

**LONDONDERRY ZONING BOARD OF ADJUSTMENT  
268B MAMMOTH ROAD  
LONDONDERRY, NH 03053**

**MINUTES FROM 7/19/17 MEETING**

The meeting was called to order at 7:00 p.m. Members introduced themselves. The following members were present: Neil Dunn, Chair; Jacqueline Benard, Vice Chair; Jim Tirabassi, Clerk; Suzanne Brunelle, member; Bill Berardino, member; Allison Deptula, alternate member; and Brendan O'Brien, alternate member. Also, in attendance were Richard Canuel, Senior Building Inspector, Laura Gandia, Associate Planner; and Beth Morrison, Recording Secretary. Chairman Dunn reviewed the hearing procedures.

I. APPROVAL OF MINUTES

J. Tirabassi made a motion to accept the June 2017 minutes as presented.

J. Benard seconded motion.

Motion was granted, 5-0-0.

II. REPORT BY TOWN COUNCIL – N/A

III. PUBLIC HEARING OF CASES

**A. CASE NO. 6/21/2017-2: Request for a variance from LZO 2.6.3. to encroach 25 feet into the 50 feet Conservation Overlay District buffer to allow the Nevins Retirement Association to continue to maintain the existing lawn behind 22 units, 7-43 Morrison Drive, 2, 4, 5 Harriet Court (Map 7 Lots 122C 30-51), The Nevins Retirement Cooperative Association (Owner and Applicant) - CONTINUED FROM THE JUNE 21, 2017 MEETING**

J. Tirabassi read the case into the record noting there are previous zoning cases. N. Dunn stated this case was continued from last month to allow for input from the Conservation Commission.

Marge Badois, Conservation Commission Chair, addressed the Board. S. Brunelle asked for an overview on what transpired between the Commission and the Nevins. M. Badois stated that she thinks there is some confusion about what happened. She explained that the Commission was out at

the Nevins monitoring conservation easement land, noting that the buffer runs through the same conservation easement land, which is why this issue came to the forefront. She further explained that it is not the Commission's job to monitor the buffer. She noted that Mike Noone, a Conservation Commission member, met with the Nevins board to discuss the situation and at that meeting it was suggested that the Nevins scale back on what was being applied to the lawns for maintenance by using only lime and wood ash, not chemical fertilizers, noting that the Nevins residents could mow the buffer. She stated the Nevins landscaper attended one of the Conservation Commission's meetings and discussed what could be used on the lawns. N. Dunn asked for the difference between the conservation easement and buffer. M. Badois explained that a conservation easement is like a deed restriction that puts land into conservation (such as selling the development rights). She further explained the easements usually contain restrictions, such as no building or development, and the land is somewhat open to the public. She stated that this particular easement was protecting the wetlands and that the buffer to those same wetlands is the buffer that came up in question as having been encroached on by the lawns of the residents on that side of the Nevins. N. Dunn asked if the walking trail is the easement. M. Badois stated it was not. J. Benard asked about the notes and the reference to the Nevins residents but not to the actual lawns. M. Badois reiterated that it is not the Commission's job to monitor the buffer only the easement, but the Commission had to address the fact that the residents were encroaching on the buffer. J. Benard asked for clarification on why the landscaper came to the meeting. M. Badois stated it was to address what is allowed to be done/used in the buffer regarding lawns. N. Dunn asked Richard Canuel if there was a protocol for monitoring the buffer. R. Canuel stated that more than likely, there was but it usually comes to his office in the form of a complaint that someone is encroaching into a buffer. He noted that usually the buffer extends 50 feet beyond the edge of the Conservation area, so even though the Conservation Commission may have stewardship over the Conservation area, they do not necessarily have stewardship over the buffer. N. Dunn asked if mowing is allowed in the buffer. M. Badois stated the Commission prefers no mowing. N. Dunn clarified that in this particular case it is on record that mowing is allowed as long as no chemicals were applied to the lawn. M. Badois agreed. N. Dunn stated that looking at the map of the Nevins there seems to be a lot of areas where the 50 foot buffer might back up to other units somewhere else, and noted that the Commission was not looking at those areas, just where the easement was. M. Badois agreed. J. Benard asked if the Commission found a violation of the buffer would they report it. M. Badois stated that the Commission would report one if they find one, but noted that anyone can report an encroachment on the buffer, it does not have to come from the Conservation Commission.

Mike Noone, Conservation Commission member, addressed the Board and stated that he was present when the Commission met with the board at the Nevins. He stated that when the easement was monitored and the problem with the buffer was identified, the Commission contacted the property manager, Joe Volanti. He stated that Joe Volanti asked the Commission to come to the Nevins to meet with himself and a board of representatives from the Nevins. He noted that he met with the

property manager and the representatives at the Nevins stating no letter went out to the residents, rather a meeting was held. J. Benard asked when M. Noone met with the Nevins noting the December 15, 2015 inspection report and mention of the Nevins in the minutes from April 22, 2014, as well as the Tinkham Garage Superfund site and EPA monitoring. M. Noone stated he met with the Nevins on February 24, 2016, noting that anything that happened before December 30, 2015, is not part of this monitoring, as he had not joined the Commission until August of 2015. J. Benard stated that in the notes from May 10, 2016, it was noted that the attorney is working with the Commission to address the issue. M. Noone stated that he had only meet with the property manager, not an attorney. N. Dunn asked if a copy of the inspection report was given to the Nevins. M. Noone stated he might have emailed a copy to Joe Violanti, the property manager. N. Dunn asked what the standard procedure would be. M. Noone stated normally the Commission would send an encroachment letter, but in this case, when the property manager preferred to meet with the Commission and the meeting was documented. J. Benard asked what the mitigation methods were suggested to Joe Volanti. M. Badois stated the only solution given was to not use fertilizer.

Anthony Violanti, member of the Nevins Co-operative, 45 Morrison Drive, addressed the Board and stated he was present at the meeting with Mike Noone, Conservation Commission member, and Mike Speltz, Conservation Commission alternate member. He stated that M. Noone and M. Speltz presented the documentation that the Board had referenced, including the inspection report, as well as some other items regarding trash in the wetlands. He stated that the Commission members at the meeting brought up the encroachment issue noting that the Nevins should not be fertilizing the lawn within the 50-foot buffer. He stated that he was unaware of the buffer's existence at this point and had a discussion regarding it with the Commission members at the meeting. He noted that the Commission members mentioned only using potash or lime in the buffer and suggested applying for a variance from the Zoning Board of Adjustment. He then explained that Nevins representatives met with the landscaper to inform him of what transpired at the meeting. He noted that the landscaper then told them that the grass would die eventually because it cannot live on potash and lime and needs nitrogen. He then stated that the Nevins filed for a variance.

N. Dunn asked the Conservation Commission members if there is anything organic that could be applied. M. Badois answered not according to any guidelines of which she is aware. M. Badois stated she wanted to correct the record noting wood ash is acceptable, not potash.

Mike Speltz, 18 Sugarplum Lane, alternate member of the Conservation Commission, addressed the Board stating he was at the meeting with the Nevins and the Commission, and both sides stated an accurate representation of what occurred. M. Speltz commented that the ordinance regulates what can be used on the lawns.

N. Dunn asked if anyone else from the Board had questions for the Conservation Commission and there were none. N. Dunn then asked the applicants to approach the Board.

