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

RICHARD J. MAHONEY, CPA
Director, Audit Division
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May 7, 2013

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 a regular business meeting on Tuesday, May 14, 2013, at 2:00 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 "Jeffry A. Pattison".

Jeffry A. Pattison
Legislative Budget Assistant

JAP/pe
Attachments

LONG RANGE CAPITAL PLANNING AND UTILIZATION COMMITTEE
REVISED AGENDA

Tuesday, May 14, 2013 at 2:00 p.m. in Room 201 of the Legislative Office Building

- (1) **Acceptance of Minutes** of the March 5, 2013 meeting and April 16, 2013 special meeting

- (2) **Old Business:**

LRCP 13-002 Department of Health and Human Services – request authorization for approval of a ten-year lease agreement with Levere-Horne Ossipee, LLC, 11 Court Street, Exeter, NH for approximately 10,732 square feet of office space located at 9 Route 28 in Ossipee, NH, and occupancy of the premises and commencement of rental payment to begin September 1, 2013, following completion of all construction as specified, with an end date of August 31, 2023, for a total lease cost of \$2,573,748.24, for the schedule of annual rent as specified in the request dated January 17, 2013 (LRCP 12-061, tabled November 27, 2012 - Died on the table.) **Tabled 03/05/13**

LRCP 13-005 Department of Administrative Services – 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 \$1,100 Administrative Fee, as specified in the request dated January 17, 2013. **Tabled 03/05/13**

- (3) **New Business:**

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

LRCP 13-022 Department of Transportation – 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 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

LRCP 13-023 Department of Transportation – request authorization to enter into a 35-year ground lease contract, with two 5-year options at the sole discretion of the State, in order to re-develop the northbound and southbound Rest Areas in the Town of Hooksett to full service welcome centers with concession sales, fuel sales, visitor centers, and new liquor stores, for a minimum guaranteed rent of \$23,236,301 over the 35-year term with 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, subject to the terms and conditions as specified in the request dated May 7, 2013

RSA 4:40 Disposal of Real Estate:

LRCP 13-015 Department of Administrative Services – 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 13-016 Department of Administrative Services – request approval to enter into a listing agreement with Gallo Realty Group NH, LLC, allowing negotiations within the Committee's current policy guidelines, for a term of up to one (1) year for the sale of 0.34 acres of State-owned land, including a three-story wood frame house of approximately 3,330 square feet, located at 85 Pleasant Street in the City of Concord for \$89,900 plus an \$1,100 Administrative Fee, subject to the conditions as specified in the request dated March 13, 2013

LRCP 13-017 Department of Administrative Services – request approval to enter into a listing agreement with Gallo Realty Group NH, LLC, allowing negotiations within the Committee's current policy guidelines, for a term of up to one (1) year for the sale of 0.14 acres of State-owned land, including a two-story wood frame house of approximately 2,428 square feet and a detached one-car wood frame garage, located at 79 Pleasant Street in the City of Concord for \$89,900 plus an \$1,100 Administrative Fee, subject to the conditions as specified in the request dated March 13, 2013

LRCP 13-018 Department of Administrative Services – 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, at no cost, for youth and adult sport practices and as a car parking lot for sporting events at the adjacent Robbie Mills Park, with the term of the agreement to begin on May 11, 2013 and end on May 10, 2015, subject to the conditions as specified in the request dated April 1, 2013

LRCP 13-021 Department of Administrative Services – request approval 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 Administrative Fee of \$1,100, subject to the conditions as specified in the request dated April 24, 2013

(4) **Miscellaneous:**

(5) **Informational:**

LRCP 13-014 New Hampshire Council on Resources and Development – Four (4) Memorandums regarding Surplus Land Review for; Wentworth's Location SLR 13-001, Laconia SLR 13-002, Laconia SLR 13-003, and Laconia SLR 13-004

LRCP 13-024 New Hampshire Council on Resources and Development – Three (3) Memorandums regarding Surplus Land Review for; Wentworth's Location SLR 13-005, Wentworth's Location SLR 13-006, and City of Laconia SLR 13-007

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

LONG RANGE CAPITAL PLANNING AND UTILIZATION COMMITTEE

MINUTES

March 5, 2013

The Long Range Capital Planning and Utilization Committee met on Tuesday, March 5, 2013 at 3:30 p.m. in Room 201 of the Legislative Office Building.

Members in attendance were as follows:

Representative David Campbell
Representative Gene Chandler
Representative John Cloutier
Representative Alfred Lerandean
Representative John Graham (Alternate)
Representative Katherine Rogers (Alternate)
Senator David Boutin
Senator Sylvia Larsen
Senator James Rausch
Senator Nancy Stiles

Michael Connor, Department of Administrative Services

Representative Campbell called the meeting to order at 3:48 p.m.

ORGANIZATION OF COMMITTEE:

On a motion by Senator Boutin, seconded by Representative Lerandean, that Representative Campbell be nominated as Chairman of the Long Range Capital Planning and Utilization Committee.

The nominations were closed and a unanimous vote was cast for Representative Campbell for Chairman.

On a motion by Representative Campbell, seconded by Representative Chandler, that Senator Boutin be nominated as Vice-Chairman of the Long Range Capital Planning and Utilization Committee.

The nominations were closed and a unanimous vote was cast for Senator Boutin for Vice-Chairman.

On a motion by Senator Rausch, seconded by Senator Stiles, that Representative Cloutier be nominated as Clerk of the Long Range Capital Planning and Utilization Committee.

The nominations were closed and a unanimous vote was cast for Representative Cloutier for Clerk.

COMMITTEE ORIENTATION:

LRCP 13-001 – Michael Kane, Deputy Legislative Budget Assistant, Office of Legislative Budget Assistant, presented the Committee with a brief overview of the Revised Statutes Annotated for the Long Range Capital Planning and Utilization Committee and updated the Committee on the Office of Legislative Budget Assistant website where all Long Range Capital Planning and Utilization Committee meeting dates, agendas, minutes, meeting items, quick meeting results, and transcripts will be posted as available.

ACCEPTANCE OF MINUTES:

On a motion by Representative Chandler, seconded by Senator Rausch, that the minutes of the November 27, 2012 meeting be accepted as written. MOTION ADOPTED. (3-Abstained)

OLD BUSINESS:

NEW BUSINESS:

RSA 4:39-b APPROVAL OF STATE AGENCY LEASES EXCEEDING 5 YEARS:

LRCP 13-002 Department of Health and Human Services – Nicholas Toumpas, Commissioner, Department of Health and Human Services presented the request and responded to questions of the Committee, joined by David Clapp, Administrator, Bureau of Facilities and Assets Management, Department of Administrative Services. Carl Thibodeau, C&C Thibodeau Properties, landlord of the current office site in North Conway, was also present to address the Committee and respond to questions.

On a motion by Representative Chandler, seconded by Representative Cloutier, that the Committee table the request of the Department of Health and Human Services for approval of a ten-year lease agreement with Levere-Horne Ossipee, LLC, 11 Court Street, Exeter, NH for approximately 10,732 square feet of office space located at 9 Route 28 in Ossipee, NH, and occupancy of the premises and commencement of rental payment to begin September 1, 2013, following completion of all construction as specified, with an end date of August 31, 2023, for a total lease cost of \$2,573,748.24, for the schedule of annual rent as specified in the request dated January 17, 2013. The Long Range Capital Planning and Utilization Committee tabled the original request (LRCP 12-061) November 27, 2012, whereupon it died on the table. MOTION ADOPTED. (7-Yes, 1-No)

Commissioner Toumpas requested what information the Committee would like regarding the request, to which the response was; a comparison against the current square footage and current financial data to be provided to the Office of Legislative Budget Assistance. Representative Chandler reported he will submit additional questions through the Committee Chair.

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

LRCP 13-004 Department of Transportation – Charles Schmidt, PE, Administrator, and 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 Representative Lerandean, that the Committee approve the request of the Department of Transportation, Bureau of Right-of-Way, 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 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. MOTION ADOPTED.

LRCP 13-009 Department of Transportation – Charles Schmidt, PE, Administrator, and 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 Larsen, seconded by Representative Cloutier, that the Committee approve the request of the Department of Transportation, Bureau of Right-of-Way, 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 by amending LRCP 11-028, originally approved August 23, 2011, to decrease the minimum bid requirement from \$25,100 to \$7,600, which includes an \$1,100 Administrative Fee, subject to the conditions as specified in the request dated February 11, 2013. MOTION ADOPTED.

LRCP 13-011 Department of Transportation – Charles Schmidt, PE, Administrator, and 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 Cloutier, seconded by Representative Lerandean, that the Committee approve the request of the Department of Transportation, Bureau of Right-of-Way, 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 for the current listing price of \$150,000, 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 February 13, 2013. This item (LRCP 11-032) was originally approved by the Long Range Capital Planning and Utilization Committee on November 3, 2011, with subsequent approved action taken on (LRCP 12-045) September 18, 2012. The vote was postponed as Senator Boutin had temporarily stepped away from the meeting.

LRCP 13-012 Department of Transportation – Charles Schmidt, PE, Administrator, and 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 Representative Lerandeau, that the Committee approve the request of the Department of Transportation, Bureau of Right-of-Way, 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. MOTION ADOPTED.

Upon the return of Senator Boutin the Committee acted on LRCP 13-011.

LRCP 13-011 Department of Transportation – On a motion by Representative Cloutier, seconded by Representative Lerandeau, that the Committee approve the request of the Department of Transportation, Bureau of Right-of-Way, 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 for the current listing price of \$150,000, 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 February 13, 2013. This item (LRCP 11-032) was originally approved by the Long Range Capital Planning and Utilization Committee on November 3, 2011, with subsequent approved action taken on (LRCP 12-045) September 18, 2012. MOTION ADOPTED.

LRCP 13-013 Department of Transportation – Charles Schmidt, PE, Administrator, and 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 extend the listing agreement with NAI Norwood Group for a term of six (6) months for the sale of a 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 for the current listing price of \$1,250,000, 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 February 20, 2013. This item (LRCP 12-019) was originally approved by the Long Range Capital Planning and Utilization Committee on April 3, 2012. MOTION ADOPTED.

RSA 4:40 DISPOSAL OF REAL ESTATE:

LRCP 13-005 Department of Administrative Services – Michael Connor, Director, Plant and Property Management, Department of Administrative Services, presented the request and responded to questions of the Committee.

Representative Campbell reported that he had received a phone call from the Mayor of Nashua to inform the Committee that the City of Nashua was interested in the property and was waiting to receive the property appraisal, and requested that the Department of Administrative Services send the appraisal to the City.

On a motion by Representative Campbell, seconded by Senator Stiles, that the Committee table the request of the Department of Administrative Services 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 \$1,100 Administrative Fee, as specified in the request dated January 17, 2013. MOTION ADOPTED.

LRCP 13-006 Department of Administrative Services – Michael Connor, Director, Plant and Property Management, Department of Administrative Services, presented the request and responded to questions of the Committee. Also present to respond to questions of the Committee was Chris Norwood, from NAI Norwood Group.

On a motion Senator Larsen, seconded by Representative Cloutier, that the Committee approve the request of the Department of Administrative Services 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 \$1,100 Administrative Fee, as specified in the request dated January 17, 2013. It is the understanding of the Committee that the Department will return before the Committee within 60 days to seek approval to sell the property at the highest and best price. MOTION ADOPTED.

LRCP 13-007 New Hampshire Fish and Game Department – Richard Cook, Land Agent, N.H. Fish and Game Department presented the request and responded to questions of the Committee. James Rines, representing his aunt and uncle, abutters, was present to address the Committee and respond to questions.

On a motion by Senator Boutin, seconded by Representative Cloutier, that the Committee approve the request of the New Hampshire Fish and Game Department for 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 abutters, Bruce and Marion Rines of Ossipee, as specified in the request dated January 17, 2013. The Long Range Capital Planning and Utilization Committee tabled the original request (LRCP 12-062) November 27, 2012, whereupon it died on the table. MOTION ADOPTED.

RSA 4:40 DISPOSAL OF REAL ESTATE, AND RSA 228:67 DISPOSITION OF ACQUIRED OR ABANDONED RAIL PROPERTIES:

LRCP 13-008 Department of Transportation – Louis Barker, Railroad Planner, Bureau of Rail and Transit, 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 Rail and Transit, to enter into a Sale agreement with the Town of Windham for a 1.01 acre parcel of land located on the State-owned Manchester & Lawrence railroad corridor in Windham, for \$7,000, and assess a \$1,100 Administrative Fee, as specified in the request dated February 4, 2013. MOTION ADOPTED

MISCELLANEOUS:

On a motion by Representative Chandler, seconded by Representative Lerandean, that as policy, the Long Range Capital Planning and Utilization Committee authorize at the discretion of the agency, the ability to negotiate within 10 percent of the listing price on all properties, unless an exception is made by the Committee. MOTION ADOPTED.

On a motion by Representative Chandler, seconded by Representative Lerandean, that the Committee approve the current Commission Schedule for the 2013-2014 biennium. MOTION ADOPTED.

INFORMATIONAL:

The informational materials were accepted and placed on file.

DATE OF NEXT MEETING AND ADJOURNMENT

The next meeting of the Long Range Capital Planning and Utilization Committee will be at the Call of The Chair. (Where upon the meeting adjourned at 4:49 p.m.)

Representative John R. Cloutier, Clerk

LONG RANGE CAPITAL PLANNING AND UTILIZATION COMMITTEE

MINUTES

April 16, 2013

The Long Range Capital Planning and Utilization Committee met on Tuesday, April 16, 2013 at 2:00 p.m. in Room 201 of the Legislative Office Building.

Members in attendance were as follows:

Representative David Campbell, Chairman
Representative Gene Chandler
Representative John Cloutier, Clerk
Representative Alfred Lerandean
Representative John Graham (Alternate)
Senator David Boutin, Vice Chairman
Senator Sylvia Larsen
Senator James Rausch
Senator Nancy Stiles

Michael Connor, Department of Administrative Services

Representative Campbell called the meeting to order at 2:03 p.m.

NEW BUSINESS:

RSA 188-F:6, XIII-a, AUTHORITY OF THE BOARD OF TRUSTEES:

LRCP 13-019 Community College System of New Hampshire – Dr. Ross Gittell, Chancellor, Community College System of New Hampshire and Greg Sancioff, CEO of Juliet Marine Systems, Inc., presented the request and responded to questions of the Committee. Ron Rioux, Vice Chancellor, and Michael Marr, Director of Financial Operations, Community College System of New Hampshire were also present to respond to questions of the Committee.

On a motion by Senator Boutin, seconded by Senator Stiles, that the Committee **amend** and approve the request of the Community College System of New Hampshire, of the purchase and sale agreement between the Community College System of New Hampshire and Juliet Marine Systems, Inc. for the sale of 89.9 +/- acres, consisting of a 100,035 +/- square foot building, located at 275 Portsmouth Avenue in the Town of Stratham, for \$2,750,000, and the waiver of the State's right of first refusal for the sale of the subject property, subject to the conditions as specified in the request dated April 8, 2013. The Community College System of New Hampshire will make payment to the State in three equal installments of \$916,667 on the latter of: July 1, 2013, July 1, 2014, and July 1, 2015; or the sale closing date, with subsequent payments made 12 months and 24 months after said closing date. Committee approval was granted **subject to the Community College System of New Hampshire having first mortgage position.** MOTION ADOPTED.

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

LRCP 13-020 Department of Transportation – Phillip Miles, Chief of Property Management, Bureau of Right-of-Way, and Harry Hadaway, Appraiser, Department of Transportation presented the request and responded to questions of the Committee. William Janelle, Director of Operations, Department of Transportation was also present to respond to questions of the Committee.

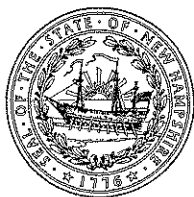
On a motion by Senator Boutin, seconded by Representative Cloutier, that the Committee approve the request of the Department of Transportation, Bureau of Right-of-Way, to sell an access point through the Limited Access Right-of-Way of Hackett Hill Road in the Town of Hooksett directly to the Palazzi Corporation for \$671,100, which includes a \$1,100 Administrative Fee, subject to the conditions as specified in the request dated April 5, 2013. MOTION ADOPTED.

DATE OF NEXT MEETING AND ADJOURNMENT

The next meeting of the Long Range Capital Planning and Utilization Committee will be Tuesday, May 14, 2013 at 2:00 p.m. in Room 201 of the Legislative Office Building.

On a motion by Senator Boutin, seconded by Representative Campbell, that the meeting adjourn. (Where upon the meeting adjourned at 2:32 p.m.)

Representative John R. Cloutier, Clerk



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF BUSINESS OPERATIONS

BUREAU OF FACILITIES AND ASSETS MANAGEMENT

Nicholas A. Toumpas
 Commissioner

Stephen J. Mosher
 Chief Financial Officer

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 603-271-9500 1-800-852-3345 Ext. 9500
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January 17, 2013

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

REQUESTED ACTION

Pursuant to NH RSA 4:39-b, the Department of Health and Human Services is requesting approval of the attached ten-year term new lease agreement with Levere – Horne Ossipee, LLC, 11 Court Street, Exeter, New Hampshire 03833. This new lease agreement will allow the Department to secure office space for its employees and clients in a secure and efficient facility. The effective date for this agreement is upon Governor and Council approval with an end date of August 31, 2023, with a total lease cost of \$2,573,748.24. Occupancy of the premises and commencement of rental payment shall be September 1, 2013, following completion of all construction as specified.

EXPLANATION

The Department has started a series of District Office consolidations and moves to meet several objectives: improved public access to services through greater use of technology and less dependence on physical sites; greater access, safety and confidentiality provisions where direct client interactions are necessary; more efficient use of office space; and more efficient use of energy. To date, the Department has closed its Salem District Office and relocated both its Southern (Nashua) and Seacoast (Portsmouth) District Offices to help meet those objectives. The Conway District Office was the next area to be reviewed.

A thorough assessment of caseload by Division and then by staff caseworker showed case growth in many communities outside of Conway/North Conway town limits. As the caseload and population assessment took shape a decision was made to add the communities of New Durham, Strafford, Milton and Farmington from the Rochester District and Alton and Center Harbor from the Laconia District to the new region. Consideration was given to travel patterns and access ways in the area to be served. Ossipee is geographically located in the middle of the new region. Ossipee also enjoys three major thoroughfares of Routes 16, 28, and 171. The Department of Health and Human Services believes that this offers the majority of the population within the entire region improved access. The Division of Family Assistance, Division for Children Youth and Families, Division of Child Support Services and Bureau of Elderly and Adult Services will occupy this facility, housing forty-seven employees.

As there have not been any previous, current or long-term plans to move the Department of Health and Human Services' Conway District Office into any State owned facility, the Department initiated a Request for Proposal in October 2011. Limited available commercial real estate in the Ossipee area and the State's stringent lease contract requirements present significant obstacles for building owners. The 2011 Request for Proposal was able to provide one viable leasehold alternative to the existing facility.

Due to program changes, which streamline the way the Department does business with its clients, the current Conway District Office does not lend itself to transacting business this way. Although the Conway Landlord presented an alternative renovation to the existing office, it did not meet the requirements of the Department relative to function and cost effectiveness. The new facility best meets the needs of the Department, not just in cost and effectiveness of function, but it is also in the centralized location to best service the needs of the Department's clients. The Conway District Office averages 265 square feet per person while the streamlined Eastern Office will be approximately 228 square feet per person, saving approximately 1,715 square feet of space.

The proposed landlord reviewed other properties in the area with existing buildings and it was felt that no existing building could be renovated to feasibly accommodate the space needed for the Department's function, therefore, the proposed new building. This building will not only assist in improving the economy in the Ossipee area, but also encourage smart growth by locating development in an appropriate growth area. This is the former location of a Drive-In-Theater, the new environmental friendly complex will be built on a fraction of the drive-in site and at this time it does not appear that the landscape will be altered relative to trees and vegetation. The proposal includes the construction of a new single-story office building for the Department of Health and Human Services (no other State agencies were considering space in the Ossipee area at this time). The square footage to be occupied by the Department is approximately 10,732 square feet vs. the current Conway square footage of 12,447. The landlord plans to incorporate geothermal heating and air conditioning into the construction in order to maximize savings on utilities for heating and air conditioning, making the building environmentally friendly. There are no plans to use fossil fuels at this location.

Financially, a new lease for a new facility is the only feasible resolution for this District Office. The lease proposal provided by Levere – Horne Ossipee, LLC, was offered to the Department as a ten-year lease, with no options, with the rate structure as follows:

<u>Term</u>	<u>Per Square Foot</u>	<u>Annual Rent</u>	<u>Percent Increase</u>
Year 1	\$23.25	\$249,519.00	
Year 2	\$23.25	\$249,519.00	0%
Year 3	\$23.60	\$253,275.20	1.5%
Year 4	\$23.60	\$253,275.20	0%
Year 5	\$23.95	\$257,031.40	1.5%
Year 6	\$23.95	\$257,031.40	0%
Year 7	\$24.31	\$260,894.92	1.5%
Year 8	\$24.31	\$260,894.92	0%
Year 9	\$24.80	\$266,153.60	2%
Year 10	\$24.80	\$266,153.60	0%
Total ten-year term		\$2,573,748.24	6.5% Increase over ten-year term

The lease approach was chosen over the purchase approach as the comparison of a lease vs. a purchase revealed a savings with the lease of approximately \$1,272,005 over the purchase. The purchase costs were estimated using the State of New Hampshire, Department of Administrative Services, Bureau of Public Works, Design And Construction Instruction For Estimating Capital Improvement Projects.

The new lease rate is structured to be payable as a full gross lease, inclusive of real estate taxes, insurance, heat, electricity, janitorial services 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).

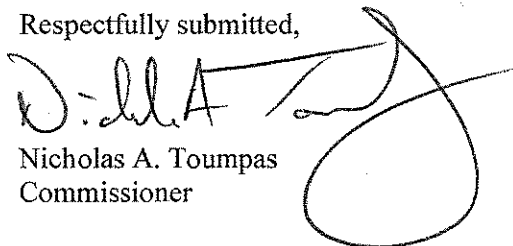
Commencement of the Term of this lease agreement is contingent upon the Landlord in possession of a binding Purchase and Sales agreement on the property and receipt of Town of Ossipee planning board approval.

Approval of this new lease will allow the Department of Health and Human Services to provide services to the public in the Eastern Region more efficiently and effectively. Clients living in the surrounding area will enjoy easier access to the District Office with services provided in a secure and confidential environment.

The area served by the Eastern District Office is the entire Carroll County and partial Belknap and Strafford Counties.

Your approval of this new lease agreement to house the Department's Eastern District Office is appreciated.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "D. A. Toumpas", with a large, stylized flourish extending from the end of the signature.

Nicholas A. Toumpas
Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
BUREAU OF PLANNING AND MANAGEMENT
STANDARD LEASE AGREEMENT

1. Parties to the Lease:

This indenture of Lease is made this 22ND day of October 2012, by the following parties:

1.1 The Lessor (who is hereinafter referred to as the "Landlord") is:

Name: Levere - Horne Ossipee, LLC, c/o James J. Horne, CP Management, Inc.

(individual or corporate name)

State of Incorporation: New Hampshire

(if applicable)

Business Address: 11 Court Street

Street Address (principal place of business)

<u>Exeter</u>	<u>NH</u>	<u>03833</u>	<u>(603) 778-6300</u>
City	State	Zip	Telephone number

1.2 The Lessee (who is hereinafter referred to as the "Tenant") is: THE STATE OF NEW HAMPSHIRE, acting by and through its Director or Commissioner of:

Department Name: Department of Health and Human Services

Address: 129 Pleasant Street

Street Address (official location of Tenant's business office)

<u>Concord</u>	<u>NH</u>	<u>03301</u>	<u>(603) 271-9501</u>
City	State	Zip	Telephone number

WITNESSETH THAT:

2. Demise of the Premises:

For and in consideration of the rent and the mutual covenants and agreements herein contained, the Landlord hereby demises to the Tenant, and the Tenant hereby leases from the Landlord, the following premises (hereinafter called the "Premises") for the Term, (as defined herein) at the Rent, (as defined herein) and upon the terms and conditions hereinafter set forth:

Location of Space to be leased: 9 Route 28

(street address, building name, floor on which the space is located, and unit/suite # of space)

<u>Ossipee</u>	<u>NH</u>	<u>03864</u>
City	State	Zip

The demise of the premises consists of: approximately 10,732 square feet

(provide square footage of the leased space, attach floor plan as "Exhibit A")

Demise of this space shall be together with the right to use in common, with others entitled thereto, the hallways, stairways and elevators necessary for access thereto, and the lavatories nearest thereto. A floor plan depicting the premises and delineating the extent of the leased space, is attached as Exhibit A hereto, and made a part hereof.

3. Effective Date; Term; Delays; Extensions; and Conditions upon Commencement:

3.1 Effective Date: The effective dates of Agreement shall be:

Commencing on the 19th day of December, in the year 2012, and ending on the 31st day of August, in the year 2023, unless sooner terminated in accordance with the Provisions hereof.

3.2 Occupancy Term: Occupancy of the Premises and commencement of rentals payments shall be for a term (hereinafter called the "Term") of 10 year(s) commencing on the 1st day of September, in the year 2013, unless sooner terminated in accordance with the Provisions hereof.

Landlord Initials: P.15

Date: 10/20/12

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 B". 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 as Exhibit D herein.

3.4 Extension of Term: The Tenant shall have the option to extend the Term for (number of options) zero Additional term(s) of 0 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.

See Exhibit E for text replacing Section 3.5

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) September 1, 2013

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 B".

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: [Signature]

Date: 10/22/12

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 E" 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 solely responsible for telephone, data and security surveillance services with direct payment to provider thereof.

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: 10/22/12

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:

office space for its employees engaged in the delivery of health and human services and/or
any related partnership with any other State agency

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.

Landlord Initials: 

Date: 10/22/12

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.

Landlord Initials: 

Date: 

- 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 C" hereto.

☒ Janitorial Services shall be provided by the Landlord, as defined and specified in the schedule of services attached as Exhibit C hereto.

OR:

☐ Janitorial Services shall be provided by the Tenant, as defined and specified in the schedule of services attached as Exhibit C 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.

Landlord Initials:

Date: 10/22/12

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 plans, specifications and schedules, which shall be attached to and made a part of the Agreement herein as Exhibit D.

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.

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 schematic and design intent specifications and plans set forth and/or attached hereto as Exhibit D. It shall be the Landlord's responsibility to provide any and all 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:

Landlord Initials: 

Date: 

- 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 B "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 specifications, plans and schedules attached as Exhibit D hereto, 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 Exhibit D, or any other provisions of 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 B 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.

Landlord Initials: 

Date: 10/22/11

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.

See Exhibit E for text replacing Section 15 Insurance

15. **Insurance:** ~~During the Term and any extension thereof, the Landlord shall at its 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.~~

SJM
10/30/12

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, servants, and 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: *[Signature]*

Date: *10/22/12*

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 statutes, 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.

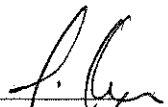
20.4 **Non-Permitted Use, Generation, Storage or Disposal:** The Tenant shall not cause or permit Hazardous Substances to be used, generated, stored or disposed of in the Premises or the building to which it is a part. The Tenant may, however, use minimal quantities of cleaning fluid and office or household 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 performed 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: 10/22/12

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: James J. Horne

Title: President, CPManagement, Inc.

Address: 11 Court Street, Exeter, NH 03833

Phone: (603) 778-6300

Email Address: jayh@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: Leon Smith

Title: Administrator, Department of Administrative Services

Address: 129 Pleasant Street, Concord, NH 03301

Phone: (603) 271-9502

Email Address: ljsmith@dhhs.state.nh.us

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 regulations. The Landlord further agrees to permit the State or United States access to any of the Landlord's

Landlord Initials: 10/22/12

Date: [Signature]

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 E 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: 10/22/12

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 Health and Human Services

Authorized by: (full name and title) _____

Stephen J. Mosher
Stephen J. Mosher, Chief Financial Officer

LANDLORD: (full name of corporation, LLC or individual) Levere - Horne Ossipee, LLC

Authorized by: (full name and title) _____

James J. Horne
Signature

Print: _____

James J. Horne as Co-Manager
Name & Title

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

OF: NEW HAMPSHIRE COUNTY OF: ROCKINGHAM

UPON THIS DATE (insert full date) OCTOBER 22, 2012, appeared before

me (print full name of notary) KAREN A. WALKER the undersigned officer personally

appeared (insert Landlord's signature) James J. Horne

who acknowledged him/herself to be (print officer's title and the name of the corporation) James J. Horne

a Co-Manager of Levere - Horne Ossipee, 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)

Karen A. Walker, NOTARY
exp. date 6/22/16

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: 5 Nov. 2012

Approving Attorney: Jeanne P. Hendry
Jeanne P. Hendry Attorney

Approved by the Governor and Executive Council:

Approval date: _____

Signature of the Deputy Secretary of State: _____

Landlord Initials: P.H.

Date: 10/22/12

The following Exhibits shall be included as part of this lease:

**EXHIBIT A
DEMISE OF TENANT PREMISES**

Part I Floor Plan of the Demised Premises: *insert or attach hereto an accurate architecturally drafted floor plan(s) of the Premises. Illustrate and/or note within the plans the extent of the premises designated for the Tenant's exclusive use, as well as any "shared" space(s) to which the Tenant shall have use and access, such as shared entrance lobbies, stairs, elevators and rest rooms. Floor plan(s) shall include depiction of the location of the Premises within the building to which it is a part, depiction of public and staff entrances, windows, rest rooms, and description of the basic functional areas such as office, storage, conference, or reception spaces.*

1. The demised premises shall be approximately 10,732 square feet of single floor, ground level space which shall be provided in a new building to be constructed by the Landlord in accordance with the Agreement herein.
2. The interior layout of the demised premises shall be as shown in the following attached plan titled "Exhibit A-1 Demise of Tenant Premises"

Part II Parking Layout: *attach hereto a site plan, sketch or detailed description of any parking areas designated for the use of the Tenant during the Term herein. Illustrate and/or note all parking spaces designated for the Tenant's exclusive use, or shared use in common with others, and/or spaces, which may be used by the general public. Specify all parking spaces, access aisles and accessible paths of travel provided for conformance with barrier-free access requirements for the Premises and/or the building to which the Premises are a part.*

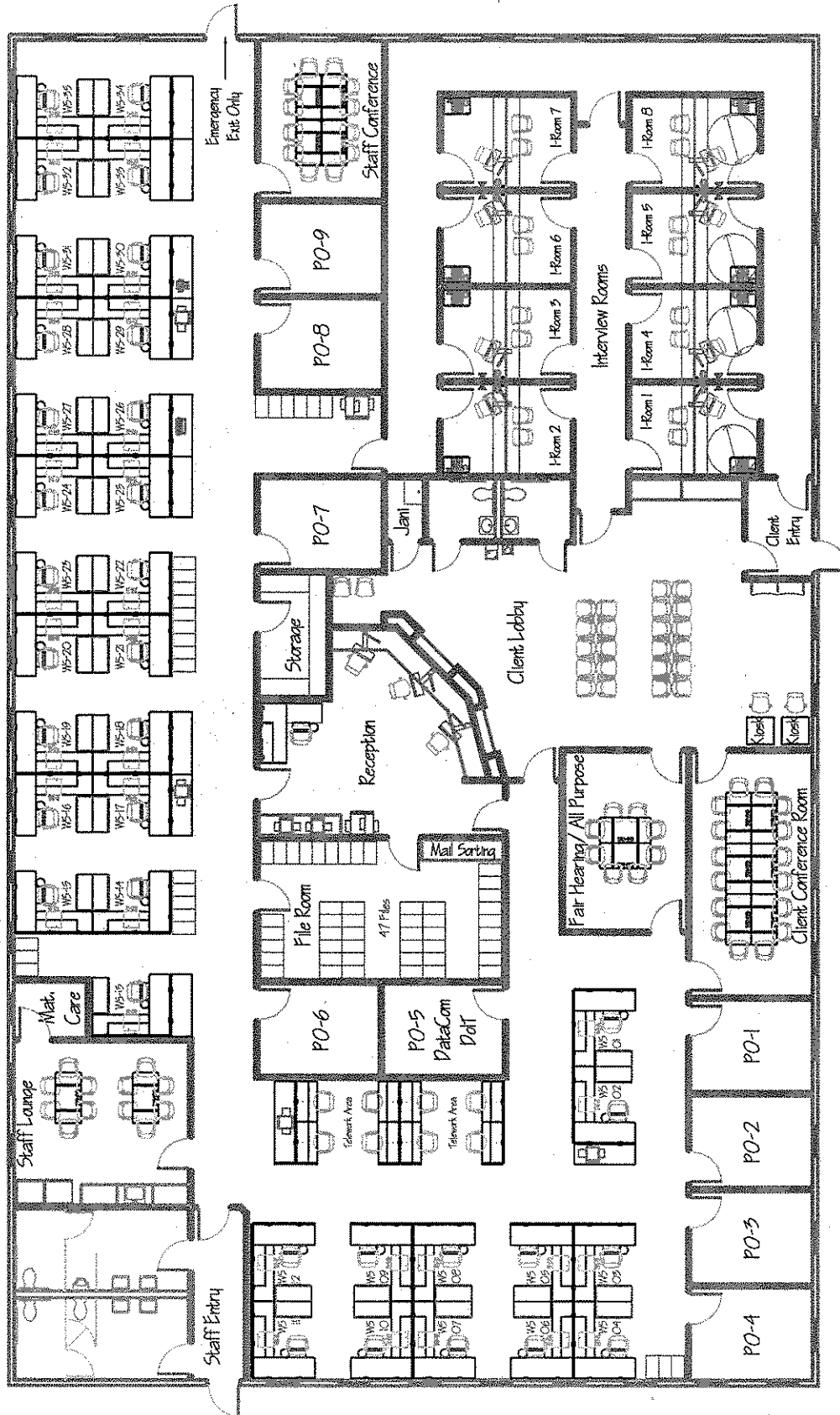
3. The Tenant shall have use of all parking spaces provided by the Landlord on the site serving the demised premises; use of such parking shall be at no additional cost to the Tenant.
4. The Tenant shall be solely responsible for setting and enforcing any restrictions or guidelines for the use of the parking spaces.
5. Landlord shall provide parking and access to the demised premises in conformance with the specifications set forth in "Exhibit D" herein and the requirements of all applicable municipal codes or regulations.
6. The layout of the site, parking spaces and access driveways, walkways shall be similar to that shown in the attached drawing titled "Exhibit A-2 Schematic Site and Parking Plan. Notwithstanding the foregoing the Tenant acknowledges the actual layout may vary and shall accept such variances contingent upon provision of all criteria set forth in "Exhibit D Tenant Improvement Specifications"

Landlord Initials: 10/22/12

Date: 9/12

EXHIBIT A-I

DEMISE OF TENANT PREMISES

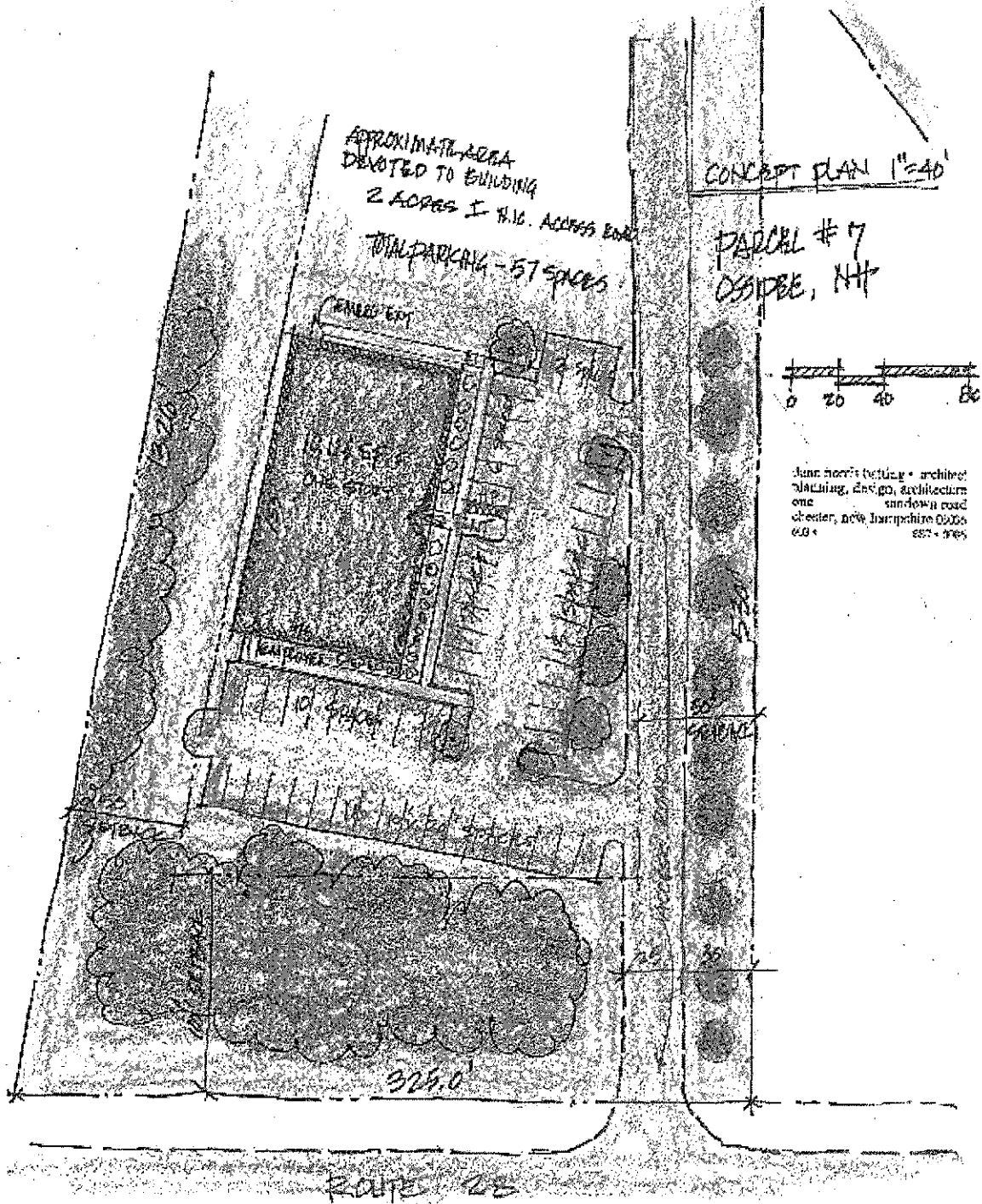


Landlord Initials:

Date:

EXHIBIT A-2

DEMISE OF TENANT PREMISES - SITE AND PARKING PLAN
(Architectural Sketch Of Proposed Site And Parking Plan)



Landlord Initials:

Date:

[Signature]
10/22/2000

EXHIBIT B
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.*

The Premises are comprised of approximately 10,732 square feet of space (as set forth in "Section 2" and "Exhibit A" herein). These figures have been used to calculate the rental costs of the Premises set forth in the "Rental Schedule" below. The Tenant shall pay the monthly and annual costs set forth in the "Rental Schedule".

