



Victoria F. Sheehan  
Commissioner

DEC 10 '18 AM 11:12  
THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.  
Assistant Commissioner

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

Right-of-Way Bureau  
November 28, 2018

**REQUESTED ACTION**

The Department of Transportation, pursuant to RSA 228:31 and 4:40 IV, requests authorization to transfer in fee simple absolute, a 7.296 +/- acre parcel of State-owned property located in the Town of Londonderry, immediately north of the I-93 Exit 4 Park and Ride Facility, to Pillsbury Development, LLC.

This transaction is in exchange for the transfer of a 15.42 +/- acre swath of land, 2.12 +/- acres of drainage easement, 5.44 +/- acres of utility easement, and 8.71 +/- acres of wetland mitigation easement (collectively referred to as the "Pillsbury Parcel"), from Pillsbury Development, LLC to the Department of Transportation.

Further authorization is requested to waive the Administrative Fee of \$1,100.00.

This is a no cost transaction, and would be effective upon Governor and Executive Council approval.

**EXPLANATION**

In anticipation of the Derry-Londonderry IM-0931(201),13065 Project, the Department entered into Right-of-Way negotiations with Pillsbury Development, LLC, Hyrax Derry Partners, LLC and the 32 Trolley Car Lane Condominium Association, collectively referred to as "Pillsbury" (Pillsbury Development LLC, Hyrax Derry Partners, LLC and the 32 Trolley Car Lane Condominium Association are under common ownership and management) to exchange the above-mentioned parcel for the property rights needed to complete the construction of I-93 Exit 4A.

To complete the project it is necessary for the Department to acquire a 15.42 +/- acre swath of land, 2.12 +/- acres of drainage easement, 5.44 +/- acres of utility easement, and 8.71 +/- acres of wetland mitigation easement (collectively referred to as the "Pillsbury Parcel"), from Pillsbury.

Of the property rights mentioned above, 2.95 +/- acres are located west of I-93, just off Trolley Car Lane, with the remaining property rights located east of I-93, just north of Exit 4. As a result of these negotiations, the Department requests authorization to exchange its property interests in the 7.296 +/- acre State-owned parcel for the "Pillsbury Parcel," described above.

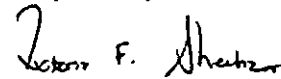
29A sam

This State-owned parcel was originally acquired in 1982 in connection with the Londonderry P-3072-B project.

The Department has reviewed the property rights subject to this exchange and has determined that it is in the best interest of the State of New Hampshire to enter into this exchange agreement.

Authorization is requested to transfer to Pillsbury Development, LLC the 7.296 +/- acre parcel of State owned property in exchange for the 15.42 +/- acre swath of land, 2.12 +/- acres of drainage easement, 5.44 +/- acres of utility easement, and 8.71 +/- acres of wetland mitigation easement currently owned by Pillsbury. Further authorization is requested for a waiver of the \$1,100.00 Administrative Fee.

Respectfully,



Victoria F. Sheehan  
Commissioner

VFS/SGL/pfc  
Attachments

## **LAND EXCHANGE AGREEMENT**

This Land Exchange Agreement ("Agreement") is made as of this 20<sup>th</sup> day of November 2018, by and between the State of New Hampshire, by and through its Department of Transportation (the "State"), Pillsbury Realty Development, LLC, a New Hampshire limited liability company, and Hyrax Derry Partners, LLC, a New Hampshire limited liability company (collectively referred to hereinafter as "Developer").

WHEREAS, the Developer is the owner of the real property identified as Londonderry Tax Map 10, Lots 46, 48 and 50 ("Developer's Parcel");

WHEREAS, Developer intends to develop the property in accordance with the Woodmont Commons Planned Unit Development Master Plan approved by the Londonderry Planning Board on October 2, 2013 (the development is hereinafter referred to as Woodmont Commons).

WHEREAS, the State is the owner of the real property legally described as Londonderry Tax Map 10, Lot 56 ("State's Parcel");

WHEREAS, the State would benefit from acquisition of that portion of the Developer's Parcel identified on the illustration attached as Exhibits A1 and A2, a 15.42 acre swath of land, plus or minus; 2.12 acres of drainage easement, plus or minus; 5.44 acres of utility easement, plus or minus; and 8.71 acres of wetland mitigation easement, plus or minus (collectively referred to as the "Subject Portion of Developer's Parcel") described in Exhibit B;

WHEREAS, the Developer would benefit from acquisition of that portion of the State's Parcel identified on a plan entitled "Subdivision Plan" prepared by Hayner/Swanson, Inc. dated January 3, 2018 attached as Exhibit C, a 7.5 acre area of land, plus or minus (the "Subject Portion of the State's Parcel"); and,

WHEREAS, the Developer's intended use of the State's parcel requires possession of the land sooner than the State has the ability to take possession of the Developer's Parcel; and,

WHEREAS, in order to settle threatened boundary, ownership and eminent domain litigation, the State and the Developer wish to exchange the subject portions of their respective properties under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. DEFINITIONS. The Subject Portion of the Developer's Parcel and the Subject Portion of the State's Parcel are sometimes individually referred to hereinafter as the "Exchange Property" or collectively as the "Exchange Properties." A party who is intending to convey title to an Exchange Property at Closing is sometimes referred to hereinafter as "Grantor Party" and a party who is intending to accept title to an Exchange Property at Closing is sometimes referred to hereinafter as "Grantee Party."

**2. THE EXCHANGE TERMS.** The State and the Developer acknowledge that the Subject Portion of the Developer's Parcel and the Subject Portion of the State's Parcel are of like kind and equal value. The State will convey the Subject Portion of the State's Parcel to the Developer at Closing. The Developer will convey the subject Portion of the Developer's Parcel to the State at Closing. Conveyances of the Exchange Properties will include quitclaim covenants. The State acknowledges that the Subject Portion of the State's Parcel will be developed by Developer as part of its adjacent Woodmont Commons Planned Unit Development. The Developer acknowledges that the Subject Portion of the Developer's Parcel will be developed by the State as part of Exit 4A, a proposed new interchange and system of connector roads along Interstate 93, otherwise known as the Derry-Londonderry 13065 IM-0931(201) Project. The Developer further acknowledges that the Exit 4A project is in its preliminary stages and the design is not complete. The Developer acknowledges that the property rights described in Exhibit B are an estimate and may increase or decrease as much as 10%. As consideration for the State's Parcel, the Developer agrees to convey the property rights described in Exhibit B with as much as 10% increase in area, if such an increase is needed to complete Exit 4A. The State agrees to minimize the final design footprint of Exit 4A as much as feasible. The Quitclaim Deed for the Subject Portion of the State Parcel shall be in the form of Exhibit D. The Warranty Deeds and Partial Mortgage Releases for the Subject Portion of the Developer's Parcel shall be in the form of Exhibits E1 through E5.

**3. FINAL DESIGN.** State and Developer agree to execute revised or additional quitclaim deeds or partial releases as necessary to accommodate changes to the final design of Exit 4A, which may increase or decrease the property rights necessary to complete construction, as anticipated in Section 2 of this agreement.

**4. PROPERTY MANAGEMENT RESPONSIBILITY.** Developer shall maintain property management responsibility of 32 Trolley Car Lane. Developer shall remain responsible for the fitness for health and safety set forth in RSA 48-A, local codes, ordinances and/or bylaws, for the residential dwellings at 32 Trolley Car Lane and is entitled to all rents collected therefrom. On or before such time as the State's development of Exit 4A renders the leaching field now serving 32 Trolley Car Lane inoperable, the State shall tender such easements or real property rights to Developer as reasonably necessary to connect, possess, operate, and maintain, in perpetuity, a replacement leaching field on the adjacent parcel. Said adjacent parcel, which is to be acquired by the State as part of the Exit 4A project, and any and all arrangements relating to the provision of the replacement leaching field for 32 Trolley Car Lane, shall be at the sole expense of the State.

**5. INDEMNIFICATION.** Developer shall defend, indemnify, and hold harmless the State, its officers, agents, and employees, from and against any and all claims suffered by the State, its officers, agents, and employees, and any and all claims, liabilities or penalties asserted against the State, its officers, agents, and employees, which could be based on, result from, or arise out of (or may be claimed to arise out of) the acts or omissions of the Developer or from the use, maintenance, installations, or the existence of the residential dwellings at 32 Trolley Car Lane. Notwithstanding the forgoing, nothing herein contained shall be deemed to constitute a waiver of sovereign immunity of the State which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.



**6. CROSS EASEMENTS.** In addition to the exchange of parcels described above Developer and State agree to exchange cross easements to allow public access directly from the Londonderry Exit 4 Park and Ride Facility to the Woodmont Commons at a location mutually agreeable by the parties.

**7. TITLE INSURANCE.** Each party shall be responsible for arranging its own title insurance policy, with the other party providing such documentation as may be customary and reasonably necessary to facilitate the placement of coverage.

**8 TRANSFER TAXES.** The State is exempt from paying transfer tax pursuant to RSA 78-B:2,1.

**9. CLOSING.** Closing shall occur within ten (10) days from the Governor's and Executive Council's confirmation of the terms of this Agreement.

**10. RISK OF LOSS.** Risk of loss or damage to either of the Exchange Properties shall rest with the Grantor of said Exchange Property until the time of delivery of possession at the Closing.

**11. NO REAL ESTATE COMMISSION AND FINDER'S FEE.** The parties agree that no party hereto shall be liable for any real estate broker's commission, agent's commission, or finder's fee, in connection with the transaction contemplated by this Agreement.

**12. FAILURE TO DEVELOP EXIT 4A.** The State and Developer acknowledge that the State's development of Exit 4A, which is the anticipated use of the Subject Portion of the Developer's Parcel, is contingent upon federal approvals and a finding of occasion for lay out or alteration of I-93 pursuant to RSA 230:45. In the event that Exit 4A is not developed as reasonably anticipated, and the State's good faith efforts to pursue development of Exit 4A cease, the Developer agrees to purchase the Developer's Parcel back from the State at the appraised value of \$1,600,000, as determined by Stephen Bernard, Chief ROW Appraiser and documented in a Memorandum from Stephen Bernard, Chief ROW Appraiser, to Charles R. Schmidt, P.E., Bureau Administrator, through Stephen LaBonte, Assistant Bureau Administrator (March 23, 2018) (attached as Exhibit B of this agreement).

**13. DEFAULT.** Time is agreed to be of the essence. In the event either party fails to comply with any of the material terms hereof, then the other party may declare a default and seek any remedy at law or in equity without notice or demand, including specific performance. The parties agree to the jurisdiction of the Rockingham County Superior Court in the event of default or the need for enforcement of this Agreement.

**14. FURTHER COOPERATION.** Each undersigned party will, except as otherwise provided herein, whenever it shall be necessary to do so by the other, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, documents as may be necessary or proper to effectuate the covenants, contingencies and agreements herein provided. The Developer and the State agree to use good faith efforts in cooperation

to carry out the intent of this Agreement and to provide quality and efficient development sites for both the Developer and the State.

15. **INTERPRETATIONS.** Any uncertainty or ambiguity existing herein shall not be interpreted against either party because such party prepared any portion of this Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally.

16. **CONSTRUCTION.** Whenever used herein including acknowledgments, the singular shall be construed to include the plural, the plural the singular, and the use of any gender shall be construed to include and be applicable to all genders as the context shall warrant.

17. **NON-MERGER.** All representations and warranties made herein are intended to survive Closing and shall not be merged in the deed unless otherwise stated in this Agreement. This Agreement shall not be canceled at Closing.

18. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties relating to the transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are merged herein. This Agreement cannot be materially modified or altered unless reduced to writing and consented to by all the undersigned parties.

19. **NOTICE AND DEMANDS.** Notice, demand, or other communication mandated by this Agreement by either party to the other shall be sufficiently given or delivered if it is sent by registered or certified mail, postage prepaid, return receipt requested.

20. **EXECUTION IN COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

21. **GOVERNING LAW.** All aspects of this Agreement shall be governed by the laws of the State of New Hampshire.


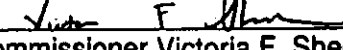
22. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legatees, devisees, personal representatives, successors and assigns.

[Signatures follow.]

WITNESSETH, the State and Developer hereby execute this Agreement as of the date first set forth above:


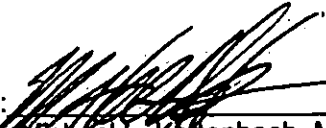
"State"

State of New Hampshire, by and through its Department of Transportation


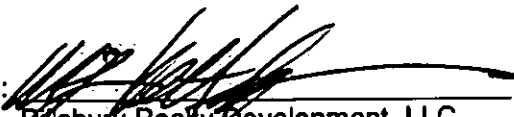
ATTEST:  By:   
Commissioner Victoria F. Sheehan  
Duly Authorized

"Developer"

Pillsbury Realty Development, LLC

ATTEST:  By:   
Michael L. Kettenbach, Managing Member  
Duly Authorized

Hyrax Derry Partners, LLC

ATTEST:  By:   
Pillsbury Realty Development, LLC  
Its Sole Member  
Michael L. Kettenbach, Managing Member  
Duly Authorized