Attorney, Robert Shepard, Smith-Weiss Shepard, 47 Factory Street, Nashua, NH addressed the Board. He stated that the Nevins board contacted him for assistance in filing a variance. He stated he communicated with Town Planner Colleen Mailloux who informed him that a variance was necessary. R. Shepard stated that at the last meeting there was a question regarding if the homeowners should have known about the buffer zone when purchasing the property. He presented the Board with three deeds for property in the Nevins (Exhibit A) and reviewed them with the Board noting that he was unable to find note #5 on the plan. N. Dunn stated he thought the note was from the approved site plan. He inferred that if he could not find this note, how could a homeowner. S. Brunelle asked if these deeds are representative of the units that are along this buffer. R. Shepard stated the first one was not and the second two are. S. Brunelle stated that the first deed was irrelevant. R. Shepard again went through exhibit A with the Board noting the second deed and again reiterated that he feels it would be something that the average homeowner would not have known about. He stated that he is not here to point fingers and say that the town did anything wrong, but he feels that the homeowners are innocent. He stated that nothing can be treated in these lawns and what if someone's foundation had ants, as of right now, the ants cannot be treated. N. Dunn clarified that note #5 was on the TF Moran site plan page 19. R. Shepard stated that plan is at the Town Hall, but it is not recorded, again stating the average homeowner would not be aware of this. S. Brunelle stated that she is an attorney and reviews deeds all day and if she were representing a client, the client would have known about the buffer zone. R. Shepard noted that it would have been helpful if she had represented his clients. J. Tirabassi asked if these restrictions would be recorded. S. Brunelle stated that open space conservation land would have been flagged, and the buffer zone would have been noted. He concluded that the homeowners wanted to be able to treat their lawns and felt this was a reasonable request.

J. Benard stated that on the original application, on page 3, the applicant recorded that the spirit of the ordinance is observed because they are looking for a reduction of the buffer, not elimination of the buffer and to allow the association to continue to maintain the existing lawns. She noted it stated in addition, the association will not use fertilizer and wanted to clarify where this fertilizer would be applied. R. Shepard stated that his clients are talking about beyond the 25 foot buffer no fertilizer would be applied. He stated his clients are looking to be able to use fertilizer in reduction of the buffer from 50 feet to 25 feet. J. Benard asked if he would like to retract what was written in the original application. R. Shepard stated that he did. S. Brunelle asked how it was arrived at 25 feet reduction. R. Shepard stated that his clients informed him that the Conservation Commission recommended the buffer reduction. N. Dunn pointed out that this application is only referring to the units that are on Morrison, and the whole development has more issues of the same, so he asked when they would be back for the rest of the affected units. A. Violanti stated that they are here addressing the specific



Conservation Commissions concerns. N. Dunn asked that when the association took over the land from the developer if there was a separate deed for just the land. R. Shepard stated that there was not. R. Shepard pointed out that the Nevins may appear in front of the Board again to address similar issues depending on tonight's results. He noted that if he were successful, he would think both the Board and the Conservation Commission would want to come back and address all the issues.

Anthony Violanti read his letter (Exhibit B) to the Board.

Chairman Dunn asked for public input.

Peter Woodbury, 35 Morrison Drive, addressed the Board in favor of the variance noting that one of the deeds referenced in Exhibit A was his deed. He then reviewed with the Board with a plan that he had drawn to 1' per 40" scale and Exhibit C noting that he felt the land in question was about 1600 SF. He stated that if the walking trail had gone in, it would have destroyed 78,000 SF of buffer. N. Dunn asked why the trail was never put in. R. Canuel stated that the Town Council agreed to allow the dissolution of the walking trail.

Mike Speltz, 18 Sugarplum Lane, addressed the Board regarding the resolution of the walking trail. He noted that it was an agreement between the Town and the Nevins association that surrendered the Town's right to build the trail, but did not disestablish the trail easement. He noted there is still a trail there, but it cannot be improved adding that the compensation to the town in giving up its right to build the trail was a donation to the Londonderry Trail Ways' effort to rebuild an addition to the Rail Trail. He asked R. Canuel if that was correct. R. Canuel stated that was correct. M. Speltz noted that the trail had originally gone through two houses.

Phillip Marineau, 41 Morrison Drive, addressed the Board in favor of the variance, stating that he performed research on buffer zones and believed that maintained lawns are an acceptable buffer in his research. He cited studies from the New England Nitrogen and Phosphorous Fertilizer and Associated Management Practice and UCONN recommendations that included UNH. He concluded that based on his research; there should be a 20-foot minimum buffer.

Marge Badois, Conservation Commission Chair, addressed the Board in opposition of granting the variance stating that in reducing the buffer, there may be some unintended consequences, such as construction being allowed in the 25 feet buffer with a deck or a sunroom. N. Dunn stated that with restrictions this could be avoided. R. Canuel agreed. M. Badois suggested that the Board should measure from the back of the homes and give them a minimum of 25 feet from the back of the homes, and not give someone who already has an 80 foot backyard an extra 25 feet. M. Badois noted that if these buffers were to be established today, they would be required to be marked with signs stating wetland buffer, and she suggested these signs be included as indication to where the buffer

zone is to avoid people having this issue in the future. J. Benard asked if M. Badois knew that some of the homes are actually in the buffer zone. M. Badois stated she did and there is nothing that can be done about the structures that are there already. M. Badois explained that she felt all the encroachments should be addressed at the same time.

Peter Woodbury, 35 Morrison Drive, addressed the Board in favor of the variance clarifying that none of the foundations are in the buffer. He requested that the Board should look at the tree line in relation to the houses, noting that eight houses are not even in the buffer zone. He clarified that if the house is currently unaffected by this, the association does not care to increase their lawns and they will continue to fertilize their lawns. N. Dunn stated that M. Badois' point was to measure from the foundation opposed to the actual buffer line. P. Woodbury disagreed.

Steve Feinberg, Nine Morrison Drive, addressed the Board in favor of the variance noting that it was his understanding that the request was for 25 feet from his house, and not from the buffer. He stated that last month a question was asked of him if he would have bought the home knowing this information and he said he probably would have wanted the property at a lower price.

Darlene Beaudry, 17 Morrison Drive, addressed the Board in favor of the variance noting that she has been selling houses for this developer for over 8 years and anytime a house was sold, she noted that buyer owned from the roof to the cellar and 10 feet all the way around. She stated that if they are going to measure from the foundation, then the association already owns it. N. Dunn noted that no homeowner would lose anything from his or her deed.

Bill Melone, 43 Morrison Drive, addressed the board in favor of the variance noting that his house is literally inches away from the buffer and just wants something reasonable and practical for a lawn. He noted that he especially wants to be able to treat ticks on his lawn.

Chairman Dunn asked for any more public input and there was none. He asked for questions from the Board and there were none. He closed the public input and the Board went into deliberations. J. Benard asked how the Board wanted to address the change in answer the applicant had provided regarding the spirit of the ordinance. The Board discussed the wording of the application as it relates to the spirit of the ordinance. N. Dunn reopened it back up to the public for this point.

Attorney Robert Shepard addressed the Board regarding the original application response to spirit of the ordinance. R. Shepard stated that in the remaining 25-foot buffer, they would not use fertilizer.

Chairman Dunn closed the public input again and the Board went into deliberations. J. Benard felt in her opinion an error occurred concerning the placement of the homeowners' lawns in the buffer zone. N. Dunn argued that the developer had made no error and had addressed all the issues at the

time of the development. J. Tirabassi stated he also does not see this as an error, as the builder did not build in error and it is the responsibility of the buyer to have a lawyer go over every deed before buying. S. Brunelle stated it did not matter whether there was an error or not because it does not matter why it happened, but now how to deal with it. B. O'Brien stated he did not feel as this would be opening the door across the board, but based upon looking at the current map of the Nevins, there would be a second round for this development. J. Tirabassi noted that the Board could place restrictions if the variance is granted. N. Dunn also stated that he felt in his opinion he is not a wetland scientist and maybe more information needs to be gathered to see if the ordinance itself needs to be modified or changed. J. Tirabassi noted that he does not have the information to determine which has a greater impact, 18 feet or 25 feet. A. Deptula stated that she felt the goal is to preserve the wetlands versus the impact to the homeowners. R. Canuel stated that he was asked to look up permits pertaining to this development and seven were issued and none encroached on the buffer.

The Board then reviewed the five points of law:

- (1) The granting of the variance would not be contrary to the public interest because it appears there would be no harm to the public and would allow the limited use of their land.
- (2) The spirit of the ordinance would be observed because no apparent harm to the public is incurred.
- (3) Substantial justice is done because it allows the homeowners to enjoy their perceived backyard.
- (4) Values of surrounding properties are not diminished because it keeps to the character of the current neighborhood.
- (5) No fair and substantial relationship exists between the general public purposes of the ordinance provision and the specific application of that provision to the property because: the property is a 55+ and older development, with conservation easements and wetlands. J. Benard stated the uniqueness of this neighborhood is a 55+ community and the Conservation easement on the property. N. Dunn did not feel the property was unique. S. Brunelle felt the property was unique as it was a 55+ community, as well as the Conservation easement and walking trail. B. Berardino stated that since the property is on the wetlands that is what makes it a unique property. J. Tirabassi stated he did not feel it made the property unique to be on wetlands. N. Dunn stated that the wetlands were there when the plan was approved and there was no violation of the building plan, concluding there are special conditions. The Board stated the proposed use is a reasonable one because it is reasonable to assume to have a lawn on residential property.

R. Canuel stated that there are specific requirements for mapping out conservation buffer, noting a certain distance, requirements of signs and where the signs can be placed. Chairman Dunn asked if the Board could reference the Londonderry Site Plan Regulations. R. Canuel answered yes.

Mike Speltz, 18 Sugarplum Lane, alternate member of the Conservation Commission, addressed the Board and stated that the Londonderry Site Plan Regulations specify that the buffer be marked. He noted that there is nothing per state or local law that would require the wetlands to be marked. He reiterated that it would be important not to run into this problem again and to mark and delineate the boundary so that people know where the buffer is. He stated that he felt it was a benefit to the homeowners and compensation to the town for the arguable loss of wetland protection. R. Canuel suggested marking the existing boundary and any boundary that may be granted by the Board.

The Board noted the following restriction: any granted relief would be for the lawn only with measurement from the closest point of the foundation towards the buffer of only 25 feet. The existing 50-foot buffer shall apply to structures.

The Board noted the following condition: the current 50-foot buffer shall be delineated and marked according to the Town of Londonderry Site Plan Regulation and where applicable the integration of the 25-foot relief and also delineation of marking of the 25-foot buffer shall also be marked and delineated.

**J. Benard made a motion to grant the applicant's request for a variance in CASE NO. 6/21/2017- 2: Request for a variance from LZO 2.6.3 to encroach 25 feet into the 50 feet Conservation Overlay District buffer to allow the Nevins Retirement Association to continue to maintain the existing lawn behind 22 units, 7-43 Morrison Drive, 2, 4, 5 Harriet Court (Map 7 Lots 122C 30-51), The Nevins Retirement Cooperative Association (Owner and Applicant) with the following restrictions and conditions as follows:**

- 1. The encroachment for use of a lawn only shall be measured 25 feet from the closest point of the foundation towards the buffer. The existing 50 foot buffer shall continue to apply to structures.**
- 2. The current 50 feet conservation buffer shall be delineated and marked in accordance with the Town of Londonderry Site Plan Regulations. Any encroachment into the buffer as a result of the granting of this variance shall also be marked and delineated in accordance with the Town of Londonderry Site Plan Regulations.**

**S. Brunelle seconded the motion.**

The motion was granted, 3-2-0. The applicant's request for a variance was granted with conditions and restrictions.

**B. CASE NO. 7/19/2017-1: Request for two variances from LZO 2.5.1.3.A.1.d and 2.5.1.3.H.1 to allow the construction of a retaining wall greater than three feet in height that encroaches 20 feet into the 30 feet right-of-way setback for structures from the property line, and to allow construction of a paved driveway within 20 feet of the "green area" perimeter adjacent to a right-of-way, Four Navigator Road, Map 28 Lot 22-1, Zoned IND-II, CYTEC RE Inc. (Owner) and Ed Zielinski (Applicant)**

J. Tirabassi read the case into the record noting there are previous zoning cases. Milton Mitchell, addressed the Board and stated he would be representing the applicant, Ed Zielinski. He explained that the applicant was an off-loading station for methanol alcohols and was deemed a risk by their insurance company to unload this material directly next to the building, which they do currently. He noted that they want to move the filling station 35 feet from the building and put up a retaining wall or blast wall and fill from there. He explained that the underground tank would remain the same adjacent to the building. He concluded that his applicant is looking to changing where they dispense from the tractor-trailer that delivers the alcohol and puts it into the tank on the property. He noted that they have a current variance for the retaining wall and are interested in moving that wall closer to the building. S. Brunelle stated that the clerk had read there were no previous cases. J. Tirabassi stated the last thing in the record was from 1990. M. Mitchell noted that he went through the variance process when putting in the original tank assembly in 2001. B. Berardino asked where the tank is currently. M. Mitchell stated the tank faces out onto Navigator Road. M. Mitchell passes out drawings to the Board. N. Dunn stated when he drove by there it was full of rain. M. Mitchell noted that the rain was pumped out and the concrete slab will come out, replace the rings that go down to the manways on the tank, cover it with asphalt, and maintain it as a fire lane, and can maintain snow removal. M. Mitchell explained that the fill station is going closer to the property not to the road. B. Berardino asked what the wall would be made of. M. Mitchell stated concrete. M. Mitchell stated that the blast wall is there to protect the truck. N. Dunn asked R. Canuel if there were any concerns about flammable or explosive materials. R. Canuel stated that the concern is what is occurring in the building, as that is where the mixing is occurring, not dispensing from the truck itself. J. Benard asked how long they have been at this location. M. Mitchell stated since 2001. B. Berardino asked if the variance was not granted would the insurance company stop insuring them. M. Mitchell stated no they would still be insured, but the insurance company will raise their rates.

He then reviewed the five criteria for the granting of the variance as follows:



- (1) The granting of the variance is not contrary to the public interest: because the proposal is intended to primarily improve the safety from fire and other danger on the property. He stated it will protect the value of the existing property and the modification is appropriate within the industrial district and allow an existing corporate citizen that is here in Londonderry to improve their property.
- (2) The spirit of the ordinance is observed: because it is part of a bigger fire protection system that has been reviewed and improved by the Londonderry Fire Department to protect the building and the occupants and to facilitate and emergency response if needed. The proposed vegetation along Navigator Road is there to mitigate the encroachment into the green buffer area.
- (3) Substantial justice is done: because the project does not compromise the health, safety and welfare and in fact promotes the safety and welfare of the community. He noted that improvements are being made on the recommendation of the risk engineers to protect the property and it improved fire fighter access to the property
- (4) Values of surrounding properties are not diminished: because the project is within the industrial district and adjacent to industrial properties.
- (5) There is no fair and substantial relationship exists between the general public purpose of the ordinance provision and the specific application of that provision to the property: because the structure setback and the green area ordinances interfere with the implementation of the risk engineer's recommendations. He noted that this company has been here for 16 years and is looking to implement safeguards within the existing building. He noted that this is a unique regulation to this company, not other companies. The proposed use is a reasonable one because it will improve the safety of the property and facilitate emergency response for fire fighter personnel and equipment should that ever be necessary. He concluded his presentation.

Chairman Dunn asked for questions from the Board. J. Benard asked R. Canuel why there are new safety regulations that were not in place originally. R. Canuel stated that polices have changed along with insurance regulations. J. Tirabassi then read a letter of support into the record from an abutter, Edward Fredette, CPE, Facilities Engineering Manager, Textiles Coated International (Exhibit D).

