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TOWN OF WESTFORD
TOWN CLERK'S OFFICE

LICENSE AGREEMENT

BOA 1116-CP
16 Littleton Rd
Princeton Westford
Apt. 1100

This LICENSE AGREEMENT (this "License") is executed this 13th day of December 2011 by and between the **Town of Westford**, acting by and through its Board of Selectmen, having an address of 55 Main Street, Westford, Massachusetts 01886 (the "Town"), and **Princeton Westford Apartments LLC**, a Massachusetts limited liability company, having an address of 1115 Westford Street, Lowell, Massachusetts 01851 (the "Licensee").

Whereas, the Town is the owner of record of a certain parcel of land known as Assessor's Map 23, Parcel 79, situated on the northerly side of South Chelmsford Road (the "Town Property"), abutting the southerly boundary of property located on the southerly side of Littleton Road, and shown as "Lot A" on a plan of land entitled "Littleton Road, Westford, MA," dated June 7, 2006, recorded with the Middlesex North District Registry of Deeds in Plan Book 222, Plan 17, and shown also as Lot 2 on a plan entitled "Compiled Plan of Land in Westford and Chelmsford Mass.," dated January 25, 1974 and recorded in said Registry in Plan Book 118, Plan 111 (the "40B Property").

Whereas, the Licensee has submitted or shall submit an application to the Westford Zoning Board of Appeals pursuant to G.L. c. 40B, §§21 – 23 for approximately 200 rental housing units and associated structures, driveways and amenities on said 40B Property (the "40B Project"), and is desirous of creating a secondary emergency access and egress and a pedestrian path over said Town Property.

Whereas, the Town has been requested by Licensee to grant a license to Licensee for a secondary emergency access and egress ("Emergency Access Driveway") and a pedestrian path (the "Path") over a portion of said Town Property, shown as "Proposed License Parcel Area = 34,547+/- S.F. (0.79+/- Ac.)" on the plan attached hereto as "Exhibit A" and entitled "License Exhibit," dated September 9, 2011, prepared by Allen & Major Associates, Inc. for Princeton Development LLC (the "License Premises"), on the terms and provisions set forth below.

Now, therefore, the Town hereby grants such license to use the License Premises to the Licensee, subject to the following terms and conditions:

I. USE, PURPOSE, TERM

Entry and use of the License Premises are limited to Licensee and Licensee's contractors and their agents, representatives, employees, officers, tenants, invitees and guests for the sole purposes of improving, operating, maintaining, repairing and replacing the Emergency Access Driveway and the Path located within the License Premises (the "Work"); as well as the removal of snow and ice from the Emergency Access Driveway and keeping the Emergency Access Driveway in good repair so that it is suitable for use by emergency vehicles and personnel; and removal of snow and ice from the Path and keeping the Path in good repair so that it is suitable for use by pedestrians; and use of the Path for ingress and egress from the 40B Project to South Chelmsford Road. The License Premises shall otherwise be closed to vehicular traffic (but not

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pedestrian use), with the exception of emergency vehicles and personnel, by locked gates at the north and south ends of the Emergency Access Driveway.

Such entry and use by the Licensee, its contractors, agents, representatives, and employees shall be exercised from the date of the execution of this License and shall continue until the License has been terminated in accordance with the provisions of Section IX below. Such entry and use shall be further limited by the provisions of Section III.

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 within this License to the reasonable satisfaction of the Town.

III. CONDUCT

The Licensee agrees in consideration for this License to complete the Work at no cost to the Town and in accordance with a plan approved by the Town prior to beginning of the Work. The Licensee shall commence the Work and pursue its completion with reasonable diligence. At the expiration or termination of this License, all improvements made to the License Premises shall become the property of the Town.

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 shall procure all necessary permits before undertaking any work on the License Premises, and shall cause all such work to be performed in a good and first-class workmanlike manner and in accordance with the requirements of insurers. During construction, the Licensee shall install reasonable fencing and other safety devices necessary to ensure the safety of the Town's personnel, persons on the License Premises, adjacent property owners and their property and the general public. The Licensee shall at all times comply with (i) plans and specifications (which shall be prepared by and at the expense of the Licensee and approved by the Town); and (ii) all applicable local, state and federal rules, regulations, statutes and by-laws.

