



COMMITTEE ON LANDS & BUILDINGS

November 17, 2025 at 5:15 PM

Aldermanic Chambers, City Hall (3rd Floor)

Members: Aldermen Levasseur, Vincent, Thomas, Long, Goonan

AGENDA

The Chairman calls the meeting to order.

The Clerk calls the roll.

1. Communication from Dan Yarrington, Founder and President of Tycoon Games, requesting an extension of their lease at 195 McGregor Street on a month-to-month basis at a rate 5% higher than the existing rent, effective December 1, 2025.
(Note: The current lease and a 2024 amendment are attached.)
Ladies and Gentlemen, what is your pleasure?
2. Communication from Mark Gomez, Chief of Parks, Recreation & Cemetery, regarding an encroachment variance requested by 39 Bremer Street LLC to facilitate a safer driveway for the proposed development on Mammoth Road.
Ladies and Gentlemen, what is your pleasure?
3. Communication from Jodie Nazaka, Economic Development Director, proposing an ordinance update to Section 36.40 Community Revitalization Tax Incentive of the Code of Ordinances of the City of Manchester regarding the terms of tax relief.
If the Committee so desires, a motion is in order that the Ordinance Amendment ought to pass and be referred to the Committee on Bills on Second Reading for technical review.

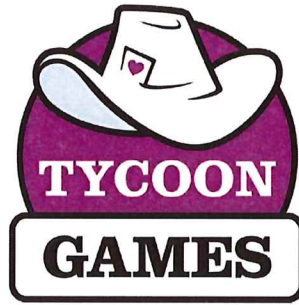
TABLED ITEMS

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

4. Communication from Faye Morrison, Parking Manager, requesting approval for the installation of a mural on the Amherst Street side of the Victory Parking Garage.
(Note: Tabled on October 20, 2025.)

5. Communication from the family of Inspector William Moher, a police officer who died in the line of duty on July 3, 1921, requesting that the city find a fitting way to honor his memory.
(Note: Tabled on September 3, 2024.)

If there is no further business, a motion is in order to adjourn.



City Clerk's Office

NOV 05 2025

RECEIVED

From:

Tycoon Arcade
195 McGregor St.
Manchester, NH 03102

To:

The Committee of Lands and Buildings
The City of Manchester, New Hampshire

We currently lease space from the City in 195 McGregor St and have since November 2020. We have been a good tenant during this time frame including paying on time and fulfilling all other terms of the lease. Our lease ends at the end of November 2025. While we are unable to extend for another multi-year lease, we would like to request an extension of the lease with a month-to-month tenancy at a rate 5% higher than the existing rent. This would take effect as of December 1st, 2025 since the current lease ends November 30th, 2025. This will allow us to continue operating Tycoon Arcade at the current location for the time being.

We appreciate your prompt consideration of this request given the timeliness of the request. Please contact me directly with any questions at Dan@TycoonArcade.com or 603-401-2080.

Thank you kindly,

Dan Yarrington
Founder and President
Tycoon Games


City Clerk

LEASE AGREEMENT

AGREEMENT made this 11th day of November, 2020, by and between CITY OF MANCHESTER, a municipal corporation, having a principal place of business at One City Hall Plaza, Manchester, New Hampshire (hereinafter called "LESSOR"), and TABLETOP TYCOON, INC., a New Hampshire Corporation having a principal place of business at 34 Londonderry Road, Londonderry, County of Hillsborough and State of New Hampshire (hereinafter called ("LESSEE").

WHEREAS, LESSOR owns a certain Condominium Unit situated at 195 McGregor Street, Unit 201, Manchester, New Hampshire, having a twelve thousand seven hundred sixty square foot (12,760 s.f.) area.

WHEREAS, LESSEE desires to lease the same Condominium Unit,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **PREMISES:** The Condominium Unit to be leased comprises an area of approximately twelve thousand seven hundred sixty square feet (12,760 s.f.), more or less, situated at 195 McGregor Street, Manchester, New Hampshire, as shown on certain floor plans attached hereto as Exhibit – "A," and made a part hereof.
2. **TERM:** The term of this lease shall consist of an initial term of FIVE (5) YEARS commencing on December 1, 2020 and terminating on November 30, 2025. Providing Lessee shall remain a tenant in good standing during the original term of their Lease.
3. **RENT:** Commencing December 1, 2020 the Lessee shall pay to the Lessor as rent the sum of Five Thousand Two Hundred and Twelve Dollars (\$5,212.00) per month payable in advance on the first (1st) day of each and every calendar month of the term hereof

(hereinafter sometimes referred to as "Rent Days") at the above address of Lessor or at such other place as may hereafter be designated by Lessor. Rent for any period of less than one (1) month shall be adjusted pro-rata. Rent shall be paid in the form of a check or a money order.

Lessee shall pay as Additional Rent all real estate taxes currently two thousand two hundred eighty eight dollars (\$2,288.00) per month imposed upon the property of the Lessor.

4. **ADJUSTMENTS TO FIXED RENT:** Fixed Rent shall be subject to adjustment during the term hereof based upon the schedule set forth in the rent section above. Rent shall increase by three (3%) percent at the end of every twelve (12) months period and the Lessee shall pay the additional escalation fee of three (3%) percent at that time.
5. **LESSER AMOUNT OF RENT:** No payment by Lessee or receipt by Lessor of a lesser amount than the monthly Fixed Rent and Additional Rent herein stipulated shall be deemed to be other than on account of the earliest Fixed Rent or Additional Rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such rent or pursue any other remedy in this Lease or at law provided.
6. **LATE CHARGES:** In the event that any installation of Fixed Rent or Additional Rent shall be delinquent and overdue for a period in excess of ten (10) days following written notice to the Controller of Lessee, a "late charge" of five cents (\$.05) for each dollar (\$1.00) so delinquent and overdue shall be due to Lessor for the purpose of defraying the Lessor's expenses incident to handling such delinquent payment. This charge shall be in addition to, and not in lieu of, any other remedy which the Lessor may have and is in addition to any reasonable fees and charges of any attorney which the Lessor may employ to enforce the Lessor's remedies in connection with any default hereunder, whether such remedy(ies) shall be authorized herein, or by law.

Such "late charge," if not previously paid, shall, at the option of the Lessor, be added to the succeeding monthly installment of Fixed Rent to be made under this lease.

7. **SECURITY DEPOSIT:** At lease execution, the Lessee shall pay the amount of one (1) month's rent of Seventy Five Hundred dollars (\$7,500.00) as a security deposit. Lessee shall pay a security deposit to secure the agreement of the Lessor. The Lessor shall return the security deposit to the Lessee within thirty (30) days after termination or the lease expiration, less any money withheld to pay for damages and subject to the Termination provision below.
8. **TERMINATION:** The Lessor shall provide the Lessee with a termination after the completion of one (1) year of the initial five (5) year term. The Lessee shall provide the Lessor with six (6) months written notice of its intent to terminate the lease. Lessee shall also pay a Twenty thousand (\$20,000.00) dollar termination fee upon notice.
9. **CONDITION OF PREMISES:** The Lessor shall deliver the Premises as-is with all systems in good working order. The Lessee shall be responsible for cleaning within the demised premises. Lessee may utilize the furniture currently within the premises but shall not remove, damage, sell or otherwise take ownership of the personal property of the City of Manchester without express written consent from the City of Manchester.
10. **LESSEE'S RESPONSIBILITIES:** The Lessee shall provide liability insurance and property insurance on the Lessee's improvements, furniture, and equipment. The Lessor shall be responsible for metered electricity, gas, telephone, and Internet access.
11. **REPAIRS BY LESSEE:** Lessee throughout the term of this Lease, at its sole cost and expense, shall take good care of the Premises and to keep the same in good, tenantable order and condition, and shall promptly at the Lessee's own cost and expense, make all necessary repairs thereto and replacements thereof, including the repair and replacement

of (a) all window and plate glass in the Premises, (b) all the floors whether finished or sub-floors, and (c) the gas, electrical, and any other utility service system serving the Premises, except common area bathroom repairs and maintenance and except repairs and replacements necessitated by damage by fire or other insured casualty or condemnation. The Lessor shall deliver the unit as-is with all systems in good working order. The Lessee shall maintain all equipment which is part of the Premises in good and operable condition, except for ordinary wear and tear, and unavoidable casualties.

All repairs required to be made by Lessee to the electrical or other systems of the Premises shall be performed in a good and workmanlike manner, shall be at least equal in quality, utility, and usefulness to the condition at the commencement of this Lease, shall be of a first-class, modern character and shall not diminish the overall value of the Premises. All such repairs, replacements, and renewals in connection with the Premises shall, immediately upon the expiration or earlier termination of the term hereof, be and become the property of Lessor without payment therefore by the Lessor and shall be surrender to the Lessor upon the expiration or earlier termination of the term hereof. Upon the expiration or earlier termination of the term hereof, the Lessee shall surrender the Premises to the Lessor in good order, condition, and repair, except for ordinary wear and tear, and unavoidable casualties.

Lessor shall not be responsible to Lessee or any other party, whatsoever, for any loss of or damage to property, or injury to persons occurring in or about the Premises by reason of any existing or future condition, defect, matter, or thing in the Premises, except to the extent occasioned by misconduct or negligence of Lessor, its servants, agents, or employees, or any mortgagee. In the event that Lessee shall fail or neglect to make any necessary repairs as and to the extent required of Lessee pursuant to this Lease, then the Lessor or its agents may, without any obligation to do so, after thirty (30) days notice to the Lessee and upon the Lessee's failure to cure the same, within said thirty (30) days, enter the Premises and make said repairs at the cost and expense of the Lessee, and in case of Lessee's failure to pay therefore, the said cost and expense shall be added to the next month's rent together with interest at eighteen percent (18%) per annum (or the

maximum amount permitted by law, whichever shall be less), as Additional Rent and shall be due and payable as such.

Lessee shall pay for the installation and maintenance of one (1) directory-type sign for use by all tenants.

- 12. IMPROVEMENTS BY LESSEE:** The Lessee may make alterations, additional and improvements to the premises under the terms and conditions described in this section. All alterations, additions, and improvements shall be performed in a good and workmanlike manner. In any event, the lessee shall not, without first obtaining the written consent of the Lessor and Condominium Property Management, which consent shall not be unreasonably withheld or delayed, make any alterations or improvements, and the Lessee shall commit, suffer, or permit waste upon the Leased Premises. Lessee shall be responsible for obtaining all necessary local, state, and federal government permit as may be necessary.
- 13. REMOVAL OF IMPROVEMENTS:** At the expiration of this Lease, or at its earlier termination for any cause herein provided for, the Lessee may, and provided the Lessor shall so direct in writing not less than thirty (30) days prior to such termination of ten (10) days following such earlier termination, the Lessee shall remove any alterations, additions, and improvements to the Leased Premises made by it during the term hereof, and shall restore the Leased Premises in good working condition and in a state of repair and readiness for the same use, reasonable wear and tear expected. If the lessee shall not exercise its option of removal, and if the Lessor shall not give such written direction to the Lessee, all such alterations, additions, and improvements shall become and remain the property of the Lessor. If the Lessee shall fail to remove the alterations, additions, and improvements, which are required hereunder to be removed, then the reasonable cost of removal of such alterations, additional and improvements, if necessary, shall be the responsibility and obligation of the Lessee.

14. MACHINERY AND EQUIPMENT: Trade Fixtures—The Lessee agrees that all

machinery and equipment, and appurtenances thereto, installed in the Leased Premises by it or by any employee, agent, or subcontractor of the Lessee, or by any subtenant of the Lessee, which cannot be removed from the Leased Premises without affecting or changing the structural character of the Leased Premises shall be and become part of the realty and shall be and become property of the Lessor and shall not be removed from the Leased Premises without written consent of the Lessor. The Lessor agrees that (a) all machinery and equipment, and appurtenances thereto, installed in or outside the Leased Premises by the Lessee, or by any employee, or agent or subcontractor of the Lessee, or by any subtenant of the Lessee, which may be removed from the Leased Premises without permanent and substantial damage to the Leased Premises and (b) all furniture, furnishings, and movable trade fixtures installed in or outside the Leased Premises shall be deemed to remain personal property and that all such machinery, equipment, appurtenances, furniture, furnishings, and movable trade fixtures of the Lessee or of any employee, agent, or subcontractor or subtenant of the Lessee, may be removed prior to the expiration of this Lease or its earlier termination for any cause herein provided for; but the Lessee shall repair any damage occasioned by such removal and shall restore the facilities on the Leased Premises to good working condition and in a state of repair and readiness for the same use, reasonable wear and tear expected. Any such property which may be removed pursuant to the preceding sentence and which is not so removed prior to the expiration or earlier termination of this Lease, may, at the option of the Lessor, be removed from the Leased Premises by the Lessor and stored for the account of and at the expenses of the Lessee, at the sole election of the Lessor, or remain as part of the realty and become the possession of the Lessor; and if the property is removed by the Lessor and stored for the account of the Lessee by the Lessor, and if the Lessee shall fail to reclaim such property by paying the expenses of moving and storage and taking possession within thirty (30) days following such expiration or earlier termination of this Lease, such property shall be deemed to have been abandoned by the Lessee and may be appropriated, sold, destroyed, or otherwise disposed of by the Lessor without notice to the Lessee and without obligation to account therefore. The Lessee shall pay to the

Lessor the cost incurred by the Lessor in removing, storing, selling, destroying or otherwise disposing of such property.

15. UTILITIES: The Lessee shall arrange for the delivery of gas, electricity, heat, power, trash, and any other services supplied to the Leased Premises, and shall pay when due all proper charges on account of such services.

16. USE OF PREMISES: In its use of the Leased Premises, the Lessee shall comply with all laws, statutes, ordinances, codes, and regulations applicable to the use thereof.

- a. The Lessee shall not injure or deface the Leased Premises nor occupy or use, or permit, or suffer the Leased Premises or any part thereof to be occupied or used, for any unlawful or illegal business, use, or purpose, nor any business, use or purpose with is disreputable or extra-hazardous, nor in such a manner as to constitute a nuisance of any kind nor for any purpose nor in any manner which would increase the premiums for fire insurance with extended coverage for the Leased Premises. The Lessee shall, immediately upon discovery of any such unlawful, illegal, disreputable, or extra-hazardous use, take all necessary steps, legal and equitable, to compel the discontinuance of such use and to oust and remove any sublessee, occupants or other persons guilty of such unlawful, illegal, disreputable or extra-hazardous use. Lessee shall be liable for any increase in insurance premiums caused by its use of the premises.
- b. The Lessee shall procure any licenses or permits required by any particular use of the Lease Premises by the Lessee from any and all federal, state, local, or administrative bodies.
- c. The Lessee shall indemnify and save the Lessor harmless from and against any and all claims, demands, liabilities, costs, and expenses, including reasonable counsel fees, asserted by third parties and arising out of or by reason of any breach or violation by the Lessee of the provisions of this Section.
- d. The main use of the Leased Premises is office use for the design of card and board games.

