

AGENDA

SPECIAL MEETING COMMITTEE ON LANDS AND BUILDINGS

June 1, 2010
Aldermen Osborne, Lopez,
Shea, Roy, Greazzo

6:00 PM
Aldermanic Chambers
City Hall (3rd Floor)

1. Chairman Osborne calls the meeting to order.
2. The Clerk calls the roll.
3. Discussion regarding a proposal from the Danais Realty Group for the acquisition and development of the Northwest Business Park at Hackett Hill.
(Note: Committee Report referred back to Committee by BMA on May 18, 2010. Rezoning application for Hackett Hill Project, technical review from the Planning Department and proposed Zoning Ordinance amendments are attached; to be referred to the BMA for scheduling of a public hearing. A copy of the Purchase and Sale Agreement was sent under separate cover on 5/28/10.)
Ladies and Gentlemen, what is your pleasure?
4. There being no further business, a motion is in order to adjourn.

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 a proposal from the Danais Realty Group to enter into a purchase and sale agreement with the City of Manchester for the acquisition and development of the Northwest Business Park at Hackett Hill be accepted subject to the review and approval of the City Solicitor.

The Committee further notes that the proposal requires the rezoning of certain parcels contained within the development and recommends that the City Clerk be directed to hold a public hearing on the Zoning Ordinance amendments at the earliest possible time once all the appropriate documents have been received by the Planning Director and forwarded to the City Clerk.

(Unanimous vote with the exception of Chairman Osborne, who voted in opposition)

Respectfully submitted,

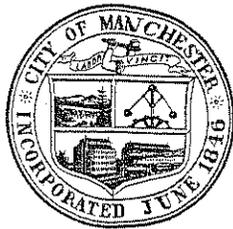


Clerk of Committee

At a meeting of the Board of Mayor and Aldermen held May 18, 2010, on a motion of Alderman Arnold, duly seconded by Alderman O'Neil, the report of the Committee was referred back to the Committee on Lands and Buildings.


City Clerk

*Matthew Normand
City Clerk*



*Kathleen Gardner
Deputy City Clerk*

CITY OF MANCHESTER
Office of the City Clerk

MEMORANDUM

TO: Board of Mayor and Aldermen

FROM: Matthew Normand
City Clerk 

DATE: May 12, 2010

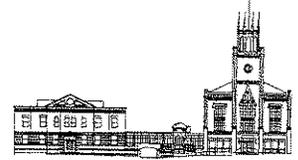
RE: Northwest Business Park at Hackett Hill

The Mayor has asked that each of you receive a copy of the attached proposal for development of the Northwest Business Park at Hackett Hill in advance of the Committee on Lands & Buildings meeting scheduled for next Monday, May 17, 2010.



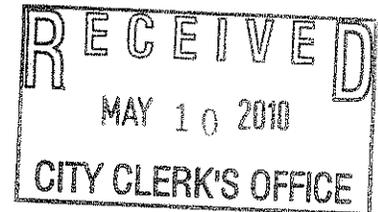
CITY OF MANCHESTER

Economic Development Office



May 10, 2010

Ed Osborne, Chairman
Committee on Lands & Buildings
One City Hall Plaza
Manchester, NH 03101



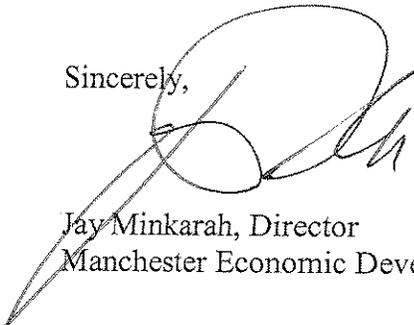
RE: Northwest Business Park at Hackett Hill

Dear Chairman Osborne and Members of the Committee:

After a considerable period of discussion and review, I am pleased to bring forward a proposal from the Danais Realty Group for the acquisition and development of the Northwest Business Park at Hackett Hill. In essence, the Danais Group would acquire all 12 lots in Phase One for \$2.8 million. As a part of the purchase price, they will build a new Fire Station for the City on Hackett Hill Road and then pay to the City the difference between the actual cost of the station and \$2.8 million. To facilitate the development, two lots on Hackett Hill Road, including the existing Fire Station lot, will need to be rezoned from Research Park (RP) to B-1. Certain changes to the uses permitted in the RP zone will be required as well. When completed, the proposed development plan would result in the development of up to 1.2 million square feet of office, manufacturing, warehousing and distribution space.

Attached are a draft Purchase & Sale agreement, proposed zoning changes and a plan of the overall site for review and consideration. The Danais Group will also be available for a presentation to the Committee at the next available meeting. If you have any questions or need additional information, please feel free to contact me at your convenience.

Sincerely,


Jay Minkarah, Director
Manchester Economic Development Office

cc: Hon. Ted Gatsas, Mayor

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT is made this ____ day of _____, 2010 ("Effective Date"), by and between The Manchester Housing & Redevelopment Corporation ("MHRC"), a New Hampshire not for profit corporation, and The City of Manchester Fire Department ("MFD") (MHRC and MFD shall hereinafter be collectively referred to as the "Seller"), and Danais Realty Group, Inc. or its assigns as provided in Section 17 hereof, a New Hampshire corporation (hereinafter referred to as the "Buyer".) Seller and Buyer are sometimes referred to herein as the "parties".

WITNESSETH

That for and in consideration of the mutual covenants and agreements herein contained, Seller and Buyer agree as follows:

1. Purchase and Sale. The Seller shall sell, and the Buyer shall purchase upon all terms and conditions set forth herein, that certain parcel of improved real estate identified as Tax Map 766, Lot 14D (existing fire house lot) and those certain parcels of unimproved real estate identified as Lots 1-10 and 12-13 as shown on a plan titled "Subdivision Play - 1 prepared by Oest Associates, Inc." and recorded as Plan No. 36507 in the Hillsborough County Registry of Deeds, together with all rights in all roads as shown on said Plan, and all approvals, permits, plans and designs (the "Property"). See also Exhibit A.

2. Purchase Price. The Purchase Price shall be Two Million Eight Hundred Thousand Dollars (\$2,800,000.00), as adjusted pursuant to Section 3 below (the "Purchase Price").

3. Payment of Purchase Price. The Purchase Price shall be paid by Buyer constructing a new fire station to be located on Lot 11 as shown on a Plan No. 36507, owned by the Seller. An affiliate of Buyer, Danais Construction, LLC, shall serve as General Contractor for the construction of the new fire station. The fire station shall be similar to the Seller's existing fire station located on East Industrial Park Drive in Manchester, New Hampshire. The Seller shall cooperate with the Buyer to secure all designs and plans associated with the East Industrial Park Drive station to be used in conjunction with the construction of the new fire station. The cost to build the new fire station shall not exceed Two Million Eight Hundred Thousand Dollars (\$2,800,000.00) ("Cap"). In the event, due to Seller's deviation from the East Industrial Park Drive design or plans, the cost exceeds the Cap, the Seller will reimburse the Buyer for all costs beyond the Cap. In the event the new fire station can be constructed for less than Two Million Eight Hundred Thousand Dollars (\$2,800,000.00), then the Buyer shall pay to Seller the difference between the Purchase Price and the total final cost of construction within sixty (60) days following delivery of the completed fire station. The construction shall be deemed for the benefit of the Seller and as such all benefits that run to the Seller (i.e. waiver of permit fees) will apply to the construction of the new fire station.

4. Deed/Conveyance. Seller shall convey insurable title by statutory warranty deed (the "Deed"), subject to all encumbrances, restrictive covenants and other matters of record not discharged, terminated or otherwise released as of the Closing Date.

5. Lease. From the Closing Date through that date that is thirty (30) days after the new fire station is constructed and delivered to Seller by Buyer, Seller shall remain in possession of Tax Map 766, Lot 14D, for use as a fire station under a lease from Buyer for One Dollar (\$1.00). Seller shall remain responsible for all real estate taxes, utilities, and water and sewer charges assessed against Map 766, Lot 14D, from the Closing Date through termination of this Lease and the Seller shall indemnify and hold Buyer harmless from any and all claims asserted against Buyer as owner of Map 766, Lot 14D, including all of Buyer's attorney fees and costs, until such time as the Seller delivers full and complete possession of Map 766, Lot 14D..

6. Contingencies. This Agreement is subject to the Buyer having the following contingencies satisfied in order to proceed with the Closing.

6.1. Seller's Cooperation. Within forty eight (48) hours following the Effective Date, the Seller shall (a) deliver to Buyer copies of, or permit Buyer, or Buyer's agents, full access to, all reports, studies, plans, designs, maps, or other information in the Seller's possession or under its control relating to the Property; (b) provide a complete contact list to Buyer of all City representatives with knowledge of the Property as well as all contractors and vendors that the City has engaged with respect to the Property; (c) provide authorization to allow the Buyer, or Buyer's agents, to speak freely with all such identified representatives, vendors and contractors; and (d) deliver to Buyer keys to all locks located on the Property, specifically those locks associated with the gates on the Property.

6.2. Inspections.

(a) Beginning on the Effective Date and continuing until 5:00 p.m. on that date which is sixty (60) days from the Effective Date, Buyer shall have an "analysis" period. ("Due Diligence Period"). During the Due Diligence Period, Buyer shall have full, complete and unfettered access to the Property for purposes of conducting such tests and inspections, as Buyer deems necessary, at Buyer's sole cost and expense, as well as to review all documentation provided by Seller and speak with all representatives, vendors and contractors pursuant to Section 6.1.