EMBERT A1



001-1



EXHIBIT A-2

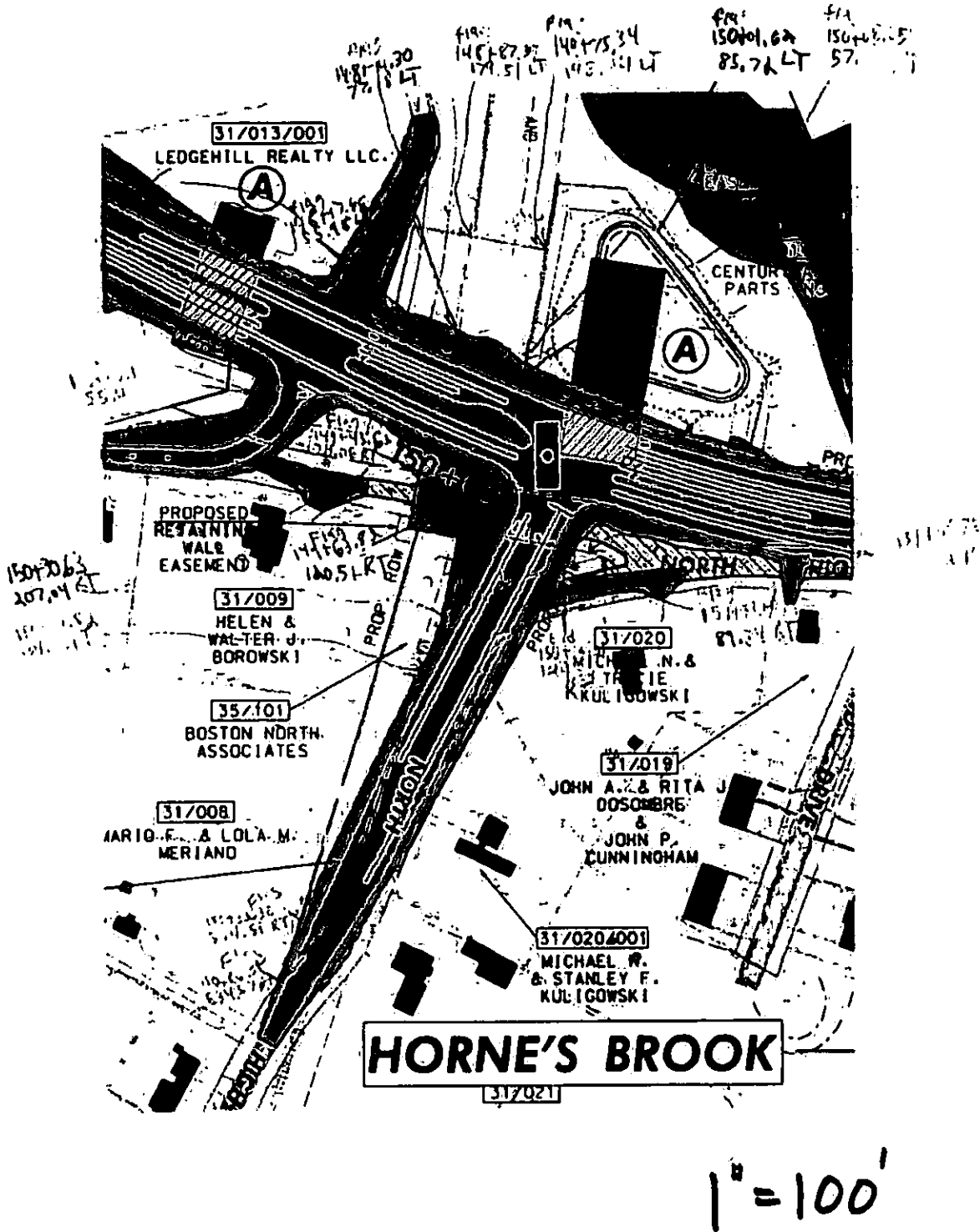


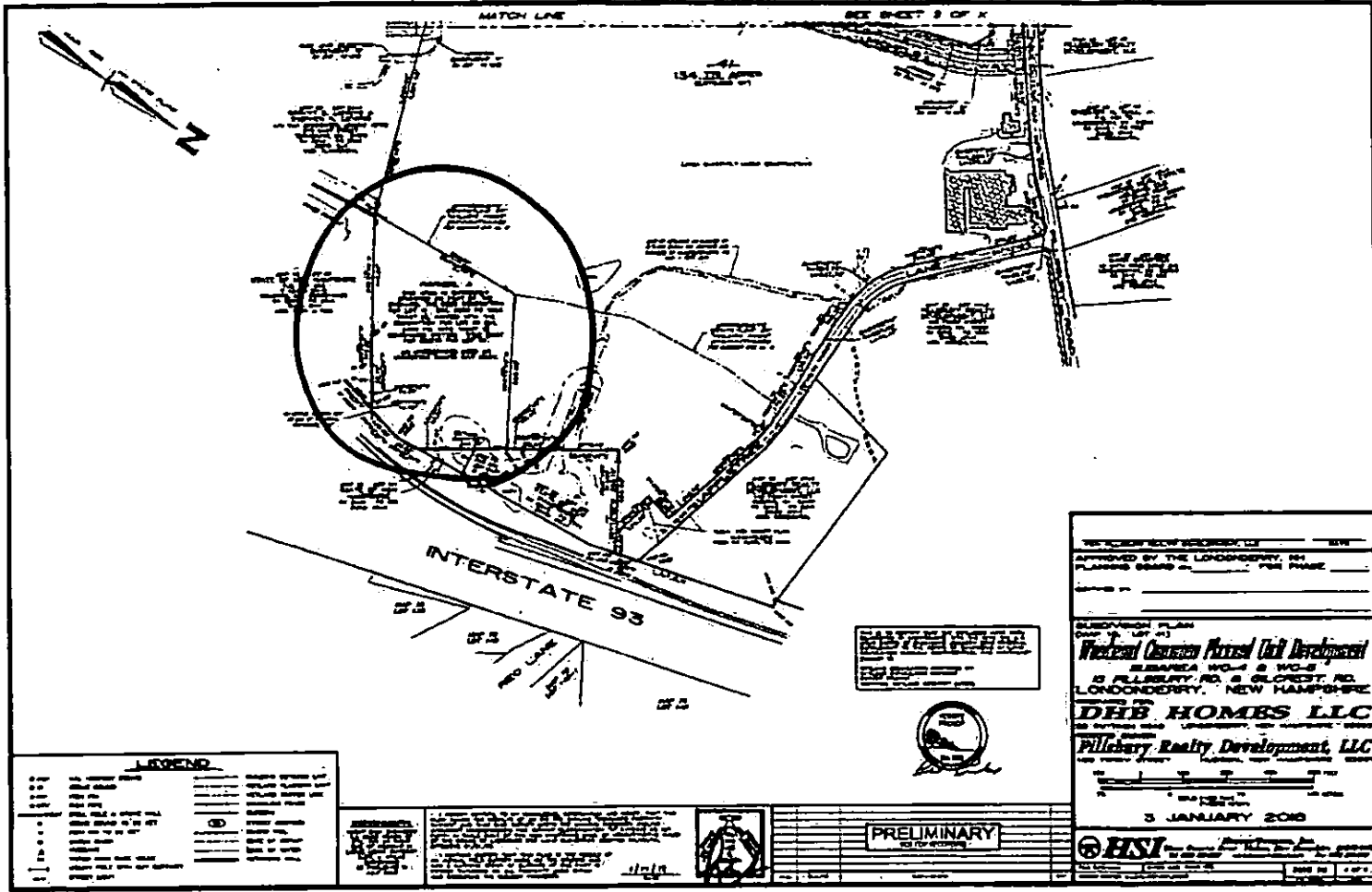
EXHIBIT B

June 15, 2017

Derry-Londonderry 13065  
 Approximate Property Impacts to Woodmont Common's Parcel  
 based on 2007 D13 4A Public Hearing Plan

Tax Map/Lot #	Town	Titled Owner	Acres		sq ft		sq ft		sq ft		sq ft	sq ft	sq ft	sq ft
			sq ft	acres	sq ft	acres	sq ft	acres	sq ft	acres				
10/050	Londonderry	Hyrax Derry Partners LLC	358,100	8.22	47,050	1.08	189,050	4.34	251,500	5.77				
35/003	Derry	Hyrax Derry Partners LLC	0	0.00	0	0.00	0	0.00	128,200	2.94				
10/046	Londonderry	Pittsury Realty Development LLC	19,580	0.44	56,090	0.83	0	0.00	0	0.00				
10/008	Londonderry	Pittsury Realty Development LLC	212,800	4.88	0	0.00	47,900	1.10	0	0.00				
35/101	Derry	Hyrax Derry Partners LLC	12,470	0.28	9,170	0.21	0	0.00	0	0.00				
[Railroad Corridor]			27,880	0.64	0	0.00	0	0.00	0	0.00				
10/129C/002A/B	Londonderry	Association	41,350	0.95	0	0.00	0	0.00	0	0.00				
Totals			671,780	15.42	92,250	2.12	296,950	5.44	379,500	8.71				

Notes:  
 1. Some additional minor slope easements shown on Hearing Plan, not included in this table.  
 2. Project wetland mitigation may be achieved via AEM fund payment, not acquisition of easements for preservation/creation.



STATE → PILLSBURY

EXHIBIT D

Return to:  
Ari Pollack  
Gallagher, Callahan & Gartrell, P.C.  
214 North Main Street  
Concord, NH 03301

### QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, THAT, **The STATE OF NEW HAMPSHIRE**, whose mailing address is PO Box 483, 7 Hazen Drive, Concord, New Hampshire 03302-0483, by the Commissioner of The Department of Transportation, pursuant to vote of the Governor and Council on \_\_\_\_\_, and in accordance with the provisions of New Hampshire Revised Statutes Annotated 228:31 and 4:39-c, and for consideration paid, hereby grants to **PILLSBURY REALTY DEVELOPMENT, LLC**, A New Hampshire Limited Liability Company, with an address of 15A Pillsbury Road, Londonderry, New Hampshire 03053, with QUITCLAIM covenants, a certain parcel of land located in the Town of Londonderry, County of Rockingham, State of New Hampshire, situated on the westerly side of Interstate 93 and being approximately 400 feet south of Appletree Lane, being further bounded and described as follows:

Being Parcel A as shown on plan of land entitled "Master Subdivision Plan, (Map 10, Lot 41) Woodmont Commons Planned Unit Development, Subarea WC-4 & WC-5, 15 Pillsbury Road & Gilcrest Road, Londonderry, New Hampshire, prepared for: DHB Homes, LLC, Record Owner: Pillsbury Realty Development, LLC dated \_\_\_\_\_ and recorded in the Rockingham County Registry of Deeds as Plan No. \_\_\_\_\_ and further bounded and described as follows:

Beginning at an iron pipe in a stone wall on the westerly side of land of the State of New Hampshire, at the southeast corner of land of Pillsbury Realty Development, LLC and being the northeast corner of the herein described premises; thence:

S 35° 11' 58" E by a stone wall and land of the State of New Hampshire, a distance of 246.35 feet to a drill hole; thence

S 34° 38' 36" E by the stone wall and land of the State of New Hampshire, a distance of 57.51 feet to a point at the westerly sideline of Interstate 93; thence

S 05° 45' 34" E by said Interstate a distance of 90.80 feet to a NH highway bound; thence

S 12° 24' 42" W by said Interstate a distance of 125.55 feet to a point; thence

S 52° 17' 00" W a distance of 19.73 feet to a drill hole set in a stone wall; thence

S 56° 23' 13" W by said stone wall, a distance of 78.95 feet to a drill hole at the end of said wall; thence

S 54° 06' 00" W a distance of 56.78 feet to a drill hole at the end of a stone wall; thence

S 55° 36' 57" W by said wall, a distance of 104.22 feet to a drill hole set at the end of said wall; thence

S 56° 54' 56" W a distance of 419.64 feet to an iron pipe at the centerline of a discontinued road leading from land of formerly Thomas H. Holmes to the Nevins Farm, being

the northeast corner of land of William E. Lievens Revocable Trust and the southeast corner of Pillsbury Realty Development, LLC, thence;

N 04° 49' 56" W by the centerline of said road and land of Pillsbury Realty Development, LLC, a distance of 559.61 feet to a point; thence

N 58° 19' 15" E by land of Pillsbury Realty Development, LLC, a distance of 535.00 feet to the point of beginning.

In addition, Grantor hereby releases any right and interest in or to the so-called old Holmes Road (discontinued).

Containing an area of 7.296 acres or 317,814 square feet more or less, being the same parcel as described in deeds from Roscrans W. Pillsbury to John Gilcreast, in Book 517, Page 222, and John W. Gilcreast to Thomas M. Holmes, in Book 517, Page 220 and Thomas M. Holmes to David W. Ela, in Book 512, Page 379, all recorded at the Rockingham County Registry of Deeds and being a part of the second tract of land as described in deed from Hellinno Trust to the State of New Hampshire as recorded in Book 2408, Page 1062.

IN WITNESS WHEREOF The State of New Hampshire has caused its name to be set and its seal to be hereunto affixed by the Commissioner of The Department of Transportation, duly authorized and executed this 5th day of December, 2018.

