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LICENSE AGREEMENT

December 31, 2014

Parties

Cape Ann Amateur Radio Association, Inc. ("CAARA" or "Licensor"), a Massachusetts non-profit corporation with a mailing address of 6 Stanwood Street, Gloucester, Massachusetts; and

Karen M. Elliot ("Ms. Elliot" or "Licensee"), of 541 Washington Street, Gloucester, Massachusetts; and

Any successor-in-interest to Ms. Elliot who is not a member of Ms. Elliot's Immediate Family as defined below ("Successor Licensee"); and

City of Gloucester ("City"), a municipal corporation located at 9 Dale Avenue, Gloucester, Massachusetts.

Recitals

WHEREAS, the City has sold the real property at 6 Stanwood Street to CAARA based in part on the service that CAARA provides to the City and with the understanding that CAARA will provide Ms. Elliot with access to her property, and the City has retained a reversionary right if CAARA ever ceases to use the property for its charitable purpose; and

WHEREAS, the owners of 541 Washington Street have used a portion of City property for access to 541 Washington Street for at least 40 years, said portion marked as "Access Area" on the attached Exhibit A; and

WHEREAS, Ms. Elliot, the current owner of 541 Washington Street ("Premises"), wishes to enter into a contract with CAARA to ensure access to her property.

Agreements

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree as follows:

1. Licensor grants Licensee, her Immediate Family and their invitees and guests a non-exclusive, revocable License to use the Access Area for vehicular and pedestrian passage to, from and between the Premises and Stanwood Street. Licensor consents to the occasional passage and use by delivery and landscaping vehicles, which are permitted to extend beyond the License Area as reasonably necessary to accommodate the vehicle size and turning radius. The term "Immediate Family" comprises Ms. Elliot's spouse, direct descendants, Ms. Elliot's parents, and Ms. Elliot's siblings. The License shall be revocable only as follows: In the event that Licensor or Successor Licensor determine that Licensee or any of her agents has violated this License by repeatedly over time using

* SEE PLAN DRAWN BY AMERICAN LAND SURVEY ASSOCIATES, INC.
DATED AUG. 5, 2013 (REV. 10/3/14)

the Access Area in a manner (a) that is seriously detrimental to the health, safety, and welfare of Licensor and Successor Licensor (b) that materially and substantially prohibits the Licensor from being able to use the Access Area as set out below, and (c) that is not permitted herein, (all together "Violation"), Licensor or Successor Licensor shall provide written notice of the alleged Violation herein to the Licensee. Such notice shall be delivered by one of the following means (a) in hand, (b) by constable, (c) by certified mail, with return receipt requested and received, postage prepaid or (d) by nationally recognized overnight delivery with signed receipt of service. If Licensee does not cease such noticed Violation within 30 days after receipt of notice, Licensor shall be allowed to terminate this Agreement by providing written notice of termination to the Licensee. Following receipt of a termination notice under this License agreement, Licensee shall have a reasonable period of time before the termination takes effect in order to make alternative access and parking arrangements.

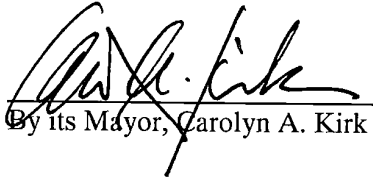
2. The Licensee and Immediate Family may assign this License upon conveyance of the Premises, and not otherwise. Upon conveyance of the Premises to a successor Licensee who is not a member of Licensee's Immediate Family ("Successor Licensee"), this License shall be terminable as follows: In the event that Licensor or Successor Licensor determine that Licensee or any of her agents, Immediate Family, or guests has repeatedly behaved in manner that is seriously detrimental to the health, safety, and welfare of Licensor and Successor Licensor, while using the Access Area, Licensor or Successor Licensor shall provide written notice of the alleged violations herein to the Licensee. Such notice shall be delivered in hand, by constable, certified mail, return receipt requested, postage prepaid or by nationally recognized overnight delivery. If Licensee does not cure such violations within 30 days, Licensor shall be allowed to terminate this Agreement by providing written notice of termination to the Licensee.
3. CAARA shall have the right to park in the Access Area during regularly scheduled meetings, which as of the date of this Agreement are Sunday mornings between 9:00 a.m. and 12:00 p.m. and Wednesday evenings between 7:00 p.m. and 9:00 p.m. CAARA reserves the right to change its meeting times and dates but shall not be permitted to park in the Access Area during such regular meetings more than twice a week or for more than five (5) hours a week. CAARA shall give Ms. Elliot two weeks' notice of any permanent change in its meeting times and shall negotiate in good faith with her if she expresses objections. CAARA may also use the Access Area in times of emergency when the CAARA Communications Center is activated. CAARA will use the Access Area as a last resort, that is, in times when no other parking is available at 6 Stanwood Street. Other than agreed to herein, parking is not allowed in the Access Area. CAARA shall not block the Access Area except during the regularly scheduled times described above. CAARA will make good faith efforts to permit Licensee access to remove from the Premises car(s) which are blocked in during the above times.
4. It is understood and agreed that Licensee and Licensor/Successor Licensor shall in no event be construed or held to be partners, associates, affiliates, joint venturers or other related entities, and that the relationship between the Parties is, and at all times shall remain, that of Licensor and Licensee.