17. ASSIGNMENT AND SUBLEASE: The Lessee shall not, without written consent of the Lessor, assign this Lease or sublease the Leased Premises, in whole or in part. Such consent shall not be unreasonably withheld or delayed. Notwithstanding any such sublet or assignments, the obligations of Lessee hereunder shall not be released by assignment or sublet. Lessee shall nevertheless remain liable as a surety to Lessor for the full payment of rent hereunder and shall remain liable for the performance of all other obligations and duties required of the Lessee by this agreement. Notwithstanding anything provided herein, in the event of subtenancy or assignment, Lessee shall provide Lessor with the correct and updated name and mailing address of every assignee or subtenant, and the requirements if any of all Notices to Lessee in this Lease shall be sufficiently satisfied if forwarded in writing to the subtenant or assignee at the address given. In the event of Lessee's default hereunder, should subtenant or assignee, at its option, cure such defect or default, the Lessee shall not be relieved of future obligations hereunder.

18. TAXES AND ASSESSMENTS:

- a. Lessor shall pay, upon presentation of invoices therefore, the pro rata share of
 - i. The real property taxes upon the land and building of which the leased premises are a part, and
 - ii. Any betterment charges, assessment or other special levy against or upon such land and building. By pro rata share is meant the portion of such taxes or the portion of such assessment or levy equivalent to the ratio of the number of square feet of floor space in the Leased Premise to the total number of square feet of floor space in the building of which the Leased Premises are a part.
- b. The Lessee shall have the right to contest or review by legal proceedings or in such other manner as may be legal (which is instituted shall be conducted promptly at the Lessee's own expenses free of all expenses to the Lessor) any tax, assessment, or levy aforementioned upon condition that before instituting

any such proceeding the Lessee shall pay (under protest) such tax, assessment, or levy aforementioned.

19. MECHANIC'S LIEN: In the event of the filing in Hillsborough County Registry of Deeds of any notice of a builder's, supplier's, or mechanic's lien on the Leased Premises arising out of any work performed by or on behalf of the Lessee, the Lessee shall either cause such lien to be discharged or released within thirty (30) days or shall within ten (10) days initiate legal proceedings to test the validity of the lien, the Lessee shall within thirty (30) days cause such lien to be discharged or released by the posting of bond or otherwise and shall completely indemnify the Lessor against any such claim or lien and all cost of such proceedings wherein the validity of such lien is contested by the Lessee.

20. EMINENT DOMAIN: In the event that the Leased Premises shall be lawfully condemned or taken by any public authority either in their entirety or in such proportion that they are no longer suitable for the intended use by the Lessee, this Lease shall automatically terminate without further act of either party hereto on the date when possession of the Leased Premises shall be taken by such public authority, and each party shall be relieved of any further obligation to the other except that the Lessee shall be liable for and shall promptly pay to the Lessor any rent then in arrears, or the Lessor shall promptly rebate to the Lessee a pro rata portion of any rent paid in advance. In the event the proportion of the Leased Premises so condemned or taken in such that they are still suitable for the intended use by the Lessee, this Lease shall continue in effect in accordance with its terms, and a portion of the rent shall abate equal to the proportion of the rental value of the Leased Premises so condemned or taken. In either of the above events, the award for the property so condemned or taken shall be the sole property of the Lessor and the Lessee shall have no interest in any such award.

21. LIABILITY: The Lessor shall not be liable to the Lessee for any injury or harm to any person occurring on or about the Leased Premises or for injury or damage to the Leased Premises or to any property of the Lessee or to any property of any third person, firm, association, or corporation on or about the Leased Premises except such as may be

caused by the willful or negligent act of the Lessor, its servants or agents, and the Lessee shall indemnify and save the Lessor harmless from and against any and all suits, claims, and demands of any kind or nature, by and on behalf of any person, firm, association, or corporation, arising out of or based upon any incident, occurrence, injury, or damage which shall or may happen on or about the Leased Premises and from and against any matter or thing growing out of the condition, maintenance, repair, alteration, use, occupation, or operation of the Leased Premises caused by the acts or omissions of the Lessee or the installation of any property therein or the removal of any property therefrom except such as may be caused by the willful or negligent act of the Lessor, its servants or agents.

22. LIABILITY INSURANCE: The Lessee shall throughout the term hereof procure and carry at its expense comprehensive liability insurance on the Leased Premises with an insurance company authorized to do business in New Hampshire and acceptable to the Lessor. Such insurance shall be carried in the name of and for the benefit of the Lessee and Lessor, shall be written on an "occurrence" basis; and shall provide coverage of at least One million (\$1,000,000.00) dollars in case of death of or injury to one person; at least One Million (\$1,000,000.00) dollars in case of loss, destruction or damage to property. A single limit or policies in the total amount of One Million (\$1,000,000.00) dollars shall be deemed in compliance with the preceding sentence. The Lessee shall furnish to the Lessor a certificate of such insurance which shall provide that the insurance indicated therein shall not be cancelled without at least ten (10) days' written notice to the Lessor.

23. FIRE AND EXTENDED COVERAGE INSURANCE: The Lessor shall procure and continue in force during the term hereof for the benefit of Lessor, such amount of fire and extended coverage insurance upon the Leased Premises in an amount deemed adequate by the lessor not to exceed One Hundred (100%) percent of replacement cost and not to exceed competitive market rates. Contents insurance shall be the responsibility of the Lessee, and the Lessor shall not be liable to the Lessee for loss or damage from any cause whatsoever to production machinery and equipment, furniture, furnishings, movable trade

fixtures, inventory, work-in-process and other personal property of the Lessee or of others in the Leased Premises.

- a. If and to the extent permitted without prejudice to any rights of the Lessee under the applicable insurance policies, the Lessor shall be held free and harmless from liability for loss or damage to the Leased Premises by fire, the extended coverage perils, water leakage, sewer problems, sprinkler leakage, vandalism and malicious mischief if and to the extent actually insured against, whether or not such loss or damage be the result of the negligence of the Lessor, its employees or agents. This subsection does not impose any added obligation or expense upon the Lessee nor require that it carry any insurance of any kind and is to be construed only as a limitation upon the rights of the insurance carriers to subrogation.

24. DESTRUCTION OF PREMISES: In the event that the Leased Premises shall be totally destroyed by fire or other casualty insured against, or shall be so damaged that repairs and restoration cannot be accomplished both

- a. Within a period of one hundred twenty (120) days, and
- b. more than ninety (90) days prior to the expiration of the term hereof, including any renewal term for which the option therefor shall have been exercised, or
- c. without cost to Lessor in excess of the insurance proceeds available, if any, this Lease shall automatically terminate without further act of either party hereto, and each party shall be relieved of any further obligation to the other except that the Lessee shall be liable for and shall promptly pay the Lessor any rent then in arrears, or the Lessor shall promptly rebate to the Lessee a pro rata portion of any rent paid in advance.

In the event the Leased Premises shall be so damaged that repairs and restoration can be accomplished both

- a. within a period of one hundred twenty (120) days, and
- b. more than ninety (90) days prior to the expiration of the term hereof, including the renewal term if the option therefor shall have been exercised, this Lease shall

continue in effect in accordance with its terms; the Lessor shall accomplish such repairs and restoration as promptly as practicable (utilizing therefor damages to the leasehold interest created by this Indenture); and until such repairs and restoration have been accomplished, a portion of the rent shall abate equal to the proportion of the Leased Premises rendered unusable by the damage. In no event shall the obligation of the Lessor to repair and restore exceed in amount the sum of the insurance proceeds paid to it and/or released to it by any mortgagee with which settlement was made, and the Lessee agrees to execute and deliver to the Lessor all instruments and documents necessary to evidence the fact that the right to such insurance proceeds is vested in the lessor.

The Lessor shall notify the Lessee within thirty (30) days following the date of any such damage or destruction whether or not repairs and restoration can be accomplished both

- a. within a period of one hundred twenty (120) days and
- b. more than ninety (90) days prior to the expiration of the term hereof, including any renewal term for which the option therefor shall have been exercised.

25. WASTE: Lessee covenants it shall not permit the Premises to fall into disrepair or to do or suffer any waste or damage, disfigurement or injury to the Premises, or permit or suffer any stationary overloading of the floors thereof.

26. REPOSSESSION BY LESSOR: At the expiration of this Lease or upon the earlier termination of this Lease for any cause herein provided for, the Lessee shall peaceably and quietly quit the Leased Premises and deliver possession of the same to the Lessor, together with all alterations, additions, improvements, mechanical installations, equipment and appurtenances thereto not removed from the Leased Premises pursuant to Sections 7 and 8 hereof. The Lessee covenants and agrees that at the time of delivery of possession to the Lessor at the expiration of this Lease, any and all alterations, additional improvements, mechanical installations, equipment and appurtenances constructed or installed on or in the Leased Premises at its expense after the beginning of the term.

hereof and which have become the property of the Lessor pursuant to Section 7 and 8 hereof shall be free and clear of any mortgage, lien, pledge or other encumbrance or charge.

27. DEFAULT: In the event that:

- a. any installment of rent shall not be paid within ten (10) days after written notice thereof, after the same is due and payable; or
- b. the Lessee defaults in the performance or observance of any other covenant or condition in this Indenture and such default remains unremedied for twenty (20) days after written notice thereof has been given to the Lessee by the Lessor, or
- c. the holder of a security interest in all or substantially all of the personal property utilized by the Lessee in, or generated by the operations of the Lessee in the Leased Premises forecloses the same; or
- d. the Lessee makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for any receiver or any trustee of or for the Lessee or any substantial part of its property, commences any proceeding relating to the Lessee or any substantial part of its property under any reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect, or there is commenced against the Lessee any such proceeding which remains undismissed for a period of ninety (90) days, or any order approving the petition in any such proceeding is entered, or the Lessee by any act indicates its consent to, or acquiescence in, any such proceeding or the appointment of any receiver of or trustee for the Lessee or any substantial part of its property, or suffers any such receivership or trusteeship to continue undischarged for a period of ninety (90) days – then, in any such events, the Lessor may subject to provisions of New Hampshire Law immediately or at any time thereafter and without demand or notice enter upon the Leased Premises or any part thereof in the name of the whole and repossess the same as of the Lessor's former estate and expel the Lessee and those claiming through or under the Lessee and remove their effects forcibly if necessary, without being deemed guilty of any manner of trespass and without prejudice to any remedies which

might otherwise be used for arrears of rent or preceding breach of covenant, and upon such entry this Lease shall terminate; and the Lessee covenants that, in case of such termination or in case of termination under the provisions of statute by reason of the default of this Lessee, the Lessee shall remain and continue liable to the Lessor in an amount equal to the total rent reserved for the balance of the term plus additional rent reserved for the balance of the term hereof less the net amounts (after deducting the expenses of repair, renovation or demolition) which the Lessor realizes, or with due diligence should have realized, from the reletting of the Leased Premises. Lessee is hereby obligated to pay to Lessor as additional rent all costs and reasonable attorneys' fees incurred by the Lessor as a result of a breach of the Lease Agreement by the Lessee. As used in this Section, the term "additional rent" shall mean the value of all other considerations other than rent agreed to be paid or performed by the Lessee hereunder, including, without limiting the generality of the foregoing, attorneys' fees, costs and insurance premiums. The Lessor shall have the right from time to time to relet the Leased Premises upon such terms as he may deem fit, and if a sufficient sum shall not be thus realized to yield the net rent required under this Lease, the Lessee agrees to satisfy and pay all deficiencies as they may become due during each month of the remaining term of this Lease, or the Lessor may require the Lessee to pay to it as damages such lump sum as will suffice to make the Lessor whole for the balance of the then term of this Lease. Nothing herein contained shall be deemed to require the Lessor to await the date whereon this Lease, or the term hereof, would have expired had there been no default by the Lessee, or no such termination or cancellation. The Lessee expressly waives service of any notice of intention to reenter and waives any and all right to recover or regain possession of the Leased Premises, or to reinstate or redeem this Lease as may be permitted or provided for by or under any statute or law now or hereafter in force and effect. The rights and remedies given to the Lessor in this Lease are distinct, separate and cumulative remedies, and no one of them, whether or not exercised by the Lessor, shall be deemed to be in exclusion of any of the others herein or by law or equity provided. Nothing contained in this Section shall limit or

prejudice the right of the Lessor to prove and obtain, in proceedings involving the bankruptcy or insolvency of, or a composition with creditors by, the Lessee the maximum allowed by any statute or rule of law at the time in effect.

28. ACCESS TO PREMISES: Lessee agrees to comply with the reasonable rules and regulations of Lessor as amended from time to time which will include restrictions on smoking areas and loitering. The current Rules and Regulations, which may be amended from time to time, are attached hereto as Exhibit B. Upon reasonable advance notice except in case of emergency, the Lessor or its representatives shall have free access to the Leased Premises at reasonable intervals during normal business hours for the purpose of inspection, or for the purpose of showing the premises to prospective purchasers or tenants, or for the purpose of making repairs, which the Lessee is obligated to make hereunder but has failed or refused to make. The preceding sentence does not impose upon the Lessor any obligations to make repairs. During the three (3) months next preceding the expiration of this Lease, the Lessor may keep affixed to any suitable part of the outside of the building of which the Leased Premises are a part a notice that the Leased Premises are for sale or rent.

29. INSPECTION BY LESSOR:

- a. Lessee agrees to permit Lessor and the authorized representatives of Lessor to enter the Premises during usual business hours of Lessee:
 - i. for the purpose of inspecting the same and
 - ii. if Lessor so elects, but without any obligation so to do, and if Lessee has failed to do so within a reasonable time, for the purpose of making any necessary repairs to the Premises and performing any work therein which may be reasonably necessary to comply with any laws, ordinances, rules, regulations or requirements of any public authority or of the Board of Fire Underwriters or any similar body, or which may be reasonably necessary to prevent waste or deterioration in connection with the Premises.
- Nothing herein shall imply any duty upon the part of Lessor to do any work which, under any provision of this Lease, Lessee may be required to perform, and the performance thereof by Lessor shall not constitute a

waiver by Lessor of Lessee's default in failing to perform the same. Lessor may, during the progress of any such work in the Premises, keep and store upon the Premises all necessary materials, tools and equipment. Lessor shall not in any event be liable for inconvenience, annoyance, disturbance, loss of business or other damage to Lessee by reason of making such repairs or the performance of any such work in the Premises, or on account of bringing materials, supplies and equipment into or through the Premises during the course thereof, and the obligations of Lessee under his lease shall not thereby be affected in any manner whatsoever; provided always, however, that to the extent that Lessor elects to perform or is obligated to perform any such repairs pursuant to the provisions of this Lease, Lessor agrees that (to the extent reasonably practicable under the circumstances) Lessor shall use its best efforts to cause such repairs to be performed in such a way as to cause a minimum of inconvenience to Lessee on the operation of Lessee's business in the Premises and to cause the said work to be accomplished in as expeditious a manner as is reasonably practicable.

