

LICENSE AGREEMENT

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TOWN CLERK
HARWICH, MA

2024 JAN 12 P 3:19

THIS LICENSE AGREEMENT (this "License") is entered into on this ____ day of _____, 2023, by and between the **Town of Harwich**, acting by and through its Board of Selectmen, having an address of 732 Main Street, Harwich, Massachusetts 02645 (the "Town"), and **The Family Pantry of Cape Cod Corp.**, a Massachusetts nonprofit corporation, having an address of 133 Queen Anne Road, Harwich, Massachusetts 02645 ("Licensee").

WHEREAS, the Town is the owner of a certain parcel of land located at 205 Queen Anne Road, Harwich, being Tax Map 58, Lot M1-1, consisting of approximately 35 acres, a portion of which is a capped landfill and the site of solar facilities (the "Property");

WHEREAS, Licensee is the owner of a parcel of land, with improvements thereon, located at ^{chng} 133 Queen Anne Road, Harwich, being Tax Map 58, Lot G3-13, from which it operates an organization which provides food for qualifying inhabitants of Cape Cod, Massachusetts (the "Food Pantry");

WHEREAS, Licensee desires to license a portion of the Property from the Town for the purpose of growing food for distribution and for the parking of vehicles of the employees, patrons and invitees of the Licensee;

WHEREAS, the Town is desirous of promoting the Food Pantry for the benefit of the inhabitants of the Town and of Cape Cod;

WHEREAS, the Town is amenable to allowing Licensee to license a portion of the Property to Licensee; and

WHEREAS, the parties desire to set out the terms and conditions of Licensee's use of the Property.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. USE, PURPOSE, TERM. The Town hereby grants Licensee and its contractors, agents, representatives, employees, permittees and invitees a license to enter and use the portion of the Property shown as "License Area" (the "License Area") on the sketch plan attached hereto as Exhibit A and incorporated herein for the purpose of a establishing a garden in the Garden Area and for the parking of up to 30 vehicles in the Parking Area as described in the Pantry Parking Description, attached hereto as Exhibit B, and uses incidental and related thereto. The Garden Area is that area located directly to the rear of 133 Queen Anne Road; the Parking Area is that area located directly to the rear of 139 Queen Anne Road.

Such entry and use by Licensee, its contractors, agents, representatives, employees, permittees and invitees may be exercised from the date of this License for a term of ten (10) years, unless terminated in accordance with the provisions of Section 9 below. Such entry and use shall be further limited by the provisions of Section 5.

such lien to be released of record without cost to the Town. If the Licensee does not perform the work itself, it shall employ responsible contractors to perform the Work.

The Licensee shall install such fencing and other safety devices, if any, necessary to ensure the safety of Town personnel, persons on the License Area and the Property, adjacent property owners and their property and the general public. The Town is not responsible for the security of the License Area and the work, which shall be at all times be the sole responsibility of the Licensee.

The Licensee may bring such vehicles and other equipment upon the License Area as would ordinarily be used to undertake any work, but the Licensee shall not store any equipment or materials thereon without the Town's prior written consent. The Licensee shall be responsible for the security of its equipment, materials, and the improvements. The Town shall have no responsibility for any damage to the same from theft or vandalism.

The Licensee shall inform the Town at least fourteen (14) days prior to the completion of any work so that the Town may inspect the same and assess compliance with the terms hereof.

The provisions of this Section shall survive the expiration or termination of this License.

