

Return to:
Bielagus Law Offices PLLC – Y73
PO Box 3091
Peterborough, NH 03458

AMENDMENT TO
NONTRANSFERABLE LICENSE

Amendment to the License is made this 14th day of
September, 2020

by and between Harry H. Bell Estates at Rocky Pond, Inc., a New Hampshire non-profit corporation and the homeowners' association for the Harry H. Bell Estates at Rocky Pond, care of Joseph Rogers, President, of 1143 Center Road, Town of Lyndeborough, Hillsborough County, State of New Hampshire 03082 (hereinafter collectively referred to as LICENSOR), and The Town of Hollis, New Hampshire, a municipal corporation with offices at 7 Monument Square, Town of Hollis, County of Hillsborough and State of New Hampshire acting by and through it, Select Board (hereinafter referred as LICENSEE).

WHEREAS, the LICENSOR is the homeowners' association for the lots shown on the plan entitled, "Final Subdivision/Lot Line Relocation Plan Rocky Pond/Hayden Roads, Hollis, New Hampshire," prepared for the Harry Bell Heirs, dated March 8, 1990, and recorded as Plan No. 25606 in the Hillsborough County Registry of Deeds, in accordance with the Declaration of Covenants and Restrictions for Harry H. Bell Estates at Rocky Pond, Hollis, New Hampshire, dated March 30, 1998, and recorded in said registry in Book 5920 Page 0459 (the "Declaration"), and the Articles of Agreement of Harry H. Bell Estates at Rocky Pond, Inc., dated March 30, 1998 and filed with the New Hampshire Secretary of State;

WHEREAS, said Declaration, Exhibit C, recorded in Book 5920 Page 0477 in said registry, is a License from the lot owners to the Town of Hollis to use the Premises described in said License (the "PREMISES") as a boat launch ("the License");

WHEREAS, the undersigned LICENSOR is the successor in interest to the signatories of the Licensor of said License;

NOW THEREFORE, the parties hereby amend certain sections of said License, as set forth below:

Section 1.2, Prohibited Activities, is hereby struck in its entirety and replaced with the following:

1.2 **Prohibited Activities.** Notwithstanding the limitations set forth in this License, and in further limitation thereof, fishing, swimming, sunbathing, campfires, and picnicking are specifically prohibited on the PREMISES. Hiking, biking, and walk-in access are prohibited, except for ice fishing and ice skating as described below. Only those activities which are expressly allowed by this License and are directly related to boating are allowed on the Premises. The PREMISES shall be closed during those parts of the year which are off-season for boating. The PREMISES shall not be used for an access by vehicles, ice boats, or other apparatus during the off-season months (November 1 to April 1). Ice fishing and ice skating shall be permitted by pedestrian access only. In addition, the following rules and regulations shall apply:

- A. No power boats or boat trailers shall be permitted or used on the PREMISES.
- B. Only canoes, kayaks, and paddle boards not requiring the use of a boat trailer are permitted to use the PREMISES as a landing. No inflatable boats or floats are permitted on the Premises.
- C. Hazardous waste, as defined under state and federal law, is not permitted on the Premises. The use of petroleum products and other solvents or solutions are prohibited.
- D. The landing shall only be available for use from one hour after sunrise to one hour before sunset.
- E. No littering shall be allowed. All trash shall be carried in and carried out.
- F. There is parking for five (5) vehicles only. Only residents may use these parking spaces. Guests of residents must arrive and depart with the residents in the residents' vehicles.
- G. Every guest must be accompanied by the guest's host, a Hollis resident, at all times.
- H. LICENSEE shall erect a gate to prevent access to the PREMISES and Rocky Pond. Keys to the gate shall be in the possession of the Hollis Police Department. Residents of Hollis shall sign out a gate key from the police according to procedures mutually acceptable to Licensor and Licensee. Except as provided above, neither the Licensee nor the Licensor shall erect or cause to be erected any obstruction to the free flow of access to the Premises without expressed written approval of both parties.
- I. Licensee shall provide appropriate signs stating the rules and regulations. Signs shall be approved by Licensor and updated as needed.
- J. The Select Board shall have authority to make such other rules and regulations as it deems appropriate in its sole discretion, subject to the terms of this License Agreement and provided that the rules and regulations shall be in addition to and not in limitation of the restrictions imposed by this License Agreement.

Section 2.4, Notices, is hereby struck in its entirety and replaced with the following:

2.4 **Notices.** Any notice called for under the terms of this Agreement shall be mailed to the LICENSOR at:

Harry H. Bell Estates at Rocky Pond, Inc., care of Joseph Rogers, President, of
1143 Center Road, Lyndeborough, NH 03082

With a copy to:

Bielagus Law Offices PLLC, PO Box 3091, Peterborough, NH 03458

And to the LICENSEE at:

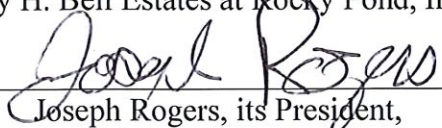
Board of Selectmen, Town of Hollis, 7 Monument Square, Hollis, NH 03049

All notices which are mailed shall be mailed certified or registered mail, return receipt requested and shall be deemed timely provided that the postmark is on or before the required date and time of such notice as required in this Agreement and further provided that the mailing has the appropriate address as set forth in this Agreement.

NOW THEREFORE, in case of any conflict between this Amendment and the License, the terms of this Amendment shall supersede, govern, and control. Except as modified above, the License remains in full force and effect. Neither the License or this Amendment shall be modified, except by a written amendment, signed by both Licensor and Licensee. This Amendment may be terminated by either the LICENSEE or LICENSOR, if either party provides written notice to the other party thirty (30) days prior to the termination date, which notice shall expressly state that the Amendment is terminated. Upon termination of this Amendment, the Amendment shall cease and the License shall revert to the version of March 27, 1991, recorded in Book 5920 Page 0477 in said registry.

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement the day and year first above written under seal.


Harry H. Bell Estates at Rocky Pond, Inc.

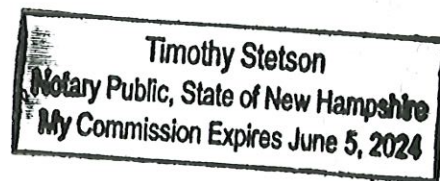
By: 
Joseph Rogers, its President,
duly authorized

STATE OF NEW HAMPSHIRE

HILLSBOROUGH SS

This instrument was acknowledged before me on 10/15/20 (date) by Joseph Rogers as President of the Harry H. Bell Estates at Rocky Pond, Inc.

Signature: 
Name: Timothy Stetson
Title: Justice of the Peace / Notary Public
My commission expires: 06/05/24



Town of Hollis Board of Selectmen

Mark Ledoux
Paul Petry
Susan Benz
Paul Armstrong

STATE OF NEW HAMPSHIRE

HILLSBOROUGH SS

This instrument was acknowledged before me on 9/14/2020 (date) by
MARK Ledoux (name),
DAVID Petry (name),
Peter Band (name),
Susan Benz (name), and
Paul Armstrong (name),
as Members of the Select Board of the Town of Hollis.

Signature: Laurel Radke
Name: Laurel Radke
Title: Justice of the Peace / Notary Public
My commission expires: _____

LAUREL RADKE
Justice of the Peace - New Hampshire
My Commission Expires March 7, 2023

CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Town of Hollis 7 Monument Square Hollis, NH 03049	Member Number: 203	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply	
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence </div>	1/1/2020	1/1/2021	Each Occurrence	\$ 1,000,000
			General Aggregate	\$ 2,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability <div style="border: 1px solid black; padding: 2px; display: inline-block; margin-top: 5px;">Any auto</div>			Combined Single Limit (Each Accident)	
			Aggregate	
<input type="checkbox"/> Workers' Compensation & Employers' Liability			<input type="checkbox"/> Statutory	
			Each Accident	
			Disease – Each Employee	
			Disease – Policy Limit	
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: In regards to Rocky Pond Boat Launch Nontransferable License, the certificate holder is named as an Additional Covered Party.

CERTIFICATE HOLDER:	X	Additional Covered Party		Loss Payee	Primex³ – NH Public Risk Management Exchange By: Mary Beth Purcell Date: 6/24/2020 mpurcell@nhprimex.org
Harry H. Bell Estates at Rocky Pond, Inc., and the homeowners' association for the Harry H. Bell Estates at Rocky Pond, care of Joseph Rogers, President 1143 Center Road Lyndeborough, NH 03082 Congregational Church of Hollis 3 Monument Square Hollis, NH 03049					Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

EXHIBIT C
NONTRANSFERABLE LICENSE

This Agreement is made this _____ day of _____

by and between Nancy B. Bliden and Martha B. Rogers, both of Hollis in the County of Hillsborough and state of New Hampshire and each of their successors and assigns (hereinafter collectively referred to as LICENSOR) and The Town of Hollis, New Hampshire, a municipal corporation with offices at 7 Monument Square, county of Hillsborough and State of New Hampshire acting by and through it, Select Board (hereinafter referred as LICENSEE).

WHEREAS, the LICENSOR has submitted a plan known as "Final Subdivision/Lot Line Relocation Plan" Rocky Pond/Hayden Roads, Hollis, New Hampshire prepared for the Harry Bell Heirs dated March 8, 1990, for subdivision approval by the planning board for the Town of Hollis, New Hampshire which plan has been approved upon the stipulation that the LICENSOR offer to the Town of Hollis a public boat landing under certain terms and conditions;

WHEREAS, this license agreement is offered to the Town of Hollis as satisfaction of that stipulation of planning board approval and as a part of the planning board approval;

WHEREAS, this license agreement is acknowledged and understood to be offered pursuant to a planning board request whereby the planning board approved a subdivision plan; AND

WHEREAS, the Town of Hollis acting through its Select Board, has indicated that it would like to be offered the boat landing pursuant to this license agreement but do not want any financial obligations unless and until the town, acting through its town meeting, has appropriately voted to fund the same; AND

NOW THEREFORE, the parties agree that the LICENSOR does hereby license to the LICENSEE and the LICENSEE does hereby accept license of the PREMISES as described on Exhibit A attached hereto and incorporated herein by reference, subject to the following terms and conditions:

1.1 **Use of the PREMISES.** These PREMISES shall only be used for purposes of a boat landing, as it is expressly allowed in this agreement. The LICENSOR and the LICENSEE agree that the PREMISES shall be used by residents of Hollis and their guests only, and all use shall be subject to the terms of this license Agreement and such other rules and regulations as reasonably adopted by the Select Board. Signs shall be erected and maintained upon the PREMISES to indicate the rules and regulations for the use of this boat landing.

1.2 **Prohibited Activities.** Notwithstanding the limitations set forth in this License, and in further limitation thereof, swimming, sunbathing, campfires and picnicking are specifically prohibited. Only those activities which are expressly allowed in this License and are directly related to boating are allowed. The PREMISES shall not be used for an access by vehicles, ice boats, or other apparatus during the off-season months. The PREMISES shall be closed during those parts of the year which are off-season for boating. Ice fishing and ice skating shall be permitted by pedestrian access only. In addition, the following rules and regulations shall apply:

- A. No power boats shall be permitted to use the PREMISES as a landing except boats powered by electric engines which shall not exceed 3 horse power.
- B. The use of petroleum products and other solvents or solutions which are regulated as hazardous waste by the federal or state governments shall be and is prohibited.
- C. The landing shall be available for use from one hour before dawn and one hour after dusk.
- D. No littering shall be allowed and all rubbish shall be properly collected and placed in a trash receptacle.
- E. The Select Board shall have authority to make such other rules and regulations as it deems appropriate in its sole discretion, subject to the terms of this License Agreement and provided that the rules and regulations shall be in addition to and not in limitation of the restrictions imposed by this License Agreement.

1.3 **Access.** The LICENSEE shall have access to the PREMISES over and across a thirty foot (30') right of way as shown on the plan entitled "Final Subdivision/Lot Line Relocation Plan, Harry Bell Estates at Rocky Pond" recorded at the Hillsborough County Registry of Deeds as Plan No. 25606, which right of way runs from Rocky Pond Road over and across Lot 22-8 to the public boat ramp all as shown on said plan. It shall be the sole responsibility of the LICENSEE to construct, reconstruct, maintain, repair, and otherwise care for the access to the public boat ramp. The accessway shall be a gravel way of reasonable dimensions.

A. **Interim Access.** Until such time as the LICENSEE, through its Select Board, or by town meeting action, shall construct and otherwise provide access to the PREMISES via the provided right-of-way heretofore mentioned, the LICENSEE shall be entitled to use the present access road on a non-exclusive basis with other permitted users as designated by LICENSOR. It is understood that this right of interim access is to terminate upon closure of the present access to parties other than the Hollis Congregational Church as trustee (or those entitled to use the PREMISES under the deed of trust to the Hollis Congregational Church).

1.4 **Term.** The term of this License shall be for five (5) years commencing on the 1st day of November, 1990 and terminating at 12:01 a.m. on that same date, 1995. The license may be renewed at the sole option of the town and shall be automatically renewed unless the LICENSEE provides written notice to the LICENSOR thirty (30) days prior to the renewal date which notice shall expressly state that the license is terminated. Upon termination, this license shall cease and all rights shall revert to the LICENSOR.

1.5 **Utilities.** The LICENSEE shall contract for, in its own name, and shall pay for all utilities and services rendered to or furnished to the PREMISES, if any, including but not limited to electricity, gas, water, oil, telephone or other communication service, garbage and trash removal, and any other utility or service provided to the PREMISES at LICENSEE'S sole discretion, at any time during the term of this License.

1.6 **Insurance.** The LICENSEE shall have the following insurance obligations:

A. **Public Liability.** LICENSEE shall provide, at its own expense, insurance in a form generally known as public liability coverage, insuring the LICENSEE and the LICENSOR against any and all claims and demands made by any person or persons whomsoever for injuries received in connection with the condition, use, occupation, operation and/or maintenance of demised

PREMISES, improvements and buildings thereon, or for any other risk insured against by such policy. The policy or policies shall be written for not less than One Million Dollars (\$1,000,000.00) incurred or claimed by any one person for bodily injury and for not less than Two Million Dollars (\$2,000,000.00) for any one occurrence (in 1990 Dollars). The policy or policies shall provide for coverage with respect to damaged property in an amount not less than One Hundred Twenty Five Thousand Dollars (\$125,000.00). All such policies shall name the LICENSEE and the LICENSOR as their respective interest may appear, as the persons insured by such policies. The written policy shall be delivered by the LICENSEE to the LICENSOR. The coverage shall be adjusted at least every five years to reflect the change in the Consumer Price Index for the same period. The adjustment shall be pursuant to the formula attached as Exhibit B.

B. **Certificates/Policies.** All such insurance policies shall be evidenced by a certificate which, together with evidence of payment of premiums, shall be delivered to the LICENSOR before the commencement of the term of this License, or before any use, occupancy or possession of the PREMISES, whichever is sooner. Not less than ten (10) days prior to the expiration of any such policy or policies, evidence of the renewal of such policy or policies, together with evidence of the payment of premiums of the renewal period or new policy, as the case may be, shall be delivered to the LICENSOR. All such insurance shall contain an Agreement by the insurance company that the policy or policies will not be cancelled or the coverage changed without thirty (30) days prior written notice to the LICENSOR. All policies shall name the LICENSEE and the LICENSOR, as their respective interest may appear, as the persons insured by such policies.

C. **Limits.** Notwithstanding the provisions of the foregoing, the LICENSEE shall not be obliged to provide insurance coverage in any amounts not normally available to the LICENSEE and/or carried by the LICENSEE in coverage on its other recreation or publicly accessed land. Nothing in this writing shall be construed to oblige the LICENSEE to carry any insurance obligations above and beyond the limits normally carried and available to LICENSEE.

1.7 **Maintenance.** It shall be the sole responsibility and obligation of the LICENSEE to maintain and or repair the PREMISES and to keep the PREMISES in good, clean and safe condition. Without limiting the foretasted, the LICENSEE shall not commit waste on or against the PREMISES, shall not alter the existing landscape or topography without the express written consent of the LICENSOR, and shall not remove any soil or other material from the PREMISES nor shall the LICENSEE dump or fill the PREMISES with any soil or other material. No physical improvements shall be erected, built or otherwise constructed without the express written consent of the LICENSOR. The LICENSEE shall provide for the neat and sanitary storage of all rubbish and trash on the PREMISES and shall also provide for the regular pickup and disposal of any rubbish or trash deposited within the receptacles or otherwise left on the PREMISES. The LICENSEE shall keep the PREMISES clear of all rubbish, trash and other impediments to the use of the PREMISES as a boat landing. No provision of this paragraph shall apply to the LICENSEE'S activity, present or future, in establishing and/or maintaining the access as provided for in Para 1.3 and 1.3 A of this instrument

1.8 **Liability/Indemnity.** The LICENSOR shall not be liable to the LICENSEE for any injury or damage to the PREMISES or to any property of the LICENSEE which may be located on the PREMISES. The LICENSEE shall hold harmless and indemnify the LICENSOR from and against any and all liabilities, claims, damages, suits, and demands of any kind or nature by or on behalf of any person, firm, association or corporation arising out of or based upon any incident, occurrence, injury or loss which shall or may have occurred or occur on the PREMISES or from and against any such matter or thing growing or arising out of the condition, maintenance, use, occupation or operation of the PREMISES or the installation

of any improvement or property thereon or the removal of any improvement or property therefrom except for liabilities, claims, damages, suits and demands based upon the conduct, acts or omissions of the LICENSOR. This paragraph is not intended to impose any liability upon the Town of Hollis beyond the scope of its ordinary liability as a municipality established under New Hampshire law.

1.9 **Real Property Taxes and Assessments.** So long as the PREMISES are used by the Town in the fashion set forth hereunder, it is understood that the taxes on the PREMISES will be totally abated as a result of the recognition of the diminution in value occasioned by the easement created in this agreement. When and if this agreement is terminated, the property will be treated in its normal fashion for taxation purposes.

1.10 **Memorandum of License.** Neither party will record this license but both parties will on demand by the other, execute an appropriate memorandum of notice of this License in form and substance satisfactory to LICENSOR to be recorded at LICENSEE'S expense.

1.11 **Police Supervision.** The LICENSEE shall cause the PREMISES to be patrolled regularly and to otherwise enforce all of the laws, rules and regulations applicable to the use of the PREMISES as set forth in the laws of the State of New Hampshire, the ordinances of the Town of Hollis, and the rules and regulations set forth in this license. The LICENSEE'S police department shall prosecute offenders of the laws of the State of New Hampshire and the ordinances of the Town of Hollis to the extent they apply to the PREMISES. It is understood and agreed that the Town has no obligation to patrol or otherwise supervise activities on the water.

1.12 **Breach of Conditions.**

A. **Notices.** Upon breach of any covenant or condition, the LICENSOR shall provide to the LICENSEE written notice of any breach or claimed breach (Notice of Breach). The LICENSEE shall have thirty (30) days to cure the breach, or, in the event the breach cannot be reasonably cured within the said thirty (30) day period, the LICENSEE shall have a reasonable time to cure the same. If there is a dispute regarding the breach or the cure, or the time reasonably appropriate to the cure, the parties shall proceed with compulsory arbitration in accord with paragraph 2.1.

B. **Other Remedies.** Without limiting the foretasted, in the event that the LICENSEE shall fail, refuse or neglect to pay charges or shall fail, refuse or neglect to perform other obligations under this license, the LICENSOR, after thirty (30) days written notice to the LICENSEE, may pay such charges, or perform said obligations and charge to the LICENSEE the amount so paid. The amounts shall be immediately due and payable to the LICENSOR by the LICENSEE.

C. **Fees and Expenses.** LICENSEE shall indemnify LICENSOR against any expenses, including reasonable attorneys' fees directly incurred by LICENSOR as the result of any material breach by the LICENSEE of any covenant or condition of this License. LICENSOR shall indemnify LICENSEE against any expenses, including reasonable attorneys' fees incurred directly by LICENSEE as the result of any material breach by the LICENSOR of a covenant or condition of this License.

1.13 **LICENSEE's Obligations.** Notwithstanding the foretasted, the LICENSEE and the LICENSOR acknowledge that the PREMISES are licensed to the LICENSEE in the condition that they now exist, as is, and with no warranties. The LICENSEE has no obligation to improve the PREMISES. The LICENSOR and the LICENSEE agree and acknowledge that the LICENSEE intends to ask the Town

of Hollis (at a Town Meeting) to authorize expenditures relating to this License Agreement before any such expenditures will be made. Improvements may be made in accord with the terms of this License, but are not obligatory. In the event no expenditures are authorized and no improvements are made, the LICENSEE may accept this License for the term as stated or may terminate this License immediately.

II. MISCELLANEOUS

2.1 **Arbitration.** If any dispute arises between the parties or their successors regarding any question of material fact or interpretation of this Agreement, the parties shall seek arbitration of the dispute according to the rules and procedures of the American Arbitration Association. Arbitration regarding any question of fact or interpretation of this agreement shall be compulsory and binding upon all parties.

2.2 **Separability.** If any of the provisions of this agreement are held to be unenforceable for any reason, such holding shall not affect the validity or enforceability of any other provision.

2.3 **Entire Agreement.** No modification of any term in the Agreement shall be effective unless it has been committed to writing and signed by each party.

2.4 **Notices.** Any notice called for under the terms of this Agreement shall be mailed to the LICENSOR at:

And to the LICENSEE at:

Board of Selectmen, Town of Hollis, 7 Monument Square, Hollis, New Hampshire 03049

All notices which are mailed shall be mailed certified or registered mail, return receipt requested and shall be deemed timely provided that the postmark is on or before the required date and time of such notice as required in this Agreement and further provided that the mailing has the appropriate address as set forth in this Agreement.

2.5 **Captions.** The captions are inserted solely for reference and are not intended to limit or describe the scope of the terms in this License Agreement.

2.6 **New Hampshire Law.** This instrument shall be construed and interpreted in accord with the laws of the State of New Hampshire.

2.7 **Counterparts.** This License may be executed in two or more counterparts each of which shall be deemed an original and all collectively shall be deemed one and the same instrument.

2.8 **Not Transferable.** This license is granted in conjunction with a town approval for a subdivision plan. The license is not transferable to any other entity or town.

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement the day and year first above written under seal.

In Paragraph 1.2.c: Dusk means sunset and dawn means sunrise.

Witness:

Nancy Bliden

Martha B. Rogers

Town of Hollis
Board of Selectmen

STATE OF NEW HAMPSHIRE

HILLSBOROUGH SS

On the _____ day of _____, _____, personally appeared before me Nancy Bliden and Martha B. Rogers known to me or satisfactory proven to be the persons whose names are subscribed to the within instrument and acknowledge that they executed the same for the purposes therein contained.

Justice of the Peace\Notary Public

STATE OF NEW HAMPSHIRE

HILLSBOROUGH SS

On the _____ day of _____, _____, personally appeared before me
_____, _____, _____, _____,
_____, known to me or satisfactory proven to be the persons whose names are
subscribed to the within instrument and acknowledge that they executed the same for the purposes therein
contained.

Justice of the Peace\Notary Public

NONTRANSFERABLE LICENSE

This Agreement is made this 27th day of March 1991, 1990 by and between Nancy B. Bliden and Martha B. Rogers, both of Hollis in the County of Hillsborough and State of New Hampshire and each of their successors and assigns (hereinafter collectively referred to as LICENSOR) and The Town of Hollis, New Hampshire, a municipal corporation with offices at Main Street, County of Hillsborough and State of New Hampshire acting by and through its Board of Selectmen (hereinafter referred to as LICENSEE).

WHEREAS, the LICENSOR has submitted a plan known as "Final Subdivision/Lot Line Relocation Plan" Rocky Pond/Hayden Roads, Hollis, New Hampshire prepared for the Harry Bell Heirs dated March 8, 1990, for subdivision approval by the planning board for the Town of Hollis, New Hampshire which plan has been approved upon the stipulation that the LICENSOR offer to the Town of Hollis a public boat landing under certain terms and conditions;

WHEREAS, this license agreement is offered to the Town of Hollis as satisfaction of that stipulation of planning board approval and as a part of the planning board approval;

WHEREAS, this license agreement is acknowledged and understood to be offered pursuant to a planning board request whereby the planning board approved a subdivision plan; AND

WHEREAS, the Town of Hollis acting through its selectmen, has indicated that it would like to be offered the boat landing pursuant to this license agreement but do not want any financial obligations unless and until the town, acting through its town meeting, has appropriately voted to fund the same; AND

NOW THEREFORE, the parties agree that the LICENSOR does hereby license to the LICENSEE and the LICENSEE does hereby accept license of the PREMISES as described on Exhibit A attached hereto and incorporated herein by reference, subject to the following terms and conditions:

1.1 Use of the PREMISES. These PREMISES shall only be used for purposes of a boat landing, as it is expressly allowed in this agreement. The LICENSOR and the LICENSEE agree that the PREMISES shall be used by residents of Hollis and their guests only, and all use shall be subject to the terms of this license Agreement and such other rules and regulations as reasonably adopted by the Board of Selectmen. Signs shall be erected and maintained upon the PREMISES to indicate the rules and regulations for the use of this boat landing.

1.2 Prohibited Activities. Notwithstanding the limitations set forth in this License, and in further limitation thereof, swimming, sunbathing, campfires and picnicking are specifically prohibited. Only those activities which are expressly allowed in

this License and are directly related to boating are allowed. The PREMISES shall not be used for an access by vehicles, ice boats, or other apparatus during the off-season months. The PREMISES shall be closed during those parts of the year which are off-season for boating. Ice fishing and ice skating shall be permitted by pedestrian access only. In addition, the following rules and regulations shall apply:

- A. No power boats shall be permitted to use the PREMISES as a landing except boats powered by electric engines which shall not exceed 3 horse power.
- B. The use of petroleum products and other solvents or solutions which are regulated as hazardous waste by the federal or state governments shall be and is prohibited.
- C. The landing shall be available for use from one hour before dawn and one hour after dusk.
- D. No littering shall be allowed and all rubbish shall be properly collected and placed in a trash receptacle.
- E. The Board of Selectmen shall have authority to make such other rules and regulations as it deems appropriate in its sole discretion, subject to the terms of this License Agreement and provided that the rules and regulations shall be in addition to and not in limitation of the restrictions imposed by this License Agreement.

1.3 Access. The LICENSEE shall have access to the PREMISES over and across a thirty foot (30') right of way as shown on the plan entitled "Final Subdivision/Lot Line Relocation Plan, Harry H. Bell Estates at Rocky Pond" recorded at the Hillsborough County Registry of Deeds as Plan No. _____, which right of way runs from Rocky Pond Road over and across Lot 1-18 to the public boat ramp all as shown on said plan. It shall be the sole responsibility of the LICENSEE to construct, reconstruct, maintain, repair, and otherwise care for the access to the public boat ramp. The accessway shall be a gravel way of reasonable dimensions.

- A. Interim Access. Until such time as the LICENSEE, through its Board of Selectmen, or by town meeting action, shall construct and otherwise provide access to the PREMISES via the provided right-of-way heretofore mentioned, the LICENSEE shall be entitled to use the present access road on a non-exclusive basis with other permitted users as designated by LICENSOR. It is understood that this right of interim access is to terminate upon closure of the present access to parties other than the Hollis Congregational

Church as trustee (or those entitled to use the PREMISES under the deed of trust to the Hollis Congregational Church).

1.4 Term. The term of this License shall be for five (5) years commencing on the 1st day of November, 1990 and terminating at 12:01 a.m. on that same date, 1995. The license may be renewed at the sole option of the town and shall be automatically renewed unless the LICENSEE provides written notice to the LICENSOR thirty (30) days prior to the renewal date which notice shall expressly state that the license is terminated. Upon termination, this license shall cease and all rights shall revert to the LICENSOR.

1.5 Utilities. The LICENSEE shall contract for, in its own name, and shall pay for all utilities and services rendered to or furnished to the PREMISES, if any, including but not limited to electricity, gas, water, oil, telephone or other communication service, garbage and trash removal, and any other utility or service provided to the PREMISES at LICENSEE'S sole discretion, at any time during the term of this License.

1.6 Insurance. The LICENSEE shall have the following insurance obligations:

A. Public Liability. LICENSEE shall provide, at its own expense, insurance in a form generally known as public liability coverage, insuring the LICENSEE and the LICENSOR against any and all claims and demands made by any person or persons whomsoever for injuries received in connection with the condition, use, occupation, operation and/or maintenance of demised PREMISES, improvements and buildings thereon, or for any other risk insured against by such policy. The policy or policies shall be written for not less than One Million Dollars (\$1,000,000.00) incurred or claimed by any one person for bodily injury and for not less than Two Million Dollars (\$2,000,000.00) for any one occurrence (in 1990 Dollars). The policy or policies shall provide for coverage with respect to damaged property in an amount not less than One Hundred Twenty Five Thousand Dollars (\$125,000.00). All such policies shall name the LICENSEE and the LICENSOR as their respective interest may appear, as the persons insured by such policies. The written policy shall be delivered by the LICENSEE to the LICENSOR. The coverage shall be adjusted at least every five years to reflect the change in the Consumer Price Index for the same period. The adjustment shall be pursuant to the formula attached as Exhibit B.

B. Certificates/Policies. All such insurance policies shall be evidenced by a certificate which, together with evidence of payment of premiums, shall be delivered to the LICENSOR before the commencement of the term of this

License, or before any use, occupancy or possession of the PREMISES, whichever is sooner. Not less than ten (10) days prior to the expiration of any such policy or policies, evidence of the renewal of such policy or policies, together with evidence of the payment of premiums of the renewal period or new policy, as the case may be, shall be delivered to the LICENSOR. All such insurance shall contain an Agreement by the insurance company that the policy or policies will not be cancelled or the coverage changed without thirty (30) days prior written notice to the LICENSOR. All policies shall name the LICENSEE and the LICENSOR, as their respective interest may appear, as the persons insured by such policies.

C. Limits. Notwithstanding the provisions of the foregoing, the LICENSEE shall not be obliged to provide insurance coverage in any amounts not normally available to the LICENSEE and/or carried by the LICENSEE in coverage on its other recreation or publicly accessed land. Nothing in this writing shall be construed to oblige the LICENSEE to carry any insurance obligations above and beyond the limits normally carried and available to LICENSEE.

1.7 Maintenance. It shall be the sole responsibility and obligation of the LICENSEE to maintain and repair the PREMISES and to keep the PREMISES in good, clean and safe condition. Without limiting the aforestated, the LICENSEE shall not commit waste on or against the PREMISES, shall not alter the existing landscape or topography without the express written consent of the LICENSOR, and shall not remove any soil or other material from the PREMISES nor shall the LICENSEE dump or fill the PREMISES with any soil or other material. No physical improvements shall be erected, built or otherwise constructed without the express written consent of the LICENSOR. The LICENSEE shall provide for the neat and sanitary storage of all rubbish and trash on the PREMISES and shall also provide for the regular pickup and disposal of any rubbish or trash deposited within the receptacles or otherwise left on the PREMISES. The LICENSEE shall keep the PREMISES clear of all rubbish, trash and other impediments to the use of the PREMISES as a boat landing. No provision of this paragraph shall apply to the LICENSEE'S activity, present or future, in establishing and/or maintaining the access as provided for in Para 1.3 and 1.3 A of this instrument.

1.8 Liability/Indemnity. The LICENSOR shall not be liable to the LICENSEE for any injury or damage to the PREMISES or to any property of the LICENSEE which may be located on the PREMISES. The LICENSEE shall hold harmless and indemnify the LICENSOR from and against any and all liabilities, claims, damages, suits, and demands of any kind or nature by or on behalf of any person, firm, association or corporation arising out of or based upon any incident, occurrence, injury or loss which shall

or may have occurred or occur on the PREMISES or from and against any such matter or thing growing or arising out of the condition, maintenance, use, occupation or operation of the PREMISES or the installation of any improvement or property thereon or the removal of any improvement or property therefrom except for liabilities, claims, damages, suits and demands based upon the conduct, acts or omissions of the LICENSOR. This paragraph is not intended to impose any liability upon the Town of Hollis beyond the scope of its ordinary liability as a municipality established under New Hampshire law.

1.9 Real Property Taxes and Assessments. So long as the PREMISES are used by the Town in the fashion set forth hereunder, it is understood that the taxes on the PREMISES will be totally abated as a result of the recognition of the diminution in value occasioned by the easement created in this agreement. When and if this agreement is terminated, the property will be treated in its normal fashion for taxation purposes.

1.10 Memorandum of License. Neither party will record this license but both parties will on demand by the other, execute an appropriate memorandum of notice of this License in form and substance satisfactory to LICENSOR to be recorded at LICENSEE'S expense.

1.11 Police Supervision. The LICENSEE shall cause the PREMISES to be patrolled regularly and to otherwise enforce all of the laws, rules and regulations applicable to the use of the PREMISES as set forth in the laws of the State of New Hampshire, the ordinances of the Town of Hollis, and the rules and regulations set forth in this license. The LICENSEE'S police department shall prosecute offenders of the laws of the State of New Hampshire and the ordinances of the Town of Hollis to the extent they apply to the PREMISES. It is understood and agreed that the Town has no obligation to patrol or otherwise supervise activities on the water.

