

Offering Memorandum
For Sale | Business Park Sites

Enterprise Park

DOVER, NH 03820



Foster's Daily Democrat



VENTURE DRIVE

CRAMER FABRICS INC.
INDUSTRIAL TEXTILES

PRODUCTION DRIVE

SIXTH STREET

Colliers
INTERNATIONAL

PRESENTED BY:

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david.choate@colliers.com

COLLIERS INTERNATIONAL
500 Market Street, Suite 9
Portsmouth, NH 03801
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LIST PRICE

\$60,000/buildable acre

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ENTERPRISE PARK

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> PROPERTY INFORMATION

COLLIERS INTERNATIONAL

Executive Summary

Enterprise Park is the perfect place for your company to site its next building. It is a master planned industrial/commercial park with 38 upland acres of land still available. The land parcels range in size from 1 acre to 12 acres. Preliminary building footprints for these parcels suggest that the park can accommodate several additional 10,000 to 20,000 SF buildings in the future. However, one parcel appears capable of supporting a building of up to 100,000 SF.



The land is owned by the City of Dover through the Dover Business and Industrial Development Authority (“DBIDA”). This group has set the price of land at \$60,000 per upland acre, about 20% below the market, as an incentive for companies to locate in the park and to bring additional jobs to the community. Under certain circumstances, DBIDA has also been willing to enter into lease purchase agreements with companies seeking to develop in the Park. More details on this option are available upon request.

DBIDA has historically subdivided the property as necessary to suit a company’s needs. This remains the case except for two lots on Quality Way of approximately 3.49± and 2.61± acres. Almost 13 of the 38 acres will require constructing a new road to reach them.

The zoning in Enterprise Park is I-4. This zoning allows for warehouse and distribution businesses, industrial research and testing facilities, as well as a number of office uses. While the I-4 Zone requires 5 acres of land, owners may purchase as little as one acre by setting aside valuable wetlands elsewhere in the Park to reach the 5 acre total. This is known as a “Transfer of Development Rights.” The Transfer of Development Rights also allows more intensive development on the high ground.

Recently, Enterprise Park was designated as an “Economic Revitalization Zone” (ERZ), which provides tax incentives to companies that expand or locate at Enterprise Park. A full description of the enabling legislation is included with this marketing package.

The park is served by City utilities for water and sewer. Properties with frontage on Innovation Way will require bringing water and sewer from the cul-de-sac, as well as electricity and gas from Venture Drive. All utilities run the length of Quality Way. Electricity is provided by Eversource and natural gas is available from Unitil.

Enterprise Park is governed by Protective Covenants designed to maintain the long-term integrity of the Park. There are provisions in the covenants for DBIDA to review all proposed buildings or expansions, façade changes, landscaping and signage. Outside storage must be screened. The covenants provide for a tenant’s association to be formed to govern the Park with DBIDA, although one has not yet been formed.

Recent companies to locate in the park include HM Machine, JSR Merchandising, and MF Blouin. There is a full roster of tenants on page 3 of this booklet.

Enterprise Park is located less than a mile from the Spaulding Turnpike, a four lane controlled access highway. Just beyond the highway is the area known as Weeks Crossing, a district of considerable commercial activity including hotels, restaurants and shopping.

Enterprise Park Tenant List

COMPANY	PHONE	OWNER/MANAGER
Vygon Corp. (formerly Churchill Medical) 87 Venture Drive (D-14-4)	+1 603 743 5988	John Sasso
Certified Retail Solutions 17 Production Drive (D-13-2)	+1 603 516 1700	Scott Johnson Bill Lovejoy
Country Kitchen 53 Venture Drive (D-14-3A)	+1 603 742 8535	Eric Benker
JSR Merchandising 111 Venture Drive (D-11-3)	+1 603 742 4377	Wes Bockley
Certified Retail Solutions 1 Quality Way (D-11-4)	+1 603 516 1700	Scott Johnson Bill Lovejoy
Cramer Fabrics 20 Venture Drive (D-13-1 plus 2 other parcels)	+1 603 742 3838	Annette Studebaker
Devin-Moisan Auctioneers 67 Venture Drive (D-14-1)	+1 603 953 0022	Devin Moisan
HM Machine 44 Venture Drive	+1 603 948 1178	Andrew Hussey
SMG II / Foster's Daily Democrat 150 Venture Drive (D-9-A; now 4 lots)	+1 603 436 1800	John Tabor
Frito Lay 71 Venture Drive (D-14-2)	+1 603 749 4337	Jeff Gray
MF Blouin 27 Production Drive (D-13-3)	+1 603 742 0104	David Zoia Mike Mazza
Future Automation, Inc 127 Venture Drive (D-11)	+1 603 742 9181	Richard Clare
Heine USA 10 Innovation Way (D-11-9; D-11-9SND)	+1 603 742 7201	Ben St. Jean
The Closet Connection 69 Venture Drive, Unit 1	+1 603 742 1131	Tony Wold
Calling All Cargo 69 Venture Drive, Unit 2	+1 603 740 1900	Mike Carlton
Intellitech Corporation 69 Venture Drive, Unit 3	+1 603 750 7116	CJ Clark

For Sale > Land

Enterprise Park Dover, New Hampshire

- \$60,000 per buildable acre
- Potential lots as small as 1 acre or as large as 12 acres
- Zoning: I-4
- Utilities:
 - City water
 - City sewer
 - Natural gas
- Transfer of Development Rights (allows for development of small lots while preserving wetlands)
- Located off Sixth Street in City's exploding "North Side"
- Close to amenities such as hotels, restaurants and shopping
- Easy access to Spaulding Turnpike



For additional information please contact:

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www.colliers.com/NewHampshire

