

COMMITTEE ON INFRASTRUCTURE
PUBLIC HEARINGS
OCTOBER 12, 2016

Public Hearings were conducted by the Committee on Infrastructure on Wednesday, October 12, 2016, at 7:02 p.m. in the Aldermanic Chamber.

Alderman-at-Large Mark S. Cookson, Chair, presided.

Members of Committee present: Alderman Sean M. McGuinness
 Alderman Richard A. Dowd
 Alderman Tom Lopez

Members not in Attendance: Alderman David Schoneman, Vice Chair

Petitions for Street Acceptance

Mr. Ajay Pareek, 120 Cherrywood Drive

Will you only be discussing the Cherrywood part that's actually shown on the map; that's the letter we got? We have concerns about further on. That seems to be still going on and it seems to just...there is a lot of work that needs to be done and it has been almost ten years. If you drive through, just that part, if you want to finish that part, it's not going to do justice to the whole Cherrywood area so I have concerns about that too.

Chairman Cookson

Thank you Ajay but what we will do for the sake of this public hearing this evening we will only be discussing the portion of Cherrywood Drive. This being the Infrastructure Committee meeting if you would like to stay after this public hearing, you can make your statement and we can make note of it and then we can reach out to our Public Works Department and ask about continued concerns about the remaining portion of Cherrywood that you are speaking of. Does that sound like an appropriate solution?

Mr. Pareek's remarks were inaudible.

Chairman Cookson

Basically what Ajay has just stated is that he would still like to speak to some of the photos.

Annabelle Court

TESTIMONY IN FAVOR - None

TESTIMONY IN OPPOSITION

Mr. Gary Duval, 8 Annabelle Court

I have concerns with some of the landscaping that was supposed to be done, in particular the cul-de-sac area. They have trees in the center of those cul-de-sacs and three of the trees are dead and another concern I have is a section between the sidewalk and Annabelle. There is no grass growing in there, I think they hydro-seeded it once but no grass ever grew because I believe they hydro-seeded in the summer and it just didn't work. Then they just wiped their hands of it and walked away and it looks horrible. Those are my two concerns.

Ms. Jeannie Duval, 8 Annabelle Court

I have the same concerns as my husband, Gary.

Mr. Ahmet Kumar, 12 Annabelle Court

To echo the sentiments that were already presented, first with regard to the cul-de-sac, initially because it took so long for anything to actually happen on the cul-de-sac the community took the effort and bought sod and planted that area and then for whatever reason they came in and took that out and then put woodchips there and planted trees that are dead now because they didn't survive the winter and were knocked over in all of the snow piles so the landscaping that is put in there really isn't conducive to looking nice in the long run. In speaking with the neighbors we would really rather have that area cleared out and just have a nice grassy area or something that is within the acceptance of the town. The other two concerns, again, with regard to the area between the sidewalks and the road that was never planted. In fact, the best one in the community is when people planted it themselves and did a great job with it. It was something that we expected the development to do and it was never really done. The final concern I have is that if you look at the road and the levelling off that was done, it was done in various different stages so the driveways are not very clear; the road connection is sort of bumpy so when we get into our houses you feel a nice little bump as you get into the driveway of your home and I'm not sure if that was the intent of the builders. I expected it to be just a nice, smooth transition from the road into the slope that heads into my garage and there really is a gap there between a lot of the houses and we feel that is unacceptable as well.

Mr. Srikrishna Nagri, 14 Annabelle Court

I also concur with the earlier speakers. The bumps that connect the roads to our driveways is also very significant and the cul-de-sac as well as the grass on the side part of the road.

Mr. Pareek

Part of my house is on Annabelle Court even though my address is 120 Cherrywood Drive, it's the corner home and so all of the concerns that the previous speakers have talked about I second that. In addition to that, when they were building the sidewalks they dug up part of my driveway and the way they rebuilt it was that now it's really steep and I can see a big crack basically opening up so I did want them to take a look at it and try to fix it. I have a photo of that with me. I guess I will submit that to you by e-mail if appropriate.

Chairman Cookson

Yes, we can accept e-mails and then we will make sure that any documentation that is provided will be included as part of the communications that were introduced.

Mr. Pareek

The whole street looks like a miss-match basically. Our lawns, we are already taking care of that but the grass strip doesn't have any esthetic outlook. It doesn't look good basically.

Mr. Kiran Bommareddy, 5 Annabelle Court

I concur with what my neighbor's opposition to this and especially to the cul-de-sac, the green plantations and also the road and the driveway intersection part of it.

