

LICENSE AGREEMENT

This LICENSE AGREEMENT (hereinafter "License") is executed this _____ day of _____, 2022 by and between City of Framingham, a municipal corporation, having an office at 150 Concord Street, Framingham, Massachusetts (hereinafter the "CITY"), and NSTAR GAS COMPANY, dba EVERSOURCE ENERGY, a Massachusetts corporation having a usual place of business at 247 Station Drive, Westwood, Massachusetts 02090, its successors and assigns, or any licensee from it (hereinafter the "LICENSEE").

RECITALS:

WHEREAS, The CITY is the owner of record of certain land situated at 19 Flagg Drive, Framingham, Middlesex County, Massachusetts, having a parking lot located at **1 Normandy Road Ext** in Framingham, Middlesex County, Massachusetts, known as MassBay Community College Student Parking, and identified as City of Framingham Assessors' **Map 112, Block 91, Lot 7530** (hereinafter the "Property"). The Property and ownership thereof are more particularly described in the Quitclaim Deed dated December 3, 1973 filed in the Middlesex South District Registry of Deeds (hereinafter the "Registry") in Book **12581**, Page **143** and being more fully shown and described as 'LOT "C" 2.4+/- ACRES 103,490 +/- S.F.' on the plan entitled "TOWN OF FRAMINGHAM PLAN SHOWING LAND OWNED BY: FRAMINGHAM HOUSING AUTHORITY OFF NORMANDY ROAD" dated August 29, 1973, Compiled By: Framingham Engineering Dept., Fred W. Sergeant, Town Engineer, Ronald R. Turchi – Registered Land Surveyor, recorded with the said Registry of Deeds as **Plan No. 73 of 1974**; and

WHEREAS, LICENSEE desires to access, excavate, drill, install, operate, maintain, and conduct certain activities for geothermal test boreholes (hereinafter the "Proposed Improvements"), all within the paved parking lot portion of the Property lying Northerly of and adjacent to Normandy Road (hereinafter the "License Premises"), as shown on the sketch plan entitled "NORMANDY RD ENLARGED BOREFIELD PLAN" (hereinafter the "License Premises Plan"), attached hereto as Exhibit A; and

WHEREAS, LICENSEE desires to install, own and operate certain test geothermal boreholes, including geothermal network equipment and associated appurtenances (hereinafter the "Geothermal Facilities"), all within the License Premises, as more fully shown and described on the plan entitled 'GEOHERMAL BOREHOLE DETAIL' attached hereto as Exhibit B. Exhibit A and Exhibit B may hereinafter be referred to collectively as the "PLANS"; and

WHEREAS, LICENSEE has requested from the CITY a license with respect to the Proposed Improvements within the License Premises, and the CITY is willing to grant to LICENSEE permission and such a license for the purpose of constructing, using, owning, operating and maintaining the Geothermal Facilities upon the Property, and hereby grants a right of entry and license to use the License Premises to the LICENSEE, subject to the following terms and conditions;

NOW THEREFORE, in consideration of the mutual covenants herein and intending to incorporate the foregoing recitals by reference, it is hereby agreed between the parties hereto as follows:

I. USE, PURPOSE, TERM

The CITY hereby grants LICENSEE a license to locate, construct, install, lay, drill, maintain, inspect, repair, or replace the Geothermal Facilities, and all necessary and proper equipment and fixtures necessary for the Proposed Improvements, as the LICENSEE may from time-to-time desire, along, upon, under, across and over the License Premises. Except as otherwise provided in Section VII below, any alteration, extension, or removal of the Geothermal Facilities shall require the CITY's prior written approval. The location of said at grade or underground Geothermal Facilities and all necessary appurtenances are to be located within the License Area. Any above ground appurtenance associated with the Geothermal Facilities installed by the LICENSEE shall be reviewed and approved in writing by the CITY. All Proposed Improvements and Geothermal Facilities constructed across or below the License Premises pursuant to this License shall be in accordance with the PLANS.

