

LICENSE AGREEMENT

This License Agreement (this "License") is executed as of December ____, 2013 by and between the TRUSTEES OF THE ACTON BOY SCOUT TRUST FUND (hereinafter referred to as "Licensor"), and the TOWN OF ACTON, acting by, through and under its Conservation Commission, with an address of 472 Main Street, Acton, Massachusetts 01720 (hereinafter referred to as the "Licensee").

RECITALS:

WHEREAS, Licensor is the owner, by virtue of a deed recorded in the Middlesex South District Registry of Deeds at Book 9369, Page 214, of certain land identified on the Town of Acton Assessor's Map C-5 as Parcel 97 (the "Property");

WHEREAS, the Town of Acton, acting by and through its Conservation Commission, owns that certain property adjacent to the Property shown on the Town of Acton Assessor's Map D6 as Parcel 2 and on Map C5 as Parcel 115 (collectively, the "Town Property"); and

WHEREAS, Licensee desires to use a portion of the Property shown as "parcel C5-97" on the plan attached hereto as Exhibit A (the "License Area") for passive recreation and access the Town Property; and

WHEREAS, Licensor wishes to accommodate Licensee and permit the use of the License Area by Licensee in accordance with the terms and conditions of this License.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Licensor hereby grants a license to Licensee to use the License Area for public pedestrian passive recreation and access purposes, including without limitation constructing, installing, altering, maintaining, improving, replacing, removing and using a trail within the License Area (at Licensee's expense) for the purposes stated herein.
2. This License shall commence upon the execution hereof and shall continue for a term of one (1) year (the "Initial Term"). After the expiration of the Initial Term, the term shall automatically renew for successive periods of one (1) year each for up to five (5) renewal periods, provided, however, that either party may terminate this License upon written notice to the other party at least sixty (60) days prior to the expiration of the Initial Term or any renewal term.
3. Licensee agrees, beginning on the commencement date hereof, to pay Licensor an annual license fee equal to One Dollar (\$1.00) per year.
4. Licensee, at Licensee's election, may maintain the License Area, and Licensee acknowledges that Licensor shall have no obligation to maintain the License Area pursuant to the terms of this License.

5. Licensors shall not make any physical or legal changes to the Property that would prevent pedestrian access through the License Area without the prior written consent of Licensee.
6. Subject to the terms and conditions of this License, Licensee shall have the right hereunder to permit members of the public to use the License Area for the purposes set forth herein and may publicize access to the License Area via maps, trail guides and websites.
7. Notwithstanding any other provision of this License, the parties intend that this License constitutes a terminable license and no interest in real property is created hereby.
8. Notices, statements and other communications to be given under the terms of this License shall be in writing and delivered by hand or sent by first class mail and addressed as follows:

If to Licensor: Trustees of the Acton Boy Scout Trust Fund

**If to Licensee: Town of Acton Conservation Commission
472 Main Street
Acton, Massachusetts 01720
Attention:**

9. This License constitutes the full and final expression of the agreement between the parties and contains all terms of their agreement. This License supersedes all prior understandings between the parties in connection with the subject matter hereof, whether oral or written. This License shall be interpreted, construed, applied and enforced in accordance with the laws of The Commonwealth of Massachusetts. If any provision of this License shall be held or deemed to be, or shall in fact be, invalid, inoperative or unenforceable because of the conflict of such provision with any constitution or statute or rule or public policy or for any other reason, such circumstance shall not have the effect of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable, but this License shall be reformed and construed as if such invalid, inoperative or unenforceable provision had never been contained herein and such provision reformed so that it would be valid, operative and enforceable to the maximum extent permitted. This License may only be amended by a written instrument, clearly designated to be an amendment, signed by all parties. This License may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one agreement.

[Signatures to appear on following page.]

IN WITNESS WHEREOF, the parties have executed this License Agreement as a sealed instrument by and through their respective duly authorized representatives as of the day and year first above written.

LICENSOR:

TRUSTEES OF THE ACTON BOY SCOUT
TRUST FUND

By: _____

Name:

Title

LICENSEE:

TOWN OF ACTON, acting by and through its
Conservation Commission

By: _____

Name:

Title:

