

LICENSE

This LICENSE ("**LICENSE**"), is made as of the fourth day of July, 2017 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 **OKAD OF DOVER, LLC**, a New Hampshire Limited Liability Company, with a mailing address of 321 D LAFAYETTE RD, HAMPTON, NH 03842 ("**Licensee**").

RECITALS

A. The City is the owner of a certain right of way in the City of Dover, County of Strafford, State of New Hampshire (the "**City Parcel A**"), being more particularly shown as "**CENTRAL AVENUE**" on a certain plan entitled "**SITE PLANS CENTRAL AVENUE REDEVELOPMENT**" prepared by **TEC, Inc.** dated **April 20, 2017**, (the "**Plan**"), which Plan is recorded in the Strafford County Registry of Deeds as Plan No. _____.

B. The City is the owner of a certain parcel of land in the City of Dover, County of Strafford, State of New Hampshire (the "**City Parcel B**" and together with City Parcel A, the "**City Parcels**"), being more particularly shown as "**PAGE AVENUE**" and Tax Assessors Map 37 Lot 35 on the Plan.

C. Licensee is the owner of a certain lot or parcel of land off Central Avenue and Glenwood 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 Assessors Map 37 Lot 38 (the "**Licensee's Parcel**").

D. On **MARCH 14, 2017** the Planning Board for the City of Dover, New Hampshire approved the Licensee's Site Plan prepared by **TEC, Inc** for the development of a **MIX OF COMMERCIAL BUILDINGS** (the "**Project**") on Licensee's Parcel.

E. Licensee requests: (a) a license upon, over, under, above and across (i) a portion of City Parcel A shown on the Plan as "**Parcel A Drive and Parking License Area**", and (ii) a portion City Parcel B, also sometimes referred to herein and shown on the Plan as "**Parcel B Access License Area**" in each case for the benefit of Licensee and any successor owner of the Licensee Parcel for the construction, installation, use, maintenance, repair and replacement of

paved parking spaces, drive aisles, curbing, entrances, drives, parking lot lighting, underground utilities, landscaping and underground irrigation; and (b) a license upon, over, under, above and across a portion of City Parcel A shown on the Plan as "**Parcel A Landscape Area**" for the benefit of Licensee and any success owner of the Licensee Parcel in order to install and maintain landscaping, and the City hereby issues such licenses 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 and Licensee hereby agree as follows:

1. License. Subject to any express conditions, limitations, or reservations contained herein, the City hereby grants, for the benefit of Licensee and any successor owner of the Licensee Parcel the following rights:

A. City hereby grants to Licensee, and Licensee accepts from the City, a license upon, over and across the Parcel B Access License Area for vehicular and pedestrian ingress and egress of Licensee and any subsequent owner of the Licensee Parcel, the tenants, subtenants or occupants of the Licensee Parcel, and each of their respective employees, agents, contractors, customers, invitees and licensees (the "**Parcel B Access License**"), and for the construction, installation, maintenance, repair, replacement, and relocation from time to time, of the paved driveways, drive aisles, striping, curbing, lighting, sidewalks, walkways, stairs, retaining walls, signage, landscaping, and other improvements substantially as shown on the Plan or otherwise required pursuant to any applicable state and local permits and approvals (the "**Parcel B Access Area Improvements**") and (the "**Parcel B Access Area Improvements License**");

B. City hereby grants to Licensee, and Licensee accepts from the City, a license upon, over and across the Parcel A Drive and Parking License Area, for the parking of motor vehicles by Licensee and any subsequent owner of the Licensee Parcel, the tenants, subtenants or occupants of the Licensee Parcel, and each of their respective employees, agents, contractors, customers, invitees and licensees, in the parking areas designated by the owner of the Licensee Parcel from time to time within the Parcel A Drive and Parking License Area (the "**Parcel A Parking License**"), and for the construction, installation, maintenance, repair, replacement, and relocation from time to time, of the paved driveways, drive aisles, parking areas, striping, curbing, parking islands, parking lot lighting, sidewalks, walkways, stairs, retaining walls, signage, landscaping, and other improvements substantially as shown on the Plan or otherwise required pursuant to any applicable state and local permits and approvals (the "**Parcel A Drive and Parking License Area Improvements**") and (the "**Parcel A Drive and Parking Area Improvements License**"). Notwithstanding the foregoing, the owner of the Licensee Parcel shall have the right from time to time to relocate and reconfigure the parking areas within the Parcel A Drive and Parking License Area;

