

Return To:

LICENSE AGREEMENT

This LICENSE AGREEMENT ("LICENSE"), is made as of the 17 day of ^{July} ~~May~~, 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 **FIRST STREET AT GARRISON, LLC** ("First Street") and **RIPARIA-ONE HUNDRED FIRST STREET, LLC** ("Riparia"), both with an address of 466 Central Avenue, Suite 12, Dover, New Hampshire 03820 (First Street and Riparia are sometimes collectively referred to as the "Licensees").

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**"), being more particularly shown as "First Street" on a certain plan entitled "Easement and License Plan prepared for First Street at Garrison, LLC, Tax Map 6, Lot No. 3, First Street and Chestnut Street, City of Dover, County of Strafford, State of New Hampshire"; dated: January 2, 2014, revised through May 1, 2014; scale: 1"=20'; prepared by: McEneaney Survey Associates, Inc., which Plan is attached hereto as Schedule A and made a part hereof.

B. Licensees are the developers of a certain lot or parcel of land off of First Street 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 6, Lot 3 (the "**Parent Parcel**"), which was subdivided into two parcels, to-wit, Tax Map 6, Lot 3-1 (Lot 1) and Tax Map 6, Lot 3 (Lot 2), as shown on a certain plan entitled "Minor Subdivision of Land Prepared for the City of Dover, NH, Tax Map 6, Lot No. 3, First Street, City of Dover, County of Strafford, State of New Hampshire"; dated: January 6, 2014, scale: 1"=20'; prepared by: McEneaney Survey Associates, Inc., and recorded in the Strafford County Registry of Deeds as Plan 107-062 (the "**Subdivision Plan**"), which plan is attached hereto as Schedule B and made a part hereof.

C. First Street acquired Tax Map 6, Lot 3-1 (Lot 1), as shown on the Subdivision Plan (the "**First Street Parcel**"), and Riparia acquired Tax Map 6, Lot 3 (Lot 2), as shown on the Subdivision Plan (the "**Riparia Parcel**"), from the City pursuant to the terms of a Revised and Restated Land Development Agreement, approved by the Dover City Council on January 22, 2014, as amended.

D. On February 25, 2014, the Planning Board for the City of Dover, New Hampshire approved a Site Plan prepared by McEneaney Survey Associates for the development of a mixed-use building (the "Project") on the Riparia Parcel. Development shall occur on the First Street Parcel in the future, subject to the Revised and Restated Land Development Agreement.

E. Licensees request a license upon, over, and across a portion of the southerly and northerly sides of the City Parcel for the benefit of the Riparia Parcel and the First Street Parcel, in order to park motor vehicles 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 Licensees:

1. License.

License Area "A". The City hereby grants to Licensees, and Licensees accept from the City, an exclusive license over the Southerly Side of the City Parcel, as depicted on the Plan, to park motor vehicles over that portion of the City Parcel ("Southerly Parking Area, Area A") and which Area A runs along the Southerly side of The First Street right of way and is more particularly described as follows:

Beginning at a point on the southerly sideline of First Street, said point being S 81° 50' 25" E a distance of 115.00 feet from a N.H.H.D. bound located on the southerly sideline of First Street at the intersection of Chestnut Street; thence turning and running along said First Street for the following eight courses:

N 08° 09' 35" E a distance of 9.00 feet to a point;
 thence S 81° 50' 25" E a distance of 408.80 feet to a point;
 thence N 08° 09' 35" E a distance of 15.80 feet to a point;
 thence S 81° 46' 00" E a distance of 136.00 feet to a point;
 thence S 08° 09' 35" W a distance of 16.50 feet to a point;
 thence N 81° 46' 00" W a distance of 129.80 feet to a point;
 thence S 08° 09' 35" W a distance of 8.29 feet to a point;
 thence N 81° 50' 25" W a distance of 415.00 feet to the point of beginning.

Said License to be known (southerly parking area) as "Area A" containing 5,975 square feet, more or less.

License Area "B". The City hereby grants to Licensees, and Licensees accept from the City, an exclusive license over the northerly side of the City Parcel, as depicted on the Plan, to park motor vehicles over that portion of the City Parcel; said License Area to be known as the "Northerly Parking Area, Area B" is located on the northerly side of First Street, and is more particularly described as follows:

Beginning at a point at the southeasterly corner of the said "Northerly Parking Area Area "B", said point being located the following four courses from a N.H.H.D. bound on the southerly side of First Street at the intersection of Chestnut Street;

S 81° 50' 25" E a distance of 115.00 feet to a point;
 thence turning and running N 08°09'35" E a distance of 9.00 feet to point;
 thence turning and running S 81° 50' 25" E, a distance of 178.87 feet to a point;
 thence turning and running N 08° 09' 35" E a distance of 18.50 feet to the point of beginning;
 thence turning and running N 81° 50' 25" W a distance of 41.00 feet to a point;
 thence turning and running N 08° 09' 35" E a distance of 16.50 feet to a point on the northerly sideline of First Street;
 thence turning and running along the northerly sideline of said First Street S 81° 50' 25" E a distance of 41.00 feet to a point;
 thence turning and running S 08° 09' 35" W a distance of 16.50 feet to the point of beginning.

