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March 19, 2015

To the Members of the Long Range Capital
Planning and Utilization Committee

The Long Range Capital Planning and Utilization Committee, as established by RSA 17-M, will hold an organizational and regular business meeting on Thursday, March 26, 2015, at 1:00 p.m. in Room 201 of the Legislative Office Building.

Please find attached information to be discussed at this meeting.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael W. Kane".

Michael W. Kane
Deputy Legislative Budget Assistant

MWK/pe
Attachments

LONG RANGE CAPITAL PLANNING AND UTILIZATION COMMITTEE
AGENDA

Thursday, March 26, 2015 at 1:00 p.m. in Room 201 of the Legislative Office Building

(1) **Organization of Committee**

(2) **Committee Orientation:**

LRCP 15-002 – Revised Statutes Annotated for the Long Range Capital Planning and Utilization Committee

(3) **Acceptance of Minutes** of the November 18, 2014 meeting

(4) **Old Business:**

(5) **New Business:**

RSA 4:39-c Disposal of Highway or Turnpike Funded Real Estate:

LRCP 15-004 Department of Transportation – request authorization to extend the listing agreement with Parade Properties for a term of six (6) months, keep the current listing price of \$25,000, allow negotiations within the Committee’s current policy guidelines, and assess an Administrative Fee of \$1,100, to sell a 0.34 +/- of an acre parcel of State owned land located on the southerly side of NH Route 155 and the northerly side of Kelley Road (Old Pudding Hill Road) in the Town of Madbury, subject to the conditions as specified in the request dated February 9, 2015 (Originally approved (LRCP 13-022) May 14, 2013, and subsequently amended (LRCP 13-049) on November 20, 2013)

LRCP 15-005 Department of Transportation – request authorization to sell a portion of the Controlled Access Right-of-Way consisting of 7,785 +/- square feet located at the northeast corner of NH Route 111 and Roulston Road in the Town of Windham directly to Robert Carrier for \$8,600, which includes an \$1,100 Administrative Fee, subject to the conditions as specified in the request dated February 17, 2015

LRCP 15-006 Department of Transportation – request authorization to sell a 0.36 +/- of an acre State owned parcel located on the southeasterly side of NH Route 11 in the Town of Farmington directly to A.J. Cameron’s Sod Farms, Inc. for \$13,100, which includes an \$1,100 Administrative Fee, subject to the conditions as specified in the request dated February 25, 2015

RSA 4:40 Disposal of Real Estate:

LRCP 15-001 Department of Administrative Services – request authorization to enter into a three (3) year Use of Premises Agreement with the County of Coos, PO Box 10, West Stewartstown, N.H. 03597 for state owned property located in the Coos County Superior Court, 55 School Street, Lancaster, N.H., for the period of June 1, 2015 to May 31, 2018, for an amount not to exceed \$168,732, subject to the schedule of annual rent as specified in the request dated January 23, 2015

LRCP 15-003 Department of Education – Bureau of Vocational Rehabilitation, Division of Career Technology and Adult Learning request approval of a ten-year lease agreement with Haverford Hathaway, LLC, P11 Court Street, Suite 100, Exeter, N.H. 03833 for 7,004 square feet of space to be provided in an existing building located at One Sundial Avenue, Manchester, N.H., with the agreement date effective March 31, 2015 and occupancy and rental payments commencing three (3) months later (providing time for fit-up) on July 1, 2015 through June 30, 2025, for an amount not to exceed \$1,373,481, subject to the schedule of annual rent as specified in the request dated January 26, 2015

(6) **Miscellaneous:**

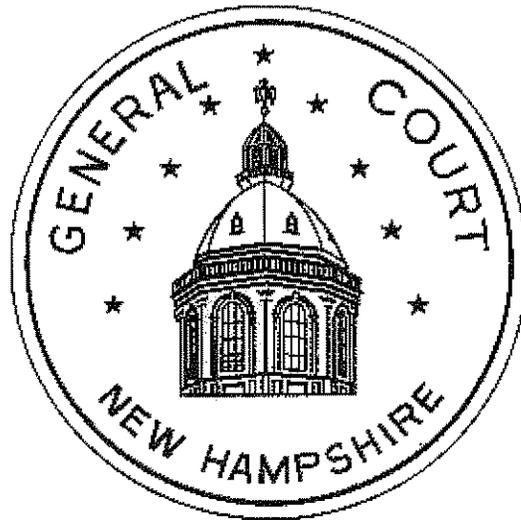
(7) **Informational:**

LRCP 14-044 Long Range Capital Planning and Utilization Committee – Biennial Report, December 1, 2014

(8) **Date of Next Meeting and Adjournment**

**REVISED STATUTES
ANNOTATED (RSA)
TO THE**

**LONG RANGE CAPITAL PLANNING AND
UTILIZATION COMMITTEE**



MARCH 16, 2015

**REVISED STATUTES ANNOTATED (RSA) REFERENCES TO THE LONG RANGE
CAPITAL PLANNING AND UTILIZATION COMMITTEE**

**March 16, 2015
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**TITLE I
THE STATE AND ITS GOVERNMENT**

**CHAPTER 4
POWERS OF THE GOVERNOR AND COUNCIL IN CERTAIN CASES**

Acquisition and Disposal of Real Estate

Section 4:39-a

4:39-a New Hampshire Hospital Real Estate. – The area in the city of Concord bounded by Pleasant, Fruit, Clinton, and South Spring streets, excluding any privately owned land and buildings, and also excluding the 2 stand-alone parcels known presently as city of Concord tax map 37, block 6, lots 17 and 19 together with the buildings and other improvements situated on such parcels, and known as the main campus of the New Hampshire hospital shall remain in its entirety the property of the state of New Hampshire, except such land as determined necessary for use by the city of Concord for approved municipal services may be conveyed in accordance with RSA 10:4 unless RSA 227-C:6 applies. If RSA 227-C:6 applies, such land shall be conveyed in accordance with RSA 227-C:9. The commissioner of administrative services, with the approval of the ***LONG RANGE CAPITAL PLANNING AND UTILIZATION COMMITTEE***, shall designate the use of and be responsible for maintaining, with the exception of the interior maintenance and maintenance of grounds of certain properties pursuant to RSA 21-I:11, I(c)(1), and leasing any buildings on the main campus of the New Hampshire hospital in accordance with the following priorities: (1) department of health and human services and its lessees, (2) state departments, and (3) other government or nonprofit organizations performing a state-related function. RSA 10 shall not apply to the 2 stand-alone parcels known presently as city of Concord tax map 37, block 6, lots 17 and 19 or any building or other improvements situated on such parcels, and any proposed disposal of either or both of such parcels shall be subject to the provisions of RSA 4:40.

Source. 1987, 381:1. 1995, 310:181. 2005, 291:22. 2012, 254:2, eff. June 18, 2012. 2014, 327:37, eff. Aug. 2, 2014.

**TITLE I
THE STATE AND ITS GOVERNMENT**

**CHAPTER 4
POWERS OF THE GOVERNOR AND COUNCIL IN CERTAIN CASES**

Acquisition and Disposal of Real Estate

Section 4:39-b

4:39-b Approval of State Agency Leases Exceeding 5 Years. – Any lease of land, buildings, or space to be used by any state agency, as defined in RSA 21-G:5, III, and which exceeds a term of 5 years, including all options, shall be reviewed and approved by the ***LONG RANGE***

CAPITAL PLANNING AND UTILIZATION COMMITTEE established in RSA 17-M prior to submission to the governor and council for approval.

Source. 1998, 276:5, eff. June 26, 1998.

**TITLE I
THE STATE AND ITS GOVERNMENT**

**CHAPTER 4
POWERS OF THE GOVERNOR AND COUNCIL IN CERTAIN CASES**

Acquisition and Disposal of Real Estate

Section 4:39-c

4:39-c Disposal of Highway or Turnpike Funded Real Estate. – Disposal of real estate purchased with state or federal highway funds, or both, or with turnpike funds shall occur as follows:

I. Upon recommendation of the commissioner of the department of transportation to dispose of or lease property purchased with state or federal highway funds or both, or turnpike funds, the request for disposal or leasing shall be reviewed and approved by the *LONG RANGE CAPITAL PLANNING AND UTILIZATION COMMITTEE* before submission to the governor and council for approval. Upon determination that the property is no longer needed by the state, the governor and council shall first offer it to the government of the town, city, or county in which the property is located. If the town, city, or county refuses the offer, the governor and council may sell, convey, transfer, or lease the real property.

II. Sales of real property under this section shall be at not less than current market value of the subject property, as may be determined by the governor and council. If the town, city, or county decides to resell the property, it shall first offer the property to the state at the market value at the time of sale.

III. The proceeds from a sale, conveyance, transfer, or lease under this section shall be credited to either the highway fund or the turnpike fund, whichever fund provided money for the original purchase.

IV. This section shall not apply to the exchange of state-owned lands for other lands of equal or greater value, which are under the jurisdiction of the department of transportation and used by the department during right-of-way negotiations, or to the sale of buildings that need to be moved to clear such rights-of-way for public projects found necessary under other state laws.

Source. 2005, 12:1. 2007, 100:1, eff. Aug. 10, 2007.

**TITLE I
THE STATE AND ITS GOVERNMENT**

**CHAPTER 4
POWERS OF THE GOVERNOR AND COUNCIL IN CERTAIN CASES**

Acquisition and Disposal of Real Estate

Section 4:39-d

4:39-d Leasing of State-Owned Real Estate on Public Waters. – Beginning January 1, 2010 the following shall apply to new leases:

I. Portions of real estate owned by the state that are on the shores of public waters, as defined by RSA 271:20, and managed by a state agency, except for the lands managed by the bureau of rail and transit in the department of transportation according to RSA 228:57-a, may be leased for private, noncommercial use by owners of adjacent residentially developed properties that are either fully constructed or for which owners can demonstrate incurring substantial liabilities in a reasonable good faith reliance on the absence of controlling law or regulation, known as vested rights, prior to January 1, 2011. The following shall constitute sufficient evidence of vested rights:

(a) The activities are specifically identified in a building permit application that has been approved by the appropriate municipal board or official with authority over building permits prior to January 1, 2011; or

(b) At a minimum, a concrete foundation, or its equivalent, for the primary structure was installed prior to January 1, 2011.

II. Any property owner meeting the requirements of this section may request in writing to be allowed to lease such property from the state. However, when the adjacent property is owned by more than one individual, such as a condominium association, the association, only as a single entity, may request the lease. In no case shall more than one access point to the leased property be allowed.

III. In addition to paragraph I, portions of real estate owned by the state and managed by a state agency that are on the shores of public waters as defined by RSA 271:20, may be leased by persons who can demonstrate the intent to provide a public use or benefit by utilizing the state land, provided the proposed lease is reviewed in accordance with all relevant procedures related to the disposal of state-owned property and provided the lease is compliant with all statutory requirements for the use of the land.

IV. Leases shall be for a period of not more than 5 years.

V. Leases may be renewed after the initial lease period has expired, provided that the use of the leased property remains noncommercial and private, payments have been made by the lessee according to the lease, all statutory conditions are met, and the lessee is compliant with all state and federal permit requirements. Such lease renewals shall not be for more than 5 years at a time, unless extended by authorization of the **LONG RANGE CAPITAL PLANNING AND UTILIZATION COMMITTEE** and the governor and council. This paragraph shall apply to all lease renewals regardless of their date of origin.

VI. Leases and renewals under this section shall be subject to all other requirements related to the disposal or lease of state-owned property, including but not limited to RSA 4:39-c and RSA

4:40. Nothing in this section shall be interpreted as limiting the ability of the state to impose reasonable conditions and restrictions or to determine a reasonable price with respect to any leased property.

Source. 2009, 254:1, eff. Jan. 1, 2010.

**TITLE I
THE STATE AND ITS GOVERNMENT**

**CHAPTER 4
POWERS OF THE GOVERNOR AND COUNCIL IN CERTAIN CASES**

Acquisition and Disposal of Real Estate

Section 4:39-e

4:39-e Real Property Owned or Leased by State Agencies; Reporting Requirement. –

I. On or before July 1, 2013, and biennially thereafter, each state agency, as defined in RSA 21-G:5, III, shall make a report identifying all real property owned or leased by the agency. For each parcel owned by the agency, the report shall include any reversion provisions, conservation or other easements, lease arrangements with third parties, and any other agreement that may affect the future sale of the property. For each parcel leased by the agency, the report shall include the lease term.

II. Each state agency shall file the report with the governor, the senate president, the speaker of the house of representatives, the chairperson of the senate capital budget committee, the chairperson of the house public works and highways committee, the chairperson of the *LONG RANGE CAPITAL PLANNING AND UTILIZATION COMMITTEE* established in RSA 17-M:1, and the commissioner of the department of administrative services.

III. The commissioner of the department of administrative services shall develop a standard format for agencies to use in submitting the report required under this section. The form of the report shall not be considered a rule subject to the provisions of RSA 541-A.

Source. 2012, 254:1, eff. June 18, 2012.

**TITLE I
THE STATE AND ITS GOVERNMENT**

**CHAPTER 4
POWERS OF THE GOVERNOR AND COUNCIL IN CERTAIN CASES**

Acquisition and Disposal of Real Estate

Section 4:40

4:40 Disposal of Real Estate. – Disposal of state owned real estate shall occur as follows:

I. Except as provided in RSA 4:39-c, RSA 228:31-b, and RSA 204-D, upon recommendation

of the head of any state department having jurisdiction over the same, all requests for the disposal or leasing of state-owned properties shall be reviewed and approved by the ***LONG RANGE CAPITAL PLANNING AND UTILIZATION COMMITTEE***, with advice from the council on resources and development, prior to submission to the governor and council for approval. Upon determination that the property is no longer needed by the state, the governor and council shall first offer it to the town, city, or county in which the property is located. If the town, city, or county refuses the offer, the governor and council may sell, convey, transfer, or lease the real property.

II. [Repealed.]

III. Sales of real property under this section shall be at not less than a current market value of the subject property as may be determined by the governor and council. If the town, city, or county decides to resell the property, it shall first offer the property to the state at the market value at the time of sale.

III-a. All state agencies shall charge an administrative fee for the disposal of real property under this section. The administrative fee shall be at least \$1,100 and shall be subject to the approval of the ***LONG RANGE CAPITAL PLANNING AND UTILIZATION COMMITTEE***, except that the committee may waive or approve a fee less than \$1,100 in appropriate circumstances, provided the authority of the committee to waive or lower the fee shall be applied in a fair and consistent manner. The revenue from the administrative fees shall be deposited into the general, highway, turnpike, or fish and game fund, depending on which fund initially purchased the property, except that for disposals of real property by the department of resources and economic development the administrative fee shall be deposited into the separate account within the forest improvement fund, as provided in RSA 227-G:5, II(b), for the purchase and improvement of areas suitable for state reservations.

IV. This section shall not apply to sale of institutional lands as provided by RSA 10:4, to real estate given or bequeathed to the state under provisions of trust or in settlement of public assistance claims or liens, or to state lands or their products required to be held to procure a continuance of federal conservation work; provided, however, that the state-capitol-region planning commission shall be provided written notice 60 days before any sale in the city of Concord or Concord area. This section shall also not apply to the exchange of state-owned lands for other lands of equal or greater value, which are under the jurisdiction of a department and used by such department during right-of-way negotiations or to the sale of buildings that need to be moved to clear such right-of-way for public projects found necessary under other state laws.

V. No state-owned property adjacent to or providing access to a river or river segment shall be recommended for disposal by the council on resources and development except upon the review and recommendation of the advisory committee established in RSA 483:8.

Source. 1931, 105:1. 1935, 140:3. RL 27:34. RSA 4:40. 1982, 42:222. 1983, 428:5. 1986, 224:1. 1987, 381:2. 1988, 250:3, 8. 1990, 233:9. 1991, 116:3; 302:1. 1993, 25:1. 2005, 12:2; 212:4; 291:23, 26. 2006, 98:1; 307:1. 2008, 351:1, eff. Sept. 5, 2008.

**TITLE I
THE STATE AND ITS GOVERNMENT**

**CHAPTER 17-M
*LONG RANGE CAPITAL PLANNING AND UTILIZATION COMMITTEE***

Section 17-M:1

17-M:1 Committee Established. – There is hereby established a committee to be known as the *LONG RANGE CAPITAL PLANNING AND UTILIZATION COMMITTEE*. The committee shall consist of one member designated by the governor, 4 members of the senate appointed by the president, not more than 3 of whom shall be of the same party, and 4 members of the house of representatives appointed by the speaker, not more than 3 of whom shall be of the same party. The president of the senate and the speaker of the house may, at any time, appoint alternate senate and house members to replace regular members who are unable to appear at a committee meeting. The commissioner of administrative services or his designee, and the commissioner of transportation or his designee shall be advisory members, without a vote. The legislative members shall serve for the balance of their elected terms and the representative of the governor shall serve for the balance of the term of the governor. The committee shall choose a chairman, vice-chairman and clerk from among its members. The members shall receive no compensation for their services, but the legislative members shall receive legislative mileage while on official business. Each member shall be reimbursed for his expenses incurred on official business.

Source. 1983, 428:4. 1985, 399:3, I. 1986, 224:4, eff. Aug. 5, 1986.

**TITLE I
THE STATE AND ITS GOVERNMENT**

**CHAPTER 17-M
*LONG RANGE CAPITAL PLANNING AND UTILIZATION COMMITTEE***

Section 17-M:2

17-M:2 Powers and Duties. –

I. (a) The committee shall conduct a study of the physical needs and financial resources of the state. The study shall include, but not be limited to, the following matters:

- (1) A continuing review of the need for additional space for all state agencies;
- (2) A continuing review of all buildings and land presently owned by the state, together with those under consideration for construction or purchase and those under consideration for disposal;
- (3) A continuing review of the quantity, type, sufficiency and cost of all space presently being leased or rented by state agencies;
- (4) A plan to coordinate the physical plant needs and capital resources of the state into a feasible, long range capital improvement program for the entire state;
- (5) Periodic recommendations for improvement in the capital budget process; and

(6) Investigation of the use of public property for low-income housing sites.

(b) [Repealed.]

II. In conducting its study, the committees may hold hearings at such times and in such places as the committee deems advisable.

III. The committee may require the assistance of any state department, commission, board, agency or institution in conducting its study, and such departments, commissions, boards, agencies and institutions are directed to assist the committee whenever the committee so requests.

IV. The committee may, with the approval of the senate president and the speaker of the house, employ a consultant to assist the committee in its duties; provided, any consultant employed shall receive compensation for his services only from federal or private funds, or from both.

V. The committee shall act in an advisory capacity to the director of the office of energy and planning.

Source. 1983, 428:4. 1986, 224:3. 1996, 101:2. 2003, 319:9. 2004, 257:44, eff. July 1, 2004. 2013, 83:1, eff. Aug. 18, 2013.

**TITLE I
THE STATE AND ITS GOVERNMENT**

**CHAPTER 17-M
*LONG RANGE CAPITAL PLANNING AND UTILIZATION COMMITTEE***

Section 17-M:3

17-M:3 Reports. – The committee shall compile and issue the results of its study in the form of a report on or before December 1 in each even numbered year. The committee shall deliver the report to the governor and council and the presiding officer of each house. The report shall be a public document available to the public.

Source. 1983, 428:4, eff. Aug. 23, 1983.

**TITLE XII
PUBLIC SAFETY AND WELFARE**

**CHAPTER 162-C
COUNCIL ON RESOURCES AND DEVELOPMENT**

Section 162-C:2

162-C:2 Responsibilities. – The council shall:

I. Consult upon common problems in the fields of environmental protection, natural resources, and growth management including the encouragement of smart growth;

II. Consult with, negotiate with, and obtain information from, any federal or state agency concerned with any of the council's problems, reports, recommendations or studies;

III. Make biennial reports and recommendations, as may be desirable, to the governor and council;

IV. Make studies and recommendations concerning changes to effectively coordinate the work of the agencies which have membership in the council;

V. Resolve differences or conflicts concerning development, resource management, or the encouragement of smart growth which result from the work of any agency represented on the council in developing policies, plans, or programs. The council shall investigate; if possible, resolve the problem; and if appropriate, submit its recommendations to the governor and council or to the general court. If investigation by the council shows that the laws and rules of an agency represented on the council are in conflict with those of another agency, the council shall submit a report with recommendations to the governor and council or to the general court;

VI. Resolve differences and conflicts among the agencies and departments of the state in the implementation of the tourism policy under RSA 12-A:23;

VII. Review the disposal of state owned real property pursuant to RSA 4:40;

VIII. Provide oversight relative to the statewide public boat access program, work with the public water access advisory board and provide recommendations to the governor and executive council regarding public access;

IX. Complete the smart growth report required under RSA 9-B:6;

X. Review and coordinate the distribution of funds by state agencies to local and regional entities to encourage consistency with and provide support for New Hampshire's smart growth policies under RSA 9-B:4;

XI. Review the following actions by state agencies and ensure, in consultation with the **LONG RANGE CAPITAL PLANNING AND UTILIZATION COMMITTEE** established by RSA 17-M:1-3, that these actions are taken into consideration in the long range capital improvement program that is updated every 2 years in conjunction with the capital budget process, and provide recommendations to the governor regarding whether the actions are consistent with New Hampshire's smart growth policies under RSA 9-B:5:

(a) Capital budget requests;

(b) Building operation and maintenance plans; and

(c) Facility location and planning; and

XII. Facilitate coordination of state agencies to support local, regional, and state planning efforts consistent with RSA 9-A:1-4.

Source. 1963, 301:2. 1965, 212:2. 1973, 140:7. 1981, 364:1. 1986, 165:3; 224:5. 1987, 283:6, 7. 1992, 265:6. 2000, 292:7. 2001, 249:3. 2006, 307:2. 2008, 150:2, eff. June 6, 2008.

TITLE XII PUBLIC SAFETY AND WELFARE

CHAPTER 162-C COUNCIL ON RESOURCES AND DEVELOPMENT

Section 162-C:4

162-C:4 Meetings. – The council shall meet at least once every 3 months, but may meet more often as it shall determine. The chairman shall prepare and deliver an agenda to all members at

least 7 days in advance of each meeting. The council shall provide a copy of the minutes from each meeting to the senate president, the speaker of the house of representatives, the *LONG RANGE CAPITAL PLANNING AND UTILIZATION COMMITTEE*, and the governor and council.

Source. 1963, 301:4. 1965, 212:4. 1987, 283:8. 2006, 307:3, eff. July 1, 2006.

TITLE XV EDUCATION

CHAPTER 188-F COMMUNITY COLLEGE SYSTEM OF NEW HAMPSHIRE

Section 188-F:6

188-F:6 Authority of the Board of Trustees. – The trustees shall have the management and control of all the property and affairs of the community college system, all of its colleges, divisions, and departments. In addition to this authority, the trustees are authorized to:

I. Develop and adopt bylaws for the regulation of its affairs and the conduct of business and to adopt an official seal and alter it as necessary or convenient.

II. Oversee the administration of the community college system of New Hampshire and its colleges, divisions, departments, and regional academic centers, to determine the organizational structure and operational policies and procedures for the community college system, and to render the final decision on the closure of any college or regional academic center.

III. (a) Appoint and fix the compensation of a chancellor of the community college system of New Hampshire who shall serve as the chief executive officer of the community college system, as the community college system's primary liaison with the general court and other elements of state government, and as chief spokesperson for the community college system. The chancellor shall be qualified by education and experience and shall serve at the pleasure of the board.

(b) Approve the nomination by the chancellor, and fix the compensation of a vice-chancellor who shall be qualified by education and experience and who shall serve at the pleasure of the chancellor.

(c) Approve the nomination by the chancellor, and fix the compensation of a president of each community college system of New Hampshire college, who shall be the chief academic and administrative officer of his or her institution. The president, who shall report to the chancellor, shall be the chief executive officer of his or her college, and shall have the authority for and be responsible for the general administration and supervision of all operations of that college, and shall have such other duties as the board of trustees may determine. The president shall be qualified by education and experience and shall serve at the pleasure of the board.

(d) Appoint and fix the compensation and duties of such other community college system of New Hampshire administrators as are needed to provide a well-coordinated system of public higher education.

(e) Employ and prescribe the duties of personnel as may be necessary to carry out the purposes for which the community college system of New Hampshire has been created.

IV. Accept legacies and other gifts to or for the benefit of the community college system.

V. Accept any moneys accruing to the community college system and its colleges, or moneys

appropriated by or received from the United States government or the state of New Hampshire, including federal financial aid, and any grant moneys from state or federal governmental agencies, public or private corporations, foundations or organizations for the benefit and support of the community college system.

VI. Prepare and adopt a biennial operating budget for presentation to the governor and the general court. Each college within the community college system of New Hampshire and the chancellor's office shall be considered a separate division and budgetary unit. The community college system of New Hampshire shall submit its budget in accordance with RSA 9:4-e and at the same time as state agencies. All claims to be presented for the issuance of warrants submitted by the colleges and the system office of the community college system of New Hampshire shall be pre-audited by the community college system of New Hampshire, and such certification shall be sufficient evidence for the director of the division of accounting services to fulfill such responsibilities relative to the debt incurred by the community college system of New Hampshire.

VII. Prepare and adopt a biennial capital improvements budget for presentation to the governor and the general court.

VIII. Receive, expend, allocate, and transfer funds within the community college system of New Hampshire as necessary to fulfill the purposes of the community college system. The trustees shall have no authority over funds in the police standards and training council training fund established in RSA 188-F:30, or any other funds appropriated to the police standards and training council or to the McAuliffe-Shepard discovery center, which shall not be commingled with any funds of the community college system of New Hampshire.

IX. Invest any funds not needed for immediate use, including any funds held in reserve, in property and securities in which fiduciaries in the state may legally invest funds.

X. Establish and collect tuition, room and board, and fees, and to set policies related to these and other charges, including fees for the reasonable use of community college system of New Hampshire facilities.

XI. Enter into any contracts, leases, and any other instruments or arrangements that are necessary, incidental, or convenient to the performance of its duties and responsibilities.

XII. Acquire consumable supplies, materials, and services through cash purchases, sole-source purchase orders, bids, or contracts as necessary to fulfill the purposes of this chapter.

XIII. Acquire by purchase, gift, lease, or rent any property, lands, buildings, structures, facilities, or equipment necessary to fulfill the purposes of this chapter.

[Paragraph XIII-a effective on date written notice of insurance is provided to secretary of state as provided by 2011, 199:4.]

XIII-a. Enter into a contract for the sale of real property with the prior approval of the **LONG RANGE CAPITAL PLANNING AND UTILIZATION COMMITTEE** and governor and council, provided that the state shall retain the right of first refusal in any proposed sale of real property. This paragraph shall not apply to real property acquired by the community college system of New Hampshire after the effective date of this paragraph.

XIV. Grant or otherwise transfer utility easements.

XV. Authorize and enter any contracts, leases, and any other instruments or arrangements that are necessary, incidental, or related to the construction, maintenance, renovation, reconstruction,

or other necessary improvements of community college system of New Hampshire buildings, structures, and facilities.

XVI. Develop and adopt personnel policies and procedures for the community colleges. The board of trustees shall determine the qualifications, duties, and compensation of its employees and shall allocate and transfer personnel within the community college system of New Hampshire as necessary to fulfill the purposes of this chapter.

XVII. Appoint or identify college or program advisory committees to advise the community colleges with respect to strategic directions, general, professional, career, and training policies and programs and their modification to meet the needs of the state's economy and the changing job market.

XVIII. Adopt principles of effective self-governance and to assess board processes, policies, and operations in light of such principles.

XIX. Delegate duties and responsibilities as necessary for the efficient operation of the community college system of New Hampshire and to do other acts or things necessary or convenient to carry out the powers and duties set forth in this chapter.

XX. By and with the consent of the governor and council, borrow on the credit of the community college system of New Hampshire in anticipation of income for the purpose of forwarding its building program, not exceeding \$500,000 in any one fiscal year. All amounts so obtained in any fiscal year shall be repaid from the income of the next succeeding year.

XXI. Enter into program and service relationships with state departments, divisions, and other state entities through memoranda of understanding.

Source. 2007, 361:2, eff. July 17, 2007. 2009, 13:6, eff. April 17, 2009. 2010, 199:2, 4, 7, eff. Aug. 20, 2010. 2011, 35:2, eff. July 8, 2011; 199:3, eff. as provided by 2011, 199:4.

TITLE XVII HOUSING AND REDEVELOPMENT

CHAPTER 204-D SURPLUS LANDS HOUSING PROGRAM

Section 204-D:1

204-D:1 Definitions. – As used in this chapter:

I. "Authority" means the New Hampshire housing finance authority established under RSA 204-C.

II. "Committee" means the *LONG RANGE CAPITAL PLANNING AND UTILIZATION COMMITTEE* established under RSA 17-M.

III. "Persons of low income" means individuals or families whose gross annual income is equal to 80 percent or less of the median income of the geographic area in which they reside as determined by the authority.

IV. "Persons of moderate income" means individuals or families whose gross annual income is equal to 120 percent or less of the median income of the geographic area in which they reside as determined by the authority.

V. "State owned property" means real property owned by the state of New Hampshire and under the jurisdiction of any department, agency, or institution of state government.

Source. 1988, 250:2, eff. April 30, 1988.

**TITLE XVII
HOUSING AND REDEVELOPMENT**

**CHAPTER 204-D
SURPLUS LANDS HOUSING PROGRAM**

Section 204-D:4

204-D:4 Housing Construction. –

I. The authority may construct multi-family or single family housing on property transferred under this chapter.

II. The authority shall, where reasonably possible given regulatory, economic, and geographic factors, give preference to the construction of multi-family rental housing units on property transferred under this chapter.

III. At least 50 percent of the rental housing units constructed on property transferred under this program shall be designed for occupancy by low income persons.

IV. All single family units constructed under this chapter shall be designed for occupancy by persons of low or moderate income.

[Paragraph V effective until September 30, 2014; see also paragraph V set out below.]

V. The authority may sell or otherwise transfer land transferred to the authority pursuant to this chapter upon which affordable housing has been constructed only if the authority has established controls to ensure that the housing shall remain affordable to persons of low or moderate income for a period of at least 30 years after such sale or transfer. The authority may sell or otherwise transfer undeveloped land transferred to the authority under this chapter only after receiving approval from the **LONG RANGE CAPITAL PLANNING AND UTILIZATION COMMITTEE**, with advice from the council on resources and development established in RSA 162-C and final approval by the governor and council. The authority may lease land which is transferred to the authority under this chapter.

[Paragraph V effective September 30, 2014; see also paragraph V set out above.]

V. The authority may sell or otherwise transfer land transferred to the authority pursuant to this chapter upon which affordable housing has been constructed only if the authority has established controls to ensure that the housing shall remain affordable to persons of low or moderate income for a period of at least 30 years after such sale or transfer. The authority may sell or otherwise transfer undeveloped land transferred to the authority under this chapter if the purchaser or transferee enters into an agreement with the authority that the property will be used substantially for affordable housing purposes. If any property so sold or transferred ceases to be used for such purposes, ownership and or control of the property shall revert to the authority. Without an assurance that the property will be used substantially for affordable housing

purposes, the authority may sell or otherwise transfer undeveloped land transferred to the authority under this chapter only after receiving approval from the ***LONG RANGE CAPITAL PLANNING AND UTILIZATION COMMITTEE***, with advice from the council on resources and development established in RSA 162-C and final approval by the governor and council. The authority may lease land which is transferred to the authority under this chapter.

Source. 1988, 250:2. 1998, 228:1. 2006, 307:5, eff. July 1, 2006. 2014, 323:6, eff. Sept. 30, 2014.

TITLE XX TRANSPORTATION

CHAPTER 228 ADMINISTRATION OF TRANSPORTATION LAWS

Commissioner, Deputy and Assistant Commissioners

Section 228:31-b

228:31-b Disposal of Highway or Turnpike Funded Real Estate. –

I. For purposes of this section:

(a) "Professional real estate services" means those professional services of licensed real estate professionals, as well as incidental services that members of the profession and those in their employ may logically and justifiably perform. These services shall include at a minimum a market analysis based on the highest and best use of all excess property being sold.

(b) "Licensed real estate professional" means any individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice the real estate profession in this state under RSA 331-A.

II. The general court hereby declares that it shall be the policy of the department of transportation to negotiate contracts for professional real estate services on the basis of demonstrated competence and qualifications for the type of professional services required, and at fair and reasonable prices, to sell surplus property obtained with funds derived from the highway fund or the turnpike fund.

III. The department shall publish a request for qualifications for professional real estate services to be procured. The department shall select licensed real estate professionals who have demonstrated competence and qualifications to market and sell highway and turnpike funded surplus property.

IV. The department shall prepare a description of its procedures for procurement of professional real estate services. These descriptions shall be distributed to interested professionals subject to the provisions of this section.

V. The department shall negotiate a contract with the highest qualified firm for professional real estate services at compensation which the agency determines is fair and reasonable to the state. In making such determination, the department shall take into account the estimated value, scope, complexity, and professional nature of the services to be rendered.

VI. If the department is unable to negotiate a satisfactory contract with the firm considered to be the most qualified, at a price determined to be fair and reasonable to the state, the department

shall terminate negotiations with that firm. The department shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the department shall terminate negotiations. The department shall then undertake negotiations with the third most qualified firm.

VII. If the department is unable to negotiate a satisfactory contract with any of the selected firms, the department shall select additional firms in order of their competence and qualification and continue negotiations in accordance with this section until an agreement is reached.

VIII. All requests for disposal of surplus property owned by the department of transportation shall be reviewed and approved by the ***LONG RANGE CAPITAL PLANNING AND UTILIZATION COMMITTEE*** prior to submission to the governor and council for approval.

IX. The sale of surplus property owned by the department which was purchased with highway or turnpike fund money shall be exempt from review by the council on resources and development under RSA 162-C.

X. All proceeds from sales of surplus property owned by the department shall be deposited in the fund from which they originated.

Source. 2005, 212:2. 2006, 194:2, 3, eff. July 29, 2006.

TITLE XX TRANSPORTATION

CHAPTER 228 ADMINISTRATION OF TRANSPORTATION LAWS

Railroads and Other Common Carriers

Section 228:57-a

228:57-a Leasing Certain Portions of Railroad Properties. –

I. Notwithstanding RSA 228:57, portions of real estate owned by the state and managed by the bureau of rail and transit in the department of transportation that are on the shores of public waters, as defined by RSA 271:20, may be leased for private, noncommercial use by owners of adjacent residentially developed properties that are either fully constructed or for which owners can demonstrate incurring substantial liabilities in a reasonable good faith reliance on the absence of controlling law or regulation, known as vested rights, prior to January 1, 2011, and that are separated from the shore only by the railroad land, as long as such use does not interfere with railroad operations. The following shall constitute sufficient evidence of vested rights:

(a) The activities are specifically identified in a building permit application that has been approved by the appropriate municipal board or official with authority over building permits prior to January 1, 2011; or

(b) At a minimum, a concrete foundation, or its equivalent, for the primary structure was installed prior to January 1, 2011.

I-a. Any property owner meeting the requirements of this section may request in writing to be allowed to lease such property from the state. However, when the adjacent property is owned by more than one individual, such as a condominium association, the association, only as a single entity, may request the lease. In no case shall more than one access point to the leased property

be allowed.

II. The provisions of RSA 4:40, requiring first offering the land for lease to political subdivisions, shall not apply to this section. However, leases shall continue to be approved by the **LONG RANGE CAPITAL PLANNING AND UTILIZATION COMMITTEE**, with advice from the council on resources and development, before final approval by the governor and council.

II-a. A lease agreement under this section for the sole purpose of installing a dock or mooring shall only be made subject to the acquisition by the lessee of a dock permit from the department of environmental services or a mooring permit from the department of safety, respectively. Such a lease agreement shall state that if the dock or mooring permit is denied or revoked, the lease shall be terminated.

III. Leases shall be for a period of not more than 5 years.

IV. For new leases or renewals of existing leases on and after January 1, 2010, the cost of the lease shall be \$30 per running foot per year, paid annually; provided, however, that the cost per running foot for such leases shall be adjusted by the department every 5 years according to the Consumer Price Index as determined by the Bureau of Labor Statistics.

V. Leases may be renewed after the initial lease period has expired, provided that the use of the leased property has and will remain noncommercial and private, payments have been made by the lessee according to the lease, and the activity of the railroad remains at approximately the same level or lower. The cost for the lease shall be reviewed. Such lease renewals shall not be for more than 5 years at a time.

VI. The annual income from such leases shall be deposited into the special railroad fund established by RSA 228:68, and shall be appropriated to be expended as set forth in RSA 228:69.

Source. 1994, 69:1. 1997, 310:2. 2001, 234:1. 2006, 307:6, eff. July 1, 2006. 2009, 254:2, eff. Jan. 1, 2010.

TITLE XX TRANSPORTATION

CHAPTER 228 ADMINISTRATION OF TRANSPORTATION LAWS

Railroads and Other Common Carriers

Section 228:67

228:67 Disposition of Acquired or Abandoned Rail Properties. – Whenever the commissioner determines that certain acquired or abandoned rail properties owned by the state pursuant to RSA 228:60-a, II; 228:60-a, VI; 228:60-b; or any other means are no longer needed, the commissioner may transfer or sell such rail properties to any other state department or agency, or political subdivision of the state, which will utilize such properties for public uses and, if no state department or agency, or political subdivision, wants such properties, the commissioner may sell them, in accordance with RSA 4:40 with the proceeds from the sale deposited into the special fund established in RSA 228:68. Such transfer or sale shall require

approval of the *LONG RANGE CAPITAL PLANNING AND UTILIZATION COMMITTEE* and the governor and council.

Source. 1981, 568:55. 1986, 217:4. 1990, 94:1. 2001, 114:2. 2006, 324:21, eff. Jan. 1, 2007.

**TITLE XXXIX
AERONAUTICS**

**CHAPTER 422
NEW HAMPSHIRE AERONAUTICS ACT**

Section 422:19

422:19 Purchase or Transfer of Airports. –

I. All registered privately-owned airports open to the public within the state offered for sale by an owner after July 2, 1989, shall be offered for sale to the state of New Hampshire in the first instance. The state of New Hampshire, acting through the commissioner with the approval of governor and council and the *LONG RANGE CAPITAL PLANNING AND UTILIZATION COMMITTEE*, shall have a right to match any verifiable bona fide offer made for such airports within the limits of funds available to the director for this purpose. The state shall have 90 days from the date of notification by owner that said airport is for sale to serve notice of intent to acquire under this section and to notify the *LONG RANGE CAPITAL PLANNING AND UTILIZATION COMMITTEE*.

II. Airports purchased under this section shall be held and maintained as airports in the statewide airport system and shall be offered for sale or transfer to a local municipality, county, or airport authority. If the state is unable to sell or transfer an airport to a local municipality, county, or airport authority within 5 years, the property shall be offered for sale or lease to any party for any purpose.

III. The commissioner shall request and maintain through the budget process, bonding authority in the amount of \$5,000,000 for purchase of airports or option to purchase in accordance with this chapter.

IV. The state of New Hampshire, acting through the director, with the approval of the commissioner, shall present a request for a proposed purchase under this section or a public taking under RSA 4:29, to the *LONG RANGE CAPITAL PLANNING AND UTILIZATION COMMITTEE* for its approval.

V. The *LONG RANGE CAPITAL PLANNING AND UTILIZATION COMMITTEE* shall have 30 days after receipt of the request to render its decision on an airport acquisition.

VI. After approval of an airport acquisition by the *LONG RANGE CAPITAL PLANNING AND UTILIZATION COMMITTEE*, the commissioner shall seek final approval of the airport acquisition from the governor and executive council. As part of the approval process, the executive council shall hold a public hearing, within 30 days after approval by the *LONG RANGE CAPITAL PLANNING AND UTILIZATION COMMITTEE*, or comment in the municipality where the airport facility is located and shall render a decision within 30 days after the hearing.

Source. 2002, 6:1, eff. July 1, 2002. 2004, 28:1, eff. April 23, 2004.

**TITLE L
WATER MANAGEMENT AND PROTECTION**

**CHAPTER 483
NEW HAMPSHIRE RIVERS MANAGEMENT AND PROTECTION PROGRAM**

Section 483:8

483:8 Rivers Management Advisory Committee; Establishment. – There is established a rivers management advisory committee appointed by the governor and council. All members shall be New Hampshire residents and the department shall request that nominating organizations select nominees representing diverse geographic areas of the state.

I. The advisory committee shall include:

(a) A representative of public water suppliers who shall be an officer or employee of any municipal or privately owned water works in the state.

(b) A municipal officer nominated by the New Hampshire Municipal Association.

(c) A member of the fish and game commission.

(d) A representative of the Business and Industry Association chosen from a list of 3 nominees.

(e) A representative of the Granite State Hydropower Association chosen from a list of 3 nominees.

(f) A conservation commission member chosen from a list of 3 nominees submitted by the New Hampshire Association of Conservation Commissions.

(g) A representative of the conservation community chosen from a list of 3 nominees submitted by the Society for Protection of New Hampshire Forests, Audubon Society, and the New Hampshire Wildlife Federation.

(h) A representative of recreational interests chosen from a list of 3 nominees submitted by the New Hampshire Rivers Campaign and the Appalachian Mountain Club.

(i) A representative of historic/archaeological interests chosen from a list of 3 nominees submitted by the New Hampshire Historical Society.

(j) A representative of the agricultural community chosen from a list of 3 nominees submitted by the New Hampshire Farm Bureau Federation, the Northeast Organic Farming Association, and the New Hampshire Association of Conservation Districts.

(k) A representative of local river management advisory committees from a list of 3 nominees submitted by the commissioner.

II. The director of the office of energy and planning, the executive director of the fish and game department, the commissioner of resources and economic development, the commissioner of the department of transportation, the commissioner of the department of safety, and the commissioner of the department of agriculture, markets, and food or their designees shall serve as nonvoting members of the committee.

III. The terms of state agency members shall be the same as their terms in office. The members shall serve 3-year terms.

IV. Any vacancy shall be filled in the same manner as the original appointment for the remainder of the unexpired term. Members may hold office until their successors are appointed and confirmed.

V. The committee shall elect a chairman and vice chairman. Meetings shall be at the call of

the chairman, or at the request of 5 or more committee members. The rivers coordinator under RSA 483:3 shall serve as secretary and staff to the committee.

VI. The advisory committee shall report biennially and advise the commissioner, rivers coordinator, state agencies, and the general court in implementing the purposes of this chapter.

VII. No state-owned property adjacent to or providing access to a river or river segment shall be recommended for disposal by the council on resources and development or the ***LONG RANGE CAPITAL PLANNING AND UTILIZATION COMMITTEE***, whichever is the first point of review, except upon the review and recommendation of the advisory committee established under this section.

VIII. When attending to the duties of the committee, appointed members of the committee shall be eligible to receive mileage at the state employee rate, within the limits of the department's appropriations.

Source. 1989, 339:1. 1990, 233:7, 8. 1995, 130:4. 1999, 14:1. 2003, 319:9. 2004, 257:44. 2007, 285:2-4. 2009, 201:7, 8, eff. July 15, 2009.

LONG RANGE CAPITAL PLANNING AND UTILIZATION COMMITTEE

MINUTES

November 18, 2014

The Long Range Capital Planning and Utilization Committee met on Tuesday, November 18, 2014 at 11:00 a.m. in Room 201 of the Legislative Office Building.

Members in attendance were as follows:

Representative David Campbell, Chairman
Representative John Cloutier, Clerk
Representative Alfred Lerandean
Representative John Graham, Alternate
Representative Katherine Rogers, Alternate
Senator David Boutin
Senator James Rausch
Senator Nancy Stiles
Meredith Telus, Governor's Office

Michael Connor, Department of Administrative Services

Representative Campbell called the meeting to order at 11:00 a.m.

ACCEPTANCE OF MINUTES:

On a motion by Senator Boutin, seconded by Representative Graham, that the minutes of the September 16, 2014 meeting be accepted as written. MOTION ADOPTED.

OLD BUSINESS:

LRCP 14-030 Additional Information – letter, dated October 3, 2014, providing additional input from Capital Appraisal Associates and Gallo Realty Group NH, LLC with regards to the recommended listing price as requested in LRCP 14-030 Department of Administrative Services – request approval to enter into a listing agreement with Gallo Realty Group NH, LLC for a term of up to one (1) year to market and sell the property located at 84 Iron Works Road in the City of Concord, including a 2-story wood frame building with approximately 5,180 square feet above grade space, an attached 2-story timber frame barn of approximately 5,049 square feet, and approximately 3.20 acres of land for \$210,000, allowing negotiations within the Committee's current policy guidelines, plus an Administrative Fee of \$1,100, as specified in the request dated September 2, 2014. Tabled 09/16/14.

On a motion by Senator Boutin, seconded by Senator Stiles, that the request be removed from the table. MOTION ADOPTED.

Michael Connor, Deputy Commissioner, Department of Administrative Services presented the informational letter, dated October 3, 2014, providing the additional input as requested by the Committee September 16, 2014, and responded to questions of the Committee.

On a motion by Senator Boutin, seconded by Representative Graham, that the Committee approve the request as originally submitted by the Department of Administrative Services to enter into a listing agreement with Gallo Realty Group NH, LLC for a term of up to one (1) year to market and sell the property located at 84 Iron Works Road (including a 2-story wood frame building with approximately 5,180 square feet of above grade space, an attached 2-story timber frame barn of approximately 5,049 square feet, and approximately 3.20 acres of land) in the City of Concord for \$210,000 (which includes a historical easement), allowing negotiations within the Committee's current policy guidelines, plus an Administrative Fee of \$1,100, as specified in the request dated September 2, 2014. MOTION ADOPTED.

NEW BUSINESS:

RSA 4:39-c DISPOSAL OF HIGHWAY OR TURNPIKE FUNDED REAL ESTATE:

LRCP 14-031 Department of Transportation – Phillip Miles, Chief of Property Management, Bureau of Right-of-Way, Department of Transportation presented the request and responded to questions of the Committee.

On a motion by Senator Boutin, seconded by Representative Graham, that the Committee approve the request of the Department of Transportation, Bureau of Right-of-Way, to sell a 0.09 +/- acre parcel of State owned land located on the northerly side of Ten Rod Road in the City of Rochester by a sealed bid process to the abutters with a minimum bid price of \$58,600, which includes a \$1,100 Administrative Fee, subject to the conditions as specified in the request dated September 29, 2014. MOTION ADOPTED.

LRCP 14-032 Department of Transportation – Phillip Miles, Chief of Property Management, Bureau of Right-of-Way, Department of Transportation presented the request and responded to questions of the Committee.

On a motion by Senator Boutin, seconded by Representative Lerandeau, that the Committee approve the request of the Department of Transportation, Bureau of Right-of-Way, to enter into a listing agreement with Locke Associates, Inc. for a term of one (1) year for the sale of a 2.4 +/- acre parcel of State owned land located on the westerly side of NH Route 107 (a/k/a Barnstead Road), just south of the NH Route 28 intersection in the Town of Pittsfield for \$60,000, assess an Administrative Fee of \$1,100, and allow negotiations within the Committee's current policy guidelines, subject to the conditions as specified in the request dated October 1, 2014. MOTION ADOPTED.

LRCP 14-033 Department of Transportation – Phillip Miles, Chief of Property Management, Bureau of Right-of-Way, Department of Transportation presented the request and responded to questions of the Committee.

On a motion by Senator Boutin, seconded by Representative Cloutier, that the Committee approve the request of the Department of Transportation, Bureau of Right-of-Way, to enter into a listing agreement with Shea Commercial Properties, Inc. for a term of one (1) year for the sale of a 0.54 acre parcel of State owned land located on the southeasterly corner of NH Route 28 and Harris Road in the Town of Windham for \$80,000, assess an Administrative Fee of \$1,100, and allow negotiations within the Committee's current policy guidelines, subject to the conditions as specified in the request dated October 7, 2014. MOTION ADOPTED.

This item was originally approved (LRCP 10-059) by the Long Range Capital Planning and Utilization Committee on November 15, 2010, with subsequent approved action on (LRCP 12-001) January 31, 2012 and (LRCP 12-047) September 18, 2012.

LRCP 14-034 Department of Transportation – Phillip Miles, Chief of Property Management, Bureau of Right-of-Way, Department of Transportation presented the request and responded to questions of the Committee.

On a motion by Senator Stiles, seconded by Senator Rausch, that the Committee approve the request of the Department of Transportation, Bureau of Right-of-Way, to sell a 0.6 +/- acre parcel of State owned land located on the southerly side of NH Route 27 in the Town of Exeter by a sealed bid process to the abutters with a minimum bid price of \$49,100, which includes a \$1,100 Administrative Fee, subject to the conditions as specified in the request dated October 9, 2014. MOTION ADOPTED.

LRCP 14-038 Department of Transportation – Phillip Miles, Chief of Property Management, Bureau of Right-of-Way, Department of Transportation presented the request and responded to questions of the Committee.

On a motion by Representative Lerandeau, seconded by Senator Stiles, that the Committee approve the request of the Department of Transportation, Bureau of Right-of-Way, to enter into a listing agreement with H.G. Johnson Real Estate for a term of one (1) year for the sale of a 4.3 +/- acre parcel of State owned land located on the southeast corner of NH Route 123 and Cobb Hill Road in the Town of Alstead for \$35,000, assess an Administrative Fee of \$1,100, and allow negotiations within the Committee's current policy guidelines, subject to the conditions as specified in the request dated October 27, 2014. MOTION ADOPTED.

This item was originally approved (LRCP 09-032) by the Long Range Capital Planning and Utilization Committee on June 23, 2009, with subsequent approved action on (LRCP 10-053) September 22, 2010 and (LRCP 11-022) May 10, 2011.

LRCP 14-039 Department of Transportation – Phillip Miles, Chief of Property Management, Bureau of Right-of-Way, Department of Transportation presented the request and responded to questions of the Committee.

On a motion by Senator Rausch, seconded by Senator Boutin, that the Committee approve the request of the Department of Transportation, Bureau of Right-of-Way, to enter into a listing agreement with Coldwell Banker Residential Brokerage for a term of one (1) year for the sale of a 0.45 +/- acre parcel of State owned land located on the westerly side of Lamson Road in the Town of Windham for \$45,000, assess an Administrative Fee of \$1,100, and allow negotiations within the Committee's current policy guidelines, subject to the conditions as specified in the request dated October 27, 2014. MOTION ADOPTED.

LRCP 14-040 Department of Transportation – The Department withdrew the request to enter into a listing agreement with Badger Realty, LLC for a term of one (1) year for the sale of a 0.62 +/- acre parcel of State owned land improved with a single-family residence located at 216 Thompson Road in the Town of Conway for \$120,000, assess an Administrative Fee of \$1,100, and allow negotiations within the Committee's current policy guidelines, subject to the conditions as specified in the request dated October 27, 2014. WITHDRAWN BY AGENCY.

LRCP 14-041 Department of Transportation – The Department withdrew the request to enter into a listing agreement with Badger Realty, LLC for a term of one (1) year for the sale of a 0.66 +/- acre parcel of State owned land improved with a single-family residence located at 296 Thompson Road in the Town of Conway for \$160,000, assess an Administrative Fee of \$1,100, and allow negotiations within the Committee's current policy guidelines, subject to the conditions as specified in the request dated October 27, 2014. WITHDRAWN BY AGENCY.

LRCP 14-042 Department of Transportation – Phillip Miles, Chief of Property Management, Bureau of Right-of-Way, Department of Transportation presented the request and responded to questions of the Committee.

On a motion by Senator Boutin, seconded by Representative Cloutier, that the Committee approve the request Department of Transportation, Bureau of Right-of-Way, to transfer at no cost, two (2) parcels of State owned land consisting of 6,055 square feet and 6,020 square feet, both located in the Limited Access Right-of-Way of the Spaulding Turnpike Exit 7 southbound off/on ramps, to 7 South, LLC in exchange for 7 South, LLC transferring to the Department of Transportation two (2) parcels of land owned by them consisting of 6,046 square feet and 6,020 square feet, also located adjacent to the Spaulding Turnpike Exit 7 southbound off/on ramps, and for the Department to control the access point to the property owned by 7 South, LLC and limit the access to one (1) point of access to Central Avenue in the City of Dover, and assess an Administrative Fee of \$1,100, subject to the conditions as specified in the request dated November 12, 2014. MOTION ADOPTED.

RSA 4:40 DISPOSAL OF REAL ESTATE:

LRCP 14-036 New Hampshire Fish and Game Department – Elizabeth McNaughten, Land Agent, New Hampshire Fish and Game Department presented the request and responded to questions of the Committee.

On a motion by Representative Lerandeau, seconded by Senator Stiles, that the Committee approve the request of the New Hampshire Fish and Game Department of the sale of 1.5 acres of land near Laurel Lake in the Town of Fitzwilliam for the appraised value of \$28,000, plus an \$1,100 Administrative Fee, contingent on the Town of Fitzwilliam 2015 Town meeting in favor of the acquisition, subject to the conditions as specified in the request dated October 24, 2014. MOTION ADOPTED.

LRCP 14-043 Department of Administrative Services – Michael Connor, Deputy Commissioner, Department of Administrative Services presented the request and responded to questions of the Committee.

On a motion by Representative Graham, seconded by Senator Boutin, that the Committee approve the request of the Department of Administrative Services, to extend the term end date of a listing agreement with NAI Norwood Group to market and procure a buyer for the former Nashua District Court property located at 25 Walnut Street (including one building of approximately 19,459 square feet and approximately 1.11 acres of land) in the City of Nashua for an additional six (6) months beyond the current expiration date of December 24, 2014, as specified in the request dated November 3, 2014. MOTION ADOPTED.

This item was originally approved (LRCP 13-005) by the Long Range Capital Planning and Utilization Committee on May 14, 2013, with subsequent approved action on (LRCP 13-042) September 24, 2013 and (LRCP 14-007) April 21, 2014.

RSA 4:40 DISPOSAL OF REAL ESTATE, AND RSA 228:57 SALE OR LEASE; PURPOSE:

LRCP 14-037 Department of Transportation – Louis Barker, Railroad Planner, Bureau of Rail and Transit, and Patrick Herlighy, Director of Aeronautics, Rail and Transit, Department of Transportation presented the request and responded to questions of the Committee. Jeffrey Marcoux, Environmentalist, Water Pollution Division, Department of Environmental Services was also present to respond to questions of the Committee.

On a motion by Senator Boutin, seconded by Senator Rausch, that the Committee **amend** and approve the request from the Department of Transportation, Bureau of Rail and Transit, to lease to the City of Manchester approximately 6,800 square feet on the State-owned Manchester & Lawrence Branch Railroad corridor in the City of Manchester, for a period of five (5) years, with a five-year renewal provision, waive the annual lease fee (as requested by the Department of Environmental Services), and further **waive the one-time \$1,100 Administrative Fee**, subject to the conditions as specified in the request dated October 16, 2014. MOTION ADOPTED. (8-Yes, 1-No)

INFORMATIONAL:

LRCP 14-035 Department of Administrative Services – Michael Connor, Deputy Commissioner, Department of Administrative Services spoke to the informational letter, dated October 17, 2014, regarding a proposed grant to the Department of Transportation, subject to approval by the Governor and Executive Council, for the nonexclusive right to enter a small portion of the Lakes Region Facility campus along NH Route 106 in Laconia, having an area of approximately 600 square feet, for the purpose of constructing, installing, maintaining, repairing, and replacing a surface water drainage culvert to cross beneath NH Route 106.

