

CITY OF DOVER, NH  
COVENANT TO PROTECT PUBLIC BENEFIT  
**Per RSA 79-E:8 (Community Revitalization Tax Relief Incentive)**

104 Wash Street, LLC, by and through Jeff Johnston, Managing Partner, (hereinafter referred to as “GRANTOR”), c/o Cathartes, 11 Beacon Street, Suite 1120, Boston, MA 02108, owner of property situated at 104 – 124 Washington Street, Dover, NH (hereinafter referred to as the “PROPERTY”), on behalf of itself, its successors and assigns, in exchange for consideration of tax relief granted to GRANTOR by the City of Dover pursuant to the provisions of RSA 79-E, agrees to and asserts the following Covenants imposed by, and in favor of, the City of Dover, (hereinafter referred to as “GRANTEE”), 288 Central Avenue, Dover, County of Strafford, State of New Hampshire.

These covenants are made in exchange for property tax relief granted with respect to the PROPERTY as a result of the replacement of the building on the PROPERTY to be accomplished by the GRANTOR in accordance with GRANTOR’S proposal approved by GRANTEE on September 13, 2017, as well as the GRANTOR’s site plan approved by the Dover Planning Board on December, 12, 2017.

This Covenant is to protect the public benefit in accordance with the provisions of RSA 79-E for a term of ten years, beginning on April 1<sup>st</sup> of the first tax year commencing immediately after the completion of the replacement work. Notwithstanding the foregoing, the contemplated tax relief shall be null and void if the proposed replacement work is not completed by November 30, 2019. Replacement work shall be deemed complete when the final Certificate of Occupancy has been issued for the residential portion of the GRANTEE’s proposal.

The PROPERTY is designated GRANTEE’S Tax Map 2 Lot 4 in the City of Dover. For further reference to GRANTOR’S title see deeds recorded at Book 4451, Page 0291 and Book 4562, Page 0880, in the Strafford County Registry of Deeds.

The GRANTEE agrees that the PROPERTY, if the building is replaced in accordance with GRANTOR’S proposal approved by GRANTEE on September 13, 2017, provides a demonstrated public benefit in accordance with the provisions of RSA 79-E:7 insomuch as the replacement of the building on said property:

- I. Enhances the economic vitality of downtown;
- II. Promotes development of municipal centers, providing for efficiency, safety and a greater sense of community consistent with RSA 9-B.
- III. Increases residential housing in urban or town centers.

In addition, the GRANTOR agrees that at no point during the term of the Covenant shall the property become tax exempt.

The term of the Covenant which is hereby granted by the GRANTOR to the GRANTEE with respect to the above described PROPERTY shall be ten years: the first five co-extensive with the tax relief period, and five additional years thereafter.

In addition to the above, the GRANTOR covenants as follows:

GRANTOR'S COVENANTS:

REPLACEMENT OF BUILDING. The Grantor agrees to replace the building located on the PROPERTY during the term of this Agreement in accordance with GRANTOR'S proposal approved by GRANTEE on September 13, 2017. The replacement of the building contemplated by GRANTOR'S proposal approved by GRANTEE on September 13, 2017 shall be completed by the GRANTOR on or before November 30, 2019. The replacement of the building shall be deemed complete when the final Certificate of Occupancy has been issued for the residential portion of the GRANTEE's proposal. The tax relief period will commence April 1, 2020, if the replacement of the building is completed prior to November 30, 2019. Once commenced, under no circumstance shall the tax relief period extend beyond March 31, 2025. If the replacement of the building is not complete prior to November 30, 2019, then the parties' tax relief agreement shall be void and the PROPERTY shall be fully assessed for the value of that work during the tax year commencing April 1, 2019.

MAINTENANCE OF THE PROPERTY. The GRANTOR agrees and is required to maintain, use and keep the structure in a condition that furthers the public benefits for which the tax relief was granted and accepted during the term of the covenant.

REQUIRED INSURANCE, USE OF INSURANCE PROCEEDS, AND TIMEFRAME TO REPLACE OR REMOVE DAMAGED PROPERTY. The GRANTOR agrees and is required to obtain and maintain casualty insurance on the structure and Property, as well as flood insurance if appropriate. The GRANTEE shall be entitled to a lien against proceeds for any insurance claims to ensure proper restoration or demolition of any damaged structures and property. The GRANTEE further requires that the restoration or demolition commence within one year following any insurance claim incident; otherwise the GRANTOR shall be subject to the termination provisions set forth in RSA 79-E:9, I.