Mr. Ajay Pinnammani, 11 Annabelle Court

Apart from all of the points mentioned here, I agree to all of them, but I have an addition. You don't have many street lights on the cul-de-sac and I was wondering if we could get a couple more if it's possible because it's really dark especially during the winters.

Mr. Rajesh Bachwal, 17 Annabelle Court

I agree with all of my friends here on everything they had to say about Annabelle Court.

TESTIMONY IN FAVOR - None

TESTIMONY IN OPPOSITION – There was no further testimony in opposition regarding Annabelle Court.

A portion of Cherrywood Drive

TESTIMONY IN FAVOR - None

TESTIMONY IN OPPOSITION

Mr. Ajay Pareek, 120 Cherrywood Drive

I have several comments about Cherrywood Drive. This street has been there since 2005 or 2006 and although the part of it that we are discussing right now; that was repaired, some work was done a couple of years ago but I still think there is room for improvement. The first thing is when you enter through Ridge Road that area isn't really clean. I see sometimes stones when you try to get in. Sometimes they get cleared up and then, medians, there are some broken bars there that needs to be repaired. I have pictures of that. If you keep going further to the roundabout where you want to just stop; I guess acceptance is only up to that part. The question is right after that it's like a completely different scenario. It's like you are in a war zone with stones all around and the big hill and if you try to drive around the roundabout there are stones all over there. It doesn't look very pleasing and I don't think it's very safe. If you continue further on, I don't know why it has taken so long for them to complete all of it. From the roundabout all the way up to Ballerina, that part is a complete big mess in my opinion. I think you should consider that the developer should actually finish that part off before we accept any of it. I have a lot of pictures that I can e-mail to you.

TESTIMONY IN FAVOR - None

TESTIMONY IN OPPOSITION

Mr. Ahmet Kumar, 12 Annabelle Court

Speaking about Cherrywood, I think one of the issues is that those homes had actually been around so much longer than our homes have and it's still not a completed road so I think that's one of our points to the builder. That part of the development, those people have been living in their homes maybe 5 to 7 years longer than we have and I think that they are just as frustrated with that.

Mr. Kiran Bommareddy, 92 Cherrywood Drive

I own a place on that too. For the opposition, that road itself, when you say part of Cherrywood, to what extent is the Cherrywood in this discussion?

Chairman Cookson

It's got to be this roundabout.

Mr. Bommareddy

That is really in a bad state with no sidings and dirt all around so that needs to be looked at because that's a complete mess.

Chairman Cookson

So the roundabout at Medallion Court.

Mr. Bommareddy

There are no sidings and when it rains it puddles and it's not a safe place at all. I live up the street and right now they are adding the curbing and the way that it is done from last year to this year; it's not complete yet but last year they did something and left the dirt on someone's lawn so there is no respect to what is happening. Yes they are doing it but they are throwing all of the gutters and all of the stuff that comes from the street onto the siding of the lawns. Last year some streets were done and this year they are doing some siding but there is so much delay and puddles and so on and so forth. I understand that they are trying to do it but that street was built in 2005 so it's been 11 years and it's still not safe.

Mr. Prasad Thiriveedi, 6 Medallion Court

Gravel is everywhere on the roundabout. It's very scary when there are big stones and if you don't drive carefully around the roundabout you are going to hit the idle rocks. I think they put some signs on they never removed it, it's not visible and it's not clean and it's very dangerous to allow the kids to play on that street. They take the dirt and dump it on the other side and they left the gravel for a long time. They started doing something but based on experiences I don't know what the end date would be.

Moonstone Court

TESTIMONY IN FAVOR - None

TESTIMONY IN OPPOSITION - None

TESTIMONY IN FAVOR - None

TESTIMONY IN OPPOSITION

Mr. Ajay Pareek, 120 Cherrywood Drive

The same concerns that you have about Annabelle exactly. You just have to mirror the same thing. Same sidewalk issues, grass strips, its baron, there's nothing there, the cul-de-sac is in horrible shape.

Tamora Court

TESTIMONY IN FAVOR - None

TESTIMONY IN OPPOSITION - None

TESTIMONY IN FAVOR - None

TESTIMONY IN OPPOSITION - None

ADJOURNMENT

**MOTION BY ALDERMAN MCGUINNESS TO ADJOURN
MOTION CARRIED**

The meeting was declared closed at 7:24p.m.

Alderman Sean M. McGuinness
Committee Clerk

COMMITTEE ON INFRASTRUCTURE

OCTOBER 12, 2016

A meeting of the Committee on Infrastructure was held Wednesday, October 12, 2016, at 7:24 p.m. in the Aldermanic Chamber.

Alderman-at-Large Mark S. Cookson, Chair, presided.

