

## AGENDA

### COMMITTEE ON LANDS AND BUILDINGS

December 20, 2016  
Aldermen Long, Shaw,  
Cavanaugh, Herbert, Pappas

6:00 p.m.  
Aldermanic Chambers  
City Hall (3<sup>rd</sup> Floor)

1. Chairman Long calls the meeting to order.
2. The Clerk calls the roll.
3. Communication from Philip Croasdale, Water Works Director, requesting a property line adjustment between Water Works and the property owners of 5 Finch Lane, Auburn NH.  
**Ladies and Gentlemen, what is your pleasure?**
4. Communication from Philip Croasdale, Water Works Director, requesting approval of the proposed Purchase and Sale agreement for property in the town of Hooksett.  
**Ladies and Gentlemen, what is your pleasure?**

#### **TABLED ITEMS**

*(A motion is in order to remove any item from the table.)*

5. Request to purchase City-owned property located at Tax Map 356, Lot 1A, behind 399 Silver Street.  
*(Note: Retabled 8/16/16; Attached is a communication from the Planning & Community Development Department regarding revocable licenses and a map identifying physical encroachments in the City-owned corridor and communication from the Environmental Protection Division recommending the City retain ownership of the land.)*

6. Communication from Marc Pinard, Brady Sullivan General Counsel, submitting a request to purchase land comprising of Plaza Drive.  
*(Note: Tabled 12/14/15; additional information to come from City staff and Brady Sullivan Properties.)*
  
7. Communication from Mike Lanoie of the Derryfield Restaurant, requesting changes to the property and approval of the amended management agreement.  
*(Note: Attached is documentation from the Highway Department and draft of the addendum to the Management Agreement. Tabled 6/28/16; revised contract to be submitted.)*
  
8. If there is no further business, a motion is in order to adjourn.



# MANCHESTER WATER WORKS

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

## BOARD OF WATER COMMISSIONERS

KIMBERLEY L. GRISWOLD  
President

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Ex Officio  
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Mayor

PHILIP W. CROASDALE  
Director

November, 14, 2016

Alderman Patrick Long, Chairman  
Committee on Lands and Buildings  
C/o Office of the City Clerk  
One City Hall Plaza  
Manchester, NH 03101

### **Re: Property line adjustment in Auburn – 5 Finch Lane**

Dear Chairman Long,

This letter is submitted by the Manchester Water Works (MWW) as a formal request on the Committee of Lands and Buildings to support a lot line adjustment between the MWW and the property owners of 5 Finch Lane (Owner) in Auburn, NH. This lot line adjustment will correct a long standing issue that their building lays directly on the property line. Without setbacks, the owner must cross our property (abutter) or walk through their building to access their 'backyard'. MWW is proposing a land swap with the Owner whereas we will exchange certain land for other with the net result being even.

Following are the key points to consider:

- 1) All costs for this proposal will be at Owners' expense.
- 2) The property square footage for 5 Finch Lane will remain approximately the same.
- 3) Currently, 5 Finch Lane has 60 feet of frontage on Finch Lane and approximately 75 feet of frontage on Rockingham Road for a total of approximately 135 feet of road frontage. The new lot for 5 Finch Lane will only have 100 feet of frontage on Finch Lane and no (0) feet of frontage on Rockingham Road.
- 4) The proposal will require Town of Auburn Planning Department approval.
- 5) A survey and new deed will be filed for both parties in the Registry of Deeds.

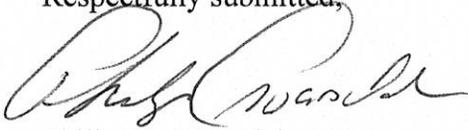
Attached is a letter between MWW and the Owner expressing the intent of the property line adjustment. Also attached are two maps of the original survey showing the lot and home at 5 Finch Lane before and after the proposal.

This proposal was approved by the Board of Water Commissioners at the Thursday, October 20, 2016 Regular Meeting.

5 Finch Lane  
Page two  
November 14, 2016

John O'Neil, Watershed Forester and I will be available at the next Lands and Buildings Committee Meeting to answer any questions you or the Committee may have. Please feel free to contact me at 792-2800 prior to the meeting should you have immediate questions and I will be happy to discuss them with you.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Philip W. Croasdale". The signature is fluid and cursive, with a large initial "P" and "C".

Philip W. Croasdale, CPA  
Director

Cc: Committee on Lands and Buildings

Attachments



**MANCHESTER WATER WORKS**  
281 LINCOLN ST., MANCHESTER, NEW HAMPSHIRE 03103-5093 Tel. (603) 624-8484

**BOARD OF WATER COMMISSIONERS**

KIMBERLEY L. GRISWOLD  
President

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BILL TROMBLY JR.

Ex Officio  
HON. THEODORE L. GATSAS  
Mayor

PHILIP W. CROASDALE  
Director

August 17, 2016

Mr. David Thompson  
Laura Lane Properties, Inc  
111 Laura Lane  
Hampstead, NH 03841

Dear Mr. Thompson,

Thank you for meeting with me the other day to discuss the property boundaries at 5 Finch Lane. Attached is a map showing the common property lines between the Manchester Water Works and your house and property at 5 Finch Lane. This map is a part of the survey done by Alfred L. Elliott dated June 20, 1906 and known as the plan of lots of Massabesic Terrace. There are several problems with the property in regards to the property lines. The property frontage on Finch Lane for #5 is 60 feet and the building is 60 feet wide. Henceforth, there are no side property setbacks from the building. This creates a problem where the owner of #5 Finch Lane cannot access the sides of the home or the back of the home without going onto someone else's property (Manchester Water Works).

I am proposing a possible solution should you agree to the terms. Manchester Water Works could apply for a boundary line adjustment through the Auburn Planning Board (See maps and attachments). I am proposing increasing your frontage on Finch Lane from 60 feet to about 100 feet (10 feet on north side and 30 feet on south side). The boundary lines would be adjusted to keep the same approximate lot square footage for #5 but give the homeowner some room to maintain the home and yard and maybe provide some future parking (with Town of Auburn approval). This boundary line adjustment would be subject to the approvals of the Board of Mayor and Alderman and Board of Water Commissioners and the Auburn Planning Board.

Considering this solution provides a benefit to the current and future owners of #5 Finch Lane, I also propose that ALL costs associated with a lot line adjustment be borne by the property owner of 5 Finch Lane, Auburn, NH. This would include including but not limited to Town of Auburn Fees for Lot Line Adjustment, Surveying costs for new property line layout including setting new property corner markers on all corners, New deed preparation fee, deed/plan filing fees at the Rockingham County Registry, etc.

The Manchester Water Works upon completion of this possible lot line adjustment may opt to install a fence along some or all of the property lines to secure our new or existing property lines going forward.

Please sign and date this letter here if you agree with all terms proposed here David Thompson 8/17/16

Sincerely,

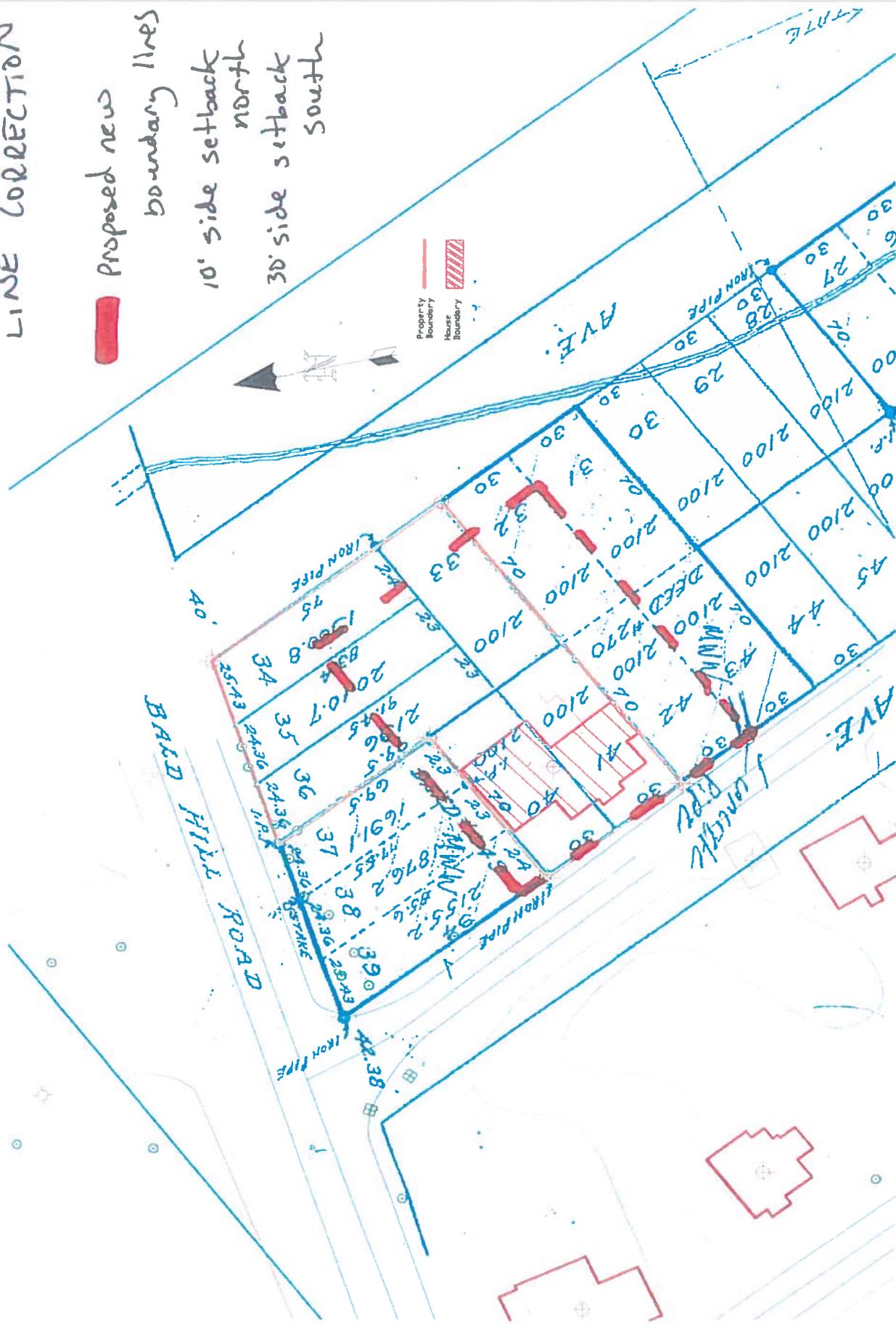
John M. O'Neil   
Watershed Forester

CC: Carrie Rouleau-Cote, Auburn Building Inspector; Phil Croasdale, Manchester Water Works Director



PROPOSED BOUNDARY LINE CORRECTION

Proposed new boundary lines  
 10' side setback north  
 30' side setback south





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

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Mayor

PHILIP W. CROASDALE  
Director

December 16, 2016

Alderman Patrick Long, Chairman  
Committee on Lands and Buildings  
C/o Office of the City Clerk  
One City Hall Plaza  
Manchester, NH 03101

Dear Chairman Long,

This letter is submitted by the Manchester Water Works (MWW) as a formal request of the Committee on Lands and Buildings to support the Manchester Water Works (MWW) to purchase property in the Town of Hooksett for the purpose of protecting the water supply for the City of Manchester.

Attached for the Committee's review is a copy of a signed Purchase and Sale Agreement (P&S) of the property to be purchased and other pertinent information. The Board of Water Commissioners approved the execution of this P&S on December 15, 2016 at a Special Board Meeting.

John O'Neil, Watershed Forester and I will be available at the next Lands and Buildings Committee Meeting to answer any questions you or the Committee may have. Please feel free to contact me at 792-2800 prior to the meeting should you have immediate questions and I will be happy to discuss them with you.

Respectfully submitted,

Philip W. Croasdale, CPA  
Director

Cc: Committee on Lands and Buildings

Attachments

# Memorandum — Manchester Water Treatment Plant

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**To:** Board of Water Commissioners  
**CC:** Phil Croasdale  
**From:** John O'Neil  
**Date:** 12/6/2016  
**Re:** Harrison Trust 6 acres in Hooksett

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I am requesting the approval to purchase 6 acres of land in the Massabesic Watershed. This property was budgeted for \$25,000 in the FY2017 Budget.

We currently have a Purchase and Sales Contract (see attached) with the Harrison Family Trust with a purchase price of \$22,000 subject to Board of Water Commissioner's approval and Board of Mayor and Aldermen's approval.

An appraisal was completed by McKeon Appraisals with a market value of \$25,000 (see attached). This property has Designated Prime Wetlands on it and it also provides a Right of Way (ROW) access to the Tower Hill Complex of over 1500 acres (currently there is no access from the west only from the north and east). Our hope is to present this proposal to the Lands and Buildings Committee of the Board of Mayor and Alderman on December 19, 2016. Closing can be no later than January 31, 2017. There was a delay in project time due to locating an appraiser who could value a property like this with a Right-of-Way access. The City Solicitor's Office and the City Assessor's Office have reviewed and approved this project.

Your timely consideration of this project is greatly appreciated.

JOHN O'NEIL, WATERSHED FORESTER  
1581 LAKE SHORE RD  
MANCHESTER NH 03109  
TEL 603-792-2852  
FAX 603-628-6030  
EMAIL JMONEIL@MANCHESTERNH.GOV

- -1 -

**REAL ESTATE PURCHASE AND SALES AGREEMENT**

This Real Estate Purchase and Sales Agreement ("Agreement") is made and entered into as of this 11<sup>th</sup> day of August, 2016 between **DEBORAH L. GADD, TRUSTEE OF THE CARL L. HARRISON TRUST** with a mailing address of P.O. Box 4765, Manchester, New Hampshire 03108 ("Seller") and the **CITY OF MANCHESTER, NEW HAMPSHIRE**, a municipal corporation, having a principal place of business at One City Hall Plaza, Manchester, County of Hillsborough, New Hampshire 03101, acting through its Water Department ("Buyer").

**WITNESSETH**

**WHEREAS**, the Seller is the owner of certain real property known to the Town of Hooksett as Tax Map 31, Lot 36 located off Farmer Road, Hooksett, Merrimack County, New Hampshire ("Property") and

**WHEREAS**, the Buyer has agreed to purchase certain real property located off Farmer Road in Hooksett, New Hampshire;

**NOW, THEREFORE**, in consideration of the mutual promise contained herein and upon and for the other good and valuable consideration described herein and for the purpose stated herein the parties hereto mutually agree and covenant, one to the other, as follows:

**SECTION 1. CONVEYANCE BY SELLER.** The Seller agrees to sell and convey to the Buyer upon the terms and conditions hereinafter stated, certain real property located off Farmer Road, Hooksett, County of Merrimack, New Hampshire, more particularly described on Exhibit A attached hereto and made a part hereof ("Property"), together with all surface and subsurface rights appurtenant thereto.

**SECTION 2. DEED, STATE OF TITLE.** Conveyance shall be made subject only to restrictions of record and applicable municipal regulations, if any. Conveyance shall be made by a Warranty Deed conveying a good marketable title to the Property, free from all encumbrances except as aforesaid, and excepting also real estate taxes assessed upon the Property, which taxes shall be apportioned in the manner set forth below.

**SECTION 3. PURCHASE PRICE/APPLICATION.** The Buyer agrees to purchase the Property and to pay to the Seller Twenty Two Thousand and 00/100 Dollars (\$22,000.00) ("Purchase Price"), to be paid by check drawn from the Buyer's funds at the time of closing.

**SECTION 4. DELIVERY OF PROPERTY.** The Property shall be delivered by the Seller at the time of closing, free of the Seller's personal property and free of any exterior trash and debris.

**SECTION 5. CLOSING.** Unless another time and place shall be mutually agreed upon in writing, the conveyance of title and the payment of the Purchase Price pursuant to this Agreement shall take place at a location set by the Buyer on or before December 31, 2016 at a time set by the Buyer (such date being hereinafter called the "Closing Date"). The Seller shall be notified of the date and time of such closing by the Buyer.

**SECTION 6.TAXES, ASSESSMENTS, AND OTHER CHARGES.** Real estate taxes assessed upon the Property shall be apportioned on the basis of the tax year during which said deed is delivered in such manner that the Seller shall pay or, allow to the Buyer as a credit against the Purchase Price that portion thereof that corresponds to the portion of said tax year accruing to the Buyer.

**SECTION 7.DUE DILIGENCE.** On or before November 30, 2016, the Buyer shall have a right to undertake at its sole cost and expense: engineering studies and inspections as it deems appropriate; soils investigations (including types and slopes and other subsurface and topographical characteristics); wetlands studies; endangered and/or threatened species (animal or vegetation); archeological and/or historical studies; a structural and mechanical systems investigation and inspection as it deems appropriate; an environmental site assessment of the Property and any monitoring wells existing on the Property; a review of all documents and plans applicable to the Property; a survey of the Property made by a surveyor or civil engineer of its own choosing and at its expense; Buyer shall notify Seller of any objections to the Property. If objections are found that are curable by the Seller the Closing Date may be extended, at the Buyer's discretion, so that those objections may be cured. If Seller elects not cure to the objections or fails to cure objections within the time allotted by the Buyer after the Closing Date, then Buyer may elect to treat the existence of any such objections as a failure of a condition precedent to Buyer's liabilities and obligations hereunder, and terminate the Agreement. Alternatively, the Buyer shall have the election, at that time, to accept such Property as is and the Seller can deliver and pay therefore the Purchase Price, without reduction.

**SECTION 8. SELLER'S TITLE.** On or before November 30, 2016 the Buyer, at Buyer's sole cost and expense, may cause the title of Seller to the Property to be examined by attorneys or other agents representing or acting on behalf of Buyer. Buyer shall inform Seller of any encumbrances, defects in title or other objections to the Property, or any portion thereof within the Review Period. If title objections are found that are curable by the Seller the Closing Date may be extended, at the Buyer's discretion, so that title objections may be cured. If Seller elects not to cure the title objections or fails to cure title objections within the time allotted by the Buyer after the Closing Date, then Buyer may elect to treat the existence of any such title objections as a failure of a condition precedent to Buyer's liabilities and obligations hereunder, and terminate this Agreement. Alternatively the Buyer shall have the election, at that time, to accept such title as the Seller can deliver and pay the Purchase Price, without reduction, in which case, the Seller shall deliver such title subject to the aforementioned defect(s). Notwithstanding, however, Seller shall be required to cure any monetary title objection up to the amount for the Purchase Price.

**SECTION 9.BROKERS.** The Seller and the Buyer warrant and represent each to the other that no real estate broker initiated or otherwise caused this transaction. Each party hereto agrees to indemnify the other against, and to hold harmless from, any liability for brokerage commissions of finders' fees in connection with the transaction contemplated hereby to the extent such liability shall be based upon arrangements or agreements made or claimed by third parties to have been made by or on behalf of the indemnifying party.

**SECTION 10.CONTINGENCY.** This agreement is contingent upon the Board of Mayor and

Aldermen for the City of Manchester, New Hampshire and the Board of Water Commissioners approving the purchase of the Property. Should the Board of Mayor and Aldermen not approve the purchase of the Property and/or not approve funds for the payment of the purchase price this agreement shall be null and void at the election of the Buyer.

**SECTION 11. ENTIRE AGREEMENT.** This Agreement merges any and all understandings and agreements between the Buyer and the Seller with respect to the subject Property and shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns. If there shall be more than one Seller the agreements of the Seller hereunder shall be deemed to have been made jointly and severally.

**SECTION 12. NOTICES.** All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given, if mailed, by registered or certified mail, return receipt requested, or, if by other means such as hand delivery, when received by the other party at the address stated herein, or such other address as may hereafter be furnished to the other party by like notice. Notice or communication hereunder shall be deemed to have been received on the date delivered to or received at the Property of the addressee if hand delivered or other than by mail, and in the case of mail, upon the depositing of the same in the United States mail as above states (as evidenced, in the case of registered or certified mail, by the date noted on the return receipt).

**SECTION 13. SEPARABILITY CLAUSE.** Any part, provision, representation or warranty of the Agreement that is prohibited or which is held to be void or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

**SECTION 14. GOVERNING LAW.** This Agreement shall be construed and the obligations, rights, and remedies of the parties hereunder shall be determined according to the laws of the State of New Hampshire.

**SECTION 15. ASSIGNMENT OF AGREEMENT.** This Agreement cannot be assigned, pledged or hypothecated by Seller to a third party without the prior written consent of the Buyer.

**SECTION 16. WAIVER.** The failure of any party to insist upon strict performance of a covenant hereunder or of any obligation hereunder, irrespective of the length of time for which such failure continues, shall not be a waiver of such party's right to demand strict compliance in the future. No consent or waiver expressed or implied, to or of any breach or default in the performance of any obligation hereunder, shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation hereunder. No term or provision of the Agreement may be waived unless such waiver is in writing and signed by the party against whom such waiver is sought to be enforced.

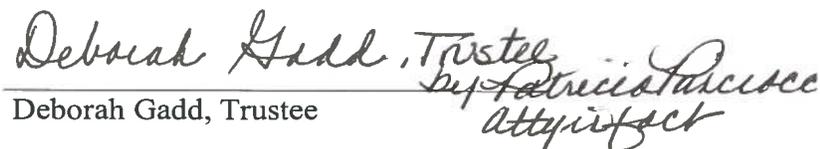
**SECTION 17. CAPTIONS.** Titles or captions of Sections contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provisions hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement voluntarily as of the date first listed above.

**SELLER:**

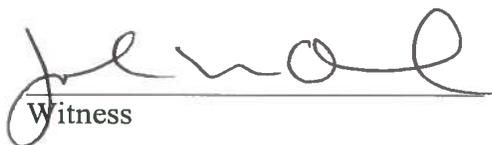
**THE CARL L. HARRISON TRUST**

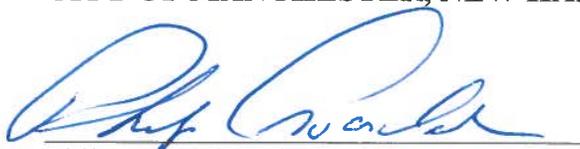
  
Witness

  
Deborah Gadd, Trustee *by Patricia Pascoe Attorney*

**BUYER(S):**

**CITY OF MANCHESTER, NEW HAMPSHIRE**

  
Witness

  
Phil Croasdale, Director  
Manchester Water Department

④ FORMAN, COLLORAN & ASSOC. P.A.

Doc# : 784077  
Book : 3248 Pages : 0708 - 0709  
03/28/2011 10:25AM

MCRD Book 3248 Page 708



STATE OF NEW HAMPSHIRE			
DEPARTMENT OF REVENUE ADMINISTRATION		REAL ESTATE TRANSFER TAX	
THOUSAND		HUNDRED AND 40 DOLLARS	
MO	DAY	YR	AMOUNT
03	28	2011	876921 \$ 40
VOID IF ALTERED			

1414  
2-0  
25-

40.00 WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that we, Deborah Gadd (a/k/a Deborah Armstrong), as successor Trustee of The Carl L. Harrison Revocable Trust, a New Hampshire trust established pursuant to a revocable trust agreement dated October 17, 2001, by and between Carl L. Harrison as Grantor and Deborah Gadd as successor Trustee, and presently having an address of 520 Laurel Street, Manchester, New Hampshire 03103 and Carl L. Harrison, as successor Trustee of The Leola M. Harrison Revocable Trust, a New Hampshire trust established pursuant to a revocable trust agreement dated October 17, 2001, by and between Leola M. Harrison as Grantor and Carl L. Harrison as successor Trustee, and presently having an address of 520 Laurel Street, Manchester, New Hampshire 03103, for consideration paid of \$1.00, GRANT TO Deborah Gadd, as Trustee of The Carl L. Harrison Trust, a New Hampshire irrevocable trust established pursuant to an irrevocable trust agreement dated January 19, 2011, by and between Carl L. Harrison as Grantor and Deborah Gadd as Trustee, and presently having an address of 520 Laurel Street, Manchester, New Hampshire 03103, all right, title and interest in and to the following, with Warranty Covenants:

A certain tract or parcel of land, together with the buildings thereon, situate in Hooksett, County of Merrimack and State of New Hampshire, and being more particularly bounded and described as follows:

Beginning at a stake and stones on the east side of the highway, leading from Hooksett to Manchester at the corner of land now or formerly of one Morrill; thence easterly by land of said Morrill 21 rods and 21 links to a stake and stones and land now or formerly of Eugene Libby; thence easterly by land of said Libby 24 rods and 12 links to a stake and stones at land now or formerly of John S. Cole; thence south by land of John S. Cole 48 rods to a stake and stones at land now or formerly of A.W. Prescott; thence northwesterly 37 rods by land of said Prescott to a stake and stones; thence south by land of said Prescott 20 rods to a stake and stones; thence westerly 13 rods to a stake and stones on the east side of the Old Mammoth Road; thence northerly by said road and the said highway 27 rods to the place of beginning.

Also a certain tract or parcel of land, situate in said Hooksett, County of Merrimack and State of New Hampshire, and being more particularly bounded and described as follows:

*Handwritten signature and initials*



LT1-2-784077-1



LT2-3248-708-2

Beginning at a stake and stones at the northwest corner of the Hooksett lot so-called; thence S 01° W 19 3/4 rods and to a stake and stones; thence S 67 1/2° E by land now or formerly of Moore & Caleb 50 rods and 20 links to stake and stones; thence N 01° E 19 3/4 rods to stake and stones on the line of land now or formerly owned by one Roby; thence N 67° W 50 rods and 20 links to bound begun at. Containing 6 acres, more or less.

Meaning and intending to convey the same premises as conveyed to the within Grantors by Quitclaim Deed of Carl L. Harrison, said deed dated October 26, 2001, and recorded with the Merrimack County Registry of Deeds at Book 2307, Page 1981.

WITNESS our hands and seals this 19<sup>th</sup> day of January, 2011.

**The Carl L. Harrison Revocable Trust**

Deborah Gadd  
Deborah Gadd, Trustee

[Signature]  
Witness

Witness

**The Leola M. Harrison Revocable Trust**

Carl L. Harrison  
Carl L. Harrison, Trustee

[Signature]  
Witness

Witness

STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM

Personally appeared the above named Deborah Gadd in her capacity as Trustee of The Carl L. Harrison Revocable Trust and Carl L. Harrison in his capacity as Trustee of The Leola M. Harrison Revocable Trust, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument, and acknowledged the foregoing instrument to be their free act and deed and in the capacity stated. Before me this 19<sup>th</sup> day of January, 2011.

Justice of the Peace / Notary Public  
My commission expires:

FRED J. FORMAN, Justice of the Peace  
My Commission Expires June 27, 2012

MERRIMACK COUNTY RECORDS  
Kath L. Gray, CPO, Register

THE STATE OF NEW HAMPSHIRE  
JUDICIAL BRANCH  
SUPERIOR COURT

Merrimack Superior Court  
163 North Main St./PO Box 2880  
Concord NH 03302-2880

Telephone: (603) 225-5501  
TTY/TDD Relay: (800) 735-2964  
<http://www.courts.state.nh.us>

NOTICE OF DECISION

File Copy

Case Name: Gerry Handley Agency, Inc., et al v Town of Hooksett, et al  
Case Number: 217-2011-CV-00071

Enclosed please find a copy of the court's order of October 01, 2012 relative to:

Decree

Agreement

October 02, 2012

William S. McGraw  
Clerk of Court

(485)

C: Richard Roy Peppe, ESQ; Thomas U. Gage, ESQ; Jay L. Hodes, ESQ

MERRIMACK COUNTY RECORDS

*Kathie L. Gray*, CPO, Register

Doc#: 201300002939  
Book: 3367 Pages:1855 - 1857  
02/07/2013 2:10PM

MCRD Book 3367 Page 1855

2012 SEP 20 PM 12 58

SUPERIOR COURT

002164

18.46  
200

STATE OF NEW HAMPSHIRE

COUNTY OF MERRIMACK

SUPERIOR COURT

No. 217-2011-CV-00071

Gerry Handley Agency, Inc., Gerard A. Handley and Carmel Handley

vs.

Jane Dubois, Raymond Grandmaison, Marie Saint Laurent, Town of Hooksett, Carl L. Harrison, Trustee of the Carl L. Harrison Revocable Trust; Carl L. Harrison, Trustee of the Leola M. Harrison Revocable Trust; Their Heirs and Assigns; and Other Unknown Persons Who May Claim Interest or Estate in and to the Subject Matter of this Action

AGREEMENT

Gerry Handley Agency, Inc., Gerard A. Handley, and Carmel Handley, (collectively "Handley"); Town of Hooksett, and Deborah L. Gadd, Successor Trustee of both the Carl L. Harrison Revocable Trust and the Leola M. Harrison Revocable Trust ("Harrison Trust") in consideration of the receipt of One Dollar and other good and sufficient consideration, the receipt of which is hereby acknowledged, and the mutual covenants herein, hereby agree as follows:

1. The parties agree to the following decree.
2. The parties respectfully request that the Honorable Court sign the following decree.

*William S. McEwen*



*re file  
Approved.  
So Ordered.  
[Signature]*



In witness whereof, the parties have executed this Agreement  
this 13 day of SEPT, 2012.

Gerry Handley Agency, Inc., Gerard A.  
Handley and Carmel Handley

Witness

*C. John Roy*

By:

*Richard R. Peppe*  
Richard R. Peppe, Esq.

Town of Hooksett

Witness

*Mary E. Kolonk*

By:

*Jay L. Hodes*, Esq.

Deborah L. Gadd, Successor Trustee of  
both the Carl L. Harrison Revocable  
Trust and the Leola M. Harrison  
Revocable Trust

Witness

*Deborah L. Murphy*

By:

*Thomas U. Gage*  
Thomas U. Gage

**THE STATE OF NEW HAMPSHIRE  
JUDICIAL BRANCH  
SUPERIOR COURT**

Merrimack Superior Court  
163 North Main St./PO Box 2880  
Concord NH 03302-2880

Telephone: (603) 225-5501  
TTY/TDD Relay: (800) 735-2964  
<http://www.courts.state.nh.us>

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C: Richard Roy Peppe, ESQ; Thomas U. Gage, ESQ; Jay L. Hodes, ESQ

MERRIMACK COUNTY RECORDS

*Kathi L. Gray*, CPO, Register

MCRD Book 3367 Page 1851

2012 SEP 20 PM 12:58

SUPERIOR COURT

002165

2246  
2.00

STATE OF NEW HAMPSHIRE

COUNTY OF MERRIMACK

SUPERIOR COURT

No. 217-2011-CV-00071

Gerry Handley Agency, Inc., Gerard A. Handley and Carmel Handley

vs.