Licensee is obligated to construct, improve, operate, maintain, repair and replace the Emergency Access Driveway and the Path so that they are in good repair and condition, and remove snow and ice from the Emergency Access Driveway and the Path so that they are suitable for vehicular use and pedestrian use, respectively.

The Town shall not, under any circumstances, be liable for the payment of any expenses incurred or for the value of any work done or material furnished to the License Premises or any part thereof, but all such improvements and alterations shall be done and materials and labor furnished at Licensee's expense, and the laborers and materialmen furnishing labor and materials for the Work shall release the Town from any liability.

The provisions of this Section shall survive the expiration or termination of this License.

IV. INSURANCE

Licensee shall maintain public liability insurance, including coverage for bodily injury, wrongful death and property damage, in the minimum amount set forth herein to support the obligations of Licensee under the terms and conditions of this License to defend, indemnify, and hold harmless the Town: General Liability: \$1,000,000.00/occurrence, \$3,000,000.00/aggregate; Bodily Injury Liability: \$1,000,000.00/occurrence, \$3,000,000.00/aggregate.

The insurance coverage required hereunder shall be placed with insurance companies licensed by the Massachusetts Division of Insurance to do business in the Commonwealth of Massachusetts and having a Best's rating of B+ or better.

Prior to entering upon the License Premises, the Licensee shall provide the Town with a certificate of insurance in each case indicating the Town is an additional insured on the policy(ies) and showing compliance with the foregoing provisions. The Licensee shall require the insurer to give at least thirty (30) days' written notice of termination, reduction or cancellation of the policy(ies) to the Town.

To the extent required by law, the Licensee or the Licensee's contractors shall maintain worker's compensation insurance, from the commencement of the Work until the completion thereof. The Licensee agrees that any contractor performing work on behalf of the Licensee at the License Premises shall carry workers' compensation insurance, liability insurance, and automobile liability insurance in amounts reasonably acceptable to the Town and shall name the Town as an additional insured party. Prior to the commencement of the Work, Licensee shall provide Town with a copy of the contractor's insurance certificate indicating liability insurance coverage as herein specified, and copies of any approvals, including any building permits, necessary or obtained to conduct said construction.

To the extent possible, the Licensee shall obtain, for each policy of insurance secured by it, provisions permitting waiver of any claims against the Town for loss or damage within the scope of the insurance, and the Licensee, for itself and its insurers, waives all claims against the Town as to such claims covered by such insurance.

V. HAZARDOUS MATERIALS PROHIBITED

Licensee shall not allow any Hazardous Materials, as defined below, to exist or be stored, transported, located, discharged, possessed, managed, processed, or otherwise handled on the License Premises, and shall strictly comply with all environmental laws affecting the License Premises. For purposes of this License, "Hazardous Materials" shall mean, but shall not be limited to, any oil, petroleum product and any hazardous or toxic waste or substance, any substance which because of its quantitative concentration, chemical, radioactive, flammable, explosive, infectious or other characteristics, constitutes or may reasonably be expected to constitute or contribute to a danger or hazard to public health, safety or welfare or to the environment, including without limitation any asbestos (whether or not friable) and any asbestos-containing materials, lead paint, waste oils, solvents and chlorinated oils, polychlorinated biphenyls (PCBs), toxic metals, explosives, reactive metals and compounds, pesticides,

herbicides, radon gas, urea formaldehyde foam insulation and chemical, biological and radioactive wastes, or any other similar materials which are included under or regulated by any environmental law.