Members of Committee present: Alderman Sean M. McGuinness
Alderman Richard A. Dowd
Alderman Tom Lopez

Members not in Attendance: Alderman David Schoneman, Vice Chair

PUBLIC COMMENT

Mr. Jim Cutter, 86 Palm Street

Dear Alderman Cookson,

On 2/18/1942, Joseph and Rose Desrosiers bought 86 Palm Street that had a 3' wide gap in their Deed. On 2/18/1962, the gap was removed by the 20 years of uninterrupted possession statute of limitation. See RSA 508:2(I).

On 1/12/1968, James L. and Annette Gilbertson bought 88 Palm Street and were scammed by the seller, Genevieve Caron so they believed they owned the gap that had been removed. She wanted to make more money on the sale of her home.

Utility pole #86/17 was the property marker until it was replaced. The current pole is one foot south of the property line. Where there is no property marker I am spelling it out so that it will be very easy to see how the Gilbertson's are trespassing.

On survey sheet along the west side of property and Palm Street: #14 is the 84 and 86 Palm Street property line. The line to the house is 2 feet, 9 inches. #16 is the fence and #35 is the 86 and 88 Palm St. property line. It is 10 feet, 3 inches from the house. That means there is 2 feet, 9 inches to the house from the north and 20 feet for the house and 10 feet, 3 inches for the south side for a total of 33 feet.

We would appreciate the help you give removing the Gilbertson's from our property.

Encl. Book 1029, Page 1029, Joseph A. and Rose Desrosiers. Book 1062, Page 419, James L. and Annette R. Gilbertson. Book 2570, Page 828, James B. and Mary E. Cutter. RSA 508:2(1), Real Actions. Survey.

Attorney Andrew Prolman, Prunier & Prolman PA

I am here on behalf of Renaissance of Nashua Limited Liability Company. I am here to answer any questions the committee may have on the temporary skate park easement that is before you tonight.

Mr. Ajay Pareek, 120 Cherrywood Drive

I would like to understand how this whole process of acceptance and how does it work and why it has taken ten years for anything to move. I know there is a new development on Ridge Road by Etchstone and I think they have been building it in the last two years and they have done a fabulous job. They are finished. Why is

it that Cherrywood, which is a pretty big development, why is the oversight so lax in this case? Why has this development not been looked at in the same way as other developments? These are pretty sizable properties and we all pay property taxes and I think we expect services in return.

Chairman Cookson

Thank you, A.J.; I don't have a good answer for you this evening. I do not know why it has taken this extraordinary amount of time for these particular roads to come before our committee to be considered for acceptance. I can only say that we are provided guidance from our Public Works and Engineering Department and our Street Department which indicate that they have received some sort of communication from the builder that they believe that they have reached a certain threshold to have these streets accepted. Again, I can't answer why it took so long but through this process it now comes before this committee and we listen to your testimony and then it's our vote and we are just about to take this up, to either grant the acceptance or reject the acceptance. That is the process that is going to take place this evening.

Alderman Dowd

Is the city plowing those streets and picking up trash?

Mr. Pareek

Yes, they are picking up the trash.

Chairman Cookson

So you are receiving city services?

Mr. Pareek

Yes, we are.

Chairman Cookson

Can you recall if last winter they plowed the road?

Mr. Pareek

Yes, they do.

Alderman Dowd

Do we have any recommendation from the Board of Public Works on this?

Chairman Cookson

We don't, I believe Board of Public Works was taking this up on the 27th of the month? I think that's what I read in the original agenda.

Alderman Dowd

Is there any urgency since it's been ten years to wait for their findings?

Chairman Cookson

I will leave that to the will of the committee.

Alderman Lopez

I don't have any particular concern with waiting but I am the back-up liaison for the Board of Public Works meetings and I've been going to the Citizen's Academy so I didn't notice whether or not it was on the agenda coming up but I do have some concerns about what the neighbors have been talking about.

Chairman Cookson

Of course.

Alderman Lopez

I am of two minds and I just want to put this out to the committee since I am the newest Alderman to make sure that I understand this correctly. We are voting on whether we are accepting these as street maintained roads and my understanding from most of the public comment here is that the city would do a much better job than the development seems to have done. It seems like most of the testimony was in opposition to this being accepted but it might be better for the constituents if the city did start taking care of things like the gradient and that kind of thing. On the other hand, I don't necessarily want to spend city money unwisely so I don't know exactly what kind of leverage we have against the developer to say you need to fix these before we will accept it. I don't know if there is any penalty for them not to have these roads accepted yet and I feel like the situation, as described, only harms the people living there.

