

DEVELOPMENT AGREEMENT

by and between

CITY OF DOVER, NEW HAMPSHIRE

and

H53 MAST ROAD, LLC

Dated as of December 29, 2014

Mast Road Development Project

DEVELOPMENT AGREEMENT

THIS AGREEMENT (the "Development Agreement" or "Agreement") is dated as of May ~~27~~²⁹ 2015 and is made by and between **CITY OF DOVER, NEW HAMPSHIRE**, a body corporate and politic, and a political subdivision of the State of New Hampshire with an address of 288 Central Avenue, Dover, New Hampshire 03820 (the "City") and **H53 MAST ROAD, LLC**, a New Hampshire limited liability company c/o **SUMMIT LAND DEVELOPMENT** with an address of 340 Central Avenue, Suite 202, City of Dover, County of Strafford and State of New Hampshire 03820, (the "Developer").

RECITALS

The Developer is the purchaser/developer of certain property identified as Map H, Lot 53, said property consisting of 45 acres, more or less, which fronts along Mast Road and is situated between Durham Road and Grapevine Drive ("Project Site").

The City is interested in expanding industrial development throughout the City, and specifically in this currently industrially zoned area off Mast Road. The Developer is interested in participating in the layout and development of industrial users, and has an anchor tenant to begin the process.

The Developer has proposed improvements for the Project Site, as set forth at Exhibit B of this Agreement (the "Project"), the total cost of which has been estimated at Six Million Dollars (\$6,000,000.00), all as generally set forth in conceptual site plans and building elevation plans, attached to this Agreement as Exhibit C (the "Project Conceptual Plans") and made part of this Agreement.

The Developer and the City wish to document their Agreement pursuant to which the City will reimburse Developer when and if Developer completes certain public improvements and receives a certificate of occupancy for the Project.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the receipt and adequacy of which is hereby acknowledged by both parties hereto, the City and the Developer agree as follows:

ARTICLE I

DEFINITIONS

The following terms shall have the meanings ascribed to them in this Article I for purposes of this Development Agreement. Unless otherwise defined below, capitalized terms used herein shall have the meaning as set forth in this Agreement.

"Ad Valorem Tax Payment Obligation" shall have the meaning set forth in Section 5.02 of this Agreement.

"City" means the City of Dover, New Hampshire, a municipal corporation having an address of 288 Central Avenue, Dover, New Hampshire 03820.

"City Council" means the City Council for the City of Dover.

"City Manager" means the City Manager for the City of Dover.

"Completion Date" means the date on which improvements, as identified in this Agreement, are to be completed after receipt of a certificate of occupancy from the applicable City agency.

"Developer" means H53 Mast Road, LLC, and its respective successors and assigns, where the context of this Development Agreement permits.

"Development Agreement" or *"Agreement"* means this Development Agreement, by and between the City and the Developer, as amended or supplemented from time to time.

"Guaranteed Assessed Value" shall have the meaning set forth in Section 5.01 of this Development Agreement.

"Permits and Approvals" means all permits, approvals and zoning relief to be issued by the City, including all City-approved Plans and Specifications which will govern the construction of all or any part of the Project as set forth at Exhibit E of this Development Agreement.

"Person" means an individual, a corporation, a limited liability company, a partnership, a limited liability partnership, an association, a joint stock company, a joint venture, a trust, an unincorporated organization or a government or any agency or political subdivision thereof.

"Planning Board" means the City of Dover Planning Board.

"Project" shall mean those buildings and improvements described at Exhibit B.

"Project Conceptual Plans" means the plans attached to the Development Agreement as Exhibit C.

"Project Schedule" means the schedule attached to the Development Agreement as Exhibit D.

"Project Site" shall mean Map H, Lot 53, said property consisting of 45 acres, more or less, which fronts along Mast Road and is situated between Durham Road and Grapevine Drive.

"Public Improvements" shall have the meaning set forth in Section 4.04 of this Development Agreement.

"Review Materials" means all engineering reports, building plans, title insurance policies, environmental assessments and other relevant materials regarding the Project Site to the extent that any of the foregoing is within the City's possession or control.

"Roadway" means the a new public access road from the intersection of Mast Road and Grapevine Drive to be constructed within the Project Site and designed and engineered to be suitable for the development of an Industrial Park. The Developer shall have the option of naming the Roadway "Stonewall Way" or similar name.

"Start Date" shall have the meaning set forth in Section 5.01 of the Development Agreement.

"Tax Guarantee Period" shall have the meaning set forth in Section 5.01 of this Development Agreement.

ARTICLE II

CONDITION PRECEDENT

Section 2.01 City Council Approval Required.

The parties acknowledge that unless and until the City Council approves this Development Agreement, as evidenced by the signature of the City Manager to this Agreement, pursuant to a duly noticed and authorized vote of the Council, this Development Agreement is not binding on the City. The failure or refusal of the Council to approve this Development Agreement shall mean that such Agreement is null and void and of no force or effect.

ARTICLE III

REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 3.01 Representations, Covenants and Warranties of the Developer.

The Developer represents warrants and covenants for the benefit of the City as follows:

(a) *Organization.* The Developer, as that term is defined in this Agreement, has the power and authority to own its properties and assets and to carry on its business in the State of New Hampshire as now being conducted and as hereby contemplated.

(b) *Authority.* The Developer has the power and authority to enter into and to perform its obligations under this Development Agreement, and has taken all action necessary to cause this Development Agreement to be executed and delivered, and this Development Agreement has been duly and validly executed and delivered by the Developer.

(c) *Binding Obligation.* This Development Agreement is a legal, valid and binding obligation of the Developer, enforceable against the Developer in accordance with its terms, subject to bankruptcy and other equitable principles.

(d) *No Conflict.* The execution and delivery by the Developer of this Development Agreement and compliance with the provisions hereof, do not and will not in any material respect conflict with or constitute on the part of the Developer a breach or default under any agreement or instrument to which it is a party or by which it is bound.

(e) *Litigation.* As of the date of this Development Agreement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best of its knowledge, threatened by or against the Developer: (i) in any way questioning the due formation and valid existence of the Developer; (ii) in any way contesting or affecting the validity of this Development

Agreement or the consummation of the transactions contemplated hereby; (iii) which would have a material adverse effect upon the financial condition of the Developer or any of its principals, or its ability to perform its obligations under this Development Agreement.

(f) *Legal Impediments.* The Developer, to the best of its knowledge, represents and warrants that it expects to receive, in a timely manner, all requisite Permits and Approvals. It is understood that the timeliness of the receipt of such Permits and Approvals may not be entirely in the Developer's control. The schedule for receipt of such Permits and Approvals is set forth in the Project Schedule at Exhibit D.

(g) *Compliance with Laws.* The Developer shall not, with knowledge, commit, suffer or permit any act to be done in, upon or to the lands in the Project Site or with respect to the Project in violation of any law, ordinance, rule, regulation or order of any governmental authority or any covenant, condition or restriction now or hereafter affecting the lands in the Project Site or with respect to the construction of the Project.

Section 3.02 Representations of the City.

The City represents and warrants to the Developer as follows:

(a) *Organization.* The City is a body corporate and politic and a political subdivision of the State of New Hampshire and has the full legal right, power and authority to enter into this Development Agreement, and to carry out and consummate the transactions on its part.

(b) *Authority.* Upon execution of this Development Agreement by the City Manager, the City, by all necessary official action of the City, shall have duly authorized and approved the adoption, execution and delivery by the City of, and the performance by the City of the obligations on its part contained in this Development Agreement. Such authorizations and approvals shall be in full force and effect and shall not have been amended, modified or rescinded, and this Development Agreement shall have been duly executed and delivered and is enforceable against the City, subject to bankruptcy and other equitable principles.

(c) *Litigation.* There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best of its knowledge, threatened by or against the City: (i) in any way contesting or affecting the validity of this Development Agreement or the consummation of the transactions contemplated hereby; or (ii) in any way affecting the timely construction of the Project.

Section 3.03 No Implied Approvals by City.

Nothing contained in this Development Agreement shall constitute, be deemed to constitute or imply that the City Council, or any City board, department, office, or agency, officer, or employee of the City approves, authorizes, or consents to any action or activity within or required for the development of the Project (other than as set forth in this Agreement), including any land use approval, requirements for the provision of public utilities or services, or

any administrative, judicial, quasi-judicial, or legislative action, unless and until such respective authorizations, approvals or consents are duly and properly issued by the City Council, and/or the City's respective board, department, office, agency, officer or employee.

Section 3.04 No Waiver of Ordinances, Rules or Regulations.

Nothing herein shall be construed as affecting the City's or the Developer's rights or duties to perform their respective obligations and fulfill their respective responsibilities under any zoning ordinances, use regulations, building codes, or subdivision requirements, or any other laws, regulations, rules, codes or statutes relating to the development of the improvements anticipated as part of the Project.

ARTICLE IV

CONSTRUCTION AND MAINTENANCE
OF PROJECT IMPROVEMENTS; PUBLIC IMPROVEMENTS;

Section 4.01 Duty of Developer to Construct.

The Developer acknowledges and agrees that, if and when constructed, the Project shall be constructed in accordance with this Agreement, including those improvements identified in Exhibit B, and the Permits and Approvals. The construction of the Project shall also be in compliance with the applicable codes, ordinances, rules and regulations of the City and the State of New Hampshire.

Section 4.02 Changes to Project Conceptual Plans, Design, Construction.

During the Developer's prosecution of the Permits and Approvals, the Developer may alter the design of the Project, as described in this Development Agreement, including the Project description at Exhibit B and the Project Plans at Exhibit C, subject to the consent and approval of the City, acting by and through its City Manager (or designee), which approval shall not be unreasonably withheld. Any changes to the design or construction of the Project considered material by the City Manager, in the City Manager's sole discretion, shall require approval by the City Council. Following the issuance of Permits and Approvals, any material changes to the design or construction of the Project which vary from the Permits and Approvals, shall require the approval of the appropriate board, department, office, agency, officer or employee, in addition to the approval of the City, as set forth above.

Section 4.03 Project Status

During the term of this Development Agreement, the Developer shall, upon request, supply the City with any relevant information regarding the Project, including the status of occupants for the Project. The City agrees to maintain the confidentiality of such information, as may be requested from time to time by the Developer, consistent with the provisions of RSA 91-A.

Section 4.04 Development of Public Improvements; Reimbursement by City

As part of the Project, the Developer shall design, engineer and install or cause the design, engineering and installation of, with consultation from and the approval of the City, the following Public Improvements, as shown in the plans at Exhibit C:

A) Mast Road.

(i) lighted walkways in, about, through and adjacent to Mast Road and the Project Site; including sidewalks and lighting along Mast Road, from Durham Road to Grapevine Drive, (ii) vegetative landscaping along Mast Road, (iii) widening of Mast Road to accommodate the needs of the Developer and the public, from Durham Road to the Roadway.

B) Roadway.

New proposed Roadway, constructed to City standards, inclusive of sidewalks, landscaping, lighting and drainage. Said roadway will be designed and constructed with the intent that it shall become a public way.

C) Sewer.

New municipally owned and operated sewer pump station, and any other upgrades to the sewer system to service new industrial development.

After a certificate of occupancy has been issued for the proposed 73,000 square foot building on the Project Site, the City shall reimburse the Developer up to One Million Dollars (\$1,000,000) toward the commercially reasonable costs expended by the Developer on the Public Improvements. Reimbursement requests shall be made in writing with supporting invoices and other documentation reasonably satisfactory to the City, demonstrating the costs of the Public Improvements incurred by the Developer. No developer fees, including any overhead or profit, or markups shall be reimbursed by the City.

ARTICLE V

TAXES; TAX GUARANTEES

Section 5.01 Targeted Taxes.

A critical element in the decision of the City to enter into this Development Agreement and to undertake reimbursement of some of the costs for the Public Improvements, which shall inure, in part, to the benefit of the Developer, is the generation of *ad valorem* real property taxes for the productive redevelopment of the Project Site. To that end, the Developer warrants that:

(a) *Property Value Guarantee.* Beginning on April 1 of the year immediately following the date on which the Developer is issued a certificate of occupancy for the proposed 73,000 square foot building designated to be constructed in in the Project (“Start Date”), the City and the Developer agree that the value of the Project, including the Project Site, for *ad valorem* tax purposes shall be not less than Six Million Dollars (\$6,000,000.00) (the “Guaranteed Assessed Value”). Thereafter, and continuing for a period of twenty (20) years (“Tax Guarantee Period”), the City and the Developer agree that the value of the Project, including the Project Site, for *ad valorem* tax purposes shall be the greater of the Guaranteed Assessed Value and the value of the Project, including the Project Site, for *ad valorem* tax purposes determined by the City as a result of any valuation or revaluation the City may conduct during the Tax Guarantee Period. The Developer expressly waives any and all suits, claims, petitions and actions for tax abatements related to the Guaranteed Assessed Value during the Tax Guarantee Period, but not as to the value of the Project, including the Project Site, for *ad valorem* tax purposes to the extent such value exceeds the Guaranteed Assessed Value. The Developer likewise shall not assign its rights to seek tax abatements related to the Guaranteed Assessed Value during the Tax Guarantee Period, including any such assignment to tenants of the Project, unless such assignment is in connection with an assignment of this Agreement after obtaining consent from the City provisions of Article 6.05 of this Agreement. Likewise, the parties shall record a notice of this Development Agreement in the Strafford County Registry of Deeds in the form of the notice attached as Exhibit F, which notice shall be discharged at the end of the Tax Guarantee Period. At no time during the Tax Guarantee Period shall the value of the Project, including the Project Site, for *ad valorem* tax purposes decrease below the Guaranteed Assessed Value. At any time during the Tax Guarantee Period, the City may conduct a revaluation of the Project, including the Project Site. The provisions of this section shall terminate at the end of the Tax Guarantee Period.

The Developer shall cooperate with the City to provide information, including cost certifications, leases, and other documents in connection with the Project to permit an accurate assessed valuation for the Project, including the Project Site.

Section 5.02 Tax Shortfalls.

If, at any time or for any reason during the Tax Guarantee Period, the provisions of the preceding section are determined to be unenforceable or the *ad valorem* taxes produced from the Project, including the Project Site, are less than those which should have been produced had the Project, including the Project Site, been valued at the Guaranteed Assessed Value, then the Developer shall be responsible for the payment of the difference between such taxes assessed on the Project and the *ad valorem* taxes that would have been assessed on the Project, including the Project Site, based on the Guaranteed Assessed Value (the “Ad Valorem Tax Payment Obligation”).

Any Ad Valorem Tax Payment Obligation shall be due and owing at the same time that taxes are generally due for City property owners, and shall be treated as an obligation for the payment of taxes for all purposes related to enforcement of the obligation. Payment of the first year of taxes based on the provisions of Section 5.01 shall be secured by a letter of credit or other form of surety reasonably acceptable to the City. Such surety shall be posted with the

City on or before the issuance of the certificate of occupancy for the first building constructed in the Project.

Section 5.03 Impact Fees

All impact fees for the Project shall be paid on or before the Certificate of Occupancy is issued to the Developer for the Project.

ARTICLE VI

MISCELLANEOUS

Section 6.01 Agreement Termination.

In instances throughout this Development Agreement where termination of this Agreement is possible, termination must be accomplished by writing provided by the Developer to the City within the deadlines set forth in the Project Schedule. Upon any such termination, neither party shall have any further rights nor obligations hereunder except those obligations that expressly survive such termination.

Section 6.02 Release and Indemnification.

The Developer releases the City, the members of the City Council and the City's respective officers, attorneys, agents and employees, from, agrees that the City, the members of the City Council and the City's respective officers, attorneys, agents and employees, shall not be liable for and indemnifies the City, the members of the City Council and the City's respective officers, attorneys, board members, agents and employees against, all liabilities, claims, costs and expenses, including out-of-pocket and incidental expenses and legal fees, imposed upon, incurred or asserted against the City, the members of the City Council and the City's respective officers, attorneys, agents and employees, arising, directly or indirectly, in whole or in part, out of the negligence or willful act or omission of the Developer, its agents or anyone who is directly employed in connection with (i) this Development Agreement and/or (ii) the Project, including the construction of the Project and the maintenance, repair and replacement of any improvements which the Developer is required to undertake pursuant to this Development Agreement or any Permit or Approval, provided that, such release or indemnification shall not apply to any actions or claims brought as a result of any material breach of this Development Agreement, or the willful misconduct or fraudulent action of the City, the members of the City Council and the City's respective officers, attorneys, agents and employees.

