

(SPACE ABOVE THIS LINE RESERVED FOR REGISTRY OF DEEDS USE)

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### **LICENSE AGREEMENT**

AGREEMENT made this 14<sup>th</sup> day of August, 2024, by and between **The Trustees of Reservations**, a charitable corporation established under Chapter 352 of the Acts of 1891, with a principal place of business at 200 High Street, 4<sup>th</sup> Floor, Boston, Massachusetts 02110 (hereinafter referred to as "TTOR"), and **Old Quarry LLC**, a Massachusetts limited liability company, with a principal place of business at 3 Trask Lane, Danvers, Massachusetts (hereinafter referred to as "Old Quarry");

WHEREAS, TTOR owns the real property situated off Atwater Avenue, in Manchester, more particularly described in a Deed from Mark B. Glovsky to it, dated March 24, 2015, and recorded with the Essex South District Registry of Deeds in Book 33998, Page 283, and land contiguous thereto for a total of 146 acres known as The Monoliths (hereinafter referred to as the "TTOR Property"); and

WHEREAS, Old Quarry owns the real property situated off Atwater Avenue, in said Manchester, more particularly described in a Deed dated July 14, 2022, and recorded with said Registry in Book 41065, Page 352 (hereinafter referred to as the "Old Quarry Property"); and

WHEREAS, Old Quarry desires to grant to TTOR and TTOR desires to obtain from Old Quarry rights over the Old Quarry Property; and

WHEREAS, the locations of the proposed rights are depicted on a plan entitled, "Trustees of Reservation License Plan", dated January 12, 2024 (hereinafter referred to as the "

License Plan”), a copy of which is attached hereto.

NOW, THEREFORE, in consideration of One Dollar (\$1.00), and other good and valuable consideration paid by each of the parties hereto to the other, the receipt and sufficiency of which is hereby acknowledged,

IT IS AGREED AS FOLLOWS:

1. Access Rights. Old Quarry grants to TTOR the right to use that portion of the Old Quarry Property shown as “Proposed 20’ Wide Access Area” on the License Plan for pedestrian, bicycle and vehicle access and egress by the general public to and from the TTOR Property and Atwater Avenue during the time between sunrise and sunset, in common with others now or hereafter lawfully entitled thereto (hereinafter the “Access Area”). In no event shall the Access Area be used for the parking of motor vehicles or otherwise obstructed by TTOR.
2. Parking Rights. Old Quarry grants to TTOR the right to use that portion of the Old Quarry Property shown as “Proposed 16-Motor Vehicle Parking Area” on the License Plan for the parking of motor vehicles and bicycles and for pedestrian and vehicular access and egress all by the general public to and from the TTOR Property during the time between sunrise and sunset, in common with others now or hereafter lawfully entitled thereto (hereinafter the “Parking Rights”).
3. Pedestrian and Bicycle Rights. Old Quarry grants to TTOR the right to use that portion of the Old Quarry Property shown as “Proposed 10’ Wide Access Area” on the License Plan for pedestrian and bicycle access and egress all by the general public to and from the area of the Parking Rights and the TTOR Property during the time between sunrise and sunset, in common with others now or hereafter lawfully entitled thereto (hereinafter the “Pedestrian and Bicycle Rights”).
4. Access Beyond Daylight Hours: Access to the Access Area, Proposed 16-Motor Vehicle Parking Area and Proposed 10’ Wide Access Area can extend to the hours beyond sunrise to sunset with permission from the Grantor. These access requests may be for maintenance or research purposes.
5. Signage: TTOR has the right to install trail signs and signage that state rules and regulations governing its use by the public along the Proposed 10’ Wide Access Area and within the Proposed 16-Motor Vehicle Parking Area.
6. Indemnification. TTOR agrees to indemnify and hold Old Quarry harmless from and against any and all costs, claims, expenses, damages (including personal injury and property damage) and liabilities of any nature whatsoever, resulting from TTOR’s exercise of rights granted hereunder, except to the extent that such costs, claims, expenses, damages and liabilities result from the acts of Old Quarry. Old Quarry agrees to indemnify and hold TTOR harmless from and against any and all costs, claims, expenses, damages (including personal injury and property damage) and liabilities of any nature whatsoever, resulting from Old Quarry’s exercise of rights and responsibilities granted hereunder, except to the extent that

such costs, claims, expenses, damages and liabilities result from the acts of TTOR.

7. Maintenance Responsibility. Old Quarry shall have the exclusive authority to improve and maintain the Access Area and Parking Area. TTOR shall have the sole responsibility for improving and maintaining the Proposed 10' Wide Access Area.
8. Revocation or Suspension of Rights. Old Quarry reserves the right to rescind or suspend the rights granted hereunder upon sixty (60) days written notice, mailed by certified mail to TTOR, addressed to the address provided herein or such other address as TTOR shall have designated by like notice to Old Quarry, addressed to the address provided herein.
9. Binding Effect. The rights granted herein shall inure to the benefit of, and be binding upon, as the case may be, the TTOR, the Old Quarry, and their respective successors and/or assigns. It is understood that the rights granted to the TTOR may be exercisable by its members, guests, and the general public.

[Signatures appear on following pages]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal on the day and year first above written.

by: K. Theoharides  
Kathleen A. Theoharides, President & CEO

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 19TH day of August, 2024, personally appeared Kathleen A. Theoharides, President and CEO of The Trustees of Reservations, proved to me through satisfactory evidence of identification, by showing me a copy of her identification, which was Mr. David's license, or personally known to me, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of The Trustees of Reservations.

[Signature]  
Notary Public

My Commission Expires:



MIMI HALL  
NOTARY PUBLIC  
Commonwealth of Massachusetts  
My Commission Expires  
December 6, 2030

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal on the day and year first above written.

Old Quarry, LLC

by: Michael Comb  
Michael J. Comb, Manager

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 23rd day of December, 2024, personally appeared Michael J. Comb, Manager of Old Quarry, LLC, proved to me through satisfactory evidence of identification, by showing me a copy of his identification, which was personally known to me, or personally known to me, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of Old Quarry, LLC.

Patricia L. Call  
Notary Public  
My Commission Expires: 6/5/31