Jane Dubois, Raymond Grandmaison, Marie Saint Laurent, Town of Hooksett, Carl L. Harrison, Trustee of the Carl L. Harrison Revocable Trust; Carl L. Harrison, Trustee of the Leola M. Harrison Revocable Trust; Their Heirs and Assigns; and Other Unknown Persons Who May Claim Interest or Estate in and to the Subject Matter of this Action

DECREE

Gerry Handley Agency Inc., Gerard A. Handley and Carmel Handley (the "Plaintiffs") having filed a Petition to Quiet Title (the "Petition") with this Court; and

It having been determined that: 1) Plaintiffs have duly complied with this Court's Order dated February 23, 2011, and have published a Citation in the Union Leader, a newspaper of general circulation, as ordered by the Court; and have completed service upon the Defendants as ordered by the Court; 2) the Town of Hooksett having appeared and requested that the Decree against the Town of Hooksett incorporate the language addressing the rights of way as presented below; 3) Deborah J. Gadd, Successor Trustee of both the Carl L. Harrison Revocable Trust and the Leola M. Harrison Revocable

*William L. McEraw*



Trust having been served and having appeared; and 4) A Decree having been entered by the Court on 3/2/2012 (McNamara, J.) quieting title in the said described parcel of land in Gerry Handley Agency, Inc., and Gerard A. Handley free from the claims of Jane Dubois, Raymond Grandmaison, and Marie Saint Laurent;

Plaintiffs are entitled to an order on the merits granting the relief requested in the Petition against the Town of Hooksett and Deborah L. Gadd, Successor Trustee of both the Carl L. Harrison Revocable Trust and the Leola M. Harrison Revocable Trust as follows:

It is hereby ordered pursuant to RSA 498:5-a and 5-b that, as to the following described parcel of land:

A certain tract of lands with the buildings thereon, if any, situated in the town of Hooksett, county of Merrimack, New Hampshire, bounded and described as follows:

That property identified as "Tax Map 21 Lot 48" on "Quiet Title Exhibit and Boundary Survey Plan for the Gerard A. Handley Trust, Tax Map 21 Lot 48, Farmer Road, Hooksett, New Hampshire," dated September 9, 2009, Joseph M. Wichert LLS, Inc., including "Additional Property," as shown thereon ("Locus").. PLAN # 20105.

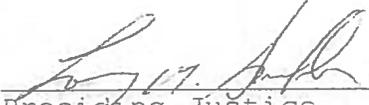
Title is quieted in Gerry Handley Agency, Inc. and Gerard A. Handley, free and clear of the claims, if any of Town of Hooksett and Deborah L. Gadd, Successor Trustee of both the Carl L. Harrison Revocable Trust and the Leola M. Harrison Revocable Trust; their Heirs and Assigns; and Other Unknown Persons Who May Claim Interest or Estate in and to the Subject Matter of this Action.

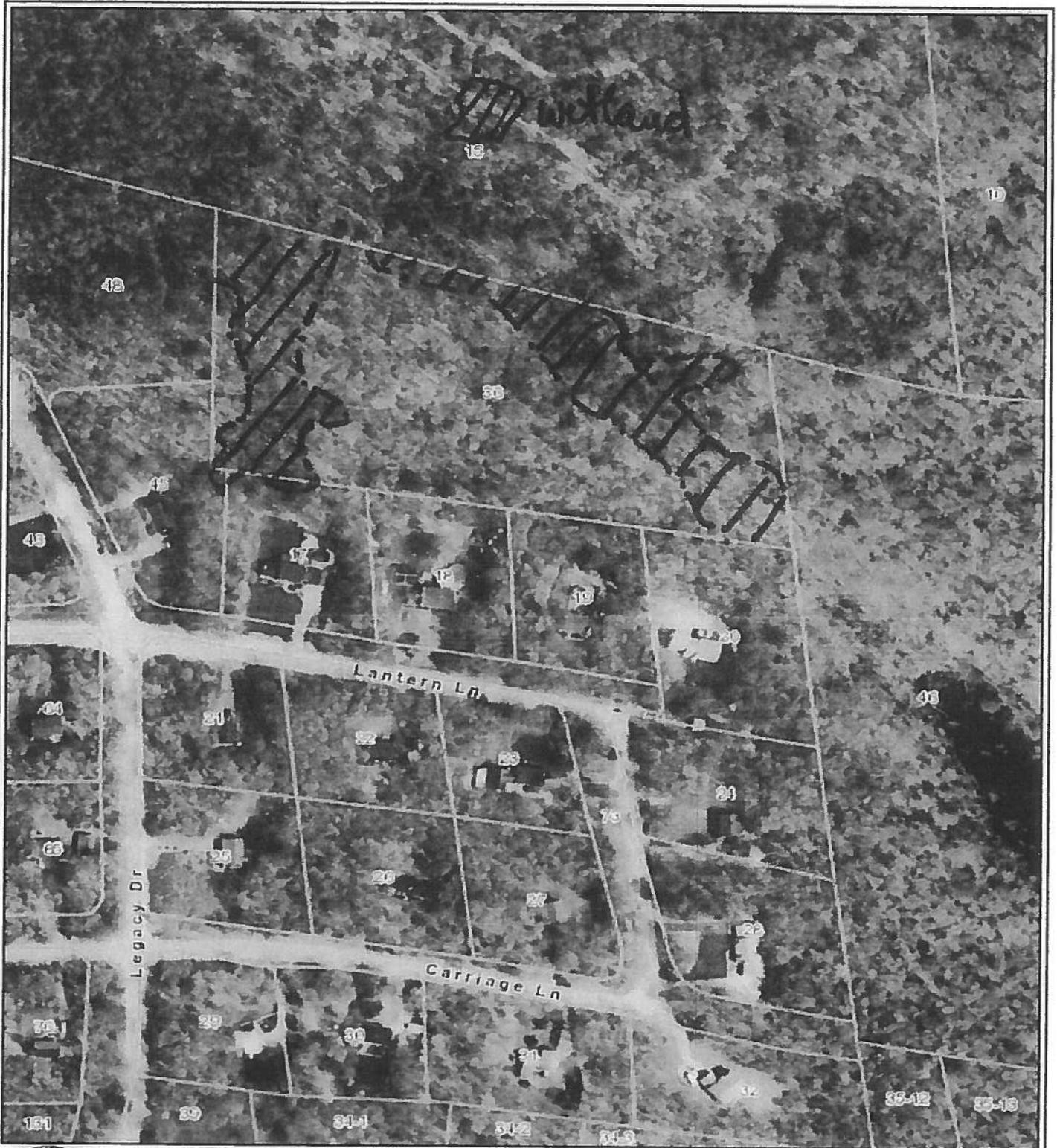
No action shall hereafter be brought by Town of Hooksett and Deborah L. Gadd, Successor Trustee of both the Carl L. Harrison Revocable Trust and the Leola M. Harrison Revocable Trust to claim any right, title and interest in and to the said described parcel of land against the Plaintiffs, their heirs, executors or assigns; and title to said parcel is hereby adjudged and decreed to be in Gerry Handley Agency, Inc., and Gerard A. Handley free from the claims of Town of Hooksett and Deborah L. Gadd, Successor Trustee of both the Carl L. Harrison Revocable Trust and the Leola M. Harrison Revocable Trust, subject to the following provisions:

1. This Decree does not restrict, abolish or limit the existing interests of the Town of Hooksett in Farmer Road or Legacy Drive, including the rights (as they may exist) to maintain, repair and replace said right of way improvements and/or any drainage or other public facilities located therein.

2. Deborah L. Gadd, Successor Trustee of both the Carl L. Harrison Revocable Trust and the Leola M. Harrison Revocable Trust, has the easement defined in the attached Easement Deed and Agreement with Gerry Handley Agency, Inc. and Gerard A. Handley; a copy of which shall be recorded with this Decree in the Merrimack County Registry of Deeds.

10/11/12  
Dated

  
Presiding Justice



Hooksett, NH  
 1 Inch = 202 Feet  
 June 03, 2014



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.

[www.cai-tech.com](http://www.cai-tech.com)





Replacement Cost  
Less Depreciation: \$0

Building Attributes	
Field	Description
Style	Vacant Land
Model	
Grade:	
Stories:	
Occupancy	
Exterior Wall 1	
Exterior Wall 2	
Roof Structure:	
Roof Cover	
Interior Wall 1	
Interior Wall 2	
Interior Flr 1	
Interior Flr 2	
Heat Fuel	
Heat Type:	
AC Type:	
Total Bedrooms:	
Total Bthrms:	
Total Half Baths:	
Total Xtra Fixtrs:	
Total Rooms:	
Bath Style:	
Kitchen Style:	
Location Adj	

**Building Photo**



(<http://images.vgsi.com/photos/HooksettNHPhotos//default.jpg>)

**Building Layout**

Building Layout

Building Sub-Areas	Legend
No Data for Building Sub-Areas	

**Extra Features**

Extra Features	Legend
No Data for Extra Features	

**Land**

Land Use		Land Line Valuation	
Use Code	1320	Size (Acres)	6.27
Description	RES ACLNUD	Frontage	0
Zone	MDR	Depth	0
Neighborhood		Assessed Value	\$10,000
		Assessed Value	\$10,000

**Category**

**Outbuildings**

<b>Outbuildings</b>	<b>Legend</b>
No Data for Outbuildings	

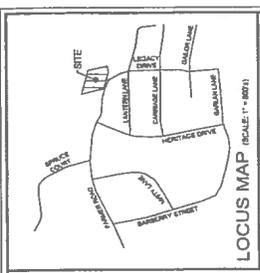
**Valuation History**

<b>Appraisal</b>			
<b>Valuation Year</b>	<b>Improvements</b>	<b>Land</b>	<b>Total</b>
2014	\$0	\$10,000	\$10,000
2013	\$0	\$10,000	\$10,000
2012	\$0	\$13,100	\$13,100

<b>Assessment</b>			
<b>Valuation Year</b>	<b>Improvements</b>	<b>Land</b>	<b>Total</b>
2014	\$0	\$10,000	\$10,000
2013	\$0	\$10,000	\$10,000
2012	\$0	\$13,100	\$13,100

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**NOTES:**  
 1) THE SUBJECT PARCEL IS LOT 48 ON THE TOWN OF HOOKSETT TAX MAP 21, THE CENTER OF RECORD IS THE GERARD A. HANDLEY TRUST OF 17 WOODSTONE TERRACE, HOOKSETT, NEW HAMPSHIRE SEE MAP REV. 2007 P. 15.  
 2) THE SUBJECT PARCEL IS ZONED AGR (WITH MANICAPAL EXEMPT) MINIMUM LOT SIZE IS 4.0 ACRES (1.74 ACRES), MINIMUM LOT FRONTAGE IS 100' SIDEWAYS AND 100' FOLLOWING FRONT - 307, 306' = 22' PORTION OF 2014B TAX MAP 1-2.  
 3) THIS PLAN IS THE RESULT OF AN ACTUAL FIELD SURVEY PERFORMED BY THIS OFFICE ON 11/20/2020. THE SURVEY WAS MADE UNDER THE CLOSELY SUPERVISED AND DIRECTED SUPERVISION OF THE REGISTERED PROFESSIONAL LAND SURVEYOR.  
 4) THE HOOKSETT SURVEY IS BASED ON METRIC DATA. THE METRIC DATA WAS OBTAINED BY ON-SITE STATIC GPS OBSERVATIONS PERFORMED BY THE OFFICE IN AUGUST OF 2008.  
 5) THE CENTER OF RECORD FOR THIS SURVEY WAS DETERMINED TO BE THE INTERSECTION OF THE SUBJECT PARCEL AS DERIVED FROM AN ACTING DEED DESCRIPTION, PLANS OF RECORD AND THE TOWN OF HOOKSETT TAX MAP. THIS PLAN WAS PREPARED FOR THE PURPOSES OF THE SUBDIVISION OF THE SUBJECT PARCEL INTO TWO (2) LOTS.  
 6) THE PLAN ALSO SHOWS A PROPOSED 15' WIDE ACCESS EASEMENT TO LOT 21-28 PER AN AGREEMENT WITH THE HANDLEY TRUST.  
 7) THE PLAN AND THE ASSOCIATED DEEDS SHALL NOT CONSTITUTE PROFESSIONAL PLAN FOR THE TOWN OF HOOKSETT TO CONSTRUCT OR MAINTAIN A PUBLIC HIGHWAY OR TO PERFORM FOR CONSTRUCTION OF A PUBLIC ROAD OR HIGHWAY.  
 8) THE PLAN ALSO SHOWS A PROPOSED 15' WIDE ACCESS EASEMENT TO LOT 21-28 PER AN AGREEMENT WITH THE HANDLEY TRUST.  
 9) THE PLAN AND THE ASSOCIATED DEEDS SHALL NOT CONSTITUTE PROFESSIONAL PLAN FOR THE TOWN OF HOOKSETT TO CONSTRUCT OR MAINTAIN A PUBLIC HIGHWAY OR TO PERFORM FOR CONSTRUCTION OF A PUBLIC ROAD OR HIGHWAY.  
 10) THE PLAN ALSO SHOWS A PROPOSED 15' WIDE ACCESS EASEMENT TO LOT 21-28 PER AN AGREEMENT WITH THE HANDLEY TRUST.  
 11) THE PLAN AND THE ASSOCIATED DEEDS SHALL NOT CONSTITUTE PROFESSIONAL PLAN FOR THE TOWN OF HOOKSETT TO CONSTRUCT OR MAINTAIN A PUBLIC HIGHWAY OR TO PERFORM FOR CONSTRUCTION OF A PUBLIC ROAD OR HIGHWAY.  
 12) THE PLAN ALSO SHOWS A PROPOSED 15' WIDE ACCESS EASEMENT TO LOT 21-28 PER AN AGREEMENT WITH THE HANDLEY TRUST.

**LOCUS MAP (SCALE 1\"/>**



\*\*\*\*\* INVOICE \*\*\*\*\*

File Number: 216M0052

November 17, 2016

John O'Neil  
Manchester Water Works  
1581 Lake Shore Rd  
Manchester, NH 03109

Borrower : N/A  
Invoice # : 216M0052  
Order Date : 10/19/2016  
Reference/Case # :  
PO Number :

Property Location  
21-36 Farmer Rd  
Hooksett, NH 03106

Fee for appraisal of residential land	\$	550.00
	\$	-----
Invoice Total	\$	550.00
State Sales Tax @	\$	0.00
Deposit	(\$	)
Deposit	(\$	)
		-----
Amount Due	\$	550.00

Terms: Total due within 30 days.

Please Make Check Payable To:

M.H. McKeon Appraisal Services, Inc.  
40 South River Road, Suite 42  
Bedford, NH 03110

Fed. I.D. #: 02-0468842

Thank you for the opportunity to be of service!  
Mark H. McKeon

**APPRAISAL OF**



Residential Land

**LOCATED AT:**

21-36 Farmer Rd  
Hooksett, NH 03106

**FOR:**

Manchester Water Works  
1581 Lake Shore Rd  
Manchester, NH 03109

**BORROWER:**

N/A

**AS OF:**

November 16, 2016

**BY:**

Mark H. McKeon  
NHCR-03

November 17, 2016

John O'Neil  
Manchester Water Works  
1581 Lake Shore Rd  
Manchester, NH 03109

File Number: 216M0052

To Whom it May Concern:

In accordance with your request, I have appraised the real property at:

21-36 Farmer Rd  
Hooksett, NH 03106

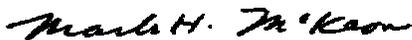
The purpose of this appraisal is to develop an opinion of the market value of the subject property, as vacant. The property rights appraised are the fee simple interest in the site.

In my opinion, the market value of the property as of November 16, 2016 is:

\$25,000  
Twenty-Five Thousand Dollars

The attached report contains the description, analysis and supportive data for the conclusions, final opinion of value, descriptive photographs, limiting conditions and appropriate certifications.

Respectfully Submitted,



Mark H. McKeon  
NHCR-03  
President, Residential Appraiser

# Appraiser Independence Certification

File No.: 216M0052

Borrower: N/A  
Property Address: 21-36 Farmer Rd  
City: Hooksett County: Merrimack State: NH Zip Code: 03106  
Lender/Client: Manchester Water Works

I do hereby certify, I have followed the appraiser independence safeguards in compliance with Appraisal Independence and any applicable state laws I may be required to comply with. This includes but is not limited to the following:

- I am currently licensed and/or certified by the state in which the property to be appraised is located. My license is the appropriate license for the appraisal assignment(s) and is reflected on the appraisal report.
- I certify that there have been no sanctions against me for any reason that would impair my ability to perform appraisals pursuant to the required guidelines.

I assert that no employee, director, officer, or agent of the Lender/Client, or any other third party acting as joint venture partner, independent contractor, appraisal company, appraisal management company, or partner on behalf of the Lender/Client, influenced or attempted to influence the development, reporting, result, or review of the appraisal through coercion, extortion, collusion, compensation, inducement, intimidation, bribery, or in any other manner.

I further assert that the Lender/Client has never participated in any of the following prohibited behavior in our business relationship:

1. Withholding or threatening to withhold timely payment or partial payment for the appraisal report;
2. Withholding or threatening to withhold future business, or demoting or terminating, or threatening to demote or terminate my services;
3. Expressly or implicitly promising future business, promotions, or increased compensation for my services;
4. Conditioning the ordering of the appraisal report or the payment of the appraisal fee or salary or bonus on my opinion, conclusion or valuation reached, or on a preliminary value estimate requested;
5. Requesting an estimated, predetermined, or desired valuation in the appraisal report, prior to the completion of the appraisal report, or requesting estimated values or comparable sales at any time prior to the completion of the appraisal report;
6. Providing an anticipated, estimated, encouraged or desired value for the subject property, or a proposed or target amount to be loaned to the Borrower, except that a copy of the sales contract may have been provided if the assignment was for a purchase transaction;
7. Providing stock or other financial or non-financial benefits to me or any entity or person related to me, my appraisal or appraisal management company, if applicable;
8. Any other act or practice that impairs or attempts to impair my independence, objectivity or impartiality, or violates law or regulation, including but not limited to, the Truth in Lending Act (TILA) and Regulation Z, or the Uniform Standards of Professional Appraisal Practice (USPAP).

Additional Comments:

## APPRAISER:

Signature:   
Name: Mark H. McKeon  
Date Signed: 11/16/2016  
State Certification #: NHCR-03  
or State License #: \_\_\_\_\_  
or Other (describe): \_\_\_\_\_ State #: \_\_\_\_\_  
State: NH  
Expiration Date of Certification or License: 02/28/2018

## SUPERVISORY APPRAISER (only if required):

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date Signed: \_\_\_\_\_  
State Certification #: \_\_\_\_\_  
or State License #: \_\_\_\_\_  
State: \_\_\_\_\_  
Expiration Date of Certification or License: \_\_\_\_\_

USPAP ADDENDUM

File No. 216M0052

Borrower: N/A
Property Address: 21-36 Farmer Rd
City: Hooksett County: Merrimack State: NH Zip Code: 03106
Lender: Manchester Water Works

APPRAISAL AND REPORT IDENTIFICATION

This report was prepared under the following USPAP reporting option:

- [X] Appraisal Report A written report prepared under Standards Rule 2-2(a).
[ ] Restricted Appraisal Report A written report prepared under Standards Rule 2-2(b).

Reasonable Exposure Time

My opinion of a reasonable exposure time for the subject property at the market value stated in this report is: 3-6 Months

Exposure Time Statement reference USPAP AO 35 pg 195, line 12 :

USPAP defines exposure time as a retrospective opinion based on an analysis of past events assuming a competitive and open market. It is the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.

Additional Certifications

- [X] I have performed NO services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
[ ] I HAVE performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.

Additional Comments

APPRAISER:

Signature: Mark H. McKeon
Name: Mark H. McKeon
Date Signed: 11/16/2016
State Certification #: NHCR-03
or State License #:
or Other (describe): State #:
State: NH
Expiration Date of Certification or License: 02/28/2018
Effective Date of Appraisal: November 16, 2016

SUPERVISORY APPRAISER (only if required):

Signature:
Name:
Date Signed:
State Certification #:
or State License #:
State:
Expiration Date of Certification or License:
Supervisory Appraiser inspection of Subject Property:
[ ] Did Not [ ] Exterior-only from street [ ] Interior and Exterior

LAND APPRAISAL REPORT

File No. 216M0052

Borrower N/A Census Tract 0442.00 Map Reference See attached map  
 Property Address 21-36 Farmer Rd  
 City Hooksett County Merrimack State NH Zip Code 03106  
 Legal Description Merrimack County Registry of Deeds Book 3248, Page 708.  
 Sale Price \$22,000.00 Date of Sale 08/11/2016 Loan Term N/A yrs. Property Rights Appraised  Fee  Leasehold  De Minimus PUD  
 Actual Real Estate Taxes \$263.90 (yr.) Loan charges to be paid by seller N/A Other sale concessions N/A  
 Lender/Client Manchester Water Works Address 1581 Lake Shore Rd, Manchester, NH 03109  
 Occupant Vacant Land Appraiser Mark H. McKeon Instructions to Appraiser Provide an opinion of the subject property's market value.

**NEIGHBORHOOD**

Location	<input type="checkbox"/> Urban	<input checked="" type="checkbox"/> Suburban	<input type="checkbox"/> Rural	Employment Stability	Good <input checked="" type="checkbox"/>	Avg <input type="checkbox"/>	Fair <input type="checkbox"/>	Poor <input type="checkbox"/>
Built Up	<input checked="" type="checkbox"/> Over 75%	<input type="checkbox"/> 25% to 75%	<input type="checkbox"/> Under 25%	Convenience to Employment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Growth Rate	<input type="checkbox"/> Fully Dev.	<input type="checkbox"/> Rapid	<input checked="" type="checkbox"/> Steady	Convenience to Shopping	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Property Values	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining	Convenience to Schools	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Demand/Supply	<input type="checkbox"/> Shortage	<input checked="" type="checkbox"/> In Balance	<input type="checkbox"/> Over Supply	Adequacy of Public Transportation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marketing Time	<input type="checkbox"/> Under 3 Mos.	<input checked="" type="checkbox"/> 4-6 Mos.	<input type="checkbox"/> Over 6 Mos.	Recreational Facilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Present <u>75</u> % One-Unit	<u>1</u> % 2-4 Units	<u>1</u> % Apts	<u>2</u> % Condo	Adequacy of Utilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Land Use <u>   </u> % Industrial	<u>19</u> % Vacant	<u>   </u> %	<u>   </u> %	Property Compatibility	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Change in Present Land Use	<input checked="" type="checkbox"/> Not Likely	<input type="checkbox"/> Likely	<input type="checkbox"/> Taking Place(*)	Protection from Detrimental Conditions	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	(*)From <u>N/A</u> To <u>N/A</u>			Police and Fire Protection	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Predominant Occupancy	<input checked="" type="checkbox"/> Owner	<input type="checkbox"/> Tenant	<u>   </u> % Vacant	General Appearance of Properties	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
One-Unit Price Range \$ <u>100,000</u> to \$ <u>565,000</u>	Predominant Value \$ <u>275,000</u>			Appeal to Market	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
One-Unit Age <u>0</u> yrs. to <u>150</u> yrs.	Predominant Age <u>20</u> yrs.							

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise) See Attached Addendum

**SITE**

Dimensions See attached copy from tax map = 6.27 Acres  Corner Lot  
 Zoning Classification MDR - Medium Density Residential Present Improvements  Do  Do Not Conform to Zoning Regulations  
 Highest and Best Use  Present Use  Other (specify) \_\_\_\_\_  
 Elec.  Public  Other (Describe) \_\_\_\_\_  
 Gas  \_\_\_\_\_  
 Water  \_\_\_\_\_  
 San. Sewer  \_\_\_\_\_  
 Underground Elec & Tel  \_\_\_\_\_

**OFF-SITE IMPROVEMENTS**

Street Access	<input checked="" type="checkbox"/> Public	<input type="checkbox"/> Private
Surface	<u>Paved</u>	
Maintenance	<input checked="" type="checkbox"/> Public	<input type="checkbox"/> Private
<input type="checkbox"/> Storm Sewer	<input type="checkbox"/> Curb/Gutter	
<input type="checkbox"/> Sidewalk	<input type="checkbox"/> Street Lights	

Topo Level to rolling  
 Size Slightly large for the area  
 Shape Irregular - not adverse  
 View Site / Neighborhood  
 Drainage Appears adequate  
 Property located in a HUD identified Special Flood Hazard Area?  Yes  No

Comments (favorable or unfavorable including any apparent adverse easements, encroachments or other adverse conditions) See Attached Addendum

The undersigned has recited three recent sales of properties most similar and proximate to the subject and has to be considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than subject property, a minus (-) adjustment is made, thus reducing the indicated value of the subject, if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject.

**MARKET DATA ANALYSIS**

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	21-36 Farmer Rd Hooksett, NH 03106	17-20 Gulch Mountain Rd. Northwood, NH 03261	7-2 Old Chester Turnpike Chester, NH 03036	Lot 05-32 Loon Way Fremont, NH 03044
Proximity to subject		13.08 miles NE	7.92 miles SE	14.00 miles SE
Sales Price	\$ 22,000	\$ 25,000	\$ 11,500	\$ 25,500
Price \$/Sq. Ft.				
Data Source	Inspection/Town	MLS #4426296	MLS #4454796/Assessing Rclds	MLS #4463105/Deed
Date of Sale and Time Adjustment	DESCRIPTION	DESCRIPTION +(-) Adjust.	DESCRIPTION +(-) Adjust.	DESCRIPTION +(-) Adjust.
Location	Suburban	Rural 0	Suburban	Suburban
Site/View	Site / Neighborhood	Site/Nbhd	Site/Nbhd	Site/Nbhd
Site Size	6.27 Acres	4.98 Acres 3,000	6.00 Acres	6.00 Acres
Sales or Financing Concessions				
Net Adj. (Total)		<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 3,000	<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 0	<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 0
Indicated Value of Subject		Gross Adj: 12.0 % Net Adj: 12.0 % \$ 28,000	Gross Adj: 0.0 % Net Adj: 0.0 % \$ 11,500	Gross Adj: 0.0 % Net Adj: 0.0 % \$ 25,500

Comments on Market Data See Attached Addendum

Comments and Conditions of Appraisal See Attached Addendum

Final Reconciliation See Attached Addendum

**RECONCILIATION**

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE SUBJECT PROPERTY AS OF November 16, 2016 TO BE \$ 25,000

<b>APPRAISER</b>	<b>SUPERVISORY APPRAISER (if applicable)</b>
Signature <u>Mark H. McKeon</u>	Signature _____
Name <u>Mark H. McKeon</u>	Name _____
Title <u>President, Residential Appraiser</u>	Title _____
Date Report Signed <u>11/16/2016</u>	Date Report Signed _____
State Certification # <u>NHCR-03</u> State <u>NH</u>	State Certification # _____ State _____
State License # _____ State _____	State License # _____ State _____
Expiration Date of Certification or License <u>02/28/2018</u>	Expiration Date of Certification or License _____
Date of Inspection <u>11/16/2016</u>	<input type="checkbox"/> Did <input type="checkbox"/> Did Not Inspect Property Date of Inspection _____

Borrower: N/A	File No.: 216M0052	
Property Address: 21-36 Farmer Rd	Case No.:	
City: Hooksett	State: NH	Zip: 03106
Lender: Manchester Water Works		

**Definition of Market Value:**

Market Value is the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. a payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

There is a footnote in the Secondary Market appraisal forms that adjustments to comparable sales must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions.

The source of this definition may be found on Page 4 of this report form (Fannie Mae Form 1004 / Freddie Mac Form 70).

This definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC on June 7, 1994, and in the Interagency Appraisal and Evaluation Guidelines, dated October 27, 1994.

**Purpose of the Appraisal:**

The purpose of the appraisal is to develop an opinion of market value, as defined herein, of the real property that is the subject of this report, as of the effective date of appraisal. An appraisal is now defined as an opinion of value, and the word "opinion" supersedes the word "estimate" throughout this report.

**Intended User:**

The intended user of this appraisal is the client that is identified within the report.

**Intended Use:**

The intended use of this appraisal is to evaluate the property that is the subject of this appraisal for a mortgage

ADDENDUM

Borrower: N/A	File No.: 216M0052
Property Address: 21-36 Farmer Rd	Case No.:
City: Hooksett	State: NH
Lender: Manchester Water Works	Zip: 03106

financing transaction, subject to the stated scope of work, purpose of the appraisal, reporting requirements of this appraisal report form, and definition of market value. No additional intended users are identified by the appraiser. The appraisal and opinion of value shall not be utilized or relied upon by any buyer, seller, loan applicant or any third party. No contract shall be deemed to exist between said individuals and the appraiser. Any use of this appraisal report by any other user or for any other intended use is strictly prohibited.

**Scope of work:**

SCOPE OF WORK is defined by USPAP as: the type and extent of research and analyses applied to an appraisal assignment.

This is an Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice (USPAP). It presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation that is not provided with the report concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated in the report.

The subject is identified through a review of the deed (legal description), town/city records including tax maps, and site plans. If any of these sources are not available at the time of appraisal, the source deemed most credible by the appraiser will be relied upon. Unless otherwise stated, the appraiser has no knowledge of any hidden or unapparent conditions of the property that would make it more or less valuable, and the appraiser makes no guarantees, express or implied, regarding the land parcel being appraised. THE APPRAISER'S OPINION OF VALUE IS BASED ON THE EXTRAORDINARY ASSUMPTION THAT THERE ARE NO HIDDEN OR UNAPPARENT CONDITIONS.

The scope of this assignment includes research, collection an analysis of data as it relates to real estate activity in the subject's market area. Information is obtained from, but is not limited to, the following sources: Multiple listing service, town/city assessing offices, census tract data, registry of deeds, knowledgeable appraisers, real estate brokers/sales agents, parties involved in sales transactions, builders & developers, etc. When and if conflicting data was found, the source considered to be the most reliable was used.

The Sales Comparison, Cost and Income Approaches to value were considered in this appraisal. The Sales Comparison Approach is applicable to the valuation of the subject and was completed. Because the subject is undeveloped residential land, neither the cost nor income approaches to value are considered to be viable and therefore have not been developed in this report. It is the appraiser's opinion that the development of these approaches is not necessary to arrive at a credible assignment result.

**Exposure Time:** Exposure time is the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. (Comment: Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market)

The reasonable marketing time is an opinion of the amount of time it might take to sell a real property interest at the concluded opinion of market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time which is always presumed to precede the effective date of an appraisal.

**ADDENDUM**

Borrower: N/A	File No.: 216M0052	
Property Address: 21-36 Farmer Rd	Case No.:	
City: Hooksett	State: NH	Zip: 03106
Lender: Manchester Water Works		

By studying the sales of similar comparable properties, as well as discussions with individuals knowledgeable of current neighborhood trends in the subject area, the appraiser has concluded that the exposure time for the subject property is consistent with the marketing time noted in the Neighborhood section of this report. The marketing period concluded for the subject property at the appraiser's opinion of market value is also consistent with the marketing time noted in the Neighborhood section of this report.

**Highest and Best Use**

A property's Highest and Best Use must be physically possible, legally permissible, financially feasible and maximally productive.

The Dictionary of Real Estate Appraisal, published by the Appraisal Institute, defines Highest and Best Use of an improved property as follows: "the use that should be made of a property as it exists. An existing improvement should be renovated, or retained as is, so long as it continues to contribute to the total market value of the property, or until the return of a new improvement would be more than offset by the cost of demolishing the existing building and constructing a new one."

Premised upon that, the subject conforms to the criteria of this specific definition, therefore, as it exists is representative of its Highest and Best Use.

**Neighborhood Comments**

Hooksett is a conveniently located community in south/central New Hampshire. It is adjacent to Manchester, New Hampshire's largest city and major employment center. Hooksett also offers easy access to the state's highway system. All necessary services are conveniently located within a reasonable driving distance. No adverse conditions were observed.

**Site Comments**

The subject site is accessed via a 15' x 200' right of way across Map 21, Lot 48. This type of access is very unusual for the area. Because it does not have its own road frontage (and so it does not meet current zoning regulations), it is not considered to be a buildable lot. As such, this appraisal is based on the assumption that the subject only has value as recreational land only. If the town should, at some point in the future, grant approval for the subject site to be used as a building lot, the opinion of value set forth in this report would very likely be impacted.

No other unusual conditions were observed on the subject site.

**Comments on Sales Comparison**

Because it is relatively rare for undevelopable parcels of land to be transferred, it was necessary for the appraiser to select comparable sales from outside the subject town. All three comparable sales were unbuildable sites at the time of transfer. Sale 2 is closest in proximity, but the broker reported that the sellers had left the area and were anxious to sell the site. A police officer from an area town purchased it for recreational purposes. This sale is included in the report because it is in relatively close proximity to the subject and sold within a year of the effective date of this report. Sales 1 & 3 are more consistent with the appraiser's past observations of a typical value range for parcels of unbuildable land in Southern New Hampshire. As such, sales 1 & 3 have been weighted more heavily in arriving at the final opinion of value.

**Condition of Appraisal Comments**

Please see attached Certification and Statement of Limiting Conditions.

It is noted that this appraisal is based on the assumption that the subject is not a developable site. That is, it is not an approved building lot by the town of Hooksett. If the town did, at some point in the future, allow the subject to be used as a residential building lot, the opinion of value set forth in this report would very likely be impacted.

**Final Reconciliation**

The sales comparison approach is considered to be the best indicator of value as it best reflects the actions and attitudes of buyers and sellers, which is the essence of market value. Because the subject is undeveloped residential land, neither the cost nor income approaches to value are considered to be viable and therefore have not been developed in this report. It is the appraiser's opinion that the development of these approaches is not necessary to arrive at a credible assignment result. Maximum weight was assigned to the Sales Comparison Approach to value.

**ADDENDUM**

Borrower: N/A	File No.: 216M0052	
Property Address: 21-36 Farmer Rd	Case No.:	
City: Hooksett	State: NH	Zip: 03106
Lender: Manchester Water Works		

**DEFINITION OF MARKET VALUE:** The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions\* granted by anyone associated with the sale.

\*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the Appraiser's judgment.

## STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

**CONTINGENT AND LIMITING CONDITIONS:** The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc. ) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc. ) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated ) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

**APPRAISERS CERTIFICATION:** The Appraiser certifies and agrees that:

1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form.
4. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.
8. I have personally inspected the interior and exterior areas of the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

**SUPERVISORY APPRAISER'S CERTIFICATION:** If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

**ADDRESS OF PROPERTY APPRAISED:** 21-36 Farmer Rd, Hooksett, NH 03106

**APPRAISER:**

**SUPERVISORY APPRAISER (only if required)**

Signature: *Mark H. McKeon*  
 Name: Mark H. McKeon  
 Date Signed: 11/16/2016  
 State Certification #: NHCR-03  
 or State License #: \_\_\_\_\_  
 State: NH  
 Expiration Date of Certification or License: 02/28/2018

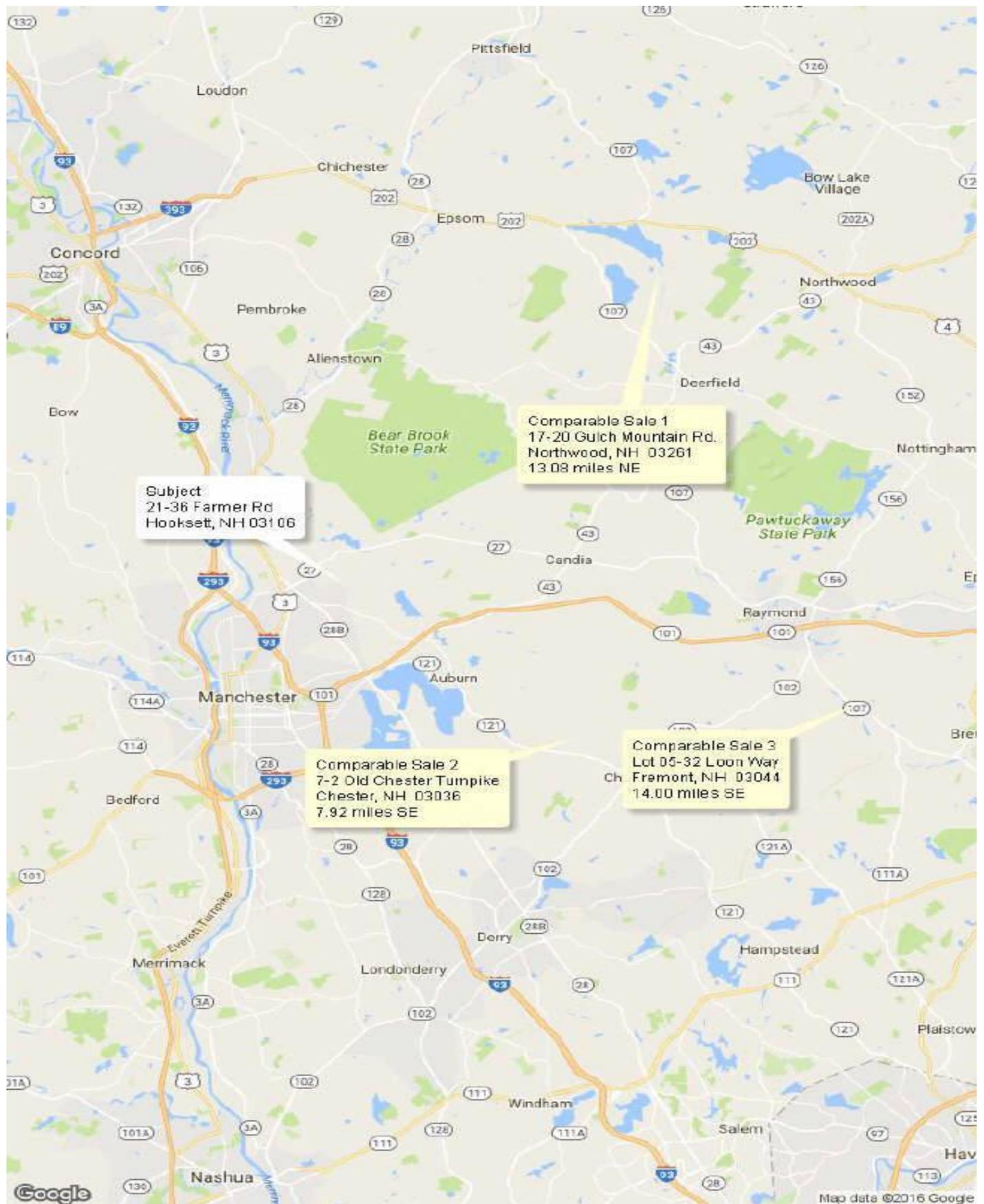
Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Date Signed: \_\_\_\_\_  
 State Certification #: \_\_\_\_\_  
 or State License #: \_\_\_\_\_  
 State: \_\_\_\_\_  
 Expiration Date of Certification or License: \_\_\_\_\_

Did  Did Not Inspect Property

LOCATION MAP

Borrower: N/A  
Property Address: 21-36 Farmer Rd  
City: Hooksett  
Lender: Manchester Water Works

File No.: 216M0052  
Case No.:  
State: NH  
Zip: 03106



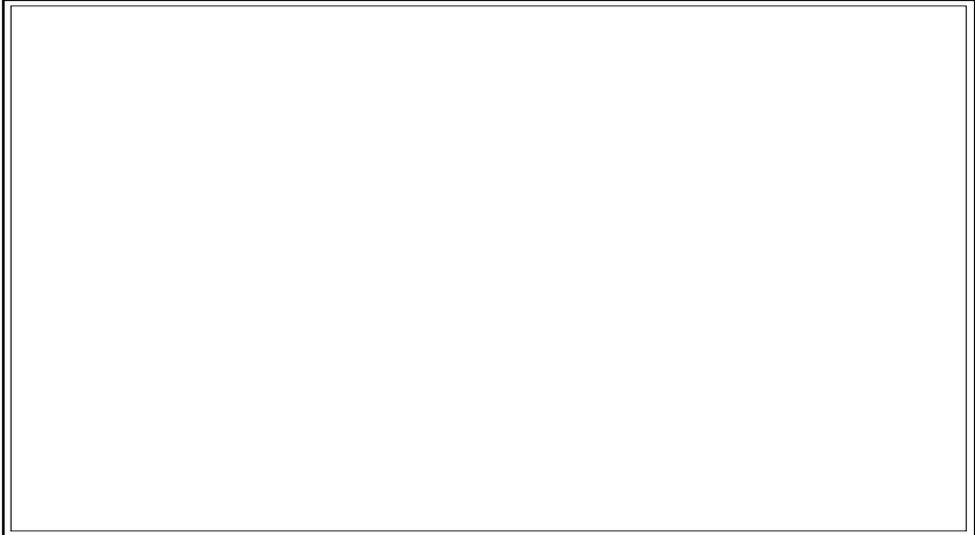
**SUBJECT PROPERTY PHOTO ADDENDUM**

Borrower: N/A	File No.: 216M0052	
Property Address: 21-36 Farmer Rd	Case No.:	
City: Hooksett	State: NH	Zip: 03106
Lender: Manchester Water Works		



**FRONT VIEW OF  
SUBJECT PROPERTY**

Appraised Date: November 16, 2016  
Appraised Value: \$ 25,000



**REAR VIEW OF  
SUBJECT PROPERTY**



**STREET SCENE**

Borrower: N/A  
Property Address: 21-36 Farmer Rd  
City: Hooksett  
Lender: Manchester Water Works

File No.: 216M0052  
Case No.:  
State: NH Zip: 03106



Subject street scene



View of access to subject site

COMPARABLE PROPERTY PHOTO ADDENDUM

Borrower: N/A

File No.: 216M0052

Property Address: 21-36 Farmer Rd

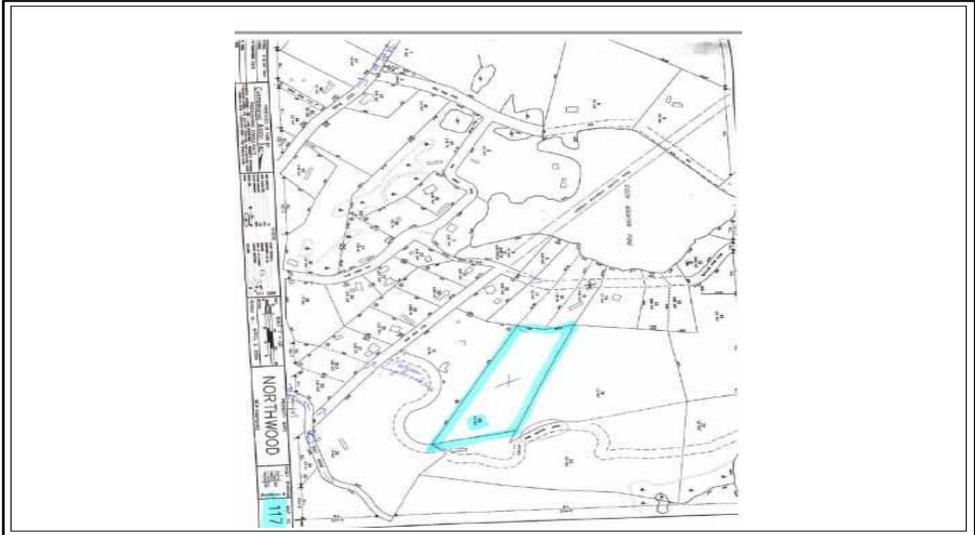
Case No.:

City: Hooksett

State: NH

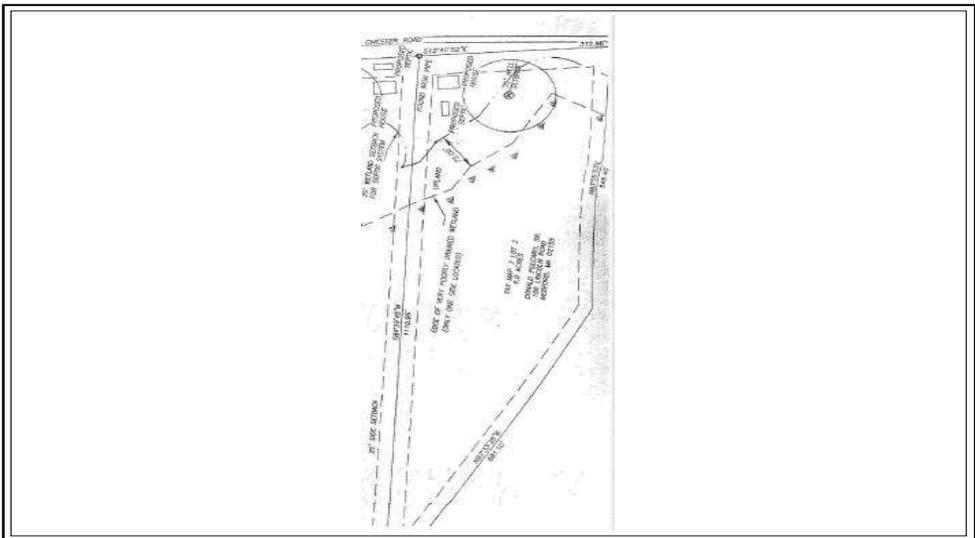
Zip: 03106

Lender: Manchester Water Works



COMPARABLE SALE #1

17-20 Gulch Mountain Rd.  
Northwood, NH 03261  
Sale Date: 10/05/2015  
Sale Price: \$ 25,000



COMPARABLE SALE #2

7-2 Old Chester Turnpike  
Chester, NH 03036  
Sale Date: 12/09/2015  
Sale Price: \$ 11,500

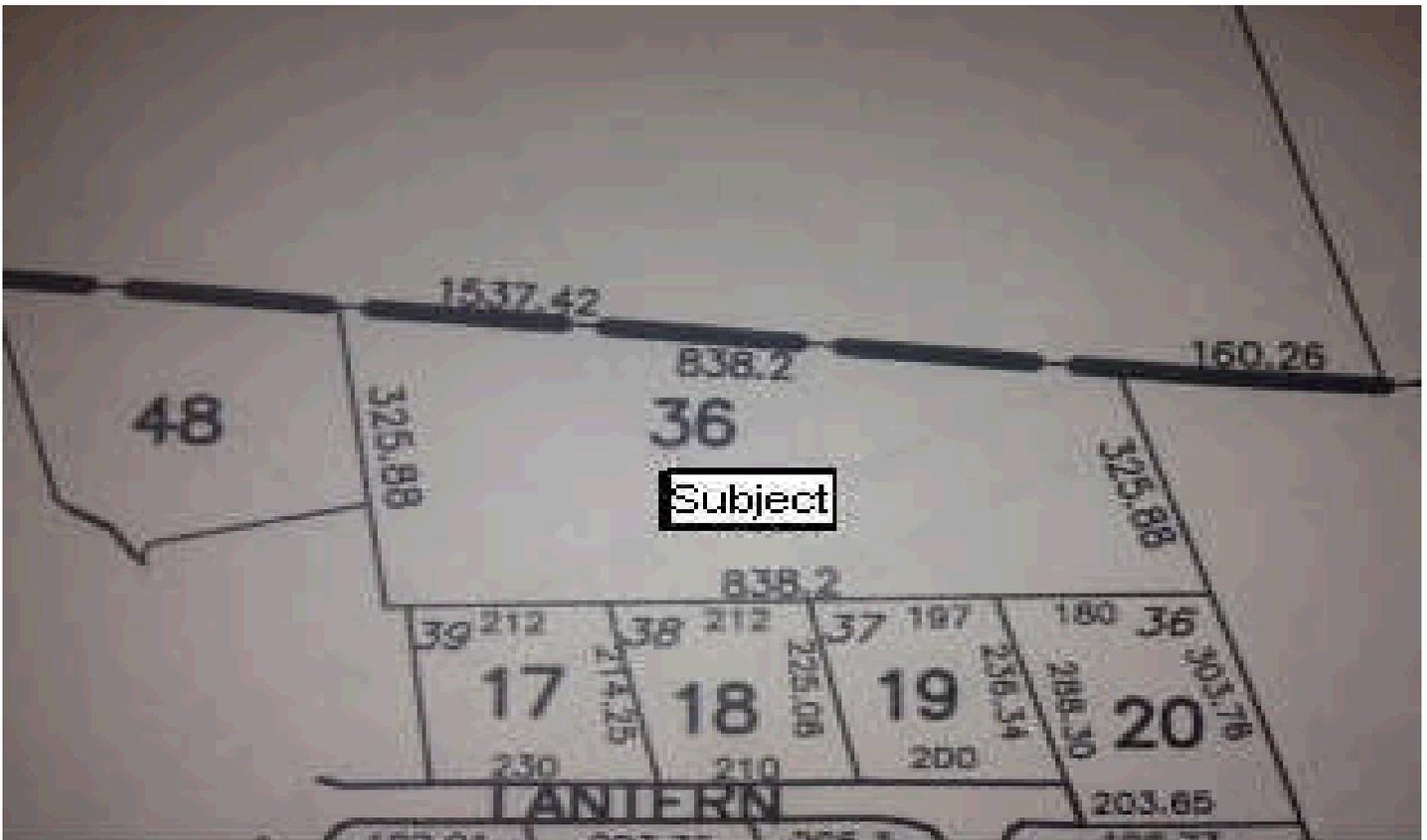


COMPARABLE SALE #3

Lot 05-32 Loon Way  
Fremont, NH 03044  
Sale Date: 08/05/2016  
Sale Price: \$ 25,500

Borrower: N/A  
Property Address: 21-36 Farmer Rd  
City: Hooksett  
Lender: Manchester Water Works

File No.: 216M0052  
Case No.:  
State: NH  
Zip: 03106



Borrower: N/A  
Property Address: 21-36 Farmer Rd  
City: Hooksett  
Lender: Manchester Water Works

File No.: 216M0052  
Case No.:  
State: NH Zip: 03106

### **REAL ESTATE PURCHASE AND SALES AGREEMENT**

This Real Estate Purchase and Sales Agreement ("Agreement") is made and entered into as of this 11<sup>th</sup> day of August, 2016 between **DEBORAH L. GADD, TRUSTEE OF THE CARL L. HARRISON TRUST** with a mailing address of P.O. Box 4765, Manchester, New Hampshire 03108 ("Seller") and the **CITY OF MANCHESTER, NEW HAMPSHIRE**, a municipal corporation, having a principal place of business at One City Hall Plaza, Manchester, County of Hillsborough, New Hampshire 03101, acting through its Water Department ("Buyer").

### **WITNESSETH**

**WHEREAS**, the Seller is the owner of certain real property known to the Town of Hooksett as Tax Map 31, Lot 36 located off Farmer Road, Hooksett, Merrimack County, New Hampshire ("Property") and

**WHEREAS**, the Buyer has agreed to purchase certain real property located off Farmer Road in Hooksett, New Hampshire;

**NOW, THEREFORE**, in consideration of the mutual promise contained herein and upon and for the other good and valuable consideration described herein and for the purpose stated herein the parties hereto mutually agree and covenant, one to the other, as follows:

**SECTION 1. CONVEYANCE BY SELLER.** The Seller agrees to sell and convey to the Buyer upon the terms and conditions hereinafter stated, certain real property located off Farmer Road, Hooksett, County of Merrimack, New Hampshire, more particularly described on Exhibit A attached hereto and made a part hereof ("Property"), together with all surface and subsurface rights appurtenant thereto.

**SECTION 2. DEED, STATE OF TITLE.** Conveyance shall be made subject only to restrictions of record and applicable municipal regulations, if any. Conveyance shall be made by a Warranty Deed conveying a good marketable title to the Property, free from all encumbrances except as aforesaid, and excepting also real estate taxes assessed upon the Property, which taxes shall be apportioned in the manner set forth below.

**SECTION 3. PURCHASE PRICE/APPLICATION.** The Buyer agrees to purchase the Property and to pay to the Seller Twenty Two Thousand and 00/100 Dollars (\$22,000.00) ("Purchase Price"), to be paid by check drawn from the Buyer's funds at the time of closing.

**SECTION 4. DELIVERY OF PROPERTY.** The Property shall be delivered by the Seller at the time of closing, free of the Sellers personal property and free of any exterior trash and debris.

**SECTION 5. CLOSING.** Unless another time and place shall be mutually agreed upon in writing, the conveyance of title and the payment of the Purchase Price pursuant to this Agreement shall take place at a location set by the Buyer on or before December 31, 2016 at a time set by the Buyer (such date being hereinafter called the "Closing Date"). The Seller shall be notified of the date and time of such closing by the Buyer.

Borrower: N/A  
Property Address: 21-36 Farmer Rd  
City: Hooksett  
Lender: Manchester Water Works

File No.: 216M0052  
Case No.:  
State: NH Zip: 03106

**SECTION 6.TAXES, ASSESSMENTS, AND OTHER CHARGES.** Real estate taxes assessed upon the Property shall be apportioned on the basis of the tax year during which said deed is delivered in such manner that the Seller shall pay or, allow to the Buyer as a credit against the Purchase Price that portion thereof that corresponds to the portion of said tax year accruing to the Buyer.

**SECTION 7.DUE DILIGENCE.** On or before November 30, 2016, the Buyer shall have a right to undertake at its sole cost and expense: engineering studies and inspections as it deems appropriate; soils investigations (including types and slopes and other subsurface and topographical characteristics); wetlands studies; endangered and/or threatened species (animal or vegetation); archeological and/or historical studies; a structural and mechanical systems investigation and inspection as it deems appropriate; an environmental site assessment of the Property and any monitoring wells existing on the Property; a review of all documents and plans applicable to the Property; a survey of the Property made by a surveyor or civil engineer of its own choosing and at its expense; Buyer shall notify Seller of any objections to the Property. If objections are found that are curable by the Seller the Closing Date may be extended, at the Buyer's discretion, so that those objections may be cured. If Seller elects not cure to the objections or fails to cure objections within the time allotted by the Buyer after the Closing Date, then Buyer may elect to treat the existence of any such objections as a failure of a condition precedent to Buyer's liabilities and obligations hereunder, and terminate the Agreement. Alternatively, the Buyer shall have the election, at that time, to accept such Property as is and the Seller can deliver and pay therefore the Purchase Price, without reduction.

**SECTION 8. SELLER'S TITLE.** On or before November 30, 2016 the Buyer, at Buyer's sole cost and expense, may cause the title of Seller to the Property to be examined by attorneys or other agents representing or acting on behalf of Buyer. Buyer shall inform Seller of any encumbrances, defects in title or other objections to the Property, or any portion thereof within the Review Period. If title objections are found that are curable by the Seller the Closing Date may be extended, at the Buyer's discretion, so that title objections may be cured. If Seller elects not to cure the title objections or fails to cure title objections within the time allotted by the Buyer after the Closing Date, then Buyer may elect to treat the existence of any such title objections as a failure of a condition precedent to Buyer's liabilities and obligations hereunder, and terminate this Agreement. Alternatively the Buyer shall have the election, at that time, to accept such title as the Seller can deliver and pay the Purchase Price, without reduction, in which case, the Seller shall deliver such title subject to the aforementioned defect(s). Notwithstanding, however, Seller shall be required to cure any monetary title objection up to the amount for the Purchase Price.

**SECTION 9.BROKERS.** The Seller and the Buyer warrant and represent each to the other that no real estate broker initiated or otherwise caused this transaction. Each party hereto agrees to indemnify the other against, and to hold harmless from, any liability for brokerage commissions of finders' fees in connection with the transaction contemplated hereby to the extent such liability shall be based upon arrangements or agreements made or claimed by third parties to have been made by or on behalf of the indemnifying party.

**SECTION 10.CONTINGENCY.** This agreement is contingent upon the Board of Mayor and

Borrower: N/A  
Property Address: 21-36 Farmer Rd  
City: Hooksett  
Lender: Manchester Water Works

File No.: 216M0052  
Case No.:  
State: NH Zip: 03106

Aldermen for the City of Manchester, New Hampshire and the Board of Water Commissioners approving the purchase of the Property. Should the Board of Mayor and Aldermen not approve the purchase of the Property and/or not approve funds for the payment of the purchase price this agreement shall be null and void at the election of the Buyer.

**SECTION 11.ENTIRE AGREEMENT.** This Agreement merges any and all understandings and agreements between the Buyer and the Seller with respect to the subject Property and shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns. If there shall be more than one Seller the agreements of the Seller hereunder shall be deemed to have been made jointly and severally.

**SECTION 12.NOTICES.** All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given, if mailed, by registered or certified mail, return receipt requested, or, if by other means such as hand delivery, when received by the other party at the address stated herein, or such other address as may hereafter be furnished to the other party by like notice. Notice or communication hereunder shall be deemed to have been received on the date delivered to or received at the Property of the addressee if hand delivered or other than by mail, and in the case of mail, upon the depositing of the same in the United States mail as above states (as evidenced, in the case of registered or certified mail, by the date noted on the return receipt).

**SECTION 13.SEPARABILITY CLAUSE.** Any part, provision, representation or warranty of the Agreement that is prohibited or which is held to be void or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

**SECTION 14.GOVERNING LAW.** This Agreement shall be construed and the obligations, rights, and remedies of the parties hereunder shall be determined according to the laws of the State of New Hampshire.

**SECTION 15.ASSIGNMENT OF AGREEMENT.** This Agreement cannot be assigned, pledged or hypothecated by Seller to a third party without the prior written consent of the Buyer.

**SECTION 16.WAIVER.** The failure of any party to insist upon strict performance of a covenant hereunder or of any obligation hereunder, irrespective of the length of time for which such failure continues, shall not be a waiver of such party's right to demand strict compliance in the future. No consent or waiver expressed or implied, to or of any breach or default in the performance of any obligation hereunder, shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation hereunder. No term or provision of the Agreement may be waived unless such waiver is in writing and signed by the party against whom such waiver is sought to be enforced.

**SECTION 17.CAPTIONS.** Titles or captions of Sections contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provisions hereof.

Borrower: N/A  
Property Address: 21-36 Farmer Rd  
City: Hooksett  
Lender: Manchester Water Works

File No.: 216M0052  
Case No.:  
State: NH Zip: 03106

IN WITNESS WHEREOF, the parties have executed this Agreement voluntarily as of the date first listed above.

**SELLER:**

**THE CARL L. HARRISON TRUST**

  
Witness

  
Deborah Gadd, Trustee  
*by Patricia Puccio Attorney*

**BUYER(S):**

**CITY OF MANCHESTER, NEW HAMPSHIRE**

  
Witness

  
Phil Croasdale, Director  
Manchester Water Department



Borrower: N/A  
Property Address: 21-36 Farmer Rd  
City: Hooksett  
Lender: Manchester Water Works

File No.: 216M0052  
Case No.:  
State: NH  
Zip: 03106

## State of New Hampshire

REAL ESTATE APPRAISER BOARD  
APPROVED TO PRACTICE AS A  
CERTIFIED RESIDENTIAL APPRAISER  
ISSUED TO: MARK H MCKEON



Certificate No: NHCR-03

EXPIRATION DATE: 02/28/2018

## State of New Hampshire

REAL ESTATE APPRAISER BOARD  
APPROVED TO PRACTICE AS A  
Certified Residential Appraiser  
ISSUED TO: MARK H MCKEON



Certificate No:  
NHCR-03

EXPIRATION DATE:  
02/28/2018

For additional information please contact the Board office at [dawn.couture@nh.gov](mailto:dawn.couture@nh.gov) or visit our web site at <http://www.nh.gov/nhreb>



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

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

*Timothy J. Clougherty*  
*Deputy Public Works Director*

*Frederick J. McNeill, P.E.*  
*Chief Engineer*



*Commission*  
*Hal Sullivan*  
*Rick Rothwell*  
*Bill Skouteris*  
*Toni Pappas*  
*Patrick Robinson*

**CITY OF MANCHESTER**  
*Department of Public Works*  
*Environmental Protection Division*

September 12, 2016

Lands and Building Committee  
c/o City Clerk  
One City Hall Plaza  
Manchester, NH 03101

Subject: **Recommendation to Retain City Ownership  
of Railroad Corridor at 399 Silver Street**

Dear Committee Members,

As we discussed at your recent August 16<sup>th</sup> meeting, the Environmental Protection Division (EPD) respectfully recommends that the rail corridor along 399 Silver Street be retained in City ownership. The EPD has long standing infrastructure plans for this rail corridor that will be in direct conflict with the private sale and use of this parcel.

As mandated by the Environmental Protection Agency, the EPD developed a master plan to address combined sewer overflows (CSOs) on the city's east side. This plan was developed in 2010 working in close collaboration with several city departments including Planning and Community Development, Parks and Recreation, and the DPW. A key master plan recommendation is the use of this railroad corridor from Elm Street to Mammoth Road to relocate Cemetery Brook the city's main drainage channel (please see Figure No. 1 attached). The relocation of Cemetery Brook will be one of the largest construction projects the city has ever undertaken with large volume box culverts installed up to 25-ft deep. Design work for this project is scheduled to start in 2017. Construction at this Silver Street location is scheduled to start in eight to ten years. After construction is completed, EPD plans to restore this rail corridor as a walking/bike trail to complement the city's ongoing rail-to-trail program (please see Figure No. 2 attached).

Relinquishing ownership of the property prior to construction of the CSO project will create significant future challenges for EPD. The excavation required to install box culverts 20-ft deep in this Silver Street location will effectively render the site unusable for the period of construction. In addition, a utility easement will have to be negotiated with the new owner which can be time consuming, contentious, and expensive for EPD. If an easement is not successfully negotiated, the entire routing of the relocated Cemetery Brook could be impacted.

