RESOLUTION

AUTHORIZING THE ACCEPTANCE OF LAND ON AMHERST STREET AND ON CHARRON AVENUE AND THE ACCEPTANCE OF A SIDEWALK EASEMENT ON AMHERST STREET

CITY OF NASHUA

In the Year Two Thousand and Seventeen

RESOLVED by the Board of Aldermen of the City of Nashua to authorize acceptance of the following:

1) Land on Charron Avenue described in the attached Quitclaim Deed from EDCO Nashua, LLC;

2) Land on Amherst Street described in the attached Quitclaim Deed from 270 Amherst Street, LLC; and

3) Sidewalk easement on land at 260 Amherst Street as described in the attached Sidewalk Easement from JPM Real Estate, LLC.

All of the foregoing will be conveyed by deeds and an easement substantially in the form of the attached.
LEGISLATIVE YEAR 2017

RESOLUTION: R-17-088

PURPOSE: Authorizing the acceptance of land on Amherst Street and on Charron Avenue and the acceptance of a sidewalk easement on Amherst Street

SPONSOR(S): Mayor Jim Donchess

COMMITTEE ASSIGNMENT:

FISCAL NOTE: Cost of sidewalk and road maintenance.

ANALYSIS

This resolution authorizes acceptance of portions of land on Amherst Street and Charron Avenue and the acceptance of a sidewalk easement on Amherst Street. The land and easement are required for the Amherst Street improvements and Charron Avenue to Diesel Road project.

Approved as to form: Office of Corporation Counsel

By: 

Date: 2/8/2017
QUITCLAIM DEED
to the City of Nashua

KNOW ALL PERSONS BY THESE PRESENTS that EDCO NASHUA, LLC, with a
mailing address c/o Saxon Partners, 25 Recreation Park Drive, Suite 204, Hingham, MA
02043 ("Grantor"), for consideration paid, transfers, grants and conveys to the City of
Nashua, a municipal corporation with an address of 229 Main Street, Nashua, New
Hampshire ("Grantee"), with Quitclaim Covenants, a portion of Grantor's land in the City
of Nashua, County of Hillsborough, and State of New Hampshire, more particularly
described as follows:

A certain parcel situated on the easterly sideline of Charron Avenue, in the
City of Nashua, County of Hillsborough and State of New Hampshire,
identified and labeled as "Proposed Area to be Transferred to City of
Nashua, Area = 2,959 SF" on plan of land titled "Lot Line Adjustment Plat,
Map E, Lots 1228, 268 & 2136", dated June 9, 2015 with revisions to the
date hereof, prepared for EDCO Nashua, LLC, 270 Amherst Street, LLC
and JPM Real Estate, LLC, by Jones & Beach Engineers, Inc., recorded at
the Hillsborough County Registry of Deeds as Plan ___________ (the
"Plan"); said parcel more particularly bounded and described as follows:

Beginning at a point, along the southerly sideline of Charron Avenue, so-
called, as shown on said Plan, said beginning point being shown on the
Plan as at an iron pin to be set which is a distance of 204.79 feet along a
line N48°45'21"E from a granite bound situated on the said southerly
sideline of Charron Avenue, so-called;

Thence running along Line 7 on said Plan ("L7") N46°33'21"E, continuing
along the easterly sideline of Charron Avenue, so-called, a distance of
253.43 feet to a point shown on the Plan as at an iron pin to be set;
Thence running **Easterly**, along a tangent curve to the right, along the southerly sideline of Charron Avenue, so-called and the southwesterly sideline of Amherst Street (NH Route 101A), so-called, having a radius of **30.00 feet**, an included angle of **83°13'25"**, an arc length of **43.58 feet**, a chord of **N88°10'03"E** a distance of **39.84 feet** to a granite bound on the southwesterly sideline of Amherst Street (NH Route 101A);