Said License to be known (northerly parking area) as, "Northerly Parking Area 'Area B'" containing 677 s.f., more or less.

The rights granted with this License permit the use of the Parking Areas for (i) the parking of lawfully registered motor vehicles by those using or occupying the Riparia Parcel and the First Street Parcel, 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, including parking of motor vehicles on the surface of First Street within the Parking Areas, as well as the related rights to drive, walk, and/or stand upon and across the Parking Areas, and (ii) to plant vegetation; (iii) introduce and maintain wiring and lighting; (iv) introduce and maintain drainage; (v) introduce and maintain irrigation piping, (vi) introduce and maintain heating matrix and/or mats; and (vii) place curbing, brick, cobble, asphalt, or other paving surface in and upon the Parking Areas. The rights do not extend to the air rights above said Parking Areas 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, matting or matrix necessary to keep the surface free from snow and ice, 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 Areas, as necessary. In the event that the City requires access to those utilities, it shall repair and replace the land surface and any heating matrix, mat, irrigation 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 First Street within the Parking Areas, provided that in the exercise of such rights, the City does not materially interfere with the rights granted pursuant to this License. The City shall not further convey any use or rights to the Parking Areas that are materially inconsistent with the Licensees' rights in this License Agreement.

The two parking areas created by this License are referred to collectively as the "Parking Areas." Furthermore, the Licensees shall be granted a license and be permitted to lay and maintain utility wires under First Street in between the Parking Areas as is necessary to operate subsurface heating material in the Parking Areas and lay and maintain wiring under First Street so as to electrify any lanterns that may be placed upon the Northerly side of First Street together with irrigation piping necessary to irrigate traffic peninsulas and traffic islands located on the Northerly side of First Street and lay and maintain drainage. The Licensees shall cooperate with the City regarding scheduling any necessary installation and maintenance under First Street and shall be responsible for repairing and replacing First Street to the condition it existed to prior to said installation and/or maintenance.

2. **Termination.** The City may terminate this License, in whole or in part, upon six (6) months written notice to the Licensees. Provided that such termination is not caused by an uncured material default by Licensees of their duties and obligations under this License, the City shall be required to provide the Licensees with reasonably comparable free motor vehicle parking for the equivalent number of parking spots for which the License is terminated, within 50 feet from any point on the Parent Parcel. The City acknowledges that to provide reasonably comparable free motor vehicle parking may (but not necessarily shall) require the exercise of its eminent domain authority, the construction of additional parking facilities or structures, or other accommodations not readily apparent to the parties given the current uses and layout of properties around the Parent Parcel. Upon termination, in whole or in part, of the License, the City shall, at its sole cost and expense, repair and restore the Parking Areas and any improvements related to the Parking Areas on private property, affected by such termination, utilizing red Boston paver bricks and/or granite cobble stones or as otherwise reasonably determined by Licensees, to create a proper curb line delineating the First Street right of way from the adjacent private property on the Parent Parcel. To the extent feasible and practical, the City will include parallel parking spaces for use by the Licensees and the general public within the Parking Areas affected by such termination.

3. **Maintenance.** Licensees shall maintain and keep the Parking Areas in a good state of repair, and shall repair any damage, which endangers public safety, as a result of Licensees' exercise of its rights hereunder. The City shall maintain and keep First Street in keeping with the maintenance plan and policy for all public roadways. The City shall have the right, but not the obligation, to provide written notice to the Licensees requiring that it address any condition which endangers public safety. Licensees shall be responsible for all snow and ice removal/treatment in the Parking Areas and shall be responsible for the maintenance of all improvements in the Parking Areas in a manner consistent with the City's maintenance of other similarly-situated streets and parking spaces. The City shall be responsible for the clearing of snow and ice on First Street up to and along the Parking Areas, but not within the Parking Areas. Snow and ice from the Parking Areas shall not be stored or plowed into First Street and snow and ice from First Street shall not be plowed into the Parking Areas. Should snow and ice from First Street be accidentally plowed into either of the Parking Areas, the snow and/or ice will be removed from those areas within sixty (60) minutes from time of transfer. The City shall have the right, but not the obligation, to repave the Parking Areas and re-stripe the spaces within the Parking Areas, consistent with the present parking space layout, if and when the adjoining sections of First Street are repaved by the City, in its sole discretion.

