

DEVELOPMENT AGREEMENT

THIS AGREEMENT (the "Development Agreement" or "Agreement") is dated as of Jan 15^m, 2016 (the "Effective Date"), 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 **HELLENIC REALTY PARTNERS, LLC**, a New Hampshire limited liability company with an address of 263 Central Avenue, Dover, New Hampshire 03820 (the "Developer").

R E C I T A L S :

A. WHEREAS, the City and Richard L. Robbins, Stanley B. Robbins and Judith E. Weisner, Trustees of the Sidney Robbins Family Trust, a New Hampshire irrevocable trust, under a declaration of trust dated May 25, 1990 (the "Trust") and 104 Washington Street, Inc., a New Hampshire corporation ("104") (104 and the Trust are collectively referred to as the "Owner"), entered into that certain Development Agreement dated as of October 15, 2014, as amended by that certain Correction of Development Agreement and Amendment of Assignment of Rights under Development Agreement dated as of January 5, 2015 (as amended, the "Robbins Development Agreement"), a true and accurate copy of which is attached hereto as Exhibit A and incorporated herein by reference; and

B. WHEREAS, the Owner currently owns certain real properties in the City of Dover, New Hampshire, including buildings thereon, identified as Map 2, Lots 4, 5, 6, 6A, 7, 8, 8A, and 9, said property consisting of 1.15 acres, more or less, in the aggregate, which fronts along Washington Street, and is situated between Locust Street and Chestnut Street in Dover, New Hampshire (the "Project Site") and intends to convey the Project Site to the Developer pursuant to a separate purchase agreement; and

C. WHEREAS, the City owns two parking lots, identified as Map 2, Lots 2 and 3, which are adjacent to the Project Site (the "City Parking Lots"); and

D. WHEREAS, the City is interested in expanding commercial and mixed use development throughout the city, and specifically in the downtown Central Business District; and

E. WHEREAS, the Developer is interested in redeveloping the Project Site, and is seeking the highest and best use of the Project Site through the acquisition and development of the Project (as that term is defined herein below) on the Project Site; and

F. WHEREAS, the City desires to provide incentives to the Developer to spur the redevelopment of the Project Site, whether by the Developer or some third party who comes to own, manage or control the Project Site; and

G. WHEREAS, the Developer and the City wish to document their Agreement pursuant to which the City will provide such incentives to attract the development of the Project Site.

NOW THEREFORE, in consideration of the mutual covenants herein set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 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 5.03 of this Agreement.

"Agreement" or *"Development Agreement"* shall mean this Agreement.

"City" means the City of Dover, New Hampshire 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.

"City Parking Lots" shall have the meaning ascribed to it in Recital C of this Development Agreement.

"Developer" shall mean Hellenic Realty Partners, LLC.

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

"Minimum Guaranteed Tax Assessment Value" shall have the meaning ascribed to it in Section 5.02 of this Agreement.

“*Off Site Improvements*” shall have the meaning ascribed to it in Section 4.05 of this 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.

“*Performance Mortgage*” shall have the meaning ascribed to it in Section 5.04 of this Agreement.

“*Planning Board*” means the City of Dover Planning Board.

“*Project*” shall mean the development of the Project Site as a multi-use site containing one or more 2-story or taller buildings with retail and commercial uses on the ground floor and residential market rate housing and/or commercial uses on floors above the ground floor, together with the Off Site Improvements, all subject to the approval of the City. Development of the Project may be phased, subject to approval of the Planning Board. The Project, as envisioned and defined by this Agreement, is more fully depicted at Exhibit A-1.

“*Project Site*” shall have the meaning ascribed to it in the Preamble of this Development Agreement. Once the Developer is the owner of the City Parking Lots, the City Parking Lots shall be deemed to be a part of the Project Site, for purposes of this Agreement.

“*Robbins Development Agreement*” shall have the meaning ascribed to it in the Preamble of this Development Agreement.

ARTICLE II

CONDITIONS PRECEDENT

Section 2.01 City Manager Delivery/City Council Approval.

The Parties acknowledge and agree that unless and until this Agreement is executed and delivered by the City Manager, it is not binding on either party. In the event that the City Manager must seek approval from the City Council for the City (the “City Council”) to enter into this Agreement, this Agreement is not binding on either Party until approved by the City Council. If the City Council shall fail or refuse to approve this Agreement, this Agreement shall terminate and shall be of no force or effect.

Section 2.02 Acquisition of Project Site.

This Agreement is contingent upon the acquisition by the Developer of the Project Site upon such terms and conditions acceptable to the Developer. The Developer must acquire the Project Site by no later than sixty (60) days following site plan approval of the Project by the Planning Board, acceptable to Developer in its sole discretion, which period includes the thirty

(30) day appeal period pursuant to RSA 677:15, failing which this Agreement shall terminate and be of no force or effect.

Section 2.03 Release.

This Agreement is contingent upon the Developer obtaining a release from the Owner releasing the City from any and all obligations under the Robbins Development Agreement, except for the parking rights assigned by the Owner to 125 Washington Street, Inc., pursuant to the Correction of Development Agreement and Amendment of Assignment of Rights under Development Agreement dated as of January 5, 2015. The form of the release shall be reasonably satisfactory to the City.

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 has the power and authority to own its properties and assets, and to carry on its business in the State 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 actions 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 its due formation and valid existence; (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.

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 shall approve, authorize, or consent to any action or activity within or required for the development of the Project or the Project Site, 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 any party'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 or the Project Site.

ARTICLE FOUR

PROJECT APPROVALS, CITY INCENTIVES AND ACKNOWLEDGMENTS

Section 4.01 Site Plan Approval; Construction.

The Developer shall obtain final, un-appealable site plan approval for the full build-out of the Project, including the development of the City Parking Lots and the design and engineering of the Off Site Improvements, and shall satisfy all conditions precedent pertaining to such approval, including receipt of all applicable federal, state and local permits and approvals, as set forth at Exhibit D, by no later than September 1, 2016, which date shall be extended upon the reasonable request of Developer (the "Approval Expiration Date"). The permits and approvals for the Project shall be in compliance with any and all applicable ordinances, codes, rules and regulations of the City of Dover and/or the State of New Hampshire. If the site plan is not approved by the Approval Expiration Date, or if, once received, any permits and approvals related thereto lapse for a period in excess of seventy-five (75) days (either, an "Approval Default"), the City or Developer may terminate this Agreement by written notice to the other party. Notwithstanding the foregoing, in the event of an Approval Default, either party may elect, in its reasonable discretion, to provide the defaulting party with additional time to cure the Approval Default. The Developer acknowledges and agrees that the Project shall be constructed in accordance with its 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 Abutter Meetings.

The Developer shall hold meetings with the abutters prior to (a) Planning Board approval of the site plan application for the Project, (b) commencement of any demolition or construction on the Project Site, and (c) the issuance of a building permit for construction of the intended buildings to be developed on the Project Site. These meetings shall be noticed to the City, and shall employ the same abutter list generated for the site plan submission to the Planning Board. The Developer shall invite the City and provide a copy of the attendance list to the City upon completion of the meeting.

Section 4.03 City Incentives – City Parking Lots.

Provided that (i) the development of the Project and Project Site, as contemplated herein, is approved by the Planning Board, (ii) any and all conditions precedent identified in this Agreement and/or related to the Planning Board's approval have been satisfied, including approval by the City of the design of the Off-Site Improvements, (iii) all applicable appeal periods have expired, and (iv) the Developer has acquired the Project Site, the City shall convey the City Parking Lots adjacent to the Project Site to the Developer for the sum of One Dollar (\$1.00). The City Parking Lots shall be conveyed by quitclaim deed, but subject to any easements, covenants or restrictions of record acceptable to Developer in its sole discretion, and except as to any work the City may undertake to cure any deficiencies, as set forth below, shall be conveyed "as is", "where is" and "with all faults" as to their physical condition, all as more fully described in Section 4.04, below.

In connection with permits and approvals for the use and development of the City Parking Lots as part of the Project, the City hereby grants to the Developer and its duly authorized agents, contractors and/or representatives the right of access to the City Parking Lots

for the purpose of conducting such inspections, tests, studies and other investigations prior to the Approval Expiration Date. Any such entry shall only be allowed following reasonable prior notice to the City. The Developer shall promptly repair all damage resulting from any inspections, tests, studies and other investigations at its sole expense and to the City's reasonable satisfaction, reasonable wear and tear excepted. The Developer shall also indemnify and hold the City harmless from and against any and all costs, expenses, liabilities and claims arising from or in connection with its activities on the City Parking Lots. The obligations in this section shall survive termination of this Development Agreement. The Developer shall use reasonable efforts to not interfere with the use or occupancy of the parking spaces on the City Parking Lots from 8:30 am to 5:30 pm on weekdays. If, pursuant to such inspections, tests, studies or other investigations, including title searches, the Developer identifies any deficiencies which would prevent the Developer from using the City Parking Lots for its intended purpose(s), the Developer shall provide the City with written notice of such deficiencies. The City, at its discretion, may elect to undertake to cure such deficiencies and shall provide notice of such election within thirty (30) days of receipt of the written notice of deficiencies. If the City elects not to undertake such cure, the Developer may terminate this Development Agreement.

Following City's conveyance of the City Parking Lots to the Developer, the City shall continue to have the exclusive right to use the City Parking Lots for motor vehicle parking only, at no cost to the City (except as stated herein), until such time as the Developer commences construction on the City Parking Lots. The City shall use the City Parking Lots consistent with the City's regular parking management program for all City-owned or City-managed parking lots and spaces; provided, however, that if the City determines, in its reasonable discretion, that there is insufficient use of spaces in the City Parking Lots, the City shall provide parking permits to the Developer for such spaces at no charge. The Developer shall give the City at least ten (10) days written notice of the date it intends to commence construction on the City Parking Lots, at which time the City's right to use the City Parking Lots shall forever terminate. During such time as the City continues to use the City Parking Lots, the City shall plow the same and maintain the City Parking Lots in a condition similar to that which they were in as of the date of conveyance. The City shall insure the City Parking Lots and shall indemnify and hold harmless the Developer from any injuries, damages, losses, fees, expenses and costs related to its use, maintenance and repair of the City Parking Lots. Such parking rights shall be included as a deed covenant in the City Parking Lots deed.

Section 4.04 City Parking Lots – Title and Closing.

If the Developer determines that there are any matters of title affecting the City Parking Lots which shall prevent or impede the Developer from developing the Project, the Developer shall provide written notice to the City prior to the Approval Expiration Date for the Project, together with an identification of the title matter and the proposed resolution of the matter (the "Inspection Period"). Thereafter, the City shall have a reasonable period of time, not to exceed sixty (60) days, to cure such matters. If the City elects not to undertake such cure or fails to effect a cure within such time period, then this Development Agreement shall terminate. The City shall convey the City Parking Lots subject to all matters of title upon satisfaction of all conditions set forth in Section 4.03 of this Agreement, subject to any matters which the City satisfactorily cures. At the Closing, each party agrees to deliver such other opinions, affidavits,

disclosures, certificates and documents reasonably requested by the other respective party related to the Closing. The Developer shall be responsible for the payment of any transfer tax in connection with the conveyance of the City Parking Lots to the Developer.

Section 4.05 Off-Site Improvements for Project Site Redevelopment; Developer's Obligations.

As part of the development of the Project Site, the City desires to align Chestnut Street with Washington Street at its intersection with Washington Street, pursuant to a design consistent with good traffic engineering practices. The improvements required for the realignment of Chestnut Street and all improvements related thereto, including, but not limited to, the addition of angled parking spaces on the Washington Street side of the Project Site are defined as the "Off Site Improvements". The City and the Developer have agreed to plans for the Off-Site Improvements, which are attached hereto as Exhibit C, and which were paid for by Developer at its sole cost ("Off Site Improvement Plans"). The Offsite Improvement Plans shall be included as part of the Developer's site plan application approval.

Based on the Off Site Improvement Plans, the City and Developer have agreed that the cost of the Off Site Improvements is Two Hundred Twenty Six Thousand Eighty Seven Dollars (\$226,087.00). The Developer shall contribute the funds in an amount equal to one hundred fifteen percent (115%) of the agreed cost (the "Contribution") to the City within ninety (90) days after site plan approval of the Project by the Planning Board. The City shall hold the Contribution in a non-interest bearing account opened in the name of the City, and shall utilize the Contribution to pay for the construction of the Off-Site Improvements. If the Developer fails to timely deliver the Contribution, the City may terminate this Agreement upon written notice to Developer. The Contribution shall be in addition to any other sureties customarily required of developers in connection with the development of property in the City.

Upon acquisition of the Project Site by the Developer, the Developer shall convey by quitclaim deed, a fee interest in any portions of the Project Site necessary to accommodate the Off Site Improvements. Such portions shall be free and clear of any liens, encumbrances and other restrictions which would prevent the City from using the conveyed property as a Class V road, together with any uses customarily associated with a Class V road. The angled parking spaces on Washington Street shall be metered and managed as part of the City's parking management program, and the property on which such spaces are located shall be deemed general City property and utilized in any manner that the City deems appropriate.

The Developer, at its sole cost and expense, shall also be responsible for production of construction plans and bid documents pursuant to the approved Off-Site Improvement design plans by no later than the Approval Expiration Date. Such construction plans and bid documents shall be reasonably satisfactory to the City's engineering staff. Based on such plans and bid documents, the City shall issue a request for proposals for the Off Site Improvement work. The Developer shall have the opportunity to review and comment on the request for proposals, prior to its issuance, but the City shall retain all rights regarding final approval of any bid. Within one (1) year of the City's receipt of the Contribution, the City shall cause the commencement of construction of the Off Site Improvements and shall cause such improvements to be diligently

completed. The City shall be entitled to draw upon the Contribution from time to time to pay for the costs, fees and expenses related to the construction of the Off-Site Improvements. Once the Contribution has been timely delivered to the City by the Developer, the City shall cause the commencement of construction of the Off Site Improvements, using said Contribution, and shall cause the Off Site Improvements to be diligently completed by no later than spring 2018. At its cost, the City shall supervise and inspect the construction of the Off Site Improvements and may hire third party construction managers to assist with such supervision and inspection. The City shall provide an accounting to the Developer of the use of the Contribution upon completion and acceptance of the Off-Site Improvements. The Developer shall not be responsible for any costs associated with the Off Site Improvements in excess of the Contribution. If any portion of the Contribution remains following the satisfactory completion and acceptance of the Off Site Improvements, such overage shall be remitted to the Developer within thirty (30) days following such completion and acceptance.

Section 4.06 Issuance of Building Permits for Project.

Notwithstanding the foregoing, no building permit for the Project shall be issued until (i) the existing building on the Project Site has been demolished, (ii) the City has been conveyed all property required to accommodate the Off Site Improvements, including the land required to accommodate the Chestnut-Washington Street intersection improvements, and (iii) the Developer has submitted in the Contribution in full.

ARTICLE FIVE

TAX GUARANTY

Section 5.01 RSA 79-E Tax Relief.

Provided that the Developer qualifies for and is granted RSA 79-E tax relief until the commencement of payment of taxes for Tax Year 2023 (as described below), the Developer and City agree that for the period of RSA 79-E tax relief commencing upon the issuance of the first temporary certificate of occupancy for any building to be developed on the Project Site (which constitutes substantial completion of a replacement structure pursuant to RSA 79-E:5), the taxes for the Project Site shall be set, as per New Hampshire RSA 79-E, at the assessed value for the Project Site in place as of the time the City approves the application for tax relief and the Developer grants to the City the covenant to protect public benefit as required by the City's 79-E tax relief program. The Developer, at its election, may apply for such tax relief, and the City, at its election, may grant (but is not obligated to grant) such relief based upon the City's review of the Developer's application.

