

AGENDA

COMMITTEE ON LANDS AND BUILDINGS

March 18, 2013
Aldermen Osborne, Ludwig,
Craig, Shaw, Levasseur

5:15 p.m.
Aldermanic Chambers
City Hall (3rd Floor)

1. Chairman Osborne calls the meeting to order.
2. The Clerk calls the roll.
3. Communication from Mayor Gatsas requesting that the purchase and sale for the Granite Street lot (TM 692-11) be approved; that the property be deemed surplus to City needs and further determined that a direct sale is in the best interest of the City and the authorized means of disposition for this parcel.
(Note: A purchase and sale agreement is attached.)
Ladies and Gentlemen, what is your pleasure?

TABLED ITEMS

(A motion is in order to remove any item from the table.)

4. Communication from Leon LaFreniere, Planning and Community Development Director, requesting that the committee deem properties at 167, 187 and 189 Lake Avenue and 120 Spruce Street surplus and consider selling the properties to Families in Transition.
*(Note: Tabled 2/19/2013. **Communication from the Assessor is attached.**)*
5. Status report on the Adam Curtis Skate Park presented by James DeStefano.
(Note: Retabled 1/15/2013; Originally tabled 11/19/2012)

6. Report of the Committee on Lands and Buildings:

The Committee on Lands and Buildings respectfully recommends, after due and careful consideration, that the communication from Constantine Scrivanos on behalf of the Dunkin' Donuts Store located at 921 Beech Street to purchase City owned parcel 271-2 be approved with the following stipulations:

- the property be deemed surplus;
- the applicant submit a Lot Line Adjustment plan to the Planning Board for approval;
- the applicant maintains an existing 12 foot buffer; and
- no building expansion be allowed within the parcel

(Unanimous vote with the exception of Aldermen Ludwig and Osborne who voted in opposition)

(Note: Tabled 11/19/2012; Referred back to the Committee on Lands and Buildings by the Board of Mayor and Aldermen on 10/02/2012)

7. If there is no further business, a motion is in order to adjourn.



CITY OF MANCHESTER

Theodore L. Gatsas

Mayor

TO: The Hon. Ed Osborne
Chair, Lands & Buildings

FROM: Theodore L. Gatsas
Mayor

T.L.G.

DATE: March 12, 2013

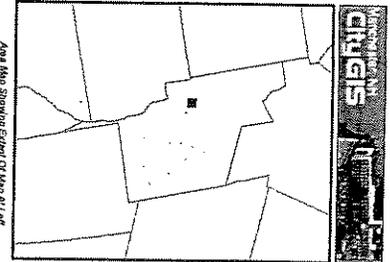
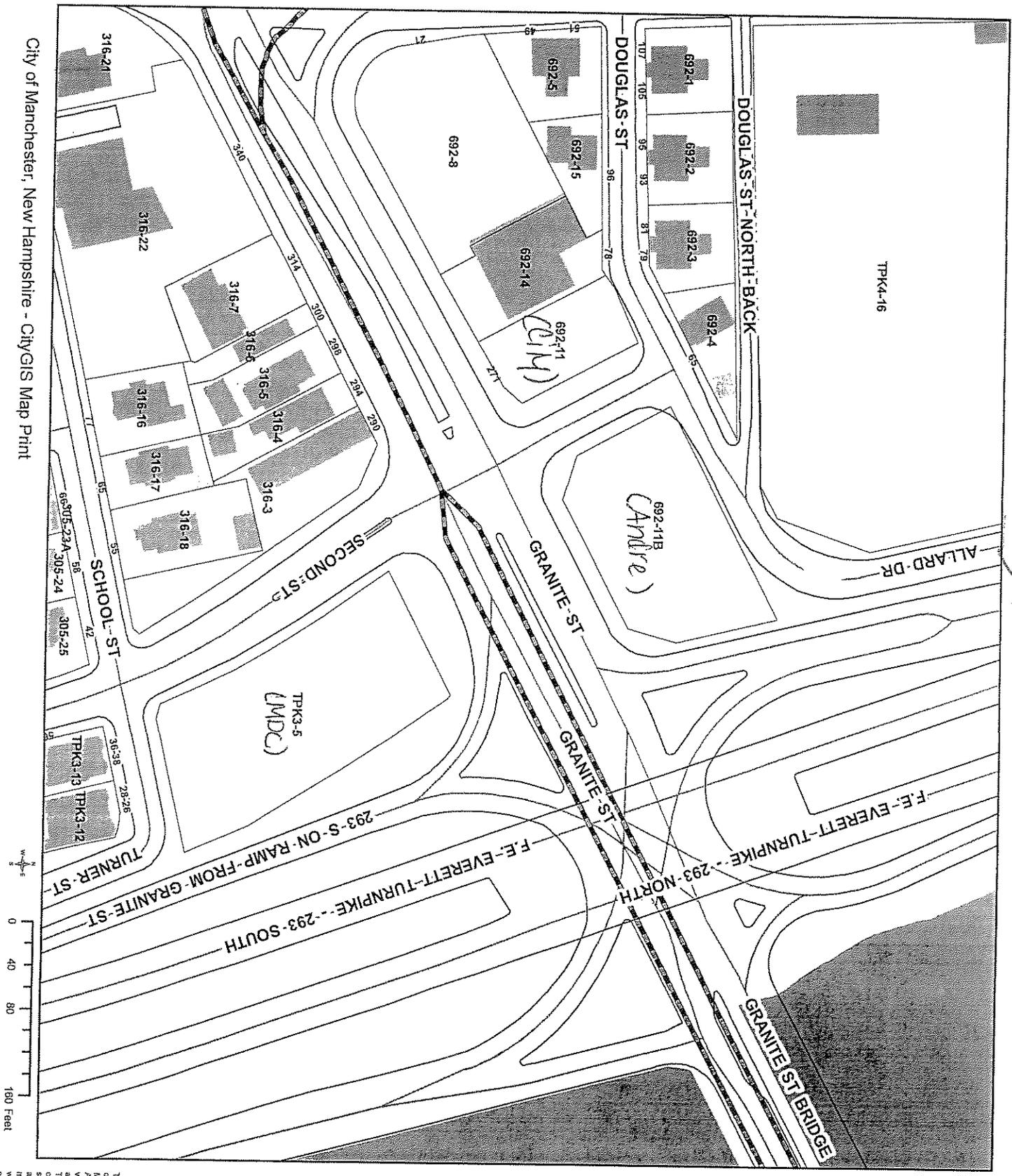
RE: Granite Street Lots

Pursuant to section 3.14 of the code of ordinances of the City of Manchester, this memorandum shall serve as a formal request that the Granite Street lot (692-11) be deemed surplus to city needs and further determined that a direct sale is in the best interest of the city and the authorized means of disposition for this parcel be executed.

Attached is a purchase and sale (P&S) for the Granite Street Lot (692-11). This lot was gifted back to the City of Manchester as part of the purchase agreement with the Andre Family for the recently purchased lot labeled (692-11B).

At this time MDC is in receipt of the attached letter of intent for the former Raphael Club Lot (TPK3-5). The agreement is contingent on the city approving the P&S for lot 692-11. The intended use of the lot is for parking.

Thank you in advance for your consideration. Please feel free to contact me with questions or concerns I will be available at the meeting on Monday should you have questions.



Area Map Showing Extent Of Map At Left

DISCLAIMER

The information appearing on this map is for the convenience of the user and is not to be used as a substitute for a professional survey. All boundaries, easements, areas, measurements, rights of way, etc. appearing on this map should only be considered as approximations, and as such have no official or legal value. The City makes no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or currency of this information. The City assumes no liability whatsoever for any particular use. The City makes no liability whatsoever for the use of this information. The official public use of this information is for the purposes of various City, County, and State government agencies and departments, and are available for inspection and copying during normal business hours. By using this map, you agree to these terms and conditions.

Law Offices of
John F. Griffin, Jr., PLLC

John F. Griffin, Jr. *
*Admitted in NH & MA

Spruce Park Professional Center
109 Ponemah Road, #5 • Amherst, NH 03031

Tel. 603-673-8801
Fax 603-673-6208

March 12, 2013

City of Manchester, NH
Office of the Mayor
1 City Hall Plaza
Manchester, NH 03101

Hand-Delivered

**Re: Purchase & Sale Agreement (Map-Lot 0692-0011) 271 Granite Street
as described in deed from Carlos and Maria Andrade Family Limited
Partnership to City of Manchester dated February 28, 2013, recorded at the
Hillsborough County Registry of Deeds at Book 8536, Page 1376**

Dear Mayor Gatsas:

Enclosed please find duplicate originals of a proposed Purchase & Sale Agreement relative to the above-captioned property as well as my client's deposit check in the sum of \$5,000.00 made payable to the City of Manchester.

If this Agreement is acceptable, kindly have the appropriate officer of the City execute the two originals and please have one original returned to this office. If the Agreement is not acceptable for any reason, kindly advise and return the originals to this office.

Should you have any questions, please do not hesitate to contact me. Thank you.

Very truly yours,


John F. Griffin, Jr.

lac

Enclosures

cc: Giorgio's Ristorante Corp.
Newton H. Kershaw, III (via e-mail)
Peter Chiesa, Esquire (via e-mail)



GIORGIO'S RISTORANTE CORP.
DBA GIORGIO'S RISTORANTE & MEZE BAR
 P.O. BOX 7543
 MILFORD, NH 03055
 PH: (603) 673-3939 FAX (603) 672-2260

OCEAN BANK
 A DIVISION OF PEOPLE'S UNITED BANK
 52-143/112

5498

3/12/13

\$5,000.00

DOLLARS

PAY TO THE
 ORDER OF

City of Manchester
Mayor Thompson & Co

MEMO

[Signature]

AUTHORIZED SIGNATURE

MP

Details on Back

Security Features Included

PURCHASE & SALE AGREEMENT

THIS AGREEMENT made and entered into this 11th day of March, 2013, between the City of Manchester, with a mailing address of One City Hall Plaza, Manchester, New Hampshire 03101 (hereinafter referred to as "SELLER") and Giorgio's Ristorante Corp., (or its nominee) a New Hampshire Corporation with a principal place of business at 524 Nashua Street, PO Box 7543, Milford, New Hampshire (hereinafter referred to as "BUYER"):

RECITALS

This Agreement is entered into upon the basis of the following facts, understanding and intentions of the parties:

A. Seller is the fee owner of a certain parcel of real property comprising of approximately 0.22 acres fronting both Granite Street and Second Street, known as Tax Lot 692-11 (the "Property") in the City of Manchester, New Hampshire, and more particularly described on Exhibit "A" attached hereto.

B. Buyer desires to purchase the Property from Seller and Seller is willing to sell the Property to Buyer, on the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, and the mutual covenants and obligations of the parties herein contained, the parties agree as follows:

1. PURCHASE: Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the Property, all on the terms, covenants and conditions set forth in this Agreement. The Property includes the following:

The land and any improvements thereon, together with and subject to all easements benefiting or burdening the said parcel, located on Granite Street, known as Map-Lot 692-011 (tax account number 43844) in Manchester, New Hampshire, as described in Exhibit "A" attached.