4. **Indemnification.** Licensees shall, jointly and severally, indemnify the City against claims and demands for damages to person or property, costs, expenses (including reasonable attorneys' fees and costs), arising from Licensees' 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 the Licensees shall have any personal liability hereunder.

5. **Transferability and Assignment.** The Licensees shall be permitted to transfer or assign their rights under this License to their respective members or officers, or to any other owners, employees, agents, tenants, guests, or invitees who come to own, lease or otherwise legally occupy any portion of the First Parcel or the Riparia Parcel, including any subsequent subdivision or condominiumization of the First Street Parcel or the Riparia Parcel. Notwithstanding any assignment or transfer, Licensees shall remain jointly and severally liable for the performance of Licensees' obligations and for notice purposes under this License.

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 Licensees, at: First Street at Garrison, LLC
466 Central Avenue
Suite 12
Dover, NH 03820

and

Riparia-One Hundred First Street, LLC
466 Central Avenue
Suite 12
Dover, NH 03820

And if to the City, 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. **Sign Restrictions; Other Improvements.** The Licensees shall be able to place signs in the Parking Areas to denote its rights and interests in the Parking Areas 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. 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 Licensees 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 Licensees shall likewise obtain advance written approval from the City for any other improvements to, in or placed upon the Parking Areas. 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.

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

10. Default. In the event that the Licensees have defaulted on their duties and obligations under this License, the City shall provide written notice to the Licensees by certified mail, return receipt requested, at the time that the City becomes aware of an event of default. If the Licensees have not cured the default within sixty (60) days of the date of such notice, the City shall issue a second written notice to Licensees by certified mail, return receipt requested. In the event that Licensees have still not cured the default within one hundred eighty (180) days of the second 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 Licensees have undertaken such cure, but despite reasonable diligence, have been unable to complete the cure.

11. Other Matters. The Parking Areas subject to this License are provided to the Licensees 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 Parking Areas. This License was authorized by the Dover City Council pursuant to a Resolution approving the Revised and Restated Land Development Agreement, dated January 22, 2014.

12. Obligations Joint and Several. The Licensees acknowledge that they are jointly and severally liable for all duties and obligations imposed under this License.

[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

Susan D. Gendron
Witness

By:

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

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

On this, the 17th of July, 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.

Susan D. Gendron
Notary Public
My Commission Expires: _____



LICENSEES:

FIRST STREET AT GARRISON, LLC
A N.H. limited liability company, its Manager

David K. Bamford
Witness

By: David K. Bamford
David K. Bamford, Manager
Duly Authorized

Kevin McEneaney
Witness

By: Kevin McEneaney
Kevin McEneaney, Manager
Duly Authorized

RIPARIA-ONE HUNDRED FIRST STREET, LLC
A N.H. limited liability company, its Manager

David K. Bamford
Witness

By: David K. Bamford
David K. Bamford, Manager
Duly Authorized

Kevin McEneaney
Witness

By: Kevin McEneaney
Kevin McEneaney, Manager
Duly Authorized


STATE OF NH
COUNTY OF Rock

On this, the 17 of _____, 2014, before me, the undersigned Officer, personally appeared David K. Bamford who acknowledge himself to be a Manager of First Street at Garrison, 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 capacity as the free act and deed of First Street at Garrison, LLC.

Denise A. Galt
Notary Public
My Commission Expires 11/14/17

STATE OF NH
COUNTY OF Rock


On this, the 17 of July, 2014, before me, the undersigned Officer, personally appeared Kevin McEneaney, who acknowledge himself to be a Manager of First Street at Garrison, 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 capacity as the free act and deed of First Street at Garrison, LLC.

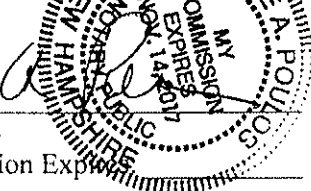

Notary Public
My Commission Expires NOV 14 2017



STATE OF NH
COUNTY OF Rock


On this, the _____ of _____, 2014, before me, the undersigned Officer, personally appeared David K. Bamford who acknowledge himself to be a Manager of Riparia-One Hundred First Street, 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 capacity as the free act and deed of Riparia-One Hundred First Street, LLC.

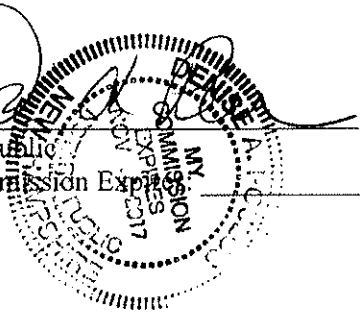

Notary Public
My Commission Expires NOV 14 2017



STATE OF NH
COUNTY OF Rock

On this, the 17 of July, 2014, before me, the undersigned Officer, personally appeared Kevin McEneaney who acknowledge himself to be a Manager of Riparia-One Hundred First Street, 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 capacity as the free act and deed of Riparia-One Hundred First Street, LLC.

