



## RESOLUTION

### AUTHORIZING THE SALE OF A PARCEL OF LAND TO PROPERTY OWNERS ALONG RADCLIFF DRIVE AND SHORE DRIVE

### *CITY OF NASHUA*

*In the Year Two Thousand and Fifteen*

**RESOLVED** by the Board of Aldermen of the City of Nashua that the Mayor is hereby authorized to negotiate the sale of City property located between Stellos Stadium and Radcliff Drive and more particularly described as a portion of Sheet E, Lot 1359 to James and Cari Pullen, John Bieren, George and Catherine Norton and Kimberly Roberts on terms and conditions substantially similar to the attached Purchase and Sale Agreement. The property being sold shall consist of four individual lots measuring 90 feet wide by 100 feet long immediately adjoining the back of each buyer's current house lot. The purchase price for each lot shall be fourteen hundred dollars (\$1,400). The sale of this property is conditioned upon the receipt of all necessary approvals for the proposed subdivision.

**LEGISLATIVE YEAR 2015**

**RESOLUTION:** R-15-193

**PURPOSE:** Authorizing the sale of a parcel of land to property owners along Radcliff Drive and Shore Drive

**SPONSOR(S):** Mayor Donnalee Lozeau  
Alderman Michael Soucy

**COMMITTEE  
ASSIGNMENT:**

**FISCAL NOTE:** The city shall receive revenue of fifty-six hundred dollars (\$5,600) for the sale of this property.

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**ANALYSIS**

This resolution authorizes the mayor to enter into Purchase and Sale Agreements with the owners of 15, 17 and 19 Radcliff Drive and 104 Shore Drive for the sale of city owned property located immediately behind the buyer's residences. Each of the buyers will be conveyed a 100 foot deep by 90 foot wide lot that would be merged with their current house lots. The sale price for each lot will be one thousand-four hundred dollars (\$1,400).

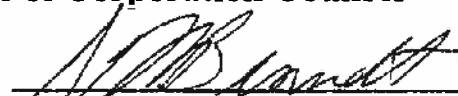
The buyer's intend to remove existing trees on the purchased property and plant a natural sound barrier consisting of two rows of closely spaced evergreen trees to block sound and noise from Stellos Stadium and DPW operations. One of the rows of trees will be located on a strip of city owned property immediately behind the buyers' property. The buyers will be responsible for all costs associated with surveys, permits, applications, closing and document preparation. All costs associated with clearing the purchased lots and the additional strip of city land and replanting trees will be borne by the buyers. The specifics of the clearing and planting is set forth in the "Working Plan For Buffer Area Transformation" attached to the proposed Purchase and Sale Agreement.

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**Approved as to form:**

**Office of Corporation Counsel**

**By:**

  
\_\_\_\_\_

**Date:**

  
\_\_\_\_\_

## PURCHASE AND SALE AGREEMENT

1. **THIS AGREEMENT** made this \_\_\_\_ day of December  
, 2015 between the City of Nashua ("SELLER") with its principal place of business at 229  
Main Street, Nashua, N.H. 03061 and \_\_\_\_\_ ("BUYER") of \_\_  
Radcliffe ( \_\_Shore)Drive, Nashua, County of Hillsborough, State of New Hampshire, Zip Code  
0306\_.

2. **WITNESSETH:** That SELLER agrees to sell and convey, and BUYER agrees to purchase, for  
the purchase price and subject to every one of the terms and conditions hereafter set  
forth, the real property located in City of Nashua, New Hampshire, known as or more  
particularly described as, a 90 foot wide X 100 foot long parcel of land adjoining the rear  
of Buyer's current property and being a portion of Sheet E, Lot1359(collectively referred  
to as the "PROPERTY").

3. The **PURCHASE PRICE** is One Thousand Four Hundred Dollars, \$1,400.00.

Balance Due: Cash, Certified Check, Bank Draft or Wire Transfer payable to Seller on the  
date of transfer of title in the sum of \$1,400.00.

Provided, nonetheless, the Balance Due shall be net (whether plus or minus) of any  
proration set forth within Section 10 of this Agreement, as applicable.

4. **DEED:** Marketable title shall be conveyed by a quitclaim deed, and shall be free and clear  
of all encumbrances except usual public utilities serving the PROPERTY, encumbrances  
noted herein, and any and all encumbrances of record.

The Seller specifically reserves for itself all city encumbrances of record, including, but  
not limited to the 30 foot wide sewer easement across the Property.

5. **TRANSFER OF TITLE:** On or before \_March 1\_\_\_\_\_, 2016\_ at \_10\_:00 \_a.m. or some  
other place of mutual consent as agreed to in writing, time being of the essence  
("CLOSING").

6. **POSSESSION:** Full possession and occupancy of the premises shall be given upon the  
transfer of title free of all occupants and occupant's personal property and encumbrances  
except as herein stated.

**MAINTENANCE:** Until possession is delivered Seller reserves the right to utilize and  
maintain the property in any manner it deems necessary and appropriate.

