

LICENSE AGREEMENT

The **CITY OF CONCORD**, a municipal corporation with a principal place of business at 41 Green Street, Concord, New Hampshire 03301 (“Licensor”), hereby grants to **JASON J. CROSS**, of 90 Sanborn Road (Map 07Z, Lot 74), Concord, New Hampshire 03301 (“Licensee”), a license for the purpose of mowing an approximately 6,150 sf area on the abutting City owned parcel known as the Warren and Betty Richards Community Forest, 84 Sanborn Road (Map 07Z, Lot 75), herein referred to as the Conservation Land, as shown on Exhibit A.

The purpose of this license agreement is to permit the Licensee to maintain the existing field by mowing one to two times per year to control invasive species and maintain the field habitat. The Society for the Protection of New Hampshire Forests (SPNHF) holds a Conservation Easement on the parcel. SPNHF has determined that the mowing of this area is not detrimental to the conservation value and is in compliance with the terms of the Conservation Easement, recorded in the Merrimack County Registry of Deeds at Book 2527, Page 140.

This license is subject to the following conditions:

1. In consideration of the City permitting the use of the City owned parcel for the limited purpose of mowing, the Licensee agrees to indemnify, hold harmless, and defend the City from any and all liability arising out of or incident to the Licensee’s use of the Conservation Land.
2. In addition, the Licensee agrees to indemnify and hold harmless the City from any damages arising from the termination of this license agreement and/or damages that might occur to the Conservation Land resulting from erosion, water damage, or any other occurrence which may arise from the Licensee’s use of the Conservation land.
3. The Licensee shall not mow outside the area shown on Exhibit A.
4. The Licensee shall not apply any chemicals, fertilizers, or pesticides on the Conservation Land.
5. The Licensee shall not remove any trees or brush from the Conservation Land without prior written consent from the City of Concord Conservation Commission.
6. The Licensee shall not excavate, fill, or move any earth material on the City owned parcel.
7. The City of Concord may, by fifteen (15) days advance notice, delivered by first-class mail, postage prepaid, to the Licensee at the address listed above, cancel the license at its sole discretion.

8. This license is granted to Jason J. Cross exclusively for a term of five (5) years, and may be renewed by the Conservation Commission for additional five (5) year terms. Any change of ownership of Map 07Z, Lot 74, will require the successor to obtain a new license from the City of Concord.

This grant of a license is made to the Licensee by the City Manager on behalf of the City of Concord by a vote of authorization of the Concord City Council on_____.

CITY OF CONCORD

Date

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

Jason J. Cross accepts this license and the terms contained therein.

Date

By: _____
Jason J. Cross