered discretion of the Commission. Upon each renewal, the rent or fee paid under the license shall be re-negotiated and may be increased at a rate no greater than (%) of the current rent or fee.
4. The Commission intends that, under the license, the licensee shall have sole responsibility for:
 - a. Rehabilitating and maintaining the property, including all outbuildings, in conformance with the proposal as approved and selected by the selection Committee and as set forth in the license.
 - b. Occupying and maintaining the property in conformance with all terms of the license and with all necessary and applicable federal, state and local permits, laws and regulations.
 - c. Maintaining in full force Full Replacement Property Coverage for all licensed Buildings.
 - d. Maintaining General Liability Coverage, naming the Town of Easton and the Easton Conservation Commission as an additional insured with limits of \$1,000,000 Occurrence and \$3,000,000 General Aggregate.

The following terms will be mandatory in any license agreement undertaken by the Commission in conjunction with the license grant.

C. Review and Inspection

1. Review under the Massachusetts Wetlands Protection Act and the Town of Easton Wetlands Protection By-law

Any activity proposed at the site that is proposed within a wetlands resource area or within the designated buffer zone of such an area will be subject to all

necessary and required reviews by the Conservation Commission subject to 310 CMR c. 40 and the Code of the Town of Easton chapter 227.

2. Inspections -- The Conservation Commission reserves the right to inspect any and all work performed under the license. The licensee is responsible for compliance with any and all federal, state or local regulations.

VII. PROCESS FOR SUBMITTING PROPOSALS

A. Schedule

Following the release of this RFP, the Licensee selection process will be completed in approximately 10-12 weeks. The process will include:

- Response period opens September 6, 2013
- Response period closes October 7, 2013
- Responses evaluated according to a list of criteria - 2 weeks following the submission deadline
- Selection of and interview with finalists – within 2 weeks of reviewing proposals
- Final selection – 2 weeks following interviews
- Provision award of license
- Execution of the license

B. Submission Requirements

Procedures under this invitation require that the price proposals be confidential and separate from the technical proposals. Selection will be made after taking into consideration the overall most advantageous proposal based on the evaluation criteria specified in section VIII. PROPOSAL EVALUATION AND SELECTION PROCEDURE below.

The following must be submitted by 10:30 am on October 7, 2013

1. Price Proposal

The price proposal should include the amount of rent or fee to be paid to the Commission for the use of the property and the proposed payment schedule.

2. Technical Proposal

Proposals should follow the outline and supply all of the information described below, and should demonstrate the ability of the potential Licensee to undertake the challenges associated with the proposal. Proposals should be persuasive as to their feasibility and should reflect an understanding of the qualities of the property and their value. It is intended that the substance of a Proposal, as approved by the Commission, will be incorporated into all agreements and real property transactions which may result from the process. A cover letter should accompany any proposal. Proposals must include responses to all applicable sections of this RFP as detailed below.

1. Applicant Information

List the names, addresses and telephone numbers of all principals, partners and others participating in the project.

2. Statement of Qualifications

Provide a statement describing past experience and qualifications for conducting and managing an agricultural operation and any other proposed rehabilitation or renovation (i.e. the barn). As much as possible, this statement should reflect experiences similar to the uses and activities proposed for the property. Attach resume(s) if applicable.

3. Agricultural Use Plan Narrative

The Agricultural Use Plan should specify how the Proposer intends to carry out agricultural activities on the property. Information should be provided in sufficient detail to allow the Commission to make an informed evaluation of the ability and willingness of the Proposer to meet the goals and requirements of this Request. Please use this section to address any capital improvements, changes to the existing physical structure, and construction of any new physical structures. Include a general schedule with milestones for implementation of the plan. A more detailed schedule may be required before license execution.

4. Financing Plan

The Financing Plan should specify the financial prospects for implementing the proposal. All information will remain *confidential*. In particular, please provide the following information:

a. Narrative Statement of Financial Capacity

The Proposer should submit as much information as he/she believes will be useful in evaluating his/her financial reliability and past financing record. Include description of guarantees and security for the performance of all obligations under the license.

b. Reuse Costs (Pro Forma) Information

The purpose of this section is to help the Commission determine whether the proposed costs and improvements match the proposed income and sweat equity. Outline estimated costs for carrying out all construction. Costs should reflect capital investment as well as the value of labor and other in-kind donation of services. Use the form below or an alternative format that compares all rehabilitation and maintenance costs with all income sources and proves the financial feasibility of the proposal.

c. Rehabilitation

Hard costs Including: site preparation, installation of utilities, construction of any structures integral to operations; ongoing annual operating costs.

Soft costs Including: engineering; legal; accounting; permits; land surveys; marketing; construction; interest; development fees; financing fees; insurance, contingency, escalation, etc.

Total Projected Costs

5. Income Sources

Please estimate sources and amounts of funds that are anticipated for implementation of the development concept. Separate by phases if applicable.

The Proposal should not presume any funding from philanthropic income from private sources unless explicit written commitment of such income is provided.

Equity (note sources)

Financing (note sources)

Other Sources (please detail)

Total projected income: \$

Total projected costs: \$

6. Miscellaneous Financial Information**1. Bank References**

Lending Institution Name of Lender Address Phone

2. Bankruptcy Disclosure

If the Proposer or any affiliated business entity of the Proposer or any of the entity's officers, principal, or investors been adjudged bankrupt, either voluntarily or involuntarily within the last ten years, please note the date and location of the adjudgment and the name of the party involved.

7. Organizational Structure (if applicable)

If the Proposer is acting on official behalf of an organization please describe fully the nature of the organization, including:

- a. Describe legal structure of the general partners
- b. Describe the legal history of the organization
- c. Attach a copy of any joint venture agreement, articles of incorporation or trust agreement establishing the organization.
- d. Corporate Structure (if applicable)

Please disclose if the Proposer or any other member of the development entity is a subsidiary of or affiliated with any other corporation or firm. Attach references for the development team and/or team members. Please attach an audited financial statement for the general partners and/or the principal development entity. These statements will be held in strict confidence by the Commission.

8. Statement of Tax Compliance

The following tax compliance statement must accompany all proposals.

Pursuant to MGL Chapter 62C, Section 49A*, I, hereby certify that I have filed all state tax returns, have paid all state taxes required under law, and have no

outstanding obligations to the Commonwealth of Massachusetts, Department of Revenue. Signed under the pains and penalties of perjury on this _____ day of 20____.