Chairman Dunn asked for public input and there was none. Chairman Dunn closed public input and the Board began its deliberations.

The Board deliberated the request for a variance to allow the construction of a retaining wall greater than three feet in height that encroaches 20 feet into the 30 feet right-of-way setback:

- (1) The variance would not be contrary to the public interest because it will in fact increase public safety.

- (2) The spirit of the ordinance will be observed because it increases public safety.
- (3) Substantial justice would be done because improvement on safety to the applicant, first responders and public is done.
- (4) Values of the property would be not diminished because as the surrounding properties are in the industrial zone.
- (5) No fair and substantial relationship exists between the general public purposes of the ordinance provision and the specific application of that provision to the property because of the risk to the landowner as there is no other place to move the underground tank. The proposed use is reasonable one because it the use is already allowed in the industrial zone.

**J. Benard made a motion in CASE NO. 7/19/2017-1: to grant the variance from LZO 2.5.1.3.A.1.d to allow the construction of a retaining wall greater than three feet in height that encroaches 20 feet into the 30 feet right-of-way setback for structures from the property line as presented.**

**J. Tirabassi seconded the motion.**

**The motion was granted, 5-0-0. The applicant's request for a variance was granted.**

The Board deliberated the request for a variance to construction of a paved driveway within 20 feet of the "green area" perimeter adjacent to a right-of-way:

- (1) The variance would not be contrary to the public interest because it will be improving public safety and does not alter the characteristic of the neighborhood.
- (2) The spirit of the ordinance would be observed because it increases public safety.
- (3) Substantial justice would be done because it will increase the safety for the current land owner.
- (4) Values of the property would be not diminished because as the surrounding properties are in the industrial zone.
- (5) No fair and substantial relationship exists between the general public purposes of the ordinance provision and the specific application of that provision to the property because there is no other place on the property in which to create another filing station. The proposed use is a reasonable one because this use is already allowed in the industrial zone.

**J. Benard made a motion in CASE NO. 7/19/2017-1: to grant the variance from LZO 2.5.1.3.H.1 to allow construction of a paved driveway within 20 feet of the "green area" perimeter adjacent to a right-of-way as presented.**

**J. Tirabassi seconded the motion.**

The motion was granted, 5-0-0. The applicant's request for a variance was granted.

II. Communications and miscellaneous: **None**

III. Other business: **None**

B. Berardino made a motion to adjourn at 10:46 p.m.

S. Brunelle seconded the motion.

The motion was granted, 5-0-0. The meeting adjourned at 10:46 p.m.

RESPECTFULLY SUBMITTED,



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CLERK

TYPED AND TRANSCRIBED BY Beth Morrison, Recording Secretary.

**APPROVED (X)** WITH A MOTION MADE BY Jim Tirobassi, SECONDED BY Suzanne Brunelle.

Attachment #1 con# 6/21/2017-2

7/19/17

BK 4872 PG 2790

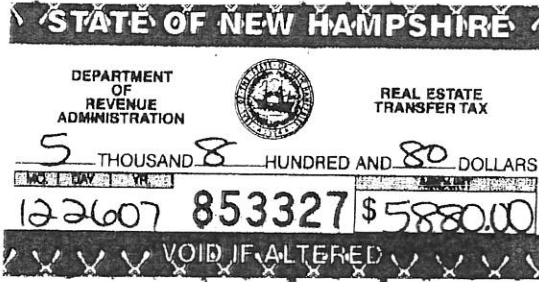
For recorder's use:

Tax Stamp: \$ \_\_\_\_\_

Recording Fee: \$ \_\_\_\_\_

Return to:

Grantee



MAIL TO  
Accurate

**Nevins Active Senior Cooperative Community**  
**WARRANTY DEED for FOUNDATION, BUILDING**  
**and APPURTENANT STRUCTURE(S) with Land Owner Consent**  
**and NOTICE OF LEASE / RENTAL AGREEMENT**

NEVINS FARMS DEVELOPMENT, LLC (a New Hampshire limited liability company) of 100 Andover Bypass, North Andover, MA 01845, for consideration paid, grants to ~~the~~ William K. Brock and Jeanne C. Brock, Trustees of ~~the~~ William K. Brock and Jeanne C. Brock Revocable Trust u/d/t dated May 16, 2006, as amended and as tenants in common (collectively, "Grantee") with a mailing address of 4 Morrison Drive, Londonderry, NH 03053 with Warranty Covenants:

Certain foundation and Modified Morrison Manor Model building (the "Home"), which is situate at Home Site #59, known as 4 Morrison Drive, Nevins Active Senior Cooperative Community (the "Community"), located off of Mercury Drive, Londonderry, Rockingham County, New Hampshire, as shown on a Plan entitled "Subdivision & Consolidation Plan, SINGLE FAMILY ELDERLY HOUSING" and recorded in the Rockingham County Registry of Deeds as Plan #D-31287 (6 sheets), and as further shown on that "Boundary & Building Layout Plan" for the Nevins Active Senior Cooperative Community prepared by TFM, dated August 15, 2005 and recorded as Plan #D-33018 (8 sheets), as further shown on a Plan entitled "Site Layout Plan Single Family Elderly Housing, Mercury Drive, Londonderry, NH" dated January 6, 2003, as revised, on file with Town of Londonderry Planning Board, said Home Site as shown on that As Built Plan for Home Site #59 prepared by Promised Land Survey, LLC, dated APRIL 27, 2016 ("Home Site Plan") filed with the Town of Londonderry.

APPURTENANT STRUCTURES: Also conveyed are the following structures which are appurtenant to the Home (check if included and strikeout those that do not apply):

- |  |   |                                   |
|--|---|-----------------------------------|
| <input type="checkbox"/> storage shed, | <input checked="" type="checkbox"/> garage, | <input type="checkbox"/> carport, |
| <input type="checkbox"/> sunporch,     | <input type="checkbox"/> deck.              | <input type="checkbox"/> porch.   |

{A1256\71712\A0151004.1}

Please Ref: Gilcrest Realty Holdings II, LLC  
 Nevins Retirement Cooperative Association

2007 DEC 26 PM 1:50

069778

ROCKINGHAM COUNTY  
REGISTRY OF DEEDS

LOT IMPROVEMENTS: Also conveyed are the following lot improvements which are appurtenant to the Home (check if included and strikeout those that do not apply):

foundation,                       landscaping,                       irrigation,  
 driveway/walkways                       patio.

The foundation, building and structures conveyed hereby are new and have not been relocated from another site. The building has been permanently attached to a foundation, frost wall and footing on the above referenced site, which is poured concrete set below the frost line. The building has been hooked up to utilities for the supply of water and electricity and for sewage disposal.

**Land Not Conveyed:** The land on which the foundation, building and any structures or improvements referenced above are located is not conveyed hereby.

**Rental Agreement Rules and Regulations:** The foundation, building and structures are conveyed and located upon said site under the terms of the Nevins Active Senior Cooperative Community Rental Agreement and Rules and Regulations between The Nevins Retirement Cooperative Association, a New Hampshire cooperative association, having a mailing address at Londonderry, NH 03053, and/or its assigns (the "Cooperative"), and the Grantee, as tenant, containing certain terms and conditions, including but not limited to: (a) agreement regarding placement on site and prohibitions against the placement or construction on the site of any other structure, addition or substitute of any kind without the express written authorization of the Cooperative; (b) terms regarding financing; (c) terms regarding subletting and occupancy; and (d) permissible uses. See Notice of Lease / Rental Agreement set forth herein.

Additional copies of the Nevins Active Senior Cooperative Community Rental Agreement and Rules and Regulations can be obtained at the offices of Nevins Active Senior Cooperative Community, having a mailing address at 7 Nevins Drive, Londonderry, NH 03053.