2. PURCHASE PRICE AND PAYMENT: The purchase price for the Property shall be the sum of One Hundred Fifty-Five Thousand Dollars (\$155,000.00) (the "Purchase Price"). The Purchase Price shall be paid as follows:

a. Upon the execution of this Agreement, Buyer shall deliver to Seller, in escrow, as a deposit hereunder, the sum of Five Thousand Dollars (\$5,000.00) (the "Deposit"), which shall be held by the Seller in a non interest bearing account and delivered in accordance with the provisions of this Agreement. The Deposit shall be applied to the Purchase Price at Closing.

b. The balance of the Purchase Price, plus or minus pro-rations and adjustments, as provided for herein, shall be paid to Seller at Closing in by wire transfer of immediately available funds to such account designated by the Seller in writing.

c. Seller shall invest the Deposit in its name in a non interest-bearing account hereunder. If any dispute arises between Buyer and Seller, Seller shall refrain from taking any action other than to continue to hold the Deposit in escrow until otherwise directed by a final judgment of a court of competent jurisdiction or by a written agreement signed by Seller and Buyer. In the event that Buyer shall terminate this Agreement pursuant to Paragraph 3(b) or 4(b) by notice in accordance with its terms, Seller shall pay over the Deposit, to Buyer, within five (5) business days of Seller's receipt of a copy of such notice of termination. In the event that Buyer shall timely close title to the Property and deliver the balance of the Purchase Price therefore to Seller, Seller shall pay over the Deposit, together with all interest accrued thereon, to Seller on Closing Date.

3. DEED; TITLE. The Property shall be conveyed to Buyer by warranty deed ("Deed"), subject only to the following exceptions to title:

a. The Seller shall convey good and marketable title to the Property subject to the following (i) those matters waived by Buyer pursuant to Section 3(b) hereof; (ii) federal, state and local land use, environmental, zoning, planning and building statutes, regulations and ordinances; (iii) general real estate taxes for the year of closing which are not yet due and payable; (iv) other covenants, easements and restrictions which do not materially and adversely affect the use of the Property as permitted by zoning and related ordinances and laws on the date hereof, as well as grants to utility and/or power companies, the rights of the public in sidewalks and in abutting public rights-of-way, and easements given to the public for water course maintenance, slope rights or sight rights; (v) standard exceptions set forth in the form of title insurance policy of the title insurance company selected by Buyer; and (vi) any other matter which would constitute a title objection, as described in subparagraph (b) hereof, that Buyer does not waive pursuant to the following subparagraph, provided that a title insurance company authorized to do business in New Hampshire agrees that it will insure title free of such title objection or with affirmative insurance against the enforcement of such title objection against the Property ("Permitted Exceptions"), the cost of which shall be Buyer's responsibility. The fact that the matters listed in (iv) and (v) above are defined as Permitted Exceptions does not preclude Buyer from concluding that such matters make title to the Property unacceptable to it as part of its review of the status of title to the Property pursuant to subparagraph 3(b) below.

b. Buyer may have title to the Property examined, and Buyer shall object, in writing, within the Review Period specified in paragraph 4(b), to any matter of title which makes such title unacceptable (failing which Buyer shall be deemed to have waived the right to raise objections to title but such waiver shall apply only with respect to title defects existing as of the date of Buyer's title report), and those matters to which Buyer does not object, in writing, shall become Permitted Exceptions. If before the end of the

Review Period, Buyer notifies Seller of any such title objections, Seller may, but shall not be obligated to, cure or remove same within thirty (30) days of such notice. If Seller does not cure or remove such title objections to the satisfaction of Buyer within such thirty (30) calendar-day period, Buyer, at Buyer's option and as Buyer's sole and exclusive remedy, may, within three (3) calendar days after the expiration of such thirty (30) calendar-day periods, send written notice ("Termination Notice") to seller terminating this Agreement, whereupon the Deposit shall be returned to Buyer and neither party shall have any further rights or obligations pursuant to this Agreement. The failure of Buyer to so terminate this Agreement by such written notice shall be deemed a waiver by Buyer of such uncured objections or defects and Buyer shall accept such title to the Property as Seller is able to convey without offset, reduction or abatement in the Purchase Price (with the uncured objections or defects becoming additional Permanent Exceptions hereunder). Furthermore, if, between the expiration of the Review Periods and the Closing Date, an updated title report shows any new title matters (i.e., matters not in existence as of the date of Buyer's earlier title report) which are objectionable to Buyer, then Buyer shall have the right to give Seller written notice of any such new title matters in which event the parties shall have the same rights and remedies as to such new objections as stated earlier in this paragraph (b) with respect to Buyer's objection to title matters existing before the expiration of the Review Period.

4. DUE DILIGENCE.

a. Immediately following full execution of this Agreement, Seller shall deliver to Buyer copies of the following for Buyer's informational purposes only and without any representations or warranties as to the accuracy of any data or information contained therein; but only to the extent Seller has same in its possession or under its control, and are applicable to the Property:

1. All title insurance policies and/or abstracts relating to the Property.
2. Plans and any surveys, plans and specifications for the Property.

b. During the period commencing with full execution of this Agreement by Seller and Buyer and delivery of the above materials, and expiring sixty (60) days thereafter, (subject to any mutually agreed extension of such) (the "Review Period"), Buyer shall have the opportunity to review the materials supplied by Seller and perform such investigations, inquiries and feasibility studies as it deems appropriate to decide whether the Property is acceptable to Buyer. All costs and expenses in connection with such investigation shall be borne solely by Buyer. Buyer's obligation to purchase the Property as herein provided shall be subject to Buyer's inspection of the Property and approval of the foregoing items in its sole discretion. Seller shall provide access to the Property to Buyer and Buyer's agents and consultants during normal business hours for the purposes of conducting any such investigations, inquiries or feasibility studies. Buyer shall indemnify and hold Seller harmless from and against all liability, claims, demands, damages or costs, including reasonable attorneys' fees, arising from or in connection with Buyer's inspection of the Property. If before the end of the Review Period Buyer sends

written notice to Seller that the Property is not acceptable to Buyer, the obligations of the Seller to sell and Buyer to buy the Property shall terminate.

c. Buyer shall also, as a condition of Buyer purchasing the Property, have entered into a binding Purchase and Sale Agreement with Manchester Development Corporation for the real property known as Map-Lot TPKE 3-005, upon such terms and conditions as may be acceptable to Buyer. The acquisition of Map-Lot TPKE 3-005 is an integral component of Buyer's agreement to purchase the Property and the parties agree that Buyer's obligation to purchase the Property is contingent upon Buyer's successful closing on Map-Lot TPKE 3-005.

d. In the event the obligation of Buyer to buy the Property shall terminate under the provisions of subparagraph 4 (b) above, or in the event any of the other conditions precedent above shall not have been satisfied on or before the Closing Date, this Agreement shall terminate, the Deposit and all interest earned thereon shall be returned to Buyer and Buyer and Seller shall have no further rights or obligations hereunder. Buyer shall have the option to waive any of the conditions contained above, and in the event of any such waiver, such conditions shall be deemed satisfied for all purposes.

e. If this Agreement terminates for any reason other than Buyer's breach thereof then the Seller shall forthwith refund the Deposit and all accrued interest thereon to Buyer.

5. COVENANTS.

- a. Seller by its undersigned to the best its actual knowledge without any duty of inquiry or investigation represents and warrants to Buyer that:
- (i) Seller has full power and authority to enter this Agreement, and perform the obligations herein, and that Seller will deliver evidence of such authorization at the Closing.
 - (ii) There are no leases on the Property nor any other contracts which cannot be terminated within thirty (30) days;
 - (iii) There is no litigation or other proceedings pending or, to Seller's knowledge, threatened which relate in any way to the Property.
 - (iv) No party has presents rights to occupy the Property.

6. DELIVERIES AT CLOSING.

- a. At the closing, Seller shall deliver to Buyer the following:

- (i) The Deed;
 - (ii) A certificate of non-foreign status executed by Seller;
 - (iii) Seller authorization documents;
 - (iv) Such other documents as Buyer's lender or title insurer may reasonably request relating to mechanic's liens and parties in possession;
 - (v) Such other documents as are customarily delivered between Seller and Buyer.
- b. At the Closing, the Buyer shall deliver to the Seller the following:
- (i) The Purchase Price;
 - (ii) Such other documents as are customarily delivered between Seller and Buyer.

7. **CONDITION OF PROPERTY.** Buyer acknowledges that it will be purchasing the Property in an "as is" condition, without any warranty or representations by Seller including, without limitation, any hidden defects, suitability for any particular use, or environmental matters.

8. **CLOSING.** The sale and purchase herein provided shall be consummated at a closing ("Closing") which shall be held on the Closing Date at the offices of the Law Offices of John F. Griffin, Jr., PLLC, at Spruce Park Professional Center, 109 Ponemah Road #5, Amherst, New Hampshire or at such other time and place as Seller and Buyer may agree upon. As used herein, "Closing Date" shall be on or before July 1, 2013.

9. **CLOSING COSTS AND PRORATIONS.** Buyer shall pay any recording fees on the Deed. Seller and Buyer shall each be responsible, to the extent applicable, for one-half (1/2) of the State of New Hampshire real estate transfer tax as provided by New Hampshire law. Seller and Buyer each shall pay their own attorneys' fees. Real property taxes shall be prorated as of the Closing Date based upon the latest tax bill available. If taxes are prorated on a basis other than a tax bill for the tax year in which the Closing Date occurs, the calculations shall be adjusted as soon as the tax bill for said tax year becomes available.

10. **DEFAULT BY BUYER.** In the event that Buyer defaults hereunder and Seller is not likewise in default, Seller may terminate this Agreement by giving written notice thereof to Buyer, whereupon the Deposit shall be paid to Seller as liquidated damages as Seller's sole and exclusive remedy hereunder, and neither party shall have any further rights or obligations pursuant to this Agreement, it being understood and agreed by Buyer and Seller that actual damages in such event are uncertain in amount, difficult and

inconvenient to ascertain and that the amount of the Deposit as liquidated damages was reasonably determined.

11. **DEFAULT BY SELLER.** In the event that Seller defaults hereunder and Buyer is not likewise in default, Buyer may either (i) terminate this Agreement, whereupon the Deposit promptly shall be returned to Buyer by Seller and, thereafter, neither Seller nor Buyer shall have any further rights or obligations pursuant to this Agreement, or (ii) exercise such other rights it has at law or in equity including specific performance.

12. **CASUALTY; EMINENT DOMAIN.** In the event of a casualty to the Property which results in (i) a loss of less than Fifty Thousand Dollars (\$50,000.00), which casualty is payable by Seller's insurance; or (ii) a partial taking of the Property by public authorities for an eminent domain award, as the case may be, shall be paid to the Buyer, and the Buyer shall be bound to purchase the Property without any diminution in the Purchase Price. In the event of a casualty or taking where the insurance or eminent domain proceeds, as the case may be, equal or exceed Fifty Thousand Dollars (\$50,000.00), Buyer may, at its option, (a) purchase the Property without any diminution in the Purchase Price, in which event the insurance or eminent domain proceeds, if any, shall be paid to the Buyer; or (b) rescind the Agreement in which even the Deposit shall be returned to Buyer and neither party shall have any further rights or duties hereunder.

13. **POSSESSION.** Possession of the Property in substantially the same condition as on the date hereof shall be delivered to Buyer on the Closing Date.

14. **NOTICES.** All notices, demands or requests made pursuant to, under or by virtue of this Agreement must be in writing and delivered personally or mailed postage by registered or certified mail or sent by Federal Express, return receipt requested, addressed as follows:

To Buyer: Giorgio's Ristorante Corp.
Attention: George A. Sklavounos
524 Nashua Street
PO Box 7543
Milford, NH 03051

With a copy to: John F. Griffin, Jr., Esquire
Spruce Park Professional Center
109 Ponemah Road #5
Amherst, NH 03031

To Seller: City of Manchester
One City Hall Plaza
Manchester, NH 03101

With a copy to: City Solicitor's Office
 City of Manchester
 One City Hall Plaza
 Manchester, NH 03101

Any party may designate a different address by notice similarly given. Any notice, demand or document so given, delivered or made by United States mail shall be deemed to have been given or delivered or made on the day on which the same is deposited in the United States mail, as registered or certified mail, or a recognized overnight delivery service, addressed as above provided, with postage thereon fully prepaid. Any such notice, demand or document not given, delivered or made by registered or certified mail as aforesaid, shall be deemed to be given, delivered or made upon receipt of the same by the party to whom the same is to be given, delivered or made.

