



RESOLUTION

AUTHORIZING THE ACQUISITION OF APPROXIMATELY 40.34 ACRES OF LAND AND IMPROVEMENTS THEREON AT 11 - 13 GROTON ROAD FOR THE PURCHASE PRICE OF TWELVE THOUSAND SEVEN HUNDRED DOLLARS (\$12,700) PER ACRE; AUTHORIZING THE ACQUISITION OF AN EASEMENT APPROXIMATELY 884 FEET IN LENGTH ALONG THE NORTHERLY SIDE OF GROTON ROAD FOR THE PURPOSE OF A BICYCLE/PEDESTRIAN TRAIL AND UTILITY EASEMENT; AUTHORIZING THE CONVEYANCE OF A CONSERVATION EASEMENT UPON CERTAIN LANDS OWNED OR TO BE OWNED BY THE CITY ON SAID 40.34 ACRES TO THE SOCIETY FOR THE PROTECTION OF NEW HAMPSHIRE FORESTS; AND AUTHORIZING THE PAYMENT OF TEN THOUSAND DOLLARS (\$10,000) TO THE SOCIETY FOR THE PROTECTION OF NEW HAMPSHIRE FORESTS FOR A STEWARDSHIP ENDOWMENT FOR MAINTAINING THE CONSERVATION EASEMENT

CITY OF NASHUA

In the Year Two Thousand and Ten

RESOLVED by the Board of Aldermen of the City of Nashua that the Mayor is authorized to enter into the attached Purchase and Sale Agreement with Rita M. Terrell, owner of property located along Groton Road, Nashua, New Hampshire and consisting of approximately 40.34 acres. The purchase price of said land shall be twelve thousand seven hundred dollars (\$12,700) per acre and pro-rated for any portion of an acre to be conveyed; and

FURTHER RESOLVED that the Mayor is authorized to purchase an easement of approximately 884 feet in length along the northerly side of Groton Road for the purpose of constructing and maintaining a pedestrian walkway and bicycle path and for the future placement of utilities; and

FURTHER RESOLVED that the Mayor is authorized to enter into a conservation easement deed with the Society for the Protection of New Hampshire Forests in substantially the form of the attached conservation easement deed, conveying to that agency a conservation easement on certain parcels of land owned or to be owned by the City of Nashua consisting of approximately 40.34 acres along Groton Road, Nashua, New Hampshire and shown in Appendix A of the proposed Conservation Easement Deed. A stewardship endowment (fee) of ten thousand dollars (\$10,000) to the Society for the Protection of New Hampshire Forests for the cost of monitoring and legal enforcement of the terms of the conservation easement is authorized. The funding source for the purchase of the property, easement and stewardship endowment will be Account #372-7007 "Conservation Fund".

LEGISLATIVE YEAR 2010

RESOLUTION:

R-10-65

PURPOSE:

Authorizing the acquisition of approximately 40.34 acres of land and improvements thereon at 11-13 Groton Road for the purchase price of twelve thousand seven hundred dollars (\$12,700) per acre; authorizing the acquisition of an easement approximately 884 feet in length along the northerly side of Groton Road for the purpose of a bicycle/pedestrian trail and utility easement; authorizing the conveyance of a conservation easement upon certain lands owned or to be owned by the City on said 40.34 acres to the Society for the Protection of New Hampshire Forests; and authorizing the payment of ten thousand dollars (\$10,000) to the Society for the Protection of New Hampshire Forests for a stewardship endowment for maintaining the conservation easement

ENDORSER(S):

Alderman Kathryn D. Vitale
Alderman-At-Large Lori Wilshire
Alderman Michael Tabacsko
Alderman-At-Large Brian S. McCarthy

COMMITTEE ASSIGNMENT:

FISCAL NOTE:

Fiscal impact is the purchase price of approximately \$512,318 (40 +/- acres x \$12,700) and the \$10,000 stewardship endowment. Sufficient funds are available in the Conservation Fund (Account #372-7007). Current balance of the Conservation Fund is \$3,013,661.49, but \$700,000 has been designated to purchase other property per R-10-42.

ANALYSIS

This resolution would authorize the City to acquire approximately 40.34 acres of land along Groton Road and a trail and utility easement for the sum of approximately \$512,318 (\$12,700 per acre) on the terms and conditions of the attached Purchase and Sale Agreement. Funds for the purchase will come from Conservation Fund Account #372-7007.

This resolution also authorizes the Mayor to convey a conservation easement upon certain lands owned or to be owned by the City to the Society for the Protection of New Hampshire Forests and to pay to the Society for the Protection of New Hampshire Forests a stewardship endowment of \$10,000 for monitoring and enforcing the terms of the conservation easement. A copy of a proposed Conservation Easement Deed is attached.

The Conservation Committee, by vote on October 5, 2010, recommended that funds in the Conservation Fund, Account # 372-7007, be used to purchase this parcel of land from Rita

Terrell for conservation purposes. The commission also voted to recommend that a conservation easement upon this parcel be conveyed to the Society for the Protection of New Hampshire Forests and that funds from the Conservation Fund be used to pay the \$10,000 stewardship endowment.

