

Purchase and Sale Agreement terms between City of Dover, New Hampshire (“City”) and One Twenty Five Washington Street, LLC (“Seller”)

1. City is purchasing approximately 4,384 square feet of land located at 125 Washington Street in Dover, New Hampshire (the “Parcel”), from Seller for One Dollar (\$1.00) and the Parking Permits (defined below), which such Parcel will be subject to a lot-line adjustment and used for a limited access drive for the exclusive use of the Dover Police Department, its staff and associated agencies for access into a secured underground level of the City’s parking garage. A Purchase and Sale Agreement will be signed by the parties with the terms set forth herein and additional terms as is customary in New Hampshire (the “Purchase Agreement”).
2. The Parcel is being conveyed “as-is”, “where-is” and “with all faults” as to its physical condition, under a Quitclaim Deed.
3. Upon completion by City of the parking garage on property adjacent to the Parcel, City shall provide to Seller fifteen (15) parking permits, which permits will be valid for parking spaces, on a first come, first served basis, located within the parking garage or Orchard Street lot (the “Parking Permits”) for forty-five (45) years. Seller shall acquire from the City the Parking Permits on the following payment schedule: (i) for the first twenty-five (25) years, the Parking Permits shall be rent free, (ii) for the next ten (10) years, Seller shall pay 50% of the market rate for Parking Permits in downtown Dover, and (iii) for the last ten (10) years, Seller shall pay 66% of the market rate for Parking Permits in downtown Dover. Following the expiration of such forty-five (45) year period, Seller may continue to retain the Parking Permits at market rates for parking permits. In the event Seller abandons all or any of the Parking Permits at any time, Seller shall have the right, continuing in perpetuity, to renew this parking arrangement for up to the 15 Parking Permits, upon one (1) year’s prior notice to City. In the event that there arises an issue with the availability of parking spaces for Seller and its tenants in the parking garage and Orchard Street lot, City shall resolve such issue to Seller’s reasonable satisfaction.
4. City, at its cost, shall reconstruct the Aubuchon parking lot located on Seller’s property, per the agreed upon site plan attached to the Purchase Agreement, by increasing the parking stalls from twenty (20) to twenty-seven (27) spaces, including:
 - Proper drainage to better accommodate site drainage into the City’s storm drain system (which may include an easement permitting 125 Washington Street, LLC to discharge into the City storm drain system)
 - Replacing the underground water service to the building with access from Washington Street
 - Relocating the existing propane filling station to comply with applicable code requirements
 - Removing the existing asphalt pavement, providing and preparing gravels for the parking lot base, placing base and final bituminous concrete pavement, applying a

top-coating of pavement and striping of parking stalls, loading areas and storage areas as well as placing signage regarding the same.

- Excavating the hillside along the north side of the Aubuchon parking lot into the existing City-owned Orchard Street parking lot to expand the usable area of the Aubuchon parking lot
 - Removing and disposing of any urban fill and/or contaminated or excess soils
 - Relocating the existing hydrant closer to Washington Street
 - Providing pad, bollards and required fencing for dumpsters, installing granite curbing, placing a dumpster on the lot within a fenced enclosure
 - Relocating the non-conforming business sign along Washington Street
 - Removing the existing fence and installing a new fence and gate along Washington Street
 - Constructing any screening required by the Planning Board during the site plan approval of the Police Station/Parking Facility as well as loaming and seeding of the entire area.
 - City to provide a maintenance bond for the two years following the reconstruction of the parking lot, to ensure that any issues that arise with the lot are repaired.
 - Lot Line adjustment shall be made by deed from Seller to City on the Chestnut Street side of Seller property where the current site plan amendment shows an easement from Seller to City, with the conveyance to accomplish the lot line adjustment made at closing. This lot line adjustment shall be used for a sidewalk on, over and across eighty-three (83) square feet of sidewalk currently owned by Seller and located adjacent to Chestnut Street for the purposes of constructing a bus pull-off and loading zone along Chestnut Street and the hardscape plaza adjacent to the Second Floor. Such work shall include, but shall not be limited to, installing granite curbing and preparing gravels for the base as well as placing final bituminous concrete pavement.
 - The parties shall agree to a development schedule for the changes to the Seller's property which is acceptable to Seller and its tenants.

Said reconstructed parking lot shall be designed by a qualified engineer. Lot reconstruction plans shall be submitted to Seller's engineer for comment. City shall also obtain any comments for the reconstruction from Aubuchon Hardware. Such reconstruction shall take place in phases and City shall cooperate with Aubuchon Hardware to arrange for substitute parking arrangements, including, at City's election, on-street parking as well as in the Orchard Street lot and phasing so that the entire parking lot is never under construction at the same time. City may grant Seller (and Aubuchon Hardware) the right to utilize parking on Washington Street or other public parking facilities during the reconstruction. The City will also provide necessary exterior storage for the Seller during construction in the Orchard Street parking lot. [A plan will be included as an exhibit to the agreement.]