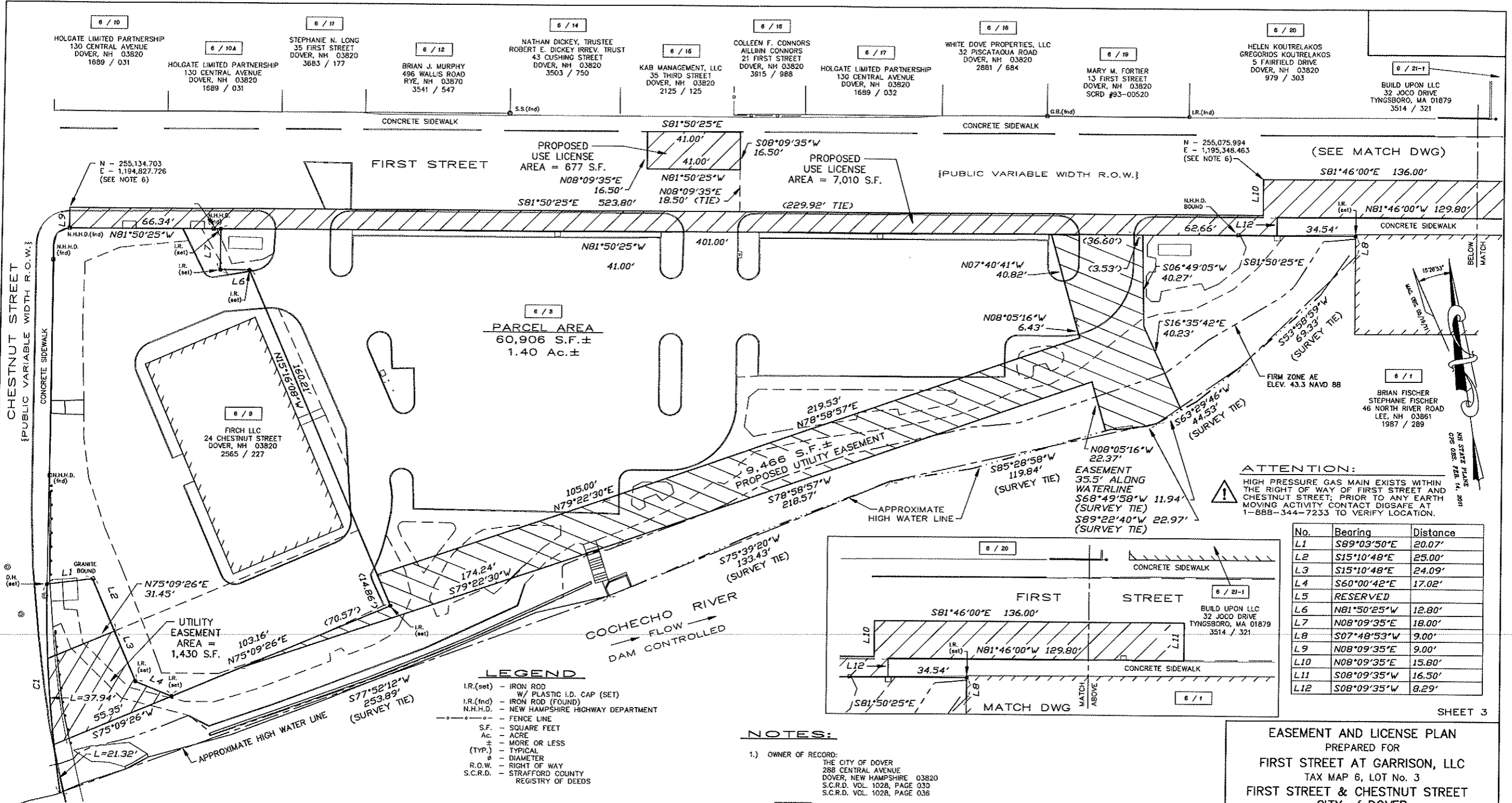

Notary Public
My Commission Expires NOV 14 2017



SCHEDULE A

EASEMENT AND LICENSE PLAN

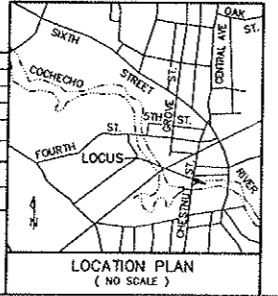
Plan entitled "Easement and License Plan prepared for First Street at Garrison, LLC, Tax Map 6, Lot No. 3, First Street & Chestnut Street, City of Dover, County of Strafford, State of New Hampshire"; dated: January 2, 2014, and revised through May 1, 2014; scale: 1'=20'; by: McEneaney Survey Associates, Inc.; recorded at Strafford County Registry of Deeds as Plan # 107-063.