Chairman Cookson

The developers do have a contingency where they have set aside and they are responsible for these streets until they are accepted by the City of Nashua. They should have the appropriate funds to make the necessary improvements, I think we just have to have it documented that says this portion or these streets are sub-par and these are the reasons why.

Alderman Lopez

Then I don't see any reason why the Board of Public Works shouldn't take this up before we vote on it because I think if the Department of Public Works is going to absorb these streets then they really need to know what they are getting into.

Alderman McGuinness

I agree with Alderman Dowd and I'll defer to him.

Alderman Dowd

Once we accept these streets, all responsibility for these streets now falls on the city. I would prefer that if there is any leverage back to the developer that the Board of Public Works say fix this before we accept them.

Chairman Cookson

I would concur with that sentiment.

Mr. Ahmet Kumar, 12 Annabelle Court

In regards to that, before we were unsure who had the street already been accepted until we received this letter, I was not sure if it was the development or public works. I called the development and they said it's you and I called public works and they said that's you guys now. We don't maintain cul-de-sacs, that is the responsibility of the owners around the cul-de-sac. Although the Alderman made a point about public works taking over we would still like to start with a good starting point and if it is indeed our responsibility to maintain it then we would like to maintain it. We tried to do that a few years ago when put the sod down and we were all willing to pitch in and work as neighbors to maintain that but since then it was disrupted. It would be nice to be clear on what exactly happens in that situation. Is it us or if it goes to the Board of Public Works will they defer it back to us.

Chairman Cookson

I think we can answer those questions, not necessarily this evening, but I think by collaborating with the Board of Public Works and asking that question on your behalf or your community is certainly invited to participate in that meeting as well. I think it's on the 27th but we can confirm and make sure that you are communicated with.

Mr. Pareek

Who do talk to about this?

Chairman Cookson

I would speak directly with Director Lisa Fauteux; she is the Director of Public Works.

Mr. Pareek

What about the photo's? Who do we send the photo's to?

Chairman Cookson

You can send those to me. There is an e-mail address that is on the city website but it is cooksonm@nashuanh.gov. I certainly hope to anticipate receiving several e-mails from you this evening and I will share that with the committee and our Legislative Manager and make sure that those are part of the public hearing as well as any communications that we put forward as part of this meeting.

Mr. Pareek

Do you have any timeline beyond the boundary that you had communicated to us? If that was to be done, what is the timeframe for that to be done, next year or in eight months?

Chairman Cookson

I would guess that we are right at the end of the season to be able to do much of anything. I know that they are planting some trees in the very near future but I don't know if they would necessarily lay hydro seed down so I think those questions are better asked at the Board of Public Works meeting on the 27th.

Alderman Lopez

It's on the city calendar as being on the 27th at 5:30 p.m. in the City Hall Auditorium on the 3rd floor.

PETITIONS

Petitions for Street Acceptance: Annabelle Court, a portion of Cherrywood Drive, Moonstone Court and Tamora Court

**MOTION BY ALDERMAN DOWD TO TABLE UNTIL THE NEXT INFRASTRUCTURE MEETING PENDING A RECOMMENDATION FROM THE BOARD OF PUBLIC WORKS
MOTION CARRIED**

Alderman Dowd

If we accepted these streets then they would fall under the purview of the city and then whatever they were going to do for repairs at all would fall under their normal cycle of what they can do for funds.

Chairman Cookson

We should absolutely not accept these streets until...I don't think there was any way it was making it out of this committee this evening.

COMMUNICATIONS

From: Mr. James B. and Mary E. Cutter
Re: Gilbertson's Trespassing

**MOTION BY ALDERMAN MCGUINNESS TO ACCEPT AND PLACE ON FILE A COMMUNICATION FROM JAMES B. AND MARY E. CUTTER RECEIVED AFTER THE AGENDA WAS PREPARED
MOTION CARRIED**

UNFINISHED BUSINESS – None

NEW BUSINESS – RESOLUTIONS

R-16-069

Endorsers: Mayor Jim Donchess
Alderman-at-Large David W. Deane
Alderman Ben Clemons
Alderman-at-Large Lori Wilshire
Alderman Richard A. Dowd
Alderman June M. Caron
Alderman Ken Siegel
Alderman Mary Ann Melizzi-Golja
Alderman-at-Large Michael B. O'Brien, Sr.
Alderman Tom Lopez
Alderman-at-Large Brian S. McCarthy

AUTHORIZING THE CITY OF NASHUA TO ENTER INTO A TEMPORARY SKATEPARK EASEMENT AGREEMENT FOR THE DAVID W. DEANE SKATEBOARD PARK

- Also referred to Board of Public Works; Favorable Recommendation Issued 9/29/16

MOTION BY ALDERMAN DOWD TO RECOMMEND FINAL PASSAGE

ON THE QUESTION

Chairman Cookson

I just want to give everyone a perspective of what it is and where it is that we are talking about. Again, this is Stello's Stadium and it is this portion of this oval that we will be providing as a temporary easement for the skate park.

