

## **LICENSE AGREEMENT**

### **I. PARTIES**

A. The City of Concord, New Hampshire, a municipal corporation, with a principal place of business at 41 Green Street, Concord, New Hampshire (the “City”).

B. Granite State Credit Union, a member owned cooperative, non-profit financial institution with a managing member of Michele Plaza, Executive Vice President/CIO/CLO and a mailing address of PO Box 6420, Manchester, NH 03108-6420 (“Licensee”), and the owner of real property located at 311 Sheep Davis Road, Concord, New Hampshire, Map 46Z, Lot 48.

C. The City and Licensee are collectively referred to as the “Parties.”

### **II. PURPOSE**

The purpose of this License Agreement is to permit the Licensee to continue using an existing driveway access to a parking lot serving their business, and expand this access to allow drive through teller lanes, (collectively, “Parking Lot Improvements”) on property owned by the City within the Old Sheep Davis Road right-of-way (“Licensed Area”). The location of the improvements are shown on plan set having a title sheet entitled “Granite State Credit Union, 311 Sheep Davis Road, Concord, New Hampshire” dated August 17, 2022, prepared by Nobis Group; with the License Area being more specifically shown on the plan sheet entitled “Proposed Site Plan, Granite State Credit Union, Tax Map 46Z-48, 311 Sheep Davis Road, Concord, New Hampshire,” dated August 2022; all as attached to this License as Exhibit 1.

### **III. USE OF LICENSED AREA**

If the Licensee ceases to use the Licensed Area for purposes that necessitate the Parking Lot Improvements, the Licensee shall immediately, at its own expense, remove the Parking Lot Improvements and restore the Licensed Area to a condition satisfactory to the City Engineer. If Licensee fails to remove the Parking Lot Improvements from the Licensed Area and restore Licensed Area within thirty (30) days of ceasing to do business that necessitates the Parking Lot Improvements, the City may remove the Parking Lot Improvements and restore the Licensed Area. Licensee shall pay the City for any and all work performed by the City in the restoration of the Licensed Area

### **IV. MAINTENANCE**

All construction and other improvements to the Licensed Area undertaken by Licensee shall be at its sole risk and expense. All construction and improvements shall be made in a workmanlike manner and in compliance with all applicable federal, state, and municipal law regulations. Licensee shall be responsible for obtaining any and all necessary permits and approvals required for any improvements constructed pursuant to this License Agreement. The Licensee shall be responsible for all costs associated with the installation, maintenance, and removal of the Parking Lot Improvements.

The Licensee shall keep the Licensed Area in good condition and repair, safe for public

travel and use, and free from snow, ice, and dirt to the satisfaction of the City.

## **V. MUNICIPAL & PRIVATE UTILITY INFRASTRUCTURE**

Any municipal infrastructure, including but not limited to, parking meters, signs, sidewalks, etc., impacted by the construction of the parking lot improvements shall be replaced or relocated per direction from the City Engineer at the cost of the Licensee.

Licensee affirms and accepts that an existing City maintained underground eight (8") inch PVC sewer line, a six (6") inch coated steel gas line, and a force main sewer line cross the Licensed Area. The Licensee, or its agent, shall coordinate with the City's Engineering Services Division prior to, and during construction of the parking lot improvements to ensure that these lines are not damaged by the construction of the Parking Lot Improvements. Any damage to the City's infrastructure from the construction or operation of the Parking Lot Improvements shall be the responsibility of the Licensee.

During the term of this License Agreement, should the City have to service, repair, relocate, or otherwise do any work to this infrastructure in a manner that requires the City, or its agent, to remove any portion of the Parking Lot Improvements, the City shall bear no responsibility for any damage nor any obligation (financial or otherwise) to rebuild any portion of the Parking Lot Improvements. If the City incurs a documentable greater cost to any work it undertakes to the infrastructure due to the presence of the Parking Lot Improvements, that cost shall be borne by the Licensee. The City shall make an effort to notify the Licensee prior to any work being done; however, the City is under no obligation to do so in emergency situations where such notice is not feasible.

## **VI. TERM AND TERMINATION**

This License Agreement shall remain in effect until terminated by the City at any time and for any reason.

The City may terminate this License Agreement in writing to Licensee or its agent(s) at any time and for any reason. It is understood and agreed between the Parties that upon any termination of this License Agreement, Licensee shall have no claim whatsoever upon the City for reimbursement of any of Licensee's costs in the exercise of the license rights set forth in this License Agreement.