After the Effective Date of the Agreement forth in Section 3.1 herein the Landlord shall have until the date set forth for commencement of the "Occupancy Term" in Section 3.2 herein to complete construction of the Premises. Rental payments for the Premises shall commence upon the "Occupancy Term" and be in accordance with the "Rental Schedule" herein.

TEN (10) YEAR RENTAL SCHEDULE

<u>Term</u>	<u>Dates</u>	<u>Approximate Cost Per Square Foot</u>	<u>Monthly Rent</u>	<u>Annual Rent</u>	<u>Approximate % Increase Over Previous Year</u>
Year 1	9/1/2013 – 8/31/2014	\$23.25	\$20,793.25	\$249,519.00	
Year 2	9/1/2014 – 8/31/2015	\$23.25	\$20,793.25	\$249,519.00	0%
Year 3	9/1/2015 – 8/31/2016	\$23.60	\$21,106.27	\$253,275.20	1.5%
Year 4	9/1/2016 – 8/31/2017	\$23.60	\$21,106.27	\$253,275.20	0%
Year 5	9/1/2017 – 8/31/2018	\$23.95	\$21,419.28	\$257,031.40	1.5%
Year 6	9/1/2018 – 8/31/2019	\$23.95	\$21,419.28	\$257,031.40	0%
Year 7	9/1/2019 – 8/31/2020	\$24.31	\$21,741.24	\$260,894.92	1.5%
Year 8	9/1/2020 – 8/31/2021	\$24.31	\$21,741.24	\$260,894.92	0%
Year 9	9/1/2021 – 8/31/2022	\$24.80	\$22,179.47	\$266,153.60	2%
Year 10	9/1/2022 - 8/31/2023	\$24.80	\$22,179.47	<u>\$266,153.60</u>	0%
Total ten-year term				\$2,573,748.24	

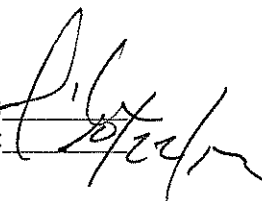
Landlord Initials: P.L.

Date: 10/22/10

EXHIBIT B Continued:

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.*

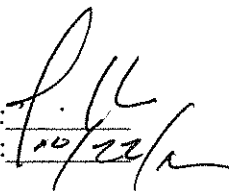
Additional Payments: Additional payments may be made to the Landlord by the Tenant as unencumbered payments under this agreement for alterations, renovations and modifications to the subject premises, up to \$1,000.00 per event, not to exceed a maximum of \$5,000.00 per year, subject to the mutual agreement of both the Landlord and the Tenant and without further approval of the Governor and Council for the duration of this lease agreement as indicated in Section 3.1 of the General Provisions.

Landlord Initials: 

Date: 

**ATTACHMENT TO EXHIBIT B
TENANT'S FISCAL YEAR SCHEUDLE OF RENTAL PAYMENTS**

<i>State Fiscal Year</i>	<i>Month</i>	<i>Square Foot Rate</i>	<i>Monthly Payment</i>	<i>Yearly Total</i>	<i>Fiscal Year Total</i>
2014	9/1/2013	\$ 23.25	\$ 20,793.25		
	10/1/2013	\$ 23.25	\$ 20,793.25		
	11/1/2013	\$ 23.25	\$ 20,793.25		
	12/1/2013	\$ 23.25	\$ 20,793.25		
	1/1/2014	\$ 23.25	\$ 20,793.25		
	2/1/2014	\$ 23.25	\$ 20,793.25		
	3/1/2014	\$ 23.25	\$ 20,793.25		
	4/1/2014	\$ 23.25	\$ 20,793.25		
	5/1/2014	\$ 23.25	\$ 20,793.25		
	6/1/2014	\$ 23.25	\$ 20,793.25		\$ 207,932.50
2015	7/1/2014	\$ 23.25	\$ 20,793.25		
	8/1/2014	\$ 23.25	\$ 20,793.25	\$ 249,519.00	
	9/1/2014	\$ 23.25	\$ 20,793.25		
	10/1/2014	\$ 23.25	\$ 20,793.25		
	11/1/2014	\$ 23.25	\$ 20,793.25		
	12/1/2014	\$ 23.25	\$ 20,793.25		
	1/1/2015	\$ 23.25	\$ 20,793.25		
	2/1/2015	\$ 23.25	\$ 20,793.25		
	3/1/2015	\$ 23.25	\$ 20,793.25		
	4/1/2015	\$ 23.25	\$ 20,793.25		
	5/1/2015	\$ 23.25	\$ 20,793.25		
	6/1/2015	\$ 23.25	\$ 20,793.25		\$ 249,519.00
2016	7/1/2015	\$ 23.25	\$ 20,793.25		
	8/1/2015	\$ 23.25	\$ 20,793.25	\$ 249,519.00	
	9/1/2015	\$ 23.60	\$ 21,106.27		
	10/1/2015	\$ 23.60	\$ 21,106.27		
	11/1/2015	\$ 23.60	\$ 21,106.27		
	12/1/2015	\$ 23.60	\$ 21,106.27		
	1/1/2016	\$ 23.60	\$ 21,106.27		
	2/1/2016	\$ 23.60	\$ 21,106.27		
	3/1/2016	\$ 23.60	\$ 21,106.27		
	4/1/2016	\$ 23.60	\$ 21,106.27		
	5/1/2016	\$ 23.60	\$ 21,106.27		
	6/1/2016	\$ 23.60	\$ 21,106.27		\$ 252,649.17
2017	7/1/2016	\$ 23.60	\$ 21,106.27		
	8/1/2016	\$ 23.60	\$ 21,106.27	\$ 253,275.20	
	9/1/2016	\$ 23.60	\$ 21,106.27		
	10/1/2016	\$ 23.60	\$ 21,106.27		
	11/1/2016	\$ 23.60	\$ 21,106.27		
	12/1/2016	\$ 23.60	\$ 21,106.27		
	1/1/2017	\$ 23.60	\$ 21,106.27		
	2/1/2017	\$ 23.60	\$ 21,106.27		
	3/1/2017	\$ 23.60	\$ 21,106.27		

Landlord Initials: 

Date: 10/22/17

	4/1/2017	\$	23.60	\$	21,106.27	
	5/1/2017	\$	23.60	\$	21,106.27	
	6/1/2017	\$	23.60	\$	21,106.27	\$ 253,275.20
2018	7/1/2017	\$	23.60	\$	21,106.27	
	8/1/2017	\$	23.60	\$	21,106.27	\$ 253,275.20
	9/1/2017	\$	23.95	\$	21,419.28	
	10/1/2017	\$	23.95	\$	21,419.28	
	11/1/2017	\$	23.95	\$	21,419.28	
	12/1/2017	\$	23.95	\$	21,419.28	
	1/1/2018	\$	23.95	\$	21,419.28	
	2/1/2018	\$	23.95	\$	21,419.28	
	3/1/2018	\$	23.95	\$	21,419.28	
	4/1/2018	\$	23.95	\$	21,419.28	
	5/1/2018	\$	23.95	\$	21,419.28	
	6/1/2018	\$	23.95	\$	21,419.28	\$ 256,405.37
2019	7/1/2018	\$	23.95	\$	21,419.28	
	8/1/2018	\$	23.95	\$	21,419.28	\$ 257,031.40
	9/1/2018	\$	23.95	\$	21,419.28	
	10/1/2018	\$	23.95	\$	21,419.28	
	11/1/2018	\$	23.95	\$	21,419.28	
	12/1/2018	\$	23.95	\$	21,419.28	
	1/1/2019	\$	23.95	\$	21,419.28	
	2/1/2019	\$	23.95	\$	21,419.28	
	3/1/2019	\$	23.95	\$	21,419.28	
	4/1/2019	\$	23.95	\$	21,419.28	
	5/1/2019	\$	23.95	\$	21,419.28	
	6/1/2019	\$	23.95	\$	21,419.28	\$ 257,031.40
2020	7/1/2019	\$	23.95	\$	21,419.28	
	8/1/2019	\$	23.95	\$	21,419.28	\$ 257,031.40
	9/1/2019	\$	24.31	\$	21,741.24	
	10/1/2019	\$	24.31	\$	21,741.24	
	11/1/2019	\$	24.31	\$	21,741.24	
	12/1/2019	\$	24.31	\$	21,741.24	
	1/1/2020	\$	24.31	\$	21,741.24	
	2/1/2020	\$	24.31	\$	21,741.24	
	3/1/2020	\$	24.31	\$	21,741.24	
	4/1/2020	\$	24.31	\$	21,741.24	
	5/1/2020	\$	24.31	\$	21,741.24	
	6/1/2020	\$	24.31	\$	21,741.24	\$ 260,251.00
2021	7/1/2020	\$	24.31	\$	21,741.24	
	8/1/2020	\$	24.31	\$	21,741.24	\$ 260,894.92
	9/1/2020	\$	24.31	\$	21,741.24	
	10/1/2020	\$	24.31	\$	21,741.24	
	11/1/2020	\$	24.31	\$	21,741.24	
	12/1/2020	\$	24.31	\$	21,741.24	
	1/1/2021	\$	24.31	\$	21,741.24	
	2/1/2021	\$	24.31	\$	21,741.24	
	3/1/2021	\$	24.31	\$	21,741.24	
	4/1/2021	\$	24.31	\$	21,741.24	
	5/1/2021	\$	24.31	\$	21,741.24	
	6/1/2021	\$	24.31	\$	21,741.24	\$ 260,894.92
2022	7/1/2021	\$	24.31	\$	21,741.24	
	8/1/2021	\$	24.31	\$	21,741.24	\$ 260,894.92

Landlord Initials:

Date:

	9/1/2021	\$	24.80	\$	22,179.47	
	10/1/2021	\$	24.80	\$	22,179.47	
	11/1/2021	\$	24.80	\$	22,179.47	
	12/1/2021	\$	24.80	\$	22,179.47	
	1/1/2022	\$	24.80	\$	22,179.47	
	2/1/2022	\$	24.80	\$	22,179.47	
	3/1/2022	\$	24.80	\$	22,179.47	
	4/1/2022	\$	24.80	\$	22,179.47	
	5/1/2022	\$	24.80	\$	22,179.47	
	6/1/2022	\$	24.80	\$	22,179.47	\$ 265,277.15
2023	7/1/2022	\$	24.80	\$	22,179.47	
	8/1/2022	\$	24.80	\$	22,179.47	\$ 266,153.60
	9/1/2022	\$	24.80	\$	22,179.47	
	10/1/2022	\$	24.80	\$	22,179.47	
	11/1/2022	\$	24.80	\$	22,179.47	
	12/1/2022	\$	24.80	\$	22,179.47	
	1/1/2023	\$	24.80	\$	22,179.47	
	2/1/2023	\$	24.80	\$	22,179.47	
	3/1/2023	\$	24.80	\$	22,179.47	
	4/1/2023	\$	24.80	\$	22,179.47	
	5/1/2023	\$	24.80	\$	22,179.47	
	6/1/2023	\$	24.80	\$	22,179.47	\$ 266,153.60
2024	7/1/2023	\$	24.80	\$	22,179.47	
	8/1/2023	\$	24.80	\$	22,179.47	\$ 266,153.60 \$ 44,358.93
Total Rent				\$ 2,573,748.24	\$ 2,573,748.24	

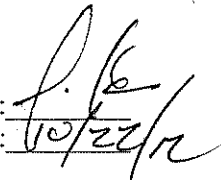
Landlord Initials:

Date:

EXHIBIT C

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.*

Janitorial services to be provided by Landlord as described in the "Statement of Work for Janitorial Services" and "Frequencies of Janitorial Services" descriptions provided within this Section. All janitorial services shall be provided by the Landlord as described at no additional cost to the Tenant, the cost shall be included in the "rent" set forth in "Exhibit B" herein.

Landlord Initials: 

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EXHIBIT C

STATEMENT OF WORK FOR JANITORIAL SERVICES

- 1-01. SCOPE: These specifications provide for accomplishing custodial services in a professional and workmanlike manner, in strict and complete compliance with these specifications and subject to the terms and conditions of this contract.
- 1-02. DESCRIPTION OF WORK: The work to be accomplished under this specification consists of performing all custodial services as hereinafter specified in the attachments hereto.
- 1-03. HOURS OF SERVICE: All work is to be performed after regular business hours. Work shall commence nightly, Monday through Friday at 6:00 pm.
- 1-04. DEFINITIONS OF SERVICES:
- A. Sweeping - Includes brush or mop sweeping compound if required, or mechanical brush-vacuum sweeping, without damage or disfigurement of furniture, doors or base trim.
 - B. Damp-Mopping - Cleaning of floor surfaces using cotton or sponge yarn mops, appropriate stain removal agents, heated water and detergent, if required, using as small amount of water as possible.
 - C. Buffing - Includes buffing with tampico brush and periodic buffing with cylindrical floor machine using fine steel wool cylinder to remove traffic marks, heavy soil, etc.
 - D. Floor Scrubbing - Cleaning of floors by use of deck brush, cylindrical or disc type machine, or automatic machine scrubber and detergent solution using as small amount of water as possible, followed by plain water rinse and pick-up. This scrubbing will be followed by the application of one coat of wax or finish and buffing.
 - E. Floor-Dry-Cleaning - Cleaning to remove marks, imbedded dirt and debris by buffing with steel wool disc or drum on machine having vacuum soil pick-up.
 - F. Floor Stripping - Removal or stripping of all wax or floor finish down to the flooring material, using compound especially prepared for this purpose, with brush or steel wool agitation as required, followed by rinsing with plain water to remove all wax or finish, solution, dirt and film.
 - G. Primary Floor Finishing - Application of two coats of water-emulsion wax or floor finish with clean applicator over entire floor after stripping as above, with thorough buffing after each coat. Wax and floor finish may not be used one after the other unless floor stripping (see para F. above) is first accomplished.
 - H. Touch-Up of Floor Surfaces - Application of wax or finish in heavy traffic areas between primary floor finishing. This includes thorough damp-mop cleaning of entire area prior to application of wax or floor finish, and buffing entire area after application of wax or finish.
 - I. High Dusting - Removal of dust from walls, ceilings, and other structural components; equipment and fixtures above six-foot reach from floor, with hand dusters or vacuum cleaner.

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- J. Resilient Floor Coverings - Includes linoleum - plastic asphalt, rubber and cork.
- K. Vacuum Carpets (spot clean) - Vacuum all carpeted common areas, heavy traffic areas and entranceways.
- L. Vacuum Carpets - Vacuum all carpeted surfaces, inclusive of all offices and workstations.
- M. Carpet Shampooing and Cleaning - Two acceptable methods:

- a. Hot Water Extraction: A truck-mounted hot water, approximately 180° at the wand, (or steam) extraction system to be used. Prior to carpet shampooing, general vacuuming will be provided to remove all particulates. In heavily soiled areas, a pre-treatment of an aggressive alkaline-based solution will be used to assist to break the bond between ground-in particulate and contaminants from the carpet fiber. In extremely soiled areas, a pile lifter will also be required. Rinsing/extracting will be accomplished with a very mild acidic solution or Ph neutral water rinse cleaner, to remove soil and the detergent residue from past cleanings. A high production unit, consisting of a cleaning wand with a motorized power brush, will be used.

The process utilized to be according to recommendations by the carpet manufacturer and the Institute of Inspection Cleaning Restoration Certification (IICRC), a trade organization.

- b. Bonnet Cleaning: Thoroughly vacuum all carpeted areas to remove all surface particles prior to performance of cleaning. Mist/spray cleaning product onto carpet, utilize bonnet (rotary buffer with absorbent pads) carpet cleaner machine to remove soil particles and change cleaning pads once they become dirty.

1-05. SUPPLIES AND EQUIPMENT: The LANDLORD will furnish all supplies and equipment for accomplishment of all work. LANDLORD's equipment shall be of the size and type suitable for accomplishing the various phases of work described herein, shall operate from existing sources of electrical power and shall have low noise level of operations. Equipment considered to be improper or inadequate for the purpose shall be removed from the job and replaced with satisfactory equipment. All equipment shall be stored on site.

A. Major Items of Supplies:

Detergent, General Purpose
Soap, toilet (Floating White)
Soap, toilet, powder - Plain and with Borax
Sweeping Compound
Polish - Metal
Wax, Floor, Water Emulsion - or TENANT approved substitute
Liquid floor finish - an acrylic resin floor finish acceptable as an alternate to water.
Waste Container Liners (plastic)
Remover, Water Emulsion Type Floor Wax

- B. Material and Supplies - The LANDLORD shall furnish all materials and supplies required.

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C. Supplies Used - Unless otherwise specified, supplies shall be of the highest quality and most suitable type or grade for the respective work under contract. Any item with potentially flammable or otherwise harmful qualities shall not be used.

D. Personal Protection Equipment (PPE) - LANDLORD shall be responsible to provide, instruct and replace/upgrade as necessary, any and all PPE, as required or recommended by OSHA 1910.132 or other such regulation, for all of their employees.

1-06. STORAGE - The Tenant will not be responsible in any way for damage to the LANDLORD's stored supplies, materials or equipment kept throughout the buildings in janitor's closets; or the LANDLORD's employees' personal belongings brought into the building; occasioned by fire, theft, accident or otherwise.

1-07. LANDLORD QUALIFICATIONS:

A. Employees: The LANDLORD shall employ only personnel skilled in janitorial work. Because of possible contact with classified equipment or papers, no person shall be employed whose loyalty to the United States is questionable. The LANDLORD assumes total responsibility of their employees, subcontractors, agents and invitees.

1-08. SUPERINTENDENCE BY LANDLORD: The LANDLORD shall at all times during hours specified for service, provide an on-site working janitorial supervisor who can efficiently and effectively communicate, in written and verbal forms, with both the Tenant and to their subordinate janitorial staff. Supervisor to provide adequate supervision of his employees to ensure complete and satisfactory performance of all work in accordance with information as to how and where he/she or his/her representative can be contacted during the regular business hours (8:00 a.m. to 5:00 p.m.). Once a month the LANDLORD's agent will contact the Department's Manager of Administration to go over any problems and/or suggestions.

1-09. INSPECTION:

Daily inspection of all the LANDLORD's work will be made by the Department's Manager of Administration or his/her representative. The representative has authority to point out to the LANDLORD, incomplete or defective work and necessary corrective measures, but does not have authority to alter the terms or conditions of the contract. In addition, the on-site facility contact shall maintain a "Jani Log" to note any deficiencies and/or special needs. LANDLORD is responsible to check this log daily, attend to requests and initial when complete.

1-10. STANDARDS: The following standards shall be used in evaluation of custodial services:

A. Dusting - A properly dusted surface is free of all dirt and dust, dust streaks, lint and cobwebs.

B. Plumbing Fixtures and Dispenser Cleaning - Plumbing fixtures and dispensers are clean when free of all deposits and stains so that item is left without streaks, dust, film, odor or stains.

C. Sweeping - A properly swept floor is free of all dirt, dust, grit, lint and debris except imbedded dirt and grit.

D. Spot Cleaning - A surface adequately spot cleaned is free of all stains, deposits and is substantially free of cleaning marks.

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E. Damp Mapping - A satisfactorily damp-mopped floor is without dirt, dust, marks, film, streaks, debris or standing water.

F. Metal Cleaning - All cleaned metal surfaces are without deposits or tarnish and with a uniformly bright appearance. Cleaner is removed from adjacent surfaces.

G. Glass Cleaning - Glass is clean when all accessible glass surfaces are without streaks, film, deposits, and stains, and has a uniformly bright appearance and adjacent surfaces have been wiped clean.

H. Scrubbing - Scrubbing is satisfactorily performed when all surfaces are without imbedded dirt, cleaning solution, film, debris, stains and marks and standing water in all areas and floor has a uniformly clean appearance. A plain water rinse must follow the scrubbing process immediately.

I. Light-Fixture Cleaning - Light fixtures are clean when all components, including bulbs, tubes, lenses and diffusers are without insects, dirt, lint, film and streaks. All articles removed must be replaced immediately.

J. Wall Cleaning - After cleaning, the surfaces of all walls, ceilings, exposed pipes and equipment will have a uniformly clean appearance, free from dirt, stains, streaks, lint and cleaning marks, painted surfaces must not be unduly damaged. Hard finish wainscot or glazed ceramic tile surfaces must be bright, free of film, streaks and deposits.

K. Buffing of Floor Surfaces - All waxed and/or acrylic finished areas will be buffed sufficiently for maximum gloss, as to provide the removal of surface dirt and yield a uniform appearance.

1-11. SERVICES: The following services shall be performed to comply with the aforementioned specified standards:

A. Cleaning Rest Rooms - This work includes cleaning all plumbing fixtures; lavatories, toilet bowls, group wash fountains, dispensers, baby changing stations; spot cleaning wainscot, doors, stall partitions and all laminate counters as required; and filling all paper, soap and feminine napkin dispensers as needed. Scouring powder may be used on plumbing fixtures or ceramic tile to remove stubborn stains or deposits. A toilet bowl cleaner may be used for water closets and urinals if required. All stains or spots shall be removed from ceramic tile, wainscot and stall partitions using a damp cloth, with detergent and chlorine bleach. Floors shall be dry swept and damp mopped. Shower walls shall be wiped dry and the floor cleaned.

B. Cleaning Sinks and Drinking Fountains - All items will be cleaned using detergent or scouring powder if required. Cabinets of water chillers shall be wiped clean with a damp cloth. Any spillage on floors or walls adjacent to fixture shall be wiped clean with a damp cloth.

C. Sweeping - All tile, wood or concrete floors, stairways, landings and stoops shall be swept, using an approved sweeping compound and dust and debris removed to receptacles provided for this purpose outside the building.

D. Damp Mapping Floors - Damp mop all resilient floors, quarry tile and concrete floors. All resilient floors shall be buffed. Note: Resilient floors may be dry cleaned provided

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satisfactory results are demonstrated by the LANDLORD. Damp mopped resilient floors shall be buffed with appropriate brushes.

E. Scrubbing - Scrub all resilient floors, ceramic tile and smooth concrete floors. Resilient floors that have been scrubbed shall be waxed and buffed as specified.

F. Prime Waxing - Primary wax resilient flooring wax shall be applied as recommended by the manufacturer of the product furnished. Primary waxing shall follow immediately the operation of wax removal or stripping and scrubbing.

G. Stripping and Wax Removal - Wax removal shall be accomplished on all resilient floors. All dirt, stain, old wax and debris shall be completely removed down to the original flooring material. When floors are completely clean and dry, apply two coats of wax and buff each coat.

H. Buffing - Touch up wax and/or finish and buff after damp mopping all resilient flooring in entrances, lobbies and corridors.

I. Glass Cleaning - Clean all mirrors, glass cases, windows and glass at building entrances, using plain water or cleaning solution prepared for this purpose. Adjacent rim shall be wiped clean with a damp cloth. Scouring powder or ammonia shall not be used. Doors and windows shall be washed on both sides.

J. Cleaning Interior Walls and Ceilings - When not otherwise washed, clean all interior painted walls, partitions and ceiling surfaces and window trim, except acoustical material. Beginning at the highest point, dust shall be first removed from all surfaces, exposed overhead pipes and equipment with untreated dusters or by vacuuming. Cobwebs shall be removed with an upward stroke to avoid streaking.

K. Cleaning Wainscot and Laminate Counter Tops - Clean all tile or impervious finish wainscot, laminate counter tops, toilet stall partitions and doors. Cleaning shall be accomplished with detergent solution and sponge followed by plain water rinse and drying with a clean cloth. Abrasive cleaners will not be used on painted or resilient surfaces. All spillage or marking of adjacent surfaces shall be wiped clean with a damp cloth.

L. Cleaning Doors and Trim: Clean doors and adjacent trim not otherwise cleaned.

M. Dusting Horizontal Surfaces Other Than Furniture, Fixtures and Equipment - Dust with treated dust cloth or vacuum all horizontal surfaces of windows, radiators, baseboards and other horizontal surfaces in reach from the floor.

N. Empty Waste Receptacles - Empty all waste receptacles, inclusive of all exterior cigarette receptacles, and remove trash and paper from building and deposit in collection facilities provided for this purpose by Landlord.

O. Washing Waste Receptacles - Wash specified waste receptacles to keep in sanitary condition. Washing shall be accomplished with brush and detergent solution. Use of steam or cleaning agents harmful to paint or receptacle material will not be permitted. Receptacles will be left free of deposits, stains, dirt streaks and odor.

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P. Clean Light Fixtures - Dust all accessible components of incandescent and fluorescent light fixtures including bulbs, tubes, lenses and diffusers with a cloth or yarn duster. Clean fixtures with a damp cloth at frequencies indicated.

Q. Mat Cleaning - Clean all dirt, removing mats at entrance and remove all dirt and dust deposits underneath.

R. Metal Cleaning and Polishing - All door and rest room hardware shall be polished using approved polishing compound.

S. Dust and Wash Vertical/Horizontal - Vertical/Horizontal blinds shall be dusted with soft cloths, dusters, brushes manufactured for this purpose, or vacuumed. Blinds to be washed shall be removed from the windows and thoroughly washed, rinsed and dried before reinstalling at proper windows.

T. Turning off Lights - Janitorial staff shall be responsible to turn off interior lights after the conclusion of their nightly operations.

1-12. CLEAN UP: All supplies, equipment and machines shall be kept free of traffic lanes or other areas where they might be hazardous and shall be secured at the end of each work period in areas provided for this purpose. Cloths, mops, or brushes, containing residue of wax or other combustible material subject to spontaneous ignition, shall not be disposed of or stored within the building or dumped in the on site disposal facility. LANDLORD shall be responsible to legally dispose of any and all hazardous or flammable materials as required by law. All dirt and debris resulting from work under this contract shall be disposed of each day at the completion of work. Only biodegradable cleaning solutions shall be disposed of in plumbing fixtures provided for this purpose.

1-13. LOST, FOUND OR MISSING ARTICLES: All unclaimed articles found in or about the work areas by the LANDLORD will be turned in immediately to the Tenant's District Office Manager of Operations located at this facility.

1-14. SNOW AND ICE REMOVAL: To be provided in conformance with Section 8.5 of the Agreement herein.

1-15. SUPPLIES: The LANDLORD will furnish supplies to fill all dispensers in the rest rooms and lounge. This is to include toilet paper, paper towels, sanitary toilet seat covers, baby changing station bed liners, anti-bacterial soap and sanitary napkins.

1-16. RECYCLING: The Landlord shall provide recycling collection, documentation, and repository services in accordance with the provisions of Exhibit D Part IV "Recycling" of the Agreement herein.

Landlord Initials:

Date:

**Exhibit C Continued:
FREQUENCIES OF JANITORIAL SERVICES**

SERVICE	DAILY	WEEKLY	MONTHLY	QUARTERLY	SEMIANNUALLY	ANNUALLY
Floors (Resilient)						
Sweep/Dust Mop	X					
Damp Mop	X					
Damp Mop Entrances	X					
Buff			X			
Strip and re wax main corridors and public areas				X		
Scrub and apply one coat of wax			X			
Walls						
Clean						X
Spot clean (as required)						
Dust (include piping ducts, etc.)				X		
Woodwork and Doors						
Clean						X
Spot clean walls, doors, trim, folding doors, etc. as required						
Dust		X				
Light Fixtures						
Dust			X			
Damp Wipe				X		
Diffusers: Damp Clean					X	
Drinking Fountains						
Clean	X					
Dust horizontal surfaces of all fixtures, ledges, woodwork, doors, etc.			X			
Waste Receptacles						
Empty waste Receptacles	X					
Wash waste Receptacles			X			
Mat Cleaning	X					
Exterior Doors						
Class Cleaning, Other		X				
Metal Cleaning and Polishing (as required)						
High Dusting				X		
Toilets						
Clean Water Closets	X					
Clean Urinals	X					
Clean Wash Basins	X					
Dispensers, fill and clean	X					
Mirrors	X					
Mop floors with disinfectant	X					
Vacuum Carpets (spot clean)	X					
Vacuum Carpets		X				
Window Cleaning – Interior and Exterior						X
Removal and replacement of window screens as necessary						
Skylight clean (if applicable)				X		
Window covering						
Clean and re-hang					X	
Carpet Cleaning				X		
*Hot Water Extraction Method						X
Bonnet Cleaning Method				X		
Recycling		X				

* Hot Water Extraction at 12 months replaces quarterly Bonnet Cleaning

Landlord Initials: *P. Han*
Date: *10/22/12*

EXHIBIT D

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.

1. All renovations, new construction and alternations shall be provided as described in the documents and drawings herein, and as set forth in Section "4.3 Permits and Testing" which requires compliance with all applicable building codes, including but not limited to the Code for Barrier-Free Design for the State of New Hampshire (IBC 2006, ICC/ANSI A117.1-2003 citations), the State Building Code (IBC 2006, ICC/ANSI A117.1-2003, and NFPA 101 v.2003 citations) and the Americans with Disabilities Act Standards for Accessible Design Code (ADAAG citations). The Landlord's construction drawings and specifications – which shall be based upon the drawings and documents herein – shall be submitted to the local authority having jurisdiction (i.e. the building inspector) and the State of NH Architectural Barrier-Free Design Committee for review and approval prior to commencement of work. Said drawings and specifications shall be amended thereafter as needed to include provision and conformance with any corrective comments or stipulations from the above reference authorities provided said comments or stipulations are required for conformance with the above referenced codes.
2. In addition to the foregoing, the Tenant shall provide an "Assistive Listening System" in the client conference room of the Premises within thirty (30) days of the commencement of the rental term. Provision said systems shall be in compliance with the International Building Code (IBC) 2006 section 1108.2.6 "Assistive Listening Systems".

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. No later than ten (10) calendar days after the "clean air" testing results are received by the Landlord they shall be submitted to "Environmental Services" in a manner which conforms to their requirements requesting their review and certification of compliance with "clean air" standards.

After the completion of renovations, but prior to Tenant's occupancy, the Landlord (at Landlord's sole expense) shall be responsible for hiring technicians (who meet "Environmental Services" criteria of professional accreditation) to perform the State of New Hampshire "Clean Air" tests as set forth in "Environmental Services" Administrative Rules Chapter Env – A2200. In accordance with these rules the landlord shall submit notarized air testing results within five (5) days of receipt of the results to the "State of New Hampshire, Department of Environmental Services, "Indoor Air Quality Program", Hazen Drive, P.O. Box 95, Concord, NH 03302-0095 for their review and certification of compliance. After reviewing the testing results "Environmental Services" will either issue

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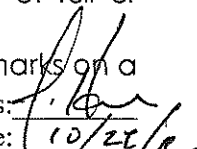
a "certificate of compliance" to the Landlord, or send a letter delineating the deficiencies. The Landlord shall consult with "Environmental Services" and the testing lab that performed the initial test to gain their recommendation of how to remedy any deficiencies. The Landlord shall (at their sole expense) proceed to remedy the air quality deficiencies through repair and/or renovations to the premises. Any and all required repairs or renovations shall be completed within a reasonable time frame, which shall in no instance exceed four (4) months after the deficiency was revealed in the testing results. After the completion of all repairs to the air handling systems, the Landlord shall have the premises re-tested for compliance, again submitting the testing results to Environmental Services for their review and recommendations or issuance of their "Certificate of Compliance". The Landlord shall be obligated to comply with the forgoing protocol until such time a "Certificate of Compliance" for the Premises is issued by Environmental Services.

Part III Improvements, Renovations or New Construction ("work"): In the instance the Agreement herein includes provisions for such "work" to be provided, the Tenant's schematic and design intent specifications and plans depicting all "work" have been attached hereto and made part of the Agreement herein by reference.

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 new construction and improvements to the Premises delivering it in "turn key" condition to the Tenant. 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 herein titled "Tenant Improvement Specifications".
2. The Landlord's minimum obligation regarding provision and fit up of the Premises shall include provision of an interior layout conforming to the floor plans, details, schedules and documents cited in the "Overview/Introduction" paragraph of Exhibit D part III "Tenant Improvement Specifications". 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 Landlord, or the Landlord's Janitorial provider (Provider), shall recycle all waste products for which markets are available. The following products shall be included: mixed paper, including boxboard, corrugated cardboard, shredded paper and containers (plastic, tin, cans, bottles and glass).
2. The Tenant shall place all items intended for recycling in collection bins, which shall be provided and properly labeled by the Tenant. These bins shall be provided in no less than four (4) locations throughout the Premises. The Provider shall remove the items intended for recycling from the Tenant's collection bins, bag and document the recycling, and conveying and depositing it at a recycling center.
3. The Provider shall document the volume and estimated average weight of items collected for recycling in the following manner:
 - a. Once (one time) per week the Provider shall gather waste products for recycling from the Premises, these items shall be properly sorted and deposited into garbage bags;
 - b. Upon inception of services the Provider shall weigh "sample" bags of each sorted commodity and document the approximate average weight of full or partially full bags per each commodity.
 - c. Upon each collection the Provider shall document via notation ("tick marks on a

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clipboard will suffice) the number of bags collected per commodity and whether the bags are full or partially full.

- d. At the end of each month the Provider shall tally the number of bags per commodity which were either full or partially full, multiply that sum by the average weight of such bags, thereby establishing a volume tally.
 - i. On a Quarterly basis the Provider shall send the results of these monthly volume tallies to the Tenant's "Contact Person" (listed in section 23.2 herein) in order to provide conformance with State of New Hampshire recycling reporting requirements.

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EXHIBIT D PART III, TENANT IMPROVEMENT SPECIFICATIONS

Overview/Introduction: The Landlord shall supply all necessary labor and materials to provide for the complete installation and proper operation of all improvements outlined in the following provisions of this specification, and generally as shown in attached drawings/documents titled:

1. DWG-A1: Tenant Floor Plan
2. DWG-A2: Tenant Large Scale Plans and Details
3. D-1: Sample Door and Hardware Schedule
4. D-2: Hardware Types
5. D-3: Hardware Functions

The Landlord and/or his agents shall exercise due diligence to provide the design intent described in all documents. The Tenant shall review any of the Landlord's proposed deviations from the floor plan, details or specifications in advance, allowing such deviation only when such deviation complies with all program functions and all applicable building and safety codes.