VI. INDEMNIFICATION

The Licensee shall indemnify, defend and hold harmless the Town from any and all liability, loss, damage, costs, expenses (including, without limitation, reasonable attorneys' fees and expenses), causes of action, suits, claims, demands or judgments of any nature whatsoever, in law and equity, which are or may be brought against the Town or its agents, employees, successors and assigns under any existing or future arising statutory or common law (including but not limited to Comprehensive Environmental, Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 et seq., the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, G.L. c. 21E, and all applicable rules and regulations promulgated thereunder) arising out of or relating to: (1) the discharge, release or threatened release at or from the License Premises of oil or hazardous material as defined under federal, state or local law which is caused by the Licensee, its agents, employees, contractors, representatives, or invitees (2) any failure on the part of Licensee, its agents, employees, contractors, representatives, or invitees to comply with any provision or term required to be performed or complied with by the Licensee under this License, and (3) for the death, injury or property damage suffered by any person on account of or based upon the negligent acts or omissions of the Licensee, its officers, agents, employees, and representatives.

The Licensee shall assist the Town, at no cost to the Town, in the investigation and defense of any claims which arise from the work performed by the Licensee, its designers, contractors and subcontractors and/or their employees, agents or invitees and which are the result of the Licensee's, its designers, contractors and subcontractors and/or their employees, agents or invitees errors, omissions, or negligence.

The obligations of this Section shall survive the expiration or termination of this License.

VII. RISK OF LOSS

The Licensee agrees that it shall use and occupy the License Premises at its own risk, and the Town shall not be liable to the Licensee for any injury or death to persons entering the License Premises pursuant to this License, or loss or damage to vehicles, equipment or other personal property of any nature whatsoever of the Licensee, or of anyone claiming by or through the Licensee, that are brought upon the License Premises pursuant to this License, except to the extent said injury or death or damage to the property shall occur as a result of the negligent acts and omissions of the Town, its officials, employees, agents and invitees.

The provisions of this Section shall survive the expiration or termination of this License.

VIII. CONDITION OF THE PREMISES

The 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.

IX. TERMINATION and REVOCATION

This License may be revoked by either party without cause upon written notice of revocation at least nine (9) months prior to the termination date stated within said notice.

This License shall also terminate without notice if and when the Town lays out and accepts all or any portion of the License Premises as a public way.

This License shall also be revocable by the Town for cause upon written notice of revocation in the event Licensee defaults in the observance or performance of any of the Licensee’s covenants, agreements or obligations hereunder and such default is not corrected within sixty (60) days from said written notice.

Upon the termination by either party pursuant to this Section, then the Licensee, at its own expense, shall leave all improvements made to the License Premises in good repair, which improvements shall become the property of the Town, and shall remove all its facilities, apparatus, equipment and property from the License Premises. Any damage or destruction of the License Premises or any property of the Town thereon caused by or arising out of the use and occupation of the License Premises by the Licensee or its employees, agents, contractors, and invitees shall be promptly repaired or replaced by the Licensee to the satisfaction of the Town.

X. 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 any and all purposes at the Town’s sole discretion, and the Licensee’s use shall not interfere with the Town’s use of the License Premises.

XI. MODIFICATIONS and AMENDMENTS

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

XII. 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: Board of Selectmen
Westford Town Hall
55 Main Street
Westford, MA 01886

Licensee: Princeton Westford Apartments ^{Home} LLC ^{Ame}
c/o Princeton Properties Management, Inc.
1115 Westford Street
Lowell, MA 01851

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

XIII. 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 use as hereinabove stated.

XIV. EXHIBITS and ATTACHMENTS

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

XV. SURVIVAL of TERMS and PROVISIONS

All appropriate terms and provisions relating to the restoration of the License Premises affected hereby shall survive the expiration or termination of this License.

XV. SEVERABILITY

If any clause or provision of this Agreement or application thereof shall be held unlawful or invalid, no other clause or provision of this Agreement or its application shall be affected, and this Agreement shall be construed and enforced as if such unlawful or invalid clause or provision had not been contained herein.

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed on this 13th day of December, 2011.

Licensors:

Town of Westford
By its Board of Selectmen

Andrea Peraboni
Kelly J. Ross
[Signature]
[Signature]
Debra Womell

Licensee:

Princeton Westford Apartments ^{Home} LLC ^{Ann}
By Its Manager
Princeton Mgr Inc.