In the event that the Developer is denied RSA 79-E tax relief or does not obtain the amount of tax relief it seeks, the Developer, at its election, may terminate this Development Agreement, or re-open negotiations to modify the terms and conditions of this Agreement. Modifications of this Agreement may require the approval of the City Council as determined by the City Manager.

Section 5.02 Taxes.

After the expiration of such RSA 79-E tax relief period, the Project Site shall have a Minimum Guaranteed Tax Assessment Value as follows:

- (a) Beginning in Tax Year 2023 (with an assessment as of April 1, 2023 and first payment due December 1, 2023), and through the Tax Year 2027, the Minimum Guaranteed Tax Assessment Value for the Project Site shall be Five Million and 00/100 Dollars (\$5,000,000.00); and
- (b) Beginning in Tax Year 2028 (with an assessment as of April 1, 2028 and first payment due December 1, 2028), and through the Tax Year 2048, Minimum Guaranteed Tax Assessment Value for the Project Site shall be Eight Million and 00/100 Dollars (\$8,000,000.00).

See Tax Year Timeline at Exhibit E. The timeline is intended to be consistent with this Section 5.02. The parties acknowledge that upon issuance of temporary certificates of occupancy for the improvements developed on the Project Site, the City will establish the actual assessed value of each respective improvement for which a temporary certificate of occupancy is sought. During the period that the Minimum Guaranteed Tax Assessment Values for the Project Site are in place, if the actual assessed value of the Project Site decreases by more than twenty-five percent (25%) from the most recent establishment of the actual assessed value of the Project Site in any five year period, and provided that the resulting actual assessed value is less than the then-applicable Guaranteed Tax Assessment Value, the parties agree to discuss whether and how to continue with the Developer's obligations to pay ad valorem taxes based on the applicable Guaranteed Tax Assessment Value for the Project Site, but the City is not required to grant any such relief.

Section 5.03 Tax Shortfalls.

To the extent that in any tax year from Tax Year 2023 to Tax Year 2048, the *ad valorem* real property taxes assessed for Project Site are less than the Guaranteed Tax Assessment Value for that year (as provided above), then the Developer shall be responsible for the payment of the difference to the City as if the Project Site was assessed at the Guaranteed Tax Assessment 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.

Section 5.04 Performance Mortgage.

Following acquisition of the Project Site by the Developer, the Developer shall convey to the City a performance mortgage or other such surety which is satisfactory to the City, to be recorded against the Project Site and the City Parking Lots, to secure the Developer's obligations pursuant to Sections 5.02 and 5.03, above (the "Performance Mortgage"). The form of the Performance Mortgage is attached as Exhibit B. The performance mortgage shall

be in addition to any financial sureties customarily required by the City for the construction and development of property. The City shall reasonably cooperate with any lender(s) of the Developer regarding the exercise of rights by the City to enforce the covenants within that mortgage, provided that the Performance Mortgage is not subject to discharge or termination without the written consent of the City in the event of a foreclosure of those lenders' mortgages.

ARTICLE VI DEFAULT

Section 6.01 Events of Default.

The following shall constitute events of default under this Development Agreement:

(a) *Material Breach of Agreement.* The material breach by the Developer of its duties and obligations under this Agreement or any related agreement or document, including the failure to pay any sums pursuant to this Agreement, when due, followed by the failure by the Developer to cure such breach within fifteen (15) days of written notice of such breach by the City; or such additional time as is reasonably needed to cure such default, provided the Developer is diligently pursuing a cure of the default.

(b) *Failure to Adhere to Agreement.* The failure of the Developer to fulfill those duties and obligations in a timely manner, as set forth in this Development Agreement.

(c) *False Statements.* Any statement, representation or warranty made by the Developer in this Development Agreement or in connection herewith, or any statement, report, schedule, certificate, or other instrument furnished by the Developer proves to be false, incorrect or misleading in any material respect;

(d) *Invalid Agreement.* Any material provision of this Development Agreement or any related agreement or document which, at any time for any reason, ceases to be valid and binding on or declared to be null and void, or the validity or enforceability thereof shall be contested by the Developer, or the Developer denies that it has any or further liability or obligation under this Agreement or any other related agreement or document.

(e) *Failure of Security.* If the security interests and liens created by the Performance Mortgage shall cease to be valid and perfected security interests or liens, as the case may be, in favor of the City with the priorities stated therein.

(f) *Failure to Obtain or Lapsing of Permits and Approvals.* The occurrence of any Approval Default, including the failure of the Developer to obtain and/or maintain in a timely manner all permits and approvals, including any certificates, permits, variances, special exceptions and/or other approvals from all federal, state and municipal authorities, including without limitation all approvals and permits relating to subdivision and site plan review, architectural design review, zoning, building codes, water supply and sewage, and environmental laws relating to the development of the Project and the Project Site.

(g) *Attempted Assignment.* The Developer assigns or attempts to assign its rights under this Development Agreement or any interest therein, without the consent of the City which shall not unreasonably be withheld.

(h) *Construction Breach.* The Developer does not complete construction of the Project or the Project Site in accordance with approved plans and specifications or this Development Agreement, or the Developer makes any material change to such plans and specifications without receiving the prior written consent of the City.

(i) *Liens.* Any mechanics', laborers', materialmen's or similar statutory liens, or any notice thereof, are filed against all or any portion of the Project Site and/or the related improvements which are not be discharged or bonded within thirty (30) days of such filing or such greater period of time as shall be permitted by the terms of this Development Agreement.

(j) *Cessation of Work.* Any cessation occurs at any time in construction of the Project, once building permits are issued, for more than thirty (30) days except for strikes, riots, or other causes beyond the Developer's control, without the written consent of the City.

(k) *Tax Liens.* A filing against or relating to the Developer or its principals of (i) a federal tax lien in favor of the United States of America or any political subdivision of the United States of America, or (ii) a state tax lien in favor of any state of the United States of America or any political subdivision of any such state, which is not dismissed within sixty (60) days of the filing date thereof or which the Developer is not contesting in good faith.

(l) *Assignment for Benefit of Creditors; Insolvency.* If the Developer makes an assignment for the benefit of creditors, or institutes any proceeding seeking relief on its behalf as debtor or to adjudicate it as insolvent, or seeking reorganization, arrangement, adjustment or composition of it or its debts under any law of the United States, or any state, relating to insolvency or reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property, or consents by answer or otherwise to the institution of any such proceeding against it.

(m) *Bankruptcy.* If any proceeding is instituted against the Developer seeking to have an order for relief entered against it as debtor or to adjudicate it as bankrupt, or seeking reorganization, arrangement, adjustment or composition of it or its debts under any law of the United States, or any state, relating to bankruptcy or reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property, which either (i) results, without the consent or acquiescence of the Borrower in any such entry of an order for relief, adjudication of bankruptcy or issuance or entry of any other order having a similar effect, or (ii) is not dismissed within forty-five (45) days of the date any such order or adjudication is entered.

(n) *Injunctive Relief.* The entry of any court order which enjoins, restrains or in any way prevents the Developer from fulfilling all or any part of its obligations under this Development Agreement, which is not dismissed within thirty (30) days of the filing date thereof or which the Developer is not contesting in good faith.

(o) *Sale; Transfer of Project Site.* The sale, transfer, encumbrance, conveyance or other disposition of all or any portion of the Project Site (except the leasing of portions of the Project Site in the ordinary course of business) until such time as the Performance Mortgage has been released or discharged as to such portion of the Project Site.

(p) *Merger, Dissolution, Consolidation.* The dissociation, dissolution, termination, liquidation, consolidation or merger of the Developer, or any change in the identity, authority or responsibilities of any person having management or policy authority with respect to the Developer from that existing at the execution of this Agreement, without prior written consent from the City.

Section 6.02 Non-Exclusive Rights and Remedies.

In the event of a default of the Developer's obligations under this Development Agreement or any collateral document related to this Development Agreement, the City shall have any and all rights and remedies as set forth in this Development Agreement, in any sureties required by this Development Agreement, and in the Performance Mortgage. Such rights and remedies are non-exclusive, and the City shall have any and all other rights at law or in equity. In the event that the City must engage counsel or expend any other sums for the purpose of enforcing its rights under this Development Agreement or the Performance Mortgage, the Developer shall be responsible for the payment of the City's reasonable fees, costs and expenses, including attorney's fees.

ARTICLE VII MISCELLANEOUS

Section 7.01 Agreement Termination.

In the event that this Development Agreement or any aspect thereof is terminated, and unless otherwise stated in this Development Agreement, termination must be accomplished by a writing provided by the terminating party(ies) to the other party(ies). Except as provided in this Development Agreement, upon any such termination, a party shall have no further rights or obligations hereunder except those obligations that expressly survive such termination.

Section 7.02 Indemnification.

(a) 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 or (ii) the development of the Project Site or the City Parking Lots, including the construction, 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, willful misconduct or fraudulent action of the City, the members of the City Council and the City's respective officers, attorneys, agents and employees. Notwithstanding the foregoing, the indemnity obligations in this Section 7.02 shall not apply to the City Parking Lots during the time period that the City has conveyed the City Parking Lots to the Developer, but has exclusive use of such parking lots pursuant to Section 4.03 of this Agreement.

(b) 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, as applicable, and the Developer, respectively, 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 not be paid by the indemnified party unless (i) the employment of such counsel has been specifically authorized by the Developer, as applicable, in writing, or (ii) the Developer, as applicable, 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, 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 expense of the Developer, the Developer shall not have the right to assume the defense of such action on behalf of such indemnified party and the Developer shall not be responsible for payment of the fees and expense of such separate counsel.

(c) 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 7.03 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 or transmitted by telecopy or facsimile transmission (which shall be immediately confirmed by telephone and shall be followed by mailing an original of the same within 24 hours after such transmission) 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: Hellenic Realty Partners, LLC
263 Central Avenue
Dover, New Hampshire 03820

With a copy to: Karyn P. Forbes, Esq.
Shaheen & Gordon, P.A.
107 Storrs Street
PO Box 2703
Concord, New Hampshire 03301

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 7.04 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 7.05 Successors and Assigns.

This Development Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

Section 7.06 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 7.07 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 7.08 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 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. All covenants, conditions, promises and agreements in this Development Agreement by or on behalf of the City or the Developer shall be for the sole and exclusive benefit of the City or the Developer, respectively.

Section 7.09 Amendment.

This Development Agreement may be amended, from time to time, by written supplement hereto and executed by both the City and the Developer. In the event that any amendment to this Development Agreement is, in the sole judgment of the City Manager, materially different from the authority granted to the City Manager to execute and deliver this Development Agreement, such amendment shall require approval of the City Council.

Section 7.10 Time is Of the Essence.

The parties acknowledge that TIME IS OF THE ESSENCE in the timely performance of such duties and obligations under this Development Agreement.

Section 7.11 Counterparts.

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

Section 7.12 Effective Date.

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

Section 7.13 Notice of Agreement.

This Development Agreement shall not be recorded. However, at the request of any party, notice of this Development Agreement may be recorded. The contents of the notice shall be reasonably acceptable to the parties.

Section 7.14 Robbins Development Agreement.

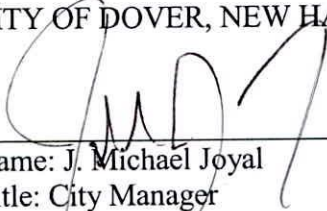
The parties acknowledge and agree that unless otherwise specifically stated herein, the Developer has no rights and the City has no duties or obligations to Developer under the Robbins Development Agreement, including but not limited to the conveyance of parking rights referenced in Section 4.03 of the Robbins Development Agreement.

[Signature Page follows]

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

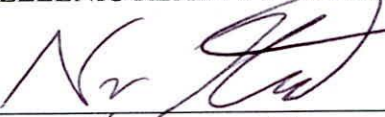
CITY OF DOVER, NEW HAMPSHIRE

By:


Name: J. Michael Joyal
Title: City Manager
Duly authorized

HELLENIC REALTY PARTNERS, LLC

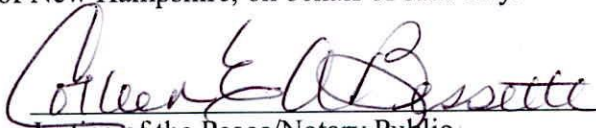
By:


Name: NICHOLAS KOSTES
Title: MANAGING PARTNER

STATE OF NEW HAMPSHIRE

COUNTY OF Strafford

The foregoing instrument was acknowledged before me this 21 day of January, 2016, by J. Michael Joyal, the City Manager of the City of Dover, New Hampshire, a body politic, under the laws of the State of New Hampshire, on behalf of said City.



Justice of the Peace/Notary Public

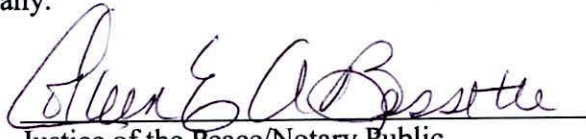
My Commission Expires:

Notary Seal or Stamp:

COLLEEN E.A. BESSETTE, Notary Public
My Commission Expires September 18, 2018

STATE OF NEW HAMPSHIRE
COUNTY OF Strafford

The foregoing instrument was acknowledged before me this 15 day of January, 2016, by Nicholas Kostas, the managing Partner, of Hellenic Realty Partners, LLC, a limited liability company organized under the laws of the State of New Hampshire on behalf of said limited liability company.



Justice of the Peace/Notary Public

My Commission Expires: **COLLEEN E. A. BESSETTE, Notary Public**

Notary Seal or Stamp: **My Commission Expires September 18, 2018**

EXHIBIT A

Robbins Development Agreement

[attached]

DEVELOPMENT AGREEMENT

THIS AGREEMENT (the "Development Agreement" or "Agreement") is dated as of October 15, 2014, 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 **RICHARD L. ROBBINS, STANLEY B. ROBBINS AND JUDITH E. WEISNER**, Trustees of the **SIDNEY ROBBINS FAMILY TRUST**, a New Hampshire irrevocable trust, under a declaration of trust dated May 25, 1990, with an address of 50 Atlantic Avenue, Seabrook, New Hampshire 03874 (the "Trust") and **104 WASHINGTON STREET LLC**, a New Hampshire limited liability company, with an address of PO Box 1535, City of Dover, County of Strafford and State of New Hampshire 03820 ("104") (104 and the Trust are sometimes collectively referred to as the "Owner").

RECITALS:

A. 104 and the Trust individually own certain real properties, including buildings thereon, identified as Map 2, Lots 4, 5, 6, 6A, 7, 8, 8A, and 9, said property consisting of 1.15 acres, more or less, in the aggregate, which fronts along Washington Street, and is situated between Locust Street and Chestnut Street in Dover, New Hampshire (the "Project Site"); and

B. The City is interested in expanding commercial and mixed use development throughout the city, and specifically in the downtown Central Business District; and

C. The Owner is interested in redeveloping the Project Site, and is seeking the highest and best use of the Project Site; and

D. The City desires to provide incentives to the Owner and to any developer which the Owner may engage for the redevelopment of the Project Site, to spur the redevelopment of the Project Site, whether by the Owner, a developer or some third party who comes to own, manage or control the Project Site; and

E. The Owner and the City wish to document their Agreement pursuant to which the City will provide such incentives to attract the development of the Project Site.

NOW THEREFORE, in consideration of the mutual covenants herein set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01 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 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.

"City Parking Lots" shall have the meaning ascribed to it in Section 4.01 of this Development Agreement.

"Developer" means the Owner if it redevelops the Project Site, or a developer engaged by the Owner to redevelop the Project Site.

