

LDA Exhibit 2.1

Term Sheet

(found elsewhere on City website)

LDA Exhibit 3.1

DHA Meeting Minutes

(do not yet exist – DHA meeting to be held later in May, 2009 – mistakenly listed as March 17, 2009 on LDA List of Exhibits)



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#11C-1:

Resolution Number: R – 2007.05.23-064

Resolution Re: Waterfront Development Oversight Reaffirmation

- WHEREAS: The signing of the Term Sheet will be a significant step in the development of the Waterfront parcel owned by the City of Dover, a process spanning three decades of community planning and preparation; and
- WHEREAS: The present Concept Plan presented by Dickinson Development Corp. reflects the community vision for the waterfront area. Development of the waterfront represents an economic investment which will produce property tax revenues. It will also be an incentive for future economic development;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:

1. The waterfront redevelopment authority previously delegated to the DHA in accordance with the provisions of N.H. RSA 205 and pursuant to Dover City Council Resolution adopted February 9, 2005, is hereby reaffirmed. The work of the DHA and its advisory board, the Cochecho Waterfront Development Advisory Committee (“CWDAC”), resulting in the attached Term Sheet, is hereby found to be consistent with the intent of the February 9, 2005 Resolution. This reaffirmation acknowledges that the DHA, with the advice and input of the CWDAC, will be fully authorized to negotiate and approve reasonable modifications to the Redevelopment Project as contemplated by the Term Sheet without need for further action by the Dover City Council.
2. The City Manager is authorized to sign the Term Sheet (presented with and made a part of this Resolution) to make it a legally binding document for the purposes stated therein, by and between the City of Dover, the Dover Housing Authority (“DHA”) and Dickinson Development Corp.
3. The City Manager is authorized to sign any and all associated documents contemplated by, and in order to comply with, the terms of the Term Sheet, including, but not limited to, a legally binding Land Disposition Agreement with Dickinson Development Corp., any amendments thereto contemplated by the terms and negotiating discretions outlined in the Term Sheet, and any agreements, either before or after the City of Dover’s delivery of a deed (authorized below) to approve and confirm reasonable modifications to the Term Sheet Project as it moves forward, all without further action by this Council.
4. The City Manager is authorized to sign a deed(s) to Dickinson Development Corp., or its affiliate as contemplated by the Term Sheet, together with other closing or transaction documents appropriate to facilitate conveyance of that portion of the City owned Waterfront parcel described as Lot 22-1 on Dover’s City Tax Maps, containing 21 acres, more or less, to convey all land necessary for the development contemplated by the Term Sheet, as shown on Dickinson Development Corp.’s January 22, 2007 Concept Plan, as it may be possibly modified by future surveys and engineering of the site.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#11C-1:

Resolution Number: R – 2007.05.23-064

Resolution Re: Waterfront Development Oversight Reaffirmation

Financing

Account	Description	Appropriation	Balance	Charge	Total
XXXX-XXXXXX					

AUTHORIZATION

Approved as to Funding: Carol Coppola
Interim Finance Director

Sponsored by: Mayor Scott Myers

Approved as to Legal Form: Allan B. Krans, Sr.
City Attorney

Recorded by: Judy Gaouette
City Clerk

DOCUMENT HISTORY:

First Reading Date: May 23, 2007	Public Hearing Date: May 23, 2007
Approved Date: June 13, 2007	Effective Date: June 13, 2007

DOCUMENT ACTIONS:

Regular Meeting held May 23, 2007.
 Public hearing held May 23, 2007.
 DeDe moved to refer to the regular meeting of 06/13/07,
 Seconded by Ciotti. Motion passed on an 8-0 vote.

Regular Meeting held June 13, 2007.
 Hindle moved to adopt, seconded by Ciotti.

VOTING RECORD		
Date of Vote: June 13, 2007	YAY	NAY
Mayor Scott Myers	X	
Deputy Mayor Jason Thomas Hindle, At Large	X	
Councilor Robert Keays, Ward 1		X
Councilor Douglas DeDe, Ward 2	X	
Councilor David Scott, Ward 3		X
Councilor Dean Trefethen, Ward 4	X	
Councilor Catherine Cheney, Ward 5		X
Councilor Harvey Turner, Ward 6		X
Councilor Dennis Ciotti, At Large	X	
Total Votes:	5	4

RESOLUTION PASSES.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#11C-1:

Resolution Number: R – 2007.05.23-064

Resolution Re: Waterfront Development Oversight Reaffirmation

RESOLUTION BACKGROUND MATERIAL:

The development parcel is located on the Dover Waterfront on a 30-acre site owned by the City of Dover along the Cochecho River. Once a lively trading center in the 1800's with wharfs, docks, warehouses and trading ships from many parts of the world, the waterfront area declined with the advent of the railroad and the decline of waterborne commercial activity. In the 20th century, the area included the wastewater treatment center and the public works facility of the City of Dover.

During the past two decades, the City of Dover has embarked on an aggressive campaign to redevelop and revitalize its central business district and the waterfront area. The 750,000 square foot Pacific Mills and One Washington Street complexes, vacant for many years, are filled with commercial and retail activity. The area will soon include the Children's Museum of New Hampshire (formerly the Portsmouth Children's Museum) expected to attract 70,000 visitors per year.

Starting in 1984 with the Pacific Mills Master Plan, the area has been studied for development in nine major reported studies culminating in the 2005 Cochecho Waterfront Charrette. The 2005 Charrette provides the vision of Dover citizens for the mixed-use composition of the development of the parcel including an opportunity for Dover residents to access the river. The January 22, 2007 concept plan presented by the developer has been endorsed by the Dover Housing Authority and its advisory committee.

Significant public monies have been expended in preparation for the current proposed development including the relocation of the secondary wastewater treatment plant (\$34 million) and the relocation of the public works facility in 2000 to Mast Road.

Significant investments in the waterfront area have come from the private sector including the Pacific Mills, One Washington Center, the Picker House at 42 Main Street and the Rotary Club pavilion and garden adjacent to the Butterfield gymnasium. River walk improvements and the installation of a pedestrian bridge spanning the river were accomplished in the 1990's.

Development of the waterfront area represents an opportunity for increasing the tax base and spurring further economic development in the private sector. In February 2005, the Dover City Council responded to these opportunities and delegated development responsibilities to citizen volunteers at the Dover Housing Authority (DHA) and its advisory committee known as the Cochecho Waterfront Development Advisory Committee (CWDAC).

An extensive series of meetings involving members of the public and a Request for Proposals (RFP), have resulted in the selection of a preferred developer by these citizen volunteers. Dickinson Development Corp. of Quincy, Massachusetts has been selected to create a residential/retail/office mixed-use development of residential and retail, as well as a public park along the river, to conform with the vision of the community. A Term Sheet has been negotiated and is attached as part of the Resolution. A Land Disposition Agreement including design standards will be negotiated with December 31, 2007 as the target date for execution of this agreement.



CITY OF DOVER

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Agenda Item#11C-1:

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Resolution Re: Waterfront Development Oversight Reaffirmation

The Dover Housing Authority hired American Property Appraisers, a well known real estate appraiser from New York State in November 2006 to provide an analysis and information regarding value of the unique site owned by the City. The Dover City Council hired Brian White, MAI of Dover New Hampshire to provide a second appraisal of the property. Both appraisers have provided written reports and opinions consistent with the purchase price contained in the Term Sheet.

A public-private partnership is required to achieve the long held vision for the Waterfront development. Development of the Waterfront will have far reaching positive impacts on Dover's economy, Dover's tax base, and Dover's downtown area. These benefits to the community are beyond the scope of the property appraisals.

LDA Exhibit 3.3

**Representation and Warranties
of
Dickinson Development Corp.**

Mark C. Dickinson, President of Dickinson Development Corp. (“Developer”), hereby represents, warrants and agrees, as of the date hereof, that:

1. Organization and Good Standing. Developer is a corporation duly organized under the laws of the Commonwealth of Massachusetts on February 12, 1980, and remains in good standing as of the date of this Agreement.
2. Validity of Agreement. This Agreement and the transactions contemplated hereby have been duly authorized and approved by all necessary corporate actions, and this Agreement has been executed and delivered by Mark C. Dickinson, duly authorized President of Developer, and is the legal, valid and binding obligation, enforceable in accordance with its terms, of the Developer. No other proceedings are necessary to authorize this Agreement and the transactions contemplated hereby, or the performance or compliance by the Developer with any of the terms, provisions or conditions hereof.
3. Litigation. Neither the Developer, nor any employees or officers of the Developer, is a party to any pending or threatened litigation or proceeding which would materially or adversely affect the obligations of the Developer hereunder. To the best knowledge of Mark C. Dickinson, no complaints or charges of unlawful conduct have been made against the Developer, nor any employees or officers of the Developer, that relate in any way to the Developer’s obligations hereunder.

Signed this _____ day of May, 2009.

DICKINSON DEVELOPMENT CORP.

