

LICENSE AGREEMENT

This LICENSE AGREEMENT, is made as of the _____ day of _____, 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 **DOVER MAIN STREET INC**, a New Hampshire non-profit with a mailing address of 100 Main Street, Dover, New Hampshire 03820 ("**Grantee**").

RECITALS

A. The City is the owner of a certain rights of way in the City of Dover, County of Strafford, State of New Hampshire (the "**ROW**").

B. Grantee is the owner of 19 historic markers located within the ROW in the City of Dover, County of Strafford and State of New Hampshire, listed on the attached inventory, (the "**Grantee's Inventory**"), which is attached hereto as Exhibit "A." The historic markers provide information on Dover to the traveling public.

C. Grantee requests a license in, upon, over and across a portion of the City ROW for the benefit of Grantee in order to erect and maintain the existing 19 markers, as well as 6 new markers, which are also listed on Exhibit "A." The markers are approximately two feet zero inches (2' 0") in height and two feet six inches (2'6") in width on a metal base and having glass faced cabinets of MATERIAL construction and MATERIAL frames installed on a three inch (3") square steel pole (the "**Marker**" or "Markers"), a sample of which is generally shown in the attached Exhibit "B" in the locations designated on the Grantee's Inventory.

AGREEMENT

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 and Grantee hereby agree as follows:

1. **Grant.** The City hereby grants to Grantee, and Grantee hereby accepts from the City, a bare license ("the License") on and over the City ROW to erect and maintain the 25 markers in the locations designated in Exhibit "A." No interest in the underlying real estate is conveyed through the terms of this License.

2. **Term and Termination.** The term of this License is without a specified end date. This License may be terminated in whole or in part, by either Party, for any reason upon thirty (30) days written notice to the other. Upon termination the Grantee shall immediately remove from the License Area each and every Marker and leave the ROW in an unobstructed, clean, and sanitary condition.

3. **Maintenance.** Grantee shall regularly inspect the Markers and shall maintain and keep the Markers in a good state of repair. The Grantee shall promptly repair any damage to the ROW which is caused by the Grantee's exercise of its rights hereunder. If a Marker impedes the efficient removal of snow, the City shall temporarily remove said Marker during the winter season, and will reinstall it at its own expense at the conclusion of the winter season.

4. **Indemnification.** Grantee shall defend and indemnify the City against all claims and demands for damages to person or property, costs, expenses (including reasonable attorneys' fees and costs), arising from Grantee's exercise of its rights 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 Grantee shall have any personal liability hereunder.

5. **Transferability and Assignment.** This License is transferable and assignable by Grantee to a subsequent non-profit civic organization which intends to promote Dover's heritage and history upon the written approval of the City.

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 Grantee, at: Dover Main Street, Inc
 100 Main Street
 Dover, NH 03820
 Attention: Executive Director

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

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

8. **Marker Restrictions.** The Grantee shall refrain from the use of Electronic Message Centers, electronic reader boards, electronic changeable copy signs or similar electronic technology for all signage on City property.

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

CITY OF DOVER, NEW HAMPSHIRE

Witness
Print Name: _____

By: _____
J. Michael Joyal, Jr., City Manager

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

On this, the _____ of _____, 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.

Notary Public
My Commission Expires: _____

GRANTEE:

Dover Main Street, Inc

Karla Baxter
Witness
Print Name: Karla Baxter

Co. Chair Eric Hagman
By: INSERT AUTHORIZED NAME
Its: INSERT TITLE (Hagman)

STATE OF New Hampshire
COUNTY OF Strafford

On this, the 8th of October, 2014, before me, the undersigned Officer, personally appeared Eric Hagman, who acknowledge himself to be the Co Chair of Dover Main Street Inc, a New Hampshire non-profit, 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 Dover Main Street, Inc.

JESSICA SMITH
Justice of the Peace - New Hampshire
My Commission Expires September 22, 2015

