

MEMORANDUM OF AGREEMENT

David H. Doherty, an individual residing at 390 Old Harbor Road, Chatham, MA (“Donor”), hereby agrees to donate, transfer and convey to the **Town of Chatham**, a municipal corporation with a principal place of business at 549 Main Street, Chatham, MA (“Town”) and the Town, subject to the terms, contingencies and conditions set forth herein, agrees to accept the donation of title to the historic former U.S.C.G. Station Chatham Boathouse structure (the “Boathouse”) for the purpose of returning the Boathouse to the Town of Chatham.

Recitals:

- Donor: David H. Doherty, 390 Old Harbor Road, Chatham, MA
02633
- Donee: The Town of Chatham, a municipal corporation with a
principal place of business at 549 Main St., Chatham, MA
02633
- Donated Property: Former U.S.C.G. Station Chatham Boathouse structure.
- Condition of the Boathouse: The Town shall accept the Boathouse in "as is" condition as
of the date of delivery/relocation in Chatham.
- Donation Contingencies: The donation, transfer and acceptance of title to the
Boathouse shall be contingent upon the terms and conditions
set forth below.

Whereas, the Donor obtained title to the former U.S.C.G. Station Chatham Boathouse, made arrangements for its temporary storage at a shipyard in Quincy, MA, and tendered an offer to donate said Boathouse to the Town for public use, preferably in relation to the Town’s redevelopment of the Town-owned property at 90 Bridge Street, Chatham;

Whereas, at its meeting on February 9, 2021, the Select Board endorsed the concept of accepting the proposed donation, subject to and contingent upon confirmation of the prospective use of the Boathouse by the Town and securing funding to transport and relocate the Boathouse to Chatham;

Whereas, the Donor is presently engaged in efforts, in conjunction with Stage Harbor Boathouse Preservation, Inc. and other organizations, to raise funds to structurally secure, transport and relocate the Boathouse to Chatham. Said efforts include a pending application to the Chatham Community Preservation Committee for a grant of CPA Funds for these purposes; and

Whereas, the Donor and the Town agree to collaborate with one another to secure funding and determine an appropriate location for the Boathouse in Chatham;

Now Therefore, the Donor and the Town hereby agree as follows.

MAR 22 2021

Terms, Conditions and Contingencies:

The within Memorandum of Agreement is effective as of the date of execution hereof and is made subject to and contingent upon the following terms and conditions:

- 1) The Parties hereto agree that title to and responsibility for any and all costs, expenses, liabilities, duties and obligations, of whatever nature, relating to or arising from the Boathouse shall remain solely with the Donor until such time as the Boathouse is delivered to and placed upon Town-owned land in Chatham.
- 2) The Donor shall undertake, at its sole cost and expense, all actions necessary and prudent to maintain, repair, structurally secure, transport and relocate the Boathouse to a yet undetermined parcel of Town-owned land in Chatham. Said undertakings shall include removal/alteration of the current Boathouse floor to accommodate the Boathouse's prospective use by the Town. The scope of maintenance and repair work necessary to preserve, improve, and secure the Boathouse until title thereto is transferred to the Town, with estimated costs, is appended hereto as Attachment A.
- 3) The Town shall continue its ongoing analysis of the cost and design ramifications of incorporating the Boathouse into the 90 Bridge Street Project, in lieu of building a new structure on the property, to determine the fiscal and physical viability of such Project revision. Upon completion of said analysis, the Select Board shall make the final determination on whether the Boathouse shall be incorporated within the 90 Bridge Street Project or whether, alternatively, the Boathouse should be relocated to another parcel of Town-owned land.
- 4) In the event that the Select Board determines that relocation of the Boathouse to Town-owned property is viable and otherwise in the Town's interest, and the Donor secures the funding necessary for such relocation, upon Donor's delivery of the Boathouse to its designated location in Chatham, the Town shall accept title to the same in its then "as is" condition and shall, thereupon, assume sole responsibility for any and all costs, expenses, liabilities, duties and obligations, of whatever nature, relating to or arising from the Boathouse.
- 5) The Town shall have the right, from time to time and upon reasonable notice to the Donor, at the Town's sole cost, expense, risk, and in such manner as it may reasonably determine, without material damage being imposed upon the Boathouse, to enter the Boathouse to make inspection, engineering, and development findings with respect thereto, including structural analyses, studies, and inspections of the Boathouse. In consideration of the foregoing, the Town agrees to indemnify and save the Donor harmless from and against all loss, claim, liability, or damage arising out of or with respect to any and all such entries and activities by Town and/or its agents, employees and contractors.
- 6) Upon any such inspection or analysis of the Boathouse and prior to the transport/relocation of the Boathouse to Chatham, the Town may, for just cause, decline acceptance of title to the Boathouse upon written notice to the Donor. In the event of such a declination, this Memorandum of Agreement shall be voided without recourse to the Parties hereto.

7) Upon delivery of the Boathouse to the designated Town-owned land in Chatham, the Donor shall provide the Town with good, clear, insurable and marketable title to the Boathouse, free and clear of any liens (including mechanics liens) or encumbrances.

8) The respective obligations of the Parties hereunder are expressly subject to and contingent upon a) the Donor securing the necessary funding on or before January 1, 2023 to effect delivery of the Boathouse to Chatham, and b) the transport and delivery of the Boathouse to the designated Town-owned land in Chatham on or before July 1, 2023. In the event that either of these milestones is not met, this Memorandum of Agreement shall be voided without recourse to the Parties, unless said milestones are, for good cause, extended by written agreement of the Parties.

WITNESS our hands, duly authorized.

DONOR: **David H. Doherty**

David H. Doherty

DONEE: **Town of Chatham**

By: Jill R. Goldsmith

Jill R. Goldsmith, Town Manager

Date: MARCH 17, 2021

Date: MARCH 22, 2021