Entry and use are specifically, but not exclusively, granted to the LICENSEE and 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. Unless otherwise provided by a separate agreement, it is agreed that such Geothermal Facilities and each and every part thereof installed across and below the Property, whether fixed to the realty or not, shall be and remain the property of the LICENSEE, its successors and assigns, as their interests may appear, and the LICENSEE shall pay all taxes assessed thereon.

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 for a period of three years or 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 surface area of the Property disturbed by the Proposed Improvements permitted under this License to substantially the same condition as existed prior to the Proposed Improvements as soon as practicable after any such disturbance. The LICENSEE further expressly agrees to restore the Property to its original condition, as nearly as possible, upon the termination of the rights granted hereunder, unless otherwise agreed by LICENSEE and the CITY.

II CONSIDERATION

The consideration for this License shall be a fee of \$1.00, the payment by LICENSEE 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 to the reasonable satisfaction of the CITY.

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. The policy shall provide the following minimum coverage to protect the LICENSEE from claims with respect to the operations performed by LICENSEE and any employee, subcontractor, or supplier, or by anyone for whose acts they may be liable:

Bodily Injury &	\$1,000,000 each occurrence
Property Damage	\$2,000,000 general aggregate per project
Products & Completed Operations	\$2,000,000 annual aggregate
Personal & Advertising Injury	\$1,000,000 each occurrence
Medical Expenses	\$10,000

This policy shall include coverage relating to explosion, collapse, and underground property damage.

The LICENSEE shall purchase and maintain the following minimum coverage with respect to the operations of any owned, non-owned, and hired vehicles including trailers used in the performance of the work:

Bodily Injury & Property Damage \$1,000,000.00 combined single limit

LICENSEE shall provide the CITY with a certificate of insurance showing compliance with the foregoing provisions and indicating that the CITY is an additional insured. The CITY acknowledges that LICENSEE maintains a self – insurance program for a portion of such coverages.

IV. INDEMNIFICATION

LICENSEE agrees, for itself and its successors and assigns, to indemnify, defend and hold harmless the CITY, 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 CITY to the extent arising from: 1) LICENSEE's use of the License Premises and exercise of rights under this License; 2) LICENSEE’s negligence or willful misconduct; or 3) any failure on the part of LICENSEE to satisfy its obligations 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 CITY 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 CITY 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 or Property pursuant to the License. The provisions of this Section shall survive the expiration or termination of this License.

VI. COOPERATION/ NO INTERFERENCE/ COMPLIANCE WITH LAWS, ETC.

The CITY and LICENSEE agree to work cooperatively regarding the Proposed Improvements. 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 CITY, its tenants, or other invitees, and observe and obey applicable federal, state and local laws, regulations and ordinances.

VII. TERMINATION and REVOCATION

In the event that the LICENSEE is in default of a material obligation under this License Agreement, the CITY may terminate this License upon ninety (90) days prior written notice to the LICENSEE, unless LICENSEE cures that default within such 90 day period.

This License may also be revoked by the CITY or terminated by LICENSEE, without liability or recourse to the other therefore, at any time and for any reason upon written notice given at 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 Geothermal Facilities installed or constructed across the License Premises and, unless otherwise agreed by the CITY and the LICENSEE, restore the License Premises to its original or better condition as at the commencement of this License, as nearly as practicable. This obligation shall survive the termination of this License.

VIII. RIGHTS OF THE CITY TO ENTER

The CITY, its invitees and tenants, reserves the right and the LICENSEE shall permit the CITY to enter upon and use the License Premises at any time and for all purposes at the CITY's sole discretion, provided that the CITY does not materially interfere with LICENSEE's use of the License Premises as set forth herein.

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:

CITY: Charles J. Sisitsky, Mayor
City of Framingham

Address: 150 Concord Street
Framingham, MA 01702

LICENSEE: _____

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 or fee interest 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 License.

IN WITNESS WHEREOF, the parties have caused this License to be executed as an instrument under seal by their respective duly authorized representatives as of the date and year first above written.