"Development Agreement" or *"Agreement"* means this Development Agreement, by and between the City and the Owner, as amended or supplemented from time to time and as may be assigned to and assumed by a Developer.

"Guaranteed Assessed Value" shall have the meaning ascribed to it in Section 5.01 of this Agreement.

"Guaranteed Taxes" shall have the meaning ascribed to it in Section 5.01 of this Agreement.

"Monthly Business Rate" means the parking rate for renting parking spaces from the City on a monthly basis adjusted periodically based on market conditions.

"125" means 125 Washington Street, Inc.

"125-City Agreement" shall have the meaning ascribed to it in Section 2.03 of this Agreement.

"Owner" means Richard L. Robbins, Stanley B. Robbins and Judith E. Weisner, Trustees of the Sidney Robbins Family Trust and 104 Washington Street, LLC, collectively, and their respective trustees, beneficiaries, managers and members, and their respective heirs, successors and assigns, where the context of this Development Agreement permits.

"*Parking Permits*" shall have the meaning ascribed to it in Section 4.03 of this 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 Site*" shall have the meaning ascribed to it in the Preamble 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.

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

"*Term*" shall have the meaning ascribed to it in Section 4.03 of this Agreement.

"*Trust*" means Richard L. Robbins, Stanley B. Robbins and Judith E. Weisner, Trustees of the Sidney Robbins Family Trust.

ARTICLE II

CONDITIONS PRECEDENT

Section 2.01 City Manager Delivery/City Council Approval.

The Parties acknowledge and agree that unless and until this Agreement is executed and delivered by the City Manager, it is not binding on either party. In the event that the City Manager must seek approval from the City Council for the City (the "City Council") to enter into this Agreement, this Agreement is not binding on either Party until approved by the City Council. If the City Council shall fail or refuse to approve this Agreement, this Agreement shall terminate and shall be of no force or effect. The City's General Legal Counsel shall opine that this Agreement has all approval required under law.

Section 2.02 Value of Project Site.

Except as otherwise provided in this Development Agreement, the parties acknowledge that the City's obligations under this Development Agreement shall not arise unless the Owner reasonably demonstrates that the assessed value of the Project Site following the issuance of certificates of occupancy for the redevelopment of all or a portion of the Project Site, shall increase by at least twenty percent (20%) over the assessed value of the Project Site prior to such redevelopment. In the event that the development of the Project Site is approved, but construction is to be phased, the City shall convey the City Parking Lots to the Owner and the

Owner shall enter into a development agreement, satisfactory to the City, which shall provide for joint use with the City of the City Parking Lots, such use to be phased proportionately based upon that portion of the intended increase in assessed value of the improvements to be completed in each phase pursuant to the phased construction plan.

Section 2.03 City Acquisition and Development of Other Land.

This Development Agreement is contingent upon the acquisition by the City of lands across Washington Street from the Project Site, consisting of a 4,384 square foot parcel, more or less, and an 83 square foot parcel, more or less, now or formerly owned by 125 Washington Street, Inc. ("125"), which lands are a portion of Map 2, Lot 53 in the City of Dover (the "125 Parcel"), pursuant to a purchase and sale agreement between 125 and the City executed at even or near date (the "125-City Agreement"), together with the development of a parking facility on land owned by the City adjacent to the 125 Parcel. In the event that the parties to the 125-City Agreement fail to reach agreement on the final terms and conditions to such agreement, then this Agreement shall be void and of no force or effect.

ARTICLE III

REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 3.01 Representations, Covenants and Warranties of the Owner.

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

(a) *Organization.* Each of the Trust and 104 have the power and authority to own their own respective properties and assets, and to carry on its business in the State as now being conducted and as hereby contemplated.

(b) *Authority.* Each of the Trust and 104 have the power and authority to enter into and to perform its obligations under this Development Agreement, and have 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 Trust and 104.

(c) *Binding Obligation.* This Development Agreement is a legal, valid and binding obligation of each of the Trust and 104, enforceable against each of the Trust and 104 in accordance with its terms, subject to bankruptcy and other equitable principles.

(d) *No Conflict.* The execution and delivery by each of the Trust and 104 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 Trust and 104, respectively, 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 either the Trust or 104; (i) in any way questioning the due formation and valid existence of the Trust or 104; (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 either of the Trust or 104, or any of its principals, or its ability to perform its obligations under this Development Agreement.

Section 3.02 Representations of the City.

The City represents and warrants to each of the Trust and 104 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 shall approve, authorize, or consent to any action or activity within or required for the development of the Project Site, 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 any party'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 Site.

ARTICLE IV

CITY INCENTIVES AND ACKNOWLEDGMENTS

Section 4.01 City Incentives – City Parking Lots.

Provided that any and all conditions precedent identified in this Agreement have been satisfied, and further provided that the Owner shall have materially performed all of its duties, covenants and obligations in this Development Agreement, the City shall convey or lease for a term of ninety-eight (98) years at Developer's choice, two (2) parcels of City-owned land adjacent to the Project Site to the Owner for the sum of One Dollar (\$1.00) of purchase price or One Dollar (\$1.00) per year of rent, per the Developer's choice. The two adjacent parcels are known as Map 2, Lots 2 and 3 (the "City Parking Lots"). The City Parking Lots shall be conveyed by quitclaim deed or lease agreement, per the Developer's choice, but subject to any easements, covenants or restrictions of record, and shall be conveyed "as is", "where is" and "with all faults" as to their physical condition. The City's obligation to convey or lease the City Parking Lots is subject to the ability of the City to terminate or modify, to the satisfaction of the Owner a certain lease agreement between the City and the State of New Hampshire dated July 2, 2001 for the State's use of the City Parking Lots. The Owner shall keep the City reasonably informed of intentions by it or its Developer regarding the use of the City Parking Lots as part of any development, including whether the City Parking Lots will be used for parking and/or the construction of structures. The City shall keep the Owner reasonably informed of its efforts to obtain the release of the State of New Hampshire lease. Notwithstanding the foregoing, there shall be no obligation for any party to furnish information to the other during any period in which that party is subject to a non-disclosure obligation.

Section 4.02 City Incentives – No or Partial Conveyance of City Parking Lots.

If the City is unable to convey or lease in total the City Parking Lots in the manner described above, the City shall provide Owner with thirty (30) parking permits for reasonably comparable motor vehicle parking at a location within six hundred (600) linear feet of the nearest lot line of the Project Site for the equivalent number of parking spaces in the City Parking Lots. If the City is unable to convey or lease a portion of the City Parking Lots in the manner described above, the City shall provide Owner with thirty (30) parking permits, less the number which is available on the portion of the City Parking Lots actually conveyed or leased for reasonably comparable motor vehicle parking at a location within six hundred (600) linear feet of the nearest lot line of the Project Site for the equivalent number of parking spaces in the City Parking Lots. The charges for the parking permits shall be based on the same graduated fee schedule set forth in Section 4.03, below. The parties acknowledge that the estimated cost of site remediation in order for the City Parking Lots to be put to their intended use by the Owner or its Developer, is grounds for the City to assert that it is unable to convey the City Parking Lots. To the extent that the City is unable to convey the City Parking Lots as a result of such site remediation costs, but is otherwise permitted to maintain vehicle parking on such lots, the City shall enter into a lease with the Owner providing for exclusive rights to park on the City Parking Lots for the period and consideration set forth in Section 4.01 above; provided that the Owner reasonably maintains the City Parking Lots for such parking purposes at its sole cost and expense, and releases the City and holds it harmless from any and all claims, suits, actions, losses, damages, fees, costs and expenses related to such parking use. The City acknowledges

that to provide such reasonably comparable motor vehicle parking may (but not necessarily shall) require the construction of additional parking facilities or structures.

Section 4.03 City Incentives – Parking Rights.

(a) Provided that any and all conditions precedent identified in this Agreement have been satisfied, and further provided that the Owner has materially performed all of its duties, covenants and obligations in this Development Agreement, the City, upon completion of City's construction of the municipal parking facility on Map 2, Lot 83, as more fully described in the 125-City Agreement, shall provide to the Owner the right, but not the obligation, to acquire fifteen (15) parking permits (the "Parking Permits") for spaces to be located in the municipal parking facility or on Orchard Street lot for a term of forty-five (45) years from completion of the redevelopment of the Project Site (the "Term"), subject to the following payment schedule:

(i) For the first twenty-five (25) years of the Term, Owner may acquire the Parking Permits without charge; and

(ii) For the next ten (10) years of the Term, Owner may acquire the Parking Permits at the rate that is equal to fifty percent (50%) of the Monthly Business Rate; and

(iii) For the last ten (10) years of the Term, Owner may acquire the Parking Permits at the rate that is equal to sixty-six percent (66%) of the Monthly Business Rate.

(b) Upon the expiration of the Term, Owner may continue to acquire the Parking Permits in perpetuity on a year to year basis at the Monthly Business Rate. The Parking Permits may only be used by the Owner, or any of the Owner's agents, employees, invitees, or any owners or tenants, or such tenants' agents, employees or invitees so long as such users come to lawfully occupy the Project Site improvements. If at any time during the Term, or at any time thereafter, continuing into perpetuity, Owner elects not to acquire any or all of the Parking Permits but at a subsequent time, desires to re-acquire such Parking Permits, Owner may so re-acquire such permits upon one (1) year's prior written notice to the City of Owner's intention to acquire the same. In the event that an issue arises regarding the availability of parking spaces for Owner or its respective tenants in the municipal parking facility or the Orchard Street lot, the City shall resolve such issue to reasonable satisfaction of Owner. In the event that the City elects to replace the municipal parking facility or the Orchard Street lot with a use other than for parking, such permits shall terminate and the Owner shall have no claims for damages or other compensation for the loss of such parking rights.

(c) All of the rights of the Owner under this Agreement may be assigned by Owner to the Developer and may be used by tenants, purchasers and other parties and their invitees lawfully occupying or using the Project Site.

Section 4.04 Project Site Redevelopment – Acknowledgment.

As part of the development of the Project Site, the City desires to redesign the western side of the Project Site to align Chestnut Street at the intersection of Washington Street, pursuant to a design consistent with good traffic engineering practices. The Owner agrees to work in good faith with the City to accomplish the City goals. The parties shall take into consideration

the planned development of the Project Site, especially the planned use of the existing buildings on Chestnut Street in the layout of any redesign of Chestnut Street. In the event that the Owner enters into a purchase agreement for the Project Site, Owner agrees to include a provision in such agreement requiring the purchaser of the Project Site to engage in such good faith cooperation between it and the City.

ARTICLE V

TAX GUARANTY

Section 5.01 Targeted Taxes.

A critical element in the decision of the City to enter into this Development Agreement is the generation of *ad valorem* real property taxes for the productive redevelopment of the Project Site. To that end, in order for the Owner to obtain the benefit of the incentives provided by the City in this Development Agreement, the rights of Owner are conditioned upon *ad valorem* taxes attributable to the Project Site following redevelopment of all or a portion of the Project Site, being equal to those *ad valorem* taxes due as if the equalized assessed value of the Project Site is no less than twenty percent (20%) greater than the equalized assessed value of the Project Site prior to such development (the "Guaranteed Assessed Value") at the completion of those improvements or phases (in the instance of a phased project) intended to increase the equalized assessed value of the Project Site improvements to the Guaranteed Assessed Value. The Guaranteed Assessed Value must be maintained for a period of not less than twenty (20) years (the "Tax Guarantee Period"). The taxes due in connection with the Guaranteed Assessed Value are defined as the "Guaranteed Taxes". At no time during the Tax Guarantee Period shall the equalized assessed value for the Project Site decrease below the Guaranteed Assessed Value. At any time during the Tax Guarantee Period, the City may conduct a revaluation of the Project Site. The Owner shall cooperate with the City to provide information, including cost certifications, leases, and other documents in connection with the redevelopment of the Project Site to permit an accurate assessed valuation for the Project Site.

Section 5.02 Tax Shortfalls.

To the extent that in any tax year during the Tax Guarantee Period, the *ad valorem* real property taxes assessed for Project Site are less than the Guaranteed Taxes, then the Owner shall be responsible for the payment of the difference (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.

ARTICLE VI

MISCELLANEOUS

Section 6.01 Agreement Termination.

In the event that this Development Agreement or any aspect thereof is terminated, and unless otherwise stated in this Development Agreement, termination must be accomplished by a

writing provided by the terminating party(ies) to the other party(ies). Except as provided in this Development Agreement, upon any such termination, a party shall have no further rights or obligations hereunder except those obligations that expressly survive such termination.

Section 6.02 Indemnification.

(a) The Owner 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 Owner, its agents or anyone who is directly employed in connection with (i) this Development Agreement or (ii) the development of the Project Site or the City Parking Lots, including the construction, maintenance, repair and replacement of any improvements which the Owner is required to undertake pursuant to this Development Agreement or any Permit or Approval, or (iii) its acquisition and use of the Parking Permits, 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, willful misconduct or fraudulent action of the City, the members of the City Council and the City's respective officers, attorneys, agents and employees.

(b) 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 Owner, as applicable, and the Owner, respectively, 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 Owner, as applicable, in writing, or (ii) the Owner, as applicable, 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, the Owner and its 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 Owner, in which case, if the indemnified party notified the Owner in writing that it elects to employ separate counsel at the expense of the Owner, the Owner shall not have the right to assume the defense of such action on behalf of such indemnified party and the Owner shall be responsible for payment of the fees and expense of such separate counsel.

(c) 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.

(d) Upon the sale by the Owner to the Developer of the Project Site, all obligations of the Owner under this Section 6.02 shall be assumed by the Developer for obligations arising on or after the date of the Assignment.

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 or transmitted by telecopy or facsimile transmission (which shall be immediately confirmed by telephone and shall be followed by mailing an original of the same within 24 hours after such transmission) 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

Owner: Richard L. Robbins, Stanley B. Robbins
and Judith E. Weisner, Trustees of the Sidney Robbins
Family Trust
50 Atlantic Avenue
Seabrook, New Hampshire 03874

and

104 Washington Street, LLC
PO Box 1535
Dover, New Hampshire 03820

With a copy to: Karen S. McGinley, Esq.
Devine, Millimet & Branch, Professional Association
111 Amherst Street
Manchester, NH 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. The Owner shall provide in writing, an address for its Developer, when the identity of the Developer is ascertained.

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. The Owner's rights and obligations under this Agreement may be assigned to a Developer which intends to redevelop the Project Site. Any such assignment of this Development Agreement shall be in writing, shall clearly identify the scope of the rights and obligations assigned and the assignee shall agree to comply with the terms contained herein. Notwithstanding the foregoing, the prior written consent of the City shall not be required for a collateral assignment of this Development Agreement by the Owner to an institutional commercial lender for the express purpose of obtaining a loan for the redevelopment of the Project Site 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 person or entity other than the City and the Owner and its Developer any rights, remedies or claims under or by reason of this Development Agreement or any covenants, conditions or stipulations hereof. All covenants, conditions, promises and agreements in this Development Agreement by or on behalf of the City or the Owner shall be for the sole and exclusive benefit of the City, the Owner.

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 Owner.

Section 6.10 Time is Of the Essence.

The parties acknowledge that TIME IS OF THE ESSENCE in the timely performance of such duties and obligations under this Development Agreement.

Section 6.11 Counterparts.

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

Section 6.12 Effective Date.

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

Section 6.13 Notice of Agreement.

This Development Agreement shall not be recorded. However, at the request of any party, notice of this Development Agreement may be recorded. The contents of the notice shall be reasonably acceptable to the parties.

