



RESOLUTION

**AUTHORIZING THE ACCEPTANCE OF A CONSERVATION EASEMENT BY
ROSALIE GENDRON, LLC TO THE CITY OF NASHUA ON LAND LOCATED ON
MEMORY AVENUE**

CITY OF NASHUA

In the Year Two Thousand and Six

RESOLVED by the Board of Aldermen of the City of Nashua that the Mayor is authorized to accept in the name of the City a conservation easement deed given by Rosalie Gendron, LLC to the City of Nashua for land located on Memory Avenue. Said easement shall be in substantially the form of the attached easement deed;

Return to: Corporation Counsel
City of Nashua
City Hall
229 Main Street, PO Box 2019
Nashua, NH 03061-2019

CONSERVATION EASEMENT

Rosalie Gendron, LLC, a New Hampshire limited liability company with its principal place of business at 289 Pine Street, Manchester, Hillsborough County, New Hampshire 03103 (“Grantor”), for consideration paid, grants in perpetuity to the City of Nashua, a New Hampshire municipal corporation with offices at 229 Main Street, Nashua, Hillsborough County, New Hampshire 03060 (“Grantee”), with WARRANTY COVENANTS, the following:

A permanent easement for conservation and preservation purposes, pursuant to NH RSA 477:45-47, in and to certain land situated off of Memory Avenue, in Nashua, Hillsborough County, New Hampshire, more particularly described in Exhibit A attached hereto (the “Easement Area”).

Grantor hereby conveys to grantee a conservation and preservation easement with respect to the Easement Area for the purpose of granting to Grantee the right to protect, conserve and preserve the existing natural conditions and resources of the Easement Area, subject to the following terms, conditions, rights, covenants and restrictions:

1. Except as expressly permitted under this Easement, no structure or improvement shall be constructed, placed or introduced within the Easement Area, nor shall there be any changes in the topography, surface or subsurface water systems, wetlands or other characteristics of the Easement Area.
2. Except as expressly permitted under this Easement, there shall be no mining, quarrying, excavation or removal of rocks, minerals, gravel, sand, topsoil, plant life or other similar material or wildlife from the Easement Area.
3. Except as expressly permitted under this Easement, there shall be no tree cutting or removal within the Easement Area, without the written consent of the Conservation Commission of the City of Nashua.

Notwithstanding the foregoing, Grantor and its successors and assigns may undertake the following activities with the Easement Area:
Pruning, removal of and/or maintenance to trees, timber and other plant life, which trees, timber or other plant life may affect land outside the Easement Area, consistent with good conservation practices, including activities to remove diseased, damaged or dead trees or other plant life.

Grantor and its successors and assigns may maintain the Easement Area consistent with the purposes hereof.

No rights are granted to the general public pursuant to this Conservation Easement.

Grantee is hereby granted reasonable access to the Easement Area to inspect the Easement Area, as it may deem necessary, to enforce the terms and conditions hereof and exercise its rights hereunder, and to fulfill the responsibilities and duties imposed upon it and assumed by it by its acceptance of this Conservation Easement.

Either party may enforce its rights hereunder by a proceedings available at law or equity, including by seeking the remedies of specific performance and mandatory injunction. The enforcement body or agency for Grantee shall be its Conservation Commission.

This Easement shall be binding upon and inure to the benefit of Grantor and Grantee and their successors, successors-in-title and assigns. The benefit of the restrictions and rights established hereunder in favor of Grantee shall not be appurtenant to any particular parcel of land and shall be assignable by Grantee to any appropriate governmental entity or body whose primary purpose includes the conservation of land.

As contemplated under NH RSA 477:47, Grantee hereby accepts the rights and interest granted it subject to the terms and conditions hereof, and signifies such acceptance of the creation of the interest established hereunder by its execution of this instrument by the Major of the City of Nashua, whose signature has been duly notarized.

The foregoing conveyance is excepted from and not subject to the New Hampshire real estate transfer tax pursuant to RSA 78-B:2, I and IX.

IN WITNESS WHEREOF, Grantor has caused this instrument to be duly executed this _____ day of May, 2006.

ROSALIE GENDRON, LLC

Witness
STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

By: _____
Mark Guilmain, Manager

The foregoing instrument was acknowledged before me this _____ day of May, 2006 by Mark Guilmain, Manager of Rosalie Gendron, LLC, a New Hampshire limited liability company, with authority, in the capacity stated and on behalf of the company.

Notary Public/Justice of the Peace
My commission expires: _____

ACCEPTANCE

The City of Nashua, by accepting and recording this deed, for itself, its successors and assigns, agrees to be bound by and observe and enforce the provisions hereof and assume the rights and responsibilities herein provided for and incumbent upon the City of Nashua, all in the furtherance of the purposes for which this deed is executed and delivered.

IN WITNESS WHEREOF, the City of Nashua has caused this Acceptance to be duly executed this _____ day of _____, 2006.

CITY OF NASHUA
By its Major

Witness

By: _____
Bernard A. Streeter, Mayor

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this _____ day of _____, 2006 by Bernard A. Streeter, Mayor of the City of Nashua, with authority, in the capacity stated and on behalf of the City of Nashua.

Notary Public/Justice of the Peace
My commission expires: _____

CONSERVATION EASEMENT
Grantor: Rosalie Gendron, LLC
Grantee: City of Nashua

EXHIBIT A

The Conservation Easement hereby conveyed is bounded and described as and is shown, depicted and labeled "PROPOSED CONSERVATION EASEMENT" on a certain plan of land entitled "Sheet C/Lots 93, 755, 2199 Consolidation and Sub-Division Plan Memory Avenue 315, 319, 323 Main Dunstable Road Nashua, New Hampshire," dated July 18, 2005 and prepared by Cuoco & Cormier Engineering Associates, Inc. for Rosalie Gendron, LLC and to be recorded herewith in the Hillsborough County Registry of Deeds.