15. MISCELLANEOUS.

a. Successors and Assigns. The terms, covenants, conditions, representations and warranties, contained herein shall be binding on an inure to the benefit of the parties hereto and their successors.

b. Attorneys' Fees. Should it become necessary for the parties to this Agreement, or someone acting on their behalf, to incur costs and expenses to retain the services of an attorney to enforce this Agreement, or any portion thereof, each party shall be responsible to pay its own costs and attorneys' fees.

c. Real Estate Commission. Buyer represents and warrants to Seller and Seller represents and warrants to Buyer that no broker has been engaged by it in connection with the transaction contemplated by this Agreement

d. Severability. The invalidity, illegality, or unenforceability of any provision of the Agreement shall in no way affect the validity of any other provision of the Agreement. In the event that any provision of the Agreement is contrary to any present or future statute, law, ordinance, or regulation, the latter shall prevail, but in any such event the provisions of this Agreement affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

e. New Hampshire Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire.

f. Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of such provision or any other provision hereof.

g. Counterparts. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement.

h. Amendments. This Agreement may not be changed, modified or terminated, except by an instrument executed by the parties hereto.

16. RELATED MATTERS. Buyer shall have the right during the term of this Agreement to seek permits and approvals for Buyer's intended development of the Property. Seller agrees to reasonably cooperate with Buyer in Buyer's efforts to obtain any such permits and approvals.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

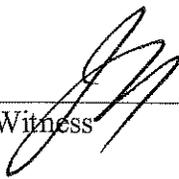
SELLER:

City of Manchester

Witness By: _____
Duly Authorized

BUYER:

Giorgio's Ristorante Corp.



Witness By: 
George A. Sklavounos
Its President, Duly Authorized

Exhibit A
Description of Property

A certain tract or parcel of land, situated in Manchester, County of Hillsborough and State of New Hampshire and being shown as TM 692, Lot 11, containing 0.22 acres (9,444 S.F. +/-) on a plan of land entitled "Existing Conditions Plan, Tax Map 692 Lots 11 & 11B, Douglas St./Granite St./Second St. Extension, Manchester, NH" prepared for Allen & Major Associates, Inc., dated July 09, 2013, and recorded with the Hillsborough County Registry of Deeds County Registry of Deeds as Plan Number 37637, Drawer 175, to which reference may be made for a more particular description.

March 4, 2013

Giorgio's

Manchester Development Corporation Hand-Delivered
c/o City of Manchester
One City Hall Plaza
Manchester, NH 03101

524 Nashua Street
Milford, NH
603-673-3939

707 Milford Road
Merrimack, NH
603-883-7333

Attention: Newton H. Kershaw, III, Chairman

www.giorgios.com

**Re: Letter of Intent to Purchase Real Estate (Map-Lot TPK3-005)
as described in deed from Raphael's Social Club, Inc. to
Manchester Development Corporation dated May 13, 2010, recorded at the
Hillsborough County Registry of Deeds
at Book 8203, Page 542**

Dear Mr. Kershaw:

The purpose of this letter is to set forth the material terms and conditions for the intended acquisition by Giorgio's Ristorante Corp., or its nominee, (the "Buyer") of the parcel of unimproved real estate referenced above (the "Real Estate") from the

Manchester Development Corporation (the "Seller"). In this Letter of Intent we refer to this potential purchase and its terms as the "Transaction". Upon your acceptance of this letter we will commence our due diligence with respect to the development potential of the Real Estate and proceed to negotiate and execute a definitive purchase and sale contract and other related documents, instruments, and agreements setting forth the specific terms and conditions of our agreement (collectively, the "Definitive Agreements"). The following are the principal terms and conditions of the proposed Transaction:

1. **Transaction Structure.** Upon the terms and subject to the conditions to be set forth in the Definitive Agreements, Buyer will purchase from the Sellers the Real Estate for the consideration set forth herein.
2. **Purchase Price.** \$650,000.00 (the "Purchase Price").

3. **Due Diligence.** The Buyer shall conduct and complete any and all acquisition due diligence activities that it believes are appropriate within 60 days from the date that this Letter of Intent is accepted by Seller (the "Due Diligence Period"), at its sole expense and in its sole discretion. On or before the end of the Due Diligence Period, if for any reason, in the Buyer's sole and absolute discretion, the Buyer desires to terminate this Letter of Intent and so notifies the Seller in writing, then all parties' obligations pursuant to this Letter of Intent and this Letter of Intent shall terminate except for the obligations in those paragraphs that the parties expressly intend to survive termination, and the Deposit shall promptly be returned to the Buyer without setoff or claim of any kind. However, if on or before the end of the Due Diligence Period, the Buyer wishes to complete the purchase it shall provide the Seller with written notice of its intention to close the Transaction. If no such written notice by the Buyer to complete the Transaction is received by the Seller prior to the expiration of the Due Diligence Period, then the Buyer shall be deemed to have given notice of its desire to terminate this Letter of Intent and this Letter of Intent shall terminate, and the Deposit shall promptly be returned to the Buyer without setoff or claim of any kind.

4. **Access and Cooperation.** During the Due Diligence Period, the Seller shall afford the Buyer, and shall cause the Seller's representatives, attorneys, advisors, consultants and agents to afford the Buyer, immediate, full and complete access to the Real Estate. The Buyer will conduct its inspections and investigations in a reasonable manner, indemnifying and holding harmless the Seller from loss or damage arising therefrom. Seller further agrees to provide Buyer with all surveys, plans, title policies, and environmental assessments that it may have that relate to the Real Estate.

5. **Closing and Closing Conditions.**

a. It is Buyer's intent to enter into the Definitive Agreements within 60 days and close the Transaction by July 1, 2013 (the "closing" or "closing date").

b. As conditions to the closing, the Buyer shall have completed its permitted due diligence to its satisfaction and other reasonable conditions shall have been satisfied, including without limitation:

(1) Buyer obtaining all necessary State and Municipal permits and approvals in order to construct and operate a 180 seat full service restaurant and an additional 5000 square feet (estimated) office or other commercial use. The potential use shall include reasonably accessible, dedicated parking for not less than 130 vehicles.

(2) A commitment from a New Hampshire commercial lender for primary construction and permanent financing upon prevalent market terms in an amount sufficient to complete Buyer's proposed development, and satisfaction of all reasonable terms and contingencies related to said

financing commitment.

- (3) Buyer and Seller to discuss the potential of secondary financing for Buyer's purchase of the Real Estate from the Seller upon terms acceptable to both parties.
 - (4) Buyer having entered into a binding Purchase and Sale Agreement with the City of Manchester for the property known as Tax Lot 692-011 (located on the North side of Granite Street) which Buyer believes will be necessary in order to allow adequate parking for Buyer's proposed use of the Real Estate as set forth herein.
 - (5) Buyer's obtaining a commitment for title insurance indicating that Buyer will receive marketable title to the Real Estate free from encumbrances, liens and/or rights of third parties that may materially adversely impact Buyer's proposed use.
6. **Definitive Agreement.** As soon as practical after the execution of this Letter of Intent, the parties shall commence the negotiation of the Definitive Agreement each on terms consistent with this letter containing terms, conditions, and indemnities which are customary for transactions of this nature.
 7. **Costs.** It is understood and agreed that except as expressly provided in this letter, regardless of whether the proposed Transaction is consummated, Buyer and the Seller shall each bear their own costs, expenses, and fees, including, without limitation, expenses of legal counsel, brokers, finders, accountants or other advisors, incurred at any time in connection with this proposed transaction.
 8. **Deposit.** As evidence of the good faith of the Buyer, a deposit in the sum of \$10,000.00 payable to the City of Manchester accompanies this Letter of Intent (the "Deposit"). This Deposit will be credited to the purchase price if Buyer consummates the Transaction, or returned to the Buyer pursuant to the terms hereof.
 9. **Exclusivity.** In view of the Buyer's time and the expense of due diligence in the process of evaluating the Transaction, the Seller agrees that the Seller will not negotiate with any other parties relative to the sale of the Real Estate while this Letter of Intent remains in force.
 10. **Confidentiality.** Except as required by law, neither party will at any time without the other party's express consent disclose to any persons the existence or substance of its discussions with the Buyer related to this Letter of Intent or the Transaction.
 11. **Termination.** This Letter of Intent will automatically terminate and be of no further force and effect, except for any provisions the parties' agree will survive termination of the Letter of Intent, if (i) the parties execute the Definitive

Agreements and consummate the Transaction contemplated herein; or (ii) the closing of the Transaction has not occurred by July 1, 2013.

12. **Governing Law; Jurisdiction.** This Agreement shall be governed, construed and interpreted by, and in accordance with, the laws of the State of New Hampshire without regard to its choice of law rules or rulings. The parties hereto agree that all disputes relating to this Letter of Intent shall be litigated only in applicable New Hampshire federal or state courts of proper jurisdiction and venue.
13. **Merger of Agreements.** The terms and conditions contained in this Letter of Intent contain the complete understanding and agreement by and between the parties hereto concerning the subject matter hereof and any and all prior or contemporaneous communications, agreements and arrangements are hereby superseded.
14. **Termination of Proposal.** This proposal will expire on March 8, 2013, unless the Buyer (i) receives a copy of this Letter of Intent signed by the Seller as provided below on or prior to such date, or (ii) extends such expiration date in writing.

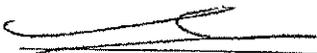
If the foregoing is acceptable to the Seller please indicate the Seller's acceptance and agreement by signing the enclosed copy of this letter in the space provided below and return that copy to us.

We look forward to negotiating and executing the Definitive Agreements and closing this Transaction. Thank you.

Very truly yours,

Giorgio's Ristorante Corp.

By:


George A. Sklavounos, President
Duly Authorized

ACKNOWLEDGED AND ACCEPTED:

Seller:

Manchester Development Corporation

By:

 **CHAIRMAN** Date: 3/6/13
Duly Authorized

cc: John F. Griffin, Jr., Esquire
Peter Chiesa, Esquire – Manchester City Solicitor



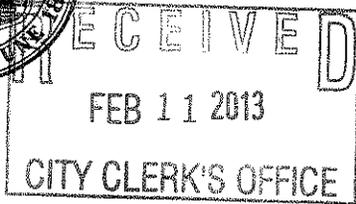
CITY OF MANCHESTER
PLANNING AND COMMUNITY DEVELOPMENT

Planning and Land Use Management
 Building Regulations
 Community Improvement Program
 Zoning Board of Adjustment

Leon L. LaFreniere, AICP
 Director

Pamela H. Goucher, AICP
 Deputy Director - Planning & Zoning

Matthew M. Sink
 Deputy Director - Building Regulations



11 February, 2013

Committee on Lands and Buildings
 Honorable Board of Mayor and Aldermen
 City Hall - One City Hall Plaza
 Manchester, N.H. 03101

RE: "Determination of Surplus" Report regarding 167 Lake Avenue

Dear Committee Members:

Pursuant to Section 34.15-25 the Planning & Community Development Department hereby provides a report concerning regarding a proposal to sell four city owned properties at 167, 187, 189 Lake Avenue and 120 Spruce Street to the *Families In Transition* organization. More particularly, the involved properties can be briefly described as follows:

<u>Street Address</u>	<u>TM / Lot #</u>	<u>Parcel Area</u>	<u>Current parcel use</u>
167 Lake Avenue	TM 54, Lot 6	9,999 s.f.	One-story office building
187 Lake Avenue	TM 54, Lot 5	2,499 s.f.	Street access drive-through to Back Street
189 Lake Avenue	TM 54, Lot 4	2,499 s.f.	Vehicular parking
120 Spruce Street	TM 54, Lot 15	<u>4,383 s.f.</u>	Vehicular parking
		19,380 s.f.	

The 167, 187 & 189 Lake Avenue properties are positioned contiguous to each other on the south side of the street, approximately 150 feet east of Pine Street, and the 120 Spruce Street parcel is situated directly across Lake Avenue Back Street from the other three parcels. The one-story office building property at 167 Lake Avenue was acquired by the City via tax deed and rehabilitated with Enterprise Funds received in 1995. The involved properties have since been leased to the Manchester Community Resource Center (MCRC), a non-profit agency which will soon relocate to the Dearborn Memorial Hall building at 434 Lake Avenue. With the move of the MCRC, the City has been seeking a possible new owner for soon-to-be vacant city-owned properties and, toward this end, has discussed the possibility of their disposition to *Families In Transition*, another local non-profit agency.

Surplus Determination and Disposition: After investigating the matter, we have determined that there are no known reasons why the City should retain ownership of the parcels in question and it is, therefore, our recommendation that they be deemed surplus to City needs.

The city policy regarding surplus property requires that such property be disposed of through “public auction” unless otherwise ordered by the Board of Mayor and Aldermen on recommendation of the Committee on Lands and Buildings and such disposition is deemed “in the best interest of the city, is required by justice or if other good reason exists.”

Given the previous established use of the property for non-profit community service needs, and given the long and positive community service track record of the prospective new owner, the *Families In Transition* organization, the Committee may wish to declare that it is “in the best interest of the city” to continue using these properties for non-profit community purposes and recommend sale of the properties to *Families In Transition*.

Please reference the attached Letter of Intent submitted by *Families In Transition* which proposes to acquire these properties.

Should you have any questions, I will be available at your next committee meeting.

Sincerely,



Leon L. LaFreniere, AICP, Director

Copy: file
Map attachment

LETTER OF INTENT

Please accept this Letter of Intent from Families in Transition, or its assigns ("Buyer") to purchase from the City of Manchester (the "Seller") the property located at 167 Lake Avenue and 189 Lake Avenue, Manchester, NH. Said property is to be purchased together with all, easements, improvements, fixtures and appurtenances, attached and affixed thereon, in accordance with the following terms and conditions.

1. **OFFER TO PURCHASE:** That certain piece or parcel of land and all improvements located thereon as described above ("the Property"). The term "Property" shall also be deemed to include all tangible property owned by Seller and used exclusively in connection with the ownership or operation of the Property.
2. **INTENT TO BE PURCHASED:** Fee simple title via deed without covenants.
3. **PURCHASE PRICE:** Four Hundred Thousand Dollars (\$400,000) for 167 Lake Avenue and Thirty Thousand Dollars (\$30,000) for 189 Lake Avenue for a total of Four Hundred Thirty Thousand Dollars (\$430,000).
4. **TERMS:** The Purchase Price shall be payable by the Buyer to the Seller as follows:

The Buyer shall deliver a promissory note to the Seller upon the following terms and conditions:

- (i) Loan Amount: \$430,000
- (ii) Term: One (1) year secured by a mortgage
- (iii) Interest Rate: Three percent (3%)
- (iv) Payments: Monthly payment of "interest only" with a balloon payment of Four Hundred Thirty Thousand Dollars (\$430,000) by bank or certified check or wire transfer on the one (1) year anniversary of the promissory note.

5. **DUE DILIGENCE PERIOD:** Buyer has 60 days, from the date of execution of the Purchase and Sale Agreement, described below (the "Due Diligence Period"), to conduct a review of the Property, including, but not limited to, in Buyer's sole discretion, a zoning and permitting review, a review of title to the Property, an environmental audit/inspection, a review of any restrictions affecting the Property, a review of any records or reports pertaining to the Property, or any other inspection Buyer feels is necessary. During this period, Seller agrees to cooperate with Buyer's need to examine and prepare building plans, property records, environmental reports, etc. and to allow Buyer reasonable access to the Property to perform any tests or inspections it deems necessary. If prior to the expiration of the Due Diligence Period, Buyer is not

satisfied with the results of any report or inspection, Buyer may terminate the Purchase and Sale Agreement and the Deposit shall be returned to Buyer and the transaction will be terminated without further recourse to either Buyer or Seller. Upon execution of the Purchase and Sale Agreement, Seller shall provide Buyer with copies of any and all inspections, reports, title policies, plans, etc. in its possession with respect to the Property. In the event that the transaction does not close, Buyer shall return all copies to the Seller.

6. **APPROVALS:** This sale is subject to Buyer receiving all necessary local, State and Federal Approvals to operate a childcare/daycare center at the Property (the "Approvals"). All costs for planning, engineering etc. are to be paid by the Buyer.
7. **FINANCING:** This sale is subject to Buyer receiving financing, by a date to be specified in the Purchase and Sale Agreement, sufficient to acquire and rehabilitate the Property for its intended use as a childcare/daycare center (the "Financing").
8. **CLOSING:** The closing to occur on or before April 30, 2014 (the "Closing") if Buyer has not terminated the Purchase and Sale Agreement during the Due Diligence Period or because Buyer is unable to obtain Financing or Approvals.
9. **CONDITIONS PRECEDENT TO CLOSING:** The Purchase and Sale Agreement shall require normal conditions contained in similar agreements related to title, condemnation, and fire or other casualty.

Transfer of Lot 54-6 specifically is contingent on the City of Manchester Board of Mayor and Aldermen passage of an ordinance authorizing sale.

10. **CONVEYANCE OF PROPERTY:** Title to the Property will be conveyed by Seller to Buyer via a warranty deed, conveying marketable and insurable title to the Property, free and clear of any and all outstanding liens and encumbrances.
11. **PURCHASE AND SALE AGREEMENT:** Upon acceptance of this Letter of Intent, Seller and Buyer, through their respective attorneys, shall negotiate and execute a mutually acceptable Purchase and Sale Agreement (the "Purchase and Sale Agreement"). Buyer and Seller will work diligently to execute the Purchase and Sale agreement within thirty (30) days of the execution hereof. During the thirty (30) day period, Seller shall not offer the Property for sale to, or negotiate with anyone other than the Buyer. Buyer's attorney shall be responsible for drafting the Purchase and Sale Agreement and the Lease referenced in Section 10, above.
12. **COMMISSION:** Buyer and Seller acknowledge that no broker was involved in the transactions contemplated by this letter of intent.

13. ACCEPTENCE: Seller shall have until 5:00 p.m. on February _____, 2012 to accept the terms of this letter of intent.

This letter outlines business terms the Buyer and Seller will include into a purchase and sale agreement. If the terms of this offer are acceptable, please so indicate by signing below.

Buyer:

FAMILIES IN TRANSITION

Date: 2-12-13

By: Maureen Beauregard
Name: Maureen Beauregard
Title: Executive Director

Seller:

CITY OF MANCHESTER

Date: _____

By: _____
Name:
Title



CITY OF MANCHESTER

Board of Assessors

One City Hall Plaza, West Wing
Manchester, New Hampshire 03101
Tel: (603) 624-6520 – Fax: (603) 628-6288
Email: assessors@ci.manchester.nh.us
Web: www.ManchesterNH.Gov



Robert J. Gagne, Chairman
Michael W. Hurley

Lisa Turner
Assistant to Assessors

To: Chairman Ed Osborne, Committee on Lands & Buildings
From: Board of Assessors
Date: March 11, 2013
Re: Map 54, Lots 4, 5, 6 & 15 / 167 Lake Ave / Community Resource Building
Request to Value Property

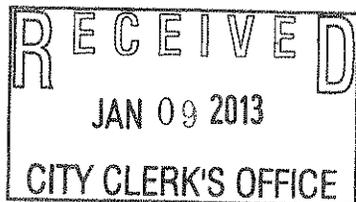
The Assessors have completed an analysis of the estimated market value of the above-referenced property. The following is a summary of important facts and the value estimate:

Property Location	167 Lake Ave / formerly the Manchester Community Resource Center
Assessors Map/Lot	Map 54 Lots 4, 5, 6 (land & building) & Lot 15 (parking lot)
Property Owner	City of Manchester
Deed Book/Page	5461/1395 (lot 6); 5876/311 (lots 4 & 5); 6089/62 (lot 15)
Date Acquired	Various from August 1993 to April 1999
Improved/Vacant	Improved / 6,621 Sq.Ft. Office Building & Parking Lot
Total Land Area	19,380 square feet
Current Zoning	R-3 Urban Multi Family
Overlay District	N/A
Easements / Restrictions	None known
Estimated Value	\$460,000 to \$600,000 (\$70 to \$90 per Sq.Ft. Bdg Area)
Comments	Lots 4, 5 and 6 are contiguous lots utilized as a single parcel with building improvements, parking and a driveway leading from Lake Ave to the back alley. Lots 4, 5 and 6 should be merged as a condition of any transfer. Lot 15 is located on Spruce Street across back alley from lots 4, 5 and 6. It is a paved lot providing additional parking for the building.

Respectfully,

Robert J. Gagne, CNHA, NHCG
Chairman

January 9, 2013



Maura Leahy
Office of the City Clerk
City of Manchester
One City Hall Plaza
Manchester, NH 03101

RE: LAND AND BUILDINGS COMMITTEE

Dear Maura:

Pursuant to our recent discussion, I'm writing to request to be added to the agenda of the next Land and Buildings Committee meeting to provide an update on the proposed upgrades to the Adam Curtis Skate Park on Maple Street.

Specifically, I'd like to know from the City and L&BC if it supports the following concepts:

- 1) Allowing the www.XMVskate.com entity to long-term NNN land lease the skate park property from the City; and
- 2) Allowing the www.XMVskate.com entity to long-term NNN lease of the Regis Lemire Community Center property from the City.

If in agreement, I'd like direction on the process to formally begin negotiating details of the leases, as well an operating agreement. Specifically, we'd need to determine and agree to such things as:

Improvements to be made and approval process
lease rate/terms/lessee obligations
timetables for control/construction
capital reserve requirements
revenue sharing
operations
bonding
security
environmental protection
records inspection
assignment & subcontracts
insurance
default & termination
other

-more-

Page 2

Maura, let me know if you have any questions, and I can get on the next L&BC meeting agenda. Thanks for your time and consideration.

Sincerely yours,

James T. DeStefano
XMV Project Coordinator

65 Michigan Ave.
Manchester, NH 03104
603-930-8408
jtd@grubbellisne.com

CC: Peter Capano, Parks Department Director

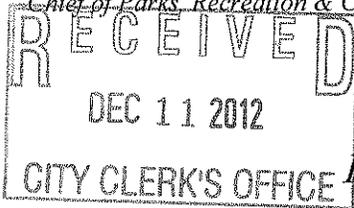
Kevin A. Sheppard, P.E.
Public Works Director

Timothy J. Clougherty
Deputy Public Works Director

Peter D. Capano, P.E.
Chief of Parks, Recreation & Cemetery



Commission
Richard E. Powers, Chairman
George "Butch" Joseph, Clerk
Andrew Manning
William Craig
Robert Blaisdell



CITY OF MANCHESTER

Department of Public Works

Parks, Recreation & Cemetery Division

December 11, 2012

Committee on Lands and Buildings
One City Hall Plaza
Manchester NH 03103

RE: Adam Curtis Skatepark

Chairman Osborne,

The Parks, Recreation and Cemetery Division of the Highway Department has been working with Mr. James DeStefano who is proposing a concept regarding the existing skatepark. The concept anticipates leasing the facility, making improvements to the site, and converting it to a year-round operation. We are happy to share our thoughts with you on this idea.