Witness

By: _____
Mark C. Dickinson, Its President
Duly Authorized

LDA Exhibit 3.4

Term Sheet Conditions Precedent to LDA Execution Satisfied

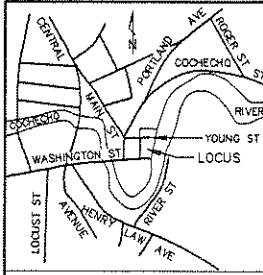
The parties acknowledge that Section 10 of the Term Sheet preconditioned execution of the LDA to those Conditions Precedent summarized under nine sub-paragraphs labeled (a) through (i). Corresponding to the same Term Sheet labeled and identified Conditions Precedent, the parties summarize their agreement with respect thereto:

- (a) The Developer, in collaboration with the City of Dover, DHA, and its advisory board, CWDAC, made refinements, all considered improvements to the Term Sheet conceptual development program and plan for the Project. The refinements and improvements are found to be reasonably consistent with the Term Sheet's Exhibit 4. The refinements and improvements are found to be responsive to CWDAC's year-plus efforts developing and adopting Term Sheet contemplated "Land Use and Design Standards," which have, in fact, been adopted and titled the Dover Waterfront Design Guidelines. A copy of the Dover Waterfront Design Guidelines is attached to this LDA as Exhibit 8.1.

Project refinement was also responsive to Developer's due diligence, including, specifically, flood plain determination. In the spirit of collaboration, Developer presented its refined concept plans substantially conforming to the concept plans attached to this LDA, as Exhibits 9.1, 9.2 and 9.3, at a June, 2008 CWDAC public hearing. Said plans were well received by CWDAC and members of the public in attendance. Said plans were further critiqued and commented upon in subsequent CWDAC public meetings during the course of further development of the Dover Waterfront Design Guidelines.

- (b) Following execution of the Term Sheet, the DHA contracted professional consultant Steven Cecil of The Cecil Group, Inc., for the purpose of developing the Dover Waterfront Design Guidelines. As part of his CWDAC consulting, Mr. Cecil also met with the Developer in the early stages of developing the Dover Waterfront Design Guidelines. CWDAC's public meeting minutes summarize the long and considered process eventually resulting in the adoption of said standards.
- (c) The parties agree it is premature to agree upon a preliminary program of "Supplemental Public Improvements, except for the parties' LDA Section 14 agreement to pay for environmental insurance as a Supplemental Public Improvement expenditure. The parties acknowledge it to be more timely, appropriate, and protective of the public interest, to agree upon same in the course of obtaining CWDAC/DHA development plan(s) approval, pursuant to the "Process" summarized at pages 4 and 5 of the Dover Waterfront Design Guidelines.
- (d) The parties acknowledge that the current extraordinary economic conditions, recession and housing market do not support the generation of cost estimates and financial *pro formas* at this time. Project commencement and a viable equity and capitalization and/or financing plan are dependent on economic conditions.

- (e) DHA and the City of Dover are satisfied with the financial resources of Developer, and its present partner, Morris & Morse Company, Inc., of 66 Long Wharf, 4th Floor, Boston, MA 02110. Developer's commitment of resources to this Project since the spring of 2005, together with its payment of the LDA Deposit, evidence satisfactory financial commitment to the Project.
- (f) For all the reasons stated above, the parties agree it is premature to develop a preliminary development schedule beyond the scope and terms memorialized by this LDA.
- (g) The parties acknowledge the City of Dover's award of a construction contract and commencement of the new vehicular and pedestrian bridge crossing the Cochecho River extending lower Washington Street, together with the requisite State and local funding to facilitate same.
- (h) The parties acknowledge all appropriate property interests have been obtained by the City of Dover to facilitate construction of the vehicular and pedestrian bridge referred to in paragraph (g) above. Since execution of the Term Sheet, public sentiment, many times discussed in CWDAC public meetings, has encouraged relocation of the existing covered pedestrian bridge to an alternative location. At its February 3, 2009 public meeting, CWDAC formed a subcommittee, chaired by Dana Lynch, for the purpose of determining the best location and relocation plan for the covered pedestrian bridge.
- (i) The City of Dover has demonstrated a commitment to improvements at the pump station by appropriating \$1.5 million and an additional \$900,000 in February, 2009, for a total of \$2.4 million. The City of Dover has advertised for a Request for Proposals from potential bidders, and expects to award a contract to a vendor/contractor in June or July, 2009. As the result, the parties have agreed to an Effective Date and Deposit Return conditions as detailed in Section 11 and Exhibit 10.1.



No.	Central Angle	Radius	Arc Length	Chord Length	Chord Bearing
C1	25°22'54"	165.00	73.09	72.50	N25°39'32"E
C2	30°14'49"	275.00	145.17	143.49	N88°08'33"W
C3	84°25'24"	25.00	36.84	33.59	S34°31'19"W
C4	05°15'06"	105.83	9.70	9.70	S05°03'49"E
C5	15°24'21"	105.83	28.46	28.37	N05°15'55"E

No.	Bearing	Distance
L1	N46°50'46"W	70.00'
L2	S43°09'14"W	95.85'
L3	S35°47'05"W	100.40'
L4	S33°38'13"W	50.70'
L5	N38°21'00"E	28.97'
L6	N06°08'54"W	86.32'
L7	N77°01'55"W	76.2±'
L8	N12°58'05"E	50.74'
L9	S46°50'46"E	49.55'

PUMP STATION PARCEL 2/18/09
17,866 S.F.
0.41 Ac.

For Registry of Deeds Use

NOTES:

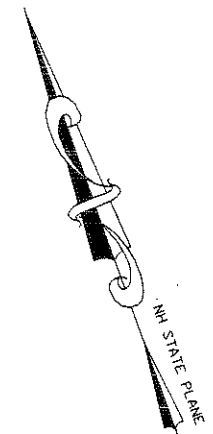
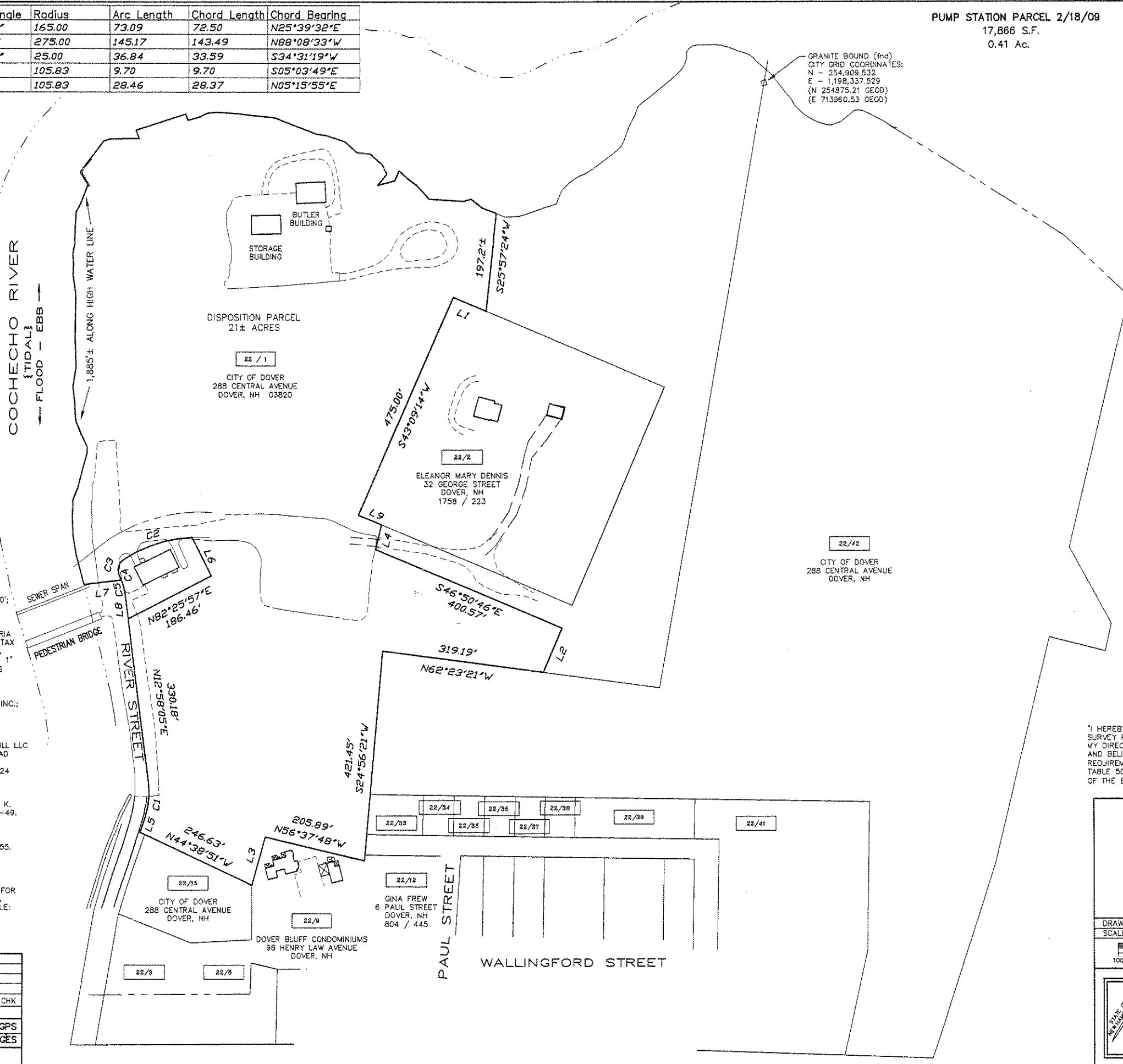
- OWNERS OF RECORD:
22 / 1 CITY OF DOVER
288 CENTRAL AVENUE
DOVER, NEW HAMPSHIRE 03820
S.C.R.D. VOL. , PAGE
- 22 / 1 - DENOTES TAX MAP AND PARCEL NUMBER.
- ZONING DISTRICT IS CWD (COCHECHO WATERFRONT DISTRICT)
MINIMUM LOT SIZE = 10,000 S.F.
MINIMUM FRONTAGE = 100 FEET
BUILDING SETBACK REQUIREMENTS:
FRONT = NO REQUIREMENT
REAR = NO REQUIREMENT
SIDE (ABUT A LOT) = 10 FEET
SIDE (ABUT A STREET) = NO REQUIREMENT
MAXIMUM LOT COVERAGE = NO REQUIREMENT
MAXIMUM BUILDING HEIGHT = 75 FEET
- THE SUBJECT PARCEL IS LOCATED WITHIN:
ZONE "X" - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN;
ZONE "X" (SHADED) - AREAS DETERMINED TO BE WITHIN THE 0.2% ANNUAL CHANCE FLOODPLAIN, NO ELEVATION DETERMINED;
ZONE AE - ELEVATION BETWEEN 10 AND 11; AS SHOWN ON FLOOD INSURANCE RATE MAP 33017C03300; EFFECTIVE DATE: MAY 17, 2005.
- BASIS OF BEARING IS NH STATE PLANE GRID. COORDINATES SHOWN ARE NH STATE PLANE GRID NAD 83, BASED ON GPS OBSERVATION 10/23/2007.
- VERTICAL DATUM IS NAVD 88 [GEOID03], BASED ON GPS OBSERVATION 10/23/2007.

REFERENCE PLANS:

- PLAT OF LAND FOR CITY OF DOVER - WATER, YOUNG & WASHINGTON ST., DOVER, NEW HAMPSHIRE. SCALE: 1" = 30'; DATED: APRIL 1993; BY: LAND TECHNICAL SERVICES. RECORDED S.C.R.D. PLAN 42-35.
- RIGHT OF WAY RELOCATION PLAN PREPARED FOR THE GLORIA AND JOSEPH ALLIS REV. TRUST AND THE CITY OF DOVER, TAX MAP 23, LOT No. 13, WASHINGTON STREET, CITY OF DOVER, COUNTY OF STRAFFORD, STATE OF NEW HAMPSHIRE. SCALE: 1" = 20'; DATED: JULY 28, 2008, REV. TO 8/18/08; BY THIS OFFICE. RECORDED S.C.R.D. PLAN 95-33.
- PLAN OF LAND - LOTS 22-1 & 22-42 HENRY LAW AVENUE; DATED MAY 15, 1991; BY CUOCO & CORMIER, INC.; RECORDED S.C.R.D. PLAN 40-53.
- WASHINGTON STREET MILL LLC
8 NEWMARKET ROAD
SUITE 2
DURHAM, NH 03824
2349 / 238
- PLAN OF LAND FOR ELEANOR M. MCCOOLE NEAR RIVER STREET, DOVER, NEW HAMPSHIRE; DATED MAY 1991; BY K. E. MOORE LAND SURVEY; RECORDED S.C.R.D. PLAN 32A-49.
- PLAN OF LAND BOOK 705 PAGE 2 HENRY LAW AVENUE DOVER, NEW HAMPSHIRE; DATED AUGUST 23, 1991; BY CUOCO & CORMIER, INC.; RECORDED S.C.R.D. PLAN 40-55.
- PLAN OF WALLINGFORD HEIGHTS, DOVER, N.H.; DATED MARCH 1929; BY W. S. WHEELER.
- PLAN OF GROUNDWATER MANAGEMENT ZONE PREPARED FOR CITY OF DOVER, TAX MAP 22, LOT No. 1, RIVER STREET, COUNTY OF STRAFFORD, STATE OF NEW HAMPSHIRE. SCALE: 1" = 100'; DATED: DECEMBER 2001; BY THIS OFFICE. RECORDED S.C.R.D. PLAN 65-16.

NO.	DATE	DESCRIPTION	BY	CHK
REVISIONS				
07-1783		DISPOSITION	07-11	1-6 GPS
PROJECT NO		TYPE	FIELDBOOK	& PAGES

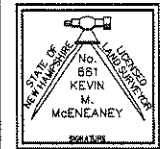
For Registry of Deeds Use



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

PRELIMINARY PLAN OF LAND
PREPARED FOR
CITY OF DOVER
TAX MAP 22, LOT No. 1
RIVER STREET
CITY OF DOVER
COUNTY OF STRAFFORD
STATE OF NEW HAMPSHIRE

DRAWN BY: RJM FILE: VR CP\1783\07-1783
SCALE: 1" = 100' DATE: FEBRUARY 19, 2009



McEaney
Survey
Associates, inc.

P.O. Box 681 - 24 CHESTNUT STREET
DOVER, NH 03820 (603) 742-0911

SURVEYING - PLANNING - CONSULTING

WARRANTY DEED

THE CITY OF DOVER, NEW HAMPSHIRE, a municipal corporation with a principal place of business at 288 Central Avenue, Dover, Strafford County, New Hampshire, for consideration paid, grants to _____ a single purpose entity (see LDA Section 3) , with a principal places of business at _____, with **WARRANTY COVENANTS**, the following:

METES & BOUNDS DESCRIPTION TO BE DRAFTED
FROM McENEANEY SURVEY

Easements Benefiting Premises Conveyed

1. Easement area to be depicted on McEneaney survey for potential future development of access to bluff areas from extended Washington Street roadway .

Easements Burdening Premises Conveyed

1. Retained access easement (see LDA Section 8(c)).

Temporary Construction Easement for Waterfront Park

Land Use Restrictions

1. All of premises (with easements) burdened by Dover Waterfront Design Guidelines. (See LDA Exhibit 8 (a)).
2. DHA reconveyance rights (see LDA Section 8(d))

Title Reference

For title reference to the premises and property rights hereby conveyed, see the following deeds conveyed to the City of Dover:

1. Warranty Deed from William Hale dated January 19, 1859, recorded at Book 225, Page 493;
2. Warranty Deed of Michael McGuinness dated September 2, 1904, recorded at Book 337, Page 358;
3. Quitclaim Deed from Pacific Mills dated February 7, 1910, recorded at Book 356, Page 230;
4. Quitclaim Deed from Pacific Mills dated April 24, 1915, recorded at Book 374, Page 87;
5. Quitclaim Deed from Pacific Mills dated December 4, 1941, recorded at Book 508, Page 429.
6. Warranty Deed of Mary C. Rousseau dated February 13, 1953, recorded at Book 613, Page 241.

This conveyance is made with the payment of one-half of the applicable New Hampshire transfer tax, as the City of Dover is exempt from payment of same, pursuant to N.H. RSA 78-B:2.

Signed this _____ day of _____, 20_____.

THE CITY OF DOVER, N.H.

By: _____

Its _____
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

_____, 20_____

Personally appeared the above-named _____, in his/her capacity as _____ of The City of Dover, N.H., and acknowledged the foregoing instrument to be his/her voluntary act and deed.

Notary Public
My Commission Expires:

LDA Exhibit 7.1

Approval of Developer's Intent to Assign

Section 7 of the LDA limits the Developer's right to assign its rights and obligations under the LDA. For any intended assignment, in whole or in part, of Developer's rights and obligations under the LDA:

1. Developer shall provide written notice to DHA and the City of Dover of its desired/intended assignment, explaining and providing:
 - (a) the name and legal address of the intended assignee
 - (b) if an entity, evidence of its home jurisdiction formation and good standing, including copies of all entity organizational and management documentation (i.e., Articles of Incorporation, By-Laws, Minutes and/or Consent authorizing intended assignment, or similar documentation for any other type of entity, trust, partnership, etc.)
 - (c) names and addresses of all principals of such entity (if closely held) or of controlling principals (if public)
 - (d) adequate financial disclosures and evidence of participation in any past private or public development similar to this Redevelopment Project, as may assure DHA of assignee's ability to assume Developer's LDA obligations
2. Upon receipt of information, if DHA needs additional information to assess request, it shall, as soon as practically possible, specifically itemize and explain requested information in writing and deliver same to Developer and expected assignee.
3. Within thirty (30) days of receipt of original assignment approval request, DHA shall provide Developer and prospective assignee with its decision to authorize assignment or not. If no, DHA shall provide a detailed written explanation of its decision to not approve assignment. DHA's assignee approval shall not be unreasonably withheld.
4. Developer and prospective assignee shall not be precluded from submitting supplemental information responsive to any DHA assignment declination, to which DHA will use best efforts to respond as soon as possible, but not to exceed thirty (30) days from receipt of supplemental information.

LDA Exhibit 8.1

Dover Waterfront Design Guidelines

(found elsewhere on City website)

LDA Exhibit 8.2

Retained Access Easement Use Limitation Terms

Reference is made to the Retained Access Easement intended to benefit the City of Dover, explained at Section 8(c) of the LDA.