[Signature Page follows]

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: [Signature] 10/15/14
Name: J. Michael Joyal
Title: City Manager

104 WASHINGTON STREET, LLC

[Signature]

Its Manager
Duly authorized

By: [Signature]
Richard L. Robbins, Trustee of the Sidney Robbins Family Trust, Duly authorized
Duly authorized

By: [Signature]
Stanley B. Robbins, Trustee of the Sidney Robbins Family Trust, Duly authorized

By: [Signature]
Judith E. Weisner, Trustee of the Sidney Robbins Family Trust, Duly authorized

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

The foregoing instrument was acknowledged before me this 15 day of October, 2014, by J. Michael Joyal, the City Manager, of the City of Dover, New Hampshire, a body politic, under the laws of the State of New Hampshire, on behalf of said City.

[Signature]

Justice of the Peace/Notary Public

My Commission Expires: COLLEEN E. A. BESSETTE, Notary Public
My Commission Expires September 18, 2018

Notary Seal or Stamp:
[Sign in Black Ink]

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

The foregoing instrument was acknowledged before me this 15 day of October, 2014, by Stanley B Robbins (name), Manager, of 104 Washington Street, LLC, a limited liability company organized under the laws of the State of New Hampshire on behalf of said limited liability company.

Colleen E. A. Besette

Justice of the Peace/Notary Public
My Commission Expires: COLLEEN E. A. BESSETTE, Notary Public
My Commission Expires September 18, 2018
Notary Seal or Stamp:
[Sign in Black Ink]

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

The foregoing instrument was acknowledged before me this 21st day of October, 2014, by Richard L. Robbins, Trustee of the Sidney Robbins Family Trust, a New Hampshire trust.

Priscilla J. Stephens

Justice of the Peace/Notary Public
My Commission Expires: 9/30/15
Notary Seal or Stamp:
[Sign in Black Ink]

14
15 OS

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

The foregoing instrument was acknowledged before me this 15 day of October, 2014,
by Stanley B. Robbins, Trustee of the Sidney Robbins Family Trust, a New Hampshire trust.

Colleen E. A. Besette

Justice of the Peace/Notary Public

My Commission Expires:

Notary Seal or Stamp: COLLEEN E. A. BESSETTE, Notary Public
My Commission Expires September 18, 2018

[Sign in Black Ink]

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

The foregoing instrument was acknowledged before me this 31st day of
October, 2014, by Judith E. Weisner, Trustee of the Sidney Robbins Family Trust, a
New Hampshire trust.

Prescilla J. Stephens

Justice of the Peace/Notary Public

My Commission Expires: 9/30/15

Notary Seal or Stamp:

[Sign in Black Ink]

**CORRECTION OF DEVELOPMENT AGREEMENT
AND
AMENDMENT OF ASSIGNMENT RIGHTS UNDER
DEVELOPMENT AGREEMENT**

THIS CORRECTION OF DEVELOPMENT AGREEMENT AND AMENDMENT OF ASSIGNMENT RIGHTS UNDER DEVELOPMENT AGREEMENT dated as of the 5th day of January, 2015, by and between **RICHARD L. ROBBINS, STANLEY B. ROBBINS AND JUDITH E. WEISNER**, Trustees of the **SIDNEY ROBBINS FAMILY TRUST**, a New Hampshire irrevocable trust, under a declaration of trust dated May 25, 1990, with an address of 50 Atlantic Avenue, Seabrook, New Hampshire 03874 (the "Trust") and **104 WASHINGTON STREET, INC.**, a New Hampshire corporation, with an address of PO Box 1535, City of Dover, County of Strafford and State of New Hampshire 03820 ("104") (104 and the Trust are sometimes collectively referred to as the Owners and sometimes as the "Assignor"), **THE 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 **125 WASHINGTON STREET, INC.**, a New Hampshire corporation, having an address of P.O. Box 1535, Dover, New Hampshire 03820 (hereinafter "Assignee"). (Assignor and Assignee are hereinafter referred to collectively as the "Parties" and each individually as a "Party").

RECITALS:

- A. 104 and the Trust individually own certain real properties, including buildings thereon, identified as Map 2, Lots 4, 5, 6, 6A, 7, 8, 8A, and 9, said property consisting of 1.15 acres, more or less, in the aggregate, which fronts along Washington Street, and is situated between Locust Street and Chestnut Street in Dover, New Hampshire (the "Development Property").
- B. A Development Agreement dated October 15, 2014, was executed among the Owners and the City (the "Development Agreement"). 104 was incorrectly named in the Development Agreement as 104 Washington Street LLC.
- C. Under the Development Agreement certain parking rights are to be granted by the City upon certain redevelopment of the Development Property pursuant to the provisions of the Development Agreement (the "Parking Rights").
- D. A portion of such Parking Rights are described in Section 4.03 of the Development Agreement (the "Section 4.03 Parking Rights").

E. The Assignor desires to assign to the Assignee, and the Assignee desires to receive, an assignment of the Section 4.03 Parking Rights pursuant to the terms set forth below.

NOW THEREFORE, in consideration of the mutual covenants herein set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. The parties to the Development Agreement, as acknowledged and agreed to by the City hereunder, amend the Development Agreement to delete all references to "104 Washington Street LLC" and insert in place the following: "104 Washington Street, Inc."

2. Assignor hereby assigns all rights, interest and obligations in, for and to the Section 4.03 Parking Rights to Assignee, which Section 4.03 Parking Rights shall be used for the benefit of the property owned by Assignee located at 125 Washington Street, Dover, New Hampshire. The Section 4.03 Parking Rights shall be available to Assignee upon the issuance of a certificate of occupancy for the redevelopment of the property of Assignor as contemplated in the Development Agreement.

3. The City and Owner hereby agree that the Section 4.03 Parking Rights may be assigned by Owner at any time to Assignee; provided, however, use of the Section 4.03 Parking Rights shall not be available to Assignee until substantial completion of the Development contemplated by the Development Agreement. The term "substantial completion", for purposes of this Correction of Development Agreement and Amendment of Assignment Rights Under Development Agreement, shall mean the issuance of a certificate of occupancy for the building to be developed pursuant to the Development Agreement. Section 4.03 Parking Rights may not be further assigned without the written consent of the City, which shall not be unreasonably withheld; provided, however, that no such consent of the City shall be required for an assignment by Assignee of the Section 4.03 Parking Rights to a purchaser of the property located at 125 Washington Street, Dover, New Hampshire.

4. In executing this instrument, the undersigned City Manager certifies that this Correction of Development Agreement and Amendment of Assignment Rights Under Development Agreement, as it pertains to the Section 4.03 Parking Rights, is consistent with the authorizations and approvals received to date from the Dover City Council.

5. This document shall be governed by the laws of the State of New Hampshire.

6. Except as otherwise provided in this Correction of Development Agreement and Amendment of Assignment Rights Under Development Agreement, the Development Agreement remains in full force and effect.

7. This document of the Section 4.03 Parking Rights is consented to by the City.

[Signature Page follows]

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

104 WASHINGTON STREET, INC.

By: _____
Stanley B. Robbins, President

SIDNEY ROBBINS FAMILY TRUST

By: _____
Richard L. Robbins, Trustee of the Sidney Robbins Family Trust, Duly authorized

By: _____
Stanley B. Robbins, Trustee of the Sidney Robbins Family Trust, Duly authorized

By: Judith E. Weisner
Judith E. Weisner, Trustee of the Sidney Robbins Family Trust, Duly authorized

CITY OF DOVER, NEW HAMPSHIRE

By: JM Joyal 1/5/15
Name: J. Michael Joyal
Title: City Manager

125 WASHINGTON STREET, INC.

By: _____
Stanley B. Robbins, President

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

104 WASHINGTON STREET, INC.

By: Stanley B. Robbins
Stanley B. Robbins, President

SIDNEY ROBBINS FAMILY TRUST

By: _____
Richard L. Robbins, Trustee of the Sidney Robbins Family Trust, Duly authorized

By: Stanley B. Robbins
Stanley B. Robbins, Trustee of the Sidney Robbins Family Trust, Duly authorized

By: _____
Judith E. Weisner, Trustee of the Sidney Robbins Family Trust, Duly authorized

CITY OF DOVER, NEW HAMPSHIRE

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

125 WASHINGTON STREET, INC.

By: Stanley B. Robbins
Stanley B. Robbins, President

7. This document of the Section 4.03 Parking Rights is consented to by the City

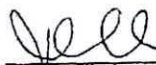
[Signature Page follows]

IN WITNESS WHEREOF, the parties have executed this Correction of Developer Agreement and Amendment of Assignment Rights Under Development Agreement as of the and year first above written.

104 WASHINGTON STREET, INC.

By: _____
Stanley B. Robbins, President

SIDNEY ROBBINS FAMILY TRUST

By:  _____
Richard L. Robbins, Trustee of the Sidney Robbins Family Trust, Duly authorized

By: _____
Stanley B. Robbins, Trustee of the Sidney Robbins Family Trust, Duly authorized

By: _____
Judith E. Weisner, Trustee of the Sidney Robbins Family Trust, Duly authorized

CITY OF DOVER, NEW HAMPSHIRE

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

125 WASHINGTON STREET, INC.

By: _____
Stanley B. Robbins, President

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

104 WASHINGTON STREET, INC.

By: _____
Stanley B. Robbins, President

SIDNEY ROBBINS FAMILY TRUST

By: _____
Richard L. Robbins, Trustee of the Sidney Robbins Family Trust, Duly authorized

By: _____
Stanley B. Robbins, Trustee of the Sidney Robbins Family Trust, Duly authorized

By: Judith E. Weisner
Judith E. Weisner, Trustee of the Sidney Robbins Family Trust, Duly authorized

CITY OF DOVER, NEW HAMPSHIRE

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

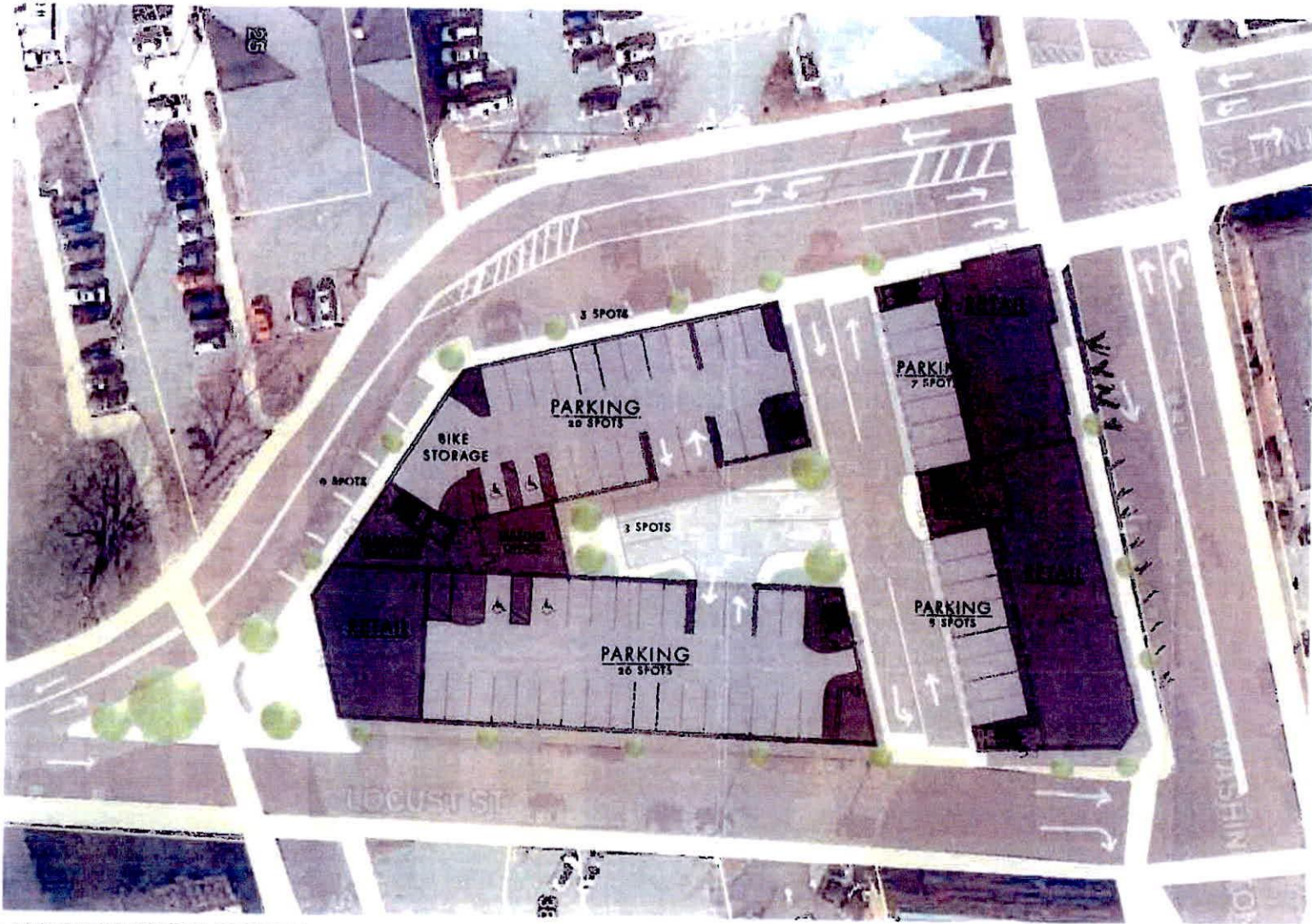
125 WASHINGTON STREET, INC.

By: _____
Stanley B. Robbins, President

EXHIBIT A-1

Project Conceptual Plan

[attached]



120 WASHINGTON STREET
DOVER, NH 03820

CONCEPTUAL SITE PLAN

1" = 40'

17 NOVEMBER 2014



11/17/14

EXHIBIT B

Performance Mortgage

MORTGAGE DEED

HELLENIC REALTY PARTNERS, LLC, a New Hampshire limited liability company, having an address of 263 Central Avenue, Dover, New Hampshire 03820 (hereinafter the "Mortgagor"), for valuable consideration, grants the **CITY OF DOVER**, a New Hampshire corporate and body politic, and political subdivision of the State of New Hampshire, having an address of 288 Central Avenue, Dover, New Hampshire 03820 (hereinafter the "Mortgagee"), **WITH MORTGAGE COVENANTS**, to secure the:

- A. The timely and proper performance and satisfaction of all obligations of the Mortgagor as provided in a certain Development Agreement by and between the Mortgagor and Mortgagee of even date, and any modifications or amendments thereto (hereinafter referred to as the "Agreement"), all as more fully described in the Agreement;
- B. Payment of all sums now or hereafter advanced by the Mortgagee in accordance herewith to protect the security of this Mortgage as provided for hereinafter;
- C. Payment, performance and satisfaction of Mortgagor's liabilities and other obligations under the terms, conditions, representations, warranties and covenants contained in this Mortgage and the Agreement and any and all amendments, deferrals, extensions, renewals and substitutions thereto and therefor.

The following premises:

LAND: Certain real properties in the City of Dover, New Hampshire, including buildings thereon, identified as Map 2, Lots 2, 3, 4, 5, 6, 6A, 7, 8, 8A, and 9, said property consisting of 1.8 acres, more or less, in the aggregate, which fronts along Washington Street, and is situated between Locust Street and Chestnut Street in Dover, New Hampshire, and more particularly described in Exhibit 1 annexed hereto and hereby made a part hereof (the "Mortgaged Premises").

II. IMPROVEMENTS AND FIXTURES: All buildings and improvements now situated upon the Mortgaged Premises or which may hereafter be constructed on the Mortgaged

Premises or added thereto, together with all fixtures now or hereafter owned by Mortgagor or in which Mortgagor has an interest (but only to the extent of such interest) and placed in or upon the Mortgaged Premises or the buildings or improvements thereon (the "Improvements").