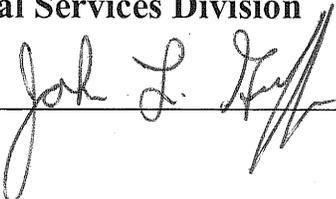
Charter § 77 provides that the planning board shall review and make recommendations to the Mayor and Board of Aldermen on the purchase and sale of any land by the City.

NRO § 5-118 provides that monies in the Conservation Fund may be expended by the Conservation Commission in accordance with applicable law and ordinances, subject to the approval of the Board of Aldermen. NRO § 12-2 provides that the Conservation Commission has the power to accept on behalf of the City conservation easements, but all other acquisitions shall be authorized by resolution passed by the Mayor and Board of Aldermen.

**Approved as to account
structure, numbers,
and amount:**

Financial Services Division

By:



Approved as to form:

Office of Corporation Counsel

By:



Date:

October 7, 2010

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2010, between the Seller, **RITA M. TERRELL** of 41 Oblate Drive, Hudson, New Hampshire 03051, and the Buyer, **CITY OF NASHUA**, a municipal corporation of Hillsborough County, New Hampshire, with a principal place of business at 229 Main Street, Nashua, New Hampshire 03061.

WITNESSETH:

1) **Sale and Purchase.**

a) The Seller agrees to sell and convey, and the Buyer agrees to purchase certain real estate (the "Property") located in Nashua, New Hampshire and shown as the 'Conservation Parcel' (Lot 336) on a plan entitled "Lot Line Relocation/Subdivision Plan (Lots 336 & 337 Map 'D') 11 & 13 Groton Road Nashua, New Hampshire" prepared for Richard Morin dated 7 September 2010 by Hayner/Swanson, Inc. copies of sheets 2, 3 and 4 of which are attached hereto and made a part hereof as **Attachment A** (the "Plan"). The parties anticipate that the Plan will be approved by the Nashua City Planning Board (the "Planning Board"), as contemplated in Section 17 d) below, and upon such approval is referred to herein as the "Final Plan". The final configuration and acreage of the Property will be determined by both parties, to be identical to or substantially as shown on the Plan.

b) The Seller also agrees to dedicate a twenty (20) foot wide Class A trail and a utility easement along the northerly side of Groton Road of the entirety of the frontage of (current) Lot 336, Map 'D' in connection with the approval of the Plan by the Planning Board, and undertake reasonable efforts to arrange for such an easement to be dedicated by John E. Terrell, Jr. and Pamela Terrell as to the frontage of Lot 337, Map 'D' along Groton Road. The substance, terms and conditions of the easement instruments to be granted to the Buyer shall be mutually acceptable to the Seller and the Buyer. Such easements shall be recorded concurrently with the Final Plan (as approved). The Final Plan and such easements shall be recorded at the Closing, concurrently with the deed of the Property from the Seller to the Buyer, and not prior thereto. In the easements, the Seller (and John E. Terrell, Jr. and Pamela Terrell as to Lot 337) shall reserve rights of access to the Property and any lots subdivided from the Property as shown on the Plan including Lots 337, 517 through 520 (inclusive) as shown on the Plan, together with rights to create and use driveways for each and all of said five (5) lots, provide utility services to each and everyone of said five (5) lots and provide drainage and stormwater management along and through each of said five (5) lots. Furthermore, in said easements, the Seller (and John E. Terrell and Pamela Terrell as to Lot 337) may reserve the right to install signs in said easement areas and require the person or entity making use of such utility easement (contemplated to be granted to the Buyer hereunder) to relocate surface or above surface utility poles, lines and appurtenances if the same interfere with the installation and use of driveways or utility services to each or all of said Lot 337 and Lots 517 through 520; provided, these provisions requiring relocation shall not apply to existing utility poles, lines and appurtenances which are present along the frontage of Lot 336, Map 'D' (along Groton Road) as of the date of this Agreement.

2) **Purchase Price.** The purchase price for the Property is Twelve Thousand Seven Hundred Dollars (**\$12,700 per acre**) and prorated for any portion of an acre which constitute the Property. The final acreage of the Property will be determined and shown on the Final Plan. The Buyer has paid no deposit upon execution of this Agreement. The entirety of the purchase price shall be paid by the Seller to the Buyer at the Closing by bank check, certified check or a corporate check issued by the City of Nashua.

3) **Deed.** Marketable title to the Property shall be conveyed by warranty deed to the Buyer, free and clear of all encumbrances except (i) open space (current use) land classification under RSA 79-A (and any land use change tax, assessment or penalty which may be imposed in connection therewith) and notes and other matters shown on the Final Plan and (ii) those specifically accepted or referenced in this Agreement. Said deed shall describe the Property by the applicable metes and bounds as shown on the Final Plan. The Seller shall be solely responsible for the cost of preparing and delivering the warranty deed.

4) **Title.**

a) If Buyer desires an examination of title, Buyer shall pay the cost thereof. Buyer shall have sixty (60) days to conduct the examination of title from the effective date of this Agreement. If the Buyer finds defect(s) in the title to any of the lands which together make up the Property to which it objects, it shall so notify the Seller in writing within such sixty (60) day time period, specifying the defect(s) to which the Buyer objects. Upon receipt of such notification the Seller may undertake to remove or cure said defect(s), provided, that the Seller shall have no obligation to do so. If the Seller is unable to remove or cure such defect(s) within sixty (60) days after notification of the same, then this Agreement may be rescinded at the option of the Buyer and or the Buyer may elect to accept such title as the Seller can convey without diminution in the purchase price and without the Seller having any liability therefor or being ascribed any representations or warranties in connection with such defect(s).

b) The Buyer recognizes that a portion of the Property (currently owned by John E. Terrell, Jr, and Pamela Terrell) is subject to two (2) mortgages in favor of Triangle Credit Union. The Buyer recognizes that the Seller has requested John E. Terrell, Jr. and Pamela Terrell to arrange for the issuance of partial releases of such portion of the Property from said mortgages. In the event such partial releases are not issued on or before the Closing, or Triangle Credit Union has not provided written commitment to issue such partial releases, then either the Buyer or the Seller may terminate this Agreement.

5) **Hazardous Materials.**

a) The Seller warrants that, to the best of her knowledge, during the period that she has owned the Property, and during the pendency of this Agreement, the Property has not been, and will not be, used for the storage, generation or disposal of hazardous waste or hazardous materials as those terms are defined under applicable federal, state and local statutes, ordinances and regulations and that, to the best of the Seller's knowledge, the Property was not used for any such purposes prior to the time the Seller acquired title thereto. The Seller further warrants that she has

found no evidence of hazardous waste or hazardous material on or affecting the Property. These warranties shall survive the Closing for a period of two (2) years.

b) If the Buyer performs an environmental assessment and finds the Property contains hazardous waste or hazardous materials to which the Buyer objects, the Buyer may then rescind this Agreement by so notifying the Seller no later than December 1, 2010, or else the Buyer shall be deemed to have waived such objections. If such assessment is performed, the Buyer agrees that qualified experts will be engaged, that the Buyer shall exercise said right to rescind, if at all, promptly following receipt of the assessment report but not later than the above-specified date and will therewith provide the Seller with a copy of said report or assessment.

c) The Buyer shall not disclose the results of any such environmental assessment or report to any third party, including any governmental agency (state or federal), without the express, prior written consent of the Seller, unless obligated by law to do so. The Buyer shall provide the Seller with a copy of such report or assessment within five (5) days of the receipt thereof by the Buyer.

6) **Notices.** Any notice, request, instruction or other document given or required to be given pursuant to this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, to the address of the recipient party set forth at the beginning of this Agreement.

7) **Transfer of Title.** The warranty deed of the Property shall be executed and delivered by the Seller to the Buyer, together with the easements contemplated in Section 1 b) above, and the Buyer shall pay to the Seller the purchase price in the amount and form as contemplated in Section 2 above, thirty-five (35) days after the Planning Board has granted final approval to the Final Plan (the "Closing"). The Closing shall be held at the Nashua City Hall in Nashua, New Hampshire, on such date, at 10:00 a.m., unless another date, time and place shall be agreed upon in writing by the Seller and the Buyer. At the Closing, the Final Plan shall be recorded simultaneously with the aforementioned warranty deed and easements.

8) **Prorations.** Taxes and special assessments shall be prorated as of the date of the Closing.

9) **Possession.** Possession of the Property in the same condition as of the date of this Agreement is to be given at the Closing, free of all tenants, personal property and encumbrances not specifically excepted or referenced in this Agreement.

10) **Broker.** The parties hereto agree that Randy Turmel and Keller Williams Realty, or his/her/its representative, brought about this sale as agent of the Seller. The Buyer acknowledges that such broker represents the Seller in this transaction. The Buyer represents to the Seller that it (the Buyer) has not engaged any real estate broker or agent in connection with this transaction other than its consultant, the Society for the Protection of New Hampshire Forests, which is not acting as a real estate broker or agent. The Seller agrees that the Seller is solely responsible for payment of any broker's commission and disbursements by reason of this Agreement or the sale and purchase contemplated hereby, except for any broker's commission claimed through the Buyer.

11) **Access; Insurance.** The Buyer and its agents shall have access to the Property, during normal business hours, to effect an environmental assessment of the Property as contemplated in Section 5 above. Prior to entering the Property, at least forty-eight (48) hours in advance, the Buyer shall provide the Seller a certificate of insurance, for general and comprehensive liability coverage, in amounts and with companies reasonably acceptable to the Seller, insuring all persons who will enter the Property. In addition, prior to entering the Property, the Buyer shall advise the Seller as to the nature and scope of the activities contemplated by such persons. The Buyer shall not undertake or permit any subsurface explorations at the Property without the Seller's express, prior written consent and under such terms and conditions as the Seller may establish. The Buyer recognizes that its agents and employees enter the Property "at their own risk" and agree to hold harmless the Seller for any injury to persons or properties resulting therefrom. The Seller shall restore any disturbed areas at the Property caused by its activities at the Property.

12) **Effective Date.** This is a binding contract and the effective date is when signed and dated, whether by electronic transfer or original, and all changes initialed and dated, by the Seller and the Buyer. This Agreement, except as otherwise provided herein, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

13) **Default.** In the event either party is in default of its obligations under this Agreement, then the other party may terminate this Agreement and be relieved of all of her or its obligations under this Agreement, as (such terminating party's) sole right and remedy at law and equity, the parties agreeing that damages (which either may suffer in the event of such default) are difficult or impossible to ascertain.