1. The specific location (whether to be constructed by Developer or by the City of Dover and/or its designee at some uncertain future date) shall be designed in the course of development plans proposed by Developer and approved by the Permitting Agencies.
2. The easement shall be described in the Warranty Deed conveyance of the Premises to Developer, with reference to plans to be approved by the Permitting Agencies. Such descriptive language shall confirm the parties' intent for said retained access to not be burdened by vehicular traffic other than that typical of the type (including types of vehicles used) and frequency of the traffic generated along the public road to be developed by Developer of which the Retained Access Easement would be an extension. Specifically, the Retained Access shall not be burdened by trucks and cars, carrying and/or towing boats and/or other recreational watercraft, to and from the site accessed by the retained access easement on a regular basis. It is the parties' intent that any future use of the Retained Access Easement, be limited with respect to trucks and cars carrying or towing boats or other recreational watercraft, to seasonal restrictions, as would accommodate a future marina's post-winter boat put-in and pre-winter boat removal, and not a regular transporting of boats or recreational watercraft to this site to facilitate daily or periodic use, such as a public boat launch area.
3. Easement text to be included in the Warranty Deed conveying the Premises to Developer include, at Developer's option, specific language defining the right Developer shall have to erect signage posting use limitations of the Retained Access Easement consistent with above.

LDA Exhibit 8.3

Conditional Reconveyance Rights (within 10 years of deed transfer)

Reference is made to the reconveyance rights reserved by City of Dover to all or a portion of the Premises explained in LDA Section 8(d). If City of Dover exercises its reserved option right to require reconveyance to City of Dover the following notice and pricing procedures shall be followed by the parties.

1. City of Dover shall deliver to Developer written notice of its intent to repurchase all or a portion of the Premises to which it may have reconveyance rights pursuant to LDA Section 8 (d), including in said notice a specific description of the portion(s) of the Premises intended to be repurchased together with a delineation/explanation of all Public Improvements relating to said Premises' portion(s) (the "Designated Land").

2. As soon as practicable, but within thirty (30) days of Developer's receipt of the notice, Developer shall inform City of Dover of its outstanding debt owed to institutional lenders and/or equity investors pursuant to securitized agreements (including, but not limited to, mortgage deeds encumbering the Designated Land) constituting secured debt/investment in those portions of the Premises which City of Dover designates for repurchase (the "Developer's Outstanding Secured Indebtedness").

3. Upon receipt of same, City of Dover shall negotiate in good faith with Developer to agree upon a repurchase price for the lien-free reconveyance of the Designated Land.

4. Failing the parties' ability to reach an agreement on a repurchase price within forty five (45) days of City of Dover's initial designation per paragraph (1) above, City of Dover and Developer shall each retain, at their respective costs, an appraiser to appraise the fair market value of the Designated Land and both appraisers shall designate a third appraiser to either mediate a concurring opinion of value or, with or without said third appraiser completing a third appraisal at a cost to be shared by the parties, said third appraiser shall determine the **fair market value** of the Designated Land, which shall, if greater than the Developer's Outstanding Secured Indebtedness, be the price to be paid by DHA, or its designee, for the Designated Land.

5. If Developer's Outstanding Secured Indebtedness is greater than the appraised fair market value of the Designated Land as determined by paragraph (4) above, then City of Dover's purchase price for the Designated Land shall be equal to Developer's Outstanding Secured Indebtedness.

6. In no event shall City of Dover include within the Designated Land any portion of the Premises already developed by Developer, or substantially commenced, with satisfactory assurance to City of Dover of Developer's ability to complete the development commenced.

7. If subdivision approval is necessary to enable reconveyance of the Designated Land, the cost for same, including necessary surveying and/or engineering, shall be paid by City of Dover and/or its designee.

8. Upon reconveyance, the parties acknowledge the recording of any deed(s) may be exempt from New Hampshire transfer tax, pursuant to RSA 78-B:2. If the City of Dover intends to exercise its reconveyance right for the purpose of having the Designated Land titled in the name of a private third party, the parties (including the City of Dover's intended Designated Land title owning designee) agree to cooperate in structuring the reconveyance to minimize the payment of New Hampshire transfer tax. In no instance shall Developer be obliged to pay more than its customary "seller" share of any New Hampshire transfer tax.

9. If, by virtue of Developer's partial assignment of any of its rights under this LDA, the Designated Land is owned and/or controlled by more than one Developer, the above process shall be followed, if it can be, with respect to each Developer for its own/ controlled portion of the Designated Land, or if said pricing process cannot be separately followed for each Developer on account of Developer's Outstanding Secured Indebtedness, or any other reason, all Developers shall be included in the above process on an equitable basis.

LDA Exhibit 8.4

LIMITED POWER OF ATTORNEY

Dickinson Development Corp., a Massachusetts corporation having a principal place of business at 1266 Furnace Brook Parkway, Suite 104, Quincy, Massachusetts 02169, by and through its President, Mark C. Dickinson, appoints the **Dover Housing Authority**, a New Hampshire Housing Authority having a business address of 62 Whittier Street, Dover, New Hampshire 03820, by and through its Executive Director, Jack Buckley, its true and lawful attorney, with the following limited powers and subject to the following conditions:

To act for Dickinson Development Corp. for the limited purpose of executing a deed of reconveyance to the Dover Housing Authority, and such other related reconveyance and closing documents, and to accept Dover Housing Authority's repurchase consideration, for the sole purpose of confirming any Dover Housing Authority exercised repurchase/reconveyance option according to the procedures, terms and conditions outlined in Section 8 (e) and Exhibit 8.3 of the parties Land Disposition Agreement dated May ____, 2009, if and only in the event of Dickinson Development Corp.'s refusal to voluntarily execute such deed and other documents, and to accept such Dover Housing Authority payment.

This Limited Power of Attorney is irrevocable, and shall not be affected by the subsequent disability or incompetence of the principals of either party.

Statutory Notices. The following notices are given pursuant to New Hampshire RSA 506:6, VI & VII:

Notice to the Principal: As the 'Principal', you are using this Durable General Power of Attorney to grant power to another person (called the 'Agent' or 'Attorney in Fact') to make decisions, including, but not limited to, decisions concerning your money, property, or both, and to use your money, property, or both on your behalf. If this written Durable General Power of Attorney does not limit the powers that you give to your Agent, your Agent will have broad and sweeping powers to sell or otherwise dispose of your property, and to spend your money without advance notice to you or approval by you. Under this document, your agent will continue to have these powers after you become incapacitated, and unless otherwise indicated, your Agent will have these powers before you become incapacitated. You have the right to revoke or take back this Durable General Power of Attorney at any time, so long as you are of sound mind. If there is anything about this Durable General Power of Attorney that you do not understand, you should seek professional advice.

Notice to the Agent: As the 'Agent' or 'Attorney in Fact', you are given power under this Durable General Power of Attorney to make decisions about money, property, or both belonging to the Principal, and to spend the Principal's money, property, or both on the Principal's behalf, in accordance with the terms of this Durable General Power of Attorney. This Durable General Power of Attorney is valid only if the Principal is of sound mind when the Principal signs it. When acting in the capacity of Agent, you are under a duty (called a 'fiduciary duty') to observe the standards observed by a prudent person, which means the use of those powers that is reasonable in view of the interests of the Principal and in view of the way in which a person of ordinary judgment would act in carrying out that person's own affairs. If the exercise of your acts is called into question, the burden will be upon you to prove that you acted under the standards of a fiduciary. As the Agent, you are not entitled to use the money or property for your own benefit or to make gifts to yourself or others unless the Durable General Power of Attorney specifically gives you the authority to do so. As the Agent, your authority under this Durable General Power of Attorney will end when the Principal dies and you will not have authority to manage or dispose of any property or administer the estate unless you are authorized to do so by a New Hampshire Probate Court. If you violate your fiduciary duty under this Durable General Power of Attorney, you may be liable for damages and may be subject to criminal prosecution. If there is anything about this Durable General Power of Attorney, or your duties under it, that you do not understand, you should seek professional advice.

My attorney-in-fact hereby acknowledges the above Notice by setting forth below the form of signature my attorney-in-fact may use:

Dickinson Development Corp.
By: Dover Housing Authority,
Its Attorney-in-Fact

By _____
Jack Buckley
Its Executive Director
Duly Authorized

INTENDING TO BE LEGALLY BOUND, we have executed this Limited Power of Attorney on May _____, 2009.

Dickinson Development Corp.

