

AGENDA

COMMITTEE ON LANDS AND BUILDINGS

November 10, 2009

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

6:00 PM

Aldermanic Chambers
City Hall (3rd Floor)

1. Chairman Smith calls the meeting to order.
2. The Clerk calls the roll.
3. Draft agreement submitted by the City Solicitor's Office between the City of Manchester and the Manchester Dog Park Association for a proposed dog park in the city.
Gentlemen, what is your pleasure?
4. Communication from Chuck DePrima, Acting Director of Parks, Recreation and Cemetery Department, regarding dog park site investigations for Dunbarton Road and Crescent Road.
(Note: Referred by the Board of Mayor and Aldermen on 10/6/09)
Gentlemen, what is your pleasure?
5. Communication from Chuck DePrima, Acting Director of Parks, Recreation and Cemetery Department, submitting an analysis of the Riverfront dog park site.
(Note: Referred by the Board of Mayor and Aldermen on 10/6/09)
Gentlemen, what is your pleasure?
6. Communication from David Winslow, Engineering Division, requesting acceptance of the drainage easement for Alpine Street.
Gentlemen, what is your pleasure?
7. Communication from Thomas Bowen, Water Works Director, submitting and new Cingular Wireless lease agreement for Derryfield Reservoir site.
Gentlemen, what is your pleasure?

8. Proposed Right of First Refusal between the City and River's Edge Manchester, LLC submitted by Thomas Arnold, Deputy City Solicitor.
Gentlemen, what is your pleasure?

9. Communication from Jay Minkarah, Economic Development Director, regarding acquisition of the Pearl Street Lot.
Gentlemen, what is your pleasure?

10. Communication from Alderman Lopez regarding a proposal for conveyance of property at 159 Douglas Street from the NeighborWorks of Greater Manchester. *(Note: Referred by the Board of Mayor and Aldermen on October 20, 2009 with recommendations to come from the Mayor, City Solicitor, Highway Director and Director of Planning. Attached is a letter submitted by Robert Tourigny, Executive Director of Neighborworks.)*
Gentlemen, what is your pleasure?

TABLED ITEM

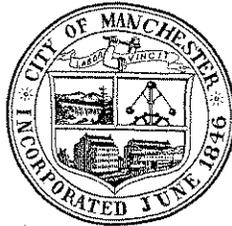
A motion is in order to remove any item off the table.

11. Communication from Jay Minkarah, Economic Development Director, providing a summary of issues, estimated costs, and the status of the Northwest Business Park and French Hall.
(Note: Referred by the Board of Mayor and Aldermen on 08/18/09. Tabled 9/1/09. A letter from Kenneth Edwards, MHRA is attached.)

12. 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. Retabled 7/07/09 waiting for disposition letter. Retabled 9/1/09, Finance Officer and City Solicitor to provide a final disposition letter.)
On file for viewing with Office of the City Clerk, One City Hall Plaza.

13. Request to obtain lot number 611-4A Island Pond Road.
(Note: Attached is a memo from Joan Porter regarding the Tax-Deeded property; appraisal from the Board of Assessors, if available. Tabled 9/1/09, additional information submitted by the Director of Planning & Community Development.)
14. There being no further business, a motion is in order to adjourn.

Matthew Normand
City Clerk



Kathleen Gardner
Deputy City Clerk

CITY OF MANCHESTER
Office of the City Clerk

MEMORANDUM

To: Committee on Lands and Buildings
Aldermen Smith, Gatsas, Osborne, M. Roy, J. Roy

From: Heather Freeman ~~HE~~
Vital & Legislative Records Supervisor

Date: October 23, 2009

Re: Manchester Dog Park Agreement

Please find attached the draft agreement for the proposed dog park in the city, which was prepared by the City Solicitor for the Committee's review at their next meeting.

Enclosure

3-1

AGREEMENT

This Agreement made and entered into this _____ day of _____, 20____ by and between the Manchester Dog Park Association a New Hampshire Nonprofit Corporation with an address of 139 Parker Street, Manchester, New Hampshire 03102 and the City of Manchester, New Hampshire a body Corporate and Politic with an address of One City Hall Plaza, Manchester, New Hampshire.

WHEREAS the Manchester Dog Park Association wishes to construct, operate and maintain a Dog Park where dogs can exercise, play and socialize "off-leash".

WHEREAS the City of Manchester desires to have a Dog Park established.

WHEREAS the City of Manchester and the Manchester Dog Park Association desire to enter into this Agreement to set forth the terms and conditions of their relationship.

NOW THEREFORE in consideration of the mutual covenants and Agreements contained herein the City of Manchester, New Hampshire (hereinafter "City") and the Manchester Dog Park Association (hereinafter "MDPA") agree as follows:

1. The term of this Agreement is five (5) years commencing on _____, 20____ and terminating on _____, 20____. Upon the written agreement of both parties, the terms of this Agreement may be renewed for an additional five (5) year period.

2. The City shall allow MDPA to use the premises described in Exhibit A (hereinafter "Promises") to construct, maintain and operate an area where dogs can exercise, play and socialize "off-leash" (hereinafter "Dog Park").

3. MDPA shall fence the perimeter of the Premises and shall provide such interior fencing as necessary or desirable for separating the various dogs using the Dog Park. The fencing shall be of the type suitable to contain and control said dogs.

4. MDPA shall also provide such other facilities necessary or desirable to the maintenance and operation of the Dog Park such as water and dog waste facilities.

5. The MDPA shall draft, adopt and post such rules and regulations as are necessary and desirable for the operation of the Dog Park. At minimum such rules and regulations shall contain provisions dealing with:

A) The immunizations a dog must have in order to use the Dog Park.

B) The exclusion of dogs with a known history of, or who exhibit dangerous behavior.

C) The minimum age of dog owners using the Dog Park.

D) The hours of operation of the Dog Park.

6. MDPA shall construct, maintain, operate and supervise the Dog Park and shall supervise the premises

7. MDPA shall post a sign at the entrance to the Dog Park stating that MDPA is solely responsible for constructing, maintaining, operating and supervising the Dog Park.

8. MDPA shall procure and provide comprehensive general liability insurance written on occurrence form, including completed operations coverage, personal injury liability coverage, broad form property damage liability coverage and contractual liability coverage insuring the agreements contained herein. The minimum limits of liability carried on such insurance shall be \$1,000,000 each

occurrence and, where applicable, in the aggregate combined single limit for bodily injury and property damage liability; \$1,000,000 annual aggregate personal injury liability. Any and all deductibles on the above described insurance policies shall be assumed by and for the account of, and at the sole risk of the MDPA.

Insurance companies utilized must be admitted to do business in New Hampshire or be on the insurance commissioner's list of approved non-admitted companies and shall have a rating of (A) or better in the current edition of best's key rating guide. Association agrees to furnish certificates (s) of the above mentioned insurance to the City of Manchester within fourteen (14) days from the date of this agreement and, with respect to the renewals of the current insurance policies, at least thirty (30) days in advance of each renewal date. Such certificates shall name the City of Manchester as additional insured and shall state that in the event of cancellation or material change, written notice shall be given to the City of Manchester, Office of Risk Management, One City Hall Plaza, Manchester, New Hampshire 03101 at least thirty (30) days in advance of such cancellation or change. The purchase of the insurance required of the furnishing of the aforesaid certificate shall not be a satisfaction of Association's liability hereunder or in any way modify the Association's indemnification responsibilities to the City of Manchester.

9. MDPA hereby agrees to protect, defend, indemnify, and hold the City of Manchester and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including but not limited to, the amounts of judgments, penalties,

interests, court costs, legal fees and all other expenses incurred by the city arising in favor of any party including claims, liens, debts, personal injuries including injuries sustained by employees of the city, death or damages to property (including property of the city) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of this agreement.

Association agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, or suits at the sole expense of the Association.

Association also agrees to bare all other cost and expenses related thereto, even if the claim or claims alleged are groundless, false or fraudulent. This provision is not intended to create any cause of action in favor of any third party against Association or the city or to enlarge in any way the Association's liability, but is intended solely to provide for indemnification of the city from liability for damages or injuries to third persons or property arising from Association's performance hereunder.

10. MDPA can terminate this agreement upon sixty (60) days written notice to the City.

11. Should MDPA be in breach of any of the foregoing provisions of this Agreement the City shall provide written notification of the breach to MDPA. MDPA shall have 30 days to correct said breach. Should MDPA fail to correct said breach within 30 days the City may terminate this Agreement upon written Notice to MDPA.

12. Paragraph 11 notwithstanding the City may terminate this agreement immediately without notice should:

- a. MDPA fail to provide the insurance called for in paragraph 8.
- b. MDPA fail to provide current Certificates of Insurance as provided for in paragraph 8.
- c. The insurance provided for in paragraph 8 lapse or be cancelled for any period of time; however brief.

13. Paragraph 11 notwithstanding should MDPA fail to provide the indemnification called for in paragraph 9 of this agreement the City may cancel this agreement upon written notice to MDPA.

14. Any notices required under the terms of this Agreement shall be sent via United States mail, first class, return receipt requested, to the following:

MDPA: Manchester Dog Part Association
 139 Parker Street
 Manchester, NH 03102

City: Director
 Parks, Recreation and Cemetery Department
 625 Mammoth Road
 Manchester, NH 03104

15. This Agreement shall not be assigned by MDPA without the written consent of the City which consent the City may grant or deny in its sole and unfettered discretion.

16. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New Hampshire.

17. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other breach by any party.

18. No amendment or modification of this Agreement shall be valid or effective unless in writing and signed by the parties to this Agreement.

Manchester Dog Park Association

Date

By: _____
(Name)
(Title)

City of Manchester

Date

By: _____
(Name)
(Title)

Chuck DePrima
Acting Director



CITY OF MANCHESTER
Parks Recreation and Cemetery Department

September 17, 2009

Board of Mayor And Aldermen
City of Manchester Community Improvement Program
One City Hall Plaza
Manchester, NH 03101

RE: Dog Park Site Investigation

Date: October 6, 2009
On motion of Ald. Smith
Duly seconded by Ald. DeVries
Voted to refer to the Committee on Lands
and Buildings



City Clerk

Dear Members of the Board:

Subsequent to an action taken by the Committee on Lands and Buildings on September 1st, 2009 I conducted a more detailed investigation into two possible sites for an off leash dog park. The Dunbarton Road site adjacent to the former landfill across the street from the animal shelter is the preferred location and the site located on the south end of Pine Grove Cemetery is the second option as dog park sites.

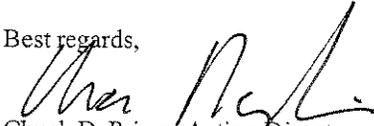
The detailed investigation of each site yielded a conceptual layout of the enclosed off leash area and associated parking area. Also included is a letter from Doug Kemp of the NHDES Waste Management Division indicating no opposition to the Dunbarton Road site and offering suggestions as the project proceeds.

In summary the Dunbarton Road site is approximately 2.3 total acres in size. Approximately 2 acres will be utilized for the off-leash area and approximately 30 parking spaces will be located on the remaining land to the northwest.

The Crescent Road site is approximately 1 acre in size for the enclosed off-leash area. Approximately 14 parking spaces will be located parallel to Crescent Road across the road to the south of the off-leash area. Since the parking spaces are adjacent to a residence, measures in the form of landscaping will be taken to visually separate the parking lot from the abutting property owner.

It is my sincere hope that this information will be a useful tool for board members to make their final decision for a dog park location. Upon final recommendation of a site a neighborhood meeting will be scheduled to facilitate a dialogue between the Dog Park Association and the residents adjacent to the site. The information gathered in this public meeting will be used to guide the use and hours of the park to minimize any potential negative impact the park may have. Please do not hesitate to contact me should you need further information.

Best regards,

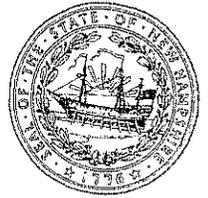

Chuck DePrima, Acting Director

Cc: Honorable Mayor Frank Guinta
Tom Clark, City Solicitor
Phil Greazzo, Chairman Manchester Dog Park Association

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/



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

September 14, 2009

Mr. Kevin A. Sheppard, P.E.
Director
Public Works Department
227 Maple Street
Manchester, NH 03103

Subject: Manchester Landfill – Dog Park Request

Dear Mr. Sheppard:

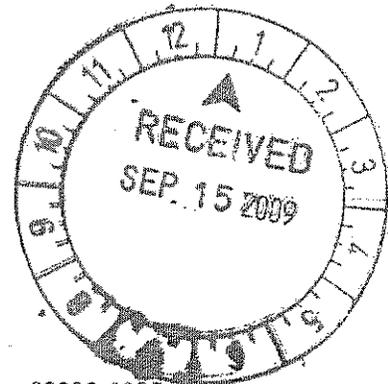
The Department of Environmental Services (Department) has reviewed the request, submitted by the City of Manchester, to use a portion of the closed landfill site for a dog park and parking lot. The Department is not opposed to the concept and offers the following:

1. According to the preliminary site plan, the parking area and dog park are to be situated between Dunbarton Road and the southern edge of the landfill.
2. Both the parking area and dog park are to be enclosed by fencing which will prohibit direct vehicular access to the access road around the landfill. The height of the proposed fence around the dog park is to be 8 feet.
3. Any element of the landfill post-closure reporting/monitoring plan [e.g., soil gas probes, monitoring wells, etc.] located inside either the parking lot or dog park must be protected from damage.
4. The Department should be informed of any changes to the preliminary design prior to the installation of any component of the design.

If you have any questions, please contact me.

