



TOWN OF EXETER, NEW HAMPSHIRE

10 FRONT STREET • EXETER, NH • 03833-3792 • (603) 778-0591 • FAX 772-4709

www.exeternh.gov

LEGAL NOTICE EXETER PLANNING BOARD AGENDA

The Exeter Planning Board will meet on Thursday, October 23, 2025 at 7:00 P.M. in the Nowak Room of the Town Office Building located at 10 Front Street, Exeter, New Hampshire, to consider the following:

APPROVAL OF MINUTES: September 25, 2025

NEW BUSINESS: PUBLIC HEARINGS

The continued public hearing on the application of Caley Associates for site plan review and a Shoreland Conditional Use Permit for the proposed redevelopment of the property at 97 Portsmouth Avenue. The developer is proposing to demolish the existing Blue Ribbon Dry Cleaners building on the site and construct a multi-use building to include commercial space, amenities, and 14 residential units with parking and associated site improvements. The property is located in the C-2, Highway Commercial zoning district and is identified as Tax Map Parcel #65-125. PB Case #25-3.

OTHER BUSINESS

- Consideration and recommendation by the Planning Board for the Town's acquisition of an easement on property owned by Phillips Exeter Academy (off Drinkwater Road) for the purpose of a new groundwater supply well and associated infrastructure. Tax Map Parcel #71-119.
- Master Plan Discussion
- Land Use Regulations Review
- Field Modifications
- Bond and/or Letter of Credit Reductions and Releases

EXETER PLANNING BOARD

Langdon J. Plumer, Chairman

Posted 10/10/25: Exeter Town Office and Town of Exeter website

**TOWN OF EXETER
PLANNING BOARD
NOWAK ROOM
10 FRONT STREET
SEPTEMBER 25, 2025
DRAFT MINUTES
7:00 PM**

I. PRELIMINARIES:

BOARD MEMBERS PRESENT BY ROLL CALL: Chair Langdon Plumer, Vice-Chair Aaron Brown, Gwen English, John Grueter, Jennifer Martel, Nancy Belanger, Select Board Representative, Alternate Marty Kennedy, and Alternate Hubbard.

STAFF PRESENT: Interim Town Planner Carol Ogilvie

II. CALL TO ORDER: Chair Plumer called the meeting to order at 7 PM, introduced the members, and activated Mr. Kennedy.

III. NEW BUSINESS:

1. The continued application of the Exeter Presbyterian Church for site plan review of the proposed construction of an additional building, parking and associated site improvements on the property located at 73 Winter Street.
C-1, Central Area Commercial zoning district
Tax Map Parcel #73-143.
Planning Board Case #25-6.

Chair Plumer read the Public Hearing Notice out loud noting that the case had been continued for a Site Walk attended by a majority of the members and the applicant.

Ms. Ogilvie indicated the application was presented at the September 11, 2025 meeting. She noted that the applicant is requesting waivers from Section 7.4.10 for High Intensity Soil Survey (HISS) of the entire site, or appropriate portion thereof; and Section 9.3.6 for grading within five feet of a property line. She indicated there were waiver request letters from Jones & Beach dated 7/15/25 and 8/28/25.

Paige Libbey of Jones & Beach indicated that Skip Phelps was also present. She answered the question posed by Ms. Belanger at the last meeting concerning the DPW grant for sidewalk improvements and whether there would be impact to this project and Ms. Libbey was assured by DPW that plans were not final but they anticipated no impact to this project. She noted that dimensions were asked about to the concrete pad for the pool and noted seven to eight feet. Ms. Libbey discussed the location of the three trees by the first parking space and followed up with the abutter who would like them removed for safety reasons. They proposed a new tree 6' from the existing.

Vice-Chair Brown recommended considering a rain garden, some greenery rather than just asphalt that could have drain water recycled from the rooftop, as an opportunity, not a requirement. Ms. Libbey noted that there could be something at the end of the gutter system, but noted the fill required for separation and depression for a rain garden.

Ms. English and Ms. Belanger asked about trees. Chair Plumer asked if the new tree could be protected initially. Ms. Libbey indicated fencing could be put around it.

Mr. Kennedy asked the days and hours of activity at the church and the bowling alley. Mr. Phelps noted they have a good relationship and the church has its heaviest use on Sunday morning and Wednesday evening. When the bowling alley has their events they park in the church lot and it seems to work out. Mr. Hubbard asked if the church used the bowling alley lot and Mr. Phelps noted that occasionally, mostly late comers will park there on Sunday mornings but there is no street parking in their calculations for spaces.

Ms. English asked about resurfacing on the west side lane and if it were being widened and Ms. Libbey indicated no, the trees will stay.

Ms. English asked if the Sweet Gum tree close to the snow storage area could be moved more toward the sidewalk in front instead of off to the side. Ms. Libbey agreed.

Ms. English asked about adding another tree in the parking area and Ms. Libbey indicated the fire department had already asked them to remove the light pole for turning area.

Ms. Belanger asked if people parking there might drive through the other lot as a short-cut and Mr. Phelps indicated that he and Rob would put up a plastic chain.

Ms. English asked about the berm on the east side of the lot. Ms. Libbey indicated it was not too significant.

Chair Plumer asked about the runoff from the new structure and Ms. Libbey will add details to the plan.

Mr. Hubbard asked the roof style and Ms. Libbey noted a hip roof.

Mr. Hubbard asked about replacement of the existing fence and Mr. Phelps indicated the reason was for aesthetics, to match the additional, and the condition of the existing stockade fence which was poor. Vice-Chair Brown questioned whether the stockade style fence might have less impact to the business but agreed he would leave it flexible, off the plan.

Mr. Hubbard asked if the jog would go away and Mr. Phelps indicated the trucks need as much turning radius as possible.

Ms. English asked about snow removal and Mr. Phelps described how Rob plows the snow and then trucks it off.

Ms. Martel asked about curbing for the planting islands and Ms. Libbey noted the fire department did not want to hit them. Mr. Phelps reminded that the goal of the parking area was to get vehicles off street and for the kids not to cross the street. Ms. Martel asked about the edging detail of the permeable pavers and Ms. Libbey indicated how they would stay in place.

Ms. Martel noted the proposed 2.5" caliper tree would need some stakes or a snow fence the first few years. Ms. Libbey indicated they could switch to a larger tree.

Chair Plumer opened the hearing to public comment at 7:40 PM.

Brandy Small, a volunteer at church, agreed that the parking lot should be adequate so that kids aren't crossing the street.

Chair Plumer closed public comment at 7:41 PM.

Chair Plumer discussed the waiver requests. Ms. Libbey indicated the waiver from HISS to identify the hydrological soil group would not yield any changes to drainage modeling. She noted that the waiver for grading within 5' was necessary to keep the row of parking for ten spaces.

Vice-Chair Brown motioned that after reviewing the criteria for granting waivers that the request for a waiver from Section 7.4.10 of the site plan review and subdivision regulations for HISS be approved. Ms. Belanger seconded the motion. A vote was taken, all were in favor, the motion passed unanimously.

Vice-Chair Brown motioned after reviewing the criteria for granting waivers that the request for a waiver from Section 9.3.6 of the site plan review and subdivision regulations for grading within 5' of property line be approved. Ms. Belanger seconded the motion. A vote was taken, all were in favor, the motion passed unanimously.

Ms. Belanger asked if the Board should require that the draft easement deed be recorded and the Board agreed it would not be a requirement of approval and would leave it between the parties. Ms. Ogilvie agreed that if they met on-site parking requirements it would not be needed.

Ms. Ogilvie read out loud the standard conditions of approval:

1. An electronic as-built plan with details acceptable to the Town shall be provided prior to the issuance of a certificate of occupancy. This plan must be in a dwg or dxf file format and in NAD 1983 State Plane New Hampshire FIPS 2800 feet coordinates;

2. A preconstruction meeting shall be arranged by the applicant and his contractor with the Town engineer prior to any site work commencing. The following must be submitted for review and approval prior to the preconstruction meeting:

- i. the SWPPP (storm water pollution prevention plan), if applicable, be submitted to and reviewed for approval by DPW prior to the preconstruction meeting; and
- ii. A project schedule and construction cost estimate.

3. Third party construction inspection fees shall be paid prior to scheduling the preconstruction meeting.

4. The Annual Operations and Maintenance Report in the Stormwater Operations and Maintenance Manual shall be completed and submitted to the Town Engineer annually on or before January 31st. This requirement shall be an ongoing condition of approval.

5. All applicable state permit approval numbers shall be noted on the final plans.

6. All applicable fees to be paid including, but not limited to sewer/water connection fees, impact fees and inspection fees (including third party inspection fees) prior to the issuance of a certificate of occupancy.

7. All landscaping shown on plans shall be maintained and any dead or dying vegetation shall be replaced, no later than the following growing season. as long as the site plan remains valid.

8. All outdoor lighting (including security lights) shall be shown on the final plans and shall be down lit and shielded so no direct light is visible from adjacent properties and/or right of ways.

9. The applicant shall submit the land use and stormwater management information about the project using the PTAPP online municipal tracking tool. The PTAPP submittal must be accepted by DPW prior to the preconstruction meeting.

Ms. Martel requested that there be a condition:

10. That the 2.5" caliper tree be substituted with a 3' caliper tree.

Ms. English requested that there be a condition:

11. That the Sweet Gum tree on the entranceway to the east side be moved closer to the sidewalk in front of the church.

Ms. English motioned that the request of Exeter Presbyterian Church, Planning Board Case #25-6 for site plan approval be approved with the conditions outlined above. Ms. Belanger seconded the motion. A vote was taken, all were in favor, the motion passed unanimously.

2. The application of Jacqueline A. Labrecque for a Shoreland Conditional Use Permit (CUP) to permit the proposed construction of a 230 square foot addition to the existing residence located at 4 Powder Mill Road along with a 230 square foot driveway expansion within the Town's 150- foot Shoreland Protection District.

R-1, Low Density Residential zoning district

Tax Map Parcel #101-2

Planning Board Case #25-7.

Ms. Belanger recused herself.

Chair Plumer read the Public Hearing Notice out loud and asked Ms. Ogilvie if the case were ready to be heard. Ms. Ogilvie indicated the case was ready and described the application for a shoreland conditional use permit for the addition, driveway expansion and temporary impacts. She noted that plans and supporting documents were submitted in August and the applicant appeared before the Conservation Commission on September 9th and they voted to recommend as outlined in Kristen Murphy's, the Conservation & Sustainability Planner, memo.

Ms. English motioned to open Planning Board Case #25-7. Mr. Grueter seconded the motion. A vote was taken, all were in favor, the motion passed unanimously.

John Lordin of Beals Associates described the half acre lot, home and utility easement, on the plan and the 230 SF addition proposed, shown in blue, 230 SF driveway expansion shown in green, and 199 SF of temporary impact shown in red. He described the slope to the river and stone drip edge on the back which is being extended.

Ms. English asked about the extension of the driveway and Mr. Lordin described the drive under that exists now and storage space under for mowers and other items.

Vice-Chair Brown read the Conservation Commission's memo out loud and their recommendation to follow best management practices with the conditions that:

1. The forested buffer be maintained in the same condition as it is now; and
2. To not contribute additional nitrogen to the district, such as fertilizers.

Chair Plumer opened the hearing to public comment at 7:05 PM and being none closed public comment.

Ms. English motioned after reviewing the criteria for granting a Shoreland Conditional Use Permit that the request of Jacqueline A. Labrecque for a Shoreland Conditional Use Permit be granted with the two conditions outlined by Kristen Murphy. Mr. Grueter seconded the motion. A vote was taken, all were in favor, the motion passed 6-0-0.

3. The application of Eversource Energy for a Wetlands Conditional Use Permit (CUP) to perform routine maintenance work on the existing H141 ACR 115kV Transmission Line. The proposed work will be contained within the existing cleared utility right-of-way (ROW) off of Old Town Farm Road.

R-1, Low Density Residential zoning district

Tax Map Parcels #28-6 and #29-32

Planning Board Case #25-8.

Ms. Belanger returned to the meeting table.

Chair Plumer read out loud the Public Hearing Notice and asked if the case were ready to be heard. Ms. Ogilvie indicated the case was ready.

Mr. Grueter motioned to open Planning Board Case #25-8. Ms. Belanger seconded the motion. A vote was taken, all were in favor, the motion passed unanimously.

Ms. Ogilvie indicated the applicant provided plans and supporting documents in August and appeared before the Conservation Commission at their September 9, 2025 meeting and they voted to recommend approval as outlined in the memo of Kristen Murphy, Conservation & Sustainability Planner.

Jacob Kwapiszeski, Stephanie Gardner, and Tracy ___ appeared on behalf of Eversource to request a wetlands conditional use permit to replace two wooden pole structures with weather steel within 5-10' of the existing structure using the existing gravel access from Old Town Farm Road and timber matting to cross the wetland which will be removed when the project is complete. He described permits: EPA construction general permit with weekly inspections until the site is revegetated; the NH general permit through the Army Corp of Engineers; and NH DES approval for permit by notification. He noted Fish & Game identified species of concern and recommended work be during inactive periods October 15 to April 15. Work is proposed for January and February. Mr. Grueter asked if the town received any follow-up and he indicated no, they could do that.

Ms. Martel asked about recreational activities and he indicated there would be signage but there were no recreational trails open to the public and the easement is privately controlled and gated.

Ms. English motioned after reviewing the criteria for a wetlands conditional use permit that the request of Eversource, Planning Board Case #25-8 be approved as presented. Ms. Belanger seconded the motion. A vote was taken, all were in favor, the motion passed unanimously.

IV. OLD BUSINESS

APPROVAL OF MINUTES

June 12, 2025

Mr. Kennedy recommended edits.

Mr. Grueter motioned to approve the minutes of June 12, 2025, as amended. Ms. Martel seconded the motion. A vote was taken, Ms. Belanger and Mr. Kennedy abstained. The motion passed 5-0-2.

September 11, 2025

Mr. Kennedy, Ms. Martel and Ms. Belanger recommended edits.

Ms. Belanger motioned to approve the September 11, 2025 minutes, as amended. Vice-Chair Brown seconded the motion. A vote was taken, Chair Plumer and Ms. Martel abstained. The motion passed 5-0-2.

V. OTHER BUSINESS

- T.F. Moran, Inc. (for C3I) – PB Case #23-13 Request for One-Year Extension of Conditional Approval

- Master Plan Discussion

Mr. Kennedy reported the Master Plan Oversight Committee will meet next Thursday.

- Field Modifications

Ms. Ogilvie noted that there was a minor change to 46 Main Street and a request for a utility pole on another project but she is waiting for the revised plan.

- Bond and/or Letter of Credit Reductions and Release

Ms. Ogilvie noted she has not heard back from the Homeowner's Association relative to 78 Linden Street for three items which the developer never did, so that request is on hold.

VI. TOWN PLANNER'S ITEMS

Ms. Ogilvie noted there were no new applications for October 9th. The Board asked her to follow up with the attorney concerning their request for advice and discussed whether they would meet half an hour prior to the next meeting on October 23rd (6:30 PM) to ask any questions about her advice, and have the attorney present, if possible for the hearing as well. Ms. Ogilvie noted they could also meet remotely but the Board indicated that in person was their first preference. They would like to have the letter a week before October 23rd.

VII. CHAIRPERSON'S ITEMS

Ms. Belanger informed the Board that Mr. Kennedy needs to be appointed by the Select Board as a full member and should get on the agenda.

VIII. PB REPRESENTATIVE'S REPORT ON "OTHER COMMITTEE ACTIVITY"

IX. ADJOURN

Ms. Belanger motioned to adjourn the meeting at 9:01 PM. Ms. English seconded the motion. A vote was taken, all were in favor, the motion passed unanimously.

- 297 Respectfully submitted.
- 298 Daniel Hoijer,
- 299 Recording Secretary (Via Exeter TV)



TOWN OF EXETER

Planning and Building Department

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www.exeternh.gov

Date: October 16, 2025

To: Planning Board

From: Carol Ogilvie, MRI, Interim Town Planner

Re: J. Caley Associates 97 Portsmouth Avenue PB Case #25-3

The Applicant has submitted site plan review and Shoreland Conditional Use Permit (CUP) applications for the proposed redevelopment of the property at 97 Portsmouth Avenue. The developer is proposing to demolish the existing Blue Ribbon Dry Cleaners building on the site and construct a four-story building with commercial on the first floor and 14 residential units in the top three floors, a three-season espresso bar in the front of the lot, and a paved patio between the two structures. The property is located in the C-2, Highway Commercial zoning district and is identified as Tax Map Parcel #65-125.

The Applicant presented their plans to the Planning Board at the July 10, 2025 meeting, a site walk was conducted on August 13th, 2025; the Applicant returned to the Board at the August 28th meeting and the Board subsequently voted to continue discussion of the application to the September 11th, 2025 meeting. At this meeting, after hearing testimony from attorneys for the applicant and abutters, the Board determined that it needed legal counsel before it could act on the application. Therefore, deliberations were tabled to October 23rd pending advice from Town Counsel. Please note that the 65-day timeline for Planning Board action was set to expire on September 13th; at the meeting of September 11th the vote to continue was also a vote to extend the deadline, which was agreed to by the applicant.

Revised plans and supporting documents, dated 9/3/25, have previously been submitted for your review. Included among these are responses to staff comments of 8/20/25 and to the UEI letter of 8/26/25. On October 15, 2025 the applicant's attorney submitted a power point and supporting documentation describing the chronology of title and development for the four parcels relevant to this application; this information has been provided to you.

As of the writing of this memorandum, we have not received any guidance from Town Counsel, but expect to have something by Monday, 10/20/25. **Just a reminder ~ the Board is scheduled to meet with Town Counsel at 6:30 PM on Thursday, 10/23/25 (prior to the regular PB meeting).**

The Applicant is requesting two waivers from the Board's Site Plan Review and Subdivision Regulations as outlined in the waiver letters from Beals Associates, PLLC dated June 24, 2025 previously provided to the Board.

The Applicant presented their Shoreland Conditional Use Permit application to the Conservation Commission at their July 8th, 2025 meeting. The Commission voted unanimously to recommend

approval of the Shoreland CUP with conditions. A memo from our Conservation & Sustainability Planner Kristen Murphy, dated 7/10/25, has previously been provided for review.

Following are draft motions for the two waiver requests, for the Shoreland Conditional Use Permit, and for the MUND Site Plan Review. I will have conditions of approval prepared for the meeting, should the Board decide to act on the application.

Waiver Motions:

Grading within 5 feet of exterior property line waiver motion: After reviewing the criteria for granting waivers, I move that the request of J. Caley Associates (PB #25-3) for a waiver from Section 9.3.6.4. of the Site Plan Review and Subdivision Regulations regarding grading within 5 feet of an exterior property line be APPROVED / APPROVED WITH THE FOLLOWING CONDITIONS / TABLED / DENIED.

Sidewalk waiver motion: After reviewing the criteria for granting waivers, I move that the request of J. Caley Associates (PB Case #25-3) for a waiver from Section 6.19.5.E.3. of the Zoning Ordinance (MUND Design Standards – Property Frontage) to permit the proposed sidewalk to be less than eight-feet (8') in width be APPROVED / APPROVED WITH THE FOLLOWING CONDITIONS / TABLED / DENIED.

Planning Board Motions:

Table /Continuance Motion: I move that the application of J. Caley Associates (PB Case #25-3) be CONTINUED to the (date/time/place) Planning Board meeting and revised plans/documents shall be submitted to the Planning Office at least eight (8) days prior to the meeting or the application may remain on the table to a future meeting.

Conditional Use Permit (Shoreland) Motion: After reviewing the criteria for a Shoreland Conditional Use permit, I move that the request of J. Caley Associates (PB Case #25-3) for a Conditional Use Permit be APPROVED / APPROVED WITH THE FOLLOWING CONDITIONS / TABLED / DENIED.

Mixed Use Neighborhood Development (MUND) Site Plan Motion: I move that the request of J. Caley Associates (PB Case #25-3) for Site Plan approval of the proposed MUND project be APPROVED / APPROVED WITH THE FOLLOWING CONDITIONS / TABLED / DENIED.

Thank You.

Enclosures

EXHIBIT A
CHRONOLOGY OF TITLE AND DEVELOPMENT

Prepared by
Joshua P. Lanzetta, Esq.
Bruton & Berube, PLLC
601 Central Avenue
Dover, NH 03820

Map 65, Lot 124 (“McLane Manor”)

Map 65, Lot 125 (“Blue Ribbon”)

Map 65, Lot 126 (“BankProv”)

Map 65, Lot 127 (“Margarita’s”)



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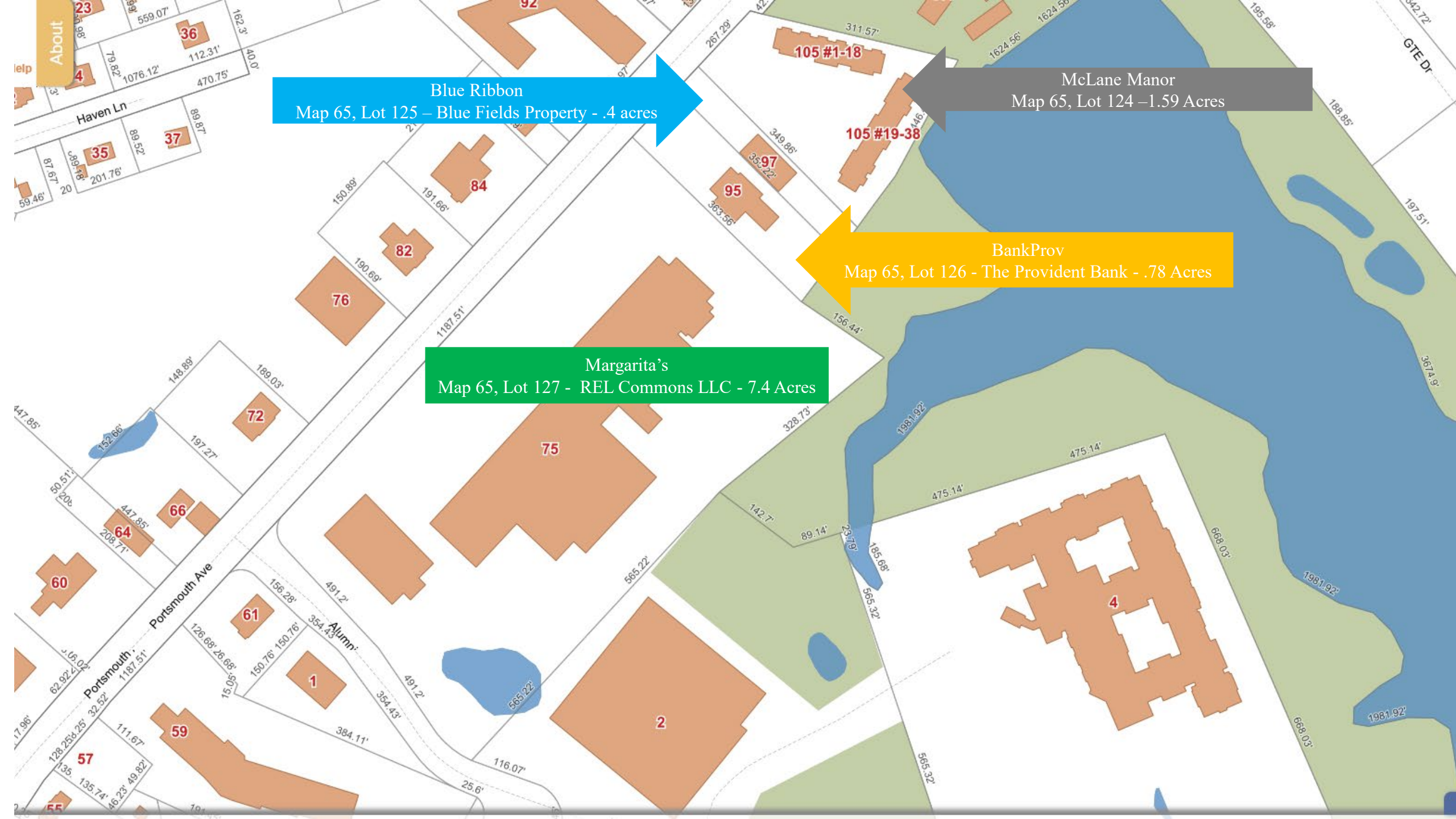
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Blue Ribbon
Map 65, Lot 125 – Blue Fields Property - .4 acres

McLane Manor
Map 65, Lot 124 – 1.59 Acres

BankProv
Map 65, Lot 126 - The Provident Bank - .78 Acres

Margarita's
Map 65, Lot 127 - REL Commons LLC - 7.4 Acres

Exeter Realty Corporation, a corporation duly organized by law and having a usual place of business in Exeter, Rockingham County, State of New Hampshire, for consideration paid, grant to Benjamin J. Dagostino and Joan E. Dagostino, as joint tenants with rights of survivorship, of Exeter, Rockingham County, State of New Hampshire with WARRANTY COVENANTS,

A certain tract or parcel of land in said Exeter on the Easterly side of Portsmouth Avenue, so-called, bounded and described as follows:

Beginning at a stone bound on the Easterly sideline of said Portsmouth Avenue at land of the Town of Exeter, being the Northwesterly corner of the granted premises; thence running Southwesterly along said Portsmouth Avenue a distance of 278 feet, more or less, to a sewer or drain at other land of the grantor; thence turning and running Southeasterly a distance of 370 feet; more or less, along other land of the grantor to a point at land of the Town of Exeter; thence turning and running Northeasterly along land of the Town of Exeter a distance of 251.5 feet, more or less, to a stone bound; thence turning and running Northeasterly a further distance of 198.7 feet, more or less, to a stone bound at land of the Town of Exeter; thence turning and running Northwesterly along land of the Town of Exeter a distance of 342.5 feet, more or less, to point begun at.