The informational materials were accepted and placed on file.

MISCELLANEOUS:

Michael Kane, Deputy Legislative Budget Assistant, Office of Legislative Budget Assistant updated the Committee on the draft report of the Long Range Capital Planning and Utilization Committee biennial actions and responded to questions.

DATE OF NEXT MEETING AND ADJOURNMENT:

The next regular meeting of the Long Range Capital Planning and Utilization Committee is at the Call of The Chair.

On a motion by Senator Boutin, seconded by Representative Lerandeau, that the meeting adjourn. (Where upon the meeting adjourned at 11:34 a.m.)

Representative John R. Cloutier, Clerk

STATE OF NEW HAMPSHIRE
INTER-DEPARTMENT COMMUNICATION

LRCP 15-004

FROM: Charles R. Schmidt, PE
Administrator



DATE: February 9, 2015

AT: Dept. of Transportation
Bureau of Right-of-Way

SUBJECT: Request to Extend a Listing Agreement for State Owned Land Currently Being Marketed for Sale with Real Estate Professionals in Madbury
RSA 4:39-c

TO: Chair
Long Range Capital Planning and Utilization Committee

REQUESTED ACTION

The Department of Transportation, pursuant to RSA 4:39-c, requests authorization to extend the listing agreement with Parade Properties for a term of six months, keep the current listing price of \$25,000.00, allow negotiations within the Committee's current policy guidelines, with a real estate commission of 6%, and assess an Administrative Fee of \$1,100.00, to sell a 0.34 +/- of an acre parcel of State owned land located on the southerly side of NH Route 155 and the northerly side of Kelley Road (Old Pudding Hill Road) in the Town of Madbury, subject to the conditions as specified in this request.

The Item (LRCP # 13-022) was originally approved by the Long Range Capital Planning and Utilization Committee on May 14, 2013 and subsequently amended by the Long Range Capital Planning and Utilization Committee on November 20, 2013 (LRCP # 13-049).

EXPLANATION

The Department of Transportation requests authorization to extend the listing agreement for the sale of a 0.34 +/- of an acre parcel of State owned land located on the southerly side of NH Route 155 and the northerly side of Kelley Road (Old Pudding Hill Road) in the Town of Madbury .

This parcel consists of approximately 0.34 of an acre and was acquired in 2001. It is the remnant of a complete acquisition of a parcel acquired in connection with the construction of Route 155 and the realignment of the bridge over the Boston and Maine Railroad.

This Bureau proposes that the access for this parcel would be from Kelley Road (a Town road), with no access to NH Route 155.

The sale of this property was brought forward to and was approved by this Committee as (LRCP Item # 13-022) at their May 14, 2013 meeting. This approval allowed the Department to enter into a listing agreement with Parade Properties for a term of one year at a commission rate of 6%, allowed negotiations with potential buyers within the Committee's current policy, and approved a listing price of \$60,000.00. In addition, the Department will assess an additional Administrative Fee of \$1,100.00 to the purchase price.

The Department also received approval by this Committee at their November 20, 2013 meeting (LRCP 13-049) to amend the listing price for this parcel from \$60,000.00 to \$25,000.00 for the sale of this property.

The Department also received approval by this Committee at their June 24, 2014 (LRCP 14-021) meeting to renew the listing agreement with Parade Properties for the sale of this property for the term of six (6) months, which expired on January 15, 2015. Jeanne Menard, an agent with Parade Properties, is currently marketing this property for the Department.

Parade Properties has received interest in this property but has not received any offers in writing to this point. Parade Properties still wishes to list this property.

The Department requests the Committee to approve the current listing value of this 0.34 +/- of an acre parcel located in the Town of Madbury at \$25,000.00, allow negotiating with prospective buyers within the Committee's current policy guidelines, and allow the Department to renew the listing agreement with Parade Properties, for a term of six (6) months at the above-mentioned commission rate. In addition, the Department will assess an additional Administrative Fee of \$1,100.00 to the purchase price.

CRS/PJM/dd
Attachments



LRCP 14-021

JEFFRY A. PATTISON
Legislative Budget Assistant
(603) 271-3161

MICHAEL W. KANE, MPA
Deputy Legislative Budget Assistant
(603) 271-3161

State of New Hampshire

OFFICE OF LEGISLATIVE BUDGET ASSISTANT
State House, Room 102
Concord, New Hampshire 03301

RICHARD J. MAHONEY, CPA
Director, Audit Division
(603) 271-2785

June 24, 2014

Charles R. Schmidt, P.E., Administrator
Department of Transportation
Bureau of Right-of-Way
John O. Morton Building
Concord, New Hampshire 03301

Dear Mr. Schmidt,

The Long Range Capital Planning and Utilization Committee, pursuant to the provisions of RSA 4:39-c, on June 24, 2014, approved the request of the Department of Transportation, Bureau of Right-of-Way, to extend the listing agreement with Parade Properties for a term of six (6) months, keeping the current listing price of \$25,000, allow negotiations within the Committee's current policy guidelines, and assess an \$1,100 Administrative Fee, to sell a 0.34 +/- acre parcel of State owned land located on the southerly side of NH Route 155 and the northerly side of Kelley Road (Old Pudding Hill Road) in the Town of Madbury, subject to the conditions as specified in the request dated June 10, 2014.

This item (LRCP 13-022) was originally approved by the Long Range Capital Planning and Utilization Committee on May 14, 2013, and subsequently amended (LRCP 13-049) on November 23, 2013.

Sincerely,

Jeffrey A. Pattison
Legislative Budget Assistant

JAP/pe
Attachment

MAY 16 2013

RECEIVED



LRCP 13-022

JEFFRY A. PATTISON
Legislative Budget Assistant
(603) 271-3161

MICHAEL W. KANE, MPA
Deputy Legislative Budget Assistant
(603) 271-3161

State of New Hampshire

OFFICE OF LEGISLATIVE BUDGET ASSISTANT
State House, Room 102
Concord, New Hampshire 03301

RICHARD J. MAHONEY, CPA
Director, Audit Division
(603) 271-2785

May 15, 2013

Charles R. Schmidt, P.E., Administrator
Department of Transportation
Bureau of Right-of-Way
John O. Morton Building
Concord, New Hampshire 03301

Dear Mr. Schmidt,

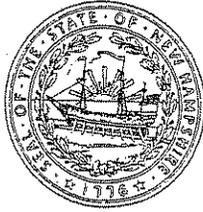
The Long Range Capital Planning and Utilization Committee, pursuant to the provisions of RSA 4:39-c, on May 14, 2013, approved the request from the Department of Transportation, Bureau of Right-of-Way, to enter into a listing agreement for a term of one (1) year with Parade Properties for the sale of a 0.34 +/- acre parcel of State owned land located on the southerly side of NH Route 155 and the northerly side of Kelley Road (Old Pudding Hill Road) in the Town of Madbury for \$60,000, assess an \$1,100 Administrative Fee, and allow negotiations within the Committee's current policy guidelines, subject to the conditions as specified in the request dated April 25, 2013.

Sincerely,

A handwritten signature in cursive script that reads "Jeffrey A. Pattison".

Jeffrey A. Pattison
Legislative Budget Assistant

JAP/pe
Attachment



DEPT. OF TRANSPORTATION
RIGHT-OF-WAY

NOV 26 2013

RECEIVED

LRCP 13-049

JEFFRY A. PATTISON
Legislative Budget Assistant
(603) 271-8161

MICHAEL W. KANE, MPA
Deputy Legislative Budget Assistant
(603) 271-8161

State of New Hampshire

OFFICE OF LEGISLATIVE BUDGET ASSISTANT
State House, Room 102
Concord, New Hampshire 03301

RICHARD J. MAHONEY, CPA
Director, Audit Division
(603) 271-2785

November 22, 2013

Charles R. Schmidt, P.E., Administrator
Department of Transportation
Bureau of Right-of-Way
John O. Morton Building
Concord, New Hampshire 03301

Dear Mr. Schmidt,

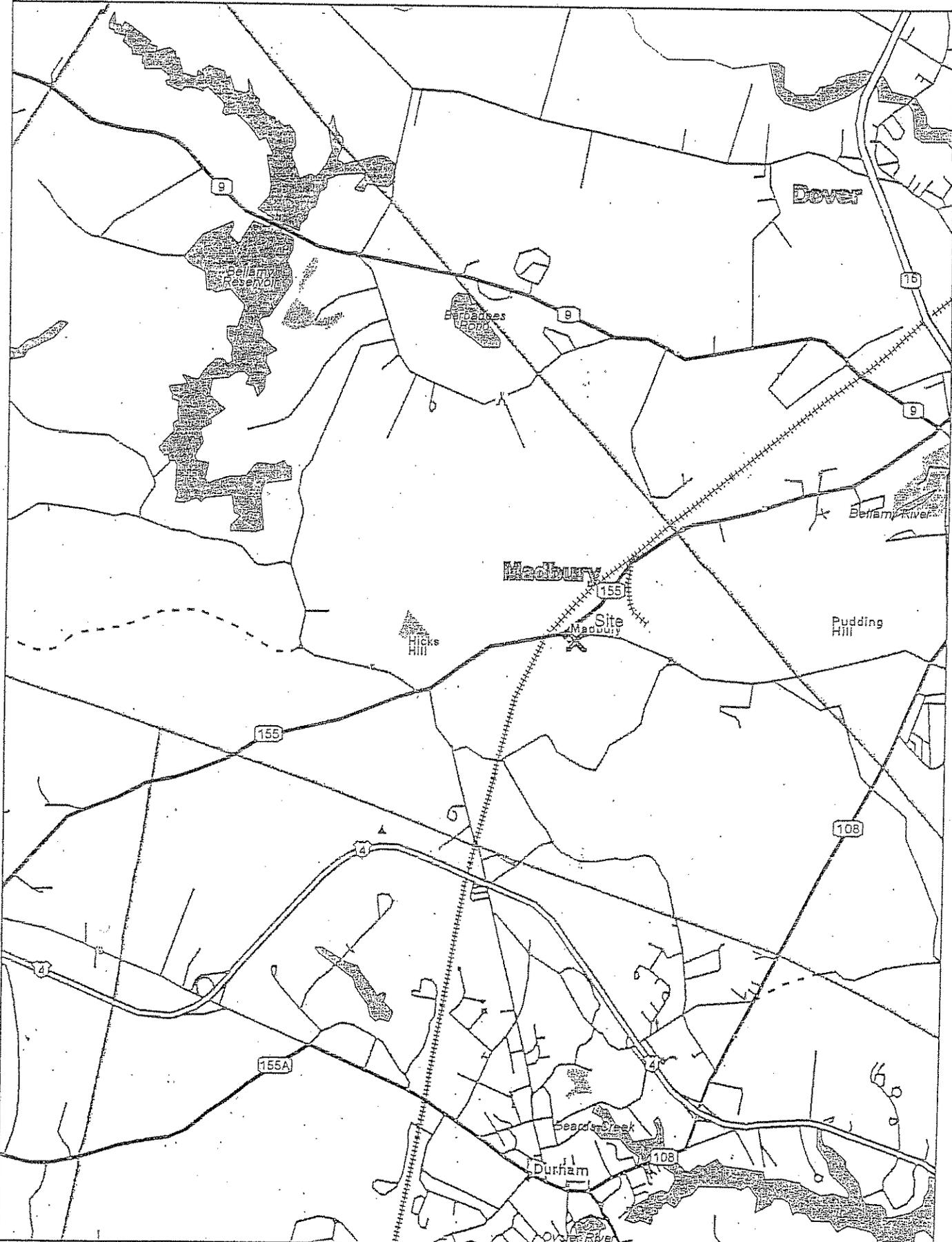
The Long Range Capital Planning and Utilization Committee, pursuant to the provisions of RSA 4:39-c, on November 20, 2013, approved the request of the Department of Transportation, Bureau of Right-of-Way, to amend the listing price from \$60,000 to \$25,000, allowing negotiations within the Committee's current policy guidelines and assess an Administrative Fee of \$1,100, to sell a 0.34 +/- acre parcel located on the southerly side of NH Route 155 and the northerly side of Kelley Road (Old Pudding Hill Road) in the Town of Madbury, subject to the conditions as specified in the request dated November 4, 2013.

This item (LRCP 13-022) was originally approved by the Long Range Capital Planning and Utilization Committee on May 14, 2013.

Sincerely,

Michael W. Kane
Deputy Legislative Budget Assistant

MWK/pe
Attachment



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Web Version
The official map set is available
at the Madbury Town Hall.

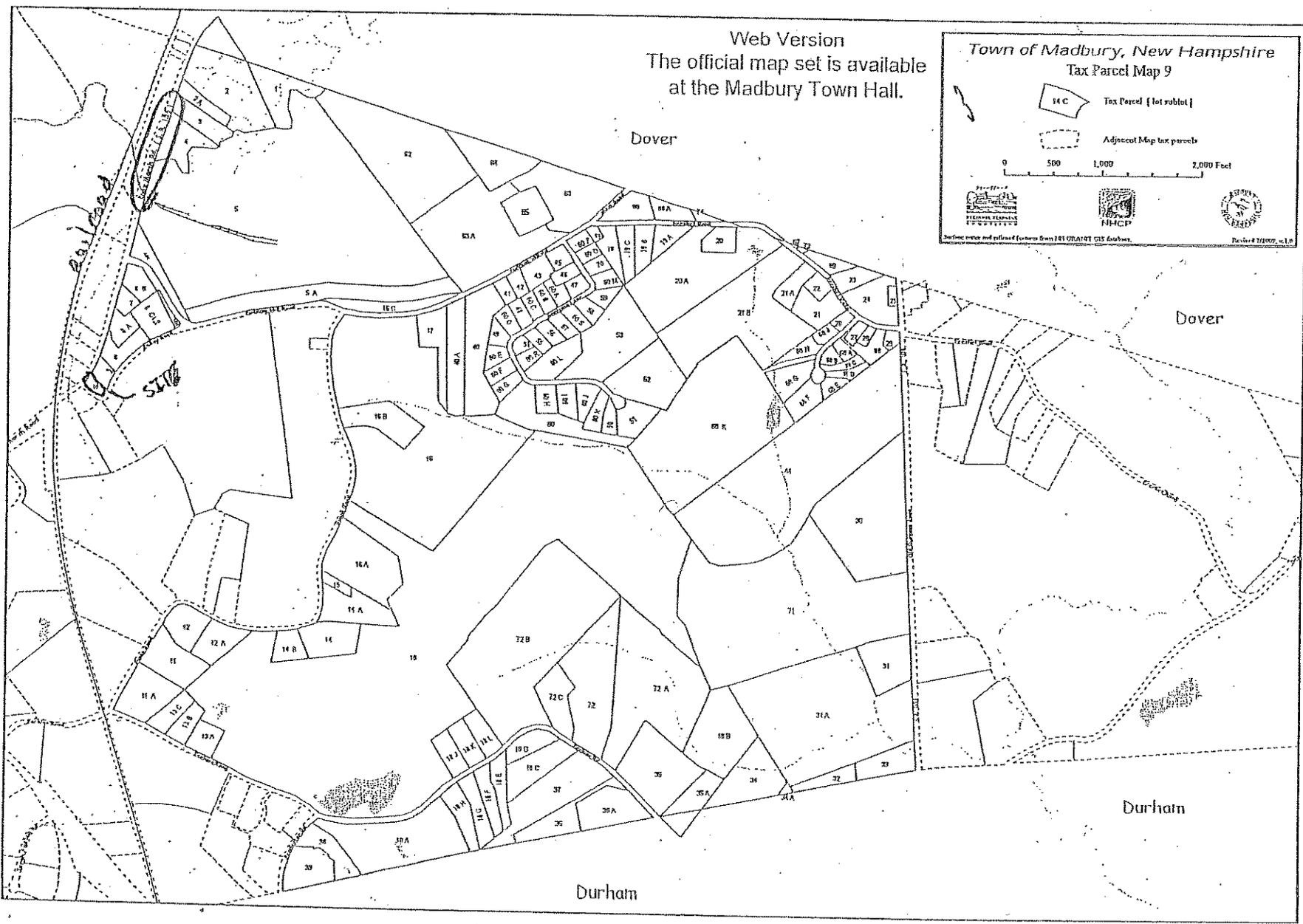
Town of Madbury, New Hampshire
Tax Parcel Map 9

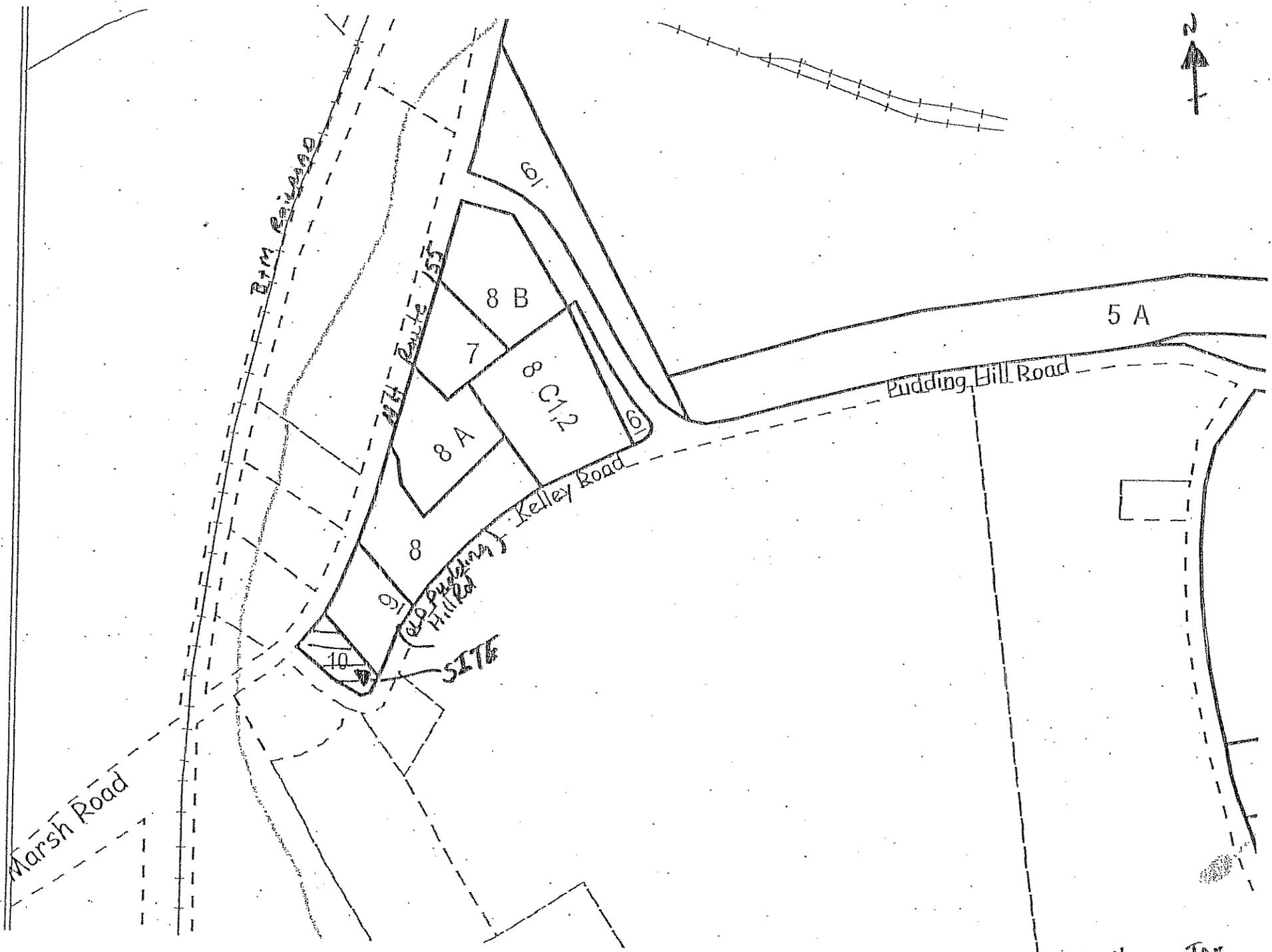
HC Tax Parcel (lot sublot)
Adjacent Map tax parcels

0 500 1,000 2,000 Feet

Seal of the State of New Hampshire
Seal of the Town of Madbury
NHCP

Revised and reissued (former Dover) 2011 GRANITE STATE GIS Authority. Edition # 1/2009, v.1.0



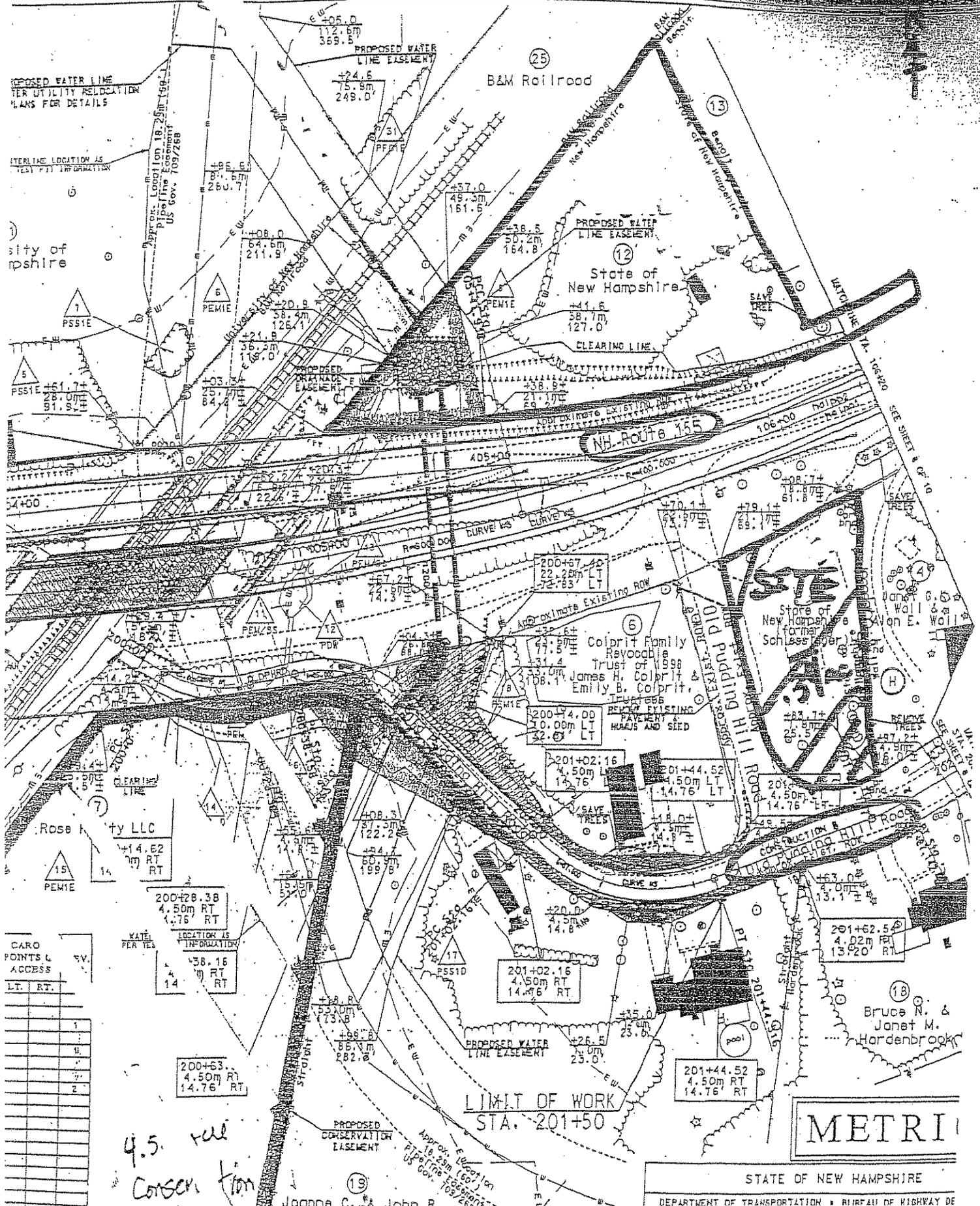


Madboay Tract
Map 9

PROPOSED WATER LINE
 UTILITY RELOCATION
 PLANS FOR DETAILS

UTILITY LOCATION AS
 TEST PIT INFORMATION

City of
 Hampshire



CARO POINTS & ACCESS

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STATE OF NEW HAMPSHIRE
INTER-DEPARTMENT COMMUNICATION

FROM: Charles R. Schmidt, PE
Administrator

DATE: April 25, 2013

AT: Dept. of Transportation
Bureau of Right-of-Way

SUBJECT: Sale of State Owned Land in Madbury
RSA 4:39-c

TO: Representative David Campbell, Chairman
Long Range Capital Planning and Utilization Committee

REQUESTED ACTION

The Department of Transportation, pursuant to RSA 4:39-c, requests authorization to enter into a listing agreement for a term of one (1) year with Parade Properties with the real estate commission of 6% for the sale of a 0.34 +/- acre parcel of State owned land located on the southerly side of NH Route 155, in the Town of Madbury for \$60,000.00, assess an Administrative Fee of \$1,100.00, and allow negotiations within the Committee's current policy guidelines, subject to the conditions as specified in this request.

EXPLANATION

The Department of Transportation wishes to sell this parcel located on the southerly side of NH Route 155 and the northerly side of Kelley Road (Old Pudding Hill Road) in the Town of Madbury.

This parcel, consisting of approximately 0.34 of an acre, was acquired in 2001 and is the remnant of a complete acquisition for a parcel acquired in connection with the construction of Route 155 and the realignment of the bridge over the Boston and Maine Railroad.

This Bureau proposes that the access for this parcel would be from the Kelley Road, a Town road only, with no access to NH Route 155.

The sale of this parcel has been reviewed by the Department and it has been determined that this parcel is surplus to our operational needs and interest for the purpose of disposal.

In accordance with Tra 1000, "Process for Marketing and Sale of State Owned Property Utilizing Real Estate Professionals," and Tra 1003.03 (Selection Process), all pre-qualified Realtors in Region 4 (Rockingham and Strafford Counties) were sent a request to submit a market analysis for the subject property at a set real estate commission of 6%. Based on this request, the Department received response from four (4) firms. Data from each market analysis is listed below as follows:

Parade Properties 45 North Road Deerfield, NH 03037	\$38,000.00 to \$40,000.00
Locke Associates, Inc. 175 Barnstead Road, Suite 2 Pittsfield, NH 03263	\$35,000.00 to \$40,000.00
Better Homes and Gardens Real Estate / The Masiello Group 90 North Main Street Rochester, NH 03867	\$88,108.00 to \$93,558.00
Keller Williams Coastal Realty 501 Islington Street, Suite 2 Portsmouth, NH 03801	\$95,000.00 to \$118,000.00
State Appraisal	\$60,000.00

In accordance with Tra 1003.03, the Pre-qualification Committee reviewed the above information and felt that a value of sixty thousand (\$60,000.00) dollars was an appropriate value for this property and selected Parade Properties to market the property for the Department.

As part of the listing agreement with the selected realtor, it will be specified that the Department will be required to offer the property to the following entities as part of the real estate sale process:

1. NH Housing Finance Authority
2. Town of Madbury

It will also be specified in the listing agreement that the selected real estate firm will not collect a commission for sales to any of the above-listed entities, or any State agency that may express interest in the property.

In addition, the Department will assess an additional Administrative Fee of \$1,100.00 to the purchase price.

Authorization is requested from the Committee to enter into a listing agreement with Parade Properties for the sale of a 0.34 +/- acre parcel in Madbury at a value of sixty thousand (\$60,000.00) dollars for a term of one (1) year, with a real estate commission of 6% as described above, allowing negotiating within the Committee's current policy guidelines, and if a willing buyer is found to sell this parcel as stated above, subject to Governor and Executive Council approval.

CRS/PJM/dd
Attachments

STATE OF NEW HAMPSHIRE

INTER-DEPARTMENT COMMUNICATION

FROM: Charles R. Schmidt, PE
Administrator *CRS*

DATE: November 4, 2013

AT: Dept. of Transportation
Bureau of Right-of-Way

SUBJECT: Request to Modify the Listing Price of State Owned Land Currently Being Marketed to Sell with Real Estate Professionals in Madbury RSA 4:39-c

TO: Representative David Campbell, Chairman
Long Range Capital Planning and Utilization Committee

REQUESTED ACTION

The Department of Transportation, pursuant to RSA 4:39-c, requests authorization to amend the listing price from \$60,000.00 to \$25,000.00, allowing negotiations within the Committee's current policy guidelines and assess an Administrative Fee of \$1,100.00, to sell a 0.34 +/- acre parcel located on the southerly side of NH Route 155 and the northerly side of Kelley Road (Old Pudding Hill Road) in the Town of Madbury, subject to the conditions as specified in this request.

The Item (LRCP # 13-022) was originally approved by the Long Range Capital Planning and Utilization Committee on May 14, 2013.

EXPLANATION

The Department of Transportation requests authorization to amend the listing price for the sale of a 0.34 +/- acre parcel of State owned land located on the southerly side of NH Route 155 and the northerly side of Kelley Road (Old Pudding Hill Road) in the Town of Madbury.

This parcel, consisting of approximately 0.34 of an acre, was acquired in 2001 and is the remnant of a complete acquisition for a parcel acquired in connection with the construction of Route 155 and the realignment of the bridge over the Boston and Maine Railroad.

This Bureau proposes that the access for this parcel would be from Kelley Road (a Town road), with no access to NH Route 155.

The sale of this property was brought forward to and was approved by this Committee as (LRCP Item # 13-022) at their May 14, 2013 meeting. This approval allowed the Department to enter into a listing agreement with Parade Properties, for a term of one year at a commission rate of 6%, allowed negotiations with potential buyers within the Committee's current policy and approved a listing price of \$60,000.00. In addition, the Department will assess an additional Administrative Fee of \$1,100.00 to the purchase price.

The value determined for the property of \$60,000.00 was arrived at under the assumption that the State parcel was a buildable one. After the property was being marketed, the Town of Madbury sent a letter to the Department stating that this parcel would not qualify as a house lot under longstanding Zoning Ordinances in Madbury, which was contrary to the Town's original position that the subject was a buildable lot. This parcel was valued originally as if the parcel's Highest and Best Use was as a house lot.

After reviewing the information sent by the Town, a Department staff appraiser reappraised the parcel, this time with the assumption that the Highest and Best Use was as a vacant and unbuildable lot. An appraiser from this Department completed an opinion of value for the subject

property for the purpose of establishing a fair market value. It was felt that a reasonable fair market value for the subject property as of September 20, 2013, was \$17,000.00.

Since the property is currently being marketed through Parade Properties who have generated some interest in the parcel, we requested that they provide the Department a revised market analysis with the premises that this parcel was not a buildable lot with a revised value of \$20,000.00.

The Department reviewed the above information and felt that a value of twenty-five thousand (\$25,000.00) dollars was an appropriate value for this property and authorization is requested from the Committee to revise the listing value of this 0.34 acre parcel located in the Town of Madbury to \$25,000.00 and continue to list the property with Parade Properties until the end of their current listing agreement of July 15, 2014.

Since the Department is proposing to amend the value of this parcel, the Department will be required to offer the property to the following entities as part of the real estate sale process:

1. NH Housing Finance Authority
2. Town of Madbury

It will also be specified in the listing agreement that the selected real estate firm will not collect a commission for sales to any of the above-listed entities, or any State agency that may express interest in the property.

In addition, the Department will assess an additional Administrative Fee of \$1,100.00 to the purchase price.

Authorization is requested from the Committee to revise the listing value of this 0.34 acre parcel located in the Town of Madbury to \$25,000.00, continue to list the property with Parade Properties until the end of their current listing agreement of July 15, 2014, allowing negotiations within the Committee's current policy and if a willing buyer is found, to sell this parcel as stated above, subject to Governor and Executive Council approval.

CRS/PJM/dd
Attachments

STATE OF NEW HAMPSHIRE
INTER-DEPARTMENT COMMUNICATION

FROM: Charles R. Schmidt, PE
Administrator *CRS*

DATE: June 10, 2014

AT: Dept. of Transportation
Bureau of Right-of-Way

SUBJECT: Request to Extend a Listing Agreement for State Owned Land Currently
Being Marketed for Sale with Real Estate Professionals in Madbury
RSA 4:39-c

TO: Representative David Campbell, Chairman
Long Range Capital Planning and Utilization Committee

REQUESTED ACTION

The Department of Transportation, pursuant to RSA 4:39-c, requests authorization to extend the listing agreement with Parade Properties for a term of six months, keep the current listing price of \$25,000.00, allow negotiations within the Committee's current policy guidelines, with a real estate commission of 6%, and assess an Administrative Fee of \$1,100.00, to sell 0.34 +/- of an acre parcel of State owned land located on the southerly side of NH Route 155 and the northerly side of Kelley Road (Old Pudding Hill Road) in the Town of Madbury, subject to the conditions as specified in this request.

The Item (LRCP # 13-022) was originally approved by the Long Range Capital Planning and Utilization Committee on May 14, 2013 and subsequently amended by the Long Range Capital Planning and Utilization Committee on November 23, 2013 (LRCP # 13-049).

EXPLANATION

The Department of Transportation requests authorization to extend the listing agreement for the sale of a 0.34 +/- of an acre parcel of State owned land located on the southerly side of NH Route 155 and the northerly side of Kelley Road (Old Pudding Hill Road) in the Town of Madbury.

This parcel consists of approximately 0.34 of an acre and was acquired in 2001. It is the remnant of a complete acquisition of a parcel acquired in connection with the construction of Route 155 and the realignment of the bridge over the Boston and Maine Railroad.

This Bureau proposes that the access for this parcel would be from Kelley Road (a Town road), with no access to NH Route 155.

The sale of this property was brought forward to and was approved by this Committee as (LRCP Item # 13-022) at their May 14, 2013 meeting. This approval allowed the Department to enter into a listing agreement with Parade Properties for a term of one year at a commission rate of 6%, allowed negotiations with potential buyers within the Committee's current policy, and approved a listing price of \$60,000.00. In addition, the Department will assess an additional Administrative Fee of \$1,100.00 to the purchase price.

The Department also received approval by this Committee at their November 20, 2013 meeting (LRCP 13-049) to amend the listing price for this parcel from \$60,000.00 to \$25,000.00 for the sale of this property.

The Department signed a listing agreement with Parade Properties for the sale of this property, which is to expire on July 15, 2014. Jeanne Menard, agent from Parade Properties, is currently marketing this property for the Department.

Parade Properties has received interest in this property but has not received any offers in writing to this point. Parade Properties still wishes to list this property.

The Department requests the Committee to approve the current listing value of this 0.34 +/- of an acre parcel located in the Town of Madbury at \$25,000.00, allow negotiating with prospective buyers within the Committee's current policy guidelines, and allow the Department to renew the listing agreement with Parade Properties, for a term of six (6) months at the above-mentioned commission rate. In addition, the Department will assess an additional Administrative Fee of \$1,100.00 to the purchase price.

CRS/PJM/dd
Attachments

**STATE OF NEW HAMPSHIRE
INTER-DEPARTMENT COMMUNICATION**

FROM: Charles R. Schmidt, PE
Administrator *CS*

DATE: February 17, 2015

AT: Dept. of Transportation
Bureau of Right-of-Way

SUBJECT: Sale of State Owned Land in Windham
RSA 4:39-c

TO: Chair
Long Range Capital Planning and Utilization Committee

REQUESTED ACTION

The Department of Transportation, pursuant to RSA 4:39-c, requests authorization to sell a portion of the Controlled Access Right-of-Way consisting of 7,785 +/- square feet located at the northeast corner of NH Route 111 and Roulston Road in the Town of Windham directly to Robert Carrier for \$8,600.00 which includes an \$1,100.00 Administrative Fee, subject to the conditions as specified in this request.

EXPLANATION

The Department of Transportation has received a request from a Robert Carrier, who has an option to purchase the abutting parcel, for the opportunity to acquire a portion of State owned NH Route 111 Controlled Access Right-of-Way consisting of 7,785 +/- square feet located at the northeast corner of NH Route 111 and Roulston Road in the Town of Windham.

Conditions of this sale would include:

- No access to either NH Route 111 or Lamson Road from this parcel.
- The purchaser of this parcel would at their expense have a survey plan prepared by a Licensed Land Surveyor describing the parcel being sold, and record this plan in the Rockingham County Registry of Deeds. The Department will use this plan to prepare a deed for the sale of this parcel.
- The Department will except and reserve an access easement over the parcel it is selling to Robert Carrier. This will allow access to the State of New Hampshire, its employees, its subcontractors, contractors, and assigns, vehicular and pedestrian traffic over this parcel for the limited purpose of accessing and maintaining a detention pond located in the State of New Hampshire Controlled Access Right-of-Way located easterly of this parcel as shown on the enclosed Plan. The purchaser specifically grants to the State of New Hampshire the right of travel of vehicles, equipment, machinery, and people over the easement area to reach and maintain the detention pond as shown on the Plan.
- Robert Carrier will also grant to the Department an access easement over the adjacent parcel identified on Windham Tax Map as Parcel 13-A-159, for which Robert Carrier has an option to purchase. This easement will also allow access to the State of New Hampshire, its subcontractors, contractors, and assigns, vehicular and pedestrian traffic over these parcels for the limited purpose of accessing and maintaining a detention pond located in the State of New Hampshire Controlled Access Right-of-Way located as shown on the enclosed Plan. The purchaser specifically grants to the State of New Hampshire the right

of travel of vehicles, equipment, machinery, and people over the easement area to reach and maintain the detention pond.

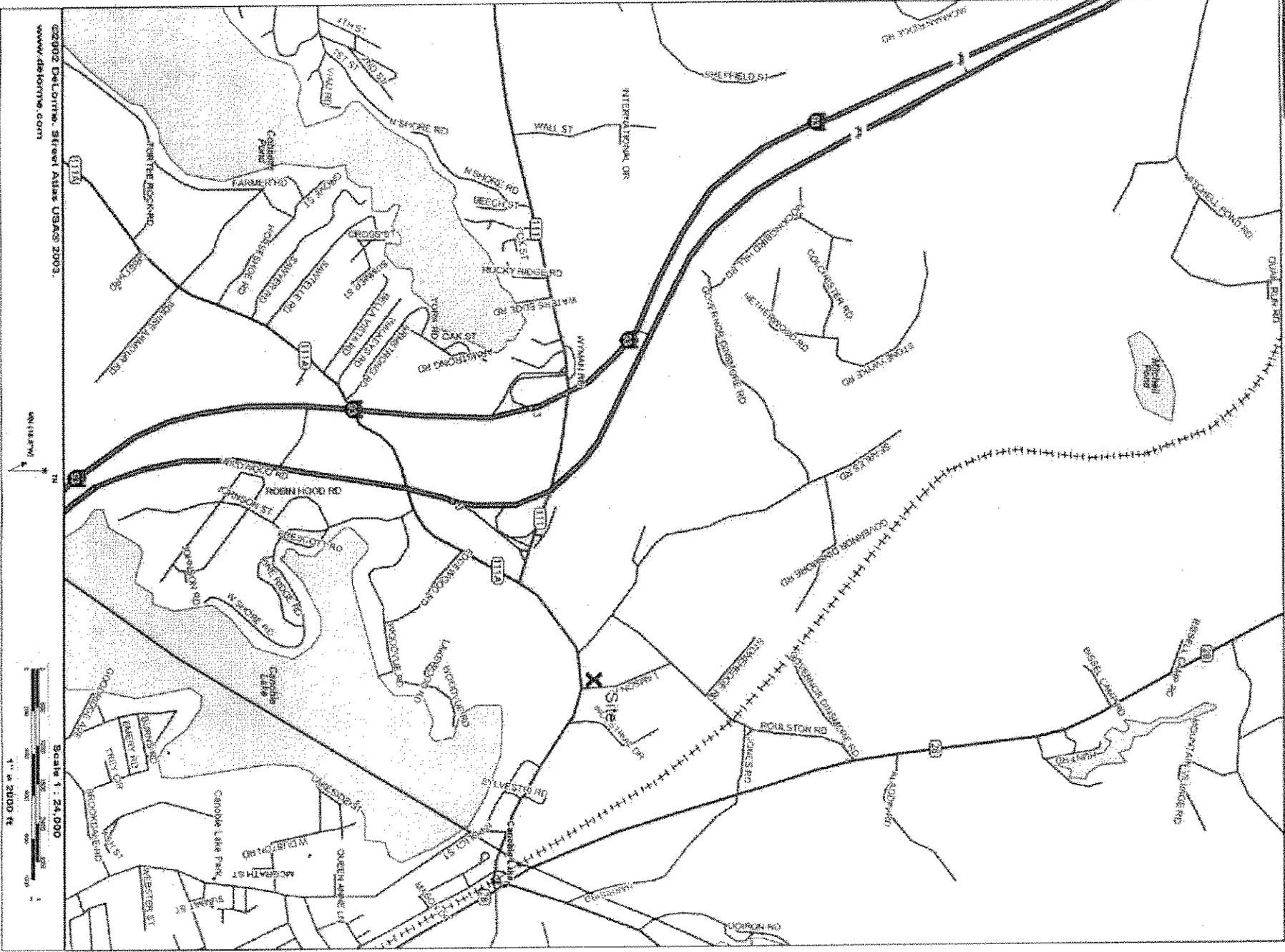
This request has been reviewed by this Department and it has been determined that this parcel is surplus to our operational needs and interest.

A staff appraiser from this Department completed an opinion of value for the subject property for the purpose of establishing a contributory value for this parcel. The appraiser used four (4) sales in Windham as comparables. Based upon the analysis and adjustments of those sales, it was felt that a reasonable contributory value for the subject parcel encumbered with an access/maintenance easement as of December 22, 2014 was \$7,500.00.

The highest and best use of the subject is to the abutter. The Department proposes to offer the sale of this parcel to Robert Carrier for \$8,600.00, which includes an Administrative Fee of \$1,100.00.

Authorization is requested to sell the subject parcel as outlined above.

CRS/PJM/dd
Attachments



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www.delorme.com



Coco, Early & Associates

Mr. Phil Miles
Chief Of Property Management
NH DOT

Dear Mr. Miles,

Please accept this letter as confirmation of my Client; Mr. Robert Carrier; his agreement of the conditions of sale of a certain parcel heretofore referenced as Parcel "A" consisting of 7785 sqft of undeveloped land as further described in the attached print document.

The conditions agreed to effect the sale of Parcel "A" are presented below.

A: Mr. Carrier agrees there shall be no access to either NH Route 111 or Lamson Road from parcel "A"

B: Mr. Carrier, the purchaser of this parcel would at his expense have a survey plan prepared by a licensed land surveyor describing the parcel being sold, and record this plan in the Rockingham County Registry of Deeds. The Department will use this plan to prepare a deed for the sale of this parcel.

C: The Department will accept and reserve an access easement to the State of New Hampshire over the parcel it is selling to Mr. Carrier to allow access to the State of New Hampshire, its employees, its subcontractors, contractors, and assigns vehicular and pedestrian traffic over these parcels for the limited purpose of accessing and maintaining a detention pond located in the State of New Hampshire Controlled Access Right of Way located easterly of the area as shown on the Plan. Mr. Carrier specifically grants to State of New Hampshire the right of travel of vehicles, equipment, machinery and people over the easement area to reach and maintain the proposed detention pond as shown on the Plan.

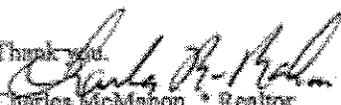
D: Mr. Carrier will also grant to the Department an access easement over the adjacent parcel identified as Parcel 13-A-159 that your client has an purchase and sales to purchase to allow access to the State of New Hampshire, its subcontractors, contractors, and assigns vehicular and pedestrian traffic over these parcels for the limited purpose of accessing and maintaining a detention pond located in the State of New Hampshire Controlled Access Right of Way located easterly of the area as shown on the Plan. Mr. Carrier specifically grants to State of New Hampshire the right of travel of vehicles, equipment, machinery and people over the easement area to reach and maintain the proposed detention pond as shown on the Plan.

Therefore, based on the above terms being agreed to by Mr. Robert Carrier and the NH-DOT. Mr. Phillip Miles: Chief Of Property Management/NH-DOT shall upon receipt of this letter, prepare a submission to the Long Range Capital Planning and Utilization Committee requesting authorization for the sale of this 7,785 square foot parcel to Mr. Robert Carrier for the amount of \$8,600.00 which will also include an Administrative Fee of \$1,100.00. Further, as it is understood that as this Committee has the authority to change this value if they deem necessary, Mr. Carrier also reserves the right to reconsider his offer to purchase should he deem necessary as well.

To confirm agreement by my Client; Mr. Robert Carrier, to the issues described above to effect a sale of the property referenced as Parcel "A" herein, his signature appears below


Robert Carrier

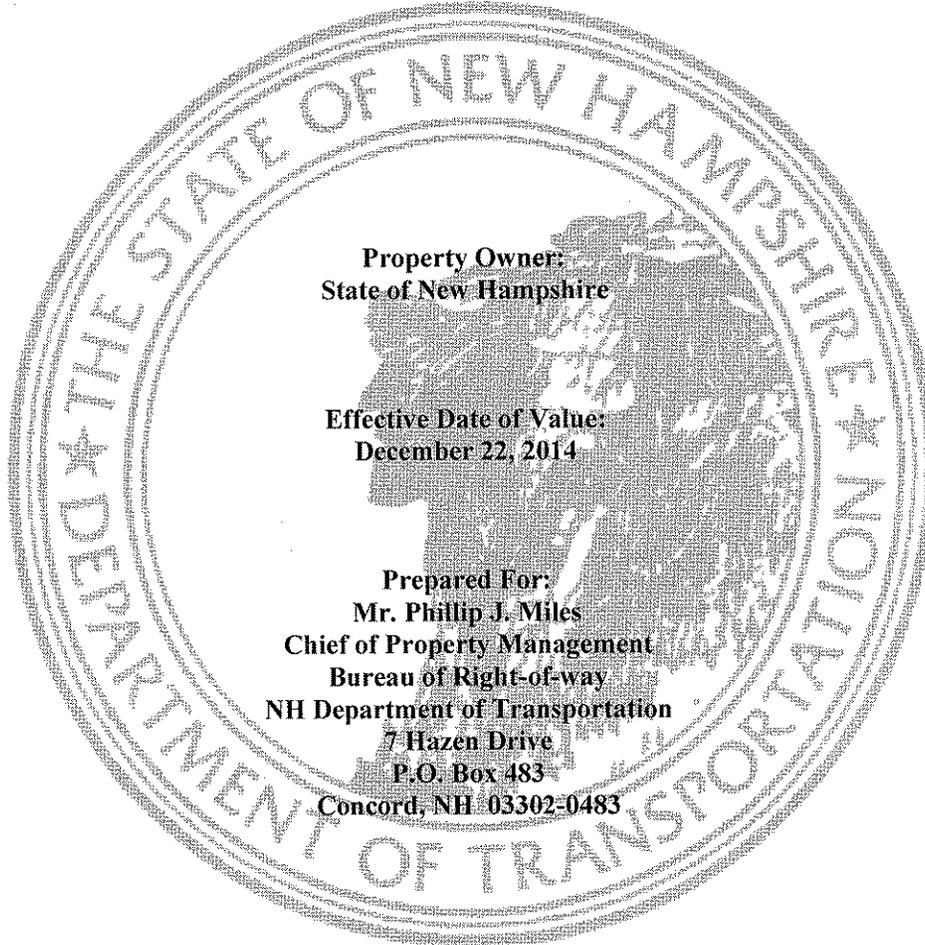
Date: 2-11-2015

Thank you.

Charles McMahon * Realtor
Coco, Early & Associates
125 Indian Rock Road
Windham, New Hampshire 03087
603-401-4646

Appraisal Report

of

7,785 SF Controlled Access Right-of-Way
Part of Former Parcel #131, State Project #10075 Windham-Salem
North Side of Route 111 and West side of Lamson Road
Windham, NH



Property Owner:
State of New Hampshire

Effective Date of Value:
December 22, 2014

Prepared For:
Mr. Phillip J. Miles
Chief of Property Management
Bureau of Right-of-way
NH Department of Transportation
7 Hazen Drive
P.O. Box 483
Concord, NH 03302-0483

Prepared By:
Laura J. Davies, NHCG - 529
Appraisal Supervisor
NH Department of Transportation
7 Hazen Drive
PO Box 483
Concord, NH 03302-0483

FROM:	Laura J. Davies, NHCG #: 529 Staff Appraiser	DATE:	January 21, 2015
TO:	Phillip J. Miles Chief of Property Management	AT:	NHDOT - Bureau of Right-of-Way Concord Office
THROUGH:	Stephen Bernard Chief Appraiser		
SUBJECT:	Surplus Property Value Estimate of a 7,785 SF Area of Controlled Access Right-of-Way Located at north side of Rte. 111 and west side of Lamson Road, Windham, NH Project: Surplus Property - Windham-Salem 10075, part of former Parcel 131 Property Owner: State of New Hampshire		

Appraisal Problem: This memo constitutes an appraisal report for the above referenced subject property. The intended recipients and those requesting this report are officials, employees and agents of the Department of Transportation, Bureau of Right of Way.

The purpose of this appraisal is to estimate the contributory value of the fee simple interest in the 7,785 square foot area encumbered with an Access/Maintenance Easement in favor of the State New Hampshire, located at the north side of Route 111 and west of Lamson Road in Windham, NH that is currently part of a Controlled Access Right-of-Way owned by the State of New Hampshire. The property consists of 7,785 square feet and is further identified as Parcel A on a Plan of Land prepared by the Dubay Group, Inc. for Carrier Family Funeral Home, dated 9/24/2014. The subject is valued based on its contribution to the value of the abutting sites, a 4.102± acre parcel proposed to be developed with a 10,000 square foot two story funeral home building and a 0.45± parcel encumbered with a utility easement, both located in Windham's Limited Industrial District. The effective date of value is December 22, 2014.

The appraised property consists of an irregularly shaped 7,785 square foot area that is currently part of the Controlled Access Right-of-Way associated with Route 111. Although the subject area is part of the right-of-way, it is located adjacent to a detention basin included in the right-of-way and has no actual road frontage. The subject is to be encumbered by an access/maintenance easement in favor of the State New Hampshire in order to preserve the State's right to maintain the detention basin after the proposed sale of the subject area to the buyer of the abutting site. The subject area is unimproved with the exception of site improvements in the form of lawn and a raised dirt driveway currently used to provide access to the detention basin. The parcel is being valued for a potential sale to the buyer of the abutting properties to enhance parking and access in the development of the assembled site for a funeral home use. The area will not be offered for sale on the open market as it provides no utility to any other property and could not constitute a stand-alone parcel. Electricity, telephone and cable TV are available at the street.

The attached report summarizes the basis of the value conclusions and provides definitions to specific terms. It also defines the Limiting Conditions, Hypothetical Conditions or Extraordinary Assumptions on which this valuation is based. Based on the data collected and analyzed, in my opinion the contributory value of the fee simple interest of the property encumbered with an Access/Maintenance Easement in favor of the State New Hampshire, as of December 22, 2014 is:

\$7,500

Photographs of the Subject Property
Taken December 22, 2014 by Laura Davies



View of Subject Area at the bend (western corner) looking southeast.



View across detention basin toward Route 111 with southern portion of Subject Area at right

Photographs of the Subject Property
Taken December 22, 2014 by Laura Davies



View from northern tip of Subject Area looking north along discontinued Lamson Road.

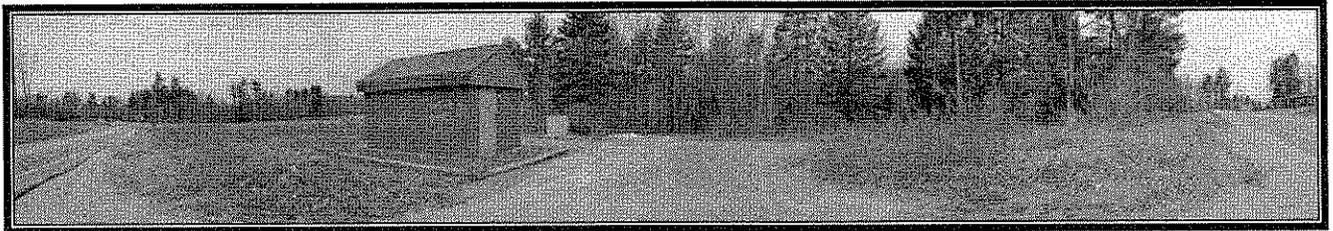


View of Subject Area at the bend, looking north.

Photographs of the Subject Property
Taken December 22, 2014 by Laura Davies



View of western corner of the Subject Area in foreground across Abutting Property to Saint Matthew Parish in background.



Panoramic View of Abutting 0.45± Property from Lamson Road.

General Assumptions

For this report I have assumed:

- All maps, plans, and photographs I used are reliable and correct.
- The legal interpretations and decisions of others are correct and valid.
- The parcel areas given to me have been properly calculated.
- Broker and assessor information are reliable and correct.
- The abstracts of title and other legal information available are accurate.
- Information from all sources is reliable and correct unless otherwise stated.
- There are no hidden or unapparent conditions on the property or in the subsoil, including hazardous waste or ground water contamination, which would render the property more or less valuable.
- This appraisal report values only the real estate. It does not value personal property, equipment or machinery.

Extraordinary Assumptions

This analysis is based on the assumption that the following restrictions will apply to the subject area: 1) The subject is to be encumbered by an access/maintenance easement in favor of the State New Hampshire in order to preserve the State's right to maintain the detention basin after the proposed sale of the subject area to the buyer of the abutting site. 2) The parcel would be offered solely to the buyer of the abutting sites for purchase.

Hypothetical Condition

This analysis includes an "As If Assembled" valuation based on a hypothetical scenario where the abutting property is assembled with the subject area and Lot 13-A-155, currently under contract, in order to arrive at the contributory value for the subject.

General Limiting Conditions

This report is bound by the following limiting conditions:

- Sketches and photographs in this report are included to assist the reader in visualizing the property. I have not performed a survey of the subject property or any of the comparable sales, and do not assume responsibility in these matters.
- I assume no responsibility for any hidden or unapparent conditions on the property, in the subsoil (including hazardous waste or ground water contamination), or within any of the structures, or the engineering that may be required to discover or correct them.
- Possession of this report (or a copy) does not carry with it the right of publication. Furthermore, it may not be used for any purpose other than by the party to whom it is addressed without the written consent of the State of New Hampshire, and in any event only with the proper written qualification and only in its entirety. Neither all nor

any part of the contents (or copy) shall be conveyed to the public through advertising, public relations, news, sales, or any other media without written consent and approval of the State of New Hampshire.

- Acceptance and / or use of this report constitutes acceptance of the foregoing underlying limiting conditions and underlying assumptions.

Purpose of Appraisal

The purpose of the appraisal is to estimate the contributory value of the owner's marketable rights and interest in the subject area, reserving a proposed access/maintenance easement benefitting the State, as of the effective date of the appraisal, by employing an Appraisal Report in conformity with the New Hampshire Department of Transportation Right-of-Way Manual, Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA) (a/k/a Yellow Book), and Uniform Standards of Professional Appraisal Practice (USPAP).

