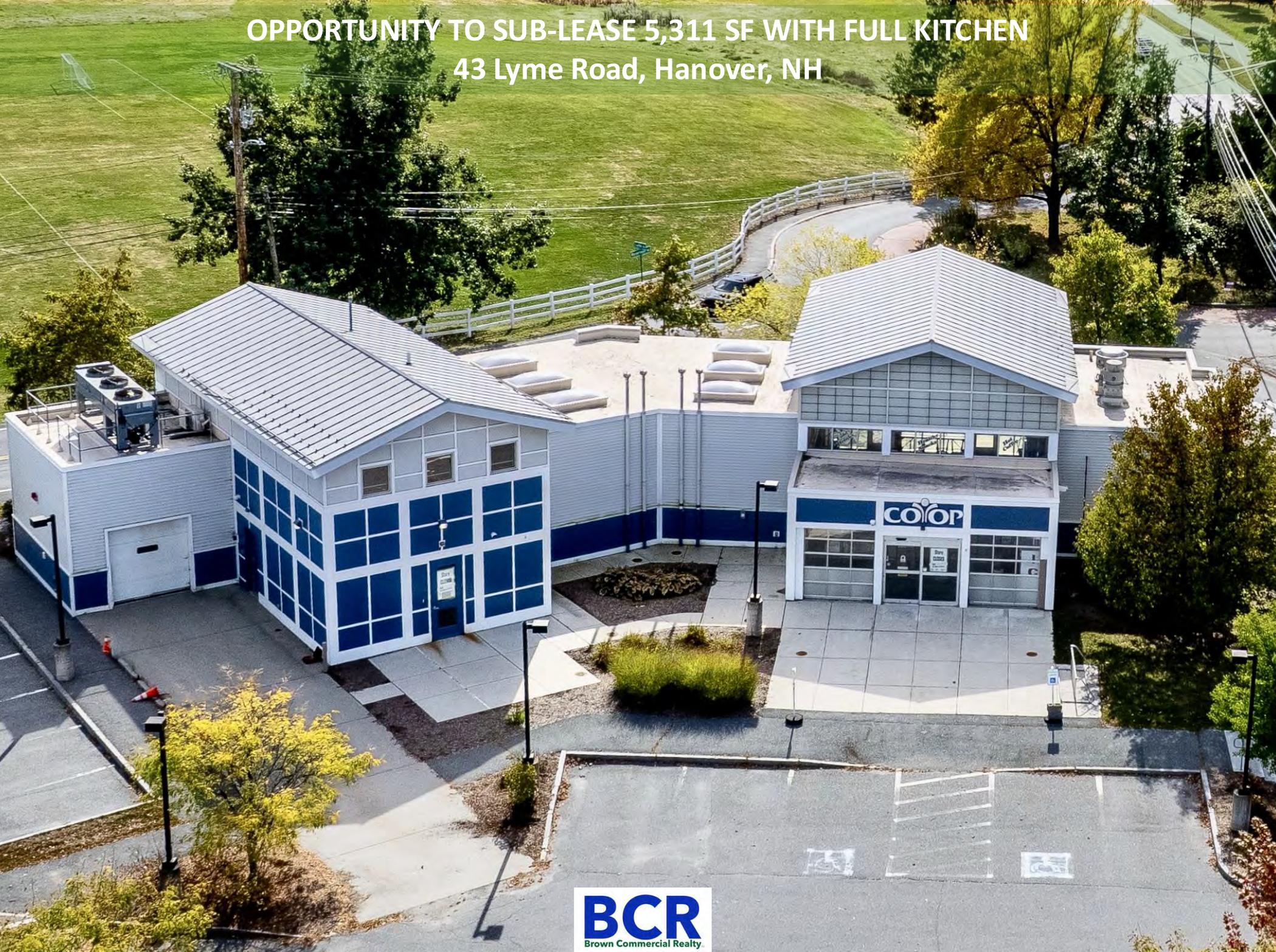


OPPORTUNITY TO SUB-LEASE 5,311 SF WITH FULL KITCHEN
43 Lyme Road, Hanover, NH



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43 Lyme Road, Hanover, NH

Looking Northeast to Oak Hill, Rugby Field, & Residential Neighborhood



Oak Hill
(Winter: Cross-Country NCAA competition facility;
Summer: Mt Bike facility)

Residential Neighborhood

Storrs Pond Recreation Area:
Community Pool, Tennis, Camping, Fishing, Hiking

Hanover
Elementary School

Residential Neighborhood

Dartmouth Rugby Fields

45 Lyme Road
42,000 SF Multi-Tenant
Office Building

Kendall
Continuing Care Community
(1 mile, 400 residents + 300 staff)

Cold Regions Research &
Engineering Lab
(0.4 Miles, 220 employees)

Hanover Middle School
(0.4 Miles)

Hanover, Dartmouth
College and graduate
Schools (3.9 miles)