At present the Adam Curtis Skatepark is an open air, unregulated amenity located behind the Regis A. Lemire Youth Center at 275 Maple St. It is often the site of unwanted activity and is in need of some repair. Mr. DeStefano proposes to incorporate the youth center into an expanded structure that would serve as access to the skatepark. The skatepark would be either roofed and surrounded by fencing, or enclosed completely in a building. His plan is to charge admission to the site, offer concessions, and rentals.

We are comfortable with Mr. DeStefano's concepts and believe that either would reduce illicit activities and result in a better, safer, and more entertaining experience for skatepark users. However, the fully enclosed option is our strong preference. A roof and fence set-up, while increasing access control, would still leave the park exposed to fence breeches and vandalism. Only by completely enclosing the facility would these issues be minimized.

It is critical that the programs offered at the Regis A. Lemire youth center be continued. Computer access and help with homework are two of the services our Recreation Supervisor provides there to a local population in need. Additionally, we have some concerns regarding affordability to the skating clientele, though we believe that an analysis of the financial aspects of the project should come from others possessing this type of expertise.

Sincerely,

Peter D. Capano, P.E.
Chief – Parks, Recreation, Cemetery

475 Valley Street • Manchester, New Hampshire 03103 • (603) 624-6444 • FAX: (603) 624-6487
Cemetery Division • 765 Brown Avenue • Manchester, New Hampshire 03103 • (603) 624-6514

E-mail: parks@manchesternh.gov • Website: www.manchesternh.gov



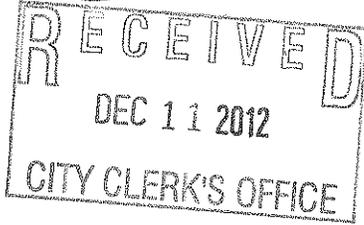
CITY OF MANCHESTER
PLANNING AND COMMUNITY DEVELOPMENT

Planning & Land Use Management
Building Regulations
Community Improvement Program
Zoning Board of Adjustment

Leon L. LaFreniere, AICP
Director

Pamela H. Goucher, AICP
Deputy Director Planning & Zoning

Matthew M. Sink
Deputy Director Building Regulations



MEMORANDUM

Date: December 11, 2012

To: Committee on Administration and Information Systems

From: Max Sink, Deputy Director *M.S.*

Subject: Adam Curtis Skate Park

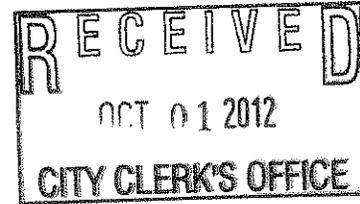
On Friday, October 12, 2012, Planner Jonathan Golden and I met with Jim DeStefano and his design team along with representatives from the Parks and Recreation Division to discuss possible options for improvements to the skate park facility.

Based on the representations made of the various proposals, we believe that the improvements can be done in conformance with all applicable city codes.

We are available to answer any further questions you may have.

October 1, 2012

Matt Normand
Office of the City Clerk
City of Manchester
One City Hall Plaza
Manchester, NH 03101



RE: LAND AND BUILDINGS COMMITTEE

Dear Matt:

Pursuant to a recent discussion I had with Alderman Ed Osborne, I'm writing to request to be added to the agenda of the next Land and Buildings Committee meeting to provide an update on the proposed upgrades to the Adam Curtis Skate Park on Maple Street.

I was initially in front of the Committee back in February. Since that initial presentation, we have made some excellent progress and I wanted to come back to provide an update to the Committee.

Attached are two renderings of the park; one that is a full enclosure and one that is roofed & fenced. We have initial construction quotes upwards of \$2.3 M for the full enclosure plan. See enclosed renderings.

Matt, let me know if you have any questions, and I can get on the next L&BC meeting agenda. Thanks for your time and consideration.

Sincerely yours,

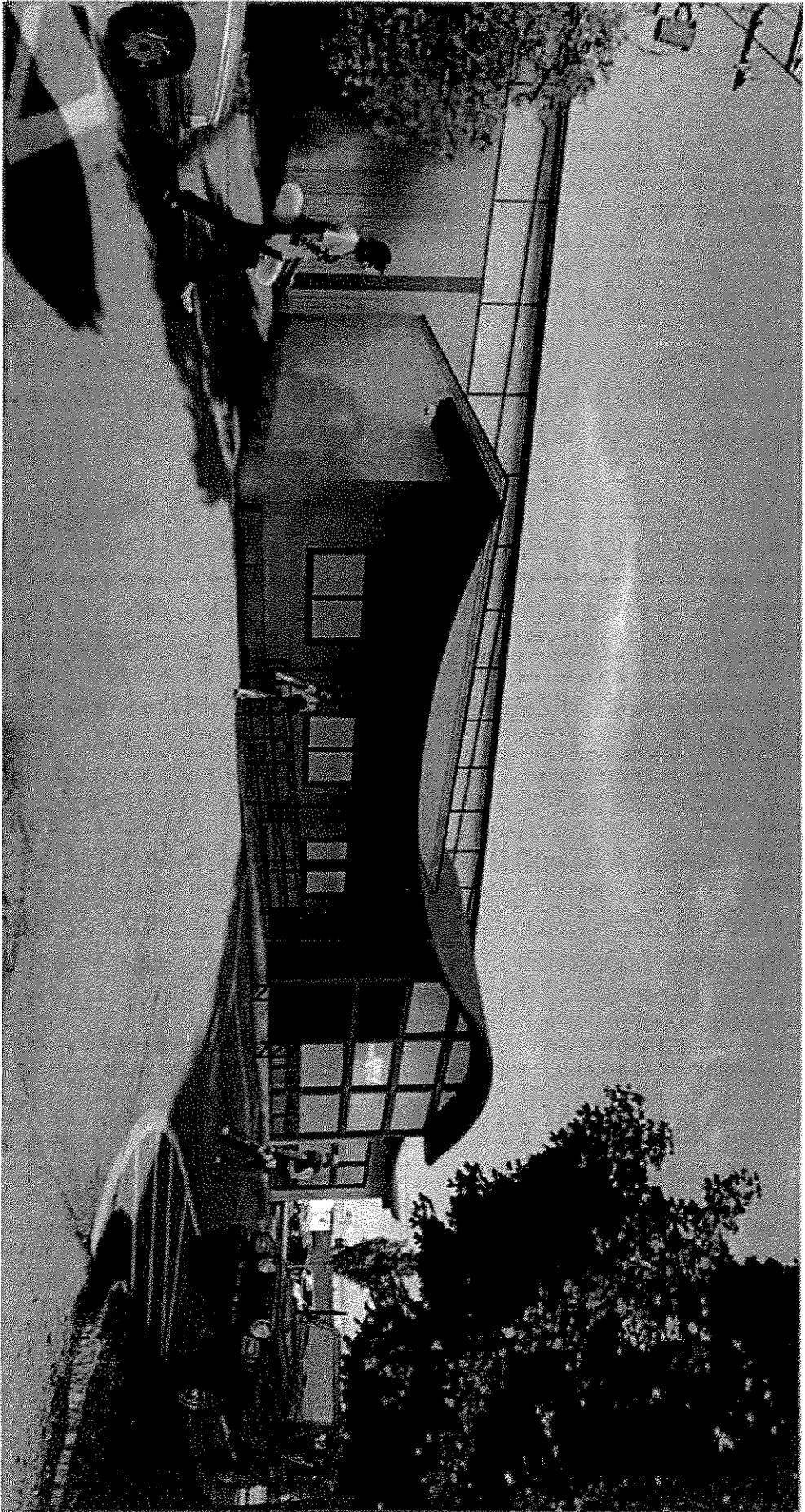
A handwritten signature in cursive script, appearing to read "Jim DeStefano".

James T. DeStefano
XMV Project Coordinator

65 Michigan Ave.
Manchester, NH 03104
603-930-8408
jtd@grubbellisne.com

CC: Alderman Ed Osborne
Peter Capano, Parks Department Director
Jay Minkarah, Economic Development Director

Encs.



XMV SKATE PARK

MANCHESTER, NEW HAMPSHIRE

OPTION 1 FRONT PERSPECTIVE

24 JULY 2012





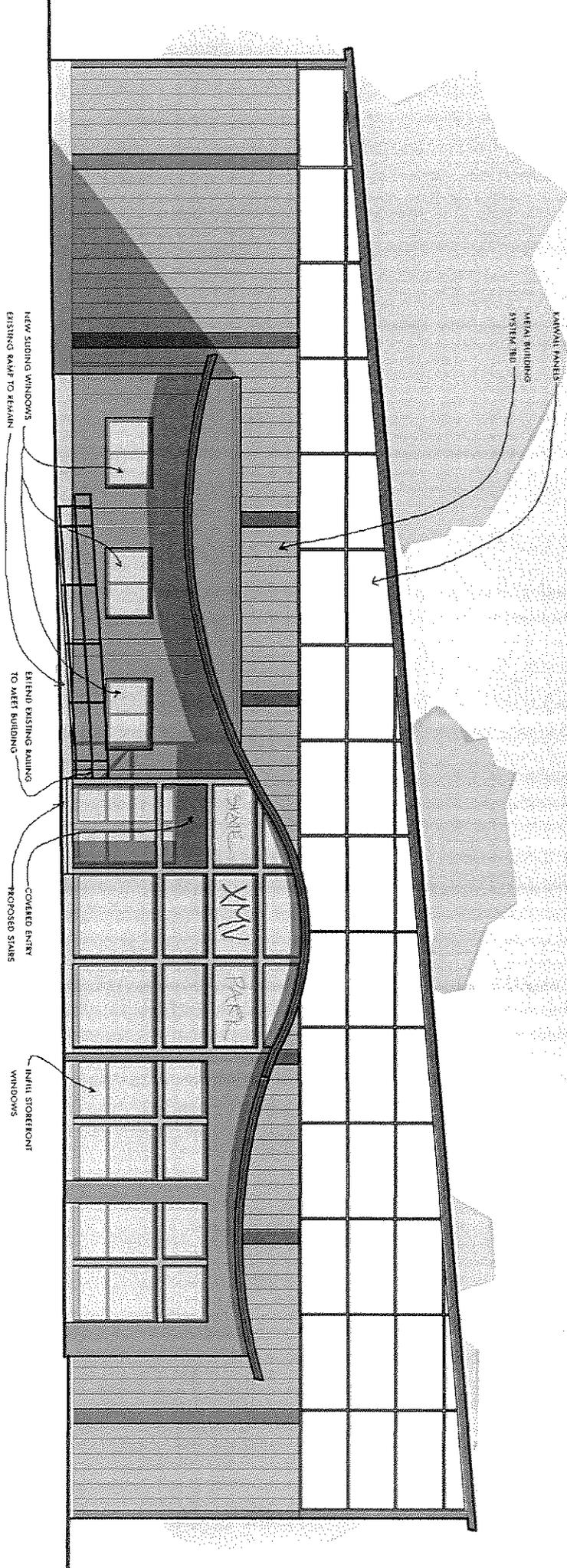
XMV SKATE PARK
MANCHESTER, NEW HAMPSHIRE