Attorney Prolman

Our client is Renaissance of Nashua Limited Liability Company. The only reason why I wanted to chime in is that the location that you are showing next to Stello's Stadium is where the new skate park is going to go. The easement that is before you tonight is to allow the existing skate park on Bridge Street to stay there until at least July 1, 2017, which all of the city staff tell me the new skate park will be open well by then.

Chairman Cookson

Thank you, Attorney Prolman, for pointing my mouse in the correct direction.

MOTION CARRIED

R-16-071

Endorsers: Mayor Jim Donchess
Alderman Ben Clemons
Alderman Richard A. Dowd
Alderman June M. Caron
Alderwoman Mary Ann Melizzi-Golja
Alderman-at-Large Michael B. O'Brien, Sr.
Alderman-at-Large Brian S. McCarthy

AUTHORIZING THE CITY OF NASHUA TO EXTEND THE LEASE AGREEMENT WITH THE NASHUA DOG OWNERS GROUP, INC. FOR THE DOG PARK AT YUDICKY FARM

- Also referred to Board of Public Works; to appear on its 10/27/16 agenda

MOTION BY ALDERMAN DOWD TO RECOMMEND FINAL PASSAGE

ON THE QUESTION

Alderman Dowd

This dog park is used by an amazing number of citizens and it has been very successful and I think we should continue that successful endeavor.

Alderman Lopez

I'm not necessarily opposed to the dog park but I would like to make a motion to table this until after the Board of Public Works has been able to speak to it because I know that they are looking at other developments on Yudicky Farm and I am not sure whether or not this would impact that. I don't think there is any urgency.

MOTION BY ALDERMAN LOPEZ TO TABLE PENDING RECOMMENDATION FROM THE BOARD OF PUBLIC WORKS MEETING ON OCTOBER 27, 2016.

MOTION CARRIED

NEW BUSINESS – ORDINANCES - None

TABLED IN COMMITTEE

**MOTION BY ALDERMAN LOPEZ TO TAKE FROM THE TABLE R-16-060
MOTION CARRIED**

R-16-060

Endorsers: Mayor Jim Donchess
Alderman-at-Large David W. Deane
Alderman Tom Lopez

**AUTHORIZING AN AMENDMENT TO DEED COVENANTS RELATIVE TO LAND SOLD
TO PROPERTY OWNERS ALONG RADCLIFF DRIVE AND SHORE DRIVE**

- Tabled 8/24/16

MOTION BY ALDERMAN LOPEZ TO RECOMMEND FINAL PASSAGE

ON THE QUESTION

Alderman Lopez

First I would like to apologize to the neighbors that this effects because in the Board of Aldermen where it was introduced I read the covenant amendment as it was and found that it was a worthy endeavor and sponsored it but was not prepared to actually speak on it at the following two meetings. The covenant is very simple and I second guessed myself thinking that it really couldn't be this easy but it is. The agreement that we have basically states that the neighbors in the area can build sheds that are up to 200 square feet and the amendment makes it up to 400 square feet. It still is well beneath the Zoning Board's minimum expansion requirements. It's not going to impact any existing laws; it's just going to give people a slightly larger shed space.

Chairman Cookson

So your 400 square feet is a 20' x 20' shed?

Alderman Lopez

Basically, yes.

Mr. Jim Pullen, 17 Radcliff Drive

I believe that the original intent of the city was to ensure that...there is a 30-foot easement that is just behind the property line of our houses for sewer drainage. In purchasing the land we have taken on that easement and the ultimate goal is to ensure that should access to the easement ever be necessary that we would not impede that. If we were to go ahead and put two sheds side by side together and each one being 200 square feet, you would actually have a distance between the two and thereby increasing the size of the encumbrance to get access to that easement. Our request is just to allow us to go ahead and increase the size of the shed to up to 400 square feet. A 200-foot shed would allow us to have a tractor, a lawn mower, a wheel barrow and maybe a table. There would be no room for patio furniture or landscaping tools in general. I believe that is part of the reason why Mayor Donchess was interested in taking this up.

Alderman McGuinness

Alderman Lopez, there a setback lines for the sheds, correct?

Alderman Lopez

I am not sure about that.