Contributory Value

As referred to herein, the term Contributory Value is defined by *The Dictionary of Real Estate Appraisal, fifth edition*, (The Appraisal Institute, 2010) as follows:

The change in value of a property as a whole, whether positive or negative, resulting from the addition or deletion of a property component.

Property Rights Appraised

The unencumbered fee simple interest in the property has been appraised. Fee Simple interest is defined in the *Dictionary of Real Estate Appraisal, 5th edition*, (The Appraisal Institute, 2010), as:

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by governmental powers of taxation, eminent domain, police power, and escheat.

Date of Inspection

December 22, 2014.

Effective Date of Value

December 22, 2014.

Date of Report

January 16, 2015.

Intended Use

The intended use of this report is to assist the client—the New Hampshire Department of Transportation, Bureau of Right of Way, and its officials, employees and agents in providing a reasonable and supportable contributory value estimate of the real estate for possible disposition, financial planning and decision making.

Intended User

The reader should clearly understand that the use of this report is intended to be for the exclusive use of the New Hampshire Department of Transportation.

Scope of Work

The scope of work identifies the type and extent of research and analyses in an assignment. My investigations and research included an on-site inspection and photographing of the subject area on December 22, 2014. I examined Town and County property records including assessment data and taxes, zoning regulations, the availability of public utilities, access, traffic counts. I researched the type and intensity of neighboring uses and reviewed information from the files of the New Hampshire Department of Transportation, including Project plans, correspondence and site plans of abutting parcels.

I formed an opinion of the highest and best use of the subject alone and then for the abutting parcels, both "As Is" and "As Assembled" with the subject area, based on legal, physical, and neighborhood land use characteristics as well as the proposed easements for the subject parcel. I compiled comparable land sales data for the abutting property in both the "as is" and the "as if assembled" scenarios, verified and analyzed the data, estimated the value of the abutting property, and prepared this before and after appraisal report in compliance with USPAP 2-2(a) to convey my findings, the market data, and the analyses.

Property data was collected and compiled from several sources, including the Town of Windham, Rockingham County Registry of Deeds, Northern New England Real Estate Network (MLS), Real Data, and local real estate professionals.

Property Identification

The surplus property is identified as a 7,785 square foot area located north of Route 111 and west of Lamson Road, Rockingham County that is owned by the State of New Hampshire. It is further identified on NHDOT Property Layout Sheet 2 for Project 10075 as a portion of the Controlled Access Right-of-Way associated with detention basin E2.

Listing, Transfer, and Ownership History

The State of New Hampshire currently owns the subject area as part of the Controlled Access Right-of-Way. They acquired the property for the Windham - Salem 10075 project on June 3, 2004. The subject area was part of former Parcel 131. The warranty deed was recorded at the Rockingham County Registry of Deeds in Book 4306 Page 488.

The property is not currently offered for sale, has not been listed for sale in the past 12 months and is not under contract or option. The buyer of the abutting properties, Carrier Family Funeral Home, has expressed interest in purchasing the subject area to enhance the development potential of the properties he has under contract for development of a funeral home. The abutting property at 38 Range Road (Route 111), Lot 13/A/150, consists of

4.102± acres of undeveloped land and is currently owned by Nicole Devaney. Mr. Carrier reports that he has an agreement to purchase this parcel for \$180,000. The abutting property at 7 Lamson Road, Lot 13/A/155, consists of 0.70 acre located on both sides of the street. It is currently owned by the State of New Hampshire. The 0.45± acre portion on the west side of Lamson Road is under contract to Mr. Carrier for \$45,000. The subject area would only be offered to this abutter for purchase.

Present Use

The property is undeveloped with the exception of site improvements in the form of a raised dirt driveway built to facilitate the maintenance of the drainage basin.

Real Estate Tax Data

The subject area is currently part of the Controlled Access Right-of-Way and is not a subdivided lot of record. As such, it is not assessed. The following information pertains to the abutting parcels currently under contract and proposed to be assembled with the subject area to form a commercial development site.

Property Assessment

Town Property ID	Land	Building	Total
Map 13/A/150	\$105,000	\$0	\$105,000
Map 13/A/155	\$150,000	\$0	\$150,000

Real Estate Tax

Assessed Value	Tax rate/\$1,000	Real Estate Taxes
\$105,000	\$24.00	\$2,520
\$150,000	\$24.00	\$3,600

Please note that the above Lot 13/A/155, owned by the State of New Hampshire, includes land across Lamson Road that is not included in the contract to the buyer of Lot 13/A/150.

Comments

The State of New Hampshire, Department of Revenue currently estimates that assessed values in the Town reflect approximately 97.4% of true market value, resulting in an equalized assessed value for Lot 13/A/150 of \$170,803 and for Lot 13/A/155 of \$154,004. Assessment for *ad valorem taxation* is based on broad base techniques heavily weighted to residential properties and is not considered an accurate reflection of market value as defined in this report.

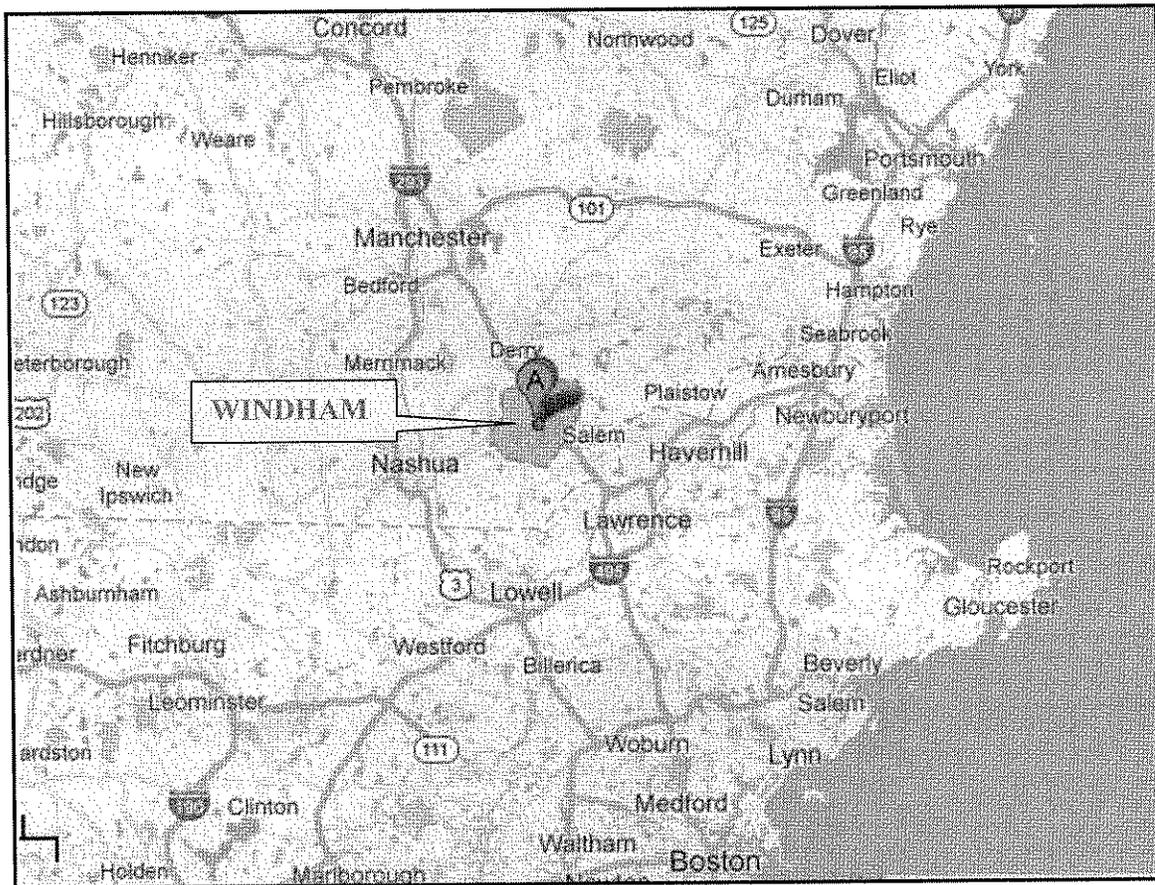
Area/Neighborhood Description

The town of Windham is located in Rockingham County and encompasses a total of 26.8 square miles of land area. The communities bordering Windham are Salem to the east, Pelham to the south, Hudson to the west, Londonderry to the northwest and Derry to the north. Interstate 93 passes from north to south through Windham as well as State Routes 28 and 128. Routes 111 and 111A travel in a generally east/west direction and connect with Interstate 93 at Exit 3. This intersection is less than one-half mile west of the subject.

Access to I-93, Massachusetts and nearby Salem, NH are primary factors contributing to strong population growth in Windham. Windham is primarily a residential community with a 2013 population estimate of 14,113, according to the Census Bureau. This reflects a 56% increase from 1990 and a 30% increase from 2000. Windham is considered an affluent bedroom community with median household income of \$118,242 per the 2012 American Community Survey. Despite this strong growth, Windham still has a low density of development at 528.2 persons per square mile of land area as compared with the neighboring community of Salem at 1,163.5 persons per square mile. The lack of municipal sewer and the limited availability of water through a private water company contribute to the lower density of development.

The town's limited commercial base is located along Rockingham Road (NH Route 28) near the Salem town line and along NH Route 111 from the intersection with 111A near the I-93 interchange and west to the town center. Retail developments include two adjacent centers, a national drug store, a Shaw's Supermarket, a couple of national fast food restaurants and a number of service commercial uses. There are several office uses located in the same area including a development recently completed that houses a café, retail space, office space and an urgent care facility. A three tenant retail facility anchored by a Dunkin Donuts has also been completed. Windham also has a small industrial park located off of Range Road where some new office construction is underway.

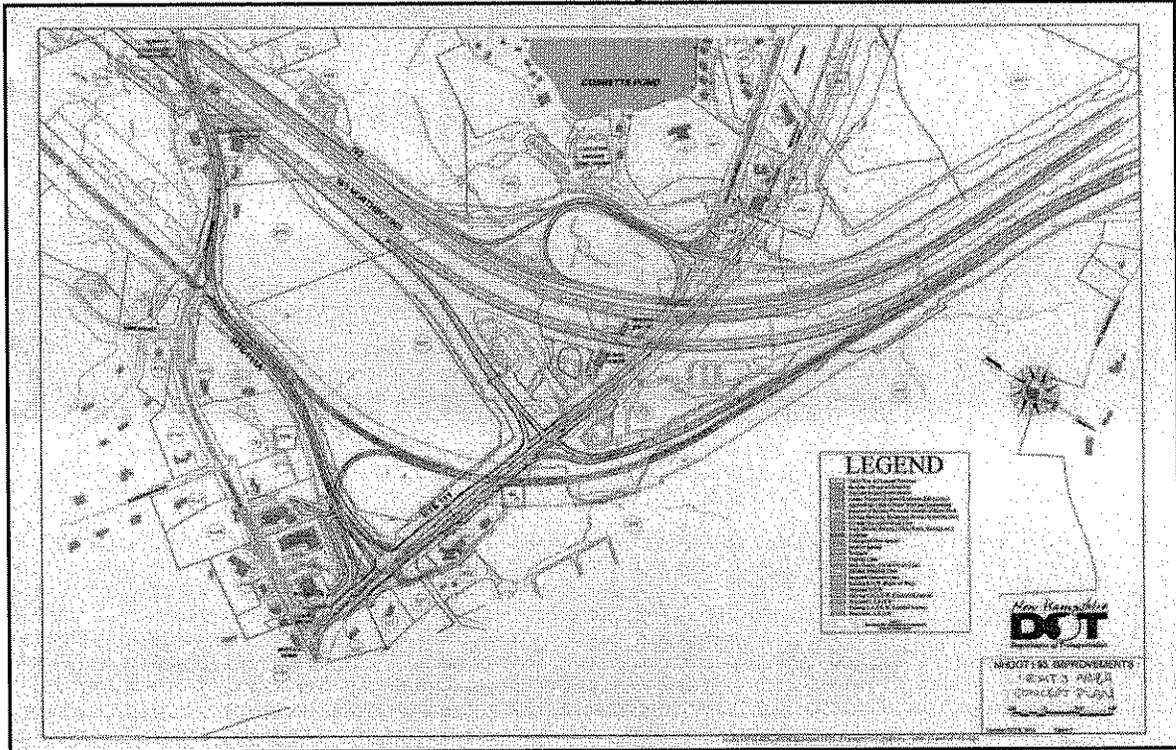
AREA MAP



Interstate Highway – 93

The State of New Hampshire Department of Transportation (NHDOT) is in the process of rebuilding Interstate Highway-93—a limited access highway. The project involves a 20 mile segment of I-93 between Exits 1 and 5, from the Massachusetts state line to Manchester, NH that will add two lanes in each direction, rebuild exit and on ramps and construct new park & ride facilities. Construction began in the fall of 2007 and has been ongoing within the subject neighborhood. Details of the project can be found on the Internet at www.rebuilding193.com.

Exit 3 Area Concept Plan

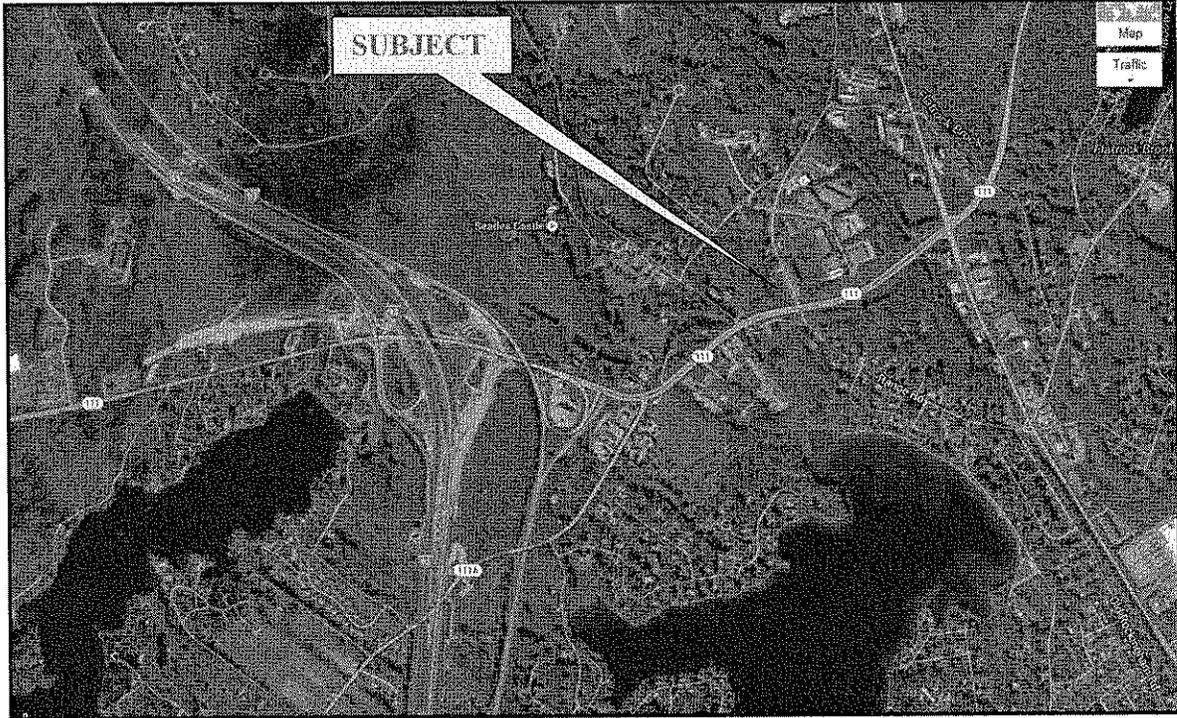


The subject neighborhood is defined as those commercially developed areas within the community as described above and extending along Route 111A (Range Road) west to the Common Man restaurant by I-93 and east to Route 28. Range Road in front of the subject area is a paved four lane state highway with turning lanes for both directions at the signalized Lamson Road intersection. Traffic counts in the neighborhood were 80,000 on I-93 between Exits 2 and 3 in 2012, 14,000 on Route 111 west of Route 28 in 2011 and 25,000 on Route 111 west of Route 111A in 2009.

The subject neighborhood has been impacted significantly by the redesign of Interstate 93 in the Exit 3 area. It appears that the area is beginning to see a spurt of new development after a pause due to the recession and the changing highway design plans. Route 111A will be re-routed to the current location of the I-93 north-bound off ramp at Exit 3.

Uses in the vicinity of the subject include commercial/industrial uses along industrial Drive and Roulston Road, Saint Matthew's Church, the Warde Health Center, vacant land, residential subdivisions, multi-tenant office and retail developments, a branch bank, McDonald's and Dunkin Donuts restaurants and Mobil gas station, two full service restaurants, and a greenhouse/nursery. There are several commercial properties currently on the market. As the construction on I-93 progresses, the neighborhood appears to enjoying some commercial growth.

Neighborhood Map



ZONING

The subject State owned area and the abutting parcel are located in the Limited Industrial District, as shown on the following map.

Limited Industrial District

Minimum Lot Areas: minimum lot area shall be 50,000 square feet and shall contain 30,000 square feet of contiguous area. The area within the 30,000 square feet shall accommodate a minimum rectangular area of 10,000 square feet with a minimum dimension of 100 feet.

Minimum Road Frontage: 175 feet

Setbacks:

Front: 50 feet

Side: 20 feet

Rear: 30 feet

Maximum % Building Coverage of Lot: 30%

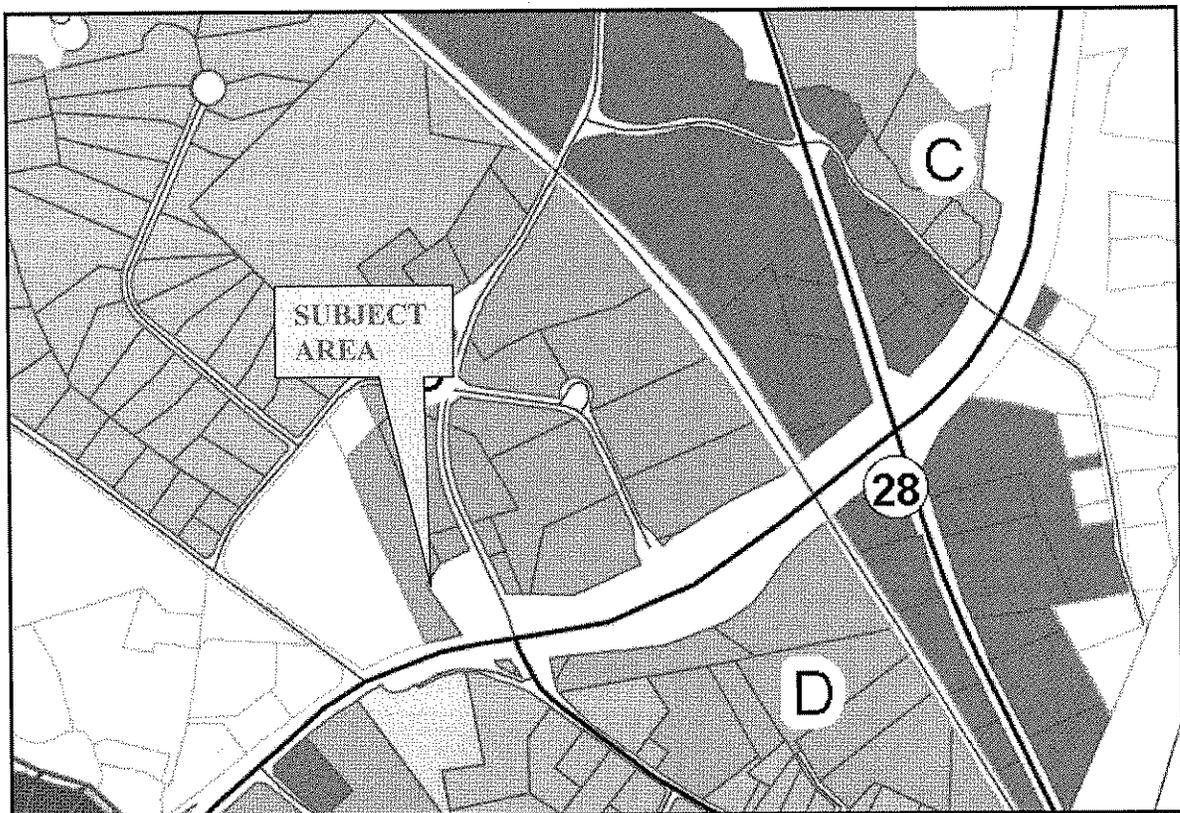
Permitted Uses: research laboratories, manufacturing enterprises, building materials warehouses, printing or publishing establishments, photographic studios, medical or dental laboratories, gasoline service stations, garages and repair shops, passenger depots, terminals and utility structures, restaurants, contractor yards and storage yards, firearms shooting ranges, health, fitness, and recreational establishments, call center, **funeral homes**,

mortuaries or crematories, office, personal service establishment, banks and ATMs, commercial service establishment, etc.

The subject area does not comply with any of the minimum lot area requirements of the district. In addition, the lot does not have sufficient size and depth to meet the required setbacks and still support any practical building development on its own. The area could not constitute a buildable lot of record on its own but would add utility to the abutting lot. The larger of the abutting parcels is a non-conforming lot in the Limited Industrial District. If assembled with the subject area and Lot 13-A-155, the parcel identified as 38 Range Road, Lot 13-A-150, would have improved utility but would still require significant relief from Town regulations.

In addition, the subject and the entirety of Lot 13-A-150 are located in the Wetland and Watershed Protection District (WWPD) and the Canobie Lake Watershed Protection Overlay District. These districts impose use restrictions that would prohibit most development of these parcels unless relief from these restrictions can be obtained through variances.

Zoning Map



PROPERTY DESCRIPTION - SUBJECT

The appraised property consists of an irregular shaped 7,785± square foot area that comes to a point at the corner of the Controlled Access Right-of-Way for Route 111 and the detention basin at the northwest corner with Lamson Road. This is a signalized intersection. From this point the area widens as it extends back 278.41± feet before turning to the northeast for an additional 123.46± feet. The area is widest at the “bend”, about 45 feet. Much of the subject area is a raised dirt drive that wraps around the drainage basin to allow access for maintenance by NHDOT. The transfer of the subject area will be subject to the buyer granting the State of New Hampshire an access easement over the entire area. An access easement will also be retained over Lot 13-A-150 to allow maintenance to the adjacent detention basin in the Right-of-Way. The subject site area is too small to support any significant building development on it's own but adds buildable uplands to the abutting parcel, which is heavily impacted by wetlands. The additional area will allow the abutting parcel to have adequate parking and improved traffic flow, connecting access points on Route 111 and Lamson Road. As such, it would add utility and value to the abutting parcels

Utilities available at the street include electricity, telephone and cable TV. The subject area appears to vary in grade by about 10 feet with the lower portion near Route 111 and the highest point near the rear boundary. According to National Flood Insurance Program map number 33015C0545E, effective May 17, 2005, the subject and abutting properties are within a flood hazard area.

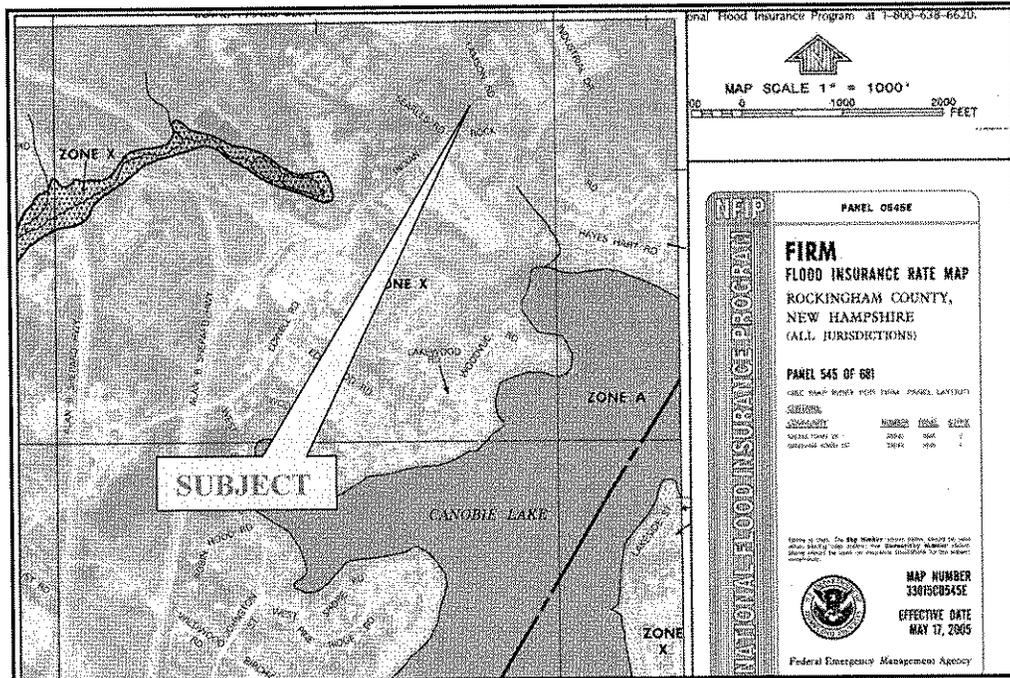
PROPERTY DESCRIPTION - ABUTTING PROPERTY

The abutting property, identified as 28 Range Road, Lot 13/A/150, consists of 4.102± acres according to the preliminary plans provided and has 147.01 linear feet of frontage on the north side of Route 111 between Searles Road and Lamson Road. This location provides the site with good exposure and visibility. Access to the site will be via curb cuts on both Route 111, aka Range Road, and Lamson Road. This property is the subject's abutter along the subject's western property line. The site is mostly level and at and below grade but slopes up along it's eastern boundary. The entire western side of the site, which abuts the Saint Matthew Church, is delineated wetlands. The grading and utility plan that follows indicates that there will be 94,003 square feet of developable site area, including the proposed wetland impacts and Lot 13-A-155. Deducting both of these areas results in 1.53 acres of developable area within Lot 13-A-150 as it currently exists. The site is encumbered by a drainage easement along most of its road frontage. The lot is undeveloped and is reportedly under agreement for an undisclosed amount to the Carrier Family Funeral Home or a related party.

The same party also has the 0.45± acre portion of the parcel on the west side of Lamson Road owned by the State of New Hampshire, identified as Lot 13/A/155, under contract for \$45,000. This parcel is at the grade of Lamson Road and slopes down toward the western boundary at the centerline of the discontinued Lamson Road. The 0.45 acre parcel includes 122± feet of frontage on the west side of the relocated Lamson Road and includes no wetlands. It is improved with a very small brick utility building and encumbered by a utility

easement in the southeast corner. The assemblage of these two parcels with the subject area is represented by the "As If Assembled" valuation. These sites are serviced by electricity, telephone and cable. On-site well and septic would be required for development.

Flood Map



Exposure Time

According to the 2014-2015 Uniform Standards of Professional Appraisal Practice Definitions on Page U-2, exposure time is “estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.”

Because the subject area is currently part of a Controlled Access Right-of-Way and if sold could offer utility to only one other abutting property, there is no “market” for the property. For this reason, the concept of exposure time is not applicable to the subject area and has not been included in this appraisal report.

Highest and Best Use

Highest and best use is that physically possible, legally permissible, financially feasible, and maximally productive use that would result in the greatest net return. It must not be highly speculative nor predicated upon conditions anticipated in the too distant future.

The subject 7,785 square foot area is not a conforming lot of record within the Limited Industrial District. The size and configuration of the area limits its use to the point where it is not a buildable lot on its own and would best be used in conjunction with the abutting parcel. The subject would also be limited by the access easement to NHDOT that would be reserved upon its sale. The immediate neighborhood is an area that has experienced growth over the last 25 years. New development had paused due to the recession and the lengthy road improvement projects. Now there is renewed activity, spurred on by the progress in improvements to the Interstate 93 and the recovered economy. The zoning and the neighboring uses all point to demand for the subject site if assembled with the abutting parcels.

The subject's two abutters are identified as Lot 13/A/150 and Lot 13/A/155. The subject would yield the highest return if merged with these abutting parcels as proposed. The two smaller, non-conforming areas would give the very wet Lot 13/A/150 enough upland to allow for a functional commercial development.

Based on the above factors and analysis, the highest and best use of the subject is concluded to be assemblage with the abutting parcels Lots 13/A/150 and 13/A/155.

Highest and best use -Abutting Parcel at 38 Range Road (Lot 13/A/150) – As Is

This abutting parcel consists of an irregularly shaped 4.102± acre lot with 147.01 linear feet of frontage on Route 111 near the northwest corner of Lamson Road, a signalized intersection. This location provides the site with good exposure and visibility. Access to the site would be via a curb cut on Route 111 but wetlands would make reaching the proposed building site with a driveway quite challenging. This property is the subject's abutter along the subject's western property line. The site is mostly level and below grade but slopes up along its northeastern boundaries. The site is vacant and unimproved. Much of the site has been delineated as wetlands, including the entire western side of the parcel. For this reason, the entire parcel falls within the Wetlands and Watershed Protection District and the Canobie Lake Watershed Protection Overlay District, restricting its developability unless variances are obtained. This site is serviced by electricity, telephone and cable. It would require on-site well and septic. The property is located in Windham's Limited Industrial District, which allows a wide range of permitted uses. The abutting parcel, Lot 13/A/150, has been under agreement to two funeral home uses in recent years. The proximity to Saint Matthew Church makes this an attractive location for a funeral home use.

Based on the surrounding properties, several of the permitted uses may be feasible with variances. The Highest and Best Use of the abutting site "As Is" is concluded to be for commercial development as permitted by the site conditions, as that would yield the highest return on investment.

Highest and best use - Abutting Parcel on Lamson Road (Lot 13/A/155)

This abutting 0.45± acre site is a remnant of a larger parcel bisected by the relocation of Lamson Road. It is improved with a small utility building and is encumbered by a utility easement. It is a non-conforming lot that is too small to support a building with a well and septic system in addition to the utility easement and is best utilized for assemblage with one of its two abutters.

Highest and best use - Abutting Parcels – As Assembled

The assemblage of the subject with the abutting parcels increases the likelihood that a functional development could be located on this very wet site. The subject area would add some uplands to the abutting parcels in an area that would facilitate access via Route 111. The Highest and Best Use of the abutting site “As Assembled” is concluded to be for commercial development as permitted by the site conditions, as that would yield the highest return on investment.

VALUATION

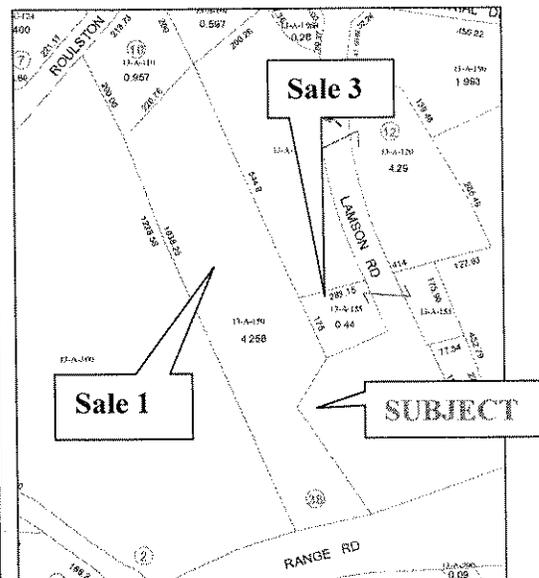
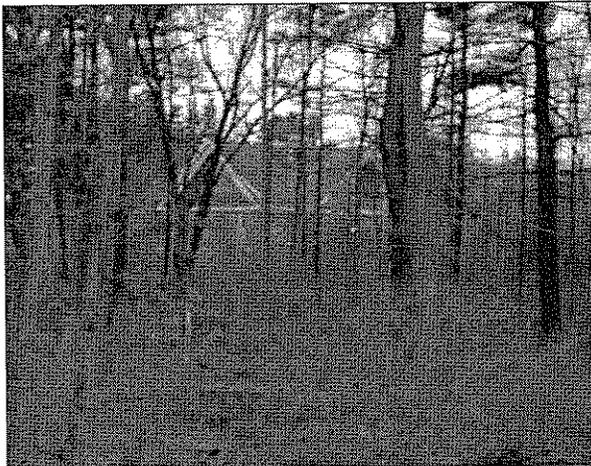
The three traditional approaches to value are the Income Approach, Sales Comparison Approach, and Cost Approach. Since this assignment considers the contributory value of the subject’s 7,785 square foot area, with access easement in favor of NHDOT reserved, to the abutting 4.102± acre site at 38 Range Road and the 0.45± acre parcel on Lamson Road, the Sales Comparison Approach is the most applicable method of valuation. The Cost Approach is not applicable to land only and is not developed in this appraisal. The Income approach can be applicable to highway commercial sites such as the subject’s abutter but the lack of adequate comparable land leases and comparable capitalization rate data in the immediate area makes this approach less reliable. The Income Approach has not been developed in this appraisal.

SALES COMPARISON APPROACH

In the sales comparison approach, recent sales of similar properties are used in a comparative analysis to establish the most probable value of the property being appraised. In this case, the abutting properties are valued “as is” and “as if assembled” with the subject in order to arrive at a contributory value for the subject parcel to the abutting parcels. The recent sale of similar sites within the subject neighborhood that are suitable for the development of a commercial building were researched for use in this analysis. A sufficient number of available commercial land transactions were found to develop this approach. Of that data the four most similar transactions were used in the analysis. Two of the transactions included in the analysis are the pending sales of the abutting properties. Each sale is detailed on the subsequent pages.

LAND SALE COMPARABLE NO. 1 & ABUTTING PROPERTY

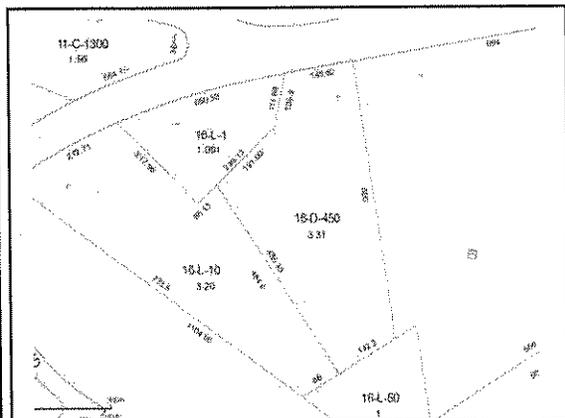
LOCATION: 38 Range Road, (Route 111), Windham, NH
GRANTOR: Nicole Devaney
GRANTEE: Carrier
SALE PRICE: \$180,000
SALE DATE: **UNDER CONTRACT**
DATE RECORDED: N/A
BOOK/PAGE: Rockingham County - N/A
RIGHTS CONVEYED: Fee Simple
CONDITIONS OF SALE: Assemblage
FINANCING: N/A
MAP/LOT: 13-A-150
SITE AREA: 4.102 Acres
UNIT PRICE: **\$43,881. per Acre**
ZONING: Limited Industrial
ROAD FRONTAGE: 140.26' on Range Road (Route 111)
SHAPE: Irregular
TOPOGRAPHY/GRADE: Mostly level/Slightly below
UTILITIES: Private well & Septic is needed
EASEMENTS: Existing drainage easement almost all of frontage
CONFIRMATION: Grantee, inspection and public records, by L. Davies
COMMENTS: The proposed buyer is the owner of a funeral home facility. He intends to assemble this parcel with two surplus parcels owned by the State to construct a funeral home. The lot has extensive wetlands along the entire western side of the parcel and is not developable without the proposed assemblages and significant variances from the Town's wetland regulations.



LAND SALE COMPARABLE NO. 2

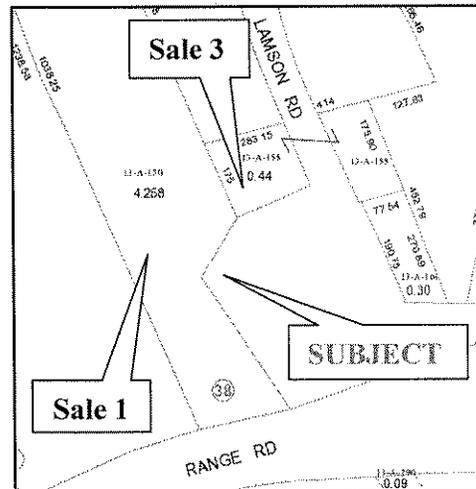
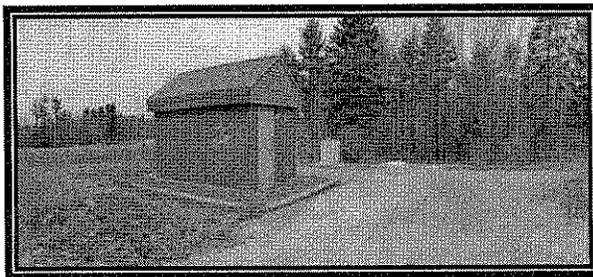
LOCATION: 32 Indian Rock Road, (Route 111), Windham, NH
GRANTOR: Linda L. Brown Revocable Trust
GRANTEE: 32 IRR Realty, LLC
SALE PRICE: \$620,000, \$630,000, effective
SALE DATE: January 6, 2010
DATE RECORDED: January 7, 2010
BOOK/PAGE: Rockingham County - 5080/1984
RIGHTS CONVEYED: Fee Simple
CONDITIONS OF SALE: Arm's-length
FINANCING: Enterprise Bank & Trust - \$495,000
MAP/LOT: 16-D/450
SITE AREA: 3.31 Acres
UNIT PRICE: **\$190,332. per Acre, effective price**
ZONING: Village Center
ROAD FRONTAGE: 145.82' on Indian Rock Road (Route 111)
SHAPE: Irregular
TOPOGRAPHY/GRADE: Gently sloping/Slightly below
UTILITIES: Private well & Septic
EASEMENTS: None noted or disclosed, cross easements negotiated with abutter after sale

CONFIRMATION: Grantee, inspection and public records, by K. Madden
COMMENTS: The property was bought for development of a 3,200 sf gas station/convenience store. Wetlands and a pond reduce the usable area. Demolition costs for residential building estimated at \$10,000. There have been no other transfers of this property within the past 5 years.



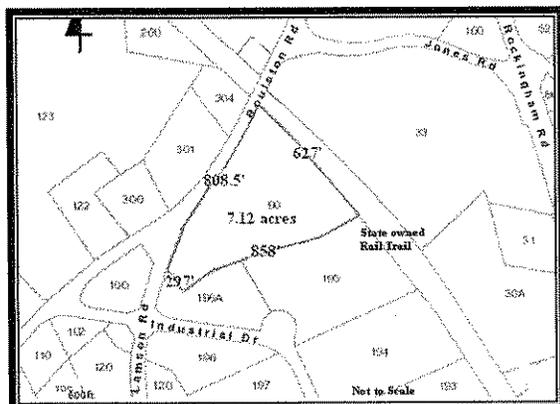
LAND SALE COMPARABLE NO. 3

LOCATION: West side of 7 Lamson Road, Windham, NH
GRANTOR: The State of New Hampshire
GRANTEE: Carrier
SALE PRICE: \$45,000
SALE DATE: **UNDER CONTRACT as of December 2014**
DATE RECORDED: N/A
BOOK/PAGE: Rockingham County - N/A
RIGHTS CONVEYED: Fee Simple
CONDITIONS OF SALE: Purchased for assemblage
FINANCING: N/A
MAP/LOT: western portion of 13-A-155
SITE AREA: 0.45 Acre
UNIT PRICE: **\$100,000. per Acre**
ZONING: Limited Industrial
ROAD FRONTAGE: 122±' on Lamson Road
SHAPE: Roughly Square
TOPOGRAPHY/GRADE: Level/At
UTILITIES: Private well & Septic needed
EASEMENTS: Utility easement in southeast corner of lot
CONFIRMATION: Grantee's representative, by L. Davies
COMMENTS: Original parcel was divided by the new location of Lamson Road. Purchased by the State for a road improvement project in 1996. Improved with a small utility building and cabinet that will remain. Currently under agreement for sale to Carrier. To be assembled with the subject and Lot 13-A-150. Deed will be Quitclaim. Proposed closing date is 3/31/2015.

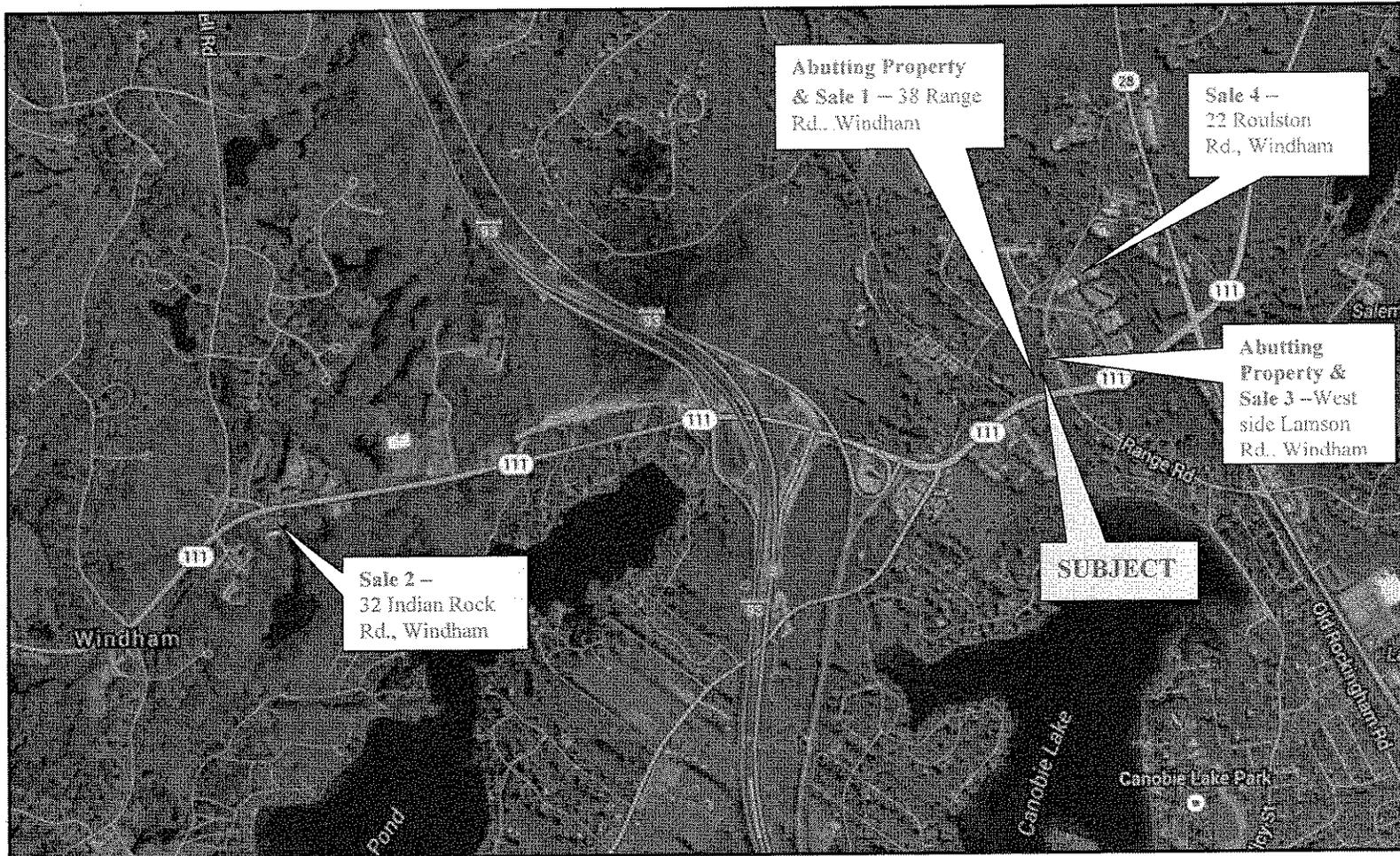


LAND SALE COMPARABLE NO. 4

LOCATION: 22 Roulston Road, Windham, NH
GRANTOR: Stephen P. Lindholm
GRANTEE: 22 Roulston Road LLC
SALE PRICE: \$625,000, effective price is \$635,000
SALE DATE: November 2, 2011
DATE RECORDED: November 2, 2011
BOOK/PAGE: Rockingham County - 5260/2673
RIGHTS CONVEYED: Fee Simple
CONDITIONS OF SALE: Arm's-length
FINANCING: None recorded
MAP/LOT: 13/A/90
SITE AREA: 7.12 Acres
UNIT PRICE: **\$89,186 per Acre, effective price**
ZONING: Limited Industrial
ROAD FRONTAGE: 808.5' on Roulston Road
SHAPE: Irregular
TOPOGRAPHY/GRADE: Level to rolling
UTILITIES: Private well & septic
EASEMENTS: None noted or disclosed
CONFIRMATION: PA-34, inspection and public records, by L. Davies
COMMENTS: The property is improved with a single family residence with an estimated demolition cost of \$10,000. The property was purchased for the 2012 construction of 21,000 square foot office building for the corporate headquarters for Medicus Health Care. A second building is now under construction on the site. The northern property line abuts the State of NH rail trail system.



Sales Location Map



Commercial Land Sales Analysis

Commercial sites are typically marketed and sold on a price per acre basis. As a result, the abutting properties and the comparable sales are analyzed on a price per acre basis. Each of the sales are compared to the combined abutting sites and adjusted for the following factors: property rights, financing terms, buyer/seller motivation, expenditures immediately after the sale, changes in market conditions, access, site area, location, and wetlands.

The analysis includes percent adjustments, reflecting the market reaction to those items of significant variation between the abutting site and comparable properties. If a significant item at the comparable property is superior to, or more favorable than, the abutting site, a negative (-) adjustment is made thus, reducing the indicated value for the abutting site; if a significant item in the comparable property is inferior to, or less favorable than the abutting site, a positive (+) adjustment is made therefore, increasing the indicated value for the abutting site.

Property Rights Conveyed

Since the fee simple interest of the abutting site is being valued and all of the comparable transactions involved fee simple interest, no adjustments were made to any of the sales.

Financing

This factor takes into consideration unusual financing terms of a sale that would influence the transaction price, such as the interest rate, down payment, or the term of the note and/or amortization period. All of the comparable sales had terms of cash to the seller or conventional financing or were not yet closed transactions. Therefore, adjustments for financing were not necessary.

Motivation

Comparable Land Sale 3 is under contract with the buyer of Sale 1 for the assemblage of Sales 1, 3 and the subject area for development of a funeral home. Although the buyer needs both the subject area and Sale 3 to move forward with development of the site, there are additional significant impediments to the development of these sites and neither pending transaction appeared to have been influenced by unusual buyer motivation. No adjustment for atypical buyer/seller motivation has been made.

Expenditures Immediately After Sale

Comparable Land Sale 2 was improved with a single-family home that was demolished to make way for the planned development of the gas station/convenience store. The cost to remove the building was estimated to be about \$10,000. Similar demolition of a home was required for Sale 4 which has also been adjusted up by \$10,000 for expenditures immediately after the sale.

Date of Sale

The sales presented occurred between January 2010 and the present. There is not sufficient commercial land sales activity locally to establish a broad trend, but analysis of the recent sales activity and sites for sale in the vicinity of the subject indicates that there is no clear trend of appreciation for commercial land that is attributable to changes in market conditions

over the time period. The sales have not been adjusted for changes in market conditions. All further adjustments to this sale will be based on the adjusted price.

Access

The abutting properties together will have frontage on both Route 111 and Lamson Road, allowing for easy traffic flow through the site and good visibility across a drainage basin from the signalized intersection at the corner. This is superior access to Sale 1, the abutting property with access to Route 111 only and almost half the road frontage. Sale 1 has been adjusted up by 20% for this inferior feature. Sales 2 and 3 have similar frontage and access to Sale 1 and are also adjusted up by 20%. Sale 4 has much more extensive road frontage but access and visibility from only one road. These factors are roughly offsetting and Sale 4 has not been adjusted for access.

Site Area

The abutting property and Sales 1 and 2 are roughly similar in terms of site size. Sale 4 is significantly larger at 7.12 acres. Sale 3 is significantly smaller at 0.45 acre. Larger sites tend to sell at lower per unit prices and smaller sites tend to sell at significantly higher per unit prices. Sale 3 is adjusted down by 20% and Sale 4 is adjusted up by 10% for the differences in site size.

Location

Location is a very important factor affecting commercial property values. The abutting properties have a location influenced by strong traffic counts, exposure at a signalized intersection and proximity to Exit 3 on Interstate 93. These locational attributes have spurred some recent surrounding commercial development. The comparable sales were selected for their similar locational characteristics, i.e., their location in or close to the subject neighborhood. Sales 1 and 3 are the pending sales of the abutting properties. Sale 1 does not require an adjustment for differences in location as the locations are the same.

Sale 2 is the least similar location, on Route 111 on the other side of Interstate 93, where traffic counts are higher. A negative twenty percent of this difference is allocated to adjust for Sale 2's superior location.

Sales 3 and 4 are located in the subject neighborhood, just around the corner from the subject but less visible as they are not on Route 111. Sale 3 is also one of the abutting properties but is on Lamson Road. Sale 4 is located just down the street on Roulston Road. Both Sales were adjusted up by 20% for their inferior locations.

Estimated % Wetlands

The abutting property/Sale 1 is a mostly level site with very significant development constraints in the form of extensive wetlands. Given the buffer requirements in Windham's land use ordinances, the site is likely not buildable unless variances are obtained and the proposed assemblage is accomplished. Sale 1 reflects the abutting property without the additional uplands that assemblage with Sale 3 will add. The difference is only 6% of the total area but is significant in making the proposed development feasible. A 5% upward adjustment is applied for Sale 1's inferior uplands.

Sales 2, 3 and 4 are superior sites due to having sufficient uplands to permit development. (Site specific wetlands information was not found for Sale 4 so published sources were relied upon) Each of these sales has been paired with Sale 1 after adjustments to derive the total difference on a per acre basis. After the above described adjustments have been taken into consideration, and tempered by the appraiser's judgment, the remaining difference is attributed to the estimated percent of wetlands to total site area. The results are negative adjustments of 40% to Sale 2 and 60% to Sales 3 and 4 for their superior uplands.

The sales comparison grid on the next page illustrates the comparable sales and outlines the application of the adjustments

Sales Comparison Grid - As Is									
Item	Abutting Properties	Comparable Sale 1		Comparable Sale 2		Comparable Sale 3		Comparable Sale 4	
Location	38 Range Road & west side Lamson Road Windham	38 Range Road Route 111 Windham		32 Indian Rock Road Route 111 Windham		West side Lamson Road Windham		22 Roulston Road Windham	
Sale Price	Estimate		\$180,000		\$620,000		\$45,000		\$625,000
Price Per Acre			\$43,881		\$187,311		\$100,000		\$87,781
Data Source		Buyer/Plan/Engineer/Public Records		Public Records/Appraiser/Buyer		Seller/Plan/Public Records		Public Records/PA-34	
Date of Sale		Description	Adjustment	Description	Adjustment	Description	Adjustment	Description	Adjustment
& Market Conditions Adj.		Under contract		1/6/2010		Under Contract		11/2/2011	
Motivation		Arm's-length		Arm's-length		Assemblage		Arm's-length	
Expenditures Immediately After Sale				Demolition	+ \$ 10,000			Demolition	+ \$ 10,000
Adjusted Price			\$180,000		\$630,000		\$45,000		\$635,000
Adjusted Price per Acre			\$43,881		\$190,332		\$100,000		\$89,185
Access	269±' on 2 Streets	147.01	+20%	145.82'	+20%	122'	+20%	808.50	+10%
Total Site Area (Acres)	4.552	4.102		3.31		0.45	-20%	7.12	+10%
Location	Average	Same		Superior	-20%	Sl. Inferior	+20%	Sl. Inferior	+20%
Zoning	Limited Industrial	Limited Industrial		Village Center		Limited Industrial		Limited Industrial	
Estimated % Wetlands	57%	63%	+5%	38±%	-40%	0%	-60%	0%	-60%
Utilities	Private well and septic needed	Private well and septic needed		Private Well & Septic		Private well and septic needed		Private Well & Septic	
Net Adj. (Total)			+25%		-40%		-40%		-30%
Indicated Value per Acre			\$54,851		\$114,199		\$60,000		\$62,430
		Low \$54,851		High \$114,199		Mean \$72,870			

Reconciliation – “As Is”

In this analysis, the indicated values range from \$54,851 to \$114,199 per acre with a mean of \$72,870. All of the sales used in the analysis are considered to be reliable indicators of value for the abutting sites. Sale 1 is the pending sale of the abutting site and warrants the most weight in this analysis. Sale 3 is also a pending sale of an abutting site. Sale 3 is also given some weight. Sale 2 is the least similar location and is given the least weight. Based on the preceding research and analysis, it is concluded that the abutting sites warrants a value opinion via the sales comparison approach of **\$58,000 per acre**, as follows:

$$\begin{aligned} \$58,000 \text{ per acre} \times 4.552\pm \text{ acres} &= \$264,016 \\ \text{Rounded} &= \mathbf{\$265,000} \end{aligned}$$

“As If Assembled” Valuation

In the hypothetical “As If Assembled” scenario, the abutting site consists of 4.73± acres of land proposed for the development of a funeral home. It should be noted that the “As Assembled” site would still require considerable relief from Town ordinances regarding setbacks from wetlands. The site’s Highest and Best Use remains the same as in the “As Is” scenario except there is an increased likelihood for a drive accessing Route 111.

The same comparable sales are used in the “As Assembled” analysis as in the “As Is” analysis. The differences are that the abutting sites are slightly larger in the “As Assembled” analysis and the percent of total site area comprised of wetlands is slightly lower. This results in a +10% adjustment for estimated % wetlands to Sale 1, rather than the +5% adjustment used in the “As Is” analysis.