STATE OF NEW HAMPSHIRE

By: [Signature]

VICTORIA F. SHEEHAN  
Name

COMMISSIONER  
Title

STATE OF NEW HAMPSHIRE  
COUNTY OF Merrimack

On this 5th day of December, 2018, before me DAWN M. DOSSETT the undersigned officer, personally appeared by VICTORIA F. SHEEHAN, Commissioner of the Department of Transportation, and that as such Commissioner, being authorized so to do, execute the foregoing instrument for the purposes therein contained, by signing the name of the State of New Hampshire as the Commissioner of the Department of Transportation.

In witness whereof, I have hereunto set my hand and seal.

[Signature]  
Notary Public/Justice of the Peace  
My Commission expires: DAWN M. DOSSETT  
Notary Public - New Hampshire  
My Commission Expires Oct. 25, 2021

## WARRANTY DEED

THAT Pillsbury Realty Development, LLC, a New Hampshire Limited Liability Company with a principal office address of 214 North Main Street, P.O. Box 1415, Concord, New Hampshire 03301 (Grantor), for consideration paid, grant to the State of New Hampshire, whose address is PO Box 483, 7 Hazen Drive, Concord, New Hampshire 03302-0483 (Grantee), with WARRANTY covenants,

Portions of two parcels of land, not homestead, situated on the Easterly side of Interstate 93, as now travelled, in the Town of Londonderry, County of Rockingham, State of New Hampshire, and shown as being portions of the Town of Londonderry Tax Map 10, Lot 46, and Tax Map 10, Lot 48, as shown on the 2007 Interstate 93 Exit 4A Public Hearing Plan Derry-Londonderry, IM-0931(201), 13065 on file in the records of the New Hampshire Department of Transportation, bounded and described as follows:

Tax Map 10, Lot 46

Beginning at a point in the Northeasterly corner of land now belonging to the Grantor, formerly of Boston North Associates, Inc., said point also being approximately 37.62 feet Southerly of and nearly opposite the 4A Connector Road Centerline Station 121+85.68. Said point also being in the division line between land now of the Grantor, and other land now of the Grantor, and formerly of John P. and Susan J. Madden and shown as Map 10, Lots 48 and 50. Thence Westerly with said division line, to a point approximately 74.69 feet Southerly of and nearly opposite station 120+80.26. Thence Southeasterly to a point approximately 73.64 feet Southerly of and nearly opposite station 121+91.17, said point also being the division line of said land, now of the Grantor, and other land now of the Grantor, formerly of John P. and Susan J. Madden. Thence Northerly with said division line, to the point of beginning. Said Parcel being triangular in shape

Containing 0.44 acres, more or less, and being a portion of that property recorded October 18, 2010 in the Rockingham County Registry of Deeds in Book 5155, Page 1933.

And also granting the permanent right and easement to construct, reconstruct, maintain, repair and operate ditches, culverts, pipes, catch basins or other facilities for drainage purposes, in accordance with the standard practice of highway construction, over, under or through land of the of the Grantor and shown on said Plan, all in accordance with the standard practice of highway construction, and further described as follows;

Beginning at a point approximately 520.58 feet southerly of and nearly opposite the 4A Connector Road Centerline Station 108+50.01, said point being in the proposed Easterly LAROW Line for I-93, as shown on said plan. Thence, Southerly with said LAROW line to a point approximately 611.99 feet Southerly of and nearly opposite Station 108+66.86. thence, Easterly to a point. Thence, Southerly to a point

approximately 627.62 feet southerly of and nearly opposite station 109+57.58. Thence, Northeasterly to a point in the division line between land of the grantor, formerly Robert H. and Maureen S. St. Jean Revocable Trust and other land now of the grantor formerly of Boston North Associates Inc. said point also being approximately 334.46 feet southerly of and nearly opposite station 113+40.15. Thence Westerly with said division line to a point approximately 393.69 feet southerly of and nearly opposite Station 110+63.65. thence, southwesterly to the point of beginning.

Containing 36,030 square feet, more or less.

Tax Map 10, Lot 48

Beginning at a point in the division between land now of the Grantor and other land of the Grantor, now or formerly of Seven Hills Development LLC, said point also being approximately 74.97 feet Northerly of the 4A Connector Road Centerline Station 136+82.16. Thence, Northwesterly to a point approximately 75.07 feet Northerly of and nearly opposite station 124+85.30, said point being in the divisionline between land now of the grantor, formerly of Boston North Associates, Inc. and other land now of the Grantor, formerly of John P. and Susan J. Madden. Thence, Westerly with said divisionline to a point approximately 37.62 feet Southerly of and nearly opposite station 121+85.68, said point also being in the division line between land now of the Grantor and other land now of the Grantor. Thence, Southerly with said division line between land now of the Grantor and other land, now of the Grantor, formerly of Robert H and Maureen s. St. Jean Revocable Trust to a point approximately 73.64 feet Southerly of and nearly opposite station 121+ 91.17, thence, Southeasterly to a point approximately 75.00 feet Southerly of and nearly opposite station 137+50.47, said point also being in the division line between land now of the Grantor and land now or formerly of Seven Hills Development LLC, thence Northerly with said division line to the point of beginning.

Containing 4.88 acres, more or less, and being a portion of that property recorded October 18, 2010 in the Rockingham County Registry of Deeds in Book 5155, Page 1931.

Granting the permanent right and easement to construct, reconstruct, maintain and repair pipes, conduits, cables, wires, poles, basins, manholes or other facilities for utility purposes, over, under or through land of the Grantor abutting or near, Interstate 93 as shown on the above-referenced Plan in accordance with the standard practice of highway construction.

Beginning at a point approximately 75.07 feet Northerly of and nearly opposite the 4A Connector Road centerline station 124+85.30, said point also being in the northerly proposed ROW line of 4A Connector Road said point also being in the division line between land now of the grantor and other land now of the grantor, formerly of Boston North Associates, Inc. as shown on the above referenced plan, thence southeasterly with said proposed ROW line to a point approximately 74.72 feet northerly of and nearly opposite station 131+55.66, thence northwesterly to a point approximately 175.01 feet northerly of and nearly opposite station 130+38.46, thence northwesterly to a point approximately 174.99 feet northerly of and nearly opposite station 127+51.12 said point also being in the division line between land now of the grantor and other land now of the grantor, formerly of Boston North Associates, Inc. thence Westerly with said division line to the point of beginning.

Containing 47,900 square feet, more or less.

PILLSBURY REALTY DEVELOPMENT, LLC

By: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF NEW HAMPSHIRE,

SS

A. D., 2018.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, \_\_\_\_\_ the undersigned officer, personally appeared, \_\_\_\_\_, who acknowledged himself / herself as being the Member / Manager of Pillsbury Realty Development, LLC and that as such Member / Manager being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation as Member / Manager.

\_\_\_\_\_  
Notary Public/Justice of the Peace

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



## WARRANTY DEED

THAT Hyrax Derry Partners, LLC, with a principal address of 214 North Main Street, Concord, 03301, County of Merrimack, State of New Hampshire (Grantor), for consideration paid, grant to the State of New Hampshire, whose address is PO Box 483, 7 Hazen Drive, Concord, New Hampshire 03302-0483 (Grantee), with WARRANTY covenants,

Three (3) parcels of land, not homestead, situated on the Easterly side of Interstate 93, as now travelled, in the Towns of Londonderry and Derry, County of Rockingham, State of New Hampshire, and shown as being portions of the Town of Londonderry Tax Map 10 Lot 50 and the Town of Derry Tax Map 35, Lot 101, as shown on the 2007 Interstate 93 Exit 4A Public Hearing Plan Derry- Londonderry IM-0931(201), 13065 on file in the records of the New Hampshire Department of Transportation, bounded and described as follows:

### Parcel 1 Tax Map 10 Lot 50

Beginning at a point in the Easterly sideline of Interstate 93, as now travelled, said point also being in the division line between land now of the Grantor, formerly of Boston North Associates, Inc. and also identified as Londonderry Tax Map 10, Lot 50 and land now or formerly of Barbara E. Mandrioli, identified as Londonderry Tax Map 13, Lot 88/4, said point also being approximately 657.86 feet Northerly of and nearly opposite the 4A Connector Road Centerline Station 105+59.27. Thence, Easterly with said division line to a point approximately 657.92 feet Northerly of and nearly opposite station 106+01.04. Said point also being on the Interstate 93 Proposed Easterly LAROW line. Thence, Southerly with said Proposed LAROW line to a point approximately 389.80 feet Northerly of and nearly opposite station 107+04.39; thence, Southerly with said Proposed LAROW line along the arc of a circle, curving to the right and having a radius of 1,500 feet to a point approximately 112.74 feet Northerly of and nearly opposite Station 107+78.55; thence Southerly with said Proposed LAROW line to a point approximately 89.11 feet Northerly of and nearly opposite station 107+83.88; thence Easterly with said Proposed LAROW line to a point approximately 74.85 feet Northerly of and nearly opposite station 109+07.23; thence Easterly with said Proposed LAROW line along the arc of a circle, curving to the right and having a radius of 1,575 feet to a point approximately 74.60 feet Northerly of and nearly opposite station 113+13.36; thence Easterly with the proposed Northerly 4A Connector Road ROW line to a point approximately 75.07 feet Northerly of and nearly opposite station 124+85.30, said point also being in the division line between land now of the Grantor and land formerly of John P. and Susan J. Madden; thence Westerly with said division line to a point approximately 37.62 feet Southerly of and nearly opposite station 121+85.68, said point also being in the division line between land now of the Grantor and land formerly of John P. and Susan J. Madden, and land formerly of the Robert H. and Maureen S. Revocable Trust and; thence Westerly with said division line to a point approximately 74.69 feet Southerly of and nearly opposite Station 120+80.26, said point also being on the proposed Southerly 4A Connector Road ROW line; thence Westerly with said ROW line to a point approximately 75.71 feet

southerly of and nearly opposite station 113+19.65; thence Westerly, with the proposed Southerly 4A Connector Road LAROW line, following the arc of a circle, curving to the left and having a radius of 1,425 feet to a point approximately 75.16 feet Southerly of and nearly opposite station 108+05.01; thence Southerly to a point in the division line between land now of the Grantor and land formerly of Robert H. and Maureen S. Revocable Trust to a point approximately 409.99 feet Southerly of and nearly opposite station 108+34.79; thence Westerly with said division line, to a point in the Easterly sideline of Interstate 93, as now travelled, thence Northerly with said Sideline to the point of beginning.

