

LICENSE AGREEMENT

This License Agreement (“License” or “Agreement”) is made this ____ day of _____, _____ by and between a majority of the Trustees of the Battle Road Farm Condominium Trust created under Declaration of Trust dated August 29, 1989, and recorded with the Middlesex South Registry of Deeds at Book 20041, Page 229 (collectively “Trust” or “Licensor”), in their capacity as Trustees and not individually, which Trust is the organization of Unit Owners of the Battle Road Farm Condominium (“Condominium”) and _____, owners of record of Unit _____ of the Condominium (collectively “Unit Owner” or “Licensee”), by deed recorded on _____ with the Middlesex South Registry of Deeds.

In consideration of One Dollar (\$1.00), the parties agree as follows:

The Trust hereby grants to the Unit Owner, and the Unit Owner hereby accepts, a license, subject to the terms and conditions set forth below, to install a private electric vehicle charging station (“Charging Station”) to service Parking Space No. _____ (“Parking Space”) as shown on that certain plan, for which Unit Owner has a parking easement pursuant to a Deed of Easement dated _____, and attendant wiring and meters, as more specifically set forth herein, on the walkway paver adjacent to the Unit Owner’s Parking Space (“Licensed Area”) constitutes the “Licensed Area” hereunder), for the purpose of supplying electricity to an electric motor vehicle parked by Unit Owner from time to time in the Parking Space. The License granted herein includes permission to install certain equipment, including conduit, wires, cables, and switches, and an electric meter (collectively, “Wiring and Meter”), connecting from the Charging Station to an electric panel. Unless otherwise stated in this Agreement, references to the Charging Station shall include the Wiring and Meter. The parties acknowledge that the Licensed Area is in the Common Area of the Condominium and that the Parking Space is an exclusive use parking space, assigned by the Master Deed and Unit Deed to Unit Owner.

The term of this License shall commence as of the execution date and shall continue thereafter until terminated or revoked as provided below.

The License granted hereunder is subject to the following conditions:

1. **Installation, Maintenance, Repair and Removal Work.** The Unit Owner agrees that any and all work with respect to the approved Charging Station (the “Work”), shall be undertaken in accordance with the following:
 - (a) at the sole and separate expense and responsibility of Unit Owner;
 - (b) in accordance with plans, specifications and/or photographs approved by the Trustees that depict, at a minimum, the location of the Charging Station, point of connection and metering device;

- (c) in a good and workmanlike manner using first class materials free from defects, in a fashion that will not impair the structural or architectural integrity of any part of the Units, the Building(s), or any other part of the Condominium premises (including any common elements), or interfere with the use or enjoyment of any of the other Units or the common elements and facilities;
- (d) pursuant to all applicable laws and regulations of governmental bodies having jurisdiction thereof, including without limitation, zoning, building, health, environmental, sanitation and fire protection laws and regulations, pursuant to any required building and/or electrical permit(s) therefor, and pursuant to all requirements of any applicable utility company. Unit Owner shall be responsible for all costs to obtain permits and shall submit a copy of all such permits (and all final sign-offs or approvals after completion of work) to the Trustees prior to commencement of work and, with respect to final approvals or sign-offs, promptly upon issuance thereof;
- (d) using contractors properly licensed pursuant to Massachusetts General Laws Chapter 142A, and insured to the reasonable satisfaction of the Trust (such contractors to provide the Trust with certificates of insurance confirming that the Trust and Unit Owner are named as additional insureds, through a written endorsement of the policy, under the applicable policies and as certificate holders entitled to written notice of cancellation or expiration of such policies), such insurance to include, without limitation, general liability, property damage, and workers' compensation coverage in coverage amounts and subject to such terms and conditions as the Trustees reasonably may require;
- (e) Unit Owner shall make no modifications to the building or its systems of any nature whatsoever, except as permitted under this Agreement, without first obtaining the written approval of the Trustees. After installation, Unit Owner shall not modify, alter, replace or relocate the Charging Station or the Meter and Wiring without first obtaining the written approval of the Trustees. The Trustees shall not unreasonably withhold approval; approval may be granted subject to reasonable conditions imposed by the Trustees.
- (f) Maintenance, Repair and Removal. The Unit Owner shall be responsible for the costs for the maintenance and repair of the Charging Station. The Unit Owner shall also be responsible for the costs of removal of the Charging Station and electrical panel and for the restoration of the common area after removal. If a Town of Lincoln Inspector and/or other official, or a utility company requires that the wall to which the electric/breaker panel is mounted and/or wired to be removed, re-built or altered, such cost shall be at Owner's sole expense.

2. **Electricity Cost.** The Unit Owner must connect the Charging Station to their own individual meters and be billed to their own electrical account. If the Unit Owner cannot, as determined by a licensed contractor, the owner must reimburse the Trust for the

electricity costs. Electricity consumption shall be read by the utility company and all electricity supplied to and used by the Charging Station, and other costs in connection therewith, are the sole obligation of the Unit Owner.

3. **Temporary Removal; Common Area Work.** Unit Owner agrees to temporarily remove the Charging Station or any portion thereof and reinstall the same, at Unit Owner's sole cost and expense, upon notice of not less than ten (10) days (except in case of emergency), whenever, the Trustees, in their reasonable discretion, determine the removal is necessary for the maintenance, inspection, repair, relocation, or replacement of any of the common elements. In the event of any such temporary removal, the Trustees shall not unreasonably delay completion of such work. Unit Owner further agrees to comply with any temporary removal required by the Town of Lincoln or similar official or utility company. The Trustees will work with the Town of Lincoln, other official or utility company, to ensure that the temporary removal and interruption is minimized.
4. **Private Use.** Use of the Charging Station shall be solely for Unit Owner's private use in connection with any electric vehicle owned by the Unit Owner, by a member of Unit Owner's immediate family (i.e., parents, children), by a resident of the Unit (including a tenant of the Unit), by a lessee (who shall be a resident of The Battle Road Farm Condominium) of the Unit Owner's Parking Space(s), or by a guest of the Unit Owner. The Charging Station shall not be for use by any other persons or for public use. The Parking Space remains subject to all Parking Rules and Regulations of the Condominium, including but not limited to the rules and regulations on leasing an owner's easement interest in their parking space.
5. **Transfer.** This License may be transferred to a subsequent owner of the Unit, but may not otherwise be sold, assigned, transferred, sub-licensed, or let to any other person or entity unless the subsequent owner has agreed to the terms of this Agreement in writing. If upon the sale of the Unit the Buyer does not want to assume the terms of this Agreement, the Unit Owner must remove the Charging Station and return the common areas to their prior condition to the Trustees' reasonable satisfaction.
6. **Insurance.** The Unit Owner shall obtain insurance, including hazard and liability insurance, which covers the Charging Station and names the Trust as an additional insured through a written endorsement to the policy. The Trust is not an insurer, and shall not be responsible for fire, water damage, other casualty, theft, vandalism, accident, loss or damage to the Charging Station or any vehicle using same.
7. **Indemnification.** Unit Owner (jointly and severally) agrees to indemnify, defend and hold harmless the Trust, its Trustees, First Realty Management, any other managing agent, and the unit owners of the Condominium (collectively, "indemnified persons"), from and against any and all claims, damages, losses, liabilities, penalties, costs and expenses, including, without limitation, reasonable attorneys' fees (collectively, "claims"), incurred or suffered by any one or more of the indemnified persons, arising from or in connection with this License, including, without limitation, any claims arising from or in connection with any: damage to property or injury/death to persons; interruption of utility service to the common elements or any unit of the Condominium;

electrical or utility charges in connection with the Charging Station, or Meter and Wiring; installation, inspection, maintenance, repair, removal, or use of the Charging Station; exercise of any license or privilege granted hereunder; and any action brought by any party or other person, including without limitation, any person whose consent has been, or is required to be, obtained for the installation or use of the Charging Station, or any of the Meter and Wiring, against any one or more of the indemnified parties relating in any way to, or arising in connection with, this Agreement (including, without limitation, any action challenging the validity of this Agreement) or the exercise of any license or privilege granted hereunder.

8. **Additional Requirements.** The Trustees may, in their reasonable discretion, impose additional reasonable conditions and requirements relating to the Charging Station as well as reasonable requirements for the appearance, installation, maintenance, repair, replacement, and removal of the Charging Station and related modifications.
9. **Unit Owner Default.** If Unit Owner defaults in the performance of any of its obligations contained or provided for in this Agreement, and fails to cure such default within ten (10) days of written notice thereof (or sooner if necessary in the reasonable discretion of the Trustees to protect the Condominium or any Unit therein, or to prevent injury or damage to persons or property or to make full use of the Condominium after delivery of written notice thereof), then in addition to any other right or remedy of the Trust hereunder, under the condominium documents or at law or in equity, the Trustees shall have the right, but not the obligation, to perform such obligations of the Unit Owner, in which event Unit Owner shall pay to the Trustees, on demand, all costs, including reasonable attorneys' fees, incurred in connection therewith and said amounts shall be a lien against the Unit and shall be a personal liability of Unit Owner, jointly and severally. Notwithstanding the foregoing, the Trust shall not unreasonably withhold consent to a request for extension of such cure period, if Unit Owner commences to cure such default (but is unable, despite diligent efforts, to complete such cure) within said 10-day period and agrees to diligently pursue such cure to completion within such extension period. No waiver by the Trust of any default by Unit Owner hereunder shall operate as a waiver of any other default hereunder, and no waiver by the Trust on any one occasion shall be deemed a waiver on any subsequent occasion. All rights and remedies of the Trust hereunder shall be cumulative.
10. **Subject to M.G.L. c. 183A.** Unit Owner accepts the license granted hereunder to the extent of the interest of the Trustees in said premises, if any, with the benefit of, and subject to, the provisions of Chapter 183A of the General Laws of Massachusetts relating to Condominiums, as that statute is written as of the date hereof and as it may in the future be amended.
11. **Compliance with Governing Documents.** All use of the Charging Station and licensed area shall comply with this Agreement, with all applicable law, and with the Master Deed, Declaration of Trust, and Rules and Regulations of the Condominium, as the same may be amended from time to time ("condominium documents"). The Trust agrees not to approve

any amendment to the condominium documents solely for the purpose of depriving Unit Owner of the use of the Charging Station hereunder, during the term of the License.

12. **Revocation.** The Trust shall have the right to revoke this License with or without cause. Upon revocation or termination of this License for any reason, all use of the Charging Station shall cease and, unless Trust otherwise agrees in writing, Unit Owner shall promptly remove the Charging Station and the Meter (but shall not be required to remove any Wiring) from the Licensed Area (and from any other portion of the common elements, if applicable), and restore the Licensed Area and any other affected common element to substantially the same condition as existed at the time this License was granted, all at Unit Owner's sole cost and expense and in accordance with applicable law. All such work shall be completed no later than sixty (60) days after such termination, or earlier in the event of an emergency. If Unit Owner fails to so perform, the Trustees, without limiting any other right or remedy hereunder, shall be entitled have same removed and disposed of at Unit Owner's sole expense and risk of damage to Unit Owner's property and other contents, without liability to Unit Owner on account thereof. At the option of the Trust, and without waiver of any rights or remedies, if the Unit Owner fails to remove the Charging Station, or any of the Wiring and Meter, within said 60-day period such property shall remain in place and Unit Owner shall be deemed to have released to the Trust any and all right and interest therein.
13. **Trust Costs.** If the Trustees incur any costs or expenses, including reasonable attorneys' fees, in connection with the revocation or termination of this Agreement, or the enforcement of any right or remedy of the Trust hereunder, Unit Owner shall be liable for same and the Trust may assess such costs and expenses against the Unit as a common expense enforceable in the same manner as applies to unpaid common expense assessments under the condominium documents and M.G.L. c. 183A.
14. **Notice.** Any notice required or permitted by this Agreement shall be deemed duly given: to Unit Owner, if addressed to Unit Owner and either hand-delivered to Unit Owner, or mailed by certified mail return receipt requested and first class mail to the Unit; or, if part of a notice given to all unit owners, in such other manner as is used to give such notice to all unit owners; and to Trust if addressed to and mailed, certified mail return receipt requested and first class mail, to Trust care of First Realty Management (or any successor as property manager for the Trust) or such other address as Trust may provide to Unit Owner at any time.
15. **Modification.** This Agreement may be modified only by a written agreement signed by both parties.
16. **No Representations/Warranties.** Unit Owner acknowledges that it has not relied on any representation by the Trustees, or their agents, in determining to purchase the vehicle as to which this License applies, and that the Trustees are under no obligation, express or implied, to provide any source of electricity or power for such Charging Station or for such vehicle.

Each party acknowledges that such party has read this Agreement, has had a reasonable opportunity to consult with counsel of such party's choice, and fully understands this

Agreement, and that each executes this Agreement freely and voluntarily, and without coercion. Each party understands that this is a legal contract and creates binding obligations.

Executed under seal this ____ day of _____, _____.

TRUST/LICENSOR:

The Battle Road Farm Condominium Trust

By a majority of the Board of Trustees:

By: _____
_____, Trustee
and not individually

By: _____
_____, Trustee
and not individually

By: _____
_____, Trustee
and not individually

By: _____
_____, Trustee
and not individually

By: _____
_____, Trustee
and not individually

Executed under seal this ____ day of _____, _____.

UNIT OWNER/LICENSEE:

By: _____

By: _____