Sales Comparison Grid - As Assembled									
Item	Abutting Properties	Comparable Sale 1		Comparable Sale 2		Comparable Sale 3		Comparable Sale 4	
Location	38 Range Road & west side Lamson Road Windham	38 Range Road Route 111 Windham		32 Indian Rock Road Route 111 Windham		West side Lamson Road Windham		22 Roulston Road Windham	
Sale Price	Estimate		\$180,000		\$620,000		\$45,000		\$625,000
Price Per Acre			\$43,881		\$187,311		\$100,000		\$87,781
Data Source		Buyer/Plan/Engineer/Public Records		Public Records/Appraiser/Buyer		Seller/Plan/Public Records		Public Records/PA-34	
Date of Sale		Description	Adjustment	Description	Adjustment	Description	Adjustment	Description	Adjustment
& Market Conditions Adj.		Under contract		1/6/2010		Under Contract		11/2/2011	
Motivation		Arm's-length		Arm's-length		Assemblage		Arm's-length	
Expenditures Immediately After Sale				Demolition	+ \$ 10,000			Demolition	+ \$ 10,000
Adjusted Price			\$180,000		\$630,000		\$45,000		\$635,000
Adjusted Price per Acre			\$43,881		\$190,332		\$100,000		\$89,185
Access	269±' on 2 Streets	147.01	+20%	145.82'	+20%	122'	+20%	808.50	
Total Site Area (Acres)	4.73	4.102		3.31		0.45	-20%	7.12	+10%
Location	Average	Same		Superior	-20%	Sl. Inferior	+20%	Sl. Inferior	+20%
Zoning	Limited Industrial	Limited Industrial		Village Center		Limited Industrial		Limited Industrial	
Estimated % Wetlands	54%	63%	+10%	38±%	-40%	0%	-60%	0%	-60%
Utilities	Private well and septic needed	Private well and septic needed		Private Well & Septic		Private well and septic needed		Private Well & Septic	
Net Adj. (Total)			+30%		-40%		-40%		-30%
Indicated Value per Acre			\$57,045		\$114,199		\$60,000		\$62,430
		Low		High		Mean			
		\$57,045		\$114,199		\$73,419			

Reconciliation – “As If Assembled”

Based on the foregoing, the unit value conclusion for the “As If Assembled” scenario is \$60,000 per acre with the most weight placed on Sale 1 for the reasons discussed previously. Therefore, the indicated site value of the fee simple interest in the “As If Assembled” scenario is calculated as follows:

$$\$60,000 \text{ per acre} \times 4.73\pm \text{ acres} = \$283,800$$

$$\text{Rounded} = \mathbf{\$285,000}$$

Contributory Value

Based on an analysis of the best available comparable sales, the estimated contributory value of the fee simple interest as of August 15, 2014 of the State owned area is:

“As If Assembled” Valuation	\$285,000
“As Is” Valuation	<u>-\$265,000</u>

Contributory Value before Permanent Access Easement.....\$20,000

This value estimate reflects the same utility that the rest of the site offers. However, the utility of the additional area is limited by the permanent access easement over the entire area that will be reserved by the State for maintenance of the adjacent drainage basin. The impacts of the easements are estimated to represent about 50% of the fee value of the area due to the surface restrictions imposed. The estimated impact of the proposed easements is calculated as follows:

$$\$20,000 \times 50\% = \$10,000$$

In addition, the contributory value calculated above reflects the value added by the property owner through what is in effect an assemblage. There are transaction costs as well the time and effort to accomplish the assemblage that should result in an appropriate profit to property owner. These factors are estimated to warrant a \$5,000 reduction in the subject property’s contributory value estimate, calculated below.

Estimated Contributory Value	\$20,000
Less: Estimated Easement Impacts	\$10,000
Estimated Transaction Costs and Profit	<u>\$2,500</u>
Final Contributory Value Estimate	\$7,500

Appraisal Certification

I certify that to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have not appraised nor performed any valuation service for the subject property in the past three years.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the requirements of the *Uniform Appraisal Standards for Federal Land Acquisitions*, the *Uniform Standards of Professional Appraisal Practice*, *New Hampshire Department of Transportation Right-of-way Manual*, *Code of Professional Ethics* and the *Standards of Professional Practice of the Appraisal Institute* and *American Society of Appraisers*.
- I have made a personal on-site inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to me.



Laura J. Davies, NHCG #529
Appraisal Supervisor

January 21, 2015

Date

Legal Description

BK4306PG0488

WARRANTY DEED

047124

THAT Boerc Inc., of PO Box 33, Windham 03087, of Rockingham County, State of New Hampshire, for consideration paid, grant to the State of New Hampshire, whose address is PO Box 483, 7 Hazen Drive, Concord, New Hampshire 03302-0483, with WARRANTY covenants,

A certain parcel of land, not homestead, situated on the Northerly side of NH Route 111, as now travelled, in the Town of Windham, County of Rockingham, State of New Hampshire, and being near NH Route 111 Construction Center Line Station 2773+60.00 as shown on a Plan of Windham-Salem NHS-RS-RUR-M-STP-F-T-0381(005), 10075, on file in the records of the New Hampshire Department of Transportation and to be recorded in the Rockingham County Registry of Deeds, bounded and described as follows:

2014 JUN -7 AM 8:48

Beginning at a point in the Northerly side line of NH Route 111, as now travelled, said point also being in the division line between land of the Grantor and land now or formerly of the Roman Catholic Bishop of Manchester, thence Northwesterly with said division line to a point on a course that connects a point seventeen and fifty hundredths (17.50) meters [fifty-seven and forty-one hundredths (57.41) feet] Northerly of and directly opposite NH Route 111 Construction Center Line Station 2772+32.00 and a point seventeen and fifty hundredths (17.50) meters [fifty-seven and forty-one hundredths (57.41) feet] and directly opposite Station 2773+67.92, thence Easterly to the last named point, thence Easterly and parallel to a point directly opposite Station 2773+74.00, thence Northwesterly to a point eighty-six and forty-seven hundredths (86.47) meters [two hundred eighty-three and sixty-nine hundredths (283.69) feet] Westerly of and directly opposite relocated Roulston Road Construction Center Line Station 51+18.00, thence Northeasterly to a point in the Westerly side line of Lamson Road, as now travelled, thence Southerly with said side line to a point in the Northerly side line of NH Route 111, as now travelled, thence Westerly with said side line to the point of beginning.

ROCKINGHAM COUNTY
REGISTRY OF DEEDS

And also granting with the above-described land all rights of access, light, air and view over, from and to the same from the remainder of abutting lands to the new highway, excepting and reserving one (1) point of access along the described line beginning at a point in the Northerly side line of NH Route 111, as now travelled, said point also being in the division line between land of the Grantor and land now or formerly of the Roman Catholic Bishop of Manchester, thence Westerly with said division line to a point on a course that connects a point seventeen and fifty hundredths (17.50) meters [fifty-seven and forty-one hundredths (57.41) feet] Northerly of and directly opposite NH Route 111 Construction Center Line Station 2772+32.00 and a point seventeen and fifty hundredths (17.50) feet [fifty-seven and forty-one hundredths (57.41) feet] and directly opposite Station 2773+67.92, thence Easterly to the last named point, thence Easterly and parallel to a point directly opposite Station 2773+74.00, thence Northwesterly to a point eighty-six and forty-seven hundredths (86.47) meters [two hundred eighty-three and sixty-nine hundredths (283.69) feet] Westerly of and directly opposite relocated Roulston Road Construction Center Line Station 51+18.00, thence Northeasterly to a point in the Westerly side line of Lamson Road, as now travelled, said point being on a course that connects a point fifty-six (56.00) meters [one hundred eighty-three and seventy-three hundredths (183.73) feet] and directly opposite Station 51+40.00.

Containing three hundred eighty-five thousandths of an acre, more or less, and being a portion of that real estate recorded December 28, 1972, at the Rockingham County Registry of Deeds in Book 2195, Page 572.

And also granting the permanent right and easement to construct, reconstruct, maintain, repair and operate ditches, culverts, pipes, catch basins or other facilities for drainage purposes over, under or through certain land abutting or near NH Route 111 in the area shown on the above-referenced plan.

F:\WINDHAM\0075\apps\WARRANTY\2014\Boerc\528.DOC

BK4306PG0489

And also granting the temporary right and easement for the purpose of constructing slopes on other land as shown on the above-referenced plan. Ground so disturbed shall be restored as near as possible to its original condition. This easement shall expire on March 17, 2008.

It is hereby made a part of the before mentioned consideration and a condition to this instrument that the property taxes are to be pro-rated as of the date of execution of this instrument.

Executed this 3 day of June, 2004.

BOERC, INC.

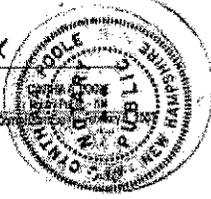
Robert Devaney
Robert Devaney

STATE OF NEW HAMPSHIRE, Rockingham

SS June 3 A. D., 2004.

Personally appeared before me the above named Robert Devaney, and acknowledged the foregoing instrument to be his voluntary act and deed.

Cynthia P. ...
Notary Public/Justice of the Peace
My commission expires: _____



Appraiser Qualifications
LAURA J. DAVIES
Certified General Appraiser No. NHCG-529

Background Summary

Over 29 years experience in commercial/industrial real estate and 27 years experience in the appraisal industry, valuing all property types and interests ranging from unimproved land, subdivisions, commercial, residential, industrial, conservation easements, eminent domain and special-purpose properties for a wide variety of clients including federal, state and municipal governments, universities, lending institutions, major corporations, law firms, developers, investors and non-profit organizations.

I have completed in depth market studies for residential and office projects and impact studies on telecommunication towers, quarries and environmental issues. My appraisals have been widely used for estate planning, charitable contributions, financing, litigation, corporate planning, eminent domain proceedings, etc.

Education

University of Massachusetts, Amherst, MA - B.S. School of Management/Finance
University of Copenhagen, Copenhagen, Denmark - International Business Program
The Appraisal Institute

Course 1A-1:	Real Estate Appraisal Principles
Course 1A-2:	Basic Valuation Procedures
Course 1B-A:	Capitalization Theory & Techniques, Part A
Course 1B-B:	Capitalization Theory & Techniques, Part B
Course SPP:	Standards of Professional Practice, Parts A & B
	Appraising Environmentally Contaminated Properties
	Condemnation Appraising: Basic Principles & Applications
	Valuation of Conservation Easements
	Appraisal Curriculum Overview
	Online Analyzing Operating Expenses
	Online Small Hotel/Motel Valuation
	Online Internet Search Strategies for Real Estate Appraisers
	Online Detrimental Conditions in Real Estate

National Association of Realtors

Course 101:	Real Estate Investment and Taxation
Course 102:	Real Estate Development
Course 103:	Federal Taxation and Real Estate Planning

Massachusetts Board of Real Estate Appraisers – Standards of Professional Practice
– Attacking & Defending an Appraisal in Litigation

International Right of Way Association – Course 431, Problems in the Valuation of Partial Acquisitions

JMB Real Estate Academy – Advanced Income Property Appraisal

The Beckman Company - The Technical Inspection of Real Estate

LeMay School of Real Estate – Federal Land Acquisition Appraising
Beyond Paired Sales
Estimating Property Damage

Appraisal University – Practical Application of the Cost Approach

New Hampshire Department of Transportation – Right-of-Way Plan Reading

Bureau of Education & Training, State of NH – Certified Public Supervisor Program

Certified Public Manager Program – On-going

Qualified Expert Witness

New Hampshire Superior Court
New Hampshire Board of Land and Tax Appeals
United States Bankruptcy Court, Boston, MA and Portland, ME

Professional Experience

2012 to Present	Appraisal Supervisor, New Hampshire Department of Transportation, Bureau of Right of Way, Concord, NH
2011 to 2012:	Commercial Appraiser, Shuka Associates Inc., Beverly, MA
2011 to 2012:	Due Diligence Consultant, Boston Capital, Boston, MA
2010 - 2011:	Real Estate Analyst, Bayview Loan Servicing, Coral Gables, FL
1988 - 2010:	Commercial Appraiser, Crafts Appraisal Associates, Ltd., Bedford, NH
1987 - 1988:	Appraiser, Cassell Appraisal Services, Hampton, NH
1985 - 1987:	Commercial Real Estate Salesperson Finlay Commercial Real Estate, Lowell & Newburyport, MA

Professional Affiliations

Certified General Real Estate Appraiser – New Hampshire
Licensed Real Estate Salesperson – Massachusetts 1985-1986

**STATE OF NEW HAMPSHIRE
INTER-DEPARTMENT COMMUNICATION**

LRCP 15-006

FROM:  Charles R. Schmidt, PE
Administrator

DATE: February 25, 2015

AT: Dept. of Transportation
Bureau of Right-of-Way

SUBJECT: Sale of State Owned Land in Farmington
RSA 4:39-c

TO: Chair
Long Range Capital Planning and Utilization Committee

REQUESTED ACTION

The Department of Transportation, pursuant to RSA 4:39-c, requests authorization to sell a 0.36 +/- of an acre State owned parcel located on the southeasterly side of NH Route 11 in the Town of Farmington directly to A. J. Cameron's Sod Farms, Inc. for \$13,100.00 which includes a \$1,100.00 Administrative Fee, subject to the conditions as specified in this request.

EXPLANATION

The Department of Transportation has received a request from an abutter, A. J. Cameron's Sod Farms, Inc., for the opportunity to acquire a parcel of State owned land consisting of 0.36 +/- of an acre located on the southeasterly side of NH Route 11, in the Town of Farmington, NH.

This parcel is the remnant of a larger parcel acquired by the Department in 1952 for the construction of NH Route 11 through this area.

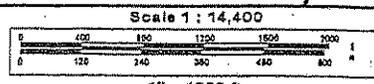
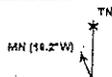
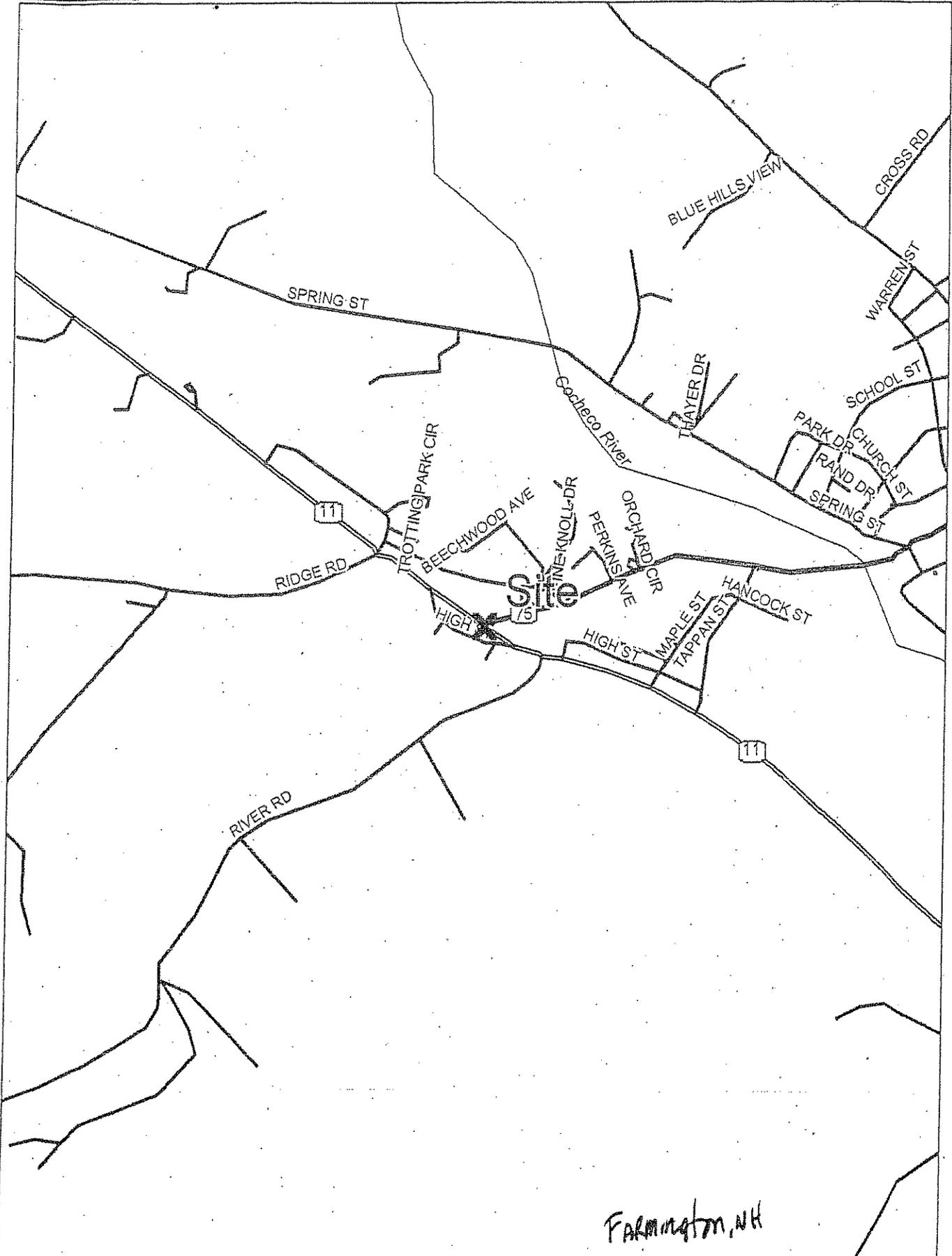
This request has been reviewed by this Department and it has been determined that this parcel is surplus to our operational needs and interest.

A staff appraiser from this Department completed an opinion of value for the subject property for the purpose of establishing a contributory market value for this 0.36 +/- of an acre parcel. The appraiser used three (3) sales in the Town of Farmington and surrounding towns. Based upon the analysis and adjustments of those sales, it was felt that a reasonable contributory value for the subject as of October 8, 2014, to be \$12,000.00.

The highest and best use of the subject is to the abutter. The Department proposes to offer the sale of this parcel to A. J. Cameron's Sod Farms, Inc. for \$13,100.00, which includes an Administrative Fee of \$1,100.00.

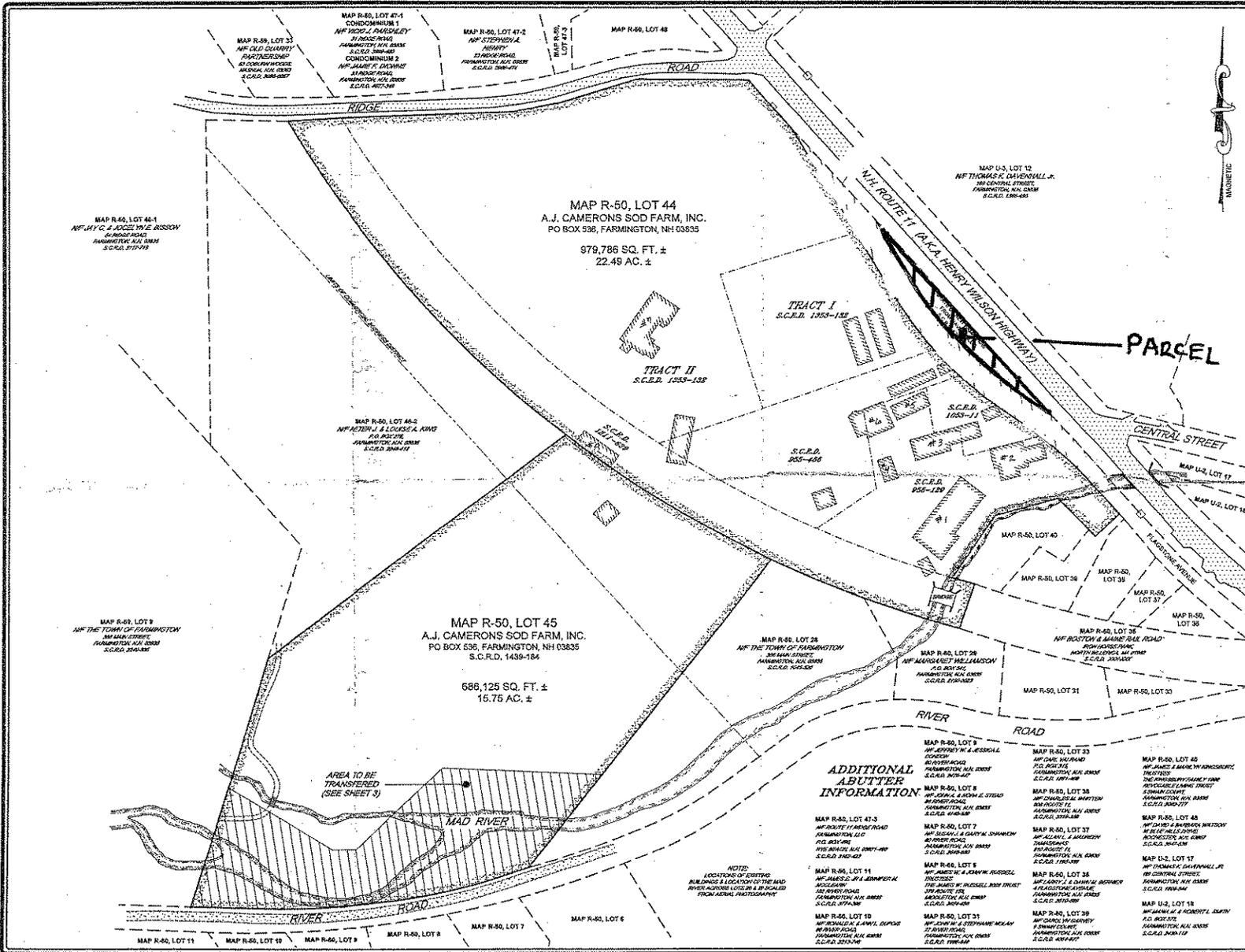
Authorization is requested to sell the subject parcel as outlined above.

CRS/PJM/dd
Attachments



Scale 1 : 14,400

FARMINGTON, NH



NOTES

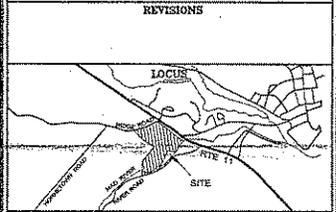
- ZONING: COMMERCIAL BUSINESS DISTRICT, AGRICULTURAL RESIDENTIAL DISTRICT, 100' CONTROLLED DEVELOPMENT ZONE
- TAX MAP: MAP R-50, LOTS 44 & 45
- OWNER OF RECORD: A.J. CAMERONS SOD FARM, INC. PO BOX 536, FARMINGTON, NH 03835

THE TOWN OF FARMINGTON
120 MAIN STREET, FARMINGTON, NH 03835

- TYPE OF SURVEY: THIS IS A 1" EQUAL SURVEY COMPLETED BY A LICENSED SURVEYOR HAVING A RELATIVE ERROR OF CLOSURE OF 1 IN 10,000 WITH A LEICA TOTAL STATION AND A HANDHELD DATA COLLECTOR
- FIELD NOTES: A COPY OF THE FIELD NOTES IS ON FILE AT THE SURVEYOR'S OFFICE
- REMARKS: A PORTION OF THESE PROPERTIES IS LOCATED IN ZONE 1, AND ZONE 10 FOR FIRM FIRM CHANNEL DOTTED AND DASHED
- RURAL GROUNDS: NONE OBSERVED

REFERENCES

- PLANS OF PROPOSED FEDERAL AID PRIMARY PROJECT NO. FH100 F402, N.H. PROJECT NO. 1002, NEWTON WILSON MOVEMENT, SHEETS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100
- PLAN OF GAMBRIEL, BIGELOW ROAD, FARMINGTON, NH
- BY WILLIAMS, WALLACE, CIVIL ENGINEER, DATED NOVEMBER 5, 1944, NOT RECORDED
- BOUNDARY EASE, TAX MAP NO. 102, LOT 24 & 25, MAP NO. 102, LOT 18, BROAD ROAD, FARMINGTON, NH
- BOUNDARY EASE, TAX MAP NO. 102, LOT 24 & 25, MAP NO. 102, LOT 18, BROAD ROAD, FARMINGTON, NH
- BY GEOMETRES BLUE HILLS, LLC, DATED APRIL 23, 2010
- RECORDED AT THE S.C.R.D. AS PLAN 104-01
- REVISION PLAN, MAP NO. 102, ESTATE, PREPARED FOR NORTHERN LAND TRADERS IN FARMINGTON, NH, BY BIRD & BIRD, INC., CIVIL ENGINEERS
- DATED NOVEMBER 5, 1977, RECORDED AT THE S.C.R.D. AS PLAN 104-07
- PLAN OF LAND, FARMINGTON, NH, FOR CAMERONS SOD FARM, INC.
- BY HORNBY PLANS SURVEY ASSOCIATES, INC., DATED JULY, 1982
- REVISION OF LAND, FARMINGTON, NH, FOR CAMERONS SOD FARM, INC.
- BY HORNBY PLANS SURVEY ASSOCIATES, INC., DATED DECEMBER, 1983
- RECORDED AT THE S.C.R.D. AS PLAN 104-10

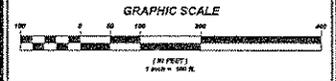


LAND TRANSFER PLAN
ROUTES 11 & 107
FARMINGTON, STRAFFORD COUNTY
NEW HAMPSHIRE

A.J. CAMERONS SOD FARM, INC. & THE TOWN OF FARMINGTON

APPROVED
FARMINGTON, NH PLANNING BOARD

THIS SURVEY WAS REQUESTED BY ME OR THOSE UNDER MY DIRECT SUPERVISION.
DATE: _____
CHAIRPERSON: _____



OCTOBER 1, 2013 SHEET 1 OF 3 PLAN # 1220

Geometres Blue Hills, LLC

Land Surveying PO Box 277
Land Use Consulting Hometown Road
Septic System Design Farmington, NH 03835
Environmental Consulting (603)859-2367



PO Box 536
16 Flagstone Avenue/Route 11
Farmington, NH 03835
Phone (603) 755-2124
Fax (603) 755-2518

www.cameronsnh.com

Commercial

- Sod
- Landscape Installations
- Hydroseeding
- Erosion Control
- Wetland Planting
- Hydroseeding Supplies
- Wholesale Lumber
- Wholesale Stakes

Retail

- Sod
- Hydroseeding
- Erosion Control
- Garden Center
- Bark - Loam - Stone
- Hardware
- Lumber
- Masonry
- Building Materials
- Tool & Equipment Rental

DEPT. OF TRANSPORTATION
RIGHT-OF-WAY

FEB 23 2015

RECEIVED

Philip J Miles
Bureau of Right-of-Way
JO Morton Building – Room 100
7 Hazen Drive, PO Box 0483
Concord, NH 03302-0483

February 19, 2015

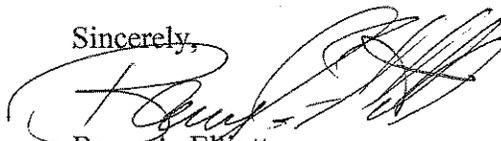
**Re: Sale of State owned property in Farmington.
Farmington – New Durham FAP F-216 (5),
F-45 (2), Parcel 25**

Dear Mr. Miles:

We have received and reviewed your letter and evaluation documents of February 13, 2015.

The amount stated of \$13,100 would be acceptable and we are ready to proceed with the transaction as soon as final approval for the sale is completed.

Sincerely,

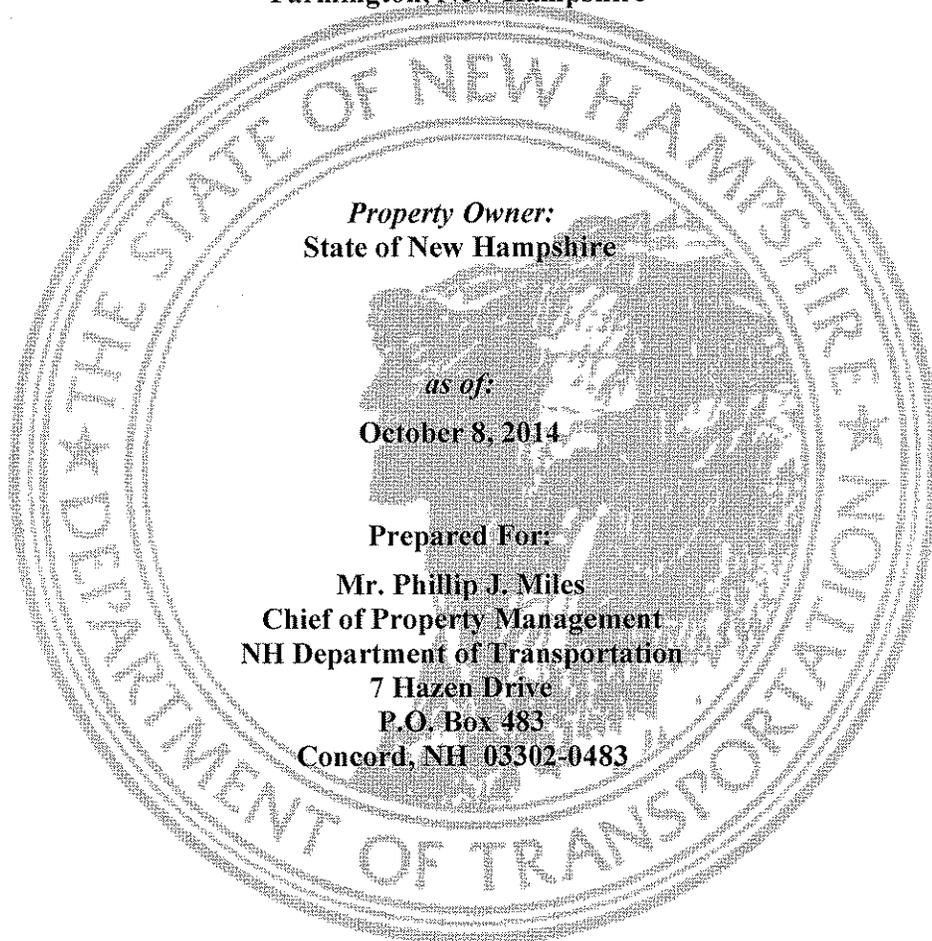


Barry A. Elliott
General Manager

- Appraisal Report-

of

Surplus 15,682 Square Foot (0.36 Acre) Vacant Parcel of Land
Route 11
Farmington, New Hampshire



Property Owner:
State of New Hampshire

as of:
October 8, 2014

Prepared For:
Mr. Phillip J. Miles
Chief of Property Management
NH Department of Transportation
7 Hazen Drive
P.O. Box 483
Concord, NH 03302-0483

Prepared By:
Carol Pittman
Appraiser
NH Department of Transportation
7 Hazen Drive
PO Box 483
Concord, NH 03302-0483

FROM:	Carol A. Pittman ROW Appraiser	DATE:	January 28, 2015
		AT:	DOT Concord Office Bureau of Right-of-Way
SUBJECT:	Surplus Property Value Estimate of a .36 +/- Acre Parcel Located at 16 Flagstone Ave., Farmington, NH Property Owner: State of New Hampshire		
TO:	Phillip J. Miles, Chief of Property Manager		
THROUGH:	Stephen Bernard, Chief Appraiser		
THROUGH:	Charles R. Schmidt, Bureau Administrator		

Appraisal Problem: This memo constitutes an appraisal report on the above referenced subject property. The intended recipients and those requesting this report are officials, employees and agents of the Department of Transportation, Bureau of Right of Way.

The purpose of this appraisal is to estimate the contributory value of the fee simple interest in the surplus property on NH Route 11 that is owned by the State of New Hampshire and located on the Southwesterly ROW line of NH Route 11 (Henry Wilson Highway), and the Northeasterly side line of A. J. Cameron's Sod Farms, Inc. The property consists of 0.36 acres. The subject is valued based on its contribution to the value of the abutting site, a 32.44 acre parcel developed with retail, wholesale and manufacturing buildings and partially located the Commercial Business zoning district and partially located in the Agricultural Residential zoning district, owned by A.J. Cameron's Sod Farms, Inc. The effective date of value is October 8, 2014, the date of my on-site inspection.

Based on an "As Is" and "As Assembled" appraisal of the abutting site as though vacant, the difference between the two market value estimates ("As is" excludes the subject parcel; "As If Assembled" includes the subject parcel) will represent the contributory value of the subject parcel as described herein. The Contributory Value estimate of the fee simple interest of the subject site as of October 8, 2014 is:

Contributory Value of Surplus Parcel: \$ 12,000.00

Photographs of the Subject Property

Taken by Laura Davies and Carol Pittman on October 8 and December 12 2014.

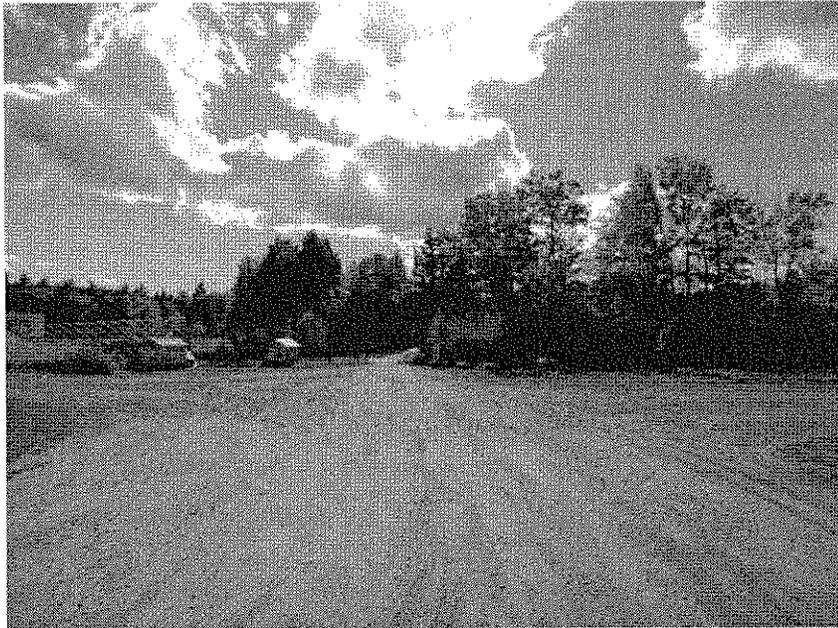
View of Subject from Abutting property's drive along Route 11, looking Northwest towards access road.



View of remainder of the subject property from the access road facing Northwest



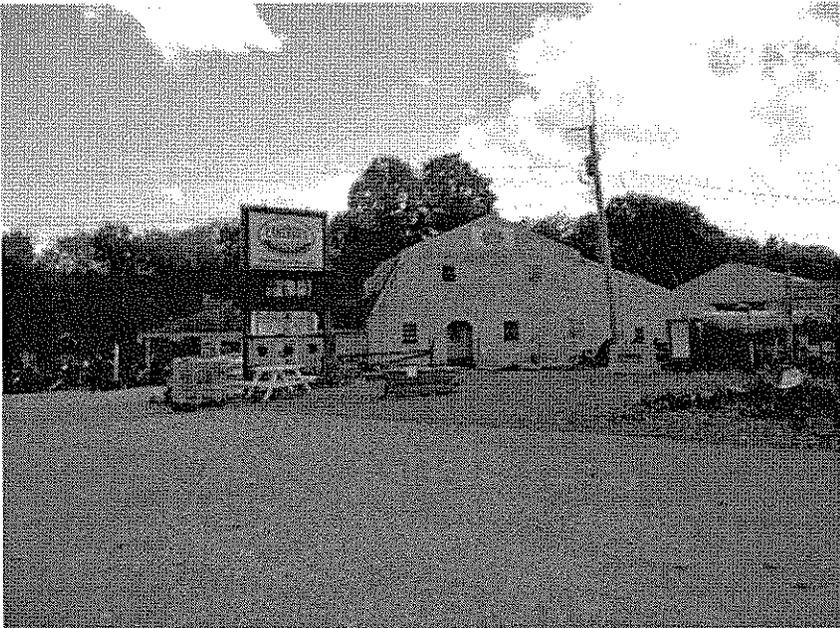
View from entrance of access road looking Southwesterly into the interior of abutting property.



View of subject parcel from opposite side of NH Route 11 looking Northwesterly



View of retail store and office building on abutting property from subject property looking Southerly.

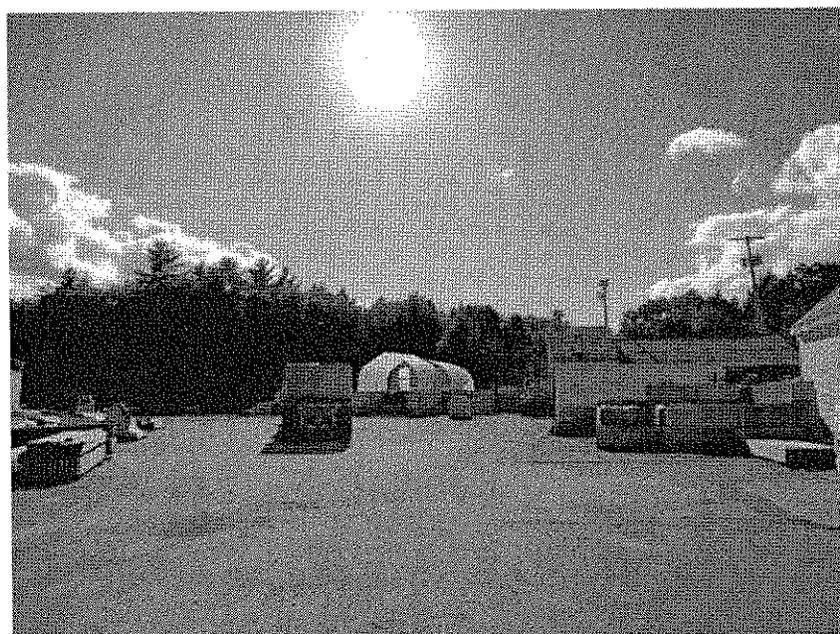
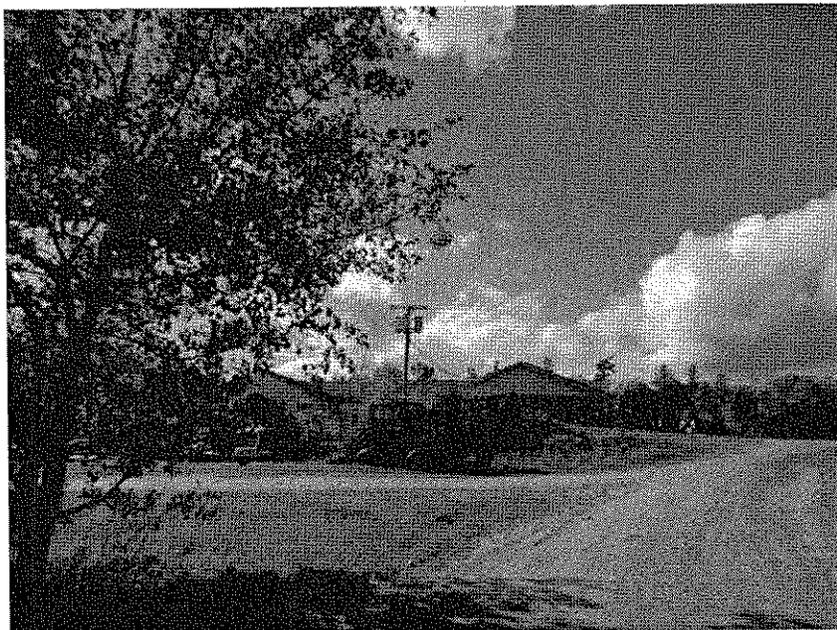


View of abutting property from subject property looking Westerly.

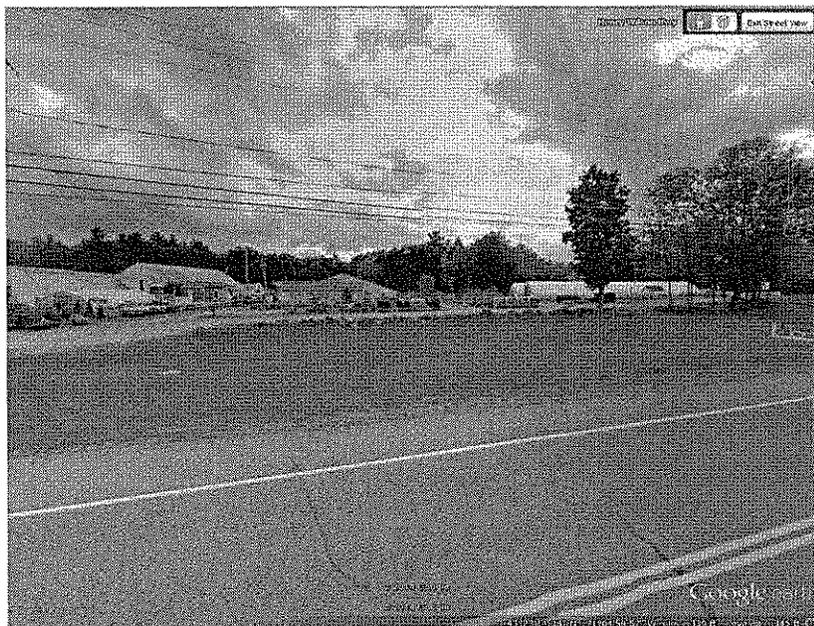


Interior view of abutting property looking Westerly toward the lumber mill

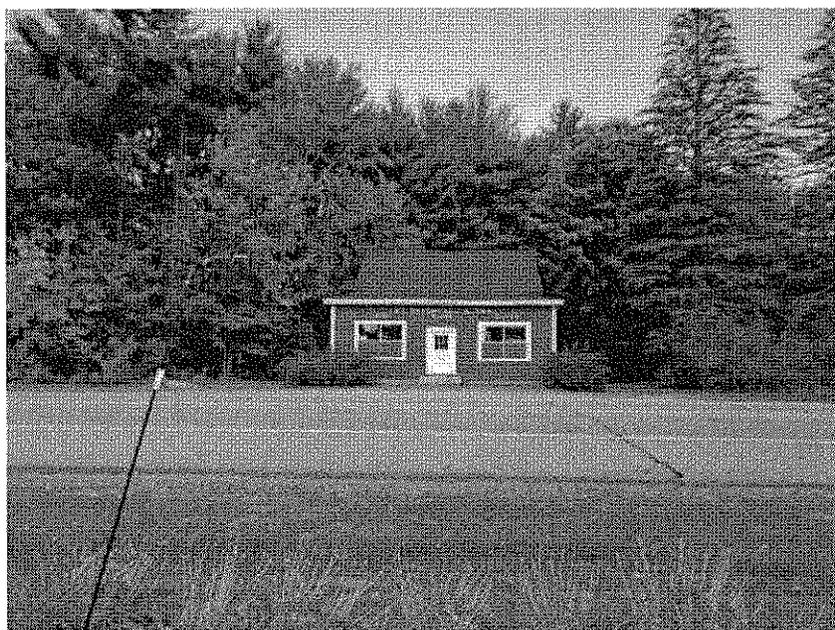
taken on October 8, 2014 by Laura Davies.



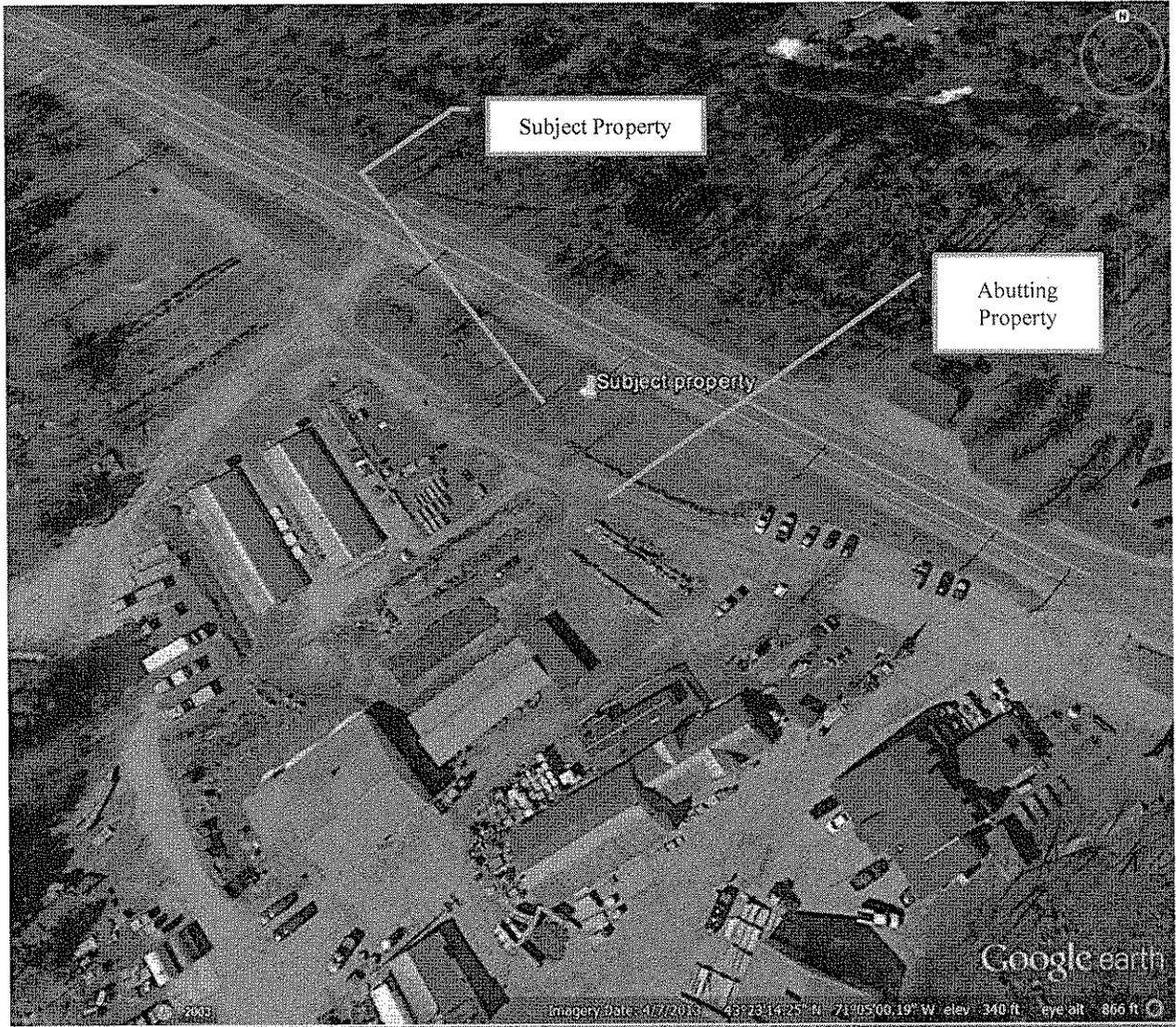
View from NH Route 11 looking Westerly at the subject and abutting properties.



Looking Easterly across Route 11 from the subject property.



Aerial View of Subject Property and Abutting Property.



General Assumptions :

For this report I have assumed:

- All maps, plans, and photographs I used are reliable and correct.
- The legal interpretations and decisions of others are correct and valid.
- The parcel areas given to me have been properly calculated.
- Broker and assessor information are reliable and correct.
- The abstracts of title and other legal information available are accurate.
- Information from all sources is reliable and correct unless otherwise stated.
- There are no hidden or unapparent conditions on the property or in the subsoil, including hazardous waste or ground water contamination, which would render the property more or less valuable.
- This summary appraisal report values only the real estate. It does not value personal property, equipment or machinery.

Extraordinary Assumptions:

This analysis is based on the assumption that the following restriction applies to the subject parcel:

The parcel would be offered solely to the abutter for purchase.

Hypothetical Condition:

This analysis includes an "As If Assembled" valuation based on a hypothetical scenario where the abutting property is assembled with the subject property on the date of value in order to arrive at the contributory value for the subject.

General Limiting Conditions:

This report is bound by the following limiting conditions:

- Sketches and photographs in this report are included to assist the reader in visualizing the property. I have not performed a survey of the subject property or any of the comparable sales, and do not assume responsibility in these matters.

I assume no responsibility for any hidden or unapparent conditions on the property, in the subsoil

(including hazardous waste or ground water contamination), or within any of the structures, or the engineering that may be required to discover or correct them.

- Possession of this report or possession of a copy of this report, does not carry with it the right of publication. Furthermore, it may not be used for any purpose other than by the party to whom it is addressed without the written consent of the State of New Hampshire, and in any event only with the proper written qualification and only in its entirety. Neither all nor any part of the contents of this report or a copy of this report shall be conveyed to the public through advertising, public relations, news, sales, or any other media without written consent and approval of the State of New Hampshire.
- Acceptance and/or use of this report constitutes acceptance of the foregoing underlying conditions and underlying assumptions.

Purpose of Appraisal:

The purpose of this appraisal is to estimate a contributory value of a 15,682 sf surplus parcel of land “as is” as of October 8, 2014, the date of my on-site inspection.

Definition of Contributory Value:

The term “contributory value” is defined as:

The change in the value of a property as a whole, whether positive or negative, resulting from the addition or deletion of a property component.

The Dictionary of Real Estate Appraisal, Fifth Edition, American Institute of Real Estate Appraisers, 2010, page 44.

Property Rights Appraised:

The unencumbered fee simple interest in the property has been appraised. Fee Simple interest is defined in the Dictionary of Real Estate Appraisal, 5th edition, (The Appraisal Institute, 2010), as:

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by governmental powers of taxation, eminent domain, police power, and escheat.

Date of Inspection: October 8, 2014

Effective Date of Value: October 8, 2014

Date of Report: January 28, 2015

Intended Use/User: The intended use of this report is to assist the client, the New Hampshire Department of Transportation (NH DOT) in providing a reasonable and supportable contributory value

estimate reflecting the fee simple interest in the subject parcel as of the effective date of value for a potential sale to the abutting property owner.

The appraisal reports' only intended user is the New Hampshire Department of Transportation.

Property Owner:

State of New Hampshire owns a 15,682 square foot strip of land 50 feet Southwest off the centerline of NH Route 11 near 16 Flagstone Ave. This property was purchased by the State of New Hampshire as part of the Farmington-New Durham Route 11 project F-45 (2). The subject parcel is the remainder of a larger parcel purchased in 1952.

Scope of Work:

My investigations and research included an on-site inspection of the subject and abutting parcel on October 8, 2014, examination of town and county property records including zoning regulations, the availability of public utilities, access, traffic counts, review of the available plans detailing the subject and abutting parcel, conclusion of the subject and abutting parcel's highest and best use based on legal, physical, and neighborhood land use characteristics, compilation of comparable land sales data, verification and analysis of the data, and preparation of this contributory value appraisal report.

Property data was collected and compiled from several sources including the Town of Farmington's Board of Selectman, Assessor's and Planning Departments, Strafford County Registry of Deeds, data retained in NHDOT files, New Hampshire Multiple Listing Services, Real Data, and local real estate professionals. After an investigation of the subject data and the abutting parcels data and the various sources of market information, the method of valuation was selected and this appraisal report prepared.

Special Assumption

This analysis is based on the special assumption that the following has occurred:

The town of Farmington and the abutting property owner, Cameron's Sod, has completed the landswap transferring Flagstone Avenue to Cameron's Sod for other land owned by A.J. Cameron's Sod Farms, Inc.

Special Considerations

The Town of Farmington tax map R-50 shows the subject parcel as having approximately 420.0' feet of frontage on NH Route 11, with no access road bisecting it. The Town of Farmington also shows the subject parcel as containing approximately 0.25 acres. This information conflicts with the Farmington-New Durham Route 11 project F-45 (2), 1952 construction plan, which depicts the parcel as having approximately 550+/- feet of frontage on NH Route 11 and an access road through the center of the subject parcel from North to South connecting NH Route 11 with the property behind the subject parcel. Based on my on-site inspection, the access road location is approximately 420+/- feet from the subject's southerly property boundary on NH Route 11. It appears that the Town of Farmington has assumed that the access road was the Northwesterly end of the property boundary for the subject parcel.

I am basing the following property identification of the subject parcel on the Farmington-New Durham Route 11 project F-45 (2) construction plan.

Property Identification:

The subject property is located on tax map R-50 in the Town Assessor's office, yet there is no lot number to identify the subject on the tax map. The subject property consists of an oblong shaped parcel of land totaling 15,682 sf or 0.36 acres. The subject property abuts the town owned, discontinued Flagstone Avenue. Flagstone Avenue will be acquired by the abutter, A.J. Cameron's Sod Farm, Inc., in a land swap with the town. In March of 2013 at the town's annual meeting the town voted to approve a land swap with A.J. Cameron's Sod Farm. This swap involved transferring the ownership of Flagstone Avenue in exchange for a portion of land owned by A.J. Cameron's Sod Farm that abuts Farmington Conservation land, Tax Map 50, Lot 45.

Listing, Transfer, and Ownership History

The State of New Hampshire currently owns the subject parcel. The State of New Hampshire acquired the property in fee simple from William and Catherine Davenhall for the Farmington-New Durham Route 11 project F- 45 (2). The property contains 0.36 acres and was recorded on November 18, 1952 at the Strafford County Registry of Deeds in Book 610, Page 248.

The property is not currently offered for sale, has not been listed for sale in the last 12 months and is not under contract or option. The abutting property owner has written to the State of New Hampshire Department of Transportation, Bureau of Right of Way, expressing an interest in purchasing the subject property. The abutting property owner is shown on the Town of Farmington records as A.J. Cameron's Sod Farms, Inc., Tax Map 50, lots 41, 41-A and 44.

Present Use Subject Property

The subject property is undeveloped with the exception of a gravel road bisecting the parcel to allow access to the abutting parcel.

Present Use Abutting Property

The abutting property is currently used as a hardware store/garden center, wholesale nursery and landscape material supplies, sawmill and small scale manufacturing business.

Real Estate Tax Data

The subject parcel is depicted on tax map R-50 in the Town of Farmington tax assessor's office. However, as previously stated, the subject parcel does not have a corresponding lot number, and consequently is not recognized as a lot of record by the Town.

Property Description - Subject

The subject parcel is located on the Southwesterly side of NH Route 11. The subject parcel has approximately 550.0+/- feet of frontage along the Southwesterly right-of-way (ROW) line of New Hampshire Route 11 (Henry Wilson Highway). The subject property is bisected by a 15.0 foot wide

road access that was constructed in conjunction with the Farmington-New Durham Route 11 project F-45 (2) to allow the property owners whom originally had access to Flagstone Avenue prior to the road construction project, the ability to access NH Route 11 upon completion of the project.

The Southeasterly boundary of the subject property begins at a point on the NH Route 11 (Henry Wilson Highway) ROW line. Heading in a Northwesterly direction along NH Route 11, the parcel widens to a depth of approximately 48 +/- feet as it follows the contours of the abutting property. The property narrows to a point on the Southwesterly ROW line of NH Route 11. The property is undeveloped except for a gravel access road located on the northern portion of the property connecting NH Route 11 to the abutting property.

The terrain of the subject parcel can be described as being gently sloping as it is below grade with NH Route 11 and practically at grade with the abutting property. The slope of the parcel is such that it creates a slight "bowl" between the abutting property and NH Route 11 as the topography slopes away from NH Route 11 and rises to meet the grade of the abutting property. Ground cover on the subject parcel is almost exclusively grassed lawn, with the exception of a few trees and a partial stonewall.

According to the Strafford County Soils Survey Report, soils indigenous to the subject parcel are predominantly soils that are classified as being Hinckley loamy sand (HaA) with 0-3% slopes. This soil type is characterized as being nearly level to gently sloping land that is excessively drained with no regular flooding or ponding. According to the National Flood Insurance Program map number 33017C0114D dated May 17, 2005 the subject parcel is located within zone "X", an area described as being outside the flood zone.

The subject site area is too small to support any significant building development on its own but has good frontage and visibility on NH Route 11, a commercial corridor with access to Rochester's commercial district. As such, it could potentially add utility and value to the abutting parcel.

The subject parcel is being sought for acquisition by the abutting property owner. The abutting lots are owned by A.J. Cameron's Sod Farm, Inc. and identified as Tax Map 50 Lots 41, 41A and 44.