Federal Tax ID No. Signature

* "No contract or other agreement for the purposes of providing goods, services or real estate space to any ... agencies [of the Commonwealth] shall be entered into, renewed or extended with any person unless such person certifies in writing, under penalties of perjury, that he had complied with all laws of the Commonwealth relating to taxes

9. Disclosure Statement Concerning Beneficial Interest

The following disclosure statement must accompany all proposals.

I hereby state, under the penalties of perjury, that the true names and addresses of all persons who have or will have a direct or indirect beneficial interest (including the amount of their beneficial interest accurate to within one-tenth percent) in the proposed project are listed below:

NAME AND RESIDENCE OF ALL PERSONS WITH SAID BENEFICIAL INTEREST:
NAME ADDRESS PERCENTAGE INTEREST

The undersigned also acknowledged and states that none of the above-listed individuals is an official elected to public office in the Commonwealth of Massachusetts, nor is an employee of the Commonwealth. I hereby state, under the penalties of perjury, that the names and addresses of all the firms and personal corporations employing attorneys, real estate brokers, architects, engineers, planners, and surveyors, and all other agents who have acted on behalf of any of the foregoing with respect to this proposal are listed in **Section 1**.

SIGNED under the penalties of perjury.

Signature

Date

10. Conflict of Interest

The Proposer covenants that he/she will not employ or retain any company or person (other than a full-time bona-fide employee working for the Proposer) to solicit or secure any agreement related to this RFP, and that he/she has not/will not pay any company or person (other than such any employee) any gift, contribution, fee, commission, percentage, or brokerage fee, contingent upon resulting from the execution of any agreements.

No member, official or employee of the Commission shall have any personal interest, direct or indirect, in any agreement entered into with the lessee, nor shall any such member, official or employee participate in any decision relating to any agreements which affects his / her personal interest or the interests of any corporation, partnership, or association in which he/she is, directly or indirectly, interested. No member official or employee of the Commission or shall be personally liable to the lessee or any successor in interest in the event of any default or breach by the Town or for any amount which may become due to the lessee or to its successor or on any obligations under the terms of this RFP or any agreements which follow. For the purpose of this statement, employees of either agency shall be deemed to include so-called dependent (03) consultant employees.

Date: _____ By: _____

11. Anti-Discrimination

The proponent agrees that in the construction of the improvements and otherwise through any agreements made hereafter, it shall cause all contractors, licensee and users to comply with all applicable laws, ordinances, regulations and orders from time to time in effect relating to nondiscrimination, equal employment opportunity, contract compliance and affirmative action.

C. Submitting Proposals

NOTE: Price proposals must be kept entirely separate from technical proposals. Failure to follow this instruction will result in rejection of the proposal.

1. **Price proposals** must be kept entirely separate from technical proposals.
 - Six (6) copies (one unbound) each of the Price Proposal and the Technical Proposal, are to be submitted.
 - The copies of the price proposals shall be submitted in a separate, sealed envelope, clearly labeled "Price Proposal, Wheaton Farm Crop Fields License RFP".
2. **Technical proposals** shall be submitted in a separate, sealed envelope, clearly labeled "Technical Proposal, Wheaton Farm Crop Field License".
3. Proposals should be submitted as follows and are to be **received** no later than October 7, 2013 at 10:30am.

Stephanie Danielson
Town of Easton
136 Elm Street
Easton, MA 02356

4. Proposals received after the deadline will be rejected. Proposers are requested to examine this Request for Proposals and the accompanying Table of Contents to make sure that all pages are included. The Commission assumes no responsibility for a proposal submitted on the basis of an incomplete Request For Proposals

package. Proposers are expected to review all requirements and instructions of this Request; failure to do so will be at the Proposer's risk. Each Proposer should furnish all the information required by this Request. The Commission reserves the right to waive formalities in any Proposal, and may, if it determines that such action is in the best interests of the Commission, select a Proposal which does not conform in all details with the requirements of this Request. Likewise, the Commission reserves the right to reject any and all Proposals, to waive technical or legal deficiencies, and to accept any proposal that it deems to be in the best interest of the Town of Easton. This Request does not commit the Commission to enter into any disposition of real property interest; or to pay any costs, including costs associated with any studies or designs, incurred by any party in the preparation and submission of a Proposal. Proposals will not be returned but will be retained by the Commission for the official record.

5. Inquiries and Explanations

All inquiries concerning this Request for Proposals should be directed to:

Stephanie Danielson, Land Use Planner
Wheaton Farm Crop Fields License Proposal
136 Elm Street
Easton, MA 02356
sdanielson@easton.ma.us
508.230.0641

Any explanation desired by a Proposer regarding the meaning or interpretation of this Request must be submitted in writing and with sufficient time allowed for a reply to reach the Proposer prior to the submission of their Proposal. Verbal explanations or instructions shall not be binding on the Commission. Any information given in writing to a prospective Proposer will be furnished to all known prospective proposers and known recipients of the RFP at the time of the question if such information is deemed to be necessary to Proposers in their preparation and submission of Proposals, or prejudicial to uninformed Proposers if they were to lack such information.

VIII. PROPOSAL EVALUATION AND SELECTION PROCEDURE

A. Evaluation Team

An Evaluation Team composed of staff, a member of the Conservation Commission, a member of the Agricultural Commission and other individuals whose interest or expertise qualifies them to adequately evaluate the proposals will be convened. This Evaluation Team will review all submissions from proposers and make appropriate recommendations to the Commission, who will then make a recommendation to the Chief Procurement Officer. All information submitted to the Town will remain confidential throughout the evaluation process.

B. Criteria for Evaluation

The following criteria will be used in evaluating all proposals:

The proposal:

1. Is within the scope and nature of the Commission's goals for the use of the land;
2. meets the goals and guidelines of this RFP;
3. demonstrates ability, capacity and experience of the Proposer;
2. demonstrates evidence the Proposer has the financial resources to undertake the project;
3. is, in scope and nature, a public benefit to the citizens of Easton
4. represents the highest and best use of the property consistent with the purposes and criteria set forth in this RFP;
5. demonstrates environmentally sound and responsible agricultural use

C. Selection Process

1. Review of Proposals

The Evaluation Team will review and analyze all Proposals based on the evaluation criteria described in this Request for Proposals. During this process the Commission may terminate further consideration of any Proposal at its own discretion; it may also request that a Proposer submit additional information.

