

**MASSACHUSETTS DEPARTMENT OF TRANSPORTATION**  
**LICENSE AGREEMENT # 10509.0-LIC-GR**

The **Massachusetts Department of Transportation**, a body politic and corporate and public instrumentality of the Commonwealth of Massachusetts, duly established and existing pursuant to Chapter 6C of the Massachusetts General Laws, as amended, with an address of Ten Park Plaza, Boston, Massachusetts 02116 (“MassDOT”), and **The Town of Lexington, Massachusetts**, a municipal corporation with an address of 1625 Massachusetts Avenue, Lexington, Massachusetts 02420 (the “Licensee”) (each, a “Party”; collectively, the “Parties”), enter into this License Agreement (the “License”), as of the ~~August~~ <sup>16<sup>th</sup></sup> day of ~~AUGUST~~ <sup>AUGUST</sup>, 201~~3~~ <sup>2</sup>, subject to the terms and conditions set forth below.

**1. Grant of License**

Subject to the terms and conditions set forth in this License; all applicable laws, ordinances, regulations, and permits; and any rights of third parties in and to the Licensed Area (as hereinafter defined) existing as of the date first above written, MassDOT grants to the Licensee, its officers, servants, agents, employees, and invitees the non-exclusive right and privilege, in common with others entitled thereto, to enter upon a certain portion of property under the ownership, care and control of MassDOT known as MassDOT’s District 4 Office, which portion of said property is further shown on the plan attached hereto as **Exhibit A** (the “Licensed Area”).

This License is granted to the Licensee for the following limited purposes (the “Permitted Uses”):

To install and maintain a UHF repeater system with a UHF antenna and a pair of 4.9 GHz microwave 2’ parabolic antennas on MassDOT’s existing 230’ self-supporting tower and installing radio equipment within the associated radio room all as shown on the plans attached hereto as **Exhibit B** (collectively, the “Equipment”) to be used exclusively by the Town of Lexington Fire Department.

The Licensee is strictly prohibited from using the Licensed Area for any other purpose or use not specifically set forth herein.

The Licensee shall have the right to locate and keep the Equipment on and within the Licensed Area in accordance with the terms hereof at all times during the Term of this License. Notwithstanding the foregoing, this License does not entitle the Licensee to perform any work on or with respect to the Equipment or otherwise permit Licensee to enter upon the Licensed Area for any purpose. Access to the Licensed Area by Licensee shall be subject to (a) the rules and regulations of MassDOT, (b) such special terms and conditions as may be set forth herein including, without limitation, the restrictions set forth in Section 2 below, and (c) all applicable laws, ordinances, regulations, and permits.

This License shall not be construed as creating or vesting in the Licensee any estate in the Licensed Area, but only the limited right and privilege of possession as herein described, and the Licensee shall have no right to require specific performance of the obligations of MassDOT hereunder.



Nothing in this License shall be construed for any purpose to create an agency or joint venture relationship between MassDOT and the Licensee.

Licensee shall be solely responsible for obtaining and paying for any and all licenses, permits or other approvals required to operate and maintain the Licensed Area for the Permitted Uses, or otherwise required, and for paying any and all costs, fees, expenses, taxes, assessments, and other charges, associated with the exercise of Licensee's rights under this License and its operations within the Licensed Area or due to its use or occupancy of the Licensed Area or the existence of this License, including, but not limited to, costs incurred by MassDOT for third party expenses.

MassDOT reserves the right for itself, its successors, assigns, contractors, subcontractors, tenants, licensees, employees, agents, invitees, and other designees to enter upon and use the Licensed Area for any purposes, at MassDOT's sole discretion. MassDOT further reserves the right to grant, at any time during the Term, leases, licenses or other rights to any third party to enter upon and use the Licensed Area for any purposes, at MassDOT's sole discretion, in a manner which does not unduly interfere with the Licensee's use and occupancy of the Licensed Area. If any use of the Licensed Area by such third party interferes with Licensee's use of the Licensed Area, MassDOT, upon written notice from Licensee, shall undertake to resolve such interference by the third party, if within the control of MassDOT.

In the event of a public health or safety emergency, as determined at the sole discretion of MassDOT, MassDOT reserves for itself, its employees, agents, servants, contractors, and/or subcontractors the right to enter upon the Licensed Area and undertake whatever action may be necessary, in MassDOT's sole discretion, to alleviate the emergency, including, but not limited to, requiring the temporary suspension or termination, without the notice otherwise required herein, of the Licensee's occupancy of the Licensed Area and the moving or removal of any or all property of Licensee's or its employees, contractors, servants, licensees, invitees and other third parties claiming by, through, or under Licensee.

## **2. Restrictions on Work and Use**

The Licensee is prohibited from performing any work, including, but not limited to, construction, installation, operation, repair, removal, or alteration within, upon, or affecting the Licensed Area without the prior written approval of the Director of MassDOT's Highway Division, District 4 or his/her designee and without obtaining a work permit from MassDOT.