(b) Buyer agrees to indemnify and hold Seller harmless from and against any and all loss, cost, damage, injury or expense arising out of or in any way related to the acts or omissions of Buyer, its agents, employees and consultants in connection with any such access, tests and/or inspections (specifically excluding any loss or diminution in value arising from any condition discovered by Buyer), and such obligation shall survive the Closing or the termination of this Agreement. Buyer shall assure that its agents and consultants have in place comprehensive liability

insurance from an insurer authorized to do business in the State of New Hampshire which is reasonably acceptable to Seller protecting Seller from claims for bodily injury or death. Buyer shall promptly repair all damage to the Property arising from any such access, inspections or tests and shall restore the Property to reasonably the same condition existing immediately prior to such access, inspections and tests, provided the parties agree and acknowledge that Buyer may need to access certain areas to conduct such tests and that such access may include the removal of trees, which the buyer shall not be obligated to restore. In the event Buyer discovers any matter during the course of its investigations and tests which Buyer believes may be reportable to governmental authorities or others under applicable law, Buyer acknowledges and agrees that it shall not undertake any such reporting, but shall notify Seller immediately of any such discovery. Seller assumes the obligation, if any, to report any matter as to which it receives such notice from Buyer, to the extent reportable under applicable law. The indemnification, repair and restoration obligations under this Section 6.2 shall survive the termination of this Agreement.

(c) In the event Buyer notifies Seller prior to the expiration of the Due Diligence Period that it elects to terminate this Agreement, this Agreement shall immediately be deemed to have been terminated, in which event upon satisfaction of the Termination Deliveries (hereinafter defined) the rights and obligations of the parties hereto shall cease and the parties shall be without further recourse or remedy hereunder. Failure to provide such notice to the Seller within the time specified above shall be deemed an election by Buyer to waive its right to terminate the Agreement pursuant to this Section 6.2.

(d) In the event that Buyer elects to terminate this Agreement as provided in this Section 6.2, or if this Agreement otherwise terminates as provided for hereunder for reasons other than a Seller default, then Buyer shall promptly deliver to Seller (i) copies of all written inspection reports, environmental reports, plans, surveys, title commitments or other similar materials prepared by third parties for Buyer relating to investigation of the Property (the "Materials") and (ii) a transfer to Seller of title thereto and all Buyer's interest in the Materials (the "Termination Deliveries"). Seller acknowledges that any Materials delivered by Buyer to Seller shall be informational only, without warranty or representation as to truth or accuracy.

6.3. Financing. Buyer shall have sixty (60) days from the Effective Date to secure whatever financing Buyer desires. In the event that Buyer delivers written notice to Seller of Buyer's inability to secure said financing commitment within the time period specified above, then upon delivery to Seller of the Termination Deliveries, neither party shall have any further rights against the other hereunder. Failure to provide such written notice or written evidence to the Seller within the time specified above shall be deemed an election by Buyer to waive its right to terminate the Agreement pursuant to this Section 6.3.

- 6.4. Zoning. Buyer's obligations hereunder shall be subject to final, non-appealable modifications, adjustments or changes to be made to the zoning currently in place with respect to the Property, as more fully set forth on Schedule 6.4. The Seller shall work cooperatively with the Buyer to achieve these zoning adjustments as expeditiously as possible.
7. Damage or Destruction: Condemnation.
- 7.1. The risk of loss, damage or destruction to the Property by fire or other casualty or the taking of all or part of the Property by condemnation or eminent domain or by an agreement in lieu thereof until the Closing is assumed by Seller. Seller shall maintain insurance in amounts and with deductibles that are currently in place as identified on Schedule 7.1.
- 7.2. In the event of partial damage or destruction of the Property, Buyer may (unless such damage has been repaired by Seller in a good and workmanlike manner prior to Closing) accept title to the Property in its destroyed or damaged condition, or Buyer may elect to terminate this Agreement. If Buyer elects to purchase, then Buyer shall pay the full Purchase Price without reduction, and Seller shall pay over or assign to Buyer (with the written consent of the insurance company to any assignment of proceeds not yet paid to Seller) all rights to any proceeds of insurance payable with respect to such destruction or damage (less amounts reasonably expended by Seller in repairing the damage prior to the Closing Date) and Buyer shall have a credit against the Purchase Price in the amount of any deductible, and any amount paid to Seller by the insurer less amounts used by Seller to repair the damage. If Buyer elects to terminate this Agreement, Buyer shall provide written notice thereof to Seller together with the Termination Deliveries and the parties shall be without further recourse or remedy hereunder.
- 7.3. If prior to the Closing Date, all or part of the Property is taken by condemnation, eminent domain or by agreement in lieu thereof, or any proceeding to acquire, take or condemn all or part of the Property is threatened or commenced, Seller shall notify Buyer of same promptly after Seller becomes aware thereof. Buyer at its election may, within ten (10) days after receipt of such notice, terminate this Agreement by written notice to Seller and delivery of the Termination Deliveries, whereupon the parties shall be without further recourse or remedy hereunder. In the event this Agreement is not so terminated, then the sale of the Property shall be consummated as herein provided, the entire Purchase Price shall be paid to Seller prior to such condemnation, and Buyer shall be entitled to all awards payable by reason of such taking.
- 7.4. Seller shall notify Buyer of any damage or destruction to the Property promptly after Seller becomes aware of same.

8. Title. If Buyer desires to examine the title to the Property, it shall pay the cost thereof, and shall have thirty (30) days from the Effective Date to provide written notice ("Buyer's Title Notice") to Seller of Buyer's disapproval of any title exceptions. Seller, by written notice to Buyer given within five (5) business days of receipt of Buyer's Title Notice, shall notify Buyer of any title objections which Seller agrees to satisfy or cure. If Seller does not agree to cure or satisfy all such matters identified in Buyer's Title Notice, Buyer may terminate this Agreement by written notice to Seller given within ten (10) business days of Seller's receipt of Buyer's Title Notice or otherwise be deemed to have waived any title matter Seller has not agreed to cure or satisfy. If Seller does not respond to Buyer's Title Notice as provided above, Seller shall be deemed not to have agreed to satisfy or cure the title matters set forth therein. If Seller is unwilling to cure or satisfy all such matters identified in Buyer's Title Notice and Buyer refuses to waive such matters, either party may terminate this Agreement by written notice to the other given within five (5) business days of receipt of Buyer's Title Notice. In the event this Agreement is terminated under this Section 8, all obligations, liabilities and rights of the parties under this Agreement shall terminate upon satisfaction of the Termination Deliveries. If Seller has elected to cure or to satisfy any title matter, such matter shall be cured or satisfied by Seller at or prior to the Closing, or as necessary, the Closing may be extended, at the request of the Seller and agreement of the Buyer so as to allow the Seller to address the outstanding title issues.

9. Possession and Condition of the Property. Full possession of the Property, free and clear of all tenants, occupants and personal property not specifically included in the Agreement, is to be delivered to the Buyer on or before the Closing Date, in the same condition in which it is on the date hereof, reasonable wear and tear and damage from casualty and condemnation excepted. The Buyer shall have the right to inspect the Property for compliance with this Section prior to delivery of the deed and upon reasonable notice to Seller within twenty four hours prior to the Closing Date.

10. Brokers. Buyer and Seller each hereby acknowledge, represent, and warrant to the other that neither has engaged a broker associated with this transaction and that each of them shall indemnify and hold the other harmless from and against any claims for commissions, finder's fees or otherwise, including all reasonable attorneys' fees and costs associated in addressing any such claim.

11. Representation and Warranties.

11.1. Representations of the Seller. The Seller hereby represents and warrants to, and covenants and agrees with, the Buyer, as of the Effective Date and as of the Closing Date, that:

(a) Authority. Seller, MHRC, has been duly organized and is validly existing and in good standing as a non-profit corporation under the laws of the State of New Hampshire. Seller, MFD, has been duly organized and is validly existing and in good standing as a _____ under the laws of the State of New Hampshire. Seller has full power to execute, deliver and carryout the terms and provisions of this

Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Agreement. This Agreement constitutes the legal, valid and binding obligation of Seller enforceable in accordance with its terms. No order, permission, consent, approval, license, authorization, registration or validation of, or filing with, or exemption by, any governmental agency, court, commission, board or public authority is required to authorize, or is required in connection with, the execution, delivery and performance of this Agreement by Seller or the taking by Seller of any action contemplated by this Agreement.

(b) No Conflict. The execution and delivery of, and consummation of the transactions contemplated by this Agreement are not prohibited by, and will not conflict with, constitute grounds for termination of, or result in the breach of any of the agreements or instruments to which Seller is now a party or by which it or the Property is bound, or any order, rule or regulation of any court or other governmental agency or official.

(c) Ownership of Property. Seller is the legal fee simple titleholder of the Property and has good, marketable and insurable (at normal rates) title thereto. Seller, at its sole cost and expense, has obtained all required consents, releases and permissions and will have complied with all applicable statutes, laws, ordinances and regulations of every kind and nature, to the extent necessary and/or required, in order to convey to Buyer title to the Property.

(d) Rights in Others. No person or other entity has any right or option to acquire, lease or occupy all or any portion of the Property, except as set forth in Section 5.

(e) Leases. There are no leases, subleases, licenses or other rental agreements or occupancy agreements (written or verbal) in force or effect which grant any possessory interest in or to any space situated on or in the Property or that otherwise give rights with regard to use of the Property, except as set forth in Section 5.

(f) Other Covenants, Restrictions and Encumbrances. There are no restrictive covenants, assessments, pending assessments, "no protest" agreements, developer extension agreements, notices of lis pendens, notices of lease, notices of contract, notices of sale or option agreements, attachments, mortgages or similar covenants, encumbrances or restrictions affecting or encumbering the Property

(g) Service Contracts. There are no service, maintenance, supply or management contracts affecting the Property.