I. GENERAL PROVISIONS:

1.1. Basic Definitions:

- 1.1.1. **"Landlord"** shall mean the proposed Landlord, the contractual Landlord and/or their authorized designees.
- 1.1.2. **"Tenant"** shall mean the State of New Hampshire – Department of Health and Human Services (DHHS) Bureaus of Facilities and Assets Management.
- 1.1.3. **"Build-out Documents"** for any subsequent lease will consist of the Lease, Drawings, Specifications, and other documents listed in the Lease, all modifications issued prior to execution of the Lease and all modifications issued after execution of the Lease.
- 1.1.4. **"Modification"** shall be (1) a written amendment to the Documents signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Tenant.
- 1.1.5. **"Drawings"** are the graphic and pictorial portions of the Documents showing the Tenant's design intent, location and dimensions of the Work to be performed.
- 1.1.6. **"Specifications"** are that portion of the Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work and performance of related services.
- 1.1.7. **"ADA"** is an acronym for the United States "Americans with Disabilities Act" as well as (in this context) a broad reference to all codes, regulations and ordinances whether Federal, State, or Municipal, which regulate and provide for architecturally barrier-free access and design.

2. Correlation and Intent of the Documents:

- 2.1. Intent: The intent of the Documents is to include all items necessary for the proper execution and completion of the Work. The Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Landlord shall be required only to the extent consistent with the Documents and reasonably inferable from them as being necessary to produce the intended results.
- 2.2. Build-out Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Landlord and the Tenant. The Tenant shall be entitled to performance and enforcement of obligations under the Documents.

3. Construction Documents:

- 3.1. The Documentation herein specifies the Tenant's Design Intent, they are not, however, construction documents. In the event of proposal selection and subsequent lease finalization and authorization, thereafter it shall be the Landlord's responsibility to prepare (including employment of licensed architects and engineers as it relates to the Work) and submit any construction drawings and/or specifications which may be required by the building/code department or authority of the municipality to secure all required plan reviews, approvals and permits. Any alternations to the Documents that the building/code officials, architect or engineers deemed

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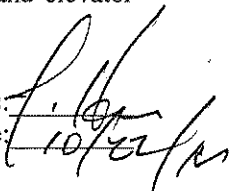
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necessary for code compliant construction of the premises shall be reviewed with the Tenant, with the necessary changes subsequently being incorporated into the Work as mutually agreed upon by the affected parties.

- 3.1.1. All construction drawings and plans shall be provided to the Tenant at a scale not less than 1'-0" = 1/8" and/or in *.dwg AutoCAD format, inclusive of as-built drawings as part of the project close out.
- 3.2. Submittal and construction drawing approval process: Landlord to provide electronic and hard copies of all construction documents, specifications, schedules, Material Safety Data Sheets (MSDS), plans etc. as submittals to the Tenant prior to commencement of construction. All plans, specifications (including manufactures cut sheets) and finish schedules shall be approved and initialed by both the Landlord and Tenant prior to construction and shall be deemed as part of the lease document.
 - 3.2.1. Plans, specifications and schedules, etc. to be prepared by the Landlord and provided to the Tenant shall include, but are not limited to: Door, hardware and room finish schedules, floor plan, reflective ceiling plan, fire evacuation plan, electrical distribution, fire alarm, egress, lighting, telephone and data distribution plans, HVAC distribution plan.
 - 3.2.1.1. Door & Hardware Schedule: The Landlord shall submit the door and hardware schedule in a format that conforms to the Tenant's requirements. The Tenant shall provide the Landlord with a "Sample" Door and Hardware schedule that is representative of the required format, the Landlord's Door and Hardware Schedule submittal shall provide all information in this format, including utilization of the same column and row headings and formats.

4. GENERAL CONDITIONS:

- 4.1. **Specifications** - minimum requirements: The specification herein represent the Tenant's definition of minimum requirements, including manufacturers and models, of construction materials, including hardware and specialties. Equivalent alternates may be considered by the Tenant, however, the Tenant has the right of acceptance and/or rejection, such consideration by the Tenant shall not relieve the Landlord of the responsibility for deviations from the requirements of tenant's specifications.. Submittals shall specifically outline deviations from the products and/or systems specified. When, and if, the Tenant rejects the proposed deviations the Landlord shall provide the specified product and/or system.
- 4.2. **Design and Plans:** The plans and specifications set forth herein shall be referenced by the proposed Landlord and/or the Landlord's representative in order to determine the cost and scope of work entailed in order to provide Tenant with new rental premises for their use. The cost of providing all work shall be included in the "rent" set forth in the Landlord's subsequent lease proposal to the Tenant. The Landlord and/or his agents shall exercise due diligence to provide the design intent described in all Tenant supplied documents. The Tenant shall review any of the Landlord's proposed deviations from the floor plans, or specifications in advance, allowing such deviation only when such deviation complies with all program functions and all applicable building and safety codes. Consideration of proposed alternates does not relieve the Landlord of the responsibility for deviations from the requirements of the Tenant's documents. Submittals shall specify any deviations from the products and/or systems specified herein. If the Tenant rejects proposed alternates, the Landlord shall provide the specified product and/or system.
- 4.3. **Permits and Testing:** The Landlord shall be solely responsible for applying for and obtaining any and all required permits and tests. All work shall be completed in compliance with all applicable codes, including but not limited to the Architectural Barrier-Free Design Code for the State of New Hampshire (ICC/ANSI A117.1-1198 citations), the NH State Building Code (IBC 2009, ICC/ANSI-2003, and NFPA 101 citations) and the Americans with Disabilities Act Standard for Accessible Design (ADAAG citations). Design and installation criteria having to do with such conformance is referred to herein as being "ADA" (Americans with Disability Act) conforming. The costs of said permits and testing shall be borne solely by the Landlord.
 - 4.3.1. An approved copy of the Demolition/Building Permit shall be delivered to the Tenant, prior to commencement of construction activities.
 - 4.3.2. A final and approved Certificate of Occupancy shall be delivered to the Tenant, prior to the Tenant accepting the space.
 - 4.3.3. In the case of a municipality that does not have a local code enforcement authority, the prevailing codes and governing authority shall be deemed to be that of the State, specifically but not limited to the State Fire Marshall's Office. Reference HVAC for additional approvals.
 - 4.3.4. Landlord must provide the Tenant with all applicable certificates and inspections prior to occupancy, including but not limited to: Building Permit, Certificate of Occupancy, Proof of application to the State on NH Dept. of Environmental Services for "Clean Indoor Air" (RSA10-B) Certification, and elevator inspections certificates, if applicable.

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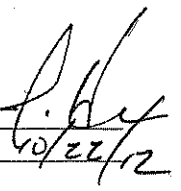
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- 4.3.5. The Landlord shall be responsible for inspections and testing required for the identification of known and suspect hazardous materials prior to construction. The Landlord shall provide notification of any and all Hazardous materials and proposed remediation to the Tenant. All materials shall be handled in accordance with the requirements of the authorities having jurisdiction. The Landlord shall also be responsible to provide to the Tenant a certified Affidavit of Environmental Conditions Statement.
- 4.3.6. The Landlord shall be responsible for submitting any and all stamped documents to the municipality or party of governing authority, for review and approval. If the municipality does not have local code enforcement authority, the prevailing codes and governing authority shall be the State of NH, specifically but not limited to the State of NH Fire Marshall's Office.
- 4.4. **Project Management:** The Landlord shall be responsible to provide a Project Manager who shall supervise and direct the Work. The Project Manager shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work, including conducting weekly construction job meetings and the issuance of weekly (written) job notes. Management of the site and renovations, and provision of a Safety Plan, shall be the sole responsibility of the Landlord.
- 4.5. **Shop Drawings:** Shop drawings of millwork, product data sheets, samples and similar submittals shall be submitted to the Tenant by the Landlord for review and approval prior to proceeding with work. In order to avoid excess review time, all submittals shall be reviewed by the Landlord for conformance to the Documents herein prior to submission for Tenant review. The Tenant shall expedite all review, taking no more than 7 workdays to accept, accept as noted or reject a submittal.
- 4.5.1. The Landlord shall review for compliance and approve and submit to the Tenant Shop Drawings, Product Data, Samples and similar submittals required by the Tenant with reasonable promptness and in such sequence so as not to cause delay in the Work. Submittals which are not marked as reviewed and approved by the Landlord shall be returned by the Tenant with No Action Taken.
- 4.5.2. By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Landlord represents that the Landlord has determined and verified materials, field measurements and field construction criteria related to the submittal, or will do so, and has checked and coordinated the information contained within the submittal(s) with the requirements of the Work and the Tenant.
- 4.6. **MSDS (Material Safety Data Sheets)**
- 4.6.1. The Landlord shall submit MSDS for ANY and ALL materials introduced to the site via the construction process to Tenant. The delivery of the MSDS shall be made available to Tenant prior to the use of the products at the site. This will enable Tenant to review submittals for possible adverse health risks associated with the products.
- 4.6.2. At time of occupancy by the Tenant the Landlord shall provide the Tenant 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.
- 4.7. **Conditions for Occupancy:** Prior to occupancy Tenant shall require all applicable certificates and inspections, including but not limited to: Building Permit, Certificate of Occupancy, State of New Hampshire RSA 10-B "Certification of Compliance" (or proof of proper application for Certification) and elevator inspection certificates, if applicable.
- 4.8. **Cutting and Patching:** The Landlord shall be responsible for cutting, fitting or patching to complete the Work or to make its parts fit together properly. Cut existing construction using methods least likely to damage elements retained or adjoining construction. Patch with durable seams that are invisible as possible. Do not cut and patch construction in a manner that would result in visual evidence of cutting and patching.
5. **STANDARDS & SPECIALTIES**
- 5.1. **Materials and Finishes:** With respect to the build-out of the interior space unless otherwise stated or agreed to by the Tenant, the Landlord shall use and/or deliver to the Tenant all new materials, equipment and finishes throughout the leasehold space. Use of "green" materials made of recycled content materials and/or made of materials which are readily recycled at end of useful life shall be preferred.
- 5.2. **State of New Hampshire Energy Code:** With respect to the build-out of the space the Landlord shall conform to all applicable requirements of the State of New Hampshire Energy Code.

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- 5.2.1. Provision of build out which exceeds the energy code by at least an additional 20 percent is encouraged, the Tenant shall shown favorable preference to submittals and proposed alternates to the specifications herein which support this goal.
- 5.2.2. Landlord shall provide a "life-cycle" analysis and commissioning report supportive of the proposed "design/build" floor plans and specifications.
- 5.3. **Ceiling Heights:** Where possible, the following ceiling heights are preferred:
- 5.3.1. Lobby Area: 10 feet
 - 5.3.2. Conference/Training Rooms and Staff Lounge: 9 feet
 - 5.3.3. Private Offices: 9 feet
 - 5.3.4. General Office Area 10 feet
 - 5.3.5. Interview Rooms: 9 feet
 - 5.3.6. Corridors, Hallways: 9 feet
 - 5.3.7. All other areas shall not exceed the above heights.
- 5.4. **Ceiling Materials:** Minimum standards: Grid: *Armstrong - Prelude ML 15/16*" Exposed Tee System. Tile: *Armstrong - Fissured Minaboard*. 2x2 and/or 2x4 ceiling tile panel is acceptable.
- 5.5. **Corridor Widths:** Unless otherwise noted or required by the authority having jurisdiction, all corridors shall be at least 60" wide.
- 5.6. **Window Treatments:** Landlord to provide at all exterior glazing, interior, security observation mirrors and receptionist transaction windows.
- 5.6.1. Specifications: Manufacturer: *Hunter-Douglas*; Model: *Celebrity*; Type: 1" horizontal. Color(s) to be determined by the Tenant.
 - 5.6.2. Optional Specification: Fire Rated Phifer, Inc. "Sheer Weave Style 3000", fiberglass vinyl coated fabric with average openness of no more than 14%. Roller Shade system with continuous loop beaded chain and Clutch operated roller system. Manufacturer: Phifer, Inc., Castec Shading Inc. or equal. Fabric color to be "Pearl Frost". Shades to extend the full height of all exterior windows, terminating at the windowsill. All shades to be mounted using manufactures recommended heavy duty mounting brackets depending upon review of field applications. All shades to have standard manufactures valance system to conceal mounting brackets.
- 5.6.3. **Surface Mounted Acoustical Wall Panels:**
- 5.6.3.1. See "Specialty Areas" for required quantities and placement.
 - 5.6.3.2. Provide in install 24" x 24"x 2" ATS (or equivalent) acoustic panels; the acoustic panel core material shall be Roxul AFB mineral wool (or equivalent), (NRC 1.0).
 - 5.6.3.3. Units shall have solid wood internal frame.
 - 5.6.3.4. Units shall have 1/4-inch wood back panel. Provide wall-mounting hardware for a secure installation without glue.
 - 5.6.3.5. Finish shall be a textured cover fabric is 100% jute, provide units available in a range of colors, the color selection shall be by Tenant.
- 5.7. **Baby Changing Station:** Provide and install at each public rest room. Manufacturer: *Koala Bear Kare* Model: To be determined by Tenant, i.e. horizontal and/or vertical. Installation shall be as required to be fully ADA compliant. Color: To be determined by Tenant.
- 5.7.1. Specification: Horizontal or vertical application, constructed of molded polyethylene with stainless steel hinges, able to withstand static loads of 400 pounds, to include child protective straps, gas spring mechanism, usage and safety instructions in multiple languages and brail, FDA approved high-impact polyethylene resistant to fungal and bacterial growth, must meet ASTM standards for anti-fungal protection.
- 5.8. **Knox Box:** an exterior flush mounted Know Box shall be provided and installed as required or requested by the local fire and/or police department. Location to be determined by said authority.

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- 5.9. **Flag and Flag Pole:** Provide commercial grade exterior flag pole including halyard system and necessary lighting for nighttime illumination. Type: Cone; Height: single story buildings - 20', two story buildings - 25'; Flag: Width shall be one quarter the vertical height of the pole.
- 5.10. **Restroom Accessories, Dispensers and Receptacles:** To be supplied, installed and maintained by the Landlord. Including but not limited to: recessed (or semi-recessed) waste receptacles, toilet paper, toilet seat protectors, paper towel dispensers, coin-operated feminine hygiene product(s) dispensers, and feminine products waste receptacles and shall be as approved by the Tenant.
- 5.10.1. **Restroom Waste Receptacles:** Shall be stainless steel finish recessed (or semi recessed – where approved by Tenant) waste receptacles.
- 5.10.2. **Restroom Paper Towel Dispensers:** The Tork "Intuition II" hand sensor roll towel dispenser and Georgia Pacific "enMotion" automated touchless towel dispenser(s) are preferred.
- 5.11. **Restroom Toilet Partitions:** Powder-coated steel, plastic laminate or solid polymer plastic partitions; floor mounted and/or floor to ceiling mounted; ADA compatible.
- 5.12. **Drinking Fountains:** Type: Refrigerated. Stainless steel, dual drinking fountains providing standard and wheelchair accessible heights and configurations. Provide minimum count required for conformance with regulatory authority, installations shall include:
- 5.12.1. Drinking fountains at the Tenant's client waiting/lobby area close to the public rest rooms.
- 5.12.2. Drinking fountains close to the Tenant's staff rest room/staff lounge area.
- 5.12.3. Final Locations shall be reviewed with the Tenant.
- 5.13. **Exterior Glazing:** All existing and new exterior glazing shall be transparent. No opaque materials are acceptable without prior approval from the Tenant. Exception: skylights and restroom glazing are permitted to be constructed of opaque materials.
- 5.14. **Exterior Cladding:** The cladding materials utilized on the exterior of the building to which the proposed space is a part shall be suitably dignified, the minimum standard for such materials shall be provision of materials such as wood or masonry clapboard (Hardy board), or brick veneer.
- 5.15. **Bullet Resistant Transaction Windows:** Provide and install as specified in "Specialty Areas/Reception" herein. Provide UL Listed Level 3 bullet resistant transaction windows with stainless steel frames which have a protection level equal to or greater than the glazing.
- 5.16. **Push Plate Activated Automated Doors:** One set (quantity 2) of automated ADA conforming exterior and vestibule doors to be provided and installed at Tenant's Public Entrance. See "Doors, Door Assemblies and Hardware" herein for further details.
6. **DOORS, DOOR ASSEMBLIES AND HARDWARE:** typical – unless noted otherwise. Landlord to provide Door and Hardware schedule demonstrating conformance with the following section prior to inception of construction. See "General Conditions, Construction Document" for details regarding required format of door and hardware schedule submittal.
- 6.1. **Hydraulic Overhead Door Closer Devices:** Shall be heavy-duty commercial grade, suggested manufacturers: Norton – series 8301 and/or 8501, or LCN 4040.
- 6.2. **Pilfer Alarms:** Recommended manufacturer: Security Lock Distributors (DETEX Corp.) - Exit Alarms Model EA 2500S AC powered, surface mount exit alarm. See Typical Door Schedule for approximate locations, types and quantities required. Override key to be coordinated with the building's keying program.
- 6.3. **Electromagnetic Locks:** Recommended manufacturer: Locknetics Security Engineering - Series 268 Surface Mounted POWERLOCK II. See Typical Door Schedule for approximate locations, types and quantities required.
- 6.4. **Vandal Resistant Hinges:** Non-removable pin (NRP) hinges shall be provided at all exterior doors. All hinges shall be heavy duty steel and vandal resistant, color: silver coated or stainless steel.
- 6.5. **Latch Protectors:** To be provided at all exterior doors. All latch protectors shall be: heavy duty steel, furnished with washers and vandal resistant fasteners, color: silver coated or stainless steel. Latch protectors shall be a minimum size of 2-3/4" X 7", and shall completely cover strike plates.
- 6.6. **Electric Door Strikes:** Recommended manufacturer: HES 9000 Series for exit hardware applications; HES – 1006 Series for interior door applications. Provide strikes with HES Smart Pac in-line power control for strikes

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under continuous duty operation. Other acceptable unit(s): *Folger-Adams - Series 300*, heavy-duty commercial grade, 24 v DC continuous duty,

- 6.6.1. Installation shall include supplying and installing all required electrical circuits, transformers, low voltage control wiring from electric strike to junction box above finished ceiling and 110v electrical supply for low voltage transformer(s).
- 6.6.2. Where applicable, Landlord shall also provide a set of contacts at the fire alarm panel for use by the Tenant's security equipment vendor. Should any discrepancies arise between the Landlord and the Tenant, the Landlord shall coordinate a joint review with the Tenant and the authority having jurisdiction for final determination(s).
- 6.6.3. Electric Strike Function, e.g., fail-safe or secure, Landlord shall be responsible to supply strike function as required by applicable codes and/or local authority having jurisdiction, and review requirements with the Tenant.
- 6.7. **Door Types:** All interior and exterior doors shall be 3'-0" X 7'-0".
 - 6.7.1. Interior Doors: Solid core wood door blanks for all interior doors. (Birch, min. 3 coats natural finish).
 - 6.7.2. Exterior doors: Hollow metal doors @ 18 gauge; full flush styrene core insulated doors at all exterior doors.
- 6.8. **Door Closer Devices:** Shall be installed as required by the applicable building and/or Life Safety Codes. In addition to the foregoing, provide closer devices in the areas noted in "Specialty Areas" herein. A maximum push/pull effort of 5 lpf is required at all interior doors.
- 6.9. **Push Plate Activated Automated Doors:** Automated ADA conforming exterior and vestibule door to be provided and installed at Tenant's Public Entrance. Landlord's provision to include the following:
 - 6.9.1. **Door Opener:** Provide and install ANSI/BHMA A156.10 and code compliant swing door operator activated by pushbutton switches at Public Entrance of the Premises. Switches are required for both the ingress and egress operations. If an air lock or foyer condition is present, then both door assemblies, i.e. interior and exterior assemblies shall be equipped with door operators. In such cases, the Tenant shall define if the door operators shall be integrated via a relay or require separate switching
 - 6.9.2. Opener to provide slow opening, low-powered, automatic doors, one each at exterior and vestibule. Door shall not open to back check faster than 3 seconds and shall require no more than 15 lb to stop door movement.
 - 6.9.3. Interior strike for accessible doors shall be mounted no higher than 48 inches above the finished floor.
 - 6.9.4. Exterior strike "push plates" plates for the accessible door passages shall be field located, either mounted on the wall approximately 18" from the latch side of the door at 48 inches above the ground or installed at 48" high on a stanchion located within three (3) feet from the door entrance. The strike plates shall be clearly marked with the universal symbol of accessibility (wheelchair), blue background with white symbol.
 - 6.9.5. The sweep period shall be adjusted so that from an open position of 70 degrees, the door will take at least 3 seconds to move to a point 3 inches from the latch, measured to the leading edge of the door.
 - 6.9.6. Provide and install all required electrical Conduit and connectivity necessary for fully operational doors.
- 6.10. **Door Frames:**
 - 6.10.1. Exterior Doors: Welded metal frame @ 16 gauge
 - 6.10.2. Interior Doors w/ Electric Strikes: Welded metal frame @ 16 gauge
 - 6.10.3. Interior Doors: Knock-down metal frame @ 18 gauge
 - 6.10.4. Exterior and Security Doors: All exterior doors shall be equipped with:
 - 6.10.4.1. Panic Hardware: Recommended manufacturer: *Von Duprin*. Mortise lock devices are preferred over rim set types. Note – may not be required on all security doors.
 - 6.10.4.2. Door Assembly: Metal door with full flush styrene core insulation and welded frame, including narrow light vision panel (approx. 4" X 25) with security wire mesh.
 - 6.10.4.3. Lockset: Storeroom type.
 - 6.10.4.4. Hydraulic overhead door closer device.
 - 6.10.4.5. Electric Door Strikes: To be provided at all exterior doors. <<controlled access points>>
- 6.11. **Door Hardware:** Recommended manufacturer: Corbin/Russwin or Schlage-series D (heavy duty commercial grade 1):
 - 6.11.1. Exterior and Security Door Hardware: Shall be keyed cylindrical lever locksets for heavy duty commercial use, rated for commercial grade 1 application
 - 6.11.2. Interior Door Hardware: Shall be either passage latchsets or keyed cylindrical lever locksets (as determined by the final door & hardware schedule) for standard commercial use, rated for commercial grade 2 application.
- 6.12. **Hardware Standards:**
 - 6.12.1. Keyway: L-4.

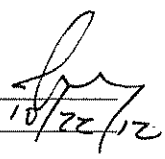
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- 6.12.2. Interchangeable Cores: All exterior and interior Tenant separation doors and the Data/Communications Room shall be provided with interchangeable cores.
- 6.12.3. Trim Design: Newport
- 6.12.4. Type: Lever (NSD) - Cast brass.
- 6.12.5. Finish: To match existing hardware finish, or as otherwise requested by the Tenant.
- 6.12.6. Replacement Keyway Cylinders: (if applicable) Recommended hardware shall be *Corbin/Russwin*. See Section 3.13 above.
- 6.12.7. Keyway Standard: L-4.
- 6.12.8. Replacement cylinders: Original factory equipment cylinders only.
- 6.12.9. Finish: To match existing hardware finish, or as otherwise requested by the Tenant.
- 6.13. **Keying:** Up to four levels of keying are required (i.e.: great grand master (Landlord's Project Key) grand master (Tenant's Key), sub-masters and change keys. The Tenant will coordinate its keying requirements with the Landlord.
- 6.13.1. Stamping Requirement: Each key shall be stamped: a) by level and sequentially numbered; b) "do not duplicate."
- 6.13.2. Key Blanks: All key blanks shall be original equipment manufacturer (OEM) products.
- 6.13.3. Great Grand Master: As defined by Landlord
- 6.13.4. Grand Master: Provide five (5) keys.
- 6.13.5. Sub Masters: Provide five (5) keys per submaster.
- 6.13.6. Change Keys: Provide two (2) keys per cylinder
- 6.13.7. In addition to the above keys, provide 10 blanks of each key section used.
- 6.13.8. Key Control System: Provide a key control system including labels, tags with self locking clips, 3-way visible card index, temporary markers, permanent markers, and standard metal key cabinet, all as recommended by system manufacturer, with capacity for 150 percent of the number of keys provided to the Tenant at occupancy.
- 6.13.9. Provide complete cross index system set up by key control manufacturer, and place keys on markers and hooks in cabinet as determined by final keying schedule.
- 6.13.10. Provide hinged-panel type cabinet for wall mounting.

7. GYPSUM WALLBOARD-STANDARDS AND TYPES:

- 7.1. **Standards:** All gypsum board shall be standard 1/2" material, unless otherwise required by code (i.e.: MR board @ restrooms). All gypsum board joints shall be staggered each layer and each side. All gypsum board shall be fastened via the appropriate type and length of drywall screw. Hollow metal corner bead shall be used on all exposed vertical and horizontal edges.
 - 7.1.1. Metal Studs @ Receptionist Wall: 20 gauge (min.)
 - 7.1.2. Minimum Stud standard at all other full height walls: 2" X 4" wood or 3 5/8" metal studs @ 25 gauge.
 - 7.1.3. Minimum Stud standard at Partial/Low height walls: 2" X 4" wood or 3 5/8" metal studs @ 16 gauge.
 - 7.1.4. At all partitions, install gypsum board full height, embed joint tape in joint compound and apply first, fill (second), and finish (third) coats of joint compound over joints, angles, fastener heads, and accessories. Seal construction at perimeters, openings, and penetrations with a continuous bead of acoustical sealant including a bead at both faces of the partitions.
 - 7.1.5. Frame door openings by attaching vertical studs at jambs with screws either directly to frames or to jamb anchor clips on door frames; install runner track section at head and secure to jamb studs. Install 2 studs at each jamb, extend double-jamb-studs continuous and attach to underside of floor or roof structure above.
- 7.2. **WALL TYPES:** The Landlord shall consult and comply with the authority having jurisdiction for determination of all structural and fire ratings required for any and all gypsum wallboard construction. In addition to conforming with this requirement, provide the following wall types:
 - 7.2.1. Type 1 – Entrances, Demising and Security: Scope of Use: Surrounds at all Exterior Entrances, all Tenant Demising and Interior Security Demising Partitions
 - 7.2.1.1. All gypsum board partitions shall be full height and extend from floor to underside of floor/roof deck above (unless otherwise noted). Extend partition framing full height to floor/roof deck above ceilings. Continue framing above all doors and openings and frame around ducts penetrating partitions above ceiling to provide support for gypsum board. Install framing around structural and other members below floor/roof slabs and decks, as needed, to support gypsum board closers needed to make partitions continuous from floor to underside of solid structure.
 - 7.2.1.2. Full Wall Framing:

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7.2.1.2.1. All gypsum board partitions shall be constructed of one layer of 5/8" fire rated wallboard each side.

7.2.1.2.2. All gypsum board partitions shall be installed with sound attenuation insulation, e.g. 3 1/2" minimum thickness sound attenuation blankets (full height) in the cavity for sound retention.

7.2.2. **Type 2 – Typical:** Scope of use: "typical" interior Gypsum Wallboard Partition unless otherwise noted:

7.2.2.1. All gypsum board partitions shall be full height and extend from floor to a minimum of 1'-0" above finished ceiling. Continue framing above all doors and openings and frame around ducts penetrating partitions above ceiling to provide support for gypsum board. Install framing around structural and other members below floor/roof slabs and decks, as needed, to support gypsum board closers needed to make partitions continuous from floor to underside of solid structure.

7.2.2.1.1. All gypsum board partitions shall be constructed of one layer of 1/2" wallboard each side

7.2.2.1.2. All gypsum board partitions shall be installed with sound attenuation insulation, e.g. 3 1/2" minimum thickness sound attenuation blankets (full height) in the cavity for sound retention.

7.2.3. **Type 3: High Performance Sound Control Partitions,** scope of use: Use at all surrounds for interview rooms, Multi-Purpose Room, staff area rest rooms (note: public rest rooms shall be Type 2), conference rooms, and private offices.

7.2.3.1. All gypsum board partitions shall be full height and extend from floor to underside of floor/roof deck above (unless otherwise noted). Extend partition framing full height to floor/roof deck above ceilings. Continue framing over doors and openings and frame around ducts penetrating partitions above ceiling to provide support for gypsum board. Install framing around structural and other members below floor/roof slabs and decks, as needed, to support gypsum board closers needed to make partitions continuous from floor to underside of solid structure.

7.2.3.2. All "interior of room" gypsum board partitions shall be constructed of one layer of 1/2" wallboard installed on face of stud and overlaid with one layer of 1/2" gypsum wallboard. The opposing side of the effected wall shall be constructed of one layer of 1/2" wallboard minimum or as required by the adjacent room's Gypsum Wallboard – Wall Systems specifications.

7.2.3.3. All gypsum board partitions shall be installed with sound attenuation insulation, e.g. 3" THERMAFIBER SAFB, or equal. Said sound attenuation insulation shall be installed full height and extend from the floor to the underside of the floor/deck.

7.2.4. **Type 4 – Low/Partial Height (65") Interior Partitions:** Provide as surrounds for each "open office" workstation as may be required in Tenant layout.

7.2.4.1. Low height – 65" - gypsum board partitions shall be provided in "open office" area shown in Tenant's plan, these low height wall will be used to provide "cubicles" in lieu of "systems furniture". Framing shall be augmented with 1-1/2" vertical steel rods as required to insure low walls are adequately secured to the floor structure to prevent the "low height" partitions from lateral movement.

7.2.4.2. All low wall gypsum board partitions shall be constructed of one layer of 5/8" wallboard each side

7.2.5. **Type 5 Bullet Resistant Partitions:** scope of use: Provide at all walls between Reception area and Waiting area.

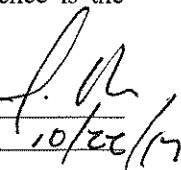
7.2.5.1. All gypsum board partitions shall be full height and extend from floor to underside of floor/roof deck above (unless otherwise noted). Extend partition framing full height to floor/roof deck above ceilings. Continue framing above doors and openings and frame around ducts penetrating partitions above ceiling to provide support for gypsum board. Install framing around structural and other members below floor/roof slabs and decks, as needed, to support gypsum board closers needed to make partitions continuous from floor to underside of solid structure.

7.2.5.2. All "public side" of gypsum board partitions shall be constructed of one layer of required quantity (4' X 8" sheets) bullet resistive fiberglass opaque armor panels to fully sheath wall at public side to a height of 8'- 0" above finish floor. Installation shall be in strict conformance with manufacturer's printed instructions. All joints are to be staggered.

7.2.5.3. Product shall be: *Insulgard - UL Level 3, NIJ Type IIIA- Fibergard fiberglass opaque armor (FG-300)*. No substitutions will be accepted. Overlay armor panels with one layer of 1/2" gypsum wallboard. The opposing side of the effected wall shall be constructed of one layer of 1/2" wallboard minimum or as required by the adjacent room's Gypsum Wallboard – Wall Systems specifications.

8. **FINISHES:** Shop Drawings, Product Data, MSDS, Samples and similar submittals shall be required. The purpose of their submittal is to demonstrate the way by which the Landlord proposes to conform to the design concept expressed in the documents.

8.1. **Carpet:** Unless otherwise noted, all flooring shall be modular carpet tile. The Tenant's preference is the modular carpet tile specified below.

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- 8.2. **Color:** Tenant shall make color selection from manufacture's full range of standard color selections. Tenant shall select no more than three (3) colors which will be installed in a graphic color pattern in the open office areas.
- 8.3. **Recycled materials content:** All carpet submittals shall contain a 25% minimum recycled content and/or is 100% recyclable.
- 8.4. **Samples:** Shop Drawings, Product Data, MSDS, Samples and similar submittals shall be required.
- 8.5. **Indoor Air Quality:** All flooring materials must display the approval certification label of the Carpet and Rug Institute as having passed the *Indoor Air Quality Carpet Testing Program*.
- 8.6. **Installation:** All installation methods and materials must follow the manufactures guidelines.
- 8.7. **Submittals:** All submittals shall meet or exceed all of the following specifications, although a manufacturer is named, alternate manufactures which provide compliance with all other specification shall be considered:

PREFERRED MODULAR CARPET TILE:

Manufacturer	Patcraft Designweave MODULAR
Tile Size	24"x24" nominal
Style	Tweed I0096
Construction	Pattern Loop
Pile Fiber	100% Nylon (w/min 25% recycle content)
Pile Thickness	.124 inch
Gauge	1/10 th
Dye Method	100% Solution Dyed
Tufted Pile Height	3/32" Low 6/32" High
Yarn Weight	20 oz.
Protective Treatment	Soil Protection Anti-microbial
Primary Backing	NonWoven Synthetic
Smoke Density (ASTM E-662)	Less than 450
Static Control	Less than 3.5 Kv
Traffic Class	Heavy
ADA Compliance	Min. Static Coefficient of Friction 0.6 Meet Guidelines - Americans with Disabilities Act
Warranty	Manufacturer Lifetime Warranty for: Wear, Colorfastness to light, edge ravel, and Delamination
CRI Indoor Air Quality Certification:	Must provide valid, registered certification number.
Recommended Manufacturers:	Shaw Contract Group,

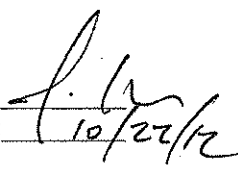
- 8.8. **Vinyl Composition Tile (VCT):** Area of use; supply and install in all rest rooms, janitorial closets, file rooms, storage rooms, the public entrance lobby and maternal care room, the DHHS staff lounge, and data room. Note: Provision of Sheet Vinyl that conforms to the specifications herein is an alternate to VCT.

- 8.8.1. **Colors and installation:** Tenant shall select up to three (3) colors from the manufactures full offering of standard colors. Installation in larger areas, such as the public entrance lobby, shall be in a graphic pattern, the pattern will be determined by the Tenant.

- 8.8.2. **Manufacturer:** Provide products complying with FS-T-312B (1), Type IV, Comp 1.

8.8.2.1. Size: 12" X 12",

8.8.2.2. Nominal Thickness: 1/8 inch

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- 8.8.2.3. Patterns and Colors: Patterns and colors are dispersed uniformly throughout the thickness of the material. Color pigments are insoluble in water and resistant to cleaning agents and light.
- 8.8.3. **Sheet Vinyl Flooring (alternate to VCT):** Areas of use: (alternate to VCT) supply and install in all rest rooms, janitorial closets, file rooms, storage rooms, the public entrance lobby and maternal care room, the DHHS staff lounge, and data room.
- 8.8.3.1. Colors and installation: Tenant shall select up to two (2) colors from the manufactures full offering of standard colors. Installation in larger areas, such as the public entrance lobby, shall utilize graphic border and/or bisecting pattern lines, the pattern will be determined by the Tenant.
- 8.8.3.2. Commercial grade sheet vinyl; Products complying with FS-T-312B (1), Type IV, Comp 1.
- 8.8.3.3. Requirements:
- 8.8.3.3.1. Size: 6' x 66 ft roll
- 8.8.3.3.2. Gauge: .080
- 8.8.4. **Vinyl Cove Base:** 4" high vinyl, standard toe cove type. Manufacturer: *Johnsonite or Mercer*.
- 8.8.4.1. Areas of use: supply and install with all flooring in all areas.
- 8.8.5. **Vinyl Termination Strips:** To match vinyl cove base materials. Manufacturer: *Johnsonite or Mercer*.
- 8.8.5.1. Areas of use: supply and install Termination strips or change of height strips as required in order to mask all exposed flooring edges and intersections.
- 8.8.6. **"Walk Off" mat carpet tile (WMT):**
- 8.8.6.1. Areas of use: For use in public and staff entrance areas, installation shall begin at the exterior entrance doors and extend inward to provide a minimum of twenty (20) feet of "walk-off" in any direction from the entry.
- 8.8.6.2. Materials: Flooring materials shall be commercial grade matting fully compliant with ADA AG 4.5 standards. Provide and install at all entry areas/vestibule areas, product shall meet or exceed the following specifications:
- 8.8.6.3. Recommended Manufacturer: Mats, Inc. or other manufacturers of quality commercial carpet that meet or exceed all of the specifications listed below.
- 8.8.6.4. Style: Carpet Tile Diagonal Tile, 100 percent woven polypropylene, 19-11/16 inches by 19-11/16 inches by 3/8 inches, bitumen backing. Color shall be selected, by the Tenant, from manufacturer's standard colors.
- 8.8.7. **PAINTING:**
- 8.8.7.1. Colors: Allow up to three colors for walls and two colors for doors, frames and trim, colors shall be selected by Tenant from manufacturer's full range of standard offerings.
- 8.8.7.2. All areas - A minimum of one coat of primer and two coats of finish paint, or as required to achieve an acceptable finish to the Tenant.
- 8.8.7.3. Finish at Walls: Paint shall be (scrubbable) interior eggshell latex unless otherwise noted (see "restrooms and staff lounge below).
- 8.8.7.4. Finish at Doors, Frames and Casings: Paint shall be *semi-gloss* (scrubbable) acrylic latex.
- 8.8.7.5. Restrooms and Staff Lounge: Wall paint shall be *semi-gloss* (scrubbable) interior latex.
9. **MILLWORK** Cabinet and counter Shop Drawings, Product Data, Samples and similar submittals shall be required. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Tenant the way by which the Landlord proposes to conform to the information given and the design intent expressed herein.
- 9.1. Comply with AWI Section 400 for countertops.
- 9.2. Provide shop drawing(s) of all millwork for review and approval by Tenant. Provide large format drawings and details depicting all countertops, cabinets, detailing core construction, locations, support brackets, installation heights and anchoring. Provide laminate samples for color, pattern and finish selections.
- 9.3. Laminates: Manufacturer: *Wilsonart and/or Formica*.
- 9.4. Color/Textures of all millwork finishes to be selected by Tenant. Provide laminate samples for color, pattern selection.
- 9.5. Counter Tops: custom grade, square edge, high-pressure laminate (standard matte finish).
- 9.6. Cord Management System: All counters (with exception of lounge area) shall be provided with cord management grommets, with a minimum inside diameter of 2". Installation locations, quantities and type of grommet to be field determined by Tenant.
- 9.7. **Millwork at Reception Area:** Layout to be as shown on plan, to include the following:
- 9.7.1. Work Counter: Install approximately 25 – 30 lineal feet of standard width (25" depth), custom grade, high-pressure laminate countertop with matching, field applied 4" backsplash. Counter shall be secured directly to wall(s). Mounting heights of the work surface shall be 29 1/2" – 30" from finished floor.