Sincerely,

Douglas Kemp
Waste Management Specialist III
Solid Waste Management Bureau
f:/proj09/manchlf09
Tel.: (603) 271-2925



CONTRACT ESTIMATE
Dog Park - Dunbarton Rd

ITEM #	DESCRIPTION	UNITS	UNIT PRICE	QUANTITY	UNIT COST
201.02	Grubbing	AC	\$7,000.00	0.1	\$700.00
203.01	Common Excavation	CY	\$10.00	320	\$3,200.00
304.3	Crushed Gravel	CY	\$25.00	320	\$8,000.00
607.668	Chain Link Fence, 8 FT High	LF	\$30.00	1400	\$42,000.00
641	Loam, 4 Inches Deep	SY	\$6.00	200	\$1,200.00
646.2	Turf Establishment w/o Mulch	SY	\$6.00	200	\$1,200.00
607.70865	Chain Link Fence Gates, Single	EA	\$800.00	4	\$3,200.00
607.80865	Chain Link Fence Gates, Double 18ft Opening	EA	\$1,500.00	1	\$1,500.00
900	Concrete Wheel Stops	EA	\$120.00	30	\$3,600.00

SUBTOTAL:	\$64,600
ADD 20% CONTINGENCY:	\$12,920
ADD 10% MOBILIZATION:	\$6,460
TOTAL:	<u>\$83,980</u>
 USE:	 \$85,000

CONTRACT ESTIMATE
Dog Park - Brown Ave/Crescent Rd

ITEM #	DESCRIPTION	UNITS	UNIT PRICE	QUANTITY	UNIT COST
201.02	Grubbing	AC	\$7,000.00	0.1	\$700.00
203.01	Common Excavation	CY	\$10.00	150	\$1,500.00
203.5	Fill, Borrow Material	CY	\$15.00	30	\$450.00
304.3	Crushed Gravel	CY	\$25.00	110	\$2,750.00
403.11	Hot Bituminous Pavement, machine method	TON	\$80.00	75	\$6,000.00
403.12	Hot Bituminous Pavement, hand method	TON	\$150.00	2	\$300.00
607.668	Chain Link Fence, 8 FT High	LF	\$30.00	600	\$18,000.00
607.70865	Chain Link Fence Gates, Single	EA	\$800.00	4	\$3,200.00
606.141	Guardrail	LF	\$30.00	90	\$2,700.00
606.147	Guardrail, Terminal Unit, Type G	EA	\$600.00	2	\$1,200.00
641	Loam, 4 Inches Deep	SY	\$6.00	100	\$600.00
646.2	Turf Establishment w/o Mulch	SY	\$6.00	100	\$600.00
900	Retaining Wall	SF	\$30.00	125	\$3,750.00
900	Concrete Wheel Stops	EA	\$120.00	14	\$1,680.00

SUBTOTAL:	\$43,430
ADD 20% CONTINGENCY:	\$8,686
ADD 10% MOBILIZATION:	\$4,343
ADD 5% FOR RETAINING WALL DESIGN	\$2,172
TOTAL:	<u>\$58,631</u>
 USE:	 \$60,000

Chuck DePrima
Acting Director



CITY OF MANCHESTER
Parks Recreation and Cemetery Department

September 17, 2009

Board of Mayor and Aldermen
City of Manchester Community Improvement Program
One City Hall Plaza
Manchester, NH 03101

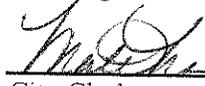
RE: Riverfront Dog Park Site Analysis

Date: October 6, 2009

On motion of Ald. Smith

Duly seconded by Ald. Shea

Voted to refer to the Committee on Lands and Buildings



City Clerk

Dear Members of the Board:

At the last Board of Mayor and Alderman meeting held on September 1st, 2009 a recommendation was made of our department to further investigate the viability of a parcel of land located along the Merrimack River to be transferred to the City by River's Edge Management, LLC as part of the agreement to develop the former Jac Pac site.

The subject parcel is approximately 5 acres of land to be dedicated as open space located on a parcel of land on the west side of the railroad tracks that is currently occupied by the freezer building portion of the former Jac Pac facility. This site was incidentally offered as an option during discussion with Dick Anagnost and the Committee on Lands and Buildings regarding an unrelated topic.

Upon further investigation it has been determined this site has little to no viability as a potential dog park because there is no access to the parcel. In order to gain access to the 5 acre parcel several obstacles will need to be overcome. Please see attached sketch for additional information.

1. The City will need an access easement from Haverford-Hathaway L.L.C. to cross lot 435-9.
2. The City will need to reacquire crossing rights over the railroad tracks. This crossing was closed to the public in July of 1978, Order No. 13,247, PUC file DT 77-182.
3. Byron Street leading to the tracks will need an action by the board to reclassify the street from a class VI to a class IV to insure its maintenance.
4. An easement granted to the Boston & Maine Railroad is located on the property that allows access across the subject parcel to land owned by railroad to the north. Such an easement will constrain our ability to construct a structure/ fence of any type that would restrict access as described in the deed.

It should be noted that none of these obstacles are impossible to overcome but they all negatively impact the ability to implement a short term development strategy for this parcel of land. If you should have any further questions regarding either the accuracy of the information or its implications and impact on the site's viability as a potential dog park please do not hesitate to contact myself or Tom Arnold.

Best regards,



Chuck DePrima, Acting Director

Cc: Honorable Mayor Frank Guinta
Tom Arnold, Deputy City Solicitor
Phil Greazzo, Chairman Manchester Dog Park Association

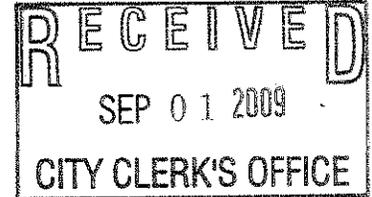
Kevin A. Sheppard, P.E.
Public Works Director

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



September 1, 2009

Lands and Buildings Committee of the
Honorable Board of Mayor and Aldermen
C/O Mr. Matthew Normand
CITY CLERKS OFFICE
One City Hall Plaza
Manchester, NH 03103

Re: Drainage Easement, Alpine Street

Gentlemen:

As part of the Highway Department's Chronic Drain Program, we have designed drainage improvements at the end of Alpine Street to address concerns raised by area residents. To facilitate this, a drainage easement was secured upon land owned by the Roman Catholic Bishop of Manchester.

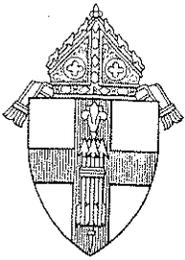
We request that the easement be formally accepted by the Board of Mayor and Alderman. Upon your acceptance we will forward the original document to the Solicitor's Office for execution and recording at the Hillsborough County Registry of Deeds.

If you have any questions or comments, please do not hesitate to call.

Very truly yours,

David L. Winslow
Engineering Division

c/Bruce A. Thomas



Diocese of Manchester
Secretariat for Real Estate

153 Ash Street P. O. Box 310
Manchester, NH 03105-0310
Tel. (603) 669-3100
Fax (603) 669-0377

August 28, 2009

Mr. David L. Winslow, PE
Subdivision Engineer
City of Manchester
Department of Highways
227 Maple Street
Manchester, NH 03103

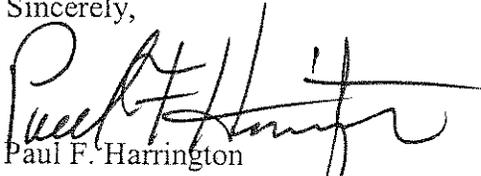
Re: Easement Deed – Alpine Street, Manchester, NH

Dear Mr. Winslow,

Enclosed please find the Easement Deed from the Roman Catholic Bishop of Manchester, a corporation sole to the City of Manchester, a body corporate and politic in reference to the property located at Alpine Street in Manchester, NH.

The deed was signed and thereby executed by Diane Murphy Quinlan, Chancellor, on August 28, 2009. Please have an authorized representative for the City of Manchester sign in acceptance of the terms therein, and subsequently return a copy to the diocese for our records.

Sincerely,


Paul F. Harrington
Secretary for Real Estate

PFH/kjl

Enclosure

EASEMENT DEED

KNOW ALL MEN BY THESE PRESENTS, that the **Roman Catholic Bishop of Manchester**, a corporation sole, having a address of 153 Ash Street, P.O. Box 310, Manchester, NH 03105-0310 (hereinafter "Grantor") for consideration paid, grants to the **City of Manchester**, a body corporate and politic, of One City Hall Plaza, Manchester, New Hampshire 03101 (hereinafter "Grantee") with WARRANTY COVENANTS, the perpetual right to pass and repass by foot, machine, or motor vehicle and to install, operate, maintain, repair, rebuild, replace, or enlarge, in whole or in part, any drainage pipes, safety drains, storm drains, or any fixtures or appurtenances incident thereto at any time within, through, over, and/or under the land of the Grantor situated in the City of Manchester, County of Hillsborough, State of New Hampshire and as shown on plan titled Alpine Street Drainage Improvement Easement Plan on file at the City of Manchester Department of Highways. The area is more particularly described as follows:

Beginning at a point in the Alpine Street right of way, said point being S 06°49'46" E a distance 327.53 feet from a CBED at intersection of the south right of way line of Dickey Street and the east right of way line of Alpine Street; thence;

N 81°01'14" E for a distance of 9.36 feet along the centerline of discontinued Ingalls Street, to a point; thence

S 18°15'46" E for a distance of 75.27 feet to a point; thence

S 71°44'14" W for a distance of 20.00 feet to a point; thence

N 18°15'46" W for a distance of 51.42 feet to a point; thence

N 31°32'29" E along an easement as recorded in Hillsborough County Registry of Deeds Book 5775, page 1118 for a distance of 8.90 feet to a point; thence

N 06°49'46" W for a distance of 20.01 feet along the Alpine Street right of way back to point of beginning.

Said area to contain 1,337 square feet, being the same, more or less.

Meaning and intending to describe a portion of the premises shown as Tax Map 762, Lot 31 on the City of Manchester Assessor's Maps.

The Grantor further conveys to the Grantee for the duration of said easement the right to temporarily place or store equipment and/or excavated earth and other material on the Grantor's property within ten feet (10') of the above-described easement; provided

however that the Grantee shall restore said land to the condition to which it was immediately prior to such use.

The Grantor hereby covenants for themselves, their heirs, executors, administrators, successors and assigns, that they will not erect any structure or obstruction on the easement premises nor will they permit others to do so during the term of their ownership nor will they interfere in any way with the exercise by the Grantee of right granted herein.

In witness my hand this 28 day of August, 2009.

GRANTOR:
Roman Catholic Bishop of Manchester

Cheryl L. Carter
Witness

By: Diane M. Quinlan

Name: Diane M. Quinlan

Title: Chancellor

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

This instrument was acknowledged before me on this 28 day of August, 2009
by Diane M. Quinlan
of Roman Catholic Bishop of Manchester on behalf of the Corporation

Piscilla C. Beaulieu
Notary Public/ Justice of the Peace

(Seal, if any)

My Commission Expires NOVEMBER 29, 2011
PISCILLA C. BEAULIEU, Notary Public
My Commission Expires November 29, 2011

GRANTEE:

CITY OF MANCHESTER

Witness

By: _____

Name:

Title:

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

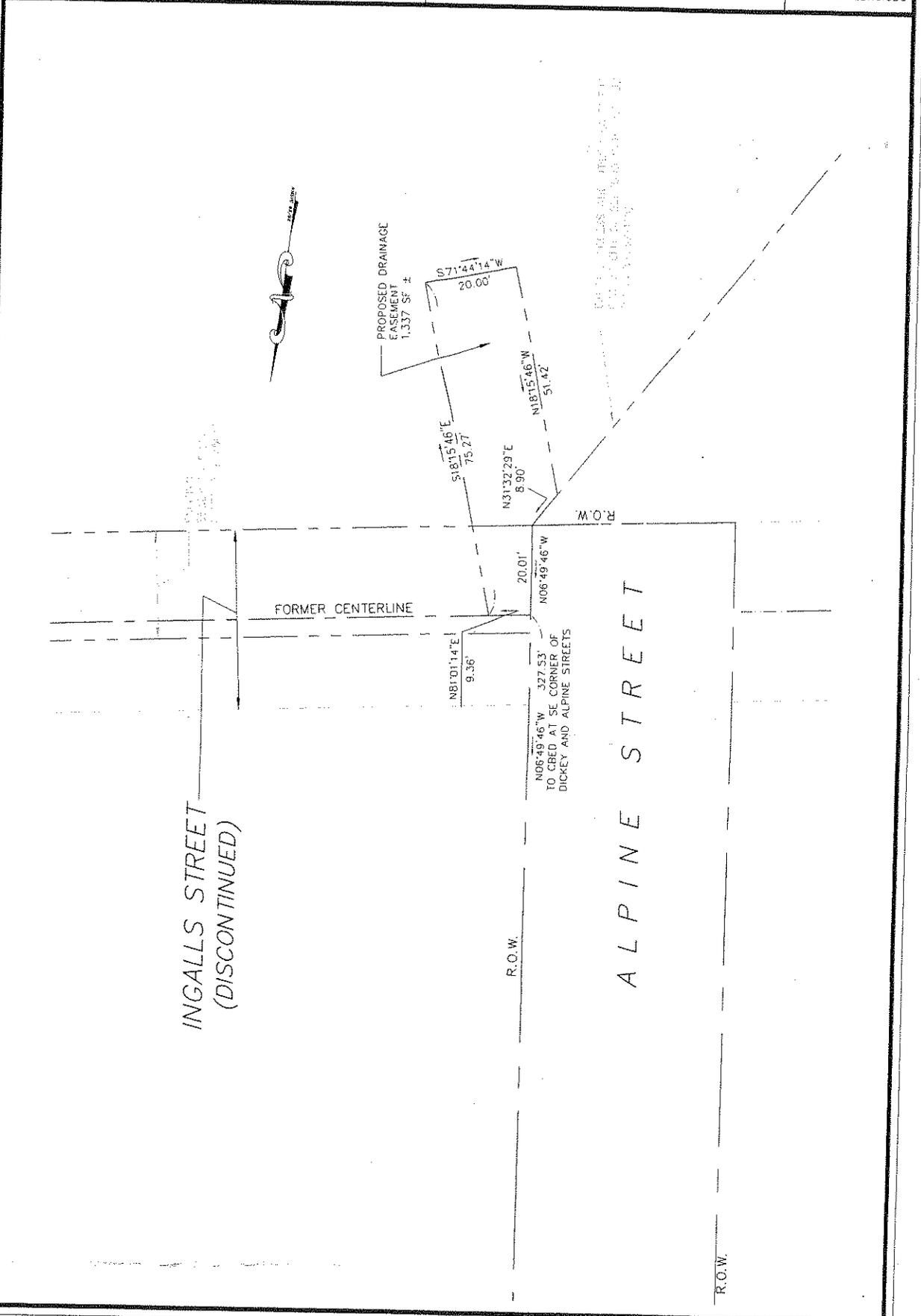
The foregoing instrument was acknowledged before me this _____ day of _____, 2009 by Frank C. Guinta, the Mayor of the City of Manchester, a New Hampshire Municipal corporation.

