

LICENSE AGREEMENT

The **TOWN OF BELMONT**, a Municipal Corporation duly established under the laws of the Commonwealth of Massachusetts, and having its usual place of business at 455 Concord Avenue, Belmont, Massachusetts 02478, (hereinafter referred to as the “Town”) grants a license to **Verizon New England Inc.**, a New York corporation, having its principal place of business at 6 Bowdoin Square, Floor 9, Boston, Massachusetts 02114 with its respective successors and assigns (hereinafter referred to as “Verizon”), as follows:

WHEREAS, the Town owns in fee simple a certain parcel of land located on the northerly side of **Concord Avenue** situated in **Belmont**, Middlesex County, Massachusetts, said land being held under the care, custody and control of the Belmont School Department for school purposes; and

WHEREAS, the Town is constructing a new High School and Middle School facility on the property which requires the installation of fiber optic cable and appurtenant equipment to support the significant demand for bandwidth expected from that facility; and

WHEREAS, the Belmont School Department is willing to license the installation of such equipment, with appropriate guarantees to Verizon, on a temporary basis until such time as a Town Meeting can be held in the ordinary course of events and vote to authorize the granting of a permanent easement by the Belmont Select Board:

NOW THEREFORE, in consideration of the sum of \$1.00, the receipt of which is hereby acknowledged, the Town grants to Verizon a license to access, erect, construct, dig up, dredge, reconstruct, connect, install lay, operate, maintain, patrol, inspect, repair, replace, alter, extend or remove one or more lines for the transmission and/or distribution of telecommunication including the necessary poles, anchors, wires, cables, conduits, conductors, manholes and associated surface closures, terminals, pedestals, fixtures, pads, foundations, appurtenances and other apparatus and equipment deemed necessary for the purposes specified above, along and under a portion of land of which the Town is the sole owner (hereinafter “License Area”). The said License Area is a portion of the premises known as Parcel ID: 36-3& 35-41, with the Town of Belmont Assessors Office. For further description, please see Instrument of Taking document dated June 5, 1939 and recorded with the Middlesex South District County Registry of Deeds in **Book 6298, Page 205**. For Town’s title, see Instrument of Taking dated June 5, 1939 and recorded with the Middlesex South District County Registry of Deeds in **Book 6298, Page 205**.

The location of said facilities, (hereinafter “License Area”) are approximately shown on a sketch labeled **Exhibit ‘A’**, which is attached hereto and made a part hereof. The exact locations of said facilities are to be established by and are to become permanent upon the placing thereof.

The parties agree to the following terms and conditions:

1. The License above described and herein granted is intended to prohibit, and the Town shall not cause, allow or suffer, surface or subsurface structures or use of the area by others, including the Town, which might damage or interfere with the operation and maintenance of the Verizon’s facilities without the prior written consent of Verizon. Any use of the surface of the License Area that does not interfere with or prohibit the full use and enjoyment of the License herein granted is permitted.

2. Verizon shall have the right of ingress and egress by foot or by vehicle to the License Area over Town's property, if necessary, for all of the aforementioned purposes.
3. Verizon shall have the right to connect such conduits, cables, and wires within said Town's land with the conduits, cables and wires which may be placed in public or private ways adjacent or contiguous to the aforesaid premises, and to serve customers on the subject premises without incurring any liability to the Town, or any successors or assigns.
4. The Verizon shall have the right remove all obstructions in the License Area to extent that Verizon deems necessary to operate and maintain the equipment safely. Verizon shall repair, re-grade and restore the said License Area, as necessary, at its own expense to substantially the same condition that existed prior to the commencement of the work.
5. The facilities shall remain the property of Verizon, its successors and assigns.
6. This License shall terminate upon the execution and delivery of a signed easement to Verizon. The School Department shall seek inclusion of an article for the next town meeting, not later than the 2022 Annual Town Meeting, to authorize the conveyance of such an easement. In the event that the town elects not to authorize the easement, Verizon shall have no further obligation to provide service to the Town and the Town will incur all costs associated with the removal of its cable and equipment from the property.

By signing this License, the undersigned members of the Belmont School Committee certify that they are signing in the name and behalf of the Town of Belmont, that they are the School Committee of the Town of Belmont and that they are empowered to grant the within License on the terms and conditions stated herein.

IN WITNESS WHEREOF the said **School Committee of the Town of Belmont** hereunto set their hands and seals this _____ day of _____, 2021.

TOWN OF BELMONT

By its School Committee

Amy Checkoway, Chair

Catherine Bowen

Meghan Moriarty, Secretary

Michael Crowley

Andrea Prestwich

Jamal Saeh