Property Description-Abutting Property

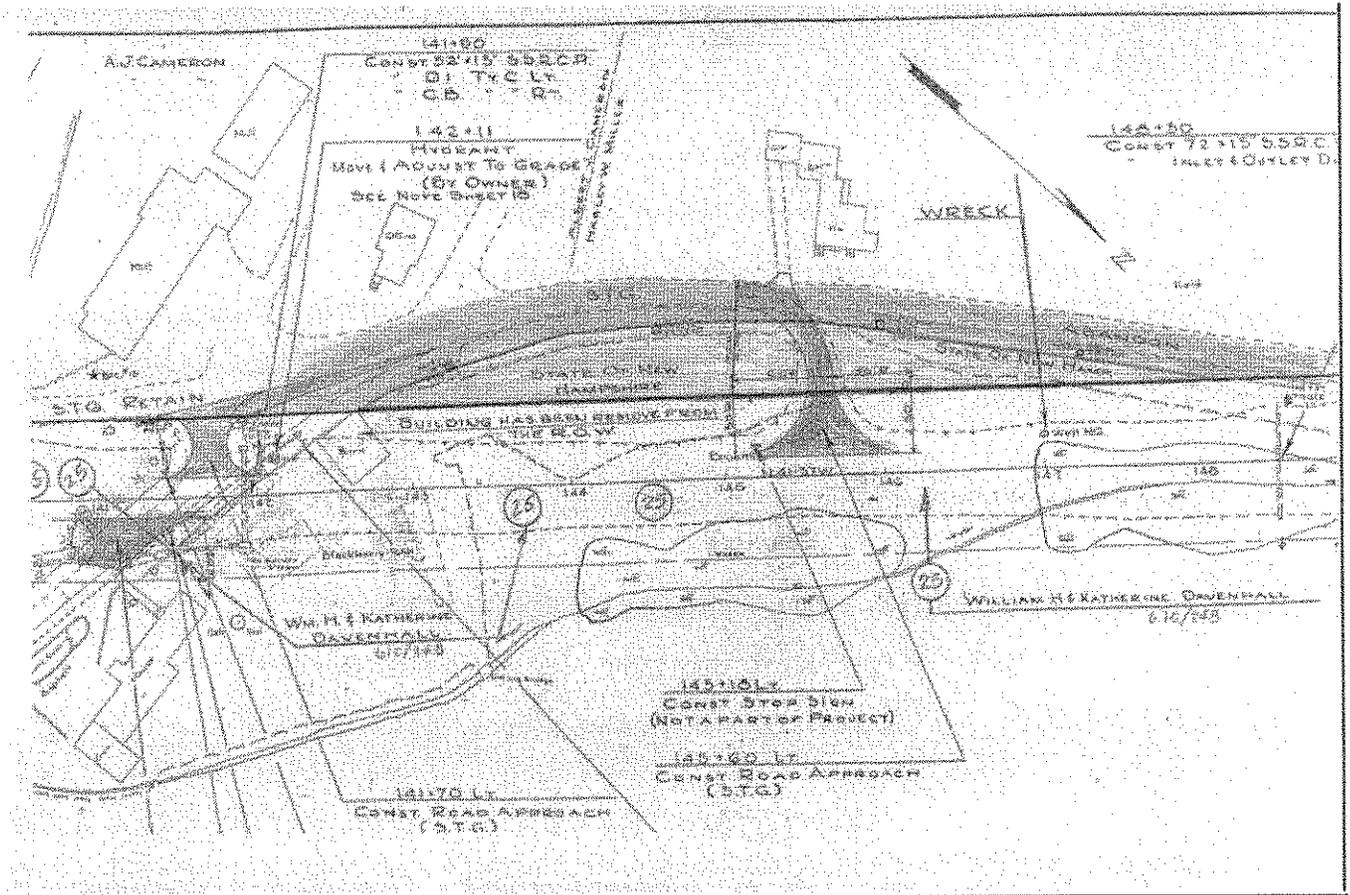
The abutting property abuts the subject property along the subject's rear property line. The abutting property consists of 5 contiguous parcels of land totaling approximately 32.44 acres according to assessment records and recorded deeds. They are identified as Tax Map R- 50, Lots 41, 41A, 44, 45 and Flagstone Avenue. The 5 lots operate as a single unit supporting the business operated by their owner.

Flagstone Avenue was recently acquired by the abutting property in a transaction with the Town of Farmington. Town of Farmington exchanged the already discontinued Flagstone Avenue to the abutting property owner for other land owned by the abutter.

The area of the parcel abutting the subject parcel is located within the Commercial – Business (CB) zoning district and the rear portion of the parcel is located in the Agricultural-Residential (AR) zoning district. All of the parcels site improvements are located in the CB district. The abutting property has a total of 630.0+/- feet of frontage on NH Route 11. The frontage is separated by the subject property. The abutting property has 930.0+/- feet of frontage on Ridge Road. The site has good exposure and visibility to NH Route 11. Access to the site is via curb cuts on both NH Route 11 (Henry Wilson Highway) and Ridge Road. Access and exposure would be enhanced by acquisition of the subject.

The terrain of the abutting property can be described as at grade with where it abuts the subject property. The terrain of this property gently slopes up toward the west as it approaches Ridge Road and slopes down toward Mad River just beyond the abandoned railroad corridor. The site is currently owned by A.J. Cameron Sod Farms, Inc. and is being operated as a retail hardware store/garden center, wholesale landscaping supply and service center, a lumber mill and small manufacturing site. The lumber mill, currently in operation, has rough driveway access off of Ridge Road. The primary retail /office building was constructed in 1940 according to Town of Farmington tax assessment records. It is a wooden 2 story structure with asphalt shingles and consists of over 4000 sq ft of floor space. It is currently being used as a hardware store and office space, with a covered front porch and patio area used for the sale of seasonal landscaping items. There are several accessory buildings on site supporting the mill, wholesale and retail business. The accessory buildings are typically warehouse type used to store lumber products and machinery. This site is serviced by electricity, telephone, private well and septic.

Farmington-New Durham Route 11 project F-45 (2)



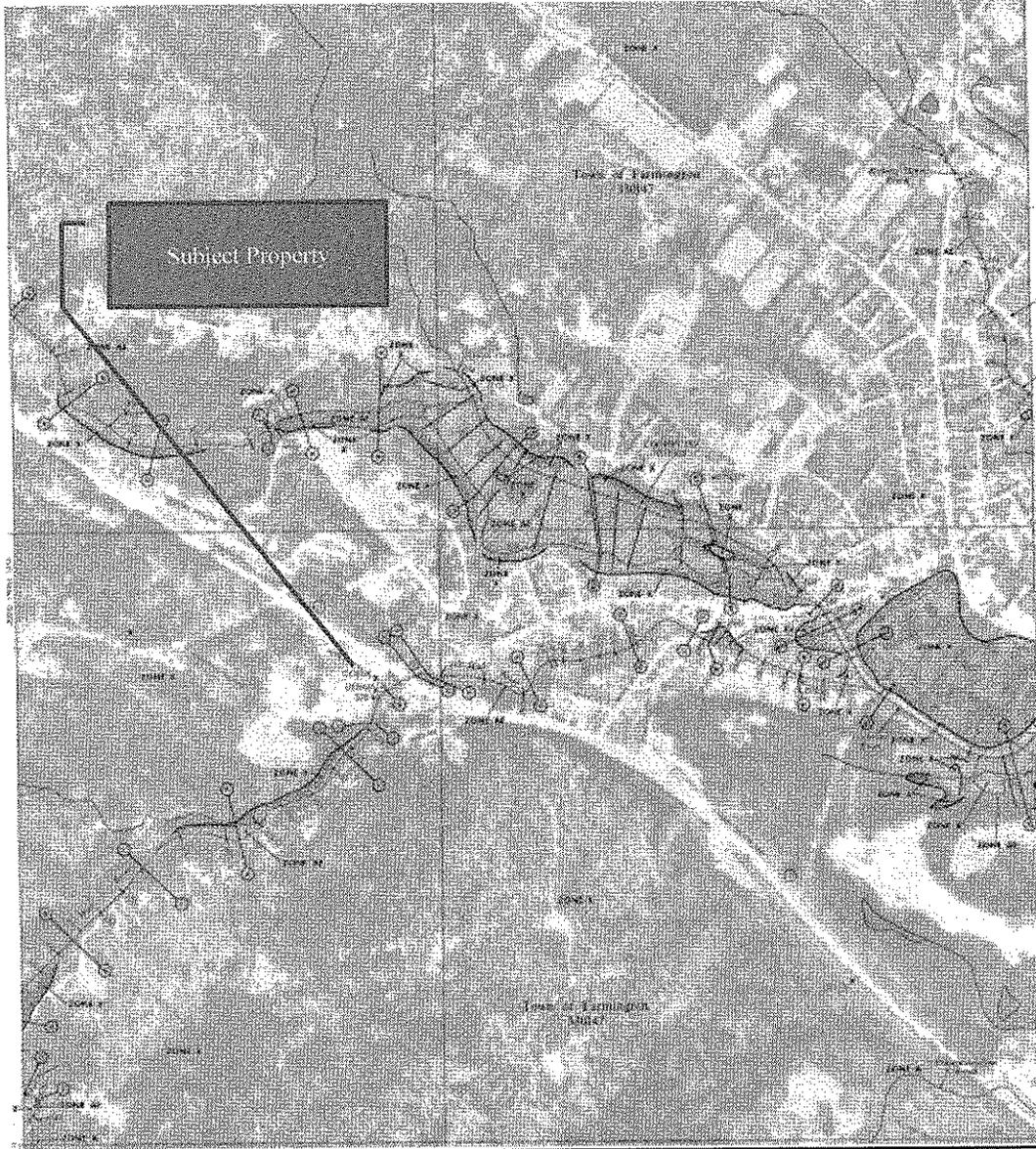
The area in red is the subject parcel purchased by the State of NH from William and Catherine Davenhall as part of the Farmington-New Durham Route 11 F-45 (2) 1952 construction project.

The area in blue is Flagstone Avenue, formerly known as High Street. Flagstone Avenue was recently acquired by its abutter, A.J. Cameron Sod Farms, Inc.

Soils Map



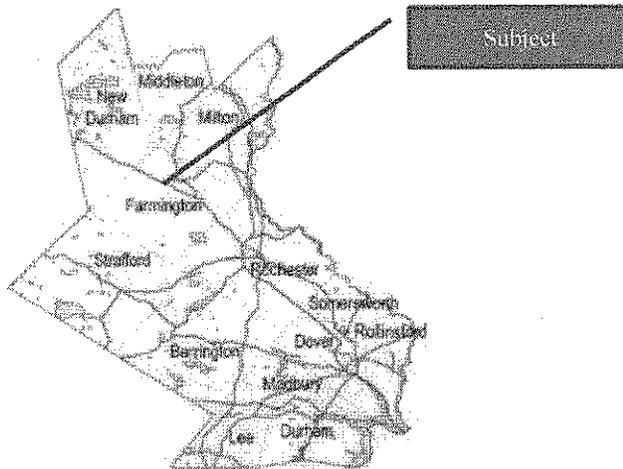
Flood Map



Approved Surplus Property Valuation
.36 acres located on the Southerly side of NH Route 11, Farmington, NH
Owned by the State of New Hampshire

Area and Neighborhood Description

Town of Farmington: The Town of Farmington is located in Strafford County and encompasses a total of 37.5 square miles. Farmington is intersected by NH Route 11, Route 75 and Route 153.



Farmington is located in the central portion of Strafford County. The City of Rochester borders the town of Farmington to the Southeast; the Town of Stafford borders Farmington to the Southwest, the Town of New Durham borders Farmington to the Northwest, and the Town of Milton borders Farmington to the Northeast.

Farmington enjoys good highway access to the North and South on NH Route 125 and NH Route 16 via Route 153. Farmington also enjoys good highway access to the East and West via NH Route 125 South to US Route 4 and NH Route 101.

Interstate 95 is accessed via Route 16 approximately 26 miles to the Southeast in Portsmouth NH, providing access to Portland Maine to the North and Boston, MA to the South.

New Hampshire has continually ranked as having one of the lowest unemployment rates in the country. Although they have fluctuated with the recent recession, the rates have remained stable during the past year. The most recent statistics available from the NH Employment Security, Economic and Labor Market Information Bureau report unemployment rates in September 2014 were: 3.9% in the Town of Farmington; 3.7% for the County of Strafford; 4.0% for New Hampshire; 5.8% in New

England and 5.7% in the United States. Although unemployment rates have improved, Farmington has a large share of the county's low income residents living just below the poverty line. Farmington's 2012 population was 6,796. Its population density is 182.3 persons per square mile of land area. More than 57% of the Farmington population lives in the densely populated center of town.

Neighborhood:

Route 11 serves as the Commercial Industrial corridor in Farmington connecting Rochester to the Lakes Region. The subject is located in a mixed use neighborhood with a variety of commercial retail and wholesale businesses, light industrial uses as well as single-family and multi-family residential uses.

The residents of the downtown Farmington area are able to access the retail/commercial corridor in Rochester on NH Route 11 via route 153 which passes through town and intersects Route 11 approximately 5 miles south of the subject parcel. There is also the availability of Coast (Cooperative Alliance for Seacoast Transportation) local bus transportation. Coast provides passengers with several stops along route 11 between Farmington and Rochester. These stops include but are not limited to Lilac City Pediatrics, Walmart, Market Basket and Family Care of Farmington.

Supported businesses in the area of the abutter include trucking warehouse/offices, self-storage facilities, auto and RV sales and service, gas stations / convenience stores, gravel pits/quarries, landscaping and gardening supply stores. One mile to the Northwest of the subject property on NH Route 11 there are 2 small eating establishments and other assorted commercial uses ie: The Strafford Hotel and Country Store, The Hawgs Pen bar and restaurant, a flooring and a tile retail store, a self-storage facility and a thrift shop. Older residential uses along this corridor are most prevalent.



LARGEST BUSINESSES	PRODUCT/SERVICE	EMPLOYEES	ESTABLISHED
TDS Telecom	Telecommunications	44	2009
Cameron's Sod Farm	Lawn & garden supplies	40	1935
Schaffer Rolls	Rubber rolls	32	1979
Pike Industries	Asphalt, gravel, stone	30	1975
TD Bank	Banking services	20	1927
Winnisquam Wood Products	Countertop fabrication	20	2011
Energy Resource	Mechanical contracting & power plant svcs	15	1998
Three Phase Line Electric	Specialized electrical contractor	15	1999

Zoning:

The property is located primarily within the Commercial Business (CB) District with the back portion of the lot located within the Agricultural Residential (AR) District. The minimum street frontage requirement in the AR district for residential development is 250.0' feet. The portion of this property located in the AR district does not have road frontage, therefore for the purposes of this report, the entire parcel shall be considered located within the CB district following the Farmington Zoning Regulations 1.04 (B) noted below:

1.04 LOTS SPLIT BY ZONING DISTRICT BOUNDARIES.

Where an existing Lot of record falls into more than one zoning district, the following shall apply:

- (A) For Lots that meet the subdivision criteria, the provisions of each district shall apply to each portion of the Lot.
- (B) For Lots that cannot be subdivided, the provisions of the district where the greatest Street Frontage exists, shall apply to the entire Lot.

The purpose of the CB district is to provide areas for retail and commercial uses that serve the community from readily accessible locations and which define entrances to the downtown and to accommodate well-planned, high quality Office and Service uses either individually or in a business park environment. Permitted uses are primarily Commercial and Industrial such as: contractors, lumber yards including the milling and distribution of wood products and the wholesale and retail sales of building materials, small scale retail stores less than 2,500 sf and retail stores larger than 2,500 sf but less than 7,500 sf. Permitted Accessory Uses for Commercial and Industrial include outside storage of materials in conjunction with an allowed principal use, retail sales of items manufactured on the premises, equipment & products in conjunction with an allowed principal use, accessory buildings and structures, signs.

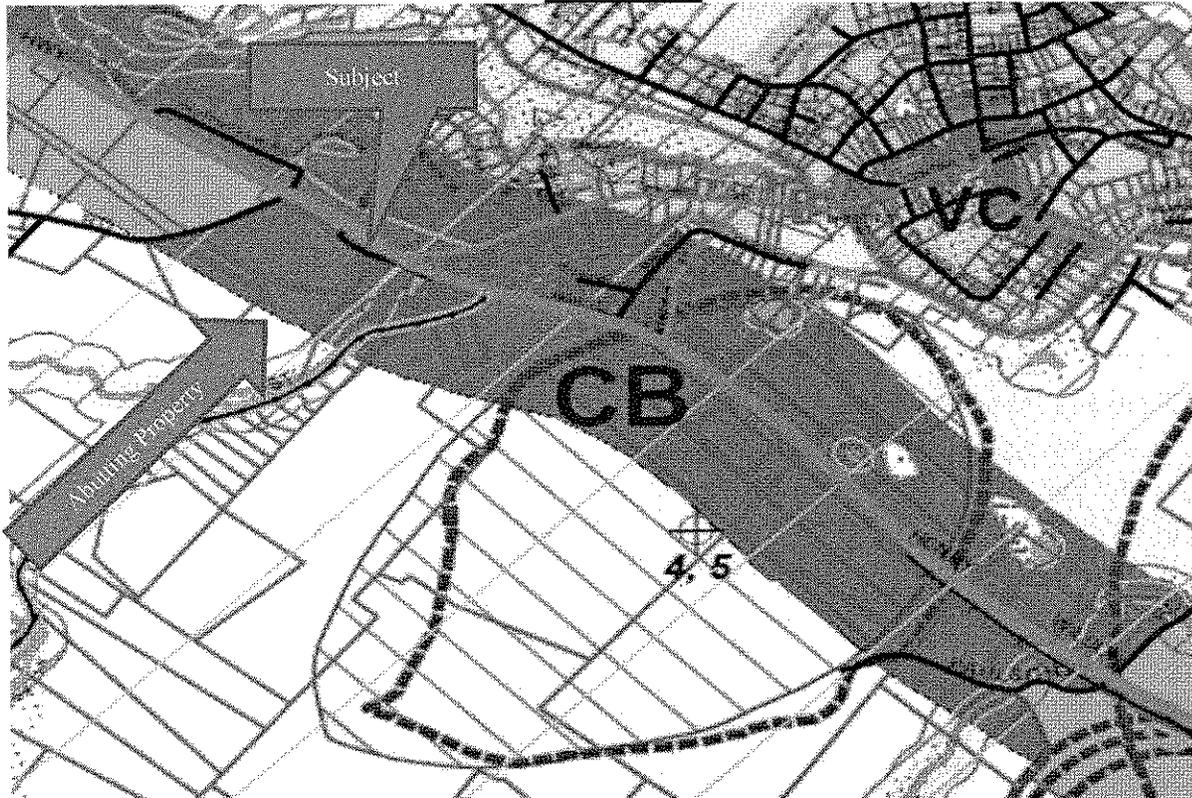
Other permitted uses include Veterinary clinics, grocery stores, motor vehicle sales and service, restaurants. Residential uses are limited to Nursing Homes and Residential Care facilities.

Table 2.07(B) - Space and Bulk Standards – Commercial Business District

Minimum Lot Size	2 Acres
Minimum Street Frontage	275 feet
Front Setback (principal & accessory buildings)	50 feet
Minimum Side and Rear Setbacks (principal and accessory buildings)	30 feet, or 1 foot for each additional foot of building height above 30 feet.
Maximum Height -principal buildings -accessory buildings and Structures	55 feet 55 feet

The above chart shows that the front setback requirement in the CB district is 50 feet. The subject has a maximum depth of 48 feet. The subject property does not meet the minimum dimensional requirements and is not recognized as an existing lot of record. It is not a buildable lot on its own. The abutting property is a conforming lot as assembled and whole and lots 41, 41A, 44 and 45 would be recognized as grandfathered if used individually. Flagstone Avenue, like the subject, does not meet the dimensional requirements and would not be buildable on its own.

Zoning Map



Approved Surplus Property Valuation
 .36 acres located on the Southerly side of NH Route 11, Farmington, NH
 Owned by the State of New Hampshire

Highest and Best Use

Highest and Best Use is that use which is legally permissible, physically possible and financially feasible and results in the greatest net return. It must not be highly speculative or predicated upon conditions anticipated in the too distant future.

Subject: As vacant, the subject is a 0.36 acre parcel of land located in the Commercial Business Zoning District. It has approximately 550.0' ft of frontage on NH Route 11 but a maximum depth of only 48' feet. The parcel is bisected on the Northerly end by a gravel access road which is currently being utilized by the abutter as an additional access to Route 11. The minimum lot size in the subject zoning district is 2.0 acres and the minimum front setback is 50' feet. As such, the subject does not meet the physical dimensions and criteria required in order to support development. In addition, the Town of Farmington does not recognize the subject parcel as a lot of record. The subject site area is too small and lacks sufficient depth to support any significant building development on its own but has good frontage and visibility on NH Route 11, a commercial corridor with access to Rochester's commercial district. As such, it could potentially add utility and value to the abutting parcel.

Based on the above factors, the subjects zoning, frontage, access and exposure, the Highest and Best Use of the subject is concluded to be assemblage with the abutting parcel.

Abutting Parcel- As Vacant: The subject has one abutter, also located within the Commercial Business District. The abutter is identified as A.J. Cameron's Sod Farm, a 32.44 acre site, 19+/- acres of which is developed with a 4000 sf retail hardware store/garden center, wholesale landscaping supply and service center, a lumber mill and small manufacturing site. The remaining 15 +/- acres is undeveloped and is located to the rear of the parcel. The immediate neighborhood is an area that has experienced very slow growth over the last 10 years. Also, the demand for large commercial, industrial and medical facilities does not readily exist due to the close proximity of larger retail shopping establishments and walk-in care facilities along the Route 11 corridor to the Southeast.

The abutting property abuts the subject property along the subject's rear property line and consists of 5 contiguous parcels of land totaling approximately 32.44 acres according to assessment records and recorded deeds. The 5 lots operate as a single unit supporting the business operated by the owner.

The area of the parcel abutting the subject parcel is located within the Commercial – Business (CB) zoning district and the rear portion of the parcel is located in the Agricultural-Residential (AR) zoning district. Most of the parcels site improvements are located in the CB district. The abutting property has a total of 630.0+/- feet of frontage on NH Route 11. The frontage is separated by the subject property. The abutting property has 930.0+/- feet of frontage on Ridge Road. The site has good exposure and visibility to NH Route 11. Access to the site is via curb cuts on both NH Route 11 (Henry Wilson Highway) and Ridge Road. Access and exposure would be enhanced by acquisition of the subject.

The location of the abutting parcel provides the site with good exposure and visibility. As assembled the property is a conforming lot located in Farmington's Commercial Business District, which permits commercial and industrial uses.

Based on the surrounding properties, many of the permitted uses are feasible. The Highest and Best Use of the abutting site "As Vacant" is concluded to be for commercial development, as that would yield the highest return on investment.

Highest and Best Use as improved-Abutting Parcel: The abutting site is currently owned by A.J. Cameron Sod Farms, Inc. and is being operated as a retail hardware store/garden center, wholesale landscaping supply and service center, a lumber mill and small manufacturing site. The lumber mill, currently in operation, has rough driveway access off of Ridge Road.

Based on the considerations outlined above, the Highest and Best Use for the abutting property as improved is concluded to be its current use.

Appraisal Procedures Used: The three traditional approaches to value are the Income Approach, Sales Comparison Approach, and Cost Approach. The cost approach was not determined to be useful because vacant land cannot be valued in this manner. For this reason, the Cost approach was not considered to be an appropriate method in arriving at an opinion of value for the subject. The income approach was also considered, however, vacant parcels similar to the subject are not typically leased in the subject market. Since vacant land in the subject market is not typically leased, the income approach would not be an appropriate method of valuation and was not used. This assignment considers the contributory value of the subject's 0.36 acre area to the abutting 32.44 acre site at 926 NH Route 11, Farmington, NH. The Sales Comparison Approach is the most applicable method of valuation.

The Sales Comparison Approach: In the Sales Comparison Approach recent sales of similar properties are used in a comparative analysis to establish the indicated value of the property being appraised. In this case, the abutting property is being valued "as is" and "as if assembled" with the subject in order to arrive at the contributory value for the subject parcel to the abutting parcel. A sufficient number of available commercial land transactions were found to develop this approach. Of that data the three most similar sales were used in the analysis and are detailed on the subsequent pages.

Summary of Comparable Land Sale 1

Location/Address: Commerce Parkway, NH Route 11, Farmington, NH

Grantor>Grantee: Wentworth Economic Development Corporation>Frisbee Girls Family Partnership
Partnership
Wentworth Economic Development Corporation>L&K Frisbee Family Partnership

Sale Price/Date: \$170,000 / September 24, 2010

Registry Reference: SCRD Book 3866 Page 924
SCRD book 3866 Page 928

Site Area: 32.27 Acres

Unit Value: \$5,312.50 per acre

Available Utilities: Electric

Zoning: Industrial Business

Map/Lots: R-3/17-2, 17-4, 18

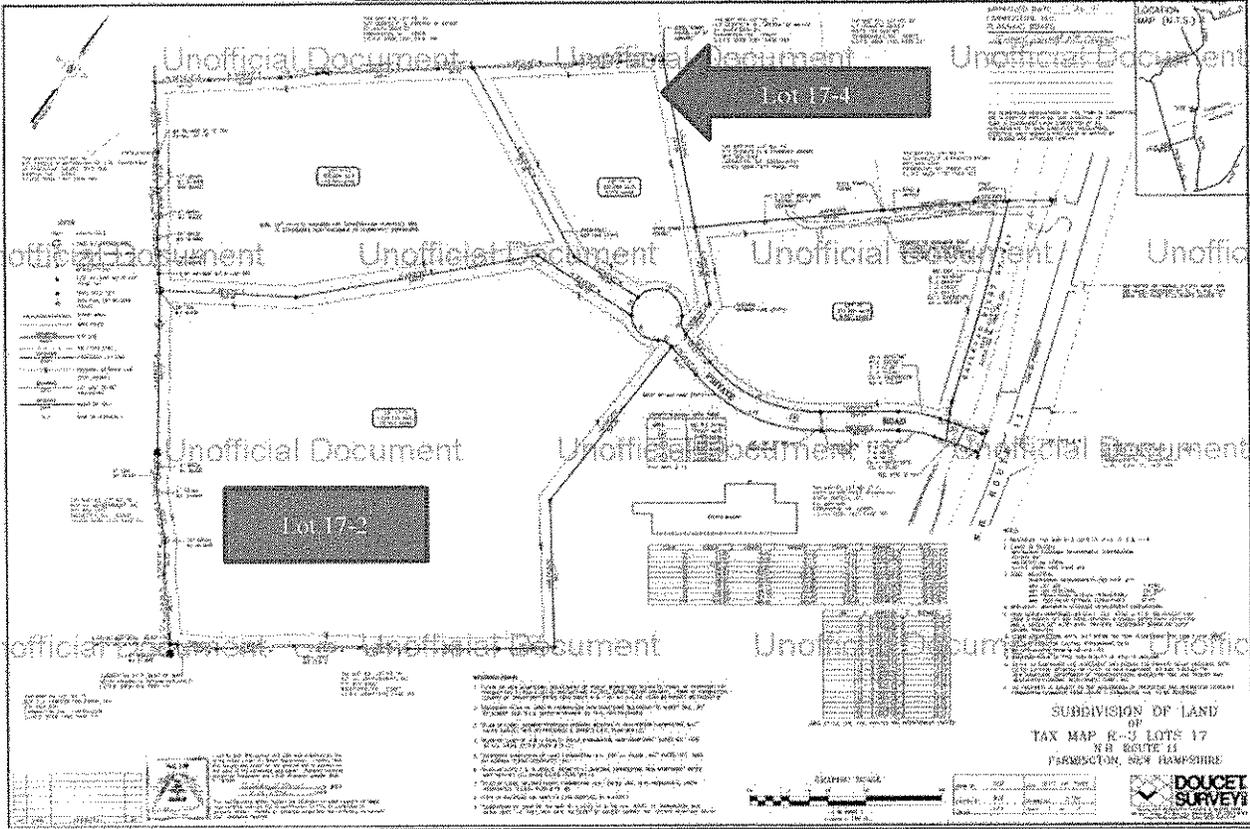
Confirmed Source/By: Grantee/Carrie N. Hurn (f/k/a Carrie N. Frisbee), Real Data, PA-34
K. Madden and L. Davies

H & B Use at Sale: Commercial Industrial

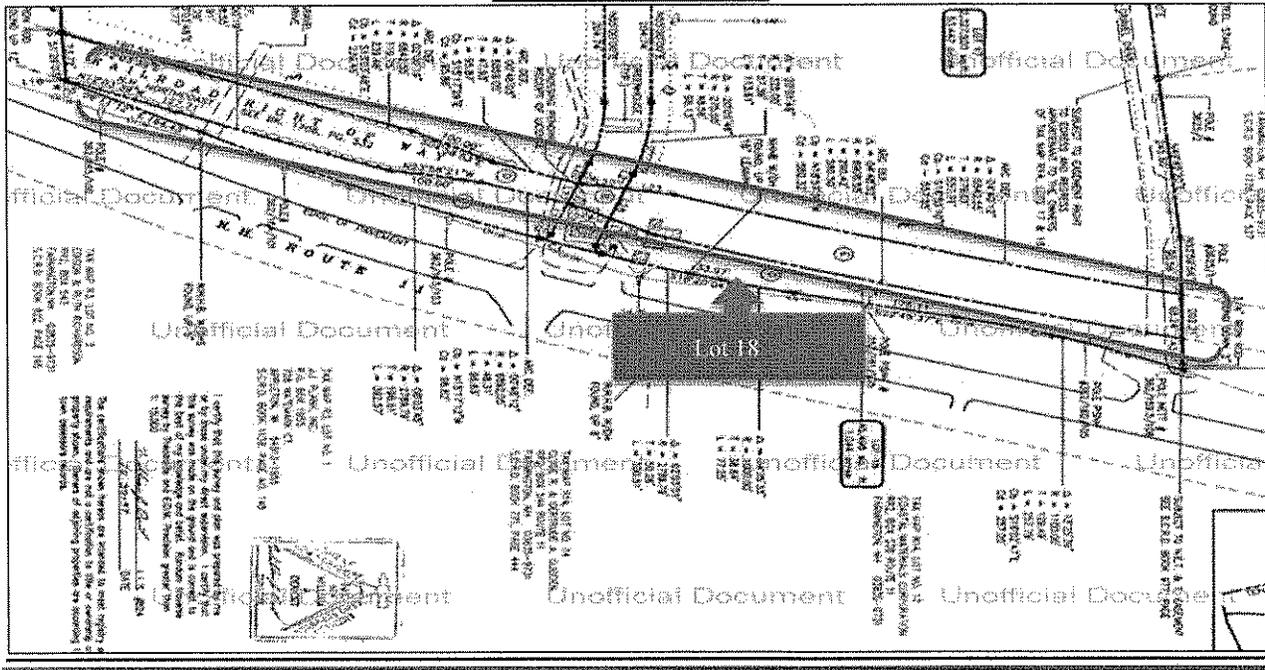
Comments: This transfer represents an assemblage of 3 parcels, 2 of which are considered buildable by the Town of Farmington and located on Commerce Parkway, and a third with frontage directly on NH Route 11 that is considered non-buildable but was included in the purchase for signage. The buyer estimated a cost of \$120,000 in road construction costs to continue Commerce Parkway to the lots. Added to the sale price, this results in a total acquisition cost of \$290,000.

Commerce Parkway is located immediately off of NH Route 11 in Farmington. It is approximately 3.88 miles Southeast of the subject property and 1.5 miles Northwest of the Farmington/Rochester town line. The immediate vicinity has had very little new commercial/industrial development. The most recent traffic count data available for this area was taken in 2011 at the Farmington/Rochester town line-16,000 AADT. The most recent traffic count taken in the location of the subject property was in 2012, with a traffic count of 10,000 AADT. The assumption is that the comparable land sale had an increased traffic count due to its closer proximity to Rochester. The buyer, an abutter, stated that the property was purchased with plans of expanding their current business operation by leasing the land to a G.E.subsidiary, however due to the difficulty they experienced in working with the town of Farmington to obtain the necessary approvals to develop the parcel, G.E. moved their manufacturing facility to an alternative location. The current owner has been trying to sell the property for the past 3 years.

Comparable 1 lots 17-2 & 17-4



Comparable 1, Lot 18



Approved Surplus Property Valuation
 .36 acres located on the Southerly side of NH Route 11, Farmington, NH
 Owned by the State of New Hampshire

Summary of Comparable Land Sale 2

Location/Address: 32 McKeagney Road, Milton, NH
34 McKeagney Road, Milton, NH

Grantor>Grantee: Richard W. and Anna M. Johnson > Public Service Company of NH
Rheume J. Lamoureux Rev Trust > Public Service Company of NH

Sale Price/Date: \$185,000 / September 30, 2013
\$250,000 / May 21, 2013

Total for both sales \$435,000

Registry Reference: SCRD Book 4169 Page 0975
SCRD Book 4130 Page 0251

Site Area: 1.391 Acres + 51.25 Acres = 52.64 acres

Unit Value: \$8,263.68 per acre

Available Utilities: Private water and septic

Zoning: Commercial Residential

Map/Lots: Map 47 Lots 14 & 16

Confirmed Source/By: Representative of Grantee, Real Data, Public Records, PA-34, K. Madden

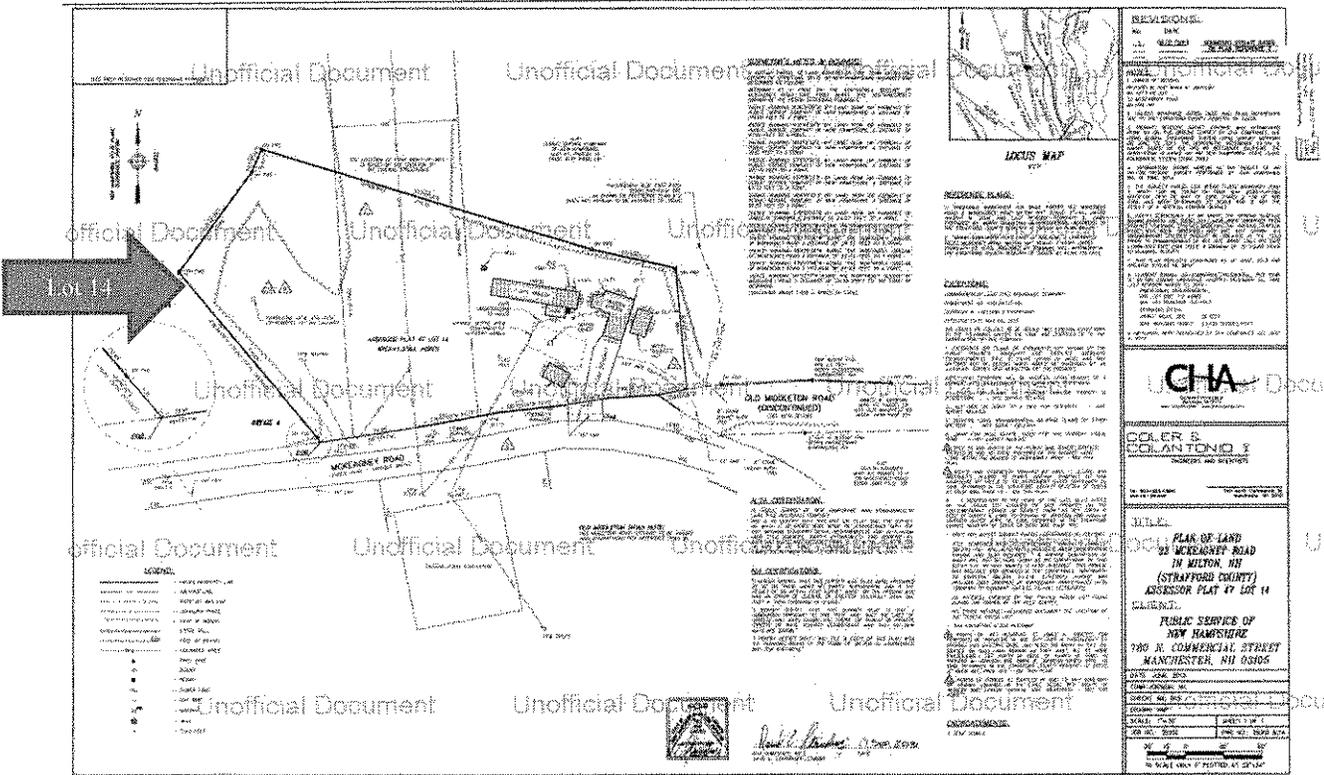
H & B Use at Sale: Commercial Residential and Industrial Commercial

Comments: These transfers consist of an assemblage of 2 contiguous parcels of land totaling approximately 52.64 acres on McKeagney Road in Milton. The property was purchased by PSNH for a substation. 32 McKeagney Road, the 1.391 acre parcel was improved with an older mobile home which PSNH granted for \$0 consideration as long as the grantee complied with the stipulations as described within the Manufactured Housing Deed, recorded on December 17, 2013 at the SCRD in Book 4188, Page 0931. Specifically, the grantee was required to remove the mobile home from the property within 30 days of the transfer and pay all associated costs.

The Warranty Deed for 34 McKeagney Road was subject to a 100' foot wide powerline easement granted to PSNH in 1958 by Rheume J. Lamoureux, signed on June 15, 1958 and on file in the SCRD in Book 690, Page 444. This easement is considered extinguished due to the fact that the original grantee of the easement, PSNH is now the owner of the property that the easement encumbered. The current use tax figure of \$25,000 was estimated by the buyer to be the amount of current use tax penalty to be paid to the Town of Milton over an indefinite period of time as a result of taking portions of the property out of its current use status for necessary improvements. 34 McKeagney Road also has 860' feet of frontage on the Spaulding Turnpike but this was not considered a factor in valuing the property due the fact that PSNH did not purchase the property for its visibility to the turnpike.

Approved Surplus Property Valuation
.36 acres located on the Southerly side of NH Route 11, Farmington, NH
Owned by the State of New Hampshire

Comparable 2 Lots 14 and 16



Summary of Comparable Land Sale 3

Location/Address: 69 L-3 Dover Road, Chichester, NH

Grantor>Grantee: Merrimack Timber Service, Inc.>Coleman Concrete Inc.

Sale Price/Date: \$300,000 / February 27, 2014

Registry Reference: MCRD Book 3432 Page 450

Site Area: 11.97 Acres

Unit Value: \$25,000 per acre

Available Utilities: 3 Phase power, private water

Zoning: Commercial- Industrial/ Multifamily

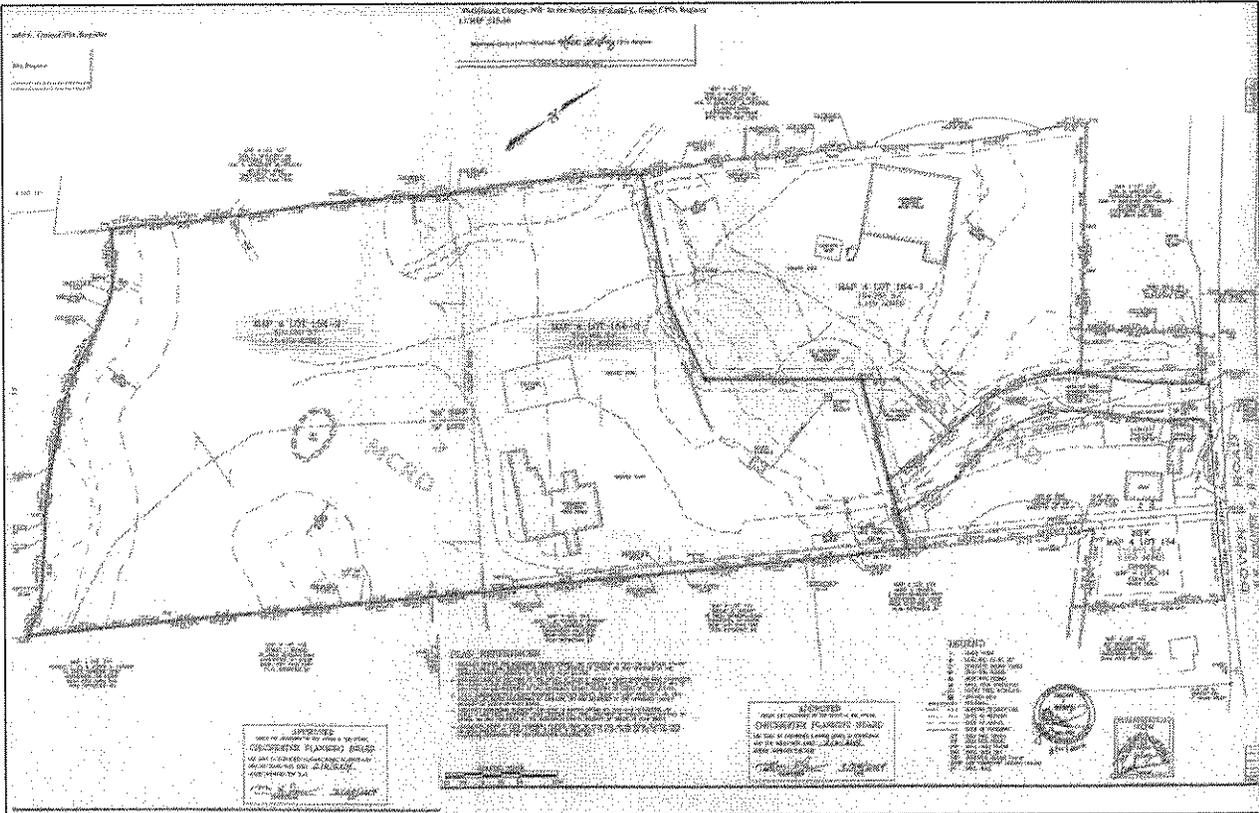
Map/Lots: Map 4 Lot 154-2

Confirmed Source/By: Grantee's Real Estate Agent, Real Data, MCRD

H & B Use at Sale: Commercial Industrial

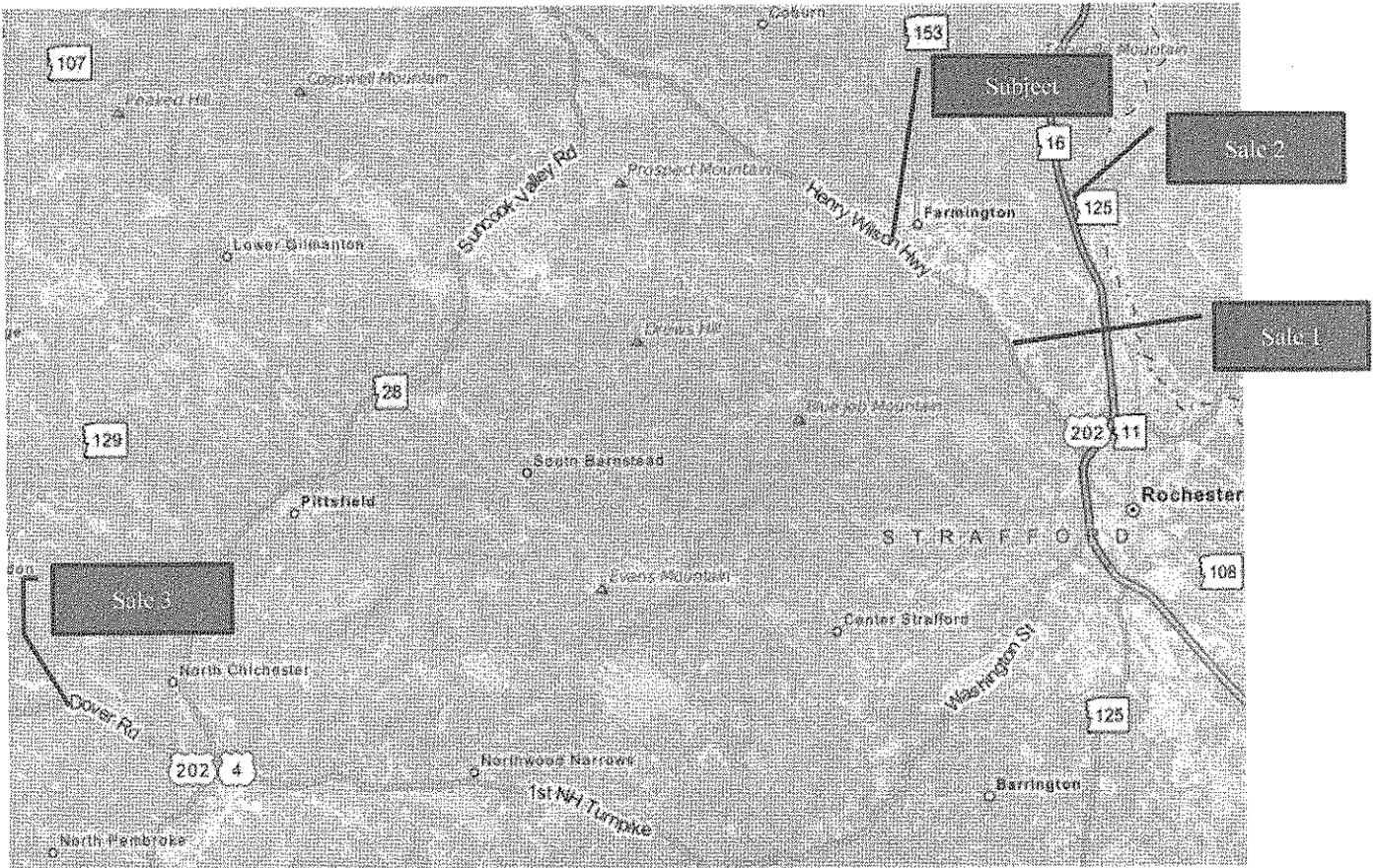
Comments: This parcel is located on US Route 4 (Dover Road), in Chichester, NH. Route 4 is a main corridor connecting Concord to the NH Seacoast. The parcel has no road frontage and the parcels' access to US route 4 is via a 50' wide common driveway easement. The grantee, Coleman Concrete, Inc. does have clearly visible signage at the entrance to the driveway from Route 4. The parcel was part of a 3 lot subdivision and is improved by a warehouse type building that was used for lumber yard storage by the previous owner. The warehouse structure is wood frame with metal roof and limited amenities. A review of Marshall Valuation Service indicates an overall depreciated value of \$45,000 to the existing structure. The \$45,000 was deducted from the overall purchase price. At the time of the sale the parcel was level and cleared of trees and stumps, requiring very little site work by the grantee. There was no current use tax paid by the buyer. The grantee has improved the property with a concrete batch plant continuing the parcels' highest and best use as commercial/industrial. The Commercial/Industrial-Multifamily zone extends for 1000' onto the property from the C/L of US Route 4. The back portion of the parcel is divided into 2 zones, Rural Agricultural and Residential.

Comparable 3



Approved Surplus Property Valuation
.36 acres located on the Southerly side of NH Route 11, Farmington, NH
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Sales Location Map



Approved Surplus Property Valuation
.36 acres located on the Southerly side of NH Route 11, Farmington, NH
Owned by the State of New Hampshire

Commercial Land Sales Analysis-“As Is”

Larger commercial sites are typically marketed and sold on a price per acre basis. As a result, the abutting property site and the comparable sales are analyzed on a price per acre basis. Each of the comparable sales are compared to the abutting site and adjusted for the following factors: property rights, financing terms, buyer/seller motivation, expenditures immediately after the sale, date of sale, location, site area and site characteristics.

The analysis includes percent adjustments, reflecting the market reaction to those items of significant variation between the abutting site and comparable properties. If a significant item at the comparable property is superior to, or more favorable than, the abutting site, a negative (-) adjustment is made which in turn reduces the indicated value for the abutting site; if a significant item in the comparable property is inferior to, or less favorable than the abutting site, a positive (+) adjustment is made which in turn increases the indicated value for the abutting site.

Property Rights Conveyed: The three comparable sales involved the transfer of the fee simple interest and no adjustment is necessary for differences in property rights conveyed.

Financing: This factor takes into consideration unusual financing terms of a sale that would influence the transaction price, such as the interest rate, down payment, or the term of the note and/or amortization period. All of the comparable sales had terms of cash to the seller or conventional financing. Therefore, adjustments for financing were not necessary.

Motivation: Comparable #1 was an abutter purchase but no premium was paid due to a very lengthy time on the market.

An adjustment for buyer/seller motivation of sale is required when circumstances surrounding a transaction are unusual to the market and may have influenced the price paid. Land Sale #2 is an assemblage of 2 lots. The smaller 1.39 acre lot was improved with a mobile home at the time of the sale, the mobile home being sold and subsequently removed from the lot at no cost to the Buyer. The price per acre value of both lots as assembled is in line with the market value for similar lots so no adjustment is deemed to be warranted.

Comparable #3 sale reflects an arm's length transaction and does not require an adjustment for unusual sale conditions.

Expenditures Immediately After Sale: Comparable land sale #1 had estimated a cost of \$120,000 for road construction necessary to access the parcels. The sales price was adjusted up by \$120,000 for expenditures immediately after the sale.

Comparable Land Sale #2 was an assemblage of 2 lots. The purchase price of the larger of the 2 lots was adjusted to reflect the current use penalty of \$25,000. The recorded sale price was \$250,000 and was adjusted up by \$25,000 to reflect a purchase price of \$275,000. The adjusted purchase price of the two lots combined is \$460,000.

Comparable Land Sale #3 was improved with a 7500 sq ft warehouse type building. The grantees representative acknowledged that a negligible amount of the purchase price was attributed to this structure which continues to be used by the buyer. In order to estimate a depreciated value of the building, the Marshall Valuation Service report was utilized. It has been estimated that the depreciated value of the existing improvement is \$45,000. The Sales price of \$300,000 has been adjusted down by \$45,000 making the adjusted sales price \$255,000.

Date of Sale: The comparable land sales occurred between September 2010 and February 2014. From 2010 to the date of value, no real evidence of any price appreciation could be found for larger Commercial/Business/Industrial land sales in this area. There is not sufficient Commercial/Industrial land sales activity in the subject area to determine a broad trend, but analysis of sales activity over the past 4 years in the immediate vicinity of the subject indicates that this region has a low amount of commercial appeal (activity). MLS data shows that only 1 Commercial/Business/Industrial zoned property sold within the above stated time period. Adjustments for date of sale were not necessary.

Location: Location is a very important factor affecting retail property values. The abutting property has a location influenced by good access and visibility, exposure at a minor intersection, and good proximity to the commercial corridor between Rochester and the Lakes Region.

Sale # 1 was selected for its close proximity to the subject property as well as its similar size. Its location is slightly superior to the subject due to its closer proximity to Rochester's higher density commercial area. The most recent traffic count for this area was conducted in 2011, displaying a count of 16,000 Average Daily Traffic. The most recent traffic count in the area of the subject property (Mad River) was done in 2012 with a reported traffic count of 10,000. A downward adjustment of -5% was made to this sale.

Sale # 2 is located on a class V road and lacks the necessary traffic counts to support retail businesses. It is therefore inferior in location to the subject property. An upward adjustment of 45% is made to this comparable.

Sale #3 is located on US Route 4, NH 9&202, a corridor connecting Concord to Portsmouth. Sale #3 has an adjusted average daily Traffic count of 17,170 as of 2014. A downward adjustment of -20% was attributed to this sale.

Zoning: Comparable Sales #1, 2 and 3 are all similar to the Abutting property in zoning uses. No adjustments were made.

Site Area: Sale #1 is most similar to the abutting property in terms of size. Sale #2 is larger than the subject property; however, "economy of scale" shows that in the average market, a larger parcel receives a lower per unit value than a smaller parcel. In this instance, sale #1 is 32.27 acres and sale #2 is 52.64 acres. The adjusted price per acre for sale #1 is \$8,897 and the adjusted price per acre for sale #2 is \$8,739. No adjustment is made for its larger lot size.

Sale #3 is significantly smaller than the abutting property, therefore a downward adjustment of -40% has been made.

Access/Visibility: The abutting parcel has 630' of frontage on NH Route 11 with only one direct access point onto the parcel from route 11 located at the most Southeasterly point of the parcel. The frontage is not contiguous. It is separated by the subject parcel of land with 550+/- feet of road frontage currently owned by the State of NH. This separation is located toward the middle of the abutting property's frontage limiting the parcels accessibility. The parcel has good visibility which is not hindered by the State of NH parcel.

Sale #1 is located on Commerce Parkway, just off of NH Route 11 in Farmington. Its access is slightly inferior to the subject's access and is partially visible from NH route 11. An upward adjustment of +10% has been made.

Sale #2 has 699.51+/- feet of mostly cleared, gently upward sloping frontage along McKeagney road making the parcel more accessible than the subject parcel. Due to the openness of the parcel's frontage, it has similar visibility to the subject parcel. The sale has been adjusted downward -10% to account for the slightly superior access.

Sale #3 has a shared driveway from U.S. Route 4. Its only access is via the shared driveway, making this property slightly inferior to the subject property. This parcel has very limited visibility from the road making it inferior to the subject property. An upward adjustment of +10% has been made for the slightly inferior access and inferior visibility.

Site Characteristics: All 3 of the comparable sales are similar to the abutting property. They are mostly level with no unusual development constraints. Sale #2 does gently slope upward however development of the site does not appear hindered by this physical characteristic.

The Sales comparison grid on the next page illustrates the comparable sales and outlines the application of the adjustments.

Sales Comparison Grid - As Is							
Item	Abutting Property	Comparable Sale 1		Comparable Sale 2		Comparable Sale 3	
Location	926 NH Route 11 Farmington, NH 03835	Commerce Parkway NH Route 11 Farmington, NH		32 & 34 McKeagney Road Tax Map 47 Lot 14 and 16 Milton, NH		69 L-3 Dover Road Map 4 Lot 154-2 Chichester, NH	
Grantor/Grantee		Wentworth Economic Dev. Corp./ Frisbee Girls Family Partnership SCRD 3866/924		Anna and Richard Johnson & Rheume J. Lamoureux Rev Trust/ Public Service Company of NH SCRD 4169/975 & SCR D 4130/251		Merrimack Timber Service, Inc./ Coleman Concrete Inc. MCRD 3432/450	
Recorded Book/Page							
Sales Price	Estimate		\$170,000		\$435,000		\$300,000
Price Per Acre			\$5,268		\$8,264		\$25,063
Data Source		Public Records/Buyer		Public Records/Buyer		Public Records/ Buyer's Rep.	
Motivation		Abutter		Arm's length		Arm's Length	
Expenditures After Sale		Road Construction		Current Use Penalty		Existing Building	
Effective Sales Price			\$290,000		\$460,000		\$255,000
Date of Sale		Description	Adjustment	Description	Adjustment	Description	Adjustment
& Market Conditions Adj.		9/27/2010		5/23/2013		2/27/2014	
Adjusted Price per acre			\$8,987		\$8,739		\$21,303
Location	10,000 Traffic count	Sl. Superior	-5%	Inferior	+20%	Slightly Superior	-20%
Zoning	Commercial Business	Industrial Business		Commercial Residential		CI/Multi Family	
Site Area (Acreage)	32.44	32.27		52.64		11.97	-40%
Access/Visibility	Average/Good	Slightly inf/Slightly inf	+10%	Sl. superior/similar	-10%	Slightly Inferior/Inferior	+10%
Site Characteristics	Mostly level	Mostly level		Gently sloping		Mostly level	
Net Adj. (Total)			+5%		+10%		-50%
Indicated Value of Subject			\$9,436		9,613		10,652
		Low		High		Mean	
		\$9,436		\$10,652		\$9,900	

Approved Surplus Property Valuation
.36 acres located on the Southerly side of NH Route 11, Farmington, NH
Owned by the State of New Hampshire

Reconciliation – “As Is”

In this analysis, the indicated values range from \$9,436.00 per acre to \$11,798.00 per acre with a mean of \$10,629.00. All of the sales used in the analysis are considered to be reliable indicators of value for the abutting site. Sale 1 is the most similar to the abutting property and required the least number of adjustments. Sale 2 is less similar to the abutting property, being larger in size and inferior in location which warranted an increase in the adjusted value. Sale 3 is the least similar to the abutting site. Less emphasis will be placed on Sale 3. Based on the preceding research and analysis, it is concluded that the abutting site warrants a value opinion via the sales comparison approach of **\$10,000.00 per acre**, as follows:

$$\begin{aligned} \$10,000 \text{ per acre} \times 32.44 \text{ acres} &= \$324,400 \\ \text{Rounded} &= \mathbf{\$325,000} \end{aligned}$$

Commercial Land Sales Analysis-"As If Assembled"

Larger commercial sites are typically marketed and sold on a price per acre basis. As a result, the abutting property site and the comparable sales are analyzed on a price per acre basis. Each of the comparable sales are compared to the abutting site and adjusted for the following factors: property rights, financing terms, buyer/seller motivation, expenditures immediately after the sale, date of sale, location, site area and site characteristics.