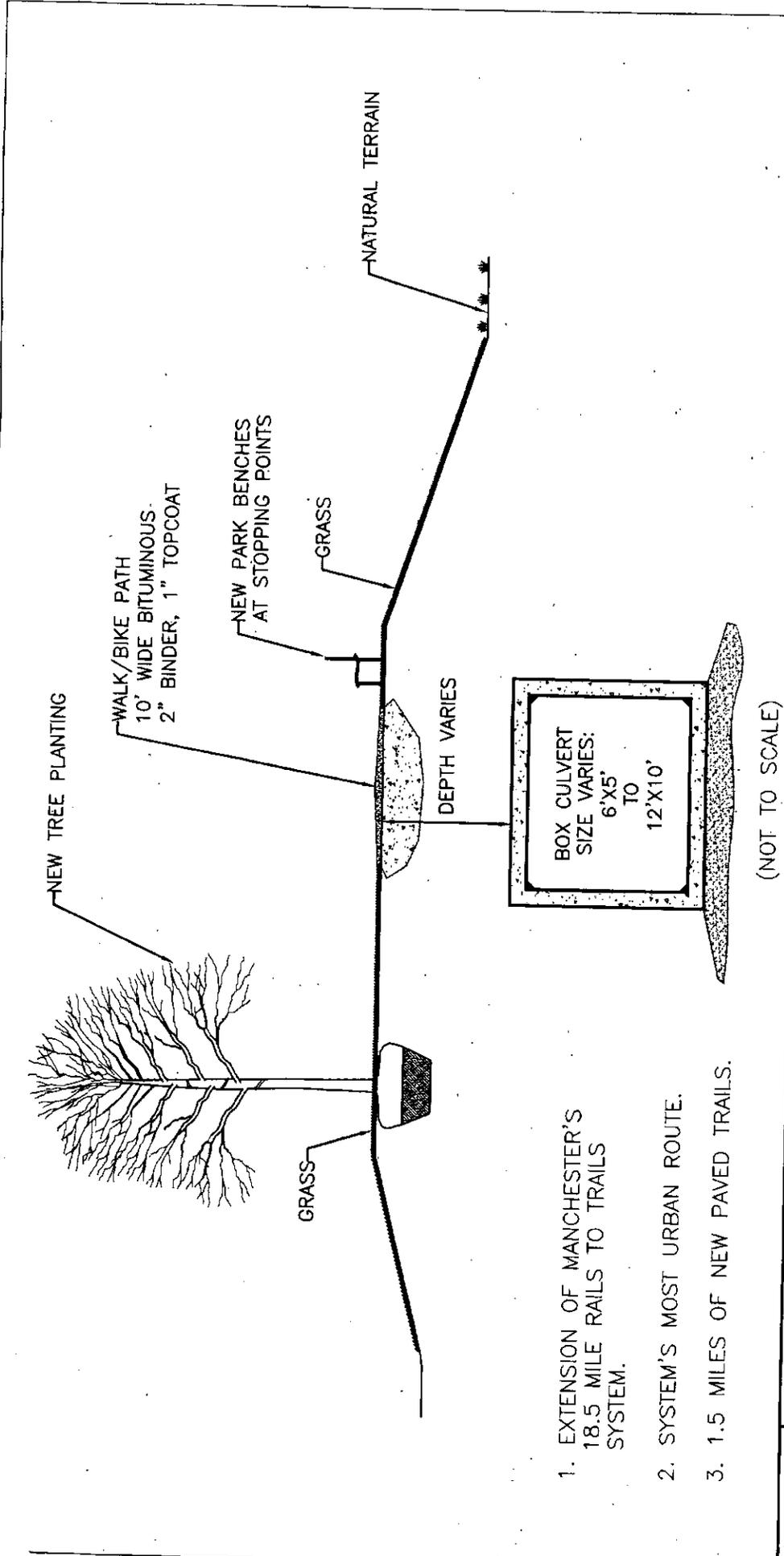
In closing, the EPD working in close collaboration with other departments and the Board of Mayor and Alderman received city wide support of our 2010 CSO Master Plan. To relinquish ownership of this critical railroad corridor parcel could negatively impact the entire CSO Master Plan. Thank you for your consideration of EPD's recommendation for the city to retain ownership of this parcel of land.

Sincerely,

  
Frederick J. McNeill, P.E.  
Chief Engineer

Attachments:





- 1. EXTENSION OF MANCHESTER'S 18.5 MILE RAILS TO TRAILS SYSTEM.
- 2. SYSTEM'S MOST URBAN ROUTE.
- 3. 1.5 MILES OF NEW PAVED TRAILS.

(NOT TO SCALE)

CITY OF MANCHESTER, NEW HAMPSHIRE  
 REVISED LONG-TERM CONTROL PLAN  
 JUNE 2011  
 FIGURE NO. 2

**GREEN INFRASTRUCTURE  
 PROPOSED BIKE PATH/BOX CULVERT CROSS SECTION**





**CITY OF MANCHESTER**  
**PLANNING AND COMMUNITY DEVELOPMENT**

Leon L. LaFreniere, AICP  
 Director

Planning & Land Use Management  
 Building Regulations  
 Code Enforcement Division  
 Community Improvement Program  
 Zoning Board of Adjustment

Pamela H. Goucher, AICP  
 Deputy Director Planning & Zoning

Michael J. Landry, PE, Esq.  
 Deputy Director Building Regulations

August 25, 2016

Alderman Patrick Long, Chairman  
 Committee on Lands and Buildings  
 Board of Mayor and Aldermen  
 One City Hall Plaza  
 Manchester, New Hampshire 03101

**Re: Revocable Licenses Granted in Portsmouth Branch Railroad Corridor**

Dear Chairman Long and Honorable Committee Members:

The purpose of this letter is to respond to the Committee on Lands and Buildings' request for a list of encroachments on the corridor of the former Portsmouth Branch Railroad. More specifically, this letter provides a list of revocable licenses granted, and one instance of fee-simple ownership conveyed, by the City of Manchester to private entities for their use of the corridor.

As you are aware, the Planning and Community Development Department becomes involved in requests from private parties that apply to the City for acquisition of property rights in the corridor. The Department has maintained records of such requests, and I believe that I have found all of those records within the Department. I have also worked with Deputy Solicitor Thomas Arnold to incorporate his records into this list. I also checked with Richard Matz, the Chief of Survey at DPW, to see if he had any records of licenses granted in the corridor. Although I have tried to be thorough, I cannot guarantee that there are not records held outside of my department regarding the corridor that I have not found. I believe that Attorney Arnold would place a similar caveat on the information that he provided.

**Revocable Licenses Granted, and One Fee-Simple Ownership Conveyed, by the City  
 in the Portsmouth Branch Railroad Corridor**

Address	Tax Map-Lot	Right Granted	Year	Owner
Maple Street, 118	361-1	Revocable License	2006	J.C.'s Auto Sales
Silver Street, 399	356-1A	Revocable License	2013	Robert Provencher
Valley Street, 696	128-1A	Revocable License	2014	Hai Pham
Hayward Street, 680	101-8	Revocable License	2014	RSCC Aerospace
Belmont Street, 290	128-1	Revocable License	2015	290 Belmont Street, LLC
Wilson Street, 267	342-19	Fee Simple Ownership	2015	Carl J. Luongo Trust

The list above does not include license applications that were not granted. It also does not include license applications and grants for the Goffstown Branch Railroad right-of-way or for revocable licenses granted outside of railways. None of this information seemed relevant to your request, but I can provide it upon request.

Please feel free to contact me if you have any questions. Planning Department staff will be available at your next meeting, should you want to discuss this information.

Sincerely,

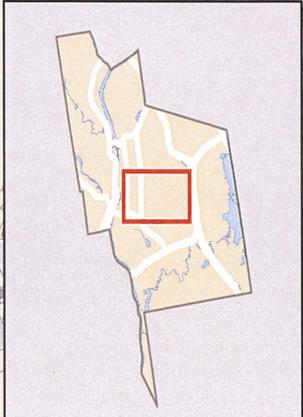
A handwritten signature in blue ink, appearing to read "Jeff Belanger", with a long horizontal flourish extending to the right.

Jeffrey Belanger, AICP  
Senior Planner  
Manchester Planning and Community Development Department

Cc: Kevin Shepard, Director of Public Works  
Robert Gagne, Chairman, Board of Assessors  
Thomas Arnold, Deputy City Solicitor  
File

# Physical Encroachments within the City-Owned Railway Corridor

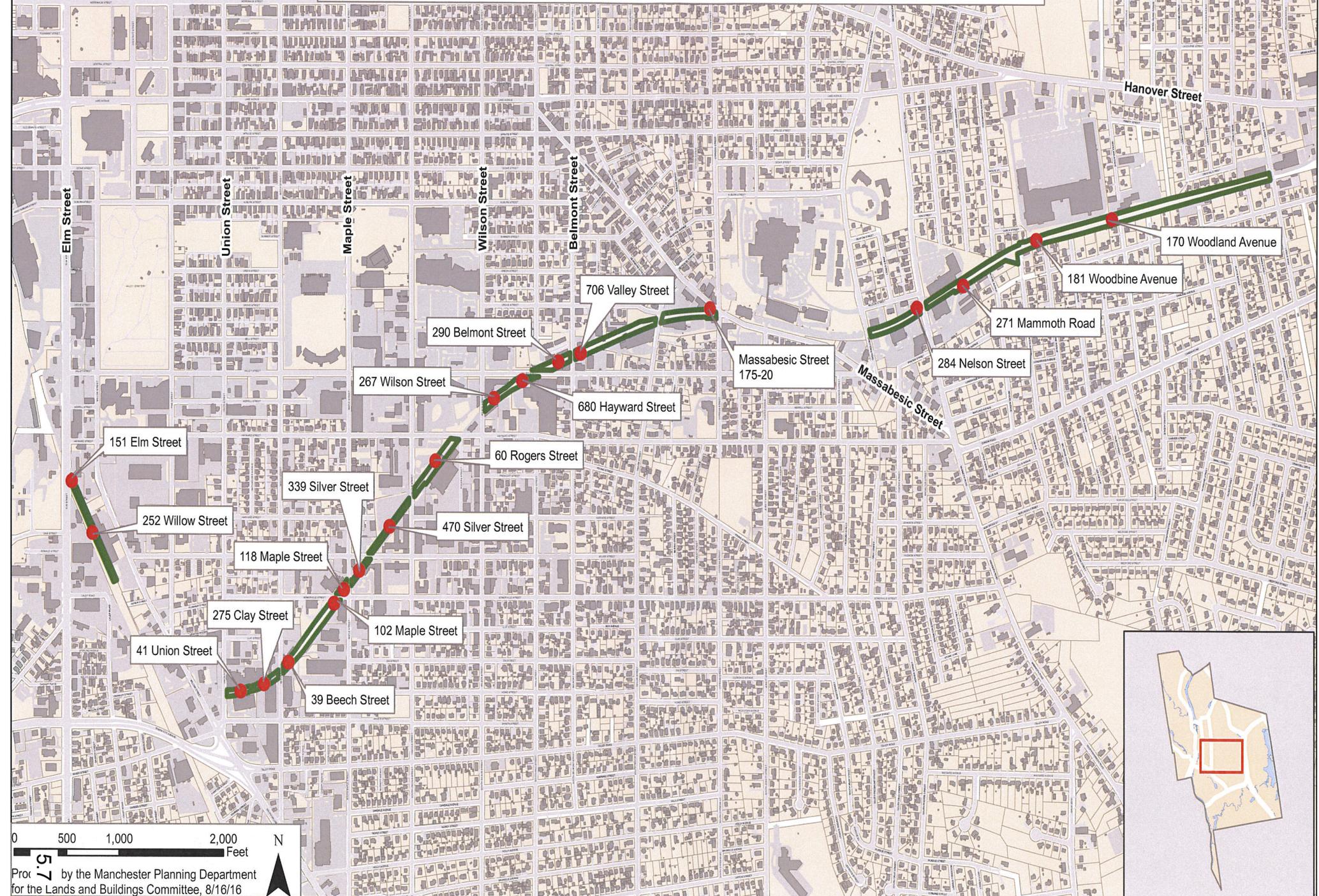
as shown on 2010 aerial photography and City GIS parcel lines



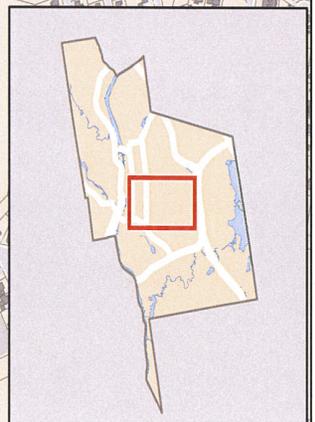
Prepared by the Manchester Planning Department for the Lands and Buildings Committee, 8/16/16

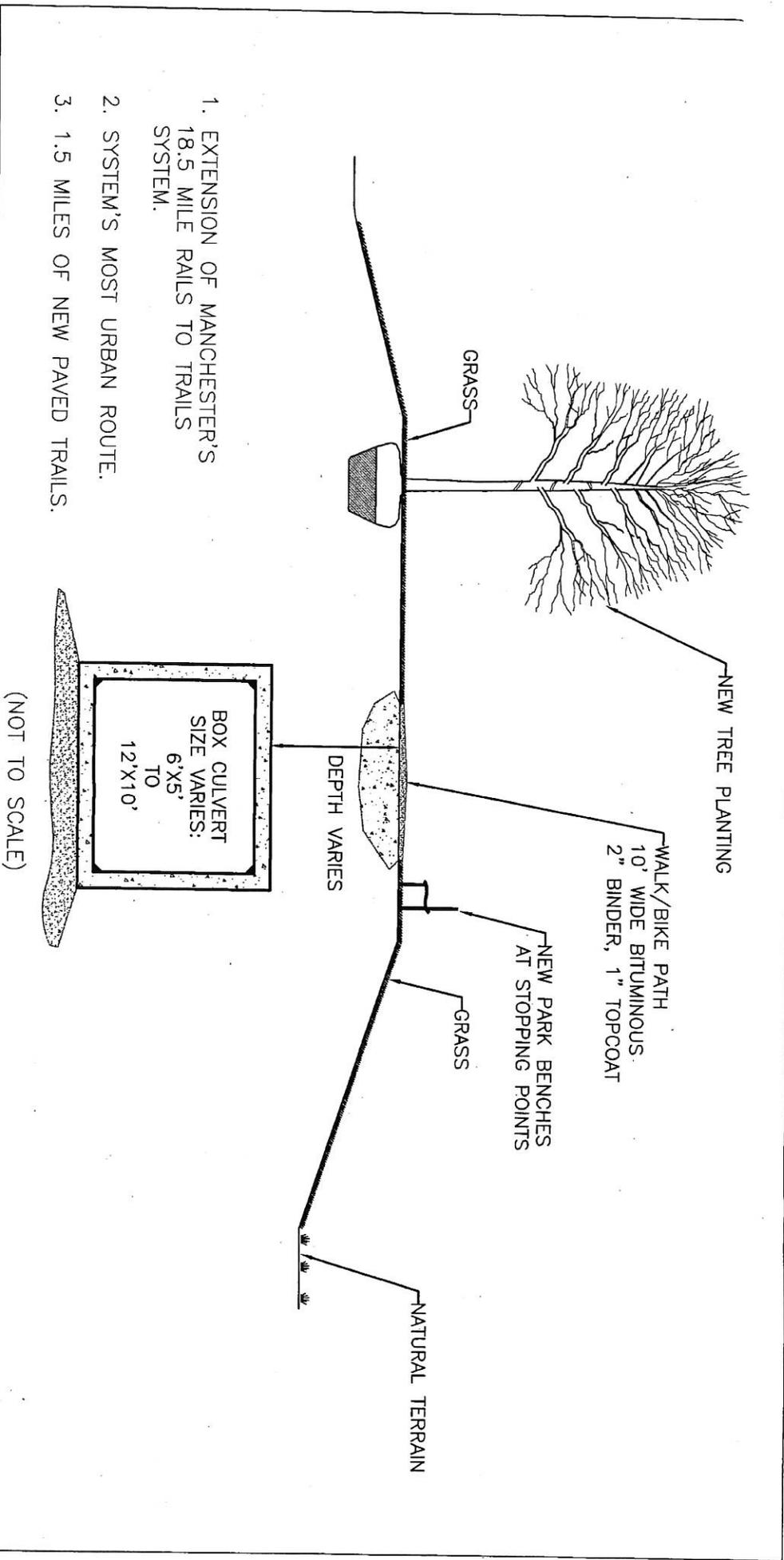
# Physical Encroachments within the City-Owned Railway Corridor

as shown on 2010 aerial photography and City GIS parcel lines

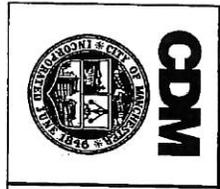


Prepared by the Manchester Planning Department for the Lands and Buildings Committee, 8/16/16





1. EXTENSION OF MANCHESTER'S 18.5 MILE RAILS TO TRAILS SYSTEM.
2. SYSTEM'S MOST URBAN ROUTE.
3. 1.5 MILES OF NEW PAVED TRAILS.



**CDM**

**GREEN INFRASTRUCTURE**

**PROPOSED BIKE PATH/BOX CULVERT CROSS SECTION**

**CITY OF MANCHESTER, NEW HAMPSHIRE**

**REVISED LONG-TERM CONTROL PLAN**

**JUNE 2011**

**FIGURE NO. 3**





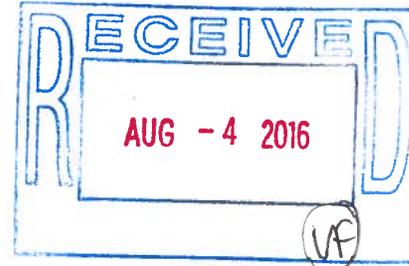
THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.  
Assistant Commissioner

July 29, 2016

Mayor Theodore Gatsas and City Alderman  
1 City Hall Plaza  
Manchester, NH 03101-2097



Re: City of Manchester – Land Sale, Provencher (399 Silver St.)  
Portsmouth Branch Railroad Corridor

Dear Mayor and Alderman:

This letter is in response to correspondence from Ben Nardi at TRR Commercial (5 Heartwood Lane, Suite, Concord, NH) who has represented himself as the buyer’s agent and indicated that the City of Manchester seeks the State’s approval to sell a parcel (map 356-lot 1A) of the Portsmouth Branch Railroad corridor to his client.

It is understood that the City proposes the sale of this parcel that the State sold to the City in 2001 and was recorded as part of the 2001 Deed, Book 6561, Pages 1308-1310. Additionally, as noted in the recorded deed, as part of this sale the State retained the right of approval for any future disposal and the State retained a transportation easement. Therefore, the State would not object to the City’s sale of this parcel contingent on the following requirements being met:

1. The State’s transportation easement on the subject parcel must remain in effect and run with the land.
2. The buyer must agree to restrictions on excavation within the parcel or, if alterations to the current conditions are to undertaken as stipulated in the aforementioned deed, the buyer submit a request for review by the Federal Highway Administration relative to Section 106 of the National Environmental Policy Act.
3. The City shall provide to the State a copy of the proposed deed for review prior to the Sale Closing.

Contingent on the above noted requirements being met, the State would not object to the sale of the subject parcel. If the City has additional questions or concerns relative to this parcel, please contact NHDOT Railroad Planner Louis Barker at 271-2425 or [lbarker@dot.state.nh.us](mailto:lbarker@dot.state.nh.us).

Sincerely,

Patrick Herlihy  
Director  
Division of Aeronautics, Rail & Transit

Cc: Ben Nardi

August 8, 2016

Alderman Patrick Long, Chairman  
Committee on Lands and Buildings  
c/o City Clerk's Office  
One City Hall Plaza  
Manchester, NH 03101

RE: Map: 356 Lot: 1A Silver Street, Manchester, NH

Dear Mr. Chairman,

Attached please find letter addressed to the Mayor which contains the DOT consent to a sale of this portion of the RR land as identified and shown on City tax Map 356-1A as outlined by the assessor in 2013 to Mr. Provencher subject to the restrictions as described in the DOT deed to the City namely the language as follows:

**" Excepting and reserving to the State of New Hampshire by or through its Department of Transportation of any successor agency, a transportation easement, 30 feet in width, crossing all the above described parcels for any mode of public travel, including but not limited to , vehicular, railroad, bus, or other forms of mass transit, pedestrian, bicycle, snowmobile (not including motorcycles) or other form of recreational travel".**

It was determined that it would be best to keep the lot as shown as Map 356-1A and not to play with the line and to keep it as it is.

Request is hereby made to be placed on the agenda at your next regularly scheduled meeting to discuss the matter in further detail.

This conveyance of lot 356-1A would not interfere with future bike trail plans and protects the City and Dot for future use of the parcel per the intent of these restrictions. Mr. Provencher is willing to purchase the property subject to these conditions and easement.

I know there has been mention of selling portions of the RR land would set a "precedent" however it is expressly stated in your deed from DOT that you can sell portions of the abandoned railroad corridor so long as you get approval from the DOT. The sale of portions of this land was contemplated and expected by the DOT. If they wanted to restrict any sale of this land they would not have included any such language in the deed or would have made it clear by language in the deed stating that the City would be barred from selling portions of this land which it did not do. Thus you are not setting precedent but doing what your deed allows you to and what was contemplated by the DOT.

This sale generates income from the purchase price to be paid by Mr. Provencher and possibly others and puts it legitimately on the tax rolls moving forward. I would like to also address the matter of what happened to Mr. Provencher in getting the revocable license agreement for use of the parking lot. Certain representations were made to the Committee by the assessors office that quite a few other people with license agreements are paying the "taxes" for the use of the land however I am unable to find any actually doing so. Would it be possible to request from the assessor to prepare a list of Licensees and the "taxes" charged for the use of the land and whether or not he has in fact collected any payments from these licensees.

Obviously Mr. Provencher is ready willing and able to pay for the taxes on this parcel once transferred to him but the manner in which he was arbitrarily charged and assessed taxes for using this parcel via the license agreement is unusual and out of the norm. The purchase price to be determined and paid at closing would certainly offset any of the past disputed charges. Any clarification on this at the next meeting would be most helpful in getting a handle on what is really going on with Licensees using this land.

Along these lines and knowing that there are a good number of people using portions of this RR land without authority and or License. As a result of my research and review of the current state of affairs concerning this RR Corridor I prepared a Proposal which I delivered to the Mayor a few months ago, I have attached a copy for your review.

I believe it would be in the best interests of the City to identify each user on the RR Corridor and then notify them that they have an option to purchase the property subject DOT approval and or in the alternative pay a License Fee for the use of same equal to the tax assessed on the area of the land they are using. I would think the users would be more receptive to purchase the property subject to the DOT easement and this would generate considerable revenue dollars to the City and put all the land being used on the tax rolls.

I think it may be appropriate to get a good grasp on exactly who are using portions of this RR Corridor land without authority and identify who are using it with authority. These people should be paying and or buying the property.

I have held off on getting the formal survey done on the parcel in question until such time as the Board of Mayor and Alderman vote on whether or not to approve the sale of this lot as outlined. At that time if favorable I will complete the formal survey and get a deed description. The Assessor has laid the lot 356-1A out very well as shown on the City Assessor Map and it is clearly identified for the purposes of moving forward.

If you have any questions and or comments kindly contact me at your convenience to discuss.

Respectfully submitted,

Ben Nardi

Agent for Robert Provencher

Tel: 603-234-8074

email: bntower@cs.com

cc: Robert Provencher

To: City of Manchester  
Honorable Ted Gatsas, Mayor  
One City Hall Plaza  
Manchester, NH 03101

From: Ben Nardi  
Tower Residential Realty Commercial  
69 Brook Street  
Manchester, NH 03104

**PROPOSAL TO SELL PORTIONS OF THE ABANDONED  
PORTSMOUTH BRANCH RAILROAD CORRIDOR**

Now comes Ben Nardi a licensed real estate broker in the State of New Hampshire and states as follows in support of this Proposal.

1. That in January of 2002 the State of New Hampshire by way of quitclaim deed transferred all of its interest in and to a portion of the abandoned Portsmouth Branch railroad corridor.
2. That the quitclaim deed states that the City of Manchester agrees to the following;
  - 1.) The City of Manchester shall use and manage the abandoned railroad corridor as a recreational trail for use by the general public.
  - 2.) Any future alterations by the City of Manchester to the abandoned railroad corridor shall necessitate review by the Federal Highway Administration relative to Section 106 historic review process.
  - 3.) The City of Manchester must obtain approval from the New Hampshire Department of Transportation before selling any portion of the abandoned railroad corridor.

3. That the property is identified by the City Assessor as being Map 0473 Lot 0046 consisting of approximately 603,742 SF or 13.86 acres.
4. That this railroad corridor has been modified from its original use and form by many of the abutters of said land.
5. That many of these abutters have properly obtained Revocable License Agreements from the City for use of this land subject to the City Policy regarding Private Sector Use of the Former Portsmouth Branch Railroad Line Right of Way.
6. That I have been actively involved in dealing with the Department of Transportation Railroad Division and the Federal Historic Section 106 Review Process regarding portions of this abandoned Portsmouth Branch railroad corridor land.
7. That it has been found that portions of this corridor have been altered which does not now necessitate formal review in conformity with the 106 Review Process. An informal review is usually done and a waiver from the formal review process is granted.
8. That the Department of Transportation has given its consent to sell portions of this corridor land and are mainly concerned that its 30 ft wide transportation easement be preserved.
9. That it has been this writers experience that the private sector licensees are only using a portion of the licensed land which taken as a whole usually is of sufficient size to satisfy the transportation easement concerns of the Department of Transportation.
10. That TRR Commercial is recommending that it be retained by the City to identify all current abutters and licensees using said former railroad land and negotiate with potential purchasers for the sale of each parcel.
11. That each abutter, licensee shall be given the right to purchase said land subject to the Department of Transportations right of way and further subject the conditions as outlined in the deed to the City referred to in paragraph 2 of this proposal.

12. That all interested purchasers shall bear all costs related to said purchase.
13. That the City Assessor shall make recommendation of a current market value of said property per square foot and set a sale price for the land per square foot.
14. That recently the City Assessor set a value for similar former rail road land at \$5.00 per square foot.
15. That the former railroad corridor consists of over 603,742 SF and thus a minimum return on the sale of said land assuming all is sold would generate \$3,018,710.00 in revenue for the city.
16. That all property sold would now be subject to property Tax and generate tax revenue on an annual basis.
17. That TRR Commercial shall be paid a consulting fee to identify and negotiate with potential purchasers for the sale of this land. Said consulting fee to be agreed to by and between the City and TRR Commercial.
18. That any and all land identified will have to be declared surplus land by the Board of Mayor and Alderman in order to effectuate the sale of same.
19. That TRR Commercial in addition to its consulting fee shall be paid a commission equal to 10% of the purchase price for bringing about the sale of each parcel to be paid by the purchaser at closing.

Respectfully submitted  
TRR Commercial

Dated: June 3, 2016

---

Ben Nardi  
Broker

April 18, 2016

Alderman Patrick Long, Chairman  
Committee on Lands and Buildings  
c/o City Clerk's Office  
One City Hall Plaza  
Manchester, NH 03101

RE: Map: 356 Lot: 1A Silver Street, Manchester, NH

Dear Mr. Chairman,

Please be advised that I represent Robert Provencher DBA My Friends Pub owner of 399 Silver Street, Manchester, NH.

Attached please find Mr. Provencher's formal Petition to Recommend Map: 0356 Lot: 0001A Surplus Land and Recommendation for Sale of Surplus Land to Abutter for filing with the Committee.

I would respectfully request that this matter be placed on the Committee's agenda for hearing and discussion its next regularly scheduled meeting and be advised Mr. Provencher and myself would like to be present at said meeting.

Kindly contact me at your earliest convenience via telephone or email show below to confirm a convenient time and date to meet with the Committee.

Thank you for your attention with regard to this matter.

Very truly yours,

*Bernard Nardi*

Bernard Nardi  
Agent for Robert Provencher  
Tel: 603-234-8074  
email: bntower@cs.com

cc: Robert Provencher

April 18, 2016

Alderman Patrick Long, Chairman  
Honorable Members  
Committee on Lands and Buildings  
One City Hall Plaza  
Manchester, NH 03101

**Re: Map:0356 Lot: 0001A Silver Street**

**Petition to Recommend Finding Map: 0356 Lot: 0001A Surplus Land  
and Recommendation for Sale of Surplus Land to Abutter**

Now comes your Petitioner Robert Provencher DBA My Friends Pub owner of 399 Silver Street, Manchester who respectfully submits the following in support of this petition to recommend to the Board of Mayor and Alderman that the above referenced parcel of property be declared surplus land and further recommend to said Board that the parcel be sold to Petitioner the abutting property owner;

1. That Petitioner purchased the property known as 399 Silver Street from the Disabled American Veterans, Chapter No. 1 on April 15, 2013 as evidenced and recorded in the Hillsborough County Registry of Deeds at Book 8548 Page 2321 and further identified and known as Map 356 Lot 1.

2. That at the time of closing Petitioner discovered that the on site parking field was not owned by the Disabled American Veterans and was in fact owned by the City of Manchester being a portion of the 13.86 acres formerly owned by the Boston and Maine Corporation as shown on Map 473 Lot 46 transferred to the City by the NH Dept of Transportation on December 14th 2001 and recorded in the Hillsborough County Registry of Deeds on January 11, 2002 at Book 6561 Page 1308. (see attached Exhibit A).

3. That the Deed from the NH Department of Transportation contains the following restrictions;

a.) The City of Manchester shall use and manage the abandoned railroad corridor as a recreational trail for use by the general public.

b.) Any future alterations by the City of Manchester to the abandoned railroad corridor shall necessitate review by the Federal Highway Administration relative to section 106 historic review process.

c.) The City of Manchester must obtain approval from the New Hampshire Department of Transportation before selling any portion of the abandoned railroad corridor

Excepting and Reserving to the State of New Hampshire by or through its

Department of Transportation of any successor agency, a transportation easement, 30 feet in width, crossing all the above-described parcels for any mode of public travel, including, but not limited to, vehicular, railroad, bus, or other form of mass transit, pedestrian, bicycle, snowmobile (not including motorcycles) or other form of recreational travel."

4. That Petitioner learned the Disabled American Veterans on April 4, 2006 obtained a Revocable License Agreement from the City of Manchester for a portion of the former Portsmouth Branch rail line which abuts 399 Silver Street to supplement its insufficient on-site parking needs.

5. That the Disabled American Veterans at some point prior to receiving its Revocable License Agreement from the City paved and striped a portion of said land for private parking which consists of approximately 24 parking spaces.

6. That the Petitioner soon after the purchase of the property learned that the Revocable License Agreement was not transferable and then on July 3, 2013 caused to be filed with this Committee an application for Private Sector Use of Former Portsmouth Branch Rail Right-of-Way Line requesting a Revocable Land License for use of the paved and striped portion of the land for customer parking due to insufficient on-site parking . (See attached Exhibit B)

7. That on September 3, 2013 this Committee recommended to the Board of Mayor and Alderman that a revocable land license be granted to the Petitioner. (See attached Exhibit C)

8. That the Committee further noted that the Petitioner be responsible for paying property taxes.

9. That the condition Petitioner be responsible for the payment of property taxes was referred to the Board of Assessors for a determination and review.

10. That the Board of Assessors determined that the original City of Manchester Policy Regarding Sector Use of the Former Portsmouth Branch Line Right-of-Way contained no provision or mention of fees or rent for the use of the Right-of Way and recommended that the Committee should consider revisiting this Policy if rent is to be now charged in light of the fact that there are many other users of the Right-of-Way that do not and have never been charged rent or required to pay the property taxes for use of Right-of-Way property. (See attached Exhibit D)

11. That the Board of Mayor and Alderman on September 3, 2013 voted to accept the Committee's report and granted a revocable land license to the Petitioner.

12. That unbeknownst to Petitioner the City of Manchester subdivided the land deeded to them by the Department of Transportation being Map 473 Lot 46 consisting of a total of 13.86 acres and created a new lot known as Map 356- Lot 1A consisting of approximately 7,283 SF and as shown on Vision Appraisal Assessors Data Base and which identifies a transfer date of June 26, 2013. (See Exhibits E & F)

13. That the property as identified as Map 256-Lot 1A is the portion of the Rail Road Land that has been used for on site parking abutting Petitioners property and is the property for which these land licenses had been granted first to the Disabled American Veterans and then to Petitioner.