- b. During the final six (6) months of the term, Lessor is hereby given the right at any time during usual business hours and upon prior notice to Lessee to enter the Premises and to exhibit the same for the purposes of sale and/or lease. Lessor shall be entitled to show Premises to potential buyers and/or prospective tenants and to display on the Premises in such manner as not unreasonably to interfere with Lessee's business the usual "For Sale" or "To Let" signs and Lessee agrees that such signs may remain, unmolested, upon the Premises.

30. RULES AND REGULATIONS: Lessor agrees to comply with the reasonable rules and regulation of the Condominium as amended from time to time which will include restrictions on smoking areas and loitering. The Rules and Regulations, which may be amended from time to time, are attached hereto as Exhibit B.

31. PARKING: Lessor and Lessee acknowledge that parking at the Condominium Building is a first-come, first-served basis.

32. QUIET ENJOYMENT:

- a. Lessor covenants and agrees that it has and will have at the commencement of the term of this Lease full right and power to execute and perform this Lease and to grant the estate demised herein.
- b. Lessor covenants and warrants that Lessee, upon paying the Fixed Rent, Additional Rent and all charges herein provided for and observing and keeping the covenants, agreements and conditions of this Lease on its part to be kept, shall lawfully and quietly hold, occupy and enjoy the PREMISES during the term of this Lease, without hindrance or molestation of Lessor or of any person or persons claiming under Lessor, and Lessor covenants and agrees that it will defend Lessee in such peaceful and quiet use and possession of the Premises against the claims of all such persons and corporations.

33. REMEDIES: The specified remedies to which Lessor and Lessee may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which Lessor or Lessee may be lawfully entitled in case of any breach or threatened breach by Lessor or Lessee of any provisions of this Lease. The failure of Lessor or Lessee to insist in any one or more cases upon the strict performance of any of the covenants of this lease or to exercise any option herein contained shall not be construed as a waiver or a relinquishment for the future of such covenant or option. A receipt by Lessor of rent with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by Lessor or Lessee of any provision of this Lease or of any breach shall be deemed to have been made unless expressed in writing and signed by Lessor or Lessee (as the case may be). In addition to the other remedies in this Lease provided, Lessor or Lessee shall be entitled to the restraint by injunction of the violation or attempted or threatened violation, of any of the covenants, or provisions of this Lease.

34. WAIVER OF SUBROGATION RIGHTS: Waiver of Subrogation. Each of Lessor and Lessee (the "Damaged Party") hereby releases the other party (the "Released Party") from any liability to the damaged party on account of any damage to the damaged party's property arising out of any casualty or other loss included within a standard form of "all risk" property insurance policy used in the state of New Hampshire (or, if the coverage provided thereby is broader, the fire and casualty insurance actually carried by the damaged party), even if such damage is the result of the fault or negligence of the released party or the released party's employees, contractors, agents or invitees. Neither Lessor nor Lessee shall obtain or accept any insurance policy which would be invalidated by or would conflict with such release; except that either of Lessor or Lessee shall have the right to obtain a policy of insurance that would be invalidated by or would conflict with such release (and, the release shall not apply with respect to damage covered by such a policy), if it is no longer possible for such party procuring the insurance in question to obtain a policy which would not be invalidated and would not conflict with such release and such party so notifies the other party.

35. SURRENDER: At the expiration of said term, the Lessee shall quit and surrender possession of the said Premises to the Lessor. The Lessor shall have the right during the last ninety (90) days of the term hereof to make a comprehensive inspection of the Premises. In the event any repairs must be made by Lessor the same shall be made prior to the expiration of the lease term.

36. HOLDING OVER: In the event the Lessee shall hold over after the expiration of the term hereof, such holding over shall not extend the term of the Lease but shall create a month-to-month tenancy upon all the terms and conditions of this Indenture.

37. HAZARDOUS SUBSTANCES: Lessee shall not generate, store, dispose of or otherwise handle any hazardous substance or waste or toxic waste on the premises in any fashion contrary to any federal, state or local statutes, laws, ordinances, rules and regulations, as the same may be described by federal, state or local laws. Lessee shall indemnify and save the Lessor harmless from and against any and all claims, liabilities,

costs and expenses including reasonable counsel fees, asserted by any third parties and arising out of or by reason of use by Lessee of the premises for or in conjunction with the disposal of hazardous or toxic waste.

38. NOTICES: Any written notice, request or demand required or permitted by this indenture shall, until either party shall notify the other in writing of a different address, be properly given if sent by certified or registered first class mail, postage prepaid, and addressed as follows:

If to the Lessor: City of Manchester
One City Hall Plaza
Manchester, NH 03101

If to the Lessee: Tabletop Tycoon, Inc.
60 High Range Road
Londonderry, NH 03053

39. SUCCESSION: This Indenture shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

40. WAIVER: Any consent, express or implied, by the Lessor to any breach by the Lessee of any covenant or condition of this Lease shall not constitute a waiver by the Lessor of any prior or succeeding breach by the Lessee of the same or any other covenant or condition of this Lease. Acceptance by the Lessor of rent or other payment with knowledge of a breach of or default under any term hereof by the Lessee shall not constitute a waiver by the Lessor of such breach or default.

41. GOVERNING LAW: This Indenture shall be construed and interpreted in accordance with the laws of the State of New Hampshire and questions or disputes concerning interpretation shall be determined in the court of appropriate jurisdiction.

42. UNAVOIDABLE DELAYS: In any event that the Lessor or Lessee shall be delayed or prevented from performing any of its obligations pursuant to the provisions of this Lease (other than Lessee's obligation to pay money) due to governmental action, or lack thereof, or due to shortages of or unavailability of materials and/or supplies, labor disputes, strikes, slowdowns, job actions, picketing, secondary boycotts, fire or other casualty, delays in transportation, acts of God, failure to comply or inability to comply with any orders or request of any governmental agencies or authorities, acts of declared or undeclared war, public disorder, riot or civil commotion, or due to any other cause beyond the reasonable control of such party, then such party shall in any or such events be excused from its obligation to perform and comply with such provisions of this Lease for a period of time commensurate with any delay so caused, without any liability to the other party therefore whatsoever, and all time periods provided for herein for performance of any such obligations shall be extended for a period of time commensurate with any such delay.

43. NOTICE OF DEFAULT: Lessee agrees that any default notice served upon Lessor shall also be served upon any mortgagee of the Premises, the name(s) of which Lessor shall furnish to Lessee. Lessee further agrees that Lessor's mortgagee(s) shall have and be deemed to have the same period of time to cure any of Lessor's defaults pursuant to the provisions of this Lease as Lessor shall be granted pursuant to the provisions of this Lease.

44. NOTICE OF LEASE: Upon the request of either of the parties hereto, the parties agree to execute a notice of this Lease for purposes of recording in the County in which the Premises are located, in the form required by law. Said notice shall not amend, alter, or modify any of the terms, covenants, or conditions of this Lease. The purpose of such form shall be to furnish notice of the existence of this Lease to any prospective purchasers or mortgagees of the Premises or assignees of the interests of either party hereto or to any other party having an interest in the Premises.

45. FORCE MAJEURE: Except as expressly provided herein, there shall be no abatement, diminution or reduction of rent or other charges payable by the Lessee hereunder based upon, or claimed as a result of, any Act of God, act of the public enemy, governmental action or other casualty, cause or happening beyond the control of the parties hereto.

46. MISCELLANEOUS:

- a. **COUNTERPARTS:** This Indenture may be executed in two (2) or more counterparts, each of which shall be deemed to be an original, and all collectively but one and the same instrument.
- b. **MODIFICATION: ENTIRE AGREEMENT:** This Lease contains the entire agreement between the parties hereto and no part of it may be changed, altered, amended, modified, limited or extended orally or by agreement between the parties unless such agreement is expressed in writing and signed by Lessor and Lessee or their respective successors in interest.
- c. **SECTION HEADING:** The headings at the beginning of each of the Sections in this Lease are solely for purposes of convenience and identification and are not to be deemed or construed to be part of this Lease.
- d. **SEVERABILITY:** If any term, clause or provision of this Lease is judged to be invalid and/or unenforceable, the validity and/or enforceability of any other term, clause or provision in this Lease will not be affected thereby, except that in the event such invalidity or enforceability has the effect of increasing Lessor's obligations or decreasing Lessor's benefits, including but not limited to Fixed Rent or any Additional Rent, then Lessor shall have the option of terminating this Lease after giving Lessee 120 days written notice that the Lease will be terminated.
- e. **LESSOR'S LIMITED LIABILITY:** Notwithstanding anything to the contrary contained in this Lease, it is specifically understood and agreed that the liability of the Lessor hereunder shall be limited to the equity of the Lessor in the Building in

the event of a breach or the failure of Lessor to perform any of the terms, covenants, conditions and agreements of this Lease to be performed by Lessor. In furtherance of the foregoing, the Lessee hereby agrees that any judgment it may obtain against Lessor as a result of the breach of this Lease as aforesaid shall be enforceable solely against the Lessor's interest in the Condominium.

- f. **LESSOR NOT PARTNER:** It is expressly understood and agreed that the Lessor is not a partner, joint venture or associate of Lessee in the conduct of Lessee's business, that the provisions of this Lease with respect to the payment by Lessee of rent are not sharing of profits and that the relationship between the parties hereby is and shall remain at all times that of Lessor and Lessee. No provision of this Lease shall be construed to impose upon the parties hereto any obligation or restriction not expressly set forth herein.
- g. **LEASE IS NOT AN OFFER:** Lessor has given this Lease to Lessee for review. It is not an offer to Lease. This Lease shall not be binding unless signed by both parties.
- h. **TRANSFER OF LESSOR'S INTEREST:** The term "Lessor" as used in this Lease means only the owner, or the mortgagee in possession, for the time being, of the Condominium Unit, so that in the event of any sale of said Condominium Unit, or of said Lease, Lessor shall be and hereby is entirely freed and relieved of all covenants and obligations of Lessor hereunder, and it shall be deemed and construed without further agreement between the parties or their successors in interest or between the parties and the purchaser at any such sale, that the purchaser, has assumed and agreed to carry out any and all covenants and obligations of Lessor hereunder. Any security given by Lessee to Lessor to secure performance of Lessee's obligations hereunder may be assigned and transferred by Lessor to the successor in interest to Lessor; and, upon acknowledgment by such successor of receipt of such security and its express assumption of the obligation to account to Lessee for such security in accordance with the terms of this Lease, Lessor shall

thereby be discharged of any further obligation relating thereto. Lessor's assignment, sale or transfer of the Lease or of any or all of its rights herein shall in no manner affect Lessee's obligations hereunder. Lessee shall thereafter attorn and look to such assignee, as Lessor, provided Lessee first has written notice of such assignment of Lessor's interest.

47. **BROKERAGE:** Each of the parties' agents represents that Berkshire Hathaway represents the Tenant and Stebbins Commercial Properties LLC represents the Landlord in this transaction. Stebbins agrees to share its fee fairly and equitably with Berkshire Hathaway. The parties further agree to indemnify the other against and hold it harmless from all liabilities arising from any such claim (including without limitation, the cost of counsel fees in connection therewith).

IN WITNESS WHEREOF, the parties hereto have caused this Indenture to be executed and delivered as of the day and year first above written.

ATTEST:

LESSOR: CITY OF MANCHESTER
BY:

Witness:

Joyce Craig, Mayor
Planning and Community Development

ATTEST:

Skye Walker

Witness

LESSEE: TABLETOP TYCOON, INC.

BY:

DANIEL A. YACINOTON, CEO

EXHIBIT B

RULES AND REGULATIONS

Common Areas, Smoking and Parking

1. Sidewalks, doorways, vestibules, halls, stairways and other similar areas shall not be used for the disposal of trash, be obstructed by Lessee or be used by Lessee for any purpose other than entrance and exit to and from the leased premises and for going from one part of the building to another part of the building.
2. Plumbing fixtures shall be used only for the purposes for which they are designed, and no sweepings, rubbish, rags or other unsuitable materials shall be disposed therein. Damage to such fixtures proven to result from misuse by a Lessee shall be the liability of the Lessee.
3. Parking is on a first come, first serve basis, free of charge, unless otherwise provided for in the lease, and is subject to such further parking policies as may be adopted by the owner and presently in effect. Lessor reserves the right to alter parking spaces, including the right to remove, add or change parking spaces that have been designated for Lessee(s), visitors, disabled persons or for loading or unloading purposes. No overnight parking is permitted, and no unregistered vehicles or trailers may be parked on or about the common parking area. Violations of these parking rules may result in towing, the cost of which shall be the responsibility of the vehicle owner.
4. Smoking is only permitted in those common areas specifically designated for smoking.
5. Lessee may not place, leave or store equipment, supplies, furniture or trash in the common areas outside their leased premises regardless of the temporary nature of such storage or placement.

6. Canvassing, peddling, soliciting, distribution and posting of hand bills in the Building is prohibited. Lessee should notify Property Management if such activities occur.
7. Lessee is requested to lock all office doors leading to corridors and to turn out all lights at the close of their working day.
8. Corridor doors shall be kept closed when not in use.
9. Lessee shall not tamper with or attempt to adjust temperature control thermostats in any common hallways or other common areas. Property Management shall adjust thermostats as required to maintain a comfortable building standard temperature.
10. Unless installed with the lessor's prior consent, signs, advertisements, graphics, or notices of any kind that are visible from public corridors or from outside the building are not permitted.

Building Hours and Deliveries

11. The normal operating hours of the Building are _____, Monday through Friday, legal holidays in all cases excepted. During such hours, the Building will be open and access will be freely available. Subject to interruption beyond normal operating hours, Lessor shall provide means of access to Lessee and other lessees in the Building by means of a building pass.
12. The following shall constitute Holidays for purposes of this Lease:

January 1st	New Year's Day
Last Monday in May	Memorial Day
July 4th	Independence Day
First Monday in September	Labor Day
Fourth Thursday in November	Thanksgiving Day
December 25th	Christmas Day
13. Movement in or out of the Building of furniture, office equipment, or any other bulky or heavy materials shall be restricted to such hours as Property Management reasonably designates. Lessor will determine the method and routing of said items so as to ensure the safety of all concerned. Lessee will assume and is responsible for all risks of damage or injury to the Building, equipment or people. Advance written notice of intent to move such items must be made to the Property Management office at least forty-eight (48) hours before the time of such move.
14. All routine deliveries to Lessee's leased premises between _____ weekdays shall be made through _____. Passenger elevators are to be used only for the movement of persons unless an exception is approved by Property Management. Tenant and Tenant's contractors are responsible for removal of trash resulting from large deliveries, move-ins, or not using building facilities for dumping.