TOGETHER WITH all privileges, and appurtenances thereto or in any way appertaining or belonging thereto, any and all rights of access serving the Mortgaged Property.

All of which land, Improvements and other property and rights hereby granted, sold and conveyed, or intended so to be, hereinafter generally referred to as the "Mortgaged Property".

The Mortgagor for itself and its successors and assigns covenants and agrees as follows:

1. Mortgagor will pay any indebtedness secured by this Mortgage at the time and in the manner as provided in the Agreement.
2. Mortgagor will faithfully perform all covenants, duties and obligations as set forth in the Agreement and this Mortgage.
3. Mortgagor will keep the Mortgaged Property in good order and condition and will not permit any waste thereof, reasonable wear and tear excepted.
4. Mortgagor will keep the structures, fixtures and improvements now existing or hereafter erected or situated on the Mortgaged Property insured against loss by fire and other hazards, casualties and contingencies, said insurance to be placed with such companies and be for such periods as may be required by the Mortgagee. Such policies shall be endorsed with a standard mortgagee clause, with loss payable to the Mortgagee and the Mortgagor as their interest may appear, and shall be deposited with the Mortgagee.
5. Mortgagor will pay, before the same become delinquent or any penalty attaches thereto for nonpayment, all taxes, assessments and charges of every nature that may now or hereafter be levied or assessed, upon the Mortgaged Property or any part thereof, and will pay, before the same become delinquent or any penalty attached thereto for the nonpayment, all taxes which by reason of nonpayment create a lien prior to the lien of the Mortgage and will thereupon submit to the Mortgagee such evidence of the due and punctual payment of such taxes, etc. as the Mortgagee may require.
6. Mortgagor will maintain the Mortgaged Property in compliance with all federal, state and local governmental rules, regulations, laws, permits and approvals.

The Mortgagor further agrees that if there shall be any default of any of the terms, conditions, or covenants of the Agreement or this Mortgage, all sums due the Mortgagee by the Mortgagor shall at the option of the Mortgagee become immediately due and payable, and the Mortgagee or its heirs, successors and assigns shall have the STATUTORY POWER OF SALE.

This is not homestead property of either person identified as the Mortgagor in this deed.

This Mortgage will be discharged by the Mortgagee at the termination of the Tax Guarantee Period, as that term is defined in the Agreement.

DATED this ____ day of _____, 201__.

HELLENIC REALTY PARTNERS, LLC

Witness

By:

Duly Authorized

(Name)

(Title)

CITY OF DOVER, NEW HAMPSHIRE

Witness

By:

J. Michael Joyal, City Manager
Duly Authorized

STATE OF _____
COUNTY OF _____, 201__

Personally appeared the above named _____, duly authorized
_____ of Hellenic Realty Partners, 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/she executed the same in his/her authorized capacity for the purposes therein contained.

Notary Public
My Commission Expires:

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD _____, 201__

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:

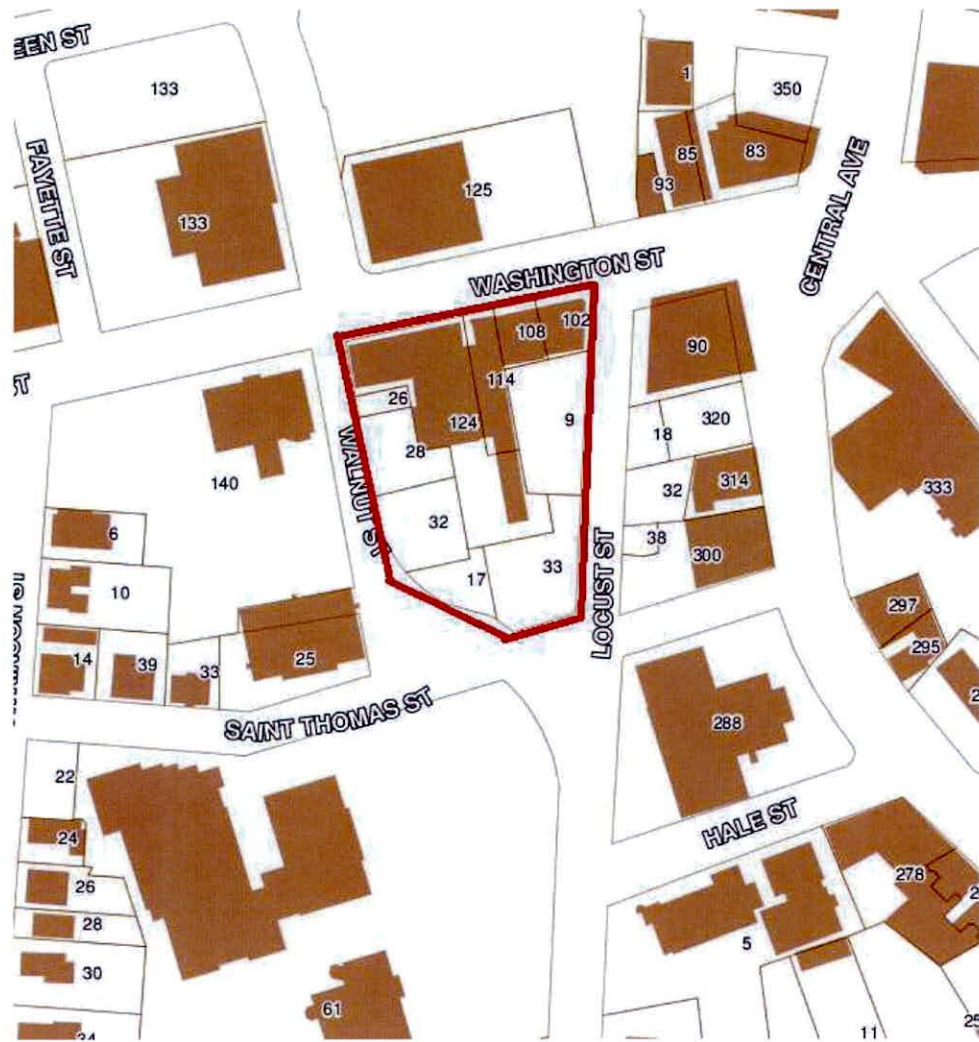
EXHIBIT 1

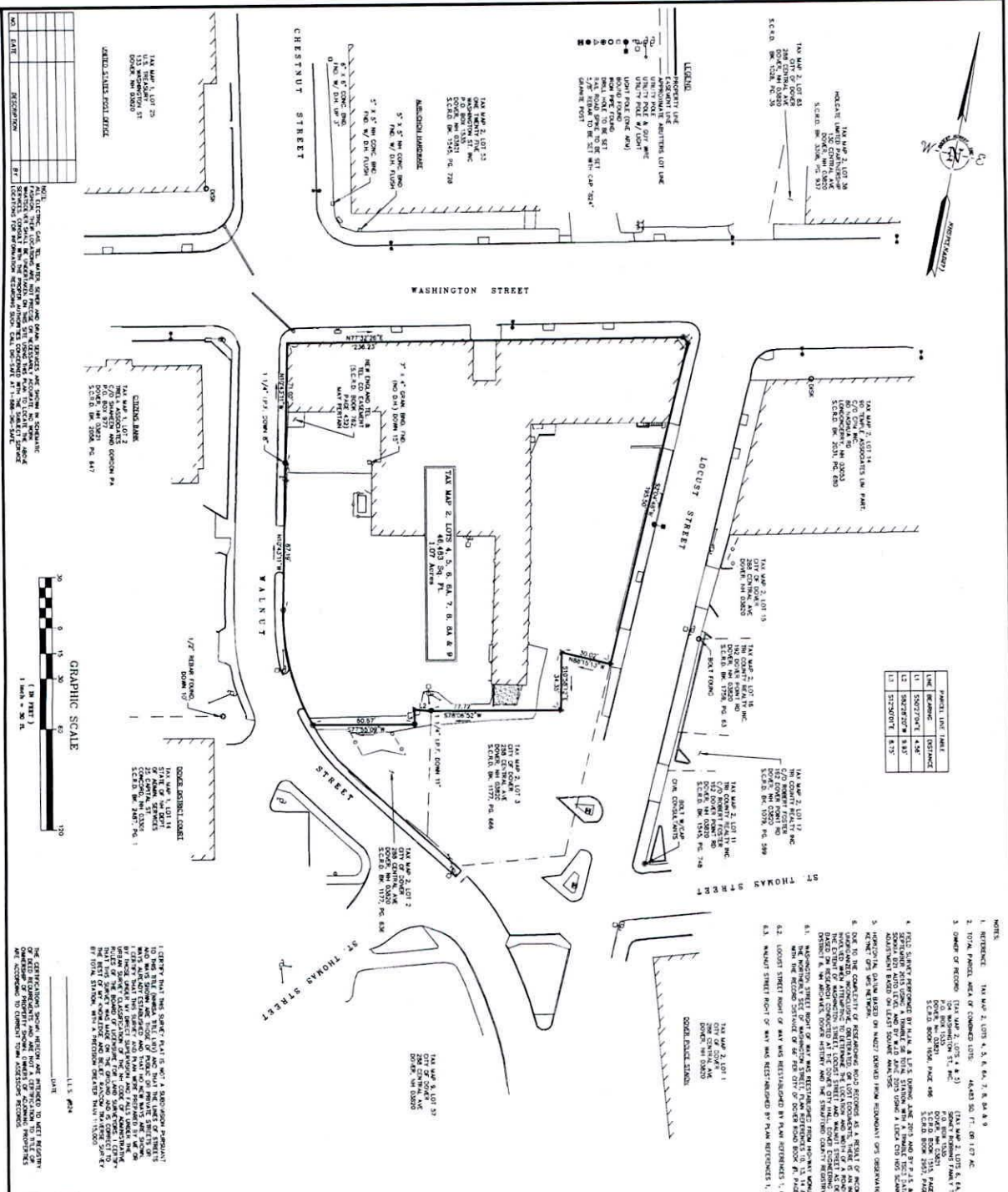
Mortgage - Property Description

[attached Tax Map property description and Survey of Existing Conditions– to be more particularly described at time of granting of Performance Mortgage with adjustments to description for portion of property to be conveyed to City for Off Site Improvements]

Property Description

- 9 Locus Street, Dover, NH (Dover Tax Map 02004-000000)
- 102 Washington Street, Dover, NH (Dover Tax Map 02005-000000)
- 26 Walnut Street, Dover, NH (Dover Tax Map 02008-000000)
- 28 Walnut Street, Dover, NH (Dover Tax Map 02008-A00000)
- 32 Walnut Street, Dover, NH (Dover Tax Map 02009-000000)
- 108 Washington Street, Dover, NH (Dover Tax Map 02006-000000)
- 114 Washington Street, Dover, NH (Dover Tax Map 02006-A00000)
- 124 Washington Street, Dover, NH (Dover Tax Map 02007-000000)





PARCEL UNIT NAME	UNIT NUMBER	STANDARD
LOT 1	50077947	4.0*
LOT 2	50077948	3.0*
LOT 3	50077949	3.0*
LOT 4	50077950	3.0*
LOT 5	50077951	3.0*
LOT 6	50077952	3.0*
LOT 7	50077953	3.0*
LOT 8	50077954	3.0*
LOT 9	50077955	3.0*

- NOTES:
1. REFERENCE: TAX MAP 2, LOTS 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.
 2. TOTAL PARCEL AREA OF COMBINED LOTS: 46,842 SQ. FT. OR 1.07 AC.
 3. ZONING OF RECORD: (TAX MAP 2, LOTS 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.)
 4. THIS PLAN IS PREPARED FOR THE CITY OF DOVER, NEW HAMPSHIRE, AND IS SUBJECT TO THE CITY OF DOVER, NEW HAMPSHIRE, ZONING ORDINANCES AND THE CITY OF DOVER, NEW HAMPSHIRE, SUBDIVISION MAP ACT. THIS PLAN IS NOT A GUARANTEE OF THE ACCURACY OF THE INFORMATION CONTAINED HEREIN AND IS NOT TO BE USED AS A BASIS FOR ANY OTHER ACTION.
 5. THE CITY OF DOVER, NEW HAMPSHIRE, ZONING ORDINANCES REQUIRE THAT THE DEVELOPER OBTAIN A PERMIT FROM THE CITY OF DOVER, NEW HAMPSHIRE, BEFORE ANY CONSTRUCTION BEGINS ON THIS PROJECT.
 6. THE CITY OF DOVER, NEW HAMPSHIRE, ZONING ORDINANCES REQUIRE THAT THE DEVELOPER OBTAIN A PERMIT FROM THE CITY OF DOVER, NEW HAMPSHIRE, BEFORE ANY CONSTRUCTION BEGINS ON THIS PROJECT.
 7. THE CITY OF DOVER, NEW HAMPSHIRE, ZONING ORDINANCES REQUIRE THAT THE DEVELOPER OBTAIN A PERMIT FROM THE CITY OF DOVER, NEW HAMPSHIRE, BEFORE ANY CONSTRUCTION BEGINS ON THIS PROJECT.
 8. THE CITY OF DOVER, NEW HAMPSHIRE, ZONING ORDINANCES REQUIRE THAT THE DEVELOPER OBTAIN A PERMIT FROM THE CITY OF DOVER, NEW HAMPSHIRE, BEFORE ANY CONSTRUCTION BEGINS ON THIS PROJECT.
 9. THE CITY OF DOVER, NEW HAMPSHIRE, ZONING ORDINANCES REQUIRE THAT THE DEVELOPER OBTAIN A PERMIT FROM THE CITY OF DOVER, NEW HAMPSHIRE, BEFORE ANY CONSTRUCTION BEGINS ON THIS PROJECT.
 10. THE CITY OF DOVER, NEW HAMPSHIRE, ZONING ORDINANCES REQUIRE THAT THE DEVELOPER OBTAIN A PERMIT FROM THE CITY OF DOVER, NEW HAMPSHIRE, BEFORE ANY CONSTRUCTION BEGINS ON THIS PROJECT.
 11. THE CITY OF DOVER, NEW HAMPSHIRE, ZONING ORDINANCES REQUIRE THAT THE DEVELOPER OBTAIN A PERMIT FROM THE CITY OF DOVER, NEW HAMPSHIRE, BEFORE ANY CONSTRUCTION BEGINS ON THIS PROJECT.
 12. THE CITY OF DOVER, NEW HAMPSHIRE, ZONING ORDINANCES REQUIRE THAT THE DEVELOPER OBTAIN A PERMIT FROM THE CITY OF DOVER, NEW HAMPSHIRE, BEFORE ANY CONSTRUCTION BEGINS ON THIS PROJECT.
 13. THE CITY OF DOVER, NEW HAMPSHIRE, ZONING ORDINANCES REQUIRE THAT THE DEVELOPER OBTAIN A PERMIT FROM THE CITY OF DOVER, NEW HAMPSHIRE, BEFORE ANY CONSTRUCTION BEGINS ON THIS PROJECT.
 14. THE CITY OF DOVER, NEW HAMPSHIRE, ZONING ORDINANCES REQUIRE THAT THE DEVELOPER OBTAIN A PERMIT FROM THE CITY OF DOVER, NEW HAMPSHIRE, BEFORE ANY CONSTRUCTION BEGINS ON THIS PROJECT.
 15. THE CITY OF DOVER, NEW HAMPSHIRE, ZONING ORDINANCES REQUIRE THAT THE DEVELOPER OBTAIN A PERMIT FROM THE CITY OF DOVER, NEW HAMPSHIRE, BEFORE ANY CONSTRUCTION BEGINS ON THIS PROJECT.
 16. THE CITY OF DOVER, NEW HAMPSHIRE, ZONING ORDINANCES REQUIRE THAT THE DEVELOPER OBTAIN A PERMIT FROM THE CITY OF DOVER, NEW HAMPSHIRE, BEFORE ANY CONSTRUCTION BEGINS ON THIS PROJECT.
 17. THE CITY OF DOVER, NEW HAMPSHIRE, ZONING ORDINANCES REQUIRE THAT THE DEVELOPER OBTAIN A PERMIT FROM THE CITY OF DOVER, NEW HAMPSHIRE, BEFORE ANY CONSTRUCTION BEGINS ON THIS PROJECT.
 18. THE CITY OF DOVER, NEW HAMPSHIRE, ZONING ORDINANCES REQUIRE THAT THE DEVELOPER OBTAIN A PERMIT FROM THE CITY OF DOVER, NEW HAMPSHIRE, BEFORE ANY CONSTRUCTION BEGINS ON THIS PROJECT.
 19. THE CITY OF DOVER, NEW HAMPSHIRE, ZONING ORDINANCES REQUIRE THAT THE DEVELOPER OBTAIN A PERMIT FROM THE CITY OF DOVER, NEW HAMPSHIRE, BEFORE ANY CONSTRUCTION BEGINS ON THIS PROJECT.
 20. THE CITY OF DOVER, NEW HAMPSHIRE, ZONING ORDINANCES REQUIRE THAT THE DEVELOPER OBTAIN A PERMIT FROM THE CITY OF DOVER, NEW HAMPSHIRE, BEFORE ANY CONSTRUCTION BEGINS ON THIS PROJECT.