14) **Prior Statements.** All representations, statements, and agreements heretofore made between the parties are merged in this Agreement, which alone fully and completely expresses their respective obligations. This Agreement is entered into by each party after opportunity for investigation, neither party relying on any statements or representations not embodied in this Agreement, made by the other or on the other's behalf.

15) **Governing Law.** This Agreement shall be construed by and in accordance with the laws of the State of New Hampshire, excluding its choice of law rules or rulings.

16) **Additional Provisions.**

a) Upon notice to the Seller, the Buyer, its agents and employees, may enter the Property for purposes of making measurements, surveys and environmental assessments, fundraising activities and generally examining the premises at the Buyer's sole risk and expense.

b) The Property is subject to open space (current use) land classification under the provisions of RSA 79-A, as amended. As noted in Section 3 above, the Buyer recognizes that it will be taking title to the Property subject to open space (current use) land classification and be responsible for any land use change tax, assessment or penalty which may be imposed on the Property. The parties agree that the Buyer shall have not responsibility or liability for any land use

change tax, assessment or penalty which may be imposed on any portion of (current) Lot 336, Map 'D' which is intended to be consolidated with (current) Lot 337, Map 'D' (presently owned by John E. Terrell, Jr. and Pamela Terrell). The Seller recognizes that she shall be responsible for any land use change tax, assessment or penalty imposed on Lots 517 through 520 as contemplated to be subdivided in accordance with the Plan.

c) Time is of the essence of all dates and time periods of this Agreement.

d) In the event the Closing occurs, the Buyer shall be deemed to have accepted the Property "AS IS", without the Seller making any warranties or representations as to the condition of the Property or its fitness for any particular use by the Buyer, or uses to which the Property may be put, except for any warranties expressly made by the Seller under this Agreement, subject to the limitations imposed in connection therewith.

e) All costs and expenses incurred in pursuing and obtaining subdivision approval from the Planning Board for the Final Plan shall be borne by the Seller. In addition, the Seller shall pay for the cost of up to eight (8) granite bounds to be located at corners or along the boundary line of the Property; provided, that such cost does not exceed a total of \$1,200.00.

17) Contingencies.

a) This Agreement is contingent upon the Buyer obtaining final unappealable approval for the purchase of the Property by Resolution enacted by the City of Nashua Board of Aldermen no later than December 28, 2010.

b) This Agreement is contingent upon John E. Terrell, Jr. and Pamela Terrell joining with the Seller to dedicate a 20 foot wide Class "A" Trail and utility easement along the entire northerly frontage of (current) Lot 337 and Lot 336, Map 'D' along Groton Road, also know as Route 111A, as part of the Planning Board's approval of the Final Plan and John E. Terrell, Jr. and Pamela Terrell joining with the Seller to execute and deliver the easement therefor contemplated in Section 1 b) above, failing which, the Buyer may terminate this Agreement.

c) This Agreement is also contingent upon the Buyer obtaining final and unappealable approval for the expenditure of funds from the conservation fund by the Buyer's Conservation Commission, and the full Board of Aldermen. If the Buyer is unable to obtain said approvals and so notifies Seller in writing on or before December 28, 2010, this Agreement shall thereupon become null and void, after which neither the Seller nor the Buyer shall have any further obligations to the other under this Agreement. In the event the Buyer has not notified the Seller in writing of the Buyer's inability to obtain said approvals by the above-specified date, this contingency shall lapse.

d) This Agreement is also contingent upon the Seller obtaining final unappealable subdivision approval from the City of Nashua Planning Board for the Final Plan, subject to terms and conditions acceptable to the Seller (in its sole discretion), failing which either party may terminate this Agreement and neither the Seller nor the Buyer shall have further obligations to the other under this Agreement. If such final unappealable subdivision approval is not obtained on or

before December 28, 2010, this Agreement shall thereupon become null and void after which neither the Seller nor the Buyer shall have any further obligations to the other under this Agreement.

e) The Seller shall neither cut nor remove forest products, nor extract or remove sand, gravel, or other natural resources from the Property during the pendency of this Agreement.

WITNESS the signatures of the above parties as of the day and year first above written.

