

Judith A. McHarn



Return to:
City of Laconia
45 Beacon Street
Laconia, NH 03246

QUITCLAIM DEED

Roman Catholic Bishop of Manchester, a corporation sole, having a principal place of business at 153 Ash Street, Manchester, New Hampshire 03103 (the "Grantor"), grants to the **City of Laconia**, a New Hampshire municipal corporation, having an address of 45 Beacon Street, Laconia, New Hampshire 03246 (the "Grantee"), WITH QUITCLAIM COVENANTS, two (2) certain tracts or parcels of land, with the buildings and improvements thereon, located in Laconia, Belknap County, New Hampshire, shown as "Proposed Lot 1" and "Proposed Lot 2" on a plan entitled "Subdivision Plan, Assessors Map 425 Lot 44-1, 30 Church Street, Laconia, New Hampshire, Owner: Roman Catholic Bishop of Manchester, 153 Ash Street, Manchester, NH 03104, Book 528, Page 384," dated August 6, 2019, last revised October 17, 2019, prepared by Greenman-Pedersen, Inc. (GPI) of Salem New Hampshire, recorded on November 7, 2019 in the Belknap County Registry of Deeds in Drawer L81, Page 82 as Instrument #1912309 (herein the "Plan"), and being bounded and described on said Plan as follows:

Proposed Lot 1:

Beginning on the northerly sideline of Church Street at a railroad spike found at the southwest corner of the within conveyed Proposed Lot 1 and the southeasterly corner of land now or formerly of the City of Laconia (the within Grantee) shown as Map 432, Lot 142-1 on said Plan;

Thence along the easterly boundary of said City of Laconia land N 26° 34' 54" W a distance of 308.66', more or less, to a point at the northwesterly corner of Proposed Lot 1 at land now or formerly of the State of New Hampshire, as shown on said Plan;

Thence turning and running along a curve to the left having a delta of 5° 46' 00", a radius of 1,460.41' and a length of 146.99', more or less, to a point at the northeasterly corner of Proposed Lot 1;

Thence turning and running along land of Proposed Lot 2, S 29° 39' 38" E a distance of 128.94', more or less, to a point found on the northerly side of land of the Roman Catholic Bishop of Manchester ("RCBM") shown as Map 425, Lot 44-1 on said Plan;

Thence turning and running along said RCBM land Map 425, Lot 44-1 S 60° 20' 22" W a distance of 42.50', more or less, to a point at the northwesterly corner of said RCBM land Map 425, Lot 44-1;

Thence turning and running along said RCBM land Map 425, Lot 44-1 S 29° 39' 38" E a distance of 210.00', more or less, to a point found on the northerly sideline of Church Street;

Thence turning and running along the southerly boundary of Proposed Lot 1 and the northerly sideline of Church Street S 60° 20' 22" W a distance of 58.21', more or less, to a stone bound found down 0.01';

Thence continuing along the southerly boundary of the within conveyed premises and the northerly sideline of Church Street S 59° 58' 37" West a distance of 59.47', more or less, to the point of beginning.

Said Proposed Lot 1 contains 39,892 square feet or 0.916 acres more or less.

Proposed Lot 2:

Beginning at an iron rod or survey spike to be set on the northerly sideline of Church Street and being the southwesterly corner of said Proposed Lot 2 and the southeasterly corner of land of the Roman Catholic Bishop of Manchester ("RCBM") shown as Map 425, Lot 44-1 on said Plan;

Thence running along the easterly boundary of said RCBM land Map 425, Lot 44-1 N 29° 39' 38" W a distance of 210.00', more or less, to a point at the northeasterly corner of said RCBM land Map 425, Lot 44-1;

Thence turning and running along said RCBM land Map 425, Lot 44-1 S 60° 20' 22" W a distance of 62.50', more or less, to a point;

Thence turning and running along land of Proposed Lot 1, N 29° 39' 38" W a distance of 128.94', more or less, to a point at the northwesterly corner of Proposed Lot 2 at land now or formerly of the State of New Hampshire, as shown on said Plan;

Thence turning and running along a curve to the left having a delta of 3° 11' 07", a radius of 1,460.41' and a length of 81.19', more or less, to a point at land now or formerly of the Linda M. Belcher 1995 Revocable Trust as shown on said Plan;

Thence turning and running along said Linda M. Belcher 1995 Revocable Trust land N 88° 48' 13" E a distance of 84.75', more or less, to a 1" iron pipe found up 1.5" at the northwesterly corner of land now or formerly of Three Point Play, LLC as shown on said Plan;

Thence turning and running along said Three Point Play, LLC land S 0° 52' 21" W a distance of 60.16', more or less, to a point at the northwesterly corner of land now or formerly of Weller as shown on said Plan;

Thence running said Weller land S 8° 59' 02" W a distance of 57.61', more or less, to a point at the southwesterly corner of said Weller land;

Thence turning and running along the southerly boundary of said Weller land S 89° 47' 00" E a distance of 174.65', more or less, to a point on the westerly sideline of Messer Street as shown on said Plan;

Thence turning and running along said Messer Street S 1° 38' 38" E a distance of 146.29', more or less, to a point on the northerly sideline of Church Street;

Thence turning and running along Church Street S 60° 20' 22" W a distance of 121.58', more or less, to the point of beginning.