PLAN OF LAND
OF
SIDNEY ROBBINS FAMILY TRUST &
104 WASHINGTON ST., INC.
(TAX MAP 2, LOTS 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.)
WASHINGTON, LOCUST & WALNUT STREETS
DOVER, NEW HAMPSHIRE

DATE: NOV. 24, 2015
DRAWN BY: M.J.L.
CHECKED BY: M.J.L.
SCALE: 1" = 30'

DOUCET SURVEY

EXHIBIT C

Off Site Improvements Plan

[attached]

ROAD IMPROVEMENTS PLAN

for

KOSTIS ENTERPRISES, LLC

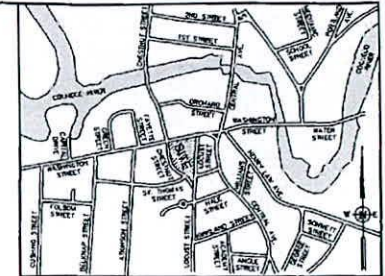
102, 108, 114, & 124 WASHINGTON STREET

26, 28, & 32 WALNUT STREET

9 LOCUST STREET

DOVER, NH

AUGUST 11, 2015



Location Map (1" = 500')

LEGEND

- EXISTING FENCE
- EXISTING CONTOUR LINE
- PROPOSED CONTOUR LINE
- PROPOSED PAVEMENT SURFACET
- PROPOSED SPOT GRADE
- PROPOSED SLOPE DOWN
- PROPOSED PARKING SPACES
- PROPOSED CATCH BASIN
- PROPOSED PAVEMENT RADIUS
- EXISTING SIGN
- EXISTING UTILITY POLE
- EXISTING LIGHT
- EXISTING CATCH BASIN
- EXISTING FIRE HYDRANT
- EXISTING TRAFFIC SIGNAL
- PROPOSED TRAFFIC SIGNAL
- TOP OF CURB
- BOTTOM OF CURB
- TYPICAL
- SHOULDER WHITE LINE TO BE REMOVED
- PROPOSED PAVEMENT
- PROPOSED CONCRETE
- PROPOSED LANDSCAPING
- PROPOSED VERTICAL CURVE
- EXISTING SHRUB
- EXISTING TREE
- PROPOSED LAKE IMPROVE

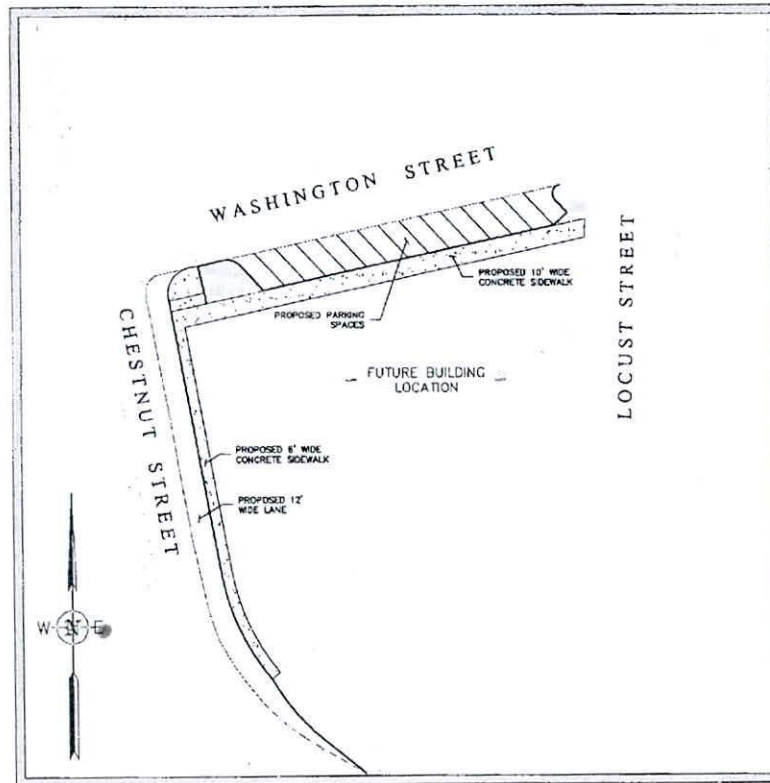


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TRAFFIC AND SIGNAL PLAN	C2
ROADWAY CROSS SECTIONS	XS1-XS4
CONSTRUCTION DETAILS	D1

CIVIL ENGINEER



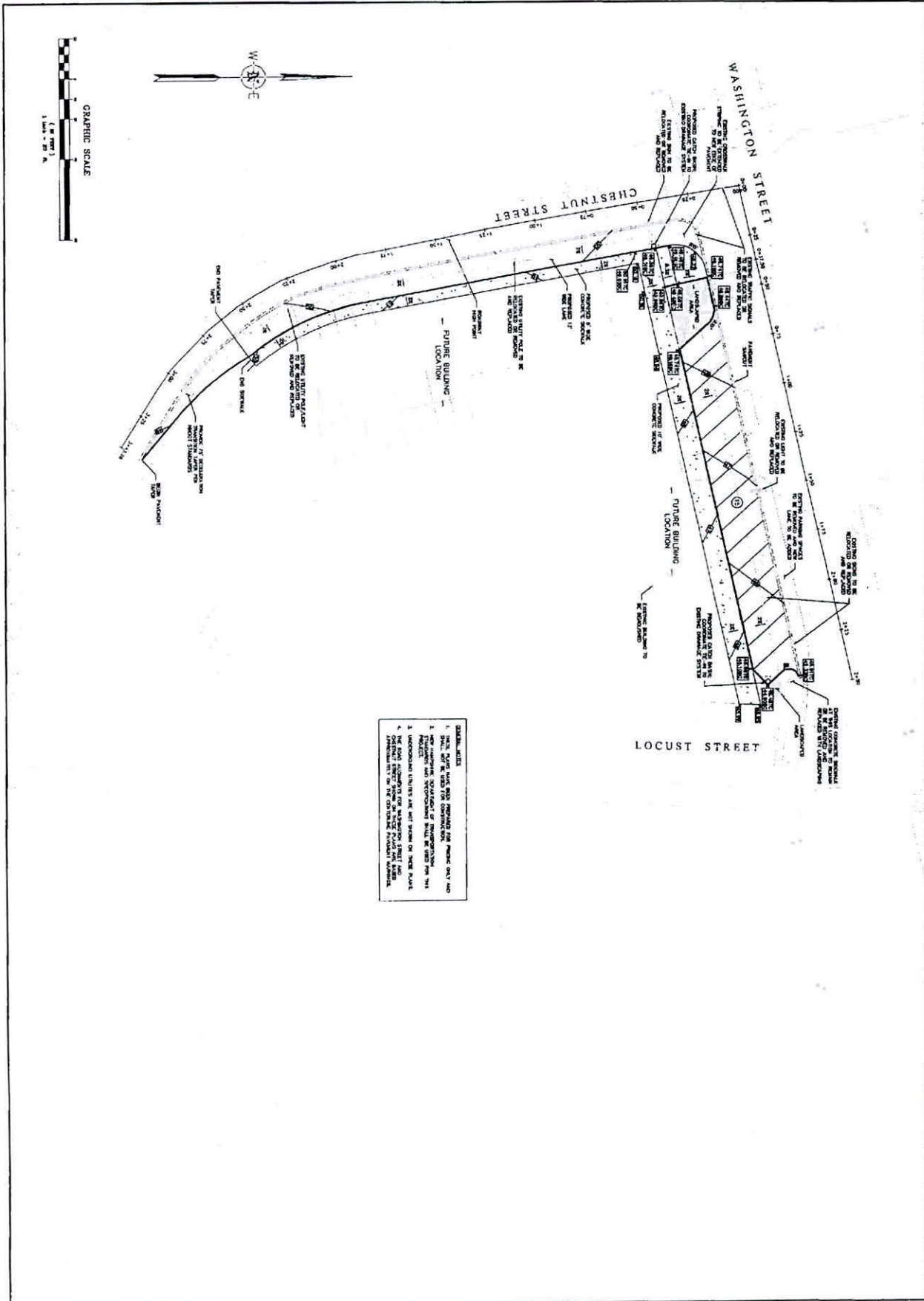
SURVEYOR



TRAFFIC ENGINEER

STEPHEN G. PERNAW & COMPANY, INC.
 STEPHEN G. PERNAW, P.E., FTDE
 P.O. BOX 1721
 CONCORD, NH 03302
 (603) 228-5750

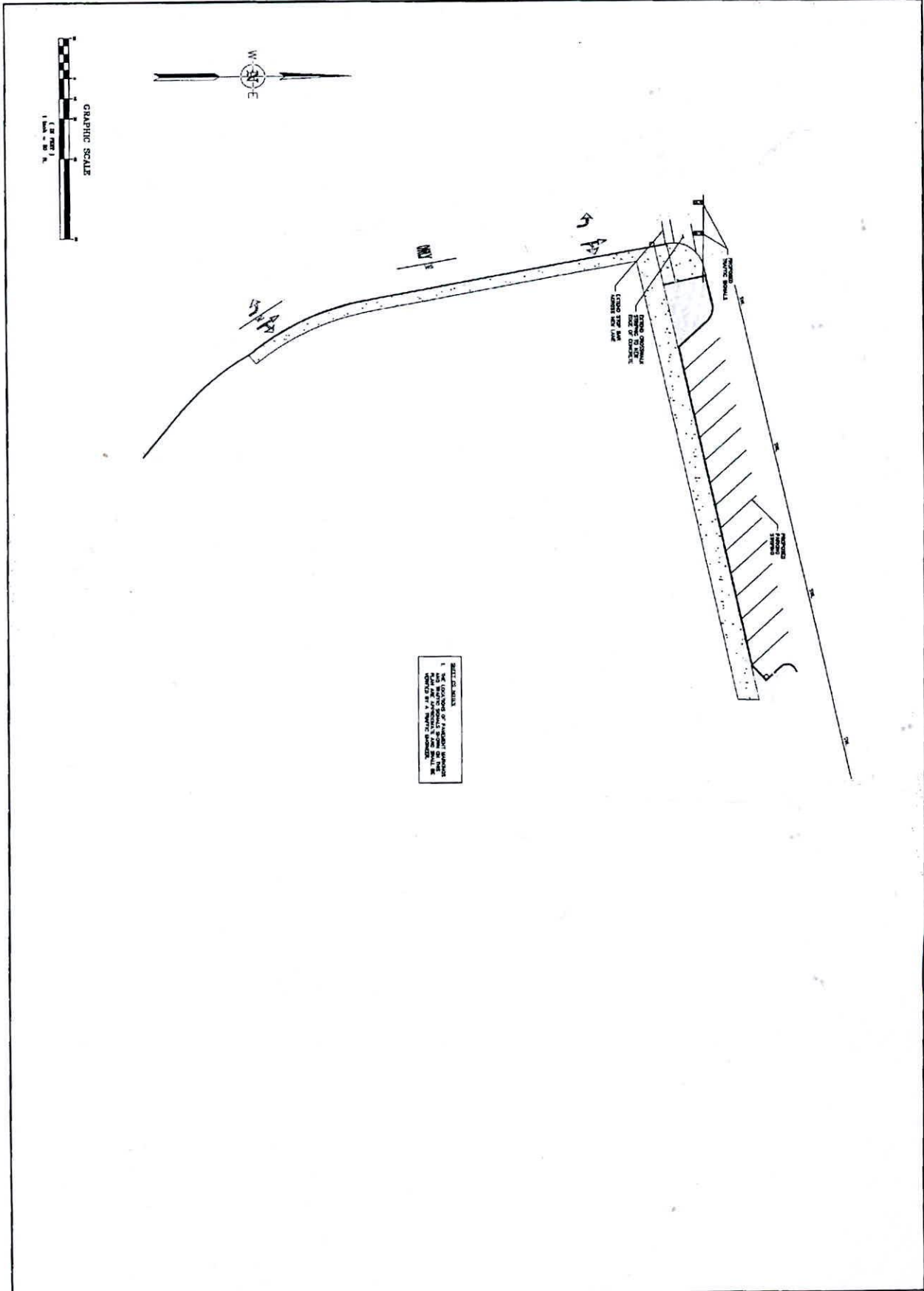
NO.	REVISIONS	DATE	INT.



