RESOLUTION

AUTHORIZING THE ACCEPTANCE OF A LICENSE FROM BAE OVER LAND LOCATED ON THE CORNER OF CANAL STREET AND NASHUA DRIVE FOR A BUS SHELTER

CITY OF NASHUA

In the Year Two Thousand and Eighteen

RESOLVED by the Board of Aldermen of the City of Nashua to authorize the acceptance of a license from BAE over land located at the corner of Canal Street and Nashua Drive for a bus shelter. The license will be conveyed to the City by a license substantially similar to the attached.
LEGISLATIVE YEAR 2018

RESOLUTION: R-18-070

PURPOSE: Authorizing the acceptance of a license from BAE over land located at the corner of Canal Street and Nashua Drive for a bus shelter.

SPONSOR(S): Mayor Jim Donchess

COMMITTEE ASSIGNMENT:

FISCAL NOTE: Nominal cost for recording license at Hillsborough County Registry of Deeds.

ANALYSIS

This resolution authorizes the acceptance of a license over BAE’s property for constructing and maintaining a Nashua Public Transit passenger waiting shelter and ancillary facilities. The license is being conveyed as part of a contract for transit services between the City and BAE.

Approved as to form: Office of Corporation Counsel

By: [Signature]

Date: August 8, 2018
Bus Shelter License

KNOW ALL PERSONS BY THESE PRESENTS, that British Aerospace Engineering (BAE), a company having its principal place of business at 95 Canal Street, Nashua, NH 03064 ("Grantor"), for consideration paid, Grants to the City of Nashua, a New Hampshire municipal corporation, having its principal place of business at 229 Main Street, Nashua, New Hampshire 03061 and its successors and assigns ("Grantee"), the exclusive right and license more particularly described below, over, under and across a certain tract of land in the City of Nashua, County of Hillsborough, State of New Hampshire known as 95 Canal Street, conveyed to Grantor by deed of Lockheed Martin Corporation dated November 27, 2000, and recorded in the Hillsborough County Registry of Deeds at Book 6322, Page 0340 ("Land"). The license area is more particularly bounded and described as follows (the "License Area"):

[enter description]

The License Area contains 388 sq.ft., more or less.

The License Area is shown on a plan recorded at the Hillsborough County Registry of Deeds as Plan #____ entitled "______"; dated _______________ and prepared by _______________.

Grantor grants to Grantee the exclusive right and license to use the License Area for the purposes of constructing, installing and maintaining a passenger waiting shelter and ancillary facilities such as seating, bicycle racks and trash receptacles (collectively referred to herein as the "shelter"). The shelter shall be used solely as a public transit passenger waiting shelter. This License will be in effect until at least October 1, 2019 and, thereafter, may be terminated by either party if the Transportation Agreement between Grantee, though the Nashua Transit System, and BAE Systems is no longer in effect and with ninety (90) days written notice to the other party. After the 90 day notice period has run, the terminating party will record a termination in the Hillsborough County Registry of Deeds.
Grantee shall bear sole responsibility for construction and installation of the shelter in a safe manner and shall indemnify Grantor against any loss, damage, expense or liability resulting from such construction and installation of the shelter or failure of Grantee to comply with its responsibilities hereunder. Grantee shall own the shelter.

Grantor shall bear sole responsibility for maintenance of the shelter in a safe manner and shall indemnify Grantee against any loss, damage, expense or liability resulting from such maintenance of the shelter or failure of Grantor to comply with its maintenance responsibilities hereunder. Such maintenance shall include snow and ice removal.

This License shall include the right of access from, to and across Grantor’s abutting land known as 95 Canal Street conveyed to BAE by deed of Lockheed Martin Corporation dated November 27, 2000, and recorded in Hillsborough County Registry of Deeds at Book 6322, Page 0340 ("Land") for all purposes in connection with the exercise of the within granted rights and license; the right to excavate, trench, and backfill by men or machines and temporarily to place excavated earth and other material on said Land, provided that the said Land shall be restored by the Grantee to substantially the condition in which it was immediately prior to such access, excavation, trenching, and backfilling subject to Grantee’s rights and License herein; the right to plant, trim, cut down and remove bushes, trees and other plant growth on the Land as and to such extent as in the judgment of the Grantee is necessary for any of the above purposes; and the right to place route, scheduling and advertising on the shelter.

This License shall be governed exclusively by the laws of the State of New Hampshire and any claim or action brought relating to this License shall be brought in Hillsborough County (New Hampshire) Superior Court Southern Judicial District or in the New Hampshire 9th Circuit Court—Nashua and not elsewhere.

Subject to easements, restrictions, and reservations of record.

This transfer is exempt from transfer tax pursuant to N.H. RSA 78-B: 2, I.

City of Nashua Resolution ________________________________ authorizing the City’s acceptance of the License described herein was passed by the Board of Aldermen on ________________.

IN WITNESS WHEREOF, Grantor has caused this License to be duly executed this ________ day of ________________, 2018.
British Aerospace Engineering

By: ___________________________
Name: _________________________
Title: __________________________

STATE OF __________
COUNTY OF __________

On this _______ day of __________, personally appeared the above-named __________ as __________ of British Aerospace Engineering, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he or she executed the same as his or her free act and deed, on behalf of British Aerospace Engineering, for the purposes therein contained.

Notary Public/Justice of the Peace
Print Name: ______________________
My Commission Expires: __________

CITY OF NASHUA

By: ___________________________
James W. Donchess, Mayor
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On this _____ day of __________, 2018, personally appeared the above-named, James W. Donchess, Mayor of the City of Nashua, known to me (or satisfactorily proven) to be the person whose name is subscribed herein and acknowledged that he executed the foregoing instrument, on behalf of the City of Nashua, for the purposes contained therein.

Notary Public/Justice of the Peace
Print Name: ______________________
My Commission Expires: __________