**Construction Approval:** The construction of the Home complies with the requirements of the Declaration of the Cooperative, recorded at Book 4523, Page 1234, as may be amended of record, including, but not limited to, Section 3.3 thereof.

**Consent and Joinder to Transfer and Lease:** All or a portion of the tract or parcel of land upon which the foundation, building and structures is situated, is owned by Gilcreast Realty Holdings II, LLC ("Gilcreast"), by Deed recorded at Book 3926, Page 320, and by execution below, Gilcreast joins in and consents to the above conveyance and the below lease of Home Site #59 and waives any interest in and to the Home. Gilcreast shall convey herewith a 1/125<sup>th</sup> interest, as a tenant in common, in the land to the Cooperative simultaneous herewith. The Cooperative shall also acquire a 1/125<sup>th</sup> interest, as a tenant in common, from Gilcreast each time a Home within the



Community is conveyed by Grantor. By execution below, the Cooperative also hereby joins in and consents to the above conveyance. The Grantor herein, Nevins Farms Development, LLC, is the owner of the building, improvements and structures referenced herein, and situated on land of Gilcreast and the Cooperative.

---

**NOTICE OF LEASE / RENTAL AGREEMENT**  
*Nevins Active Senior Community*

Pursuant to the provisions of NH RSA 477:7-a, as amended, notice of lease under an agreement titled as a Rental Agreement is hereby given as follows:

I. Name and Address of Lessor:

The Nevins Retirement Cooperative Association  
7 Nevins Drive  
Londonderry, NH 03053

Name and Address of Tenant:

William K. Brock  
Jeanne C. Brock  
4 Morrison Drive  
Londonderry, New Hampshire 03053

II. Date of Execution of the Lease/Rental Agreement:

December 21, 2007

III. Description of Leased Premises:

Home Site #59, known as 4 Morrison Drive at Nevins Active Senior Cooperative Community in Londonderry, Rockingham County, New Hampshire, as shown on a Plan entitled "Subdivision & Consolidation Plan, SINGLE FAMILY ELDERLY HOUSING" and recorded in the Rockingham County Registry of Deeds as Plan #D-31287 (6 sheets), as further shown on that "Boundary & Building Layout Plan" for the Nevins Active Senior Cooperative Community prepared by TFM, dated August 15, 2005 and recorded as Plan #D-33018 (8 sheets), as further shown on a Plan entitled "Site Layout Plan Single Family Elderly Housing, Mercury Drive, Londonderry, NH" dated January 6, 2003, as revised, on file with Town of Londonderry Planning Board, said Home Site as show on the Home Site Plan referenced above.

Such Lease includes the right of Lessee/Tenant to access to and from a public way to the Home Site, along with rights in common with all others to such other appurtenant easements of record; including but not limited to those as set forth in the Declaration recorded at Book 4523, Page 1234, as may be amended of record.

IV. Term of Lease: 98 years (number of years)

V. Date of Commencement of Term and Extensions:

The Lease commences on December 21, 2007, (unless terminated sooner, which termination must be made pursuant to the terms of said Rental Agreement.) The Rental Agreement makes provision for extensions on a year to year basis upon completion of the term.


VI. Joinder of Landowner: Gilcreast Realty Holdings II, LLC, as a joint owner of the underlying land hereby joins in and consents to the within Lease.

VII. Right of Reverter: The demises premises and the structure(s) located thereon are subject to a right of reverter as more particularly set forth and described in the Lease/Rental Agreement.


THIS NOTICE IS SUBJECT TO AND WITH THE BENEFIT OF THE SAME TERMS, RESTRICTIONS AND CONDITIONS CONTAINED IN THE ORIGINAL EXECUTED INSTRUMENT.

-----  
Executed on December 21, 2007.

GRANTOR:  
NEVINS FARMS DEVELOPMENT, LLC

By:   
Anthony Masi  
Its: Manager, Duly authorized

COOPERATIVE:  
THE NEVINS RETIREMENT COOPERATIVE  
ASSOCIATION

By:   
Anthony Masi  
Its: Manager  
Duly Authorized

BK 4872 PG 2794

GRANTEE:  
THE WILLIAM C. BROCK AND JEANNE C.  
BROCK REVOCABLE TRUST

By: William K. Brock TTE  
William K. Brock, Trustee

By: Jeanne C. Brock TTE  
Jeanne C. Brock, Trustee

TENANT:

William K. Brock  
William K. Brock

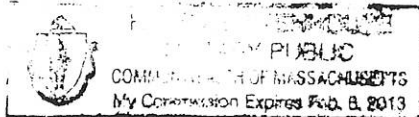
Jeanne C. Brock  
Jeanne C. Brock

LAND OWNER:  
GILCREAST REALTY HOLDINGS II, LLC

By: Anthony Meriti  
Anthony Meriti  
Its: Manager, Duly Authorized

State of Massachusetts  
County of Essex

The foregoing instrument was acknowledged before me on December 21, 2007, by Anthony Meriti, as Manager of The Nevins Retirement Cooperative Association, a New Hampshire Cooperative Association, on behalf of said Cooperation Association.



Robert E. Harbour  
Justice of the Peace / Notary Public  
My Commission Expires: 2-8-2013  
Seal or Stamp:

State of New Hampshire  
County of Rockingham

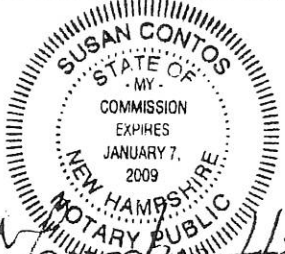
The foregoing instrument was acknowledged before me on December 21, 2007, by William C. Brock and Jeanne C. Brock as their free act and deed before me.



Susan Contos  
Justice of the Peace / Notary Public  
My Commission Expires:  
Seal or Stamp:

State of New Hampshire  
County of Rockingham

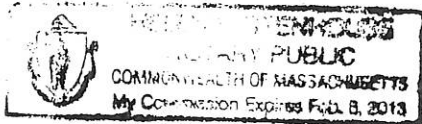
The foregoing instrument was acknowledged before me on December 21, 2007, by William C. Brock and Jeanne C. Brock, Trustees of the William C. Brock and Jeanne C. Brock Revocable Trust as their free act and deed before me.



Susan Contos  
Justice of the Peace / Notary Public  
My Commission Expires:  
Seal or Stamp:

State of Massachusetts  
County of E330X

The foregoing instrument was acknowledged before me on December 21, 2007, by Anthony Meih, Manager of Nevins Farms Development, LLC, a New Hampshire limited liability company, on behalf of said limited liability company.



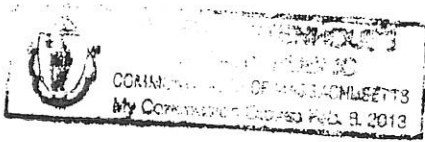
Anthony Meih  
Justice of the Peace / Notary Public  
My Commission Expires:  
Seal or Stamp: 2-8-2013

BK 4872 PG 2796

State of Massachusetts  
County of Essex

The foregoing instrument was acknowledged before me on December 21, 2007, by Manager of Gilcreast Realty Holdings II, LLC, a New Hampshire limited liability company, on behalf of said limited liability company.

William E. Stephens  
Justice of the Peace / Notary Public  
My Commission Expires:  
Seal or Stamp: 2-8-2013





**MAIL TO**

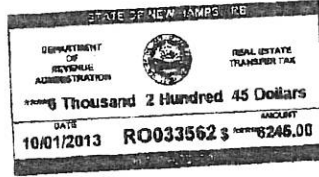
*For recorder's use:*

*Tax Stamp \$*

*Recording Fee \$*

*Return to:*

*Grantee*



052592

*Nevins Active Senior Cooperative Community*  
**WARRANTY DEED for FOUNDATION, BUILDING**  
**and APPURTENANT STRUCTURE(S) with Land Owner Consent**  
**and ASSIGNMENT OF RENTAL AGREEMENT**

Gilcreast Realty Holdings II, LLC, of 100 Andover By-Pass, North Andover, Essex County, Massachusetts for consideration paid, grants to Peter W. Woodbury and Shirley E. Woodbury, husband and wife, ("Grantee") as joint tenants with rights of survivorship, with a mailing address of 35 Morrison Drive, Homesite 34, Londonderry, Rockingham County, New Hampshire 03053 with Warranty Covenants:

Certain foundation and Birch Home Model building (the "Home"), which is situate at Home Site #34, known as 35 Morrison Drive, Nevins Active Senior Cooperative Community (the "Community"), located off of Morrison Drive, Londonderry, Rockingham County, New Hampshire, as shown on a Plan entitled "Subdivision & Consolidation Plan, SINGLE FAMILY ELDERLY HOUSING" and recorded in the Rockingham County Registry of Deeds as Plan #D-31287 (6 sheets), and as further shown on that "Boundary & Building Layout Plan" for the Nevins Active Senior Cooperative Community prepared by TFM, dated November 15, 2005 and recorded as Plan D-33018 (8 sheets), as further shown on a Plan entitled "Site Layout Plan Single Family Elderly Housing, Mercury Drive, Londonderry, NH" dated January 6, 2003, as revised, on file with Town of Londonderry Planning Board, said Home Site as shown on that As Built Plan for Home Site #34 prepared by Promised Land Survey, LLC; filed with the Town of Londonderry.

Subject to any and all matters as shown on Plan No. D-33018.

Subject to High Pressure Water Service Agreement recorded in Book 5349 Page 713.

Subject to the Declaration of Covenants, Restrictions, Reservations, Easements and Joint Ownership Agreement for The Nevins Active Senior Cooperative Community, dated July 29, 2005, and recorded with the Rockingham County Registry of Deeds at Book 4523, Page 1234.

2013 OCT -1 AM 8:48

ROCKINGHAM COUNTY  
REGISTRY OF DEEDS

Subject to a Permit to Construct Dam, dated July 23, 2003, recorded with the Rockingham County Registry of Deeds at Book 4101, Page 69 and Book 4101, Page 71.

Subject to an Open Space Conservation Easement, dated September 15, 2003, recorded with the Rockingham County Registry of Deeds at Book 4150, Page 127.

Subject to a Walking Trail Easement, dated December 21, 2003, recorded with the Rockingham County Registry of Deeds at Book 4279, Page 544.

Subject to an Agreement with the U.S. Environmental Protection Agency, dated July 14, 2005, recorded with the Rockingham County Registry of Deeds at Book 4513, Page 2561.

Subject to the easements to Gilcreast Realty Holdings II, LLC recorded with the Rockingham County Registry of Deeds at Book 3926, Page 327, Book 4187, Page 924 and Book 4187, Page 929.

Subject to a leasehold interest with respect to the Lease by and between The Nevins Retirement Cooperative Association, as Lessor, with joinder of Gilcreast Realty Holdings II, LLC and the proposed owner.

Subject to High Pressure Water Service Agreement recorded in the Rockingham County Registry of Deeds at Book 5349, Page 723.

Meaning and intending to describe and convey the same premises conveyed to Gilcreast Realty Holdings II, LLC by Warranty Deed from Judy Tinkham, Fred S. Tinkham, Fred L. Tinkham, dated January 6, 2003 and recorded in Book 3926, Page 320 of the Rockingham County Registry of Deeds.

APPURTENANT STRUCTURES: Also conveyed are the following structures which are appurtenant to the Home (check if included and strikeout those that do not apply):

storage shed,  garage,  carport,  
 sunporch,  deck,  porch.

LOT IMPROVEMENTS: Also conveyed are the following lot improvements which are appurtenant to the Home (check if included and strikeout those that do not apply):

foundation,  landscaping,  irrigation,  
 driveway/walkways  patio.

The foundation, building and structures conveyed hereby are new and have not been relocated from another site. The building has been permanently attached to a foundation, frost wall and footing on the above referenced site, which is poured concrete set below the frost line. The building has been hooked up to utilities for the supply of water and electricity and for sewage disposal.

**Land Not Conveyed:** The land on which the foundation, building and any structures or improvements referenced above are located is not conveyed hereby.

**Rental Agreement Rules and Regulations:** The foundation, building and structures are conveyed and located upon said site under the terms of the Nevins Active Senior Cooperative Community Rental Agreement and Rules and Regulations between The Nevins Retirement Cooperative Association, a New Hampshire cooperative association, having a mailing address at Londonderry, NH 03053, and/or its assigns (the "Cooperative"), and the Grantor, as tenant, containing certain terms and conditions, including but not limited to: (a) agreement regarding placement on site and prohibitions against the placement or construction on the site of any other structure, addition or substitute of any kind without the express written authorization of the Cooperative; (b) terms regarding financing; (c) terms regarding subletting and occupancy; and (d) permissible uses. Grantor hereby assigns its rights under said Rental Agreement to Grantee and Grantee hereby assumes all obligations relating thereto.

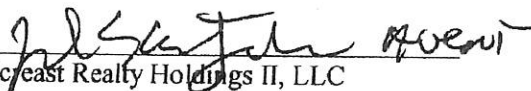
Additional copies of the Nevins Active Senior Cooperative Community Rental Agreement and Rules and Regulations can be obtained at the offices of Nevins Active Senior Cooperative Community, having a mailing address at 7 Nevins Drive, Londonderry, NH 03053.

**Construction Approval:** The construction of the Home complies with the requirements of the Declaration of the Cooperative, recorded at Book 4523, Page 1234, as may be amended of record, including, but not limited to, Section 3.3 thereof.

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**Consent and Joinder to Transfer and Lease:** All or a portion of the tract or parcel of land upon which the foundation, building and structures is situated, is owned by Gilcreast Realty Holdings II, LLC ("Gilcreast"), by Deed recorded at Book 3926, Page 320, and by the Cooperative. By execution below, Gilcreast and the Cooperative also hereby join in and consent to the above conveyance.

Executed this 30 day of September 2013

GRANTOR:

  
Gilcreast Realty Holdings II, LLC

John KALANTZAKOS



NOTICE OF LEASE / RENTAL AGREEMENT  
*Nevins Active Senior Community*

Pursuant to the provisions of NH RSA 477:7-a, as amended, notice of lease under an agreement titled as a Rental Agreement is hereby given as follows:

I. Name and Address of Lessor:  
The Nevins Retirement Cooperative Association  
7 Nevins Drive  
Londonderry, NH 03053

Name and Address of Lessee/Tenant:  
Peter W. Woodbury  
Shirley E. Woodbury  
Londonderry, New Hampshire 03053


II. Date of Execution of the Lease/Rental Agreement:  
September 30, 2013

III. Description of Leased Premises:  
Site # 34, at Nevins Active Senior Cooperative Community in Londonderry, Rockingham County, New Hampshire, as shown on a Plan entitled "Subdivision & Consolidation Plan, SINGLE FAMILY ELDERLY HOUSING" and recorded in the Rockingham County Registry of Deeds as Plan #D-31287 (6 sheets), and as further shown on that "Boundary & Building Layout Plan" for the Nevins Active Senior Cooperative Community prepared by TFM, dated November 15, 2005 and recorded as Plan D-33018 (8 sheets), as further shown on a Plan entitled "Site Layout Plan Single Family Elderly Housing, Mercury Drive, Londonderry, NH" dated January 6, 2003, as revised, on file with Town of Londonderry Planning Board, said Home Site as shown on that As Built Plan for Home Site #34 prepared by Promised Land Survey, LLC, filed with the Town of Londonderry.

