

## **LICENSE AGREEMENT**

This LICENSE AGREEMENT (hereinafter "License") is executed this \_\_\_\_\_ day of February, 2024 by and between THE TOWN OF WEST TISBURY acting by and through its Select Board, a Massachusetts municipal corporation, having its principal place of business at 1059 State Road, West Tisbury, Massachusetts (hereinafter referred to as the "TOWN"), and NSTAR ELECTRIC COMPANY d/b/a Eversource Energy, a Massachusetts corporation having a principal place of business at 800 Boylston Street, Boston, Massachusetts 02110 ("LICENSEE").

The TOWN is owner of record of land situated at 401 Old County Road, West Tisbury Massachusetts, by virtue of Deeds recorded at the Dukes County Registry of Deeds in Book 302, page 503, hereinafter referred to as the "License Premises."

The premises are more particularly shown on a plan by Schofield Brothers, Inc dated September 18, 1972. Containing 28 acres of land, more or less.

This license is for electric service facilities located at 401 Old County Road, West Tisbury, MA, for a new electric vehicle charging station.

The TOWN hereby grants a right of entry and license to use the License Premises to LICENSEE, subject to the following terms and conditions:

### **I. USE, PURPOSE, TERM**

The TOWN hereby grants LICENSEE a license to locate, relocate, erect, construct, install, operate, maintain, patrol, inspect, repair, replace, alter, change the location of, extend or remove poles, wires, conduit, transformers, manholes and handholes, together with service conductors and other necessary equipment and apparatus ("equipment"), along, upon, under, across and over that certain parcels of land for the transmission and/or distribution of electricity for light, heat, power, the distribution of intelligence by electricity, or other purpose, together with any and all necessary and proper equipment and fixtures (collectively, the "Facilities") necessary for the purposes specified above, as the LICENSEE may from time to time determine, along, upon, under, across and over the License Premises, as illustrated in the attached "Exhibit A". The type of equipment needed is to be determined by the LICENSEE. All improvements constructed on the License Premises pursuant to this License shall be in accordance with the Plan, as agreed upon by the TOWN and the LICENSEE.

Entry and use are specifically, but not exclusively, granted to the LICENSEE, its contractors, agents, representatives, employees, invitees and permittees, solely for the above-stated purposes and for all purposes and uses incidental to the purposes stated herein, within, along, under and across the License Premises. All improvements installed on the License Premises by the LICENSEE shall be and remain the LICENSEE's property.

Such entry and use by the LICENSEE, its contractors, agents, representatives, employees, invitees, permittees, and licensees, shall be exercised from the date of the execution of this License

and shall continue until the TOWN and the LICENSEE have executed an Easement Agreement to allow for the continuation of the use authorized herein, unless sooner terminated in accordance with the provisions of Section VII below. Such entry and use shall be further limited by the provisions of Section VI. The LICENSEE expressly agrees to restore the Premises disturbed by the construction permitted under this License to its original condition, as nearly as possible, following completion of such construction activity. The LICENSEE further expressly agrees to restore the Premises to its original condition, as nearly as possible, upon the termination of the rights granted hereunder.

## **II. CONSIDERATION**

The consideration for this License shall be a fee of \$1.00, the payment of all costs and expenses associated with the exercise of the rights granted hereunder, together with the observation and performance by the LICENSEE of all the obligations and covenants set forth herein.

## **III. INSURANCE**

LICENSEE shall maintain, during the full term of this License and at its sole cost and expense, comprehensive public liability insurance, including coverage for bodily injury, wrongful death and property damage, in amounts acceptable to the TOWN and sufficient to satisfy the obligations of LICENSEE under the terms of this License to indemnify, defend and hold harmless the TOWN.

LICENSEE shall provide the TOWN with a certificate of insurance showing compliance with the foregoing provisions and indicating that the TOWN is an additional insured. Failure to obtain and keep in force the required insurance, as evidenced by a certificate of insurance, shall automatically terminate this License and any rights granted herein. LICENSEE is permitted to satisfy the foregoing obligations through a program of self-insurance and shall provide a description thereof to the TOWN.