Meaning and intending to convey a portion of the land conveyed to Exeter Realty Corporation by Wayne M. Colby by deed dated July 22, 1953 and recorded Rockingham Records Book 1299 Page 44.

Also granting to the grantees, their heirs, assigns and licensees, the right to use in common with the grantor, its assigns and licensees, the nearest access from Portsmouth Avenue across grantor's land to the granted premises, by foot or vehicle, and the grantees by acceptance of this deed hereby grant to the grantor, its assigns and licensees, the right to use in common with the grantees the nearest access, which may be constructed, from Portsmouth Avenue across any paved area developed on the granted premises to the adjoining land of the grantor, by foot or vehicle.

Also granting to the grantees, their heirs, assigns and licensees, the right to park vehicles in the parking area provided in the adjoining premises of the grantor, and the grantees by acceptance of this deed hereby grant to the grantor, its assigns and licensees, the right to park vehicles in any parking area in existence or to be developed on the granted premises.

The granted premises are conveyed subject to restrictions and easements of record.

The grantor gives to the grantees, their heirs and assigns, the right of first refusal to purchase the adjoining premises owned by it on said Portsmouth Avenue, and the grantees by acceptance of this deed hereby give to the grantor and its assigns, the right of first refusal to purchase the granted premises. A ten day notice by certified mail shall be given to the option holder to purchase at the sales price.

WITNESS its hand and seal this 22^d day of April 1964.

Witness:

Exeter Realty Corporation

By Dorothy O. Douglas
President and Treasurer

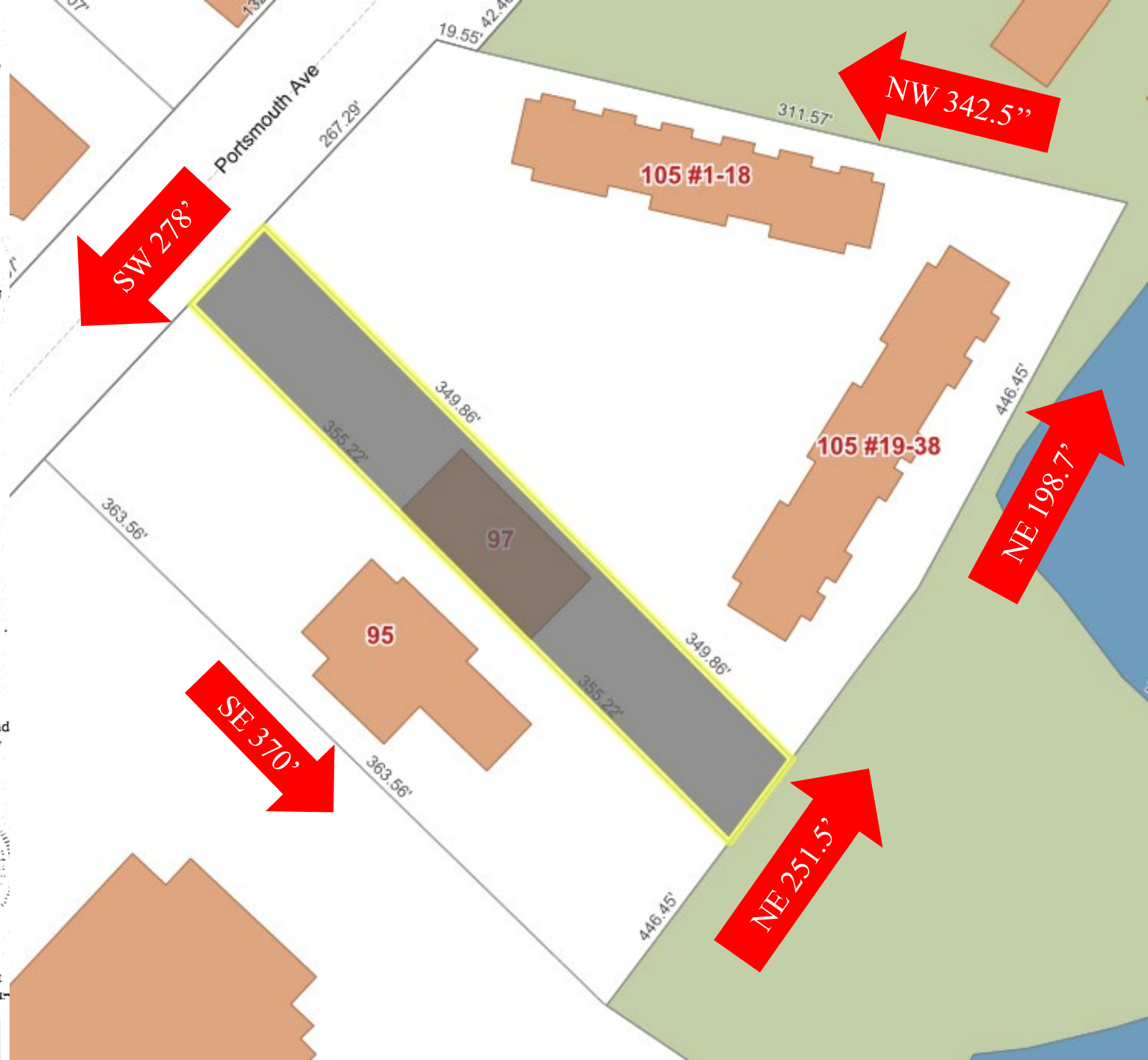
THE STATE OF NEW HAMPSHIRE

April 22 1964.

Rockingham, ss.

Then personally appeared the above-named Dorothy O. Douglas, President and Treasurer of Exeter Realty Corporation, and acknowledged the foregoing instrument to be its voluntary act and deed. Before me,

Robert Shaw
Notary Public



Chain of Title
Map 65, Lot 125
Exeter, New Hampshire
(Blue Ribbon)

1. 1934.03.29 – Deed – Book 888, Page 170;
2. 1953.10.29 – Deed – Book 1299, Page 044;
3. 1964.04.22 – Warranty Deed – Book 1712, Page 201;
4. 1967.09.27 – Lease – Book 1879, Page 110; and
5. 2003.05.23 – Confirmatory Quitclaim Deed – Book 4037, Page 1872.

WARRANTY DEED

1712-201

Exeter Realty Corporation, a corporation duly organized by law and having a usual place of business in Exeter, Rockingham County, State of New Hampshire, for consideration paid, grant to Benjamin J. Dagostino and Joan E. Dagostino, as joint tenants with rights of survivorship, of Exeter, Rockingham County, State of New Hampshire with WARRANTY COVENANTS,

A certain tract or parcel of land in said Exeter on the Easterly side of Portsmouth Avenue, so-called, bounded and described as follows:

Beginning at a stone bound on the Easterly sideline of said Portsmouth Avenue at land of the Town of Exeter, being the Northwestern corner of the granted premises; thence running Southwesterly along said Portsmouth Avenue a distance of 278 feet, more or less, to a sewer or drain at other land of the grantor; thence turning and running Southeasterly a distance of 370 feet, more or less, along other land of the grantor to a point at land of the Town of Exeter; thence turning and running Northeasterly along land of the Town of Exeter a distance of 251.5 feet, more or less, to a stone bound; thence turning and running Northeasterly a further distance of 198.7 feet, more or less, to a stone bound at land of the Town of Exeter; thence turning and running Northwesterly along land of the Town of Exeter a distance of 342.5 feet, more or less, to point begun at.

Meaning and intending to convey a portion of the land conveyed to Exeter Realty Corporation by Wayne M. Colby by deed dated July 22, 1953 and recorded Rockingham Records Book 1299 Page 44.

Also granting to the grantees, their heirs, assigns and licensees, the right to use in common with the grantor, its assigns and licensees, the nearest access from Portsmouth Avenue across grantor's land to the granted premises, by foot or vehicle, and the grantees by acceptance of this deed hereby grant to the grantor, its assigns and licensees, the right to use in common with the grantees the nearest access, which may be constructed, from Portsmouth Avenue across any paved area developed on the granted premises to the adjoining land of the grantor, by foot or vehicle.

Also granting to the grantees, their heirs, assigns and licensees, the right to park vehicles in the parking area provided in the adjoining premises of the grantor, and the grantees by acceptance of this deed hereby grant to the grantor, its assigns and licensees, the right to park vehicles in any parking area in existence or to be developed on the granted premises.

The granted premises are conveyed subject to restrictions and easements of record.

The grantor gives to the grantees, their heirs and assigns, the right of first refusal to purchase the adjoining premises owned by it on said Portsmouth Avenue, and the grantees by acceptance of this deed hereby give to the grantor, and its assigns, the right of first refusal to purchase the granted premises. A ten day notice by certified mail shall be given to the option holder to purchase at the sales price.

WITNESS its hand and seal this 22^d day of April 1964.

Witness:

Robert Shaw

Exeter Realty Corporation

By Dorothy O. Douglas
President and Treasurer

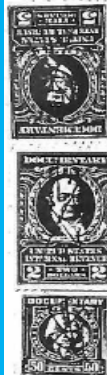
THE STATE OF NEW HAMPSHIRE

Rockingham, ss.

April 22 1964.

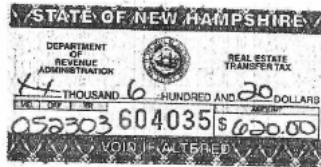
Then personally appeared the above-named Dorothy O. Douglas, President and Treasurer of Exeter Realty Corporation, and acknowledged the foregoing instrument to be its voluntary act and deed. Before me,

Robert Shaw
Justice of the Peace



059189

2003 MAY 23 AM 9:04

ROCKINGHAM COUNTY
REGISTRY OF DEEDS**CONFIRMATORY QUITCLAIM DEED**

KNOW ALL PERSONS BY THESE PRESENTS, That We, **BENJAMIN J. DAGOSTINO** and **JOAN E. DAGOSTINO**, Husband and Wife, of Exeter, County of Rockingham, State of New Hampshire,

FOR CONSIDERATION PAID, grant to **BLUE FIELDS PROPERTY MANAGEMENT, LLC**, a New Hampshire Limited Liability Company duly organized and existing under law and having a principal place of business at 97 Portsmouth Avenue, Exeter, County of Rockingham and State of New Hampshire,

WITH QUITCLAIM COVENANTS, the following described premises:

A certain tract or parcel of land, with the buildings thereon, on the Easterly side of Portsmouth Avenue, in said Exeter, County of Rockingham, State of New Hampshire, and being more particularly bounded and described as follows:

Beginning at a point on the Easterly side of said Portsmouth Avenue at the Northerly corner of other land now or formerly of the Benjamin J. Dagostino and Joan E. Dagostino, now of LinRon, Inc.; thence running Southeasterly along other land of said LinRon, Inc., a distance of 355 feet, more or less, to an iron pipe at land now or formerly of the Town of Exeter, said point being 34 feet Northeasterly of the Northeasterly corner of land now of said LinRon, Inc.; thence turning Northeasterly along land of the Town of Exeter, a distance of 50 feet to an iron pipe at land now or formerly of McLane Manor Association of Unit Owners; thence turning and running along land of said Unit Owners, a distance of 340 feet, more or less, to an iron pipe at the sideline of said Portsmouth Avenue; thence turning and running Southwesterly, a distance of 50 feet along said Portsmouth Avenue to the point of beginning.

The above described premises are subject to easements and servitudes as described in deed of Exeter Realty Corporation to Dagostino dated April 22, 1964, and recorded in Rockingham County Registry of Deeds, at Book 1712, Page 201.

BK4037PG1872

BK4037PG1873

Meaning and intending to convey a portion of the premises conveyed to Benjamin J. Dagostino and Joan E. Dagostino, by Warranty Deed of Exeter Realty Corporation dated April 22, 1964, and recorded in said Registry of Deeds, at Book 1712, Page 201.

This deed confirms an earlier deed dated April 12, 1985, which was lost or inadvertently misplaced and never recorded at the Rockingham County Registry of Deeds.

The above-described premises are not the homestead property of the Grantors.

Executed this 2nd day of May 2003.

Benjamin J. Dagostino
BENJAMIN J. DAGOSTINO

Joan E. Dagostino
JOAN E. DAGOSTINO

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

May 2, 2003

Personally appeared, **BENJAMIN J. DAGOSTINO** and **JOAN E. DAGOSTINO**, known to me, or satisfactorily proven to be the persons whose names are subscribed to the foregoing and acknowledged that they executed the same for the purposes therein contained.

Before me,

Larry W. Howe
Justice of the Peace/Notary Public
Type or Print Name: **LARRY W. HOWE**
My Commission Expires: 11-06



Str 27 10 03 1967

1879 110

LEASE

Agreement made this 30 day of June 1967 between BENJAMIN and JOAN DAGOSTINO, Exeter, New Hampshire, hereinafter called the LESSOR, and BLUE RIBBON CLEANERS, INC., a corporation duly organized by law and having a principal place of business in said Exeter, hereinafter called the LESSEE.

The LESSOR leases to the LESSEE and the LESSEE leases from the LESSOR, a certain parcel of land situate on the Easterly side of Portsmouth Avenue in said Exeter, bounded and described as follows:

Beginning at a point on the Easterly side of said Portsmouth Avenue at the Northerly corner of land standing in the name of Joan E. Dagostino and presently leased to John and Brenda Manix;

thence running Southeasterly along land of said LESSORS a distance of 355 feet, more or less, to an iron pipe at land of Town of Exeter, said point being $3\frac{1}{2}$ feet Northeasterly of the Northeasterly corner of land leased to said Manix;

thence running Northeasterly along land of said Town of Exeter a distance of 50 feet to an iron pipe at other land of the Lessors;

thence turning and running along land of Joan and Benjamin Dagostino a distance of 340 feet, more or less, to an iron pipe at the sideline of said Portsmouth Avenue;

thence turning and running Southwesterly a distance of 50 feet along said Portsmouth Avenue to point begun at.

The above described premises are subject to easements and servitudes as described in deed of Exeter Realty Corporation to Dagostino dated April 22, 1964 and recorded Rockingham Records Book 1712 Page 201, but not including first refusal to purchase adjoining premises.

Rec 27 10 03 1967

- 2 -

1879 111

The LESSEE intends to erect a building on the leased premises and operate a laundry and/or cleaning establishment therein, but in the event of a change in the purpose or use of the premises, the LESSEE covenants that such use will not be in direct competition with any commercial enterprise then in operation on the adjoining premises of the Exeter Realty Corporation or of the LESSOR.

The LESSEE agrees that any building erected on said premises shall set back a distance of 140 feet, more or less, from the present line of Portsmouth Avenue, but in no event closer to said Portsmouth Avenue than the building presently occupied by said Manix, and the LESSOR agrees that a sign advertising the business conducted on the leased premises may be erected and maintained by the LESSEE at or near the sideline of said Portsmouth Avenue.

The LESSOR agrees that no other building or structure shall be erected any closer to said Portsmouth Avenue on adjoining premises of the LESSOR than the LESSEE'S building, nor shall any obstruction be permitted at eye level to stand on the adjoining premises any closer to said Portsmouth Avenue, except AND A SIGN TO ADVERTISE BUSINESS CONDUCTED ON PREMISES the temporary parking of automobiles, and the LESSEE, his invitees and licensees shall have the right to cross and recross in back of any building which may be constructed on adjoining premises of the LESSOR so as to retain access to the rear of the proposed building to be constructed by the LESSEE, and that reasonable effort shall be made to grade, keep clear, clean, accessible and passable the side, front and rear lot areas.

To have and to hold the leased premises for a term of 22 years and 7 months beginning October 1, 1967.

Rec 27 10 03 1967

The LESSEE shall pay as rent for the leased premises the sum of \$1,200 per year for the first five years of said lease at the rate of \$100 per month on the first of each month commencing October 1, 1967; the sum of \$2,400 per year for the second five years of said lease at the rate of \$200 per month commencing October 1, 1972; the sum of \$3,600 per year for the next ten years of said lease at the rate of \$300 per month on the first of each month commencing October 1, 1977, and the sum of \$400 per month for the next twenty months.

At the close of the 22 years and 7 months, the LESSOR hereby covenants to deliver to the LESSEE or his nominee a quitclaim deed or its equivalent to the above described leased premises, free and clear of all encumbrances.

The LESSEE shall pay all taxes, charges, or assessments, charged, levied or assessed against said premises during the term of said lease.

The LESSEE shall have the right to assign, sublet or encumber the leased premises, however in the event of assignment, subletting or encumbrance, the LESSEE and the guarantor shall remain responsible for the payment of rent and for the performance of the LESSEE'S other obligations hereunder.

The LESSOR will pay 1967 real estate taxes on said premises.

This lease is made on the condition that if the LESSEE fails or defaults in the observance, keeping or performance of any of the terms, covenants or conditions of this Lease to be kept or performed by the LESSEE, then the LESSOR, at his option, may terminate and end this Lease, however, it is agreed by the parties hereto that before the LESSOR shall exercise any rights under the terms of this provision, he shall first address notices in writing by certified mail to the LESSEE, guarantor, and assignee of said LESSEE, which notice shall give the LESSEE, guarantor and/or assignee, 15 days in which to remedy any such

breach or default, PROVIDED, HOWEVER, that in the event the LESSOR shall terminate the Lease as provided in this clause, then, any guarantor or mortgagee having an existing mortgage of the leasehold interest of the LESSEE, shall have the right and privilege of taking possession of the premises for the remaining balance of the term of the Lease, subject to and with the benefit of its terms and provisions.

In Witness Whereof, the parties have hereunto set their hands and seals.

Benjamin J. Dagostino
Joan Dagostino
 Blue Ribbon Cleaners, Inc.
 By: *Russell J. Fieldsend, Jr.*
 Treasurer

State of New Hampshire

Rockingham, ss.

Joan 30 1967

Personally appeared Joan E. Dagostino and Benjamin J. Dagostino and Blue Ribbon Cleaners, Inc., by its treasurer, Russell Fieldsend, Jr., and acknowledged the foregoing instrument to be their free act and deed.

Before me,

Robert Phelan
 Justice of the Peace

GUARANTEE

I, Russell Fieldsend, Jr., hereby guarantee the payment of rent under this lease.

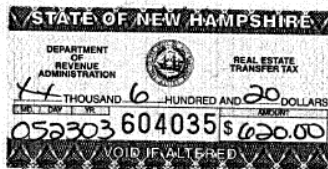
Russell Fieldsend, Jr.

059189

2003 MAY 23 AM 9:04

ROCKINGHAM COUNTY
REGISTRY OF DEEDS

BK4037PG1872

CONFIRMATORY QUITCLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS, That We, **BENJAMIN J. DAGOSTINO** and **JOAN E. DAGOSTINO**, Husband and Wife, of Exeter, County of Rockingham, State of New Hampshire,

FOR CONSIDERATION PAID, grant to **BLUE FIELDS PROPERTY MANAGEMENT, LLC**, a New Hampshire Limited Liability Company duly organized and existing under law and having a principal place of business at 97 Portsmouth Avenue, Exeter, County of Rockingham and State of New Hampshire,

WITH QUITCLAIM COVENANTS, the following described premises:

A certain tract or parcel of land, with the buildings thereon, on the Easterly side of Portsmouth Avenue, in said Exeter, County of Rockingham, State of New Hampshire, and being more particularly bounded and described as follows:

Beginning at a point on the Easterly side of said Portsmouth Avenue at the Northerly corner of other land now or formerly of the Benjamin J. Dagostino and Joan E. Dagostino, now of LinRon, Inc.; thence running Southeasterly along other land of said LinRon, Inc.; a distance of 355 feet, more or less, to an iron pipe at land now or formerly of the Town of Exeter, said point being 3 1/4 feet Northeasterly of the Northeasterly corner of land now of said LinRon, Inc.; thence turning Northeasterly along land of the Town of Exeter, a distance of 50 feet to an iron pipe at land now or formerly of McLane Manor Association of Unit Owners; thence turning and running along land of said Unit Owners, a distance of 340 feet, more or less, to an iron pipe at the sideline of said Portsmouth Avenue; thence turning and running Southwesterly, a distance of 50 feet along said Portsmouth Avenue to the point of beginning.

The above described premises are subject to easements and servitudes as described in deed of Exeter Realty Corporation to Dagostino dated April 22, 1964, and recorded in Rockingham County Registry of Deeds, at Book 1712, Page 201.

BK4037PG1873

Meaning and intending to convey a portion of the premises conveyed to Benjamin J. Dagostino and Joan E. Dagostino, by Warranty Deed of Exeter Realty Corporation dated April 22, 1964, and recorded in said Registry of Deeds, at Book 1712, Page 201.

This deed confirms an earlier deed dated April 12, 1985, which was lost or inadvertently misplaced and never recorded at the Rockingham County Registry of Deeds.

The above-described premises are not the homestead property of the Grantors.

Executed this 2nd day of May 2003.

Benjamin J. Dagostino
BENJAMIN J. DAGOSTINO

Joan E. Dagostino
JOAN E. DAGOSTINO

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

May 2, 2003

Personally appeared, **BENJAMIN J. DAGOSTINO** and **JOAN E. DAGOSTINO**, known to me, or satisfactorily proven to be the persons whose names are subscribed to the foregoing and acknowledged that they executed the same for the purposes therein contained.