RECORDING. The GRANTEE agrees to and shall provide for the recording of this covenant with the Stafford County Registry of Deeds. It shall be a burden upon the PROPERTY and bind all transferees and assignees of such PROPERTY. The GRANTOR may only assign its rights with written consent of the GRANTEE, which shall not be unreasonably withheld. The GRANTOR shall be solely responsible for prompt payment of the recording fee(s).

ASSESSMENT OF THE PROPERTY. The GRANTEE agrees that the PROPERTY shall be assessed, during the term of the Tax Relief Granted based on the pre-rehabilitation value, as of April 1, 2017, or such other value utilized by the Assessor to address improvements not covered by RSA 79-E. If the terms of these covenants are not met, the Property Tax Relief will be discontinued, and the GRANTEE will assess all taxes to the owner as though no tax relief was granted, with interest in accordance with RSA 79-E:9, II.

RELEASE, EXPIRATION, CONSIDERATION.

I. RELEASE. The GRANTOR may apply to the local governing body of the City of Dover for a release from the foregoing discretionary tax relief and associated covenant within the duration of the tax relief period of RSA 79-E upon a demonstration of extreme personal hardship. Upon release from such

covenants, the GRANTOR shall thereafter pay the full value assessment of such structure(s) and land to the Tax Collector of the City of Dover.

II. EXPIRATION. Upon final expiration of the terms of the tax relief and associated covenants the tax assessment will convert to the then full fair market value. These covenants will be concluded five years after the return to full market value. In no circumstance shall the tax relief period extend beyond March 31, 2025.

III. CONSIDERATION. The Tax Collector shall issue a summary receipt to the owner of such PROPERTY and a copy of the governing body of the City of Dover for the sums of tax relief accorded during the term of this Covenant. The local governing body shall, upon receiving a copy of the above-mentioned consideration, execute a release of the Covenant to the GRANTOR who shall record such a release with the Strafford County Registry of Deeds. A copy of such release or renewal shall also be sent to the local assessing official.

IV. MAINTENANCE OF STRUCTURE. If, during the term of the Covenant, the GRANTOR shall fail to maintain the structure in conformity with the foregoing Covenant, or shall cause the structure(s) to significantly deteriorate or be demolished or removed, the covenants shall be terminated and a penalty shall be assessed in accordance with Paragraph I above.

ENFORCEMENT. If a breach of this Covenant is brought to the attention of the GRANTEE, the GRANTEE shall notify the GRANTOR, in writing of such breach, which notification shall be delivered in hand and/or by certified mail to the GRANTOR.

The GRANTOR shall have 30 days from the date of such notice to undertake those actions, including restorations, which are reasonably calculated to cure the said breach and to notify the GRANTEE thereof.

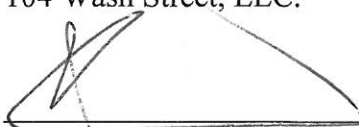
If the GRANTOR fails to take such curative action, the GRANTEE may undertake any actions that are reasonably necessary to cure such breach, and the cost thereof, including GRANTEE'S expenses, court costs and legal fees, shall be paid by the GRANTOR.

The GRANTOR, by executing this Covenant to the GRANTEE represents that it has the authority to enter into this Covenant, agrees to be bound by and to observe and enforce the provisions hereof, and assumes the rights and responsibilities herein provided for and incumbent upon the GRANTOR, all in furtherance of the purposes for which this Tax Relief and associated Covenant is delivered.

DATED this 24<sup>th</sup> day of September, 2018.

**GRANTOR**  
104 Wash Street, LLC.

By:

  
\_\_\_\_\_  
Jeffrey Johnston  
Managing Partner  
Duly Authorized

STATE OF NEW HAMPSHIRE  
COUNTY OF STRAFFORD

The foregoing instrument was acknowledged before me this 12 day of September, 2018,  
by GRANTOR, the duly authorized TITLE for the GRANTOR.

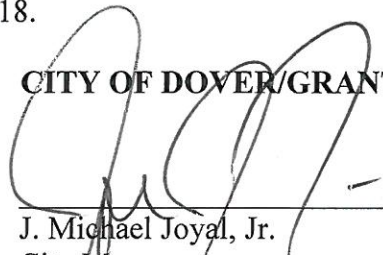


Notary Public/Justice of the Peace  
COLLEEN E. A. BESSETTE, Notary Public  
My Commission Expires: My Commission Expires August 8, 2023

ACCEPTED this 10<sup>th</sup> day of September, 2018.

**CITY OF DOVER/GRANTEE**

By:

  
\_\_\_\_\_  
J. Michael Joyal, Jr.  
City Manager  
Duly Authorized