IV. Term of Lease:  
98 years (number of years)

V. Date of Commencement of Term and Extensions:  
The Lease commenced on the 30 day of September, (unless terminated sooner, which termination must be made pursuant to the terms of said Rental Agreement.) The Rental Agreement makes provision for extensions on a year to year basis upon completion of the term.

THIS NOTICE IS SUBJECT TO AND WITH THE BENEFIT OF THE SAME TERMS, RESTRICTIONS AND CONDITIONS CONTAINED IN THE ORIGINAL EXECUTED INSTRUMENT.



COOPERATIVE:  
THE NEVINS RETIREMENT COOPERATIVE  
ASSOCIATION

By: William Brock  
William Brock  
Its: Director —  
Duly Authorized

GRANTEE / TENANT:

Peter W. Woodbury  
Peter W. Woodbury

Shirley E. Woodbury  
Shirley E. Woodbury

LAND OWNER:  
GILCREAST REALTY HOLDINGS II, LLC

By: John Kalantzakos  
John Kalantzakos  
Its: Manager, Duly Authorized

State of New Hampshire  
County of Rockingham

The foregoing instrument was acknowledged before me this 30 day of September 2013, by  
Peter W. Woodbury and Shirley E. Woodbury, as their free act and deed before me.



Elizabeth Roosa  
Justice of the Peace / Notary Public  
My Commission Expires:



State of New Hampshire  
County of Rockingham

The foregoing instrument was acknowledged before me this 30 day of September 2013, by William K Brock, the duly authorized officer of the Nevins Retirement Cooperative Association, on behalf thereof



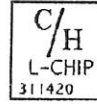
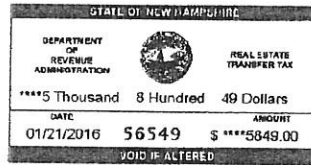
Elizabeth Roosa  
Justice of the Peace / Notary Public  
My Commission Expires:

State of New Hampshire  
County of Rockingham

The foregoing instrument was acknowledged before me this 30 day of September 2013, by John Kalantzakos, Manager of Gilcrest Realty Holdings II, LLC, a New Hampshire limited liability company, on behalf of said limited liability company.



Elizabeth Roosa  
Justice of the Peace / Notary Public  
My Commission Expires:



E 2579

Return to:  
 Steven A. Feinberg  
 Karen L. Aagesen  
 9 Morrison Drive  
 Londonderry, New Hampshire 03053

ROCKINGHAM COUNTY  
REGISTRY OF DEEDS

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*Nevins Active Senior Cooperative Community*

**FIDUCIARY DEED for FOUNDATION, BUILDING  
 and APPURTENANT STRUCTURE(S) with Land Owner Consent**

Kenneth Downey Sr., Executor of the Estate of Marie Rose Downey, of 5 Iris Avenue, South Glens Falls, New York 12803, pursuant to the power conferred by the provisions of the New Hampshire Courts, 10<sup>th</sup> Circuit, Probate Division, Brentwood, docket number 318-2015-ET-1389 and every other power, for Three Hundred Eighty-Nine Thousand Nine Hundred and 00/100 (\$389,900.00) ("Grantor"),

For consideration paid, grants to

\* Steven A. Feinberg, Trustee of the Steven A. Feinberg 2008 Family Trust and Karen L. Aagesen, Trustee of the Karen L. Aagesen Revocable Trust of 2011 as joint tenants with rights of survivorship: \* 20 Pasture Drive, Manchester, NH 03102

Certain foundation and Modified Morrison Model building (the "Home"), which is situate at Home Site #47, known as 9 Morrison Drive, Nevins Active Senior Cooperative Community (the "Community"), located off of Mercury Drive, Londonderry, Rockingham County, New Hampshire, as shown on a Plan entitled "Subdivision & Consolidation Plan, SINGLE FAMILY ELDERLY HOUSING" and recorded in the Rockingham County Registry of Deeds as Plan #D-31287 (6 sheets), and as further shown on that "Boundary & Building Layout Plan" for the Nevins Active Senior Cooperative Community prepared by TFM, dated November 15, 2005 and recorded as Plan D-33018 (8 sheets), as further shown on a Plan entitled "Site Layout Plan Single Family Elderly Housing, Mercury Drive, Londonderry, NH" dated January 6, 2003, as revised, on file with Town of Londonderry Planning Board, said Home Site as shown on that As Built Plan for Home Site #47 prepared by Promised Land Survey, LLC, filed with the Town of Londonderry dated April 27, 2006.

2016 Jan 21 AM 09:13

E 2579

ROCKINGHAM COUNTY  
REGISTRY OF DEEDS

APPURTENANT STRUCTURES: Also conveyed are the following structures which are appurtenant to the Home (check if included and strikeout those that do not apply):

storage shed,       garage,       earport,  
 sunporch,       deck,       porch.

LOT IMPROVEMENTS: Also conveyed are the following lot improvements which are appurtenant to the Home (check if included and strikeout those that do not apply):

foundation,       landscaping,       irrigation,  
 driveway/walkways,       patio.

The foundation, building and structures conveyed hereby have not been relocated from another site. The building has been permanently attached to a foundation, frost wall and footing on the above referenced site, which is poured concrete set below the frost line. The building has been hooked up to utilities for the supply of water and electricity and for sewage disposal.

**Land Not Conveyed:** The land on which the foundation, building and any structures or improvements referenced above are located is not conveyed hereby.

**Rental Agreement Rules and Regulations:** The foundation, building and structures are conveyed and located upon said site under the terms of the Rental Agreement and Rules and Regulations between The Nevins Retirement Cooperative Association, a New Hampshire cooperative association, having a mailing address at 2 Wesley Drive, Londonderry, NH 03053, and/or its assigns (the "Cooperative"), and the Grantee, as tenant, containing certain terms and conditions, including but not limited to: (a) agreement regarding placement on site and prohibitions against the placement or construction on the site of any other structure, addition or substitute of any kind without the express written authorization of the Cooperative; (b) terms regarding financing; (c) terms regarding subletting and occupancy; and (d) permissible uses. Grantor hereby assigns its rights under said Rental Agreement to Grantee, and Grantee hereby assumes all obligations relating thereto.

Additional copies of the Nevins Rental Agreement and Rules and Regulations can be obtained at the offices of Nevins Active Senior Cooperative Community, having a mailing address at 2 Wesley Drive, Londonderry, NH 03053.

**Construction Approval:** The construction of the Home complies with the requirements of the Declaration of the Cooperative, recorded at Book 4523, Page 1234, as may be amended of record, including, but not limited to, Section 3.3 thereof.

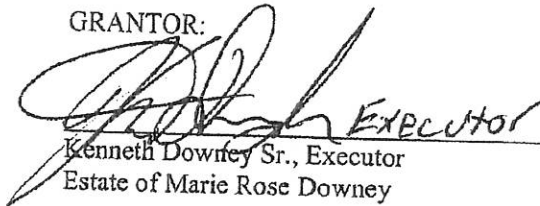
**Assignment of Benefits and Obligations:** The Grantor hereby assigns all of the benefits and obligations under the Agreement and Covenant Not to Sue Re Gilcreast Realty Holdings II, LLC, CERCLA Docket No. 01-2003-0012 (the "Agreement"), and under the Notice recorded on July 15, 2005, in Book 4513, Page 2561, in the Rockingham County Registry of Deeds (the "Notice"), and by accepting this deed the Grantees consent to be bound by the terms of the Agreement and the Notice.

**Consent and Joinder to Transfer and Lease:** All of the tract or parcel of land upon which the foundation, building and structures is situated, is owned by the Cooperative. By execution below, the Cooperative also hereby join in and consent to the above conveyance.

Meaning and intending to describe and convey the same premises conveyed Marie Downey, by Warranty Deed from John G. Twinem and Jacqueline F. Twinem dated August 5, 2014 and recorded in Book 5551, Page 695 of the Rockingham County Registry of Deeds.

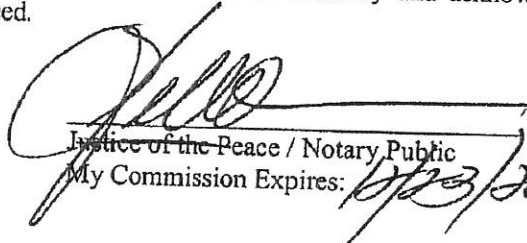
Executed this 19 day of January, 2016.

GRANTOR:

  
EXECUTOR  
Kenneth Downey Sr., Executor  
Estate of Marie Rose Downey

State of New Hampshire  
County of Hillsborough

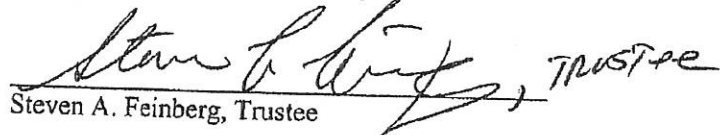
The foregoing instrument was acknowledged before me this 19 of January, 2016 by Kenneth Downey Sr., Executor of the Estate of Marie Rose Downey and acknowledged the foregoing to be his voluntary act and deed.

  
Justice of the Peace / Notary Public  
My Commission Expires: 12/23/2019

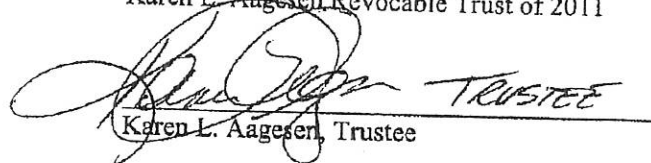


GRANTEES and TENANTS:

Steven A. Feinberg 2008 Family Trust

  
STEVEN A. FEINBERG, TRUSTEE  
Steven A. Feinberg, Trustee

Karen L. Aagesen Revocable Trust of 2011

  
KAREN L. AAGESEN, TRUSTEE  
Karen L. Aagesen, Trustee

E 2579

ROCKINGHAM COUNTY  
REGISTRY OF DEEDS

EVH B  
2/19/17

Case # 6/21/2017-2

To: Town of Londonderry Zoning Board of Adjustment

From: Nevins Board of Directors

Re: Appeal for Variance

On behalf of the Nevins Board of Directors we wish to thank you for the opportunity to make a difference for the homeowners of the Nevins Co-Operative Association. All 128 homeowners are affected by this restriction that is now in place regarding the 50 foot buffer in the Conservation Overlay District. The homeowners of the Nevins are 55 years of age and older, consisting of retired and working professionals. Forty-seven veterans (47) reside in the Nevins including a 98 year old World War II veteran who lives on Morrison Drive and is affected by the current buffer restriction. From the inception of the Nevins Co- Operative in 2005, all the residents enjoyed the benefit of living in this community including a back yard lawn that abutted the conservation 50 foot buffer overlay. On December 2015 a visit by 3 members of the Conservation Commission changed the landscape of the Nevins community until this very day that we are before you. One of our residents who spoke here last month described the situation clearly as he articulated that the lawns would eventually die and will ultimately affect the value of the houses on Morrison Drive. The Nevins Board of Directors (including myself) inquired the Conservation Commission representatives of any remedies available to the Nevins residents besides potash and lime treatment for the lawns in the buffer. When asked if we could file for relief in some way, they said we could apply for a variance to the Zoning Board of Adjustment to reduce the 50 foot buffer to 25 feet. In fact, they mentioned it has been done before. Consequently, approval of this variance request would not set a precedent. In our estimation this issue will continue to fester with the homeowners until a reasonable resolution is adjudicated by the Zoning Board of Adjustment. The statement of this being an unfortunate situation does not bode well with the residents. Please take into account all the positive remarks by Nevins residents for approval of this variance. We put our faith in your good judgement in allowing the

50 foot buffer to be reduced by 25 feet and making a difference for a group of good tax paying citizens from the Town of Londonderry.

Sincerely,

A handwritten signature in black ink that reads "Anthony Violanti". The signature is written in a cursive style with a large initial 'A' and a long horizontal stroke at the end.

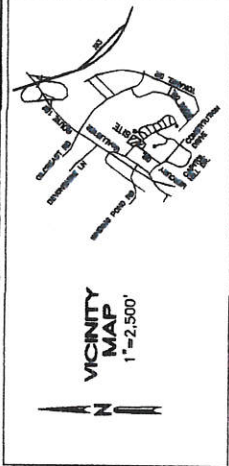
Anthony Violanti

For Nevins Board of Directors



Exhibit A Case # 6/21/2017-2

PLAN REFERENCES:  
 1) SEE PLAN TITLED "SITE PLAN TAX MAP 7 LOTS 118, 122 & 123 SINGLE FAMILY ELDERLY HOUSING MERCURY DRIVE, LONDONDERRY, NEW HAMPSHIRE C/O PD ASSOCIATES, 5 LUTHERWOOD DRIVE, SUITE 101, AND NEW HAMPSHIRE MERCURY DRIVE, LLC 5 NICHOLLETT DRIVE, LONDONDERRY, NH 03053" FOR THE PREVIOUS PLAN ON FILE AT THE LONDONDERRY PLANNING DEPARTMENT.

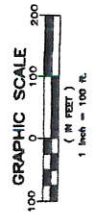


- NOTES:
- 1) THE PURPOSE OF THE PLAN IS TO SHOW THE LANDSCAPING AND TREES TO BE PLANTED WITHIN THE CO-TRACT IN THE MAP 7 LOT 122.
  - 2) TOTAL PARCEL AREA: 118,772 SQUARE FEET (2.71 ACRES)
  - 3) PARCEL ID: 118-772
  - 4) PARCEL ZONING: R-10
  - 5) ALL BOUNDARY INFORMATION AND WETLAND DELINEATION TAKEN DIRECTLY FROM PLAN REFERENCE #1.

**LANDSCAPE PLAN**  
**THE NEVINS**  
 TAX MAP 7 LOT 122  
 NEVINS DRIVE  
 LONDONDERRY, NEW HAMPSHIRE 03053  
 OWNER OF RECORD/PREPARED FOR:  
 THE NEVINS RETIREMENT COOPERATIVE ASSOC.  
 2 WESLEY DRIVE  
 LONDONDERRY, NH 03053  
 R.C.F.D. BOOK 4848 / PAGES 2728  
 SCALE: 1"=100'  
 SHEET 1 OF 1  
 JUNE 05, 2017



#	DATE	REVISION	BY



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Exh D



Manufacturer of High Performance PTFE Composites and Laminates

Town Of Londonderry  
Zoning Board of Adjustment  
268B Mammoth Road  
Londonderry, NH 03053

July 12, 2017

Reference: Case Number 7/19/17-1

Dear Zoning Board Secretary,

We are in possession of your letter dated June 27, 2017 regarding CYTEC RE Inc. Four Navigator Road plans for a retaining wall to allow construction of a paved driveway. Our response for the upcoming July 19<sup>th</sup> zoning meeting is below.

Textiles Coated International and WYT SPE, LLC (6 George Ave) an abutter of Four Navigator Road would like to express our satisfaction with CYTEC's plans adjacent to our property on George Avenue.

CYTEC is a fine neighbor who shows pride in their property and overall operations; therefore we have no problems or concerns regarding their plans and recommend approval.

Best Regards,

Edward Frechette, CPE  
Facilities Engineering Manager  
Textiles Coated International/WYT SPE, LLC

Copy: Stephen W Tippett