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Contractor shall also field coordinate and install blocking for mouse and keyboard installations (by others).

9.7.1.1. Anticipate installation of a minimum of eight (8) cord management grommets in this work counter – location of grommets to be determined by the Tenant.

9.8. **Millwork at Interview Rooms :** Provide work counters conforming with the following at all Interview Rooms.

9.8.1. Landlord to provide and install one plastic laminate, square edged work counter at each interview room, the counters shall be custom grade, high-pressure laminate. Counter shall be secured directly to wall(s), 30" in depth and shall run the full width of the room (approx. 9'-0"), including a modesty panel, which shall extend to 8" above finished floor. The workcounter shall be permanently affixed to the partition walls, at a worksurface height of 29 1/2" from finished floor,

9.8.2. Landlord shall also field coordinate and install blocking for mouse and keyboard installations (by others).

9.8.2.1. Cord Management System: All laminates shall be provided with two (2) cord management grommets, with a minimum inside diameter of 2". Location and type to be field determined by Tenant.

9.8.2.2. See Tenant layout for quantity and placement of work counters

9.8.2.3. See also "Specialty Areas/Interview Rooms"

9.9. **Millwork at File Room:** Provide and install Work Counter of approximately 8 lineal feet of standard width (25" depth), custom grade, high-pressure laminate countertop with matching, field applied 4" backsplash. Counter shall be secured directly to wall(s). Mounting heights of the work surface shall be 29 1/2" – 30" from finished floor, or as otherwise specified by building codes or ADA requirements. Landlord shall also field coordinate and install blocking for mouse and keyboard installations (by others).

9.9.1. Three cord management grommets shall be provided – locations to be identified by Tenant.

9.10. **Millwork at Staff Lounge:** Provide and install approximately 9 lineal feet of commercial grade base and approximately 12 1/2 lineal feet of wall cabinets with custom grade, high pressure (25" depth) laminate countertop with matching, field applied 4" backsplash, placement of counter shall be as shown on Tenant Layout. Provide commercial grade base cabinets below counter and commercial grade wall cabinets above; provide custom grade, high pressure (25" depth) plastic laminate countertop with matching, field applied 4" backsplash. Cabinets shall have high pressure plastic laminate surface on the exterior/exposed surfaces, with low pressure laminate only an acceptable backing material.

9.10.1. Manufacturer: Cabinet manufacturers: Merrilatt or Shrock. Model: to be selected by Tenant from manufacturer's standard product line.

9.10.2. Counter heights: provide at standard height except for the section housing the sink, the height of this section (which shall be at least 36" wide) shall be dropped to 34" high and provide at least 29" knee space below for conforming wheelchair accessibility. No cabinets to be provided below the dropped height section, the exposed pipes below shall be insulated or otherwise shielded.

9.10.3. Electrical: Provide minimum quantity three (3) electrical outlets (and sufficient circuitry) located at counter height to provide for safe, efficient operation of Tenant's microwave, toaster oven, coffee maker,

9.10.3.1. Provide outlet and space for Tenant's full size (min. 20 c.f.) refrigerator.

9.10.4. Plumbing: provide and install standard double bowl stainless steel sink with lever type faucet with sprayer.

9.10.5. Specialties: Provide and install wall mounted paper towel dispenser and liquid soap dispensers adjacent to sink. Paper towel dispenser shall be operable with one hand; the dispensing height shall be no more than 48" above the floor. The Tork "Intuition II" hand sensor roll towel dispenser and Georgia Pacific "enMotion" automated touchless towel dispenser(s) are preferred.

10. **SIGNAGE:** All of interior and exterior signage shall be provided by Landlord, as per the Tenant's specifications. Provision of signs shall include but not be limited to: exterior building signs; site/parking and directional signs, interior common area signs, interior directory, room numbers, work station numbers and other specific Divisional needs as required by the Tenant.

10.1. **Permanent Signs:** As with all provisions herein Signage type and locations – both exterior and interior- shall be in full compliance with all codes, with particular attention paid to conforming with all applicable ADA provisions including ICC/ANSI A117.1-2003, and the guidelines set forth in ADAAG section 4-30 of the Americans with Disabilities Act, ADA Title III accessibility standards including Grade 2 Braille (*Reference: Federal Register/Vol. 56. No. 144: 4.30.6 Mounting Location and Height*).

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- 10.2. **Typical Interior Signs:** Tenant shall provide a copy of their "Typical Signage" for the Landlord's use and reference in a timely manner in order to facilitate Landlord's procurement of signs.
- 10.3. **Manufacturer:** Please note the State of NH Department of Corrections may be the most cost effective "vendor" for signage
- 10.4. **Sign Type:** Panel and Non-Panel
- 10.5. **Sign Base Material:** Plastic laminate
- 10.6. **Lettering:** Vinyl dye cut or dimensional lettering
- 10.7. **Samples:** provide samples of each component for initial selection of color, pattern and texture as required.
- 10.8. **All interior signs shall have raised letter and Braille inscriptions**
- 10.9. **Letter Style** shall match Landlord's standard font. If there is no "standard" established for the facility, the font shall be "Ariel".
- 10.10. **Character Proportion:** shall comply with ICC/ANSI A117.1-2003 and ADAAG section 4.30.2: Letter and numbers on signs shall have a width to height ratio between 3:5 and 1:1 and a stroke-width-to-height ratio between 1:5 and 1:10.
- 10.11. **Color of sign plate and letters "to be determined".** Color shall be either the Landlord's existing building standard, or if there is no standard, shall be selected by the Tenant. In either case, the color selection shall be in full compliance with ICC/ANSI A117.1-2003 and the guidelines set forth in ADAAG section 4.30.5: *"the characters and background of signs shall be eggshell, matte, or other non-glare finish. Characters and symbols shall contrast with their background – either light characters on a dark background or dark characters on a light background."*
- 10.11.1. **Samples:** provide samples of each component for initial selection of color, pattern and texture as required.
- 10.12. **Sign Installation Location:** Per code requirements; All signs shall be installed on the wall adjacent to the latch side of the door. Where there is no wall space to the latch side of the door, signs shall be placed on the nearest adjacent wall. Mounting height shall be 60" above the finish floor to the centerline of the signs. Mounting locations shall be such that a person may approach within 3" of a sign without encountering protruding objects or standing within the swing of the door. In reception areas, mount signs in compliance with the dimensions given above, utilizing either side of the reception window as the reference point.
- 10.13. **Symbols of Accessibility:** (the wheelchair symbol) all elements (rest rooms for instance) required to be identified as accessible to persons with disabilities shall use the international symbol of accessibility.
- 10.14. **Room numbers and door numbers:** Assignment of such numbers will be provided by Landlord and coordinated with the Tenant during the Landlord's promulgation of construction drawings, Tenant shall require all doors be designated with a door number, and all offices, conference rooms, workstations and special use areas shall be designated with a room number.

11. ELECTRICAL:

- 11.1. **Energy Conservation:** Landlords shall utilize energy conservation equipment throughout the leasehold space. The Tenant will favorably consider energy conservation alternatives for all items within this section, including but not limited to motion sensed light switching.
- 11.2. **Electrical Service:** Shall be adequate for the constant and additional demand loads of all lighting, HVAC, outlets, systems furniture (8 wire connections) specialty equipment and any and all other items; including the capacity to add additional circuitry as required at a later date. Provide duplex electrical outlets in all areas as required by code and the specifications herein. See "Specialty Areas" for further definition of electrical requirements in open office areas.
- 11.3. **Electrical Finishes:** All switch plates and outlet covers shall be white in color unless otherwise requested by the Tenant.
- 11.4. **Electrical Installation Heights:** All switches shall have an installation height of 48" above finished floor. Other sensors shall have an installation height of 56" above finished floor.
- 11.5. **Electrical Distribution:**
- 11.5.1. **Electrical Outlets – Dedicated and Common Circuit Needs:** Staff areas, i.e. workstations and private offices, shall be provided with one 20 amp circuit which is to be assigned to PC use only per each 3 staff persons for PC needs, and at least one additional common circuit for non-PC use. Provide additional circuits as required for provision of power to "hot box" (areas of shared electrical equipment use) and copier locations indicated on plans.

1 To centerline of device.

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- 11.5.2. **Electrical Circuitry and Outlets – at “Open Office Areas”:** See Tenant layouts for workstations in the open office area, also see “Specialty Areas” – Layout for further description of the electrical requirements for this area.
- 11.5.3. **Electrical Outlets - Drywall Private Offices:** Provide one (1) dedicated circuit with one quad outlet and one (1) common circuit with three (3) duplex outlets per office.
 - 11.5.3.1. **Electrical Outlets – Interview Rooms:** Provide one (1) dedicated circuit with one duplex outlet (at each end of the worksurface) and one (1) common circuit with three (3) duplex outlets.
 - 11.5.3.2. **Electrical Outlets - All other areas:** Provide a minimum of two (2) 20 amp duplex outlets per wall, with spacing not to exceed one outlet per 10 lineal feet of wall.
 - 11.5.3.3. **Common Halls:** Allowance of one duplex outlet per wall, with spacing not to exceed one outlet per 15 lineal feet of wall.

12. LIGHTING:

- 12.1. **General Lighting Fixtures** Shall be Troffer Type acrylic prismatic lens, standard 2' X 4' three (3) lamp electronic ballasts, using high efficiency T-8, 4100 degree kelvin lamps. Switching to be provided at all staff private offices and as otherwise determined by the Tenant.
- 12.2. **Interior Lighting - Ballast and Lamps:**
 - 12.2.1. All interior lighting shall be energy conservation
 - 12.2.2. All switching for ALL interior lighting within the General Office Area(s) shall be done fully from the primary Staff Entry or as directed by the Tenant.
 - 12.2.3. **Ballast Type:** High efficiency T-8. Low power T-8 ballasts are preferred within this specification. All ballasts shall provide: < 20% harmonic distortion; crest factor of <1.52 and a power factor >92%
 - 12.2.4. **Lamp Type:** High efficiency T-8 w/ color rendering index of a minimum of 75. 4100 degree K lamps.
 - 12.3. **Interior Lighting - Illumination Standards:** Shall be adequate as to insure safe and uniform quality lighting throughout the building. The illumination standards shall be designed and maintained.
 - 12.3.1. **Interior Areas** 30-40 Foot-candles at 30" from finished floor.
 - 12.3.2. **Common Areas** 5 Foot-candles
 - 12.3.3. **Night Light Circuits:** Shall be provided throughout the common areas of the building and as otherwise defined by the Tenant. The minimum illumination standards at floor level, are set forth as follows:
 - 12.3.3.1. **Common Areas** 5 Foot-candles
 - 12.3.4. **Exterior Lighting:** Shall be adequate to insure safe and uniform quality lighting throughout all parking areas. The minimum illumination standards for all impervious surfaces, are set forth as follows:
 - 12.3.4.1. **Active Areas:** Pedestrian traffic and entryways- 5 Foot-candles
 - 12.3.4.2. **Building Surrounds:** Parking and roadways 3 Foot-candles
 - 12.3.4.3. **Flag pole(s):** Provide two
 - 12.3.4.4. **Means of Egress Lighting:** Shall be provided, e.g. at all corridors, stairs, halls, toilets, outside of all exterior egress doors and stairs, and as otherwise defined and required by and in accordance with all applicable local and/or State codes, including but not limited to NFPA 101 and – ICC/IBC 2000 (International Building Code 2000).
- 12.4. **Emergency Power (generator):**
 - 12.4.1. If the building has generator power, all electrical outlets for Data/Com Room(s) - Communications Room HVAC equipment shall be connected on the emergency power circuit(s), in addition all power supplies for access control, telephone and security systems shall be serviced.
 - 12.4.2. In all cases, generator power is required to be provided for any building that has either sewer injection pumps and or private water supply pumps.
 - 12.5. All electrical panels, switches and outlets shall be labeled at the device. Such labeling shall clearly identify the corresponding electrical circuits. In addition, all circuit breaker panels shall provide a physical description of the area(s) being serviced by the specific circuit breaker.

13. COMMUNICATIONS REQUIREMENT:

- 13.1. **Electrical and Data Coordination:** Electrical engineer must reference within the electrical specification the Tenant's data communication requirements as defined by TIA/EIA 568B category 6 data cabling specifications and certification requirements as it relates to the project's coordination of the effected trades.
- 13.2. **Telephone and Data Circuits:** The Landlord shall be responsible to provide all telephone and data connectivity needs as defined and required by the Tenants. All such services shall be terminated, including premise cabling, within the Tenant's designated Data/Communications Room(s), including but not limited to: digital data services and ISDN. Telephone riser cable must be installed from the building's DEMARC into the Tenant's Data/Communications Rooms. Telephone riser cable must provide 30% expansion from Tenant's current needs.

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13.3. Landlord shall be responsible for the supply and installation of one (1) 4" telephone conduit(s) with pull strings (with non-metallic 90-degree sweeps and pull boxes as required) from their building's telephone d-mark entrance to each Tenant's Communications Room(s).

13.4. Landlord shall be responsible for the supply and installation of one (1) 4" data conduit(s) with pull strings (with non-metallic 90 degree sweeps and pull boxes as required) from their building's telephone d-mark entrance to each Tenant's Communications Room(s).

13.5. **Telephone and Data Station Cabling:** Landlord shall be responsible to provide all telephone and data connectivity needs as defined and required by Tenant. All such services shall be terminated, including premise cabling, within the (Data/Com) Communications Rooms, including but not limited to: digital data services and ISDN.

13.6. **CAT 6 data station cabling:** Landlord shall provide and install all CAT 6 data station cabling, said cabling shall originate in the Communications Rooms. In addition, Landlord shall provide and install all required CAT 6 - 48 port patch panels with rear cable management bars, integrated vertical power strips/poles and two (2) seven 7'-0" relay rack(s) with vertical cable channels. Unit shall be constructed of aluminum and accept 19" rack mount with a 15" base depth (front to back) and be provided with two angle support braces for stability. Data cabling shall be terminated on station end and patch panel ends via RJ-45 jacks. Four position exit faceplates - CAT 6 modules are to be provided at all work station and drywall locations. The color of the cable and jacks shall be "Blue". Approximately 275 data jacks are anticipated throughout the leasehold space. Final station cabling needs will be determined by construction document drawings. Most of these jack locations shall be shared with telephone station cabling. Typical jack location shall contain two (2) RJ45 data jacks unless noted herein or on the Tenant Plan. All cabling shall be properly installed horizontally and vertically by industry standard means and method, including but not limited to cable trays, "J" hooks and grommets.

13.6.1. **Conduit Runs** (reference source BICSI TDM Manual):

13.6.1.1. All runs are to be the most direct route possible (usually parallel to building lines) preferably with no more than two 90-degree bends between pull points.

13.6.1.2. Contain no 90-degree conduits (also know as an LB).

13.6.1.3. Contain no continuous sections longer than 30 m (98 ft.) For runs that total more than 30 m (98 ft.) in length, insert pull points or pull boxes so that no segment between points or pull boxes exceeds the 30 m limit.

13.6.1.4. Nonmetallic sweeps are to be utilized - 90-degree elbows are not acceptable.

13.6.1.4.1. **Identification and Labeling:** All telecommunications cables and terminals shall be clearly and permanently labeled in accordance with the (Tenant's) Owner's standard labeling system.

13.7. **Testing and Acceptance:** All cables and termination hardware shall be 100% tested for defects in installation and to verify cabling system performance under installed conditions according to the requirements of ANSI/TIA/EIA-568-A Addendum 5, TSB-67 and TSB-95. All pairs of each installed cable shall be verified prior to system acceptance. Any defect in the cabling system installation including but not limited to cable, connectors, feed through couplers, patch panels, and connector blocks shall be repaired or replaced in order to ensure 100% useable conductors in all cables installed. Such testing results shall be provided to the Tenant in electronic form.

14. SECURITY ALARMS, CCTV AND ACCESS CONTROL SYSTEMS:

14.1. **Systems:** Provided by Tenant.

14.2. **Conduit:** Provided by Landlord.

14.3. **Integration:** Landlord responsible to provide and assist with any and all required integration with fire alarm or fire protection systems and/or detection. Such integration and connections shall only be done after review and approval of the local fire department or other such authority having jurisdiction.

15. FIRE SUPPRESSION SYSTEMS:

15.1. The presence thereof or lack thereof shall be determined by any and all local, State and prevailing building codes, including but not limited to NFPA-101. The cost of any changes, modification or additions will be the sole responsibility of the Owner and/or Landlord. All required permits, fees, testing and approvals shall be borne by the Owner and/or Landlord.

15.2. The costs of any changes, modifications or additions to the existing fire suppression system shall be the solely at the Landlords expense and responsibility.

15.3. **Fire Suppression:** If a fire suppression system is provided, 220 degree heads shall be installed at Data/Com Communications Rooms.

15.4. Landlord to provide connectivity to this system for Tenant's alarm system(s).

15.5. **Fire Extinguishers:** To be provided, maintained and inspected by Landlord as required by inspection and reporting requirements set forth in Lease Agreement.

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16. FIRE ALARM SYSTEM:

- 16.1. The presence thereof or lack thereof shall be determined by any and all local, State and prevailing building codes, including but not limited to NFPA-101. The cost of any changes, modification or additions will be the sole responsibility of the Owner and/or Landlord. All required permits, fees, testing and approvals shall be borne by the Owner and/or Landlord.
- 16.2. The costs of any changes, modifications or additional to the existing fire alarm system shall be solely at the Landlord's expense and responsibility.
- 16.3. Landlord to provide connectivity via dry contact or other means to building's fire alarm control panel for any and all security and access system needs.

17. HVAC and VENTILATION:

- 17.1. Constant velocity, ducted return HVAC systems are required. Ducted returns are preferred over plenum returns.
- 17.2. DHHS Special Requirement: Provide minimum of one VAV (variable air volume) box and thermostatic control per two Interview Rooms. Actual location of thermostatic control(s) shall be reviewed with the Tenant.
- 17.3. HVAC - Reference the State of NH Standard Lease Agreement, EXHIBIT D, Part II for required compliance with State of New Hampshire RSA 10-B "Clean Indoor Air in State Buildings". The requirements of RSA 10-B are as defined by the "Department of Environmental Services" administrative rules Chapter Env-A 2200.
- 17.4. HVAC System - Balancing Report: Landlord shall warrant to the Tenant that the complete HVAC system(s) and all appurtenances, do and will adequately and uniformly service the entire lease space and are in full compliance with current industry standards. Prior to the Tenant's occupancy, the Landlord shall provide the Tenant with said report. Said report shall be deemed as part of the lease/contract document.
- 17.5. HVAC Systems - Thermal Comfort: HVAC systems shall be designed to provide the minimum standards as set forth by ASHRAE 55-1992 - *Thermal Comfort Considerations*.

18. PARKING AND SITE: Minimum of 58 parking spaces total must be provided; reserved for the Tenant's exclusive use. Provision of parking shall be without additional charge, included in the proposed annual rent. All parking spaces shall be asphalt-paved and shall also meet or exceed the required numbers as required by the local building code.

- 18.1. A minimum of 26 of the parking spaces shall be "on-site" located adjacent to the proposed facility, providing both "visitor" and architecturally barrier-free parking spaces.

- 18.1.1. "Van" and "Walking Disability" Accessible parking spaces: include in the 26 required "visitor" spaces, the required number of "Accessible" parking spaces, including provision of at least one "Van" accessible parking space

- 18.2. The balance of 32 parking spaces shall be reserved for the Tenant's "staff", these spaces may be provided "off site" but must not be "on street" spaces, and must be within 800 feet of the proposed building's entrance.

- 18.2.1. Staff "Van" and "Walking Disability" Accessible parking spaces: provide a minimum of five (5) additional accessible parking spaces within the area designated for Staff parking. These "accessible" spaces shall be included in the overall "count" of 32 staff parking spaces. These spaces shall be in addition to the quantity of accessible spaces required by ICC/ANSI A117.1.-2003 and ADAAG.

- 18.3. Full compliance all codes and ordinances, particularly with those providing Barrier-Free Design will be the responsibility of the Landlord, including but not limited to: curb cuts, lighting, signage, designation and ramping. Conformance with the following is required by said codes and ordinances, which are partially re-iterated in the following for the convenience and reference of the Landlord.

- 18.3.1. Exterior Parking Signs: The Landlord shall provide proper designation signage at each "Accessible" parking space and access aisle. Each sign shall be supplied and installed on a metal post, mounted with the bottom edge of the sign at 60" above the ground. Each sign shall be bright blue, and bear the universal symbol of accessibility. Van Accessible spaces shall bear the additional designation of "Van Accessible". Each "access aisle" shall be clearly reserved with signs reading "no parking zone" and the asphalt paving within these aisles shall be painted with yellow diagonal lines.

- 18.3.2. One in every six accessible parking spaces shall be configured for and designated as "Van Accessible" space. A minimum of one van accessible space shall be provided in all cases. Each of the eight (8) foot wide van spaces shall conform to ICC/ANSI A117.1.-2003 and ADAAG.

19. SPECIALTY AREAS:

- 19.1. OPEN OFFICE AREA: Systems Furniture provided by Tenant:

- 19.1.1. Space Requirements: Provide open office areas as shown on attached plan " to accommodate Tenant's modular furniture panel systems workstations, each measuring approximately 6'-0" X 8'-0" (interior). Design shall provide for common file areas and shared electrical equipment space (referred to herein as

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Hot Boxes) at the end run of appropriate system furniture installations. Modular furniture panels, work surfaces, power and data management poles shall be provided by the Tenant.

19.1.1.1. **"Hot Boxes"**: for the purpose of this document a "Hot Box" is a counter or work area designated for shared equipment requiring electrical and data connectivity. Provide for "Hot Box" common file and equipment space (such as shared printers and copiers) at the end run of certain system furniture workstations. Size of the area shall be approximately 2'-6" deep with the width being equal to the adjoining workstations. These "Hot box" areas are incorporated into the modular furniture panel system's space, care must be taken however to adequately provide electrical circuitry and connectivity to address the additional demands of these shared requirement areas.

19.1.1.2. **Electrical Requirements**: Landlord shall be required to include provisions for and connection of all electrical circuitry and junction boxes (ceiling and/or wall mounted) required for proper utilization of the systems furniture panel's electrified raceway. Typical systems furniture electrical harness configuration is three circuits consisting of 4 - hot; 2 - neutrals and 2 - grounds. Weather-tight or similar protection shall be required between junction box and connection to power pole or systems raceway "whips". System furniture standard connectivity power whip does not exceed 6'. As an estimate of required circuitry, provide one circuit per three workstations.

19.1.1.3. **Telephone & Data Requirements**: Landlord shall be required to include installation of Cat 6 telephone and data station cabling throughout the space, including provisions for routing of all data/telecommunications from the data room to each office and workstations as identified by the Tenant. Provide open wire cable trays in primary areas supplemented by "J" hooks as needed for routing of telecommunications in all open office areas. Telecommunications cabling shall be "home runs" (with no breaks) from each jack to the data room.

19.1.1.4. **Provision of Furniture Panel connectivity**: Landlord to be responsible for the hard-wire hook-up of power and data/telecommunications to all Tenant workstations to either the ceiling or wall mounted electrical junction boxes, installation responsibility shall also include the securing and anchoring of all communications and electrical poles.

19.2. **EXTERIOR ENTRANCES**: All exterior entrances shall be designed as to provide an interior vestibule (air lock). Said vestibule (air lock) shall be environmentally conditioned as to provide appropriate thermal comfort and shall be designed as to have negative pressure. In addition, all vestibules (air locks) shall be designed and constructed barrier free.

19.2.1. **Door Assembly**: Aluminum and Glass storefront

19.2.2. See also Doors and Hardware, requirement for automated push plate access at Public Entry Door

19.2.3. See also ELECTRICAL - Night Light Circuits - The facility's main lighting controls shall be located adjacent to the primary staff entry.

19.2.4. See also FINISHES - VCT or (alternate) Sheet Vinyl and WMCT

19.3. **RESTROOMS**: Layout shall be as shown on Tenant's plans, to include the following:

19.3.1. **Door Assembly**: solid core wood door and hollow metal frame with push plate/pull bar with hydraulic overhead door closer device.

19.3.2. **Toilet Partitions**: Supply and install. Materials: powder-coated steel, plastic laminate or solid polymer plastic partitions; toilet partitions shall be floor or floor to ceiling mounted; ADA compatible.

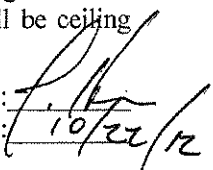
19.3.3. **Design, configuration and fixture counts**: Shall be in full compliance with all local, State and prevailing building codes as specified herein. Particular care shall be shown to the proper installation placement and height of: water closets, sinks, handrails, mirrors, partitions and privacy screens.

19.3.4. **Dispensers and receptacles**: To be supplied and installed by Landlord. Including but not limited to: toilet paper, toilet seat protectors, paper towel dispensers, coin-operated feminine hygiene products dispensers and feminine products waste receptacles and recessed or semi recessed trash receptacles - see "standards and specialties" for trash receptacle specifications.

19.3.5. **Paper Towel Dispensers**: Shall be operable with the closed fist of one hand. The "Tork" hand sensor roll towel dispenser and Georgia Pacific "enMotion" automated touchless towel dispenser are preferred. Provide a minimum of one unit, or one unit per every two sink fixtures.

19.3.6. **Baby Changing Station**: To be provided in all public restrooms. Units shall conform with specification herein - see Standards and Specialties

19.3.7. **Ventilation**: Minimum design criterion for establishing the exhaust fan size (in CFM): the greater of - total cubic feet of room divided by 4 or 4 air exchanges per hour. The intake register shall be ceiling

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mounted and be ducted to the exterior of the building. Continuous operation or operation via lighting switching for this room shall (automatically) operate the fan.

19.4. JANITORIAL ROOM: Shall include the following

- 19.4.1. **Door Assembly:** solid core wood door and hollow metal frame with standard hardware (type: storeroom).
- 19.4.2. **Sink:** A floor-type sink, such as *Floestone, Models 90/91/92 Drop Front, Terrazzo Mop Receptors*, with faucet assembly.
- 19.4.3. **Shelving:** Provide a minimum of 125 lineal feet of pre-manufactured shelving, such as *Space Maker* (vinyl coated wire construction). Installation to be field located by Tenant.

19.5. PUBLIC LOBBY & CLIENT WAITING AREA: Layout to be as shown on Tenant's plan, to include the following:


- 19.5.1. Chair Rail: To be installed on all walls, as defined in "Millwork" herein.
- 19.5.2. Telephone - Public: *To be provided by the Tenant.*
- 19.5.3. Transaction Counter: Install approximately 10 lineal feet (1 @ 3 lf, 1 @ 7 lf) of custom grade, high pressure (25" depth) laminate countertop with matching, field applied 4" backsplash. Counter shall be secured directly to wall(s). Mounting heights shall be 32" and 41" respectively from finished floor.
- 19.5.4. Bii/Telephone Center: Install 60" (two at 30") custom grade, high pressure (25" depth) laminate countertop with matching, field applied 4" backsplash. Counter shall be secured directly to wall(s) w/three (3) 12" vertical privacy dividers. Mounting height of counter shall be 41" from finished floor.
- 19.5.5. Drinking Fountains: provide as specified in "Standards and Specialties" herein.
- 19.5.6. Door Assembly: Public Entry Doors (to lobby): Where allowed by code, a single door w/ fixed sidelight is preferred. Minimum width of such door(s) shall be 3'-6".
 - 19.5.6.1. Provide and install ANSI/BHMA A156.10 and code compliant "push plate" operated doors as defined herein in Section 6 "Doors, Door assemblies and Hardware".

19.6. Public Lobby Multi-Media Stations:

- 19.6.1. Provide power, data cabling at the lobby area identified on plan to accommodate the Tenant's need for a minimum of two (2) client multimedia stations, to include provisions for printers and copier.
 - 19.6.1.1. See "Millwork/Public Lobby Multi-Media Stations" for specifications

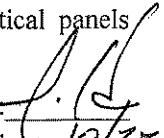
19.7. RECEPTIONIST AREA: Layout to be as shown on plan, to include the following:

- 19.7.1. Work Counter: See "Millwork/Reception Area" for specifications, millwork requirements in this area are detailed, and include provision of bullet resistant windows and walls.
- 19.7.2. Type 5 walls (bullet resistant) at surrounds.
- 19.7.3. Door Assemblies:
 - 19.7.3.1. From Lobby: Solid core wood veneer door and hollow metal frame with standard hardware (type: storage lockset) with hydraulic overhead door closer device.
 - 19.7.3.2. From Secure Area(s): Solid core wood veneer door and hollow metal frame with standard hardware (type: classroom lockset).
- 19.7.4. Sound Control Panels: Provide a minimum quantity of ten (10) surface mounted acoustical panels conforming to the specifications in "Standard and Specialties" herein.
- 19.7.5. Bullet Resistant Transaction Windows: UL Listed Level 3 bullet resistant transaction windows. Frames shall be stainless steel and of a protection level equal to or greater than the glazing.
 - 19.7.5.1. Provide two (2) - 48" w X 42" h transaction windows with 2" thick shelf and recessed dip tray and with natural voice transmission.
 - 19.7.5.1.1. Shelf shall be full width of window, minimum of 12" deep centered under the glazing and covered with black high- pressure laminate.
 - 19.7.5.1.2. Dip tray shall be 10" x 16" fabricated of 16 ga. stainless steel, #3 finish with a clear opening of 1-5/8" under the glazing.
 - 19.7.5.1.3. Provide one (1) - 60" w x 42" h sliding transaction window with 2" thick shelf.
 - 19.7.5.1.3.1. Shelf shall be full width of window, minimum of 12" deep centered under the glazing and covered with black high- pressure laminate. No Dip tray.
 - 19.7.5.1.3.2. The transaction shelf should be installed at a height of 35 3/4" from the finished floor. Tenant wishes to field verify installation prior to the installation of drywall.

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- 19.7.5.2. Acceptable manufacturer's representative of the type and quality required: Insulgard SV and/or Armortex.
- 19.7.6. Door Release Button Console: Provide and install door release button console at reception counter for remote release of electric strike doors within client lobby, including but not limited to: Interview Room corridor, Fair Hearings/Multi-Purpose Room, Reception (to Lobby) and Client Conference/Training Room. Provide home run from release console to the Tenenat's Access Control Panel in the Data Room - coordinate with the Tenant's Access Control Contractor.
- 19.7.7. Security Alarm: See Alarm section. Provided by others.
- 19.7.8. Alarm Panel and Console Station: Provided by the Alarm contractor. Landlord shall coordinate, with the Tenant's Access Control Contractor, the provision of dry contacts at the FACP as required for release of any egress strikes upon activation of the Fire Alarm.
- 19.7.9. Security Window Intercom System: Provided by Tenant. Installation by Landlord.
- 19.8. **FILE ROOM:** Layout as shown on plan, to include the following:
- 19.8.1. Door Assembly: Solid core wood veneer door and hollow metal frame with standard hardware (type: classroom).
- 19.8.2. Electrical and tele/com - Provide a minimum of two data jacks and one quad outlet at the File Room workcounter.
- 19.8.2.1. See "Millwork/File Room" for Work Counter specifications to be provided in this area.
- 19.9. **INTERVIEW ROOMS:** Layout to be as shown on plan, to include the following:
- 19.9.1. Type 3 "High Performance sound control" walls at all surrounds.
- 19.9.1.1. See "Millwork Interview Room work counters" for millwork requirements - provision of a work counter at each interview room.
- 19.9.2. Electrical and tele/com - Provide minimum of four data jacks - two at each end of Interview Room counter, installed on the staff side of the counter
- 19.9.3. Door Assemblies:
- 19.9.3.1. Client door assembly to Client Corridor: Solid core wood veneer door and hollow metal frame with narrow light vision panel (approx. 4" X 25"), with standard hardware (type: storeroom lockset) with hydraulic overhead door closer device and electric strike. <<remote released at reception>>
- 19.9.3.2. Client door assembly: Solid core wood veneer door and hollow metal frame with narrow light vision panel (approx. 4" X 25"), with standard hardware (type: passage lockset)
- 19.9.3.3. Staff door assembly: Solid core wood veneer door and hollow metal frame with narrow light vision panel (approx. 4" X 25"), with standard hardware (type: storeroom lockset - rev. install) with hydraulic overhead door closer device and electric strike. <<controlled access point>>
- 19.9.4. Electrical & HVAC Loads: Design capacities to support a PC, monitor and printer in each interview room. Power for PCs and printers, telephone and data
- 19.9.5. Security Alarm: See Alarm section. Provided by Tenant.
- 19.10. **FAIR HEARING/MULTI-PURPOSE ROOM:** - Layout as shown on plan, to include the following:
- 19.10.1. Type 3 "High Performance sound control" walls at all surrounds.
- 19.10.2. Electrical and tele/com: Provide a total of four data jacks. Also make provisions for the Tenenat's future video conferencing needs with the installation of duplex outlet, data jack and a blank junction box at 66" AFF, with 3/4" emt (and pull string) to above the suspended ceiling. Provide duplex outlet within 18 inches of of data jack.
- 19.10.3. Door Assemblies:
- 19.10.3.1. Client: Solid core wood veneer door and hollow metal frame with narrow light vision panel with one way reflective coating (approx. 4" X 25"), with standard hardware (type: storeroom lockset) with hydraulic overhead door closer device and electric strike. <<remote released at reception>>
- 19.10.3.2. Staff: Solid core wood veneer door and hollow metal frame with narrow light vision panel (approx. 4" X 25"), with standard hardware (type: storeroom lockset - rev. install) with hydraulic overhead door closer device and electric strike. <<controlled access point>>
- 19.10.4. Sound Control Panels: Provide a minimum quantity of eight (8) surface mounted acoustical panels conforming to the specifications in "Standard and Specialties" herein.

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19.10.5. Security Alarm: See Alarm section. *Provided by Tenant.*

19.11. PRIVATE OFFICES:

19.11.1. Electrical and tele/com: Provide minimum of four data jacks per office at two locations. Power outlets shall be within 18 inches of data jacks.

19.11.2. Door Assembly: **Reference paragraph 6**

19.12. **STAFF TELE-WORK ROOM/AREA:** Layout to be as shown on Tenants plan, include the following:

19.13. Electrical: Provide a minimum of one duplex electrical outlet for each of the Tenant's proposed tele-work stations (anticipate 8 workstations).

19.13.1. Install electrical outlets and data/telecom outlets in this room at approximately 34" high, assuring easy accessibility above the worksurface height.

19.14. **STAFF LOUNGE:** Layout to be as shown on Tenants plan, include the following:

19.14.1. Millwork: provide and install as specified in "Millwork/Staff Lounge" herein.

19.14.2. Type 3 "High Performance sound control" walls at all surrounds.

19.14.3. Door Assembly: (See section 6).

19.14.4. Sound Control: Provide a minimum quantity of six (6) surface mounted acoustical panels conforming to the specifications in "Standard and Specialties" herein.

19.14.5. Appliances: Tenant shall supply all appliances,

19.14.6. Drinking Fountain: see "standards and specialties" herein.

19.14.7. Specialties: Paper goods dispenser and soap dispensers to be supplied and maintained by the Landlord. Including but not limited to: paper towel dispenser which are operable with one hand and a wall mounted liquid hand soap dispenser.

19.14.8. Ventilation: Design criterion for establishing the exhaust fan size (in CFM): the greater of - total cubic feet of room divided by 4 or 4 air exchanges per hour. The intake register shall be ceiling mounted and be ducted to the exterior of the building. Continuous operation or operation via lighting switching for this room shall (automatically) operate the fan.