RITA M. TERRELL, Seller

Date: October 6, 2010

By: Rita M Terrell

Chad Jurek
Witness

Its _____
Duly authorized

CITY OF NASHUA, Buyer

Date: _____, 2010

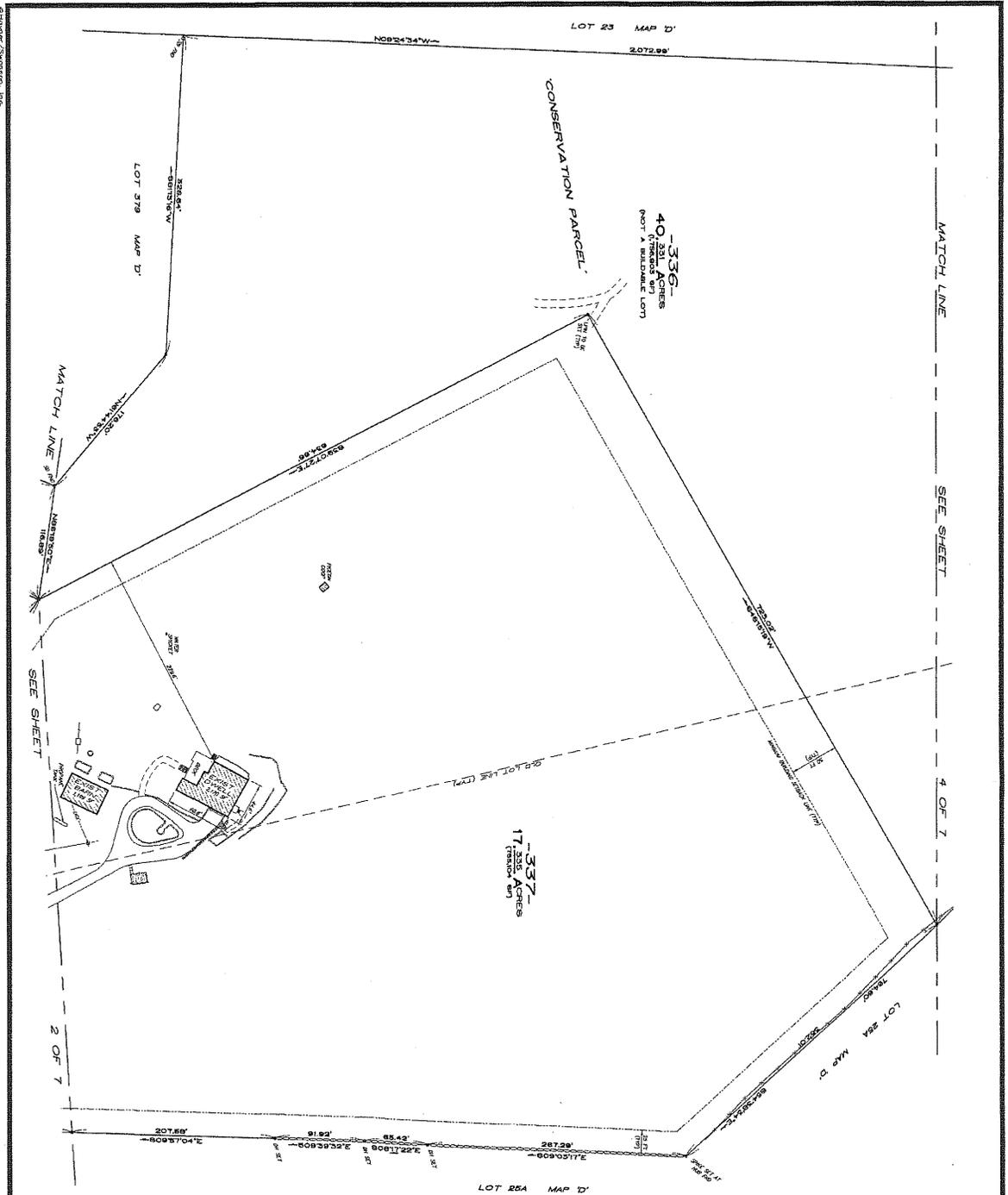
By: _____
Donnalee Lozeau

Witness

Its Mayor
Duly authorized

Attachment A

See copy of the Plan attached.



LEGEND

- UTILITY LINE WITH OVER-SUPPORT
- OVERHEAD ELECTRIC & TELEPHONE
- FIELDSTONE BOUND
- STONE BOUND
- CHAINLINK FENCE
- PICKET FENCE
- CHAINLINK FENCE
- PICKET FENCE
- STREET ADDRESS



ZONING NOTE
 THE ZONING DISTRICTS AND ZONING REGULATIONS OF THE TOWN OF NASHUA, NEW HAMPSHIRE, ARE APPLICABLE TO THIS PROJECT. THE ZONING DISTRICT IS R-1 (RESIDENTIAL SINGLE-FAMILY). THE ZONING REGULATIONS REQUIRE THAT THE PROJECT BE IN ACCORDANCE WITH THE ZONING REGULATIONS. THE ZONING REGULATIONS REQUIRE THAT THE PROJECT BE IN ACCORDANCE WITH THE ZONING REGULATIONS. THE ZONING REGULATIONS REQUIRE THAT THE PROJECT BE IN ACCORDANCE WITH THE ZONING REGULATIONS.

UTILITY NOTE
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LOT LINE SPLIT/OCCUPATION/SUBDIVISION PLAN
 LOTS 336 & 337, MAP D'
11 & 13 GROTON ROAD
 NASHUA, NEW HAMPSHIRE
 PREPARED FOR:
RICHARD MORIN
 RECORD OWNERS
JOHN E. J. & PAMELA TERRELL
 AND **RITA TERRELL**
 30 NICHOLS LANE PELHAM, NEW HAMPSHIRE 03076 (978) 458-7801
 11 GROTON ROAD NASHUA, NEW HAMPSHIRE 03083 (603) 881-8722
 41 ORLAINE DRIVE WOODBURY, NEW HAMPSHIRE 03091 (603) 881-9228

HSI HayashiSwanson, Inc.
 Civil Engineering and Surveying
 Three Oyster Street, Nashua, New Hampshire 03083-1809
 Tel: (603) 882-2807
 Fax: (603) 882-2807
 www.hsi-engineers.com