www.enterpriseparkdover.com

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ENTERPRISE PARK

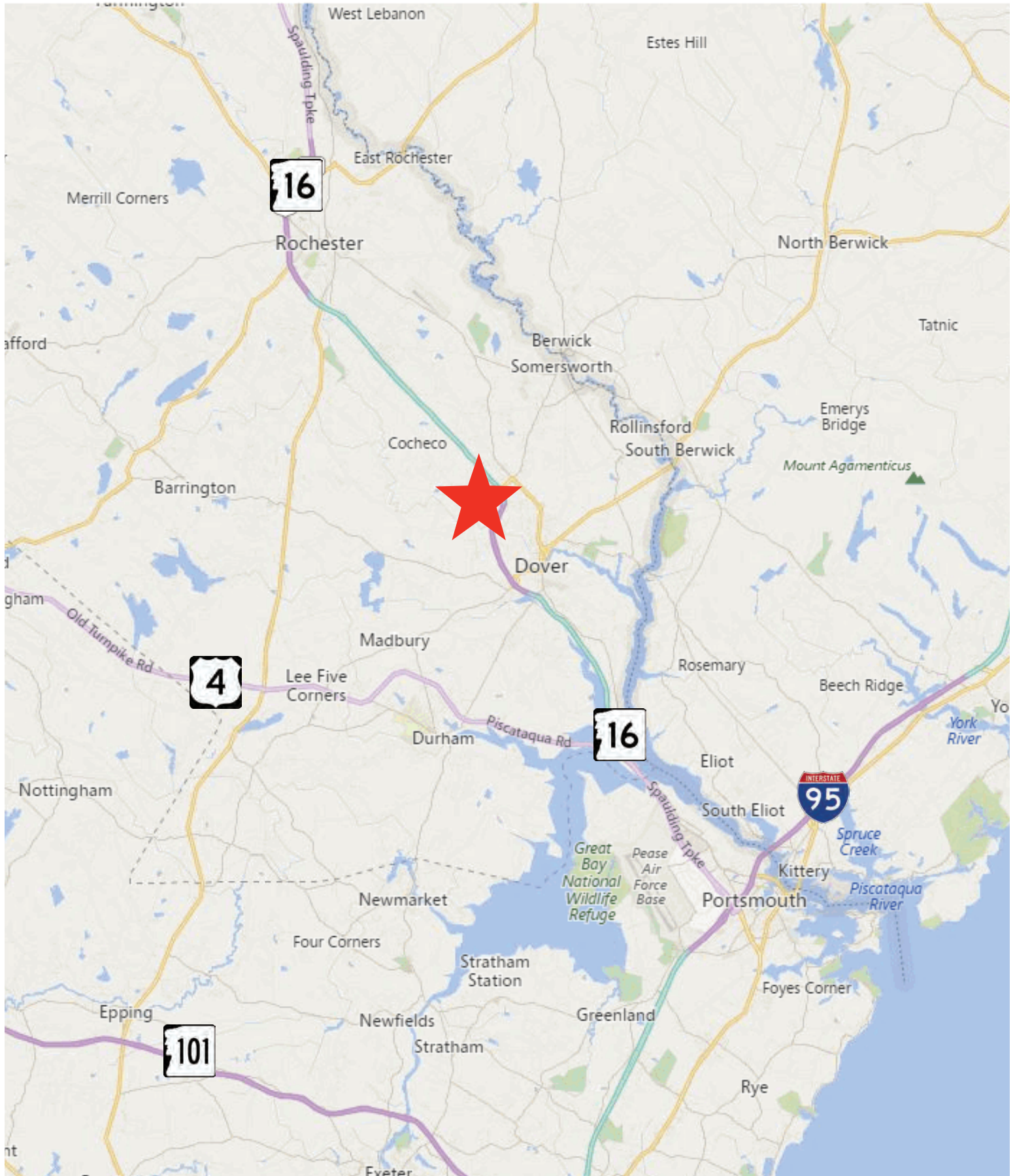
Offering Memorandum

For Sale | Business Park Sites

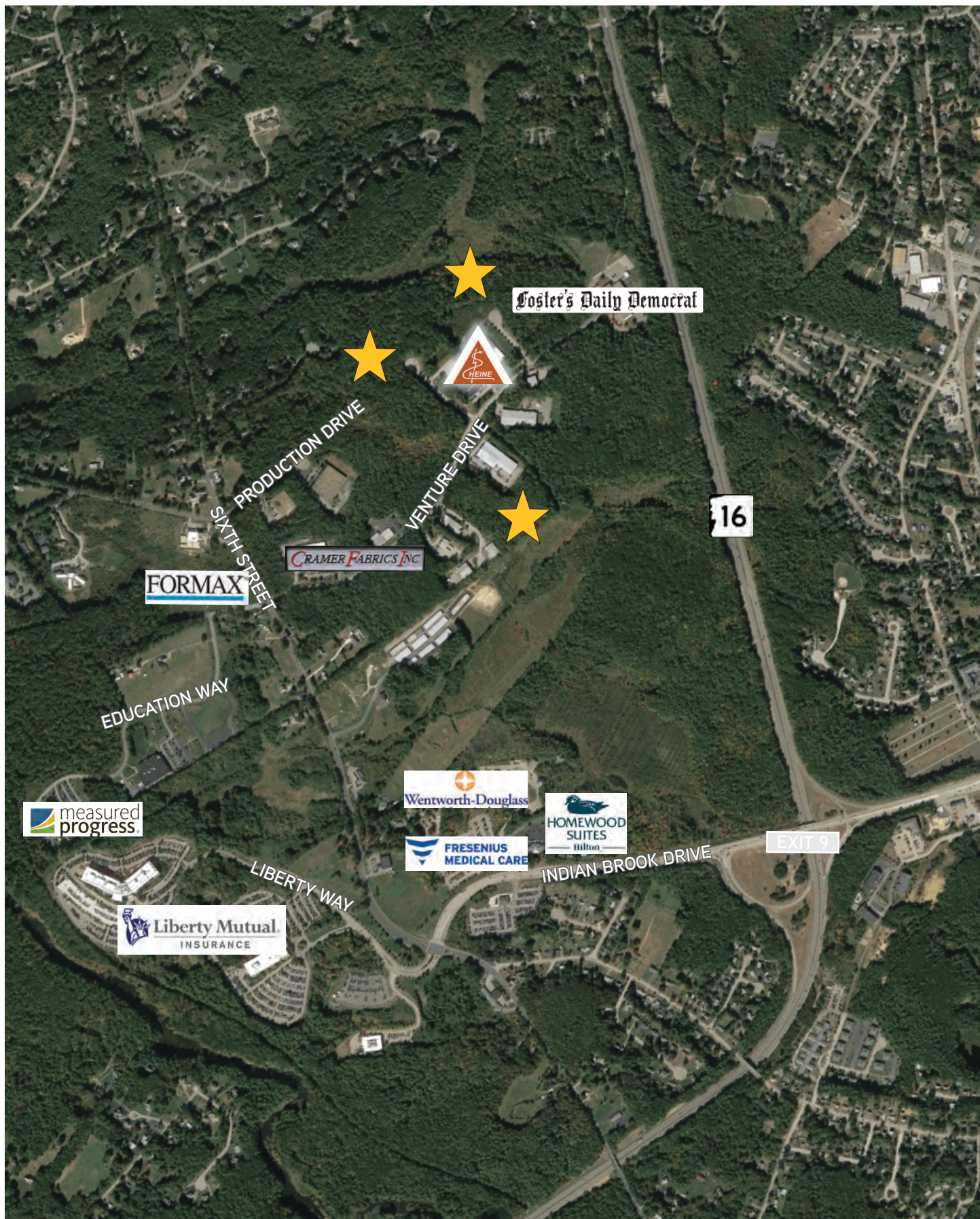
> SITE INFORMATION

COLLIERS INTERNATIONAL

Locator Map



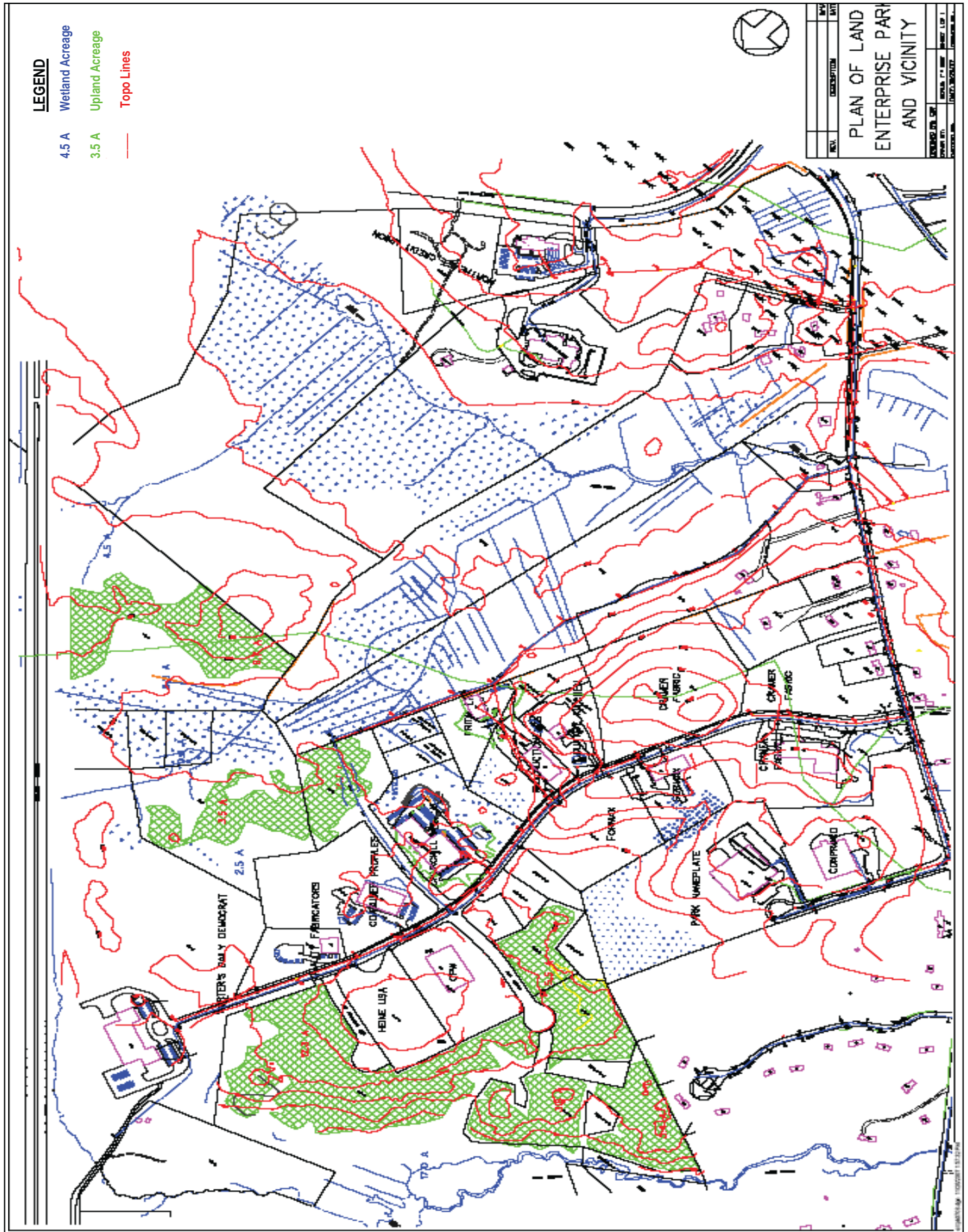
Aerial



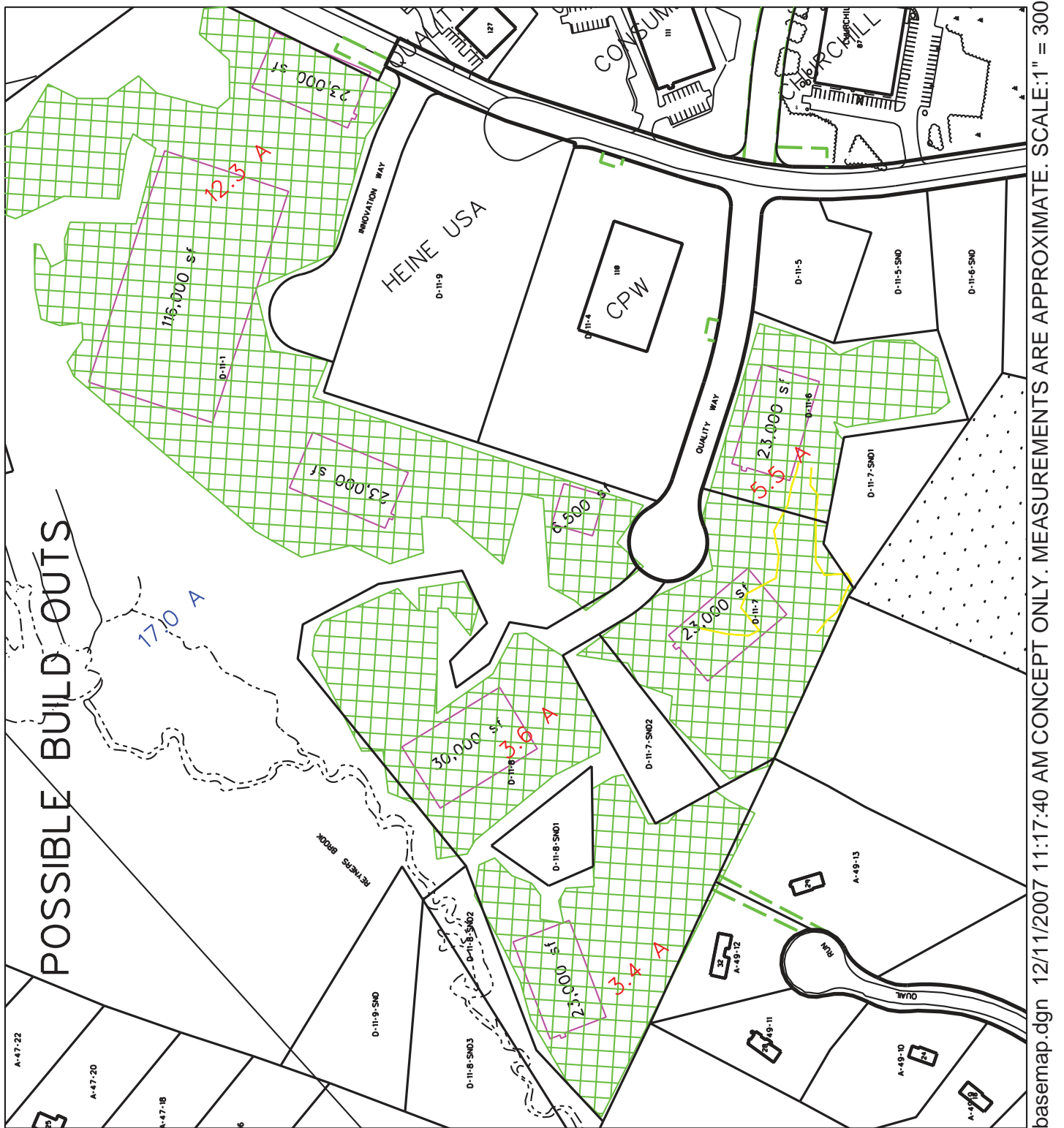
Site Plans

The following pages show three site plans. The first page shows the entire park with topography and wetlands. The topography is generally gentle throughout the park in the upland areas. The second page shows possible building configurations for prospective site areas to the west of Venture Drive. It is important to understand that these are not lots but only suggested configurations. It is also important to understand that these buildings were derived from GIS data and do not have the accuracy of engineered drawings. The third drawing shows prospective buildings to the east of Venture Drive accessed from a new road to be built across from Quality Way.

Site Plans CONT



Site Plans CONT

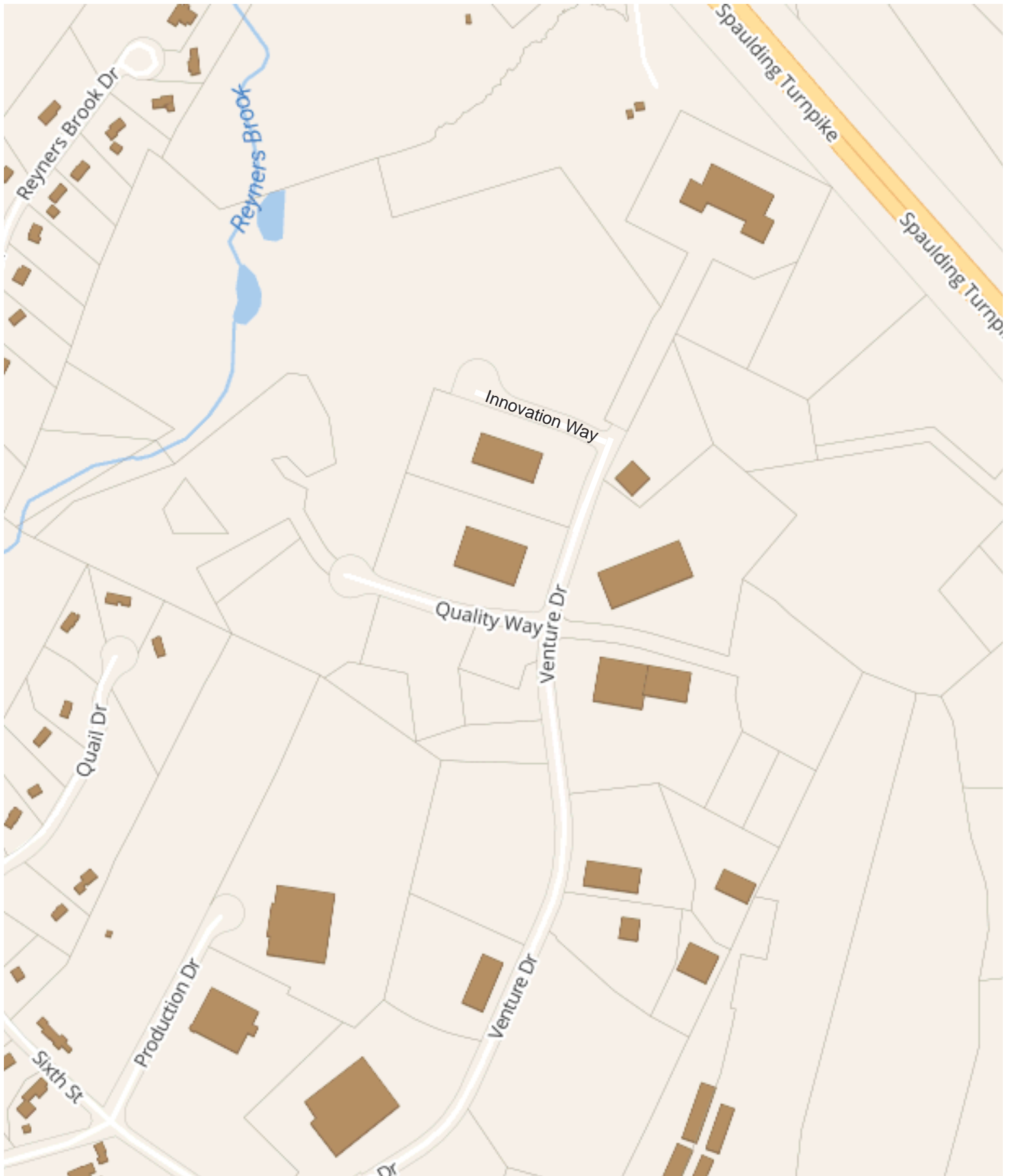


basemap.dgn 12/11/2007 11:17:40 AM CONCEPT ONLY. MEASUREMENTS ARE APPROXIMATE. SCALE: 1" = 300'

Site Plans CONT



Tax Map



ENTERPRISE PARK

Offering Memorandum

For Sale | Business Park Sites

> ENTERPRISE PARK COVENANTS

COLLIERS INTERNATIONAL

DOVER BUSINESS AND INDUSTRIAL DEVELOPMENT AUTHORITY

Protective Covenants Checklist

Enterprise Park

Landscaping

It shall be the property owner's responsibility to plan, provide and maintain landscaping on their property and within adjacent public rights-of-way.

Site Development

All buildings, parking and service areas shall be located on the site in a manner that maximizes the aesthetic quality of the site. Loading docks, storage and service areas shall be in the rear of buildings when possible. Natural vegetation, grade changes, constructed screening and landscaping shall be used when possible to further minimize the visibility of loading docks, storage and service areas. Parking areas shall not consist of large expanses of pavement, but rather be decentralized into smaller areas with attractive landscaping. Parking areas shall be at least partially screened.

Exterior Construction

All buildings shall contain a main entrance clearly identified by design features, materials and placement. The architectural design and the use of multiple building materials shall be used to create and maintain an aesthetically pleasing facility. The use of unaltered stock designs from building manufacturer is strongly discouraged. The involvement of an architect on the planning/design team is strongly encouraged.

Signage

A. No sign shall be erected or maintained on the property except in conformity with the City of Dover Sign Ordinance and the following, whichever is the more restrictive:

- 1). Each building may erect one identification sign not to exceed thirty-two (32) square feet in size and six (6) feet in height if located fifty (50) or less feet from a right-of-way or fifty (50) square feet in size and eight (8) feet in height if located more than fifty (50) feet from a right-of-way. This sign may be free standing or wall mounted, but not projecting.
- 2). In addition, each building adjoining the Spaulding Turnpike right-of-way may erect one identification sign to be viewed from this right-of-way not to exceed one hundred (100) square feet in size and ten (10) feet in height. This sign may be free-standing or wall mounted, but not projecting.
- 3). In addition, for multi-tenant buildings, there may be one accessory wall sign identifying each tenant, not to exceed ten (10) square feet in size at the tenant's entry.

4). Temporary construction signs identifying the architect, owner, contractor or others shall not exceed thirty-two (32) square feet on any face and eight (8) feet in height.

B. The name of The Park may not be used in the name of any building or project on the property or in the name of the Owner of any portion of the property in its advertising or other dealings with the public without prior written consent of DEDC.

Accessory Outdoor Storage

No materials, supplies, or equipment, including any trucks, trailers and garbage and refuse containers, shall be stored or parked in any area on the property other than areas which are screened from view from the streets by buildings, grade changes, screens or fences.

Fences and Walls

Fences enclosing portions of the property shall be permitted. Landscape material may be required to conceal such fencing. Perimeter fencing shall not be allowed.

Exterior Illumination

Illumination will be permitted on exterior walls facing streets, and for all parking areas, walkways and between buildings provided there is no unreasonable overlapping of light onto other property or disturbing glares.

Utilities

All "on-site" electrical lines and connections, CTV and telephone lines and/or other utilities located within any lot shall be placed underground unless otherwise approved in writing by DEDC. Transformers and terminal equipment shall be visually screened from public streets.

PROTECTIVE COVENANTS

ENTERPRISE PARK

As recorded at the Strafford County Register of Deeds on January 13, 1993 as
Book 1654, Page 151 - 161

*Protective Covenants
Enterprise Park
December 1992*

1

DECLARATION OF PROTECTIVE COVENANTS AND PERFORMANCE STANDARDS

ENTERPRISE PARK
Dover, New Hampshire

KNOW ALL MEN BY THESE PRESENTS

This declaration is made this 10th day of December 1992 by Dover Industrial Development Authority, (hereinafter called DIDA).

ARTICLE I INTRODUCTION

WHEREAS, DIDA, a New Hampshire corporation, is the owner, or agent of the owner, of certain lands and premises, situated in Strafford County, City of Dover, New Hampshire, and as hereinafter more particularly described in "Exhibit A" attached hereto, as hereinafter referred to as THE PARK and

WHEREAS, DIDA desires to adopt, prescribe and impose certain protective covenants and standards so as to enhance the property and property value for owners within the Park and to assist property owners smoothly through Dover's land use regulatory process, as well as to provide a uniform plan of development and meeting City goals.

NOW THEREFORE, DIDA does hereby impose on the property the following conditions, covenants, and restrictions (hereinafter collectively called Protective Covenants), which shall be covenants running with the land and shall be binding upon any purchaser, grantee, owner or lessee of any land or building in The Park and their respective heirs, executors, administrators, devisees, successors and assigns.

The term DIDA as used herein, shall mean Dover Industrial Development Authority, or its successors, or any person, partnership, corporation, or other entity to which DIDA may convey all or substantially all of the land described in Exhibit "A" for purposes of continuing the development of said lands and to whom DIDA assigns in writing its rights hereunder. DIDA may at any time and from time to time, by instrument filed for record in the office of the Register of Deeds of Strafford County, New Hampshire, appoint any person, firm or corporation as agent and attorney-in-fact to act and perform any act, function or duty of DIDA hereunder. Except as specifically defined herein, all words used in this document have their customary dictionary definitions. Where differences may occur in definition of a particular word which pertains to development, construction, zoning, platting and/or building permits, the definitions listed in the Zoning Ordinance of the City of Dover, New Hampshire shall apply.

ARTICLE II LAND USE REGULATIONS

- 2.1 No use of any portion of The Park shall be permitted which in the opinion of DIDA is offensive or otherwise undesirable by reason of odor, fumes (noxious or toxic), dust, smoke, heat, vibration, illumination or glare, noise, pollution or by product, electrical disturbances, radiation, drainage, excavation or any use which is hazardous by reason of fire or explosion. DIDA shall not be liable to any person or entity as a result of DIDA approving or disapproving any uses within The Park or DIDA's failure to enjoin or prevent any use.

ARTICLE III ARCHITECTURAL AND AESTHETIC STANDARDS

3.1 Landscaping. It shall be the property owner's responsibility to plan, provide and maintain landscaping on their property and within adjacent public rights-of-way.

3.2 Site Development. All buildings, parking and service areas shall be located on the site in a manner that maximizes the aesthetic quality of the site. Loading docks, storage and service areas shall be in the rear of the buildings when possible. Natural vegetation and grade changes shall be used when possible to further minimize and visibility of loading docks, storage and service areas. Constructed screening or landscaped screening may be used when natural screening is not practical. Parking areas shall not consist of large expanses of pavement, but rather be decentralized into smaller areas with attractive landscaping. Parking areas shall be at least partially screened.

3.3 Exterior Construction. All buildings shall contain a main entrance clearly identified by design features, materials and placement. The architectural design and the use of multiple building materials shall be used to create and maintain an aesthetically pleasing facility. The use of unaltered stock designs from building manufacturers is strongly discouraged. The involvement of an architect on the planning/design team is strongly encouraged.

3.4 Sign Restrictions.

A. No sign shall be erected or maintained on the property except in conformity with the City of Dover sign Ordinance and the following, which ever is the more restrictive:

(1) Each building may erect one identification sign not to exceed thirty-two (32) square feet in size and six (6) feet in height if located fifty (50) or less feet from the right-of-way of fifty (50) square feet in size and eight (8) feet in height if located more than fifty (50) feet from a right-of-way. This sign may be free-standing or wall mounted, but not projecting.

right-of-way may erect one identification sign to be viewed from this right-of-way not to exceed one hundred (100) square feet in size and ten (10) feet in height. This sign may be freestanding or wall mounted, but not projecting.

(3) In addition, for multi-tenant buildings, there may be one accessory wall sign identifying each tenant, not to exceed ten (10) square feet in size at that tenant's entry.

(4) Temporary construction signs identifying the architect, owner, contractor or others shall not exceed thirty-two (32) square feet on any face and eight (8) feet in height.

(5) DIDA's signs advertising The Park shall be permitted.

B. The name of The Park may not be used in the name of any building or project on the property or in the name of the owner of any portion of the property in its advertising or other dealings with the public without the prior written consent of DIDA.

3.5 Accessory Outdoor Storage. No materials, supplies, or equipment, including any trucks or trailers and garbage and refuse containers, shall be stored or parked in any area on the property other than areas which are screened from view from the streets by the buildings, grade changes, screens or fences.

3.6 Fences and Walls. Fences enclosing portions of the property shall be permitted. Landscape materials may be required to conceal such fencing. Perimeter fencing shall not be allowed.

3.7 Exterior Illumination. Illumination will be permitted on exterior walls facing streets, and for all parking areas, walkways and between buildings provided there is no unreasonable overlapping of light onto other property or disturbing glares.

3.8 Utilities. All "on-site" electrical lines and connections, CTV and telephone lines and/or other utilities located within any lot shall be placed underground unless otherwise approved in writing by DIDA. Transformers and terminal equipment shall be visually screened from public streets.

ARTICLE IV APPROVAL OF PLANS AND CONSTRUCTION OF IMPROVEMENTS

4.1 Architectural Review and Approval. All construction and development in The Park, including parking areas, landscaping and signs, as well as any exterior changes to same, shall be submitted in to and approved by DIDA. The proposals shall include building elevations and other appropriate graphics to allow a full understanding of the proposal. DIDA shall advise in writing the party submitting the plans and specifications of (1) the approval thereof, (2) additional information required or (3) the segments or features which are deemed by DIDA to be inconsistent with or not in conformity with these Protective Covenants. In the event DIDA does not, within thirty (30) days after receipt of plans and specifications, give written notice of the disapproval, information needed or objection to features thereof, the approval of DIDA shall be deemed to be given. All improvements within The Park shall be constructed in accordance with plans and specifications as the same may have been finally approved by DIDA. DIDA shall not, however, under any circumstances in connection with its approval or disapproval of drawings and specifications, including without limitation, any liability based on soundness of construction, adequacy of drawings and specifications or otherwise.

ARTICLE V MAINTENANCE

5.1 Maintenance of Privately Owned Areas.

- A. The owners or lessees, jointly and severally, of lots or tracts within The Park shall have the duty of and responsibility for keeping that portion of property, including the land, buildings, appurtenances, and landscaping owned or occupied in a well maintained, safe, clean and attractive condition at all times. Such maintenance shall include, but not be limited to, the following:
- (1) Prompt removal of all litter, trash, and waste;
 - (2) Lawn mowing, tree and plant trimming and pruning;
 - (3) Watering of all lawns and garden areas and keeping the same alive and free of weeds;
 - (4) Maintaining the exterior lighting and mechanical facilities in good working order;
 - (5) Maintaining the parking areas, walks, driveways, and roads clean, appropriately marked and in good repair;
 - (6) The repainting of all painted improvements so all such painting is maintained in a neat fashion;
 - (7) Repairing of all exterior damage to any building, sign or other improvements from any cause whatsoever;
 - (8) Maintenance of drainage canals, easements and rights-of-way, if any, which are adjacent to the owner or occupied lots or tracts. Maintenance is not intended to mean the construction or reconstruction of public roadways.

- B. Enforcement. If, in the opinion of DIDA, any such owner or lessee fails to properly maintain any portion of The Park for which it is responsible, DIDA may give such Owner or Lessee, or both, notice of such fact; and such Owner and/or Lessee must, within (10) days of such notice, undertake the care and maintenance required to restore said Owner's or Lessee's property to a safe, clean and attractive condition. Should any such Owner and Lessee fail to fulfill this duty and responsibility after such notice, then DIDA shall have the right and power to perform such care and maintenance, and Owner or Lessee (and both of them) of the property on which such work is performed by DIDA shall be liable for the cost of any such work and shall promptly reimburse DIDA for the cost thereof. If such Owner or Lessee shall fail to so reimburse DIDA within thirty (30) days after being billed therefore by DIDA then said cost shall be a debt of such Owner or Lessee (and both of them), payable to DIDA and shall be secured by a lien against any such Owner's and Lessee's property. Such lien shall be subordinate and inferior to all liens securing amounts due or become due under any first lien mortgage (vendor's lien and/or deed of trust lien) held by a bonafide financial institution (i.e. state or federal bank or life insurance company) affecting the lot or tract subject to such charge which first lien mortgage has been filed for record in Strafford County, New Hampshire, prior to the date the charge of DIDA for maintenance or repairs becomes due and payable. Any foreclosure by the holder of such first mortgage liens, whether by power or sale as set out in the deed or trust or other security instruments, or through court proceedings, shall cut off and extinguish the liens in favor of DIDA securing charges which had become due and payable to DIDA prior to such foreclosure date, provided however, that such foreclosure shall not remove or free any property from liens securing charges thereafter becoming due and payable under this paragraph nor shall the personal obligation to DIDA of any property Owner or Lessee foreclosed upon be extinguished by any foreclosure.
- C. DIDA may, upon the breach of these covenant by an owner or Lessee of Owner, without being liable for trespass or other prosecution, or for any claim for damages, enter upon the property and do whatever the Owner or Lessee is obligated to do and the Owner and/or tenant, jointly and severally, agree to reimburse DIDA on demand for any expenses which DIDA may incur in effecting compliance of the Owner's or Lessee's obligations under these Protective Covenants. The Owner, and all Lessees of Owner, further agree that DIDA shall not be liable for any damages resulting to Owner or Lessees of the property arising from such action, whether caused by negligence of DIDA or otherwise.
- D. DIDA may, at anytime, assign the enforcement powers of the preceding section to the Property Owners Association within The Park or another group of property owners which includes The Park by executing and recording in the Strafford County Real Property Records an assignment of the enforcement powers.

5.2 Maintenance of Common Areas. DIDA may, at its option, maintain all of the common areas of the property including, for example all or portions of private roads, sidewalks, lighting, medians, parkways, wetlands, drainage, facilities, entrance and directional signs, and the costs thereof (excluding any costs of the initial construction of such subdivision improvements) shall be assessed to the Owner of portions of the property as set out below, and which assessments shall be secured by a lien upon the Property of each Owner, on the same terms as the liens set out in Sections 5.1B of the Protective Covenants.

- A. "Common Areas" and/or "common facilities" as used in this Section 5.2 and elsewhere in the covenants shall mean and include common wetland areas, general identification and directional signs for The Park, landscaped areas and walkways on common land and other facilities and land in or adjacent to The Park, as designate by DIDA from time to time.

- B. DIDA shall maintain these common areas and facilities, including but not limited to, the prompt removal of all litter, trash and waste; mowing, tress and plant watering, fertilization, replacement, trimming and pruning; maintenance of drainage facilities and general signs of The Park; and the providing of such general security service as DIDA deems appropriate.
- C. All costs of the common area maintenance and improvement, to enhance and beautify common areas and all other such similar expenses incurred by DIDA in its discretion, in good faith to maintain and beautify the common areas and carryout these Protective Covenants, shall be assessed to and shared by the owners as set out below.
 - (1) The common maintenance expenses shall be allocated between Owners of the Project in proportion to the land area owned by each Owner to the total buildable land area. DIDA shall pay the assessment for that area of the project, subject to the assessment, owned by DIDA. The total land area may be increased by the addition of other land within The Park by imposing similar maintenance obligations upon the additional land.
 - (2) DIDA shall first calculate the total buildable land area. Buildable land area excludes roads, streets and wetlands. Cross-country utility easements are included in the buildable land area. DIDA shall then estimate the annual expense for maintenance of the common areas/facilities, and the Owners of property within The Park, and subject to these restrictions, shall remit one-twelfth (1/12) the amount of such estimate to DIDA monthly. On or before January 30 of each calendar year, DIDA shall provide each of the Owners with an itemized accounting of all common expenses incurred including a five (5%) administrative charge by DIDA, within the preceding 12 month period (from January 1 through December 31). Based upon said accounting, the Owners shall remit to DIDA the difference between the expenses allocated to said Owner's property and the sums actually paid for the preceding year, or the Owner shall be entitled to a credit against next succeeding monthly assessments for the amount of any surplus which may have been collected by DIDA. DIDA may increase or decrease the estimate of the annual maintenance charge at any time. The books and records of DIDA for the maintenance of the common areas shall be open to each Owner's inspection at reasonable business hours at DIDA's office of 48 hours written notice.
- D. If any Owner, or Lessee of such Owner shall fail to pay DIDA either the monthly assessment of the year-end adjustment, then the sums due DIDA shall be a debt of such Owner or Lessee (and both of them), payable to DIDA and shall be secured by a lien against any such Owner's or Lessee's property upon the same terms as the lien described in Article 5.1B of the Protective Covenants.
- E. Notwithstanding any obligations undertaken by DIDA to maintain the common areas and facilities, it shall be the obligation of the Owner of the property, of which a platted drainage easement is a part, to maintain the portion of the drainage easement owned by the individual Owner.
- F. Notwithstanding any obligations which may be assumed hereby, DIDA shall not be responsible for any damage, destruction, or deterioration of the common areas and facilities which is caused by the negligence of a land Owner or by causes beyond the control of DIDA.

ARTICLE VI AMENDMENT AND ALTERATION OF COVENANTS

6.1 DIDA's Right to Alter Covenants. DIDA hereby expressly reserves the right and privilege to alter, change or amend any and all of the above mentioned covenants, standards, conditions or requirements at any time during their existence, except DIDA shall approve any such alteration, change or amendment at a regular board by a 2/3 vote of the full board. Any alterations, modification or change in the restrictions by DIDA shall not affect any existing use of any part of the Property and shall be effective only as to lots then owned by DIDA and subsequent improvements and used thereon.