No.	Central Angle	Radius	Arc Length	Chord Length	Chord Bearing
C1	09°12'55"	572.00	92.00	91.90	N03°40'20"E

NO.	DATE	DESCRIPTION	BY	CHK
2	2/19/14	REVISE PER PLANNING DEPT. COMMENTS	RJM	KMM
1	2/4/14	REVISE PER TRC REVIEW AND COMMENT	RJM	KMM

PROJECT NO	TYPE	FIELDBOOK & PAGES
13-1924	EASEMENT	11-01 1-41



- REFERENCE PLANS:**
- DISPOSITION PLAN OF LAND - THE CITY OF DOVER - PARCEL M/1/1, PARCEL P/1/1 - DOWNTOWN DOVER No. 1 URBAN RENEWAL PROJECT, DOVER, NEW HAMPSHIRE, SCALE: 1" = 20'; DATED: APRIL 29, 1977; BY: METCALF & EDDY, INC. RECORDED S.C.R.D. PLAN 19-43.
 - DISPOSITION PLAN OF LAND - PARCEL C/1/1 - DOWNTOWN DOVER No. 1 URBAN RENEWAL PROJECT, DOVER, NEW HAMPSHIRE, SCALE: 1" = 20'; DATED: JULY 19, 1977; BY: METCALF & EDDY, INC. RECORDED S.C.R.D. PLAN 18-53.
 - EXISTING CONDITIONS PLAN OF LAND PREPARED FOR CITY OF DOVER, NH, PROPERTY KNOWN AS THE FIRST STREET PARKING LOT, TAX MAP 6, LOT No. 3, FIRST STREET & CHESTNUT STREET, CITY OF DOVER, COUNTY OF STRAFFORD, STATE OF NEW HAMPSHIRE, SCALE: 1" = 20'; DATED: MAY 19, 2011; BY: McEANEY SURVEY ASSOCIATES, INC. NOT RECORDED.
 - PLAN OF LAND PREPARED FOR CITY OF DOVER, NH, PROPERTY KNOWN AS THE FIRST STREET PARKING LOT, TAX MAP 6, LOT No. 3, FIRST STREET & CHESTNUT STREET, CITY OF DOVER, COUNTY OF STRAFFORD, STATE OF NEW HAMPSHIRE, SCALE: 1" = 20'; DATED: MAY 24, 2013; BY: McEANEY SURVEY ASSOCIATES, INC. NOT RECORDED.

- LEGEND**
- I.R.(set) - IRON ROD W/ PLASTIC I.D. CAP (SET)
 - I.R.(fnd) - IRON ROD (FOUND)
 - N.H.H.D. - NEW HAMPSHIRE HIGHWAY DEPARTMENT
 - - - - - FENCE LINE
 - S.F. - SQUARE FEET
 - Ac. - ACRE
 - ± - MORE OR LESS
 - (TYP.) - TYPICAL
 - Ø - DIAMETER
 - R.O.W. - RIGHT OF WAY
 - S.C.R.D. - STRAFFORD COUNTY REGISTRY OF DEEDS

- NOTES:**
- OWNER OF RECORD: THE CITY OF DOVER, 288 CENTRAL AVENUE, DOVER, NEW HAMPSHIRE 03820, S.C.R.D. VOL. 102B, PAGE 030, S.C.R.D. VOL. 102B, PAGE 036.
 - 6/3 - DENOTES TAX MAP AND PARCEL NUMBER.
 - ZONING DISTRICT: CENTRAL BUSINESS DISTRICT (CBD) "GENERAL"
 - THE INTENT OF THIS PLAN IS TO SHOW TWO (2) PROPOSED EASEMENTS AND TWO (2) PROPOSED USE LICENSE AREAS WHICH WILL AFFECT THE SUBJECT PARCEL AND THE FIRST STREET RIGHT-OF-WAY.
 - THE SUBJECT PARCEL IS LOCATED WITHIN THE SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1 PERCENT ANNUAL CHANCE FLOOD, ZONE AE (BASE FLOOD ELEVATIONS DETERMINED); AND AREAS DETERMINED TO BE INSIDE THE 0.2 PERCENT ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON FLOOD INSURANCE RATE MAP, COMMUNITY NUMBER 330145, PANELS 0310 & 0330, SUFFIX D; MAP NUMBERS 3301700310D & 3301700330D, EFFECTIVE DATE: MAY 17, 2005.
 - BASIS OF BEARINGS IS NH STATE PLANE GRID FROM GPS OBSERVATION TAKEN ON FEBRUARY 14, 2011. VERTICAL DATUM IS NAVD88.