The analysis includes percent adjustments, reflecting the market reaction to those items of significant variation between the abutting site and comparable properties. If a significant item at the comparable property is superior to, or more favorable than, the abutting site, a negative (-) adjustment is made which in turn reduces the indicated value for the abutting site; if a significant item in the comparable property is inferior to, or less favorable than the abutting site, a positive (+) adjustment is made which in turn increases the indicated value for the abutting site.

In most instances there will be no change in the "As Is" and "As If Assembled" analysis; however a few changes have been necessary. Wherever a change was not necessary, the notation "no change" was placed at the end of each scenario.

Property Rights Conveyed: The three comparable sales involved the transfer of the fee simple interest and no adjustment is necessary for differences in property rights conveyed. No change.

Financing: This factor takes into consideration unusual financing terms of a sale that would influence the transaction price, such as the interest rate, down payment, or the term of the note and/or amortization period. All of the comparable sales had terms of cash to the seller or conventional financing. Therefore, adjustments for financing were not necessary. No change.

Motivation: An adjustment for buyer/seller motivation of sale is required when circumstances surrounding a transaction are unusual to the market and may have influenced the price paid. Land Sale #2 is an assemblage of 2 lots. The smaller 1.39 acre lot was improved with a mobile home at the time of the sale, the mobile home being sold and subsequently removed from the lot at no cost to PSNH. The price per acre value of both lots as assembled is in line with the market value for similar lots.

Comparable #1 and #3 sales reflect arm's length transactions and do not require an adjustment for unusual sale conditions. No change.

Expenditures Immediately After Sale: Comparable land sale #1 had estimated a cost of \$120,000 for road construction costs according to the grantee. The sales price was adjusted up by \$120,000 for expenditures immediately after the sale.

Comparable Land Sale #2 was an assemblage of 2 lots. The purchase price of the larger of the 2 lots was adjusted to reflect the current use penalty of \$25,000 incurred by the buyer immediately upon the purchase of the property. The recorded sale price was \$250,000 and was adjusted up by \$25,000 to reflect a purchase price of \$275,000. The adjusted purchase price of the two lots combined is \$460,000.

Comparable Land Sale #3 was improved with a 7500 sq ft warehouse type building. The grantees representative acknowledged that a negligible amount of the purchase price was attributed to this

structure. In order to determine a depreciated value of the building, a review of the Marshall Valuation Service was undertaken. It has been concluded that the depreciated value of the existing improvement is \$45,000. The Sales price of \$300,000 has been adjusted down by \$45,000 making the adjusted sales price \$255,000. No change.

Date of Sale:

The comparable land sales occurred between September 2010 and February 2014. From 2010 to current market, no real evidence of any price appreciation could be found for Commercial/Business/Industrial land sales. There is not sufficient Commercial/Industrial land sales activity in the subject area to determine a broad trend, but analysis of sales activity over the past 4 years in the immediate vicinity of the subject indicates that this region has a low amount of commercial appeal (activity). MLS data shows that only 1 Commercial/Business/Industrial zoned property sold within the above stated time period. Adjustments for date of sale were not necessary. No change.

Location: Location is a very important factor affecting retail property values. The abutting property has a location influenced by good access and visibility, exposure at a minor intersection, and good proximity to the commercial corridor between Rochester and the Lakes Region. No change.

Sale # 1 was selected for its close proximity to the subject property as well as its similar size. Its location is slightly superior to the subject due to its closer proximity to Rochester's higher density commercial area. The most recent traffic count for this area was conducted in 2011, displaying a count of 16,000 Average Daily Traffic. The most recent traffic count in the area of the subject property (Mad River) was done in 2012 with a reported traffic count of 10,000. This trend suggests that vehicles travelling Southeast to the Rochester Commercial/Business/Industrial region from the North via Route 125 and Route 16, take Route 75 to Route 153 through Farmington and enter Route 11 at the Route 153/Route 11 intersection, several miles Southeast of the subject, effectively bypassing the subject property. A downward adjustment of -5% was made to this sale.

Sale # 2 is located on a class V road and lacks the necessary traffic counts to support retail businesses. It is therefore inferior in location to the subject property. An upward adjustment of 45% is made to this comparable.

Sale #3 is located on US Route 4 and NH Route 9&202, a corridor connecting Concord to Portsmouth. Sale #3 has an adjusted average daily Traffic count of 17,170 as of 2014. A downward adjustment of -20% was attributed to this sale.

No change.

Zoning:

Comparable Sales 1, 2 and 3 are all similar to the Abutting property in zoning uses. No adjustments were made.

No change.

Site Area: Sale #1 is most similar to the abutting property in terms of size. Sale #2 is larger than the subject property, however, the “economy of scale” shows that in the average market, a larger parcel receives a lower per unit value than a smaller parcel. In this instance, sale #1 is 32.27 acres and sale #2 is 52.64 acres. The adjusted price per acre for sale #1 is \$8,897 and the adjusted price per acre for sale #2 is \$8,739. No adjustment is made for its larger lot size.

Sale #3 is significantly smaller than the abutting property, therefore a downward adjustment of -40% has been made.

Access/Visibility:

The subject parcel has 1,180’ of contiguous frontage on NH Route 11 with two direct access points onto the parcel from Route 11. It has good access and good visibility.

Sale #1 is located on Commerce Parkway, just off of NH Route 11 in Farmington. Its access is inferior to the subject’s access and is partially visible from NH route 11. An upward adjustment of +20% has been made.

Sale #2 has approximately 699.51’ feet of mostly cleared, gently sloping frontage along McKeagney road making the parcel similar in accessibility to the subject parcel, requiring no adjustment. .

Sale #3 has a shared driveway from U.S. Route 4. Its only access is via a shared driveway, making this property inferior to the subject in accessibility. This parcel has very limited visibility from the road making it inferior to the subject property. An upward adjustment of +20% has been made for the inferior access and inferior visibility.

Site Characteristics: All 3 of the comparable sales are similar to the abutting property. They are mostly level with no unusual development constraints. Sale #2 does gently slope upward however development of the site does not appear hindered by this physical characteristic.

The Sales comparison grid on the next page illustrates the comparable sales and outlines the application of the adjustments.

Sales Comparison Grid - As If Assembled							
Item	Abutting Property	Comparable Sale 1		Comparable Sale 2		Comparable Sale 3	
Location	926 NH Route 11 Farmington, NH 03835	Commerce Parkway Route 11 Farmington, NH		McKeagney Road Tax Map 47 Lot 14 and 16 Milton, NH		69 L-3 Dover Road Chichester, NH	
Grantor/Grantee Recorded Book and Page		Wentworth Economic Dev. Corp./ Frisbee Girls Family Partnership SCRD 3866/924		Anna and Richard Johnson & Rheume J. Lamoureux Rev Trust/ Public Service Company of NH SCRD 4169/975 & SCR D 4130/251		Merrimack Timber Service, Inc./ Coleman Concrete Inc. SCRD 3432/450	
Sales Price	Estimate		\$170,000		\$435,000		\$300,000
Price Per Acre			\$5,268		\$8,264		\$25,063
Data Source		Public Records/Buyer		Public Records/Buyer		Public Records/ Buyer's Rep.	
Motivation		Abutter		Arms Length		Arm's Length	
Expenditures After Sale		Road construction	\$120,000	Current Use Penalty	\$25,000	Existing Building	(\$45,000)
Effective Sales Price			\$290,000		\$460,000		\$255,000
Date of Sale		Description	Adjustment	Description	Adjustment	Description	Adjustment
& Market Conditions Adj.		9/27/2010		5/23/2013		2/27/2014	
Adjusted Price per SF			\$8,987		\$8,739		\$21,303
Location	NH State Highway	Sl. Superior	-5%	Inferior	20%	Slightly Superior	-20%
Zoning	Commercial Business	Industrial Business		Commercial Residential		CVMF	
Site Area (Acres)	32.80	32.27		52.64		11.97	-40%
Access/Visibility	Good/Good	Inferior/ Inferior	+20%	Similar/Similar		Inferior/Inferior	+20%
Site Characteristics	Mostly level	Mostly level		Gently Sloping		Mostly level	
Net Adj. (Total)			+15%		+20%		-40%
Indicated Value of Subject			\$10,335		\$10,487		\$12,782
		Low		High		Mean	
		\$10,335		\$12,782		\$11,201	

Approved Surplus Property Valuation
.36 acres located on the Southerly side of NH Route 11, Farmington, NH
Owned by the State of New Hampshire

“As If Assembled” Valuation

In the hypothetical “As If Assembled” scenario, the abutting site consists of 32.80 acres supporting its current use. The site’s Highest and Best Use remains the same as in the “As Is” scenario even though the amount of road frontage will increase, potentially increasing the sites access.

Reconciliation – “As If Assembled”

In this analysis, the indicated values range from \$10,335 per acre to \$12,7827 per acre with a mean of \$11,201. Based on the foregoing, the unit value conclusion for the “As If Assembled” scenario is slightly higher than the “As Is” scenario, although its Highest and Best Use will remain the same. Therefore, the indicated site value of the fee simple interest in the “As If Assembled” scenario is calculated as follows:

$$\text{\$10,500 per acre} \times \text{32.80 acres} = \text{\$344,400}$$

$$\text{Rounded to} = \text{\$345,000}$$

Contributory Value

Based on an analysis of the best available comparable sales for the value of the State owned parcel, the estimated contributory value of the fee simple interest as of October 8, 2014 is:

“As If Assembled” Valuation	\$345,000
“As Is” Valuation	<u>- \$325,000</u>

$$\text{Contributory Value} = \text{\$20,000}$$

The contributory value calculated above reflects the value added by the property owner through what is in effect an assemblage. There are transaction costs as well as the time and effort needed to accomplish the assemblage that should result in an appropriate profit to the property owner. These factors are estimate to warrant a \$8,000 reduction in the subject property’s contributory value estimate, calculated below:

Estimated Contributory Value	\$20,000
Less: Estimated Transaction Costs and Profit	<u>\$8000</u>
Final Contributory Value Estimate	\$12,000

Appraisal Certification

I certify that to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analysis, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analysis, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have not appraised nor performed any valuation service for the subject property in the past three years.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analysis, opinions and conclusions were developed, and this report has been prepared in conformity with the requirements of the *Uniform Appraisal Standards for Federal Land Acquisitions*, the *Uniform Standards of Professional Appraisal Practice*, *New Hampshire Department of Transportation Right of Way Manual*, *Code of Professional Ethics* and the *Standards of Professional Practice of the Appraisal Institute* and *American Society of Appraisers*.
- I have made a personal on-site inspection of the property that is the subject of this report.
- Laura J. Davies, NHCG-529 provided significant real property appraisal assistance in the preparation of this appraisal report.



Carol A. Pittman
Appraiser

January 28, 2015
Date

D E E D O F W A R R A N T Y

THAT, WE, William H. Davenport and Catherine E. Davenport of Farmington
of Stratford County, State of New Hampshire, for considera-
tion paid, grant to The State of New Hampshire, with WARRANTY covenants,

A certain tract or parcel of land in the Town and Village of Farmington,
County and State as aforesaid, situated on the northeasterly side of High Street and
Central Street, so-called, bounded and described as follows:-

Being all of the Land owned by the Grantors that lies between said High
Street and Central Street on the southwest and a line that is fifty (50') feet distant
measured northeasterly from and parallel to the center line as shown on a Plan of Farm-
ington - New Durham Federal Aid Project No. F-216(5), P-45(2) for 1952 on file in the
Records of the U. S. Department of Public Works & Highways; between Mad River, so-called,
on the southeast near Station 39 + 50 and the Trotting Park Road, so-called, on the
northwest near Station 152 + 25. Containing two and nine tenths (2.90) acres, more or less.

IT BEING AGREED UPON between the Grantors and the Grantee herein as a part
of the consideration for which this deed is given, that the Grantors are to have the
buildings now standing on the land hereby conveyed subject to the following condition:-

That the buildings are to be removed by the Grantors from the above-
described premises without any additional cost to the Grantee and that such
removal of buildings is to be entirely completed on or before January 1st, 1953;
OTHERWISE said buildings are to become the property of the Grantee and the cost
of removing the same shall be deducted from the Balance of five hundred (\$500.00)
dollars which is being withheld until said buildings are removed.

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

and William H. Davenport,
He, Catherine E. Davenport / wife (husband), release to the said Grantee
all rights of dower (curtesy) and Homestead and other interests therein.

WITNESS our hands and seals this 5th day of November A. D., 1952.

WITNESS:

Thomas H. Davenport
to both

William H. Davenport
Catherine E. Davenport

STATE OF New Hampshire
County of Stratford

On this the 5th day of November, 1952, before me,
the undersigned officer, personally appeared,
William H. Davenport and Catherine E. Davenport known to me to
be the persons whose names are subscribed to the within instrument and acknow-
ledged that they executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand.
James C. Mellett
Justice of the Peace - Notary Public

Qualifications

Carol A. Pittman – Appraiser II

Experience:

September 2014-Present	NH Department of Transportation, Bureau of Right- of-Way Appraiser II
March 2007 – September 2014	NH Department of Transportation, Bureau of Right-of- Way, ROW Agent II
August 2003-MARCH 2007	The Gove Group Real Estate, Stratham, NH New Construction and Land Development Specialist
August 1995-August 2003	Carlson GMAC Real Estate, NH Licensed Real Estate Agent

Education:

Westfield State College, Westfield, MA – B.A. History

JMB Real Estate Academy-Principles of Real Estate Appraisal-2015

IRWA-304-When Public Agencies Collide-2013

Nat'l Business Institute- Title Law in New Hampshire-2011

IRWA – Ethics and the Right of Way Profession-2011

FHWA-NHI-141030-Advanced Relocation Under the Uniform Act-2009

FHWA-NHI-141031-Business Relocation Under the Uniform Act-2009

IRWA- 401 Appraisal of Partial Acquisitions-2008

FHWA-NHI-141043 Appraisal for Federal Aid Highway Programs-2007

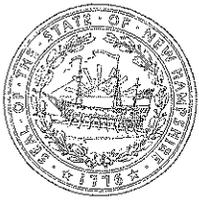
FHWA-NHI-Basic Relocation Under the Uniform Act-2007

Charlene Mason, School of Real Estate- 1997 and 2007

Professional Affiliations:

IRWA Member # 7896515
NH Licensed Real Estate Broker #046961

Approved Surplus Property Valuation
.36 acres located on the Southerly side of NH Route 11, Farmington, NH
Owned by the State of New Hampshire



State of New Hampshire

LRCP 15-001

DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF THE COMMISSIONER
25 Capitol Street – Room 120
Concord, New Hampshire 03301

LINDA M. HODGDON
Commissioner
(603) 271-3201

JOSEPH B. BOUCHARD
Assistant Commissioner
(603) 271-3204

January 23, 2015

The Honorable, Chairman
Long Range Capital Planning and Utilization Committee
Legislative Office Building – Room 201
Concord, New Hampshire 03301

REQUESTED ACTION

In accordance with RSA 4:40, authorize the Department of Administrative Services, Bureau of Court Facilities, to enter into a three (3) year Use of Premises Agreement with the County of Coos, PO Box 10, West Stewartstown, NH 03597 ("County") for state owned property located in the Coos County Superior Court, 55 School Street, Lancaster, NH. During the term of June 1, 2015 to May 31, 2018, the County shall pay the State \$168,732 for the leased office space located in the courthouse. **100% Agency Income.**

EXPLANATION

The County wishes to enter into a Use of Premises Agreement for state owned property comprised of 6,023 square feet of office space located in the Coos County Superior Court at 55 School Street, Lancaster, NH. The Department of Administrative Services, Bureau of Court Facilities, has no need for the space and will fiscally benefit from the lease agreement, while the County will benefit from close adjacency to daily court business. The rental rate has been calculated to cover the cost of operations and any amortized capital expenses.

The rental income to the State shall be as follows during the three (3) year term:

<u>FY15</u>	<u>FY16</u>	<u>FY17</u>	<u>FY18</u>	<u>Total</u>
\$4,549	\$54,725	\$56,372	\$53,086	\$168,732

The NH Council on Resources and Development ("CORD") committee met on November 3, 2004 and granted the request made by the Department of Administrative Services for blanket approval to enter into this type of agreement within state owned courthouses. A copy of this letter is attached.

The office of the Attorney General has reviewed and approved this agreement.

Respectfully Submitted,

Linda M. Hodgdon
Commissioner

AGREEMENT FOR USE OF PREMISES
At Coos County Superior Court, 55 School Street, Lancaster NH

This Agreement is made this 17th day of December, 2004, by and between the State of New Hampshire, Department of Administrative Services ("Department"), Bureau of Court Facilities, located at 25 Capitol Street, Room 115, Concord, New Hampshire 03301 and the **County of Coos, New Hampshire** ("County"), with a mailing address of PO Box 10, West Stewartstown, New Hampshire 03597.

The Department of Administrative Services hereby grants to the County, for a period of three (3) years, the right to use and occupy approximately **6,023 square feet of office space** (the "Premises") located on the first floor of the Coos County Superior Court, 55 School Street, Lancaster, New Hampshire. The 6,023 square feet is comprised of: 2,052 square feet of office space allocated to the Registry of Deeds, 1,010 square feet of office space allocated to the Sheriff's office, 1,700 square feet of office space allocated to the County Attorney, and 1,261 square feet of common space. Demise documentation has been provided (Exhibit A-Demise of space rented to Coos County) which includes a floor plan depicting the Premises showing the extent of the space for the County's exclusive use and all areas to be used in common with others; these documents have been reviewed, accepted, and agreed-to and signed by both parties and placed on file and shall be deemed as part of this Agreement. The County may use the Premises only for the purpose of providing the office space for the Registry of Deeds, Sheriff's Office and County Attorney as herein described and such other lawful uses incident thereto. The County shall have the right to use in common, with others entitled thereto, the parking areas, hallways, stairways, and elevators that may be necessary for access to the Premises and the lavatories appurtenant to the Premises. The County shall have the right to access and occupy the Premises prior to, during, and after the close of the Court's regular business hours. The County shall have no right to access restricted areas in the courthouse.

The use and occupancy by the County pursuant to this Agreement is granted subject to the following conditions:

1. **Term:** Subject to the provisions of Section 26 herein, the term of this Agreement shall be three (3) years, commencing on June 1, 2015 and continuing through the 31st day of May 2018 unless terminated earlier by either party as provided hereunder.
2. **Rent:** The County agrees to pay rent, which is due without demand to the Department on the first day of each month in accordance with the following schedule of annual rent:
 - 2.1 June 1, 2015 through May 31, 2016: approximately \$9.06 per square foot, which is \$4,549.00 per month, \$54,588.00 annually.
 - 2.2 June 1, 2016 through May 31, 2017: approximately \$9.33 per square foot, which is \$4,686.00 per month, \$56,232.00 annually.
 - 2.3 June 1, 2017 through May 31, 2018: approximately \$9.61 per square foot, which is \$4,826.00 per month, \$57,912.00 annually.

Total Rent Due for the three-year Term: \$168,732.00

Initials: BJG
JMB
Date: 12-17-14

3. Condition of Leased Premises: The County has inspected and knows the condition of the Leased Premises. It is understood that the Premises is in "as is" condition without any representation or obligation on the part of the Department to make any alterations, repairs, or improvements.
4. Utilities: The Department shall be responsible for arranging for and making payment directly to the provider of all utility services required for the leased premises, except for telephone and computer networking services. The County will pay directly to the provider all costs associated with their telephone services and Computer networking services. The Department shall not be responsible for any claims or damages arising from interruption in utility services.
5. Janitorial Services and Maintenance by the Department: The Department shall provide janitorial services and maintenance to the Leased Premises, repairing and maintaining the building and grounds to which the Premises are a part at its own expense. Provision of janitorial services shall include trash removal from the Leased Premises and snowplowing or snow removal services for the parking areas and building entrances.
6. Maintenance by the County: The County shall maintain their own equipment, such as computer servers, back-up generators, copiers and other equipment at their sole expense. The County will exercise due diligence in protecting the Leased Premises against damage or destruction by fire, vandalism, theft, weather or other causes and maintain them in good order and condition.
7. Recycling: The County shall participate in the Department's recycling program. The Department shall provide the necessary containers to be strategically located throughout the facility and the County will partake and dispose of recyclable materials at the designated areas.
8. Repair of Damages to the Leased Premises: The County shall, at its own expense, promptly repair or replace to the satisfaction of the Department any property damaged or destroyed by the County, its employees or agents, incident to its exercise of the privileges granted herein. Alternatively, if required by the Department or requested by the County and agreed to by the Department, the County shall pay the Department money in an amount sufficient to compensate for the loss sustained by the Department for said damage to or destruction of the property. When requesting payment for loss or damage the Department shall submit an itemized invoice to the County documenting all costs.
9. Improvements and Renovations: No addition to or alterations or improvement of the Leased Premises shall be made without prior written consent of the Department, which consent shall not be unreasonably withheld.
10. Compliance with Laws: The County will at all times during the existence of this Agreement, promptly observe and comply with, at its sole cost and expense, the provisions applicable to the Leased Premises of all applicable federal, state and local laws, rules, regulations, and standards.
11. Quiet Enjoyment: The Department covenants and agrees the County's quiet and peaceful enjoyment of the Premises shall not be disturbed or interfered with by the Department, or any person claiming by, through or under the Department. Routine maintenance or inspection of the Premises shall be

scheduled with the County in advance, to occur during a mutually agreeable time frame, and to be negotiated in good faith by both parties. Notwithstanding the provisions of this section, the County agrees and covenants that in the event of an emergency requiring the Department to gain immediate access to the Premises, access shall not be denied.

12. Insurance or Pooled Risk Coverage by the County: During the period this Agreement is in effect, the County shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor to obtain and maintain in force, both for the benefit of the State, with respect to the Premises and the property of which the Premises are a part, comprehensive general liability insurance against all claims of bodily injury, death, or property damage, occurring on, in, or about the premises. Such insurance or pooled risk coverage shall provide minimum protection limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any insurance policies, if insurance is chosen over pooled risk coverage, shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State and authorized to do business in the State of New Hampshire. Each insurance policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than ten (10) days after written notice has been received by the State. Each insurance policy shall name the Department as additional insured. In the event the County utilizes pooled risk coverage, the Department shall be named as an additional covered party but only with respect to claims arising solely out of the negligent acts or omissions of the County or its agents, within the scope of their employment, in connection with their use of the Premises and subject to the provisions of the pooled risk coverage document.

13. Self-insurance by the Department: The Department is an administrative unit of the State of New Hampshire and which is self-insured.

14. Indemnification: The County will defend, indemnify and hold harmless the Department from and against any and all losses suffered by the Department, and from and against any and all claims, liabilities or penalties asserted by, or on behalf of, any person, firm, corporation, or public authority:

14.1 Acts or Omissions of County: On account of, or based upon, any injury to a person or loss or damage to property, sustained or occurring, or which is claimed to have been sustained or to have occurred on or about the Lease Premises, on account of or based upon the act, omission, fault, negligence or misconduct of the County, its agents, servants, contractors, or employees.

14.2 County's Failure to Perform Obligations: On account of or resulting from, the failure of the County to perform and discharge any of its covenants and obligations under this Lease and, in respect to the foregoing from and against all costs, expenses (including reasonable attorney's fees) and liabilities incurred in, or in connection with, any such claim, or any action or proceeding brought thereon; and in the case of any action or proceeding being brought against the Department by reason of any such claim, the County, upon notice from Department shall at County's expense resist or defend such action or proceeding.

14.3 Departments Acts or Omissions Excepted: Notwithstanding the foregoing, nothing contained in this section shall be construed to require the County to indemnify the Department for any loss or damage resulting from the acts, omissions, fault, negligence or misconduct of the Department or its agents, servants, contractors and employees. Notwithstanding the foregoing, nothing herein

contained shall be deemed to constitute a waiver of the sovereign immunity of the State of New Hampshire, which immunity is hereby reserved to the State.

15. Fire and Casualty: Should a substantial portion of the Premises, or of the property of which they are a part, be substantially damaged by fire or other causality, the Department or the County may elect to terminate this Lease. When such fire or causality renders the Premises substantially unsuitable for their intended use, a just and proportionate abatement of the rent shall be made as of the date of such fire or causality, until such time as the Department repairs the Premises, provided however, that the County may elect to terminate this lease if:

- a. Department's Failure to Provide: The Department fails to provide written notice within thirty (30) days of the causal event of their intention to restore the Premises or:
- b. Department's Failure to Repair: The Department fails to restore the Premises to a condition that is substantially suitable for their intended use within ninety (90) days of said fire, or causality. The Department reserves, and the County grants to the Department, all rights which the Department may have for damages or injury to the Premises, except for damage to the County's fixtures, property, or equipment or any award for the County's moving expenses.

16. Event of Default; Termination by the Department and the County:

a. Event of Default; Department's Termination: In the event that:

- i. County's Failure to Pay Rent: The County shall default in the payment of any installment of the rent, or any other sum herein specified, and such default shall continue for thirty (30) days after written notice thereof; or:
- ii. County's Breach of Covenants, etc.: The County shall default in the observation of or performance of any other of the County's covenants, agreements, or obligations hereunder and such default is not corrected within thirty (30) days of written notice by the Department to the County specifying such default and requiring it to be remedied then: The Department may serve ten (10) days written notice of cancellation of this Lease upon the County, and upon the expiration of such ten days, this Lease and the Term hereunder shall terminate. Upon such termination the Department may immediately or any time thereafter, without demand or notice, enter into or upon the Premises (or any part thereon) and repossess the same.

b. Department's Default; County's Remedies: In the event that the Department defaults in the observance of any of the Department's covenants, agreements and obligations hereunder, and such default shall materially impair the habitability and use of the Premises by the County, and is not corrected within thirty (30) days of written notice by the County to the Landlord specifying such default and requiring it to be remedied, then the County at its option, may serve a written ten (10) day notice of cancellation of this Lease upon the Department, and upon the expiration of such a ten day period the Lease shall terminate. If any such default of the Landlord does not materially impair the habitability and use of the Premises by the County, the Department shall cure such default within thirty (30) days of written notice or within a

reasonable alternative amount of time agreed upon in writing by County, failing which, the County may terminate this Lease upon ten (10) days written notice to Department.

- c. Rights Hereunder: The rights granted under this Section are in addition to, and not in substitution for, any rights or remedies granted herein to the parties, or any rights or remedies at law, or in equity.
17. Termination by the Department or the County: Either party may terminate this Agreement upon sixty (60) days prior written notice to the other.
18. Surrender of Leased Premises: No later than ninety (90) days prior to the expiration of the term herein, the County shall give notice to the Department of its intention to either vacate the Premises at the end of the term, or to enter into negotiations with the Department for a renewal agreement. On or before the date of expiration of this Agreement, the County shall vacate the premises, remove its personal property there from and quit and surrender the leased premises restored to good condition, reasonable use and wear thereof excepted. If the County shall fail to remove its personal property and so restore the premises, then at the option of the Department, such property shall either become property of the State without compensation therefore, or the Department may cause the property to be removed and the premises to be restored at the expense of the County and no claim of damage against the Department, the State, or its officers, employees, or agents, shall be created by or made on account of such removal and restoration work.
19. Assignment: This Agreement shall not be transferred or assigned.
20. Amendment: This Agreement may only be modified or amended by mutual agreement in writing and signed by the parties and approved by Governor and Council.
21. Sovereign Immunity: No provision of this agreement is intended to be, nor shall it be, interpreted by either party to be a waiver of sovereign immunity.
22. Enforcement: No failure by the State to enforce any provisions hereof after any default shall be deemed a waiver of its rights with regard to that event or any subsequent event.
23. Governing Law: This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.
24. Third Parties: The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
25. Effective Date of Agreement; Approval Contingency: This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings. EFFECTIVE DATE OF AGREEMENT: This Agreement shall not become effective until it is approved by all parties having authority on behalf of the State of New Hampshire, including the Long Range Capital Planning & Utilization Committee and the Governor and Executive Council on the behalf of the Department, and by the County of Coos acting through its Board of Commissioners on

behalf of the County. In the event that said approval and funding requests are denied, then this Lease shall thereupon immediately terminate, and all obligations hereunder of the parties hereto shall cease.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 17th day of December 2014.

**The State of New Hampshire
Department of Administrative Services**

By: Linda M. Hodgdon
Linda M. Hodgdon, Commissioner

**County of Coos, New Hampshire, by its
Board of Commissioners**

By: Thomas M. Brady
Title: Chairman - Thomas M. Brady

By: Paul R. Grenier
Title: Vice Chairman - Paul R. Grenier

By: Richard Samson
Title: Clerk - Richard Samson

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE OF NEW HAMPSHIRE

Personally appeared before me the undersigned officers, the above named Thomas M. Brady, Paul R. Grenier and Richard Samson, known or satisfactorily proven to be the person whose names are signed above, and acknowledged that s/he executed this document in the capacity indicated above on this 17th day of December 2014.

Carrie R. Klebe
Justice of the Peace/Notary Public

My commission expires 5-11-16

This Is To Certify that the above Agreement has been reviewed by the Office of the Attorney General and approved as to form, substance, and execution this 2nd day of February 2015.

Rosmary Hitt
Signature

Approved by Governor and Council this _____ day of _____, 2015.
Agenda Item No: _____.

RLB
RG
Initials: TMB
Date: 12-17-14

CERTIFICATE FOR MUNICIPALITIES

I, (insert name) Richard Samson, of (insert Municipality name) The County of Coös, do hereby certify to the following assertions:

- 1. I am a duly elected and acting Clerk/Secretary for the Municipality documented above, which is in the State of (insert name of State) New Hampshire
2. I maintain and have custody of, and am familiar with, the minute books of the Municipality;
3. I am duly authorized to issue certificates with respect to the contents of such books;
4. The following are true, accurate and complete copies of the resolutions adopted during an official meeting of the Municipality. Said meeting was held in accordance with the laws and by-laws of the State, upon the following date:(insert meeting date) 12/17/2014.

RESOLVED: That this Municipality shall enter into a contract with the State of New Hampshire, acting by and through the Board of Commissioners

providing for the performance by this Municipality of certain services as documented within the foregoing Lease, and that the official listed, (document the title of the official authorizing the contract, and document the name of the individual filling that Paul R. Grenier Vice Chairman of the Board of Commissioners, on behalf of this Municipality, is authorized and directed to enter the said lease contract with the State of New Hampshire, and that they are to take any and all such actions that may be deemed necessary, desirable or appropriate in order to execute, seal, acknowledge and deliver any and all documents, agreements and other instruments on behalf of this Municipality in order to accomplish the same.

RESOLVED: That the signature of the above authorized party or parties of this Municipality, when affixed to any instrument of document described in, or contemplated by, these resolution, shall be conclusive evidence of the authority of said parties to bind this Municipality, thereby:

- 5. The foregoing resolutions have not been revoked, annulled, or amended in any manner what so ever, and remain in full force and effect as of the date hereof;
6. The following person or persons have been duly elected to, and now occupy, the Office or Offices indicated: (fill the appropriate names of individuals for each titled position)

Municipality Mayor: Thomas M. Brady
Municipality Clerk: Richard Samson
Municipality Treasurer: Frederick W. King

IN WITNESS WHEREOF: As the Clerk/Secretary of this municipality, I sign below upon this date: (insert date of signing) December 17, 2014

Clerk/Secretary (signature Richard J. Samson)
In the State and County of: (State and County names) New Hampshire, County of Coös

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE New Hampshire, COUNTY OF: Coös UPON THIS DATE (insert full date) 12/17/14, appeared before me (print full name of notary) Carrie R Klebe, the undersigned officer personally appeared (insert officer's name) Richard Samson

who acknowledged him/herself to be (insert title, and the name of municipality) Clerk of the Coös County Board Of Commissioners and that being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained, by signing by him/herself in the of the Municipality.

In witness whereof I hereunto set my hand and official seal. (Provide signature, seal and expiration of commission)

Carrie R Klebe My commission Expires 5/1/16.

New Hampshire Council on Resources and Development

Office of Energy and Planning
1 Regional Drive, Concord, NH 03301
Phone: 603-271-2155 | Fax: 603-271-2615



TDD Access: Relay NH
1-800-735-2964

November 29, 2004

Donald S. Hill, Commissioner
Department of Administrative Services
State House Annex, Room 120
25 Capitol Street
Concord, NH 03301

Dear Commissioner Hill:

The Council on Resources and Development (CORD) met on November 3, 2004 and considered the request of the Department of Administrative Services for a blanket approval pursuant to RSA 4:40 to permit the Department to lease space within state owned courthouses. CORD agreed to grant this request, subject to the condition that such leases should be limited to county and municipal entities that contribute to the efficient operation of the courts.

If you have any questions about this matter, please feel free to call me at 271-2155.

Sincerely,


Mary Ann Manoogian
Chairman

cc: Peter Goodwin



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

<i>Participating Member:</i>		<i>Member Number:</i>		<i>Company Affording Coverage:</i>	
Coos County PO Box 10 West Stewartstown, NH 03597		602		NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply		
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2014	7/1/2015	Each Occurrence	\$ 1,000,000	
			General Aggregate	\$ 2,000,000	
			Fire Damage (Any one fire)		
			Med Exp (Any one person)		
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)		
			Aggregate		
<input type="checkbox"/> Workers' Compensation & Employers' Liability			<input type="checkbox"/> Statutory		
			Each Accident		
			Disease -- Each Employee		
			Disease -- Policy Limit		
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)		
Description: With regards to County Office lease. The certificate holder is named as Additional Covered Party, but only to the extent liability is based solely on the negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party, or their employees, agents, contractors, members, officers, directors or affiliates is not covered.					

CERTIFICATE HOLDER:	<input checked="" type="checkbox"/>	Additional Covered Party	<input type="checkbox"/>	Loss Payee	Primex ³ - NH Public Risk Management Exchange
					By: <i>Tammy Dewar</i>
State of NH Bureau of Court Facilities 25 Capitol St, Room 115 Concord, NH 03301					Date: 11/12/2014 tdenver@nhprimex.org
					Please direct inquiries to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Coos County PO Box 10 West Stewartstown, NH 03597	Member Number: 602	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
---	------------------------------	--

Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not
General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence General Aggregate Fire Damage (Any one fire) Med Exp (Any one person)
Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident) Aggregate
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2014 1/1/2015	1/1/2015 1/1/2016	<input checked="" type="checkbox"/> Statutory Each Accident \$2,000,000 Disease - Each Employee \$2,000,000 Disease - Policy Limit \$
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange By: <i>Tammy Dewar</i> Date: 12/18/2014 tdenver@nhprimex.org Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax
State of NH Bureau of Court Facilities 25 Capitol St, Room 115 Concord, NH 03301			



Virginia M. Barry, Ph.D.
 Commissioner of Education
 Tel. 603-271-3144

Paul Leather
 Deputy Commissioner of Education
 Tel. 603-271-3801

STATE OF NEW HAMPSHIRE
 DEPARTMENT OF EDUCATION
 101 Pleasant Street
 Concord, N.H. 03301
 FAX 603-271-1953
 Citizens Services Line 1-800-339-9900

January 26, 2015

Chair
 Long Range Capital Planning and Utilization Committee
 L.O.B. – Room 201
 Concord, New Hampshire 03301

REQUESTED ACTION

Pursuant to NH RSA 4:40, the Department of Education, Division of Career Technology and Adult Learning, Bureau of Vocational Rehabilitation (the "Tenant"), requests approval of the attached ten-year lease agreement with Haverford Hathaway, LLC, P11 Court Street, Suite 100, Exeter, NH 03833 (the "Landlord") for 7,004 square feet of space to be provided in an existing building located at One Sundial Avenue, Manchester, NH. The effective date of the agreement will be March 31, 2015, with occupancy and rental payments commencing three (3) months later (providing time for fit-up) on July 1, 2015, and expiring ten (10) years later on June 30, 2025.

EXPLANATION

The Department wishes to enter into the enclosed ten-year lease agreement. Approval of the proposed lease will authorize the "fit-up" and provision of a new Manchester Regional Vocational Rehabilitation Office space within an existing, five story multi-tenant commercial/industrial facility, located at One Sundial Avenue, Manchester, NH. Upon completion of renovation, approximately 7,004 square feet of fully "wheelchair accessible" office space will be provided and will include a secure open office area for fifteen staff, five interview rooms, a training room, a secure reception area, conference rooms, a staff lounge and a client entrance and waiting area. The proposed space will replace the current Vocational Rehabilitation Regional Office, located at 195 McGregor Street, Manchester, NH.

The Department undertook an extensive lease renewal negotiation effort with the current Landlord; they submitted a proposal, however the proposed rental rates are excessive. The Department of Education initiated a Request for Proposal (RFP) in an effort to determine the current market rate per square foot in the Manchester area and to search for new office space. At present, there are no current or long-term plans to move Vocational Rehabilitation into any existing State owned facility or to fund construction of a new State owned facility.

During the last twelve months, the Department initiated two Requests for Proposals (RFP) space searches for the Vocational Rehabilitation Manchester Regional Office. The first Request for Proposal (RFP) was issued on February 7, 2014 and procured six "letters of interest" offering leasehold office space. After initial site reviews, however, no proposed properties were viable; therefore a second Request for Proposal (RFP) was undertaken on April 29, 2014. Six "letters of interest" resulted from the second RFP. Three of the properties offered moved forward and met the criteria to enter into Phase II Design Development of the Request for Proposal (RFP) process which produced the following proposals:

- Haverford Hathaway, LLC: Offered a ten-year lease for 7,004 square feet (6,375 usable space) of renovated office space located at One Sundial Center, Manchester, NH.
- Brady Sullivan: Offered a ten-year lease for 7,491 square feet (5,739 square feet usable space) of renovated space located at 228 Maple Street, Manchester, NH.
- The Maestro Fund: Offered a ten-year lease for 7,913 square feet (7,194 usable space) at our current location, 195 McGregor Street, Manchester, NH.

All three of the proposals were evaluated to determine which proposal most closely matched the specified criteria at the lowest cost.

Haverford Hathaway, LLC offered the most attractive offer for a ten-year "full gross" lease, including all costs and services, for 7,004 square feet (6,375 usable space) of renovated office space located at One Sundial Center, Manchester, NH. The ten year lease proposal was offered at \$1,373,481.00 total for the ten-year term, \$122,571.00 year one, which is \$17.50 per square foot, with 2.5% annual escalation thereafter. This cost per square foot demonstrates an immediate advantage when comparing the rental cost of \$20.00 per square foot that Vocational Rehabilitation is currently paying. The proposed rent includes provision of all fit-up. The proposed site is an existing five story office/commercial/industrial facility located in Manchester, NH, with excellent highway and public transportation access and adequate parking.

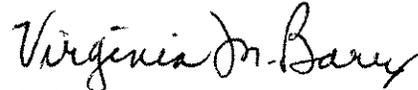
Brady Sullivan offered a ten-year "full gross" lease, including all costs and services, for 7,491 square feet (5,739 square feet usable space) of renovated office space located at 228 Maple Street, Manchester, NH. The office space would be situated on two floors. The non-contiguous workspace makes it unsuitable for Vocational Rehabilitation's business needs. The spatial restraints made this offer non-viable. The ten-year lease proposal was offered at \$1,197,114.52. It is the lowest cost however the usable square footage is 636 less than the Haverford Hathaway, LLC property located at One Sundial Avenue.

The Maestro Fund (the current Landlord) offered a ten-year "full gross" lease, including all costs and services, for 7,913 square feet (7,194 usable space) of renovated office space located at our current location, 195 McGregor Street, Manchester, NH. The ten-year lease proposal was offered at \$2,358,470.00, which is \$26.00 per square foot with 3.0% annual escalation making the offer cost prohibitive. The proposed site is an existing four story commercial condominium facility located in Manchester, NH, with good highway and public transportation access but limited parking.

Haverford Hathaway, LLC's ten-year lease proposal was selected due to its comparatively low cost and conformance to the Request for Proposal Specifications which required the provision of fully accessible space for persons with disabilities, and adequate space for secure staff office space. See "Attachment A" for disclosure of the ten-year rental schedule.

The Office of the Attorney General has reviewed and approved this lease agreement; your favorable consideration is requested.

Respectfully submitted,

A handwritten signature in cursive script that reads "Virginia M. Barry".

Virginia M. Barry, Ph.D.
Commissioner of Education

Attachment A: Rental Schedule

Rent for Tenant's Ten Year Term:

SFY	Lease Payment Dates	Approximate Cost per SF	Annual	% Escalation
2016	07/01/15 – 06/30/16	\$17.50	\$ 122,571.00	2.5%
2017	07/01/16 – 06/30/17	\$17.94	\$ 125,652.00	2.5%
2018	07/01/17 – 06/30/18	\$18.39	\$ 128,802.00	2.5%
2019	07/01/18 – 06/30/19	\$18.85	\$ 132,024.00	2.5%
2020	07/01/19 – 06/30/20	\$19.32	\$ 135,318.00	2.5%
2021	07/01/20 – 06/30/21	\$19.80	\$ 138,678.00	2.5%
2022	07/01/21 – 06/30/22	\$20.30	\$ 142,182.00	2.5%
2023	07/01/22 – 06/30/23	\$20.81	\$ 145,752.00	2.5%
2024	07/01/23 – 06/30/24	\$21.33	\$ 149,394.00	2.5%
2025	07/01/24 – 06/30/25	\$21.86	\$ 153,108.00	2.5%
TOTAL			\$1,373,481.00	



Virginia M. Barry, Ph.D.
Commissioner of Education
Tel. 603-271-3144

Paul Leather
Deputy Commissioner of Education
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STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, N.H. 03301
FAX 603-271-1953
Citizens Services Line 1-800-339-9900

January 26, 2015

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Education, Division of Career Technology and Adult Learning, Bureau of Vocational Rehabilitation to enter into a lease agreement with Haverford Hathaway, LLC, P11 Court Street, Suite 100, Exeter, NH 03833 (vendor code 263989) for a ten-year term. The effective date of the Agreement will be March 31, 2015 with occupancy and rental payments commencing three (3) months later (providing time for fit-up) on July 1, 2015 and expiring ten (10) years later on June 30, 2025. The total cost of the lease is \$1,373,481.00 and the annual cost for the first twelve (12) months of the lease is \$122,571.00 which is \$17.50 per square foot. The space is comprised of 7,004 gross square feet (SF) located at One Sundial Avenue, Suite 201N, Manchester, NH.

14% State 86% Federal

Funding for this lease is available pending legislative approval of the next five biennial budgets according to Attachment A.

EXPLANATION

The current lease for office space located at 195 McGregor Street, Manchester, NH is due to expire on September 15, 2015 with plans to relocate to 1 Sundial Avenue, Suite 201N, Manchester, NH on July 1, 2015. As required by Administrative Rule ADM 610.04, a "Request for Proposal" for leased space was posted in the Manchester Union Leader's "Public Notice" section on February 7, 2014 and April 29, 2014. The notice was also posted concurrently on the Department of Administrative Services' Bureau of Planning and Management's website, which provides a statewide listing of all leases.

Six letters of interest resulted from the first public notice. Upon initial site reviews, no proposed properties were found to be viable for Vocational Rehabilitation's program needs. VR elected to re-post the RFP.

Six additional letters of interest resulted from the second public notice. The initial site reviews of the proposed properties resulted in three moving forward and each submitted draft layouts. Three of the concept drawings were viable and design build plans were submitted with proposals: Brady Sullivan, Haverford Hathaway, LLC and The Maestro Fund.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
January 26, 2015
Page two

Brady Sullivan offered 7,491 SF (5,739 SF usable space) located at 228 Maple Street at \$1,197,114.52; Haverford Hathaway, LLC offered 7,004 SF (6,375 usable space) at \$1,373,481.00; and the current Landlord, The Maestro Fund offered 7,913 SF (7,194 usable space) at \$2,358,470.00.

The Brady Sullivan property at 228 Maple Street is situated on two floors. The non-contiguous workspace makes it unsuitable for Vocational Rehabilitation's business needs. The spatial restraints make this offer non-viable. It is the lowest cost however the usable square footage is 636 less than the Haverford Hathaway, LLC property located at One Sundial Avenue.

The Maestro Fund offered their property located at 195 McGregor Street. The proposed ten-year lease is cost prohibitive.

The Haverford Hathaway, LLC's Sundial Center ten-year lease proposal was selected due to its comparatively low cost and conformance to the request for proposal specifications which required the provision of fully accessible space for persons with disabilities. Prior to the commencement of the rental term the proposed new space will be renovated in its entirety to the agency's specifications.

The lease rate is structured to be payable as a full gross lease, inclusive of real estate taxes, insurance, janitorial and common area maintenance (including snow plowing, snow removal, general repairs and maintenance, HVAC repairs and maintenance, electrical repairs and maintenance, water and sewer, and landscaping). Vocational Rehabilitation will be responsible for direct payment to the service providers for telephone, data and/or cable/video services.

This rate structure will prove advantageous. The immediate advantage is demonstrated when comparing the rental cost of \$20.00 per square foot that Vocational Rehabilitation is currently paying, compared to the first six years of the Lease Agreement with Haverford Hathaway, LLC (see Attachment A).

Approval of the lease will allow the Department of Education to continue to provide services to the citizens in the Manchester area in an efficient and uninterrupted manner.

Respectfully submitted,



Virginia M. Barry, Ph.D.
Commissioner of Education

Attachment A

SFY	Cost per SF	Annual	Field Programs-Match 06-56-565510-4020-022-500248	Blind Program-State 06-56-565510-4030-022-500248	Career Tech & Adult Learn-Admin 06-56-565510-4082-022-500248	% Escalation
2016	\$17.50	\$ 122,571.00	\$ 103,252.00	\$ 6,793.00	\$ 12,526.00	2.5%
2017	\$17.94	125,652.00	\$ 106,333.00	\$ 6,793.00	\$ 12,526.00	2.5%
2018	\$18.39	128,802.00	\$ 109,483.00	\$ 6,793.00	\$ 12,526.00	2.5%
2019	\$18.85	132,024.00	\$ 112,705.00	\$ 6,793.00	\$ 12,526.00	2.5%
2020	\$19.32	135,318.00	\$ 115,999.00	\$ 6,793.00	\$ 12,526.00	2.5%
2021	\$19.80	138,678.00	\$ 119,359.00	\$ 6,793.00	\$ 12,526.00	2.5%
2022	\$20.30	142,182.00	\$ 122,863.00	\$ 6,793.00	\$ 12,526.00	2.5%
2023	\$20.81	145,752.00	\$ 126,433.00	\$ 6,793.00	\$ 12,526.00	2.5%
2024	\$21.33	149,394.00	\$ 130,075.00	\$ 6,793.00	\$ 12,526.00	2.5%
2025	\$21.86	153,108.00	\$ 133,789.00	\$ 6,793.00	\$ 12,526.00	2.5%
TOTAL		\$1,373,481.00	\$1,180,291.00	\$67,930.00	\$125,260.00	

3.2 Occupancy Term: Occupancy of the Premises and commencement of rentals payments shall be for a term (hereinafter called the "Term") of Ten (10) year(s) commencing on the 1st day of July in the year 2015, unless sooner terminated in accordance with the Provisions hereof.

3.3 Delay in Occupancy and Rental Payment Commencement: In the event of the Effective Date of the Agreement being prior to that which is set forth for Occupancy Term in 3.2. herein, commencement of the Tenant's occupancy of the Premises and payment of rent shall be delayed until construction and/or renovation of the Premises is complete and a copy of the "Certificate of Occupancy" (if said certificate is required by the local code enforcement official having jurisdiction) for the Premises has been delivered to the Tenant; the parties hereto agree this shall be upon the date set forth in 3.2 Occupancy Term herein. Upon this date the Tenant shall commence payment of rent in conformance with the terms and conditions herein and as set forth in the Schedule of Payments included and attached hereto as "Exhibit A". Notwithstanding the foregoing, commencement of occupancy and rental payments shall be further conditioned upon all other terms and conditions set forth in the Agreement herein.

A) "Completion" defined as "Substantial Completion": Notwithstanding anything contained in the Agreement to the contrary, it is understood and agreed by both Parties that "complete" shall mean "substantially completed". "Substantial Completion" is defined as no leasehold improvement deficiencies that would unreasonably adversely affect the Tenant's occupancy and/or business operations, nor would the installation or repairs of such deficiencies unreasonably adversely affect the Tenant's business operation. Notwithstanding the foregoing, nothing shall relieve the Landlord from their responsibility to fully complete all agreed renovations set forth or attached hereto.

3.4 Extension of Term: The Tenant shall have the option to extend the Term for (*number of options*) N/A Additional term(s) of N/A year(s), upon the same terms and conditions as set forth herein. Notice from the Tenant exercising their option to extend the term shall be given by the Tenant delivering advance Written notice to the Landlord no later than thirty (30) days prior to the expiration of the Term, or any extensions thereof.

3.5 Conditions on the Commencement and Extension of Term:

Notwithstanding the foregoing provisions, it is hereby understood and agreed by the parties hereto that this lease and the commencement of any Term, and any amendment or extension thereof, is conditioned upon its' approval by the Governor and Executive Council of the State of New Hampshire and, in the event that said approval is not given until after the date for commencement of the Term, the Term shall begin on the date of said approval. In the event that said approval request is denied, then this Lease shall thereupon immediately terminate, and all obligations hereunder of the parties hereto shall cease.

4. Rent:

4.1 Rent: During the Term hereof and any extended Term, the Tenant shall pay the Landlord annual rent (hereinafter called the "Rent") payable in advance at the Landlord's address set forth in Section 1 above, in twelve equal monthly installments. The first such installment shall be due and payable on the following date:
(*insert month, date and year*) July 1, 2015

The rent due and payable for each year of the term, and any supplemental provisions affecting or escalating said rent or specifying any additional payments for any reason, shall be as set forth in a Schedule of Payments made a part hereto and attached herein as "Exhibit A".

4.2 Taxes and other Assessments: The Landlord shall be responsible for, and pay for, all taxes and other assessment(s) applicable to the Premises.

Landlord Initials: 

Date: 7/5/15

5. **Conditional Obligation of the State:**

Notwithstanding any provisions of this Lease to the contrary, it is hereby expressly understood and agreed by the Landlord that all obligations of the Tenant hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the Tenant be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the Tenant shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Lease in whole or in part immediately upon giving the Landlord notice of such termination. The State shall not be required to transfer funds from any other account in the event funding for the account from which the "rent" specified for the lease herein is terminated or reduced. It is further expressly understood and agreed by the Landlord that in the event the State of New Hampshire makes available State owned facilities for the housing of the Tenant the Tenant may, at its' option, serve thirty (30) days written notice to the Landlord of its intention to cancel the Lease in whole or in part. Whenever the Tenant decides to cancel the Lease in whole or in part under this Section the Tenant shall vacate all or part of the Premises within a thirty (30) day period. The Lease to the portion of the Premises vacated shall henceforth be canceled and void, while the Lease to the portion of the Premises still occupied shall remain in effect, with a pro rata abatement of the rent made by the parties hereto.

6. **Utilities:** *Select one of the following standard clauses specifying the party(s) responsible for the provision of utilities indicating the applicable clause with an "x". If neither clause provides an adequate or accurate explanation provide a detailed explanation as a "Special Provision" in "Exhibit D" herein.*

The Landlord shall furnish all utilities and the Tenant shall remit reimbursement for their provision no later than thirty (30) days after receipt of Landlord's copy of the utility invoice(s). Any exceptions to the forgoing specifying certain utilities which the Landlord will provide with no reimbursement payment from the Tenant shall be listed in the space below:

Exceptions: _____

OR:

The Landlord shall at their own and sole expense furnish all utilities, the Tenant shall make no reimbursement. Any exceptions to the forgoing specifying certain utilities that the Tenant shall be responsible for arranging and making direct payment to the provider thereof shall be listed in the space below:

Exceptions: Tenant shall be solely responsible for provision and cost of: telecommunications, data services, and security system installation and service.

6.1 General Provisions: The Landlord agrees to furnish heat, ventilation and air-conditioning to the Premises in accordance with current industry standards as set forth by the American Industrial Hygiene Association or AIHA and the American Society of Heating, Refrigeration and Air-Conditioning Engineers, Inc. or ASHRAE during the Tenant's business hours, the indoor air temperature of the Premises shall range from 68° F to 75° F during the winter, and 69° F to 76° F in the summer; if humidity control is provided relative humidity in the Premises shall range from 30% to 60%. During the Tenant's business hours heating, ventilation and air-conditioning shall also be provided to any common hallways, stairways, elevators and lavatories which are part of the building to which the Premises are a part. The Tenant agrees that provision of heating, ventilation and air-conditioning is subject to reasonable interruptions due to the Landlord making repairs, alterations, maintenance or improvements to the system, or the infrequent occurrence of causes beyond the Landlord's control. All Heating and Ventilation Control systems and filters shall be cleaned and maintained by the Landlord in accordance with ASHRAE and AIHA standards, and in conformance with the provisions of Section 8 "Maintenance and Repair" herein, and in a manner sufficient to provide consistent compliance with the State of New Hampshire's Clean Indoor Air Standards" (RSA 10:B). If the premises are not equipped with an air handling system that provides centralized air-conditioning or humidity control the provisions set forth herein regarding these particular systems shall not apply.

6.2 Sewer and Water Services: The Landlord shall provide and maintain in good and proper working order all sewer and water services to the Premises. Provision of said services shall include payment of all charges, expenses or fees incurred with provision of said services. All sewer and water services shall be provided and maintained in conformance with all applicable regulatory laws and ordinances.

Landlord Initials: 
Date: 11/5/15

6.3 Electrical and Lighting: The Landlord shall furnish all electrical power distribution, outlets and lighting in compliance with the most current National Electrical Code standards. Lighting fixtures throughout the Premises shall be capable of providing illumination levels in accordance with ANSI/IES Standards for Office Lighting in effect on the date of commencement of the term herein. Lighting for exterior areas and other applications shall conform to the recommended levels in the current IES Lighting Handbook in effect on the date of commencement of the term herein.