1.12 Breach of Conditions.

A. Notices. Upon breach of any covenant or condition, the LICENSOR shall provide to the LICENSEE written notice of any breach or claimed breach (Notice of Breach). The LICENSEE shall have thirty (30) days to cure the breach, or, in the event the breach cannot be reasonably cured within the said thirty (30) day period, the LICENSEE shall have a reasonable time to cure the same. If there is a dispute regarding the breach or the cure, or the time reasonably appropriate to the cure, the parties shall proceed with compulsory arbitration in accord with paragraph 2.1.

B. Other Remedies. Without limiting the aforestated, in the event that the LICENSEE shall fail, refuse or neglect to pay charges or shall fail, refuse or neglect to perform

other obligations under this license, the LICENSOR, after thirty (30) days written notice to the LICENSEE, may pay such charges, or perform said obligations and charge to the LICENSEE the amount so paid. The amounts shall be immediately due and payable to the LICENSOR by the LICENSEE.

C. Fees and Expenses. LICENSEE shall indemnify LICENSOR against any expenses, including reasonable attorneys' fees directly incurred by LICENSOR as the result of any material breach by the LICENSEE of any covenant or condition of this License. LICENSOR shall indemnify LICENSEE against any expenses, including reasonable attorneys' fees incurred directly by LICENSEE as the result of any material breach by the LICENSOR of a covenant or condition of this License.

1.13 LICENSEE's Obligations. Notwithstanding the aforestated, the LICENSEE and the LICENSOR acknowledge that the PREMISES are licensed to the LICENSEE in the condition that they now exist, as is, and with no warranties. The LICENSEE has no obligation to improve the PREMISES. The LICENSOR and the LICENSEE agree and acknowledge that the LICENSEE intends to ask the Town of Hollis (at a Town Meeting) to authorize expenditures relating to this License Agreement before any such expenditures will be made. Improvements may be made in accord with the terms of this License, but are not obligatory. In the event no expenditures are authorized and no improvements are made, the LICENSEE may accept this License for the term as stated or may terminate this License immediately.

II. MISCELLANEOUS

2.1 Arbitration. If any dispute arises between the parties or their successors regarding any question of material fact or interpretation of this Agreement, the parties shall seek arbitration of the dispute according to the rules and procedures of the American Arbitration Association. Arbitration regarding any question of fact or interpretation of this agreement shall be compulsory and binding upon all parties.

2.2 Separability. If any of the provisions of this Agreement are held to be unenforceable for any reason, such holding shall not affect the validity or enforceability of any other provisions.

2.3 Entire Agreement. No modification of any term in the Agreement shall be effective unless it has been committed to writing and signed by each party.

2.4 Notices. Any notice called for under the terms of this Agreement shall be mailed to the LICENSOR at: Nancy B. Bliden and Martha B. Rogers, P.O. Box 477, Hollis, New Hampshire 03049.

And to the LICENSEE at:

Board of Selectmen, Town of Hollis, Main Street, Hollis, New Hampshire 03049.

All notices which are mailed shall be mailed certified or registered mail, return receipt requested and shall be deemed timely provided that the postmark is on or before the required date and time of such notice as required in this Agreement and further provided that the mailing has the appropriate address as set forth in this Agreement.

2.5 Captions. The captions are inserted solely for reference and are not intended to limit or describe the scope of the terms in this License Agreement.

2.6 New Hampshire Law. This instrument shall be construed and interpreted in accord with the laws of the State of New Hampshire.

2.7 Counterparts. This License may be executed in two or more counterparts each of which shall be deemed an original and all collectively shall be deemed one and the same instrument.

2.8 Not Transferable. This license is granted in conjunction with a town approval for a subdivision plan. The license is not transferable to any other entity or town.

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement the day and year first above written under seal.

In Paragraph 1.2.c: Dusk means sunset and dawn means sunrise.

Witness:

Louise R. King

Nancy B. Bliden
Nancy B. Bliden 4/18/91

Louise R. King

Martha B. Rogers
Martha B. Rogers 4/18/91

TOWN OF HOLLIS
BOARD OF SELECTMEN

Louise R. King

BY: Richard J. [Signature]
~~BY:~~ James Belanger 3/27/91

STATE OF NEW HAMPSHIRE
HILLSBOROUGH SS

On this 18th day of April, 1991, personally appeared before me Nancy B. Bliden and Martha B. Rogers known to me or satisfactory proven to be the persons whose names are subscribed to the within instrument and acknowledge that they executed the same for the purposes therein contained.

Louise R. King
~~Justice of the Peace~~/Notary Public

MY COMMISSION EXPIRES NOVEMBER 12, 1991

STATE OF NEW HAMPSHIRE
HILLSBOROUGH SS

On this 27th day of March, 1991 personally appeared Richard Walker, Philip W. Mercer, James Belanger known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledge that he executed the same for the purposes therein contained.

Louise R. King
~~Justice of the Peace~~/Notary Public

MY COMMISSION EXPIRES NOVEMBER 12, 1991

2/5/91