

THIS LEASE AGREEMENT dated as of January 10, 201~~2~~³ (the "Lease"), is by and among the City of Portsmouth (the "City"), a municipal corporation organized and existing under the laws of the State of New Hampshire and having a principal place of business at 1 Junkins Avenue, Portsmouth, New Hampshire; the Trustees of Trust Funds (the "Trustees"), to the extent the Trustees are lawfully authorized by the City of Portsmouth to administer the operation of Prescott Park, of the City of Portsmouth with a mailing address of P.O. Box 1103 Portsmouth, New Hampshire 03802-1130; and Prescott Park Arts Festival ("PPAF") a non-profit corporation organized under the laws of New Hampshire, and having a principal place of business of P.O. Box 4370, Portsmouth, NH 03802-4370, collectively (the "Parties").

WHEREAS the City of Portsmouth owns property along Marcy Street known as Prescott Park (the "Park"), the operation of the Park being administered by the Trustees, operating under the authority of the Portsmouth City Council;

WHEREAS pursuant to an agreement with the Trustees entitled "Agreement Between the Trustees of Trust Funds of the City of Portsmouth and the Prescott Park Arts Festival" and known as the Operating Agreement,, attached as **Exhibit A**, PPAF has use of a certain concession stand, merchandise booth, deck, stage and offices located in Prescott Park for purposes of fulfilling PPAF's mission;

WHEREAS the mission of PPAF is to provide quality family entertainment, promote artistic excellence in the community and maintain quality presentations of both entertainment and educational events and, by way of furthering this objective, the parties acknowledge the importance of the development and maintenance of a cooperative relationship to achieve the stated objective for the benefit of the community;

WHEREAS the existing concession stand and public restrooms are in need of improvements ("Improvements") and PPAF and the City are prepared to participate jointly in the funding of the work; see attached as **Exhibit B** a schematic/conceptual plan of those Improvements;

WHEREAS the City is prepared to contribute \$200,000 towards the costs associated with the Improvements and PPAF will be responsible for all other costs associated with the Improvements, estimated to total \$430,000;

WHEREAS the Improvements will be managed by the City as a municipal project to include bidding, bid review, award and construction oversight; and

WHEREAS PPAF has obtained approval from the Historic District Commission and the Planning Board for such Improvements.

NOW THEREFORE the Parties agree as follows:

1. Lease of Premises and Duration: The City hereby leases the concession stand, as existing and as improved which improvement includes a second floor, (hereinafter the "Premises") to PPAF upon the terms and conditions of this Lease. The lease shall be for twenty five (25) years; commencing on the date entered above.
2. Consideration: As consideration of the lease of the Premises, PPAF shall:
 - (a) Pay for all costs associated with the Improvements less the City contribution of described in paragraph 3. To that end, PPAF shall provide \$230,000 to the City by March 15, 2013 for purposes of funding the construction of the Improvements.
 - (b) The Parties will mutually agree as to the appropriate party to obtain all necessary local and state permits and approvals.
 - (c) PPAF will engage and pay for the appropriate architectural and engineering consultants to finalize plans for the City's review and approval. Representatives of PPAF, the City and the Trustees shall meet and participate as necessary with the appropriate architectural and engineering consultants as plans are finalized for the City's review and approval.
3. City's Participation in Improvements: The City shall contribute \$200,000 to the Improvements. The City will manage the Improvements as a municipal project with all work to be completed by May 1, 2014 PPAF shall participate in the oversight of the construction of the Improvements and shall timely review all work and invoices as requested by the City.
4. Renewal Terms: Within 1 year prior to expiration of the lease, in the event that PPAF is not in breach of the Lease, the City, the Trustees and PPAF shall enter into negotiations for a renewal of the lease and shall use its best efforts to conclude such negotiations six months prior to the termination of the lease. Nothing in this section shall require the City to provide the same terms and conditions as this Lease.
5. Maintenance and Modifications by PPAF:
 - (A) During the lease term, the maintenance responsibilities shall be as follows:
 - (1) Concession Stand: PPAF shall at its own expense keep the concession stand in a safe and clean condition and perform all operational maintenance within the building including without limitation all: 1) internal heating, plumbing, lighting, insulation, grease trap maintenance, ventilation, and equipment; and 2) cosmetic features such as paint and flooring; and 3) minor structural features such as windows and doors. Such operational maintenance does not include repairs to remedy damage caused by vandalism, weather event or other loss covered by the City's property insurance to extent insurance proceeds are available to cover such loss. Any deductible from such covered event will be the responsibility of PPAF.

- (2) PPAF shall be responsible for cleaning and stocking the bathrooms from May 1 to September 30 and at such other times when PPAF holds a performance or function prior to May 1 or subsequent to September 30. The City shall be responsible for cleaning and stocking during the remainder of the year. The Trustees and/or the City shall otherwise be responsible for repairing and maintaining the public restrooms.
- (3) To the extent that some repair or maintenance need impacts both the concession stand and the public restrooms, the costs associated therewith shall be equitably apportioned.

(B) After the Improvements are constructed, no further internal or external capital improvements are anticipated. Should PPAF wish to undertake additional improvements, PPAF shall: obtain the advance written consent of the City and Trustees; obtain all permits and approvals from all local, state and federal agencies as may be required prior to any construction, additions, modifications or improvements; and provide the City with copies of plans, studies, construction drawings, engineering studies and related documents that may be developed by PPAF for the Premises. All such additions, modifications or improvements, whether made by PPAF or the City, shall become a part of the Premises.

(C) PPAF may install additional machinery, equipment or other personal property which if attached or affixed to the Premises, such machinery, equipment or other personal property shall become the property of the City unless the City otherwise agrees in writing. With advance written consent of the City, PPAF may remove or permit the removal of such machinery, equipment and other personal property from the Premises, provided that any such removal of machinery, equipment or other personal property does not adversely affect the structural integrity or operation of the Premises. If any damage is occasioned to the Premises by such removal, PPAF agrees to promptly repair such damage at its own expense.

6. Damage or Destruction of the Premises: If the Premises shall be damaged or destroyed (in whole or in material part) at any time during the Lease term, the City shall have no obligation to repair, replace or restore the Premises if the cost for such replacement is not substantially covered by insurance or third parties; and the City may exercise its right to terminate this Lease.

7. Utilities: As part of final design and construction, provision shall be made for sub-metering utilities for the public restrooms and the leased Premises. PPAF shall be responsible for reimbursing the City/Trustees for utilities associated with its use of the Premises

8. Insurance Required: Throughout the Lease term, PPAF shall, at its sole cost and expense, maintain such liability insurance as required in the Operating Agreement as it may from time-to-time be amended. PPAF shall also carry such worker's compensation insurance as may be required by the State of New Hampshire covering loss resulting from injury, sickness, disability or death of employees of PPAF. Property insurance for the Premises will be carried by the City. PPAF shall be responsible for insuring its personal property.

9. Taxes: During the term of this Lease Agreement, PPAF may apply for an exemption as provided under RSA 72:23. Provided that PPAF meets the test for charitable use set forth in RSA 72:23(I), no taxes shall be due. PPAF shall provide documentation to the City's Assessor annually by April 15th of each year and as may be reasonably requested to establish charitable use.

In the event that PPAF does not meet the test for charitable use set forth in RSA 72:23 (I) for any given year in the lease term, and taxes/payments in lieu of taxes are assessed, then PPAF shall have the right, but not the obligation, to terminate the lease after providing a two (2) month written notice to the City. The taxes due shall be pro-rated to the date of termination of the Lease.

10. No Warranty of Condition or Suitability by City: The City and the Trustees make no warranty, either express or implied, that the Premises is or will be suitable for PPAF's purposes or needs. PPAF assumes the Premises as is and the City and Trustees shall have no responsibility for the abatement of any hazardous materials or conditions on the property except as may be required under state and federal law.

11. Hold Harmless Provisions: PPAF agrees to hold harmless, defend and indemnify the City and Trustees and their agents and employees from and against any and all liability for loss or damage to property or injury to or death of any and all persons arising, directly or indirectly, from this Lease. The obligations of PPAF pursuant to this paragraph shall remain in full force and effect after the termination of this Lease until the expiration of the applicable statute of limitations during which a claim, cause of action or prosecution relating to the matters herein described may be brought and payment in full or the satisfaction of such claim, cause of action or prosecution.

12. Compliance with Orders and Ordinances: PPAF, throughout the Lease term, agrees that it will promptly comply with all statutes, codes, laws, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations and requirements, which now or at any time hereafter may be applicable to the Premises or PPAF's operations within the Premises. PPAF may in good faith contest the validity or the applicability of any requirement by appropriate legal proceedings conducted with due diligence. In such event, the City or Trustees may require PPAF to provide security satisfactory to the City.

13. Discharge of Liens and Encumbrances: PPAF shall not permit or create any lien upon the Premises or any part thereof by reason of any labor, services or materials rendered or supplied or claimed to be rendered or supplied.

14. Reservation of Rights: The City or Trustees may during the lease term install and maintain wireless, meter-reading or related technology for municipal or public uses. Should the City exercise such right, the City will coordinate such technology use with PPAF so as not to interfere with PPAF's operations.

15. Signage: PPAF shall not place banners or other signage without prior written approval from the City or Trustees, which approval shall not be unreasonably withheld. Such banners and

signage shall be subject to any and all local, state or federal regulations relative to signage.

16. Storage and Waste Disposal: PPAF shall not store materials outside of the Concession Stand. Waste and recyclable shall not be stored outside the Concession Stand except that such waste and recyclables may be placed outside for pick up and disposal at such time and location as may be agreed to by the parties.

17. Inspection and Access: At all times the City and Trustees shall have the right to enter and to inspect the Premises. PPAF shall have the responsibility for securing the Premises. PPAF shall provide to the authorized representatives of the City and the Trustees such keys, security codes or other means to access the Premises.

18. No Assignment or Sublet: PPAF may not assign or sublet, in whole or in part, any interest in the Premises or the Lease without the written consent of the City.

19. Events of Default: The following shall be an "Event of Default" under this Lease:

- (a) The failure by PPAF to observe or perform any obligation or covenant of the Lease subject to applicable cure periods;
- (b) The failure by PPAF to maintain in effect an Agreement with the Trustees, such as the currently existing Operating Agreement, which permits PPAF to conduct activities in Prescott Park as assumed by this Lease the City may rely on the representations of the Trustees with regard to the effectiveness of any Agreement.
- (c) The dissolution or liquidation of PPAF; the failure by PPAF generally to pay its debts as they become due; an assignment by PPAF for the benefit of creditors (excepting such security interests entered into during the normal course of business); the commencement by PPAF (as the debtor) of a case in bankruptcy or any proceeding under any other insolvency law; the commencement of a case in bankruptcy or any proceeding under any other insolvency law against PPAF (as the debtor) or PPAF consents to or admits the material allegations against it in any such case or proceeding; or a trustee, receiver or agent (however named) is appointed or authorized to take charge of substantially all of the property of PPAF for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of creditors;
- (d) PPAF fails or ceases to meet the purposes of the non profit corporation; and/or
- (e) PPAF fails to meet the terms or conditions for receipt of any federal, state or local funding sources.

20. Remedies on Default:

(a) Whenever any Event of Default shall have occurred, and has not been cured within thirty (30) days of written notice of default, the City may take any one or more of the following steps: declare to be immediately due and payable any amounts due; take any action to cure the Event of Default; terminate this Lease; secure possession of the Premises including all Improvements paid for in whole or in part by PPAF; and take any other action at law or in equity which it deems necessary or desirable to enforce or secure the obligations due by PPAF.

(b) Whenever any Event of Default presents a risk to be public or is based on PPAF's failure to abide by the Operating Agreement as it may from time to time be amended, the City may suspend PPAF's operation of the concession stand may be curtailed, limited or suspended in its entity during the cure period described in paragraph 19 (a)

(c) No action taken pursuant to this section (including repossession of the Premises) shall constitute a waiver or relieve PPAF from its Lease obligations.

(d) After an Event of Default shall have occurred, PPAF shall have the right upon notice to the City to enter the Premises with agents or representatives of the City to remove any equipment or other personalty owned by PPAF if such equipment or personalty is not part of the Premises.

21. Force Majeure: If by reason of force majeure any party shall be unable in whole or in part to carry out its obligations under this Lease, and if such party shall give written notice of such force majeure to the other parties within a reasonable time after the occurrence of the event or cause relied upon, such obligations in so far as they are affected by such force majeure, shall be suspended during continuance of the inability and such reasonable time for the removal of the effect thereof. The term "force majeure" includes, without limitation: acts of God; strikes or lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, or governmental subdivisions; insurrections, riots or other civil disturbances; landslides, lightning, earthquakes, fire, hurricanes, floods and other natural disasters; shortages of labor, energy or materials or delays of carriers; partial or entire failure of utilities; or any other cause or event not reasonably within the control of the party claiming such inability and not due to its fault. The party claiming such inability shall remove the cause for the same with all reasonable promptness. It is agreed that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the party having difficulty, and the party having difficulty shall not be required to settle any strike, lockout and other industrial disturbances by acceding to the demands of the opposing party or parties.

22. Surrender of Premises: At the end of the lease term, the Premises shall be surrendered to the City in good order and broom clean. Reasonable wear and tear accepted with all alterations, decorations and improvements that may have been made to the Premises becoming the property of the City.

23. Notices: All notices and other communications hereunder shall be in writing and shall be either delivered personally or sent by certified mail, postage prepaid, return receipt requested, addressed as follows or to such other address as any party may specify in writing to the other:

To the City:

City Manager
1 Junkins Avenue
Portsmouth, New Hampshire 03801

With a copy to:

City Attorney
1 Junkins Avenue
Portsmouth, New Hampshire 03801

To:

Trustees of Trust Funds
Chair of the Trustees
P.O. Box 1103
Portsmouth, NH 03801

To:

Prescott Park Arts Festival
P.O. Box 4370
Portsmouth, New Hampshire 03802-4370

24. Miscellaneous Provisions:

- (a) Severability: In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- (b) Amendments, Changes and Modifications: This Lease may not be amended, changed, modified, altered or terminated except in a writing executed by the parties hereto.
- (c) Applicable Law: This Lease shall be governed by the laws of the State of New Hampshire without regard or reference to its conflict of laws principles.

25. Non-Recourse: Notwithstanding any provision hereof to the contrary, or any other express or implied agreement among the Parties, or any act or course of conduct hereunder, the obligations of the parties set forth herein shall solely be those of the entities named in the first paragraph of this Lease. No Councilor, Trustee, Director, employee or agent shall have any personal liability whatsoever under this Lease.

IN WITNESS WHEREOF, the City, the Trustees and PPAF have caused this Lease to be executed in their respective names by their duly authorized officers, all as of the date first written above.

THE CITY OF PORTSMOUTH

PRESCOTT PARK ARTS FESTIVAL

By: [Signature]
John P. Bohenko, City Manager

By: Cassandra M. Hennequin
Name: Cassandra Hennequin, Board Preside

Authorized by vote of the City Council on 9-19-12.

Authorized by vote of PPAF on 12-18-12

TRUSTEES OF TRUST FUNDS

[Signature]
Phyllis Eldridge, Chairperson

Authorized by vote of the Trustees of Trust Funds on 1-10-13

STATE OF NEW HAMPSHIRE: ss.
COUNTY OF ROCKINGHAM

On this 9 day of November, 2012, before me, Suzanne Woodland a Notary Public in and for said County and State, personally appeared John P. Bohenko, personally known to me (on the basis of satisfactory evidence) to be the City Manager of the City of Portsmouth and on oath stated that he was authorized to execute this instrument and acknowledged it to be his free and voluntary act for the uses and purposes set forth herein.

[Signature]
Notary Public in and for said County and State
Printed Name: Suzanne Woodland
My commission expires: 12-1-12

AGREEMENT BETWEEN THE TRUSTEES OF TRUST FUNDS OF THE CITY OF PORTSMOUTH AND THE PRESCOTT PARK ARTS FESTIVAL

This agreement is entered into between the Trustees of Trust Funds (hereinafter "Trustees") of the City of Portsmouth, with a principal place of business at Water Street, Portsmouth, New Hampshire and a mailing address at P.O. Box 1103, Portsmouth New Hampshire 03802-1103 and the Prescott Park Arts Festival (hereinafter "PPAF") with a principal place of business at Portsmouth, New Hampshire and a mailing address at P.O. Box 4370, Portsmouth New Hampshire 03802-4370.

WHEREAS, the Trustees, operating under the authority of the Portsmouth City Council, administer the operation of Prescott Park (hereinafter "the Park") located on Marcy Street in the City of Portsmouth; and

WHEREAS the Trustees desire to have PPAF direct artistic and cultural events in the Park on behalf of the Trustees and the City; and

WHEREAS, the Trustees desire to engage the services of PPAF for the purposes contained herein; and

WHEREAS, PPAF desires to perform the services described herein;

NOW THEN the Trustees and PPAF agree as follows:

PERFORMANCES

1. During the term of this agreement PPAF shall be the sole entity provided with authority from the Trustees to schedule performances or cultural events within the Park and on the stage located within the Park.
2. At least 14 (fourteen) days prior to the scheduling of any performance or cultural event in the Park or on the stage, PPAF shall provide the Trustees and the Park Supervisor with written notice of the event to be scheduled, and the Trustees and the Park Supervisor shall have the complete authority to determine whether or not such performance shall occur. PPAF shall provide one (1) notice of the combined series of events collectively called "The Prescott Park Arts Festival", which notice shall be provided to the Trustees and the Park

Supervisor at least ninety (90) days before the commencement of the first event. PPAF shall not advertise for any event until that event has been approved by the Trustees and the Park Supervisor .

3. It is anticipated by this agreement that PPAF shall schedule the following types of performances and cultural events:
 - a. Musical concerts
 - b. Theater performances
 - c. Dance performances
 - d. Theater classes
 - e. Up to three food festivals located within the Park as approved by the Trustees and the Park Supervisor
 - f. Movies
 - g. Such other performances or uses of the stage as may be authorized by the Trustees and the Park Supervisor.

THE STAGE

4. PPAF understands that the stage located in the Park is not a forum for public expression, but rather is strictly limited in use to artistic performances and cultural presentations as authorized by the Trustees and the Park Supervisor.
5. As such the stage may not be used by any party for any purpose other than as expressly authorized by the Trustees and the Park Supervisor.
6. No advertising or signage of any kind shall be placed on or near the stage, or the outside perimeter of the Park (lawns, fences et cetera) without specific authorization by the Trustees and the Park Supervisor.
7. All stage set construction shall be done in accordance with applicable municipal codes (e.g., electrical) and be subject to inspection by municipal inspectors.
8. At all times PPAF shall maintain the stage site in a clean and safe condition and subsequent to the end of "The Prescott Park Arts Festival", PPAF shall remove all site construction, remove all trailers, tents and leave the stage site in a clean and safe condition, and all the foregoing to be done all in a timely manner.
9. All vehicle loading and unloading, including materials, equipment, costumes, musicians instruments et cetera will be done to the rear of the stage from the parking lot, unless specific approval is given by the Park Superintendent.
10. PPAF shall maintain clear access in the vicinity of the stage during all performances sufficient for police vehicle or ambulance use.

THE PARK

11. PPAF recognizes the policy that the Park is to be maintained at all times as a place where members of the public may enjoy its use without charge. Except as expressly authorized by the Trustees and the Park Supervisor no money may be collected from anyone for any purpose within the Park.
12. Notwithstanding the foregoing, the Trustees authorize PPAF to solicit donations from the public. However, such donations must be collected in a manner, by signage or otherwise, which clearly informs the donors that their contribution is voluntary. Public access to and through the Park should not be hindered or restricted by gates, ropes or obstructions of any kind which prevent the public from utilizing the normal pathways through the Park or the fenced perimeter of the Park.
13. PPAF is not authorized to allow the placement of any signs or advertising anywhere within the Park without the prior express written approval of the Trustees and the Park Supervisor.
14. PPAF shall use best efforts to assist Park personnel in enforcing the rules of the Park, (e.g., no alcohol, no dogs, no outside vendors or soliciting, and no public expression outside of the public forum areas).

CONCESSION STAND

15. The Trustees authorize PPAF to operate the concession stand within the Park and to sell food and merchandise at that location. PPAF shall have the authority to determine what items are to be sold at that concession stand and what amount is to be charged for the sale of such items. All concession stand revenues shall remain with PPAF.
16. PPAF shall at all times during its events maintain the concession stand and the area surrounding it in a clean and safe condition and shall keep the bathrooms in a clean condition with bathroom items stocked. The concession stand and bathrooms shall be secured when not in use. The obligations under this provision shall apply whenever the concession stand is utilized by either PPAF or any entity operating under the authority of PPAF.
17. The concession stand shall be operated under such terms and conditions as may be established by the City Council, City Manager or the Trustees.

PROPERTY TO BE USED AND OCCUPIED BY PPAF

18. In the performance of its responsibilities under this agreement, PPAF shall have the right, in conjunction with the Trustees, to use and occupy the following properties;
- a. The Concession Stand
 - b. The Stage (as limited by this agreement)
 - c. The third floor of the Shaw Building, which may be used for the storage of items related to artistic performances.
 - d. The second floor offices located in the Shaw Building used by PPAF at the time that this agreement is entered.
 - e. Four trailers behind the main stage for storage purposes in support of artistic performances which might occur on the stage.
 - f. Temporary structures in the vicinity of the stage in order to accommodate dressing rooms, the storage of materials and storage of equipment related to performances which may occur on stage.
 - g. A trailer behind the concession stand for food storage purposes.
 - h. The first and second floor of the Sheafe Warehouse.
 - i. The sound building.
 - j. The newly constructed support building scheduled for occupancy in June 2012 (see building permit #: 2011-00820).
 - k. The 4' x 4' storage building.
 - l. The existing deck of approximately 20' x 100' located next to the merchandise which may be used by PPAF for paid reserved seating purposes.

All property used or occupied by PPAF shall be kept in a clean, neat and sanitary condition at all times.

19. Each year the Trustees and PPAF shall conduct good faith negotiations to address shared park operating costs. For purposes of this provision the term park operating costs shall mean:
- a. Direct occupancy costs paid by Trustees, such as utilities, repairs and maintenance attributable to PPAF.
 - b. Indirect costs paid by Trustees as a result of crowds brought to the park by PPAF, such as consumable supplies, repairs and maintenance to park property and utility consumption.
 - c. Park staff time required to support PPAF activities.

OTHER PPAF ACTIVITIES

20. Beyond artistic performance, PPAF is specifically authorized to perform the following functions at such dates, times and place as may be approved by the Trustees and the Park Supervisor:
- a. PPAF may conduct a juried art show on the ground floor of the Sheafe Warehouse in conjunction with the New Hampshire Art Association.
 - b. PPAF may conduct a one day art exhibit outdoors in the Park.
 - c. PPAF may conduct a Chili Festival, which may include a participation fee.
 - d. PPAF may conduct a Chowder Festival, which may include a participation fee.
 - e. In conjunction with the Friends of the South End (FOSE) PPAF may conduct the so-called "Fairy House Tours".

TERM

21. The term of this agreement shall commence upon its completed execution and be automatically renewed, on a year to year basis, unless amended by the parties. Either party may terminate this agreement without cause by providing sixty (60) days notice to the other party.

INSURANCE AND FINANCES

22. PPAF shall maintain at all times during the term of this agreement general liability insurance in a coverage amount of at least \$2,000,000.00 per occurrence naming the City of Portsmouth and the Trustees of Trust Funds as additional insureds, certificates indicating the existence of such insurance shall be kept on file at all times in the office of the City Attorney of the City of Portsmouth.
23. Financial Books and records of PPAF shall be open for review at all times by the Trustees upon reasonable notice to PPAF.
24. At any time during the term of this agreement on request of the Trustees PPAF shall provide the Trustees with a full accounting of all income and expense, including donations, sponsorships, and income of any form received by PPAF for the prior calendar year.
25. PPAF shall adopt a cash handling policy meeting the approval of the Trustees, which policy shall be in place prior to the commencement of the summer of 2009 performances, and which policy shall not be modified or amended without the written approval of the Trustees.

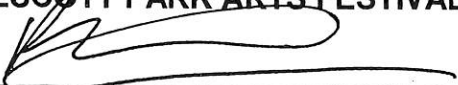
26. At the close of the performance season, PPAF shall provide the Trustees with complete annual financial statements reflecting all financial activities of PPAF.