OPTION 1 RIGHT PERSPECTIVE

24 JULY 2012



5/2012



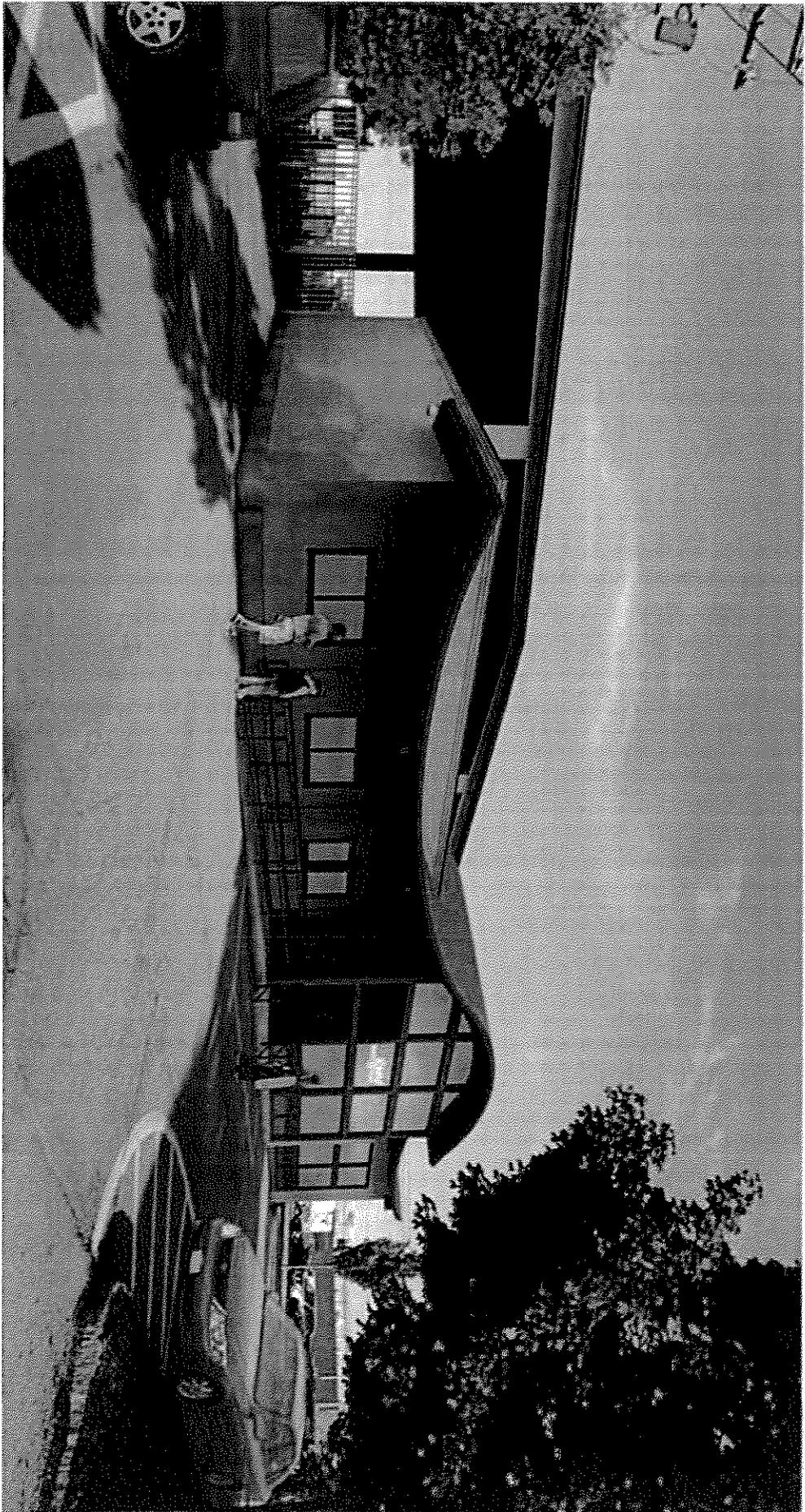
PROPOSED ADDITION AND RENOVATION TO:
XMV SKATE PARK
 MANCHESTER, NEW HAMPSHIRE

PROPOSED WEST ELEVATION OPTION 1

1/8" = 1'-0"

