

## LICENSE AGREEMENT

**AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 2019 (this "Agreement"), by and between **NSTAR ELECTRIC COMPANY**, a Massachusetts corporation and public utility having a place of business at 247 Station Drive, Westwood, Massachusetts 02090 ("Licensor"), and **TIMBER CREST LLC**, a Delaware limited liability company having a principal address at 135 Main Street, Suite 5, Medway, Massachusetts 02053 ("Licensee");

### WITNESSETH:

**WHEREAS**, Henry L. and Henry L. Wickett, Jr. are the owners of the property located off Woodland Road, Medway, Massachusetts (the "Land"), by virtue of a deed (the "Deed") recorded at Norfolk Registry of Deeds (the "Registry") in Book 6607, Page 537, and

**WHEREAS**, Licensor has a perpetual easement twenty feet (250') feet wide for the construction and use of facilities for transmission and/or distribution of electrical energy ("Facilities"), together with other enumerated rights essential to the utilization of those Facilities, over, across, and upon a portion of the Land (hereinafter called the "Easement") by a deed dated July 8, 1941, recorded at the Registry in Book 2342, Page 539.

**WHEREAS**, the Land is generally shown on Exhibit A-1 attached hereto; and

**WHEREAS**, Licensee desires to utilize a portion of the Land (the "Licensed Area") to construct a subdivision roadway with utilities and gravel access road for wetland crossings, as more particularly depicted on the plans captioned Exhibit A and attached hereto (the "Activity"); and

**WHEREAS**, Licensor is willing to grant to Licensee a license with respect to the Activity, subject to the terms and conditions provided herein;

**NOW THEREFORE**, in consideration of mutual covenants herein and intending to incorporate the foregoing recitals by reference, it is hereby agreed between the parties hereto as follows:

1.0 Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee, its successors and assigns, a license to conduct the Activity.

2.0 By executing this Agreement, Licensor does not represent or warrant that the Licensed Area is appropriate, safe or suitable for the proposed use, or that such area may be used for the purposes specified herein under applicable zoning, environmental or other laws or regulations, nor does Licensor undertake to make any Licensed Area appropriate, safe or suitable for such use, or to obtain any permits, ordinances or approvals of any

governmental authority which may be required to permit such use. Licensee shall obtain any and all necessary governmental permits, licenses and approvals, at its sole cost and expense, prior to the commencement of any use of the Licensed Area.

3.0 There shall be no interference with Licensor's and its contractors' access to Licensor's facilities within the Land. It is understood that access to facilities includes travel along the Land at any time for inspection and maintenance, and for emergency dispatch and repairs, by all manner of vehicles and on foot, and includes low-flying aircraft, and that Licensor may perform, without prior notice, any act, including but not limited to closing the Licensed Area, or portions thereof, to Licensee for periods of time, consistent with its obligations as a public utility.

4.0 Forty-eight (48) hours prior to commencement of any work within the Easement, Licensee shall notify Licensor's Supervisor of T&D Rights and Survey Department, at 781-441-8277.

5.0 Licensee shall indemnify, defend and save harmless Licensor, its officers, employees, representatives, agents and contractors, for and from and against all third-party demands, claims, actions, damages, costs, expenses (including reasonable attorney's fees), fines, penalties, losses or liability whatsoever (including, without limitation, claims for injury to persons or damage to property) in any manner, directly or indirectly, resulting from or arising out of (a) the negligent acts or willful misconduct of Licensee, or its agents and contractors, and their respective employees pursuant hereto, or (b) the use of the Licensed Area by Licensee, its agents and contractors and their respective employees and invitees, including any failure of Licensee or its agents and contractors and their respective employees to comply with any applicable laws or regulations, or (c) any breach by Licensee, its agents and contractors and their respective employees of any provision of this Agreement, except to the extent that any such claim or liability results solely from the negligence or willful misconduct of Licensor, or its agents and contractors, and their respective employees.