NOTES:

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

<p>C1</p>	<p>JOB: 15-012</p>	<p>MJS ENGINEERING, P.C. CIVIL • STRUCTURAL • ENVIRONMENTAL</p>	<p>SITE PLAN</p> <p>prepared for KOSTIS ENTERPRISES, LLC</p> <p>102, 114, & 124 WASHINGTON STREET 26, 28, & 32 WALNUT STREET 9 LOCUST STREET DOVER, NH</p>		<p>DATE: 8/11/13</p> <p>SCALE: 1"=20'</p> <p>DRAWN BY: MJS</p> <p>APPROVED BY: MJS</p> <p>DES. EXP. 15031313</p>	<p>SEALED PROFESSIONAL ENGINEER STATE OF NEW HAMPSHIRE NO. 10000</p>	<p>DATE: 8/11/13</p> <p>BY: MJS</p>	<p>DATE: 8/11/13</p> <p>BY: MJS</p>
			<p>REVISIONS</p>		<p>DATE: 8/11/13</p> <p>BY: MJS</p>	<p>DATE: 8/11/13</p> <p>BY: MJS</p>		



1. ALL SIGNAGE SHALL BE INSTALLED IN ACCORDANCE WITH THE MASSACHUSETTS REGULATION 801 CMR 7.00 (801 CMR 7.00(1), 801 CMR 7.00(2), 801 CMR 7.00(3), 801 CMR 7.00(4), 801 CMR 7.00(5), 801 CMR 7.00(6), 801 CMR 7.00(7), 801 CMR 7.00(8), 801 CMR 7.00(9), 801 CMR 7.00(10), 801 CMR 7.00(11), 801 CMR 7.00(12), 801 CMR 7.00(13), 801 CMR 7.00(14), 801 CMR 7.00(15), 801 CMR 7.00(16), 801 CMR 7.00(17), 801 CMR 7.00(18), 801 CMR 7.00(19), 801 CMR 7.00(20), 801 CMR 7.00(21), 801 CMR 7.00(22), 801 CMR 7.00(23), 801 CMR 7.00(24), 801 CMR 7.00(25), 801 CMR 7.00(26), 801 CMR 7.00(27), 801 CMR 7.00(28), 801 CMR 7.00(29), 801 CMR 7.00(30), 801 CMR 7.00(31), 801 CMR 7.00(32), 801 CMR 7.00(33), 801 CMR 7.00(34), 801 CMR 7.00(35), 801 CMR 7.00(36), 801 CMR 7.00(37), 801 CMR 7.00(38), 801 CMR 7.00(39), 801 CMR 7.00(40), 801 CMR 7.00(41), 801 CMR 7.00(42), 801 CMR 7.00(43), 801 CMR 7.00(44), 801 CMR 7.00(45), 801 CMR 7.00(46), 801 CMR 7.00(47), 801 CMR 7.00(48), 801 CMR 7.00(49), 801 CMR 7.00(50), 801 CMR 7.00(51), 801 CMR 7.00(52), 801 CMR 7.00(53), 801 CMR 7.00(54), 801 CMR 7.00(55), 801 CMR 7.00(56), 801 CMR 7.00(57), 801 CMR 7.00(58), 801 CMR 7.00(59), 801 CMR 7.00(60), 801 CMR 7.00(61), 801 CMR 7.00(62), 801 CMR 7.00(63), 801 CMR 7.00(64), 801 CMR 7.00(65), 801 CMR 7.00(66), 801 CMR 7.00(67), 801 CMR 7.00(68), 801 CMR 7.00(69), 801 CMR 7.00(70), 801 CMR 7.00(71), 801 CMR 7.00(72), 801 CMR 7.00(73), 801 CMR 7.00(74), 801 CMR 7.00(75), 801 CMR 7.00(76), 801 CMR 7.00(77), 801 CMR 7.00(78), 801 CMR 7.00(79), 801 CMR 7.00(80), 801 CMR 7.00(81), 801 CMR 7.00(82), 801 CMR 7.00(83), 801 CMR 7.00(84), 801 CMR 7.00(85), 801 CMR 7.00(86), 801 CMR 7.00(87), 801 CMR 7.00(88), 801 CMR 7.00(89), 801 CMR 7.00(90), 801 CMR 7.00(91), 801 CMR 7.00(92), 801 CMR 7.00(93), 801 CMR 7.00(94), 801 CMR 7.00(95), 801 CMR 7.00(96), 801 CMR 7.00(97), 801 CMR 7.00(98), 801 CMR 7.00(99), 801 CMR 7.00(100).

MIS ENGINEERING, P.C.
 CIVIL • STRUCTURAL • ENVIRONMENTAL
 5 WALLINGFORD ROAD, SUITE 104
 WALLINGFORD, VT 05491
 PHONE: 802-249-9898 FAX: 802-249-9899
 WWW.MIS-ENGINEERING.COM

TRAFFIC AND SIGNAL PLAN
 prepared for
KOSTIS ENTERPRISES, LLC
 102, 108, 114, & 124 WASHINGTON STREET
 28, 29, & 32 WALNUT STREET
 9 LOCUST STREET DOVER, NH

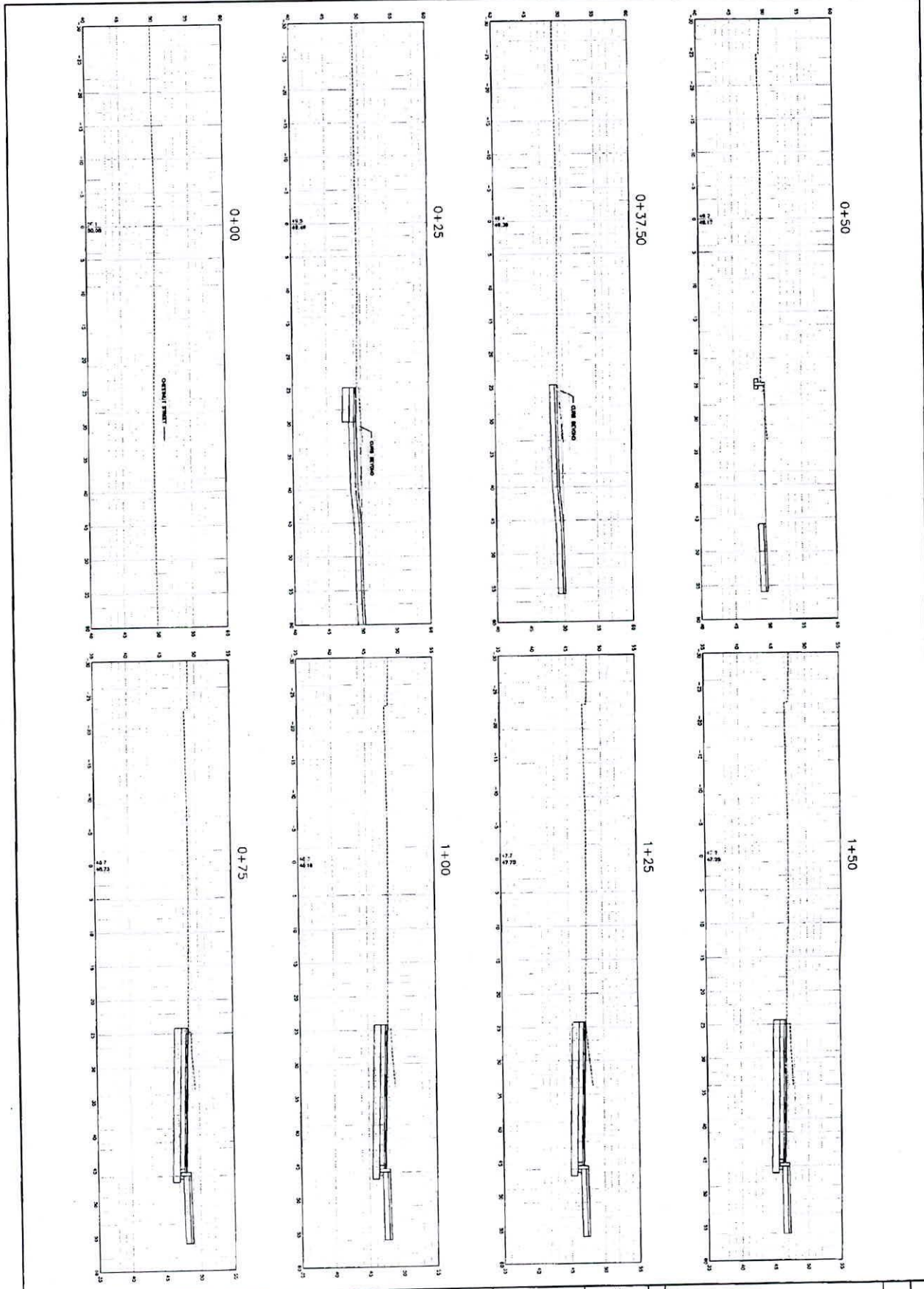
DATE: 8/11/13
 SCALE: 1"=25'
 DESIGNED BY: MJS/LAG
 DRAWN BY: JAG
 APPROVED BY: MJS
 RVD_ELE_13021313.dwg



SEAL: MICHAEL J. SMITH
 STATE OF NEW HAMPSHIRE
 REGISTERED PROFESSIONAL ENGINEER
 NO. 8098

NO.	REVISIONS	DATE	INT.

C2
 JOB: 13-012



XSI
 JOB: 15-012

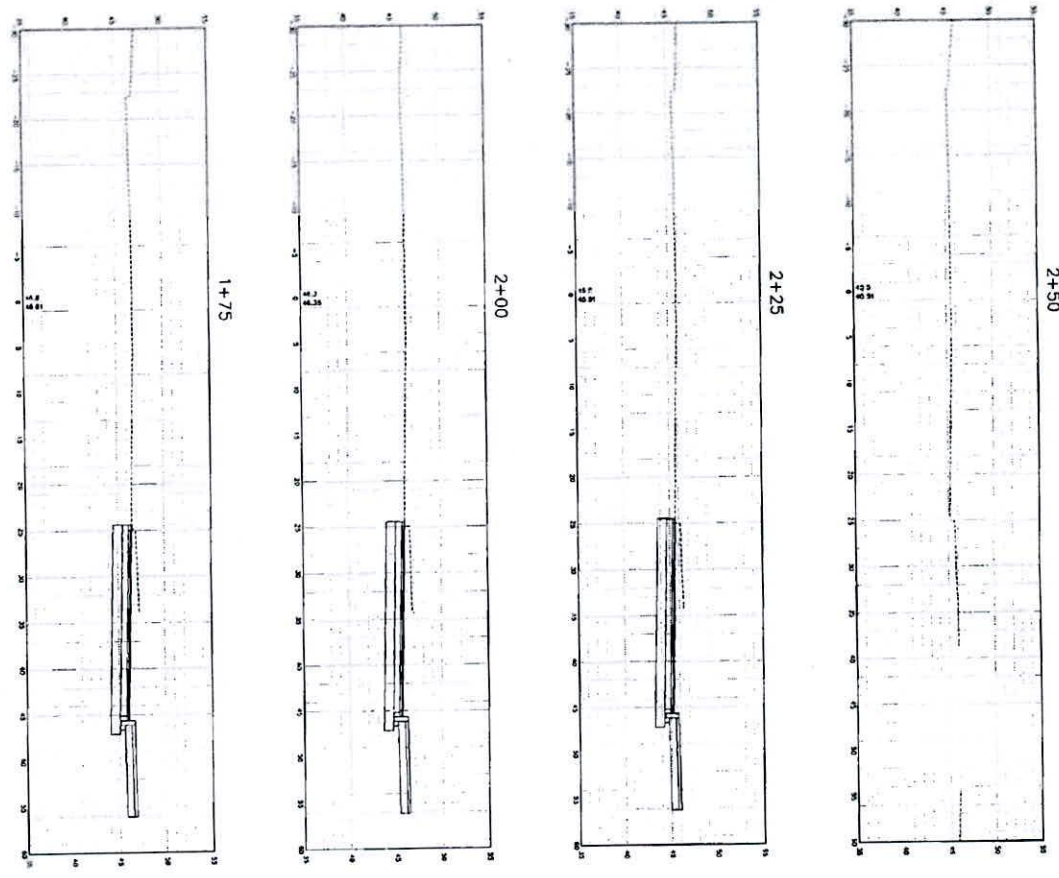
MIS ENGINEERING, P.C.
 CIVIL • STRUCTURAL • ENVIRONMENTAL
 10000 27th St. #200
 Dover, NH 03820
 Phone: 603.882.1111 Fax: 603.882.1112
 Email: info@mis-engineering.com

WASHINGTON STREET ROADWAY
 CROSS SECTIONS
 prepared for
KOSTIS ENTERPRISES, LLC
 102, 100, 114, & 124 WASHINGTON STREET
 26, 28, & 32 WALNUT STREET
 9 LOCUST STREET DOVER, NH

DATE: 8/21/13
 SCALE: 1"=10'
 DESIGNED BY: M.J.A.C.
 DRAWN BY: J.C.
 APPROVED BY: M.J.
 DWG FILE: 15012010.dwg



NO.	REVISIONS	DATE	INT.



XS2

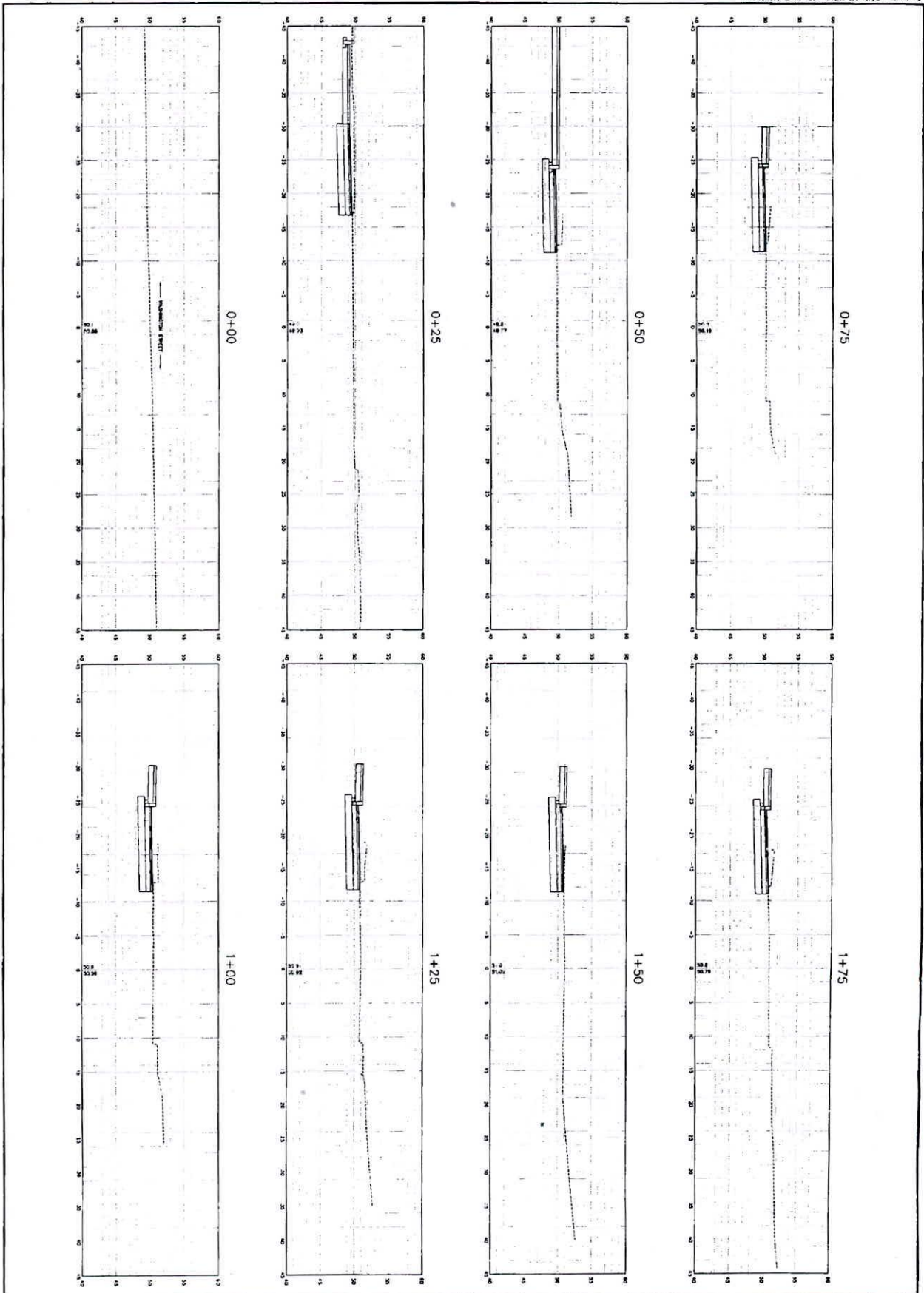
MJS ENGINEERING, P.C.
 CIVIL - STRUCTURAL - ENVIRONMENTAL
 1 WALLACE ST., P.O. BOX 100
 DOWER, NH 03824
 PHONE: 603.888.1111 FAX: 603.888.1112
 EMAIL: MJS@MJSENGINEERING.COM

WASHINGTON STREET ROADWAY
 CROSS SECTIONS
 prepared for
KOSTIS ENTERPRISES, LLC
 102, 108, 114, & 124 WASHINGTON STREET
 26, 28, & 30 WALNUT STREET
 8 LOCUST STREET DOWER, NH

DATE: 8/1/19
 SCALE: 1"=1'-0"
 DESIGNED BY: MJS/AGP
 DRAWN BY: AG
 APPROVED BY: MJS
 DWG. FILE: 19012610.dwg



NO.	REVISIONS	DATE	INT.



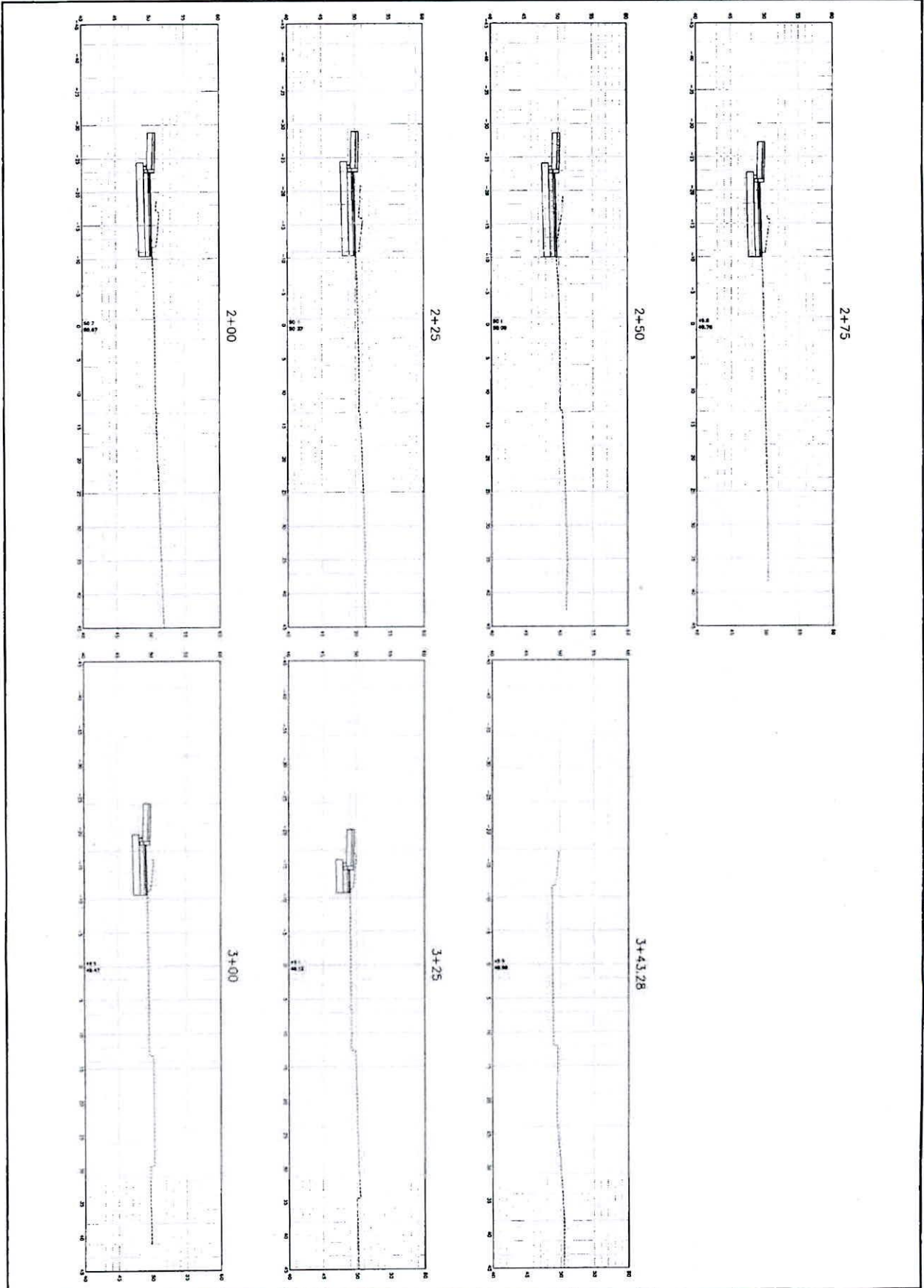
MJS ENGINEERING, P.C.
 CIVIL • STRUCTURAL • ENVIRONMENTAL
 102, 106, 114, & 124 WASHINGTON STREET
 26, 28, & 32 WALNUT STREET
 9 LOCUST STREET DOVER, NH

**CHESTNUT STREET ROADWAY
 CROSS SECTIONS**
 prepared for
KOSTIS ENTERPRISES, LLC
 102, 106, 114, & 124 WASHINGTON STREET
 26, 28, & 32 WALNUT STREET
 9 LOCUST STREET DOVER, NH

DATE: 8/1/12
 SCALE: 1"=5'
 DESIGNED BY: JAC/AG
 DRAWN BY: JAC
 APPROVED BY: M.G.
 CHG. FILE: 15012.CSG

NO.	REVISIONS	DATE	INT.
1	INITIAL SUBMISSION TO CITY OF DOVER	8/1/12	JAC

XSS3
 JOB: 15-012



XS4
JOB: 15-012

MSE ENGINEERING, P.C.
 CIVIL • STRUCTURAL • ENVIRONMENTAL
 1 BROAD ST. 4TH FL. DOVER, NH 03820
 TEL: 603.334.7400 FAX: 603.334.7401
 E-MAIL: info@mse-engineering.com

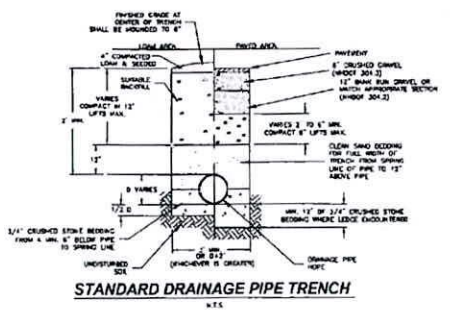
**CHESTNUT STREET ROADWAY
 CROSS SECTIONS**
 prepared for
KOSTIS ENTERPRISES, LLC
 102, 106, 114, & 124 WASHINGTON STREET
 26, 28, & 32 WALNUT STREET
 6 LOCUST STREET DOVER, NH

DATE: 8/11/15
 SCALE: 1"=8'
 DESIGNED BY: W.S.Z.A.B.
 DRAWN BY: A.Z.
 APPROVED BY: M.S.
 CNO. FILE: 150125-Cross

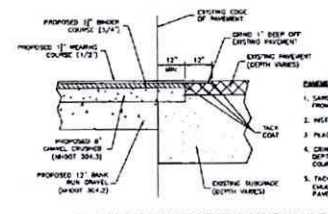


NO.	REVISIONS	DATE	WT.

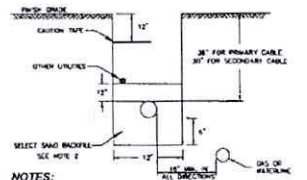
NETAL 30.00x30.00 IS CITY OF DOVER
 8/1/15 A.C.



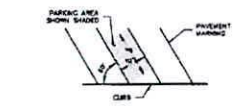
STANDARD DRAINAGE PIPE TRENCH
N.T.S.



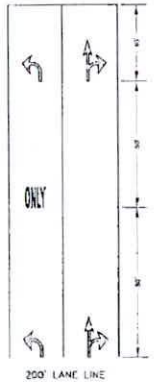
TYPICAL PAVEMENT SAWCUT DETAIL
SCALE: N.T.S.



TELEPHONE & ELECTRIC TRENCH
N.T.S.



80 DEGREE PARKING SPACE DETAIL
N.T.S.

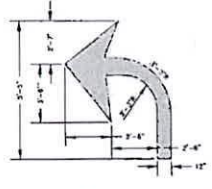


LANE MARKINGS LAYOUT

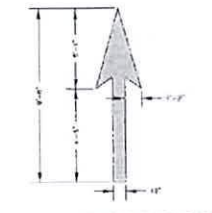
- NOTES**
- WORDS AND SYMBOLS SHALL BE CENTERED LATERALLY WITHIN THE LANE. THE LONGITUDINAL DIMENSION SHALL BE PARALLEL TO THE LANE.
 - LONGITUDINAL SPACING BETWEEN SUCCESSIVE WORDS AND/OR SYMBOLS IN TURN LANES SHOULD BE AT LEAST 3 FEET AND NO GREATER THAN 10 FEET. THE HEIGHT OF THE LARGEST CHARACTER SHALL REFER TO WORDS AND SYMBOLS DETAILS.
 - WORD, LINE LINES AND SYMBOLS SHALL BE MONOPLASTIC (E).



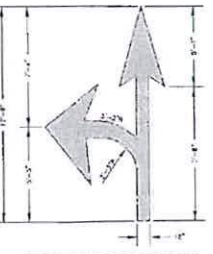
ONLY
(NET QUANTITY = 22.5 FT²)



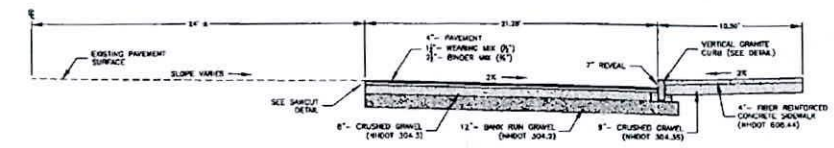
TURN ARROW
(NET QUANTITY = 170 FT²)



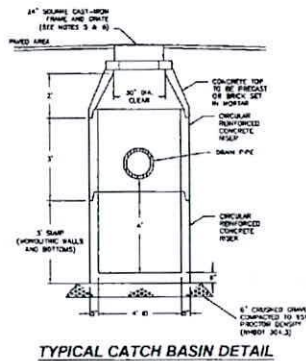
THROUGH (STRAIGHT ARROW)
(NET QUANTITY = 12.5 FT²)



COMBINATION ARROW
(NET QUANTITY = 28.8 FT²)

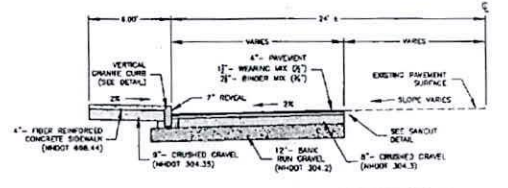


WASHINGTON STREET TYPICAL ROAD SECTION
N.T.S.

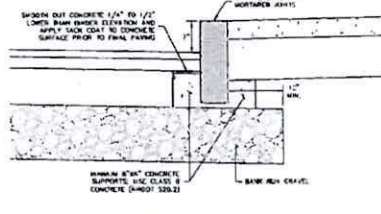


TYPICAL CATCH BASIN DETAIL
N.T.S.

- CONCRETE STRUCTURE NOTES**
- CONCRETE STRUCTURE ELEMENTS SHALL COMPLY WITH WOOD'S STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION, DIVISION ONE, SECTION 202.
 - THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE SYSTEMS IN A 6' HIGH LIFT, A TRAINING USE MINIMUM PROTECTIVE DENSITY FOR EACH LIFT.
 - PIPE ORANGES SHALL BE INSTALLED ON OUTSIDE FROM TO EACH PILING. MAKE OF PIPE ORANGES SHALL BE NOTIFIED AND ALLOWED TO CLIP PER MANUFACTURER'S REQUIREMENTS PRIOR TO RECEIVING REPORT.
 - Joints between adjacent pipes shall be fully sealed with elastomeric sealant per manufacturer's requirements.
 - When pipe/culverts are located in a paved area, they shall be brought to finish grade after bridge concrete placement is in place. The elevation required around the grate and frame shall be satisfactory flush with the top of bridge deck or the wood class 1 concrete.
 - Frame and grate catch basins shall comply with the following:
 - Frame: 1/2" by 1/2" heavy flange
 - Grate: 1/2" by 1/2" heavy flange
 - Manhole: 1/2" by 1/2" heavy flange
 - Height: 1/2" by 1/2" heavy flange
 - Height: 1/2" by 1/2" heavy flange



CHESTNUT STREET TYPICAL ROAD SECTION
N.T.S.



VERTICAL GRANITE CURB DETAIL
N.T.S.

- NOTES**
- ALL WORDS AND SYMBOLS SHALL BE MONOPLASTIC WHITE AND SHALL CONFORM TO THE LATEST VERSION OF THE MUTCD.
 - WALL-MOUNTED WORDS SHALL READ "TOP" THAT IS, THE FIRST WORD SHALL BE REARST THE APPROACHING DRIVER.
 - THE WORD "YIELD" SHALL NOT BE USED WITH THROUGH OR COMBINATION ARROWS, AND SHALL NOT BE USED EXCEPT TO A THROUGH LANE LINE. A WORD/SYMBOL SHALL PRECEED THE WORD "YIELD".
 - COMBINATION ARROWS MAY BE COMPOSED OF 2 SINGLE ARROWS (E.G. TURN AND THROUGH ARROWS), HOWEVER, THE SHAPES OF THE ARROWS SHALL CONFORM AS SHOWN.
 - PREFORMED WORDS AND SYMBOLS SHALL BE PAID-OUT BY THE MANUFACTURER.
 - SPRINKLER ARROWS SHALL NOT BE SUBSTITUTED FOR THROUGH ARROWS.
 - ALL STOP SIGN WORDS, SYMBOLS AND ARROWS SHALL BE MONOPLASTIC.

NO.	DATE	DESCRIPTION	BY	CHECKED	DATE	INT.
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CONSTRUCTION DETAILS
 PREPARED FOR: KOSTIS ENTERPRISES, LLC
 PROJECT: 102187 - 14' W x 12' WALNUT STREET
 102187 - 14' W x 12' WALNUT STREET
 8' CURB STREET - BAY 4, N.H.

MIS ENGINEERING, P.C.
 A MEMBER OF THE
 ONE • ARCHITECTURE • ENGINEERING
 10000 RIVERCHASE DRIVE, SUITE 100
 ROCKVILLE, MARYLAND 20850
 TEL: 301.761.2000
 FAX: 301.761.2001
 WWW.MISENGR.COM

JOB: 15-012

D1

EXHIBIT D

Permits and Approvals Schedule

1. Heritage Commission Determination of Eligibility for National Trust
2. Community Revitalization Tax Credit
3. Site Plan Approval of Project
 - a. Including phase lines
4. Approval of Intersection Improvement Designs
5. NHDES Alteration of Terrain Permit
6. Building Permit(s)
7. Certificate(s) of Occupancy

EXHIBIT E

Tax Year Timeline

[attached]

Event	Actual Date	Tax Year	Assessed Date	Assessed Value
Planning Board Approval	August 1, 2015			
Planning Board Un-appealable Approval	September 1, 2016			
Acquisition of Project Site	October 1, 2016			
<i>***Above Dates are per Development Agreement***</i>				
Construction Begins	October 16, 2016			
Tax Assessment	April 1, 2018	2018	April 1, 2018	\$2,200,000
Year 1	Dec 2018 Jun 2019	2018	April '2018	\$2,200,000
Year 2	Dec 2019 Jun 2020	2019	April '2019	\$2,200,000
Year 3	Dec 2020 Jun 2021	2020	April '2020	\$2,200,000
Year 4	Dec 2021 Jun 2022	2021	April '2021	\$2,200,000
Year 5	Dec 2022 Jun 2023	2022	April '2022	\$2,200,000
Year 6	Dec 2023 Jun 2024	2023	April '2023	\$5,000,000
Year 7	Dec 2024 Jun 2025	2024	April '2024	\$5,000,000
Year 8	Dec 2025 Jun 2026	2025	April '2025	\$5,000,000
Year 9	Dec 2026 Jun 2027	2026	April '2026	\$5,000,000
Year 10	Dec 2027 Jun 2028	2027	April '2027	\$5,000,000