

**175 Salmon Brook Street Use Agreement Between  
the Town of Granby and  
Friends of Granby Wildflower Meadow Inc.**

**THIS USE AGREEMENT** (this “Agreement”), is made and entered as of \_\_\_\_\_, 2023 by and between the TOWN OF GRANBY, a municipal corporation having its principal address at 15 North Granby Rd., Granby, CT 06035 (the “Town”), and Friends of Granby Wildflower Meadow Inc., a Connecticut not-for-profit corporation with an address at PO Box 571, Granby, CT 06035 (the “Friends”), together with the Town collectively referred to herein as the “Parties.”

**WITNESSETH:**

That for and in consideration of the agreements hereinafter reserved and contained, the Town and Friends hereby agree as follows:

**1. Premises.**

The Friends hereby have non-exclusive use of the four and one-half (4.5) acre field located on the property, 175 Salmon Brook Street, depicted on Attachment A hereto and made a part hereof (the “Premises”) for the purposes set forth herein.

**2. Title and Use.**

The Town covenants with the Friends that the Friends shall be entitled to use and enjoy the Premises for the duration of this agreement, and any extensions thereof, and any other use of the Premises shall consider the use by the Friends. The Town also represents that the Permitted Use (as defined below) is currently permitted under all zoning rules and regulations of the Town of Granby and notwithstanding the foregoing, the Friends acknowledge and understand that such current zoning rules and regulations may change and any such changes may affect or disallow future Permitted Use as defined below.

**3. Use and Occupancy of Premises.**

The Friends may use and occupy the Premises: (i) to engage in planting, mowing, and managing the field for the creation and maintenance of a pollinator pathway/wildflower meadow; and (ii) such other activities as may be in furtherance of the foregoing uses and/or subsequent uses, provided such other activities and subsequent uses are approved by the Town prior to their commencement (collectively, the “Permitted Use of Premises”).

**4. Friends’ Obligations and Agreements**

- a. The Friends agrees that it will not erect any non-removable improvements on the Premises or make any Improvements without advising the Town in advance and receiving written approval of the Town and any applicable permits or approvals at their sole cost and expense.
- b. The Friends shall be responsible for all aspects of managing and maintaining the Premises. The Town may inspect the premises at any time during the term of this Agreement with reasonable notice and at any time in the event of an emergency.
- c. The Friends will provide to the Town, prior to January 1 of each year, an annual written report documenting its operations and use of the Premises. Such report shall include: 1) documentation detailing Friends’ operations and uses of the Premises for the previous year; 2) documentation

demonstrating Friends' compliance with its obligations under the Agreement; and 3) such other information as the Town may request or the Friends wishes to provide.

## **5. Compliance with Law.**

The Friends shall, during the term hereof, comply with and shall cause the Premises to comply with all local, state and federal laws, regulations, ordinances and restrictions. The Friends shall operate as a tax-exempt entity and shall provide the Town with the applicable IRS 501(c)(3) designation letter issued by the United States Internal Revenue Service. Should the Friends cease to be a tax exempt entity during the term of this Agreement, Town has the option, at its sole discretion, to terminate this Agreement without further obligation.

## **6. Amendment and Termination.**

a. The term of this Agreement shall be 5 years ("Term"). Upon expiration of the Term, this agreement may be renewed, at the Friends' request, subject to mutually agreeable renewal terms. The Friends shall provide the Town written notice of its request to renew at least six months prior to expiration of the Term. The Town reserves the right to refuse an extension in its sole discretion.

b. During the term of this Agreement, amendments may be made, in writing, subject to mutual agreement of the parties.

c. The parties may, by mutual agreement, terminate this Use Agreement. Should such termination be agreed to, the Friends shall, within ninety (90) days and if so requested by the Town, remove or cause the removal of any non-vegetation improvements placed by it on the Premises, which the Town has requested be removed (collectively, "Friends' Property") and restore the Premises to its original condition.

d. This Agreement shall also terminate upon notice from the Town to the Friends of the Friends' failure to abide by the obligations set forth herein and the failure to correct such default within a time specified by the Town.

e. In the event zoning regulations or changes affect permitted use, or if the Town requires use and/or occupancy of this space for any future compelling governmental interest, Town in its sole discretion, has the option to terminate this Agreement without further obligation and reasonable notice.

## **7. Insurance and Indemnification.**

a. The Town and Friends each agree that at its own cost and expense, each will maintain general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$1,000,000 for damage or destruction to property in any one occurrence and statutory workers' compensation coverage if applicable. The Town and Friends each agree that it will include the other Party as an additional insured.

b. Subject to subsection d. below, and to the fullest extent permitted by law, each Party shall indemnify and hold the other, together with their respective agents, officers and employees, harmless from and against any claim of liability or loss from personal injury or property damage, expense and judgment resulting from or arising out of the negligence, in whole or in part, or willful misconduct of the indemnifying Party, its employees, contractors or agents. This provision will survive termination of this Agreement.

c. In no event will either Party be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of rights or services, incidental,

punitive, indirect, special or consequential damages, interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

d. Each Party shall provide to the other proof of such insurance in a form conforming with the terms of this Agreement— a certificate of insurance with additional insured status per contract - no later than commencement of the Agreement and each subsequent year, or whenever a Party’s insurance coverage changes, including a change of carrier or agent. Proof of insurance shall be sent to each Party at their address first set forth above.

**8. Notice and Demand.**

All notices or demands required or permitted hereunder or under any statute shall be in writing and hand delivered or sent, postage prepaid, by either overnight courier or first-class mail to:  
Friends:

Friends of Granby Wildflower Meadow, Inc.  
PO Box 571  
Granby, CT 06035  
Attention: Secretary

Town:

Town of Granby  
15 North Granby Road  
Granby, CT 06035  
Attention: Town Manager

**9. Miscellaneous.**

The paragraph headings contained in this Agreement are for reference purposes only and shall not control or affect its scope or interpretation in any respect. This Agreement and its interpretation shall be governed by the laws of the State of Connecticut. The rights and obligations of the Parties hereto shall inure to the benefit of, and be binding upon, their respective heirs, successors and assigns.

**10. Relationship of Parties**

There is no employment or agency relationship, express or implied, between the parties to this Agreement. ‘Friends of Granby’ is an independent contractor for purposes of this Agreement.

**11. Venue**

This agreement will be governed by the laws of the State of Connecticut.

Friends of Granby  
Wildflower Meadow, Inc.

Town of Granby

By \_\_\_\_\_  
Name  
Title  
Duly Authorized

By \_\_\_\_\_  
Name  
Title  
Duly Authorized

**Attachment A**