Witness

By _____
Mark C. Dickinson, Its President
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

May _____, 2009

Personally appeared the above named Mark C. Dickinson, in his capacity as President of Dickinson Development Corp., 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:

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

May _____,
2009

Personally appeared the above named Jack Buckley, in his capacity as Executive Director of the Dover Housing Authority, 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:

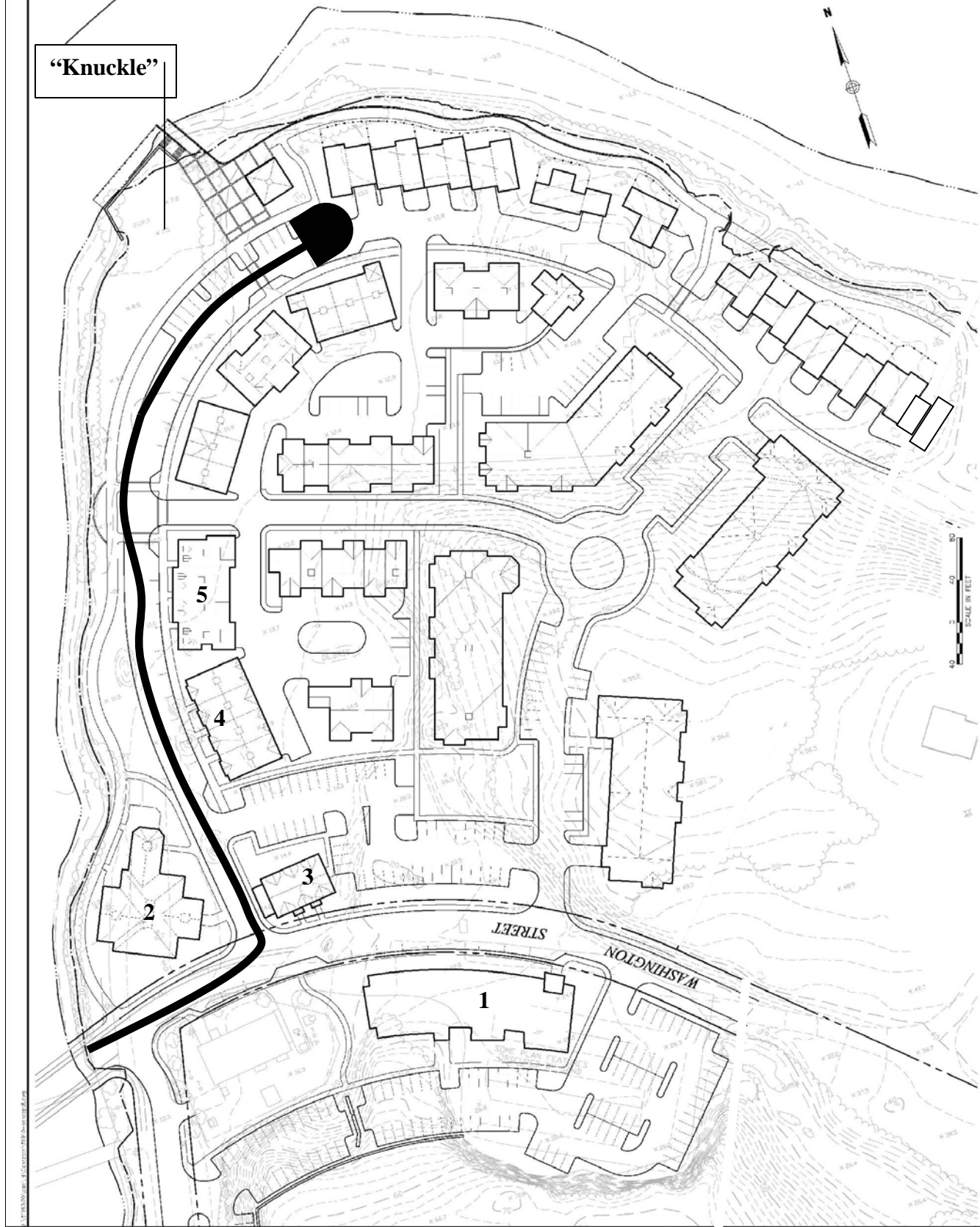
EXHIBIT 9.1

VHB
 Vanasse Hangen Brustlin, Inc.
 Transportation
 Land Development
 Environmental Services
 300 Bedford Park Drive, Suite 607
 Dover, New Hampshire 03820
 603.661.0000 • FAX 603.661.2585

Project No.	11-007	Date	April 14, 2008
Project Name	Dover Landing	Project Location	Washington Street / River Street Dover, New Hampshire
Project Description	Not Approved for Construction		
Project Status	Waterfront Park Concept Plan		

Dover Landing
 Washington Street / River Street
 Dover, New Hampshire
 Not Approved for Construction
 Waterfront Park
 Concept Plan

“Knuckle”



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VHB
 Vanasse Hangen Brustlin, Inc.
 Transportation
 Land Development
 Environmental Services
 Site: Bedford Farm Drive, Suite 607
 Bedford, New Hampshire 03110
 603-884-0888 • FAX 603-884-2365

REV.	DESCRIPTION	DATE
1	REVISED LAYOUT	04/14/2008
2	REVISED LAYOUT	04/14/2008
3	REVISED LAYOUT	04/14/2008
4	REVISED LAYOUT	04/14/2008
5	REVISED LAYOUT	04/14/2008
6	REVISED LAYOUT	04/14/2008
7	REVISED LAYOUT	04/14/2008
8	REVISED LAYOUT	04/14/2008
9	REVISED LAYOUT	04/14/2008
10	REVISED LAYOUT	04/14/2008

Dover Landing
 Washington Street / River Street
 Dover, New Hampshire
 Date: 04/14/2008

Not Approved for Construction
 Waterfront Park
 Concept Plan





VHB
Vernisse Hangen Brustlin, Inc.
Transportation
Land Development
Environmental Services
5th, Bedford Farm Drive, Suite 407
Bedford, New Hampshire 03110
603-441-0888 • FAX 603-441-2155

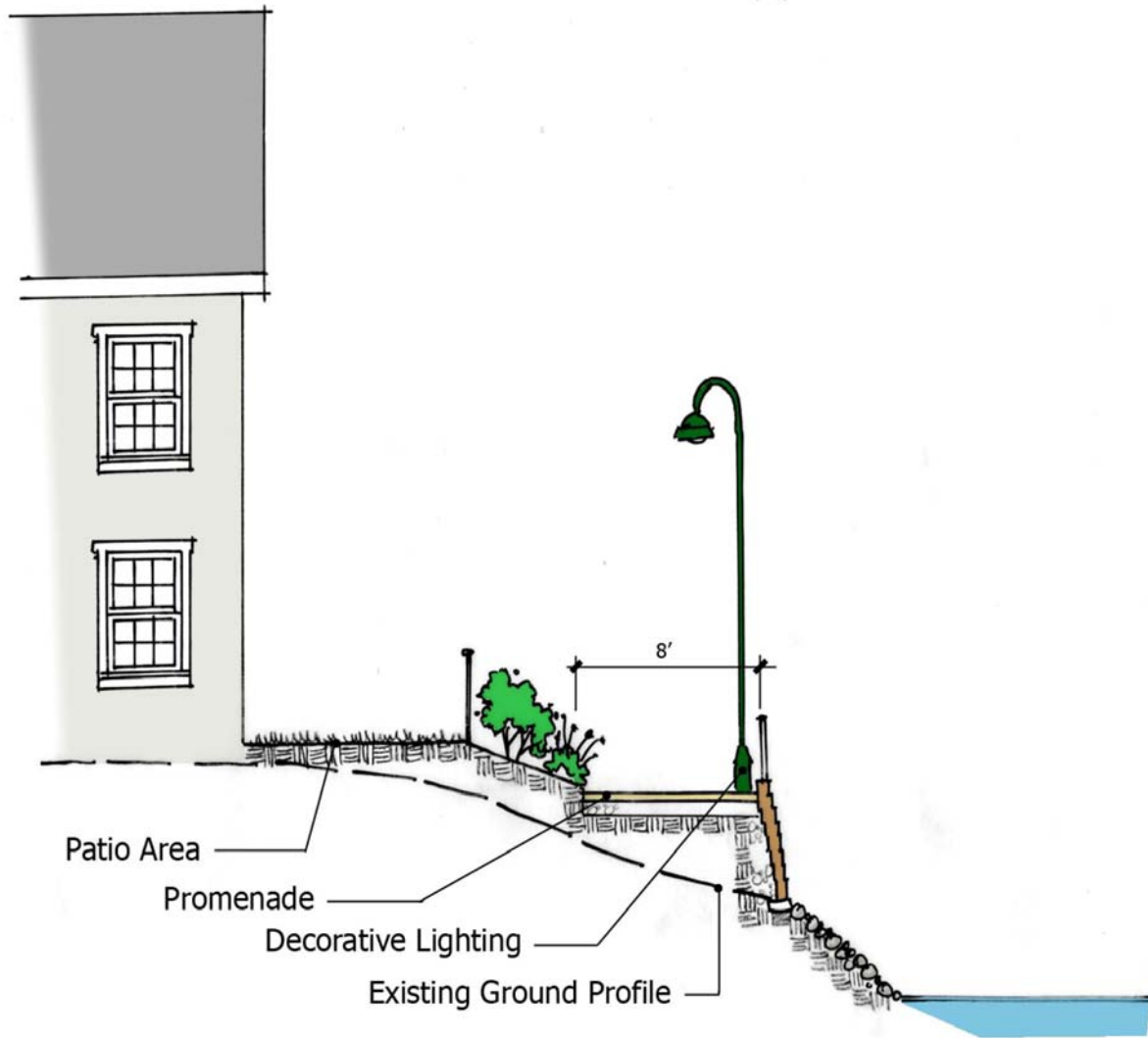
NO. REV.	DESCRIPTION	DATE
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2	REV. INTERIM PLAN/PALM	06/27/08
3	REV. INTERIM PLAN/PALM	06/27/08
4	REV. INTERIM PLAN/PALM	06/27/08
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100	REV. INTERIM PLAN/PALM	06/27/08