## **IV. INDEMNIFICATION**

LICENSEE agrees, for itself and its successors and assigns, to indemnify, defend and hold harmless the Town, its agents, employees, successors or assigns, from and against any and all claims, demands, suits, actions, costs, and judgments whatsoever, including reasonable attorneys' fees, which may be imposed upon, incurred by, or asserted against the TOWN, its agents, employees, successors or assigns, by reason of, or in consequence of: 1) LICENSEE's work at the License Premises and exercise of rights under this License; 2) issuance or revocation of this License; 3) any failure on the part of LICENSEE to comply with any provision or term required to be performed or complied with by LICENSEE under this License. The obligations of this Section shall survive the expiration or termination of this License.

## **V. RISK OF LOSS**

LICENSEE acknowledges and agrees that it accepts the License Premises in “AS IS” condition for the purpose of this License, and that the TOWN has made no representation or warranty regarding the fitness of the License Premises. LICENSEE agrees that it shall use and occupy the License Premises at its own risk, and the TOWN shall not be liable to LICENSEE for any injury or death to persons entering the License Premises pursuant to the License, or loss or damage to vehicles, equipment or other personal property of any nature whatsoever of LICENSEE, or of anyone claiming by or through LICENSEE, that are brought upon the License Premises pursuant to the License. The provisions of this Section shall survive the expiration or termination of this License.

## **VI. CONDUCT**

During the exercise of the rights hereby granted, the LICENSEE shall at all times conduct itself so as not to unreasonably interfere with the operations of the TOWN, and observe and obey applicable federal, state and local laws, statutes, ordinances, regulations and permitting or licensing requirements.

## **VII. TERMINATION and REVOCATION**

This License may be revoked by the TOWN or terminated by LICENSEE, without liability or recourse to the other therefore, at any time and for any reason upon written notice given at least ninety (90) days prior to the termination date stated within said notice.

In the event that this License is terminated or revoked, LICENSEE shall, at its own expense, remove all its Facilities installed or constructed on the License Premises and restore the License Premises to its original condition as at the commencement of this License, as nearly as possible. This obligation shall survive the termination of this License.

## **VIII. RIGHTS OF THE TOWN TO ENTER**

The TOWN reserves the right and the LICENSEE shall permit the TOWN to enter upon and use the License Premises at any time and for all purposes at the TOWN’s sole discretion, provided that the TOWN does not unreasonably interfere with LICENSEE’s use of the License Premises.

**IX. MODIFICATIONS and AMENDMENTS**

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

**X. NOTICE**

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 following addresses:

Town:                   Select Board  
                          Town of West Tisbury  
                          Town Hall  
                          PO Box 278, 1<sup>st</sup> Floor  
                          West Tisbury, MA 02575

Licensee:               NSTAR Electric Company d/b/a Eversource Energy  
                          800 Boylston Street, 17<sup>th</sup> Floor  
                          Boston, MA 02110  
                          Attn: Legal Department

These addresses are subject to change, and the parties hereto agree to inform each other of such changes as soon as practicable.

**XI. NO ESTATE CREATED**

This License shall not be construed as creating or vesting in the LICENSEE any estate in the License Premises, but only the limited right of possession as hereinabove stated.

**XII. EXHIBITS and ATTACHMENTS**

Any and all exhibits and attachments referenced herein or attached hereto, are duly incorporated within this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed as a sealed instrument and signed in duplicate by their duly authorized representatives, on the date first indicated above.

**TOWN OF WEST TISBURY**

By Its Select Board

Date: \_\_\_\_\_

\_\_\_\_\_  
Skipper Manter, Chairman

\_\_\_\_\_  
Jessica Miller, Vice Chairman

\_\_\_\_\_  
Cynthia Mitchell, Board Member

**NSTAR ELECTRIC COMPANY (D/BA EVERSOURCE ENERGY)**

\_\_\_\_\_

Date \_\_\_\_\_

Feuersanger, Theresa M

Exhibit A