7 SEPTEMBER 2010

SCALE: 1" = 100.00 FEET

DATE: 09/27/10

PROJECT: 11 & 13 GROTON ROAD, NASHUA, NH

DATE: 09/27/10

PROJECT: 11 & 13 GROTON ROAD, NASHUA, NH

PLAN REFERENCES:

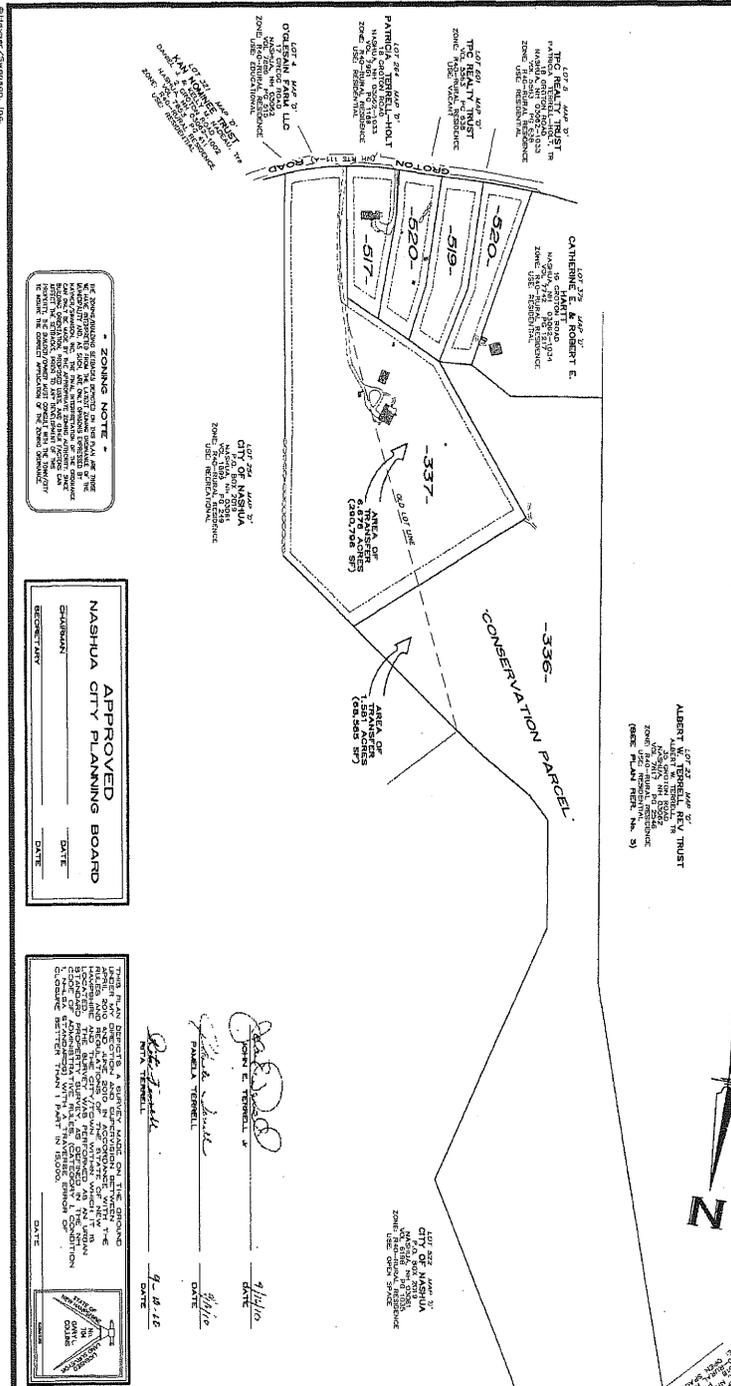
1. LOT 122, MAP 10, CITY OF NASHUA, NEW HAMPSHIRE, AS SHOWN ON THE PLAN, AND REFERRED TO BY MAP 10, CITY OF NASHUA, NEW HAMPSHIRE, AS SHOWN ON THE PLAN.
2. LOT 122, MAP 10, CITY OF NASHUA, NEW HAMPSHIRE, AS SHOWN ON THE PLAN, AND REFERRED TO BY MAP 10, CITY OF NASHUA, NEW HAMPSHIRE, AS SHOWN ON THE PLAN.
3. LOT 122, MAP 10, CITY OF NASHUA, NEW HAMPSHIRE, AS SHOWN ON THE PLAN, AND REFERRED TO BY MAP 10, CITY OF NASHUA, NEW HAMPSHIRE, AS SHOWN ON THE PLAN.

NOTES:

1. THE EXISTING ROADWAY AND DRIVEWAY ARE TO BE REMOVED AND REPLACED BY A NEW ROADWAY AND DRIVEWAY AS SHOWN ON THE PLAN.
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CONNING NOTE
 IF ANY PART OF THIS PLAN IS TO BE USED FOR ANY OTHER PURPOSE THAN THAT FOR WHICH IT WAS PREPARED, THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND OFFICIALS. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND OFFICIALS. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND OFFICIALS.