19.15. **CLIENT CONFERENCE/TRAINING ROOM:** Layout to be as shown on Tenant plan. This room shall be Accessible from both the "public" and "staff" zones, measuring approximately 290 square feet. Include the following:

19.15.1. Type 3 "High Performance sound control" walls at all surrounds.

19.15.2. Door Assembly:

19.15.2.1. Client: Solid core wood veneer door and hollow metal frame, with standard hardware (type: storeroom lockset) with hydraulic overhead door closer device and electric strike. <<remote released at reception>>

19.15.2.2. Staff: Solid core wood veneer door and hollow metal frame with narrow light vision panel (approx. 4" X 25"), with standard hardware (type: storeroom lockset - rev. install) with hydraulic overhead door closer device and electric strike. <<controlled access point>>


19.15.3. Sound Control Panels: Provide a minimum quantity of eight (8) surface mounted acoustical panels conforming to the specifications in "Standard and Specialties" herein.

19.15.4. Security Alarm: See Alarm section. *Provided by Tenant.*

19.15.5. Sound Control: Provide a minimum quantity of six (6) surface mounted acoustical panels conforming to the specifications in "Standard and Specialties" herein.

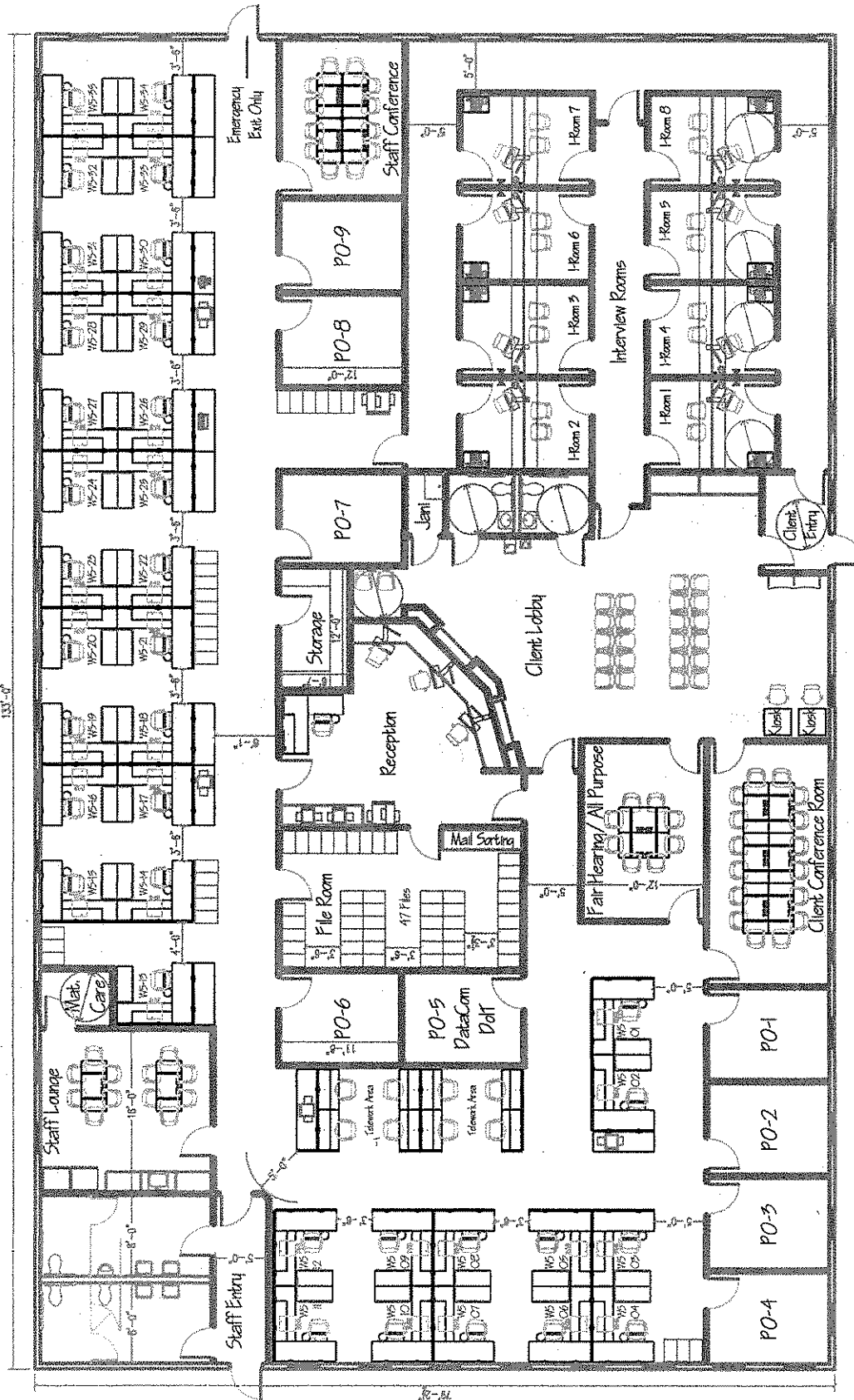
19.16. **SUPPLY and STORAGE ROOM:** Supply and Storage Room(s) Layouts to be as shown on Tenant plan, include the following:

19.16.1. Shelving: Provide a minimum of 275 lineal feet of pre-manufactured shelving, such as *Space Maker* (include a combination of vinyl coated wire shelving and solid shelving) or heavy duty standards with adjustable shelving. Installation to be field located by Tenant.

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DWG-A1 TENANT FLOOR PLAN



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Level 1 - DOOR AND HARDWARE SCHEDULE																	
Door #	DOOR					FRAME		GLASS/HARDWARE			SECURITY COMPONENTS					NOTES: Provide and install closers on all doors receiving electric strikes	
	EXTERIOR Door	Door LOCATION	SIZE			MATL	MATL	KD FW	GLAZING VP / THG	HDWRE SET	HDWRE KEYING	M	E	CR	RU		REX
			WD	HGT	THK												
100	X	Entrance	3'-4"	7'-0"	1 3/4"	WOOD	HM	FW	VP	HS-1		X					PROVIDE FULL WEATHERSTRIPING
101	X	Vestibule 101	3'-0"	7'-0"	1 3/4"	WOOD	HM	FW	VP	HS-11a		X	X	2X	X	X	PROVIDE FULL WEATHERSTRIPING
102	X	Lobby 102	3'-0"	7'-0"	1 3/4"	WOOD	HM	KD	THG	HS-7		X					PROVIDE FULL WEATHERSTRIPING
103		Women	3'-0"	7'-0"	1 3/4"	WOOD	HM	KD		HS-7c							
104		Men	3'-0"	7'-0"	1 3/4"	AL/GL	HM	KD		HS-7c		X					
105		Client Corridor	3'-6"	7'-0"	1 3/4"	WOOD	HM	FW	THG	HS-10		X	X		X	X	Client Corridor (release at reception)
106		Staff Corridor	3'-0"	7'-0"	1 3/4"	WOOD	HM	FW		HS-12a		X	X	X	X	X	Staff Corridor (release at reception)
107		Family Room 108	3'-0"	7'-0"	1 3/4"	WOOD	HM	FW		HS10		X	X		X	X	Family Room (release at reception)
108		Multi-Purpose 105	3'-0"	7'-0"	1 3/4"	WOOD	HM	FW		HS10		X	X		X	X	Multi-Purpose Room (release at reception)
109		Client Conference	3'-0"	7'-0"	1 3/4"	WOOD	HM	FW	VP	HS10		X	X		X	X	Client Training/ Conference (release at reception)
110		Client Conference	3'-0"	7'-0"	1 3/4"	WOOD	HM	FW	VP	HS10a		X	X	X		X	
111		Staff Conference	3'-0"	7'-0"	1 3/4"	WOOD	HM	FW	VP	HS10a		X	X	X		X	
112		Storage	3'-0"	7'-0"	1 3/4"	WOOD	HM	KD		HS7		X					
113		Multi-Purpose	3'-6"	7'-0"	1 3/4"	WOOD	HM	FW	VP	HS10a		X	X	X		X	
114		Vestibule 113	3'-6"	7'-0"	1 3/4"	WOOD	HM	KD	VP	HS7d		X					
115		Office	3'-6"	7'-0"	1 3/4"	WOOD	HM	KD		HS7d		X					
116		Office	3'-0"	7'-0"	1 3/4"	WOOD	HM	KD		HS7d		X					
117		Observation	3'-0"	7'-0"	1 3/4"	WOOD	HM	KD	VP	HS7d		X					
118																	
119		Reception	3'-0"	7'-0"	1 3/4"	WOOD	HM	KD		HS7a		X					
120		Office	3'-0"	7'-0"	1 3/4"	WOOD	HM	KD		HS7a		X					
121		Office	3'-0"	7'-0"	1 3/4"	WOOD	HM	KD		HS7d		X					
122		Closet	3'-0"	7'-0"	1 3/4"	WOOD	HM	KD		HS7		X					
123		Office	3'-0"	7'-0"	1 3/4"	WOOD	HM	FW		HS7a		X	X	X	X	X	
124		Data/Com	3'-0"	7'-0"	1 3/4"	WOOD	HM	FW		HS11		X	X	X		X	
125		Office	3'-0"	7'-0"	1 3/4"	WOOD	HM	KD		HS-7d		X					
126		Staff Vest	3'-0"	7'-0"	1 3/4"	WOOD	HM	KD	THG	HS12a		X					
127		Entry	3'-0"	7'-0"	1 3/4"	WOOD	HM	KD	THG	HS1		X					
128		Janitor	3'-0"	7'-0"	1 3/4"	WOOD	HM	KD		HS7		X					
129		Maternal Care	3'-0"	7'-0"	1 3/4"	WOOD	HM	KD		HS7c		X					
130		Supply	3'-0"	7'-0"	1 3/4"	WOOD	HM	KD		HS7		X					
131		Men								HS8							
132		Women	3'-0"	7'-0"	1 3/4"	WOOD	HM	KD		HS8							

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D-1 SAMPLE DOOR AND HARDWARE SCHEDULE

Page 2

Level 1 - Door and Hardware Schedule																	
Door #	EXTERIOR Door	Door LOCATION	DOOR			FRAME		GLASS/HARDWARE			SECURITY COMPONENTS				NOTES: Provide and install closers on all doors receiving electric strikes		
			W/D	SIZE HGT	THK	MATL	MATL	KD	GLAZING VP/THG	HDWARE SET	KEYING	M	E	CR		RU	REX
133		Lounge	3-0"	7-0"	1 3/4"	WOOD	HM	KD	THG	HS-7		X					
134	X	Ext	3-0"	7-0"	1 3/4"	WOOD	HM	KD		HS-7d		X					
135		Office	3-0"	7-0"	1 3/4"	WOOD	HM	KD		HS-7d		X					
136		Office	3-0"	7-0"	1 3/4"	WOOD	HM	KD		HS-7d		X					
137		Office	3-0"	7-0"	1 3/4"	WOOD	HM	KD		HS-7d		X					
138		Stat Center	3-0"	7-0"	1 3/4"	WOOD	HM	FW	VP	HS-11		X	X			X	
139		Interview	3-0"	7-0"	1 3/4"	WOOD	HM	KD	VP	HS-7		X					Interview Rm. 20 (staff)
140		Interview	3-0"	7-0"	1 3/4"	WOOD	HM	KD	VP	HS-7		X					Interview Rm. 15 (staff)
141		Interview	3-0"	7-0"	2"	HM	HM	KD	VP	HS-7		X					Interview Rm. 13 (staff)
142		Supply/Storage	3-0"	7-0"	2"	HM	HM	KD		HS-7		X					
143		Interview	3-6"	7-0"	1 3/4"	WOOD	HM	KD	VP	HS-7		X					Interview Rm. 11 (staff)
144		File Room	3-0"	7-0"	1 3/4"	WOOD	HM	KD	VP	HS-7a		X					Interview Rm. 09 (staff)
145		Interview	3-0"	7-0"	1 3/4"	WOOD	HM	KD	VP	HS-7		X					Interview Rm. 07 (staff)
146		Interview	3-0"	7-0"	1 3/4"	WOOD	HM	KD	VP	HS-7		X					Interview Rm. 05 (staff)
147		Interview	3-0"	7-0"	1 3/4"	WOOD	HM	KD	VP	HS-7		X					Interview Rm. 03 (staff)
148		Interview	3-0"	7-0"	1 3/4"	WOOD	HM	KD	VP	HS-7		X					
149		File Room	3-0"	7-0"	1 3/4"	WOOD	HM	KD	THG	HS-7a		X					
150		Reception	3-0"	7-0"	1 3/4"	WOOD	HM	KD	THG	HS-7a		X					
151		Interview	3-0"	7-0"	1 3/4"	WOOD	HM	KD	VP	HS-7		X					Interview Rm. 01 (staff)
152		Interview	3-0"	7-0"	1 3/4"	WOOD	HM	KD	VP	HS-7d		X					Interview Room 01 - Client
153		Interview	3-0"	7-0"	1 3/4"	WOOD	HM	KD	VP	HS-7d		X					Interview Room 02 - Client
154		Interview	3-0"	7-0"	1 3/4"	WOOD	HM	KD	VP	HS-7d		X					Interview Room 03 - Client
155		Interview	3-0"	7-0"	1 3/4"	WOOD	HM	KD	VP	HS-7d		X					Interview Room 04 - Client
156		Interview	3-0"	7-0"	1 3/4"	WOOD	HM	KD	VP	HS-7d		X					Interview Room 05 - Client
157		Interview	3-0"	7-0"	1 3/4"	WOOD	HM	KD	VP	HS-7d		X					Interview Room 06 - Client
158		Interview	3-0"	7-0"	1 3/4"	WOOD	HM	KD	VP	HS-7d		X					Interview Room 07 - Client
159		Interview	3-0"	7-0"	1 3/4"	WOOD	HM	KD	VP	HS-7d		X					Interview Room 08 - Client
160		Interview	3-0"	7-0"	1 3/4"	WOOD	HM	KD	VP	HS-7d		X					Interview Room 09 - Client
161		Interview	3-0"	7-0"	1 3/4"	WOOD	HM	KD	VP	HS-7d		X					Interview Room 10 - Client
162		Interview	3-0"	7-0"	1 3/4"	WOOD	HM	KD	VP	HS-7d		X					Interview Room 12 - Client
163		Toilet	3-0"	7-0"	1 3/4"	WOOD	HM	FW		HS-11		X	X			X	Interview Room 13 - Client
164		Interview	3-0"	7-0"	1 3/4"	WOOD	HM	KD	VP	HS-7d		X					Interview Room 14 - Client
165		Interview	3-0"	7-0"	1 3/4"	WOOD	HM	KD	VP	HS-7d		X					Interview Room 15 - Client

Landlord Initials: *L.H.*

Date: *10/22/10*

D-1 SAMPLE DOOR AND HARDWARE SCHEDULE

Page 3

Level 1 - DOOR AND HARDWARE SCHEDULE																
Door #	DOOR					FRAME		GLASS/HARDWARE			SECURITY COMPONENTS					NOTES: Provide and install closers on all doors receiving electric strikes
	EXTERIOR Door	Door LOCATION	SIZE			MATL	MATL	KD FW	GLAZING VP / THG	HDWRE SET	HDWRE KEYING	M	E	CR	RU	
166		Interview	3'-0"	7'-0"	1 3/4"	WOOD	HM	KD	VP	HS-7d						Interview Room 14 - Client
167		Interview	3'-0"	7'-0"	1 3/4"	WOOD	HM	KD	VP	HS-7d		X				Interview Room 15 - Client
168		Interview	3'-0"	7'-0"	1 3/4"	WOOD	HM	KD	VP	HS-7d		X				Interview Room 16 - Client
169		Interview	3'-0"	7'-0"	1 3/4"	WOOD	HM	KD	VP	HS-7d		X				Interview Room 17 - Client
170		Interview	3'-0"	7'-0"	1 3/4"	WOOD	HM	KD	VP	HS-7d		X				Interview Room 20 - Client
171		Staff Corridor	3'-0"	7'-0"	1 3/4"	WOOD	HM	FW	VP	HS-13		X	X			
172		Storage	3'-0"	7'-0"	1 3/4"	WOOD	HM	KD		HS-7		X				
173		Receiving	3'-0"	7'-0"	1 3/4"	WOOD	HM	KD		HS-7						Overhead Door
174	X	Receiving	3'-0"	7'-0"	1 3/4"	WOOD	HM	KD	VP	HS-7		X				PROVIDE FULL WEATHERSTRIPPING
175		Interview	3'-0"	7'-0"	1 3/4"	WOOD	HM	KD	VP	HS-7		X				Interview Rm. 20 (staff)
176		Interview	3'-0"	7'-0"	1 3/4"	WOOD	HM	KD	VP	HS-7		X				Interview Rm. 18 (staff)
177		Interview	3'-0"	7'-0"	1 3/4"	WOOD	HM	KD	VP	HS-7		X				Interview Rm. 16 (staff)
178		Storage	3'-0"	7'-0"	1 3/4"	WOOD	HM	KD	VP	HS-7		X				Interview Rm. Storage
179		Interview	3'-0"	7'-0"	1 3/4"	WOOD	HM	KD	VP	HS-7		X				Interview Rm. 12 (staff)
180		Interview	3'-0"	7'-0"	1 3/4"	WOOD	HM	KD	VP	HS-7		X				Interview Rm. 10 (staff)
181		Interview	3'-0"	7'-0"	1 3/4"	WOOD	HM	KD	VP	HS-7		X				Interview Rm. 08 (staff)
182		Interview	3'-0"	7'-0"	1 3/4"	WOOD	HM	KD	VP	HS-7		X				Interview Rm. 06 (staff)
183		Interview	3'-0"	7'-0"	1 3/4"	WOOD	HM	KD	VP	HS-7		X				Interview Rm. 04 (staff)
184		Interview	3'-0"	7'-0"	1 3/4"	WOOD	HM	KD		HS-7		X				Interview Rm. 02 (staff)
185		Staff Corridor	3'-0"	7'-0"	1 3/4"	WOOD	HM	KD				X				
186																
187		Elevator Room	3'-0"	7'-0"	1 3/4"											Owner
188																
189	X	Entry	3'-0"	7'-0"	1 3/4"											Owner

LEGEND:

HM	HOLLOW METAL 16ga	VP	VISION PANEL 4X24	M	KEYED LOCKSET/LATCHSET
FW	FULLY WELDED 16ga	W	WIRE GLASS VISION PANEL	E	ELECTRIC STRIKE
KD	KNOCK-DOWN 18 ga	THG	TOP-HALF-GLAZED	CR	CARD READER
AL	ALUMINUM	FV	FULL VIEW/HT GLAZED	RU	REMOTE UNLOCK
GL	GLASS - TEMPERED	PT	DEFINITION?	REX	REQUEST TO EXIT

Landlord Initials: *10/22/14*
Date: *10/22/14*

D-2 HARDWARE TYPES

Hardware Types:							
Hardware Sets							
Type	Req'd	Function		Type	Req'd	Function	
HS-1	Lockset	Classroom	F84				
	door closer			HS-9	lockset	storeroom	F86
	Exit Device	Panic Bar			closer		
HS-1a	Lockset	Classroom	F84				
	door closer			HS-10	lockset	storeroom	F86
	Exit Device	Panic Bar			elec. Strike		
	kickplate				remote release		
					closer		
HS-2	Lockset	Classroom	F84				
	Exit Device	Panic Bar		HS-10a	lockset	storeroom	F86
	door closer				elec. Strike		
					remote release		
HS-3	Lockset	security hardware			closer		
	door closer				card reader		
					REX		
HS-4	Lockset	Classroom	F84				
	door closer			HS-11	lockset	storeroom	F86
	elect. Strike				elec strike		
	Card reader				card reader		
	REX				REX		
	remote release						
HS-5	Lockset	Storeroom	F86	HS-11a	lockset	Institutional	F87
	door closer				elec strike		
	elect. Strike				(2) card reader		
	REX				remote release		
	remote release				kickplate		
HS-6	Lockset	detention		HS-12	lockset	storeroom	F86
	pull	raised			pilfer alarm		
	pull	recessed			exit device	panic bar	
HS-7	Lockset	Storeroom	F84	HS-12a	lockset	storeroom	F86
					card reader		
HS-7a	Lockset	Classroom	F84		elec strike		
					exit device	panic bar	
HS-7b	lockset	classroom	F84		REX		
	closer						
				HS-13	lockset	storeroom	F86
HS-7c	Lockset	Privacy	F76A		pilfer alarm		
					(2) card readers		
HS-7d	latchset	passage	F75		exit device	panic bar	
						15 sec. override	
HS-8	push/pull						
	closer						
	kickplate						

SAMPLE

Landlord Initials: *P.L.L.*

Date: *10/22/12*

D-3 HARDWARE FUNCTIONS

Function Code	Function Description	Operation
F75	Passage	For doors that do not require locking. Either knob operates latchbolt at all times
F76A	Privacy	Either knob operates latchbolt unless outside knob is locked by push-button inside. Button automatically released when inside knob is turned or door is closed Emergency release tool inserted and turned in slot will unlock outside. Outside knob always active.
F84	Classroom	Deadlocking latchbolt. Either knob operates latchbolt (except when outside knob is locked by key). Inside knob is always active. Key releases outside knob.
F86	Storeroom	Deadlocking latchbolt. Latchbolt operated by knob inside, key in outside knob. Outside knob always rigid. Inside knob always active.
F87	Institutional	Deadlocking latchbolt. Latchbolt operated by key in knob from either side. Both knobs always rigid.

Landlord Initials: *P.B.*

Date: *10/22/12*

**EXHIBIT E
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 OF THE LEASE:

- A. Tenant Access Prior to Commencement of Occupancy Term: The Landlord agrees to allow the Tenant and/or their telecommunications and data provider access to the Premises for the purpose of installing the Tenant's "IT" and/or security systems at least 30 days in advance of the date set forth herein for commencement of occupancy and rental payments. Said access shall be scheduled with the Landlord in advance, with both parties expending all best efforts to coordinate their schedules in order to minimize any potential disruptions to the performance of ongoing work.
- B. Federal Debarment, Suspension and Other Responsibility Matters – Primary Covered Transactions: The "List of Parties Excluded From Federal Procurement or Non-procurement Programs" was reviewed and the Landlord was not on the list (see the attached search results). Should Landlord, during the term of this lease agreement, be disbarred, suspended or proposed for debarment, Tenant may continue the lease in existence at the time the Landlord was debarred, suspended, or proposed for debarment unless the Tenant directs otherwise. Should Landlord be debarred, suspended, or proposed for debarment, unless the Tenant makes a written determination of the compelling reasons for doing so, Tenant shall not exercise options, or otherwise extend the duration of the current lease agreement.

MODIFICATION OF STANDARD PROVISIONS OF THE LEASE:

- C. **Section 2 "Demise of the Premises"; the location of the space to be leased shall be defined by the following:**
Landlord shall construct and provide an approximate 10,732 square foot Premises consisting of an approximate 14.9 acre parcel of land located at 9 Route 28, Ossipee, New Hampshire.
- Landlord shall construct a building conforming to the provisions, plans and specifications of the Agreement herein upon the successfully procured lot, and provide any and all alterations and site work necessary for use of the building, including but not limited to access roads, driveways, utilities, drainage, water and sewer systems and parking areas; notwithstanding the above, the foregoing shall be subject to "Section 3.5 Conditions of the Commencement and Extension of Term".
- D. **Section 3.5 "Conditions on the Commencement and Extension of Term" are deleted replaced by the following text:**

3.5 Conditions on the Commencement of Term and any Extension or Amendment of Term:

3.5.1 Tenant's Contingencies: Notwithstanding the foregoing provisions, it is hereby understood and agreed by the parties hereto that this Agreement and commencement of the Effective Dates and any extensions or amendment to the Term are contingent upon its' approval by all parties having authority, which on the part of the Tenant includes but is not limited to the State of New Hampshire Long Range Capital Planning and Utilization Committee and the Governor and Executive Council. In the event the Tenant does not

Landlord Initials: P.R.

Date: 10/22/12

receive approval of the Agreement authorizing it to commence upon the date set forth in paragraph "3.1 Effective Date of Agreement", the Agreement shall be null and void, with no further obligation or recourse to either party.

3.5.2 Landlord's Contingencies: Notwithstanding the foregoing provisions, it is hereby understood and agreed by the parties hereto that this Agreement and commencement of the Effective Dates and any extensions or amendment to the Term are contingent upon its' approval by all parties having authority, which on the part of the Landlord includes and is limited to:

- a) Possession of a binding Purchase and Sales agreement as defined in "Exhibit E modification to the provisions of "Section 2 Demise of Premises", and;
- b) Receipt of Town of Ossipee planning board approval.

In the event either of the above listed transactions are not successfully completed, this Agreement shall be null and void with no further obligation or recourse to either party.

3.5.3 Final Authorization: The "Landlord's Contingencies" listed in 3.5.2 above - which shall be know as the Landlord's "Final Authorization" - shall be sought by the Landlord following the Tenant's receipt of all required authorizations set forth in 3.5.1 above. The Landlord shall be provided sixty (60) calendar days of time to obtain "Final Authorization", calculation of the sixty days shall start upon "Effective Date" set forth in Section 3.1 of the Agreement, and end sixty (60) days thereafter. In the event of Landlord's receipt of Final Authorization, upon such receipt they shall send the Tenant written notice advising them of the matter, and providing a preliminary project schedule.

Should the Landlord not receive "Final Authorization" at the end of the sixty days, the Tenant may:

- a) At their sole option elect to terminate this Agreement in its entirety, in which instance the Agreement shall be null and void with no further obligation or recourse to either party.
- b) Provide the Landlord additional time for receipt of Final Authorization by seeking authorization to amend the Agreement to provide the desired additional time and allow corresponding delayed inception of the Occupancy Term from all authorizing parties, in the event said amendment is denied, this Agreement shall be null and void with no further obligation or recourse to either party.

E. Section 15 "Insurance" is deleted replaced by the following:

During the Occupancy 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) no later than the date set forth in Section 3.2 Occupancy Term herein for substantial completion of the Premises and commencement of the Tenant's rental term and occupancy. In no

Landlord Initials: 

Date: 10/22/12

instance shall the Tenant commence occupancy or payment of rent prior to obtaining certification of such insurance.

During the Occupancy 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.

Landlord Initials: P.H.

Date: 10/22/11



STATE OF NEW HAMPSHIRE

GOVERNOR'S COMMISSION
ON DISABILITY

John H. Lynch, Governor
Paul Van Blarigan, Chairman
John W. Richards, MSW, MBA, Executive Director

57 Regional Drive
Concord, NH 03301-8518
(603) 271-2773
1-800-852-3405 Toll Free] Voice or TTY
(603) 271-2837 FAX

August 21, 2012

To the Honorable Governor John Lynch and Members of the Executive Council

Requested Action

RECOMMENDATION REGARDING LEASE APPROVAL

Lessee: Department of Health and Human Services, 129 Pleasant Street, Concord, NH 03301
Location: Lot "A" or Lot "B", Ossipee, NH 03864
Lessor: 75 New Hampshire, LLC, c/o James J. Horne, CP Management, Inc.
Term: October 17, 2012 – May 31, 2023

The Architectural Barrier Free-Design Committee respectfully recommends that the subject **NEW LEASE** of approximately 10,732 square feet of space be **approved, with the following condition:**

All new construction must be completed in compliance with Exhibit D and with all applicable building codes, including but not limited to the Code for Barrier-Free Design for the State of New Hampshire (IBC/2006 and ICC/ANSI A117.1/2003, as amended [ANSI] citations), the NH State Building Code (IBC/2009 as amended, ICC/ANSI A117.1/2003, as amended), the NH State Fire Code Safe-c 6000, and the Americans with Disabilities Act 2010 Standards for Accessible Design (ADAAG citations).

This recommendation is based upon the condition that the committee and staff will be contacted for a thorough plan review at 80% design completion and pre-occupancy walk-through.

Should future inspection by Administrative Services or the Architectural Barrier-Free Design Committee prove that areas of non-compliance exists, the agency should withhold rent until the landlord brings it into compliance, or should negotiate to remedy the non-complying areas.

Respectfully submitted and approved by the Architectural Barrier-Free Design Committee,


David Gleason, Chair

JLS 8-29-12

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 Levere-Horne Ossipee, LLC is a New Hampshire limited liability company formed on October 15, 2012. I further certify that it is in good standing as far as this office is concerned, having 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 24th day of October, A.D. 2012

A handwritten signature in cursive script, reading "William M. Gardner".

William M. Gardner
Secretary of State

UNANIMOUS CONSENT
OF
MEMBERS
OF
LEVERE-HORNE OSS�PEE, LLC

The undersigned, being all of the Members of Levere-Horne Ossipee, LLC (the "Company"), hereby consents to the following action:

RESOLVED THAT the Company be authorized to enter into a Lease Agreement relative to its rental property located in Ossipee, New Hampshire with the New Hampshire Department of Health and Human Services as Tenant.

RESOLVED THAT James J. Horne, as Co-Manager, is hereby authorized to execute any and all documents necessary in connection with the Sublease Agreement by and between Levere-Horne Ossipee, LLC as Landlord and the New Hampshire Department of Health and Human Services as Tenant.

Dated as of October 22nd, 2012.

LEVERE-HORNE OSS�PEE, LLC

By: 

James J. Horne, Member and
Co-Manager

LEVERE PROPERTIES II, LLC
Member and Co-Manager

By: 

Daniel Plummer, Managing Member

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[Important message regarding exclusion searches.](#)

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Clear Search

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State of New Hampshire

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 17, 2013

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

REQUESTED ACTION

Pursuant to RSA 4:40, the Department of Administrative Services requests approval 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.

EXPLANATION

The former Nashua District Court property is comprised of land, building, and other improvements located inside the traffic oval at 25 Walnut Street in downtown Nashua (the "Property"), adjacent to the former millyard and just a few blocks from the Main Street business district. The courthouse building was purpose-built in 1979 when the Property was owned by the City of Nashua, and the Property was later leased to the State until the State purchased it in 1992. The building was used continuously as a courthouse until November 2011, at which time the Nashua District Court functions and personnel moved to the Hillsborough County Superior Court South building on Spring Street in Nashua, in part to alleviate a significant overcapacity of unused space in the Superior Court building. This consolidation of courts at one location and the proposed disposition of the Property both result from substantial Judicial Branch budget cuts in recent years. A more specific description of the Property is as follows: an oval-shaped parcel of land encircled by city streets which is approximately 1.11 acres in size, a two story masonry office building with approximately 19,459 square feet of above grade space and a full basement, and a paved surface parking lot with 45 spaces.

As of March 23, 2012, McManus & Nault Appraisal Company, Inc., an independent appraisal firm, appraised the market value of the Property at \$1,300,000.

On September 19, 2012, the Department issued a Request for Proposal to Provide Real Estate Brokerage Services ("RFP"). The RFP was posted on the Department's Current Bidding Opportunities web site and was advertised in the Manchester Union Leader September 19-

21, 2012 and by a direct email solicitation sent to eighteen (18) commercial brokers licensed by the New Hampshire Real Estate Commission. In response to the RFP the Department received conforming proposals from five (5) brokers. These proposals included opinions of value ranging from \$750,000 to \$1,800,000 and proposed effective commission rates (calculated based on the appraised value) ranging from 4.33% to 5.77%.

All five (5) proposals were reviewed and scored by an Evaluation Committee comprised of three (3) Department employees in accordance with the procedure set forth in the RFP. This procedure includes a two-tier review beginning with a scored evaluation by each Committee member of each broker's qualifications, experience, and proposed marketing strategy, and the quality of the broker's market analysis—all as set forth in the proposal. Each broker must score an average total of 70% of the available evaluation criteria points allocated in the RFP to this first tier review in order to qualify for the second tier review, which focuses entirely on proposed commissions and fees. Four (4) out of the five (5) proposals qualified for the second tier review. Points scored during the second tier review are then added to the first tier score in order to determine the total score. Brokers are ranked by total score, with the highest score receiving the top rank. Scores and rankings for all four (4) proposals that qualified for second tier review are summarized on the attached spreadsheet.

The top ranked proposal was submitted by NAI Norwood Group ("Norwood"). Norwood believes that the Property will sell "as-is" between \$1,038,400 and \$1,132,800. After further discussions with Norwood, the Department has decided to seek approval to sell the Property for \$1,153,778. The Department understands that the discrepancy between the foregoing prices and the appraised value primarily reflects an abundance of caution in the still-lagging Nashua commercial real estate market, which continues to suffer from a relatively high vacancy rate and a limited number of prospective tenants and buyers. The proposed sale price also reflects the lack of existing tenants and the estimated cost of renovations to reconfigure the building interior to better accommodate a conventional or medical office building use. Norwood has proposed a fixed commission rate of 5% of the sale price.

As part of this submission, the Department is also requesting authorization to negotiate with prospective buyers for the Property within a ten percent (10%) range below the sale price approved by the Long Range Capital Planning and Utilization Committee. If the Committee approves this condition, the Department would be authorized to enter into a purchase and sale agreement that is subject to Governor and Executive Council approval within (10%) of the approved price. We feel this type of latitude is necessary to provide quick response to prospective buyers and efficiently market the Property.

The listing agreement will specify that the Department is required to offer the Property to the City of Nashua at the sale price approved by the Long Range Capital Planning and Utilization Committee as part of the statutory disposal process, and that the real estate broker will not receive any commission for a sale to the City of Nashua or if any other State agency expresses interest in acquiring the Property.

Authorization is hereby requested: to enter into an exclusive listing agreement with a maximum term of one (1) year that will be subject to final approval by the Governor and Executive Council for the sale of the Property at or above the proposed sale price and subject to the conditions outlined above; to pay from the proceeds of such sale a commission fee to the selected broker at the rate of five percent (5%) of the sale price; and to retain for the Department from the proceeds of such sale an administrative fee of \$1,100, or such larger amount as the Committee may deem appropriate, in accordance with RSA 4:40, III-a.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Linda M. Hodgdon".

Linda M. Hodgdon
Commissioner

Attachments

LIST OF EXHIBITS

1. Summary list of broker proposals
2. Broker Proposal Evaluation Score Sheet
3. Location map
4. Tax/zoning map detail
5. Aerial view
6. Appraisal Report dated as of March 23, 2012 prepared by McManus & Nault Appraisal Company, Inc.
7. Proposal submitted by the selected broker
8. Council on Resources and Development (CORD) approval letter

**Broker Proposal Evaluation Summary
Nashua District Courthouse
25 Walnut Street, Nashua, New Hampshire**

	Opinion of Value	Proposed Commission	Effective Commission Rate at Appraised Value	Technical Evaluation Average Total Score*	Total Commission Score**	Total Score***
NAI Norwood	\$1,038,400 - \$1,132,800	5%	5%	91.83	90.35	181.68
CBRE	\$1,200,000 - \$1,600,000	1st million: 4.5% 2nd million: 3.75%	4.33%	81.00	100.00	181.00
Shea	\$1,060,000	1st million: 6% 2nd million: 5%	5.77%	80.67	85.12	165.79
Prudential Verani	\$1,750,000 - \$1,800,000	1st million: 5.75% 2nd million: 4.75%	5.52%	79.67	71.41	151.08

* Total possible points = 100

** Points awarded on the basis of a comparative formula, where the lowest effective rate receives the maximum 100 points

*** Total possible points = 200

**REQUEST FOR PROPOSAL TO PROVIDE REAL ESTATE BROKERAGE SERVICES
NEW HAMPSHIRE DEPARTMENT OF ADMINISTRATIVE SERVICES
(RFP FMA 2013-03)**

Proposal Evaluation Score Sheet

REVIEWER NAME: _____

BROKER NAME: _____

CRITERIA

A. TECHNICAL (NON-COMMISSION)

1. Form and Content of Response **PASS / FAIL**
 - Does the proposal meet the minimum requirements of the RFP as summarized in Part VI?