MISCELLANEOUS

27. PPAF recognizes that the Trustees and Park management schedule use of the Park for weddings, dock reservations, public forum area events and Four Tree Island events and PPAF shall make whatever reasonable accommodations are necessary to allow those scheduled items to occur without interference.
28. Neither this agreement nor any of the authority granted under it shall be transferrable or assignable in any way by PPAF.
29. This agreement may be terminated by the Trustees at any time it is determined by the Trustees in the exercise of reasonable judgment that PPAF has operated in breach of its terms.
30. This agreement describes the entire relationship between the Trustees, the Park Supervisor and PPAF. PPAF shall have no authority to conduct any activity not specifically authorized herein.
31. In interpretation of this agreement the parties recognize that the Trustees and the Park Supervisor authorize PPAF to operate during the currently scheduled season in a manner generally consistent with the operation of PPAF in past seasons.
32. PPAF understands that the Park Supervisor represents the Trustees in all matters connected with the Park and with the administration of this agreement and that he/she speaks with the authority of the Trustees on these matters. To facilitate communication the Executive Director or his/her designee of PPAF and the Park Supervisor shall hold weekly meetings during the summer season of PPAF and other meetings to be scheduled on the call of the Park Supervisor for the purpose of addressing any issues of concern to either PPAF or the Park Supervisor.
33. Every year, prior to the commencement of summer activities by PPAF, there shall be a meeting held between the full Board of Directors of PPAF and the Trustees of Trust Funds for the purpose of considering all matters of mutual concern.

PRESCOTT PARK ARTS FESTIVAL

Dated: 07/23/12



Ben Anderson, Executive Director

Dated: 07/23/12



Sandi Hennequin, President

As authorized by the PPAF Board of Directors on
June 19, 2012.

Accepted by the Trustees of Trust Funds.

Dated: 8-7-12




Phyllis Eldridge

Dated: 8/8/12



Dana Levenson

Dated: 8/8/2012



Thomas R. Watson

Approved by vote of the City Council on
9/4/12, 2012.

PRESCOTT PARK: PAVILION BUILDING

PORTSMOUTH-NEW HAMPSHIRE

ARCHITECTURE:

McHENRY ARCHITECTURE PLLC
4 MARKET STREET
PORTSMOUTH, NEW HAMPSHIRE 03801
PHONE: 603-430-0274

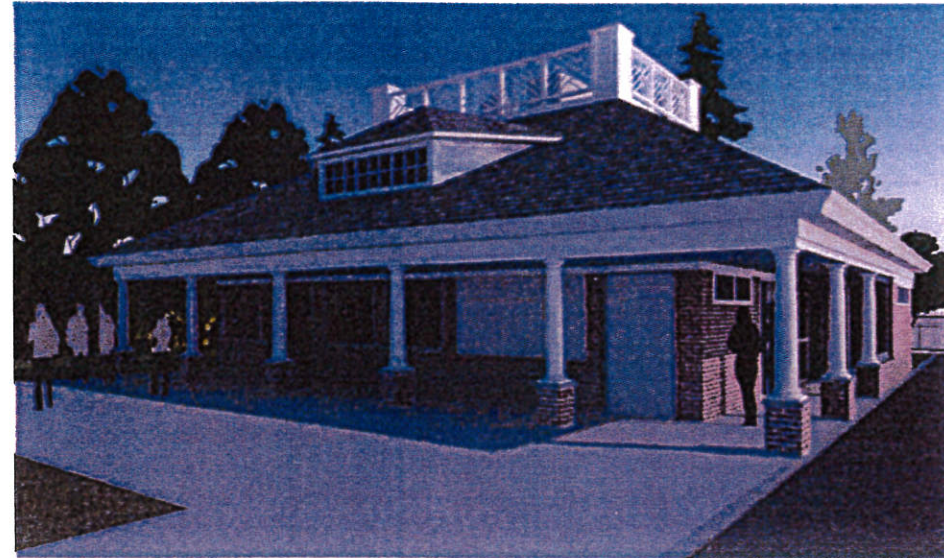
CIVIL ENGINEER:

CMA ENGINEERS
35 BOW STREET
PORTSMOUTH, NEW HAMPSHIRE 03801
PHONE: 603-431-6196

MECHANICAL, ELECTRICAL, AND PLUMBING ENGINEER:

SEACOAST CONSULTING ENGINEERS, LLC
261 JENNIE LANE
ELIOT, MAINE
PHONE: 207-370-7230

Prescott Park
Pavilion Building
Portsmouth, NH



LIST OF DRAWINGS

ARCHITECTURAL

- T1 LIST OF DRAWINGS, ABBREVIATIONS, LEGEND, & GENERAL NOTES
- T2 CODE REVIEW, WALL TYPES & MOUNTING HEIGHTS
- T3 SCHEDULES
- A1 FLOOR PLANS & DEMOLITION PLAN
- A2 ROOF & KITCHEN EQUIPMENT PLAN
- A3 REFLECTED CEILING PLANS
- A4 ELEVATIONS
- A5 BUILDING SECTIONS
- A6 BUILDING SECTIONS
- A7 BUILDING SECTIONS
- A8 BUILDING SECTIONS
- A9 BUILDING SECTIONS
- A10 WALL SECTIONS
- A11 WALL SECTIONS

CIVIL

- C1 EXISTING CONDITIONS PLAN
- C2 PROPOSED SITE PLAN

STRUCTURAL

- S1 FOUNDATION & FRAMING PLANS

ELECTRICAL

- E1 ELECTRICAL SYMBOLS, LEGEND, NOTES, LIGHTING SCHEDULE
- E1A SPECIFICATIONS, SCOPE OF WORK, UTILITY SERVICES RISER DIAGRAM
- E2 POWER, FIRE ALARM & TEL/DATA RISER DIAGRAMS, GROUNDING DIAGRAM
- E3 MECHANICAL CIRCUIT SCHEDULES, TYPICAL DEVICE MOUNTING HEIGHTS DETAIL
- E4 PAVILION 1ST & 2ND FLOOR PLANS - POWER & TELE/DATA
- E5 PAVILION 1ST & 2ND FLOOR - RCP -LIGHTING
- E6 SUPPORT BUILDING PLAN - POWER & LIGHTING
- E7 SUPPORT BUILDING PLAN & PAVILION - FIRE ALARM
- ESITE SITE PLAN - ELECTRIC UTILITIES

MECHANICAL

- M1 FIRST, SECOND & ROOF PLANS & NOTES
- M2 VENTILATION DETAILS & SCHEDULES

PLUMBING

- P1.0 PLUMBING LEGENDS, ABBREVIATIONS AND SCHEDULES
- P1.1 PLUMBING PLANS AND SCHEDULE
- P1.2 PLUMBING PLAN AND SPECIFICATIONS
- P1.3 PLUMBING PLAN AND RISER DIAGRAM