5. Licensee, successors, assigns, and transferees agree to indemnify, provide the defense of, reimburse and hold harmless Licensor and Successor Licensor, their officers, and employees from and against all costs, claims, actions, liabilities, damages, expenses, medical expenses, causes of actions, suits, or judgments by or on behalf of any person or persons, firm or firms, corporation or corporations, or any other business entity, or any governmental authority arising from any personal injury or property damage of any kind, to persons or property, caused by and arising out of Licensee's negligence in using the Access Area for the purposes under this Agreement.
6. Licensee acknowledges that Licensor has not made and does not make any representation or warranty as to any matter affecting or relating to the Access Area, including but not limited to the physical condition or suitability thereof for access; Licensee acknowledges that no such representation or warranty has been made; and Licensee agrees that this Agreement relates to the Access Area in "as-is" condition as of the date of this Agreement.
7. Except for access provided herein, Licensor and Successor Licensor cannot guarantee, warranty, or promise in any way that current or future owners of 537 Washington Street will allow access over that property to Licensee's property and as a result, Licensor and Successor Licensor cannot guarantee, warranty, or promise that Licensee will always have access to her property from Stanwood Street.
8. CAARA retains the right to reasonably reconfigure (but not reduce) the Access Area in cases where the use of the area along the property line with 537 Washington Street is advantageous for the erection of antennas or similar activities. Such reconfiguration shall not impede Licensee's or Successor Licensee's access to the Premises as provided above.
9. Except as otherwise agreed between them from time to time, the Parties shall each have the right but not obligation to maintain, plow, and repair the Access Area. Other than the meetings discussed in Paragraph 3, the Parties shall do nothing to impede or interfere with each other's reasonable use of the Access Area. If either Party wishes to improve or repair the Access Area, said Party shall promptly notify the other and present details of the work to be done. If any Party shall make any excavation in any portion of the Access Area for his or her own use and benefit or damage any portion, the Party so excavating or damaging agrees to restore the area to its pre-disturbed condition at such Party's expense immediately after the usage, maintenance, replacement, repair or damage or as soon as weather conditions allow. The Party so disturbing the Access Area shall perform all such work in a workmanlike manner and at such times so as not to inconvenience unreasonably other parties entitled to the use of the Access Area. Licensee shall not install any utilities or perform any underground work in the Access Area without the express, written permission of Licensor.
10. No building and no portion of any building are allowed in the Access Area.

11. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
12. This Agreement supersedes all earlier letters, conversations, purchase orders, proposals, memoranda, and other written and oral communications, and it contains all the terms agreed on by the parties, with respect to the subject matter hereof, and no changes in, additions to, or subtractions from, this Agreement will be binding on the parties unless in writing and signed by CAARA, the City of Gloucester, and Karen Elliot.
13. If any term or provision of this Agreement or the application thereof to any circumstance shall be invalid or unenforceable, the remainder of this Agreement or the application thereof to any circumstance other than that to which it is invalid or unenforceable shall not be affected thereby.
14. In the event of a dispute between or among the Parties concerning this License, the aggrieved Party shall send a written request asking the other Party to meet and confer in an effort to resolve the dispute. The other Party must agree to and attend at least one meeting and the Parties shall confer with each other in good faith to resolve the dispute. If the Parties cannot agree or compromise, the Parties may each submit the name of a Nominator to each other. The two Nominators shall choose a neutral arbitrator, who shall be someone with more than ten (10) years of legal, real estate, or business experience with no prior connection to any of the parties. The arbitrator shall confer with the Parties, either separately or together, and issue a written decision within two weeks of meeting with the Parties. The written agreement is binding on the Parties and judicially enforceable if the agreement is not in conflict with the law. The arbitrator's fee shall be evenly divided between the Parties. The provisions of this Paragraph shall not preclude either Party from commencing and prosecuting in any court of competent jurisdiction, any action (i) for equitable or injunctive relief of any kind or nature (including without limitation, any action commenced by either Party for specific performance of any obligations hereunder, or for obtaining a temporary or permanent restraining order, or to obtain an attachment) or (ii) to file an appeal to any applicable municipal or regulatory approval in order to preserve the rights of a Party to the extent such Party prevails in a dispute over such approval.
15. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.
16. This Agreement shall be recorded in the Essex South Registry of Deeds at Licensee's expense.
17. The Parties to this Agreement have been represented by counsel, fully understand all of its terms and conditions, and sign it freely.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and delivered as a sealed instrument effective as of the date first above written.

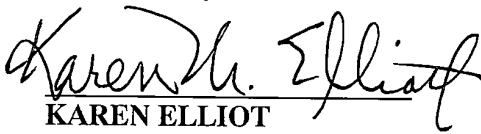
CITY OF GLOUCESTER



By its Mayor, Carolyn A. Kirk

CAPE ANN AMATEUR RADIO ASSOCIATION, Inc.

By its President, Henry M. McCarl

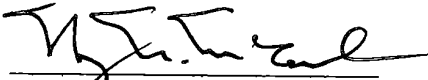

KAREN ELLIOT

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