2. Interviews/Presentations of Proposals

The Commission anticipates that it will invite selected proposers to interview them in person prior to making a final selection.

3. Proposal Selection

Upon completion of all interviews, the Commission will select a licensee. The Commission reserves the right to request further information from a Proposer prior to final selection. The Commission reserves the right to waive any formalities.

4. Provisional License Designation

The Commission anticipates that within 3-4 weeks of the conclusion of the interview phase it will provisionally designate a Licensee for the property. All Proposers will be notified in writing of this License designation. Following designation, the Licensee and the Commission will sign a Provisional Licensee Designation Agreement which will describe the terms and schedule of license of the property.

X. RESERVATIONS AND CONDITIONS

A. General Reservations

1. The Commission makes no express or implied representations or warranties as to the accuracy and/or completeness of any of the information provided as part of this Request for Proposals (the "RFP"), including information that is available upon request. This information is provided subject to errors, omissions, change of cost, license or conditions, additional changes in and different interpretations of laws and regulations, prior sale, licensing, or financing.

2. The Commission reserves the right to suspend, withdraw or amend this RFP at any time without notice.
3. The Commission reserves the right to seek additional information or revised proposals from respondents or finalists at any time prior to selection of developers through written notice to all respondents. The Commission reserves the right to change the selection process or schedule with written notice to all respondents to the RFP or finalists, as necessary.
4. The Commission reserves the right to reject, in its sole discretion, any proposal not submitted in conformance with this RFP and any amendments hereto, or to reject any and all proposals, in its sole discretion, for any reason. the Commission further reserves the right to waive or decline to waive irregularities in any proposal when it determines that it is in the Commission's best interest to do so. 6. If a license is not executed with the Selected Licensee, the Commission may choose to grant a license with an alternate licensee from the pool of respondents, to terminate the selection process, or to begin a new selection process.
5. The Commission reserves the right to discontinue its selection of any developer, or the entire RFP process for any reason whatsoever or for no reason, prior to the grant of a license.

B. Conflict of Interest and Collusion

1. By submitting a proposal, a Respondent certifies that no relationship exists between the Respondent or any of its officers, employees, agents, or representatives and the Commission, or any officer, employee, or agent of the Commission that constitutes unfair competition or conflict of interest or that may be adverse to the Commission.
2. By submitting a proposal, a Respondent certifies that it has not acted in collusion with any other Respondent or other entity doing business with the Commission in a way that would constitute unfair competition.

C. Confidentiality

1. Respondents should assume that all material submitted in response to the RFP will be open to the public, with the exception of the Respondents personal financial information which the Commission shall endeavor to keep confidential.
2. No Respondent has proprietary rights to any ideas or materials submitted in its response to the RFP. All material submitted becomes the sole property of the Commission.

D. Respondent's Responsibilities

Respondents shall be entirely responsible for verifying zoning requirements, design guidelines, and any other regulatory information. Respondents shall be entirely responsible for verifying any and all site conditions of the Disposition Property. Copies and summaries of this information are included in this RFP only as a convenience and the Commission is not liable for any mistakes, damages, or other consequences arising from use of this information

E. Other Legal Issues

1. Conflict of Interest

- a. Members of the Commission are not eligible to participate in the License Program.
- b. Employees of the Town may participate in the License Program, provided however that they comply with the requirements of Chapter 268A §20.

2. Miscellaneous Provisions

The Commission's objective in seeking an outside entity to license and utilize the property is the preservation of the property. For this reason, in the event that the property's integrity is significantly destroyed by fire or other cause, the Commission reserves the right to terminate the license. Additionally, in the event of a default by a licensee, the Commission reserves the right to terminate the license. Events of default may include, but are not limited to, the following: 1) failure to comply with the terms and conditions of the license agreement; 2) abandonment of the premises; 3) licensee bankruptcy.