The Licensee shall not interfere with (a) the safe and efficient use, operation, repair, and maintenance of the highways, drives, walkways, surface streets, sidewalks, utilities or other facilities, whether or not owned and operated by MassDOT, within or adjacent to the Licensed Area, (b) MassDOT's other operations in the vicinity of the Licensed Area, or (c) the rights of others from time to time, now or hereafter, also entitled to use and occupy the Licensed Area or adjacent property of MassDOT.

Licensee shall be prohibited from utilizing the Licensed Area for the display of graphic content of any kind.



The Licensee shall have no right to charge fees or otherwise obtain any revenue in connection with its use of the Licensed Area.

### **3. Term of License**

The term of this License (the “Term”) shall commence on the date hereof and continue until terminated in accordance with the terms hereof.

Either Party may terminate this License, without cause, by providing thirty (30) days’ prior written notice to the other Party. The Licensee shall be fully responsible for paying all costs and expenses reasonably incurred by MassDOT or Licensee and, to the extent permitted by law, shall indemnify and hold harmless MassDOT against all loss, cost, damage, or expense, if any, suffered by MassDOT by reason of the termination or revocation of this License by either Party.

Notwithstanding any provision of this License to the contrary, this License terminates immediately upon MassDOT entering into a binding agreement to sell, lease or grant an easement in or through the Licensed Area or a portion thereof, or if the Licensed Area or a portion thereof is taken by the right of eminent domain. In the event the Licensed Area or a portion thereof is substantially damaged by fire or other casualty, either Party may terminate this License immediately upon delivery of written notice to the other Party in accordance with Section 14 hereof.

Notwithstanding any provision of this License to the contrary, MassDOT may revoke this License without the notice otherwise required hereunder if MassDOT determines, in its sole discretion, that the Licensee’s use of the Licensed Area poses any risk or danger to the public or to MassDOT’s highways or other facilities within or near the Licensed Area, or otherwise interferes with the operation thereof.

Upon the expiration, termination, or revocation of this License, the Licensee shall promptly vacate and surrender the Licensed Area and remove all of its personal property from the Licensed Area. Any property not so removed shall, at the option of MassDOT and at the sole expense of the Licensee, either become the property of MassDOT or be removed by MassDOT and disposed of without any liability to MassDOT for such removal and disposition. The Licensee shall restore the Licensed Area to its original condition, reasonable wear and tear excepted, and shall repair any damage caused thereby, unless otherwise agreed to by MassDOT. Said restoration shall be subject to final inspection and approval by MassDOT.

### **4. Consideration**

The Parties execute this License in consideration of the mutual promises and covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

### **5. Licensed Area Unwarranted**

The Licensee acknowledges and agrees for itself and its contractors, subcontractors, officers, servants, agents, employees, representatives, and invitees that it accepts the Licensed Area in “as is”, “where is”, and “with all defects” condition; that MassDOT is under no obligation to make any



repairs, renovations, or alterations to the Licensed Area; that MassDOT has made no representations or warranties regarding the adequacy, operability, safety, or fitness of the Licensed Area for any particular purpose or use; and that MassDOT has made no representations that the Licensed Area complies with applicable laws, ordinances, rules, and regulations of government authorities. The Licensee further acknowledges and agrees that entry and activities upon the Licensed Area by the Licensee and its contractors, subcontractors, officers, servants, agents, employees, representatives, and invitees shall be at the sole risk and sole expense of the Licensee.

## **6. Installation, Maintenance and Operation of the Licensed Area**

The fabrication and installation of the Equipment and all inspections, maintenance and repairs thereof shall be performed at the Licensee's sole cost and expense by fully licensed and insured contractors acceptable to MassDOT. Except as otherwise expressly set forth herein, MassDOT shall incur no cost or expense in connection with this License. The Equipment shall be installed substantially in accordance with the plans attached hereto as **Exhibit B**.

During the construction and installation of the Equipment and at all times thereafter, the Licensee shall maintain the Equipment and the Licensed Area in a good, safe and clean condition and in an appearance and manner reasonably satisfactory to MassDOT. The Licensee's maintenance obligations hereunder shall include the obligation to perform any preventative maintenance necessary to maintain the Equipment and the Licensed Area in good condition and repair. Throughout the Term of the License, MassDOT shall have the right at any time to inspect the Equipment and the Licensed Area. The Licensee shall neither cause nor suffer any waste of the Licensed Area, nor shall Licensee cause or permit any unlawful conduct, unreasonable annoyance, or nuisance to exist or arise in the course of, or as a result of, the use of the Licensed Area.

The Licensee shall report any damage to or any deleterious or inadequate condition of the Equipment or the Licensed Area, and shall provide copies of any and all written reports produced in connection with the Equipment or the Licensed Area to MassDOT.

The Licensee shall pay and be responsible for the repair of any and all damage or breakage in or to the Equipment or the Licensed Area related to, arising out of, or in connection with the Licensee's use or occupancy of the Licensed Area, or any of the Licensee's activities under this License including, without limitation, resulting from the intentional acts or negligence of the Licensee or its officers, servants, agents, contractors, subcontractors, employees, representatives, licensees, or invitees. All repairs shall be made by the Licensee in a timely manner satisfactory to MassDOT.