Before me,

Larry W. Howe
Justice of the Peace/Notary Public
Type or Print Name: **LARRY W. HOWE**
My Commission Expires: **11-06**



Chain of Title
For
Map 65, Lot 124
Exeter, New Hampshire
(McLane Manor)

1. 1964.04.22 – Warranty Deed – Book 1712, Page 201;
2. 1971.07.01 – Subdivision of Land for D’Agostino – D-2540;
3. 1971.08.27 – Quitclaim Deed – Book 2091, Page 041;
4. 1971.08.27 – Quitclaim Deed – Book 2091, Page 041;
5. 1971.08.27 – Warranty Deed – Book 2091, Page 043;
6. 1972.08.06 – Utility Easement – Book 2176, Page 092;
7. 1985.06.25 – Warranty Deed – Book 2550, Page 2319 ;
8. 1987.12.03 – Warranty Deed – Book 2710, Page 068;
9. 1997.10.13 – Condominium Site Plan – D-25840; and
10. 1999.03.03 – Retaining Wall Easement – Book 371, Page 119.

WARRANTY DEED

1712 201

Exeter Realty Corporation, a corporation duly organized by law and having a usual place of business in Exeter, Rockingham County, State of New Hampshire, for consideration paid, grant to Benjamin J. Dagostino and Joan E. Dagostino, as joint tenants with rights of survivorship, of Exeter, Rockingham County, State of New Hampshire with WARRANTY COVENANTS,

A certain tract or parcel of land in said Exeter on the Easterly side of Portsmouth Avenue, so-called, bounded and described as follows:

Beginning at a stone bound on the Easterly sideline of said Portsmouth Avenue at land of the Town of Exeter, being the Northwestern corner of the granted premises; thence running Southwesterly along said Portsmouth Avenue a distance of 278 feet, more or less, to a sewer or drain at other land of the grantor; thence turning and running Southeasterly a distance of 370 feet, more or less, along other land of the grantor to a point at land of the Town of Exeter; thence turning and running Northeasterly along land of the Town of Exeter a distance of 251.5 feet, more or less, to a stone bound; thence turning and running Northeasterly a further distance of 198.7 feet, more or less, to a stone bound at land of the Town of Exeter; thence turning and running Northwesterly along land of the Town of Exeter a distance of 342.5 feet, more or less, to point begun at.

Meaning and intending to convey a portion of the land conveyed to Exeter Realty Corporation by Wayne M. Colby by deed dated July 22, 1953 and recorded Rockingham Records Book 1299 Page 44.

Also granting to the grantees, their heirs, assigns and licensees, the right to use in common with the grantor, its assigns and licensees, the nearest access from Portsmouth Avenue across grantor's land to the granted premises, by foot or vehicle, and the grantees by acceptance of this deed hereby grant to the grantor, its assigns and licensees, the right to use in common with the grantees the nearest access, which may be constructed, from Portsmouth Avenue across any paved area developed on the granted premises to the adjoining land of the grantor, by foot or vehicle.

Also granting to the grantees, their heirs, assigns and licensees, the right to park vehicles in the parking area provided in the adjoining premises of the grantor, and the grantees by acceptance of this deed hereby grant to the grantor, its assigns and licensees, the right to park vehicles in any parking area in existence or to be developed on the granted premises.

The granted premises are conveyed subject to restrictions and easements of record.

The grantor gives to the grantees, their heirs and assigns, the right of first refusal to purchase the adjoining premises owned by it on said Portsmouth Avenue, and the grantees by acceptance of this deed hereby give to the grantor, and its assigns, the right of first refusal to purchase the granted premises. A ten day notice by certified mail shall be given to the option holder to purchase at the sales price.

WITNESS its hand and seal this 22d day of April 1964.

Witness:

Exeter Realty Corporation

By Dorothy O. Douglas
President and Treasurer

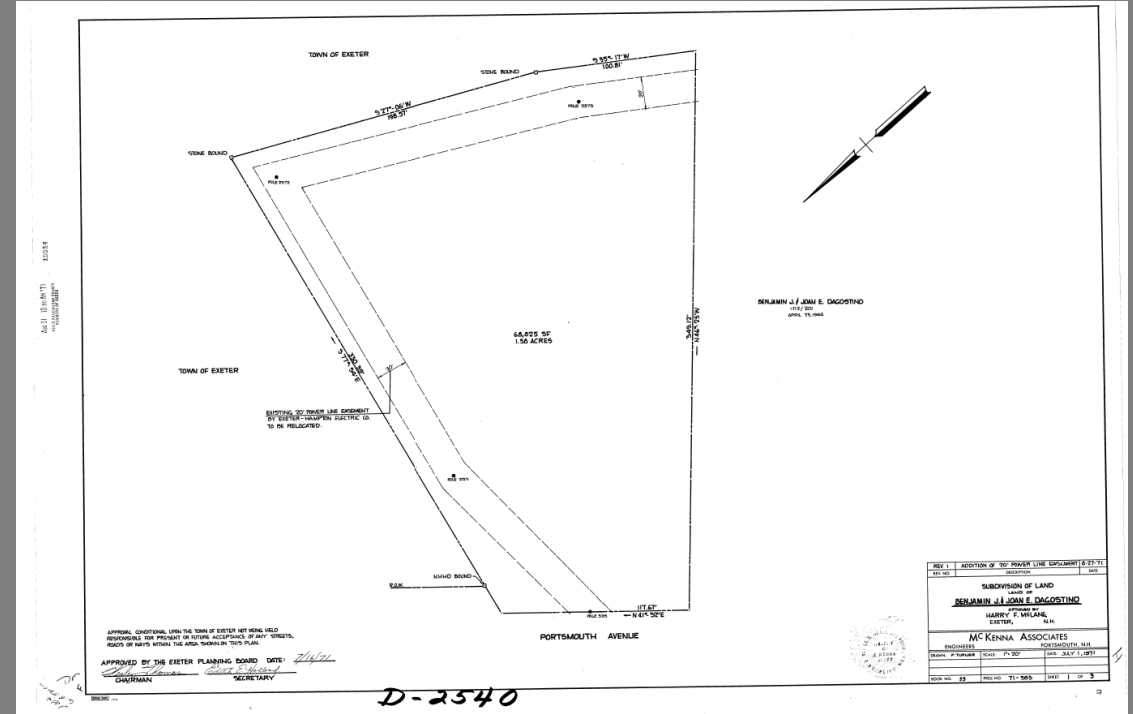
THE STATE OF NEW HAMPSHIRE

April 22 1964.

Rockingham, ss.
Then personally appeared the above-named Dorothy O. Douglas, President and Treasurer of Exeter Realty Corporation, and acknowledged the foregoing instrument to be its voluntary act and deed. Before me,

Robert Shaw

Justice of the Peace



THAT Exeter Realty Corporation, a New Hampshire corporation having a principal place of business in Salem, County of Rockingham, The State of New Hampshire, for consideration paid, grants to Benjamin J. Dagostino and Joan E. Dagostino, husband and wife, of Exeter, County of Rockingham, State of New Hampshire, as joint tenants with rights of survivorship, with quitclaim covenants.

All the right, title and interest which the corporation has in and to a certain parcel of land situate on the Easterly sideline of Portsmouth Avenue in said Exeter, bounded and described as follows: Beginning at a point on the Easterly sideline of said Portsmouth Avenue at the Northeastly corner of land of the grantees heretofore leased by said grantees to Blue Ribbon Cleaners, Inc., said lease being recorded in Rockingham Registry of Deeds, Book 1879, Page 110, and said point being the Northwestly corner of the described premises; thence running North fourteen degrees fifty-two minutes East (N. 14° 52' E.) by said Portsmouth Avenue one hundred seventeen and sixty-seven hundredths (117.67) feet to a point; thence running South seventy-seven degrees fifty-four minutes East (S. 77° 54' E.) through a New Hampshire Highway Department bound and by land of said State of New Hampshire and land of the Town of Exeter three hundred thirty and thirty-nine hundredths (330.39) feet to a stone bound; thence turning and running South twenty-seven degrees six minutes West (S. 27° 06' W.) by land of said Town of Exeter one hundred ninety-eight and fifty-seven hundredths (198.57) feet to a stone bound; thence turning and running South thirty-five degrees seventeen minutes West (S. 35° 17' W.) by land of said Town of Exeter one hundred and eighty-one hundredths (100.81) feet to a point; as aforesaid; thence turning and running North forty-six degrees twenty-five minutes West (N. 46° 25' W.) by said other land of the grantees three hundred forty-nine and twelve hundredths (349.12) feet to the point of beginning.

The described premises are a portion of the premises conveyed to the grantees by deed of Exeter Realty Corporation dated April 22, 1964 recorded in Rockingham Registry of Deeds, Book 1712, Page 201.

This deed is given for the purpose of releasing to the grantees any and all rights to use in common with the grantees any access to Portsmouth Avenue across the described premises by any means and also any right to park vehicles on the described premises, all as more fully reserved by Exeter Realty Corporation in said deed to Benjamin J. and Joan E. Dagostino, to which the grant or may be entitled by virtue of the provisions of a certain mortgage to said Exeter Realty Corporation by First Development Corporation dated May 1st, 1968 recorded in Rockingham Registry of Deeds, Book 1907, Page 155.

Witness hand and seal of Exeter Realty Corporation by its officer duly authorized this 25th day of August 1971.

WITNESS: Dorothy B. Douglas, Exeter Realty Corporation

STATE OF NEW HAMPSHIRE COUNTY OF ROCKINGHAM

On this the 25th day of Aug., 1971, before me, the undersigned officer, personally appeared Dorothy Douglas known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained, in her capacity as officer of the Exeter Realty Corporation.

I, witness whereof I hereunto set my hand and official seal.

DOROTHY B. DOUGLAS, Notary Public
My commission expires November 16, 1977

THAT First Development Corporation, a New Hampshire corporation having a principal place of business in Gorham, County of Coos, The State of New Hampshire, for consideration paid, grants to Benjamin J. Dagostino and Joan E. Dagostino, husband and wife, of Exeter, County of Rockingham, State of New Hampshire, as joint tenants with rights of survivorship, with quitclaim covenants.

All the right, title and interest which the corporation has in and to a certain parcel of land situate on the Easterly sideline of Portsmouth Avenue in said Exeter, bounded and described as follows: Beginning at a point on the Easterly sideline of said Portsmouth Avenue at the Northeastly corner of land of the grantees heretofore leased by said grantees to Blue Ribbon Cleaners, Inc., said lease being recorded in Rockingham Registry of Deeds, Book 1879, Page 110, and said point being the Northwestly corner of the described premises; thence running North fourteen degrees fifty-two minutes East (N. 14° 52' E.) by said Portsmouth Avenue one hundred seventeen and sixty-seven hundredths (117.67) feet to a point; thence running South seventy-seven degrees fifty-four minutes East (S. 77° 54' E.) through a New Hampshire Highway Department bound and by land of said State of New Hampshire and land of the Town of Exeter three hundred thirty and thirty-nine hundredths (330.39) feet to a stone bound; thence turning and running South twenty-seven degrees six minutes West (S. 27° 06' W.) by land of said Town of Exeter one hundred ninety-eight and fifty-seven hundredths (198.57) feet to a stone bound; thence turning and running South thirty-five degrees seventeen minutes West (S. 35° 17' W.) by land of said Town of Exeter one hundred and eighty-one hundredths (100.81) feet to a point; as aforesaid; thence turning and running North forty-six degrees twenty-five minutes West (N. 46° 25' W.) by said other land of the grantees three hundred forty-nine and twelve hundredths (349.12) feet to the point of beginning.

The described premises are a portion of the premises conveyed to the grantees by deed of Exeter Realty Corporation dated April 22, 1964 recorded in Rockingham Registry of Deeds, Book 1712, Page 201.

This deed is given for the purpose of releasing to the grantees any and all rights to use in common with the grantees any access to Portsmouth Avenue across the described premises by any means and also any right to park vehicles on the described premises, all as more fully reserved by Exeter Realty Corporation in said deed to Benjamin J. and Joan E. Dagostino, to which the grant or may be entitled by virtue of the provisions of the deed of said Exeter Realty Corporation to the grantor dated May 1st, 1968 recorded in Rockingham Registry of Deeds, Book 1907, Page 146.

Witness hand and seal of First Development Corporation by its officer duly authorized this 25th day of August 1971.

WITNESS: James J. McLaughlin, First Development Corporation

COMMONWEALTH OF MASSACHUSETTS COUNTY OF ESSEX

On this the 25th day of Aug., 1971, before me, the undersigned officer, personally appeared James J. McLaughlin known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained, in his capacity as officer of the First Development Corporation.

I, witness whereof I hereunto set my hand and official seal.

James J. McLaughlin, Notary Public
My commission expires November 16, 1977

Joan E. Dagostino and Benjamin J. Dagostino of Exeter, Rockingham County, State of New Hampshire, for consideration paid, grant to Harry F. McLane and Marion B. McLane, Washington Street, Exeter, Rockingham County, State of New Hampshire, as joint tenants, with rights of survivorship, with WARRANTY covenants, the following described premises:

A certain tract or parcel of land in said Exeter on the Easterly side of Portsmouth Avenue, so-called, bounded and described as follows: Beginning at a point on the Easterly sideline of said Portsmouth Avenue at land of the Town of Exeter, being the Northwestly corner of the granted premises; thence running South 77° 54' East along land of the Town of Exeter a distance of 330.39 feet to a stone bound at other land of said Town of Exeter; thence turning and running South 27° 6' West along land of the Town of Exeter a distance of 198.57 feet to a stone bound set in the ground; thence continuing South 35° 17' West along land of the Town of Exeter a distance of 100.81 feet to the Southeastly corner of land leased by this grantor to Blue Ribbon Cleaners, Inc.; thence turning and running North 46° 75' West along land leased to Blue Ribbon Cleaners, Inc. a distance of 349.12 feet, more or less, to an iron pipe at the sideline of said Portsmouth Avenue; thence turning and running North 41° 52' East along said Portsmouth Avenue a distance of 117.67 feet, more or less, to point begun at.

Meaning and intending to convey a portion of the land conveyed to these grantors by Exeter Realty Corporation by its deed dated April 22, 1964 and recorded Rockingham Records Book 1712, Page 201, excluding therefrom a parcel of land leased to the Blue Ribbon Cleaners, Inc., having a frontage of 50 feet on Portsmouth Avenue and a parcel of land leased to John and Brenda Manix having a frontage on Portsmouth Avenue of 100 feet.

Said premises are conveyed subject to easements and servitudes of record.

The grantors are husband and wife and release to said Grantee all rights of homestead and other interest therein.

WITNESS our hands and seals this 26th day of August 1971.

Witness: Robert J. Han, Joan E. Dagostino

State of New Hampshire Rockingham, ss. August 26, 1971

Joan E. Dagostino and Benjamin J. Dagostino personally appeared and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me, Robert J. Han, Justice of the Peace

STATE OF NEW HAMPSHIRE TAX ON TRANSFER OF REAL PROPERTY COMMISSION 85.00

BK2176 PG092

Book 2176 Page 0092

NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY
-EASEMENT-

NH 579

I, the Harry F. McLane and Marion B. McLane of Exeter, New Hampshire (being unmarried) for consideration paid, grant to New England Telephone and Telegraph Company, a corporation duly organized under the laws of the State of New Hampshire, and its assigns forever with warranty covenants, the right to construct, reconstruct, operate, maintain, replace and remove lines for the transmission of intelligence, including the necessary underground cables, pipes, conduits, manholes, and appurtenances across, over and under the following described premises in the town/city of Exeter, County of Rockingham, State of New Hampshire, to wit:

A certain parcel of land on the east side of Portsmouth Avenue and being the same parcel referred to in Volume 2091, Page 43 and Plan #D-2540 at the Rockingham County Registry of Deeds.

the above granted rights being more particularly described as the exclusive right to lay, construct, reconstruct, operate, maintain, replace and remove underground cables and/or pipes, conduits, manholes, and such surface testing terminals, repeaters and markers and such other appurtenances with the wires and/or cables therein, as the grantee may from time to time desire, within a strip of land 15 feet in width upon, over and under said described premises, with the right to cut down and keep trimmed and/or spray or treat with a chemical preparation of the grantee's selection all trees, bushes, underbrush and growth including the foliage thereon, as the grantee may deem necessary within said strip and with the right to permit the laying or carrying in conduits of the telephone and telegraph wires and cables of any other company; the location of said strip to be determined by and to become permanent upon the laying of cable or the construction of conduits aforesaid, with permission to dig up said strip and to enter thereupon and upon said premises for access thereto for all the above purposes.

The grantor for their heirs, executors, administrators and assigns, agrees that they will not erect or permit any building or any other structure upon said strip which in the judgment of the grantee, its successors and assigns, might interfere with the proper maintenance of said cables or conduits or their service in connection therewith, and further, that no inflammable structure will be erected or permitted on said property within ~~*****~~feet of said conduits or cables. This easement is granted for the purpose of permitting communication service to the buildings on the premises of the grantors only. ~~release to said grantee all rights of dower, curtesy, homestead, and other interests therein~~ wife/husband of said grantor; hereby

Witness my hand and common seal this 6th day of October, 1972.
Witness Edward A. Sage Harry F. McLane
Witness to both Marion B. McLane
The State of New Hampshire
County of Rockingham SS. October 6th, 72
Harry F. McLane and Marion B. McLane

Personally appeared and acknowledged the foregoing instrument to be their voluntary act and deed. Before me.

Edward A. Sage
Justice of the Peace

WARRANTY DEED

M2710 PG068

KNOW ALL MEN BY THESE PRESENTS, That I, Myrna McLane, single, general partner of MACSI Associates, of Portsmouth Avenue, Exeter, Rockingham County, State of New Hampshire, FOR CONSIDERATION PAID, GRANTS TO, Michael Siegal, d/b/a MACSI Associates, of Portsmouth Avenue, Exeter, Rockingham County, State of New Hampshire, WITH WARRANTY COVENANTS, the following described premises:

A certain parcel of land with the buildings thereon situate on the Easterly sideline of Portsmouth Avenue, in Exeter, County of Rockingham, State of New Hampshire, bounded and described as follows:

Beginning at a point on the Easterly sideline of said Portsmouth Avenue at the Northeasterly corner of land of Benjamin J. Dagostino and Joan E. Dagostino heretofore leased by said Dagostinos to Blue Ribbon Cleaners, Inc., said lease being recorded in Rockingham Registry of Deeds, Book 1879, Page 110, and said point being the Westerly corner of the described premises; thence running North fourteen degrees fifty-two minutes East (N. 14° 52' E.) by said Portsmouth Avenue one hundred seventeen and sixty-seven hundredths (117.67) feet to a point; thence turning and running South seventy-seven degrees fifty-four minutes East (S. 77° 54' E.) through a New Hampshire Highway Department bound and by land of said State of New Hampshire and land of the Town of Exeter three hundred thirty and thirty-nine hundredths (330.39) feet to a stone bound; thence turning and running South twenty-seven degrees six minutes West (S. 27° 06' W.) by land of said Town of Exeter one hundred ninety-eight and fifty-seven hundredths (198.57) feet to a stone bound; thence turning and running South thirty-five degrees seventeen minutes West (S. 35° 17' W.) by land of said Town of Exeter one hundred and eighty-one hundredths (100.81) feet to a point at said other land of Dagostinos heretofore leased to Blue Ribbon Cleaners, Inc. as aforesaid; thence turning and running North forty-six degrees twenty-five minutes West (N. 46° 25' W.) by said other land of said Dagostinos three hundred forty-nine and twelve hundredths (349.12) feet to the point of beginning.

Subject to easements and servitudes of record.

The described premises are subject to an easement of Marion B. McLane and Harry F. McLane to New England Telephone and Telegraph Company dated October 6, 1972 and recorded in said Registry of Deeds at Book 2176, Page 92.

Being my, the said Myrna McLane, general partner of MACSI Associates, interest in the premises conveyed to MACSI Associates by deed of Marion B. McLane dated June 24, 1985 and recorded in the Rockingham County Registry of Deeds.

EXECUTED this 16 day of October, 1987.

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAMDATED: October 16, 1987

On this day personally appeared Myrna McLane known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing and acknowledged that she executed the same for the purposes therein contained.

Before me,

S. F. Kiermaus
JUSTICE OF THE PEACE/NOTARY PUBLIC



M2550 PG219

KNOW ALL MEN BY THESE PRESENTS, That I, Marion B. McLane of 47 Columbus Avenue, Exeter, County of Rockingham and State of New Hampshire unmarried

for consideration paid, grant to MACSI Associates, a New Hampshire general partnership with its principal place of business at McLane Manor, Portsmouth Avenue, Exeter, County of Rockingham and State of New Hampshire with warranty covenants

A certain parcel of land with the buildings thereon situate on the Easterly sideline of Portsmouth Avenue, in Exeter, County of Rockingham, The State of New Hampshire, bounded and described as follows:

Beginning at a point on the Easterly sideline of said Portsmouth Avenue at the Northeasterly corner of land of Benjamin J. Dagostino and Joan E. Dagostino heretofore leased by said Dagostinos to Blue Ribbon Cleaners, Inc., said lease being recorded in Rockingham Registry of Deeds, Book 1879, Page 110, and said point being the Westerly corner of the described premises; thence running North fourteen degrees fifty-two minutes East (N. 14° 52' E.) by said Portsmouth Avenue one hundred seventeen and sixty-seven hundredths (117.67) feet to a point; thence turning and running South seventy-seven degrees fifty-four minutes East (S. 77° 54' E.) through a New Hampshire Highway Department bound and by land of said State of New Hampshire and land of the Town of Exeter three hundred thirty and thirty-nine hundredths (330.39) feet to a stone bound; thence turning and running South twenty-seven degrees six minutes West (S. 27° 06' W.) by land of said Town of Exeter one hundred ninety-eight and fifty-seven hundredths (198.57) feet to a stone bound; thence turning and running South thirty-five degrees seventeen minutes West (S. 35° 17' W.) by land of said Town of Exeter one hundred and eighty-one hundredths (100.81) feet to a point at said other land of Dagostinos heretofore leased to Blue Ribbon Cleaners, Inc. as aforesaid; thence turning and running North forty-six degrees twenty-five minutes West (N. 46° 25' W.) by said other land of said Dagostinos three hundred forty-nine and twelve hundredths (349.12) feet to the point of beginning.

Subject to easements and servitudes of record.

The described premises are the same premises conveyed to Harry F. McLane and Marion B. McLane by deed of Benjamin J. Dagostino and Joan E. Dagostino dated August 26th, 1971 recorded in Rockingham Registry of Deeds at Book 2091, Page 43. Harry F. McLane having deceased

The described premises are subject to an easement of said McLanes to New England Telephone and Telegraph Company dated October 6th, 1972 and recorded in said Registry of Deeds at Book 2176, Page 92.

Signed this 24th day of June, 1985

Marion B. McLane I.S.
Marion B. McLane

Marion B. McLane I.S.
Marion B. McLane

State of New Hampshire

Rockingham SS.

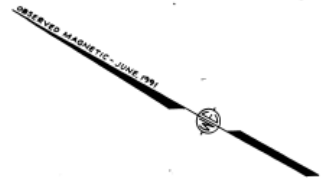
Personally appeared Marion B. McLane

known to me, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument and acknowledged that she executed the same for the purposes therein contained.