C. City hereby grants to Licensee, and Licensee accepts from the City, a license upon, over, under, above and across and through the Parcel A Landscape Area to install, maintain, and improve landscaping over, across, and through the Parcel A Landscape

Area as highlighted on the attached Plan, and to landscape and maintain the Parcel A Landscape Area, including without limitation, lawn care, the planting, removal and trimming of shrubs, bushes, plants, and trees, and the right to install, maintain, repair and replace the same, and the right of the Licensee to install, maintain, repair and replace walkways and benches , and to use the Parcel A Landscape Area for snow storage (the “**Landscape License**”) and together with the Parcel B Access License, the Parcel B Access Area Improvements License, the Parcel A Parking License, and Parcel A Access Drive and Parking Area Improvements License, collectively, (the “**Licenses**”). The obligation to maintain the improvements on the Parcel A Landscape Area does not, however, extend to any below-ground utilities, wires, pipes, lines or other services of the City.

D. City retains the right to maintain, repair, improve, and/or replace any underground utilities located within the Parcel A License Area, the Parcel B License Area, and/or the Parcel A Landscape Area, subject to the following limitations: In the event that the City requires access to those utilities: (i) the City shall provide Licensee with reasonable prior written notice, unless such access to the underground utilities is necessitated by an emergency situation requiring immediate action on the part of the City; (ii) upon completion of the work on the underground utilities the City shall fill and grade the area impacted, but shall not otherwise be required to return the impacted area to its prior condition; (iii) except in the event of an emergency, the City shall not conduct any such maintenance, repair, improvement, and/or replacement during the months of November and December of any calendar year, and (iv) any such maintenance, repair, improvement, and/or replacement shall be conducted in a manner to minimize, to the extent practicable, any disruption to the business activities of the owner of the Licensee Parcel or any tenant, subtenant or occupant of the Licensee Parcel.

E. Nothing in this License shall be deemed to create any rights of the general public, and the general public shall have no rights, in the Licenses set forth above or the Access Drive and Parking Area Improvements; and the Licenses granted herein and the Access Drive and Parking Area Improvements constructed from time to time are for the exclusive use of the owner of the Licensee Parcel, the tenants, subtenants or occupants of the Licensee Parcel, and each of their respective employees, agents, contractors, customers, invitees and licensees.

2. Term. The term of this License is fifty (50) years. This License shall automatically renew for up to nine (9) successive five (5) year terms (a potential total of ninety-five (95) years), unless terminated in writing by: (i) the Licensee with at least ninety (90) days-notice prior to the expiration of the current term; or (ii) the City following an unauthorized change in use of the Licensee Parcel from retail and commercial to residential. Notwithstanding the foregoing, the Landscape License and the Parcel A Landscape Area is subject to termination by the City at any point during the term of the License upon one (1) year written notice to the Licensee on the condition that prior to the expiration of the one (1) year notice period the City obtain Dover Planning Board approval for an amendment to the Licensee’s Site Plan approval, if such amendment is then required under applicable state or local law. In addition, in the event the City determines, in its reasonable discretion, that the landscaping within the Parcel A Landscape Area creates a serious traffic hazard for the motoring public or other reasonable public safety grounds exist that would justify modifying or removing any such landscaping, then the City may request Licensee to make modifications to or remove said landscaping at Licensees expense. In the event that Licensee is unwilling to modify or remove said landscaping the City may elect to immediately terminate the Landscape

License and release the Licensee's rights under the Landscape License with respect to the Parcel A Landscape Area, or request the Licensee modify its rights under this License in order to remedy the public safety issue.

3. **Maintenance.** In accordance with the approved Site Plan, the Licensee shall maintain and keep the Parcel A License Area, the Parcel A Landscape Area, and the Parcel B License Area in a good state of repair, and shall repair any damage, which endangers public safety.

4. **Indemnification.** Licensee shall defend and indemnify the City against claims and demands for damages to person or property, costs, expenses, arising from Licensee'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 Licensee shall have any personal liability hereunder.