13 JUNE 2012





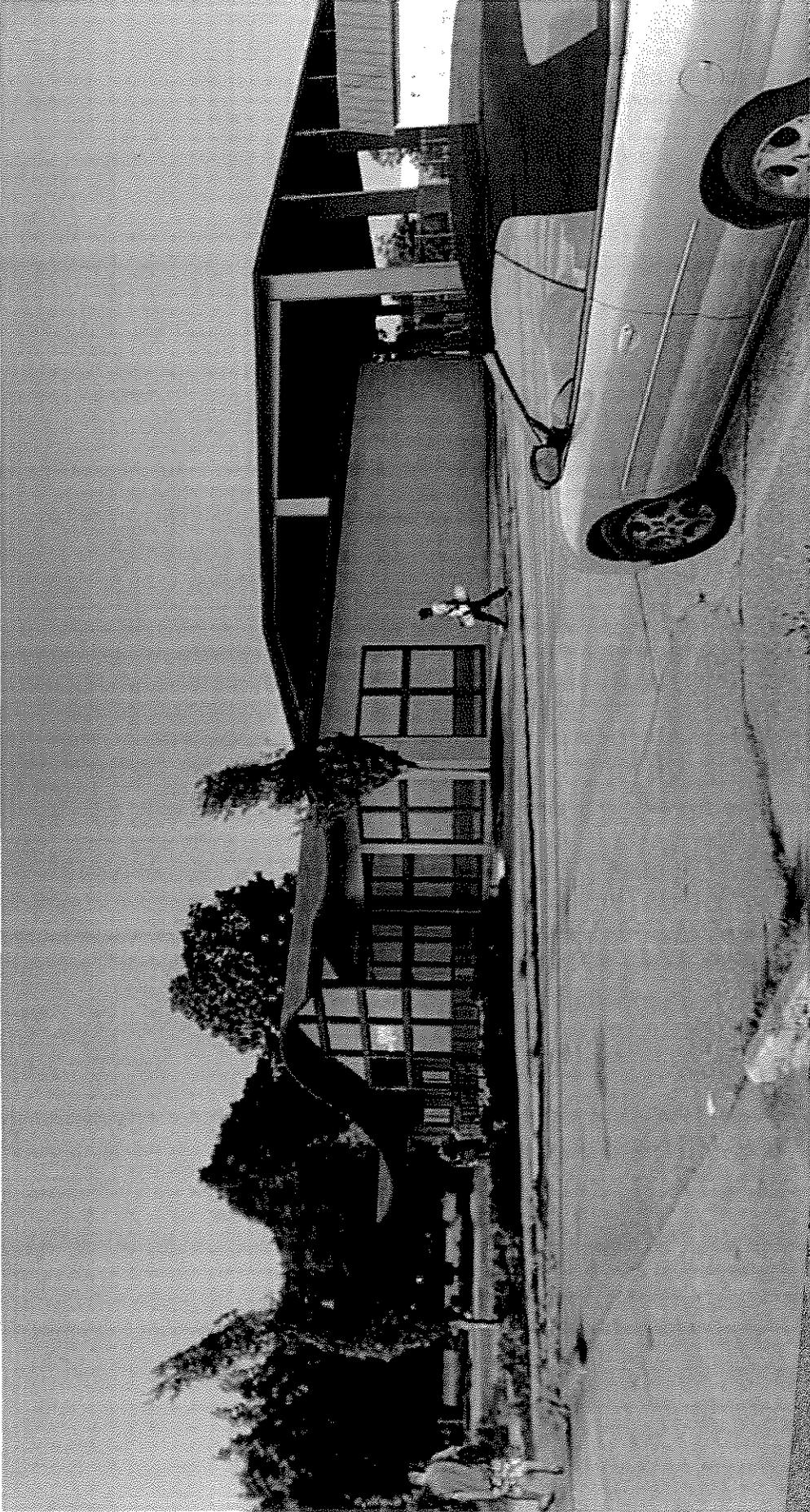
XMV SKATE PARK

MANCHESTER, NEW HAMPSHIRE

OPTION 2 FRONT PERSPECTIVE

24 JULY 2012

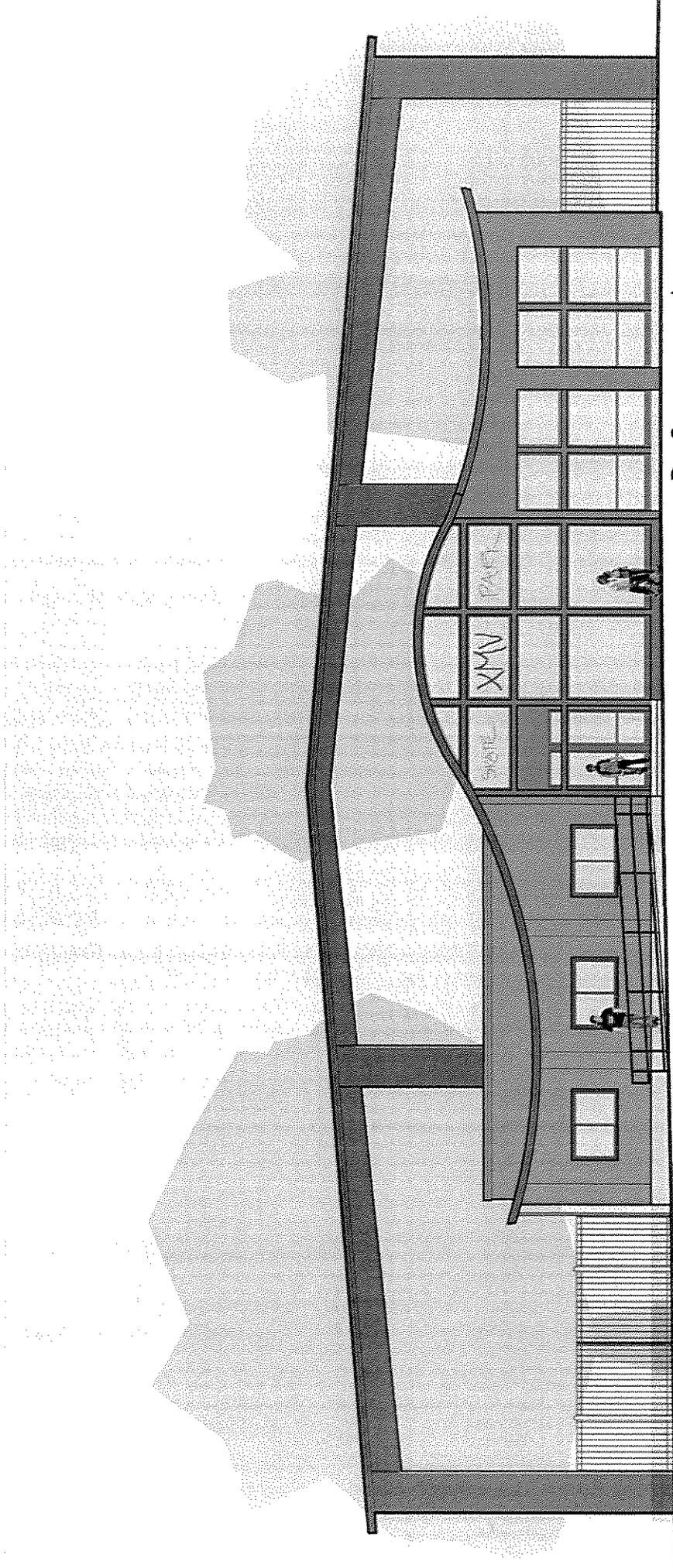




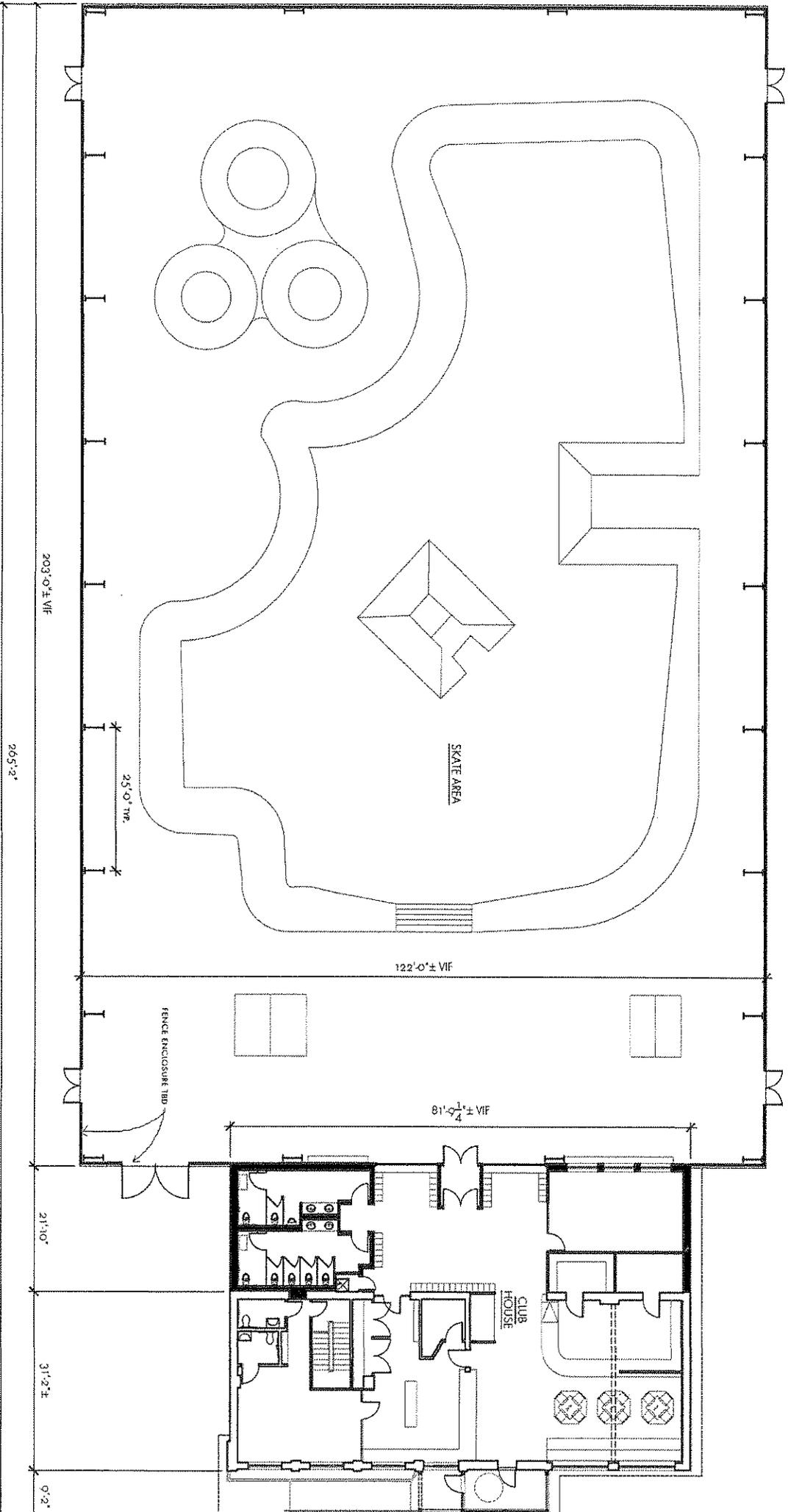
OPTION 2 RIGHT PERSPECTIVE

24 JULY 2012

XMV SKATE PARK
MANCHESTER, NEW HAMPSHIRE



DESTEFANO ARCHITECTS ©2012



PROPOSED ADDITION AND RENOVATION TO:
XMV SKATE PARK
 MANCHESTER, NEW HAMPSHIRE

PROPOSED PLAN OPTION 2
 1/16" = 1'-0"

13 JUNE 2012



To the Board of Mayor and Aldermen of the City of Manchester:

The Committee on Lands and Buildings respectfully recommends, after due and careful consideration, that the communication from Constantine Scrivanos on behalf of the Dunkin' Donuts Store located at 921 Beech Street to purchase City owned parcel 271-2 be approved with the following stipulations:

- the property be deemed surplus;
- the applicant submit a Lot Line Adjustment plan to the Planning Board for approval;
- the applicant maintains an existing 12 foot buffer; and
- no building expansion be allowed within the parcel

(Unanimous vote with the exception of Aldermen Ludwig and Osborne who voted in opposition)

Respectfully submitted,



Clerk of Committee

At a meeting of the Board of Mayor and Aldermen held October 2, 2012, on a motion of Alderman Roy, duly seconded by Alderman Osborne, the report of the Committee was referred to the Committee on Lands and Buildings.



City Clerk

Matnec, LLC
3 Pluff Ave
North Reading, MA 01864
(978) 898-1200

8/21/12 Sp. L+B
New Business

Constantine G. Scrivanos
Direct: (978) 898-1333

City of Manchester
Board of Mayor and Aldermen
Attn: Mayor Gatsas
1 City Hall Plaza
Manchester, New Hampshire 03101

**Re: Dunkin' Donuts Store
921 Beech Street
Parcel 278/1**

Dear Sirs and Madam:

I am writing on behalf of Matnec, LLC to express interest in purchasing this 0.17 acre parcel of land. Pursuant to a licensing agreement with the City dated August 31, 1981, our store is using this parcel for parking and to provide additional access for our patrons.

Please let me know if the City is interested in discussing the possible sale of this parcel.

I look forward to hearing from you.

Sincerely,



Constantine G. Scrivanos



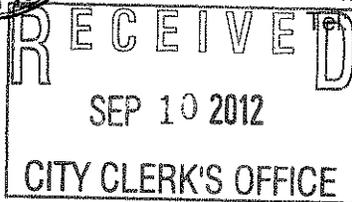
CITY OF MANCHESTER Board of Assessors

One City Hall Plaza, West Wing
Manchester, New Hampshire 03101
(603) 624-6520 – Fax: (603) 628-6288
Email: assessors@ci.manchester.nh.us
Web: www.ManchesterNH.Gov



Robert J. Gagne, Chairman
Michael W. Hurley

Lisa Turner
Assistant to Assessors



To: Chairman Ed Osborne, Committee on Lands & Buildings
From: Robert J. Gagne, Chairman, Board of Assessors
Date: September 10, 2012
Re: Tax Parcel 278/2A / Beech Street / 7,463 Sq.Ft. Portion of Livingston Park used by Dunkin Donuts store for parking and drive-up window access.

The Assessors have no interest or objection to the sale of City land as requested by Matnec, LLC (BMA New Business 8/21/2012). The following is a summary of important facts about the parcel:

Property Location	Beech Street & Hooksett Road / part of Livingston Park
Assessors Tax Parcel Map/Lot	Map 278 Lot 2A (no actual subdivided lot – record created for tax purposes only)
Property Owner	City of Manchester, Parks and Recreation Department
Deed Book/Page	Unknown / No title search undertaken
Date Acquired	Unknown
Improved/Vacant	Improved / Outbuildings only consisting of paved parking and driveway for drive-up window.
Total Land Area	7,463 square feet per license agreement and site plan.
Current Zoning	B-1 / Neighborhood Business & CV / Civic-Conservation
Overlay District	N/A
Easements / Restrictions	None known
Current Assessed Value	Total = \$102,600 / Assessed Land Value = \$99,500; Assessed Outbuilding Value = \$3,100
Comments	Use is by license to occupy from the Commissioners of the Parks & Recreation Department per agreement date 9/18/1981. Per RSA 72:23, I, City land occupied by a non-exempt entity is taxable. Tax Parcel created 3/19/2012.
Attachments	Vision Property Record Card GIS Parcel Location Map GIS Parcel Zoning Map GIS 2010 Aerial Photo Map

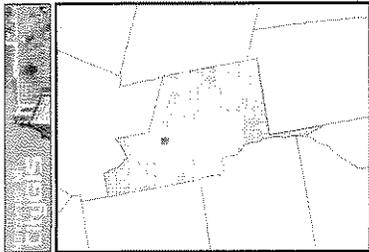
CITY OF MANCHESTER PARKS & REC	TOPO.	UTILITIES	STRT./ROAD	LOCATION	CURRENT ASSESSMENT	Assessed Value
C/O MATNEC LLC 3 PLUFF AVE N READING, MA 01864 Additional Owners:					Code 3370 3370	99,500 3,100
SUPPLEMENTAL DATA				VISION		
Other ID: 02780002A	RAD OR CAD270	Callback Ltr		2017		
Land Adjust NO	Sketch Note	Land Class		MANCHESTER, NH		
Voided NO	Total SF 7463	Parcel Zip 03104				
Zone	Frontage/Dep	ASSOC PID#				
GIS ID: 278-2A						

RECORD OF OWNERSHIP	BK-VOL/PAGE	SALE DATE	Yr.	Code	Assessed Value	Yr.	Code	Assessed Value
CITY OF MANCHESTER PARKS & REC	6467/421	08/02/2001	U	1				
EXEMPTIONS		OTHER ASSESSMENTS		PREVIOUS ASSESSMENTS (HISTORY)		Total:		
Year	Type	Description	Code	Description	Number	Amount	Comm. Int.	Total:

ASSESSING NEIGHBORHOOD		NOTES	
NBHD/SUB 603/A	NBHD NAME STREET INDEX NAME	TRACING BATCH	
CITY OWNED LAND / PART OF LIVINGSTON PARK. USED FOR PARKING LOT & DRIVE-UP WINDOW ACCESS BY DUNKIN DONUTS AT 921 BEECH ST, PARCEL 278/1. USE IS BY LICENSE TO OCCUPY FROM THE COMMISSIONERS OF THE PARKS & REC DEPT PER AGREEMENT DATED 9/18/1981. PER RSA 72:23 I, CITY LAND OCCUPIED BY A NON-EXEMPT ENTITY IS TAXABLE. RG 3/20/12			
APPRaised VALUE SUMMARY		APPRaised VALUE SUMMARY	
Appraised Bldg. Value (Card)	0	Appraised Bldg. Value (Card)	0
Appraised XF (B) Value (Bldg)	0	Appraised XF (B) Value (Bldg)	0
Appraised OB (L) Value (Bldg)	3,100	Appraised OB (L) Value (Bldg)	3,100
Appraised Land Value (Bldg)	99,500	Appraised Land Value (Bldg)	99,500
Special Land Value	0	Special Land Value	0
Total Appraised Parcel Value	102,600	Total Appraised Parcel Value	102,600
Valuation Method:		Valuation Method:	
Adjustment:		Adjustment:	
Net Total Appraised Parcel Value		Net Total Appraised Parcel Value	
102,600		102,600	

BUILDING PERMIT RECORD		VISIT/CHANGE HISTORY	
Permit ID	Issue Date	Type	Description
		RG	50 Map Change
		Date	3/20/2012
		IS	
		ID	
		Ca	
		Purpose/Result	

LAND LINE VALUATION SECTION																		
B #	Use Code	Use Description	Zone	Frontage	Depth	Units	Unit Price	L Factor	S Factor	ST Idx	S.I. Adj.	Notes- Adj	Rec Y/N	CU Cond	Special Pricing	Adj. Unit Price	Land Value	
1	3370	PARK LOT		7.463	SF	10.16	1.00	1.00	E	603	1.75	CF=SHAPE/UTILITY	N	0.000		13.33	99,500	
Total Card Land Units:													0.17	AC	Parcel Total Land Area:		0.17	AC
Total Card Land Value:													99,500	Total Land Value:		99,500		

