

# PROPERTY INFORMATION PACKAGE #24-2086

# PRIME DEVELOPMENT OPPORTUNITY 2 ADJACENT PARCELS ON COMMERCIAL CORRIDOR 4.15+/- Improved Acres & 25.63+/- Acres Land

Selling in the Entirety – Subject to Reserve of \$1MM 83 & 0 CALEF HWY (RT 125), LEE, NH Wednesday, April 23, 2025 at 12pm On-site

NH Lic. #6018



# **TABLE OF CONTENTS**

# TRANSMITTAL LETTER TERMS & CONDITIONS BUYER'S PREMIUM SAMPLE P&S PROPERTY INFORMATION & PHOTOS LOCATION MAP



The following information is provided to you as a matter of convenience only, and no representation or warranty, expressed or implied, is made as to its accuracy or completeness.

Prospective purchasers of the auction property are responsible for conducting such due diligence of their own as they consider appropriate, prior to bidding at the auction sale.

All information contained within this Property
Information Packet was derived from reliable sources and
is believed to be correct, but is not guaranteed. Buyers
shall rely entirely on their own judgment and inspection.

Announcements from the Auction Block will take precedence over any previously printed material or any other oral statements made.







March 31, 2025

# Dear Prospective Bidder:

JJManning Auctioneers is pleased to offer two adjacent parcels in the entirety only, subject to a reserve of \$1MM in the Lee, NH commercial corridor. The property is located close to the intersection of Routes 4 & 125 in a growing retail location with easy access to camping, speedways, and recreation -- just 5+/- miles to UNH Durham, 15+/- miles to Portsmouth and 30+/- miles to Concord.

83 Calef Highway is a 4.15+/- acre commercial zoned parcel on Rt. 125 with the front portion cleared for unpaved parking and improved by a 3,000+/- sf building f/k/a Lee Circle Antiques and outbuildings. 0 Calef Highway is a 25.63+/- acre parcel zoned in parts commercial & residential.

Please take time to review the rest of this Property Information Package (PIP) for additional information about zoning, district overlays, and easements including r-o-w requirement and a 20+/- ft wetlands crossing easement that runs North to South to Route 4.

The ownership has chosen auction, the accelerated method of marketing, for the sale of these properties. Their decision allows you to set the market price for each with your bids and in the end, to possibly acquire both parcels. You will buy each property at the lowest possible price by bidding one increment higher than the competition. It is an opportunity not to be missed.

As you know, the property is being sold "as is, with all faults". There is a large amount of information in this PIP, please review it carefully. The auction will be held on Wednesday, April 23rd at 12:00 p.m. at 83 Calef Highway, Lee, NH. Don't miss it! If you can't attend but wish to make an Absentee Bid on this property, give us a call.

The sale is not contingent upon your ability to acquire mortgage financing. You are encouraged to pre-qualify yourself with a lender before the auction. This will help you to bid with confidence. Read the Sample Purchase & Sale Agreement in this package. You should consult your attorney with any questions regarding the Agreement. There can be no changes to the Agreement.

Don't forget to have the \$50,000 certified deposit check made out to yourself and brought with you to the auction. You must show the check at registration in order to receive a Bidder Number. You must have a Bidder Number in order to bid at this open, outcry auction.

If you are interested in making a pre-auction offer, it must be tendered on a signed JJManning approved Purchase & Sale Agreement and accompanied by a 10% certified deposit in certified or bank check or by confirmed wire transfer. Please contact us at **auctions@jjmanning.com** or the phone number below for details.

Our experienced auction staff is available to answer your questions at 800-521-0111, and on-site one hour before the auction. We welcome your calls. See you at the auction. Good luck with your bids!

Sincerely,

Justin J. Manning, CAI, AARE

President



# **TERMS & CONDITIONS**

# PRIME DEVELOPMENT OPPORTUNITY

# 2 ADJACENT PARCELS ON COMMERCIAL CORRIDOR 4.15+/- Improved Acres & 25.63+/- Acres Land

Selling in the Entirety – Subject to Reserve of \$1MM

# 83 & 0 CALEF HWY (RT 125), LEE, NH Wednesday, April 23, 2025 at 12pm On-site

NH Lic. #6018

<u>Terms of Sale:</u> 10% deposit of which Fifty Thousand Dollars (\$50,000.00) must be presented in certified or bank check. Remainder of the 10% deposit in wire transfer, certified or bank check by 4:00 p.m. ET on Friday, April 25, 2025. Balance in 30 days.

- <u>A.</u> Make the certified deposit check payable to yourself. If you are the successful bidder, you will endorse the check to JJManning Auctioneers, Escrow Agent.
- <u>B.</u> Closing will take place on or before Friday, Friday, May 23, 2025 (30 days from the auction) unless otherwise agreed upon by Seller, in writing.
- <u>C.</u> A Buyer's Premium of TEN PERCENT (10%) will be added to the high bid. Their sum will constitute the Total Purchase Price. See Buyer's Premium explanation elsewhere in this Bidder Information Package.
- <u>D.</u> The property is being sold "as is, with all faults". We encourage you to thoroughly inspect the property. You must rely on your own inspection and judgment when bidding on this property.
- <u>E.</u> Auctioneer reserves the right to enter protective bids on behalf of Seller.
- <u>F.</u> Auctioneer reserves the right to disqualify any bidders at auctioneer's sole discretion. Should a dispute arise amongst any bidders, auctioneer's decision shall be final and binding.
- <u>G.</u> The property is <u>NOT</u> being sold with a financing contingency, so we recommend that you pre-qualify yourself with your lending institution before bidding at the auction sale. This will allow you to bid with confidence!
- <u>H.</u> Other terms, if any, to be announced at the auction sale.



There will be a Buyer's Premium of 10% added to the high bid. The total of the high bid plus the 10% Buyer's Premium shall constitute the Contract Sales Price.

EXAMPLE:

Bid Price: \$100,000.00

Add 10% Buyer's Premium: \$ 10,000.00

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Contract sales price: \$110,000.00

The contract sales price represents the total due from the buyer and will be the amount entered on the *Purchase & Sale Agreement*.

# PURCHASE AND SALE AGREEMENT

This 23rd day of April, 2025

### 1. PARTIES AND MAILING ADDRESSES

Robert R. Callioras hereinafter called the SELLER, agrees to SELL and

hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

### 2. DESCRIPTION

The land with the buildings thereon known as

0 Calef Hwy., Lee, NH (Assessor Parcel ID 04-006-0400) and 85 Calef Hwy., Lee, NH (Assessor Parcel ID 04-007-0500).

# 3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES

Included in the sale as a part of said premises are the buildings, structures, and improvements now thereon, and the fixtures belonging to the SELLER and used in connection therewith including, if any, all wall-to-wall carpeting, drapery rods, automatic garage door openers, venetian blinds, window shades, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating equipment, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, garbage disposals, electric and other lighting fixtures, mantels, outside television antennas, fences, gates, trees, shrubs, plants, and ONLY IF BUILT IN, refrigerators, air conditioning equipment, ventilators, dishwashers, washing machines and dryers; and none. Any non-titled personal property left at the premises as of closing is considered abandoned and shall become the responsibility of the buyer. The SELLER, its agents or representatives have not made any representations, warranties, promises, covenants, agreements or guarantees, implied or expressed, oral or written with respect to the conformity of the property to any zoning, land use regulations, or suitability for potential development or subdivision.

### 4. TITLE DEED

Said premises are to be conveyed by a good and sufficient Quitclaim Deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven days before the deed is to be delivered as herein provided and said deed shall convey a good and clear record, marketable or insurable title thereto, free from encumbrances, except

- (a) Existing rights and obligations in party walls which are not the subject of written agreement;
- (b) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- (c) Any liens for municipal betterments assessed after the date of this agreement;
- (d) Easements, restrictions and reservations of record;

### 5. PLANS

If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the deed in form adequate for recording or registration.

# 6. PURCHASE PRICE

The agreed pure	hase price for said p	premises isdollars, of whi	ich
	\$	have been paid as a deposit this day and	
	\$	are to be paid in wire transfer, certified, cashier's, treasurer's or bank check(s) by 4:00 pm ET on Friday, April 25, 2025 as the additional deposit	
	\$	are to be paid at the time of delivery of the deed by certified, cashier's, treasurer's or bank check(s)	
	\$	TOTAL	

### 7. TIME FOR PERFORMANCE DELIVERY DEED

Such deed is to be delivered on or before Friday, May 23, 2025 (30 days of the date of this agreement) at the office of SELLER'S attorney, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

# 8. POSSESSION AND CONDITION OF PREMISES

Full possession of said premises, except as herein provided, is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted and (b) in compliance with provisions of any instrument referred to in clause 4 hereof.

# 9. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto, unless the SELLER elects to use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of up to ninety days.

# 10. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

# 11. BUYER'S ELECTION TO ACCEPT TITLE

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction. In which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, either (a) pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration; or (b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.

# 12. ACCEPTANCE OF DEED

The acceptance of a deed by the BUYER, or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

# 13. USE OF SELLER MONEY TO CLEAR TITLE

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed.

### 14. INSURANCE

Until the delivery of the deed, the SELLER shall maintain the insurance on said premises as currently insured.

### 15. ADJUSTMENTS

Collected rents, mortgage interest, water and sewer use charges, operating expenses (if any) according to the schedule attached hereto or set forth below, condominium or home owner's association fees if applicable, and taxes for the then current fiscal year, shall be apportioned and fuel value shall be adjusted, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed. Uncollected rents for the current rental period shall be apportioned if and when collected by either party.

# 16. ADJUSTMENT OF UNASSESSED TAXES

If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained.

### 17. BROKER

BUYER acknowledges that he has engaged no real estate broker, and no real estate broker has in any way been involved in this transaction except any broker previously registered with and acknowledged by AUCTIONEER in writing. BUYER agrees to indemnify and hold harmless the SELLER and AUCTIONEER, including SELLER'S and AUCTIONEER'S reasonable attorney's fees, for any claim made by any real estate broker not registered with and acknowledged by Auctioneer in writing in connection with this transaction.

Buyer's Initials:	
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### 18. DEPOSIT

All deposits made hereunder shall be held in escrow by JEROME J. MANNING & Co., INC as escrow agent subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, the escrow agent may retain all deposits made under this agreement pending instructions mutually given by the SELLER and the BUYER.

### 19. BUYER'S DEFAULT

If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made or required to be made hereunder by the BUYER shall be retained by the SELLER as liquidated damages even if BUYER fails to make the deposit or additional deposit.

### 20. CONTINGENCIES

BUYER acknowledges that this Agreement contains no contingencies affecting the BUYER'S obligation to perform. If the sale as contemplated herein is not consummated for any reason, except SELLER'S inability to deliver marketable or insurable title (subject only to the matters set forth in paragraph 4), then the deposit(s) paid by the BUYER upon the execution of this Agreement and/or any additional deposit required to be made shall inure to and become the property of the SELLER, all as provided in Paragraph (19) hereof.

# 21. WARRANTIES AND REPRESENTATIONS

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement. The BUYER further acknowledges that he is buying the Property as is, with all faults and without warranty of any kind, whatsoever. Buyer acknowledges that buyer has reviewed or been given the opportunity to review the Property Information Packages (PIPS) for this property along with any updates provided up and through the day of the auction.

### 22. CONSTRUCTION OF AGREEMENT

This instrument, executed in multiple counterparts, is to be construed as a New Hampshire contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisee, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

# 23. LEAD PAINT LAW

The BUYER acknowledges that whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six years of age. BUYER further acknowledges that he has been notified of said lead paint law by SELLER and AUCTIONEER.

# 24. SMOKE DETECTORS/SEPTIC/WATER

The BUYER will be responsible for the installation and inspection of smoke detectors and CO2 detectors after closing and once the property is suitable for habitation. If necessary, the buyer shall be responsible for the repair, upgrade or installation of a septic system and/or a well and/or municipal water and/or sewer connections which meet the requirements of the board of health. The closing shall not be contingent upon any certificates of compliance nor contingent upon a certificate of occupancy as the property is being conveyed as is.

### 25. SOPHISTICATED BUYER

The BUYER acknowledges that by registering, participating, and competing to purchase this subject real estate via a PUBLIC AUCTION SALE wherein all contingencies, warranties, and representations have been specifically disclaimed as in paragraphs 20 and 21 of this agreement establishes that the BUYER is knowledgeable and aware of the risks of doing so and possesses a level of sophistication commensurate with the complexity of the sale terms both expressed by this Agreement and the potential of the property being acquired.

	Buyer's Initials:_
NOTICE: This is a legal document that creates binding oblig	ations. If not understood, consult an attorney.
Robert R. Callioras, Seller	BUYER
By:	
Ву:	BUYER
Buyer's Mailing Address (Street or P.O. Box)	Buyer's Attorney (Name)
Buyer's Mailing Address (City, State & Zip Code)	Buyer's Attorney (Firm)
Buyer's Daytime Phone	Buyer's Attorney's Address (Street or P.O. Box)
Buyer's Evening Phone	Buyer's Attorney's Address (City, State & Zip Code)
	Buyer's Attorney's Phone

Jerome J. Manning & Co., Inc., AUCTIONEER/ESCROW AGENT

# PRIME DEVELOPMENT OPPORTUNITY

2 Adjacent Parcels in Lee, NH Commercial Corridor 4.15+ Acres & 25.63+ Acres

To be Sold in the Entirety - Subject to Reserve of \$1MM



Auction: Wednesday, April 23 at 12pm On-Site

Auction to be held at 83 Calef Hwy (Rt 125)



# **JJManning.com** 800.521.0111

179 Old King's Hwy, Yarmouth Port, MA 02675

















### Terms of Sale:

10% certified deposit of which \$50,000 by certified or bank check at the auction & remainder by 4pm ET on Friday, April 25, 2025. Balance in 30 days. 10% Buyer's Premium will be added to the high bid & result will be the total purchase price. Other terms, if any, announced at the sale. All information derived from reliable sources believed correct, but not guaranteed. Buyers shall rely entirely on their own judgment & inspection. Announcements from the Auction Block take

precedence over any previously printed material or any other oral statements made, JJManning Auctioneers is acting exclusively on behalf of Seller in this transaction

Pre-auction Offers: Must be tendered on a signed JJManning approved P&S Agreement & accompanied by a 10% certified deposit in certified or bank check or by confirmed wire transfer in order to be considered.

Buyer's Broker Terms: Up to 2% Buyer's Broker Commission offered. Visit www.JJManning.com for details & mandatory pre-registration requirements.

# 2 Adjacent Parcels in Lee, NH Commercial Corridor 4.15± Improved Acres & 25.63± Acres Land

To be Sold in the Entirety - Subject to Reserve of \$1MM



**AUCTION: Wednesday, April 23 at 12pm On-Site** 

Address: 83 Calef Hwy (Rt 125) [a/k/a 85 Calef Hwy],

Lee, N

**Assessor Parcel ID:** 04-007-0500 **Site Area:** 4.15± Acres (180,687± sf)

**Site:** Front portion cleared for unpaved parking & improved by a 3,000± sf GLA circa 1945 1-story building f/k/a Lee Circle Antiques & outbuildings

**Note:** Successful food truck operation benefitting from an estimated traffic count of 60,000 vehicles/day per seller is to be removed prior to closing & not included in the sale.

Address: 0 Calef Hwy (Off Rt 125), Lee, NH Assessor Parcel ID: 04-006-0400 Site Area: 25.63± Acres (1.116.573± sf)

**Zoning:** Predominately COMM, with portions in RES, Aquifer Conservation & Wet Soils Conservation District Overlavs

**See Property Info Package:** Zoning map(s), deed, plans, 20± ft wetlands crossing that runs N to S to Rt 4.

Auction to be held at 83 Calef Hwy (Rt 125)

Selling in the Entirety
Subject to Reserve of \$1MM



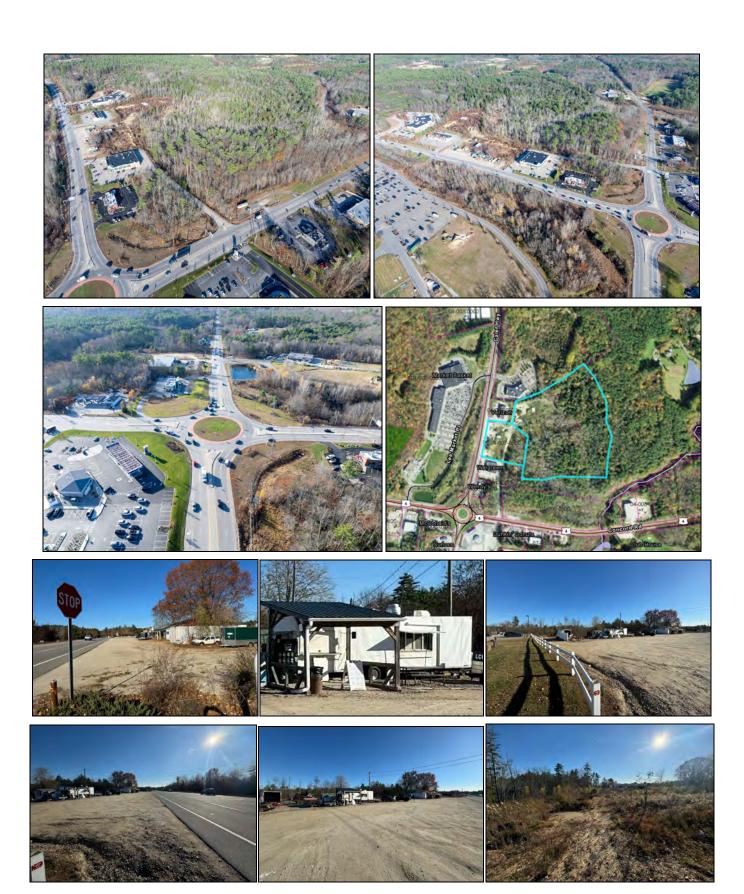
Property Info., Photos, Broker Reg. & Full Terms at:

JJManning.com 800.521.0111

# PHOTO GALLERY 83 (a/k/a 85) & O CALEF HWY, LEE, NH







Town of Lee Print Now

Parcel ID: 000004 000007 000500 (CARD 1 of 1)

Owner: CALLIORAS, ROBERT

CALLIORAS, BARBARA

Location: 85 CALEF HIGHWAY

Acres: 4.148

### General

Valua	ation	Listing History
Building Value: Features: Taxable Land:	\$66,100 \$700 \$805,000	<u>List Date</u> <u>Lister</u> 12/16/2019 STM 10/28/2019 STM
Card Value: Parcel Value:	\$871,800 <b>②</b> \$871,800	12/22/2014 STM 07/19/2005 DSUL 08/20/2002 TMRL

Notes: FADED; LEE CIRCLE ANTIQUE SHOP #85 & OFF HOURS MULTI MEDIA WORKSHOP #83; DNVU 2/3 OF BUILDING; SHED METL=TRAVEL TRAILER THAT SELL BURGERS, 14X16 CONC BLOCK BLDG=NV PR COND. FS \$1,200,000, 12/19: ELECT=100%, 10/19: 3 TRAVEL TRAILERS=NV, CANOPY METAL=NV

### **History Of Taxable Values**

Tax Year	Building	Features	Land	Value Method	Total Taxable
2023	\$66,100	\$700	\$805,000	Cost Valuation	\$871,800
2022	\$66,100	\$700	\$805,000	Cost Valuation	\$871,800
2021	\$66,100	\$700	\$805,000	Cost Valuation	\$871,800
2020	\$193,500	\$600	\$417,600	Cost Valuation	\$611,700
2019	\$193,500	\$600	\$417,600	Cost Valuation	\$611,700
2018	\$193,500	\$600	\$417,600	Cost Valuation	\$611,700
2017	\$193,500	\$600	\$417,600	Cost Valuation	\$611,700
2016	\$193,500	\$600	\$417,600	Cost Valuation	\$611,700
2015	\$107,100	\$600	\$287,600	Cost Valuation	\$395,300
2014	\$107,100	\$0	\$287,600	Cost Valuation	\$394,700
2013	\$107,100	\$0	\$287,600	Cost Valuation	\$394,700
2012	\$107,100	\$0	\$287,600	Cost Valuation	\$394,700
2011	\$107,100	\$0	\$287,600	Cost Valuation	\$394,700
2010	\$82,300	\$0	\$477,700	Cost Valuation	\$560,000
2009	\$82,300	\$0	\$477,700	Cost Valuation	\$560,000
2008	\$82,300	\$0	\$463,500	Cost Valuation	\$545,800
2007	\$82,300	\$0	\$463,500	Cost Valuation	\$545,800
2006	\$82,300	\$0	\$463,500	Cost Valuation	\$545,800

Sale Date	Sale Type	Qualified	Sale Price	Grantor	Book	Page
11/12/1981	IMPROVED	YES	\$180,000	SMITH, IRVING & EVA	1073	054

Land

Size: 4.148 Ac. Site: 02 - COMM SPECIAL 250% COM/IND Zone: Driveway: Neighborhood: Land Use: Road:

Taxable Value: \$805,000

Land Type	Units	Base Rate	NC	Adj	Site	Road	Dway	Торо	Cond	Ad Valorem	SPI	R	Tax Value	Notes
COM/IND	1.950 AC	300,000	R	250	100	100	100	100	100	750,000	0	Ν	750,000	
COM/IND	2.198 AC	50,000	Χ	100	0	0	0	100	50	55,000	0	Ν	55,000	TOPO
			(i)							<b>(i)</b>	<b>(i)</b>	<b>(i)</b>		

# Building

# 1 STORY FRAME COUNTRY ST Built In 1945

Roof:	GABLE OR HIP	Bedrooms:	0	Quality:	MIN+10
	ROLLED/COMPO	Bathrooms:	2.0	Size Adj.	1.1588
Exterior:	CLAP BOARD			Base Rate:	92.00
	CNCRT OR BLK	Extra Kitchens:	0	<b>Building Rate:</b>	0.8807
Interior:	DRYWALL	Fireplaces:	0		
	CUSTOM WOOD	Generators:	0	Sq. Foot Cost:	81.02
Flooring:	PINE/SOFT WD	AC:	NO	Effective Area:	3,021
	CARPET				
Heat:	OIL	Comm. Wall Factor:	100		
	FA DUCTED	Comm Wall:	WOOD	Cost New:	\$244,761
_ Deprecia	ation —				
			_		

Depreciation —						
Normal	Physical	Functional	Economic	Temporary	Total Dpr.	Assessment
FAIR	COND					
33%	40%	0%	0%	0%	73%	\$66,100
I						

# Features

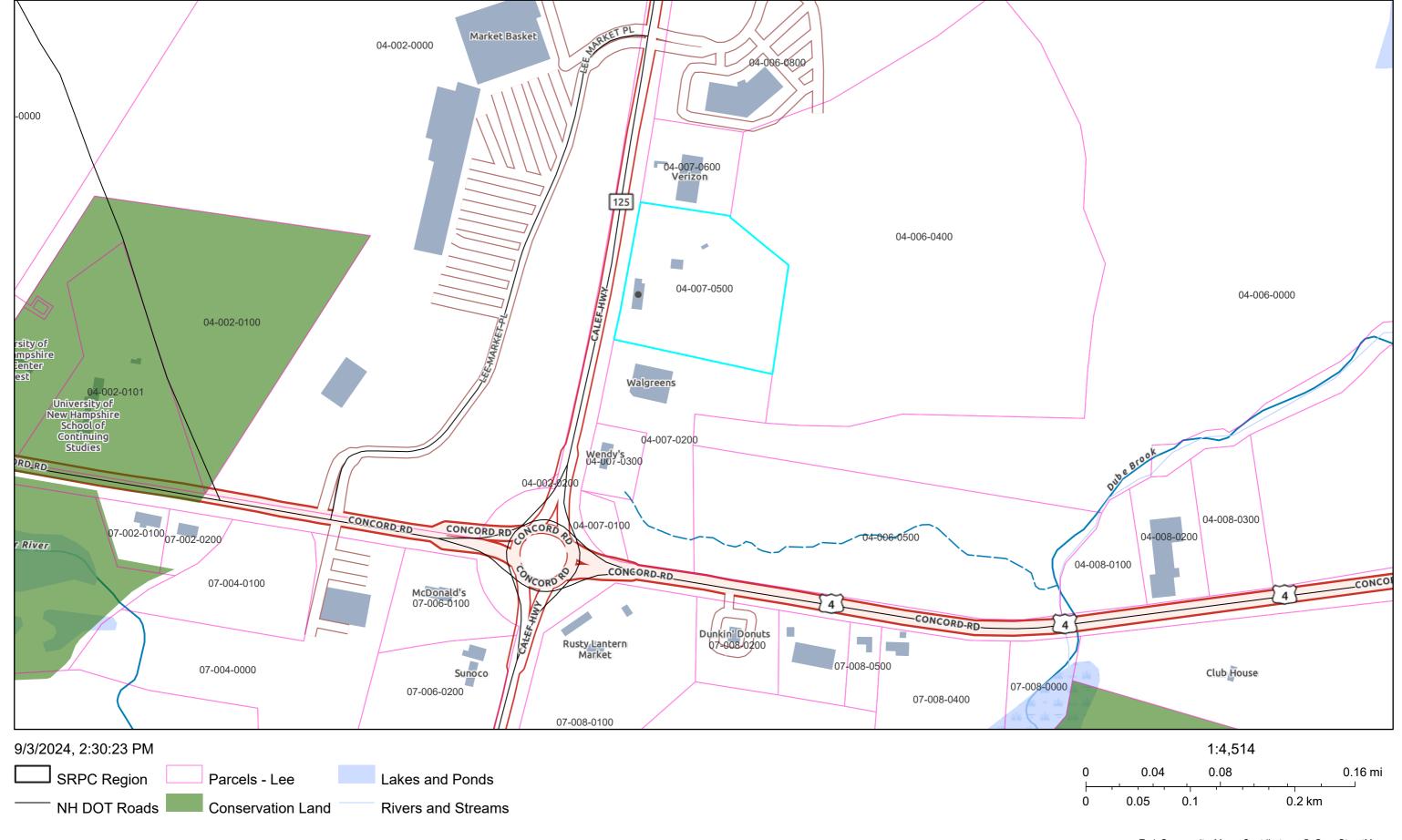
					Total:	\$700	
SHED-METAL	240	30 x 8	127	6.00	40	\$732	
Feature Type	Units	Length x Width	Size Adj	Rate	Cond	Value	Notes

# Photo





Sketch



Esri Community Maps Contributors, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

Town of Lee Print Now

Parcel ID: 000004 000006 000400 (CARD 1 of 1)

Owner: CALLIORAS, ROBERT

CALLIORAS, BARBARA

Location: CALEF HIGHWAY

Acres: 25.633

### General

Valua	ation	Listing History
Building Value:	\$0	<u> List Date</u> <u>Lister</u>
Features:	\$0	05/16/2022 STM
Taxable Land:	\$294,800	03/23/2020 STM
·	\$294,800	12/21/2015 STM
	\$294,800	09/15/2010 JS
	\$294,600	08/19/2002 TMRL
		l l

Notes: LOT LINE REV JUN 22, 1994 VACANT BACKLAND ACCESS THRU 7-5 OR 7-6 - 09-10 - N/C. 12/15- VACANT NC. 3/20: NC, 5/22: NC APPARENT

# History Of Taxable Values

Tax Year	Building	Features	Land	Value Method	Total Taxable
2023	\$0	\$0	\$294,800	Cost Valuation	\$294,800
2022	\$0	\$0	\$294,800	Cost Valuation	\$294,800
2021	\$0	\$0	\$294,800	Cost Valuation	\$294,800
2020	\$0	\$0	\$188,700	Cost Valuation	\$188,700
2019	\$0	\$0	\$188,700	Cost Valuation	\$188,700
2018	\$0	\$0	\$188,700	Cost Valuation	\$188,700
2017	\$0	\$0	\$188,700	Cost Valuation	\$188,700
2016	\$0	\$0	\$188,700	Cost Valuation	\$188,700
2015	\$0	\$0	\$188,700	Cost Valuation	\$188,700
2014	\$0	\$0	\$188,700	Cost Valuation	\$188,700
2013	\$0	\$0	\$188,700	Cost Valuation	\$188,700
2012	\$0	\$0	\$188,700	Cost Valuation	\$188,700
2011	\$0	\$0	\$188,700	Cost Valuation	\$188,700
2010	\$0	\$0	\$200,500	Cost Valuation	\$200,500
2009	\$0	\$0	\$200,500	Cost Valuation	\$200,500
2008	\$0	\$0	\$200,500	Cost Valuation	\$200,500
2007	\$0	\$0	\$200,500	Cost Valuation	\$200,500
2006	\$0	\$0	\$200,500	Cost Valuation	\$200,500

Sale Date	Sale Type	Qualified	Sale Price	Grantor	Book	Page
07/23/1985	VACANT	YES	\$12,000	SAULNIER, DORIS	1179	414

Land

 Size:
 25.633 Ac.
 Site:

 Zone:
 02 - COMM
 Driveway:

 Neighborhood:
 BACKLAND
 Road:

Land Use: 1F RES

Taxable Value: \$294,800

Land Type	Units	Base Rate	NC	Adj	Site	Road	Dway	Торо	Cond	Ad Valorem	SPI	R	Tax Value	Notes	_
1F RES	25.633 AC	50,000	X	92	100	100	100	100	25	294,800		N	294,800	UND ACC TOPO	<b>-</b>

# Building

There Is No Building For This Card

# Features

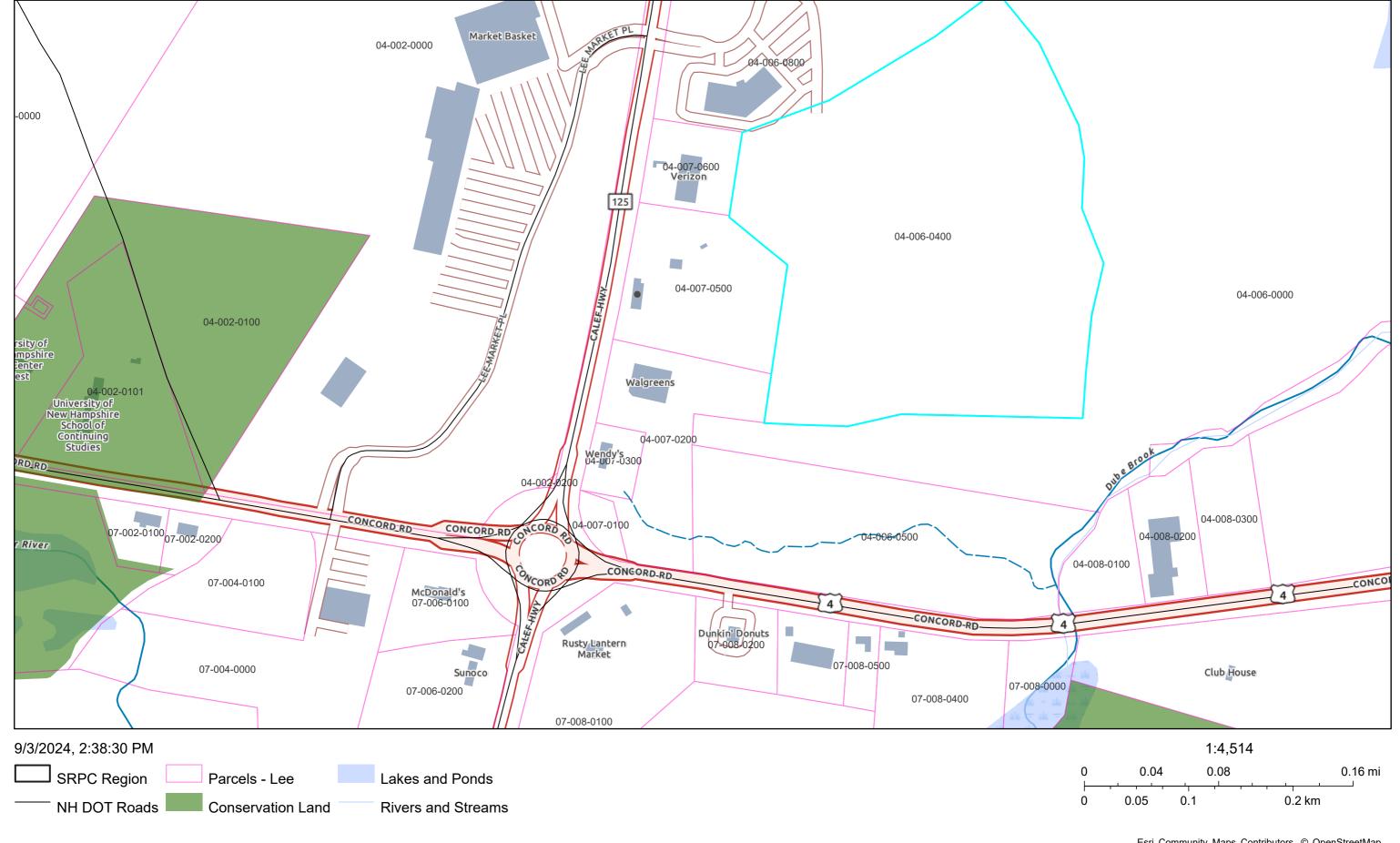
There Are No Features For This Card

# Photo

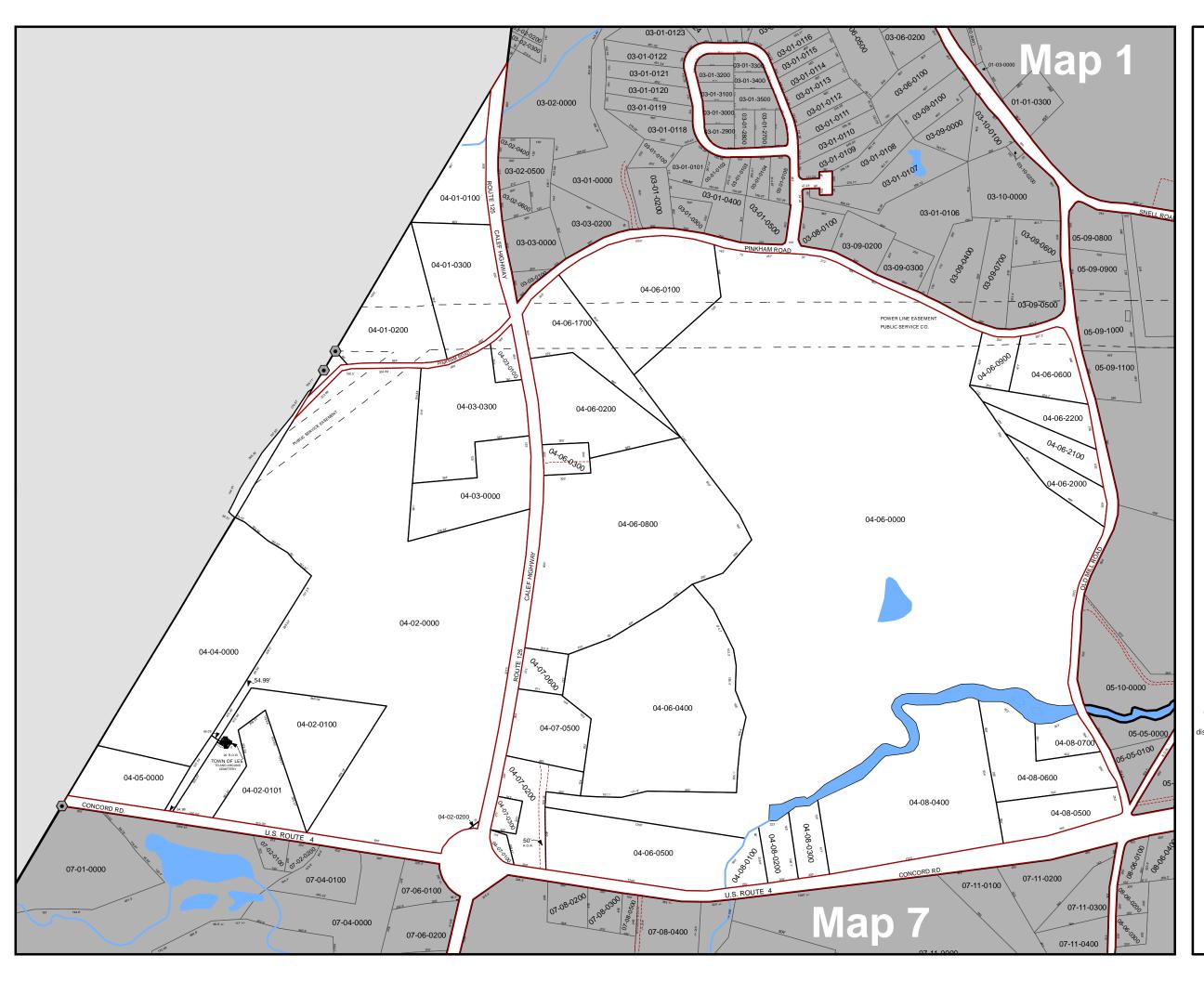
There Is No Photo For This Card

# Sketch

Printed on 10-29-24



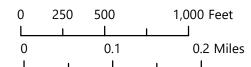
Esri Community Maps Contributors, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS



# Map 4

TAX PARCELS MAP **LEE**NEW HAMPSHIRE





# Legend

- Parcels Current Map Sheet
- Parcels Adjacent Map Sheets
- -----TractLine
- Right-of-Way Easements
- Cemeteries
- Cemetery
- Rivers and Streams
- Lakes and Ponds

THIS MAP IS FOR ASSESSMENT PURPOSES ONLY.
IT IS NOT INTENDED FOR LEGAL DESCRIPTION
OR CONVEYANCE.

Original tax maps were recompiled onto 1:24,000 NH GRANIT GIS base data and digitized to form a digital composite map in October 1997. Parcel shapes were distorted as part of the compilation process. Therefore, map measured distances and areas may be different than reported distances and areas.

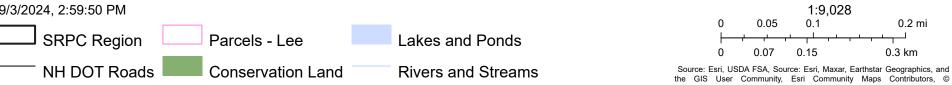
First Printing: May 1980

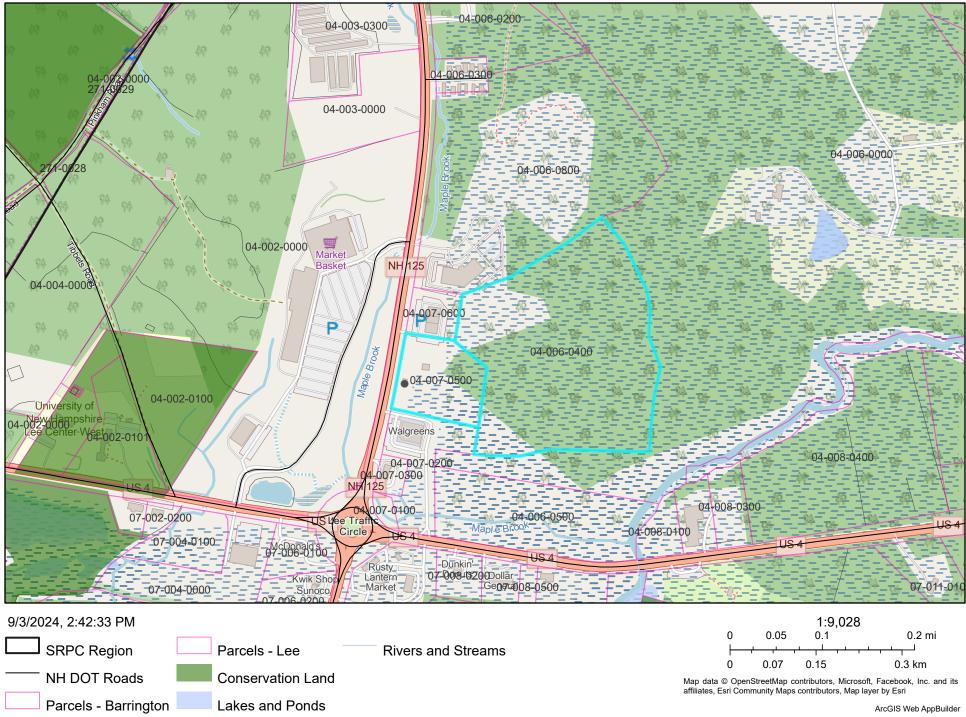
REVISED TO: APRIL 1, 2021

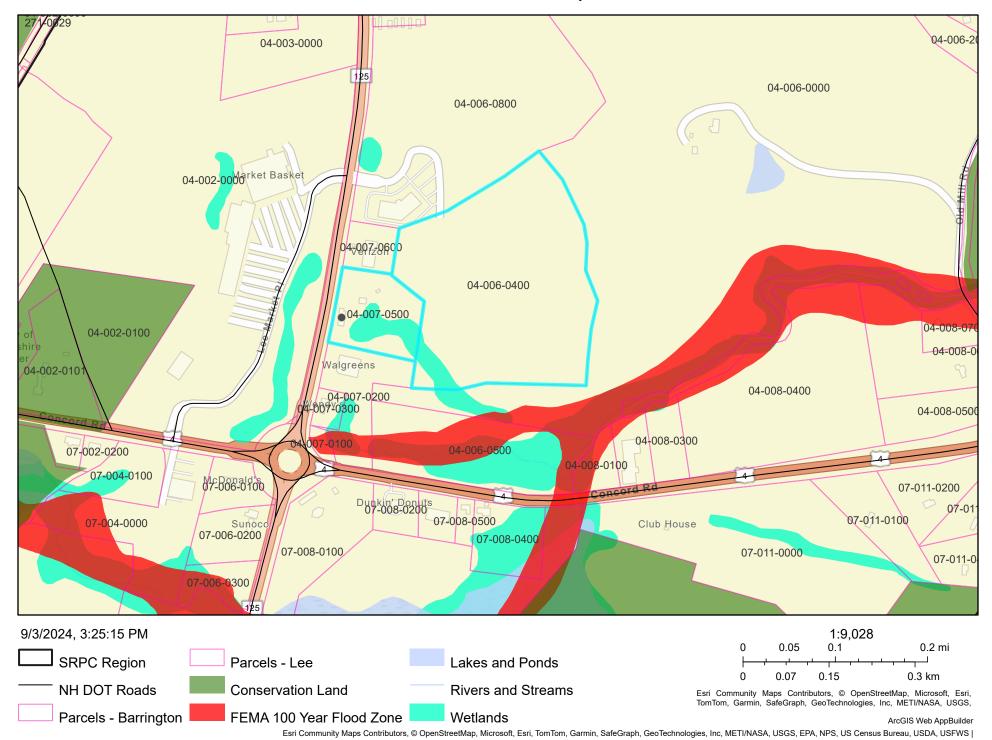


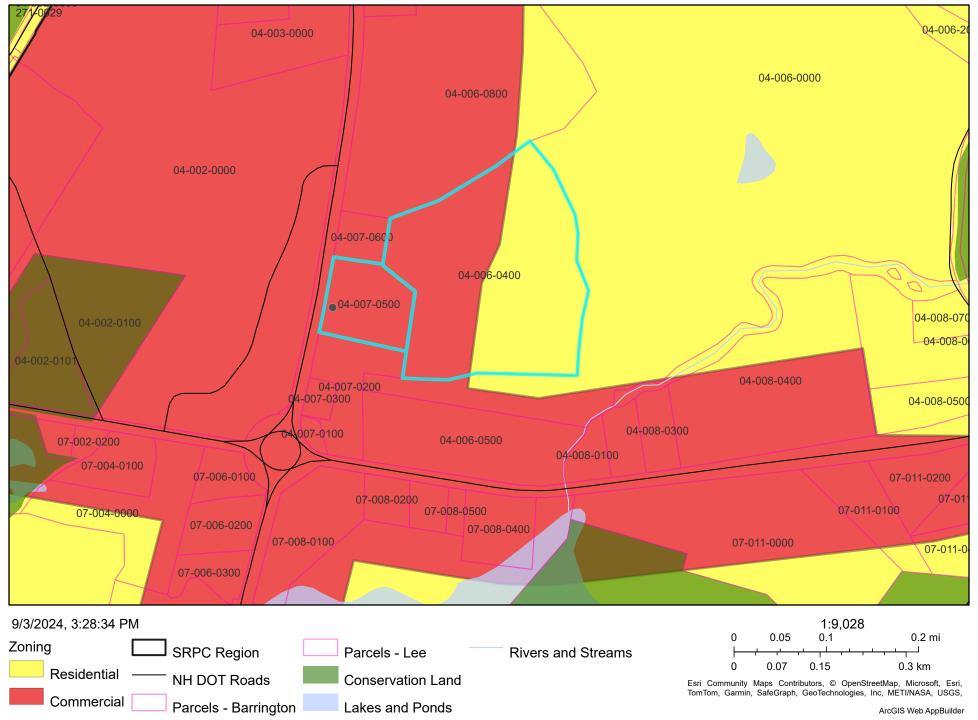


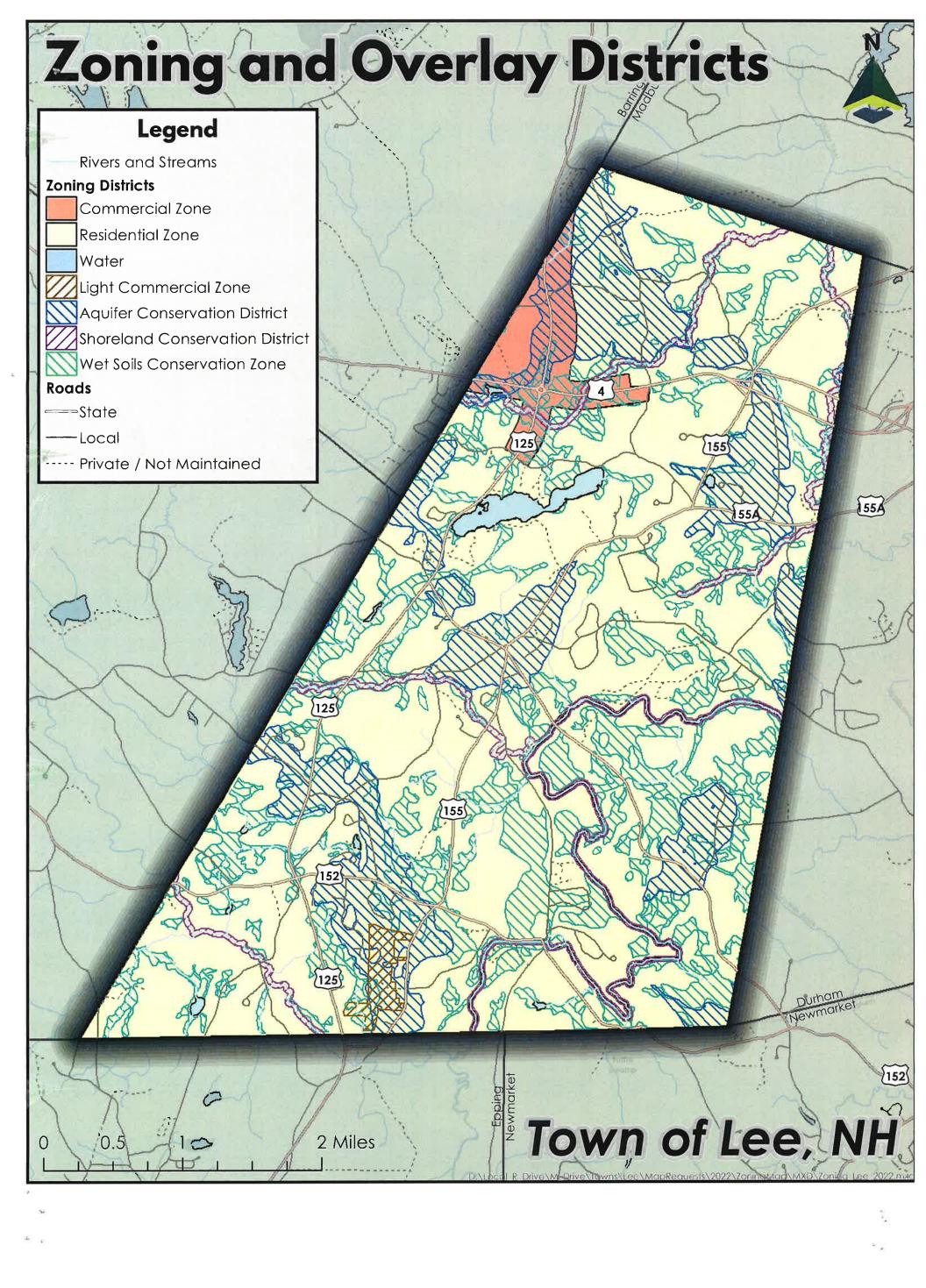












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9	STATE OF NEW HAMPSHIRE	
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	TAX ON TRANSFER	E STATE OF NEW HAMPSHIRE
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w.	P.B.	VVAKK= =================================
0	10666	10 L
-		10688

Doris A. Saulnier, single person

	of Hall Road
>	(Street Address)
Barrington  (Town or City)	, Strafford County, State of
Wew Hampshire, for consideration paid, gr	ant to. Robert R. Callioras and Barbara E. Callioras, ants with right of survivorship  Of Route 4
S	of Route 4
-II Northman	
(Town or City)	Rockingham
New Hampshire	, with WARRANTY convenants, the

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

A certain tract or parcel of land situate off the easterly side of the Calef Road in the Town of Lee, County of Strafford and State of New Hampshire, bounded and described as follows:

Beginning at the northwesterly corner of the land herein described and at the northeasterly corner of the land now or formerly of Harry A. Munroe and Florence M. Munroe said point being on the southerly boundary of land now or formerly of the heirs of Wallace Bicknell and two hundred seventy two (272) feet easterly of the said Calef Road; thence running easterly by said Bicknell land a distance of one thousand six hundred seventy eight (1,678) feet, more or less, to an iron pipe at land formerly of Otis Woodman and now or formerly of one Peters; thence turning and running southerly by land of said Peters a distance of nine hundred sixty (960) feet, more or less, to an iron pipe; thence turning and running westerly by said Peters land as the wire fence runs to an iron pipe; thence turning and running southerly by land of said Peters to an elm tree and land now or formerly of Thomas Saulnier; thence turning and running northerly by land of said Saulnier to an iron pin at the northeasterly corner of said Saulnier land; thence continuing northerly by land formerly of Peters and now or formerly of one Johnson a distance of one hundred eighty (180) feet, more or less, to the northeasterly corner of said Johnson land at land now or formerly of Peters; thence turning and running S 48° E by land of said Peters a distance of ninety four (94) feet, more or less, to an iron pin at the southeasterly corner of land of said Peters; thence turning and running northerly by land of said Peters a distance of one hundred sixty three (163) feet, more or less; thence turning and running N 33° W by land of said Peters a distance of one hundred thirty five (135) feet, more or less, to an iron pipe at the southeasterly corner of land of said Munroe; thence turning and running northerly by land of said Munroe a distance of two hundred seventy two (272) feet, more or less, to the point of beginning. Said tract being a portion of the Layne Lot and consisting of thirty (30) acres, more or less.

Excepting and reserving the right to pass and repass from the northerly boundary of land conveyed to one Peters in a northerly direction to other land of the said Peters northerly of the above described premises for which reference is made to deed dated February 25, 1954, recorded in Book 627, Page 131 of said Registry.

Meaning to convey the same premises conveyed to Thomas F. Saulnier and Doris A. Saulnier as joint tenants with right of survivorship by deed of Richard H. Keefe dated June 22, 1967 and recorded in Strafford County Registry of Deeds at Book 829, Page 236. The said Thomas F. Saulnier having deceased and the said Doris A. Saulnier being the surviving joint tenant.

Also a fifty (50) foot wide easement running southeasterly from Route 125 in Lee, County of Strafford and State of New Hampshire to the above described tract, said easement to be used by the grantees, their heirs and assigns, for ingress and egress by foot and on vehicle from Route 125 to said tract. The northeasterly boundary line of said easement is the southwesterly boundary line of land conveyed by Irving N. Smith and Eva E. Smith to George Legere by deed dated August 20, 1980 and recorded in Strafford County Registry of Deeds at Book 1053, Page 86.

For reference to said right of way, see easement of Irving N. Smith and Eva E. Smith to Thomas F. Saulnier dated July 20, 1981 and recorded in Strafford County Registry of Deeds at Book 1068, Page 012. See also Estate of Thomas F. Saulnier.

Excepting the parcel of land sout to walgreens.

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usband of said Grantor, release to said Grantee all rights of
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tday ofOctober, 1984
Moris a. Saulnier
ber A.D. 19. 84 by aulnier
15 9
Re Q: Whi

REGISTER OF DEEDS STRAFFORD COUNTY KNOW ALL MEN BY THESE PRESENTS, That Irving N. Smith and Eva E. Smith, of Post Office Box 133, Atkinson, County of Rockingham and State of New Hampshire

for consideration paid, grant to Robert R. Callioras and Barbara E. Callioras, of Route 4, Northwood, County of Rockingham and State of New Hampshire,

with warranty covenants

as joint tenants with rights of survivorship,

A certain tract or parcel of land together with the buildings thereon situated on the Easterly side of the Calef Highway (Route 125) in Lee, County of Strafford and State of New Hampshire, bounded and described as follows:

Beginning on the Easterly side of the Calef Highway at the Northwesterly corner of land formerly of Thomas Saulnier now of Robert R. Callioras and thence running:

- (1) Northerly along the Easterly side of Calef Highway 348 feet, more or less, to land conveyed by Irving N. and Eva M. Smith to George Legere dated August 20, 1980, and recorded in Strafford County Registry of Deeds, Book 1053, Page 86.
- (2) Easterly by land of George Legere 272 feet, more or less, to land of Thomas F. Saulnier being the 30 acre tract conveyed to Thomas F. and Doris A. Saulnier by deed of Richard H. Keefe, commissioner to sell the real estate of the late Seth W. Sherburne by deed dated June 22, 1967, and recorded at Book 829, Page 236.
- (3) South 33° 04' East along Saulnier land 135 feet, more or less, to an iron pin; South 51° 46' East by Saulnier land 163 feet, more or less, to an iron pin; North 54° 07' West 94 feet, more or less, by Saulnier land to a marker; and South 29° 28' West by Saulnier land 180 feet, more or less, to iron pin at land of Robert R. Callioras.
  - (4) Westerly by land of Robert R. Callioras 210 feet, more or less, to Calef Highway and the point of beginning.

Reserving and excepting a 50 foot wide easement running along the northerly boundary of the above parcel from Calef Highway to land of Saulnier conveyed to Thomas F. Saulnier by deed of Irving N. and Eva M. Smith dated July 20, 1981, and recorded at Book 1068, Page 12.

Reserving and excepting a passageway 25 feet wide running from Calef Highway to land of Saulnier as more particularly described in the deed from Harold and Velma Szacik to Johnson Farm Supply of N.H., Inc. dated March 2, 1967, and recorded at Book 824, Page 287.

Being a portion of the premises conveyed to Irving N. Smith and Eva M. Smith by deed of Johnson Farm Supply Company of N.H., Inc. dated June 29, 1971 and recorded at Book 887, Page 109.

For further title reference, see deeds of Seth W. Sherburne to Forest C. Peters dated March 30, 1956 and recorded at Book 659, Page 19; July 6, 1954 and recorded at Book 632, Page 147; April 14, 1954 and recorded at Book 629, Page 82; and February 25, 1954 and recorded at Book 627; Page 131.

The above description at paragraph (3) corrects the scriveners error in describing the Easterly boundary of the parcel running along land of Thomas F. Saulnier found in the deeds from Johnson Farm Supply Company of N. H., Inc. to Smith dated June 29, 1971 and recorded at Book 887, Page 109; Harold and Velma Szacik to Johnson Farm Supply of N.H., Inc. dated March 2, 1967 and recorded at Book 824, Page 287; Melvin H. and Esther Johnson to Harold and Velma Szacik dated March 2, 1967 and recorded at Book 824, Page 282; Forest C. Peters to Melvin H. Johnson and Esther S. Johnson dated April 4, 1956 and recorded at Book 659, Page 177 and Seth W. Sherburne to Forest C. Peters dated April 14, 1954 and recorded at Book 629, Page 82.

Grantors are husband and wife and national and wife and national and other interests therein.
Witness. Our hands andswak this 12th day of noramber, 1981  Oudeth a Gills Straigh Smith  Eva E. Smith
State of New Hampshire
Pockergham ss.: November 12 A.D. 1981
Personally appeared Irving N. Smith and Eva E. Smith
known to me, or satisfactorily proven, to be the person S whose nameS
subscribed to the foregoing instrument and acknowledged that the y executed the same
for the purposes therein contained.  Before me,  Justice of the Peace - Notary Public.

Lours D. Cray

REGISTER OF DEEDS

# DEED OF WARRANTY

Ir	ring N. Smith and Eva E.	Smith, husband and wife	······································
of Han	pstead	, Rockingham	Country State
New Hampshire	, for consideration paid grant to	mt m	County, State of
r e	, for consideration paid, grant to	Inomas F. Saulnier, m	arried person
		of Hall Road (Stree	et Address)
	rington (Town or City)		County, State o
New	Hampshire	, with WARRANTY covenar	its, the
(Descript	ion of land or interest being co	nveyed: incumbrances, exception	s, reservations, if any)
Lee, County o owned by Thom and assigns, said 27 acre westerly boun by deed dated Deeds at Book  Being a Farm Supply C the Strafford  The gran any other eas:	(50) foot wide easement of Strafford and State of as F. Saulnier; said ease for ingress and egress by tract. The northeasterly dary line of land conveyed August 20, 1980 and recompany of the premises company of New Hampshire, County Registry of Deeds tee by acceptance of this ements he has over proper E Strafford and State of	New Hampshire, to a 27 as sement to be used by the a foot and on vehicle from boundary line of said and by the within grantors orded in the Strafford Commonweyed to the grantors Inc., dated June 29, 197 at Book 887, Page 109.	grantee, his heirs om Route 125 to easement is the south- to George Legere ounty Registry of  by deed of Johnson 1 and recorded in
curtesy, homestead	N. Smith hus I and other interests therein.	band was necessarily release	to said Grantee all rights of
Witness Oul	hand this	day of	July , 1981 .
Witness:	E. Allard E. Allard	Irving Va.	N. Smith Smith
State of New H	ampshire, The foregoing is	nstrument was acknowledged bel	fore me this Lock
County of Stra	fford day of	Guly A.	D. 19.81, by
MOTARY	Pauro D. Carey	h and Isva E. Smith	
PUBLIC	REGISTER OF DEEDS	Jean E.	Ullard
THE BUILD OF THE B	STRAFFORD COUNTY	0	Justice of the Peace. Notary Public.
JEA!	E. ALLARD. Notary Public		, , , , , , , , , , , , , , , , , , ,

# Know All Men By Chese Presents

THAT I, Seth W. Sherburne of Lee, in the County of Strafford and State of New Hampshire, single person,

for consideration paid, grant to Forest C. Peters of Rochester, in said County of Strafford and State of New Hampshire with warranty convenants, the a certain piece of land with the buildings thereon, situated in said Lee, bounded and described as follows; Beginning at an iron marker situated at a point One Hundred and Forty-five (145) feet Easterly from the Calef Road, and running thence Northerly by other land of the grantor a distance of Che Hundred and Seventy-five (175) feet to an iron marker; thence running Easterly by other land of the grantor a distance of One Hundred and Seventy-five (175) feet to an iron marker; thence running Southerly by other land of the grantor a distance of One Hundred and Seventy-five (175) feet to an iron marker; thence running Westerly by other land of the grantor a distance of One Hundred and Seventy-five (175) feet to the place begun at. nundred and Seventy-rive (175) feet to the place begun at.
Together with the privilege of using a right of way from the Calef
Road Easterly to the above described premises, said right of way
to be Twenty-five (25) feet in width; the location of said right
of way to be agreed upon by the parties hereto.

There is also included the right to pass and repass from the
Northerly boundary of the within described premises in a Northerly
direction to land which the grantee owns Northerly of the above
described premises.

described premises.

MXMAGENCE REPORTED TO A SECOND SECOND ASSESSED A SECOND ASSESSED AS A SECOND ASSESSED AS A SECOND AS A

(ROTES STOCK) STOCK STOC

Witness my hand and seal

this 25th day of

February

, 19 54.

Seth Or Sherburn

STATE OF NEW HAMPSHIRE

COUNTY OF STRAFFORD

On this the 25th. day of February , 1954, before me, the undersigned officer, personally appeared Seth W. Sherburne whose name 18 subscribed to the within instruknown to me (or satisfactorily proven) to be the person executed the same for the purposes therein contained. ment and acknowledged that he

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

Title of Officer.

RECEIVED 1:50 P. M. Feb. 25, 1954

EXAMINED BYSTAME Morin Dube Register

KNOW ALL MEN BY THESE PRESENTS

DUCKEL TOO THIS IIII age for I at at out of

THAT I, Forest C. Peters, of Lee, County of Strafford and
State of New Hampshire, for consideration paid, grant to Lelvin II,
Johnson and Esther S. Johnson, both of East Barrington, in said
as joint tenents with rights of survivorship,
County and State, with warranty covenants, a certain parcel of
land with the buildings thereon, situated in said Lee, bounded and
described as follows, viz:

Beginning at an oak and pin on the Southerly side line of land of Harry Funroe; and running thence South 62° 30' East One Hundred Seventy-two (172) feet, more or less, by land of said Lunroe; thence running South 33° East by land of Seth W. Sherburne a distance of One Hundred Thirty-five (135) feet, more or less, to an iron pipe; thence Southerly by other land of said Sherburne a distance of One Hundred Sixty-three (163) feet, more or less, to an iron pin; thence running North 48° Test a distance of Two Hundred Thirty-two (232) feet, more or less, by other land of said Sherburne to an iron pin; thence running North 48° Test a distance of Two Hundred Thirty-two (232) feet, more or less, by other land of said Sherburne to an iron pin; thence running North 35° 20' East by lend of the grantor a distance of One Hundred Seventy-five (175) feet, more of

There is also included in this conveyance the right to use in common with others a passageway Twenty-five (25) feet in width, which is described as follows: Beginning at an iron pin at the Southwesterly corner of the above described parcel of land; and running thence North 480 West by other land of the grantor a distance of Seventy-two (72) feet, more or less, to an iron pipe at the Calef Road; thence running Northeasterly by said Calef Road a distance of Twenty-five (25) feet, more or less, to an iron pin at other land of the grantor; thence running Southeasterly by other lend of the grantor on a line parallel to the first boundary of this passway to the land above described; thence running Southerly by the land above described to the point of beginning. The intent of this deed is to describe a passageway Twenty-five (25) feet in width. Nevertheless, I do reserve to myself, my heirs and assigns, and to Seth W. Sherburne, his heirs and assigns, the right to make use in common with others of the last above described passway, and the right to use the passway extending through the first parcel of land above described in a Northeasterly direction to other land of the grantor and of Seth W. Sherburne. Meaning and intending to convey hereby the premises conveyed to me by deed of Seth W. Sherburne dated April 14, 1954 and recorded in the Strafford County Registry of Deeds, Book 629, Page 82 and by deed of said Sherburne dated February 25, 1954 and recorded in said Registry of Deeds, Book 627, Page 131 and subject to the terms, conditions and restrictions contained in said deeds, which deeds are incorporated herein.

Also one other certain parcel of land with the buildings thereon, situated in said Lee, bounded and described as follows; Beginning on the Easterly side of the Calef Road at the Bouthwest corner of land of Harry Monroe; and running thence Easterly by said Lonroe land One Hundred (100) feet, more or less, to an oak tree and an iron pipe at other land of the grantor, hereinabove described; thence running Southerly by other land of the grantor a distance of One Hundred Thirty-two (132) feet, more or less, to a driveway at a point Seventy-eight (78) feet, more or

LINER

659 177

KNOW ALL MEN BY THESE PRESENTS, That JOHNSON FARM SUPPLY COMPANY OF N.H. INC. A CORPORATION DULY ORGANIZED AND HAVING A PRINCIPAL PLACE OF BUSINESS AT LEE, COUNTY OF STRAFFORD AND STATE OF NEW HAMPSHIRE

for consideration paid, grant to Irving N. Smith and Eva M. Smith, husband and wife, as joint tenant with right of survivorship

with marranty rouenants a certain tract or parcel of land with the buildings thereon situated on the Easterly side of the Calef Highway in Lee, County of Strafford and State of New Hampshire, bounded and described as follows:

Beginning on the Easterly side of the Calef Highway at the Northwesterly corner of land now or formerly of Thomas Saulnier; thence running Northerly along the Easterly side line of Calef Highway Six Hundred Twenty (620) feet, more or less, to a marker at the Southwesterly corner of land now or formerly of the heirs of one Bicknell; thence running Easterly by said Bicknell land Two Hundred Seventy Two (272) feet, more or less, to amarker at land formerly of Seth Sherburne; thence running Southerly by said Sherburne land Two Hundred Seventy Two (272) feet more or less to a marker; thence running South 33° East along said Sherburne land One Hundred Thirty Five (135) feet, more or less, to an iron pin; thence running Southerly by said Sherburne land One Hundred Sixty Three (163) feet, more or less, to an iron pin; thence turning and running North 48° West along said Sherburne land Two Hundred Thirty Two (232) feet, more or less, to an iron pin; thence turning and running Southerly along said Sherburne land One Hundred Eighty (180) feet, more or less, to a marker at said Saulnier land; thence turning and running Westerly along said Saulnier land Two Hundred Ten (210) feet, more or less, to the point of beginning.

Meaning and intending to convey the same premises conveyed to the Grantor by deed of Harold Szacik et al dated March 2, 1967, recorded in the Strafford County Registry of Deeds Book 824 Page 287, and dated March 13, 1968 recorded in said Registry of Deeds Book 840 Page 234 and by deed of Melvin H. Johnson et als dated March 11, 1969 recorded in said Registry Book 855 Page 183, together with all rights of way appurtenant thereto and subject to a certain right of way described therein.



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Witness. hand and seal this	day of June 2911. 11944-
Tuynur & S. Marshall &	Johnson Farm Supply Company of N. Inc.  By Harol Jane 15.
	NOSIM MA

State of Month Maine

York

June 29 A. D. 1971

Personally appeared Harold J. Szacik, Treasurer

known to me, or satisfactorily proven, to be the person

whose name as Treasurer is

REGISTER Of DEFOROSES THOUSANDED NEMBORK Intended on behalf of said Corporation Bull STRAFFORD COUNTY

Before me Carry

My Commission Expires May 4, 1978

Marjore E. Helmes

DV - District Of the Peace - Nothing Publication

BK-, 887 PGE-109

2 Bedford Farms Drive Bedford, NH 03110 Doc # 0043612 Dec 23, 2008 2:28 PM Book 3699 Page 0921 Page 1 of 22 Register of Deeds, Strafford County

**RETURN RECORDED DOCUMENT TO:** 

Walgreen Eastern Co., Inc 104 Wilmot Road, MS #1420 Deerfield, Illinois 60015 Attn: Gregory Kunstman

# RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS

THIS RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS (the "Agreement") is made and entered into this 3 rd day of December, 2008, by and between Robert R. Callioras and Barbara E. Callioras, with an address of 774 First NH Turnpike, Northwood, New Hampshire, 03261, (the "Parcel A Owner"), Robert R. Callioras and Barbara E. Callioras, with an address of 774 First NH Turnpike, Northwood, New Hampshire, 03261, (the "Parcel B Owner") and 91 Calef Highway LLC, a New Hampshire limited liability company with an address care of Botsini Corporation, 450 Station Avenue, South Yarmouth, Massachusetts 02664 (the "Parcel C Owner").

# **RECITALS**

- A. The Parcel A Owner is the owner of that certain real property situated in the City of Lee, County of Strafford, State of New Hampshire, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Parcel A").
- B. The Parcel B Owner is the owner of that certain real property situated in the City of Lee, County of Strafford, State of New Hampshire, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Parcel B").
- C. The Parcel C Owner is the owner of that certain real property situated in the City of Lee, County of Strafford, State of New Hampshire, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Parcel C").
- D. The Parcel C Owner intends to develop Parcel C for use by Walgreen (hereinafter defined).

- E. The Parcel A Owner and the Parcel B Owner intends to simultaneously or thereafter develop or allow or cause the development of each of Parcel A and Parcel B as a retail/commercial site.
- F. The Parcels (as that term is hereinafter defined) are presently subject to those rights and easements reserved by Thomas F. Saulnier and Doris A. Saulnier in an instrument dated February 20, 1976, recorded with the Strafford County Registry of Deeds in Book 980, Page 335 (the "Existing Easement").
- G. It is intended that this Agreement supersede the Existing Easement as it pertains to the Parcels, and it is the intention of the parties that said Existing Easement shall no longer be in force or effect upon the execution and effectiveness of this Agreement.
- H. The parties hereto desire to impose certain easements upon the Parcels to allow public access to and across said Parcels, subject to each Owner obtaining all necessary and applicable permits for the same, including without limitation any state, federal or local permits, and to establish certain covenants, conditions and restrictions with respect to said Parcels, for the mutual and reciprocal benefit and complement of Parcel A, Parcel B and Parcel C and the present and future owners and occupants thereof, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, the Parcel A Owner, Parcel B Owner and the Parcel C Owner hereby covenant and agree that the Parcels and all present and future owners and occupants of the Parcels shall be and hereby are subject to the terms, covenants, easements, restrictions and conditions hereinafter set forth in this Agreement, so that said Parcels shall be maintained, kept, sold and used in full compliance with and subject to this Agreement and, in connection therewith, the parties hereto on behalf of themselves and their respective successors and assigns covenant and agree as follows:

#### **AGREEMENTS**

- 1. <u>Definitions</u>. For purposes hereof:
  - (a) The term "Owner" or "Owners" shall mean the Parcel A Owner (as to Parcel A), the Parcel B Owner (as to Parcel B) and the Parcel C Owner (as to Parcel C) and any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the real property covered hereby, whether by sale, assignment, inheritance, operation of law, trustee's sale,

foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property.

- (b) The term "Parcel" or "Parcels" shall mean each separately identified parcel of real property now constituting a part of the real property subjected to this Agreement as described on Exhibit "A", that is, Parcel A, Parcel B and Parcel C, and any future subdivisions thereof.
- (c) The term "Permittees" shall mean the tenant(s) or occupant(s) of a Parcel, and the respective employees, agents, contractors, customers, invitees and licensees of (i) the Owner of such Parcel, and/or (ii) such tenant(s) or occupant(s).
- (d) The term "Common Area" shall mean those portions of Parcel A, Parcel B and/or Parcel C that are outside of exterior walls of buildings or other structures from time to time located on the Parcels, and which are either unimproved, or are improved as (without limitation) parking areas, landscaped areas, driveways, roadways, walkways, light standards, curbing, paving, entrances, exits and other similar exterior site improvements.
- (e) The term "Walgreen" or "Walgreens" shall mean Walgreen Eastern Co., Inc., a New York corporation (or any of its affiliates, subsidiaries, successors or assigns). Walgreen shall be deemed a third party beneficiary to this Agreement.
- (f) The term "Walgreen Lease" or "Walgreens Lease" shall mean that Lease of Parcel C from the Parcel C Owner as landlord to Walgreen as tenant, and any amendments, extensions or replacements thereof.
- (g) The term "Site Plan" shall mean that site plan of the Parcels attached hereto as Exhibit "B" and by reference made a part hereof. Except as may be otherwise provided in this Agreement, the Site Plan is for identification purposes only.
- (h) The term "Driveway" shall mean that driveway and related driveway improvements, paving, curbing, entrances and exits, in the location on the Parcels as shown cross-hatched or otherwise marked on the Site Plan.

#### 2. <u>Easements</u>.

2.1 <u>Grant of Reciprocal Easements</u>. Subject to any express conditions, limitations or reservations contained herein, the Owners

hereby grant to and among each of the other Owners and their Permitees and establish, covenant and agree that the Parcels, and all Owners and Permittees of the Parcels, shall be benefited and burdened by the following nonexclusive, perpetual and reciprocal easements which are hereby imposed upon the Parcels and all present and future Owners and Permittees of the Parcels: a mutual easement, together with the public, for reasonable access, ingress and egress over all paved driveways, roadways and walkways as presently or hereafter constructed and constituting a part of the Common Area of Parcel C, without limitation, the Driveway, so as to provide for the passage of motor vehicles and pedestrians between all portions of the Common Area of such Parcels intended for such purposes, and to and from all abutting streets or rights of way furnishing access to such Parcels

- 2.2 <u>Indemnification</u>. Each Owner having rights with respect to an easement granted hereunder shall indemnify and hold the Owner whose Parcel is subject to the easement (including Walgreen, in the case of the Owner of Parcel C) harmless from and against all claims, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from the exercise of the rights granted hereunder, including without limitation the negligent, intentional or willful acts or omissions of such Owner, its contractors, employees, agents, or others acting on behalf of such Owner and its Permittees.
- The opening(s) and access point(s) 2.3 Access Opening. contemplated between the Parcels for use of the Driveway, is/are shown on the Site Plan and such opening(s) and access point(s) between the Parcels for use of the Driveway, as contemplated pursuant to paragraph 2.1(a) above, are hereinafter called the "Access Openings." The Access Openings shall in no event be blocked, closed, altered, changed or removed and shall at all times remain in place as shown on the Site Plan. There shall be maintained between the Access Openings a smooth and level grade transition to allow the use of the Driveway for pedestrian and vehicular ingress and egress as set forth in paragraph 2.1 above. Except with respect to the Access Openings, each Owner shall be permitted to maintain a fence, curbing, landscaping or other improvements along the boundary line of its Parcel.

#### 2.4 Reasonable Use of Easements.

The easements herein above granted shall be used and enjoyed by each Owner and its Permittees in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business of any other Owner or its Permittees at any time conducted on

its Parcel, including, without limitation, public access to and from said business, and the receipt or delivery of merchandise in connection therewith.

#### 3. Maintenance.

- 3.1 <u>General</u>. Until such time as improvements are constructed on a Parcel, the Owner thereof shall maintain the same in a clean and neat condition and shall take such measures as are necessary to control grass, weeds, blowing dust, dirt, litter or debris.
- 3.2 Buildings and Appurtenances Thereto. Each Owner covenants to keep and maintain, at its sole cost and expense, the building(s) located from time to time on its respective Parcel in good order, condition and repair. Once constructed, in the event of any damage to or destruction of a building on any Parcel, the Owner of such Parcel shall, at its sole cost and expense, with due diligence either (a) repair, restore and rebuild such building to its condition prior to such damage or destruction (or with such changes as shall not conflict with this Agreement), or (b) demolish and remove all portions of such damaged or destroyed building then remaining, including the debris resulting therefrom, and otherwise clean and restore the area affected by such casualty to a level, graded condition. Nothing contained in subparagraph 3.2(b) shall be deemed to allow an Owner to avoid a more stringent obligation for repair, restoration and rebuilding contained in a lease or other written agreement between an Owner and such Owner's Permittee. All buildings on Parcel A and Parcel B shall be one story in height, and shall not exceed a maximum height of 40 feet from grade level on Parcel A or Parcel B, as applicable. No building on Parcel A or Parcel B shall be constructed closer to Calef Highway (a/k/a New Hampshire State Route 125) street than the building on Parcel C as shown on the Site Plan. Each Parcel shall comply with applicable governmental parking ratio requirements without taking into account the parking provided on the respective Owner's Parcel, such that each Parcel shall be self sufficient for vehicular parking.
- 3.3 <u>Common Area</u>. Each Owner of a Parcel covenants at all times during the term hereof to operate and maintain or cause to be operated and maintained at its expense all Common Area located on its Parcel in good order, condition and repair. Following the construction of improvements thereon, maintenance of Common Area shall include, without limitation, maintaining and repairing all sidewalks and the surface of the parking and roadway areas, removing all papers, debris and other refuse from and periodically sweeping all parking and road areas to the extent necessary to maintain the same in a clean, safe and orderly

condition, maintaining appropriate lighting fixtures for the parking areas and roadways, maintaining marking, directional signs, lines and striping as needed, maintaining landscaping, maintaining signage in good condition and repair, and performing any and all such other duties as are necessary to maintain such Common Area in a clean, safe and orderly condition. Except as otherwise expressly provided in this Agreement, once constructed, in the event of any damage to or destruction of all or a portion of the Common Area on any Parcel, the Owner of such Parcel shall, at its sole cost and expense, with due diligence repair, restore and rebuild such Common Area to its condition prior to such damage or destruction (or with such changes as shall not conflict with this Agreement). Each Owner reserves the right to alter, modify, reconfigure, relocate and/or remove the Common Areas or building areas on its Parcel, subject to the following conditions: (i) as to Parcel C, during the continuance of the Walgreen Lease, the express written consent of Walgreen shall be required; (ii) the reciprocal easements between the Parcels pursuant to paragraph 2.1(a) shall not be closed or materially impaired; (iii) the Driveway and ingress and egress thereto, and to and from the Parcels and adjacent streets and roads, shall not be so altered, modified, relocated, blocked and/or removed without the express written consent of all Owners and Walgreen (during the continuance of the Walgreen Lease); (iv) the same shall not violate any of the provisions and easements granted in paragraph 2; and (v) as to Parcel A, the requirements of paragraph 3.2 of this Agreement shall be complied with from time to time.

- 3.4 <u>Utilities</u>. Each Owner shall at all times during the term hereof construct, operate and maintain or cause to be constructed, operated and maintained, in good order, condition and repair, at its sole expense, any utility or other installations serving the Parcel of such Owner and from time to time existing on the Parcel of another Owner pursuant to an easement described herein.
- 4. Construction of Improvements. Every building (including its appurtenant Common Area improvements), now or in the future constructed on Parcel A, shall be constructed, operated and maintained so that the same is in compliance with all applicable governmental requirements. The Driveway shall be constructed and completed by the Owner of Parcel C at the same time as such Owner develops Parcel C for Walgreen under the Walgreen Lease (in accordance with plans approved by Walgreen under the Walgreen Lease).

- 5.1 Each Parcel shall be used for lawful purposes in General. conformance with all restrictions imposed by all applicable governmental laws, ordinances, codes, and regulations, and no use or operation shall be made, conducted or permitted on or with respect to all or any portion of a Parcel which is illegal. In addition to the foregoing, throughout the term of this Agreement, it is expressly agreed that neither all nor any portion of Parcel A nor Parcel B shall be used, directly or indirectly, for purposes of an adult book store, adult theatre, adult amusement facility, any facility selling or displaying pornographic materials or having such displays, auction house, flea market, educational or training facility (including, without limitation, a beauty school, barber college, school or other facility catering primarily to students or trainees rather than customers), gymnasium, sport or health club or spa, blood bank, massage parlor, funeral home, sleeping quarters or lodging, the outdoor housing or raising of animals, the sale, leasing or storage of automobiles, boats or other industrial (including, without limitation. vehicles. anv use smelting, rendering, brewing, refining, chemical manufacturing, manufacturing or processing, or other manufacturing uses), any mining or mineral exploration or development except by non-surface means, a car wash, a carnival, amusement park or circus, an assembly hall, off track betting establishment, bingo hall, any use involving the use, storage, disposal or handling of hazardous materials or underground storage tanks, any use which may require water and sewer services in excess of the capacities allocated to the Leased Premises by any governmental authority, a church, temple, synagogue, mosque, or other house of worship, any facility for the sale of paraphernalia for use with illicit drugs, or any use which creates a nuisance.
- Additional Parcel A/Parcel B Restrictions. Throughout the 5.2 term of this Agreement, it is expressly agreed that neither all nor any portion of Parcel A nor Parcel B shall be used, directly or indirectly, for any one or more of the following purposes: (i) the operation of a drug store or a so-called prescription pharmacy or prescription ordering, processing or delivery facility, whether or not a pharmacist is present at such facility, or for any other purpose requiring a qualified pharmacist or other person authorized by law to dispense medicinal drugs, directly or indirectly, for a fee or remuneration of any kind; (ii) the operation of a medical diagnostic lab, or the provision of treatment services (other than as part of a medical, dental, physician, surgical or chiropractic office[s], which office[s] shall not be restricted by this subclause [ii]); (iii) the sale of so-called health and beauty aids or drug sundries; (iv) the operation of a business in which alcoholic beverages shall be sold for consumption off the premises; (v) the operation of a business in which photofinishing

services (including, without limitation, digital photographic processing or printing, or the sale of any other imaging services, processes or goods) or photographic film are offered for sale; (vi) the operation of a business in which greeting cards or gift wrap are offered for sale; and (vii) the operation of a business in which prepackaged food items for off premises consumption are offered for sale. Notwithstanding anything contained herein to the contrary, to the extent that Parcel A or Parcel B is used for any of the aforementioned (i) through (vii) and the same is incidental to the operation of a grocery store, the same shall not be considered a violation of this Section 5.2.

- 5.3 No facility on Parcel A or Parcel B for vehicular Drive-Throughs. drive-up or drive-through, in which the stopping or standing of motor vehicles in line at a location for dropoff and/or pickup is intended. (as, for example, at a restaurant, car wash or bank), shall be assigned, constructed, used or operated in any manner such that motor vehicles in line at such facility stop or stand onto Parcel C and/or the Driveway, or otherwise interfere with the normal pattern and flow of pedestrian or vehicular traffic on and across Parcel C and/or the Driveway. contained herein shall be deemed to affect the drive-through serving the building for Walgreen to be initially constructed on Parcel C by the Owner thereof, which is hereby expressly approved. In addition, valet parking on Parcel A or Parcel B, in which the stopping or standing of motor vehicles at a location for drop off and/or pick up of passengers is intended, shall not be operated in any manner such that motor vehicles shall stop or stand on Parcel A and/or B and/or C and/or the Driveway so as to interfere with the normal pattern and flow of pedestrian or vehicular traffic on and across Parcel C and/or the Driveway.
- Throughout the term of this Agreement, each Owner shall 6. Insurance. procure and maintain general and/or comprehensive public liability and property damage insurance against claims for personal injury (including contractual liability arising under the indemnity contained in paragraph 2.2 above), death, or property damage occurring upon such Owner's Parcel, with single limit coverage of not less than an aggregate of Two Million Dollars (\$2,000,000.00) including umbrella coverage, if any, and naming each other Owner and Walgreen during the continuance of the Walgreen Lease (provided the Owner obtaining such insurance has been supplied with the name of such other Owner in the event of a change thereof) as additional insureds. Walgreen (whether as tenant under the Walgreen Lease or in the event Walgreen becomes an Owner of a Parcel) may elect to self insure and/or carry insurance required hereunder under master or blanket policies of insurance.

- 7. <u>Taxes and Assessments.</u> Each Owner shall pay all taxes, assessments, or charges of any type levied or made by any governmental body or agency with respect to its Parcel.
- 8. No Rights in Public; No Implied Easements. Except as expressly provided herein, nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of Parcel A, Parcel B or Parcel C. No easements, except those expressly set forth in Paragraph 2 shall be implied by this Agreement; in that regard, and without limiting the foregoing, no easements for parking, signage, drainage or utilities are granted or implied.

#### 9. Remedies and Enforcement.

- 9.1 <u>All Legal and Equitable Remedies Available</u>. In the event of a breach or threatened breach by any Owner or its Permittees of any of the terms, covenants, restrictions or conditions hereof, the other Owner(s) and Walgreen shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance. Walgreen shall have the right, but not the obligation, to enforce this Agreement on behalf of the Owner of Parcel C, and/or to cure a breach or default hereunder by the Owner of Parcel C, which enforcement or cure shall be accepted by the other Owner(s) as if effected by the Owner of Parcel C.
- In addition to all other remedies available at law or in 9.2 Self-Help. equity, upon the failure of a defaulting Owner to cure a breach of this Agreement within thirty (30) days following written notice thereof by an Owner or Walgreen (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting Owner commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), Walgreen or any Owner shall have the right to perform such obligation contained in this Agreement on behalf of such defaulting Owner and be reimbursed by such defaulting Owner upon demand for the reasonable costs thereof together with interest at the prime rate charged from time to time by Bank One (its successors or assigns), plus two percent (2%) (not to exceed the maximum rate of interest allowed by law). Notwithstanding the foregoing, in the event of (i) an emergency, (ii) blockage or material impairment of the easement rights, and/or (iii) the unauthorized parking of vehicles on Parcel C, an Owner or Walgreen may immediately cure the same and be reimbursed by the other Owner upon demand for the reasonable cost thereof together with interest at the prime rate, plus two percent (2%), as above described.

- Lien Rights. Any claim for reimbursement, including interest as 9.3 aforesaid, and all costs and expenses including reasonable attorneys' fees awarded to any Owner (or to Walgreen in connection with the exercise of its rights set forth in paragraphs 9.1 and/or 9.2 above) in enforcing any payment in any suit or proceeding under this Agreement shall be assessed against the defaulting Owner in favor of the prevailing party and shall constitute a lien (the "Assessment Lien") against the Parcel of the defaulting Owner until paid, effective upon the recording of a notice of lien with respect thereto in the Office of the County Recorder of Strafford County, New Hampshire; provided, however, that any such Assessment Lien shall be subject and subordinate to (i) liens for taxes and other public charges which by applicable law are expressly made superior, (ii) all liens recorded in the Office of the County Recorder of Strafford County, New Hampshire prior to the date of recordation of said notice of lien, and (iii) all leases entered into, whether or not recorded, prior to the date of recordation of said notice of lien. All liens recorded subsequent to the recordation of the notice of lien described herein shall be junior and subordinate to the Assessment Lien. Upon the timely curing by the defaulting Owner of any default for which a notice of lien was recorded, the party recording same shall record an appropriate release of such notice of lien and Assessment Lien.
- 9.4 Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.
- 9.5 <u>No Termination For Breach</u>. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Agreement. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Parcel made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any Owner of such Parcel covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.
- 9.6 Irreparable Harm. In the event of a violation or threat thereof of any of the provisions of paragraphs 2 and/or 5 of this Agreement, each Owner agrees that such violation or threat thereof shall cause the nondefaulting Owner and/or its Permittees to suffer irreparable harm and such nondefaulting Owner and its Permittees shall have no adequate remedy at law. As a result, in the event of a violation or threat thereof of any of the provisions of paragraphs 2 and/or 5 of this Agreement, the nondefaulting Owner and Walgreen, in addition to all remedies available at law or otherwise under this Agreement, shall be entitled to injunctive or other equitable relief to enjoin a violation or threat thereof of paragraphs 2 and/or 5 of this Agreement.

10. <u>Term.</u> The easements, covenants, conditions and restrictions contained in this Agreement shall be effective commencing on the date of recordation of this Agreement in the office of the Strafford County Recorder and shall remain in full force and effect thereafter in perpetuity, unless this Agreement is modified, amended, canceled or terminated by the written consent of all then record Owners of Parcel A, Parcel B and Parcel C in accordance with paragraph 11.2 hereof.

#### 11. <u>Miscellaneous</u>.

11.1 <u>Attorneys' Fees</u>. In the event a party (including Walgreen) institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

#### 11.2 Amendment.

- (a) The parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of Parcel A, Parcel B and Parcel C, evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the official records of the County Recorder of Strafford County, New Hampshire.
- (b) Notwithstanding subparagraph 11.2(a) above to the contrary, no termination of this Agreement, and no modification or amendment of this Agreement shall be made nor shall the same be effective unless the same has been expressly consented to in writing by Walgreen (during the continuance of the Walgreen Lease).
- of an Owner is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld or delayed. Any request for consent or approval shall: (a) be in writing; (b) specify the section hereof which requires that such notice be given or that such consent or approval be obtained; and (c) be accompanied by such background data as is reasonably necessary to make an informed decision thereon. The consent of an Owner or Walgreen under this Agreement, to be effective, must be given, denied or conditioned expressly and in writing. During the continuance of the Walgreen Lease, any consent by the Owner of Parcel C, to be effective, shall also require

the consent of Walgreen. Any consent of Walgreen may be given, denied or conditioned by Walgreen in Walgreen's sole and absolute discretion.

- 11.4 <u>No Waiver</u>. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.
- 11.5 <u>No Agency</u>. Nothing in this Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.
- 11.6 <u>Covenants to Run with Land</u>. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.
- 11.7 <u>Grantee's Acceptance</u>. The grantee of any Parcel or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of such Parcel, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.
- 11.8 <u>Separability</u>. Each provision of this Agreement and the application thereof to Parcel A, Parcel B and Parcel C are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared. Ownership of both Parcels by the same person or entity shall not terminate this Agreement nor in any manner affect or impair the validity or enforceability of this Agreement.
- 11.9 <u>Time of Essence</u>. Time is of the essence of this Agreement.

- 11.10 <u>Entire Agreement</u>. This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.
- 11.11 Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party and Walgreen may change from time to time their respective address for notice hereunder by like notice to the other party and Walgreen. Notice given by any Owner hereunder to be effective shall also simultaneously be delivered to Walgreen (during the continuance of the Walgreen Lease). The notice addresses of the Parcel A Owner, the Parcel B Owner, the Parcel C Owner and Walgreen are as follows:

Walgreen: Walgreens

Attention: Real Estate Law Department

Mail Stop No. 1420 104 Wilmot Road

Deerfield, Illinois 60015

Re: Store #10642

Parcel A Owner: Robert R. and Barbara E. Callioras

774 First NH Turnpike

Northwood, New Hampshire 03261

Parcel B Owner: Robert R. and Barbara E. Callioras

774 First NH Turnpike

Northwood, New Hampshire 03261

Parcel C Owner: 91 Calef Highway LLC

c/o Botsini Corporation 450 Station Avenue

South Yarmouth, Massachusetts 02664

- 11.12 <u>Governing Law</u>. The laws of the State in which the Parcels are located shall govern the interpretation, validity, performance, and enforcement of this Agreement.
- 11.13 <u>Estoppel Certificates</u>. Each Owner, within thirty (30) day of its receipt of a written request from the other Owner(s) or Walgreen, shall from time to time provide the requesting Owner or Walgreen, a certificate binding upon such Owner stating: (a) to the best of such Owner's

knowledge, whether any party to this Agreement is in default or violation of this Agreement and if so identifying such default or violation; and (b) that this Agreement is in full force and effect and identifying any amendments to the Agreement as of the date of such certificate.

- 11.14 Bankruptcy. In the event of any bankruptcy affecting any Owner or occupant of any Parcel, the parties agree that this Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.
- 11.15 Mortgage Subordination. Any mortgage or deed of trust affecting any portion of any Parcel shall at all times be subject and subordinate to the terms of this Agreement, and any party foreclosing any such mortgage or deed of trust, or acquiring title by deed in lieu of foreclosure or trustee sale, shall acquire title subject to all the terms and conditions of this Agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

PARCEL A OWNER:

Starten E. Callivran

Barbara E. Callioras

STATE OF DEW HAMPSHIRES

)

On this Hh day of DECEMBER, 2008, before me, the undersigned notary public, personally appeared Robert R. Callioras and Barbara E. Callioras, proved to me through satisfactory evidence of identification, which was NRLVERS LICENSE to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of her/his knowledge and belief.

Notary Public

My commission expires

COUNTY OF POCKING HAM

0/13/13

PARCEL B OWNER:
Robert R. Callioras  Barbara E, Callevia
Barbara E. Callioras
STATE OF NEW HAMBHIRD )
COUNTY OF TOCKINGHAM )
On this
Notary Public NOTAR
My commission expires 8/13/13
MANOS AMERICAN AND AND AND AND AND AND AND AND AND A

PARCEL C OWNER:	
91 Calef Highway LLC, a New Hampshire limited liability company	
By: Botsini Corporation, Its Manager  By: Gregory Botsivales, Treas	
COMMONWEALTH OF MASSACHUSETTS COUNTY OF BARNSTABLE	) ) )

Indua Maru G Notary Public

My commission expires \_\_\_\_\_



The undersigned Walgreen Eastern Co., Inc., holder of a leasehold interest in Parcel C, joins in this Reciprocal Easement Agreement With Covenants, Conditions, and Restrictions to acknowledge its assumption of Parcel C Owner's maintenance and operation obligations set forth above in Sections 2 and 3 during the term of the Walgreens Lease.

Walgreen Eastern Co., Inc.

Title: Vice Passipers

STATE OF ILLINOIS

\_\_\_, ss.

On this 1cm day of December, 2008, before me, the undersigned notary public, personally appeared Robert M, S, locamon Vice President of Walgreen Eastern Co., Inc., proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

> OFFICIAL SEAL BEATRICE MAHLUM NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 11/16/2010

Notary Public

My commission expires: 11/16/2010

catrici Mahlum

- Legal Descriptions of Parcels A, B and C. Exhibit "A"

Exhibit "B" - Site Plan.

#### **EXHIBIT A**

#### PARCEL A

Map 4 Lot 7-5

A certain tract or parcel of land situate in the State of New Hampshire, County of Strafford and Town of Lee located on the easterly side of Calef Highway (Route 125) and shown as Map 4 Lot 7-5 on a plan entitled 'Lot Line Adjustment Plan, Assessors Map 4 Lot 7-2 & 7-5, NH Route 125, Lee, New Hampshire prepared for Arista Development, LLC'; Scale: 1"=50'; Date: March 21, 2007 (revised to 12/17/08) by MHF Design Consultants, Inc. and recorded at the Strafford County Registry of Deeds herewith and being more particularly bounded and described as follows:

Beginning at a point on the easterly sideline if said Calef Road at other land now or formerly of Robert and Barbara Callioras, said point being the northwest corner of the within described premises;

Thence by said other land of Callioras S62°13'34"E two hundred seventy-one and six hundredths (271.06) feet to an iron pipe at other land now or formerly of Robert and Barbara Callioras;

Thence by said other land of Callioras S32°52'42"E two hundred thirty-six and ninety-four hundredths (236.94) feet to a point;

Thence continuing by said other land of Callioras S24°13'15"W two hundred ninety-two and thirty-nine hundredths (292.39) feet to a point;

Thence N60°34'30"W four hundred ninety-one and sixty-nine hundredths (491.69) feet to a point on the westerly sideline of said Calef Road;

Thence along the westerly sideline of said Calef Road along a curve to the left having a central angle of 01°57'44", a radius of eleven thousand five hundred and forty-four hundredths (11,500.44) feet, an arc length of three hundred ninety-three and eighty-three hundredths (393.83) feet and a chord of N27°09'35"E three hundred ninety-three and eighty-one hundredths (393.81) feet to the point of beginning.

Said tract or parcel of land contains 180,675 square feet or 4.148 acres more or less.

#### PARCEL B

A certain tract or parcel of land situate off the easterly side of the Calef Road in the Town of Lee, County of Strafford and State of New Hampshire, bounded and described as follows:

Beginning at the northwesterly corner of the land herein described and at the northeasterly corner of the land now or formerly of Harry A. Munroe and Florence M. Munroe said point being on the southerly boundary of land now or formerly of the heirs of Wallace Bicknell and two hundred seventy two (272) feet easterly of the said 'Calef Road; thence running easterly by said Bicknell land a distance of one thousand six hundred seventy eight (1,678) feet, more or less, to an iron pipe at land formerly of Otis Woodman and now or formerly of one Peters; thence turning and running southerly by land of said Peters a distance of nine hundred sixty (960) feet, more or less, to an iron pipe; thence turning and running westerly by said Peters land as the wire fence runs to an iron pipe; thence turning and running southerly by land of said Peters to an elm tree and land now or formerly of Thomas Saulnier; thence turning and running northerly by land of said Saulnier to an iron pin at the northeasterly corner of said Saulnier land;

thence continuing northerly by land formerly of Peters and now or formerly of one Johnson a distance of one hundred eighty (180) feet, more or less, to the northeasterly corner of said Johnson land at land now or formerly of Peters; thence turning and running S 48° E by land of said Peters a distance of ninety four (94) feet, more or less, to an iron pin at the southeasterly corner of land of said Peters; thence turning and running northerly by land of said Peters a distance of one hundred sixty three (163) feet, more or less; thence turning and running N 33° W by land of said Peters a distance of one hundred thirty five (135) feet, more or less, to an iron pipe at the southeasterly corner of land of said Munroe; thence turning and running northerly by land of said Munroe a distance of two hundred seventy two (272) feet, more or less, to the point of beginning. Said tract being a portion of the Layne Lot and consisting of thirty (30) acres, more or less.

Excepting and reserving the right to pass and repass from the northerly boundary of land conveyed to one Peters in a northerly direction to other land of the said Peters northerly of the above described premises for which reference is made to deed dated February 25, 1954, recorded in Book 627, Page 131 of said Registry.

Meaning to convey the same premises' conveyed to Thomas F. Saulnier and Doris A. Saulnier as joint tenants with right of survivorship by deed of Richard H. Keefe dated June 22, 1967 and recorded in Strafford County Registry of Deeds at Book 829, Page 236. The said Thomas F. Saulnier having deceased and the said Doris A. Saulnier being the surviving joint tenant.

Also a fifty (50) foot wide easement running southeasterly from Route 125 in Lee, County of Strafford and State of New Hampshire to the above described tract, said easement to be used by the grantees, their heirs and assigns, for ingress and egress by foot and on vehicle from Route 125 to said tract. The northeasterly boundary line of said easement is the southwesterly boundary line of land conveyed by Irving N. Smith and Eva E. Smith to George Legere by deed dated August 20, 1980 and recorded in Strafford County Registry of Deeds at Book 1053, Page 86.

For reference to said right of way, see easement of Irving N. Smith and Eva E. Smith to Thomas F. Saulnier dated July 20, 1981 and recorded in Strafford County Registry of Deeds at Book 1068, Page 012. See also Estate of Thomas F. Saulnier.

#### PARCEL C

A certain tract or parcel of land situate in the State of New Hampshire, County of Strafford and Town of Lee located on the easterly side of Calef Highway (Route 125) and on the northerly side of Route 4 and shown as **Map 4 Lot 7-2** on a plan entitled "Lot Line Adjustment Plan Assessors Map 4 Lot 7-2 & 7-5 NH Route 125 Lee, New Hampshire prepared for Arista Development, LLC," dated March 21, 2007 and revised through December 17, 2008, prepared by MHF Design Consultants, Inc. and recorded with the Strafford County Registry of Deeds herewith, and being more particularly bounded and described as follows:

Beginning at an iron pipe on the northerly sideline of said Route 4 at land now or formerly of Ronalee Associates;

Thence along the northerly sideline of said Route 4 N64°00'00"W two hundred and no hundredths (200.00) feet to a point at land now or formerly of the New Hampshire Department of Transportation (NHDOT);

Thence by land of said NHDOT N01°18'13"E two hundred two and seventy-one hundredths (202.71) feet to a point;

Thence continuing by land of said NHDOT N54°51'54"W one hundred fifteen and no hundredths (115.00) feet to a granite bound on the easterly sideline of said Calef Highway and at land now or formerly of Twin Coast Properties, LLC;

Thence by land of said Twin Coast Properties, LLC the following three (3) courses: S59°27'08"E one hundred sixty-five and fifteen hundredths (165.15) feet to an iron pin; Thence N30°01'59"E two hundred twenty and twenty-four hundredths (220.24) feet to an

Thence N60°34'30"W one hundred sixty-five and twenty-three hundredths (165.23) feet to a point on the easterly sideline of said Calef Highway;

Thence along the easterly sideline of said Calef Highway along a curve to the left having a central angle of 01°19'49", a radius of eleven thousand five hundred and forty-four hundredths (11,500.44) feet, an arc length of two hundred sixty-seven and three hundredths (267.03) feet and a chord of N28°48'21"E two hundred sixty-seven and two hundredths (267.02) feet to a point at other land now or formerly of Robert and Barbara Callioras;

Thence by said other land of Callioras S60°34'30"E four hundred ninety-one and sixty-nine hundredths (491.69) feet to a point at other land of said Robert and Barbara Callioras;

Thence by said second mentioned other land of Callioras S24°13'15"W one hundred fifty-three and ninety-three hundredths (153.93) feet to a point in a wire fence at land now or formerly of Pearl Peters;

Thence along land of said Peters and along said fence N64°27'13"W two hundred five and no hundredths (205.00) feet to a point;

Thence continuing by land of said Peters and along said fence S20°12'31"W one hundred nine and fifteen hundredths (109.15) feet to an iron rod at land of said Ronalee Associates;

Thence by land of said Ronalee Associates and following along said fence the following four (4) courses:

S25°15'21"W forty-nine and thirty-eight hundredths (49.38) feet to a point;

Thence S14°48'21"W one hundred eighteen and sixty-seven hundredths (118.67) feet to a

point;

Thence \$13°18'32"W one hundred eighty-seven and sixty-two hundredths (187.62) feet

to a point;

iron rod;

Thence S21°24'59"W forty-three and forty-seven hundredths (43.47) feet to the point of

beginning.

Said tract or parcel of land contains 192,527 square feet or 4.420 acres more or less.

#### **EXHIBIT B**

The term "Site Plan" shall mean the plan recorded as "Lot Line Adjustment Plan Assessors Map 4 Lot 7-2 & 7-5 NH Route 125 Lee, New Hampshire prepared for Arista Development, LLC," dated March 21, 2007 and revised through December 17, 2008, prepared by MHF Design Consultants, Inc. and recorded with the Strafford County Registry of Deeds herewith. Except as may be otherwise provided in this Agreement, the Site Plan is for identification purposes only.



## **EMAIL EXCHANGE BETWEEN SELLER ATTORNEY & WALGREENS**

From: Hodge, Laurie

Sent: 4/2/2025 4:22:28 PM

To: Kim Memmesheimer

**Cc:** Mukes, Vincent; Rebecca Myers

**Subject:** RE: Store 10642 - 91 Calef Hwy, Barrington NH

**Categories:** 

Kim, I noticed in 5.1, there are some restrictions we should keep in place (highlighted below). Perhaps, you can provide me a list of what you want to remain in 5.1 and I will run that list by Operations. I think it would be a much cleaner approach:

5.1 General. Each Parcel shall be used for lawful purposes in conformance with all restrictions imposed by all applicable governmental laws, ordinances, codes, and regulations, and no use or operation shall be made, conducted or permitted on or with respect to all or any portion of a Parcel which is illegal. In addition to the foregoing, throughout the term of this Agreement, it is expressly agreed that neither all nor any portion of Parcel A nor Parcel B shall be used, directly or indirectly, for purposes of an adult book store, adult theatre, adult amusement facility, any facility selling or displaying pornographic materials or having such displays, auction house, flea market, educational or training facility (including, without limitation, a beauty school, barber college, school or other facility catering primarily to students or trainees rather than customers). gymnasium, sport or health club or spa, blood bank, massage parlor, funeral home, sleeping quarters or lodging, the outdoor housing or raising of animals, the sale, leasing or storage of automobiles, boats or other vehicles, any industrial use (including, without limitation, any manufacturing, smelting, rendering, brewing, refining, chemical manufacturing or processing, or other manufacturing uses), any mining or mineral exploration or development except by non-surface means, a car wash, a carnival, amusement park or circus, an assembly hall, off track betting establishment, bingo hall, any use involving the use, storage, disposal or handling of hazardous materials or underground storage tanks, any use which may require water and sewer services in excess of the capacities allocated to the Leased Premises by any governmental authority, a church, temple, synagogue, mosque, or other house of worship, any facility for the sale of paraphernalia for use with illicit drugs, or any use which creates a nuisance.

In addition, you didn't comment on the extension of the guardrail. This would have to be in the agreement as well as a separate agreement for the fee - - - all subject to approval by Operations. Thank you.

Please always include full address and location number in the subject line.

Laurie Hodge Property Manager - Alternative Revenue & Leasing

Walgreen Co. | 200 Wilmot Road, MS 1632, Deerfield, IL 60015

realestate.walgreens.com

#### **Member of Walgreens Boots Alliance**

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From: Kim Memmesheimer

Sent: Tuesday, April 1, 2025 2:40 PM

To: Hodge, Laurie

Cc: Mukes, Vincent Rebecca Myers

Subject: RE: Store 10642 - 91 Calef Hwy, Barrington NH

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Laurie,

We would like to take Walgreens up on its offer to:

- 1. Terminate the cross access easements across the Walgreens parcel;
- 2. Removes the restrictions found in Section 5.1 on Parcels A and B.

I have been in contact with the landowner previously and will reach out to him to let him know what is going on.

Who will I work with at Walgreens to accomplish the execution of this release of these provisions of the restrictive covenants? You? Someone in legal? We need to have this on record within the next two weeks.

Kim

#### Kim Memmesheimer

From: Hodge, Laurie

Sent: Monday, March 31, 2025 10:08 AM

To: Kim Memmesheimer

Cc: Mukes, Vincent Rebecca Myers

Subject: RE: Store 10642 - 91 Calef Hwy, Barrington NH

Hi Kim. We had a discussion with Legal yesterday. Here is their recommendation regarding this request for blanket waivers:

If we are as a business matter willing to allow certain uses (i.e., car wash or gym) which are otherwise prohibited by the declaration, in exchange for them agreeing to terminate the easement, then I would recommend that we say the following:

"Walgreens is willing to entertain an amendment to the existing Declaration which 1) terminates the cross access easements from the Walgreen parcel (defined as Parcel C in the Declaration) to the benefit of Parcels A and B; and 2) removes the use restrictions set forth in Section 5.1 of the Declaration (but leaves in place the restrictions set forth in Section 5.2).

Additionally, please note that any such amendment to the Declaration would only be valid and binding if the owners of Parcel A, Parcel B and Parcel C execute the same. Walgreens would be willing to use reasonable efforts to put you in touch with our landlord (owner of Parcel C) so you could seek their approval of such an amendment."

If Operations and Engineering approves, we would charge a fee for the specific waiver of use restrictions. In addition, if approved, the existing guard rail between the parcels should be extended to the curb cut. When our Engineer returns next week, I can discuss with him the site plan to see if there are any other concerns.

Please advise.

Please always include full address and location number in the subject line.

Laurie Hodge
Property Manager - Alternative Revenue & Leasing

Walgreen Co. | 200 Wilmot Road, MS 1632, Deerfield, IL 60015

realestate.walgreens.com

#### **Member of Walgreens Boots Alliance**

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From: Kim Memmesheimer

**Sent:** Tuesday, March 25, 2025 4:29 PM

**To:** Hodge, Laurie

Cc: Mukes, Vincent Rebecca Myers

Subject: RE: Store 10642 - 91 Calef Hwy, Barrington NH

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Thank you, Laurie.

Kim Memmesheimer

From: Hodge, Laurie

Sent: Tuesday, March 25, 2025 4:38 PM

To: Kim Memmesheimer

Cc: Mukes, Vincent Rebecca Myers

Subject: RE: Store 10642 - 91 Calef Hwy, Barrington NH

Kim, we are having an internal call hopefully tomorrow and will respond to you after we discuss.

## Please always include full address and location number in the subject line.

## Laurie Hodge Property Manager - Alternative Revenue & Leasing

Walgreen Co. 200 Wilmot Road, MS 1632, Deerfield, IL 60015

realestate.walgreens.com

#### **Member of Walgreens Boots Alliance**

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From: Kim Memmesheimer

Sent: Monday, March 24, 2025 11:26 AM

To: Hodge, Laurie

Cc: Mukes, Vincent Rebecca Myers

Subject: RE: Store 10642 - 91 Calef Hwy, Barrington NH

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Thank you.

#### Kim Memmesheimer

From: Hodge, Laurie

Sent: Monday, March 24, 2025 11:47 AM

To: Kim Memmesheimer

Cc: Mukes, Vincent Rebecca Myers

Subject: RE: Store 10642 - 91 Calef Hwy, Barrington NH

Kim, I will check with Legal today.

## Please always include full address and location number in the subject line.

## Laurie Hodge Property Manager - Alternative Revenue & Leasing

Walgreen Co. | 200 Wilmot Road, MS 1632, Deerfield, IL 60015

realestate.walgreens.com

#### **Member of Walgreens Boots Alliance**

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From: Kim Memmesheimer

Sent: Thursday, March 20, 2025 1:19 PM

To: Hodge, Laurie

Subject: Store 10642 - 91 Calef Hwy, Barrington NH

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Laurie,

I have not heard from anyone in legal about our request to removed the right to use the easement and the restrictions on the neighboring lots. Would you please provide me with a contact in that department?

Kim Memmesheimer

PLEASE NOTE OUR NEW STREET ADDRESS - 565 FRANKLIN PIERCE HIGHWAY, BARRINGTON



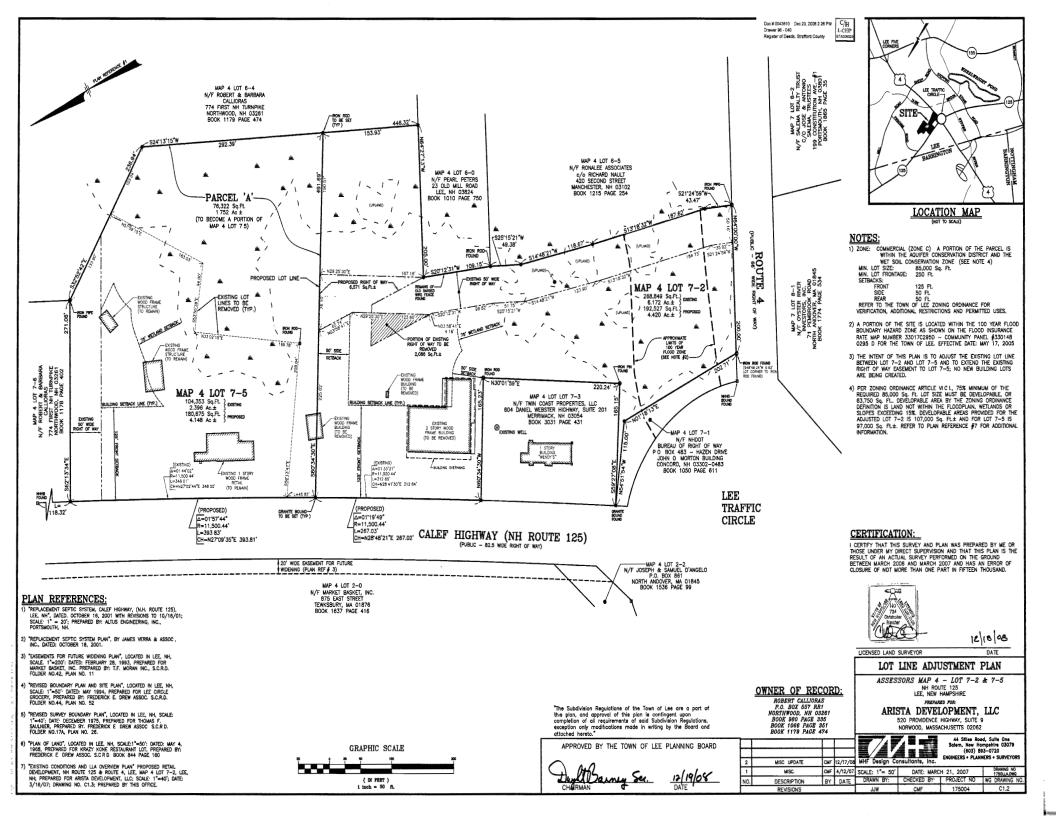
This communication is privileged, confidential and may contain attorney-client privileged information. It is intended only for the addressee(s) listed in the e-mail. If you are neither the addressee nor a person responsible for the delivery of this transmission to the intended addressee, any reading, disseminating, distributing or copying this message is strictly prohibited. If you have received this message by mistake, please immediately notify us by replying to the message and delete the original message and any copies immediately thereafter.

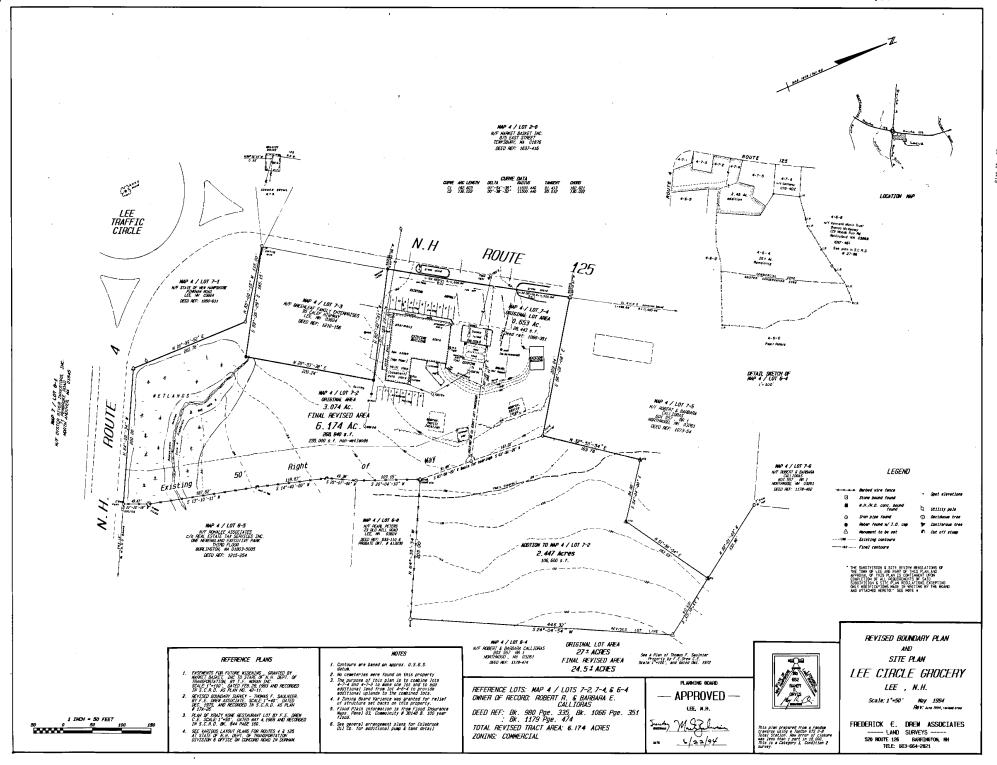
We're moving! Effective January 2, 2025, our office will be located at 565 Franklin Pierce Highway in Barrington. Phone, email and web address will all remain the same.

This communication is privileged, confidential and may contain attorney-client privileged information. It is intended only for the addressee(s) listed in the e-mail. If you are neither the addressee nor a person responsible for the delivery of this transmission to the intended addressee, any reading, disseminating, distributing or copying this message is strictly prohibited. If you have received this message by mistake, please immediately notify us by replying to the message and delete the original message and any copies immediately thereafter.

We're moving! Effective January 2, 2025, our office will be located at 565 Franklin Pierce Highway in Barrington. Phone, email and web address will all remain the same.

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REGISTER OF DEEDS LOCUS Peters 27 ACRE LOT LOCATION \_ MAP Rte "- N 20 . 04'10" L ns n/f Thomas F. Soulnier Addition to Krazy Kone Let 3.143 Ac. 220.00 — N 29°46'/5" E Retained by T. F. Saulnier 0.652 Ac. n/f Robert Calliores BIFT MARKET KRAZY KONE OFFICE RESTUR. Found. Poved Perking Area APPROVED by the L= 217.0' A=00 \*54'39" LEE PLANNING BOARD L= /30.00' 4 = 01 04 52" Chairman: 14 the levale fenings Date 12/18-175 R= 11,500.44' A = 00° 38'52' NH Rte. 125 REVISED BOUNDARY SURVEY THOMAS F. SAULNIER LEE , N. H. Scale: 1 40' Dec. 1978
FREDERICK E. DREW ASSOCIATES ENGINEERING LAND SURVEYS

PLAN No. A- 701

CHERRY LANE

MADBURY, N. H.



#### DEPARTMENT OF THE ARMY

NEV. ENGLAND DISTRICT CORPS OF ENGINEERS 896 VIRGINIA PCAC CONCORD, MASSACHUSETTS 01742-2781

July 27, 2011

Regulatory Division CENAE-R-PEC

Permit Number: NAE-2007-00295

Arista Development, LLC 520 Providence Highway, Suite 9 Norwood, Massachusetts 02062

and

Mr. Robert Callioras 87 Calef Highway Lee, New Hampshire 03861

Dear Sir or Madam and Mr. Callioras:

This is to inform you that Department of the Army general permit authorization No. NAE-2007-00295, which the Corps of Engineers confirmed in our November 14, 2008 letter, is hereby modified to authorize the change made in the July 12, 2011 amendment of New Hampshire Department of Environmental Services (NHDES) Wetlands Bureau Permit No. 2006-02733, which the NHDES originally issued on October 20, 2008 and amended on October 24, 2008 and, for a name change, on February 9, 2009. The expiration date of the Corps of Engineers general permit authorization is changed from June 28, 2012 to October 20, 2018. The other changes made in the NHDES July 12, 2011 amendment do not require Department of the Army authorization.

All other terms and conditions of the original authorization remain in full force and effect.

If you have questions concerning this, please contact Paul F. Howard, P.E. of my staff at (978) 318-8674, (978) 318-8335/8338, (800) 343-4789, or, if calling from within Massachusetts, (800) 362-4367.

Sincerely,

Philip T. Feir
Colonel, Corps of Engineers
District Engineer

#### Copies Furnished:

New Hampshire Department of Environmental Services, Wetlands Bureau, Attn: Mr. Collis Adams, P.O. Box 95, 29 Hazen Drive, Concord, New Hampshire 03302-0095 Gove Environmental Services, Inc., Attn: Mr. James P. Gove, President, 8 Continental Drive, Building 2, Unit H, Exeter, New Hampshire 03833-7526



#### The State of New Hampshire

#### DEPARTMENT OF ENVIRONMENTAL SERVICES

#### Thomas S. Burack, Commissioner



#### WETLANDS AND NON-SITE SPECIFIC PERMIT 2006-02733 \*\*TIME EXTENSION/AMENDMENT\*

Permittees:

Robert Callioras, 87 Calef Highway Lee, NH 03861

91 Calef Highway LLC, 502 Providence Highway,

Norwood MA 02062

\_\_\_\_\_\_\_

Project Location:

NH Route 4, Lee

Lee Tax Map/Lot Nos. 4 / 7-2; 4/7-5

Waterbody:

**Unnamed Wetland** 

APPROVAL DATE: 07/12/2011

\*\*\*\*\* EXPIRATION DATE: 10/20/2018\*\*\*\*\*\*

MOITIO

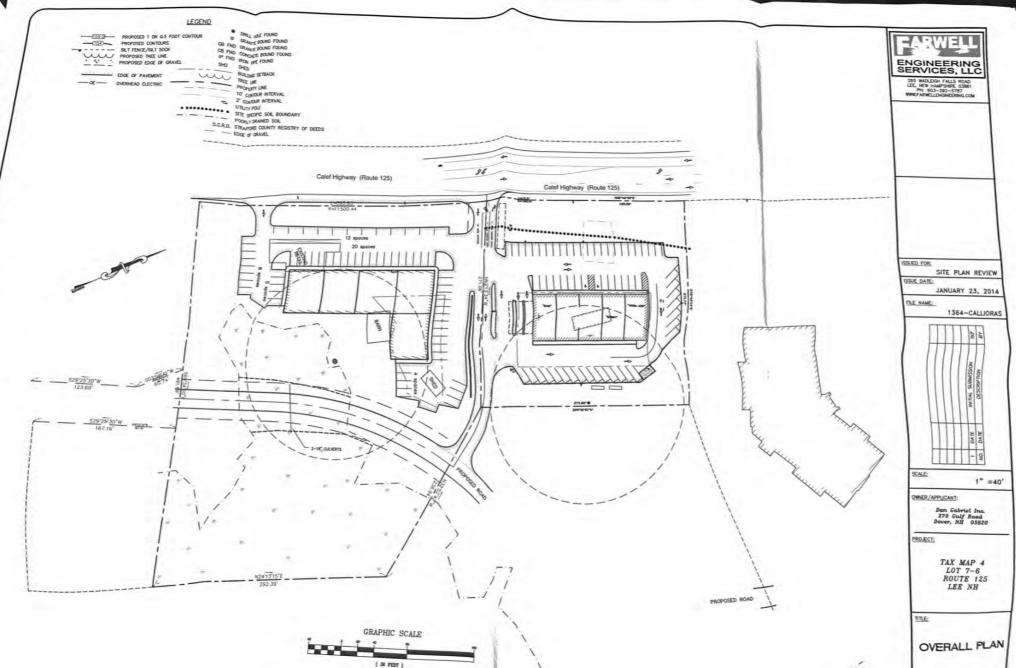
Based upon review of the above referenced application, in accordance with RSA 482-A and RSA 485-A:17, a Wetlands Permit and Non-Site Specific Permit was issued. This permit shall not be considered valid unless signed as specified below.

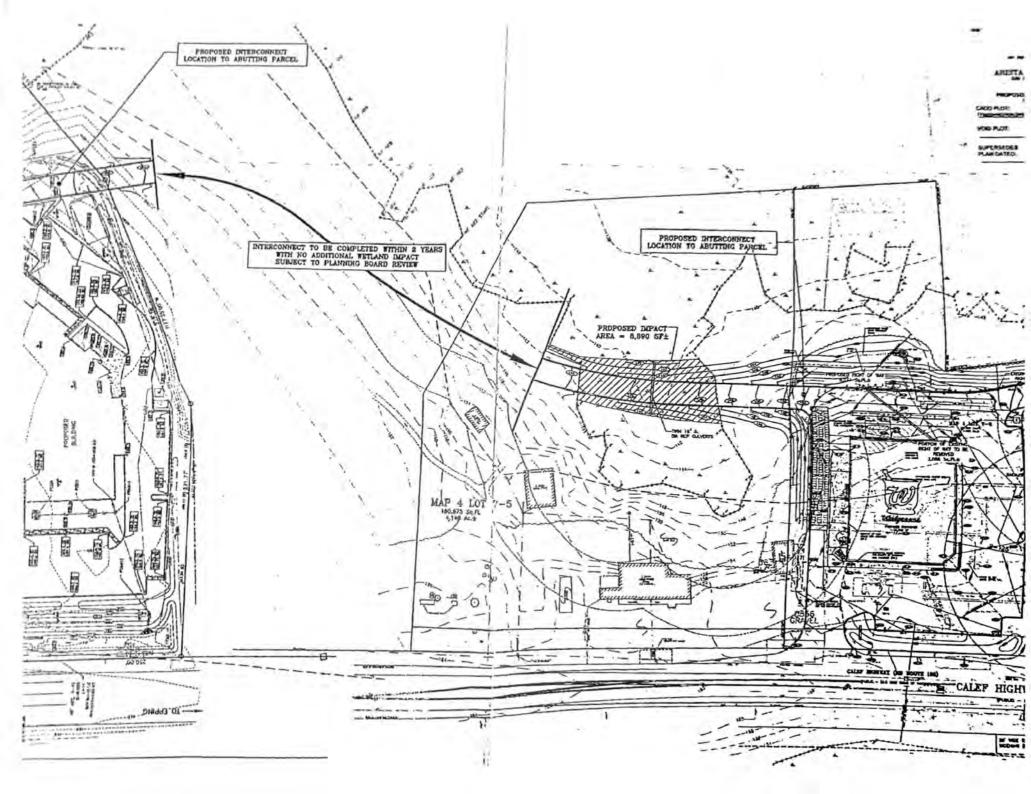
PERMIT DESCRIPTION: Dredge and fill approximately 15,100 square feet of wetlands on Lee Tax Map 4, Lot 7-2 (referred to as Phase I) and approximately 8,890 square feet of wetlands on Lee Tax Map 4, Lot 7-5 (referred to as Phase II) for the construction of a retail store during Phase I and a service interconnection during Phase II.

Waive Rule Env-Wt 502.01, Duration of Permit, and grant 5-year time extension of permit expiration date to 10/20/2018.

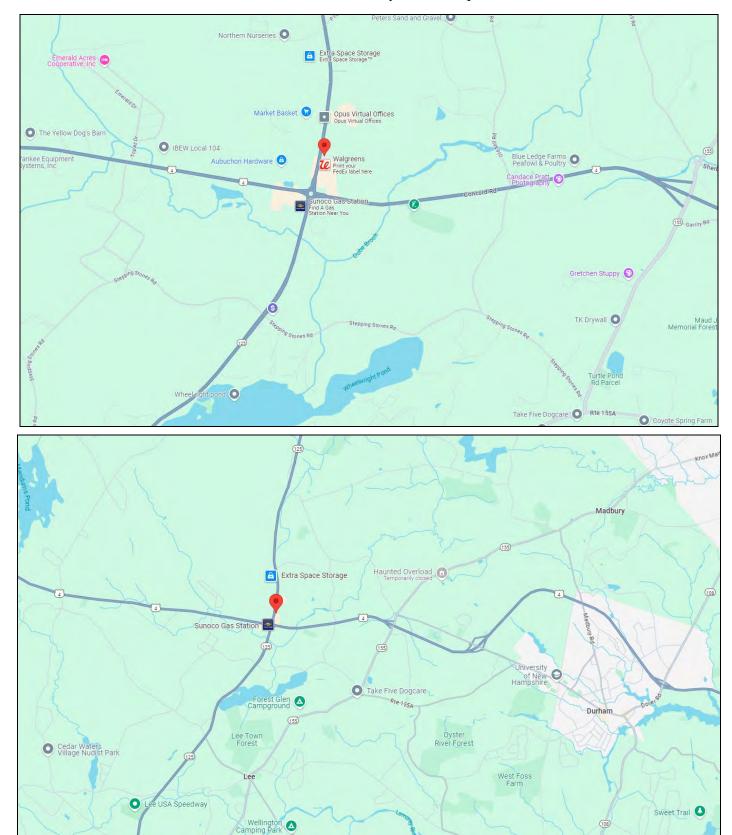
#### THIS APPROVAL IS SUBJECT TO THE FOLLOWING PROJECT SPECIFIC CONDITIONS:

- All work shall be in accordance with plans by MHF Design Consultants, Inc. dated November 11, 2005 and 9-8-08, and as received by DES on October 16, 2006 and October 10, 2008.
- Any future work on this property that is within the jurisdiction of the DES Wetlands Bureau as specified in RSA 482-A will require a new application and approval by the Bureau.
- 3. This approval is contingent on approval by the DES Alteration of Terrain Program.
- 4. This approval is contingent on receipt by DES of a one time payment of \$64,374.50 to the DES Aquatic Resource Mitigation (ARM) Fund. The payment shall be received by DES within 120 days of the date of the approval letter or the application will be denied.
- 5. AMENDED: The applicant shall be required to begin construction of the Phase II service inter connection before the original expiration date of the permit, and shall finish construction prior to the final expiration date of the permit.
- The service interconnection shall be designed so that all lots currently fronting on NH Route 125 will have direct access to the service interconnection.
- 7. Lots identified as Map 4-7-2, Map 4-7-5, and Map 4-6-4 currently have legal access to NH Route 125. No future subdivided portions of these lots will be permitted direct access to NH Route 125.
- 8. The entire service interconnection and retail site shall be constructed so as to prevent any untreated runoff from entering the wetlands.
- 9. Salt shall not be used as a deicing agent on the service interconnection or retail site.
- 10. Culvert outlets shall be protected in accordance with the DES Best Management Practices for Urban Stormwater Runoff Manual (January 1996) and the Stormwater Management and Erosion and Sediment Control Handbook for Urban and Developing Areas in New Hampshire (August 1992).
- 11. The deed which accompanies the sales transaction for any additional lots along the service interconnection shall contain condition #7 of this approval.
- 12. Dredged material shall be placed outside of the jurisdiction of the DES Wetlands Bureau.
- 13. The permittee shall coordinate with the NH Division of Historic Resources to assess and mitigate the





## MAP 83 & O CALEF HWY (RT 125), LEE, NH





# THANK YOU FOR REVIEWING THE ENTIRE PROPERTY INFORMATION PACKAGE. WE LOOK FORWARD TO SEEING YOU AT THE AUCTION. IF YOU HAVE ANY QUESTIONS PLEASE DON'T HESITATE TO CONTACT US.



Justin Manning, CAI, AARE
President
Phone: 800-521-0111

Fax: 508-362-1073

JJManning.com

auctions@JJManning.com

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