2. Client List/References **Points Awarded: _____ / 20 POINTS**
 - How similar are the services performed for each client to those sought by the RFP?
(_____ / 8 points)
 - How similar is the Property to the clients' properties in terms of size, type, character, and location? (_____ / 6 points)
 - How favorable are the references? (_____ / 6 points)

3. Experience and Capability **Points Awarded: _____ / 20 POINTS**
 - How well has the Offeror demonstrated past success in marketing properties similar in size, type, character, and location to the Property? (_____ / 7 points)
 - How well has the Offeror demonstrated sufficient experience and expertise with redevelopment consulting and/or the successful marketing of special use properties to developers and/or investors? (_____ / 5 points)
 - How sufficient are the Offeror's staffing and resources in New Hampshire to appropriately and effectively market the Property? (_____ / 4 points)
 - How well has the Offeror demonstrated that the specific staff members likely to work with the Property are adequately qualified to do so? (_____ / 4 points)

4. Proposed Strategy **Points Awarded: _____ / 40 POINTS**
 - How dynamic, customized, and appropriate for the Property is the Offeror's proposed marketing strategy? (_____ / 10 points)
 - Has the Offeror included a list of suitable media outlets that it proposes to use? (_____ / 6 points)
 - How well has the Offeror demonstrated an understanding of the particular challenges that the Property may present to a prospective buyer? (_____ / 10 points)
 - How well has the Offeror demonstrated an understanding of how certain unique characteristics of the Property may enhance its value? (_____ / 10 points)
 - Has the Offeror provided suitable "staging" recommendations to enhance the appeal of the Property? (_____ / 4 points)

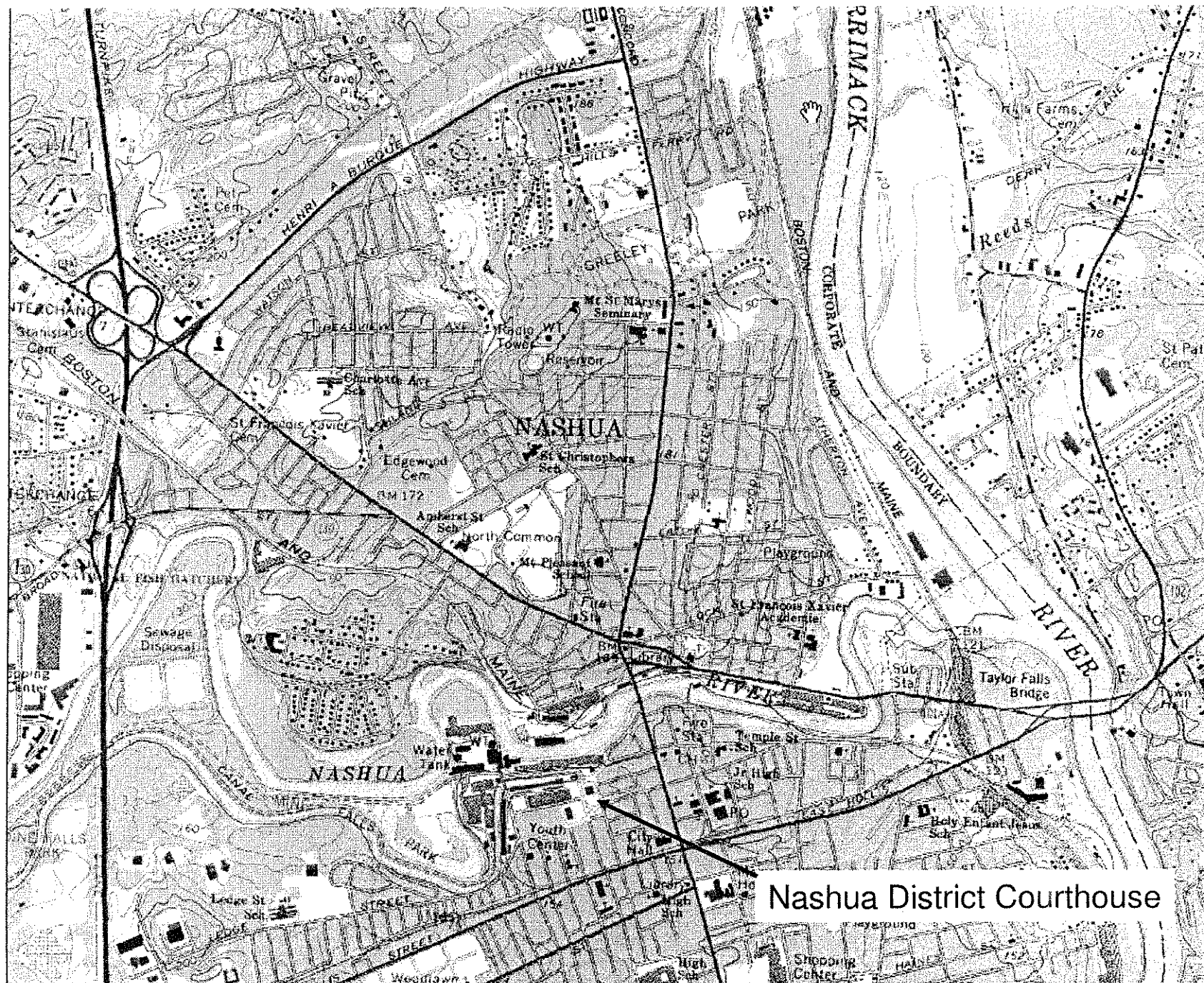
5. Market Analysis

Points Awarded: _____ / 20 POINTS

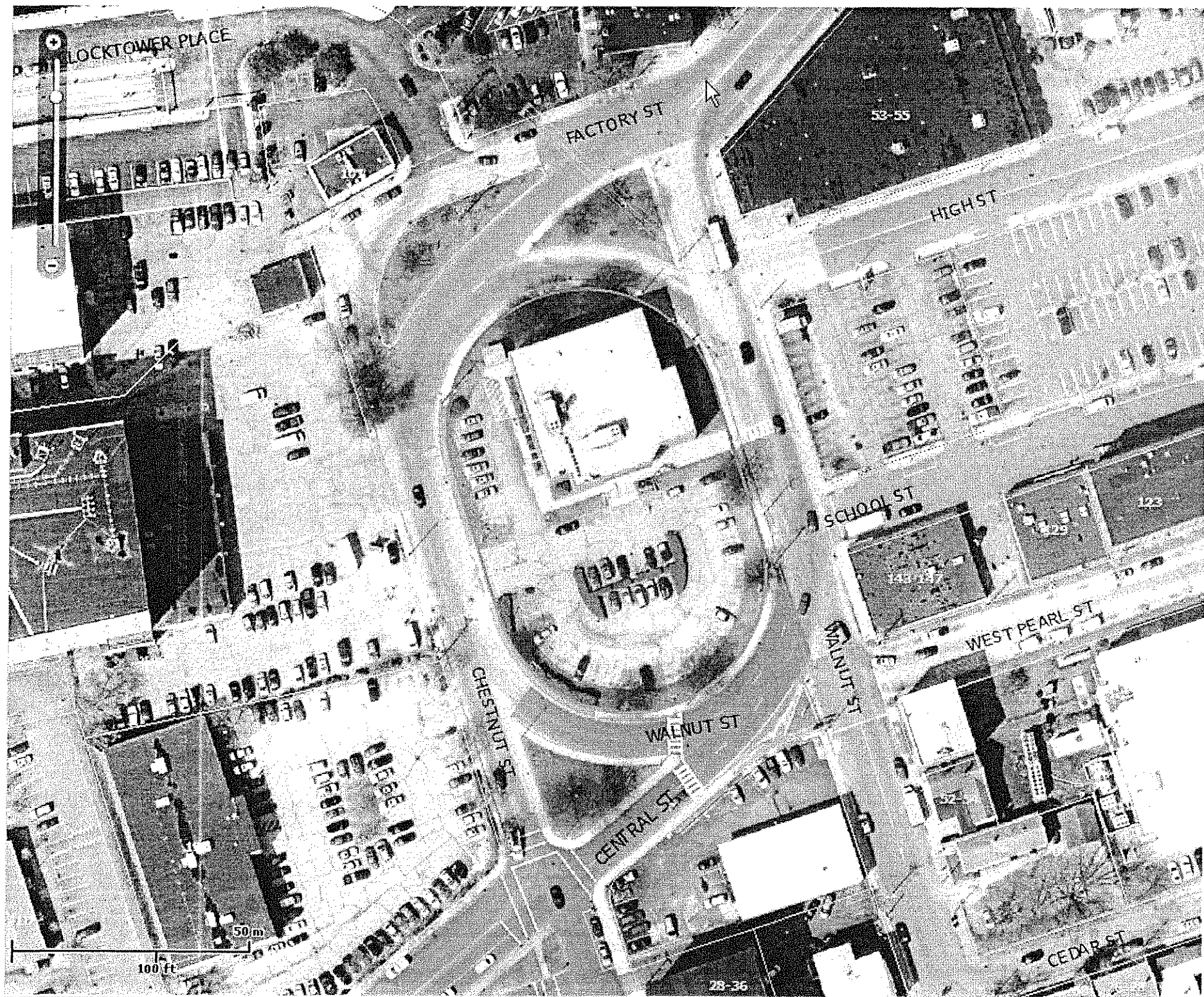
- Has the Offeror included an adequate description of the Property? (____ / 5 points)
- Has the Offeror included an apt and convincing comparable sales analysis? Did the Offeror use any other appropriate methodologies (e.g. income or cost approach) to derive or support a proposed asking price for the Property? How well did the Offeror explain, justify, and apply the methodologies employed? (____ / 5 points)
- Has the Offeror included a proposed asking price that is based on a reasonable estimate of the market value of the Property? Were all of the valuation factors and assumptions identified and reasonably justified? (____ / 5 points)
- Has the Offeror included a reasonably thorough highest and best use analysis of the Property that reaches a convincing conclusion? Were all of the valuation methodologies, comparable transactions, valuation factors, and assumptions employed consistent with the Offeror's highest and best use conclusion? (____ / 5 points)

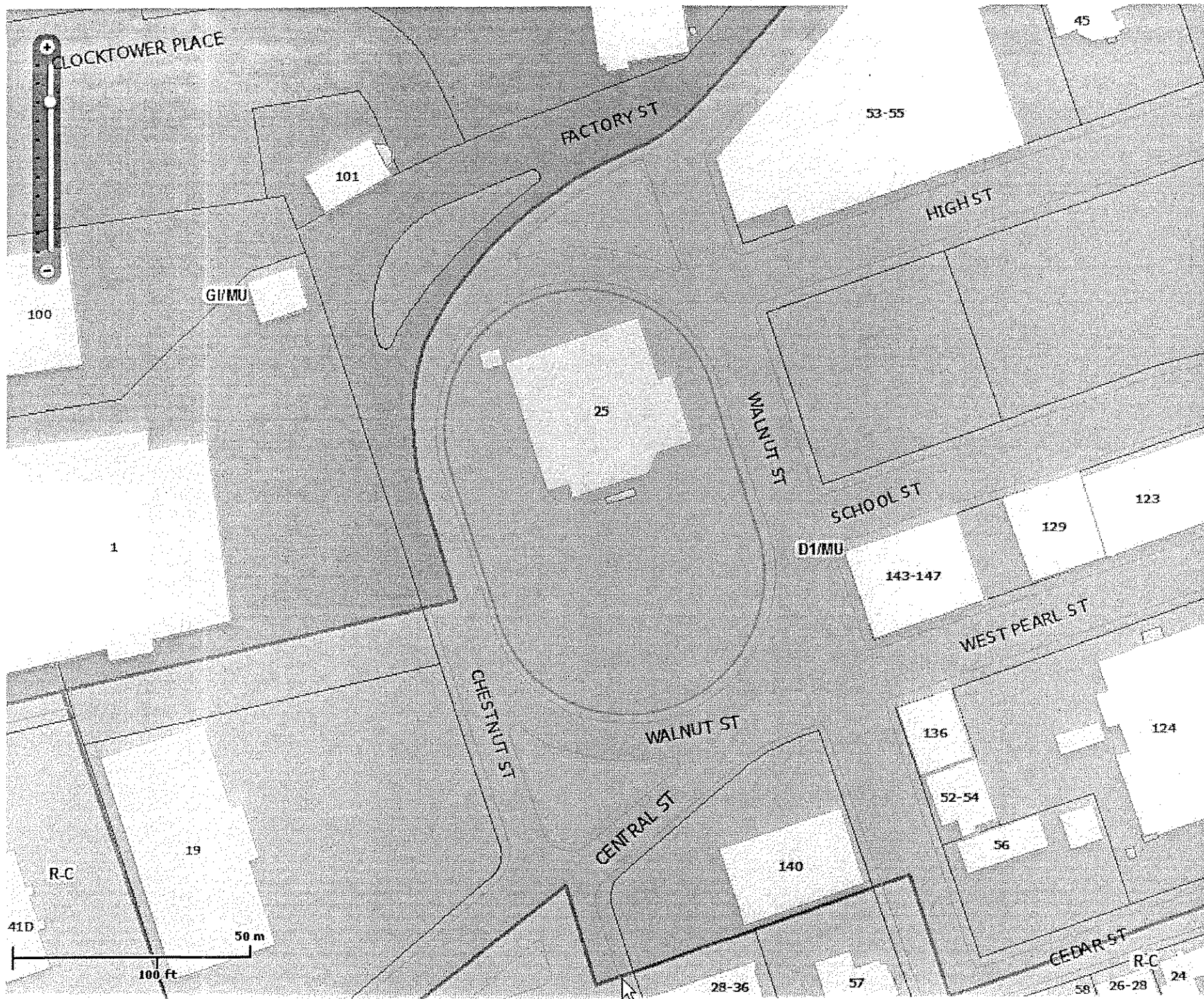
B. COMMISSION

Points Awarded: _____ / 100 POINTS



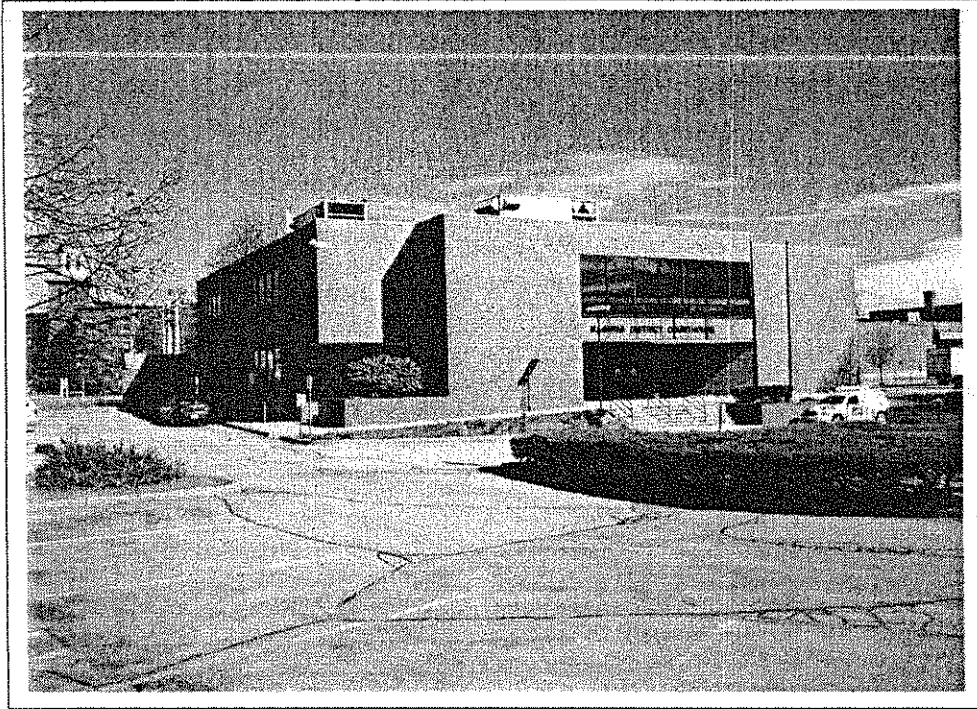
Nashua District Courthouse





APPRAISED PROPERTY

An 22,578 SF Office Building on a 1.11 Acre Lot
Located at 25 Walnut Street in Nashua, NH



Mr. Jared J. Nylund
Real Property Asset Manager
NH DAS Fixed & Mobile Assets
State House Annex – Room 212
25 Capitol Street
Concord, New Hampshire 03301

Prepared By:
Kevin A. McManus

Date of Value: March 23, 2012

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April 30, 2012

Mr. Jared J. Nylund
Real Property Asset Manager
NH DAS Fixed & Mobile Assets
State House Annex – Room 212
25 Capitol Street
Concord, New Hampshire 03301

RE: State of New Hampshire Property (Nashua District Courthouse)


Dear Mr. Nylund:

In accordance with your request, I have prepared, and am submitting herewith, a self contained appraisal of an office building owned by The State of New Hampshire situated at 25 Walnut Street in Nashua, New Hampshire. The subject encompasses 1.11 acres, improved with a 22,578 SF, 2 story office building constructed in 1979. The property was utilized as the Nashua District Court Building until the winter of 2011. This appraisal provides an opinion of the market value, as defined herein, of the fee simple interest in the subject property. The property is identified in Nashua Assessment records as Map 80 / Lot 93.

It is assumed by the appraiser that this report will be used by the New Hampshire Department of Administrative Services as a basis for establishing an appropriate offering price for the fee simple sale of the subject property. The intended user of this report is the New Hampshire Department of Administrative Services.

I have made a careful and thorough analysis of the property, the details of which are enclosed herewith. As a result of my analysis, I have formed an opinion that the market value (as defined in the report), subject to the definitions, certifications, and limiting conditions set forth in the attached report, as of March 23, 2012, is \$1,300,000.

Respectfully submitted,



Kevin A. McManus
Vice President, NHCG-249

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CERTIFICATION

The undersigned does hereby certify that, except as otherwise noted in this appraisal report:

- 1) Kevin A. McManus personally inspected the property that is the subject of this appraisal, accompanied by Jared Nylund, Stephen Sacco and Herney Londono, on March 23, 2012.
- 2) I have no present or prospective interest in the property that is the subject of this appraisal report.
- 3) I have no personal interest or bias with respect to the subject matter of this appraisal report or the parties involved.
- 4) My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event, neither is it contingent upon any action or event resulting from the analyses, opinions, or conclusions in or use of this report.
- 5) To the best of my knowledge and belief the statements of fact contained in this appraisal report, upon which the analyses, opinions and conclusions expressed herein are based, are true and correct.
- 6) The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions (*imposed by the terms of our assignment or by the undersigned*), and are my personal, unbiased professional analyses, opinions, and conclusions.
- 7) The analyses, opinions and conclusions were developed, and this report has been prepared in conformity with and is subject to the requirements of the Uniform Standards of Professional Appraisal Practice.
- 8) The State of New Hampshire Real Estate Appraisal Board requires continuing education for licensed Certified General Appraisers. As of the date of this report, Kevin A. McManus has completed the requirements of the continuing education program of the Real Estate Appraiser Board.
- 9) No one other than the undersigned prepared the analysis, conclusions and opinions concerning the real estate that are set forth in this appraisal report.
- 10) My value conclusion as well as other opinions expressed herein are not based on a requested minimum value, a specific value or approval of a loan.
- 11) The acceptance of this appraisal assignment is based upon appropriate knowledge and experience by the undersigned to complete the assignment in a competent manner.

CERTIFICATION (CONT)

- 12) In my opinion, the market value of the appraised property, as of March 23, 2012, is \$1,300,000.

Respectfully submitted,
MCMANUS & NAULT APPRAISAL COMPANY, INC.



Kevin A. McManus
Vice President, NHCG-249

EXECUTIVE SUMMARY

TYPE OF PROPERTY:	Vacant municipal office building formerly utilized as the Nashua District Court.
OWNER	The State of New Hampshire
LOCATION OF PROPERTY	25 Walnut Street, Nashua, New Hampshire
DATE OF INSPECTION	March 23, 2012
DATE OF APPRAISAL	March 23, 2012
PURPOSE OF THE APPRAISAL	To estimate the market value of the appraised.
PROPERTY RIGHTS APPRAISED	Fee Simple
USE OF THE REPORT	To determine an appropriate offering price for the sale of the subject property.
LOCATION AND ECONOMIC FACTORS	The property is situated one block from the Nashua central business district. In the past 2-3 years, the market for commercial property in Nashua has been steady but lower than prior years.
ZONING	D-1 – Downtown District and the Mixed Use Overlay District.
FLOOD ZONE	The subject property is situated outside of any flood hazard area as depicted on Flood Insurance Rate Map #33011CO514E, dated April 18, 2011.
SITE DESCRIPTION	The appraised comprises an oval-shaped parcel encircled by several city streets, and encompassing 1.11 acres. The parcel has one curb cut located off Chestnut Street. The site is serviced by municipal water & sewer service, and is improved with 45 paved, striped parking spaces.
DESCRIPTION OF IMPROVEMENTS	The property is improved with a two story, good quality masonry municipal office building constructed in 1979. The building includes 19,459 SF of above grade space, in addition to a full basement. The building has been vacant since the winter of 2011 - 2012.

EXECUTIVE SUMMARY (CONT.)

HAZARDOUS WASTE SITUATION

This appraisal has been performed under the assumption that there are no hazardous materials present.

PRESENT USE

Vacant former municipal office building.

MARKETING BACKGROUND

To the best of the appraiser's knowledge the subject property has not been on the market since purchased by the present owner.

HIGHEST AND BEST USE

Multi-tenant office building

OVERALL MARKET APPEAL

Fair due to the slow market for office space in the Greater Nashua area, current vacant status, and need to complete renovations to a limited portion of the building.

ESTIMATED MARKET VALUE

\$1,300,000

ESTIMATED MARKETING TIME

Less than 12 months.

ESTIMATED EXPOSURE TIME

Less than 12 months.

GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

GENERAL ASSUMPTIONS

1. The legal description used in this report is assumed to be correct.
2. The survey of the subject property obtained by the appraiser is assumed to be correct.
3. No responsibility is assumed for matters of a legal nature affecting title to the property nor is an opinion of title rendered. The title is assumed to be good and merchantable.
4. Information furnished by others is assumed to be true, correct, and reliable. A reasonable effort has been made to verify such information; however, no responsibility for its accuracy is assumed by the appraiser.
5. All mortgages, liens, encumbrances, leases, and servitudes have been disregarded unless so specified within the report. The property is appraised as though under responsible ownership and competent management.
6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures which would render it more or less valuable. No responsibility is assumed for such conditions, items unseen or for engineering which may be required to discover them.
7. It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws unless noncompliance is stated, defined and considered in the appraisal report.
8. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in the appraisal report.
9. It is assumed that all required licenses, consents or other legislative or administrative authority from any local, state or national governmental or private entity or organization have been or can be obtained or renewed for any use which the value estimate contained in this report is based.

10. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted within the report.
11. It is assumed that there is, or has been, no storage, use or dumping on the appraised property of asbestos, hazardous waste, or other material that has been or will in the future be, deemed harmful to health.

GENERAL LIMITING CONDITIONS

1. The appraiser will not be required to give testimony or appear in court because of having made this appraisal, with reference to the property in question, unless arrangements have been previously made therefore.
2. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event only with proper written qualification and only in its entirety.
3. The distribution of the total valuation in this report between land and improvements applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used.
4. No environmental impact studies were either requested or made in conjunction with this appraisal, and the appraiser hereby reserves the right to alter, amend, revise or rescind any of the value opinions based upon any subsequent environmental impact studies, research or investigation.
5. Neither all nor any part of the contents of this report, or copy thereof, shall be conveyed to the public through advertising, public relations, news, sales or any other media without written consent and approval of the appraiser. Nor shall the appraiser, firm or professional organization of which the appraiser is a member be identified without written consent of the appraiser.
6. Any liability on the part of the appraiser is limited to the amount of fee actually collected.

7. In this appraisal assignment, the existence of potentially hazardous material used in the construction or maintenance of the building, such as the presence of urea formaldehyde foam insulation, and/or existence of toxic waste, which may or may not be present on the property, has not been considered. The appraiser is not qualified to detect such substances. I urge the client to retain an expert in this field if desired.
8. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. I have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. Under ADA guidelines, compliance matches the owner's financial ability with the cost to cure the potential physical deficiencies of the property. Thus the requirements for compliance can change with each owner's financial ability to correct (cure) the non-accessibility problems of the property. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since I have no direct evidence relating to this issue, I did not consider possible non-compliance with the requirements of the ADA in estimating the value of the property.
9. Possession of this report does not carry with it the right of reproduction.
10. Acceptance of and/or use of this appraisal report constitutes acceptance of the foregoing general assumptions and general limiting conditions.

IDENTIFICATION, PURPOSE, AND DEFINITIONS

State of NH Property - Nashua District Courthouse

McMANUS & NAULT APPRAISAL CO., INC.

IDENTIFICATION AND OWNERSHIP HISTORY

The subject consists of a municipal office building known in the City of Nashua assessment records as Map 80, Lot 93. According to the records in the City of Nashua, the property is owned by The State of New Hampshire. As per legal documents obtained by the appraiser, the subject was transferred to its present ownership as follows:

GRANTOR:	The City of Nashua
GRANTEE:	The State of New Hampshire
BOOK/PAGE:	5340/1959, Hillsborough County Registry of Deeds
DATE SIGNED:	May 18, 1992
DATE RECORDED:	May 21, 1992

A copy of the subject deed is found in Appendix A of the report.

SCOPE OF WORK

This is a self-contained report of an office building located in Nashua, New Hampshire. The information and opinions contained herein are the result of thorough research and analysis of a depth appropriate for a complete appraisal of the appraised property.

Legal data surrounding the subject property has been obtained by the appraiser. A copy of the legal description is enclosed in the *Appendix* of this report. Other public agencies and organizations which have been the source of information relating to the property include the City of Nashua, Hillsborough County Registry of Deeds, and the State of NH Department of Administrative Services. In addition, this report includes first hand research and analysis necessary to complete the *Identification, Ownership History, Legal Description, Municipal and Regional Analysis, Site Analysis, Description of Improvements, Zoning Exhibit, and Assessments and Taxes* exhibits. The appraiser obtained historic subject operating expenses from the NH Bureau of Court Facilities. The appraiser researched the likelihood that an owner of the appraised would be required to retrofit a wet-sprinkler system with the City of Nashua Fire Marshall's Office. The appraiser relied upon renovation cost estimates using the Marshall Valuation Service.

Extensive research was conducted on the real estate market in the subject area, which is presented in the *Market Analysis* section of this report. This included interviewing brokers, developers, investors, and city officials in the subject area, as well as researching comparable office building sales and rents, and the sale of vacant commercial lots.

Based upon the above, a detailed highest and best use analysis is performed on the appraised property. The appraiser has projected a market-supported income to estimate a subject value via the *Income Approach*. In conjunction with the comparable sales, the appraiser has developed a *Sales Comparison Approach* to value. These approaches have been used to estimate the market value of the appraised property. All of the sales and rents have been inspected by the appraiser, and verified with a party involved.

PURPOSE

The purpose of this report is to estimate the market value of the subject property, as of March 23, 2012.

DEFINITION OF VALUE

In this report fair market value is defined as:

"The amount in cash, or on terms reasonably equivalent to cash, for which in all probability the property would have sold on the effective date of the appraisal, after a reasonable exposure time on the open competitive market, from a willing and reasonably knowledgeable seller to a willing and reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration to all available economic uses of the property at the time of the appraisal."³

PROPERTY RIGHTS APPRAISED

The property rights appraised are fee simple.

Fee Simple Estate is defined as: "absolute ownership unencumbered by any other interest or estate, subject to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat (the right of government to take title to property when there are no apparent heirs)."⁴

USE OF THE APPRAISAL

The appraisal will be used to assist in determining an appropriate offering price for the sale of the subject property. The intended user of this appraisal is the New Hampshire Department of Administrative Services.

³ Uniform Appraisal Standards for Federal Land Acquisitions, 2000. Page 30.

⁴ The Dictionary of Real Estate Appraisal, 3rd Edition. Page 140.

COMPETENCY PROVISION

The persons responsible for the analysis and conclusions expressed herein are competent to undertake and perform the tasks required of this assignment by virtue of specialized training and examination, previous experience in assignments such as this, professional recognition of this training and experience, and research conducted in preparation for solving the problems inherent in this assignment.

REGIONAL, MUNICIPAL AND NEIGHBORHOOD ANALYSIS

State of NH Property - Nashua District Courthouse

McMANUS & NAULT APPRAISAL CO., INC.

THE REGION AND MUNICIPALITY

LOCATION

The subject is located near the midpoint of the southern border of the state. The Nashua Primary Metropolitan Statistical Area (PMSA) consists of Nashua, Merrimack, Hudson, Litchfield, Amherst, Milford, Wilton, New Ipswich, Mason, Brookline, Mont Vernon, Greenville and Hollis, NH. Some of the Massachusetts communities across the state border are the towns of Dunstable and Tyngsborough.

The State Capital, Concord, is about 35 miles to the north; Portsmouth and the seacoast are about 50 miles to the east, and Boston, MA is about 30 miles to the southeast. The region's close proximity to the Massachusetts border and the high-tech centers near Routes 1-495 and 128 has been a primary factor in the residential and commercial/industrial growth over the years. Nashua and Manchester dominate the area and are linked by the transportation systems discussed below.

POPULATION

The population of Hillsborough County and of the City of Nashua increased relatively dramatically up until the Year 2000 as shown following:

<u>Year</u>	<u>Hillsborough Cnty</u>	<u>City of Nashua</u>
1980	276,608	67,865
1990	335,838	79,937
2000	380,841	86,782
2010	400,721	86,494

The lack of population change in Nashua in the last decade is considered to reflect the corresponding slower growth county-wide, and a trend toward residing in adjoining, less densely developed communities.

ECONOMIC DEVELOPMENT

A large number of the residents of the region commute to the Route 128 and Route 495 beltways around Boston, principally for employment in the electronics and computer companies

THE REGION AND MUNICIPALITY (CONT.)

that are located there. Much of the industrial growth of the region around Nashua has been as a result of the success of the Massachusetts firms which expanded northward. Southern New Hampshire is closely integrated with the defense electronics and computer/hi-tech businesses in northern Massachusetts.

The largest employers in Greater Nashua are: Fidelity Investments (6,000 employees), BAE Systems (2,900) and Southern NH Medical Center (2,140). There are 12 other companies in the Nashua Region, in the medical, financial, and hi-tech industries, that employ between 500 and 1,980. The unemployment rate in the Nashua LMA has improved over the past two years. The New Hampshire Department of Employment Security indicates the rate for the Nashua PMSA has changed as shown below:

<u>Date</u>	<u>Nashua NH LMA Lahor Force</u>	<u>LMA Unemployment</u>	<u>State Unemployment</u>
Ave 2009	166,760	6.4%	6.2%
Ave 2010	166,000	6.3%	6.1%
Ave 2011	165,110	5.6%	5.4%
Mar 2012	165,150	5.7%	5.6%

The most recent employment data indicates a slight improvement in conditions since 2010, with local unemployment rates relatively similar to that of the State as a whole.

TRANSPORTATION

The major routes of transportation through the region are the F. E. Everett Turnpike and Interstate I-93. Both of these roads run in a generally north-south direction from Manchester to the Greater Boston Area. The Everett Turnpike, AKA Route 3 By-pass, passes through Merrimack and Nashua, and then becomes U.S. Route 3 in Massachusetts, while I-93 passes through Londonderry and east of Hudson. Paralleling the turnpike, U.S. Route 3 passes through the center of both Nashua and Merrimack and is, therefore, usually avoided by through traffic. The major east-west highway in the southern portion of the state is Route 101 which passes through the western towns of the region after connecting Manchester with the coastal areas. Route 101A is the main east-west artery from Nashua to Milford where it joins Route 101.

State of NH Property - Nashua District Courthouse

THE REGION AND MUNICIPALITY (CONT.)

There are two airports in the region, the more heavily used of which is the Manchester-Boston Regional. The airfield in Nashua has been served by feeder lines in the past, but is currently used for local traffic and some corporate flights. Logan International Airport is located about forty miles to the southeast, in Boston, MA. Several trucking companies serve the area, and rail is available in Nashua with a line extending north through Merrimack and another extending west through Milford.

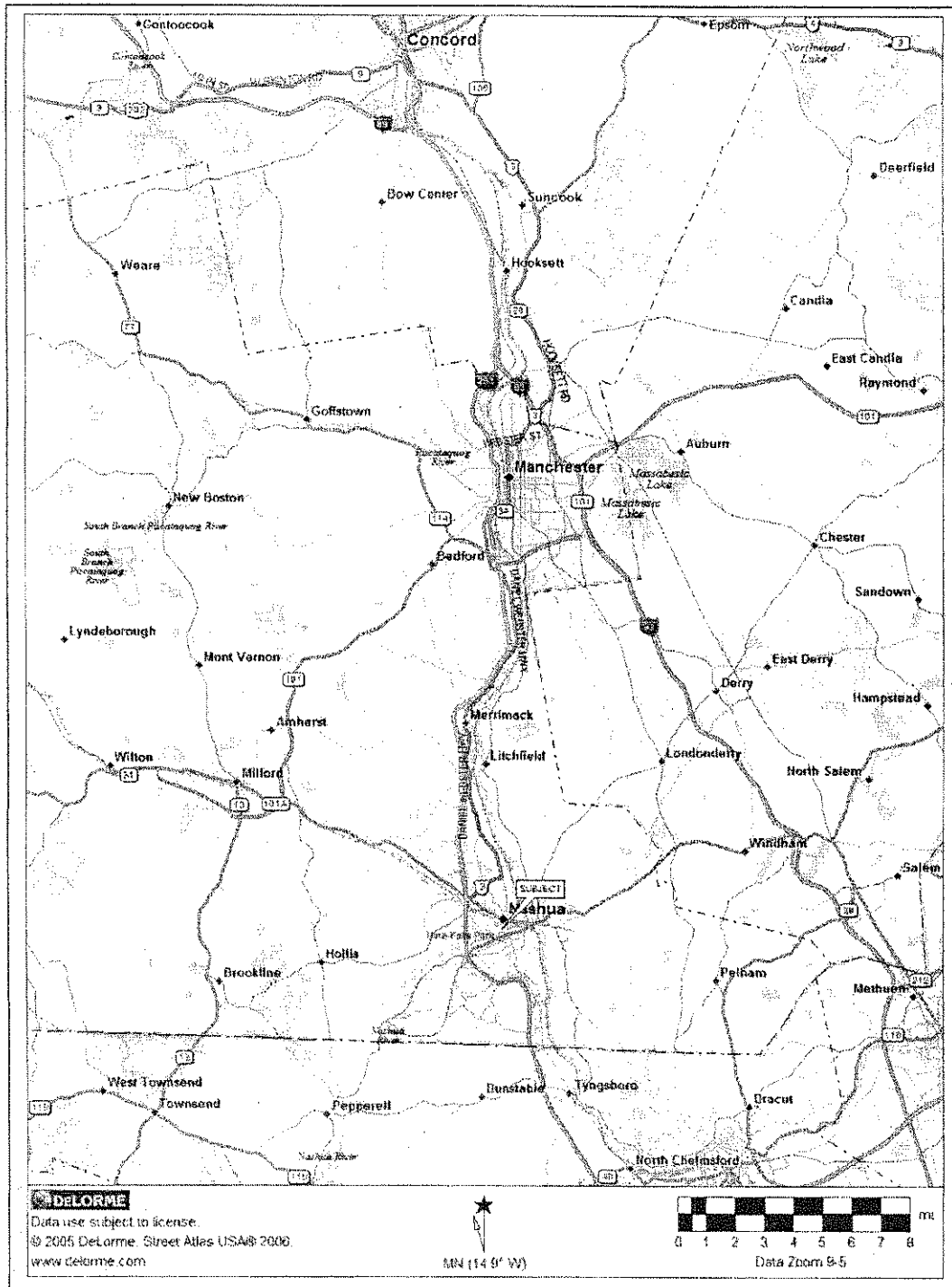
AMENITIES AND SERVICES

The City of Nashua is governed by a mayor and fifteen aldermen who are elected at biennial city elections. There are full time, city police & fire departments. Nashua includes Southern NH Medical Center (166 beds) and St. Joseph's Hospital (144 beds).

The city operates 12 elementary schools, three junior high schools, and two senior high schools. In addition, there are ten private or parochial schools providing education for children from grades K - 12. Within Nashua and the surrounding communities are numerous educational facilities which offer undergraduate and graduate degree programs and technical training.

In summary, Nashua experienced rapid growth into 1990 where it began to stabilize. The unemployment levels are slightly improved in the past year, however, levels remain higher than the period 4+years ago. The Nashua Region has several significant employers and is located a relatively short distance from the employment opportunities located in and around Boston, Massachusetts.

