

47 MLC



STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES

BUSINESS ADMINISTRATION
STATE MILITARY RESERVATION
4 PEMBROKE ROAD
CONCORD, NEW HAMPSHIRE 03301-5652

David J. Mikolaities, Major General
The Adjutant General

Phone: 603-225-1360
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TDD Access: 1-800-735-2964

Warren M. Perry
Deputy Adjutant General

September 4, 2019

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

REQUESTED ACTION

Pursuant to RSA 4:29, authorize the Department of Military Affairs and Veterans Services to purchase 5.0 acres of land located at 720 Riverwood Drive in Pembroke, New Hampshire from Riverwood Drive, LLC in the amount of \$333,800.14, for the purpose of maintaining anti-terrorism force protection setbacks, preventing future encroachments, and expanding parking. **100% General Funds-Capital.**

The net amount of this transaction shall be encumbered and payable to an escrow account as noted in Exhibit B.

Funds for this purchase are available in the following appropriation:

030-012-24140000-034 Land Acquisition	\$333,800.14
TOTAL	<u>\$333,800.14</u>

EXPLANATION

This undeveloped parcel abuts the Department of Military Affairs and Veterans Services property that is referred to as the Edward Cross Training Complex which is home to the New Hampshire Army National Guard's Regional Training Institute (RTI). The Department of Military Affairs and Veterans Services intended use for this property is to maintain anti-terrorism force protection setbacks, prevent future encroachment, and add additional parking spaces. These intended uses support our long term master plan while sustaining the viability of our Edward Cross Training Complex facilities for the Army National Guard.

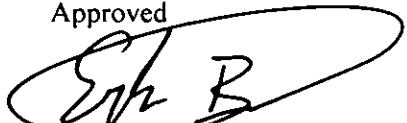
Respectfully submitted,


Warren M. Perry
Deputy Adjutant General

His Excellency, Governor Christopher T. Sununu
and the Honorable Executive Council
Page Two

This request has been reviewed and approved by the New Hampshire Department of Justice as to form, substance and execution.

Approved


Assistant Attorney General

9/4/2019
Date

PURCHASE AND SALES AGREEMENT

1. THIS AGREEMENT made this 15th day of June, 2019 between Riverwood Drive, LLC ("SELLER") of 28 Plum Island Boulevard City/Town Newbury, State MA Zip 01951 and State of NH Adjutant General's Department ("BUYER") of 4 Pembroke Road City/Town Concord, State NH Zip 03301-5652

2. WITNESSETH: That SELLER agrees to sell and convey, and BUYER agrees to buy certain real estate situated in City/Town of Pembroke located at 720 Riverwood Drive County Merrimack Book 3513 Page 1611 ("PROPERTY).

3. The SELLING PRICE is Three Hundred Fifty Thousand and no/100ths Dollars \$350,000.00 A DEPOSIT in the form of corporate check is to be held in an escrow account by Ransmeier and Spellman P.C. ("ESCROW AGENT"), BUYER has delivered or X will deliver to the ESCROW AGENT's FIRM within 10 days of the EFFECTIVE DATE, a deposit of earnest money in the amount of \$17,500.00. If BUYER fails to deliver the initial or additional deposit in compliance with the above terms, SELLER may terminate this Agreement. The remainder of the purchase price shall be paid by wire, certified cashier's or trust account check in the amount of \$332,500.00.

4. DEED: Marketable title shall be conveyed by a Warranty deed, and shall be free and clear of all encumbrances except usual public utilities serving the PROPERTY.

5. TRANSFER OF TITLE: On or before September 25, 2019 at Ransmeier & Spellman, One Capitol St., Concord, NH or some other place of mutual consent as agreed to in writing.

6. POSSESSION: Full possession and occupancy of the premises with all keys shall be given upon the transfer of title free of all tenants and occupant's personal property and encumbrances except as herein stated. Said premises to be then in the same condition in which they now are, reasonable wear and tear expected. SELLER agrees that the premises will be delivered to BUYER free of all debris and in "broom clean" condition. Exceptions: See Additional Provisions, Section 19.

Buyer reserves the right to conduct a walk through inspection upon reasonable notice to SELLER's real estate FIRM within 48 hours prior to the time of closing to ensure compliance with the terms of this Agreement.

7. REPRESENTATION: The undersigned SELLER(S) and BUYER(S) acknowledge the roles of the agents as follows: [] n/a [] of [] is a seller agent buyer agent facilitator [] disclosed dual agent* [] of [] is a [] seller agent [] buyer agent [] facilitator [] disclosed dual agent*

*If agent(s) are acting as disclosed dual agents, SELLER and BUYER acknowledge prior receipt and signing of a Dual Agency Informed Consent Agreement.

[] NOTICE OF DESIGNATED AGENCY: If checked, notice is hereby given that BUYER is represented by a designated buyer's agent and SELLER is represented by a designated seller's agent in the same firm.

8. INSURANCE: The buildings on said premises shall, until full performance of this Agreement, be kept insured against fire, with extended coverage by SELLER. In case of loss, all sums recoverable from said insurance shall be paid or assigned, on delivery of deed, to BUYER, unless the premises shall previously have been restored to their former condition by SELLER, or, at the option of BUYER, this Agreement may be rescinded and the DEPOSIT refunded if any such loss exceeds \$ 5,000.00.

SELLER(S) INITIALS DAC, BUYER(S) INITIALS WR,

PURCHASE AND SALES AGREEMENT

9. TITLE: If upon examination of title it is found that the title is not marketable, SELLER shall have a reasonable time, not to exceed thirty (30) days from the date of notification of defect (unless otherwise agreed to in writing), to remedy such defect. Should SELLER be unable to provide marketable title within said thirty (30) days, BUYER may rescind this Agreement at BUYER'S sole option, with full deposit being refunded to BUYER and all parties being released from any further obligations hereunder. SELLER hereby agrees to make a good faith effort to correct the title defect within the thirty (30) day period above prescribed once notification of such defect is received. The cost of examination of the title shall be borne by BUYER.

10. TAXES, condo fees, special assessments, rents, water and sewage bills shall be prorated as of time and date of closing. Fuel remaining in tank(s) shall be paid by BUYER at cash price as of date of closing from company that last delivered the fuel. _____

11. PROPERTY INCLUDED: All fixtures _____

12. In compliance with the requirements of RSA 477:4-a, the following information is provided to BUYER relative to Radon Gas and Lead Paint:

RADON GAS: Radon gas, the product of decay of radioactive materials in rock may be found in some areas of New Hampshire. This gas may pass into a structure through the ground or through water from a deep well. Testing of the air by a professional certified in radon testing and testing of the water by an accredited laboratory can establish the presence and equipment is available to remove it from the air or water.

ARSENIC: Arsenic is a common groundwater contaminant in New Hampshire that occurs at unhealthy levels in well water in many areas of the state. Tests are available to determine whether arsenic is present at unsafe levels and equipment is available to remove it from water. The BUYER is encouraged to consult the New Hampshire Department of Environmental Services private well testing recommendations to ensure a safe water supply if the subject property is served by a private well.

LEAD PAINT: Before 1977, paint containing lead may have been used in structures. The presence of flaking lead paint can present a serious health hazard, especially in young children and pregnant women. Tests are available to determine whether lead is present.

Disclosure required Yes No

13. BUYER ACKNOWLEDGES PRIOR RECEIPT OF SELLER'S PROPERTY DISCLOSURE FORM AND SIGNIFIES BY INITIALING HERE: _____

14. INSPECTIONS: The BUYER is encouraged to seek information from licensed home inspectors and other professionals normally engaged in the business regarding any specific issue of concern. SELLER'S real estate FIRM makes no warranties or representations regarding the condition, permitted use or value of the SELLER'S real or personal property. This Agreement is contingent upon the following inspections, with results being satisfactory to the BUYER:

TYPE OF INSPECTION		YES	NO	RESULTS TO SELLER	TYPE OF INSPECTION		YES	NO	RESULTS TO SELLER
a. General Building	<input type="checkbox"/>	<input checked="" type="checkbox"/>	x	within 30 days	f. Lead Paint	<input type="checkbox"/>	<input checked="" type="checkbox"/>	x	within 30 days
b. Sewage Disposal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	x	within 30 days	g. Pests	<input type="checkbox"/>	<input checked="" type="checkbox"/>	x	within 30 days
c. Water Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	x	within 30 days	h. Hazardous Waste	<input type="checkbox"/>	<input checked="" type="checkbox"/>	x	within 30 days
d. Radon Air Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	x	within 30 days	i. Environmental Baseline Study	<input type="checkbox"/>	<input checked="" type="checkbox"/>	x	within 30 days
e. Radon Water Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	x	within 30 days	j. _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	x	within _____ days

SELLER(S) INITIALS DAC / _____ BUYER(S) INITIALS HP / _____

PURCHASE AND SALES AGREEMENT

The use of days is intended to mean calendar days from the effective date of this Agreement. All inspections will be done by licensed home inspectors or other professionals normally engaged in the business, to be chosen and paid for by BUYER. If BUYER does not notify SELLER that the results of an inspection are unsatisfactory within the time period set forth above, the contingency is waived by BUYER. TIME IS OF THE ESSENCE. If the results of any inspection specified herein reveal significant issues or defects, which were not previously disclosed to BUYER, then:

- (a) SELLER shall have the option of repairing or remedying the unsatisfactory condition(s) prior to transfer of title, so long as BUYER and SELLER both agree on the method of repair or remedy; or
- (b) if SELLER is unwilling or unable to repair or remedy the unsatisfactory condition(s) or BUYER and SELLER cannot reach agreement with respect to the method of repair or remedy, then this Agreement shall be null and void, and all deposits will be returned to BUYER in accordance with the procedures required by the New Hampshire Real Estate Practice Act (N.H. RSA 331-A:13); or
- (c) BUYER may terminate this Agreement in writing and all deposits will be returned to BUYER in accordance with the procedures required by the New Hampshire Real Estate Practice Act (N.H. RSA 331-A:13).

Notification in writing to SELLER'S intent to repair or remedy should be delivered to BUYER or BUYER'S Agent within five (5) days of receipt by SELLER of notification of unsatisfactory condition(s). In the absence of inspection mentioned above, BUYER is relying upon BUYER'S own opinion as to the condition of the PROPERTY.

BUYER HEREBY ELECTS TO WAIVE THE RIGHT TO ALL INSPECTIONS AND SIGNIFIES BY INITIALING HERE: See Section 19, below

15. DUE DILIGENCE: This Agreement is contingent upon BUYER'S satisfactory review of the following:

	YES	NO		YES	NO
a. Restrictive Covenants of Record	x	<input type="checkbox"/>	d. Condominium documentation per NH RSA 356-B:58	<input type="checkbox"/>	x
b. Easements of Record/Deed	x	<input type="checkbox"/>	e. Co-op/PUD/Association Documents	<input type="checkbox"/>	x
c. Park Rules and Regulations	<input type="checkbox"/>	x	f. Availability of Property/Casualty Insurance	<input type="checkbox"/>	x
			g. Availability and cost of Flood Insurance	<input type="checkbox"/>	x

If such review is unsatisfactory, BUYER must notify SELLER in writing within 30 days from the effective date of this Agreement failing which such contingency shall lapse.