CITY OF FRAMINGHAM, (CITY):

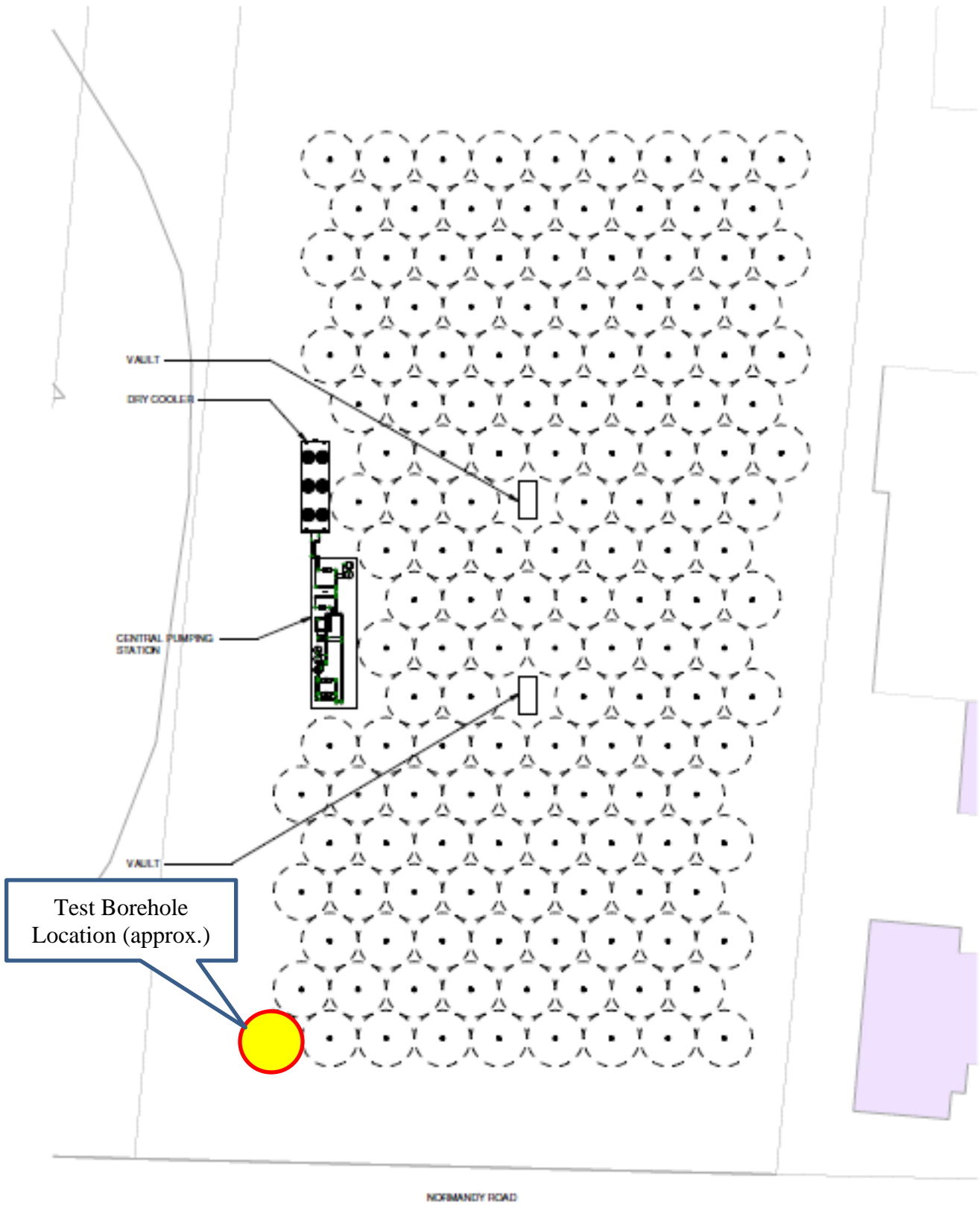
By: Charles J. Sisitsky, Mayor

NSTAR GAS COMPANY d/b/a EVERSOURCE ENERGY (LICENSEE):

By: _____
Name: Patricia Quinn
Title: Supervisor, T&D Rights and Survey

EXHIBIT A

"NORMANDY RD ENLARGED BOREFIELD PLAN" (2 Pages)



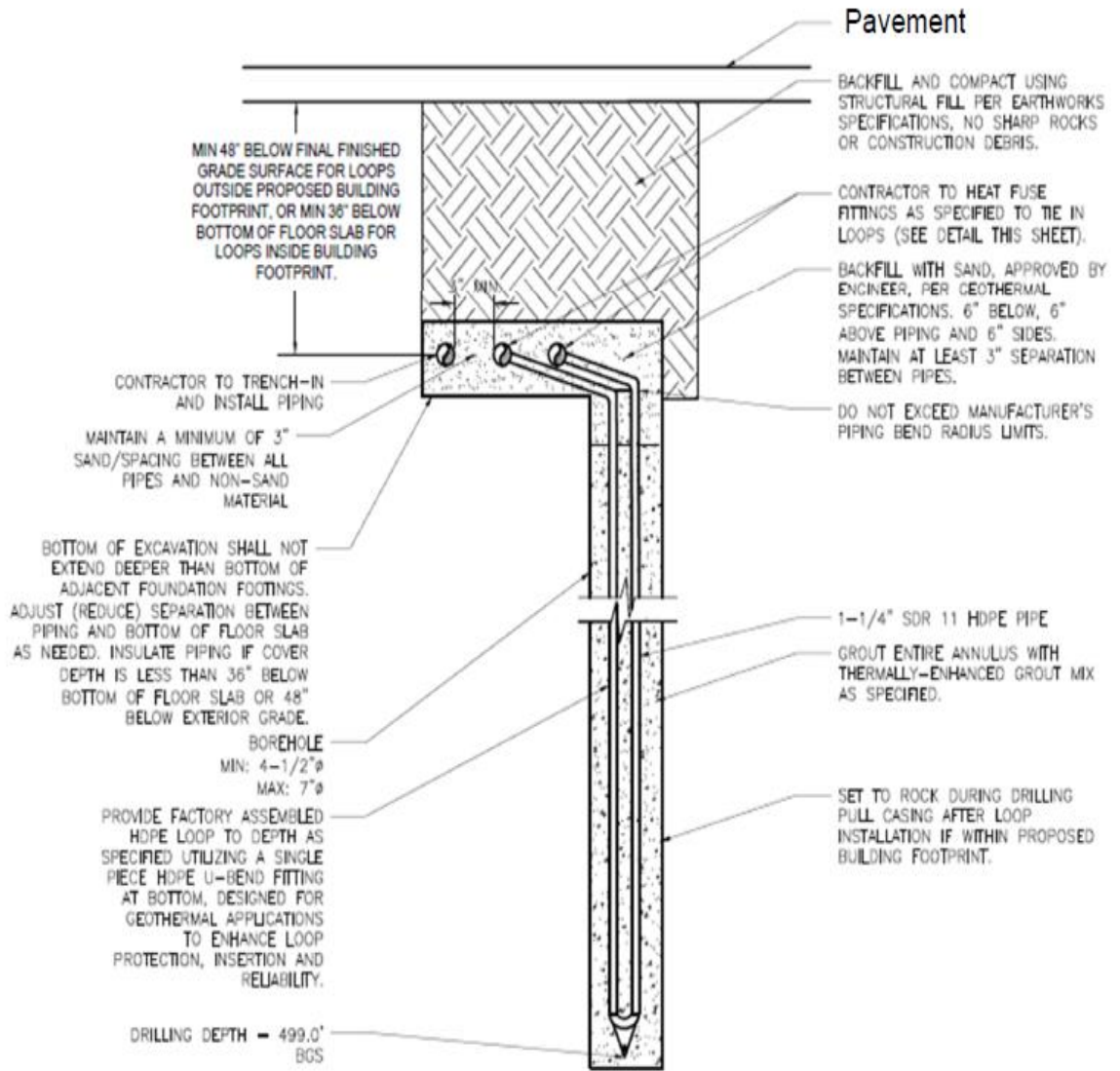
NORMANDY RD ENLARGED BOREFIELD PLAN
 1" = 20'-0"



EXHIBIT B

‘GEOHERMAL BOREHOLE DETAIL’

Geothermal Borehole Detail



GEOTHERMAL BOREHOLE DETAIL