The Licensee shall within a reasonable time period as determined by MassDOT for each instance, following receipt of written notice from MassDOT, remedy any violation of, or failure to comply with, any term or condition of this License or any deficiencies in appearance and/or condition of the Equipment or the Licensed Area as MassDOT may report to the Licensee. If the Licensee fails to respond to such notification within the time set forth in such notice, at MassDOT's option and in its sole discretion, MassDOT may either immediately terminate the License without the notice otherwise required hereunder, or make such reasonable repairs or cause such reasonable repairs to be made. The Licensee shall reimburse MassDOT for any and all reasonable costs incurred by MassDOT in making such repairs or causing such repairs to be made. Said reimbursement shall be



paid by the Licensee and received by MassDOT within thirty (30) days after written demand by MassDOT.

No action or direction of MassDOT shall be deemed to be the exercise of supervision or control over the Licensee's performance that is contrary to an independent contractor relationship.

## 7. Hazardous Materials and Emergencies

Without limiting any of Licensee's obligations under this License, the Licensee agrees that the Licensee shall not, nor permit its officers, agents, servants, employees, representatives, contractors, subcontractors, invitees, or any other third parties to use, generate, store, release or dispose of, at, in, on, under, about, or from the Licensed Area or any structures located thereon from any source whatsoever, or transport to or from the Licensed Area any hazardous wastes, toxic substances, or related materials ("hazardous materials") in any manner without express written authorization from MassDOT. For purposes of this Section, "hazardous materials" shall include, but not be limited to, substances defined as "hazardous materials," "hazardous substances," "hazardous waste," "toxic substances," "pollutants," or "contaminants" in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sec. 9601 *et seq.*; Hazardous Materials Transportation Act, as amended, 49 U.S.C. Sec. 1802 *et seq.*; and Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6903 *et seq.*; and/or applicable federal and Massachusetts law now or hereafter enacted including all other regulations and policies adopted or publications promulgated there under.

If oil, hazardous substances, and/or hazardous materials are present or are released into the environment in, on, under or around the Licensed Area as a result of the activities of the Licensee, then the Licensee shall be responsible for the containment of such oil, hazardous substances, and/or hazardous materials through the implementation of an "engineered measure" or other mechanism acceptable to the Massachusetts Department of Environmental Protection, provided however that nothing herein shall release the Licensor for liability on account of hazardous substances and/or hazardous materials that are present in the Licensed Area prior to the Licensees' first entry into the Licensed Area.

In the event of any release of oil or hazardous material or any other emergency within or from the Licensed Area, in addition to providing any regulatory notice required by any local, state or federal law or regulation, the Licensee shall provide notice of any such release or other emergency to MassDOT as soon as practicable thereafter, but not more than three (3) hours following any such release or emergency. Notice shall be given orally by telephone to MassDOT's Operations Control Center at (617) 946-3150. In the case of a release or other environmental emergency, notice also must be given in writing within twelve (12) hours, deposited in the United States mail, certified, return receipt requested, postage prepaid, in addition to the addresses set forth in **Section 14** below for notices to MassDOT, to the following addresses:

Massachusetts Department of Transportation  
State Transportation Building  
10 Park Plaza, Suite 4160  
Boston, MA 02116



Attn: Chief Engineer

and to:

Massachusetts Department of Transportation  
State Transportation Building  
10 Park Plaza, Suite 4260  
Boston, MA 02116  
Attn: Director of Environmental Services

## **8. Utilities**

MassDOT shall have no obligation to provide utility services for Licensee's use of the Licensed Area. In no event shall MassDOT be responsible for any costs associated with the Licensee's installation, upkeep, or use of utilities within or near the Licensed Area. In the event MassDOT pays any costs related to the use of utilities by the Licensee, the Licensee shall reimburse MassDOT within thirty (30) days of receipt of a written demand from MassDOT for such reimbursement. The Licensee shall, at its own cost, use best efforts to obtain a separate meter for any and all utilities used by it in, on, or relating to the Licensed Area. Obtaining adequate utilities shall be the sole responsibility of the Licensee. Whether or not utilities are separately metered, the Licensee hereby waives any rights it might otherwise have to bring a claim against MassDOT with respect to any deficiencies in the provision or adequacy of available utilities in or at the Licensed Area. Without limiting the generality of the forgoing, the Licensee acknowledges and agrees that MassDOT shall be under no obligation to provide a back up generator (or reserve supply of electricity or power or other utilities) for the Licensee's activities and equipment in the Licensed Area. Notwithstanding anything provided herein to the contrary, if utilities cannot be separately metered and are provided to Licensee through MassDOT, MassDOT shall never be liable for any interruption.