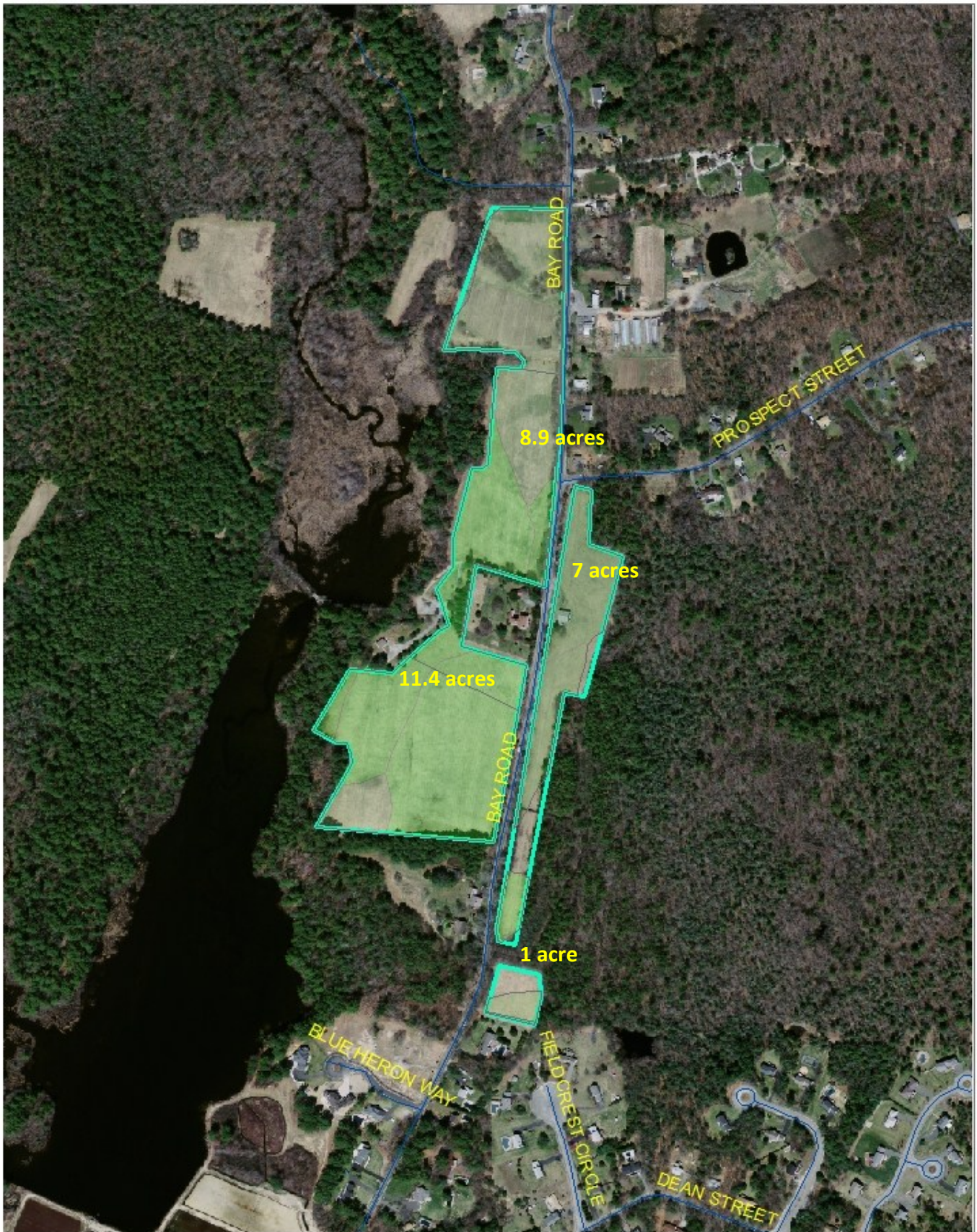
Figure 1

Wheaton Farm Fields



Figure 2

Wheaton Farm Fields available for license agreement



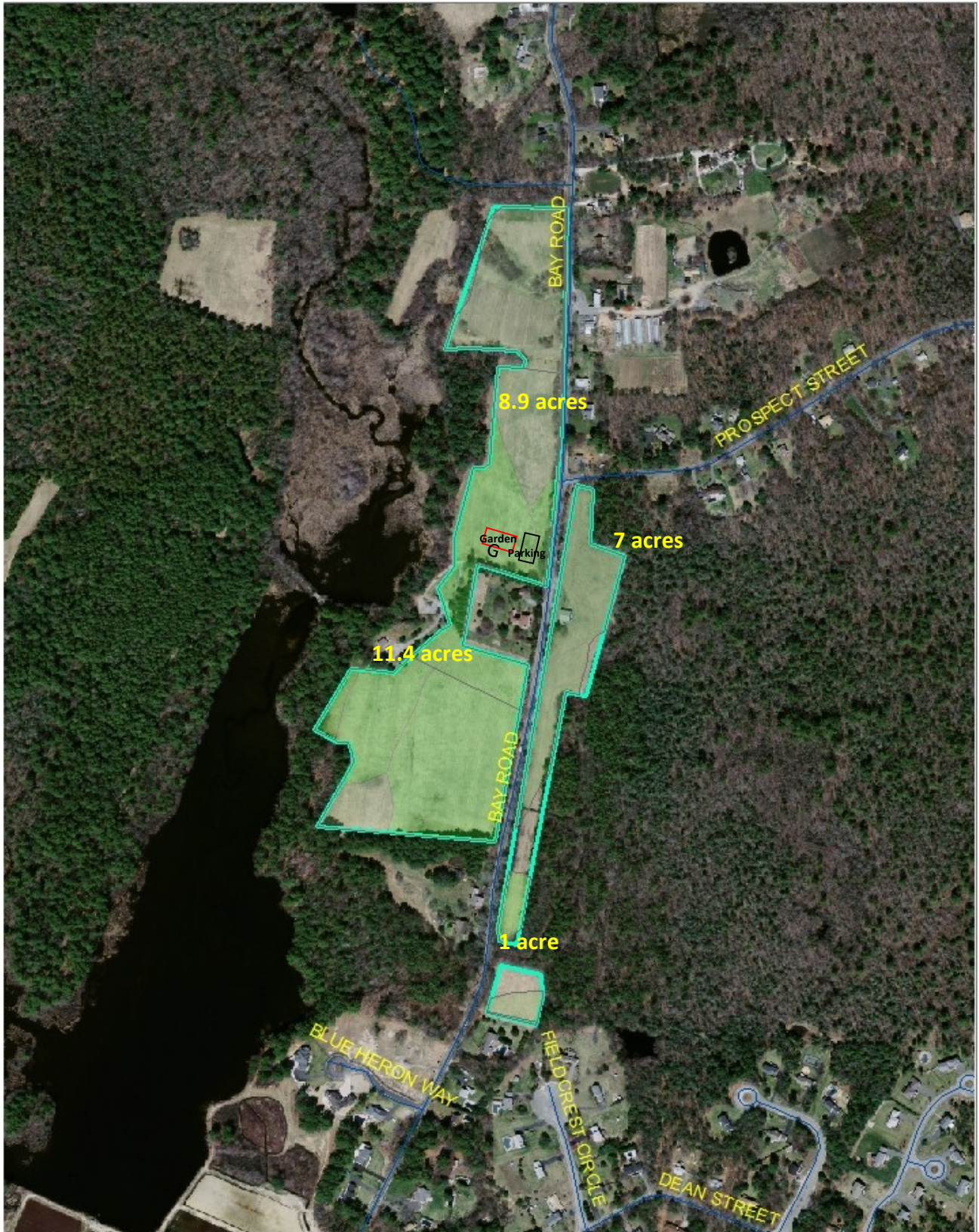
Not to scale

Figure 3

Wheaton Farm Fields

Community Garden & new Parking

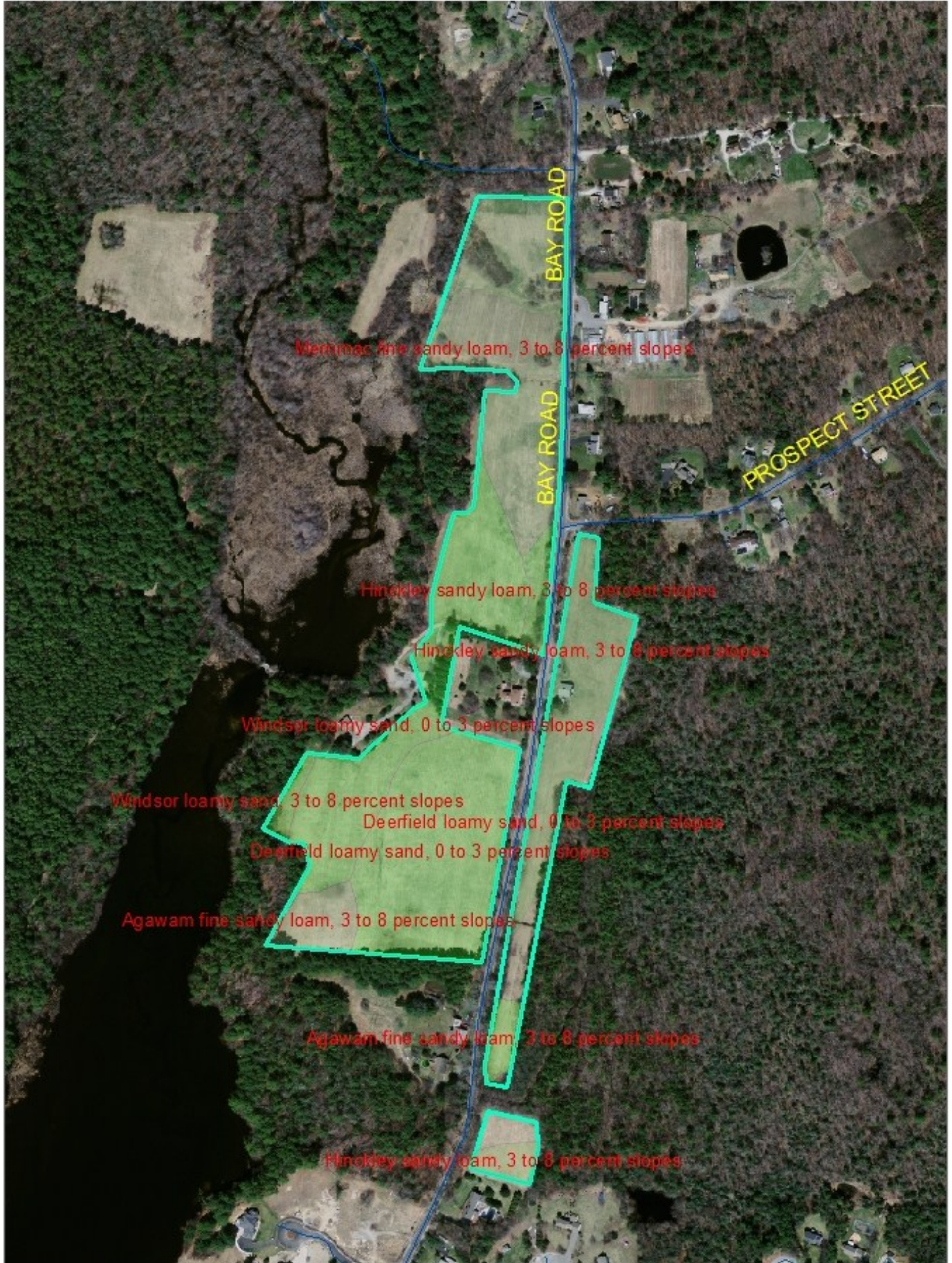
Lot area



Not to scale

Figure 4

Wheaton Farm Fields Soils



**TOWN OF EASTON
CONSERVATION COMMISSION
LICENSE TO ENTER AND USE TOWN-OWNED LAND FOR AGRICULTURAL PURPOSES**

Preamble

This instrument ("this License") is a license, by and between the Town of Easton, acting by and through its Conservation Commission ("Licensor") and _____ ("Licensee"), a Massachusetts (name of domiciliary commonwealth or state)

(check one)

- | | | | |
|--------------------------|----------------------------|--------------------------|-------------------------------|
| <input type="checkbox"/> | Sole Proprietorship | <input type="checkbox"/> | General Partnership |
| <input type="checkbox"/> | Business Corporation | <input type="checkbox"/> | Limited Partnership |
| <input type="checkbox"/> | Not-For-Profit Corporation | <input type="checkbox"/> | Limited Liability Partnership |
| <input type="checkbox"/> | Limited Liability Company | <input type="checkbox"/> | other: _____ |
| <input type="checkbox"/> | Trust | | (indicate entity type) |

The Town of Easton is the owner of certain vacant land (the "Licensed Premises") that is more fully described in Articles 2 and 3 of, and ***Exhibit A*** to, this License. Licensee desires to enter upon the Licensed Premises for the purposes described in Article 4 of this License. Therefore, Licensor grants the privileges of such entry, the permitted uses defined in Article 4 of this License, and the other privileges set forth in this License, and Licensee accepts the same, subject to the following terms and conditions:

License

1. REFERENCE DATA

A. Date of License: _____

B. Mailing Address of Licensor: Town of Easton
Conservation Commission
Attention: Land Use Planner
136 Elm Street
Easton, MA 02356