Alterations

15. Lessee will not make any alterations or physical additions in or to the leased premises without first obtaining the prior written consent of Property Management, except as

otherwise permitted in the Lease. Such alterations include, but are not limited to, any communication and electrical equipment and associated wiring which must meet applicable codes and regulations.

16. All locks for doors in Lessee's leased area shall be Building Standard except as otherwise permitted in the lease. Lessee shall not place any additional lock or locks on any door in its leased area without the prior written consent of Property Management, except as otherwise permitted in the Lease. All requests for duplicate keys shall be made to the Property Management office.

General

17. Property Management retains the right to prescribe the maximum weight, manner and location in which safes, vaults and other heavy equipment are positioned unless the lease expressly provides otherwise.
18. Each Lessee shall cooperate with Property Management's employees in keeping its leased area neat and clean. Lessee shall not employ any person for the purpose of such cleaning other than the Building's cleaning and maintenance personnel without prior approval by Property Management.
19. No birds or animals shall be brought into or kept in, on or about public or Lessee areas (except seeing eye dogs actively in use by a person declared legally blind).
20. Lessee will comply with all requirements necessary for the security of the premises both during business hours and after hours and on weekends.
21. Lessee shall not make or permit any improper noises in the Building or otherwise interfere in any way with other tenants or their visitors.
22. Property Management will not be liable or responsible for lost or stolen money, jewelry or other personal property from Lessee's leased area or public areas regardless of whether such loss occurs when the areas are locked against entry or not.
23. No machinery of any kind other than normal office equipment shall be operated by Lessee in its leased area without the prior written consent of Property Management, nor shall Lessee use or keep in the Building any flammable or explosive fluid or substance except in accordance with applicable codes and procedure approved by Lessor.
24. Lessee may not place any items on the balconies of the Building without obtaining Property Management's prior written consent.
25. Property Management reserves the right to rescind or amend any of these rules and regulations and to adopt such other and further reasonable rules and regulations as in its sole discretion it deems advisable for the safety, care and cleanliness of the Building, the operation thereof, the preservation of good order therein, and the comfort of the Lessee.

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

The Committee on Lands & Buildings respectfully recommends, after due and careful consideration, that the amendment to the lease at 195 McGregor Street to allow arcade use and authorization to allow them to apply for a special exception from the Zoning Board be approved.

(Unanimous vote)

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Matthew Normand".

Clerk of Committee

At a meeting of the Board of Mayor and Aldermen held March 05, 2024, on a motion of Alderman Terrio, duly seconded by Alderman Levasseur, the report of the Committee was accepted and its recommendation adopted.

A handwritten signature in black ink, appearing to read "Matthew Normand".

City Clerk

Orr&Reno

Meredith F. Goldstein

mgoldstein@orr-reno.com

Direct Dial 603.223.9183

Direct Fax 603.223.9083

November 10, 2023

VIA HAND DELIVERY

City of Manchester
Office of the City Clerk
One City Hall Plaza
Manchester, NH 03101

Re: Lease Amendment for Glimmerhold by Tabletop Tycoon – 195 McGregor Street

Dear Clerk Normand:

Tabletop Tycoon, Inc. leased 195 McGregor Street, Unit 201 from the City on November 11, 2020. The permitted use under the lease was for “the design of card and board games.” Tabletop Tycoon has faithfully fulfilled all the terms and conditions of the lease and has been a good tenant by all accounts. It now seeks to convert the space to a family-friendly arcade with a charitable benefit for Toys for Tots.

Tabletop Tycoon hereby requests an amendment to the lease to expressly allow the arcade use. The draft lease amendment is attached hereto for consideration by the Board of Mayor and Aldermen.

The proposal is for an upscale, classic, token-based arcade with over 100 pinballs and over 100 arcade games. The arcade is designed to be a clean, safe, and family-friendly environment. No alcohol would be served, but custom sodas and snacks would be available. Tabletop Tycoon aims to be a great partner and understanding neighbor, adjusting operating hours to be outside of regular business hours to accommodate the other business owners at 195 McGregor Street.

The arcade will benefit the community with Tabletop’s commitment to supporting Toys for Tots. Tabletop Tycoon is a four-star sponsor of the program and will donate a game to Toys for Tots for every roll of tokens sold at the arcade.

Relatedly, Tabletop Tycoon also seeks authorization from the City (as the property owner) to seek a special exception from the Zoning Board of Adjustment to allow the arcade. The property is located in the AMX Zoning District, and amusement arcades require a special

exception in that district. A copy of the owner's affidavit required by the ZBA is attached hereto.

If the Board of Mayor and Alderman are agreeable to Tabletop Tycoon's proposed arcade, Tabletop Tycoon requests that the Board authorize the execution of the enclosed lease amendment and ZBA affidavit.

Tabletop Tycoon is happy to answer any questions the Board may have or to submit additional information if needed.

Sincerely,

A handwritten signature in blue ink that reads "Meredith Farrell Goldstein". The signature is written in a cursive, flowing style.

Meredith Farrell Goldstein

Enclosures

FIRST AMENDMENT TO LEASE

This First Amendment to Lease (this “Amendment”) is made as of _____, 2024 by and between CITY OF MANCHESTER (“Lessor”), and TABLETOP TYCOON, INC. (“Lessee”).

W I T N E S S E T H :

WHEREAS, Lessor and Lessee are parties to that certain Lease Agreement dated November 11, 2020 (the “Lease”), pursuant to which Lessor leased to Lessee 12,706 square feet of leasable area (the “Premises”) in the building (the “Building”) located at 195 McGregor Street, Unit 201, Manchester, New Hampshire;

WHEREAS, Lessor and Lessee desire to amend the terms of the Lease to permit use of the Premises as an amusement center/arcade; and

NOW, THEREFORE, in consideration of the foregoing and for other consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. Use of Premises. Section 16.d of the Lease is hereby deleted and replaced with the following: “The main use of the Leased Premises is as an amusement center/arcade. Lessor hereby consents to the Lessee’s alterations to the Leased Premises for such use substantially as shown on the floorplan attached hereto.”

2. Ratification of Lease. Except as amended hereby, the terms and conditions of the Lease are hereby affirmed and ratified. In the event of any conflict between the Lease and this Amendment, the terms of this Amendment shall control. Lessor and Lessee each hereby confirm their respective obligations under the Lease. Lessor hereby acknowledges and confirms that, as of the date of this Amendment, Lessor has no claims, counterclaims, set-offs or defenses against Lessee arising out of the Lease or in any way relating thereto. Lessee acknowledges and confirms that, as of the date of this Amendment, Lessee has no claims, counterclaims, set-offs or defenses against Lessor arising out of the Lease or in any way relating thereto.

3. Authority. Lessor and Lessee each warrant to the other that the person or persons executing this Amendment on its behalf has or have authority to do so and that such execution shall fully obligate and bind such party to all of the terms and provisions of this Amendment. Lessor and Lessee each represent and warrant to the other that it is the present holder of its entire interest under the Lease and that there exists no obligation to obtain any consent from any third party to enter into this Amendment, or if there is such an obligation to obtain consent from a third party, such consent has been obtained and is in full force and effect as of the date hereof.

4. Execution/Entire Agreement. This Amendment, together with the Lease, constitutes the entire agreement of the parties, and may not be amended except by written instrument signed by all parties. This Amendment shall have the effect of an agreement under seal and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Counterparts. This Amendment may be executed in any number of counterparts,

each of which shall constitute an original and together a single instrument, with the same effect as if the signatures on a partially executed counterpart were upon the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Lease as of the date first above appearing.

LESSOR:

CITY OF MANCHESTER

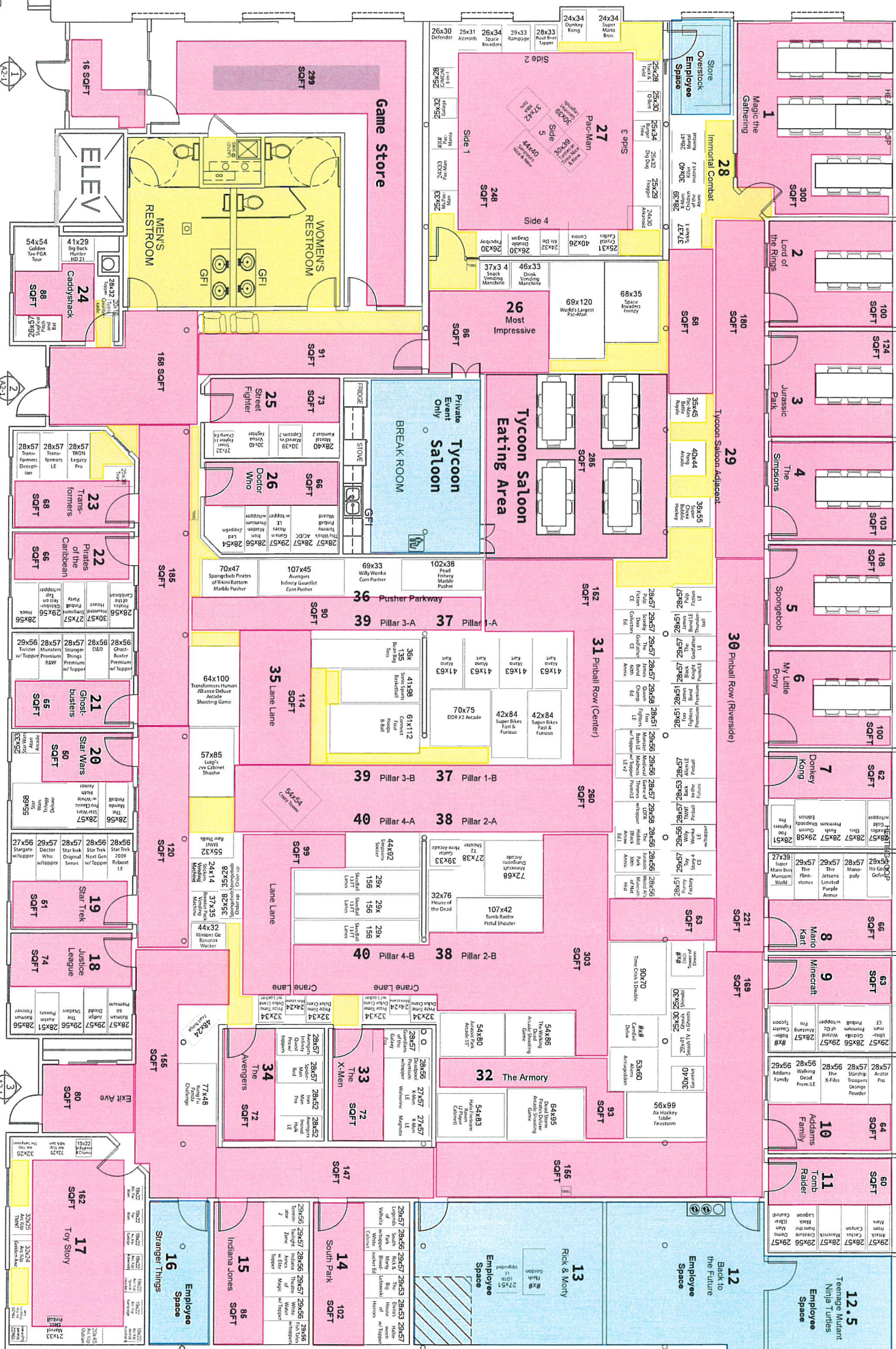
By: _____
Name: _____
Its: _____

LESSEE:

TABLETOP TYCOON, INC.

By: _____
Name: _____
Its: _____

Floor Plan



Timothy J. Clougherty
Public Works Director

Owen P. Friend-Gray, P.E.
Deputy Public Works Director

Mark Gomez
Chief of Parks, Recreation
& Cemetery



Commission
Colin Manning, Chair
David Flurey
Erin Loomis Laughlin
Jen Drociak

CITY OF MANCHESTER
Department of Public Works
Parks, Recreation & Cemetery Division

November 10, 2025

Committee on Lands & Buildings
Board of Mayor and Aldermen

RE: Encroachment Variance for Tax Map 505 Lot 19A, adjacent to Huse Cemetery on Mammoth Rd

Chairman Levasseur:

Bremer Street LLC, owner of Tax Map 505 Lot 19A (located on Mammoth Road adjacent to the historic Huse Cemetery), has requested an encroachment variance to facilitate a safer driveway for ingress and egress to/from the planned development of 30 townhouses. Please see attached letter from engineering consultants Fuss & O'Neill for more detail.

The Parks, Recreation & Cemetery Division has reviewed the design plans and ground-penetrating radar data provided by the owner's consultants. We have also discussed the request with Highway Division engineers, who have affirmed that a wider driveway would allow for a safer, "right in, right out" design. From a cemetery standpoint, we have no objection to the proposal.

In consultation with the Solicitor's Office, we understand that both the Board of Mayor and Aldermen and the Trustees of Trusts (acting as Cemetery Trustees) must provide official approval, preferably in that order.

The Trustees of Trusts next meet on December 9, then not again until March 2026. Your expeditious attention to this matter is appreciated.

Mark M. Gomez
Chief of Parks, Recreation & Cemetery

cc: Tim Clougherty, Public Works Director
Owen Friend-Gray, Deputy Public Works Director
Kelly Koetsier, Parks Operations Manager
Greg Paris, Cemetery Superintendent
Caleb Dobbins, Chief Highway Engineer
Kristen Clarke, Traffic Engineer
Jeff Belanger, Planning & Community Development Director
Jonathan Golden, Senior Planner

October 15, 2025

Mr. Mark Gomez
City of Manchester, Department of Public Works
475 Valley Street
Manchester, NH 03103

RE: RSA-289 Encroachment
TM 505-19A Development
Townhomes at Huse Farm, Mammoth Road
Fuss & O'Neill Reference No. 20250079.A10

Dear Mark:

The above referenced project respectfully requests an Encroachment Variance for the proposed development at Tax Map 505 Lot 19A from the Huse Cemetery property at Tax Map 716 Lot 1A.

39 Bremer Street LLC, Owners of Tax Map 505 Lot 19 A, are proposing to develop their property with 30-townhouse style, single family attached dwelling units. During the zoning hearing and subsequent conceptual development meetings with City Planning and DPW staff, it became clear that the abutters and staff wanted to see the project include driveway access and egress from Mammoth Road.

The left-turn lane in Mammoth Road limits the project's ability to safely include a full access driveway so the proposed access is designed as right in and right out. The frontage along Mammoth Road is narrow with limited space to push the driveway further north and away from the Cemetery property to the south. There is also an existing driveway easement benefiting the property to the north that further restricts the driveway from being located further to the north.

The project contracted with Topographix, who performed Ground Penetrating Radar in the area of the proposed driveway, sidewalk and related grading disturbances associated with the proposed development and confirmed the absence of unmarked graves.