6.2 Additions to the Property Subject to DIDA. DIDA may add additional property to The Park at any time by filing a record of Supplemental Declaration which will extend the scheme of the covenants and this declaration to such property, provided, however, such covenants and restrictions as applied to the property which is so added may be altered or modified by the Supplemental Declaration. Each such Supplemental Declaration shall include a geographical description of the property, and shall contain the additions, deletions or modifications from these covenants to which such property will be subject. All property subject to each Supplemental Declaration, at DIDA's option, shall be a part of The Park for all purposes under this declaration, except as expressly otherwise provided in the Supplemental Declaration.

ARTICLE VII INSPECTION AND ENFORCEMENT OF RESTRICTION

7.1. Inspection. DIDA may from time to time at any reasonable hour or hours, enter and inspect the improvements to ascertain compliance therewith upon proper written notice and, where required, only when accompanied by a representative of the Owner, tenant or occupant of any site on the property.

7.2 Enforcement. Violation of any Protective Covenant or conditions shall give to DIDA the right to enter upon the site and to summarily abate or remove, at the expense of the violator, any structure, thing or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof, or to prosecute a proceeding against the violator who has or is attempting to violate any of these Protective Covenants and conditions to enjoin or prevent them from doing so, to cause said violation to be remedied or to recover damages for said violation, provided, however, DIDA shall give the Owner of the property and the offender, if not the Owner of the property, ten days prior written notice before investigating corrective actions and specifying in the written notice the nature of the violation.

7.3 No Waiver of Right to Enforce. Failure of DIDA or Owner of a site to enforce any of the Protective Covenants or conditions contained herein shall in no event be deemed to be a waiver of the right to do so for subsequent violations or of the right to enforce any other Protective Covenant or condition and DIDA or Owner of a site shall not be liable therefore.

7.4 Attorney's Fees. In any legal or equitable proceeding for the enforcement or to restrain the violation of the Declaration or any provision hereof, the losing party or parties shall pay the attorney's fees of the prevailing party or parties, in such amounts may be fixed by the Court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

ARTICLE VIII TERMINATION, MODIFICATION AND PLATTING

8.1 Term and Modification. These restrictions and covenants are to run with the land and shall be binding on all persons claiming under them for a period of twenty-five (25) years from the date these restrictions and covenants are recorded, after which time said restrictions and covenants shall be automatically extended for successive periods of ten (10) years. However, an instrument signed by a majority of the then owners of the lots in The Park as above described (including all additions under Section 6.2 hereof) may be recorded to change said restrictions and covenants in whole or in part. As long as DIDA owns any land within the Park (including additions thereto under Section 6.2), any amendment of the restrictions must be agreed to by DIDA. This right of amendment shall exist during the initial twenty-five (25) year term and any renewal term as above provided and the amendments shall be effective upon recordation in the appropriate Real Property Records of Strafford County, New Hampshire.

8.2 Platting. DIDA may at any time and from time to time hereafter, dedicate, alter, change or close, partially or completely, public areas, streets, rights-of-way or easements until such time as they are accepted by the City of Dover or another appropriate entity; and may therefore, execute, acknowledge and file for record in the Strafford County Register of Deeds office any and all plats or drawings of all or any portion of the property thereby dedicating all public areas, streets, rights-of-way, easements and other matters shown on said plats to public use and may indicate on each plat or drawing the building setback lines applicable to the land covered by the plat. The consent of any and all owners of the portions of the property which by said plat is being dedicated to the public shall be required on the plats, but no other consents shall be required. Leasees and Grantees shall not, without prior written consent of DIDA, grant any rights-of-way or easements upon their premises.

8.3 Effective Date of Modifications-Recordation. Any such amendment, modification, change or termination shall be effective upon filing of the appropriate document with requisite signatures in the Real Property Records of Strafford County, New Hampshire.

ARTICLE IX OWNER'S ASSOCIATION

9.1 DIDA shall cause an Owner's Association ("Association") to be organized and formed as a non-profit Corporation under the laws of the State of New Hampshire after ten (10) properties within the park have been sold, or at DIDA's option, at an earlier date. The purpose of this Association shall be to provide for the general maintenance, repair, preservation, upkeep and protection of the common areas of the Park, to collect the annual common area maintenance charges from the Owners and such other purposes as stated in the Articles of Incorporation consistent with the provisions of this Declaration and the amendments hereto.

9.2 DIDA shall be and remain permanent member of the Association notwithstanding its property ownership; shall be represented by its Chairperson or designee; and shall have the right to veto actions of the Association. While a property owner, DIDA shall vote in accordance with its property ownership, per paragraph 9.5 below.

9.3 Each individual or entity who is a record owner of fee title to any portion of the property subject to these restrictions (herein referred to as an "Owner") shall upon and by virtue of becoming an Owner automatically become a member of the Association when such Association is formed and shall remain a member thereof until his ownership ceases for any reason, at which time the individual's membership in the Association shall automatically cease. Each Owner's membership in the Association shall be to and shall automatically follow legal ownership of the property and may not be separated from such ownership. Whenever legal ownership or a portion of the property subject to these restrictions passes from one person

or entity to another or where the lessee's interest in a ground lease is transferred, by whatever means, it shall not be necessary that an instrument provide for transfer of the membership in the Association, and no certificates of membership be issued.

Each individual or entity who is a record owner or holder of a ground lease of wetlands, conservation and or other similar lands set aside and not intended for development shall not, by virtue of such ownership or lease, become members of the Association.

9.4 DIDA may retain legal title to all or portions of the common areas and facilities in The Park until such time as DIDA has completed improvements thereon and until such time as the Association has been formed and has assumed responsibility for the operational maintenance of the same or the same are dedicated to the public. Until the Association is formed and management responsibility for common areas is assigned to the Association, DIDA shall be entitled to exercise all the rights and privileges pertaining to the common areas.

9.5 Each Owner, in election of directors, and all other matters submitted to a vote by the members of the Association, shall be entitled to one vote for each acre, or major fraction thereof (rounding up the nearest acre for any fractional acreage greater than or equal to one-half acre) of property within The Park subject to these restrictions in which such individual or entity holds the interest required for membership in the Association by this Declaration. When more than one person holds such interest or interests in the property, all such persons shall be members, and the votes for such portion of the property shall be exercised as they among themselves determine, but in no event, shall more than one vote be cast in respect to each acre of the property within The Park which is subject to these restrictions.

ARTICLE X MISCELLANEOUS

10.1 Severability. The invalidation of any one of the restrictions herein set forth or the failure to enforce any of said restrictions at the time of its violation shall in no event affect any of the other restrictions nor be deemed to be a waiver of the right to enforce the same thereafter.

10.2 Constructive Notice and Acceptance. Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of the property is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not any reference to this declaration is contained in the instrument by which such person acquired an interest in said property.

10.3 Temporary Structures. No temporary building or structure shall be permitted on the property, except trailers, temporary buildings, barricades, and the like shall be permitted for construction purposes during the time of construction or improvements. Such structures shall be placed as inconspicuously as possible and cause no inconvenience to the general public, and shall be removed not later than thirty (30) days after the date of substantial completion of that construction.

10.4 Titles. The titles, headings or captions used in this instrument are for convenience only and are not to be used in construing this instrument or any part hereof.

10.5 Continuing Effect. These Protective Covenants shall run with the Property and be binding upon and inure to the benefit of all future owners, and/or tenants of all or any portions of the property, their heirs, executors, and assigns.

10.6 Definitions. As used in the Declaration (including all supplements and Amendments) the term "Owner" means and refers to the record owner of a parcel of land or the Lessee of a ground lease from DIDA as Ground Lessor of a portion of The Park subject to the Protective Covenant, but notwithstanding any

applicable theory, a mortgagee or beneficiary of a deed or trust or a collateral assignee of a groundlessee's interest in ground lease shall not be an "Owner" unless and until such mortgagee or assignee has acquired title to the land or ground lease pursuant to a foreclosure or by way of a deed in lieu of foreclosure.

IN WITNESS WHEREOF, the undersigned have executed this Declaration on the date first hereinabove written.

PROPERTY OWNER

DOVER INDUSTRIAL DEVELOPMENT AUTHORITY

BY; _____

George Gauthier, Chairman

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

SS: January 13, 1993

Personally appeared George Gauthier and _____ known to me, or satisfactorily proven to be the person whose names are subscribed to the foregoing instrument, and acknowledged that they executed the same for the purpose herein contained.

Before me, Karen Lee Larson, Notary Public
My Commission Expires September 7, 1993

ENTERPRISE PARK

Offering Memorandum

For Sale | Business Park Sites

> ZONING EXCERPTS

COLLIERS INTERNATIONAL

DOVER CODE

The purpose of this industrial district is to provide appropriate locations for manufacturing, assembly, fabrication, packaging, distribution, storage, WAREHOUSING, WHOLESALING and shipping activities that expand the economic base of the city and provide employment opportunities. This area is the location of one of the first industrial parks in the city, located off Littleworth Road and Knox Marsh Road in a more rural area. The smaller minimum LOT size of twenty thousand (20,000) square feet also encourages business uses such as PUBLISHING, HOTELS, VEHICLE REFUELING/RECHARGING STATION, restaurants, car sales, offices, and personal services.

(g) Assembly and Office (I-4)

The purpose of this industrial district is to provide appropriate locations for manufacturing, assembly, fabrication, packaging, distribution, laboratory, testing facility, WAREHOUSING, WHOLESALING, PUBLISHING and shipping activities that expand the economic base of the city and provide employment opportunities. These areas are located along major collector roads away from the downtown area. The newest industrial park developed by the city is located in this district. The minimum LOT size in this district is five acres, which encourages larger industrial users.

(h) Executive and Technology Park (ETP)

The purpose of this executive and technology district is to provide appropriate locations for large-scale high technology, research, professional office, and clean manufacturing uses that need large sites and high aesthetic standards. The general character of the district is intended to be a campus or park-like setting that encourages creative design and innovation is site planning and development, while protecting the natural resources. In this district the minimum LOT size is three acres and there is no FRONTAGE requirement, which encourages larger users in campus settings. Some of the city's largest employers are located in this district. This district includes special design standards for BUILDINGS, parking LOTS and landscaping.

(3) MIXED –USE DISTRICTS

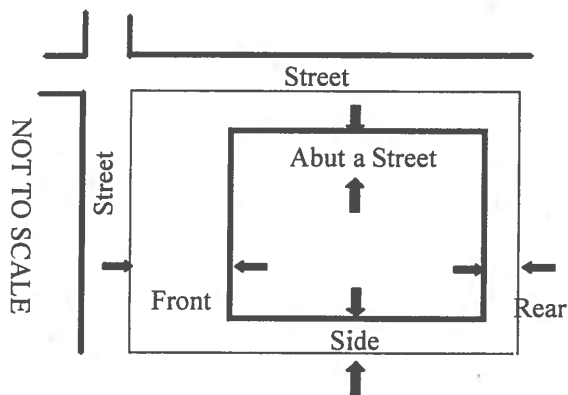
The mixed use districts are intended to provide suitable areas for a mixture of urban NEIGHBORHOODS containing residential, commercial, service, retail, and office uses. The mixed use development is intended to create a sense of community between the mixed uses and facilitate the economical and efficient use of land. The districts are intended to provide housing and employment opportunities for citizens of Dover and the region, to enhance property values, and

Assembly and Office (I-4) District

The information included in this Table represents the requirements for development in this District.

LOT OCCUPATION (1)	
Min. LOT Size (2)	5 Acres
FRONTAGE (feet)	400 ft
LOT Coverage	33% (3)
SETBACKS - PRINCIPAL BUILDING (FEET) (4)	
Front/ Abut a Street	75
Side	75
Rear	75
OUTBUILDING/ACCESSORY USE SETBACKS (FEET)*	
Front SETBACK	75
Side SETBACK	10
Rear SETBACK	10
Abut-a-street SETBACK	75
BUILDING HEIGHT (FEET)	
PRINCIPAL BUILDING	40 (5)
OUTBUILDING	55

* Parking areas shall be set back at least twenty-five (25) feet from property lines. [Added 7-8-87 by Ord. No. 15-87]



The PRINCIPAL BUILDING shall be distanced from the lot lines as shown.

SIGN Regulations	
Total SIGN No.	2
Maximum SIGN Area	(6)
Total SIGN # is per tenancy, and is for lot (excluding development identification signs)	
SETBACKS - FREESTANDING SIGN	
Building	35'
SIGN Type	
FREESTANDING	(7)
PROJECTING	Yes
WALL/Awning	Yes
TEMPORARY	No

Permitted Uses
Agriculture, Horticulture and Floriculture
Greenhouse, Retail Sale of Agricultural or Farm Products Raised on Site
FARM, LIVESTOCK, POULTRY and SWINE (8)
Veterinary Office, Animal Hospital or KENNEL (9)
EXCAVATION
Office
WAREHOUSING
WHOLESALING
CHILD CARE FACILITY
Public Utility (8)
Computer and data processing
Laboratories (scientific, medical chemical) and testing facilities devoted to experimental production, research, product development or similar activity
Establishments for the manufacture assembly, services and repair of the products listed below:
Drugs
Office, computing and accounting machines
Radio and television receiving equipment
Communication equipment
Electronic components and Engineering, laboratory, scientific and research instruments and associated equipment
Measuring and controlling instruments
Optical instruments and lenses
Surgical, medical and dental instruments and supplies
Photographic equipment and supplies
Electrotherapeutic, electro-medical and X-ray apparatus
PUBLISHING FACILITY
Helicopter Take Offs & Landings (9)

- [1] Refer to §§ 170-13 and 170-14 for exceptions to lot size, frontage and setback requirements.
- [2] All land containing wetlands shall not be counted in determining the gross land area of a lot for the purposes of minimum lot size or minimum density requirements for residential uses. The minimum non-wetland portion of any newly created lot shall be contiguous. For the purposes of this calculation, wetlands shall include areas that meet the definition of wetland in the NH Code of Administrative Rules – Wt. 101.87 and the 1987 Federal Manual For Identifying Jurisdictional Wetlands. [Amended 1-22-2003 by Ord. No. 35]. Wetland buffers shall only be allowed to count for 40 percent of the minimum lot size required.
- [3] At least thirty-three percent (33%) of the site shall be maintained as open space, either landscaped or left natural. A maximum of thirty-three percent (33%) of the site can be covered by buildings [Added 10-26-88 by Ord. No. 18-88]
- [4] Buildings shall be at least one hundred fifty (150) feet from all residential structures that exist on the date of enactment of the B-4 Zoning District. A continuous visual buffer of either vegetation or fencing shall separate buildings from these existing residential structures. [Added 10-26-88 by Ord. No. 18-88]
- [5] The maximum building heights may be increased to seventy-five (75') feet in the Industrial Districts provided the following conditions are met:
 - A. The additional building height above fifty (50') feet is necessary to meet an industrial function;
 - B. The building is located a minimum of 150 feet from a Residential District, and;
 - C. The Planning Board has granted preliminary approval to the development proposal containing the taller building.
 - D. The building is for a use permitted in the I-1, I-2 or I-4 Zones. [Amended 09-16-92 by Ord. No. 23-92]
- [6] 1sf of sign area for each lineal foot of business frontage. See regulations for businesses bordering the Spaulding Tpk
- [7] Max. size: 100sf. Max. height 30'
- [8] Where livestock, poultry and swine are raised and boarded, shelters to house said animals shall not be less than one hundred (100) feet from any property boundary
- [9] Shelters and runs used to house and/or contain animals shall be no closer than one hundred (100) feet from any property line and must support a minimum tract size of one hundred thousand (100,000) square feet. [Amended 8-1-90 by Ord. 8-90]
- [10] The utility facility shall be appropriately fenced to protect the public. Landscaping materials shall be required to provide a visual screen from any structures and storage within. [Amended 10-28-88 by Ord. No. 18-88]
- [11] Helicopter take offs and landings are allowed subject to the following conditions:
 - A. There shall be a distance of one thousand (1,000) feet between any existing residential structure and any proposed helicopter landing pad.
 - B. Except in the case of an emergency, no helicopter take offs or landings shall occur between the hours of 9:00 p.m. and 7:00 a.m.
 - C. The facility shall be accessory to the principal use located on the lot.
 - D. All facilities shall be located and designed so that the operation thereof will not adversely affect adjacent residential areas,

particularly with respect to noise levels.