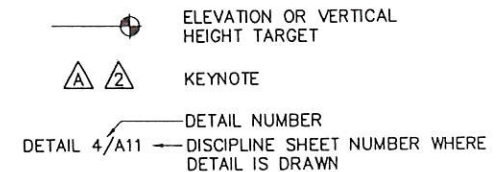
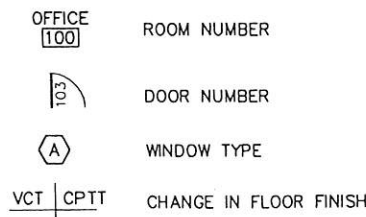
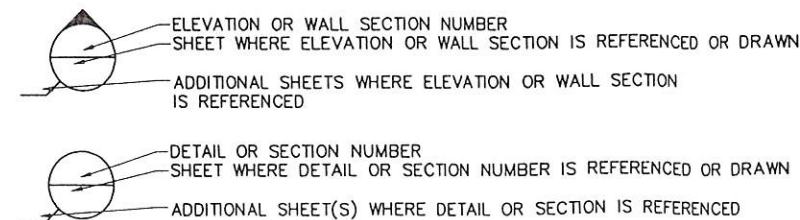
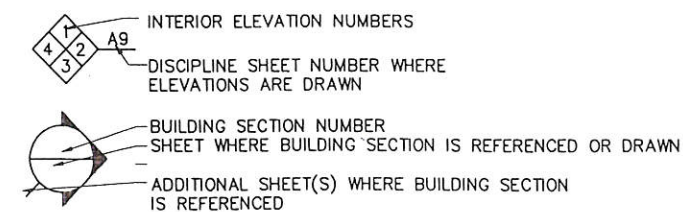
ABBREVIATIONS:

3D	THREE DIMENSIONAL	INSUL	INSULATION, INSULATED
&	AND	INT	INTERIOR
@	AT	LB	POUND
A/V	AUDIO VISUAL	LIN	LINEAR
±	PLUS OR MINUS	MAT	MATERIAL
∠	STEEL ANGLE	MAX	MAXIMUM
ALUM, AL	ALUMINUM	MDF	MEDIUM DENSITY FIBER BOARD
AFF	ABOVE FINISHED FLOOR	MECH	MECHANICAL
APPROX	APPROXIMATE	MFR	MANUFACTURER
ASST	ASSISTANT	MIN	MINIMUM
BD	BOARD	MO	MASONRY OPENING
BL	BORROWED LIGHT	MR	MOISTURE RESISTANT
BLDG	BUILDING	MTD	MOUNTED
BF	BARRIER FREE	MTL	METAL
BSMT	BASEMENT	NAT	NATURAL
CLG	CEILING	NIC	NOT IN CONTRACT
CL	CENTERLINE	NO, #	NUMBER
CL	CLEAR	NTS	NOT TO SCALE
CL	CLOSET	OC	ON CENTER
CMU	CONCRETE MASONRY UNIT	OD	OUTSIDE DIAMETER
CO	CLEANOUT	OH	OPPOSITE HAND
COL	COLUMN	OPP	OPPOSITE
CONF	CONFERENCE	OSB	ORIENTED STRAND BOARD
CONT	CONTINUOUS	PLUMB	PLUMBING
CONC	CONCRETE	PLYWD	PLYWOOD
COORD	COORDINATE	PLAM	PLASTIC LAMINATE
CORR	CORRIDOR	PREFAB	PREFABRICATED
CPT	CARPET	PT	PRESSURE TREATED
CPTT	CARPET TILE	PNT	PAINT
CRK	CORK	RB	RUBBER BASE
CT	CERAMIC TILE	RCB	RUBBER COVE BASE
CTB	CERAMIC TILE BASE	RCP	REFLECTED CEILING PLAN
DIA	DIAMETER	RD	ROOF DRAIN
DN	DOWN	REINF	REINFORCED
DS	DOWNSPOUT	RM	ROOM
DWG(S)	DRAWING(S)	RO	ROUGH OPENING
EA	EACH	S	SOUTH
EJC	EXPANSION JOINT COVER	SS	STAINLESS STEEL
ELEC	ELECTRICAL	SCH	SCHEDULE
ELEV, EL	ELEVATION	SF	SQUARE FEET
EQ	EQUAL	SIM	SIMILAR
EQUIP	EQUIPMENT	SQ	SQUARE
EXIST	EXISTING	SS	STAINLESS STEEL
EXT	EXTERIOR	STL	STEEL
FD	FLOOR DRAIN	STN	STAIN
FDN	FOUNDATION	STOR	STORAGE
FIN	FINISH	STRUCT	STRUCTURAL, STRUCTURE
FF	FINISH FLOOR	SYS	SYSTEM
FL, FLR	FLOOR	TEL	TELEPHONE
GA	GAUGE	TOC	TOP OF CURB
GLAZ	GLAZING	TOS	TOP OF STEEL
GYP	GYPSPUM	TYP	TYPICAL
GYP BD	GYPSPUM BOARD	VTR	VENT THROUGH ROOF
HDWD	HARDWOOD	VERT	VERTICAL
HDWR, HDW	HARDWARE	VIF	VERIFY IN FIELD
HM	HOLLOW METAL	W/	WITH
HORIZ	HORIZONTAL	WB	WHITE BOARD
HP	HIGH POINT	WD	WOOD
HSS	HOLLOW STRUCTURAL SECTION	WT	WEIGHT
IN	INCH		
HR	HOUR		

GENERAL CONSTRUCTION NOTES:

1. WORK INCLUDED IN THIS CONTRACT SHALL CONFORM TO STATE, NATIONAL AND OTHER CODES AND ORDINANCES WHICH APPLY TO THIS PROJECT.
2. VERIFY EXISTING CONDITIONS AND DIMENSIONS AND REPORT DISCREPANCY(IES) TO THE ARCHITECT. THE CONTRACTOR SHALL PROCEED WITH THE WORK ONLY AFTER THE DISCREPANCY(IES) HAS/HAVE BEEN RESOLVED BY THE ARCHITECT.
3. DIMENSIONS ARE FROM FACE OF FRAMING TO FACE OF FRAMING UNLESS NOTED OTHERWISE. DIMENSIONS INDICATED AS "CLEAR" SHALL MAINTAIN A CLEAR OPENING WIDTH FROM FACE OF FINISHES.
4. WORK FROM GIVEN DIMENSIONS AND LARGE SCALE DETAILS ONLY. DO NOT SCALE DRAWINGS.
5. ROOM NUMBERS ON PLANS ARE FOR REFERENCE ONLY AND MAY NOT CORRESPOND TO ACTUAL ROOM NUMBERS AT THE SITE.
6. THE LOCATION OF DOOR OPENINGS NOT DIMENSIONED SHALL BE 6" FROM ADJACENT WALL (FACE OF FRAMING TO ROUGH OPENING).
7. PROVIDE BLOCKING BEHIND SURFACE APPLIED FIXTURES, TRIM, GRAB BARS, SHELVES, CHAIR RAILS, PICTURE RAILS, WOOD TRIM AND BASE, AND OTHER ACCESSORIES WHEN MOUNTED ON STUD WALLS.
8. OVERLAP AIR AND WATER BARRIER 1'-0" (MIN) AT CORNERS, SPLICES, JOINTS AND WITH ROOF VAPOR BARRIER.
9. PERMITS ARE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE COORDINATED WITH THE LOCAL BUILDING OFFICIALS.

LEGEND



McHENRY ARCHITECTURE

4 Market Street
Portsmouth, New Hampshire
603.430.0274



PROJECT NAME: Prescott Park Pavilion Building Portsmouth, NH
PROJECT NO.: 10014
DRAWN BY: JU
APPROVED BY: SMcH
ISSUE DATE: 16MAR2012
DRAWING NAME: LIST OF DRAWINGS, ABBREVIATIONS, LEGEND & GENERAL NOTES

SCALE: 1/4" = 1'-0"
DRAWING NO.: T1

Prescott Park Pavilion Building
Portsmouth, NH

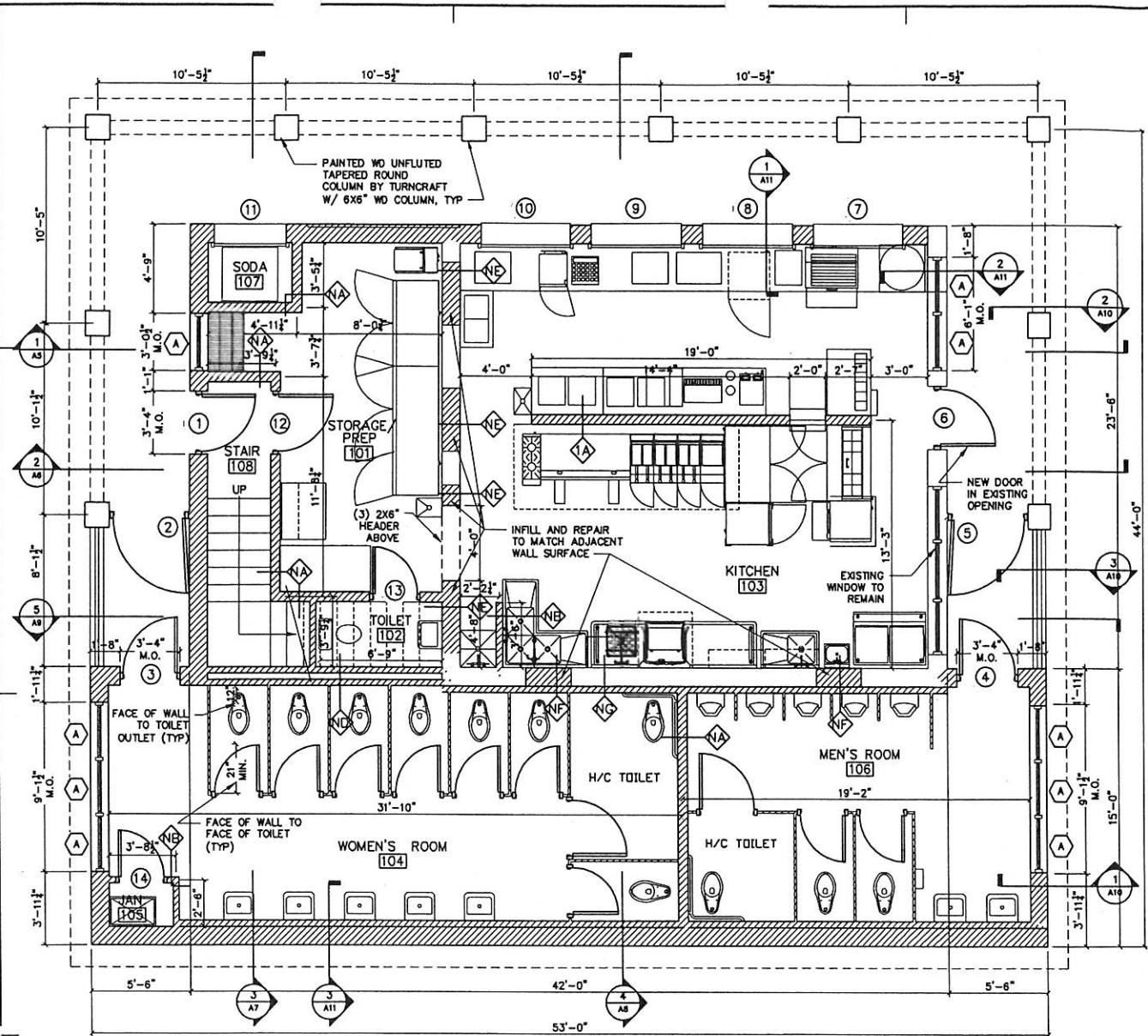
McHENRY ARCHITECTURE
4 Market Street
Portsmouth, New Hampshire
603.430.0274



REVISIONS:

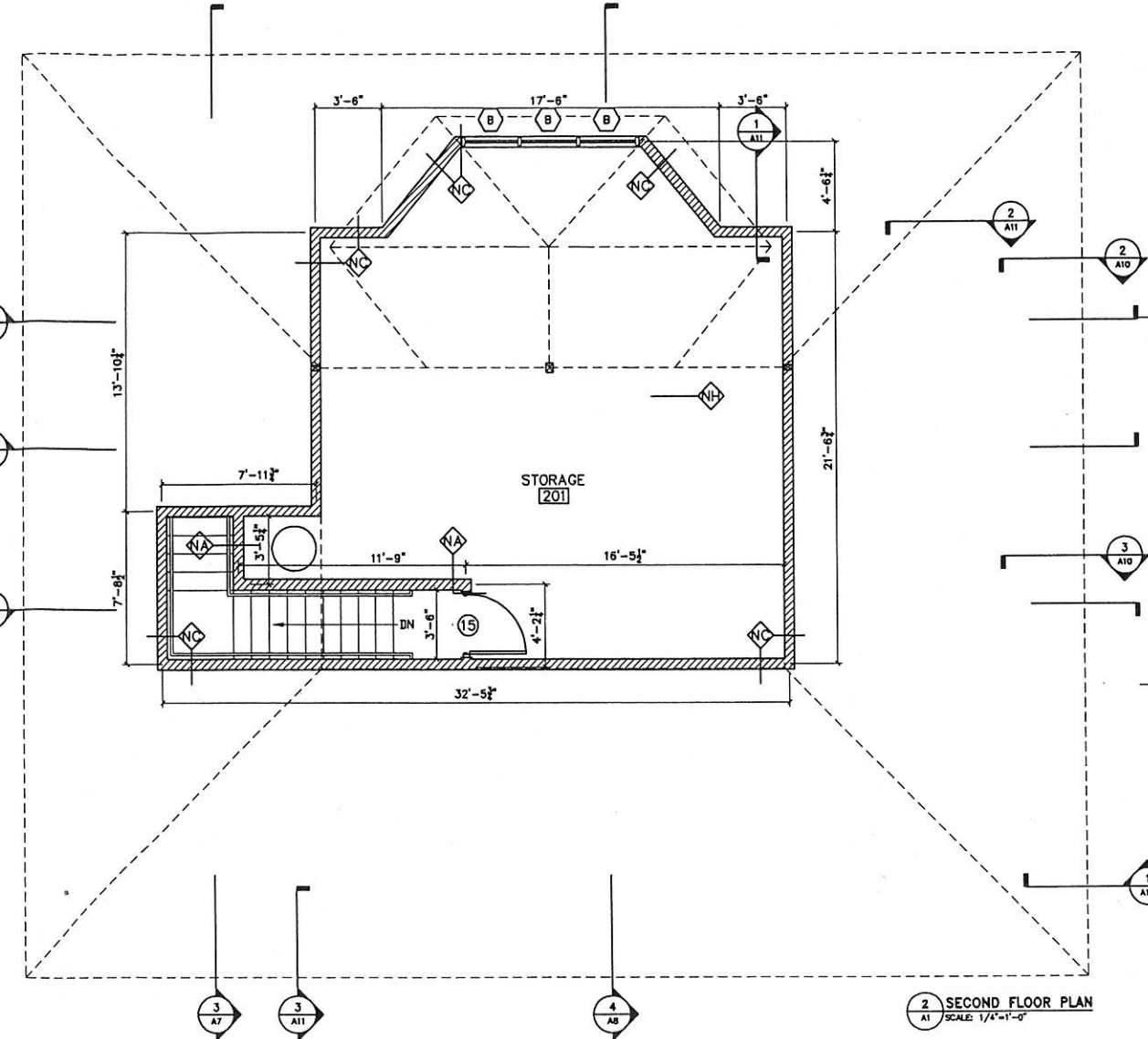
PROJECT NAME: Prescott Park Pavilion Building
Portsmouth, NH
PROJECT NO.: 10014
DRAWN BY: JU
APPROVED BY: SMcH
ISSUE DATE: 16MAR2012
DRAWING NAME: FLOOR PLANS & DEMOLITION PLAN

SCALE: 1/4" = 1'-0"
DRAWING NO.: A1
SHEET NO.: 1 of X

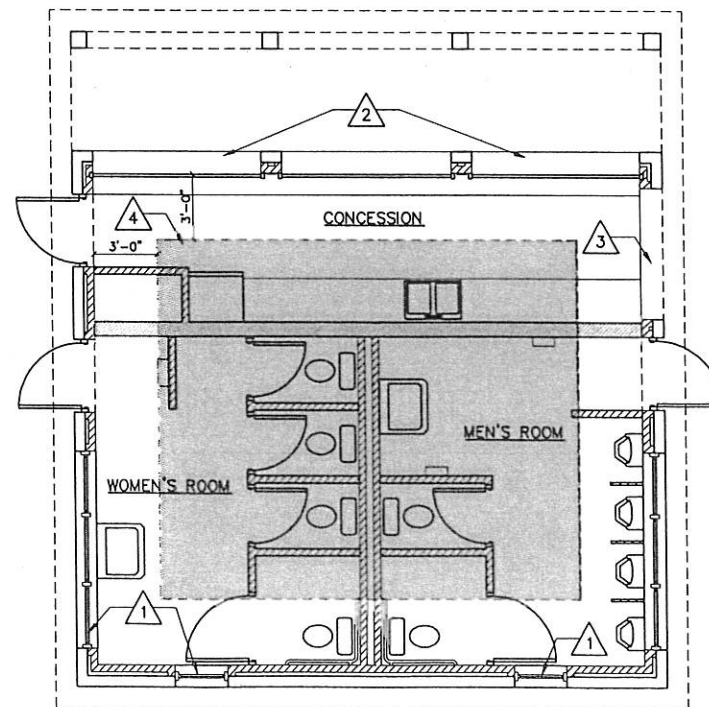


1 FIRST FLOOR PLAN
A1 SCALE: 1/4" = 1'-0"

EXISTING WALL [Solid Line]
NEW WALL [Hatched Line]



2 SECOND FLOOR PLAN
A1 SCALE: 1/4" = 1'-0"



3 DEMOLITION PLAN
A1 SCALE: 1/4" = 1'-0"

GENERAL REMOVAL NOTES:

1. REMOVE EXISTING ROOF AND CHIMNEY
2. REMOVE EXISTING INTERIOR WALLS
3. REMOVE EXISTING PLUMBING FIXTURES, PIPING, AND ACCESSORIES
4. REMOVE EXISTING INTERIOR FURNISHINGS
5. REMOVE EXISTING DOORS (INCLUDING ROLLING DOORS)
6. REMOVE EXISTING MTL GUTTER AND DOWNSPOUT
7. REMOVE EXISTING EXTERIOR COLUMNS
8. REMOVE EXISTING PAYPHONES
9. REMOVE EXISTING LIGHT FIXTURES
10. REMOVE EXISTING EXTERIOR WOOD PARTITIONS

KEYNOTES-REMOVALS:

- 1** REMOVE EXISTING WINDOW
- 2** REMOVE EXISTING WALL
- 3** REMOVE EXISTING WALL AT NEW WINDOW LOCATION (SEE FLOOR PLAN & WINDOW SCHEDULE FOR LOCATION AND M.O.)
- 4** REMOVE EXISTING SLAB AND REPLACE TO MATCH ADJACENT