7. **INSURANCE:** n/a

- 8. TITLE:** Buyer shall have 30 calendar days to examine title from the effective date. If upon examination of title it is found that the title is not marketable, SELLER shall have a reasonable time, not to exceed thirty (30) days from the date of notification of defect (unless otherwise agreed to in writing), to remedy such defect at its sole discretion. Should SELLER elect not to remedy the defect, BUYER may rescind this Agreement at BUYER'S sole option and all parties being released from any further obligations hereunder. The cost of examination of the title shall be borne by BUYER.
- 9. PRORATIONS:** ALL real estate taxes, and as of the date of transfer of title, shall be apportioned, as appropriate, between the SELLER and the BUYER as of the date of transfer of title.
- 10. ENVIRONMENTAL CONTAMINATION:** The Seller is not currently aware of any contamination on or of the Property and Seller makes no representations regarding the existence or non-existence of any environmental contamination on or of the Property and Buyer is not acting in reliance on any statements or representations by Seller regarding the existence or non-existence of any contamination on or of the Property.
- 11. ADDITIONAL PROVISIONS:** The sale is contingent upon a vote of approval of the City of Nashua Board of Aldermen and approval of the proposed subdivision by the Planning Board.  
Buyers shall not place any structure on the Property that exceeds 200 square feet in size .  
Buyers shall not place any structure of any size or plant any trees or shrubs in the City's sewer easement.  
The sale is conditioned upon Buyer's strict compliance with the Working Plan for Buffer Area Transformation ("Plan") which is attached hereto and specifically included as a condition of this sale and Buyer's obligations pursuant to the Plan shall survive the closing on the Property and continue in full effect until completed.  
Buyer shall be responsible for obtaining, and the cost of, all permits, approvals, surveys plans, documents and taxes/transfer stamps associated with the sale and purchase of the Property
- 12. ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties relating to the subject thereof, and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Agreement.
- 13. 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.
- 14. 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 SELLER and BUYER. Each party is to receive a fully executed duplicate original of this Agreement. This Agreement shall be binding upon the heirs and/or other authorized representatives of both parties.



## **Working Plan for Buffer Area Transformation**

Conditions for clearing and replanting trees on the proposed land acquisition behind the residents at 15, 17, 19 Radcliffe Drive & 105 Shore Drive (the "Property"). Additionally, a twenty (20) foot wide strip of City property immediately behind and abutting the Property will be cleared of existing pine trees, regraded to City specifications and the cleared trees replaced with younger, fuller trees by the Buyers subject to City approval. All costs, permits and approvals are the responsibility of the Buyers.

### **LAND CLEARING**

Once the snow has cleared in the Spring, 2016, Buyers shall begin to clear the area of existing trees. Access to the area will occur either through Emergency Access behind 591 West Hollis St. or from emergency access between Stellos Stadium & Nashua YMCA. Access routes subject to approval by City.

1. Select City trees will be cut down and removed to create a path from the power line area to the acquired land. All selected trees for cutting to be approved by City. Any approvals required from other easement holders are the responsibility of buyers to obtain)
2. Existing trees will be cut down from the acquired land, smallest to largest in order, to provide an area to drop all large pine trees. Existing mature hardwood trees will then be evaluated and cut down at the discretion of the Buyers.
3. Stumps will be removed and delivered to Stump Chunks as raw material at Buyers' expense, No burying of stumps on the Property or City land.
4. Branches and roots will be chipped and dispersed evenly on the buffer land behind the Property .to the extent approved by the city.
5. All land altered by tree excavation activities will be re-leveled by Buyers. City to have final approval of end result on city land.
6. All land clearing shall be completed within three (3) weeks of commencement of work .

### **TREE REPLANTING**

1. Buyers will plant two rows of conifer trees at the rear of each new property line.
2. 10 feet behind the new property line (on City land replacing the trees that were cut down), a row of ten (10) eastern white pines, at least five (5) feet tall, spaced ten (10) feet part will be planted by Buyers at their cost.
3. Inside Buyers' new property lines, the Buyers will plant a row of conifers that will be offset to the newly planted city trees to create a staggered wall of trees. Depending on the conifer chosen, there may be more than ten (10) trees to be planted on each owners' property line.

## **Working Plan for Buffer Area Transformation**

4. The Buyers, at their cost shall replant eastern white pines to replace the trees that were taken down to create access from the power lines. The number, size and spacing of the replacement trees shall be approved by City.
5. All trees shall be planted within 3 weeks of the completion of the land clearing.

### **TREE UPKEEP**

1. Buyers will trim newly planted eastern pines in July for at least the first two years, as recommended by UNH Arborist. This will ensure a full wide growth of the tree. Buyers shall pay all costs.
2. Buyers will ensure that the new trees are watered regularly for the first year, ensuring the roots take and the trees succeed in their new environment. City to grant permission for planting and maintaining trees.
3. If a tree dies or becomes diseased within two (2) years from planting, the Buyers shall replace the tree at their cost.