"I HEREBY CERTIFY THAT THIS PLAN IS BASED ON AN ACTUAL GROUND SURVEY PERFORMED WITH A TOTAL STATION, BY ME OR THOSE UNDER MY DIRECT SUPERVISION AND THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, SAID SURVEY MEETS OR EXCEEDS THE MINIMUM PRECISION REQUIREMENTS FOR SURVEY CLASSIFICATION "U" AS SET FORTH IN TABLE 500.1 OF THE NEW HAMPSHIRE CODE OF ADMINISTRATIVE RULES OF THE BOARD OF LICENSURE FOR LAND SURVEYORS."

"I CERTIFY THAT THIS SURVEY PLAT IS NOT A SUBDIVISION PURSUANT TO THIS TITLE AND THAT THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW WAYS ARE SHOWN." (RSA 676:18)

DATE: / KEVIN M. McEANEY LLS # 661

ATTENTION:
HIGH PRESSURE GAS MAIN EXISTS WITHIN THE RIGHT OF WAY OF FIRST STREET AND CHESTNUT STREET; PRIOR TO ANY EARTH MOVING ACTIVITY CONTACT DIGSAFE AT 1-888-344-7233 TO VERIFY LOCATION.

No.	Bearing	Distance
L1	S89°03'50"E	20.07'
L2	S15°10'48"E	25.00'
L3	S15°10'48"E	24.09'
L4	S60°00'42"E	17.02'
L5	RESERVED	
L6	N81°50'25"W	12.80'
L7	N08°09'35"E	18.00'
L8	S07°48'53"W	9.00'
L9	N08°09'35"E	9.00'
L10	N08°09'35"E	15.80'
L11	S08°09'35"W	16.50'
L12	S08°09'35"W	8.29'

EASEMENT AND LICENSE PLAN
PREPARED FOR
FIRST STREET AT GARRISON, LLC
TAX MAP 6, LOT No. 3
FIRST STREET & CHESTNUT STREET
CITY OF DOVER
COUNTY OF STRAFFORD
STATE OF NEW HAMPSHIRE

DRAWN BY: RJM FILE: VR CP\1924\13-1924 SD
SCALE: 1" = 20' DATE: JANUARY 2, 2014

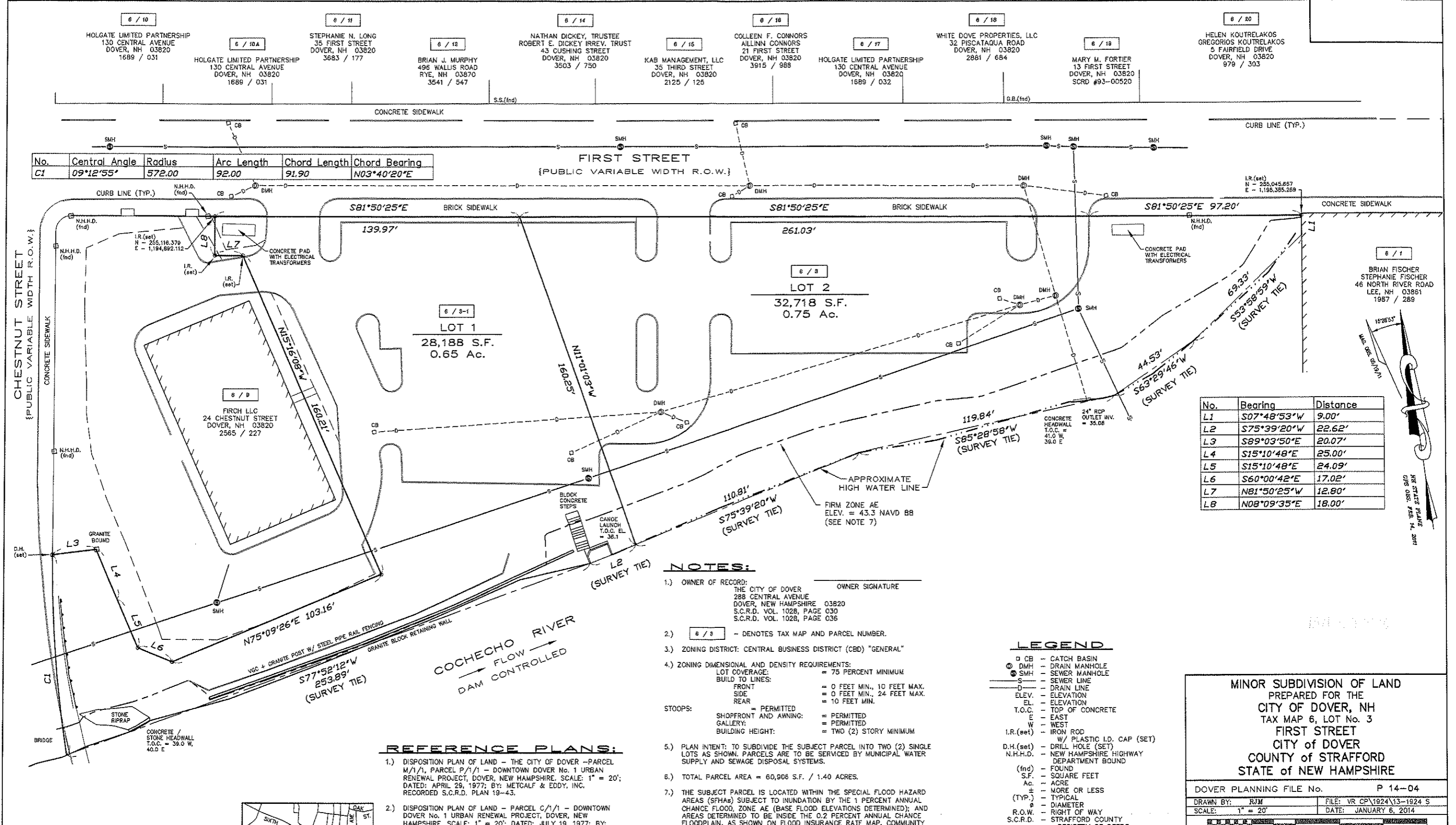
McEaney Survey Associates, Inc.
P.O. Box 681 - 24 CHESTNUT STREET
DOVER, NH 03820 (603) 742-0911