In the event of termination, the Licensee shall immediately, but no more than thirty (30) days following notice, at its sole expense, restore the Licensed Area to a condition satisfactory to the City Engineer. If Licensee fails to restore the Licensed Area within thirty (30) days of the notice of termination, the City may restore the Licensed Area. Licensee shall pay the City for any and all work performed by the City in the restoration of the Licensed Area

## **VII. INDEMNIFICATION**

Licensee shall defend, indemnify, and hold harmless the City and its officials, agents, and employees (collectively, the "Indemnified Parties"), from and against all loss, damage, expense, liability, and other claims, including court costs and reasonable attorneys' fees (collectively,

“Liabilities”) resulting from any third party actions relating to the breach of any representation set forth in this License Agreement and from injury to or death of persons, and damage to or loss of property to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Licensee (or its contractors, agents or employees) in connection with this License Agreement; provided, however, that nothing herein shall require the Licensee to indemnify the Indemnified Parties for any Liabilities to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the City. Additionally, to the fullest extent permitted by law, no official, employee, agent, or representative of the City shall be individually or personally liable for any obligation or liability of Licensee under this License Agreement.

Further, Licensee agrees that the City, its agencies and their employees, agents, and representatives shall not incur any legal liability whatsoever to Licensee for any damage to the Licensed Area or to any other property or employee of Licensee or to any other person or entity hired by or affiliated with Licensee resulting from or arising out of the use of the Licensed Area.

### **VIII. INSURANCE**

It is agreed that during the term of this License Agreement, Licensee, at its sole cost and expense and for the mutual benefit of the Licensee and the City, shall furnish the City a Certificate of Insurance confirming that Licensee has in force general liability insurance, naming the City as an additional insured, with waiver of subrogation favoring the City, in an amount not less than \$1,000,000 per incident or occurrence and an aggregate of \$2,000,000. The evidence of insurance shall be filed with the City prior to the construction of the improvements and shall include a statement by the carrier that a thirty (30) day notice will be given to the City before cancellation of coverage. The insurance shall remain in place until the termination of the License Agreement.

### **IX. COMPLIANCE WITH LAW**

The Licensee shall use, possess, maintain, repair, and replace said Licensed Area, and any improvements to the Licensed Area, in compliance with all applicable federal, state, and local laws, codes, ordinances, statutes, rules, and regulations, and in accordance with any and all federal, state, and local permits and approvals.

### **X. NOTICES**

Any notice or other communication required by this License Agreement will be deemed to have been duly given, if deposited in the U.S. Mail, postage prepaid, and addressed to the other City or Licensee at the address set forth in the identification of the Parties in this License Agreement.

### **XI. DISPUTES**

The Parties hereby submit to the jurisdiction of the courts of the State of New Hampshire and the courts from which an appeal from such trial venue may be taken or other relief may be sought for purposes of any action or proceeding arising out of this License Agreement or any related agreement, and further waive any and all objections they may have as to venue in such courts and waive all rights to bring any such action or proceeding before any other court or tribunal.

All legal actions taken by the Parties shall be commenced in Merrimack County New Hampshire Superior Court.

## **XII. NO ORAL WAIVER, MODIFICATION, OR TERMINATION**

This License Agreement may not be changed, modified, waived, discharged, or terminated orally, but only by an instrument in writing signed by each of the parties hereto or by the party against which enforcement is sought. Any change, modification, or amendment, which requires the consent or approval of a Governmental Authority, shall be effective only upon receipt of such approval.

## **XIII. GOVERNING LAW**

This License Agreement shall in all respects be governed by, and construed and enforced in accordance with, the laws of the State of New Hampshire.

## **XIV. SEVERABILITY**

If any term or provision of this License Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this License Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this License Agreement shall be valid and be enforced to the fullest extent permitted by law.

## **XV. NO THIRD PARTY BENEFICIARIES**

This License Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue by reason hereof for the benefit of any third party not a party hereto.

## **XVI. CAPTIONS**

The captions and headings throughout this License Agreement are for convenience of reference only and the words contained therein shall in no way be held or deemed to define, limit, explain, modify, amplify, or add to the interpretation, construction, or meaning of any provisions of, or the scope or intent of this License Agreement, nor in any way affect this License Agreement, and shall have no legal effect.

## **XVII. ENTIRE AGREEMENT**

This License Agreement embodies the entire agreement and understanding between the Parties hereto relating to the subject matter hereof and thereof, and supersedes all prior agreements and understandings between the Parties.

## **XVIII. AUTHORITY OF CITY**

Authority for the issuance of this License Agreement was granted by an affirmative action of the City Council on October 11, 2022

**City of Concord**

By: \_\_\_\_\_  
Thomas J. Aspell, Jr., City Manager  
Duly Authorized

Date: \_\_\_\_\_

**Granite State Credit Union**

By: \_\_\_\_\_  
Michele Plaza, Executive Vice  
President/CIO/CLO  
Duly Authorized

Date: \_\_\_\_\_

DRAFT