In case any claim or demand is at any time made, or action or proceeding is brought, against or otherwise involving the City, any member of the City Council or any officer, attorney, board member, agent or employee of the City, in respect of which indemnity may be sought hereunder, the person seeking indemnity promptly shall give notice of that action or proceeding to the Developer, and the Developer upon receipt of that notice shall have the obligation and the right to assume the defense of the action or proceedings. An indemnified party may employ

separate counsel and participate in the defense, but the fees and expenses of such counsel shall be paid by the indemnified party unless (i) the employment of such counsel has been specifically authorized by the Developer in writing, or (ii) the Developer has failed to assume the defense and to employ counsel or (iii) the named parties to any such action (including any impleaded parties) include both an indemnified party and the Developer, and such indemnified party may have one or more legal defenses available to it which are different from or additional to those available to the Developer, in which case, if the indemnified party notified the Developer in writing that it elects to employ separate counsel at the Developer's expense, the Developer shall not have the right to assume the defense of such action on behalf of such indemnified party and the Developer shall be responsible for payment of the fees and expense of such separate counsel.

The indemnifications set forth above are intended to and shall include the indemnification of all affected officials, attorneys, agents, board members, officers and employees of the City, respectively, and each and all of their successors and assigns. Those indemnifications and any other indemnifications provided for herein are intended to and shall be enforceable by each and every indemnified party to the full extent permitted by law and shall survive the termination of this Development Agreement.

Section 6.03 Notices.

Any notice, payment or instrument required or permitted by this Development Agreement to be given or delivered to either party shall be deemed to have been received when personally delivered 1 day after delivery to Federal Express, UPS or other reputable overnight carrier or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

City: City Manager
City of Dover, New Hampshire
City Hall
288 Central Avenue
Dover, New Hampshire 03820-4169

With a copy to: General Legal Counsel
City of Dover, New Hampshire
City Hall
288 Central Avenue
Dover, New Hampshire 03820-4169

Developer: H53 Mast Road, LLC c/o Summit Land Development
340 Central Avenue, Suite 202
Dover, New Hampshire 03820

With a copy to: Susan A. Manchester, Esq.
Sheehan Phinney Bass + Green, PA
1000 Elm Street

Manchester, New Hampshire 03101

Each party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other party.

Section 6.04 Severability.

If any part of this Development Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Development Agreement shall be given effect to the fullest extent possible.

Section 6.05 Successors and Assigns.

This Development Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. Assignment of this Development Agreement by the Developer shall not be permitted without the prior written consent of the City. In connection with any such consent of the City, the City may condition its consent upon the acceptability of the financial condition of the proposed assignee, upon the assignee's express assumption of all obligations of the Developer hereunder or upon any other reasonable factor which the City deems relevant in the circumstances. In any event, any such assignment of this Development Agreement shall be in writing, shall clearly identify the scope of the rights and obligations assigned and shall not be effective until approved by the City. Notwithstanding the foregoing, the prior written consent of the City shall not be required for a collateral assignment of this Development Agreement by Developer to an institutional commercial lender for the express purpose of obtaining a loan for the construction of the Project or a portion thereof.

Section 6.06 Waiver.

Failure by a party to insist upon the strict performance of any of the provisions of this Development Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Development Agreement thereafter.

Section 6.07 Merger.

No other agreement, statement or promise made by any party or any employee, officer or agent of any party with respect to any matters covered hereby that is not in writing and signed by all the parties to this Development Agreement shall be binding.

Section 6.08 Parties in Interest.

Nothing in this Development Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any member of the public or any person or entity other than the City and the Developer any rights, remedies or claims under or by reason of this Development Agreement or any covenants, conditions or stipulations hereof, and all

covenants, conditions, promises and agreements in this Development Agreement contained by or on behalf of the City or the Developer shall be for the sole and exclusive benefit of the City and the Developer.

Section 6.09 Amendment.

This Development Agreement may be amended, from time to time, by written supplement hereto and executed by both the City and the Developer. The City Manager shall have authority to agree to the amendment of this Agreement on behalf of the City without further action of the City Council. Any amendment considered material by the City Manager, in the City Manager's sole discretion, shall require the approval of the City Council.

Section 6.10 Completion of the Project.

The City and the Developer have agreed on the Project Schedule for the redevelopment of the Project Site, as set forth at Exhibit D of this Development Agreement. It includes specific deadlines, including deadlines for the performance of certain duties and obligations by the Developer, which represent Developer's best estimate at the time this Agreement is executed. Notwithstanding any other provision herein to the contrary, Developer shall be under no obligation to commence the Project at the times contained herein, or ever. If, however, Developer does not complete the Project and the Public Improvements, the City shall have no obligation to reimburse Developer for any sums expended by it. If the Developer has not commenced construction on the Project within five (5) years of the execution of this Agreement, both parties shall review and determine, in their sole discretion, if they wish to reaffirm their commitments. For purposes of this Section 6.10, commencement of construction shall mean the issuance of a building permit for the Project. Any reaffirmation of commitments shall be executed in writing by both parties.