## **9. Indemnification**

To the extent permitted by law, the Licensee shall indemnify, defend and hold harmless MassDOT, including its board members, officers, agents, servants, contractors, subcontractors, employees, tenants, licensees, and invitees, from and against any and all claims, third party claims, liabilities, losses, damages, penalties, fines, forfeitures, demands, causes of action, suits, judgments, costs, and expenses (including, but not limited to, attorneys' fees and costs of litigation), excepting for any such liability arising solely out of the gross negligence or intentional misconduct of MassDOT, its officers, agents, employees, or contractors, acting within the scope of their agency or employment, relating to or arising out of (1) any default or breach by Tenant under this License, or (2) any accident, injury, loss death or damage whatsoever of or to any person (including, without limitation, bodily injury, personal injury, and pecuniary injury), or of or to the property of any person, occurring in or about the Licensed Area and related to, arising out of, or in connection with (a) the Licensee's use or occupancy of the Licensed Area, or any of Licensee's activities under this License in any way, including, without limitation, environmental contamination or the release or threat of release of oil, hazardous waste, or hazardous materials; (b) the acts, omissions, or negligence, directly or indirectly, of the Licensee, its officers, directors, partners, owners, contractors, representatives,



invitees, employees, agents, servants, subcontractors, or by any other person acting for or by permission of the Licensee; or (c) the exercise of any right or privilege hereby granted.

The indemnification obligations set forth in this License shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Licensee, its officers, employees, representatives, agents, contractors, subcontractors, servants, licensees, and invitees, or by any other person acting for or by permission of the Licensee; provided however that nothing herein is intended to waive the Licensee's defenses and the limitations of liability accorded to the Licensee under the Massachusetts Tort Claims Act, G. L. c. 258. MassDOT shall have full control over how any claims against MassDOT in relation to this License are defended, including settlement thereof. The indemnification obligation(s) under this Section shall survive the revocation, expiration or termination of this License.

## 10. Insurance

Throughout the Term of the License, the Licensee shall purchase and maintain, and shall cause any of its contractors that will enter upon the Licensed Area to purchase and maintain, adequate insurance coverage for the benefit of MassDOT, which coverage shall meet the following minimum requirements:

- A. Commercial general liability insurance with combined limits for bodily injury and property damage liability of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Such insurance shall apply to (i) liability arising out of the negligent acts, omissions or other activities of the Licensee and its contractor(s) and their respective employees, agents, contractors, subcontractors, representatives and any other party for whom the Licensee or its contractor(s) is legally responsible; (ii) liability assumed under contract; and (iii) liability imputed to the Licensee or its contractor(s) through the activities of independent contractors. Coverage shall be written on an occurrence basis and shall include but not be limited to:

- Products and completed operations hazard
- Contractual liability covering this contract
- Personal Injury coverage
- Property damage
- Coverage for the so-called "x, c, u hazards", i.e., collapse of buildings, and damage to underground property.

- B. Massachusetts worker's compensation insurance in compliance with applicable federal and Massachusetts law and employer's liability insurance with limits of not less than \$500,000 per occurrence for all persons to be employed by the Licensee and its contractor(s). Notwithstanding any provision of this License to the contrary, Licensee may satisfy the foregoing worker's compensation insurance requirement by means of self-insurance which shall respond as though such self-insurance coverage were provided by a third party insurer.
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles in accordance with applicable laws, including without limitation, the automobile insurance laws of the Commonwealth of Massachusetts and of the state(s) in which the Licensee and its



contractor(s) maintain their respective principal places of business, with limits of not less than \$1,000,000 combined single limits for bodily injury and property damage liability. Coverage shall be written on a per accident basis.

- D. Excess General Liability coverage, providing excess coverage over the above named primary policies. Coverage shall be written on an occurrence basis with limits of not less than \$1,000,000 combined single limit. The coverage provided by the policy shall afford coverage that is no less broad than the underlying policies.
- E. Such additional or different coverages and/or coverage amounts as MassDOT may reasonably require from time to time while this License is in effect, or as may be required pursuant to applicable law.
- F. General
  - a. Certificates of Insurance evidencing all insurance policies specified above shall be submitted to MassDOT prior to MassDOT's execution of this License, which certificates shall be attached hereto as **Exhibit C**, and within thirty (30) days prior to the expiration of any such insurance. Licensee's contractor(s) performing work or conducting activities under this License shall submit certificates of insurance within 10 days of the award of their subject contract or license. Such Certificates shall provide that MassDOT will be given 30 days notice of cancellation or non-renewal of any of the specified policies. Certificates shall be addressed to MassDOT. MassDOT is entitled to rely upon the information provided in the certificate and Licensee is responsible for the accuracy and validity of such information. Licensee agrees that, if any certificate of insurance required hereunder does not conform with the requirements set forth in this Section 10.F.a., Licensee must provide MassDOT with an endorsement demonstrating the specified additional insured status or other evidence satisfactory to MassDOT.
  - b. All insurance to be provided hereunder shall be with insurance companies licensed or approved by the Commonwealth of Massachusetts and shall have a Best's Rating of not less than "A-minus", Financial Size Code IX.
  - c. Except for Workers' Compensation insurance policies, all insurance policies specified above shall name MassDOT, and any bond trustees of MassDOT of which Licensee is given notice, as additional insureds. This provision must be specifically stated on the certificate of insurance evidencing such coverage.
  - d. All required insurance policies must waive the insurer's rights of subrogation against MassDOT, and any of MassDOT's bond trustees of which Licensee is given notice. This provision must be specifically stated as applying to each required insurance policy on the certificate of insurance evidencing such coverage.
  - e. If requested by MassDOT in writing, the Licensee shall furnish certified copies of the aforementioned policies to MassDOT's designated representative.
  - f. All insurance maintained by the Licensee and/or its contractor(s) shall provide that insurance for the benefit of MassDOT shall be primary and non-contributory. This provision must be specifically stated as applying to each required insurance policy on the certificate of insurance evidencing such coverage.