A copy of the GPR report is attached along with a copy of the current Site Layout Plan, CS-101 and Grading and Drainage Plan, CG-101.

Thank you for consideration of this request.

Sincerely,



Amy R. Sanders, PE
Project Manager

ARS:mjt

Attachments: Topographix GPR Report
CS-101 Site Layout Plan
CG-101 Grading and Drainage Plan

Cc via email: Pierre Peloquin, Jonathan Golden, Nicola Strong

A Report on the Ground Penetrating Radar Survey Manmmoth Road Property

August 27, 2025



Conducted by
Robert W. Perry
TOPOGRAPHIX, LLC
Hudson, NH

Requested by
Mr. Peloquin - **Peloquin Realty
& Property Management**

TOPOGRAPHIX® LLC

P.O.BOX 333 Hudson, NH 03051
Email: bobperry@topographix.com

www.topographix.com

Business Phone: (603) 429-4417
Cell Phone: (603) 315-4488

Mr. Pierre Peloquin
Peloquin Realty & Property Management
161 River Road
Manchester, NH 03104

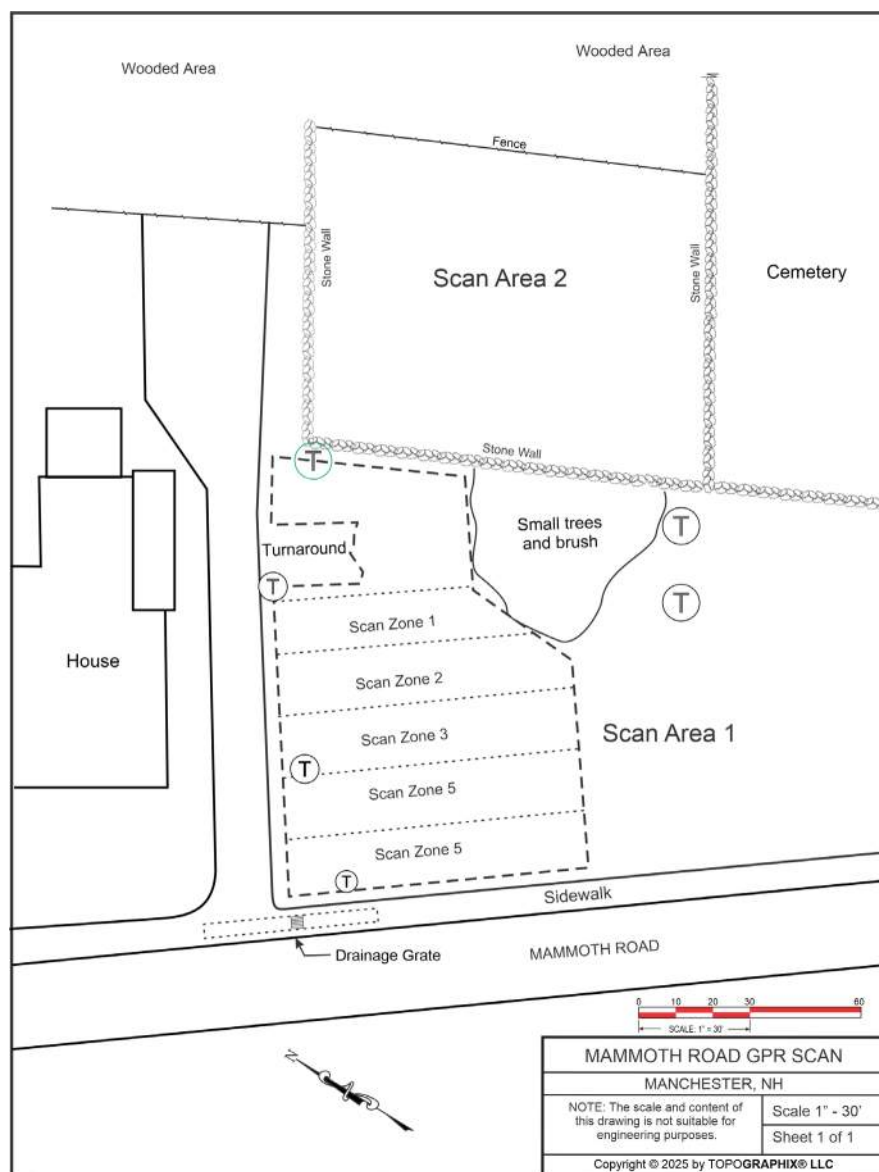
08/27/2025

Subject: Ground-penetrating radar of possible burial site

Dear Mr. Peloguin

I want to thank you for allowing TOPOGRAPHIX LLC to fulfill your GPR requirements.

Ground Penetrating Radar (GPR) was used to scan two open areas adjacent to 97 Mammoth Road, Manchester, NH. The first scan area measured approximately 60 x 80 feet along the roadway, and a second area located to the rear measuring 60 x 60 feet

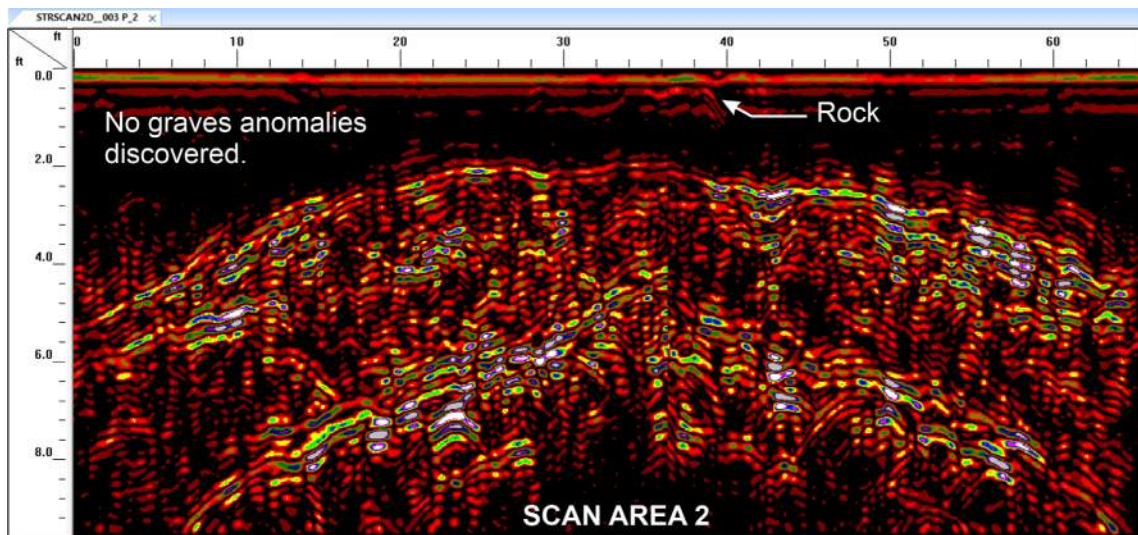
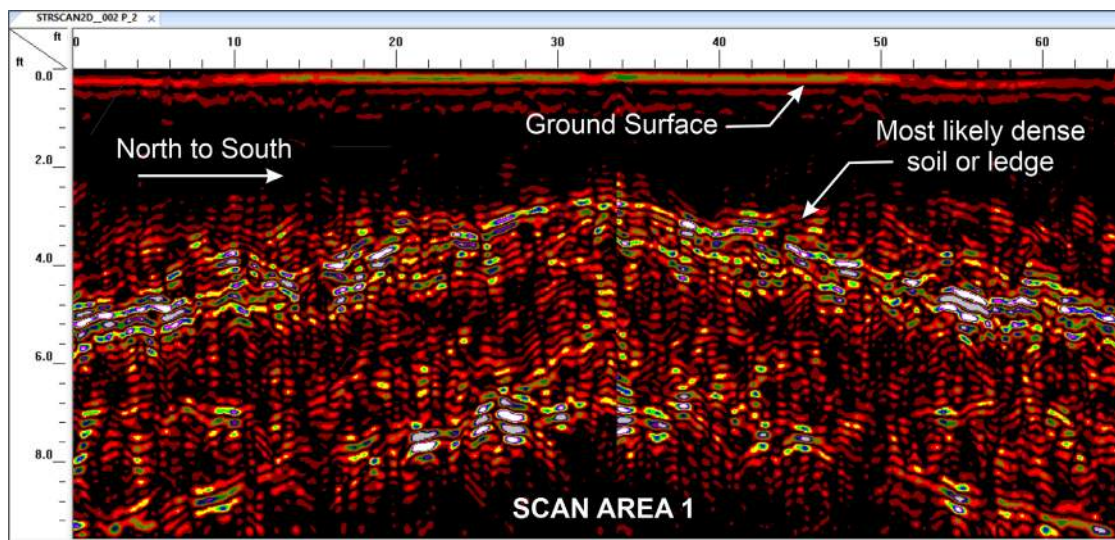


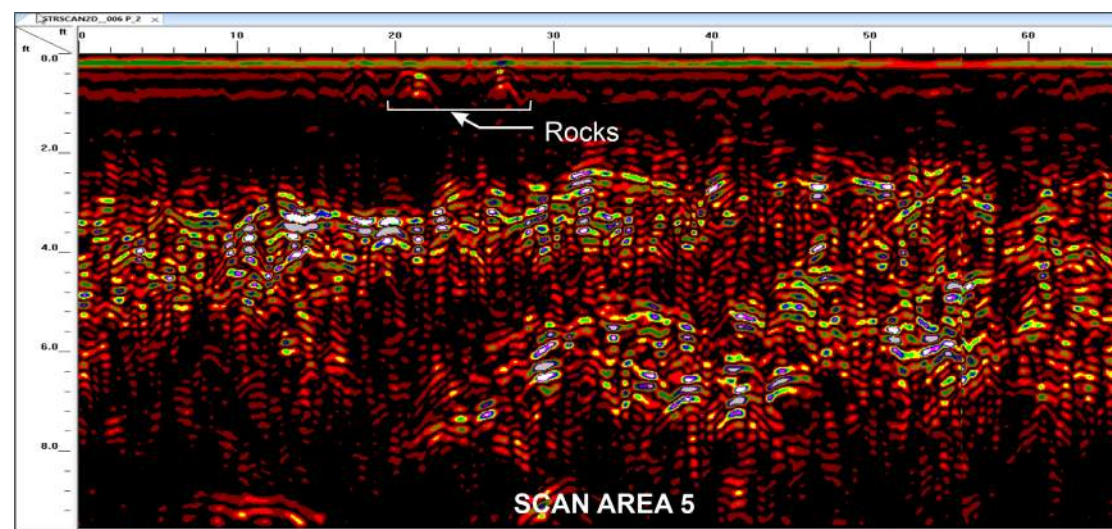
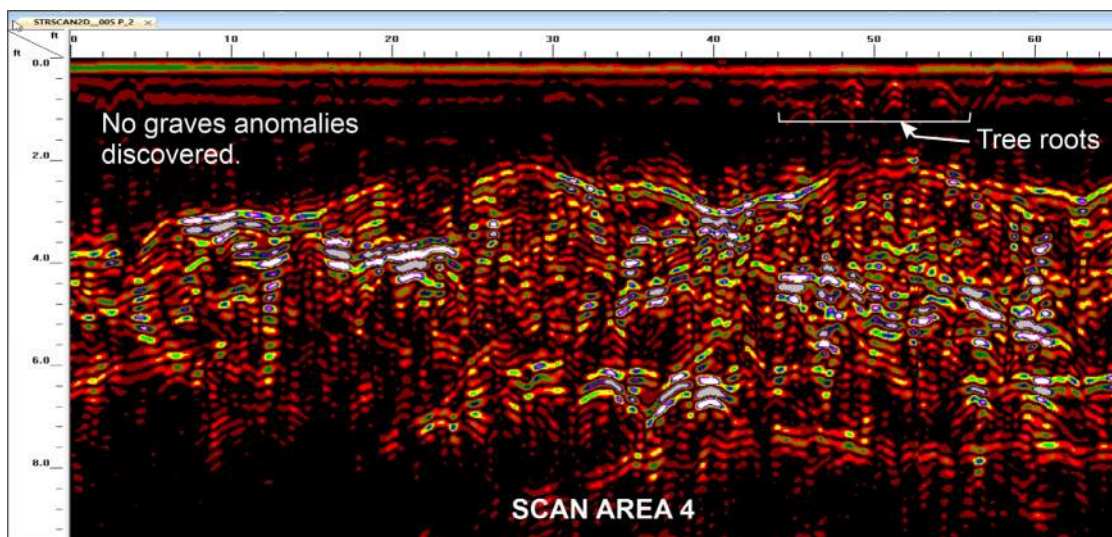
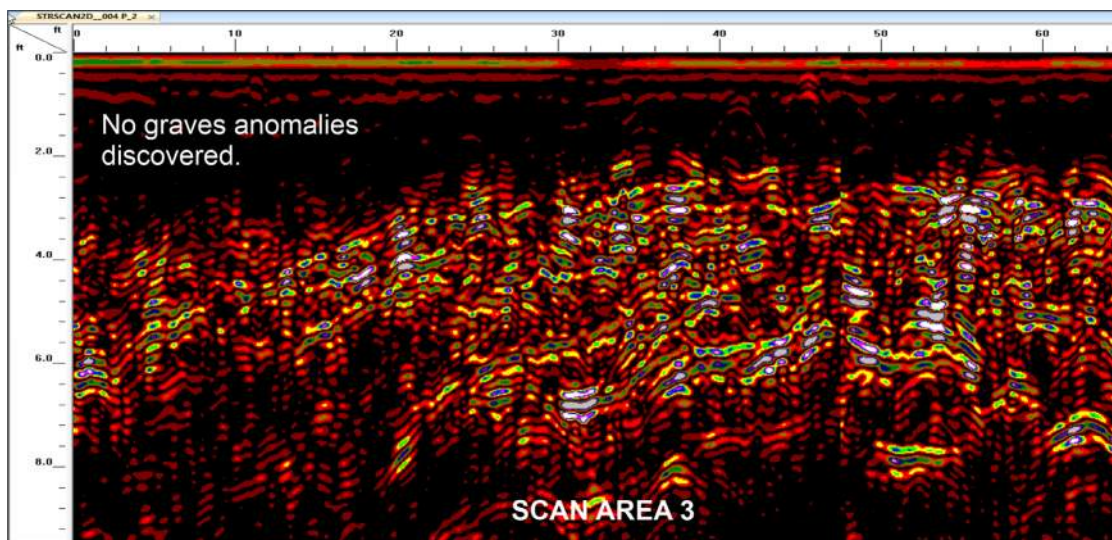
Summary of GPR Results

No graves were identified during the scanning of the two zone areas shown above or during the computerized analysis of the GPR profile images, as shown in the scan areas below.