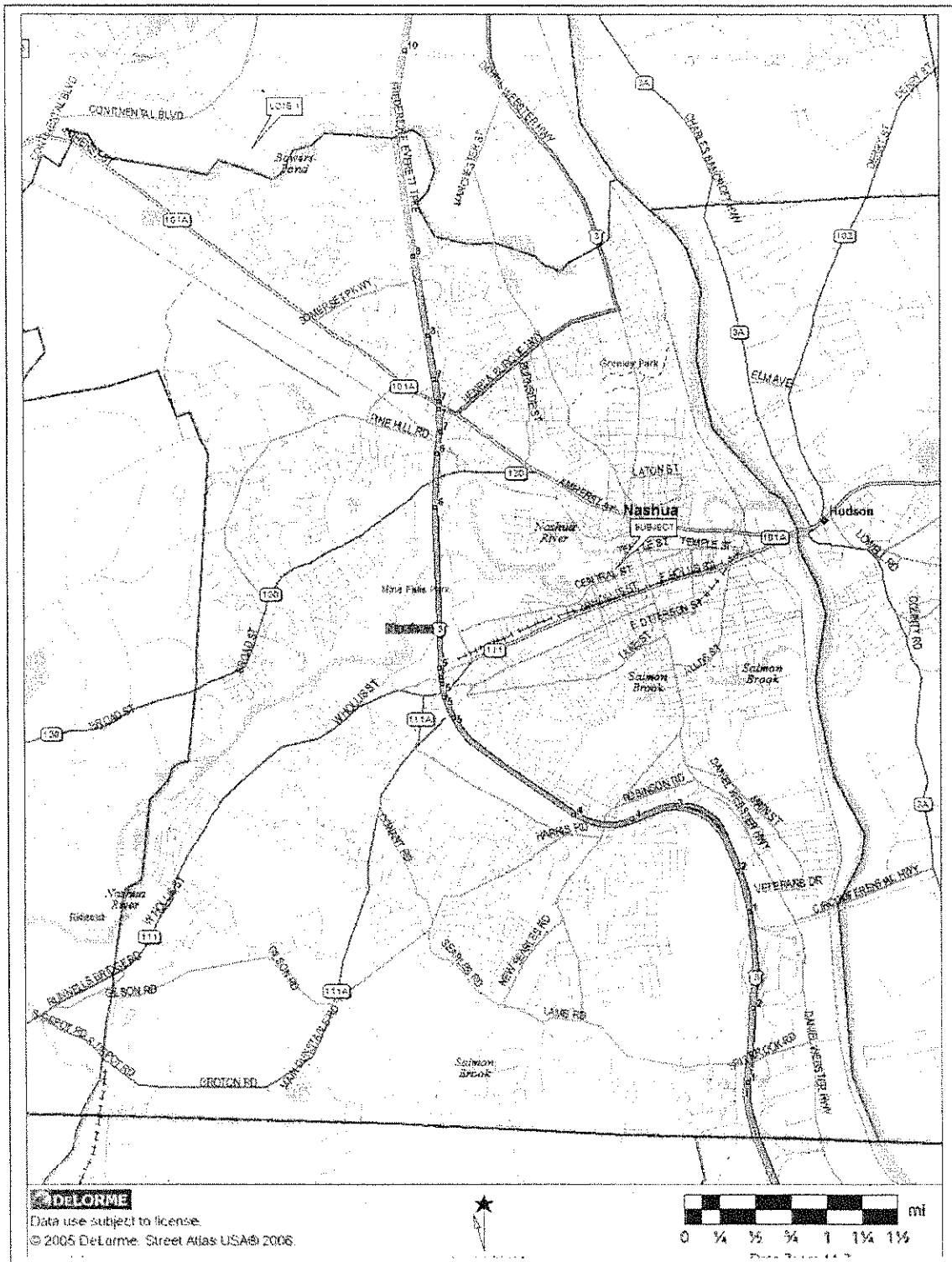
REGIONAL MAP



State of NH Property - Nashua District Courthouse

McMANUS & NAULT APPRAISAL CO., INC.

MUNICIPAL MAP



Slate of NH Property - Nashua District Courthouse

McMANUS & NAULT APPRAISAL CO., INC.

NEIGHBORHOOD ANALYSIS

A neighborhood is a group of complementary land uses; a congruous grouping of inhabitants, buildings, or business enterprises.⁵ The boundaries of the area are determined by the extent to which certain forces affect the value of surrounding properties in the same way that they affect the subject. This location influence often involves more than one form of land use.

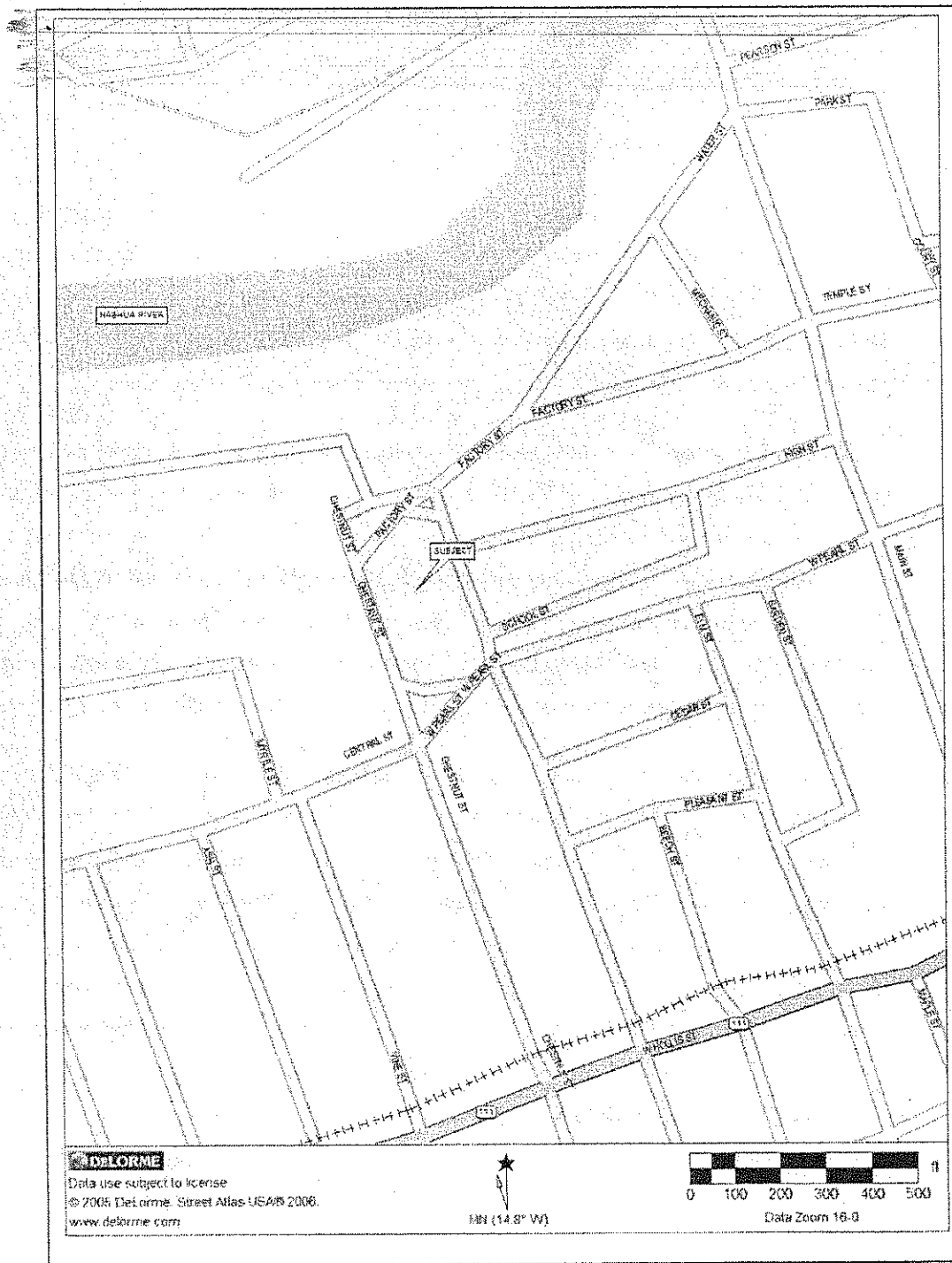
The appraised property is located west of Main Street and the central business district in Nashua, is bordered to the north via the Nashua River, and to the south via W. Hollis Street / NH Route 111. Roads in the neighborhood include Factory Street, Chestnut Street, and Walnut Street, which intersect in the vicinity of the subject property, and comprise 2 – 3 lanes of one-way traffic around the appraised. The area is known as the Walnut Street Oval.

The neighborhood is characterized by various, older commercial structures along Main Street, which is in the middle of Nashua's central business district. This includes a mixture of retail, and private and municipal office uses, generally all of which are occupied and well maintained. Municipal and government offices in or near the neighborhood include those of the City of Nashua, the Hillsborough County Registry and the subject former district court building. Extending west from Main Street, uses are a mixture of commercial, light industrial, and multi-family residential. There is a municipal parking lot on School Street, 500'± east of the subject.

A dominant neighborhood feature, in the northern area along the Nashua River, is the Clocktower Place mill conversion apartment complex. This high quality property includes 326 units, ranging in size up to 1,725 SF. The neighborhood includes two older, masonry industrial buildings utilized primarily for leased storage space, one five story and one eight stories. Other commercial users in the central portion of the neighborhood include an auto repair shop and several small, commercial users to include convenience stores, local restaurants and service providers. The neighborhood has transitioned some time ago from predominantly industrial (mill) use, and has an established mixed commercial, light industrial and multi-family residential use. Recent neighborhood activity includes the August 2010 sale of the 25,000± SF office building located at 19 Chestnut Street, considered further in the *Sales Comparison Approach*.

⁵ Dictionary, Page 242.

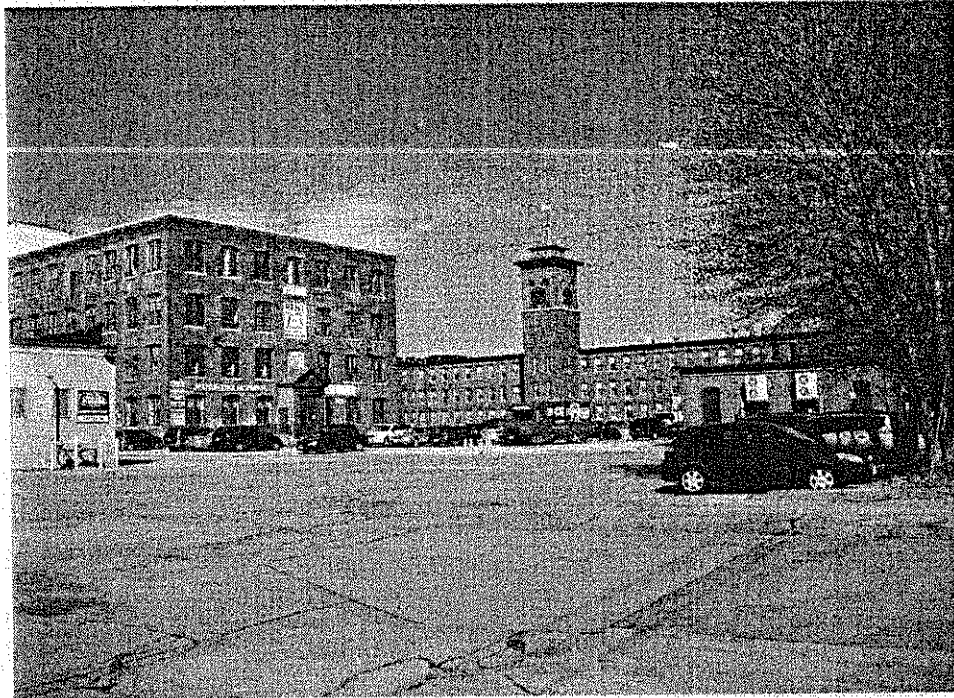
NEIGHBORHOOD MAP



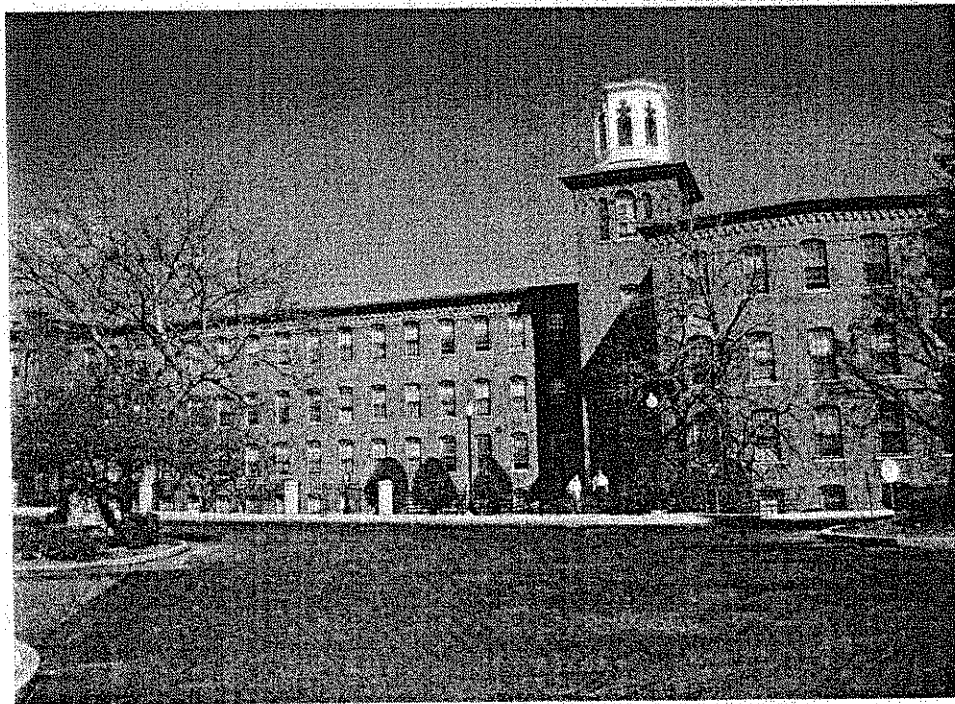
Slate of NH Property – Nashua District Courthouse

McMANUS & NAULT APPRAISAL CO., INC.

NEIGHBORHOOD PHOTOGRAPHS TAKEN BY KEVIN A. MCMANUS
On March 23, 2012 – Between the hours of 9:30 a.m. and 11:30 a.m.



#1 – A view of the mixed light industrial and multi-family residential conversion uses located opposite Factory Street from the appraised.



#2 – A closer view of the Clocktower Place high quality multi-family conversion property.

NEIGHBORHOOD PHOTOGRAPHS TAKEN BY KEVIN A. MCMANUS
On March 23, 2012 – Between the hours of 9:30 a.m. and 11:30 a.m.



#3 – A view southwesterly at (l. to r.) Walnut St., Central St. & Walnut St. Note the mixed retail & residential uses. The subject is located to the right of the area shown.



#4 – Looking westerly at the office and large scale storage uses located opposite Chestnut Street from the appraised. Note a portion of subject parking – foreground.

PROPERTY ANALYSIS

State of NH Property - Nashua District Courthouse

McMANUS & NAULT APPRAISAL CO., INC.

ZONING

The City of Nashua, New Hampshire last revised its Land Use Code in 2010. According to the assessment card, the appraised property is located in the D-1 Downtown District, and part of the Mixed Use Overlay District.

Uses which are permitted by right in the D-1 District include: accessory dwelling units, elderly housing, multi-family dwellings, single room occupancy dwellings, boarding houses, residential hotels, dormitories, hotels, auction sales, auto & truck rental, bakeries, banks, bars, barbershops, restaurants, candy manufacturing & sales, commercial uses in multi-family dwellings, consignment shops, convenience stores, department stores, dry cleaning, electrical supplies, landscape & farming supply, flea markets, florists, grocery stores & supermarkets, hardware stores, various leasing uses, other sales including computer & software, manufactured homes, medical equipment, motorcycles; nurseries, office buildings, pawnshops, pharmacies, professional services, real estate sales, restaurants, shopping centers under 25,000 SF, amphitheaters, aquariums, community centers, entertainment establishments, convention or conference use, fitness & recreation facilities, movie theaters, museums, private clubs, amusements, skating rinks, sports arenas, churches, community food services, day care facilities, municipal services, funeral homes, hospitals, medical offices, post offices, schools, social assistance, bus stations, parking lots, utilities, agricultural uses, forestry & commercial greenhouses.

Dimensional Requirements in the D-1 District call for a minimum rear setback of 10', a maximum of 6 stories, and maximum height of 90'. There are no minimum lot sizes or frontage requirements in this District.

The Mixed Use Overlay District places emphasis upon the ability of a proposed use and an existing use to co-exist. Development proposals in the M U Overlay District warrant the applicant to provide an analysis of health & safety impacts, economic & property value impacts, and traffic & parking impacts.

The present subject use is considered to be a legal, conforming use.

ASSESSMENT AND TAXES

The City of Nashua, New Hampshire Assessor's Office has provided the following information relative to the subject property.

OWNER: The State of New Hampshire
ADDRESS: 25 Walnut Street
Nashua, New Hampshire 03061

TAX MAP/LOT: 80 / 93

2011 ASSESSED VALUES:

Land:	\$174,400
Buildings & Site Improvements:	<u>\$1,462,400</u>
Total:	\$1,636,800
Indicated Market Value:	\$1,552,941
2011 Tax Liability:	\$34,323.70 ⁶

Assessed values in Nashua have been estimated by the New Hampshire Department of Revenue Administration to be approximately 105.4% of market value as of 2011. The current Nashua tax rate is \$20.97 per \$1,000 of valuation. The effective tax rate is therefore 1.990% of the equalized market value.

The above-mentioned assessed valuations have not been relied upon as an indication of market value.

⁶ The appraiser is unaware if the present, governmental owner pays real estate taxes to the City of Nashua, however, the above is an accurate description of the present tax burden for a non tax-exempt owner.

SITE ANALYSIS

LOCATION

The subject property is designated as Map 80, Lot 93 by the City of Nashua. The subject is bordered to the north by Factory Street, westerly by Chestnut Street, southerly by West Pearl Street and easterly by Walnut Street. The area is known as the Walnut Street Oval.

PHYSICAL CHARACTERISTICS

According to a survey completed by Hamilton Engineering, the subject encompasses 48,276 SF / 1.11 acres. The appraised is an oval shape with maximum distance north to south of 290'± or east to west of 190'±. The site is entirely level with total perimeter (road front) of 810'±. There is a single curb cut along the center of the western (Chestnut Street) frontage. There is a small traffic island with granite curbs in the center of the curb cut, separating incoming and outgoing traffic.

HILLSBOROUGH COUNTY SOILS SURVEY REPORT

The Hillsborough County Soils Survey indicates that the entirety of the subject parcel has been altered by past development and is "Urban Land". The property is located entirely outside of any flood area as indicated on Flood Insurance Rate Map #33011CO514E, dated April 18, 2011.

SITE IMPROVEMENTS

The property includes a total of 45 paved, striped, lighted parking spaces, generally along the southern half of the lot, to include in a semi-circle along the southern end of the oval. An approximate 10' wide grass landscaped area bordered by granite curbing is located along most road front. Granite curbing with landscape yews separate rows of parking nearest the building.

UTILITIES

The appraised has municipal water and sewer service, electricity and telephone service. There is a 3,000 gallon, composite construction, underground oil storage tank installed in August 1994. Documentation provided by the client indicates the tank has undergone regular testing and found compliant, most recently in July 2011.

SITE ANALYSIS (CONT.)

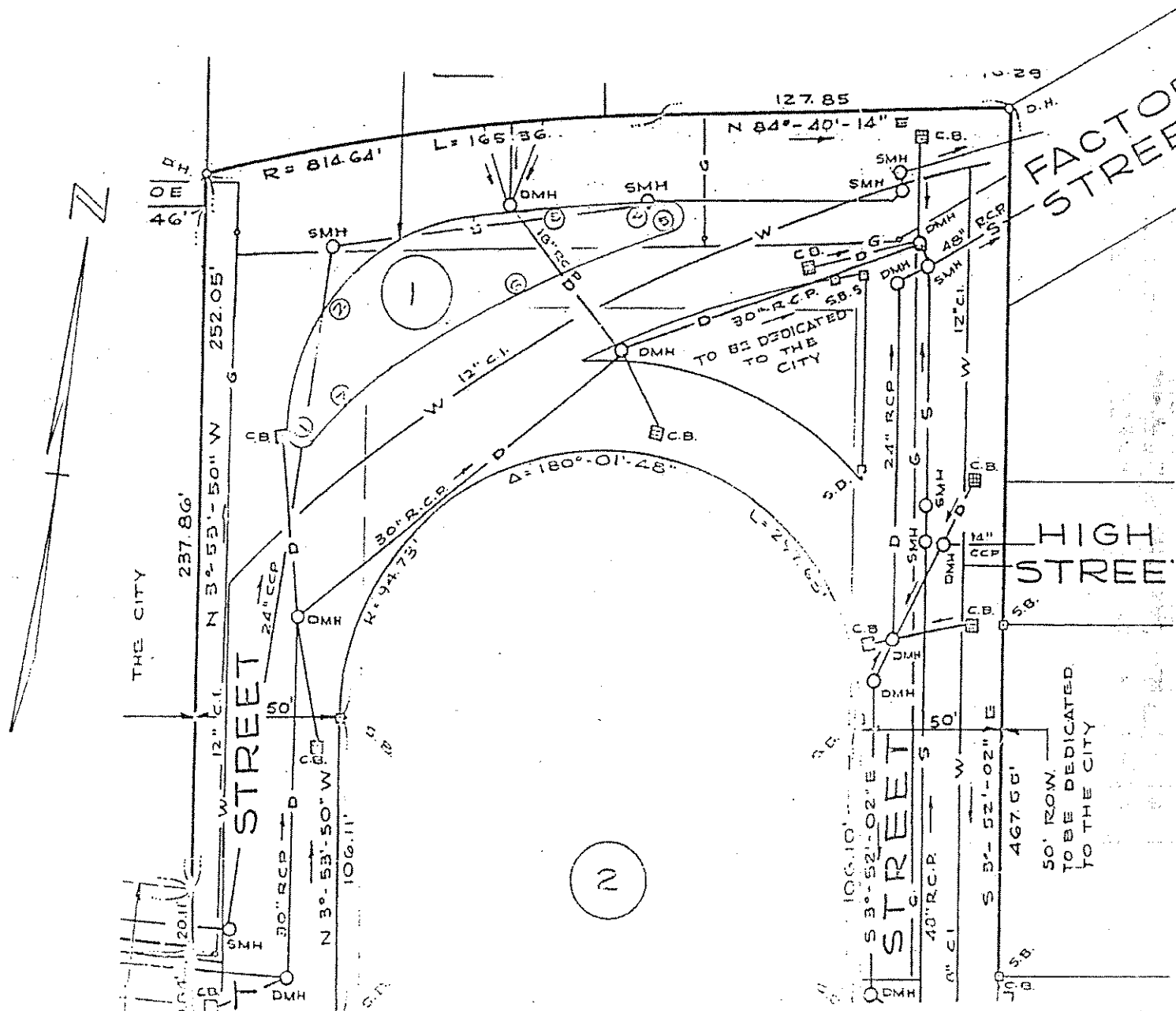
ENVIRONMENTAL CONCERNS

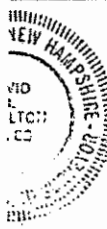
While the appraiser is not qualified to detect the presence of hazardous materials, nothing was noted during the course of the inspection that would indicate the presence of hazardous materials. It should be understood, however, that detecting the presence of such materials requires the services of a professional engineer, and the appraiser assumes that no hazardous materials are actually present. Since there were no obvious or apparent problems, I am appraising the property under the assumption that there are no such materials present.


RESTRICTIONS AND EASEMENTS

The subject legal description makes no reference to easement or restrictions, and none are known to exist. There are no easements, deed restrictions, or mineral rights affecting the subject in a manner that either enhances or detracts from its value.

SITE PLAN





APPROVED - PLAT	
DATE: <u>1-12-1979</u>	
CHM. PLANNING BOARD NASHUA, N. H.	
DATE: <u>1-12-1979</u>	
SUBDIVISION PLAN FOR DISPOSITION PARCELS	
MYRTLE STREET PROJECT	
NASHUA HOUSING AUTHORITY CITY OF NASHUA HILLSBOROUGH COUNTY - NEW HAMPSHIRE	
SCALE:	
DECEMBER 27, 1972	PROJECT NO. N.H. R-9
HAMILTON ENGINEERING ASSOCIATES, INC. NASHUA, NEW HAMPSHIRE	
PLAN 6 DRAWER 2	

DESCRIPTION OF IMPROVEMENTS - INTRODUCTION

The subject is improved with a 2 story office building constructed for municipal (courthouse) use, detailed in the following subheadings.

Year Built: 1979
Actual Age: 33 Years
Effective Age: 15
Remaining Economic Life: 35
Building Area: 19,459 SF Above Grade
9,451 SF Basement
28,910 Gross Building Area

Exterior:

Style: 2 story, flat roof
Framing: Steel
Basement: Full
Exterior Wall Finish: Masonry
Roofing: Flat roof with membrane finish. Includes drainage system.
Windows: Generally oversized, aluminum clad, "ribbon" windows.
Access: The exterior front entrance includes a wide, concrete staircase with metal rails and a handicap accessible ramp.

Systems:

Heating & Cooling: Heating via (2) De Dietrich brand, 800,000 BTU, oil-fired boilers. A/C via roof-mounted York brand package units. All HVAC systems are computer-controlled.
Plumbing: The building includes an adequate number of public restrooms on the 1st & 2nd floors, all of which have good quality ceramic tile floors and walls. There are 6 cells on the basement level,

DESCRIPTION OF IMPROVEMENTS (CONT.)

each with wall mounted, one piece sink and toilet with remote-controlled flush.

Electrical:

A 600 V. main entrance adequate to serve the needs of the building for its designed use. Includes a gas fired, 100 KW back-up generator with push button start.

Emergency:

There are smoke detectors with connection to the fire department. There are security cameras in the 1st floor lobby. The building does *not* have a wet sprinkler system. (Impact of lack of this system to be considered later in this analysis).

Lighting:

Generally 4' recessed florescent with covers integrated in the suspended ceiling. Lobbys have recessed incandescent and surface-mounted incandescent "cans". Courtrooms have recessed incandescent and indirect lighting.

Conveyance:

The building has a Dover brand, 2,500 lb capacity, hydraulic elevator, servicing all three floors. There is a 300# capacity dumb-waiter servicing all floors.

Interior:

Walls:

Painted gypsum throughout.

Ceilings:

Largely 2' by 4' suspended acoustical. Courtrooms include coffered, painted gypsum ceilings.

Flooring:

Largely commercial grade wall to wall carpet on upper floors and 1' vinyl tile on the basement level. Public baths have ceramic tile and 1st floor lobby has tile.

Physical Deterioration

The building is of uniform good quality of construction and in good condition, with an interior and exterior appearance similar to good quality, class D municipal office construction. Interior cosmetic finishes in the 1st & 2nd floor lobbies and the courtrooms are above average and

DESCRIPTION OF IMPROVEMENTS (CONT.)

in good condition. The building has received an above average level of systems & exterior maintenance in its life, however, there has been a minimal amount of interior upgrade or remodeling since construction.

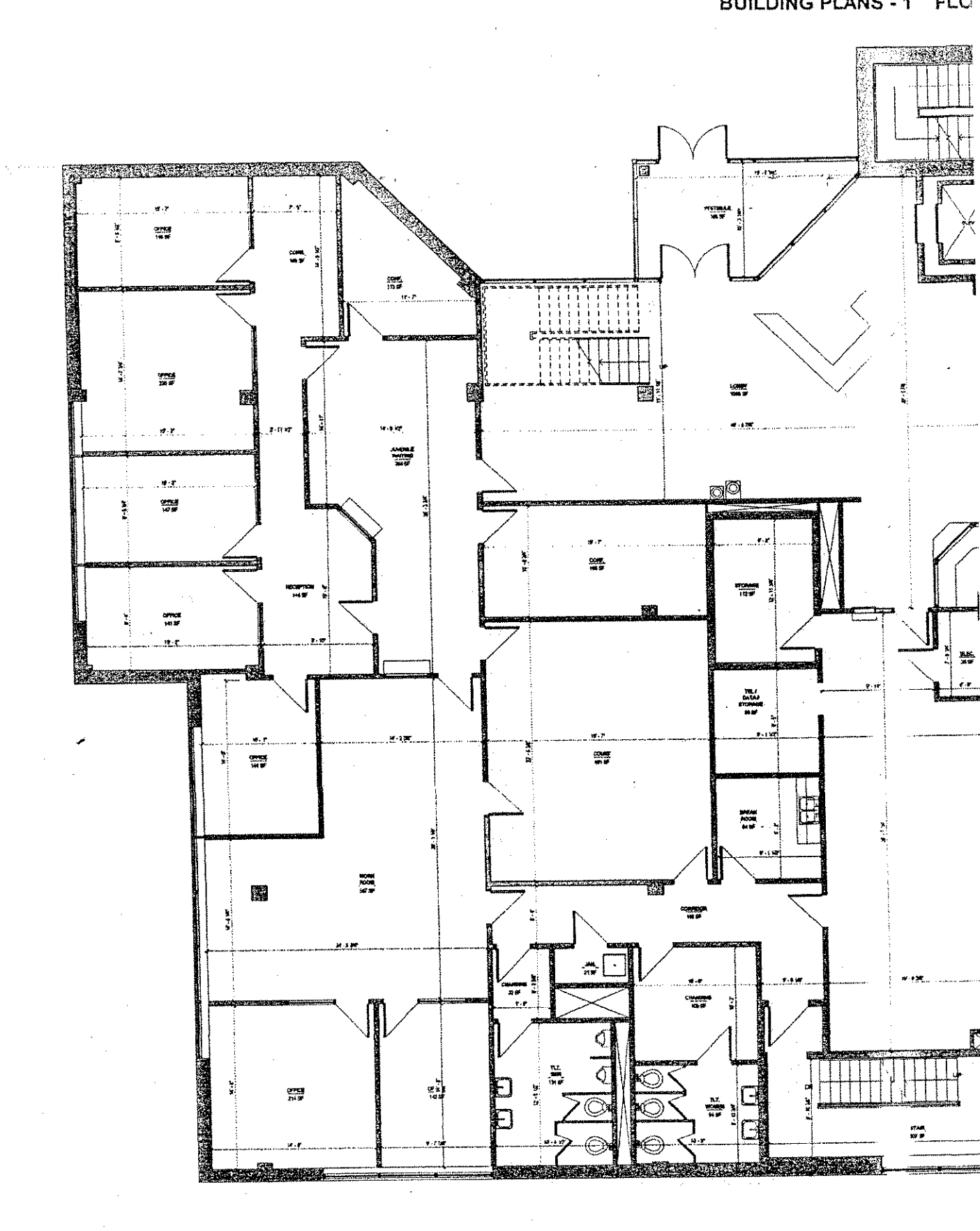
Functional Obsolescence

The subject has functioned as the district courthouse with supporting office space, with a full basement including jail and largely storage space, until vacated in the recent past. The structure has the exterior appearance of a typical, 30± year old office building. The 1st & 2nd floor lobbies include abundant natural light with elevator access and a relatively attractive, open stairway. The interior finish has received a minimal amount of cosmetic updating, however. The building floor plans vary from a typical modern, multi-tenant office building. The building is considered to be reasonably adaptable to more typical office quality and layout, however. The open courtrooms, in particular, would warrant redesigning by most potential users. The semi-finished, entirely below-grade basement level is considered useful primarily for storage use. It is noted such space does not add value to the degree of office space.

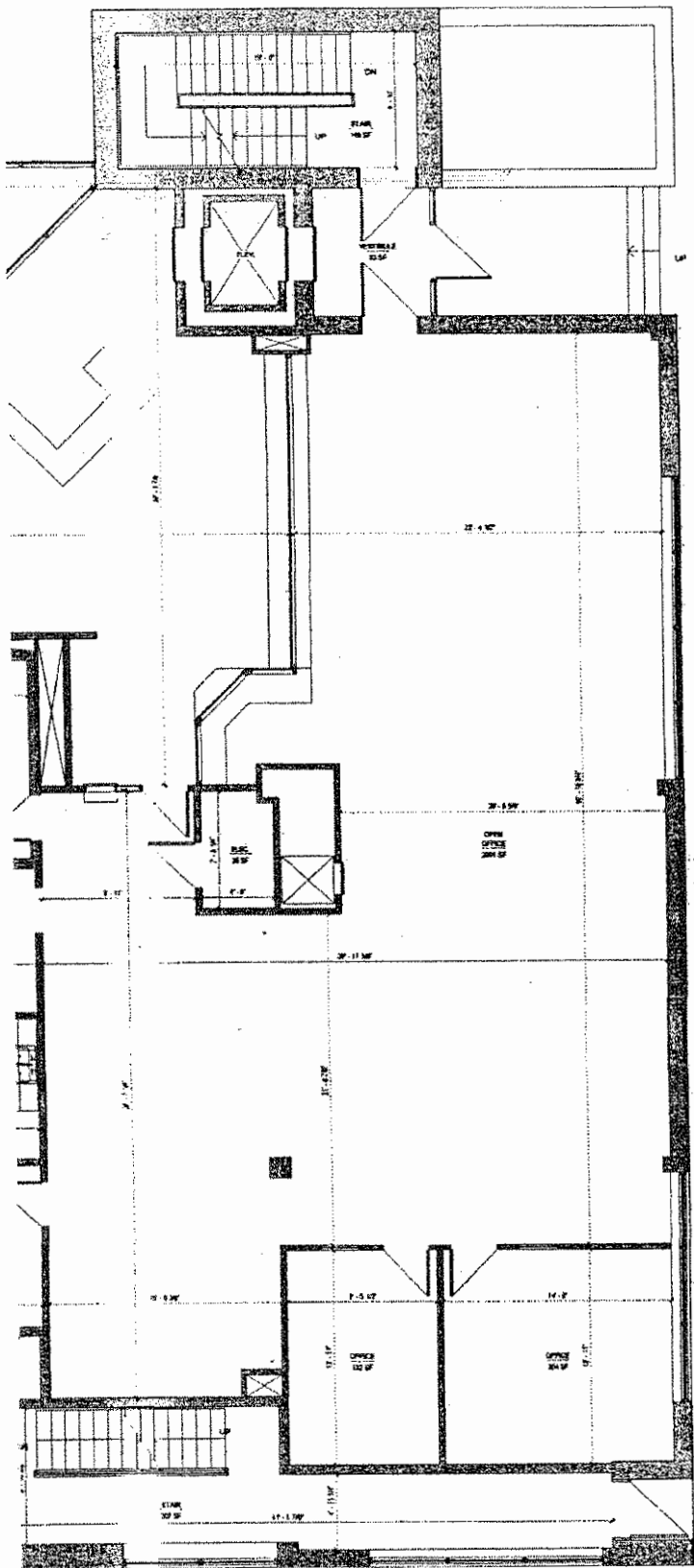
Locational Obsolescence

Location off of the central business district is desirable for some users, however, the market for downtown office space is considered somewhat less desirable than locations with more convenient highway access to include Amherst Street or Spit Brook Road in Nashua. The market for office space in Nashua overall is relatively slow as of the date of value, with city-wide vacancies reported to be 23%. Several recent office transfers had vacancy rates as high as 75%.