(h) Compliance with Law. Neither Seller nor the Property is in violation of any zoning, building, health, traffic, environmental, flood control, or other applicable laws, regulations, ordinances and rulings of any local, state and federal authorities or any other governmental entity having jurisdiction over the Property.

(i) No Violation Notice. Seller has not received notice: (1) from any federal, state, county or municipal authority alleging any fire, health, safety, building, pollution, environmental, zoning or other violation of law in respect of the Property or any part thereof; (2) concerning the possible or anticipated condemnation of any part of the Property, or the widening, change of grade or limitation on use of streets abutting the same or concerning any special taxes or assessments levied or to be levied against the Property or any part thereof; (3) from any insurance company or bonding company of any defects or inadequacies in the Property or any part thereof, which would adversely affect the insurability of the same or cause the imposition of extraordinary premiums or charges therefor or of any termination or threatened termination of any policy of insurance or bond; and (4) from the grantor or holder of any easement or license with respect to the Property, alleging any default or breach by Seller of the applicable provisions thereof.

(j) Public Improvements. To the best of Seller's knowledge, there are no existing or proposed eminent domain proceedings, which would affect the Property in any way whatsoever. To the best of Seller's knowledge, there are no presently planned public improvements which would result in the creation of a special assessment or similar lien upon the Property.

(k) Assessments. No assessments for public improvements have been made against the Property which are unpaid, including, without limitation, those for construction of sewer or water lines, streets, sidewalks or curbs nor, to the best of Seller's knowledge, are any such assessments pending or threatened.

(l) Utilities. Neither Seller nor any of Seller's agents have entered into any agreements in connection with any utilities for the Property, other than as may already exist of record. Neither Seller, nor to the best of Seller's knowledge, any prior owner of the Property has received notice of any fact or condition existing would or could result in the termination or reduction of the current access from the Property to existing roads and highways, or to sewer or other utility services available to the Property.

(m) Hazardous Substances. Except as set forth on Schedule 11.1(m) attached hereto, Seller (1) has never generated, stored or disposed of any Hazardous Material (as defined below) on the Property, (2) has no knowledge of the generation, storage or disposal of any Hazardous Material on the Property by any other person or entity, and (3) has not received notice from any governmental authority, and has no knowledge, regarding the presence or alleged presence of any Hazardous Material on the Property. Except as set forth on Schedule 11.1(m), Seller has no knowledge of the existence of, and has not obtained or had performed on its behalf, any hazardous waste or environmental report, geotechnic study, soil report or other engineering report or study with respect to the Property. Except as set forth on Schedule 11.1(m), to the best of Seller's knowledge, there is not now, nor has there ever been, any underground storage tank located on or under the Property. Except as set forth on Schedule 11.1(m), neither Seller nor, to the best of Seller's knowledge, any other

owner of the Property has filed any notice under any federal or state law indicating past or present treatment, storage, release or disposal of any Hazardous Material on the Property. Except as set forth on Schedule 11.1(m), neither Seller nor, to the best of Seller's knowledge, any other owner of the Property, has received any notice to the effect that it may be liable as a result of a release or threatened release of a Hazardous Material from, the Property and neither Seller nor, to the best of Seller's knowledge, any other owner of the Property has material contingent liability in connection with any such release or threatened release. Except as set forth on Schedule 11.1(m), to the best of Seller's knowledge, there have been no past, and there are no present, pending or threatened actions or proceedings by any governmental agency or any other entity regarding public health risks with respect to the environmental condition of the Property, or the disposal or presence of Hazardous Material or regarding any Environmental Law. Except as set forth on Schedule 11.1(m), there is no lien, encumbrance or preferential arrangement of any kind in favor of any governmental entity for: (1) any liability under any Environmental Laws, or (2) damages arising from, or costs incurred by such governmental entity in response to, a release or threatened release of a Hazardous Material from the Property. The term "Environmental Laws" means all federal, state or local laws, ordinances, requirements and regulations (including consent decrees and administrative orders) relating to health, safety, wetlands, industrial hygiene, waste disposal, or the protection of the environment, including, without limitation: the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the federal Superfund Amendments and Reauthorization Act of 1986, the federal Resource Conservation and Recovery Act of 1976, the federal Clean Air Act, the federal Water Pollution Control Act and the federal Clean Water Act of 1977, the federal Insecticide, Fungicide and Rodenticide Act, the federal Pesticide Act of 1978, the federal Toxic Substances Control Act, the federal Safe Drinking Water Act, the federal Hazardous Materials Transportation Act and all amendments thereto and regulations adopted and publications promulgated pursuant thereto. The term "Hazardous Material" includes, without limitation, oil and petroleum products, asbestos, asbestos-containing materials, polychlorinated biphenyls, radon, urea formaldehyde, radioactive materials, pesticides and all other materials classified or regulated as hazardous or toxic under any Environmental Law.

(n) Litigation. There is no pending or, to Seller's knowledge, threatened action, litigation or governmental proceeding affecting or relating to Seller or the Property that could result in any encumbrance to the Property, affect the validity or enforceability of this Agreement or any other instrument or document to be delivered by Seller in connection with the transactions contemplated hereby or the performance of Seller under this Agreement or under any of such other instruments or documents, or the ability of Buyer to acquire, own and develop the Property for the Project, and Seller is not aware of any basis for any such action, litigation or governmental proceeding.

(o) To the best of Seller's knowledge, there are no threatened, pending or proposed (1) proceedings to condemn, or to purchase in lieu thereof, all or any part of the Property, (2) reassessments or special assessments or penalties or interest with respect to the Property or any other assessments applicable to the Property, (3) proceedings before any court or administrative agency, the adverse resolution of which would have an adverse effect on the value or operations of the Property, or (4) any other impediments that could significantly interfere with the Buyer's use or disposition of the Property or the value or operations of the Property.

(p) Full Disclosure. None of the representations or warranties in this Agreement by Seller, nor any descriptive information concerning the Property set forth in this Agreement, nor any document, statement, certificate, schedule or other information furnished or to be furnished to Buyer by Seller on its behalf in connection with this Agreement, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements of fact contained therein not misleading.

(q) Maintenance of Property. Seller shall maintain the Property through the time of closing in the same condition or repair that exists on the date of this Agreement, reasonable wear and tear accepted.

It shall be a condition of Buyer's and Seller's obligation to close under this Agreement that the foregoing representations made by the Seller were materially true when made and remain materially true as of the Closing Date. Said representations shall survive acceptance of the Deed by the Buyer at Closing.

11.2. The Buyer hereby represents and warrants to, and covenants and agrees with, the Seller, as of the Effective Date and as of the Closing Date, that:

(a) Organization. The Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of New Hampshire and has full corporate power and authority to own its properties and to conduct the business in which is it now engaged.

(b) Authority. The execution and delivery by the Buyer of this Agreement and any other documents, agreements, instruments or certificates delivered to Seller by the Buyer in connection with this Agreement (collectively, the "Buyer Transaction Documents"), the performance by the Buyer of its covenants and agreements under the Buyer Transaction Documents, and the consummation by the Buyer of the transactions contemplated by the Buyer Transaction Documents have been duly authorized by all necessary limited liability company action. The Buyer Transaction Documents constitute valid and legally binding obligations of the Buyer, enforceable against the Buyer in accordance with their respective terms.

(c) No Legal Bar; Conflicts. Neither the execution and delivery of the Buyer Transaction Documents, nor the performance or consummation of the transactions contemplated thereby: (1) violates any provision of the Certificate of Formation or Operating Agreement of the Buyer; (2) violates any statute, ordinance, regulations, order, judgment or decree of any court or governmental agency or board; or (3) (i) conflicts with; (ii) or will result in any breach of any of the terms of; (iii) or will constitute a default under; (iv) or result in the termination of; (v) or the creation of any lien pursuant to the terms of: any contract, agreement, lien, permit, authorization, order, writ, judgment, injunction, decree, determination or arbitration award to which the Buyer is a party or by which the Buyer or any of its assets is bound. No consents, approvals or authorizations of, or filings with, any governmental authority or any other person or entity are required to be obtained by the Buyer in connection with the execution and delivery of the Buyer Transaction Documents, or the performance of the consummation of the transactions contemplated hereby.

(d) Litigation; Disputes. There are no claims, disputes, actions, suits, investigations or proceedings pending or, to the Buyer's knowledge, threatened against or prohibiting the purchase of the Property hereunder, or the execution or delivery of, or the performance of the transactions contemplated by, the Buyer's Transaction Documents, and no such claim dispute, action, suit, proceeding or investigation has been pending or, to the Buyer's knowledge, threatened during the five year period preceding the date of this Agreement, and, to the Buyer's knowledge, there is no basis for any such claim, dispute, action, suit, investigation or proceeding. The Buyer has no actual knowledge of any default under any such action, suit or proceeding. The Buyer is not in default in respect of any judgment, order, writ, injunction or decree of any court or of any federal, state, municipal or other government department, commissions, bureau, agency or instrumentality or any arbitrator.

It shall be a condition of Buyer's and Seller's obligation to close under this Agreement that the foregoing representations made by the Buyer were true when made and remain true as of the Closing Date. Said representations shall survive acceptance of the Deed by the Buyer at Closing.

12. Statutory Notification as to Map 766, Lot 14D.

12.1. Notification Regarding Radon Gas and Lead Paint: In compliance with the requirements of RSA 477:4-a, the following information is provided by Seller to Buyer:

- (i) Radon Gas: Radon gas, the product of decay of radioactive materials in rock may be found in some areas of New Hampshire. This gas may pass into a structure through the ground or through water from a deep well. Testing can establish its presence and equipment is available to remove it from the area or water.