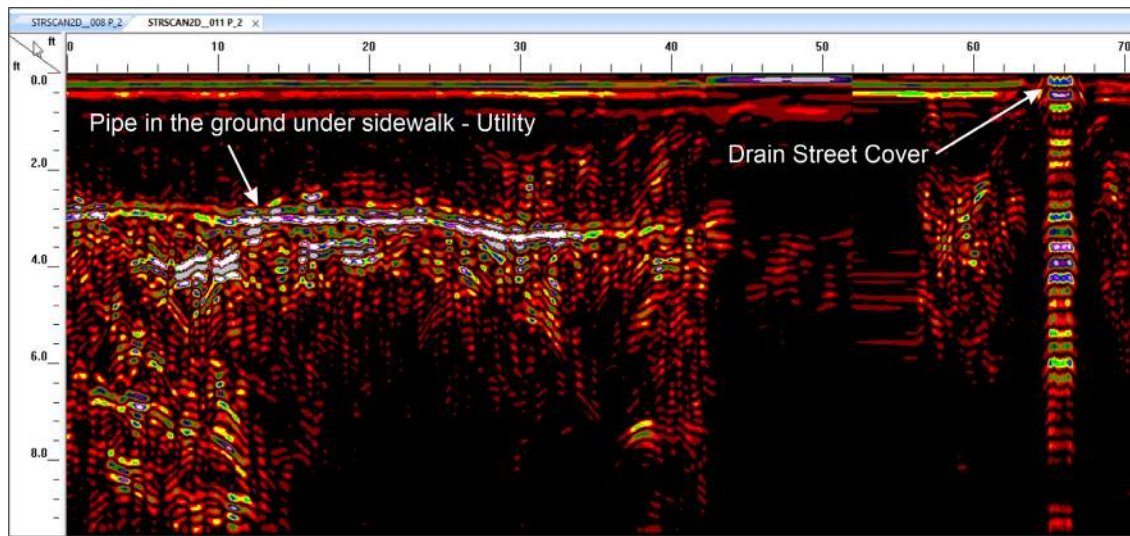
The following GPR profile images show the results for each of the scan areas numbered 1 through 5. Each scan starts on the north side of the property. Please note that there were two scans within each area, performed in a zigzag direction, meaning the first scan started on the north side and scanned southward. I then turned the GPR cart around and continued the scan, moving in a north direction. This way, it was easier to collect and analyze the data from the two scans side by side. The second scan, which is not shown, was performed solely to verify that the same data in the first scan was repeated in the second scan, and it was.

The radar data collected from the two target areas were of good interpretative quality at a penetration depth of 10 feet.





This scan shows the right side of the sidewalk and drainage street cover as you turn into the driveway located at 97 Mammoth Road.



Typical Process used for Grave Scanning

Operating on the fact that burial holes are typically longer than two feet, the confidence level rating on whether an anomaly could be considered a human grave was determined by the observation of the same anomalous pattern repeating itself in the neighboring two-foot lateral scan.

- An anomaly detected on one pass along the survey line would be rated as having a Low Probability of being a human grave.
- The anomaly detected on the second or third pass along the lateral survey lines would be rated as a High Probability of a human grave.

In addition to the position of the anomaly along the survey line, the hyperbolic signature of each anomaly is compared to the unique hyperbola characteristic typically observed from the presence of tree roots, layering or bedding of various rocks, ground voids, disturbed soil layers, and burial holes.

GPR Equipment Used

The radar unit used for the project was the SIR-4000, manufactured by Geophysical Survey Systems, Inc. (GSSI). A 400 MHz antenna was used with a scanning rate of 24 scans per foot at a penetration depth of 10 feet.

Using the GSSI survey cart with a 24" wheel width, the cart was positioned at the baseline (00) and pushed along the length (Y) of the survey line in a north-to-south and south-to-north direction. With each pass of the scanner, a red plastic flag was placed at the site of each subsurface anomaly. Once the scan line was completed, the survey cart was turned around and positioned laterally two feet over and in a zigzag manner, beginning the second scan along the survey line. Scanning continued with each subsequent pass until the entire width and length of the GPR grid zone were covered.

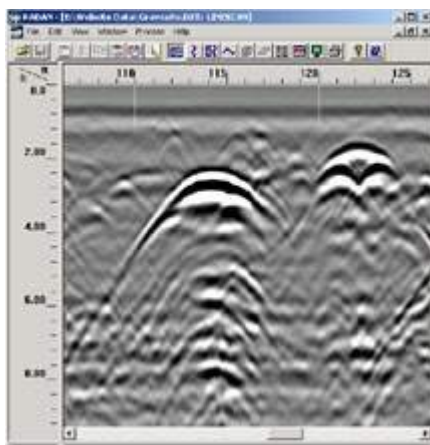
Ground Penetrating Radar (GPR)

Ground-penetrating radar uses a high EM pulse transmitted from a radar antenna to probe the earth. The transmitted radar pulses are reflected from various materials within the ground, and this return is detected by the radar receiver.

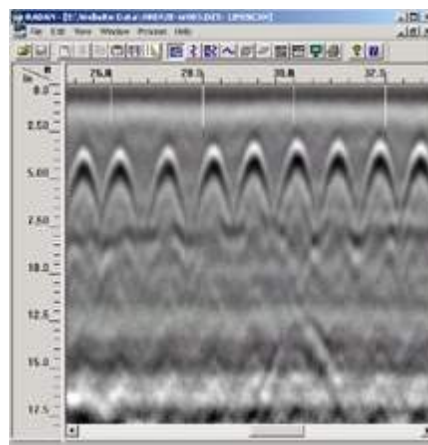
Different materials reflect energy back to the surface in different ways, and some factors come into play when collecting GPR data. Collecting GPR data is subject to the properties of the earth material, location, and ground conditions. Heat, humidity, groundwater saturation, salt, iron deposits, as well as interfering effects such as radiofrequency, cell phones, and extensive metal structures, including cars passing by and traffic lights, all have an impact on the radar data being collected.

Examples of Commonly Detected Objects

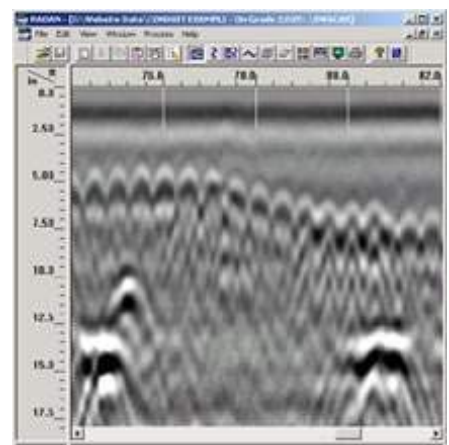
The examples shown below are presented for informational use only. The examples illustrate how a single ground-penetrating radar scan along a survey line can reveal a unique hyperbolic (curve) characteristic of each of the targeted objects. Vertical scales include Time (ns) or Depth (ft/m), as well as a horizontal scale for ground distance, viewed at the top of the images.



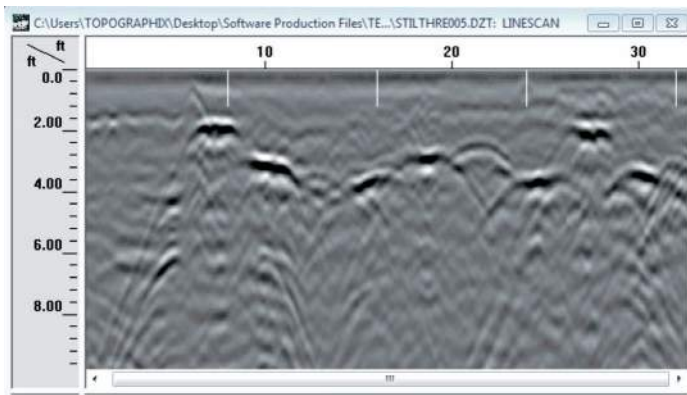
Graves (Coffin)



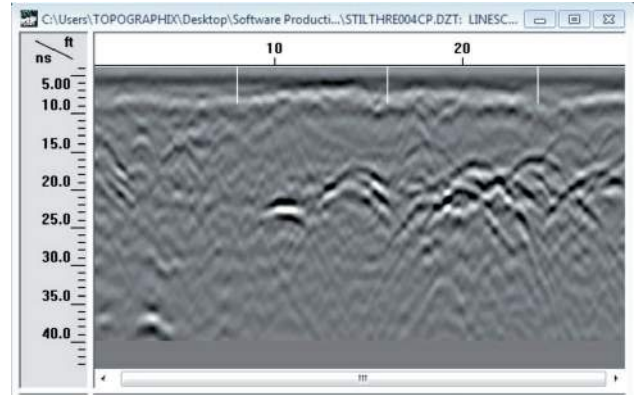
Rebar



Conduits



Burial Vaults

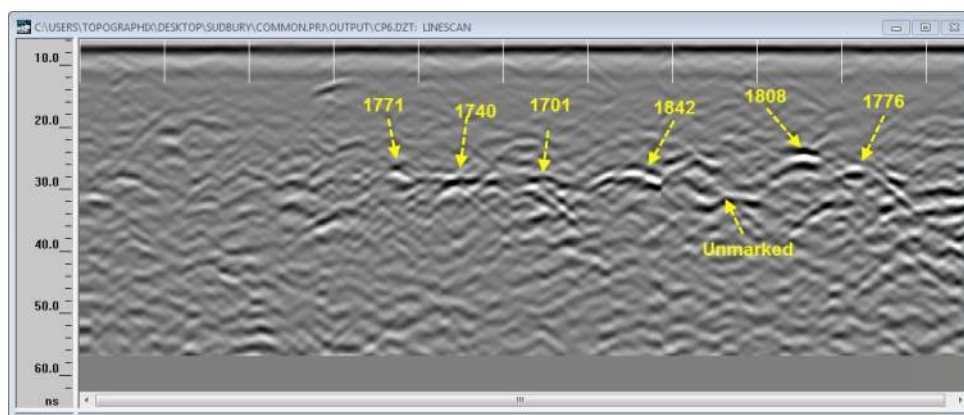


Graves Early 1800s

The two pictures you see below show six dated headstones from the Revolutionary to the Pre-Civil War Era. Picture 1 shows dated headstones, and Picture 2 shows a GPR profile of the same six burials as they appear on ground radar.



Picture 1: Site Picture of Six Dated Headstones (Revolutionary Burial Ground)



Picture 2: Six Dated Graves from the 1700s to early 1800s (Revolutionary Burial Grounds)

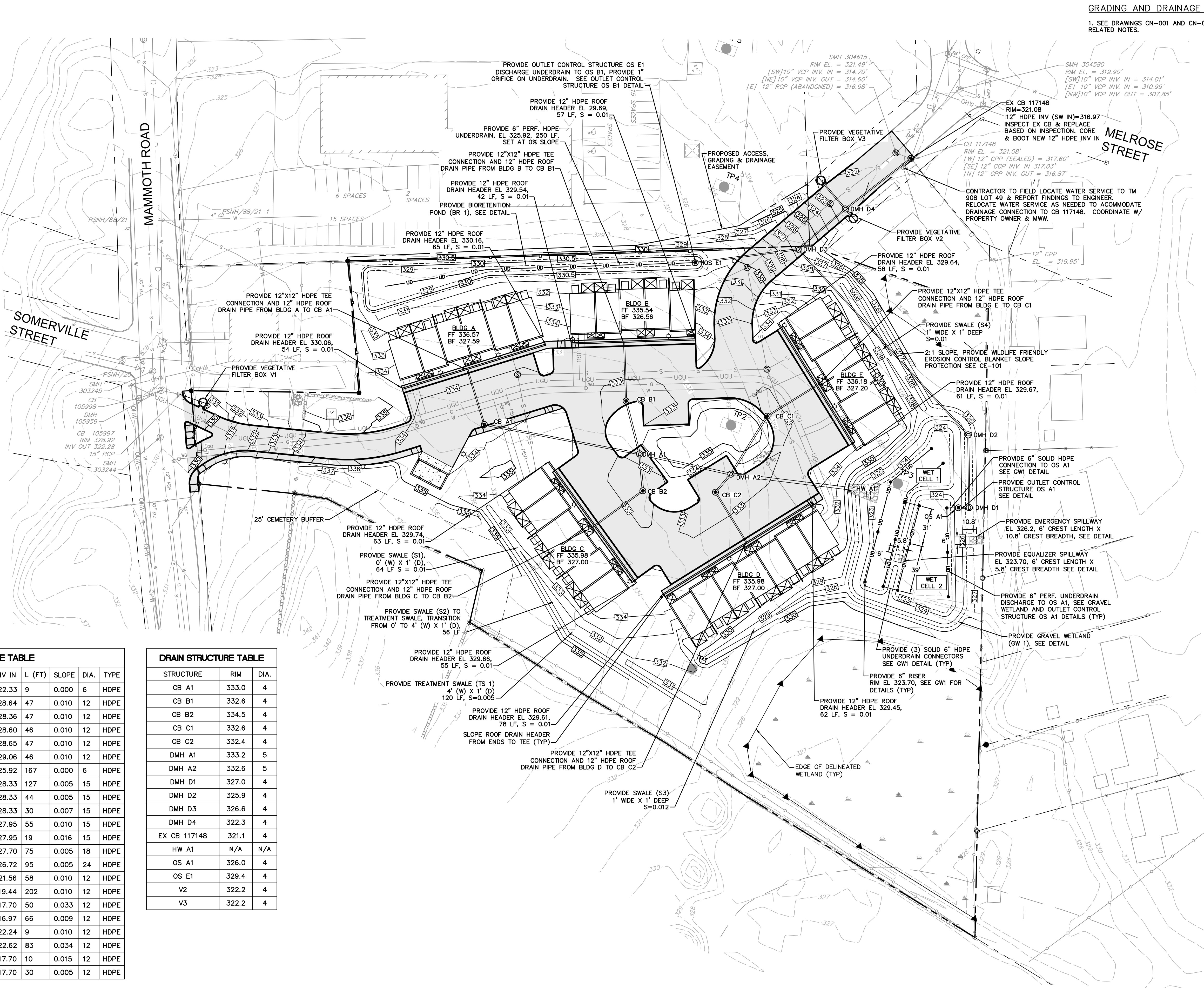
Regards,

RWPerry

Robert W. Perry

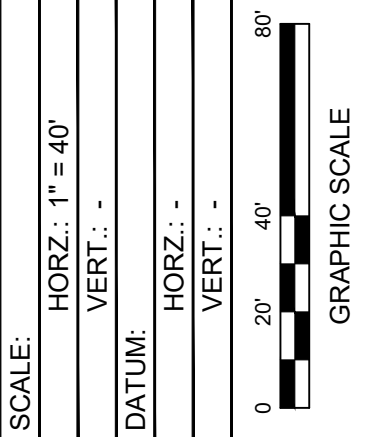
DRAINAGE PIPE TABLE							
FROM	INV OUT	TO	INV IN	L (FT)	SLOPE	DIA.	TYPE
GW 1 UD	322.33	OS A1	322.33	9	0.000	6	HDPE
BLDG C RD	329.11	CB B2	328.64	47	0.010	12	HDPE
BLDG D RD	328.83	CB C2	328.36	47	0.010	12	HDPE
BLDG E RD	329.06	CB C1	328.60	46	0.010	12	HDPE
BLDG B RD	329.12	CB B1	328.65	47	0.010	12	HDPE
BLDG A RD	329.52	CB A1	329.06	46	0.010	12	HDPE
BR 1 UD	325.92	OS E1	325.92	167	0.000	6	HDPE
CB A1	328.96	DMH A2	328.33	127	0.005	15	HDPE
CB B1	328.55	DMH A1	328.33	44	0.005	15	HDPE
CB B2	328.54	DMH A1	328.33	30	0.007	15	HDPE
CB C1	328.50	DMH A2	327.95	55	0.010	15	HDPE
CB C2	328.26	DMH A2	327.95	19	0.016	15	HDPE
DMH A1	328.08	DMH A2	327.70	75	0.005	18	HDPE
DMH A2	327.20	HW A1	326.72	95	0.005	24	HDPE
DMH D1	322.14	DMH D2	321.56	58	0.010	12	HDPE
DMH D2	321.46	DMH D3	319.44	202	0.010	12	HDPE
DMH D3	319.34	DMH D4	317.70	50	0.033	12	HDPE
DMH D4	317.60	EX CB 117148	316.97	66	0.009	12	HDPE
OS A1	322.33	DMH D1	322.24	9	0.010	12	HDPE
OS E1	325.42	DMH D3	322.62	83	0.034	12	HDPE
V2	317.85	DMH D4	317.70	10	0.015	12	HDPE
V3	317.85	DMH D4	317.70	30	0.005	12	HDPE