All references in this License to "Licensor" refer to said Conservation Commission unless otherwise expressly stated in this License.

C. Mailing Address of Licensee: _____

Telephone Number: _____

Fax Number: _____

D. Licensed Premises: Wheaton Farm Fields, Easton, MA, as further defined and described in Articles 2 and 3 of, and ***Exhibit A*** to, this License.

- E. Permitted Use: Agricultural use, as further defined in Article 4 of this License.
- F. Term of License: _____, as further defined in Article 6 of this License.
- G. License Fee: \$ _____, as further defined in Article 7 of this License.

2. LICENSED PREMISES

- A. Entry and use are limited to the Licensed Premises, as shown on the plan(s) or diagram(s) attached to this License as *Exhibit A*, and further described as follows (if no further limitation, write “NONE”):

(Attach plan(s) or diagram(s), marked as *Exhibit A*, showing location of the Licensed Premises and entry)

- B. Licensee’s employees, agents, and contractors shall have, as appurtenant to this License, the non-exclusive use, in common with others entitled thereto, of any sidewalks, elevators, loading facilities, and entrances and exits from public streets and highways serving the Licensed Premises.

3. CONDITION OF THE LICENSED PREMISES

Licensee acknowledges and agrees as follows:

- A. Licensee accepts the Licensed Premises in “as-is, where-is” condition.
- B. Licensor is under no obligation to make any repairs, renovations, or alterations to the Licensed Premises.
- C. Licensor has made no representations or warranties whatsoever regarding the Licensed Premises, including, without limitation, no representations or warranties regarding fitness of the Licensed Premises for Licensee’s intended purpose or use.

4. PURPOSES AND USES

The privileges of Licensee under this License with regard to the Licensed Premises shall be for the following and no other purposes and uses (the “Permitted Uses”): Agriculture, as further defined in the Management Plan which is incorporated into this License as *Exhibit B*.

(Attach Management Plan, marked as *Exhibit B*.)

5. LICENSEE’S EQUIPMENT

Licensee may bring such vehicles and other equipment upon the Licensed Premises as would ordinarily be used to operate and use the Licensed Premises for the purposes and uses permitted by this License, subject however, to the following limitations: (Do not leave blank – if no limitations, write “NONE.”)

6. **TERM** (*NOT TO EXCEED FIVE YEARS*) (Fill in blank(s) appropriately.)

- A. The term of this License shall be ____ year(s) ____ month(s) ____ week(s) ____ day(s).
- B. The term of this License shall commence on _____ and shall expire on _____ unless terminated earlier in accordance with the terms of Article 17 (indicate the appropriate month, day, and year in each blank).
- C. The term of this License
 - (1) ____ shall not be extended
 - (2) ____ may be extended on the following terms, subject to the prior written approval of Licensors: _____
 - (3) ____ may be extended on the same terms.

7. **LICENSE FEE**

- A. In consideration of the rights granted to Licensee under this License, Licensee shall pay the following annual license fee ("License Fee") \$_____ Fee (United States Dollars), payable in full on _____, and on the first day of _____ in each year of the License thereafter.
- B. The License Fee shall be delivered to Licensors at the address shown on page 1 of this License and shall be payable in good funds to the order of the Town of Easton.

8. **PERMITS**

- A. This License and all obligations hereunder are specifically dependent upon the issuance to Licensee of all permits and licenses (including, but not limited to, pesticide applicator licenses, animal health permits, and applicable environmental authorizations) required to use the Licensed Premises for the purposes described in this License from all governmental agencies having jurisdiction.
- B. It shall be the responsibility of Licensee to obtain each such permit or license, at Licensee's sole cost and expense.
- C. If Licensee is refused any such permit or license, this License shall be null and void, with no further obligation by either party to perform.
- D. If any such permit or license is revoked or cancelled during the term of this License, it shall be cause for terminating this License immediately as set forth in Section 17.C, hereof.

9. **ALTERATION OF THE LICENSED PREMISES**

- A. Except as provided in Section 9.B hereof, Licensee shall make no alterations or improvements upon the Licensed Premises except as may be specifically permitted in the Management Plan (attached to this License as *Exhibit B*.)

- B. Licensee shall not make any alterations or improvements not permitted by the Management Plan upon the Licensed Premises unless Licensee has obtained Licensor's prior written approval and consent. Licensor shall review and respond in a timely manner to any reasonable requests by Licensees to make such alterations or improvements.
- C. Any alterations or improvements made by Licensee shall be made strictly in accordance with the terms and conditions established in writing by Licensor. Such terms may include, without limitation, prior written approval of plans, insurance coverage, and a requirement that Licensee remove any or all of Licensee's alterations or improvements upon the expiration or earlier termination of this License.
- D. All such alterations or improvements remaining upon the Licensed Premises after the expiration of this License shall be subject to the provisions of Section 11.J hereof.

10. UTILITIES (Mark A, B, or C and any necessary subparts.)

A. The Licensed Premises are not served by any utilities. Licensee may bring utilities to the site upon presentation of plans to and approval by the Licensor.

B. _____ Licensee shall pay for the following utility service(s):
 electricity water

C. _____ Licensor shall pay for the following utility service(s):
_____ electricity _____ water

- If Licensor provides any utility system or service at the Licensed Premises or agrees to pay for the cost of any utility service, Licensor makes no representation or warranty whatsoever with respect thereto, including, without limitation, no representation or warranty as to the adequacy of the same for the purposes and use of Licensee.
- Licensor shall not be responsible for any interruption in utility service.
- Licensor may, at any time, require Licensee to contract directly with the supplier of such service.

11. CONDUCT OF LICENSEE

A. Compliance with Licensor's Directives
Licensee agrees to observe and obey all directives given by hand, facsimile, or registered or certified mail duly designated personnel of Licensor.

B. Compliance with Laws
Licensee shall at all times operate the Licensed Premises in accordance with all applicable laws, statutes, ordinances, regulations, permits, licenses, and the requirements of Licensee's insurance policies.

C. Repair of Damage

Licensee shall neither cause nor suffer any waste of the Licensed Premises and shall maintain the Licensed Premises in good order at all times. Licensee's responsibilities shall include, but not be limited to, the repair of any and all damage or breakage resulting from acts of vandalism or the intentional or negligent acts of Licensee or others, but excluding damage or breakage caused by employees, agents, or contractors of Licensor. All repairs made by Licensee shall be performed in a manner satisfactory to Licensor. Licensor shall have the option to make such repairs for the account of Licensee, in which event Licensee shall reimburse Licensor for any and all costs incurred by Licensor to make such repairs. Licensee shall make payment within ten business days after written demand by Licensor.

D. Sanitation

Licensee shall maintain the Licensed Premises in a sanitary condition and shall follow all directions of Licensor with regard to the collection and disposal of refuse.

E. Security

Licensee shall be solely responsible for providing, at Licensee's sole cost and expense, such security protection as Licensor may require, in Licensor's sole discretion, to protect the Licensed Premises, Licensee's invitees, third parties, and the public from injury or damage.

F. Cost of Operations

Except as otherwise expressly set forth in this License, Licensee shall be responsible for any and all costs and expenses associated with Licensee's operations upon the Licensed Premises.

G. Operations Limited to Permitted Uses

Licensee shall not conduct, nor permit any of its employees, agents, contractors, or invitees to conduct any operations or business upon the Licensed Premises except for that permitted by Article 4 of this License, unless prior written authorization is provided by Licensor. Any such authorization shall be given or denied solely at Licensor's discretion.

H. Hazardous Materials

Without limiting any of Licensee's obligations under this or any other Article of this License, Licensee agrees that Licensee shall not cause or permit any hazardous materials to be used, generated, stored, or disposed of on, under, or about, or transported to or from the Licensed Premises. For the purposes of this License, "hazardous materials" shall include, but not be limited to, substances defined as "hazardous substances," "toxic substances," "hazardous wastes," "hazardous materials," or "oil" in any federal or state statute concerning hazardous materials now or hereafter enacted, including all regulations adopted or publications promulgated thereunder. For purposes of this License, "hazardous materials" shall not include pesticides or fertilizers that are used and managed in compliance with **Exhibit D** of this License and with all applicable laws, regulations, orders, permits and/or licenses.