And also granting with the above-described land all rights of access, light, air and view over, from and to the same from the remainder of abutting lands along the following described lines:

Line 1: Beginning at a point in the Easterly sideline of Interstate 93, as now travelled, said point also being in the division line between land now of the Grantor formerly of Boston North Associates, Inc. and also identified as Londonderry Tax Map 10, Lot 50 and land now or formerly of Barbara E. Mandrioli, identified as Londonderry Tax Map 13, Lot 88/4; thence Easterly with said division line to a point approximately 657.92 feet Northerly of and nearly opposite the Connector Road Centerline Station 106+01.04; thence Southerly to a point approximately 389.80 feet Northerly of and nearly opposite station 107+04.39; thence Southerly along the arc of a circle, curving to the right and having a radius of 1,500 feet to a point approximately 112.74 feet Northerly of and nearly opposite station 107+78.55; thence Southerly to a point approximately 89.11 feet Northerly of and nearly opposite station 107+83.88; thence Easterly to a point approximately 74.85 feet Northerly of and nearly opposite station 109+07.23; thence Easterly along the arc of a circle, curving to the right and having a radius of 1,575 feet to a point approximately 74.60 feet Northerly of and nearly opposite station 113+13.36.

Line 2: Beginning at a point 75.71 feet southerly of and nearly opposite the 4A Connector Road Centerline Station 113+19.65; thence following the arc of a circle, curving to the left and having a radius of 1,425 feet to a point approximately 75.16 feet Southerly of and nearly opposite Station 108+05.01; thence Southerly to a point in the division line between land now of the Grantor and land formerly of the Robert H. and Maureen S. St. Jean Revocable Trust.

Containing 8.22 acres more or less and being a portion of that property recorded October 27, 2009 at the Rockingham County Registry of Deeds in Book 5061, Page 554.

And also granting the permanent right and easement to maintain a Wetland Mitigation area over, under or through land of the of the Grantor as will be needed and shown on the above-referenced plan and further described as follows;

Beginning at a point in the southeasterly sideline of Coteville Road, as now travelled in the Town of Londonderry NH, said point being 1,739.04 feet Northerly of and nearly opposite the 4A Connector Road Centerline Station 138+46.00; thence Easterly with said sideline to a point approximately 1,694.24 feet Northerly of and nearly opposite station 140+02.45; thence Southerly to a point approximately 1,252.15 feet Northerly of and nearly opposite station 140+53.89, said point also being located in the Town of Derry NH; thence Southerly to a point approximately 914.35 feet Northerly of and nearly opposite station 143+62.70; thence Southeasterly to a point approximately 895.56 feet Northerly of and nearly opposite Station 145+61.86, said point also being in the division line between land of the Grantor and other land of the Grantor. Thence, Southerly with said division line to a point approximately 872.38 feet Northerly of and nearly opposite station 145+75.16, said point also being in the division line between land of the Grantor, other land now or formerly of the Grantor, and land now or formerly of Seven Hills Development, LLC; thence Westerly with the division line between land of the Grantor and land now of formerly of Seven Hills Development LLC to a point approximately 708.84 feet Northerly of

and nearly opposite station 141+37.45; thence Northerly to a point approximately 1,165.87 feet Northerly of and nearly opposite station 137+54.33, said point also being located in the Town of Londonderry, NH; thence Northerly to a point in the division line between land of the grantor and land now or formerly of James D. Peck Jr. and Kimberly Peck said point also being approximately 1,624.65 feet Northerly of and nearly opposite Station 135+46.09; thence Easterly with said division line to the point of beginning.

Containing 379,500 square feet, more or less.

And also granting the permanent right and easement to construct, reconstruct, maintain, repair and operate ditches, culverts, pipes, catch basins or other facilities for drainage purposes, in accordance with the standard practice of highway construction, over, under, or through land of the of the Grantor as will be needed and shown on the above referenced plan. All in accordance with the standard practice of highway construction, and as further described as follows;

Beginning at a point approximately 75.84 feet southerly of and nearly opposite the 4A Connector Road Centerline Station 112+08.54, thence southwesterly to a point approximately 273.52 feet southerly of and nearly opposite Station 112+06.85, thence southwesterly to a point in the division line of land of the grantor and land now or formerly of Robert H. and Maureen S. St. Jean Revocable Trust, said point also being approximately 393.69 feet southerly of and nearly opposite 110+63.65, thence easterly with said division line to a point approximately 334.46 feet southerly of and nearly opposite station 113+40.15, thence northeasterly to a point approximately 276.89 feet southerly of and nearly opposite station 113+80.69, thence northerly to a point approximately 76.09 feet southerly of and nearly opposite station 113+81.14, said point also being in the proposed ROW as shown on said plan, thence northwesterly with said ROW line to the point of beginning.

Containing 47,050 square feet, more or less.

And also granting the permanent right and easement to construct, reconstruct, maintain and repair pipes, conduits, cables, wires, poles, basins, manholes or other facilities for utility purposes, over, under or through land of the Grantor abutting or near, Interstate 93 as shown on the above-referenced Plan in accordance with the standard practice of highway construction, and as further described as follows;

Beginning at a point approximately 193.62 feet northerly of and nearly opposite the 4A Connector Road Centerline Station 107+65.56, said point also being in the easterly proposed LAROW line, as shown on the above referenced plan thence, southerly to a point approximately 89.11 feet northerly of and nearly opposite station 107+83.88, thence southeasterly with said proposed LAROW line to a point approximately 74.60 feet northerly of and nearly opposite station 113+13.36, said point also being the point of transition between the LAROW and the proposed ROW, thence southeasterly with said proposed ROW to a point approximately 75.07 feet northerly of and nearly opposite station 124+85.30, said point also being in the division line of the grantor and land now or formerly of John P and Susan J. Madden, thence easterly with said division line to a point approximately 74.99 feet northerly of and nearly opposite station 127+51.12, thence northwesterly to a point approximately 198.29 feet northerly of and nearly opposite station 113+08.47, thence northwesterly along the arc of a circle curving to the left and having a radius approximately 1,675 feet, to a point approximately 175.27 feet northerly of and nearly opposite station 109+12.05, thence northwesterly to the point of beginning.

Containing 189,050 square feet, more or less.

Parcel 2 Tax Map 35 Lot 101 North:

Beginning at a point in the Northeasterly division line between land of the Grantor and land now or formerly of Century Auto Parts Inc., said point also being approximately 57.00 feet Northerly of and nearly opposite the 4A Connector Road Centerline Station 150+06.65, thence Westerly to a point approximately 55.96 feet Northerly of and nearly opposite station 148+17.66, said point being in the division line between land of the Grantor and land now or formerly of Ledgehill Realty LLC, thence southerly to a point approximately 74.06 feet southerly of and nearly opposite station 149+45.62, said point also being in the northerly sideline of Madden Road, as now traveled, thence Easterly with said sideline to a point 55.40 feet northerly of and nearly opposite station 150+25.16, said point also being in the division line between land of the Grantor and land now or formerly of Century Auto Parts, Inc. thence Northerly to the point of beginning.

Containing 0.29 of an acre, more or less, and being a portion of that property recorded October 27, 2009 at the Rockingham County Registry of Deeds in Book 5061 Page 554.

And also granting the permanent right and easement to construct, reconstruct, maintain, repair and operate ditches, culverts, pipes, catch basins or other facilities for drainage purposes, in accordance with the standard practice of highway construction, over, under or through land of the of the Grantor as will be needed and shown on the future Right-of-Way Plan of Derry, 13605. All in accordance with the standard practice of highway construction, and as further described as follows;

Beginning at a point approximately 55.96 feet northerly of the 4A Connector Road centerline station 148+17.66 said point also being in the proposed northerly 4A Connector Road ROW line as shown on the above referenced plan thence northerly to a point approximately 179.51 feet northerly of and nearly opposite station 148+87.39, thence easterly to a point approximately 198.94 feet northicly of and nearly opposite station 149+75.34, thence southerly to a point approximately 57.00 feet northerly of and nearly opposite station 150+06.65, said point also being in the proposed northerly 4A Connector Road ROW line, thence westerly with said ROW line to the point of beginning.