6.0 At the inception of this Agreement Licensee shall provide a Certificate of Insurance and in which NSTAR Electric Company and its affiliates are designated an additional insured, a copy of the Additional Insured endorsement, and which provide minimum liability coverage as follows:

6.1 Licensee shall procure and maintain at its expense, at all times during the term of this Agreement and for three (3) years following completion of the Agreement, general liability insurance of \$4,000,000 combined single limit and aggregate of \$4,000,000 against all claims and demands of any injury to person or property which may occur or be claimed to have occurred as the result of the use of the Right of Way and Easement by Licensee, its agents or employees. NSTAR ELECTRIC COMPANY shall be named an additional insured. Coverage shall include ongoing and completed operations Limits may be provided by a combination of primary and excess liability policies;

6.2 Licensee shall also procure and maintain at its expense, at all times, business automobile liability insurance with a per accident limit of \$2,000,000.00 with an aggregate limit of \$2,000,000.00. These limits may be provided by a combination of primary and excess liability policies.

6.3 Contractor shall also procure and maintain at its expense, at all times during the term of this Assent Agreement, workers compensation in an amount not less than statutory in Massachusetts, including coverage for any applicable Federal laws and regulations, and Employers Liability in the amounts of \$1,000,000/\$1,000,000/\$1,000,000.

6.4 Each policy shall be primary to NSTAR Electric Company's self-insurance and insurance program and NSTAR Electric's program shall be non-contributory. All such insurance shall not limit the liability of Licensee. Each policy shall specify that it shall not be cancelable except upon thirty (30) days prior written notice to NSTAR ELECTRIC. Licensee shall ensure that its contractors and subcontractors procure and maintain all insurance as specified in this section. Should Licensee fail to ensure contractors and subcontractors insurance coverage, Licensee shall cover all claims arising therefrom. Licensor shall have the right to increase the amounts required herein upon notification to Licensee in writing. Licensee shall submit Certificates of Insurance evidencing compliance with the above on an annual basis to NSTAR Electric Company, One NSTAR Way, T&D Rights and Survey Supervisor, SE 210, Westwood, MA 02090.

7.0 Licensee and its employees, agents and contractors shall comply at all times and under all circumstances with all Massachusetts General Laws (M.G.L. c. 166, s. 21A et seq.), OSHA and any other applicable requirements regarding work or activity in the proximity of energized electric lines. Licensee agrees that it is hereby made a condition of this License, that the use of the Licensed Areas by Licensee shall not result in the release of any oil or hazardous materials, as those terms are defined in the Massachusetts Contingency Plan, 310 CMR 40.000 et seq. In the event of any breach of the foregoing conditions by Licensee, Licensor shall, in addition to all other remedies, have the benefit of the indemnity provision set forth in Section 5.0 and the right to seek injunctive relief.

8.0 This instrument shall be binding on the parties and their respective successors and assigns, and successors in title. This instrument can be modified only by an instrument in writing signed by both parties.

9.0 It shall be specifically understood that, in the event there is a violation of the conditions set forth herein, or if an activity of Licensee is deemed to be unsafe or unauthorized, in the sole opinion of Licensor, Licensor shall have the right, without notice to Licensee, its successors and assigns, to take any and all action, at Licensee's expense, as is deemed necessary to make safe or restore the Licensed Area to an acceptable state.

- 10.0 Notices under this Agreement shall be in writing and sufficient if sent by (a) facsimile, with electronic confirmation of receipt (provided that an additional copy of the notice shall be sent via first class mail, postage prepaid), or (b) by hand delivery or overnight courier delivery, in either case with written confirmation of delivery, to the following addresses:

If to Licensor:

NSTAR Electric Company  
247 Station Drive  
Westwood, Massachusetts 02090  
Attn: T & D Rights and Survey Department Supervisor  
Fax: (781) 441-8180

If to Licensee:

Timber Crest, LLC  
135 Main Street, Suite 5  
Medway, MA 02053  
Phone: (617) 682-5649  
Attn: Mounir Tayara

Such notices shall be deemed delivered when received or when delivery is refused.

11. This Agreement may be executed in counterparts, each of which will be deemed an original instrument, but all of which together shall constitute one and the same instrument.



**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed as a sealed instrument by their respective duly authorized representatives as of the date and year first above written.

**LICENSOR:**

**NSTAR ELECTRIC COMPANY d/b/a  
Eversource Energy**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Shirley L. Chausser*  
*Marcia M. Feueranger*  
*Supervisor T & S Right and Survey*

**LICENSEE:**

**TIMBER CREST, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*M. Tayan*  
*MOUNIR TAYAN*  
*MANAGER*





