

LICENSE AGREEMENT

This LICENSE AGREEMENT ("**LICENSE**"), is made as of the 16th day of October, 2014 by and between the **CITY OF DOVER, NEW HAMPSHIRE**, a New Hampshire municipal corporation having offices at 288 Central Avenue, Dover, New Hampshire 03820 ("**City**"), and **44 PORTLAND AVE, LLC, a New Hampshire limited liability company** with an address of 42 J Dover Point Road, Dover, New Hampshire 03820 ("**Licensee**").

RECITALS

A. The City is the owner of a certain parcel in the City of Dover, County of Strafford, State of New Hampshire (the "**City Parcel**" or "**Parcel**"), being more particularly shown as Map 25 Lot 95 currently utilized as a forty-five (45) space parking lot, as shown on a certain plan entitled "Proposed Striping & Signage Plan prepared for Changing Places, LLC Tax Map 29, Lot No. 104, Portland Avenue and School Street, City of Dover, County of Strafford, State of New Hampshire"; dated: May 22, 2014, revised through September 22, 2014; scale: 1"=20'; prepared by: McEneaney Survey Associates, Inc. (the "**Plan**"), which Plan is attached hereto as Schedule A and made a part hereof.

B. Licensee is the pending owner of a certain lot or parcel of land off of Portland Avenue in the City of Dover, County of Strafford and State of New Hampshire, depicted on the Plan, and being further designated by the City of Dover as Tax Map 25, Lot 104 (the "**Licensee's Parcel**"), to be acquired from Robert S. Mairs with a closing anticipated in November 2014. Should the Licensee not close on the Licensee's Parcel on or before January 31 2015, this License Agreement shall automatically terminate.

C. On October 14, 2014, the Planning Board for the City of Dover, New Hampshire Approved the Licensee's Site Plan prepared by McEneaney Survey Associates for the development of a mixed-use building (the "**Project**") on the Licensee's Parcel.

D. Licensee requests a license upon, over, and across the City Parcel for the benefit of Licensee's Parcel in order to park motor vehicles, provide landscaping and pass and re-pass, and the City agrees to issue such license pursuant to the terms and conditions as more fully set forth in this License.

LICENSE

Now therefore, in consideration of the mutual covenants herein set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City grants the following to the Licensee:

1. **License.** The City hereby grants to Licensee, and Licensee accepts from the City, a license over the City Parcel, as depicted on the Plan, to park up to twenty-six (26) motor vehicles, to enhance the landscaping, and to pass and re-pass over the City Parcel pursuant to the terms set forth herein.

The rights granted with this License pertain solely to the parking of up to twenty-six (26) motor vehicles, as designated as spaces YC 1-26 on the Plan, on the surface of the City Parcel as well as the related rights to drive, walk, and/or stand upon and across the City Parcel, and to plant vegetation; introduce and maintain wiring and lighting; introduce and maintain drainage; introduce and maintain irrigation piping; place curbing, brick, cobble, asphalt, or other paving surface in and upon the Parcel. The rights do not extend to the air rights above the City Parcel with the exception of those needed for the parking of motor vehicles. The rights also do not extend to any below-ground areas, utilities, wires, pipes, lines or other services, but for drainage, wiring necessary for the electrification of lighting, and irrigation piping necessary to provide water to vegetation beds. The City maintains the right to access said below ground areas and/or utilities through the Parking Area as necessary. In the event that the City requires access to those utilities, it shall repair and replace the land surface, paving, pavement marking, and any drainage or electrical wiring to its prior condition, at its cost. The City also retains any and all rights with respect to the use of the surface of the remaining twenty-six (26) parking spaces within the City Parcel.

The Licensee shall be permitted to allow principals of the company, owners, employees, agents, tenants, guests, invitees, and assigns of the owners and/or principals together with any owner of any condominium/subdivision of the building together with their occupants, employees, agents, guests, and/or tenants of the Parcel to utilize the City Parcel for the parking of lawfully registered motor vehicles in the designated spaces consistent with this License and subject to the applicable ordinances, regulations and laws governing the parking of motor vehicles on the City's public ways.