16. LIQUIDATED DAMAGES: If BUYER shall default in the performance of their obligation under this Agreement, the amount of the deposit may, at the option of SELLER, become the property of SELLER as reasonable liquidated damages. In the event of any dispute relative to the deposit monies held in escrow, the ESCROW AGENT may, in its sole discretion, pay said deposit monies into the Clerk of Court of proper jurisdiction in an Action of Interpleader,

SELLER(S) INITIALS DAC / _____ BUYER(S) INITIALS wmb / _____

PURCHASE AND SALES AGREEMENT

providing each party with notice thereof at the address recited herein, and thereupon the ESCROW AGENT shall be discharged from its obligations as recited therein and each party to this Agreement shall thereafter hold the ESCROW AGENT harmless in such capacity. Both parties hereto agree that the ESCROW AGENT may deduct the cost of bringing such Interpleader action from the deposit monies held in escrow prior to the forwarding of same to the Clerk of such court.

17. **PRIOR STATEMENTS:** Any verbal representation, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties.

18. **FINANCING.** This Agreement (is) (is not) contingent upon BUYER obtaining financing under the following terms:

AMOUNT N/A TERM/YEARS _____ RATE _____ MORTGAGE TYPE _____

For the purposes of this Agreement, financing is to be demonstrated by a conditional loan commitment letter, which states that BUYER is creditworthy, has been approved and that the lender shall make the loan in a timely manner at the Closing on specified customary conditions for a loan of the type specified above. BUYER is responsible to resolve all conditions included in the loan commitment by the Closing Date.

The existence of conditions in the loan commitment will not extend either the Financing Deadline described below or the closing date.

BUYER hereby authorizes, directs and instructs its lender to communicate the status of BUYER'S financing and the satisfaction of lender's specified conditions to SELLER and SELLER/BUYER'S real estate FIRM.

TIME IS OF THE ESSENCE in the observance of all deadlines set forth within this financing contingency.

BUYER agrees to act diligently and in good faith in obtaining such financing and shall, within _____ calendar days from the effective date, submit a complete and accurate application for mortgage financing to at least one financial institution currently providing such loans, requesting financing in the amount and on the terms provided in this Agreement.

If BUYER provides written evidence of inability to obtain financing to SELLER by _____ ("Financing Deadline"), then:

- (a) This Agreement shall be null and void;
- (b) All deposits will be returned to BUYER in accordance with the procedures required by the New Hampshire Real Estate Practice Act (N.H. RSA 331-A:13) ("the Deposit Procedures"); and
- (c) The premises may be returned to the market.

BUYER may choose to waive this financing contingency by notifying SELLER in writing by the Financing Deadline and this Agreement shall no longer be subject to financing.

If, however:

- (a) BUYER does not make application within the number of days specified above; or

SELLER(S) INITIALS DAC , BUYER(S) INITIALS WR ,

PURCHASE AND SALES AGREEMENT

(b) BUYER fails to provide written financing commitment or written evidence of inability to obtain financing to SELLER by the Financing Deadline,

Then SELLER shall have the option of either:

- (a) Declaring BUYER in default of this Agreement; or
- (b) Treating the financing contingency as having been waived by BUYER.

If SELLER declares BUYER in default, in addition to the other remedies afforded under this Agreement:

- (a) SELLER will be entitled to all deposits in accordance with the Deposit Procedures;
- (b) This Agreement will be terminated; and
- (c) The premises may be returned to the market for sale.

If SELLER opts to treat the financing contingency as waived or relies on a conditional loan commitment and BUYER subsequently does not close in a timely manner, SELLER can then declare BUYER in default. SELLER then, in addition to the other remedies afforded under this Agreement:

- (a) Will be entitled to all deposits in accordance with the Deposit Procedures;
- (b) This Agreement will be terminated; and
- (c) The premises may be returned to the market for sale.

BUYER shall be solely responsible to provide SELLER in a timely manner with written notice of financing or lack of financing as described above.

19. ADDITIONAL PROVISIONS:

The parties acknowledge and agree that BUYER has undertaken and completed inspections pursuant to Section 14 hereof and BUYER hereby waives all inspection contingencies.

20. ADDENDA ATTACHED: X Yes No See Addendum at p. 7

SELLER(S) INITIALS DAC BUYER(S) INITIALS WR

PURCHASE AND SALES AGREEMENT

21. EFFECTIVE DATE/NOTICE: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to the party or their licensee. Withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing. This Agreement is a binding contract when signed and all changes initiated by both BUYER and SELLER and when that fact has been communicated which shall be the EFFECTIVE DATE. Licensee is authorized to fill in the EFFECTIVE DATE on Page 1 hereof. The use of days is intended to mean calendar days from the EFFECTIVE DATE of this Agreement. Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the EFFECTIVE DATE, unless another starting date is expressly set forth, beginning with the first day after the EFFECTIVE DATE, or such other established starting date, and ending at 12:00 midnight Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda expressed as a specific date shall end at 12:00 midnight Eastern Time on such date.

Each party is to receive a fully executed duplicate original of this Agreement. This Agreement shall be binding upon the heirs, executors, administrators and assigns of both parties.

PRIOR TO EXECUTION, IF NOT FULLY UNDERSTOOD, PARTIES ARE ADVISED TO CONTACT AN ATTORNEY.

WMB 16/10/19 / 1:30 PM
BUYER DATE/TIME BUYER DATE/TIME

4 Pembroke Road
MAILING ADDRESS MAILING ADDRESS

Concord, NH 03301
CITY STATE ZIP CITY STATE ZIP

SELLER accepts the offer and agrees to deliver the above-describe PROPERTY at the price and upon the terms and conditions set forth.

David A Cowie, 06-15-19
SELLER DATE/TIME SELLER DATE/TIME

79 Parker Street
MAILING ADDRESS MAILING ADDRESS

Newburyport, MA 01950
CITY STATE ZIP CITY STATE ZIP

ADDENDUM
TO THE PURCHASE AND SALES AGREEMENT
New Hampshire Association of REALTORS® Standard Form

Addendum to the Purchase and Sales Agreement dated _____ between
Riverwood Drive, LLC ("SELLER"), and
State of New Hampshire Adjutant General's Department ("BUYER"), for
the property located at 720 Riverwood Drive, Pembroke, NH,
hereby agree to the following:

Buyer's performance under this Agreement shall be contingent upon receiving approval from the NH Governor and Executive Council ("G&C") on or before September 18, 2019, which based on knowledge and belief shall be the date of the only meeting of G&C in September, 2019. In the event such approval is not obtained on or before such date (or the actual date of the only such G&C meeting in September, 2019), the parties may agree in writing to extend this Agreement for a suitable period to allow for approval to be obtained, failing which either party may rescind this Agreement with written notice to the other, with the full Deposit being returned to Buyer, and all parties being released from further obligation hereunder.

All other aspects of the aforementioned Purchase and Sales Agreement shall remain in full force and effect.

EACH PARTY IS TO RECEIVE A FULLY EXECUTED DUPLICATE ORIGINAL OF THIS AGREEMENT.

 6/10/19/1:30 PM _____
BUYER DATE/TIME BUYER DATE/TIME

David A Cowie 06-15-19 _____
SELLER DATE/TIME SELLER DATE/TIME

STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES

EXHIBIT B

CONTRACT PRICE, METHOD OF PAYMENT AND TERMS OF PAYMENT

SUBJECT: Pembroke Land Purchase

Contract Price

The Department of Military Affairs and Veterans Services will pay a maximum total of \$333,800.14 for this purchase and the amount shall not be exceeded without issuance of an amendment to this agreement and approval by the Governor and Executive Council of the State of New Hampshire.

Payment Terms

The following amount shall be paid to Ransmeier & Spellman, P.C. on or before closing date and disbursed as follows by Ransmeier & Spellman, P.C.:

Riverwood Drive, LLC- Sale price of land	\$350,000.00
Less Escrow Deposit Paid 6/20/2019	-17,500.00
Title Insurance Premium	900.00
Adjustments for items paid by Seller in Advance (Property Tax)	79.59
Deed Recording Fee	20.55
Miscellaneous Administrative Costs	300.00
	<u>\$333,800.14</u>

A closing meeting will be held at a time mutually agreeable between all parties at The Offices of Ransmeier & Spellman, P.C., Concord, New Hampshire where the transaction will be completed.

Method of Payment

Payment shall be made in the form of wire transfer (ACH) to the following account:

Bank Name: Merrimack County Savings Bank
Address: 87 Main Street
Concord, NH 03301
Telephone: 603-225-2793

Account Name: Ransmeier & Spellman, P.C. Account (vendor code #157133)
Account #: XXXXXXXXXX
ABA Bank Routing#: XXXXXXXXXX

UPON RECORDING, PLEASE RETURN TO:

LCHIP:
Recording Fee:
Transfer Tax:

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS that **RIVERWOOD DRIVE, LLC**, a New Hampshire limited liability company, with a mailing address of 28 Plum Island Blvd., Newbury, Massachusetts 01951, for consideration paid, grants to **STATE OF NEW HAMPSHIRE ADJUTANT GENERAL'S DEPARTMENT**, an instrumentality of the State with a mailing address of 4 Pembroke Road, Concord, Merrimack County, New Hampshire 03301, with **WARRANTY COVENANTS**, the following described real property:

That certain tract or parcel of land, with the improvements thereon, situated in the Town of **Pembroke, County of Merrimack, State of New Hampshire**, bounded and described as follows:

Lot A-4 on a plan of land entitled "Land of Riverwood Commercial Properties, Route 106 Industrial Subdivision, Pembroke, N.H. July 1980." Drawn by Rostron Associates of Boscawen, N.H., and recorded in the Merrimack County Registry of Deeds as Plan No. 10847 on January 24, 1989.

Said premises being same premises described and conveyed to Robert Howard and Kit Howard, husband and wife, as joint tenants with rights of survivorship by deed of Bolton Holdings, Inc. dated November 25, 2009 and recorded in the Merrimack County Registry of Deeds at Book 3166, Page 1999. Robert Howard died December 19, 2014 and his death certificate was recorded in Rockingham County Registry of Deeds at Book 5625, Page 1505 on June 11, 2015. *See also*, Estate of Robert Howard: by Surrogate's Court of the State of New York, New York County New York, File # 2014-4816, Certificate # 142184; by Hillsborough County Probate Court, 9th Circuit Division, under Case # 316-2015-ET-01465.

SUBJECT TO:

1. Such state of facts and other matters as shown on a plan entitled "Land of Riverwood Commercial Properties, Route 106 Industrial Subdivision, Pembroke, New Hampshire", surveyed by Rostron Associates, dated July 1980 and recorded in the Merrimack County Registry of Deeds as Plan No. 7116.
2. Such state of facts and other matters as shown on a plan entitled "Land of Riverwood Commercial Properties, Route 106 Industrial Subdivision, Pembroke, N.H. July 1980." Drawn by Rostron Associates of Boscawen, N.H., and recorded in the Merrimack County Registry of Deeds as Plan No. 10847 on January 24, 1989.
3. Easement Deed from Riverwood Commercial Properties, Inc. to New England Telephone and Telegraph Company and Public Service of New Hampshire dated October 8, 1985 and recorded in the Merrimack County Registry of Deeds at Book 1532, Page 1069.
4. Easement Deed from Riverwood Commercial Properties, Inc. to New England Telephone and Telegraph Company and Public Service of New Hampshire dated May 13, 1988 and recorded in the Merrimack County Registry of Deeds at Book 1722, Page 732.

MEANING and INTENDING to describe and convey all and the same premises conveyed in Warranty Deed from KIT HOWARD to RIVERWOOD DRIVE, LLC dated April 22, 2016 and recorded in the Merrimack County Registry of Deeds at Book 3513, Page 1611.

This is NOT HOMESTEAD property.

THIS IS A TRANSFER TO AN INSTRUMENTALITY OF THE STATE AND IS EXEMPT FROM THE NEW HAMPSHIRE REAL PROPERTY TRANSFER TAX PURSUANT TO RSA 78-B:2, I. THIS TRANSFER IS ALSO EXEMPT FROM THE LCHIP SURCHARGE PURSUANT TO RSA 478:17-g, II(a).

Dated this _____ day of September, 2019.

RIVERWOOD DRIVE, LLC

By: _____
David Cowie,
Duly Authorized Member

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF _____

This instrument was acknowledged before me on this _____ day of September, 2019 by David Cowie, the duly authorized Member of **RIVERWOOD DRIVE, LLC**. The identity of the subscribing party was determined by (**check box that applies and complete blank line, if any**):

- My personal knowledge of the identity of said person **OR**
- The oath or affirmation of a credible witness, _____ (name of witness), the witness being personally known to me **OR**
- The following identification documents:
 - Driver's License
 - Passport
 - Other: _____

Notary Public/Justice of the Peace
My Commission Expires:

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that RIVERWOOD DRIVE, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on April 18, 2016. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 742415

Certificate Number: 0004525479



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of June A.D. 2019.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

RIVERWOOD DRIVE, LLC

Unanimous Written Consent of Members

August 26, 2019

The undersigned, being all of the members of Riverwood Drive, LLC, a New Hampshire limited liability company (the "Company"), pursuant to the authority of its Limited Liability Company Operating Agreement and the New Hampshire Revised Limited Liability Company Act, do hereby consent to the adoption of the following resolutions, effective as of the date set forth above:

I. PURCHASE AND SALE OF REAL PROPERTY

RESOLVED: That the form, terms and provisions of the Purchase and Sale Agreement dated June 15, 2019 (the "Purchase Agreement") entered into by and between the Company as Seller and State of NH Adjutant General's Department ("Buyer"), and the transactions contemplated thereby be, and they hereby are, in all respects ratified, approved and adopted; and

FURTHER

RESOLVED: That the Company, pursuant to the terms of the Purchase Agreement and on the terms and conditions set forth therein, sell the real property of the Seller located at or near 720 Riverwood Drive, in the Town of Pembroke, State of New Hampshire (the "Property"), in consideration of the payment to the Company of an aggregate purchase price in the amount of \$350,000; and

FURTHER

RESOLVED: That David Cowie, as a member of the Company (the "Authorized Member"), be, and he hereby is, authorized and directed to take any and all actions necessary to effectuate the sale of the Property in accordance with the terms and conditions of the Purchase Agreement, and/or any other amendments or agreements executed or to be executed in connection therewith, and that the undertaking by said Authorized Member on behalf of the Company of any such act or the execution of any such document or instrument shall be conclusive evidence that such act, document or instrument is authorized hereby.

II. OMNIBUS RESOLUTION

RESOLVED: That, in addition to and not in limitation of the foregoing, David A. Cowie, in his authority as a member of the Company, be, and he hereby is, authorized, empowered, and directed to make, sign, execute, acknowledge, deliver, file, record and publish any and all orders, directions, requests, receipts, certificates or other instruments, papers and documents, and to perform any and all such acts and things as may be required or appropriate to carry out the terms and provisions of the foregoing resolutions and the transactions contemplated thereby, and all such actions heretofore taken by said David A. Cowie with respect to the transactions contemplated by the Purchase Agreement are hereby ratified and approved.

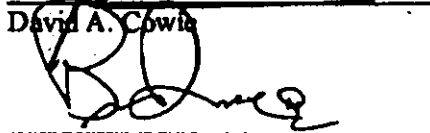
The undersigned further directs that this written consent will take effect as of the date first above written and shall be filed with the records of the Company.

EXECUTED as of the date first above written.

MEMBERS



David A. Cowie



Bruce A. Irving III



Commonwealth Land Title Insurance Company

COMMITMENT FOR TITLE INSURANCE ISSUED BY COMMONWEALTH LAND TITLE INSURANCE COMPANY

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Commonwealth Land Title Insurance Company, a New Hampshire Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.

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ADOPTED 08-01-2016

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ALTA Commitment for Title Insurance 8-16 (MA ME NH RI VT)

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- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
 - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
 - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I-Requirements; and
 - (f) Schedule B, Part II-Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.
4. **COMPANY'S RIGHT TO AMEND**
 The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.
5. **LIMITATIONS OF LIABILITY**
- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I-Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
 - (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
 - (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
 - (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
 - (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.

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ADOPTED 08-01-2016

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ALTA Commitment for Title Insurance 8-1-16 (MA ME NH RVT)

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(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION (NOT APPLICABLE IN THE STATES OF MAINE, RHODE ISLAND AND VERMONT)

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <<http://www.alta.org/arbitration>>.

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ALTA Commitment for Title Insurance 8-1-16 (MA ME NH RI VT)

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Commonwealth Land Title Insurance Company

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

1. Commitment Date: July 31, 2019 at 08:00 AM Loan No.:

2. Policy to be issued:

- a) [X] ALTA Owner's Policy - 2006 (6/17/2006) Proposed Policy Amount
[] ALTA Leasehold Owner's Endorsement 13 \$ 350,000.00
[] ALTA Homeowner's Policy of Title Insurance for a One-to-Four Family Residence (02/03/10)

PROPOSED INSURED:

- b) [] ALTA Loan Policy - 2006 (6/17/2006) Proposed Policy Amount
[] ALTA Leasehold Loan Endorsement 13.1
[] ALTA Expanded Coverage Residential Loan Policy (07/28/10)

PROPOSED INSURED:

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

Fee Simple

4. The Title is, at the Commitment Date, vested in:

Riverwood Drive, LLC

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

Street Address of the Land: 720 Riverwood Drive
Lot Number/Unit Number:
Subdivision/Condominium:
City/Town: Pembroke
County: Merrimack
State/Zip: New Hampshire / 03275

described on Exhibit A attached hereto.

Note: Recorded/Filed Documents referred to herein are recorded/filed with Merrimack County Registry of Deeds or Land Records.

Commonwealth Land Title Insurance Company

By: [Signature]
Paul H. MacDonald, Esq.

Issuing Agent Ransmeyer & Spellman P.C.

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ADOPTED 08-01-2016

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ALTA Commitment for Title Insurance 8-1-16 (MA ME NH RVT)

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Commonwealth Land Title Insurance Company

COMMITMENT FOR TITLE INSURANCE SCHEDULE B I (Requirements)

Office File No.: NHAG RIVERWOOD 25

All of the following Requirements must be met:

1. **NOTICE:** Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
2. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
3. Pay the agreed amount for the estate or interest to be insured.
4. Pay the premiums, fees and charges for the Policy to the Company.
5. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records:
 - a. Deed from Riverwood Drive, LLC (current owner) to State of NH Office of Adj Gen (purchaser/borrower), if applicable.
 - b. Mortgage from State of NH Office of Adj Gen (borrower) to (proposed lender), securing its loan.
 - c. If Seller or Borrower is an Entity: Certificate of Legal Existence/Good Standing from Secretary of State's Office to be provided showing all entities are duly organized and existing at date of closing. Appropriate authority documents and resolutions authorizing the transaction required for all entities that are parties to the transaction and certificates of incumbency for all signatories.
 - d. If Seller or Borrower is a Trustee:
 - i. Massachusetts: Declaration of Trust or Certificate pursuant to MGL Ch. 184 Sec. 35 to be recorded. In the event of a nominee trust, provide and record/file an original certificate stating that the Trust is in full force and effect and has not been altered, amended or revoked, that the Trustees as set forth in Schedule A are all incumbent Trustees and as such are empowered by the Trust and (if required) have the consent of the beneficiaries to create the Mortgage to be insured or convey the Land.
 - ii. New Hampshire: Trustees' certificate that the trust has not been altered, amended, revoked or terminated pursuant to RSA 564-A:7 or RSA 564-B:10-1013. In the event of a nominee trust (requires beneficiary approval) direction of beneficiaries should be required and trustee's certificate must recite compliance. Revocable trusts require a release of homestead and individual signatures and acknowledgments in both the Trustee and individual capacities.

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ADOPTED 08-01-2016

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ALTA Commitment for Title Insurance 8-1-16 (04A ME NH RV T)

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SCHEDULE B I
(Continued)

Office File No.: NHAG RIVERWOOD 25

- iii. Maine: Certification that the Trust is in full force and effect and has not been altered, amended or revoked, that the Trustees as set forth in Schedule A are all the incumbent Trustees and as such are empowered by the Trust and have the consent of the beneficiaries to (convey) (mortgage) the Land.
 - iv. Vermont: Trustee's certificate pursuant to -14A VSA sec. 1013 to be obtained and recorded in the Land Records.
 - v. Rhode Island: Memorandum of Trust pursuant to RIGL 34-4-27 to be recorded together with relevant portions of the Trust evidencing authority of the Trustee to convey.
8. All outstanding real estate taxes, water, sewer and other municipal charges to be paid at closing.
NOTE: Certificate of Municipal Liens to be recorded. (MA)
7. Provide satisfactory affidavit as to parties in possession and mechanics liens.
8. Seller/Borrower to provide satisfactory Survey Affidavit in order to delete or modify Schedule B, Part II, Exception 4 of the Loan Policy. NOTE: plot plan required for new construction. If the Land is used for non-residential purposes, an ALTANSPPS instrument survey and surveyor's report is required.
9. For issuance of an ALTA Homeowner's Policy of Title Insurance for a One-to-Four Family Residence (02/03/10), the following documents are required:
- a. Massachusetts: Plot plan.
 - b. Maine: Purchaser's Affidavit.
 - c. New Hampshire & Vermont: Expanded Policy Affidavit and current instrument survey.
 - d. Rhode Island: RI Owner's Affidavit.
10. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the Land as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
11. If the Land is a condominium:
- a. Massachusetts: 6(d) Certificate to be recorded.
 - b. New Hampshire & Vermont: Written statement of dues and assessments showing that there are no outstanding common charges or expenses from the condominium association to be provided and retained in closing file.
 - c. Maine: Copy of resale certificate from condominium unit owners' association to be provided and retained in closing file.

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ALTA Commitment for Title Insurance 8-1-16 (MA ME NH VT)

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SCHEDULE B I
(Continued)

Office File No.: NHAG RIVERWOOD 25

- d. Rhode Island: If this transaction is the first a sale of a Unit from the Declarant, a review of the Public Offering Statement is required. For resale transactions, a resale certificate pursuant to RIGL 34-36.1-4.09 is to be recorded. For refinance transactions, confirmation of no assessments due is to be provided and retained in closing file.
12. The following state-specific requirements as may apply:
- a. Maine:
 - i. All taxes and applicable returns that may be required upon the transfer of real estate pursuant to Title 36 of the Maine Revised Statutes Annotated.
 - b. New Hampshire:
 - i. Payment of applicable transfer tax at the time of recording;
 - ii. Original Department of Revenue Administration Real Estate Transfer Questionnaire (Form PA-34) to be filed with the Department of Revenue Administration;
 - iii. Declaration of Consideration (Form CD-57-P and CD-57-S) to be filed with the New Hampshire Department of Revenue Administration within 30 days after closing.
 - c. Vermont:
 - i. Vermont property transfer tax return, PT 172 and payment and Land Gains Tax (Form LG 2) and Real Estate Withholding Tax Return (RW-171) (as applicable).
 - d. Rhode Island:
 - i. If the seller(s) is/are not a resident of Rhode Island, Seller(s) must comply with the provisions of R.I.G.L. Sec. 44-30-71.3 entitled "Sale of real property by nonresidents-Withholding requirements", and all regulations promulgated pursuant thereto. Failure to comply will result in a withholding payment to the State of Rhode Island from the seller(s)' funds based upon the net proceeds of the sale;
 - ii. If the Land is located within New Shoreham, RI or Little Compton, RI, special land transfer taxes apply. Contact the town to determine the method of filing and amount due.

Note: All documents submitted must be satisfactory to the Company and it reserves the right to raise additional requirements and/or exceptions upon review of said documents, or upon receipt of further details of the transaction.

- 13. Payment in full of title insurance premium.
- 14. Warranty Deed from Riverwood Drive, LLC to State of NH Office of Adjutant General to be recorded in the Merrimack County Registry of Deeds.

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ADOPTED 08-01-2016

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ALTA Commitment for Title Insurance 8-1-16 (MA ME NH RI VT)

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Commonwealth Land Title Insurance Company

COMMITMENT FOR TITLE INSURANCE SCHEDULE B II (Exceptions)

Office File No.: NHAG RIVERWOOD 25

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Liens for taxes and assessments which become due and payable subsequent to the Date of Policy.
3. Any lien or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
4. Notwithstanding coverage provisions to the contrary contained in the policy or policies to be issued, any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
5. Rights or claims of parties in possession.
6. Exact acreage or square footage of the Land is not insured.
7. IF THE LAND IS A CONDOMINIUM UNIT:
 - a. Covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney, and limitations on title, created by the laws of the State of the Land or set forth in the Master Deed or Declaration of Condominium, in the related By-laws, or in the Declaration of Trust, as duly recorded in the appropriate Public Records and as the same may have been lawfully amended, and in any instrument creating the estate or interest insured by this policy.
 - b. Loss or damage arising as a result of liens for common charges and attorney's fees in the enforcement of any lien for said charge.
8. Title to and rights of the public and other entitled thereto in and to those portions of the insured premises lying within the bounds of adjacent streets and ways.
9. Slope and embankment easements conveyed to the Town of Pembroke and the State of New Hampshire by deed of Laurence F. Whittemore dated January 31, 1948 and recorded with the Merrimack County Registry of Deeds at Book 648, Page 379.
10. Utility line easement from Laurence F. Whittemore and Edith Whittemore to Public Service Company of New Hampshire dated December 2, 1950 and recorded with said Registry at Book 693, Page 29.
11. Utility easement from Laurence F. Whittemore to Public Service Company of New Hampshire dated March 10, 1951 and recorded with said Registry at Book 693, Page 411.

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ADOPTED 08-01-2016

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ALTA Commitment for Title Insurance 8-1-16 (MAME NH RIVT)

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SCHEDULE B II
(Continued)

Office File No.: NHAG RIVERWOOD 25

12. Matters set forth on a certain plan entitled "Land of Riverwood Commercial Properties Inc., Pembroke, N.H." dated March 1979 and recorded with said Registry as Plan # 7116.
13. Utility easement from Riverwood Commercial Properties, Inc. to New England Telephone and Telegraph Company and Public Service Company of New Hampshire dated October 8, 1985 and recorded with said Registry at Book 1532, Page 1069.
14. Utility easement from Riverwood Commercial Properties, Inc. to New England Telephone and Telegraph Company dated May 13, 1988 and recorded with said Registry at Book 1722, Page 732.
15. Matters set forth on a certain plan entitled "Land of Riverwood Commercial Properties, Rte 106 Industrial Subdivision, Pembroke, N.H." dated July 1980 and revised through December 1988 and recorded with said Registry as Plan # 10847.
16. Matters set forth on a certain plan entitled "Boundary Plan Land of Riverwood Commercial Properties, Inc. Assessors Map 632 Lot 18 Riverwood Drive - sheep Davis Road, Pembroke, New Hampshire" dated December 2007 and revised through February 6, 2008 and recorded with said Registry as Plan # 19303.

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ALTA Commitment for Title Insurance 8-1-16 (MA ME NH RVT)

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Commonwealth Land Title Insurance Company

**COMMITMENT FOR TITLE INSURANCE
EXHIBIT A**

A certain tract or parcel of land on Riverwood Drive in the Town of Pembroke, County of Merrimack and State of New Hampshire being more particularly described as Lot A-4 on a plan entitled "Land of Riverwood Commercial Properties, Route 106 Industrial Subdivision, Pembroke, N.H. July 1980" and recorded with the Merrimack County Registry of Deeds as Plan # 10847.

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ALTA Commitment for Title Insurance 8-1-16 (MA ME NH VT)

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(NHAG RIVERWOOD 25.PFD\NHAG RIVERWOOD 25/7)

Know all Men by these Presents:

That I, Laurence F. Whittemore of Pembroke, County of Merrimack, and The State of New Hampshire,

for and in consideration of the sum of one dollar and other valuable consideration to me in hand, before the delivery hereof, well and truly paid by the State of New Hampshire

648-379

the receipt whereof I do hereby acknowledge have -- granted, bargained and sold, and by these presents do give, grant, bargain, sell, alien, enfeoff, convey and confirm unto the said State of New Hampshire, it and its successors

A small parcel of land located on the Sheep Davis Road, so-called in the Town of Pembroke, County of Merrimack and in The State of New Hampshire. All the land owned by me which comes within a distance of thirty-three (33') feet measured southwesterly from the center or construction line as shown on a plan of Pembroke, S.A.C. S-1438 for 1947 in the records of the New Hampshire State Highway Department; between land now or formerly owned by Robert W. Upton at about Station 62 / 75 and the Soucook River, also all the land which comes within a distance of thirty-three (33') feet measured north-easterly from the above-mentioned center line from Station 80 / 00 and the Soucook River as shown on above-mentioned plan. Containing one and eight tenths (1.8) acres, more or less.

And the Grantor does hereby convey to the Town of Pembroke and the State of New Hampshire the right to extend and maintain such slopes and embankments beyond the limits of the land hereby conveyed as will be necessary to construct slopes and embankments at such an angle as will hold the material of said slope in repose against ordinary erosion in accordance with the standard practice of highway construction; hereby releasing to the Town of Pembroke and the State of New Hampshire any and all claims to damage arising from or incidental to the altering, widening, draining and improving of the road and the location thereof in, over and upon the original highway and the land hereby conveyed and the land over which the aforesaid slopes and embankments extend.

MCRD

TO HAVE AND TO HOLD the said granted premises, with all the privileges and appurtenances to the same belonging, to it the said State of New Hampshire, it and its successors

and heirs and assigns, to it and their ^{own} proper use and benefit forever. And I the said Laurence F. Whittemore and my heirs, executors and administrators, do hereby covenant, grant and agree, to and with the said State of New Hampshire, it and its successors and heirs and assigns, that until the delivery hereof, I am the lawful owner of the said premises and am seized and possessed thereof in my own right in fee simple; and have full power and lawful authority to grant and convey the same in manner aforesaid; that the -- premises are free and clear from all and every incumbrance whatsoever;

and that I and my heirs, executors and administrators shall and will warrant and defend the same to the said State of New Hampshire, it and its successors and assigns against the lawful claims and demands of any person or persons whomsoever.

And I, Evelyn F. Whittemore wife of the said Laurence F. Whittemore said, do hereby relinquish my right of dower in consideration aforesaid in the before mentioned premises.

And we the said Laurence F. Whittemore and Evelyn F. Whittemore for the consideration aforesaid do hereby grant, discharge and release unto the said grantee and it and its successors and assigns, all right of Homestead in the above described premises.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 31st day of Jan. in the year of our Lord 1948 Signed, sealed and delivered in the presence of W.N. Prescott to both

Laurence F. Whittemore (L. S.) Evelyn F. Whittemore (L. S.)

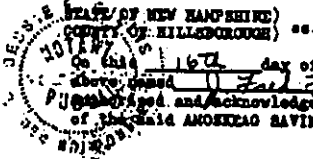
STATE OF NEW HAMPSHIRE Merrimack SS. Jan. 31, A. D. 1948 Personally appeared the above named Laurence F. Whittemore and Evelyn F. Whittemore and acknowledged the foregoing instrument to be their voluntary act and deed. Before me: William N. Prescott Justice of the Peace. My Commission expires

Received Feb. 4 19 48, 9H. OOM. A.M.

Recorded and examined. Attest.

Katharine A. Conley

Register.



On this 16th day of December 1950, personally appeared the above named Paul Francis agent of ANOKKAD SAVINGS BANK duly authorized and acknowledged the foregoing instrument to be the free act and deed of the said ANOKKAD SAVINGS BANK, before me.

Bessie F. Gillie
Notary Public

My Commission Expires: 4/23/51

COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF SUFFOLK

On this 16th day of December 1950, personally appeared the above named A. J. Hill agent of ESSO STANDARD OIL COMPANY duly authorized and acknowledged the foregoing instrument to be the free act and deed of the said ESSO STANDARD OIL COMPANY, before me.

Grace N. Hill
Notary Public

My Commission Expires: 2/28/51

Received Dec. 29, 9-20 A. M. 1950
Recorded and examined.

Katherine A. Crowley, Register

EAA-2105

KNOW ALL MEN BY THESE PRESENTS

That We, Laurence F. Whittemore and Edith Whittemore

of Pembroke County of Merrimack

in The State of New Hampshire (hereinafter called the Grantor) in consideration of one dollar and other valuable considerations paid by the Public Service Company of New Hampshire, a corporation having a principal place of business at Manchester, in the County of Hillsborough, and The State of New Hampshire (hereinafter called the Grantee); the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the Grantee and its successors and assigns forever, the RIGHT and EASEMENT to erect, repair, maintain, rebuild, operate, patrol and remove electric transmission and distribution lines, consisting of suitable and sufficient poles and towers, with suitable foundations, together with wires strung upon and extending between the same, for the transmission of electric current, together with all necessary cross-arms,

braces, anchors, wires, guys and other equipment over and across a strip of land 265 feet in width in the town/city of Pembroke county of Merrimack State of New Hampshire.

Said 265 foot strip shall extend 75 feet easterly and 190 feet westerly of a line or extension of a line, described as follows:

Beginning at a point in the southerly boundary line of Grantor's land known as the Runford Line, said point of beginning being one hundred fifty (150) feet measured easterly along said boundary line from a stone bound marking the southeasterly corner of land formerly of Hugh Warren; thence running North 19°30' E a distance of fifteen hundred ninety-three (1593) feet to a point in the westerly boundary line of Grantor's land at other land of Laurence Whittemore.

Being a part of the same premises described in deed of Grace G. Marston et al to Laurence F. Whittemore dated AUGUST 30, 1943 and recorded in the Merrimack County Registry of Deeds, Book 603 Page 229

29

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This conveyance shall include (1) the right to clear and keep clear the strip of all trees and underbrush by such means as the Grantee may select, and to remove all structures or obstructions which are now or may hereafter be found within the limits of the above described strip and (2) the right to remove from the premises of the Grantor above referred to such trees as in the judgment of the Grantee may interfere with or endanger said lines or their maintenance or operation.

All wood and timber on said strip which is cut by the Grantee shall remain the property of the Grantor but the Grantee shall have the right to cut, fit and leave such wood and timber in such manner as it may determine.

And the parties hereto, by delivering and accepting this conveyance, agree that all agreements, understandings and negotiations, written or verbal, heretofore made or entered into by the parties hereto or their representatives with respect to this conveyance are hereby waived and cancelled, and that there are no agreements, promises, representations or understandings with respect to this conveyance not herein mentioned.

To have and to hold to the Grantee and its successors and assigns forever.

The Grantee covenants and agrees that they have full right, title and authority to convey the foregoing rights and easements and will defend same to said Grantee against the lawful claims or demands of all persons.

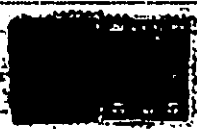
And I, Edith Whirremore, Am single.
And I, Evilyn F. Whirremore, wife of Laurance F. Whirremore,

for the consideration aforesaid, do hereby release to the said Grantee my
right of Donor in the before-mentioned premises.

WITNESS our hands and seal this 2nd day of December, 1950

In the presence of
Donald E. Kinville
In all Wires
0 20 2

Laurance F. Whirremore
Evilyn F. Whirremore
Edith Whirremore



55

The State of New Hampshire
Rockingham SS.
December 2nd, 1950

Laurance F. Whirremore, Evilyn F. Whirremore and Edith Whirremore
personally appeared and acknowledged the foregoing instrument to be their voluntary act and deed.
Before me, Donald E. Kinville
Notary Public Justice of the Peace



Received Dec. 29, 2-55 P. M., 1950
Recorded and examined.

30

Katherine G. Crowley, Register

To HAVE AND TO HOLD the said premises, with all the privileges and appurtenances thereto belonging, to the said Roland Bertrand and Neata B. Bertrand, as joint tenants, their heirs and assigns forever; and I do hereby covenant with the said Roland Bertrand and Neata B. Bertrand that I will warrant and defend the said premises to them the said Roland Bertrand and Neata B. Bertrand, their heirs and assigns, against the lawful claims and demands of any person or persons claiming by, from or under me.

And I hereby release, discharge and waive all such claims of prescription from appurtenances and here or any occasion, and such other rights, advantages or claims as may hereafter be claimed, on any Family Homestead, as far as covered or assigned to me from attachment by or sale on execution, or by any other process of said State.

In Witness Whereof I have hereunto set my hand and seal this 7th day of March in the year of our Lord 1951.

Signed, Sealed and Delivered in the presence of:
Evelyn A. Maloney *Beatrice M. Barney*

State of New Hampshire Merrimack ss. March 7th A. D. 1951
 Personally appeared Beatrice M. Barney know to be, or satisfactorily proven, to be the person whose name is subscribed to the foregoing instrument and acknowledged that she executed the same for the purposes therein contained.

Before me *Evelyn A. Maloney* Justice of the Peace.

Received Mar. 14, 9-20 A. M. 1951
 Recorded and examined.

Katherine G. Crowley, Register

BK693

693:411

BAA-2150

KNOW ALL MEN BY THESE PRESENTS

That I, Laurence F. Whittensare

of Pembroke County of Merrimack

in The State of New Hampshire (hereinafter called the Grantor) in consideration of one dollar and other valuable considerations paid by the Public Service Company of New Hampshire, a corporation having a principal place of business at Manchester, in the County of Hillsborough and The State of New Hampshire (hereinafter called the Grantee), the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto the Grantee and its successors and assigns forever, the RIGHT and EASEMENT to erect, repair, maintain, rebuild, operate, patrol and remove electric transmission and distribution lines, consisting of suitable and sufficient poles and towers, with suitable foundations, together with wires strung upon and extending between the same, for the transmission of electric current, together with all necessary cross-arms, braces, anchors, wires, guys and other equipment over and across a strip of land 265 feet in width in the town/city of Pembroke county of Merrimack State of New Hampshire.

Said 265 foot strip shall extend 75 feet westerly and 190 feet easterly of a line or extension of a line, described as follows:

Beginning at a point on the Valley Road (so-called) which road marks the southerly boundary line of Grantor's land, said point of beginning being 1445 feet measured westerly along said road from its intersection with the Sheep Davis Road (so-called); thence running North 19°30' E, a distance of 615 feet to a point in the Rumford Line (so-called) which line marks the northerly boundary line of Grantor's land.

Being a part of the same premises described in deed of Judith Lakeman to Sullivan G. Mills dated December 1, 1899 and recorded in the Merrimack County Registry of Deeds, Book 220 Page 1228

411

This conveyance shall include (1) the right to clear and keep clear the strip of all trees and underbrush by such means as the Grantee may select, and to remove all structures or obstructions which are now or may hereafter be found within the limits of the above described strip and (2) the right to remove from the premises of the Grantor above referred to such trees as in the judgment of the Grantee may interfere with or endanger said lines or their maintenance or operation.

All wood and timber on said strip which is cut by the Grantee shall remain the property of the Grantor but the Grantee shall have the right to cut, fit and leave such wood and timber in such manner as it may determine.

And the parties hereto, by delivering and accepting this conveyance, agree that all agreements, understandings and negotiations, written or verbal, heretofore made or entered into by the parties hereto or their representatives with respect to this conveyance are hereby waived and cancelled, and that there are no agreements, promises, representations or understandings with respect to this conveyance not herein mentioned.

To have and to hold to the Grantee and its successors and assigns forever.

The Grantor covenants and agrees that he has full right, title and authority to convey the foregoing rights and covenants and will defend same to said Grantee against the lawful claims or demands of all persons.

And I, Evelyn F. Whittemore, wife of Lawrence F. Whittemore,

for the consideration aforesaid, do hereby release to the said Grantee BY

right of _____ do hereby release to the said Grantee in the before-mentioned premises.

WITNESSES OUR hands and seals this 10th day of MARCH 1951

In the presence of
Donald E. Dunville
to both

Lawrence F. Whittemore
Evelyn F. Whittemore

WITNESSES _____ day of _____ 1951

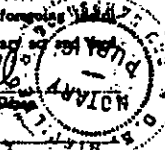


The State of New Hampshire
MERRIMACK CO.
MARCH 10, 1951

LAURENCE F. WHITTEMORE
and EVELYN F. WHITTEMORE

personally appeared and acknowledged the foregoing instrument to be THEIR voluntary act and deed before me.

Donald E. Dunville
Notary Public
Justice of the Peace



personally appeared and acknowledged the foregoing instrument to be _____ voluntary act and deed before me.

Notary Public Justice of the Peace

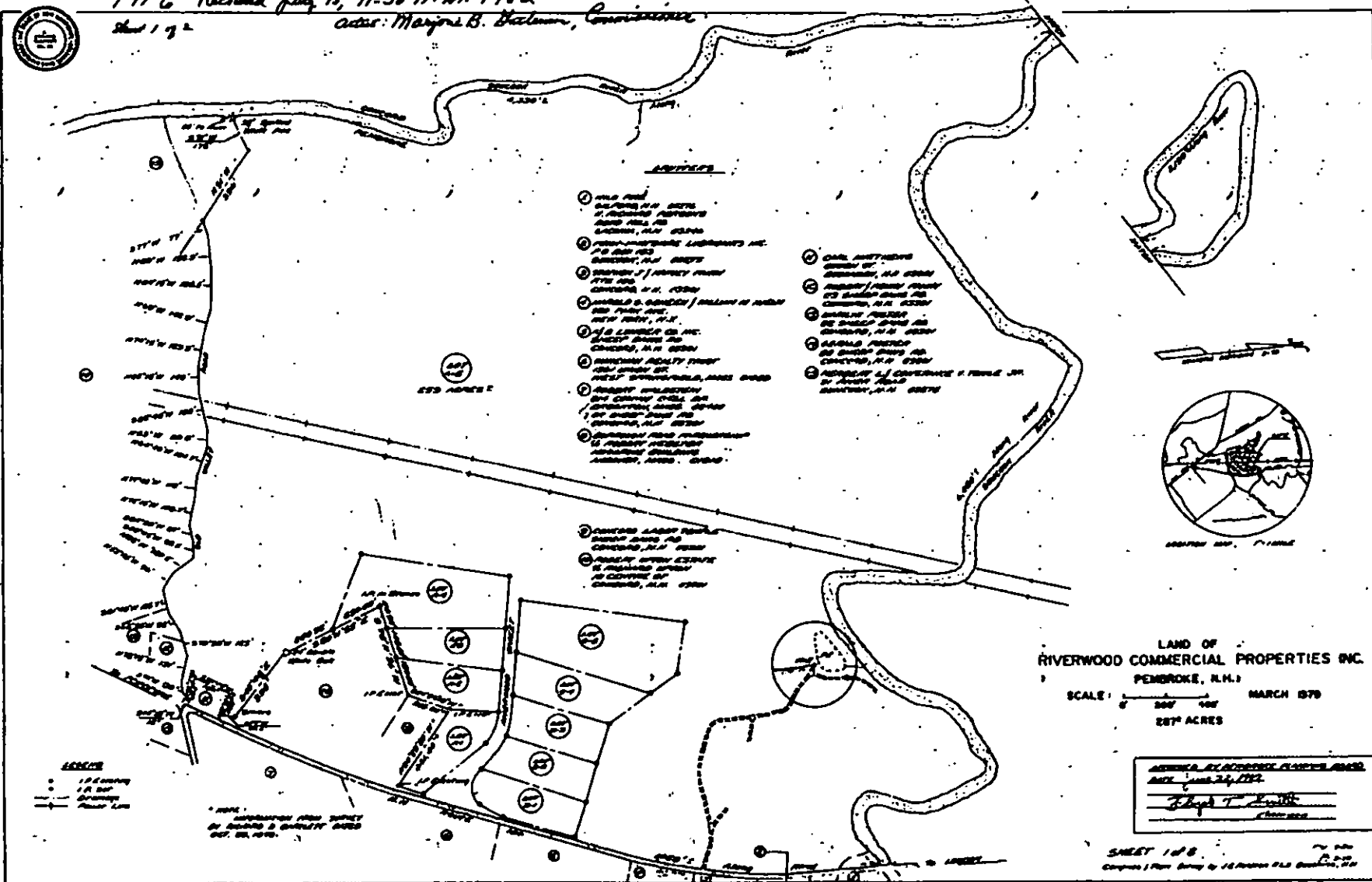
Received Mar. 15, 9-40 A. M. 1951
Recorded and examined.

Katherine G. Cowley, Register

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412

7116 Recorded July 15, 11-50 A.M. 1962
 Order: Margie B. Salomon, Commissioner



- LEGEND**
- ① OLD FINE
 1/2 ACRES, N.H. 1924
 1/2 ACRES, N.H. 1924
 1/2 ACRES, N.H. 1924
 - ② 1/2 ACRES, N.H. 1924
 1/2 ACRES, N.H. 1924
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LEGEND
 1/2 ACRES
 1/2 ACRES
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 1/2 ACRES

LAND OF
 RIVERWOOD COMMERCIAL PROPERTIES INC.
 PEMBROKE, N.H.
 SCALE: 1" = 200' MARCH 1979
 227 ACRES

AMERICA ELECTRONIC FLOODED BOARD
 REC. 1/24/79
 [Signature]
 Chairman

SHEET 1 of 8
 Prepared by [Name] of [Firm]

7116 Recorded July 15, 11-50 A.M. 1980
 at: Maple B. Dastum, Commissioner

Sheet 2 of 2

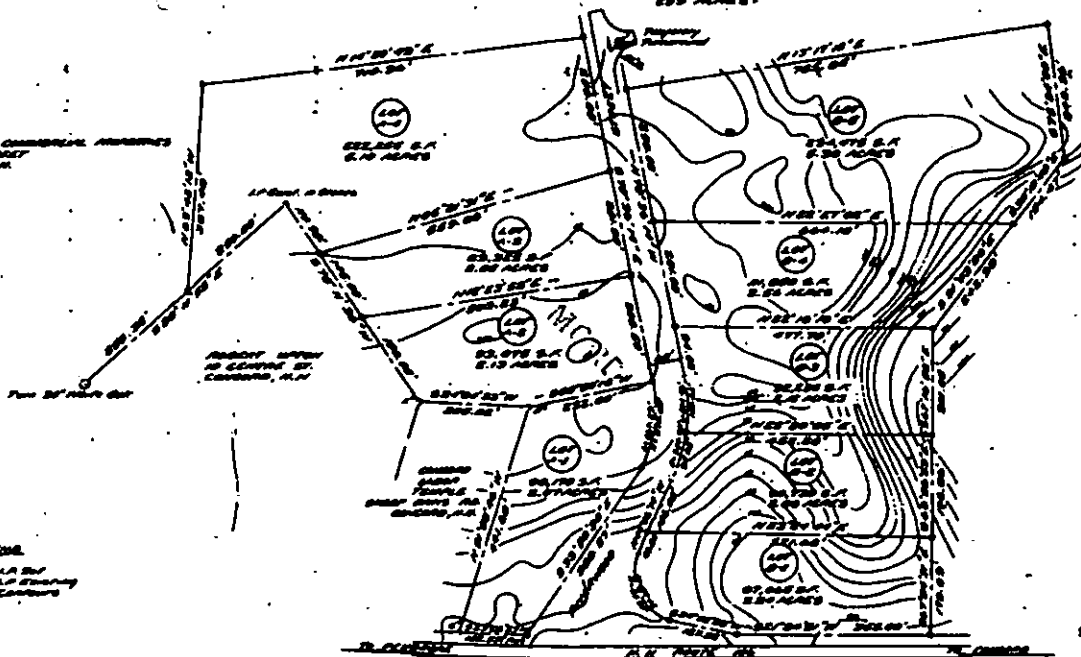


RIVERWOOD COMMERCIAL PROPERTIES
 2 JERRY STREET
 CONCORD, N.H.

LOT 10
 2.20 ACRES

RIVERWOOD COMMERCIAL PROPERTIES
 2 JERRY STREET
 CONCORD, N.H.

RIVERWOOD COMMERCIAL PROPERTIES
 2 JERRY STREET
 CONCORD, N.H.



LEGEND
 - - - - - 1/4" 20' ROAD
 - - - - - 1/4" 10' ROAD
 - - - - - 1/4" 5' ROAD

LAND OF
 RIVERWOOD COMMERCIAL PROPERTIES
 RTE 106 INDUSTRIAL SUBDIVISION
 PEMBROKE, N. H.
 SCALE: 0' 100' 200'
 U.S. DATUM
 JULY 1980

"PART" CONCORD (INDICES FROM MAPS OF
 GEORGE S. BARRETT, OF 1870,
 A. S. BARRETT, OF 1870,
 & C. H. BARRETT, OF 1870)

THE TOWN OF PEMBROKE RECEIVES CLARIFICATION AND
 EXPLANATION OF THE ABOVE MAPS BY DEEDS OF
 1870 TO A DEPTH OF 50' FROM THE CENTERLINE
 OF THE ROAD OF 100'

STANDARD PLAT 1980
 FILED UNDER 17
 NEW HAMPSHIRE, JAMES
 W. B. BROWN, JR., CLERK

A. J. LAMBERT JR.
 CIVIL ENGINEER AND
 SURVEYOR, N.H.

UNDER THE AUTHORITY OF THE BOARD OF
 PLANNING, PLANNING BOARD, OF PEMBROKE, NEW
 HAMPSHIRE, THE BOARD HAS REVIEWED THE
 MAP OF THE ABOVE SUBDIVISION, AND APPROVES
 THIS PLAN AS COMPLYING WITH THE BOARD'S
 REQUIREMENTS.

Philip T. Smith
 Chairman

- EASEMENT -

30.00

STATE OF NEW HAMPSHIRE
TAXON TRANSFER
15.00
RECORDS

Know All Men By These Presents That RIVERWOOD COMMERCIAL PROPERTIES, INC., a New Hampshire corporation having its usual place of business in the City of Concord, County of Merrimack, State of New Hampshire, for good and valuable consideration paid, grants to NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY, a New York corporation having its principal place of business at 185 Franklin Street, Boston, Massachusetts 02107, and PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, a corporation duly established by law and having a mailing address of Post Office Box 330, Manchester, New Hampshire 03105, and their successors and assigns forever, with quitclaim covenants, the right to construct, reconstruct, operate, maintain, replace and remove lines for the transmission of intelligence by electricity and for the transmission of electricity, including the necessary poles, wires, cables, guys, anchors and fixtures, upon and over a portion of the following described premises in the Town of Pembroke, County of Merrimack, State of New Hampshire, to wit:

A parcel of land, also known as Tract 5 (The Sullivan Mills Lot), located on the westerly side of Sheep Davis Road.

For Grantor's title, see deed recorded in Book 1343, Page 245, at the Merrimack County Registry of Deeds.

The above granted rights being more particularly described as the exclusive right to construct, reconstruct, operate, maintain, replace and remove poles and/or cables thereon, with the necessary guys, anchors, fixtures and supports, with the right to cut down and keep trimmed all trees, bushes, underbrush and growth, including the foliage thereon, as the Grantees may desire from time to time, within a strip of land ten (10) feet in width, upon and over said described premises; the location of said strip to be determined by and to become permanent upon the erection of the poles in said lines with permission to enter upon said strip and upon said premises for access thereto for all the above purposes. The area of easement to be on the westerly side of Sheep Davis Road and along a woods road adjacent to Grantor's northerly property line for a distance of approximately 425 feet and to include three poles and associated lines and fixtures.

The Grantor, for itself, its heirs, executors, administrators and assigns, hereby covenants that they will not erect or permit any building or any other structure upon said strip which in the judgment of the Grantees, their successors and assigns, might interfere with the proper maintenance of said lines or their service in connection therewith.

In Witness Whereof, RIVERWOOD COMMERCIAL PROPERTIES, INC. has caused these presents to be signed and its corporate seal to be hereto affixed by Bert R. Whittemore, its President, thereunto duly authorized, this 8th day of October, 1985.

RIVERWOOD COMMERCIAL PROPERTIES, INC.

Witness Chittie L. Caddell

By Bert R. Whittemore
Bert R. Whittemore, President

State of New Hampshire
County of Merrimack ss
10-8-1985

The foregoing instrument was acknowledged before me by Bert R. Whittemore, of RIVERWOOD COMMERCIAL PROPERTIES, INC., a New Hampshire corporation, on behalf of the corporation.

Chittie L. Caddell
Notary Public/Justice of the Peace

My Commission expires

B 1532P 1069

March 22, 1988

MERRIMACK COUNTY RECORDS, Recorded Oct. 15, 8-00A.M.1985

Chittie L. Caddell
Registrar

2108R-88.0129-933112

076621

Tel 2413/5

RECEIVED

1988 MAY 25 AM 8 50

MERRIMACK COUNTY
REGISTRY OF DEEDS

28.00

KNOW ALL MEN BY THESE PRESENTS that Riverwood Commercial Properties, Inc., a New Hampshire corporation of 4 Park Street, Concord, New Hampshire 03301, hereinafter referred to as Grantor, in consideration of One Dollar and other valuable considerations to it paid by New England Telephone and Telegraph Company, a New York corporation having its principal place of business at 185 Franklin Street, Boston, Massachusetts 02107 and the Public Service Company of New Hampshire, a New Hampshire corporation having a mailing address at Post Office Box Number 330, Manchester, New Hampshire 03105, hereinafter referred to as Grantees, the receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys unto said Grantees, its successors, assigns, licensees and permittees, with quitclaim covenants, the right to construct, reconstruct, operate, maintain, inspect, replace and remove lines for the transmission of intelligence and for the transmission and distribution of electricity, over, upon, and across land and private ways as are now laid out or as may be laid out in the future in the town of Pembroke, County of Merrimack, State of New Hampshire, said property being more particularly described and located as follows, to wit:

Its property off State Highway #106 and being a portion of the premises described by a deed recorded in Volume 1243, Page 245 of the Merrimack County Registry of Deeds.

The above granted rights may be more particularly described as the exclusive right within said private ways to construct, reconstruct, operate, inspect, replace and remove poles with the terminals, transformers wires and/or cables thereon, with the necessary guys, anchors, supports, fixtures and appurtenances thereon and lamp connections, also the right and easement to renew, replace and to otherwise change said lines and each and every part thereof and the location thereof; also the right to place wires, cables, poles and all of the aforementioned appurtenances thereto on, across and over the individual lots abutting said private ways and the public right of way of State Highway #106 for the purpose of providing telephone and electric service to such buildings or structures as may be erected thereon; also the right to cut down and keep trimmed all trees, bushes, underbrush and growth, including the foliage thereon, as the Grantees may from time to time deem necessary for the safe operation of said lines; aerial wires and/or cables over and across the land of the Grantor to the premises of other customers of the Grantees.

The location of said wires, cables, and distribution facilities is to become permanent upon the installation thereof. Permission is hereby granted to enter said land and private ways located therein for access thereto for all the above purposes. The Grantor for its successors and assigns, hereby covenants that no inflammable structure will be erected or permitted on said property within fifteen feet of said poles.

STATE OF NEW HAMPSHIRE
TAX ON TRANSFER
OF REAL PROPERTY
MAY 25 1988
28.00

BR 1722 PG0732

2 of 2
Riverwood Commercial Properties, Inc., Easement

Corporate
IN WITNESS WHEREOF, the said Riverwood Commercial Properties, Inc. has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by DEPT R. WHITEMORE, its PRESIDENT, thereunto duly authorized this 13TH day of MAY, 1988.

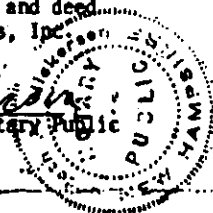
RIVERWOOD COMMERCIAL PROPERTIES, INC.

Don M. Bolvin
Witness

[Signature]
By DEPT R. WHITEMORE
Its PRESIDENT

STATE OF NEW HAMPSHIRE)
COUNTY OF MERRIMACK

On this 13th day of May, 1988,
personally appeared before me the above-named Dept R. Whitmore
President of the Riverwood Commercial Properties, Inc.,
and acknowledged the foregoing instrument to be his/her free act and deed
and the free act and deed of said Riverwood Commercial Properties, Inc.

[Signature]
Notary of the Peace/Notary Public


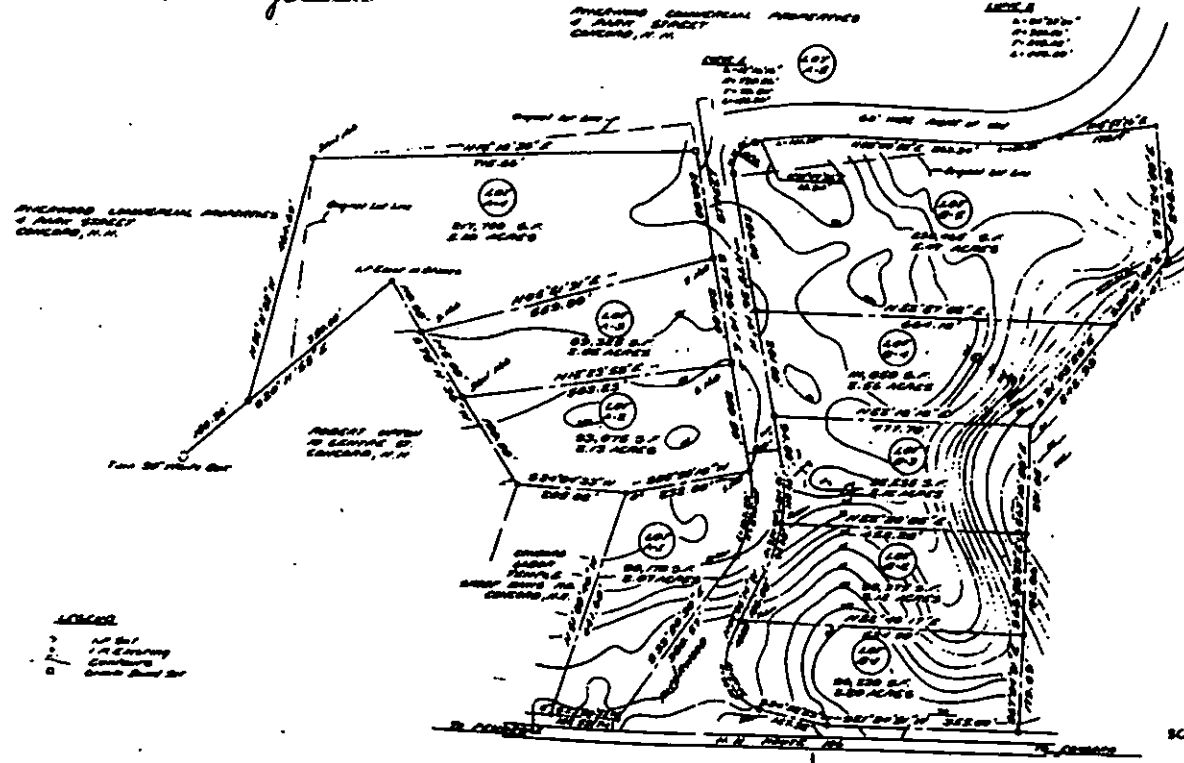
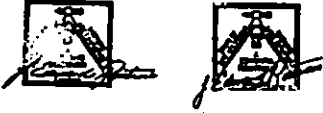
My Commission expires:

MY COMMISSION EXPIRES 2-25-1993

MERRIMACK COUNTY RECORDS
RECEIVED AND RECORDED
[Signature]
REGISTER

BR 1722 880739

10847, Recorded Jan. 24, 9-35 A.M. 1989 *Over: Steven E. Femi, Deputy Register*



66' HIGH PART OF HWY

RIVERWOOD COMMERCIAL PROPERTIES
2 ALAMY STREET
CONCORD, N.H.



RIVERWOOD COMMERCIAL PROPERTIES
2 ALAMY STREET
CONCORD, N.H.

ROBERT WOOD
25 GENTLE ST
CONCORD, N.H.

- LEGEND
- 1. LOT BOUNDARY
 - 2. PROPERTY CORNER
 - 3. CURB BOUNDARY

W. E. Lander, Esq.
BY LAND OF
RIVERWOOD COMMERCIAL PROPERTIES
RTE 106 INDUSTRIAL SUBDIVISION
PEMBROKE, N.H.

SCALE: 0 100 200'
USGS DATUM
JULY 1980

"HAVE ASSUMED I PROCEED FROM SURVEY BY
MORRIS & BARNETT, SEP 1980
AND 1981 SURVEY, BEING
BY 1982 SURVEY, 1982"

MORRIS & BARNETT, 1980
1251 BROAD ST
WEST GORHAM, ME
04095

W. E. LANDER, ESQ.
25 GENTLE ST
CONCORD, N.H.

- 1) THE TOWN OF PEMBROKE ACCEPTS SLACK AND
SHOULDER ADJUSTMENTS ON EACH LOT
AND TO A DEPTH OF 5' FROM THE PROPOSED
STREET RIGHT OF WAY.
- 2) SHOWN DISTANCE ADJUSTED BY THE TOWN OF N.H.
- 3) ALL THE ADJUSTMENTS BETWEEN LOTS 1-12 AND 100
AND 1-12 ALSO SHOWN HERE.

UNDER THE PROVISIONS OF 20A AS THE TERM OF
RECORDING PLANNED CONDS. IN MASSACHUSETTS THE
PLANS OF THE BOARD DATED 12/10/80... APPROVAL OF
THE PLAN IS LIMITED TO LOTS 1-12 SHOWN!

W. E. Lander, Esq.
CONCORD

PLANNED BY W. E. LANDER, ESQ.
CONCORD, N.H.
SHEET 2 OF 2

Pembroke | Map Survey by Robert Wood, Concord, N.H.

Title
 Date
 Scale
 Author
 Checked
 Drawn
 Project No.

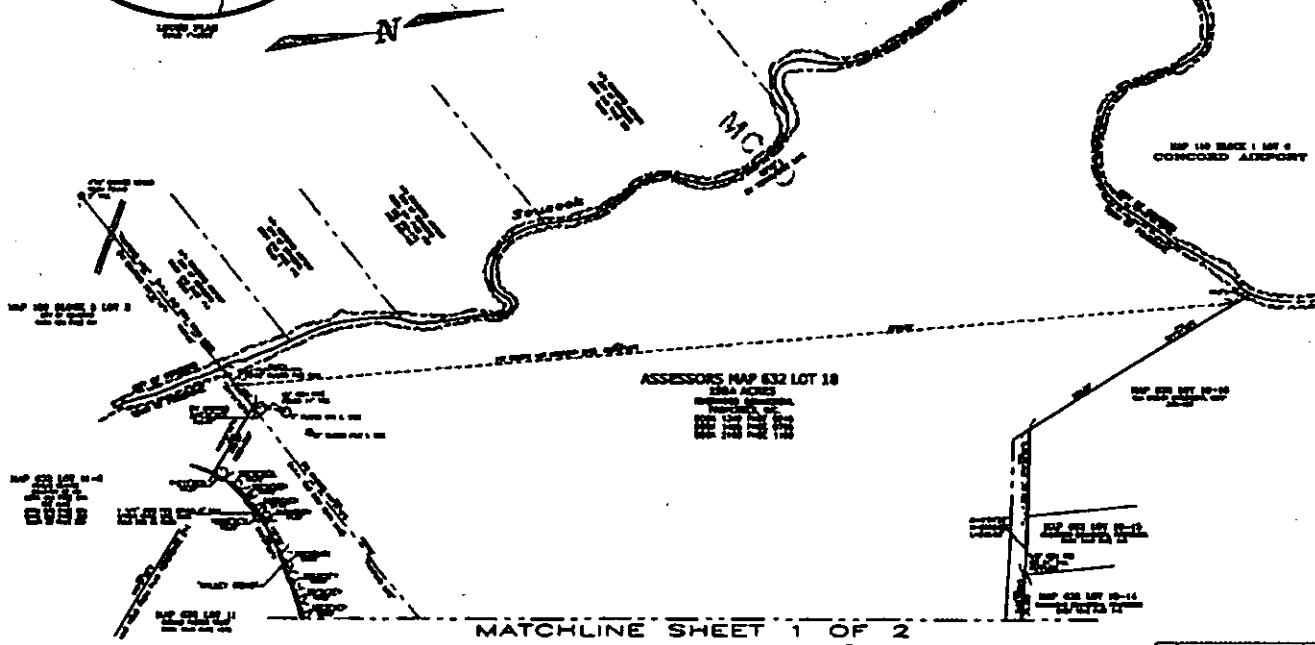


PLAN REFERENCES

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SCALE

1" = 200'
 Date: 10/10/07

OWNER OF RECORD
 RIVERWOOD COMMERCIAL PROPERTIES, INC.

BOUNDARY PLAN
 LAND OF
RIVERWOOD COMMERCIAL PROPERTIES, INC.
 ASSESSORS MAP 632 LOT 18
 RIVERWOOD DRIVE - SHEEP DRIVE ROAD
 FOWNSHIRE, NEW HAMPSHIRE
 SCALE: 1"=200' DATE: DECEMBER 2007
 SHEET 1 OF 2



T. F. BERNIER, D.C.
 Land Surveyor - Registered Professional
 1000 North Main Street, Suite 100
 Portsmouth, New Hampshire 03801-2000
 Telephone: 603-431-1111

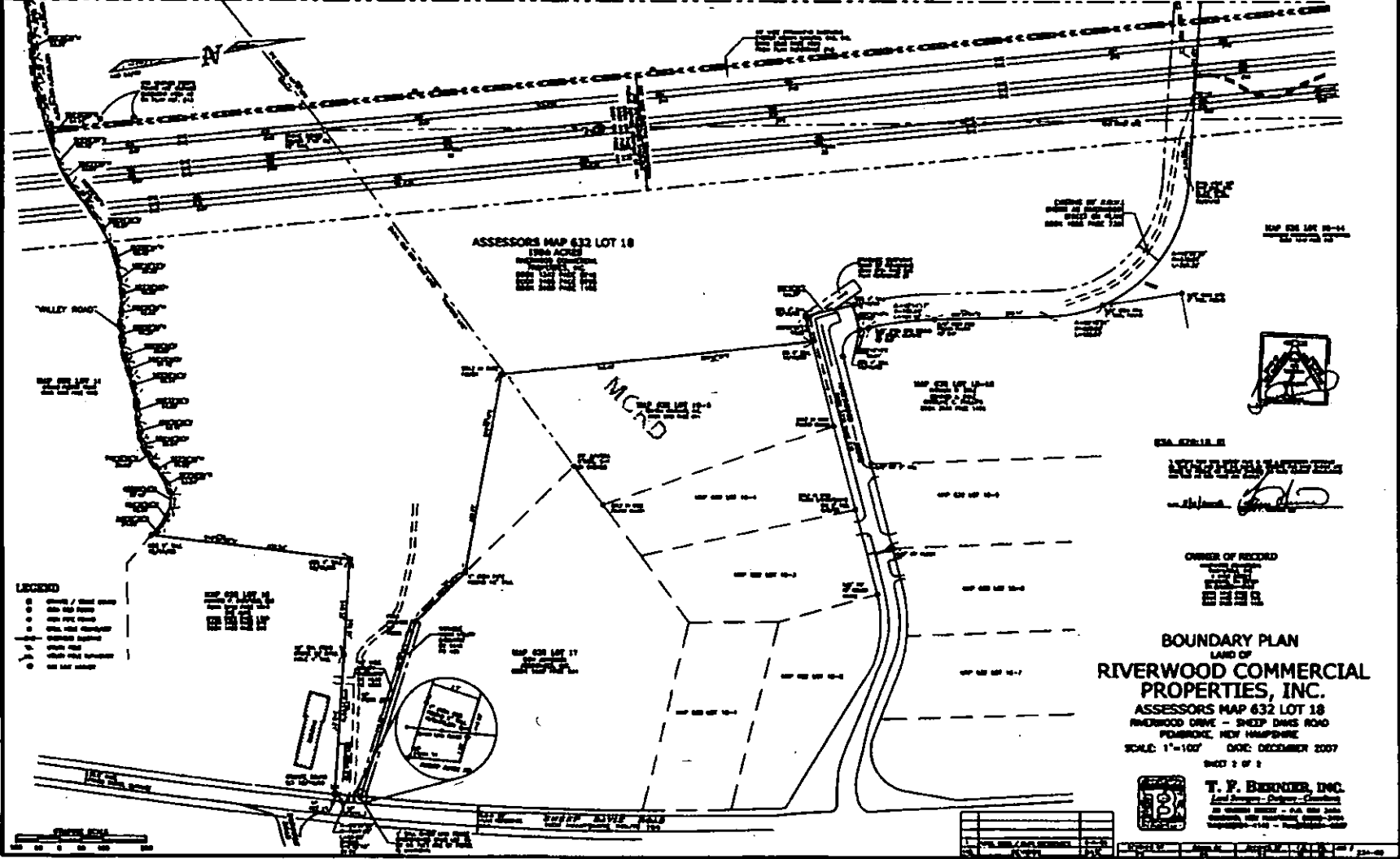
MATCHLINE SHEET 1 OF 2

DATE	12/07/07
BY	T.F. BERNIER
CHECKED	T.F. BERNIER
SCALE	1"=200'

NO.	DATE	DESCRIPTION
1	12/07/07	BOUNDARY PLAN
2	12/07/07	ASSESSORS MAP 632 LOT 18

2007
 T.F. BERINGER, INC.
 1000 W. 10th St.
 PO Box 1000
 Pompano Beach, FL 33062
 Phone: 954-781-1111
 Fax: 954-781-1112
 www.tfbinger.com

MATCHLINE SHEET 2 OF 2





STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT

BUSINESS ADMINISTRATION
STATE MILITARY RESERVATION
4 PEMBROKE ROAD
CONCORD, NEW HAMPSHIRE 03301-5652

David J. Mikolaities, Major General
The Adjutant General

Warren M. Perry, Colonel (ret.)
Deputy Adjutant General

Erin M. Zayac
Administrator

Phone: 603-225-1360
Fax: 603-225-1341
TDD Access: 1-800-735-2964

July 3, 2019

Board of Selectmen
Town of Pembroke
Town Hall
311 Pembroke Street
Pembroke, New Hampshire 03275

Re: Purchase of 720 Riverwood Drive

Dear Members of the Board of Selectmen,

The State of New Hampshire – Adjutant General's Department is planning to purchase property located at 720 Riverwood Drive in Pembroke. This parcel is noted on the Tax Map #632, 18, 5 (map, block, lot). The five acre sized property is owned by Riverwood Drive, LLC.

This undeveloped parcel abuts the Adjutant General's Department property that is referred to as the Edward Cross Training Center which is home to the New Hampshire Army National Guard's Regional Training Institute (RTI). The Adjutant General's Department intended use for this property is to add additional parking spaces, prevent future encroachment and maintain anti-terrorism-force protection setbacks. These intended uses support our long term master plan while sustaining the viability of our Edward Cross Training Center facilities for the Army National Guard.

Please feel free to contact Erin Zayac at 225-1361 if you have any questions regarding the process and to receive updates as we progress. We would be more than happy to meet to discuss our intentions.

Respectfully Submitted,

David J. Mikolaities
Major General, NHANG
Adjutant General



**STATE OF NEW HAMPSHIRE
OFFICE OF THE GOVERNOR**

CHRISTOPHER T. SUNUNU
Governor

July 2, 2019

State-Capitol Region Planning Commission
The Honorable James Bouley
Mayor, City of Concord
City Hall
41 Green Street
Concord, New Hampshire 03301

Dear Mayor Bouley and Fellow Commission Members,

Pursuant to RSA 4:29, I am providing this written notice that the State of New Hampshire, Adjutant General's Department is planning to purchase property located at 720 Riverwood Drive in Pembroke, New Hampshire. This parcel is noted on the Town of Pembroke Tax Map #632, 18, 5 (map, block, lot). The five acre sized property is owned by Riverwood Drive, LLC.

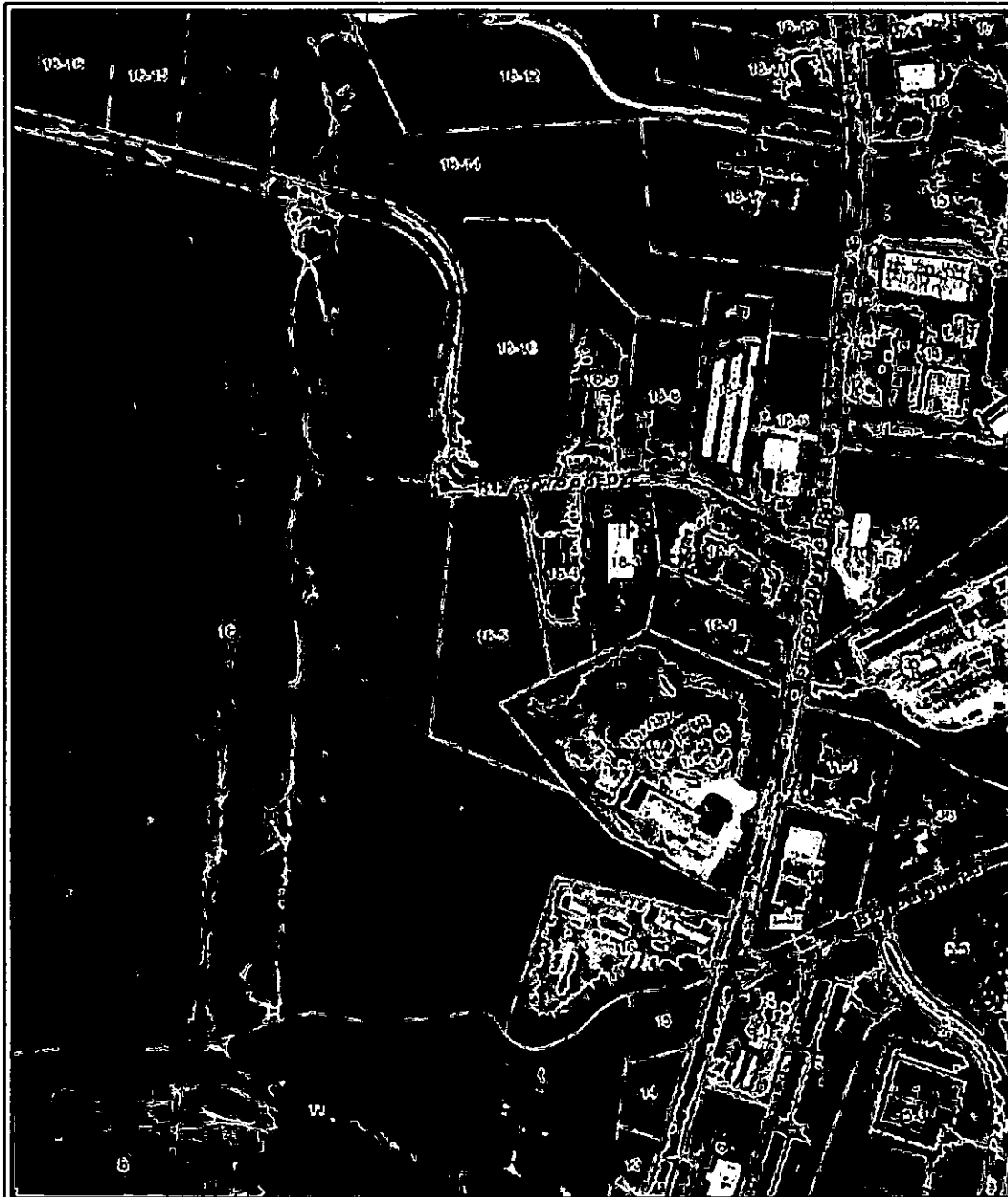
This undeveloped parcel abuts the Adjutant General's Department property that is referred to as the Edward Cross Training Center which is home to the New Hampshire National Guard Regional Training Institute (RTI). The Adjutant General's Department intended use for this property is to support the master plan of sustaining the future viability of our Edward Cross Training Center facilities and the Army National Guard.

Respectfully Submitted,

A handwritten signature in black ink that reads "Christopher T. Sununu".

Christopher T. Sununu
Governor
State of New Hampshire

AERIAL VIEW - TOWN ON-LINE MAPS



Pembroke, NH
1 Inch = 408 Feet
November 18, 2015



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.

www.cai-tech.com

