

## LICENSE AGREEMENT

**THIS LICENSE AGREEMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, **2014**, by and between THE TOWN OF CHILMARK, a Massachusetts municipal corporation, acting by and through its Board of Selectmen, having its principal place of business at 401 Middle Road, Chilmark, MA 02535 (hereinafter referred to as "Licensor") and NSTAR ELECTRIC COMPANY, a Massachusetts corporation having a principal place of business at 800 Boylston Street, Boston, Suffolk County, Massachusetts (hereinafter referred to as "Licensee").

WHEREAS, Licensor is the record owner of land situated on **Tabor House Road**, Chilmark, Dukes County, Massachusetts, by virtue of documents recorded in Book 225, Page 259 and **filed in** the Dukes County Registry of Deeds, shown as Parcel **13** on Town Assessors' Map **28** (the "Premises").

NOW THEREFORE, Licensor hereby grants permission to Licensee, its successors and assigns, the right to locate, relocate, erect, construct, reconstruct, install, operate, maintain, patrol, inspect, repair, replace, alter, change the location of, extend or remove poles, transformers, and primary wire, together with service conductors and other necessary equipment and apparatus ("equipment"), along, upon, under, across and over that portion of the Premises, showing the pole and equipment ("License Premises") on a plan entitled "NSTAR Electric, Plan of Chilmark Taborhouse Road, Chilmark, MA, Showing Proposed poles, Date: **May 20, 2014** attached hereto (the "Plan").

It is agreed that such equipment and each and every part thereof, whether fixed to the realty or not, shall be and remain the property of the Licensee, its successors and assigns, as their interests may appear. The Licensee agrees to restore the Premises disturbed by the construction permitted under this License to its original condition, as nearly as possible, following the completion of the construction activity.

The consideration for this License shall be a fee of \$1.00, the payment of all costs and expenses associated with the exercise of the rights granted hereunder, together with the observation and performance by the Licensee of all the obligations and covenants set forth herein to the reasonable satisfaction of the Licensor.

The Licensee shall maintain public liability insurance, including coverage for bodily injury, wrongful death and property damage, in an amount acceptable to the Licensor and in an amount sufficient to support the obligations of the Licensee under the terms of this License to indemnify, defend and hold harmless the Licensor. Licensee may self-insure all or part of this requirement. Licensee shall provide the Licensor with a certificate of insurance or letter of self insurance evidencing the existence of the insurance required to be carried pursuant to this provision prior to exercising its rights hereunder.

Licensee and its successors and assigns shall indemnify, defend and hold harmless the Licensor from and against any and all claims, demands, suits, actions, costs, judgments, whatsoever, including reasonable attorney's fees, which may be imposed upon, incurred by, asserted against the Licensor by reason of (a) any failure on the part of Licensee, its successors and assigns to perform or comply with any provision or term required to be performed or complied with by Licensee, its successors and assigns under this License, or (b) for the death, injury or property damage suffered by any person on account of or based upon the act, omission, fault, negligence or misconduct by Licenses and its successors and assigns while performing or complying with the terms and provision of this License.

During the exercise of the rights hereby granted, the Licensee shall at all times conduct itself so as not to unreasonably interfere with the operations of the Licensor, and observe and obey applicable federal, state and local laws, statutes, ordinances, regulations and permitting or licensing requirements. All improvements constructed on the License Premises shall be in accordance with the Plan.

This License shall be revocable by either party upon written notice of at least one hundred eighty (180) days prior to the termination date stated within said notice.

The Licensor reserves the right and the Licensee shall permit the Licensor to enter upon and use the License Premises at any time and for all purposes at the Town's sole discretion, provided that the Licensor does not materially interfere with Licensee's use of the License premises and Licensee's use shall not interfere with the Licensor's use of the Premises.

Licensor will not erect or permit any structures or obstructions which in the reasonable judgment of the Licensee might interfere with the safe operation and maintenance of the Equipment. Licensee may, upon Licensor's review and approval, cut down and keep trimmed all trees, bushes, underbrush and growth as the Licensee may from time to time deem reasonably necessary for the safe operation and maintenance of the Equipment."

Licensee shall have the right of ingress and egress to pass by foot or motor vehicle of any type over the License Premises insofar as the same is necessary for the purposes stated herein, provided that such passage shall not unreasonably interfere with the Town's use of the Premises. The location of said License Premises shall be 15 feet in width, centered on the Equipment as installed.

Modifications or amendments to this License shall be in writing and duly executed by both parties hereto to be effective.

For purposes of this License, the parties shall be deemed duly notified in accordance with the terms and provisions hereof, if written notices are mailed to the following addresses:

Licensor: Board of Selectmen  
Chilmark Town Hall  
401 Middle Road  
Chilmark, MA 02535

Licensees: NStar Electric Company  
800 Boylston Street  
Boston, MA 02110

Verizon New England, Inc.  
385 Myles Standish Blvd.  
Taunton, MA 02110

This License shall not be construed as creating or vesting in the Licensee any estate in the Premises, but only the limited right of possession as hereinabove stated.

Any and all exhibits and attachments referenced herein or attached hereto, are duly incorporated within this License.

This License Agreement shall be in effect from the date of execution of this License and shall continue until such time as an Easement is approved by Town Meeting at the **Spring 2015** Town Meeting and executed by the Board of Selectmen in a form substantially similar as shown in Exhibit A attached hereto.

IN WITNESS WHEREOF, the parties have hereunto caused this License Agreement to be executed by their authorized officials, effective as of the date first written above.

LICENSOR:

Board of Selectmen

Town of Chilmark

\_\_\_\_\_  
Timothy Carroll., Executive Secretary

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Warren M. Doty

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Jonathan E. Mayhew

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