

LICENSE AGREEMENT

This License Agreement (this "License") is entered this 4th day of November, 2022, by and between the **Town of Boxford** (the "Town"), having an address of 7A Spofford Road, Boxford, Massachusetts 01921, and **Scott D. Matheson and Victoria C. Matheson, Trustees of the Victoria C. Matheson 2004 Family Trust** ("Licensor"), having an address of 791 Main Street, Boxford, Massachusetts 01921.

Whereas, Licensor is the owner of property identified as 791 Main Street, Boxford, Massachusetts (the "Property"); and

Whereas, the Town has requested Licensor to grant the Town a license for the purpose of access to and the right to operate, maintain, repair and replace a fire hydrant located on or near Lily Pond Road; and

Whereas, Licensor is willing to grant the Town the foregoing rights in the Property for said purposes.

Now, therefore, the parties wish to enter into this License to set forth the terms of the Town's use of the Property.

1. **Use, Purpose, Term.** Licensor hereby grants the Town, including its agents, employees, contractors and representatives, a non-exclusive license to enter upon and use the Property for the purpose of access to and the right to operate, maintain, repair and replace a fire hydrant located on or near Lily Pond Road. Town shall have the right to bring on the Property such equipment as is reasonably necessary for the foregoing purposes. The right and use described herein may be exercised until such time as an easement is granted from Licensor to the Town for these purposes, unless sooner terminated in accordance with the provisions of Section 4 below.

2. **Conduct.** During the exercise of the rights hereby granted, the Town will act so as not to unreasonably interfere with Licensor's access to and use of the Property. Further, the Town shall observe and obey all applicable laws, statutes, ordinances, bylaws, regulations and permitting or licensing requirements.

3. **Condition of Property.** The Town acknowledges and agrees that it accepts the Property in its "as is" condition for the purpose of this License, and that Licensor has made no representation or warranty regarding the fitness of the Property. Licensor shall not be liable to the Town for any injury or harm to persons or property except if such injury or harm is caused by the gross negligence or willful misconduct of Licensor and/or its employees, agents or representatives. The provisions of this Section shall survive the expiration or termination of this License.

4. **Termination and Revocation.** This License may be revoked by Licensor upon written notice of revocation given to the Town at least one hundred twenty (120) days prior to the termination date stated in said notice. In the event that this License

expires or is terminated by revocation pursuant to this Section, the Town, at its own expense, shall remove all its personal property from the Property. This obligation shall survive the expiration or termination of this License.

5. **Insurance.** The parties acknowledge that the Town carries insurance in an amount sufficient to support the obligations of the Town under the terms of this Agreement.

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

7. **Notices.** 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 addresses noted above. These addresses are subject to change, and the parties hereto agree to inform each other of such change as soon as practicable.

8. **No Estate or Obligation Created.** This License shall not be construed as creating or vesting in the Town any estate in the Property, but only the limited right of use as hereinabove stated.

9. **Governing Law.** This License shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

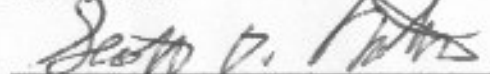
[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed on the date first indicated above.

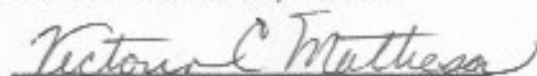
LICENSOR:

Victoria C. Matheson 2004

Family Trust



Scott D. Matheson, Trustee



Victoria C. Matheson, Trustee

TOWN OF BOXFORD,

By Its Board of Selectmen

Barbara G. Jessel, Chair

Charles J. Costello, Clerk

Peter C. Perkins, Member

Judith A. Stickney, Member

Margaret Chow-Menzer, Member