5. **Transferability and Assignment.** This License is only transferable or assignable to the owner of the Licensee Parcel with the written notice of such assignment delivered to the City. In addition, Licensee may grant the rights and impose the obligations hereunder upon one or more tenants of Licensee's Parcel; however, in no instance does the Licensee absolve itself of adhering to the requirements of the License by such grant or imposition.

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: OKAD of Dover, LLC
 c/o Tropic Star Development
 321D Lafayette Road
 Hampton, NH 03842

And if to the Licenser, 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. **Miscellaneous.** This License shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. This License shall be modified or amended only in a writing executed by the parties hereto.

10. **Sign Restrictions.** The Licensee shall refrain from the use of Electronic Message

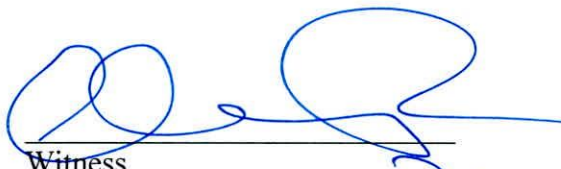
Centers, electronic reader boards, electronic changeable copy signs or similar electronic technology for all signage on City property.

11. Covenants of the City. The City covenants that (a) the City will allow no improvements or natural condition on the License or Landscape Areas to obscure any signage installed by Licensee from the adjacent streets; (b) the City will not place, or allowed to be placed, any signs (not including any traffic or street signs as determined necessary by the City in its discretion), objects (including trees and landscaping), structures or improvements of any kind on the License or Landscape Areas other than those belonging to Licensee and existing underground utility pipes, lines and equipment. Notwithstanding the preceding sentence, the City, or its licensed utilities, shall be permitted to maintain, repair, replace, and relocate the existing utility poles and overhead utility lines located within the License and Landscape Areas. City and Licensee acknowledge and agree that the unimpaired visibility of the improvements on the Licensee Parcel from adjacent streets and ways is of critical importance to the businesses of the tenants and occupants of the Licensee Parcel.

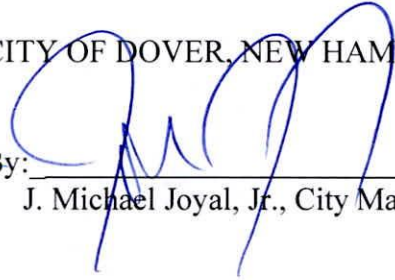
12. Real Property Taxes. The Licensee shall pay real and personal property taxes pursuant to RSA 72:23 including assessments on structures and improvements of the Licensee. For purposes of assessment and enforcement by the applicable taxing authority, all such assessments with respect to such structures and improvements constructed by Licensee within the Parcel A License Area, the Parcel B License Area, and the Parcel A Landscape Area shall be deemed assessments against the Licensee Parcel directly. Failure of the Licensee to pay the duly assessed personal and real estate taxes when due shall by cause to terminate this License by the City.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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




Witness
Print Name Christopher Parker

CITY OF DOVER, NEW HAMPSHIRE

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

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

On this, the 26 of July, 2017, 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 **DOLLEEN E.A. BESSETTE, Notary Public**
My Commission Expires September 18, 2018

GRANTEE:

OKAD OF DOVER, LLC

Jean Glidden
Witness
Print Name: Jean Glidden

Scott Mitchell
By: Scott Mitchell
Its: Managing Member

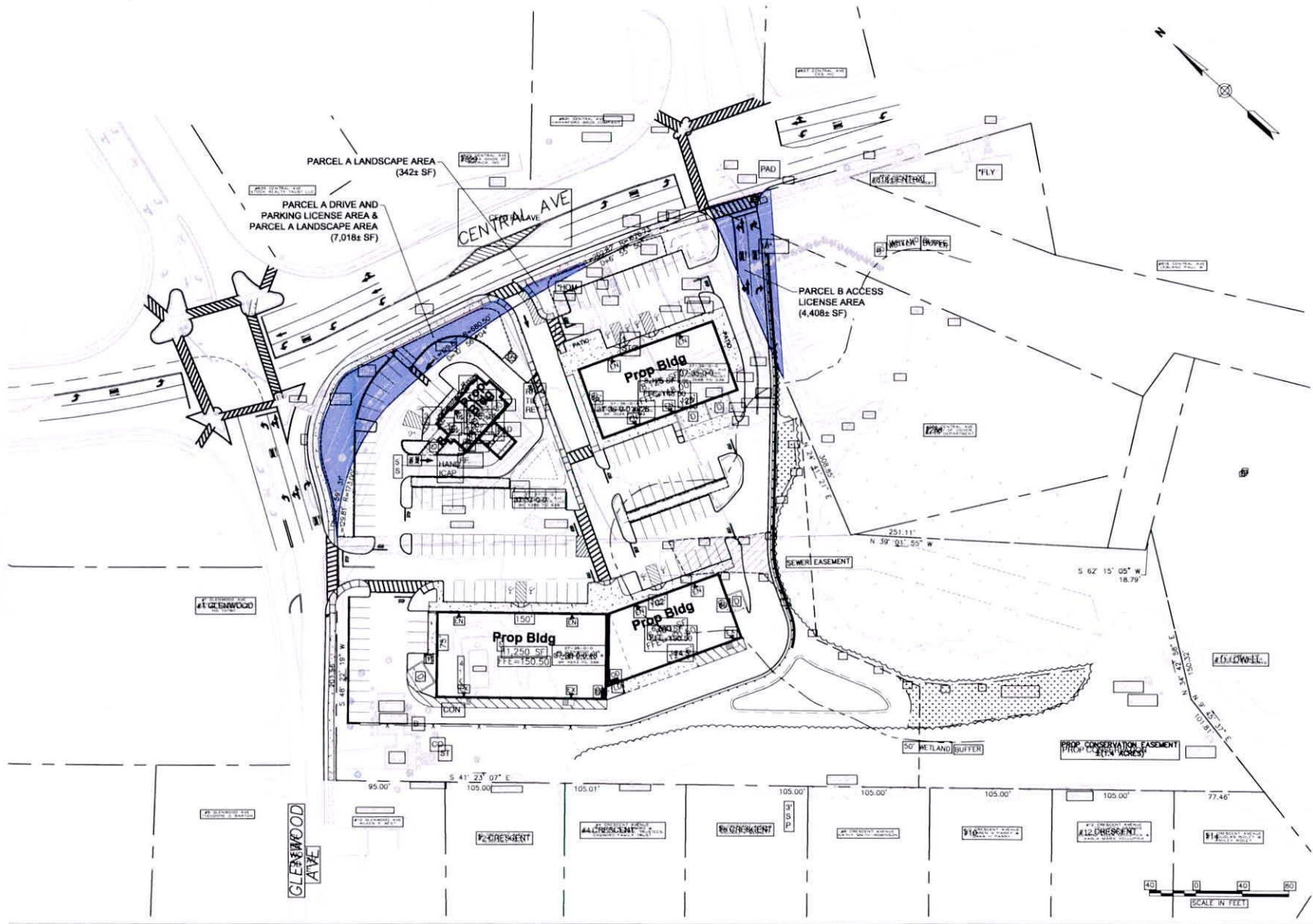
STATE OF NH
COUNTY OF Strafford

On this, the 31st of July, 2017, before me, the undersigned Officer, personally appeared Scott Mitchell, who acknowledge himself to be the Managing Member of Okad at Dover, 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 Okad at Dover, LLC.

Jean Glidden
Notary Public
My Commission Expires: 8/14/18

JEAN M. GLIDDEN, Notary Public
My Commission Expires August 14, 2018





TEC, Inc.
 65 Glenn Street
 Lawrence, MA 01843
 (978) 794-1792
 www.TheEngineeringCorp.com
 169 Ocean Boulevard
 Unit 101, PO Box 249
 Hampton, NH 03842
 (603) 601-8154

DESIGNED BY: HEG
 DRAWN BY: HEG
 CHECKED BY: RJP
 DATE: 07/19/2017
 SCALE: 1" = 40'

PREPARED FOR:
 Okad of Dover, LLC
 321D Lafayette Rd
 Hampton, NH 03842

REVISIONS:

ISSUED FOR:
 Permitting (P16-39)

PROJECT TITLE:
 Central Avenue
 Redevelopment

PROJECT LOCATION:
 824, 826, 828
 Central Avenue &
 8 Glenwood Avenue
 Dover, New Hampshire

DRAWING TITLE:
 License & Easement
 Area Plan

PROJECT NO: N0602
 TEC CAD FILE: N0602_LICENSE.dwg
 DRAWING NO: F-1
 SHEET 1 OF 1