The Licensee hereby releases from all responsibility, and waives any rights of recovery against, MassDOT and its respective board members, officers, agents, attorneys, servants, employees, successors, assigns and representatives, tenants, subtenants, contractors, subcontractors, licensees, invitees, bond trustees and mortgagees for damage to Licensee's property. The Licensee shall cause any of its contractors that will enter upon the Licensed Area and conduct activities pursuant to this License to provide the same release and waiver prior to their entry upon or use of the Licensed Area pursuant to this License.

#### **11. Qualifications and Compliance with Applicable Laws**

The Licensee covenants that it is qualified to occupy and use the Licensed Area for the Permitted Uses and has obtained all requisite approvals, licenses, permits, and the like for such Permitted Uses. The Licensee shall provide MassDOT with a copy of all such approvals, licenses, permits, or the like, which are attached hereto as **Exhibit D** and incorporated by reference herein.

Throughout the Term of this License, the Licensee shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, by-laws, and permits, which in any manner affect this License and/or apply to the Licensed Area and its use and/or those engaged or employed by the Licensee. Without limiting any other indemnity obligations in this License, the Licensee shall, to the extent permitted by law, indemnify, defend, and hold harmless MassDOT, its members, officers, employees, contractors, subcontractors, agents, and representatives from all fines, penalties, and liabilities imposed on MassDOT under any such laws, rules, and regulations, when the imposition of same is attributable to the failure of the Licensee to keep fully informed and to comply with the Licensee's obligations in this regard.

#### **12. Transfer and Assignment**

The Licensee shall not mortgage, sublicense, sublet, transfer, or assign any of its rights or interests in the Licensed Area herein, nor shall the Licensee record this License, without the prior written approval of MassDOT. Notwithstanding the foregoing, nothing in this Section 12 or this License shall be construed to prevent the Licensee from entering into contracts or other agreements with third parties for the operation, management, and maintenance of the Licensed Area for the benefit of the Licensee, but, notwithstanding any such contracts or other agreements, the Licensee shall remain solely liable to MassDOT for the fulfillment of its obligations under this License. Licensee shall not enter into any such contracts or other agreements unless the same, by their terms, are expressly made subject to all of the terms and conditions of this License. The Licensee shall be wholly responsible for any and all actions of third parties under any such contracts or other agreements, and the Licensee shall, to the extent permitted by law, indemnify, defend, and hold harmless MassDOT in the event of any dispute arising out of any such contracts or other agreements.

This License and the Term hereof shall not be affected by the dissolution or reorganization of MassDOT, or any transfer or assignment of the Licensed Area or any portion thereof to the Commonwealth or to any other successor in interest of MassDOT, but this License and the rights, privileges and obligations created hereby shall continue in effect, notwithstanding any such dissolution or transfer, and the rights and obligations of MassDOT hereunder shall be assumed by







Telephone: (617) 973-7810  
Facsimile: (617) 973-8033

To Licensee:           Town of Lexington  
                              Town Office Building  
                              1625 Massachusetts Avenue  
                              Lexington, MA 02420  
                              ATTN: Town Manager

Telephone:   (781)-862-0500 x. 296  
Facsimile:   (781) 861-2921

MassDOT and the Licensee shall, at any time and from time to time, specify any changes to its proper legal name, address, or point of contact for purposes of this License, giving twenty-four (24) hours written notice thereof to the other Party.

**15. Amendments**

No amendment to this License shall be effective unless it is in writing and signed by duly authorized representatives of both Parties. Any such duly executed amendment shall be incorporated into and made a part of this License.

**16. Authorization**

The Licensee and MassDOT each represents that it has taken all necessary actions to enter into this License and that the person signing below has been authorized to do so on its behalf.

**17. Choice of Law**

This License has been made in, and shall be construed under and governed by the laws of the Commonwealth of Massachusetts, notwithstanding any countervailing choice of law principles that might otherwise apply. The Parties agree to commence any action arising to which the Licensee and MassDOT are parties in the Superior Court Department of the Trial Court, Suffolk County, unless requirements of jurisdiction or venue require resort to a different forum, provided, however, that in no event may resort be had to a court outside the Commonwealth of Massachusetts, Suffolk County. The provisions of this section do not limit the ability of either Party to intervene in any action, wherever pending, to which the other is a party.