- (ii) Lead Paint Before 1977: Paint containing lead may have been used in structures. The presence of flaking lead paint can present a serious health hazard, especially to young children and pregnant women. Tests are available to determine whether lead is present.

12.2. Notification Regarding Private Sewage Disposal System: In compliance with RSA 477:4-c, the following information is provided by Seller to Buyer:

- (i) Seller to provide whatever information it has available to it regarding the private sewage disposal system, if any, located on the Property, including the size of the tank, type of system, its location, malfunction, the age of the system, the date it was most recently serviced, and the name of the contractor who services the systems.

13. Apportionment and Adjustment. As this is City owned property for which the Seller is exempt from special assessments, taxes, water and sewage bills, there shall be no prorations necessary at Closing. Provided however, Seller shall be responsible for and shall hold Buyer harmless for all amounts incurred prior to the Closing Date, and Buyer shall be responsible for and hold Seller harmless for all amounts incurred after the Closing Date. Further, the Buyer shall be responsible for only fifty percent (50%) of all real estate transfer taxes as Seller is exempt from real estate transfer taxes and Seller hereby indemnifies and agrees to hold Buyer harmless from and against any claims asserted against Buyer or the Property in the nature of Seller's fifty percent (50%) of all real estate transfer taxes, including Buyer's reasonable attorneys' fees and costs. Buyer shall be solely responsible for all costs associated with the title examination and title insurance.

14. Closing. The Closing shall take place within fifteen days following full and complete satisfaction or waiver of all Contingencies (the "Closing Date"), or such other time as mutually agreed upon between the parties. The Closing shall occur at the Offices of Craven Law Firm, 740 Chestnut Street, Manchester, New Hampshire 03104 or such other location as is mutually convenient to the parties. Notwithstanding the foregoing or any other language contained in this Agreement to the contrary, the Seller shall have the right to extend the Closing Date for a period of not more than sixty (60) days as reasonably necessary to complete this transaction.

15. Default.

15.1. If despite Seller's reasonable efforts, Seller fails to perform all of its obligations hereunder and satisfy all conditions of Closing to be satisfied by Seller on or before the Closing Date, Buyer's sole and exclusive remedy shall be the right to exercise any one of the following remedies:

- (a) Buyer shall have the right to terminate this Agreement by notice to Seller, in which event all obligations of the parties under this Agreement shall terminate; or

(b) Buyer may seek specific performance of Seller's obligations hereunder.

15.2. In the event of a default by Buyer hereunder, Seller may terminate the Agreement, requiring Buyer to deliver all Termination Deliverables and the parties shall be without further recourse or remedy hereunder.

16. Notice and Other Communications. All notices under this Agreement shall be in writing and shall be delivered personally or shall be sent by: (i) hand, (ii) recognized overnight mail service (e.g., Federal Express, Tiger or DHL), (iii) facsimile, or (iv) prepaid registered or certified mail, return receipt requested, addressed as follows:

If to Seller:

With a copy to:

The City of Manchester
City Hall Plaza
Manchester, NH 03101
Attn:
(603) (fax)

If to Buyer:

With a copy to:

Danais Realty Group, Inc.
740 Chestnut Street
Manchester, NH 03104
Attn: Richard N. Danais
(603) 626-0046 (fax)

Craven Law Firm
740 Chestnut Street
Manchester, NH 03104
Attn: Jason M. Craven, Esquire
(603) 626-0046 (fax)

17. Assignment. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Notwithstanding the foregoing, Buyer shall not assign this Agreement or any rights or obligations hereunder without the prior written consent of the Seller, except that Buyer may assign its interests under this Agreement to an entity in which Richard N. Danais is an owner or manager.

18. Applicable Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New Hampshire, without reference to conflict of laws principles.

19. Forum Selection Clause. Any dispute between the parties must be brought and litigated in the New Hampshire Superior Court located in Hillsborough County (the location of the Property). The Parties agree that the Hillsborough County Superior Court will be the exclusive venue for litigation between the Parties, and all Parties consent to that court's exercise of jurisdiction over such an action, including subject matter and personal jurisdiction. The

Parties hereby waive all objections to venue in Hillsborough County, including forum non conveniens, AND HEREBY WAIVE TRIAL BY JURY.

20. Amendment of Agreement. This Agreement shall not be deemed or construed to be modified, amended, superseded, canceled, or waived in whole or in part, except by written amendment, signed by the Seller and the Buyer which specifically states that such modification, amendment, cancellation or waiver is made pursuant to this Section.

21. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted, except in cases where such unenforceable provision is a basic prerequisite for any party or both parties to enter into this Agreement, in which event the parties will negotiate in good faith a substitute provisions consistent with the intent of the unenforceable provision.

22. Attorney's Fees. In the event that either party materially breaches this Agreement or any of the obligations or undertakings that form a part of it, the breaching party shall be obligated to reimburse the non-breaching party for its reasonable attorney's fees and costs incurred as a result of such breach, regardless of whether suit is initiated.

23. Entire Agreement. This Agreement constitutes the entire agreement between the parties. This Agreement supersedes all proposals, oral or written and all negotiations, conversations, or discussions heretofore held between the parties related to this Agreement. The parties hereto acknowledge that they have not been induced to enter into the Agreement by any representations or statements, oral or written, not expressly contained herein.

24. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

25. Time of the Essence. Time is of the essence in this Agreement and each and every term and condition hereof. If any date for performance of any action or matter set forth in this Agreement falls on a weekend or national holiday, such date shall automatically be deemed by the parties to be required to be taken or performed on the next succeeding business day.

26. Recording. It is agreed that this Agreement shall not be filed for recording with any governmental authority or registry of deeds. If for any reason Buyer files or records a copy of this Agreement, Seller may elect to terminate this Agreement by written notice to Buyer, and in such event, Seller shall be entitled to the Deposit and upon receipt of such Deposit neither party shall thereafter have any further recourse one to the other hereunder, except for the Surviving Obligations.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

SELLER: _____
Manchester Housing & Redevelopment Corporation

By: _____
Name:
Title:
Duly Authorized
SELLER
Manchester Fire Department

By: _____
Name:
Title:
Duly Authorized
BUYER
Danais Realty Group, Inc.

By: _____
Richard N. Danais, President
Duly Authorized

EXHIBIT A

PLAN NO. 36507

Schedule 6.4

Required Adjustments to RP Zone

4.01 A. Base Districts

EXISTING:

15. *Research Park District (RP)*. The purpose of the Research Park District is to set aside and retain contiguous tracts of land capable of supporting large scale integrated development of professional offices, educational and research and development functions in a planned park or campus-like setting in well-designed high quality buildings which are compatible with their natural surroundings, incorporating sufficient buffers to insulate surrounding residential areas from adverse impacts.

CHANGE TO:

15. *Research Park District (RP)*. The purpose of the Research Park District is to set aside and retain contiguous tracts of land capable of supporting large scale integrated development of professional offices, educational and research and development functions, in addition to commercial and light industrial uses associated with the production of goods, materials and knowledge. Retail service businesses may be permitted to the extent that they service the workforce and surrounding areas. It is expected that parcels in the RP zone would be developed in a planned park or campus-like setting in well-designed high quality buildings which are compatible with their natural surroundings, incorporating sufficient buffers to insulate surrounding residential areas from adverse impacts.

Section 5.10 Table of Principal Uses

<u>Use</u>	<u>Existing</u>	<u>Change to</u>
Other manufacturing, fabrication, and assembly facilities	P	No change
Materials Research and testing	P	No change
Wholesale bakery or food processing	CU	P
Printing and Publishing	P	No change
R&D	P	No change
Small scale assembly, fabrication, and craftsmen businesses	--	P

<u>Use</u>	<u>Existing</u>	<u>Change to</u>
Warehousing or wholesale storage and distribution	--	P
Truck or rail terminal	--	CU
Primary manufacturing facilities	--	CU
Telecommunication Towers	--	P
Telecommunication Antennas	P	No change
Radio/TV stations, offices, studios	P	No change
Telephone, telecommunication and cable service operations	CU	P
Essential Public Services	CU	P
Convenience retail up to 8000 sq.ft.	--	No change
Convenience Retail more than 8000 sq.ft.	--	No change
Limited retail, restaurant, hotel services zone	CU	No change
Restaurant up to 5000 sq.ft. w/o drive up	--	No change
Restaurant more than 5000 sq.ft w/o drive up	--	No change
Restaurant up to 5000 sq.ft. w/ drive up	--	No change
Restaurant more than 5000 sq.ft w/ drive up	--	No change
All drive through establishments	--	No change
Banking, financial, real estate and ins. Offices	CU	No change
Other business and professional Offices	CU	P
Offices of health care practitioners and Outpatient health care	CU	P
Rehabilitation centers	--	P
Health Care offices	CU	P
Medical and Dental Labs	P	No change
Medical R&D	CU	P

<u>Use</u>	<u>Existing</u>	<u>Change To</u>
Hotels and motels and extended stay facilities	--	CU
Conference, Trade or Convention Center	CU	No change
Indoor health & fitness center	P	No change
Domestic Laundry	--	P
Photo studio	--	P
Photo labs, mailing services, copy centers and sign shops	CU	P
Industrial laundry, dyers	--	P
Large appliance repair	--	P
Equipment Rental	--	CU
Business Equipment Repair	--	P
Commercial Child Day Care	P	No change
Adult Day Care	--	CU
Municipal Facilities	P	No change

Section 5.11 Table of Accessory Uses

<u>Use</u>	<u>Existing</u>	<u>Change to</u>
Accessory buildings and appurtenant structures	CU	P
Accessory Outside Storage	--	P
Accessory office and warehousing for manufacturers use	P	No change
Dwelling Unit for caretaker	CU	P
Cafeteria, recreation and fitness facilities for employees	P	No change
Child Care primarily serving employees	P	No change

Matthew Normand
City Clerk



Kathleen Gardner
Deputy City Clerk

CITY OF MANCHESTER
Office of the City Clerk

MEMORANDUM

TO: Leon Lafreniere
Community Development Director

FROM: Matthew Normand
City Clerk 

DATE: May 27, 2010

RE: Rezoning Application for Hackett Hill Project

Please be advised that I have received the application for the proposed amendment to the Zoning Map/Text associated with the Hackett Hill Development project and forwarding the same for your technical review and response.

Enclosure

Proposed Amendment to the Zoning Map

at

Tax Map 766, Lot 14D and a portion of Tax Map 766, Lot 15

Hackett Hill Road

****AND****

Proposed Amendment to Text of Zoning Ordinance

for the

Research Park District

Off Hackett Hill Road

Submitted to:

The Honorable Board of Mayor and Alderman

City of Manchester, New Hampshire

May 27, 2010

Applicant: Danais Realty Group, Inc.
740 Chestnut Street
Manchester, New Hampshire 03104

Prepared By: Jason M. Craven, Esquire
Craven Law Firm
740 Chestnut Street
Manchester, New Hampshire 03104
(603) 296-0800 phone
(603) 626-0046 fax
jmcraven@cravenlawfirm.com

603 296 0800

RECEIVED
MAY 27 2010

TABLE OF CONTENTS

Cover Letter

Section I: Proposed Amendment to Zoning Map pursuant to Article 16.02(A)

Map showing existing districts and changes pursuant to Article 16.02(A)(3)

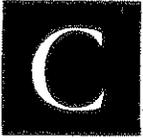
Section II: Proposed Amendment to Text of Zoning Ordinance pursuant to Article 16.02(B)

Zoning Map (partial) pursuant to Article 16.02(B)(4)

List of Owners and Abutters

COVER LETTER

3-27



Craven Law Firm

Attorneys At Law

May 27, 2010

Hand Delivered

City of Manchester
Board of Mayor and Alderman
One City Hall Plaza
Manchester, New Hampshire 03101

Re: Proposed Amendment to the Zoning Map
TM 766, Lot 14D and a portion of TM 766, lot 15 and a portion of TM 767, Lot 3A
Hackett Hill Road, Manchester, New Hampshire

and

Proposed Amendment to the Text of Zoning Ordinance
Research Park District

Dear Honorable Board of Mayor and Alderman:

On behalf of Danais Realty Group, Inc., I am submitting this request for approval and adoption of a proposed zoning map amendment to the Official Zoning Map of the City of Manchester for the purpose of re-zoning the subject parcels, currently owned by the City of Manchester Fire Department and the Manchester Housing and Redevelopment Corporation, from the Research Park District (RP) to the Neighborhood Business District (B-1). The intent of this re-zoning is to establish parcels that, due to their unique location to the sizeable abutting Northwest Business Park, can provide the desired neighborhood center amenities allowing for such uses as retail, restaurant and services to benefit and support the Park and the surrounding community.

In addition, we request approval and adoption of the proposed amendments to the text of the City of Manchester Zoning Ordinance for the purpose of modifying the definition of the Research Park District and modifying the permitted uses within the Research Park District. The intent of these amendments is to allow for more flexibility of uses within the Research Park District while generally maintaining the spirit of the zoning.

740 Chestnut Street, Manchester, NH 03104

Ph 603-296-0800 Fax 603-626-0046

jmcraven@cravenlawfirm.com

Craven Law Firm is a registered trade name of Jason M. Craven, PLLC

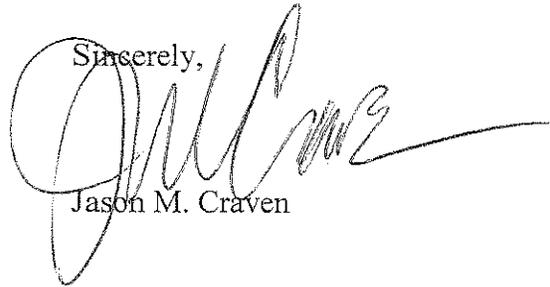
3-28

City of Manchester
Board of Mayor and Alderman
Re: Proposed Zoning Amendments
May 27, 2010
Page Two of Two

Currently, the Applicant is in the process of finalizing a purchase agreement with the City of Manchester and the Manchester Housing and Redevelopment Corporation that will be presented soon to the Board for consideration. With these relatively modest adjustments to this uniquely zoned area of the City, the Applicant will be reasonably able to develop the Business Park which will result in significant economic activity in the area, including substantial temporary (construction) and permanent jobs, as well as meaningful tax revenues to the City.

In accordance with Articles 16.02(A) and 16.02(B) of the City of Manchester Zoning Ordinance, I enclose information and documentation in support of this request. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Craven", written over the typed name "Jason M. Craven". The signature is fluid and cursive.

Jason M. Craven

JMC:law

Enclosures

cc: Danais Realty Group, Inc.

SECTION I

3-30

SECTION I

Proposed Amendment to Zoning Map pursuant to Article 16 of the Zoning Ordinance

16.02(A)(1):

Map 766, Lot 14D, a portion of Map 766, Lot 15 (aka Lot 11 as shown on a plan titled "Subdivision Plat – 1 prepared by Oest Associates, Inc." as recorded as Plan No. 36507 in the Hillsborough County Registry of Deeds, and a small portion of Map 767, Lot 3A.

16.02(A)(2):

The purpose and intent of the proposed amendment to change the zoning on the subject parcels from Research Park (RP) to Neighborhood Business District (B-1) to allow for retail and service establishments, including retail, service and restaurant uses intended to serve the general population of the Hackett Hill area as well as the intended development of the Northwest Business Park at Hackett Hill. Currently, the area is devoid of such convenience uses that would be in high demand upon development by the population of the area.

16.02(A)(3):

See attached plan.

16.02(A)(4):

It is expected that this change would only have a positive impact on the affected district and adjacent neighborhoods. The change only involves the subject parcels identified above, which sit on either side of Hackett Hill Road closest to Route 3A. The portion of Tax Map 767, Lot 3A, is a nominal sliver of that parcel that is currently zoned as RP, despite the fact that the majority of the parcel is zoned R-S. This small portion of Tax Map 767, Lot 3A is the result of the existing zoning lines not corresponding with existing property lines. Tax Map 766, Lot 15 (aka Lot 11 as shown on a plan titled "Subdivision Plat – 1 prepared by Oest Associates, Inc." as recorded as Plan No. 36507 in the Hillsborough County Registry of Deeds) will serve as the new home to the Manchester Fire Department and will remain under the ownership of the City of Manchester. Tax Map 766, Lot 14D is intended to be developed under the proposed B-1 district to provide convenience type services to the area, something that is entirely lacking. This relatively minor amendment to the zoning will allow these lots that sit on Hackett Hill Road to be developed into attractive structures that bring needed services to the area versus developing these lots for Research Park dedicated uses. Abutting lots are zoned primarily RP, include significant open space/buffer zones, including a CV zone. One lot, Tax Map 767, Lot 3A is zoned R-S. The mere availability of convenience type services in this area will benefit the area as a whole.

16.02(A)(5):

The proposed change is made in conjunction with the intended development of the Northwest Business Park. Having the Park developed will bring significant economic benefits to the City in the way of increase real estate taxes on land previously sitting dormant and untaxed. In addition, a part of the overall development, the City will receive a new fire station for the Hackett Hill area to replace the existing "temporary" station. It is expected that initially the new station will not require additional manpower or equipment, but that the station would be designed to accommodate future growth and the possibility of a facilities sharing arrangement with Hooksett. The development of these lots under a new B-1 zone will not have any environmental impact, and likely would have a lesser impact than if the lots were developed under the existing RP zone. By changing the zone on these lots, the remaining lots of the Northwest Business Park can be developed under the RP zone in existence from time to time. The overall development will bring jobs, both temporary (construction) and permanent to the area.

16.02(A)(6):

Please see list of abutters

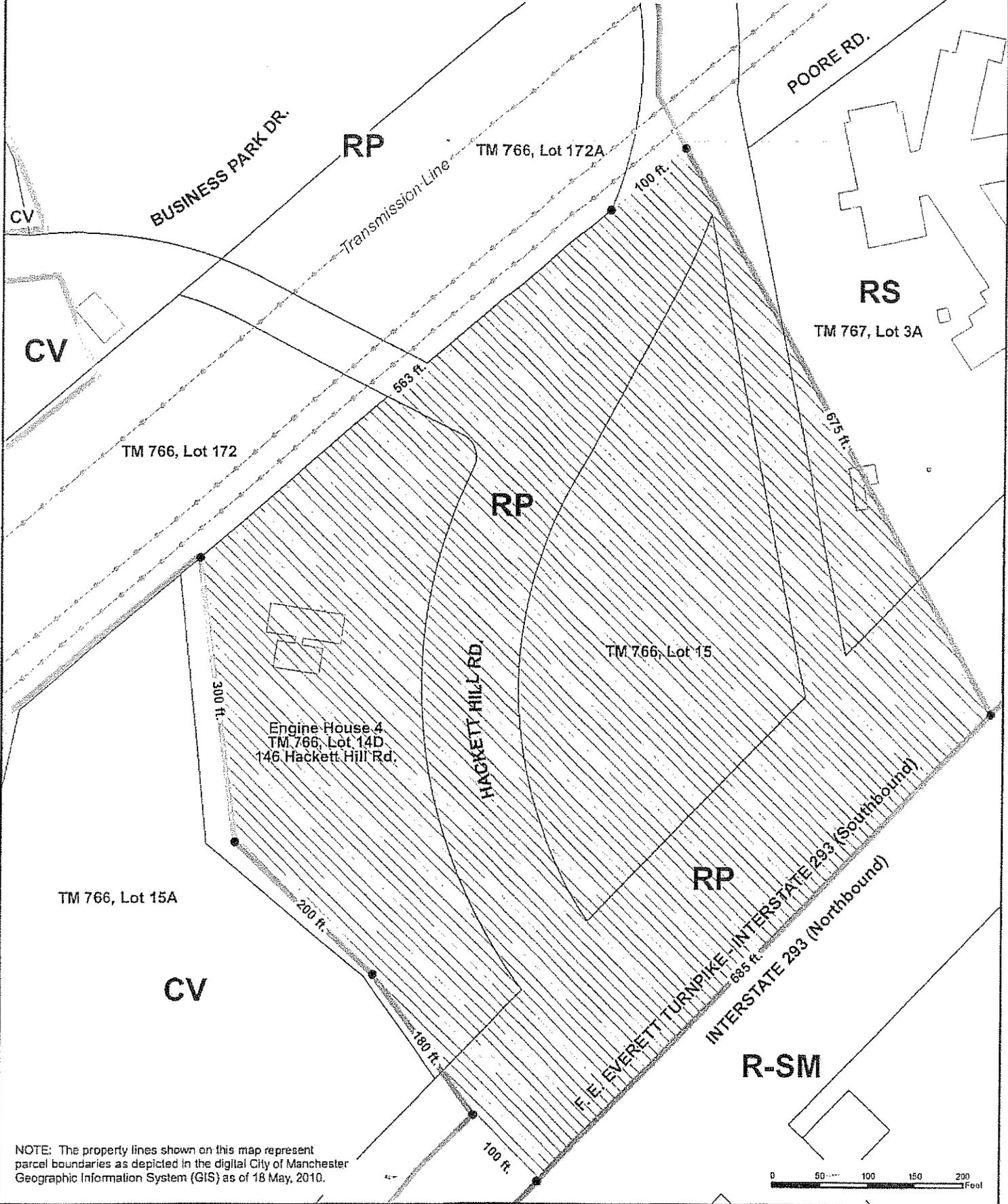
16.02(A)(7):

Attached.

MAP OF PROPOSED CHANGES

3-33

Proposed Rezoning in Vicinity of Engine House 4 on Hackett Hill Road



NOTE: The property lines shown on this map represent parcel boundaries as depicted in the digital City of Manchester Geographic Information System (GIS) as of 18 May, 2010.

1. Map created by the City of Manchester Planning & Community Development Department (D. Beauchesne) on May 26, 2010.

Zoning District Boundary

App. 11.5 acre RP area proposed to be rezoned to B1

3-34

SECTION II

SECTION II

Proposed Amendment to TEXT of Ordinance pursuant to Article 16 of the Zoning Ordinance

16.02(B)(1):

Proposed Amendment to the Zoning Ordinance of the City of Manchester (RP Zone) by revising Section 4.01 A. Base Districts and Section 5.10 Table of Principal Uses as follows (Note: Deletions shown as ~~struck through~~, new text shown *italicized*):

~~A. Amend the Zoning Ordinance of the City of Manchester, Article 4, Section 4.01A Base Districts 15. Research Park District (RP). The purpose of the Research Park District is to set aside and retain contiguous tracts of land capable of supporting large scale integrated development of professional offices, educational and research and development functions in a planned park or campus like setting in well designed high quality buildings which are compatible with their natural surroundings, incorporating sufficient buffers to insulate surrounding residential areas from adverse impacts.~~

15. Research Park District (RP). The purpose of the Research Park District is to set aside and retain contiguous tracts of land capable of supporting large scale integrated development of professional offices, educational and research and development functions, in addition to commercial and light industrial uses associated with the production of goods, materials and knowledge. It is expected that parcels in the RP zone would be developed in a planned park or campus-like setting in well-designed high quality buildings which are compatible with their natural surroundings, incorporating sufficient buffers to insulate surrounding residential areas from adverse impacts.

B. Amend the Zoning Ordinance of the City of Manchester, Article 5, Section 5.10 Table of Principal Uses:

<u>Use</u>	<u>Existing</u>	<u>Change to</u>
Small scale assembly, fabrication and craftsmen businesses with no outside storage or machinery	Not permitted	<i>Conditional Use</i>
Warehousing or wholesale storage and distribution facilities	Not permitted	<i>Permitted</i>
Primary manufacturing industries	Not permitted	<i>Conditional Use</i>
Telephone, telecommunication & cable service operations and maintenance facilities	Conditional Use	<i>Permitted</i>
Essential public services, utilities and appurtenances	Conditional Use	<i>Permitted</i>
Other business and professional offices	Conditional Use	<i>Permitted</i>
Offices of health care practitioners and outpatient health care	Conditional Use	<i>Permitted</i>

<u>Use</u>	<u>Existing</u>	<u>Change to</u>
Physical & occupational rehabilitation centers	(New Category)	<i>Permitted</i>
Medical Research & Development	Conditional Use	<i>Permitted</i>
Adult day care facilities	Not permitted	<i>Conditional Use</i>

16.02(B)(2):

The purpose and intent of the proposed amendment to adjust the permitted uses within the Research Park (RP) zone to allow for a more mixed use business park development that is in line with the market trends. This development has sat idle for many years. After two attempts by the City to issue RFPs for potential purchasers/developers for the project, only one complete and acceptable proposal was received. One of the major deterrents to development under the existing RP zone is that it limits uses primarily to those for which there is little to no demand. By amending the text of the Ordinance to adjust the description of a Research Park District and include certain permitted uses as set forth above, it is believed that the viability of developing this area vastly increases.

16.02(B)(3):

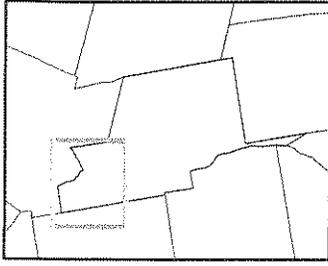
The proposed change is made in conjunction with the intended development of the Northwest Business Park. Having the Park developed will bring significant economic benefits to the City in the way of increased real estate taxes on land previously sitting dormant and untaxed. In addition, as part of the overall development, the City will receive a new fire station for the Hackett Hill area to replace the existing “temporary” station. It is expected that initially the new station will not require additional manpower or equipment, but that the station would be designed to accommodate future growth and the possibility of a facilities sharing arrangement with Hooksett. By permitting additional uses within the RP District, the development of the Park becomes economically possible allowing the City to realize the foregoing benefits. It is expected that once completed, the business park will generate approximately \$1,600,000.00 in annual tax revenues for the City. In addition, the additional permitted uses will not create any material increased environmental impacts. The lots will remain under the RP zone allowing for an array of complimentary mixed uses, the highest and best uses for the development. Finally, the development will produce significant temporary (construction) and permanent jobs for the area.

16.02(B)(4):

There exists only one (1) Research Park District in all of Manchester, located in the northwest corner of the City. The attached Zoning Map shows the various zoning districts that exist in the vicinity of the Research Park District. However, the property that comprises the Research Park District is such that the uses will be primarily contained within the park like setting of the Northwest Business Park.

ZONING MAP (partial)

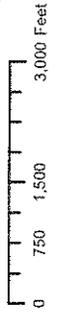
3-31



Area Map Showing Extent Of Map At Left



3-40



DISCLAIMER

The information appearing on this map is for the convenience of the user and is not an official public record of the City of Manchester. It is derived from various sources, including aerial photography, street maps, and other data. All boundaries, measurements, and other data are subject to change and may be updated from time to time. The City of Manchester makes no warranties, expressed or implied, concerning the accuracy, completeness, or reliability of the information for any particular use. The City of Manchester is not liable for any damages or losses resulting from the use of this information. The official public records of various City, County, and State Government agencies and departments, and available for inspection and copying during normal business hours.

LIST OF OWNERS AND ABUTTERS

3-41

Proposed Amendment to Zoning Map pursuant to Article 16 of the Zoning Ordinance

Attachment 16.02(A)(6) – List of owners and abutters

		Applicant:
		Danais Realty Group, Inc. 740 Chestnut Street Manchester, NH 03104 (603) 644-4600 phone
Tax Map	Lot	Owners:
766	14D	City of Manchester One City Hall Plaza Manchester, NH 03101
766	15	Manchester Housing & Redev. Corp. 157 Chestnut Street Manchester, NH 03101
Tax Map	Lot	Abutters:
766	15A	Dalser Realty, LLC 220 Hackett Hill Road Manchester, NH 03102
767	13A	HCRI New Hampshire Prop, LLC 191 Hackett Hill Road Manchester, NH 03102
767	2	PSNH PO Box 330 Manchester, NH 03105
766	15A	The Nature Conservancy 4245 N. Fairfax Drive Arlington, VA 22203-1606
N/A NH Highway System FE Everett Turnpike	N/A	New Hampshire Dept of Transportation John O. Morton Building PO Box 483 Concord, NH 03302-0483



CITY OF MANCHESTER
PLANNING AND COMMUNITY DEVELOPMENT

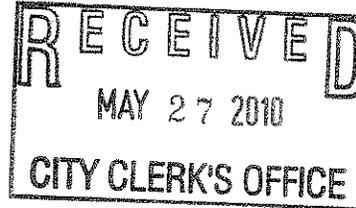
Planning and Land Use Management
Building Regulations
Community Improvement Program
Zoning Board of Adjustment

Leon L. LaFreniere, AICP
Director

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

Matthew M. Sink
Deputy Director - Building Regulations

May 27, 2010



Honorable Board of Mayor and Aldermen
City of Manchester
One City Hall Plaza
Manchester, NH 03101

*Subject: Technical Review of Proposed Changes to Zoning Map & Ordinance
(Hackett Hill Research Park)*

Honorable Mayor & Aldermen:

In accordance with the adopted procedure on rezoning requests, our department is providing a report on the technical merits of the proposed zoning changes brought forward by James M. Craven, Esquire, on behalf of the Danais Realty Group, Inc. The requests include the following: 1) amend the Zoning Map by rezoning to B-1 the majority of Lot 14D on Tax Map 766, a portion of Lot 15 on Tax Map 766 (also known as Lot 11 on the Oest subdivision plan) and a small portion of Lot 3A on Tax Map 767; 2) amend Section 4.01 A. (15) of the Zoning Ordinance regarding the purpose of the Research Park (RP) District; and 3) amend Section 5.10 of the Zoning Ordinance by modifying the allowed uses within the Research Park zoning district.

