

**LEASE AGREEMENT RENEWAL**  
**BETWEEN THE TOWN OF DURHAM AND THE UNIVERSITY OF NEW HAMPSHIRE**  
**for the**  
**PETTEE BROOK PARKING LOT**  
**and**  
**STRAFFORD AVENUE PARKING**

AGREEMENT, made this 3rd day of February 2014, by and between the University of New Hampshire, a corporation duly established by law and having a principal place of business at Durham, in the County of Strafford and State of New Hampshire, by its duly appointed representatives hereinafter referred to as the "UNIVERSITY", and the Town of Durham, by its Administrator, hereinafter referred to as "THE TOWN".

The parties wish to renew their leasing agreement for the Pettee Brook Parking Lot and Strafford Avenue Parking on the terms and conditions set forth below.

The leasing agreement commences on the date of execution of this agreement by both parties, and expires on February 1, 2015. The leasing agreement shall automatically renew on a year-to-year basis unless either party notifies the other in writing ninety days (90) in advance of expiration.

This agreement may be amended, waived, or discharged only by an instrument in writing signed by both the Town and the University.

**PETTEE BROOK PARKING LOT**

1. The University and the Town entered into a leasing agreement on April 1, 1955, by which the University leased to the Town a parcel of land on the westerly side of Madbury Road bounded and described as follows:

BEGINNING on Madbury Road at the northeasterly corner of land deeded by the University to the Durham Realty Company, by deed dated November 15, 1947, and recorded in Strafford County Registry of Deeds, Book 556, Page 450, to land of Follansbee; thence following along land of said Follansbee and land of Grant to a drill hole at land of Schoonmaker; thence turning and running along land of said Schoonmaker and land of Durgin to a concrete bound at of land of Gerald L. Smith and Dorothy K. Smith, which land was conveyed to said Smiths by deed dated August 20, 1951, and recorded in Strafford County Registry of Deeds, Book 595, Page 279; thence following along land of said Smiths to Madbury Road; thence running along Madbury Road to the point of BEGINNING.

(the "Pettee Brook Parking Lot")

In consideration of the mutual covenants contained herein, the parties agree as follows:

- a. The Town shall be responsible for the maintenance, upkeep, and repair of the Pettee Brook Parking Lot and the improvements located on such Lot.

- b. The University gives to the Town the right to use, as a public parking lot the Pettee Brook Parking Lot, which has been partially developed for that purpose by the Town. This lease is subject to such right-of-way privileges as are provided in the deed from the University to the Durham Realty Company previously mentioned in this lease. There is reserved through the above described premises, the rights for the sewer lines now existing and for the entrance upon said premises, for the purpose of repairing, maintaining, and replacing said sewer lines.
- c. It is agreed that the Pettee Brook Parking Lot shall be used for purposes of a municipal parking lot only and shall not be sublet for any purpose whatsoever.
- d. The Town agrees to indemnify and hold harmless the University for all judgments and costs, including attorney's fees, arising from or in any way related to accidents, injuries, or other casualties resulting from the Town's performance, or failure to perform, its obligations as stated herein at the Pettee Brook Parking Lot.

#### STRAFFORD AVENUE PARKING

1. The University and the Town entered into a leasing agreement on April 1, 1980, by which the Town leased to the University a portion of Strafford Avenue, a public street located in the Town of Durham, excluding the traveled portion of said Strafford Avenue, measuring twenty-four feet (24') in width, and limited to two (2), eight (8) foot strips of land on either side of the traveled portion of said Strafford Avenue abutting property of the University, said strips of land being currently used for metered parking by the University.
2. The most recent leasing agreement for parking by the University along Strafford Avenue expired on June 30, 2012 and the parties desire to extend the term of the agreement as follows:
  - a. The University shall be responsible for the maintenance and upkeep of the property.
  - b. The University shall be responsible for the regulation of the property, which shall include the right to erect parking meters, institute permitted parking regulations, maintain same and collect the revenue for its use.
  - c. The Town shall retain the right to enter upon the lease property for the purpose of installing, maintaining, or repairing sewer and water mains and normal police activities.
  - d. This lease shall in no way affect the travelled portion of Strafford Avenue which is twenty-four feet (24') wide, and the Town will continue to provide maintenance and municipal services over the travelled portion. The Town hereby authorizes the University, under relevant State laws, including but not limited to RSA 231:130, to erect parking meters and regulate the parking along the leased portions of Strafford Avenue.

- e. It is further agreed that the property shall be used for sidewalks or parking areas only and shall not be sublet for any other purpose whatsoever.
- f. The University agrees to indemnify and hold harmless the Town for all judgments and costs, including attorney's fees, arising from or in any way related to accident, injuries, or other casualties resulting from the University's performance, or failure to perform, its obligations as stated herein.

#### PARKING FOR THE UNIVERSITY'S INTEROPERABILITY LAB

The University and the Town mutually recognize the importance of available parking for the University of New Hampshire Interoperability Laboratory (IOL) as part of the Madbury Commons development at 17-21 Madbury Road, and more specifically, the collaborative decision of both the University and the Town of moving this University-related enterprise into privately owned, fully taxable property, in support of Durham's downtown core.

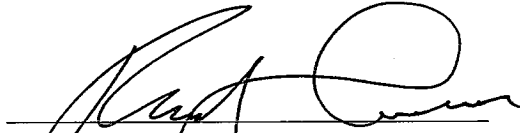
To assist the University IOL to achieve its parking needs, the Town and University agree to the following:

- a. The Town agrees to allow the IOL to purchase forty (40) business permits on a yearly basis for use of the IOL to park in appropriately designated Durham business permit lots and parking spaces.
- b. The Town agrees to allow the IOL to use the Town-owned Dennison Road lot at the Oyster River Middle School for off site parking for events associated with the IOL during times when the Middle School is not in session.
- c. The Town agrees to allow the IOL to use the Jackson's Landing parking lot along the East side of Old Piscataqua Road for off-site parking for events associated with the IOL in coordination with the Town.
- d. The University agrees to allow the IOL to use the C-Lot parking lot for events associated with the IOL in coordination with the University.
- e. The Town recognizes the importance of the parking needs for the IOL and maintenance of associated business permit street parking, including special attention to snow removal, since the IOL will be dependent on these spaces to conduct its business.

IN WITNESS WHEREOF, the parties have executed this renewal agreement at Durham, New Hampshire on the date and year first above written.

SIGNATURES

**UNIVERSITY OF NEW HAMPSHIRE**

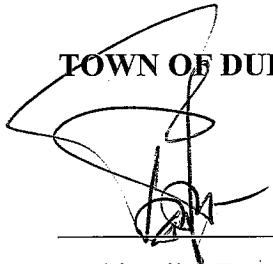


---

Richard J. Cannon, Vice President  
Finance and Administration  
University of New Hampshire

---

**TOWN OF DURHAM**



---

Todd Selig, Town Administrator  
Town of Durham