Section 6.11 Force Majeure

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reasons of strikes, lockouts, inability to procure materials, loss of utility services, restrictive governmental laws or regulations, riots insurrection, war, acts of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Development Agreement, then performance of any such act shall be extended for a period equivalent to the period of such delay.

Section 6.12 Counterparts.

This Development Agreement may be executed in counterparts, each of which shall be deemed an original.

Section 6.13 Effective Date.

This Development Agreement shall be effective as of the dated date of this Development Agreement.

Section 6.14 Survival of Covenants


The covenants and agreements contained within this Development Agreement shall survive the closing.

Section 6.15 Choice of Law

The Development Agreement has been entered into in the State of New Hampshire, and shall be interpreted under New Hampshire law.

IN WITNESS WHEREOF, the parties have executed this Development Agreement as of the day and year first above written.

CITY OF DOVER, NEW HAMPSHIRE

By: 
Name: J. Michael Joyal
Title: City Manager

H53 MAST ROAD, LLC

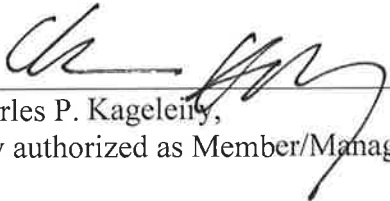
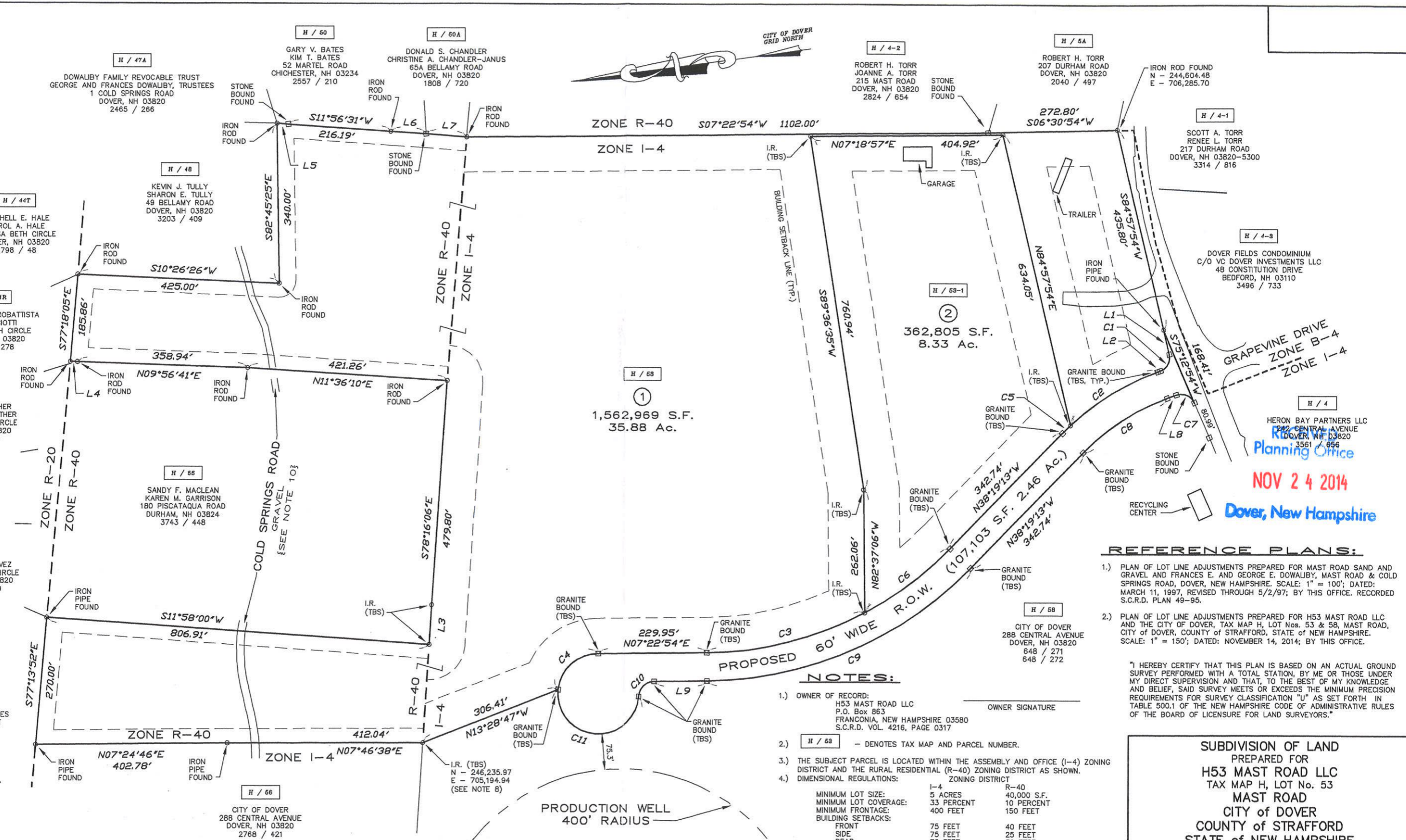
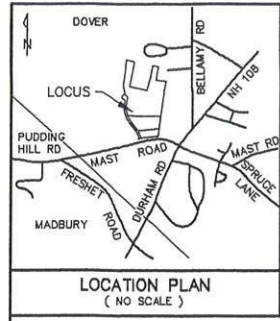

Charles P. Kageleity,
duly authorized as Member/Manager

Exhibit A

Property Description

(See attached)



