

FIRST AMENDMENT TO LICENSE AGREEMENT

THIS FIRST AMENDMENT TO LICENSE AGREEMENT (this "First Amendment") is made as of March ___, 2014 by and between **Town of Acton Conservation Commission** ("Licensor") and **Acton Conservation Trust**, a Massachusetts non-profit land trust having an address of P.O. Box 658, Acton, Massachusetts 01720 ("Licensee").

BACKGROUND

WHEREAS, Licensor and Licensee entered into that certain License Agreement (the "License") dated as of February 11, 2014, whereby Licensor granted to Licensee certain rights to pass and repass over certain land owned by Licensor identified on the Town of Acton's Assessor's Map D-4 as Parcel 6 (the "Property") to access that certain adjacent landlocked property subject to a conservation restriction held by Licensee shown as "Lot 3B" on a plan entitled "Plan of Land in Acton, Mass. Owned by E. John & Jill Groener" dated May 18, 2007, recorded in the Registry as Plan 1136 of 2007 (the "Conservation Land"); and

WHEREAS, the parties have agreed to amend the License to provide for additional language in the event the License is terminated.

AGREEMENT

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

1. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the License.
2. The following sentence shall be added after the last sentence of Paragraph 2:

"In the event that either party terminates this License as provided herein, the parties hereby agree to use reasonable good faith efforts to come to a mutually agreeable resolution to allow Licensee to access the Conservation Land."

3. This First Amendment is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This First Amendment may be amended only by an agreement in writing, signed by the parties hereto. This First Amendment is binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.
4. Except as amended and/or modified by this First Amendment, the License is hereby ratified and confirmed and all other terms of the License shall remain in full force and effect, unaltered and unchanged by this First Amendment. In the event of any conflict

between the provisions of this First Amendment and the provisions of the License, the provisions of this First Amendment shall prevail. Whether or not specifically amended by this First Amendment, all of the terms and provisions of the License are hereby amended to the extent necessary to give effect to the purpose and intent of this First Amendment.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, Licensor and Licensee have caused this First Amendment to be duly executed, under seal, by persons hereunto duly authorized, as of the date first set forth above.

**LICENSOR:
TOWN OF ACTON CONSERVATION
COMMISSION**

Terry Maitland- Chair

William Froberg

Theresa Portante-Lyle

James Colman

Thomas B. Arnold

Andy Magee

Amy Green

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On _____, 2014, before me, the undersigned notary public, personally appeared _____,
proved to me through satisfactory evidence of identification, which was _____,
to be the persons whose names are signed on the preceding or attached document, and
acknowledged to me that they signed it voluntarily for its stated purpose as a Members of the
Town of Acton Conservation Commission.

Notary Public
My commission expires:

LICENSEE:

ACTON CONSERVATION TRUST

Susan Mitchell-Hardt, President
Hereunto duly authorized

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this ____ day of _____, 2014, before me, the undersigned notary public personally appeared Susan Mitchell-Hardt, President of the Acton Conservation Trust, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public
My commission expires: