

REVISED AGENDA

COMMITTEE ON LANDS AND BUILDINGS

May 19, 2009

Aldermen Smith, Gatsas,
M. Roy, J. Roy, Osborne

4:30 PM

Aldermanic Chambers
City Hall (3rd Floor)

1. Chairman Smith calls the meeting to order.
2. The Clerk calls the roll.
3. Communication from Linda C. Connell of McLane, Graf, Raulerson & Middleton Professional Association requesting acceptance of the proposed easement from the Boys & Girls Club of Manchester.
Gentlemen, what is your pleasure?
4. Communication from Kevin Sheppard, Public Works Director, advising that the City purchase a certain tract of land adjacent to their current property, on Maple and Valley Street, parcel ID 859-2.
Gentlemen, what is your pleasure?

TABLED ITEM

A motion is in order to remove any item off the table.

5. Communication from Chuck DePrima, Acting Director of Parks & Recreation, requesting approval to enter into an agreement with Trinity High School for the Al Lemire Field at Derryfield Park.
(Note: The Committee has requested that the Parks & Recreation Department submit an itemized list for the \$80,000 proposal, Tabled 5/5/09. Communication from Chuck DePrima regarding the agreement attached. Additional information to be provided by the City Solicitor, if available.)
6. Communication from John Gimmas, Gimmas Electric, requesting permission to leave an existing sign pole on City property adjacent to his property at 60 Beech Street.
(Note: The Committee has requested a recommendation come from the City Solicitor, Tabled 5/5/09. Communication from the Highway Department attached.)

7. Report of the Board of Mayor and Aldermen advising that it has requested staff to prepare documents to provide that the City agree to extend the term on the 2nd mortgage relating to Lowell Terrace Associates property located at the northwest corner of Lowell and Chestnut Streets to coincide with the expiration of the existing first mortgage in 2013.

(Note: The Committee has requested clarification from Finance as to whether financials from 1984 – 2001 have been provided; Solicitor to provide a fair market value for the property as established by the Superior Court in October; Tabled 8/04/08; The Committee requests the Solicitor to provide an updated Certificate of Insurance for the property; Retabled 12/2/08. Information to be provided by the Assessor.)

On file for viewing with Office of the City Clerk, One City Hall Plaza.

8. There being no further business, a motion is in order to adjourn.

Return to: LCC
McLane, Graf, Raulerson & Middleton
900 Elm Street, P.O. Box 326
Manchester, NH 03105-0326

PARKING AND SIDEWALK EASEMENT

BOYS & GIRLS CLUB OF MANCHESTER, formerly known as Manchester Boys' Club, Inc., a New Hampshire nonprofit corporation with an address of 555 Union Street, Manchester, New Hampshire, in consideration for the mutual consideration recited herein, hereby grants to the **CITY OF MANCHESTER**, a body politic in Hillsborough County, State of New Hampshire with an address of One City Hall Plaza, Manchester, New Hampshire 03101 an easement in and upon a certain parking easement area situated off Concord Street and on a sidewalk area situated off Walnut Street in the City of Manchester, Hillsborough County, New Hampshire, as more particularly and bounded and described as follows and subject to the acceptance by the City of Manchester of this easement deed with the conditions set out herein:

A certain parking easement area along Concord Street and a certain sidewalk area along Concord Street and Walnut Street as shown on an easement plan dated February 19, 2009 and entitled "Easement Plan, Manchester Boys & Girls Club, 555 Union Street, Manchester, NH" and recorded in the Hillsborough County Registry of Deeds as Plan _____ (the "Plan").

The parking easement is granted within the parking easement area running along the Concord Street boundary of property of the Manchester Boys & Girls Club and the sidewalk easement is granted for the sidewalk within the property of the Manchester Boys & Girls Club along Walnut Street and bordering the parking easement area running along Concord Street as shown on the Plan subject to the following terms and conditions:

1. The purpose of the parking easement is to permit the creation of vertical parking spaces along Concord Street, City of Manchester, Hillsborough County, State of New Hampshire that are partially within the parking easement area and partially within the right-of-way for Concord Street as shown on the Plan.
2. The parking spaces shall be available for public use subject to parking ordinances as may be adopted from time to time by the City of Manchester Board of Mayor and Aldermen.
3. The purpose of the sidewalk easement is to permit public use of the sidewalk along the westerly side of Walnut Street to the extent that it is located within property of the Boys & Girls Club of Manchester to accommodate bus loading by the Boys & Girls Club of Manchester within the right of way area of Walnut Street, and to permit public use of the

sidewalk along the parking easement area running along Concord Street within property of the Boys & Girls Club of Manchester to accommodate the vertical parking spaces along Concord Street that are partially within the parking easement area and partially within the right-of-way for Concord Street as shown on the Plan.

4. This parking easement may be terminated or modified by the Boys & Girls Club of Manchester upon written notice to the City of Manchester and upon the recording of the same in the Hillsborough County Registry of Deeds if the City does not adopt or continue parking ordinances that provide for short term parking in a minimum of seven (7) parking spaces within the parking easement area. The sidewalk easement along that area may also be terminated when or after the adjoining parking easement is terminated; provided, that the Boys & Girls Club of Manchester restores at its expense the sidewalk in the right of way of Concord Street that it removed to construct the parking spaces with the exception of areas within access driveways.

5. The sidewalk easement along Walnut Street may be terminated or modified by the Boys & Girls Club of Manchester upon written notice to the City of Manchester and upon the recording of the same in the Hillsborough County Registry of Deeds if the City determines that the use of the bus loading area within the right of way area of Walnut Street by the Boys & Girls Club of Manchester must cease; provided, that the Boys & Girls Club of Manchester restores at its expense the sidewalk in the right of way of Walnut Street that it removed to construct the bus loading area with the exception of areas within access driveways.

6. The grant of the parking and sidewalk easements herein to the City of Manchester shall not obligate the City to make any improvements on the property of the Boys & Girls Club of Manchester or to maintain such improvements, including the removal of snow or ice therefrom.

Signed by the grantor and the grantee hereof on the dates indicated below.

Boys & Girls Club of Manchester

Dated: _____

By: _____
Gary L. Frost, Executive Director

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this ____ day of _____ 2009 by Gary L. Frost, the duly authorized executive director of Boys & Girls Club of Manchester, a New Hampshire nonprofit corporation, on behalf of the corporation.

Justice of the Peace/Notary Public

Print Name:
My Commission Expires:
[seal]

Accepted and agreed to by the City of Manchester:

City of Manchester by its Board of Mayor
and Aldermen

Dated:

By: _____
Frank Guinta, Mayor

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this ____ day of _____,
2009 by Frank Guinta, Mayor of the City of Manchester, a body politic, on behalf of the City.

Justice of the Peace/Notary Public
Print Name:
My Commission Expires:
[seal]

2491459_1.DOC
May 13, 2009 10:26:44 AM

Kevin A. Sheppard, P.E.
Public Works Director

Timothy J. Clougherty
Deputy Public Works Director



Commission
William A. Varkas
Henry R. Bourgeois
Joan Flurey
William F. Houghton Jr.
Robert R. Rivard

CITY OF MANCHESTER
Highway Department

May 7, 2009

Committee on Lands and Buildings
Board of Mayor and Alderman
c/o Alderman George Smith, Chairman
One City Hall Plaza
Manchester, NH

Alderman Smith:

The Highway Department advises that the City purchase a certain tract of land adjacent to our current yard, on Maple and Valley St, parcel ID 859-2. Attached is a drawing of the parcel, which is about 20' wide and runs on the south side of Valley St. from Lincoln St. to Maple St.

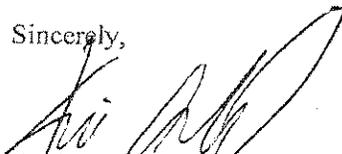
Acquisition of the parcel would create a single contiguous block owned by the City and is advantageous to our current operations as well as any potential redevelopment.

We have been in touch with Pan AM Railways, current owner of the parcel, and have come to agreement in principal on purchase price, subject to BMA approval, in the amount of \$58,900. We have contacted Mr. David Cornell, City Assessor, and he has expressed the opinion that this is a fair price. The property is currently assessed at \$73,900.

Funding is currently available through existing sources for this purchase. For your consideration we have also attached correspondence from Pan Am Railways, along with their proposed Purchase and Sale Agreement. These have been concurrently sent to the City Solicitors' Office for review.

Thank you. We will be available at your next Committee meeting should you have any questions.