170-27.2. TRANSFER OF DEVELOPMENT RIGHTS. [Amended on 10-31-90 by Ord. No. 16-90; Amended on 01-22-2003 by Ord.35-02; Amended on 12-09-2009 by Ord. No. 2009.09.09-15; Amended on 02-22-2012 by Ord. No. 2012.01.25.]

A. Authority. By the authority granted under RSA 674:21, this section creates overlay district(s) for the purpose of transferring DEVELOPMENT RIGHTS (TDR) within said districts.

B. Purpose and Intent. Within the City of Dover there are certain lands that possess significant conservation features, including but not limited to wetlands, groundwater recharge zones, forested areas, wildlife habitat, farmland, scenic viewsheds, historic landmarks, and linkages to other such areas. Because of their unique assemblages of flora and fauna and their significant contribution to the ecological system and/or the cultural identity of our community, these lands are worthy of special protection. The City of Dover furthermore, has a limited supply of land suitable for development. The purpose of this overriding district is to promote intensive development on the developable land possessing the least conservation value and to permanently protect lands possessing significant conservation features that provide unique values in their undisturbed condition. Additionally, it is recognized that the City of Dover has an Open Lands Committee and Conservation Commission who are active in protecting and preserving OPEN SPACE.

C. Applicability. Upon request by an APPLICANT for development approval and at the discretion of the PLANNING BOARD, the provisions of this subsection may apply to the district(s) defined in this subsection E below.

D. Districts Defined.

(1) The Industrial TDR DISTRICT is hereby determined to be any I-4 or B-4 zoning district as shown on the Zoning Map for the City of Dover, New Hampshire, adopted December 9, 2009. The SENDING AREA is defined to be OPEN SPACE and related SETBACKS as defined by the City of Dover Wetland Protection District, Chapter 170-27.1, which are located in any I-4 or B-4 zoning district. The RECEIVING AREA is defined to be all remaining land in be any I-4 or B-4 zoning district.

(2) The Residential TDR DISTRICT is hereby determined to be Residential districts noted or displayed on the Zoning Map for the City of Dover, New Hampshire, adopted December 9, 2009. The SENDING AREA is defined to be any land preserved by the City of Dover through conservation programs in the R-40 or R-20 residential zoning districts. The RECEIVING AREA is defined to be all non-R-40 or R-20 zoning districts east of the Spaulding Turnpike which allow residential development.

E. Procedural Requirements.

(1) At the discretion of the PLANNING BOARD, an APPLICANT for development approval within the RECEIVING AREA of the defined Industrial TDR DISTRICT may apply the performance standards specified in subsection G below in return for the acquisition of land or DEVELOPMENT RIGHTS from the SENDING AREA within the same TDR DISTRICT. The performance standards for the Residential TDR DISTRICT are outlined in subsection H below.

(2) A certified boundary survey of the associated land in the SENDING AREA shall be submitted as a supplement to the site plan or subdivision plan for development within the RECEIVING AREA. For residential application, proof of previous preservation by the City of Dover is required.

(3) The owner of the subject OPEN SPACE within the SENDING AREA of the TDR DISTRICT shall SIGN all application materials as a co- APPLICANT of the development application. For residential application, proof of an agreement to sell DEVELOPMENT RIGHTS must be provided by the Conservation Commission.

(4) A sketch plan estimating layout of the development site and identifying the OPEN SPACE associated with the plan shall be submitted to the PLANNING BOARD for review at a regularly scheduled meeting. The PLANNING BOARD, within thirty (30) days of its review of the sketch plan, shall determine if waivers will be granted as allowed in Subsections G and H below. Following this decision, a final application is prepared. The final application for development approval shall be reviewed in accordance with the standard plan review process and subjected to all applicable development regulations, except as provided in this section.

(5) A perpetual easement or restrictive covenant shall be recorded at the Strafford County Registry of Deeds that preserves the designated OPEN SPACE within the SENDING AREA. Said easement or covenant may allow for the continuance of existing residential and agricultural activities, and may allow for utility and access crossings in accordance with subsection I below. The designation of the land protection agency to hold the easement shall be approved by the PLANNING BOARD.

F. Industrial Performance Standards.

(1) Land within a SENDING AREA, when surveyed, approved by the PLANNING BOARD and preserved by easement or covenant as specified in subsection F above, may be counted for the OPEN SPACE requirement for a development site in a RECEIVING AREA. The amount of land preserved in a SENDING AREA shall equal or exceed the OPEN SPACE requirement for the development site, but in no case be less than one (1) acre. Notwithstanding, development sites within the I-4 and B-4 zoning districts shall maintain OPEN SPACE or landscaped area on at least ten percent (10%) of the site. The design of the development site shall locate the OPEN SPACE or landscaped area to maximize the aesthetic value of the site.

(2) The minimum LOT size requirement may be waived by the PLANNING BOARD for land subjected to the TRANSFER OF DEVELOPMENT RIGHTS.

(3) The minimum FRONTAGE requirement may be waived by the PLANNING BOARD for land subjected to the TRANSFER OF DEVELOPMENT RIGHTS provided that paved access to all developed areas suitable for emergency vehicles is approved by the PLANNING BOARD.

(4) SETBACKS for parking, paved areas, and BUILDINGS may be waived by the PLANNING BOARD, and be consistent with the intent to promote intensive development of suitable development sites. Notwithstanding, BUILDINGS shall be at least one hundred fifty (150) feet from residential STRUCTURES that exist on the date of enactment of the I-4 and B-4 Zoning districts, and seventy five (75) feet from the LOT LINE of a disagreeing residential ABUTTER.

(5) The developer shall record covenants that address architectural considerations for STRUCTURES, SIGNAGE and lighting that are designed to promote the highest possible aesthetic quality of the development site.

(6) A landscaping plan shall be submitted with a development application that depicts landscaping or OPEN SPACE around the perimeter of the site, near the proposed BUILDINGS, and within the parking LOT that promotes the highest possible aesthetic quality of the development.

G. Residential Performance Standards.

(1) A residential TRANSFER OF DEVELOPMENT RIGHTS APPLICANT may pursue one of the following methods for TRANSFERRING DEVELOPMENT RIGHTS.

(a) Private land transfer method

(i) For land in the sending district to be eligible for a TRANSFER OF DEVELOPMENT RIGHTS, it must be a parcel of at least five (5) acres, and developable under the existing land use regulations.

(ii) Land within a sending area, when surveyed, endorsed by the Conservation Commission/Open Lands Committee, approved by the PLANNING BOARD and preserved by easement or covenant as specified in subsection E above, may be counted for the minimum lot size requirement for a development site in a receiving area. The criteria used by Open Lands Committee to rank parcels shall be listed on the application.

(b) Land bank method

(i) For land in the sending district to be eligible for a TRANSFER OF DEVELOPMENT RIGHTS, it must be a parcel or easement purchased by the City through the use of Conservation funds allocated and approved by the City Council.

(ii) Annually, the City shall update a document identifying the cumulative cost per acre spent to preserve open space within the City of Dover. This list shall be kept on file in the Department of Planning and Community Development, and coordinated with the Conservation Commission.

(b) Land bank method

- (i) For land in the sending district to be eligible for a TRANSFER OF DEVELOPMENT RIGHTS, it must be a parcel or easement purchased by the City through the use of Conservation funds allocated and approved by the City Council.
- (ii) Annually, the City shall update a document identifying the cumulative cost per acre spent to preserve open space within the City of Dover. This list shall be kept on file in the Department of Planning and Community Development, and coordinated with the Conservation Commission.
- (iii) Proceeds from the purchase of development rights, shall be placed into the Conservation Fund to be used to purchase future property or easements, and not into the general fund.

(2) Regardless of the method utilized, the transfer shall equate to one (1) unit per acre preserved. If the end result is a village themed residential/commercial project, the transfer shall equate to one (1) unit per tenth (10th) of an acre preserved. A minimum of three (3) acres shall be purchased.

(3) Regardless of the method utilized, the minimum lot size requirement may be waived by the Planning Board for land subjected to the transfer of development rights.

(4) Regardless of the method utilized, the minimum frontage requirement may be waived by the PLANNING BOARD for land subjected to the transfer of development rights provided that paved access to all developed areas suitable for emergency vehicles is approved by the PLANNING BOARD.

(5) Regardless of the method utilized, any other provision in this chapter to the contrary, the density or intensity of development of a receiving parcel may be increased by the transfer of development rights so long as the increase in density or intensity:

- (a) Is consistent with the Master Plan
- (b) Is not incompatible with the land uses on neighboring LOTS

H. Conditional Uses.

(1) The PLANNING BOARD may grant conditional use permits to allow streets, roads, utilities, or other infrastructure improvements to cross wetlands within the RECEIVING AREA of the TDR DISTRICT, provided said infrastructure is essential to the productive use of land within the RECEIVING AREA of a TDR DISTRICT, and further provided that no possible location exists for said infrastructure in non-wetland areas.

ENTERPRISE PARK

Offering Memorandum
For Sale | Business Park Sites

> ERZ INFORMATION

COLLIERS INTERNATIONAL



CITY OF DOVER, NEW HAMPSHIRE

Economic Revitalization Zone Application



Sixth Street Corridor

The City of Dover has identified two additional areas of the City that qualify for inclusion in the State of New Hampshire's ERZ program. These two areas, each submitted under separate applications, include brownfield's that the City wishes to see revitalized. The Brownfield's data has been confirmed through the State of New Hampshire Department of Environmental Services files accessed on http://www2.des.state.nh.us/OneStop/DES_Master_Query.aspx. Additionally, enclosed is a map of each area with potential users of the tax credit.

Location

This application is for an area of Dover commonly considered the home of the City's business park known as Enterprise Park, as well the regional corporate headquarters of

Liberty Mutual and Measured Progress. This application does not include Education Way or Liberty Way, but concentrates on the northeast side of Sixth Street from Production Drive to Indian Brook Drive.

The area is comprised of properties on Production Drive, Venture Drive, Quality Way, Innovation way, as well as Sixth Street itself. All of these properties have easy access to the Spaulding Turnpike, via exit 9 and some even border the turnpike.

The area includes the following landmarks, Fosters Daily Democrat, Heine USA, Cramer Fabrics, Park Nameplate as well as vacant land owned by the City's Industrial Development Authority.

History

While the area in the request is quite large, the information below is specific to four sites that the City hopes will take advantage of the incentive.

Venture Drive

This area of Dover was developed as an industrial park in the 1990s. Being located less than a mile from exit 9 of the Spaulding Turnpike the area is ideal as a center of commerce and industry. Located on Venture Drive is the heart of Enterprise Park, which was designed in the early 1990s and has been developed over the past 15 years. The headquarters of Dover's newspaper of record, Foster's Daily Democrat is located at the end of Venture Drive. This location offers 47,000 square feet of industrial space as well as vacant acreage that is available for development.



Also included off Venture Drive are several vacant parcels owned by the Dover Business and Industrial Development Authority. These parcels were subdivided off to create Quality Way and Innovation Way in the 2000s and are geared towards smaller users and are available for re-subdivision or adjustment of size based upon a potential user.

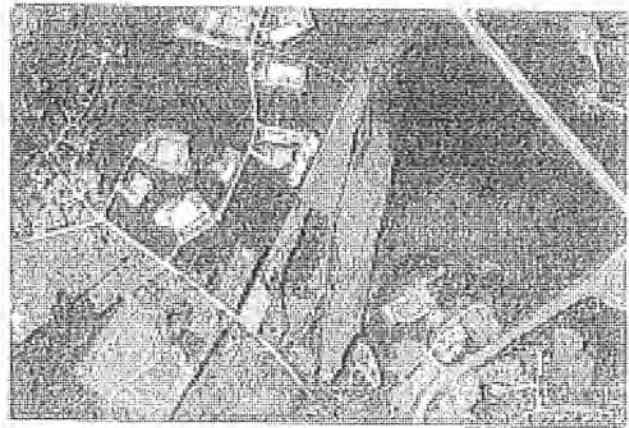
Production Drive

Also part of Enterprise Park, this street hosts Park Nameplate and Conproco, industrial companies which have developed within the business park since its inception. These manufacturers have expanded over time and are established Dover businesses.



Weeden Property

For this area, the City has also identified vacant property adjacent to Enterprise Park. This former farmland has been on the market for over five years and was the home of the Weeden Farm. This farm, based around the Indian Brook, a tributary of the Cochecho River, offers the potential for growth of manufacturing and assembly businesses in the area and consists of over 37 acres.



All of the property located above is zoned for office and assembly/commercial uses.

Proposed Designation's Outcomes

This section will describe area by area proposed revitalization activity that might take place within the zone. The City has worked with property owners to ensure that if the area was designated for ERZ incentives, that the owner would understand the advantages of the program.