**18. Headings and Interpretations**

The headings used herein are for reference and convenience only and shall not be a factor in the interpretation of this License. All terms contained herein shall be construed, whenever the context



of this License so requires, so that the singular number shall include the plural, and the plural the singular, and the use of any gender shall include all genders.

**19. Final Expression**

The terms of this License are intended by the Parties as a final expression of their agreement and such terms may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. No extrinsic evidence may be introduced in any dispute concerning this License.

**20. Waiver**

The obligations and conditions imposed by this License can be waived only by written agreement. The waiver of any breach of these conditions shall not be construed to be a continuing waiver of any subsequent breach.

**21. Severability**

If any part of this License is declared or found to be illegal, void, or unenforceable, then both Parties shall be relieved of all obligations under that provision. The remainder of this License shall be enforced to the fullest extent permitted by law.

**22. Exhibits**

The following exhibits indicated below are attached hereto and incorporated by reference herein and are made a part of this License for all purposes:

- Exhibit A – Plan of Licensed Area
- Exhibit B - Equipment Plans
- Exhibit C – Insurance Certificates
- Exhibit D – Licenses, Permits, and Approvals

*[Signature page follows.]*



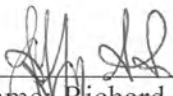
IN WITNESS WHEREOF, MassDOT and the Licensee have caused this License to be executed by their duly authorized officers as of the date first above written.

**MASSDOT:**

**LICENSEE:**

**MASSACHUSETTS DEPARTMENT OF**

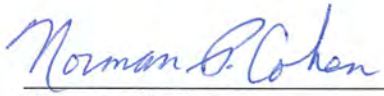
**THE TOWN OF LEXINGTON**

  
Name: ~~Richard A. Davey~~ JEFFREY A. SIMON  
Title: ~~Secretary and Chief Executive Officer~~  
ASST. SECRETARY

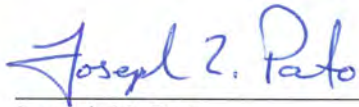
By Its Board of Selectmen:

  
Deborah N. Mauger, Chairman

  
Peter C. J. Kelley

  
Norman P. Cohen

  
Hank Manz

  
Joseph N. Pato





**EXHIBIT A**  
**PLAN OF LICENSED AREA**





Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

**Legend**

-  Radio Tower
-  Radio Room

**Town of Lexington  
519 Appleton ST Arlington, MA**

MAP FOR REFERENCE ONLY  
NOT A LEGAL DOCUMENT  
The Town of Lexington makes no claims and no warranties, concerning the validity, expressed or implied, of the accuracy of the GIS data presented on this map.  
Version Date as of 7/7/2013  
DATASOURCE  
TOWN OF LEXINGTON  
Compiled By:  
Judy Seppala  
GIS / Database Administrator  
IT Dept., Town Of Lexington







Sources: Esri, DeLorme, NAVTEQ, TomTom, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), Swisstopo, and the GIS User Community

MAP FOR REFERENCE ONLY  
 NOT A LEGAL DOCUMENT  
 The Town of Lexington makes no claims and no warranties, concerning the validity, accuracy, or completeness of any GIS data presented on this map.  
 Vision Data as of 3/20/2013  
 DATASOURCE  
 TOWN OF LEXINGTON  
 Compiled By:  
 Judy Seppala  
 IT Dept  
 Town Of Lexington



**TOWN OF LEXINGTON**  
**519 Appleton Street, Arlington, MA**

Date: 6/24/2013



**EXHIBIT B**  
**EQUIPMENT PLANS**



# HD SERIES™ HIGH PERFORMANCE DISH ANTENNA

## HDDA5W



### 4900 TO 5875 MHZ HIGH PERFORMANCE DISH ANTENNA

The new HD Series dish antennas offered by Laird Technologies offer the system engineer the best performance available on the market. The antennas meet ETSI EN 302.326-3 DN1-DN5 and EN 300 833 Class 1 specifications, the most stringent specifications for point to point backhaul antennas. The unique feed system is available in a single polarization version which can be mounted for either vertical or horizontal polarization. There is also a dual polarized version available for those systems which can utilize dual polarization to increase bandwidth or implement diversity. An optional fiberglass radome is available for added environmental protection.