7. Use of Premises:

The Tenant shall use the premises for the purpose of:

Providing the Manchester regional office for the Division of Adult Learning and
Rehabilitations' "Vocational Rehabilitation" office

and for any other reasonable purposes that may arise in the course of the Tenant's business.

8. Maintenance and Repair by the Landlord:

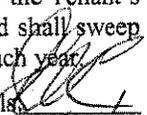
8.1 General Provisions: The Landlord shall at its own expense, maintain the exterior and interior of the Premises in good repair and condition, including any "common" building spaces such as parking areas, walkways, public lobbies, and restrooms, and including all hallways, passageways, stairways, and elevators which provide access to the Premises. The Landlord agrees to make any and all repairs and perform all maintenance to the Premises or any appurtenance thereto, which may become necessary during the Term or any extension or amendment of the Term. These repairs and maintenance requirements shall be fulfilled whether they are ordered by a public authority having jurisdiction, requested by the Tenant, or are dictated by reasonable and sound judgment, and include but are not limited to: The repair, and if necessary the replacement of any existent roof, walls, floors, doors and entry ways, interior finishes, foundations, windows, sidewalks, ramps and stairs, heating, air-conditioning and ventilation systems, plumbing, sewer, and lighting systems, and all operating equipment provided by the Landlord. Maintenance shall also include timely and consistent provision of any and all pest control which may become necessary within the Premises. Maintenance to areas or equipment which provide compliance with the Federal "American's with Disabilities Act" (ADA) and/or any State or Municipal codes or ordinances specifying requirements for architectural barrier-free access shall be performed regularly and with due diligence, in order to ensure continuity of compliance with all applicable regulations. The Landlord shall meet with the Tenant upon request and as necessary to review and discuss the condition of the Premises.

8.2 Maintenance and Repair of Broken Glass: The Landlord shall replace any and all structurally damaged or broken glass the same day that they are notified by the Tenant, or the damage is observed. In the event that the Landlord is unable to procure and/or install the replacement glass within the same day, they shall notify the Tenant in writing prior to the close of business that day, providing an explanation as to the cause of the delay and the date the damage will be corrected. In the instance of delayed repair, the Landlord shall remove the damaged or broken glass the same day it is noticed or reported, and secure the opening and/or damaged area to the satisfaction of the Tenant.

8.3 Recycling: The Landlord shall cooperate with the Tenant to meet the requirements for waste reduction and recycling of materials pursuant to all Federal, State, and Municipal laws and regulations which are or may become effective or amended during the Term.

8.4 Window Cleaning: The Landlord shall clean both the exterior and interior surfaces of all windows in the Premises annually. Window cleaning shall be completed no later than July 1st of every year.

8.5 Snow Plowing and Removal: The Landlord shall make best efforts to provide for rapid and consistent ice and snow plowing and/or removal from all steps, walkways, doorways, sidewalks, driveway entrances and parking lots, including accessible parking spaces and their access aisles, providing sanding and/or salt application as needed. Plowing and/or removal shall be provided prior to Tenant's normal working hours, however, additional work shall be provided as needed during the Tenant's working hours if ice accumulates or if more than a 2" build-up of snow occurs. Best efforts shall be made to provide and maintain bare pavement at all times. In addition to the foregoing, the Landlord shall provide plowing and/or ice and snow removal service with diligence sufficient to maintain availability of the number of Tenant parking spaces designated in the Agreement herein for the Tenant's use, clearing said spaces within twelve (12) hours of snow and/or ice accumulations. The Landlord shall sweep and remove winter sand and salt deposited in the above referenced areas by no later than June 1st of each year.

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8.6 Parking Lot Maintenance: Landlord shall maintain and repair all parking lot areas, walks and access ways to the parking lot; maintenance shall include paving, catch basins, curbs, and striping. Provision of parking lot maintenance shall include but not be limited to the following:

- A) Inspect pavement for cracks and heaves semi-annually. Monitor to identify source of cracking, if excessive moisture is found under pavement surfaces due to poor drainage, remove pavement, drain properly, and replace with new pavement.
- B) Re-stripe the parking lot at least once every three (3) years or as necessary to maintain clear designation of spaces, directional symbols and access aisles.
- C) Maintain all parking lot and exterior directional signage, replacing signs as necessary when substantially faded, damaged or missing.

8.7 Site Maintenance: Landlord shall maintain and provide as follows:

- A) The Landlord shall maintain all lawns, grass areas and shrubs, hedges or trees in a suitable, neat appearance and keep all such areas and parking areas free of refuse or litter. Any graffiti shall be promptly removed.
- B) The Landlord shall maintain and repair all exterior lighting fixtures and bulbs, providing same day maintenance and repair when possible.
- C) The Landlord shall clean and wash all exterior cleanable/washable surfaces and repaint all painted surfaces, including remarking painted lines and symbols in the parking lot and access lanes thereto, once every three years, except where surfaces are in disrepair in advance of this time frame, which case it shall be required on a more frequent basis.
- D) The Landlord shall regularly inspect and maintain the roof, including cleaning of roof drains, gutters, and scuppers on a regular basis, and timely control of snow and ice build-up. Flashings and other roof accessories shall be observed for signs of deterioration with remedy provided prior to defect. If interior leaks are detected, the cause shall be determined and a solution implemented as quickly as possible to prevent damage to interior finishes and fixtures. Landlord shall inspect roof seams annually, especially at curbs, parapets, and other places prone to leaks, investigate any ponding, etc. All work on the roof shall be conducted so as to maintain roof warranty.

8.8 Heating Ventilation and Air Conditioning (HVAC): The HVAC system in the Premises shall be maintained regularly and with due diligence in order to ensure continuous compliance with the standards set forth by the State of New Hampshire NH "Clean Indoor Air" act (RSA 10:B) and in accordance with current industry standards set forth by the "American Industrial Hygiene Association" (AIHA) and the "American Society of Heating, Refrigeration and Air-Conditioning Engineers, Inc." (ASHRAE). All HVAC air filters shall be replaced on a semi-annual basis; and the air filters used in the HVAC system shall provide the greatest degree of particulate filtration feasible for use in the Premise's air handling system. All HVAC condensate pans shall be emptied and cleaned on a semi-annual basis. The Landlord shall keep a written record of the dates the required semi-annual HVAC maintenance is provided, submitting a copy of this record to the Tenant on the annual anniversary date of the agreement herein. Any moisture incursions and/or leaks into the Premises shall be repaired immediately, this shall include the repair and/or replacement of any HVAC component which caused the incursion, and the replacement of any and all interior surfaces which have become moisture laden and cannot be dried in entirety to prevent possible future growth of mold.

- A) **Maintenance of Air Quality Standards:** In the event that the referenced statutory requirements for indoor air quality are not met at any time during the term, the Landlord agrees to undertake corrective action within ten (10) days of notice of deficiency issued by the Tenant. The notice shall contain documentation of the deficiency, including objective analysis of the indoor air quality.
- B) Landlord and Tenant agree to meet as requested by either party and review concerns or complaints regarding indoor air quality issues. In the event of any issue not being resolved to the mutual satisfaction of either party within thirty (30) days of such meeting, an independent qualified and licensed professional shall be retained to prepare an objective analysis of air quality, mechanical systems and operations/maintenance procedures. Should the analysis support the complaint of the Tenant, the cost of the report and corrective actions shall be borne by the Landlord. Should the report fail to support any need for corrective action or be the result of changes in occupancy count or space uses by the Tenant from the time of initial occupancy, the cost of the independent consultant shall be borne by the Tenant.

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C) In addition to other provisions of this section, the Landlord hereby agrees to make their best effort to replace any and all malfunctioned HVAC systems or parts the same day that they are notified or observe the damage. In the event that the Landlord is unable to procure and/or install the replacement part, section or unit within said day, the Landlord must notify the Tenant in writing prior to the close of business that day to provide an explanation as to the cause for the delay and the date the deficiencies will be corrected. In this case, the Landlord shall provide temporary air circulation or heat to accommodate the Tenant until the deficiency is remedied.

8.9 Maintenance and Repair of Lighting, Alarm Systems, Exit Signs etc:

Maintenance within the premises shall include the Landlord's timely repair and/or replacement of all lighting fixtures, ballasts, starters, incandescent and fluorescent lamps as may be required. The Landlord shall provide and maintain all emergency lighting systems, fire alarm systems, sprinkler systems, exit signs and fire extinguishers in the Premises and/or located in the building to which the Premises are a part in conformance with requirements set forth by the State of New Hampshire Department of Safety, Fire Marshall's office and/or the requirements of the National Fire Protection Agency (NFPA). Said systems and fire extinguishers shall be tested as required and any deficiencies corrected. A report shall be maintained of all testing and corrections made, with a copy of the report furnished to the Tenant no later than thirty (30) days after each semi-annual update to the report.

8.10 Interior finishes and surfaces:

Any and all suspended ceiling tiles and insulation which becomes damp and/or water marked shall be replaced (tiles shall match existing in texture and color) no later than three (3) days from the date the damage or water incursion is reported by the Tenant or observed by the Landlord. The Landlord shall clean and wash all interior washable surfaces and repaint all interior painted surfaces in colors agreeable to the Tenant at least once every five years, except where surfaces are in disrepair in which case it shall be required on a more frequent basis.

8.11 Janitorial Services: Provision of janitorial services to the Premises shall be as described below, and as specified in a schedule of services that shall be attached as "Exhibit B" hereto.

SEE EXHIBIT B: for assignment of responsibilities and schedule of janitorial services

~~Janitorial Services shall be provided by the Landlord, as defined and specified in the schedule of services attached as Exhibit B hereto.~~

OR:

~~Janitorial Services shall be provided by the Tenant, as defined and specified in the schedule of services attached as Exhibit B hereto.~~

8.12 Failure to Maintain, Tenant's Remedy: If the Landlord fails to maintain the Premises as provided herein, the Tenant shall give the Landlord written notice of such failure. If within ten (10) calendar days after such notice is given to the Landlord no steps to remedy the condition(s) specified have been initiated, the Tenant may, at their option, and in addition to other rights and remedies of Tenant provided hereunder, contract to have such condition(s) repaired, and the Landlord shall be liable for any and all expenses incurred by the Tenant resulting from the Landlord's failure. Tenant shall submit documentation of the expenses incurred to the Landlord, who shall reimburse the Tenant within thirty (30) days of receipt of said documentation of work. If the Landlord fails to reimburse the Tenant within thirty (30) days, the Tenant shall withhold the amount of the expense from the rental payment(s), reimbursing the Landlord only after the cost of any and all repair expenses have been recovered from the Landlord.

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9. **Manner of Work, Compliance with Laws and Regulations:** All new construction, renovations and/or alterations to existing buildings, hereinafter known as "work" shall conform to the following:

All work, whether undertaken as the Landlord's or Tenant's responsibility, shall be performed in a good workmanlike manner, and when completed shall be in compliance with all Federal, State, or municipal statute's building codes, rules, guidelines and zoning laws. Any permits required by any ordinance, law, or public regulation, shall be obtained by the party (Tenant or Landlord) responsible for the performance of the construction or alteration. The party responsible shall lawfully post any and all work permits required, and if a "certificate of occupancy" is required shall obtain the "certificate" from the code enforcement authority having jurisdiction prior to Tenant occupancy. No alteration shall weaken or impair the structure of the Premises, or substantially lessen its value. All new construction, alterations, additions or improvements shall be provided in accordance with the Tenant's design intent floor plans, specifications, and schedules; which together shall be called the "Tenant's Design-Build Documents". The Tenant's finalized version of the Design-Build Documents shall be reviewed, accepted, agreed-to and signed by both parties and shall be deemed as part of the lease document.

9.1 **Barrier-Free Accessibility:** No alteration shall be undertaken which decreases, or has the effect of decreasing, architecturally Barrier-free accessibility or the usability of the building or facility below the standards and codes in force and applicable to the alterations as of the date of the performance. If existing elements, (such as millwork, signage, or ramps), spaces, or common areas are altered, then each such altered element, space, or common area shall be altered in a manner compliant with the Code for Barrier-Free Design (RSA 275 C:14, ABFD 300-303) and with all applicable provisions for the Americans with Disabilities Act Standards for Accessible Design, Section 4.4.4 to 4.1.3 "Minimum Requirements" (for new construction).

9.2 **Work Clean Up:** The Landlord or Tenant, upon the occasion of performing any alteration or repair work, shall in a timely manner clean all affected space and surfaces, removing all dirt, debris, stains, soot or other accumulation caused by such work.

Section 9.3: Deleted

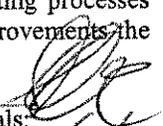
9.3 ~~**State Energy Code:** New construction and/or additions that add 25% or greater to the gross floor area of the existing building to which the Premises are a part and/or that are estimated to exceed one million (\$1,000,000) in construction costs, or renovations that exceed 25% of the existing gross floor area, shall conform to all applicable requirements of the State of New Hampshire Energy Code.~~

9.4 **Alterations, etc.:** The Tenant may, at its own expense, make any alterations, additions or improvements to the premises; provided that the Tenant obtains prior written permission from the Landlord to perform the work. Such approval shall not be unreasonably withheld.

9.5 **Ownership, Removal of Alterations, Additions or Improvements:** All alterations, additions or improvements which can be removed without causing substantial damage to the Premises, and where paid for by the Tenant, shall be the property of the Tenant at the termination of the Lease. This property may be removed by the Tenant prior to the termination of the lease, or within ten (10) days after the date of termination. With the exception of removal of improvements, alterations or renovations which were provided under the terms of the Agreement herein, the Tenant shall leave the Premises in the same condition as it was received, ordinary wear and tear excluded, in broom clean condition, and shall repair any damages caused by the removal of their property.

10. New construction, Additions, Renovations or Improvements to the Premises:

The following provisions shall be applicable to the Agreement herein if new construction, improvements or renovations are provided by the Landlord: The Tenant and Landlord have agreed that prior to Tenant occupancy and the commencement of rental payments the Landlord will complete certain new construction, additions, alterations, or improvements to the Premises, (hereinafter collectively referred to as "Improvements") for the purpose of preparing the same for the Tenant's occupancy. Such improvements shall be provided in conformance with the provisions set forth in Section 9 herein and in conformance with the Tenant's Design-Build specifications and plans which shall be reviewed, accepted, agreed-to and signed by both parties and shall be deemed as part of the lease document. It shall be the Landlord's responsibility to provide any and all necessary construction drawings and/or specifications, inclusive (if required for conformance with applicable permitting process) of provision of licensed architectural or engineering stamp(s), and abiding by all review and permitting processes required by the local code enforcement official having jurisdiction. In connection with these improvements the Landlord warrants, represents, covenants and agrees as follows:

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10.1 Provision of Work, etc.: Unless expressly otherwise agreed by both parties, all improvements shall be made at the Landlord's sole expense, with said provision amortized into the Rent set forth herein.

A) In the event Tenant has agreed to the Landlord making certain improvements that are not included within those provided at the sole expense of Landlord or not amortized within the Rent, payment shall either be paid in total after Landlord has successfully completed all agreed improvements, or be paid in accordance with a payment schedule which shall withhold a proportion of the total payment until after Landlord has successfully completed the agreed improvements. Tenant's total additional payment and agreed payment schedule shall be set forth in the Agreement herein as a provision within Exhibit A "Schedule of Payments" herein and be listed as a separate section to the Schedule of Payments.

10.2 Schedule for Completion: All improvements shall be completed in accordance with the "Tenant's Design-Build Documents" which shall be reviewed, accepted, agreed-to and signed by both parties and shall be deemed as part of the lease document, and shall be completed on or before the date set forth in section 3.2 herein for commencement of the "Occupancy Term".

10.3 Landlord's Delay in Completion; Failure to Complete, Tenant's Options: If by reason of neglect or willful failure to perform on the part of the Landlord improvements to the Premises are not completed in accordance with the agreement herein, or the Premises are not completed within the agreed time frame, the Tenant may at its' option:

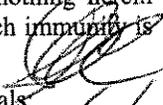
- A) **Termination of Lease:** Terminate the Lease, in which event all obligations of the parties hereunder shall cease; or
- B) **Occupancy of Premises "As is":** Occupy the Premises in its current condition, provided a "certificate of occupancy" has been issued for the Premises by the code enforcement official having jurisdiction, in which event the rent hereunder shall be decreased by the estimated proportionate cost of the scheduled improvements, reflecting the Landlord's failure to complete the improvements. The decreased rent shall remain in effect until such time the landlord completes the scheduled improvements; or
- C) **Completion of Improvements by Tenant:** Complete the improvements at Tenant's own expense, in which case the amount of money expended by the Tenant to complete the improvements shall be offset and withheld against the rent to be paid hereunder; or
- D) **Delay Occupancy:** The date for Tenant occupancy and commencement of rental payments set forth in Section 3.2 herein, shall at the Tenant's option, be postponed until possession of the Premises is given. In such instance the "Schedule of Payments" set forth in Exhibit A herein shall be amended to reflect the delayed inception date of the Tenant's rental and occupancy, with the date for termination also revised to expire the same number or years and/or months thereafter as originally set forth in the Agreement herein. Commencement of the amended Agreement shall be subject to the provisions of paragraph 3.5 herein.

11. Quiet Enjoyment: Landlord covenants and agrees the Tenant's quiet and peaceful enjoyment of the Premises shall not be disturbed or interfered with by the Landlord, or any person claiming by, through or under the Landlord. Routine maintenance or inspection of the Premises shall be scheduled with Tenant at least one week in advance, to occur during a mutually agreeable time frame, and to be negotiated in good faith by both parties. Notwithstanding the provisions of this section, the Tenant agrees and covenants that in the event of an emergency requiring the Landlord to gain immediate access to the Premises, access shall not be denied.

12. Signs: Tenant shall have the right to erect a sign or signs on the Premises identifying the Tenant, obtaining the consent of the Landlord prior to the installation of the signs; such consent shall not be unreasonably denied. All signs that have been provided by the Tenant shall be removed by them, at their own expense, at the end of the Term or any extension thereof. All damage due to such removal shall be repaired by the Tenant if such repair is requested by the Landlord.

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13. **Inspection:** Three (3) months prior to the expiration of the Term, the Landlord or Landlord's agents may enter the Premises during all reasonable working hours for the purpose of inspecting the same, or making repairs, or for showing the Premises to persons interested in renting it, providing that such entrance is scheduled at least 24 hours notice in advance with the Tenant. Six (6) months prior to the expiration of the term, the Landlord may affix to any suitable part of the Premises, or of the property to which the Premises are a part, a notice or sign for the purpose of letting or selling the Premises.
14. **Assignment and Sublease:** This lease shall not be assigned by the Landlord or Tenant without the prior written consent to the other, nor shall the Tenant sublet the Premises or any portion thereof without Landlord's written consent, such consent is not to be unreasonably withheld or denied. Notwithstanding the foregoing, the Tenant may sublet the Premises or any portion thereof to a government agency under the auspices of the Tenant without Landlord's prior consent.
15. **Insurance:** During the Term and any extension thereof, the Landlord shall at it's sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance with respect to the Premises and the property of which the Premises are a part: comprehensive general liability insurance against all claims of bodily injury, death or property damage occurring on, (or claimed to have occurred on) in or about the Premises. Such insurance is to provide minimum insured coverage conforming to: General Liability coverage of not less than one million (\$1,000,000) per occurrence and not less than three million (\$3,000,000) general aggregate; with coverage of Excess/Umbrella Liability of not less than one million (\$1,000,000). The policies described herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance and issued by insurers licensed in the State of New Hampshire. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Tenant no less than ten (10) days prior written notice of cancellation or modification of the policy. The Landlord shall deposit with the Tenant certificates of insurance for all insurance required under this Agreement, (or for any Extension or Amendment thereof) which shall be attached and are incorporated herein by reference. During the Term of the Agreement the Landlord shall furnish the Tenant with certificate(s) of renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the policies.
- 15.1 Workers Compensation Insurance:** To the extent the Landlord is subject to the requirements of NH RSA chapter 281-A, Landlord shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Landlord shall furnish the Tenant proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The Tenant shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for the Landlord, or any subcontractor of the Landlord, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.
16. **Indemnification:** Landlord will save Tenant harmless and will defend and indemnify Tenant from and against any losses suffered by the Tenant, and from and against any and all claims, liabilities or penalties asserted by, or on behalf of, any person, firm, corporation, or public authority:
- 16.1 Acts or Omissions of Landlord:** On account of, or based upon, any injury to a person or loss or damage to property, sustained or occurring, or which is claimed to have been sustained or to have occurred on or about the Premises, on account of or based upon the act, omission, fault, negligence or misconduct of the Landlord, its agents, servants, contractors, or employees.
- 16.2 Landlord's Failure to Perform Obligations:** On account of or resulting from, the failure of the Landlord to perform and discharge any of its covenants and obligations under this Lease and, in respect to the foregoing from and against all costs, expenses (including reasonable attorney's fees) and liabilities incurred in, or in connection with, any such claim, or any action or proceeding brought thereon; and in the case of any action or proceeding being brought against the Tenant by reason of any such claim, the Landlord, upon notice from Tenant shall at Landlord's expense resist or defend such action or proceeding.
- 16.3 Tenant's Acts or Omissions Excepted:** Notwithstanding the foregoing, nothing contained in this section shall be construed to require the Landlord to indemnify the Tenant for any loss or damage resulting from the acts or omissions of the Tenant's servants or employees. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State.

Landlord Initials: 

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17. Fire, Damage and Eminent Domain: The Tenant and Landlord agree that in the event of fire or other damage to the Premises, the party first discovering the damage shall give immediate notice to the other party. Should all or a portion of the Premises, or the property to which they are a part, be substantially damaged by fire or other peril, or be taken by eminent domain, the Landlord or the Tenant may elect to terminate this Lease. When such fire, damage or taking renders the Premises substantially unsuitable for their intended use, a just and proportionate abatement of the rent shall be made as of the date of such fire, damage, or taking, remaining in effect until such time as the Tenant's occupancy and use has been restored in entirety.

17.1 Landlord's Repair: In the event of damage to the Premises that can be repaired within ninety (90) days:

- A) No later than five (5) days after the date of damage to the Premises, the Landlord shall provide the Tenant with written notice of their intention to repair the Premises and restore its previous condition; and,
- B) The Landlord shall thereupon expeditiously, at their sole expense and in good and workmanlike manner, undertake and complete such repairs that are necessary to restore the Premises to its previous condition.
- C) The Landlord may provide alternate temporary space for the Tenant until such time that the Premises are restored to a condition that is substantially suitable for the Tenant's intended use. Alternate temporary space is subject to the acceptance of the Tenant. Should said temporary space provide less square footage and/or limited services for the Tenant's use, a proportionate abatement of the rent shall be made.

17.2 Tenant's Remedies: In the event the Premises cannot be repaired within ninety (90) days of said fire or other cause of damage, or the Tenant is unwilling or unable to wait for completion of said repair, the Tenant may, at its sole discretion, terminate the agreement herein effective as of the date of such fire or damage, without liability to the Landlord and without further obligation to make rental payments.

17.3 Landlord's Right To Damages: The Landlord reserves, and the Tenant grants to the Landlord, all rights which the Landlord may have for damages or injury to the Premises, or for any taking by eminent domain, except for damage to the Tenant's fixtures, property, or equipment, or any award for the Tenant's moving expenses.

18. Event of Default; Termination by the Landlord and the Tenant:

18.1 Event of Default; Landlord's Termination: In the event that:

- A) **Tenant's Failure to Pay Rent:** The Tenant shall default in the payment of any installment of the rent, or any other sum herein specified, and such default shall continue for thirty (30) days after written notice thereof; or
- B) **Tenant's Breach of Covenants, etc.:** The Tenant shall default in the observation of or performance of, any other of the Tenant's covenants, agreements, or obligations hereunder and such default is not corrected within thirty (30) days of written notice by the Landlord to the Tenant specifying such default and requiring it to be remedied then. The Landlord may serve ten (10) days written notice of cancellation of this Lease upon the Tenant, and upon the expiration of such ten days, this Lease and the Term hereunder shall terminate. Upon such termination the Landlord may immediately or any time thereafter, without demand or notice, enter into or upon the Premises (or any part thereon) and repossess the same.

18.2 Landlord's Default: Tenant's Remedies: In the event that the Landlord defaults in the observance of any of the Landlord's covenants, agreements and obligations hereunder, and such default shall materially impair the habitability and use of the Premises by the Tenant, and is not corrected within thirty (30) days of written notice by the Tenant to the Landlord specifying such default and requiring it to be remedied, then the Tenant at its option, may withhold a proportionate amount of the rent until such default is cured, or it may serve a written five (5) day notice of cancellation of this Lease upon the Landlord, and upon the expiration of such a five day period the Lease shall terminate. If any such default of the Landlord does not materially impair the habitability and use of the Premises by the Tenant, the Landlord shall cure such default within thirty (30) days of written notice or within a reasonable alternative amount of time agreed upon in writing by Tenant, failing which, Tenant may terminate this Lease upon ten (10) days written notice to Landlord.

18.3 Rights Hereunder: The rights granted under this Section are in addition to, and not in substitution for, any rights or remedies granted herein to the parties, or any rights or remedies at law, or in equity.

Landlord Initials: 

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19. **Surrender of the Premises:** In the event that the Term, or any extension thereof, shall have expired or terminated, the Tenant shall peacefully quit and deliver up the Premises to the Landlord in as good order and condition, reasonable wear, tear, and obsolescence and unavoidable casualties excepted, as they are in at the beginning of the term of this lease, and shall surrender all improvements, alterations, or additions made by the Tenant which cannot be removed without causing damage to the Premises. The Tenant shall remove all of its' personal property surrendering the Premises to the Landlord in broom clean condition.

20. **Hazardous Substances:**

20.1 **Disclosure:** The Landlord warrants that to their knowledge and belief, the Premises are free of present or potential contamination which may impact the health or safety of the occupants; examples include but are not limited to: hazardous substances such as asbestos, lead and/or mold.

20.2 **Maintenance/Activity Compliance:** In the event hazardous materials are present, the Landlord further warrants that all custodial, maintenance or other activities on the Premises will be conducted in compliance with applicable statues, regulations and/or accepted protocols regarding the handling of said materials.

20.3 **Action to Remove/Remediate:** The Landlord shall promptly take all actions that may be necessary to assess, remove, and/or remediate Hazardous Substances that are on, or in the Premises or the building to which the Premises is a part. Said action shall be to the full extent required by laws, rules, accepted industry standard protocols and/or other restrictions or requirements of governmental authorities relating to the environment, indoor air quality, or any Hazardous Substance. Notwithstanding the foregoing, the provisions of 20.5 herein regarding Asbestos shall prevail.

20.4 **Non-Permitted Use, Generation, Storage or Disposal:** The Tenant shall not cause or permit Hazardous Substances to be used, generated, stored or disposed of in the Premises or the building to which it is a part. The Tenant may, however, use minimal quantities of cleaning fluid and office or household supplies that may constitute Hazardous Substances, but that are customarily present in and about premises used for the Permitted Use.

20.5 **Asbestos:**

- A) No later than thirty (30) days after the inception of the term herein, the Landlord shall provide the Tenant with the results of an asbestos inspection survey of the Premises and any common areas of the building which may affect the Tenant occupants or its clients. The inspection shall identify all accessible asbestos in these areas of the building and shall be preformed by a person certified in accordance with State law and satisfactory to the Tenant. The results of the inspection shall be made a part of the Agreement herein.
- B) In the event that asbestos containing material are identified which are in the status of "significantly damaged" or "damaged" (as described in "40 CFR 763") these materials shall be abated in a manner satisfactory to the Tenant, including provision of acceptable air monitoring using Phase Contrast Microscopy.
- C) In the event that asbestos containing materials are identified, but which are not damaged, the Landlord shall install an operations and maintenance program satisfactory to the Tenant which is designed to periodically re-inspect asbestos containing materials and to take corrective action as specified in 20.5 (b) above when appropriate. Results of such re-inspections and all air quality monitoring shall be provided to the Tenant within 14 (fourteen) days of completion.

20.6 **Material Safety Data Sheets (MSDS)**

- A) The Landlord shall submit MSDS for any and all materials, including cleaning products, introduced to the Premises to the Tenant prior to use. This will enable the Tenant to review submittals for possible adverse health risks associated with the products.
- B) At time of occupancy by the Tenant, the Landlord shall provide the Tenant with MSDS for all products incorporated into the Work. This submittal shall be provided in duplicate form presented in three ring binders, categorized in Construction Standards Institute (CSI) format.

Landlord Initials: 

Date: 4/5/15

21. Broker's Fees and Indemnification: The Landlord agrees and warrants that the Tenant owes no commissions, fees or claims with any broker or finder with respect to the leasing of the Premises. All claims, fees or commissions with any broker or finder are the exclusive responsibility of the Landlord, who hereby agrees to exonerate and indemnify the Tenant against any such claims.

22. Notice: Any notice sent by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by registered or certified mail, postage prepaid, in a United States Post Office, addressed to the parties at the addresses provided in Section 1 herein.

23. Required Property Management and Contact Persons: During the Term both parties shall be responsible for issuing written notification to the other if their contact person(s) changes, providing updated contact information at the time of said notice.

23.1 Property Management: Notwithstanding the provisions of Section "22 Notice", the Landlord shall employ and/or identify a full time property manager or management team for the Premises who shall be responsible for addressing maintenance and security concerns for the Premises and issuing all reports, testing results and general maintenance correspondence due and required during the Term. The Landlord shall provide the Tenant with the information listed below for the designated management contact person for use during regular business hours and for 24-hour emergency response use.

LANDLORD'S PROPERTY MANAGEMENT CONTACT:

Name: Kate Leonard

Title: Property Manager

Address: 1 Sundial Ave., Suite 505, Manchester NH 03103 Phone: (603) 7789-6300

Email Address: katel@cpmanagement.com

23.2 Tenant's Contact Person: Notwithstanding the provisions of Section "22 Notice", the Tenant shall employ and/or identify a designated contact person who shall be responsible for conveying all facility concerns regarding the Premises and/or receiving all maintenance reports, testing results and general correspondence during the term. The Tenant shall provide the Landlord with the information listed below for the designated contact person.

TENANT'S CONTACT PERSON:

Name: Sharon DeAngelis

Title: Business Administrator, Department of Education

Address: 21 S. Fruit Street, Suite 20, Concord NH 03301 Phone: (603) 271-3806

Email Address: sharon.deangelis@doe.nh.gov

24. Landlord's Relation to the State of New Hampshire: In the performance of this Agreement the Landlord is in all respects an independent contractor, and is neither an agent nor an employee of the State of New Hampshire (the "State"). Neither the Landlord nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

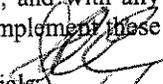
25. Compliance by Landlord with Laws and Regulations/Equal Employment Opportunity:

25.1 Compliance with Laws, etc: In connection with the performance of the Services set forth herein, the Landlord shall comply with all statutes, laws, regulations and orders of federal, state, county or municipal authorities which impose any obligations or duty upon the Landlord, including, but not limited to, civil rights and equal opportunity laws. In addition, the Landlord shall comply with all applicable copyright laws.

A) The Tenant reserves the right to offset from any amounts otherwise payable to the Landlord under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

25.2 Discrimination: During the term of this Agreement, the Landlord shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

25.3 Funding Source: If this Agreement is funded in any part by monies of the United States, the Landlord shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulation of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines of the State of New Hampshire or the United States issued to implement these

Landlord Initials: 

Date: 4/5/13

regulations. The Landlord further agrees to permit the State or United States access to any of the Landlord's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

26. Personnel:

The Landlord shall at its' own expense provide all personnel necessary to perform any and/or all services which they have agreed to provide. The Landlord warrants that all personnel engaged in the services shall be qualified to perform the services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

27. Bankruptcy and Insolvency: If the Landlord's leasehold estate shall be taken in execution, or by other process of law, or if any receiver or trustee shall be appointed for the business and property of the Landlord, and if such execution or other process, receivership or trusteeship shall not be discharged or ordered removed within sixty (60) days after the Landlord shall receive actual notice thereof, or if Landlord shall be adjudicated a bankrupt, or if Landlord shall make a general assignment of its leasehold estate for the benefit of creditors, then in any such event, the Tenant may terminate this lease by giving written notice thereof to the Landlord.

28. Miscellaneous:

- 28.1 Extent of Instrument, Choice of Laws, Amendment, etc.:** This Lease, which may be executed in a number of counterparts, each of which shall have been deemed an original but which shall constitute one and the same instrument, is to be construed according to the laws of the State of New Hampshire. It is to take effect as a sealed instrument, is binding upon, inures to the benefit of, and shall be enforceable by the parties hereto, and to their respective successors and assignees, and may be canceled, modified, or amended only by a written instrument executed and approved by the Landlord and the Tenant.
- 28.2 No Waiver or Breach:** No assent by either party, whether express or implied, to a breach of covenant, condition or obligation by the other party, shall act as a waiver of a right for action for damages as a result of such breach, nor shall it be construed as a waiver of any subsequent breach of the covenant, condition, or obligation.
- 28.3 Unenforceable Terms:** If any terms of this Lease, or any application thereof, shall be invalid or unenforceable, the remainder of this Lease and any application of such terms shall not be affected thereby.
- 28.4 Meaning of "Landlord" and "Tenant":** Where the context so allows, the meaning of the term "Landlord" shall include the employees, agents, contractors, servants, and licensees of the Landlord, and the term "Tenant" shall include the employees, agents, contractors, servants, and licensees of the Tenant.
- 28.5 Headings:** The headings of this Lease are for purposes of reference only, and shall not limit or define the meaning hereof.
- 28.6 Entire Agreement:** This Lease embodies the entire agreement and understanding between the parties hereto, and supersedes all prior agreements and understandings relating to the subject matter hereof.
- 28.7 No Waiver of Sovereign Immunity:** No provision of this Lease is intended to be, nor shall it be, interpreted by either party to be a waiver of sovereign immunity.
- 28.8 Third Parties:** The parties hereto do not intend to benefit any third parties, and this agreement shall not be construed to confer any such benefit.
- 28.9 Special Provisions:** The parties' agreement (if any) concerning modifications to the foregoing standard provisions of this lease and/or additional provisions are set forth in Exhibit D attached and incorporated herein by reference.
- 28.10 Incompatible Use:** The Landlord will not rent, lease or otherwise furnish or permit the use of space in this building or adjacent buildings, or on land owned by or within the control of the Landlord, to any enterprise or activity whereby the efficient daily operation of the Tenant would be substantively adversely affected by the subsequent increase in noise, odors, or any other objectionable condition or activity.

Landlord Initials: 

Date: 4/5/15

IN WITNESS WHEREOF; the parties hereto have set their hands as of the day and year first written above.

TENANT: The State of New Hampshire, acting through its' Department of: _____

Department of Education, Division of Adult Learning and Education

Authorized by: (full name and title) Virginia Dr. Barry, Commissioner

LANDLORD: (full name of corporation, LLC or individual)

Haverford Hathaway, LLC c/o CP Management, Inc.

Authorized by: (full name and title) [Signature]

Signature

Print: Stephen M Chapman - member
Name & Title

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE

OF: Massachusetts COUNTY OF: Middlesex

UPON THIS DATE (insert full date) 1/5/15, appeared before

me (print full name of notary) Winnie Wong the undersigned officer personally

appeared (insert Landlord's signature) [Signature]

who acknowledged him/herself to be (print officer's title, and the name of the corporation) member

Haverford - Hathaway LLC and that as such

Officer, they are authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing him/herself in the name of the corporation.

In witness whereof I hereunto set my hand and official seal. (provide notary signature and seal)

[Signature]

Winnie Wong
Notary Public
My Commission Expires November 26, 2015
Commonwealth of Massachusetts



APPROVALS:

Recommendation(s) regarding the approval of the Agreement herein issued by the "Architectural Barrier-Free Design Committee" of the "Governors' Commission on Disability" have been set forth in a "Letter of Recommendation" which has been attached hereto and made part of the Agreement herein by reference.

Approved by the Department of Justice as to form, substance and execution:

Approval date: 2/17/15

Approving Attorney: [Signature]

Approved by the Governor and Executive Council:

Approval date: _____

Signature of the Deputy Secretary of State: _____

Landlord Initials: _____

Date: _____

The following Exhibits shall be included as part of this lease:

**EXHIBIT A
SCHEDULE OF PAYMENTS**

Part I: Rental Schedule: *Insert or attach hereto a schedule documenting all rental payments due during the initial Term and during any extensions to the Term. Specify the annual rent due per year, the resulting approximate cost per square foot, monthly rental payments due, and the total rental cost of the Term. Define and provide methodology for any variable escalation (such as Consumer Price Index escalation) clauses which may be applied towards the annual rent, setting forth the agreed maximum cost per annum and term.*

Rent for the Premises shall be due and payable in accordance with the rental schedule below. The approximate cost per "Square Foot" (SF) provided below is based upon the 7,004 square foot "Rental" demise of the Premises; 6,375 square feet of the Rental demise is comprised of space for the Tenant's exclusive use located in Suite 201N, the remainder is square footage representing the Tenant's proportionate share of common areas.

10-YEAR RENTAL SCHEDULE

Year	EFFECTIVE DATES	SQ. FT.	MONTHLY COST	ANNUAL COST	SF COST	Approx. % INCREASE
1	July 1, 2015 – June 30, 2016	7,004	\$10,214.25	\$122,571.00	\$17.50	
2	July 1, 2016 – June 30, 2017	7,004	\$10,471.00	\$125,652.00	\$17.94	2.5%
3	July 1, 2017 – June 30, 2018	7,004	\$10,733.53	\$128,802.00	\$18.39	2.5%
4	July 1, 2018 – June 30, 2019	7,004	\$11,002.00	\$132,024.00	\$18.85	2.5%
5	July 1, 2019 – June 30, 2020	7,004	\$11,276.50	\$135,318.00	\$19.32	2.5%
6	July 1, 2020 – June 30, 2021	7,004	\$11,556.50	\$138,678.00	\$19.80	2.5%
7	July 1, 2021 – June 30, 2022	7,004	\$11,848.50	\$142,182.00	\$20.30	2.5%
8	July 1, 2022 – June 30, 2023	7,004	\$12,146.00	\$145,752.00	\$20.81	2.5%
9	July 1, 2023 – June 30, 2024	7,004	\$12,449.50	\$149,394.00	\$21.33	2.5%
10	July 1, 2024 – June 30, 2025	7,004	\$12,759.00	\$153,108.00	\$21.86	2.5%
10 YEAR TOTAL				\$1,373,481.00		

Part II: Additional Costs: *Disclose and specify any additional Tenant costs or payments which are not part of the "rent" set forth in "Part I" above but due and payable under the terms of the Agreement herein. Disclosure to include the dates or time frames such payments are due, and if applicable a "schedule of payments" for any installments to be paid towards the total additional payment.*

Additional payments may be made to the Landlord by the Tenant as unencumbered payments under this agreement for alterations, renovations and modifications to the Premises, up to \$1,000.00 per event, not to exceed a maximum of \$5,000.00 per year, subject to the mutual agreement of both the Landlord and the Tenant and without further approval of the Governor and Council for the duration of this lease agreement.

Landlord Initials: 
Date: 6/5/15

EXHIBIT B

JANITORIAL SERVICES: *specify which party shall be responsible for provision of janitorial services to the Premises (and/or portions of the Premises) during the Term. Specify what those services shall include, and how often they shall be provided. Provide any additional information required for clarification of duties and scheduling.*

Responsibility for provision of Janitorial Services in the Premises shall be a shared responsibility and delegated between the Landlord and Tenant as follows:

1. Tenant's Scope of Janitorial Duties: The Tenant or their janitorial services provider shall be responsible for provision of janitorial services and consumable supplies to the portion of the Premises to which the Tenant has exclusive use, which is Suite 201N. The scope of janitorial service responsibility shall include but not be limited to the following:
 - a. Collect and lawfully dispose of all office rubbish on an "as needed" basis, which shall be at least three times per work week. Tenant shall not allow any garbage which may cause odors or attract pests to remain overnight.
 - b. Tenant shall collect and convey for recycling commodities viable for recycling, or if any building-wide recycling services are made available by the Landlord, they shall utilize such services.
 - c. In Suite 201 the Tenant's janitorial provider shall be responsible for provision of any and all cleaning services, including but not limited to: vacuuming, cleaning hard-surface floors, dusting, cleaning kitchen and staff restroom areas, and providing consumable goods such as paper towels and toilet paper. Daily damp mop cleaning of the resilient flooring in the rest rooms

2. Landlord's Scope of Janitorial Duties: the Landlord or their janitorial services provider shall be responsible for provision of janitorial services in all common areas of the Premises, which include but are not limited to the stairwells, entrances, elevator, lobbies, common area rest rooms, and common area corridors.
 - a. Provision of janitorial services shall include timely supply of all consumable goods in the rest room and break room such as soap, paper towels and toilet paper.
 - b. Common area Rest Rooms shall be maintained in a clean, sanitary manner, they shall be thoroughly cleaned in conformance with the following:
 - i. Toilets and sinks shall be scrubbed daily
 - ii. Mirrors shall be cleaned at least once per week
 - iii. Resilient floors shall be cleaned and washed at least once per work day.
 - iv. Trash and rubbish shall be collected and disposed of at least once per work day.
 - c. The Common area entrances, lobbies and corridors shall be maintained in a manner which presents a neat and orderly appearance:
 - i. they shall be vacuumed at least two (2) times per week during non-winter weather
 - ii. During winter weather sand, salt, water and grim shall be removed and the floors vacuumed or cleaned at least once daily.
 - iii. All rubbish and garbage from common areas shall be collected and disposed of at least once per each work week day.

3. The Landlord shall allow the Tenant or the Tenant's janitorial service provider to deposit bagged office rubbish collected from the Premises into an onsite dumpster the Landlord shall provide and maintains for such use; such use may be shared in common with other tenants to the building to which the Premises are a part.

Landlord Initials: 

Date: 1/5/15

EXHIBIT C

Provisions for Architecturally Barrier – Free Accessibility, "Clean Air" compliance, Improvements and Recycling

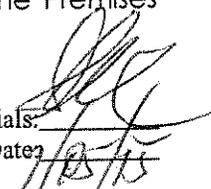
Part I Architecturally Barrier-Free access to the Premises conforming with all applicable codes and regulations which are in effect as of the date of inception of the Term shall be provided unless otherwise agreed by the parties hereto and agreed by the "Architectural Barrier-Free Design Committee". If Barrier-Free access is deficient it shall be provided after the inception of the Term herein by making certain renovations and/or alterations to the Premises which shall include all recommendations set forth by the State of New Hampshire's "Architectural Barrier-Free Design Committee" (AB Committee) in their "Letter of Recommendation" which has been attached hereto and made part of the Agreement herein by reference. *Specify in text and/or illustrate the manner in which all renovations recommended by the AB Committee will be provided at the Premises. Define which party, the Landlord or Tenant, shall be responsible for providing and funding said renovations and the time frame allowed for completion.*

As set forth in the agreement herein all work provided to the Premises during renovations described in Part III herein shall conform to all applicable codes including but not limited to those pertaining to architecturally barrier-free accessibility. Such renovations shall also include any improvements specifically requested by the State of New Hampshire's Architectural Barrier-Free Design (AB) Committee in their "letter of recommendation" which shall be attached herein.

Part II Certification from the State of New Hampshire Department of Environmental Services ("Environmental Services") stating the Premises comply with the requirements of State of New Hampshire RSA 10:B "Clean Indoor Air in State Buildings" ("clean air") as defined by Chapter Env-A 2200 has either been obtained and a copy of said certification attached herein, or shall be obtained in accordance with the following:

No later than thirty (30) days after the commencement of the Term herein the air quality of the Premises shall be tested in conformance with requirements set forth in Chapter Env-A 2200 in accordance with the requirements of the Agreement herein. *Specify which party – the Landlord or the Tenant- shall schedule and pay for the required testing. In the event of testing results demonstrating the Premises do not conform with all or part of the requirements of Chapter Env-A 2200, specify which party will be responsible for providing and paying for the alterations and repairs necessary to remedy the non-conformity, the time frame to be allowed for providing remedy, and which party shall bear the cost of re-testing and repair required until such time a "certification of compliance" is issued.*

After completion of renovations but prior to Tenant's occupancy, the Landlord at their sole expense shall be responsible for hiring technicians which meet the State of New Hampshire Department of Environmental Services (NHDES) criteria of professional accreditation to perform NHDES "Clean Indoor Air" tests in the Premises as set forth in Administrative Rules Chapter Env – A2200. In accordance with these rules within five (5) days of receipt of the air quality results the Landlord shall submit a copy to the Tenant, and a notarized copy to NHDES, the copy addressed to NHDES shall be delivered to: "Indoor Air Quality Program", Hazen Drive, P.O. Box 95, Concord, NH 03302-0095. In the instance of testing results showing deficiency in any criterion, the Landlord shall consult with the State of New Hampshire and the testing lab that performed the testing to gain their recommendation of "best practice" for provision of remedy, and thereafter implement provision of such remedy through repair/alteration to the Premises. Any and all required repairs or alterations determined to be necessary under this provision shall be completed within a reasonable time frame, in no instance exceeding four (4) months after report of the deficiency. After the completion of all repairs the Landlord shall provide air-quality testing for the previously deficient area to prove remedy has been provided, the results shall be sent to the Tenant as proof of conformance. The Landlord shall be obligated to comply with the forgoing protocol until such time the Premises conform to Environmental Services "ENV-A2200" standards.

Landlord Initials: 

Date: 1/15/15

Part III

Improvements, Renovations or New Construction ("work"): In the event that the Agreement herein includes provisions for such "work" to be provided, the Tenant's finalized version of Design-Build floor plans, specifications and any supplemental defining documents depicting all "work" shall be reviewed, accepted, agreed-to and signed by both parties and shall be deemed as part of the lease document. The Tenant and the Landlord shall both retain copies of these documents. Tenant shall provide complete copies to the State of New Hampshire, Department of Administrative Services, Bureau of Planning and Management.

1. No later than the date set forth in "3.2 Occupancy Term" herein, the Landlord shall, at the sole expense of the Landlord, substantially complete provision of all required construction and improvements to the Premises delivering it in "turn-key" condition to the Tenant. Scope of improvements shall be as defined in Part I above and as defined in the Tenants' "Design-Build Specifications". The Landlord's minimum obligation regarding provision and fit up of the Premises shall include but not be limited to provision of the level of quality, type of space, configuration, specifications and finishes set forth in the "Specification" document; and,
2. Landlord's minimum obligation regarding provision and fit up of the Premises shall also include provision of an interior layout conforming to the Tenant's plans as which are listed and cited in the above referenced "Design-Build Specifications" in Section 1.1 "Design Intent - Tenant Plans". Notwithstanding the foregoing the Tenant shall allow for reasonable variations if needed in order to accommodate structural and/or mechanical requirements.

Part IV

Recycling: The manner in which recycling at the Premises will be implemented and sustained is either documented below or as specified in the attachment hereto titled "Recycling" which shall be made part of the Agreement by reference.

1. The Tenant or the Tenant's janitorial service provider shall recycle "waste products for which markets are available." The following products are included: mixed paper, including boxboard, corrugated cardboard, shredded paper and containers (plastic, tin, cans, bottles and glass). The Tenant shall provide quarterly detailed reports to the Department of Administrative Services Division of Plant and Property that identifies the type of waste or recycled waste products by type and quantity (weight).
2. In the instance of the Landlord implementing a recycling program for the building to which the Premises are a part, the Tenant shall be allowed to participate in this program at no additional charge.

Landlord Initials: 
Date: 7/5/08

**EXHIBIT D
SPECIAL PROVISIONS**

The parties' agreements concerning modifications or additions to the foregoing standard provisions of this lease shall be as set forth below or attached hereto and incorporated by reference:

SPECIAL PROVISIONS:

Public Disclosure: RSA 91-A obligates disclosure of contracts (which includes operating leases) resulting from responses to RFPs. As such, the Secretary of State provides to the public any document submitted to G&C for approval, and posts those documents, including the contract, on its website. Further, RSA 9-F:1 requires that contracts stemming from RFPs be posted online. By submitting a proposal and entering into the Agreement herein the Landlord acknowledges and agrees that, in accordance with the above mentioned statutes and policies, (and regardless of whether any specific request is made to view any document relating to this RFP), the lease agreement herein will be made accessible to the public online via the State's website without any redaction whatsoever.

Tenant Insurance: The Tenant is the State of New Hampshire acting by and through the Department of Education and as such is "self-insured", and will not be providing Tenant Insurance for the Premises. Proof of the Tenant's "self-insurance" shall be provided by a letter issued by the Department of Administrative Services, Office of Risk Management, and attached herein:

Landlord Initials: 

Date: 1/5/15

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Haverford-Hathaway, L.L.C. is a New Hampshire limited liability company formed on March 24, 2005. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of January, A.D. 2015

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Stephen M. Chapman, am the Member of SMC Holding LLC, acting in its capacity as the Manager of Haverford-Hathaway, and do hereby certify:

- 1. SMC Holding LLC is duly elected and acting Manager for Haverford-Hathaway, L.L.C., which is organized in the State of New Hampshire.
2. I maintain and have custody of, and am familiar with, the minute books of Haverford-Hathaway, L.L.C.;
3. I am duly authorized to issue certificates with respect to the contents of such books;
4. The following is a true, accurate and complete copy of the resolution adopted during a meeting of the Members of Haverford-Hathaway, L.L.C. Said meeting was held in accordance with the laws and by-laws of the State in which Haverford-Hathaway, L.L.C. is organized, upon the following date: January 5, 2015

RESOLVED: That this LLC shall enter into a contract with the State of New Hampshire, acting by and through the Department of Education providing for the performance by this LLC of certain services as documented within the foregoing Lease, and that the Manager of this

LLC, SMC Holding, LLC, by Stephen M. Chapman, its Member, on behalf of this LLC, is authorized and directed to enter into the said lease contract with the State of New Hampshire, and that they are to take any and all such actions that may be deemed necessary, desirable or appropriate in order to execute, seal, acknowledge and deliver any and all documents, agreements and other instruments on behalf of this LLC in order to accomplish the same.

RESOLVED: That the signature of the above authorized party or parties of this LLC, when affixed to any instrument of document described in, or contemplated by, these resolution, shall be conclusive evidence of the authority of said parties to bind this LLC, thereby:

- 5. The foregoing resolutions have not been revoked, annulled, or amended in any manner what so ever, and remain in full force and effect as of the date hereof;
6. The following person or persons have been duly elected to, and now occupy, the Office or Offices indicated: (fill in the appropriate names of individuals for each titled position)
Manager: SMC Holding LLC

IN WITNESS WHEREOF: I sign below as the Member of SMC Holding LLC, the Manager of the LLC, and have executed the foregoing in my capacity as the duly authorized Member of SMC Holding LLC acting in such capacity (if applicable) upon this date: (insert date of signing) January, 2015 (signature)

In the State and County of: (State and County names) Massachusetts, Middlesex

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE OF:

Massachusetts COUNTY OF: Middlesex

UPON THIS DATE Jan. 9, 2015, appeared before me (print full name of notary)

the undersigned officer personally appeared (insert officer's name) Stephen M.

Chapman who acknowledged him/herself to be (insert officer's title, and the name of corporation) Manager of SMC Holding LLC, acting as Manager of Haverford-Hathaway, L.L.C.

and that being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation.

In witness whereof I hereunto set my hand and official seal. (Provide signature, seal and expiration of commission)

(Handwritten signature of Winnie Wong)

Winnie Wong
Notary Public
My Commission Expires November 26, 2015
Commonwealth of Massachusetts





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/13/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER W.T. Phelan & Company 645R Massachusetts Avenue Arlington MA 02476	CONTACT NAME: Kathleen Munyon	
	PHONE (A/C No. Ext): (781) 641-7200 FAX (A/C No): (781) 646-2410 E-MAIL ADDRESS: kathy.munyon@wtphelan.com	
INSURED Haverford-Hathaway LLC 100 Galen Street, Suite 301 Watertown MA 02472-4502	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Citizens Insurance Company of	31534
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

CERTIFICATE NUMBER: CL1521309121

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			ZBN8960080 04	12/10/2014	12/10/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 Deductible \$ None
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: One Sundial Avenue, Manchester NH 03103

State of New Hampshire is additional insured with respect to general liability per Form #421-0080 01/03 and subject to policy terms, conditions and exclusions - written contract required.

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire 21 Fruit Street, Suite 20 Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE R Ramsey, Jr./MUNYKS <i>Richard R. Ramsey Jr.</i>

ACORD 25 (2010/05)

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**New Hampshire
Governor's Commission on Disability**



"Removing Barriers to Equality"

Margaret Wood Hassan, Governor
Paul Van Blarigan, Chair
Charles J. Saia, Executive Director

To the Honorable Governor Maggie Hassan and Members of the Executive Council

OPINION REGARDING ACCESSIBILITY

Lessee: Department of Education, Division of Adult Rehabilitation and Training, Vocational Rehabilitation District Office
Location: New - replacing current district office: 1 Sundial Avenue, Suite 201N, Manchester NH 03103
Lessor: Haverford Hathaway, LLC, c/o CP Management, Inc, P11 Court Street, Exeter NH 03833
Term: Ten (10) years: Contract to commence March 31, 2015 with ninety (90) day fit-up schedule providing: Lease Occupancy commencing July 1, 2015, expiring June 30, 2025.

In accordance with the administrative rules codified in Adm 610.16 (e) (3), The Governor's Commission on Disability's (GCD) Committee on Architectural Barrier Free-Design (ABFDC) has conditionally opined that the leased location referenced above and referred to herein, meets barrier free requirements, subject to the conditions contained in this letter. The subject lease was reviewed during the ABFDC Committee's November 18, 2014 meeting however since a membership quorum was not attendant a final vote regarding the matter was not possible. The ABFDC Committee convened on December 16, 2014 and voted to formally adopt the opinion herein.

Upon completion of all specified renovations and prior to Tenant occupancy, all improvements and renovations – which shall include both those set forth below and those in the Lease, the "Tenant's Design Build Specifications" and Floor Plans - must be completed in compliance with provisions set forth in this letter and with all applicable building codes, including but not limited to the Code for Barrier-Free Design for the State of New Hampshire and the State Building Code. When applicable (designated by "LAHJ approval required"), renovation plans shall be submitted to the local authority having jurisdiction (i.e., Building Inspector, Code Enforcement Officer) for approval.

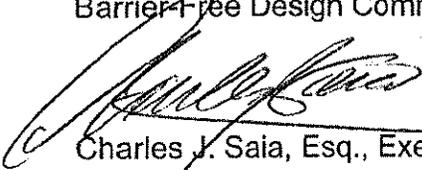
CONDITIONS:

1. There are no supplemental "conditions" for approval, such approval is contingent upon all renovations and improvements being provided as specified herein and in accordance with the following:
 - a. **All proposed revisions to the Tenant's design build plans or specifications shall be submitted for approval by the Architectural Barrier-Free Design Committee and the local authority having jurisdiction (i.e. the Building Inspector).**
 - b. Construction drawings at 60% completion shall be submitted to the Architectural Barrier-Free Design Committee for an accessibility plan review.
 - c. Prior to occupancy the Architectural Barrier-Free Design Committee shall be invited to conduct an accessibility site visit.