Venture Drive

Enterprise Park has many opportunities for redevelopment as well as vacant parcels which will become more marketable under inclusion in the program. The Fosters site is listed for sale and inclusion in the program gives incentive for potential buyers to be able to upgrade equipment and continue to produce from the facility.

The vacant land off Quality Way and Innovation Way also receive benefit from inclusion. These properties, which are marketed by the Dover Business and Industrial Development Authority offer opportunities for both smaller startup companies looking to leverage capital and larger users who might need more land and expansion capacity.

Production Drive

Park Nameplate and Conproco, have been located along Production Drive since the mid 1990s. These two industrial companies have expanded over time and this program offers them the opportunity to retro fit their equipment and update systems to remain competitive in the marketplace.

Weeden Property

This former farm offers the best chance of virgin development in the area. It is comprised of 37 acres, including significant contiguous upland. The site offers a large opportunity to lure assembly/manufacturing into the State with its accessibility from the Spaulding Turnpike.

TITLE XII

PUBLIC SAFETY AND WELFARE

CHAPTER 162-N

ECONOMIC REVITALIZATION ZONE TAX CREDITS

Section 162-N:1

[RSA 162-N:1 repealed by 2007, 263:123, I, effective July 1, 2011.]

162-N:1 Definition. –

In this chapter, "economic revitalization zone" means a zone designated by the commissioner of resources and economic development as an economic revitalization zone in accordance with the provisions of this chapter.

Source. 2003, 301:2, eff. July 1, 2003. 2007, 263:120, eff. July 1, 2007; 263:123, I, eff. July 1, 2011.

Section 162-N:2

[RSA 162-N:2 repealed by 2007, 263:123, I, effective July 1, 2011.]

162-N:2 Designation of Economic Revitalization Zone. –

I. "Economic revitalization zone" means a zone with a single continuous boundary, comprised of one or more contiguous census tracts or blocks or smaller recognizable physical areas, designated in accordance with the rules adopted under RSA 162-N:8, and certified by the commissioner of resources and economic development as being a brownfields site as defined under RSA 147-F, or having at least one of the following characteristics:

- (a) The population of the municipality or municipalities in which the zone is located, according to the most recent federal census, decreased during the 20 years prior to the census.
- (b) The median household income in the census tract or tracts in which the zone is located is less than \$40,500 according to the most recent federal decennial census.
- (c) At least 20 percent of households in the census tract or tracts in which the zone is located have a median income below the federal poverty level.
- (d)(1) The zone contains either:
 - (A) Unused or underutilized industrial parks; or
 - (B) Vacant land or structures previously used for industrial, commercial, or retail purposes but currently not so used due to demolition, age, obsolescence, deterioration, relocation of the former occupant's operations, or cessation of operation resulting from unfavorable economic conditions either generally or in a specific economic sector; and
- (2) Certification of the zone as an economic revitalization zone would likely result in the reduction of the rate of vacant or demolished structures or the rate of tax delinquency in the zone.

II. Economic revitalization zones shall be designated by the commissioner of resources and economic development only upon petition by the local governing body, as defined by RSA 672:6, or the town council. The commissioner of resources and economic development shall

certify that the economic revitalization zone meets the criteria required in paragraph I.

III. The commissioner of resources and economic development is authorized to establish an advisory board for each economic revitalization zone established under this chapter.

Source. 2003, 301:2, eff. July 1, 2003. 2007, 263:120, eff. July 1, 2007; 263:123, I, eff. July 1, 2011.

Section 162-N:3

[RSA 162-N:3 repealed by 2007, 263:123, I, effective July 1, 2011.]

162-N:3 Eligibility Requirements for Business Tax Credits. –

No economic revitalization zone tax credits shall be allowed to any taxpayer unless the taxpayer's project receives written certification from the commissioner of resources and economic development that it will expand the commercial or industrial base in a designated economic revitalization zone and will create new jobs in the state.

Source. 2003, 301:2, eff. July 1, 2003. 2007, 263:120, eff. July 1, 2007; 263:123, I, eff. July 1, 2011.

Section 162-N:4

[RSA 162-N:4 repealed by 2007, 263:123, I, effective July 1, 2011.]

162-N:4 Economic Revitalization Zone Tax Credit Agreement. –

I. The commissioner of resources and economic development shall enter into a written economic revitalization zone tax credit agreement with each taxpayer; such agreement to be certified by the commissioner of resources and economic development under this section. The agreement shall contain such provisions as the commissioner of resources and economic development determines to be in the public interest, which shall include, but not be limited to:

- (a) Quality and quantity of jobs to be created.
- (b) Duration of the taxpayer's commitments with respect to the economic revitalization zone.
- (c) The amount of the taxpayer's investment in the project.
- (d) A precise definition of the location of the facility eligible for the credit.
- (e) The maximum amount of the economic revitalization zone tax credit that will be allowed to the business under this agreement for jobs created and for construction or reconstruction expenses.

II. A certified copy of each agreement signed by the commissioner of resources and economic development and the taxpayer shall be provided to the commissioner of revenue administration.

Source. 2003, 301:2, eff. July 1, 2003. 2007, 263:120, eff. July 1, 2007; 263:123, I, eff. July 1, 2011.

Section 162-N:5

[RSA 162-N:5 repealed by 2007, 263:123, I, effective July 1, 2011.]

162-N:5 Limit on Total Economic Revitalization Zone Credits. –

The aggregate value of all of economic revitalization zone tax credit agreements that the

commissioner of resources and economic development enters into shall not exceed the limit of \$825,000 in any fiscal year. Amounts carried forward pursuant to RSA 162-N:7 shall not be counted against this limit in any year in which they are applied. Notwithstanding RSA 162-N:6, the maximum credit which may be utilized by a taxpayer in any fiscal year shall not exceed \$40,000.

Source. 2003, 301:2, eff. July 1, 2003. 2007, 263:120, eff. July 1, 2007; 263:123, I, eff. July 1, 2011. 2008, 58:1, eff. July 1, 2008.

Section 162-N:6

[RSA 162-N:6 repealed by 2007, 263:123, I, effective July 1, 2011.]

162-N:6 Determination of Economic Revitalization Zone Tax Credits Eligible Amount. –

For the purpose of determining the economic revitalization zone tax credit that the taxpayer is eligible to receive, the amount of the credit to be taken shall be the lesser of the following:

- I. The maximum amount of the economic revitalization zone tax credit as stated in the agreement as specified by RSA 162-N:4, I(e); or
- II. The sum of the following:
 - (a) 4 percent of the salary for each new job created in the fiscal year with a wage less than or equal to 1.75 times the then current state minimum wage.
 - (b) 5 percent of the salary for each new job created in the fiscal year with a wage greater than 1.75 times the then current state minimum wage and less than or equal to 2.5 times the then current state minimum wage.
 - (c) 6 percent of the salary for each new job created in the fiscal year with a wage greater than 2.5 times the then current state minimum wage.
 - (d) 4 percent of the lesser of the following:
 - (1) The actual cost incurred in the fiscal year of creating a new facility or renovating an existing facility, and expenditures for machinery, equipment, or other materials, except inventory.
 - (2) \$20,000 for each new job created in the fiscal year.

Source. 2003, 301:2, eff. July 1, 2003. 2007, 263:120, eff. July 1, 2007; 263:123, I, eff. July 1, 2011.

Section 162-N:7

[RSA 162-N:7 repealed by 2007, 263:123, I, effective July 1, 2011.]

162-N:7 Application of Economic Revitalization Zone Tax Credit. –

The economic revitalization zone tax credit shall be applied against the business profits tax under RSA 77-A, and any unused portion thereof may be applied against the business enterprise tax under RSA 77-E. Any unused portion of the credit allowed under this chapter or any eligible credit in excess of \$40,000 allowed under this chapter, may be carried forward and allowed against taxes due under RSA 77-A or RSA 77-E for 5 taxable periods from the taxable period in which the tax was paid. For the purpose of the credit allowed under RSA 77-A:5, X, the economic revitalization zone credit shall be considered taxes paid under RSA 77-E.

Source. 2003, 301:2, eff. July 1, 2003. 2007, 263:120, eff. July 1, 2007; 263:123, I, eff. July 1, 2011. 2008, 58:2, eff. July 1, 2008.

Section 162-N:8

[RSA 162-N:8 repealed by 2007, 263:123, I, effective July 1, 2011.]

162-N:8 Rules. –

The commissioner of revenue administration shall adopt rules, under RSA 541-A, relative to documentation of the credits claimed under this chapter. The commissioner of resources and economic development shall, in consultation with the executive director of the community development finance authority, adopt rules, under RSA 541-A, relative to the administration and implementation of this chapter. The rules adopted by the commissioner of resources and economic development shall include provisions relative to:

- I. Establishment and certification of economic revitalization zones.
- II. Criteria for and approval of projects in economic revitalization zones, including jobs per dollar thresholds.
- III. Fees which the commissioner of resources and economic development may charge to each applicant to cover the reasonable costs of the state's administration of the applicant's participation in the economic revitalization zone tax credit program.

Source. 2003, 301:2, eff. July 1, 2003. 2007, 263:120, eff. July 1, 2007; 263:123, I, eff. July 1, 2011.

Section 162-N:9

[RSA 162-N:9 repealed by 2007, 263:123, I, effective July 1, 2011.]

162-N:9 Reports. –

The commissioner of resources and economic development shall file an annual report with the governor, the senate president, the speaker of the house of representatives, and the fiscal committee. The report shall describe the results of the economic revitalization zone tax credit program and shall include any recommendations for further legislation regarding the economic revitalization zone tax credit program.

Source. 2003, 301:2, eff. July 1, 2003. 2007, 263:120, eff. July 1, 2007; 263:123, I, eff. July 1, 2011.

ENTERPRISE PARK

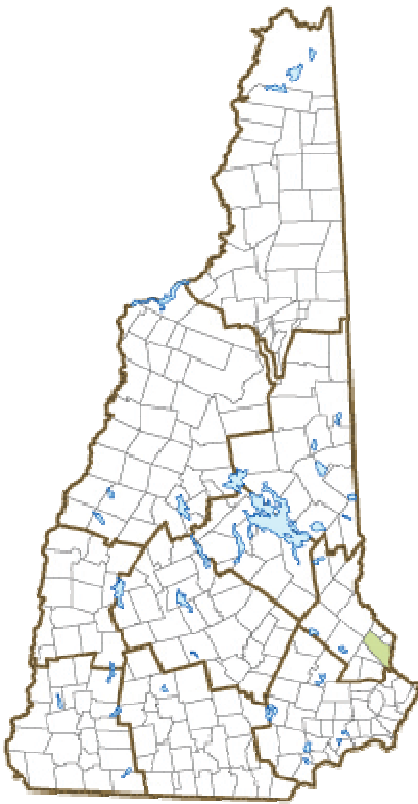
Offering Memorandum

For Sale | Business Park Sites

> AREA INFORMATION

COLLIERS INTERNATIONAL

Dover, NH



Community Contact

Dover City Clerk's Office
Karen Lavertu, City Clerk/Tax Collector
288 Central Avenue
Dover, NH 03820-4169

Telephone
 Fax
 E-mail
 Web Site

(603) 516-6020
(603) 516-6666
k.lavertu@doover.nh.gov
www.dover.nh.gov

Municipal Office Hours

Monday through Thursday, 8:30 am - 5:30 pm,
Friday, 8:30 am - 4 pm

County
 Labor Market Area
 Tourism Region
 Planning Commission
 Regional Development

Strafford
Dover-Durham, NH-ME Metropolitan NECTA
Seacoast
Strafford Regional
Southeast Economic Development Corp.

Election Districts

US Congress
 Executive Council
 State Senate
 State Representative

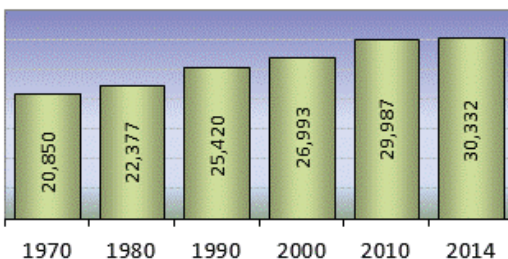
District 1 (All Wards)
District 2 (All Wards)
District 4 (All Wards)
Strafford County Districts 13, 19 (Ward 1) 14, 19 (Ward 2) 15,
20 (Ward 3) 16, 20 (Ward 4) 17, 21 (Wards 5 & 6)

Incorporated: 1623

Origin: For the first fifty years of New Hampshire history, Dover was one of only three communities established in what is now New Hampshire. Settled in 1623 on the banks of the Piscataqua River, Dover was first called Hilton's Point, named after Edward Hilton, who procured for himself the "Dover and Squamscot Patent" in 1629. The town was also known by the Indian names of Newichwannock (place of wigwams) and Cocheco; and briefly called Bristol and Northam before permanently becoming Dover. The settlement was an independent government until 1641, when residents agreed to be annexed to Massachusetts; the town returned to New Hampshire when provincial status was restored by King George II in 1741. Dover's location on the Piscataqua and Cocheco Rivers made it a thriving center of trading and manufacturing. Dover was incorporated as a city in 1855.

Villages and Place Names: Bellamy, Cocheco, Gates Corner, Sawyers, Wentworth Terrace

Population, Year of the First Census Taken: 1,998 residents in 1790



Population Trends:

Population change for Dover totaled 11,201 over 54 years, from 19,131 in 1960 to 30,332 in 2014. The largest decennial percent change was a 14 percent increase between 1980 and 1990, and the population has grown less than 15 percent each decade since. The 2014 Census estimate for Dover was 30,332 residents, which ranked fifth among New Hampshire's incorporated cities and towns.

Population Density and Land Area, 2014 (US Census Bureau): 1,134.3 persons per square mile of land area, the seventh highest among the cities and towns. Dover contains 26.7 square miles of land area and 2.3 square miles of inland water area.



Economic & Labor Market Information Bureau, NH Employment Security, August 2016. Community Response Received **6/10/2016**

All information regarding the communities is from sources deemed reliable and is submitted subject to errors, omissions, modifications, and withdrawals without notice. No warranty or representation is made as to the accuracy of the information contained herein. Specific questions regarding individual cities and towns should be directed to the community contact.