Sincerely,



Kevin A. Sheppard, P.E.
Public Works Director

Cc: Timothy J. Clougherty
Thomas Clark
William Sanders
David Cornell

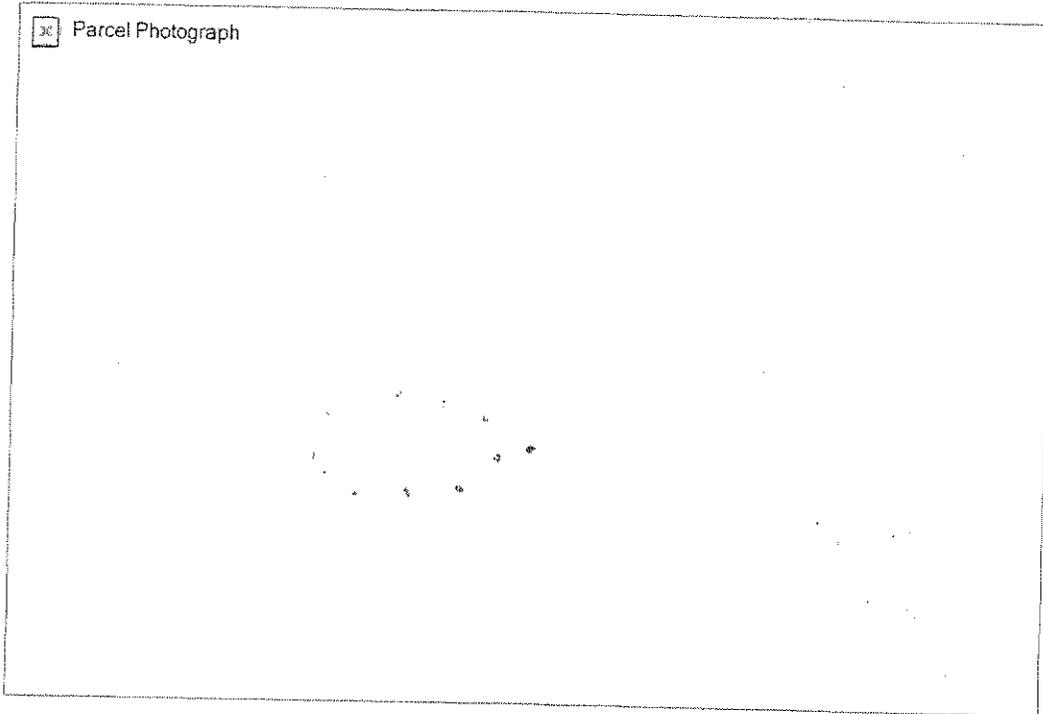
Print
Close

Map-Lot: 859-2

Parcel Location: VALLEY ST
Owner Name: BOSTON AND MAINE CORP
Mailing Address: IRON HORSE PARK
Mailing City State Zip: NORTH BILLERICA MA 01862
Land Valuation: 73,900
Building Valuation:
Total Valuation: 73,900
2005 Land Valuation:
2005 Building Valuation:
2005 Total Valuation:
Land Area (acres): .2534
Land Area (sq ft): 11,037
Land Use: Pot Devel
Building Style:
Stories:
Year Built: n/a
Building Condition:
Exterior Siding:
Roof Structure:
Roof Cover:
Gross Building Area (sq ft):
Living Area (sq ft):
Rooms:
Bedrooms:
Bathrooms:
Interior Walls:
Interior Flooring:
Heating Fuel:
Heating System:
Air Conditioning:
Sale Date: Mar 02, 1946
Sale Price:
Book/Page: 1091/ 370
Last Updated Date: Apr 06, 2009



Parcel Image



Tax Account Information

**City of Manchester, NH Tax Collector's Office
Account Summary**

Tax Account ID: **216898**
Owner Name: **BOSTON AND MAINE CORP**
Property Address: **VALLEY**
MANCHESTER, NH 03103
Map-Lot: **0859-0002**

Assessed Value: **\$73,900**

Tax Information for 2008

Billed taxes: **\$1,356.85**
Current Taxes Due: **\$763.22**
Interest and Costs: **\$0.36**
Total Due: **\$763.58**

Type of Tax: **REAL ESTATE TAX**

[Click here for more tax information regarding this parcel.](#)

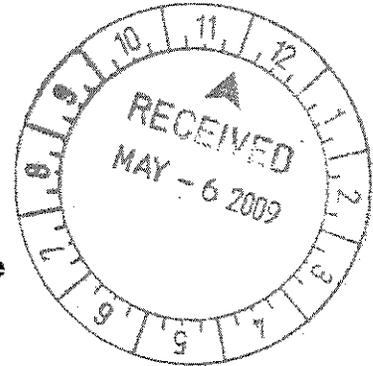


PAN AM RAILWAYS, INC.

1700 Iron Horse Park
North Billerica, MA 01862-1681

May 5, 2009

City of Manchester, NH
Department of Highway
227 Maple Street
Manchester, NH 03103
Attention: Kevin Sheppard



RE: Railroad land in Manchester, New Hampshire

Dear Mr. Sheppard:

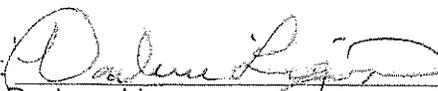
I enclose herewith a Purchase and Sale Agreement with regard to your proposed purchase of Railroad property located in Manchester, New Hampshire, for the amount of Fifty Eight Thousand Nine Hundred and 00/100 (\$58,900.00) Dollars.

This Purchase and Sale Agreement sets forth the various details of the agreement. It should be read carefully, and if you believe that any additions or corrections are necessary, please advise immediately.

If acceptable, the Purchase and Sale Agreement should be executed by you (in duplicate) and returned to this office with a check for the deposit in the amount of \$5,890.00 within ten (10) days of your receipt of this letter. The Agreement will then be signed by a proper officer of the Boston and Maine Corporation and a fully executed original returned to you.

Time is of the essence in this transaction. In the event that you do not return said Agreement and deposit check within the 10 day period as stated above, the transaction contemplated by the enclosed Purchase and Sale Agreement shall be terminated without recourse to either party.

Very truly yours,
BOSTON AND MAINE CORPORATION

By: 

Darlene Ligor
Assistant to the Vice President, Real Estate

DJL/wp

Enclosures-d:/data/wp/darlene/clients/Manchester.nh/valleymaplestreet

PURCHASE AND SALE AGREEMENT

PURCHASE AND SALE AGREEMENT made as of this _____ day of _____, 2009 by and between the **BOSTON AND MAINE CORPORATION**, a Delaware corporation with a place of business at 1700 Iron Horse Park, North Billerica, Massachusetts (the "Seller") and the party hereinafter identified in Paragraph 1(b) (the "Buyer").

WITNESSETH:

1. The following terms shall have the meanings specified whenever used in this Agreement:

(a) **SELLER:**

Boston and Maine Corporation
c/o Pan Am Railways, Inc.
1700 Iron Horse Park
North Billerica, Massachusetts 01862
Attention: Darlene Ligor, Assistant to the Vice President

Send a copy of any notice to:

Boston and Maine Corporation
c/o Pan Am Railways, Inc.
Iron Horse Park
North Billerica, Massachusetts 01862
Attention: Roland L. Theriault, Vice President - Real Estate

(b) **BUYER:**

City of Manchester, NH
Department of Highway
227 Maple Street
Manchester, NH 03103
Attention: Kevin Sheppard

Send a copy of any notice to:

(c) **PREMISES:**

Parcel "A" consisting of approximately 10,900 square feet of land, located in Manchester, County of Hillsborough, State of New Hampshire, as more particularly shown on the sketch attached to this agreement and marked "Exhibit A".

(d) **PURCHASE PRICE:**

The agreed purchase price is Fifty Eight Thousand Nine Hundred and 00/100 (\$58,900.00) Dollars.

(e) **DEPOSIT:**

Five Thousand Eight Hundred Ninety and 00/100 (\$5,890.00) Dollars.

(f) **CLOSING DATE:**

December 18, 2009.

(g) **EXHIBITS:** The following exhibits are hereby incorporated by this reference into this Agreement:

- (i) Exhibit "A": A plan of the Premises entitled: Boston and Maine Corporation, Office of the Vice President-Engineering, Land Sale Plan Manchester, NH-Line: Portsmouth Branch, V.S. 28, Map 40, Mile Post: , Scale 1"=200', Date 2/13/09.
- (ii) Exhibit "B": Deed.
- (iii) Exhibit "C": Plan Specifications.

2. **PURCHASE AND SALE.** In consideration of the mutual covenants and promises contained in this Agreement, and other good and valuable consideration received by each party, the Seller hereby agrees to sell and the Buyer agrees to purchase the Premises, upon the terms and conditions hereinafter set forth.

3. **TITLE.** The Premises shall be conveyed by a release deed running to the Buyer in a form substantially identical to that annexed hereto and marked Exhibit "B" (the "Deed"). The Deed shall contain no warranties or covenants of title whatsoever and shall convey all of the Seller's right, title and interest in the Premises, subject to the following:

- (a) Provisions of existing building, land use, subdivision control and zoning laws;

- (b) Such real property taxes for the then current tax year as are not yet due and payable on the Closing Date;
- (c) Any liens for municipal betterments assessed after the date of this Agreement;
- (d) Such agreements, leases, licenses, easements, restrictions and encumbrances, if any, as may appear of record, or otherwise; and
- (e) The provisions, conditions and covenants set forth in the Deed and hereby expressly incorporated by reference. The Buyer agrees to signify acceptance of such provisions, conditions and covenants contained in the Deed by executing the Deed at closing.

4. **DEED PLAN.** The Seller's obligations under this Agreement are conditioned upon the Buyer furnishing the following items to the Seller no later than ten (10) days prior to the Closing Date:

- (a) A satisfactory linen or mylar deed plan of the Premises (the "Plan") which: (i) is prepared by a registered land surveyor, (ii) is suitable in all respects for recording at the local registry of deeds, (iii) contains a certification by said registered land surveyor as to the actual land area comprising the Premises, (iv) conforms to the requirements set forth in Exhibit "C", and (v) contains such other information as the Seller may reasonably require; and
- (b) A description of the Premises by metes and bounds, consistent with and referring to the Plan, which description shall be attached to and become the Exhibit "A" referred to in the Deed.

The Seller agrees to reasonably cooperate with the Buyer or the Buyer's agents to furnish the information necessary for the Buyer to complete the Plan.

The Buyer agrees to indemnify the Seller for all loss, cost, damage and expense (including reasonable attorneys' fees and expenses) arising in any way out of the presence or activities upon the Premises by the Buyer, said registered land surveyor or the agents, servants, employees or contractors or any of them, whether such loss, cost, damage or expense is incurred by the Seller, the Buyer, said registered land surveyor, or the agents, servants, employees or contractors of the same, or by others.

5. **ADJUSTMENTS TO PURCHASE PRICE.** Water rates, rents, real estate and other property taxes and sewer charges (collectively, the "Taxes") shall be apportioned as of the Closing Date and the net amount thereof shall be added to or deducted from, as the case may be, the Purchase Price payable by the Buyer. If the amount of Taxes is not known at the Closing Date, they shall be apportioned on the basis of the Taxes for the

applicable preceding period and reapportioned as soon as verified current information can be obtained. The latter provision shall survive the delivery of the Deed.

6. **FEES, COSTS, AND TRANSFER TAXES.** The Buyer agrees to pay all recording fees and real estate transfer taxes of any description imposed on either the Buyer or Seller on account of this transaction by any government or governmental authority.

7. **CLOSING.** The Deed shall be delivered and the Purchase Price less the Deposit shall be paid by certified or bank cashier's check (and not otherwise) at Iron Horse Park, North Billerica, Massachusetts at 10 o'clock a.m. on the Closing Date, unless the parties otherwise agree beforehand in writing. It is agreed that time is of the essence in all respects to this transaction.

8. **POSSESSION.** The Seller shall deliver possession of the Premises to the Buyer on the Closing Date, subject only to the provisions of Paragraph 3 hereof, the Premises then being in the same condition as they now are, reasonable wear and tear excepted.

9. **SELLER'S DEFAULT.** In the event that the Seller is unable to give title or make conveyance of the Premises to the Buyer in accordance with the terms of this Agreement for any reason, then any payments made by the Buyer shall be refunded, the obligations of the parties shall cease, this Agreement shall be void and neither party shall have further recourse against the other.

10. **REMOVAL OF ENCUMBRANCES.** The Seller may use the Purchase Price paid by the Buyer at the time of the delivery of the Deed, or any portion thereof, to clear the title of any mortgage or other title encumbrance not in accordance with the terms hereof, provided that reasonable assurances are received from the Seller and any necessary third parties that any necessary curative instruments or discharges will be obtained and recorded as soon as reasonably practical after the delivery of the Deed.

11. **ACCEPTANCE OF DEED.** The Buyer's acceptance of the Deed shall be deemed to be a full performance and discharge of every agreement or obligation of the Seller herein contained, except for such as are, by the terms hereof, to be performed after the delivery of the Deed.

12. **BROKER.** The parties represent and warrant to each other that neither has dealt with any broker in respect to this transaction or the Premises. The Buyer and Seller each agree to indemnify and hold harmless the other party from and against all other claims for brokerage or commission on account of this transaction.

13. **DEPOSIT.** The Deposit shall be held by the Seller subject to the terms of this Agreement and shall be duly accounted for at the time of delivery of the Deed. The parties agree that the Deposit shall not bear interest.

14. **WARRANTIES.** The Buyer acknowledges that the Buyer has not been induced to enter into this Agreement, and the transaction contemplated herein, in reliance upon any warranties or representations of any party not set forth herein. The Buyer hereby expressly waives any claims against the Seller for any matters of public record or matters which a physical inspection of the Premises would reveal. This paragraph shall survive the delivery of the Deed.

15. **BUYER'S DEFAULT.** In the event the Buyer fails to fulfill any one or more of the Buyer's performances under this Agreement, the Seller shall retain the Deposit as liquidated damages. The parties expressly acknowledge that the Seller's damages owing to the Buyer's default hereunder are difficult to ascertain and agree that the Deposit represents a reasonable estimate of the Seller's damages.

16. **APPROVALS, RELEASES.** The Seller's obligations under this Agreement are conditioned upon the Seller obtaining any necessary releases, approvals or permits relating to the sale of the Premises by the Seller from any state or federal government or governmental authority having jurisdiction over the Premises including but not limited to Revised Statutes Annotated, 228:60-b. The Seller agrees to proceed with reasonable diligence to obtain any such approvals. In no event, however, shall the Seller be required to obtain subdivision approval from any governmental authority. If subdivision approval is required by applicable law, the Buyer shall obtain it or shall indemnify the Seller from all loss, cost, damage, and expense arising in any way out of the conveyance of the Premises without first having obtained the same. In the event that the State of New Hampshire or its designee exercise the option to purchase pursuant to Revised Statutes Annotated 228:60-b by accepting in writing the offer tendered by the railroad pursuant to said statute within ninety (90) days of the date the offer is made to the State of New Hampshire, this Agreement becomes null and void and all deposits paid by the Buyer shall be refunded, and the parties shall have no further recourse hereto.

17. **HAZARDOUS WASTE.** The Buyer hereby agrees to indemnify, defend and hold the Seller, its successors, assigns, affiliates, officers, employees, agents, shareholders, and directors harmless from and against all loss, liability, damage, cost, and expense (including reasonable attorneys' fees and expenses) occasioned by any claims, suits, and/or enforcement actions, including any administrative or judicial proceedings and any remedial, removal, or response actions ever asserted, threatened, instituted, or requested by any person (including any government agency) on account of: (a) any release of any pollutants regulated by law or of oil or hazardous materials (as those terms are defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. 9601, et seq. or any applicable state law) on, upon, or into the Premises; and (b) any and all damage to real or personal property of any description, natural resources, and/or harm to persons alleged to have resulted from such release of

such pollutants or oil or hazardous materials upon the Premises. This provision shall survive the delivery of the Deed.

18. **NOTICES.** Any notice or other communication in connection with this Agreement shall be deemed given when received (or upon attempted delivery if delivery is not accepted). Such notices shall be in writing and delivered by hand or sent either (a) by registered or certified mail (return receipt requested) with the United States Postal Service; or (b) by Federal Express or other similar overnight mail carrier furnishing evidence of receipt to the sender, at the address set forth in paragraph 1 of this Agreement. Either party may change the address at which notices are to be received by notice given as set forth above.

19. **CONFIDENTIALITY.** The Buyer agrees and acknowledges that Information (hereinafter defined) concerning the Premises obtained by the Buyer in connection with the transaction contemplated in this Agreement (the "Transaction") is unique and confidential to the Seller. If the Transaction does not take place, for any reason whatsoever (including, but not limited to, breach of this Agreement by either party), the Buyer agrees, in addition to the provisions of paragraph 15 hereof, to turn over to the Seller all (i) plans, (ii) surveys, (iii) reports, (iv) site assessment and environmental reports of any description, (v) soil, vegetation, water, air and other samplings collected at the Premises and the fruits of any research, testing, experimentation or study conducted with the same, and (vi) all plans or other information or documents furnished by the Seller to the Buyer (collectively, the "Information"). Furthermore, in the event the Transaction does not take place, the Buyer warrants to the Seller that all Information has been paid for and is free of any and all liens, and that the Buyer, its officers, agents, employees, directors, shareholders and affiliates shall not disclose the Information to any person, entity or government. The Buyer acknowledges and agrees that the Seller may, in addition to all other remedies available to it, obtain injunctive relief against the Buyer for any breach or threatened breach of the provisions of this paragraph.

20. **RECORDING.** The parties agree that neither this Agreement nor any memorandum thereof shall be recorded at the registry of deeds and that any such recording by the Buyer shall constitute a default by Buyer.

21. **AUTHORITY OF SIGNATORY.** If the Buyer executes this Agreement by agent or representative, such agent or representative hereby warrants and represents to the Seller that he is authorized to execute, acknowledge and deliver this Agreement on behalf of the Buyer and to thereby bind the Buyer to the same. This warranty shall survive the delivery of the Deed.

22. **ASSIGNMENT.** The Buyer may not assign this Agreement, or any interest herein, without the prior written consent of the Seller, which consent shall not be unreasonably withheld.

23. **SEVERABILITY.** If any term of this Agreement or the application thereof to any person or circumstance shall at any time or to any extent be deemed invalid or unenforceable, the remainder of this Agreement and the application of such term to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected.

24. **NO WAIVER.** No delay or omission on the part of the Seller in exercising its rights under this Agreement shall constitute a waiver of such right or any other right under this Agreement. Also, no waiver of any such right on one occasion shall be construed as a waiver of it on any other occasion.

25. **APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the laws of the state wherein the Premises lie.

26. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof, supersedes all prior oral or written offers, negotiations, agreements, understandings and courses of dealing between the parties relating to the subject matter hereof and is subject to no understandings, conditions, or representations other than those expressly stated herein. This Agreement may only be modified or amended by a writing which states that it modifies or amends this Agreement and which is signed by all parties.

27. **SECTION HEADINGS.** The section headings contained in the Agreement are for reference and convenience only and in no way define or limit the scope and contents of this Agreement or in any way affect its provisions.

28. **MISCELLANEOUS.** This Agreement shall take effect as a sealed instrument and be binding upon and inure to the benefit of the parties and their respective successors, heirs, administrators and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in two counterparts, effective as of the day and year first above written.

SELLER:
BOSTON AND MAINE CORPORATION

Witness

By: _____
David A. Fink, Chief Executive Officer

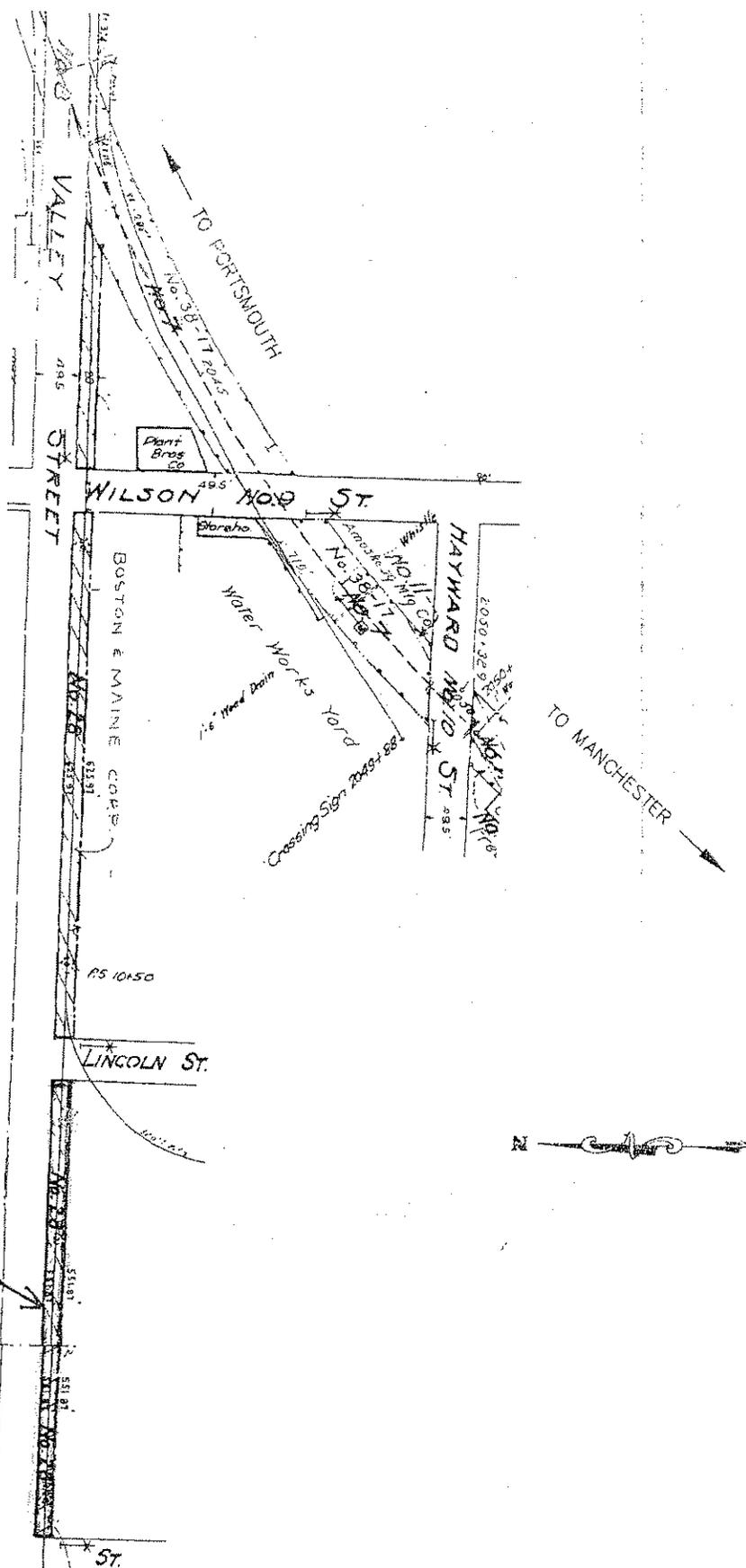
Approved for execution
by the Boston and Maine Corporation.

BUYER:
CITY OF MANCHESTER, NH
DEPARTMENT OF HIGHWAY

Witness

By: _____
Print Name: _____

4-13



PARCEL AREA = 10,900± S.F.
(0.25± ACRES)

S#1470

BOSTON & MAINE CORPORATION			
OFFICE OF THE VICE PRESIDENT - ENGINEERING			
LAND SALE PLAN			
MANCHESTER, NH			
LINE : PORTSMOUTH BRANCH			
V.S. 28	MAP 40	MILEPOST :	
SCALE : 1" = 200'		DATE : 2/13/09	
DRAWN BY :	CHECKED BY :	APPROVED BY :	
M.S.	J.C.M.	R.L.T.	

4-14

DRAFT

EXHIBIT B

RELEASE DEED

The **BOSTON AND MAINE CORPORATION**, a corporation duly organized and existing under the laws of the State of Delaware, with offices at 1700 Iron Horse Park, North Billerica, Middlesex County, Massachusetts (the "Grantor") in consideration of (\$) Dollars paid to it by (the "Grantee") hereby grants to the Grantee all the Grantor's right, title and interest, without any warranties or covenants of title whatsoever, in a certain parcel of land, and the buildings, bridges, structures, crossings, fixtures and improvements thereon, If any, situated in (the "Premises") described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND
MADE A PART HEREOF BY THIS REFERENCE.

This conveyance is subject to the following reservations, conditions, covenants and agreements:

1. This conveyance is made without granting any right of way, either by necessity or otherwise, over any remaining land or location of the Grantor.
2. ~~The Grantor hereby reserves a permanent, exclusive right of way and easement in, on, over, under, across and through the Premises for the purpose of accessing, constructing, installing, operating, maintaining, modifying, repairing, replacing, relocating and removing a telecommunications system or other system for transmission of intelligence or information by any means, whether now existing or hereafter devised, including such poles, pipes, wires, fibers, fiber optic cables, repeater stations, attachments, appurtenances, structures or other equipment and property of any description necessary or useful for the same (the "Telecommunications Easement"). The Grantor further reserves the right to freely lease, license, mortgage, assign, pledge and otherwise alienate the Telecommunications Easement. The Grantee hereby covenants with the Grantor to recognize the Telecommunications Easement and, without the payment of any further consideration, to execute, acknowledge and deliver such instruments suitable for recording with the registry of deeds as the Grantor may reasonably require to acknowledge title to the Telecommunications Easement in the Grantor. The Grantor covenants to reasonably repair and restore the surface of the easement area after any work.~~

3. ~~The Grantor excepts from this conveyance any and all railroad tracks, railroad track materials (including, but not limited to, ties, connections, switches and ballast) and/or related equipment of any description located in whole or in part within the Premises (the "Trackage") and this conveyance is subject to the right of the Grantor to enter the Premises from time to time and at any and all times within the ninety (90) day period commencing with and subsequent to the date of delivery of this deed, with such men, equipment and materials as, in the reasonable opinion of the Principal Engineering Officer of the Grantor, are necessary for the removal of the Trackage. Days during the months of December, January, February and March shall not be included in the aforesaid ninety (90) day period. If the Trackage is not removed from the Premises by the expiration of said ninety (90) day period, the Trackage shall be deemed abandoned by the Grantor and shall then become the property of the Grantee.~~
4. ~~The Grantor excepts from this conveyance any and all advertising signs and/or billboards located upon the Premises which are not owned by the Grantor. Furthermore, this conveyance is subject to the right of the owners of said signs and/or billboards to go upon the Premises and remove them within ninety (90) days from the date of delivery of this deed.~~
5. ~~By the acceptance of this deed and as part consideration therefor, the Grantee hereby assumes any and all agreements, covenants, obligations and liabilities of the Grantor in respect to any underground facilities, drainage culverts, walls, crossings and/or other structures of any nature and description located in whole or in part within the Premises.~~
6. By the acceptance of this deed and as part consideration therefor, the Grantee agrees to indemnify, defend and hold harmless the Grantor (including its officers, employees, agents, directors, shareholders and affiliates) from and against any and all loss, liability, damage, cost and expense (including reasonable attorneys' fees) occasioned by or associated with any claims, suits and/or enforcement actions (including any administrative or judicial proceedings and any remedial, removal or response actions) ever asserted, threatened, instituted or requested by any person and/or governmental agency on account of: (a) any release of oil or hazardous materials or substances of any description on, upon or into the Premises in contravention of any ordinance, law or statute (including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601, et seq., as amended); and (b) any and all damage to real or personal property, natural resources and/or harm or injury to persons alleged to have resulted from such release of oil or hazardous materials or substances.

DRAFT

7. ~~By the acceptance of this deed and as part consideration therefor, the Grantee hereby agrees to build and forever maintain fences (together with any necessary gates), suitable to the Principal Engineering Officer of the Grantor, along the boundaries of the Premises which are common to remaining land or location of the Grantor (the "Fences").~~
8. ~~This conveyance is subject to the following restriction for the benefit of other land or location of the Grantor, to wit: that from the date of delivery of this deed, the Grantor shall not be liable to the Grantee or any lessee or user of the Premises (or any part thereof) for any damage to any buildings or property upon them caused by fire, whether communicated directly or indirectly by or from locomotive engines of any description upon the railroad operated by the Grantor, or otherwise.~~
9. ~~By the acceptance of this deed and as part consideration therefor, the Grantee hereby agrees to make no use of the Premises which, in the sole and reasonable opinion of the Principal Engineering Officer of the Grantor, adversely affects, increases or decreases drainage to, from, upon or in any remaining land or location of the Grantor. The Grantee agrees to indemnify and save the Grantor harmless from and against any and all loss, cost, damage or expense including, but not limited to, the cost of defending all claims and/or suits for property damage, personal injury or death arising out of or in any way attributable to any breach of the foregoing covenant.~~
10. ~~The Grantor excepts from this conveyance any and all overhead, surface or underground signal and communication line facilities of the Grantor located within the limits of the Premises and this conveyance is subject to the Grantor's use of any such facilities in their present locations and entry upon the Premises from time to time to maintain, repair, replace, renew, relay or remove such facilities.~~
11. Whenever used in this deed, the term "Grantor" shall not only refer to the **BOSTON AND MAINE CORPORATION**, but also its successors, assigns and affiliates and the term "Grantee" shall not only refer to the above-named Grantee, but also the Grantee's successors, assigns and grantees, as the case maybe.
12. The several exceptions, reservations, conditions, covenants and agreements contained in this deed shall be deemed to run with the land and be binding upon the Grantee forever. In addition to the acceptance and recording of this deed, the Grantee hereby signifies assent to the said several exceptions, reservations, conditions, covenants and agreements, by joining in its execution.

DRAFT

IN WITNESS WHEREOF, the said BOSTON AND MAINE CORPORATION has caused this release deed to be executed in its name and its corporate seal to be hereto affixed by David A. Fink, its Chief Executive Officer, thereunto duly authorized this _____ day of _____, 2009.

GRANTOR:
BOSTON AND MAINE CORPORATION

DRAFT

By: _____
David A. Fink, Chief Executive Officer

Witness

GRANTEE:

DRAFT

By: _____

Witness

DRAFT

COMMONWEALTH OF MASSACHUSETTS

On this _____ day of _____, 2009, before me, the undersigned notary public, personally appeared David A. Fink, the Chief Executive Officer of the **BOSTON AND MAINE CORPORATION** as aforesaid, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

DRAFT

Notary Public: _____
My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS

On this _____ day of _____, 2009, before me, the undersigned notary public, personally appeared _____, the _____ of _____, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

DRAFT

Notary Public: _____
My Commission Expires: _____

EXHIBIT "C"

Two Pages

Engineering Department Minimum Requirements for Deed Plans

1. Title Block shall be similar to the attached sample and located in the bottom right corner of plan.
2. Plan is to include metes and bounds, physical features, Railroad baseline and engineering stations for the extremities of the parcel to be conveyed, culverts and street locations.
3. Railroad file numbers (to be assigned) are to appear in the top right and bottom left corners of plan.
4. Registered Land Surveyor's seal and signature must appear on plan.
5. Plan is to meet all requirements of and be acceptable for recording by the appropriate Registry of Deeds.
6. Parcel distance from centerline of location of track must be indicated.
7. No reference to "Railroad" shall appear on plan. The term Boston and Maine Corporation shall be used.
8. Plan to include the tax map and parcel number of area to be conveyed.
9. Two (2) copies of proposed plans shall be submitted for review prior to sending original.
10. Recordable original tracing and linen or mylar duplicate thereof are to be furnished this office. The original tracing will be forwarded to the Real Estate Department at the time of Closing. The duplicate will be retained in the Railroad's permanent files.

All correspondence regarding the particulars of the plan should be addressed to:

Vernon C. MacPhee, Jr.
Land and Clearance Engineer
Boston and Maine Corporation
Iron Horse Park
North Billerica, MA 01862-1681
(978) 663-1144
FAX: (978) 663-1199

420

SAMPLE TITLE BLOCK

LAND IN

WHEREVER, MA

BOSTON AND MAINE CORPORATION

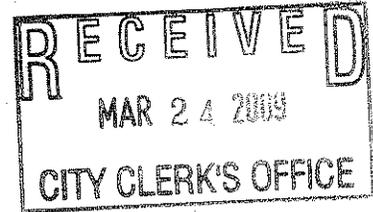
TO

WHATEVER CORPORATION CO. INC.

SCALE: 1" = 40'

DATE: January 2, 2008

Chuck DePrima
Acting Director



CITY OF MANCHESTER
Parks Recreation and Cemetery Department

March 23, 2009

Committee on Lands & Buildings
One City Hall Plaza
Manchester, NH 03101

Re: Agreement between Trinity High School and the City Of Manchester for the Al Lemire Field at Derryfield Park

Dear Members of the Committee:

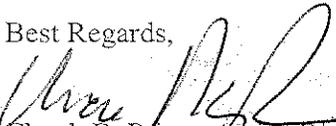
Several years ago it was brought to the attention of our department that the condition of the outfield at the above mentioned recreational facility has deteriorated to a condition that is hazardous for either baseball or football. The outfield surface has become very uneven that there is a high risk for a football player to twist an ankle or a ground baseball to pop up and hit a player in the head. Due to these conditions there have been repeated occasions where league officials will no longer sanction games. Trinity has endured these conditions but now our department is at a point of trying to accommodate them at other fields to compensate their loss of this facility which is very difficult since there is a severe shortage of baseball fields in the city.

After discussions with the Principal, Denis Mailloux, and the athletic director, Gary Leonard, Trinity has proposed to enter into an agreement with the City for 30 years (see attached draft). Trinity High School is willing to contribute a one time cash amount of \$40,000 and an annual maintenance fee in the amount of \$5,000 in exchange for priority scheduling at that facility. The past practice indicates that this is how our department has always treated Trinity with regards to that field so there will be no significant difference in how future scheduling will be affected. All the leagues that call that field home will continue to do so. The \$40,000 cash amount represents approximately half of the lowest price I was able to solicit from a contractor to perform the necessary repairs.

I would be grateful for the Committee's acceptance and/ or recommendation regarding this agreement.

Please do not hesitate to contact me should you have any questions or concerns.

Best Regards,


Chuck DePrima, Acting Director

Cc: Denis Mailloux, Principal Trinity High School
Tom Arnold, Deputy Solicitor
Tom Mattson, Parks Operations Manager

625 Mammoth Road • Manchester, New Hampshire 03104 • (603) 624-6565 • FAX: (603) 624-6569
Cemetery Division • 765 Brown Ave • Manchester, NH 03103 • (603)624-6514
E-mail: parks@manchesternh.gov • Website: www.manchesternh.gov/CityGov/Pks/

5-1



Trinity High School

581 Bridge Street • Manchester, New Hampshire 03104-5395
Tel. (603) 668-2910 • Fax (603) 668-2913

March 19, 2009

Mr. Charles DePrima
Acting Director
Parks & Recreation Department
City of Manchester
625 Mammoth Road
Manchester, NH 03104

DRAFT

Dear Mr. DePrima:

This letter is to confirm the agreement between the City of Manchester ("City") and the Roman Catholic Bishop of Manchester, a corporation sole ("RCBM") d/b/a Trinity High School with respect to the use of the Derryfield Park fields and recreational facilities.

In 1981, RCBM donated to the City a parcel of land on which the fire station (Station #10) at 630 Mammoth Road is now situated. In exchange, the City and RCBM entered into an understanding that the City would permit Trinity High School to have first priority with respect to the fields and recreational facilities at Derryfield Park. This arrangement has worked well over the years, and Derryfield Park continues to be available to youth leagues and City schools as well as members of the community.

It has become apparent that the upper (football and baseball) field at Derryfield Park requires substantial improvements. In exchange for the City's agreement to continue to offer Trinity High School (or its successor junior high or high school) ("THS") first priority with respect to the use of the recreational facilities and fields at Derryfield Park, THS agrees to pay the City \$40,000 for improvements to the field. In addition, for as long as THS continues to desire to use the Derryfield Park recreational facilities and fields, THS will pay the City an annual maintenance fee of \$5,000 on or before September 1, the initial payment of which will begin on September 1, 2010.

This agreement shall remain in effect until June 30, 2040.

Sincerely,

Denis Mailloux
Principal

The signature below indicates the City's agreement to the terms set forth above.

City of Manchester

By:
Its:

cc: Mary Moran, Superintendent of Catholic Schools

5-2

*Parks & Recreation Handout
Consom. on Lands & Buildings
May 5, 2009*



Trinity High School

581 Bridge Street • Manchester, New Hampshire 03104-5395
Tel. (603) 668-2910 • Fax (603) 668-2913

May 4, 2009

Page 1 of 2

Mr. Charles DePrima
Acting Director
Parks & Recreation Department
City of Manchester
625 Mammoth Road
Manchester, NH 03104

Dear Mr. DePrima:

This letter is to confirm the agreement between the City of Manchester ("City") and the Roman Catholic Bishop of Manchester, a corporation sole ("RCBM") d/b/a Trinity High School with respect to the use of the Derryfield Park fields and recreational facilities.

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It has become apparent that the upper (football and baseball) field at Derryfield Park requires substantial improvements. In exchange for the City's agreement to continue to offer Trinity High School (or its successor junior high or high school) ("THS") first priority with respect to the use of the recreational facilities and fields at Derryfield Park, THS agrees to pay the City \$40,000 for improvements to the field so that the field may be used for NHIAA football and baseball games. THS further agrees to make an advance payment in the amount of \$40,000 in lieu of payment of annual field maintenance fees for ten years (September 1, 2010 to September 1, 2020). In addition, for as long as THS continues to desire to use the Derryfield Park recreational facilities and fields, THS will pay the City an annual maintenance fee of \$5,000 on or before September 1, the initial payment of which will begin on September 1, 2020. The City agrees that until September 1, 2040, or for as long as THS or its successor desires to use the property, whichever is earlier, the City will maintain the property in the condition that it is in after the improvements are made in 2009.

A summary of all payments from THS to the City in this agreement is as follows:

- **Initial THS contribution to the City:**
 - \$40,000: THS direct contribution to Derryfield Park Baseball & Football Field Repair.
 - \$40,000: Advance Payment of Annual Maintenance Fee in lieu of 9/1/10 to 9/1/20 Payments.
 - Total Initial Payment from THS to the City: \$80,000.
- **Annual Maintenance Fee: \$5,000 to be paid September 1, 2021 to September 1, 2040.**

This agreement shall remain in effect until June 30, 2040.

Sincerely,

Denis Mailloux
Principal

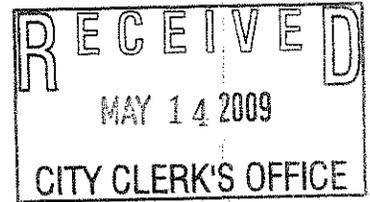
The signature below indicates the City's agreement to the terms set forth above.

City of Manchester

By:
Its:

cc: Mary Moran, Superintendent of Catholic Schools

Chuck DePrima
Acting Director



CITY OF MANCHESTER
Parks Recreation and Cemetery Department

May 14, 2009

Committee on Lands and Buildings
One City Hall Plaza
Manchester, NH 03101

RE: Agreement Between the City of Manchester and The Arch Diocese for improvements to the Al Lemire Field at Derryfield Park

Dear esteemed members of the Committee:

I would like to take the opportunity to make some clarifications regarding the recent presentation to the committee on May 5, 2009 regarding the above referenced project. In brief, I have asked for CIP funding to repair the outfield/ football field for several fiscal cycles. The funding requests were not approved. I made the requests due to the condition of the field since it has been deemed unsafe by league officials most of whom will no longer sanction games on it. I was approached last fall by the principal at Trinity High School (as a user of that facility) on behalf of the diocese of Manchester expressing an interest in assisting the city to make the necessary repairs. Since learning of the city's fiscal hardship in these difficult times the diocese has made the offer to pay the full amount necessary to make the repairs to the facility in exchange for continued preferential scheduling priority for a period of 30 years.

During the process I solicited prices from three contractors to get a better comprehension of the potential cost associated with this project. Trinity used the lowest of the three prices to craft their proposal to use in negotiating an agreement with the city. At the time these discussions bidding the project was not an option for two reasons: The first reason is that no funding existed so it would not be prudent to have contractors go through the trouble to estimate a project that isn't a reality. The second reason is because there was no design completed for the necessary repairs so there were no quantities of materials for contractors to bid on consistently.

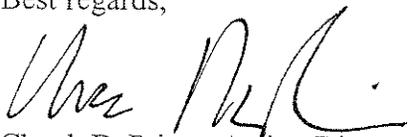
I would also like to provide a price comparison to install a more permanent product that won't wear out as quickly as natural sod would in a field that is used so heavily. The average life of a natural sod field under those conditions is approximately 8 to 10 years. The average life of a synthetic field is 10 to 15 years. The installed price for a synthetic field similar to Memorial High School is approximately \$9.50/ square foot and natural sod is approximately \$.52/ square foot. The area needed for improvement at the Al Lemire field is approximately 80,000 square feet. The overall project would increase from \$41,600 for natural sod to \$760,000 for synthetic turf as an upfront project cost. These two prices reflect the price to furnish and install the different products excluding the earthwork necessary to prepare for their installation.

It is also our opinion that the field has deteriorated to a point where there is no temporary solution to economically repair it to be suitable for play. I believe we have reached a point of diminishing returns and the project should be done correctly or the field should remain dormant so as not to expose the city to any risk of a potentially injured player.

Upon approval by this committee and the full Board of Mayor and Alderman the letter from Trinity High School shall be reduced to an agreement between the Arch Diocese of Manchester and the City of Manchester subject to approval by the City Solicitor.

I am hopeful that this letter answers/ addresses all of the initial concerns brought forth at the previous meeting. I would be happy to answer any further questions to bring this project to a positive end that ultimately benefits a heavily utilized city park at little or no cost to the city.

Best regards,



Chuck DePrima, Acting Director



Trinity High School

581 Bridge Street • Manchester, New Hampshire 03104-5395
Tel. (603) 668-2910 • Fax (603) 668-2913

Page 1 of 2

May 14, 2009

Mr. Charles DePrima
Acting Director
Parks & Recreation Department
City of Manchester
625 Mammoth Road
Manchester, NH 03104

Dear Mr. DePrima:

This letter is to confirm the agreement between the City of Manchester ("City") and the Roman Catholic Bishop of Manchester, a corporation sole ("RCBM") d/b/a Trinity High School with respect to the use of the Derryfield Park fields and recreational facilities.

It has become apparent that the upper (football and baseball) field at Derryfield Park requires substantial improvements. In exchange for the City's agreement to continue to offer Trinity High School (or its successor junior high or high school) ("THS") first priority with respect to the use of the recreational facilities and fields at Derryfield Park. THS agrees to contract with Leighton A. White, Inc. (contractor) and pay for improvements to the field so that the field may be used for NHIAA football and baseball games. The Manchester Parks and Recreation Department agrees to oversee and approve construction. The City agrees to approve payments to the contractor. Trinity High School is only responsible for payment up to \$80,000. If the project amounts to less than \$80,000, the remainder will be applied to maintenance fees for the 2010 – 2011 school year. In addition, for as long as THS continues to desire to use the Derryfield Park recreational facilities and fields, THS will pay the City an annual maintenance fee of \$5,000 on or before September 1, the initial payment of which will begin on September 1, 2020. The City agrees that until September 1, 2040, or for as long as THS or its successor desires to use the property, whichever is earlier, the City will maintain the property in the condition that it is in after the improvements are made in 2009.

A summary of all payments from THS to the City in this agreement is as follows:

- Initial THS contribution to the City:
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 - Total Initial Payment from THS to the City: \$80,000.
- Annual Maintenance Fee: \$5,000 to be paid September 1, 2021 to September 1, 2040.

This agreement shall remain in effect until June 30, 2040.

Sincerely,

Denis Mailloux
Principal

The signature below indicates the City's agreement to the terms set forth above.

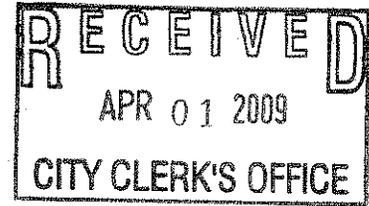
City of Manchester

By:
Its:

cc: Mary Moran, Superintendent of Catholic Schools

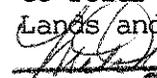
5/5/09 tabled

March 23, 2009



Board of Mayor and Aldermen
City of Manchester
One City Hall Plaza
Manchester, N.H. 03101

In board of Mayor and Aldermen
Date: 4/07/09 On Motion of Ald. O'Neil
Second by Ald. Osborne
Voted to refer to the Committee on
Lands and Buildings


City Clerk

Dear Board of Mayor and Aldermen,

My name is John Gimas and I own commercial property located at 60 Beech St. in Manchester.

Recently both the Building Department and the Public Works Department (Survey Division) contacted me about a sign I have on my property that is actually on city property. (Please see attached pictures.)

I recently purchased this property, and my pre-buy research had indicated that a permit had been granted to install the pole and the sign on top of the pole. I was not aware the sign pole is in fact on city property and am requesting permission to leave the pole at its existing location so I may begin to use it. The Building Department informed me that in situations like this the city may grant a revocable lease or something similar to allow the sign to stay.

Having a highly visible sign on the property has enabled me to rent my retail space despite it being located in a less desirable industrial area--especially during these difficult economic times.

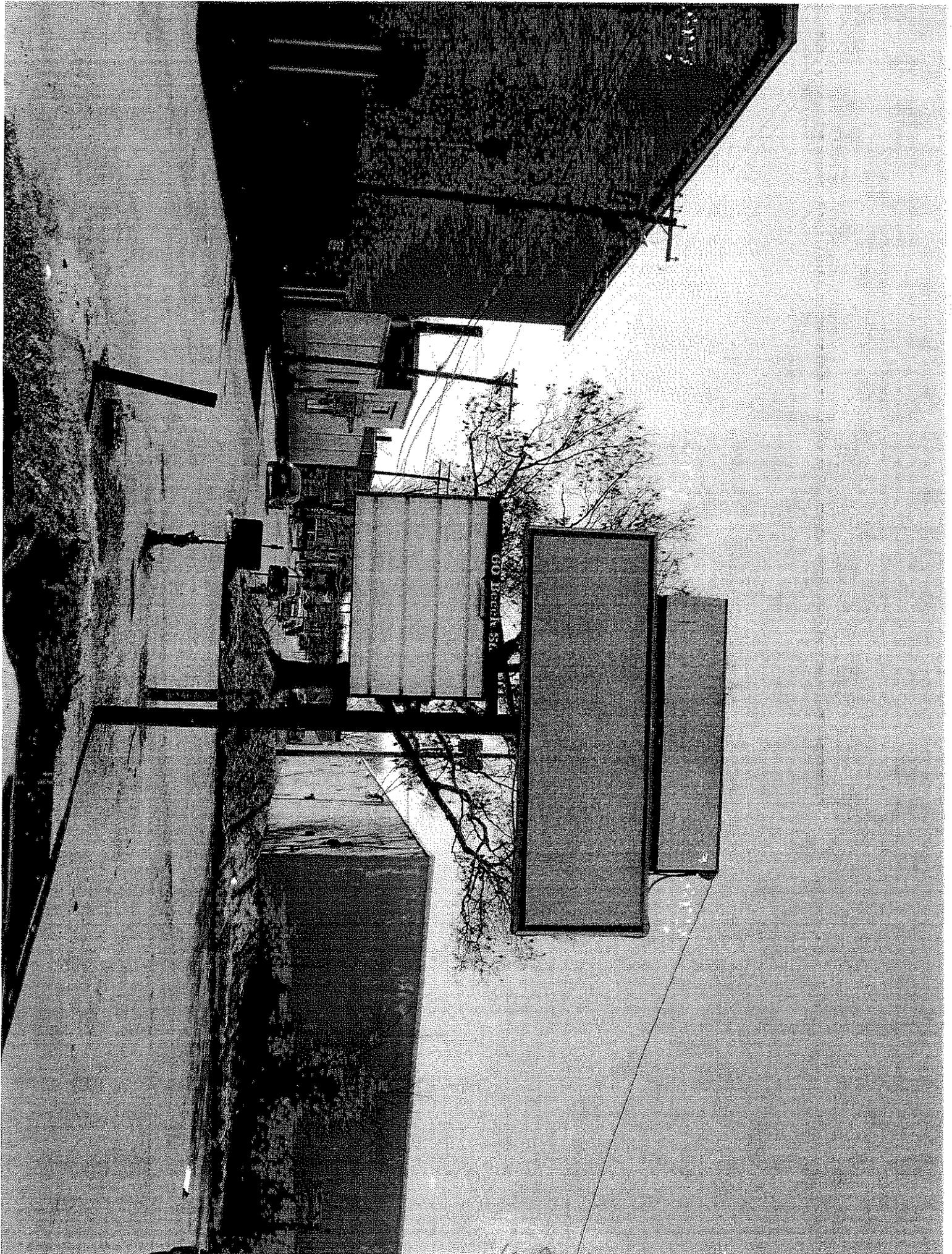
The sign is in concrete and removing it and erecting a new sign would be very expensive. In these economic times, this type of expense is very impacting for small business owners like me.

I very much appreciate your consideration in this matter.

I may be reached at home on 647-4552 or cell on 234-5996. I can also be reached by email on gimaselectric@myfairpoint.net.

Sincerely,


John Gimas
Gimas Electric



APPLICATION TO ERECT SIGN

CITY OF MANCHESTER, N. H.

Dept. of Buildings

Zone I-3
 Insurance needed
 Elect. Permit attached
 App. App'd. _____
 (Date) 20
 BY _____

Location 60 ~~How~~ Beech Street Date 5/16/91
 Type of Sign pole electric
 (wall, roof, projecting, etc.) (electric, non-electric)
 Business Name A-1 Sports Center If Roof Sign, Type of Roof and Pitch -
 Owner A-1 Sports Center Address 60 Beech St Manchester NH
 Material of Sign Plastic/metal Weight 150 lbs
 Height From Roof N/A Clear Ht. Over Sidewalk 12'
 Height Overall 14' Distance from Sidewalk 5' 2" Width of Sidewalk 8'
 Projection of Sign (Over Sidewalk) 0 Ft. 0 In. Distance from Bldg. 25' 15' front
 No. of Faces of Sign 2 Below Briefly Explain Hanging or Erecting Method.
 Over Public or Private Prop. private Extreme Dimensions of Sign Length 8' x Height 2'
 Existing Signs — Type none Size _____
 (If Alteration Describe Here) Sign to be installed with appropriate size footing.

Bldg Permit #375-91

Please Submit Sketch of Sign with Application. (On Larger Signs Structural Drawings May Be Required)
 Signature of Erector Ronald Parodi Address 711 Mast Rd Manchester Tel. 622 2344

See Sect. 118.0 Bldg. Code

PERMIT FEES

SIGNS AND DISPLAY STRUCTURES	MIN. FEE	OVER 50 SQ. FT. ADD. FEE	TOTAL
a) Over Public Prop. up to 50 sq. ft. Face Area.....	\$37.50 sq. ft. @ .75/sq. ft.	
b) Over Private Prop. up to 50 sq. ft. Face Area..... <u>32.14</u>	15.00 sq. ft. @ .75/sq. ft.	<u>15.00</u>
c) Temporary.....	25.00		<u>15.00</u>
Fee Pd. <u>10</u> Collected by <u>5/21/91</u>			
PAID BY: Check <input checked="" type="checkbox"/> # <u>11687</u> Cash <input type="checkbox"/> M.O. <input type="checkbox"/>		TOTAL FEE	<u>30.00</u>



PERMIT # 68 Date MAY 21 1991

Ronald H. Sanderson

Building Commissioner

← 8' →

A-1 SPORTS CENTER

↑
2'
↓

↑

12'

↓



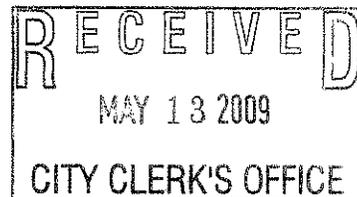
Kevin A. Sheppard, P.E.
Public Works Director

Timothy J. Clougherty
Deputy Public Works Director



Commission
William A. Varkas
Henry R. Bourgeois
Joan Flurey
William F. Houghton Jr.
Robert R. Rivard

CITY OF MANCHESTER
Highway Department



MEMO

To: Matt Normand
From: Tim Clougherty
Date: 05/11/09
Re: 60 Beech St.

Matt:

Attached please find a drawing and picture of the sign location at 60 Beech St, as requested by the Committee on Lands and Buildings.

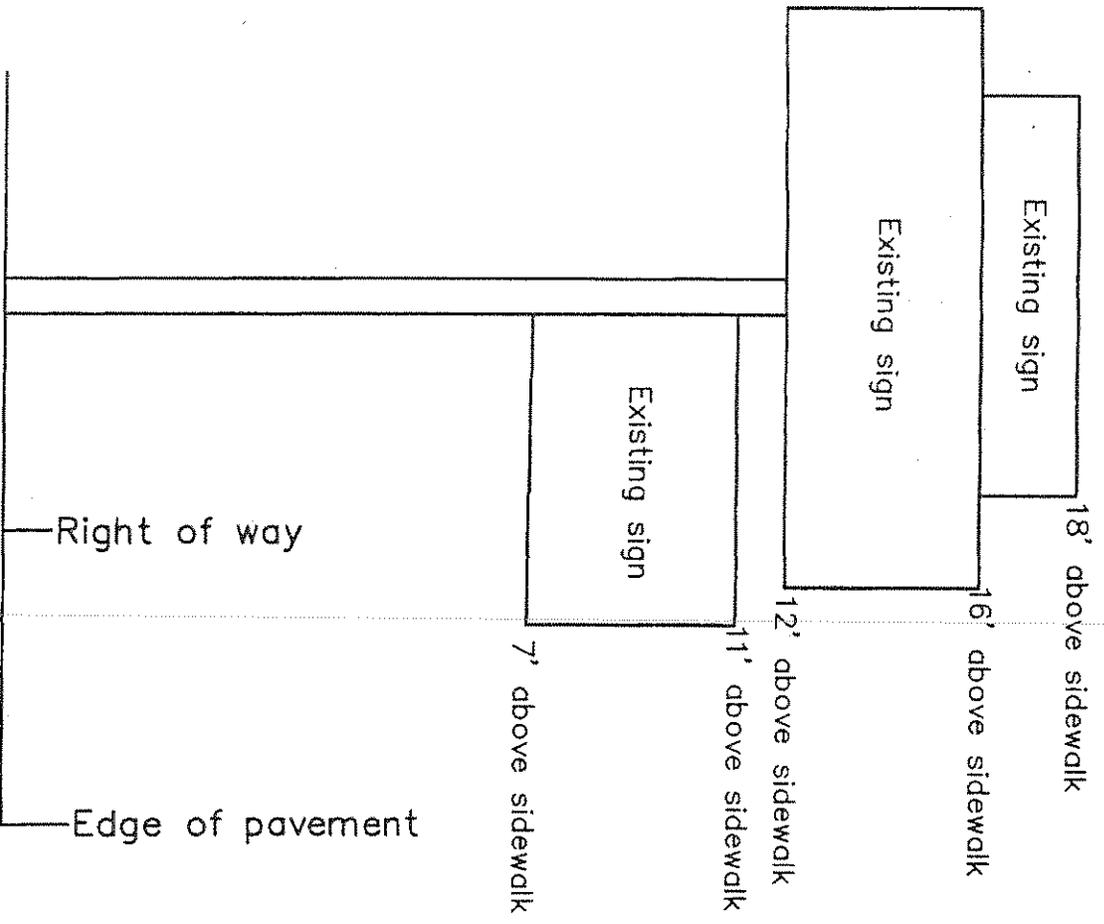
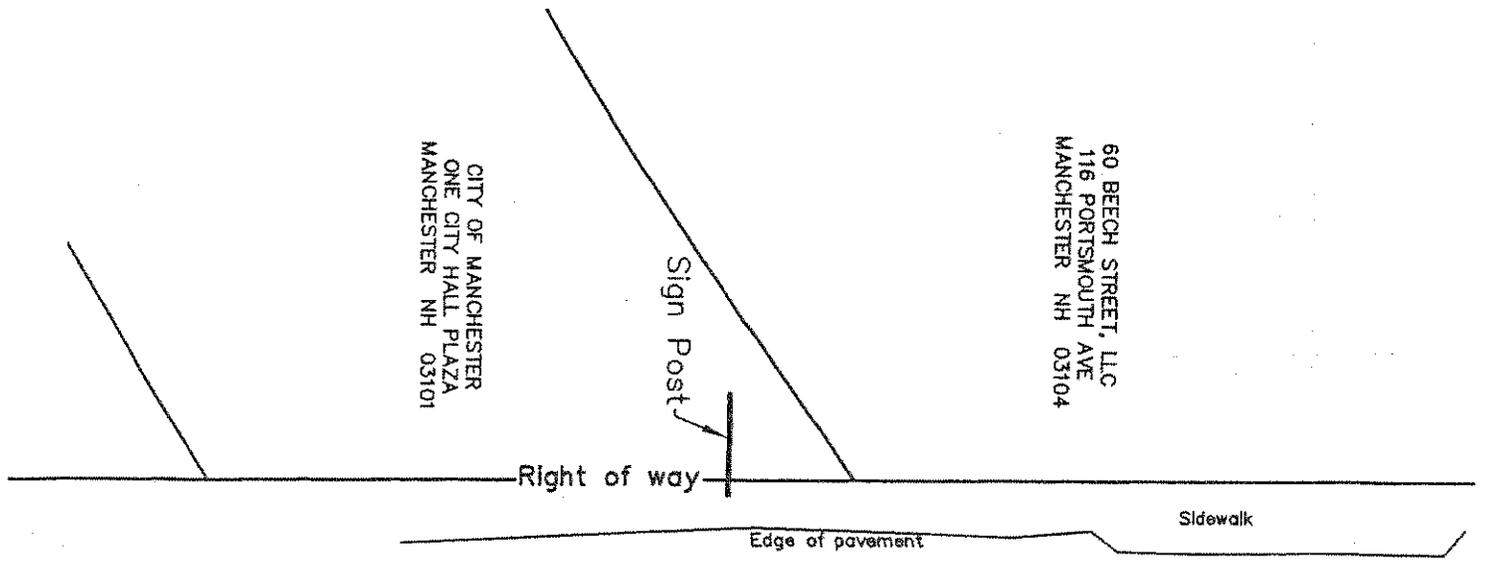
Thank you. I am available should you have further questions.

Sincerely,

Timothy J. Clougherty
Deputy Public Works Director

60 BEECH STREET, LLC
116 PORTSMOUTH AVE
MANCHESTER NH 03104

CITY OF MANCHESTER
ONE CITY HALL PLAZA
MANCHESTER NH 03101



6-6



6-7