Dover Landing
Washington Street / River Street
Dover, New Hampshire

Not Approved for Construction
Waterfront Park
Concept Plan

Scale: 1" = 40'
Date: April 14, 2008
Sheet No.: 211810.00





LDA Exhibit 9.4

Waterfront Park Program

1. Survey & Engineered Layout from river edge to base of curb
2. Reinforced existing riverbank with stone rip-rap and native landscaping
3. Riverwalk or boardwalk along length of River for public access in accordance with Design Guidelines.
4. Landscaping, lighting and street furnishings in Waterfront Park as required by Design Guidelines
5. Special Events Area to be accommodate art/craft shows, musical performance for local talent, picnicking area
6. Minimum of one public art location

Additional Program Items depending on funding availability in order of priority:

7. Seasonal Community Pavilion in Special Events Area

LDA Exhibit 10.1

LDA Deposit, Escrow Account Terms and Conditions

The LDA Deposit shall be paid by Developer and held by DHA/City of Dover pursuant to the following terms and conditions:

1. The LDA deposit shall be paid to the order of DHA within seven (7) days of the signing of this LDA. DHA shall hold the full amount of the LDA deposit in escrow until the Effective Date. After the Effective Date, funds may be expended by the DHA for expenses associated with its overseeing development of the Premises. The balance of the deposit not so expended shall continue to be held in escrow. No interest shall accrue.

2. The LDA deposit, less any funds previously expended by DHA for expenses associated with its overseeing development of the Premises shall be paid to DHA at closing, contemporaneous with Developer's acceptance and recording of the City of Dover's Warranty Deed conveying the Premises.

3. The full amount of the LDA deposit shall be returned and paid to Developer upon any of the following conditions:

- (a) The City of Dover fails to finance and award(s) a contract(s) for the improvements to the River Street pump station service facility and processing equipment, which vote establishes the Effective Date of this LDA (pursuant to Section 11).
- (b) Prior to closing, the City of Dover cannot assure to its satisfaction, completion of, or funding for the completion of the vehicular and pedestrian bridge crossing the Cocheco River as an extension of Washington Street.
- (c) Prior to closing, the City of Dover cannot assure to its satisfaction, completion of, or funding for the completion of the River Street pump station improvements and processing equipment.
- (d) The City of Dover voids the LDA prior to closing because DHA and/or the City of Dover does not approve of the environmental remediation intended to be completed on the premises by Developer as part of its development responsibilities.

Because of the parties' agreement to delay development commencement on account of current adverse economic conditions, and anticipating any Remedial Action Plan ("RAP") will need to be completed closer in time to (Developer expects within six (6) months of) the closing and transfer of title to the Premises (to assure prospective equity investors/partners and/or other lenders of up to date RAPs confirming expected environmental remediation), the parties declare impractical and thus void their Term Sheet Section 11(b) requirement to agree

upon the scope of environmental remediation, techniques and costs within 180 days of LDA execution.

- (e) The City of Dover voids the LDA prior to closing pursuant to LDA Section 14 because the anticipated costs of environmental remediation, as projected by the RAP contemplated by 3 (a) above, exceeds One Million Three Hundred Thousand (\$1,300,000.00) Dollars (being that portion of the purchase price allocatable to environmental remediation pursuant to LDA Section 10(g) and (h), and the Developer is unwilling to pay any excess costs.
- (f) The Developer voids the LDA prior to closing because its anticipated cumulative costs of environmental remediation pursuant to the RAP contemplated by 3 (d) above, plus the costs of any additional remediation/improvements to the River Street pump station service facility and processing equipment it deems necessary to successfully market residential development on the Premises, together exceed One Million Three Hundred Thousand (\$1,300,000.00) Dollars (being that portion of the purchase price allocate able to environmental remediation pursuant to LDA Section 10(g) and (h)).

4. The LDA Deposit shall be forfeited and paid to DHA if the Developer defaults in its obligation pursuant this LDA for any reasons other than those excusing its performance, and authorizing its voiding the LDA, as set forth above.

LDA Exhibit 12.1

Conditions Precedent to Closing

The following conditions shall be fulfilled as a precondition to closing:

5. Completion of the vehicular/pedestrian bridge across the Cochecho River or, if not completed by closing, evidence satisfactory to Developer and any equity investor(s), equity partner(s), lenders or other financing persons or entities, that completion of said bridge project is assured.
6. Completion of the River Street pump station improvements, including processing equipment or, if not completed by closing, evidence satisfactory to Developer and any equity investor(s), equity partner(s), lenders or other financing persons or entities, that the completion of said pump station project is assured, with work completion assuring Developer, to its satisfaction, of the elimination of sewerage odor or, if not completely eliminated, a reduction in odor such that Developer is reasonably satisfied of its ability to eliminate sewerage odors (to the extent necessary to assure successful marketing and sale of real estate improvements to be developed) within Developer's Purchase Price allocations (see LDA Section 10 (h)).
7. Dover Planning Board subdivision approval, depicting the Premises in substantially the size and configuration as the LDA Exhibit 4.1 survey, enabling conveyance of the Premises by Warranty Deed in substantially the form of Exhibit 5.1.
8. Dover Planning Board Site Plan Approval, together with necessary approvals by any and all other Permitting Agencies having jurisdiction over and authorizing the required Phase I Private and Public Improvements, resulting in Developer's ability to submit and obtain building permits for the Phase I Private and Public Improvements upon submission to Dover's Building Inspector of, and satisfactory approval of, building permits, fees and specific architectural/building plans for contemplated Phase I structures.
9. Final CWDAC/DHA approval of the Phase I Private and Public Improvements, as contemplated by the "Process" outlined at pages 4 and 5 of the Dover Waterfront Design Guidelines.
10. Strafford County Registry of Deeds title rundown to point of recording deed conveying the Premises, disclosing no encumbrances or other adverse matters of title not previously disclosed in the Commitment of Title attached as Exhibit 15.1.
11. No adverse geotechnical or environmental conditions giving rise to the City of Dover voiding LDA pursuant to Section 14.
12. Evidence of equity investment and/or financing to finance the Phase I Private and Public Improvements.

13. Construction contract(s) evidencing commitment for the commencement and completion of the Phase I Private and Public Improvements, with provisions for construction to commence within 60 days of closing; **provided, however**, that if that date which is 60 days after closing falls within the five month period from November 1 through April 1, Developer shall not be required to commence construction until April 1.
14. LDA to be in full force and effect and free of defaults.



DRAFT

**ALTA Commitment Form
COMMITMENT FOR TITLE INSURANCE**

Issued by
First American Title Insurance Company

First American Title Insurance Company, a California corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the Land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, First American Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.



FIRST AMERICAN TITLE INSURANCE COMPANY

BY: *Carl S. Johnson* PRESIDENT

BY: *Christina M. Wyszkiel* SECRETARY

COUNTERSIGNED: *Christina M. Wyszkiel*
By: _____
Authorized Signatory

Wyskiel, Boc, Tillinghast & Bolduc, P.A.
Firm Name

DRAFT

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at < <http://www.alta.org/> >.



DRAFT

FIRST AMERICAN TITLE INSURANCE COMPANY

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

1. Effective Date: May 12, 2009

File Number: DICKINSON

2. Policy or Policies to be issued: *likely*

Amount of Insurance

(a) OWNER'S POLICY:

\$ _____

Proposed Insured:

*land owning entity (special purpose LLC) to be formed
(C/W)*

(b) LOAN POLICY:

\$ _____

Proposed Insured:

*to be determined
(C/W)*

(c) _____ OTHER

\$ _____

Proposed Insured:

3. The estate or interest in the Land described or referred to in this Commitment is:

Fee Simple

and title is at the Effective Date vested in:

City of Dover, N.H.

4. The Land referred to in this Commitment is described as follows:

River Street, in the City/Town of Dover,
County of Strafford, and State of New Hampshire; and is described
as set forth in Exhibit "A" attached hereto and made a part hereof.

EXHIBIT A

DRAFT

Metes and bounds description to be drafted in accord with Kevin McEneaney survey, when

- (1) completed and corrected (to include land at southwesterly corner of development parcel ... part of "Bluffs") and
- (2) finalized by LDA negotiations (to determine park and final location of "new" Washington Street land to be retained by City.





FIRST AMERICAN TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

**SCHEDULE B, SECTION 1
REQUIREMENTS**

The following are the requirements to be complied with:

- Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
- Item (b) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to wit:

SEE SCHEDULE B, SECTION 1- REQUIREMENTS - CONTINUATION SHEET ATTACHED

A handwritten signature or set of initials, possibly "CJW", written in dark ink.