Containing 9,170 square feet, more or less.

Parcel 3 Tax Map 35 Lot 101 South

Being all that land belonging to the Grantor that lies southerly of Madden Road, as now traveled, bounded on the North by the Southerly sideline, as now traveled; bounded on the west by land now or formerly of Helen and Walter J. Borowski and land now or formerly of Mario F. & Lola M. Meriano; and bounded on the East by the Westerly sideline of North High Street, as now traveled. Said Parcel being triangular in shape.

Containing 0.64 of an acre, more or less,

Being a portion of that property recorded October 27, 2009 at the Rockingham County Registry of Deeds in Book 5061 Page 554.

It is hereby made a part of the before mentioned consideration and a condition to this instrument that the property taxes are to be pro-rated as of the date of execution of this instrument.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2018

HYRAX DERRY PARTNERS, LLC

\_\_\_\_\_, Member or Manager

STATE OF NEW HAMPSHIRE

SS

A. D., 2018

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018 before me, \_\_\_\_\_ the undersigned officer, personally appeared, \_\_\_\_\_, who acknowledged himself/herself as being the Member/Manager of Hyrax Derry Partners, LLC, and that as such Member/Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation as Member/Manager.

\_\_\_\_\_  
Notary Public/Justice of the Peace

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

### WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT, 32 Trolley Car Lane Condominium Association, having an address of 32 Trolley Car Lane, Londonderry, New Hampshire 03053, for consideration paid, grant to the State of New Hampshire, whose address is PO Box 483, 7 Hazen Drive, Concord, New Hampshire 03302-0483, with WARRANTY covenants,

A portion of certain tract or parcel of land located on Trolley Car Lane in the Town of Londonderry, County of Rockingham, and State of New Hampshire, and shown as a portion of the Town of Londonderry Tax Map 10 Lot 29C-2, as shown on the 2007 Interstate 93 Exit 4A Public Hearing Plan Derry- Londonderry IM-0931(201), 13065 on file in the records of the New Hampshire Department of Transportation, bounded and described as follows:

Beginning at a point in the Westerly Interstate 93 LAROW, as now travelled, said point being in the division line between land of the grantor and land now or formerly of Lisete D. Costa; said point also being approximately 141.73 feet Southerly of and nearly opposite the 4-A Connector Road Centerline Station 102+52.90, thence Westerly with said division line to a point approximately 166.25 feet Southerly of and nearly opposite station 100+78.75, said point also being in the proposed Westerly Interstate 93 LAROW line, thence Southerly with said proposed LAROW line along the arc of the circle curving to the left and having a radius 1500 feet to a point approximately 260.70 feet Southerly of and nearly opposite station 101+02.27, thence Southerly with said proposed LAROW line to a point in the division line between land of the grantor and land now or formerly of Dennis and Carolyn L Doucette, said point being approximately 399.72 feet Southerly of and nearly opposite station 101+44.53, thence Easterly with said division line to a point in the Westerly Interstate 93 LAROW as now travelled, said point also being approximately 401.98 feet Southerly of and nearly opposite station 102+96.96, thence Northerly with said LAROW line to the point of beginning.

Subject to all easements of record and all terms, notes and conditions as described in the above referenced plan.

Containing 0.95 of an acre (41,350 square feet), more or less, meaning and intending to describe and convey a portion of the same premises as conveyed to the above Grantor by the Declarant of the condominium; Jon Weigler, as contained in the Condominium Declaration 32 Trolley Car Lane, A Condominium recorded September 27, 2001 and recorded in the Rockingham County Registry of Deeds in Book 3648, Page 1645.

Said parcel is being acquired for the Derry-Londonderry IM-0931(201), 13065 Project, on file in the records of the New Hampshire Department of Transportation and to be recorded in the Rockingham County Registry of Deeds.

It is hereby made a part of the before mentioned consideration and a condition to this instrument that the property taxes are to be pro-rated as of the date of execution of this instrument.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

32 TROLLEY CAR LANE CONDOMINIUM ASSOCIATION

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF NEW HAMPSHIRE,  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, \_\_\_\_\_ the undersigned officer, personally appeared, \_\_\_\_\_, who acknowledged as being the [title] \_\_\_\_\_ of 32 Trolley Car Lane Condominium Association, and that as such [title] \_\_\_\_\_, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation as [title] \_\_\_\_\_.

\_\_\_\_\_  
Notary Public/Justice of the Peace

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

PARTIAL MORTGAGE RELEASE

For value received, Bank of New England, a New Hampshire banking corporation, holder of an undischarged Mortgage, from Pillsbury Realty Development, LLC to Bank of New England, dated August 16, 2017 and recorded August 21, 2017 at the Rockingham County Registry of Deeds, in Book 5846, Page 2320 hereby discharges the said mortgage as it pertains to the below described premises and no further.

A certain condominium unit known as Unit 1, 32 Trolley Car Lane, A Condominium, said unit situated on Trolley Car Lane, Londonderry, County of Rockingham, State of New Hampshire, said unit as established by the Condominium Declaration for 32 Trolley Car Lane, A Condominium, said Declaration dated September 26, 2001, and recorded in the Rockingham County Registry of Deeds at Book 3648, Page 1645.

Unit Number 1 being located within the single building containing the two units within the condominium, as shown on a certain site and floor plans recorded simultaneously with the Declaration and entitled "Tax Map 10, Lot 29-2, 32 Trolley Car Lane, A Condominium, Units 1 and 2, Londonderry, New Hampshire, prepared for Jon Weigler, 74 Page Road, Londonderry, New Hampshire 03053", said plan prepared by Eric C. Mitchell and Associates, Inc. and recorded in the Rockingham County Registry of Deeds as Plan Number D-29276, the same constituting the as built site plans for the unit together with an undivided one-half interest as tenant in common in and to the common area as the same is more particularly set forth and identified in the Declaration as appurtenant to the within described and conveyed unit.

Meaning and intending to describe and convey the same premises as conveyed to the above grantor by Warranty Deed of Richard Rheume and Renee Rheume executed July 20, 2011 and recorded in the Rockingham County Registry of Deeds in Book 5230, Page 2646.

Also granting a certain condominium unit known as Unit 2, 32 Trolley Car Lane, A Condominium, said unit situated on Trolley Car Lane, Londonderry, County of Rockingham, State of New Hampshire, said unit as established by the Condominium Declaration for 32 Trolley Car Lane, A Condominium, said Declaration dated September 26, 2001, and recorded in the Rockingham County Registry of Deeds at Book 3648, Page 1645.

Unit Number 2 being located within the single building containing the two units within the condominium, as shown on a certain site and floor plans recorded simultaneously with the Declaration and entitled "Tax Map 10, Lot 29-2, 32 Trolley Car Lane, A Condominium, Units 1 and 2, Londonderry, New Hampshire, prepared for Jon Weigler, 74 Page Road, Londonderry, New Hampshire 03053", said plan prepared by Eric C. Mitchell and Associates, Inc. and recorded in the Rockingham County Registry of Deeds as Plan Number D-29276, the same constituting the as built site plans for the unit together with an undivided one-



half interest as tenant in common in and to the common area as the same is more particularly set forth and identified in the Declaration as appurtenant to the within described and conveyed unit.

Meaning and intending to describe and convey the same unit conveyed to the above grantor by Warranty Deed of Michael Marquis and Nichole Marquis a/k/a Nicole Marquis recorded July 20, 2011 in the Rockingham County Registry of Deeds in Book 5230, Page 2649.

Both units are subject to and together with the following;

Subject to the easements, restrictions, payment of charges, reservation and all the terms, covenants, conditions, agreements, and provisions as contained in the Condominium Declaration as the same is now recorded in the Rockingham County Registry of Deeds as may be amended from time to time the provisions contained therein as well as the By-Laws and Rules and Regulations of the Condominium.

Subject to the 20 foot wide drainage easement as shown on the above referenced plan.

Subject to terms and conditions as contained in Woodmont Commons Development Agreement recorded January 29, 2014 in the Rockingham County Registry of Deeds in Book 5510, Page 0087.

Subject to the terms and conditions as contained in the Drainage Easement between 32 Trolley Car Lane Condominium Owners Association and the State of New Hampshire recorded August 18, 2016 in the Rockingham County Registry of Deeds in Book 5744, Page 0499.

Subject to the terms and conditions contained in the easement to Verizon New England Inc. and Public Service Company recorded December 8, 2000 and recorded in the Rockingham County Registry of Deeds in Book 3525, Page 1648.

