

# **CONSENT TO ENTER PROPERTY AGREEMENT AND LICENSE**

**BY AND BETWEEN**

**THE TOWN OF WESTBOROUGH  
AND  
THE CONGREGATIONAL CHURCH OF WESTBOROUGH**

Subject to the terms and conditions that are specified herein, the Congregational Church of Westborough (hereinafter the "Church" or "Licensor") hereby grants to the Town of Westborough (hereinafter the "Town" or "Licensee") a license to enter the property at 57 West Main Street, Westborough, Massachusetts, (hereinafter the "Premises") for the purpose of public parking.

**WITNESSED:**

WHEREAS, the Church is the owner of the land and buildings located at 57 West Main Street, Westborough, MA; and

WHEREAS, the Town operates a public library at 55 West Main Street, Westborough, MA; and desires to use the Premises in order to allow for parking for the library patrons and employees; and

WHEREAS, the Church wishes to support the public library by allowing the public use of its parking lot;

NOW THEREFORE, for and in consideration of the covenants set forth below and other consideration, the receipt and sufficiency of which are hereby acknowledged, the Church grants to the Town a license to enter and to occupy the Premises, in common with others entitled thereto, upon the terms and conditions that are set forth herein;

**1. TERM, PURPOSE, USE AND LIMITATIONS**

The term of this agreement and license shall commence on the date that this documents is executed, and the agreement and license shall continue to be in force unless terminated under the conditions that are set forth in Section 3 of this document or otherwise as follows:

(1) This agreement and license terminates automatically if Church's ownership or interest in the Premises is terminated or conveyed to another;

(2) This agreement terminates automatically ten (10) years from the date it is executed by both parties;

The rights of the Licensee hereunder shall not constitute an easement, lease, tenancy at will, or other property right but shall be strictly limited for the purpose of granting the Licensees a license to enter the Premises and use said land for the purpose of public parking. Any other use or access to the Premises is prohibited unless there has been prior written request made to and prior written permission obtained from the Church.

In addition, the Licensee covenants and agrees that it shall not use the Premises in any manner that will constitute waste, and that it shall not cause or permit any unlawful conduct, unreasonable annoyance or nuisance to exist or arise in the course of, or as a result of, its use or access to the Premises.

**2. OTHER TERMS OF USE**

***Church use:*** The Church reserves the right to suspend public parking on the Premises during Church services, funerals and other similar events and activities which may require the use of the entire parking area or a substantial portion of it. In those instances, other than during times of scheduled Church services, which shall not require postings, the Church shall clearly post signage indicating which parking spots are reserved for Church purposes or which are

available for public parking; and shall notify the Westborough Public Library as soon as practical so that library patrons may be notified in advance of the suspension of public parking.

***Snow and Ice:*** Licensee shall be responsible for removing snow and ice as necessary to allow for pedestrian traffic between the library's emergency exit and the Premises. Additionally, the Town shall maintain the Premises during the winter months by removing snow, sanding and salting, on an "as needed" basis, including plowing, sanding and salting during all times that snow is plowed from, and sand and/or salt is spread on, other Town properties. The Town shall not be required to alter plowing and sanding routes and times for scheduled church activities.

***Insurance:*** Licensee shall maintain liability insurance with the Church named as an additional insured, to insure against loss directly related to the Town's exercise of rights under this Agreement in the same limits and with the same terms as on other Town facilities, and shall furnish the Church with a copy of the certificate of such insurance.

***License Fee:*** Licensee shall pay to the Church the sum of \$1 per annum, to be paid on December 1 of each year.

### **3. TERMINATION**

This agreement and license to enter property shall automatically terminate on June 30, 2026. Either party may terminate this agreement and license prior to that time upon thirty (30) days written notice to the other party.

### **4. NOTIFICATION**

Wherever this Agreement requires one party to notify the other, notice shall be given in writing as follows:

To the Town:           Town Manager  
                              Town Hall, 34 West Main Street  
                              Westborough, MA 01581  
                              (phone): (508) 366.3030

(email): [jmalloy@town.westborough.ma.us](mailto:jmalloy@town.westborough.ma.us)

To the Library: Director  
Westborough Public Library  
55 West Main Street  
Westborough, MA 01581  
(phone): (508) 366.3050  
(email): [mambrosino@town.westborough.ma.us](mailto:mambrosino@town.westborough.ma.us)

To the Church: Board of Trustees  
The Congregational Church of Westborough  
57 West Main Street  
Westborough, MA 01581  
(phone): (508) 366.2000  
(email): [westboroucc@verizon.net](mailto:westboroucc@verizon.net)

**5. MISCELLANEOUS**


This agreement and license shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts. If any provisions of this agreement and license shall to any extent be held invalid or unenforceable, the remainder of this agreement and license shall not be deemed affected thereby unless the rights of any party are substantially impaired in which event any such party shall have the right to terminate.

IN WITNESS WHEREOF, the parties have hereto set their duly authorized hands and seals on the date subscribed.

TOWN OF WESTBOROUGH

THE CONGREGATIONAL CHURCH OF WESTBOROUGH

  
By: James J. Malloy, Town Manager




  
By: Rich Lord, Moderator

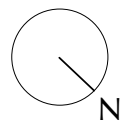
Date: 5/11/15

Date: 5/11/15



WITHIN 350' OF LIBRARY ENTRANCES:

-  132 Public Parking Spaces
-  14 Reserved Parking Spaces
-  6 Accessible Spaces



Scale: 1" = 100'-0"