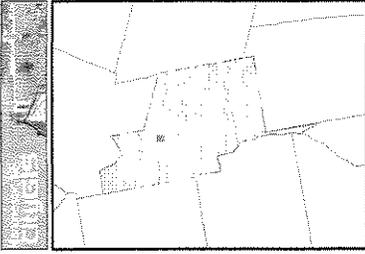


Map Area, Shering Street, City Map A1, Left

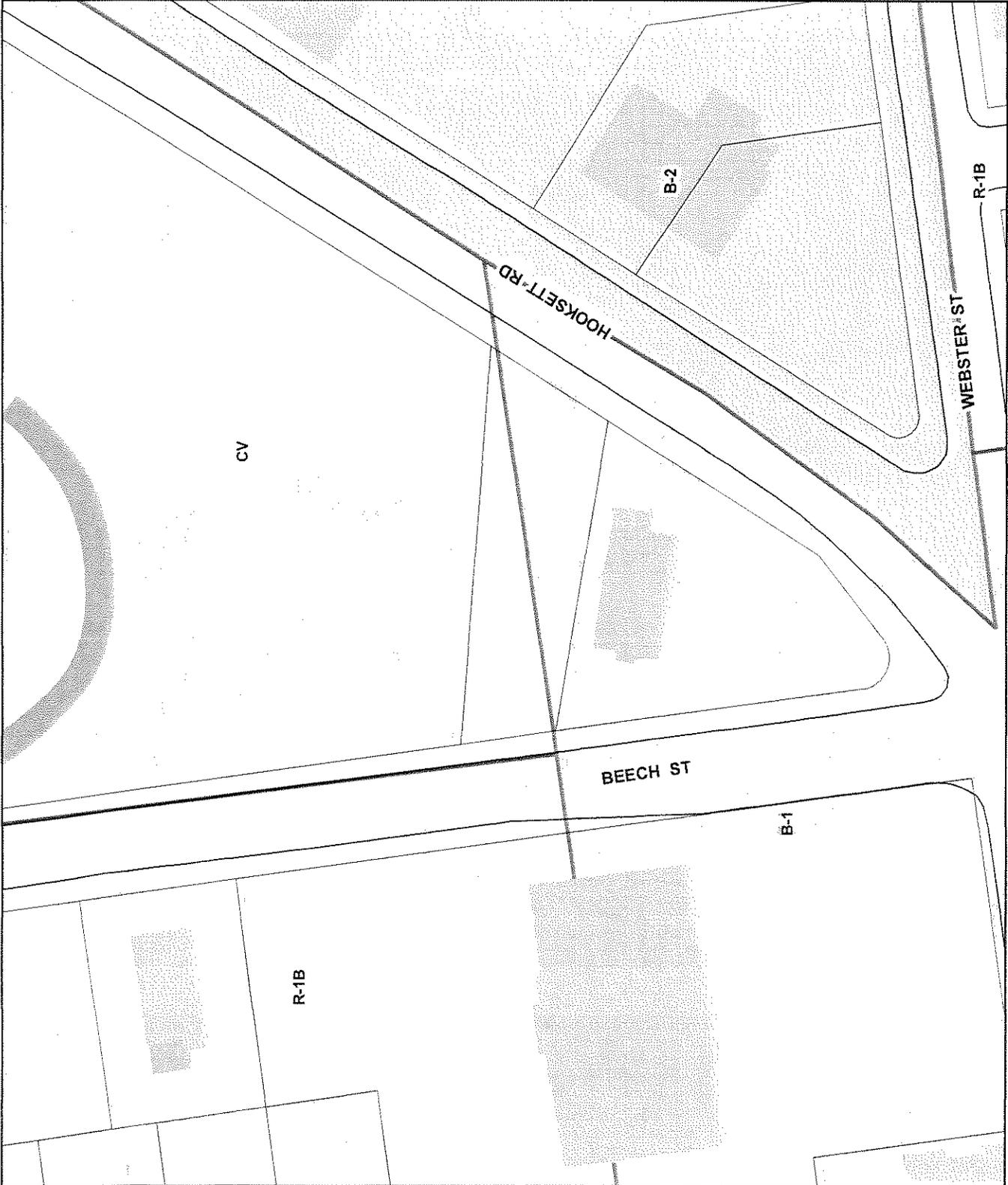


DISCLAIMER

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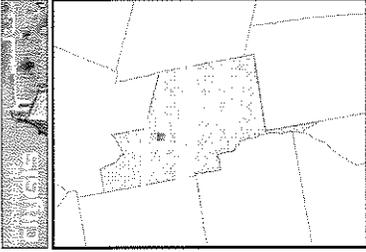


Area Map Showing Extent of Map. All City

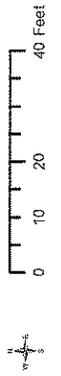


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Area Map Showing Location of Map-A1 Left



City of Manchester, New Hampshire - CityGIS Map Print

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Kevin A. Sheppard, P.E.
Public Works Director

Timothy J. Clougherty
Deputy Public Works Director

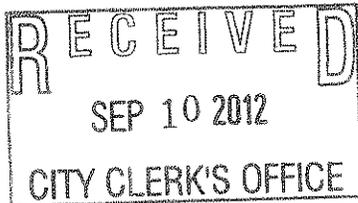
Peter D. Capano, P.E.
Chief of Parks, Recreation & Cemetery



Commission
Richard E. Powers, Chairman
George "Butch" Joseph, Clerk
Andrew Manning
William Craig
Robert Blaisdell

CITY OF MANCHESTER

Department of Public Works
Parks, Recreation & Cemetery Division



September 10, 2012

Committee on Lands and Buildings
1 City Hall Plaza
Manchester NH, 03103

RE: 921 Beech Street

Dear Committee members,

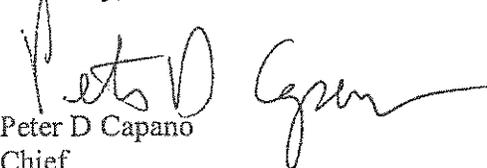
The Parks, Recreation and Cemetery Division of the Department of Public Works have reviewed the request for purchase of the parcel adjacent to the Dunkin Donuts property at 921 Beech St. This parcel has been in use by agreement with the Parks Commission since 1981. Dunkin Donuts utilizes it for their drive through and for employee parking.

According to the city solicitor's office the parcel has no restrictions on its sale, and we have no plans to utilize it as park land. Therefore, we have no objection to the sale with the thought that getting the parcel on the tax roles is beneficial to the city.

Conditions of the sale should include maintaining an existing twelve foot buffer extending from the edge of the pavement to the fencing on the tennis courts. Additionally, we recommend that no building expansion be allowed within the parcel to avoid a sense of crowding the park.

We also understand that the property did not go through subdivision. This process should be undertaken by others with our input.

Sincerely,


Peter D Capano
Chief



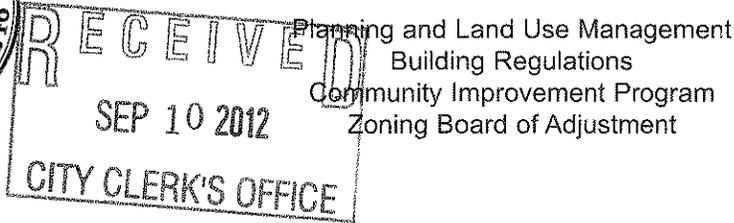
CITY OF MANCHESTER

PLANNING AND COMMUNITY DEVELOPMENT

Leon L. LaFreniere, AICP
Director

Pamela H. Goucher, AICP
Deputy Director - Planning & Zoning

Matthew M. Sink
Deputy Director - Building Regulations



10 September, 2012

Alderman Ed Osborne, Chairman
Committee on Lands and Buildings
Honorable Board of Mayor and Aldermen
City Hall - One City Hall Plaza
Manchester, New Hampshire 03101

re: *Request by MATNEC LLC to acquire portion of Livingston Park land (TM 278, Lot 2)*

Honorable Committee Members:

This is to provide a report pursuant to Section 34.15-25 pertaining to the above-referenced parcel.

Background: MATNEC LLC, the owner of the “Dunkin Donuts” property at 921 Beech Street (TM 278, Lot1), has recently requested the opportunity to acquire a portion of the abutting south end of Livingston Park (TM 278, Lot 2) which the City, beginning in 1981, had leased to a previous owner of the “Dunkin Donuts” property (see the shaded area on the accompanying map). Most of this previously leased area is currently being used to provide parking and a vehicular order-to-go lane for “Dunkin Donuts”.

After investigating the matter and consulting with other City agencies, we have determined that there are no known restrictions that would prevent the City from selling to the private sector a portion of City-owned Livingston Park property in this vicinity. Furthermore, The Parks, Recreation and Cemetery Division has indicated that they have no plan to use this area as park land and have no objection to the transfer of this land to MATNEC LLC providing two conditions are met: that in order “to avoid a sense of crowding” in the tennis court area of Livingston Park, (1) the existing 12-foot green space buffer between the edge of pavement and the tennis court fencing will continue to be maintained and (2) no further building expansion will take place on TM 278, Lot 1.

Zoning: The zoned portion of City land under discussion is split-zoned, with the majority of the land zone “Conservation District” and part of the land zoned “Neighborhood Business (B-1). While the land under discussion has been used in conjunction with the “Dunkin Donuts” business since 1981, the “Conservation District” is more appropriately delineated as the City’s open space and recreational lands.

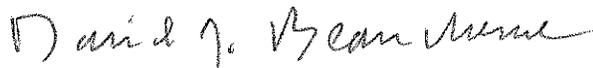
One City Hall Plaza, Manchester, New Hampshire 03101
Phone: (603) 624-6450 or (603) 624-6475 Fax: (603) 624-6529 or (603) 624-6324
E-Mail: pcc@manchesternh.gov
www.manchesternh.gov

Surplus Determination and Disposition: For these reasons, it appears there are no practical grounds why this portion of City-owned Livingston Park land currently under discussion could not be declared surplus and, if deemed appropriate, sold in a manner consistent with Section 34.21 of the City Ordinance. If this is the case, the City may wish to find that it may reasonably sell the subject portion of Livingston Park to MATNEC LLC since the abutting property owners at TM 278, Lot 1 – whether they have had a lease agreement with the City or not – have consistently used the City-owned land in question for commercial purposes associated with the “Dunkin Donuts” operation.

We would further recommend that any sale of the subject property be contingent on the applicant’s submission of a Lot Line Adjustment plan, acceptable to the Parks, Recreation and Cemetery Division, to the Planning Board, for approval, which fulfills the above noted concerns of the Parks, Recreation and Cemetery Division.

If you have any questions, staff will be available at your meeting.

Sincerely,



David J. Beauchesne, Senior Planner

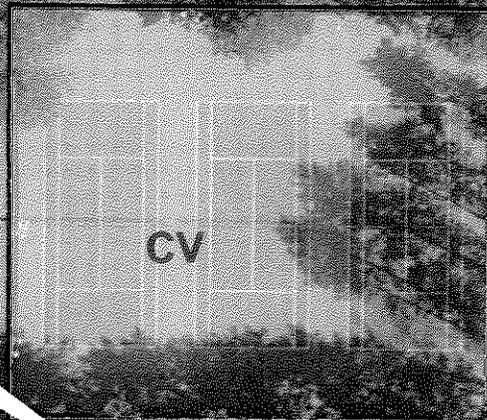
Copy: Leon LaFreniere, Director; file

Environs of Livingston Park (South End)

Livingston Park
TM 278, Lot 2
Manchester Parks & Rec.
(133.8 ac.)

Tennis
Court
Fence

Portion of TM 278, Lot 2
(Livingston Park)
formerly subject to
lease agreement
7,463 s.f. (0.17 ac.)



R-1B

BEECH ST.

B-1

D.W. HIGHWAY - U.S. RT. 3 - HOOKSETT Rd.

B-2

Dunkin Donuts
921 Beech St.
TM 278, Lot 1
MATNEC LLC
14,168 s.f. (0.33 ac.)

WEBSTER ST.

R-1B

ASH ST.

Zoning District Boundary Line

1. This map was created by the City of Manchester Planning & Economic Development Department (D. Beauchesne), 10 September, 2012.
2. All geographic information shown on this map was derived from the City of Manchester GIS.