Tax Map 10, Lot 46

Beginning at a point in the Northeasterly corner of land now belonging to the Grantor, formerly of Boston North Associates, Inc., said point also being approximately 37.62 feet Southerly of and nearly opposite the 4A Connector Road Centerline Station 121+85.68. Said point also being in the division line between land now of the Grantor, and other land now of the Grantor, and formerly of John P. and Susan J. Madden and shown as Map 10, Lots 48 and 50. Thence Westerly with said division line, to a point approximately 74.69 feet Southerly of and nearly opposite station 120+80.26. Thence Southeasterly to a point approximately 73.64 feet Southerly of and nearly opposite station 121+91.17, said point also being the division line of said land, now of the Grantor, and other land now of the Grantor, formerly of John P. and Susan J. Madden. Thence Northerly with said division line, to the point of beginning. Said Parcel being triangular in shape

Containing 0.44 acres, more or less, and being a portion of that property recorded October 18, 2010 in the Rockingham County Registry of Deeds in Book 5155, Page 1933.

And also granting the permanent right and easement to construct, reconstruct, maintain, repair and operate ditches, culverts, pipes, catch basins or other facilities for drainage purposes, in accordance with the standard practice of highway construction, over, under or through land of the of the Grantor and shown on said Plan, all in accordance with the standard practice of highway construction, and further described as follows;

Beginning at a point approximately 520.58 feet southerly of and nearly opposite the 4A Connector Road Centerline Station 108+50.01, said point being in the proposed Easterly LAROW Line for I-93, as shown on said plan. Thence, Southerly with said LAROW line to a point approximately 611.99 feet Southerly of

and nearly opposite Station 108+66.86. thence, Easterly to a point. Thence, Southerly to a point approximately 627.62 feet southerly of and nearly opposite station 109+57.58. Thence, Northeasterly to a point in the division line between land of the grantor, formerly Robert H. and Maureen S. St. Jean Revocable Trust and other land now of the grantor formerly of Boston North Associates Inc. said point also being approximately 334.46 feet southerly of and nearly opposite station 113+40.15. Thence Westerly with said division line to a point approximately 393.69 feet southerly of and nearly opposite Station 110+63.65. thence, southwesterly to the point of beginning.

Containing 36,030 square feet, more or less.

Tax Map 10, Lot 48

Beginning at a point in the division between land now of the Grantor and other land of the Grantor, now or formerly of Seven Hills Development LLC, said point also being approximately 74.97 feet Northerly of the 4A Connector Road Centerline Station 136+82.16. Thence, Northwesterly to a point approximately 75.07 feet Northerly of and nearly opposite station 124+85.30, said point being in the divisionline between land now of the grantor, formerly of Boston North Associates, Inc. and other land now of the Grantor, formerly of John P. and Susan J. Madden. Thence, Westerly with said divisionline to a point approximately 37.62 feet Southerly of and nearly opposite station 121+85.68, said point also being in the division line between land now of the Grantor and other land now of the Grantor. Thence, Southerly with said division line between land now of the Grantor and other land, now of the Grantor, formerly of Robert H and Maureen s. St. Jean Revocable Trust to a point approximately 73.64 feet Southerly of and nearly opposite station 121+ 91.17, thence, Southeasterly to a point approximately 75.00 feet Southerly of and nearly opposite station 137+50.47, said point also being in the division line between land now of the Grantor and land now or formerly of Seven Hills Development LLC, thence Northerly with said division line to the point of beginning.

Containing 4.88 acres, more or less, and being a portion of that property recorded October 18, 2010 in the Rockingham County Registry of Deeds in Book 5155, Page 1931.

Granting the permanent right and easement to construct, reconstruct, maintain and repair pipes, conduits, cables, wires, poles, basins, manholes or other facilities for utility purposes, over, under or through land of the Grantor abutting or near, Interstate 93 as shown on the above-referenced Plan in accordance with the standard practice of highway construction.

Beginning at a point approximately 75.07 feet Northerly of and nearly opposite the 4A Connector Road centerline station 124+85.30, said point also being in the northerly proposed ROW line of 4A Connector Road said point also being in the division line between land now of the grantor and other land now of the grantor, formerly of Boston North Associates, Inc. as shown on the above referenced plan, thence southeasterly with said proposed ROW line to a point approximately 74.72 feet northerly of and nearly opposite station 131+55.66, thence northwesterly to a point approximately 175.01 feet northerly of and nearly opposite station 130+38.46, thence northwesterly to a point approximately 174.99 feet northerly of and nearly opposite station 127+51.12 said point also being in the division line between land now of the grantor and other land now of the grantor, formerly of Boston North Associates, Inc. thence Westerly with said division line to the point of beginning.

Containing 47,900 square feet, more or less.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

BANK OF NEW ENGLAND

By: \_\_\_\_\_

(Print/Type Name) \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF NEW HAMPSHIRE  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2018  
by [name(s) of person(s)] \_\_\_\_\_ as [officer, title, trustee, etc.]  
\_\_\_\_\_ of Bank of New England.

\_\_\_\_\_  
Notary Public/Justice of the Peace  
My commission expires: \_\_\_\_\_

### PARTIAL MORTGAGE RELEASE

For value received, Bank of New England, a New Hampshire banking corporation, holder of an undischarged Mortgage, from Hyrax Derry Partners LLC to Bank of New England, dated August 16, 2017 and recorded August 21, 2017 at the Rockingham County Registry of Deeds, in Book 5846, Page 2352 hereby discharges the said mortgage as it pertains to the below described premises and no further.

Three (3) parcels of land, not homestead, situated on the Easterly side of Interstate 93, as now travelled, in the Towns of Londonderry and Derry, County of Rockingham, State of New Hampshire, and shown as being portions of the Town of Londonderry Tax Map 10 Lot 50 and the Town of Derry Tax Map 35, Lot 101, as shown on the 2007 Interstate 93 Exit 4A Public Hearing Plan Derry- Londonderry IM-0931(201), 13065 on file in the records of the New Hampshire Department of Transportation, bounded and described as follows:

#### Parcel 1 Tax Map 10 Lot 50

Beginning at a point in the Easterly sideline of Interstate 93, as now travelled, said point also being in the division line between land now of the Grantor, formerly of Boston North Associates, Inc. and also identified as Londonderry Tax Map 10, Lot 50 and land now or formerly of Barbara E. Mandrioli, identified as Londonderry Tax Map 13, Lot 88/4, said point also being approximately 657.86 feet Northerly of and nearly opposite the 4A Connector Road Centerline Station 105+59.27. Thence, Easterly with said division line to a point approximately 657.92 feet Northerly of and nearly opposite station 106+01.04. Said point also being on the Interstate 93 Proposed Easterly LAROW line. Thence, Southerly with said Proposed LAROW line to a point approximately 389.80 feet Northerly of and nearly opposite station 107+04.39; thence, Southerly with said Proposed LAROW line along the arc of a circle, curving to the right and having a radius of 1,500 feet to a point approximately 112.74 feet Northerly of and nearly opposite Station 107+78.55; thence Southerly with said Proposed LAROW line to a point approximately 89.11 feet Northerly of and nearly opposite station 107+83.88 ; thence Easterly with said Proposed LAROW line to a point approximately 74.85 feet Northerly of and nearly opposite station 109+07.23; thence Easterly with said Proposed LAROW line along the arc of a circle, curving to the right and having a radius of 1,575 feet to a point approximately 74.60 feet Northerly of and nearly opposite station 113+13.36; thence Easterly with the proposed Northerly 4A Connector Road ROW line to a point approximately 75.07 feet Northerly of and nearly opposite station 124+85.30, said point also being in the division line between land now of the Grantor and land formerly of John P. and Susan J. Madden; thence Westerly with said division line to a point approximately 37.62 feet Southerly of and nearly opposite station 121+85.68, said point also being in the division line between land now of the Grantor and land formerly of John P. and Susan J. Madden, and land formerly of the Robert H. and Maureen S. Revocable Trust and ; thence Westerly with said division line to a point approximately 74.69 feet Southerly of and nearly opposite Station 120+80.26, said point also being on the proposed Southerly 4A Connector Road

ROW line; thence Westerly with said ROW line to a point approximately 75.71 feet southerly of and nearly opposite station 113+19.65; thence Westerly, with the proposed Southerly 4A Connector Road LAROW line; following the arc of a circle, curving to the left and having a radius of 1,425 feet to a point approximately 75.16 feet Southerly of and nearly opposite station 108+05.01; thence Southerly to a point in the division line between land now of the Grantor and land formerly of Robert H. and Maureen S. Revocable Trust to a point approximately 409.99 feet Southerly of and nearly opposite station 108+34.79; thence Westerly with said division line, to a point in the Easterly sideline of Interstate 93, as now travelled, thence Northerly with said Sideline to the point of beginning.