I. Alcoholic Beverages

Unless specifically permitted by the terms of this License, Licensee shall not bring, store, maintain, consume, or serve alcoholic beverages upon the Licensed Premises, nor allow any of Licensee's employees, agents, contractors, or invitees to do the same.

J. Surrender of Licensed Premises

Upon the expiration or earlier termination pursuant to Article 17 of this License, Licensee shall immediately vacate and surrender the Licensed Premises to Licensor. Licensee shall also remove all of Licensee's property from the Licensed Premises and restore the Licensed Premises to the condition the Licensed Premises were in at the commencement of this License, reasonable wear and tear excepted, and subject further to any obligation Licensee may have hereunder to make repairs or improvements to the Licensed Premises. Upon agreement of the parties, Licensee may abandon all

or part of its property and/or agricultural improvements it has made in place. If any of Licensee's personal property remains on the Licensed Premises after the expiration or earlier termination of this License without a written agreement between the parties, said property shall be deemed abandoned and may be retained by Licensor without any compensation to Licensee, or said property may be removed and either stored or disposed of by Licensor at the sole cost and expense of Licensee.

12. LICENSEE ASSUMES ALL RISKS

- A. Licensee agrees that Licensee shall use and occupy the Licensed Premises at Licensee's own risk, and Licensor shall not be liable to Licensee for any death or personal injury, or for any loss or damage to vehicles, equipment, fixtures, or other personal property of Licensee that are brought upon the Licensed Premises.
- B. Licensee accepts complete liability for the acts, omissions, and negligence of Licensee and the officers, agents, contractors, employees, and invitees of Licensee while present upon the Licensed Premises or while exercising Licensee's rights hereunder.
- C. Without limiting the foregoing, Licensor shall have no liability to Licensee or to Licensee's officers, agents, contractors, employees, or invitees for any injury, death, loss, or damage caused by any act of Licensee's invitees, officers, agents, contractors, employees, or members of the general public.

13. INDEMNIFICATION

- A. Licensee shall indemnify Licensor and save them harmless from and against any and all injury, loss, claim, action, damage, or liability arising out of any act, failure to act, or negligence of Licensee, or of Licensee's officers, agents, contractors, employees, or invitees.
- B. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses, and liabilities, including attorney's fees, in connection with any such injury, loss, or damage or any such claim, or any proceeding brought thereon or in defense thereof.

14. INSURANCE

Licensee shall keep in force, at Licensee's sole cost and expense during the full term of this License and during such other times as Licensee occupies the Licensed Premises or any part thereof, the following insurance policies:

- A. Comprehensive general liability insurance insuring Licensee against all claims and demands for personal injury or damage to property that may be claimed to have occurred upon or about the Licensed Premises. Said insurance shall be written on an occurrence basis to afford protection in the amount of \$2,000,000.00 (not less than fifty thousand dollars) combined single limit for personal and bodily injury and death and for property damage, with a so-called "broad-form" endorsement and contractual liability coverage insuring the performance by Licensee of the indemnity agreements set forth in Article 13 of this License.
- B. Vehicle Liability Insurance covering each vehicle of Licensee entering the Licensed Premises in an amount not less than the compulsory coverage required in Massachusetts.
- C. Workers compensation insurance covering Licensee's employees upon the Licensed Premises in such amounts as are required by law.

- D. The following additional insurance coverage (describe, if any; otherwise write "NONE"): _____
- E. All insurance coverage required by this Article 14 shall be by standard policies obtained from financially sound and responsible insurance companies authorized to do business in Massachusetts.
- F. Each said insurance policy shall name the Town of Easton as an additional insured and shall contain a provision stating that such coverage shall not be cancelled, reduced, or otherwise materially altered without at least ten days prior written notice to Licensor. Cancellation, reduction, or other material alteration shall be grounds for termination of this License pursuant to Section 17.C of this License.
- G. If Licensee fails to obtain or to maintain any of the insurance coverage required by this Article 14, or if any of the required insurance policies is cancelled, it shall be grounds for immediate termination of this License as provided in Section 17.C of this License.
- H. One or more certificates of insurance showing insurance coverage as required by this Article 14 are attached to this License as *Exhibit C*.

15. ASSIGNMENT

Licensee shall not sell, assign, sublicense, mortgage, or transfer any interest in this License without obtaining, in each instance, the prior written consent of Licensor. The decision to grant or withhold such consent shall be at Licensor's sole discretion.

16. RIGHTS OF LICENSOR AND AGENCY TO ENTER

- A. Licensor reserves the right to enter upon the Licensed Premises at any time to make repairs, perform maintenance, inspect the Licensed Premises, show the Licensed Premises to others, monitor compliance with this License, or for any other reason.
- B. Licensee shall not interfere with the exercise of this right and shall cooperate with Licensor, other representatives of the Town of Easton, and their agents.

17. TERMINATION

This License shall expire on the date specified in Section 6.B, unless extended in compliance with the terms of this License and all other requirements of law, or unless terminated earlier under the following conditions:

- A. Without Cause. If circumstances that were unanticipated at the time this License was issued, or that are beyond the control of Licensee or Licensor, result in an inability to continue this License for its full term, then either Licensee or Licensor may terminate this License by giving written notice to the other party at least ninety (90) calendar days prior to the effective date of termination stated in the notice. Licensor shall not terminate this License pursuant to this Section 17.A during the growing season of any crop grown on the Licensed Premises described in *Exhibit A* pursuant to the Management Plan attached as *Exhibit B* unless required to do so by law.
- B. For Breach. If, in the opinion of Licensor, Licensee fails to fulfill its obligations, Licensor may terminate this License by giving written notice to Licensee at least ten (10) calendar days before the effective date of termination stated in such notice. The notice shall specify in reasonable detail the nature of Licensee's breach. The notice may also state a period during which Licensee may cure the

breach, provided that such period shall expire on or before the termination date stated in the notice. If Licensee is given an opportunity to cure the breach (which shall be within the sole discretion of Licensor) and Licensee fails to complete such cure to the satisfaction of Licensor within the cure period, this License shall come to an end on the termination date stated in the notice.