OPPORTUNITY TO SUB-LEASE 5,311 SF WITH FULL KITCHEN

43 Lyme Road, Hanover, NH

Looking South to Hanover, Dartmouth College, golf practice facility



*Dartmouth
Golf Practice Facility*

*Hanover
Dartmouth College and Graduate
Schools of Business, Engineering,
and Medicine*

Dartmouth Rugby Fields

*Pine Park
Future Dartmouth Faculty and
Graduate Student Housing*

*45 Lyme Road
42,000 SF Multi-Tenant
Office Building*



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43 Lyme Road, Hanover, NH

Zoning, Regulations, & Use Restrictions

ZONING ORDINANCE 2024 TOWN OF HANOVER, NEW HAMPSHIRE

Town of Hanover, NH

Zoning Districts - Urban Area

- B - Business
- BM - Service Business & Limited Manufacturing
- D-1 - Downtown Center
- D-2 - Downtown Edge
- F - Forestry & Recreation
- GP - Goose Pond
- GR-1 - General Residence, 1
- GR-2 - General Residence, 2
- GR-3 - General Residence, 3
- GR-4 - General Residence, 4
- I - Institution
- MWD - Main Wheelock District
- NP - Natural Preserve
- OL - Office & Laboratory
- RO - Residence & Office
- RR - Rural Residence
- SR-1 - Single Residence, 1
- SR-2 - Single Residence, 2
- SR-3 - Single Residence, 3



405.3 Business (B)

A. Objective: The areas for the Retail Business district are designed to provide in selected locations throughout the community, but separate from the Downtown districts, sites for retail sales and services that are needed to serve the community.

B. Uses:

Permitted uses:

1. Bank
2. Child day care agency
3. Commercial service
4. Dwelling unit above the first floor
5. Governmental use: limited to office, public safety, recreation, parking
6. Funeral establishment
7. Hotel
8. Office
9. Place of assembly
10. Publishing
11. Restaurant
12. Retail sales
13. Theater
14. Warehouse
15. Use accessory to permitted use

Uses allowed by special exception:

1. Auto service station
2. Auto storage
3. Drive-in restaurant
4. Governmental use: limited to service
5. Other drive-in facility
6. Parking facility
7. Passenger station
8. Recreation, outdoor
9. Vehicular sales and repair facility
10. Wholesale business
11. Use accessory to special exception

C. Area and dimensions:

- (1) Minimum lot area: 40,000 square feet
- (2) Minimum lot frontage: 200 feet, with the exception of a lot on the turnaround portion of cul-de-sac, pursuant to Section 503.2
- (3) Minimum front setback: 10 feet
- (4) Minimum side setback: no minimum side setback, except for buildings on lots adjoining residential districts, where the minimum side setback adjoining the residential district is 15 feet
- (5) Minimum rear setback: minimum rear setback is 10 feet, except for buildings on lots adjoining residential districts, where the minimum rear setback adjoining the residential district is 20 feet
- (6) Maximum building height: 35 feet, or as specified in Section 505.1

From Lease

9. Limitations on Use: Tenant shall have the right to use and occupy the Property, including without limitation inside and outside of the Building, for the purpose of retail sales, including gasoline sales, and related activities, and any other lawful business now or hereafter engaged in by Tenant, its sublessees or assigns, that is not in violation of any legally enforceable recorded restrictions upon the Property. No use by Tenant shall be made that is contrary to any law or municipal by-law. However, if Tenant cannot legally use the Property for the purpose of retail sales, including gasoline sales, then Tenant shall have the right to terminate this Lease upon thirty (30) days written notice. If, during the Term of this Lease, Tenant elects to change its use of the Property in such a manner that would require a variance, conditional use permit or other special permission from any applicable governmental authority in order to effectuate such change, Landlord agrees to join with Tenant in applying for such variance, conditional use permit or special permission, provided such application shall be made and prosecuted solely at Tenant's expense.



OPPORTUNITY TO SUB-LEASE 5,311 SF WITH FULL KITCHEN

43 Lyme Road, Hanover, NH

Facts & Economics

Terms / Economics

***Sub-lease of the Co-ops land lease (with use of all improvements)**

Zoning: B1

Size: 5,311 SF of building on 30,265 SF of land

Sub-Lease Term: Sublease through current February 2034 expiration strongly preferred. One 10-year renewal option also available.

Base Rent: \$10.17/ SF

CAM (Tax+Opex): TBD. Tenant responsible for paying taxes and all costs related to maintaining and operating property. Coop operating at +/- \$17/SF

last full year of Operating expenses as operated by the coop

Property Taxes	\$36,000.00	\$6.78
Insurance	\$30,000.00	\$5.65
Plowing/Landscaping	\$18,000.00	\$3.39
Repairs & Maintenance	\$5,311.00	\$1.00
Replacement Reserve	\$1,327.75	\$0.25

TOTAL CAM (RETax+Opex)	\$90,638.75	\$17.07
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BCR is engaged to represent the Tenant to sublease this property. BCR's only Client in this sub-lease offering is the Tenant.