The first request proposes to change approximately 11.5 acres of land currently zoned RP to B-1, which is the Neighborhood Business District. The B-1 District is intended to provide limited areas to locate small scale retail and service establishments, providing convenience to neighborhood residents. Its purpose is not to allow uses that would generate heavy vehicular traffic or excessive noise or lighting. While the proposal introduces a new zoning district to the area and is not an extension of an existing district, the land area proposed for the rezoning is consistent with other smaller B-1 zoned parcels within the City.

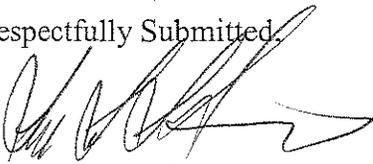
The second request proposes an amendment to the purpose/description of the RP District. In addition to the language that currently describes the intent of the Research Park District, the applicant proposes adding language that would permit *commercial and industrial uses associated with the production of goods, materials and knowledge*. Should the BMA determine that the allowed uses in the Research Park District should be modified (as described below), then the request to modify the purpose of the District should also be modified, as proposed.

The third request proposes some changes to the allowed uses within the Research Park District, either by right or by Conditional Use Permit. Those uses are outlined in the application submitted by the Danais Realty Group. Uses which are not currently permitted in the RP District by right or by Conditional Use, and which are proposed to be allowed are as follows: *small scale assembly, fabrication and craftsmen businesses with no outside storage or machinery; warehousing or wholesale storage and distribution facilities; primary manufacturing industries; and adult day care facilities.* A proposed new use, *physical & occupational rehabilitation centers,* would also be permitted. While the requested permitted uses represent a shift from the uses originally envisioned for the research park, they may very well be uses that the BMA believes are appropriate for the development of this property. Changes to the Zoning Ordinance and/or map are at the pleasure of the BMA.

From a technical perspective, the proposed zoning changes are in order and may be forwarded to public hearing.

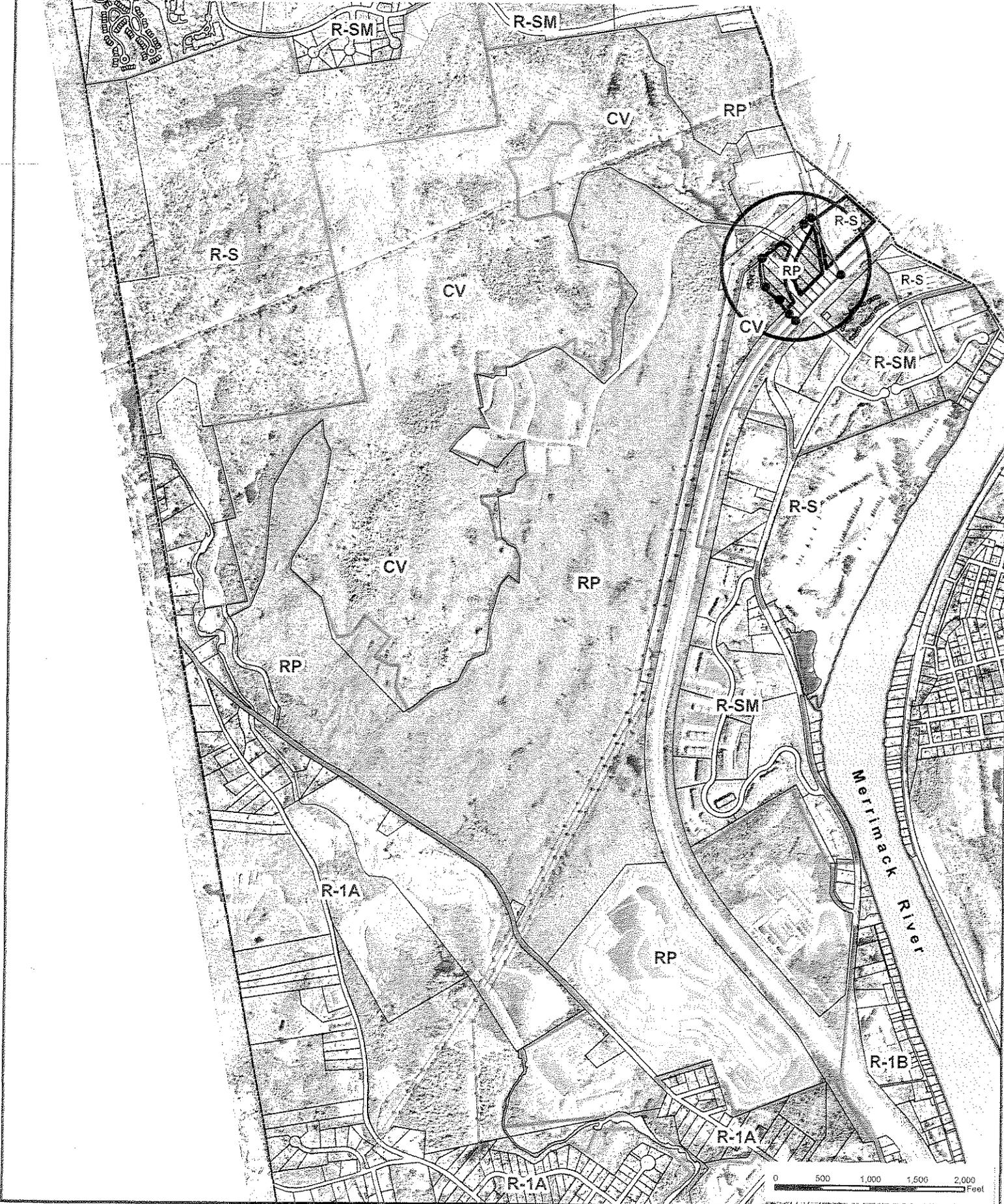
If you have any questions, I will be available at your meeting.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Leon L. LaFreniere', with a long, sweeping horizontal stroke at the end.

Leon L. LaFreniere, AICP
Director of Planning & Community Development

Extent of RP Zoning District in Vicinity of Hackett Hill



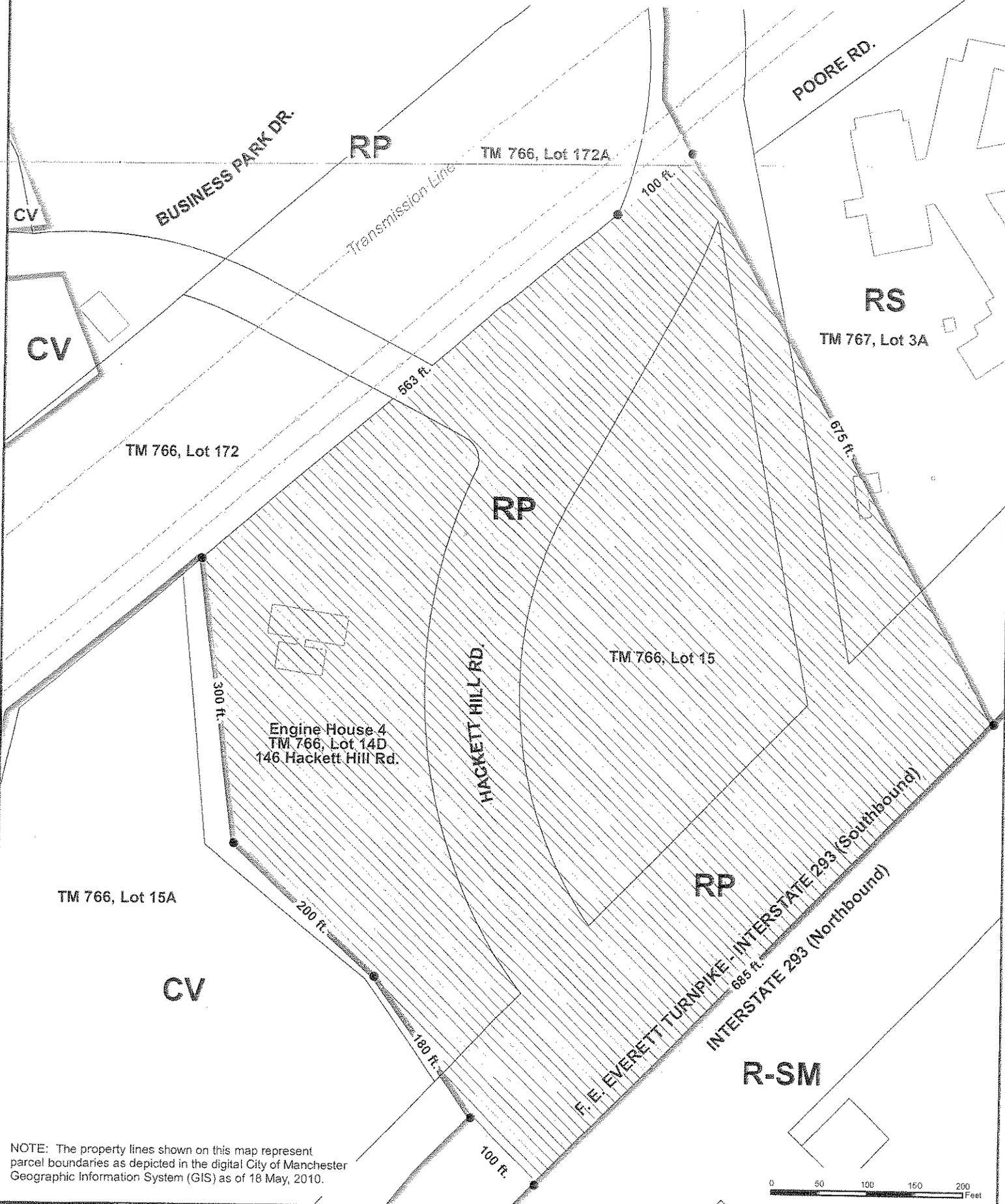
1. Map created by the City of Manchester Planning & Community Development Department (D. Beauchesne) on May 21, 2010.