Notary Public / Justice of the Peace

(Seal, if any)

My Commission Expires: _____

SCALE 1"=20'	ALPINE STREET DRAINAGE IMPROVEMENT EASEMENT PLAN	 CITY OF MANCHESTER DEPARTMENT OF HIGHWAYS ENGINEERING DIVISION 227 MAPLE STREET MANCHESTER, NEW HAMPSHIRE 03103	DESIGNED BY: D.L.W.
			DRAWN BY: D.L.W.
			CHECKED BY: M.J.M.
			SUBMITTED BY: D.L.W.



6-6



MANCHESTER WATER WORKS

281 LINCOLN ST., MANCHESTER, NEW HAMPSHIRE 03103-5093 Tel. (603) 624-6494

October 28, 2009

LOUIS C. D'ALLESANDRO
President

DYLAN R. CRUESS
Clerk

WILLIAM A. BEATON
BERNARD G. GARRITY, JR.
PHILLIP SAPIENZA
PAUL G. LESSARD

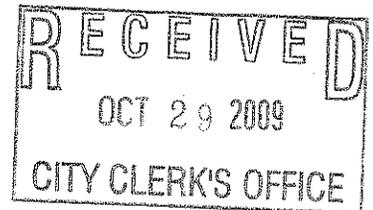
Ex Officio
HON. FRANK C. GUINTA
Mayor

THOMAS M. BOWEN, P.E.
Director and Chief Engineer

ROBERT BEAURIVAGE, P.E.
Asst. Director

Board of Mayor and Aldermen
c/o City Clerk's Office
City of Manchester
One City Hall Plaza
Manchester, NH 03101

**RE: NEW CINGULAR WIRELESS LEASE AGREEMENT
DERRYFIELD RESERVOIR SITE**



Dear Members of the Board of Mayor and Aldermen:

Attached for your consideration is an Option and Lease Agreement between the City of Manchester on behalf of the Manchester Water Works and New Cingular Wireless PCS for the placement of an additional antenna on Manchester Water Works' property located adjacent to our reservoir sites in Derryfield Park. The Agreement in its current form was approved by the Board of Water Commissioners at their meeting on October 27, 2009.

This structure has been under consideration for well over one year and has been the subject of considerable discussion among several City departments including Manchester Water Works, Manchester Fire Communications Division, Parks and Recreation, Planning and the City Solicitor's Office. The terms of the Lease Agreement are consistent with existing leases which Manchester has at the Hermit Road site in south Manchester. Such terms are outlined in my memorandum to the Board of Water Commissioners dated October 21, 2009 and attached to this letter.

It is therefore respectfully requested that the Board approve the Agreement as submitted subject to final review and approval by the City Solicitor's Office.

Sincerely,

Thomas M. Bowen, P.E.
Director

Enclosures

cc: Thomas Clark, City Solicitor
Jaclyn Swenson, AT&T
Jody Rivard, Fire Communications (w/o att.)
Pam Goucher, City Planning (w/o att.)
Chuck DiPrima, Park and Recreation (w/o att.)

Memo

October 21, 2009

- 7 -
10-27-09

TO: BOARD OF WATER COMMISSIONERS

FROM: ^{TMB} THOMAS M. BOWEN, P.E., DIRECTOR

RE: OPTION AND LEASE AGREEMENT WITH CINGULAR WIRELESS PCS AT
DERRYFIELD RESERVOIR SITE

For well over a year, MWW has been in discussions with New Cingular Wireless PCS, a subsidiary of AT&T over the installation of an additional cell tower site in Derryfield Park. In December of 2008, we last reported to the Board that negotiations had reached a point where all of the major issues had been identified and that the main issues to be resolved were potential interference issues raised by the Manchester Fire Communication personnel with existing antenna uses at the site and resolution of concerns raised by the Heritage Commission regarding siting in proximity to the Weston Tower facility, which is on the Historic Register. We are pleased to report at this time that these remaining issues have been resolved and that we are prepared to move forward with a recommendation of acceptance to the Board of Water Commissioners and eventually to the Board of Mayor and Aldermen.

Attached for the Board's consideration is an annotated copy of the Lease Agreement showing all modifications that have been made to the document including those by Water Works' personnel, Fire Communications, Heritage Commission and the City Solicitor's Office.

The terms of the lease are consistent with other cell communication leases which MWW has namely that the lease is a 5-year lease with four additional 5-year terms available based on mutual agreement between the parties. The annual payment for the first year of the lease would be \$22,200 or \$1,850 per month with 4% automatic escalator per year thereafter. The lease also requires a 50/50 split of rent which may result from the placement of additional antennas by third parties as is the case with the Hermit Road agreement. The balance of the terms are consistent with Hermit Road lease agreement and have been reviewed by the City Solicitor.

The cell provider has also, in addition to the items specified in the agreement, agreed to provide upgrades to the access to the site by way of the installation of an electronic gate located on Oak Hill Avenue at the entrance to the site for security purposes, as well as to absorb any costs associated with the relocation of any existing antennas that are currently located on a tower which is under consideration by the Manchester Fire Communication personnel for upgrading.

IT IS THEREFORE RECOMMENDED THAT THE BOARD APPROVE THE AGREEMENT AS SHOWN SUBJECT TO ANY FINAL REVISIONS TO ITS FORM BY THE CITY SOLICITOR'S OFFICE AND TO AUTHORIZE THE DIRECTOR TO FORWARD SUCH TO THE BOARD OF MAYOR AND ALDERMEN FOR THEIR CONSIDERATION.

Attachment
Bwc2

Manchester Water Works

281 Lincoln St., Manchester, NH 03103, tel. 603-624-6494, fax: 603-628-6020

7-2

Market: New England
Cell Site Number: 2319
Cell Site Name: Manchester Reservoir North (NH)
Fixed Asset Number: 10117743

OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by the City of Manchester acting by and through its department, the Manchester Water Works, a New Hampshire Municipality, having a mailing address of 281 Lincoln St Manchester, NH 03103 (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 (hereinafter referred to as "**Tenant**").

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, located at Tower Hill Street City Reservoir, in the County of Hillsborough, State of New Hampshire (collectively, the "**Property**"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. OPTION TO LEASE.

(a) Landlord grants to Tenant an option (the "**Option**") to lease a certain portion of the Property containing approximately 10,000 square feet including the air space above such room/cabinet/ground space as described on attached **Exhibit 1**, together with unrestricted access for Tenant's uses from the nearest public right-of-way along the Property to the Premises as described on the attached **Exhibit 1** (collectively, the "**Premises**").

(b) During the Option period and any extension thereof, and during the term of this Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the "**Tests**"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection. Tenant will restore the Property to its condition as it existed at the commencement of the Option Term (as defined below), reasonable wear and tear and casualty not caused by Tenant excepted. In addition, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or claims arising directly out of Tenant's Tests.

(c) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of One Thousand Eight Hundred Fifty and No/100 Dollars (\$1,850.00) within thirty (30) business days of the Effective Date. The Option will be for an initial term of one (1) year commencing on the Effective Date (the "**Initial Option Term**") and may be renewed by Tenant for an additional one (1) year upon written notification to Landlord and the payment of an additional One Thousand Eight Hundred Fifty and No/100 Dollars (\$1,850.00) no later than ten (10) days prior to the expiration date of the Initial Option Term.

(d) Upon 30 days written notice to the Landlord, the Option may be sold, assigned or transferred at any time by Tenant to Tenant's parent company or member if Tenant is a limited liability company or any affiliate or subsidiary of, or partner in, Tenant or its parent company or member. Otherwise, the Option may not be sold, assigned or transferred without the written consent of Landlord, such consent not to be unreasonably withheld, conditioned or delayed. From and after the date the Option has been sold, assigned or transferred by Tenant to a third party agreeing to be subject to the terms hereof, Tenant shall immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.

(e) During the Initial Option Term and any extension thereof, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option then Landlord leases the Premises to the Tenant subject to the terms and conditions of this Agreement. If Tenant does not exercise the Option during the Initial Option Term or any extension thereof, this Agreement will terminate and the parties will have no further liability to each other.

(f) If during the Initial Option Term or any extension thereof, or during the term of this Agreement if the Option is exercised, Landlord decides to subdivide, sell, or change the status of the zoning of the Premises or Property or in the event of foreclosure, Landlord shall immediately notify Tenant in writing. Any sale of the Property shall be subject to Tenant's rights under this Agreement. Landlord agrees that during the Initial Option Term or any extension thereof, or during the Term of this Agreement if the Option is exercised, Landlord shall not initiate impose or consent to any restriction that would prevent or limit Tenant from using the Premises for the uses intended by Tenant as hereinafter set forth in this Agreement.

2. **PERMITTED USE.** Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "**Permitted Use**"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of Landlord's contiguous, adjoining or Surrounding Property as described on **Exhibit 1** as may reasonably be required during construction and installation of the Communications Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the main entry point to the equipment shelter or cabinet, and to make Property improvements, alterations, upgrades or additions appropriate for Tenant's use ("**Tenant Changes**"). Tenant Changes include the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises at Tenant's expense. Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Communication Facility on the Property. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement. Tenant will be allowed to make such alterations to the Property in order to accomplish Tenant's Changes or to insure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations.

3. **TERM.**

(a) The initial lease term will be five (5) years ("**Initial Term**"), commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of the Option (the "**Term Commencement Date**"). The Initial Term will terminate on the fifth (5th) annual anniversary of the Term Commencement Date.

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each five (5) year term shall be defined as the "**Extension Term**"), upon the same terms and conditions unless the Tenant notifies the Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the existing Term.

(c) If, at least sixty (60) days prior to the end of the fourth (4th) extended term, either Landlord or Tenant has not given the other written notice of its desire that the term of this Agreement end at the expiration of the fourth (4th) extended term, then upon the expiration of the fourth (4th) extended term this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such annual term. Monthly rental during such annual terms shall be equal to the rent paid for the last month of the fourth (4th) extended term plus the annual escalator. If Tenant remains in possession of the Premises after the termination of this Agreement then Tenant will be deemed to be occupying the Premises on a month to month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, the Extension Term and the Holdover Term are collectively referred to as the Term ("**Term**").

4. RENT.

(a) Commencing on the first day of the month following the date that Tenant commences construction (the "**Rent Commencement Date**"), Tenant will pay the Landlord a monthly rental payment of One Thousand Eight Hundred Fifty and No/100 Dollars (\$1,850.00) ("**Rent**"), at the address set forth above, on or before the fifth (5th) day of each calendar month in advance. In partial months occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within thirty (30) days after the Rent Commencement Date.

(b) In year two (2) of the Initial Term, and each year thereafter, including throughout any Extension Terms exercised, the monthly rent will increase by Four percent (4%) over the Rent paid during the previous year.

(c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly rent which is due and payable without a requirement that it be billed by Landlord. The provisions of the foregoing sentence shall survive the termination or expiration of this Agreement.

5. APPROVALS.

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises for Tenant's Permitted Use and Tenant's ability to obtain and maintain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of Tenant's choice. In the event Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory, Tenant will have the right to terminate this Agreement upon notice to Landlord.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if the Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

6. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Paragraph 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable;

(c) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or

(d) by Tenant upon sixty (60) days prior written notice to Landlord for any reason, so long as Tenant pays Landlord a termination fee equal to three (3) months Rent, at the then current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any one or more of Paragraphs 5(b), 6(a), 6(b), 6(c), 8, 11(d), 18, 19 or 23(j) of this Agreement.

7. **INSURANCE.** Tenant shall maintain the following coverages during the Term:

(a) The Tenant shall carry Commercial General Liability Insurance written on occurrence form. The minimum limits of liability carried on such insurance shall be \$1,000,000 on each occurrence and, where applicable, in the aggregate combined single limit for bodily injury and property damage liability; \$1,000,000 annual aggregate personal injury liability.

(b) Automobile Liability insurance for owned, non-owned and hired vehicles. The minimum limit of liability carried on such insurance shall be \$1,000,000 each accident, combined single limit for bodily injury and property damage.

(c) Worker's Compensation insurance providing statutory coverage and including employer's liability insurance with limits of liability of at least \$100,000 for each accidental injury and, with respect to bodily injury by disease, \$100,000 each employee and \$500,000 per policy year.

(d) X,C,U Hazards covering collapse of buildings, blasting, and damage to underground property. Insurance similar to that required of the Tenant shall be provided by or on behalf of all contractors or subcontractors of Tenant to cover their operations on behalf of all subcontractors to, cover their operations performed under this agreement. The Tenant shall be held responsible for any modifications in these insurance requirements as they apply to contractors or subcontractors.

(e) The Tenant agrees to furnish certificates of the above mentioned insurance to the Manchester Water Works-City of Manchester within fourteen (14) days from the date of this agreement and, with respect to the renewals of the current insurance policies, at least ten (10) days in advance of each renewal date. Such certificates shall state that in the event of cancellation, insurers will endeavor to provide written notice to the Manchester Water Works Distribution Engineer, 281 Lincoln Street, Manchester, NH 03103-5093 at least thirty (30) days in advance of such cancellation.

(f) The Tenant agrees to include the Landlord as an additional insured on the general liability coverage required in (a) above.

(g) Insurance companies utilized must be admitted to do business in New Hampshire or be on the Insurance Commissioners list of approved non-admitted companies and shall have a rating of (A minus) or better in the current edition of Best's Key Rating Guide.