Thence running **Easterly**, along a tangent curve to the left designated “C2” on the Plan, continuing along the southwesterly sideline of said Amherst Street (NH Route 101A), so-called, having a radius of **1,486.40 feet**, an included angle of **00°37'47"**, an arc length of **16.34 feet**, a chord of **S50°32'08"E** a distance of **16.34 feet** to a point along the southwesterly sideline of said Amherst Street (NH Route 101A);

Thence running **Westerly**, along a non-tangent curve to the left designated “C1” on the Plan, having a radius of **35.00 feet**, an included angle of **82°29'02"**, an arc length of **50.39 feet**, a chord of **S87°54'25"W** a distance of **46.15 feet** to a point;

Thence running along Line 8 on said Plan (“L8”) **S46°39'57"W**, a distance of **167.24 feet** to a point;

Thence running **Southwesterly**, along a tangent curve to the right designated “C3” on the Plan, having a radius of **106.00 feet**, an included angle of **10°29'14"**, an arc length of **19.40 feet**, a chord of **S51°54'34"W** a distance of 19.38 feet to a point;

Thence running along Line 5 on said Plan (“L5”) **S57°09'11"W**, a distance of **11.59 feet** to a point;

Thence running **Southwesterly**, along a tangent curve to the right designated “C5” on the Plan, having a radius of **550.00 feet**, an included angle of **08°23'50"**, an arc length of **80.61 feet**, a chord of **S52°57'16"W** a distance of 80.54 feet to a point on the easterly sideline of Charron Avenue, so-called;

Thence running along Line 6 on said Plan (“L6”) **N48°45'21"E**, along the easterly sideline of Charron Avenue, so-called, a distance of **27.38' feet** to the **point of beginning**;

**Containing 2,959 square feet more or less.**

Subject to all matters of record.

This is not homestead property.
Each party represents and warrants to the other that it is duly authorized to execute this Deed. This Deed was authorized by R-____ as passed by the City of Nashua Board of Aldermen on __________, 2017.

This transfer is exempt from the transfer tax pursuant to 78-B:2, I, as it consists of a transfer of title to a New Hampshire municipality.

Meaning and intending to convey a portion of the land conveyed to the Grantor by deed dated January 29, 2013 and recorded at the Hillsborough County Registry of Deeds at Book 8524, Page 489.

Executed as of this _______ day of ______________________, 2017.

EDCO NASHUA, LLC

By: __________________________
Name: Donald Smith
Title: Manager

CITY OF NASHUA

By: __________________________
Name: James W. Donchess
Title: Mayor

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF PLYMOUTH

On this, the ______ day of ____________, 2017 before me, the undersigned officer, personally appeared Donald Smith, who acknowledged himself to be the duly authorized Manager of EDCO NASHUA, LLC, and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained. Before me,

Justice of the Peace/Notary Public
Commission expires: __________

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On this ______ day of ____________, 2017, personally appeared, before me, James W. Donchess, Mayor of the City of Nashua, personally known to me (or satisfactorily proven) to be the individual whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

Justice of the Peace/Notary Public
Commission Expires:
QUITCLAIM DEED
to the City of Nashua

KNOW ALL PERSONS BY THESE PRESENTS that 270 AMHERST STREET, LLC,
with a mailing address c/o Saxon Partners, 25 Recreation Park Drive, Suite 204,
Hingham, MA 02043 ("Grantor"), for consideration paid, transfers, grants and conveys
to the City of Nashua, a municipal corporation with an address of 229 Main Street,
Nashua, New Hampshire ("Grantee"), with Quitclaim Covenants, a portion of Grantor's
land in the City of Nashua, County of Hillsborough, and State of New Hampshire, more
particularly described as follows:

A certain parcel situated on the southwesterly sideline of Amherst Street
(NH Route 101A), in the City of Nashua, County of Hillsborough and State
of New Hampshire, identified and labeled as “Proposed Right-of-Way Area
= 902 SF” on plan of land titled “Lot Line Adjustment Plat, Map E, Lots
1228, 268 & 2136”, dated June 9, 2015 with revisions to the date hereof,
prepared for EDCO Nashua, LLC, 270 Amherst Street, LLC and JPM Real
Estate, LLC, by Jones & Beach Engineers, Inc., recorded at the
Hillsborough County Registry of Deeds as Plan _____________ (the
“Plan”); said parcel more particularly bounded and described as follows:

Beginning at a point, along the southwesterly sideline of Amherst Street
(NH Route 101A), so-called, as shown on said Plan, said beginning point
being the northeasterly corner of the herein described parcel, a distance
2.80 along a line N56°58’16”W from a point on the southwesterly sideline
of Amherst Street (NH Route 101A) which is 0.13 feet from a bound found
along a line S33°01’44”W from the said southwesterly sideline Amherst
Street (NH Route 101A), so-called (as depicted in Detail “A” of said Plan);

From said beginning point turning and running along Line 15 on said Plan
(“L15”) S56°58’16”E, continuing along the southwesterly sideline of said
Amherst Street (NH Route 101A), so-called, a distance of 21.44 feet to a
point, at an iron pin to be set;
Thence running along Line 13 on said Plan ("L13") $S30^\circ41'15"W$ a distance of $8.50$ feet to a point, along property now or formerly of JPM Real Estate, LLC;

Thence turning and running along Line 12 on said Plan ("L12") $N56^\circ50'53"W$, a distance of $3.76$ feet to a point;

Thence turning and running along Line 9 on said Plan ("L9") $S54^\circ56'54"W$, a distance of $28.25$ feet to a point, said point being the southwesterly corner of the herein described parcel;

Thence turning and running along Line 17 on said Plan ("L17") $N57^\circ03'24"W$, a distance of $29.68$ feet to a point, said point being the westerly corner of the herein described parcel;

Thence turning and running along Line 16 on said Plan ("L16") $N65^\circ36'53"E$, a distance of $41.23$ feet to the point of beginning.

Containing 902 square feet more or less.

Subject to all matters of record.

This is not homestead property.

Each party represents and warrants to the other that it is duly authorized to execute this Deed. This Deed was authorized by R-- as passed by the City of Nashua Board of Aldermen on ________, 2017.

This transfer is exempt from the transfer tax pursuant to 78-B:2, I, as it consists of a transfer of title to a New Hampshire municipality.

Meaning and intending to convey a portion of the land conveyed to the Grantor by deed dated July 29, 2013 and recorded at the Hillsborough County Registry of Deeds at Book 8588 Page 406.

Executed as of this _______ day of ____________________, 2017.

__________________________________________
Witness

__________________________________________
Name: Donald Smith
Title: Manager

270 AMHERST STREET, LLC
CITY OF NASHUA

By: 
Name: James W. Donchess
Title: Mayor

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF PLYMOUTH

On this, the ___ day of ____________, 2017 before me, the undersigned officer, personally appeared Donald Smith, who acknowledged himself to be the duly authorized Manager of 270 AMHERST STREET, LLC, and that he as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained. Before me,

________________________
Justice of the Peace/Notary Public
Commission expires: ____________

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On this ___ day of ____________, 2017, personally appeared, before me, James W. Donchess, Mayor of the City of Nashua, personally known to me (or satisfactorily proven) to be the individual whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

________________________
Justice of the Peace/Notary Public
Commission Expires:
SIDEWALK EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that JPM REAL ESTATE, LLC, a New Hampshire limited liability company, with the mailing address of 32 Preserve Drive, Nashua, Hillsborough County, New Hampshire 03064 (the “Grantor”), for consideration paid, grants to the City of Nashua, a municipal corporation, with an address of 229 Main Street, Nashua, Hillsborough County, New Hampshire 03060 (the “Grantee”), a non-exclusive, permanent right and easement over, above, through and on a portion of the Grantor’s land situated in the City of Nashua, County of Hillsborough and State of New Hampshire known as 260 Amherst Street, Nashua, New Hampshire, such portion being denoted as the “Proposed Sidewalk Easement Area = 950 SF” on a plan entitled “Lot Line Adjustment Plat Map E, Lots 1228, 268 & 2136,” prepared by Jones & Beach Engineers, Inc., dated June 10, 2015 with revisions, and recorded at the Hillsborough County Registry of Deeds at Plan No. _____, more particularly bounded and described as follows (the “Easement Area”):