3-45

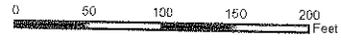
Zoning District Boundary

App. 11.5 acre RP area proposed to be rezoned to B1

Proposed Rezoning in Vicinity of Engine House 4 on Hackett Hill Road



NOTE: The property lines shown on this map represent parcel boundaries as depicted in the digital City of Manchester Geographic Information System (GIS) as of 18 May, 2010.



1. Map created by the City of Manchester Planning & Community Development Department (D. Beauchesne) on May 26, 2010.

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Zoning District Boundary

App. 11.5 acre RP area proposed to be rezoned to B1



City of Manchester New Hampshire

In the year Two Thousand and Ten

AN ORDINANCE

“Amending the Zoning Ordinance of the City of Manchester (RP Zone) by revising Section 4.01 A. Base Districts and Section 5.10 Table of Principal Uses.”

(Note: Deletions shown as ~~struck through~~, new text shown *italicized*).

BE IT ORDAINED, By the Board of Mayor and Aldermen of the City of Manchester, as follows:

~~SECTION I. Amend the Zoning Ordinance of the City of Manchester, Article 4, Section 4.01A Base Districts 15. Research Park District (RP). The purpose of the Research Park District is to set aside and retain contiguous tracts of land capable of supporting large scale integrated development of professional offices, educational and research and development functions in a planned park or campus-like setting in well designed high quality buildings which are compatible with their natural surroundings, incorporating sufficient buffers to insulate surrounding residential areas from adverse impacts.~~

15. Research Park District (RP). The purpose of the Research Park District is to set aside and retain contiguous tracts of land capable of supporting large scale integrated development of professional offices, educational and research and development functions, in addition to commercial and light industrial uses associated with the production of goods, materials and knowledge. It is expected that parcels in the RP zone would be developed in a planned park or campus-like setting in well-designed high quality buildings which are compatible with their natural surroundings, incorporating sufficient buffers to insulate surrounding residential areas from adverse impacts.

SECTION II. Amend the Zoning Ordinance of the City of Manchester, Article 5, Section 5.10 Table of Principal Uses:

<u>Use</u>	<u>Existing</u>	<u>Change to</u>
Small scale assembly, fabrication and craftsmen businesses with no outside storage or machinery	Not permitted	<i>Conditional Use</i>
Warehousing or wholesale storage and distribution facilities	Not permitted	<i>Permitted</i>
Primary manufacturing industries	Not permitted	<i>Conditional Use</i>
Telephone, telecommunication & cable service operations and maintenance facilities	Conditional Use	<i>Permitted</i>
Essential public services, utilities and appurtenances	Conditional Use	<i>Permitted</i>
Other business and professional offices	Conditional Use	<i>Permitted</i>
Offices of health care practitioners and outpatient health care	Conditional Use	<i>Permitted</i>

City of Manchester New Hampshire

In the year Two Thousand and Ten

AN ORDINANCE

"Amending the Zoning Ordinance of the City of Manchester (RP Zone) by revising Section 4.01 A. Base Districts and Section 5.10 Table of Principal Uses."

(Note: Deletions shown as ~~struck through~~, new text shown *italicized*).

BE IT ORDAINED, By the Board of Mayor and Aldermen of the City of Manchester, as follows:

<u>Use</u>	<u>Existing</u>	<u>Change to</u>
Physical & occupational rehabilitation centers	(New Category)	<i>Permitted</i>
Medical Research & Development	Conditional Use	<i>Permitted</i>
Adult day care facilities	Not permitted	<i>Conditional Use</i>

SECTION III. This Ordinance shall take effect upon its passage.

City of Manchester New Hampshire

In the year Two Thousand and Ten

AN ORDINANCE

“Amending the Zoning Map of the City of Manchester by rezoning an area currently zoned as Research Park District (RP) to Neighborhood Business District (B-1), generally located in the vicinity of Hackett Hill Road, Poore Road, and the F. E. Everett Turnpike – Interstate 293, including a portion of TM 766, Lot 15, a portion of TM 766, Lot 14D and a portion of TM 767, Lot 3A.”

BE IT ORDAINED, By the Board of Mayor and Aldermen of the City of Manchester, as follows:

SECTION 1. Amending the Zoning Map of the City of Manchester by rezoning an area currently zoned as Research Park District (RP) to Neighborhood Business District (B-1), generally located in the vicinity of Hackett Hill Road, Poore Road, and the F. E. Everett Turnpike – Interstate 293, including a portion of TM 766, Lot 15, a portion of TM 766, Lot 14D and a portion of TM 767, Lot 3A, and being more particularly bounded and described as follows:

Beginning at a point at the intersection of the centerline of Hackett Hill Road and Poore Road, said point also being a point on the zone boundary line between the RP (Research Park) zone district and the RS (Residential-Suburban) zone district, prior to this amendment;

Thence southeasterly along the zone boundary line between the RP (Research Park) zone district and the RS (Residential-Suburban) zone district, prior to this amendment, to a point at the intersection of the RP (Research Park) zone district, the RS (Residential-Suburban) zone district, and the R-SM (Residential Suburban Multifamily) zone district, prior to this amendment, said point also being between the northbound and southbound lanes of the F. E. Everett Turnpike – Interstate 293, for a distance of approximately 675 ft. to a point;

Thence southwesterly between the northbound and southbound lanes of the F. E. Everett Turnpike – Interstate 293, along the zone boundary line between the RP (Research Park) zone district and the R-SM (Residential Suburban Multifamily) zone district, prior to this amendment, to a point, for a distance of approximately 685 ft. to a point;

Thence northwesterly to a corner point along the zone boundary line between the RP (Research Park) zone district and the CV (Conservation) zone district, prior to the amendment, for a distance of approximately 100 ft. to a point;

Thence northwesterly to an angle point along the zone boundary line between the RP (Research Park) zone district and the CV (Conservation) zone district, prior to the amendment, for a distance of approximately 180 ft. to a point;

Thence northwesterly to an angle point along the zone boundary line between the RP (Research Park) zone district and the CV (Conservation) zone district, prior to the amendment, for a distance of approximately 200 ft. to a point;

Thence northerly to a point on the zone boundary line between the RP (Research Park) zone district and the CV (Conservation) zone district, prior to the amendment, said point being approximately 3 ft. south of an angle point along the zone boundary line between the RP (Research Park) zone district and the CV (Conservation) zone district, prior to the amendment, said point also being a point on the property line between TM 766, Lot 14D and TM 766, Lot 172, for a distance of approximately 300 ft. to a point;

City of Manchester New Hampshire

In the year Two Thousand and Ten

AN ORDINANCE

"Amending the Zoning Map of the City of Manchester by rezoning an area currently zoned as Research Park District (RP) to Neighborhood Business District (B-1), generally located in the vicinity of Hackett Hill Road, Poore Road, and the F. E. Everett Turnpike – Interstate 293, including a portion of TM 766, Lot 15, a portion of TM 766, Lot 14D and a portion of TM 767, Lot 3A."

BE IT ORDAINED, By the Board of Mayor and Aldermen of the City of Manchester, as follows:

Thence northeasterly along the property line between TM 766, Lot 14D, TM 766, Lot 172, and TM 766, Lot 172A to a point, said point being the southeasterly corner point of TM 766, Lot 172A, said point also being a corner point between TM 766, Lot 172A and Hackett Hill Road, for a distance of approximately 563 ft. to a point;

Thence northeasterly in the same direction to a point at the intersection of the centerline of Hackett Hill Road and Poore Road, said point also being a point on the zone boundary line between the RP (Research Park) zone district and the RS (Residential-Suburban) zone district, prior to this amendment, for a distance of approximately 100 ft. to a point, said point being the point of beginning.

Said description to include a portion of TM 766, Lot 15, a portion of TM 766, Lot 14D and a portion of TM 767, Lot 3A, consisting of approximately 11.5 acres of land to be rezoned from RP (Research Park) to B-1 (Neighborhood Business) zone district, after this amendment.

Section II. Resolve this ordinance shall take effect upon passage.