Furthermore, the Licensee shall be granted license and be permitted to lay and maintain utility wires under City Parcel as is necessary to operate its mixed use buildings together with storm water management infrastructure necessary for proper site drainage. The Licensee shall cooperate with the City regarding scheduling any necessary installation and maintenance under City Parcel and shall be responsible for repairing and replacing lot to the condition it existed to prior to said installation and/or maintenance.

Finally, in exchange for the issuance of the license, the Licensee shall construct pavement improvements, seal coating, and the installation of bollards and additional lighting on the City Parcel at its own expense, as shown on the Plan. The parking on the City Parcel shall be increased from forty-five (45) parking spaces to fifty-two (52) parking spaces. Twenty-six (26)

of the fifty-two (52) spaces shall be controlled by the City and publicly available consistent with the City's parking program. The Licensee will stripe its twenty-six (26) parking spaces in yellow and the remaining City spaces in white and shall restripe said spaces as needed over the term of this License. Vehicles parked on the City Parcel without displaying the appropriate permit or authorization may be ticketed and/or towed by the City consistent with its parking program. Monthly, the Licensee shall be charged the Development Required Permit rate in the fee schedule, for each of its twenty-six (26) parking spots, which is currently twenty dollars (\$20) per space/month, but may change over time. Payment shall be made monthly, due the 1st of each month, or other agreed upon payment schedule, for each of the parking permits through the City of Dover's Parking Bureau office.

2. **Term.** The term of this License is for twenty-five (25) years beginning upon the issuance of the first Certificate of Occupancy for the approved site plan. Certificate of Occupancy shall not be issued until the parking lot upgrades/expansions have been completed, as per the approved Plan. At the end of said period, the Licensee shall have the right to renew the license for an additional term of twenty-five (25) years upon the same basic terms and conditions, with reasonable accommodation made at the time of renewal, by both parties.

Written notice of renewal shall be sent by the Licensee to the City twelve (12) months prior to the renewal, otherwise said right of renewal shall expire." During the term of this agreement, if the Dover City Council approves the financing/construction of parking infrastructure on the City Parcel, including but not limited to a parking deck or structure, the City shall have the right to terminate this agreement, but shall be obligated to provide the Licensee twenty-six (26) permits within the new infrastructure and to take over snow/ice removal for the remaining term of the agreement.

3. **Maintenance.** Licensee shall maintain and keep the City Parcel in a good state of repair, and shall repair any damage, which endangers public safety, as a result of Licensee's exercise of its rights hereunder. The City shall have the right, but not the obligation, to provide written notice to the Licensee requiring that it address any condition which endangers public safety. Licensee shall be responsible for all snow and ice removal/treatment in the City Parcel and shall be responsible for the maintenance of all improvements in the City Parcel in a manner consistent with the City's maintenance of other similarly-situated parking lots. At no time shall snow/ice be stored within the City spaces, or block access to the City spaces. The City shall be responsible for the clearing of snow and ice on Portland Avenue up to and along the City Parcel, but not within the City Parcel. Prior to issuance of a Certificate of Occupancy for the project on Map 25, lot 104, the Licensee shall repave the City Parcel and re-stripe the spaces within the City Parcel, consistent with the proposed parking layout in the Plan.

Annually, the Licensee, a representative of the Parking Bureau, and other City staff as needed, shall meet at the City Parcel and assess the need for restriping or other maintenance actions. The parties shall work in good faith to agree what actions are necessary and the Licensee will thereafter undertake any necessary actions and bear the cost for them. Any required actions, which result from the annual discussion will be memorialized in written form within seventy-two (72) hours of said annual meeting.

4. **Indemnification.** Licensee shall indemnify the City against claims and demands for damages to person or property, costs, expenses (including reasonable attorneys' fees and costs), arising from Licensee's exercise of its rights and the performance of its duties and obligations hereunder, except if caused by the negligence or misconduct of the City, its agents, contractors, subcontractors and/or employees. Notwithstanding any provision contained in this License to the contrary, no member, manager, officer, or employee of Licensee shall have any personal liability hereunder.

5. **Transferability and Assignment.** This License is transferable or assignable, in whole, to subsequent owners, of the Licensee's Parcel. This License is not otherwise transferable or assignable, in whole or in part, without the written consent of the City. Any person or entity to which the License is transferred or assigned shall assume the rights and responsibilities of the "Licensee" under the terms of this License, and shall execute any and all instruments required by the City affirming the same, including a new License. Any such new license shall contain the same terms and provisions as the original license. Notice of any/all transfers or assignments must be provided to the City in writing within ten (10) business days.

6. **Notice.** Any notice required to be given under this License shall be in writing, and shall be deemed properly served if delivered in person, or by overnight mail by a commercially recognized carrier, or on the third (3rd) day after deposit in the United States mail, as certified or registered mail, return receipt requested, postage prepaid, and sent as follows:

If to Licensee, at: 44 Portland Ave, LLC
 42J Dover Point Road
 Dover, NH 03820

And if to the City, at: City of Dover
 288 Central Avenue
 Dover, NH 03820
 Attention: City Manager

8. **Governing Law.** This License shall be governed and construed in accordance with the laws of the State of New Hampshire.

9. **Sign Restrictions; Other Improvements.** The Licensee shall be able to place directional signs in the City Parcel to designate traffic flow in the City Parcel. Any and all such signs and sign locations are subject to the advance written approval of the City of Dover through its City Manager or designee. The Licensee shall be able to place signs around its designated spaces to denote its rights and interests in the City Parcel and/or to prohibit the parking of other motor vehicles in the Parking Areas. The City shall have no obligation to enforce any parking prohibitions or restrictions. The Licensee shall refrain from the use of Electronic Message Centers, electronic reader boards, electronic changeable copy signs or similar electronic technology for any/all signage on City property. The Licensee shall likewise obtain advance written approval from the City for any other improvements to, in or placed upon the City Parcel. Upon termination, in whole or in part, of this License, the City shall, at its sole cost and expense,

remove any and all applicable signage and any other improvements from the Parking Areas or portions thereof subject to termination, excluding any paved area created as part of the approved site plan.

10. Real Property Taxes. The Licensee shall pay real and personal property taxes pursuant to RSA 72:23 including assessments on structures and improvements of the Licensee. Failure of the Licensee to pay the duly assessed personal and real estate taxes when due shall be cause to terminate this License by the City.

11. Default. In the event that the Licensee has defaulted on its duties and obligations under this License and is so notified in writing return receipt requested at the time the duty and obligation under the license has been defaulted upon and upon providing a second notice to the Licensee in writing return receipt requested ninety (90) days thereafter and that such default on its duties and obligations remains uncured for a period of one hundred eighty days (180) following the second written notice, the City shall have any and all rights and remedies available under this License, at law or in equity, including but not limited to termination of all or a portion of the License as well as reimbursement of any and all fees and costs, including reasonable attorney's fees, for the successful prosecution or enforcement of any such rights. The City may extend the cure period for such default in the event that the Licensee has undertaken such cure, but despite reasonable diligence, has been unable to complete the cure. In the event of any default by the Licensee, the City shall provide written notice to any mortgagor holding a lien on the Licensee's property, and such notice shall provide a minimum of forty-five (45) days for the lender to cure the default. All snow/ice shall be removed from the City Parcel within seventy-two (72) hours of a snow event. If the City removes the snow/ice the Licensee will pay for said removal.

12. Other Matters. The City Parcel subject to this License is provided to the Licensee in "as is", "where is" and with all faults as to their physical condition. This License is subject to any and all matters of record pertaining to the City Parcel. This License was authorized by the Dover City Council pursuant to a Resolution approving the License, dated October 8, 2014.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused this License to be executed by their duly authorized representatives on the date first above written.