DRAIN STRUCTURE TABLE		
STRUCTURE	RIM	DIA.
CB A1	333.0	4
CB B1	332.6	4
CB B2	334.5	4
CB C1	332.6	4
CB C2	332.4	4
DMH A1	333.2	5
DMH A2	332.6	5
DMH D1	327.0	4
DMH D2	325.9	4
DMH D3	326.6	4
DMH D4	322.3	4
EX CB 117148	321.1	4
HW A1	N/A	N/A
OS A1	326.0	4
OS E1	329.4	4
V2	322.2	4
V3	322.2	4



GRADING AND DRAINAGE PLAN NOTES
1. SEE DRAWINGS CN-001 AND CN-002 FOR ALL PLAN RELATED NOTES.

PLANS UNDER DESIGN
DEVELOPMENT. ISSUED
FOR INTERIM REVIEW
ONLY. NOT FOR
CONSTRUCTION



FUSS & O'NEILL
50 COMMERCIAL STREET
MANCHESTER, NH 03101
www.fandoc.com

TM 505 LOT 19
PELOQUIN REALTY & PROPERTY MGMT

GRADING PLAN
TOWNHOUSE DEVELOPMENT
MANCHESTER
NEW HAMPSHIRE

PROJ. No.: 20250079.A10
DATE: OCTOBER 6, 2025

CG-101

DESIGNER	REVIEWER	DATE	DESCRIPTION
		1	



Jodie L. Nazaka, AICP
Director

CITY OF MANCHESTER
Economic Development Office

MEMORANDUM

TO: Committee on Lands and Building
Aldermen Levasseur, Vincent, Thomas, Long, Goonan

FROM: Jodie Nazaka, AICP
Economic Development Director

DATE: October 27, 2025

RE: Ordinance Update §36.40 R.S.A. CHAPTER 79-E COMMUNITY
REVITALIZATION TAX RELIEF INCENTIVE

At the September 2, 2025 meeting of the Board of Mayor and Aldermen, upon a motion by Alderman Fajardo, seconded by Alderman Vincent, the Committee's report was accepted, and its recommendation adopted to establish stricter criteria for the City's Community Revitalization Tax Relief Incentive Program. The following ordinance updates reflect the Board's action.

Please don't hesitate to reach out if you have any questions regarding this matter.

City of Manchester New Hampshire

In the year Two Thousand and Twenty-Five

AN ORDINANCE

“Amending Section 36.40 Community Revitalization Tax Incentive of the Code of Ordinances of the City of Manchester regarding the terms of tax relief.”

Page 1 of 2

Be it Ordained, by the Board of Mayor and Aldermen of the City of Manchester, as follows:

I. Amend the Code of Ordinances by inserting new language as bolded (**bold**) and removing language that is struck-through (~~struck-through~~). Portions of the following sections that remain unchanged appear in regular type.

COMMUNITY REVITALIZATION TAX RELIEF INCENTIVE

§ 36.40 R.S.A. CHAPTER 79-E COMMUNITY REVITALIZATION TAX RELIEF INCENTIVE.

The provisions of R.S.A. Chapter 79-E Community Revitalization Tax Relief Incentive are hereby adopted, subject to the following limitations.

(A) Pursuant to R.S.A. 79-E:2 II, *QUALIFYING STRUCTURE* means a building located within the Central Business Service District (CBSD) as defined by the Board of Mayor and Aldermen pursuant to § 37.02, or the Redevelopment District (RDV) as defined by Article 4.01 A.10 of the Zoning Ordinance of the City of Manchester. **Qualifying structures within the CBSD shall maintain commercial uses on the first floor. No buildings within an approved Tax Increment District (“TIF”) or in an area under consideration with the Board of Mayor and Aldermen for a TIF may be deemed a qualifying structure eligible for tax relief.**

(B) Pursuant to R.S.A. 79-E:2 IV, *SUBSTANTIAL REHABILITATION* shall mean rehabilitation of a qualifying structure which costs **exceed 200%** ~~at least 15%~~ of the pre-rehabilitation assessed valuation ~~or at least \$75,000, whichever is greater.~~

(C) Pursuant to R.S.A. 79-E: 5, the Board of Mayor and Aldermen, for projects that include residential units ~~in its discretion~~, may grant a **maximum base** tax relief period of ~~up to, but not exceeding, five years.~~ The Board of Mayor and Aldermen may grant up to an additional **one** year for every 5% of units designated as deed-restricted for a maximum of two additional years, allowing for a total relief period of up to seven years. **The Board of Mayor and Aldermen, at its discretion, may approve a tax relief period less than the maximum base allowed or less than what was requested by the applicant.** ~~two years of tax relief for a project that results in new residential units and up to an additional four years for a project that includes at least two-thirds new affordable housing units.~~

(D) **Applications shall include documentation of the public benefit, including proposed deed restrictions on rent-restricted units or agreements with relevant agencies for voucher forms.**

(E) **Covenants protecting the public benefit pursuant to RSA 79-E:8 shall extend beyond the term of tax relief, including a minimum of 3 additional years for projects that include affordable housing units. Covenants shall also include a provision that the project remain taxable during the relief period and not converted to tax-exempt status.**

City of Manchester
New Hampshire

In the year Two Thousand and Twenty-Five

AN ORDINANCE

“Amending Section 36.40 Community Revitalization Tax Incentive of the Code of Ordinances of the City of Manchester regarding the terms of tax relief.”

Page 2 of 2

(~~D~~ **F**) Pursuant to R.S.A. 79-E: 5 IV, Substantial rehabilitation or replacement shall commence within 12 months of the date of the Board of Mayor and Aldermen’s decision granting tax relief. Failure to timely commence substantial rehabilitation or replacement shall cause said tax relief to expire.

II. This ordinance shall take effect upon its passage.

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

The Committee on Administration/Information Systems respectfully recommends, after due and careful consideration, that the proposed criteria for the Community Revitalization Tax Relief Incentive Program (RSA 79-E) for applications within the Central Business Service District be approved.

(Unanimous vote)

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Matthew Normand".

Clerk of Committee

At a meeting of the Board of Mayor and Aldermen held September 2, 2025, on a motion of Alderman Fajardo, duly seconded by Alderman Vincent, the report of the Committee was accepted and its recommendation adopted.

A handwritten signature in black ink, appearing to read "Matthew Normand".

City Clerk



Jodie L. Nazaka, AICP
Director

CITY OF MANCHESTER
Economic Development Office

MEMORANDUM

TO: Committee on Administration/Information Systems
Aldermen Long, Levasseur, Thomas, E. Sapienza, and Fajardo

FROM: Jodie Nazaka, AICP
Economic Development Director

DATE: July 23, 2025

RE: Criteria for the Community Revitalization Tax Relief Incentive Program (RSA 79-E)
for applications within the Central Business Service District

At the Board of Mayor and Aldermen meeting held on July 1, 2025, the Manchester Economic Development Office (MEDO) put forth a recommendation to suspend the implementation of the Community Revitalization Tax Relief Incentive Program (RSA 79-E) within the Central Business Service District (CBSD) until the Board can establish parameters that clearly define the public benefits deemed worthy of this tax incentive.

The RSA 79-E program is effective due to its ability to provide substantial incentives for projects that may not otherwise be feasible, mainly with respect to historic buildings. This program has been instrumental in assisting Manchester with the preservation and redevelopment of underutilized properties, as well as facilitating new development in underperforming areas of Downtown and the Redevelopment District (RDV).

As a larger city with a robust real estate market, Manchester no longer needs to persuade development in the downtown area; it's happening on its own. As a result, the RSA 79-E program should be tailored to ensure that projects align with the city's adopted Master Plan and guarantee public benefits that surpass what would be achievable without the incentive.

The city can leverage the flexibility permitted by the statute and implement stricter eligibility criteria. I recommend the Board consider adopting all or any combination of the following:

- No buildings or properties within an approved Tax Increment Financing District (TIF) or in an area currently under consideration with the Board of Mayor and Aldermen for a TIF shall be eligible.

- Requiring that rehabilitation costs exceed 200% of the pre-rehabilitation assessed valuation.¹
- For projects that include residential units, a maximum base tax relief period of five years is permitted. This period can be extended by an additional one year for every 5% of units designated as deed-restricted for a maximum of two additional years, allowing for a total relief period of up to seven years.²
- Mandating the documentation of public benefit at the time of application, including proposed deed restrictions on rent-restricted units or agreements with relevant agencies for voucher programs.
- Ensuring that the covenant extends beyond the term of the tax relief, such that for affordable units, the covenant protects these units for a minimum of three years beyond the tax relief term.³
- Stipulating that the property remain taxable throughout the relief period, thus prohibiting any conversion to a tax-exempt status.
- Requiring that buildings within the CBSD must maintain commercial uses on the first floor.
- Requiring partnerships in infrastructure investments, such as enhancements to sidewalks, streetscapes, lighting, and the public right of way.

I remain available to answer any questions that you may have regarding this matter.

Sincerely,

Jodie Nazaka

Jodie Nazaka, AICP

Director

Manchester Economic Development Office

¹ The current threshold is set at 15% or at least \$75,000, whichever is greater, which results in nearly all rehabilitation projects qualifying as “substantial,” irrespective of their actual impact on the community.

² Deed-restricted includes rent restrictions or accepted vouchers. If no rent restrictions or vouchers are accepted, relief is capped at a maximum of five years.

³ For example, 1138 Elm Street added 36 new apartment units to downtown, consisting of 14 deed-restricted workforce/voucher units and 22 market-rate units. The Board approved a seven-year relief period, during which the applicant committed to providing ten years of deed-restricted units.



City of Manchester Parking Division

Faye Morrison
Parking Manager
fmorrison@manchesternh.gov
25 Vine St.
Manchester, NH 03101
603-624-6580

Date: October 10, 2025

To: Land & Buildings

From: Parking, on behalf of Palace Theater

1. Introduction

- **Purpose:** This proposal seeks approval for the installation of a mural on the Victory Parking Garage to enhance community engagement, improve safety perceptions, and attract more visitors to downtown Manchester.
- **Background:** Public art has been shown to foster community pride, reduce vandalism, and create a vibrant atmosphere that encourages foot traffic in urban areas.

2. Project Overview

- **Mural Design:**
 - o Collaborate with Manchester muralist, James Chase, to create a mural that reflects the culture and history of Manchester.
 - o Mural to say “Manchester’s Theatre District”
 - o Ensure the design includes elements that promote inclusivity and community spirit.
- **Location Benefits:**
 - o The mural will be prominently displayed on the exterior of the garage on the Amherst Street side, visible to residents and visitors.

- o Strategically positioned to enhance the visual appeal of the downtown area.

3. Community Impact

- **Enhancing Safety:**
 - o Studies indicate that well-lit and visually engaging areas can deter crime and vandalism.
 - o A vibrant mural can encourage more people to visit the area, contributing to a sense of safety and community.
- **Cultural Engagement:**
 - o Involving a local artist will foster community pride and ownership of the project.
 - o The mural can serve as a backdrop for community events and gatherings, promoting local culture.

4. Project Implementation

- **Timeline:**
 - o Mural Creation: TBD
 - o Project Completion: TBD

5. Conclusion

- A mural on the Victory Parking Garage represents an opportunity to enhance downtown Manchester, making it a more welcoming and vibrant place.
- We request that you vote in favor of this proposal to bring art, culture, and community spirit to our city.
- A picture with the area where the installation will go is enclosed.

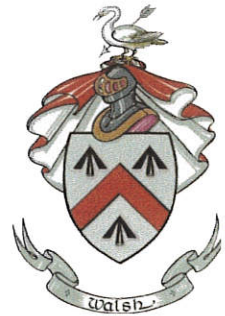
6. Call to Action

- **Vote Request:** We kindly ask you to consider the positive impact of this project and vote in favor of the mural installation.





City Clerk's Office
JUL 03 2024
RECEIVED



The Moher, Brendle and Walsh Families
Formally request
Your attention and Consideration

Honorable Jay Ruais, Mayor
Board of Aldermen,
C/O the City Clerk

The families of Inspector William Moher formally request that the city of Manchester honor the memory of Inspector Moher in this year, the 103rd anniversary of his death, in the line of duty, protecting the City of Manchester. We humbly ask that his service to the City of Manchester be recognized and that his name be memorialized in some fitting fashion with a bronze plaque.



We ask that the City of Manchester consider naming rights to some significant street or public building for Inspector Moher, cementing his legacy and recognizing his sacrifice to the city. The family is pleased that the Manchester Police Department is continuing to memorialize the death of Inspector Moher at the Saint Joseph Cemetery on or about the anniversary of his death. However, given the sacrifices of others in the line of duty and their names being recognized, it is only fitting and fair that Inspector Moher be acknowledged for his service to the city.

Attached you will find the original script from the Manchester Union Newspaper from the morning of July 4th, 1921, giving a full account of Inspector Moher's final act of service to this great city.