AREA INFORMATION

MUNICIPAL SERVICES

Type of Government	Manager & Council
Budget: Municipal Appropriations, 2015	\$36,934,563
Budget: School Appropriations, 2015	\$46,225,864
Zoning Ordinance	1948/16
Master Plan	2015
Capital Improvement Plan	Yes
Industrial Plans Reviewed By	Planning Board

Boards and Commissions

Elected:	City Council
Appointed:	Planning; Zoning; Conservation; Library; Cemetery; Recreation; Ethics; Open Lands; Arts; Transportation; Pool

Public Library **Dover Public**

EMERGENCY SERVICES

Police Department		Full-time
Fire Department		Full-time
Emergency Medical Service		Municipal
Nearest Hospital(s)	Distance	Staffed Beds
Wentworth-Douglass, Dover	Local	114

UTILITIES

Electric Supplier	Eversource Energy
Natural Gas Supplier	Unitil
Water Supplier	City of Dover
Sanitation	Municipal
Municipal Wastewater Treatment Plant	Yes
Solid Waste Disposal	
Curbside Trash Pickup	Municipal
Pay-As-You-Throw Program	Yes
Recycling Program	Yes
Telephone Company	Fairpoint
Cellular Telephone Access	Yes
Cable Television Access	Yes
Public Access Television Station	Yes
High Speed Internet Service: Business	Yes
Residential	Yes

PROPERTY TAXES (NH Dept. of Revenue Administration)

2015 Total Tax Rate (per \$1000 of value)	\$26.61
2015 Equalization Ratio	91.3
2015 Full Value Tax Rate (per \$1000 of value)	\$23.77
2015 Percent of Local Assessed Valuation by Property Type	
Residential Land and Buildings	72.9%
Commercial Land and Buildings	25.1%
Public Utilities, Current Use, and Other	2.0%

HOUSING (ACS 2010-2014)

Total Housing Units	13,447
Single-Family Units, Detached or Attached	6,763
Units in Multiple-Family Structures:	
Two to Four Units in Structure	2,633
Five or More Units in Structure	3,730
Mobile Homes and Other Housing Units	321

DEMOGRAPHICS

(US Census Bureau)

Total Population	Community	County
2014	30,332	124,387
2010	29,987	123,143
2000	26,993	112,676
1990	25,420	104,348
1980	22,377	85,324
1970	20,850	70,431

Demographics, American Community Survey (ACS) 2010-2014

Population by Gender		
Male	14,996	Female 15,336
Population by Age Group		
Under age 5		1,640
Age 5 to 19		5,112
Age 20 to 34		7,650
Age 35 to 54		8,380
Age 55 to 64		3,464
Age 65 and over		3,390
Median Age		36.6 years
Educational Attainment, population 25 years and over		
High school graduate or higher		90.7%
Bachelor's degree or higher		39.7%

INCOME, INFLATION ADJUSTED \$ (ACS 2010-2014)

Per capita income	\$32,315
Median family income	\$75,907
Median household income	\$60,038
Median Earnings, full-time, year-round workers	
Male	\$54,132
Female	\$36,771
Individuals below the poverty level	9.3%

LABOR FORCE (NHES – ELMI)

Annual Average	2005	2015
Civilian labor force	16,979	17,638
Employed	16,435	17,007
Unemployed	544	631
Unemployment rate	3.2%	3.6%

EMPLOYMENT & WAGES (NHES – ELMI)

Annual Average Covered Employment	2004	2014
Goods Producing Industries		
Average Employment	2,573	1,318
Average Weekly Wage	\$ 842	\$ 940
Service Providing Industries		
Average Employment	11,209	14,058
Average Weekly Wage	\$ 704	\$1,070
Total Private Industry		
Average Employment	13,782	15,376
Average Weekly Wage	\$ 730	\$1,059
Government (Federal, State, and Local)		
Average Employment	1,875	1,754
Average Weekly Wage	\$ 654	\$ 811
Total, Private Industry plus Government		
Average Employment	15,657	17,129
Average Weekly Wage	\$ 721	\$1,034

EDUCATION AND CHILD CARE

Schools students attend: **Dover operates grades K-12** District: **SAU 11**
 Career Technology Center(s): **Dover Career Technical Center; R.W. Creteau Regional Technology Ctr.; Somersworth Career Technical Center** Region: **12**

Educational Facilities (includes Charter Schools)	Elementary	Middle/Junior High	High School	Private/Parochial
Number of Schools	4	1	2	3
Grade Levels	P K 1-8	5-8	9-12	P K 1-12
Total Enrollment	1,781	1,157	1,393	1,345

Nearest Community College: **Great Bay; NHTI-Concord**
 Nearest Colleges or Universities: **University of NH; Southern NH University**

2016 NH Licensed Child Care Facilities (DHHS-Bureau of Child Care Licensing) Total Facilities: **25** Total Capacity: **1,283**

LARGEST BUSINESSES	PRODUCT/SERVICE	EMPLOYEES	ESTABLISHED
Liberty Mutual	Insurance services	2,841	
City of Dover	Municipal services	789	1855
Wentworth-Douglass Hospital	Health care services	769	
Strafford County	County government services	485	
Measured Progress	Customized educational products	392	
Cambridge Tool North	Die casting	190	
Hurcell Systems	Business equipment & parts	150	
Universak Recycling Technologies Corp	Electronics recycling	120	
Churchill Medical Systems Inc	Hospital equipment & supplies	107	
Foster's Daily Democrat	Newspaper	100	1873
Employer Information Supplied by Municipality			

TRANSPORTATION (*distances estimated from city/town hall*)

Road Access US Routes **4**
 State Routes **4, 9, 16, 16A, 16B, 108, 155**
 Nearest Interstate, Exit **Spaulding Tpk., Exits 6-9; I-95, Exit 5**
 Distance **Local access; 10 miles**

Railroad **Amtrak Downeaster; Guilford Rail Service**
 Public Transportation **COAST; Wildcat Transit**

Nearest Public Use Airport, General Aviation
Skyhaven, Rochester Runway **4,200 ft. asphalt**
 Lighted? **Yes** Navigation Aids? **Yes**

Nearest Airport with Scheduled Service
Manchester-Boston Regional Distance **43 miles**
 Number of Passenger Airlines Serving Airport **4**

Driving distance to select cities:
 Manchester, NH **39 miles**
 Portland, Maine **50 miles**
 Boston, Mass. **65 miles**
 New York City, NY **272 miles**
 Montreal, Quebec **285 miles**

COMMUTING TO WORK (*ACS 2010-2014*)

Workers 16 years and over
 Drove alone, car/truck/van **78.5%**
 Carpooled, car/truck/van **9.1%**
 Public transportation **2.2%**
 Walked **3.4%**
 Other means **2.0%**
 Worked at home **4.6%**
 Mean Travel Time to Work **22.7 minutes**

Percent of Working Residents: ACS 2010-2014
 Working in community of residence **35.6**
 Commuting to another NH community **54.6**
 Commuting out-of-state **9.8**

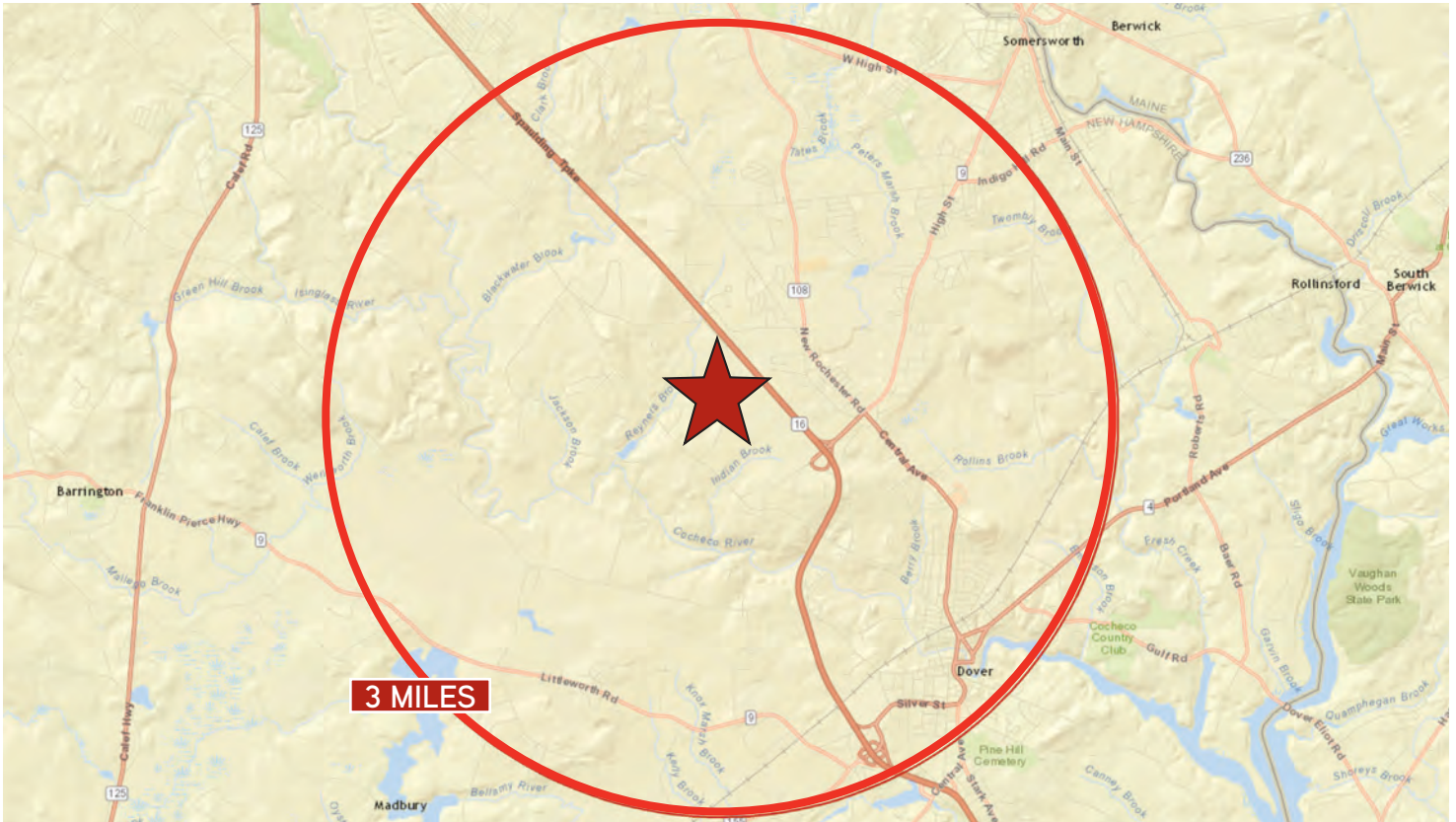
RECREATION, ATTRACTIONS, AND EVENTS

X Municipal Parks
X YMCA/YWCA
X Boys Club/Girls Club
X Golf Courses
X Swimming: Indoor Facility
X Swimming: Outdoor Facility
X Tennis Courts: Indoor Facility
X Tennis Courts: Outdoor Facility
X Ice Skating Rink: Indoor Facility
X Bowling Facilities
X Museums
X Cinemas
X Performing Arts Facilities
X Tourist Attractions
X Youth Organizations (i.e., Scouts, 4-H)
X Youth Sports: Baseball
X Youth Sports: Soccer
X Youth Sports: Football
X Youth Sports: Basketball
X Youth Sports: Hockey
 Campgrounds
X Fishing/Hunting
X Boating/Marinas
X Snowmobile Trails
X Bicycle Trails
X Cross Country Skiing
 Beach or Waterfront Recreation Area
 Overnight or Day Camps

Nearest Ski Area(s): **Gunstock**

Other: **Woodman Institute; Bellamy River Sanctuary**

Demographics | 3 miles

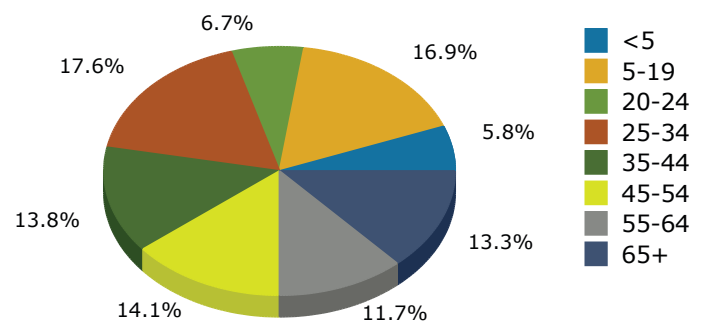


Demographic Summary

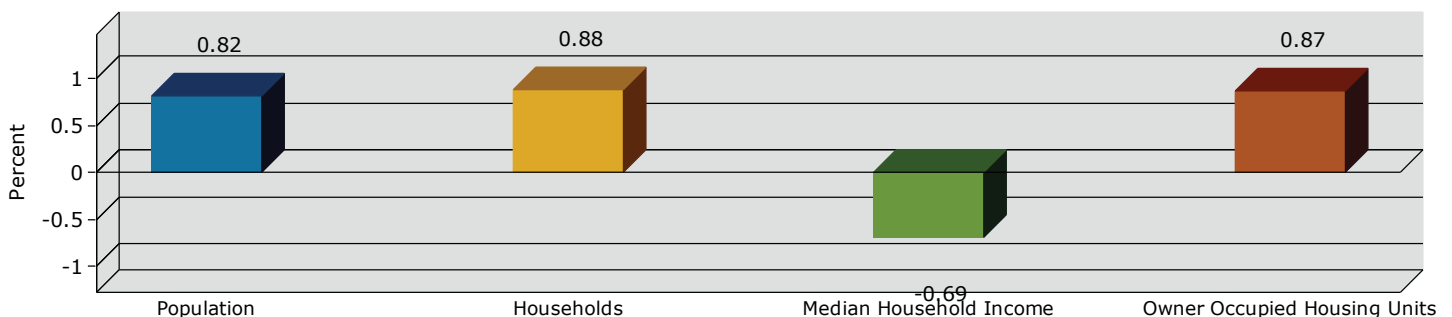
	3 miles
Total Businesses	1,752
Total Employees	19,774

	2016	2021
Population	25,769	26,838
Household	10,658	11,137
Families	6,029	6,273
Avg HH Income	\$72,436	\$76,878