DOVER PLANNING FILE No. P 14-03 SURVEYING - PLANNING - CONSULTING

SCHEDULE B

SUBDIVISION PLAN

Plan entitled "Minor Subdivision of Land prepared for the City of Dover, NH Tax Map 6, Lot No. 3, First Street, City of Dover, County of Strafford, State of New Hampshire"; dated: January 6, 2014; scale: 1"=20'; by: McEaney Survey Associates, Inc.; recorded at the Strafford County Registry of Deeds as Plan #107-062.



No.	Central Angle	Radius	Arc Length	Chord Length	Chord Bearing
C1	09°12'55"	572.00	92.00	91.90	N03°40'20"E

No.	Bearing	Distance
L1	S07°48'53"W	9.00'
L2	S75°39'20"W	22.62'
L3	S89°03'50"E	20.07'
L4	S15°10'48"E	25.00'
L5	S15°10'48"E	24.09'
L6	S60°00'42"E	17.02'
L7	N81°50'25"W	12.80'
L8	N08°09'35"E	18.00'

NOTES:

- OWNER OF RECORD: THE CITY OF DOVER, 288 CENTRAL AVENUE, DOVER, NEW HAMPSHIRE 03820. OWNER SIGNATURE: [Signature]
- 6 / 8 - DENOTES TAX MAP AND PARCEL NUMBER.
- ZONING DISTRICT: CENTRAL BUSINESS DISTRICT (CBD) "GENERAL"
- ZONING DIMENSIONAL AND DENSITY REQUIREMENTS: LOT COVERAGE = 75 PERCENT MINIMUM; BUILD TO LINES: FRONT = 0 FEET MIN., 10 FEET MAX.; SIDE = 0 FEET MIN., 24 FEET MAX.; REAR = 10 FEET MIN.
- STOOPS: SHOPFRONT AND AWNING = PERMITTED; GALLERY = PERMITTED; BUILDING HEIGHT = TWO (2) STORY MINIMUM
- PLAN INTENT: TO SUBDIVIDE THE SUBJECT PARCEL INTO TWO (2) SINGLE LOTS AS SHOWN. PARCELS ARE TO BE SERVICED BY MUNICIPAL WATER SUPPLY AND SEWAGE DISPOSAL SYSTEMS.
- TOTAL PARCEL AREA = 60,908 S.F. / 1.40 ACRES.
- THE SUBJECT PARCEL IS LOCATED WITHIN THE SPECIAL FLOOD HAZARD AREAS (SFHA) SUBJECT TO INUNDATION BY THE 1 PERCENT ANNUAL CHANCE FLOOD, ZONE AE (BASE FLOOD ELEVATIONS DETERMINED); AND AREAS DETERMINED TO BE INSIDE THE 0.2 PERCENT ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON FLOOD INSURANCE RATE MAP, COMMUNITY NUMBER 330145, PANELS 0310 & 0330, SUFFIX D; MAP NUMBERS 33017C0310D & 33017C0330D, EFFECTIVE DATE: MAY 17, 2005.
- BASIS OF BEARINGS IS NH STATE PLANE GRID FROM GPS OBSERVATION TAKEN ON FEBRUARY 14, 2011. VERTICAL DATUM IS NAVD88.
- A DIGITAL DXF COPY OF THE APPROVED PLAN WILL BE PROVIDED TO CITY OF DOVER PLANNING DEPARTMENT UPON FINAL APPROVAL.
- THERE ARE NO WETLANDS ON THE SUBJECT PARCEL.
- STREET ADDRESSES FOR EACH LOT SHALL BE ASSIGNED BY THE BUILDING INSPECTOR AT THE TIME OF ISSUANCE OF A BUILDING PERMIT.