- C. Emergency. If Licensor determines that it is necessary to terminate this License or suspend Licensee's rights hereunder immediately in order to prevent injury or damage to persons or property, including, but not limited to, the interest of the Town of Easton in the Licensed Premises, or to protect state or federal funds, Licensor may terminate this License or suspend Licensee's rights hereunder by providing written notice to Licensee stating the grounds for said termination or suspension. Said notice may be given in the form of a telegram, mailgram, hand-carried letter, fax, or other reasonable written means, and this License shall be terminated or suspended, as the case may be, upon delivery of said notice to Licensee.
- If this License is terminated in accordance with any of the provisions of this Article 17, this License shall come to an end as fully and completely as if the term had expired on the date set forth in Article 6, and Licensee shall vacate and surrender the Licensed Premises as provided in Section 11.J.
 - Upon the expiration or earlier termination of this License, Licensor, immediately or at any time thereafter, may enter upon the Licensed Premises or any part thereof and expel Licensee and those claiming through or under Licensee and remove their effects forcibly if necessary. This remedy shall be without prejudice to any other remedies that Licensor may have for breach of this License by Licensee.
 - If this License is terminated by Licensor in accordance with any of the provisions of this Article 17, Licensee shall not be relieved of liability to Licensor for arrears in the License Fee or for any other injury or damage sustained by Licensor as a result of a breach by Licensee of any of the terms or conditions of this License, whether occurring before or after such termination.
 - Licensee expressly waives any right to damages related to such termination, including, without limitation, incidental or consequential damages.
 - If this License is terminated for any reason other than the fault or request of Licensee, Licensor shall commensurately reduce, on a prorated basis, the License Fee that Licensee has covenanted to pay. Furthermore, under such circumstances, Licensor shall refund to Licensee, on a prorated basis, any portion of the License Fee that has been prepaid for a period during which Licensee was denied use and occupancy of the Licensed Premises for any reason other than the fault or cause of Licensee.

18. NO ESTATE CREATED

- A. This License shall not be construed as creating or vesting in Licensee any estate in the Licensed Premises, but only the privileges of entry and use as herein described.
- B. Licensee understands, acknowledges, and agrees that Licensee is acquiring no interests or rights whatsoever in or to the Licensed Premises by virtue of this License and that Licensee is hereby granted the privileges of entering and using the Licensed Premises in accordance with the provisions of this License.
- C. This License does not constitute the granting of an interest in real property for any purpose, and Licensee shall not have any right to make any permanent improvements to, nor to install any permanent fixtures on, the Licensed Premises, unless such improvements or fixtures are explicitly authorized by Article 4 hereof or by other written authorization subsequently given by Licensor pursuant to Section 9 hereof.

- D. Licensee shall have no right to require specific performance of the obligations of Licensor hereunder.

19. NON-DISCRIMINATION

- A. Licensee shall not discriminate against any qualified employee, applicant for employment, subcontractor, or person or firm seeking to provide goods or services to Licensee, nor shall Licensee deny any person access to the Licensed Premises or to any activities or programs carried out pursuant to this License because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap, or sexual orientation.
- B. Licensee shall comply with all applicable federal and state statutes, rules, and regulations prohibiting discrimination in employment and accommodations.

20. NOTICES

- A. Unless otherwise expressly permitted hereunder, all notices or other communications required or permitted to be given under this License shall be in writing and signed by a duly authorized representative of the party giving the notice, and shall be given by hand delivery (including, without limitation, courier, Federal Express, or other overnight delivery service) or mailed by United States certified mail, postage prepaid, return receipt requested.
- B. Such notices shall be sent or addressed to Licensor and Licensee at the addresses set forth in Article 1 of this License.
- C. Notices may also be sent by fax to either party, provided a fax number is given for such party in Article 1 of this License.
- D. By notice given hereunder at any time and from time to time, Licensor or Licensee may designate a different address or fax number to which notices shall be sent.
- E. Notices served as aforesaid shall be deemed given for all purposes (i) on the date shown on the receipt for such delivery or (ii) as of the date such notice was sent if notice is given by fax or if delivery is refused or acceptance could not be obtained.

21. MISCELLANEOUS PROVISIONS

- A. This License may not be modified except in a written document duly executed by both parties.
- B. This License contains the entire agreement of the parties and there are no other agreements or understandings between the parties regarding the subject matter of this License.
- C. Licensee, its employees, officers, contractors, or agents are not authorized to bind or involve the Town of Easton or any of its agencies in any contract or to incur any liability for or on the part of the Town of Easton.
- D. If any portion of this License is declared to be illegal, unenforceable, or void, then all parties to this License shall be relieved of all obligations under that portion, provided, however, that the remainder of this License shall be enforced to the fullest extent permitted by law.

- E. No consent or waiver, whether express or implied, by Licensor to or of any breach of the terms of this License by Licensee shall be construed as a consent or waiver to or of any other breach. No waiver of any breach or default or other indulgence shall be effective unless expressed in writing by Licensor.
- F. The Preamble of this License is an integral part of this License and not mere recitals.
- G. The captions in this License are inserted for convenience of reference only and in no way define, describe, or limit the scope or intent of this License or any of the provisions hereof.
- H. No official, employee, or consultant of the Town of Easton shall be personally liable to Licensee or to any person claiming under or through Licensee for or on account of any alleged breach of this License, or for any act, failure to act, or other matter arising out of the execution of this License or the performance of Licensor's obligations hereunder.
- I. This License shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, and any and all legal actions brought in connection with this License shall be brought in courts within the Commonwealth of Massachusetts.
- J. This License is to take effect as a sealed instrument.
- K. The following exhibits and attachments are made a part of this License for all purposes (mark appropriately below and on each exhibit):

____ *Exhibit A* - Plan or Diagram of Licensed Premises

____ *Exhibit B* - Management Plan

____ *Exhibit C* - Insurance Certificate(s)

WITNESS the duly authorized signatures of Licensee and Licensor on three counterparts of this License, each of which shall be considered to be an original, for all intents and purposes. This License shall be valid upon, but not before, the delivery of a fully executed counterpart to Licensee by Licensor.

LICENSEE:

_____ (as Licensee's full name appears on page 1 of this License)

By: _____
Authorized Signature Title

Signer's Printed Name Date

By: _____
Authorized Signature Title

Signer's Printed Name Date

**LICENSOR: THE TOWN OF EASTON, MASSACHUSETTS
ACTING BY AND THROUGH ITS CONSERVATION COMMISSION**

Authorized Signature Title

Signer's Printed Name Date