

THE STATE OF NEW HAMPSHIRE  
PUBLIC UTILITIES COMMISSION

In re: City of Portsmouth

Docket No. \_\_\_\_\_

March 4, 2008

**PETITION TO EXTEND SEWER SERVICE FRANCHISE AREA**

NOW COMES the City of Portsmouth (the "City"), a municipal corporation with a principal place of business at 1 Junkins Avenue, Portsmouth NH, and petitions to extend its sewer service area to two properties in the Town of Greenland. In support thereof the City states as follows:

Current Sewer Service

1. The City currently provides sewer services to approximately 6,200 customers. The Portsmouth wastewater collection system consists of approximately 100 miles of sewer mains and 20 pumping stations. The City operates two wastewater treatment plants; a 1.2 mgd secondary plant at the Pease Development Authority Tradeport and a 4.8 mgd advanced primary plant at Peirce Island.
2. Portsmouth's wastewater system users are regulated by local ordinance. Rates and fees are set during the annual budget process consistent with a Final Report for Water and Sewer Rate Study dated September 2006 prepared by Weston & Sampson and Woodcock & Associates.
3. In addition to serving Portsmouth residents, the City receives bulk wastewater generated from the Adams Point Mobile Home Park located in Rye, pursuant to a 1977 agreement with the Town of Rye. The City also accepts wastewater from the Town of New Castle pursuant to a bulk wholesale agreement.

4. The City currently serves a single commercial property in Greenland at 108 Ocean Road. The property, a busy truck stop owned by Siegel Limited Partnership and operated by TravelCenters of America, LLC (formerly operated by Travel Port of America), is located at the intersection of Ocean Road and Greenland Road (also known as Route 33). Attached as Exhibit 1 are copies of the deeds for the property at 108 Ocean Road.

5. This service to 108 Ocean Road arose as a result of a failed septic system on the property in 1997. That failure created an environmental and health concern of sufficient gravity that the New Hampshire Department of Environmental Services (NHDES) urged the City to allow the property to tie into the City's waste water system. In response to the NHDES request, the City entered into an agreement with Siegel Limited Partnership and Travel Port of America to accept the wastewater from 108 Ocean Road. A copy of the Siegel/Travel Port Agreement is attached as Exhibit 2. Siegel/Travel Port constructed an approximately 6,000 foot private line from the property in Greenland to existing City wastewater infrastructure in Portsmouth. TravelCenters of America LLC is presently the operator of the truck stop and a transfer of the real property from Siegel Limited Partnership to HPT GL Properties LLC is anticipated.

6. Pursuant to the agreement, the City charges 108 Ocean the same rate as other customers in the Portsmouth system, with special provisions to address construction and maintenance of the private line.

7. The Town of Greenland consented to the connection to the City's wastewater system. See attached as Exhibit 3 the letter from the Town of Greenland dated April 14, 1997.

### Packard Development

8. PDNED Greenland LLC (also referred to in the Exhibits as “Packard Development” and referenced to in this Petition as “Packard”) owns a property at 1450 Greenland Road Greenland, which property abuts the City of Portsmouth. Packard has requested that the City extend sewer service to its property, in order to avoid environmental issues associated with a septic system. The project consists of a 162,747 square foot Lowe’s Home Improvement Center, a 123,688 square foot Target Store, and a 70,500 square foot Stop & Shop supermarket. The project is located on a 55.95 acre site on N.H. Route 33 (Greenland Road), Greenland, New Hampshire. Approximately 26.69 acres of the entire parcel is subject to a Conservation Easement granted to the Rockingham county Conservation District. The deeds to Packard which contain a metes and bounds description of the property, are attached as Exhibit 4.

9. Packard is presently exploring with the City of Portsmouth two different options for sewer service. The first option calls for Packard to reach an agreement with Travel Port to allow Packard to tie into the existing private line running in the right of way along Route 33/Greenland Road to the City’s system. Attached as Exhibit 5 is a plan/aerial photograph showing both the Travel Port and Packard properties and the existing private sewer line. The second option calls for Packard to install a new private line as illustrated on Exhibit 6.

10. In response to Packard’s request, the Portsmouth Department of Public Works, Sewer Division, has determined that the City of Portsmouth wastewater system contains sufficient capacity to accommodate this request and the addition will create no adverse effect on the existing system or its current customers. See Letter from Peter Rice, P.E., City Engineer for the Water and Sewer Division attached as Exhibit 7.

11. The City of Portsmouth will provide service in accordance with its agreement with Packard. The Agreement calls for Packard to be subject to the same rates and regulations as are applicable to Portsmouth users subject to special provisions relating to capital improvements, maintenance of the private infrastructure, and renewal after the initial 30 year term. Agreement attached as Exhibit 8.

12. This minimal extension of service to encompass the existing connection with the Travel Port and this proposed service with Packard has the support of local authorities and New Hampshire Department of Environmental Services (NH DES). Packard originally proposed, and received local and state land use approvals for, a highly engineered septic system to be placed underneath its parking lot. Such a septic system is not the preferred environmental solution given the project proximity to both the Great Bog, which is an important wetland area under conservation, and to the Great Bay.

13. Portsmouth City Council approval for the Packard connection was received on April 17, 2006. On that date, the Portsmouth City Council voted to authorize the City Manager to negotiate and execute a settlement agreement with Packard as outlined in a letter from Packard's attorney William C. Tucker dated March 9, 2006. At the time there was pending land use related litigation between the parties. The settlement proposal included connection to the City's wastewater system. See the attested copy of the Action Sheet for the City Council meeting of April 17, 2006 and the letter of William C. Tucker dated March 9, 2006 attached as Exhibit 9.

14. The Town of Greenland supports the expansion of Portsmouth sewer service to the Packard property and supports this petition. See Letter from the Town of Greenland Board of Selectmen, attached as Exhibit 10.

15. New Hampshire DES supports this petition. See Letter from DES attached as Exhibit 11.

16. Because Packard will fund the connection to the City's sewer system, whether it be through the construction of a new private line or connection into the existing private line along Greenland Road, existing customers will not experience any cost from this extension of service.

#### Extension Would Be in the Public Good

17. The City has the managerial, technical and financial expertise to provide utility services to 108 Ocean Road and 1450 Greenland Road, thus making the extension of service in the public good. RSA 374:26.

18. Town of Greenland supported the original extension to 108 Ocean Road, see Exhibit 3, and now supports the extension to 1450 Greenland Road, see Exhibit 10.

19. City is not a "public utility" pursuant to RSA 362:4, III (a) as it proposes to serve customers outside its municipal boundaries using the same rates as those charged to customers within its boundaries.

#### Potential Future Service

19. The City is currently conducting a comprehensive review and update of its Wastewater Master Plan. The purpose of the review and update is to determine how best to meet recently issued permit requirements for upgrading the Peirce Island Waste Water Treatment Plant from advanced primary to secondary. The Peirce Island treatment plant is currently operating under an Administrative Order issued by the Environmental Protection Agency ("EPA"). As part of the master planning process which has the approval of NH DES and EPA, the City has asked adjacent communities to evaluate long-term wastewater needs so that

appropriate planning can take place. With the construction of a secondary treatment plant on the horizon, expanding the number of customers, when it is appropriate to do so, will lessen the burden soon to be felt by existing customers.

20. Because service to the proposed new area will be on the same terms as provided within the current service area, and because no sewer utilities currently serve the area proposed for addition, the City respectfully suggests that expedited review of this request and Petition is appropriate and would preserve the PUC staff and commission time for more substantive matters.

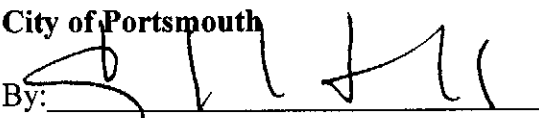
WHEREFORE, the City of Portsmouth respectfully requests that this Commission:

- A. Grant the City of Portsmouth's request for franchise extension without formal review, which may usually be required for expansion of a sewer utility service area, or grant such waivers of formal review as the PUC deems appropriate;
- B. Approve the request for franchise expansion, authorizing the City of Portsmouth to engage in the supply of sewer services to the properties at 108 Ocean Road and 1450 Greenland Road in Greenland without being considered a public utility as provided by RSA 362:4; and
- C. Grant such other and further relief as the Commission deems just and necessary.

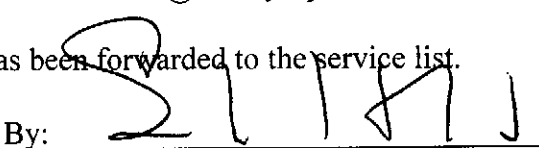
Respectfully submitted,

**City of Portsmouth**

Dated: 3-6-08

By:   
Suzanne M. Woodland  
Assistant City Attorney  
1 Junkins Avenue  
Portsmouth, NH 03801  
603-610-7240  
smwoodland@ch.cityofportsmouth.com

I certify that a copy of this Petition has been forwarded to the service list.

By:   
Suzanne M. Woodland  
Assistant City Attorney

KNOW ALL MEN BY THESE PRESENTS, That Howard D. Siegel and Myrna Siegel, both of 240 Hillside Drive, Portsmouth, County of Rockingham and State of New Hampshire, husband and wife

2474 P1769

for consideration paid, grant\$ to Siegel Limited Partnership, a New Hampshire limited partnership with a principal place of business on Lafayette Road, Portsmouth, County of Rockingham and State of New Hampshire

with warranty covenants

A certain lot of land with the buildings thereon situated in Greenland, County of Rockingham and State of New Hampshire, bounded and described as follows:

Beginning at the Northerly corner of the granted premises at the intersection of State Route 101 and Ocean Road; thence running South 45° 19' 46" East by Ocean Road, seven hundred thirty-three and forty-eight hundredths (733.48) feet to Route Interstate 95; thence turning and running South 23° 12' West by Interstate 95, three hundred ninety-five (395.00) feet to a corner; thence turning and running North 40° 40' 20" West by land of others, five hundred nine and eighty-five hundredths (509.85) feet to a stone wall; thence turning and running North 38° 39' 5" West by a stone wall and land of others, ninety-two and thirteen hundredths (92.13) feet; thence turning and running North 32° 4' 15" West by a stone wall and land of others, sixty-three and fifty hundredths (63.50) feet; thence turning and running North 27° 47' West by a stone wall and land of others, one hundred forty-two and four hundredths (142.04) feet to Route 101; thence turning and running Northeasterly by Route 101, seventy-two and seventy-nine hundredths (72.79) feet to a highway bound; thence turning and running North 26° 58' 4" East by Route 101, one hundred ninety-seven and seventy-seven hundredths (197.77) feet to the point of beginning.

All as shown on a "Plan of Land in Greenland, N.H. for Truck Sales & Service, Inc., April 12, 1979 by John W. Durgin Associates, Inc." File No. 2754, Plan No. 4634. Recorded in Rockingham County Registry of Deeds as Plan No. C-8630.

Subject to an easement of record granted to the Public Service Company of N.H., shown on said plan, and an easement to New Hampshire Gas and Electric Company.

Subject to slope and drainage easements of record taken by the N.H. Highway Dept. and to limitation on access to adjoining streets.

Meaning and intending to convey the same premises conveyed to the Grantors herein by deed of Truck Sales & Service, Inc., dated March 29, 1983 and recorded in the Rockingham County Registry of Deeds at Book 2439, Page 91.

Howard D. Siegel and Myrna Siegel

husband and wife ~~joint~~ grantor, release to said grantee all rights of homestead and other interests therein.

Signed this 30th day of December, 1983



Howard D. Siegel L.S.  
Myrna Siegel L.S.  
L.S.

State of New Hampshire

Rockingham, ss.

December 30, A.D. 1983

Personally appeared Howard D. Siegel and Myrna Siegel

known to me, or satisfactorily proven, to be the persons whose names are subscribed to the foregoing instrument and acknowledged that they executed the same for the purposes therein contained.

Before me,

Notary Public

KNOW ALL MEN BY THESE PRESENTS, That Howard H. Murphy, Jr., of P.O. Box 327, Greenland, County of Rockingham and State of New Hampshire

812507 P1184

for consideration paid, grants to Siegel Limited Partnership, a limited partnership organized under law and having a principal place of business at 240 Hillside Drive, Portsmouth, County of Rockingham and State of New Hampshire

with warranty covenants

A certain tract or parcel of land situate on the easterly side of Route 101, so-called, in Greenland, County of Rockingham and State of New Hampshire, more particularly described as follows:

Beginning at a point at or near the easterly sideline of said Route 101 and land now or formerly of the Grantee herein; thence proceeding S 27° 47' 00" E for a distance of 142.04 feet, more or less, to a point; thence turning and running S 32° 04' 15" E for a distance of 63.50 feet, more or less, to a point; thence turning and running S 38° 39' 05" E, for a distance of 92.13 feet, more or less, to a point; thence turning and running S 40° 40' 20" E for a distance of 284.21 feet, more or less, to a point; the last four courses all being by and along land of the Grantee herein; thence turning and running N 77° 27' 20" W for a distance of 167.00 feet, more or less, to a point; thence turning and running N 40° 40' 20" W for a distance of 152.33 feet, more or less, to a point; thence turning and running N 38° 39' 05" W for a distance of 99.65 feet, more or less, to a point; thence turning and running N 32° 04' 15" W for a distance of 72.99 feet, more or less, to a point; thence turning and running N 27° 47' 00" W for a distance of 83.18 feet, more or less, to a point at or near the easterly sideline of Route 101; the last five courses being by and along the land of the Grantor herein; thence running along a curve to the left with a radius of 2,367.01 feet for a distance of 117.99 feet, more or less, to the point of beginning.

Meaning and intending to convey an area of 1.14 acres as shown and described on Plan entitled "Lot Line Revision Greenland, N.H. for Siegel Limited Partnership & Howard H. Murphy, Jr.", drawn by John W. Durgin Associates, Inc., dated July 19, 1984 and recorded in the Rockingham County Registry of Deeds as Plan #0-12715.

Meaning and intending to convey a portion of those premises conveyed to Howard H. Murphy, Jr. by Marguerite Keefe by deed dated February 9, 1972, recorded in Book 2121, Page 40 of the Rockingham County Registry of Deeds. This conveyance is made subject to those easements enumerated in said deed of Keefe to Murphy as well as any rights acquired by the State of New Hampshire by virtue of condemnation recorded in Book 2185, Page 159.

Howard H. Murphy, Jr., a single man,

grantor, release to

said grantee all rights of homestead and other interests therein.

Signed this 22nd day of August, 1984



Howard H. Murphy, Jr. L.S.  
Howard H. Murphy, Jr. L.S.

State of New Hampshire

Rockingham

ss.:

August 22,

A. D. 19 84

Personally appeared Howard H. Murphy, Jr.

known to me, or satisfactorily proven, to be the person whose name is

subscribed to the foregoing instrument and acknowledged that he executed the same

for the purposes therein contained.

Before me,

Justice of the Peace - Notary Public

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AMENDMENT TO SEWAGE AGREEMENT BETWEEN CITY OF PORTSMOUTH  
AND TRAVEL PORTS OF AMERICA, INC., GREENLAND, N.H.

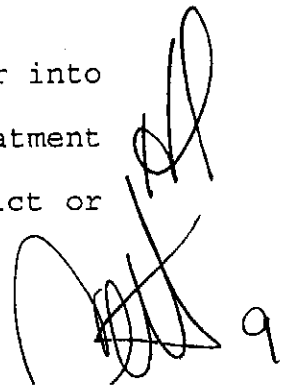
This agreement made this 2 day of April, 1999 by and between the City of Portsmouth (hereinafter referred to as "Portsmouth"), Travel Ports of America, Inc. (hereinafter referred to as "Travel Port") and Siegel Limited Partnership ("Siegel"), 2425 Lafayette Road, P.O. Box 5600, Portsmouth, NH amends the prior agreement of the parties dated 10/10/98; Portsmouth is a municipal corporation located in Rockingham County, New Hampshire, Travel Port is a New York corporation with a principal place of business at 3495 Winton Place, Building C, Rochester, New York, and with a place of business at 108 Ocean Road in Greenland, Rockingham County, New Hampshire (the "Facility"), and Siegel is the owner of the Facility.

WHEREAS, the Facility rented by Travel Port and owned by Siegel currently has a septic system decreed to be failed; and

WHEREAS, Portsmouth has agreed to cooperate with and help Travel Port and Siegel by assisting it addressing the public health problem at the site or to comply with state requirements for the proper treatment and disposal of sewage and to prevent any health, safety and environmental problems; and

WHEREAS, Travel Port desires to construct a sewer line from the Facility along Route 33 to tie into the Portsmouth sewer system (the "Proposed Sewer Line"); and

WHEREAS, RSA 149-I:4 enables Portsmouth to "lease, enter into contracts to provide, sell or purchase sewage or waste treatment facilities to or from any other city, town, village, district or

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person whenever they judge the same necessary for the public convenience, health and welfare"; and

WHEREAS, Portsmouth, Travel Port and Siegel recognize that the Proposed Sewer Line is necessary for public convenience, health and welfare.

NOW THEREFORE, the parties hereby mutually covenant and agree that:

1. Responsibility of Travel Port and Siegel to Portsmouth.

Travel Port and Siegel, and their successors and assigns, are ultimately responsible to Portsmouth for the purposes of this Agreement, for the construction, operation and maintenance of all proposed sewage facilities which service the Facility up to and including the connection point to the Portsmouth system adjacent to Route 33 at the proposed "Park and Ride". The obligations of Travel Port and Siegel under this agreement are joint and several. This provision is applicable both for sewage facilities constructed under this agreement in Greenland and Portsmouth. Portsmouth shall not be responsible for any costs incurred in constructing, operating and maintaining any system to accept sewage flow from the Facility into the Portsmouth Sewage System.

2. The Proposed Sewer Line. Travel Port will construct a private sewer lateral on a route along Route 33 to a sewer tie in as indicated above. This lateral shall be owned by Travel Port. The construction of the Proposed Sewer Line will be according to the specifications approved in writing in advance of commencement of construction by the Portsmouth City Engineer. The tie in shall

not occur until the City completes its planned upgrade of the "Brick Box" section of the Portsmouth sewer system, currently planned for the fall of 1999. Prior to sewage being received by the Portsmouth Sewage System, the construction shall be inspected and approved by the Portsmouth City Engineer. Siegel and Travel Port shall hereby provide Portsmouth with any authority necessary to give Portsmouth access to all points of the systems for maintenance and repair.

3. Handling of Sewage by Portsmouth. The sewage that flows from the Proposed Sewer Line will, after the above construction is completed, be received by Portsmouth for treatment.

4. Permitted Sewage Flow into the Portsmouth Sewer System. The sewage flow from the Facility received by the Portsmouth Sewage System shall not exceed 15,000 gallons during any one day, unless otherwise permitted by Portsmouth. Only sewage generated at the Facility shall be accepted. Portsmouth shall have the right to direct Travel Port and Siegel to release sewage in accordance with a flow schedule to be established by the City Engineer to accommodate the ability of the Portsmouth system to accept the sewage flow from the Facility. Travel Port agrees to comply with the flow schedule except where the storage capacity at the Facility requires a release or where other exigent circumstances exist.

5. Metering of the Permitted Sewage Flow. Travel Port and Siegel will be responsible for appropriate flow meter facilities on the Proposed Sewer Line to measure the sewage flow delivered to the Portsmouth Sewer System. Travel Port and Siegel will be

responsible for all costs of overseeing the installation, operation and maintenance of the required metering facilities. The metering devices shall be of a continuous recording and totalizing type. Details of the location, type and installation shall be approved by Portsmouth prior to this Agreement becoming effective. Representatives of Portsmouth shall have access to the metering for the purposes of obtaining meter readings, inspection of the facility, and/or verification of the accuracy of the flow measuring equipment. Travel Port and Siegel shall be responsible for all reasonable expenses for metering and testing of the meter, on a reasonable schedule to be determined by the City, and/or when necessitated by repair work. Sewer use charges shall be based on sewage flow as metered.

6. Maintenance and Repair. Travel Port and Siegel shall conduct all construction, maintenance and repair work on the system. In the event that Portsmouth is required to perform any work, Portsmouth shall charge the costs of such work to Travel Port and Siegel in an amount calculated to recover all direct and indirect costs associated with the work plus a 25% surcharge.

7. Nature of Sewage Acceptable to Portsmouth. Sewage which Portsmouth accepts will be limited to domestic and sanitary sewage generated at the Facility plus normal infiltration. Portsmouth will not accept industrial wastewater. Neither Travel Port nor Siegel will knowingly discharge or allow the discharge into the Proposed Sewer Line any waste which is toxic or otherwise harmful to the wastewater treatment facilities of Portsmouth. In the event

that such wastes are discharged into the system from the Facility, Travel Port and Siegel shall be responsible for all costs associated with remediation.

8. Sewer Use Charges. Travel Port and Siegel shall be charged for sewer use in accordance with the normal policies procedures of Portsmouth as if Travel Port were a resident of Portsmouth except where this agreement indicates otherwise.

9. Security. As security for the performance of obligations of Travel Port and Siegel under this Agreement, prior to the commencement of construction, Siegel will deliver to Portsmouth valid first and second mortgages as follows: the first mortgage to secure the parties' obligation to pay Portsmouth a total of \$300,000 pursuant to paragraph 15; the second mortgage to secure performance of all other obligations of Travel Port and Siegel under this Agreement. Travel Port shall subordinate its leasehold rights and option rights to these mortgages. Portsmouth may foreclose on these mortgages in order to satisfy any obligations owed to Portsmouth under this Agreement by Travel Port or Siegel after first giving Travel Port or Siegel 30 days written notice to cure the default.

10. Term. The term of this Agreement shall be thirty (30) years from the date of the execution of the Agreement.

11. Assignment. This Agreement and the rights and obligations hereunder shall be assignable by Travel Port and Siegel to other owners, lessors or operators of the Facility, only after

prior written approval of Portsmouth City Manager which approval shall not be unreasonably withheld.

12. Sewer Uses. This Agreement authorizes use of the Portsmouth sewer system solely by the Facility of Travel Port and Siegel. Any other person and/or entity that wishes to utilize the sewer line installed by Travel Port/~~Siegel~~ must have the approval of the City and of Travel Port/~~Siegel~~.

13. Travel Port's Interim Disposal of Sewage at Portsmouth Treatment Facilities. From the date this Agreement is executed until the Proposed Sewer Line is operational, Travel Port will have the right to deliver up to 15,000 gallons of sewage during any one day to a Portsmouth Wastewater Treatment Plant for disposal at the usual and customary sewer rate paid by Portsmouth residents.

14. Termination of Service. Travel Port and Siegel agree to maintain compliance at all times with all ordinances, policies and regulations of the City regarding sewer use. In the event of non-compliance, Portsmouth may terminate sewer use if Travel Port and Siegel unreasonably fail to remedy the non-compliance within 30 days of written notice. Travel Port and Siegel shall have an opportunity for a hearing before the City Manager to show cause why service should not be terminated.

15. Payment. Travel Port and Siegel shall pay Portsmouth, as a contribution for capital improvements, the sum of Three Hundred Thousand (\$300,000) Dollars to be paid in installments of \$30,000 per year for ten (10) years. On or about January 5, 1998, the City of Portsmouth received a Twenty-Five Thousand (\$25,000.00) Dollar

payment from Travel Port and Siegel, which was paid pursuant to the agreement between the parties which this agreement amends. Upon execution of this Amendment, Travel Port and Siegel shall pay to the City of Portsmouth an additional Five Thousand (\$5,000.00) Dollars so that the total monies paid through execution of this agreement will be Thirty Thousand (\$30,000.00) Dollars. Such Thirty Thousand (\$30,000.00) Dollars together with any other payments made to the City, hereunder, shall be held as a deposit by the City of Portsmouth until such time as Travel Port and Siegel are able to enter the City's sewer system. Upon that date, such deposit shall be immediately released to the City of Portsmouth. Travel Port and Siegel shall pay the City the sum of Thirty Thousand (\$30,000.00) Dollars on January 1, 2000 and on January 1<sup>st</sup> of each successive year until the entire Three Hundred Thousand (\$300,000.00) Dollars has been paid. If payment is not made when due, it shall be subject to simple interest of eighteen (18%) percent per year (or 1.5% per month) on the unpaid balance.

16. Amendment. This Agreement may be amended only by written agreement signed by all parties.

17. Contingencies. In the event that Travel Port and Siegel are unable to obtain any required approvals for the construction and/or use of this line, or otherwise decide individually or collectively not to proceed with the Project, this Agreement shall be deemed void and the deposit referred to in paragraph 15 returned. In the event that the proposed sewer line is constructed and put into use and subsequently that Travel Port is unable or

unwilling to continue to use the proposed sewer line, then Travel Port shall have the right to terminate this Agreement on thirty (30) days written notice delivered to the Portsmouth City Manager. Upon termination of the Agreement, Portsmouth shall cease receiving sewage from the Facility and Travel Port and/or Siegel shall be responsible for all costs of disconnecting the proposed sewer line. Travel Port and Siegel shall have no further obligations to make any payments including those referred to in paragraph 15, to Portsmouth after termination of the Agreement except as provided in Section 18 below. However, Travel Port and Siegel shall not be entitled to reimbursement of any payments made to Portsmouth prior to the effective date of termination.

18. Travel Port and Siegel shall be responsible to hold harmless and indemnify the City and its officers, agents and employees from any and all costs of construction, maintenance or use of any sewage facility constructed pursuant to this Agreement, including but not limited to, environmental harm or damage caused to the City or others attributable in any way to the construction, existence or use of those facilities. This indemnity shall survive termination of this Agreement.



CITY OF PORTSMOUTH  
By its City Manager

Raeline A. O'Neil  
Witness

Joanne M. Malt  
Witness

Joan V. Callahan  
Witness

John P. Bick

TRAVEL PORTS OF AMERICA, INC.  
By its President

[Signature]

SIEGEL LIMITED PARTNERSHIP  
By its General Partner

[Signature]

cns\travlp.001\sewage.agt

April 14, 1997

John Bohenko  
Portsmouth City Manager  
Portsmouth Municipal Complex  
1 Jenkins Avenue  
Portsmouth, NH 03801

Re: Travel Port/Truck Stop

Dear City Manager Bohenko:

In light of the emergency conditions and potential health hazard that exists at the Travel Port Truck Stop at the intersection of Route 33 and Ocean Road in Greenland, the Greenland Board of Selectmen does not object to the installation of a private sewer to service this truck stop. Our waiver of any objection to this private sewer is conditioned upon this sewer being designed, constructed and forever maintained by private funds with no obligation or responsibility on the part of the taxpayers of the Town of Greenland.

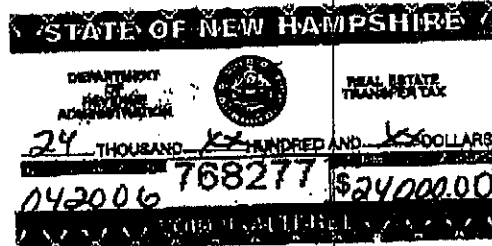
Respectfully submitted,  
GREENLAND BOARD OF SELECTMEN

  
By: Harry Dowling

BK 4644 PG 1791

Please Return to:

**MAIL TO**  
 Sup. A. Manchester Esq.  
 Sheehan, Phinney, Bass & Green  
 1000 Elm Street  
 Manchester, NH 03101



023372

**WARRANTY DEED**

**KNOW ALL MEN BY THESE PRESENTS THAT GREENLAND GLASS FACTORY, LLC**, a New Hampshire limited liability company, having an address of 118 Maplewood Avenue, Portsmouth, County of Rockingham and State of New Hampshire 03801, for consideration paid grants to **PDNED GREENLAND LLC**, a Delaware limited liability company, having an address of c/o New England Development, One Wells Avenue, Newton, Massachusetts 02459, with Warranty Covenants, the parcels of land along with the buildings and improvements thereon situated on Route 101, in the Town of Greenland, County of Rockingham, formerly known as the GTE Glass Products Plant and Offices, as more particularly described on Exhibit A attached hereto.

Subject to the following permitted encumbrances:

- provisions of existing building and zoning laws;
- such real estate taxes for the then current tax year as are not due and payable on the day of the delivery of the Deed;
- any liens for municipal betterments assessed after the day of the delivery of the Deed; and
- easements, conditions, restrictions and other matters of record as of October 23, 2001 (other than monetary liens).

Meaning and intending to describe and convey the same premises conveyed to the within Grantor by Warranty Deed of Sindanol (U.S.A.), Inc., a New Hampshire corporation dated July 15, 2002 and recorded with the Rockingham County Registry of Deeds at Book 3800, Page 1927.

Executed this 19<sup>th</sup> day of April, 2006.

2006 APR 20 PM 3:28

ROCKINGHAM COUNTY  
REGISTRY OF DEEDS

BK 4644 PG 1792

GREENLAND GLASS FACTORY, LLC

By: Carol P. Hughes  
Carol P. Hughes, Manager

STATE OF NEW HAMPSHIRE  
COUNTY OF Hillsborough

This instrument was acknowledged before me on this 19<sup>th</sup> day of April,  
2006 by Carol P. Hughes, the Manager of Greenland Glass Factory, LLC, a New Hampshire  
limited liability company.

Susan A. Manchester  
Notary Public  
My Commission Expires:

g:\smanchester\hughes d 10313\warranty deed sale of greenland property.doc



BK 4644 PG 1793

## EXHIBIT A

PARCEL 1

The parcel of land with the buildings and other improvements thereon situated in Greenland, County of Rockingham, State of New Hampshire, shown as the parcel labeled "R-21/44 EXISTING LOT AREA 467,173 S.F. 10.72 AC. NEW LOT AREA 509,906 S.F. 11.70 AC" on the plan entitled "Lot Line Relocation Plan for GTE Products Corp., N.H. Route 101/Greenland Road, County of Rockingham, Greenland, N.H." prepared by Richard P. Millette and Associates dated May 4, 1992, more particularly bounded and described as follows:

Beginning at the point which is the northeasterly corner of the within described parcel, which point is situated at the southerly sideline of land now or formerly of Nichols and is 98.52 (measured along the course N 87° 42' 36" W) from the iron pin marking the southeasterly corner of said land now or formerly of Nichols and the westerly corner of other land now or formerly of GTE Products Corp. shown as lot R-21/44A on said Plan; thence running S 44° 46' 36" W 128.71 feet to a point; thence turning and running S 46° 12' 5" E 159.84 feet to a point; thence turning and running S 43° 47' 03" W 948.3 feet to Pickering Brook; thence turning and running in a generally northwesterly direction along Pickering Brook to a point at parcel two described below; thence turning and running N 62° 04' 31" E 540.04 feet to a concrete bound at said land now or formerly of Nichols; thence turning and running N 73° 28' 02" E 175.69 feet and thence turning and running S 87° 42' 36" E 287.27 feet along said land now or formerly of Nichols to the point of beginning.

Subject to the rights of access, air, view and light, and the right to extend and maintain slopes and embankments as set forth in two Deeds of Elery G. and Bessie W. Smith to State of New Hampshire, dated February 19, 1957, and recorded in Rockingham County Registry of Deeds, Book 1424, Page 6 and Book 1424, Page 7.

PARCEL 2

A certain parcel of land located in the Town of Greenland, on the southeasterly side of Portsmouth Avenue:

Beginning at a concrete bound set in the ground forty-three hundredths of a foot from the southeasterly corner of land now or formerly of Norman B. and Cynthia B. Nichols and in the northwesterly line of premises conveyed to Sylvania Electric Products, Inc. by the Trustee by deeds recorded in Rockingham County Records, Book 1989, Page 26 and Book 1998, Page 357; thence running South 44° 27' West by land of GTE Sylvania Incorporated 610 feet, more or less, to the thread of Pickering Brook, so-called; thence turning and running generally northwesterly along an irregular course by the thread of Pickering Brook to Portsmouth Avenue; thence turning and running generally northeasterly by the southeast line of Portsmouth Avenue 90 feet, more or less, to land now or formerly of one Jewell; thence turning and running by said Jewell land first South 41° 41' East 124.99 feet to a corner, thence North 44° 54' East 100.10 feet to land of one Bindhammer; thence turning and continuing by said Bindhammer land first along a course South

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41° 41' East 100 feet to a corner; thence North 48° 23' East 150 feet to a corner; thence North 41° 40' 30" West 224.81 feet to Portsmouth Avenue; thence turning and running North 44° 50' East by Portsmouth Avenue 259.18 feet to land now or formerly of one Reddington; thence turning and running first South 44° 43' East 200 feet to a point; thence continuing South 44° 36' East 100 feet to a corner; thence turning and running North 45° 02' East 100 feet, all by said Reddington land to land of Wayne and Dawn Smith; thence turning and running by said Smith land first South 44° 36' 100 feet to a corner; thence North 45° 17' East a distance of 125 feet to the end of a roadway thence continuing North 45° 17' East a distance of 49.6 feet across the end of the said roadway to the land of the said Nichols; thence turning and running South 44° 42' East by said Nichols land 99.65 feet to a point in the northwesterly line of land of Sylvania; thence turning and running along said Sylvania land South 55° 45' 30" West 0.43 feet to the concrete bound at the point of beginning. Containing 5.5 acres, more or less.

Together with the privilege and easement of a right of way 399.5 feet in length and 49.6 feet in width for purposes of ingress and egress between the locus (and other premises of Sylvania situated southeasterly of it) and Portsmouth Avenue across land to be conveyed by Sindanol (U.S.A.), Inc. in part to Norman and Cynthia Nichols and in part to Wayne and Dawn Smith, subject to the condition (x) that in the event that Sylvania shall make use of the said easement, it shall be responsible for its maintenance as a roadway so long as it shall do so, including plowing of snow in the winter time, and (y) that it will not use the said roadway as a route for trucks and tractor-trailers other than in emergency situations.

The above parcels are subject to easements, obligations, and rights as set forth in the GTE Operations Support Incorporated to Sindanol (U.S.A.), Inc. deed dated October 15, 1993, recorded in the Rockingham County Registry of Deeds at Book 3012, Page 2103, and of record, including but not limited to, the following:

**Parcel 1**

1. A power line easement of Public Service Company of New Hampshire to the extent it affects the locus as recorded in said Registry of Deeds, Book 1088, Page 101.
2. A public highway of the Town of Greenland in width which crosses the locus and was laid out by the Board of Selectmen of the said Town on October 3, 1969 and record of which was duly placed upon file in the Office of the Greenland Town Clerk on the said date.
3. GTE Operations Support Incorporated hereby reserves unto itself, successors and assigns ("GTE") the perpetual easement, right, liberty, privilege, license and authority to construct, relocate, install, renew, replace, add to, operate and maintain on, under, along and across Tract 1 such borings, wells, piezometers and other equipment and structures (cumulatively, the "Facilities") as GTE, its successors and assigns, shall determine are necessary or proper for the purpose of testing and taking samples of the water and soil located on and under the Premises and doing such other acts, including but not limited to remediation of the Premises, as are, in the opinion of GTE, reasonably necessary for performing remediation activities, if remediation activities are required by the State of New Hampshire, and such studies of the Premises are the

BK 4644 PG 1795

surrounding areas, together with the right of ingress and egress and the right to take any reasonably necessary action or to undertake any reasonably necessary construction to perform such work.

For the purpose of effecting the aforesaid rights:

- a. All operations shall be carried on in such a manner so as not to unreasonably interfere with the Grantee's use and enjoyment of the Premises;
- b. Grantee and its successors, assigns, tenants or licensees shall keep the area where said Facilities are located clear of buildings or any structures which could, in the opinion of the GTE, interfere with the construction, maintenance or use of the said Facilities as provided hereunder;
- c. Grantee shall not grant any additional or future easements and licenses other than that granted herein which would or may interfere or conflict with the activities undertaken by GTE, its employees, agents, successors and assigns, as well as GTE's contractors, subcontractors, invitees and contractors' subcontractors pursuant to this Easement, to in any manner whatsoever interfere with those activities, or to prevent access.

Together with the following easements:

The right of ingress and egress over the "Existing Road/Drive"; the right of use of the railroad tracks and its right of way; and the Gas Line Easement and gas line therein, as shown within Lot 21/44C on "Lot Line Relocation Plan for GTE Products Corporation, Greenland, N.H." dated May 4, 1992, approved by Greenland Planning Board and filed at the Rockingham County Registry of Deeds as D-21625.

**Parcel 2**

1. A certain easement of Public Service Company 300 feet in width running generally southerly from Portsmouth Avenue in part across the locus to Pickering Brook, as conveyed to the said Company by Edith T. Heffler by her deed dated October 14, 1947, recorded in Rockingham County Records, Book 1088, Page 101.
2. A public highway of the Town of Greenland 50 feet in width which crosses the locus and was laid out by the Board of Selectmen of the said Town on October 3, 1969 and record of which was duly placed upon file in the Office of the Greenland Town Clerk on said date.

WARRANTY DEED

#3012 P2108

KNOW ALL PERSONS BY THESE PRESENTS THAT, GTE OPERATIONS SUPPORT INCORPORATED, a Delaware corporation registered to do business in the State of New Hampshire, with a principal place of business at One Stamford Forum, Stamford, County of Fairfield, Connecticut 06904 (hereinafter "Grantor")

FOR CONSIDERATION PAID, HEREBY GRANTS TO CAROL P. HUGHES, a married woman, with an address of 5 Beach Hill Road, New Castle, New Hampshire 03854 (hereinafter "Grantee")

with WARRANTY Covenants the parcels of land along with the improvements thereon situated on Route 101, part in the Town of Greenland and in part in the City of Portsmouth known as the GTE GLASS PRODUCTS PLANT AND OFFICES, as more particularly described in the attached "SCHEDULE A."

Meaning and intending to convey the portion of the premises conveyed to Grantor herein by Warranty Deed of GTE Products Corporation, dated July 27, 1992, and recorded at the Rockingham County Registry of Deeds at Book 2938, Page 0055, not conveyed to Sindanol (U.S.A.), Inc. by Warranty Deed of even date herewith.

THIS IS NOT HOMESTEAD PROPERTY

IN WITNESS WHEREOF, I hereunto set my hand this 15th day of October,

WITNESS:

GTE OPERATIONS SUPPORT  
INCORPORATED

BY: MARIONNE DROST

STATE OF CONNECTICUT

October 15, 1993

COUNTY OF FAIRFIELD

ss. Stamford

Before me personally appeared Marionne Drost, as Authorized officer of GTE Operations Support Incorporated and acknowledged that he executed the foregoing instrument as his free act and deed and the free act and deed of said Corporation.

Janet K. Brzoska  
Notary Public

JANET K. BRZOSKA  
NOTARY PUBLIC  
MY COMMISSION EXPIRES MARCH 31, 1996

ROCKINGHAM COUNTY  
REGISTRY OF DEEDS

OCT 19 10 47 AM '93

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3012 P2109

SCHEDULE A

A certain parcel of land situated on the northerly side of New Hampshire State Highway #101 in the Town of Greenland, County of Rockingham and State of New Hampshire, consisting of two Tracts bounded and described as follows:

TRACT 1

Beginning on the northerly sideline of Route 101 at a concrete bound designating the right-of-way of the State of New Hampshire; said bound being 836.11 feet southwesterly from the Town Line between the Town of Greenland and the City of Portsmouth; thence running S 42° 48'04" W along the northerly sideline of Route 101, so-called, a distance of 322.5 feet to a concrete bound at the northerly sideline of the Boston and Maine Railroad; thence turning and running S 70° 34' W along the Boston and Maine Railroad for a distance of 972.2 feet to a drill hole in a stone wall at land of Jarib Sanderson, Jr., formerly of Waldo and Bertha Butterfield; thence turning and running N 0° 05'10" E along said stone wall and said Sanderson land for a distance of 52.29 feet to a point; thence continuing N 04° 07'19" E still along said stone wall and said Sanderson land for a distance of 255.24 feet to a point; thence continuing N 04° 59'18" E along said stone wall and said Sanderson land for a distance of 60.73 feet to a point; thence continuing N 14° 50'18" E along said stone wall and said Sanderson land for a distance of 70 feet, more or less, past the end of the stone wall to Pickering Brook, so-called; thence turning and running Southeasterly 41° 59'31" for a distance of 69.33; thence turning and running Northeasterly 38° 30'55" a distance of 948.3 feet; thence turning Northwesterly 40° 55'57" a distance of 159.84 feet to a point; thence turning Northeasterly 39° 30'28" a distance of 128.71 feet to a point; thence turning and running N 89° 50'19" E, first along other land of the said Nichols and then along land of Smith Realty Trust for a distance of 384.36 feet to a concrete bound; thence turning and running N 86° 11'42" E along other land of the Smith Realty Trust for a distance of 290.0 feet to a concrete bound; thence turning and running N 70° 41'23" E along other land of the Smith Realty Trust for a distance of 390.0 feet to a concrete bound at the Greenland Town Line with the City of Portsmouth; thence turning and running S 06° 26'23" W along the said Greenland Town Line and along other land of the Smith Realty Trust for a distance of 275.02 feet to a concrete bound on the northerly sideline of Route 101; thence turning and running S 42° 48'04" W along the northerly sideline of Route 101 for a distance of 836.11 feet to the point of beginning.

Subject to the rights of access, air, view and light, and the right to extend and maintain slopes and embankments as set forth in two Deeds of Elery G. and Beale W. Smith to State of New Hampshire, dated February 19, 1957, and recorded in Rockingham County Registry of Deeds, Book 1424, page 6 and Book 1424, Page 7.

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3012 P2110

And subject also to a powerline easement of Public Service Company of New Hampshire to the extent it affects the locus as recorded in said Registry of Deeds, Book 1088, Page 101.

Excepting from the hereinabove described premises the roadway lay-out as recorded with the Town Clerk of Greenland on October 3, 1989.

And subject to the rights of SINDANOL (U.S.A.), Inc. their successors and assigns in and to the railroad right of way, the gas line easement, and the Existing Road/Drive all as described in Deed of even date herewith by GTE Operations Support Incorporated to SINDANOL (U.S.A.), Inc. ✓

GTE Operations Support Incorporated, Grantor, hereby reserves unto itself, successors and assigns, the perpetual easement, right, liberty, privilege, license and authority to construct, relocate, install, renew, replace, add to, operate and maintain on, under, along and across Tract Tract borings, wells, piezometers and other equipment and structures (cumulatively, the "Facilities") as the Grantor, its successors and assigns, shall determine are necessary or proper for the purpose of testing and taking samples of the water and soil located on and under the Premises and doing such other acts, including but not limited to remediation of the Premises, as are, in the opinion of Grantor, reasonably necessary for performing remediation activities, if remediation activities are required by the State of New Hampshire, and such studies of the Premises and the surrounding areas, together with the right of ingress and egress and the right to take any reasonably necessary action or to undertake any reasonably necessary construction to perform such work.

For the purpose of effecting the aforesaid rights:

- a. All operations shall be carried on in such a manner so as not to unreasonably interfere with the Grantee's use and enjoyment of the Premises;
- b. Grantee and its successors, assigns, tenants or licensees shall keep the area where said Facilities are located clear of buildings or any structures which could, in the opinion of the Grantor, interfere with the construction, maintenance or use of the said Facilities as provided hereunder; and
- c. Grantee shall not grant any additional or future easements and licenses other than that granted herein which would or may interfere or conflict with the activities undertaken by the Grantor, its employees, agents, successors, and assigns, as well as the Grantor's contractors, subcontractors, invitees, and contractors' subcontractors pursuant to this Easement; to in any manner whatsoever interfere with those activities; or to prevent access.

Meaning and intending to describe and convey all land of the Grantor located in the Town of Greenland which is bounded generally westerly by land of Jarib Sanderson, Jr., formerly of Waldo K. and Bertha E. Butterfield, southerly by the Boston and Maine Railroad right-of-way and New Hampshire State Highway #101, easterly by the Town Line between Greenland and the City of Portsmouth, and northerly by a line generally parallel to Portsmouth Avenue but located

"3012 P2111

approximately 600 feet distant therefrom, such line constituting the northerly line of the Industrial District under the Zoning Ordinance of the Town of Greenland; and including all right, title and interest of the Grantor in and to Pickering Brook and any islands therein and the bed thereof between the said Industrial District line and the northerly line of the said Boston and Maine Railroad right-of-way not conveyed to SINDANOL (U.S.A.), Inc. by Deed of even date herewith.

For title of the Grantor, see deed of Vivian B. Hickley, et al to Smith Realty Trust, Natalie D. Bunker, Trustees, dated July 11, 1888, recorded in said Registry of Deeds, Book 1984, Page 14. See also Rockingham County Probate File #45423 for Estate of Elery G. Smith.

~~For title of the Grantor, see deed of Vivian B. Hickley, et al to Smith Realty Trust, Natalie D. Bunker, Trustees, dated July 11, 1888, recorded in said Registry of Deeds, Book 1984, Page 14. See also Rockingham County Probate File #45423 for Estate of Elery G. Smith.~~

**TRACT III.** A certain tract of land partly in Greenland and partly in Portsmouth located generally southerly of various lots fronting on the southerly side of Portsmouth Avenue in Greenland and on the Greenland Road in Portsmouth.

Beginning at the southerly side of Portsmouth Avenue in Greenland at the northeasterly corner of premises now or formerly of Robert E. and Marjorie Ross and at the northwesterly corner of a certain right of way approximately 50 feet in width; thence running North 74 Degrees 18'30" East along Portsmouth Avenue across the said right of way to the northwesterly corner of land of Joseph and Janet Goeddeke; thence turning and following the westerly line of the said Goeddeke premises and the easterly line of the said right of way following a course south 17 Degrees 41'30" East a distance of 130 feet to the southwesterly corner of the said Goeddeke tract; thence turning and following a course North 74 Degrees 23'30" East first along the said Goeddeke premises, then along the premises of Robert and Judith Mello a distance of 223.27 feet to a point in the westerly line of the land of Winfield and Florence Sprague; thence turning and following a course South 16 Degrees 19' East along the said Sprague premises a distance of 50.16 feet to the southwesterly corner thereof; thence turning and following a course North 69 Degrees 03'30" East a distance of 112.11 feet along the southerly line of the said Sprague premises to a point in the westerly line of land of Clifford and Betty Pelocquin; thence turning and following a course South 20 Degrees 56'30" East a distance of 50 feet to the southwesterly corner thereof; thence turning and following a course

BY 3012 P2112

North 69 Degrees 03'30" East along the said Pelouquin premises a distance of 100 feet to the southwesterly corner thereof; thence turning and following a course North 20 Degrees 35'30" West along the easterly line of the said Pelouquin premises a distance of 100 feet to the southwesterly corner of the land of John and Monique Theall; thence turning and proceeding along the southerly bound of the said Theall land first along a course North 69 Degrees 03'30" East a distance of 50.50 feet to a point, then along a course North 60 Degrees 49'30" East a distance of 100.45 feet to a point; thence continuing first along the said Theall land, then along land of Joseph and Theresa Theberge and then along land of Robert and Theresa Karasko, following a course North 50 Degrees 18' East a distance of 234.70 feet to a point in the southwesterly line of land of Ransom Carlton, Jr. and Ruth Carlton; thence turning and following a course South 39 Degrees 42' East along the said Carlton land a distance of 100 feet to the southwesterly corner thereof; thence turning and following a course North 50 Degrees 12' East along the said Carlton land a distance of 100.70 feet to the southwesterly line of land of E. Josephine Twombly; thence turning and following the said Twombly land along a course South 39 Degrees 42' East a distance of 16.40 feet to the southeasterly corner thereof; thence turning and following a course North 06 Degrees 52'30" West along the easterly line of the said Twombly land a distance of 105.36 feet to the southwesterly corner of land of Arthur and Beverly Splaine; thence turning and following a course North 63 Degrees 54'30" East across the City of Portsmouth-Town of Greenland boundary line and along the southerly boundary of the said Splaine land a distance of 162.56 feet to the southeasterly corner thereof; thence turning and following a course North 19 Degrees 30'30" West along the said Splaine land a distance of 150.00 feet to the southerly line of the said Greenland Road; thence following the said Greenland Road first along a course North 62 Degrees 55'30" East a distance of 2.76 feet to a point, then continuing along a course North 64 Degrees 29'30" East a distance of 58.89 feet to the northwesterly corner of land of Robert and Ruth Keene; thence turning and following a course South 19 Degrees 30'30" East along the westerly line of the said Keene land a distance of 100 feet to the southwesterly corner thereof; thence turning and following a course North 64 Degrees 29'30" East along the southerly line of the said Keene land a distance of 105.00 feet to a point in the westerly line of the land of Tonia and Elizabeth David; thence turning and following a course South 19 Degrees 30'30" East along the said David land a distance of 297.87 feet to the northwesterly line of N.H. Route 101; thence turning and following the said right of way line of Route 101 along a course South 27 Degrees 29' West a distance of 95.18 feet to a concrete boundary marker of the New Hampshire Department of Public Works and Highways; thence turning and following a course South 62 Degrees 31' East along a jog in the right of way line of the said highway a distance of 50 feet to another concrete boundary marker of the said Department; thence turning and continuing along the northwesterly line of the said Route 101 along a course South 27 Degrees 29' West a distance of 561.29 feet past another concrete boundary marker of the said Department to the

#3012 P2113

southeasterly corner of other land of GTE Sylvania Incorporated at a point just westerly of the City of Portsmouth-Town of Greenland boundary line; thence turning and following a course North 08 Degrees 46'30" West along the said Sylvania land and substantially along the City of Portsmouth-Town of Greenland boundary line a distance of 270.17 feet to the northeasterly corner of the said other Sylvania land; thence turning and proceeding along the northerly line of the said other Sylvania land first along course South 55 Degrees 28'30" West a distance of 390.00 feet to a point, then continuing South 70 Degrees 58'30" West a distance of 285.69 feet to a point at the southeasterly corner of land of Norman and Cynthia Nichols; thence turning and following a course North 17 Degrees 41'30" West first along the easterly line of the said Nichols land and then along the easterly line of land of Robert and Marjorie Ross a distance of 494.63 feet to the southerly line of Portsmouth Avenue at the point of beginning.

All references to names of abutting property owners in the foregoing descriptions are to persons either presently or formerly the owners of the said abutting premises.

The foregoing tract is a parcel of approximately 13.10 acres. It is conveyed subject to the following:

1. A certain right of way approximately 50 feet in width and 300' in length along the westerly line of the said premises between Portsmouth Avenue and premise now or formerly of Norman and Cynthia Nichols located generally southerly of the premises of Robert and Marjorie Ross.

2. Certain rights and easements of the State of New Hampshire conveyed to it on February 19, 1957 by Elery G. Smith and Bessie W. Smith (predecessors to the Trustee in the title of the locus) by deed recorded in Rockingham County Records, book 1424, Page 7. By that deed the said Smiths conveyed to the State of New Hampshire in fee certain premises, easterly of the locus, now occupied by N.H. Route 101 and in addition with respect to their adjacent land retained by them and constituting a part of the locus, the following:

All rights of access, air, view and light pertaining to the remainder of abutting lands belonging to the grantors, their heirs, assigns, executors and administrators as defined in Chapter 336, RSA 1955 entitled Limited Access Highways.

And the grantor does hereby covenant to the State of New Hampshire the right to extend and maintain such slopes and embankments beyond the limits hereby conveyed as may be necessary to construct slopes and embankments at such an angle as will hold the material of such slopes

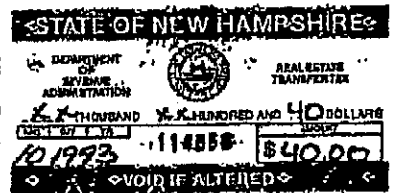
N3012 P2114

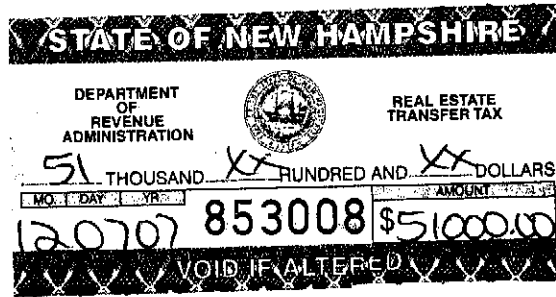
in repose against ordinary erosion together with the right to construct and maintain on other land of the grantor pipes or ditches incidental to the construction.

The conveyance of slope rights by Elery G. Smith and Bessie W. Smith to The State of New Hampshire dated February 19, 1957, recorded in Rockingham County Registry of Deeds at Book 1424, Page 5 does not affect the locus.

For plan of Tract II, see Plan of Land, Greenland, N.H. for GTE Sylvania Incorporated prepared by John W. Durgin, Civil Engineer, File #2754, Plan #5324, dated January 1973, Revised March, 1973, approved for record by Greenland Planning Board.

MEANING AND INTENDING to convey all of Tract 2 of Parcel 2 as described in the deed from GTE Products Corporation to GTE Operations Support Incorporated dated July 27, 1992, recorded at the Rockingham County Registry of Deed at Book 2935, Page 55.





## WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT Carol P. Hughes, a married woman, with an address of c/o D.M. Hughes, Inc., 118 Maplewood Avenue, Portsmouth, County of Rockingham and State of New Hampshire 03801, for consideration paid grants to PDNED GREENLAND LLC, a Delaware limited liability company, having an address of c/o New England Development, One Wells Avenue, Newton, Massachusetts 02459, with Warranty Covenants, the parcels of land along with the buildings and improvements thereon situated on Route 101, in the Town of Greenland and City of Portsmouth, County of Rockingham, formerly known as the GTE Glass Products Plant and Offices, as more particularly described on Exhibit A attached hereto.

Subject to the following permitted encumbrances:

- a. provisions of existing building and zoning laws;
- b. such real estate taxes for the then current tax year as are not due and payable on the day of the delivery of the Deed;
- c. any liens for municipal betterments assessed after the day of the delivery of the Deed; and
- d. easements, conditions, restrictions and other matters of record as of October 23, 2001 (other than monetary liens).

Meaning and intending to describe and convey the same premises conveyed to the within Grantor by Warranty Deed of GTE Operations Support Incorporated, a Delaware corporation dated October 15, 1993 and recorded with the Rockingham County Registry of Deeds at Book 3012, Page 2108.

The within conveyed property is not the homestead of grantor or her spouse.

Executed this 12th day of December, 2007.

Carol P. Hughes  
Carol P. Hughes

2007 DEC -7 PM 1:43 067230

ROCKINGHAM COUNTY  
REGISTRY OF DEEDS

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

This instrument was acknowledged before me on this 6<sup>TH</sup> day of December, 2007 by  
Carol P. Hughes.

Nancy E. Brackett  
Notary Public  
My Commission Expires:





## EXHIBIT A

A certain parcel of land situated on the northerly side of New Hampshire State Highway #101 in the Town of Greenland, County of Rockingham and State of New Hampshire, consisting of two Tracts bounded and described as follows:

## Tract 1

Beginning on the northerly sideline of Route 101 at a concrete bound designating the right-of-way of the State of New Hampshire; said bound being 836.11 feet southwesterly from the Town Line between the Town of Greenland and the City of Portsmouth; thence running S 42° 48' 04" W along the northerly sideline of Route 101, so-called, a distance of 322.5 feet to a concrete bound at the northerly sideline of the Boston and Maine Railroad; thence turning and running S 70° 34' W along the Boston and Maine Railroad for a distance of 972.2 feet to a drill hole in a stone wall at land of Jarib Sanderson, Jr., formerly of Waldo and Bertha Butterfield; thence turning and running N 0° 05' 10" E along said stone wall and said Sanderson land for a distance of 52.29 feet to a point; thence continuing N 04° 07' 19" E still along said stone wall and said Sanderson land for a distance of 255.24 feet to a point; thence continuing N 04° 59' 18" E along said stone wall and said Sanderson land for a distance of 60.73 feet to a point; thence continuing N 14° 50' 18" E along said stone wall and said Sanderson land for a distance of 70 feet, more or less, past the end of the stone wall to Pickering Brook, so-called; thence turning and running Southeasterly 41° 59' 31" for a distance of 69.33'; thence turning and running Northeasterly 38° 30' 55" a distance of 948.3 feet; thence turning Northwesterly 40° 55' 57" a distance of 159.84 feet to a point; thence turning Northeasterly 39° 30' 28" a distance of 128.71 feet to a point; thence turning and running N 89° 50' 19" E, first along other land of the said Nichols and then along land of Smith Realty Trust for a distance of 384.36 feet to a concrete bound; thence turning and running N 86° 11' 42" E along other land of the Smith Realty Trust for a distance of 290.0 feet to a concrete bound; thence turning and running N 70° 41' 23" E along other land of the Smith Realty Trust for a distance of 390.0 feet to a concrete bound at the Greenland Town Line with the City of Portsmouth; thence turning and running S 06° 26' 23" W along the said Greenland Town Line and along other land of the Smith Realty Trust for a distance of 275.02 feet to a concrete bound on the northerly sideline of Route 101; thence turning and running S 42° 48' 04" W along the northerly sideline of Route 101 for a distance of 836.11 feet to the point of beginning.

Subject to the rights of access, air, view and light, and the right to extend and maintain slopes and embankments as set forth in two Deeds of Elery G. and Bessie W. Smith to the State of New Hampshire, dated February 19, 1957, and recorded in the Rockingham County Registry of Deeds, Book 1424, Page 6 and Book 1424, Page 7.

And subject also to a power line easement of Public Service Company of New Hampshire to the extent it affects the locus as recorded in said Registry of Deeds, Book 1088, Page 101.

Excepting from the hereinabove described premises the roadway lay-out as recorded with the Town Clerk of Greenland on October 3, 1969.

And subject to the rights of SINDANOL (U.S.A.), Inc. their successors and assigns in and to the railroad right of way, the gas line easement, and the Existing Road/Drive all as described in Deed recorded on October 19, 1993 at Book 3012, Page 2103 by GTE Operations Support Incorporated to SINDANOL (U.S.A.), Inc.

Subject to the following reservations contained in deed of GTE Operations Support Incorporated as Grantor to Carol P. Hughes, as Grantee, dated October 15, 1993 and recorded at the Rockingham County Registry of Deeds at Book 3012, Page 2108:

GTE Operations Support Incorporated, Grantor hereby reserves unto itself, successors and assigns, the perpetual easement, right, liberty, privilege, license and authority to construct, relocate, install, renew, replace, add to, operate and maintain on, under, along and across Tract I such borings, wells, piezometers, and other equipment and structures (cumulatively, the "Facilities") as GTE, its successors and assigns, shall determine are necessary or proper for the purpose of testing and taking samples of the water and soil located on and under the Premises and doing such other acts, including but not limited to remediation of the Premises, as are, in the opinion of GTE, reasonably necessary for performing remediation activities, if remediation activities are required by the State of New Hampshire, and such studies of the Premises and the surrounding areas, together with the right of ingress and egress and the right to take any reasonably necessary action or to undertake any reasonably necessary construction to perform such work.

For the purpose of effecting the aforesaid rights:

- a. All operations shall be carried on in such a manner so as not to unreasonably interfere with the Grantee's use and enjoyment of the Premises;
- b. Grantee and its successors, assigns, tenants or licensees shall keep the area where said Facilities are located clear of buildings or any structures which could, in the opinion of GTE, interfere with the construction, maintenance or use of the said Facilities as provided hereunder; and
- c. Grantee shall not: grant any additional or future easements and licenses other than that granted herein which would or may interfere or conflict with the activities undertaken by GTE, its employees, agents, successors, and assigns, as well as GTE's contractors, subcontractors, invitees, and contractors' subcontractors pursuant to this Easement; to in any manner whatsoever interfere with those activities; or to prevent access.

Meaning and intending to describe and convey all land of GTE Operations Support Incorporated located in the Town of Greenland which is bounded generally westerly by land of Jarib Sanderson, Jr., formerly of Waldo K. and Bertha E. Butterfield, southerly by the Boston and Maine Railroad right-of-way and New Hampshire State Highway #101, easterly by the Town Line between Greenland and the City of Portsmouth, and northerly by a line generally parallel to Portsmouth Avenue but located

approximately 500 feet distant therefrom, such line constituting the northerly line of the Industrial District under the Zoning Ordinance of the Town of Greenland; and including all right, title and interest of GTE Operations Support Incorporated in and to Pickering Brook and any islands therein and the bed thereof between the said Industrial District line and the northerly line of the said Boston and Maine Railroad right-of-way not conveyed to SINDANOL (U.S.A.), Inc. by Deed recorded on October 19, 1993 at Book 3012, Page 2103.

Tract II: A certain tract of land partly in Greenland and partly in Portsmouth located generally southerly of various lots fronting on the southerly side of Portsmouth Avenue in Greenland and on the Greenland Road in Portsmouth.

Beginning on the southerly side of Portsmouth Avenue in Greenland at the northeasterly corner of premises now or formerly of Robert E. and Marjorie Ross and at the northwesterly corner of a certain right of way approximately 50 feet in width; thence running North 74 Degrees 18' 30" East along Portsmouth Avenue across the said right of way to the northwesterly corner of land of Joseph and Janet Goeddeke; thence turning and following the westerly line of the said Goeddeke premises and the easterly line of the said right of way following a course South 17 Degrees 41' 30" East a distance of 100 feet to the southwesterly corner of the said Goeddeke tract; thence turning and following a course North 74 Degrees 23' 30" East first along the said Goeddeke premises, then along the premises of Robert and Judith Mello a distance of 223.27 feet to a point in the westerly line of the land of Winfield and Florence Sprague; thence turning and following a course South 16 Degrees 19' East along the said Sprague premises a distance of 50.16 feet to the southwesterly corner thereof; thence turning and following a course North 69 Degrees 03' 30" East a distance of 112.11 feet along the southerly line of the said Sprague premises to a point in the westerly line of land of Clifford and Betty Peloquin; thence turning and following a course South 20 Degrees 56' 30" East a distance of 50 feet to the southwesterly corner thereof, thence turning and following a course North 69 Degrees 03' 30" East along the said Peloquin premises a distance of 100 feet to the southwesterly corner thereof; thence turning and following a course North 20 Degrees 36' 30" West along the easterly line of the said Peloquin premises a distance of 100 feet to the southwesterly corner of the land of John and Monique Theall; thence turning and proceeding along the southerly bound of the said Theall land first along a course North 69 Degrees 03' 30" East a distance of 50.50 feet to a point, then along a course North 60 Degrees 49' 30" East a distance of 100.46 feet to a point; thence continuing first along the said Theall land, then along land of Joseph and Theresa Theberge and then along land of Robert and Theresa Karasko, following a course North 50 Degrees 18' East a distance of 234.70 feet to a point in the southwesterly line of land of Ransom Carlton, Jr. and Ruth Carlton; thence turning and following a course South 39 Degrees 42' East along the said Carlton land a distance of 100 feet to the southwesterly corner thereof; thence turning and following a course North 50 Degrees 18' East along the said Carlton land a distance of 100.70 feet to the southwesterly line of land of E. Josephine Twombly; thence turning and following the said Twombly land along a course South 39 Degrees 42' East a distance of 16.40 feet to the southeasterly corner thereof, thence turning and following a course North 06 Degrees 52' 30" West along the easterly line of the said Twombly land a distance of 105.36 feet to the southwesterly corner of land of Arthur and Beverly Splaine; thence turning and following a course North 63 Degrees 54' 30" East across the City of Portsmouth-Town of Greenland boundary line and along the southerly boundary of the

said Splaine land a distance of 162.56 feet to the southeasterly corner thereof; thence turning and following a course North 19 Degrees 30' 30" West along the said Splaine land a distance of 150.00 feet to the southerly line of the said Greenland Road; thence following the said Greenland Road first along a course North 62 Degrees 55' 30" East a distance of 2.76 feet to a point, then continuing along a course North 64 Degrees 29' 30" East a distance of 58.89 feet to the northwesterly corner of land of Robert and Ruth Keene; thence turning and following a course South 19 Degrees 30' 30" East along the westerly line of the said Keene land a distance of 100 feet to the southwesterly corner thereof; thence turning and following a course North 64 Degrees 29' 30" East along the southerly line of the said Keene land a distance of 105.00 feet to a point in the westerly line of the land of Tonie and Elizabeth Darvid; thence turning and following a course South 19 Degrees 30' 30" East along the said Darvid land a distance of 297.87 feet to the northwesterly line of N.H. Route 101; thence turning and following the said right of way line of Route 101 along a course South 27 Degrees 29' West a distance of 95.18 feet to a concrete boundary marker of the New Hampshire Department of Public Works and Highways; thence turning and following a course South 62 Degrees 31' East along a jog in the right of way line of the said highway a distance of 50 feet to another concrete boundary marker of the said Department; thence turning and continuing along the northwesterly line of the said Route 101 along a course South 27 Degrees 29' West a distance of 561.29 feet past another concrete boundary marker of the said Department to the southeasterly corner of other land of GTE Sylvania Incorporated at a point just westerly of the City of Portsmouth-Town of Greenland boundary line; thence turning and following a course North 08 Degrees 46' 30" West along the said Sylvania land and substantially along the City of Portsmouth-Town of Greenland boundary line a distance of 270.17 feet to the northeasterly corner of the said other Sylvania land; thence turning and proceeding along the northerly line of the said other Sylvania land first along course South 55 Degrees 28' 30" West a distance of 390.00 feet to a point, thence continuing South 70 Degrees 58' 30" West a distance of 285.69 feet to a point at the southeasterly corner of land of Norman and Cynthia Nichols; thence turning and following a course North 17 Degrees 41' 30" West first along the easterly line of the said Nichols land and then along the easterly line of land of Robert and Marjorie Ross a distance of 494.63 feet to the southerly line of Portsmouth Avenue at the point of beginning.

All references to names of abutting property owners in the foregoing descriptions are to persons either presently or formerly the owners of the said abutting premises.

The foregoing tract is a parcel of approximately 13.10 acres. It is conveyed subject to the following:

1. A certain right of way approximately 50 feet in width and 300' in length along the westerly line of the said premises between Portsmouth Avenue and premises now or formerly of Norman and Cynthia Nichols located generally southerly of the premises of Robert and Marjorie Ross.
2. Certain rights and easements of the State of New Hampshire conveyed to it on February 19, 1957 by Elery G. Smith and Bessie W. Smith (predecessors to the Trustee in the title of the locus) by deed recorded in Rockingham County Records, Book 1424, Page 7. By that deed the said Smiths conveyed to the State of New Hampshire in fee certain premises, easterly of the locus, now occupied by

N.H. Route 101 and in addition with respect to their adjacent land retained by them and constituting a part of the locus, the following:

All rights of access, air, view and light pertaining to the remainder of abutting lands belonging to grantor, their heirs, assigns, executors and administrators as defined in Chapter 236, RSA 1955 entitled Limited Access Highways.

And grantor does hereby covenant to the State of New Hampshire the right to extend and maintain such slopes and embankments beyond the limits hereby conveyed as may be necessary to construct slopes and embankments at such an angle as will hold the material of such slopes in repose against ordinary erosion together with the right to construct and maintain on other land of the grantor pipes or ditches incidental to the construction.

The conveyance of slope rights by Elery G. Smith and Bessie W. Smith to the State of New Hampshire dated February 19, 1957, recorded in Rockingham County Registry of Deeds at Book 1424, Page 6 does not affect the locus.

For plan of Tract II, see Plan of Land, Greenland, N.H. for GTE Sylvania Incorporated prepared by John W. Durgin, Civil Engineer, File #2754, Plan #5324, dated January 1973, Revised March, 1973, approved for record by Greenland Planning Board.

Meaning and intending to describe and convey the same premises conveyed to Carol P. Hughes by Warranty Deed of GTE Operations Support Incorporated dated October 15, 1993 and recorded with the Rockingham County Registry of Deeds at Book 3012, Page 2108.

## ASSIGNMENT OF CONTRACT RIGHTS AND INTANGIBLE ASSETS

**CAROL P. HUGHES**, with an address of c/o D.M. Hughes, Inc., 118 Maplewood Avenue, Portsmouth, NH 03801, (the "**Assignor**"), in connection with its conveyance this day of the parcels of land located at and commonly known as Tax Map R-21, Lot 44A, Tax Map R-21, Lot 44B and Tax Map R-21, Lot 44C, Route 33, Greenland, New Hampshire and Tax Map R279, Lot 6, Route 33, Portsmouth, New Hampshire (the "**Land**"), together with all buildings, structures and improvements now or hereafter existing thereon, together with all of Assignor's right, title and interest, if any, in and to any streets, ways or alleys abutting or adjoining thereon, and any strips, gores, trees, shrubs, plants, easements, hereditament and appurtenances in or affecting the Land and the airspace and right to use the airspace above the Land (the foregoing is collectively called the "**Real Property**") pursuant to the Purchase and Sale Agreement dated as of October 23, 2001, as amended, by and between Assignor and Packard Development Corporation (the "**Purchase Agreement**"), and for and in consideration of the sum of TEN DOLLARS and 00/100 (\$10.00) paid by **PDNED GREENLAND LLC**, a Delaware limited liability company having an address c/o New England Development, One Wells Avenue, Newton, MA 02459 ("**Assignee**") successor in interest to Packard Development Corporation, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby unconditionally assign, set over, convey and transfer unto the Assignee, effective from and after this day, all of the Assignor's right, title and interest, to the extent assignable or transferable, in and to the following:

1. Any and all contracts or agreements, such as lease, construction, architecture, engineering, maintenance, service or utility contracts and telephone exchange numbers relating to the Real Property, including, but not limited to, such contracts, agreements, instruments and documents as are attached hereto as **Attachment A**;
2. Any and all licenses, permits, certificates, variances, consents, approvals or similar documents and instruments relating to the Real Property, including, without limitation, such of the foregoing as are attached hereto as **Attachment B**;
3. Any and all plans, drawings, specifications, surveys, engineering and other designs, borings, soil and other tests and reports, project budgets and schedules, and other technical descriptions relating to the Real Property; and
4. Any and all sewer and water rights allocated to the Real Property, and all mineral and water rights therein.

Assignor hereby agrees that it shall upon the request of Assignee from time to time sign, seal, execute and deliver any and all instruments or documents as may be required for the purpose of more effectively vesting in Assignee all of the right, title and interest of the Assignor in the items set forth above or demanding, receiving and giving receipts and releases for any and all of the aforesaid obligations. Assignor hereby covenants and agrees to indemnify and hold harmless the Assignee from and against all

costs, expenses, claims and losses, including, without limitation, reasonable attorneys' fees, arising out of or in connection with any defaults in Assignor's obligations under any of the foregoing, which defaults arose on or prior to the date hereof.

Assignee hereby accepts the foregoing assignment and hereby covenants and agrees to indemnify and hold harmless the Assignor from and against all costs, expenses, claims and losses, including, without limitation, reasonable attorneys' fees, arising out of or in connection with any defaults in Assignee's obligations under any of the foregoing, which defaults arise after the date hereof.

ALL PROPERTY IS SOLD "AS IS WHERE IS".

**[Remainder of page intentionally left blank.]**

ATTACHMENT A

(Certain Contracts and Agreements)

**[To be inserted by Buyer and  
Seller at Closing]**



ATTACHMENT B

(Certain Licenses, Permits, Certificates,  
Variances, Consents, Approvals, etc.)

**[To be inserted by Buyer and  
Seller at Closing]**