14. That the owner of this new parcel is listed as the City of Manchester with a mailing address for the City listed as 333 Calef Road, Manchester, NH 03103 which is Petitioners home address. (See Exhibit G)

15. That Petitioner has been receiving property tax bills from the City of Manchester for Map 356 Lot A1 since 2013 in the name of the City of Manchester and sent to Petitioner at this home address. The tax assessment for this lot for the years 2013 and 2014 was \$80,000.00. The latest tax assessment for this lot for the tax year 2015 has now been reduced to \$19,400.00.

16. That it was Petitioners understanding that the Committee recommendation to charge him for the use of the Right-of-Way either by paying rent or paying the property taxes was found not to be equitable by the Board of Assessors and this recommendation was sent back to the Committee for reconsideration in that no other user of the Right-of-Way or land license holder is obliged to pay rent and or taxes.

17. That the Petitioner on several occasions has attempted to meet with the Board of Assessors to discuss the matter but has been unable to get the Board to respond to his repeated requests to meet.

18. That the subdivision of the Rail Road Land to create the separate lot know as Map 356 Lot A1 must have been approved by the Department of Transportation and sufficient land remains to satisfy the conditions set forth in the original deed for the transfer of any potion of the Rail Road land which requires reserving a 30 foot easement for the Department of Transportation. No Historic review would be warranted in that the property was paved over and striped subsequent to this subdivision by the City.

19. Petitioner is ready willing and able to purchase Map 356 Lot 1A for a sum to be negotiated between the parties but not to exceed the current assessed value of said property which was assessed in 2015 for \$19,400.00.

20. That the abutting property Map 356 Lot A1 is integral part of the successful running of the business at 399 Silver Street.
21. That without the additional on-site parking the business would be in jeopardy of closing.
22. That the sale of said property to Petitioner would provide the City with purchase monies and provide additional needed annual tax revenue.
23. That the sale of this property to Petitioner does not violate any of the terms and conditions as set forth in the Department of Transportation's Deed to the City for this railroad land.
24. That Petitioner agrees to abide by all of the terms and conditions as set forth in this aforementioned Department of Transportation Deed that may be applicable in the sale of this property to Petitioner.

Wherefore your Petitioner Robert Provencher DBA My Friends Pub respectfully requests that this Committee make recommendations to the Board of Mayor and Alderman as follows;

- A. To declare the property Map 356 Lot 1A surplus land,
- B. To recommend the sale of said property to Petitioner,
- C. For such other and further relief as may be prudent, equitable and justified.

Respectfully submitted by;

Dated April 18, 2016

\_\_\_\_\_  
Robert Provencher

(Exhibits follow)

EXHIBIT A

2005337

2002 JAN 11 PM 1:39

*1834  
2-  
#557  
Manchester  
City Solicitor*

**KNOW ALL MEN BY THESE PRESENTS**

Unofficial Document Unofficial Document  
**THAT**, The State of New Hampshire, whose mailing address is the Department of Transportation, 1 Hazen Drive, P.O. Box 483, Concord, NH 03302-0483, pursuant to RSA 4:40 and RSA 228:67, for considerations paid to it in hand before the delivery hereof, well and truly paid by the City of Manchester, a municipal corporation, whose mailing address is 1 City Hall Plaza, Manchester, NH 03101-2097, has remised, released and forever QUITCLAIMED, and by these presents, does remise, release and forever quitclaim unto said City of Manchester, its successors, and assigns forever:

Unofficial Document Unofficial Document  
Any and all interest the State of New Hampshire has in a portion of the abandoned Portsmouth Branch railroad corridor, including all stations, buildings, bridges, structures, crossings, culverts and improvements thereon and including all appurtenances thereto and formerly owned by the Boston and Maine Corporation, the Elliot Hospital of the City of Manchester, 67 Willow Street Realty, L.L.C., and the Flying Horse Realty, Inc., located in the City of Manchester, bounded and described as follows:

**Parcel 1:**

Beginning at a point designated as Engineering Station 1967+70+/- located on the westerly sideline of Page Street as shown on Railroad Valuation Plan V28NH, Map 38; thence running generally in a westerly direction to a point designated as Engineering Station 1997+50+/- as shown on Railroad Valuation Plan V28NH, Map 39.

**Parcel 2:**

Beginning at a point designated as Engineering Station 2002+90+/- located on the westerly sideline of Mammoth Road as shown on Railroad Valuation Plan V28NH, Map 39; thence running generally in a westerly direction to a point designated as Engineering Station 2008+05+/- at the easterly sideline of Hall Road as shown on Railroad Valuation Plan V28NH, Map 39.

**Parcel 3:**

Beginning at a point designated as Engineering Station 2021+70+/- located on the westerly sideline of Massabesic Street as shown on Railroad Valuation Plan V28NH, Map 39; thence running generally in a westerly direction to a point designated as Engineering Station 2080+80+/- at the easterly sideline of Union Street as shown on Railroad Valuation Plan V28NH, Map 41.

**Parcel 4:**

Beginning at a point designated as Engineering Station 2094+12+/- as shown on Railroad Valuation Plan V28NH, Map 41; thence running generally in a northwesterly direction to a point designated as Engineering Station 2104+28+/- at the easterly sideline of Elm Street as shown on Railroad Valuation Plan V28NH, Map 41.

Unofficial Document Unofficial Document  
Meaning and intending to convey all the railroad corridor conveyed to the State of New Hampshire by the Boston and Maine Corporation by a deed recorded in the Hillsborough County Registry of Deed in Book 6200, Pages 40-48 on January 11, 2000, said parcels containing an area of 12.45 acres, more or less.

BK 656 | PG | 308

**Parcel 5:**

Beginning at a point designated as Engineering Station 1997+50+/- as shown on Railroad Valuation Plan V28NH, Map 39; thence running generally in a westerly direction to a point designated as Engineering Station 2002+44+/- located on the easterly sideline of Mammoth Road as shown on Railroad Valuation Plan V28NH, Map 39.

Meaning and intending to convey all the railroad corridor conveyed to the State of New Hampshire by the Boston and Maine Corporation by a deed recorded in the Hillsborough County Registry of Deed in Book 5719, Pages 215 – 221 on May 21, 1996, said parcel containing an area of 0.66 acres, more or less.

Unofficial Document

**Parcel 6:**

Beginning at a point designated as Engineering Station 2008+61+/- located on the westerly sideline of Hall Street as shown on Railroad Valuation Plan V28NH, Map 39; thence running generally in a westerly direction to a point designated as Engineering Station 2021+76+/- at the easterly sideline of Massabesic Street as shown on Railroad Valuation Plan V28NH, Map 39.

Meaning and intending to convey all the railroad corridor conveyed to the State of New Hampshire by the Elliot Hospital of the City of Manchester by an easement recorded in the Hillsborough County Registry of Deed in Book 5645, Pages 1085 – 1087 on August 1, 1995, said parcel containing an area of 0.60 acres, more or less.

Unofficial Document

**Parcel 7:**

Beginning at a point designated as Engineering Station 2081+13+/- located on the westerly sideline of Union Street as shown on Railroad Valuation Plan V28NH, Map 41; thence running generally in a westerly direction to a point designated as Engineering Station 2083+33+/- at the easterly sideline of Willow Street as shown on Railroad Valuation Plan V28NH, Map 41.

Meaning and intending to convey all the railroad corridor conveyed to the State of New Hampshire by the 67 Willow Street Realty, L.L.C. by an easement recorded in the Hillsborough County Registry of Deed in Book 6513, Pages 131 – 132 on October 30, 2001, said parcel containing an area of 0.15 acres, more or less.

Unofficial Document

Unofficial Document

BK 656 | PG 1309

Unofficial Document

**Parcel 8:**

Beginning at the southerly most point of said premises, at an iron pin with cap to be set: thence along a curve westerly along said parcel with a radius of 962.57 feet, a distance of 470.56 feet to a point; thence N8°25'43"W a distance of 108.31 feet to a point; thence along a curve southeasterly with a radius of 932.57 feet to a point on Willow Street in Manchester, New Hampshire; thence S13°52'44" east a distance of 45.99 feet to the point of beginning, as shown on plan entitled "Easement Plan of Land prepared for Flying Horse Realty Inc., in Manchester, NH, scale 1" = 40", Date: January 11, 2000", prepared by Duval Survey, Inc., 14 Dartmouth Street, Hooksett, NH 03103, and recorded in the Hillsborough County Registry of Deeds as Plan No. 30334.

Meaning and intending to convey all the railroad corridor conveyed to the State of New Hampshire by the Flying Horse Realty, Inc., by an easement recorded in the Hillsborough County Registry of Deed in Book 6208, Pages 26 – 27 on February 9, 2000, said parcel containing an area of 0.34 acres, more or less.

Unofficial Document

Unofficial Document

As a further condition of this instrument, the City of Manchester agrees to the following:

1.) The City of Manchester shall use and manage the abandoned railroad corridor as a recreational trail for use by the general public.

2.) Any future alterations by the City of Manchester to the abandoned railroad corridor shall necessitate review by the Federal Highway Administration relative to the Section 106 historic review process.

3.) The City of Manchester must obtain approval from the New Hampshire Department of Transportation before selling any portion of the abandoned railroad corridor.

**Excepting and Reserving**, to the State of New Hampshire by or through its Department of Transportation of any successor agency, a transportation easement, 30 feet in width, crossing all the above-described parcels for any mode of public travel, including, but not limited to, vehicular, railroad, bus, or other form of mass transit, pedestrian, bicycle, snowmobile (not including motorcycles) or other form of recreational travel.

**TO HAVE AND TO HOLD** said premises, with all the privileges and appurtenances thereunto belonging to the City of Manchester, its successors and assigns forever.

**IN WITNESS WHEREOF**, The State of New Hampshire has caused its name to be set and its seal to be hereunto affixed by the Commissioner of the New Hampshire Department of Transportation, duly authorized and executed this 14<sup>th</sup> day of December, 2001.

Signed, Sealed and Delivered  
in the presence of

*Diane Hartford*

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION

*Carol O. Murray*  
Commissioner

THE STATE OF NEW HAMPSHIRE COUNTY OF MERRIMACK

On this 14<sup>th</sup> day of December, 2001, before me, Diane Hartford the undersigned officer, personally appeared the Commissioner of the Department of Transportation, and that as such Commissioner, being authorized so to do, executed the forgoing instrument for the purposes therein contained, by signing the name of the State of New Hampshire as the Commissioner of the Department of Transportation.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

DIANE L. HARTFORD

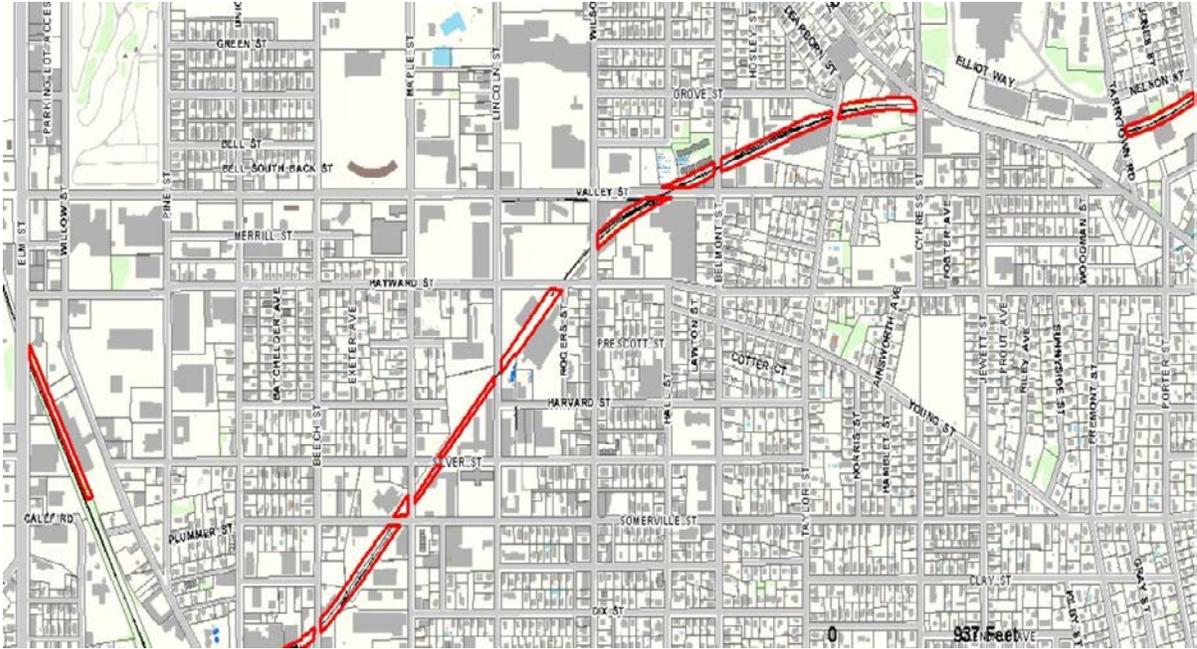
*Diane L. Hartford*  
NOTARY PUBLIC



Approved by New Hampshire Council on Resources and Development on July 14, 2000.  
Approved by Long Range Capital Planning and Utilization Committee on August 22, 2001.  
Approved by Governor and Executive Council on October 10, 2001, Item # 146.

BK 656 | Pg | 3 | 10

Rail Road Land Tax Map  
MAP 473 LOT 46 13.86 ACRES



# EXHIBIT B



## Private Sector Use of Former Portsmouth Branch Rail Right-of-Way Line Application Form

**RECEIVED**  
JUL 03 2013  
CITY CLERK'S OFFICE

TO BE COMPLETED BY APPLICANT

1. Application submission date: \_\_\_\_\_
2. Name(s) of abutting applicant property owner(s):  
1. ROBERT H. PROVENCHER  
2. \_\_\_\_\_
3. Street address of abutting applicant property: 399 SILVER ST.
4. Mailing address of abutting applicant property owner: 399 SILVER ST.
5. Telephone number & e-mail address where applicant abutting property owner can be reached: 603-493-6863 (cell) | MYFRIENDSBAR@MSN.COM
6. Applicant (if other than abutting property owner): \_\_\_\_\_
7. Mailing address of applicant (if other than abutting property owner): \_\_\_\_\_
8. Telephone number & e-mail address where applicant (if other than abutting property owner) can be reached: \_\_\_\_\_
9. Tax map & lot number of abutting applicant property: 356/1
10. List of specific uses planned for corridor: PARKING LOT - OFF SITE (EXISTING)
11. Required application materials.
  - (a) Application Form
  - (b) Boundary plan of the entire affected area prepared and signed by a licensed land surveyor. Plan shall show, at minimum, the boundaries of the affected portion of the former rail corridor, the location of the applicant's abutting property, and existing and proposed site conditions.
  - (c) Statement of policy acceptance (see item #12).
12. Statement of Policy Acceptance. *I hereby certify that the above information is correct; that I have submitted herewith all of the pertinent required documentation; that I have read and am familiar with the "City of Manchester Policy Regarding Private Sector Use of the Former Portsmouth Branch Railroad Line Right-of-Way"; and that, if granted a revocable license to use City-owned rail corridor land, will fulfill the provisions of that Policy.*

Owner's Signature: 1. [Signature]  
2. \_\_\_\_\_

Date of owner signature: 7-3-2013

Agent's Signature: \_\_\_\_\_

Date of agent signature: \_\_\_\_\_

# EXHIBIT C

## To the Board of Mayor and Aldermen of the City of Manchester:

The Committee on Lands and Buildings respectfully recommends, after due and careful consideration, that a revocable land license be granted at 399 Silver Street.

The Committee further notes that the property owner will be responsible for paying property taxes.

*(Unanimous vote with the exception of Alderman Levasseur who was absent)*

Respectfully submitted,



Clerk of Committee



At a meeting of the Board of Mayor and Aldermen held September 3, 2013, on a motion of Alderman O'Neil, duly seconded by Alderman Roy, the report of the Committee was accepted and its recommendations adopted.



City Clerk

# EXHIBIT D



## 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@ci.manchester.nh.us](mailto:assessors@ci.manchester.nh.us)  
Web: [www.ManchesterNH.Gov](http://www.ManchesterNH.Gov)



Robert J. Gagne, Chairman  
Michael W. Hurley

Lisa Turner  
Assistant to Assessors

To: Chairman Ed Osborne, Committee on Lands & Buildings  
From: Board of Assessors  
Date: August 21, 2013  
Re: Revocable Land License Transfer 339 Silver St

The Assessors have been asked to determine what a property lease amount would be for use of the railroad right-of-way by the owner of 339 Silver Street. The area in question contains 24 open parking spaces. The Parking Division issues monthly parking permits at the rate of \$50 per month per open parking space. The rate for the subject 24 spaces would be \$1,200 per month.

The original "City of Manchester Policy Regarding Sector Use of the Former Portsmouth Branch Railroad Line Right-of-Way" contains no provision or mention of fees or rent for use of the Right-of-Way. The Committee should consider revisiting the Policy if rent is to be charged as there are other users of the Right-of-Way.

Respectfully,

---

Robert J. Gagne, CNHA, NHCG  
Chairman

# EXHIBIT E



## MANCHESTER, NH



Search
Street Listing
Sales Search
Back
Home

### Property Lookup

Search:  Address  Q Search

Enter an Address

Results										
Address	Owner	Map	Map Cut	Block	Block Cut	Lot	Lot Cut	Unit	Unit Cut	PID
<a href="#">SILVER ST</a>	CITY OF MANCHESTER	0356				0001	A			405255178
<a href="#">125 SILVER ST</a>	DOHERTY IRREVOCABLE TRUST	0733				0007				22836
<a href="#">130 SILVER ST</a>	BURGESS ASSOCIATES LLC	0733				0009				22838
<a href="#">141 SILVER ST</a>	HOLTSBERG, BEVERLY A	0733				0006				22835
<a href="#">160 SILVER ST</a>	SNHS MANAGEMENT CORP	0268				0012				7549
<a href="#">167 SILVER ST</a>	KAM DEVELOPMENT LLC	0359				0007				10006
<a href="#">197 SILVER ST</a>	NEGRON, MARIA FAMILY TR	0359				0009				10008
<a href="#">213 SILVER ST</a>	DIVINE DESIGN LLC	0359				0010				10009
<a href="#">224 SILVER ST</a>	LASTE, THOMAS A	0267				0002				7503
<a href="#">225 SILVER ST</a>	FANDUNYAN, EDUARD	0267				0033				7537
<a href="#">237 SILVER ST</a>	LAFERTE, ROLAND N	0267				0031	B			7536
<a href="#">238 SILVER ST</a>	PINARD, DAVID A JR	0267				0003				7504

# EXHIBIT E

**Location** SILVER ST

**Mblu** 0356/ / 0001/A /

**Owner** CITY OF MANCHESTER

**Assessment** \$19,400

**Building Count** 1

## Current Value

Assessment	
Valuation Year	Total
2015	\$19,400

## Owner of Record

**Owner** CITY OF MANCHESTER

**Sale Price** \$0

**Co-Owner** C/O ROBERT H PROVENCHER

**Certificate**

**Book & Page** 0/ 0

**Sale Date** 06/25/2013

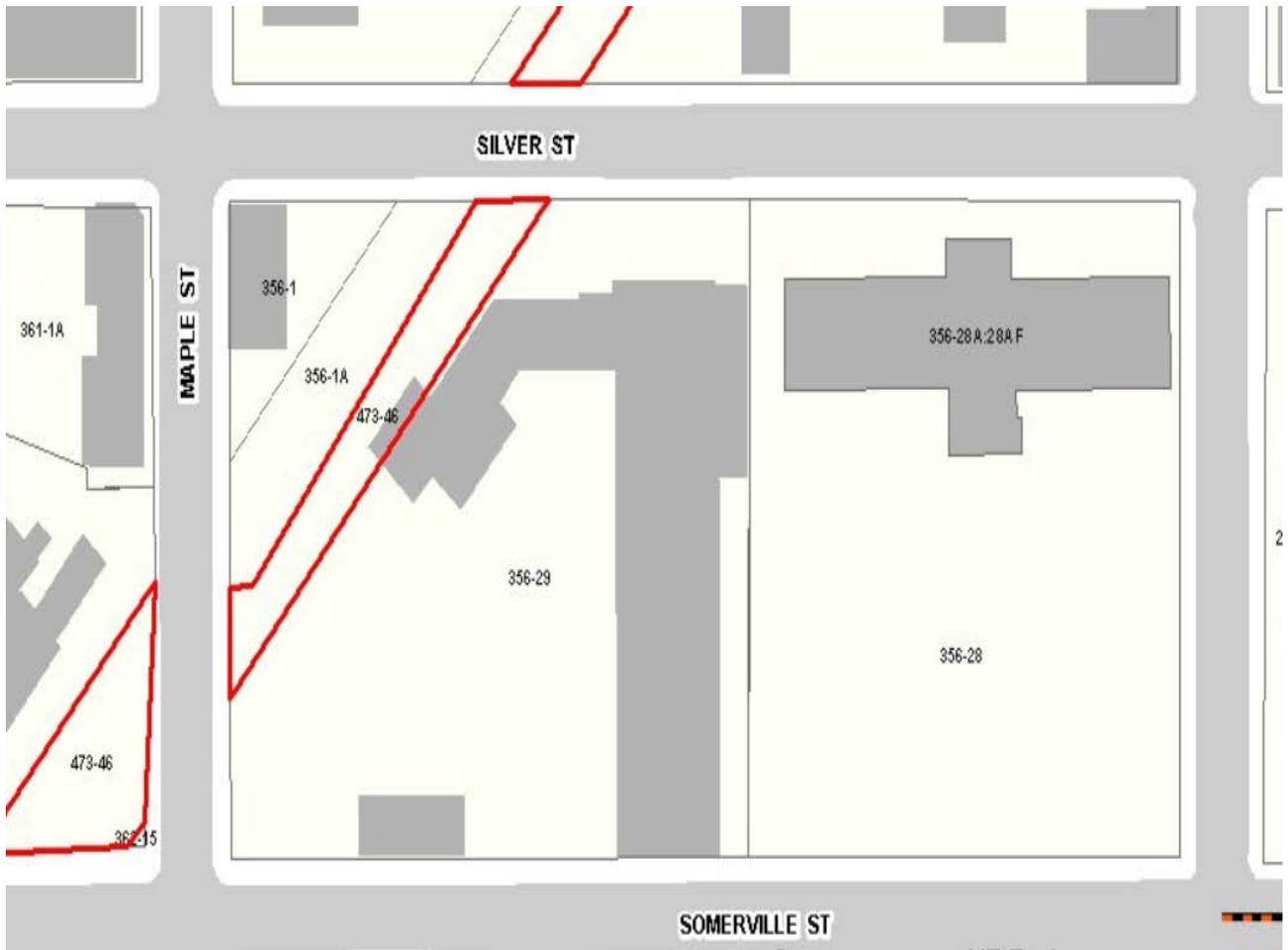
## Ownership History

Ownership History				
Owner	Sale Price	Certificate	Book & Page	Sale Date
CITY OF MANCHESTER			0/ 0	06/25/2013

## Building Information

**Building 1 : Section 1**

EXHIBIT F Rail Road Land



# EXHIBIT F AERIAL Rail Road Land



# EXHIBIT G



11-9481E

**City of Manchester, NH - Office of the Tax Collector**  
**Payment Address: P.O. BOX 9598, Manchester, NH 03108-9598**  
 Office location: 1 City Hall Plaza West Wing, Manchester, NH 03101-2084  
 Office hours: Monday-Friday, 8 AM to 5 PM, Tuesday 8 AM to 8 PM  
 For property values, exemptions, names, and addresses, call (603) 624-6520  
 For account balance and payment information, call (603) 624-6575 or  
 visit [www.ManchesterNH.Gov/Taxes](http://www.ManchesterNH.Gov/Taxes) for online account access and payments

**ACCOUNT NUMBER**  
**219934**  
\*Please write this number on all payments and correspondence.

**FINAL REAL ESTATE TAX BILL FOR 2015**

CITY OF MANCHESTER  
 333 CALEF RD  
 MANCHESTER NH 03103

INFORMATION TO TAXPAYERS	PROPERTY DESCRIPTION	TAXES
<p>The Taxpayer may, by March 1 following the final notice of tax and not afterward, apply in writing to the Board of Assessors for a tax abatement or deferral.</p> <p>If you are elderly, disabled, blind, a veteran or veteran's spouse, or are unable to pay taxes due to poverty or other good cause, you may be eligible for a tax exemption, credit, abatement, or deferral. For details and application information, contact the Board of Assessors at 603-624-6520.</p> <p>Taxpayers desiring any information in regard to taxation, assessments, exemptions, or change of address should contact the Board of Assessors at 603-624-6520, not the Tax Collector.</p> <p>Real estate tax payments will be applied first to the oldest delinquent real estate taxes (if any) for the indicated property. Partial payments are accepted but will not delay or prevent liening or deeding actions authorized by State law.</p> <p>All taxes are assessed as of April 1st of each year. Unless directed otherwise, tax bills are mailed to the last known address of the first owner listed on the deed.</p>	<p>Map-Lot: <b>0356-0001A</b>  <b>SILVER ST</b></p> <p>TOTAL VALUATION: 19,400</p>	<p>Tax: 454.74                      Tax paid: .00</p> <p><b>TAX DUE: \$ 454.74</b></p> <p>PAY BY THURSDAY, JULY 09, 2015 to avoid interest charges at 12.0 % per annum.</p>
	<p><b>TAX RATES FOR THIS BILLING:</b></p> <p>MUNICIPAL: 11.53                      COUNTY: 1.29                      CITY EDUCATION: 8.20                      STATE EDUCATION: 2.42                      TOTAL: 23.44</p> <p>ALL TAX RATES ARE PER \$1000 OF ASSESSED VALUE</p>	<p>Total amount due (including tax due from this bill) as of 12/28/2015: <b>\$4,938.54</b></p> <p>This notice was generated on 11/18/2015 and does not reflect account activity after that date.</p>

If any owner listed is a debtor under Title 11 of the United States Code, this notice should not be viewed as a demand for payment of, or as an attempt to collect, a pre-petition debt.

Make checks payable to: **TAX COLLECTOR, CITY OF MANCHESTER, NH**

**IF PAYING BY MAIL:**  
 Write your ACCOUNT NUMBER on your check. Mail it with this stub to:  
**TAX COLLECTOR, P.O. BOX 9598, MANCHESTER, NH 03108-9598**  
 To obtain a receipt, enclose a self-addressed envelope AND this entire page.  
 After 7/9/2015, please contact the Tax Office for the correct payoff amount.

**IF PAYING IN PERSON:**  
 Please bring this entire notice with you. Credit and debit cards are not accepted at the Tax Office.

**IF PAYING ONLINE:**  
 Payments by credit card and electronic check are accepted via the City's web site at [www.ManchesterNH.Gov/Taxes](http://www.ManchesterNH.Gov/Taxes). Payments submitted online including from bill payer services will be credited as of the date received at the Tax Office, not the date originally submitted online. It is your responsibility to ensure your payment is received on time.

**FINAL REAL ESTATE TAX BILL FOR 2015**

Account Number: **219934**

CITY OF MANCHESTER  
 333 CALEF RD  
 MANCHESTER NH 03103

Map-Lot: 0356-0001A  
 Location: SILVER ST

**TAX DUE: \$ 454.74**

0002199347 0000454744

# Exhibit G

## City Map of New Parcel 359-1A



## City Map of Former Rail Road Land



# Provencher Proposal Addendum to Purchase City Surplus Land

- ❖ This Proposal is submitted by Robert Provencher owner of 399 Sliver Street doing business as My Friends Pub.
- ❖ Mr. Provencher proposes that this Committee recommend to the Board of Mayor and Alderman that a defined portion of Assessors Lot 356-1A be classified as surplus land and further recommend the sale of said defined lot to Mr. Provencher.

# Proposal to Purchase City Surplus Land

- ❖ Mr. Provencher shall bear all costs associated with the sale of said Lot including all necessary engineering.
- ❖ The Lot is City owned land and a portion of the former abandoned railroad line that was transferred to the City from the NH Department of Transportation being Assessors Lot 473-46.

# Proposal to Purchase City Surplus Land

- ❖ The new Lot to be created shall leave a 30' wide transportation easement on the former railroad line in conformity with the NH Department of Transportations deed restrictions.
- ❖ Mr. Provencher shall obtain approval from the NH Department of Transportation for the sale of this new Lot.

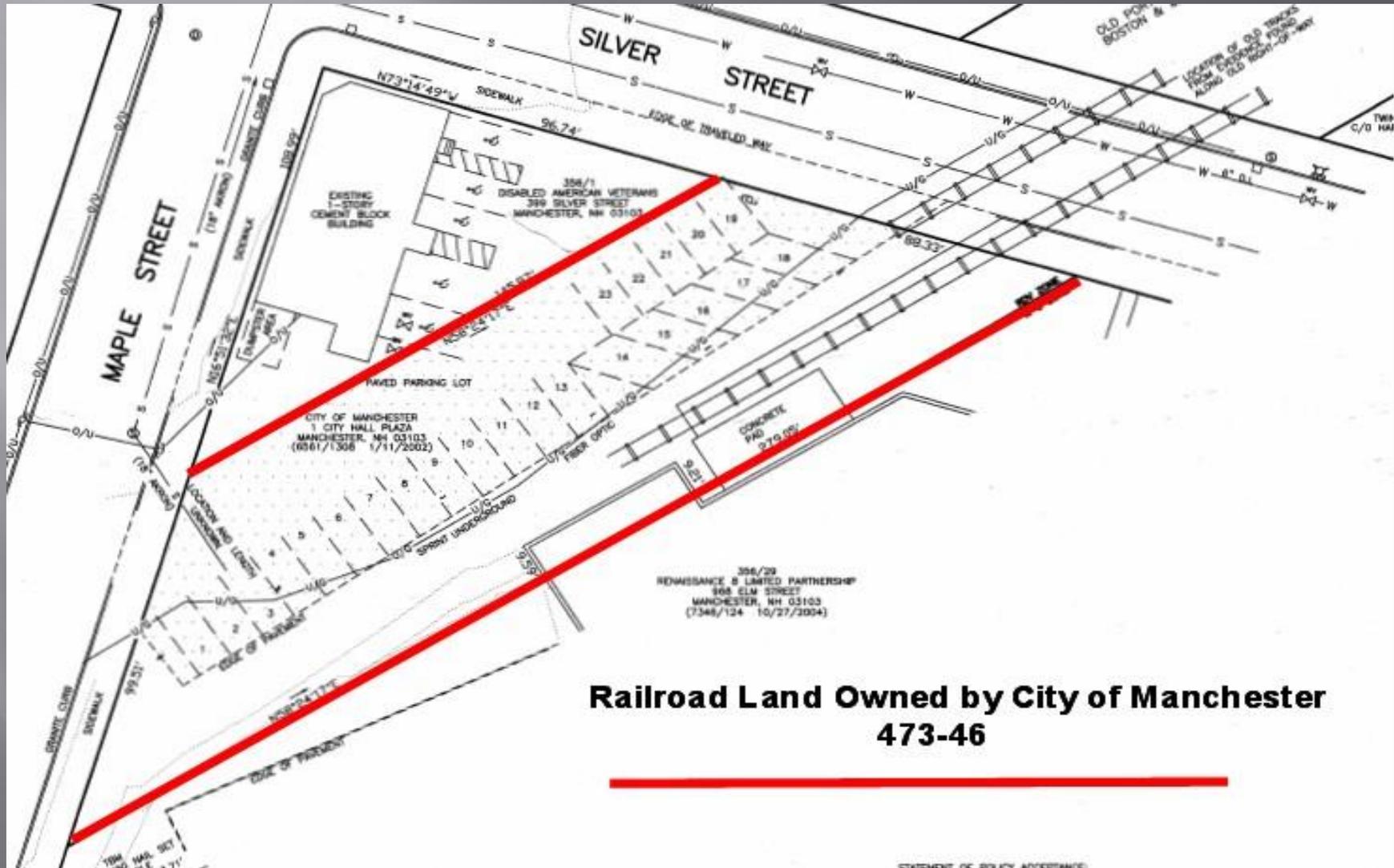
# Proposal to Purchase City Surplus Land

- ❖ Mr. Provencher shall inform the State of New Hampshire Division of Historic Resources of the possible sale of said Lot and obtain such approvals and/or waivers that may be required relative to section 106 historic review process.
- ❖ It has been found and determined in a similar instance that a sale of this type surplus land is not considered “an alteration of the former railroad corridor and does not warrant Historic Review.”

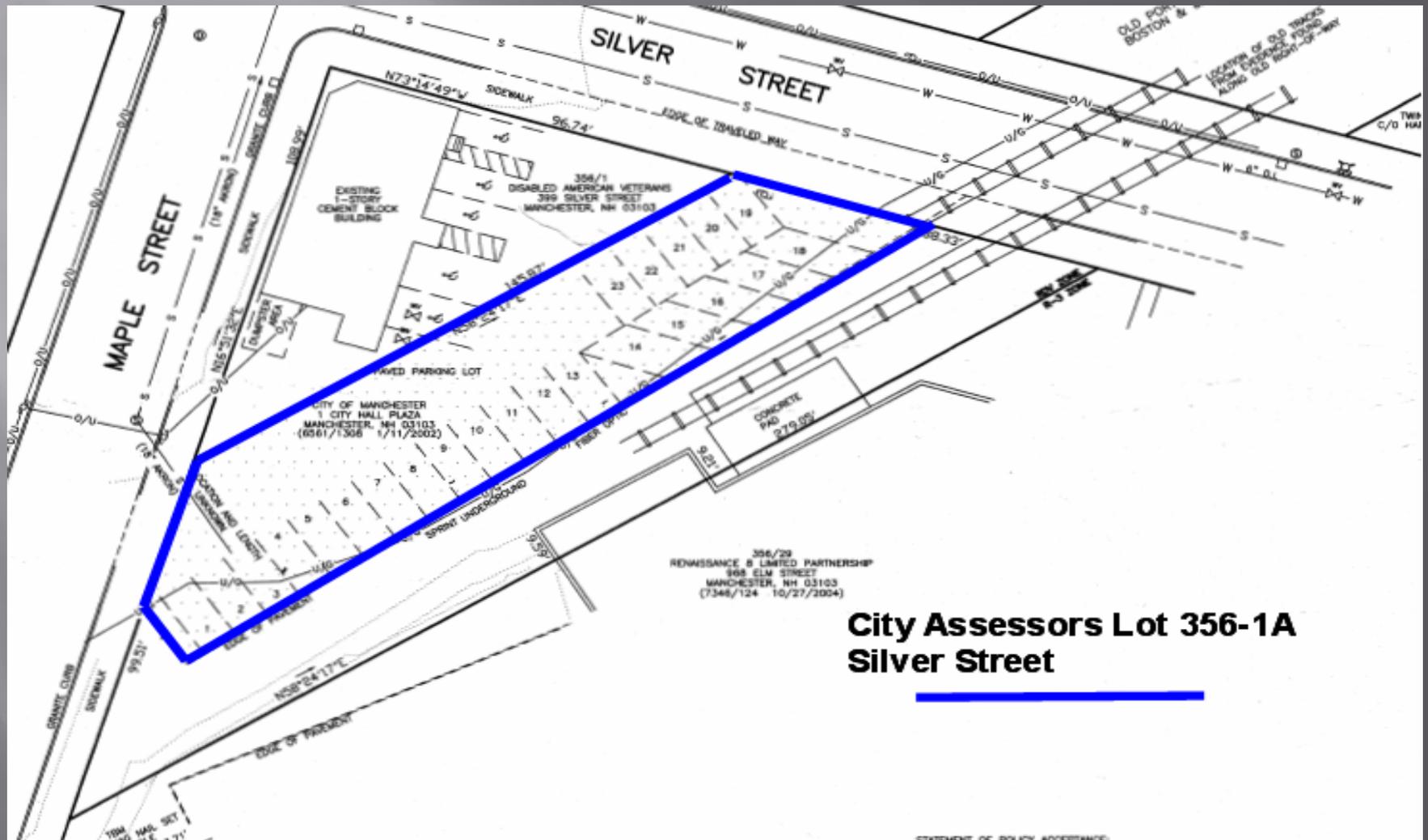
# Proposal to Purchase City Surplus Land

- ❖ The following are visuals of maps, site plans and aerials to assist the Committee in their review of this Proposal.

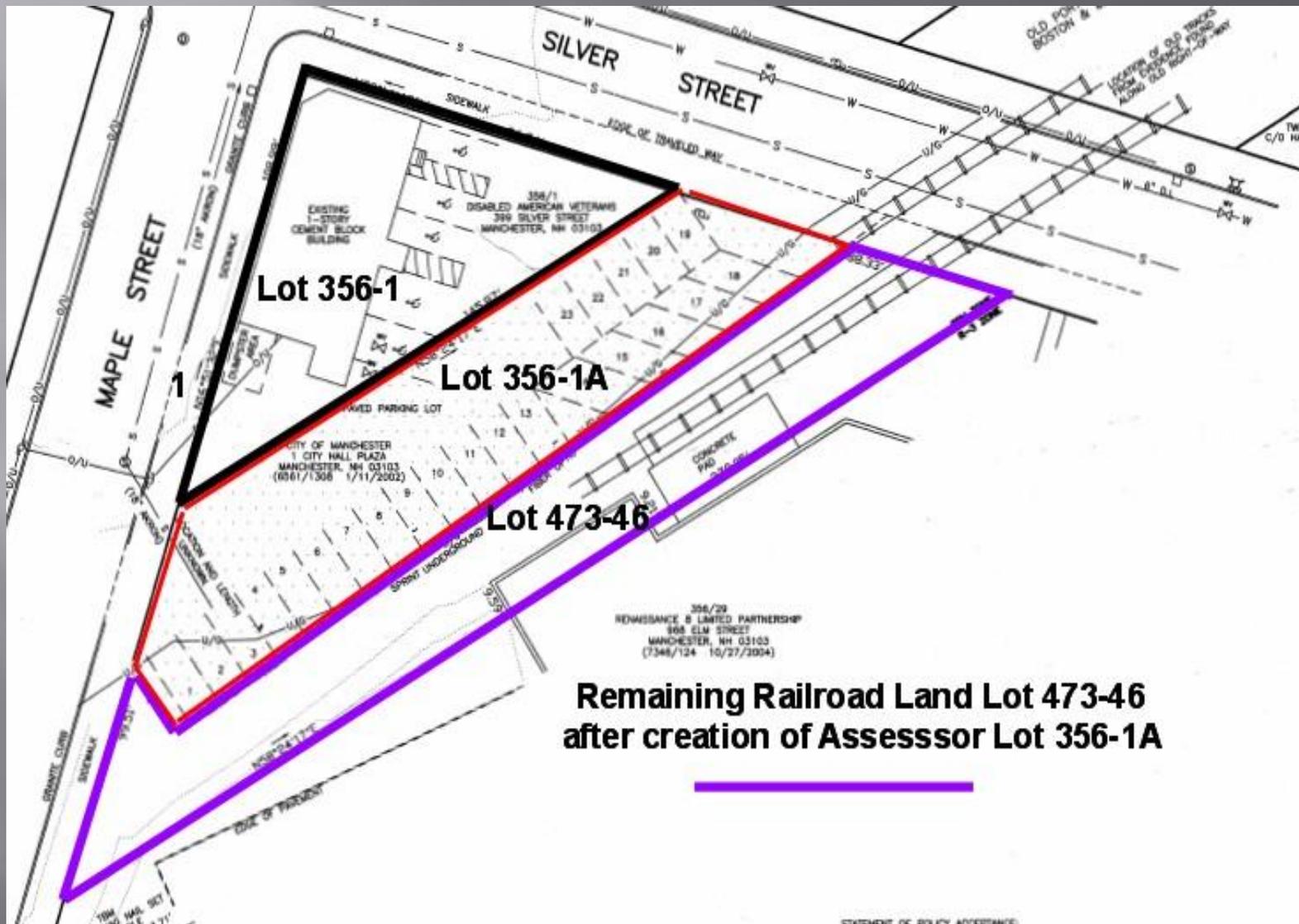
# Former Portsmouth Branch Railroad Line Right-of-Way Abutting Mr. Provencher.



# City Assessors Lot 356-1A divided from Railroad Land Lot 473-46

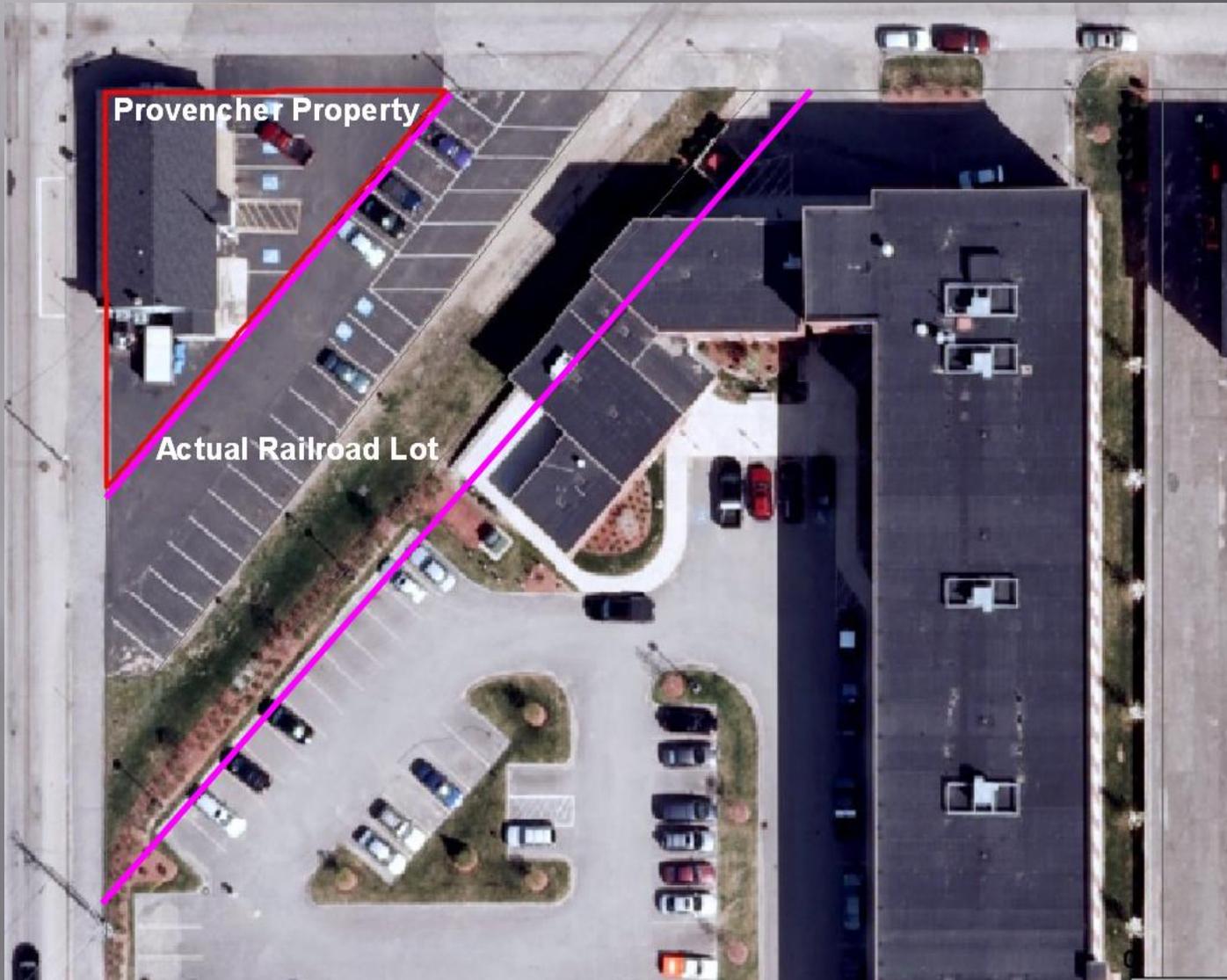


# Remaining Railroad Land after Formation of Assessors Lot 356-1A



# Aerial of Site

## Provencher Lot Defined (red line)



# City Assessors Aerial Railroad Land 473-46

473-46 Find It

Legend Layers Data

*Selected Parcels*

[Print-friendly table view](#)  
[Parcel selection help](#)

1 parcel selected.

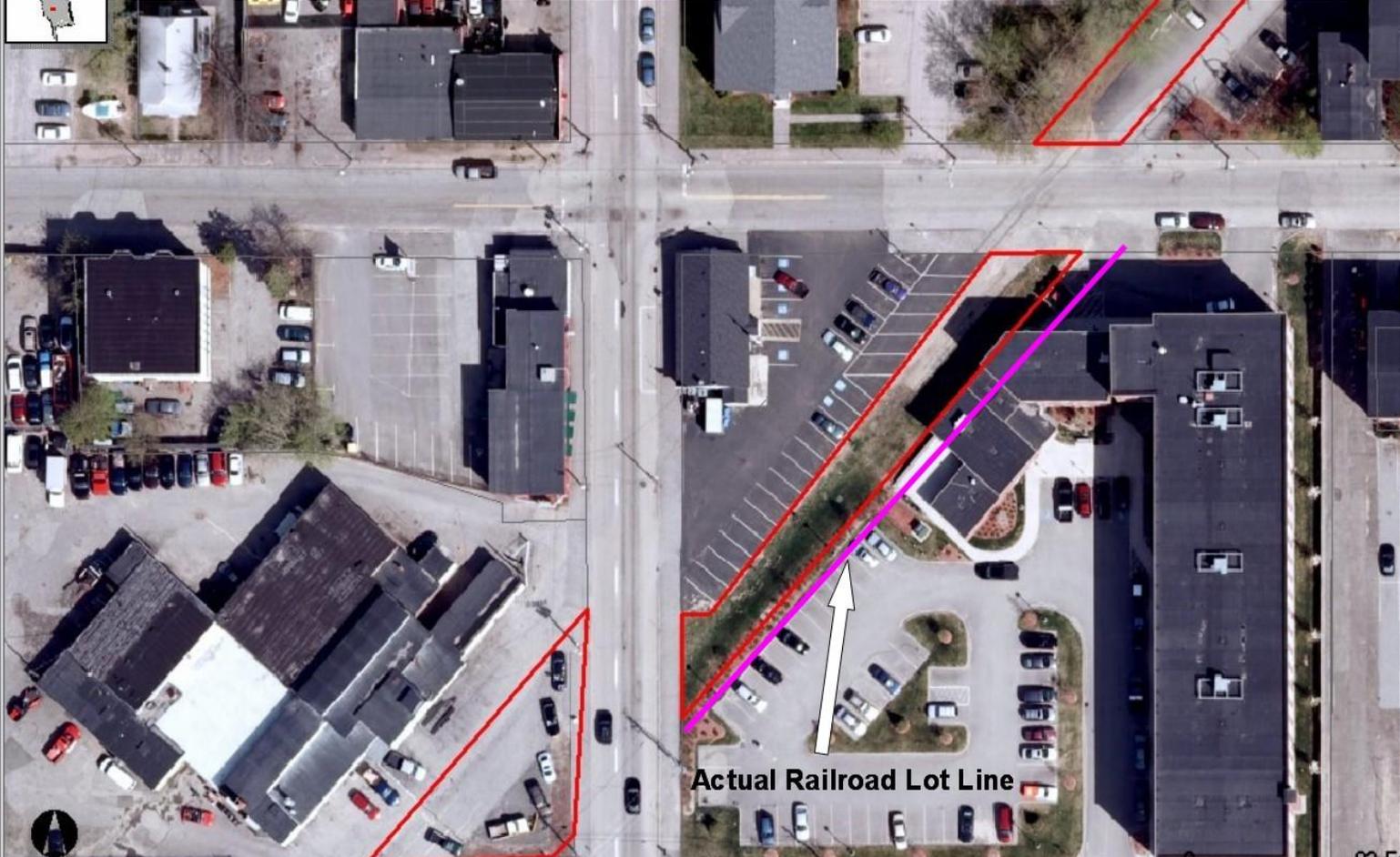
---

**Map-Lot : 473-46**  
**CITY OF MANCHESTER**  
**PAGE ST**

[PROPERTY DETAILS](#)

---

1 parcel selected.



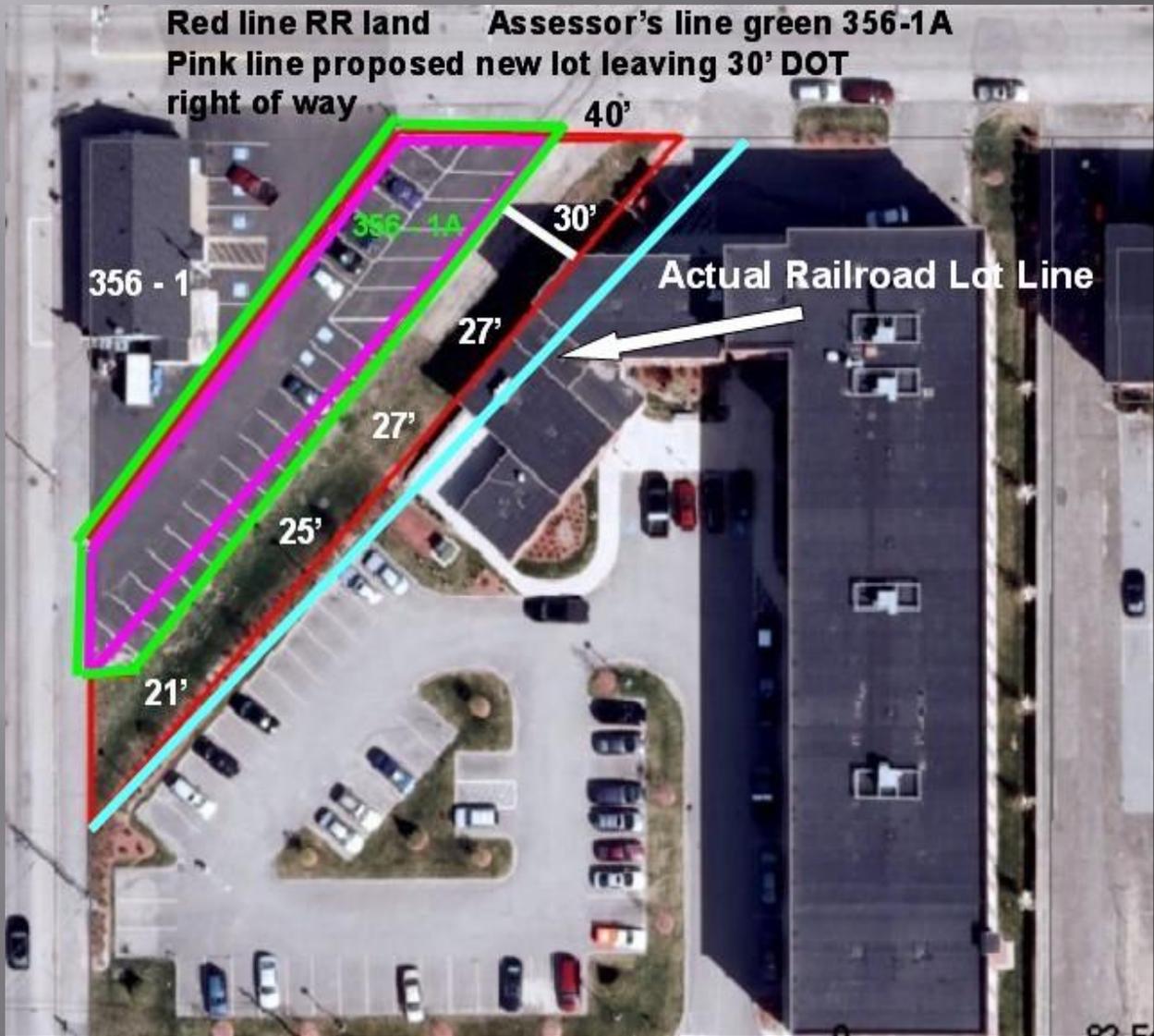
Actual Railroad Lot Line

82.5

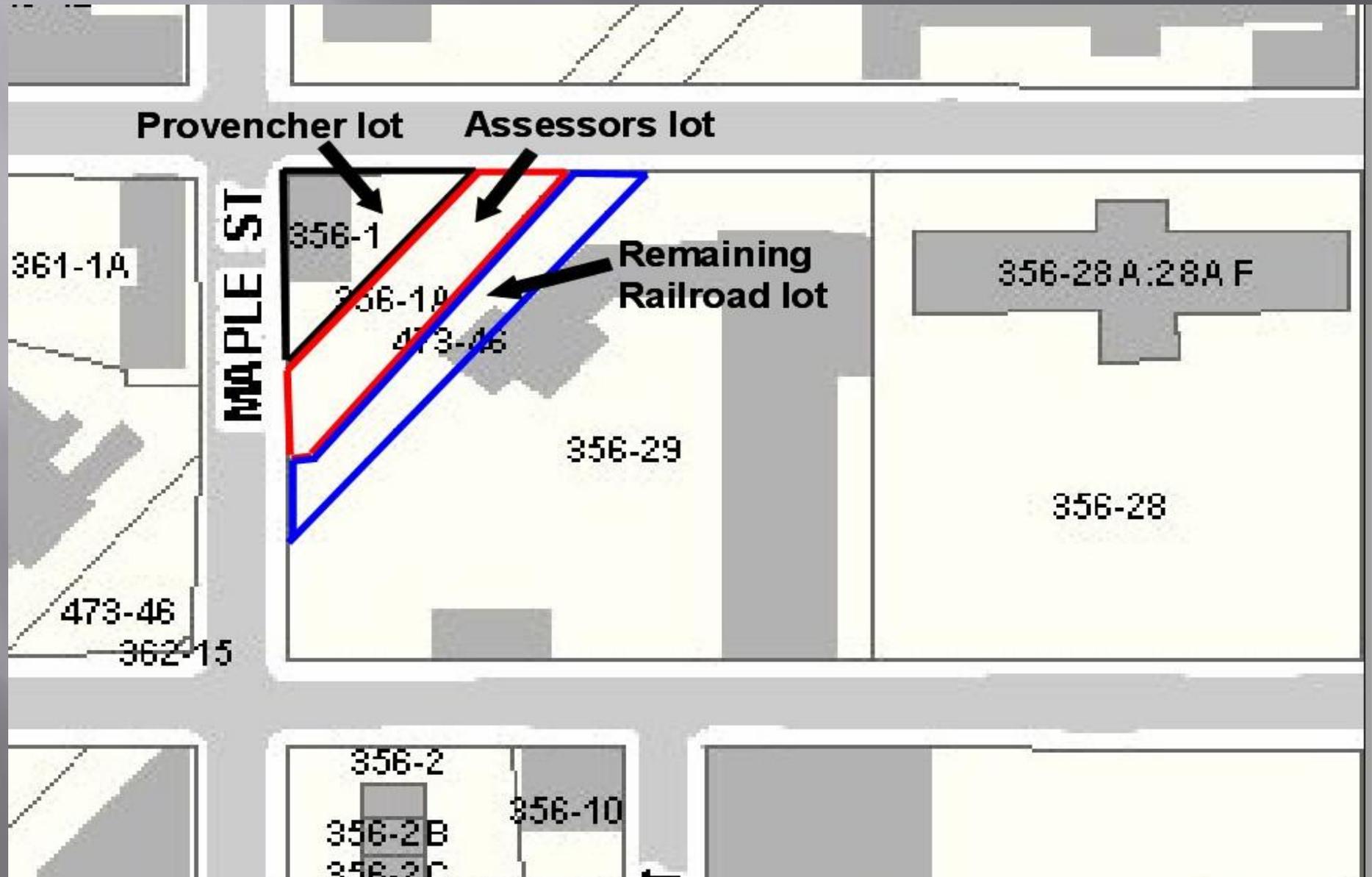
# Current Aerial of Site



# New Lot Proposed Leaving 30' NH DOT Easement (pink line)



# City Assessors Map Showing 2 Lots Abutting Mr. Provencher's Land





# City Assessors Map 356-1A

Legend Layers Data

*Selected Parcels*

[Print-friendly table view](#)  
[Parcel selection help](#)

1 parcel selected.

---

**Map-Lot : 356-1A**  
**CITY OF MANCHESTER**  
**SILVER ST**

[PROPERTY DETAILS](#)

---

1 parcel selected.



25 Feet



# 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@ci.manchester.nh.us](mailto:assessors@ci.manchester.nh.us)  
 Web: [www.ManchesterNH.Gov](http://www.ManchesterNH.Gov)



Robert J. Gagne, Chairman  
 Michael W. Hurley

Lisa Turner  
 Assistant to Assessors

To: Chairman Patrick Long, Committee on Lands & Buildings  
 From: Board of Assessors  
 Date: June 10, 2016  
 Re: Request to Purchase City Land off Silver St / Portion of Rail Corridor

The Assessors have completed an analysis of the estimated market value of the above-referenced property. The following is a summary of important facts and the value estimate:

Property Location	off Silver St; abuts rear of 399 Silver St (My Friends Pub)
Assessors Map/Lot	356/1A / Separately mapped for Property Tax purposes only / Legally part of City parcel Map 473, Lot 46 / Former Portsmouth Branch rail corridor
Property Owner	City of Manchester
Deed Book/Page	Bk 6561, Pg 1308
Date Acquired	January 11, 2002 / Not a tax deeded parcel
Improved/Vacant	This area = Paved Parking Lot / Remainder of corridor = Occasional Paving Encroachments and some Revocable License users
Total Land Area	7,283 square feet proposed
Current Zoning	RDV Redevelopment / 100' & 10,000 SF minimum
Overlay District	N/A
Easements / Restrictions	Deeded by State with restrictions to use. No uses allowed that would impair use of corridor for bike, pedestrian trail or other transportation use in the future.
Estimated Value	To be disclosed in non-public session (RSA 91-A:3 II(d))
Comments	Area has been used as a parking lot for the building located at 399 Silver Street by revocable license agreement with the City. The agreement was originally with the Disabled American Veterans and is currently with Robert H. Provencher. The 399 Silver Street property does not have adequate on-site parking for its present use and relies on the corridor area for required parking. The area proposed for purchase is considered "unbuildable" as a standalone parcel. Note that private use of public property requires payment of property taxes (RSA 72:23 I (b)). Back taxes are owed on the subject parcel, see attached.

Respectfully,

Robert J. Gagne, CNHA, NHCG  
 Chairman

## City of Manchester, NH Tax Collector's Office Open Bills

[Click here for terminology definitions.](#)

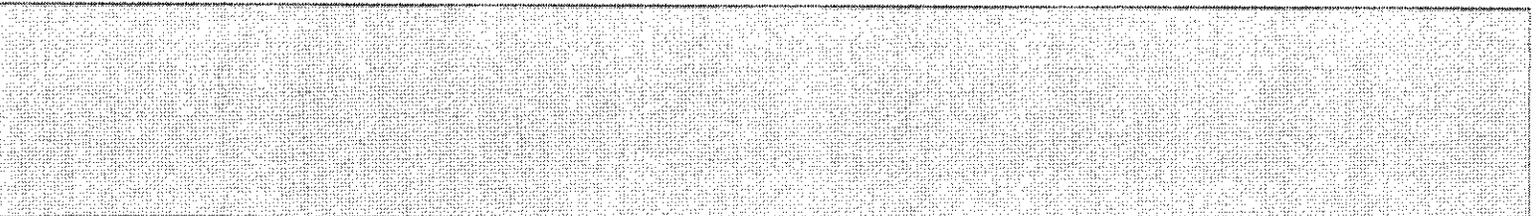
Tax Account ID: **219934**  
 Owner Name: **CITY OF MANCHESTER**  
 Property Address: **SILVER ST**  
 Map-Lot: **0356-0001A**

*\* Taxes Billed  
 c/o Robert H Provencher  
 333 Cale Rd  
 Manchester 03103*

Total Taxes: **\$5,393.11**  
 Pending Payment(s) Amount: **\$0.00**

Tax Year	Delinquent Date	Unpaid Tax Amount	Interest Amount	Total Due
2013	12/20/2013	\$1,831.74	\$544.19	\$2,375.93
2014	07/09/2014	\$916.27	\$211.62	\$1,127.89
2014	12/19/2014	\$982.53	\$174.23	\$1,156.76
2015	07/09/2015	\$454.74	\$50.42	\$505.16
2016	07/07/2016	\$227.37	\$0.00	\$227.37

[Use of this site is subject to this disclaimer.](#)



CURRENT OWNER		TOPO.	UTILITIES	STRT./ROAD	LOCATION	CURRENT ASSESSMENT				
CITY OF MANCHESTER						Description	Code	Appraised Value	Assessed Value	2017 MANCHESTER, NH
C/O ROBERT H PROVENCHER 333 CALEF RD MANCHESTER, NH 03103						COM LAND	3370	14,100	14,100	
Additional Owners:						COMMERC.	3370	5,300	5,300	
SUPPLEMENTAL DATA										
Other ID: 03560001A		RAD OR CAD380								
Land Adjust NO		Callback Ltr								
Voided NO		Sketch Note								
Total SF 7283		Land Class								
Zone		Parcel Zip 03103								
Frontage/Dep		ASSOC PID#								
GIS ID: 356-1A					Total		19,400		19,400	

**VISION**

RECORD OF OWNERSHIP						BK-VOL/PAGE	SALE DATE	q/u	v/i	SALE PRICE	V.C.	PREVIOUS ASSESSMENTS (HISTORY)																	
CITY OF MANCHESTER						0/ 0	06/25/2013	U	I			Yr.	Code	Assessed Value	Yr.	Code	Assessed Value	Yr.	Code	Assessed Value									
												2016	3370	14,100	2015	3370	14,100	2014	3370	75,500									
												2016	3370	5,300	2015	3370	5,300	2014	3370	5,300									
												Total:			19,400			Total:			19,400			Total:			80,800		

EXEMPTIONS				OTHER ASSESSMENTS				
Year	Type	Description	Amount	Code	Description	Number	Amount	Comm. Int.
			Total:					

*This signature acknowledges a visit by a Data Collector or Assessor*

ASSESSING NEIGHBORHOOD										
NBHD/ SUB		NBHD NAME		STREET INDEX NAME		TRACING		BATCH		
605/A										

APPRAISED VALUE SUMMARY	
Appraised Bldg. Value (Card)	0
Appraised XF (B) Value (Bldg)	0
Appraised OB (L) Value (Bldg)	5,300
Appraised Land Value (Bldg)	14,100
Special Land Value	0
Total Appraised Parcel Value	19,400
Valuation Method:	C
Adjustment:	0
<b>Net Total Appraised Parcel Value</b>	<b>19,400</b>

NOTES										
CITY OWNED LAND/ABANDONED RAILROAD					PRIVATE USE OF PUBLIC LAND IS TAXABLE					
CORRIDOR/RECREATIONAL TRAIL										
USED FOR PARKING AT 399 SILVER STREET										
FOR "MY FRIENDS PUB" LOT/MAP 356-1										
PARCEL CREATED 06.26.2013										

BUILDING PERMIT RECORD										
Permit ID	Issue Date	Type	Description	Amount	Insp. Date	% Comp.	Date Comp.	Comments		

VISIT/ CHANGE HISTORY										
Date	Type	IS	ID	Cd.	Purpose/Result					
11/17/2015			RG	14	Other Chapter Land Change					
08/27/2013			RG	12						

LAND LINE VALUATION SECTION																					
B #	Use Code	Use Description	Zone	Frontage	Depth	Units	Unit Price	I. Factor	S A	C. Factor	ST. Idx	S.I. Adj.	Notes- Adj	Rec Y/N	CU Cond	Special Pricing	Adj. Unit Price	Land Value			
1	3370	PARK LOT				7,283 SF	10.36	1.0000	E	0.15	605	1.25	CF=NON-BUILDABLE	N	0.000		1.94	14,100			
	5.52																				

CONSTRUCTION DETAIL				CONSTRUCTION DETAIL (CONTINUED)			
Element	Cd.	Ch.	Description	Element	Cd.	Ch.	Description
Model	00		Vacant				
<b>MIXED USE</b>							
			<i>Code</i>	<i>Description</i>			<i>Percentage</i>
			3370	PARK LOT			100
<b>COST/MARKET VALUATION</b>							
			Adj. Base Rate:				0.00
			Replace Cost				0
			AYB				
			EYB				0
			Dep Code				
			Remodel Rating				
			Year Remodeled				
			Dep %				
			Functional Obslnc				
			External Obslnc				
			Cost Trend Factor				1
			Condition				
			% Complete				
			Overall % Cond				
			Apprais Val				
			Dep % Ovr				0
			Dep Ovr Comment				
			Misc Imp Ovr				0
			Misc Imp Ovr Comment				
			Cost to Cure Ovr				0
			Cost to Cure Ovr Comment				

**OB-OUTBUILDING & YARD ITEMS(L) / XF-BUILDING EXTRA FEATURES(B)**

Code	Description	Sub	Sub Descript	L/B	Units	Unit Price	Yr	Gde	Dp Rt	Cnd	%Cnd	Apr Value
PAV1	PAVING-ASPH			L	7,000	1.50	2006		0		50	5,300
PK1	PARKING SPA			L	24	0.00	2006		0		100	0

No Photo On Record

**BUILDING SUB-AREA SUMMARY SECTION**

Code	Description	Living Area	Gross Area	Eff. Area	Unit Cost	Undeprec. Value
5.53						
<b>Ttl. Gross Liv/Lease Area:</b>		<b>0</b>	<b>0</b>	<b>0</b>		



# CITY OF MANCHESTER

## PLANNING AND COMMUNITY DEVELOPMENT

Leon L. LaFreniere, AICP  
Director

Planning & Land Use Management  
Building Regulations  
Code Enforcement Division  
Community Improvement Program  
Zoning Board of Adjustment

Pamela H. Goucher, AICP  
Deputy Director Planning & Zoning

Michael J. Landry, PE, Esq.  
Deputy Director Building Regulations

April 27, 2016

Alderman Patrick Long, Chairman  
Committee on Lands and Buildings  
Board of Mayor and Aldermen  
One City Hall Plaza  
Manchester, New Hampshire 03101

**Re: Request to acquire City-owned parcel located at Tax Map 356, Lot 1A, located behind 399 Silver Street**

Dear Chairman Long and Honorable Committee Members:

The purpose of this letter is to provide the Committee with the Planning and Community Development Department's recommendation regarding the request to purchase the above-referenced land. This recommendation is provided pursuant to Sections 34.15-25 of the Manchester, NH Code of Ordinances.

### Background

The area of land at issue is denoted as Map 356, Lot 1A on the City's tax map and GIS (hereinafter "City Land")<sup>1</sup>. It is an approximately 40-foot-wide strip of paved land located within a former railroad right-of-way owned by the City. It sits behind Tax Map 356, Lot 1, which has an address of 399 Silver Street and is owned by Mr. Robert Provencher (hereinafter "Provencher Parcel"). The request to purchase the City Land comes from Mr. Provencher, acting through his agent, Mr. Bernard Nardi. Mr. Provencher has owned his parcel since purchasing it in 2013 from the Disabled American Veterans, Chapter No. 1 (hereinafter "DAV"). *See attached aerial photograph and survey of 399 Silver Street.*

As shown on the aerial photograph and survey, the Provencher Parcel can accommodate only a few parking spaces on it. The City Land has room for significantly more parking spaces. Accordingly, shortly after purchasing his parcel from the DAV, Mr. Provencher petitioned this Committee for a revocable license to allow him to use the City Land for additional parking for his business. This committee favorably recommended the license to the Board of Mayor and Alderman, and the BMA granted the license in 2013. Prior to Mr. Provencher's purchase, the DAV had a similar license with

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<sup>1</sup> Mr. Provencher's correspondence states that a subdivision occurred, resulting in Map 356 Lot 1A. Although the land has its own tax map and lot number on the city's GIS, it has not been subdivided from the land originally conveyed to the City by the State. It appears that Mr. Provencher has assumed that, because the lot has been separated for tax purposes, it has been subdivided, which is inaccurate.

the City. These licenses were necessary because the City Land is part of land formerly used as a railroad corridor, which the State of New Hampshire conveyed to the City in 2002.

The State's conveyance came with restrictions, including a 30-foot transportation easement that runs down the corridor and allows for "any mode of public travel." The conveyance also required that the City manage the land as a recreational trail, that federal historic review must occur prior to alteration of the railroad corridor, and that State approval must be given before selling any of the corridor.

In 2005, the Board of Mayor and Aldermen adopted a policy to address these restrictions across the corridor. That policy specifically states that it "discourage[s] private sector uses on the . . . railroad corridor," "[t]hat the general public will retain continual freedom of movement over the . . . railroad corridor," and, "[e]xcept in cases of extreme hardship, that any and all uses permitted by the City shall be by written revocable license." *See attached railroad policy.*

Since the adoption of that policy, the City has issued a handful of revocable licenses to property owners. Recent grants have included use of the corridor for parking for a 9-unit apartment building on Belmont Street and for paved truck access to RSCC Aerospace and Defense on Hayward Street.

It would be unusual, however, for the BMA to sell any of the railroad corridor, as Mr. Provencher requests. The Planning Department has a record of only one such conveyance occurring since the enactment of the railroad policy. In 2015, this Committee received a request from the owner of Hoitt's Furniture at 267 Wilson Street to purchase a 0.096-acre, approximately 15-foot-wide strip of land from the side of the railroad corridor. Hoitt's asserted that the strip was necessary to access the rear loading dock of its building and that interested buyers had backed out of purchasing the property when they found out that access to loading docks was guaranteed only by a revocable license. The Committee met on February 17, 2015, then held a special meeting on June 2. During the special meeting, Fire Marshal Peter Lennon spoke, stating that the 15-foot strip of land is also necessary for fire access to the building and requested that the lane be maintained. The Committee recommended the sale of the 15-foot strip. After obtaining the required State approval of the sale, the Board of Mayor and Aldermen approved the sale in September. The conveyance left approximately 50 feet of the corridor's width remaining. *See attached survey of 267 Wilson Street.*

## **Recommendation**

The Planning and Community Development Department recommends that this Committee deny Mr. Provencher's request to deem the City Land surplus and sell it to him.

Selling the land to Mr. Provencher would contradict the intent of the City's railroad policy to allow the public "continual freedom of movement over the . . . railroad corridor." It would also contradict the requirement in the conveyance from the State that the City shall "use and manage the abandoned railroad corridor as a recreational trail for use by the general public." Unlike the 15-foot-wide strip requested by Hoitt's, Mr. Provencher requests to purchase an area that is approximately 40 feet wide. This would significantly impinge on the corridor, which is approximately 65 feet wide. Future use of the corridor as a public trail or right-of-way may be negatively affected if the City Land becomes privately owned.

Further, Mr. Provencher's petition requests ownership of the City Land, but his correspondence does not allege an "extreme hardship," as is required by the railroad policy. It appears that he is able to use his parking area well, without any hardship, with the existing revocable license. In contrast to Hoitt's

Furniture, all sides of Mr. Provencher's building are accessible without the use of the railroad corridor.  
*See attached photographs.*

For the foregoing reasons, this department recommends denial of the request. If you have any questions, staff from this department will be available at your meeting.

Sincerely,



Jeffrey Belanger, Senior Planner  
Manchester Planning and Community Development Department

Cc: Kevin Shepard, PE, Director of Public Works  
Robert Gagne, Chairman, Board of Assessors  
File

# Tax Map 356, Lot 1A

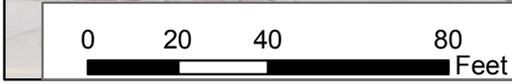
Parcel Owned by City and Requested for Sale

Silver Street

Maple Street

Tax Map 356, Lot 1  
Owned by Mr. Provencher

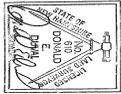
Tax Map 356, Lot 1A  
Owned by the City



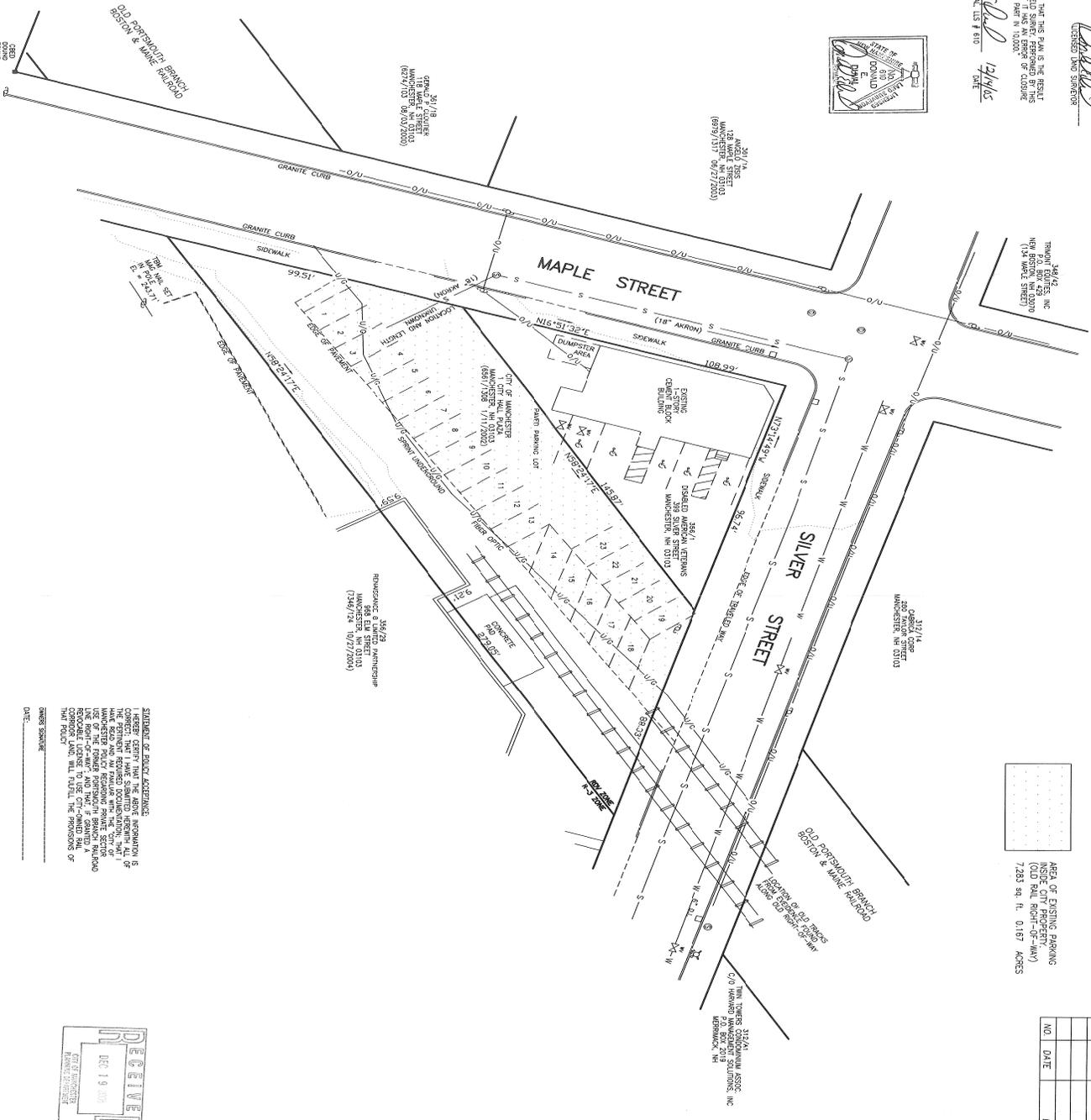
PERMIT TO RE-GRAB AND RE-ESTABLISH  
 THE CITY OF MANCHESTER  
 AND WANTS SHOWING THE LINES OF PUBLIC OR PRIVATE STREETS  
 SHOWN AS ALREADY ESTABLISHED AND THAT NO NEW LINES ARE  
 TO BE Laid OUT.

12/14/05  
 DONALD E. SWALE, L.S. # 610  
 DATE

THESE CITY MAPS ARE THE RESULT  
 OF A SURVEY MADE BY THE REGRAB  
 OFFICE AND THAT THE LINES OF PUBLIC  
 STREETS SHOWN THEREIN ARE  
 NOT TO BE CONSIDERED AS  
 A GUARANTEE OF THE CITY'S  
 LIABILITY.

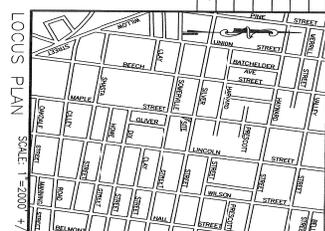


MAC B/2004



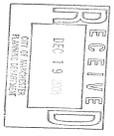
AREA OF EXISTING PARKING  
 INSIDE CITY PROPERTY  
 (OLD PAUL HIGH-SCHOOL)  
 1,283 SQ. FT. (0.167 ACRES)

NO.	DATE	DESCRIPTION	BY



- NOTES**
1. THE PURPOSE OF THIS PLAN IS TO SHOW THE EXISTING SITE CONDITIONS OF MAP #356 LOT 1 AND MORE PARTICULARLY THE EXISTING PARKING SPACES ON LAND OWNED BY THE CITY OF MANCHESTER.
  2. OWNER OF RECORD IS  
 DISABLED AMERICAN VETERANS  
 399 SILVER STREET  
 MANCHESTER, NH 03103
  3. DEED REFERENCE IS: H.C.R.D. B1759/P2377 (11/19/1967)
  4. ZONING OF THIS PARCEL IS ROW, REDEVELOPMENT, MIXED USE.
  5. TOTAL AREA OF PARCEL IS 5,272 SQ. FT. OR 0.12 ACRES.
  6. ELEVATIONS BASED ON NAVD83 FROM CITY OF MANCHESTER HIGHWAY DEPARTMENT PLANS FOR THE RECONSTRUCTION OF MAPLE STREET.
  7. UTILITIES SHOWN ARE FROM VISUAL ON-SITE OBSERVATION AND SHOULD BE RECHECKED BY THE PARTICULAR UTILITY OFFICE. LOCATIONS SHOULD BE RECHECKED BEFORE ANY WORK.

- REFERENCE PLANS**
1. "SUBDIVISION PLAN MAP 356, LOT 9 & 10, CORNERVILLE & OLIVER STREETS, MANCHESTER, NH FOR LAWRENCE DULAC" BY DUAL SURVEY, INC. MARCH 2002
  2. "D.C.D. PLAN #31754" FOR THE "RECONSTRUCTION OF MAPLE STREET" BY WARRIN & WOOD, L.L.S. JULY 1988. H.C.R.D. PLAN #22442
  3. "SUBDIVISION PLAN BOSTON & MARCEL HALE" BY GEORGE F. KELLER, INC. SEPT. 1985. H.C.R.D. PLAN #18135
  4. "PLAN SHOWING LAND OF F.M. HORT SHOE CORP. IN MANCHESTER" H.C.R.D. & PLAN #2569
  5. "CITY OF MANCHESTER DEPARTMENT OF HIGHWAYS ENGINEERING DIVISION MAPLE STREET-MARCEL STREET RECONSTRUCTION" CILLEY RD TO HARVARD ST. STA. 22+78 TO 29+17. SHEET 3"
  6. "TOPOGRAPHIC PLAN MAP 356, LOT 29, 415 SILVER STREET, MANCHESTER, NH FOR REVENANCE & LIMITED PARTNERSHIP" BY THIS OFFICE.



**SITE PLAN**  
 MAP #356 LOT 1  
 399 SILVER STREET  
 MANCHESTER, NH

PREPARED FOR  
**DISABLED AMERICAN VETERANS**

DECEMBER 14, 2005 1" = 20'



DUAL SURVEY, INC.  
 14 DARTMOUTH STREET  
 HOOKSETT, NH  
 (603) 668-2125

***City of Manchester Policy  
Regarding  
Private Sector Use of  
the Former Portsmouth Branch Railroad Line Right-of-Way***

1. *BECAUSE* the conveyance deed which transferred the former Portsmouth Branch Line right-of-way from the State of New Hampshire to the City of Manchester requires that the City of Manchester “*shall use and manage the abandoned railroad corridor as a recreational trail for use by the general public*”, and
2. *BECAUSE* that same deed requires that “*Any future alterations by the City of Manchester to the abandoned railroad corridor shall necessitate review by the Federal Highway Administration relative to the Section 106 historic review process*”; and
3. *BECAUSE* that same deed requires that the “*City of Manchester must obtain approval from the New Hampshire Department of Transportation before selling any portion of the abandoned railroad corridor*”; and
4. *BECAUSE* that same deed reserves to the State of New Hampshire “*a transportation easement, 30 feet in width, crossing all the [parcels associated with the former Portsmouth Branch Line ROW] for any mode of public travel. . . .*”, and
5. *BECAUSE* any application by the City for state and federal Section 106 historic review which would be necessitated by any alteration to the former Portsmouth Branch railroad corridor would represent a significant time and monetary expense to the City;
6. It is *CONSEQUENTLY* the policy of the City of Manchester to  
  
*PROMOTE* the development of authorized public recreational uses along the former Portsmouth Branch railroad corridor; and, in order to satisfactorily ensure this end,  
  
*DISCOURAGE* private sector uses on the former Portsmouth Branch railroad corridor.
7. In any exceptional case where the City is considering the authorization of private sector use of any portion of the former Portsmouth Branch railroad corridor, it is also the policy of the City of Manchester to ensure the following:
  - (a) That any terrain alteration activities will be strictly limited to removal of steel rails and wooden ballast works, the installation of recreational trails, and/or installation of a loam and grass seed cover and work will be carried out under the supervision, and to the satisfaction, of the Parks, Recreation and Cemetery Department;
  - (b) That all approved terrain alteration, recreational trail installation, and/or loam and grass seeding activity will be carried out and paid for by the authorized private sector entity;
  - (c) That no structure including fencing, not related to recreational trail usage will be constructed or placed within any portion of the former Portsmouth Branch railroad corridor;

- (d) That the general public will retain continual freedom of movement over the Portsmouth Branch railroad corridor;
  - (e) That no use will be authorized if its current or future purpose is to satisfy, or aid in satisfying for any private sector person or entity, any zoning ordinance, site plan or subdivision requirement, or any other municipal ordinance or regulation;
  - (f) That no use will be authorized if any activity associated with that use would sufficiently alter the former Portsmouth Branch railroad corridor in such a way as to necessitate any state or federal evaluation under the Section 106 historic review process;
  - (g) Except in cases of extreme hardship, that any and all uses permitted by the City shall be by written revocable license;
  - (h) That any and all issued licenses shall contain a provision which will allow it to be revocable by the City, in its sole discretion at any time for any reason. Upon revocation the private person or entity shall return Portsmouth Branch corridor to its original condition or to such condition as the Parks, Recreation and Cemeteries Department shall agree; and
  - (i) That any issued license may contain any provision deemed reasonable by the City Solicitor to carry out the intent of this policy or for any other purpose.
8. Procedure: Any person or entity wishing to use a portion of a former Portsmouth Branch railroad corridor shall:
- (a) Submit a written application to the Committee on Lands and Buildings (c/o the City Clerk) which shall include a listing of the specific uses planned for the former Portsmouth Branch railroad corridor and shall also include a site plan of the affected area which has been prepared and signed by a licensed surveyor. The site plan shall, at minimum, show the boundaries of the former Portsmouth Branch railroad corridor, the location of the applicant's property, and existing and proposed site conditions.
  - (b) The City Clerk shall send a copy of the application to the Planning and Community Development Department and to the Parks, Recreation and Cemeteries Department for review and recommendation.
  - (c) Once the City Clerk has received the recommendations of the Planning and Community Development and Parks, Recreation and Cemeteries Departments, the application along with the departmental recommendations shall be placed on the agenda of the Committee on Lands and Buildings for Committee action.
  - (d) Should the Committee on Lands and Buildings recommend that the uses proposed in the written application, as it may be amended, be allowed, that recommendation shall then be sent to the Board of Mayor and Aldermen for action.

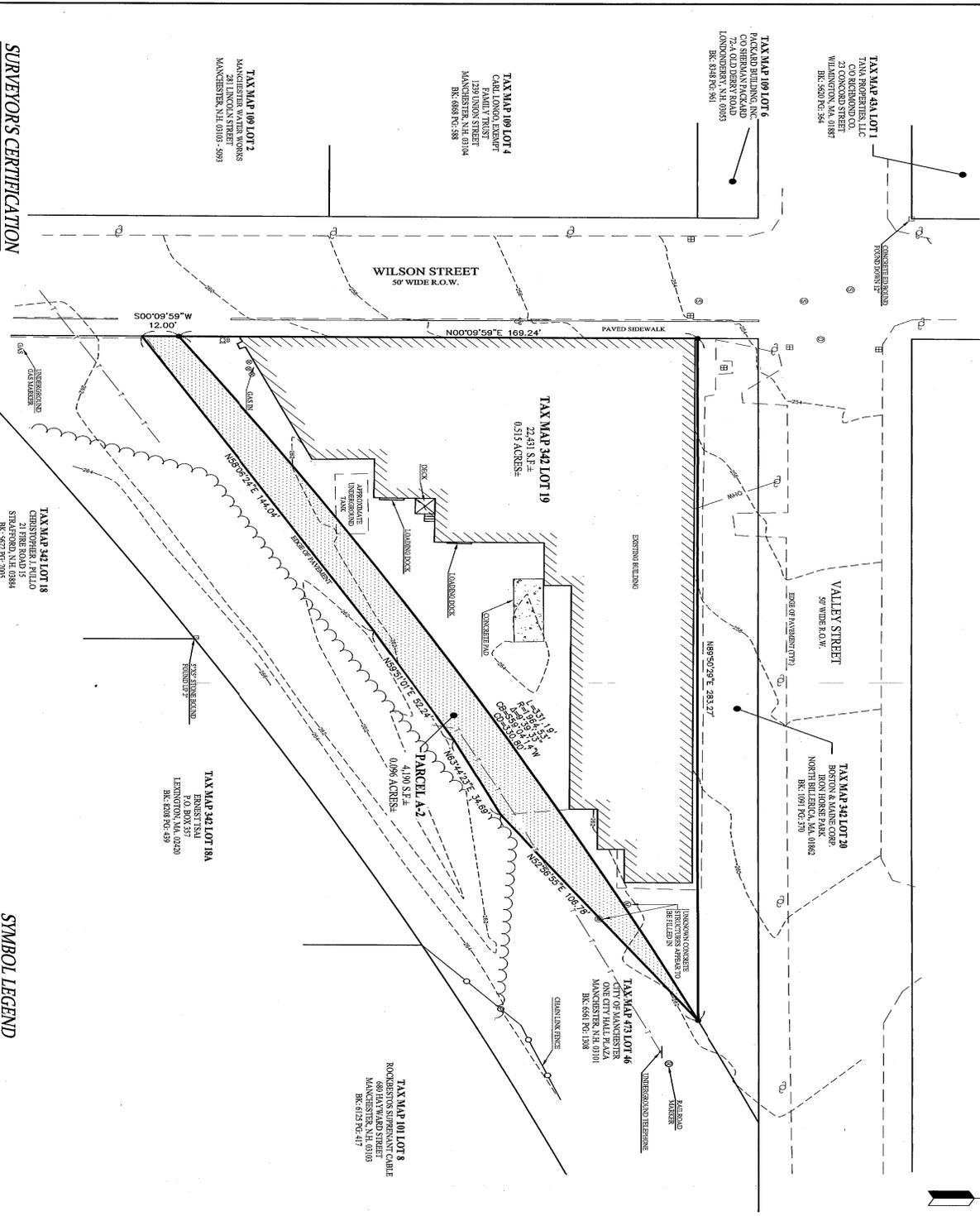
**REFERENCE PLANS**

1. BOXTON & MAINE RAILROAD VIAL SHEET 2840.
2. LAND OF USM CO. ON HALL, HARVARD & WILSON ST., MANCHESTER, NH. DATED 6/5/1933. PREPARED BY GEORGE C. BERMAN, HCD PLAN 911.
3. BOUNDARY PLAN OF LAND, TAX MAP 101 - LOT 8, TAX MAP 342 - LOT 41, VALLEY ST., HALL ST. & HARVARD ST., MANCHESTER, NH. OWNER OF RECORD, INTERNATIONAL PAPER, PREPARED FOR: PNC CORPORATION, DATED 3/15/1996. PREPARED BY ERIC C. MITCHELL & ASSOC. INC. HCD PLAN 28118.
4. AMOSGIG MANUFACTURING COMPANY PLANS.

**REFERENCE PLANS CONTINUED**

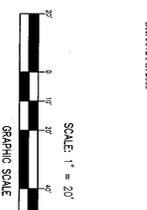
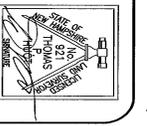
5. TAX MAP 128 LOT 1A. PROPOSED PAVING PLAN PREPARED FOR HAT PLAN & HOA TRAIL, LOCATED AT 666 VALLEY STREET, MANCHESTER, NH. LAST REVISED ON JUNE 19, 2014 AND PREPARED BY THIS OFFICE. ON FILE AT THIS OFFICE.
6. CITY OF MANCHESTER SECTION SHEET K.
7. SURVEY PLAN OF LAND FOR PETER SPRENG, HARVARD STREET, MANCHESTER, NH. DATED 3/17/1986. PREPARED BY MARTIN J. NICCO, RLS. HCD PLAN 19018.
8. PLAN OF LOTS OF THE ELLIOTT MANUFACTURING COMPANY, DATED 12/3/1892, PREPARED BY JOSEPH B. SAWYER, HCD PLAN 64.

TAX MAP 129 LOT 19  
MANCHESTER, NH - TOWN &  
P.O. BOX 159  
DESERVED, N.H. 03015  
BR. 5916 PG. 392



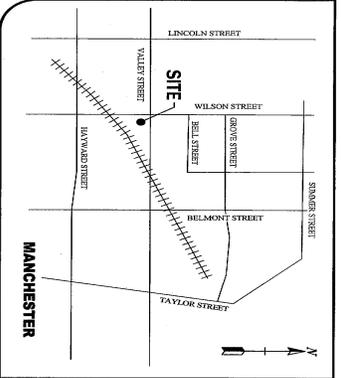
**SURVEYOR'S CERTIFICATION**

I, HEREBY CERTIFY THAT THIS SURVEY AND PLAN WERE PREPARED BY ME OR THOSE UNDER MY DIRECT SUPERVISION AND IS THE RESULT OF AN ACTUAL FIELD SURVEY MADE ON THE GROUND AND HAS AN ERROR OF CLOSURE OF GREATER ACCURACY THAN ONE PART IN TEN THOUSAND (1:10,000).  
DATE: 6/18/2015  
LICENSED LAND SURVEYOR



**SYMBOL LEGEND**

- ☉ WATER SHUTOFF
- ⊙ SEWER MANHOLE
- ⊙ DRAIN MANHOLE
- ⊙ GAS SHUTOFF
- ⊙ BOLLARD
- ☉ UTILITY POLE
- ⊠ CATCH BASIN
- ⊠ SIGN
- OVERHEAD WIRE
- REBAR W/ ID CAP OR RAIL ROAD SPIKE SET
- BOUND FOUND



**LOCUS MAP**  
NOT TO SCALE

**NOTES**

1. OWNERS OF RECORD:  
TAX MAP 342 LOT 19  
MARGUERITE C. LONGO &  
PAUL BUCKLEY SR. TRUSTEES  
CARL J. LONGO EXEMPT FAMILY TRUST  
SUITE 401  
75 MARKET STREET  
PORTLAND, ME 04101  
BR. 6888 PG. 588
2. THE INTENT OF THIS PLAN IS TO SHOW THE PROPOSED AMBINATION OF PARCELS A-2 TO BECOME A PART OF LOT 19.
3. THE SUBJECT PARCEL IS ZONED "RD", SETBACKS ARE AS FOLLOWS:  
FRONT = NONE  
SIDE = NONE  
REAR = NONE
4. THIS PLAN REPRESENTS EXISTING CONDITIONS, BOUNDARY EVIDENCE, AND HOMEOWNERS' AGREEMENT AS SHOWN BY THIS OFFICE IN JULY 2014.
5. THE SUBJECT PROPERTY IS NOT LOCATED WITHIN THE 100 YEAR 5,000 PLAN AS SHOWN ON THE FLOOD INSURANCE RATE MAP R24-HILLSBOROUGH COUNTY, NEW HAMPSHIRE. MAP NUMBER: 3301103070. EFFECTIVE DATE: SEPTEMBER 25, 2009.
6. ALL UNDERGROUND UTILITIES SHOWN ARE APPROXIMATE. THIS OFFICE HAS NOT LOCATED ANY UNDERGROUND UTILITIES. ALWAYS CALL DIG SAFE TO MARK OUT UNDERGROUND UTILITIES PRIOR TO ANY EXCAVATION ACTIVITIES.
7. THIS PLAN DOES NOT CONSTITUTE A LOT LINE ADJUSTMENT. APPROVAL FROM THE CITY OF MANCHESTER IS REQUIRED. THE DRAINING BOARD WOULD BE REQUIRED TO REVIEW THIS PLAN AND APPROVE IT. THE DRAINING BOARD OWNERS OF LOT 19 TO DEDICATE AN AREA THAT THEY WOULD LIKE TO PURCHASE FROM THE CITY OF MANCHESTER.

TAX MAP 342 LOT 19  
EXHIBIT PLAN 2  
PREPARED FOR:  
**CARL J. LONGO EXEMPT  
FAMILY TRUST**  
LOCATED AT:  
267 WILSON STREET  
MANCHESTER, NEW HAMPSHIRE

**SH LAND SERVICES**  
SHLANDSERVICES.COM  
1717 WELINGTON ROAD - MANCHESTER, NH  
PHONE: (603)-888-8800, FAX: (603)-548-7791  
SCALE: 1"=20'  
DATE: JUNE 13, 2015  
FB: 5 PG. 73  
& 1552  
JOB #2014188



Access to 356-1 from Silver Street



Access to 356-1 from Maple Street

*Brenda Masewic Adams, CTC  
Tax Collector*



*Deputy Tax Collector*

## ***CITY OF MANCHESTER TAX COLLECTOR***

### **Memorandum**

**DATE:** May 3, 2016  
**TO:** Committee on Lands & Buildings  
**FROM:** Brenda Masewic Adams, Tax Collector  
**RE:** Map 0356, Lot 0001A, Silver St

As requested, the following contains information regarding property located at:  
**SILVER ST**

Map/Lot: 0356/0001A  
Current Liens: None  
Back Taxes: \$5,127.67 as of 5/9/16  
Interest Per Day: \$1.37

The above-referenced was not a tax-deeded parcel and, as such, the Tax Collector's Office has no objections to the disposition of this property. Attached are statements of accounts.

Account description		Property address/description					
Owner name		Tax account ID		Roll		Total due	
Yr	P	Billed amt	Tax due	Pen/int	Other +/-	Costs	Total due
				Per diem	Per diem		
<b>0356</b>	<b>-0001A</b>						
						<b>SILVER ST</b>	
						<b>219934</b>	<b>RE REAL ESTATE TAX</b>
2013	2	1831.74	1831.74	524.90	.00	.00	2356.64
				.60	.00		
2014	1	916.27	916.27	201.97	.00	.00	1118.24
				.30	.00		
2014	2	982.53	982.53	163.89	.00	.00	1146.42
				.32	.00		
2015	1	454.74	454.74	45.63	.00	.00	500.37
				.15	.00		
2015	2	.00	.00	.00	.00	.00	.00
				.00	.00		
Property totals			4,185.28		.00		5,121.67
Total per diem:				936.39		.00	
				1.37	.00		
Grand totals:			4,185.28		.00		5,121.67
Per diem:				936.39		.00	
				1.37	.00		

Interest amounts shown above are calculated as of 5/09/2016

City of Manchester, NH  
 Tax Collector's Office  
 One City Hall Plaza  
 Manchester NH 03101  
 Phone: (603) 624-6575  
 5/09/16

Map-Lot  
 0356 -0001A

219934

CITY OF MANCHESTER  
 C/O ROBERT H PROVENCHER  
 333 CALEF RD  
 MANCHESTER NH 03103

Legal Description  
 SILVER ST

\* \* D E L I N Q U E N T T A X S T A T E M E N T \* \*

TAX YEAR =====	BASE TAX =====	PENALTY/INT =====	OTHER +/- =====	TOTAL DUE =====
13-2 RETX	1,831.74	524.90	.00	2,356.64
14-1 RETX	916.27	201.97	.00	1,118.24
14-2 RETX	982.53	163.89	.00	1,146.42
TOTAL 14	1,898.80	365.86	.00	2,264.66
15-1 RETX	454.74	45.63	.00	500.37
Total Due	4,185.28	936.39	.00	5,121.67

This is a statement of your delinquent REAL ESTATE TAX  
 as of 05/09/16.

BRADY SULLIVAN  
P R O P E R T I E S

Marc A. Pinard, General Counsel  
Direct Line: 603 657-9715  
Email: [mpinard@bradysullivan.com](mailto:mpinard@bradysullivan.com)  
Licensed to practice in New  
Hampshire & Massachusetts

November 23, 2015

NOV 24 2015  
VF

Mayor Ted Gatsas  
One City Hall Plaza  
Manchester, NH 03101

Re: Proposed Purchase of Land Comprising Plaza Drive

Dear Mayor Gatsas:

On behalf of Brady Sullivan Properties, LLC, and its affiliate, Brady Sullivan Plaza, LLC (collectively "Brady Sullivan"), I write to propose the purchase by Brady Sullivan of the land comprising Plaza Drive in Manchester for the sum of Fifty Thousand Dollars \$50,000.00.

If Brady Sullivan acquires the property, the City's tax base will be benefited and the City will no longer have to maintain the street and the sidewalks, saving the taxpayers significant expense.

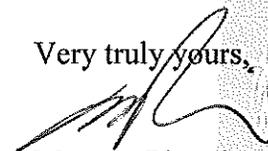
If a purchase is consummated, Brady Sullivan will agree to leave the area open to the public until such time as a development deal requires that the area be closed to public use. This will allow the public to continue to pass through the area in the interim.

The proposed purchase price is based upon the land not being useable by a Buyer other than the owner of the Plaza property, which significantly affects its potential market value.

Based on the totality of the circumstances, Brady Sullivan believes that the City will benefit greatly through this sale.

Thank you for your attention to this request. We look forward to your response.

Very truly yours,



Marc A. Pinard

670 N. COMMERCIAL STREET MANCHESTER NH 03101  
P 603.622.6223 F 603.622.7342  
BRADYSULLIVAN.COM

ADDENDUM NUMBER FOUR  
TO MANAGEMENT AGREEMENT

This Addendum to Management Agreement is made this \_ day of \_\_\_\_\_, 2016 by and between CITY OF MANCHESTER, a duly organized municipal corporation, having an address of One City Hall Plaza, Manchester, New Hampshire, 03101, by and through its Parks, Recreation & Cemetery Department, having an address of 625 Mammoth Road, Manchester, County of Hillsborough and State of New Hampshire (hereinafter called "Owner"), and BLL RESTAURANT, INC., a New Hampshire Corporation having a principal place of business at 625 Mammoth Road, Manchester, County of Hillsborough and State of New Hampshire (hereinafter called ("Manager")).

WHEREAS, the Owner and Manager have entered into a certain Management Agreement dated December 13, 2002 regarding the construction and management of certain premises owned by the Owner at 625 Mammoth Road ("Management Agreement"); and

WHEREAS, the Owner and Manager have entered into an Addendum to Management Agreement dated March 14, 2003;

WHEREAS, the Owner and Manager have entered into an Addendum Number Two to Management Agreement dated October 8, 2004;

WHEREAS, the Owner and Manager have entered into an Addendum Number Two to Management Agreement dated \_\_\_\_\_, 2012, and

WHEREAS, the Owner and Manager desire to further amend certain terms of the Management Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Section 2 of the Management Agreement is further amended by adding the following to the end of the amended Section:

“In addition to the areas set forth above, the Premises shall also consist of separate building to be constructed at Manager’s cost on the west side of Mammoth Road adjacent to the 10<sup>th</sup> hole of the golf course as currently located, consisting of a refreshment stand and bathroom facility. Said building shall be constructed consistent with current design features subject to approval of the Department of Public Works. Owner shall be responsible for any relocation of cart paths; Manager shall be responsible for all other costs associated with the design, construction, maintenance, and utilities arising from the use of said building.”

2. Section 3. **TERM**: shall be amended by adding the following language to the end of Section 3 a.:

“The parties stipulated to a Commencement Date of August 4, 2005 by agreement dated August 10, 2005. The initial term is hereby extended ELEVEN (11) Years to expire on August 4, 2041. The term may be extended an additional FIVE (5) years upon written mutual agreement of Owner and Manager.”

3. Exhibit B shall be amended by deleting paragraph 2 and adding the following language:

“2. **Minimum Share of Revenue**. Beginning on January 1, 2017 the Manager shall pay the Owner on the first of every month a Minimum Share of Revenue according to the following schedule:

From January 1, 2017 to December 31, 2031 \$12,500 per month.

From January 1, 2032 to December 31, 2036 \$13,125 per month.

From January 1, 2037 to December 31, 2041 \$13,750 per month.

From January 1, 2042 to the expiration of this Agreement \$14,583 per month.”

4. Exhibit B shall be amended by deleting paragraph 3.c. and adding the following language:

“For the period beginning on January 1, 2017 and ending on December 31, 2031, the Percentage Share of Revenue shall be the greater of \$42,000 or the amount equal to 1.5% of Gross Revenue. For the period beginning on January 1, 2032 and ending upon the termination of this Agreement, the Percentage Share of Revenue shall be the greater of \$49,000 or the amount equal to 1.5% of Gross Revenue.”

5. Prior to January 1, 2017, Manager shall to continue to make all payments due to the Owner under the terms of the Agreement in effect prior to the date of this Addendum.

6. Owner shall create a revenue account with funding at its discretion dedicated to expansion and reconfiguration of the parking lot. Manager shall be responsible for resolving any conflict arising from said expansion and golf play.

7. Owner shall create a capital reserve account funded at its discretion dedicated to golf course maintenance and improvements.

8. Owner shall continue to plow the parking lot.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed by a duly authorized person on the day and year first above-Written.

BLL RESTAURANT, INC.

CITY OF MANCHESTER

By: \_\_\_\_\_  
Michael Lanoie  
Treasurer

By: \_\_\_\_\_  
Hon. Theodore L. Gatsas  
Mayor

By: \_\_\_\_\_  
William Laberge  
President

# THE DERRYFIELD

City of Manchester:

The Derryfield Restaurant would also like to construct a snack shack located to the left of the 10<sup>th</sup> tee. The cost of the construction would be paid for by the restaurant (with the exception of the bathrooms and tree removal). The City is to review and approve plans.

The restaurant would also like to increase the size of the north lot (City to provide needed fill). The restaurant will provide engineered plan for City's approval.

These changes would also be incorporated in the addendum to the lease which is enclosed.

Sincerely,



Mike Lanoie  
The Derryfield Restaurant

ADDENDUM NUMBER FOUR  
TO MANAGEMENT AGREEMENT

This Addendum to Management Agreement is made this \_\_\_ day of \_\_\_\_\_, 2016 by and between CITY OF MANCHESTER, a duly organized municipal corporation, having an address of One City Hall Plaza, Manchester, New Hampshire, 03101, by and through its Parks, Recreation & Cemetery Department, having an address of 625 Mammoth Road, Manchester, County of Hillsborough and State of New Hampshire (hereinafter called "Owner"), and BLL RESTAURANT, INC., a New Hampshire Corporation having a principal place of business at 625 Mammoth Road, Manchester, County of Hillsborough and State of New Hampshire (hereinafter called ("Manager").

WHEREAS, the Owner and Manager have entered into a certain Management Agreement dated December 13, 2002 regarding the construction and management of certain premises owned by the Owner at 625 Mammoth Road ("Management Agreement");

WHEREAS, the Owner and Manager have entered into an Addendum to Management Agreement dated March 14, 2003;

WHEREAS, the Owner and Manager have entered into an Addendum Number Two to Management Agreement dated October 8, 2004;

WHEREAS, the Owner and Manager have entered into an Addendum Number Three to Management Agreement dated \_\_\_\_\_; and

WHEREAS, the Owner and Manager desire to further amend certain terms of the Management Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Section 3 of the Management Agreement is amended by adding the following to the end of the Section:

"The Term of this Agreement shall be extended for a Twenty-Five (25) year period commencing on \_\_\_\_\_ and terminating on \_\_\_\_\_. The Manager shall have the Option to Extend the term for one (1) additional period of five (5) years, commencing on \_\_\_\_\_ and terminating on \_\_\_\_\_ by providing the Owner with written notice of its intent to exercise this Option within ninety (90) days prior to termination. Such Option Term shall be on the same terms and conditions then in effect at the time the Option is exercised."

2. The first sentence of Exhibit B shall be amended as follows:

“The Share of Revenue shall consist of three components.”

3. Exhibit B, #2 shall be amended by replacing the existing language with the following:

“Beginning on \_\_\_\_\_ and on the first of every month thereafter, through the remaining term of this Management Agreement, Manager shall pay to Owner the amount of Twelve Thousand Dollars (\$12,000.00), in fulfillment of its Minimum Share of Revenue Obligations under the Management Agreement.”

4. Exhibit B, #3(a), (b), and (c) shall be amended by replacing the existing language with the following:

“For the period beginning on \_\_\_\_\_ through the remaining term of this Management Agreement, the Percentage Share of Revenue shall be an amount equal to 1.5% of Gross Revenues.”

5. Exhibit B, #4 as set forth in Addendum Number Three to Management Agreement is deleted in its entirety.

6. These Amendments shall become effective on \_\_\_\_\_.

7. All other provisions of the Management Agreement, as amended, shall remain in full force and effect. In the event of any inconsistency between this Addendum Number Four and the Management Agreement, as amended, the terms of this Addendum Number Four shall control.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed by a duly authorized person on the day and year first above-written.

CITY OF MANCHESTER

BLL RESTAURANT, INC.

By: \_\_\_\_\_  
Name: Theodore L. Gatsas

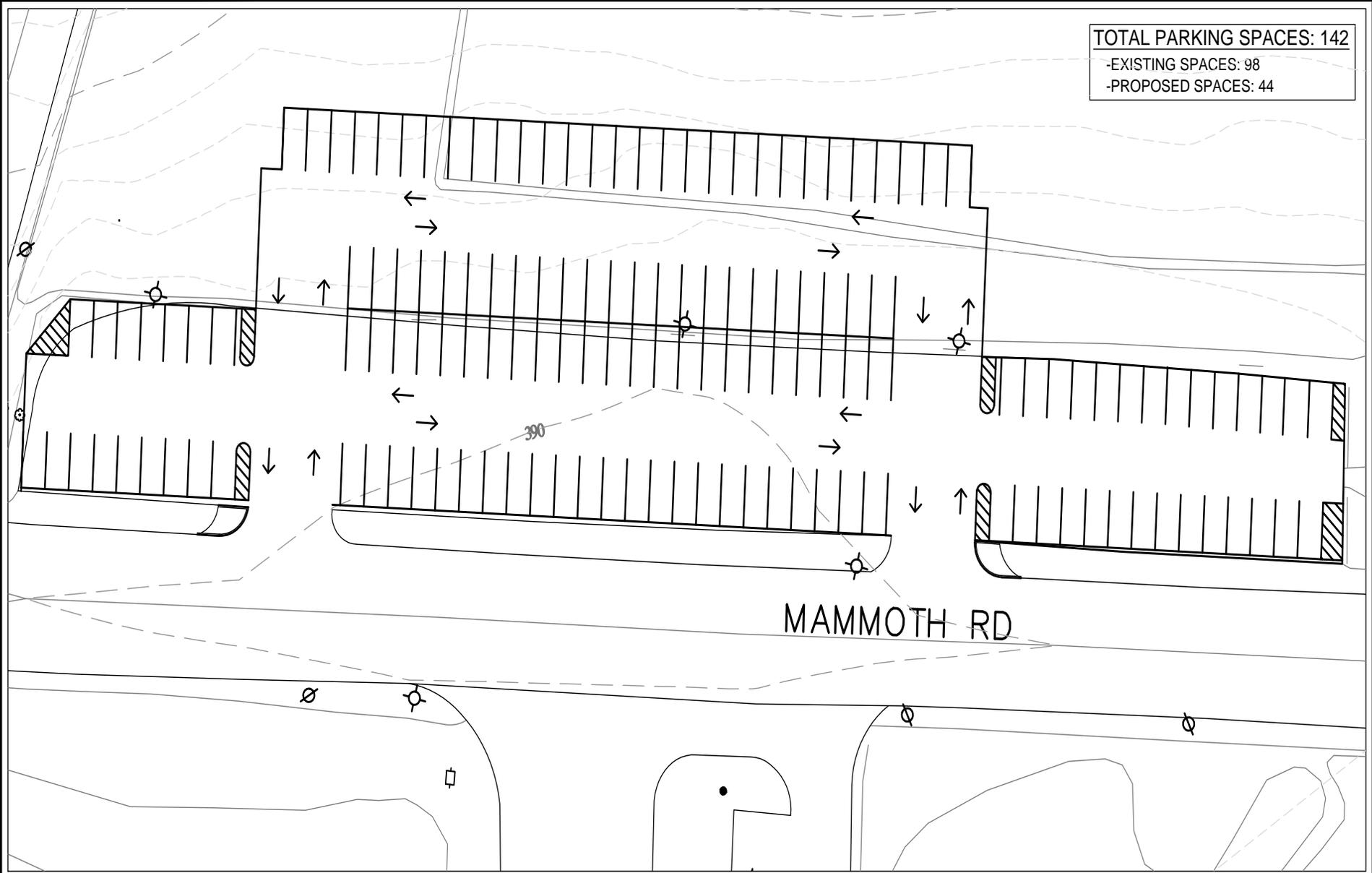
By: \_\_\_\_\_  
Name: Michael Lanoie

Title: Mayor

Title:

By: \_\_\_\_\_  
Name: William Laberge  
Title:

TOTAL PARKING SPACES: 142  
-EXISTING SPACES: 98  
-PROPOSED SPACES: 44



MAMMOTH RD

DERRYFIELD PARKING LOT  
SEPTEMBER, 2016  
DESIGN #3

← NORTH

SCALE  
1" = 30'

Derryfield Parking Lot

TOTAL PARKING SPACES: 142  
-Existing Parking Spaces: 98  
-New Parking Spaces: 44



WANNOTH ROAD



**Current Proposal**

	<b>Annual Payment</b>	<b>Profit Share</b>	<b>Total Annual</b>	<b>Running Total</b>
2017	\$ 150,000	\$ 42,000	\$ 192,000	\$ 192,000
2018	\$ 150,000	\$ 42,000	\$ 192,000	\$ 384,000
2019	\$ 150,000	\$ 42,000	\$ 192,000	\$ 576,000
2020	\$ 150,000	\$ 42,000	\$ 192,000	\$ 768,000
2021	\$ 150,000	\$ 42,000	\$ 192,000	\$ 960,000
2022	\$ 150,000	\$ 42,000	\$ 192,000	\$ 1,152,000
2023	\$ 150,000	\$ 42,000	\$ 192,000	\$ 1,344,000
2024	\$ 150,000	\$ 42,000	\$ 192,000	\$ 1,536,000
2025	\$ 150,000	\$ 42,000	\$ 192,000	\$ 1,728,000
2026	\$ 150,000	\$ 42,000	\$ 192,000	\$ 1,920,000
2027	\$ 150,000	\$ 42,000	\$ 192,000	\$ 2,112,000
2028	\$ 150,000	\$ 42,000	\$ 192,000	\$ 2,304,000
2029	\$ 150,000	\$ 42,000	\$ 192,000	\$ 2,496,000
2030	\$ 150,000	\$ 42,000	\$ 192,000	\$ 2,688,000
2031	\$ 150,000	\$ 42,000	\$ 192,000	\$ 2,880,000
			\$ 2,880,000	
2032	\$ 157,500	\$ 49,000	\$ 206,500	\$ 3,086,500
2033	\$ 157,500	\$ 49,000	\$ 206,500	\$ 3,293,000
2034	\$ 157,500	\$ 49,000	\$ 206,500	\$ 3,499,500
2035	\$ 157,500	\$ 49,000	\$ 206,500	\$ 3,706,000
2036	\$ 157,500	\$ 49,000	\$ 206,500	\$ 3,912,500
2037	\$ 165,000	\$ 49,000	\$ 214,000	\$ 4,126,500
2038	\$ 165,000	\$ 49,000	\$ 214,000	\$ 4,340,500
2039	\$ 165,000	\$ 49,000	\$ 214,000	\$ 4,554,500
2040	\$ 165,000	\$ 49,000	\$ 214,000	\$ 4,768,500
2041	\$ 165,000	\$ 49,000	\$ 214,000	\$ 4,982,500
			\$ 2,102,500	
2042	\$ 175,000	\$ 49,000	\$ 224,000	\$ 224,000
2043	\$ 175,000	\$ 49,000	\$ 224,000	\$ 448,000
2044	\$ 175,000	\$ 49,000	\$ 224,000	\$ 672,000
2045	\$ 175,000	\$ 49,000	\$ 224,000	\$ 896,000
2046	\$ 175,000	\$ 49,000	\$ 224,000	\$ 1,120,000

Notes:

2017-2031 Revenue Share increases to 1.5% of Gross from \$0 minimum \$42,000

2017-2031 Annual Payment increases to \$150,000

2032-2041 Annual Payment Increases by \$7,500 for 5 years and \$15,000 for balance

2032-2041 Revenue Share increases to \$49,000

2042-2046 Annual Payment increases to \$175,000

BLL constructs snack shack at its' cost with bathroom at 10th hole. Location coordinated w Parks  
 Snack shack design consistent with current building design subject to DPW approval  
 Re-routing of cart paths by Parks, all other costs by BLL

BMA creates revenue account with funding dedicated to parking lot construction (by DPW)

BLL responsible for solution if golf ball/parking lot problem arises

Capital reserve account created dedicated to DCC improvements throughout term  
 at City's discretion

2042-2046 Additional 5-year extension by mutual agreement

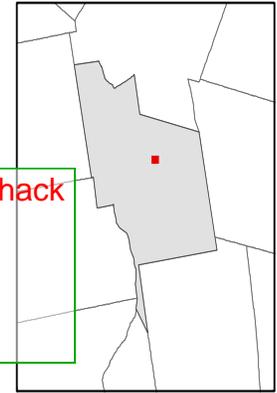
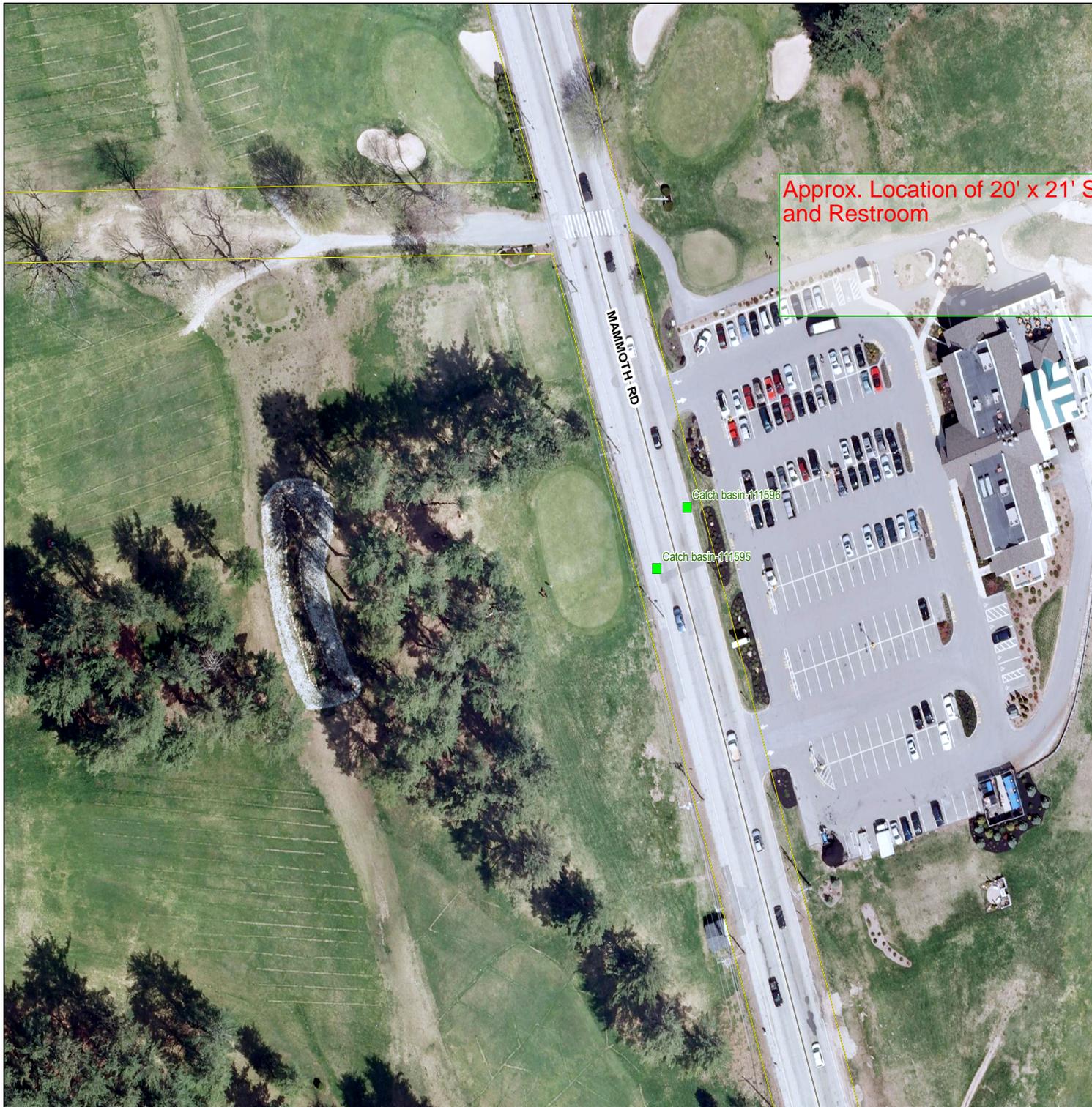
**Bill Original Proposal**

	<u>Annual Payment</u>	<u>Profit Share</u>	<u>Total Annual</u>	<u>Running Total</u>
2017	\$ 144,000	\$ 42,000	\$ 186,000	\$ 186,000
2018	\$ 144,000	\$ 42,000	\$ 186,000	\$ 372,000
2019	\$ 144,000	\$ 42,000	\$ 186,000	\$ 558,000
2020	\$ 144,000	\$ 42,000	\$ 186,000	\$ 744,000
2021	\$ 144,000	\$ 42,000	\$ 186,000	\$ 930,000
2022	\$ 144,000	\$ 42,000	\$ 186,000	\$ 1,116,000
2023	\$ 144,000	\$ 42,000	\$ 186,000	\$ 1,302,000
2024	\$ 144,000	\$ 42,000	\$ 186,000	\$ 1,488,000
2025	\$ 144,000	\$ 42,000	\$ 186,000	\$ 1,674,000
2026	\$ 144,000	\$ 42,000	\$ 186,000	\$ 1,860,000
2027	\$ 144,000	\$ 42,000	\$ 186,000	\$ 2,046,000
2028	\$ 144,000	\$ 42,000	\$ 186,000	\$ 2,232,000
2029	\$ 144,000	\$ 42,000	\$ 186,000	\$ 2,418,000
2030	\$ 144,000	\$ 42,000	\$ 186,000	\$ 2,604,000
2031	\$ 144,000	\$ 42,000	\$ 186,000	\$ 2,790,000
			\$ 2,790,000	
2032	\$ 144,000	\$ 42,000	\$ 186,000	\$ 2,976,000
2033	\$ 144,000	\$ 42,000	\$ 186,000	\$ 3,162,000
2034	\$ 144,000	\$ 42,000	\$ 186,000	\$ 3,348,000
2035	\$ 144,000	\$ 42,000	\$ 186,000	\$ 3,534,000
2036	\$ 144,000	\$ 42,000	\$ 186,000	\$ 3,720,000
2037	\$ 144,000	\$ 42,000	\$ 186,000	\$ 3,906,000
2038	\$ 144,000	\$ 42,000	\$ 186,000	\$ 4,092,000
2039	\$ 144,000	\$ 42,000	\$ 186,000	\$ 4,278,000
2040	\$ 144,000	\$ 42,000	\$ 186,000	\$ 4,464,000
2041	\$ 144,000	\$ 42,000	\$ 186,000	\$ 4,650,000
			\$ 1,860,000	

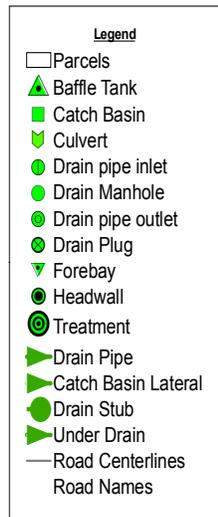
**Current Agreement**

<u>CPI</u>	<u>Annual Payment</u>	<u>Profit Share</u>	<u>Total Annual</u>	<u>Running Total</u>
2017	\$ 131,000	\$ 33,000	\$ 164,000	\$ 164,000
2018	0.015 \$ 132,965	\$ 33,000	\$ 165,965	\$ 329,965
2019	0.015 \$ 134,959	\$ 33,000	\$ 167,959	\$ 497,924
2019	0.015 \$ 136,984	\$ 33,000	\$ 169,984	\$ 667,908
2021	0.015 \$ 139,039	\$ 33,000	\$ 172,039	\$ 839,947
2022	0.015 \$ 141,124	\$ 33,000	\$ 174,124	\$ 1,014,071
2023	0.015 \$ 143,241	\$ 33,000	\$ 176,241	\$ 1,190,312
2024	0.015 \$ 145,390	\$ 33,000	\$ 178,390	\$ 1,368,702
2025	0.015 \$ 147,571	\$ 33,000	\$ 180,571	\$ 1,549,272
2026	0.015 \$ 149,784	\$ 33,000	\$ 182,784	\$ 1,732,057
2027	0.015 \$ 152,031	\$ 33,000	\$ 185,031	\$ 1,917,087
2028	0.015 \$ 154,311	\$ 33,000	\$ 187,311	\$ 2,104,399
2029	0.015 \$ 156,626	\$ 33,000	\$ 189,626	\$ 2,294,025
2030	0.015 \$ 158,975	\$ 33,000	\$ 191,975	\$ 2,486,000
2031	0.015 \$ 161,360	\$ 33,000	\$ 194,360	\$ 2,680,360
Current Contract Expiration			\$ 2,680,360	
2032	0.015 \$ 163,780	\$ 33,000	\$ 196,780	\$ 2,877,140
2033	0.015 \$ 166,237	\$ 33,000	\$ 199,237	\$ 3,076,378
2034	0.015 \$ 168,731	\$ 33,000	\$ 201,731	\$ 3,278,108
2035	0.015 \$ 171,262	\$ 33,000	\$ 204,262	\$ 3,482,370
2036	0.015 \$ 173,831	\$ 33,000	\$ 206,831	\$ 3,689,200
2037	0.015 \$ 176,438	\$ 33,000	\$ 209,438	\$ 3,898,638
2038	0.015 \$ 179,085	\$ 33,000	\$ 212,085	\$ 4,110,723
2039	0.015 \$ 181,771	\$ 33,000	\$ 214,771	\$ 4,325,494
2040	0.015 \$ 184,497	\$ 33,000	\$ 217,497	\$ 4,542,991
2041	0.015 \$ 187,265	\$ 33,000	\$ 220,265	\$ 4,763,256
			\$ 2,082,896	

Current assumes terms extended as is for comparison purposes



Area Map Showing Extent Of Map At Left



**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, NH (the "City"). This map is not survey-quality. All boundaries, easements, areas, measurements, rights-of-way, etc. appearing on this map should only be considered approximations, and as such have no official or legal value. The City makes no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of this information for any particular use. The City assumes no liability whatsoever associated with the use or misuse of this information. The official public records from which this information was compiled 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.