Jessica Smith
Notary Public
My Commission Expires: 9/22/2015

Exhibit A: Grantee's Inventory

Dover Historic Markers

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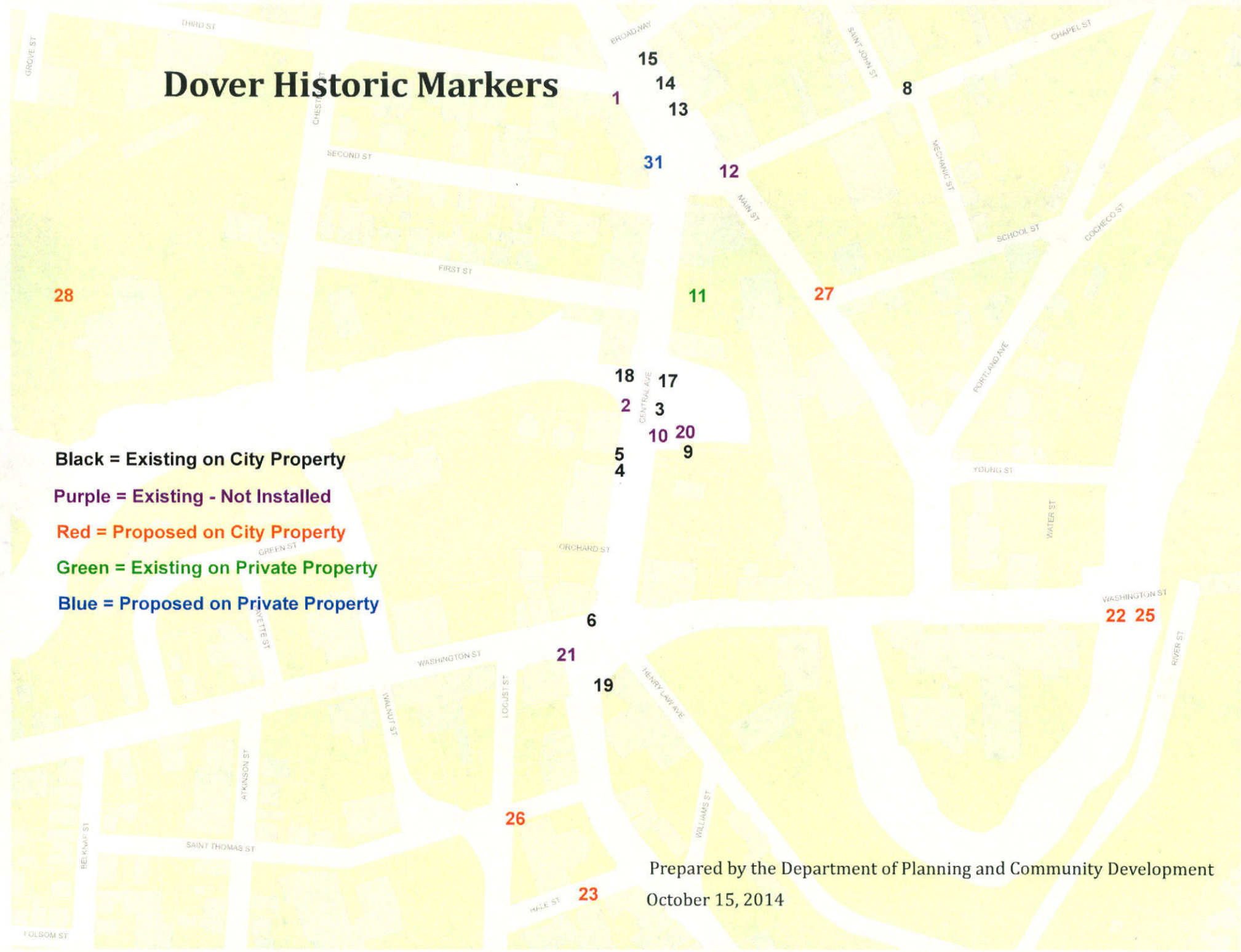
26

23

22 25

- Black = Existing on City Property**
- Purple = Existing - Not Installed**
- Red = Proposed on City Property**
- Green = Existing on Private Property**
- Blue = Proposed on Private Property**

Prepared by the Department of Planning and Community Development
October 15, 2014