#### FEATURES

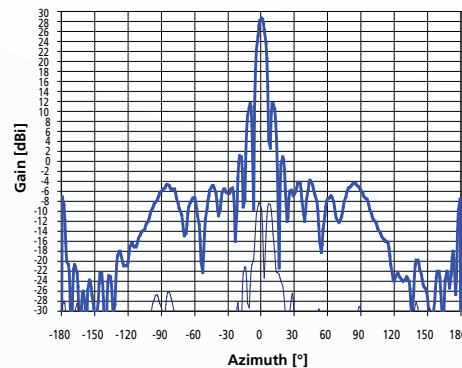
- Wide band operation
- Vertically or horizontally polarized
- Dual horizontal / vertical and dual-slant polarity models available
- Ultralow sidelobes, meets ETSI standards
- Extremely rugged for long service life in extreme environments

#### MARKETS

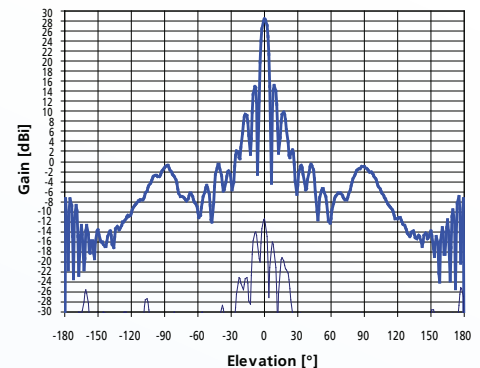
- 802.11 applications
- OFDM systems
- MIMO systems
- Cellular backhaul
- Point-to-point backhaul
- Public safety communications

#### TYPICAL ANTENNA PATTERNS

5.7GHz H-Plane



5.7GHz E-Plane



#### global solutions: local support.™

Americas: +1.847.839.6907  
IAS-AmericasEastSales@lairdtech.com

Europe: +1.32.80.7866.12  
IAS-EUSales@lairdtech.com

Asia: +1.65.6.243.8022  
IAS-AsiaSales@lairdtech.com

[www.lairdtech.com](http://www.lairdtech.com)

# HD SERIES™ HIGH PERFORMANCE DISH ANTENNA

## HDDA5W

### SPECIFICATIONS

PARAMETER	MIN	TYP	MAX	UNITS
Frequency range (single pol.)	4900		5875	MHz
Frequency range (dual pol.)	4940		5875	MHz
VSWR (single pol.)		1.5:1		
VSWR (dual pol.)		1.8:1		
Impedance		50		OHM
Cross-pol suppression		>30		dB
Sidelobes	ETSI EN 302.326-3 DN1-DN5, ETSI EN 300.833 class 1			
Port-to-port isolation (dual pol.)		>30		dB
Input power			100	W
Mechanical downtilt			30	deg
Pole diameter (OD)	2" (50)		4" (101.6)	inch (mm)
Operating temperature	-40		+70	deg C

PARAMETER	HDDA5W-29-xx	HDDA5W-32-xx
Gain	29dBi	32dBi
Beamwidth	6°	4°
Front-to-back	>32dB	>38dB
Weight	8kg	10kg
Dimensions (diameter)	25.5 (648mm)	36.5 (927mm)

### SYSTEM ORDERING

HDDA5W-29-SP	29 dBi single polarity
HDDA5W-29-DP2	29 dBi dual polarity
HDDA5W-32-SP	32 dBi single polarity
HDDA5W-32-DP2	32 dBi dual polarity

### NOTES

- All shipments F.O.B. Schaumburg, IL 60173

### WIND LOADING (LBS.)

MODEL	100MPH	125MPH
HDDA5W-29	113	177
HDDA5W-29 with Radome	75	116
HDDA5W-32	256	400
HDDA5W-32 with Radome	111	174



### ANT-DS-HDDA5W 1010

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**EXHIBIT C**  
**CERTIFICATES OF INSURANCE**

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

6/11/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>Knapp, Schenck &amp; Company Insurance Agency, Inc.</b> 137 Lewis Wharf Boston, MA 02110	CONTACT NAME:		INSURER(S) AFFORDING COVERAGE		NAIC #
	PHONE (A/C, No, Ext): <b>(617) 742-3366</b>		FAX (A/C, No): <b>(617) 742-2832</b>		
E-MAIL ADDRESS:					
INSURER A : <b>Argonaut Insurance Company</b>					
INSURER B : <b>Midwest Employers Casualty Company</b>					
INSURER C :					
INSURER D :					
INSURER E :					
INSURER F :					

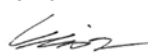
**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> GENERAL LIABILITY	X	X	MGL700073601	7/1/2012	7/1/2013	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY	X	X	MBA700073601	7/1/2012	7/1/2013	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS							\$
A	<input type="checkbox"/> UMBRELLA LIAB	X	X	MXS700073601	7/1/2012	7/1/2013	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE	\$ 1,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$							\$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	X	EWC008342	7/1/2012	7/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							
	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N						E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
**MassDOT** and its respective board members, officers, agents, attorneys, servants, employees, successors, assigns and representative, tenants, subtenants, contractors, subcontractors, licensees, invitees, bond trustees and mortgagees to subject property are additional insured, and the policies contain a waiver or rights of recovery where required by a written contract or agreement. This insurance is primary and non-contributory.