6. INDEMNIFICATION AND RELEASE. The Licensee agrees to indemnify, defend and hold harmless the Town from and against any and all claims, demands, suits, actions, costs, judgments, whatsoever, including reasonable attorneys' fees, which may be imposed upon, incurred by, or asserted against the Town by reason of (a) any failure on the part of Licensee to comply with any provision or term required to be performed or complied with by Licensee under this License, (b) for the death, injury or property damage suffered by any person in or around the License Area relating in any way to Licensee's exercise of its rights under this License and/or the improvements and/or the negligence or willful misconduct of any of the Licensee Parties, (c) the release, emission, storage or maintenance by Licensee or any of the other Licensee Parties of any toxic or hazardous waste or materials, pollutants, or substances, including without limitation, asbestos, PCBs, petroleum products and byproducts, substances defined or listed as "hazardous substances" or "toxic substances" or "hazardous waste" or "hazardous material", as those terms are defined by any applicable laws, rules or regulations; or (d) any defect in the materials installed or improvements made or negligence in the assembly or construction of the improvements in, on, under or upon the License Area.

Licensee hereby releases the Town, its employees, officers, agents, board members, and attorneys from any claims, actions, rights of action, causes of action, damages, costs, loss of services, expenses, compensation, attorneys' fees or other liability or responsibility for Licensee's losses or damages related to the condition of the License Area, and Licensee agrees and covenants that it will not assert or bring, nor cause any third-party to assert or bring, any claim, demand, lawsuit or cause of action against the Town, including, without limitation, claims for property damage, diminution in property value claims, personal injury or death damages and any other damages relating to, or arising from, Licensee's use of the License Area.

The provisions of this Section shall survive the expiration or termination of this License.

9. TERMINATION and REVOCATION. Either party may terminate this License for any reason, even convenience, by giving written notice of such termination to the other party. From October through February the notice shall be thirty (30) days and during the growing season of March through September the notice shall be one hundred and eighty (180) days.

In the event of the termination of this License by either party, Licensee, at the Town's request and at Licensee's sole expense, shall remove any and all non-permanent, non-structural facilities, apparatus, equipment and property from the License Area, and restore and/or repair the License Area to such condition as shall be specified by the Town (except no trees removed from the License Area need to be replanted) within thirty (30) days from the effective date of such termination. All improvements allowed to remain on the License Area by the Town shall become the Town's property. This obligation shall survive the expiration or termination of this License.

10. RIGHTS OF THE TOWN TO ENTER. The Town reserves the right and Licensee shall permit the Town to enter upon and use the License Area at any time and for any and all purposes at the Town's sole discretion, and Licensee's use shall not interfere with the Town's use of the License Area.

11. NOTICE. For purposes of this License, the parties shall be deemed duly notified in accordance with the terms and provisions hereof, if written notices are hand-delivered, sent by registered or certified mail, postage prepaid, or sent by recognized overnight mail, or sent by confirmed facsimile transmission, to the addresses set forth above, or to such other addresses as may from time to time hereafter be designated by the parties by like notice

12. MISCELLANEOUS

A. No Estate Created. This License shall not be construed as creating or vesting in Licensee any estate in the License Area, but only the limited right of use as hereinabove stated.


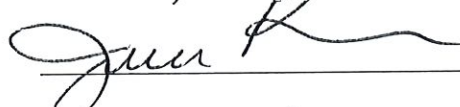

B. Survival of Terms and Provisions. All appropriate terms and provisions relating to the restoration of the License Area affected hereby shall survive the expiration and/or termination of this License, in addition to the survival of other terms stated herein to so survive.

C. Waivers. Notwithstanding anything herein to the contrary, no provision of this License, no entry upon, travel over or other use of the License Area by the Town, nor the Town's granting of any rights or assumption of any obligations hereunder shall not waive, bar, diminish or in any way affect: (i) any legal or equitable right of the Town to regulate or issue any order with respect to the affected premises; (ii) waive any limitations on liability afforded a body politic of the Commonwealth of Massachusetts; or (iii) pursue any other claim, action, suit, damages or demand related thereto.

D. Severability. If any court determines any provision of this License to be invalid or unenforceable, the remainder of this instrument shall not be affected and each provision of this License Agreement shall be valid and enforceable to the fullest extent permitted by law.

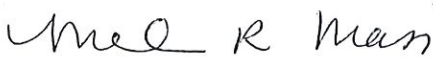
In Witness Whereof, the parties hereto have caused this License Agreement to be executed on this ____ day of _____, 2023.