DRAFT

FIRST AMERICAN TITLE INSURANCE COMPANY
Commitment for Title Insurance

SCHEDULE B, SECTION 1
Requirements
Page 1 of 2

1. Recording final survey of Insured Premises.
2. Warranty Deed from the City of Dover, New Hampshire to (land owning entity to be formed) conforming to survey.
3. Duly authorized and executed mortgage and other security documents related to any financing.
4. Receipt of properly executed Parties in Possession and Mechanic's Lien Affidavit in order to delete or modify exceptions set forth in Schedule B, Section 2, Standard Exceptions 1 and 3.
5. Receipt of properly executed Survey Affidavit in order to delete or modify exception set forth in Schedule B, Section 2, Standard Exception 2.
6. Payment of any outstanding real estate taxes and other municipal charges (water, sewer, betterments, etc.) at or prior to closing.
7. Compliance with such other terms and conditions of commitment letter as may affect the validity of the security instruments to be granted to the proposed insured.
8. The actual value of the estate or interest to be insured must be disclosed to the Company and entered as the amount of the Policy(ies) to be issued. Until the amount of the policy(ies) to be issued is entered as aforesaid and the appropriate premiums paid, the applicant for this Commitment, and every other person or entity relying on this Commitment, is on notice that total liability of the Company on account of this Commitment shall not exceed \$1,000.
9. Final report from counsel acceptable to the Company certifying title between the date of this Commitment and the date and time of recording or filing of the closing documents. Said report should provide recording data relative to all closing documents and any additional matters affecting title other than those set forth in Schedule B, Section 2, of this Commitment. Copies of the recording documents insured by the title policy should be included with the final report.



FIRST AMERICAN TITLE INSURANCE COMPANY
Commitment for Title Insurance

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SCHEDULE B, SECTION 1
Requirements
Page 2 of 2

10. Upon full disclosure to the Company of the nature and scope of this transaction and our review and approval of the closing documents, including updated certification of title, the Company reserves the right to raise such other and further exceptions and requirements as it deems appropriate.
11. Issuance of a final title insurance policy is conditions upon payment of all title premium(s) due in connection with said policy(ies) at the present applicable rates, as well as all examination and counsel fees and recording costs incurred by the Company relative to this transaction.
12. If the insured premises has undergone construction or repair during the past 120 days, satisfactory evidence should be provided at or prior to closing that said improvements and/or repairs or alterations are completed and that the contractors, subcontractors, labor and materialmen are all paid in full.





DRAFT

FIRST AMERICAN TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

**SCHEDULE B, SECTION 2
EXCEPTIONS**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Any facts, rights, interests, or claims that are not shown in the public records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title, including discrepancies, conflicts in boundary lines, shortages in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the public records.
3. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the public records.
4. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
5. Real estate taxes and municipal charges as follows:
6. IF THE INSURED PREMISES IS A CONDOMINIUM UNIT: Covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney, and limitations on title, created by the laws of the State of the insured premises or set forth in the Master Deed or Declaration of Condominium, in the related By-Laws, in the Declaration of Trust, or Site Plans and Floor Plans as duly recorded in the appropriate land records office and as the same may have been lawfully amended, and in any instrument creating the estate or interest insured by this policy.

For additional exceptions see attached Schedule B - Section 2 Continuation Sheet

FIRST AMERICAN TITLE INSURANCE COMPANY
Commitment for Title Insurance

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SCHEDULE B, SECTION 2

Exceptions

Page 1 of 2

5. Taxes or municipal charges which are not yet due and payable (note: land owned by City).
6. Any potential flooding caused from the overflow of the Cocheco River.
7. Implied and/or prescriptive right of way to the former 5.03 acre "Strafford County Jail" parcel as conveyed by the City of Dover to The County of Strafford by deed recorded at Book 286, Page 138, being Tax Map 22, Lot 2, shown as Lot 2 on Plan 40-53 prepared for the City of Dover. Plan 40-53 further indicates an "access to Map 2 (presumably Map 22), Lot 2.

Note: Historically, access appears to be over an extension of Washington Street as it crossed a bridge over the river. A 1892 Atlas Map of the City, as well as Strafford County Registry of Deeds plan recorded as Pocket 6, Folder 5, Plan 8 (1963) depicts and located access by "dotted line." As shown on said plans, access is approximately same location as new development proposed road (in front of commercial office building, toward Maglaras Park).

8. Utility easement to Win State Gas & electric Company as described in deed of the Pacific Mills dated 12/22/1924, recorded at the Strafford County Registry of Deeds, Book 413, Page 210.
9. Utility easement to J. Brodie Smith as described in deed of the Pacific Mills dated 8/24/1926, recorded at the Strafford County Registry of Deeds, Book 423, Page 55. (Note: "Blueprint" showing "transmission line" location, referenced as expressly made a part of easement deed, is not recorded with instrument).
10. Utility easement to J. Brodie Smith as described in deed of the City of Dover dated 9/24/1926, recorded at the Strafford County Registry of Deeds, book 423, Page 56.
11. Utility easement to Public Service Company of New Hampshire as described in deed of the City of Dover dated 2/18/1955, recorded at the Strafford County Registry of Deeds, Book 641, Page 304.
12. Access easements and utility easements as shown on Plan 40-53 and further as depicted on proposed plan.



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FIRST AMERICAN TITLE INSURANCE COMPANY
Commitment for Title Insurance

SCHEDULE B, SECTION 2

Exceptions

Page 2 of 2

13. Notice of Groundwater Management Zone Permit issued by the New Hampshire Department of Environmental Services on 6/8/2001 for the benefit of the City of Dover to the "former public Works Garage" located on River Street in Dover, NH as shown on Plan 65-16, recorded at the Strafford County Registry of Deeds, Book 2487, Page 122.
14. Anything contained in said policy on the contrary notwithstanding, the Company insures against loss or damage incurred by the insured by reason of the enforcement or attempted enforcement of any statutory lien for labor or material arising from construction existing on the land at the effective date of said policy except for labor or material contracted for by the Insured.
15. Title to and rights of the public and others entitled thereto in and to those portions of the insured premises lying within the bounds of the streets and ways.



**First Amendment to
TERM SHEET
FOR SALE AND DEVELOPMENT OF
DOVER LANDING**

This Agreement is intended to amend and thus be an integral part of the below signed parties' Term Sheet for Sale and Development of Dover Landing ("Term Sheet"). This Agreement has been entered into for good and valuable consideration by and between **Dickinson Development Corp.**, a Massachusetts corporation having a principal place of business at 1266 Furnace Brook Parkway, Quincy, MA 02169, the **Dover Housing Authority**, a New Housing Authority authorized and existing pursuant to N.H. RSA 203.

This Agreement is intended to extend two deadlines as defined by the Term Sheet, which may be extended, at the sole discretion of the Dover Housing Authority, pursuant to Section 8 of the Term Sheet. As a third party to the Term Sheet, the **City of Dover** acknowledges the deadline extensions. The City Manager, authorized by paragraph 3 of the Dover City Council's Resolution dated June 13, 2007, signs this First Amendment as an associated document contemplated by the Term Sheet and as a reasonable modification of the Term Sheet as the project moves forward towards a closing transaction.

In mutual consideration of the parties' promises to each other, and additional promises recently made, the parties agree as follows:


1. The Term Sheet "LDA Negotiation Period" specifically referenced at Section 8 of the Term Sheet, shall be and is hereby extended for a period of six (6) months from December 31, 2007 to June 30, 2008.

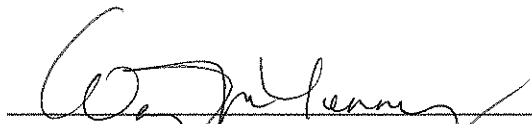
2. The Term Sheet "LDA Inspection Period Term," intended by Section 7 of the Term Sheet to run concurrently with the LDA Negotiation Period, shall be and is hereby extended for a period of six (6) months from December 31, 2007 to June 30, 2008.

In witness whereof, the undersigned execute triplicate originals of this instrument this 21st day of December, 2007:



Witness

DICKINSON DEVELOPMENT CORP.


By: Mark Dickinson, Its President
Duly Authorized

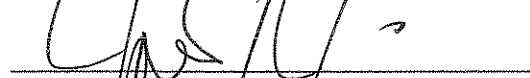

Witness

DOVER HOUSING AUTHORITY


By: Jack Buckley, Its Executive Director
Duly Authorized


Witness

CITY OF DOVER, NH


By: J. Michael Joyal, Its City Manager
Duly Authorized

**Second Amendment to
TERM SHEET
FOR SALE AND DEVELOPMENT OF
DOVER LANDING**

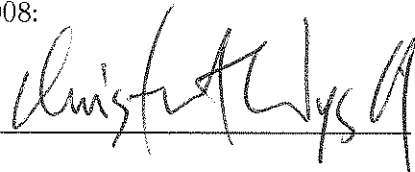
This Agreement is intended to amend and thus be an integral part of the below signed parties' Term Sheet for Sale and Development of Dover Landing ("Term Sheet"). This Agreement has been entered into for good and valuable consideration by and between **Dickinson Development Corp.**, a Massachusetts corporation having a principal place of business at 1266 Furnace Brook Parkway, Quincy, MA 02169, the **Dover Housing Authority**, a New Housing Authority authorized and existing pursuant to N.H. RSA 203.