A representative for the Lessee or a designee of the Lessee must provide to the ABFDC proof of completion by photographs and/or paid invoices for the items listed above within forty five (45) days after the commencement of the lease, and shall certify to the ABFDC that the conditions outlined herein and as set forth in the Lease Agreement and related attachments have been satisfied.

This opinion is based upon the site-survey completed by Administrative Services and on the assurances of that agency's ADA Coordinator. The AB Committee staff cannot survey all state leased properties. However, as a safeguard for the state against ADA litigation, and to assure access for the state's people with disabilities, random surveys are performed.

Respectfully submitted by the Governor's Commission on Disability, through its Architectural Barrier-Free Design Committee,



Charles J. Saia, Esq., Executive Director
And Facilitator
Governor's Commission on Disability

Biennial Report
of the
Long Range Capital Planning and Utilization Committee

To

Her Excellency, Governor Margaret Wood Hassan

and the Honorable Council

The Honorable Chuck Morse, President of the Senate

The Honorable Terie Norelli, Speaker of the House

December 1, 2014

Representative David B. Campbell, Chairman

COMMITTEE MEMBERS

Representative David B. Campbell, Chairman

Senator David R. Boutin, Vice Chairman

Representative John R. Cloutier, Clerk

Representative Gene G. Chandler

Representative Alfred C. Lerandeau

Representative John A. Graham, Alternate

Representative Katherine D. Rogers, Alternate

Senator Sylvia B. Larsen

Senator James B. Rausch

Senator Nancy F. Stiles

Gerard Murphy, Governor's Office, Designee

Linda M. Hodgdon, Commissioner, Department of Administrative Services-Non-Voting

Christopher Clement, Commissioner, Department of Transportation-Non-Voting

In accordance with RSA 17-M, the Long Range Capital Planning and Utilization Committee submits the following recommendations and report of the committee's activities during the period, December 1, 2012 through November 30, 2014.

Property Disposal/Leasing Committee Actions:

For the two-year period ending November 30, 2014, the Committee, in accordance with RSA 4:39-c, 4:40 and 228:57, authorized property sales of \$11,507,300 and entered into leases/easements of state property totaling \$1,763,953 per year. Actual sales during the period totaled \$9,634,500, and administrative fees assessed on actual sales totaled \$22,000. A listing of all actions by the current committee on the sale and lease of state-owned properties is attached.

Legislative Update:

In the 2013 and 2014 legislative sessions, two bills were passed related to the Long Range Capital Planning and Utilization Committee.

Chapter 83, Laws of 2013, effective August 18, 2013, repealed RSA 17-M:2, I(b) relative to the duty of the long range capital planning and utilization committee concerning the master plan for the New Hampshire hospital campus, dated October 31, 1994.

Chapter 259, Laws of 2013, effective July 24, 2013, provides that department of transportation, in consultation with the department of resources and economic development, shall develop a procedure for soliciting requests for proposals for the sponsorship or naming rights, or both, for any New Hampshire rest area and shall submit such procedure to the long range capital planning and utilization committee within 90 days of the effective date of this bill for its review and approval. On October 8, 2013, the department of transportation submitted an item (LRCP 13-048) to the committee pursuant to this act. The Committee approved the request, and requested that the department of transportation add a designee from the long range capital planning and utilization committee to the RFP selection committee and nominated

Agency Capital Budget Requests:

Agency capital budget requests, as presented during the Governor's capital budget hearings for the 2016-2017 biennium, included general funded project requests of \$227.3 million, and \$149.2 million of federal projects, highway funded projects, and projects supported by other funds resulting in \$376.5 million of total project requests. The agencies requesting more than \$20.0 million include: \$32.3 million by the Department of Administrative Services; \$29.8 million by the Adjutant General's Department; \$24.6 million by the Department of Environmental Services; \$83.3 million by the Department of Transportation; \$46.8 million by the Department of Health and Human Services; \$20.2 million by the Department of Education; \$28.4 million by the Community Colleges System of New Hampshire; and \$38.0 million by the University System of New Hampshire. These requests are not final and may change as the requests continue through the legislative budget process.

The Long Range Capital Planning and Utilization Committee states that given the magnitude of the agency requests and balancing the use of bonding in an environment of historic low interest rates while maintaining the State's bond rating, the Committee recommends that agencies give priority to projects that will comply with federal regulations, enhance education, provide facilities for the State's citizens and State employees, encourage tourism, eliminate hazardous waste, enhance the information technology infrastructure, provide clean water and protect the integrity of the environment.

**State of New Hampshire
Long Range Capital Planning and Utilization Committee
Summary of 2013 and 2014 Items**

LRCPU Number	Agency	Statutory Authority	Comments	Approved	Status	Listing Price	Amount of Sale
2013							
13-001	Long Range Capital Planning & Utilization Committee		Revised Statutes Annotated-12/03/12	3/5/2013	Informational		
13-002	Department of Health and Human Services, Office of Business Operations	RSA 4:39-b	request for approval of 10-year lease agreement with Levere Home Ossipee, LLC, 11 Court Street, Exeter, NH 03833, for secure office space for a total lease cost of \$2,573,748.24 with occupancy and commencement of rental payments to be September 1, 2013, following completion of all construction, through August 31, 2023, as specified in the request dated January 17, 2013 Rec'd LRCPU 13-002 Additional Information -letter of intent to withdraw the request, dated May 13, 2013	Tabled 3/5/13 Withdrawn by the Agency 5/14/13	Withdrawn		
13-003	NA	NA	NA				
13-004	Department of Transportation, Bureau of Right-of-Way	RSA 4:39-c	request authorization to sell and release its interest in a 1,539 square foot portion of the Limited Access Right-of-Way located on the westerly side of the FE Everett Turnpike (Interstate 293) in the City of Manchester directly to the Allard Family L.C. for \$4,100, which includes an \$1,100 Administrative Fee, subject to the conditions as specified in the request dated January 18, 2013	3/5/2013	Sold	\$4,100	\$4,100
13-005	Department of Administrative Services	RSA 4:40	request authorization to enter into a listing agreement with NAI Norwood Group, allowing negotiations within the Committee's current policy guidelines, for a term of up to one year to sell the former Nashua District Court property located at 25 Walnut Street (including one building of approximately 19,459 square feet and approximately 1.11 acres of land) in the City of Nashua for \$1,153,778, plus an Administrative Fee of \$1,100, as specified in the request dated January 17, 2013	Tabled 3/5/13 Approved 5/14/2013	Price reduced (see LRCPU 13-042 and 14-007)	\$1,153,778 (min)	N/A (see LRCPU 14-007)
13-006	Department of Administrative Services	RSA 4:40	request authorization to enter into a listing agreement with NAI Norwood Group for a term of up to one year to sell the property located at 247-249 Pleasant Street (including two buildings totaling approximately 5,356 square feet and approximately 0.989 acres of land) in the City of Concord for a price to be determined at a later date with further approval of the Committee, plus an Administrative Fee of \$1,100, as specified in the request dated January 17, 2013	3/5/2013 Approved with understanding of the Committee that the Department will return within 60 days to seek approval to sell the property at the highest and best price	Sale agreement approved (see LRSP 13-021)	N/A (used call for offers)	\$900,000 (see LRCPU 13-021)
13-007	NH Fish & Game Department	RSA 4:40	request authorization of the sale of a 0.58 acre parcel of land located on Conner Pond Road in the Town of Ossipee for \$11,500, plus an \$1,100 Administrative Fee, to Bruce and Marion Rines, an abutter, as specified in the request dated January 17, 2013 (LRCP 12-062 was tabled 11/27/12)	3/5/2013	Transferred 7/19/2013 Carroll County Registry Book 3093, Page 0007	\$11,500	\$11,500 plus Administrative Fee

**State of New Hampshire
Long Range Capital Planning and Utilization Committee
Summary of 2013 and 2014 Items**

LRCPU Number	Agency	Statutory Authority	Comments	Approved	Status	Listing Price	Amount of Sale
13-008	Department of Transportation, Bureau of Rail & Transit	RSA 4:40 & RSA 228:67	request authorization to enter into a sale agreement with the Town of Windham for a 1.01 acre parcel of land on the State-owned Manchester & Lawrence railroad corridor in Windham for \$7,000, and an \$1,100 Administrative Fee, subject to the conditions as specified in the request dated February 4, 2013	3/5/2013	Deed enroute to Town, Town will register it with Rockingham County	\$7,000	\$7,000
13-009	Department of Transportation, Bureau of Right-of-Way	RSA 4:39-c	request authorization to amend the minimum bid requirement from \$25,100 to \$7,600, which includes an Administrative Fee of \$1,100, to sell a 2 +/- acre parcel of State owned land located along the northerly side of NH Route 10 in the Town of Piermont by sealed bid process to the general public, subject to the conditions as specified in the Department's request dated February 11, 2013 (LRCP 11-028 approved August 23, 2011)	3/5/2013	Sold	\$7,600	\$7,700
13-010	Department of Administrative Services	RSA 4:40	request approval of a twenty (20) year Driveway Use Agreement with Bindery Redevelopment, LLC to utilize for public vehicular access to the rear corner of its parcel at 43-45 South Main Street in Concord the abutting State-owned driveway, which provides rear access from South Main Street to the State land and buildings at 12 Hills Avenue in Concord, at no cost, subject to the conditions as specified in the request dated March 6, 2013	LRCP 13-015 replaced 13-010	/	/	/
13-011	Department of Transportation, Bureau of Right-of-Way	RSA 4:39-c	request authorization to extend the listing agreement with Coldwell Banker for a term of six (6) months, for the sale of a 4.4 +/- acre parcel of State owned land located on the corner of Radburn Street, Smyth Road and Mammoth Road with the parcel also being located on the easterly side of Interstate 93 in the City of Manchester at the current listing price of \$150,000, allowing negotiations within the Committee's current policy guidelines, and assess an Administrative Fee of \$1,100, as specified in the request dated February 13, 2013 (LRCP 11-032, approved 11/03/11, and subsequently amended by LRCP 12-045 on 09/18/12)	3/5/2013	Sale was approved by G&C. Buyer is going through permitting process.	\$150,000	
13-012	Department of Transportation, Bureau of Right-of-Way	RSA 4:39-c	request authorization to sell two (2) parcels of land (0.94 +/- Acre and 0.1 Acre) located on the easterly side of US Route 3/NH Route 11 in the Town of Tilton directly to the Town of Tilton for \$14,700, which includes an \$1,100 Administrative Fee, subject to the conditions as specified in the request dated February 15, 2013	3/5/2013	Sold	\$15,800	\$15,800

**State of New Hampshire
Long Range Capital Planning and Utilization Committee
Summary of 2013 and 2014 Items**

LRCPUC Number	Agency	Statutory Authority	Comments	Approved	Status	Listing Price	Amount of Sale
13-013	Department of Transportation, Bureau of Right-of-Way	RSA 4:39-c	request authorization to extend the listing agreement with NAI Norwood Group for a term of six (6) months, for the sale of an 11.7 Acre (4.735 hectare) parcel of State owned land with buildings located at 41 Range Road (easterly side of NH Route 111), Just south of Searles Road in the Town of Windham at the current listing price of \$1,250,000, allowing negotiations within the Committee's current policy guidelines, and assess an \$1,100 Administrative Fee, as specified in the request dated February 20, 2013 (LRCP 12-019, approved 04/03/12)	3/5/2013	Sold	\$1,250,000	\$1,250,000
13-014	CORD		4 Surplus Land Reviews; Wentworth's Location SLR 13-001, Laconia SLRs 13-002, 13-003 and 13-004	5/14/2013	Informational		
13-015	Department of Administrative Services	RSA 4:40	request approval for a twenty (20) year Driveway Use Agreement with Bindery Redevelopment, LLC to utilize for public vehicular access to the rear corner of its parcel at 43-45 South Main Street in concord the abutting State-owned driveway, which provides real access from South Main Street to the State land and buildings at 12 Hills Avenue in Concord, at No charge, subject to the conditions as specified in the request dated March 6, 2013	5/14/2013	Effective upon G&C approval (8/14/13, Item #7)	N/A	N/A
13-016	Department of Administrative Services	RSA 4:40	request approval to enter into a listing agreement with Gallo Realty Group NH, LLC, for a term of one (1) year, for the sale of a three-story wood frame house of approximately 3,330 square feet on approximately 0.34 acres of State-owned land located at 85 Pleasant Street, in the City of Concord for \$89,900, plus an \$1,100 Administrative Fee, allowing negotiations within the Committee's current policy guidelines, subject to the conditions as specified in the request dated March 13, 2013	5/14/2013	Listing suspended (previous sale agreement rescinded due to ongoing dispute with abutter)	\$89,900 (before listing was suspended pending resolution of dispute with abutter)	N/A (pending AG resolution of dispute with abutter)
13-017	Department of Administrative Services	RSA 4:40	request approval to enter into a listing agreement with Gallo Realty Group NH, LLC, for a term of one (1) year, for the sale of a two-story wood frame house of approximately 2,428 square feet on approximately 0.14 acres of State-owned land located at 79 Pleasant Street, in the City of Concord for \$89,900, plus an \$1,100 Administrative Fee, allowing negotiations within the Committee's current policy guidelines, subject to the conditions as specified in the request dated March 13, 2013	5/14/2013	sale approved by G&C (12/20/13, Item #23) and closed 1/6/14	\$89,000	\$100,000

**State of New Hampshire
Long Range Capital Planning and Utilization Committee
Summary of 2013 and 2014 Items**

LRCPUC Number	Agency	Statutory Authority	Comments	Approved	Status	Listing Price	Amount of Sale
13-018	Department of Administrative Services	RSA 4:40	request approval of a two (2) year Field License Agreement with the City of Laconia to utilize the State-owned Hank Risley Field in Laconia for youth and adult sport practices and as a care parking lot for sporting events at the adjacent Robbie Mills Park, at no cost, subject to the conditions as specified in the request dated April 1, 2013	5/14/2013	effective upon G&C approval (5/1/13, Item #20) subject to LRCPUC approval (5/14/13)	N/A	N/A
13-019	Community College System of NH	RSA 188-F:6, XIII-a	request approval of a Purchase and Sale Agreement handled by Grubb & Ellis NNE, commercial broker, for the sale of 89.9 +/- acres, consisting of a 100,035 +/- square foot building located at 275 Portsmouth Avenue, Stratham to Juliet Marine Systems, Inc. for \$2,750,000 and further request a waiver of the right of first refusal which the State has retained, as specified in the request dated April 8, 2013	4/16/2013	See Amended Item LRCP 13-033		
13-020	Department of Transportation, Bureau of Right-of-Way	RSA 4:39-c	request authorization to sell an access point through the Limited Access Right-of-Way of Hackett Hill Road in the Town of Hooksett directly to the Palazzi Corporation for \$671,100, which includes an \$1,100 Administrative Fee, subject to the conditions as specified in the request dated April 5, 2013	Late Item 04/16/2013	Sold	\$671,100	\$671,100
13-021	Department of Administrative Services	RSA 4:40	request authorization to enter into a Purchase and Sale Agreement with Dartmouth-Hitchcock Clinic to sell the property located at 247-249 Pleasant Street (including two buildings totaling approximately 5,356 square feet and approximately 0.989 acres of land) in the City of Concord for \$900,000 plus an \$1,100 Administrative Fee, subject to the conditions as specified in the request dated 04/24/13 (LRCP 13-006, originally approved 05/08/13)	5/14/2013	Sale approved by G&C (7/24/13, Item #13) and closed (7/29/13)	N/A (used call for offers per LRCP 13-006)	\$900,000
13-022	Department of Transportation, Bureau of Right-of-Way	RSA 4:39-c	request authorization to enter into a listing agreement for a term of one (1) year with Parade Properties for the sale of a 0.34 +/- acre parcel of State owned land located on the southerly side of NH Route 155 in the Town of Madbury for \$60,000, and assess an \$1,100 Administrative Fee, subject to the conditions as specified in the request dated April 25, 2013	5/14/2013	See Amended Item LRCP 13-049		

**State of New Hampshire
Long Range Capital Planning and Utilization Committee
Summary of 2013 and 2014 Items**

LRCPU Number	Agency	Statutory Authority	Comments	Approved	Status	Listing Price	Amount of Sale
13-023	Department of Transportation, Bureau of Turnpikes	RSA 4:39-c	original request dated May 7, 2013, replaced by redacted request LRPC 13-023 Replacement to omit developer name, dated May 7, 2013 LRPC 13-023 Replacement #2 - to enter into a 35-year ground lease contract w/2 5-yr options at the sole discretion of the State in order to re-develop the north & southbound Rest Areas in the Town of Hooksett to full service welcome centers w/concession sales, fuel sales, visitor centers, and new liquor stores, for a minimum guaranteed rent of \$23,236,301 over the 35-yr term w/tiered rent payments based on the sale of gasoline and tiered percentage rent based on gross concession sales to be paid by the Developer/Operator, Granite State Hospitality, LLC dba the Common Man Hooksett (aka The Common Man), subject to the terms of the revenue sharing and conditions of the ground lease and concession agreement as specified in the request dated May 20, 2013. The contract requires the Developer/Operator to design, build, finance, maintain and operate the service areas with the exception of the new Liquor Stores, which will be financed, owned, and operated by the New Hampshire Liquor Commission.	Tabled 5/14/2013 Approved LRPC 13-023 Replacement #2 5/21/2013	35-year Ground Lease Contract was executed and approved by G&C 06/19/13	N/A	Minimum Guaranteed Rent Payments begin in FY15 with \$86,301 due in FY15, \$500,000 due annually in FY16 thru FY20, \$550,000 due annually in FY21 thru FY48. Dependent on amount of gross sales and fuel sales, tiered percentile rent and tiered fuel rent may be applicable that will increase the amount of annual rent paid
13-024	CORD		3 Surplus Land Reviews; Wentworth's Location SLR 13-005, 13-006, and City of Laconia 13-007	5/14/2013	Informational		
13-025	CORD		2 Surplus Land Review; City of Concord SLR 13-008 and Rye SLR 13-009	6/25/2013	Informational		
13-026	Department of Transportation, Bureau of Right-of-Way	RSA 4:39-c	request authorization to amend the listing price from \$350,000 to \$299,900, allowing negotiations within the Committee's current policy guidelines, assess an Administrative Fee of \$1,100, and further extend the listing agreement with KW Commercial for a term of six months to sell a 3.5 +/- acre parcel located on the easterly side of US Route 3 in the Town of Bedford, subject to the conditions as specified in the request dated June 6, 2013 (LRCP 12-035, originally approved 06/26/12).	6/25/2013	See Amended Item LRPC 14-002		

**State of New Hampshire
Long Range Capital Planning and Utilization Committee
Summary of 2013 and 2014 Items**

LRCPU Number	Agency	Statutory Authority	Comments	Approved	Status	Listing Price	Amount of Sale
13-027	Department of Transportation, Bureau of Right-of-Way	RSA 4:39-c	request authorization to extend the listing agreement with Shea Commercial Properties, Inc. for a term of six months, to sell a 28.36 +/- acre parcel of State owned land located at 55 Range Road in the Town of Windham at the current listing price of \$3,400,000, allowing negotiations within the Committee's current policy guidelines and assess an \$1,100 Administrative Fee, subject to the conditions as specified in the request dated June 7, 2013 (LRCP 12-033, originally approved June 26, 2012)	6/25/2013	See Amended Item LRCP 14-001		
13-028	Department of Transportation, Bureau of Right-of-Way	RSA 4:39-c	request authorization to sell a 0.36 +/- acre portion of the Limited Access Right-of-Way located on the easterly side of the Daniel Webster Highway/US Route 3 in the City of Nashua directly to the abutters, Chester and Shirley Coulombe, for \$21,100, which includes an \$1,100 Administrative Fee, subject to the conditions as specified in the request dated June 11, 2013	6/25/2013	Sold	\$21,100	\$21,100
13-029	Department of Transportation, Bureau of Right-of-Way	RSA 4:39-c	request authorization to sell a 0.4 +/- of an acre State owned parcel located on the southwest side of NH Route 103 in the Town of Warner directly to The Town of Warner for \$6,100, which includes an \$1,100 Administrative Fee, subject to the conditions as specified in the request dated June 11, 2013	6/25/2013	In discussions with Town	\$6,100	
13-030	Department of Transportation, Bureau of Right-of-Way	RSA 4:39-c	request authorization to sell a 0.21 +/- acre portion of the Limited Access Right-of-Way located on the southeast corner of NH Route 28 and NH Route 111 in the Town of Windham directly to Kano Real Estate Development, LLC for \$23,100, which includes an \$1,100 Administrative Fee, subject to the conditions as specified in the request dated June 11, 2013	6/25/2013	Approved by G&C. Working with buyer.	\$23,100	
13-031	Department of Administrative Services	RSA 4:40	request authorization to grant a perpetual utility easement on State land to Unifil Energy Systems, Inc. and Northern New England Telephone Operations, LLC (d/b/a FairPoint Communications - NNE), as tenants in common, for the construction, installation, operation, maintenance, and replacement of transmission and distribution lines and associated service poles and other supporting facilities and apparatus as needed to provide electrical and telecommunications utility services to the Anna Philbrook Center located at 121 South Fruit Street in Concord on the southwestern corner of the Governor Hugh J. Gallen State Office Park campus, as specified in the request dated June 13, 2013	6/25/2013	Approved by G&C 7/10/13 (Item #15) and effective upon execution (7/11/13)	N/A	N/A

**State of New Hampshire
Long Range Capital Planning and Utilization Committee
Summary of 2013 and 2014 Items**

LRPCUC Number	Agency	Statutory Authority	Comments	Approved	Status	Listing Price	Amount of Sale
13-032	Department of Environmental Services	RSA 4:40	request authorization to exchange, at no cost to the State, a .03-acre tract of land at Goose Pond in Canaan to abutting land owners, Kathryn Foster and Joshua Riff, for a parcel of equal size and value, as specified in the request dated June 14, 2013	6/25/2013	Awaiting approval by AG's Office and Governor & Council		
13-033	Community College System of NH	RSA 188-F:6, XIII-a	request approval to amend LRCP 13-019, approved April 16, 2013, to move the expiration date of the "Due Diligence Period" from August 13, 2013 to December 31, 2013, as specified in the request dated July 19, 2013	8/6/2013	See Amended Item LRCP 14-005		
13-034	Department of Administrative Services	RSA 4:40	request approval of the Amendment Agreement with Concord Steam Corporation, 123 Pleasant St, Concord to extend by an additional three (3) years the initial term of a three (3) year License for Use of Premises between the parties to operate the boiler plant located at the Governor Hugh J. Gallen State Office Park near Pleasant Street in Concord, with an annual license fee of \$100,515.60 to be payable in equal monthly installments of \$8,376.30, subject to the conditions as specified in the request dated July 22, 2013	8/6/2013	effective upon G&C approval (8/14/13, Item #9)	N/A	N/A
13-035	CORD		2 Surplus Land Review; City of Concord SLR 13-010 and City of Concord SLR 13-011	9/24/2013	informational		
13-036	Department of Health and Human Services, Office of Business Operations	RSA 4:39-b,	request approval of a ten-year lease agreement with Key Road Associates, 106 Washington Street, Keene, NH 03431, effective November 1, 2013 with an end date of March 31, 2024 for approximately 15,871 square feet of office space, with a total lease cost of \$3,348,000, with occupancy of the premise and commencement of rental payment beginning on April 1, 2014, following completion of all construction, subject to the conditions as specified in the request dated August 27, 2013	9/24/2013	Approved by G&C 10/16/13 (Item #47) Commencing 04/01/14	N/A	N/A
13-037	Department of Resources and Economic Development	RSA 4:40	request authorization to convey a Conservation Easement protecting the state-owned 284-acre Big Island State Forest in Wentworth Location, NH to the United State Fish and Wildlife Service (USFWS) in exchange for a 233-acre portion of the Lake Umbagog National Wildlife Refuge and further request authorization to waive the \$1,100 Administrative Fee, subject to the conditions as specified in the request dated August 28, 2013	9/24/2013	USFWS took title to the Easement on 12/20/2013 and paid State \$6,200 to equalize State's taking title to 233 acres of USFWS land	\$99,400	\$6,200 Exchanged for 233 acres of USFWS land valued at \$93,200

**State of New Hampshire
Long Range Capital Planning and Utilization Committee
Summary of 2013 and 2014 Items**

LRCPUC Number	Agency	Statutory Authority	Comments	Approved	Status	Listing Price	Amount of Sale
13-038	Department of Resources and Economic Development	RSA 228:31-b, RSA 4:40	requests the Department of Transportation (DOT) to permanently transfer control and management responsibility of a 6 +/- Acre parcel of State owned land and building located on the easterly side of Bear Notch Road in the Town of Bartlett to DRED at no cost, subject to the conditions as specified in the request dated September 13, 2013 (LRCP 12-009, approved as amended June 26, 2012)	9/24/2013	Transfer of Management Responsibilities was recorded on 04/17/2014	N/A	N/A
13-039	Department of Transportation, Bureau of Right-of-Way	RSA 4:39-c	request authorization to enter into a listing agreement for a term of one (1) year with Prudential Verani Realty, allowing negotiations within the Committee's current policy guidelines, for the sale of a 0.22 +/- acre parcel of State owned land improved with a single family residence located at 4104 Brown Avenue in the City of Manchester for \$130,000, and assess an \$1,100 Administrative Fee, subject to the conditions as specified in the request dated September 5, 2013	9/24/2013	See Amended Item LRCP 14-006		
13-040	Department of Transportation, Bureau of Right-of-Way	RSA 4:39-c	request authorization to enter into a listing agreement for a term of one (1) year with Shea Commercial Properties, Inc., allowing negotiations within the Committee's current policy guidelines, for the sale of a 0.75 +/- of an acre parcel of State owned land located on the southwest corner of Lamson Road and Roulston Road in the Town of Windham for \$90,000, and assess an \$1,100 Administrative Fee, subject to the conditions as specified in the request dated September 13, 2013	9/24/2013	See Amended Item LRCP 14-003		
13-041	NH Fish & Game Department	RSA 4:40	request authorization to enter into a Lease Agreement, at no cost, with the Friends of Pulpit Rock Tower, for 0.438 acres of property in the Town of Rye which includes Pulpit Rock Tower and further authorization to waive the \$1,100 Administrative Fee, subject to the conditions as specified in the request dated September 13, 2013	9/24/2013	Lease was executed by all parties on 11/19/2013	N/A	N/A
13-042	Department of Administrative Services	RSA 4:40	request approval, allowing negotiations within the Committee's current policy guidelines, to reduce the previously approved sale price of the former Nashua District Court property located at 25 Walnut street (including one building of approximately 19,459 square feet and approximately 1.11 acres of land) in the City of Nashua from \$1,153,778 to \$1,000,000, plus an \$1,100 Administrative Fee (LRCP 13-005, approved May 14, 2013)	9/24/2013	Price reduced (see LRCP 14-007)	\$1,000,000 (min)	N/A (see LRCP 14-007)
13-043	Department of Administrative Services		response to Committee question from the 8/6/13 meeting regarding agency real property reports	9/24/2013	Informational		

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LRCPU Number	Agency	Statutory Authority	Comments	Approved	Status	Listing Price	Amount of Sale
13-044	NH Fish & Game Department	RSA 4:40	request approval to 1) lease an approximately three (3) acre lot containing an existing privately owned camp on Greenough Pond in Wentworth's Location to the North Country Outing Club of Milan, NH at the annual cost of \$3,981.57, and further request approval to 2) lease an approximately one (1) acre lot containing an existing privately owned camp on Greenough Pond in Wentworth's Location to Donald Couture of Berlin, NH at the annual cost of \$3,981.57, as specified in the request dated 09/26/13	10/22/2013	Leases were executed on 3/6/2014		Received from both parties \$979.46 - prorated amount due for FY14. FY15 payments of \$4,070.15 each due July 1, 2014.
13-045	Department of Transportation, Bureau of Right-of-Way	RSA 4:39-c	request authorization to sell a 2,814 square foot parcel of State owned land located on the easterly side of Allard Drive in the City of Manchester directly to Allard Family LC for \$8,100, which included a \$1,100 Administrative Fee, subject to the conditions as specified in the request dated 10/01/13	10/22/2013	Sold	\$8,100	\$8,100
13-046	Adjutant General's Department	RSA 110-B:28, VI, and RSA 4:29	informational item on Adjutant General's Dept. intent to accept a three (3) acre parcel of land located in Boscawen, NH from the NH Veterans Cemetery Assoc., Inc. (NHVCA) at no cost to the State of NH as specified in the letter dated 10/01/13	10/22/2013	Informational		
13-047	Department of Administrative Services	RSA 4:40	request approval to grant a perpetual utility easement on State land to Northern New England Telephone Operations LLC (d/b/a Fairpoint Communications-NNE) ("Fairpoint") for the installation, operation, maintenance, and replacement of telecommunications lines and support facilities and apparatus as needed to provide telecommunications utility services to the Tobey Building located at 45 South Fruit Street in Concord within the Governor Hugh J. Gallen State Office park campus, as specified in the request dated 10/07/13	10/22/2013	Authorized by G&C (11/20/13, Item #9) and effective upon execution (11/22/13)	N/A	N/A
13-048	Department of Transportation	Ch 259, L'13	request approval of the procedure for soliciting requests for proposals for Welcome Information Center Sponsorship as specified in the request dated 10/08/13	10/22/2013			
13-049	Department of Transportation, Bureau of Right-of-Way	RSA 4:39-c	request authorization to amend the listing price from \$60,000 to \$25,000, allowing negotiations within the Committee's current policy guidelines and assess an Administrative Fee of \$1,100, to sell a 0.34 +/- acre parcel located on the southerly side of NH Route 155 and the northerly side of Kelley Road (Old Pudding Hill Road) in the Town of Madbury, subject to the conditions as specified in the request dated November 4, 2013 (LRCP 13-022 approved May 14, 2013)	11/20/2013	See LRCP 14-021		

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LRCPUC Number	Agency	Statutory Authority	Comments	Approved	Status	Listing Price	Amount of Sale
13-050	Department of Transportation, Bureau of Right-of-Way	RSA 4:39-c	request authorization to enter into a listing agreement for a term of one (1) year with Coco, Early & Associates for the sale of a 1.04 +/- acres parcel of State owned land improved with a single family residence located at 5 Williston Road in the Town of Salem for \$368,000, allowing negotiations within the Committee's current policy guidelines and asses and Administrative Fee of \$1,100, subject to the conditions as specified in the request dated November 4, 2013	11/20/2013	Sold	\$368,000	\$332,000
13-051	Department of Transportation, Bureau of Right-of-Way	RSA 4:39-c	request authorization to enter into a listing agreement for a term of one (1) year with Prudential Verani Realty for the sale of a 0.89 +/- acres parcel of State owned land improved with a single family residence located at 4 Williston Road in the Town of Salem for \$380,000, allowing negotiations within the Committee's current policy guidelines and asses and Administrative Fee of \$1,100, subject to the conditions as specified in the request dated November 4, 2013	11/20/2013	Sold	\$380,000	\$342,000
13-052	CORD		1 Surplus Land Review; City of Concord SLR 13-012	1/16/2014	Informational		
13-053	Department of Administrative Services	RSA 4:40	request approval on behalf of the Department of Health and Human Services to amend an existing electric utility transmission line license held by Unitil Corporation ("Unitil") affecting the NH Hospital Cemetery parcel located on the north side of Clinton Street in Concord in order to alter the existing utility corridor license area to accommodate a utility pole line realignment project proposed for the upcoming winter months of 2014, subject to the conditions as specified in the request dated November 22, 2013	1/16/2014	Approved by G&C 1/15/14 (Item #8); pole line realignment complete winter/early spring 2014; awaiting as-built plans from Unitil as basis for license area amendment	N/A	N/A
13-054	Department of Administrative Services	RSA 4:40	request approval of a 15 year lease agreement with Lakes Region Mutual Fire Aid Association, 62 Communications Drive, Laconia for the use and occupation of approximately 5,000 square feet of space in the State-owned Dwinell Building located within the Lakes Region Facility campus along NH Route 106 in Laconia (the "Premises") for the schedule of annual rent, totaling \$25,940.04, subject to the conditions as specified in the request dated December 20, 2013	1/16/2014	Effective upon G&C approval 1/15/14 (Item #9)	N/A	N/A

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LRCPUC Number	Agency	Statutory Authority	Comments	Approved	Status	Listing Price	Amount of Sale
2014							
14-001	Department of Transportation, Bureau of Right-of-Way	RSA 4:39-c	request authorization to extend the listing agreement with Shea Commercial Properties, Inc. for a term of six-months, keep the current listing price of \$3,400,000, allow negotiations within the Committee's current policy guidelines, and assess an Administrative Fee of \$1,100, to sell a 28.36 +/- acre parcel of State owned land located at 55 Range Road in the Town of Windham, subject to the conditions as specified in the request dated February 3, 2014 [originally approved 06/26/12 (LRCP 12-033) and subsequently amended on 06/25/13 (LRCP 13-027)]	3/4/2014	Sold	\$3,400,000	\$3,060,000
14-002	Department of Transportation, Bureau of Right-of-Way	RSA 4:39-c	request authorization to amend the listing price from \$299,900 to \$250,000, allowing negotiations within the Committee's current policy guidelines, assess an Administrative Fee of \$1,100, and further extend the listing agreement with KW Commercial for a term of 6 months, to sell a 3.5 +/- acre parcel located on the easterly side of US Route 3 in the Town of Bedford, subject to the conditions as specified in the request dated February 3, 2014 [originally approved 06/26/12 (LRCP 12-035) and subsequently amended on 06/25/13 (LRCP 13-026)]	3/4/2014	Listed with realtor		
14-003	Department of Transportation, Bureau of Right-of-Way	RSA 4:39-c	request authorization to amend the listing price from \$90,000 to \$78,850, allowing negotiations within the Committee's current policy guidelines, assess an Administrative Fee of \$1,100, and continue its current listing agreement with Shea Commercial Properties, Inc., to sell a 0.75 +/- acre parcel located on the southwest corner of Lamson Road and Rouiston Road in the Town of Windham, subject to the conditions as specified in the request dated February 13, 2014 [originally approved 09/24/13 (LRCP 13-040)]	3/4/2014	Sale approved by G&C. Department working with buyer to finalize sale.		
14-004	Department of Transportation, Bureau of Right-of-Way	RSA 4:39-c	request authorization to transfer a 4,200 +/- square foot parcel of State owned land located on the southerly side of Long Island Road and also a 280 +/- square foot easement area located on the northerly side of Long Island Road in Moultonborough to the Harilla Landing Yacht Club Association in exchange for the Harilla Landing Yacht Club Association transferring to the Department of Transportation a 20,100 +/- square foot parcel of land owned by them located on the northerly side of Long Island Road, at no cost, and further request authorization to waive the \$1,100 Administrative Fee, subject to the conditions as specified in the request dated February 14, 2014	3/4/2014	Transfer Complete	N/A	N/A

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LRCPUC Number	Agency	Statutory Authority	Comments	Approved	Status	Listing Price	Amount of Sale
14-005	Community College System of NH	RSA 188-F:6, XIII-a	request authorization to amend LRCP 13-033, approved August 6, 2013, by amending the expiration date of the "Due Diligence Period" from December 31, 2013 to April 15, 2014, subject to the conditions as specified in the request dated February 19, 2014 LRCP 14-005 Additional Information , dated 03/11/14, 2nd Amendment to Purchase & Sale Agreement between CCSNH and Juliet Marine Systems, Inc.	03/14/2014 - Committee conditionally approved, upon their receipt within a week of approval, of a Second Amendment to the Purchase and Sale agreement between the Community College System of New Hampshire and Juliet Marine Systems, Inc.	See Amended Item LRCP 14-012		
14-006	Department of Transportation, Bureau of Right-of-Way	RSA 4:39-c	request authorization to amend LRCP 13-039, originally approved September 24, 2013, by correcting a typographical error in the property location from 4104 to 4014 Brown Avenue, in the City of Manchester, as currently listed with Prudential Verani Realty for the sale of a 0.22+- of an acre parcel of State owned land improved with a single-family residence for \$130,000, assess an Administrative Fee of \$1,100, and allow negotiations within the Committee's current policy guidelines, subject to the conditions a specified in the original request dated September 5, 2013	3/4/2014	Sold	\$131,100	\$131,100
14-007	Department of Administrative Services	RSA 4:40	request approval, allowing negotiations within the Committee's current policy guidelines, to reduce the previously approved sale price of the former Nashua District Court property located at 25 Walnut street (including one building of approximately 19,459 square feet and approximately 1.11 acres of land) in the City of Nashua from \$1,000,000 to \$800,000, plus an \$1,100 Administrative Fee and to extend the term of the Department's listing agreement with NAI Norwood Group for an additional six (6) months beyond the current expiration date of June 24, 2014, as specified in the request dated March 21, 2014 (LRCP 13-005, originally approved May 14, 2013, and subsequently amended (LRCP 13-042) on September 24, 2013)	4/21/2014	Listed for sale (previous sale agreement terminated by buyer during contingency period)	\$800,000 (min.)	N/A
14-008	Department of Transportation, Bureau of Rail & Transit	RSA 228:57	request approval to lease Merrimack Valley Railroad siding on approximately .87 acres (37,575 square feet) on the State owned Concord to Lincoln Railroad corridor in the Town of Northfield at \$.10 per square foot, for \$3,757.50 per year, plus \$100 per year for the private pedestrian at-grade and electric utility crossings, for a total of \$3,857.50 per year for a period of five years, with a five-year renewal provision and assess a one-time \$1,100 Administrative Fee, subject to the conditions as specified in the request dated March 12, 2014	4/21/2014	Lease Pending. Lease maintenance related conditions being negotiated, equipment status in flux. A number of railroad cars have been moved off line.	\$3,857.50	

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LRCPU Number	Agency	Statutory Authority	Comments	Approved	Status	Listing Price	Amount of Sale
14-009	Department of Transportation, Bureau of Rail & Transit	RSA 4:40 and 228:67	request approval to sell approximately .12 acres (4,232.5 square feet) on the State-owned Mountain Division Railroad corridor in the Town of Bartlett to Cabin Fever Property LLC for a total of \$13,500, and assess a \$1,100 Administrative Fee, which includes a required \$500 deposit that has already been submitted, subject to the conditions as specified in the request dated March 18, 2014	4/21/2014	Sold	\$13,500	\$13,500 plus \$1,100 Administrative Fee
14-010	Department of Transportation, Bureau of Right-of-Way	RSA 4:39-c	request approval to sell two (2) portions of the Limited Access Right-of-Way consisting of 4,320 +/- square feet and 23,325 +/- square feet located at the southwest corner of Interstate 293 and South Willow Street in the City of Manchester directly to AutoFair Realty, LP for \$351,100, which includes an \$1,100 Administrative Fee, subject to the conditions as specified in the request dated April 1, 2014	4/21/2014	Sale approved by G&C. Department working with buyers attorney to finalize sale.	\$351,100	
14-011	Department of Transportation, Bureau of Right-of-Way	RSA 4:39-c	request approval to enter into a Use and Occupancy Agreement for the use of a 2,230 +/- square foot portion of State owned land and Right-of-Way located on the easterly side of the Spaulding Turnpike, south of the Piscataqua River in Newington, and a 3,990 +/- square foot parcel of State owned land also located on the easterly side of the Spaulding Turnpike, northerly of the Piscataqua River in Dover, with Granite State Gas Transmission, Inc. at no cost, and assess a \$1,100 Administrative Fee, subject to the conditions as specified in the request dated April 2, 2014	4/21/2014	Prepare submission for G&C meeting		
14-012	Community College System of NH	RSA 188-F:6, XIII-a	request authorization to amend LRCP 14-005, approved March 4, 2014, by amending the expiration date of the "Due Diligence Period" from April 15, 2014 to September 15, 2014 and to approve such other provisions that are contained in the 3rd Amendment to the Purchase and Sale Agreement, as specified in the request dated April 18, 2014 (LRCP 13-033, originally approved 08/06/13)	4/21/2014	Sale/closing completed on 10/14/14	No listing price. Engaged realtor to secure "highest and best offer."	\$2,750,000
14-013	Department of Transportation, Bureau of Right-of-Way	RSA 4:39-c	request authorization to sell an access point through the Controlled Access Right-of-Way (CAROW) of New Durham Road in the Town of Alton directly to T&M Fitzgerald Family Revocable Trust for \$66,100 which includes a \$1,100 Administrative Fee, subject to the conditions as specified in the request dated April 25, 2014	5/13/2014			
14-014	CORD		1 Surplus Land Review; Towns of Exeter and Stratham SLR 14-021	5/13/2014	Informational		

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LRCPU Number	Agency	Statutory Authority	Comments	Approved	Status	Listing Price	Amount of Sale
14-015	Office of Energy & Planning	RSA 4:40	request approval to convey a 50-foot wide submerged easement within the Squamscott River between Exeter and Stratham, at no cost to the State, to Granite State Gas Transmission, Inc. (GSGT) of Hampton, NH for a segment of an interstate natural gas pipeline, and to assess an administrative fee of \$1,100, subject to the conditions as specified in the request dated May 6, 2014	5/13/2014	Approved by G&C 8/5/14 (Item #33)	N/A	N/A \$1,100 Administrative Fee
14-016	CORD		2 Surplus Land Reviews; Town of Fitzwilliam SLR 14-020 and Jefferson SLR 14-022	6/24/2014	Informational		
14-017	Department of Transportation, Bureau of Rail & Transit	RSA 228:67	request authorization to transfer ownership and management of the Gerrish Depot on the State-owned Northern Railroad in Boscawen, NH to the Department of Resources and Economic Development (DRED) for rehabilitation, historic preservation, and management as a recreational facility, at no cost, as specified in the request dated May 20, 2014	6/24/2014	Complete	N/A	N/A
14-018	Department of Transportation, Bureau of Right-of-Way	RSA 228:31-b	request authorization to transfer a 6.7 +/- acre parcel of State owned land owned by the DOT with improvements located on the northeasterly side of NH Route 112 in the Town of Conway to the NH Fish & Game Department at no cost, subject to the conditions as specified in the request dated May 30, 2014	6/24/2014	Approved by G&C. Need to finalize transfer.		
14-019	Department of Transportation, Bureau of Right-of-Way	RSA 4:39-c	request authorization to sell a parcel of State owned land totaling 3.31+/- acres of land located on the easterly side of NH Route 25 in the Town of Wentworth by a sealed bid process to the abutters with a minimum bid price of \$17,000 which includes a \$1,100 Administrative Fee, subject to the conditions as specified in this request.	6/24/2014	Need to advertise sale by sealed bid process.	\$17,000	
14-020	Department of Health and Human Services, Office of Business Operations	RSA 4:39-b	request approval of ten-year term lease agreement between DHHS with Peak Three Associates, LLC, 84 Edencroft Road, Littleton, NH for the Littleton District Office effective July 17, 2014 through September 30, 2024, with a total lease cost of \$2,631,370.50 over said period.	6/24/2014	Approved by G&C 07/16/14 (Item #6) Commencing 10/01/14	N/A	N/A

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LRCPU Number	Agency	Statutory Authority	Comments	Approved	Status	Listing Price	Amount of Sale
14-021	Department of Transportation, Bureau of Right-of-Way	RSA 4:39-c	request authorization to extend the listing agreement with Parade Properties for a term of six months, keep the current listing price of \$25,000, allow negotiations within the Committee's current policy guidelines, with a real estate commission of 6%, and assess an Administrative Fee of \$1,100, to sell a 0.34 +/- acre parcel of State owned land on the southerly side of NH Route 155 and the northerly side of Kelley Road (Old Pudding Hill Road) in the Town of Madbury, subject to the conditions as specified in this request. The item (LRCP 13-022) was originally approved by LRCPU on 05/15/13 and subsequently amended by the LRCPU on 11/23/13 (LRCP 13-049).	6/24/2014	Listed for sale with realtor	\$25,000	
14-022	Department of Transportation, Bureau of Right-of-Way	RSA 4:39-c	request authorization to sell a 5.32 acre Utility Easement over State owned land located on the northerly side of Quarry Road in the Town of Troy directly to Public Service of New Hampshire for \$7,700 which includes a \$1,100 administrative fee, subject to the conditions as specified in this request	6/24/2014	Sale of Easement approved by G&C. Working with utility company to finalize sale.	\$8,800	
14-023	Department of Transportation, Bureau of Right-of-Way	RSA 4:39-c	request authorization to sell a 4.72 acre Utility Easement over State owned land located on the southerly side of Monadnock Street in the Town of Troy directly to Public Service of New Hampshire for \$7,300 which includes a \$1,100 administrative fee, subject to the conditions as specified in this request	6/24/2014	Sale of Easement approved by G&C. Working with utility company to finalize sale.	\$8,400	
14-024	Legislative Budget Assistant Office		Long Range Capital Planning & Utilization Committee Preliminary Summary of 2013 and 2014 Items as of June 17, 2014	6/24/2014	Informational		
14-025	Department of Resources and Economic Development, Division of Forests & Lands	RSA 4:40	request authorization to exchange with Muddy Paw Land Holding, LLC a right of way 50 by 100 foot wide easement across a portion of the state-owned land known as the "Presidential Rail Trail" in the Town of Jefferson (formerly Boston and Maine RR, Berlin Branch) for a 30 by 1500+- foot wide easement on Muddy Paw property from the trail to the boundary with the White Mountain National Forest in the Town of Jefferson, at no cost, subject to the conditions as specified in the request date June 16, 2014	Late Item 6/24/2014	In process (waiting on abutting landowner for documents 10/28/14)	N/A	N/A

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LRCPUC Number	Agency	Statutory Authority	Comments	Approved	Status	Listing Price	Amount of Sale
14-026	Department of Administrative Services	RSA 4:40	request authorization to amend the Use of Premises Agreement with the County of Hillsborough, 329 Mast Road, Goffstown, NH 03045 for leasing of state owned property located in the Hillsborough County Superior Court located at 300 Chestnut Street, Manchester, NH by extending the expiration date from September 30, 2014 to December 31, 2017, for an amount not to exceed \$392,043.36, subject to the schedule of annual rent as specified in the request dated June 25, 2014 (LRCP 11-029, originally approved August 23, 2011)	9/16/2014	Approved by G&C 10/15/14 (Item #64)		
14-027	CORD		1 Surplus Land Review; Laconia SLR 14-023	9/16/2014	Informational		
14-028	Orr & Reno		informational copy of an Order <i>Nisi</i> issued by the NH Public Utilities Commission on 8/4/14 with regard to the Granite State Gas Transmission, Inc. license to build and maintain an interstate natural gas pipeline beneath the Squamscott River (LRCP 14-015, originally approved May 13, 2014)	9/16/2014	Informational		
14-029	Department of Administrative Services	RSA 4:40	request authorization to enter into a three (3) year Use of Premises Agreement with the Town of Jaffrey, 10 Goodnow Street, Jaffrey, NH for state owned property located in the 8th Circuit Court-District Division - Jaffrey, 84 Peterborough Street, Jaffrey, NH, during the period of November 1, 2014 to October 31, 2017, for an amount not to exceed \$11,952, subject to the schedule of annual rent as specified in the request dated August 5, 2014	9/16/2014	Approved by G&C 10/15/14 (Item #63)		
14-030	Department of Administrative Services	RSA 4:40	request authorization to enter into a listing agreement with Gallo Realty Group NH, LLC for a term of up to one year to market and sell the property located at 84 Iron Works Road (including a 2-story wood frame building with approximately 5,180 square feet of above grade space, an attached 2-story timber frame barn of approximately 5,049 square feet, and approximately 3.20 acres of land) in the City of Concord for \$210,000, allowing negotiations within the Committee's current policy guidelines, plus an Administrative Fee of \$1,100, subject to the conditions as specified in the request dated September 2, 2014 FIS 14-030 Additional Information , dated October 3, 2014, with additional input from Capital Appraisal Associates and Gallo Realty Group NH, LLC related to the listing price	Tabled 9/16/2014 Approved as submitted including the historical easement 11/18/2014			

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LRCPUC Number	Agency	Statutory Authority	Comments	Approved	Status	Listing Price	Amount of Sale
14-031	Department of Transportation, Bureau of Right-of-Way	RSA 4:39-c	request authorization to sell a parcel of State owned land totaling 0.09 +/- acres located on the northerly side of Ten Rod Road in the City of Rochester by a sealed bid process to the abutters with a minimum bid price of \$58,600 which includes a \$1,100 Administrative Fee, subject to the conditions as specified in the request dated September 29, 2014	11/18/2014			
14-032	Department of Transportation, Bureau of Right-of-Way	RSA 4:39-c	request authorization to enter into a listing agreement with Locke Associates, Inc. for a term of one year for the sale of a 2.4 +/- acre parcel of State owned land located on the westerly side of NH Route 107 (a/k/a Barnstead Road), just south of the NH Route 28 intersection in the Town of Pittsfield for \$60,000, assess an Administrative Fee of \$1,1000, and allow negotiations within the Committee's current policy guidelines, subject to the conditions as specified in the request dated October 1, 2014	11/18/2014			
14-033	Department of Transportation, Bureau of Right-of-Way	RSA 4:30-c	request authorization to enter into a listing agreement with Shea Commercial Properties, Inc. for a term of one year for the sale of a 0.54 of an acre parcel of State owned land located at the southeasterly corner of NH Route 28 and Harris Road in the Town of Windham for \$80,000, assess an Administrative Fee of \$1,100, and allow negotiations within the Committee's current policy guidelines, subject to the conditions as specified in the request dated October 7, 2014	11/18/2014			
14-034	Department of Transportation, Bureau of Right-of-Way	RSA 4:39-c	request authorization to sell a 0.6 +/- of an acre of State owned land located on the southerly side of NH Route 27 in the Town of Exeter by a sealed bid process to the abutters with a minimum bid price of \$49,100 which includes a \$1,100 Administrative Fee, subject to the conditions as specified in the request dated October 9, 2014	11/18/2014			
14-035	Department of Administrative Services		informational letter of the Departments intent to grant to the Dept. of Transportation, subject to G&C approval, the nonexclusive right to enter a small portion of the Lakes Region Facility campus along NH Route 106 in Laconia, having an area of approximately 600 square feet, for the purpose of constructing, installing, maintaining, repairing, and replacing a surface water drainage culvert to cross beneath NH Route 106	11/18/2014	Informational		

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LRCPU Number	Agency	Statutory Authority	Comments	Approved	Status	Listing Price	Amount of Sale
14-036	NH Fish & Game Department	RSA 4:40	request authorization to sell 1.5 acres of land near Laurel Lake in the Town of Fitzwilliam for the appraised value of \$28,000, plus an \$1,100 Administrative Fee, contingent on the Town of Fitzwilliam 2015 Town meeting in favor of the acquisition, as specified in the request dated October 24, 2014	11/18/2014			
14-037	Department of Transportation, Bureau of Rail & Transit	RSA 4:40 and 228:57	request authorization to lease to the City of Manchester approximately 6,800 square feet on the State-owned Manchester & Lawrence Branch Railroad corridor in the City of Manchester, at no cost, for a period of five (5) years with a five-year renewal provision, and a one-time Administrative Fee of \$1,100, subject to the conditions as specified in the request dated October 16, 2014	Approved as amended, waiving the \$1,100 Administrative Fee 11/18/2014			
14-038	Department of Transportation, Bureau of Right-of-Way	RSA 4:39-c	request authorization to enter into a listing agreement with H.G. Johnson Real Estate for a term of one (1) year for the sale of a 4.3 +/- acre parcel of State owned land located on the southeast corner of NH Route 123 and Cobb Hill Road in the Town of Alstead for \$35,000, assess an Administrative Fee of \$1,100, and allow negotiations within the Committee's current policy guidelines, subject to the conditions as specified in the request dated October 27, 2014 (LRCP 09-032 originally approved and amend June 23, 2009 with subsequent approval taken on 09/22/10 (LRCP 10-053) and 05/10/11 (LRCP 11-022)	11/18/2014			
14-039	Department of Transportation, Bureau of Right-of-Way	RSA 4:39-c	request authorization to enter into a listing agreement with Coldwell Banker Residential Brokerage for a term of one (1) year for the sale of a 0.45 +/- acre parcel of State owned land located on the westerly side of Lamson Road in the Town of Windham for \$45,000, assess an Administrative Fee of \$1,100, and allow negotiations within the Committee's current policy guidelines, subject to the conditions as specified in the request dated October 27, 2014	11/18/2014			
14-040	Department of Transportation, Bureau of Right-of-Way	RSA 4:39-c	request authorization to enter into a listing agreement with Badger Realty, LLC for a term of one (1) year for the sale of a 0.62 +/- acre parcel of State owned land improved with a single-family residence located at 216 Thompson Road in the Town of Conway for \$120,000, assess an Administrative Fee of \$1,100, and allow negotiations within the Committee's current policy guidelines, subject to the conditions as specified in the request dated October 27, 2014 Rec'd LRCP 14-040 and 14-041 Additional Information-letter of intent to withdraw the request, dated November 13, 2014	Withdrawn by the Agency 11/18/2014	Withdrawn		

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Summary of 2013 and 2014 Items**

LRCPUC Number	Agency	Statutory Authority	Comments	Approved	Status	Listing Price	Amount of Sale
14-041	Department of Transportation, Bureau of Right-of-Way	RSA 4:39-c	request authorization to enter into a listing agreement with Badger Realty, LLC for a term of one (1) year for the sale of a 0.66 +/- of an acre parcel of State owned land improved with a single-family residence located at 296 Thompson Road in the Town of Conway for \$160,000, assess an Administrative Fee of \$1,100, and allow negotiations within the Committee's current policy guidelines, subject to the conditions as specified in the request dated October 27, 2014 Rec'd LRCP 14-040 and 14-041 Additional Information -letter of intent to withdraw the request, dated November 13, 2014	Withdrawn by the Agency 11/18/2014	Withdrawn		
	Department of Transportation, Bureau of Right-of-Way	RSA 4:39-c	request authorization to transfer two (2) parcels of State owned land consisting of 6,046 square feet and 6,020 square feet, both located in the Limited Access Right-of-Way of the Spaulding Turnpike Exit 7 southbound off/on ramps, to 7 South, LLC in exchange for 7 South, LLC transferring to the Department of Transportation two (2) parcels of land owned by them consisting of 6,055 square feet and 6,020 square feet, also located adjacent to the Spaulding Turnpike Exit 7 southbound off/on ramps and for the Department to control the access point to the property owned by 7 South, LLC and limit the access to one (1) point of access to Central Avenue, at no cost except for the Administrative Fee of \$1,100, subject to the conditions as specified in the request dated October 28, 2014	11/18/2014			
14-042	Department of Administrative Services	RSA 4:40	request authorization to extend the end date of the listing agreement with NAI Norwood Group to market and procure a buyer for the former Nashua District Court property located at 25 Walnut Street (including one building of approximately 19,459 square feet and approximately 1.11 acres of land) in the City of Nashua for an additional six (6) months beyond the current expiration date of December 24, 2014, as specified in the request dated November 3, 2014	11/18/2014			
					Total - Listings	\$11,507,300	
						Total - Sales	\$9,634,500

2011-2012 LRCPUC Biennial Report
Listings \$13,993,850
Sales \$1,046,916

2009-2010 LRCPUC Biennial Report
Listings \$6,015,100
Sales \$5,278,800