[Signature]

By: _____
Andrew M. Chaban, President

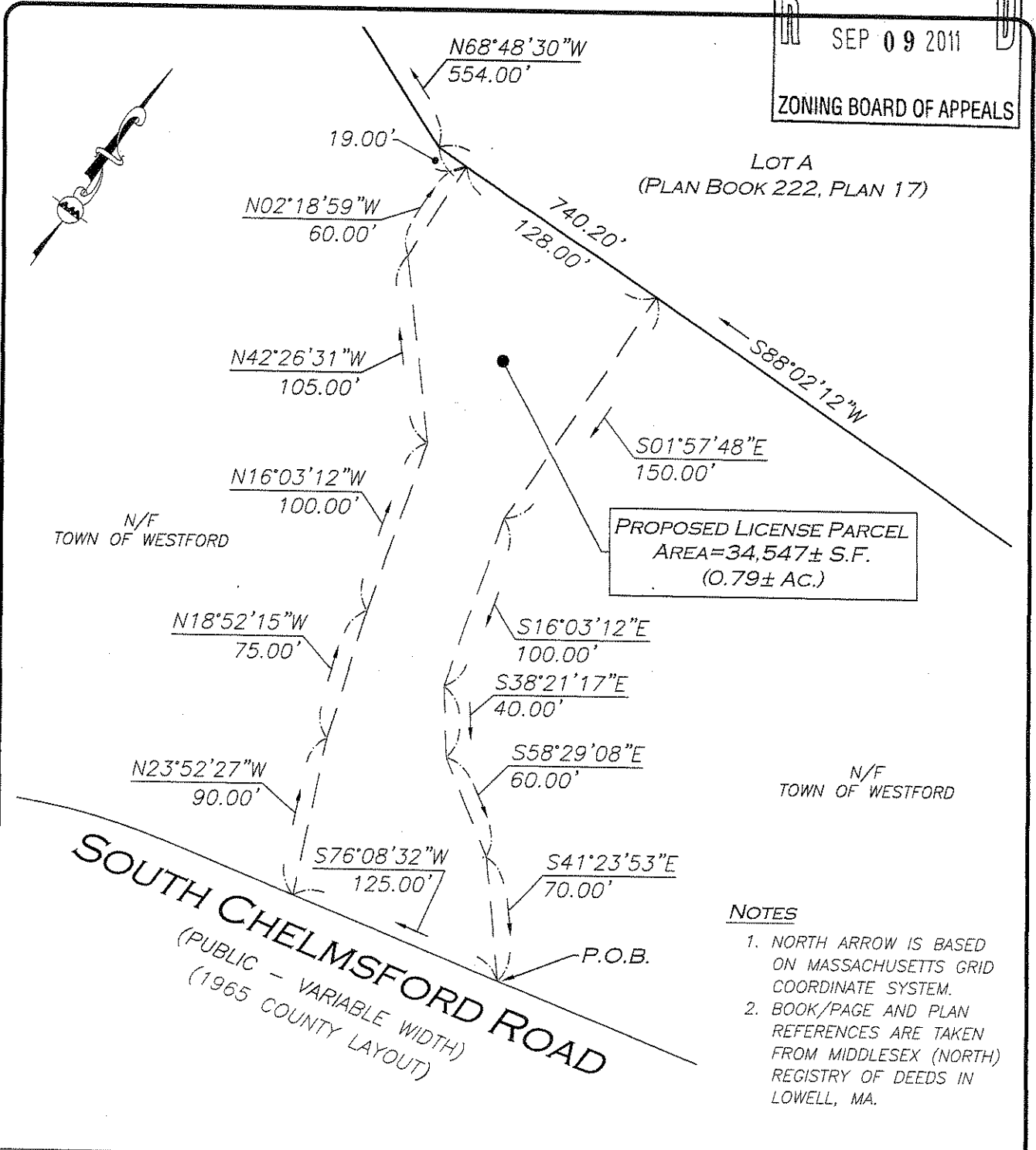
not independently

By: [Signature]
Howard S. Reef, Treasurer

Exhibit A

License Exhibit Plan

RECEIVED
 SEP 09 2011
 ZONING BOARD OF APPEALS



PROPOSED LICENSE PARCEL
 AREA=34,547± S.F.
 (0.79± AC.)