CITY OF DOVER, NEW HAMPSHIRE

Alison Webb
Witness
Print Name: Alison Webb

By: [Signature]
J. Michael Joyal, Jr., City Manager

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

On this, the 16 of October, 2014, before me, the undersigned Officer, personally appeared J. Michael Joyal, Jr., who acknowledged himself to be the City Manager of the City of Dover, and that he, as such City Manager, being authorized to do so, executed the foregoing instrument for the purposes therein contained and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act of the City of Dover.

Colleen E. A. Besette
Notary Public
My Commission Expires: My Commission Expires September 18, 2018
COLLEEN E. A. BESSETTE, Notary Public

GRANTEE:

44 PORTLAND AVE, LLC
A N.H. limited liability company, its Manager

[Signature]
Witness
Print Name: CHRISTOPHER PARKER
Scott O'Neill

By: Scott A O'Neill
Duly Authorized Scott O'Neill

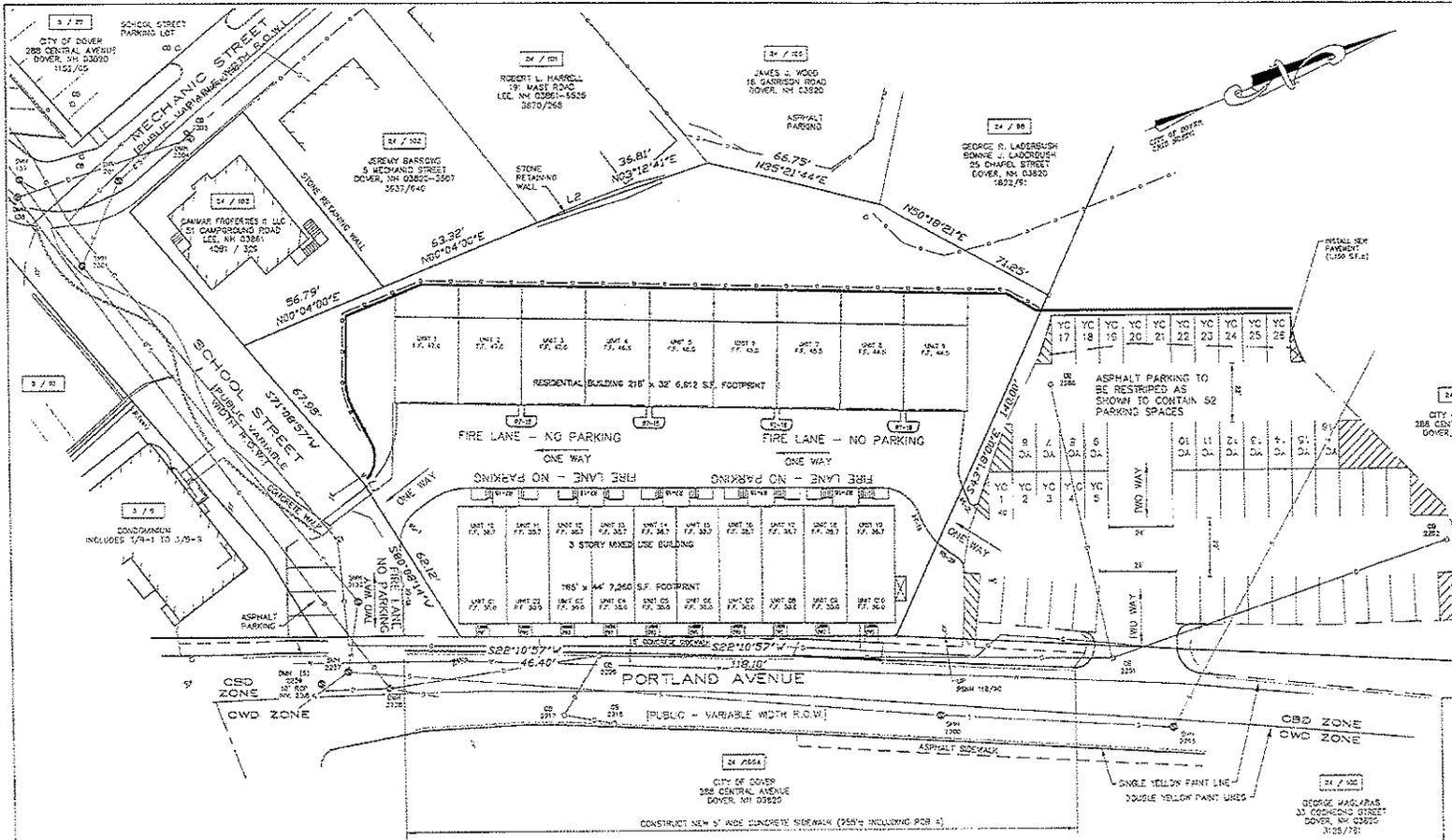
STATE OF New Hampshire
COUNTY OF Strafford

