**LICENSE FOR AGRICULTURAL USE OF CONSERVATION LAND**

 **TOWN OF BOXFORD, MASSACHUSETTS**

# Peabody Field

WHEREAS the licensor wished to maintain and improve the soil fertility of land under its custody, to keep the land open for recreational use, to encourage wildlife habitat, to preserve open spaces and vistas important to the character of the area, and to promote agriculture; and

WHEREAS the licensee wishes to practice farming in a manner congruent with proper use of conservation land **and in a manner consistent with the provisions of the agricultural exemption at MGL Ch. 131, s. 40 and 310 CMR 10.04;**

NOW THEREFORE the Licensor and Licensee agree:

1. The Licensor is the Town of Boxford, acting through its Conservation Commission.

2. The Licensee is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and his/her immediate family members, employees and agents, with no right of assignment or substitution.

3. The premises is **Peabody Field**, located at Main Street in Boxford, Tax Map 32, Block 3, Lot 10, encompassing approximately 2.41 acres (the “Property”).

4. This License shall commence on \_\_\_\_\_\_\_\_\_\_\_\_, 2016 and is conditionally effective until December 31, 2025, subject to a favorable review by the Conservation Commission of Licensee performance to take place on or about December, 2020. This License may be canceled without cause by either party upon 60-days written notice to the other.

5. The licensee shall pay the licensor a fee of one hundred dollars ($100.00), on or before the date this license commences. **Additional payment or in-kind value shall be provided in the following manner** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Real estate taxes, if any, shall be paid by the licensee. Such sums are non-refundable.

6. The Licensee may clear, irrigate, and cultivate the Premises, and shall use the Premises only in accordance with a plan approved by the Conservation Commission which shall consider recommendations of a plan developed by NRCS, if available, OR as follows: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

7. The Licensee may use pesticides/herbicides/fertilizer only in a manner consistent with their labeling and all applicable laws and regulations, and with appropriate IPM practices and fertilizing practices. If addressed in a NRCS Conservation Plan, the practices set forth in the plan shall be followed if appropriate. The licensee shall not clear-cut the commodity crop during the bird ground-nesting period without Conservation Commission approval. The licensee shall maintain soil pH and productivity, and shall maintain during the non-growing season ground cover adequate to prevent erosion.

8. The licensee shall erect no permanent structures except \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and shall not store farming equipment on the premises except in the growing/harvesting season.

9. Members of the public shall have access to approved trails and parking area on the premises consistent with Conservation Commission rules and regulations except as necessary to ensure public safety or to prevent damage to crops outside of trails and parking area. The public shall have the full use of the land off-season subject to Conservation Commission regulations. The Licensor may enter at reasonable times to enforce this agreement.

10. Licensee hereby waives any claims arising during the term of this agreement for loss or damage suffered by Licensee, his/her immediate family members, employees and agents, or employees on account of acts or omissions of the Licensor or public using the premises.

**Town of Boxford**

**Conservation Commission**  **Licensee**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Chair \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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