LEGEND
 I.R.(TBS) - IRON ROD W/ I.D. CAP (TO BE SET)
 GRANITE BOUND (TBS) - GRANITE BOUND (TO BE SET)
 S.F. - SQUARE FEET
 Ac. - ACRE
 (TYP.) - TYPICAL
 ± - MORE OR LESS
 S.C.R.D. - STRAFFORD COUNTY REGISTRY OF DEEDS
 - - UTILITY POLE

NO.	DATE	DESCRIPTION	BY	CHK
14-2058		SUBDIVISION	14-08	
PROJECT NO		TYPE	FIELDBOOK & PAGES	

No.	Central Angle	Radius	Arc Length	Chord Length	Chord Bearing
C1	82°54'24"	30.00	43.41	39.72	N53°34'54"W
C2	23°38'31"	530.00	218.69	217.15	N23°56'57"W
C3	27°33'52"	720.00	346.38	343.05	N06°24'02"W
C4	83°29'13"	85.00	123.86	113.19	N34°21'42"W
C5	02°33'00"	530.00	23.59	23.59	N37°02'43"W
C6	18°08'15"	720.00	227.92	226.97	N29°15'05"W
C7	87°20'36"	30.00	45.73	41.43	N31°32'37"E
C8	26°11'32"	470.00	214.86	212.99	N25°13'27"W
C9	45°42'07"	780.00	622.17	605.80	N15°28'09"W
C10	85°13'11"	35.00	52.06	47.39	N35°13'41"W
C11	181°43'58"	85.00	269.60	169.98	S13°01'42"W

No.	Bearing	Distance
L1	S84°57'55"W	53.74'
L2	N12°07'41"W	6.45'
L3	S78°31'06"E	84.40'
L4	N09°56'57"E	15.02'
L5	S12°01'58"W	23.72'
L6	S11°53'16"W	74.68'
L7	S12°40'53"W	85.45'
L8	N12°07'41"W	20.69'
L9	N07°22'54"E	110.36'

- NOTES:**
- OWNER OF RECORD: H53 MAST ROAD LLC, P.O. Box 863, FRANCONIA, NEW HAMPSHIRE 03580, S.C.R.D. VOL. 4216, PAGE 0317.
 - H / 58 - DENOTES TAX MAP AND PARCEL NUMBER.
 - THE SUBJECT PARCEL IS LOCATED WITHIN THE ASSEMBLY AND OFFICE (I-4) ZONING DISTRICT AND THE RURAL RESIDENTIAL (R-40) ZONING DISTRICT AS SHOWN.
 - DIMENSIONAL REGULATIONS: ZONING DISTRICT

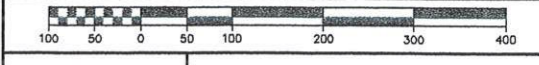
	I-4	R-40
MINIMUM LOT SIZE:	5 ACRES	40,000 S.F.
MINIMUM LOT COVERAGE:	33 PERCENT	10 PERCENT
MINIMUM FRONTAGE:	400 FEET	150 FEET
BUILDING SETBACKS:		
FRONT:	75 FEET	40 FEET
SIDE:	75 FEET	25 FEET
REAR:	75 FEET	30 FEET
MAXIMUM BUILDING HEIGHT:	40 FEET	35 FEET
 - PLAN INTENT: TO SUBDIVIDE THE SUBJECT PARCEL INTO TWO (2) LOTS AS SHOWN.
 - THE SUBJECT PARCEL CONTAINS 2,032,877 S.F. OR 46.67 AC. OF LAND
 - THE SUBJECT PARCEL IS LOCATED WITHIN AREAS DETERMINED TO BE OUTSIDE THE 0.2 PERCENT ANNUAL CHANCE FLOOD; SOURCE: FLOOD INSURANCE RATE MAP COMMUNITY NUMBER 330145, PANEL 0320, SUFFIX D; MAP NUMBER 33017C0320D, EFFECTIVE DATE: MAY 17, 2005.
 - BASIS OF BEARINGS IS THE CITY OF DOVER / GEOD CORP. GRID NORTH, PER REFERENCE PLAN 1.
 - A DIGITAL DXF COPY OF THE APPROVED PLAN WILL BE PROVIDED TO CITY OF DOVER PLANNING DEPARTMENT UPON FINAL APPROVAL.
 - PARCEL H / 53 IS SUBJECT TO:
 - THE RIGHTS OF OTHERS, IF ANY, TO USE THE COLD SPRINGS ROAD SO-CALLED.
 - THE RESERVATION INCLUDED IN THE DEED FROM CHARLES T. DRISCOLL AND SHIRLEY T. DRISCOLL TO ALBERT P. MARCOTTE AND SYLVIA P. MARCOTTE DATED JULY 12, 1971 AND RECORDED AT BOOK 889, PAGE 13 OF THE RIGHT TO USE AS NOW PRACTICED, IN COMMON WITH OTHERS, THE PASSWAY WHICH PROVIDES AN ENTRANCE TO THE HOME NOW OR FORMERLY OF ROBERT C. STAPLES FROM THE COLD SPRINGS ROAD, SO-CALLED, TO THE EXTENT THE SAME MAY EXIST.