8. **INTERFERENCE.**

(a) Where there are existing radio frequency user(s) on the Property, the Landlord will provide Tenant with a list of all existing radio frequency user(s) on the Property to allow Tenant to evaluate the potential for interference. Tenant warrants that its use of the Premises will not interfere with existing radio frequency

user(s) on the Property so disclosed by Landlord, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party for the use of the Property, if such use may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not use, nor will Landlord permit its employees, tenants, licensees, invitees or agents to use, any portion of the Property in any way which interferes with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period then the parties acknowledge that Tenant will suffer irreparable injury, and therefore, Tenant will have the right, in addition to any other rights that it may have at law or in equity, for Landlord's breach of this Agreement, to elect to enjoin such interference or to terminate this Agreement upon notice to Landlord.

9. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) Notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages.

10. WARRANTIES.

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents and warrants that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on the Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable Subordination, Non-Disturbance and Attornment Agreement.

11. ENVIRONMENTAL.

(a) Landlord represents and warrants that the Property is free of hazardous substances as of the date of this Agreement, and, to the best of Landlord's knowledge, the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) the indemnifying party's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, or (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Property and activities conducted by the party thereon, unless the environmental conditions are caused by the other party.

(c) The indemnifications of this Paragraph 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Paragraph 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental or industrial hygiene condition or matter relating to the Property that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of government action, intervention or third-party liability, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate the Agreement upon notice to Landlord.

12. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. Landlord grants to Tenant an easement for such access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such access at no additional cost to Tenant. Landlord acknowledges that in the event Tenant cannot access the Premises, Tenant shall incur significant damage. If Landlord fails to provide the access granted by this Paragraph 12, such failure shall be a default under this Lease. In connection with such default, in addition to any other rights or remedies available to Tenant under this Lease or at law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty, \$500.00 per day in consideration of Tenant's damages, including, but not limited to, its lost profits, until Landlord cures such default. Landlord and Tenant agree that Tenant's damages in the event of a denial of access are difficult, if not impossible, to ascertain, and the liquidated damages set forth herein are a reasonable approximation of such damages. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. In the event any public utility is unable to use the access or easement provided to Tenant then the Landlord agrees to grant additional access or an easement either to Tenant or to the public utility, for the benefit of Tenant, at no cost to Tenant.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term. Within one hundred twenty (120) days of the termination of this Agreement, Tenant will remove all of Tenant's above-ground improvements and Tenant will, to the extent reasonable, restore the Premises to its condition at the commencement of the Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation, nor will Tenant be required to

remove from the Premises or the Property any structural steel or any foundations or underground utilities except those which extend above the final ground elevation.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto, in good and tenable condition, subject to reasonable wear and tear and damage from the elements.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from the Landlord. When submetering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Landlord agrees that it will not include a markup on the utility charges. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within thirty days of receipt of the usage data and required forms. Failure by Landlord to perform this function will limit utility fee recovery by Landlord to a 12-month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least 24 hours advanced notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hour per day, seven (7) day per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, the Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will fully cooperate with any utility company requesting an easement over, under and across the Property in order for the utility company to provide service to the Tenant. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) failure to provide access to the Premises or to cure an interference problem within twenty-four (24) hours after receipt of written notice of such default; or (ii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have the right to exercise any and all rights available to it under law and equity, including the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant.

16. ASSIGNMENT/SUBLEASE. Upon 30 days written notice to the Landlord, the Tenant will have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, without Landlord's consent. Landlord will be entitled to fifty percent (50%) of all sublease rent received. Upon notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement.

17. NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant:

New Cingular Wireless PCS, LLC

Attn: Network Real Estate Administration
Re: Cell Site #: 2319; Cell Site Name: Manchester Reservoir North (NH)
Fixed Asset No: 10117743
12555 Cingular Way, Suite 1300
Alpharetta, GA 30004

With a required copy to:

New Cingular Wireless PCS, LLC

Attn: AT&T Legal Department
Re: Cell Site #: 2319; Cell Site Name: Manchester Reservoir North (NH)
Fixed Asset No: 10117743
340 Mt. Kemble Ave.
Morristown, NJ 07960-6656

Or

If to Landlord: Manchester Water Works
Director
281 Lincoln St
Manchester, NH, 03103

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord will send the below documents to Tenant. In the event Tenant does not receive such appropriate documents, Tenant shall not be responsible for any failure to pay the current landlord.

- a. Old deed to Property
- b. New deed to Property
- c. Bill of Sale or Transfer
- d. Copy of current Tax Bill
- e. New W-9
- f. New Payment Direction Form
- g. Full contact information for new Landlord including all phone numbers

18. **CONDEMNATION.** In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses, provided that any award to Tenant will not diminish Landlord's recovery. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

19. **CASUALTY.** Landlord will provide notice to Tenant of any casualty affecting the Property within forty-eight (48) hours of the casualty. If any part of the Communication Facility or Property is damaged by fire or other casualty so as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to the Landlord, which termination will be effective as of the date of such damage or destruction. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. If notice of termination is given, or if Landlord or Tenant undertake to rebuild the Communications Facility, Landlord agrees to use its reasonable efforts to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until such time as Tenant is able to activate a replacement transmission facility at another location or the reconstruction of the Communication Facility is completed.

20. **WAIVER OF LANDLORD'S LIENS.** Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law, and Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. **TAXES.** If applicable, Landlord shall be responsible for payment of all ad valorem taxes levied upon the lands, improvements and other property of Landlord. Tenant shall be responsible for all taxes levied upon Tenant's leasehold improvements (including Tenant's equipment building and tower) on the Premises in accordance with all applicable provision of RSA 72:23. Landlord shall provide Tenant with copies of all assessment notices on or including the Premises immediately upon receipt, but in no event later than thirty (30) days after receipt by Landlord. If Landlord fails to provide such notice within such time frame, Landlord shall be responsible for all increases in taxes for the year covered by the assessment. Tenant shall have the right to contest, in good faith, the validity or the amount of any tax or assessment levied against the Premises by such appellate or other proceedings as may be appropriate in the jurisdiction, and may pay same under protest, or take such other steps as Tenant may legally take. This right shall include the ability to institute any legal, regulatory or informal action in the name of Tenant with respect to the valuation of the Premises. Landlord shall cooperate in the institution and prosecution of any such proceedings and will execute any documents required therefore. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant. Failure of the Tenant to pay the duly assessed personal and real estate taxes due against Tenant's property after proper notice shall be deemed an even of default under this Agreement.

22. **NON INTERFERENCE.**

If Landlord, at any time during the Term of this Agreement, decides to sell, subdivide or rezone any of the Premises, all or any part of the Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such sale, subdivision shall be subject to this Agreement and Tenant's rights hereunder. Landlord agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion, any such testing to be at the expense of Landlord or

Landlord's prospective purchaser, and not Tenant. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment. Landlord shall not be prohibited from the selling, leasing or use of any of the Property for non-wireless communication use. In the event the Property is transferred, the new landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in Rent to the new landlord. The provisions of this Paragraph 22 shall in no way limit or impair the obligations of Landlord under Paragraph 8 above

(b) If at any time after the Effective Date, Landlord receives a bona fide written offer from a third party seeking an assignment of the rental stream associated with this Agreement ("**Purchase Offer**"), Landlord shall immediately furnish Tenant with a copy of the Purchase Offer, together with a representation that the Purchase Offer is valid, genuine and true in all respects. Tenant shall have the right within thirty (30) days after it receives such copy and representation to match the Purchase Offer and agree in writing to match the terms of the Purchase Offer. Such writing shall be in the form of a contract substantially similar to the Purchase Offer. If Tenant chooses not to exercise this right of first refusal or fails to provide written notice to Landlord within the thirty (30) day period, Landlord may assign the rental stream pursuant to the Purchase Offer, subject to the terms of this Agreement (including without limitation the terms of this Subparagraph 22(B), to the person or entity that made the Purchase Offer provided that (i) the assignment is on the same terms contained in the Purchase Offer and (ii) the assignment occurs within ninety (90) days of Tenant's receipt of a copy of the Purchase Offer. If such third party modifies the Purchase Offer or the assignment does not occur within such ninety (90) day period, Landlord shall re-offer to Tenant, pursuant to the procedure set forth in this subparagraph 22(b), the assignment on the terms set forth in the Purchase Offer, as amended. The right of first refusal hereunder shall (i) survive any transfer of all or any part of the Property or assignment of all or any part of the Agreement; (ii) bind and inure to the benefit of, Landlord and Tenant and their respective heirs, successors and assigns; (iii) run with the land; and (iv) terminate upon the expiration or earlier termination of this Agreement.

23. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the Landlord and an authorized agent of the Tenant. No provision may be waived except in a writing signed by both parties.

(b) **Memorandum/Short Form Lease.** Either party will, at any time upon fifteen (15) business days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease. Either party may record this Memorandum or Short Form of Lease at any time, in its absolute discretion.

(c) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(d) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.

(e) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(f) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of the Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; and (vii) to the extent there is any issue with respect to any alleged,

perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement.

(g) **Estoppel.** Either party will, at any time upon twenty (20) business days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrance of the Premises. The requested party's failure to deliver such a statement within such time will be conclusively relied upon by the requesting party that (i) this Agreement is in full force and effect, without modification except as may be properly represented by the requesting party, (ii) there are no uncured defaults in either party's performance, and (iii) no more than one month's Rent has been paid in advance.

(h) **W-9.** Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant.

(i) **No Electronic Signature/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

(j) **Severability.** If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either party on ten (10) business days prior written notice to the other party hereto.

(k) **Counterparts.** This Agreement may be executed in two (2) or more counterparts, all of which shall be considered on and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. It being understood that all parties need not sign the same counterpart.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

WITNESSES:

Print Name: _____

Print Name: _____

"LANDLORD"

City of Manchester, a New Hampshire Municipality
On Behalf of the Manchester Water Works

By: _____

Print Name: _____

Its: Mayor

Date: _____

"TENANT"

New Cingular Wireless PCS, LLC,
By: AT&T Mobility Corporation
Its: Manager

Print Name: _____

Print Name: _____

By: _____

Print Name: _____

Its: _____

Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

7-14

PARTNERSHIP (consisting of corporations) ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

I CERTIFY that on _____, 200____, _____ personally came before me and this/these person(s) acknowledged under oath to my satisfaction, that:

- (a) this/these person(s) signed, sealed and delivered the attached document as _____ [title] of _____ [name of corporation] a corporation of the State of _____, which is a general partner of the partnership named in this document;
- (b) the proper corporate seal of said corporate general partner was affixed; and
- (c) this document was signed and delivered by the corporation as its voluntary act and deed as [a] general partner(s) on behalf of said partnership [by virtue of authority from its Board of Directors].

Notary Public: _____
My Commission Expires: _____

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

I CERTIFY that on _____, 200____, _____ [name of representative] personally came before me and acknowledged under oath that he or she:

- (a) is the _____ [title] of _____ [name of corporation], the corporation named in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the corporation and
- (c) executed the instrument as the act of the corporation.

Notary Public: _____
My Commission Expires: _____

7-16

EXHIBIT 1

DESCRIPTION OF PREMISES

Page ___ of ___

to the Agreement dated _____, 2009, by and between City of Manchester a New Hampshire Municipality, as Landlord, and New Cingular Wireless PCS, a Limited Liability Company, as Tenant.

The Premises are described and/or depicted as follows:

Please provide premises description.

Notes:

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises once received by Tenant.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.

7-17

MEMORANDUM OF LEASE

Prepared by:

SAC NAME

SAC FIRM

FIRM ADDRESS

CITY, STATE ZIP

Return to:

New Cingular Wireless PCS, LLC
12555 Cingular Way, Suite 1300
Alpharetta, Georgia 30004
Attn: Network Real Estate Administration

Re: Cell Site #2319; Cell Site Name: Manchester Reservoir North (NH)
Fixed Asset # 10117743
State: New Hampshire
County: Hillsborough

MEMORANDUM
OF
LEASE

This Memorandum of Lease is entered into on this ____ day of _____, 2008, by and between City of Manchester, a New Hampshire Municipality, having a mailing address of One City Hall Plaza Manchester, NH, 03101 (hereinafter referred to as ("**Landlord**")) and New Cingular Wireless PCS,, a Limited Liability Company having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Option and Lease Agreement ("**Agreement**") on the ____ day of _____, 2009, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The initial lease term will be five (5) years ("**Initial Term**") commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of the Option, with four (4) successive five (5) year options to renew.
3. The portion of the land being leased to Tenant (the "**Premises**") is described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement

7-18

shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

WITNESSES:

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

"LANDLORD"

City Of Manchester, a New Hampshire Municipality
On Behalf of the Manchester Water Works

By: _____

Print Name: _____

Its: Mayor

Date: _____

"TENANT"

New Cingular Wireless PCS, LLC,

By: AT&T Mobility Corporation

Its: Manager

By: _____

Print Name: _____

Its: _____

Date: _____

7-19

TENANT ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____, 200__, before me personally appeared _____,
and acknowledged under oath that he is the _____ of
_____, the _____ named in the attached instrument,
and as such was authorized to execute this instrument on behalf of the _____.

Notary Public: _____

My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

BE IT REMEMBERED, that on this ____ day of _____, 200__ before me, the subscriber, a
person authorized to take oaths in the State of _____, personally appeared
_____ who, being duly sworn on his/her/their oath, deposed and made proof to my
satisfaction that he/she/they is/are the person(s) named in the within instrument; and I, having first made known
to him/her/them the contents thereof, he/she/they did acknowledge that he/she/they signed, sealed and delivered
the same as his/her/their voluntary act and deed for the purposes therein contained.

Notary Public: _____

My Commission Expires: _____

7-20

PARTNERSHIP (consisting of corporations) ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

I CERTIFY that on _____, 200__, _____ personally came before me and this/these person(s) acknowledged under oath to my satisfaction, that:

- (a) this/these person(s) signed, sealed and delivered the attached document as _____ [title] of _____ [name of corporation] a corporation of the State of _____, which is a general partner of the partnership named in this document;
- (b) the proper corporate seal of said corporate general partner was affixed; and
- (c) this document was signed and delivered by the corporation as its voluntary act and deed as [a] general partner(s) on behalf of said partnership [by virtue of authority from its Board of Directors].