2016 Population by Age

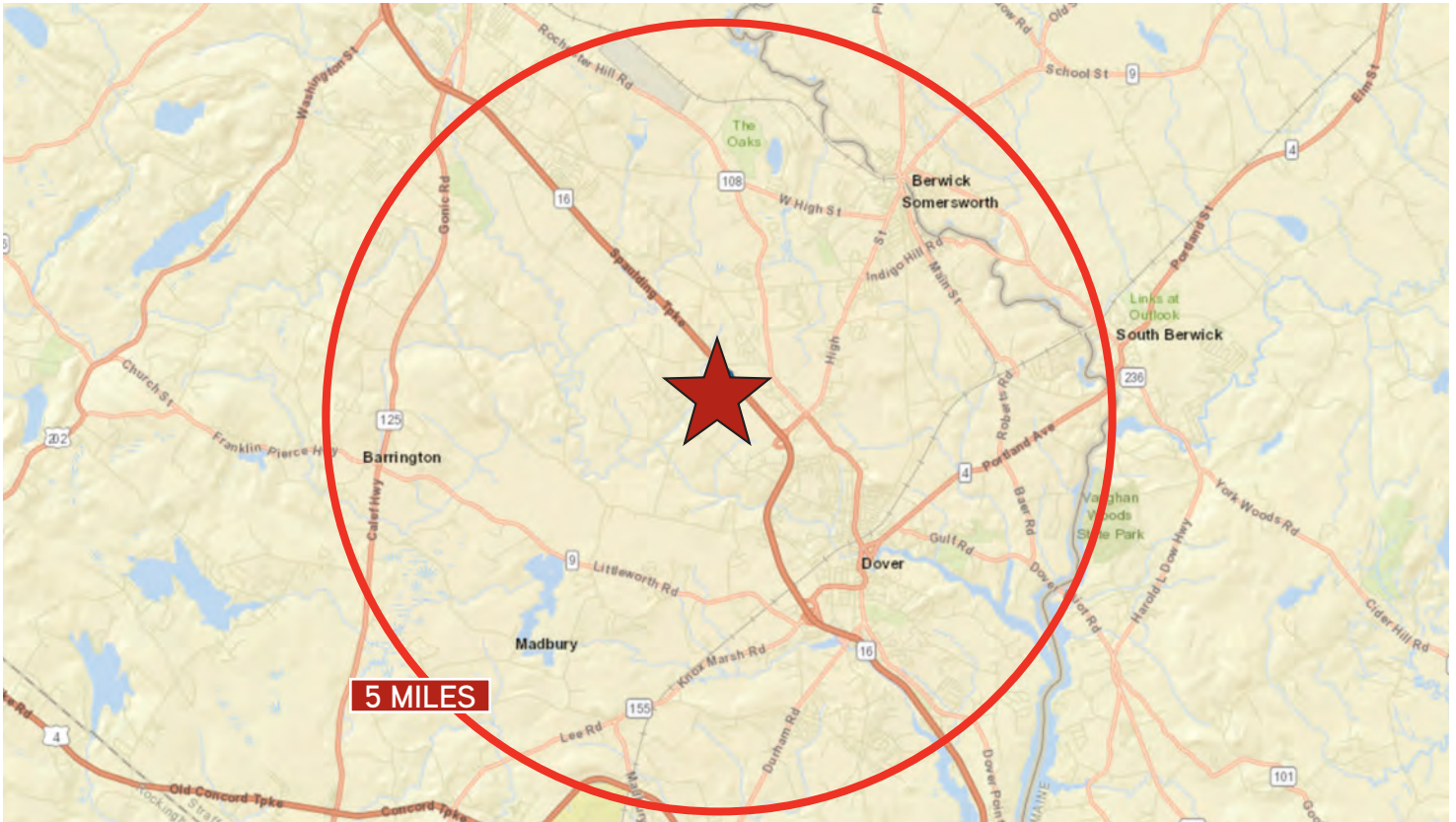


2016-2021 Annual Growth Rate



Sources: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2016 and 2021.
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Demographics | 5 miles

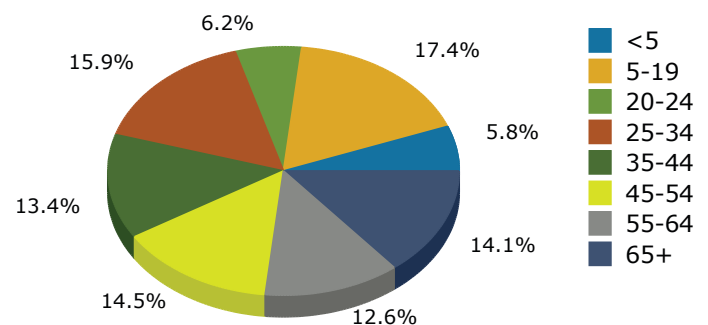


Demographic Summary

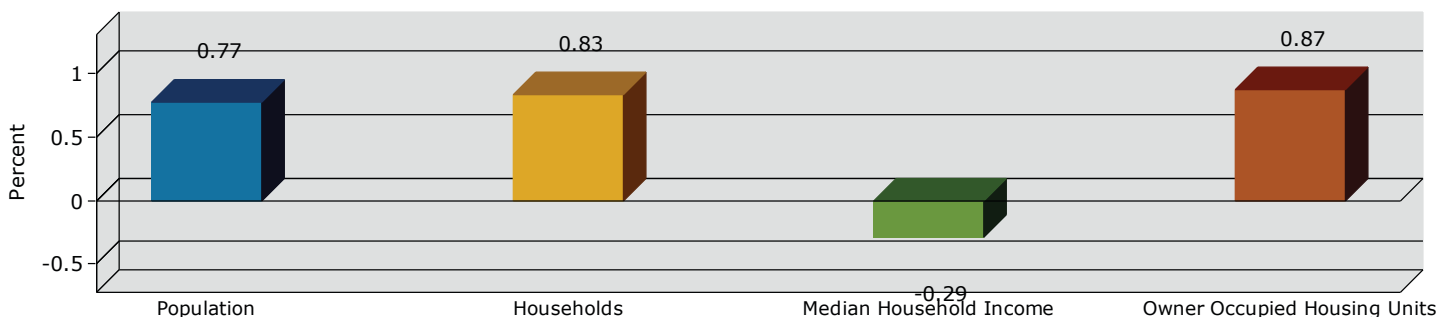
	5 miles
Total Businesses	2,727
Total Employees	29,001

	2016	2021
Population	54,825	56,958
Household	22,937	23,901
Families	13,559	14,074
Avg HH Income	\$75,408	\$80,662

2016 Population by Age

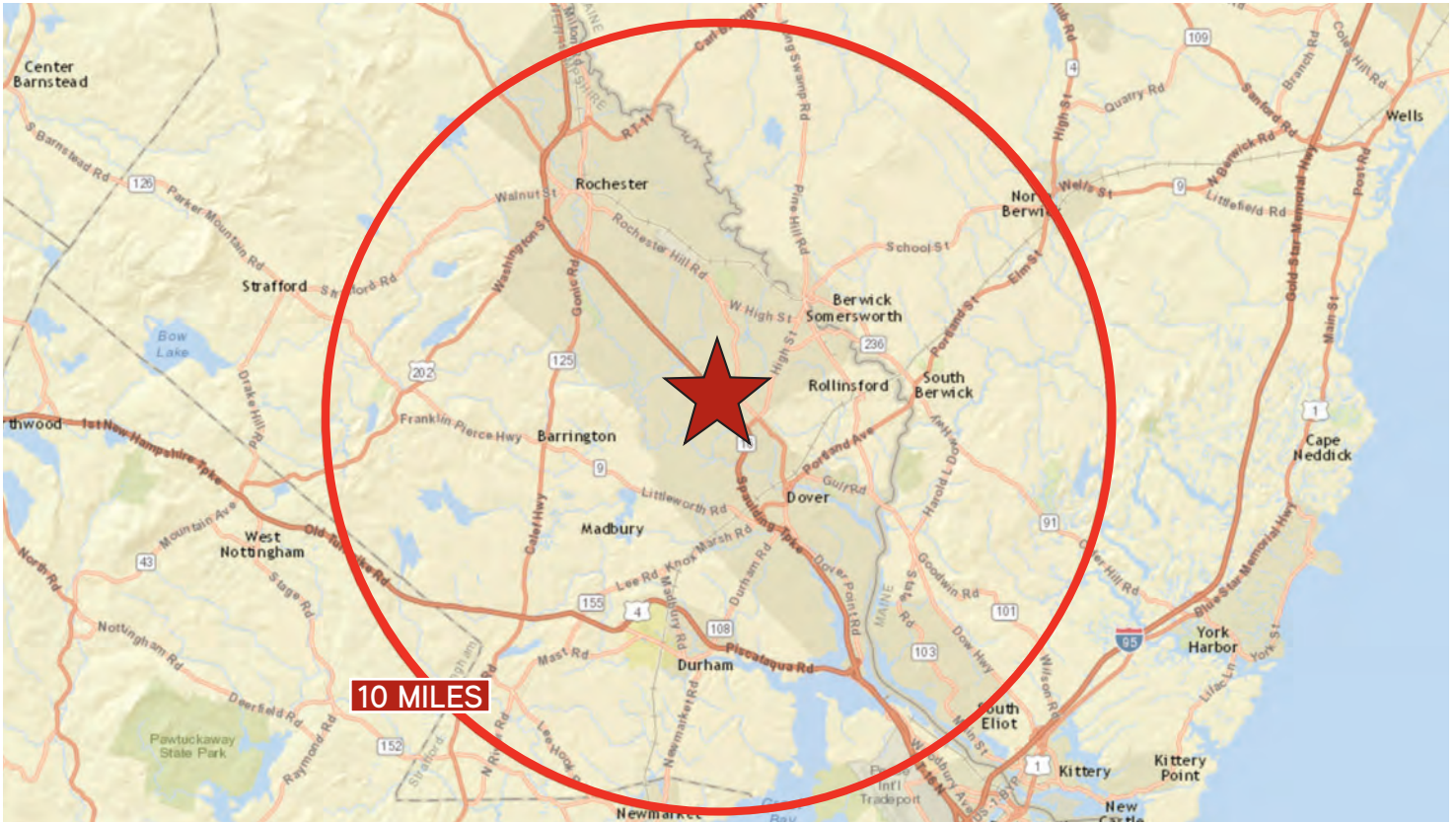


2016-2021 Annual Growth Rate



Sources: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2016 and 2021.
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Demographics | 10 miles

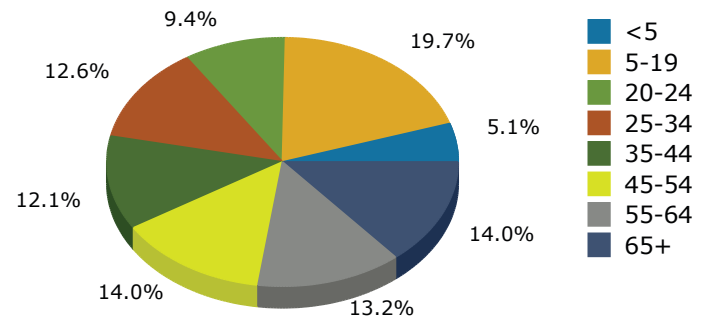


Demographic Summary

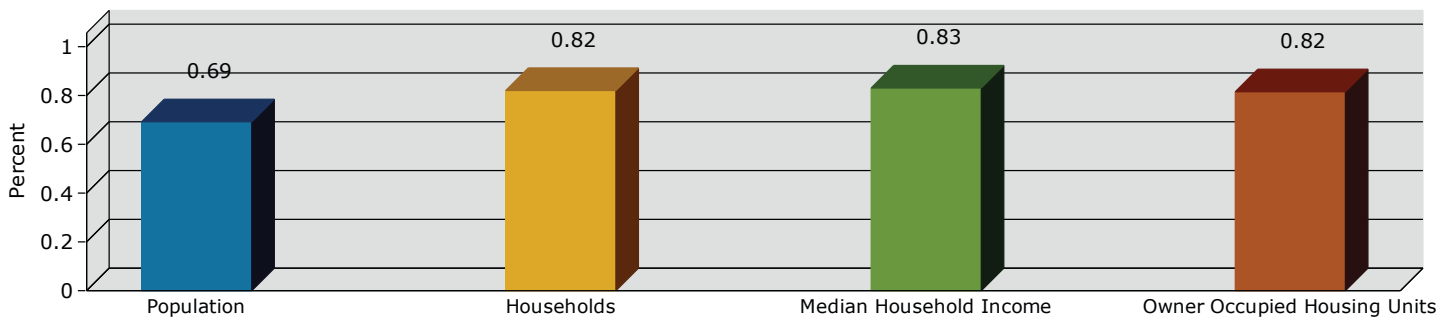
	10 miles
Total Businesses	5,405
Total Employees	70,768

	2016	2021
Population	133,203	137,894
Household	51,644	53,786
Families	32,437	33,642
Avg HH Income	\$79,916	\$86,093

2016 Population by Age



2016-2021 Annual Growth Rate



Sources: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2016 and 2021.
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By acknowledging your receipt of this Offering Memorandum from Enterprise Park, Dover, NH, you agree:

- 1) The Offering Memorandum and its contents are confidential;
- 2) You will hold it and treat it in the strictest of confidence; and
- 3) You will not, directly or indirectly, disclose or permit anyone else to disclose this Offering Memorandum or its contents in any fashion or manner detrimental to the interest of the Owner.

Owner and Colliers International expressly reserve the right, at their sole discretion, to reject any and all expressions of interest or offers to purchase the Property and to terminate discussions with any person or entity reviewing this Offering Memorandum or making an offer to purchase the Property unless and until a written agreement for the purchase and sale of the Property has been fully executed and delivered.

If you wish not to pursue negotiations leading to the acquisition of Enterprise Park, Dover, NH, or in the future you discontinue such negotiations, then you agree to purge all materials relating to this Property including this Offering Memorandum.

A prospective purchaser's sole and exclusive rights with respect to this prospective transaction, the Property, or information provided herein or in connection with the sale of the Property shall be limited to those expressly provided in an executed Purchase Agreement and shall be subject to the terms thereof. In no event shall a prospective purchaser have any other claims against Owner or Colliers International or any of their affiliates or any of their respective officers, directors, shareholders, owners, employees, or agents for any damages, liability, or causes of action relating to this solicitation process or the marketing or sale of the Property.

This Offering Memorandum shall not be deemed to represent the state of affairs of the Property or constitute an indication that there has been no change in the state of affairs of the Property since the date this Offering Memorandum.

Colliers International welcomes the cooperation of other licensed real estate brokers who properly register a buyer with whom a sale is consummated. Colliers International is acting as the Seller's agent in the marketing of this property.