- REFERENCE PLANS:**
- PLAN OF LOT LINE ADJUSTMENTS PREPARED FOR MAST ROAD SAND AND GRAVEL AND FRANCES E. AND GEORGE E. DOWALBY, MAST ROAD & COLD SPRINGS ROAD, DOVER, NEW HAMPSHIRE. SCALE: 1" = 100'; DATED: MARCH 11, 1997, REVISED THROUGH 5/2/97; BY THIS OFFICE. RECORDED S.C.R.D. PLAN 49-95.
 - PLAN OF LOT LINE ADJUSTMENTS PREPARED FOR H53 MAST ROAD LLC AND THE CITY OF DOVER, TAX MAP H, LOT Nos. 53 & 58, MAST ROAD, CITY OF DOVER, COUNTY OF STRAFFORD, STATE OF NEW HAMPSHIRE. SCALE: 1" = 150'; DATED: NOVEMBER 14, 2014; BY THIS OFFICE.

"I HEREBY CERTIFY THAT THIS PLAN IS BASED ON AN ACTUAL GROUND SURVEY PERFORMED WITH A TOTAL STATION, BY ME OR THOSE UNDER MY DIRECT SUPERVISION AND THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, SAID SURVEY MEETS OR EXCEEDS THE MINIMUM PRECISION REQUIREMENTS FOR SURVEY CLASSIFICATION "U" AS SET FORTH IN TABLE 500.1 OF THE NEW HAMPSHIRE CODE OF ADMINISTRATIVE RULES OF THE BOARD OF LICENSURE FOR LAND SURVEYORS."

SUBDIVISION OF LAND
 PREPARED FOR
H53 MAST ROAD LLC
 TAX MAP H, LOT No. 53
MAST ROAD
CITY OF DOVER
 COUNTY OF STRAFFORD
 STATE OF NEW HAMPSHIRE

DOVER PLANNING FILE No. P 14-____
 DRAWN BY: RJM FILE: VR CP_2028_14-2058 SUBD
 SCALE: 1" = 100' DATE: NOVEMBER 17, 2014



McGoneaney Survey Associates, inc.
 P.O. Box 681 - 24 CHESTNUT STREET
 DOVER, NH 03820 (603) 742-0911
 SURVEYING - PLANNING - CONSULTING

NOV 24 2014
 Dover, New Hampshire

Exhibit B

Project Improvements and Phasing

BUILDING DESIGN

The Developer shall construct a steel building, with a flat roof, approximately three hundred and seventy four feet (374') wide, along the new roadway, by one hundred ninety seven feet (197') deep. The building shall include a mixture of warehousing, office and accessory uses which meet or exceed 73,000 sf. Upon completion, the building shall resemble the rendering, created by TW Designs for the Developer, provided to the Planning Board and included in Exhibit C.

PROJECT SITE GROUNDS, PUBLIC IMPROVEMENTS & STORM WATER

The Project Site shall be developed to act as the Anchor tenant for a new and modern industrial or business park. In keeping with that design, it should reflect modern efficiencies and be a welcoming design. Parking shall be screened and accessible to customers and tenants of the building. Landscaping shall be installed which is coordinated with the needs of the groundwater protection area, and promotes water recharge wherever possible.

The design of the Roadway and the improvements to Mast Road shall be mutually agreed upon by the Developer and the City and shall be completed in conjunction with the building construction. The Roadway shall be constructed as per the approved site plan included in Exhibit C.

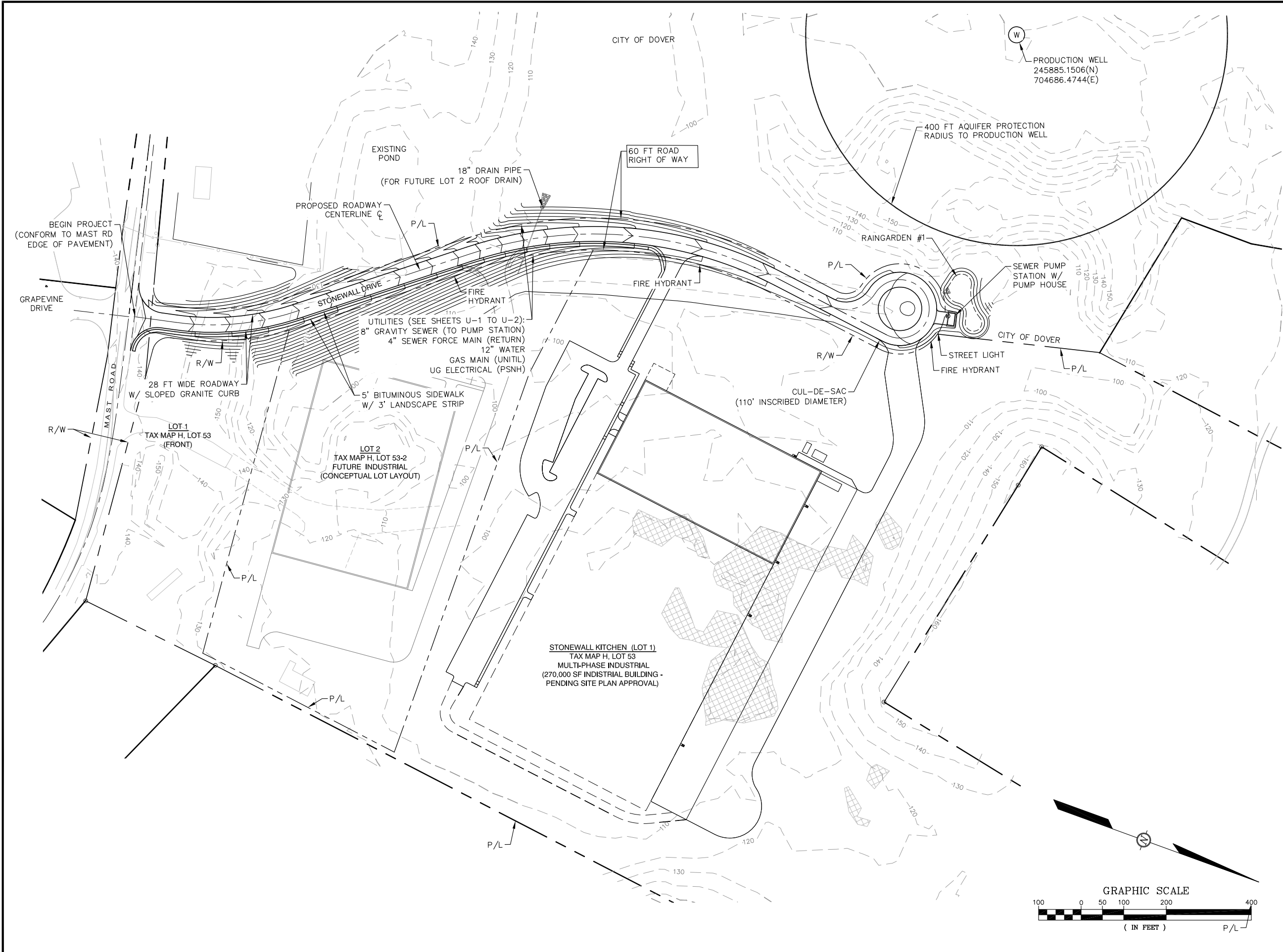
A review of the topography as well as the hydrology of the Project Site and surrounding area, shall be completed as part of the site plan review. The Developer and the City will explore development of a central detention pond/area, (serving a large portion of the total park) over the proposed well radius. This review will be conducted by the Engineering and Survey team retained by the developer.