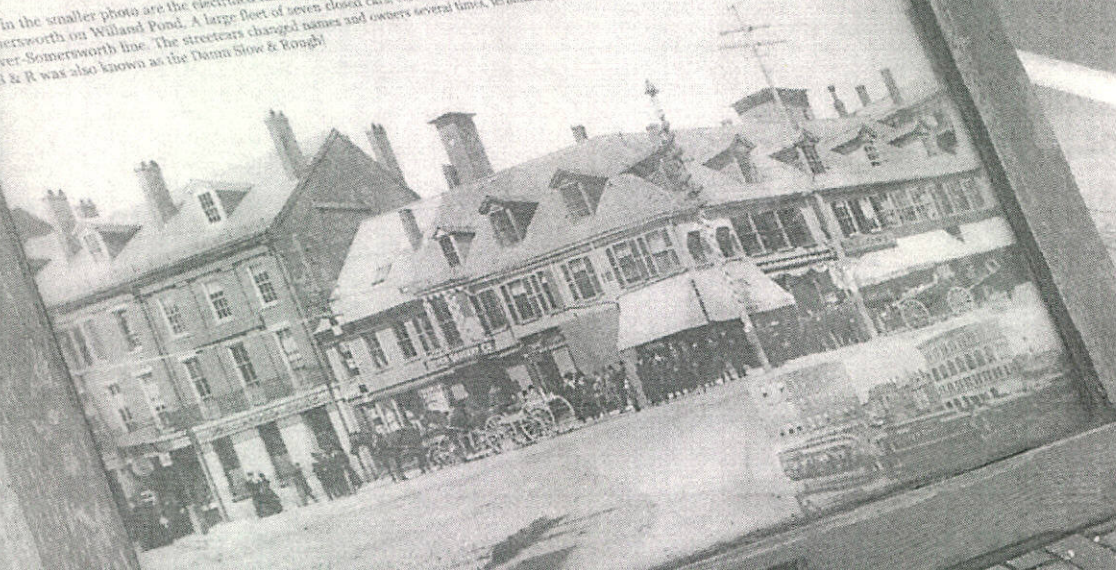
- #1 American House – unable to locate - has been removed from corner of Third and Central - MIA
- #2 Bracewell Block After 1896 flood – unable to locate - sign face missing/removed – MIA – on Central Ave bridge
- #3 Coheco falls from top of Pacific Mill Bldg.
- #4 Merchants Row
- #5 Merchants Row
- #6 Central Ave. view south
- #7 1st Parish Church- inside fence – not shown on map- no longer displayed
- #8 St. John's Church
- #9 Dover's Black Day
- #10 Pacific Mills – unable to locate- unknown - missing since 2007 Central ave bridge
- #11 Women's Strike in Dover Mills
- #12 Morril Block & Horse Trough – removed – Franklin Square – not sure why it's missing.... Chapel and main
- #13 Franklin Upper Square 1934
- #14 Third Street from Franklin Sq.
- #15 Merchants National Bank
- #16 Tuttle Square – not installed – won't go up again
- #17 Demolition of Mill #2
- #18 Central Ave Bridge Bracewell Block
- #19 Central Sq. Strafford Bank (note: the sign title is "Views of Central Square")
- #20 Central Ave. Bridge reconstruction – missing – to be placed at Fish Ladder Park
- #21 View of Pacific Mills – doesn't exist - unable to locate - corner of Washi and Central – masonic
- *#22 Fire at Mill #1- new on Makem Bridge
- *#23 City Hall & Theater-new
- *#24 County Farm Complex -new on county property – not shown on map
- *#25 Dover Landing- new on Makem Bridge
- *#26 Rinaldi's Poster- new - need to finalize location. Stake on McConnel Center lawn? Needs to face LaFesta Parking lot
- *#27 Buck's Poster- new Immigrant Park
- *#28 Wildlife Poster- new near Rotary kiosk in train parking lot
- *#29 Strafford Farms Poster – new on building – not shown on map
- *#30 First Parish Poster- new on building – not shown on map
- *#31 Alies Poster- new on building
- *#32 Woodman Museum Poster- new inside fence – not shown on map

Exhibit B: **Marker Sample**

VIEWS OF CENTRAL SQUARE, 1895 AND 1900

The larger photo shows Central (Lower Square) ca. 1895 at the corner where Central Avenue and Washington Street merge, to the southeast wooden building curving around the corner are, among others, Michael Sherry's hand-dresser shop; James Ince's meat shop; and Kevin & McGee's apothecary shop ("open after the theatre for hot and cold sodas"). The tallest brick building at the left is the Stratford Banks building (ca. 1847) and it was the bank's expansion that forever changed the look of Central Square. Shortly after this photo was taken, the wooden building was razed and the large square Stratford Banks building was erected in its place. Called the "Fortress of Finance" it can be seen clearly unchanged to this day. In the smaller photo which shows ca. 1900.

Also in the smaller photo are the electrified cars of the Dover Street Railway, owned at this time by Henry Burgett, proprietor of Burgett's Beer called Central. It was Somersworth on Willand Pond. A large fleet of seven closed cars, eleven open, and three snowplows ran from Sawyer's Mills to the amusement-entertainment zone at Dover-Somersworth line. The streetcars changed names and owners several times, terminating in 1926 in the Dover, Somersworth and Rochester Street Railway. D&R was also known as the Damn Slow & Rough!



VIEWS OF CENTRAL SQUARE, 1895 AND 1900

The larger photo shows Central (Lower Square) ca. 1895 at the corner where Central Avenue and Washington Street merge. In the domered wooden building curving around the corner are, among others, Michael Sherry's hairdresser shop, James Demerritt's Dover Grocery Company and Kerwin & McGrail's apothecary shop ("open after the theatre for hot and cold sodas"). The taller brick building at the left is the Strafford Banks building (ca. 1847) and it was the bank's expansion that forever changed the look of Central Square. Shortly after this photo was taken, the wooden building was razed and the large granite Strafford Banks building was erected in its place. Called the "Fortress of Finance" it can be seen nearly unchanged to this day, in the smaller photo which dates from about 1900.

Also in the smaller photo are the electrified cars of the Dover Street Railway, owned at this time by Henry Burgett, proprietor of Burgett's (later called Central) Park in Somersworth on Willand Pond. A large fleet of seven closed cars, eleven open, and three snowplows ran from Sawyer's Mills to the amusement/recreation area at the Dover-Somersworth line. The streetcars changed names and owners several times, terminating in 1926 as the Dover, Somersworth and Rochester Street Railway. The DS & R was also known as the Damn Slow & Rough!