Before me, Edward A. Sage
Justice of the Peace

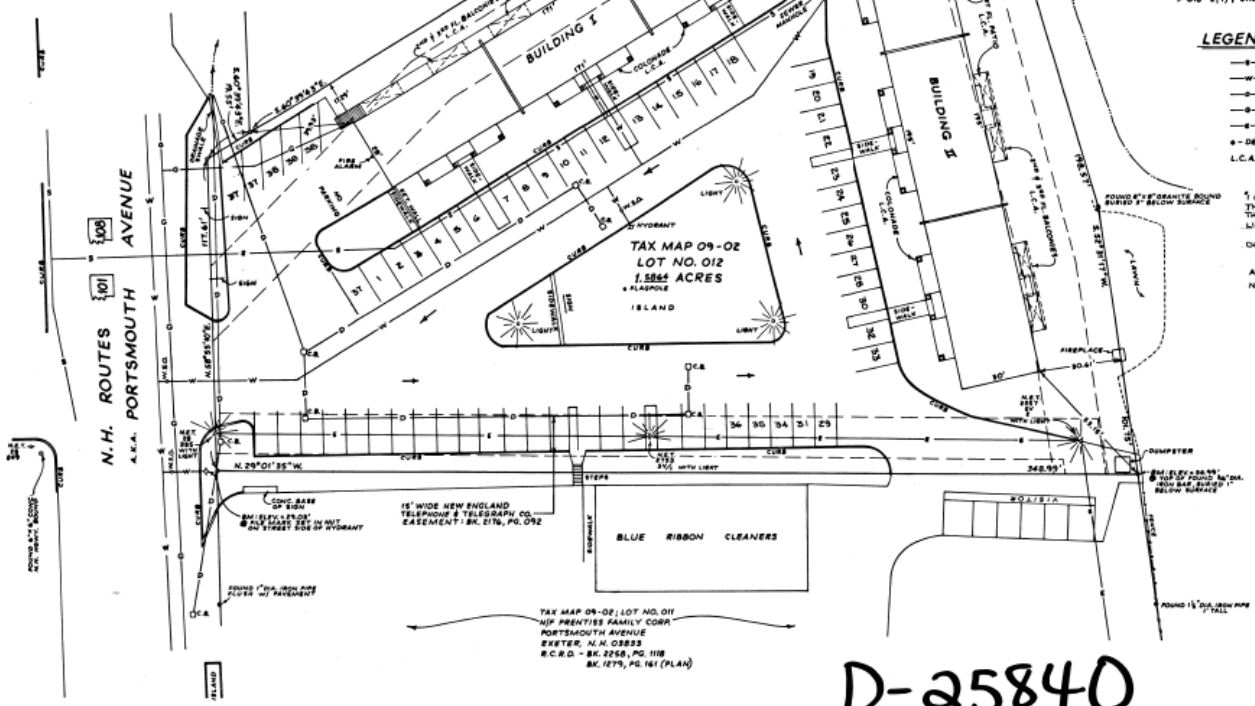


VICINITY PLAN
SCALE: 1" = 2000'



20' WIDE EXETER-HAMPTON
ELECTRIC CO. POWER LINE
EASEMENT: BK. 125, PG. 126
NO RELEASE FOUND; POSSIBLY
RELOCATED

TAX MAP 09-02; LOT NO. 18
N/E EXETER WATER WORKS
NO FRONT ST. EXETER, N.H. 03833
R.C.R.D. - BK. 502, PG. 241
BK. 554, PG. 274
PLAN 00151
PLAN 00425



NOTES:

1. LAND IS DESCRIBED BY DEED OF WALDMAN REALTY TRUST, 1/4 MICHAEL A. REGAL, 105 PORTSMOUTH AVENUE, EXETER, N.H. 03833 AND IS RECORDED AT THE ROCKINGHAM COUNTY REGISTRY OF DEEDS (R.C.R.D.), EXETER, N.H. IN BOOK 2847, PAGE 1872 ON FEB. 25, 1991.
2. I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR THOSE UNDER MY DIRECT SUPERVISION AND IS THE RESULT OF AN ACTUAL FIELD SURVEY CONDUCTED IN JUNE, 1991 USING AN EDM. AND 200' STEEL TAPE AND HAS A TRAVERSE ERROR OF SLOUBRE: 0.0115: 50.432' ON ALL PROPERTY LINES BORDERING ON THE SUBJECT PROPERTY.
3. INDIVIDUALS INVOLVED WITH SURVEY: ROSCOE BLAISDELL - L.L.E., DENNIS POLLOCK - S.L.T., MARK PRESTON, DONALD A. WILSON - L.L.E. AND RICHARD S. LADD - L.L.E.
4. I HEREBY CERTIFY THAT THE IMPROVEMENTS DEPICTED HEREON FULLY AND ACCURATELY REPRESENTS THE AS-BUILT LOCATIONS AND DIMENSIONS OBTAINED FROM ACTUAL FIELD SURVEYS, THAT THIS PLAN COMPLIES WITH THE PROVISIONS OF R.S.A. 356-B:10, AND THAT ALL IMPROVEMENTS DEPICTED HEREON AS COMPLETED HAVE BEEN SUBSTANTIALLY COMPLETED.
5. ALL LAND AND IMPROVEMENTS OUTSIDE OF BUILDING 1 AND ITS APPURTENANCES AND BUILDING 2 AND ITS APPURTENANCES ARE COMMON AREA.

PLAN REFERENCES:

1. R.C.R.D. PLAN NO. 00151: "PLAN OF LANDS PROPOSED TO BE PURCHASED BY EXETER WATER WORKS," AUG. 24, 1976.
2. R.C.R.D. PLAN NO. 00425: "PLAN REMOVED FROM BOOK 561, PAGE 181; RECORDED WITH DEED FROM MARY GRANEY TO EXETER WATER WORKS; LAND LOCATED IN EXETER, N.H.; RECORDED JULY 19, 1977.
3. R.C.R.D. BK. 1279, PG. 161: "LAND - EXETER, N.H. - WAYNE M. COLBY TO EXETER REALTY CORP.," PREPARED BY JOHN W. DUNN - P.E. NO. 248, APRIL, 1973.
4. R.C.R.D. PLAN NO. 02401: "SUBDIVISION OF LAND - LAND OF BENJAMIN J. & JOAN E. D'AGOSTINO OPTIONED BY HARRY K. MELANE - EXETER, N.H.," PREPARED BY McKENNA ASSOC., JULY 1, 1971.
5. R.O.W. PLANS - ROUTE 108/PORTSMOUTH AVE. - SHEET 17 - N.H. DEPT. OF TRANSPORTATION PROJECT NO. P 018-2(1); CIRCA 1954.

LEGEND:

- DENOTES SEWER LINE.
- W— DENOTES WATER LINE WITH WATER SHUT OFF VALVE.
- D— DENOTES DRAIN LINE WITH CATCH BASIN.
- G— DENOTES GAS LINE.
- E— DENOTES UTILITY POLE WITH OVERHEAD ELECTRIC WIRES.
- DENOTES 1/4" DIA. IRON PIN WITH YELLOW PLASTIC I.D. CAP SET.
- L.C.A. - DENOTES LIMITED COMMON AREA.

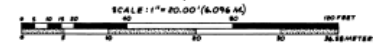
PURSUANT TO RSA 674:15 (I) AND RSA 674:14
I CERTIFY THAT THIS SURVEY PLAN IS NOT A SUBDIVISION PURSUANT TO THIS TITLE AND THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW WAYS ARE SHOWN.

DATED: OCTOBER 13, 1991
A COPY OF THIS PLAN HAS BEEN FILED WITH THE TOWN OF EXETER, N.H. PLANNING BOARD. DATE: OCTOBER 13, 1991

SHEET 1 OF 4 OF
A SURVEY AND PLAN OF A
CONDOMINIUM SITE PLAN
OF
McLANE MANOR
SITUATED IN THE TOWN OF
EXETER, N.H.
PREPARED FOR
McLANE MANOR CONDOMINIUM ASSOC.



PREPARED BY:
R.S.L. LAYOUT & DESIGN, INC.
32 MARKHAM HILL ROAD, RAYMOND, N.H. 03077
OCTOBER 13, 1991 855-3586 JOB NO. 3103-1
FB 294,286 DISK 145-JOB G



D-25840

RETAINING WALL EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT, McLane Manor Condominium of 105 Portsmouth Ave, Exeter 03833, County of Rockingham, State of New Hampshire, for and in consideration of the sum of (\$1.00) dollar and other valuable consideration, to us in hand this day paid by the State of New Hampshire, whose address is PO Box 483, 1 Hazen Drive, Concord, New Hampshire 03302-0483, the receipt of which we do hereby acknowledge, have granted, bargained, and sold, and by these presents do give, grant, bargain, sell, alien, convey and confirm unto the State of New Hampshire, it and its successors and assigns forever:

The right to construct, reconstruct and maintain a retaining wall beyond the limits of the present highway passing through and by our land located near Portsmouth Avenue in the Town of Exeter, all shown on a Plan of Exeter, STP-X-5153(005), 10025-B, in the records of the New Hampshire Department of Transportation and to be recorded in the Rockingham County Registry of Deeds.

And also granting the temporary right and easement to construct temporary slopes, all as shown on the above referenced plan. Said temporary slope easement to expire on October 1, 2002.

Granting the temporary right and easement to install granite curbing and a grass island as shown on the above referenced plan for the purpose of a retaining wall in the State's right of way. Ground so disturbed to be regraded as near as possible to its original condition. Said construction easement shall expire October 1, 2002.

Being an interest in that property recorded October 15, 1991 at the Rockingham County Registry of Deeds in Book 2894, Page 2268.

Executed this 16th day of February, 1999

MCLANE MANOR CONDOMINIUM

By: James R. Gammon
Title: President

STATE OF NEW HAMPSHIRE Rockingham SS February 16 A.D. 1999

Personally appeared the above named James R. Gammon acknowledged the foregoing instrument to be his voluntary act and deed. Before me.

Elizabeth A. Pickering
Notary Public/Justice of the Peace
My commission expires: _____

Mar 3 1 06 PM '99

0015534

ROCKINGHAM COUNTY
REGISTRY OF DEEDS

Chain of Title
For
Map 65, Lot 126
Exeter, New Hampshire
(BankProv)

1. 1964.04.22 – Warranty Deed – Book 1712, Page 201;
2. 1964.11.04 – Quitclaim Deed – Book 1743, Page 174;
3. 1967.09.27 – Lease – Book 1879, Page 110;
4. 1971.08.27 – Quitclaim Deed – Book 2091, Page 042;
5. 1992.06.17 – Quitclaim Deed – Book 2930, Page 005;
6. 1993.03.12 - Easement Deed – Book 2970, Page 1211;
7. 1997.01.19 – Warranty Deed – Book 3220, Page 1728;
8. 2009.08.31 – Warranty Deed – Book 5047, Page 539; and
9. 2010.11.23 – Sewer Easement Plan – D-36632.

WARRANTY DEED

1712 201

Exeter Realty Corporation, a corporation duly organized by law and having a usual place of business in Exeter, Rockingham County, State of New Hampshire, for consideration paid, grant to Benjamin J. Dagostino and Joan E. Dagostino, as joint tenants with rights of survivorship, of Exeter, Rockingham County, State of New Hampshire with WARRANTY COVENANTS,

A certain tract or parcel of land in said Exeter on the Easterly side of Portsmouth Avenue, so-called, bounded and described as follows:

Beginning at a stone bound on the Easterly sideline of said Portsmouth Avenue at land of the Town of Exeter, being the Northwesterly corner of the granted premises; thence running Southwesterly along said Portsmouth Avenue a distance of 278 feet, more or less, to a sewer or drain at other land of the grantor; thence turning and running Southeasterly a distance of 370 feet; more or less, along other land of the grantor to a point at land of the Town of Exeter; thence turning and running Northwesterly along land of the Town of Exeter a distance of 251.5 feet, more or less, to a stone bound; thence turning and running Northwesterly a further distance of 198.7 feet, more or less, to a stone bound at land of the Town of Exeter; thence turning and running Northwesterly along land of the Town of Exeter a distance of 342.5 feet, more or less, to point begun at.

Meaning and intending to convey a portion of the land conveyed to Exeter Realty Corporation by Wayne M. Colby by deed dated July 22, 1953 and recorded Rockingham Records Book 1299 Page 44.

Also granting to the grantees, their heirs, assigns and licensees, the right to use in common with the grantor, its assigns and licensees, the nearest access from Portsmouth Avenue across grantor's land to the granted premises, by foot or vehicle, and the grantees by acceptance of this deed hereby grant to the grantor, its assigns and licensees, the right to use in common with the grantees the nearest access, which may be constructed, from Portsmouth Avenue across any paved area developed on the granted premises to the adjoining land of the grantor, by foot or vehicle.

Also granting to the grantees, their heirs, assigns and licensees, the right to park vehicles in the parking area provided in the adjoining premises of the grantor, and the grantees by acceptance of this deed hereby grant to the grantor, its assigns and licensees, the right to park vehicles in any parking area in existence or to be developed on the granted premises.

The granted premises are conveyed subject to restrictions and easements of record.

The grantor gives to the grantees, their heirs and assigns, the right of first refusal to purchase the adjoining premises owned by it on said Portsmouth Avenue, and the grantees by acceptance of this deed hereby give to the grantor, and its assigns, the right of first refusal to purchase the granted premises. A ten day notice by certified mail shall be given to the option holder to purchase at the sales price.

WITNESS its hand and seal this 22^d day of April 1964.

Witness:

Exeter Realty Corporation

By Dorothy O. Douglas
President and Treasurer

THE STATE OF NEW HAMPSHIRE

April 22, 1964.

Rockingham, ss.

Then personally appeared the above-named Dorothy O. Douglas, President and Treasurer of Exeter Realty Corporation, and acknowledged the foregoing instrument to be its voluntary act and deed. Before me,

Robert Shaw
Justice of the Peace

Book 1361 Page 0467

KNOW ALL MEN BY THESE PRESENTS,

1361 467

THAT, EXETER REALTY CORPORATION, a corporation duly established under the laws of the State of New Hampshire, and having its principal place of business at Exeter, County of Rockingham, State of New Hampshire, for and in consideration of the sum of one dollar and other valuable consideration to it in hand before the delivery hereof well and truly paid by The State of New Hampshire, the receipt whereof it does hereby acknowledge, has remised, released and forever GUENTAINED, and by these presents does remise, release and forever GUENTAIN unto The State of New Hampshire it and its successors and assigns forever:

A small parcel of land situated Southerly of Portsmouth Avenue in the Town of Exeter, County of Rockingham, State of New Hampshire, described as follows:

All the land belonging to the Grantor that comes within a distance of thirty-three (33) feet measured Southerly from the center line as shown on a plan of Exeter-Stratham E-018-2(1) P-2425 Project on file in the records of the New Hampshire Department of Public Works and Highways, and to be recorded in the Rockingham County Registry of Deeds; between land now or formerly of Victoria E. Manscott on the West near Station 40 + 75, and land now or formerly of the Town of Exeter on the East near Station 49 + 00.

Containing five thousand (5,000) square feet more or less.

Conveying hereby the right to construct and maintain slopes beyond the limits of the above described parcel, as indicated on said plan, and the right to construct and maintain drainage also as indicated on said plan.

The undersigned, Exeter Banking Company, hereby releases and discharges a certain mortgage of Exeter Realty Corporation to Exeter Banking Company recorded in the Rockingham County Registry of Deeds, Vol. 1361, Page 467, as far as said mortgage pertains to the above-described premises, and no further.

The undersigned, Merchants Savings Bank, hereby releases and discharges a certain mortgage of Exeter Realty Corporation to Merchants Savings Bank recorded in the Rockingham County Registry of Deeds, Vol. 1361, Page 467, as far as said mortgage pertains to the above-described premises, and no further.

EXETER BANKING COMPANY,

By: Dorothy O. DouglasTitle: President

June 23, 1955

(Date/)

MERCHANTS SAVINGS BANK,

By: R. H. W. BannTitle: Assistant Treasurer

June 22, 1955

(Date/)

TO HAVE AND TO HOLD the granted premises with all the privileges thereto belonging to The State of New Hampshire it and its successors and assigns forever. And the Grantor does hereby covenant with The State of New Hampshire that it will warrant and defend the said premises to The State of New Hampshire it and its successors and assigns forever against the lawful claims and demands of any person or persons claiming by, from or under it.

IN WITNESS WHEREOF, Exeter Realty Corporation, has caused these presents to be executed in its behalf, and its corporate seal affixed thereto, by Dorothy O. Douglas, its President and Treasurer, thereto duly authorized this 22nd day of June in the Year of our Lord One Thousand Nine Hundred and Fifty-Five.

Signed, sealed and delivered
in the presence of:

EXETER REALTY CORPORATION
By: Dorothy O. Douglas
Title: President and Treasurer
STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

On this the 22nd day of June, 1955, before me, Everett P. Holland, the undersigned officer, personally appeared Dorothy O. Douglas, who acknowledged herself to be the President and Treasurer of Exeter Realty Corporation, a corporation, and that she as such President and Treasurer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President and Treasurer.

In witness whereof I hereunto set my hand and official seal this 22nd day of June, 1955.
Everett P. Holland
Notary Public.

Received and recorded July 20, 9:50 A.M., 1955

QUITCLAIM DEED

1743 174-A

Exeter Realty Corporation
 of Exeter, Rockingham County, State of
 New Hampshire, for consideration paid, grants to Benjamin J. Dagostino
 and Joan E. Dagostino, both of
 said Exeter, said Rockingham County, State of
 New Hampshire, with quitclaim covenants.

The right of first refusal as more particularly described in a deed of Exeter Realty Corporation recorded in Volume 1712, Page 201 of the Rockingham County Registry of Deeds. Reserving to the grantor, however, all other rights and interest under said deed and any other agreements between the parties.

1743 174

QUITCLAIM DEED

Benjamin J. Dagostino

of Exeter, Rockingham County, State of
 New Hampshire, for consideration paid, grant to Joan E. Dagostino

of Exeter, Rockingham County, State of
 New Hampshire, with QUITCLAIM covenants, the

(Description of land or interest being conveyed; incumbrances; exceptions, reservations, if any)

A certain parcel of land situate on the Easterly side of Portsmouth Avenue, in Exeter, Rockingham County, State of New Hampshire, bounded and described as follows:

Beginning at a point on the Easterly side of said Portsmouth Avenue at the Northerly corner of land of Exeter Realty Corporation;
 thence running Southeasterly along said Exeter Realty Corporation land a distance of 368 feet, more or less, to a fence post at land of Town of Exeter;
 thence running Northeasterly along land of said Town of Exeter a distance of 100 feet to an iron pipe at land of Joan and Benjamin Dagostino;
 thence turning and running Northwesterly along land of said Joan and Benjamin Dagostino a distance of 355 feet, more or less, to an iron pipe at the side line of said Portsmouth Avenue;
 thence turning and running Southwesterly a distance of 100 feet along said Portsmouth Avenue to point begun at.

Meaning and intending to convey a portion of the premises described in deed of Exeter Realty Corporation to this grantor and grantee, as joint tenants, by deed dated April 22, 1964 and recorded Rockingham Records Book 1712 Page 201.

The premises conveyed are subject to easements and servitudes as contained in said Exeter Realty Corporation deed.

The grantor and grantee are husband & wife and said Grantor, release to said Grantee all rights of

dower, curtesy and homestead and other interests therein.

Witness my hand and seal this 17th day of November, 1964

Witness:

Robert J. Dagostino

Benjamin J. Dagostino

THE STATE OF NEW HAMPSHIRE

Rockingham, ss. November 4, 1964

Then personally appeared the above named Benjamin J. Dagostino

and acknowledged the foregoing instrument to be his voluntary act and deed.

Robert J. Dagostino
 Justice of the Peace,
 County of Rockingham

My N. P. commission expires NOV 1 91964 11:00 AM 19

REC'D & RECORDED

Str 27 10 03 1967

1879 110

LEASE

Agreement made this 30 day of June 1967 between BENJAMIN and JOAN DAGOSTINO, Exeter, New Hampshire, hereinafter called the LESSOR, and BLUE RIBBON CLEANERS, INC., a corporation duly organized by law and having a principal place of business in said Exeter, hereinafter called the LESSEE.

The LESSOR leases to the LESSEE and the LESSEE leases from the LESSOR, a certain parcel of land situate on the Easterly side of Portsmouth Avenue in said Exeter, bounded and described as follows:

Beginning at a point on the Easterly side of said Portsmouth Avenue at the Northerly corner of land standing in the name of Joan E. Dagostino and presently leased to John and Brenda Manix;

thence running Southeasterly along land of said LESSORS a distance of 355 feet, more or less, to an iron pipe at land of Town of Exeter, said point being $3\frac{1}{2}$ feet Northeasterly of the Northeasterly corner of land leased to said Manix;

thence running Northeasterly along land of said Town of Exeter a distance of 50 feet to an iron pipe at other land of the Lessors;

thence turning and running along land of Joan and Benjamin Dagostino a distance of 340 feet, more or less, to an iron pipe at the sideline of said Portsmouth Avenue;

thence turning and running Southwesterly a distance of 50 feet along said Portsmouth Avenue to point begun at.

The above described premises are subject to easements and servitudes as described in deed of Exeter Realty Corporation to Dagostino dated April 22, 1964 and recorded Rockingham Records Book 1712 Page 201, but not including first refusal to purchase adjoining premises.

Rec 27 10 03 1967

- 2 -

1879 111

The LESSEE intends to erect a building on the leased premises and operate a laundry and/or cleaning establishment therein, but in the event of a change in the purpose or use of the premises, the LESSEE covenants that such use will not be in direct competition with any commercial enterprise then in operation on the adjoining premises of the Exeter Realty Corporation or of the LESSOR.

The LESSEE agrees that any building erected on said premises shall set back a distance of 140 feet, more or less, from the present line of Portsmouth Avenue, but in no event closer to said Portsmouth Avenue than the building presently occupied by said Manix, and the LESSOR agrees that a sign advertising the business conducted on the leased premises may be erected and maintained by the LESSEE at or near the sideline of said Portsmouth Avenue.

The LESSOR agrees that no other building or structure shall be erected any closer to said Portsmouth Avenue on adjoining premises of the LESSOR than the LESSEE'S building, nor shall any obstruction be permitted at eye level to stand on the adjoining premises any closer to said Portsmouth Avenue, except AND A SIGN TO ADVERTISE BUSINESS CONDUCTED ON PREMISES the temporary parking of automobiles, and the LESSEE, his invitees and licensees shall have the right to cross and recross in back of any building which may be constructed on adjoining premises of the LESSOR so as to retain access to the rear of the proposed building to be constructed by the LESSEE, and that reasonable effort shall be made to grade, keep clear, clean, accessible and passable the side, front and rear lot areas.

To have and to hold the leased premises for a term of 22 years and 7 months beginning October 1, 1967.

Rec 27 10 03 1967

The LESSEE shall pay as rent for the leased premises the sum of \$1,200 per year for the first five years of said lease at the rate of \$100 per month on the first of each month commencing October 1, 1967; the sum of \$2,400 per year for the second five years of said lease at the rate of \$200 per month commencing October 1, 1972; the sum of \$3,600 per year for the next ten years of said lease at the rate of \$300 per month on the first of each month commencing October 1, 1977, and the sum of \$400 per month for the next twenty months.

At the close of the 22 years and 7 months, the LESSOR hereby covenants to deliver to the LESSEE or his nominee a quitclaim deed or its equivalent to the above described leased premises, free and clear of all encumbrances.

The LESSEE shall pay all taxes, charges, or assessments, charged, levied or assessed against said premises during the term of said lease.

The LESSEE shall have the right to assign, sublet or encumber the leased premises, however in the event of assignment, subletting or encumbrance, the LESSEE and the guarantor shall remain responsible for the payment of rent and for the performance of the LESSEE'S other obligations hereunder.

The LESSOR will pay 1967 real estate taxes on said premises.

This lease is made on the condition that if the LESSEE fails or defaults in the observance, keeping or performance of any of the terms, covenants or conditions of this Lease to be kept or performed by the LESSEE, then the LESSOR, at his option, may terminate and end this Lease, however, it is agreed by the parties hereto that before the LESSOR shall exercise any rights under the terms of this provision, he shall first address notices in writing by certified mail to the LESSEE, guarantor, and assignee of said LESSEE, which notice shall give the LESSEE, guarantor and/or assignee, 15 days in which to remedy any such

breach or default, PROVIDED, HOWEVER, that in the event the LESSOR shall terminate the Lease as provided in this clause, then, any guarantor or mortgagee having an existing mortgage of the leasehold interest of the LESSEE, shall have the right and privilege of taking possession of the premises for the remaining balance of the term of the Lease, subject to and with the benefit of its terms and provisions.

In Witness Whereof, the parties have hereunto set their hands and seals.

Benjamin J. Dagostino
Joan Dagostino
 Blue Ribbon Cleaners, Inc.
 By: *Russell J. Fieldsend, Jr.*
 Treasurer

State of New Hampshire

Rockingham, ss.

Joan 30 1967

Personally appeared Joan E. Dagostino and Benjamin J. Dagostino and Blue Ribbon Cleaners, Inc., by its treasurer, Russell Fieldsend, Jr., and acknowledged the foregoing instrument to be their free act and deed.

Before me,

Robert Phelan
 Justice of the Peace

GUARANTEE

I, Russell Fieldsend, Jr., hereby guarantee the payment of rent under this lease.

Russell Fieldsend, Jr.

All the right, title and interest which the corporation has in and to a certain parcel of land situate on the Easterly sideline of Portsmouth Avenue in said Exeter, bounded and described as follows:

Beginning at a point on the Easterly sideline of said Portsmouth Avenue
to the Northeasterly corner of land of the grantees heretofore leased by said
grantees to Blue Ribbon Cleaners, Inc. as lease being recorded in Rock-
ingham Registry of Deeds, Book 1879, Page 110, and said point being the
Northeasterly corner of the described premises thence running North fourteen
degrees fifty-two minutes East (N. 14° 52' E.) by said Portsmouth Avenue one
hundred seventeen and sixty-seven hundredths (117.67) feet to point; thence
turning and running South seventy-seven degrees fifty-five minutes East (S.
77° 54' E.) through a New Hampshire Highway Department bound and by land of
said State of New Hampshire and land of the Town of Exeter three hundred
thirty and thirty-nine hundredths (330.39) feet to a stone bound; thence turn-
ing and running South twenty-seven degrees six minutes West (S. 27° 06' W.)
by land of said Town of Exeter one hundred ninety-eight and fifty-seven hun-
dredths (198.57) feet to a stone bound; thence turning and running South
thirty-five degrees seventeen minutes West (S. 35° 17' W.) by land of said
Town of Exeter one hundred and eighty-one hundredths (100.81) feet to a point
at other land of the grantees heretofore leased to Blue Ribbon Cleaners, Inc.
as aforesaid; thence turning and running North forty-six degrees twenty-five
minutes West (N. 46° 25' W.) by said other land of the grantees three hundred
forty-nine and twelve hundredths (349.12) feet to the point of beginning.

The described premises are a portion of the premises conveyed to the grantees by deed of Exeter Realty Corporation dated April 22, 1964 recorded in Rockingham Registry of Deeds, Book 1712, Page 201.

This deed is given for the purpose of conveying to the grantees any and all rights to use in common with the grantors any access to Portsmouth Avenue across the described premises by any means and is the right to park vehicles on the described premises, all as more fully reserved by Exeter Realty Corporation in said deed to Benjamin J. and Joan E. Dagostino to which grantor may be entitled by virtue of the provisions of the deed of said Exeter Realty Corporation to the grantor dated May 1st, 1968 recorded in Rockingham Registry of Deeds, Book 1907, Page 146.

Witness hand and seal ~~XXXXXXXXXX~~ of First Development Corporation by its officer duly authorized this 25th day of August 1971.

WITNESS:

James F. MacInnis

First Development Corporation

By: 1. [Signature] 1/2/2009

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF ESSEX

On this the 25th day of Aug, 1971, before me,
the undersigned officer, personally appeared

known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained, in his capacity aforesaid.

Notary Public
Title of Officer.

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS THAT I, Joan E. Dagostino of Portsmouth Avenue, Exeter, County of Rockingham and State of New Hampshire, for consideration paid, grant to Joan E. Dagostino and Benjamin Dagostino, Sr. of Portsmouth Avenue, Exeter, County of Rockingham, State of New Hampshire, with QUITCLAIM COVENANTS, the following:

A certain parcel of land situate on the Easterly side of Portsmouth Avenue in said Exeter, bounded and described as follows:

in said EXETER, Southernly along the Eastern side of Portsmouth Avenue at the Northernly corner of land of Exeter Realty Corporation, thence running Southeasterly along said Exeter Realty Corporation land a distance of 368 feet, more or less, to a fence at land of T. J. Duggan, thence turning Northwesterly along said fence a distance of 100 feet to an iron pipe at land of Joan and Benjamin Dagostino; thence turning and running Northwesterly along land of Joan and Benjamin Dagostino a distance of 355 feet, more or less, to an iron pipe at the side line of said Portsmouth Avenue, thence turning and running Northwesterly a distance of 100 feet along said Portsmouth Avenue to point begun at.

Meaning and intending to convey the same premises conveyed by Benjamin Dagostino to Joan Dagostino by deed dated November 13, 1964 and recorded in Rockingham County Registry of Deeds at Book 1743, Page 174, and said premises are shown in red outline on plot plan dated October 2, 1964 entitled "Sketch of Lot B-2, N.H. for B-1 and J.F. Dagostino"

The above described premises are subject to easements and servitudes as described in deed of Exeter Realty Corporation to Dagostino dated April 22, 1964 and recorded in Rockingham County Registry of Deeds at Book 1712, Page 201, but does not include first refusal to purchase adjoining premises.

NO TITLE SEARCH REQUESTED

NOT HOMESTEAD PROPERTY

THIS IS A NON-CONTRACTUAL TRANSFER. NO TRANSFER STAMP IS REQUIRED.

Grantor and Grantee being husband and wife, said conveyance is to put the premises in joint tenancy.

Executed this 15 day of June, 1992.

Witness 

Juan E. Dagostino
Juan E. Dagostino

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

Personally appeared Joan E. Dagostino, known to me, or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument and acknowledged that she executed the same for the purposes therein contained before me.


Notary Public/Justice of the Peace

Dated: June 15, 1992

002970 P1211

Easement Deed

Benjamin J. Dagostino and Joan E. Dagostino, of Exeter, Rockingham County, State of New Hampshire, for consideration paid, grant to First Development Corporation, a New Hampshire corporation with a principal place of business in Gorham, Coos County, New Hampshire,

with quitclaim covenants

the right to park vehicles in any parking area on the premises of the grantors situated on Portsmouth Avenue, Exeter, New Hampshire, which premises are more fully described in a deed of Exeter Realty Corporation to the grantors dated April 22, 1964, and recorded at Rockingham Registry of Deeds in Book 1712, Page 201.

This deed is given to restore to First Development Corporation parking rights reserved in said deed which First Development Corporation relinquished by deed dated August 25, 1971, recorded in said Registry in Book 2091, Page 42.

This is not homestead property.

Benjamin J. Dagostino
Benjamin J. Dagostino

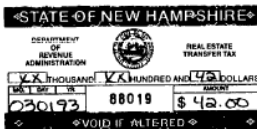
Joan E. Dagostino
Joan E. Dagostino

STATE OF NEW HAMPSHIRE

Rockingham, ss.

Then personally appeared the above-named Benjamin J. Dagostino and Joan E. Dagostino and acknowledge the foregoing instrument signed by them to be their free act and deed, before me

My Commission Expires:



ROCKINGHAM COUNTY
REGISTRY OF DEEDS

Mar 1 2 53 PM '93

0009330

BK3220DC1728

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that Benjamin Dagostino, Sr. and Joan E. Dagostino, a married couple, of 1 Forest Street, Exeter, County of Rockingham and State of New Hampshire FOR CONSIDERATION PAID, GRANT TO LinRon, Inc., a Maine corporation with a principal place of business at P.O. Box 506, Saco, County of York and State of Maine, WITH WARRANTY COVENANTS, the following described premises:

A certain parcel of land with the buildings thereon, if any, situated on the easterly side of Portsmouth Avenue in said Exeter, bounded and described as follows:

Beginning at a point on the easterly side of Portsmouth Avenue at the northerly corner of land of Exeter Realty Corporation; thence running southeasterly along said Exeter Realty Corporation land a distance of 368.00 feet, more or less, to a fence at land of Town of Exeter; thence running northeasterly along land of said Town of Exeter a distance of 100.00 feet to an iron pipe at land of Joan and Benjamin Dagostino; thence turning and running northeasterly along land of Joan and Benjamin Dagostino a distance of 355.00 feet, more or less, to an iron pipe at the side line of said Portsmouth Avenue; thence turning and running southwesterly a distance of 100.00 feet along said Portsmouth Avenue to the point of beginning.

Meaning and intending to describe and convey the same premises conveyed to Joan E. Dagostino and Benjamin Dagostino, Sr. by Quitclaim Deed of Joan E. Dagostino, dated June 15, 1992 and recorded at Book 2930, Page 0005 in the Rockingham County Registry of Deeds.

The above described premises is subject to, and, where applicable, with the benefit of the following easements and servitudes recorded in the Rockingham County Registry of Deeds:

Easement from Exeter Realty Corporation to Benjamin Dagostino, Sr. and Joan E. Dagostino, dated April 22, 1964, recorded at Book 1712, Page 201.

Easement from Exeter Realty Corporation to E&H Electric, dated April 20, 1962, recorded at Book 1623, Page 152.

Easement from Exeter Realty Corp. to the State of New Hampshire, dated June 9, 1955, recorded at Book 1361, Page 467.

Easement from Benjamin Dagostino, Sr. and Joan E. Dagostino, dated February 8, 1993, recorded at Book 2970, Page 1211.

SUBJECT to and with the benefit of restrictions as set out in the Lease of Benjamin and Joan Dagostino to Blue Ribbon Cleaners, Inc., dated June 23, 1967, recorded at Book 1879, Page 110, as they may continue in full force and effect pursuant to extension of said Lease dated April 12, 1985, recorded at Book 2540, Page 2971 in the Rockingham County Registry of Deeds.

The above described premises is not homestead property of the grantors.

WITNESS our hands this 18th day of June, 1997.

John A. [Signature]
Witness

Benjamin J. Dagostino Sr.
Benjamin J. Dagostino, Sr.
Joan E. Dagostino
Joan E. Dagostino

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM
DATED: June 18, 1997

Personally appeared Benjamin J. Dagostino, Sr. and Joan E. Dagostino, known to me, or satisfactorily proven, to be the persons whose names are subscribed to the foregoing instrument and acknowledged that they executed the same for the purposes therein contained.
Before me,

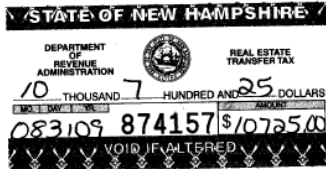


[Signature]
Notary of the Peace/Notary Public

Jun 19 11 03 AM '97

ROCKINGHAM COUNTY
REGISTRY OF DEEDS

0028059



BK 5047 P6 0539

WARRANTY DEED

044011

THAT, **LinRon, Inc. a/k/a LINRON, INC.**, a New Hampshire Corporation with a place of business in Saco, County of York and State of Maine, for consideration paid, grants to **The Provident Bank**, a Massachusetts corporation with a mailing address of 5 Market Street, P.O. Box 37, Amesbury, Massachusetts, 01913, with **WARRANTY COVENANTS**, the land with any buildings thereon located in Exeter, Rockingham County, New Hampshire, described as follows:

A certain parcel of land with the buildings thereon, if any, situated on the easterly side of Portsmouth Avenue in said Exeter, bounded and described as follows:

Beginning at a point on the easterly side of Portsmouth Avenue at the northerly corner of land, now or formerly, of the Exeter Realty Corporation; thence running southeasterly along said land, now or formerly of the Exeter Realty Corporation land a distance of 368.00 feet, more or less, to a fence at land, now or formerly, of Town of Exeter; thence running northeasterly along said land now or formerly of the Town of Exeter a distance of 100.00 feet to an iron pipe at land, now or formerly, of Joan and Benjamin Dagostino; thence turning and running northwesterly along land, now or formerly, of Joan and Benjamin Dagostino a distance of 355.00 feet, more or less, to an iron pipe at the side line of said Portsmouth Avenue; thence turning and running southwesterly a distance of 100.00 feet along said Portsmouth Avenue to the point of beginning.

The above described premise are subject to, and, where applicable, with the benefit of the following easements and servitudes recorded in the Rockingham County Registry of Deeds:

Easement from Exeter Realty Corporation to Benjamin Dagostino, Sr. and Joan E. Dagostino, dated April 22, 1964, recorded at Book 1712, Page 201.

Easement from Exeter Realty Corporation to E&H Electric, dated April 20, 1962, recorded at Book 1623, Page 152.

Easement from Exeter Realty Corp. to the State of New Hampshire, dated June 9, 1955, recorded at Book 1361, Page 467.

Easement from Benjamin Dagostino, Sr. and Joan E. Dagostino, dated February 8, 1993, recorded at Book 2970, Page 1211.

Subject to and with the benefit of restrictions as set out in the Lease of Benjamin and

02351.0009

BK 5047 P6 0540

Joan Dagostino to Blue Ribbon Cleaners, Inc. dated June 23, 1967, recorded at Book 1879, Page 110, as they may continue in full force and effect pursuant to extension of said Lease dated April 12, 1985, recorded at Book 2540, Page 2971 in the Rockingham County Registry of Deeds.

Meaning and intending to describe and hereby conveying the same premises conveyed to LinRon, Inc. pursuant to a warranty deed from Benjamin Dagostino, Sr. and Joan E. Dagostino dated June 18, 1997 and recorded in the Rockingham County Registry of deeds in Book 3220, Page 1728.

WITNESS its hand and seal, this 31st day of August, 2009.

Witness

LinRon, Inc.

By

Ronald H. Giles

Its: President

STATE OF ~~MAINE~~ NEW HAMPSHIRE
COUNTY OF ~~YORK~~ ROCKINGHAM

August 31, 2009

Then personally appeared the above named Ronald H. Giles, President of LinRon, Inc., and acknowledged the foregoing instrument to be his free act and deed in his said capacity.

Before me,

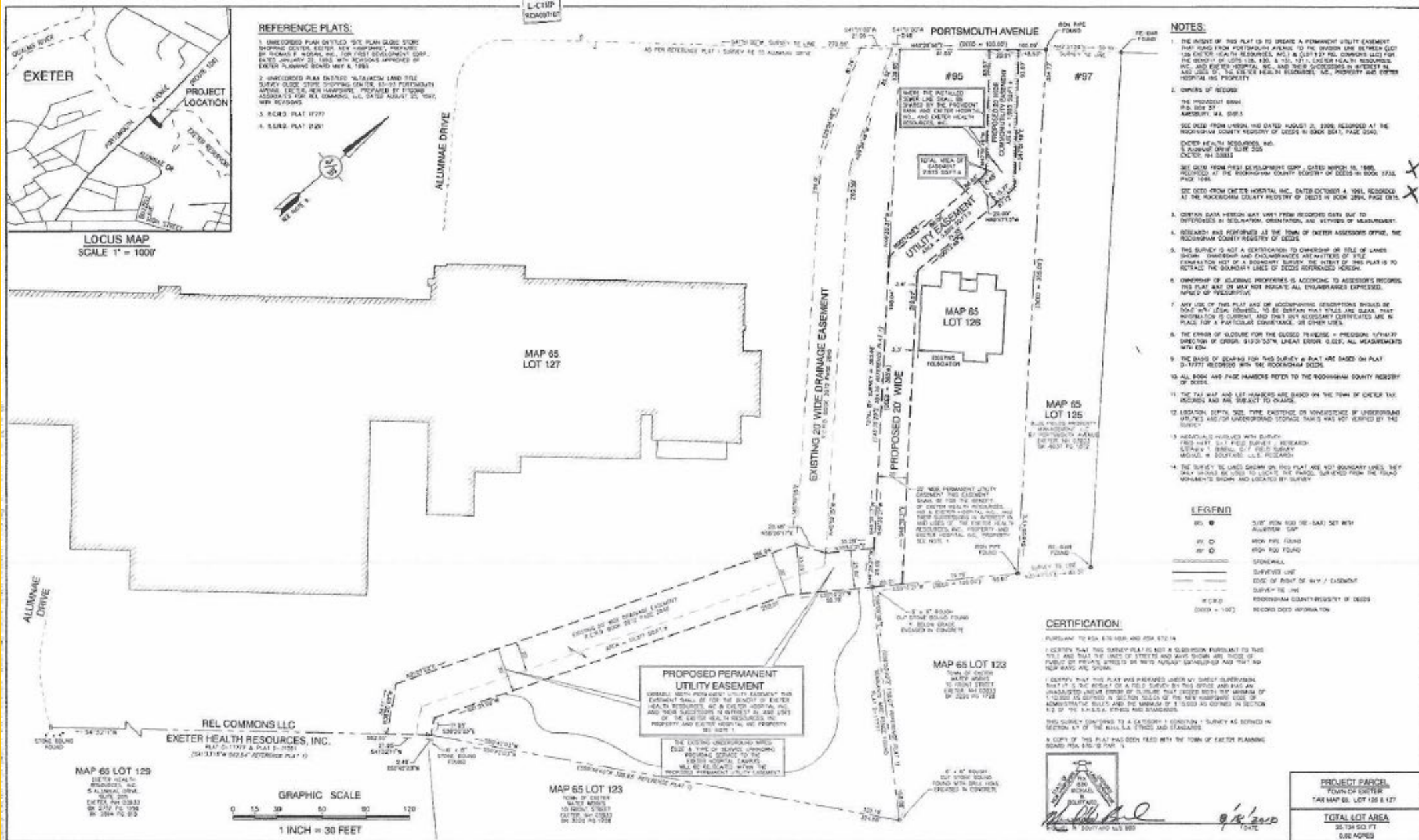
CHRISTOPHER L. BOLIT
Notary Public JUSTICE OF THE PEACE
Attorney-at-Law
Exp 10/17/12

Return Original Recorded Deed to:

02351.0009

2009 AUG 31 PM 2:59

ROCKINGHAM COUNTY
REGISTRY OF DEEDS



Design: MRS. J. L. JONES	Date: 08/24/2010
Computer: MRS. J. L. JONES	Project: 10000000000000000000
Drawing: MRS. J. L. JONES	Project: 10000000000000000000
THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM JONES & BEACH ENGINEERS, INC. (JBE)	
ANY ALTERATIONS, AUTHORIZED OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO JBE.	

REV	DATE	REVISION	BY
1	07-08-10	ADDED NOTE FOR SHARED EASEMENT	JTB
2	08-24-10	ISSUED FOR REVIEW	JTB
3	08-24-10	ISSUED FOR REVIEW	JTB

J/B Jones & Beach Engineers, Inc.
Civil Engineering Services
65 Portsmouth Ave.
PO Box 216
Swanton, NH 03595
803-770-4148
FAX 803-770-3007
E-MAIL: JBE@JONESANDBEACH.COM

Plan Name: SEWER EASEMENT PLAN
Project: THE PROVIDENT BANK 65 PORTSMOUTH AVENUE, EXETER, NH 03833
MAP 65 LOT 126 THE PROVIDENT BANK P.O. BOX 37 AMESBURY, MA 01915 & MAP 65 LOT 127 REL COMMONS LLC C/O W.P. DEVELOPMENT LLC
Drawers of Record: 1 CATE STREET, SUITE 520 PORTSMOUTH, NH 03881

DRAWING No. EP1
SHEET 1 OF 1
JOB PROJECT NO. 09000

D-36632

Relevant Permitting Documents
For
Map 65, Lot 126
Exeter, New Hampshire
(BankProv)

1. 1997.06.12 – Planning Memo regarding Site Plan Review – Exeter Planning Board – Case No. 9712;
2. 1997.06.16 – Notice of Decision – Exeter Planning Board – Approving Site Plan Review – Case No. 9712;
3. 2009.08.27 – Meeting Minutes, Exeter Planning Board – Case No. 2907; and
4. 2009.08.31 – Notice of Decision, Exeter Planning Board – Approving Case No. 2907.

Town of Exeter

Date: June 12, 1997

Memo To: Planning Board Members

From: Peter Dow, Town Planner *pd*

RE: Dagostino/KFC, Site Plan Review, Case #9712

BACKGROUND

The applicant is before the Board for site plan review of a new 78 seat Kentucky Fried Chicken restaurant with a drive through window at the former Rohr Restaurant site at 95 Portsmouth Avenue in the C-2 Zoning District. The applicant proposes to demolish the existing structure and replace it with a smaller structure of 2,706 s.f. to be located 17' from the property line of the leased land of Blue Ribbon Cleaners. As Code Enforcement Officer, I have made an administrative decision that the proposed structure and use would not be a substantial change from the existing vested use on this non-conforming lot (lacks 150' of lot width and less than 20' side yard setback). The pavement would be expanded to the rear of the lot for additional parking and driveway access on to the Blue Ribbon Cleaners site and the existing pavement in front would be reclaimed and repaved.

PROJECT OVERVIEW

Site Description

The site consists of 38,189 s.f. of land with most of the parcel paved. Easements exist which allow cross access and parking to and from the Globe Shopping Center and Blue Ribbon Cleaners sites. Approximately two thirds of the site drains toward the catch basins located in Portsmouth Ave. and the rear one third drains toward Water Works Pond. The site has more than the minimum required number of parking spaces.

Utilities

The applicant proposes to install new water and sewer lines to the new building including a 1,500 gal. in ground grease trap. The plan shows a relocated overhead utility pole which serves Blue Ribbon Cleaners and utilities would be located from that pole underground to the new building. The Town's drainage consultant recommended that a proposed drainage basin to the rear of the property be replaced with treatment swales, although an issue remains about the precise design of the level spreader and vegetated strip.

Traffic and Parking Design

The design of the driveway entrances to the site has been complicated by the fact that this property does not have a curb cut of its own. The applicant has agreed to pay for Stephen Pernaw's review of the traffic design as the Board's traffic consultant. While Mr. Pernaw has recommended that traffic be restricted to one way out at the Blue Ribbon Cleaners site, he is aware of Blue Ribbon's concern that its site still be served by two way traffic to Portsmouth Ave. The principal design task has been to minimize criss-crossing traffic patterns while still accommodating a drive thru food service. The Public Works Department in its comments would like to see the curb opening shared with Blue Ribbon Cleaners

Planning Board Case No. 9712
June 12, 1997
Page 2

be reduced to 35 feet. In a memo to me and with follow-up discussions today with Keith Noyes and John Sowerby of the Public Works Department, we are now jointly recommending that the curb cut be narrowed within the Town right of way in front of the Blue Ribbon Cleaners. The applicant is concerned that he be required to make improvements on land of another who may not give permission for a traffic island or painted directional arrows. We are also concerned that traffic exiting from the KFC drive thru not conflict with traffic entering from Portsmouth Ave.

REGULATORY ANALYSIS

Zoning Ordinance

The site is located in the C-2 Highway Commercial Zoning District. I stated earlier my administrative decision that the proposed change in the use of the site is not substantial and therefore the vested use of the property should be allowed to continue. I would recommend that the plan notes reference this lot as a non-conforming existing lot of record that has vested rights. Since the building is less than 4,000 s.f., a designated loading area is not required.

Site Plan Review Regulations

The applicant's proposed site plan is consistent with the applicable requirements of the Site Plan Review Regulations if the requested waivers are granted. The applicant requests not to provide High Intensity Soil Survey mapping of the site given the large amount of paving (Sections 7.1.4.(j), 7.1.5 (d), 7.1.6 (e) and 7.1.8 (g)). A waiver is also requested regarding a difference in scales between sheets of the plan set (Section 7.1.6 (d)).

SITE ANALYSIS

Technical Review

The Technical Review Committee met with the applicant on May 13th and revised plans have been received on May 29th and June 6th. The traffic consultant has met on site with the applicant and myself and I have spoken to the two principal abutters. The Fire Department requests concerning alarm and fire suppression units have been addressed. I stated earlier Public Works Department concerns.

RECOMMENDATION

I would recommend approval of the application subject to comments from abutters and other interested parties at the public hearing. If the Board does grant approval, I would recommend the following conditions:

1. That a site plan review agreement be completed with a performance guarantee amount of \$50,000 and an inspection fee deposit of \$500.
2. That a revised "Application to Connect" to public utilities be submitted reflecting the change in seating to be approved by the Public Works Department.
3. That the plan notes be revised to reflect the vested rights to develop on a non-conforming lot and clarify the rights to use adjoining curb cuts and parking.
4. That the Public Works Department approve the final design of the treatment



recycled paper



TOWN OF EXETER

10 FRONT STREET EXETER, NH 03833-2792 (603) 778-0591 FAX 772-4709

June 16, 1997

Mr. Jonathan S. Ring, P.E.

Jones & Beach Engineers

P.O. Box 219

Stratham, New Hampshire 03885

Re: Planning Board Case #9712 - N/R Site Plan Review - Dagostino property
Proposed Kentucky Fried Chicken - 95 Portsmouth Avenue, Exeter, N.H.

Dear Jon:

This letter will serve as official confirmation that the Planning Board, at its June 12th meeting, voted to approve your application for a non-residential site plan review for the proposed construction of a 2,700 square foot structure and associated site improvements for a Kentucky Fried Chicken establishment on the above-captioned property, as presented. This approval was granted subject to the following conditions:

1. the plan notes be revised to reflect the vested rights to develop on a non-conforming lot (in accordance with Section 5.14 of the Exeter Zoning Ordinance) and to clarify the rights to use adjoining curb cuts and parking.
2. the volume on the speaker box for the menu board be adjustable from the inside of the facility;
3. the loading zone depicted on the plan be removed;
4. a six (6) foot high stockade fence be installed along the landscaped island of the drive-thru to shield the glare of the headlights from the residents of the McLane Manor Condominiums;
5. an amount of \$3,000. be placed in escrow, for a period of three (3) years from date of final approval, for potential curb improvements to the northwesterly curb island (of the Blue Ribbon Cleaners site);
6. a site plan review agreement be completed and submitted for Board signature; a performance guarantee, in the amount of \$50,000. and an inspection fee deposit of \$500. be submitted to the Planning office;
7. a revised "Application to Connect" to public utilities be submitted reflecting the change in seating to be approved by the Public Works Department;
8. the applicant obtain approval from the Public Works Department for the final design of the treatment swale system to the rear of the property

PLANNING DEPARTMENT
Peter A. Dow - Town Planner

BUILDING DEPARTMENT
Douglas Eastman - Building Inspector

Mr. Jonathan S. Ring, P.E.

June 16, 1997

Page 2

and the shared curb cut with Blue Ribbon Cleaners; the plans be revised to address the concerns of the Public Works Department set forth in their memo dated 6/12/97;

9. all conditions of approval be met within one year and all site improvements be completed within two years of final approval.

If you should have any questions relative to this approval, please do not hesitate to contact our office.

Sincerely,

Peter A. Dow
Town Planner

cc: Ron Giles, President, Sanweco, Inc. (d/b/a Kentucky Fried Chicken)
Scott Mitchell, S. Mitchell Real Estate
Benjamin & Joan Dagostino, Property Owner

PAD:bsm

plbd\9712.1et

She also indicated that the HOA documents would have to be submitted for review and approval by Town Counsel.

Ms. von Aulock also advised the Applicant that the deed for the roadway access shall incorporate language indicating that its status shall remain "private" pursuant to the waiver granted by Planning Board from Section 9.14.9 of the Board's Site Plan Review & Subdivision Regulations.

Mr. Knowles moved to approve the multi-family site plan, as presented, subject to the following conditions:

1. All requests of the Planning Board to be addressed, including but limited to, the following:
 - A note be added to the plan identifying the waivers granted by the Planning Board and the "conditions of approval".
 - The plan and landscape notes be revised to depict the Applicant's agreement to provide twelve (12) additional trees to create a buffer for abutters to the north and along the highway (Route 101) to the south. Species and caliper of plantings shall also be noted. (Evergreens to be minimum 6-7 feet in height; deciduous plantings to be a minimum 2 1/2" caliper).
 - The Homeowners' Association documents shall be submitted for review and approval by Town Counsel;
 - The status of the road "to remain private" shall be included in the deed for the roadway (pursuant to the waiver granted by Planning Board from Section 9.14.9 of the Board's Site Plan Review & Subdivision Regulations).
2. All final revisions to the plans or related documents required by Town Departments, Town Counsel and their consultants to be addressed, including but not limited to the following:
 - The yield plan (Sheet 2 of 8) must exhibit three (3) lots with uplands of a minimum of 65,340 square feet in area.
 - The layout and grading plan (Sheet 5 of 8), Note #5 shall be revised by inserting "and/or driveways" after the word "dwellings"; and by adding "and to be reviewed and approved by the Town Planner" at the end of the paragraph.
3. All appropriate fees to be paid including but not limited to: Performance bond, sewer/water connection fees, inspection fees, applicable impact fees and other agreed upon improvements;
4. All State and Federal regulations must be met regarding NPDES, NHDOT, NHDES and Site Specific, if applicable;
5. The Applicant shall submit an executed Site Plan Review Agreement for Board signature;
6. All required notes be on the plan as stated in Section 7.5, including 7.5.5 regarding wetland regulations and 7.5.16 regarding grading, drainage and erosion and sediment control;
7. Wetland markers shall be installed (as required in Section 9.9.1 of the Board's Site Plan Review & Subdivision Regulations) prior to any building permits being issued;
8. All on-site improvements be completed prior to any certificate of occupancy;
9. A preconstruction meeting be arranged by the Applicant and his contractor with the Town Engineer prior to any site work commencing;
10. The Applicant shall meet with the Town Assessor to develop a list for location addresses of the new units prior to final approval; and
11. All conditions of this approval are to be met within one year and all site improvements to be completed within two years from the date of final approval.

The motion was seconded. **VOTE: Unanimous. CONDITIONAL MULTI-FAMILY SITE PLAN APPROVAL GRANTED.**

THE PROVIDENT BANK – PB CASE #2907

The application of The Provident Bank for a minor non-residential site plan for the proposed construction of a 2,880 square foot bank facility with drive-thru lanes and associated site improvements on the property located at 95 Portsmouth Avenue. The subject property is located in the C-2, Highway Commercial zoning district. Tax Map Parcel #65-126.

Chairman Plumer asked Ms. von Aulock if the abutters and public had been duly notified; Ms. von Aulock responded affirmatively. He asked if the application was complete enough for the Board to consider; Ms. von Aulock indicated the application was complete. **Mr. Knowles moved to accept the application thereby beginning the 90-day clock for the Board to act; Mr. Campbell seconded the motion. VOTE: Unanimous. APPLICATION ACCEPTED.**

Attorney Chris Boldt, with Donahue, Tucker & Ciandella, PLLC addressed the Board on behalf of the Applicant. He introduced Ms. Allison Field, Regional Vice-President of The Provident Bank and Mr. Wayne Morrill of Jones & Beach Engineers, Inc. He identified the subject property and indicated that they would be presenting a minor site plan for the redevelopment of the former Kentucky Fried Chicken (KFC) Restaurant site into a 2,750 square foot banking facility along with associated parking. Attorney Boldt indicated that four waiver requests were being sought as well as a conditional use permit request. He mentioned that the Applicant was hopeful that the Board would act favorably on these requests as they had the closing on the property scheduled for Monday, August 31st.

Mr. Wayne Morrill approached the microphone and continued with the presentation. He noted that Jones & Beach Engineering had done the engineering work for the former KFC site in 1997. He stated that the new proposal would provide an increase in the amount of open space and landscaping and with the reconfiguration and parking improvements, it would create a 'new identity' for the site. He explained that the rear portion of the existing building would be removed to accommodate the proposed drive-thru lanes. Mr. Morrill represented that the existing landscaping would remain and that additional landscape islands would be added in the parking area. He briefly reviewed the drainage on the site and noted that a drainage analysis had been submitted to Town Engineer Paul Vlasich at DPW. He also noted that all of the utilities were underground.

Dr. Derby inquired about potential for traffic flow across the lot toward the abutting Blue Ribbon Dry Cleaners. Attorney Boldt responded that there were cross-easements in place on the properties for access to and from the Exeter Commons site. He stated that these access points could not be closed off and therefore, they can only attempt to improve the traffic flow. Mr. Morrill stated that the directional traffic flow would be delineated by landscape and painted lines. Mr. Knowles inquired about the site lighting. It was represented that the existing light pole on the front of the property would remain and that some additional building and site lighting was proposed.

Ms. von Aulock indicated that she had visited the site with Town Engineer Paul Vlasich and had also spoken with Building Inspector/Code Enforcement Officer Doug Eastman regarding site issues. Subsequently, at the recommendation of the Town, the Applicant has agreed to make more improvements to the site. She noted that originally the bank was looking to occupy the building "as is", and therefore only a building permit would have been necessary.

Ms. Allison Field presented an album displaying renderings and photographs of their other facilities, including their Seabrook and Newburyport locations.

There being no further questions at this time, Chairman Plumer opened the hearing for public testimony. There being no one present wishing to speak, he closed the public portion and returned to the Board for further discussion.

The Board proceeded to address the waivers requested by the Applicant, as outlined in a letter from Attorney Boldt dated August 20, 2009, as follows:

- **Section 7.4.10 – High Intensity Soil Survey (HISS)**
Dr. Derby moved to grant the waiver, as requested; seconded by Mr. Knowles. VOTE: Unanimous. WAIVER REQUEST GRANTED.
- **7.5.4 – High Intensity Soil /Survey Information (HISS)**
Mr. Knowles moved to grant the waiver, as requested; seconded by Mr. Campbell. VOTE: Unanimous. WAIVER REQUEST GRANTED.
- **9.5.1.4 – Grading within five (5) feet of an exterior property line (abutter)**
Mr. Knowles moved to grant the waiver, as requested; seconded by Mr. Campbell.

VOTE: Unanimous. WAIVER REQUEST GRANTED.

- **9.9.2 Wetland Setbacks (25' No-Cut/No Disturb and 50' parking buffers)**
Mr. Knowles moved to grant the waiver, as requested; motion was seconded. VOTE: Unanimous. WAIVER REQUEST GRANTED.

- **Conditional Use Permit** (reference Section 9.3.4.G.2 of the Exeter Zoning Ordinance)

Attorney Boldt explained that a significant portion of the existing building, drive-thru and parking area are within the 300-foot setback area from the seasonal high water level of the Dearborn Brook. He requested that the Planning Board consider this site as 'grandfathered' for commercial use and its associated structures, driveways and paving areas. He indicated that should the Planning Board determine otherwise, he was prepared to address the criteria set forth in Section 9.3.4.G.2.

Ms. von Aulock indicated that she had discussed this issue with Building Inspector/Code Enforcement Officer Doug Eastman and the Applicant had been advised that a conditional use permit would be necessary. Ms. von Aulock briefly reviewed the criteria for the permit. Dr. Derby concurred that granting a 'new' conditional use permit for the new building/area being developed within the 300' setback would be appropriate. He commented that by doing so, the Board would not be setting any precedent for similar situations should they arise in the future. **Mr. Knowles moved to grant the conditional use permit, as requested; seconded by Ms. Sideris. VOTE: Unanimous. CONDITIONAL USE PERMIT GRANTED.**

There being no further discussion, Ms. von Aulock reviewed the possible conditions of approval for the project.

Dr. Derby moved to approve the site plan for The Provident Bank, as presented, subject to the following conditions:

1. All requests of the Planning Board to be addressed, including but not limited to the following:
 - Waivers and the conditions of the approval shall be noted on the final plans.
2. All final revisions to the plans or related documents required by Town Departments, Town Counsel and their consultants to be addressed;
3. All appropriate fees to be paid including but not limited to: performance bond, inspection fees, applicable impact fees and water/sewer connections fees, and other agreed upon improvements;
4. An executed Site Review Agreement be submitted to the Planning office for Board signature;
5. All required notes be on the plan as stated in Section 7.5 of the Board's Subdivision and Site Plan Review Regulations, including 7.5.5 regarding wetland regulations and 7.5.16 regarding grading, drainage and erosion and sediment control;
6. All on-site and off-site improvements shall be completed prior to a Certificate of Occupancy being issued;
7. A preconstruction meeting be arranged by the Applicant and his contractor with the Town engineer prior to any site work commencing; and
8. All conditions to be met within one year and all site improvements to be completed within two years from the date of final approval.

Motion was seconded by Mr. Knowles. **VOTE: Unanimous. CONDITIONAL MINOR SITE PLAN APPROVAL GRANTED.**

MARY WRIGHT – PB CASE #2809

The application of Mary Wright for an amendment to a previously approved minor subdivision of a 3.48-acre parcel located at 26 Ashbrook Road. The subject property is located in the R-2, Single Family Residential zoning district. Tax Map Parcel #90-33.



TOWN OF EXETER, NEW HAMPSHIRE

10 FRONT STREET • EXETER, NH 03833-2792 • (603) 778-0591 • FAX 772-4709

www.town.exeter.nh.us

August 31, 2009

Christopher L. Boldt, Esquire
Donahue, Tucker & Ciandella, PLLC
Water Street Professional Building
225 Water Street, POB 630
Exeter, New Hampshire 03833

Re: Planning Board Case #2907 – Minor N/R Site Plan Review for The Provident Bank
95 Portsmouth Avenue, Exeter, N.H.
Tax Map Parcel #65-126

Dear Attorney Boldt:

This letter will serve as official confirmation that the Planning Board, at its August 27th, 2009 meeting, voted to approve your client's application for the proposed construction of a 2,750 square foot bank facility with drive-thru lanes and associated site improvements on the above-captioned property, as presented, subject to the following conditions:

1. All requests of the Planning Board to be addressed, including but not limited to the following:
 - Waivers and the conditions of the approval shall be noted on the final plans.
2. All final revisions to the plans or related documents required by Town Departments, Town Counsel and their consultants to be addressed;
3. All appropriate fees to be paid including but not limited to: performance bond, inspection fees, applicable impact fees and water/sewer connections fees, and other agreed upon improvements;
4. An executed Site Review Agreement be submitted to the Planning office for Board signature;
5. All required notes be on the plan as stated in Section 7.5 of the Board's Subdivision and Site Plan Review Regulations, including 7.5.5 regarding wetland regulations and 7.5.16 regarding grading, drainage and erosion and sediment control;
6. All on-site and off-site improvements shall be completed prior to a Certificate of Occupancy being issued;
7. A preconstruction meeting be arranged by the Applicant and his contractor with the Town engineer prior to any site work commencing; and
8. All conditions to be met within one year and all site improvements to be completed within two years from the date of final approval.

09069

Christopher L. Boldt, Esquire
August 31, 2009
Page 2
Re: PB Case #2907

Upon completion of the above conditions, the Planning Board Chairman will sign the site plan. Please contact the Planning and Building Department office for the appropriate permits to proceed with the proposed improvements. If you should have any questions relative to this approval, please do not hesitate to contact our office.

Sincerely,

Sylvia von Aulock
Town Planner

cc: Allison Field, Regional Vice President, The Provident Bank
Gary Coltin, The Provident Bank
Ron Giles, Linron, Inc.
✓Wayne G. Morrill, Vice President, Jones & Beach Engineers, Inc.
Douglas Eastman, Building Inspector/Code Enforcement Officer
Paul Vlasich, Town Engineer
John DeVittori, Tax Assessor

SvA:bsm

Chain of Title & Development
For
Map 65, Lot 127
(Margarita's)

1. 1952.07.04 – Deed – Book 1253, Page 0001;
2. 1953.04.20 – Deed – Book 1279, Page 160;
3. 1953.10.29 – Deed – Book 1299, Page 0444;
4. 1968.05.13 – Warranty Deed – Book 1907, Page 146;
5. 1969.04.18 – Warranty Deed – Book 1960, Page 129;
6. 1973.01.15 – Subdivision Plan of Land – D-3445;
7. 1982.11.30 – Warranty Deed – Book 2732, Page 1092;
8. 1991.03.01 – Site Plan Proposed Additions – D-20867; and
9. 2005.03.07 – Warranty Deed – Book 4446, Page 2615.

Know all Men by these Presents 1253 001

THAT I, John F. Walsh, of Exeter, in the County of Rockingham, and the State of New Hampshire,



in consideration of one dollar and other valuable considerations

to me paid by the Exeter Realty Corporation, a corporation duly established under the Laws of New Hampshire, and having its principal place of business in said Exeter,

the receipt whereof I do hereby acknowledge, have given, granted, bargained, sold and conveyed and do for myself and my heirs, by these presents, give, grant, bargain, sell and convey unto the said grantee, its successors and assigns, forever,

~~XXXXXX~~

A certain tract of land situate in Exeter, in the County of Rockingham, and the State of New Hampshire, on Portsmouth Avenue, so-called, bounded and described as follows: Beginning at the northwesterly corner of the granted premises and running N. 58° 12' E. 208.7 feet to an iron pipe driven into the ground at land now or formerly of John F. Ayer; thence turning and running S. 37° 40' E. 209.7 feet still by said Ayer land to an iron pipe driven into the ground; thence turning and running S. 58° 12' W. 208.7 feet by land of Frank Linscott to an iron pipe driven into the ground; thence turning and running N. 37° 40' W. 209.7 feet still by land of Frank Linscott to the point of beginning, containing exactly one square acre.

Being the same premises conveyed by deed from Victoria M. Linscott to Ethel P. Linscott, dated August 22, 1940, and recorded in Rockingham Records, Book 959, Page 420.

Being also the same premises conveyed to me by Ethel P. Linscott by warranty deed to be recorded in Rockingham Records herewith.

1253 002

do have and to hold the aforesaid premises, with all the privileges and appurtenances thereto belonging, to the said grantee, its successor ~~and assigns~~, to their use and behoof forever. And I do covenant with the said grantee, its ~~heirs~~ successors; that I am lawfully seized in fee of the afore-described premises; that they are free of all incumbrances;

that I have good right to sell and convey the same to the said grantee in manner aforesaid; and that I and my heirs will warrant and defend the same premises to the said grantee; its successors ~~and assigns~~, forever, against the lawful claims and demands of all persons

And I, Florence W. Walsh, wife of said John F. Walsh,

in consideration aforesaid, do hereby relinquish my right of Dower ~~XXXXXX~~ in the before mentioned premises.

And we, and each of us, hereby release our several rights of Homestead in said premises, made and by virtue of any law of this State.

In Witness Whereof we

have hereunto set our hands and seals this twenty-fourth day of July in the year of our Lord, one thousand nine hundred and fifty-two.

Signed, sealed and delivered in presence of us:

George R. Hammond *John F. Walsh*
to both *Florence W. Walsh*

State of New Hampshire

ROCKINGHAM, ss.

July 24,

19 52. Then the above named

John F. Walsh and Florence W. Walsh personally appearing, acknowledged the above

instrument to be their free act and deed, before me:

George R. Hammond
Justice of the Peace

Received and recorded July 24, 3 P.M., 1952

Know All Men by these Presents,

That I, Wayne M. Colby of Exeter, in the County of Rockingham and State of New Hampshire,

for and in consideration of the sum of - - - One Dollar - - - to me in hand before the delivery hereof well and truly paid by Exeter Realty Corporation, a corporation organized under the laws of the State of New Hampshire, and having its principal place of business at Exeter, in said County and State, the receipt whereof I do hereby acknowledge, have granted, bargained and sold, and by these presents do give, grant, bargain, sell, alien, convey and confirm unto the said Exeter Realty Corporation, its

successors ~~and assigns forever~~

A certain piece or parcel of land in said Exeter, on the Easterly sideline of Portsmouth Avenue, bounded and described as follows, viz:

Beginning at an iron pipe set in the ground at the Southwesterly corner of the premises herein conveyed in said Portsmouth Avenue, at land of Exeter Realty Corporation; thence running by said Avenue North 41° 52' East two hundred fifty (250) feet to other land of this grantor; thence turning and running by said other land of this grantor South 53° 48' East five hundred thirteen and six tenths (513.6) feet to a hub at land of Town of Exeter Water Works; thence turning and running by said land of said Town South 50° 48' West two hundred fifty-seven and one tenth (257.1) feet to a stone bound at land of one Linscott; thence turning and running by said land of Linscott in part and by land of Exeter Realty Corporation in part North 53° 48' West four hundred seventy-three and four tenths (473.4) feet to Portsmouth Avenue and the point begun at.

All as shown on a Plan of Land, Exeter, N. H., Wayne M. Colby to Exeter Realty Corp., dated April 1953 by John W. Burgin, Civil Engineers, hereto attached and to be recorded herewith.

Being part of the premises acquired by me by Warranty Deed of John F. Ayer, dated March 29, 1934 and recorded in Rockingham Registry of Deeds, Book 888, Page 470.

Taxes of the Town of Exeter for the year 1953 to be prorated as of date of deed.

To have and to hold the said granted premises, with all the privileges, and appurtenances to the same belonging to it the said Exeter Realty Corporation, its successors

~~and assigns, do~~ its and their only proper use and benefit forever. And I the said Wayne M. Colby, for myself and my heirs, executors and administrators do hereby covenant, grant and agree, to and with the said Exeter Realty Corporation, its successors ~~and assigns~~ that until the delivery hereof I am the lawful owner of the said premises, and ~~am~~ seized and possessed thereof in my own right in fee simple; and have full power and lawful authority to grant and convey the same in manner aforesaid; that the premises are free and clear from all and every incumbrance whatsoever; and that I and my heirs, executors and administrators, shall and will WARRANT AND DEFEND the same to the said Exeter Realty Corporation, its successors ~~and assigns~~ ~~and assigns~~, against the lawful claims and demands of any person or persons whomsoever.

And I, Anna C. Colby, wife of the said Wayne M. Colby, in consideration aforesaid, do hereby relinquish all rights as such in the before mentioned premises.

And we and each of us do hereby release all rights of HOMESTEAD, secured to us, or either of us, by the laws of New Hampshire.

In Witness Whereof we have hereunto set our hand and seal this 20th day of April in the year of our Lord 19 53.

Signed, sealed and delivered in the presence of us:

Robert M. Mann
4.6.53

Wayne M. Colby
Anna C. Colby

State of New Hampshire, Rockingham, ss.

April 20, A. D. 19 53.

Personally appeared the above named Wayne M. Colby and Anna C. Colby and acknowledged the foregoing instrument to be their voluntary act and deed—Before me:

Robert M. Mann Justice of the Peace.

Received and recorded April 20, 4:40 P.M., 1953.

Know All Men by these Presents,

That I, Wayne M. Colby of Exeter, in the County of Rockingham and State of New Hampshire,

for and in consideration of the sum of - - - One Dollar - - - to me in hand before the delivery hereof well and truly paid by Exeter Realty Corporation, a corporation organized under the laws of the State of New Hampshire, and having its principal place of business at Exeter, in said County and State, the receipt whereof I do hereby acknowledge, have granted, bargained and sold, and by these presents do give, grant, bargain, sell, alien, convey and confirm unto the said Exeter Realty Corporation, its

successors ~~and assigns forever~~

A certain piece or parcel of land together with the buildings thereon, in said Exeter, on the Easterly sideline of Portsmouth Avenue, bounded and described as follows:

Beginning at a hub set in the ground at land of this grantee, formerly of this grantor, thence running by Portsmouth Avenue North 40° 18' East three hundred sixty-eight and nine tenths (368.9) feet, more or less, to a stone bound at land of the Town of Exeter; thence by said last mentioned land by the following courses: South 78° 37' East three hundred thirty-three and one tenth (333.1) feet to a stone bound; thence South 24° 52' West two hundred one and four tenths (201.4) feet to a stone bound; thence South 35° 28' West two hundred fifty-one and three tenths (251.3) feet to a corner; thence South 56° 00' East one hundred fifty-seven and six tenths (157.6) feet to a stone bound; thence South 50° 48' West sixty-eight and seventy-five hundredths (68.75) feet to a hub at land of the Exeter Realty Corporation; thence by said last mentioned land North 53° 48' West five hundred thirteen and six tenths (513.6) feet to Portsmouth Avenue and the point of beginning, all as shown on a Plan of Land, Exeter, New Hampshire for Wayne M. Colby, dated July 1953 by John W. Burgin, Civil Engineers, to be recorded herewith.

Being part of the premises acquired by me by Warranty Deed of John F. Ayer, dated March 29, 1934 and recorded in Rockingham Registry of Deeds, Book 888, Page 470.

Taxes of the Town of Exeter for the year 1953 to be prorated as of the date of deed.

To have and to hold the said granted premises, with all the privileges, and appurtenances to the same belonging to it the said Exeter Realty Corporation, its successors

~~and assigns, to~~ its and their only proper use and benefit forever. And I the said Wayne M. Colby, for myself and my heirs, executors and administrators do hereby covenant, grant and agree, to and with the said Exeter Realty Corporation, its successors ~~and assigns~~ that until the delivery hereof I am the lawful owner of the said premises, and ~~am~~ seized and possessed thereof in my own right in fee simple; and have full power and lawful authority to grant and convey the same in manner aforesaid; that the premises are free and clear from all and every incumbrance whatsoever; except as aforesaid; and that I and my heirs, executors and administrators, shall and will WARRANT AND DEFEND the same to the said Exeter Realty Corporation, its successors ~~and assigns~~ ~~and assigns~~, against the lawful claims and demands of any person or persons whomsoever, except as aforesaid.

And I, Anna C. Colby, wife of the said Wayne M. Colby, in consideration aforesaid, do hereby relinquish all rights as such in the before mentioned premises.

And we and each of us do hereby release all rights of HOMESTEAD, secured to us, or either of us, by the laws of New Hampshire.

In Witness Whereof we have hereunto set our hand and seal this 22d day of July in the year of our Lord 19 53.

Signed, sealed and delivered in the presence of us:

Robert M. Mann

Wayne M. Colby
Anna C. Colby

State of New Hampshire, Rockingham, ss.

July 22, A. D. 1953.

Personally appeared the above named Wayne M. Colby and Anna C. Colby and acknowledged the foregoing instrument to be their voluntary act and deed—Before me:

Robert M. Mann Justice of the Peace.

Received and recorded Oct. 29, 2:45 P.M., 1953

*\$19.80 new stamps
affixed to reverse
side of deed*

1907 146
DEED OF WARRANTY
EXETER REALTY CORPORATION, a New Hampshire corporation having an usual place of business at Exeter, Rockingham County, State of New Hampshire, for consideration paid, grants to FIRST DEVELOPMENT CORP., a New Hampshire corporation with an usual place of business at Route 16 Dover, Gorham, Coos County, State of New Hampshire, with WARRANTY covenants,
A certain tract or parcel of land with the buildings thereon, situated in Exeter, Rockingham County, State of New Hampshire, bounded and described as follows:
TRACT ONE: A certain tract of land situate in Exeter, in the County of Rockingham and State of New Hampshire, on Portsmouth Avenue, so-called, bounded and described as follows:
Beginning at the northwesterly corner of the granted premises and running North fifty-eight degrees twelve minutes West (N 58° 12' E) two hundred eight and 7/10 (208.7) feet to an iron pipe driven in the ground at land now or formerly of John F. Ayer; thence turning and running South thirty-seven degrees forty minutes East (S 37° 40' E) two hundred nine and 7/10 (209.7) feet still by said Ayer land to an iron pipe driven in the ground; thence turning and running South fifty-eight degrees twelve minutes West (S 58° 12' W) two hundred eight and 7/10 (208.7) feet by land of Frank Linscott to an iron pipe driven into the ground; thence turning and running North thirty seven degrees forty minutes West (N 37° 40' W) two hundred nine and 7/10 (209.7) feet still by land of Frank Linscott to the point of beginning, containing exactly one square acre.
Being the same premises conveyed by John F. Walsh to Exeter Realty Corporation by deed dated July 24, 1952 and recorded in Volume 1253, Page 3 of the Rockingham County Registry of Deeds.
TRACT TWO: A certain piece or parcel of land in said Exeter on the easterly side line of Portsmouth Avenue, bounded and described as follows, viz:
Beginning at an iron pipe set in the ground at the northwesterly corner of the premises herein conveyed in said Portsmouth Avenue, at land of Exeter Realty Corporation; thence running by said avenue North forty-one degrees fifty-one minutes East (N 41° 52' E) two hundred fifty (250) feet to other land of the grantor; thence turning and running by said other land East (E 90° 48' E) five hundred thirteen and 6/10 (513.6) feet to a hub at land of Town of Exeter Water Works; thence turning and running by said land of said town, South fifty degrees forty-eight minutes West (S 50° 48' W) two hundred fifty-seven and 1/10 (257.1) feet to a stone bound at land of one Linscott; thence turning and running by said land of Linscott in part and by land of Exeter Realty Corporation in part North fifty-three degrees forty-eight minutes West (N 53° 48' W) four hundred seventy-three and 4/10 (473.4) feet to Portsmouth Avenue and the point begun at.
All as shown on a plan of land, Exeter, New Hampshire,

1907 148
1. Exeter Realty Corporation to Arthur Thompson, lease dated May 4, 1965.
2. Exeter Realty Corporation to Arthur Thompson, rental agreement dated May 4, 1965.
3. The Grand Union Company to Exeter Realty Corporation, guarantee dated April 4, 1958.
4. Exeter Realty Corporation to Exeter Super Market, Inc., lease dated April 12, 1958.
5. Exeter Realty Corporation to Exeter Super Market, Inc., rental agreement dated April 12, 1958.
6. Exeter Realty Corporation to Exeter Super Market, Inc., modification agreement dated August 14, 1959.
7. Exeter Realty Corporation to Exeter Supermarket, Inc., modification agreement (rental) dated August 21, 1961.
8. Exeter Realty Corporation to Exeter Supermarket, Inc., modification agreement dated August 21, 1961.
9. Exeter Realty Corporation to W. E. Aubuchon Co., Inc., lease dated April 21, 1959.
10. Exeter Realty Corporation to W. E. Aubuchon Co., Inc., rental agreement dated April 21, 1959.
IN WITNESS WHEREOF, the said Exeter Realty Corporation has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged, and delivered in its name and behalf by Dorothy O. Crane, its President this 1st day of July, 1968.
WITNESS: EXETER REALTY CORPORATION
BY: Dorothy O. Crane, President
RECEIVED
Essex, ss. July 1, 1968
Then personally appeared the above named Dorothy O. Crane, President, and acknowledged the foregoing instrument by her subscribed to be the free act and deed of Exeter Realty Corporation, before me,
Notary Public for the State of New Hampshire
My commission expires: 12-22-1972
STATE OF NEW HAMPSHIRE
COMMONWEALTH OF MASSACHUSETTS
NOTARY PUBLIC
200.00

1907 147
Wayne M. Colby to Exeter Realty Corporation, dated April, 1953 by John W. Durgin, C.E. recorded in Volume 1279, Page 161 of said Registry of Deeds.
Being the same premises conveyed by Wayne M. Colby to Exeter Realty Corporation dated April 20, 1953 and recorded in Volume 1279, Page 160 of said Registry.
TRACT THREE: A certain piece or parcel of land together with the buildings thereon in said Exeter on the easterly side line of Portsmouth Avenue, bounded and described as follows:
Beginning at a hub set in the ground at land of this grantee, formerly of this grantor, thence running by Portsmouth Avenue North forty degrees eighteen minutes East (N 40° 18' E) three hundred sixty-eight and 9/10 (368.9) feet, more or less, to a stone bound at land of the Town of Exeter; thence by said last mentioned land by the following courses:
(S 78° 37' E) three hundred thirty-three and 1/10 (333.1) feet to a stone bound; thence South twenty-four degrees fifty-four minutes West (S 24° 54' W) two hundred one and 4/10 (201.4) feet to a stone bound; thence South thirty-five degrees twenty-eight minutes West (S 35° 28' W) two hundred fifty-one and 3/10 (251.3) feet to a corner; thence South fifty-five degrees East (S 55° E) one hundred fifty-seven and 6/10 (157.6) feet to a stone bound; thence South fifty degrees forty-eight minutes West (S 50° 48' W) sixty-eight and 9/10 (68.9) feet to a hub at land of the Exeter Realty Corporation; thence by said last mentioned land North fifty-three degrees forty-eight minutes West (N 53° 48' W) five hundred thirteen and 6/10 (513.6) feet to Portsmouth Avenue and the point of beginning, all as shown on a plan of land, Exeter, New Hampshire for Wayne M. Colby dated July, 1953 by John W. Durgin, C.E.
Being the same premises conveyed by Wayne M. Colby to Exeter Realty Corporation by deed dated July 22, 1953 and recorded in Volume 1299, Page 44 of said Registry.
Excluding from the above that portion of said Tract Three which was conveyed by said Exeter Realty Corporation to Benjamin J. Dagostino and Jean E. Dagostino by deed dated April 22, 1964 and recorded in Volume 1712, Page 201 of said Registry.
The above described tracts are hereby conveyed subject to and with the benefit of the covenants, easements, and restrictions* as set forth in said deed of Exeter Realty Corporation to Benjamin J. Dagostino and Jean E. Dagostino dated April 22, 1964 and recorded in Volume 1712, Page 201 of said Registry.
Said Tracts Two and Three are subject to a power line easement conveyed by said Exeter Realty Corporation to Exeter and Hampton Electric Company by instrument dated April 20, 1962 and recorded in Volume 1623, Page 152 of said Registry.
Excluding from the above described tracts that portion of the same conveyed by Exeter Realty Corporation to the State of New Hampshire by deed dated June 9, 1955 and recorded in Volume 1361, Page 467.
Subject also to and with the benefit of the terms, covenants and conditions of the following leases, agreements and guarantee in-so far as the same may be in force and effect:
* to whatever extent that are presently in full force and effect.

1907 149
MINUTES OF SPECIAL MEETING OF STOCKHOLDERS AND BOARD OF DIRECTORS OF EXETER REALTY CORPORATION
Pursuant to notice a duly called special meeting of the Stockholders and Board of Directors of Exeter Realty Corporation was held at the office of the corporation at 3 Douglas Drive, Salem, New Hampshire at 10:00 a.m. on March 13, 1968, at which all the stockholders and board of directors were present and acting throughout.
Upon motion duly made and seconded, it was unanimously VOTED: To authorize Dorothy O. Crane, its President and Treasurer, to enter into and execute any and all agreements to sell the Exeter Shopping Center, located in Exeter, New Hampshire, owned by the corporation for the consideration of TWO HUNDRED THOUSAND AND 80/100 (\$200,000.00) DOLLARS upon such other terms and covenants and conditions as she in her sole discretion shall deem for the best interests of the corporation including the corporation taking a note secured by a second mortgage of the granted premises, and further to sign, seal, with the corporate seal, execute, acknowledge and deliver by and on behalf of the corporation any and all documents, agreements, deeds, assignments, etc., which she in her sole discretion deems necessary to carry out the terms and conditions of the sale of said property.
A true record
Attest:
Dorothy O. Crane
Clerk
NOTARY PUBLIC
STATE OF NEW HAMPSHIRE
1968

1960 129

DEED OF WARRANTY

John J. Callahan

of Exeter Rockingham County, State of
New Hampshire, for consideration paid, grant to First Development Corp. of Gorham, a
corporation duly organized by law and having a principal place of business in

Gorham (Town or City) Coos County, State of
New Hampshire with WARRANTY covenants, the

(Description of land or interest being conveyed: incumbrances, excepting reservations, if any)

A certain parcel of land situate on the Easterly side of Portsmouth Avenue,
so-called, in Exeter, County of Rockingham, State of New Hampshire, bounded
and described as follows:

Beginning at said highway at the Southwesterly corner of said tract at
land of Lou Tardiff;
thence running Northerly along said Portsmouth Avenue a distance of
400 feet, more or less, to land now or formerly of Exeter Realty Corp.;
thence turning and running Easterly a distance of 210 feet, more or less,
along land of Exeter Realty Corp. to a point;
thence turning and running Northerly a distance of 210 feet, more or less,
along land of Exeter Realty Corp. to a point at other land of said Exeter Realty Corp.;
thence turning and running Easterly along land of Exeter Realty Corp. and
land of other owners a distance of 390 feet, more or less, to a point at land of
Bergeron;
thence turning and running Southerly a distance of 850 feet, more or less,
along land of Bergeron to a point at land of Tardiff;
thence turning and running Westerly along land of Tardiff a distance of
110 feet, more or less, to point begun at.

Meaning and intending to convey the premises acquired by this grantor
from Victoria Linscott by her deed dated August 15, 1967 and recorded Rockingham
Records Book 1872, Page 429.

Mary A. Callahan wife
of said Grantor release to said Grantee all rights of

dower and homestead and other interest therein.

WITNESS our hand and seal this 18th day of April 1969.

Witness:

STATE OF NEW HAMPSHIRE
Rockingham, ss.

John J. Callahan and Mary A. Callahan

Personally appeared and acknowledged the foregoing instrument to be
their voluntary act and deed.

Before me,

Notary Public
Justice of the Peace.



WARRANTY DEED

W2732 P1092

KNOW ALL MEN BY THESE PRESENTS, That Margaret L. Baril, of Methuen, County
of Essex, Commonwealth of Massachusetts,

for consideration paid, grants to First Development Corp., a New Hampshire
corporation, c/o Victor L. Hates, Esq., 127 Turnpike Street, North Andover,
Essex County, Massachusetts
with WARRANTY COVENANTS the following described premises, to wit:

A certain parcel of land without buildings situated in Exeter, County of
Rockingham, State of New Hampshire, Easterly of, but not adjacent to Portsmouth
Avenue, containing 17.41 acres, more or less, bounded and described as follows:

Beginning at the Northwesterly corner of the conveyed premises at land
now or formerly of Louis Tardiff and running North 76° 41' 30" East along
land of the First Development Corporation, 872.08 feet to a stone bound at
land of the Town of Exeter; thence running along said land of the Town of
Exeter North 72° 25' 30" East, 602.77 feet, South 24° 23' East, 928.87 feet,
North 81° 41' West, 184.46 feet, and North 76° 28' West, 221.66 feet; thence
running North 80° 40' 30" West along land said to be of Frances Turner,
439.21 feet to the end of a stone wall; thence continuing North 78° 15' 30"
West along said stone wall and said Turner land, 130.43 feet; thence continuing
North 78° 38' 30" West along said stone wall and land of the Exeter Hospital,
132.3 feet; thence continuing North 80° 31' 30" West along said Hospital
land, 200.2 feet; thence continuing North 82° 03' 30" West along said Hospital
land, 110.00 feet to the end of said stone wall; thence running North 67°
36' 30" West along land of Roseal Realty, Inc., 459.72 feet; thence running
North 19° 44' East along said land of Louis Tardiff, 40.00 feet to the
point of beginning.

Subject to all rights and restrictions of record and with the benefit
of any rights of way to whatever extent that they may exist. Without
intending to create any new restrictions hereby.

Excepting from this conveyance are any portions previously conveyed
by me.

Being the premises conveyed to me by deed of Francis N. Bergeron, et alii,
dated March 28, 1972, and recorded in Rockingham Records, Book 2141
Page 438.

WITNESS my hand and seal this 30th day of November, 1982.

Witness:

Margaret L. Baril
Margaret L. Baril

STATE OF NEW HAMPSHIRE

Rockingham, ss.

November 30, 1982.

Then personally appeared the above named Margaret L. Baril and
acknowledged the foregoing instrument to be her free act and deed
before me,

My commission expires: 12-31-1983



DATE: 12/12/77
BY: [Signature]
FOR: [Signature]

LEGEND: G - GAS LINE
W - WATER LINE
S - SEWER LINE
D - DRAIN LINE

NOTES: SEE Technical Plan for
Parcel #2 for DETAIL of
UTILITIES AND ELEVATIONS
(N) SUBDIVISION IN "COMMERCIAL"
DISTRICT OF EXETER

APPROVED BY THE EXETER
PLANNING BOARD ON 12/12/77

[Signature]
CITY ENGINEER

[Signature]
PLANNING BOARD

SEE SURVEY BY JOHN W. DUGAN
BOOK 1293 - PAGE 191 } COUNTY OF ROCKINGHAM RECORDS OF DEEDS
BOOK 1299 - PAGE 161 }

FIRST DEVELOPMENT CORPORATION OF GORHAM
6000 STREET GORHAM NEW HAMPSHIRE
DEED REFERENCE BOOK 1240 - PAGE 129
PARCEL # 2
ACRES = 124,500 ± 84, FT

PORTSMOUTH AVENUE (60' WIDE)

SUBDIVISION PLAN OF LAND

IN
EXETER NEW HAMPSHIRE
FOR FIRST DEVELOPMENT CORP OF GORHAM N.H.
NOVEMBER 16, 1974
SCALE: 1" = 80 FT

GENERAL ENGINEERING INC
400 HOLLIS AVENUE
BROOKFIELD, MASS

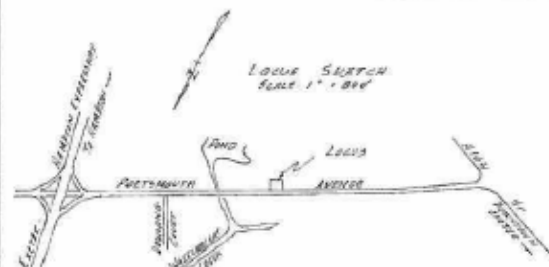


[Signature]

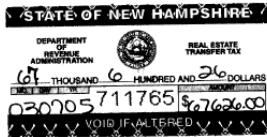
Revised 12/18/77

71-16
20 R

D-3445



BK 4446 P6 2615



Return:

Charles F. Graham
Attorney at Law
142 Portsmouth Avenue
P.O. Box 744
Spartan, N.H. 03885

DEED

First Development Corp., a New Hampshire Corporation

with a business address of PO Box 103, Salem, New Hampshire 03079

for consideration paid,

grants to R E L Commons, LLC, a New Hampshire Limited Liability Company with a business address of 12 Willow Avenue, North Hampton, New Hampshire 03862

with **WARRANTY COVENANTS**,

A certain lot or parcel of land located on the Southeastly side of Portsmouth Avenue (Route 108) in the Town of Exeter, County of Rockingham, State of New Hampshire, bounded and described as follows:

Beginning at a point on the Southeastly sideline of Portsmouth Avenue at the westerly corner of land now or formerly of LinRon, Inc. as described in a deed recorded in the Rockingham County Registry of Deeds in Book 3220, Page 1728. Thence:

- (1) S 46°35'29" E by said land of LinRon, Inc. a distance of Three Hundred Sixty-Four and 16/100 (364.16) feet to a stone monument found and the westerly corner of land now or formerly of the Town of Exeter as described in deeds recorded in said Registry in Book 502, Page 261, and in Book 554, Page 374.

BK 4446 P6 2616

- (2) S 56°08'48" E by said land of the Town of Exeter a distance of One Hundred Fifty-Seven and 48/100 (157.48) feet to a stone monument found.
- (3) S 50°38'40" W by said land of the Town of Exeter a distance of Three Hundred Twenty-Four and 64/100 (324.64) feet to a stone monument found and the northerly corner of land now or formerly of Exeter Health Resources, Inc. as described in a deed record in said Registry in Book 2732, Page 1096.
- (4) S 41°33'13" W by said land of Exeter Health Resources, Inc. a distance of Five Hundred Sixty-Two and 55/100 (562.55) feet to a concrete monument found and the Northeastly sideline of Alumnae Drive.
- (5) Northwestly by said Alumnae Drive, following a curve to the right having a radius of One Hundred Twenty-One and (121.70) feet, an arc distance of Seventy and 14/100 (70.14) feet to a point, said point being located N 52°56'38" W a distance of Sixty-Nine and 18/100 (69.18) feet from the last mentioned concrete monument found.
- (6) N 36°25'57" W by said Alumnae Drive a distance of One Hundred Sixty-Three and 67/100 (163.67) feet to a 5/8" rebar found.
- (7) N 44°12'28" W by said Alumnae Drive a distance of Two Hundred Fourteen and 64/100 (214.64) feet to a point of curvature.
- (8) Northerly by said Alumnae Drive, following a curve to the right having a radius of Thirty-Two and 38/100 (32.38) feet, an arc distance of Forty-Eight and 64/100 (48.64) feet to a point of tangency and the southeasterly sideline of said Portsmouth Avenue.
- (9) N 41°52'00" E by said Portsmouth Avenue a distance of Seven Hundred Ninety-Six and 83/100 (796.83) feet to the point of beginning.

The above described parcel contains 406,226 square feet, or 9.33 acres, and being the same parcel described in deeds to First Development Corporation recorded in the Rockingham County Registry of deeds in Book 1907, Page 146 and in Book 2732, Page 1092, and in book 1960, Page 129. Bearings are referenced to magnetic north 1993.

The above-described parcel is subject to and benefits from certain easements and restrictions recorded in said Registry.

HOMESTEAD RIGHTS DO NOT APPLY.

BK 4446 P6 2617

EXECUTED as a sealed instrument this 4th day of March 2005.

Marilyn E. DiOrio
Marilyn E. DiOrio, President
Edward R. Kaplan
Edward R. Kaplan, Treasurer

STATE OF NEW HAMPSHIRE
COUNTY OF Hillsborough

On this the 4th day of March, 2005, before me, the undersigned officer, personally appeared Marilyn E. DiOrio, who acknowledged herself to be the President of First Development Corp., a corporation, and that she as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of the corporation.

Jennifer Biruk
Notary Public/Justice of the Peace
My Commission Expires:



STATE OF NEW HAMPSHIRE
COUNTY OF Hillsborough

On this the 4th day of March, 2005, before me, the undersigned officer, personally appeared Edward R. Kaplan, who acknowledged himself to be the Treasurer of First Development Corp., a corporation, and that he as such Treasurer, being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of the corporation.

Jennifer Biruk
Notary Public/Justice of the Peace
My Commission Expires:





TOWN OF EXETER

Planning and Building Department

10 FRONT STREET • EXETER, NH • 03833-3792 • (603) 778-0591 • FAX 772-4709

www.exeternh.gov

Date: October 16, 2025
To: Planning Board
From: Carol Ogilvie, Interim Town Planner
Re: Easement Acquisition
Phillips Exeter Property - off Drinkwater Road
Tax Map Parcel #71-119

Easement Acquisition:

The Town's Public Works Department has been working with Phillips Exeter Academy to acquire an easement on PEA property located off of Drinkwater Road and identified as Tax Map Parcel #71-119. The purpose of the easement to permit the proposed construction of a new groundwater supply well and its associated infrastructure. As required in accordance with NH RSA 41:14-a, the Select Board must first obtain a recommendation from the Planning Board (also Conservation Commission and Heritage Commission). I have attached a plan indicating the location, along with supporting documents provided by Public Works Director Steve Cronin for your review.

Suggested Motion:

To send a memo to the Select Board indicating that the Planning Board [recommends] [does not recommend] the acquisition of an easement, over the Phillips Exeter Academy property (Tap Parcel #71-119) as depicted on the plan provided entitled "Overall Site Plan – Exeter Groundwater Improvements" (prepared by Underwood Engineers, dated January 2025) for the purpose of the proposed construction of a new groundwater supply well and its associated infrastructure.

Thank You.

Enclosures (1)



Barbara Mcevoy <bmcevoy@exeternh.gov>

Groundwater

1 message

Stephen Cronin <scronin@exeternh.gov>

Thu, Oct 9, 2025 at 1:35 PM

To: Barbara McEvoy <bmcevoy@exeternh.gov>

Cc: Carol Ogilvie <cogilvie@exeternh.gov>, Kristen Murphy <kmurphy@exeternh.gov>

Barb,

The Town intends to acquire an easement on PEA property off Drinkwater Road for a new groundwater supply well and its associated infrastructure. Per RSA41:14a, the Select Board has referred the proposed easement to the Conservation Commission, Heritage Commission, and Planning Board for consideration and recommendation. I have already been in touch with Kristen and Carol, who have confirmed that this matter will be considered by the Conservation Commission on October 14th, and by the Planning Board on October 23rd. I am requesting that it is also added to the Heritage Commission's October 15th agenda. I have attached a copy of the draft easement deed and the plan that is referenced in the deed. Please let me know if you need any additional information.

Stephen Cronin, Director

Town of Exeter Public Works

[13 Newfields Road](#)

Exeter, NH 03833

(603) 773-6161

www.exeternh.gov/publicworks

2 attachments



PEA 2025 Easement Deed Final Draft 10.09.2025.docx

33K



Proposed Permanent Easements for Water Supply Improvements.pdf

1468K

THE SPACE ABOVE IS FOR RECORDING INFORMATION

EASEMENT DEED

BE IT KNOWN, that Phillips Exeter Academy, a New Hampshire nonprofit corporation with a mailing address of 20 Main Street, Exeter, NH 03833, for consideration paid, hereby grants and conveys to the Town of Exeter, a municipal corporation within Rockingham County with a principal place of business at 10 Front Street, Exeter, NH 03833, with WARRANTY COVENANTS, the following perpetual easement for water supply well purposes over, across, under and through land of the grantor located on the east side of the Exeter River and west side of Drinkwater Road, Exeter, Rockingham County, New Hampshire, more particularly described as:

Permanent Easements

An easement for the purpose of constructing of a water supply well and control building, pipelines, appurtenances, monitoring wells, parking areas and other site improvements, and to maintain, operate, repair and/or replace the well, building, pipelines, appurtenances, monitoring wells, parking areas and other site improvements approximately 800 feet west of Drinkwater Road, as shown on a plan entitled "Overall Site Plan, Exeter Groundwater Improvements, Town of Exeter, Exeter, New Hampshire," prepared by Underwood Engineers, dated January, 2025, on file with the Town of Exeter Department of Public Works ("Preliminary Plan"). Upon completion of construction of the well and transmission lines, an easement plan showing the final location of the easement area and improvements will be recorded.

A 400-foot well radius easement surrounding the water supply well, also as shown on the Preliminary Plan. For so long as the wells are used for a source of public water supply, the area of the easement shall be subject to such land use restrictions as are necessary, in accordance with NHDES guidelines and regulations, to prevent contamination of the wells. No use of the area shall be permitted which could directly or indirectly degrade the quality of the underlying groundwater withdrawn from the onsite Production Well.

An approximately 615-foot long, 30-foot wide easement from Drinkwater Road to the well radius easement for the purpose of constructing a driveway and installing electrical

service and other utilities to the water supply well and control building, together with the right to maintain, operate, repair, and/or replace such driveway and utilities. The location of this access easement is shown on the Preliminary Plan and will also be shown on the final plan.

A 20-foot wide, approximately 2,320-foot long easement for a directionally drilled raw water transmission pipeline, witness posts, appurtenances, and other site improvements running in a generally westerly direction from the well radius easement to the Exeter River. The approximate location of this transmission pipeline easement is shown on the Preliminary Plan; however, given that it is to be directionally drilled, and the location may therefore be altered due to soil conditions or obstructions, the final location of this easement shall be memorialized on the final easement plan, to be prepared and recorded after construction.

The Easements shall remain in effect unless and until the Town elects to cease use of the Easement, upon which time the Easement rights shall terminate. In the event of abandonment of the Easement, the Town will remove the water infrastructure and return the Easement Area as closely as reasonably possible to its original condition at the Town's sole cost and expense. Abandonment shall be defined as either the Town affirmatively renouncing its rights under the Easement, or the failure to use or materially rely on the Easement to supply municipal water for a period of three (3) consecutive years.

Temporary Easements

Temporary easements as necessary for construction and staging. Temporary access shall be provided to the directional drill transition pit area shown on the Preliminary Plan via existing trails and logging roads. Temporary use as a staging area shall be provided at the existing clearing/laydown area northeast of the proposed well. The temporary easements will last for the duration of the construction contract from the Notice to Proceed to Final Completion, or for 2 years from the date of the execution of this agreement, with extensions as mutually agreed to if needed.

At all times when the Easement is in effect, the Town shall repair any damage or disturbance resulting from its exercise of the easements on the Easement Area at its sole cost and expense and shall indemnify and hold the grantor and its successors and assigns harmless therefor. The Town shall be responsible at its sole cost and expense for any utilities serving its facilities located in the easement area.

The Town shall also maintain, and cause any of its contractors or subcontractors that will enter the property, to maintain public entity general liability insurance under RSA 5-B or commercial general liability insurance in an amount of at least \$2,000,000 per occurrence, workers' compensation insurance, and automobile liability insurance. The minimum insurance requirements as to type and amounts shall be subject to reasonable increases at ten (10) year intervals in the reasonable discretion of the grantor.

The burden of this easement shall run with the land of the grantors and shall be binding on the grantors' heirs, successors and assigns until the Town elects to cease use of or abandons the Easement, as defined above. The benefits of this easement shall not be appurtenant to any particular parcel of land but shall be in gross.

Meaning and intending to describe and convey an easement which burdens a portion of the property conveyed to the grantors by deed of Gardiner Gilman dated February 20, 1911 and recorded in the Rockingham County Registry of Deeds at Book 0659, Page 0123.

This conveyance is exempt from transfer taxes pursuant to RSA 78-B:2, I.

EXECUTED this _____ day of _____, 2025.

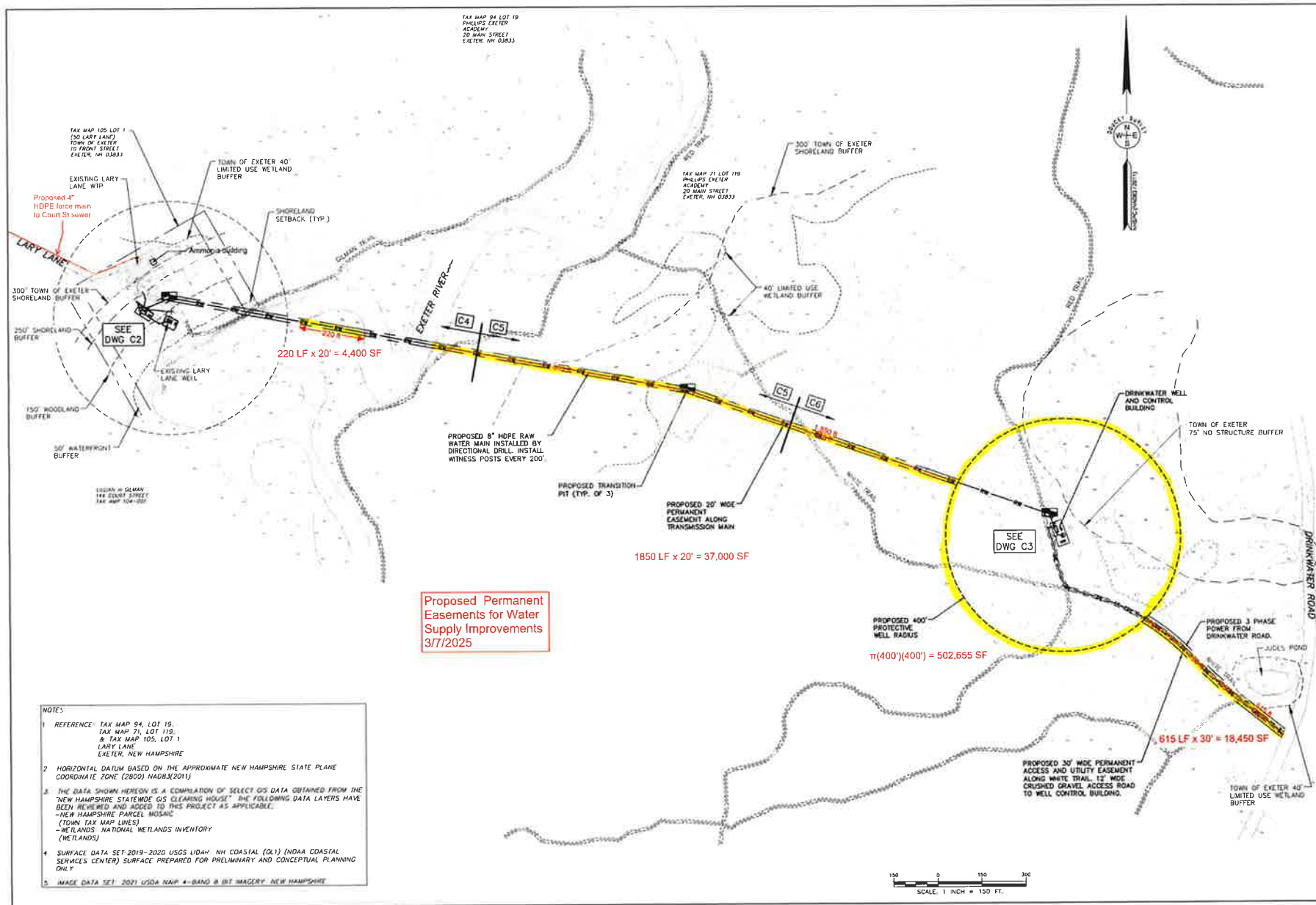
PHILLIPS EXETER ACADEMY

Marijka Beauchesne, Chief Financial Officer
Duly Authorized

**STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM**

The foregoing instrument was acknowledged before me this _____ day of _____, 2025 by Marijka Beauchesne, Chief Financial Officer, Phillips Exeter Academy.

Notary Public/Justice of the Peace
My Commission expires: _____

[illegible]

PRELIMINARY
JANUARY 2025
NOT FOR CONSTRUCTION



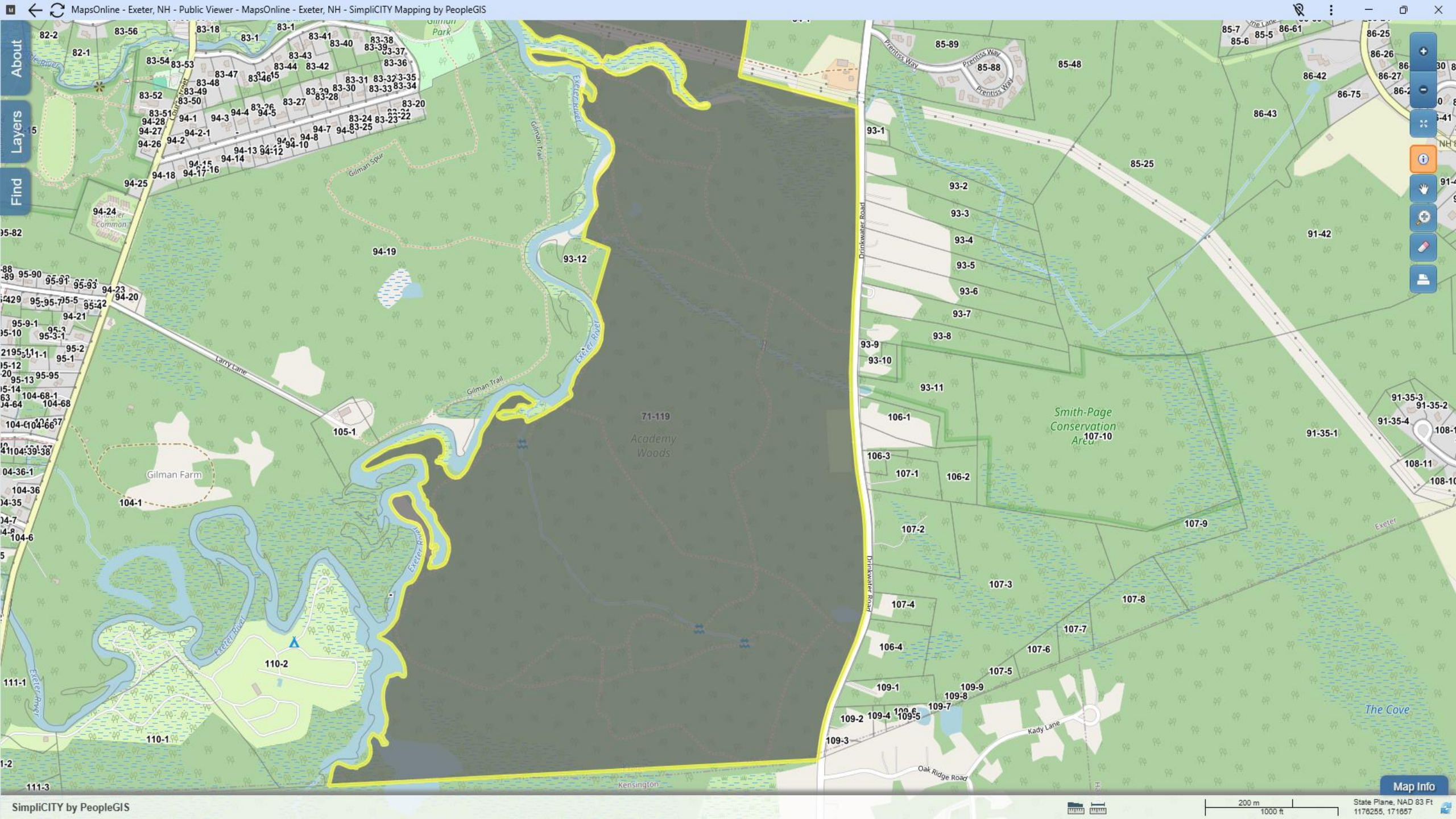
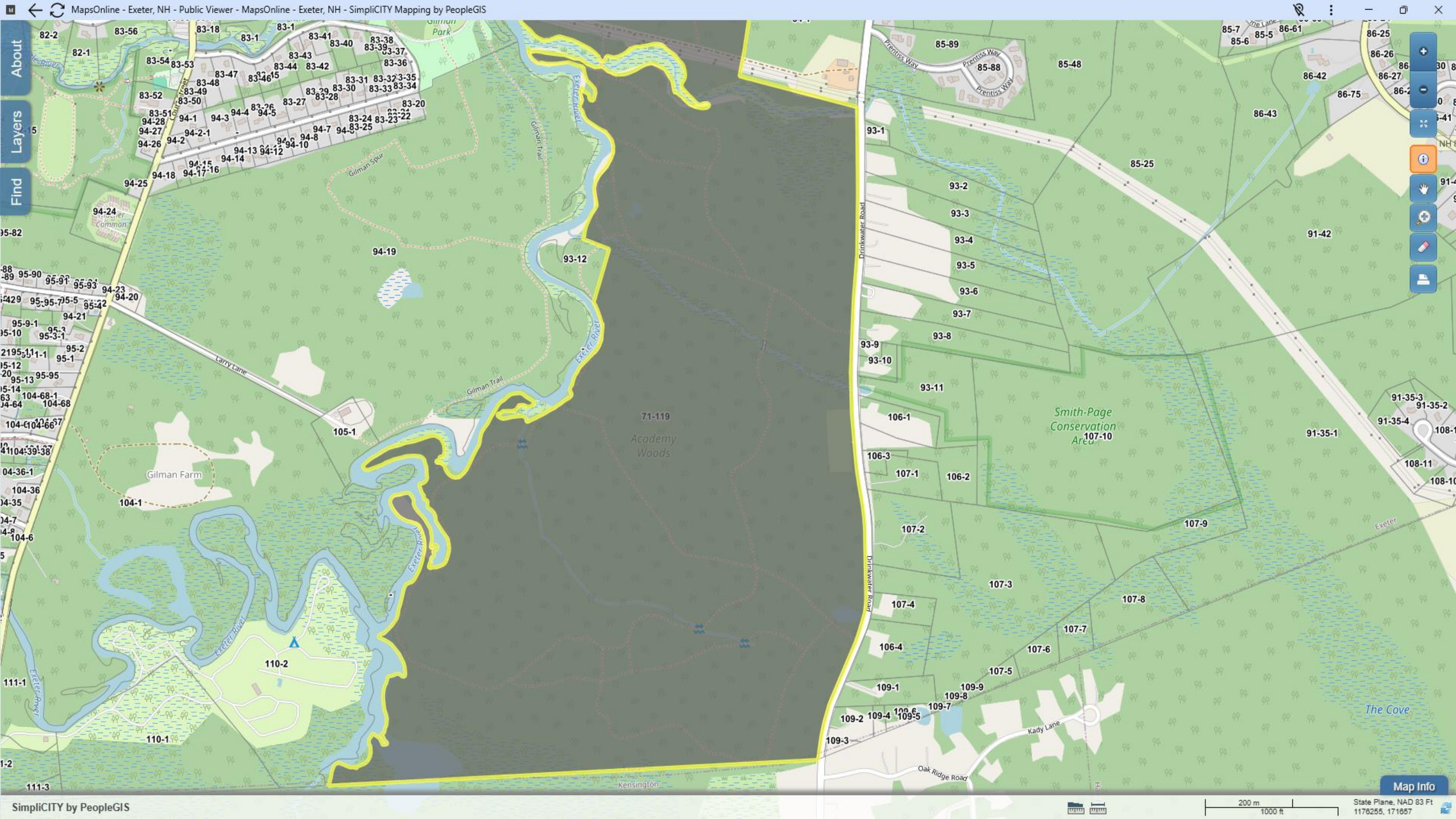
225 Vaughan Mall, Portsmouth, N.H. 03801
Tel 603-436-6192 Fax 603-431-4733

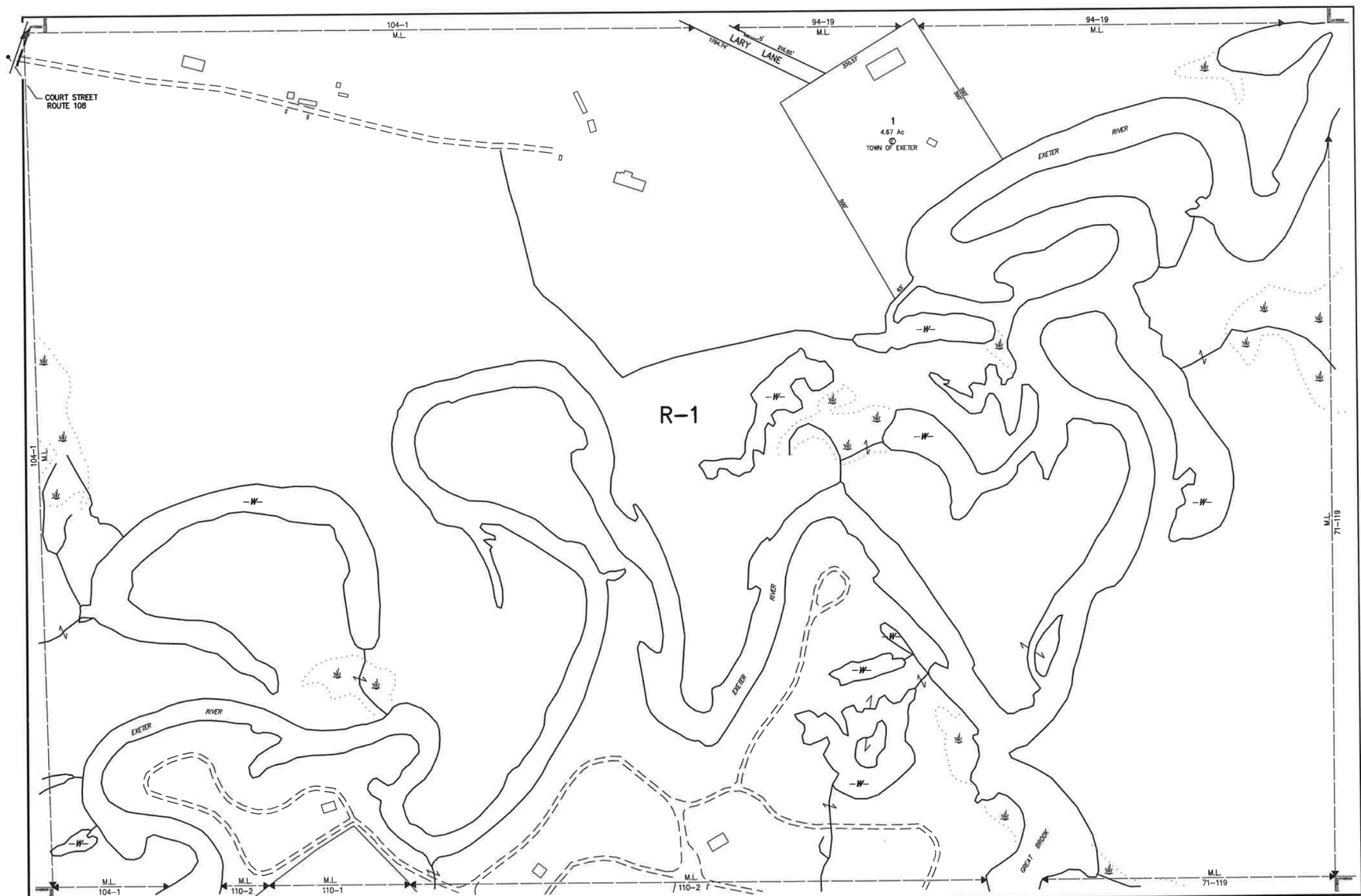
OVERALL SITE PLAN

TOWN OF EXETER
EXETER, NEW HAMPSHIRE

DWG NO
C1

SHEET
OF





THIS MAP IS FOR ASSESSMENT PURPOSES. IT IS NOT VALID FOR LEGAL DESCRIPTION OR CONVEYANCE. THE HORIZONTAL DATUM IS THE NEW HAMPSHIRE STATE PLANE COORDINATE SYSTEM. PHOTOGRAPHY DATE: APRIL 25, 1995 COMPLETION DATE: MARCH 29, 1996	PRODUCED IN 1996 BY CAI Technologies 11 PULASKI STREET, LITTLETON, NH 03043 603.333.6545 • WWW.CAI-TECH.COM	LEGEND AREA SURVEYED Ac AREA CALCULATED AcC RECORD DIMENSION 37' AcC SCALED DIMENSION 100'S MATCH LINE M.L. WATER W	DEED PROPERTY D SUBDIVISION LOT NO. ZONE LIMIT Z RIGHT OF WAY R COMMON OWNERSHIP C BUILDING B WETLANDS W	SCALE 1" = 100' FEET 0 50 100 150 200 250 300 METERS 0 25 50 75 100 REVISED TO : APRIL 1, 2024	PROPERTY MAPS EXETER NEW HAMPSHIRE	INDEX DIAGRAM <table border="1"> <tr> <td>95</td> <td>94</td> <td>93</td> </tr> <tr> <td>104</td> <td>106</td> <td></td> </tr> <tr> <td>111</td> <td>110</td> <td>109</td> </tr> </table> MAP NO. 105	95	94	93	104	106		111	110	109
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