On this, the 29 of October, 2014, before me, the undersigned Officer, personally appeared Scott O'Neill, who acknowledge himself to be a Member and Manager of 44 Portland Avenue, LLC a New Hampshire limited liability company and executed the foregoing instrument for the purposes contained herein and acknowledged the foregoing instrument to be his free act and deed in his said capacities and the free act and deed of 44 Portland Avenue, LLC.

Colleen E. A. Besette
Notary Public
My Commission Expires: My Commission Expires September 18, 2018
COLLEEN E. A. BESSETTE, Notary Public

SCHEDULE A

52466358 v1



- REGULATORY SIGNS
(POST MOUNTED)
- R5-1 "DO NOT ENTER" SIGN: 1 PLACE
 - R6-2L "ONE WAY" LEFT SIGN: 1 PLACE
 - R6-2R "ONE WAY" RIGHT SIGN: 1 PLACE
 - R7-18 "NO PARKING FIRE LANE" SIGN: 11 PLACES
- PAINTED REGULATORY TEXT:
(YELLOW, 3" BLOCK LETTERS)
- FIRE LANE - NO PARKING
- TRAFFIC FLOW PATTERNS:
- ONE WAY
 - TWO WAY
- PAINTED PARKING SPACE TEXT:
(YELLOW, 3" BLOCK LETTERS)
- YC 1 THROUGH YC 26
- SPACES DESIGNATED FOR USE BY THE YACHT CLUB AT DOVER LANDING, LABELED AS SHOWN, WITH R7-7 "RESERVED PARKING" SIGNS.

| No. | Bearing | Distance |
|-----|-------------|----------|
| L1 | S89°46'39"W | 5.87' |
| L2 | N03°12'41"E | 31.00' |

ATTENTION:

HIGH PRESSURE GAS MAIN EXISTS WITHIN THE ASPHALT SIDEWALK OF PORTLAND AVENUE AND WITHIN SCHOOL STREET. PRIOR TO ANY EARTH MOVING ACTIVITY CONTACT DISSAFE AT 1-800-341-7633 TO VERIFY LOCATION.

| NO. | DATE | DESCRIPTION | BY | CHK |
|-------------|------|-------------|------------------|-------|
| 14-2065 | | STRIPING | 14-02 | 37-38 |
| PROJECT NO. | | TYPE | FEESBOOK & PAGES | |

THE YACHT CLUB AT DOVER LANDING
PROPOSED STRIPING & SIGNAGE PLAN
PREPARED FOR
CHANGING PLACES, LLC
TAX MAP 24, LOT NO. 104
PORTLAND AVENUE & SCHOOL STREET
CITY OF DOVER
COUNTY OF STRAFFORD
STATE OF NEW HAMPSHIRE

| | |
|-------------------------|----------------|
| DOVER PLANNING FILE NO. | P 14-48 |
| DRAWN BY | TJM |
| SCALE | 1" = 30' |
| DATE | GEORGE J. 2014 |

McEneaney Survey Associates
P.O. Box 661 - 24 Chestnut Street
Dover, NH 03820 (803) 742-0811

SURVEYING - PLANNING - CONSULTING

civilworks
P.O. Box 166
Dover, NH 03820
603-748-0443