Mr. Pullen

Based on the size of the shed the setback on the side line...the side property line I believe is 6 feet and 10 feet for the rear property line. As that relates to the easement where the property is now 100 feet so from the new back property line to the back of the easement line is 70 feet so we are nowhere even remotely close to that easement.

Alderman Dowd

It looks like there is plenty of room, based on what I just saw, on Radcliff but do they have enough room on Shore Drive and what restrictions are imposed on Shore Drive relative to an appendix shed from the water because there is state rules and regulations and federal rules and regulations about how close you can build to the water.

Mr. Pullen

If you look at the image you can see 104 Shore Drive, the Norton's house, that one there is the Fisher's; go to your 2:00 o'clock, that is one of the four houses and as you can see he has a small utility shed already there and just behind that you can see his fence. As you talk about putting in a shed and having it is proximity to the river, the original house that Alderman Cookson had clicked on, there is actually a shed there and that would be the house of the Fishers. I don't believe, that given the proximity, that there should be any problem with 104 Shore Drive putting in a shed of 400 square feet.

Alderman Dowd

Are all of the residents on these two streets in favor of this? This says land sold to property owners on Radcliff Drive and Shore Drive, does that include all of the properties on Shore Drive?

Mr. Pullen

That house that is green, that is actually 104 Shore Drive, although it straddles the corner of Shore and Radcliff.

Alderman Dowd

I understand that.

Chairman Cookson

So it includes just four homes?

Mr. Pullen

Yes, sir.

MOTION CARRIED

GENERAL DISCUSSION

Alderman McGuinness

Congratulations to Alderman Schoneman, he is a new father.

Chairman Cookson

Yes, and happy birthday to him too.

PUBLIC COMMENT - None

REMARKS BY THE ALDERMEN

Alderman Lopez

This weekend is the only chance I have ever heard of to watch the Mayor dress up as a zombie and ride a bike around town.

Chairman Cookson

That should be fascinating.

POSSIBLE NON-PUBLIC SESSION

ADJOURNMENT

**MOTION BY ALDERMAN DOWD TO ADJOURN
MOTION CARRIED**

The meeting was declared closed at 7:55 p.m.

Alderman Sean M. McGuinness
Committee Clerk

From: James B. and Mary E. Cutter 889-4246
86 Palm St., P.O. Box 69-Nashua, NH 03061.
Date: October 12, 2016.
To: Alderman-At-Large Mark Cookson, Chair
Infrastructure Committee, Jim Donchess, Mayor and Steve
Bolton, Corporation Counsel.
Subject: Gilbertsons trespassing.

Dear Alderman Cookson,

On 2/18/1942, Joseph and Rose Desrosiers bought 86 Palm St. that had a 3' wide gap in their Deed. On 2/18/1962, the gap was removed by the 20 years of uninterrupted possession stature of limitation. See RSA 508:2(I).

On 1/12/1968, James L. and Annette Gilbertson bought 88 Palm St. and were scammed by the seller, Genevieve Caron so they believed they owned the gap that had been removed. She wanted to make more money on the sale of her home.

Utility pole #86/17 was the property marker until it was replaced. The current pole is one foot (1') south of the property line.

On survey sheet along the west side of property and Palm Street: #14 is the 84 and 86 Palm St. property line. PL to house is 2',9". #16 is the fence. #35 is the 86 and 88 Palm St. property line. It is 10', 3" from the house. N.B. 2',9" + 20' hse. + 10',3 = 33'.

We would appreciate the help you give removing the Gilbertsons from our property.

Sincerely,



Encl. Book 1029, Page 1029, Joseph A. and Rose Desrosiers.
Book 1062, Page 419, James L. and Annette R. Gilbertson.
Book 2570, Page 828, James B. and Mary E. Cutter.
RSA 508:2(I), Real Actions.
Survey.

KNOW ALL MEN BY THESE PRESENTS,

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THAT we, Joseph A. Desrosiers and Rose Desrosiers, husband and wife, as Joint Tenants, both of Nashua, in the County of Hillsborough and State of New Hampshire,

for and in consideration of the sum of TWENTY-THREE HUNDRED DOLLARS dollars to US in hand, before the delivery hereof, well and truly paid by

The People's Building and Loan Association,

hereinafter called the Association, a corporation established by law, and having its office and principal place of business at Nashua, in the County of Hillsborough and State of New Hampshire, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the said Association, its successors and assigns forever,

A certain tract or land, with the buildings thereon, situate in said Nashua, bounded and described as follows:

Beginning at a stone bound on the East side of Palm Street at land now or formerly of Caleb Richardson; thence Easterly by said Richardson land seventy (70) feet, more or less, to land formerly of Rogers; thence Southerly by said Rogers land thirty (30) feet, more or less, to land now or formerly of Conant; thence Westerly by said Conant land seventy (70) feet, more or less, to a stone bound at said Palm Street; and thence Northerly by said Palm Street thirty (30) feet, more or less, to the place of beginning.