NOTES

1. NORTH ARROW IS BASED ON MASSACHUSETTS GRID COORDINATE SYSTEM.
2. BOOK/PAGE AND PLAN REFERENCES ARE TAKEN FROM MIDDLESEX (NORTH) REGISTRY OF DEEDS IN LOWELL, MA.

PREPARED BY:



ALLEN & MAJOR ASSOCIATES, INC.

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 environmental consulting • landscape architecture
 www.allenmajor.com

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WOBURN, MA • MIDDLEBORO, MA • MANCHESTER, NH

PROJECT:

PRINCETON WESTFORD
 APARTMENT HOMES
 LITTLETON ROAD
 WESTFORD, MA

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LICENSE EXHIBIT

PROJECT NO. 1786-01C	DATE: 09/09/11
SCALE: 1" = 80'	DWG. NAME: S1786-01C-LIC-EX
DRAFTED BY: COB	CHECKED BY: KJK

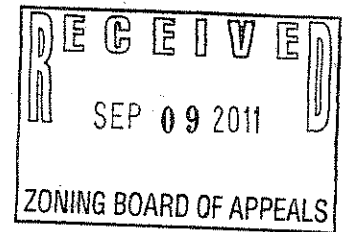
APPLICANT/OWNER: PRINCETON DEVELOPMENT LLC

THIS DRAWING HAS BEEN PREPARED IN ELECTRONIC FORMAT. CLIENT/CLIENT'S REPRESENTATIVE OR CONSULTANT MAY BE PROVIDED COPIES OF DRAWINGS AND SPECIFICATIONS ON MAGNETIC MEDIA FOR HIS/HER INFORMATION AND USE FOR SPECIFIC APPLICATION TO THIS PROJECT. DUE TO THE POTENTIAL THAT THE MAGNETIC INFORMATION MAY BE MODIFIED UNINTENTIONALLY OR OTHERWISE, ALLEN & MAJOR ASSOCIATES, INC. MAY REMOVE ALL INDICATION OF THE DOCUMENT'S AUTHORSHIP ON THE MAGNETIC MEDIA. PRINTED REPRESENTATIONS OF THE DRAWINGS AND SPECIFICATIONS ISSUED SHALL BE THE ONLY RECORD COPIES OF ALLEN & MAJOR ASSOCIATES, INC.'S WORK PRODUCT.

SHEET No.

1

**LEGAL DESCRIPTION
PROPOSED LICENSE PARCEL
SOUTH CHELMSFORD ROAD
WESTFORD, MA**



A certain license parcel of land situated off the Northerly side of South Chelmsford Road in the Town of Westford, County of Middlesex, Commonwealth of Massachusetts, bounded and described as follows:

The Point of Beginning (P.O.B.) being the Southeasterly point of the parcel to be described hereafter; thence

S76°08'32"W	One hundred twenty-five and no hundredths feet (125.00') to a point; thence
N23°52'27"W	Ninety and no hundredths feet (90.00') to a point; thence
N18°52'15"W	Seventy-five and no hundredths feet (75.00') to a point; thence
N16°03'12"W	One hundred and no hundredths feet (100.00') to a point; thence
N42°26'31"W	One hundred five and no hundredths feet (105.00') to a point; thence
N02°18'59"W	Sixty and no hundredths feet (60.00') to a point; thence
N88°02'12"E	One hundred twenty-eight and no hundredths feet (128.00') to a point; thence
S01°57'48"E	One hundred fifty and no hundredths feet (150.00') to a point; thence
S16°03'12"E	One hundred and no hundredths feet (100.00') to a point; thence
S38°21'17"E	Forty and no hundredths feet (40.00') to a point; thence
S58°29'08"E	Sixty and no hundredths feet (60.00') to a point; thence
S41°23'53"E	Seventy and no hundredths feet (70.00') to the point of beginning.

The above described parcel contains an area of 34,547 square feet (0.79 acres), more or less, and is more particularly shown as "Proposed License Parcel" on a sketch entitled "License Exhibit – Princeton Westford Apartment Homes – Littleton Road – Westford, MA". Scale: 1" = 80'. Dated September 9, 2011. Prepared for Princeton Development LLC. Prepared by Allen & Major Associates, Inc.