APPROVED
NASHUA CITY PLANNING BOARD
 SEWERING _____ DATE _____
 REQUEST/PLAN _____ DATE _____

APPROVED
 JOHN E. TERRELL, JR.
 PAMELA TERRELL
 DATE 9/18/10

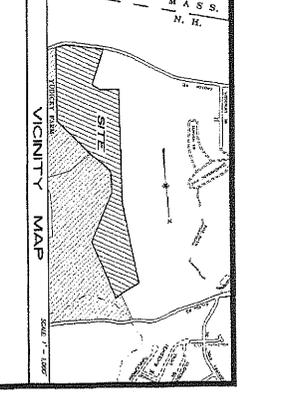
APPROVED
 JOHN E. JR. & PAMELA TERRELL
 and RITA TERRELL
 DATE 9/18/10

NO.	DATE	REVISION
1	9/18/10	FINAL SET

MASTER LOT LINE RELOCATION/SUBDIVISION PLAN
LOTS 336 & 337, MAP 10, CITY OF NASHUA, NEW HAMPSHIRE
11 & 13 GROTON ROAD
NASHUA, NEW HAMPSHIRE
 PREPARED FOR:
RICHARD MORIN
 30 NICHOLS LANE, PELHAM, NEW HAMPSHIRE 03076 (978) 458-7800
JOHN E. JR. & PAMELA TERRELL
 11 GROTON ROAD, NASHUA, NEW HAMPSHIRE 03082 (603) 881-9722
and RITA TERRELL
 41 ORLADE DRIVE, HENDERSON, NEW HAMPSHIRE 03051 (603) 881-9722

SCALE: 1"=50.00' (AS SHOWN)
 DATE: 7 SEPTEMBER 2010

HSI
 Hayward/Swanson, Inc.
 Civil Engineering/Planning
 Three Concord Street, Nashua, New Hampshire 03083-2300
 Phone: (603) 881-9722
 Fax: (603) 881-9723
 www.hsi-engineers.com



THIS IS A NON-CONTRACTUAL
CONVEYANCE PURSUANT TO
NEW HAMPSHIRE RSA 78-B:2
AND IS EXEMPT FROM THE
NEW HAMPSHIRE REAL
ESTATE TRANSFER TAX.

CONSERVATION EASEMENT DEED

THE CITY OF NASHUA, a municipal corporation, with a principal place of business at P.O. Box 2019, 229 Main Street, Nashua, County of Hillsborough, State of New Hampshire, 03061 (hereinafter referred to as the "Grantor", which word where the context requires includes the plural and shall, unless the context clearly indicates otherwise, include the Grantor's executors, administrators, legal representatives, devisees, heirs, successors and assigns),

for consideration paid, with Quitclaim covenants, grants in perpetuity to

the **SOCIETY FOR THE PROTECTION OF NEW HAMPSHIRE FORESTS**, a corporation duly organized and existing under the laws of the State of New Hampshire, with a principal place of business at 54 Portsmouth Street, City of Concord, County of Merrimack, State of New Hampshire, 03301-5400, having been determined by the Internal Revenue Service to be an income tax exempt, publicly supported corporation, contributions to which are deductible for federal income tax purposes pursuant to the United States Internal Revenue Code, (hereinafter referred to as the "Grantee" which shall, unless the context clearly indicates otherwise, include the Grantee's successors and assigns),

the Conservation Easement (herein referred to as the "Easement") hereinafter described with respect to that certain parcel of land (herein referred to as the "Property") being unimproved land, consisting of approximately [REDACTED] acres, situated on Groton Road in the City of Nashua, County of Hillsborough, State of New Hampshire, shown on a plan entitled "[REDACTED]" by [REDACTED], last revised, recorded at [REDACTED] at the [REDACTED] County Registry of Deeds (hereafter "Plan"), more particularly bounded and described in Appendix "A" attached hereto and made a part hereof.

1. PURPOSES

The Easement hereby granted is pursuant to NH RSA 477:45-47, exclusively for the

The Easement hereby granted with respect to the Property is as follows:

2. USE LIMITATIONS (Subject to the reserved rights specified in Section 3 below)

The Property shall be maintained in perpetuity as open space subject to the following use limitations:

- A. The Property shall not be posted against, and the Grantor shall keep access to and use of the Property open to the public for, non-motorized, non-wheeled, pedestrian non-commercial, outdoor recreational and outdoor educational purposes, such as but not limited to hiking, wildlife observation, cross-country skiing, fishing, but not for camping or hunting. However, the Grantee shall be under no duty to supervise said access, use, or purpose. The Grantor reserves the right to post the Property against public access to agricultural cropland during the planting and growing season, to lands while being grazed by livestock, and to forestland during harvesting or other forest management activities.
- B. No structure or improvement shall be constructed, placed, or introduced onto the Property, except for structures and improvements which are: i) necessary in the accomplishment of the agricultural, forestry, conservation, habitat management, or noncommercial outdoor recreational uses of the Property and which may include but not be limited to a road, trail, dam, fence, utility line, bridge, culvert, barn, maple sugar house, farmstand, or shed; and ii) not detrimental to the Purposes of this Easement. The Grantor shall provide the Grantee with 45 days written notice prior to any construction of a permitted structure with a footprint exceeding 2,000 square feet.
- C. Notwithstanding section 2. B. above, there shall not be constructed, placed, or introduced onto the Property any of the following structures or improvements: school, landfill, transfer station, cell tower, municipal office, fire station, police station, cemetery, dwelling, mobile home, cabin, residential driveway, any portion of a septic system, tennis court, swimming pool, athletic field, golf course, or aircraft landing area.
- D. There shall not be conducted on the Property any industrial or commercial activities, except agriculture and forestry (including timber harvesting) as described below and provided that the productive capacity of the Property to yield forest and/or agricultural crops shall not be degraded by on-site activities.
- i. For the purposes of this Easement, "forestry" shall include: the growing, stocking, cutting, and sale of Christmas trees or forest trees of any size capable of producing timber or other forest products; the construction of roads or other accessways for the purpose of removing forest products from the Property; and the processing and sale of products produced on the Property (such as firewood and maple syrup).