Meaning and intending to hereby describe and convey the same premises conveyed to us by deed of The People's Building and Loan Association, to be recorded.

Including as part of the realty, all furnaces, ranges, heaters, plumbing, gas and electric fixtures, mantels, shades, screens, screen doors, storm doors and windows, awnings, oil burners, gas burners and all other fixtures of whatever kind and nature at present or hereafter installed in or on the granted premises.

To Have And To Hold the above-granted and bargained premises, with all the privileges and appurtenances thereto belonging to the said Association, its successors and assigns to their proper use and benefit forever.

And we the Grantors and our heirs, executors and administrators do hereby covenant and agree to and with the Grantee, its successors and assigns, that until the delivery hereof we are the lawful owners of the granted premises and seized and possessed thereof in our own right in fee simple, and have full power and authority to grant and convey the same in manner aforesaid; that the premises are free and clear from all and every incumbrance whatsoever, and that we and our heirs, executors and administrators shall and will warrant and defend the same to the said Grantee, its successors and assigns, against the lawful claims and demands of any person or persons whatsoever.

And the condition of this Mortgage Deed is such, that if the Grantors, their heirs, executors and administrators shall at the Grantee, in such sum and in such Computations as the Grantee may approve, and seasonably pay and discharge all the premises, and shall pay unto the Grantee, its successors and assigns, the sum of Twenty-Three Hundred Dollars, with interest at five (5%) per annum per annum, in monthly installments upon principal, interest and premiums (\$ 18.19) dollars in advance, in accordance with the terms and stipulations of a certain promissory note of even date signed by us, then this Mortgage shall be in full force and effect.

Witness our hands and seals this 19th day of February, 1942, at Nashua, New Hampshire, Joseph A. Desrosiers, Rose Desrosiers, and Joseph A. Desrosiers, in witness whereof we have hereunto set our hands and seals this 17th day of February, 1942, in the year of our Lord, one thousand nine hundred and forty-two.

In presence of: Joseph A. Desrosiers seal, Rose Desrosiers seal. In witness whereof we have hereunto set our hands and seals this 17th day of February, 1942, in the year of our Lord, one thousand nine hundred and forty-two.

In presence of: Joseph A. Desrosiers seal, Rose Desrosiers seal.

In presence of: Joseph A. Desrosiers seal, Rose Desrosiers seal.

In presence of: Joseph A. Desrosiers seal, Rose Desrosiers seal.

In presence of: Joseph A. Desrosiers seal, Rose Desrosiers seal.

Recorded 1-30 P. M., February 18, 1942

Vertical handwritten notes on the right margin, including a signature and date.

Nashua Telegraph, Saturday, December 23, 1977 Obituaries - Funerals

JOSEPH A. DESROSIERS
A native and lifelong resident of this city Joseph Alphonse Desrosiers of 86 Palm St., died in a local hospital yesterday following a brief illness.
He was born in this city February 9, 1896, the son of the late Alphonse and Seraphine Carrier Desrosiers.
He was a communicant of St. Louis de Gonzague church and for many years had been employed by the former C. W. Keith Construction company of this city and in later years by the Nashua Mills Inc., retiring several years ago.
His wife, the late Rose Desrosiers, died November 13, 1971.
Survivors include five sisters, Mrs. Phillip Anita Lamotte, Mrs. Marieanna Blanchette, Mrs. Phillip Ojivette Chasse, Mrs. Cecile Kayros and Mrs. Lillian Depont all of this city; two stepdaughters, Mrs. Howard (Rita) Marshall of this city and Mrs. Jeanne Allgood of Palmetto, Florida; one stepson, Arthur Roy of the U.S. Merchant Marines; several nieces, nephews and cousins.
The J. P. Moran Funeral Home is in charge of ar-

FORM 403 N. H. WARRANTY DEED, JOINT TENANTS

TUTBLANK REGISTERED U.S. PAT. OFFICE
Title Law Print. Publishers, Rutland, Vt.

1962

419

KNOW ALL MEN BY THESE PRESENTS, That I, Genevieve B. Caron, of Nashua County of Hillsborough, State of New Hampshire

for consideration paid, grant to James L. Gilbertson and Annette R. Gilbertson husband and wife, both of Nashua, County of Hillsborough, State of New Hampshire

with warranty covenants to the said James L. Gilbertson and Annette R. Gilbertson as joint tenants with rights of survivorship.