Sincerely,

Marlene Moher Thompson
Dennis J. Walsh
Melissa Moher Roy
Robert Moher
Dudley Moher Daigle

Colin Gleason-Aott
Dennis Walsh
Colleen Mousseau

James V. Wall
Yolande Etnier-Walsh
Madolyn Garvey Sullivan
David R. Neely
Richard E. Dwyer
Kathleen M. Messer

THE MANCHESTER UNION.

MONDAY MORNING, JULY 4, 1921

INSPECTOR WILLIAM M. MOHER DIES FROM WOUND INFLICTED BY NASHUA YEGG HE KILLED



INSPECTOR WILLIAM M. MOHER.

REVOLVER DUEL FOLLOWS CHASE AFTER BURGLAR

Later Identified as Oscar
Richard, 22, Overseas Veteran,
of Gate City.

INTENSE EXCITEMENT CAUSED BY SHOOTING

Visit to Pawnshop Saturday Starts Thrilling
Race Through Streets; Nashuan Shot to
Death; Officer Succumbs Sunday
Afternoon.

Inspector William M. Moher, for many years one of the best known members of the Manchester police department, died at the Sacred Heart hospital at 5:30 o'clock Sunday afternoon, as the result of bullet wounds inflicted by Oscar Richard, 22, of Nashua, in a revolver duel, in South Manchester Saturday afternoon. Richard was killed in the fray, Inspector Moher putting five bullets into the yegg's body. Moher, despite the most skillful medical attendance, died as the result of shock.

Richard, it is alleged, had been concerned in the robbery of the house of Colonel Anderson at Nashua on Tuesday night last and was in Manchester trying to dispose of jewelry which he had taken from the Anderson home.

Anta-Mortem Statement.

The story leading up to the affray as told by Inspector Moher in an ante-mortem statement, is comparatively clear, though the witnesses of the

(Continued on Page Two)

MOHER

(Continued from Page One.)

affair vary in their statements in a few minor details.

Shortly after 3 o'clock Saturday afternoon, two men went into what is known as the Puritan Loan company's place at the corner of Lake Avenue and Elm street. This is a pawnshop and is run by a man named Silverman.

One of the men, who proved to be Richard, drew a piece of jewelry from his pocket and asked Mr. Silverman to buy it. The proprietor of the shop asked him how much he wanted for it, and Richard declared that he would be satisfied with six dollars. Mr. Silverman offered him a lesser sum, which the stranger declined to accept. The two men then went away.

A few minutes afterwards, Richard, as it proved, came back, and from one of his coat pockets drew quite a lot of jewelry, and wanted to make a trade. The possession of so many valuables by the stranger aroused the suspicions of Mr. Silverman.

Richard walked behind the counter, following the proprietor, and dumped the jewelry on a back counter. Just then a customer came into the store and wanted to purchase a pair of stockings. Silverman left Richard to wait upon the customer. After the customer had gone, Silverman stepped to the door and looked up and down the street for an officer, as he had well defined suspicions that Richard had too much jewelry in one bunch, which denoted that it was stolen loot.

Inspector Moher was just then coming down the street, being engaged in his daily visitations to the pawn shops. Mr. Silverman beckoned to him,

and Moher went into the pawn shop and confronted Richard.

He asked Richard what he wanted to sell, and the young man pulled out a watch – apparently his own – and Silverman, unbeknown to the stranger, shook his head at the officer, and pointed to his pocket. Richard had scooped up the jewelry from the back counter and replaced it in one of his coat pockets.

Escapes from Pawnshop.

Inspector Moher then took hold of Richard and started with him to the back of the pawn shop, evidently to search the man, who then began to berate the officer in rough language. It was then that Richard gave the officer a sudden push and tried to trip him, in the meantime wrenching himself away from Moher and darting out of the door. The officer, as soon as he could regain his balance, was close on his heels.

Richard had fled across Elm street to Granite street and ran fast in the direction of the passenger station. Inspector Moher, one of the quickest men in the police department, who seldom let a man get away from him, saw that he was no match for the stranger in speed.

He instantly commandeered an automobile belonging to Charles McCarthy of 51 Clay street, a well-known shoe salesman, and asked McCarthy to drive in the direction of the passenger station. The inspector searched all the vicinity of the station, but the stranger had evidently made a good disappearance.

Inspector Moher then ordered McCarthy to drive up Auburn street and at Willow street, near the Sunshine Biscuit branch office, the two men halted the automobile and alighted. Moher had seen the stranger turn into Willow street, and the officer and McCarthy hid behind a building and waited for the man to come along.

As the yegg appeared, Moher stepped out and confronted him. Here the stories differ, but not materially. McCarthy, who has been a nervous wreck ever since the tragic occurrence, states that he was not sure whether Moher had drawn his revolver. Another witness, who claims to have seen the duel, says that Moher had his revolver in his hand as he stepped out and met young Richard. The witness... had told others of the occurrence.

Moher ordered Richard to throw up his hands, supplementing his remark with the exclamation, "Now, I have got you." Moher himself said that he had his revolver in his hand pointing at Richard.

The yegg made a plea for the officer not to shoot, and said, "Put down your gun." At that, Moher dropped his hand, in which he had the weapon, and started towards the yegg.

Yegg Starts Firing

The men at this time were at close range. In an instant the stranger had whipped out a revolver and began firing.

Mr. McCarthy states that when Moher again raised his revolver to reply, his pistol hand was bleeding, and it was afterwards discovered that the first shot that the yegg had fired had passed between two fingers of his pistol hand, grazing the skin and causing the blood to flow.

It was then that the two men emptied their revolvers at each other. Inspector Moher fired at least six shots, five of which took effect. The yegg evidently at the second shot had dealt the officer his death blow. It is thought that the yegg fired six times, but the other four shots went wild.

Richard sustained five wounds. Three of them were in the chest, and any one of them might have been of a fatal character. One bullet went through the palm of Richard's hand, and the fifth bullet through his left forearm.

The yegg had given the inspector his death wound, as it proved, but he was also riddled, and had but a moment to live. Moher had fallen to the ground, while Richard had walked to the Valley cemetery fence, about a dozen feet away, and tossed his pistol over the fence into the graveyard. He had time to do no more, for he dropped dead in his tracks.

Intense Excitement

The shooting caused the most intense excitement. The first policeman to arrive was George E. Welch, who was attracted to the sound of shots and the running of the crowds. Policeman Welch took immediate charge of the situation, sending in an emergency call for the police ambulance.

When policeman Welch reached the scene, Inspector Moher was on the ground, and Mr.

McCarthy was leaning over him, asking him where he was hurt. Moher retained his consciousness and was one of the coolest men in the crowd, if not the coolest.

The police ambulance made a record run to the scene, picked up the wounded inspector and also the body of Richard, and made a rapid run to the Sacred Heart hospital. But Richard was dead, apparently when picked up. The wounded inspector was immediately given over to the charge of the hospital surgeons, while the body of Richard was taken to the Wallace funeral home at the corner of Pine and Lowell streets. All this time the identity of the yegg was unknown. There were many rumors that he was a "Red," and a Russian, and it turned out that he was neither.

Doctor Walter A. Bartlett, medical referee, examined the body of Richard, and gave as his opinion that death had ensued as the result of hemorrhage of the heart and lungs caused by bullet wounds.

Attention was immediately given to the wounded inspector at the Sacred Heart hospital. Doctor John C. O'Conner, one of the most skillful surgeons in Manchester, and a corps of medical assistants took the case in hand.

It was seen at once that the condition of Inspector Moher was extremely critical. The bullet from the yegg's revolver went into the upper part of the abdomen, driving through the stomach, perforating the small intestine in four places and the large intestine in three places. The missile continued on clear through the hip bone, making a hole as large as a half dollar in the bone.

Bowels Torn To Pieces

When placed on the operating table it was seen that Moher had suffered internal hemorrhages, but the doctors were able to control this situation. The other wound sustained by the inspector was between the fingers of the right hand, a bullet evidently passing between the fingers and grazing the skin enough to cause bleeding, the other was the death wound, that which practically tore his bowels to pieces. The attending physicians stated that the bullet had lacerated the interior of the officer's abdomen very badly.

No effort was made to remove the bullet, which had passed through the hipbone, but it was

located by means of the X-ray, and was in such a position that it was not thought that it would give any serious trouble. To remove it under the circumstances would only cause more annoyance to the patient, and it was decided to let it remain where it was.

In the meantime, the doctors had sewed up the seven perforations of the bowels and had applied more drainage tubes. Saturday night it was given out that unless two alternatives ensued – peritonitis or tetanus, the scientific name for lockjaw, there was an even chance for the wounded officer.

Inspector Moher passed a very comfortable night Saturday night, considering the very grave nature of the wound, but the doctors also feared shock. When brought to the hospital Moher was suffering more or less from his wounds.

While the surgeons were getting the X-ray apparatus ready, Captain Charles R. Healey came to the hospital, and the inspector told the story of the shooting and the incidents which led up to the affray, in a very cool and calm manner. In fact, up to a half an hour previous to his death, which occurred at 5:30 o'clock Sunday afternoon, the inspector was one of the bravest and coolest men in the hospital.

Saturday night was passed by the wounded officer in a fairly comfortable manner considering the terrible nature of his injuries, although he was suffering a great deal of pain. Sunday morning his pulse became irregular. The shock and collapse drew on early in the afternoon and the crisis of the shock was reached at 3 o'clock. It was then seen that it was but a matter of a few moments before death must come to the officer.

Shock Causes Death

The heart and the blood vessels after that hour declined to perform their proper functions, and death came at 5:30, the resultant cause of death being collapse induced by shock.

The physicians stated that much depended upon how close the two men were when the shooting took place, as a bullet acts differently when at close range. Sunday morning, doctor O'Conner asked the inspector how close he was to the yegg when the firing took place, and Moher said, "As close as you are to me know." The distance was about three feet.

In the meantime, the police were not idle in their efforts to discover the identity of the yegg who had done the shooting. He was not positively identified as Oscar Richard of Nashua until Sunday morning.

It appears that on Tuesday night last, the home of Colonel Anderson on Concord street, Nashua was entered by robbers and a quantity of jewelry was stolen. The Nashua police had informed the police of all other cities of the occurrence and had sent a description of the stolen jewelry. It happened that the jewelry that Richard had tried to dispose of in Manchester was loot taken from the Anderson home. The Nashua police, as soon as they learned of the shooting in Manchester, and the fact that the dead yegg had been trying to dispose jewelry here, took a lively interest in the proceedings.

Accordingly, on Saturday night, inspectors Burleigh Fletcher and Floyd Eddy came to Manchester and visited Wallace's funeral home, where they took finger prints and other measurements of the body of Richard. They then returned to Nashua, and Sunday morning, by means of the measurements, and inquiries made in the Second city, learned that the dead man was Oscar Richard, 22, of 22 Perham street, Nashua.

Overseas Veteran

Richard was an overseas veteran of the 104th Field Artillery. He had been working in the Jackson mills. He had a father and mother, two brothers, and four sisters. Members of his family stated that about two months ago, Richard had sustained an accident while at his work in the Nashua mills, whereby a beam had fallen on his head. Since that time his relatives state, the young man had not been himself. Inquiry of the mill surgeons failed to bring any recollection of such an accident, however.

Yesterday, Richard's father came to Manchester and claimed the body, and it was removed to Nashua. The identity of the second man, who is alleged to have visited the South End pawnshop on the occasion of the first attempt to dispose of the stolen jewelry, had not been learned. The dead yegg was unmarried.

Inspector William M. Moher was one of the most experienced and efficient officers of the Manchester department. Chief M.J. Healy just last

night paid a deserved tribute to the dead inspector. Said the chief:

Healy's Tribute

"Inspector Moher was one of the very best officers I ever had. He absolutely had no fear whatever. He was one of the two best men for knowledge and retention of the memory of faces ever in the department. The other man was Sheriff John F. O'Dowd. Inspector Moher was also uncanny in his deductions in a criminal case. He was also as quick as a flash. He was an able officer and a good man."

Inspector Moher was born in Ireland May 24, 1865. He worked in the mills in Manchester before he joined the police department. He became a police man December 24, 1898, and was made an inspector December 31, 1913.

The first beat that Moher took, where he showed exceptional ability was what is called the "Barbary Coast" region. This location is between Bridge and Washington street and Elm and Birch streets. While what is known as the "Coast" today is as quiet as a sheep pasture, in the old days it was a rough place and was frequented by the worst- or some of the worst- tough characters ever in Manchester. For a long time O'Dowd, who is now the county sheriff had charge of this post, and when Moher became a police officer he took the "Coast" beat that O'Dowd relinquished.

And the young officer had his troubles, because the tough gang which then existed determined to run him off the beat - which they did not succeed in doing. The reverse happened, for Moher ran the tough men out of the area. Present members of the department are never tired of telling how Moher went at the business when there were those tough citizens who determined that Moher and the "Coast" beat must be separated. Moher stayed on the beat and came off with flying colors.

Uncanny Memory of Faces

While in the ranks of the policemen Moher developed the same uncanny memory of faces that had distinguished his predecessor, O'Dowd. It was apparent to his superiors that he was fitted for the thief-catching game incidental to the duties of an inspector, and he was accordingly elevated to the inspectorship, as stated, in 1913.

He distinguished himself almost immediately. There have been so many cases upon which Inspector Moher worked, that his comrades in the department state that they hardly know where to begin to list the successful work of the officer. One of the best known cases which he solved was the mystery of a series of breaks a few years ago and the arrest of Dugie. The town was almost panic-stricken with perhaps 30 or 40 breaks, which had been made in rapid succession in the residential portions of the city.

Moher went to work on the case and by some remarkable deductions ran the responsibility of the breaks to the door of Dugie, who was arrested in a small lodging house on Hanover street, and who later confessed with some elation his doings as a robber, and stating that some of his work was done under the noses of the police. It was evident that Dugie was exaggerating to some degree his prowess but his arrest stopped the robberies which had been throwing the community into hysterics. Dugie was placed in the Hillsborough county jail, and escaped from there eventually. He was one of the cleverest and most apt second story workers whoever came to Manchester.

Another incident which is related shows the determined nature of Moher to "get his man." One time he was after a culprit who was running away from him. He ceased the first team he saw, and dashed after the man who ran into the mill yards, and jumped into the canal to swim away from the officer. Moher jumped out of the wagon at the edge of the canal, plunged into the current and grabbed the man in the middle of the stream, lugging him to shore and locking him up.

The survivors of the late inspector are his widow, Mrs. Alice Theresa Moher; three daughters, Mrs. Richard Walsh, Mrs. Frank Brendle, and Ms. Mary Moher; two sons, William M. Jr, and Robert Moher of this city. Inspector Moher was an attendant at St. Raphael's church, from which place of worship the funeral will take place.

Up to a late hour last night the final arrangements for the Inspector's funeral had not been made.