Beginning at a point (at an iron pin to be set), on the southwesterly sideline of Amherst Street (NH Route 101A), so-called, as shown on said plan, said point being the northerly corner of the herein described Easement Area and being the northerly corner of the Grantor’s land (defined below); thence

Running S56°53’57”E, along the southwesterly sideline of said Amherst Street (NH Route 101A), a distance of 111.44 feet to a point, being the easterly corner of the Grantor’s land and the herein described Easement Area; thence

Turning and running S32°23’18”W, along land now of formerly of Global Companies, LLC along the southeaste rly line of the Grantor’s land and the herein described Easement Area, a distance of 8.59 feet to a point, said point being the southeasterly corner of the Grantor’s land and the herein described Easement Area; thence

Turning and running N56°50’53”W through the Grantor’s land, a distance of 111.19 feet to a point, said point being the westerly corner of the herein described Easement Area; thence

Turning and running N30°41’15”E through the Grantor’s land and along the westerly line of the herein described Easement Area, a distance of 8.50 feet to the point of beginning;

The Easement Area contains 950 square feet, more or less.
This Sidewalk Easement is subject to all matters of record.

The term “Grantor’s land” means a certain parcel of land with the buildings and improvements thereon situated on the southwesterly side of Amherst Street (NH Route 101A) in the City of Nashua, County of Hillsborough and State of New Hampshire, known as Tax Map E, Lot 1228 on the City of Nashua Tax Maps and more particularly described in the deed of Barbara Stedman and John R. Svenson, Trustees of the Epstein-Stedman Family Trust, dated September 9, 2002 and recorded with the Hillsborough County Registry of Deeds at Book 6706, Page 2371.

The Grantor reserves, for itself, its successors and assigns (including successors-in-title to the Grantor’s land) the following perpetual rights over, under and upon the Easement Area:

1. The right of ingress and egress, by vehicles and by foot, from Amherst Street (NH Route 101A) over and through the existing entrances, exits and driveways located on the Easement Area, as the same may be modified, improved and relocated from time to time, subject to all applicable ordinances and laws;

2. The right to modify, improve and relocate any existing entrances, exits and driveways in the Easement Area, at the Grantor’s sole cost and expense, subject to all applicable ordinances and laws, which may include elimination of and/or replacement or relocation of sidewalk improvements in the Easement Area;

3. The right to install lines, equipment and other appurtenances for the provision of utility services to the Grantor’s land, including the right to grant to private or public utility companies or providers and the City of Nashua easements for the same, which utilities include water, sanitary sewer service, electric power, telecommunications services, natural gas and storm water management and drainage services.

In the event the Grantor undertakes to do any work in the Easement Area as allowed by paragraphs 1 – 3 above, including undertaking any alterations, modifications, improvements, relocations, or installations, the Grantor shall do so at its sole cost and expense, and construct, repair and restore the Easement Area after undertaking such work. The Grantor shall use good construction and maintenance practices in undertaking any work, maintenance and repairs to the Easement Area.

The purpose of this Easement is to grant a non-exclusive, perpetual easement to the Grantee for the construction and installation of a sidewalk at the Grantee’s sole cost and expense for use by the general public, and for the maintenance, repair, and restoration of the same by the Grantee, at the Grantee’s sole cost and expense, all in accordance with all applicable laws, statutes, ordinances, codes, rules, and regulations, as the same may apply from time to time.