5. City, at its cost, shall construct a hardscape plaza on its property which shall include an area for delivery vehicles and buses to pull directly in front of the second floor of Seller's building currently occupied by Community Partners (the "Second Floor") entrance as well as a pedestrian ramp for handicap accessibility, and stairs and a walkway from such

hardscape area to both the parking garage pedestrian entrance and the upper rear access to the Second Floor. The City shall also reconstruct the existing ramped access to the Second Floor. Second Floor tenants and any invitees, employees, cleaning crew, subtenant of any Second Floor tenant shall be granted an easement across the hardscape area as a loading zone. City shall have a right of way for pedestrian access across the hardscape plaza from the garage for access to Chestnut Street. City, at City's sole cost and expense, shall conduct all required maintenance of the hardscape plaza, including, but not limited to sweeping and snow plowing. Should the Second Floor no longer be occupied by a tenant in need of handicap access, and the City wishes to reconfigure the plaza, the Seller shall be consulted and have the opportunity to provide comment regarding design changes.

6. An opening at the southwest corner of the parking garage on the first level will be created to allow pedestrian and handicap access to the hardscape plaza, and an easement granted for said access. At least two (2) handicap parking spaces, which shall be marked by signage and pavement markings, shall be located inside the garage on the first level immediately adjacent to this southwest access point, near the Second Floor front entrance. Additional handicap parking spaces will be located on the first level of the garage adjacent to the entrance to the police station lobby, located in the northwest corner of the parking garage.
7. All Second Floor tenants of the Seller's building at 125 Washington Street may utilize the garbage dumpster to be located by City on the Parcel, at no cost to such tenants. City may place reasonable restrictions on what may be placed in the dumpster, as well as quantities, including prohibitions on industrial waste, hazardous waste or food waste. The City has the right to monitor use of dumpster to ensure compliance. If a new Second Floor tenant seeks to use the dumpster, the City must be notified in writing, and has the right to inquire about the nature and quantity of waste to be disposed. The City has the right to condition a new tenant's use of the dumpster, consistent with its reasonable restrictions on the use of the dumpster.
8. Seller, at City's sole cost and expense, shall grant City a temporary blanket construction and access easement on, over and across Seller's property for purposes incidental to the construction of the parking garage and other improvements on City's property.
9. Seller, at City's sole cost and expense, shall grant an easement for access to maintain the retaining walls and exterior of the garage in an area on the 125 Washington Street parcel along the common property line between the 125 Washington Street parcel and the adjacent City parcel. City shall provide reasonable notice of any undertaking of such maintenance and shall remove any obstacles within the easement area at its cost (provided Seller erects no structures in the easement area), and shall move and return any materials validly stored in the easement area.
10. Seller, at City's sole cost and expense, shall grant City a blanket easement for the relocation of utilities on the Parcel. If necessary, the City, at City's sole cost and

expense, shall grant to Seller a permanent access easement on, over and across City's property for purposes of accessing the Garage and other areas owned by City for the uses provided herein.

11. City is responsible for transfer taxes (which will mean Seller's share of taxes) for the conveyancing contemplated by these transactions.
12. Seller shall have a continuing right of first refusal on the Parcel.
13. Seller shall have the right of reverter or other form of reversionary interest acceptable to the parties for all property conveyed to City under the Agreement in the event that City elects to replace the parking lot and/or parking garage with a use other than for parking and fails to provide reasonably equivalent parking spaces elsewhere.
14. City to pay for reasonable attorney's fees incurred by Seller contemplated by the above, not to exceed Twenty Thousand Dollars.
15. City is responsible for obtaining all required permits and approvals, including any subdivision/lot line adjustment approvals, site plan approvals, and any other federal, state or local permitting.
16. The City Manager shall obtain approval to execute a Purchase and Sale Agreement consistent with the terms and conditions in this term sheet. Any terms or conditions in the Purchase and Sale Agreement that represent changes or additions to the terms and conditions in this term sheet shall be subject to the consent and approval of the City, acting by and through its City Manager. Changes or additions considered material by the City Manager, in the City Manager's sole discretion, shall require approval by the City Council.
17. In the event that the City fails to approve the Development Agreement Term Sheet between 104 Washington Street, LLC and The Sidney Robbins Family Trust and City, or if said parties fail to enter into a Development Agreement, then Seller, at its option, shall have no obligations hereunder.