This Agreement is intended to extend two deadlines as defined by the Term Sheet, which may be extended, at the sole discretion of the Dover Housing Authority, pursuant to Section 8 of the Term Sheet. As a third party to the Term Sheet, the **City of Dover** acknowledges the deadline extensions. The City Manager, authorized by paragraph 3 of the Dover City Council's Resolution dated June 13, 2007, signs this Second Amendment as an associated document contemplated by the Term Sheet and as a reasonable modification of the Term Sheet as the project moves forward towards a closing transaction.

In mutual consideration of the parties' promises to each other, and additional promises recently made, the parties agree as follows:


1. The Term Sheet "LDA Negotiation Period" specifically referenced at Section 8 of the Term Sheet, shall be and is hereby extended for a period of six (6) months from June 30, 2008 to December 31, 2008.
2. The Term Sheet "LDA Inspection Period Term," intended by Section 7 of the Term Sheet to run concurrently with the LDA Negotiation Period, shall be and is hereby extended for a period of six (6) months from June 30, 2008 to December 31, 2008.

In witness whereof, the undersigned execute triplicate originals of this instrument this 24th day of June, 2008:

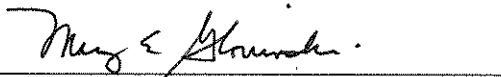


Witness

DICKINSON DEVELOPMENT CORP.

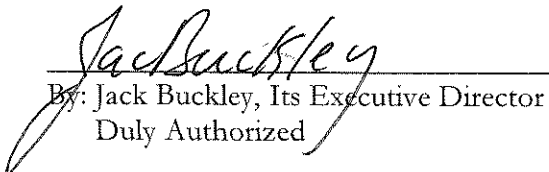


By: Mark Dickinson, Its President
Duly Authorized




Witness

DOVER HOUSING AUTHORITY

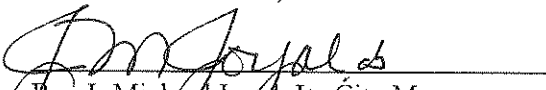


By: Jack Buckley, Its Executive Director
Duly Authorized



Witness

CITY OF DOVER, NH



By: J. Michael Joyal, Its City Manager
Duly Authorized

**Third Amendment to
TERM SHEET
FOR SALE AND DEVELOPMENT OF
DOVER LANDING**

Signing Parties

This Agreement is intended to amend and thus be an integral part of the below signed parties' Term Sheet for Sale and Development of Dover Landing ("Term Sheet"). This Agreement extends Term Sheet deadlines and is entered into for good and valuable consideration by and between **Dickinson Development Corp.** ("Developer"), a Massachusetts corporation having a principal place of business at 1266 Furnace Brook Parkway, Quincy, MA 02169, and the **Dover Housing Authority** ("DHA"), a New Hampshire Housing Authority authorized and existing pursuant to N.H. RSA 203. Term Sheet deadlines may be extended at the sole discretion of the DHA, pursuant to Section 8 of the Term Sheet.

As the third party to the Term Sheet, the **City of Dover** acknowledges the deadlines extended by this Third Amendment. The City Manager, authorized by paragraph 3 of the Dover City Council's Resolution dated June 13, 2007, signs this Third Amendment as an associated document contemplated by the Term Sheet and as a reasonable modification of the Term Sheet as the project moves forward towards a closing transaction.

Recitals

The Term Sheet established basic terms for, and the framework to negotiate final details of, a Land Disposition Agreement ("LDA") with Developer. The Term Sheet originally contemplated the LDA to be executed by the undersigned parties by December 31, 2007. That deadline was twice extended by the parties' First and Second Amendments to the Term Sheet.

To allow time for the parties to satisfy certain Conditions Precedent to LDA Execution, the "LDA Negotiation Period" and "LDA Inspection Period," previously extended by the First and Second Term Sheet Amendments, such dates need to be extended further. Additionally, the parties agree to clarify other Term Sheet deadline dates by which the Developer completes project design and acquires permits in accord with adopted Design Guidelines, and otherwise satisfies the Term Sheet Section 13 Conditions Precedent to Delivery of Possession (i.e., closing).

Agreements

NOW, THEREFORE, in mutual consideration of the parties' promises to each other, and additional promises recently made, the parties agree as follows:

1. The Term Sheet "LDA Negotiation Period" specifically referenced at Section 8 of the Term Sheet, shall be and is hereby extended for a period of three (3) months from December 31, 2008 to March 30, 2009.
2. The Term Sheet "LDA Inspection Period Term," intended by Section 7 of the Term Sheet to run concurrently with the LDA Negotiation Period, shall be and is hereby extended for a period of three (3) months from December 31, 2008 to March 30, 2009.

JS 12.16.08

3. The parties intend to execute the LDA on or before March 30 2009.
4. The "Permitting Period" established by Section 12 of the Term Sheet is hereby extended to March 30, 2011.
5. The "Outside Possession Date" established by Section 14 of the Term Sheet is hereby extended to March 30, 2011 and the same extension provisions provided for in Section 14 (a) and (b) of the Term Sheet remain in effect.
6. None of the parties are deemed responsible for delays and extensions in the execution of the LDA..

IN WITNESS WHEREOF, the undersigned execute triplicate originals of this instrument this _____ day of December, 2008:

[Signature]
 Witness

DICKINSON DEVELOPMENT CORP.
[Signature]
 By: Mark Dickinson, Its President
 Duly Authorized

May E. Blumh.
 Witness

DOVER HOUSING AUTHORITY
[Signature]
 By: Jack Buckley, Its Executive Director
 Duly Authorized

[Signature]
 Witness

CITY OF DOVER, NH
[Signature]
 By: J. Michael Joyal, Its City Manager
 Duly Authorized

B, 2: 16.08

**Fourth Amendment to
TERM SHEET
FOR SALE AND DEVELOPMENT OF
DOVER LANDING**

Signing Parties

This Agreement is intended to amend and thus be an integral part of the below signed parties' Term Sheet for Sale and Development of Dover Landing ("Term Sheet"). This Agreement extends Term Sheet deadlines and is entered into for good and valuable consideration by and between **Dickinson Development Corp.** ("Developer"), a Massachusetts corporation having a principal place of business at 1266 Furnace Brook Parkway, Quincy, MA 02169, and the **Dover Housing Authority** ("DHA"), a New Hampshire Housing Authority authorized and existing pursuant to N.H. RSA 203. Term Sheet deadlines may be extended at the sole discretion of the DHA, pursuant to Section 8 of the Term Sheet.

As the third party to the Term Sheet, the **City of Dover** acknowledges the deadlines extended by this Fourth Amendment. The City Manager, authorized by paragraph 3 of the Dover City Council's Resolution dated June 13, 2007, signs this Fourth Amendment as an associated document contemplated by the Term Sheet and as a reasonable modification of the Term Sheet as the project moves forward towards a closing transaction.

Recitals

The Term Sheet established basic terms for, and the framework to negotiate final details of, a Land Disposition Agreement ("LDA") with Developer. The Term Sheet originally contemplated the LDA to be executed by the undersigned parties by December 31, 2007. That deadline was extended three times by the parties' First, Second and Third Amendments to the Term Sheet.

To allow time for the parties to satisfy certain Conditions Precedent to LDA Execution, the "LDA Negotiation Period" and "LDA Inspection Period," previously extended by the First, Second and Third Term Sheet Amendments, such dates need to be extended further. Additionally, the parties agree to clarify other Term Sheet deadline dates by which the Developer completes project design and acquires permits in accord with adopted Design Guidelines, and otherwise satisfies the Term Sheet Section 13 Conditions Precedent to Delivery of Possession (i.e., closing).

Agreements

NOW, THEREFORE, in mutual consideration of the parties' promises to each other, and additional promises recently made, the parties agree as follows:

1. The Term Sheet "LDA Negotiation Period" specifically referenced at Section 8 of the Term Sheet, shall be and is hereby extended for a period of two (2) months from March 30, 2009 to May 31, 2009.
2. The Term Sheet "LDA Inspection Period Term," intended by Section 7 of the Term Sheet to run concurrently with the LDA Negotiation Period, shall be and is hereby extended for a period of two (2) months from March 30, 2009 to May 31, 2009.

3. The parties intend to execute the LDA on or before May 31, 2009.
4. The "Permitting Period" established by Section 12 of the Term Sheet is hereby extended to May 31, 2011.
5. The "Outside Possession Date" established by Section 14 of the Term Sheet is hereby extended to May 31, 2011 and the same extension provisions provided for in Section 14 (a) and (b) of the Term Sheet remain in effect.
6. None of the parties are deemed responsible for delays and extensions in the execution of the LDA.

IN WITNESS WHEREOF, the undersigned execute triplicate originals of this instrument this 17th day of March, 2009:

Tanya Wane
Witness

DICKINSON DEVELOPMENT CORP.

Mark Dickinson
By: Mark Dickinson, Its President
Duly Authorized

Walter Lenney
Witness

DOVER HOUSING AUTHORITY

May Stornicki, Deputy Director
By: Jack Buckley, Its Executive Director
for Duly Authorized

Alfred Bassette
Witness

CITY OF DOVER, NE

J. Michael Joyal
By: J. Michael Joyal, Its City Manager
Duly Authorized