This easement shall include the perpetual right to enter upon the Easement Area at any time that the Grantee, its successors or assigns, may see fit to construct and maintain a public sidewalk and public walkway within the Easement Area; provided that the Grantee shall not make improvements in those portions of the Easement Area over
which are the entrances, exits and driveways from Amherst Street to the Grantor’s land that preclude their use as entrances, exits and driveways. The Easement Area shall allow public pedestrian and non-motorized traffic and shall permit maintenance, repair and replacement of the pavement in the Easement Area.

The Grantee shall (i) complete construction of the public sidewalk and public walkway in the Easement Area (including final paving), (ii) re-construct (including repave the final coat of pavement) the existing entrances, exits and driveways over the Easement Area from Amherst Street to the Grantor’s land and (iii) restore all disturbed portions of the Grantor’s land, including re-installing and rendering operational the sprinkler system components (collectively, the “Work”) no later than August 1, 2017. In the event the Grantee does not complete the Work by August 1, 2017, the Grantee shall have an additional ninety (90) days to complete the Work, failing which the Grantor may terminate this easement. The Work shall be in accordance with applicable plans and approvals.

Except in connection with its undertakings (including work and improvements) pursuant to paragraphs 1 – 3 on page 2 above, the Grantor and its successors or assigns shall not erect or construct any building or other structure, or construct any obstruction in the Easement Area, or diminish or substantially add to the ground over the Easement Area.

Except in connection with its undertakings (including work and improvements) pursuant to paragraph 1 – 3 on page 2 above, the Grantor shall not make any improvements within or abutting the Easement Area which interferes with or will interfere with the Grantee’s exercise of its rights under this easement.

The Grantee, its employees, and its agents have the right to enter and leave the Easement Area with workers, equipment and material in order to inspect and survey the easement and to carry out the easement purposes.

The above premises are not homestead property of the Grantor herein.

The rights and easements created hereunder in favor of the Grantee are granted to and held by the Grantee in gross and accrue to the Grantee and its successor governmental agencies and entities. The obligations and duties of the Grantee hereunder shall be binding upon the Grantee and such successor governmental agencies and entities.

The rights and obligations of the Grantor hereunder shall run with the Grantor’s land and shall accrue to and be binding upon the successors (including successors-in-title to the Grantor’s land) and assigns of the Grantor and the Grantee.

The Grantor and the Grantee may enforce their rights under this Sidewalk Easement by any proceedings available at law or equity, including by seeking remedies of specific performance and mandatory injunction.
For title, reference is made to the deed of to the deed of Barbara Stedman and John R. Svenson, Trustees of the Epstein-Stedman Family Trust, to JPM Real Estate, LLC, dated September 9, 2002 and recorded with the Hillsborough County Registry of Deeds at Book 6706, Page 2371.

This transfer is exempt from the transfer tax pursuant to 78-B:2, I, as it consists of a transfer of title to a New Hampshire municipality.

Each party represents and warrants to the other that it is duly authorized to execute this Easement Deed. This Easement Deed was authorized by R-_____ as passed by the City of Nashua Board of Aldermen on ____________, 2017.

IN WITNESS WHEREOF, JPM Real Estate, LLC has caused this instrument to be duly executed this ______ day of ______________, 2017.

JPM Real Estate, LLC

By: ________________________________

Witness

John Paul Motta, Trustee of the John Paul Motta Revocable Trust - 1997, Member

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

This instrument was acknowledged before me this ______ day of ______________, 2017, by John Paul Motta, Trustee of the John Paul Motta Revocable Trust - 1997, Member of JPM Real Estate, LLC, a New Hampshire limited liability company, on behalf of the company.

Notary Public
My Commission Expires:

CITY OF NASHUA

By: ________________________________

Witness

Name: James W. Donchess
Title: Mayor

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On this ______ day of ______________, 2017, personally appeared, before me, James W. Donchess, Mayor of the City of Nashua, personally known to me (or satisfactorily proven) to be the individual whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

Justice of the Peace/Notary Public
Commission Expires: