



PLANNING & DEVELOPMENT DEPARTMENT
City Hall Annex
33 Wakefield Street,
Rochester, New Hampshire 03867-1917
(603) 335-1338 - Fax (603) 330-0023
Web Site: www.rochesternh.net

Planning Board
Conservation Commission
Historic District Commission
Arts & Culture Commission

M E M O R A N D U M

TO: Applicants for a **SITE PLAN - NONRESIDENTIAL**

FROM: Planning & Development

DATE: May 2019

SUBJ: **Submission Requirements and Review Process for Formal Applications**

We appreciate your interest in developing property in the City of Rochester and would like to make the application process as simple and pleasant as possible. Please review the following items carefully and feel free to contact our office with any questions, comments, or suggestions. For applicants/agents who are not highly familiar with the review process in Rochester it is strongly recommended that you speak with the Planning Department (603-335-1338) about the submission process before preparing an application.

**** Please note.** On any significant site plans and on major subdivisions, especially those involving a new road, a preliminary meeting with staff and/or a preliminary (conceptual or preferably design review) discussion with the Planning Board prior to engineering the project is **strongly encouraged**. In most cases, initial site layout or proposed lot and road locations will change as a result of the City's review and you will save time and money if you wait to do the engineering until you receive this feedback. A separate application form is used for preliminary applications.*

- A) The applicant must submit all of the following items in order for the application to be considered and processed as a formal application (*see exception/clarification at the end*):
- 1) Completed application form (blank attached) – **4 copies**
 - 2) Written narrative about the proposed project addressing the scope of operation, purpose, justification, and impacts (a simple letter of intent may suffice) – **4 copies**
 - 3) Complete set of drawings on 11" x 17" sheets – **2 sets folded in half**
 - 4) Complete sets of full size drawings as described in the regulations (a mylar is not required) – **3 sets**
 - 5) Drainage, traffic, and other studies as appropriate – **2 copies**

- 6) Completed checklist (corresponding to Section II.5.A. of the Site Plan Regulations or Section 4 of the Subdivision Regulations, blank attached) filled out by applicant – **1 checklist**
- 7) All items specified on the checklist (5, above) and in the regulations must be submitted unless they are not applicable or a waiver is requested and approved. For site plans please be sure to include information on lighting, signage, and architecture, as specified.
- 8) Application fee (see fee schedule). Checks or money orders should be made out to "City of Rochester".
- 9) Completed abutter's list. All parcels of land which are contiguous to the subject property at any point or which would be contiguous if not for an intervening road or stream must be listed. The list is completed by the applicant directly from information on the computer terminal located in the Assessor's Office. The list may not be filled out more than 5 days prior to the application deadline. Please note that holders of conservation or preservation easements must also be notified. If there are any they must be included on the abutter's list. One original only. The applicant must pay the City of Rochester the current postal rate for a certified letter to be mailed to everyone on the abutter list. The Planning Department will generate the public hearing notice and take it to the post office to be mailed certified. The applicant shall supply two (2) mailing labels for each name on the abutter list.
- 10) Requests for waivers, if any. The applicant may request waivers from submission requirements and design standards. Waivers are granted by the Planning Board at its discretion. Any request must be submitted by the applicant in writing specifying the regulation number and reason for the request. If you believe that obtaining a waiver will improve your project we encourage you to apply for it. Four (4) copies or 1 copy if requested on checklist
- 11) ***Please submit the four (4) application packages - application form, narrative, and folded 11x17 drawings (and waivers if submitted as a separate memo) – with each clipped together as one set.*** Staff will inform you after the TRG meeting how many final application packages to submit for the Planning Board.
- 12) If all necessary items are not submitted, such that the application cannot be accepted as complete, the application will be treated as a preliminary application. However, *at the discretion of the Planning Board*, various items which can be reviewed fairly independently and readily inserted into an engineered plan - such as landscaping, lighting, signage, and architecture – may be submitted later, after plan acceptance, provided they are submitted in a form and timeframe to allow for full review prior to final action. Consult the Planning Department for more information. In addition, particular items – such as the drainage report, for example – may be submitted after the application deadline but prior to the Planning Board meeting and not affect acceptance, *if the timeframe for submittal of those items is approved in advance by the Planning Department.*

B) Agents (or applicants) must attend the Technical Review Group meeting held one week after the application deadline. **The applicant or agent must attend the Planning Board meeting.**

- C) The application must comply with all of the following: the City of Rochester Site Plan Regulations or Subdivision Regulations, as appropriate, unless a waiver is obtained; the City of Rochester Zoning Ordinance unless a variance is obtained; and all other applicable local, state, and federal regulations.
- D) The project must be built and executed exactly as specified in the approved application package unless modifications are subsequently approved. All of the documentation submitted in the application package will be considered part of the approval unless otherwise updated, revised, or superseded.
- E) The application may be subject to the following requirements, fees, and assessments:
- 1) A small monumentation fund fee will be assessed on all projects that are not surveyed using the New Hampshire State Plane Coordinate System.
 - 2) A connection fee will be imposed on all projects that tie into the City's water or sewer system.
 - 3) Where drainage systems, roads, sidewalks, or other infrastructure impacted by the project are substandard the applicant may be required to upgrade these facilities or contribute to an upgrade.
 - 4) Payment for inspection fees as determined by the Department of Public Works.
 - 5) Reimbursement of any out-of-pocket expenses incurred by the City in evaluating the project.
 - 6) A sewer impact contribution must be paid prior to the issuance of a certificate of occupancy. The sewer impact is a one time payment of \$2.00 per gallon for average daily flow for new connections to City sewer or increases in flow.
 - 7) The Planning Board may impose other requirements, fees, and assessments, as appropriate.
- F) A pre-construction meeting will be required for all projects that involve significant ground disturbance. The applicant will be required to sign pre-construction and inspection fee agreements after project approval. For projects substantial in scope the applicant may be required to enlist the services of the design engineer to inspect and certify the work. After construction is completed the applicant must submit as-built plans to the City.

Once again, please feel free to contact our department with any questions. Thank you for your cooperation.

Describe proposed activity/use: _____

INTERIOR BUILDOUT OUT WITHIN EXISTING SHOPPING MALL BUILDING FOR CHARITABLE GAMING FACILITY, BATHROOMS, SUPPORT SPACES AND BACK OF HOUSE OFFICES, FOOD AND BEVERAGE OFFERINGS AND ASSOCIATED SEATING

Describe existing conditions/use (vacant land?): _____

EXISTING SHOPPING MALL BUILDING - PROPOSED INTERIOR BUILDOUT REPLACES 6 TENANT SPACES

Utility information

City water? yes ☒ no ☐; How far is City water from the site? _____

City sewer? yes ☒ no ☐; How far is City sewer from the site? _____

If City water, what are the estimated total daily needs? 400 gallons per day

If City water, is it proposed for anything other than domestic purposes? yes ☐ no ☒

If City sewer, do you plan to discharge anything other than domestic waste? yes ☐ no ☒

Where will stormwater be discharged? EXISTING STORM DRAINS (NO CHANGE)

Building information

Type of building(s): SHOPPING MALL

Building height: 20.00' (NO CHANGE) Finished floor elevation: 239.87' - FLUSH W/ ADJACENT GRADE (NO CHANGE)

Other information

parking spaces: existing: 319 total proposed: 319; Are there pertinent covenants? YES

Number of cubic yards of earth being removed from the site 0 CY

Number of existing employees: N/A; number of proposed employees total: 80

Check any that are proposed: variance ☐; special exception ☐; conditional use ☐

Wetlands: Is any fill proposed? NO; area to be filled: NO; buffer impact? NO

Proposed <u>post-development</u> disposition of site (should total 100%)		
	Square footage	% overall site
Building footprint(s) – give for each building	43475SF (NO CHANGE)	24%
Parking and vehicle circulation	135023 SF (NO CHANGE)	75%
Planted/landscaped areas (excluding drainage)	2171 SF (NO CHANGE)	1%
Natural/undisturbed areas (excluding wetlands)	0 SF (NO CHANGE)	0%
Wetlands	0 SF (NO CHANGE)	0%
Other – drainage structures, outside storage, etc.	0 SF (NO CHANGE)	0%

Comments

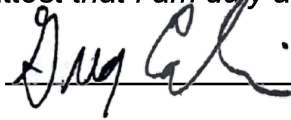
Please feel free to add any comments, additional information, or requests for waivers here:

Submission of application

This application must be signed by the property owner, applicant/developer (if different from property owner), and/or the agent.

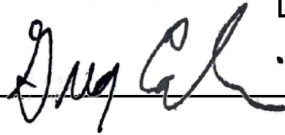
I (we) hereby submit this Site Plan application to the City of Rochester Planning Board pursuant to the City of Rochester Site Plan Regulations and attest that to the best of my knowledge all of the information on this application form and in the accompanying application materials and documentation is true and accurate. As applicant/developer (if different from property owner)/as agent, I attest that I am duly authorized to act in this capacity.

Signature of property owner: _____



Date: 04/24/2023

Signature of applicant/developer: _____



Date: 04/24/2023

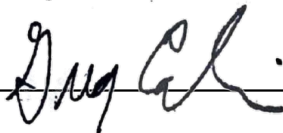
Signature of agent: _____

Date: _____

Authorization to enter subject property

I hereby authorize members of the Rochester Planning Board, Zoning Board of Adjustment, Conservation Commission, Planning Department, and other pertinent City departments, boards and agencies to enter my property for the purpose of evaluating this application including performing any appropriate inspections during the application phase, review phase, post-approval phase, construction phase, and occupancy phase. This authorization applies specifically to those particular individuals legitimately involved in evaluating, reviewing, or inspecting this specific application/project. It is understood that these individuals must use all reasonable care, courtesy, and diligence when entering the property.

Signature of property owner: _____



Date: 04/24/2023

Site Plan Checklist (residential and nonresidential)

****To be filled out by applicant/agent (with notes to be inserted by staff)***

See regulations for other specific requirements
City of Rochester Planning & Development Department

Project Name: ROCHESTER CHARITABLE GAMING VENUE Map: 222 Lot: 94 Date: 4/25/23

Applicant/agent: Gregory Carlin Signature: 

(Staff review by: _____ Date: _____)

General items

	Yes	No	N/A	Waiver Requested	Comments
<u>4</u> sets completed application	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Total application fee	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
<u>4</u> copies of narrative	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
<u>3</u> sets of full-size plans	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
<u>2</u> sets of 11 X 17 reductions	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Completed abutters list	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Copy of existing covenants, easements, deed restrictions	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>HANNAFORD REA ATTACHED</u>

Plan Information

Basic information including:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>SEE PLANS</u>
• Title sheet					
• Name of Project					
• Date					
• North arrow					
• Scale					
• Legend					
• Revision block					
• Vicinity sketch -not less than 1" = 1,000'					
Name and address of developer/applicant	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>SEE PLANS</u>
Name, stamp, and NH license # of land survey, engineer, and/or architect	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>SEE PLANS</u>
City tax map & lot #'s	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>SEE PLANS</u>
Notation on plans: "For more information about this site plan contact...."	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>SEE PLANS</u>

General items Continued

	Yes	No	N/A	Waiver Requested	Comments
Approval block (for signature by staff attesting to Planning Board approval)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SEE PLANS
References to neighboring plans and subdivisions	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SEE SURVEY
Surveyed property lines including: <ul style="list-style-type: none">• existing and proposed bearings• existing and proposed distances• pins, stakes, bounds• monuments• benchmarks	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SEE SURVEY
Include error of closure statement	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SEE SURVEY
Information on abutting properties: <ul style="list-style-type: none">• owner name• owner address• tax map and lot #• square footage of lots• approximate building footprints• use	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SEE ABUTTERS LIST

Zoning

Zoning designations of subject tract and in vicinity of tract	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SEE SITE PLAN / ABUTTERS MAP
Zoning requirements for district: <ul style="list-style-type: none">• frontage• lot dimensions/density• all setbacks• lot coverage	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SEE PLANS - NO CHANGE
Zoning overlay districts	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	N/A

Existing Topographic Features:

Contour lines a (not to exceed two-foot intervals, except on steep slopes) and spot elevations	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	N/A - NO CHANGE
Soil types and boundaries	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	N/A - NO CHANGE
Soil test pit locations, profiles, and Depth to water table and ledge	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	N/A - NO CHANGE
Percolation test locations and results	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	N/A - NO CHANGE

Existing Topographic Features Continued:

	Yes	No	N/A	Waiver Requested	Comments
Water features (ponds, streams)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	NO WATER FEATURES ON SITE
Wetlands including name of certified Wetlands scientist who delineated	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	NO WETLANDS ON SITE
Statement whether located in flood area, And if so, 100 year flood elevation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SEE SURVEY
Delineation of trees and open areas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SEE SURVEY
Overview of types of trees and vegetation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SEE SURVEY
Stone walls and archaeological features	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	N/A - NONE ON SITE
Locations of trails and paths	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	N/A - NONE ON SITE
Other natural/cultural resources (productive farmland, habitats, scenic views, historic structures, etc)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	N/A - NONE ON SITE

Building Information

Existing buildings/structures including square footage and use	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SEE PLANS
Proposed building/structures including <ul style="list-style-type: none">• square footage• first floor elevation• use• # bedrooms per unit if residential	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SEE PLANS
Elevation drawing of proposed buildings and structures as follows: <ul style="list-style-type: none">• Showing all four sides• Drawn to scale with dimensions• Showing exterior materials• Showing exterior colors	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SEE PLANS

Circulation and Parking Plans

Existing and proposed driveways and access points including: <ul style="list-style-type: none">• Width of opening• Turning radii• Cross section of driveway	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SEE SITE PLAN
Curbing & edge treatment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	REFURBISH EXISTING
Traffic control devices, if appropriate:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	N/A

Circulation and Parking Plans Continued:

	Yes	No	N/A	Waiver Requested	Comments
Number of parking spaces	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SEE SITE PLAN - NO CHANGE
• required by ordinance					
• proposed					
Parking layout and dimensions of spaces	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SEE SITE PLAN - NO CHANGE
Handicap spaces	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SEE SITE PLAN - NO CHANGE
Loading area	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SEE SITE PLAN - NO CHANGE
Pedestrian circulation plan (including existing sidewalks in vicinity, if any)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SEE SITE PLAN - NO CHANGE
Bicycle rack, if appropriate	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	NONE REQUIRED
Buffers, landscaping & screening	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	REFRESH EXISTING LANDSCAPING
Snow storage areas/plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NO CHANGE

Utilities

Show all pertinent existing and proposed profiles, elevations, materials, sizes, and details

Water lines/well (with protective radius)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SEE SURVEY - NO CHANGE
Sewer lines/septic and leaching areas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SEE SURVEY - NO CHANGE
Pump stations	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	NO CHANGE
Stormwater management system: pipes, culverts,, catch basins detention/ retention basins, swales, rip rap, etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	NO CHANGE
Fire hydrant location(s) and details	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SEE SURVEY - NO CHANGE
Electric, telephone, cable TV (underground or overhead)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SEE SURVEY - NO CHANGE
Gas lines	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SEE SURVEY - NO CHANGE
Fire alarm connections	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	AS REQUIRED BY AHJ
Treatment of solid waste (dumpsters?)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	AS REQUIRED BY AHJ
Handling of oil, grease, chemicals hazardous materials/waste	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	AS REQUIRED BY AHJ

Landscaping Plan

	Yes	No	N/A	Waiver Requested	Comments
Demarcation of limits of construction, clear delineation of vegetation to be saved, and strategy for protecting vegetation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>TO BE DEVELOPED UNDER SEPARATE PERMIT</u>
Proposed ground cover, shrubbery, and trees including: <ul style="list-style-type: none"> • botanical and common names • locations and spacing • total number of each species • size at installation 	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>TO BE DEVELOPED UNDER SEPARATE PERMIT</u>
Planting plan (size of holes, depth of planting, soil amendments, etc.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>TO BE DEVELOPED UNDER SEPARATE PERMIT</u>
Irrigation: system? soaker hose? Manual? underground, etc.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>TO BE DEVELOPED UNDER SEPARATE PERMIT</u>
Protection of landscaping from vehicles (Curb stops, berm, railroad ties, etc)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>TO BE DEVELOPED UNDER SEPARATE PERMIT</u>
Specification all finished ground surfaces and edges (greenspace, mulch, asphalt, concrete, etc.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>TO BE DEVELOPED UNDER SEPARATE PERMIT</u>
Fencing/screening	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>FENCING TO BE REPAIRED AS NEEDED</u>
<u>Signage</u>					
Location and type of signs: <ul style="list-style-type: none"> • Attached to building • Freestanding • Directional, if appropriate 	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>SEE PLANS - UNDER SEPARATE PERMIT</u>
Dimensions of signs: <ul style="list-style-type: none"> • Height • Area • Setback 	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>SEE PLANS - UNDER SEPARATE PERMIT</u>
Elevation drawings with colors & materials	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>SEE PLANS - UNDER SEPARATE PERMIT</u>
Type of Illumination, if proposed	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>SEE PLANS - UNDER SEPARATE PERMIT</u>

Outdoor Lighting

<u>Outdoor Lighting</u>	Yes	No	N/A	Waiver Requested	Comments
Locations	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SEE SITE PLAN - NO CHANGE
Height of fixtures	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	REPAIR/REPLACE - UNDER SEPARATE PERMIT
Wattage	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	REPAIR/REPLACE - UNDER SEPARATE PERMIT
Type of light (high pressure sodium, etc)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	REPAIR/REPLACE - UNDER SEPARATE PERMIT
Design/cut sheets of fixtures	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	REPAIR/REPLACE - UNDER SEPARATE PERMIT
Illumination study, if appropriate	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Other Elements

Traffic study, if appropriate	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SEE TRAFFIC REVIEW - ATTACHED
Drainage study with calculations, storm Water impact analysis, and mitigation plan	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	NO CHANGE
Grading plan (including finish grades)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	NO CHANGE
Earth being removed from site(in cubic yards)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	NO CHANGE
Erosion and sedimentation plan	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	NO CHANGE
Proposed covenants, easements, And deed restrictions, if any	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SEE SURVEY / AND ATTACHED DOCUMENTS
Fiscal impact study, if requested	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	N/A

Additional Comments:

ADDITIONAL INFORMATION AVAILABLE UPON REQUEST

[illegible]

ABUTTER LIST
City of Rochester, NH
Please Print or Type

Applicant: NEW ENGLAND GAMING AND CONSULTING LLC **Phone** 310-850-1624

Project Address:
5 MILTON RD. ROCHESTER, NH 03867

List the names and addresses of all parties below. For abutting lot owners, list each owner whose lot adjoins or is directly across the street or a body of water from the subject property. This form may not be completed more than five (5) days prior to the application deadline.

LEGAL OWNER OF SUBJECT LOT

Map	Lot	Zone	Owner Name	Mailing Address
222	94	HC	NEW ENGLAND GAMING AND CONSULTING LLC	923 ELM ST. PMB 7 MANCHESTER, NH 03101

ABUTTING LOT OWNERS

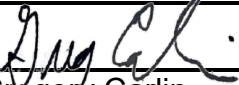
Map	Lot	Owner Name	Owner Mailing Address (NOT property location)
112	1	KOENIG RONALD W	P.O. BOX 314 KINGSPORT, TN 37662-0314
112	2	KOENIG RONALD W	P.O. BOX 314 KINGSPORT, TN 37662-0314
112	10	CITY OF ROCHESTER	31 WAKEFIELD ST ROCHESTER, NH 00000
215	58	CONSERVANCY FOUNDATION	40 TEMPLE ST. NASHUA, NH 03060
222	55	MAINE ATLANTIC PROPERTIES INC.	24 HARRIMAN DR. AUBURN, ME 04210-8300
222	57	TOLLY HOLDINGS LLC - SCHRECK CRAIG	140 MILL RD. NORTH HAMPTON, NH 03862
222	93	SAMPSON SUPERMARKETS INC - HANNAFORD BROS CO	P.O.BOX 6500 CARLISLE, PA 17013
222	95	ARCHAMBAULT FAMILY REV TRUST	38 BARBARA LN STRAFFORD, NH 03884-6700

PROFESSIONALS AND EASEMENT HOLDERS. Engineers, Surveyors, Soil Scientists, and Architects whose seal appears or will appear on the plans (other than any agent submitting this application); holders of conservation, preservation, or agricultural easements; and upstream dam owners/NHDES.

Name of Professional or Easement Holder	Mailing Address
DWAYNE MACEWEN - DMAC ARCHITECTURE	1229 EMERSON ST. EVANSTON, IL 60201

I, the undersigned, acknowledge that it is the responsibility of the applicant or his/her agent to fill out this form. I understand that any error or omission could affect the validity of any approval. To get the names & addresses of all abutters please see the Planning Department Secretary.

on this date: 04/24/2023 This is page 1 of 1 pages.

Applicant or Agent: 
Gregory Carlin

Planning Staff Verification: _____ Date: _____

ROCHESTER CHARITABLE GAMING VENUE

TAX MAP#222 LOT #94
5 MILTON RD. ROCHESTER, NH 03867



INTERIOR VIEW - AT ENTRY (FINISHES IN DEVELOPMENT)



INTERIOR VIEW - TOWARDS BAR AREA (FINISHES IN DEVELOPMENT)

PROJECT SCOPE

APPROX. 44,750 GROSS SF INTERIOR BUILD-OUT OF NEW CHARITABLE GAMING FACILITY WITHIN EXISTING SHOPPING MALL SPACE, FULLY SPRINKLERED & MONITORED.
INTERIOR BUILD-OUT OF GAMING FLOOR AND EQUIPMENT
ADDITIONAL BATHROOMS / PLUMBING FIXTURES
UPDATES TO EXISTING KITCHEN
NEW FOOD AND BEVERAGE AREA (BAR) AND DINING AREAS
NEW HVAC EQUIPMENT / DISTRIBUTION, UPDATES TO EXISTING ELECTRICAL EQUIPMENT
RELOCATION OF SPRINKLERS AS NECESSARY
NEW BACK-OF-HOUSE OFFICES / BREAK ROOM / STORAGE AREAS / SURVEILLANCE ROOM / CASHIER CAGE
NEW ENTRY UPDATES
NEW BUILDING MOUNTED, ILLUMINATED SIGNAGE
NEW SECURITY AND SURVEILLANCE SYSTEMS
NEW LANDSCAPING AT EXTERIOR PLANTERS
PUBLIC ART TO BE DEVELOPED PER PLANNING GUIDELINES

ZONING SUMMATION SOURCE: CHAPTER 275 ZONING - CITY OF ROCHESTER NH CODE

DESIGNATION: (H0) HIGHWAY COMMERCIAL DISTRICT

USE, HEIGHT AND AREA LIMITATIONS -

ALLOWED USE:	CHARITABLE GAMING FACILITY / RESTAURANT
FRONT SETBACK:	20'-0" (EXISTING, NO CHANGE)
SIDE SETBACK:	10'-0" (EXISTING, NO CHANGE)
REAR SETBACK:	25'-0" (EXISTING, NO CHANGE)
BUILDING HEIGHT:	20'-0" (MAX. ALLOWED HEIGHT = 45'-0") (EXISTING, NO CHANGE)
FLOOR AREA RATIO:	0.19 (MAX. ALLOWED FAR = 3.0) (EXISTING, NO CHANGE)
LANDSCAPING:	SEE SITE PLAN (EXISTING, INTERIOR TENANT IMPROVEMENT)
PUBLIC ART:	TO BE DEVELOPED AS PER PLANNING BOARD

PARKING REQUIREMENTS -

OFF STREET PARKING:	319 TOTAL (AS PART OF CONDO-LEASE AGREEMENT)
	303 REGULAR
	16 ADA SPACES
	3 EV CHARGING STATIONS (1% OF TOTAL)
	280 GAMING POSITIONS X 0.75 SPOTS PER GAMING POSITION = 210 < 319 OK

CODE SUMMATION

APPLICABLE CODES -

- CITY OF ROCHESTER SITE PLAN REGULATIONS
- CITY OF ROCHESTER ZONING ORDINANCE
- INTERNATIONAL BUILDING CODE, 2018 EDITION
- INTERNATIONAL ENERGY CONSERVATION CODE, 2018 EDITION
- INTERNATIONAL MECHANICAL CODE, 2018 EDITION
- INTERNATIONAL PLUMBING CODE, 2018 EDITION
- INTERNATIONAL RESIDENTIAL CODE, 2018 EDITION
- INTERNATIONAL EXISTING BUILDING CODE, 2018 EDITION
- LIFE SAFETY CODE NFPA 101, 2018 EDITION (FIRE DEPARTMENT)
- NATIONAL ELECTRICAL CODE, 2020 EDITION
- STATE FIRE CODE, SAF-C 6000 (FIRE DEPARTMENT)
- INTERNATIONAL PROPERTY MAINTENANCE CODE, 2015 EDITION

SOURCE: <https://www.rochesternh.gov/building-licensing-services/pages/codes-currently-enforced>

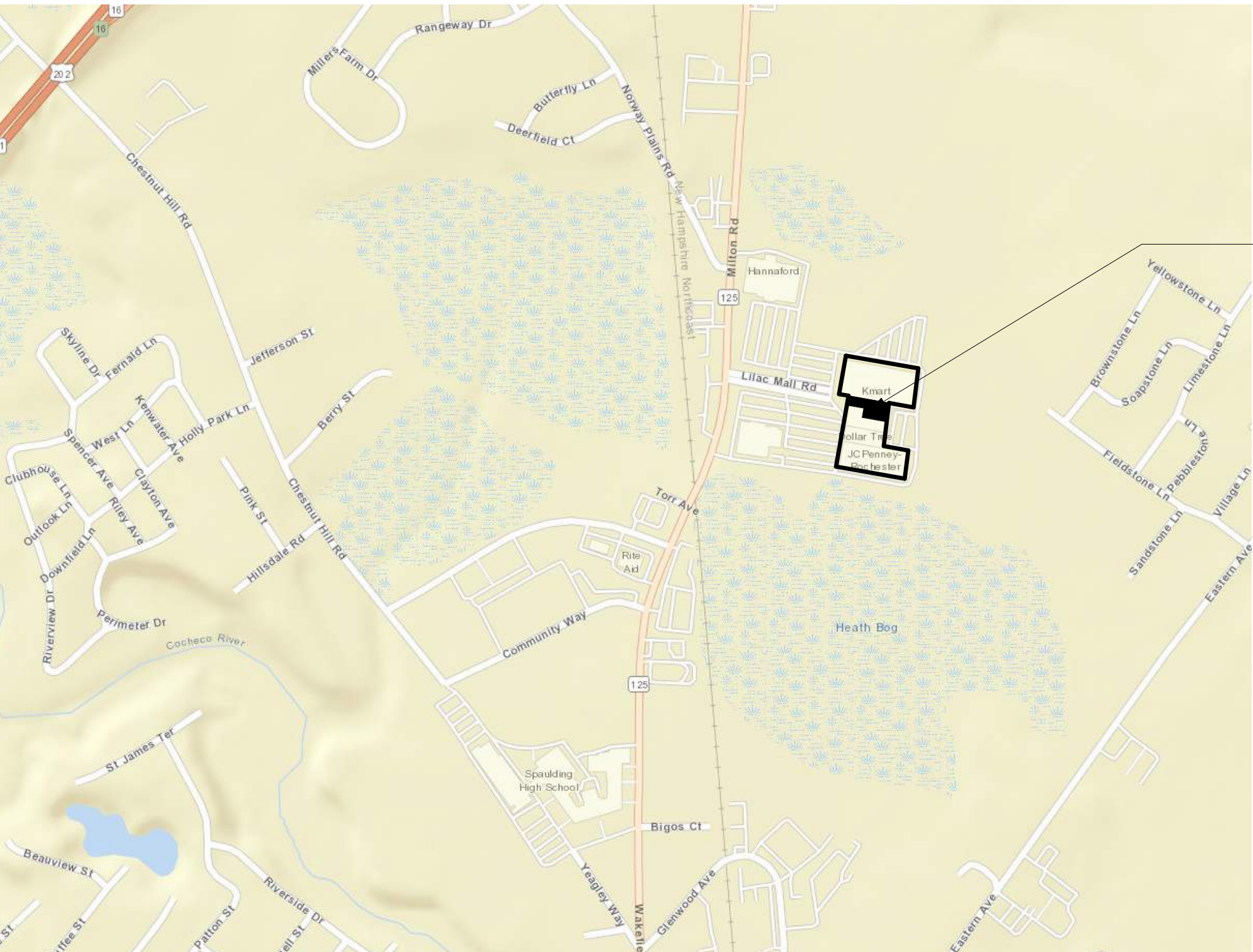
PROJECT DIRECTORY

FOR MORE INFORMATION ABOUT THIS SITE PLAN CONTACT:

OWNER
NEW ENGLAND GAMING AND
CONSULTING LLC
923 ELM ST. PMB 7 MANCHESTER, NH
03101
CONTACT: MICHAEL WAGMEISTER
(310) 850-1624

CIVIL ENGINEERS
NORWAY PLAINS ASSOCIATES
31 MOONEY STREET
ALTON NH 03809
CONTACT: STEVE OLES LLS
(603) 875-3948
SOLES@NORWAYPLAINS.COM

ARCHITECT
DMAC ARCHITECTURE
1229 EMERSON ST
EVANSTON, IL 60201
CONTACT: DWAYNE MACEWEN
(847) 905-0944
info@dmacarch.com



SITE OF WORK
5 MILTON RD
ROCHESTER, NH 03867

NOTE:
ALL SPOT ELEVATIONS (EG., FOR LEVELS, TIRAPAPET DIMENSIONS, TISLAB HEIGHTS AND B CEILING HEIGHTS) IN THIS DRAWING SET ARE TAKEN FROM T/ STRUCTURAL SLAB AT THEIR RESPECTIVE LEVELS, UNO.

REVISION DRAWING LOG

#	Revision	Date
1	PLANNING DEPARTMENT REVIEW	4/25/23

ISSUE DRAWING LOG

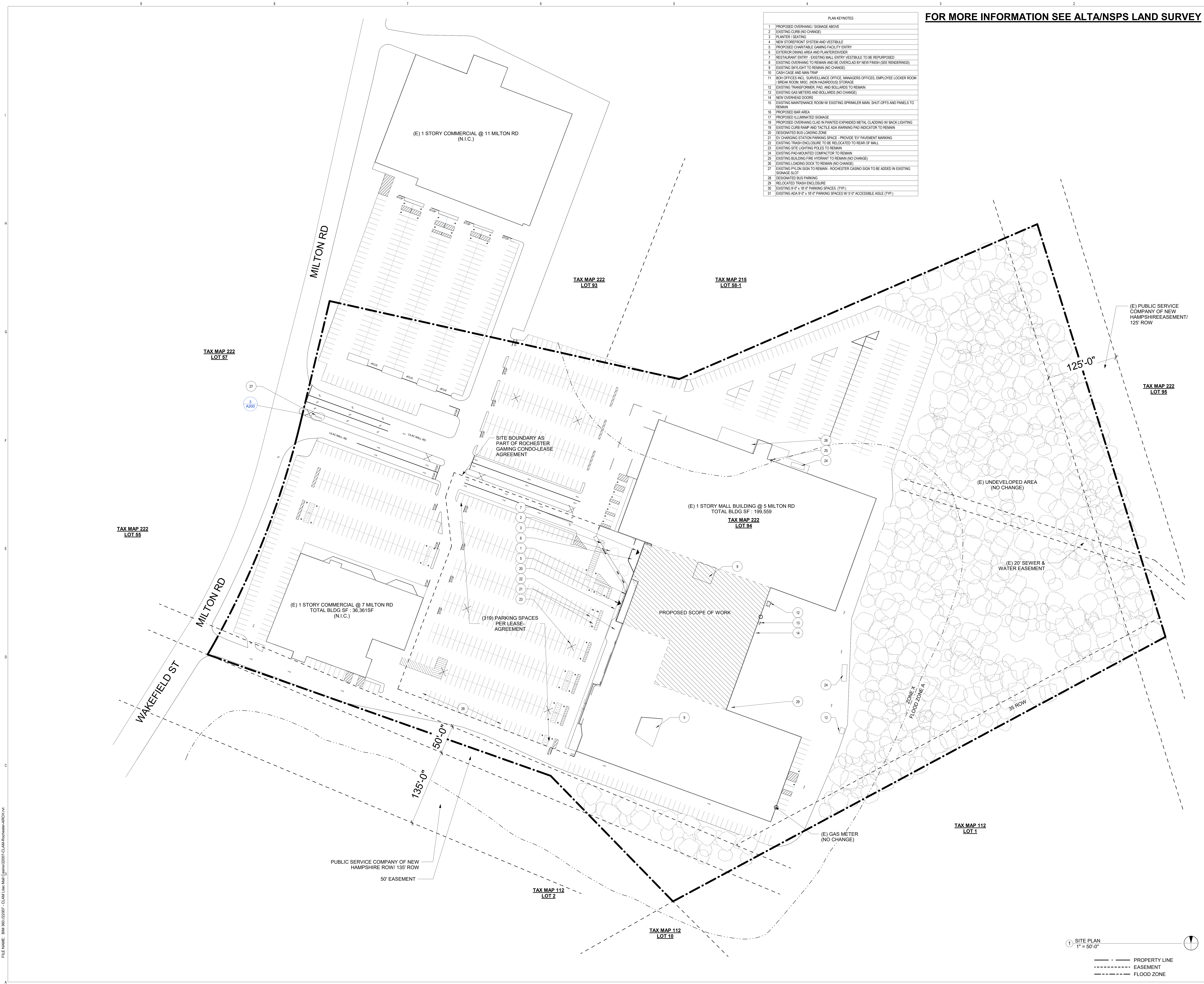
#	Issue	Date
1	PLANNING DEPARTMENT REV.	4/25/23

C	DMAC Architecture P.C.
Sheet Issue Date	03/01/2022
Job Number	22007
Scale	As indicated
Drawn	DJSL
Checked	DJDM
Approved	-
Title	

TITLE SHEET

Sheet

G000



PLAN KEYNOTES	
1	PROPOSED OVERHANG / SIGNAGE ABOVE
2	EXISTING CURB (NO CHANGE)
3	PLANTER / SEATING
4	NEW STOREFRONT SYSTEM AND VESTIBULE
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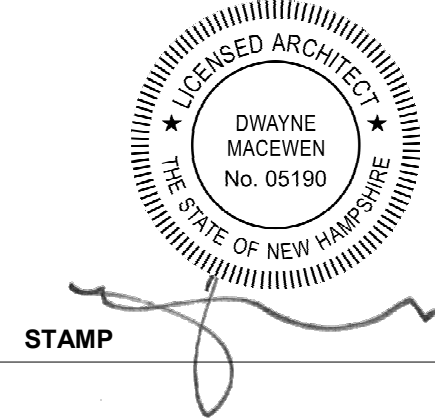
FOR MORE INFORMATION SEE ALTA/NSPS LAND SURVEY

APPROVAL BLOCK

ROCHESTER
CHARITABLE
GAMING VENUE

TAX MAP #222 - LOT #94 AT 5 MILTON RD
ROCHESTER, NH 03867

DMAC ARCHITECTURE
P: (847) 905 - 0944
1229 Emerson St.
Evanston, IL 60201
www.dmacarch.com



NOTE:
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C	DMAC Architecture P.C.
Sheet Issue Date	03/01/2022
Job Number	22007
Scale	1" = 50'-0"
Drawn	DJSL
Checked	DJDM
Approved	-
Title	

SITE PLAN

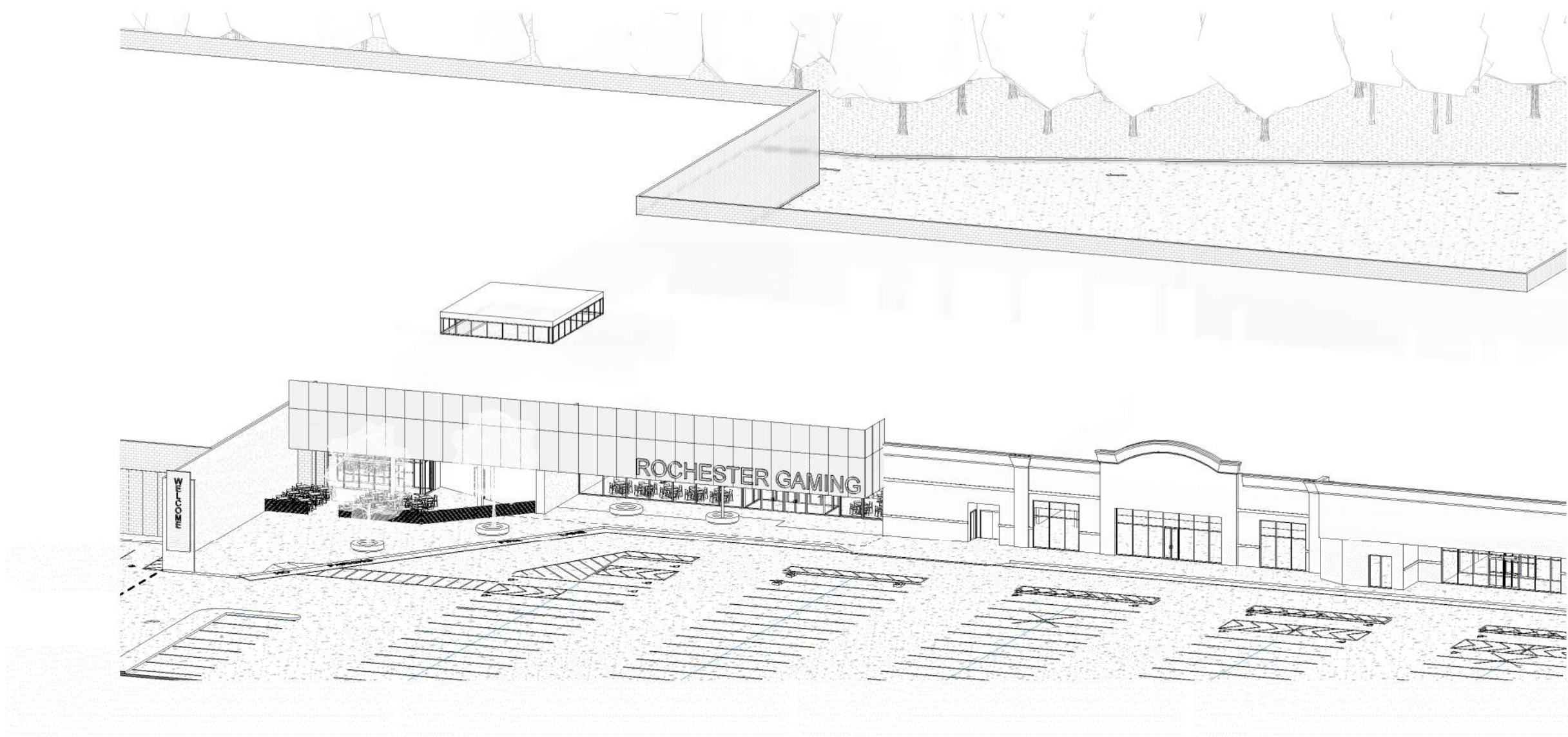
1 SITE PLAN
1" = 50'-0"

PROPERTY LINE
EASEMENT
FLOOD ZONE

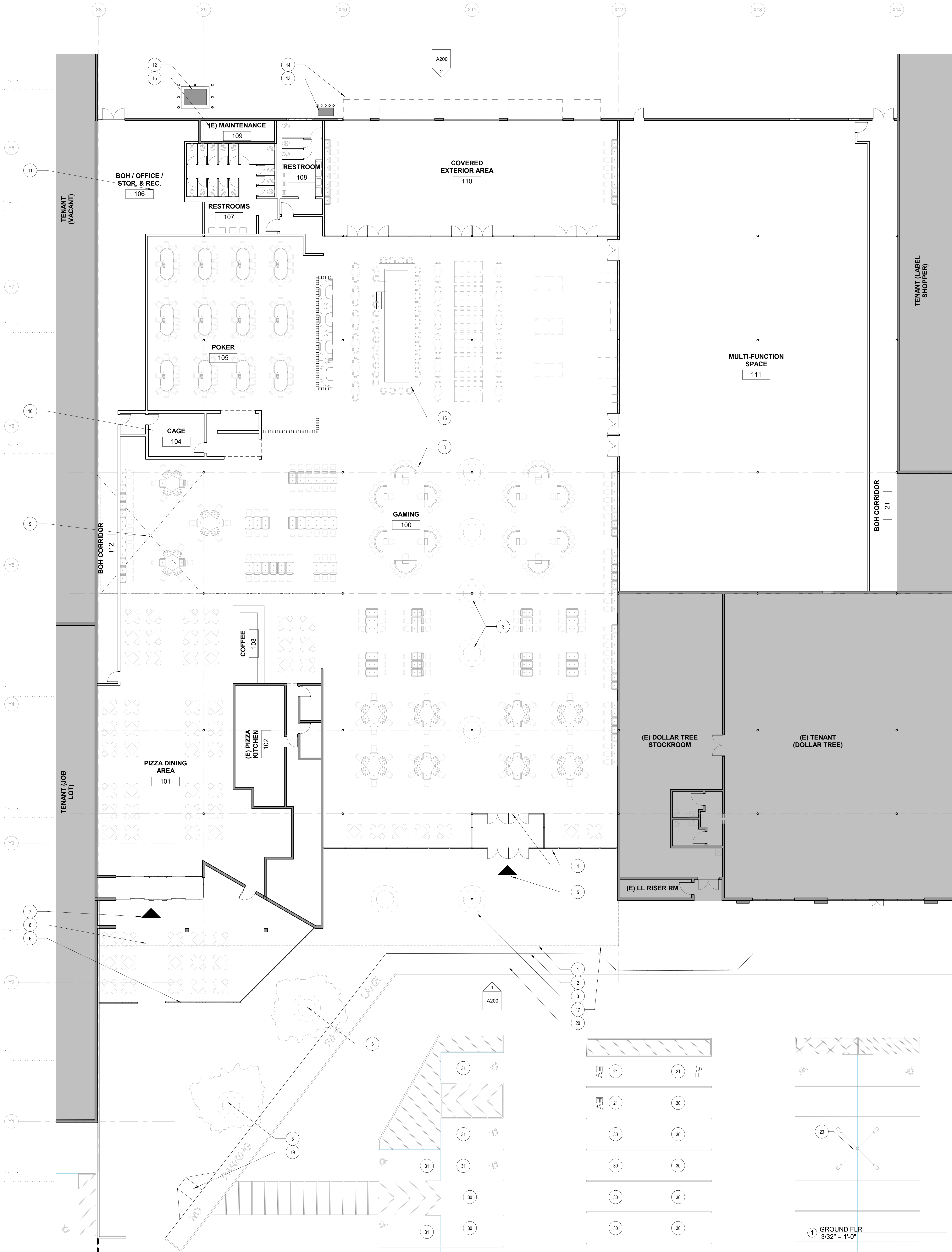
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2 3D ISO - PROPOSED CASINO

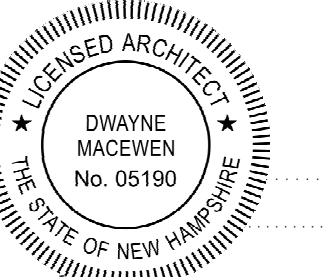


APPROVAL BLOCK

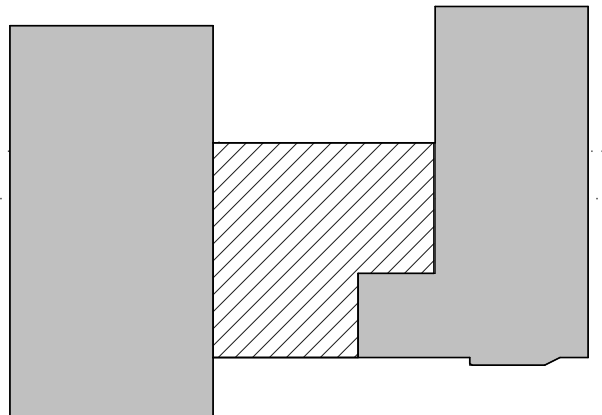
ROCHESTER CHARITABLE GAMING VENUE

TAX MAP #222 - LOT #94 AT 5 MILTON RD
ROCHESTER, NH 03867

DMAC ARCHITECTURE
P: (847) 905 - 0944
1229 Emerson St.
Evanston, IL 60201
www.dmacarch.com



STAMP



BASE BUILDING (NOT IN CONTRACT)

NOTE:
ALL SPOT ELEVATIONS (EG., FOR LEVELS, TYPARAPET DIMENSIONS, TYPARAPET HEIGHTS AND CEILING HEIGHTS) IN THIS DRAWING SET ARE TAKEN FROM T/ STRUCTURAL SLAB AT THEIR RESPECTIVE LEVELS, UNO.

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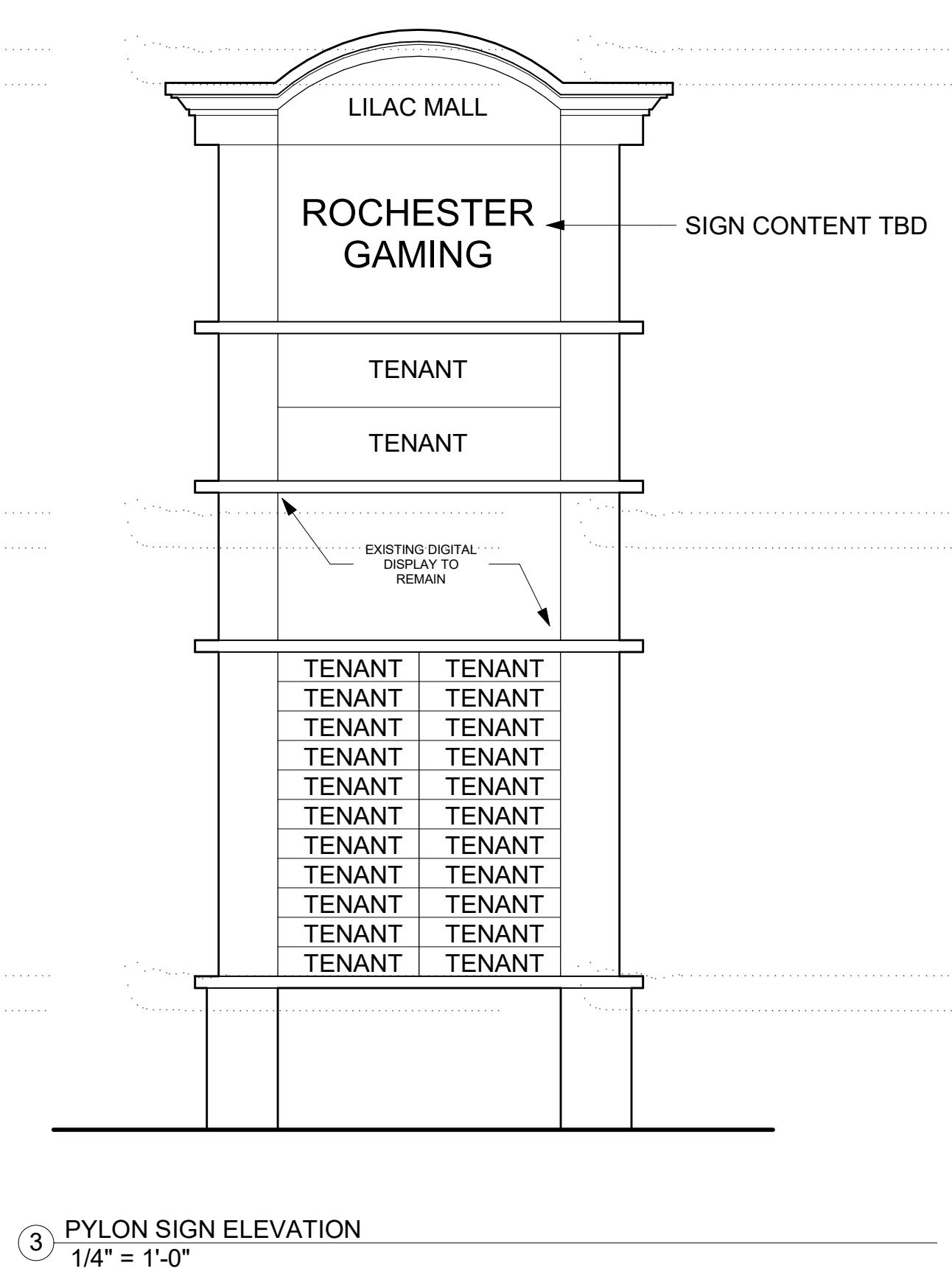
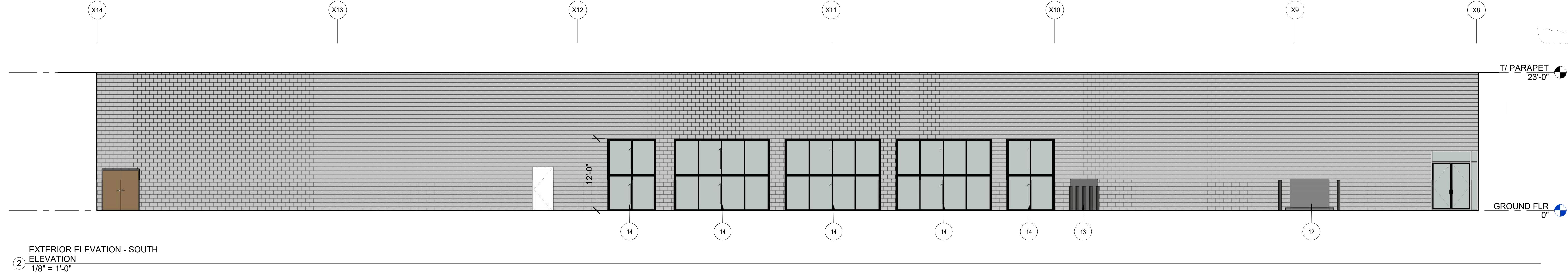
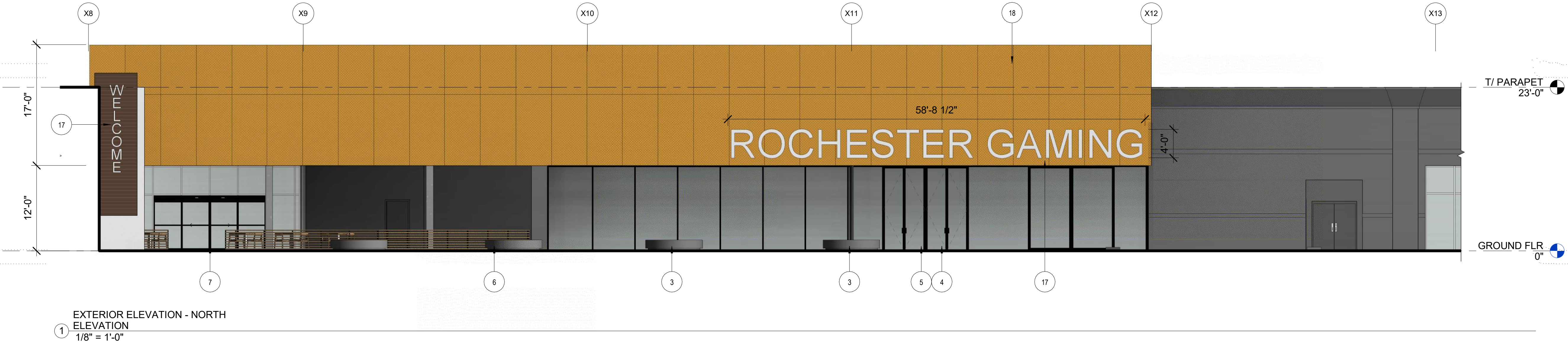
DMAC Architecture P.C.
Sheet Issue Date 03/01/2022
Job Number 22007
Scale As indicated
Drawn DJSL
Checked DJDM
Approved -

GROUND FLOOR PLAN

Sheet

A100

PLAN KEYNOTES	
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EXTERIOR VIEW - OVERHANG DETAIL



EXTERIOR VIEW - AT MALL LOT ENTRY

APPROVAL BLOCK

ROCHESTER CHARITABLE GAMING VENUE

TAX MAP #222 - LOT #94 AT 5 MILTON RD
ROCHESTER, NH 03607

DMAC ARCHITECTURE
P: (847) 905 - 0944
1229 Emerson St.
Evanston, IL 60201
www.dmacarch.com

STAMP

REGISTERED ARCHITECT
DWAYNE WACHOWSKI
No. 05190
STATE OF NEW HAMPSHIRE

NOTE:

ALL SPOT ELEVATIONS (EG., FOR LEVELS, T/ PARAPET DIMENSIONS, T/SLAB HEIGHTS AND R/ CEILING HEIGHTS) IN THIS DRAWING SET ARE TAKEN FROM T/ STRUCTURAL SLAB AT THEIR RESPECTIVE LEVELS, UNO.

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C	DMAC Architecture P.C.
Sheet Issue Date	03/01/2022
Job Number	22207
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Checked	DJDM
Approved	-
Title	

EXTERIOR ELEVATIONS

Sheet

A200

4/24/2023 1:53:18 AM

April 25, 2023

NEX-2300131.00

Mr. Greg Carlin
G2 Gaming, LLC
2325 North Cleveland Avenue
Chicago, IL 60614

SUBJECT: Proposed Gaming Facility
5 Milton Road (NH Route 125)
Rochester, New Hampshire

Dear Mr. Carlin:

Pursuant to your request, **Greenman-Pedersen, Inc.** (GPI) has prepared this letter to evaluate the expected trips associated with the proposed gaming facility to be located within the existing Lilac Mall at 5 Milton Road (NH Route 125) in Rochester, New Hampshire. As proposed, a presently vacant portion (46,651± square feet) of the Lilac Mall will be re-occupied by a gaming facility with approximately 230 gaming positions. As part of the development proposal, no new driveways on Milton Road are proposed. It is worth noting that a similar gaming application was put forth in 2021; that application was for re-occupation of approximately 40,000 square feet (sf) of vacant retail space, with any accompanying 400 gaming positions. The supporting Sebago Technics traffic memorandum is attached to this letter for reference. The following summarizes our findings.

Trip Generation

To estimate the volume of traffic to be generated by the proposed gaming facility development, trip-generation rates published by the ITE *Trip Generation Manual*¹ were researched. Land Use Code (LUC) 473 (Casino), based on both building area and anticipated number of gaming positions were reviewed. However, based on the wide range of resulting trip generation estimates, as well as prior experience with gaming facilities, GPI relied on empirical data collected at a similar site, Plainridge Park Casino, in October 2022. Accordingly, local trip generation rates based on the comparative ratios in square footage and gaming positions between the Plainridge Park Casino and the proposed gaming facility were established. This methodology results in trips that are expected to be 59-percent less than Plainridge Park based on square footage (46,651 sf / 114,340 sf) and 82-percent less than Plainridge Park based on gaming positions (230 / 1,250). GPI proposes utilizing average of the results produced from the comparative ratios based on both square footage and gaming positions.

The resulting trip characteristics are summarized in Table 1 and demonstrate that the proposed gaming facility is expected to generate 96 vehicle trips (41 entering and 55 exiting) during the typical weekday PM peak hour, 125 vehicle trips (61 entering and 64 exiting) during the Friday weekday PM peak hour, and 142 vehicle trips (76 entering and 66 exiting) during the Saturday peak hour of the generator. On a daily basis, the site is expected to generate 1,116 vehicles on a typical weekday, 1,826 vehicles on a typical Friday, and 1,719 vehicles on a Saturday. As proposed, no reduction has been taken for either pass-by traffic or trip linking; all trips were assumed to be new to the study area.

By way of comparison, the trip generation characteristics of the former retail mall site were developed by applying LUC 820 (Shopping Center) based on 45,661± square feet. These results demonstrate that the vacant mall space was expected to generate 217 vehicle trips (104 entering and 113 exiting) during the weekday PM peak hour, and 263 vehicles trips (126 entering and 137 exiting) during the Saturday midday

¹ *Trip Generation, 11th Edition*. Institute of Transportation Engineers; Washington, DC; 2021.

peak hour. On a daily basis, the vacant mall space was expected to generate 2,588 vehicle trips per day on a weekday and 3,280 vehicle trips per day on a Saturday. All trip generation calculations are attached.

Table 1
Trip-Generation Summary –
Proposed Gaming/Casino Facility

Peak Hour/Direction	Proposed Gaming Trips ^a	Former Mall Trips ^c	Increase over Mall ^d
Weekday Daily:	1,116 (1,826) ^b	2,588 (----)	-1,472 (-762)
Weekday PM Peak Hour Adjacent Street Traffic (4-6 PM):			
<i>Enter</i>	41 (61)	104 (---)	-63 (-43)
<i>Exit</i>	55 (64)	113 (---)	-58 (-49)
<i>Total</i>	96 (125)	217 (---)	-121 (-92)
Saturday Daily:	1,719	3,280	-1,561
Saturday Peak Hour of Generator:			
<i>Enter</i>	76	126	-50
<i>Exit</i>	66	137	-71
<i>Total</i>	142	263	-121

^a Average of Local Plainridge Park Casino rates on both a square footage (46,651 sf) and gaming position basis (230 gaming positions);

^b xxx (xxx) = Typical Weekday and (Friday).

^c Based ITE LUC 820 - Shopping Center (>150k)

^d Proposed Casino Trips minus Former Mall/As-of-right re-occupancy Trips.

The results in Table 1 demonstrate that during all peak hour and daily traffic conditions, the proposed gaming facility is expected to generate substantially less traffic than as-of-right re-occupation of the vacant mall space. By way of comparison with the former use, the proposed gaming development is expected to generate 121 *fewer* vehicle trips during the typical weekday PM peak hour, and 121 *fewer* vehicle trips during the Saturday midday peak hour. On a daily basis, the proposed development is expected to generate 1,472 *fewer* vehicle trips per day on a typical weekday and 1,561 *fewer* vehicle trips per day on a Saturday

Operational Considerations

Based on the expected trip generation characteristics of the proposed development when compared with the former mall space, peak hour traffic volumes are not expected to materially alter prevailing operational conditions at either the site driveway's signalized intersection with Milton Road or elsewhere along the corridor. Further, as overall trip generation estimates are expected to decrease when compared with the former use, it is anticipated that parking demand can be accommodated within the existing mall parking layout, and changes to the internal site circulation patterns within the Lilac Mall can adequately accommodate project related traffic. From a non-motorized perspective, pedestrian traffic for a gaming facility is expected to be similar to that of the rest of the commercial/retail uses on site.

Mr. Greg Carlin
April 25, 2023
Page 3

Should you have any questions, require additional information, or if I can be of any assistance during the review process, please feel free to contact at (603) 766-5229.

Sincerely,

GREENMAN-PEDERSEN, INC.

A handwritten signature in blue ink, appearing to read 'R. Bollinger', is positioned below the company name.

Robert E. Bollinger, P.E., PTOE
Traffic Engineering Department Head
116 S. River Road, Building B, Suite 1, Bedford, NH 03110

enclosure(s)

1. Previous Traffic Documentation – Sebago Traffic Memo (6/8/2021)
2. Plainridge Park Casino Traffic Data
3. Proposed Trip Generation

cc: M. Wagmeister, G2 Gaming
R. Bedrosian

Memorandum

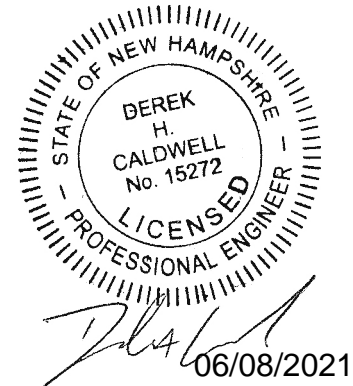
21515

To: Richard Bedrosian
New England Gaming, LLC

From: Derek Caldwell, P.E., PTOE
Sebago Technics, Inc

Date: June 8, 2021

Subject: Trip Generation Calculation
Lilac Mall Charitable Gaming Room
Rochester, New Hampshire



Introduction

We have completed a trip generation calculation for the proposed redevelopment of a portion of the Lilac Mall located at 21 Lilac Mall Road, adjacent to Route 125, in Rochester, New Hampshire. It is our understanding the project proposes to redevelop a currently vacant 40,000 square foot portion of the mall into a Charitable Gaming Room with 400 seats (gaming positions). The space most recently was the site of a former K-Mart store. The hours of operation are to be 11:00 AM to 1:00 AM, seven days a week.

No modifications are proposed to the remaining site including other portions of the mall, the associated parking areas or site access.

Trip Generation

Using the *10th Edition of Institute of Transportation Engineers (ITE) Trip Generation Manual* we have calculated the estimated vehicular trip generation for the former and proposed use of the space. Trip generation for the former use was calculated using Land Use Code (LUC) 820 – Shopping Center considering the independent variable of 1,000 square feet of gross floor area. Trip generation for the proposed use was calculated using LUC 473-Casino/Video Lottery Establishment considering the independent variable of Gaming Positions. This land use code provides data for only the PM Peak Hour of the Generator, which would be considered the critical hour for this type of facility given the proposed hours of operation.

Table 1 provides the trip generation calculation for the former and proposed uses and demonstrates the calculated increase in trip generation.

**Table 1 – Trip Generation
Lilac Mall Redevelopment**

	A	B	C	D	E
	Former Use LUC 820 – Shopping Center 40,000 SF		Proposed Use LUC 473– Casino/Video Lottery Establishment 400 Gaming Positions		
Time Period	Trip Generation Rate Per 1,000 SF	Former Total Trips	Trip Generation Rate Per Gaming Position	Proposed Total Trips	Trip Increase (D-B)
PM Peak Hour of Generator	4.21	168	0.40	160	-8

As shown above, the proposed facility is calculated to result a decrease of 8 trips during the PM Peak Hour of the Generator compared to the former use of the space.

Conclusion

The proposed redevelopment of a currently vacant 40,000 SF portion of the Lilac Mall into a Charitable Gaming Room is calculated to result in a decrease of 8 trips during the PM Peak Hour of the Generator compared to the former use. Therefore, this development would not be expected to have an adverse impact on the surrounding area roadways.

Plainridge Park Casino
 Total Trips - Daily/15-min intervals
 Wednesday, 10/19/2022
 Friday, 10/21/2022
 Saturday, 10/22/2022

Leg	n/a		n/a		
Direction	Westbound (Out)		Eastbound (In)		
Start Time	Direction	App Total	Direction	App Total	Int Total
2022-10-19 00:00:00	6	6	5	5	11
2022-10-19 00:15:00	7	7	6	6	13
2022-10-19 00:30:00	12	12	2	2	14
2022-10-19 00:45:00	10	10	1	1	11
2022-10-19 01:00:00	9	9	3	3	12
2022-10-19 01:15:00	5	5	4	4	9
2022-10-19 01:30:00	3	3	2	2	5
2022-10-19 01:45:00	5	5	2	2	7
2022-10-19 02:00:00	7	7	0	0	7
2022-10-19 02:15:00	4	4	3	3	7
2022-10-19 02:30:00	3	3	3	3	6
2022-10-19 02:45:00	3	3	2	2	5
2022-10-19 03:00:00	3	3	1	1	4
2022-10-19 03:15:00	0	0	6	6	6
2022-10-19 03:30:00	7	7	2	2	9
2022-10-19 03:45:00	4	4	3	3	7
2022-10-19 04:00:00	3	3	0	0	3
2022-10-19 04:15:00	1	1	3	3	4
2022-10-19 04:30:00	2	2	1	1	3
2022-10-19 04:45:00	3	3	3	3	6
2022-10-19 05:00:00	3	3	1	1	4
2022-10-19 05:15:00	5	5	5	5	10
2022-10-19 05:30:00	4	4	10	10	14
2022-10-19 05:45:00	9	9	15	15	24
2022-10-19 06:00:00	6	6	3	3	9
2022-10-19 06:15:00	4	4	2	2	6
2022-10-19 06:30:00	8	8	10	10	18
2022-10-19 06:45:00	2	2	7	7	9
2022-10-19 07:00:00	8	8	6	6	14
2022-10-19 07:15:00	2	2	9	9	11
2022-10-19 07:30:00	3	3	10	10	13
2022-10-19 07:45:00	2	2	11	11	13
2022-10-19 08:00:00	6	6	14	14	20
2022-10-19 08:15:00	5	5	8	8	13
2022-10-19 08:30:00	3	3	15	15	18
2022-10-19 08:45:00	7	7	15	15	22
2022-10-19 09:00:00	10	10	19	19	29
2022-10-19 09:15:00	3	3	25	25	28
2022-10-19 09:30:00	7	7	22	22	29
2022-10-19 09:45:00	8	8	36	36	44
2022-10-19 10:00:00	11	11	38	38	49
2022-10-19 10:15:00	15	15	39	39	54
2022-10-19 10:30:00	9	9	38	38	47
2022-10-19 10:45:00	19	19	42	42	61
2022-10-19 11:00:00	17	17	42	42	59
2022-10-19 11:15:00	32	32	34	34	66
2022-10-19 11:30:00	32	32	49	49	81
2022-10-19 11:45:00	24	24	59	59	83
2022-10-19 12:00:00	34	34	48	48	82
2022-10-19 12:15:00	30	30	47	47	77
2022-10-19 12:30:00	22	22	39	39	61

Plainridge Park Casino
 Total Trips - Daily/15-min intervals
 Wednesday, 10/19/2022
 Friday, 10/21/2022
 Saturday, 10/22/2022

2022-10-19 12:45:00	30	30	56	56	86
2022-10-19 13:00:00	35	35	33	33	68
2022-10-19 13:15:00	30	30	37	37	67
2022-10-19 13:30:00	44	44	41	41	85
2022-10-19 13:45:00	33	33	32	32	65
2022-10-19 14:00:00	33	33	31	31	64
2022-10-19 14:15:00	33	33	36	36	69
2022-10-19 14:30:00	43	43	36	36	79
2022-10-19 14:45:00	40	40	43	43	83
2022-10-19 15:00:00	33	33	48	48	81
2022-10-19 15:15:00	50	50	42	42	92
2022-10-19 15:30:00	62	62	39	39	101
2022-10-19 15:45:00	44	44	40	40	84
2022-10-19 16:00:00	52	52	39	39	91
2022-10-19 16:15:00	49	49	35	35	84
2022-10-19 16:30:00	43	43	35	35	78
2022-10-19 16:45:00	42	42	30	30	72
2022-10-19 17:00:00	45	45	36	36	81
2022-10-19 17:15:00	46	46	29	29	75
2022-10-19 17:30:00	39	39	26	26	65
2022-10-19 17:45:00	43	43	31	31	74
2022-10-19 18:00:00	40	40	31	31	71
2022-10-19 18:15:00	46	46	26	26	72
2022-10-19 18:30:00	24	24	32	32	56
2022-10-19 18:45:00	30	30	18	18	48
2022-10-19 19:00:00	31	31	23	23	54
2022-10-19 19:15:00	33	33	16	16	49
2022-10-19 19:30:00	30	30	17	17	47
2022-10-19 19:45:00	28	28	14	14	42
2022-10-19 20:00:00	19	19	21	21	40
2022-10-19 20:15:00	30	30	12	12	42
2022-10-19 20:30:00	22	22	10	10	32
2022-10-19 20:45:00	23	23	11	11	34
2022-10-19 21:00:00	20	20	13	13	33
2022-10-19 21:15:00	19	19	11	11	30
2022-10-19 21:30:00	16	16	16	16	32
2022-10-19 21:45:00	22	22	20	20	42
2022-10-19 22:00:00	29	29	15	15	44
2022-10-19 22:15:00	20	20	5	5	25
2022-10-19 22:30:00	19	19	8	8	27
2022-10-19 22:45:00	14	14	8	8	22
2022-10-19 23:00:00	16	16	6	6	22
2022-10-19 23:15:00	15	15	8	8	23
2022-10-19 23:30:00	13	13	4	4	17
2022-10-19 23:45:00	11	11	8	8	19
Daily Total	1886	1886	1898	1898	3784

Wed., 10/19/22
4-6 PM Summary

4:00 - 5:00	325
4:15 - 5:15	315
4:30 - 5:30	306
4:45 - 5:45	293
5:00 - 6:00	295

Leg	n/a		n/a		
Direction	Westbound (Out)		Eastbound (In)		
Start Time	Direction	App Total	Direction	App Total	Int Total
2022-10-21 00:00:00	13	13	2	2	15
2022-10-21 00:15:00	11	11	6	6	17
2022-10-21 00:30:00	11	11	1	1	12
2022-10-21 00:45:00	11	11	2	2	13

Plainridge Park Casino
Total Trips - Daily/15-min intervals
Wednesday, 10/19/2022
Friday, 10/21/2022
Saturday, 10/22/2022

2022-10-21 01:00:00	12	12	1	1	13
2022-10-21 01:15:00	10	10	2	2	12
2022-10-21 01:30:00	7	7	1	1	8
2022-10-21 01:45:00	4	4	0	0	4
2022-10-21 02:00:00	4	4	0	0	4
2022-10-21 02:15:00	5	5	3	3	8
2022-10-21 02:30:00	7	7	3	3	10
2022-10-21 02:45:00	5	5	1	1	6
2022-10-21 03:00:00	5	5	1	1	6
2022-10-21 03:15:00	2	2	0	0	2
2022-10-21 03:30:00	3	3	4	4	7
2022-10-21 03:45:00	2	2	3	3	5
2022-10-21 04:00:00	2	2	1	1	3
2022-10-21 04:15:00	2	2	5	5	7
2022-10-21 04:30:00	3	3	5	5	8
2022-10-21 04:45:00	2	2	1	1	3
2022-10-21 05:00:00	0	0	7	7	7
2022-10-21 05:15:00	4	4	9	9	13
2022-10-21 05:30:00	4	4	5	5	9
2022-10-21 05:45:00	3	3	11	11	14
2022-10-21 06:00:00	9	9	10	10	19
2022-10-21 06:15:00	9	9	11	11	20
2022-10-21 06:30:00	10	10	14	14	24
2022-10-21 06:45:00	13	13	9	9	22
2022-10-21 07:00:00	14	14	15	15	29
2022-10-21 07:15:00	7	7	23	23	30
2022-10-21 07:30:00	5	5	16	16	21
2022-10-21 07:45:00	6	6	22	22	28
2022-10-21 08:00:00	9	9	18	18	27
2022-10-21 08:15:00	18	18	30	30	48
2022-10-21 08:30:00	14	14	31	31	45
2022-10-21 08:45:00	19	19	35	35	54
2022-10-21 09:00:00	15	15	38	38	53
2022-10-21 09:15:00	10	10	35	35	45
2022-10-21 09:30:00	15	15	32	32	47
2022-10-21 09:45:00	16	16	45	45	61
2022-10-21 10:00:00	28	28	47	47	75
2022-10-21 10:15:00	22	22	46	46	68
2022-10-21 10:30:00	15	15	44	44	59
2022-10-21 10:45:00	33	33	64	64	97
2022-10-21 11:00:00	32	32	51	51	83
2022-10-21 11:15:00	35	35	52	52	87
2022-10-21 11:30:00	26	26	65	65	91
2022-10-21 11:45:00	28	28	74	74	102
2022-10-21 12:00:00	37	37	57	57	94
2022-10-21 12:15:00	45	45	78	78	123
2022-10-21 12:30:00	39	39	73	73	112
2022-10-21 12:45:00	61	61	69	69	130
2022-10-21 13:00:00	49	49	56	56	105
2022-10-21 13:15:00	42	42	60	60	102
2022-10-21 13:30:00	61	61	77	77	138
2022-10-21 13:45:00	56	56	74	74	130
2022-10-21 14:00:00	58	58	64	64	122
2022-10-21 14:15:00	62	62	57	57	119

Plainridge Park Casino
 Total Trips - Daily/15-min intervals
 Wednesday, 10/19/2022
 Friday, 10/21/2022
 Saturday, 10/22/2022

2022-10-21 14:30:00	65	65	56	56	121
2022-10-21 14:45:00	61	61	60	60	121
2022-10-21 15:00:00	59	59	57	57	116
2022-10-21 15:15:00	56	56	55	55	111
2022-10-21 15:30:00	76	76	50	50	126
2022-10-21 15:45:00	63	63	47	47	110
2022-10-21 16:00:00	64	64	54	54	118
2022-10-21 16:15:00	48	48	42	42	90
2022-10-21 16:30:00	43	43	46	46	89
2022-10-21 16:45:00	55	55	55	55	110
2022-10-21 17:00:00	54	54	48	48	102
2022-10-21 17:15:00	60	60	41	41	101
2022-10-21 17:30:00	44	44	49	49	93
2022-10-21 17:45:00	59	59	69	69	128
2022-10-21 18:00:00	54	54	56	56	110
2022-10-21 18:15:00	52	52	60	60	112
2022-10-21 18:30:00	38	38	70	70	108
2022-10-21 18:45:00	34	34	56	56	90
2022-10-21 19:00:00	54	54	62	62	116
2022-10-21 19:15:00	57	57	52	52	109
2022-10-21 19:30:00	35	35	52	52	87
2022-10-21 19:45:00	49	49	55	55	104
2022-10-21 20:00:00	45	45	46	46	91
2022-10-21 20:15:00	54	54	52	52	106
2022-10-21 20:30:00	56	56	39	39	95
2022-10-21 20:45:00	51	51	30	30	81
2022-10-21 21:00:00	54	54	23	23	77
2022-10-21 21:15:00	38	38	29	29	67
2022-10-21 21:30:00	64	64	20	20	84
2022-10-21 21:45:00	45	45	29	29	74
2022-10-21 22:00:00	48	48	34	34	82
2022-10-21 22:15:00	72	72	24	24	96
2022-10-21 22:30:00	49	49	16	16	65
2022-10-21 22:45:00	46	46	24	24	70
2022-10-21 23:00:00	43	43	15	15	58
2022-10-21 23:15:00	35	35	23	23	58
2022-10-21 23:30:00	26	26	16	16	42
2022-10-21 23:45:00	41	41	15	15	56
Daily Total	2997	2997	3193	3193	6190

Fri., 10/21/22
4-6 PM Summary

4:00 - 5:00	407
4:15 - 5:15	391
4:30 - 5:30	402
4:45 - 5:45	406
5:00 - 6:00	424

Leg	n/a		n/a		
Direction	Westbound (Out)		Eastbound (In)		
Start Time	Direction	App Total	Direction	App Total	Int Total
2022-10-22 00:00:00	40	40	6	6	46
2022-10-22 00:15:00	38	38	4	4	42
2022-10-22 00:30:00	37	37	2	2	39
2022-10-22 00:45:00	28	28	5	5	33
2022-10-22 01:00:00	35	35	3	3	38
2022-10-22 01:15:00	18	18	6	6	24
2022-10-22 01:30:00	24	24	5	5	29
2022-10-22 01:45:00	21	21	4	4	25
2022-10-22 02:00:00	15	15	0	0	15
2022-10-22 02:15:00	12	12	5	5	17
2022-10-22 02:30:00	8	8	3	3	11

Plainridge Park Casino
Total Trips - Daily/15-min intervals
Wednesday, 10/19/2022
Friday, 10/21/2022
Saturday, 10/22/2022

2022-10-22 02:45:00	11	11	4	4	15		
2022-10-22 03:00:00	8	8	0	0	8		
2022-10-22 03:15:00	9	9	3	3	12		
2022-10-22 03:30:00	7	7	7	7	14		
2022-10-22 03:45:00	9	9	4	4	13		
2022-10-22 04:00:00	9	9	4	4	13		
2022-10-22 04:15:00	7	7	2	2	9		
2022-10-22 04:30:00	7	7	1	1	8		
2022-10-22 04:45:00	8	8	2	2	10		
2022-10-22 05:00:00	3	3	0	0	3		
2022-10-22 05:15:00	3	3	8	8	11		
2022-10-22 05:30:00	3	3	6	6	9		
2022-10-22 05:45:00	7	7	13	13	20		
2022-10-22 06:00:00	6	6	8	8	14		
2022-10-22 06:15:00	10	10	6	6	16		
2022-10-22 06:30:00	5	5	8	8	13		
2022-10-22 06:45:00	4	4	16	16	20		
2022-10-22 07:00:00	12	12	10	10	22		
2022-10-22 07:15:00	7	7	11	11	18		
2022-10-22 07:30:00	5	5	13	13	18		
2022-10-22 07:45:00	8	8	10	10	18		
2022-10-22 08:00:00	5	5	16	16	21		
2022-10-22 08:15:00	8	8	17	17	25		
2022-10-22 08:30:00	12	12	21	21	33		
2022-10-22 08:45:00	18	18	16	16	34		
2022-10-22 09:00:00	8	8	26	26	34		
2022-10-22 09:15:00	14	14	20	20	34		
2022-10-22 09:30:00	8	8	28	28	36		
2022-10-22 09:45:00	15	15	26	26	41	Sat., 10/22/22 Peak Hr. of Generator	
2022-10-22 10:00:00	13	13	42	42	55		
2022-10-22 10:15:00	17	17	38	38	55		
2022-10-22 10:30:00	15	15	42	42	57	10:00 - 11:00	235
2022-10-22 10:45:00	23	23	45	45	68	10:15 - 11:15	251
2022-10-22 11:00:00	27	27	44	44	71	10:30 - 11:30	262
2022-10-22 11:15:00	22	22	44	44	66	10:45 - 11:45	289
2022-10-22 11:30:00	29	29	55	55	84	11:00 - 12:00	311
2022-10-22 11:45:00	33	33	57	57	90	11:15 - 12:15	327
2022-10-22 12:00:00	31	31	56	56	87	11:30 - 12:30	351
2022-10-22 12:15:00	23	23	67	67	90	11:45 - 12:45	359
2022-10-22 12:30:00	29	29	63	63	92	12:00 - 12:30	358
2022-10-22 12:45:00	24	24	65	65	89	12:15 - 12:45	360
2022-10-22 13:00:00	34	34	55	55	89	12:30 - 12:45	359
2022-10-22 13:15:00	38	38	51	51	89	12:45 - 1:45	337
2022-10-22 13:30:00	34	34	36	36	70	1:00 - 2:00	351
2022-10-22 13:45:00	35	35	68	68	103	1:15 - 2:15	370
2022-10-22 14:00:00	54	54	54	54	108	1:30 - 2:30	370
2022-10-22 14:15:00	53	53	36	36	89	1:45 - 2:45	401
2022-10-22 14:30:00	43	43	58	58	101	2:00 - 3:00	401
2022-10-22 14:45:00	51	51	52	52	103	2:15 - 3:15	402
2022-10-22 15:00:00	49	49	60	60	109	2:30 - 3:30	395
2022-10-22 15:15:00	36	36	46	46	82	2:45 - 3:45	418
2022-10-22 15:30:00	70	70	54	54	124	3:00 - 4:00	429
2022-10-22 15:45:00	54	54	60	60	114	3:15 - 4:15	438
2022-10-22 16:00:00	63	63	55	55	118	3:30 - 4:30	461

Plainridge Park Casino
 Total Trips - Daily/15-min intervals
 Wednesday, 10/19/2022
 Friday, 10/21/2022
 Saturday, 10/22/2022

2022-10-22 16:15:00	40	40	65	65	105	3:45 - 4:45	477
2022-10-22 16:30:00	73	73	67	67	140	4:00 - 5:00	482
2022-10-22 16:45:00	48	48	71	71	119	4:15 - 5:15	479
2022-10-22 17:00:00	59	59	56	56	115	4:30 - 5:30	477
2022-10-22 17:15:00	55	55	48	48	103	4:45 - 5:45	449
2022-10-22 17:30:00	47	47	65	65	112	5:00 - 6:00	449
2022-10-22 17:45:00	58	58	61	61	119	5:15 - 6:15	456
2022-10-22 18:00:00	65	65	57	57	122	5:30 - 6:30	438
2022-10-22 18:15:00	47	47	38	38	85	5:45 - 6:45	431
2022-10-22 18:30:00	46	46	59	59	105	6:00 - 7:00	420
2022-10-22 18:45:00	42	42	66	66	108	6:15 - 7:15	376
2022-10-22 19:00:00	37	37	41	41	78	6:30 - 7:30	407
2022-10-22 19:15:00	69	69	47	47	116	6:45 - 7:45	385
2022-10-22 19:30:00	35	35	48	48	83	7:00 - 8:00	350
2022-10-22 19:45:00	30	30	43	43	73	7:15 - 8:15	355
2022-10-22 20:00:00	46	46	37	37	83	7:30 - 8:30	309
2022-10-22 20:15:00	41	41	29	29	70	7:45 - 8:45	332
2022-10-22 20:30:00	62	62	44	44	106	8:00 - 9:00	326
2022-10-22 20:45:00	40	40	27	27	67	8:15 - 9:15	340
2022-10-22 21:00:00	66	66	31	31	97	8:30 - 9:30	359
2022-10-22 21:15:00	63	63	26	26	89	8:45 - 9:00	349
2022-10-22 21:30:00	56	56	40	40	96	9:00 - 10:00	367
2022-10-22 21:45:00	60	60	25	25	85	9:15 - 10:15	345
2022-10-22 22:00:00	54	54	21	21	75	9:30 - 10:30	341
2022-10-22 22:15:00	62	62	23	23	85	9:45 - 10:45	312
2022-10-22 22:30:00	41	41	26	26	67	10:00 - 11:00	279
2022-10-22 22:45:00	40	40	12	12	52		
2022-10-22 23:00:00	48	48	9	9	57		
2022-10-22 23:15:00	48	48	11	11	59		
2022-10-22 23:30:00	47	47	10	10	57		
2022-10-22 23:45:00	30	30	6	6	36		
Daily Total	2967	2967	2861	2861	5828		

Plainridge Park Casino
Total Trips - Daily/60-min intervals
Wednesday, 10/19/2022
Friday, 10/21/2022
Saturday, 10/22/2022

Leg	n/a		n/a		
Direction	Westbound (Out)		Eastbound (In)		
Start Time	Direction	App Total	Direction	App Total	Int Total
2022-10-19 00:00:00	35	35	14	14	49
2022-10-19 01:00:00	22	22	11	11	33
2022-10-19 02:00:00	17	17	8	8	25
2022-10-19 03:00:00	14	14	12	12	26
2022-10-19 04:00:00	9	9	7	7	16
2022-10-19 05:00:00	21	21	31	31	52
2022-10-19 06:00:00	20	20	22	22	42
2022-10-19 07:00:00	15	15	36	36	51
2022-10-19 08:00:00	21	21	52	52	73
2022-10-19 09:00:00	28	28	102	102	130
2022-10-19 10:00:00	54	54	157	157	211
2022-10-19 11:00:00	105	105	184	184	289
2022-10-19 12:00:00	116	116	190	190	306
2022-10-19 13:00:00	142	142	143	143	285
2022-10-19 14:00:00	149	149	146	146	295
2022-10-19 15:00:00	189	189	169	169	358
2022-10-19 16:00:00	186	186	139	139	325
2022-10-19 17:00:00	173	173	122	122	295
2022-10-19 18:00:00	140	140	107	107	247
2022-10-19 19:00:00	122	122	70	70	192
2022-10-19 20:00:00	94	94	54	54	148
2022-10-19 21:00:00	77	77	60	60	137
2022-10-19 22:00:00	82	82	36	36	118
2022-10-19 23:00:00	55	55	26	26	81
Daily Total	1886	1886	1898	1898	3784

Plainridge Park Casino
Total Trips - Daily/60-min intervals
Wednesday, 10/19/2022
Friday, 10/21/2022
Saturday, 10/22/2022

Leg	n/a		n/a		
Direction	Westbound (Out)		Eastbound (In)		
Start Time	Direction	App Total	Direction	App Total	Int Total
2022-10-21 00:00:00	46	46	11	11	57
2022-10-21 01:00:00	33	33	4	4	37
2022-10-21 02:00:00	21	21	7	7	28
2022-10-21 03:00:00	12	12	8	8	20
2022-10-21 04:00:00	9	9	12	12	21
2022-10-21 05:00:00	11	11	32	32	43
2022-10-21 06:00:00	41	41	44	44	85
2022-10-21 07:00:00	32	32	76	76	108
2022-10-21 08:00:00	60	60	114	114	174
2022-10-21 09:00:00	56	56	150	150	206
2022-10-21 10:00:00	98	98	201	201	299
2022-10-21 11:00:00	121	121	242	242	363
2022-10-21 12:00:00	182	182	277	277	459
2022-10-21 13:00:00	208	208	267	267	475
2022-10-21 14:00:00	246	246	237	237	483
2022-10-21 15:00:00	254	254	209	209	463
2022-10-21 16:00:00	210	210	197	197	407
2022-10-21 17:00:00	217	217	207	207	424
2022-10-21 18:00:00	178	178	242	242	420
2022-10-21 19:00:00	195	195	221	221	416
2022-10-21 20:00:00	206	206	167	167	373
2022-10-21 21:00:00	201	201	101	101	302
2022-10-21 22:00:00	215	215	98	98	313
2022-10-21 23:00:00	145	145	69	69	214
Daily Total	2997	2997	3193	3193	6190

Plainridge Park Casino
Total Trips - Daily/60-min intervals
Wednesday, 10/19/2022
Friday, 10/21/2022
Saturday, 10/22/2022

Leg	n/a		n/a		
Direction	Westbound (Out)		Eastbound (In)		
Start Time	Direction	App Total	Direction	App Total	Int Total
2022-10-22 00:00:00	143	143	17	17	160
2022-10-22 01:00:00	98	98	18	18	116
2022-10-22 02:00:00	46	46	12	12	58
2022-10-22 03:00:00	33	33	14	14	47
2022-10-22 04:00:00	31	31	9	9	40
2022-10-22 05:00:00	16	16	27	27	43
2022-10-22 06:00:00	25	25	38	38	63
2022-10-22 07:00:00	32	32	44	44	76
2022-10-22 08:00:00	43	43	70	70	113
2022-10-22 09:00:00	45	45	100	100	145
2022-10-22 10:00:00	68	68	167	167	235
2022-10-22 11:00:00	111	111	200	200	311
2022-10-22 12:00:00	107	107	251	251	358
2022-10-22 13:00:00	141	141	210	210	351
2022-10-22 14:00:00	201	201	200	200	401
2022-10-22 15:00:00	209	209	220	220	429
2022-10-22 16:00:00	224	224	258	258	482
2022-10-22 17:00:00	219	219	230	230	449
2022-10-22 18:00:00	200	200	220	220	420
2022-10-22 19:00:00	171	171	179	179	350
2022-10-22 20:00:00	189	189	137	137	326
2022-10-22 21:00:00	245	245	122	122	367
2022-10-22 22:00:00	197	197	82	82	279
2022-10-22 23:00:00	173	173	36	36	209
Daily Total	2967	2967	2861	2861	5828

Institute of Transportation Engineers (ITE)

Land Use Code (LUC) 473 - Casino

General Urban/Suburban

Average Vehicle Trips Ends vs: Gaming Positions

Independent Variable (X): 1250

AVERAGE WEEKDAY DAILY

$$T = 8.01 * (X)$$

$$T = 8.01 * 1250$$

$$T = 10012.50$$

$$T = 10,012 \text{ vehicle trips}$$
$$\text{with } 50\% (5,006 \text{ vpd}) \text{ entering and } 50\% (5,006 \text{ vpd}) \text{ exiting.}$$

WEEKDAY MORNING PEAK HOUR OF GENERATOR

$$\ln T = 0.61 \ln (X) + 2.02$$

$$\ln T = 0.61 \ln (1250) + 2.02$$

$$\ln T = 6.37$$

$$T = 583.97$$

$$T = 584 \text{ vehicle trips}$$
$$\text{with } 57\% (333 \text{ vpd}) \text{ entering and } 43\% (251 \text{ vpd}) \text{ exiting.}$$

WEEKDAY EVENING PEAK HOUR OF ADJACENT STREET TRAFFIC

$$T = 0.40 * (X) + 101.04$$

$$T = 0.4 * 1250 + 101.04$$

$$T = 601.04$$

$$T = 601 \text{ vehicle trips}$$
$$\text{with } 51\% (307 \text{ vph}) \text{ entering and } 49\% (294 \text{ vph}) \text{ exiting.}$$

SATURDAY DAILY

$$T = 10.55 * (X)$$

$$T = 10.55 * 1250$$

$$T = 13187.50$$

$$T = 13,188 \text{ vehicle trips}$$
$$\text{with } 50\% (6,594 \text{ vpd}) \text{ entering and } 50\% (6,594 \text{ vpd}) \text{ exiting.}$$

SATURDAY PEAK HOUR OF GENERATOR

$$T = 0.62 * (X)$$

$$T = 0.62 * 1250$$

$$T = 775.00$$

$$T = 775 \text{ vehicle trips}$$
$$\text{with } 54\% (419 \text{ vph}) \text{ entering and } 46\% (356 \text{ vph}) \text{ exiting.}$$

Institute of Transportation Engineers (ITE)

Land Use Code (LUC) 473 - Casino

General Urban/Suburban

Average Vehicle Trips Ends vs: 1000 Sq. Ft. Gross Floor Area
Independent Variable (X): 114.34

AVERAGE WEEKDAY DAILY

$T = 388.18 * (X)$
 $T = 388.18 * 114$
 $T = 44384.50$
 $T = 44,384$ vehicle trips
with 50% (22,192 vpd) entering and 50% (22,192 vpd) exiting.

WEEKDAY MORNING PEAK HOUR OF GENERATOR

$T = 20.31 * (X)$
 $T = 20.31 * 114$
 $T = 2322.25$
 $T = 2,322$ vehicle trips
with 56% (1,300 vph) entering and 44% (1,022 vph) exiting.

WEEKDAY EVENING PEAK HOUR OF ADJACENT STREET TRAFFIC

$T = 22.82 (X) - 3.29$
 $T = 22.82 * 114 - 3.29$
 $T = 2605.95$
 $T = 2,606$ vehicle trips
with 52% (1,355 vph) entering and 48% (1,251 vph) exiting.

SATURDAY DAILY

$T = 506.21 * (X)$
 $T = 506.21 * 114$
 $T = 57880.05$
 $T = 57,880$ vehicle trips
with 50% (28,940 vpd) entering and 50% (28,940 vpd) exiting.

SATURDAY PEAK HOUR OF GENERATOR

$T = 30.98 * (X)$
 $T = 30.98 * 114$
 $T = 3542.25$
 $T = 3,542$ vehicle trips
with 54% (1,913 vph) entering and 46% (1,629 vph) exiting.

Proposed Site Trip Generation Comparison

		ITE LUC 473 (SF)		ITE LUC 473 (GP)		Based on Local SF Rate*		Based on Local GP Rate*		Avg. of Local SF & Local GP		Former Retail Space		Proposed Increase over Former Use	
		(Not Used)		(Not Used)						GP				Former Use	
		Typical Day	Friday	Typical Day	Friday	Typical Day	Friday	Typical Day	Friday	Typical Day	Friday	Typical Day	Friday	Typical Day	Friday
Weekday Daily	In	9,054	--	921	--	778	1,309	342	575	560	942	1,294	--	-734	-352
	Out	9,054	--	921	--	773	1,229	339	539	556	884	1,294	--	-738	-410
	Total	18,108	--	1,842	--	1,551	2,538	681	1,114	1,116	1,826	2,588	--	-1,472	-762
Weekday PM	In	552	--	98	--	57	85	25	37	41	61	104	--	-63	-43
	Out	509	--	95	--	76	89	33	39	55	64	113	--	-58	-49
	Total	1,061	--	193	--	133	174	58	76	96	125	217	--	-121	-92
Saturday Daily	In	11,808	--	1,213	--	1,173	--	515	--	844	--	1,640	--	-796	--
	Out	11,808	--	1,213	--	1,216	--	534	--	875	--	1,640	--	-765	--
	Total	23,616	--	2,426	--	2,389	--	1,049	--	1,719	--	3,280	--	-1,561	--
SAT Midday	In	780	--	77	--	106	--	46	--	76	--	126	--	-50	--
	Out	665	--	66	--	92	--	40	--	66	--	137	--	-71	--
	Total	1,445	--	143	--	198	--	86	--	142	--	263	--	-121	--

*Traffic Counts from October 2022.

Institute of Transportation Engineers (ITE)
Land Use Code (LUC) 473 - Casino

General Urban/Suburban

Average Vehicle Trips Ends vs: 1000 Sq. Ft. Gross Floor Area
Independent Variable (X): 46.651

AVERAGE WEEKDAY DAILY

$T = 388.18 * (X)$
 $T = 388.18 * 46.651$
 $T = 18108.99$
 $T = 18,108$ vehicle trips
with 50% (9,054 vpd) entering and 50% (9,054 vpd) exiting.

WEEKDAY MORNING PEAK HOUR OF GENERATOR

$T = 20.31 * (X)$
 $T = 20.31 * 46.651$
 $T = 947.48$
 $T = 947$ vehicle trips
with 56% (530 vph) entering and 44% (417 vph) exiting.

WEEKDAY EVENING PEAK HOUR OF ADJACENT STREET TRAFFIC

$T = 22.82 (X) - 3.29$
 $T = 22.82 * 46.651 - 3.29$
 $T = 1061.29$
 $T = 1,061$ vehicle trips
with 52% (552 vph) entering and 48% (509 vph) exiting.

SATURDAY DAILY

$T = 506.21 * (X)$
 $T = 506.21 * 46.651$
 $T = 23615.20$
 $T = 23,616$ vehicle trips
with 50% (11,808 vpd) entering and 50% (11,808 vpd) exiting.

SATURDAY PEAK HOUR OF GENERATOR

$T = 30.98 * (X)$
 $T = 30.98 * 46.651$
 $T = 1445.25$
 $T = 1,445$ vehicle trips
with 54% (780 vph) entering and 46% (665 vph) exiting.

Institute of Transportation Engineers (ITE)

Land Use Code (LUC) 473 - Casino

General Urban/Suburban

Average Vehicle Trips Ends vs: Gaming Positions
Independent Variable (X): 230

AVERAGE WEEKDAY DAILY

$$T = 8.01 * (X)$$

$$T = 8.01 * 230$$

$$T = 1842.30$$

$$T = 1,842 \text{ vehicle trips}$$

with 50% (921 vpd) entering and 50% (921 vpd) exiting.

WEEKDAY MORNING PEAK HOUR OF GENERATOR

$$\ln T = 0.61 \ln (X) + 2.02$$

$$\ln T = 0.61 \ln (230) + 2.02$$

$$\ln T = 5.34$$

$$T = 207.94$$

$$T = 208 \text{ vehicle trips}$$

with 57% (119 vpd) entering and 43% (89 vpd) exiting.

WEEKDAY EVENING PEAK HOUR OF ADJACENT STREET TRAFFIC

$$T = 0.40 * (X) + 101.04$$

$$T = 0.4 * 230 + 101.04$$

$$T = 193.04$$

$$T = 193 \text{ vehicle trips}$$

with 51% (98 vph) entering and 49% (95 vph) exiting.

SATURDAY DAILY

$$T = 10.55 * (X)$$

$$T = 10.55 * 230$$

$$T = 2426.50$$

$$T = 2,426 \text{ vehicle trips}$$

with 50% (1,213 vpd) entering and 50% (1,213 vpd) exiting.

SATURDAY PEAK HOUR OF GENERATOR

$$T = 0.62 * (X)$$

$$T = 0.62 * 230$$

$$T = 142.60$$

$$T = 143 \text{ vehicle trips}$$

with 54% (77 vph) entering and 46% (66 vph) exiting.

	SF	GPs
Plainridge*	114,340	1,250
Proposed Site	46,651	230
Ratio	0.41	0.18

		Existing Plainridge**		Proposed Site Based on Local SF Rate		Proposed Site Based on Local GP Rate		Avg. of Local SF & Local GP	
		Typical Day	Friday	Typical Day	Friday	Typical Day	Friday	Typical Day	Friday
Weekday Daily	In	1,898	3,193	778	1,309	342	575	560	942
	<u>Out</u>	<u>1,886</u>	<u>2,997</u>	<u>773</u>	<u>1,229</u>	<u>339</u>	<u>539</u>	<u>556</u>	<u>884</u>
	Total	3,784	6,190	1,551	2,538	681	1,114	1,116	1,826
Weekday PM	In	139	207	57	85	25	37	41	61
	<u>Out</u>	<u>186</u>	<u>217</u>	<u>76</u>	<u>89</u>	<u>33</u>	<u>39</u>	<u>55</u>	<u>64</u>
	Total	325	424	133	174	58	76	96	125
Saturday Daily	In	2,861	--	1,173	--	515	--	844	--
	<u>Out</u>	<u>2,967</u>	--	<u>1,216</u>	--	<u>534</u>	--	<u>875</u>	--
	Total	5,828	--	2,389	--	1,049	--	1,719	--
SAT Midday	In	258	--	106	--	46	--	76	--
	<u>Out</u>	<u>224</u>	--	<u>92</u>	--	<u>40</u>	--	<u>66</u>	--
	Total	482	--	198	--	86	--	142	--

*Does not include floor space devoted to live racing viewing, as data were collected on days with no live racing.

**Traffic Counts from October 2022.

Institute of Transportation Engineers (ITE)
Land Use Code (LUC) 820 - Shopping Center (>150k)
General Urban/Suburban

Computing trips for 46.65 ksf at a
rate of the total site 199.56 ksf

Average Vehicle Trips Ends vs: 1,000 Sq. Feet Gross Leasable Area

AVERAGE WEEKDAY DAILY

$T = 26.11 * (X) + 5863.73$
 $T = 26.11 * (199.56) + 5863.73$
 $T = 11074.24$
 $T = 11,074$
Rate = 55.49

$T = 55.49 * (X)$
 $T = 55.49 * 46.65$
 $T = 2,588.71$
 $T = 2,588$ vehicle trips
 with 50% (1,294 vpd) entering and 50% (1,294 vpd) exiting.

WEEKDAY MORNING PEAK HOUR OF GENERATOR

$T = 3.41 * (X) - 275.45$
 $T = 3.41 * (199.56) - 275.45$
 $T = 405.05$
 $T = 405$ vehicle trips
Rate = 2.03

$T = 2.03 * (X)$
 $T = 2.03 * 46.65$
 $T = 94.67$
 $T = 94$ vehicle trips
 $T =$ with 55% (52 vph) entering and 45% (42 vph) exiting.

WEEKDAY EVENING PEAK HOUR OF ADJACENT STREET TRAFFIC

$\ln T = 0.72 \ln (X) + 3.02$
 $\ln T = 0.72 \ln (199.56) + 3.02$
 $\ln T = 6.83$
 $T = 928.16$
 $T = 928$ vehicle trips
Rate = 4.65

$T = 4.65 * (X)$
 $T = 4.65 * 46.65$
 $T = 216.93$
 $T = 217$ vehicle trips
 with 48% (104 vph) entering and 52% (113 vph) exiting.

SATURDAY DAILY

$T = 36.03 * (X) + 6840.22$
 $T = 36.03 * (199.56) + 6840.22$
 $T = 14030.37$
 $T = 14,030$ vehicle trips
Rate = 70.30

$T = 70.30 * (X)$
 $T = 70.30 * 46.65$
 $T = 3,279.71$
 $T = 3,280$ vehicle trips
 with 50% (1,640 vpd) entering and 1,640 vpd) exiting.

SATURDAY PEAK HOUR OF GENERATOR

$\ln T = 0.76 \ln (X) + 3.00$
 $\ln T = 0.76 \ln (199.56) + 3.00$
 $\ln T = 7.03$
 $T = 1124.45$
 $T = 1,124$ vehicle trips
Rate = 5.63

$T = 5.63 * (X)$
 $T = 5.63 * 46.65$
 $T = 262.75$
 $T = 263$ vehicle trips
 with 52% (126 vph) entering and 137 vph) exiting.

RECIPROCAL OPERATING AND EASEMENT AGREEMENT

THIS AGREEMENT is made this 1st day of SEPTEMBER, 1989, by and between LILAC ASSOCIATES, a New Hampshire limited partnership, having a place of business in North Conway, New Hampshire, and AUGUST URBANEK of Pompano Beach, Florida (hereinafter collectively referred to as "Lilac") and THE SAMPSON SUPERMARKETS, INC., a Maine corporation, having its principal place of business in Scarborough, in the County of Cumberland and State of Maine (hereinafter sometimes referred to as "Sampson").

W I T N E S S E T H:

WHEREAS, Lilac is the owner of a certain lot or parcel of land ("Lot A") situated on or near the southeasterly side of Route 16 in Rochester, in the County of Strafford and State of New Hampshire, which lot or parcel of land is presently developed as the Lilac Mall Shopping Center, and is more particularly bounded and described in Exhibit A attached hereto; and

WHEREAS, Sampson is the owner of another certain lot or parcel of land ("Lot B") situated on the southeasterly side of said Route 16 which adjoins Lot A on the northeasterly side thereof and which is more particularly bounded and described in Exhibit B attached hereto; and

WHEREAS, Lilac is also the owner of a certain lot or parcel of land ("Lot C") which is bounded northwesterly by said Route 16, northeasterly by Lot B, and southeasterly and southwesterly by Lot A, and which lot is more particularly described in Exhibit C attached hereto; and

WHEREAS, the combined lot made up of Lot B and Lot C is sometimes referred to herein as the "Supermarket Lot"; and

WHEREAS, Lilac and Sampson wish to provide for the joint development and operation of Lots A, B and C (hereinafter collectively referred to as the "Shopping Center") as an integrated retail shopping center under a general plan or scheme as shown on the Site Plan (the "Site Plan") attached hereto as Exhibit D, and to create and establish certain easements, restrictions and obligations in furtherance of such general plan or scheme,

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the parties hereto hereby declare and agree that Lot A, Lot B and Lot C, and their respective interests therein, shall be subject to the following rights, easements, restrictions, agreements, conditions and provisions:

ARTICLE I BUILDING AREAS

Section 1.01. Reservation of Building Areas and Other Areas. The parties agree that the areas within the Shopping Center which are shown on the Site Plan as being occupied by buildings shall be reserved for the construction of buildings thereon, and the areas shown on the Site Plan as "NO BUILD AREA" shall be reserved for parking areas, roadways, entrances, exits and other common areas as shown on the Site Plan. Without limiting the generality of the foregoing, it is agreed that Lot C shall at all times be reserved for parking and other common area purposes as shown on the Site Plan.

ARTICLE II CONSTRUCTION

Section 2.01. Construction Work to be Performed by Owner of Lot B. (a) Work. The owner of Lot B shall have the right, but not the obligation, to perform the following work within the Shopping Center at its cost and expense:

- (i) the demolition of the existing building located on Lot C (with any salvage value to be retained by the owner of Lot B), provided that the owner of Lot B shall give the owner of Lot A thirty (30) days' prior written notice of the date on which it intends to commence demolition, during which thirty (30) day period the owner of Lot A shall be permitted to remove and retain any fixtures or other improvements associated with said existing building which it desires;

- (ii) the construction of a supermarket building (the "supermarket building") containing approximately 63,000 square feet of ground floor area upon Lot B as shown on the Site Plan;
- (iii) the grading and paving of those portions of the parking areas, sidewalks, roadways and other common areas upon the Supermarket Lot which are not already paved, the installation of new curbing, striping, parking lot lighting, storm drainage facilities and landscaping within and upon the parking areas and other common areas as depicted on the Site Plan, the removal of parking lot striping and restriping within those portions of Lot A designated on the Site Plan as "EXISTING STRIPING TO BE REMOVED", and the performance of such other work upon Lot A as is shown on the Site Plan or is necessary to integrate the improvements to be constructed upon the Supermarket Lot with the existing improvements upon Lot A; and
- (iv) such improvements to the entrance to the Shopping Center on Route 16 (including alterations thereto and the installation of new directional signs, landscaping and lighting standards) as are shown on the Site Plan, the relocation of the Shopping Center pylon sign as shown on the Site Plan, and the installation of such traffic controls at such entrance as are shown on the Site Plan or as may be required by the public authorities having jurisdiction.

Such work shall be performed by the owner of Lot B in a good and workmanlike manner, in accordance with all applicable building codes and ordinances.

(b) Entry on Lot A and Lot C. In order to proceed with its work pursuant to this ARTICLE II, the owner of Lot B shall have the right and easement, in addition to the general construction easement provided by ARTICLE V hereof and to any other rights or easements provided herein, to enter upon and across Lots A and C with men, material and equipment in order to perform such work, and to work, excavate, dig, trench, tunnel and/or backfill upon Lots A and C to the extent reasonably necessary for the performance of such work; provided, however, that in making such entry and conducting such activities, the owner of Lot B shall make reasonable efforts to do so in a manner so as not to unreasonably interfere with existing business operations within the Shopping Center, and provided further that upon completion of any work done,

the land shall be restored to the same grade and condition as it was prior to the exercise of such rights. To the extent possible, entry pursuant to this clause and as provided by ARTICLE V shall be minimized through the use of the temporary construction road referenced in Section 5.02.

(c) Insurance. During the period of construction, the owner of Lot B shall maintain in force and effect reasonable amounts of builders' risk insurance and such other insurance as will protect both owners from claims for damages because of bodily injury, including death, to any person or persons, and from claims for damages to any property which may arise out of or in connection with such construction by the owner of Lot B, whether performed by such owner or by the contractors or subcontractors of the owner of Lot B or anyone employed by any of them.

ARTICLE III RIGHT OF TERMINATION

Section 3.01. Construction of Improvements; Right of Termination. Sampson acknowledges that the construction of the improvements described in paragraph (a) of Section 2.01 of this Agreement is intended and forms the basis upon which Lilac has agreed to enter into this Agreement. Therefore, in the event that Sampson fails to commence construction of said improvements substantially as described in paragraph (a) of said Section 2.01, within one (1) year after the date of this Agreement (provided that such one (1) year period shall be extended by any period by which Tenant shall be delayed in commencing construction by any cause specified in ARTICLE XIII hereof or otherwise beyond Sampson's control) or, once having commenced construction, in the event that Sampson abandons or discontinues same (other than any temporary discontinuance resulting from weather conditions or any cause specified in ARTICLE VIII or otherwise beyond Sampson's control), then Lilac shall have the rights of termination set forth in the sentence next following. If Sampson shall not have commenced such construction before the expiration of the period above provided or, if having commenced such construction, Sampson shall abandon or discontinue such construction as aforesaid, then upon the expiration of such period or upon such abandonment or discontinuance, as the case may be, Lilac shall have the right, at its sole election, to cancel and terminate this Agreement, by giving notice in writing of such cancellation and termination to Sampson in accordance with Section 16.03; provided, however, that if Sampson shall have commenced such construction, or if Sampson shall have recommenced such construction after abandoning or discontinuing the same, as the case may be, within ninety (90) days after the giving of such notice by Lilac (which period may be extended by Lilac, at its option, by giving notice in writing of such extension to Sampson), then in such case Lilac's notice of cancellation and termination shall be void and of no effect. Upon the giving of such notice and provided Sampson shall have failed to commence or recommence such construction, as the case may be, within said ninety (90) days (as the same may have been extended by

Lilac), then this Agreement shall terminate and be of no force and effect with respect to the requirements of either party, except Sampson shall be liable to Lilac for such monies as are required under Section 10.01 through the date of termination. Upon the substantial completion of the construction described in Section 2.01(a), this Section 3.01 shall be void and of no further force and effect.

ARTICLE IV
PARKING AREAS, SERVICE ROADS, ENTRANCES AND EXITS

Section 4.01. Arrangement and Use of Parking Areas and Common Facilities. (a) Parking Areas and Common Areas. The parking areas and common areas as designated on the Site Plan of the Shopping Center, including the grades, parking areas, entrances, exits, sidewalks, driveways, service roads, footways, drainage systems and other common facilities (sometimes referred to herein collectively as the "parking areas and common areas") shall be maintained so that the same may be used and enjoyed as continuous homogenous parking areas and common areas in the manner contemplated by this Agreement.

(b) Arrangement and Design. The arrangement and design of the parking areas and common areas within the portions of the Shopping Center designated on the Site Plan as "NO BUILD AREA", including, without limitation, the Entranceway (as said term is defined in Section 4.02(a) hereinbelow), shall not be changed, nor shall any buildings, additions or structures be erected in such areas without the consent of the owners of Lot A, Lot B and Lot C and the consent of the holder(s) (at the time of such change) of the first mortgage (if any) upon the fee interest in each of Lot A, Lot B and Lot C. If the Entranceway (as said term is defined in Section 4.02(a) hereinbelow) upon Lot A shall be taken by condemnation (or deed in lieu thereof) or as a result of any action of public authority, the owner of Lot A shall replace the same promptly to the extent permitted by public authority.

(c) Exclusive Use of Occupants. The parking areas, entrances, exits, sidewalks, roadways, service roads, and other common facilities within the Shopping Center shall be for the exclusive use of the occupants of the Shopping Center and for all persons having business with said occupants within the Shopping Center. No owner of any Lot within the Shopping Center shall charge customers for the privilege of parking upon its Lot nor shall any owner permit parking upon its Lot by persons having no business within the Shopping Center.

(d) Rights of Use. The owners and occupants of Lot A, Lot B and Lot C, and all persons having business with any of them within the Shopping Center, shall have the right to use the parking areas and common areas of the other Lots in common with the owners and occupants of said other Lots and all persons having business with any of them within the Shopping Center. These rights shall include the right to use the common parking areas for the parking of motor

vehicles in the parking spaces thereof, for passage by motor vehicles in the driveways thereof, for pedestrian traffic and for use of the service roads, entrances and exits provided on the Site Plan. Notwithstanding the foregoing, the owners or occupants of each Lot may use the sidewalks in front of their respective buildings for the sale and display of merchandise and the storage of shopping carts, and may construct fences, platforms and enclosures for such purposes, provided that pedestrian traffic shall not be unreasonably impeded thereby.

Section 4.02. Maintenance of Shopping Center.

(a) Snowplowing. The owner of Lot B shall (at its expense) be responsible for snow plowing and removal for the area constituting the Supermarket Lot and the main ingress/egress area to Route 16 for the Shopping Center (which ingress/egress area is shown in dotted line on the Site Plan and designated thereon and referred to herein as the "Entranceway"); the owner of Lot A shall (at its expense) be responsible for snow plowing and removal for Lot A, except for the Entranceway. Each party shall bear the responsibility for all costs, including capital costs, associated with such snow plowing. Through such snow plowing responsibilities as performed by the owner of Lot A and the owner of Lot B, the parking areas and common areas within the Shopping Center shall be kept reasonably clear of snow and ice to the extent required by the business operations of the stores within the Shopping Center and each owner shall make reasonable efforts after each winter storm to provide snow removal services at a sufficiently early hour in order to permit delivery vehicles to approach the businesses within the Shopping Center and unload their wares prior to the regularly scheduled opening hour of such businesses. The parties may provide for such snow plowing and removal by entering into reasonable contracts with independent contractors in order to carry out their responsibilities.

(b) Common Area Maintenance. The owner of Lot A shall (at its expense) perform the common area maintenance with respect to Lot A (excluding the Entranceway), and the owner of Lot B shall (at its expense) perform the common area maintenance with respect to the Supermarket Lot and the Entranceway. In performing the common area maintenance, each owner shall keep in good repair and condition all parking areas and common areas within the area for which it is responsible, including, but not limited to, paving, striping, seeding, mowing, fertilizing, pruning, salting, sanding, trash removal and other matters typically involved in rendering such parking areas, driveways and common areas safe, usable and attractive for their intended purpose.

(c) Insurance. The owner of Lot A shall maintain public liability insurance with respect to Lot A (excluding the Entranceway but including the easements and rights herein provided to Lot A with respect to Lot B), and the owner of Lot B shall maintain public liability insurance with respect to the Supermarket Lot and the Entranceway (including the easements and rights herein provided to Lot B with respect to Lot A and Lot C), and in each

case, such insurance shall be in the amounts specified on the Payment Rider attached to this Agreement and incorporated by reference herein. Each owner's policies will name the owner of each other Lot as an additional insured. Such policies of insurance shall be issued for a period of not less than one (1) year by responsible insurance companies well rated by national rating organizations and authorized to do business in the State of New Hampshire. The owner maintaining such insurance shall deliver a certificate of such insurance to the owner of each other Lot within ten (10) days after obtaining the foregoing coverage. All such insurance shall provide, to the extent obtainable, that such policies shall not be cancelled without at least ten (10) days' prior written notice to each named insured. Either owner may write such insurance policies to include deductibles in an amount up to, but not exceeding, Two Hundred Fifty Thousand Dollars (\$250,000.00), and the owner of Lot B shall, in any case, be permitted to include deductibles in its policies in amounts up to three percent (3%) of such owner's net worth, as then shown on its most recently issued financial statement. Either owner shall be permitted from time to time to require that the amounts of public liability insurance carried by all owners be increased to levels then generally carried by owners of comparable shopping centers in the region; provided, however, that no owner may require any such increase more frequently than once every three (3) years, and provided further that in the event the owners shall at any time be unable to agree as to the levels generally carried by owners of comparable shopping centers in the region, such dispute shall be settled by arbitration. The obligation of the owners of Lot A and Lot B to maintain the insurance required hereunder shall always be subject to the availability of such insurance in the required amounts; provided, however, that if either owner is unable to obtain the required coverage, the other owner shall be required to maintain only such coverage as the owner who is unable to obtain the required coverage is able to obtain. The owner of Lot A and the owner of Lot B shall each pay the cost of the insurance required to be maintained by it hereunder.

(d) Parking Lot Lighting. The owner of Lot A shall, at its own cost, operate and maintain the parking lot lighting system upon Lot A (excluding the Entranceway) in good working order, repair and condition, and the owner of Lot B shall, at its own cost, operate and maintain the parking lot lighting system upon the Supermarket Lot and Entranceway in good working order, repair and condition. If the owner of Lot A desires the Entranceway to be lighted subsequent to the closing of the stores upon the Supermarket Lot, then the Entranceway shall be kept lighted at such time provided that the owner of Lot A shall pay the owner of Lot B the cost of the same.

ARTICLE V
CONSTRUCTION EASEMENT

Section 5.01. Easement. The owner of Lot A and the owner of Lot B shall each have the right, exercisable at its own cost, liability and expense, to make reasonable entry upon any other Lot, and to cross any other Lot with men, materials and equipment for the purpose of constructing buildings and improvements upon such owner's Lot; provided, however, the owner of Lot A and the owner of Lot B shall use only the parking areas and common areas of its own Lot for the parking of construction equipment and vehicles (including motor vehicles and trailers belonging to construction crews) and the storage of construction materials and equipment related to the construction project upon its Lot (except that the owner of Lot B may use Lot C for such parking and storage purposes), and provided further that the owner making such entry shall do so in a manner so as not to unduly interfere with the business operations of other occupants of the Shopping Center.

Section 5.02. Temporary Construction Road. If reasonably possible, the owner of Lot B shall seek permission from governmental authorities having jurisdiction over such matters in an effort to obtain approval so that a temporary construction road from Route 16 directly to Lot B is obtained. Lilac will cooperate in Sampson's obtaining that approval.

ARTICLE VI
STORM DRAINAGE SYSTEM

Section 6.01. Storm Drainage of Lot C. It is understood and agreed that Lot C shall continue to be served by the presently existing storm drainage system which flows from Lot C into a culvert running beneath the Entranceway and into an existing drainage swale located on the westerly side of Lot A adjacent to Route 16, and the owner of Lot B shall have the right and easement during the term of this Agreement to discharge storm drainage from Lot C onto Lot A through such system in connection with the operation of the Supermarket Lot. The owner of Lot B shall maintain in good order and repair such portion of the presently existing system serving Lot C as exists on or under Lot C and the Entranceway, and the owner of Lot A shall maintain in good order and repair such portions of such system as exist on Lot A (exclusive of the Entranceway); provided, however, that if the owner of Lot A shall default in performing necessary maintenance of such portions of such system as exist on Lot A (exclusive of the Entranceway) and shall fail to cure such default within fifteen (15) days after notice in writing from the owner of Lot B specifying such default, the owner of Lot B may, at its option, at any time thereafter (or immediately and without notice in the case of an emergency), cure such default for the account of the owner of

Lot A, and the owner of Lot A shall reimburse the owner of Lot B for any amount paid and any expense or contractual liability incurred in curing such default, provided the owner of Lot B may deduct any amount due it from any payment due under ARTICLE X of this Agreement thereafter accruing.

Section 6.02. Storm Drainage System on Lot A and Lot B. The owner of Lot A shall, at its own cost, maintain the storm drainage system upon or serving Lot A in good working order, repair and condition, and the owner of Lot B shall, at its own cost, maintain the storm drainage upon or serving Lot B in good working order, repair and condition.

ARTICLE VII SIGNS

Section 7.01. Pylon. If a pylon or signboard is installed or maintained at or near any entrance to the Shopping Center or elsewhere within the Shopping Center for the purpose of identifying the occupants of the Shopping Center, and if any "Major Occupant" (as hereinafter defined) shall be permitted to maintain a sign panel upon such signboard or pylon, then any Major Occupant of the building upon Lot B shall have the right, at its own cost and expense, and subject to applicable law, to install, maintain and illuminate its sign panel upon said pylon or signboard, which sign panel shall be prominently featured and shall be comparable in size to the sign panel(s) of other "Major Occupants". Each party maintaining a sign panel upon said pylon or signboard shall at all times keep its sign panel in good condition and repair. The frame and structure of any pylon or signboard shall be maintained by the owner of Lot A, and the owner of Lot B shall reimburse the owner of Lot A for a portion of such cost based on the rentable floor area (as defined in Section 16.10 of this Agreement) of the building upon Lot B in proportion to the rentable floor area of all buildings within the Shopping Center. As used herein, the term "Major Occupant" shall mean an occupant of the Shopping Center occupying at least 35,000 square feet of floor area, it being expressly agreed that except for the existing movie theater sign (which sign may be expanded in proportion to any expansion of the movie theater's floor area within the Shopping Center), no tenant or occupant of the Shopping Center, other than a "Major Tenant", shall be permitted to maintain a sign panel on the signboard or pylon.

ARTICLE VIII ECONOMIC RESTRICTIONS

Section 8.01. Exclusive. For so long as a supermarket or combination supermarket and drugstore shall be operated on Lot B, no part or parts of Lot A shall be leased, used or permitted to be used for the operation of a supermarket business, or for the sale of groceries, provisions, fruits, vegetables, dairy products, fish, fowl or meat, or for the sale of any combination of the foregoing,

or as a convenience store or grocery store; provided, however, that the foregoing restriction shall not prohibit the operation of any restaurant, fast-food establishment, delicatessen or other business primarily engaged in the sale of prepared food for on-premises consumption. For so long as a pharmacy or drugstore shall be operated on Lot B (including a pharmacy or drugstore operated as a department of a combined supermarket-drugstore operated upon Lot B), no part or parts of Lot A shall be leased, used, or permitted to be used as a drugstore or pharmacy, or for the sale of prescription medicines and/or drugs or any items requiring the presence of a registered pharmacist, or for the operation of a store primarily engaged in the sale of health and beauty aids, or for any combination of the foregoing. The provisions of this Section 8.01 shall not apply to the premises demised by the following leases for the remainder of the terms of such leases, but shall apply to such premises upon the expiration or other termination of such leases: (i) Lease between Pantlin & Chananie Property Co. ("Pantlin"), as landlord, and Hannaford Bros. Co., as tenant, dated December 19, 1977, demising supermarket premises within the Shopping Center, as amended by First Amendment of Lease dated January 29, 1979 and Second Amendment of Lease dated February 8, 1984, and (ii) Lease between Pantlin, as landlord, and Hannaford Bros. Co., as tenant, dated December 19, 1977, demising drugstore premises within the Shopping Center, as amended by First Amendment of Lease dated January 29, 1979. This Section 8.01 shall not restrict or prohibit the rights of use granted J.C. Penney Company and K Mart Corporation in their present leases.

Section 8.02. Prohibited Uses. (a) No Industrial Purposes. No portion of the Shopping Center shall be used for industrial purposes or for any purpose which is noxious or unreasonably offensive because of emission of noise, smoke, dust or odors, nor shall any portion of Lot A be used as a movie theater (except as provided in paragraph (b) immediately below).

(b) Movie Theater. Anything in paragraph (a) immediately above to the contrary notwithstanding, the owner of Lot A either (i) may use approximately 7,000 square feet of ground floor area upon Lot A situated at the northeasterly corner of the enclosed shopping mall and adjacent to the rear of the southerly wall of the K Mart Department Store, or (ii) may use up to 12,000 square feet of ground floor area within the building occupied by the Shop 'n Save supermarket on the date of execution of this Agreement, for the establishment of a movie theater, upon the condition, however, that the owner of Lot A shall require the owner or operator of said movie theater to use reasonable and diligent efforts to cause the patrons of said movie theater to park their automobiles in those parking areas other than the parking areas located upon Lot B and Lot C, and upon the further condition that the owner of Lot A will install appropriate signs within the Shopping Center directing the patrons of the movie theater to park their vehicles in the parking areas which are located at the rear of (easterly of), and side of (northerly of), the K Mart Department Store, in the case of (i), or in the parking areas adjacent to said present Shop 'n Save building in the case of (ii).

Section 8.03. Lot B. Lot B shall not be used for any business (other than a supermarket, drugstore or combination supermarket and drugstore) which, at the time of commencement thereof, shall be in direct competition with the primary use of any premises on Lot A as to which an "exclusive use" covenant has been granted, it being agreed that upon request of the owner of Lot B, the owner of Lot A will provide to the owner of Lot B a list of all "exclusive use" covenants which it has granted to tenants or subtenants within premises it controls within the Shopping Center.

Section 8.04. Right of First Refusal. (a) First Refusal. Except as hereinafter provided, in the event that the owner of Lot B shall decide or desire to convey Lot B for an intended use other than for the operation of a supermarket or combination supermarket and drugstore thereon, then the owner of Lot B shall first give written notice to the owner of Lot A of such decision or desire and of the terms and conditions upon which the owner of Lot B proposes to convey Lot B, which notice shall constitute an offer by the owner of Lot B to convey Lot B to the owner of Lot A on the terms and conditions set forth in said notice. The owner of Lot A shall then have the right to accept such offer by giving written notice of such acceptance to the owner of Lot B within thirty (30) days after receipt of the written offer from the owner of Lot B. If the owner of Lot A shall fail to accept the offer represented by the notice of the owner of Lot B, the owner of Lot B may then convey Lot B to any other party (whereupon this right of first refusal shall terminate and be of no further force and effect); provided, however, that the owner of Lot B shall not convey Lot B to any other party on terms and conditions which are substantially different than those offered to the owner of Lot A (unless such conveyance shall be for intended use for the operation of a supermarket and/or combination supermarket and drugstore thereon) without first reoffering to convey Lot B to the owner of Lot A on the substantially different terms and conditions, which reoffer shall remain open for a period of thirty (30) days and may be accepted by the owner of Lot A in the manner provided herein with respect to the original offer. As used herein, the expression "to convey" shall mean to sell, to lease, to grant an option for sale or lease, or to otherwise dispose of an interest in all or substantially all of Lot B whether in a single transaction or in a series of related transactions.

(b) Exempt Transfers. The above-granted rights to the owner of Lot A shall not apply to any conveyance (an "exempt transfer") of all or any portion of Lot B which is made:

- (i) to any corporation controlled by, in control of, or under common control with, the owner of Lot B, either directly or indirectly;
- (ii) to any corporation resulting from a consolidation or merger of the owner of Lot B with any business organization;

- (iii) to any person, firm or corporation acquiring a majority of issued and outstanding stock of the owner of Lot B or a substantial part of the physical assets of the owner of Lot B;
- (iv) pursuant to an asset defeasance plan;
- (v) in the nature of a mortgage affecting Lot B (the term "mortgage" as used herein to include mortgages, deeds of trust, sale/leaseback transactions, indentures and other similar instruments, and all modifications, extensions, renewals and replacements thereof incurred for value in good faith); or
- (vi) pursuant to any foreclosure, sale pursuant to a foreclosure or under a power of sale, deed in lieu of foreclosure, or other action taken to transfer an interest in Lot B to any holder of a mortgage or to any transferee acquiring an interest in Lot B from or through such holder.

(c) Limitation on Use. In the event the owner of Lot B shall convey Lot B for intended use for the operation of a supermarket or combination supermarket and drugstore thereon, the instrument of conveyance shall contain a limitation that the conveyed property shall not be used for purposes other than for the operation of a supermarket or combination supermarket and drugstore thereon for a period of two (2) years from the date of the conveyance.

Section 8.05. Purchase Option. In the event that the owner of Lot B shall decide or desire to cease using Lot B for the operation of a supermarket or combination supermarket and drugstore thereon, the owner of Lot B shall give written notice to the owner of Lot A of such decision or desire, and the owner of Lot A shall thereupon have an option to purchase Lot B at its then fair market value as determined by appraisal in accordance with the following provisions. The owner of Lot A shall exercise its option to purchase Lot B by giving written notice to the owner of Lot B within thirty (30) days after receiving the notice from the owner of Lot B of its decision or desire to cease using Lot B for the operation of a supermarket or combination supermarket and drugstore thereon. Within ten (10) days after the owner of Lot A shall have exercised its option to purchase Lot B, each party, at its respective cost and by giving written notice to the other party, shall appoint a qualified real estate appraiser, with at least five (5) years full-time commercial appraisal experience in Southern New Hampshire, to appraise and set the purchase price for Lot B. If a party does not appoint an appraiser within ten (10) days after the other party has given notice of the name of its appraiser, the single appraiser appointed shall be the sole appraiser and shall set the purchase price for Lot B. If the two appraisers are appointed by the parties as set forth in this paragraph, they shall

meet promptly and attempt to set the purchase price for Lot B. If they are unable to agree on the purchase price within thirty (30) days after the second appraiser has been appointed, they shall attempt to elect a third appraiser meeting the qualifications set forth in this paragraph within ten (10) days after the last day the two (2) appraisers are given to set the purchase price. If they are unable to agree on the third appraiser, either of the parties, by giving ten (10) days' notice to the other party, can apply to the presiding Judge of the Strafford County Superior Court for the selection of a third appraiser who meets the qualifications stated in this paragraph. Each of the parties shall bear one-half (1/2) of the costs of appointing a third appraiser and of paying the third appraiser's fee. The third appraiser, however selected, shall be a person who has not previously acted in any capacity for either party. Within thirty (30) days after the selection of the third appraiser, a majority of the appraisers shall set the purchase price for Lot B. If a majority of the appraisers are unable to agree on the purchase price within the stipulated period of time, the three (3) appraisals shall be added together and their total divided by 3, and the resulting quotient shall be the purchase price for Lot B. If, however, the low appraisal and/or the high appraisal shall be more than twenty percent (20%) lower and/or higher, as the case may be, than the middle appraisal, the low appraisal and/or the high appraisal, as the case may be, shall be disregarded. If only one (1) appraisal is disregarded, the remaining two (2) appraisals shall be added together and their total divided by 2 and the resulting quotient shall be the purchase price for Lot B. If both the low appraisal and the high appraisal are disregarded, the middle appraisal shall be the purchase price for Lot B. In appraising the fair market value of Lot B, the appraisers shall determine the most probable price in terms of money which Lot B, together with all buildings, structures and improvements thereon, and all appurtenances, rights, privileges and easements benefitting, belonging or pertaining thereto, should bring in a competitive and open market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue influences; provided, however, that the appraisers shall not take into consideration the existence of this option. After the purchase price for Lot B has been established, the appraisers shall immediately notify the parties. If the owner of Lot A objects to the purchase price set by the appraisers, said owner shall have the right to elect not to purchase Lot B so long as said owner pays all of the costs incurred by both parties in connection with the appraisal procedure that set the purchase price. The election by the owner of Lot A not to purchase Lot B must be exercised within fifteen (15) days after receipt of notice from the appraisers of the purchase price. If the owner of Lot A does not exercise its election within the fifteen (15) day period, said owner shall purchase Lot B from the owner of Lot B as provided in this paragraph. A closing shall be held within Strafford County, New Hampshire, within sixty (60) days after the purchase price for Lot B has been set, at a time and place to be selected by the owner of Lot A by its giving the owner of Lot B not less than thirty (30) days' written notice thereof. At the closing, the owner of Lot B

shall deliver to the owner of Lot A a properly executed deed in recordable form conveying title to Lot B, free and clear of all liens, encumbrances and restrictions, except those created under or by reason of this Agreement. The purchase price shall be paid in cash or by bank check, cashier's check or certified check to the owner of Lot B simultaneously with the delivery of the deed.

ARTICLE IX
REAL ESTATE TAXES, MECHANICS' LIENS, MORTGAGES,
SUBROGATION

Section 9.01. Real Estate Taxes. (a) Separate Tax Lots. It is the intention of the parties that Lot A, Lot B, and Lot C shall each be assessed as separate tax lots and that the owner of Lot A will pay the real estate taxes assessed against Lot A and that the owner of Lot B will pay the real estate taxes assessed against Lot B and Lot C.

(b) Payment. The owner of Lot A shall, with respect to Lot A, and the owner of Lot B shall, with respect to Lot B and Lot C, cause to be paid, at least fifteen (15) days before penalties or interest shall be chargeable for late payment, all real estate taxes and assessments upon its respective Lot(s), subject only to the right of said owner to defer payment in a manner provided by law in connection with a bona fide contest of the amount of such tax or assessment, provided that the rights of the other owners shall not be jeopardized by such deferring of payment. Upon written request, each owner will provide the other owners with a copy of a receipted tax bill evidencing payment of real estate taxes and assessments upon its Lot(s).

(c) Pro Rata Share. If the Shopping Center shall be taxed as a single parcel, the owner of Lot A shall pay the taxes. Each owner shall pay its pro rata share of the taxes to the owner of Lot A at least fifteen (15) days before the last day such taxes may be paid to the taxing authority without the imposition of late charges, penalties or interest. Each owner's pro rata share of the taxes shall be in the same proportion to the total of such taxes as the total number of square feet of rentable floor area of the buildings upon such owner's Lot bears to the total number of square feet of rentable floor area of all the buildings upon the Shopping Center. If Lot A and Lot C shall be assessed as a single parcel separately from Lot B, the owner of Lot A shall pay the real estate taxes on Lot A and Lot C, and the owner of Lot B shall reimburse the owner of Lot A for the real estate taxes on Lot C, which shall be deemed to equal the real estate taxes assessed against the land comprising Lot A and Lot C (exclusive of buildings and improvements) times a fraction the numerator of which shall be the square footage of Lot C and the denominator of which shall be the aggregate square footage of Lot A and Lot C. The parties agree to cooperate to have Lot A, Lot B and Lot C separately assessed.

(d) Nonpayment of Taxes. In order to maintain Lot C and the Entranceway free of liens, the owner of Lot B shall have the right, but not the obligation, to pay any overdue taxes on any parcel owned by the owner of Lots A and C which includes all or any part of the Shopping Center, prior to a divestiture of title of said parcel, and the share of the owner of Lots A and C of such taxes shall be immediately due and payable by the owner of Lot A to the owner of Lot B, provided that the owner of Lot B may deduct any amount due it from any payments due under ARTICLE X of this Agreement thereafter accruing.

Section 9.02. Mechanics' Liens. No owner of any Lot shall allow any mechanic's lien, materialman's lien or other encumbrance to remain against its Lot if the rights and easements of the other owners therein shall be jeopardized thereby. If, after the date of this Agreement, any mechanic's lien, materialman's lien or encumbrance superior to the rights and easements created by this Agreement shall be filed against any Lot, the owner of such Lot, at its own cost and expense, shall cause such lien or encumbrance to be discharged of record, or bonded, within six (6) months after receiving notice of such lien or encumbrance but in any event prior to such time as the owner of such Lot would be divested of title by reason of such lien or encumbrance. If any owner shall default in its obligation to discharge of record or bond any lien or encumbrance which it is required to discharge or bond pursuant to this Section 9.02 within the time period above provided, then any other owner shall be permitted to pay such amounts as are necessary to discharge such lien or encumbrance for the account of the defaulting owner, and the defaulting owner shall immediately reimburse the other owner for such amounts so paid.

Section 9.03. Mortgages. Each Lot owner shall be permitted from time to time to place one or more mortgages on its Lot, provided that any mortgage executed subsequent to this Agreement shall be subject and subordinate to this Agreement.

Section 9.04. Subrogation. Each owner releases each other owner and each occupant of space in the Shopping Center from any liability for any damage caused by fire or other casualty, provided that if the releasor shall carry insurance upon its property, this release shall be in force and effect only with respect to damage occurring during such time as the releasing owner's policies of fire and casualty insurance shall contain a clause to the effect that said release shall not affect said policies or the right of the releasing owner to recover thereunder. Each owner agrees that its fire and casualty policies will include such a clause so long as the same is obtainable and is includable at nominal or no extra cost. If extra cost is chargeable therefor to any owner, said owner will advise the other owners thereof and the amount of such extra cost which will permit said clause to be included for the benefit of the owners and occupants of the other Lots. If the owner of any other Lot shall pay such extra cost, said clause will be included for the benefit of said owner and the occupants of the Lot of said owner.

ARTICLE X
ANNUAL FEE

Section 10.01. In consideration of the rights and easements granted herein to the owner of Lot B over and upon Lot A and Lot C, the owner of Lot B agrees to pay to the owner of Lot A an ANNUAL FEE during each year of the term of this Agreement in the amount set forth hereinbelow:

- (i) During the period from and after the date of this Agreement to and until the fifth anniversary of the date on which Sampson shall first open for business with the public within the supermarket building to be constructed upon Lot B (said date when Sampson shall first open for business being hereinafter referred to as the "Opening Date"), the ANNUAL FEE shall be in the amount set forth in the Payment Rider attached to this Agreement;
- (ii) During each successive five (5) year period following the fifth anniversary of the Opening Date, the ANNUAL FEE shall be in the amount which is the greater of (1) the amount of the ANNUAL FEE set forth in the Payment Rider, or (2) the amount of the ANNUAL FEE set forth in the Payment Rider multiplied by the Fee Adjustment Factor. As used herein, the "Fee Adjustment Factor", with respect to each such successive five (5) year period, shall be that fraction which has as its numerator the total gross sales made in, on or from Lot B during the twelve (12) month period ending immediately prior to the commencement of such five (5) year period, and as its denominator the total gross sales made in, on or from Lot B during the twelve (12) month period ending immediately prior to the fifth anniversary of the Opening Date. As used herein, "gross sales" shall mean all receipts from sales made or services rendered in, on or from Lot B and all compensation received for orders taken on Lot B without regard for the place from which shipment may be made to fill such orders, less all discounts and allowances to customers, and refunds and credits to customers for merchandise returned or exchanged, and less the amounts of any sales, luxury or excise taxes, so-called, collected with regard to said sales to the extent such taxes have been included in the amount of said gross sales. The owner of Lot B shall keep true and

accurate records in accordance with generally accepted accounting practices consistently applied showing the gross sales made in, on or from Lot B during the applicable twelve (12) month periods.

The ANNUAL FEE shall be paid to the owner of Lot A each year, in arrears, on December 31st, and shall be prorated for any partial year at the beginning or end of the term of this Agreement. If the owner of Lot B shall fail to pay any ANNUAL FEE when due, the owner of Lot A shall be entitled to charge interest thereon at the rate which is the lesser of (a) the maximum rate of interest permitted by law, or (b) twenty percent (20%) per annum, until the ANNUAL FEE is paid in full.

ARTICLE XI FAILURE OF PERFORMANCE

Section 11.01. Waiver. Failure of any owner to complain of any default or violation hereunder, no matter how long such default or violation shall continue, shall not be deemed a waiver by said owner of its rights hereunder. No waiver by any owner at any time, express or implied, of any default or violation or any provision hereof shall be deemed a waiver of or a consent to a default or violation of the same or any other provision. In addition to any other rights hereunder, each owner shall have the remedies of specific performance and/or injunction to enforce any provision contained in this Agreement.

Section 11.02. Termination. Except as otherwise specifically provided in ARTICLE III of this Agreement, or in this Section 11.02, no default by any owner shall result in, or provide grounds for, the termination of this Agreement, and the non-defaulting owner shall be limited to such other remedies as may be available at law or equity. If the owner of Lot B shall fail to pay to the owner of Lot A the ANNUAL FEE set forth in ARTICLE X hereof, and such failure shall continue for a period of one (1) year or more, the owner of Lot A may send the owner of Lot B a notice (the "Warning Notice") informing the owner of Lot B that the failure to pay said ANNUAL FEE, together with accrued interest, within thirty (30) days after receipt of said notice, may result in the termination of this Agreement. If the owner of Lot B shall fail to pay said ANNUAL FEE, together with accrued interest, within thirty (30) days after receipt of the Warning Notice, the owner of Lot A may send the owner of Lot B a second notice (the "Termination Notice") informing the owner of Lot B that the failure to pay said ANNUAL FEE, together with accrued interest, within fifteen (15) days after receipt of the Termination Notice will result in the termination of this Agreement. If the owner of Lot B fails to pay said ANNUAL FEE, together with accrued interest, within fifteen (15) days after receipt of the Termination Notice, this Agreement shall terminate and neither party shall have any further rights or obligations hereunder.

Section 11.03. Force Majeure Delay Not Deemed Default.
Temporary failure of performance of any obligation set forth in this Agreement with respect to any Lot due to any cause specified in ARTICLE XIII shall not be deemed a default of said obligation if said obligation shall be performed within a reasonable time after the elimination of said cause.

ARTICLE XII
EMINENT DOMAIN

Section 12.01. In the event of a taking by any duly constituted authority for a public or quasi-public use of all or any part of the Shopping Center (a "Taking"), the provisions of this Agreement shall, immediately upon such taking, have no further applicability as to any portion of the Shopping Center so taken and as to any Lot of which ninety percent (90%) or more of the surface area is taken. In the event of any Taking, that portion of the award attributable to any Lot and the buildings and improvements thereon shall be payable only to the owner of such Lot, and no claim shall be made by the owners of any other Lots as to that portion of such award; provided, however, that all other owners may file collateral claims with the condemning authority, over and above the value of the Lot, or portion thereof, so taken, to the extent of any damage suffered by any such other owners resulting from the severance of the appurtenant easements so taken, and provided further that the owner of Lot B shall be entitled to receive an amount equal to the depreciated value (as carried on the books of the owner of Lot B for financial reporting purposes) of any improvements upon Lot C and/or the Entranceway constructed by or at the expense of the owner of Lot B and taken in a Taking. The owner of any Lot, a portion of which is taken, shall, provided the Lot after restoration may be put to an economically feasible use, promptly repair and restore the remaining portions of the parking areas, common areas and utility facilities on such Lot as nearly as practicable to the condition prevailing immediately prior to such taking to the extent the same can be done by expenditure of the proceeds of awards, including all separate awards, if any, to the other owners for loss of the appurtenant easements, which separate awards shall be made available to such owner for such restoration and without any additional contribution from any owner. Upon completion of the restoration, any excess award amounts not needed for restoration shall be returned to the owners in proportion to their respective contributions to the costs of the restoration.

ARTICLE XIII
FORCE MAJEURE

Section 13.01. In any case where an owner is required hereunder to do any act (except for the payment of money), the time for the performance of such act shall be extended by a period equal to any delay caused by or resulting from acts of God, war, civil

commotion, fire or other casualty, labor difficulties, shortages of energy, labor, materials or equipment, government regulations, delays caused by either owner to the other, or other causes beyond such owner's reasonable control, whether such time be designated by a fixed date, a fixed time or a "reasonable time".

ARTICLE XIV HAZARDOUS WASTE

Section 14.01. Warranty by Sampson. Sampson hereby warrants and represents that, to the best of its knowledge and belief, Lot B is free of all toxic and other harmful chemical pollution and hazardous waste, substances or materials, and that Sampson will indemnify Lilac and hold it harmless from and against any and all costs, expenses and liabilities related to the removal and/or cleanup of any toxic or other harmful chemical pollution or hazardous waste, substance or material not caused by Lilac which may be discovered upon Lot B.

Section 14.02. Warranty by Lilac. Lilac hereby warrants and represents that, to the best of its knowledge and belief, Lot A and Lot C are free of all toxic and other harmful chemical pollution and hazardous waste, substances or materials, and that Lilac will indemnify Sampson and hold it harmless from and against any and all costs, expenses and liabilities related to the removal and/or cleanup of any toxic or other harmful chemical pollution or hazardous waste, substance or material not caused by Sampson which may be discovered upon Lot A or Lot C.

ARTICLE XV AMENDMENT

Section 15.01. Amendment. Any amendment of any provision of this Agreement (including any consent given pursuant to any provision of this Agreement) shall be valid and effective only if agreed to by the owner of each Lot and by each holder of any institutional first mortgage upon the fee interest in any Lot; and any amendment (and consent) so agreed to shall be binding upon all lessees and junior mortgagees of any Lot without the requirement of any assent by them or any of them, except that no such amendment (or consent) shall affect the rights of K Mart Corporation or J.C. Penney Company or their respective successors-in-interest under their existing leases without their prior written approval.

ARTICLE XVI MISCELLANEOUS

Section 16.01. Cost. Wherever it is provided in this Agreement that any owner shall perform or cause to be performed any obligation, it is agreed and understood that said owner shall do the same at its sole cost and expense unless, with respect to said obligation, it is provided expressly otherwise in this Agreement.

Section 16.02. Implied Rights; Public Rights. No person shall as a result of this Agreement acquire any right, title or interest in any portion of any Lot belonging to another except for such rights as are created expressly by this Agreement, and nothing herein shall be construed as creating any rights in or for the benefit of the general public. Each owner may temporarily close all or any part of its Lot as required by applicable law to prevent a dedication thereof.

Section 16.03. Notices. All notices and/or consents authorized or required hereunder shall be in writing and shall be given by certified or registered mail, return receipt requested, postage prepaid, or by personal delivery, telex or telegram, and any such notice and/or consent shall be deemed to have been given when delivered (or attempted to be delivered in the case of a refusal of receipt) to the owner to whom such notice and/or consent shall be addressed. If intended for the owner of any Lot, the same shall be mailed to the owner of said Lot at such address as the owner of said Lot shall from time to time designate by notice to the other owners. Any owner shall have the right from time to time to require that a duplicate of any notice given to it be given to any one other person (by registered or certified mail, return receipt requested, postage prepaid) by giving notice to the other owners of the name and address of such other person. All such notices and/or consents sent by mail, initially shall be addressed to the owner of Lot A and Lot C at

Lilac Associates
c/o Mr. August Urbanek
Arbour Building, Suite 208
440 East Sample Road
Pompano Beach, FL 33064,

and to the owner of Lot B at

P.O. Box 1000
Portland, ME 04104
Attention: Real Estate Department

Section 16.04. Severability. If any provision of this Agreement shall be determined to be void or unenforceable by any court of competent jurisdiction, then such determination shall not affect any other provisions of this Agreement, all of which other provisions shall remain in full force and effect; and it is intended hereby that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

Section 16.05. Heirs, Successors and Assigns. This Agreement and the provisions hereunder shall be construed as covenants running with the land, subject to termination rights by Lilac set forth in ARTICLE III of this Agreement, and shall, in any event, be obligations running to the heirs, personal representatives, successors and assigns of the parties hereto.

Section 16.06. Whole Agreement. This Agreement represents the whole understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written understandings or combinations thereof.

Section 16.07. Injunctive Relief. The parties hereto acknowledge that the rights and privileges granted involve matters for which monetary damages may not be sufficient and that whole and complete relief may only be achieved if injunctive relief is obtainable by either party enforcing the terms and conditions of this Agreement. Accordingly, each acknowledges the inadequacy of remedies at law (except for monetary damages in the event that monies are not paid in accordance with this Agreement) and consents to jurisdiction and venue in a court having equitable jurisdiction of greater Rochester, New Hampshire entering judgment, including injunctive relief to the extent reasonably necessary, to afford complete relief to the affected parties.

Section 16.08. Attorneys' Fees. In the event that any party hereto: (1) fails to give approval as specified herein, without cause; (2) fails to pay money due under this Agreement; or (3) fails to take action or abate activities when required by this Agreement; and when condition (1), (2) or (3) shall continue for thirty (30) days after delivery of notice pursuant to Section 16.04, specifying the nature of such monetary or non-monetary default and the required remedy, and in the further event that the matter of such alleged defaults become the subject of legal proceedings in a court of competent jurisdiction, then the prevailing party shall be entitled to its reasonable attorneys' fees in addition to such other relief as it is entitled to as a matter of law or equity. This provision shall not be construed to provide for attorneys' fees prior to the institution of suit or for appellate proceedings.

Section 16.09. Estoppel as to Existing Conditions. Sampson has examined the conditions physically at Lots A and C, inspected and visited the premises and reviewed the business operations of all other existing tenants of Lots A and C and otherwise familiarized itself with matters pertinent to this Agreement. In execution of this Agreement, Sampson consents that no default exists that is reasonably observable as of the date and time of execution hereof by virtue of reasonably observable existing conditions, whether physical or due to the business activities of any of the present tenants of Lots A and C, so as to create a default or right of action against the owner of Lot A for any reason whatsoever. Further, in any action that may be brought by the owner of Lot B or Sampson, it shall be a complete defense to Lilac and/or the owner of Lot A and/or the owner of Lot C that any conditions complained of were substantially the same as existed as of and reasonably observable as of the date of this Agreement.

Section 16.10. Rentable Floor Area. As used herein, the "rentable floor area" of any building shall mean the floor area of said building measured from the exterior faces of exterior walls and shall include outside sales areas, but shall exclude platform and mezzanine areas used for offices or storage incidental to retail operations, as well as enclosed mall areas not used for retail operations.

ARTICLE XVII
TERM AND SUCCESSION

Section 17.01. Term. This Agreement shall remain in full force and effect for a term of ninety-nine (99) years after the date of this Agreement (unless terminated by Lilac pursuant to ARTICLE III or Section 11.02 hereof); provided, however, that this Agreement may terminate at any time subsequent to the twenty-fifth (25th) year after the date of this Agreement by agreement of the owners of Lot A, Lot B and Lot C and the holders of first mortgages upon each of said Lots. Upon such expiration, or in the event of such termination and as a condition thereto, the owners of said Lots and the holders of all mortgages upon said Lots shall enter into a recordable instrument codifying all utility and storm drainage easements then existing on said Lots, and if any Lot shall not then have direct access to and from the public streets adequate for the purposes for which said Lot is then being used, said recordable instrument shall grant such access in perpetuity, all as appurtenant rights, and said recordable instrument shall grant to the owner of Lot B as appurtenant to Lot B the rights of use and maintenance with respect to Lot C provided in this Agreement.

Section 17.02. Liability. The rights and easements herein granted, the restrictions and obligations herein imposed and the agreements herein contained shall be rights, easements, restrictions, obligations and agreements running with the land and shall inure to the benefit of and be binding upon the owners of the Lots and their respective heirs, personal representatives, successors and assigns, including, but without limitation, all subsequent grantees, and all persons claiming under them, and any subsequent owners of any portion of the original Lots subject hereto, and all persons claiming under them, and if any Lot owner shall be comprised of more than one person or entity, such person(s) and/or entity(ies) shall be jointly and severally liable for the obligations and agreements on the part of such Lot owner hereunder. No owner shall be personally liable for any damages resulting from the breach of any of the provisions of this Agreement, except with respect to any such breach occurring during the time it is a record owner of the Lot or portion of any Lot, upon which or with respect to which such breach occurred. If any portion of a Lot shall be transferred of record, then the owner of any Lot shall be all such persons owning of record any portion of said Lot, and the record owner of a portion of a Lot shall have no

liability for breaches of any of the provisions of this Agreement, except with respect to any such breach occurring with respect to its portion of a Lot. Anything in this Agreement to the contrary notwithstanding, no owner shall have any monetary liability under this Agreement in excess of such owner's equity in the Shopping Center.

Section 17.03. Deeds. Each deed of any portion of the Shopping Center shall refer to this Agreement and shall include a provision therein which shall provide in substance that the grantee, by acceptance of the deed, agrees to observe and be bound by the terms, conditions and provisions of this Agreement.

ARTICLE XVIII ARBITRATION

Section 18.01. Arbitration. (a) In any circumstance in which this Agreement provides that a dispute shall be determined by arbitration, the arbitration shall be conducted in accordance with the following paragraphs.

(b) A party initiating arbitration proceedings may do so by giving notice to that effect to the other party. The notice shall designate a disinterested person as one of the arbitrators. The party which initiates arbitration is hereinafter referred to as the "first party". The other party is hereinafter referred to as the "second party". Within thirty (30) days after the initiation of the arbitration proceedings, the second party shall give notice to the first party designating another disinterested person as an arbitrator. Within the next thirty (30) days, the two arbitrators shall select a third disinterested person as a third arbitrator. The three arbitrators shall judge the dispute. If the second party shall fail to appoint a second arbitrator within the thirty (30) day period next following the notice initiating the arbitration, the arbitrator designated by the first party shall judge the dispute and the judgment of the first arbitrator shall be binding upon the parties. Each person designated or selected as an arbitrator shall have at least five (5) years' experience in the commercial real estate industry as a broker, lawyer, developer, tenant, tenant's representative, property manager or the like.

(c) If the two arbitrators appointed by the parties shall be unable to agree upon the appointment of a third arbitrator within the thirty (30) day period after the second arbitrator is designated, the two arbitrators shall give written notice of the failure to agree to each of the parties. If the parties shall fail to agree upon the selection of a third arbitrator within fifteen (15) days after the notice has been received, then within thirty (30) days thereafter, either party may apply for the appointment of a third arbitrator to the presiding justice of the existing session of the superior court within the county in which the Shopping Center is located.

(d) If any arbitrator so appointed shall, at any time, be unable or unwilling to serve, or to continue to serve, in such capacity, a replacement arbitrator shall be appointed by the person or persons who made the original appointment. Such replacement appointment shall be made within thirty (30) days after the need for such replacement appointment becomes known to the person or persons responsible for making the same. If such person or persons shall fail to appoint a replacement arbitrator within said thirty (30) day period, the replacement arbitrator shall be selected in the same manner as hereinabove provided in the event of the failure of such person or person to make the original appointment. A replacement arbitrator shall have the same standing and power as though originally appointed.

(e) The determination of the majority of the arbitrators shall be conclusive upon the parties. The arbitrators shall be directed to interpret and apply the terms of this Agreement. Judgment may be entered upon the award of the arbitrators by either party in the superior court for the county in which the Shopping Center is located.

(f) The obligation of the parties to submit a dispute to arbitration is limited to disputes arising under those provisions of this Agreement which specifically provide for arbitration. Each party to the arbitration shall pay one-half (1/2) of the cost thereof.

IN WITNESS WHEREOF, this instrument has been executed as a sealed instrument as of the 1st day of SEPTEMBER, 1989.

WITNESS:

LILAC ASSOCIATES

Kathleen Ragland

By: August Urbanek
Its General Partner
Print Name: August Urbanek

Kathleen Ragland

August Urbanek
AUGUST URBANEK

Judith M. Berg

THE SAMPSON SUPERMARKETS, INC.

By: Robert F. Wade
Its: TREASURER
Print Name: ROBERT F. WADE

STATE OF FLORIDA
Broward, ss.

MARCH 29, 1989

Personally appeared the above-named AUGUST URBANEK,
General Partner of LILAC ASSOCIATES, and acknowledged the foregoing
instrument to be his free act and deed in his said capacity and the
free act and deed of said limited partnership.

Before me,

Carol Cunningham
Notary Public
My commission expires: 5/31/91
Print Name: CAROL CUNNINGHAM
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAY 31, 1991
BONDED THRU GENERAL INS. UND.

STATE OF FLORIDA
Broward, ss.

MARCH 29, 1989

Personally appeared the above-named AUGUST URBANEK, and
acknowledged the foregoing instrument to be his free act and deed.

Before me,

Carol Cunningham
Notary Public
My commission expires: 5/31/91
Print Name: CAROL CUNNINGHAM
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAY 31, 1991
BONDED THRU GENERAL INS. UND.

STATE OF MAINE
CUMBERLAND, ss.

APRIL 4, 1989

Personally appeared the above-named ROBERT F. WADE,
TREASURER of THE SAMPSON SUPERMARKETS, INC., and
acknowledged the foregoing instrument to be his free act and deed
in his said capacity and the free act and deed of said Corporation.

Before me,

Betty A. Saucier
Notary Public
My commission expires: _____
Print Name: _____

BETTY A. SAUCIER
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES FEBRUARY 7, 1998

PAYMENT RIDER

This PAYMENT RIDER is attached to a RECIPROCAL OPERATING AND EASEMENT AGREEMENT (the "Agreement") dated September 1, 1989, between LILAC ASSOCIATES and AUGUST URBANEK and THE SAMPSON SUPERMARKETS, INC.

1. For the purposes of ARTICLE X of the Agreement, the ANNUAL FEE shall be Twenty-eight Thousand Eight Hundred Dollars (\$28,800.00).

2. The policies of public liability insurance required to be maintained by the owner of Lot A and the owner of Lot B pursuant to Section 4.02(c) of the Agreement each shall initially have a single base limit of not less than Five Million Dollars (\$5,000,000.00) per occurrence with respect to injuries to persons, and not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) with respect to damage to property, with excess coverage in each case under one or more umbrella policies so that total coverage, including both base and umbrella policy limits, is not less than Thirty Million Dollars (\$30,000,000.00).

LILAC ASSOCIATES

Kathleen Ragland

By: August Urbanek
Its General Partner
Print Name: August Urbanek

Kathleen Ragland

August Urbanek
AUGUST URBANEK

Judith Berg

THE SAMPSON SUPERMARKETS, INC.

By: Robert F. Wade
Its: TREASURER
Print Name: ROBERT F. WADE

EXHIBIT A

A certain tract or parcel of land, with the buildings thereon, situated in Rochester, Strafford County, State of New Hampshire, bounded and described as follows:

Beginning at an iron pipe in the southeasterly sideline of Wakefield Street, also being Route 16, at the westerly corner of the parcel herein described and at land of Sam H. Ackerman, Vincent A. Depalo, Ronald W. Koenig and Carl Zotter; thence running northeasterly by said Wakefield Street along the arc of a curve to the left having a radius of One Thousand Five Hundred and Nineteen Feet (1,519'), a distance of Four Hundred Forty-Two and Fifty-Five Hundredths Feet (442.55') to an iron pipe; thence continuing North twenty degrees fourteen minutes twenty seconds East (N 20° 14' 20" E) still by said Wakefield Street Fifty-Eight and Eighty-Five Hundredths Feet (58.85') to a P.K. spike set in the pavement; thence turning and running South sixty-three degrees twenty-one minutes forty seconds East (S 63° 21' 40" E) Three Hundred Ten and Twenty-Four Hundredths Feet (310.24') to a P.K. spike set in the pavement; thence turning and running North twenty-six degrees thirty-eight minutes twenty seconds East (N 26° 38' 20" E) Two Hundred Six and Eighty-One Hundredths Feet (206.81') to land now or formerly of The Sampson Supermarkets, Inc.; thence turning and running South seventy degrees forty minutes zero seconds East (S 70° 40' 00" E) by said land of The Sampson Supermarkets, Inc. Two Hundred Thirty-one and Fifty-Nine Hundredths Feet (231.59') to land now or formerly of Tamposi, Nash and Therrien; thence continuing South seventy degrees forty minutes zero seconds East (S 70° 40' 00" E) Seventy-Two and Fifty Hundredths Feet (72.50') to an iron pipe; thence North seventy-three degrees twenty minutes zero seconds East (N 73° 20' 00" E) Five Hundred Thirty Feet (530') to a steel stake; thence continuing North seventy-three degrees twenty minutes zero seconds East (N 73° 20' 00" E) One Hundred Sixty-Two and Seventy Hundredths Feet (162.70'), all by land of said Tamposi, Nash and Therrien to an iron pipe at land of Strafford Mobile Homes Sales Inc.; thence turning and running South ten degrees thirty minutes forty seconds East (S 10° 30' 40" E) by said Strafford Mobile Homes Sales Inc. Seven Hundred Sixty-Seven and Thirty-Four Hundredths Feet (767.34') to an iron pipe at land of Sam H. Ackerman, et al.; thence turning and running South sixty-eight degrees twenty-nine minutes zero seconds West (S 68° 29' 00" W) Nine Hundred Ninety-Two and Thirty-Four Hundredths Feet (992.34') to an iron pipe; North thirty-seven degrees twenty-eight minutes thirty-five seconds West (N 37° 28' 35" W) Three Hundred Eleven and Eighteen Hundredths Feet (311.18') to a steel stake; and North sixty-three degrees forty-six minutes fifty seconds West (N 63° 46' 50" W) Six Hundred Forty-Five and Eighty-Three Hundredths Feet (645.83'), all by land of said Sam H. Ackerman, et al. to Wakefield Street and the point of beginning; containing 25.94 acres, more or less.

EXHIBIT B

A certain lot or parcel of land together with the buildings thereon situated on the Easterly side of Route 16 (Wakefield Street) in the City of Rochester, County of Strafford, State of New Hampshire and being bounded and described as follows:

Beginning on the easterly sideline of said Route 16 at the northwesterly corner of the parcel of land conveyed to Lilac Associates by Pantlin and Chananie Property Company by Deed dated March 26, 1978 and recorded in the Strafford County Registry of Deeds in Book 1011, Page 514;

Thence by said land of Lilac Associates South seventy degrees forty minutes East (S 70° 40' E) Five Hundred Eighty Feet (580') to land now or formerly of Tamposi, Nash and Therrien;

Thence by said land now or formerly of Tamposi, Nash and Therrien North nineteen degrees twenty-two minutes fifteen seconds East (N 19° 22' 15" E) Seven Hundred One and Twenty-Two Hundredths Feet (701.22') to a point;

Thence continuing by said land of Tamposi, Nash and Therrien North seventy degrees thirty-six minutes forty seconds West (N 70° 36' 40" W) Three Hundred Eighty and no Hundredths Feet (380.00') to land now or formerly of Florence Hurley;

Thence by said land of Florence Hurley South nineteen degrees twenty-three minutes twenty seconds West (S 19° 23' 20" W) One Hundred One and Fifty Hundredths Feet (101.50') to a point;

Thence continuing by said land of Florence Hurley North seventy degrees twenty-six minutes thirty-five seconds West (N 70° 26' 35" W) Two Hundred and no Hundredths Feet (200.00') to said easterly sideline of Route 16;

Thence by said Route 16, South nineteen degrees twenty-three minutes twenty seconds West (S 19° 23' 20" W) Six Hundred and Eighty-Eight Hundredths Feet (600.88') to the point of beginning.

The total area of the above-described parcel being 8.87 acres.

The above-described courses being magnetic of the year 1974.

EXHIBIT C

A certain lot or parcel of land, together with the buildings thereon, situated on the easterly side of Route 16 (Wakefield Street) in the City of Rochester, County of Strafford, State of New Hampshire, and being bounded and described as follows:

Beginning on the easterly sideline of said Route 16 at a point which is South seventy degrees forty minutes East ($S 70^{\circ} 40' E$), a distance of Seventeen and No Hundredths (17.00) feet from a reinforcing rod set at the southwesterly corner of the parcel of land conveyed by David C. and James E. Fisher to The Sampson Supermarkets, Inc. by Deed dated February 1, 1988, and recorded in the Strafford County Registry of Deeds in Book 1367, Page 273;

Thence by said land of The Sampson Supermarkets, Inc. South seventy degrees forty minutes East ($S 70^{\circ} 40' E$) Three Hundred Thirty-One and Forty-One Hundredths Feet (331.41') to a P.K. spike set in the pavement;

Thence South twenty-six degrees thirty-eight minutes twenty seconds West ($S 26^{\circ} 38' 20'' W$) Two Hundred Six and Eighty-One Hundredths Feet (206.81') to a P.K. spike set in the pavement;

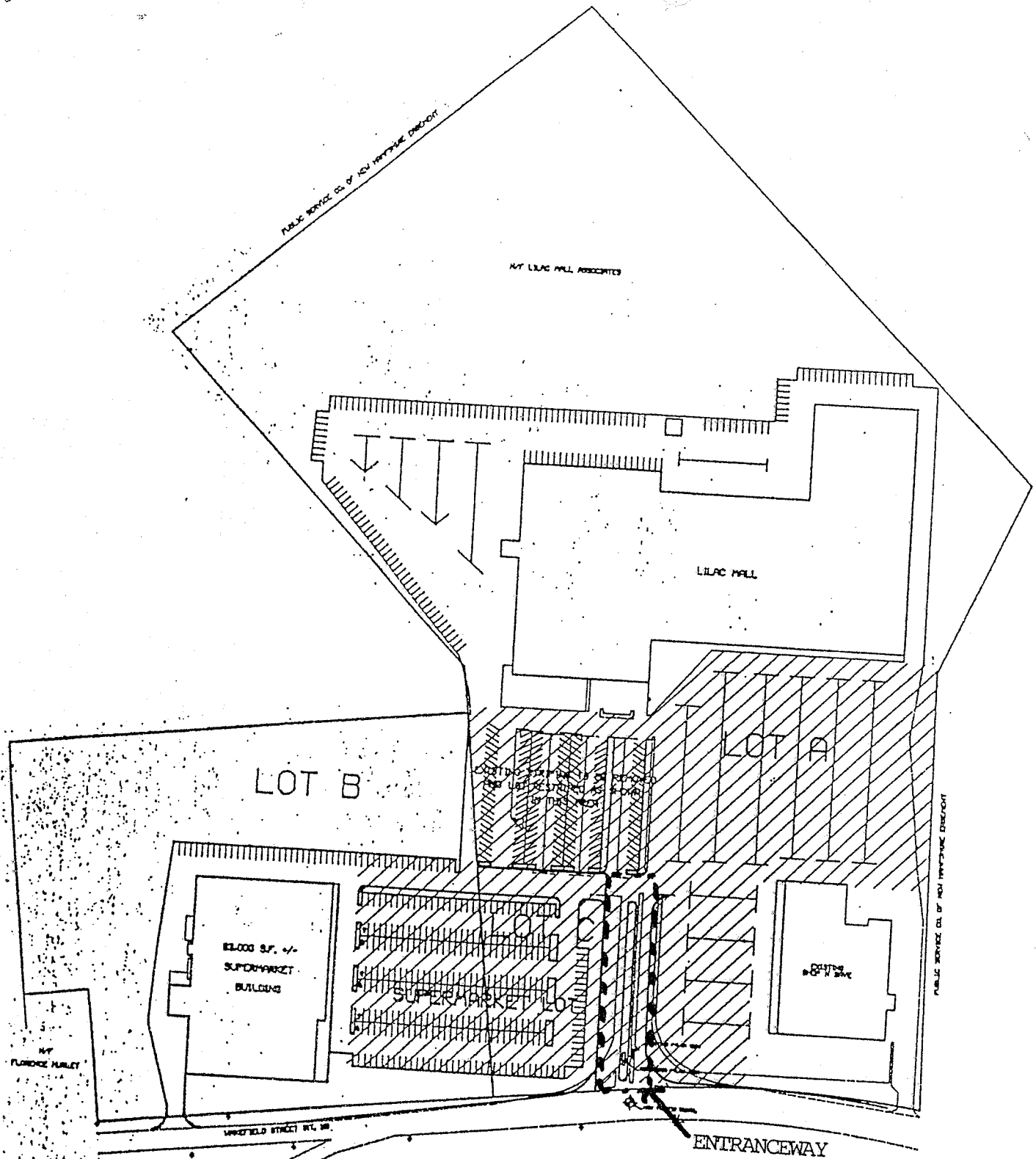
Thence North sixty-three degrees twenty-one minutes forty seconds West ($N 63^{\circ} 21' 40'' W$) Three Hundred Ten and Twenty-Four Hundredths Feet (310.24') to a P.K. spike set in the pavement at the easterly sideline of Route 16;

Thence by the easterly sideline of said Route 16 North twenty degrees fourteen minutes twenty seconds East ($N 20^{\circ} 14' 20'' E$) One Hundred Sixty-Five and Sixty-Three Hundredths Feet (165.63') to said land of The Sampson Supermarkets, Inc. and the point of beginning.

The area of the above-described parcel being approximately 1.4 acres.

The above-described courses refer to Magnetic North of the year 1974.

EXHIBIT D



NO BUILD AREA

SITE PLAN