TOWN OF HARWICH,
By Its Board of Selectmen

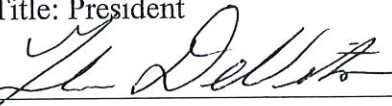




LICENSEE:

The Family Pantry of Cape Cod Corp.


By: _____

Name:
Title: President


By: _____
Name:
Title: Treasurer

The Family Pantry of Cape Cod Expanded Parking Proposal

Background Information

Harwich has proudly served as host community to the largest food pantry on Cape Cod, initially operating in 1989 at the Holy Trinity Church. The Family Pantry facility is currently located at 133 Queen Anne Road, Harwich. The facility is named the George P. Morris Building, consisting of a 12,000 square foot warehouse and a 360 square foot office. Additional distribution services include The Healthy Meals in Motion Mobile Pantry serving the lower Cape Towns of Dennis, Brewster, Chatham, Orleans, Eastham and Provincetown. A small satellite facility is located at Cape Cod Community College serving students, staff and facility. The Family Pantry also operates a Boutique at the Pantry facility and a Second Glance Thrift Boutique in West Harwich.

The Pantry is recognized as a Charity Navigator 4 - Star Nonprofit, has earned Candid's Platinum Seal for the past four years, and continues to be certified as a Service Enterprise as a best-in-class volunteer organization. As a nonprofit organization, approximately \$1.8 million must be raised annually through donations and fundraising to sustain this operation.

Directly behind the Pantry parcel is Town of Harwich parcel M1-1 consisting of 35 acres, which partially served as a landfill. Upon landfill closure, the parcel was capped and is now hosting a large array of solar panels, which are visible from the transfer station. A pie shaped portion of town owned M1-1 located directly behind the Family Pantry did not serve as a landfill, nor is currently hosting solar panels.

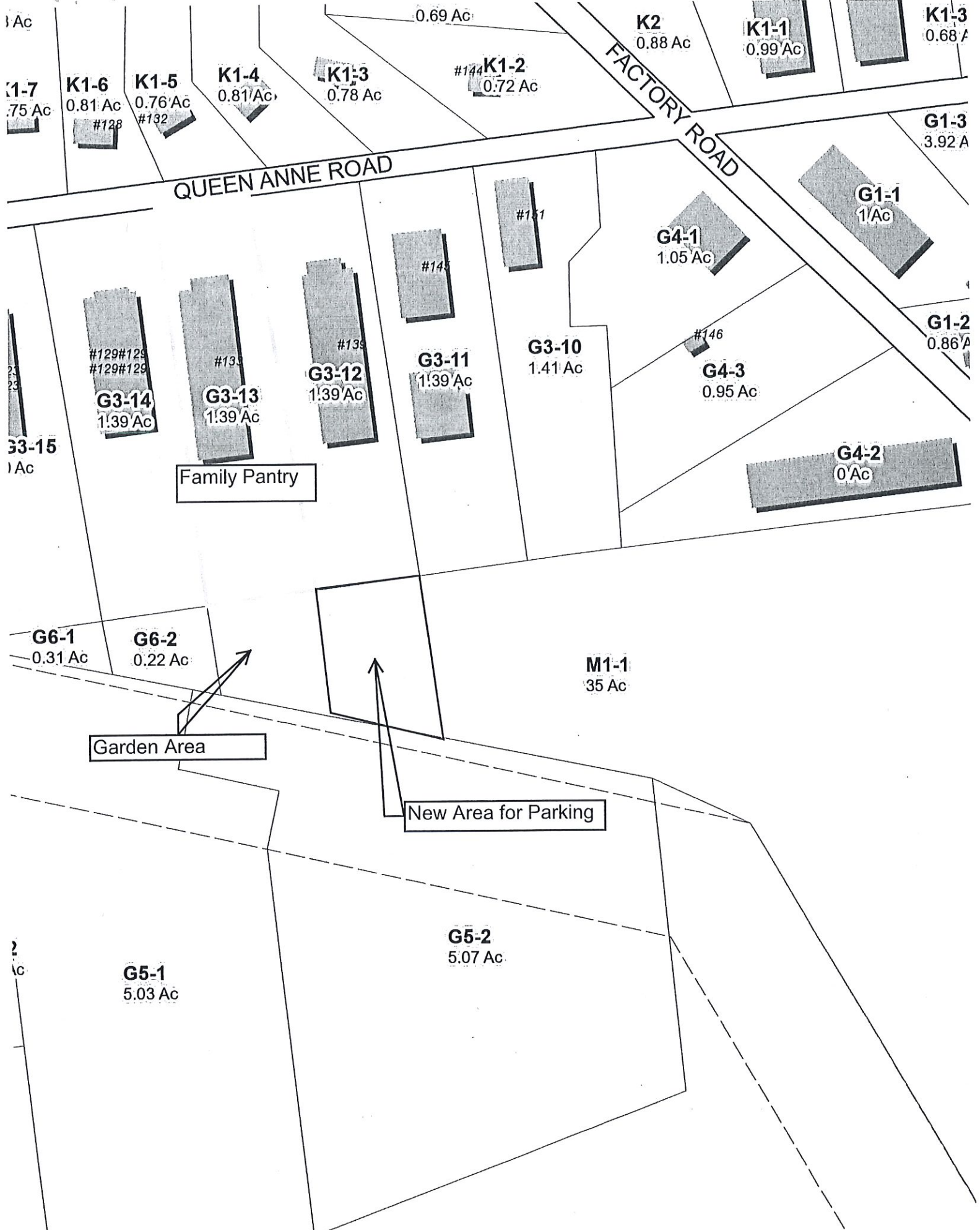
The Family Pantry previously entered into a License Agreement with the Town of Harwich to construct a Pantry Garden directly behind (south of) the Family Pantry parcel. The Family Pantry Garden produces approximately 6,200 pounds of fresh vegetables for clients each season.