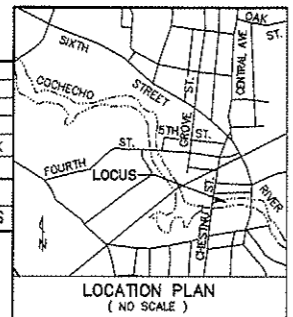
LEGEND

- CB - CATCH BASIN
- DMH - DRAIN MANHOLE
- SMH - SEWER MANHOLE
- S - SEWER LINE
- D - DRAIN LINE
- ELEV. - ELEVATION
- EL. - ELEVATION
- T.O.C. - TOP OF CONCRETE
- E - EAST
- W - WEST
- I.R.(set) - IRON ROD W/ PLASTIC I.D. CAP (SET)
- D.H.(set) - DRILL HOLE (SET)
- N.H.H.D. - NEW HAMPSHIRE HIGHWAY DEPARTMENT BOUNDARY
- (fnd) - FOUND
- S.F. - SQUARE FEET
- Ac. - ACRE
- ± - MORE OR LESS
- (TYP.) - TYPICAL
- Ø - DIAMETER
- R.O.W. - RIGHT OF WAY
- S.C.R.D. - STRAFFORD COUNTY REGISTRY OF DEEDS

REFERENCE PLANS:

- DISPOSITION PLAN OF LAND - THE CITY OF DOVER - PARCEL M/1/1, PARCEL P/1/1 - DOWNTOWN DOVER No. 1 URBAN RENEWAL PROJECT, DOVER, NEW HAMPSHIRE. SCALE: 1" = 20'; DATED: APRIL 29, 1977; BY: METCALF & EDDY, INC. RECORDED S.C.R.D. PLAN 19-43.
- DISPOSITION PLAN OF LAND - PARCEL C/1/1 - DOWNTOWN DOVER No. 1 URBAN RENEWAL PROJECT, DOVER, NEW HAMPSHIRE. SCALE: 1" = 20'; DATED: JULY 19, 1977; BY: METCALF & EDDY, INC. RECORDED S.C.R.D. PLAN 18-53.
- EXISTING CONDITIONS PLAN OF LAND PREPARED FOR CITY OF DOVER, NH, PROPERTY KNOWN AS THE FIRST STREET PARKING LOT, TAX MAP 6, LOT No. 3, FIRST STREET & CHESTNUT STREET, CITY OF DOVER, COUNTY OF STRAFFORD, STATE OF NEW HAMPSHIRE. SCALE: 1" = 20'; DATED: MAY 19, 2011; BY: McENEANEY SURVEY ASSOCIATES, INC. NOT RECORDED.
- PLAN OF LAND PREPARED FOR CITY OF DOVER, NH, PROPERTY KNOWN AS THE FIRST STREET PARKING LOT, TAX MAP 6, LOT No. 3, FIRST STREET & CHESTNUT STREET, CITY OF DOVER, COUNTY OF STRAFFORD, STATE OF NEW HAMPSHIRE. SCALE: 1" = 20'; DATED: MAY 24, 2013; BY: McENEANEY SURVEY ASSOCIATES, INC. NOT RECORDED.

NO.	DATE	DESCRIPTION	BY	CHK
13-1924		SUBDIVISION	11-01	1-41
PROJECT NO		TYPE	FIELDBOOK & PAGES	



MINOR SUBDIVISION OF LAND
 PREPARED FOR THE
 CITY OF DOVER, NH
 TAX MAP 6, LOT No. 3
 FIRST STREET
 CITY OF DOVER
 COUNTY OF STRAFFORD
 STATE OF NEW HAMPSHIRE

DOVER PLANNING FILE No. P 14-04

DRAWN BY: RJM FILE: VR CP\1824\13-1924 S
 SCALE: 1" = 20' DATE: JANUARY 6, 2014

20 10 0 10 20 40 60 80

McEaney Survey Associates, inc.
 P.O. Box 681 - 24 CHESTNUT STREET
 DOVER, NH 03820 (603) 742-0911
 SURVEYING - PLANNING - CONSULTING

"I HEREBY CERTIFY THAT THIS PLAN IS BASED ON AN ACTUAL GROUND SURVEY PERFORMED WITH A TOTAL STATION, BY ME OR THOSE UNDER MY DIRECT SUPERVISION AND THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, SAID SURVEY MEETS OR EXCEEDS THE MINIMUM PRECISION REQUIREMENTS FOR SURVEY CLASSIFICATION "U" AS SET FORTH IN TABLE 500.1 OF THE NEW HAMPSHIRE CODE OF ADMINISTRATIVE RULES OF THE BOARD OF LICENSURE FOR LAND SURVEYORS."