The Building shall consist of a production/warehouse facility operation of a minimum size of 73,000 sf.

Exhibit C

Project Conceptual Plans

(See attached)



NOT FOR CONSTRUCTION

ISSUED FOR:

PLANNING BOARD APPROVAL

ISSUE DATE:

JANUARY 16, 2015

REVISIONS NO.	DESCRIPTION	BY	DATE
0	PB APPROVAL	CDB	12/17/14
1	AOT SUBMITTAL	CDB	12/30/14
2	PER TRC COMMENTS	CDB	01/16/15

DRAWN BY: CDB
APPROVED BY: EDW
DRAWING FILE: 4597-ROAD-DESIGN

SCALE:
22"x38" - 1" = 100'

OWNER/APPLICANT:

H53 MAST ROAD, LLC
c/o SUMMIT LAND DEVELOPMENT

340 CENTRAL AVE., #202
DOVER, NH 03820

PROJECT:

STONEWALL DRIVE
RIGHT OF WAY PLANS
(FILE NO. P15-03)

TAX MAP II, LOTS 53 & 58
MAST ROAD
DOVER, NH

OVERALL
RIGHT OF WAY PLAN

SHEET NUMBER:

C-1

P4699

Exhibit D

Project Schedule

1/14/15	City Council Approval of Development Agreement
2/28/15	Complete Planning Board Approval/State and federal permitting process
3/28/15	Expiration of 30-Day Appeal Period
4/1/15	Begin construction of warehouse facility/Issuance of building permits
1/1/16	Delivery of certificates of occupancy for Phase 1

Exhibit E

Permits and Approvals

1. Subdivision of Project Site into two or more lots.
2. Conditional Use Permit – Conservation District improvements.
3. Site Plan Approval of Project
4. Groundwater Monitoring Plan
5. Blasting Plan/Monitoring Plan
6. Blast Permit
7. Building Permit(s)
8. Certificate(s) of Occupancy

Exhibit F

Notice of Development Agreement

NOTICE is hereby given of a certain Development Agreement, described below, between the City of Dover, New Hampshire and H53 Mast Road, LLC, which agreement affects and runs with the property identified below.

Date of this Notice: _____, 2015

Parties to the Agreement: City of Dover, New Hampshire and H53 Mast Road, LLC

Premises Subject to Development Agreement:

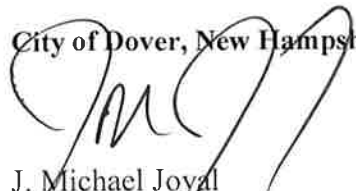
Map H, Lot 53 – Property of H53 Mast Road, LLC, located along Mast Road and situated between Durham Road and Grapevine Drive. Said property was conveyed to H53 Mast Road, LLC, by deed dated May 29, 2014, and recorded in the Strafford County Registry of Deeds at Book 4216, Page 317.

Date of Agreement: _____, 2015.

IN WITNESS WHEREOF, the parties have executed this Notice as of the date set forth above.

[signatures appear on the following page]

City of Dover, New Hampshire



J. Michael Joyal
City Manager

Date: 6/4, 2015

Hereunto duly authorized

H53 Mast Road, LLC



Charles P. Kageleiry
Member/Manager

Date: May 29, 2015


Hereunto duly authorized

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

5/29, 2015

Personally appeared the above named Charles P. Kageleiry, duly authorized Member/Manager of H53 Mast Road, LLC, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity for the purposes therein contained.

JEAN M. GLIDDEN, Notary Public
My Commission Expires August 14, 2018


Notary Public
My Commission Expires:

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

6/4, 2015

Personally appeared the above named J. Michael Joyal, duly authorized City Manager of the City of Dover, New Hampshire, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity for the purposes therein contained.


Notary Public
My Commission Expires:

COLLEEN E. A. BESSETTE, Notary Public
My Commission Expires September 10, 2018