

TEMPORARY LICENSE AGREEMENT

This temporary license agreement (the "Agreement") is made this ___ day of _____ 2021 by and between the Town of Natick, Massachusetts ("Licensor") and Baltazar Contractors, Inc., with an address at 83 Carmelina's Circle, Ludlow, MA 01056 ("Licensee").

Recitals

- A. Licensor is the owner of three town owned parcels of land identified as 157 North Main Street (Assessor ID 26-00000193) and 161 North Main Street (Assessor ID 27-0000151c), otherwise known as "Murphy Field" and 246 North Main Street (Assessor ID 18-00000099).
- B. Licensee, the contractor currently reconstructing North Main Street (Route 27) pursuant to a contract with the Massachusetts Department of Transportation (the "Project"), has requested temporary use of a portion of Murphy Field and 246 North Main Street for storage of construction materials and equipment, and lay-down areas as needed from time to time to support the Project.
- C. The Licensee has requested use of a portion of Murphy Field and 246 North Main Street through June 30, 2022.
- D. Licensor desires to continue to use Murphy Field and 246 North Main Street, excluding the License Area, during the term of the License.
- E. The Parties are willing to allow such shared use of Murphy Field and 246 North Main Street subject to the terms and conditions set forth in this Agreement;

THEREFORE, in consideration of one dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Agreement

1. Licensee's temporary use of a portion of Murphy Field is restricted to that area flagged at the northwest corner of the parcels, adjacent to North Main Street for construction staging and lay-down during the License Term, as shown on two sketches entitled Area of Temporary Use 161/157 North Main Street and Area of Temporary Use 246 North Main Street, dated June 8, 2021, a copy of which is attached hereto as Exhibit A ("License Area"). The License Area is hereby licensed "as is". By this License, the Licensor has not transferred any property rights or interest in real estate to the Licensee. The Licensor shall not grant any rights in the License Area depicted on the Exhibit A to any other individual(s) or entities while this Agreement is in effect.

2. This license shall begin on _____, 2021 and shall continue through June 30, 2022 ("License Term").

3. Licensee accepts complete and total responsibility for the maintenance, security and operation of the License Area during the License Term.

4. Licensee is prohibited from using any other portion of Murphy Field for any purpose, including the athletic fields adjacent to the License Area.

5. Licensee shall restore the License Area of 246 North Main Street to its original condition at the conclusion of the License Term, including, but not limited to, restoring landscape areas and cleaning drainage structures.

6. The Licensee shall not park in or utilize the existing paved public parking area for Murphy Field.

7. Subsequent to the License Term, Licensee shall work with Licensor to identify and perform improvements to the parking for Murphy Field, including, but not limited to, landscaping (i.e. trees, rain garden), and connected drainage, repaving and restriping of the parking area, as shown on a sketch entitled "Proposed Parking Improvements Murphy Field" dated June 8, 2021, a copy of which is attached hereto as Exhibit B.

8. To the fullest extent allowed by law, Licensee shall indemnify, defend and hold harmless Licensor and its employees, agents, and representatives (collectively, the "Indemnified Parties") from and against any and all liability, loss, cost, damage, claims, judgments, reasonable outside attorneys fees, court costs and other legal expenses, the effects of environmental contamination resulting from materials or substances brought to the License Area by a Licensee Party (as defined below, insurance policy deductibles and other expenses (hereinafter collectively referred to as "Damages") arising out of or related to an "Indemnified Matter" (as defined below), except to the extent caused solely by the Indemnified Parties. For purposes of this Section, an "Indemnified Matter" shall mean any matter for which one or more of the Indemnified Parties incurs liability or Damages if the liability or Damages arise out of or involve, directly or indirectly, (i) Licensee's or its employees, agents, representatives, contractors or invitees (collectively, the "Licensee Parties" or singly as a "Licensee Party") use or occupancy of the License Area, (ii) any act, omission or neglect of a Licensee Party, (iii) Licensee's failure to perform any of its obligations under this Agreement, (iv) the existence, use or disposal of any hazardous substance brought on to the License Area by a Licensee Party, and (v) any other matters for which Licensee has agreed to indemnify Licensor pursuant to any other provision of this Agreement.

9. The Licensee shall provide and maintain, throughout the term of the License, property insurance with amounts of not less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate. Licensor shall be listed as an additional insured on any such policies. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this License and shall operate as an immediate termination thereof. A certificate evidencing such insurance shall be furnished to the Licensor at the execution of this License.

10. No modification, waiver or amendment of this Agreement or any provision herein shall be valid unless the same is in writing and is signed by the party against which the enforcement of such modification, waiver or amendment is sought.

11. This Agreement shall be construed, governed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

12. Licensor and licensee hereby waive their respective right to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either licensor against licensee or licensee against licensor on any matter whatsoever arising out of, or in any way connected with, this agreement, the relationship of licensor and licensee, licensee's use or occupancy of the premises, or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.

LICENSOR AND LICENSEE ACKNOWLEDGE THAT THEY HAVE CAREFULLY READ AND REVIEWED THIS AGREEMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS AGREEMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS AGREEMENT IS EXECUTED, THE TERMS OF THIS AGREEMENT ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LICENSOR AND LICENSEE WITH RESPECT TO THE PREMISES. LICENSEE ACKNOWLEDGES THAT IT HAS BEEN GIVEN THE OPPORTUNITY TO HAVE THIS AGREEMENT REVIEWED BY ITS LEGAL COUNSEL PRIOR TO ITS EXECUTION. PREPARATION OF THIS AGREEMENT BY LICENSOR OR LICENSOR'S AGENT AND SUBMISSION OF SAME TO LICENSEE SHALL NOT BE DEEMED AN OFFER BY LICENSOR TO AGREEMENT THE PREMISES TO LICENSEE OR THE GRANT OF AN OPTION TO LICENSEE TO AGREEMENT THE PREMISES. THIS AGREEMENT SHALL BECOME BINDING UPON LICENSOR ONLY WHEN FULLY EXECUTED BY BOTH PARTIES AND WHEN LICENSOR HAS DELIVERED A FULLY EXECUTED ORIGINAL OF THIS AGREEMENT TO LICENSEE.

Signed as a sealed instrument as of this _____ day of _____, 2021.

LICENSEE:

Baltazar Contractors, Inc.

By: _____ Date: _____
Name: _____
Title: _____

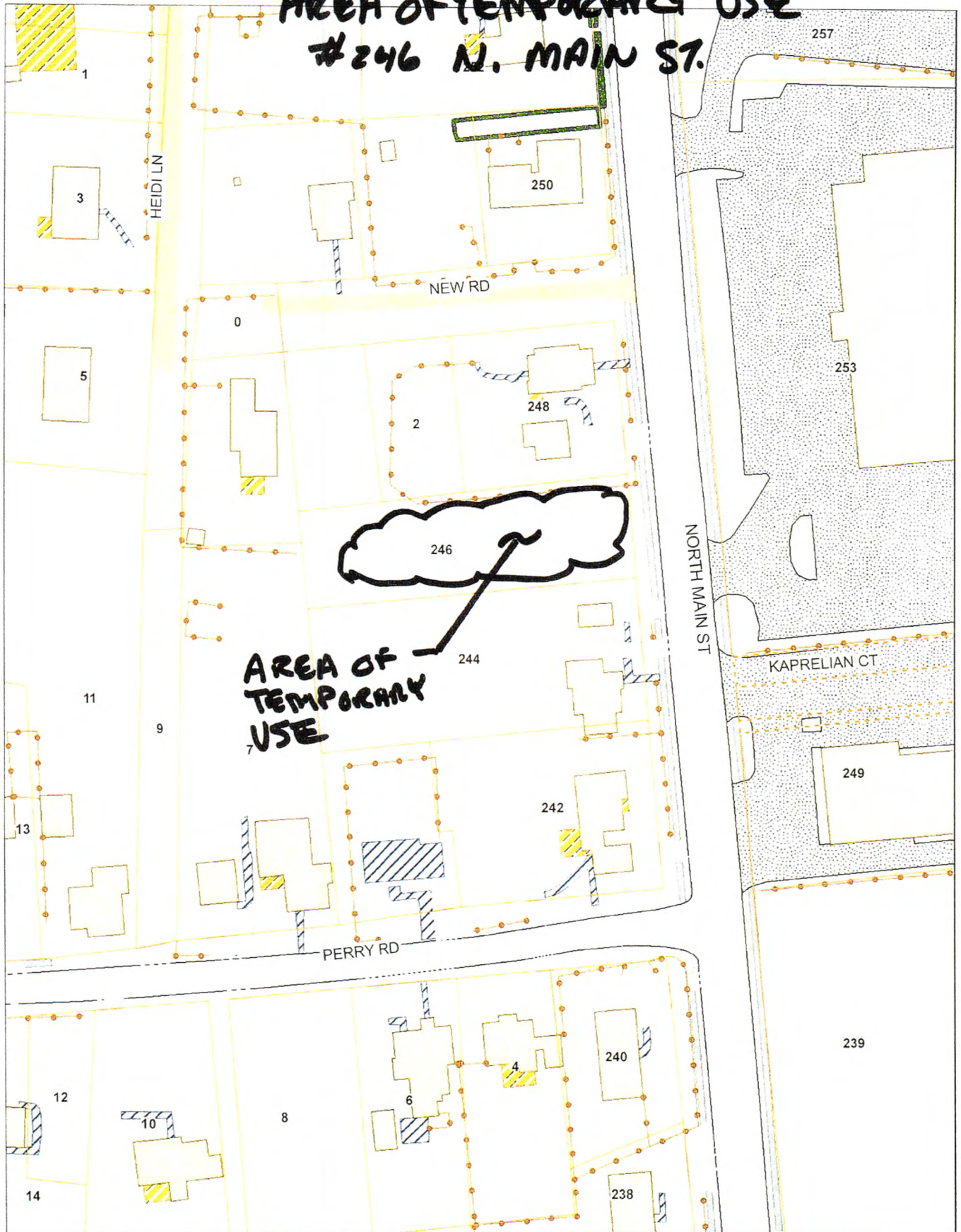
LICENSOR:

**Town of Natick,
By the Select Board**

_____ Date: _____
Karen Adelman-Foster, Chair
_____ Date: _____
Richard P. Jennett, Vice-Chair
_____ Date: _____
Michael H. Hickey, Jr., Clerk
_____ Date: _____
Susan G. Salamoff
_____ Date: _____
Paul Joseph

EXHIBIT A
(License Area)

AREA OF TEMPORARY USE
#246 N. MAIN ST.



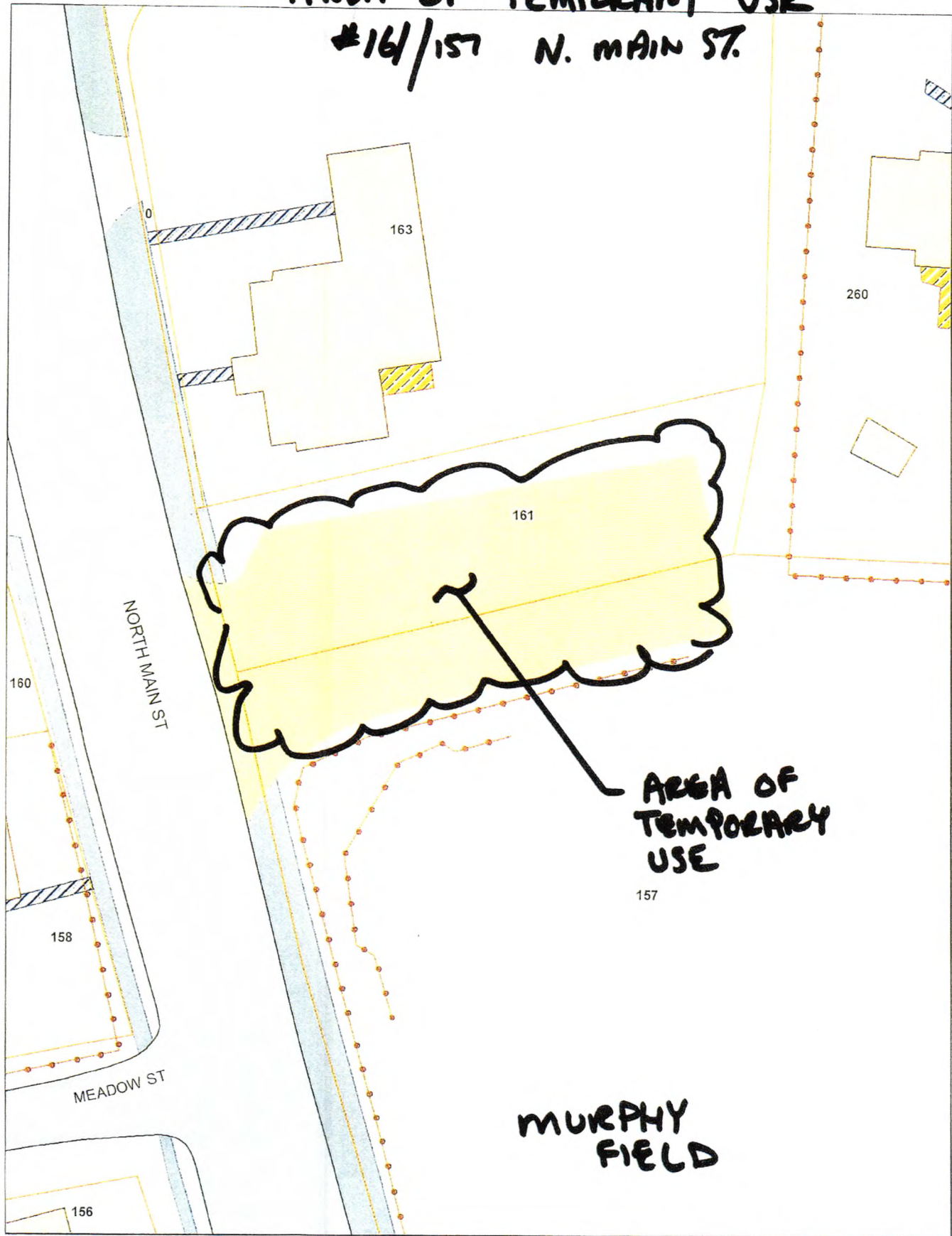
DISCLAIMER: The information depicted on this map is for planning purposes only. It may not be adequate for legal boundary definition, regulatory

0 45 90 180 Feet

6/8/21



AREA OF TEMPORARY USE
#161/157 N. MAIN ST.



DISCLAIMER: The information depicted on this map is for planning purposes only. It may not be adequate for legal boundary definition.

0 15 30 60 Feet

6/8/21



Exhibit B
(Improvements)

27 151C
157 NORTH MAIN ST
NATICK INHAB OF THE TOWN
SCHOOL COMMITTEE

6/8/21

EXHIBIT A
(License Area)

Exhibit B
(Improvements)