Said Proposed Lot 2 contains 47,310 square feet or 1.086 acres, more or less.

RESERVING herein to the Grantor the right to the use of the Shared Access Easements as well as Shared Parking and Access Easements situated on both Proposed Lot 1 and Proposed Lot 2 and more particularly shown on said Plan.

Both Proposed Lot 1 and Proposed Lot 2 are SUBJECT TO the following:

1. SUBJECT TO shared parking & access easements and utility easements as shown on said Plan.
2. SUBJECT TO the Reciprocal/Cross Easement Deed and Agreement by and between the Roman Catholic Bishop of Manchester, a corporation sole, and the City of Laconia to be recorded contemporaneously herewith.
3. SUBJECT TO the restrictive covenants as set forth in Exhibit A, attached hereto and made part thereof.
4. SUBJECT TO all matters that would be disclosed by an accurate survey.
5. FURTHER SUBJECT TO any and all easements, rights of way, rights, restrictions, covenants, conditions, encumbrances, reservations, and servitudes of record, (if any).

This conveyance is exempt from real estate transfer tax pursuant to NH RSA 78-B:2,1.

MEANING and INTENDING to convey a portion of the premises conveyed to the Roman Catholic Bishop of Manchester by Quitclaim Deed from St. Joseph Roman Catholic

Church of Laconia, New Hampshire dated April 17, 1967 and recorded in the Belknap County Registry of Deeds at Book 528, Page 384.

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EXECUTED this 21st day of October, 2020.

ROMAN CATHOLIC BISHOP OF
MANCHESTER,
a corporation sole

By: 
Most Rev. Peter A. Libasci, Bishop

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On this 21st day of October, 2020 personally appeared Most Rev. Peter A. Libasci, Bishop, and acknowledged that he signed the foregoing instrument on behalf of the Roman Catholic Bishop of Manchester, a corporation sole, being duly authorized to do so, as his voluntary act and deed.


Notary Public/Justice of the Peace
My commission expires:

DEBRA A. KEANE
Notary Public - New Hampshire
My Commission Expires September 11, 2025



EXHIBIT A

Restrictive Covenants

The premises as described by this Deed is conveyed to the Grantee, and its successors and assigns, expressly SUBJECT TO the following restrictions and covenants:

(a) Grantee, its successors, assigns, tenants, lessees and sub-lessees shall not, without the prior written authorization of the Roman Catholic Bishop of Manchester, which authorization shall be in the Roman Catholic Bishop of Manchester's sole and absolute discretion, use the name of the Roman Catholic Bishop of Manchester, the Diocese of Manchester or of the Parish, or any derivative thereof in connection with any operations or activities on the subject premises.

(b) Grantee, its successors, assigns, tenants, lessees and sub-lessees shall not use, permit others to use or lease or otherwise transfer the use of the subject premises or any portion thereof to any person who uses or will use the subject premises or any portion thereof as a facility, place of business or other place in which:

(i) a congregation, society or other assemblage of persons meets for worship or other religious observances or activities, promoted or defined as Roman Catholic, but not possessing the express ecclesiastical approval of the Roman Catholic Church;

(ii) any worship, religious ceremony or observance, or religious meeting by any denomination, sect or organization other than those part of or recognized by Grantor or other Roman Catholic Dioceses as official Roman Catholic entities;

(iii) the following are performed, resourced or promoted through public advocacy or for which counseling is given which promotes and/or encourages individuals to obtain such services: (A) human abortion; (B) sterilization; (C) euthanasia; (D) assisted suicide; (E) in vitro fertilization; (F) experimentation on human embryos; (G) destruction of human embryos; (H) human cloning; or (I) stem cell research where the source of the stem cells is either human embryos or fetal tissues and organs from induced abortions;

(iv) pornographic or soft pornographic books, pictures, discs or other media or materials directed to an adult rather than a general audience or clientele are displayed, sold, rented or available for viewing;

(v) live performances involving pornography, nudity, or obscene content;

(vi) purposes that vilify, defame or hold up to contempt or ridicule the teachings or hierarchy of the Roman Catholic Church.

By acceptance of this deed, the Grantee agrees that these covenants will run with the land and shall be binding upon the Grantee, its successors and assigns.

In the event of failure of Grantee, its successors and assigns to comply with any of these use restrictions (the Use Restrictions"), the Roman Catholic Bishop of Manchester may pursue any and all remedies available at law, in equity or otherwise, including but not limited to the right to obtain temporary, preliminary, and permanent injunctive relief to restrain and enjoin violations of these Use Restrictions. The Roman Catholic Bishop of Manchester shall have the right to all fees, costs and expenses, including reasonable attorney's fees incurred in the enforcement or defense of these Use Restrictions, and any other damages suffered by the Roman Catholic Bishop of Manchester as a result of any breach of these Use Restrictions. Grantee on behalf of itself and its successor and assigns in title waives any claims and defenses as to the enforceability or unenforceability of the abovementioned Use Restrictions.

In the event that any of the above and separate and distinct Use Restrictions or the application thereof shall be deemed invalid or unenforceable under applicable law, such determination shall in no manner affect the other Use Restrictions, which shall remain in full force and effect as if the restriction deemed invalid or unenforceable were not originally a part of these Use Restrictions.