For the purposes of this Easement, "agriculture" shall include: animal husbandry, floriculture, and horticulture activities; the production of plant and animal products for domestic or commercial purposes; the growing of food crops; the construction of roads or other accessways for the purpose of removing agricultural products from the

Property; and the processing and sale of products produced on the Property (such as pick-your-own fruits and vegetables).

- ii. Any agriculture for industrial or commercial purposes shall be performed, to the extent reasonably practicable, in accordance with a written coordinated management plan for the sites and soils of the Property. Said agriculture shall not be detrimental to the Purposes of this Easement, nor materially impair the scenic quality of the Property as viewed from [public waterways, great ponds, public roads, or public trails]. Said agricultural management activities shall be in accordance with the then-current scientifically based practices recommended by the University of New Hampshire's Cooperative Extension Service, by the U.S. Department of Agriculture's Natural Resources Conservation Service, by the New Hampshire Department of Agriculture, Markets, and Food, including but not limited to recommended practices in said NH Department's "Manual of Best Management Practices (BMPs) for Agriculture in New Hampshire" as may be revised, updated, or superseded from time to time, or by other successor governmental natural resource conservation and management agencies then active.
- iii. Any forestry for industrial or commercial purposes shall be performed, to the extent reasonably practicable, as hereinafter specified in accordance with the following goals, and in a manner not detrimental to the Purposes of this Easement.
 - a. The goals are:
 - maintenance of soil productivity;
 - protection of water quality, wetlands, and riparian zones;
 - maintenance or improvement of the overall quality of forest products;
 - conservation of scenic quality;
 - protection of unique or fragile natural areas;
 - protection of unique historic and cultural features; and
 - conservation of native plant and animal species.
 - b. Any forestry for industrial or commercial purposes shall be performed in accordance with a written forest management plan consistent with this Easement, prepared by a licensed professional forester, or by other qualified person approved in advance and in writing by the Grantee. Said plan shall have been prepared not more than ten years prior to the date any harvesting is expected to commence, or shall have been reviewed and updated as required by such a forester or other qualified person at least thirty (30) days prior to said date.
 - c. At least thirty (30) days prior to harvesting, Grantor shall submit to Grantee a written certification, signed by a licensed professional forester, or by other qualified person approved in advance and in writing by the Grantee, that such plan has been prepared in compliance with the terms of this Easement. Upon request by the Grantee, the Grantor shall submit the plan itself to Grantee within ten (10) days of such request, with Grantee's acknowledgment that the plan's purpose is to guide forest management activities in compliance with this Easement, and that the

RESOLUTION

R-10-65

Authorizing The Acquisition Of Approximately 40.34 Acres Of Land And Improvements Thereon At 11-13 Groton Road For The Purchase Price Of Twelve Thousand Seven Hundred Dollars (\$12,700) Per Acre; Authorizing The Acquisition Of An Easement Approximately 884 Feet In Length Along The Northerly Side Of Groton Road For The Purpose Of A Bicycle/Pedestrian Trail And Utility Easement; Authorizing The Conveyance Of A Conservation Easement Upon Certain Lands Owned Or To Be Owned By The City On Said 40.34 Acres To The Society For The Protection Of New Hampshire Forests; And Authorizing The Payment Of Ten Thousand Dollars (\$10,000) To The Society For The Protection Of New Hampshire Forests For A Stewardship Endowment For Maintaining The Conservation Easement

Endorsed by

<u><i>Aore Wilshire</i></u>	VITALE
<u><i>Anthony D. Lybeck</i></u>	WILSHIRE
<u><i>Michael J. Tabacsko</i></u>	TABACSKO
<u>_____</u>	McCARTHY
<u><i>[Signature]</i></u>	CRAFFEY,
<u>_____</u>	PRESSLY
<u>_____</u>	CLEMONS
<u>_____</u>	MELIZZI-
<u>_____</u>	GOLJA
<u>_____</u>	COX
<u>_____</u>	SHEEHAN

IN THE BOARD OF ALDERMEN

1ST READING OCTOBER 12, 2010

Referred to:

COMMITTEE ON INFRASTRUCTURE AND

NASHUA CITY PLANNING BOARD

2nd Reading OCTOBER 26, 2010

3rd Reading _____

4th Reading _____

Other Action _____

Passed OCTOBER 26, 2010

Indefinitely Postponed _____

Defeated _____

Attest: *Claudia Bergeron*
City Clerk

[Signature]
President

Approved *Jonelle Golja*
Mayor's Signature

10/27/10

Date

Vetoed: _____

Veto Sustained: _____

Veto Overridden: _____

Attest: _____
City Clerk

President