**CERTIFICATE HOLDER****CANCELLATION**

<b>Massachusetts Department of Transportation</b> 10 Park Plaza, Suite 4160 Boston, MA 02116	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



**EXHIBIT D**

**REQUIRED LICENSES, PERMITS, AND APPROVALS**



Deval L. Patrick, Governor  
Timothy P. Murray, Lt. Governor  
Richard A. Dovey, Secretary & CEO  
Frank DePaola, Administrator



PERMIT - ARLINGTON  
Radio Equipment and Antenna

Permit #: 4-2012-0288

**Subject to all the terms, conditions, and restrictions printed or written below, permission is hereby granted to the TOWN OF LEXINGTON FIRE DEPARTMENT to enter upon the State Highway property known as MassDOT's District 4 Office for the purpose of installing a UHF repeater system with a UHF antenna and a pair of 4.9 GHz microwave 2' parabolic antennas on the 230' Self Supporting Tower and installing radio equipment within the associated radio room as per the submitted documents on file in the District Four Permit Office including the report titled "Structural Analysis Report for Mass Highway Arlington, 230' Self Supporting Tower, prepared for Radio Solutions, Inc." by Hudson Design Group LLC and stamped by a Commonwealth of Massachusetts Registered Professional Engineer dated August 16, 2012.**

**All future maintenance of all equipment installed under this permit shall be the responsibility of the Grantee.**

**WORK HOURS: 8:00 A.M. thru 4:30 P.M. Monday thru Friday.**

**The Grantee shall contact Richard Moloney, Highway Operations, MassDOT Boston Office (7:30 AM to 4:00 PM Monday through Friday) at 617.973.7049, two (2) working days prior to the start of work.**

**The Grantee shall notify the District Permit Office at 781.641.8451, two (2) working days prior to the start of work. No work shall be authorized without said notification.**

**The Contractor is responsible to ensure that all contractor personnel, including all subcontractors, working on the project are issued and are wearing all necessary personal protective safety equipment while working within the project limits. This equipment shall include, as a minimum, a hardhat and a safety vest, regardless of the type of work being performed. Other safety equipment shall be added as required to perform the work in which they are engaged and in accordance with all local, state and federal requirements in effect.**

**A copy of this permit must be on the job site at all times for inspection. Failure to have this permit available will result in suspension of the rights granted by this permit until such permit is made available.**



**The Completion of Work Form shall be sent to the Grantor as soon as possible after the completion of the physical work.**

No work shall be done under the terms of this permit on Saturdays, Sundays or Holidays.

This permit is issued with the stipulation that it may be modified or revoked at any time at the discretion of the District Four Highway Director or an authorized Representative without rendering said Department or the Commonwealth of Massachusetts liable in any way.

The Grantee shall indemnify and hold harmless the Commonwealth and its Highway Division against all suits, claims or liability of every name and nature arising at any time out of or in consequence of the acts of the Grantee in the performance of the work covered by this permit and or failure to comply with terms and conditions of the permit whether by themselves or their employees or subcontractors.

**APPLICANT'S REPRESENTATIVE: John Fleck**

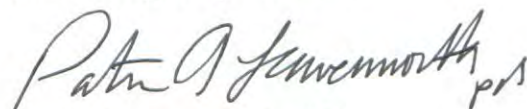
**TELEPHONE NUMBER: (781) 862-0272**

**The Permit shall be void unless the work herein contemplated shall have been completed before August 24, 2013.**

**Dated at Arlington this 24th day of August, 2012.**

**MassDOT - Highway Division,**

**By**

A handwritten signature in cursive script that reads "Patricia A. Leavenworth" followed by a small "P.E." to the right.

**Patricia A. Leavenworth, P.E.**

**District Highway Director**

# **Radio Solutions, Inc.**

70 Accord Park Drive, Norwell, MA 02061 Tel: 781-331-1008 Fax: 781-561-7770

Lexington Fire Department  
Lexington, MA

## Lexington Fire Department Radio Repeater Equipment for the Proposed Tower Site

### System Description:

Lexington Fire Department is looking to install a UHF repeater system with a UHF antenna and a pair of 4.9GHz microwave 2' parabolic antennas on the tower structure.

The repeater will operate on 482.0875 / 485.0875 MHz frequency with a 100W transmitter and expected 100W ERP. The repeater has a pass-notch duplexer. Alternatively, Lexington FD may decide to utilize the site as a receive-only site.

The repeater and the accompanying networking equipment require a single 110V / 20 A circuit. Projected average power consumption is under 200Wh.

Equipment cabinet is fully enclosed with dimensions of 42"Hx23"Wx25"D.

Microwave radios operate on 4.9 GHz public safety spectrum. Microwave antennas will be a parabolic ("dish") with 2' diameter and a radome cover. The microwave antennas shall be mounted as high as possible on the tower to secure line of sight to Jean Rd water tank. Antenna spec sheet attached (typical antenna).

UHF Antenna, model ANT450D6-9 by Telewave (spec sheet attached). 7/8" antenna line shall be run from the antenna to the equipment inside the shelter. Antenna is to be mounted as high as possible on the tower. Consideration shall be given to any existing UHF antennas to prevent mutual interference.

Please let us know if you need additional information or if you have any questions.

Admir Surkovic  
Systems Engineer

