

**Hampton I-95 Liquor Properties**  
**NHLC Responses to Buyer/Developer Questions provided by September 29, 2022**  
**10/13/2022**

Item No.	Question/Comment/Inquiry	Reserved for Response
1	Is it the goal of the State and Liquor Commission to fully resolve the outstanding questions surrounding the delineation of the wetlands and the existing Conservation Covenant <b>before</b> bringing on a developer / buyer partner? If so, what is the expected timing for resolution or clarification of those issues?	As stated during the September 22, 2022 event, it is the goal of the NHLC to try and resolve the outstanding questions regarding the wetland delineation on both the northbound and southbound properties and Conservation Covenant relating to the northbound property before issuing the RFP. No timetable for resolution of the delineation or covenant is available at this time.  The NHLC may issue the RFP prior to resolution of these items and would notify the short-listed, qualified Buyer/Developers prior to the RFP issuance.
2	Can you provide the amount of the non-refundable deposit required to submit a response to the RFP?	Not at this time. The requirement for a deposit and the circumstances that a refund may be offered will be identified in the RFP.
3	Hampton Zoning Ordinance Section 19-A.4 defines permitted uses and facilities. Passenger vehicle filling stations are permitted per 19—A.4.4. Please advise if commercial tractor-trailer vehicle fueling is excluded and thus a prohibited use.	Commercial vehicle fueling is not a permitted use in the Interstate Corridor Overlay District. Pursuing such activities would require a variance.
4	Please clarify if the Town of Hampton wetlands mapping will be revised to be consistent with TF Moran wetlands mapping and if so, will this result in more developable upland area. Work with the Town will yield additional upland area from what was provided if the TFM documentation during the RFQ or if that process will simply reaffirm TFM's delineation line as	As stated during the September 22, 2022 event, it is the goal of the NHLC to try and resolve the outstanding questions regarding the wetland delineation on both the northbound and southbound properties and Conservation Covenant relating to the northbound property before issuing the RFP.

	the true wetland limits rather than the Town's GIS Prime Wetland Limits"	
5	Will the successful buyer/developer still have the right to seek wetland impacts approval through NHDES Dredge & Fill application process or are the current wetlands discussions with Town of Hampton going to establish the limit of what will be allowed developable areas for these properties?	It is the goal of the NHLC to try and establish revised wetland delineations and to modify the Conservation Covenant such that upland areas can be developed by the successful Buyer/Developer.  Subject to the Conservation Covenant, as may be modified, the successful Buyer/Developer will also have the opportunity to pursue any additional developable areas through the current NHDES dredge and fill process.
6	In the RFQ question process, the NHLC indicated the Environmental Easement is unenforceable, does the NHLC still maintain this position?	The enforceability of the Conservation Covenant is unknown at this time. The NHLC is currently working with NHDES and the Town of Hampton to assess wetland delineations and the status of the covenant.
7	Will the State of New Hampshire convey title to the premises affected by the Covenants by Warranty Deed which provides that the covenants are of no force and effect?	Transfer will be subject to the covenant, as now recorded or modified. See also response to Item #6.
8	Will the State of New Hampshire agree to indemnify, hold harmless and defend the successful purchaser from any enforcement or attempted enforcement of the Covenants?	No. See also response to Item #6.
9	Will the State of New Hampshire provide a policy or policies of title insurance insuring that the Covenants are unenforceable?	No. See also response to Item #6.
10	Has any third party notified the State of New Hampshire that it intends to seek legal enforcement of the Covenants?	No. See also response to Item #6.
11	Has any Qualified Bidder, provided notice to the NHLC they no longer intend to participate in the RFP process?	No.
12	What state and local agencies or departments will formally	It is anticipated that the NHLC and DAS will participate in the RFP process, similar to the RFQ process. The

	participate (ability to score or vote) in the RFP selection?	final determination of which state and local agencies will be involved in the RFP process will be identified in the RFP.
13	Will any private companies formally participate (ability to score or vote) in the RFP selection, if so what companies?	It is anticipated that the same private companies that participated in the RFQ will participate in the same capacity in the RFP process. The final determination of which private companies will be involved in the RFP process will be identified in the RFP.
14	The NHLC indicated a non-refundable deposit will be required, this would be only from the successful respondent? Will the NHLC refund the deposit in the event the NHLC is unable to complete the transaction for any or no reason?	The details of the non-refundable deposit will be provided in the RFP when issued.
15	Does the NHLC have a timeline for the updated wetland mapping and subsequent conservation covenant amendment? Is there a Deadline to issue the RFP, if not what is time frame to issue the RFP?	There is no definitive timeline for resolution of the delineation or modification of the covenant, but NHLC understands that time is of the essence. See also response to Item #1.
16	<p>According to the August 2, 2019 meeting minutes of the Rivers Management Advisory Committee with representatives of the Liquor Commission and HNTB in attendance, Tom O'Donovan, NHDES Water Division Director, encouraged the NHLC to consider a multi-story approach to remain within the existing Hampton I-95 boundaries and to allow visitors to view wetlands and wildlife from an upper floor. It was reported that the current acreage is 5.2 acres on the northbound side and 4.7 acres on the southbound.</p> <p>a. Please confirm the acreage of the existing Hampton I-95 sites?</p> <p>b. Regarding Director O'Donovan's suggestion, would the NHLC consider a <math>\pm</math> 22,000 SF commercial condominium with a fee simple title and recordable</p>	<p>a. Per Page 2 of the Final RFQ, "These stores are located on parcels owned by the NHLC that are 64+/- acres in size northbound and 24+/- acres in size southbound."</p> <p>b. The suggestion is noted. The layout/configuration for the new NHLC facilities will be described in the RFP.</p>