And also granting with the above-described land all rights of access, light, air and view over, from and to the same from the remainder of abutting lands along the following described lines:

Line 1: Beginning at a point in the Easterly sideline of Interstate 93, as now travelled, said point also being in the division line between land now of the Grantor formerly of Boston North Associates, Inc. and also identified as Londonderry Tax Map 10, Lot 50 and land now or formerly of Barbara E. Mandrioli, identified as Londonderry Tax Map 13, Lot 88/4; thence Easterly with said division line to a point approximately 657.92 feet Northerly of and nearly opposite the Connector Road Centerline Station 106+01.04; thence Southerly to a point approximately 389.80 feet Northerly of and nearly opposite station 107+04.39; thence Southerly along the arc of a circle, curving to the right and having a radius of 1,500 feet to a point approximately 112.74 feet Northerly of and nearly opposite station 107+78.55; thence Southerly to a point approximately 89.11 feet Northerly of and nearly opposite station 107+83.88; thence Easterly to a point approximately 74.85 feet Northerly of and nearly opposite station 109+07.23; thence Easterly along the arc of a circle, curving to the right and having a radius of 1,575 feet to a point approximately 74.60 feet Northerly of and nearly opposite station 113+13.36.

Line 2: Beginning at a point 75.71 feet southerly of and nearly opposite the 4A Connector Road Centerline Station 113+19.65; thence following the arc of a circle, curving to the left and having a radius of 1,425 feet to a point approximately 75.16 feet Southerly of and nearly opposite Station 108+05.01; thence Southerly to a point in the division line between land now of the Grantor and land formerly of the Robert H. and Maureen S. St. Jean Revocable Trust.

Containing 8.22 acres more or less and being a portion of that property recorded October 27, 2009 at the Rockingham County Registry of Deeds in Book 5061, Page 554.

And also granting the permanent right and easement to maintain a Wetland Mitigation area over, under or through land of the of the Grantor as will be needed and shown on the above-referenced plan and further described as follows;

Beginning at a point in the southeasterly sideline of Coteville Road, as now travelled in the Town of Londonderry NH, said point being 1,739.04 feet Northerly of and nearly opposite the 4A Connector Road Centerline Station 138+46.00; thence Easterly with said sideline to a point approximately 1,694.24 feet Northerly of and nearly opposite station 140+02.45; thence Southerly to a point approximately 1,252.15 feet Northerly of and nearly opposite station 140+53.89, said point also being located in the Town of Derry NH; thence Southerly to a point approximately 914.35 feet Northerly of and nearly opposite station 143+62.70; thence Southcasterly to a point approximately 895.56 feet Northerly of and nearly opposite Station 145+61.86; said point also being in the division line between land of the Grantor and other land of the Grantor. Thence, Southerly with said division line to a point approximately 872.38 feet Northerly of and nearly opposite station 145+75.16, said point also being in the division line between land of the Grantor, other land now or formerly of the Grantor, and land now or formerly of Seven Hills Development, LLC; thence Westerly with the division line between land of the Grantor and land now of formerly of Seven Hills Development LLC to a point approximately 708.84 feet Northerly of and nearly

opposite station 141+37.45; thence Northerly to a point approximately 1,165.87 feet Northerly of and nearly opposite station 137+54.33, said point also being located in the Town of Londonderry, NH; thence Northerly to a point in the division line between land of the grantor and land now or formerly of James D. Peck Jr. and Kimberly Peck said point also being approximately 1,624.65 feet Northerly of and nearly opposite Station 135+46.09; thence Easterly with said division line to the point of beginning.

Containing 379,500 square feet, more or less.

And also granting the permanent right and easement to construct, reconstruct, maintain, repair and operate ditches, culverts, pipes, catch basins or other facilities for drainage purposes, in accordance with the standard practice of highway construction, over, under, or through land of the of the Grantor as will be needed and shown on the above referenced plan . All in accordance with the standard practice of highway construction, and as further described as follows;

Beginning at a point approximately 75.84 feet southerly of and nearly opposite the 4A Connector Road Centerline Station 112+08.54, thence southwesterly to a point approximately 273.52 feet southerly of and nearly opposite Station 112+06.85, thence southwesterly to a point in the division line of land of the grantor and land now or formerly of Robert H. and Maureen S. St. Jean Revocable Trust, said point also being approximately 393.69 feet southerly of and nearly opposite 110+63.65, thence easterly with said division line to a point approximately 334.46 feet southerly of and nearly opposite station 113+40.15, thence northeasterly to a point approximately 276.89 feet southerly of and nearly opposite station 113+80.69, thence northerly to a point approximately 76.09 feet southerly of and nearly opposite station 113+81.14, said point also being in the proposed ROW as shown on said plan, thence northwesterly with said ROW line to the point of beginning.

Containing 47,050 square feet, more or less.

And also granting the permanent right and easement to construct, reconstruct, maintain and repair pipes, conduits, cables, wires, poles, basins, manholes or other facilities for utility purposes, over, under or through land of the Grantor abutting or near, Interstate 93 as shown on the above-referenced Plan in accordance with the standard practice of highway construction, and as further described as follows;

Beginning at a point approximately 193.62 feet northerly of and nearly opposite the 4A Connector Road Centerline Station 107+65.56, said point also being in the easterly proposed LAROW line, as shown on the above referenced plan thence, southerly to a point approximately 89.11 feet northerly of and nearly opposite station 107+83.88, thence southeasterly with said proposed LAROW line to a point approximately 74.60 feet northerly of and nearly opposite station 113+13.36, said point also being the point of transition between the LAROW and the proposed ROW, thence southeasterly with said proposed ROW to a point approximately 75.07 feet northerly of and nearly opposite station 124+85.30, said point also being in the division line of the grantor and land now or formerly of John P and Susan J. Madden, thence easterly with said division line to a point approximately 74.99 feet northerly of and nearly opposite station 127+51.12, thence northwesterly to a point approximately 198.29 feet northerly of and nearly opposite station 113+08.47, thence northwesterly along the arc of a circle curving to the left and having a radius approximately 1,675 feet, to a point approximately 175.27 feet northerly of and nearly opposite station 109+12.05, thence northwesterly to the point of beginning.

Containing 189,050 square feet, more or less.

Parcel 2 Tax Map 35 Lot 101 North:

Beginning at a point in the Northeasterly division line between land of the Grantor and land now or formerly of Century Auto Parts Inc., said point also being approximately 57.00 feet Northerly of and nearly opposite the 4A Connector Road Centerline Station 150+06.65, thence Westerly to a point approximately 55.96 feet Northerly of and nearly opposite station 148+17.66, said point being in the division line between land of the Grantor and land now or formerly of Ledgehill Realty LLC, thence southerly to a point approximately 74.06 feet southerly of and nearly opposite station 149+45.62, said point also being in the northerly sideline of Madden Road, as now traveled, thence Easterly with said sideline to a point 55.40 feet northerly of and nearly opposite station 150+25.16, said point also being in the division line between land of the Grantor and land now or formerly of Century Auto Parts, Inc. thence Northerly to the point of beginning.

Containing 0.29 of an acre, more or less, and being a portion of that property recorded October 27, 2009 at the Rockingham County Registry of Deeds in Book 5061 Page 554.

And also granting the permanent right and easement to construct, reconstruct, maintain, repair and operate ditches, culverts, pipes, catch basins or other facilities for drainage purposes, in accordance with the standard practice of highway construction, over, under or through land of the of the Grantor as will be needed and shown on the future Right-of-Way Plan of Derry, 13605. All in accordance with the standard practice of highway construction, and as further described as follows;

Beginning at a point approximately 55.96 feet northerly of the 4A Connector Road centerline station 148+17.66 said point also being in the proposed northerly 4A Connector Road ROW line as shown on the above referenced plan thence northerly to a point approximately 179.51 feet northerly of and nearly opposite station 148+87.39, thence easterly to a point approximately 198.94 feet northerly of and nearly opposite station 149+75.34, thence southerly to a point approximately 57.00 feet northerly of and nearly opposite station 150+06.65, said point also being in the proposed northerly 4A Connector Road ROW line, thence westerly with said ROW line to the point of beginning.

Containing 9,170 square feet, more or less.

Parcel 3 Tax Map 35 Lot 101 South

Being all that land belonging to the Grantor that lies southerly of Madden Road, as now traveled, bounded on the North by the Southerly sideline, as now traveled; bounded on the west by land now or formerly of Helen and Walter J. Borowski and land now or formerly of Mario F. & Lola M. Meriano; and bounded on the East by the Westerly sideline of North High Street, as now traveled. Said Parcel being triangular in shape.

Containing 0.64 of an acre, more or less,

Being a portion of that property recorded October 27, 2009 at the Rockingham County Registry of Deeds in Book 5061 Page 554.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

BANK OF NEW ENGLAND

By: \_\_\_\_\_

(Print/Type Name) \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF NEW HAMPSHIRE  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2018  
by [name(s) of person(s)] \_\_\_\_\_ as [officer, title, trustee, etc.]  
\_\_\_\_\_ of Bank of New England.

\_\_\_\_\_  
Notary Public/Justice of the Peace  
My commission expires: \_\_\_\_\_