



RESOLUTION

**APPROVING A FIVE YEAR FOURTH AMENDMENT TO A LICENSE AGREEMENT
WITH UNITED PARCEL SERVICE, INC. FOR PARKING ON WHIPPLE STREET
FOR MINE FALLS PARK**

CITY OF NASHUA

In the Year Two Thousand and Fifteen

RESOLVED by the Board of Aldermen of the City of Nashua that the attached Fourth Amendment to a License Agreement by and between United Parcel Service, Inc. and the City of Nashua for use over the next five years of a portion of the parking lot at 3 Whipple Street is hereby approved.

Funding for the city portion (\$2,675.00) of the FY2016 obligation is available in the Mine Falls Park Expendable Trust Fund Account TF77.7052 54800 "Land Rental".

LEGISLATIVE YEAR 2015

RESOLUTION: R-15-158

PURPOSE: Approving a five year Fourth Amendment to a License Agreement with United Parcel Service, Inc. for parking on Whipple Street for Mine Falls Park

SPONSOR(S): Mayor Donnalee Lozeau

**COMMITTEE
ASSIGNMENT:**

FISCAL NOTE: The estimated annual cost to the city for this contract is \$2,625.

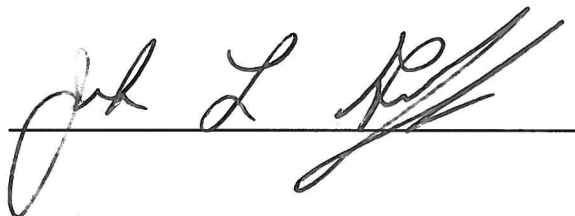
ANALYSIS

This resolution would approve a five-year fourth amendment to the existing license agreement between United Parcel Service, Inc. and the City of Nashua for a license to park in a portion of the parking lot at 3 Whipple Street for use of Mine Falls Park. The city portion (\$2,625.00) of the FY2016 obligation is available in the Mine Falls Park Expendable Trust Fund Account TF77.7052 54800 "Land Rental". The balance of the annual obligation (\$825.00) is provided by the Nashua Soccer Council. This parking lot license agreement has the support of the Mine Falls Advisory Committee.

**Approved as to account
structure, numbers and
amount:**

Financial Services Division

By:



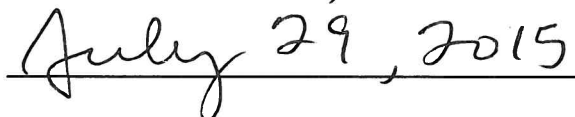
Approved as to form:

Office of Corporation Counsel

By:



Date:



FOURTH AMENDMENT TO LICENSE

THIS FOURTH AMENDMENT TO LICENSE (“Fourth Amendment”) dated this ____ day of _____, 2015 (the “Effective Date”) by and between **UNITED PARCEL SERVICE, INC.**, an Ohio corporation (“Licensor”), and **CITY OF NASHUA**, a municipal corporation located in Hillsborough County, State of New Hampshire (“Licensee”).

Recitals

- A. BT-Newyo, LLC is the owner of a parcel of land containing approximately 15.35 acres (the “Premises”), more or less, located at 3 Whipple Street, Nashua, NH.
- B. Licensor is the successor-in-interest to United Parcel Service, Inc. (NY) by merger, is the tenant under a certain Lease of the Premises dated June 1, 1989 with Willmanch Corporation, predecessor in interest to BT-Newyo, LLC, as “Landlord” therein and Licensor has the authority to enter into this License with Licensee.
- C. Licensee and Licensor have entered into a License Agreement dated May 1, 2004, as well as a First, Second, and Third Amendment to License (collectively, the “Agreement”) whereby certain permission was granted to Licensee to use a portion of the Premises for seasonal parking of automobiles.
- D. Licensee and Licensor wish to make certain amendments to that License pursuant to the terms and conditions set forth herein.

Agreement

NOW, THEREFORE, in consideration of the covenants herein contained, and other good and valuable consideration, the receipt and/or sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. **Recitals.** The hereinabove recitals are true and correct.
2. **Definitions.** Unless defined otherwise in this Fourth Amendment, all capitalized terms used in this Fourth Amendment shall have the same meaning and definition as given them in the License.
3. **Termination Date; License Fee.** The “termination date” as set forth in the Agreement is hereby amended from April 30, 2015 to April 30, 2020. The License Fee for the period from May 1, 2015 through April 30, 2020 shall be Three Thousand and Five Hundred (\$3,500.00) Dollars per year which shall be paid to Licensor annually on or before May 1 of each year that the License Agreement is in effect without demand, deduction or set-off.
4. **Insurance.** The amount in Section 6 (Insurance) of the Agreement shall be increased from One Million Dollars (\$1,000,000) to Two Million Dollars (\$2,000,000).
5. **Effect.** Except as expressly set forth in this Fourth Amendment, all terms and conditions of the License shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment as of the day and year first above written.

LICENSOR: UNITED PARCEL SERVICE, INC. (OH)

By: _____

Title: _____

Date: _____, 2015

LICENSEE: CITY OF NASHUA

By: _____

Title: Donnalee Lozeau, Mayor

Date: _____, 2015