	<p>deed in a multi-story building in lieu of a freestanding store?</p>	
<p>17</p>	<p>At NHLC's September 22, 2022 update meeting, a HNTB representative provided an Update on Prime Wetland Boundary Revision (Slide 5) and an Update on Conservation Covenant (Slide 6) with the following information:</p> <ul style="list-style-type: none"> <li>• Met with Town Selectboard on 7/25/22</li> <li>• Met with Town of Hampton Conservation Commission on 7/26/22</li> <li>• T.F. Moran delineation completed in 2017 – however recently affirmed in the field</li> <li>• Working with Town currently to assess opportunity to update prime wetland boundary</li> <li>• Goal – identify additional building areas on wetland boundary mapping</li> <li>• If wetland boundaries are revised, intend to work with Town of Hampton CC to see if Conservation Covenant can be improved.</li> <li>• Key points of discussion will be: (i) Equal or greater environmental protection opportunities; and (ii) Holder of new Conservation Covenant <ul style="list-style-type: none"> <li>a. Would the NHLC kindly confirm that only the northbound wetland boundaries are in dispute and that the developable southbound site is 13.057 acres?</li> <li>b. While we commend the NHLC Team for its extraordinary efforts to perfect the development rights for larger sites, a review of the minutes of the July 26 Hampton Conservation Commission meeting suggests that there are significant</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>a. The Conservation Covenant only relates to the northbound property. See also response to Item #1. The southbound property is 24+/- acres in size. See also response to Item #16.a.</li> <li>b. While the details of the offering will be discussed in the RFP, it is anticipated that the NHLC will offer the entirety of the properties to qualified bidders for outright sale. See response to Item #1.</li> <li>c. No. While the details of the offering will be discussed in the RFP, it is anticipated that the NHLC will offer the entirety of the properties to qualified bidders for outright sale.</li> </ul>

	<p>headwinds that could include public hearings, a vote of the Town, and subsequent NHDES review and concurrence for the wetland boundaries to be changed. Based on other projects of this scale, we would estimate that the process could take 18 – 24 months.</p> <p>Given the uncertainty, would the NHLC consider a phased approach to the development with a Request for Proposals for Phase I for the undisputed site boundaries? If additional acreage and uses (e.g., hotels) were approved, the Liquor Commission could issue a Phase II RFQ/RFP for ancillary development in the future.</p> <p>c. Alternatively, is the NHLC contemplating retaining ownership of the properties and offering the sites on a long-term ground lease basis?</p>	
18	<p>At NHLC’s September 22, 2022 update meeting, a HNTB representative presented the RFP Framework and Approach (Slide 7) as follows: RFP is likely to include:</p> <ul style="list-style-type: none"> <li>• Language and direction on updated prime wetland boundary and how to approach Conservation Covenant</li> <li>• Request for detailed Development Concept Plans and narrative responses</li> <li>• Response to framework for Master Development Agreement</li> <li>• Request for detailed Financial Capacity information</li> <li>• Purchase Price based on assumptions provided</li> <li>• Non-refundable deposit</li> </ul>	<p>a. Yes. Any revisions to the wetland boundaries or modifications to the Conservation Covenant will be noted in the RFP with specific instructions on how to respond.</p> <p>b. A draft Master Development Agreement, to be included in the RFP, is anticipated to include any specific requirements of the properties that the Buyer/Developers must incorporate.</p> <p>c. Purchase Price assumptions will be identified in the RFP.</p> <p>d. See response to Item #14.</p>

	<p>a. Will the NHLC provide a copy of the current Covenant and any other deed restrictions in its instructions on how to approach the Conservation Covenant?</p> <p>b. Will the framework for the Master Development Agreement include requirements for a NHDRED Visitor Center, racked systems for brochures, space for vending machines provided by others under separate contracts with the State, or any other State-related activities?</p> <p>c. Does the Purchase Price based on assumptions provided by NHLC imply that a portion of a bid could be contingent on a favorable outcome on the Prime Wetlands boundaries?</p> <p>d. If the respondent is not the selected as the Buyer/Developer, would the deposit be eventually returned?</p>	
<p>19</p>	<p>At the NHLC’s September 22, 2022 update meeting, a HNTB representative referenced a requirement for visual and sound buffers between development locations and residential abutting properties. Will the NHLC provide locations of residential properties that require screening and provide detail on the degree of screening required and how it will be measured (foot-candles, decibel levels, etc.)?</p>	<p>a. It is anticipated that the successful Buyer/Developer will work with the Town of Hampton, NH to identify properties that require buffering during the typical site plan review process.</p>