MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is voluntarily entered into on this 21st day of July, 2015 by and between the City of Dover, 288 Central Avenue, Dover, N.H. 03820 (the “City”) and First Street at Garrison, LLC and Riparia-One Hundred First Street, LLC (the "Licensees"), both of 466 Central Ave. Suite 12, Dover, N.H. 03820, collectively known as the “Parties,” for the purpose of implementing a resolution approved by the Dover City Council on July 15, 2015 regarding certain parking spaces on First Street in Dover, New Hampshire.

WHEREAS: The City is the owner of a certain right-of-way in the City of Dover known as First Street; and

WHEREAS: The City entered a License Agreement dated July 17, 2014 (the “License”) with the Licensees and recorded at the Strafford County Registry of Deeds at Book 4228, Page 710, regarding the parking of vehicles in certain areas on First Street by the Licensees pursuant to a plan to develop Licensees’ land off of First Street; and

WHEREAS: In the License, a section entitled “LICENSE”, Paragraph 1. License is broken down into two parking areas referred to as License Area “A” and License Area “B”; and

WHEREAS: An area located in License Area “A” has historically been designated by the City as a loading zone outside the premises now occupied by Ear Craft Music, and the owners of Ear Craft Music, Brian and Stephanie Fisher, have requested that a loading zone remain; and

WHEREAS: The City has the right to designate and or remove loading zones within and/or upon public rights of way within the City of Dover; and

WHEREAS: Under the License, the City has the right to terminate the License in whole or in part, subject to certain conditions; and

WHEREAS: The City and the Licensees desire to enter into this Memorandum of Agreement regarding the use of two parking spaces in License Area “A” as a loading zone for downtown businesses during normal business hours, Monday through Friday; and

NOW THEREFORE, the Parties agree as follows:

- Two parking spaces on First Street shall be available as a public loading zone Monday-Friday, 9 a.m. to 5 p.m., throughout the year in the location adjacent to the existing rear entrance of Ear Craft Music in License Area “A,” as depicted on the “Easement and License Plan” attached hereto as Exhibit “A” – the City and the Licensees to work cooperatively to specifically designate said public loading zone during the Licensees’ construction on First Street;
- Vehicles no larger than a standard size box truck shall be permitted to use the loading zone comprised of the two parking spaces in License Area “A” due to weight restrictions necessitated by the underlying heating system;
• The City shall provide an additional public loading zone for downtown businesses along the sidewalk area on the northerly side of First Street opposite License Area “A” and the existing rear entrance of Ear Craft Music without time of day and vehicle size restrictions (see Exhibit “A”) – the Licensees shall have no responsibilities regarding this additional public loading zone;

• The Licensees, subject to approval of the City through the City Manager or designee, shall install signage indicating the use of the two spaces in License Area “A” as a public loading zone consistent with the provisions above;

• The City shall provide the Licensees with permits for use of two additional parking spaces on the northerly side of First Street, in or around License Area “B” as set forth in the License, opposite the entrance to the Licensees’ property, without charge and consistent with the terms of the License, for only so long as the Memorandum of Agreement remains in place; and

• The Memorandum of Agreement shall terminate, and the loading zone in License Area “A” shall cease, upon the sale or transfer of the building and/or parcel known as Tax Map 6-1, or a portion thereof, currently used and occupied as/by Ear Craft Music, by Brian and Stephanie Fisher to any person or entity wherein Brian and/or Stephanie Fisher are not the principal owner(s); and

• The City shall not waive any of its rights under the License, including the right of termination, by entering into the Memorandum of Agreement.

• Should the Licensees assign their interest in the License consistent with the terms of the License while this Memorandum of Agreement is still in effect, it shall ensure that the Assignee(s) takes/assumes said License subject to the terms of this Memorandum of Agreement.

City of Dover

J. Michael Joyal
City Manager, Duly Authorized

First Street at Garrison, LLC and
Riparia-One Hundred First Street, LLC

David Bamford
Member, Duly Authorized

Kevin McEneaney
Member, Duly Authorized