Property Address: 221 Nagog Hill Road, Acton, Massachusetts

LICENSE AGREEMENT

This License Agreement (this "License") is executed as of _____ ___, 201__ 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").

RECITALS

WHEREAS, Licensor is the owner of that certain land identified on the Town of Acton's Assessor's Map D-4 as Parcel 6 (the "Property") by virtue of a deed dated January 24, 1980 and recorded with the Middlesex South District Registry of Deeds (the "Registry") in Book 13871, Page 233;

WHEREAS, Licensor is granting to Licensee a Conservation Restriction (the "Conservation Restriction") on a parcel of land owned by the Town of Acton by virtue of a deed recorded with the Registry in Book 50251, Page 161, located in the Town of Acton, Massachusetts, constituting approximately 12.506 acres, said parcel being shown as "Lot 3B" on a plan of land 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");

WHEREAS, Licensor wishes to grant to Licensee a license across the Property to pass and repass over, across and along the Property to access the Conservation Land.

NOW THEREFORE, in consideration of the sum of $1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, Licensor and Licensee agree as follows:

1. Licensor hereby grants to Licensee a license to pass and repass over, across and along the Property for the purpose of ingress and egress on foot and on horseback and other non-motorized devices (except for motorized wheelchairs or similar equipment reasonably necessary to enable handicapped individuals to access the Conservation Land) over the Property to the Conservation Land.

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 until the Licensor grants the easement or comparable access described in Article V of the Conservation Restriction, provided, however, that either party may terminate this License upon written notice to the other party at least thirty (30) days prior to the expiration of the Initial Term or any renewal term.

3. Licensor acknowledges and agrees that the Property may be used by Licensee and Licensee's representatives for access to the Conservation Land.

4. Licensor may, at Licensor's election, maintain the Property, and Licensee shall have no obligation for the repair and maintenance of the Property.

5. No buildings or structures of any kind shall be constructed on, over or across the Property and no cars shall be parked on the Property.

6. Any notice hereunder shall be in writing and shall be deemed to have been properly given when mailed, if mailed by registered or certified mail, return receipt requested, all charges prepaid, or when hand delivered or sent by a recognized overnight courier service, addressed as follows:

If to Licensor: Town of Acton Conservation Commission
472 Main Street
Acton, MA 01720
Attention:

If to Licensee: Acton Conservation Trust
P.O. Box 658
Acton, MA 01720
Attention:

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. Licensee shall indemnify and hold Licensor harmless from any and all losses, claims, damages and liabilities related to the use, repair or maintenance of the Property by Licensor and all agents, contractors, employees, permittees and invitees of the same.

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.

WITNESS our hands and seal this 15th day of January, 2014

LICENSOR:

TOWN OF ACTON CONSERVATION COMMISSION

Terry Maitland

Terry Maitland- Chair

William Froberg

William Froberg

Theresa Portante-Lyle

James Colman

Thomas B. Arnold

Andy Magee

Amy Green

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On Jan 15, 2014, before me, the undersigned notary public, personally appeared T. Maitland, W. Froberg, T. Lyle Portante, J. Colman, A. Green proved to me through satisfactory evidence of identification, which was known to me 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:

AN[illegible] STINE
[illegible] PUBLIC
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
February 25, 2016

{A0224726.1 }

LICENSEE:

ACTON CONSERVATION TRUST

_____

Susan Mitchell-Hardt, President
Hereunto duly authorized

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this ____ day of _____, 201_, 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: