

CITY COUNCIL MEETING

MUNICIPAL COMPLEX, EILEEN DONDERO FOLEY COUNCIL CHAMBERS, PORTSMOUTH, NH

DATE: MONDAY, SEPTEMBER 18, 2017

TIME: 6:00 PM

AGENDA

- **6:00PM – PUBLIC DIALOGUE**

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **INVOCATION**
- IV. **PLEDGE OF ALLEGIANCE**

PRESENTATIONS

- 1. Revaluation Impact Analysis & Estimated Tax Rate
- 2. Impact Fees

- V. **ACCEPTANCE OF MINUTES** *(There are no minutes on for acceptance this evening)*

- VI. **PUBLIC DIALOGUE SUMMARY**

- VII. **PUBLIC HEARING AND VOTES ON ORDINANCES AND/OR RESOLUTIONS**

- A. PUBLIC HEARING/ADOPTION OF RESOLUTION AMENDING THE ELDERLY EXEMPTION LIMIT FROM PROPERTY TAX BASED ON ASSESSED VALUE FOR QUALIFYING TAXPAYERS:

Age 65-74	\$125,000.00, Increase of \$5,000.00
Age 75-79	\$175,000.00, Increase of \$15,000.00
Age 80+	\$225,000.00, Increase of \$25,000.00

- **PRESENTATION**
- **CITY COUNCIL QUESTIONS**
- **PUBLIC HEARING SPEAKERS**
- **ADDITIONAL COUNCIL QUESTIONS AND DELIBERATIONS**

(Sample motion – move to adopt the Resolution amending the Elderly Exemption Limit from Property Tax Based on Assessed Value for Qualifying Taxpayers)

- VIII. **APPROVAL OF GRANTS/DONATIONS**

- A. *Acceptance of Donation to the Coalition Legal Fund
 - Town of Rye - \$5,000.00

(Anticipated action – move to approve and accept the donation, as listed to be placed in the Coalition Legal Fund)

IX. CONSENT AGENDA

(ANTICIPATED ACTION - MOVE TO ADOPT CONSENT AGENDA)

- A. Letter from Kaity Stanton, Big Brothers Big Sisters of New Hampshire, requesting permission to close Pleasant Street on Saturday, June 16, 2018 from 3:00 p.m. – 6:00 p.m. for the Annual Stiletto Sprint (Rain Date Sunday, June 17, 2018)
- B. Request for License to Install Projecting Sign from Joe Kelly owner of Joe's Pizza for property located at 124 Congress Street **(Anticipated action – move to approve the aforementioned Projecting Sign License as recommended by the Planning Director, and further, authorize the City Manager to execute the License Agreement for this request)**

Planning Director's Stipulations:

- **The license shall be approved by the Legal Department as to content and form;**
- **Any removal or relocation of projecting sign, for any reason, shall be done at no cost to the City; and**
- **Any disturbance of a sidewalk, street or other public infrastructure resulting from the installation, relocation or removal of the projecting sign, for any reason shall be restored at no cost to the City and shall be subject to review and acceptance by the Department of Public Works**

- C. Request for License to Install Projecting Sign from John Murdock owner of Marketplace Home Mortgage for property located at 77 Hanover Street **(Anticipated action – move to approve the aforementioned Projecting Sign License as recommended by the Planning Director, and further, authorize the City Manager to execute the License Agreement for this request)**

Planning Director's Stipulations:

- **The license shall be approved by the Legal Department as to content and form;**
- **Any removal or relocation of projecting sign, for any reason, shall be done at no cost to the City; and**
- **Any disturbance of a sidewalk, street or other public infrastructure resulting from the installation, relocation or removal of the projecting sign, for any reason shall be restored at no cost to the City and shall be subject to review and acceptance by the Department of Public Works**

- D. Request for License to Install Projecting Sign from Diane Crespo owner of Diane Crespo Fine Art Gallery for property located at 92 Pleasant Street **(Anticipated action – move to approve the aforementioned Projecting Sign License as recommended by the Planning Director, and further, authorize the City Manager to execute the License Agreement for this request)**

Planning Director's Stipulations:

- ***The license shall be approved by the Legal Department as to content and form;***

- ***Any removal or relocation of projecting sign, for any reason, shall be done at no cost to the City; and***

- ***Any disturbance of a sidewalk, street or other public infrastructure resulting from the installation, relocation or removal of the projecting sign, for any reason shall be restored at no cost to the City and shall be subject to review and acceptance by the Department of Public Works***

- E. Letter from Laurie Mantegari, Scarecrows of the Port Committee, requesting permission to place scarecrows in designated locations throughout the Downtown Area (***Sample motion – move to refer to the Acting City Manager with power***)

X. PRESENTATION & CONSIDERATION OF WRITTEN COMMUNICATIONS & PETITIONS

(See E-mail Correspondence)

XI. REPORTS AND COMMUNICATIONS FROM CITY OFFICIALS

A. ACTING CITY MANAGER

Acting City Manager's Items Which Require Action:

1. Request for Ratification of an Intergovernmental Agreement between the New Hampshire Division of Homeland Security and Emergency Management and the Community of Portsmouth, New Hampshire
2. Request for Authorization to Accept Utility Easement Re: 4 Sylvester Street
3. City Appointments to Cancer Cluster and Drinking Water Commissions
4. 299 Vaughan Street
5. Report Back Re: Toxic-Free Weed Control Resolution

Acting City Manager's Informational Items:

1. Events Listing
2. Memorial Bridge Lighting Policy
3. Report Back Re: Sagamore Bridge Jumping
4. Report Back Re: 2017 Annual Department Inspection's Report
5. Letter from NH DOT Re: Acceptance into the Type II Highways Noise Abatement Program

B. MAYOR BLALOCK

1. Appointment to be Considered:
 - Reappointment of Ronald Zolla to the Economic Development Commission
2. *Appointments to be Voted:
 - Appointment of Richard Katz to the Library Board of Trustees
 - Reappointment of Stephanie Hausman to the Library Board of Trustees
 - Reappointment of Donald Margeson to the Library Board of Trustees
 - Reappointment of Sarah Lachance to the Economic Development Commission
3. Resignation – John Mayer from the Historic District Commission

C. ASSISTANT MAYOR SPLAINE

1. Revisiting North Cemetery Wall Placement

D. COUNCILOR LOWN

1. Parking and Traffic Safety Committee Meeting of September 7, 2017 (***Sample motion – move to approve and accept the minutes of the September 7, 2017 Parking and Traffic Safety Committee meeting***)

E. COUNCILOR SPEAR

1. Fire Department Study Committee

F. COUNCILOR DENTON

1. Offshore Wind Development Resolution

XII. MISCELLANEOUS/UNFINISHED BUSINESS

XIII. ADJOURNMENT

**KELLI L. BARNABY, MMC, CMC, CNHMC
CITY CLERK**

**Indicates Verbal Report*

INFORMATIONAL ITEMS

(There are no items under this section of the Agenda)

NOTICE TO THE PUBLIC WHO ARE HEARING IMPAIRED: Please contact Dianna Fogarty at 603-610-7270 one-week prior to the meeting for assistance.

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Portsmouth City Council on Monday, September 18, 2017 at 7:00 p.m., Eileen Dondero Foley Council Chambers, Municipal Complex, 1 Junkins Avenue, Portsmouth, NH, on a Resolution amending the Elderly Exemption Limit from Property Tax based on assessed value for qualifying taxpayers:

Age 65-74	\$125,000.00, Increase of \$ 5,000.00
Age 75-79	\$175,000.00, Increase of \$15,000.00
Age 80+	\$225,000.00, Increase of \$25,000.00

The complete Resolution is available for review in the Office of the City Clerk and Portsmouth Public Library, during regular business hours.

KELLI L. BARNABY, MMC, CMC, CNHMC
CITY CLERK

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The complete Resolution is available for review in the Office of the City Clerk and Portsmouth Public Library, during regular business hours.

KELLI L. BARNABY, MMC, CMC, CNHMC
CITY CLERK

PM400308721

**THE CITY OF PORTSMOUTH
TWO THOUSAND SEVENTEEN
PORTSMOUTH, NEW HAMPSHIRE**

RESOLUTION # - 2017

BE IT RESOLVED:

Pursuant to RSA 72:39-b the City hereby amends the elderly exemption limit from property tax based on assessed value for qualifying taxpayers:

Ages 65-74	\$125,000.00, Increase of \$5,000.00
Ages 75-79	\$175,000.00, Increase of \$15,000.00
Ages 80+	\$225,000.00, Increase of \$25,000.00

THAT this Resolution shall take effect upon its passage.

APPROVED:

JACK BLALOCK, MAYOR

**ADOPTED BY THE CITY COUNCIL:
, 2017**

**KELLI L. BARNABY, MMC, CNHMC
CITY CLERK**

NOTE: This exemption is effective for the tax year April 1, 2017.



September 7, 2017

Mayor Jack Blalock
Portsmouth City Council
1 Junkins Avenue
Portsmouth, NH 03801

Dear Mayor Blalock and the Portsmouth City Council,

Big Brothers Big Sisters of New Hampshire would like to respectfully request approval to close Pleasant Street on Saturday, June 16, 2018 from 3pm – 6pm for the Annual *Stiletto Sprint*. We further request to reserve the following Sunday, June 17, 2018 for a rain date.

Our Young Philanthropists for Mentoring (YP4M) Committee will be organizing the Stiletto Sprint once again. The YP4M Committee is a group of young professionals who help raise financial support and awareness for Big Brothers Big Sisters of New Hampshire.

This year's Stiletto Sprint was our most successful to date, raising funds for our mentoring programs while garnering positive media coverage for the City and awareness of the agency. All proceeds from this event will support Big Brothers Big Sisters' mission to provide children facing adversity with strong and enduring, professionally supported, one-to-one relationships that change their lives for the better, forever.

Big Brothers Big Sisters of New Hampshire will work with your Council and the Fire and Police Departments to make this a successful and minimally disruptive event. We will require every participant to sign a release of liability waiver as well.

Please know that our agency is willing to work with your Council to select an alternative date and/or time and/or street to host this event if necessary.

If you have any questions regarding this proposal, please contact me at kstanton@bbbsnh.org or 603-430-1140 x 1001. We look forward to continued collaboration with the City of Portsmouth.

Sincerely,

Kaity Stanton
Special Events Manager

Headquarters: 4 Greenleaf Woods Drive #201, Portsmouth, NH 03801 (603) 430-1140

Greater Keene: 310 Marlboro Street, Keene, NH 03431 (603) 352-9536

Greater Nashua & Salem: One Positive Place, Nashua, NH 03060 (603) 883-4851

M E M O R A N D U M

TO: Nancy Colbert Puff, Acting City Manager

FROM: Juliet T. H. Walker, Planning Director *JTW*

DATE: September 5, 2017

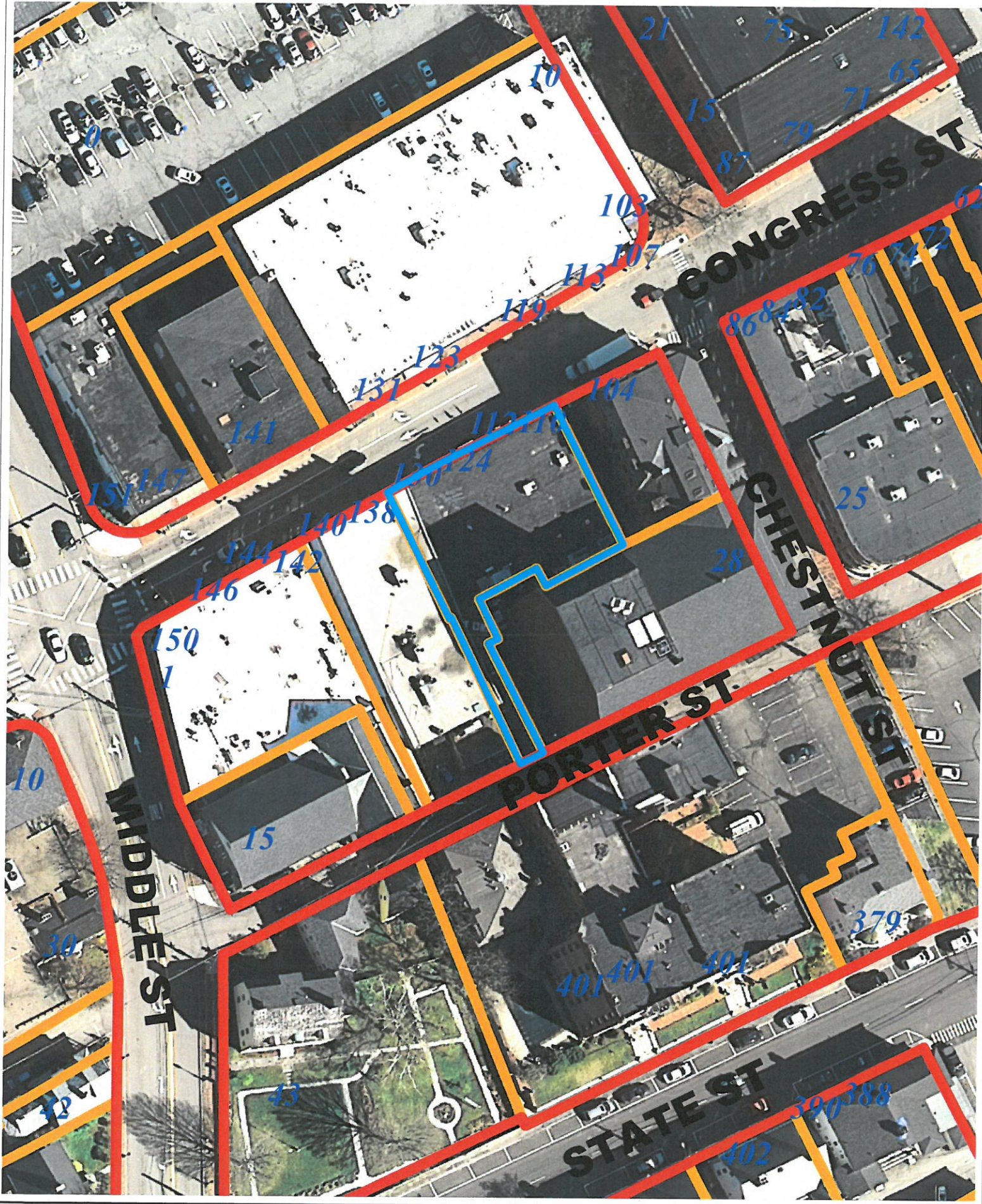
RE: City Council Referral – Projecting Sign
Address: 124 Congress Street
Business Name: Joe's Pizza
Business Owner: Joe Kelly

Permission is being sought to install a projecting sign that extends over the public right of way, as follows:

Sign dimensions: 38" x 75"
Sign area: 39.6 sq. ft.

The proposed sign complies with zoning requirements. If a license is granted by the City Council, no other municipal approvals are needed. Therefore, I recommend approval of a revocable municipal license, subject to the following conditions:

1. The license shall be approved by the Legal Department as to content and form;
2. Any removal or relocation of the sign, for any reason, shall be done at no cost to the City; and
3. Any disturbance of a sidewalk, street or other public infrastructure resulting from the installation, relocation or removal of the sign, for any reason, shall be restored at no cost to the City and shall be subject to review and acceptance by the Department of Public Works.



Map produced by Planning Department 9-5-17

**Request for Projecting Sign License
124 Congress St.**

EXISTING:



Each side:
108" x 48"
36 S.F.

Two signs together:
216" x 96"
72 S.F.



89 Oak St. Dover, NH 03820 - 603.742.1517

Job Description: Wall Sign

Date: 8.14.17

This is an original, unpublished drawing owned by Sundance Sign Company. This drawing is protected under the U.S. Copyright laws. It is being submitted for your viewing only, and is NOT to be shown to anyone outside of your organization. Any use, reproduction, copying or exhibiting this drawing without express written consent of Sundance Sign Company will constitute your agreement to incur all expenses involved with the creation of this drawing, and all legal costs to acquire those costs if required.

PROPOSED:



Each side:

75x 37.5"

19.5" S.F.

Two signs together:

150" x 75"

39 S.F.



89 Oak St. Dover, NH 03820 • 603.742.1517

Job Description: Wall Sign

Date: 8.28.17

This is an original, unpublished drawing owned by Sundance Sign Company. This drawing is protected under the U.S. Copyright laws. It is being submitted for your viewing only, and is NOT to be shown to anyone outside of your organization. Any use, reproduction, copying or exhibiting this drawing without express written consent of Sundance Sign Company will constitute your agreement to incur all expenses involved with the creation of this drawing, and all legal costs to acquire those costs if required.

CITY OF PORTSMOUTH, NH
SIGN PERMIT APPLICATION

DATE: 8.29.17

Inspection Department, 1 Junkins Ave. Portsmouth, NH 03801
 Office Number: (603) 610-7243 **(Facsimiles Not Accepted)**

Zone Dist.: CD4

Street Address of Sign(s): 124 Congress Street Map #: _____ Sign District: 3

Business Name: Joe's Pizza Phone #: _____

Business Owner Name: Joe Kelley Phone #: _____

Sign Contractor: Sundance Signs Address: 89 Oak Street, Dover NH Phone #: 742-1517

EXISTING SIGNS: (On ENTIRE Property)

PROPOSED SIGNS:

	#	Qty.	L (In.)	H (In.)	S.F. (S.F.)	Ht.* (Ft.)	Ltg.**	Being Removed?		Qty.	L (In.)	H (In.)	S.F. (S. F.)	Ht.* (Ft.)	Ltg.**
Wall / Attached	1					n/a			1	2	38	75	39.6	n/a	N
	2					n/a			2					n/a	
	3					n/a			3					n/a	
	4					n/a			4					n/a	
	5					n/a			5					n/a	
Free- Standing	6								6						
	7								7						
	8								8						
Projecting	9								9						
	10								10						
Awning	11							11							
Canopy	12								12						
Parapet	13								13						
Roof	14								14						
Marquee	15								15						
Spl. Event	16	-----	-----	-----	-----	-----	-----	-----	16						
Temp.	17	-----	-----	-----	-----	-----	-----	-----	17						

Existing Signs Total: SF

New Signs Total: 39.6 SF

* Height is from ground to sign bottom for Projecting & Awnings, and to sign top for Free-Standing & Monuments.
 ** Ltg.: E=External, I/F=Internal/Florescent, I/N=Internal/Neon, H=Halo, LED=Light Emitting Diode

Total the sign areas of all existing sign(s) that are remaining on the property and all new sign(s) here:
Do not include any existing signs that are being removed.

Wall Attached: 39.6 SF Awning: SF Roof: SF
 Spl. Event SF Free-Stand.: SF Canopy: SF Marquee: SF
 SF Projecting: SF Parapet: SF Temporary: SF

TOTAL SIGN AREA: 39.6 SF (exclude temporary & F.S. signs)

Total # of New Signs: 2 Total # Temp. Signs:

Store front dimension is NEEDED for complete review of application:

Store Front Linear Frontage: Feet - **On Site Plan List Setback dimensions and Location of Signs**

For Office Use: Allow Area: Factor 2 X Store Front SF TOTAL

Allow FS Hgt. 12 Allow Area: Factor X SF TOTAL

Allow. Areas: (ea.) Wall = 40 Projecting = 12 Roof = na Marquee = 20

Temp.= Freestd.= 20 Parapet = na Awning = 20 Canopy = na

Stipulations / Comments: Signs will project 16" from the face of the building. Interior angle greater than 45 degrees

Code Official: _____ Date: 29-Aug-17

MEMORANDUM

TO: Nancy Colbert Puff, Acting City Manager

FROM: Juliet T. H. Walker, Planning Director *JTW*

DATE: September 11, 2017

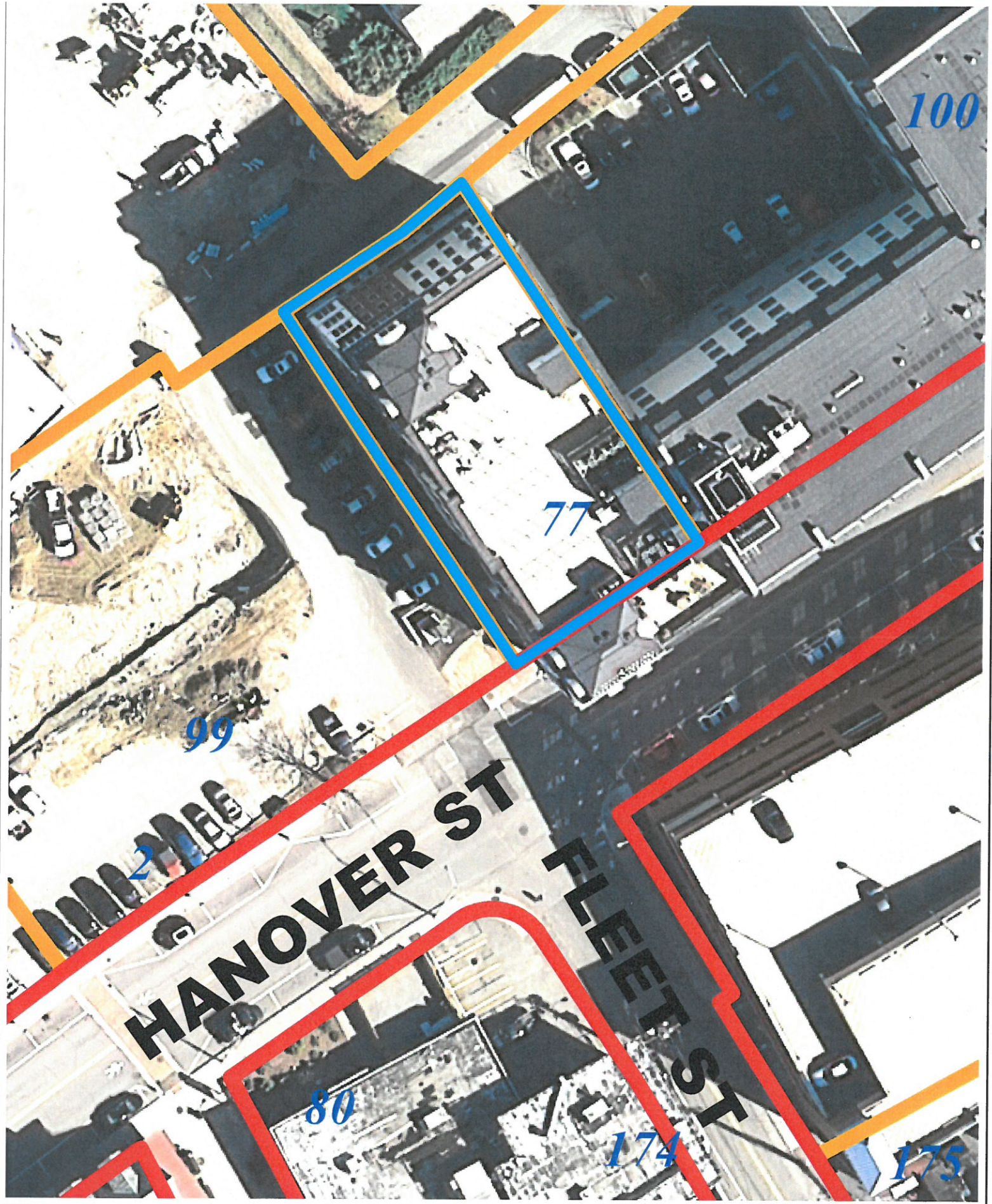
RE: City Council Referral – Projecting Sign
Address: 77 Hanover Street
Business Name: Marketplace Home Mortgage
Business Owner: John Murdock

Permission is being sought to install a projecting sign that extends over the public right of way, as follows:

Sign dimensions: 36" x 45"
Sign area: 11.3 sq. ft.

The proposed sign complies with zoning requirements. If a license is granted by the City Council, no other municipal approvals are needed. Therefore, I recommend approval of a revocable municipal license, subject to the following conditions:

1. The license shall be approved by the Legal Department as to content and form;
2. Any removal or relocation of the sign, for any reason, shall be done at no cost to the City; and
3. Any disturbance of a sidewalk, street or other public infrastructure resulting from the installation, relocation or removal of the sign, for any reason, shall be restored at no cost to the City and shall be subject to review and acceptance by the Department of Public Works.



0 25 50 100 Feet

Map produced by Planning Department 9-11-17

**Request for Projecting Sign License
77 Hanover St.**

PROOF for: 77 Hanover Street Signs

Company Marketplace Home Mortgage
 Name John Murdock e-mail: jmurdock@marketplacehome.com
 Phone 855-927-2500 954-328-5999
 Date 8/17/17
 Est. Due Date _____
 Saved as: marketplace home mortgage.cdr



TIMBERLINE SIGNS
 139 Lafayette Road Rye, NH 03870
 p.603-964-1575 f.603-964-1576
 www.timberlinesigns.com chuck@timberlinesigns.com



Format vinyl on dibond
 Size 36" x 44.5" and 25" x 82.5"
 Sides _____
 Quantity _____
 Color Scheme _____

Installation _____
 Hardware _____
 Misc. _____

I hereby authorize TIMBERLINE SIGNS to produce the above layout. 100% Payment will be expected upon completion of project unless other arrangements have been made prior. Customer has the option to purchase the artwork to be used as a logo or for other personal promotions for a determined fee. For pricing please inquire within. All designs and custom artwork remain the property of Timberline Signs until the order is complete and paid in full.

Please review, make necessary corrections, sign and fax or return to Timberline Signs, LLC. We will not begin production until this document is signed and returned. A 50% deposit is required to begin production on all jobs exceeding \$100.

Note: Designs are not actual size and Colors do not accurately represent finished product colors.

Signature: _____ **Date:** _____

Please Return signed Fax to **603.964.1576**

SIGN PERMIT APPLICATION

Inspection Department, 1 Junkins Ave. Portsmouth, NH 03801
Office Number: (603) 610-7243 (Facsimiles Not Accepted)

Zone Dist.: 3

Street Address of Sign(s): 77 Hanover Street Map #: Sign District: **CD5**
 Business Name: Market Place Home Mortgage, LCC Phone #:
 Business Owner Name: Harbor Hill Condo Master Card Phone #:
 Sign Contractor: Timberline Signs Address: Phone #: 964-1575

EXISTING SIGNS: (On ENTIRE Property)

PROPOSED SIGNS:

	#	Qty.	L (In.)	H (In.)	S.F. (S.F.)	Ht.* (Ft.)	Ltg.**	Being Removed?		Qty.	L (In.)	H (In.)	S.F. (S.F.)	Ht.* (Ft.)	Ltg.**
Wall / Attached	1					n/a			1	1	83	25	14.4	n/a	N
	2					n/a			2					n/a	
	3					n/a			3					n/a	
	4					n/a			4					n/a	
	5					n/a			5					n/a	
Free-Standing	6								6						
	7								7						
	8								8						
Projecting	9								9	1	36	45	11.3	8.0	E
	10								10				REFACE		
Awning	11								11						
Canopy	12								12						
Parapet	13								13						
Roof	14								14						
Marquee	15								15						
Spl. Event	16	-----	-----	-----	-----	-----	-----	-----	16						
Temp.	17	-----	-----	-----	-----	-----	-----	-----	17						

Existing Signs Total: SF

New Signs Total: 25.7 SF

* Height is from ground to sign bottom for Projecting & Awnings, and to sign top for Free-Standing & Monuments.
 ** Ltg.: E=External, I/F=Internal/Florescent, I/N=Internal/Neon, H=Halo, LED=Light Emitting Diode

Total the sign areas of all existing sign(s) that are remaining on the property and all new sign(s) here:

Do not include any existing signs that are being removed.

Wall Attached: 14.4 SF Awning: _____ SF Roof: _____ SF
 Spl. Event Free-Stand.: _____ SF Canopy: _____ SF Marquee: _____ SF
 SF Projecting: 11.3 SF Parapet: _____ SF Temporary: _____ SF

TOTAL SIGN AREA: 25.7 SF (exclude temporary & F.S. signs)

Total # of New Signs: 2 Total # Temp. Signs: _____

Store front dimension is NEEDED for complete review of application:

Store Front Linear Frontage: 95 Feet - **On Site Plan List Setback dimensions and Location of Signs**

For Office Use: Allow Area: Factor _____ X _____ 95 Store Front _____ SF TOTAL
 Allow FS Hgt. _____ Allow Area: Factor _____ X _____ SF TOTAL
Allow. Areas: (ea.) Wall = _____ Projecting = _____ Roof = _____ Marquee = _____
 Temp. = _____ Freestd. = _____ Parapet = _____ Awning = _____ Canopy = _____

Stipulations / Comments:

Code Official:

Date: 5-Sep-17

MEMORANDUM

TO: Nancy Colbert Puff, Acting City Manager

FROM: Juliet T. H. Walker, Planning Director *JTW*

DATE: September 11, 2017

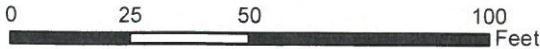
RE: City Council Referral – Projecting Sign
Address: 92 Pleasant Street
Business Name: Diane Crespo Fine Art Gallery
Business Owner: Diane Crespo

Permission is being sought to install a projecting sign that extends over the public right of way, as follows:

Sign dimensions: 24" x 24"
Sign area: 4 sq. ft.

The proposed sign complies with zoning requirements. If a license is granted by the City Council, no other municipal approvals are needed. Therefore, I recommend approval of a revocable municipal license, subject to the following conditions:

1. The license shall be approved by the Legal Department as to content and form;
2. Any removal or relocation of the sign, for any reason, shall be done at no cost to the City; and
3. Any disturbance of a sidewalk, street or other public infrastructure resulting from the installation, relocation or removal of the sign, for any reason, shall be restored at no cost to the City and shall be subject to review and acceptance by the Department of Public Works.



**Request for Projecting Sign License
92 Pleasant St.**

Map produced by Planning Department 9-11-17

Diane
Crespo

FINE ART GALLERY

CITY OF PORTSMOUTH, NH
SIGN PERMIT APPLICATION

DATE: 9.5.17

Inspection Department, 1 Junkins Ave. Portsmouth, NH 03801
Office Number: (603) 610-7243 (Facsimiles Not Accepted)

Zone Dist.: 3

Street Address of Sign(s): 77 Hanover Street Map #: _____ Sign District: **CD5**

Business Name: Market Place Home Mortgage, LCC Phone #: _____

Business Owner Name: Harbor Hill Condo Master Card Phone #: _____

Sign Contractor: Timberline Signs Address: _____ Phone #: 964-1575

EXISTING SIGNS: (On ENTIRE Property)

PROPOSED SIGNS:

	#	Qty.	L (In.)	H (In.)	S.F. (S.F.)	Ht.* (Ft.)	Ltg.**	Being Removed?		Qty.	L (In.)	H (In.)	S.F. (S. F.)	Ht.* (Ft.)	Ltg.**
Wall / Attached	1					n/a			1	1	83	25	14.4	n/a	N
	2					n/a			2					n/a	
	3					n/a			3					n/a	
	4					n/a			4					n/a	
	5					n/a			5					n/a	
Free- Standing	6								6						
	7								7						
	8								8						
Projecting	9								9	1	36	45	11.3	8.0	E
	10								10				REFACE		
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** Ltg.: E=External, I/F=Internal/Florescent, I/N=Internal/Neon, H=Halo, LED=Light Emitting Diode

Total the sign areas of all existing sign(s) that are remaining on the property and all new sign(s) here:
Do not include any existing signs that are being removed.

Wall Attached:	<u>14.4</u> SF	Awning:	_____ SF	Roof:	_____ SF	
Spl. Event	_____ SF	Free-Stand.:	_____ SF	Canopy:	_____ SF	
_____ SF	Projecting:	<u>11.3</u> SF	Parapet:	_____ SF	Temporary:	_____ SF

TOTAL SIGN AREA: 25.7 SF (exclude temporary & F.S. signs)

Total # of New Signs: 2 Total # Temp. Signs: _____

Store front dimension is NEEDED for complete review of application:

Store Front Linear Frontage: 95 Feet - **On Site Plan List Setback dimensions and Location of Signs**

For Office Use:	Allow Area: Factor _____ X <u>95</u> Store Front _____	SF TOTAL
Allow FS Hgt. _____	Allow Area: Factor _____ X _____	SF TOTAL
Allow. Areas: (ea.) Wall = _____	Projecting = _____	Roof = _____
Temp. = _____	Freestd. = _____	Parapet = _____
Stipulations / Comments:		Awning = _____
		Canopy = _____

Code Official: _____ Date: 5-Sep-17

September 13, 2017



City Manager
Nancy Colbert
1 Junkins Avenue
Portsmouth New Hampshire 03801

Dear Ms. Colbert,

On behalf of the Scarecrows of the Port Committee, I am writing to request permission to place scarecrows in designated locations throughout the Portsmouth Downtown Area.

We are excited to continue the tradition once again this year for the Scarecrows of the Port for the 10th season. We remain a grassroots committee that is working to continue this annual event where retailers and different downtown business associations can collaborate to decorate their stores in a festive manner to attract visitors and locals to the downtown.

At this time we are anticipating 45 scarecrows that would be on City Property. We would like to erect the scarecrows on Thursday, October 5th and take them down on Tuesday, November 1st. The Scarecrows of the Port Committee volunteers will be responsible for placement and removal.

As always we appreciate any assistance from DPW. As in the past we will supply you with our insurance coverage information.

Thank you for your continued support, we are very grateful.

Sincerely,

Laurie A. Mantegari
Committee Member
Scarecrows of the Port

CITY COUNCIL E-MAILS

September 6, 2017 – September 14, 2017

SEPTEMBER 18, 2017 CITY COUNCIL MEETING

Below is the result of your feedback form. It was submitted by Kaitlin Deyo (kaitlindeyo@gmail.com) on Thursday, September 7, 2017 at 17:53:36

address: 132 Middle Street, Apt 8

comments: Good evening Mayor and Councilors,

My name is Kaitlin Deyo, I am an employee of Prescott Park Arts Festival and a resident of Portsmouth. I am writing to you, my elected officials, to alert you of recent changes regarding the gating system of the Water Street lot. Since I began working with the Festival in 2013 there has been restricted access across Water Street. My understanding of this was to keep unauthorized, unfamiliar, and dangerous drivers from accessing a dead-end lot in the middle of the Park. As you know, Prescott Park is frequented by hundreds of people on any given day, peaking during the summer season with the multiple children's camps that take place or visit there. Prior to this season, the existing system was a length of aircraft cable with caution tape hanging from it, connected with a clip on the left side. Throughout this season, DPW has attempted multiple variations of this with little success and the current version is why I am contacting you today.

Upon arrival this morning, the chain was once again replaced with a new system. The chain is heavy and was under more tension than normal, connected on the left side with an oval screw lock and the right side is a hook used for heavy duty rigging or construction purposes. I had to pull out my crescent wrench to loosen the screw lock, since it was too tight to hand loosen, and release some tension before pulling the new hook down. Furthermore, not only is there no caution tape attached to it, but the initially painted orange chain is now virtually invisible since all of the paint has chipped off. To further illustrate this point, two cars that I know of have already driven into the chain and drove off. This is concerning for a number of reasons.

First and foremost, it is an absolute safety hazard. My main concern is for emergency vehicles trying to enter the Park. This access point is Gate 1, the Fire and Police department's primary access point. In an emergency, this system greatly impedes the response time for an EMT or officer trying to get to the situation. Secondly, I have concerns for the safety of the staff of all of the organizations that utilize the lot. It is hard to lift and since it is under tension it is apt to land on someone's foot. I nearly had that experience this morning and my fellow staff member has already has a nasty bruise on her hand from trying to take it down. Thirdly, I have concerns for people with disabilities being able to enter this ADA accessible lot.

I understand that every system has its challenges, but this latest update seems to be much worse than any of its predecessors. Given recent world events and articles in the paper I understand the need for a more robust system, but the current set up is not a safe or realistic answer to those concerns. Please help in having this safety issue addressed properly and in a timely manner. There must be a better option while still restricting access to keep the Park visitors safe. Please note that I come to you as a concerned Portsmouth resident. I do work at the Festival but I write on behalf of all those who are affected by this - all four tenants of the park, families who attend activities here, and unsuspecting drivers who will and already have driven into the chain and caused damage.

Thank you for your time and hearing my concerns.

Kaitlin

includeInRecords: on

Engage: Submit

Below is the result of your feedback form. It was submitted by Kaitlin Deyo (kaitlindeyo@gmail.com) on Sunday, September 10, 2017 at 15:16:58

address: 132 Middle Street

comments: Good afternoon Mayor and Councilors,

I have a simple update I wanted to share with you in regards to the Water Street Gate I contacted you about this past Thursday, September 7th.

To further illustrate the severity of the issue, below is a link to a video I took of my fellow co-worker trying to get into the Water Street lot yesterday.

<https://drive.google.com/file/d/0B7YjDVq0bcLOX3dOU2hRQUZmeUE/view>

I did not plan to get such footage as I was simply teasing her to start off. We quickly realized, however, that the gate had been changed yet again since my email to you on Thursday. A kind stranger comes over to help my co-worker and even with his help they are unsuccessful in releasing the gate. I had to go to the other side and undo a new contraption to take the gate down. Our laughter at the ridiculous nature of the situation aside, I cannot imagine this is considered handicap accessible or a safe and acceptable emergency access point. I ask that you have this gate removed immediately and replaced with safe and realistic option. I do not wish to see any of the numerous dangers this presents to the public come to fruition.

Thank you again for your time and consideration.

Kaitlin Deyo
Portsmouth Resident, PPAF Staff Member

includeInRecords: on
Engage: Submit

Below is the result of your feedback form. It was submitted by Kate Harris (prized@comcast.net) on Thursday, September 7, 2017 at 16:51:22

address: 166 Clinton Street

comments: This message is for City Councilor, Jim Splaine.

Dear Jim,

You led me to believe that you were going to address the issue of the products the city currently uses for it's weed control program at your 9/5/17 council meeting. In my capacity as the Northeast Distributor of the organic "Roots" products used by the tree and landscape industries, a business started by my late husband, Jeff Ott, founder of Northeast Shade Tree, I did some research at your bequest. I came up with some more natural products the city might wish to explore /consider for their weed control program in the future. With that in mind, I sent you some information, but have yet to receive any kind of response from you. Frankly, I'm a bit perplexed. You approached me about this concern in the first place. Have I wasted my time?

Some sort of response would not only be very much appreciated, but also the polite thing to do.

Thank you.

Kate Harris
436 7512

includeInRecords: on
Engage: Submit

Below is the result of your feedback form. It was submitted by John Werner (jwernernjit@gmail.com) on Friday, September 8, 2017 at 13:12:29

address: 8 Pearson Place

comments: My wife Jane and I support this action. Please do the right thing to protect our environment and everyone living in the Portsmouth area. We need to do this now for our grand kids!

includeInRecords: on

Engage: Submit

Below is the result of your feedback form. It was submitted by Marya Danihel (mdanihel@comcast.net) on Friday, September 8, 2017 at 13:57:29

address: 55 Gates St.

comments: Hello-- I'm writing to urge the city council to stop the use of toxic pesticides and herbicides in Portsmouth. As a gardener, I know that full-strength ordinary white vinegar kills weeds just as well as the poisonous stuff. Don't be fooled into thinking that you have to purchase so-called "agricultural vinegar." That IS expensive, and in my experience, unnecessary. Thanks to Jim Splaine and the mayor for their leadership on this issue.

includeInRecords: on

Engage: Submit

Below is the result of your feedback form. It was submitted by Daphne Bureau (daphnebureau@comcast.net) on Friday, September 8, 2017 at 13:26:22

address: 372 Lang Road

comments: To Whom it May Concern:

And I certainly hope it DOES concern all of you - this recent tax re-evaluation and proposed increases. You may or may not remember me but I was one of the people in the 140 Thornton Street neighborhood who fought to keep 140 Thornton intact back in Feb of 2016. Instead you as well as the zoning and building departments allowed it to be torn down and I cannot help myself here - one of the ugliest homes I have ever seen in this town is currently being erected across from my property. If you don't believe me take a ride over sometime and check it out. One of my main reasons for doing so was the following - a worry over increase in taxes. You can review me on the video if you need a refresher. Anyhow my point in this is that I own 2 homes in this city. Now with this proposed re-evaluation (even with the "proposed" decrease in the tax rate) each house goes up by \$1100/yearly. I am tired of the City of Portsmouth reaching into it's citizens pockets to take whatever the endless greed appears to allow at the moment. I went to my informal hearings yesterday to begin the process to "fight" this increase and in doing so heard a lot of other conversations in the room. I would urge you ALL to go and listen to a few on Monday as that is the last day allowed for now. Many of the people there are elderly, or are on fixed incomes and appear to be barely hanging on to their homes as it is. Meanwhile I drive down Woodbury Ave Ext and see hundreds of plants and trees going down the middle - great if you have \$\$ growing on those trees. But when you are draining your citizens dry - I believe it is time to stop the nonsense and put the kibosh on such USELESS projects (of which there are many if you want to defend that particular one). Perhaps those funds could be re-directed towards actual PEOPLE who live here and have done so for decades such as myself and my family. You have the power to do something about it and I would urge you to do so. Otherwise you have proven yourselves to be one of the most ineffective City Councils on record. Thank you, Daphne

includeInRecords: on

Below is the result of your feedback form. It was submitted by Maria DiGiacomo (digiacomome68@gmail.com) on Friday, September 8, 2017 at 14:37:37

address: 38 Beechstone #4

comments: Hello, with more and more traffic on Lafayette road, it is imperative for a cross walk button at the corner of Robert Avenue and Lafayette Road. There are many people who live at Beechstone and others that would benefit from this as well as possibly preventing injury, accident and even worse death. Thank you for your consideration.

includeInRecords: on
Engage: Submit

Below is the result of your feedback form. It was submitted by Lindsay Beardsley (Saylindsay@gmail.com) on Saturday, September 9, 2017 at 19:44:22

address: 1220 Islington St

comments: Please vote to make Portsmouth Non-Toxic. I was horrified last week to see the weed control truck driving down the sidewalk in front of my house. I would much rather have a few weeds than have my children exposed to harmful chemicals. Plus, there are many natural and organic ways to control weeds and bugs that are effective, and safe for animals, humans and the environment.

includeInRecords: on
Engage: Submit

Below is the result of your feedback form. It was submitted by Linda Cunningham (Lunarsolinda@comcast.net) on Sunday, September 10, 2017 at 11:11:57

address: 579 Sagamore Ave.

comments: Please make Portsmouth a Non-toxic city. Stop the use of chemical pesticides and herbicides that pollute the earth, water and air and kill beneficial insects like bees and butterflies. I am working on my condo association to do this also. There are many alternatives. If the City led the way, the purveyors of the non toxic solutions would have more volume and could lower their prices for all of us.

includeInRecords: on
Engage: Submit

Below is the result of your feedback form. It was submitted by Ronald Woods (rwoods1@hvc.rr.com) on Wednesday, September 13, 2017 at 21:58:50

address: POB 334 Woodbourne, NY 12788

comments: Dear Councillors,
Having read with great interest the article on the North Cemetery. I do agree with, and support, the point that "Portsmouth has always been a city that places such a premium on history." Further, I agree it would be inappropriate and disrespectful to have the wall or the sidewalk over the unmarked graves. I do believe you will make a proper and respectful decision at your next meeting. in the name of those buried in the cemetery, the city and its residence. Best wishes to you all.
Respectfully,
Professor Ronald Woods, (PHS Class of '55)
includeInRecords: on

**CITY OF PORTSMOUTH
PORTSMOUTH, NH 03801**

Office of the City Manager

Date: September 14, 2017
To: Honorable Mayor Jack Blalock and City Council Members
From: Nancy Colbert Puff, Acting City Manager *NCp*
Re: Acting City Manager's Comments on September 18, 2017 City Council Agenda

Presentations:

1. **Revaluation Impact Analysis and Estimated Tax Rate.** On Monday evening, Finance Director Judie Belanger will give a presentation to the City Council regarding the revaluation, its impact, and the estimated tax rate.
2. **Impact Fees.** Planning Director Juliet Walker will give a presentation to the City Council regarding the overview of New Hampshire rules and processes for municipal assessment of impact fees as a condition of subdivision or site plan approval for specific development projects.

Acceptance of Grants and Donations:

1. **Acceptance of Donation to the Coalition Legal Fund.** The City of Portsmouth has received a donation from the Town of Rye in the amount of \$5,000.00 to the Coalition Legal Fund, which will be utilized to continue our fight to eliminate the statewide property tax.

I would recommend the City Council move to approve and accept the donation, as listed, to be placed in the Coalition Legal Fund. Action on this matter should take place under Section VIII of the Agenda.

Items Which Require Action Under Other Sections of the Agenda:

1. Public Hearing of Proposed Resolution.

- 1.1 **Public Hearing of Proposed Resolution Re: Elderly Exemptions.** As a result of the September 5th City Council meeting, under Section VII of the Agenda, I am bringing back for a public hearing the [attached Resolution](#) for an adjustment in elderly exemptions.

The results of the 2017 Statistical Revaluation indicate based on the estimated tax rate of \$15.53 a median increase of \$544 in taxes for the 107 taxpayers who are currently receiving the Elderly Exemption at the existing exemption levels of:

- Age 65 to 74 \$120,000
- Age 75-79 \$160,000
- Age 80 + \$200,000

On February 16, 2016, the City Council adopted resolution #1-2016 for the fiscal year 2017 / tax year 2016 which decreased these exemption amounts as follows:

- Age 65 to 74 From \$125,000 to \$120,000
- Age 75-79 From \$175,000 to \$160,000
- Age 80 + From \$225,000 to \$200,000

In order to reduce this impact to those who are currently qualified to receive the Elderly Exemption, I propose that the City Council consider adopting a Resolution to adjust the exemption levels back to the levels prior to tax year 2016.

Rosann Lentz, the City Assessor, will present the impact to these taxpayers using both the current and the recommended exemption levels.

Action is required regarding this matter under Section VII of the Agenda.

Consent Agenda:

1. **Request for License to Install Projecting Signs.** [Attached under Section IX of the Agenda](#) are requests for a projecting sign licenses ([see attached memorandums from Juliet Walker, Planning Director](#)):
- Joe Kelly, owner of Joe's Pizza, for property located at 124 Congress Street
 - John Murdock, owner of Marketplace Home Mortgage for property located at 77 Hanover Street
 - Diane Crespo, owner of Diane Crespo Fine Art Gallery for property located at 92 Pleasant Street

I recommend the City Council move to approve the aforementioned Projecting Sign Licenses as recommended by the Planning Director and, further, authorize the Acting City Manager to execute these License Agreements for these requests. Action on this item should take place under Section IX of the Agenda.

Acting City Manager's Items Which Require Action:

1. **Request for Ratification of an Intergovernmental Agreement between the New Hampshire Division of Homeland Security and Emergency Management and the Community of Portsmouth, New Hampshire.** The [attached Intergovernmental Agreement between the New Hampshire Division of Homeland Security and Emergency Management \(HSEM\) and the Community of Portsmouth, New Hampshire](#) is required if the City of Portsmouth wishes to make resources available for disaster requests outside the state through the Emergency Management Assistance Compact (EMAC). This is with the State of New Hampshire and provides a means to be reimbursed through Federal Emergency Management Agency (FEMA) or another state for costs associated with our resource response. This was approved and drafted by the New Hampshire Attorney General for response preparation. Currently, the only resource that would respond to a request is Chief Steve Achilles as part of the region's Incident Management Team.

The Agreement has been signed by the Acting City Manager in advance of City Council consideration and action. With the pending hurricanes and in preparation for any subsequent opportunity, Fire Chief Achilles' believes it is important to have this Agreement in place sooner than later. Again, personnel or other resources cannot deploy through FEMA or through EMAC without this Agreement.

In addition, the City Council will note that there is an area required for a State Mission #. The Fire Chief has been advised by the Director of Homeland Security that it is not required at the time of the signature and would be inserted if and when one was assigned.

This is very similar to the State and Federal Homeland Security Grant process where the City fronts the money and covers expenses, then submits receipts for reimbursement. Any amounts not covered could come from a department's operating budget or from the Emergency Management Office budget.

I am requesting that the City Council move to ratify the Intergovernmental Agreement, as submitted.

2. **Request for Authorization to Accept Utility Easement Re: 4 Sylvester Street.** The owners of 4 Sylvester Street, Gary and Aerial Sillanpaa, have provided a utility easement to the City to encompass existing drain and sewer lines that cross their property. This easement is provided as a stipulation the Planning Board's approval to construct a garage and accessory dwelling unit.

This new utility easement will replace an existing easement which was inadequate and needed updating. Authority is sought both to accept the new easement and release the existing easement. [The new easement area is highlighted in purple on the attached.](#)

I recommend the City Council move to authorize the Acting City Manager to accept a required utility easement Gary and Airial Sillanpaa of 4 Sylvester Street and to release the existing easement on the property.

3. **City Appointments to Cancer Cluster and Drinking Water Commissions.** There are two new laws that have created Commissions that require the City Council to appoint representatives from the City as members.

[HB 484, now Chapter 197 attached](#), is a Commission to Investigate the Seacoast Cancer Cluster. The law requires the City Council to appoint a representative from the City of Portsmouth to serve on the Commission. The current Governor's Task Force on the Seacoast Cancer Cluster will be dissolving and will render a report which will be reviewed by this new Commission. Health Officer Kim McNamara has served on the Governor's Task Force on the Seacoast Cancer Cluster since its inception and would be willing to serve as a member of the Commission as the representative from the City of Portsmouth.

[HB 431, now Chapter 138, also attached](#), is a Commission to Study Long-Term Goals and Requirements for Drinking Water in the Seacoast Area. Brian Goetz, Deputy Public Works Director, has served on the Groundwater Commission for the State of New Hampshire and would be willing to serve as a member of the Commission as the representative from the City of Portsmouth.

In the event the Council moves forward with these appointments, I recommend the following motions be adopted:

- 1) *Move to appoint Health Officer Kim McNamara to serve as a member of the Commission to Investigate the Seacoast Cancer Cluster on behalf of the City of Portsmouth.*
 - 2) *Move to appoint Deputy Public Works Director Brian Goetz to serve as a member of the Commission to Study Long-Term Goals and Requirements for Drinking Water in the Seacoast Area on behalf of the City of Portsmouth.*
4. **299 Vaughan Street.** On June 15, 2017, the Planning Board granted site plan review, wetlands conditional use, and subdivision approvals for Vaughan Street Hotel LLC (formerly 299 Vaughan Street LLC) to construct a five-story, 143-room hotel with additional ground-floor retail uses on properties currently occupied by a municipal parking lot and an auto parts business. The Planning Board action requires City Council approval, and recording as necessary, of a series of agreements and deeds as a precondition of the commencement of the project. Each of these documents is [attached hereto](#) in final draft form and briefly described below.

1. **Prospective Development Incentive Agreement:** This agreement is intended to implement that provision of the City’s zoning ordinance (Incentive Overlay District Excess Community Space, Section 10.5A46.23) under which the Planning Board has granted a conditional use permit to the Developer allowing for the excess community space provided by another developer to be credited towards a future undetermined project. In this case the Developer provided 47,723 of community space where site plan approval credits 14,884 square feet to this project. This creates a credit of 28,897 square feet of “excess community space” to future development within the North End incentive overlay district. Credits must be used within fifteen (15) years and are assignable to other developers.

2. **Community Space and Easement Agreement (Quitclaim Deed):** The main purpose of this document is to convey from the Developer to the City a parcel of land consisting of approximately 43,790 square feet shown on Exhibit B attached to the proposed Quitclaim Deed. A brief description of this parcel is that it would be located behind the hotel on the waterfront of the North Mill Pond and would become part of the future North Mill Pond Greenway park which is a project in the City’s Capital Improvement Program.

The deed would also accomplish the following:

- a. Retain from the pre-existing lot a parcel consisting of 3,942 square feet for the Developer (identified as the Retained Lot or the Retained Land).

- b. Provide the City with a ten (10’) foot wide access easement over that Retained Land for pedestrians and bicycles to reach the Community Space.

- c. Reserve for the benefit of the Developer the following easements over the Community Space.
 - i. A Landscaping Maintenance Access Easement which would allow the developer to cross the City land being conveyed to transport landscaping materials to the Retained Land. Such access is to be in locations and at times approved in advance by the City.

 - ii. A Drainage Easement so that the Developer might drain surface water flow from its property across the Community Space.

 - iii. A Rain Garden Drainage Easement which would provide the developer with a permanent easement to drain surface water from its remaining land and any other adjacent property it might acquire across the Community Space.

 - iv. A Maintenance Easement for the perpetual right of ingress and egress of motor vehicles and equipment for constructing and

maintaining drain pipes, detention areas and the like over the Vaughan Street Access Easement (to be described later). Such access is to be in locations and at times approved in advance by the City.

- d. Convey to the City an easement allowing public access and egress between the property being conveyed to the City and Vaughan Street. Within this easement area the Developer reserves for itself a construction and Maintenance Easement as well as “air rights” beginning thirteen (13’) feet above the finished surface of the easement area for the future construction of a building.
3. **Green Street Access Easement:** This document is intended to grant from the Developer to the City an Access Easement over land of the Developer in order to provide a connection from Green Street to the North Mill Pond Greenway Park (Community Space) for future improvements that would allow for public access and egress for pedestrian and bicycles. In this document the Developer reserves for itself easements to use the access area to construct and maintain its own buildings as well as the right to install right to the “air rights” beginning thirteen (13’) feet above the finished surface of the easement area for the future construction of a building.
4. **Green Street Widening Easement:** This deed is intended to convey to the City land necessary to widen Green Street adjacent to the project as shown on Exhibit A attached to the deed.
5. **Canopy Easement Agreement:** This document is intended to convey from the City to the Developer an easement to allow construction of a canopy over City property. It is in a form routinely used by the City.
6. **Sidewalk Easement Deed:** This deed conveys an easement from the Developer to the City to allow the construction of sidewalks on public property along Green Street and Vaughan Street as shown on Exhibit A attached to the deed. This, too, is in a form previously utilized by the City.
7. **Valet License Agreement:** This is an unusual agreement, utilized for the first time in the City of Portsmouth. It creates a license for as long as there is a hotel located at 299 Vaughan Street for that hotel to have exclusive use of a portion of Vaughan Street on a twenty-four (24) hours a day, seven (7) day a week basis for the purpose of valet parking of automobiles.

In addition to the foregoing documents it will be the obligation of counsel for the Developers, Stebbins, Lazos & Van Der Beken, P.A., to take the following actions:

- a. Provide the City with a Certification that the Grantor of each deed or easement has the lawful authority to execute such document. This requirement is made necessary

by the fact that the Developer is currently reorganizing its business arrangements so that the property owner of the various lots described above may be different from the entity which owned the properties at the time of Planning Board approval.

- b. Provide certification that the City's property acquisitions, including the easements, will not be subject to any title encumbrances such as mortgages or liens. This will be accomplished by either assuring that the City is first in title or by providing appropriate subordination agreements so that the City is not subject, for example, to losing its land or easements through foreclosure or lien execution.

Each of the documents described above and attached hereto has been the subject of extensive negotiation between the Developer and the City (represented by Planning and Legal). Accordingly, the documents are in a form recommended for approval by the City Council. However, since it is likely that documents of such length and complexity will require minor adjustment before finalizing the transactions, an appropriate motion would be:

MOVED, that the Acting City Manager be authorized to execute and accept the documents presented to the Council on this Agenda related to 299 Vaughan Street in substantial conformance to the form and substance of the documents as provided.

5. **Report Back Re: Toxic-Free Weed Control Resolution.** As a report back to City Council, Staff has reviewed the Toxic-Free Weed Control Resolution proposed by Assistant City Mayor Splaine and have developed the [attached revised resolution](#) which seeks to clarify terminology. The Director of Public Works will be present to answer questions related to this proposed resolution.

Action required regarding this matter.

Informational Items:

1. **Events Listing.** For your information, [attached is a copy of the Events Listing](#) updated after the last City Council meeting on September 5, 2017. In addition, this can be found on the City's website.
2. **Memorial Bridge Lighting Policy.** For your information, [attached is a Memorial Bridge Lighting Policy effective September 18, 2017.](#) This policy promotes events that celebrate the City, its civic institutions, City-recognized holidays, public events and festivals. The purpose of a lighting policy for the Memorial Bridge is to provide a process that allows charities and non-profit organizations to request the bridge be illuminated on a specific day and in a specific color.

3. **Report Back Re: Sagamore Bridge Jumping.** At the September 5th City Council meeting, Assistant Mayor Splaine requested a report back regarding the Sagamore Bridge jump restrictions. The City owns and maintains the Sagamore Bridge. Throughout its history, the City has posted “no jumping from the bridge signs” at this location to warn those considering such action of the inherent danger of doing so, as the Sagamore Creek is an active waterway as well as a tidal river. The signs have been subject to occasional vandalism (sometimes found on the banks below). A recent increase in activity prompted the City to repost the bridge this summer. While we understand that jumping has become a rite of passage over generations, the City would be ill-advised to encourage an activity that comes with a high risk of injury. Finally, the City’s liability insurer is strongly supportive of the City’s continued use of warning signs.
4. **Report Back Re: 2017 Annual Department Inspection’s Report.** At the September 5th City Council meeting, Councilor Rebecca Perkins requested more information regarding the 2017 Annual Department Inspection’s Report. Councilor Perkins asked why the number and value of permits had increased but the fees had not. This is in large part due to City-projects where the value, permits, and inspection numbers are counted but the fee is waived (e.g. the Wastewater Treatment Plant Upgrade and Dondero School).
5. **Letter from New Hampshire Department of Transportation Re: Acceptance into the Department’s Type II Highway Noise Abatement Program.** For your information, [attached is a letter](#) from Victoria Sheehan, Commissioner of the New Hampshire Department of Transportation (DOT) regarding the City’s request for acceptance into the Department’s Type II Highway Noise Abatement program. The City is following up with DOT to provide them with additional information requested.

INTER-GOVERNMENTAL / INTER-AGENCY AGREEMENT

Between

**New Hampshire Division of
Homeland Security and Emergency Management**

and

Community of Portsmouth, New Hampshire

33 Hazen Drive
Concord, New Hampshire 03305
Contact Person:
Phone: (603) 271-2231
E-mail: nheoc@dos.nh.gov

Address 1 Junkins Avenue
Address Portsmouth, NH 03801
Contact Person: Steven E. Achilles
Phone: (603)-427-1515
E-mail: seachilles@cityofportsmouth.com

Start Date: September 11, 2017 End Date: June 30, 2017

INTRODUCTION

The NH Division of Homeland Security and Emergency Management (HSEM) coordinates interstate/intrastate mutual aid for the State of New Hampshire pursuant to RSA 21-P:37 and RSA 108 et.seq.

TERMS AND CONDITIONS

This Intergovernmental Agreement establishes an agreement between HSEM and the Community of Portsmouth, New Hampshire. This agreement is an agreement for the prescribed use of the resource as outlined in in State Mission # _____.

- All resources (personnel, equipment, etc.) outlined in Part II of this document shall remain a resource of the Community throughout the deployment. Any and all responsibilities, liabilities, claims, are the responsibility of the resource provider, except as otherwise specified in the RSA 21-P:41, RSA 108 et. seq. or other statutes of New Hampshire.
- The Community hereby agrees to make the necessary travel arrangements including but not limited to airline, lodging and rental car as outlined in State Mission # _____.
- All resource related costs outlined in Part II of the agreement are the responsibility of the resource provider. Expenses and other miscellaneous expenses agreed upon by the resource provider and the State of New Hampshire will be paid by the Community. Once the service mission is complete, the Community will be asked to submit all expense reports and required documentation to HSEM for review and reimbursement through the reimbursement process. HSEM/the State of New Hampshire does not guarantee, nor is liable for any unreimbursed expenses.
- The Community personnel identified in Part II of the agreement will continue to be paid by his/her community employer and will continue to receive their employer provided benefits as if working at his/her home station. The Community personnel identified in Part II of the agreement shall be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions, and the actions of its personnel in providing aid under this agreement except as otherwise specified in the RSA 21-P:41, RSA 108 et. seq. or other statutes of New Hampshire. No party or its officers or employees shall be liable on account of any act or omission in good faith on the part of such forces while so engaged or on account of the maintenance or use of any equipment or supplies in connection therewith. Good faith shall not include willful misconduct, gross negligence, or recklessness.

- HSEM assumes no responsibility/liability for provided resources other than to submit the completed reimbursement packets through the reimbursement process and the transmittal of reimbursement to the Resource Provider.
- The deployed resource will provide progress reports on their service throughout the period of deployment to HSEM and their Community designated contact.

REIMBURSEMENT

- The Community agrees to submit a final invoice to include all appropriate documentation to HSEM within 30 days of receiving notification to provide cost reimbursement packets. Failure to provide the requested documentation may result in loss of funds.
- HSEM shall transmit that reimbursement to the Community in a final lump sum amount for the authorized expenses claimed within 30 days of receipt of reimbursement from the requesting state or governmental entity. HSEM has no obligation to provide reimbursement to the Community unless and until the requesting state or entity provides the requested reimbursement to HSEM.

ALTERATIONS AND AMENDMENTS

This Agreement may only be amended by mutual agreement of the State of New Hampshire and the Assisting Resource Provider. **Changes to the initial Agreement will require a signed amended intergovernmental agreement or new signed intergovernmental agreement to be completed between the parties.**

TERMINATION

HSEM reserves the right to terminate this contract based on identified deficiencies of the resource or its ability to perform the agreed upon taskings. If this Agreement is so terminated, the resource provider may be liable for costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

IN WITNESS THEREOF, the parties hereto have executed this agreement on the day and year as specified below. This Agreement contains all the terms and conditions agreed upon by the parties either as noted or as attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

BY: _____

State Coordinator
New Hampshire Homeland Security
and Emergency Management

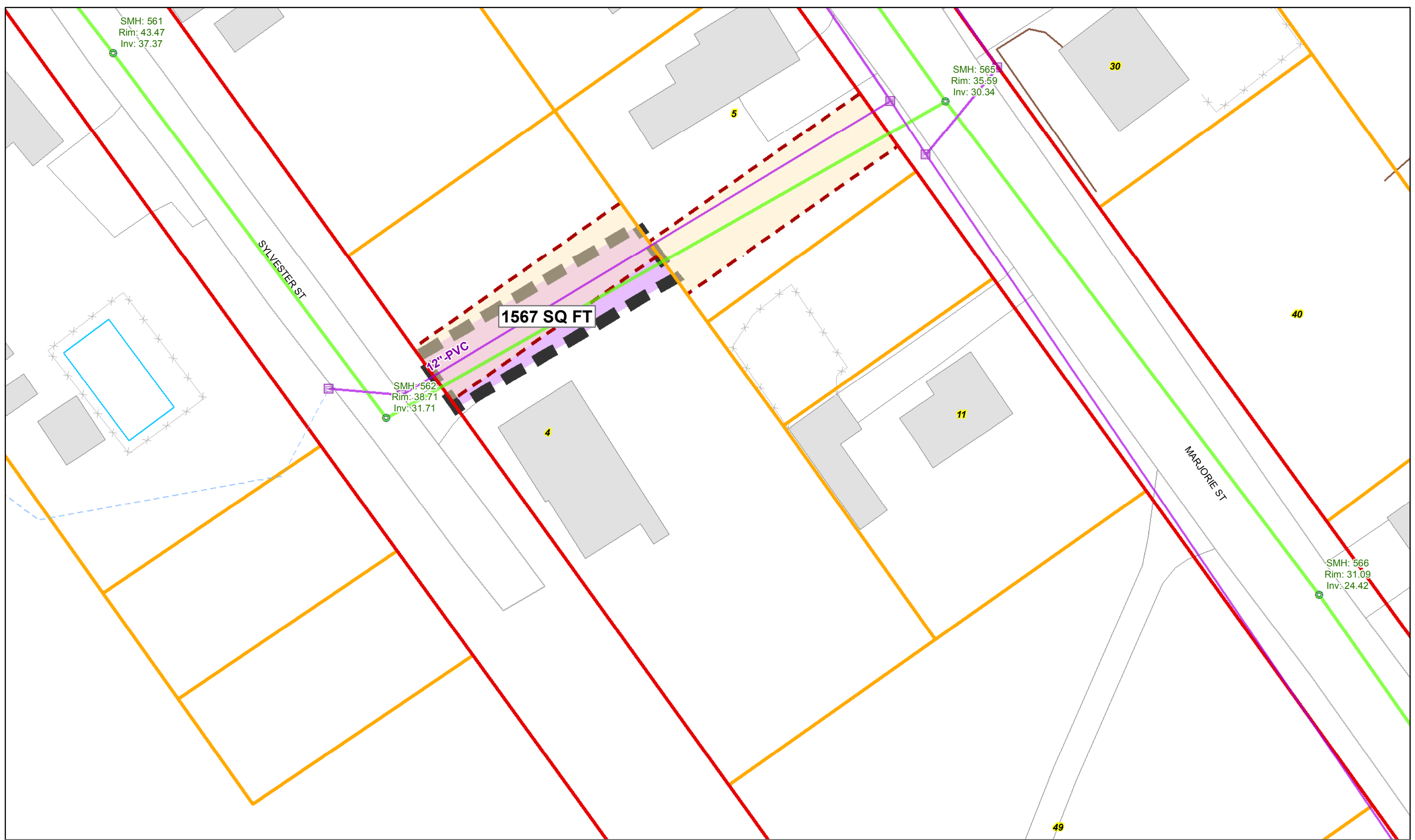
BY:  _____

Community Authorized Authority*
Portsmouth, New Hampshire

DATE: _____

DATE: 9/11/17 _____

* Executed by Nancy Colbert Puff, Acting City Manager
Subject to City Council Ratification – 9/18/17 agenda.



The City of Portsmouth provides these Geographic Information System maps and data as a public information service. Every reasonable effort has been made to assure the accuracy of these maps and associated data. The maps and data being provided herein are intended for informational purposes only. No guarantee is made as to the accuracy of the maps and data and they should not be relied upon for any purpose other than general information.

1 inch = 26.8 feet



Existing Conditions
 Map prepared by Portsmouth Department of Public Works
 Printed: 8/31/2017

CHAPTER 197
HB 484 - FINAL VERSION

8Mar2017... 0651h
04/27/2017 1453s
04/27/2017 1548s
8Jun2017... 2209-EBA

2017 SESSION

17-0284
01/05

HOUSE BILL **484**

AN ACT establishing a commission on the seacoast cancer cluster investigation.

SPONSORS: Rep. Messmer, Rock. 24; Rep. Cushing, Rock. 21; Rep. Malloy, Rock. 23; Rep. Berrien, Rock. 18; Rep. Bean, Rock. 21; Rep. P. Gordon, Rock. 29; Rep. H. Marsh, Rock. 22; Sen. Innis, Dist 24; Sen. Fuller Clark, Dist 21; Sen. Feltes, Dist 15; Sen. Bradley, Dist 3

COMMITTEE: Health, Human Services and Elderly Affairs

ANALYSIS

This bill establishes a commission on the seacoast cancer cluster investigation.

.....

Explanation: Matter added to current law appears in ***bold italics***.
Matter removed from current law appears ~~[in brackets and struckthrough.]~~
Matter which is either (a) all new or (b) repealed and reenacted appears in regular type.

CHAPTER 197
HB 484 - FINAL VERSION

8Mar2017... 0651h
04/27/2017 1453s
04/27/2017 1548s
8Jun2017... 2209-EBA

17-0284
01/05

STATE OF NEW HAMPSHIRE

In the Year of Our Lord Two Thousand Seventeen

AN ACT establishing a commission on the seacoast cancer cluster investigation.

Be it Enacted by the Senate and House of Representatives in General Court convened:

1 197:1 Statement of Intent.

2 I. The general court recognizes that the department of health and human services found on
3 February 2, 2016 the existence of the first cancer cluster ever identified in the state of
4 New Hampshire. Specifically, the department found higher than expected incidences of 2 forms of
5 pediatric cancer, rhabdomyosarcoma and pleuropulmonary blastoma, in a 5-town area of the
6 seacoast.

7 II. Therefore, the general court hereby establishes a commission to investigate and analyze
8 the findings and related materials, develop prioritized governmental and community actions, and
9 report recommendations for proposed legislation.

10 197:2 New Subdivision; Commission on the Seacoast Cancer Cluster Investigation. Amend
11 RSA 126-A by inserting after section 72 the following new subdivision:

12 Commission on the Seacoast Cancer Cluster Investigation

13 126-A:73 Commission on the Seacoast Cancer Cluster Investigation Established; Membership;
14 Duties.

15 I. There is established the commission on the seacoast cancer cluster investigation.

16 II.(a) The members of the commission shall be as follows:

17 (1) Five members of the house of representatives, 3 appointed by the speaker of the
18 house of representatives and 2 appointed by the minority leader.

19 (2) Two members of the senate, one of whom shall be a member of the minority
20 party, appointed by the president of the senate.

21 (3) The commissioner of the department of health and human services, or designee.

22 (4) The commissioner of the department of environmental services, or designee.

23 (5) A representative from each of the towns and cities of Portsmouth, Greenland,
24 New Castle, Hampton, North Hampton, and Rye appointed by the governing body of such town or
25 city.

26 (6) Three residents of the seacoast, appointed by the governor.

27 (7) The New Hampshire remedial project manager, United States Environmental

CHAPTER 197
HB 484 - FINAL VERSION
- Page 2 -

1 Protection Agency, or designee.

2 (8) A hydrogeologist, appointed by the New Hampshire chapter of the United States
3 Geological Survey.

4 (9) A toxicologist or environmental health professor from Boston University or the
5 university of New Hampshire, appointed by the governor.

6 (b) Legislative members of the commission shall receive mileage at the legislative rate
7 when attending to the duties of the commission.

8 III.(a) In response to the department of health and human services' findings on February 2,
9 2016, the commission shall:

10 (1) Develop a common understanding of the key definitions and concepts of cancer
11 clusters and environmental investigation.

12 (2) Review the progress made by state and federal agencies and their partners.

13 (3) Delineate the potential roles and responsibilities for municipalities, state
14 agencies, and their partners.

15 (4) Provide informed communication about the cancer cluster investigation to their
16 constituencies.

17 (5) Calibrate and utilize the Seacoast New Hampshire Groundwater Availability
18 Study developed by the United States Geological Survey in 2003 to assess localized groundwater
19 flow and contaminant migration from sites selected by the commission.

20 (b) The commission shall solicit information from any person or entity the commission
21 deems relevant to its study.

22 IV. The members of the commission shall elect a chairperson from among the members.
23 The first meeting of the commission shall be called by the first-named house member. The first
24 meeting of the commission shall be held within 45 days of the effective date of this section. Eleven
25 members of the commission shall constitute a quorum.

26 V. The commission shall make 2 interim reports, one on or before November 1, 2017, and
27 one on or before November 1, 2018, and issue a final report on its findings and any
28 recommendations for proposed legislation to the speaker of the house of representatives, the
29 president of the senate, the house clerk, the senate clerk, the governor, the oversight committee on
30 health and human services, and the state library on or before June 30, 2020.

31 197:3 Repeal. RSA 126-A:73, relative to the commission on the seacoast cancer cluster
32 investigation, is repealed.

33 197:4 Contingent Renumbering. If HB 511 of the 2017 legislative session becomes law, then
34 RSA 126-A:73 as inserted by section 2 and repealed by 3 of this act shall be renumbered as RSA
35 126-A:74.

36 197:5 Effective Date.

37 I. Section 3 of this act shall take effect June 30, 2020.

CHAPTER 197
HB 484 - FINAL VERSION
- Page 3 -

II. The remainder of this act shall take effect upon its passage.

Approved: July 05, 2017

Effective Date:

I. Section 3 effective June 30, 2020

II. Remainder effective July 5, 2017

CHAPTER 138
HB 431 - FINAL VERSION

8Mar2017... 0320h
04/20/2017 1317s

2017 SESSION

17-0481
08/04

HOUSE BILL **431**

AN ACT establishing a commission to study long term goals and requirements for drinking water in the seacoast area.

SPONSORS: Rep. Messmer, Rock. 24; Rep. Bean, Rock. 21; Rep. Malloy, Rock. 23; Rep. T. Le, Rock. 31; Rep. R. Tilton, Rock. 37; Rep. H. Marsh, Rock. 22; Rep. Cushing, Rock. 21; Rep. Berrien, Rock. 18; Rep. P. Gordon, Rock. 29; Sen. Fuller Clark, Dist 21; Sen. Bradley, Dist 3; Sen. Feltes, Dist 15; Sen. Innis, Dist 24

COMMITTEE: Resources, Recreation and Development

ANALYSIS

This bill establishes a commission to study long term goals and requirements for drinking water in the seacoast area.

Explanation: Matter added to current law appears in ***bold italics***.
Matter removed from current law appears ~~[in brackets and struckthrough.]~~
Matter which is either (a) all new or (b) repealed and reenacted appears in regular type.

CHAPTER 138
HB 431 - FINAL VERSION

8Mar2017... 0320h
04/20/2017 1317s

17-0481
08/04

STATE OF NEW HAMPSHIRE

In the Year of Our Lord Two Thousand Seventeen

AN ACT establishing a commission to study long term goals and requirements for drinking water in the seacoast area.

Be it Enacted by the Senate and House of Representatives in General Court convened:

1 138:1 New Section; Seacoast Commission on Drinking Water. Amend RSA 485-F by inserting
2 after section 4 the following new section:

3 485-F:5 Seacoast Commission on Long Term Goals and Requirements for Drinking Water.

4 I. There is established a commission to plan for long term goals and requirements for
5 drinking water on the seacoast.

6 II. The members of the commission shall be as follows:

7 (a) Three members of the house of representatives, appointed by the speaker of the
8 house of representatives.

9 (b) The member of the senate representing district 21 and the member of the senate
10 representing district 24.

11 (c) A representative of Aquarion Water Company, appointed by that company, or its
12 successor.

13 (d) A representative of the drinking water source protection program in the department
14 of environmental services, appointed by the commissioner.

15 (e) A representative of the town of Rye, appointed by the governing body of that town.

16 (f) A representative of the town of New Castle, appointed by the governing body of that
17 town.

18 (g) A representative of the town of North Hampton, appointed by the governing body of
19 that town.

20 (h) A representative of the city of Portsmouth, appointed by the governing body of that
21 city.

22 (i) The Rockingham county planning commissioner, or designee.

23 (j) A representative of the town of Seabrook, appointed by the governing body of that
24 town.

25 (k) A representative of the town of Exeter, appointed by the governing body of that
26 town.

CHAPTER 138
HB 431 - FINAL VERSION
- Page 2 -

1 (l) A representative of the town of Greenland, appointed by the governing body of that
2 town.

3 (m) An representative of the town of Newington, appointed by the governing body of
4 that town.

5 (n) A representative of the town of Stratham, appointed by the governing body of that
6 town.

7 (o) A representative of the town of Hampton, appointed by the governing body of that
8 town.

9 (p) A representative of the city of Dover, appointed by the governing body of that city.

10 (q) A representative of the town of Madbury, appointed by the governing body of that
11 town.

12 (r) A hydrogeologist from the United States Geological Survey, appointed by that
13 organization.

14 (s) A hydrogeologist from the university of New Hampshire, appointed by the dean of
15 the college of engineering and physical sciences.

16 III. Legislative members of the commission shall receive mileage at the legislative rate
17 when attending to the duties of the commission.

18 IV. The commission shall:

19 (a) Utilize and expand upon existing studies to plan for seasonal or drought supply
20 issues.

21 (b) Prepare and discuss mutual aid between seacoast towns for firefighting.

22 (c) Prepare and discuss mutual aid agreements for emergency or replacement drinking
23 water supply where contaminated.

24 (d) Create a centralized planning group to encourage coordination and support between
25 towns.

26 (e) Evaluate threats to groundwater quality due to environmental issues.

27 (f) Monitor possible new emerging contaminant threats to groundwater and drinking
28 water quality.

29 V. The members of the commission shall elect a chairperson from among the members. The
30 first meeting of the commission shall be called by the first-named house member. The first meeting
31 of the commission shall be held within 45 days of the effective date of this section. Eleven members
32 of the commission shall constitute a quorum.

33 VI. The commission shall make an interim report of its findings on November 1, 2017, and a
34 final report of its findings and any recommendations for proposed legislation to the speaker of the
35 house of representatives, the president of the senate, the house clerk, the senate clerk, the

CHAPTER 138
HB 431 - FINAL VERSION
- Page 3 -

- 1 governor, and the state library on or before November 1, 2018.
- 2 138:2 Repeal. RSA 485-F:5, relative to the commission on long term goals and requirements for
- 3 drinking water, is repealed.
- 4 138:3 Effective Date.
- 5 I. Section 2 of this act shall take effect November 1, 2018.
- II. The remainder of this act shall take effect upon its passage.

Approved: June 16, 2017

Effective Date:

I. Section 2 effective November 1, 2018

II. Remainder effective June 16, 2017

Prospective Development Incentive Agreement

This Proposed Development Incentive Agreement (“Incentive Agreement”) dated _____, 2017 by and between the City of Portsmouth (the “City”) with an address at 1 Junkins Avenue, Portsmouth, New Hampshire 03801 and 299 Vaughan Street, LLC, a New Hampshire limited liability company with an address at c/o Cathartes, 11 Beacon Street, Suite 1120, Boston, Massachusetts 02108 (“Vaughan Street” and, together with the City, the “Parties”).

1. Recitals

1.1 On June 15, 2017, the Portsmouth Planning Board voted (i) to approve a site plan application with respect to the Property at 225 and 299 Vaughan Street (“Site Plan Approval”), (ii) to find the application met the requirements of Section 10.5 A 46.23 (Incentive Overlay District) of the Portsmouth Zoning Ordinance and (iii) to approve a conditional use permit pursuant to Section 10.5 A 46.23 of the Ordinance for the excess community space to be credited toward a future project (“Excess Incentive Credits”).

1.2 Pursuant to Section 10.5A 46.23(3) of the Ordinance the Parties have agreed to enter into this Prospective Development Incentive Agreement.

Now, therefore, for good and valuable consideration, the Parties agree as follows:

2. The Planning Board approved a Conditional Use Permit which provides the following:

- (i) Total amount of community space provided: 47,723 square feet;
- (ii) The Site Plan Approval credits 14,884 square feet of community space on Map 123, Lot 15 to the proposed development described in the Site Plan Approval (“Community Space”).
- (iii) The total amount of community space that may be credited to future development within the North End Incentive Overlay District: 28,897 square feet (“Excess Community Space”); and
- (iv) Vaughan Street has agreed to (a) perform a preliminary engineering design, survey and archeological summary of the Community Space and shall provide a contribution of \$100,000 for construction of the Community Space and \$15,000.00 to Art Speak for public art installation, and thereby has complied with Section 10.5A 46.23(2) of the Ordinance.

3. Vaughan Street is entitled to maintain and apply the Excess Community Space with respect to the future development projects within the North End Incentive Overlay District as provided in Section 10.5A46.23.

4. This Agreement and the Excess Incentive Credits described herein shall terminate within 15 years of the date hereof unless Vaughan Street or its successor or assign has obtained a

building permit for a development project utilizing all or a portion of the Excess Incentive Credits.

5. The provisions of the Agreement shall inure to the benefit and be binding upon the Parties and their respective agents, successors and assigns, specifically any successors and assigns of Vaughan Street. Vaughan Street shall be entitled to assign the Excess Incentive Credits or portions thereof described herein.
6. The Excess Incentive Credits described herein are fully vested and shall not be affected or diminished by any amendment or modification of the Portsmouth Zoning Ordinance or Site Plan Regulations.
7. This Agreement is governed by the laws of the State of New Hampshire.

[Signature Page Follows]

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 2017.

299 VAUGHAN STREET, LLC

By: _____
Name
Its: Manager
Duly Authorized

CITY OF PORTSMOUTH

By: _____
Name
Its: _____
Duly Authorized

**THE STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM**

This Deed was acknowledged before me on this ____ day of _____, 2017
by _____ the Manager of 299 Vaughan Street, LLC, a
New Hampshire limited liability company on behalf of the limited liability company.

Before me,

Justice of the Peace/Notary Public
My commission expires:
Name: _____
[print]

THE STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

This Deed was acknowledged before me on this ____ day of _____, 2017
by _____ the _____ of the City of
Portsmouth New Hampshire.

Before me,

Justice of the Peace/Notary Public
My commission expires:
Name: _____
[print]

[Community Space and Easement Agreement]

Return to:
Office of City Attorney
City of Portsmouth
1 Junkins Avenue
Portsmouth, NH 03801

QUITCLAIM DEED

299 VAUGHAN STREET, LLC, a New Hampshire limited liability company, having an address of c/o Cathartes Private Investments, 11 Beacon Street, Suite 1120, Boston, Massachusetts 02108 ("**299 VS**"), and **VAUGHAN STREET HOTEL LLC**, a New Hampshire limited liability company, having an address of 1359 Hooksett Road, Hooksett, New Hampshire 03106 ("**VSH**" and, together with 299 VS, the "**Grantors**"), for consideration paid, grants certain real property interests, as set forth herein, to the **CITY OF PORTSMOUTH**, a municipal corporation with a principal place of business at 1 Junkins Avenue, Portsmouth, New Hampshire 03801 (the "**City**").

1. Deed of Lot 15 to the City.

1.1 **Lot 15 Grant.** 299 VS grants with **Quitclaim Covenants**, all of its right, title and interest in and to the following premises:

Lot 15: A certain tract of land, with any improvements thereon or therein, situated near Vaughan and Green Streets in the City of Portsmouth, County of Rockingham, State of New Hampshire, being shown as "Tax Map 123, Lot 15" on that certain subdivision plan entitled "Subdivision Plan of Tax Map 123, Lot 15" dated May 19, 2017 by Tighe & Bond and revised through [September 8], 2017 and recorded in the Rockingham County Registry of Deeds as Plan # _____ ("**Subdivision Plan**") attached hereto as Exhibit A.

1.2 **Retained Lot.** 299 VS expressly retains that parcel of land described as the "Proposed Lot" on the Subdivision Plan containing approximately 3,942 square feet (the "**Retained Land**").

1.3 **Access Easement Over Retained Land.** 299 VS hereby grants an access easement of approximately 10' in width to the City over the westerly portion of the Retained Land as shown as Item 6 on the Easement Plan (as defined below) for pedestrians and bicycles for use by the City and the public.

2. Reserved Easements Over Lot 15. Lot 15 is conveyed together with and subject to the following rights and easements reserved by 299 VS for the benefit of Tax Map 124, Lot 10 (“**Lot 10**”) and the Retained Land as shown on a certain plan entitled “License, Easement & Land Transfer Plan of Tax Map 123, Lot 15 & Tax Map 124, Lots 10 & 11” dated [August], 2017, by Tighe & Bond and recorded on the Rockingham County Registry of Deeds as Plan # _____ (the “**Easement Plan**”) attached hereto as Exhibit B; provided, however, that the Reserved Easements (as defined below) shall not obstruct the City’s right to construct and maintain public access ways for bicycles and pedestrians in any location of its choosing.

2.1 Landscaping Maintenance Access Easement. A temporary and non-exclusive easement in locations and times reasonably approved by the City over Lot 15 to provide access and egress from the Retained Land to Vaughan Street solely to transport landscaping materials over Lot 15 in a pickup truck or similar vehicle, which shall exist only until such time as the Grantors obtain an alternative means of access and egress to the Retained Land, at which time such easement shall terminate without further action of the parties hereto (the “**Landscaping Maintenance Access Easement**”).

2.2 Drainage Easement. A perpetual, permanent and exclusive easement over the area shown as Easement 3 on the Easement Plan attached hereto to drain, direct and flow surface water from Lot 10 over and across Lot 15 (the “**Reserved Drainage Easement**”).

2.3 Rain Garden Drainage Easement. A perpetual, permanent and exclusive easement over the area shown as Easement 4 on the Easement Plan attached hereto to drain surface water from Lot 10, the Retained Land and any other adjacent property acquired by 299 VS, its successors and assigns, and across Lot 15 as shown on the Easement Plan and to maintain, replace, repair and construct a so-called rain garden or other form of surface water detention area for purposes of retaining and treating said surface water (the “**Reserved Rain Garden Easement**” and collectively with the Landscaping Maintenance Access Easement and Reserved Drainage Easement, the “**Reserved Easements**”).

2.4. Maintenance. Each of the Reserved Drainage Easement and the Reserved Rain Garden Easement is reserved together with the perpetual right of ingress and egress over the Vaughan Street Access Easement (as defined below) and onto the areas of the Reserved Drainage Easement and the Reserved Rain Garden Easement with motor vehicles and equipment for maintaining, operating, repairing, and relocating the existing and any future drain pipes, detention areas, structures and facilities doing no unnecessary damage and replacing as much as possible the land to its condition before work began

3. Vaughan Street Access Easement.

3.1 Grant of Vaughan Street Access Easement over Lot 10. VSH hereby grants to the City a perpetual, permanent, and non-exclusive easement for public access and egress from Lot 15 to Vaughan Street over that area described as Easement 1 on the Easement Plan attached hereto for pedestrians and bicycles only, together with rights of access and egress with motor vehicles, equipment or otherwise to construct and maintain the surface, landscaping and other

materials located within said Easement (the “**Vaughan Street Access Easement**”). VSH and the City agree that VSH shall construct the Vaughan Street Access Easement simultaneously with the construction of the improvements on Lot 10 in accordance with the approved site plan and VSH shall have the right to close access to the Vaughan Street Access Easement during the construction period.

3.2 Repairs. VSH retains and reserves and is hereby granted a temporary construction and maintenance easement to be used from time to time in order to construct, maintain and repair any building located on Lot 10 and any other improvements adjoining the Vaughan Street Access Easement. These reserved rights include the right to temporarily close off the access rights with respect to the Vaughan Street Access Easement and the obligation to obtain the City’s written consent upon three (3) days’ notice prior to the commencement of any work along or within the Vaughan Street Access Easement, which consent shall not be unreasonably conditioned, withheld or denied.

3.3 Reserved Rights. VSH reserves for itself, its successors and assigns, the use and enjoyment of the Vaughan Street Access Easement and the air rights over the Vaughan Street Access Easement for such purposes only as will in no way interfere with the perpetual use thereof by the City, its successors and assigns, for the purposes contained herein. VSH agrees that it, and its successors and assigns, shall not erect any building within the Vaughan Street Access Easement, provided, however, that VSH may install above ground overpass structures in the air rights beginning thirteen (13) feet above the finished surface of the Vaughan Street Access Easement. In addition, VSH reserves the right to construct and maintain underground utility structures or systems within the Vaughan Street Access Easement as long as they do not interfere with the City’s use of the Vaughan Street Access Easement. The Grantors acknowledge and agree that nothing in this Section 3.3 waives any provision of the City’s zoning ordinance or other applicable municipal laws or regulations.

4. Miscellaneous Provisions.

4.1 Nature of Easements. Except as stated otherwise herein, the easement rights and privileges granted by this instrument are perpetual and shall run with the land. The parties hereto reserve the right to assign, convey and transfer the easements granted to them herein and the covenants, agreements and rights contained herein.

4.2 Bind and Inure. The rights and obligations established herein inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns from time to time of all or any portion of Lot 10, Lot 15, the Retained Land, the Vaughan Street Access Easement and/or Reserved Easements and shall be covenants running with the land.

4.3 Notices. Any notice, consent or approval required or contemplated hereunder shall be in writing and shall be deemed duly given one day after being sent by a commercially recognized overnight delivery service, upon personal delivery, or three (3) days after being sent by certified mail or registered mail, return receipt requested, postage and registration charges prepaid, addressed as follows:

In the case of the City:

City of Portsmouth
1 Junkins Avenue
Portsmouth, New Hampshire, 03801
Attention: City Manager

with a copy to:

City of Portsmouth
1 Junkins Avenue
Portsmouth, New Hampshire, 03801
Attention: City Attorney

In the case of Grantors:

c/o Cathartes
11 Beacon Street
Suite 1120
Boston, Massachusetts 02108
Attention: Jeff Johnston

with a copy to:

Stebbins, Lazos & Van Der Beken, PA
889 Elm Street, 6th Floor
Manchester, New Hampshire 03101
Attention: Nicholas J. Lazos, Esq.

or at such other place as any party may from time to time hereafter designate to the other in writing.

4.4 Recorded As-Built Plans. Upon construction of the easements granted herein, the parties shall execute and record with the Rockingham County, New Hampshire Registry of Deeds a mutually acceptable amendment to this Deed showing the final location of the Easements.

4.5 Governing Law. This Deed shall be construed and governed in accordance with the laws of the State of New Hampshire.

4.6 No Waiver. No waiver of any condition or agreement in this Deed by any party shall imply or constitute a further waiver by such party of the same or any other condition or agreement, and any such waiver must be in writing to be effective.

4.7 Successors and Assigns. All references to the Grantors and the City shall include their respective successors and assigns.

4.8 Restrictions. The conveyances described herein are made subject to easements, restrictions, and reservations of record, insofar as the same are still in force and applicable, as described in Exhibit C attached hereto.

4.9 Transfer Tax. This conveyance is Exempt from Transfer Tax pursuant to NH RSA 78-B:2(I).

4.10 No Homestead. The premises hereby conveyed are not the homestead property of the Grantors.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 2017.

299 VAUGHAN STREET, LLC

By: _____
Name
Its: Manager
Duly Authorized

VAUGHAN STREET HOTEL LLC

By: _____
Name
Its: Manager
Duly Authorized

CITY OF PORTSMOUTH

By: _____
Name
Its: _____
Duly Authorized

THE STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

This Deed was acknowledged before me on this ____ day of _____, 2017
by _____ the Manager of 299 Vaughan Street, LLC, a
New Hampshire limited liability company, on behalf of the limited liability company.
Before me,

Justice of the Peace/Notary Public
My commission expires:
Name: _____
[print]

THE STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

This Deed was acknowledged before me on this ____ day of _____, 2017
by _____ the Manager of Vaughan Street Hotel LLC,
a New Hampshire limited liability company, on behalf of the limited liability company.
Before me,

Justice of the Peace/Notary Public

My commission expires:

Name: _____

[print]

[Community Space and Easement Agreement]

THE STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

This Deed was acknowledged before me on this ___ day of _____, 2017
by _____ the _____ of the City of
Portsmouth, New Hampshire, on behalf of the City of Portsmouth.

Before me,

Justice of the Peace/Notary Public

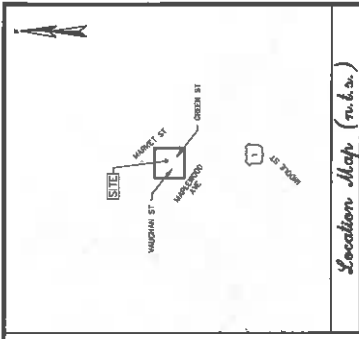
My commission expires:

Name: _____

[print]

Exhibit A

Subdivision Plan



Location Map (T.M.B.)

**SUBDIVISION PLAN
OF
TAX MAP 123, LOT 15**
FOR
**289 VAUGHAN STREET, LLC
VAUGHAN STREET
PORTSMOUTH, NEW HAMPSHIRE**

DOUCET SURVEY

DATE: MAY 19, 2017
SCALE: AS SHOWN
DATE: 4-23-17
SHEET: 2 OF 2

THIS PLAN REPRESENTS THE FIELD NOTES, DATA AND CALCULATIONS OF THE SURVEY AS SHOWN ON THIS PLAN. THE FIELD NOTES ARE FILED AT THE REGISTERED OFFICE OF THE STATE OF NEW HAMPSHIRE.

THE CITY ENGINEER'S REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE SURVEY AND DOES NOT CONSTITUTE AN ENDORSEMENT OF THE PROJECT OR A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE ENGINEER'S REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE SURVEY AND DOES NOT CONSTITUTE AN ENDORSEMENT OF THE PROJECT OR A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED HEREON.

REFERENCE PLANS

- "PLAN OF LAND, VAUGHAN AND CROSS STREETS, PORTSMOUTH, NH DATED JULY 1989 BY JOHN W. BURKH, REGISTERED PROFESSIONAL SURVEYOR, S.P. 2002, FILED AT THE REGISTERED OFFICE OF THE STATE OF NEW HAMPSHIRE, PORTSMOUTH, NH, BOOK 184, PAGE 208.
- "PLAN OF LOTS 15, 16 AND 17, LOT 15, LOT 16 AND 17, FILED AT THE REGISTERED OFFICE OF THE STATE OF NEW HAMPSHIRE, PORTSMOUTH, NH, BOOK 184, PAGE 208.
- "PLAN OF LOTS 15, 16 AND 17, LOT 15, LOT 16 AND 17, FILED AT THE REGISTERED OFFICE OF THE STATE OF NEW HAMPSHIRE, PORTSMOUTH, NH, BOOK 184, PAGE 208.
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- "PLAN OF LOTS 15, 16 AND 17, LOT 15, LOT 16 AND 17, FILED AT THE REGISTERED OFFICE OF THE STATE OF NEW HAMPSHIRE, PORTSMOUTH, NH, BOOK 184, PAGE 208.
- "PLAN OF LOTS 15, 16 AND 17, LOT 15, LOT 16 AND 17, FILED AT THE REGISTERED OFFICE OF THE STATE OF NEW HAMPSHIRE, PORTSMOUTH, NH, BOOK 184, PAGE 208.
- "PLAN OF LOTS 15, 16 AND 17, LOT 15, LOT 16 AND 17, FILED AT THE REGISTERED OFFICE OF THE STATE OF NEW HAMPSHIRE, PORTSMOUTH, NH, BOOK 184, PAGE 208.

NOTES

- TAX MAP 123, LOT 15
- TOTAL PHASE AREA: 1.00 AC (CALCULATED TO BEAN FROM WITHIN)
- CORNER OF RECORD
- ZONING DISTRICT: B-1 (B-1)
- ZONING DISTRICTS BASED ON THE CITY OF PORTSMOUTH ZONING MAP DATED 11/15/16 AS AVAILABLE ON THE CITY WEBSITE ON 5/17/17. THE CITY OF PORTSMOUTH ZONING MAP DATED 11/15/16 IS THE MOST RECENT ZONING MAP FOR PORTSMOUTH, NEW HAMPSHIRE.
- THE SITE IS SUBJECT TO THE STATE OF NH SOILS AND WATER QUALITY PROTECTION ACT AND SHOWN HEREON FOR SOILS AND WATER QUALITY PROTECTION PURPOSES.
- MARRIAGE AND NATURAL AFFINITY: THE MARRIAGE AND NATURAL AFFINITY OF THE PARTIES TO THIS DEED IS HEREBY CERTIFIED TO BE IN FULL FORCE AND EFFECT. THE PARTIES TO THIS DEED ARE SUBJECT TO THE STATE OF NH MARRIAGE AND NATURAL AFFINITY ACT AND SHOWN HEREON FOR MARRIAGE AND NATURAL AFFINITY PURPOSES.
- COMMERCIAL DISTRICT: THE COMMERCIAL DISTRICT OF THE CITY OF PORTSMOUTH IS HEREBY CERTIFIED TO BE IN FULL FORCE AND EFFECT. THE PARTIES TO THIS DEED ARE SUBJECT TO THE STATE OF NH COMMERCIAL DISTRICT ACT AND SHOWN HEREON FOR COMMERCIAL DISTRICT PURPOSES.
- CONSERVATION DISTRICT: THE CONSERVATION DISTRICT OF THE CITY OF PORTSMOUTH IS HEREBY CERTIFIED TO BE IN FULL FORCE AND EFFECT. THE PARTIES TO THIS DEED ARE SUBJECT TO THE STATE OF NH CONSERVATION DISTRICT ACT AND SHOWN HEREON FOR CONSERVATION DISTRICT PURPOSES.
- PLANNING BOARD: THE PLANNING BOARD OF THE CITY OF PORTSMOUTH IS HEREBY CERTIFIED TO BE IN FULL FORCE AND EFFECT. THE PARTIES TO THIS DEED ARE SUBJECT TO THE STATE OF NH PLANNING BOARD ACT AND SHOWN HEREON FOR PLANNING BOARD PURPOSES.
- RECORDING: THIS DEED IS HEREBY CERTIFIED TO BE IN FULL FORCE AND EFFECT. THE PARTIES TO THIS DEED ARE SUBJECT TO THE STATE OF NH RECORDING ACT AND SHOWN HEREON FOR RECORDING PURPOSES.

APPROVED FOR THE RECORD: _____ DATE: _____

CHARLEMAN PORTSMOUTH PLANNING BOARD: _____ DATE: _____

NO.	DATE	BY	REVISIONS
3	05/17/17	JWM	REVISED PLANNING BOARD
2	05/17/17	JWM	REVISED PLANNING BOARD
1	05/17/17	JWM	REVISED PLANNING BOARD

Exhibit B

Easement Plan

1. REFERENCE: TAX MAP 123, LOTS 10 & 11
LOT 10 - 43,300 SQ. FT. ON 110 AC. CALCULATED TO BEAN HIGH WATER
LOT 11 - 27,500 SQ. FT. ON 50 AC. CALCULATED TO BEAN HIGH WATER

2. TOTAL PARCEL AREA: TAX MAP 123, LOT 10
578,000 SQ. FT. (13.1 AC.)
TAX MAP 123, LOT 11
578,000 SQ. FT. (13.1 AC.)

3. OWNERS OF RECORD: TAX MAP 123, LOT 10
898 VAUGHAN STREET, LLC
11 BEAUFORT STREET, SUITE 1100
BOSTON, MASSACHUSETTS 02111
TAX MAP 123, LOT 11
898 VAUGHAN STREET, LLC
11 BEAUFORT STREET, SUITE 1100
BOSTON, MASSACHUSETTS 02111

4. ZONE: C-4 (LOT 10) C-8 (LOTS 10 & 11)
GENERAL BUSINESS DISTRICT
SPECIAL DISTRICT

1. VERTICAL DATUM IS BASED ON MEANS PER DATE OF 1985.
2. HORIZONTAL DATUM IS BASED ON NEW HAMPSHIRE STATE PLANE (2011 MANCHESTER MERIDIAN) DERIVED FROM INDIVIDUAL GPS
RECORDINGS USING THE VECTOR GPS USE NETWORK.
3. ALL DIMENSIONS ARE STATED IN FEET AND ARE SUBJECT TO CHANGE DUE TO MEASUREMENT ERRORS SUCH AS EXCESSIVE
ON-THE-GROUND DISTURBANCES, FUTURE DISTURBANCES, AND/OR FUTURE REVISIONS TO THE ORIGINAL RECORDINGS.
4. RECORDS RELY UPON THE BEST AVAILABLE DATA AND THE RECORDS ARE NOT GUARANTEED TO BE ACCURATE.
5. THE USER OF THIS PLAN IS RESPONSIBLE FOR OBTAINING NECESSARY PERMITS FROM ALL APPLICABLE MUNICIPAL, STATE AND FEDERAL AGENCIES.
6. THE USER OF THIS PLAN IS RESPONSIBLE FOR OBTAINING NECESSARY PERMITS FROM ALL APPLICABLE MUNICIPAL, STATE AND FEDERAL AGENCIES.
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LEGEND

- PROPERTY LINE
- PROPOSED PROPERTY LINE
- EXISTING EASEMENT
- HIGHWAY RIGHT-OF-WAY
- NON-ADJOINING LOT
- ADJOINING LOT
- ADJOINING STREET
- ADJOINING WATERWAY
- ADJOINING LOT
- ADJOINING STREET
- ADJOINING WATERWAY

EASEMENT & LICENSE LEGEND

- PROPERTY SPACE EASEMENT - 25' FT. TO 10' FT.
- PROPERTY SPACE EASEMENT - 10' FT. TO 5' FT.
- PROPERTY SPACE EASEMENT - 5' FT. TO 2' FT.
- PROPERTY SPACE EASEMENT - 2' FT. TO 0' FT.
- PROPERTY SPACE EASEMENT - 0' FT. TO 0' FT.
- PROPERTY SPACE EASEMENT - 0' FT. TO 0' FT.
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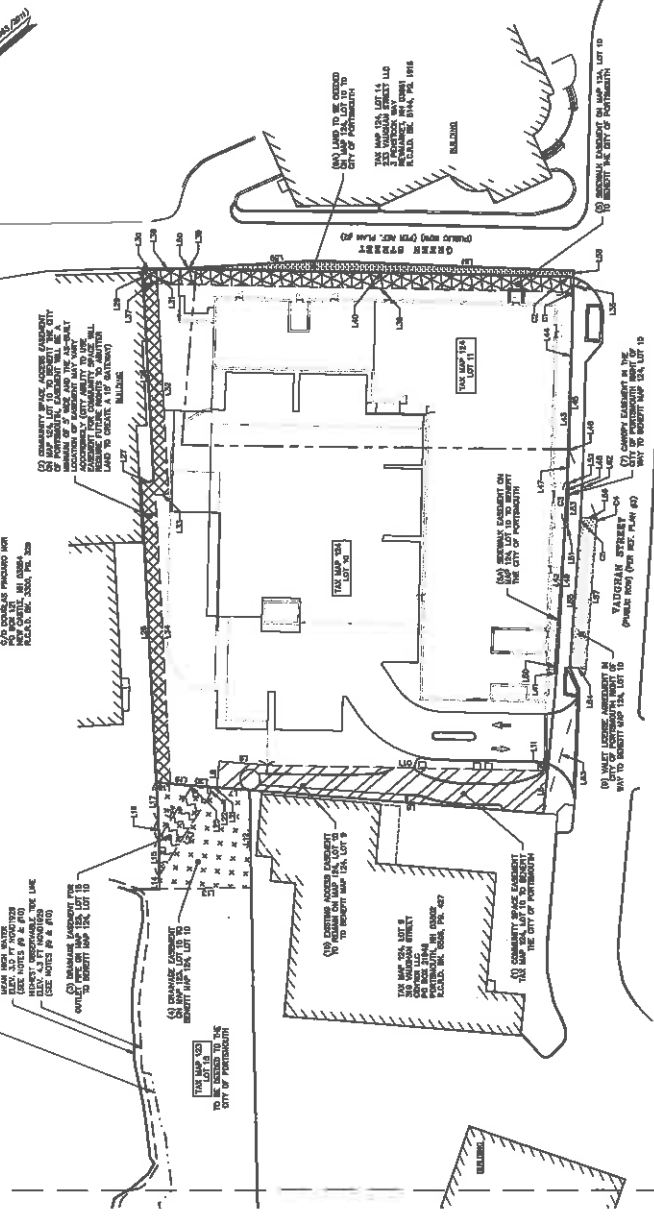
SEE SHEET 2 FOR LINE TABLE
LICENSE, EASEMENT
& LAND TRANSFER PLAN
OF
TAX MAP 123, LOT 15 &
TAX MAP 124, LOTS 10 & 11
VAUGHAN STREET & GREEN STREET
PORTSMOUTH, NEW HAMPSHIRE

NO.	DATE	DESCRIPTION

PROJECT NO. 4-583
DATE 4/5/2017
DRAWN BY 4-583
CHECKED BY 4-583
SCALE 1" = 2'

**DOUCET
SURVEY**

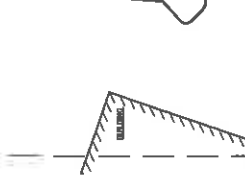
600 South Main Street
Portsmouth, NH 02870
Tel: 603.431.5555
Fax: 603.431.5556
www.doucet-survey.com



THE USER OF THIS PLAN IS RESPONSIBLE FOR OBTAINING NECESSARY PERMITS FROM ALL APPLICABLE MUNICIPAL, STATE AND FEDERAL AGENCIES.
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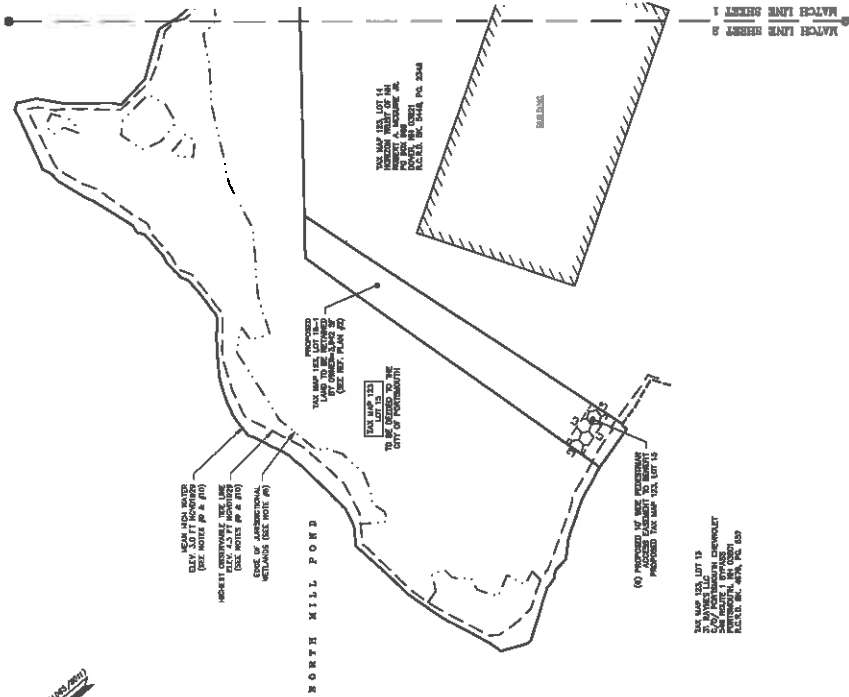
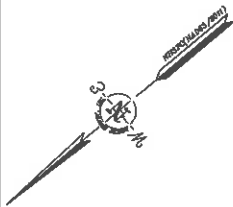
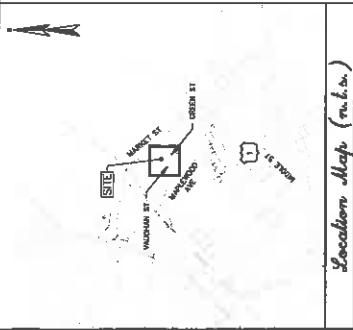
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MATCH LINE SHEET 1
MATCH LINE SHEET 2



LINE BEARING	DISTANCE
L1	S16°40'17"E 24.05'
L2	S72°32'42"W 10.01'
L3	S16°40'17"E 23.87'
L4	S73°10'09"W 10.00'
L5	S44°08'09"E 23.86'
L6	S64°37'37"E 146.70'
L7	S80°07'37"E 18.30'
L8	S49°29'24"E 13.27'
L9	S44°32'48"W 23.78'
L10	S11°02'39"E 140.00'
L11	S13°21'24"W 1.79'
L12	S25°10'14"W 68.18'
L13	S28°32'37"E 66.00'
L14	S10°42'47"E 18.40'
L15	S21°03'07"E 18.71'
L16	S33°13'47"E 24.81'
L17	S53°07'39"E 10.94'
L18	S44°32'48"W 23.86'
L19	S44°37'27"W 10.20'
L20	S44°37'27"W 10.20'

LINE BEARING	DISTANCE
L21	S44°37'27"W 10.20'
L22	S44°37'27"W 10.20'
L23	S44°37'27"W 10.20'
L24	S17°38'13"E 38.49'
L25	S46°05'28"E 1.53'
L26	S53°02'39"E 104.80'
L27	S28°32'37"E 66.00'
L28	S53°07'39"E 108.37'
L29	S53°07'39"E 6.79'
L30	S38°47'27"W 7.21'
L31	S38°47'27"W 7.21'
L32	S41°02'39"E 106.31'
L33	S28°32'37"E 66.00'
L34	S41°02'39"E 6.29'
L35	S10°42'47"E 18.40'
L36	S41°02'39"E 6.29'
L37	S41°02'39"E 6.29'
L38	S16°07'39"E 104.80'
L39	S38°47'27"W 7.21'
L40	S41°02'39"E 6.29'
L41	S41°02'39"E 6.29'

LINE BEARING	DISTANCE
L42	S27°07'39"E 27.80'
L43	S33°07'39"E 76.10'

CHANCE	ANG. LENGTH	BEARING	COVA. AREA	DATE	BEARING	CHORD LENGTH
C1	4.87'	S13.00'	12		S13.00'	4.87'
C2	4.33'	S10.00'	13		S17°02'37"E	4.97'
C3	20.28'	S12.00'	3		S17°02'37"E	20.28'
C4	2.76'	S06.00'	5		S44°32'48"W	2.76'
C5	2.74'	S00.00'	5		S44°32'48"W	2.74'

LICENSE, EASEMENT & LAND TRANSFER PLAN
OF
TAX MAP 123, LOT 15 & TAX MAP 124, LOTS 10 & 11
VAUGHAN STREET & GREEN STREET
PORTSMOUTH, NEW HAMPSHIRE

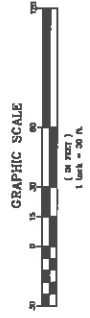
DATE	NO.	DATE
08/08/17	1	08/08/17
08/16/17	2	08/16/17
08/22/17	2	08/22/17

DOUCET SURVEY
 111 S. MARKET STREET, PORTSMOUTH, NH 03801
 PHONE: 603-883-8838
 FAX: 603-883-8839
 EMAIL: info@doucetsurvey.com

LEGEND
 PROPERTY LINE
 EASEMENT LINE
 DEED BOUNDARY LINE
 MEAN HIGH WATER
 UNRECORDED DEED BOUNDARY LINE
 (SEE NOTES TO DRAWING)
 UNRECORDED DEED BOUNDARY LINE
 (SEE NOTES TO DRAWING)
 DEED BOUNDARY LINE
 (SEE NOTES TO DRAWING)

EASEMENT & LICENSE LEGEND
 EASEMENT SPACE EASEMENT-777 SQ. FT.
 EASEMENT FOR TRUCK COMMUNITY SPACE-1465 SQ. FT.
 EASEMENT SPACE EASEMENT-1237 SQ. FT.
 EASEMENT SPACE EASEMENT-1237 SQ. FT.
 EASEMENT SPACE EASEMENT-1237 SQ. FT.
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 EASEMENT SPACE EASEMENT-1237 SQ. FT.
 EASEMENT SPACE EASEMENT-1237 SQ. FT.

THE CITY OF PORTSMOUTH, NEW HAMPSHIRE, HAS REVIEWED THE LICENSE, EASEMENT AND LAND TRANSFER PLAN AND HAS DETERMINED THAT THE PLAN CONFORMS TO THE REQUIREMENTS OF THE LICENSE, EASEMENT AND LAND TRANSFER ACT, RSA 223:1-10. THE CITY OF PORTSMOUTH, NEW HAMPSHIRE, HAS REVIEWED THE LICENSE, EASEMENT AND LAND TRANSFER PLAN AND HAS DETERMINED THAT THE PLAN CONFORMS TO THE REQUIREMENTS OF THE LICENSE, EASEMENT AND LAND TRANSFER ACT, RSA 223:1-10.



NO.	DATE	DESCRIPTION	BY

Exhibit C

Easement Restrictions

_____ of _____ documents

Tax Stamp: \$ _____

Recording Fee: \$ _____

L-Chip Surcharge: \$25.00

Return to:

319 Vaughan Street Center, LLC

Attn: Danielle Kravetz-Smida, Manager

PO Box 21948

Portsmouth, NH 03802

EGRESS EASEMENT DEED

299 VAUGHAN STREET, LLC, with a mailing address at 11 Beacon Street, Suite 1120, Boston, Massachusetts 02108, hereinafter "**Grantor**", for consideration paid, grants to **319 VAUGHAN STREET CENTER, LLC**, a New Hampshire limited liability company, with a mailing address at PO Box 21948, Portsmouth, New Hampshire, 03802, hereinafter the "**Grantee**", with **QUITCLAIM COVENANTS**, solely for the "Permitted Uses" described herein, and subject to relocation and termination as herein provided the following emergency egress easement over Grantor's real property known as 299 Vaughan Street, Portsmouth, New Hampshire (Tax Map 124, Lot 10) ("**Lot 124/10**"), and Grantor's real property situate on the north-easterly side of Vaughan Street (Tax Map 123, Lot 15) ("**Lot 123/15**") (Lot 124/10 and Lot 123/15, each, or together, the "**Grantor Property**"), as herein provided:

1. **Egress Easement Area** – A perpetual, permanent, uninterrupted, and unobstructed, non-exclusive easement and right of way over Grantor Property (the "**Egress Easement**") to provide emergency egress from the northeasterly portion of Grantee's real property known as 319 Vaughan Street, Portsmouth, New Hampshire (Tax Map 124, Lot 9), situate on the northeasterly side of Vaughan Street ("**Grantee Property**"), being:

- (a) an area on Lot 123/15, initially comprising approximately 194 square feet and being the area shown as "Proposed Egress Area A Easement to Benefit 124/9 194 S.F." on the plan of land entitled "Easement Plan, Egress Easement to 319 Vaughan Street Center, LLC, Tax Map 124, Lot 9, Tax Map 123, Lot 15, Property of 299 Vaughan Street, LLC", prepared by Ambit Engineering, Inc., and recorded in the Rockingham County Registry of Deeds as Plan _____ (the "Plan"), and initially and more particularly described as follows:

Beginning at an iron rod at the easterly corner of land of 319 Vaughan Street Center, LLC at the intersection of two parcels of land of 299 Vaughan Street, LLC, c/o Cathartes Private Investments (Tax Map 124, Lot 10 and Tax Map 123, Lot 15) said point being N 45°34'08" E a distance of 148.75 from the northeasterly sideline of Vaughan Street; thence running along land of said 319 Vaughan Street Center, LLC N 50°07'52" W a distance of 65.10 feet to a point; thence turning and running the following three courses across land of said 299 Vaughan Street, LLC (Tax Map, 123/ Lot 15) N 39°52'08" E a distance of 4.06 feet to a point; thence turning and running S 53°49'19" E a distance of 14.96 feet to a point; thence turning and running S 44°25'09" E a distance of 50.42 feet to an iron rod, which is the point of beginning.

Having an area of 194 square feet, more or less.

The easement area described in this paragraph 1(a) is referred to as the "123/15 Easement Area".

- (b) a pathway on Lot 124/10 of no more than six feet (6') in width and ten feet (10') in height, initially comprising approximately 316 square feet and being the area shown as "Proposed Egress Area B Easement to Benefit 124/9 316 S.F." on the Plan, and initially and more particularly described as follows :

Beginning at an iron rod at the easterly corner of land of 319 Vaughan Street Center, LLC at the intersection of two parcels of land of 299 Vaughan Street, LLC, c/o Cathartes, Private Investments (Tax Map 124, Lot 10 and Tax Map 123, Lot 15) said point being N 45°34'08" E a distance of 148.75 from the northeasterly sideline of Vaughan Street;

thence running the following three courses across land of said 299 Vaughan Street, LLC (Tax Map 124/ Lot 10): S 44°25'09" E a distance of 4.26 feet to a point; thence turning and running S 45°49'37" W a distance of 75.47 feet to a point; thence turning and running N 89°20'43" W a distance of 5.54 feet to a point at land of said 319 Vaughan Street Center, LLC; thence turning and running along land of said 319 Vaughan Street Center, LLC N 45°34'08" E a distance of 79.38 feet to an iron rod which is the point of beginning.

Having an area of 316 square feet, more or less.

The easement area described in this paragraph 1(b) is referred to as the “124/10 Easement Area”; and the 123/15 Easement Area and the 124/10 Easement Area, together or singly are referred to as the “Egress Easement Area”.

2. **Permanent Relocation** – All or any portion of the Egress Easement may be relocated by Grantor, in Grantor’s sole discretion from the then-existing Egress Easement Area to another area on the same lot of Grantor Property; *provided, that* (A) any relocation of the 123/15 Easement Area shall be to another area on Lot 123/15 that is adjacent to Grantee Property and that, alone or along with any area on Grantee Property, creates a pathway of at least six feet (6’) in width connecting any emergency exit on the main building on Grantee Property to Lot 124/10, or (B) any relocation of the 124/10 Easement Area is a pathway of no fewer than six feet (6’) in width and ten feet (10’) in height and that runs from the northeasterly edge of the Grantee Property, over Lot 124/10, to: (i) a public right of way; or (ii) any area on Grantee Property that is an unobstructed pathway of at least six feet (6’) in width to a public right of way. The new area on the Grantor Property so designated by Grantor shall become the applicable “Egress Easement Area” hereunder upon: (a) approval of such relocated area as the applicable “Egress Easement Area” hereunder pursuant to approval of an amended site plan for the development at 319 Vaughan Street by the City of Portsmouth; and (b) recording in the Rockingham County Registry of Deeds of an instrument signed by Grantor and describing such relocated Egress Easement Area (metes and bounds, plan representation, or other description).
3. **Temporary Relocation** – To accommodate the use of, development of, or construction on, the Grantor Property, the Egress Easement may be temporarily relocated by Grantor from a then-existing Egress Easement Area to an area on the Grantor Property that, as to the 123/15 Easement Area, satisfies the conditions of paragraph 2(A) above or, as to the 124/10 Easement Area, satisfies the conditions of paragraph 2(B) above. The new area on the Grantor Property so designated by Grantor shall serve temporarily as the applicable “Egress Easement Area” hereunder so long as such temporary relocation of the Egress Easement Area is set forth and described in the construction management and mitigation plan or other document or instrument pertaining to such development or construction or otherwise approved in writing by the Planning Director (or similar official authorized by the City Manager) of the City of Portsmouth.
4. **Termination** –
 - (a) If the Grantee Property is redeveloped in such a way that the governmental authority having land-use jurisdiction over the Grantee Property no longer requires the Egress Easement as a condition of use or occupancy of the Grantee Property, then sixty (60) days after Grantor delivers to the Grantee and to the City of Portsmouth (to the attention of the Planning Director or similar executive official) written notice of termination of Egress Easement under subparagraph 4(a) of this Egress Easement Deed, the Egress Easement shall be terminated automatically.
 - (b) If all active use of the Grantee Property ceases for a period of six consecutive months or if the Grantee Property is used for any purpose, other than for the “Approved Land Use” (defined below), then, in each instance, the rights in and to the Egress

Easement and this Egress Easement Deed shall be terminated 60 days after the Grantor delivers to the Grantee and to the Planning Director (or similar official authorized by the City Manager) of the City of Portsmouth written notice of termination of Egress Easement under subparagraph 4(b) of this Egress Easement Deed; unless, prior to the expiration of such 60-day period, the sole and active use of Grantee Property for Approved Land Use is restored on the Grantee Property. If any legal proceeding before a court or other adjudicator having jurisdiction is initiated about whether the Egress Easement has been terminated under this provision, the non-prevailing party shall pay the legal fees and costs incurred by the prevailing party in connection with such dispute.

- (c) The Grantee acknowledges and agrees that Grantee will not use Grantee Property subsequent to termination of the Egress Easement for the Approved Land Use or any other use as to which, under applicable law, ordinance, or code, the Egress Easement is required without review and approval of such use by the Planning Board of the City of Portsmouth.
 - (d) So long as the notice and other requirements under subparagraph 4(a) or subparagraph 4(b) first are satisfied, Grantee or Grantor may record in the Rockingham County Registry of Deeds a written notice of termination of Egress Easement under subparagraph 4(a) or subparagraph 4(b) of this Egress Easement Deed,
 - (e) The “**Approved Land Use**” means the occupation and operation of the Grantee Property as a community arts and cultural space for performing and visual arts, including (i) public assembly, (ii) art gallery, (ii) artist studios, (iii) administrative offices, and (iv) food and beverage, and retail use, but only if said food and beverage and retail uses described in this subparagraph 4(e)(iv) are operated as accessory uses to support the community arts and cultural space, and do not, individually or collectively, constitute a primary or even majority use of the Grantee Property. The Approved Land Use reflects the use of the Grantee Property by 3S Contemporary Arts Space Inc., a New Hampshire nonprofit corporation (“**3S Artspace**”), described in the site plan for Grantee Property approved by the City of Portsmouth prior to the date of this Egress Easement Deed.
5. **Permitted Uses** – The Egress Easement granted hereby shall be used exclusively by the Grantee and its invitees for the following “**Permitted Uses**”:
- (a) Removal of snow and other obstructions from the Egress Easement Area; and
 - (b) Emergency egress from the Grantee Property over the Egress Easement to a public right of way or to a portion of the Grantee Property or of any real property adjacent to Grantee Property that provides Grantee and its invitees direct, emergency access to a public right of way.
6. **Nature of Grant** - All rights, privileges, obligations, and liabilities created by this Egress Easement Deed shall inure to the benefit of and be binding upon the Grantor and all

subsequent owners of the Grantor Property, subject to, and with the benefit of, the terms hereof in respect of relocation of the Egress Easement Area and termination of the Egress Easement.

7. **Grantor's Retained Rights** – Grantor retains the right to freely use and enjoy its interest in the Egress Easement Area insofar as the exercise thereof does not endanger or interfere with the purpose of this Egress Easement Deed to provide emergency egress from Grantee Property to a public right of way in and over the Egress Easement Area.
8. **Grantee Obligations; 3S Artspace Occupancy** – For so long as the Egress Easement is in place, Grantee shall:
 - (a) remove or cause to be removed snow and other obstructions from the Egress Easement Area;
 - (b) to the extent any activity by Grantee or Grantee's invitees disturbs and damages the Grantor Property Grantee shall restore the Grantor Property to the condition of the Grantor Property prior to such disturbance and damage.

3S Artspace has a leasehold interest in the Grantee Property as evidenced by a Notice of Lease dated _____ and recorded in the Rockingham County Registry of Deeds at Book _____, Page _____. By executing and delivering this Egress Easement Deed, for so long as 3S Artspace has a leasehold interest in the Grantee Property, 3S Artspace covenants and agrees to perform all obligations of Grantee under this Paragraph 8.

9. **LIMITATION OF LIABILITY-**

- (a) Grantor, and its respective officers, directors, agents, employees and officials shall have no liability for any damage or injury to any property of Grantee, 3S Artspace, or any of the respective employees, patrons, or invitees of Grantee or 3S Artspace, or any other party on the Egress Easement Area or to the person of any of the employees, patrons, or invitees of Grantee or 3S Artspace, or any other party on the Egress Easement Area, however caused, except damage or injury caused by the gross negligence of Grantor.
- (b) Each of Grantee and 3S Artspace hereby accepts the Egress Easement Area in an "As Is" and "Where is" condition existing as of the date of the recording of this Easement Deed, and accepts this Easement Deed subject thereto.
- (c) Grantee covenants to defend, with counsel reasonably acceptable to Grantor, save harmless and indemnify Grantor, from any liability for injury, loss, accident or damage to any person or property and from any claim, action, proceedings and expenses and costs in connection therewith, including without limitation reasonable counsel fees; arising from or under this Easement Deed, except for loss, damage or injury caused by the gross negligence of Grantor. This provision shall survive any termination of this Easement Deed. By executing and delivering this Egress

Easement Deed, for so long as 3S Artspace has a leasehold interest in the Grantee Property, 3S Artspace covenants and agrees to perform all obligations of Grantee under this Paragraph 9(c).

- (d) Grantee, its successors and assigns, agree to provide, at its own expense, all maintenance upkeep, repair or replacement of the pathway within the Egress Easement and shall keep the same free and clear of all snow and ice accumulation and shall keep the Egress Easement Area clear of any rubbish or other debris. As part of such maintenance, Grantee, its successors and assigns agree, as part of its snow and ice removal efforts, not to plow, push or deposit snow onto the Grantor Property. By executing and delivering this Egress Easement Deed, for so long as 3S Artspace has a leasehold interest in the Grantee Property, 3S Artspace covenants and agrees to perform all obligations of Grantee under this Paragraph 9(d).
- (e) Grantee, its successors and assigns, shall carry or cause to be carried and maintain public liability insurance of not less than One Million Dollars (\$1,000,000) per occurrence per person with respect to said Egress Easement naming Grantor, its successors, and assigns, as additional named insured thereunder, any such policy to provide that the same may not be cancelled or not renewed unless the insurance company shall have provided Grantor, its successors and assigns, with ten (10) days prior written notice. By executing and delivering this Egress Easement Deed, for so long as 3S Artspace has a leasehold interest in the Grantee Property, 3S Artspace covenants and agrees to perform all obligations of Grantee under this Paragraph 9(e).

10. **Other Restrictions** - This conveyance is made subject to easements, restrictions, and reservations, of record insofar as the same are still in force and applicable.

11. **Title References** -

- (a) For title reference for Lot 123/15, see Quitclaim Deed of William Creighton, Trustee of the GSM Realty Trust created under Trust Declaration dated November 18, 1994, recorded in the Rockingham County Registry of Deeds at Book 5434, Page 2095.
- (b) For title reference for Lot 124/10, see Quitclaim Deed of William Creighton, Trustee of the GSM Realty Trust created under Trust Declaration dated November 18, 1994, recorded in the Rockingham County Registry of Deeds at Book 5434, Page 2095.
- (c) For title reference for the Grantee Property, see Warranty Deed of Stephen J. Rammer and David T. Parent, both as Trustees of the North Mill Realty Trust, created by Declaration of Trust dated November 29, 1990 recorded in the Rockingham County Registry of Deeds at Book 5506, Page 0427.

12. **Amendment** - This Egress Easement Deed shall not be amended without the consent of the Planning Director (or similar official authorized by the City Manager) of the City of

Portsmouth, which consent shall be evidenced by the countersignature of such City official on such amendment.

13. **Counterparts.** This Egress Easement Deed may be executed in any number of counterparts and by different parties on separate counterparts, each of which counterpart, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same Egress Easement Deed.

Executed this 31 day of July 2014.

GRANTOR:
299 VAUGHAN STREET, LLC

By: 
Its: MANAGER
Duly Authorized


Acknowledged and agreed:

GRANTEE:
319 VAUGHAN STREET CENTER, LLC

By: Danielle Krauer Smith
Its: MANAGER DANIELLE KRAUER SMITH
Duly Authorized

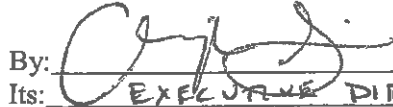
Acknowledged as to use-based termination (under paragraph 4(b)):

CITY OF PORTSMOUTH, NEW HAMPSHIRE

By: 
Its: CITY MANAGER
Duly Authorized

Acknowledged and agreed:

3S CONTEMPORARY ARTS SPACE INC.

By: 
Its: EXECUTIVE DIRECTOR
Duly Authorized

ACKNOWLEDGMENTS

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

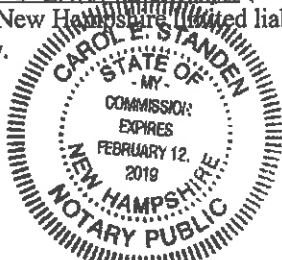
The foregoing instrument was acknowledged before me on this 30th day of July, 2014 by Jeffrey Johnston (name), the Manager (title) of 299 Vaughan Street, LLC, a New Hampshire limited liability company, in said capacity, on behalf said limited liability company.

MARYLIZ A. GEFFERT
Justice of the Peace - New Hampshire
My Commission Expires June 9, 2015

[Signature]
Notary Public
Name: Maryliz A. Geffert
My Commission Expires: 6/9/2015
(stamp or seal)

STATE OF NEW HAMPSHIRE
COUNTY OF Rockingham

The foregoing instrument was acknowledged before me on this 31st day of July, 2014 by Denille Kravitz Spida (name), the Manager (title) of 319 Vaughan Street Center, LLC, a New Hampshire limited liability company, in said capacity, on behalf said limited liability company.



Carol Standen
Notary Public
Name: Carol Standen
My Commission Expires: 2/12/19
(stamp or seal)

STATE OF NEW HAMPSHIRE
COUNTY OF Rockingham

The foregoing instrument was acknowledged before me on this 31 day of July, 2014 by John P. Bohenk (name), the City Manager (title) of the City of Portsmouth, a New Hampshire municipality, in said capacity, on behalf said municipality.

[Signature]
Notary Public
Name: Robert Sullivan
My Commission Expires: 9/18/18
(stamp or seal)

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

The foregoing instrument was acknowledged before me on this 31st day of July, 2014 by Chris Greiner (name), the Executive Director (title) of 3S Contemporary Arts Space Inc., a New Hampshire nonprofit corporation, in said capacity, on behalf said limited liability company.

MARYLIZ A. GEFFERT
Justice of the Peace - New Hampshire
My Commission Expires June 9, 2015

[Signature]
Notary Public
Name: Maryliz A. Geffert
My Commission Expires: 6/9/2015
(stamp or seal)

[GREEN STREET ACCESS EASEMENT]

Return to:

QUITCLAIM DEED

VAUGHAN STREET HOTEL LLC, a New Hampshire limited liability company, having an address of 1359 Hooksett Road, Hooksett, New Hampshire 03106 (“VSH”), for consideration paid, grants to the CITY OF PORTSMOUTH, a municipal corporation with a principal place of business at 1 Junkins Avenue, Portsmouth, New Hampshire 03801 (the “City”), with **Quitclaim Covenants**, all our right, title and interest in and to the following easement:

1. **Definitions.**

1.1 **Lot 15.** “Lot 15” shall mean a certain tract of land, with any improvements thereon or therein, situated near Vaughan and Green Streets in the City of Portsmouth, County of Rockingham, State of New Hampshire, being shown as “Tax Map 123, Lot 15” [or new Tax Map ____, Lot ____] on that certain subdivision plan entitled “Subdivision Plan of Tax Map 123, Lot 15” dated May 19, 2017 by Tighe & Bond as revised through [September 8], 2017 and recorded in the Rockingham County Registry of Deeds as plan # _____ (the “**Subdivision Plan**”) attached hereto as Exhibit A.

1.2 **Lot 10.** “Lot 10” shall mean VSH’s property shown as Tax Map 124, Lot 10 on the Subdivision Plan and on a certain plan entitled “License, Easement & Land Transfer Plan of Tax Map 123, Lot 15 & Tax Map 124, Lots 10 & 11” dated [August], 2017, by Tighe & Bond and recorded on the Rockingham County Registry of Deeds as Plan # _____ (the “**Easement Plan**”) attached hereto as Exhibit B.

1.3 **Reserved Easements.** “Reserved Easements” shall mean those rights and easements reserved and retained by VSH herein.

2. **Green Street Access Easement.**

2.1 **Grant of Green Street Access Easement.** VSH hereby grants to the City a perpetual, permanent, and non-exclusive easement not less than five (5) feet wide over Lot 10 to provide public access and egress for pedestrians and bicycles from Lot 15 to Green Street over that area described as Easement 2 on the Easement Plan, and, for the City, but not the public,

together with rights of access and egress with motor vehicles, equipment or otherwise to construct and maintain the surface, landscaping and other materials located within said easement (the “Green Street Access Easement”).

2.2 Repairs. VSH retains and reserves and is hereby granted a temporary construction and maintenance easement to be used from time to time to construct, maintain and repair any building located on Lot 10 and any other improvements adjoining the Green Street Access Easement. These reserved rights include the right to temporarily close off the access rights with respect to the Green Street Access Easement and the obligation to obtain the City’s written consent upon three (3) days’ notice prior to the commencement of any work along or within the Green Street Access Easement, which consent shall not be unreasonably conditioned, withheld or denied.

2.3 Reserved Rights. VSH reserves for itself, its successors and assigns, the use and enjoyment of the Green Street Access Easement and the air rights over the Green Street Access Easement for such purposes only as will in no way interfere with the perpetual use thereof by the City, its successors and assigns, and the public for the purposes contained herein. VSH agrees that it and its successors and assigns shall not erect any building within the Green Street Access Easement, provided, however, that VSH may install above ground overpass structures in the air rights beginning thirteen (13) feet above the finished surface of the Green Street Access Easement. In addition, VSH reserves the right to construct and maintain underground utility structures or systems within the Green Street Access Easement as long as they do not interfere with the City’s use of the Green Street Access Easement. VSH acknowledges and agrees that nothing in this Section 2.3 waives any provision of the City’s zoning ordinance or other applicable municipal laws or regulations

3. Miscellaneous Provisions.

3.1 Nature of Easements. The easement rights and privileges granted by this instrument are perpetual and shall run with the land. The parties hereto reserve the right to assign, convey and transfer the easements granted to them herein and the covenants, agreements and rights contained herein.

3.2 Bind and Inure. The rights and obligations established herein inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns from time to time of all or any portion of Lot 10, Lot 15, the Green Street Access Easement and/or the Reserved Easements and shall be covenants running with the land.

3.3 Notices. Any notice, consent or approval required or contemplated hereunder shall be in writing and shall be deemed duly given one day after being sent by a commercially recognized overnight delivery service, upon personal delivery, or three (3) days after being sent by certified mail or registered mail, return receipt requested, postage and registration charges prepaid, addressed as follows:

[GREEN STREET ACCESS EASEMENT]

In the case of the City:

City of Portsmouth
1 Junkins Avenue
Portsmouth, New Hampshire 03801
Attention: City Manager

with a copy to:

City of Portsmouth
1 Junkins Avenue
Portsmouth, New Hampshire 03801
Attention: City Attorney

In the case of VSH:

Vaughan Street Hotel LLC
c/o Cathartes
11 Beacon Street
Suite 1120
Boston, Massachusetts 02108
Attention: Jeff Johnston

with a copy to:

Stebbins, Lazos & Van Der Beken, PA
889 Elm Street, 6th Floor
Manchester, New Hampshire 03101
Attention: Nicholas J. Lazos, Esq.

or at such other place as any party may from time to time hereafter designate to the other in writing.

3.4 Recorded As-Built Plans. Upon construction of the easements granted or reserved herein, the parties shall execute and record with the Rockingham County, New Hampshire Registry of Deeds a mutually acceptable amendment to this Deed showing the final location of the Easements.

3.5 Governing Law. This Deed shall be construed and governed in accordance with the laws of the State of New Hampshire.

[GREEN STREET ACCESS EASEMENT]

3.6 No Waiver. No waiver of any condition or agreement in this Deed by any party shall imply or constitute a further waiver by such party of the same or any other condition or agreement, and any such waiver must be in writing to be effective.

3.7 Successors and Assigns. All references to VSH and the City shall include their respective successors and assigns.

3.8 Restrictions. The conveyances described herein are made subject to easements, restrictions, and reservations, of record insofar as the same are still in force and applicable as described in Exhibit A attached hereto.

3.9 Transfer Tax. This conveyance is Exempt from Transfer Tax.

3.10 No Homestead. The premises hereby conveyed are not the homestead property of VSH.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 2017.

VAUGHAN STREET HOTEL LLC

By: _____
Name
Its: Manager
Duly Authorized

CITY OF PORTSMOUTH

By: _____
Name
Its: _____
Duly Authorized

**THE STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM**

This Deed was acknowledged before me on this ____ day of _____, 2017
by _____ the Manager of Vaughan Street Hotel LLC,
a New Hampshire limited liability company, on behalf of the limited liability company.

Before me,

Justice of the Peace/Notary Public
My commission expires:
Name: _____
[print]

[GREEN STREET ACCESS EASEMENT]

THE STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

This Deed was acknowledged before me on this ___ day of _____, 2017
by _____ the _____ of the City of
Portsmouth, New Hampshire, on behalf of the City of Portsmouth.

Before me,

Justice of the Peace/Notary Public

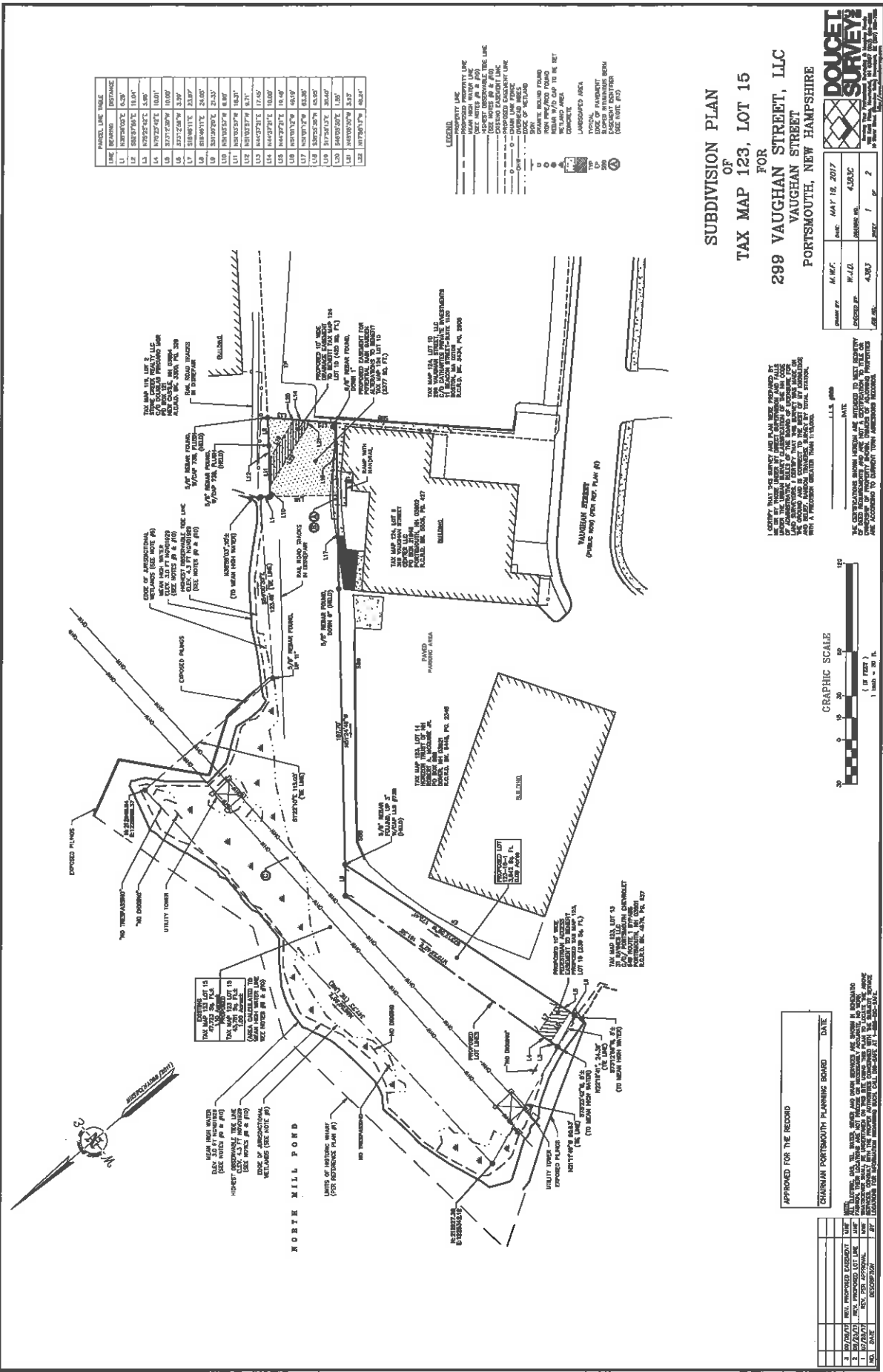
My commission expires:

Name: _____

[print]

[GREEN STREET ACCESS EASEMENT]

Exhibit A
Subdivision Plan



LINE	BEARING	DISTANCE
L1	S82°57'00"E	14.30'
L2	S82°57'00"E	14.30'
L3	S82°57'00"E	14.30'
L4	S82°57'00"E	14.30'
L5	S82°57'00"E	14.30'
L6	S82°57'00"E	14.30'
L7	S82°57'00"E	14.30'
L8	S82°57'00"E	14.30'
L9	S82°57'00"E	14.30'
L10	S82°57'00"E	14.30'
L11	S82°57'00"E	14.30'
L12	S82°57'00"E	14.30'
L13	S82°57'00"E	14.30'
L14	S82°57'00"E	14.30'
L15	S82°57'00"E	14.30'
L16	S82°57'00"E	14.30'
L17	S82°57'00"E	14.30'
L18	S82°57'00"E	14.30'
L19	S82°57'00"E	14.30'
L20	S82°57'00"E	14.30'
L21	S82°57'00"E	14.30'
L22	S82°57'00"E	14.30'
L23	S82°57'00"E	14.30'

LEGEND

PROPOSED PROPERTY LINE
 (SEE NOTE #1 & #2)
 EXISTING PROPERTY LINE
 (SEE NOTE #3 & #4)
 PROPOSED EASEMENT LINE
 (SEE NOTE #5 & #6)
 EXISTING EASEMENT LINE
 (SEE NOTE #7 & #8)
 0 - DRAIN LINE FORCE
 1 - DRAIN LINE FORCE
 2 - DRAIN LINE FORCE
 3 - DRAIN LINE FORCE
 4 - DRAIN LINE FORCE
 5 - DRAIN LINE FORCE
 6 - DRAIN LINE FORCE
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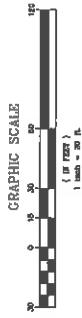
SUBDIVISION PLAN
OF
TAX MAP 123, LOT 15
FOR
299 VAUGHAN STREET, LLC
VAUGHAN STREET
PORTSMOUTH, NEW HAMPSHIRE



DATE	MAY 18, 2017
PROJECT #	4383C
DATE	1 OF 2

NOTICE: THIS PLAN IS A PRELIMINARY PLAN AND IS NOT TO BE USED FOR CONSTRUCTION OR AS A BASIS FOR ANY OTHER ACTION. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

DATE	MAY 18, 2017
PROJECT #	4383C
DATE	1 OF 2



APPROVED FOR THE RECORD

CHARLES PORTSMOUTH PLANNING BOARD

NO.	DATE	BY	REVISION
1			
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[GREEN STREET ACCESS EASEMENT]

Exhibit B

Easement Plan

Return to:
Office of City Attorney
City of Portsmouth
1 Junkins Avenue
Portsmouth, NH 03801

QUITCLAIM DEED

VAUGHAN STREET HOTEL LLC, a New Hampshire limited liability company, having an address of 1359 Hooksett, New Hampshire 03106 (hereinafter referred to as the "Grantor"), for consideration paid, grants to the **CITY OF PORTSMOUTH**, a municipal corporation with a principal place of business at 1 Junkins Avenue, Portsmouth, County of Rockingham, State of New Hampshire, 03801 (hereinafter referred to as the "Grantee", which shall, unless the context clearly indicates otherwise, include the Grantee's successors and assigns), with **Quitclaim Covenants**, all its right, title and interest in and to the following premises ("Premises"):

A certain tract of land, with any improvements thereon or therein, situated adjacent to Green Street in the City of Portsmouth, County of Rockingham, State of New Hampshire, being shown as Item 9 on that certain easement plan entitled "License, Easement & Land Transfer Plan of Tax Map 123, Lot 15 & Tax Map 124, Lots 10 & 11" dated [August], 2017 by Tighe & Bond and recorded in the Rockingham County Registry of Deeds as Plan # _____ attached hereto as Exhibit A ("Easement Plan").

Governing Law. This Deed shall be construed and governed in accordance with the laws of the State of New Hampshire.

This conveyance is Exempt from Transfer Tax pursuant to NH RSA 78-B:2(I).

The premises hereby conveyed are not the homestead property of Grantor.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 2017.

VAUGHAN STREET HOTEL LLC

By: _____
Name
Its: Manager
Duly Authorized

CITY OF PORTSMOUTH

By: _____
Name
Its: _____
Duly Authorized

THE STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

This Deed was acknowledged before me on this ____ day of _____, 2017
by _____ the Manager of Vaughan Street Hotel LLC,
a New Hampshire limited liability company, on behalf of the limited liability company.
Before me,

Justice of the Peace/Notary Public
My commission expires:
Name: _____
[print]

THE STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

This Deed was acknowledged before me on this ___ day of _____, 2017
by _____ the _____ of the City of
Portsmouth, New Hampshire, on behalf of the City of Portsmouth.
Before me,

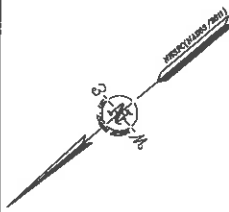
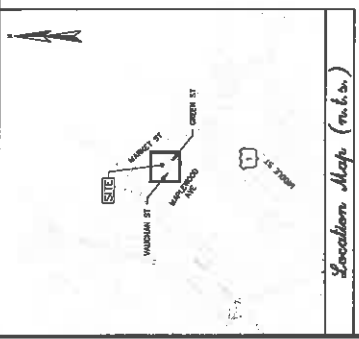
Justice of the Peace/Notary Public

My commission expires:

Name: _____
[print]

Exhibit A

Easement Plan



LINE BEARING	DISTANCE
L1 S81°40'17"E 24.90'	
L2 S72°52'47"W 10.00'	
L3 S18°45'17"E 23.87'	
L4 S71°07'09"W 10.00'	
L5 S44°06'07"E 23.88'	
L6 S44°57'37"E 18.29'	
L7 S05°28'24"E 13.27'	
L8 S44°06'07"E 23.79'	
L9 S44°57'37"E 18.05'	
L10 S05°28'24"E 13.27'	
L11 S18°45'17"E 23.87'	
L12 S72°52'47"W 10.00'	
L13 S81°40'17"E 24.90'	
L14 S05°28'24"E 13.27'	
L15 S44°06'07"E 23.79'	
L16 S44°57'37"E 18.05'	
L17 S18°45'17"E 23.87'	
L18 S72°52'47"W 10.00'	
L19 S81°40'17"E 24.90'	
L20 S44°57'37"E 18.05'	

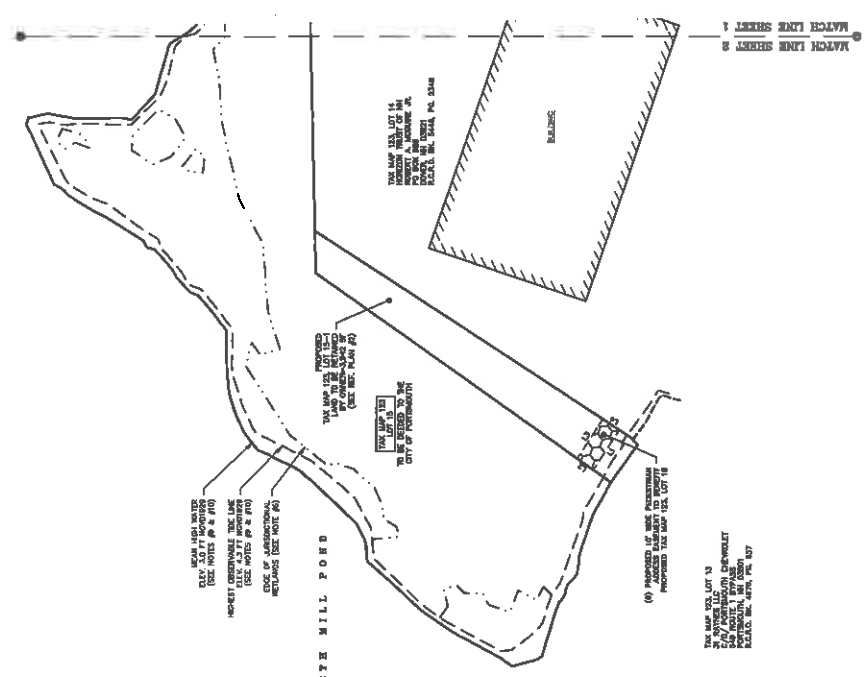
LINE BEARING	DISTANCE
L21 S44°57'37"E 18.05'	
L22 S18°45'17"E 23.87'	
L23 S72°52'47"W 10.00'	
L24 S81°40'17"E 24.90'	
L25 S44°06'07"E 23.79'	
L26 S44°57'37"E 18.05'	
L27 S05°28'24"E 13.27'	
L28 S44°06'07"E 23.79'	
L29 S44°57'37"E 18.05'	
L30 S05°28'24"E 13.27'	
L31 S18°45'17"E 23.87'	
L32 S72°52'47"W 10.00'	
L33 S81°40'17"E 24.90'	
L34 S05°28'24"E 13.27'	
L35 S44°06'07"E 23.79'	
L36 S44°57'37"E 18.05'	
L37 S18°45'17"E 23.87'	
L38 S72°52'47"W 10.00'	
L39 S81°40'17"E 24.90'	
L40 S44°57'37"E 18.05'	

LINE BEARING	DISTANCE
L41 S44°57'37"E 18.05'	
L42 S18°45'17"E 23.87'	
L43 S72°52'47"W 10.00'	
L44 S81°40'17"E 24.90'	
L45 S44°06'07"E 23.79'	
L46 S44°57'37"E 18.05'	
L47 S05°28'24"E 13.27'	
L48 S44°06'07"E 23.79'	
L49 S44°57'37"E 18.05'	
L50 S05°28'24"E 13.27'	
L51 S18°45'17"E 23.87'	
L52 S72°52'47"W 10.00'	
L53 S81°40'17"E 24.90'	
L54 S05°28'24"E 13.27'	
L55 S44°06'07"E 23.79'	
L56 S44°57'37"E 18.05'	
L57 S18°45'17"E 23.87'	
L58 S72°52'47"W 10.00'	
L59 S81°40'17"E 24.90'	
L60 S44°57'37"E 18.05'	

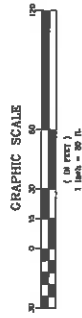
CHORD BEARING	CHORD LENGTH
C1 N23°02'17"E 4.27'	
C2 S23°02'17"E 4.27'	
C3 S23°02'17"E 4.27'	
C4 S23°02'17"E 4.27'	
C5 S23°02'17"E 4.27'	

CHORD BEARING	CHORD LENGTH
C6 N23°02'17"E 4.27'	
C7 S23°02'17"E 4.27'	
C8 S23°02'17"E 4.27'	
C9 S23°02'17"E 4.27'	
C10 S23°02'17"E 4.27'	

CHORD BEARING	CHORD LENGTH
C11 N23°02'17"E 4.27'	
C12 S23°02'17"E 4.27'	
C13 S23°02'17"E 4.27'	
C14 S23°02'17"E 4.27'	
C15 S23°02'17"E 4.27'	



THESE LINES ARE NOT TO BE CONSIDERED AS A BASIS FOR ANY CLAIM OR INTEREST IN THE LAND UNLESS THEY ARE SHOWN TO BE CORRECT BY A SURVEY OF RECORD.



LICENSE, EASEMENT & LAND TRANSFER PLAN

OF TAX MAP 123, LOT 15 & TAX MAP 124, LOTS 10 & 11 VAUGHAN STREET & GREEN STREET PORTSMOUTH, NEW HAMPSHIRE

ORDER NO. 123456
 DATE: AUGUST 2017
 SHEET NO. 1 OF 2
 SCALE: AS SHOWN
 DRAWN BY: J. SMITH
 CHECKED BY: M. JONES
 APPROVED BY: D. BROWN

NO.	DATE	DESCRIPTION

I, JAMES EARLETT, LICENSED SURVEYOR, STATE OF NEW HAMPSHIRE, DO HEREBY CERTIFY THAT THIS PLAN IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY AND THE INFORMATION THEREON, AND THAT THE SAME WAS MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT OF 1980, AS AMENDED.

I, JAMES EARLETT, LICENSED SURVEYOR, STATE OF NEW HAMPSHIRE, DO HEREBY CERTIFY THAT THIS PLAN IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY AND THE INFORMATION THEREON, AND THAT THE SAME WAS MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT OF 1980, AS AMENDED.

Return to:
Stebbins, Lazos & Van Der Beken, PA
889 Elm St, 6th Floor
Manchester, NH 03101

**EASEMENT AGREEMENT
TAX MAP 124 LOT 10
(Canopy)**

CITY OF PORTSMOUTH, a municipal corporation with a principal place of business at 1 Junkins Avenue, Portsmouth, County of Rockingham, State of New Hampshire, 03801 (hereinafter referred to as the "GRANTOR"), for consideration paid, grants to **VAUGHAN STREET HOTEL LLC**, a New Hampshire limited liability company, having an address of 1359 Hooksett Road, Hooksett, New Hampshire 03106 (hereinafter referred to as the "GRANTEE", which shall, unless the context clearly indicates otherwise, include the Grantee's successors and assigns), with **Quitclaim Covenants**, all its right, title and interest, and hereby enters into this Easement Agreement on behalf of itself and its successors and assigns.

This Easement Agreement is for the purpose of allowing the GRANTEE, its successors and assigns, to construct, install and maintain a certain canopy, in the GRANTOR's airspace, all appurtenant to a certain parcel of land located at 225 and 299 Vaughan Street in Portsmouth, County of Rockingham and State of New Hampshire, being shown on the City of Portsmouth's Assessor's Map as Tax Map 124 Lot 10 and shown on the plan entitled "License, Easement & Land Transfer Plan of Tax Map 123, Lot 15 & Tax Map 124, Lots 10 & 11" dated [August], 2017, by Tighe & Bond and recorded in the Rockingham County Registry of Deeds as Plan # _____ attached hereto as Exhibit A (the "Easement Plan") (hereinafter the "Subject Property"). As a material condition hereof, the canopy overhang provided for in this Agreement shall be constructed no lower than ten (10) feet above the finished grade under it and in accordance with approvals issued or to be issued to the GRANTEE by the GRANTOR's Historic District Commission and Planning Board. GRANTEE acquired the Subject Property by two (2) deeds recorded in the Rockingham County Registry of Deeds at Book _____, Page _____, and Book _____, Page _____.

The terms and conditions of the Easement Agreement are as follows:

1. The GRANTOR grants to GRANTEE its successors and assigns the below described Easement in connection with the Subject Property, which area is shown on the Easement Plan attached hereto as Easement Area 7. The below described Easement is appurtenant to the Subject Property:

EASEMENT AREA 7 on the Easement Plan.

An Easement for the purpose of constructing, maintaining, repairing and replacing a canopy overhang extending into the public air space, all appurtenant to the GRANTEE's proposed building, said Easement Area # 7 being described on the Easement Plan as "Canopy Easement in the City of Portsmouth Right of Way to Benefit Map 124, Lot 10".

2. GRANTEE agrees that all of its construction activities performed pursuant to this Easement Agreement shall be in strict conformance to terms, conditions and specifications approved by the Director of Public Works of the City of Portsmouth in writing prior to the initiation of any construction or renovation of the Subject Property.

3. GRANTEE agrees to maintain the area granted by this Easement Agreement in a clean, safe and sound fashion at all times; take any actions necessary to protect the public safety; and to conduct any maintenance or repairs deemed at any time to be reasonable or necessary by the Public Works Director of the GRANTOR.

4. GRANTEE agrees to indemnify, defend and hold harmless the GRANTOR and its officials, agents and employees from any and all claims for personal injury or property damage arising in any way out of the existence or use of GRANTEE's rights under this Easement and License Agreement.

5. The Easement created by this Agreement shall cease to exist in the event that the building shown on GRANTEE's Site Plan Approval for the Subject Property, dated June 15, 2017, shall cease to exist and is not reconstructed.

6. All terms and conditions of this Agreement are binding on the parties to this Agreement and to their successors and assigns of every kind however created.

IN WITNESS WHEREOF this _____ day of _____, 2017.

(The remainder of this page has been intentionally left blank; signature page to follow.)

VAUGHAN STREET HOTEL LLC

By: _____
Name
Its: Manager
Duly Authorized

CITY OF PORTSMOUTH

By: _____
Name
Its: _____
Duly Authorized

**THE STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM**

This Deed was acknowledged before me on this ____ day of _____, 2017
by _____ the Manager of Vaughan Street Hotel LLC,
a New Hampshire limited liability company, on behalf of the limited liability company.
Before me,

Justice of the Peace/Notary Public
My commission expires:
Name: _____
[print]

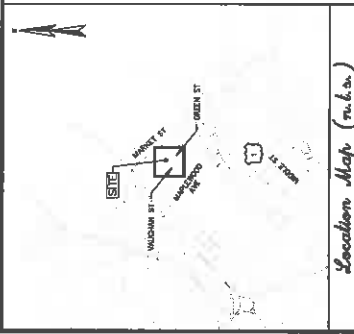
**THE STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM**

This Deed was acknowledged before me on this ____ day of _____, 2017
by _____ the _____ of the City of
Portsmouth, New Hampshire, on behalf of the City of Portsmouth.
Before me,

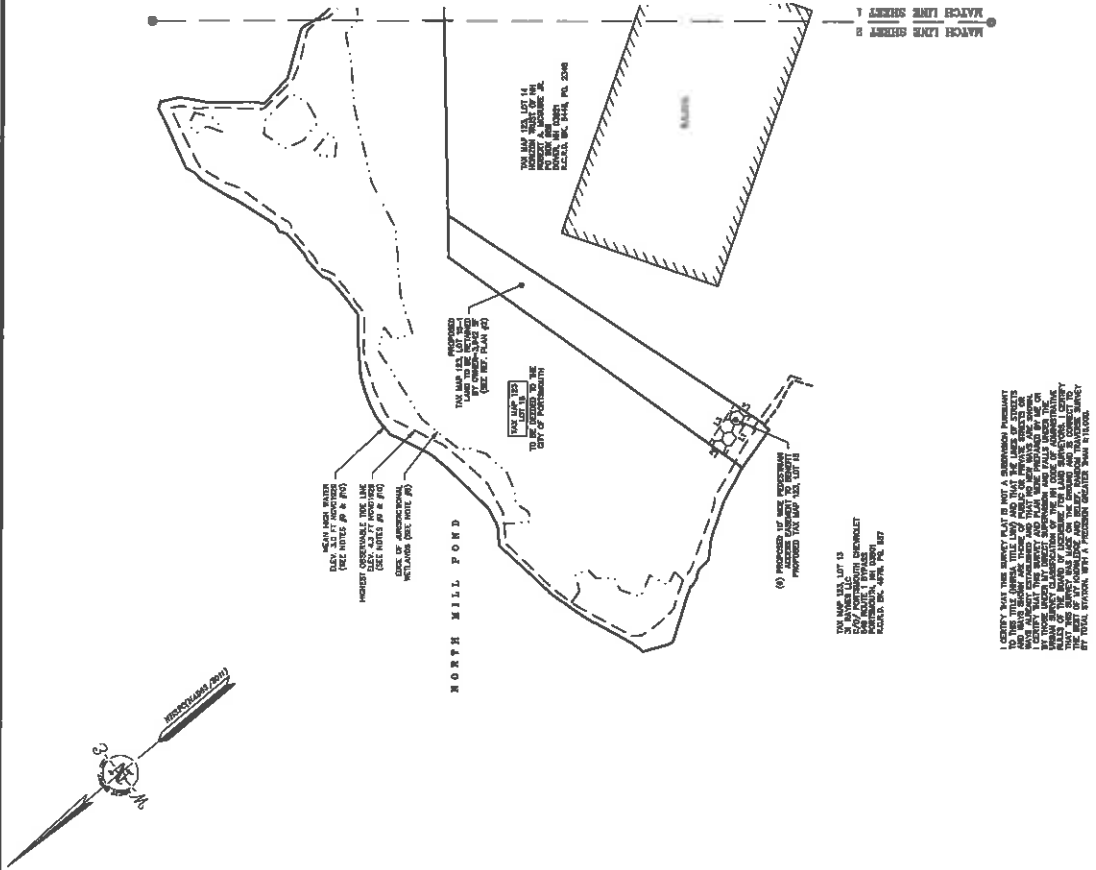
Justice of the Peace/Notary Public
My commission expires:
Name: _____
[print]

My Commission Expires:

Exhibit A
Easement Plan



Location Map (m.b.n.)



PANEL LINE TABLE		
LINE NUMBER	LENGTH	DISTANCE
L1	5750.81' x 7.00'	24.50'
L2	5750.81' x 7.00'	24.50'
L3	5750.81' x 7.00'	24.50'
L4	5750.81' x 7.00'	24.50'
L5	5750.81' x 7.00'	24.50'
L6	5750.81' x 7.00'	24.50'
L7	5750.81' x 7.00'	24.50'
L8	5750.81' x 7.00'	24.50'
L9	5750.81' x 7.00'	24.50'
L10	5750.81' x 7.00'	24.50'
L11	5750.81' x 7.00'	24.50'
L12	5750.81' x 7.00'	24.50'
L13	5750.81' x 7.00'	24.50'
L14	5750.81' x 7.00'	24.50'
L15	5750.81' x 7.00'	24.50'
L16	5750.81' x 7.00'	24.50'
L17	5750.81' x 7.00'	24.50'
L18	5750.81' x 7.00'	24.50'
L19	5750.81' x 7.00'	24.50'
L20	5750.81' x 7.00'	24.50'
L21	5750.81' x 7.00'	24.50'
L22	5750.81' x 7.00'	24.50'
L23	5750.81' x 7.00'	24.50'
L24	5750.81' x 7.00'	24.50'
L25	5750.81' x 7.00'	24.50'
L26	5750.81' x 7.00'	24.50'
L27	5750.81' x 7.00'	24.50'
L28	5750.81' x 7.00'	24.50'
L29	5750.81' x 7.00'	24.50'
L30	5750.81' x 7.00'	24.50'
L31	5750.81' x 7.00'	24.50'
L32	5750.81' x 7.00'	24.50'
L33	5750.81' x 7.00'	24.50'
L34	5750.81' x 7.00'	24.50'
L35	5750.81' x 7.00'	24.50'
L36	5750.81' x 7.00'	24.50'
L37	5750.81' x 7.00'	24.50'
L38	5750.81' x 7.00'	24.50'
L39	5750.81' x 7.00'	24.50'
L40	5750.81' x 7.00'	24.50'

PANEL LINE TABLE		
LINE NUMBER	LENGTH	DISTANCE
L41	5750.81' x 7.00'	24.50'
L42	5750.81' x 7.00'	24.50'
L43	5750.81' x 7.00'	24.50'
L44	5750.81' x 7.00'	24.50'
L45	5750.81' x 7.00'	24.50'
L46	5750.81' x 7.00'	24.50'
L47	5750.81' x 7.00'	24.50'
L48	5750.81' x 7.00'	24.50'
L49	5750.81' x 7.00'	24.50'
L50	5750.81' x 7.00'	24.50'
L51	5750.81' x 7.00'	24.50'
L52	5750.81' x 7.00'	24.50'
L53	5750.81' x 7.00'	24.50'
L54	5750.81' x 7.00'	24.50'
L55	5750.81' x 7.00'	24.50'
L56	5750.81' x 7.00'	24.50'
L57	5750.81' x 7.00'	24.50'
L58	5750.81' x 7.00'	24.50'
L59	5750.81' x 7.00'	24.50'
L60	5750.81' x 7.00'	24.50'

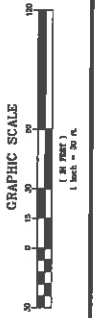
PANEL LINE TABLE		
LINE NUMBER	LENGTH	DISTANCE
L61	5750.81' x 7.00'	24.50'
L62	5750.81' x 7.00'	24.50'
L63	5750.81' x 7.00'	24.50'
L64	5750.81' x 7.00'	24.50'
L65	5750.81' x 7.00'	24.50'
L66	5750.81' x 7.00'	24.50'
L67	5750.81' x 7.00'	24.50'
L68	5750.81' x 7.00'	24.50'
L69	5750.81' x 7.00'	24.50'
L70	5750.81' x 7.00'	24.50'
L71	5750.81' x 7.00'	24.50'
L72	5750.81' x 7.00'	24.50'
L73	5750.81' x 7.00'	24.50'
L74	5750.81' x 7.00'	24.50'
L75	5750.81' x 7.00'	24.50'
L76	5750.81' x 7.00'	24.50'
L77	5750.81' x 7.00'	24.50'
L78	5750.81' x 7.00'	24.50'
L79	5750.81' x 7.00'	24.50'
L80	5750.81' x 7.00'	24.50'

LEGEND	PROPERTY LINE
---	PROPOSED PROPERTY LINE
---	EXISTING PROPERTY LINE
---	PROPOSED EASEMENT LINE
---	EXISTING EASEMENT LINE
---	PROPOSED CURB LINE
---	EXISTING CURB LINE
---	PROPOSED DRIVEWAY
---	EXISTING DRIVEWAY
---	PROPOSED SIDEWALK
---	EXISTING SIDEWALK
---	PROPOSED WALKWAY
---	EXISTING WALKWAY
---	PROPOSED BIKEWAY
---	EXISTING BIKEWAY
---	PROPOSED UTILITY LINE
---	EXISTING UTILITY LINE
---	PROPOSED FENCE
---	EXISTING FENCE
---	PROPOSED GROUND COVER
---	EXISTING GROUND COVER
---	PROPOSED WATER
---	EXISTING WATER
---	PROPOSED WETLAND
---	EXISTING WETLAND
---	PROPOSED OPEN SPACE
---	EXISTING OPEN SPACE

PROPERTY LINE
PROPOSED PROPERTY LINE
EXISTING PROPERTY LINE
PROPOSED EASEMENT LINE
EXISTING EASEMENT LINE
PROPOSED CURB LINE
EXISTING CURB LINE
PROPOSED DRIVEWAY
EXISTING DRIVEWAY
PROPOSED SIDEWALK
EXISTING SIDEWALK
PROPOSED WALKWAY
EXISTING WALKWAY
PROPOSED BIKEWAY
EXISTING BIKEWAY
PROPOSED UTILITY LINE
EXISTING UTILITY LINE
PROPOSED FENCE
EXISTING FENCE
PROPOSED GROUND COVER
EXISTING GROUND COVER
PROPOSED WATER
EXISTING WATER
PROPOSED WETLAND
EXISTING WETLAND
PROPOSED OPEN SPACE
EXISTING OPEN SPACE

**LICENSE, EASEMENT
& LAND TRANSFER PLAN**
OF
**TAX MAP 123, LOT 15 &
TAX MAP 124, LOTS 10 & 11**
VAUGHAN STREET & GREEN STREET
PORTSMOUTH, NEW HAMPSHIRE

DATE: AUGUST 2012
DRAWN BY: [Name]
CHECKED BY: [Name]
SCALE: AS SHOWN



DATE: _____
SCALE: 1 inch = 30 ft.

NO.	DATE	DESCRIPTION

THIS PLAN WAS PREPARED BY THE ENGINEER AND ARCHITECT AS SHOWN ON THE TITLE SHEET. THE ENGINEER AND ARCHITECT ARE NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION SHOWN ON THIS PLAN OR FOR THE RESULTS OF ANY INVESTIGATION CONDUCTED BY ANY PARTY. THE ENGINEER AND ARCHITECT SHALL BE RESPONSIBLE ONLY FOR THE DESIGN AND CONSTRUCTION OF THE WORK SHOWN ON THIS PLAN.

THIS MAP IS A PORTION OF THE MAP FOR THE NORTH MILL POND... THE MAP IS NOT TO BE USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF THE ENGINEER AND ARCHITECT.

THE MAP IS A PORTION OF THE MAP FOR THE NORTH MILL POND... THE MAP IS NOT TO BE USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF THE ENGINEER AND ARCHITECT.

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Return to:
Office of City Attorney
City of Portsmouth
1 Junkins Avenue
Portsmouth, NH 03801

**SIDEWALK EASEMENT DEED
(along Green and Vaughan Streets)**

VAUGHAN STREET HOTEL LLC, a New Hampshire limited liability company, having an address of 1359 Hooksett Road, Hooksett, New Hampshire 03106 (hereinafter referred to as the "**Grantor**"), for consideration paid, grants to the **CITY OF PORTSMOUTH**, a municipal corporation, with a principal place of business at 1 Junkins Avenue, Portsmouth, New Hampshire 03801 (hereinafter the "**Grantee**"), **with QUITCLAIM COVENANTS**, the following two (2) sidewalk easements over Grantor's real property known as 299 Vaughan Street, Portsmouth, New Hampshire (Tax Map 124, Lot 10), situate on the northwesterly side of Green Street and the easterly side of Vaughan Street ("**Grantor Property**"), as herein provided:

1. **Permanent Easement Areas**. Two (2) permanent easements for the purpose of maintaining, repairing, and replacing a public sidewalk over the area ("**Permanent Easement Areas**") on the land of Grantor, as shown as Items 5 & 5A on a plan entitled "License, Easement & Land Transfer Plan of Tax Map 123, Lot 15 & Tax Map 124, Lots 10 & 11", dated [August], 2017, by Tighe & Bond and recorded in the Rockingham County Registry of Deeds as Plan # _____ (the "**Plan**") attached hereto as Exhibit A.
2. **Purpose and Rights**. The Grantee shall have a permanent easement and right of way in, under, across, and over the Permanent Easement Areas for the purpose of constructing, maintaining, repairing, and replacing a public sidewalk. Grantor shall not substantially change the grade or slope of the Permanent Easement Areas. The Grantee shall have the right to remove trees, bushes, undergrowth, and other obstructions interfering with the activities authorized herein and to take such other action as may be necessary, useful, or convenient for the enjoyment of the easement rights herein granted.

3. **Personal Property.** It is agreed that any facilities installed by the Grantee within the Permanent Easement Areas, whether fixed to the realty or not shall be and remain the property of Grantee.

4. **Easement to Run with the Land.** All rights, privileges, obligations, and liabilities created by this Sidewalk Easement Deed shall inure to the benefit of and be binding upon the heirs, devisees, administrators, executors, successors, and assignees of the Grantee and of the Grantor, the parties hereto, and all subsequent owners of the Grantor Property, and shall run with the land. Notwithstanding the foregoing, the Grantee shall not have the right to convey or assign its rights hereunder to any person, other than a body politic or related governmental authority.

MEANING AND INTENDING to convey an easement over a portion of the Grantor Property conveyed to Grantor by Deeds of _____ and _____ recorded in the Rockingham County Registry of Deeds at Book _____, Page _____ and Book _____, Page _____, respectively.

THIS IS AN EXEMPT TRANSFER pursuant to NH RSA 78-B:2(I).

Executed this ____ day of _____ 2017.

GRANTOR:

VAUGHAN STREET HOTEL LLC

By: _____

Name

Its: Manager

Duly Authorized

THE STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

This Deed was acknowledged before me on this ____ day of _____, 2017
by _____ the Manager of Vaughan Street Hotel LLC,
a New Hampshire limited liability company, on behalf of the limited liability company.
Before me,

Justice of the Peace/Notary Public

My commission expires:

Name: _____

[print]

Exhibit A

Easement Plan

- 1. REFERENCE: TAX MAP 124, LOT 10 & 11
LOT 10-47-203 30.45 AC 130 AC (CALCULATED TO BEAN HIGH WATER)
LOT 11-47-203 26.47 AC 120 AC
- 2. TOTAL PARCEL AREA: TAX MAP 124, LOT 10
300 VANDERHARF STREET, LLC
1000 ASSETT ROAD
PORTSMOUTH, NH 03801
REC'D: 2008 MAR 24, PLAN 124
- 3. OWNER OF RECORD: TAX MAP 124, LOT 11
300 VANDERHARF STREET, LLC
1000 ASSETT ROAD
PORTSMOUTH, NH 03801
REC'D: 2008 MAR 24, PLAN 124
- 4. THIS PLAN (LOT 15) AND LOTS 10 & 11
DEVELOPER: OCEANALTIMER
DESIGNER: OCEANALTIMER

THE CITY OF PORTSMOUTH ZONING MAP 124/125 IS AVAILABLE AS AVAILABLE ON THE CITY WEBSITE
THE CITY ENGINEER IS RESPONSIBLE FOR THE QUALITY OF THE INFORMATION AND DATA PROVIDED ON THIS PLAN
THE CITY ENGINEER IS NOT RESPONSIBLE FOR THE QUALITY OF THE INFORMATION AND DATA PROVIDED ON THIS PLAN
THE CITY ENGINEER IS NOT RESPONSIBLE FOR THE QUALITY OF THE INFORMATION AND DATA PROVIDED ON THIS PLAN

- 1. THE CITY ENGINEER HAS REVIEWED THE INFORMATION AND DATA PROVIDED ON THIS PLAN AND HAS FOUND IT TO BE ACCURATE AND COMPLETE
2. THE CITY ENGINEER HAS REVIEWED THE INFORMATION AND DATA PROVIDED ON THIS PLAN AND HAS FOUND IT TO BE ACCURATE AND COMPLETE
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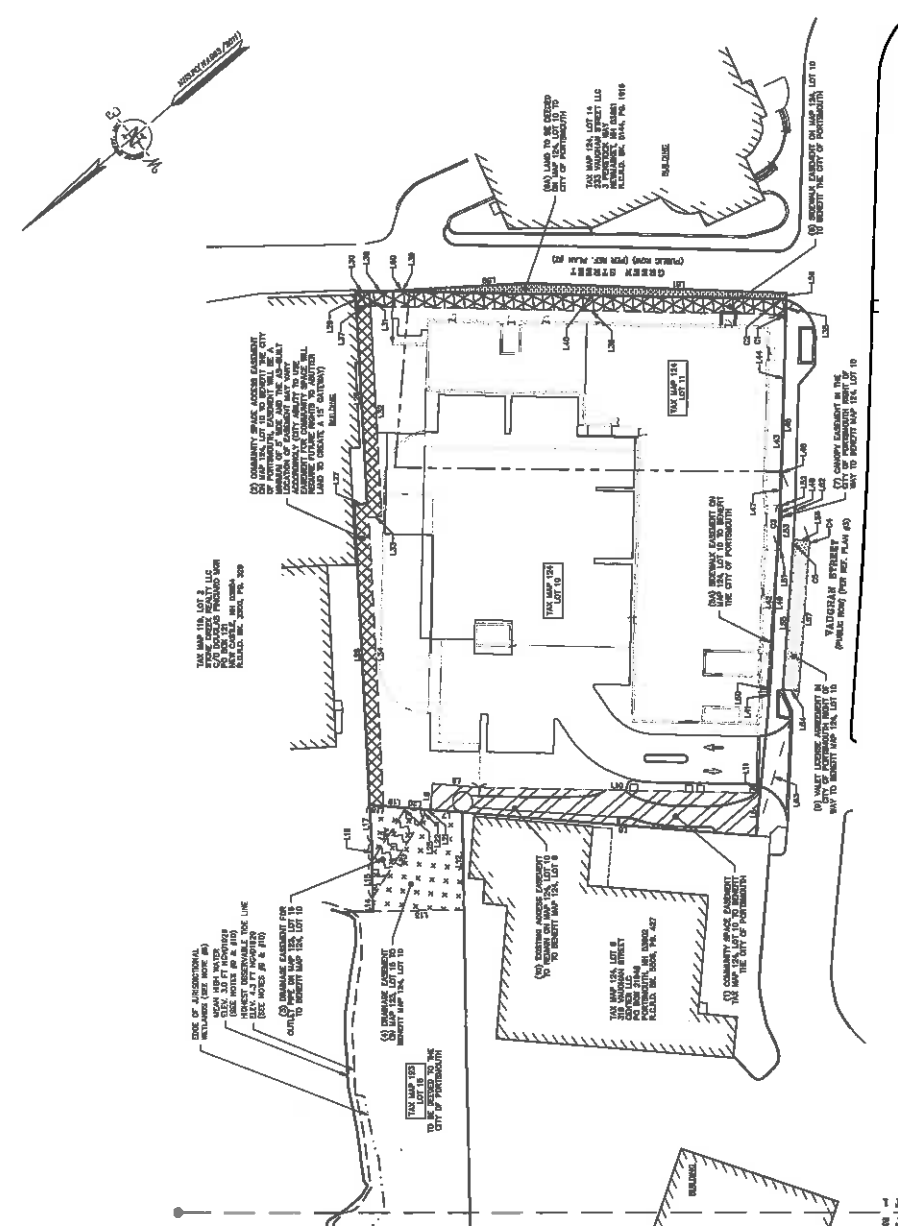
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PLAN No.	DATE	BY	REVISION
1	08/01/2017	M.C.C.	PREPARED FOR SUBMITTAL
2	08/01/2017	M.C.C.	REVISIONS MADE
3	08/01/2017	M.C.C.	REVISIONS MADE
4	08/01/2017	M.C.C.	REVISIONS MADE
5	08/01/2017	M.C.C.	REVISIONS MADE

DATE: AUGUST 2017
SCALE: AS SHOWN
DRAWN BY: M.C.C.
CHECKED BY: M.C.C.
PROJECT NO.: 4-18-20



DOUCET SURVEYING
1100 S. STATE ST. SUITE 200
PORTSMOUTH, NH 03801
TEL: 603.883.8888
WWW.DOUCETSURVEYING.COM



1. COMMUNITY SPACE EASEMENT...
2. EASEMENT FOR FUTURE COMMUNITY SPACE...
3. COMMUNITY SPACE EASEMENT...
4. COMMUNITY SPACE EASEMENT...
5. COMMUNITY SPACE EASEMENT...

NO.	DATE	BY	REVISION
1	08/01/2017	M.C.C.	PREPARED FOR SUBMITTAL
2	08/01/2017	M.C.C.	REVISIONS MADE
3	08/01/2017	M.C.C.	REVISIONS MADE
4	08/01/2017	M.C.C.	REVISIONS MADE
5	08/01/2017	M.C.C.	REVISIONS MADE

GRAPHIC SCALE
1 inch = 50 feet

MATCH LINE SHEET 1
MATCH LINE SHEET 2

DATE: AUGUST 2017
SCALE: AS SHOWN
DRAWN BY: M.C.C.
CHECKED BY: M.C.C.
PROJECT NO.: 4-18-20

THE CITY ENGINEER HAS REVIEWED THE INFORMATION AND DATA PROVIDED ON THIS PLAN AND HAS FOUND IT TO BE ACCURATE AND COMPLETE
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VALET LICENSE AGREEMENT
299 VAUGHAN STREET

DRAFT 3

9/11/17

The City of Portsmouth (hereinafter "City"), a municipal corporation with a principal place of business of 1 Junkins Avenue, Portsmouth, New Hampshire 03801, for good and valuable consideration as set forth herein, hereby grants this Valet License Agreement to Vaughan Street Hotel LLC, a New Hampshire limited liability company, having an address of 1359 Hooksett Road, Hooksett, NH 03106 (hereinafter "Licensee") a license for the valet parking of automobiles under the following terms and conditions:

1. **Area of License:** The area addressed by this License is [described by metes and bounds as well as reference to appropriate plan]
2. **Term:** The term of this license is indefinite and is irrevocable except for as described herein. It commences upon the completed execution of this agreement and the issuance of a Certificate of Occupancy by the City for the construction of a hotel at 299 Vaughan Street and it continues until either:
 - A. The property located at 299 Vaughan Street owned at the date of this execution by Vaughan Street Hotel LLC ceases to be used as a commercial hotel.
 - B. The Licensee breaches this agreement.
3. **Scope of License:** Licensee may use the licensed area for the purpose of parking valet service activities related to the operation of a hotel on the property located at 299 Vaughan Street and for no other purpose. Such valet parking activities shall be authorized:
 - A. On a twenty-four (24) hours a day seven (7) days a week basis, unless the City requires the use of the licensed area on a temporary basis for a paramount municipal need such as construction related activities. The City will endeavor to provide the Licensee with three (3) days notice of any such activities.
 - B. Only in compliance with all laws, rules and regulations of the City of Portsmouth and the State of New Hampshire.

C. For parallel parking of vehicles only.

4. **Indemnification:** Licensee agrees to indemnify and hold harmless the City of Portsmouth for any and all property damage, bodily injury or personal injury which arises as a result of its use of the Licensed Area. This obligation survives termination or revocation of this Agreement.
5. **Insurance:** At all times during the use and exercise of this license, Licensee agrees to maintain comprehensive general liability insurance covering its operation under this license in a commercially reasonable amount as determined by the City Manager of the City. Such insurance shall name the City of Portsmouth as an additional insured and a certificate evidencing the same shall be kept on file in the Office of the City Attorney of the City of Portsmouth.
6. **Maintenance of Area:** During the course of this Agreement, Licensee will maintain the Licensed Area in neat and orderly fashion at all times. The Licensee shall secure the Licensed Area for its use and take such other measures as may be necessary to maintain pedestrian and vehicular safety during use of the Licensed Areas.
7. **Revocation:** The City may revoke the valet parking rights granted by this license in the event that the Licensee breaches the terms of the license and fails to cure breach on thirty (30) days written notice provided by the City to the then current owner of the property located at 299 Vaughan Street to which this license is addressed.
8. **Assignment:** This license is not assignable except that it may be assigned by the Licensee to any successor in ownership of the hotel to be located at 299 Vaughan Street.

Dated this _____ day of _____, 2017

City of Portsmouth

By: _____
Nancy Colbert Puff
Deputy City Manager

Pursuant to vote of the City Council
of _____, 2017

Dated this _____ day of _____, 2017

Vaughan Street Hotel LLC

By: _____
Print Name: _____
Its duly authorized Manager

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

On this _____ day of _____, 2017, before me, _____, the undersigned officer, personally appeared **Nancy Colbert Puff**, who acknowledged herself to be the **Deputy City Manager**, of the **City of Portsmouth**, a corporation, and that she, as such **Deputy City Manager**, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself as **Deputy City Manager**.

In witness whereof I hereunto set my hand and official seal.

Justice of the Peace /Notary Public
My commission expires: _____

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 2017, before me, _____, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____, of _____, a limited liability corporation, and that he/she, as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as _____.

In witness whereof I hereunto set my hand and official seal.

Justice of the Peace /Notary Public
My commission expires: _____

WHEREAS, It is in the interest of public health to eliminate the use of synthetic toxic pesticides on City owned land, ponds, and waterways; to encourage the reduction and elimination when possible of the use of synthetic toxic pesticides on private property through public outreach and education; and to introduce and promote natural, organic management practices to prevent, and when necessary, control weed problems on City owned land.

NOW, THEREFORE, BE IT RESOLVED, In accordance with the City Council adopted Eco-Municipality status and following the City Council adopted Natural Step Process, City Staff shall immediately eliminate use of synthetic toxic pesticides in public places. In addition, City Staff will consult with the City's Conservation Commission to prepare an outreach program outlining viable alternatives to synthetic toxic pesticides for the general public's use. Staff shall also prepare an organic weed control program and implementation budget for City Council consideration as part of its Fiscal Year 2019 budget.

Run: 9/14/17
8:49AM

Event Listing by Date

Page: 1

Starting Date: 9/ 5/2017

Ending Date: 12/31/2017

Start End	Type Description	Location	Requestor	Vote Date
9/13/2017 9/14/2017	WALK Diana Nyad is the contact for this event.	Route 1A to Four Tree Island	EverWalk	9/ 5/2017
9/15/2017 9/17/2017	FILM EXPO Chris Curtis is the contact for this event. This is the Telluride by the Sea Film Festival. Dated: September 15-17, 2017	Closure of Chestnut Street	Music Hall	6/19/2017
9/16/2017 9/16/2017	RACE Holly Tennent and Melissa Mikulski are the contacts for this event. mmikulski@bottomline.com 501-5335 htennent@bottomline.com 501-6653 This event begins at 9:00 a.m.	Pease Tradeport	Bottomline Technologies	6/19/2017
9/16/2017 9/16/2017	WALK Ken La Valley, Chair is the contact for this event. This evening begins at 10:00 a.m. to Noon at Little Harbour School. Registration begins at 8:30 a.m.	Little Harbour School	American Foundation for Suicid	3/ 6/2017
9/17/2017 9/17/2017	RACE Jennie Halstead, Executive Director if the contact. This race begins at 7:30 a.m. with registration Start of the race: 9:00 a.m.	Portsmouth Middle School	My Brest Cancer Support	12/ 5/2016
9/23/2017 9/24/2017	FESTIVAL Contact: Bruce MacIntyre This is a two day event - Saturday events starting at 10:00 a.m. and ending at 10:00 p.m. Sunday events starting at 1:00 p.m. and ending at 5:00 p.m.	Congress Street, Market Square	Portsmouth Maritime Folk Festi	2/ 6/2017
9/23/2017 9/24/2017	FUND Caroline Amport Piper is the contact person for this event. This event is the Fairy House Tours that runs on Saturday, September 23rd and September 24, 2017. 11:00 a.m. to 3:00 p.m.	South End	Friends of the South End	4/ 3/2017
9/23/2017 9/24/2017	RIDE	Along Route 1A	Granite State Wheelmen, Inc.	11/21/2016
9/24/2017 9/24/2017	WALK Kelly Bosco is the contact for this event. Tel. (603) 606-6590 ext. 2151 kbosco@alz.org	Little Harbour School	Alzheimer's Association	1/23/2017
10/13/2017 10/15/2017	FILM EXPO Amber Day is the contact for this event. (603) 534-0905	Chestnut Street	New Hampshire Film Festival	6/ 5/2017
10/14/2017 10/14/2017	FESTIVAL Amber Day is the contact for this event.	Vaughn Mall	NH Film Festival	9/ 5/2017
10/31/2017 10/31/2017	PARADE Abigail Wiggin is the contact for this event.	Starting at Peirce Island - thru downtown - Ending	Portsmouth Halloween Committee	6/ 5/2017

Run: 9/14/17
8:49AM

Event Listing by Date

Page: 2

Starting Date: 9/ 5/2017

Ending Date: 12/31/2017

Start End	Type Description	Location	Requestor	Vote Date
11/12/2017 11/12/2017	RACE Jay Diener is the contact for this event. This event begins at 8:30 a.m.	Portsmouth High School - Start and Finish	Seacoast Half Marathon	3/20/2017
12/ 2/2017 12/ 2/2017	PARADE Brinn Sullivan is the contact for this event. Tel. (603) 610-4433	800 Islington Street to Market Square	City of Portsmouth - Holiday P	/ /
12/10/2017 12/10/2017	RACE Thomas M. Bringle, Director of Development is the contact for this event. Tel. (603) 724-6080 or tbringle@arthritis.org	Little Harbour School	Arthritis Foundation	1/23/2017
12/31/2017 12/31/2017	CELEBRATIC Barbara Massar is the contact for this event.	Market Square	Pro Portsmouth - First Night	8/21/2017



CITY OF PORTSMOUTH
DEPARTMENT OF PUBLIC WORKS (DPW)
MEMORIAL BRIDGE LIGHTING POLICY

Effective Date: September 18, 2017

The City of Portsmouth lighting policy promotes events that celebrate the City, its civic institutions, City-recognized holidays, public events, and festivals.

The purpose in establishing a lighting policy for the Memorial Bridge is to provide a process that allows charities and nonprofit organizations to request the bridge be illuminated on a specific day and in a specific color.

1.0 Lighting Request Guidelines:

- 1.1 Requests from charities and nonprofit organizations may be submitted with proof of a 501(c)(3) identification certificate to validate nonprofit status. Requests from commercial entities seeking to promote a product or service will not be approved. Lighting to celebrate birthdays, personal anniversaries, or events that are private in nature are also excluded. The City retains the right to refuse any request.
- 1.2 The Department of Public Works administers the program.
- 1.3 A request must be submitted sixty (60) days in advance. Requests are considered on a first come / first serve basis and cannot conflict with the Annual Bridge Lighting Plan as detailed in **Section 4.0**.
- 1.4 Duration/Start Date: Lighting events are limited to a specific date. The Memorial Bridge will be illuminated 30 minutes after sunset and remain until 30 minutes before sunrise.
- 1.5 Color Selection: Primary colors display best. Pastel colors do not display as well because of the gray structure. A rainbow scheme is also available.

2.0 Lighting Request Process:

- 2.1 The applicant shall apply online through the City's permitting center at: <https://portsmouthnh.viewpointcloud.com>.

2.2 At time of request, the applicant shall provide the following information and documentation:

- Organization information:
 - Name
 - Primary contact person
 - Address
 - Phone number
 - Email
- 501(c)(3) identification certificate to validate nonprofit status
- Event information:
 - Date requested
 - Event being commemorated
 - Display color requested
 - Event flier or brochure *(if available)*

3.0 Lighting Request Approval:

3.1 The Director of Public Works reviews, denies and approves all requests. Organizations applying for a lighting request will be notified by email via the City's permitting software.

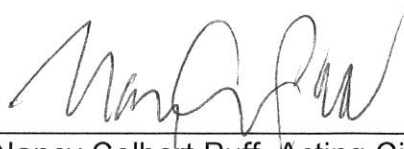
4.0 Annual Bridge Lighting Plan:

4.1 The following dates are permanently reserved by the City.

Lincoln's Birthday
Valentine's Day
Washington's Birthday
St Patrick's Day
Earth Day
Memorial Day
Flag Day (2 days)
Independence Day (3 days)
Halloween
Veterans Day
Hanukkah (9 days)
Christmas (9 days)
New Year's Midnight Show

For questions, please contact: **Department of Public Works** Office Phone: (603) 427-1530

Approved: 9/12/17



Nancy Colbert Puff, Acting City Manager



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

Sept. 1, 2017



The Honorable Jack Blalock, Mayor
City of Portsmouth
Municipal Complex
1 Junkins Avenue
Portsmouth, NH 03801

Dear Mayor Blalock:

Thank you for your July 31, 2017 letter requesting acceptance into the Department's Type II Highway Noise Abatement program and willingness to participate with 20 percent match of projects costs. From our previous meetings on the issue, we recognize the concerns about city neighborhoods that abut major highways and the City's support for highway noise mitigation measures. The Department has recently adopted a Type II highway noise policy to facilitate the consideration of independent noise mitigation projects. As part of the development of that policy we have identified a number of eligible locations around the State, including several neighborhood locations in Portsmouth abutting I-95. However, funding to support a program to further implement the policy has not been identified and a program is not currently funded.

It is encouraging that the City has taken a proactive role advocating these measures and endorses planning and development regulations that recognize and seek to minimize highway noise impacts. Before accepting the City of Portsmouth into the Type II noise abatement program, the Department would like to view the details of any noise compatible planning, zoning and development regulations which have been enacted to date. Please forward the details of these regulations to Jonathan Evans, the Department's Air & Noise Program Manager at your earliest convenience. Jon can be reached directly at (603)271-4048 or jonathan.evans@dot.nh.gov. Upon review of this information, the Department will be able to make a final determination regarding the City's eligibility to participate in the Type II program.

Noise mitigation and construction of sound walls in accordance with the Type II policy is one of the unfunded program needs that has been identified as part of the biennial update of the State's Ten Year Transportation Plan. The plan will be discussed at a number of Public Hearings this fall and through the legislature next winter. Whether there will be support for funding a noise mitigation program remains to be seen, but I encourage the City to make their concerns and support for a Type II program known through the Ten Year Plan Hearings.

Thank you again for your support of the Type II highway noise policy. If you have any questions, please don't hesitate to call or write.

Sincerely,

Victoria F. Sheehan
Commissioner

cc: The Honorable Russell Prescott, Executive Councilor, Dist. 3
W. Cass,
P Stamnas,
K. Nyhan



CITY OF PORTSMOUTH, N.H. BOARDS AND COMMISSIONS

APPOINTMENT APPLICATION

Instructions: Please print or type and complete all information
Please submit resume' along with this application



Committee: Economic Development Commission

Renewing applicant

Name: RONALD ZOLLA Telephone: 603 319-1825

Could you be contacted at work? YES NO - If so, telephone # 603 501 0172

Street address: 1 MICHAEL SUCCI DRIVE

Mailing address (if different): _____

Email address (for clerk's office communication): ZOLLARON@COMCAST.NET

How long have you been a resident of Portsmouth? 10 YEARS

Occupational background:

ENGINEERING, G.E. 9 YRS

LAW JO

MANAGEMENT CONSULTING 30 YEARS

REAL ESTATE DEVELOPING 10 YEARS

Would you be able to commit to attending all meetings? YES NO

Reasons for wishing to continue serving: E



Please list any organizations, groups, or other committees you are involved in:

Please list two character references not related to you or city staff members:
(Portsmouth references preferred) *ON FILE PAST APPLICATION*

1) _____
Name, address, telephone number

2) _____
Name, address, telephone number

BY SUBMITTING THIS APPLICATION YOU UNDERSTAND THAT:

1. This reappointment application is for consideration and does not mean you will necessarily be reappointed to this Board/Commission; and
2. The Mayor will review your application, may contact you, check your references, and determine any potential conflict of interests; and
3. This application may be forwarded to the City Council for consideration at the Mayor's discretion; and
4. If this application is forwarded to the City Council, they may consider the application and vote on it at the next scheduled meeting.
5. Application will be kept on file for one year from date of receipt.

Signature: *[Handwritten Signature]* Date: 9/7/17

CITY CLERK INFORMATION ONLY:

New Term Expiration Date: 10-1-2021

Annual Number of Meetings: 10 (2016) Number of Meetings Absent: Ø

Date of Original Appointment: 7-20-2009

Please submit application to: City Clerk's Office, 1 Junkins Avenue, Portsmouth, NH 03801

John Mayer
68 Cabot St.
Portsmouth, NH 03801
(603) 422-9551 (home)
jmayer.nh@gmail.com



By email and mail

September 3, 2017

Mayor Jack Blalock
Municipal Complex
1 Junkins Ave.
Portsmouth, NH 03801

Re: Stepping off the Historic District Commission

Dear Mayor Blalock,

I have decided to step off the Historic District Commission effective September 7. I have served as an alternate and then full commissioner for just over two and a half years. The commitment of time – including late night meetings, preparation for, and then processing afterwards – exceeds my capacity to give and perform in a positive and effective way. Most importantly, the physical and emotional fatigue from my service is affecting my work and other duties.

I have been proud and honored to serve the city. I have great respect for my fellow commissioners and will miss working with them. Please know, I remain committed to promoting the cause of historic preservation in Portsmouth and will find a way to use my time and energy to support those efforts.

Thank you for your understanding and for giving me the opportunity to serve on the HDC.

Sincerely yours,

A handwritten signature in black ink, appearing to read "John Mayer", with a long, sweeping flourish extending to the right.

cc: Vince Lombardi, chair, Historic District Commission
Nicholas Cracknell, principal planner, City of Portsmouth

Wednesday, September 13, 2017

To: Portsmouth City Councilors
From: Jim Splaine, Citizen Activist

On the City Council Agenda for our Monday, September 18th meeting, I have asked the following item to be placed under my name:

Revisiting North Cemetery Wall Placement

I am not asking "reconsideration" of our action on this issue, but rather that we ask our staff for a list of reasonable alternatives to achieve the goals presented by State Archaeologist Richard A. Boisvert, who made a presentation at our most recent City Council meeting of Tuesday, September 5th.

At that time, I supported what was the unanimous vote of the Council to approve what was termed as a "housekeeping motion," which essentially validated the rebuilding of the North Cemetery wall over what was identified as human remains. After further considering the issue and the concerns presented by Mr. Boisvert, and reading The Portsmouth Herald editorial of this past week, I believe we should revisit this matter.

I was on the original African Burial Ground Committee 15 years ago, chaired by City Councilor John Hynes. Our work included the initial considerations of the discoveries of human remains under Chestnut Street, and adjoining areas. John Hynes' leadership at those early days of considering what to do was

essential at guiding our discussion to find ways to balance the needs of preserving history, offering dignity to those who were buried there, and forever remembering their contributions to our community. That the area has been turned into a permanent memorial commemorating our early residents is testimonial that we will never forget.

While the current matter of the North Cemetery wall is different than the African Burial Ground, we similarly have an obligation not to forget those who are there. While a compromise which we agreed to at our September 5th meeting of putting up markers may be a step, it seems that we are obligated to do more.

I think The Portsmouth Herald editorial, in fact, offers an approach that can guide us to doing the right thing: *"In a city that places such a premium on history, but which for too long neglected North Cemetery, not doing the right thing now is shallow. It would not be a major undertaking to remove a few parking spaces in front of the cemetery and create a park space that would provide a proper resting ground for those who came before us."*

Let's think this through more than we have.

Thank You.

Herald Editorial:

City should do right thing with North Cemetery

Editorial -- Tuesday, September 12, 2017

State Archaeologist Richard A. Boisvert believes it is “inappropriate” for the city of Portsmouth to put a cemetery retaining wall back on top of unmarked remains found in the historic North Cemetery along Maplewood Avenue.

It’s hard not to fully agree with him. The city can do better than simply saying the remains are best preserved by not being disturbed, covered by a wall and a sidewalk.

The City Council voted unanimously last week to essentially ratify the decision to rebuild the wall over the human remains. Perhaps as more residents become aware of this issue they can exert pressure on the elected and other city officials to do the right thing.

This is not a compare and contrast with the African Burying Ground Memorial Park on Chestnut Street. They are different issues, but they do share the commonality of holding sacred ground as sacred. The wall was originally created about 170 years ago and Boisvert said it was possibly built over the unmarked graves because the builders didn’t know the remains were there.

However North Cemetery’s boundary was compromised, the city has the opportunity, and actually the duty, to assure those buried there are not left to rest in peace under wall or even worse a sidewalk.

Boisvert said a local company determined there were 18 to 21 unmarked graves located alongside the wall and he believes there may be others beneath the Maplewood Avenue sidewalk in front of the wall.

He agreed the city should put the wall back in its original space, but only as a temporary measure.

He then simply asked for the city to move the wall 18 inches closer to the street. This, honestly, doesn't seem to be enough to properly honor the city ancestors buried beneath the wall and sidewalk. There was no effort to determine who these people may have been and Boisvert said the city did not use "ground penetrating radar" to locate other remains while the ground was still open while the wall was being restored.

Boisvert said in the early Colonial era, slaves or others "marginalized in society" were sometimes buried outside cemetery walls.

It's a sad a reflection on the city to be so cavalier about maintaining the integrity of perhaps the state's most historic cemetery, which includes former Gov. John Langdon, William Whipple, a signer of U.S. Declaration of Independence, and Prince Whipple, a slave freed by Whipple in 1781. The cemetery is listed in the National Historic Register.

In a city that places such a premium on history, but which for too long neglected North Cemetery, not doing the right thing now is shallow.

It would not be a major undertaking to remove a few parking spaces in front of the cemetery and create a park space that would provide a proper resting ground for those who came before us. Should there be leadership on behalf of city officials it's not difficult to imagine private fundraising and contributions could be made to the effort. The city did, as part of its approval

process of the North End Portsmouth, accept \$25,000 from developer Chris Thompson to preserve and repair the North Cemetery retaining wall.

Doing the right thing will enhance North Cemetery and properly respect people who were sadly forgotten.

ACTION ITEMS

PARKING and TRAFFIC SAFETY COMMITTEE MEETING

8:00 A.M. – September 7, 2017
City Hall – Eileen Dondero Foley Council Chambers

MEMBERS PRESENT: Brad Lown, Chairman
Nancy Colbert Puff, Acting City Manager
James Heinz, Deputy Fire Chief
Members: Harold Whitehouse, Ronald Cypher, Shari Donnermeyer and Mary Lou McElwain

CITY STAFF PRESENT: Eric Eby, Parking and Transportation Engineer
Juliet Walker, Planning Director
Benjamin Fletcher, Parking Director

MEMBERS ABSENT: Peter Rice, Director of Public Works
Frank Warchol, Police Captain
Ted Gray, Member

Action Items requiring an immediate ordinance during the next Council meeting:
None

Temporary Action Items requiring an ordinance during the annual omnibus:

Action Item: VI.E. - Prohibit parking on the west side of Vaughn Street beginning 150' from Maplewood Avenue and ending at a point 200' from Maplewood Avenue, and on the south side of Raynes Avenue beginning 200' from Maplewood Avenue and ending at a point 260' from Maplewood Avenue.

1. Accepted and placed on file meeting minutes from July 6, 2017.
2. Accepted and placed on file two financial reports (totals through June 30th and July 31, 2017).
3. Public Comment. Three Speakers: Elizabeth Bratter, Jason Jenkins and Cindy Fessenden.
4. (VI.A.) **Action Item:** Driveway permit application at 90 Cutts Street – **VOTED to approve the driveway permit application as submitted.**
5. (VI.B.) **Action Item:** Driveway permit application at 70 Court Street – **VOTED to approve the driveway permit application as submitted.**

Public Comment. One Speaker: William Scott

6. (VI.C.) **Action Item:** Request for crosswalk on Grafton Drive at Sherburne Road – **VOTED to have staff collect data, evaluate, and report back with a recommendation at next month’s meeting.**
7. (VI.D.) **Action Item:** Request for crosswalk on Woodbury Avenue at Edmond Avenue – **VOTED to have staff collect data on pedestrian and vehicle traffic volumes and report back with a recommendation at next month’s meeting.**
8. (VI.E.) **Action Item:** Request to restrict parking on the corners of Vaughn Street – **VOTED to restrict parking on the inside corner of Vaughn Street 150’ from Maplewood Avenue, and on the inside corner of Raynes Avenue 200’ from Maplewood Avenue.**
9. (VII.A.) **Action Item:** Citywide crosswalk inventory – No action required by the Committee.

10. Public Comment. One Speaker: Cindy Fessenden

11. Informational: Sign inventory underway – No action required by the Committee.

12. Adjournment – At 8:40 a.m., **VOTED** to adjourn.

Respectfully submitted by:

Amy Chastain
Secretary to the Committee

MEETING MINUTES

PARKING and TRAFFIC SAFETY COMMITTEE MEETING

8:00 A.M. – September 7, 2017
City Hall – Eileen Dondero Foley Council Chambers

I. CALL TO ORDER:

Chairman Lown called the meeting to order at 7:59 a.m.

II. ROLL CALL:

Members Present:

Chairman, Brad Lown
Acting City Manager, Nancy Colbert Puff
Deputy Fire Chief, James Heinz
Member, Harold Whitehouse
Member, Ronald Cypher
Member, Shari Donnermeyer
Alternate Member, Mary Lou McElwain

Staff Advisors Present:

Parking and Transportation Engineer, Eric Eby
Planning Director, Juliet Walker
Parking Director, Benjamin Fletcher

Members Absent:

Public Works Director, Peter Rice
Police Captain, Frank Warchol
Member, Ted Gray

III. ACCEPTANCE OF THE MINUTES:

Harold Whitehouse moved to accept the meeting minutes of July 6, 2017.
Seconded by Shari Donnermeyer. **Motion passed 7-0.**

IV. FINANCIAL REPORTS:

Mary Lou McElwain moved to accept the financial reports dated June 30 and July 31, 2017.
Seconded by Harold Whitehouse. **Motion passed 7-0.**

Harold Whitehouse requested the reports be publicized. Mary Lou McElwain requested a breakdown or additional narrative of each line item listed on the report.

V. PUBLIC COMMENT:

Elizabeth Bratter spoke to a letter she submitted to the Committee dated June 21, 2017, regarding the temporary crosswalk at Islington Street and Albany Street. She objected to the crosswalk and bump-outs at that location due to safety issues. She provided suggestions to make the crosswalk safer if it is permanently installed.

Jason Jenkins spoke to action item VI.B. [Driveway permit application at 70 Court Street]. He expressed opposition to a curb cut being installed on Mark Street because the street is only one lane wide and a dead-end.

Cindy Fessenden spoke to action item VI.C. [Request for crosswalk on Grafton Drive at Sherburne Road]. She asked to speak after the Committee discussed the action item.

Ron Cypher commented on the need to educate the public on how to use a crosswalk. He suggested publishing an article in the newspaper to raise awareness. Acting City Manager, Nancy Colbert Puff, stated the information could be published on the Public Works webpage and possibly in the newspaper.

VI. NEW BUSINESS:

A. Driveway permit application at 90 Cutts Street. Harold Whitehouse stated the Committee conducted an on-site visit on Tuesday, September 5, 2017. He moved to approve the driveway permit application as submitted. Seconded by Shari Donnermeyer.

Mr. Whitehouse stated that a duplex is being constructed on a corner lot. The footings and foundation have been constructed. There are two driveways proposed, each on a separate street. He supported the driveway configuration because each is being accessed from a separate street. Shari Donnermeyer concurred. She expressed concern that the foundation was already constructed prior to Committee approval, but stated she would support the motion.

Mary Lou McElwain expressed concern regarding the process where the structure is constructed before the driveway permit application is brought before the PTS Committee. The Committee discussed previous action items where an applicant constructed a dwelling unit without obtaining a driveway permit before construction. Acting City Manager, Nancy Colbert Puff, stated she is on the Planning Board. The Planning Board does not approve single or two family dwelling units. She stated the Planning Board would be informed of the concerns expressed by the PTS Committee members. She also expressed concern regarding the trend of applicants moving forward without obtaining approvals before construction: this is not City Policy.

Vote 5-2, to approve the driveway permit application as submitted. Mary Lou McElwain and Acting City Manager, Nancy Colbert Puff, voted opposed.

B. Driveway permit application at 70 Court Street. Eric Eby stated an existing deed granted 70 Court Street access to Mark Street and Rogers Street from the abutter's property at 82 Court Street. Both properties are allowed access to the side streets.

Chairman Lown asked if the Legal Department provided guidance regarding the construction of a sidewalk on Mark Street obstructing the access to the properties. Eric Eby stated the Legal Department advised the Committee to vote on the application. If the permit was denied, the matter would need further legal review.

Harold Whitehouse moved to approve the driveway permit application as submitted. Seconded by Ron Cypher.

The Committee discussed the traffic concerns presented by Mr. Jenkins and the process, access and signage if the parking lot was permitted as a private parking lot with a pay kiosk.

Eric Eby stated the City was in the process of constructing a sidewalk on Mark Street when the issue of property access was presented to the Department of Public Works. Approval of the action item would make the driveway official: it would be compliant with the existing deed.

Deputy Fire Chief Heinz supported the motion because it allowed access to the back of the building from Mark Street and Rogers Street.

Vote 7-0, to approve the driveway permit application as submitted.

William Scott displayed a 1955 photograph to the Committee of the property, building and right-of-way access.

C. Request for crosswalk on Grafton Drive at Sherburne Road. Mary Lou McElwain stated the Committee conducted an on-site visit at 8:30 a.m. on Tuesday, September 5, 2017. She stated traffic volumes were very heavy. Eric Eby stated Cindy Fessenden presented the request to the Committee for review. Last week he placed a traffic camera at the location and gathered preliminary data. The data showed 20 pedestrians a day crossing at the location. He stated there were concerns regarding limited sight lines, traffic volume, speeds and Grafton Road curve issues. He recommended reporting back to the Committee after he has had time to collect more data and evaluate the results.

Mary Lou McElwain moved to have staff collect data, evaluate, and report back with a recommendation at next month's meeting. Seconded by Shari Donnermeyer. **Vote 7-0, to have staff collect data, evaluate, and report back with a recommendation at next month's meeting.**

D. Request for crosswalk on Woodbury Avenue at Edmond Avenue. Ron Cypher stated the Committee conducted an on-site visit on Tuesday, September 5, 2017. He moved to have staff collect data on pedestrian and vehicle traffic volumes and report back with a recommendation at

next month's meeting. Seconded by Shari Donnermeyer. **Vote 7-0, to have staff collect data on pedestrian and vehicle traffic volumes and report back with a recommendation at next month's meeting.**

E. Request to restrict parking on the corners of Vaughn Street. Shari Donnermeyer moved to recommend restricting parking on the inside corner of Vaughn Street 150' from Maplewood Avenue, and on the inside corner of Raynes Avenue 200' from Maplewood Avenue. She also opposed removing on-street parking, but supported this request because of safety concerns. Seconded by Mary Lou McElwain.

Ron Cypher asked if removing two parking spaces on the inside corner of Vaughn Street would be sufficient. He recommended removing three parking spaces because of the blind corner. Eric Eby recommended starting with two parking spaces and re-evaluate as needed.

Vote 7-0, to restrict parking on the inside corner of Vaughn Street 150' from Maplewood Avenue, and on the inside corner of Raynes Avenue 200' from Maplewood Avenue.

VII. OLD BUSINESS:

A. Citywide crosswalk inventory. Eric Eby provided a map in the packet of the existing crosswalks in the City. There are approximately 300 crosswalks. In the downtown, there are six weeble signs. The Department of Public Works has one painting crew assigned to crosswalk maintenance.

Harold Whitehouse mentioned that pedestrians in the downtown continue to be distracted by electronic devices while using crosswalks. He stated a city in Rhode Island adopted an ordinance or policy regarding pedestrians looking at electronic devices while crossing the street in a Central Business District.

Mary Lou McElwain thanked Eric Eby for the map. She requested more weebles and flashing lights be installed at crosswalks to improve safety. She also suggested staff discuss the criteria and warrants to be satisfied for a crosswalk when requested by a citizen.

VIII. PUBLIC COMMENT:

Cindy Fessenden spoke a second time regarding action item VI.C. [Request for crosswalk on Grafton Drive at Sherburne Road]. She is a resident of Pannaway Manor and frequently walks the Grafton Drive and Sherburne Road area. She presented a petition signed by 56 adults and children, requesting a crosswalk. She obtained the signatures while walking the area. She described the area as lacking sidewalks, existing sidewalks are in poor condition and the heavy traffic volumes. She said that pedestrians do not feel safe crossing on Grafton Drive at Sherburne Road and that explained why the pedestrian count was low.

IX. INFORMATIONAL:

A. Sign inventory underway. Eric Eby stated a consulting firm was hired to conduct an inventory of every road sign in the City. A report and database will be provided. The inventory includes all road signs (excluding street name signs). The project will take several months. The information provided will be useful in examining the City's inventory.

Mary Lou McElwain requested an update on the Zagster and Portsmouth Parking Shuttle programs. She requested the PTS Committee be notified of future City Council Work Sessions involving parking and traffic related issues. The Committee was not notified in the packet of the September 5, 2017, City Council Work Session.

Mary Lou McElwain asked for an update regarding the Parkside Condo request to move the Zagster bike station to an on-street parking space on State Street. Eric Eby stated the action item was under review and would be addressed in a future meeting. She also asked for a general update on outstanding action items from previous meetings. Eric Eby stated all action items are addressed as staff work load and priorities permit.

X. MISCELLANEOUS: Harold Whitehouse thanked Chairman Lown for his outstanding leadership on the Committee. All Committee members concurred. Chairman Lown is not seeking re-election to the Portsmouth City Council in 2018.

XI. ADJOURNMENT – at 8:40 a.m., **VOTED** to adjourn.

Respectfully submitted by:

Amy Chastain
Secretary to the Committee

**FIRE DEPARTMENT STUDY COMMITTEE
RECOMMENDATION TO THE CITY COUNCIL
Monday, September 22, 2014**

Establishment and Membership:

In July 2013 the City Council established the Fire Study Committee. The Committee held seven meetings over the last year and was comprised of the following individuals: Councilor Brad Lown, Chair, Councilor M. Christine Dwyer, Norm Olsen, Peter Somssich, Eric Gregg, Fire Commissioner Paul T. Wentworth, and Fire Chief Steve Achilles (ex-officio). Adam Cannon, Special Projects Manager and Tracy Freeman, Executive Assistant provided staff support to the Committee. Fire Commissioner Richard Gamester replaced Paul T. Wentworth as the Fire Commission representative following his departure.

Committee Charge:

The purpose of the Committee is to choose an independent consultant to perform an independent study of the Portsmouth Fire Department for the purpose of recommending to the City Council and Fire Commission changes to the practices and organizational structure of the Department in order to reduce costs and/or improve service without materially affecting public safety.

Background:

The Committee received permission of the City Council in January to authorize the City Manager to work with the Fire Department to put out a RFQ to solicit firms to conduct an independent study of the Fire Department. The Committee received eleven responses from firms and of those firms, five were selected to receive a RFP.

These five firms included (in order of cost proposed):

- Public Safety Strategies Group (PSSG) - \$38,522
- Matrix Consulting Group - \$39,900
- Public Safety Solutions, Inc. - \$48,850
- MGT of America, Inc. - \$49,573
- MMA Consulting Group, Inc. – No Number

The Committee considered all five submissions in detail and ranked each of the firms based on their qualifications, experience, personnel, innovation potential, thoughtfulness in crafting actionable recommendations, total bid cost, number of staff hours for the audit and other factors.

Recommendation:

Of the firms, PSSG received the highest ranking and the Committee is unanimously recommending that PSSG be awarded the Operational Audit in accordance with their proposal for the following reasons:

- Prior quality work and familiarity with the City
- Number of staff hours dedicated to the audit
- Staff qualifications
- Focus placed on the Committee's charge and goals

Should the City Council want to move forward with this recommendation, a motion would need to be made to move to direct the City Manager to work with the Fire Department to enter contract negotiations with Public Safety Strategies Group and that the funding come from contingency.

BE IT RESOLVED: Endorsement to Move Forward Toward Offshore Wind Development

WHEREAS, the New England Governors and Eastern Canadian Premiers agreed on regional greenhouse gas emission targets for 2030 and 2050, and the State of New Hampshire has established a Climate Change Policy Taskforce that recommends an 80 percent reduction in greenhouse gases by 2050, and has developed The New Hampshire Climate Action Plan to achieve that goal, and needs to work toward a sustainable energy system to ensure protection of the health of its people, environment, and economy before this date; and

WHEREAS, the City Council voted unanimously to declare Portsmouth an Eco-Municipality in 2007 and signed a resolution which fully acknowledges Portsmouth's commitment and desire to become more sustainable; and

WHEREAS, through the development of the Portsmouth 2025 Master Plan residents expressed a strong desire for the City to be more resilient to the adverse effects of climate change and more proactive in reducing greenhouse gas emissions and conserve resources to help mitigate the impacts of climate change for future generations; and

WHEREAS, the City Council voted unanimously to authorize the Mayor to sign a letter promoting the Paris Climate Agreement's goals in 2017 calling for increasing efforts to cut greenhouse gas emissions, create a clean energy economy, and stand for environmental justice; and

WHEREAS, the federal Department of Energy's National Renewable Energy Laboratory has determined that the Gulf of Maine has significant potential wind power capacity in excess of 50 gigawatts within 50 miles of the coasts of New Hampshire, Maine and northeast Massachusetts, and that utilizing just a small percentage of this potential, combined with other renewable resources, could provide much of the future power needs of our region; and

WHEREAS, operation of floating wind farms 10 to 50 miles off our coast is expected to provide environmental and public health benefits relative to existing conventional power sources; and

WHEREAS, a bipartisan 2015 New Hampshire legislative study committee concluded that "The wind resource off of New Hampshire's coast has the potential to generate significant amounts of electricity," and that services supporting "offshore wind development has the potential to generate significant economic activity within Portsmouth Harbor"; and

WHEREAS, the 2015 New Hampshire legislative study committee recommends that the Governor explore cooperative offshore wind industry development with Maine and Massachusetts, including regional long-term resource planning facilitated by the federal Bureau of Ocean Energy Management, which requires the Governor to request formation of an intergovernmental Task Force and stakeholder process to plan for regional offshore wind development.

NOW THEREFORE BE IT RESOLVED that the City of Portsmouth hereby supports efforts to develop wind power off the New Hampshire coast and urges Governor Sununu to engage other regional leaders on this important economic development opportunity and supports a formal request to the federal Bureau of Ocean Energy Management to form a Task Force and stakeholder process to plan for regional offshore wind development in the Gulf of Maine.

This Resolution shall take effect upon passage and written notice of support will be sent to Governor Sununu.

APPROVED:

JACK BLALOCK, MAYOR

ADOPTED BY THE CITY COUNCIL:

DRAFT

BLOWING IN THE WIND - Building Sustainable Power for the NH Seacoast



ENVISIONING A LIVABLE FUTURE

Presented by

Doug Bogen

Director,

Seacoast Anti-Pollution League

Steering Comm. Member, 350 NH

August 15 , 2017

PROBLEM: An Unsustainable Energy System



- Climate Disruption
- Air Pollution
- Fossil Fuel Limits
- Old Inefficient Power Plants
- Catastrophe In-Waiting
- “Fossilized” Thinking

SOLUTION: The 4 "S's"

Sustainability, Safety, Security, Sanity



Renewable Power
Rules!

100% NEW HAMPSHIRE

Transition to 100% wind, water, and solar (WWS) for all purposes
(electricity, transportation, heating/cooling, industry)



Residential rooftop PV
4.5%



Solar PV plants
24.2%



CSP plants
0%



Onshore wind
40%



Offshore wind
20%

2050

PROJECTED ENERGY MIX



Commercial/govt
rooftop PV
3.3%



Wave devices
1%



Geothermal
0%



Hydroelectric
6.5%



Tidal turbines
0.5%



40-Year Jobs Created

Number of jobs where a person
is employed for 40 consecutive years

Construction jobs: **10,402**

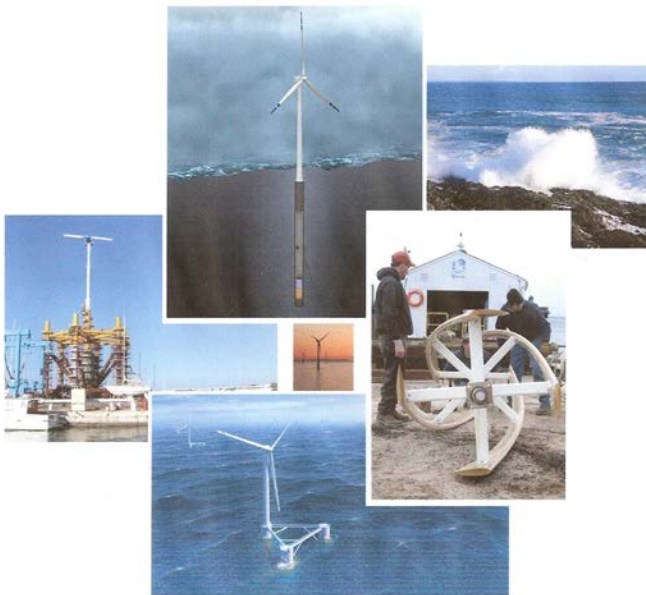
Operation jobs: **5,697**

SOLUTION: Ocean Power from The Gulf of Maine

Final Report of the Ocean Energy Task Force

to

Governor John E. Baldacci



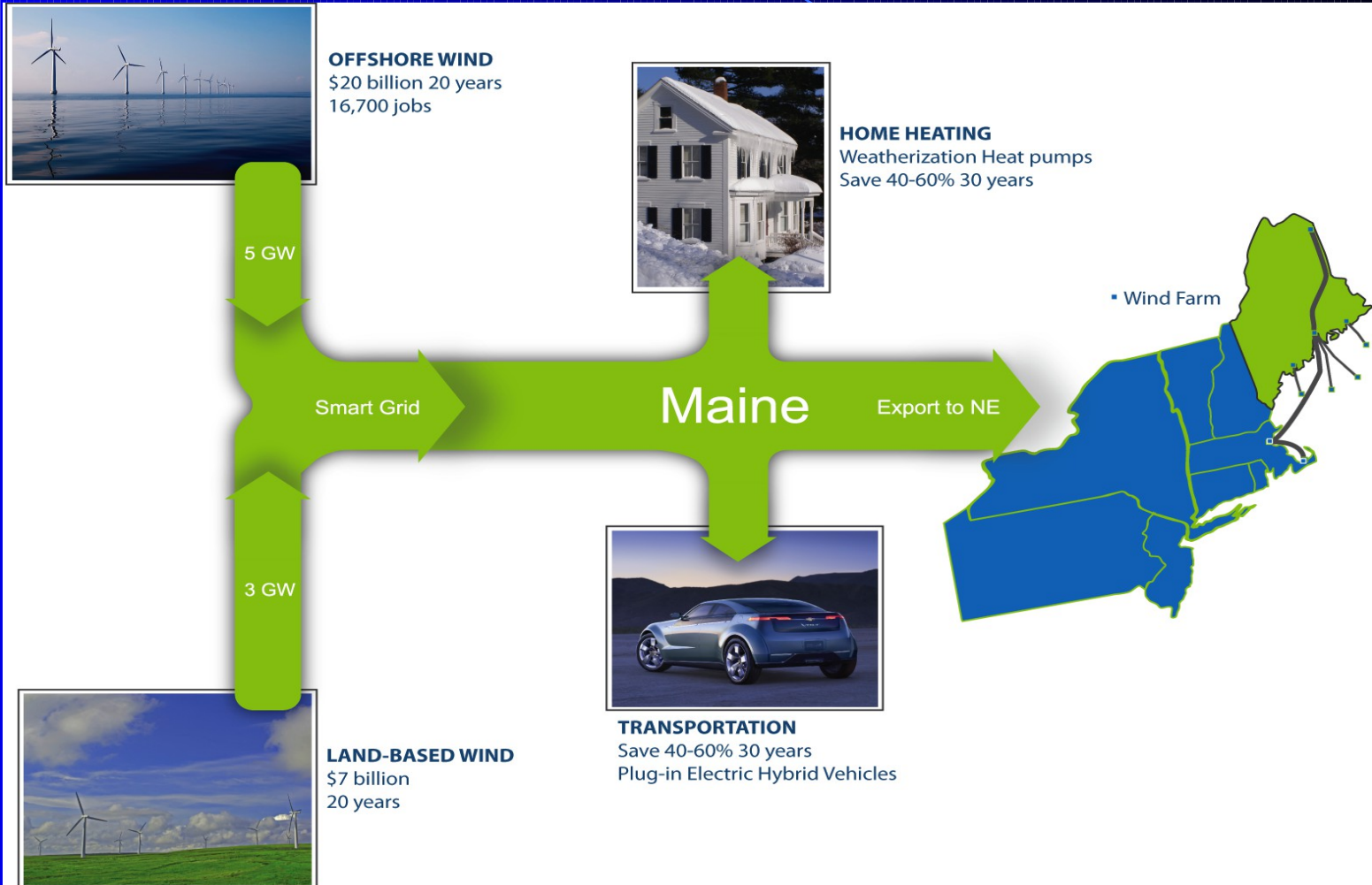
December 2009

- Huge Power Potential Just Offshore
- Goal of 5000 MW in Gulf of Maine by 2030
- Renewable Power for Whole State and Beyond

Available at:

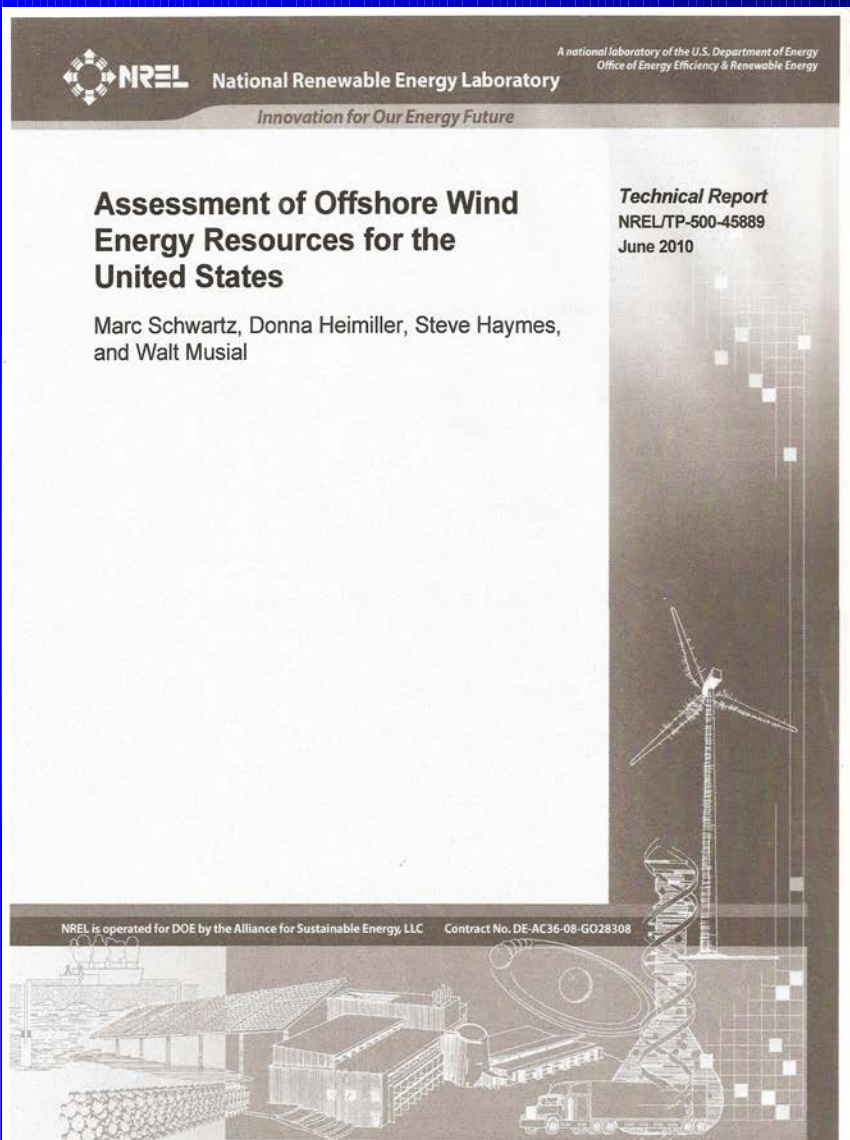
https://www1.maine.gov/dacf/mcp/downloads/finalreport_123109.pdf

The Maine Plan - As developed by 2009 Ocean Energy Task Force



SOLUTION: Offshore Wind

US Dept. of Energy Report:

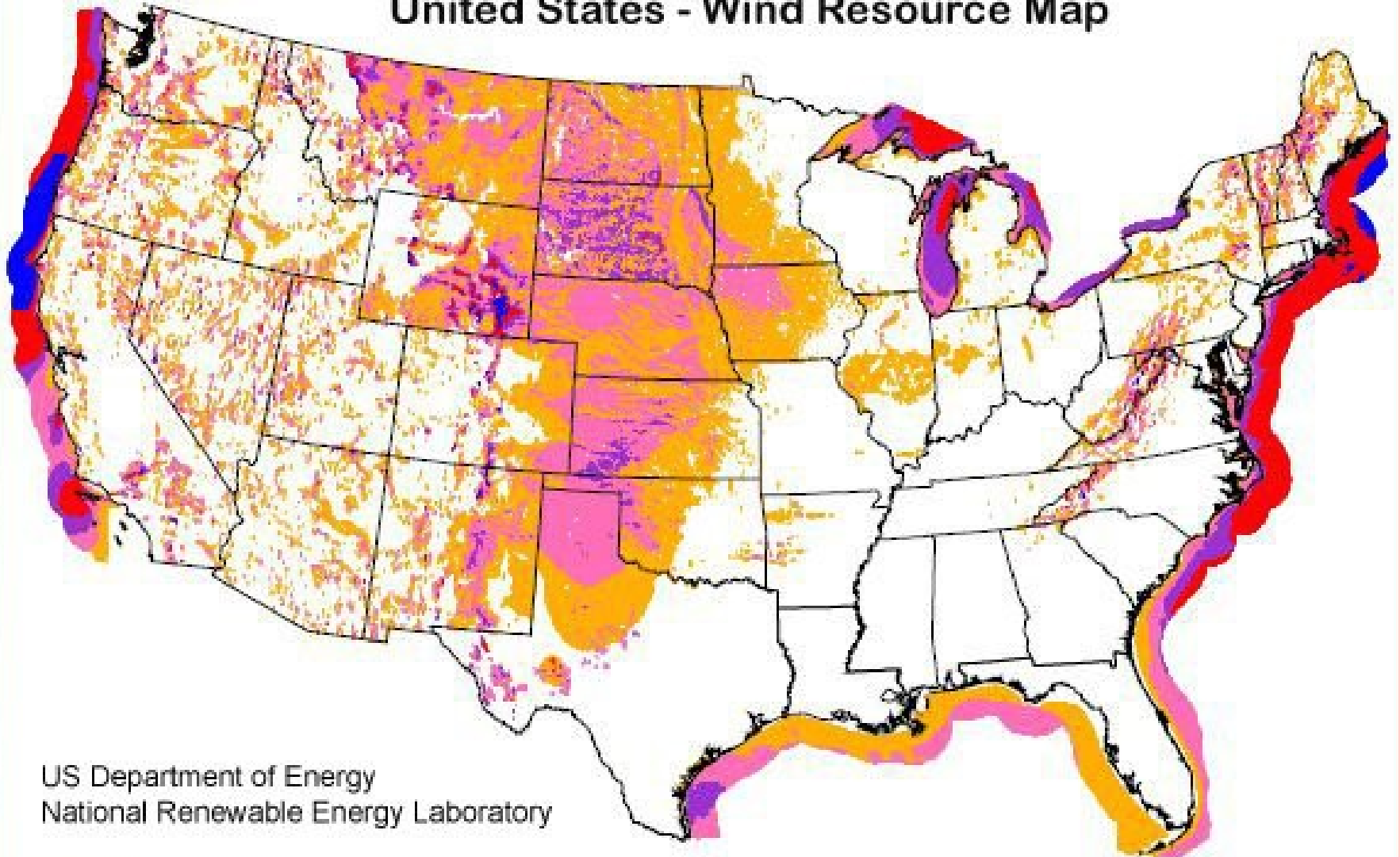


- 40,000 MW wind power available off NE/NY coasts
- 2600 MW potential just off NH coast – all we need!
- 6,000 MW already proposed along East Coast
- Nationwide, could see 10,000 MW by 2020 - 54,000 MW by 2030

Available at:

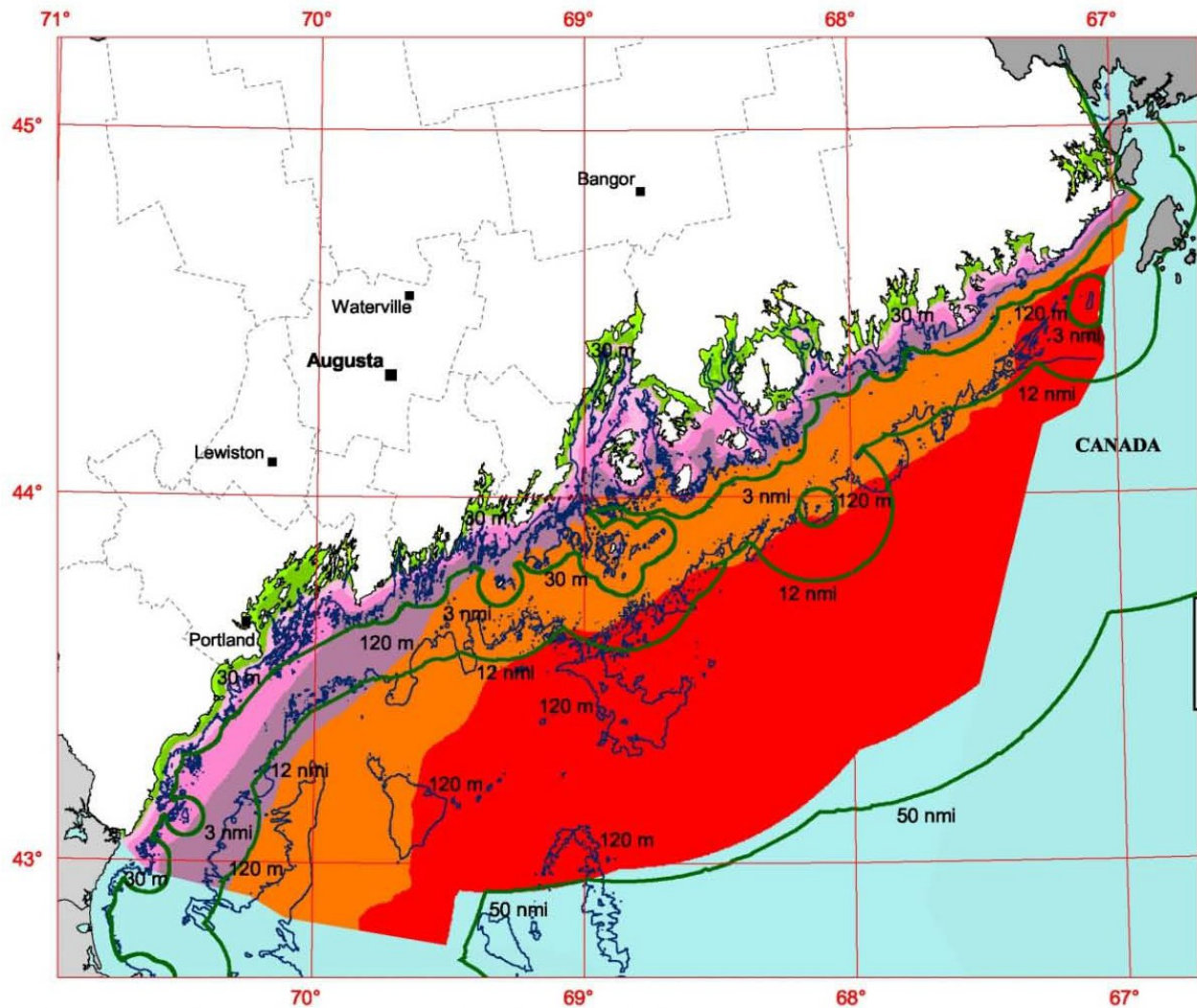
<http://www.nrel.gov/docs/fy10osti/45889.pdf>

United States - Wind Resource Map



US Department of Energy
National Renewable Energy Laboratory

Maine 90 m Offshore Wind Speed



Contours
 — Water Depth (Meters)
 — Distance from Shore (Nautical Miles)

The annual wind speed estimates for this map were produced by AWS Truewind using their Mesomap system and historical weather data.

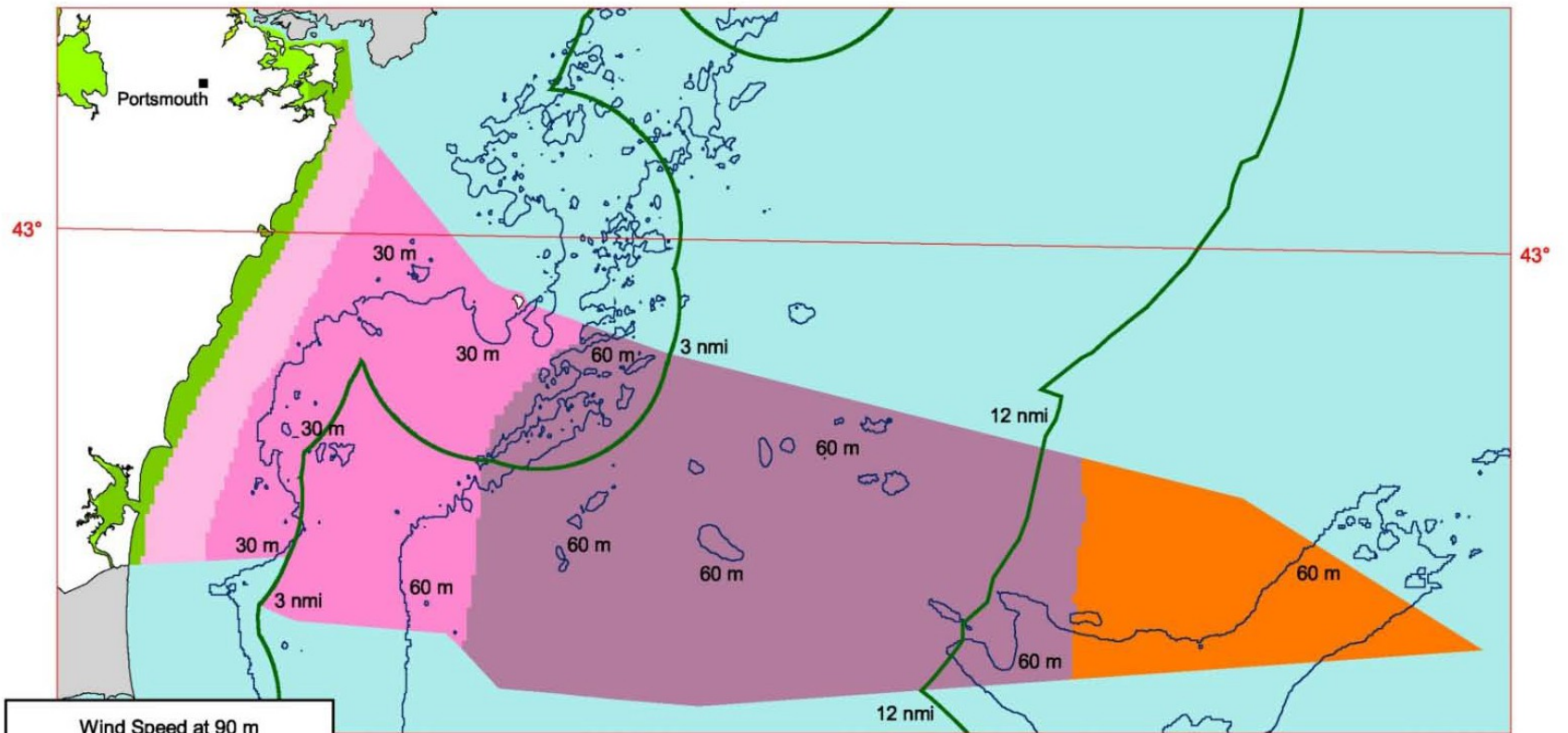
Wind Speed at 90 m

	m/s	mph
	11.5 - 12.0	25.7 - 26.8
	11.0 - 11.5	24.6 - 25.7
	10.5 - 11.0	23.5 - 24.6
	10.0 - 10.5	22.4 - 23.5
	9.5 - 10.0	21.3 - 22.4
	9.0 - 9.5	20.1 - 21.3
	8.5 - 9.0	19.0 - 20.1
	8.0 - 8.5	17.9 - 19.0
	7.5 - 8.0	16.8 - 17.9
	7.0 - 7.5	15.7 - 16.8
	6.5 - 7.0	14.5 - 15.7
	6.0 - 6.5	13.4 - 14.5
	0.0 - 6.0	0.0 - 13.4



U.S. Department of Energy
 National Renewable Energy Laboratory

New Hampshire - 90 m Offshore Wind Speed



Wind Speed at 90 m

	m/s	mph
	11.5 - 12.0	25.7 - 26.8
	11.0 - 11.5	24.6 - 25.7
	10.5 - 11.0	23.5 - 24.6
	10.0 - 10.5	22.4 - 23.5
	9.5 - 10.0	21.3 - 22.4
	9.0 - 9.5	20.1 - 21.3
	8.5 - 9.0	19.0 - 20.1
	8.0 - 8.5	17.9 - 19.0
	7.5 - 8.0	16.8 - 17.9
	7.0 - 7.5	15.7 - 16.8
	6.5 - 7.0	14.5 - 15.7
	6.0 - 6.5	13.4 - 14.5
	0.0 - 6.0	0.0 - 13.4

Contours

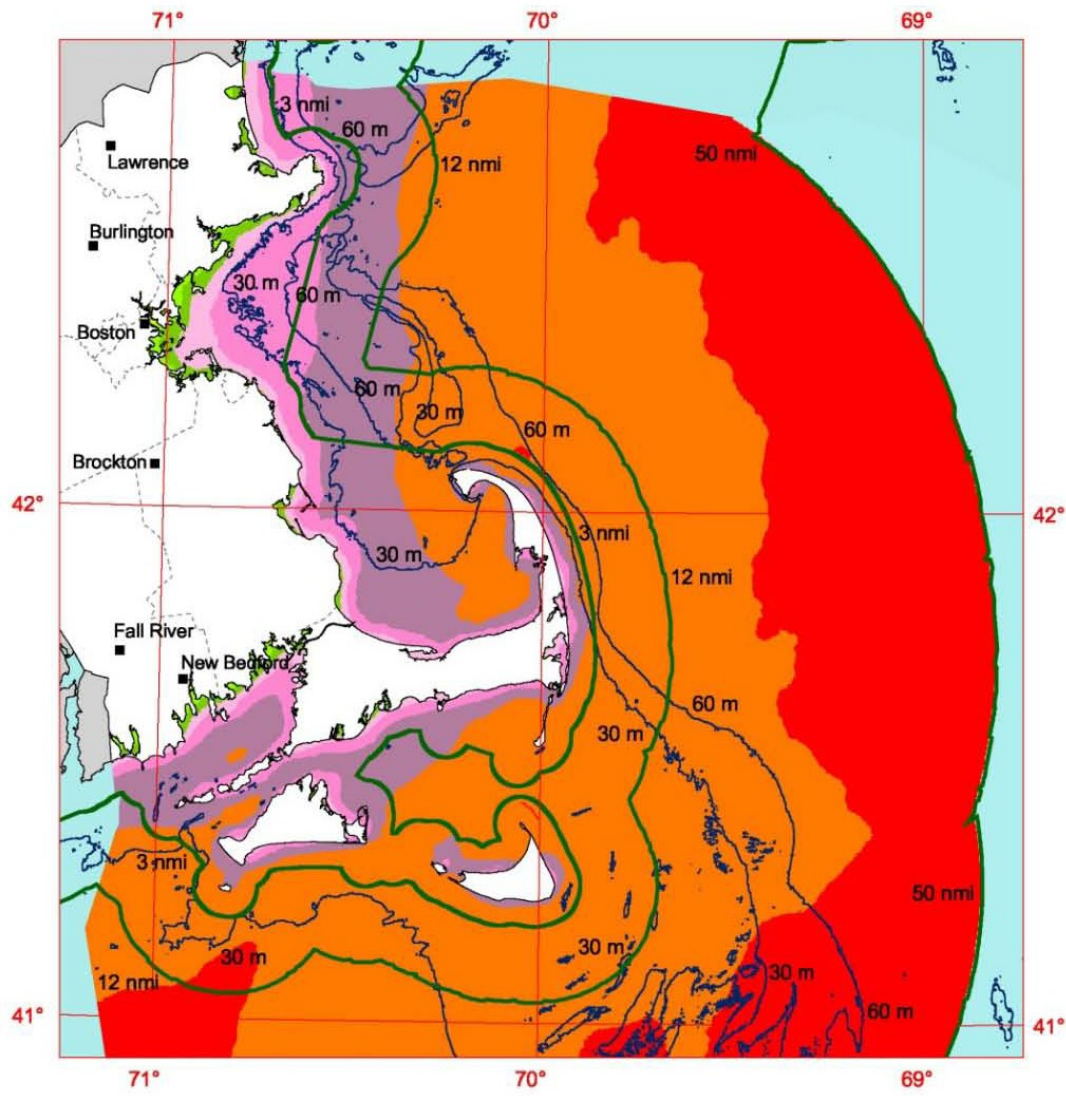
- Water Depth (Meters)
- Distance from Shore (Nautical Miles)

The annual wind speed estimates for this map were produced by AWSTruewind using their Mesomap system and historical weather data.



U.S. Department of Energy
National Renewable Energy Laboratory

Massachusetts 90 m Offshore Wind Speed

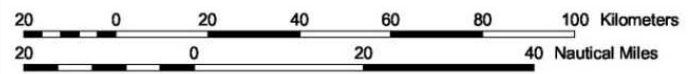


Contours
 — Water Depth (Meters)
 — Distance from Shore (Nautical Miles)

The annual wind speed estimates for this map were produced by AWSTruewind using their Mesomap system and historical weather data.

Wind Speed at 90 m

	m/s	mph
	11.5 - 12.0	25.7 - 26.8
	11.0 - 11.5	24.6 - 25.7
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	10.0 - 10.5	22.4 - 23.5
	9.5 - 10.0	21.3 - 22.4
	9.0 - 9.5	20.1 - 21.3
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	8.0 - 8.5	17.9 - 19.0
	7.5 - 8.0	16.8 - 17.9
	7.0 - 7.5	15.7 - 16.8
	6.5 - 7.0	14.5 - 15.7
	6.0 - 6.5	13.4 - 14.5
	0.0 - 6.0	0.0 - 13.4



U.S. Department of Energy
 National Renewable Energy Laboratory

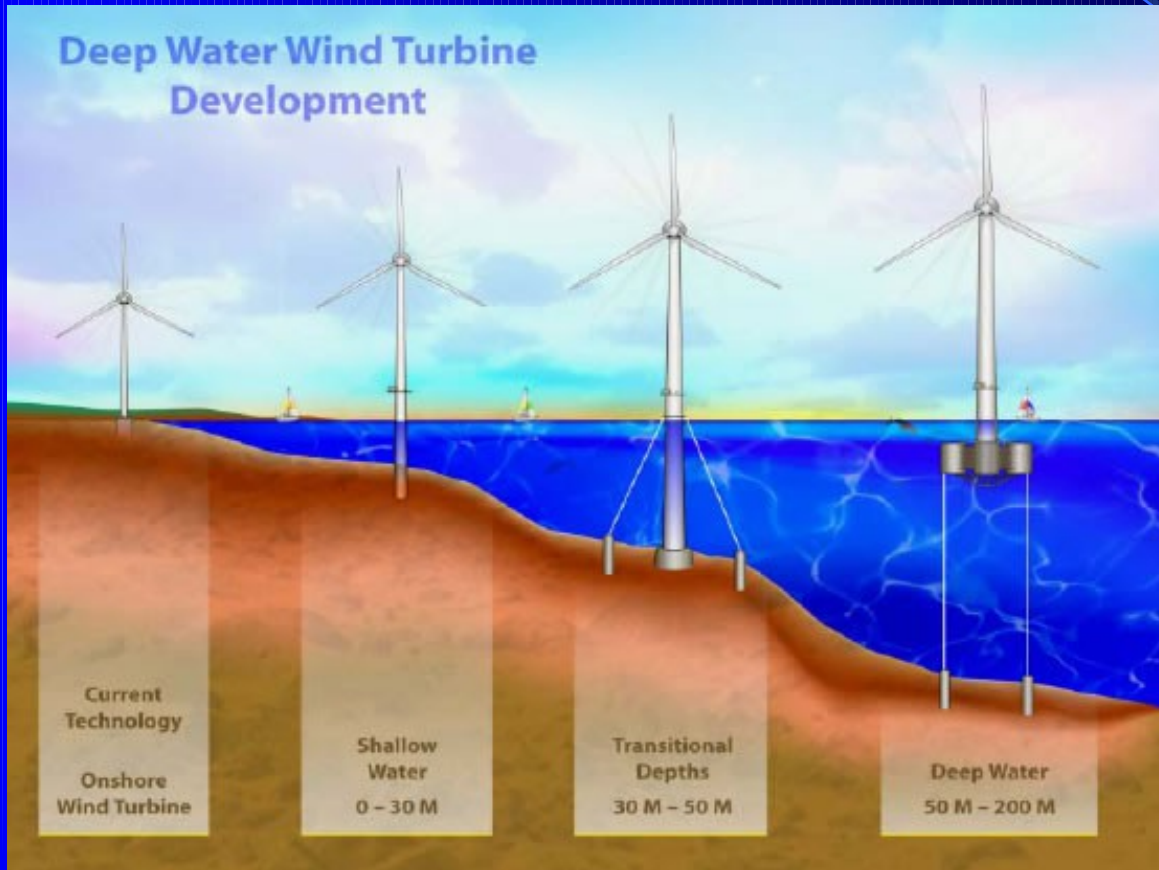
EUROPE: Blowing Us Away



A Decade Ahead of
U.S. in Offshore Wind

- 12,600 MW/81 farms
Installed, as of 2016
- 40,000 MW
Proposed by 2020
- 150,000 MW
Proposed by 2030

Going Offshore – In Deep Water



- Avoids Need for Deep Piers, Large Sea Bed Footprint
- Benefits from Better Winds Further Out
- Further from People, Birds, Beach View

Dry Dock Based Construction



- Windfloat – in Portugal 2 MW turbine
- Constructed at Port
- Towed to Wind Farm Site
- Allows for Assembly Line Construction

Floating Wind Power Worldwide

Scotland: Hywind



Portugal: WindFloat



JAPAN:
Beyond
Fukushima



Today: Gulf of Maine



UMO 1/8 Scale Prototype

- Launched off Castine, Maine
- Grid-connected - June 13, 2013

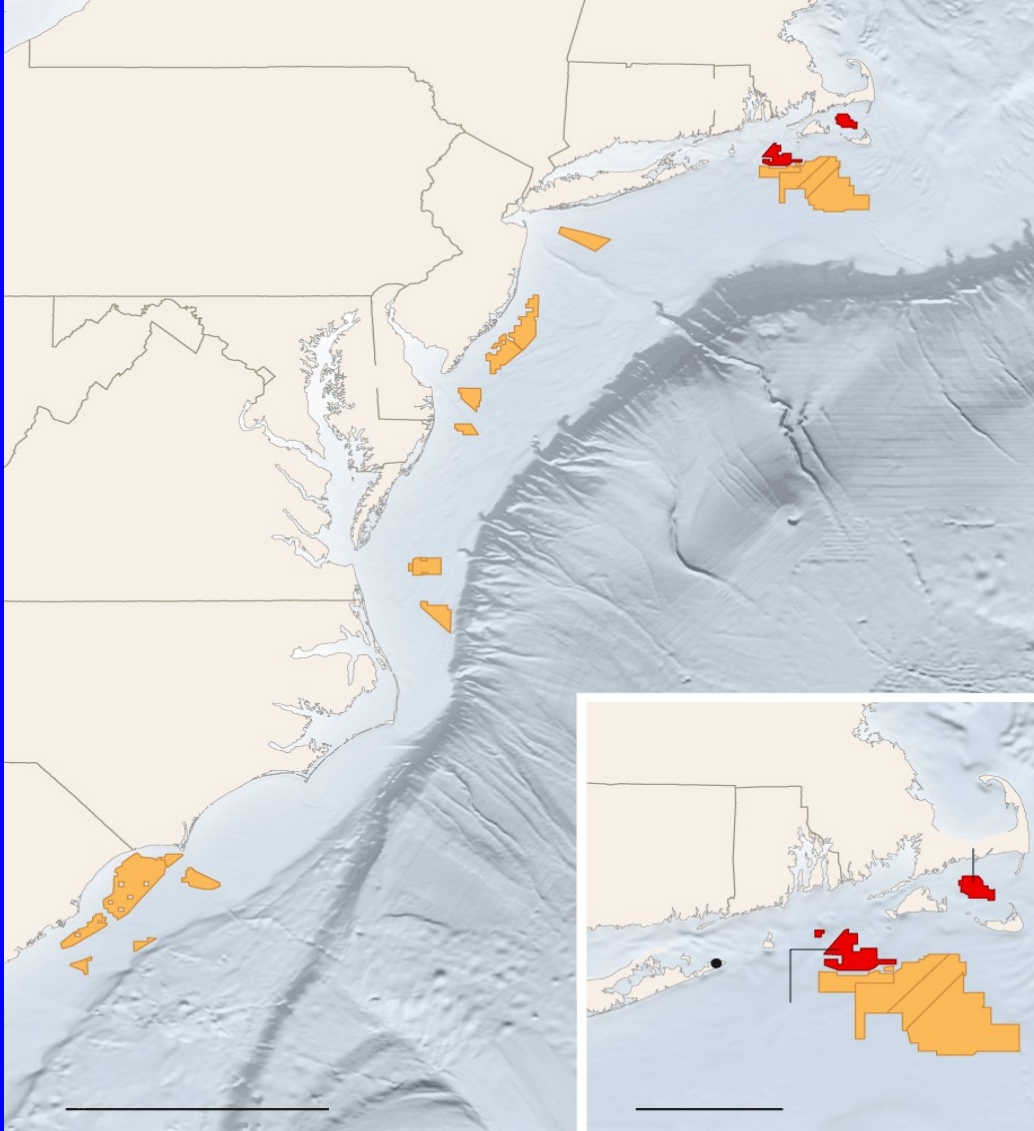


- 20 kw Turbine
- Composite/concrete materials – will not rust!
- Full-scale 12MW farm to be launched this decade

TODAY: Block Island Wind Farm First Offshore of U.S.!

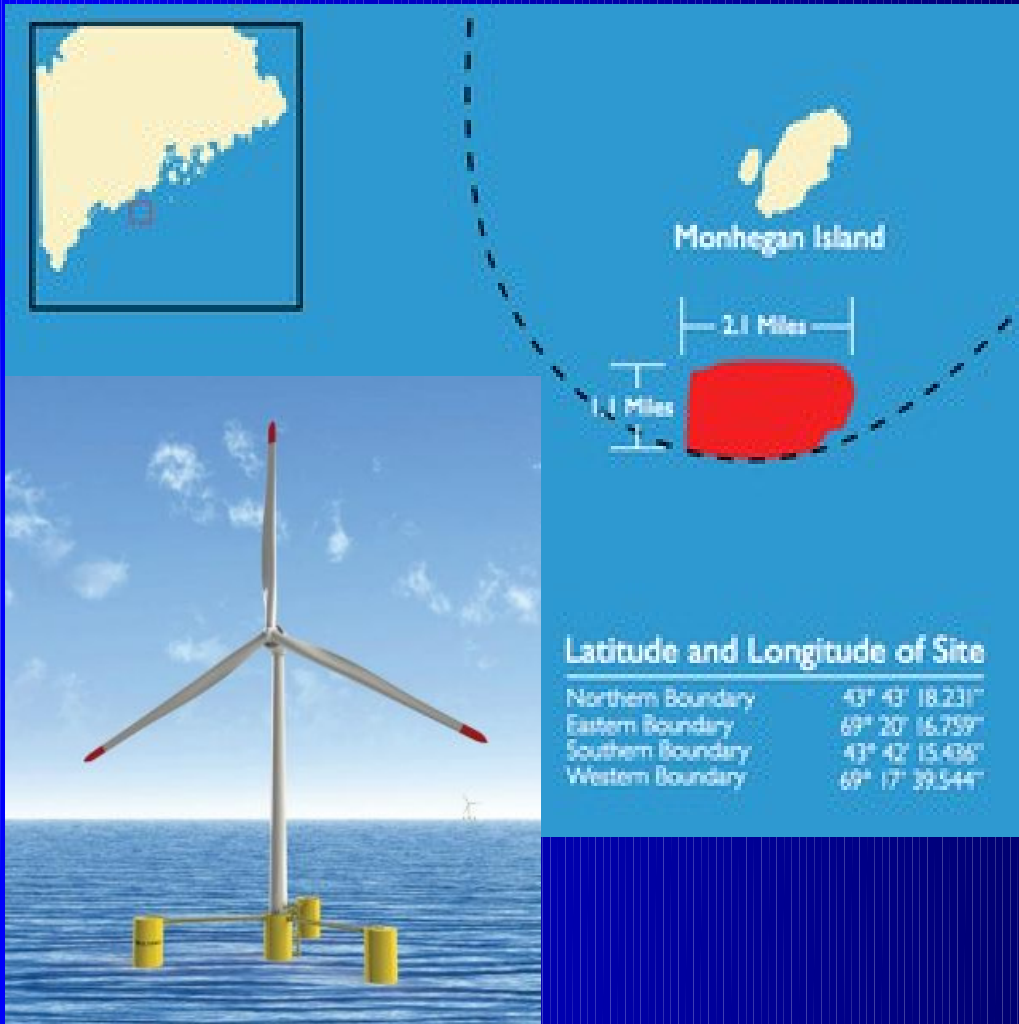


BOEM: E. Coast Wind Lease Areas



- Determined by Task Force/Stakeholder Process
- 12 Task Forces in Operation Nationwide
- Active Projects off MA, NY, NJ, MD, VA
- No Activity North of Cape Cod

Tomorrow: Gulf of Maine



- 2 Turbine/12MW farm
- Install date: 2019
- \$120 million cost
- 340 new jobs
- Cost to ratepayers: 75 cents/month
- Next step: 500 MW windfarm - \$2.5 Billion

TOMORROW: MegaTurbines



- 8-12 MW each
- 5-700 ft. tall
- 4-500 ft. rotor span

Wind Farms on the High Seas



View From the Beach



12 Miles Out - They're Out of Sight!

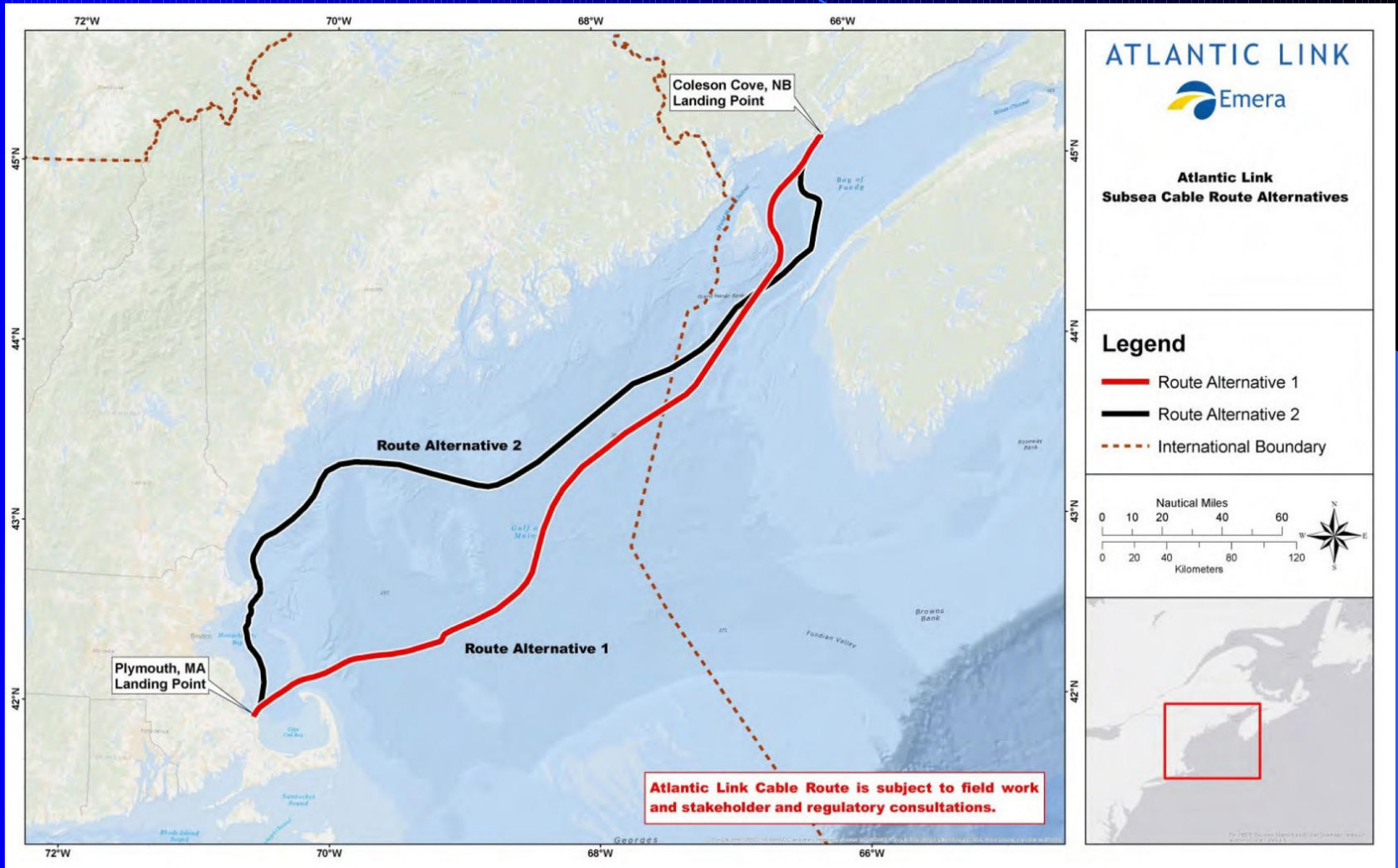
Undersea Powerlines – Electric Superhighways



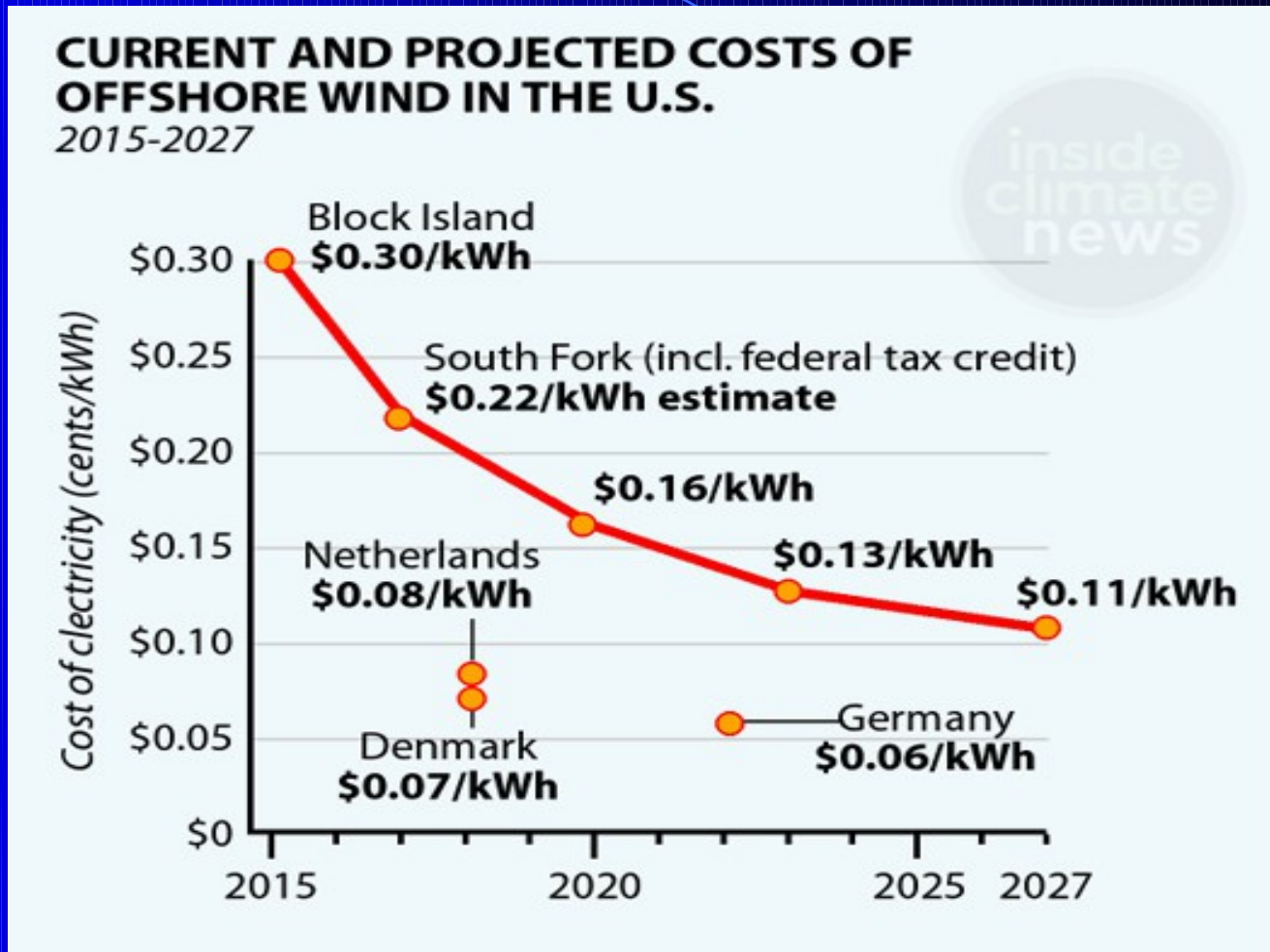
The Atlantic Wind Connection transmission backbone would connect up to 7,000 MW of wind turbine capacity, built on the broad, windy spaces of the mid-Atlantic continental shelf, to population centers and transmission nodes on land.

- Consortium Led by Google
- \$5 Billion Invested Already
- Beginning with Delaware – NJ, then up-down Entire East Coast
- New proposals for Gulf of Maine

Gulf of Maine Powerline?



Cost of Power – Coming Down!



Sources: Univ. of Delaware Initiative on Offshore Wind, Bloomberg New Energy Finance

Economic Benefits



- **Maine Wind Plan Brings:**
 - \$20 Billion to State Economy
 - 16,700 New Jobs
 - Stops \$5 Billion in Energy Purchases Leaving State
- **Nationally (DOE):**
 - \$168 million fed. funding now
 - \$70 Billion/yr investment by 2030
 - 200,000 New Jobs

What They're Saying about Offshore Wind:

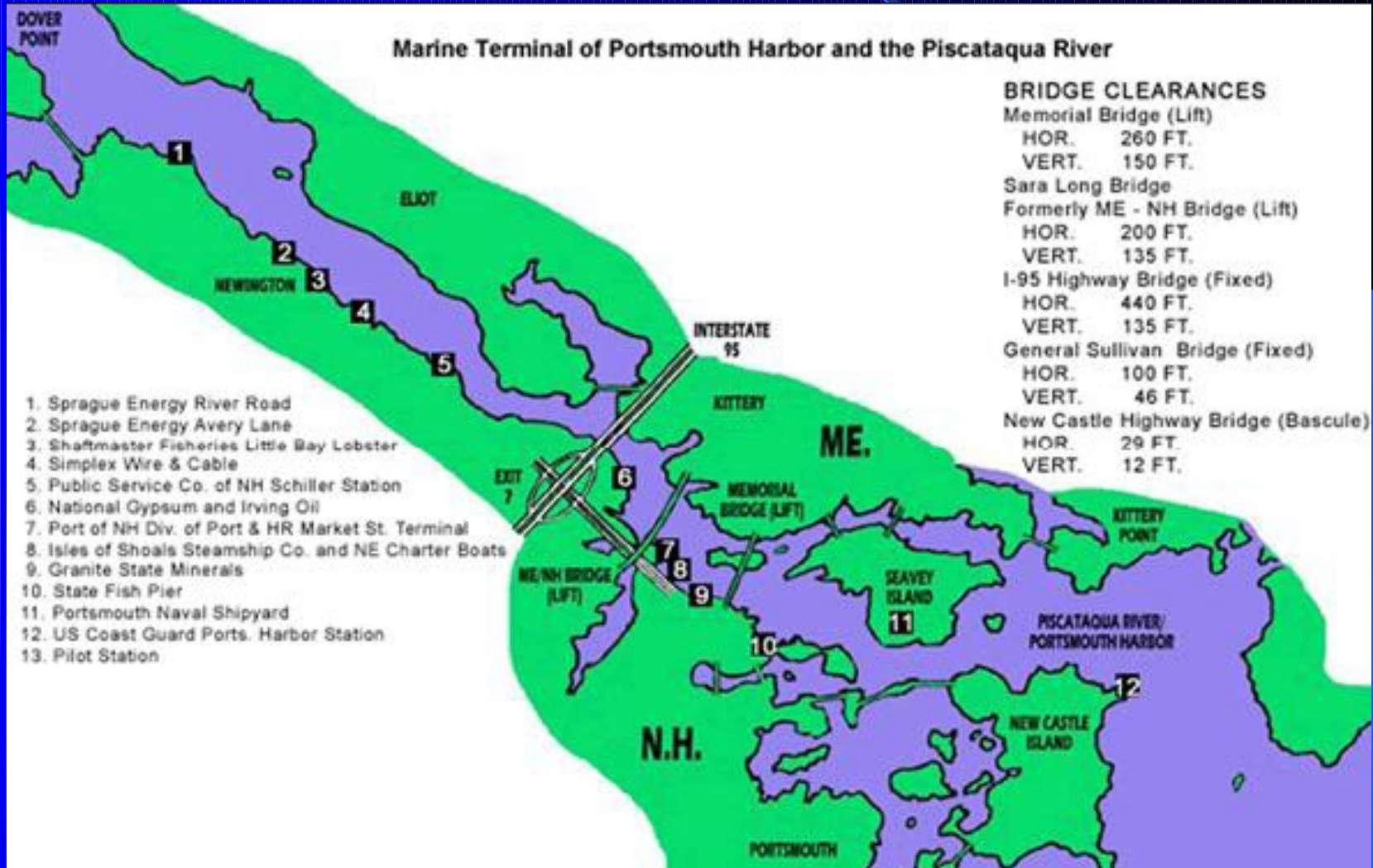
“The reality is, these are so large — no matter the design — that there is no way they can be delivered by road, by rail or by sea. They are going to be built on the shore, which is good news for Maine.”

Des FitzGerald, VP of business dev. for Principle Power Inc.

“In [the U.S. in] 2020, wind will be one of the most competitive power generation technologies, cheaper than coal and nuclear technologies and at least comparable to gas.”

Robert Clover, research director, Make Consulting

Existing Marine Facilities in Portsmouth Harbor



Wind Turbines Come to Portsmouth – June, 2011



Why Not The Other Way Around?

NH Legislative Study – 2014

Report of the
Committee to Study Offshore Wind Energy and the
Development of Other Ocean Power Technology

HB 1312 (Chapter 180, Laws of 2014)

Membership

Representative Robert Cushing, Chair	Senator Martha Fuller Clark
Representative Herbert Vadney	Senator Jeff Woodburn
Representative David Borden	Senator Russell Prescott

“The wind resource off of New Hampshire’s coast has the potential to generate significant amounts of electricity...”

“Offshore wind development has the potential to generate significant economic activity within Portsmouth Harbor, other coastal communities, and even communities farther inland.”

Recommends: Governor request BOEM to form a multi-state intergovernmental task force and stakeholder process

Toward a Sustainable Future



Next Steps:

- Build Broader Coalition of Interested Parties
- Engage Local Officials, Politicians and Business/Labor Leaders
- Press State/Federal Officials for Action

Wind Alliance for a Seacoast/Shipyard In Sustainable Transition (WindASSIST)



Members:

- Seacoast Anti-Pollution League
- SEAREI
- Seacoast Peace Response
- Portsmouth-Severodvinsk Connection
- NH Peace Action
- Peace Action Maine
- NH 350.org
- NH Sierra Club

Funded in part by:

NE Grassroots Environmental Fund
Anne Slade Frey Charitable Trust

For more info/questions/comments

Contact: dbogen@metrocast.net