A certain tract or parcel of land, with the buildings thereon, situate in Nashua, County of Hillsborough and State of New Hampshire bounded and described as follows:

Beginning at the Northwest corner of the premises on the Easterly side of Palm Street; thence running

(1) Southerly by said Palm Street about fifty-one (51) feet to Buck Street; thence

(2) Easterly by said Buck Street about sixty-one (61) feet six (6) inches to land now or formerly of Jellison; thence

(3) Northerly by said Jellison land about twenty-three (23) feet; thence

(4) Easterly by said Jellison land eight and one half (8 1/2) feet to land of said Jellison; thence

(5) Northerly by said Jellison land twenty-seven (27) feet to land formerly of John Lund; thence

(6) Westerly by said Lune land seventy (70) feet, more or less, to Palm Street at the place of beginning.

For title reference see deed of Cyrise J. Raymond and Rose A. Raymond to the within grantor and Leo A. Caron dated November 13, 1947 and recorded in the Hillsborough County Registry of Deed Volume 1172 Page 337. Leo A. Caron, husband of Genevieve B. Caron is deceased.

STATE OF NEW HAMPSHIRE
TAX ON TRANSFER
OF REAL PROPERTY
05.00

STATE OF NEW HAMPSHIRE
TAX ON TRANSFER
OF REAL PROPERTY
01.00

STATE OF NEW HAMPSHIRE
TAX ON TRANSFER
OF REAL PROPERTY
03.00

STATE OF NEW HAMPSHIRE
TAX ON TRANSFER
OF REAL PROPERTY
00.80

I, Genevieve B. Caron am an unremarried widow and ~~xxxxxx~~ release to said grantee all rights of dower, curtesy and homestead and other interests therein.

Witness, my hand and seal this 12th day of January, 1968.

Genevieve B. Caron

State of New Hampshire

HILLSBOROUGH ss.: 12th January A.D. 1968.

Personally appeared Genevieve B. Caron

known to me, or satisfactorily proven, to be the person whose name subscribed to the foregoing instrument and acknowledged that she executed the same for the purposes therein contained.

DEED OF WARRANTY

We, Henry L. Naro and Jacqueline R. Naro, husband and wife, both

of Nashua Hillsborough County, State of

New Hampshire, for consideration paid, grant to James B. Cutter and Mary E. Cutter as joint tenants with rights of survivorship, 23 Concord Street

of Maynard Middlesex County, State of Massachusetts Commonwealth of Massachusetts with warranty covenants,

A certain tract of land, with the buildings thereon, situate in Nashua, County of Hillsborough and State of New Hampshire, bounded and described as follows:

Beginning at a stone bound on the east side of Palm Street at land now or formerly of Caleb Richardson; thence

1. Easterly by said Richardson land 70.00 feet, more or less, to land formerly of Rogers; thence
2. Southerly by said Rogers land 30.00 feet, more or less, to land now or formerly of Conant; thence
3. Westerly by said Conant land 70.00 feet, more or less, to a stone bound at said Palm Street; and thence
4. Northerly by said Palm Street 30.00 feet, more or less, to the place of beginning.

NOV 4 11 47 AM '77
HILLSBOROUGH COUNTY
REGISTRY OF DEEDS



We, the Grantors are _____, wife and we _____ and _____, husband, release to said grantees all rights of

homestead and other interests therein.

WITNESS OUR hands and seals this 3rd day of November, 19 77

WITNESS:

[Signature]

Henry L. Naro
Henry L. Naro
Jacqueline R. Naro
Jacqueline R. Naro

THE STATE OF NEW HAMPSHIRE

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this

3rd day of November, 19 77, by Henry L. Naro and Jacqueline R.

Naro

[Signature]
Justice of the Peace
Notary Public

TITLE LII ACTIONS, PROCESS, AND SERVICE OF PROCESS

CHAPTER 508 LIMITATION OF ACTIONS

Section 508:2

508:2 Real Actions. –

I. No action for the recovery of real estate shall be brought after 20 years from the time the right to recover first accrued to the party claiming it or to some persons under whom the party claims.

II. No action for the recovery of real estate pursuant to rights based on a possibility of reverter, right of re-entry, or executory interest shall be brought after 5 years from the time the right to recover possession or the right of re-entry first accrued to the party claiming it or to some persons under whom the party claims.

Source. RS 181:1. CS 192:1. GS 202:1. GL 221:1. PS 217:1. PL 329:1. RL 385:1. 2008, 228:3, eff. Jan. 1, 2009.

BUC
185.54
78.7



PALM STREET

BACK OF SIDEWALK

BACK OF SIDEWALK

BACK OF SIDEWALK