Notary Public: _____
My Commission Expires: _____

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

I CERTIFY that on _____, 200__, _____ [name of representative] personally came before me and acknowledged under oath that he or she:

- (a) is the _____ [title] of _____ [name of corporation], the corporation named in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the corporation and
- (c) executed the instrument as the act of the corporation.

Notary Public: _____
My Commission Expires: _____

7-21

EXHIBIT 1

DESCRIPTION OF PREMISES

Page ___ of ___

to the Memorandum of Lease dated _____, 200__, by and between City of Manchester a New Hampshire Municipality, as Landlord, and New Cingular Wjireless PCS, a Limited Liability Company, as Tenant.

The Premises are described and/or depicted as follows:

A-22

W-9 FORM

[FOLLOWS ON NEXT PAGE]

7-23

Prepared by and Return to:

KJK Wireless LLC
Attn: Jaclyn Swenson
127 Ridge Rd
Nashua, NH 03062

Cell Site #2319; Cell Site Name: Manchester Reservoir North (NH)
Fixed Asset # 10117743
State: New Hampshire
County: Hillsborough

725

8-10-07

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

THIS AGREEMENT ("Agreement"), dated _____ as of the date below, between _____ having its principal office at _____, (hereinafter called "Mortgagee") and _____, a _____ having its principal office/residing at _____ (hereinafter called "Landlord"), and _____, a _____, having a mailing address of 6100 Atlantic Boulevard, Norcross, GA 30071 (hereinafter called "Tenant").

WITNESSETH:

WHEREAS, Tenant has entered into a certain lease dated _____, 20____, (the "Lease") with Landlord, covering property more fully described in **Exhibit I** attached hereto and made a part hereof (the "Premises"); and

WHEREAS, Landlord has given to Mortgagee a mortgage (the "Mortgage") upon property having a street address of _____, being identified as Lot _____ in Block _____ in the _____ of _____, _____ County, State of _____ ("Property"), a part of which Property contains the Premises; and

WHEREAS, the Mortgage on the property is in the original principal sum of _____ (\$_____) Dollars, which Mortgage has been recorded in the appropriate public office in and for _____ County, _____ ("Mortgage"); and

WHEREAS, Tenant desires to be assured of continued occupancy of the Premises under the terms of the Lease and subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. So long as this Agreement will remain in full force and effect, the Lease is and will be subject and subordinate to the lien and effect of the Mortgage insofar as it affects the real property and fixtures of which the Premises forms a part (but not Tenant's trade fixtures and other personal property), and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of the principal sum secured thereby and interest thereon, with the same force and effect as if the Mortgage had been executed, delivered, and duly recorded among the above-mentioned public records, prior to the execution and delivery of the Lease.

2. In the event Mortgagee takes possession of the Premises as mortgagee-in-possession, including but not limited to, by deed in lieu of foreclosure or foreclosure of the Mortgage, Mortgagee agrees not to affect or disturb Tenant's right to possession of the Premises and any of Tenant's other rights under the Lease in the exercise of Mortgagee's rights so long as Tenant is not then in default, after applicable notice and/or grace periods, under any of the terms, covenants, or conditions of the Lease.

3. In the event that Mortgagee succeeds to the interest of Landlord or other landlord under the Lease and/or to title to the Premises, Mortgagee and Tenant hereby agree to be bound to one another under all of

7-26

the terms, covenants and conditions of the Lease; accordingly, from and after such event, Mortgagee and Tenant will have the same remedies against one another for the breach of an agreement contained in the Lease as Tenant and Landlord had before Mortgagee succeeded to the interest of Landlord; provided, however, that Mortgagee will not be:

- (a) personally liable for any act or omission of any prior landlord (including Landlord); or
- (b) bound by any rent or additional rent which Tenant might have paid for more than the payment period as set forth under the Lease (one month, year etc.) in advance to any prior landlord (including Landlord).

4. In the event that Mortgagee or anyone else acquires title to or the right to possession of the Premises upon the foreclosure of the Mortgage, or upon the sale of the Premises by Mortgagee or its successors or assigns after foreclosure or acquisition of title in lieu thereof or otherwise, Tenant agrees not to seek to terminate the Lease by reason thereof, but will remain bound unto the new owner so long as the new owner is bound to Tenant (subject to paragraph 3 above) under all of the terms, covenants and conditions of the Lease.

5. Mortgagee understands, acknowledges and agrees that notwithstanding anything to the contrary contained in the Mortgage and/or any related financing documents, including, without limitation, any UCC-1 financing statements, Mortgagee will acquire no interest in any furniture, equipment, trade fixtures and/or other property installed by Tenant on the Property. Mortgagee hereby expressly waives any interest which Mortgagee may have or acquire with respect to such furniture, equipment, trade fixtures and/or other property of Tenant now, or hereafter, located on or affixed to the Property or any portion thereof and Mortgagee hereby agrees that same do not constitute realty regardless of the manner in which same are attached or affixed to the Property.

6. This Agreement will be binding upon and will extend to and benefit the successors and assigns of the parties hereto and to any assignees or subtenants of Tenant which are permitted under the Lease. The term "Mortgagee", when used in this Agreement will be deemed to include any person or entity which acquires title to or the right to possession of the Premises by, through or under Mortgagee and/or the Mortgage, whether directly or indirectly.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed this _____ day
of _____, 20____.

LANDLORD:

a _____

By: _____
Name: _____
Title: _____

TENANT:

a _____

By: _____
Name: _____
Title: _____

MORTGAGEE:

a _____

By: _____
Name: _____
Title: _____

7-28

LANDLORD (INDIVIDUAL)

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 200__, by _____, () who is personally known to me OR () who has produced _____ as identification.

Notary Public
My Commission Expires: _____

LANDLORD (PARTNERSHIP)

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 200__, by _____, partner on behalf of _____ a _____ partnership, () who is personally known to me OR () who has produced _____ as identification.

Notary Public
My Commission Expires: _____

LANDLORD (CORPORATION)

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 200__, by _____ [name of representative], the _____ [title] of the corporation, () who is personally known OR () who has produced _____ as identification.

Notary Public
My Commission Expires: _____

7-29

TENANT

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 200__, by _____, the _____ of _____, a _____ corporation, _____, on behalf of the corporation, () who is personally known to me OR () who has produced _____ as identification.

Notary Public
My Commission Expires: _____

MORTGAGEE (CORPORATION)

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, by _____ [name of representative] the _____ [title] of _____ [name of banking institution], a _____ corporation on behalf of the corporation () who is personally known OR () who produced _____ as identification.

Notary Public
My Commission Expires: _____

7-30

EXHIBIT 1

DESCRIPTION OF PREMISES

7-31

W-9 FORM

[FOLLOWS ON NEXT PAGE]

7-32

Form fields for Name, Address, and Taxpayer Identification Number.

Check one box to certify the information on this form is correct. If you are an individual, you are certifying that you are not a partner in a partnership, a sole proprietor, or an officer, director, or partner in a corporation, or a trust or estate.

Check one box to certify the information on this form is correct. If you are an individual, you are certifying that you are not a partner in a partnership, a sole proprietor, or an officer, director, or partner in a corporation, or a trust or estate.

Check one box to certify the information on this form is correct. If you are an individual, you are certifying that you are not a partner in a partnership, a sole proprietor, or an officer, director, or partner in a corporation, or a trust or estate.

7-33

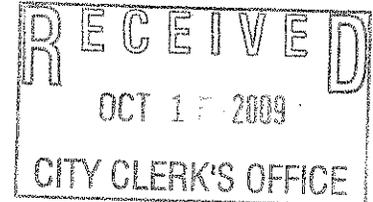
Thomas R. Clark
City Solicitor

Thomas I. Arnold, III
Deputy City Solicitor



Peter R. Chiesa
Gregory T. Muller
John G. Blanchard
Jeremy A. Harmon

CITY OF MANCHESTER
Office of the City Solicitor



October 14, 2009

Matthew Normand, Clerk
One City Hall Plaza
Manchester, New Hampshire 03101

Re: Proposed Right of First Refusal/MTA site

Dear Matt:

At the request of Jay Minkara and Ken Viscarello I have attached a proposed Right of First Refusal between the City and River's Edge Manchester, LLC for consideration by the Committee on Lands and Buildings. This Right of First refusal is for the site where the Manchester Transit Authority is currently located.

Very truly yours,

Thomas I. Arnold, III
Deputy City Solicitor

8-1

RIGHT OF FIRST REFUSAL

THIS RIGHT OF FIRST REFUSAL (the "Agreement") is made as of the _____ of _____, 2009, by and between River's Edge Manchester, LLC, a New Hampshire limited liability company, with a mailing address of 33 South Commercial Street, Manchester, New Hampshire 03101, its successors and assigns (hereinafter "River's Edge") and The City of Manchester, a body corporate and politic with an address of One City Hall Plaza, New Hampshire 03101 (hereinafter "Owner").

WHEREAS, Owner currently owns a certain parcel or tract of land, located at Gas Street and Elm Street, commonly known as Tax Map 836, Lot 6EX, as described in that certain deed recorded in the Hillsborough County Registry of Deeds at Book 2379, Page 331, containing approximately _____ acres (together with the improvements, buildings and fixtures thereon (if any) and other appurtenant rights thereto are collectively hereinafter referred to as the "Premises");

WHEREAS, Owner wishes to grant to River's Edge and River's Edge wishes to take from Owner a right of first refusal to acquire the Premises on the terms and conditions hereof.

NOW, THEREFORE, for good and valuable consideration received, Owner hereby grants to River's Edge a right of first refusal to purchase the Premises (the "Right of First Refusal"), in whole or part, from Owner on the terms and conditions hereof:

1. Right of First Refusal.

1.1 The Owner for good and valuable consideration in the amount of One Thousand Dollars (\$1,000.00), the receipt of which is hereby acknowledged, grants to River's Edge a Right of First Refusal on the terms and conditions set forth herein. The Right of First Refusal shall last for a period of twenty (20) years from the date hereof.

1.2 If at any time Owner receives an offer (an "Offer"), from a potential purchaser (the "Proposed Purchaser"), to purchase all or a portion of the Premises, whether through Owner's procurement process, competitive bid process, negotiated sale or otherwise, then before accepting the Offer, Owner shall give River's Edge a copy of the Offer (or provide,

in writing, the terms of the Offer to River's Edge) together with an offer to sell the Premises (or such portion of the Premises covered by the Offer) to River's Edge upon terms and conditions not less favorable than the Offer, including the purchase price and such other terms and conditions specified in the Offer (collectively the "Owner's Offer") The Owner shall not be obligated to offer any special financing arrangements to River's Edge which relate to project specific financing of a certain type or nature (i.e. the use of HOME Funds for affordable housing projects), provided, however in the event that a prospective purchaser offers standard, typical terms whereby the Owner will provide non-project specific financing by taking back a note and mortgage on the Premises, with payment over a number of years, then the Owner will offer said financing to River's Edge. By way of example and illustration only, if the Owner wants to accept a third party offer, and the prospective purchaser: (i) offers to purchase the Premises, but the purchase is conditioned upon the prospective purchaser receiving HOME funds from the Owner to build an affordable housing project or financing under a similar program, the Owner will not have to offer similar financing to River's Edge; or (ii) offers to pay the Owner \$1,000,000 over 10 years, with the Owner taking back a note at 6% and mortgage on the Premises, then the Owner will offer the same financing to River's Edge.

1.3 Within thirty (30) days after receipt of the Owner's Offer (the "Acceptance Period"), River's Edge may accept by written notice to Owner, the Owner's Offer on the terms and conditions set forth in the Owner's Offer (with the exception of the date of closing which shall be extended by the Acceptance Period). River's Edge shall not be entitled to add additional terms and conditions to the Offer; provided, however, that to the extent the Offer does not contain terms and conditions pertaining to: (i) the status and condition of the Premises; (ii) undertaking a title search of the Premises; and (iii) undertaking environmental testing on the Premises, and River's Edge desires to conduct and obtain any searches, reports, tests, studies and the like with respect to such matters, River's Edge shall have a forty five (45) day period following the date of acceptance by written notice of Owner's Offer to perform said test and inspections (and the closing date shall be suitably extended). In the event that the result of said tests, inspections and reports are not acceptable to River's Edge, River's Edge may decline to proceed with the closing on the Premises, in which case Owner may sell the Premises to the Proposed Purchaser.

1.4 In the event that River's Edge does not exercise its right to purchase the Premises pursuant to Section 1.3 hereof, then Owner shall have the right, to sell the Premises to the Proposed Purchaser strictly on the terms and conditions and at the price specified in the Offer. If no time period for closing is specified in the Offer the Owner shall have one hundred and eighty (180) days commencing on the last day of the Acceptance Period to sell the Premises to the Proposed Purchaser. If for any reason the Premises are not sold to the Proposed Purchaser at the proposed price and strictly on the terms and conditions set forth in the Offer, the right to sell the Premises to the Proposed Purchaser shall expire and the provisions hereof shall continue to be applicable to the Premises (or portion thereof) and any successive efforts by the Owner to sell all or a portion of the Premises.

1.5 The failure by River's Edge to exercise its Right of First Refusal with respect to a portion of the Premises (if the Offer pertains to only a portion of the Premises) shall not terminate or waive its Right of First Refusal as to the remainder of the Premises.

1.6 If the Owner complies with the provisions hereof, and the Premises, or a portion thereof, are sold to the Proposed Purchaser, in accordance with the terms of the Offer, then the Premises, or the portion thereof, shall be free of the Right of First Refusal; provided, however, if Owner sells only a portion of the Premises, pursuant to the Offer, this Agreement shall remain in full force and effect with respect to the remainder of the Premises.

2. Documents and Conveyancing Standards. In the event that the Offer is silent or does not contain provisions relating to conveyancing standards and/or the documents to be delivered at closing the following shall apply:

2.1 At closing Owner shall deliver a deed on the same terms and conditions as specified in the Offer in proper form for recording in Hillsborough County, State of New Hampshire (the "Deed"). Possession of the Premises shall be delivered on the same terms and conditions as provided for in the Offer.

2.2 Owner shall execute and/or deliver the following documents: (i) affidavits and indemnities addressed to River's Edge, its lender (if any) and River's Edge's title insurance company with respect to parties in possession and mechanic's liens; and (ii) real estate transfer documents, transfer tax declarations, certificates, votes and other documents, affidavits, settlement statements and forms customarily delivered when transferring property in New Hampshire or as reasonably requested by River's Edge.

2.3 River's Edge shall execute and or deliver such real estate transfer documents, transfer tax declarations, certificates, votes and other documents, affidavits, settlement statements and forms customarily delivered when transferring property in New Hampshire or as reasonably requested by Owner.

3. Notices. All notices required by this Agreement shall be deemed given when sent and shall be either mailed by United States mail, postage prepaid, certified, return receipt requested or by Federal Express or other over night carrier or sent via facsimile with a copy sent via regular mail, and shall be mailed to the parties at the following addresses:

If to the Owner:

City of Manchester
One City Hall Plaza
Manchester, New Hampshire 03101
Attn: Mayor of the City of Manchester

With a copy to:

City Solicitor
City Solicitor's Office
One City Hall Plaza
Manchester, New Hampshire 03101

If to River's Edge:

River's Edge Manchester, LLC
33 South Commercial Street
Manchester, New Hampshire 03101
Attn: Dick Anagnost

With a copy to:

Kenneth A. Viscarello, Esquire
Sheehan Phinney Bass & Green, PA
1000 Elm Street
Manchester, New Hampshire 03101
Facsimile No. (603) 627-8121

4. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but which together shall constitute one instrument.

5. Amendments. This Agreement may not be amended, changed, supplemented, waived or otherwise modified except by an instrument in writing signed by the party against which enforcement is sought.

6. Assignment. This agreement shall not be assignable without the prior written consent of the Owner provided, however, River's Edge may, upon written notice to the Owner, assign this Agreement to an entity in which it or Dick Anagnost or an entity controlled by Dick Anagnost holds a majority interest or acts as general partner or acts as the managing member. Notwithstanding the above, nothing contained herein shall be intended to prohibit River's Edge from granting ownership interests to investors in River's Edge, provided River's Edge or Dick Anagnost or an entity controlled by Dick Anagnost holds a majority interest or acts as general partner or acts as the managing member of said entity.

7. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

8. Severability. If any term of this Agreement or the application thereof to any party or any circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Agreement and the application of such term to the other parties or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by applicable law, so long as the economic and legal substance of this Agreement is not affected in any manner adverse to any party.

[PAGE END HERE, SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have set their hands to the written instrument as of the date first above written.

RIVER'S EDGE:

RIVER'S EDGE MANCHESTER, LLC

By: _____
Dick Anagnost, Manager

Witness

OWNER:

THE CITY OF MANCHESTER

Witness

Name:
Title:

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

This instrument was acknowledgement before me on this _____ day of _____, 2009 by Dick Anagnost, as Manager of River's Edge Manchester, LLC.

Notary Public/Justice of the Peace
My commission expires:

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

This instrument was acknowledgement before me on this _____ day of _____, 2009
by _____ as _____ of the City of
Manchester.

Notary Public/Justice of the Peace
My commission expires:

g:\kviscarello\anagnost companies\rivers edge mta\rofr cl 101209.doc



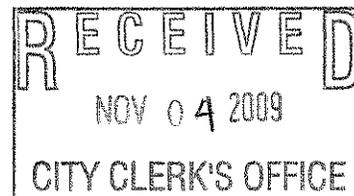
CITY OF MANCHESTER

Economic Development Office



February 23, 2009

George W. Smith, Chairman
Committee on Lands & Buildings
Board of Mayor and Aldermen
One City Hall Plaza
Manchester, New Hampshire 03101



Re: Pearl Street Lot

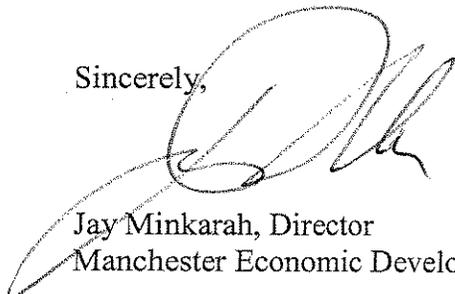
Dear Chairman Smith and Members of the Committee:

We have received a letter expressing interest in the acquisition of the Pearl Street Lot from parties seeking to develop the property for medical office use (see attached). As you are aware, interest in development of the lot has surfaced on a few occasions in recent years. Should the City wish to sell the lot for redevelopment purposes, it is our understanding that the property would first have to be declared surplus and, absent special circumstances, an RFP would first have to be issued or some other competitive public process undertaken.

The Pearl Street lot consists of 2.82 acres and contains 330 parking spaces managed by the City's Parking Division. Approximately 390 permits have been issued for the lot to 30 area businesses, individuals and organizations which generate \$235,000 in net revenues annually. In addition to the letter of interest referenced above, a map of the lot, a memorandum from Parking Manager Brandy Stanley, a list of current parking permit holders and a memorandum from Chief Assessor, David Cornell are attached

Please let me know if you have any questions or require additional information regarding this matter.

Sincerely,


Jay Minkarah, Director
Manchester Economic Development Director

cc: Frank C. Guinta, Mayor

Coldstream Real Estate Advisors, Inc.
170 South River Road
Bedford, NH 03110

603.623.0100 main
603.645.6576 fax
www.coldstreamre.com
Independently Owned and Operated

October 6, 2009

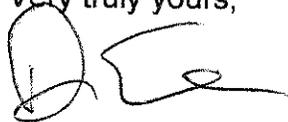
Jay Minkarah, Esq., Director
Manchester Economic Development Office
One City Hall Plaza
Manchester, NH 03101

Dear Jay:

We are writing to you about the Pearl Street Parking Lot. As we have mentioned to you, we represent a medical practice interested in acquiring the lot for the purpose of constructing a 30,000-40,000sf Class A medical office building, with suitable parking. We understand that the City may have an interest in disposing of the lot if it can be redeveloped in such a fashion that needed parking spaces will not be lost, and the lot can be returned to the tax rolls. We believe that we can accomplish both of those objectives with our proposal, and would like to explore this further with you and other City officials, understanding that there may need to be a public RFP process.

We look forward to hearing from you.

Very truly yours,

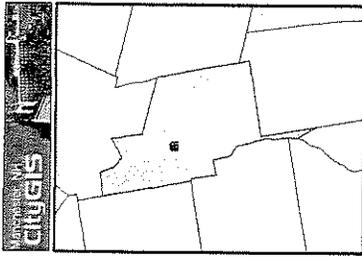


Dan Scanlon, JD, CCIM

♫



Robert R. Rohrer, Principal



Area Map Showing Extent Of Map At Left



ADDRESS

- Thruway
- Intersecting Thruway
- Aerial Photo - 2005
- Road
- Road - Road 1
- Road - Road 2
- Road - Road 3
- River - Road 4
- River - Road 5

DISCLAIMER

The information appearing on this map is for the convenience of the user and is not an official public record of the City of Manchester, New Hampshire. This map is not survey-quality. All boundaries, lot lines, etc., are shown for informational purposes only. The City makes no warranty, expressed or implied, concerning the accuracy, completeness, reliability, or timeliness of the information for any particular use. The City assumes no liability for any use of the information for any purpose other than that for which the information was compiled. The official public records of the City of Manchester, New Hampshire, are kept in the offices of various City, County, and State government agencies and departments, and are available for inspection and copying during normal business hours. By using this map, you agree to these terms and conditions.

City of Manchester, New Hampshire - City/GIS Map Print

Memo

To: Jay Minkarah
From: Brandy Stanley
Date: 11/2/2009
Re: Pearl Street Parking Lot

Per your request, following is an analysis of the current usage and revenues on the Pearl Street Parking Lot, including the likely results of a development on that property from a parking perspective.

- We would lose 330 public parking spaces
- As of today, we have 392 permits issued
- The Parking Division received a phone call on October 28, 2009 from a leasing agent in the area who is working a deal with an office tenant that needs parking for 200 people.
- Annual revenues less expenses for the lot are \$235,000
- Net Present Value to the city of this revenue stream AFTER EXPENSES at a 4.5% discount rate is \$3,827,889
- A development on that lot would need to generate \$235,000 per year in tax revenues in order for the city to break even
- 392 permits would have to be absorbed onto the streets or in Manchester Place if no public parking is available on the new lot.
- Manchester Place has less than 75 spaces available for sale to daytime users. They have signed a lease for 60 of them.

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

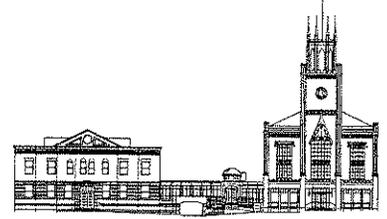
Pearl Street Lot
Current Permit Holders – September 2009

Lamont Hanley	20
Members 1st	36
NEIWH	4
MV Comm. - Mark Mallett	7
Steve's House	7
Retirement Alliance	27
Gerber Dental	6
Airtight LLC - Brady Sullivan	150
Robert, Kristen	1
Durette, Gerry	1
Richardson, Jessica	1
GDS Inc.	16
Walker & Buchholz	3
Laurant, Nanette	1
Manchester Karate	3
Mass. College of Pharm	73
BMG Realty	9
So NH OB/GYN	5
Del-Jen (NH Job Corp)	2
Dynamic Network	4
Barss, Lloyd	1
Smith, Douglas	1
Hussey, Lee Ann	1
Doward, Joan	1
Wilson, Jennifer	1
O'Mara, Rhona	1
Dow, Christi	1
One Communication	1
Wilson, Alex	1
Media Power Youth	2
TOTAL	387



CITY OF MANCHESTER Board of Assessors

One City Hall Plaza, West Wing
Manchester, New Hampshire 03101
Tel: (603) 624-6520 – Fax: (603) 628-6288
Email: assessors@manchester.gov
Web: www.ManchesterNH.Gov



David M. Cornell, Chairman
Michael W. Hurley

Christine Hanagan
Assistant to Assessors

To: Jay Minkarah
From: David M. Cornell
Date: November 2, 2009
Re: Pearl Street Parking Lot

Dear Jay:

Below you will find a summary of our phone conversation regarding the Pearl Street Lot:

- The current tax rate is \$17.35.
- The Parking Division estimates that the property currently generates \$235,000 annually in revenue.
- Based on the current tax rate, the property would need to be assessed at \$13,544,668 to generate \$235,000 in tax revenue.
- Naturally, a significant development would need to occur to reach an assessment of \$13,544,668.

Please feel free to contact me if you have any questions regarding this matter.

Sincerely,

David M. Cornell



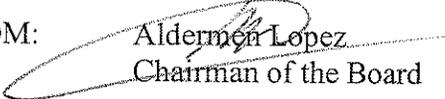
CITY OF MANCHESTER

Board of Aldermen



MEMORANDUM

TO: Board of Mayor and Aldermen

FROM:  Aldermen Lopez
Chairman of the Board

DATE: October 20, 2009

RE: NeighborWorks of Greater Manchester – 159 Douglas Street

In Board of Mayor and
Aldermen

Date: 10/20/09

On motion of Ald. M. Roy

Seconded by Ald. Gatsas

Voted to refer to the

Committee on Lands and
Buildings with

recommendations to come
from the Mayor, City

Solicitor, Highway Director

and Director of Planning

for the next meeting.



City Clerk

As a current member of the Board of Directors for NeighborWorks of Greater Manchester, I am pleased to report on the current progress of our efforts to clean up neighborhoods in Manchester. Our Executive Director, Mr. Robert Tourigny, has been utilizing the Neighborhood Stabilization Program (NSP) funds to assist in our efforts. Through this program, NeighborWorks has been awarded the successful bid for the property located at 159 Douglas Street.

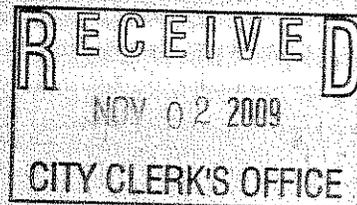
NeighborWorks would now like to convey the property to the City of Manchester for the purpose of expanding the parking lot at the Senior Center. We can use NSP funds to demolish the building and construct a new parking lot. Since NeighborWorks will be closing in a month, I would respectfully request the following be approved:

- A. That we accept the offer from NeighborWorks and have the City Solicitor, Planning, and Highway Departments see that this project gets done in a timely manner;
- B. Recommend that the Executive Director of NeighborWorks be invited to attend the next meeting to present a comprehensive presentation to the Board of Mayor and Aldermen at the November meeting.

Your favorable consideration would be appreciated. Thank you.

October 30, 2009

Alderman George Smith, Chairman
Lands and Buildings Committee
City of Manchester
One City Hall Plaza
Manchester, NH 03101



RE: 159 Douglas Street

Dear Alderman Smith:

NeighborWorks Greater Manchester (NWGM) is in the process of acquiring 159 Douglas Street as the successful bidder at a foreclosure auction two weeks ago. As part of our neighborhood revitalization strategy, we would like to see the building demolished in an effort to clean up and reduce the density of the neighborhood. It is our intent to acquire the property using our allocation of Neighborhood Stabilization Program (NSP) funds. NWGM would like to convey the property to the City of Manchester. It is my understanding that the city would like to own the property for the purposes of expanding the parking lot at the William B. Cashin Senior Activity Center. I have spoken to staff at the New Hampshire Community Development Finance Authority who administers the NSP program and they will allow us to use our NSP funds to acquire the building and will also allow the city to use its NSP funding to demolish the building and construct a parking lot.

Here is some basic information pertinent to the property:

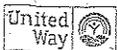
Location: 159 Douglas Street
Appraised value: \$223,000 (as of Oct. 1, 2009)
NWGM's Purchase Price at auction: \$205,000 (92% of appraised value)
City Assessment: \$306,200
2008 Taxes: \$5,392.98
2008 Waste Water: \$1,693.80
Closing date: November 13, 2009
Building type: 6-family residential – three story walk up
Lot size: .08 Acres
Parking: None (all on street)

To date, all of NWGM's acquisitions have been around the intersection of Granite and West streets, just a block to the south of this building. We felt that site control of this particular property, which has been an ongoing nuisance to

NeighborWorks®
Greater Manchester
20 Merrimack Street
Manchester, NH 03101
T: 603.626.4663
F: 603.623.8011
www.nwgm.org

BOARD OF TRUSTEES

R. Scott Bacon
Barry Brensinger
Dean Christon
Robert Dastin
Sylvio Dupuis
David Goodwin
Fred B. Kfoury, Jr.
Claira Monier

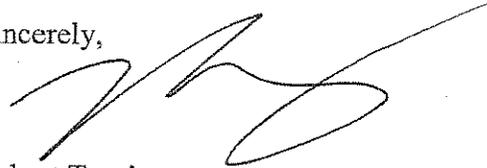


10-2

the neighborhood, needed to be under either ours or the city's to prevent it from being a detriment to the neighborhood. Both the Manchester Police Department and the staff at the senior center can attest to the problems associated with this property.

If it pleases the committee, I will attend a future meeting to share our accomplishments thus far in our neighborhood revitalization effort and answer any questions pertaining to the Douglas Street property.

Sincerely,



Robert Tourigny
Executive Director

Cc: Mayor Frank Guinta
Ald. Russ Ouellette (Ward 11)
Ald. Mike Lopez (At-Large)

9/1/09 tabled



Dick Dunfey
Secretary/Treasurer

M A N C H E S T E R
HOUSING AND REDEVELOPMENT CORPORATION

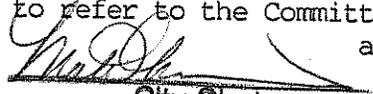
William B. Cashin
President
Marion G. Russell
Vice-President
George N. Copadis
Trustee
Fern G. Gelinas
Trustee
M. Mary Mongan
Trustee

July 28, 2009

Jay Minkarah
Director, Economic Development Office
City of Manchester
One City Hall Plaza
Manchester, NH 03101

In board of Mayor and Aldermen
Date: 8/18/09 On Motion of Ald. O'Neil
Second by Ald. Pinard

RE: Northwest Business Park and
French Hall

Voted to refer to the Committee on Lands
and Buildings

City Clerk

Dear Jay:

The following is a summary of issues, estimated costs and the status of the above referenced projects:

Regarding Northwest Business Park, as of June 30, 2009 there is \$35,601.79 remaining in the original budget of \$785,000.00. \$25,770.00 is payable to OEST Associates once their remaining design work is complete, leaving a balance of \$9,831.79 to cover MHRC ongoing administrative costs, which we anticipate will carry us to September 2009.

Outstanding project issues, cost estimates and status is as follows:

<u>DESCRIPTION</u>	<u>ESTIMATED COST</u>	<u>STATUS</u>
1. Infrastructure Improvements (Includes construction of new entrance on PSNH and Dalsar property. Price will change if new entrance is removed or existing is reconstructed.)	\$2,931,968.00	Plans and specifications delivered to Highway Department for final review and approval.
2. National Grid natural gas supply and distribution construction cost including Upgrades at Front Street.	\$1,156,316.00	National Grid is willing to discuss spreading payments over time. Requires funding approval.
3. PSNH electric distribution design fee (Required up front for design)	\$6,240.00	Requires funding approval.
4. PSNH electric distribution construction cost	\$744,676.00	PSNH says work and associated costs can be phased. Requires funding approval.
5. Manchester Water Works Inspection Fee during installation of water supply and distribution system.	\$56,750.00	City may want to ask Water Works for consideration.



<u>DESCRIPTION</u>	<u>ESTIMATED COST</u>	<u>STATUS</u>
6. Permitting: US Army Corps of Engineers Project #NAE-2007-00273, Wetlands Permit #2006-03144, Alteration of Terrain WPS-8231,		Must notify when construction is complete. Expires 6/28/2012 (See notification in approval letter) Must notify when construction starts. Expires 8/21/2013 (See notification form in permit.) Must notify when construction starts. Expires 9/29/2010. (See notification form in permit. Permit can be extended when requested within 90 days of expiration.)
7. DES required Stormwater Management Plan monitoring during construction.	\$15,000.00	Requires RFP and selection of an Environmental Engineering firm.

OEST remaining work includes:

<u>DESCRIPTION</u>	<u>ESTIMATED COST</u>	<u>STATUS</u>
1. Setting of monuments and bounds.	\$35,000.00	To be resolved with OEST Associates.
2. Lot plans and legal descriptions including conservation easements and deed restrictions.		Included in contract balance.
3. Final approval of plans and specifications from Highway Department.		Included in contract balance.
4. OEST must revise sheet (plan) on bid alternate. OEST must revise sheet C-103 and C-103A to indicate existing asphalt on Lot 9 must be removed and the sensitive development area restored per conditions of the wetlands permit.		Included in contract balance.
5. OEST Construction Administration (including approval of submittals, shop drawings, requisitions and construction monitoring).	\$32,000.00	These OEST services to be initiated and payable if and when construction is undertaken. Requires funding approval.
6. Should the City wish to have Manchester Housing and Redevelopment Corporation continue to provide oversight of the project, including administration of the Marketing Contract, evaluation and approval of offers to purchase, preparation and execution of Land Disposition Agreements, legal fees, infrastructure construction, construction contract administration and related services, then additional funding must be approved.	\$75,000.00 per year	Requires funding approval beginning October 1, 2009.

Regarding French Hall, sufficient funds exist to complete the following tasks once it is decided how we wish to handle location of the entry road. We need to revisit the entry road issue and decide how we want to proceed.

	<u>DESCRIPTION</u>	<u>ESTIMATED COST</u>	<u>STATUS</u>
1.	PSNH fee for French Hall and cell tower electric feed relocation	\$50,000.00	Current services require relocation. Can be charged to French Hall budget.
2.	Dalsar & PSNH easement appraisals	\$4,000.00	Can be charged to French Hall budget.
3.	Dalsar easement purchase	\$50,000.00	Can be charged to French Hall Budget. (Will not be necessary if the existing entry road is retained.)
4.	PSNH easement purchase	\$30,000.00	Can be charged to French Hall Budget. (Will not be necessary if the existing entry road is retained.)
5.	OEST to prepare plans and legal descriptions of easements to accommodate entry road.	\$5,000.00	Waiting for discussion on roadway.
6.	The current plans show the entry road to be constructed across the PSNH property with encroachment on the Dalsar property. If it is decided to alter the location of the entry roadway additional design will be required, the construction plans must be modified accordingly and new and existing easements will need to be modified and created.	\$7,500.00	Waiting for discussion on roadway.

If you have any questions or need additional information please do not hesitate to contact us.

Sincerely,



Kenneth R. Edwards
Assistant Executive Director, MHRA

FOR SALE :: MANCHESTER, NEW HAMPSHIRE

NW NORTHWEST BUSINESS PARK AT HACKETT HILL

LOT PRICES

1	22.90	82,000	\$1,066,000	\$101,450	\$1,167,450
2	8.93	50,000	650,000	61,860	711,680
3	8.04	20,000	260,000	24,744	284,744
4	6.33	24,000	312,000	29,693	341,693
5	10.79	50,000	650,000	61,860	711,860
6	12.75	60,000	780,000	74,232	854,232
7	6.34	30,000	390,000	37,116	427,116
8	7.40	28,000	364,000	34,642	398,642
9	4.29	30,000	390,000	37,116	427,116
1-9	87.77		4,862,000	462,713	5,324,533
10	26.28	150,000	1,950,000	185,580	2,135,580
11	2.83	20,000	260,000	24,744	284,744
12	7.21	20,000	260,000	24,744	284,744

LOCATION

Northwest Business Park is located just off Exit 7 of Interstate 293 and is in close proximity to Interstates 93, Route 101 and the F.E. Everett Tunnel/Route 3. The site is less than 10 minutes from the Manchester-Boston Regional Airport. Hotels, conference centers, shopping and dining are all within close driving distance.

DRIVE TIMES

	4	8	10	17	23	28	47	55	59	73	78
Downtown Manchester											
Manchester Airport											
Nashua											
Rutlingen, MA											
Boston, MA											
Marlboro, MA											

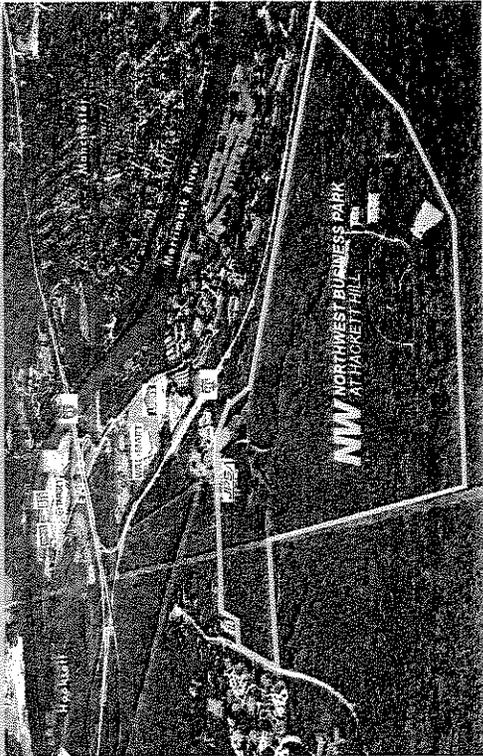


Map by Richard Ellis, Inc. The information shown on this map is for informational purposes only and does not constitute an offer of real estate. For more information, please contact the listing agent.

CBRE
CB RICHARD ELLIS

FOR SALE :: MANCHESTER, NEW HAMPSHIRE

NW NORTHWEST BUSINESS PARK AT HACKETT HILL



MANCHESTER'S NEWEST BUSINESS PARK
TWELVE LOTS RANGING IN SIZE FROM 2.83 TO 26.28 ACRES
RESEARCH PARK ZONING
CAMPUS SETTING

FOR SALE :: MANCHESTER, NEW HAMPSHIRE

CB Richard Ellis is pleased to present the sale of land at Manchester's newest business park, Northwest Business Park at Hackett Hill.

12 lots are available for purchase, ranging in size from 2.83 to 26.28 acres. Three lots feature frontage on Hackett Hill Road. Current approvals are in place for buildings ranging in size from 20,000 to 150,000 SF. The park features research park zoning and a campus-style setting. Lots one through nine may be available for purchase as a parcel of 87.77 acres. Northwest Business Park is only minutes from Exit 10 of Interstate 93.

Call Roger Dieker at 603.540.8315 for more information about joining JPSA Investor, the park's first tenant, at Northwest Business Park at Hackett Hill.

FOR MORE INFORMATION PLEASE CONTACT:

Roger Dieker

Mike Tomposi

CB Richard Ellis

*Meo Handley
Leah + Building
May 1, 2009*

CBRE
CB RICHARD ELLIS



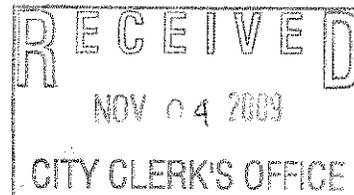
Dick Dunfey
Secretary/Treasurer

M A N C H E S T E R
HOUSING AND REDEVELOPMENT CORPORATION

William B. Cashin
President
Marion G. Russell
Vice-President
George N. Copadis
Trustee
Fern G. Gelinas
Trustee
M. Mary Mongan
Trustee

November 3, 2009

Jay Minkarah
Director, Economic Development Office
City of Manchester
One City Hall Plaza
Manchester, NH 03101



RE: Northwest Business Park

Dear Jay:

In our correspondence, to you, of July 28, 2009 we anticipated that approved funding required for continuation of administration and associated costs, of the Northwest Business Park would carry us through September 2009. As of the end of September there was \$561.00 remaining and to avoid a lapse in coverage, the annual liability insurance premium, in the amount of \$1,531.00, was paid on October 22, 2009. As directed by the City, we have not undertaken any new initiatives or incurred any new expenses, however, there are ongoing expenses associated with the project.

We estimate MHRA annual costs to be approximately \$75,000 if the City elects to have us proceed with infrastructure construction as originally anticipated in our contract, or approximately \$40,000 per year without construction supervision. In either case, as long as the property is owned by MHRA there will be costs associated with administration, permitting, inquiries, proposal evaluation, disposition contracts, legal and insurance. With City approval, there remains sufficient proceeds from the sale of French Hall to cover these costs.

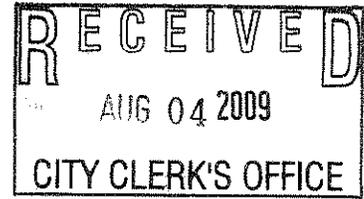
Please let us know how the City would like to proceed. Thank you.

Sincerely,

Kenneth R. Edwards
Assistant Executive Director, MHRA



11-6



June 30, 2009

Honorable Mayor Guinta,

I would like to express my interest in a small plot of land; the lot number is 611-4A Island Pond Road. My interest in acquiring this small piece of land would increase the piece I currently own to 1 acre and give me more road frontage. I need to know how I go about obtaining this plot of land and your assistance in the matter would be greatly appreciated.

Respectfully Yours,

A handwritten signature in cursive script, appearing to read "Steve Barriere".

Steve Barriere

Cc: Felix Catudal



*Matthew Normand
City Clerk*

CITY OF MANCHESTER
Office of the City Clerk

MEMORANDUM

To: Board of Assessors

From: Heather Freeman *HR*
Vital & Legislative Records Supervisor

Date: August 5, 2009

Re: Island Pond Road plot number 611-4A

The letter attached was received by the City Clerk's Office on August 4, 2009 and is being forwarded on behalf of the Committee on Lands and Buildings for an appraisal.

Enclosure



*Matthew Normand
City Clerk*

CITY OF MANCHESTER
Office of the City Clerk

MEMORANDUM

To: Leon LaFreniere
Director of Planning & Community Development

From: Heather Freeman ~~AK~~
Vital & Legislative Records Supervisor

Date: August 5, 2009

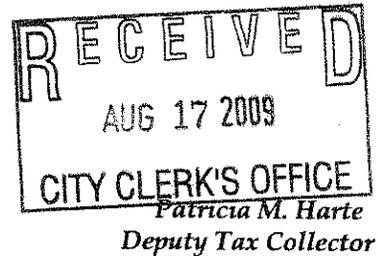
Re: Island Pond Road plot number 611-4A

The letter attached was received by the City Clerk's Office on August 4, 2009 and is being forwarded on behalf of the Committee on Lands and Buildings for study and recommendation.

Enclosure

pc: Joan Porter, Tax Collector

Joan A. Porter
Tax Collector



Jacqueline G. Lutkevich
Second Deputy Tax Collector

CITY OF MANCHESTER TAX COLLECTOR

Memorandum

DATE: August 12, 2009
TO: Land & Building Committee
FROM: Joan A. Porter, Tax Collector
RE: **Map 0611 Lot 0004-A**

As requested, the following contains information regarding the Tax-Deeded property located at: **L Island Pond Rd**

Prior Owners: Thomas C. McCarthy, Trustee
Map/Lot: 0611/0004-A
Lien Date: 05/10/1991
Deed Date: 06/21/1993
Recorded Date: 06/22/1993
Book/Page: Book 5445 Page 0444
Back Taxes \$926.52 (not including interest and costs)

I do not have any objections to the disposition of this property.

The Notice to Former Owner to Repurchase (RSA 80:89) does not apply in this case as it was tax deeded prior to the effective date of the Statue (see attached).

KNOW ALL MEN BY THESE PRESENTS:

Unofficial Document

That I, Felix A. Catudal, Collector of Taxes for the City of Manchester, in the County of Hillsborough and State of New Hampshire, for the year 1993, by the authority in me vested by the laws of the State, and in consideration of one hundred three dollars and 46/100

to me paid by the City of Manchester, do hereby sell and convey to the City of Manchester, a certain tract or parcel of land situated in Manchester aforesaid, and described by the Assessors as follows:

Unofficial Document

L Island Pond Rd
Map# 611 Lot# 4-A

Unofficial Document

Formerly taxed under the name of McCarthy Trustee Thomas C

This deed is the result of the tax lien execution held at the Tax Collector's Office in the City of Manchester, New Hampshire, on the tenth day of May, 1991.

To have and to hold the said Premises, with the appurtenances, to the said City of Manchester, forever. And I do hereby covenant with said City of Manchester, that in making this conveyance, I have in all things complied with the law, and that I have a good right, so far as the right may depend upon the regularity of my own proceedings, to sell and convey the same in manner aforesaid.

In Witness Whereof, I have hereunto set my hand and seal, the twenty-first day of June, in the year of our Lord one thousand nine hundred and ninety-three.

Signed, Sealed and Delivered in the presence of:

Constance A. Marion

Felix A. Catudal
Tax Collector

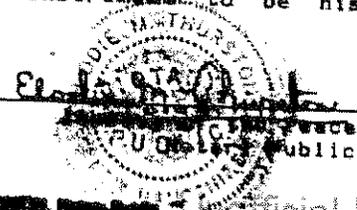
Unofficial Document

Unofficial Document

STATE OF NEW HAMPSHIRE, HILLSBOROUGH, SS.

June 21, 1993

Personally appearing, Felix A. Catudal, Collector of Taxes above named, and acknowledged the foregoing instrument to be his voluntary act and deed. Before me



Unofficial Document

ELIZABETH A. ...
Notary Public
My Commission Expires September 2, 1994

Unofficial Document

BK5445PG0444



CITY OF MANCHESTER
PLANNING AND COMMUNITY DEVELOPMENT

Planning and Land Use Management
Building Regulations
Community Improvement Program
Zoning Board of Adjustment

Leon L. LaFreniere, AICP
Director

Pamela H. Goucher, AICP
Deputy Director - Planning & Zoning

Matthew M. Sink
Deputy Director - Building Regulations

August 29, 2009

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

re: *Request by abutter to acquire city-owned TM 611, Lot 4-A on Island Pond Road*

Honorable Committee Members:

In preparation for its required response to the Committee, the Planning & Community Development Department is carrying out necessary research concerning a recently received request by Steven Barriere to acquire city property on Island Pond Road in the vicinity of Lake Shore Drive. Mr. Barriere is the owner of an undeveloped 0.9 acre parcel known as TM 611, Lot 4, and the city-owned property he is seeking to acquire is a small, abutting, 0.13 acre parcel known as TM 611, Lot 4-A, which the City acquired via tax deed from a different entity in 1993 (see attached map).

The Planning Department is currently in the process of developing its response to the Committee concerning this request and, toward this end, is awaiting feedback from some other city agencies, as well as from another abutter to the city property in question. We will submit our report to the Committee as soon as we have considered this information.

If you have any questions, our staff will be available at your meeting.

Sincerely,

Leon LaFreniere, AICP
Director of Planning and Community Development Department

Vicinity of TM 611, Lots 4 & 4-A, Island Pond Road

**R-S
Zoning District**

R-1A Zoning District
 Minimum Lot Size 1-Family DU
 = 12,500 s.f.
 Minimum Lot Frontage = 75'

1302 Island Pond Rd.
 Louis Nacos
 TM611, Lot 8A
 app. 220,884 s.f.
 (5.07 ac.)

TM611, Lot 4
 Steven Barriere
 app. 39,315 s.f.
 (0.9 ac.)
 Owner wishes
 to acquire
 city-owned
 TM 611, Lot 4

**R-1A
Zoning District**

1342 Island Pond Rd.
 TM611, Lot 4-B
 Timothy Hurley
 app. 24,756 s.f.
 (0.57 ac.)

1366 Island Pond Rd.
 TM611, Lot 5
 James Oparowski
 app. 44,999 s.f.
 (1.03 ac.)

ISLAND POND RD.

LAKE SHORE RD.

TM611, Lot 4-A
 app. 5,684 s.f.
 (0.13 ac.)
 City Owned (Tax Deeded)

**C-V
Zoning District**

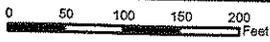
1331 Island Pond Rd.
 TM 823, Lot 4
 Bruce Carmichael
 app. 74,923 s.f.
 (1.72 ac.)

1365 Island Pond Rd.
 TM 823, Lot 3
 Linda Masewic
 app. 33,975 s.f.
 (0.78 ac.)

13-7

1. Map created by the City of Manchester Planning & Community Development Department (D. Beauchesne) on August 24, 2009.
 2. Aerial photo taken in April, 2003.

Zoning District Boundary





CITY OF MANCHESTER
PLANNING AND COMMUNITY DEVELOPMENT

Planning and Land Use Management
Building Regulations
Community Improvement Program
Zoning Board of Adjustment

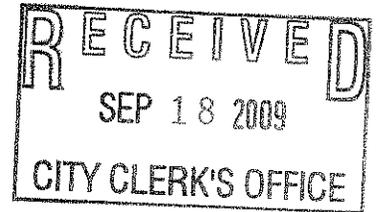
Leon L. LaFreniere, AICP
Director

Pamela H. Goucher, AICP
Deputy Director - Planning & Zoning

Matthew M. Sink
Deputy Director - Building Regulations

September 18, 2009

Committee on Lands and Buildings
Honorable Board of Mayor and Aldermen
City Hall - One City Hall Plaza
Manchester, N.H. 03101



RE: *Request to Acquire City Owned Land on Island Pond Road (Tax Map 611, Lot 4-A)*

Dear Committee Members:

This is to provide a report pursuant to Section 23½ pertaining to the above-referenced parcel.

The City has received a letter from Steven Barriere, owner of an undeveloped 0.9 acre parcel of land on Island Pond Road known as TM 611, Lot 4, indicating his interest in acquiring an abutting 0.13 acre city-owned parcel known as Lot 4-A which contains no current building. The City acquired Lot 4-A by tax deed in 1993 and a review of records indicates that the old District No. 6 school house was located on this parcel at some point prior to 1925.

Both of these parcels are situated in the R-1A zoning district which requires a minimum lot size of 12,500 s.f. and a minimum lot frontage of 75 feet for a single family dwelling. Mr. Barriere's Lot 4 was created prior to the City's current minimum lot size and frontage requirements were enacted and is likely an existing non-conforming lot of record which may be developed for single family housing at its present size and frontage.

Upon inquiry, we have discovered that the only other direct abutter to city-owned Lot 4-A is Thomas Hurley, owner of Lot 4-B. Due to the narrow nature of his Lot 4-B and the proximity of his house to the city-owned parcel, Mr. Hurley has also indicated an interest in the parcel.

Surplus Determination: Based upon our review of the site, which included consultation with applicable city agencies, I do not believe that there are any City needs for Lot 4-A. As such, I would recommend that the property be determined "surplus" and disposed of in a manner consistent with Section 23½ of the City Ordinances.

Manner of Disposition: Because it is directly abutted by only two privately owned parcels, I recommend that city owned Lot 4-A be offered for sale to the highest bidder among its two abutters. If the Committee deems this an appropriate direction, I would further suggest that a merger of Lot 4-A with the parcel of its new owner be a required condition of sale.

If you have any questions, I will be available at your next committee meeting.

Sincerely,

Leon LaFreniere,
Director of Planning & Community Development

One City Hall Plaza, Manchester, New Hampshire 03101
Phone: (603) 624-6450 or (603) 624-6475 Fax: (603) 624-6529 or (603) 624-6324

E-Mail: pcd@manchesternh.gov

www.manchesternh.gov

13-8

Vicinity of TM 611, Lots 4 & 4-A, Island Pond Road



R-1A Zoning District
 Minimum Lot Size 1-Family DU
 = 12,500 s.f.
 Minimum Lot Frontage = 75'

1302 Island Pond Rd.
 Louis Nacos
 TM611, Lot 8A
 app. 220,884 s.f.
 (5.07 ac.)

TM611, Lot 4
 Steven Barriere
 app. 39,315 s.f.
 (0.9 ac.)

Owner wishes
 to acquire
 city-owned
 TM 611, Lot 4

R-1A
 Zoning District

1342 Island Pond Rd.
 TM611, Lot 4-B
 Timothy Hurley
 app. 24,756 s.f.
 (0.57 ac.)

1366 Island Pond Rd.
 TM611, Lot 5
 James Oparowski
 app. 44,999 s.f.
 (1.03 ac.)

current
 frontage
 = 70 feet

ISLAND POND RD.

LAKE SHORE RD.

C-V
 Zoning District

1331 Island Pond Rd.
 TM 823, Lot 4
 Bruce Carmichael
 app. 74,923 s.f.
 (1.72 ac.)

TM611, Lot 4-A
 app. 5,684 s.f.
 (0.13 ac.)
 City Owned (Tax Deeded)

1365 Island Pond Rd.
 TM 823, Lot 3
 Linda Masewic
 app. 33,975 s.f.
 (0.78 ac.)

MILL POND

1. Map created by the City of Manchester Planning & Community Development Department (D. Beauchesne) on August 24, 2009.
 2. Aerial photo taken in April, 2003.

Zoning District Boundary



134

Vicinity of TM 611, Lots 4 & 4-A, Island Pond Road

**R-S
Zoning District**

R-1A Zoning District
Minimum Lot Size 1-Family DU
= 12,500 s.f.
Minimum Lot Frontage = 75'

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Louis Nacos
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TM 611, Lot 4

**R-1A
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Timothy Hurley
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TM611, Lot 5
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ISLAND POND RD.

current
frontage
= 70 feet

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**C-V
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1331 Island Pond Rd.
TM 823, Lot 4
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City Owned (Tax Deeded)

1365 Island Pond Rd.
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Mill Pond

1. Map created by the City of Manchester Planning & Community Development Department (D. Beauchesne) on August 24, 2009.
2. Aerial photo taken in April, 2003.

Zoning District Boundary

0 50 100 150 200 Feet

13-10

Vicinity of TM 611, Lots 4 & 4-A, Island Pond Road

**R-S
Zoning District**

R-1A Zoning District
 Minimum Lot Size 1-Family DU
 = 12,500 s.f.
 Minimum Lot Frontage = 75'

1302 Island Pond Rd.
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TM611, Lot 4
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 app. 39,315 s.f.
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 TM 611, Lot 4

**R-1A
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1342 Island Pond Rd.
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ISLAND POND RD.

LAKE SHORE RD.

current
 frontage
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**C-V
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1331 Island Pond Rd.
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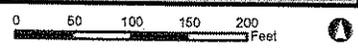
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Mill Pond

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 2. Aerial photo taken in April, 2003.

Zoning District Boundary



13-11

Vicinity of TM 611, Lots 4 & 4-A, Island Pond Road

**R-S
Zoning District**

R-1A Zoning District
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= 12,500 s.f.
Minimum Lot Frontage = 75'

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TM611, Lot 4
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Owner wishes
to acquire
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TM 611, Lot 4

**R-1A
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ISLAND POND RD.

current
frontage
= 70 feet

LAKE SHORE RD.

**C-V
Zoning District**

1331 Island Pond Rd.
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Mill Pond

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2. Aerial photo taken in April, 2003.

Zoning District Boundary

0 50 100 150 200 Feet

13-12

Vicinity of TM 611, Lots 4 & 4-A, Island Pond Road

R-1A Zoning District
 Minimum Lot Size 1-Family DU
 = 12,500 s.f.
 Minimum Lot Frontage = 75'

**R-S
 Zoning District**

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current
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LAKE SHORE RD.

**C-V
 Zoning District**

1331 Island Pond Rd.
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Mill Pond

1. Map created by the City of Manchester Planning & Community Development Department (D. Beauchesne) on August 24, 2009.
 2. Aerial photo taken in April, 2003.

12-13

Zoning District Boundary