NEW HAMPSHIRE REAL ESTATE COMMISSION

121 South Fruit Street, Ste 201 Concord, NH 03301 Tel.: (603) 271-2701

BROKERAGE RELATIONSHIP DISCLOSURE FORM

(This is Not a Contract)

This form shall be presented to the consumer at the time of first business meeting, prior to any discussion of confidential information

Right Now You Are A Customer

As a customer, the licensee with whom you are working is not obligated to keep confidential the information that you might share with him or her. As a customer, you should not reveal any confidential information that could harm your bargaining position.

As a customer, you can expect a real estate licensee to provide the following customer-level services:

- To disclose all material defects actually known by the licensee pertaining to the on-site physical condition of the real estate;
- To treat both the buyer/tenant and seller/landlord honestly;
- To provide reasonable care and skill;
- To account for all monies received from or on behalf of the buyer/tenant or seller/landlord relating to the transaction;
- To comply with all state and federal laws relating to real estate brokerage activity; and
- To perform ministerial acts, such as showing property, preparing and conveying offers, and providing information and administrative assistance.

To Become A Client

Clients receive more services than customers. You become a client by entering into a written contract for representation as a seller/landlord or as a buyer/tenant.

As a client, in addition to the customer-level services, you can expect the following client-level services:

- Confidentiality;
 - Loyalty;
 - Disclosure;
 - Lawful Obedience; and
 - Promotion of the client's best interest.
- For seller/landlord clients this means the agent will put the seller/landlord's interests first and work on behalf of the seller/landlord.
- For buyer/tenant clients this means the agent will put the buyer/tenant's interest first and work on behalf of the buyer/tenant.

Client-level services also include advice, counsel and assistance in negotiations.

For important information about your choices in real estate relationships, please see page 2 of this disclosure form.

I acknowledge receipt of this disclosure as required by the New Hampshire Real Estate Commission (Pursuant to Rea 701.01).

I understand as a customer I should not disclose confidential information.

Name of Consumer (Please Print) _____

Name of Consumer (Please Print) _____

Signature of Consumer _____

Date _____

Signature of Consumer _____

Date _____

Provided by: _____

Licensee

Date _____

(Name of Real Estate Brokerage Firm)

(Licensees Initials) Consumer has declined to sign this form.

To check on the license status of a real estate firm or licensee go to www.nh.gov/nhrec. Inactive licensees may not practice real estate brokerage.

BCR is engaged to represent the Tenant to sublease this property. BCR's only Client in this sub-lease offering is the Tenant.

Types of Brokerage Relationships commonly practiced in New Hampshire

SELLER AGENCY (RSA 331-A:25-b)

A seller agent is a licensee who acts on behalf of a seller or landlord in the sale, exchange, rental, or lease of real estate. The seller is the licensee's client and the licensee has the duty to represent the seller's best interest in the real estate transaction.

BUYER AGENCY (RSA 331-A:25-c)

A buyer agent is a licensee who acts on behalf of a buyer or tenant in the purchase, exchange, rental, or lease of real estate. The buyer is the licensee's client and the licensee has the duty to represent the buyer's best interests in the real estate transaction.

SINGLE AGENCY (RSA 331-A:25-b; RSA 331-A:25-c)

Single agency is a practice where a firm represents the buyer only, or the seller only, but never both in the same transaction. Disclosed dual agency cannot occur.

SUB-AGENCY (RSA 331-A:2, XIII)

A sub-agent is a licensee who works for one firm, but is engaged by the principal broker of another firm to perform agency functions on behalf of the principal broker's client. A sub-agent does not have an agency relationship with the customer.

DISCLOSED DUAL AGENCY (RSA 331-A:25-d)

A disclosed dual agent is a licensee acting for both the seller/landlord and the buyer/tenant in the same transaction with the knowledge and written consent of all parties.

The licensee cannot advocate on behalf of one client over another. Because the full range of duties cannot be delivered to both parties, written informed consent must be given by all clients in the transaction.

A dual agent may not reveal confidential information without written consent, such as:

1. Willingness of the seller to accept less than the asking price.
2. Willingness of the buyer to pay more than what has been offered.
3. Confidential negotiating strategy not disclosed in the sales contract as terms of the sale.
4. Motivation of the seller for selling nor the motivation of the buyer for buying.

DESIGNATED AGENCY (RSA 331-A:25-e)

A designated agent is a licensee who represents one party of a real estate transaction and who owes that party client-level services, whether or not the other party to the same transaction is represented by another individual licensee associated with the same brokerage firm.

FACILITATOR (RSA 331-A:25-f)

A facilitator is an individual licensee who assists one or more parties during all or a portion of a real estate transaction without being an agent or advocate for the interests of any party to such transaction. A facilitator can perform ministerial acts, such as showing property, preparing and conveying offers, and providing information and administrative assistance, and other customer-level services listed on page 1 of this form. This relationship may change to an agency relationship by entering into a written contract for representation, prior to the preparation of an offer.

ANOTHER RELATIONSHIP (RSA 331-A:25-d)

If another relationship between the licensee who performs the services and the seller, landlord, buyer or tenant is intended, it must be described in writing and signed by all parties to the relationship prior to services being rendered.