In 2023, the Family Pantry set new records attempting to address the growing food insecurity on Cape Cod. The Pantry served 13,849 clients, an 18 percent increase in visits over the previous year. The Pantry provided 2.8 million meals in 2022 and over 3.4 million meals in 2023. The value of food distributed in 2022 was \$6.4 million and \$7.8 million in 2023. To meet this need, there are 650 volunteers providing \$2.8 million in labor. Client visits are up 18% so far in 2024 over 2023.

To accommodate parking for all those volunteers, especially at shift change, The Family Pantry simply needs more space. The lack of parking spaces also negatively impacts our abutting neighbor to the east (parcel G3-12).

The Proposal

The Family Pantry respectfully requests to enter into a license agreement with the Town of Harwich for an additional portion of Town owned parcel M1-1 easterly and abutting the Family Garden. There is an existing drainage swale on the rear of parcel G3-12 that is privately owned



1 Ac

K1-7
0.75 Ac

K1-6
0.81 Ac
#128

K1-5
0.76 Ac
#132

K1-4
0.81 Ac

K1-3
0.78 Ac

0.69 Ac

#144 K1-2
0.72 Ac

K2
0.88 Ac

K1-1
0.99 Ac

K1-3
0.68 Ac

QUEEN ANNE ROAD

FACTORY ROAD

G1-3
3.92 Ac

G1-1
1 Ac

G4-1
1.05 Ac

G1-2
0.86 Ac

G3-15
1 Ac

#129#129
#129#129
G3-14
1.39 Ac

#133
G3-13
1.39 Ac

Family Pantry

#139
G3-12
1.39 Ac

#143
G3-11
1.39 Ac

G3-10
1.41 Ac

#146
G4-3
0.95 Ac

G4-2
0 Ac

G6-1
0.31 Ac

G6-2
0.22 Ac

Garden Area

M1-1
3.35 Ac

New Area for Parking

G5-2
5.07 Ac

G5-1
5.03 Ac

2 Ac