BUILDING PLANS 1ST FLO



REV. 12/21/1



Total Area This Floor: 9,451 SF

D _____

Client Name

E

NASHUA
DISTRICT COURT
FLOOR PLANS

25 Walnut Street, Nashua, NH, 03090

F

NO.	DESCRIPTION	DATE

G

H

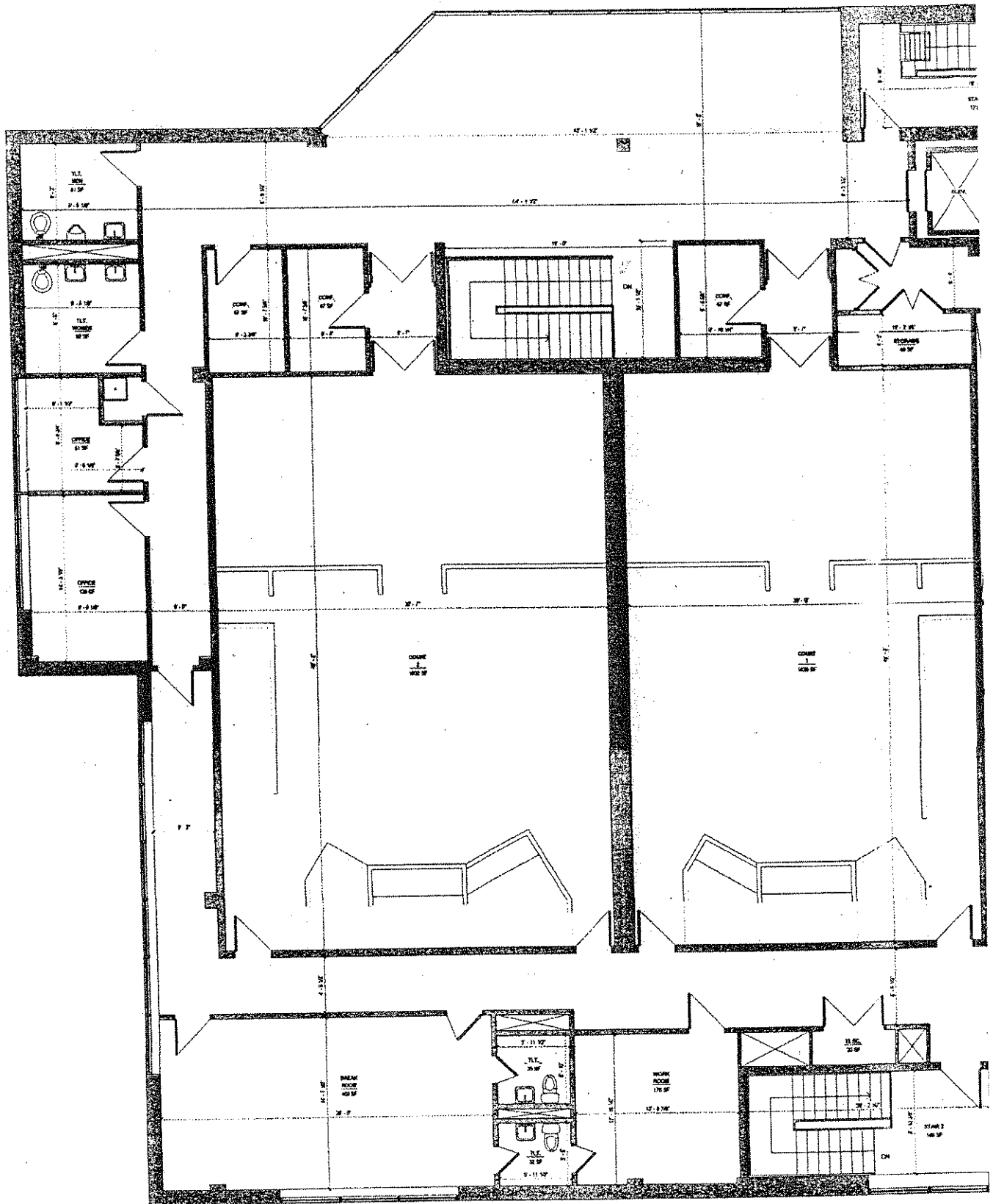
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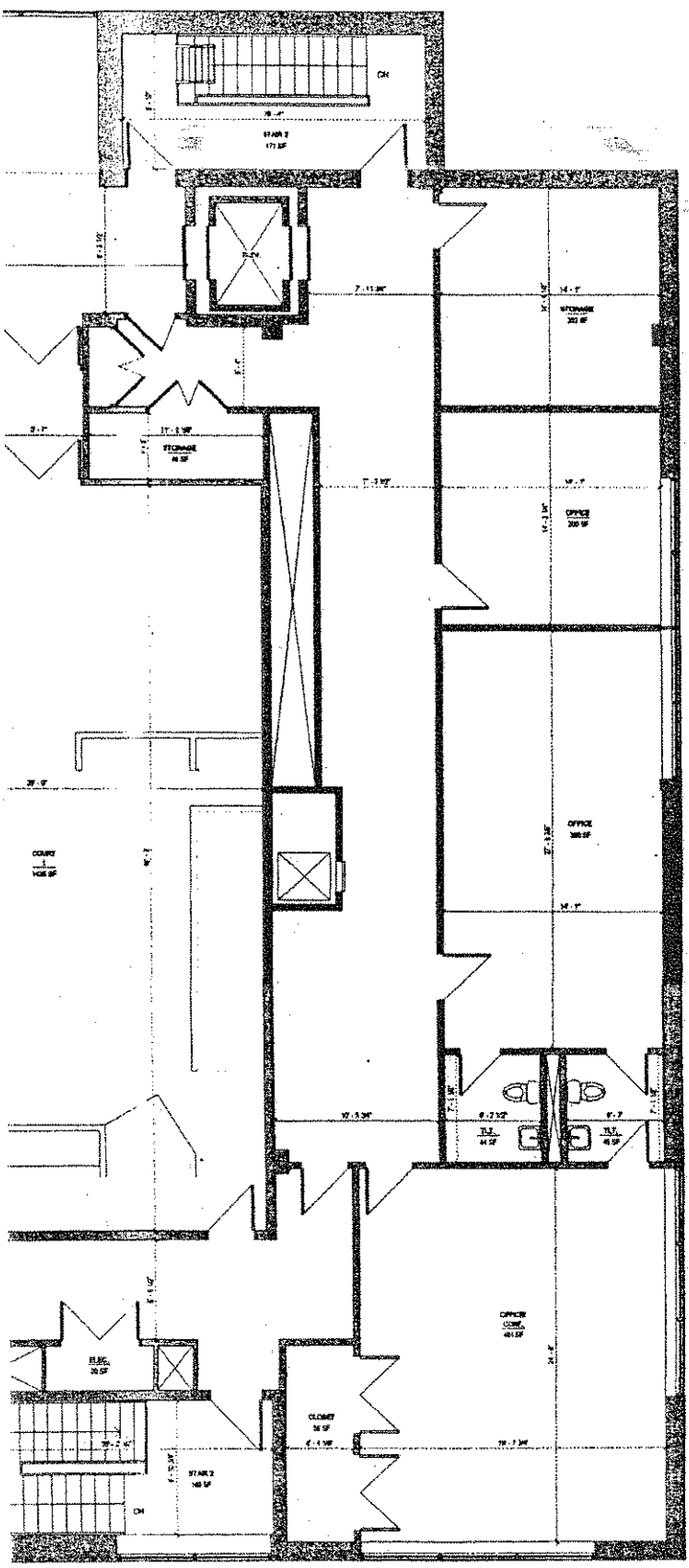
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BUILDING PLANS - 2ND FLOOR





Total Area This Floor: 10,008 SF

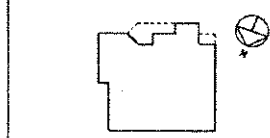
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Client Name

E
**NASHUA
DISTRICT COURT
FLOOR PLANS**

25 Walnut Street, Nashua, NH, 03060

F

NO.	DESCRIPTION	DATE



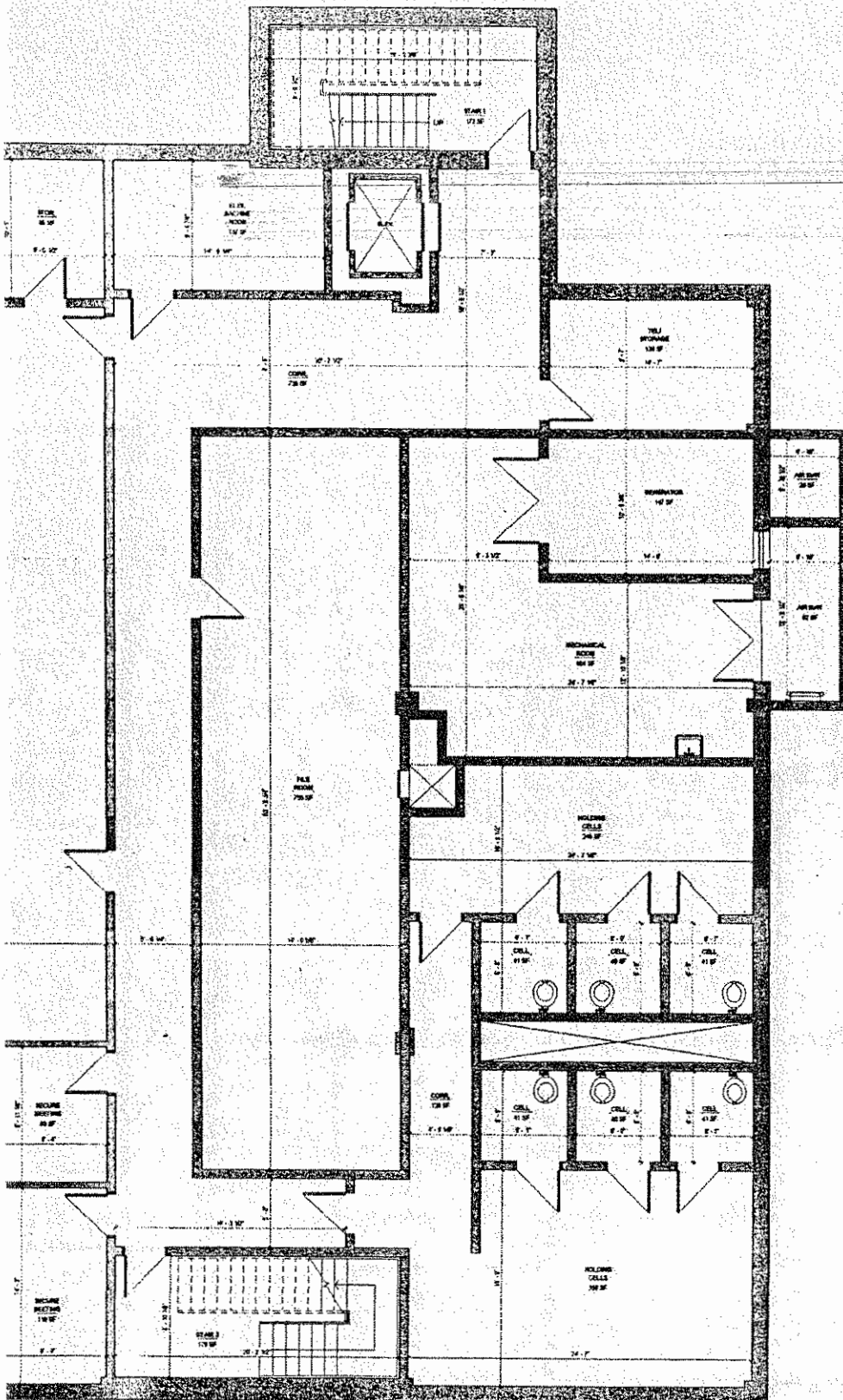
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CONTENT:	
LEVEL 2 - PLAN	
DRAWN BY:	JS
PROJECT NO:	620
DATE:	10/1/00
INVEST:	
SCALE:	As indicated
A1.2	
Project Name	
COPYRIGHT © 2011 BY LAMAR CORPORATION. ALL RIGHTS RESERVED.	


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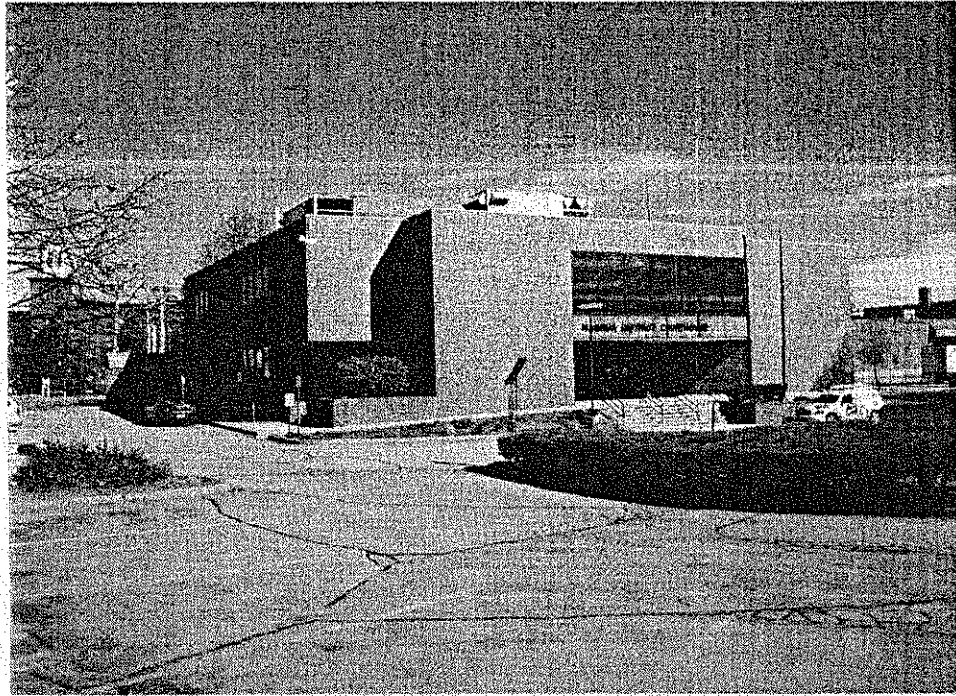




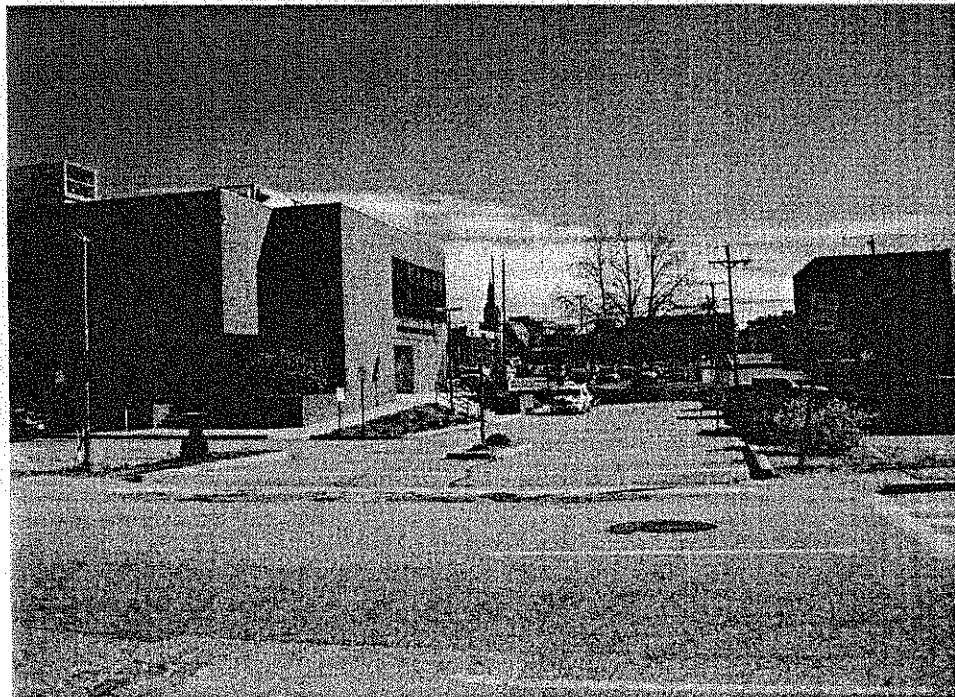
Total Area This Floor: 9,541 SF

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E	<div style="margin: 20px auto; width: 80%;"> <h2 style="margin: 0;">NASHUA DISTRICT COURT FLOOR PLANS</h2> </div>																																	
	25 Walnut Street, Nashua, NH, 03060																																	
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SUBJECT PHOTOGRAPHS TAKEN BY KEVIN A. MCMANUS
On March 23, 2012 – Between the hours of 9:30 a.m. and 11:30 a.m.



#1 – A view of the subject front and western elevation, as seen from the parking area.



#2 – A view easterly from opposite Chestnut Street at the curb-cut onto the subject property.

SUBJECT PHOTOGRAPHS TAKEN BY KEVIN A. MCMANUS
On March 23, 2012 – Between the hours of 9:30 a.m. and 11:30 a.m.

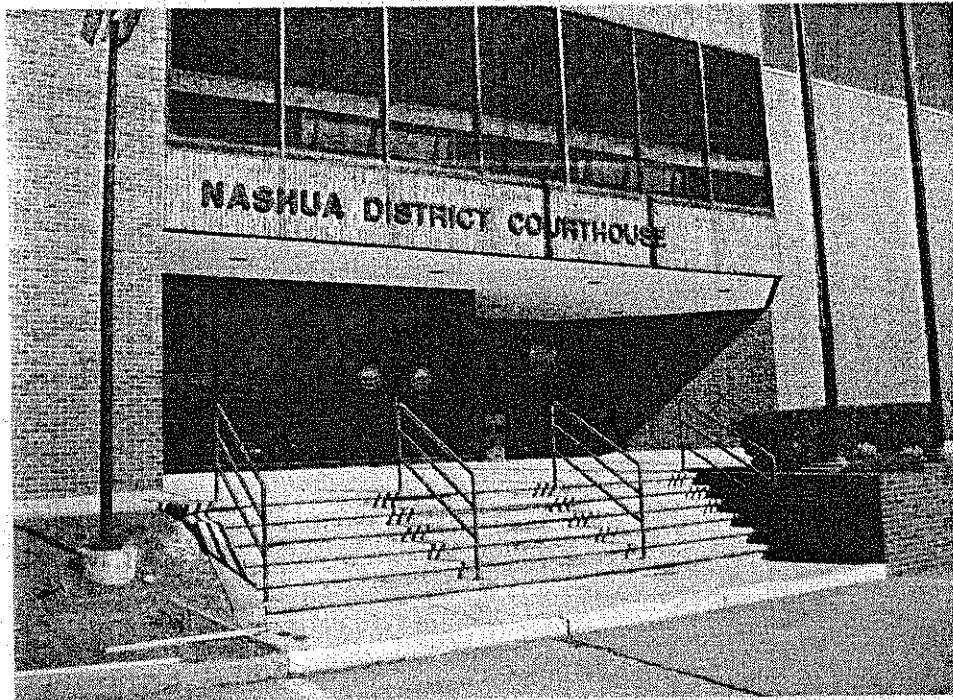


#3 – Looking from the subject roof toward the primary parking area. Note parking spaces in a semi-circle along Walnut Street.

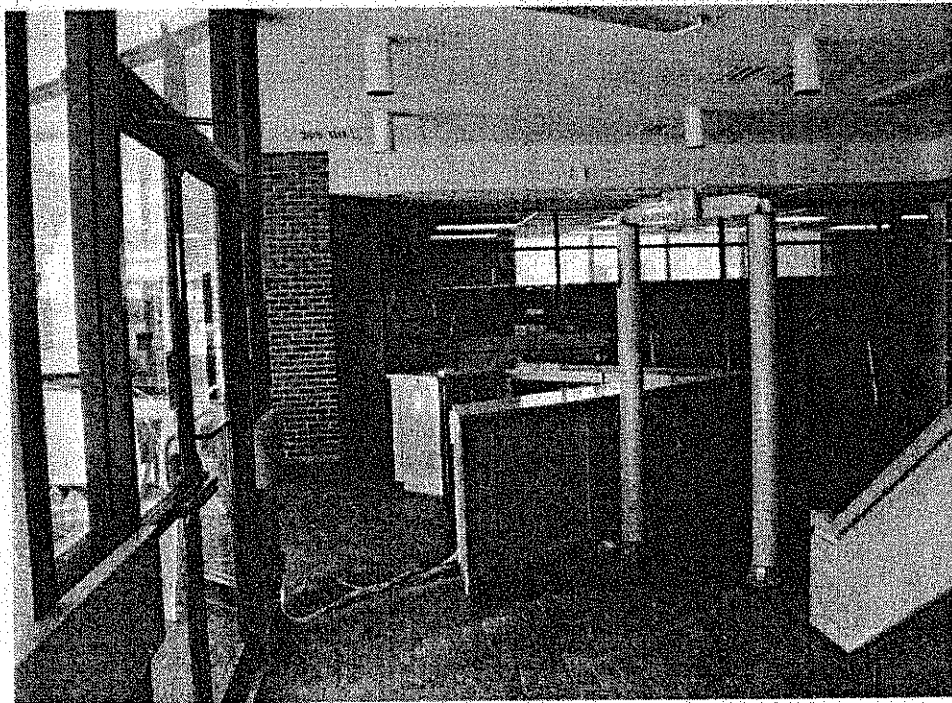


#4 – Looking at the subject eastern elevation, as seen from opposite Walnut Street.

SUBJECT PHOTOGRAPHS TAKEN BY KEVIN A. MCMANUS
On March 23, 2012 – Between the hours of 9:30 a.m. and 11:30 a.m.



#5 – A close-up of the main entry.

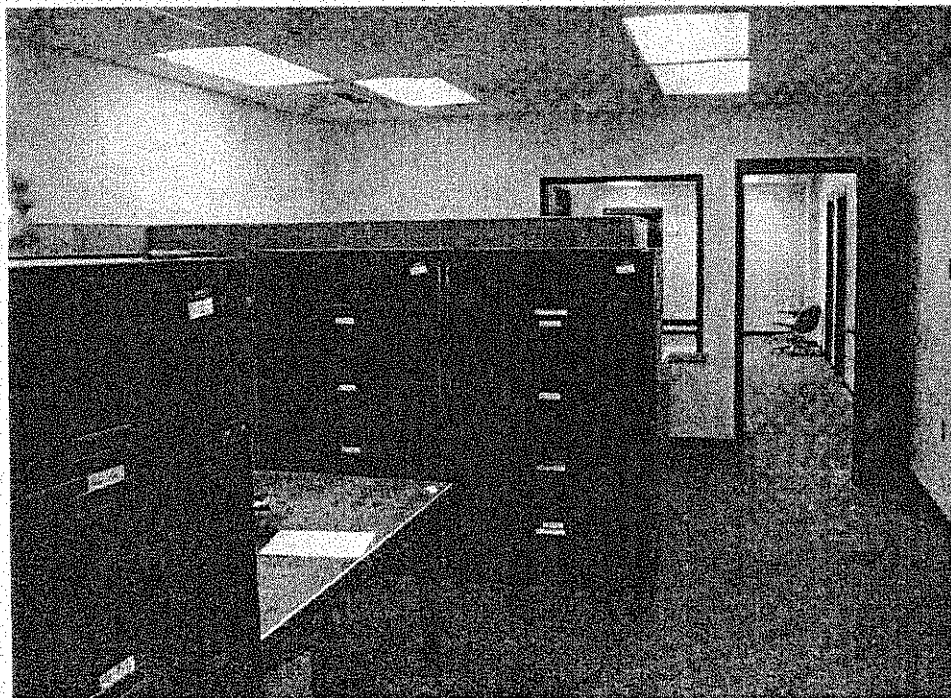


#6 – A view inside the entry lobby. The "archway" on the right is a metal detector.

SUBJECT PHOTOGRAPHS TAKEN BY KEVIN A. MCMANUS
On March 23, 2012 – Between the hours of 9:30 a.m. and 11:30 a.m.



#7 – A view of the open stairway found off the lobby.

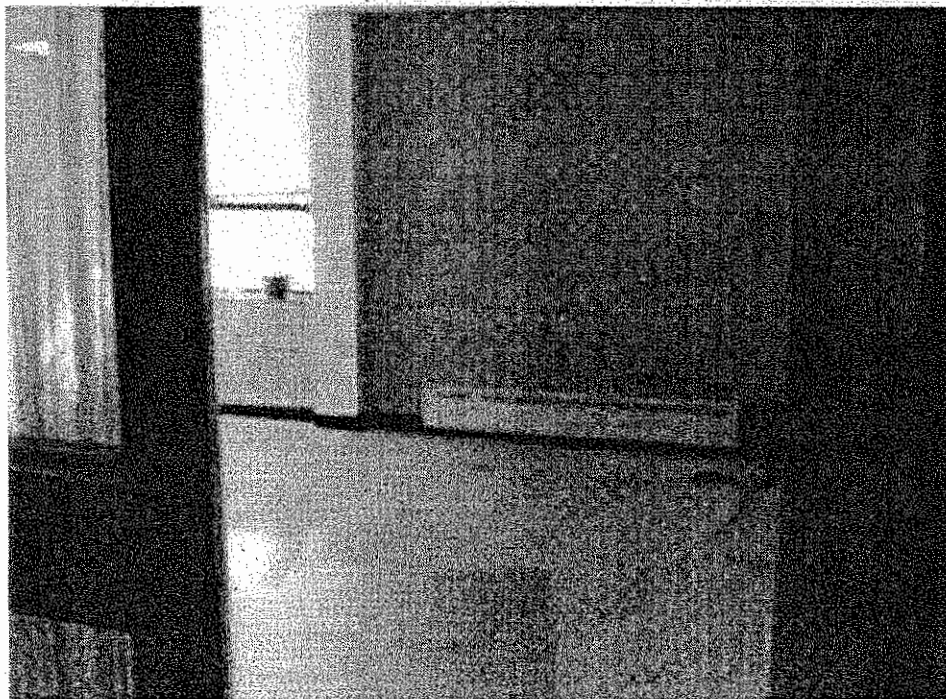


#8 – A view of a 1st floor level work room.

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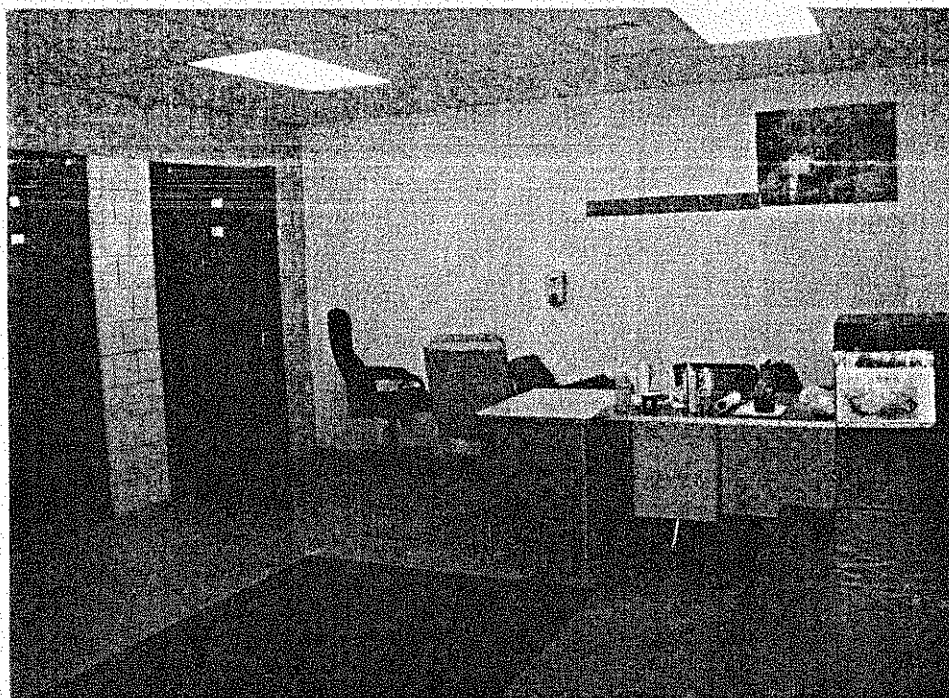


#9 – A view of the room which was used as the Juvenile Court waiting area.

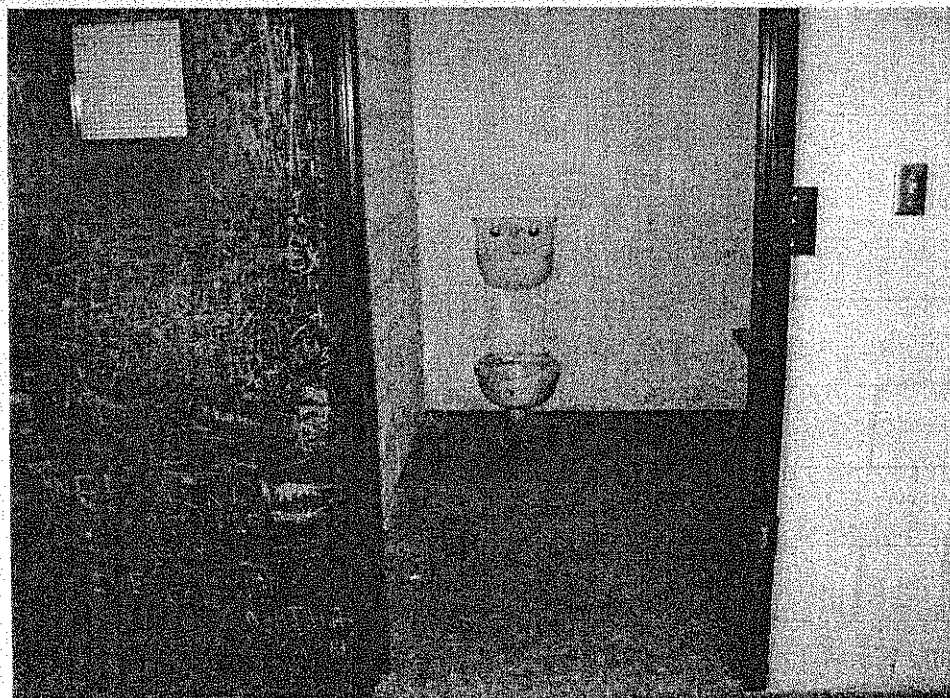


#10 – Looking toward a small, 1st floor level office.

SUBJECT PHOTOGRAPHS TAKEN BY KEVIN A. MCMANUS
On March 23, 2012 – Between the hours of 9:30 a.m. and 11:30 a.m.

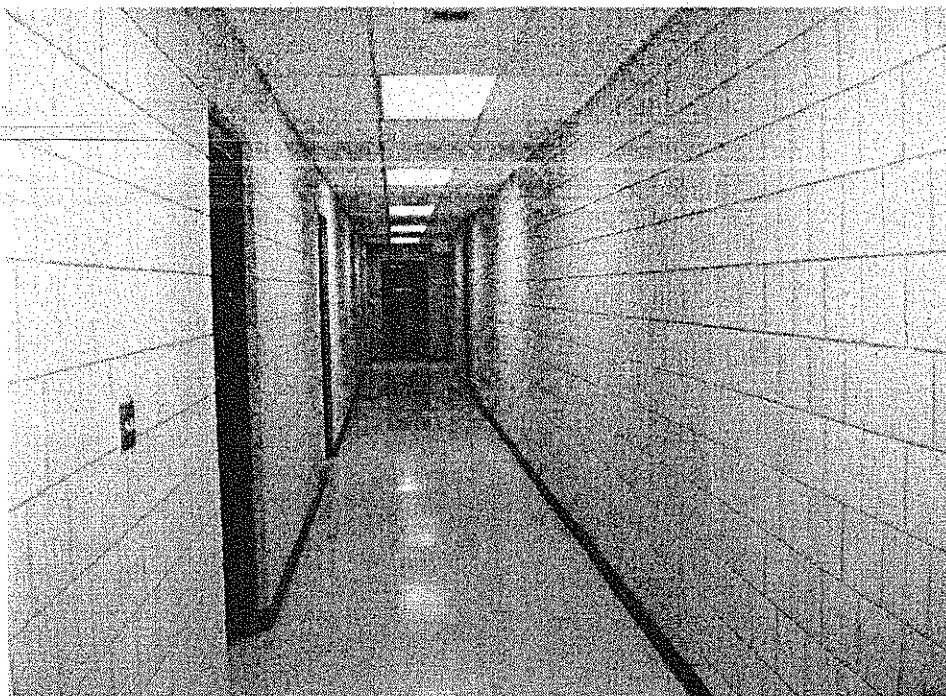


#11 – Looking within the basement level holding cell. Note cell doors – left.

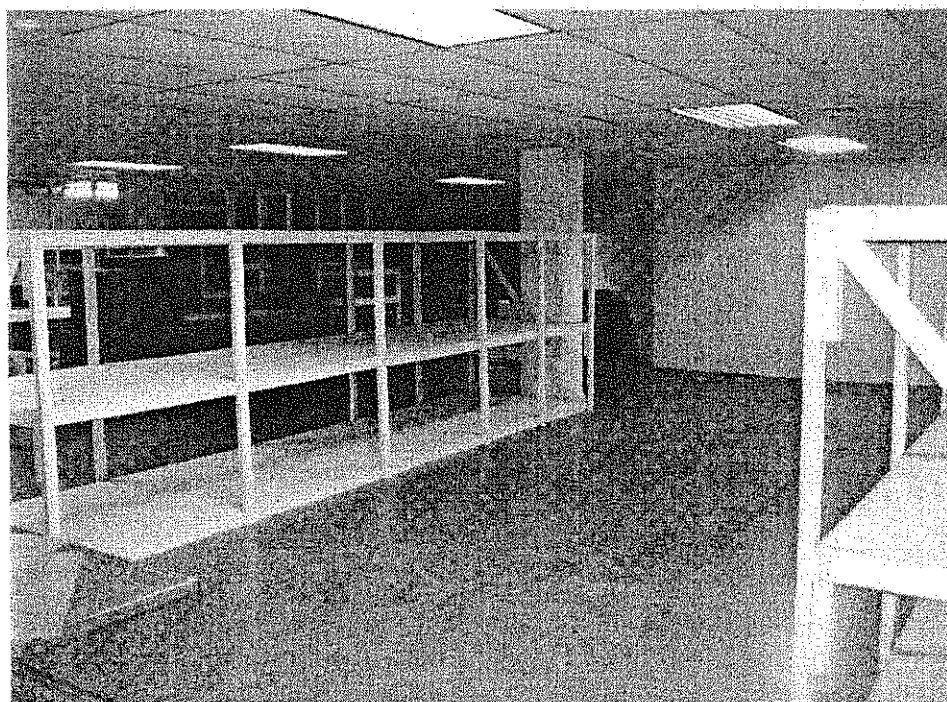


#12 – A view toward one of the six cells.

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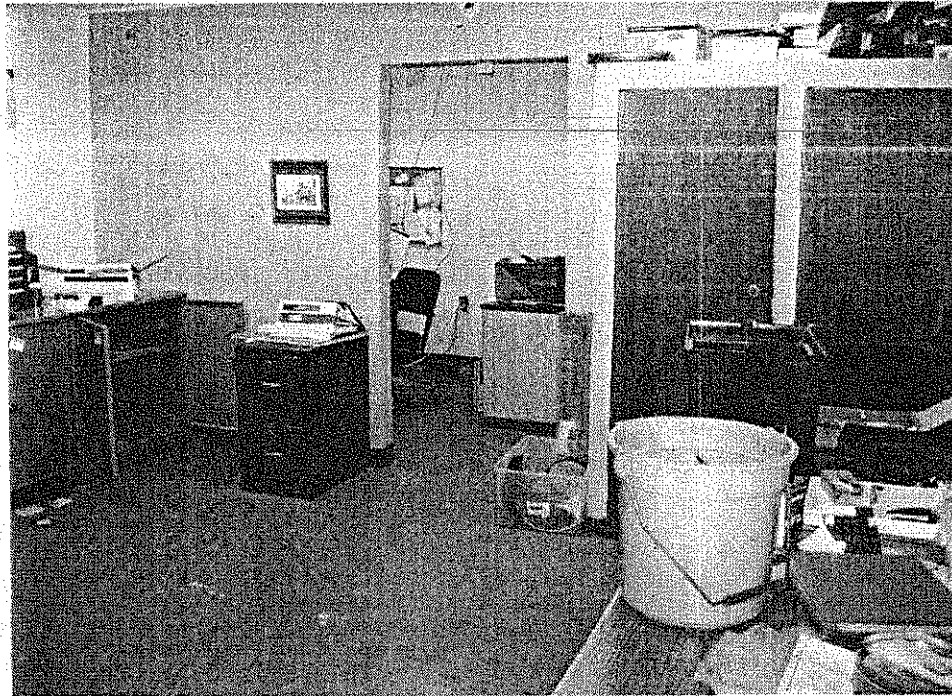


#13 – A view along the central, basement level hallway.

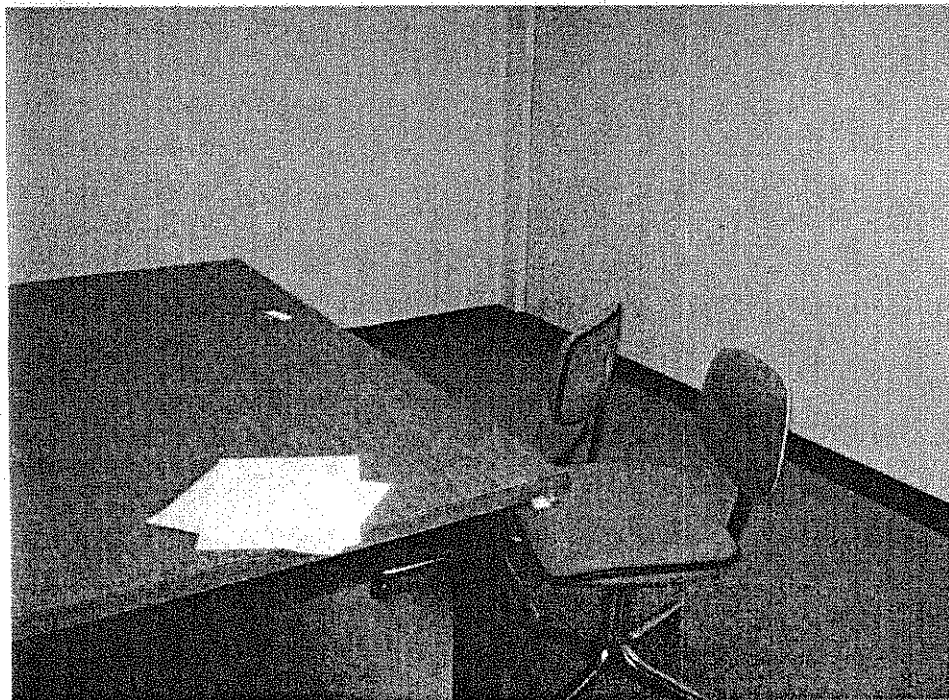


#14 – A view within the largest storage area.

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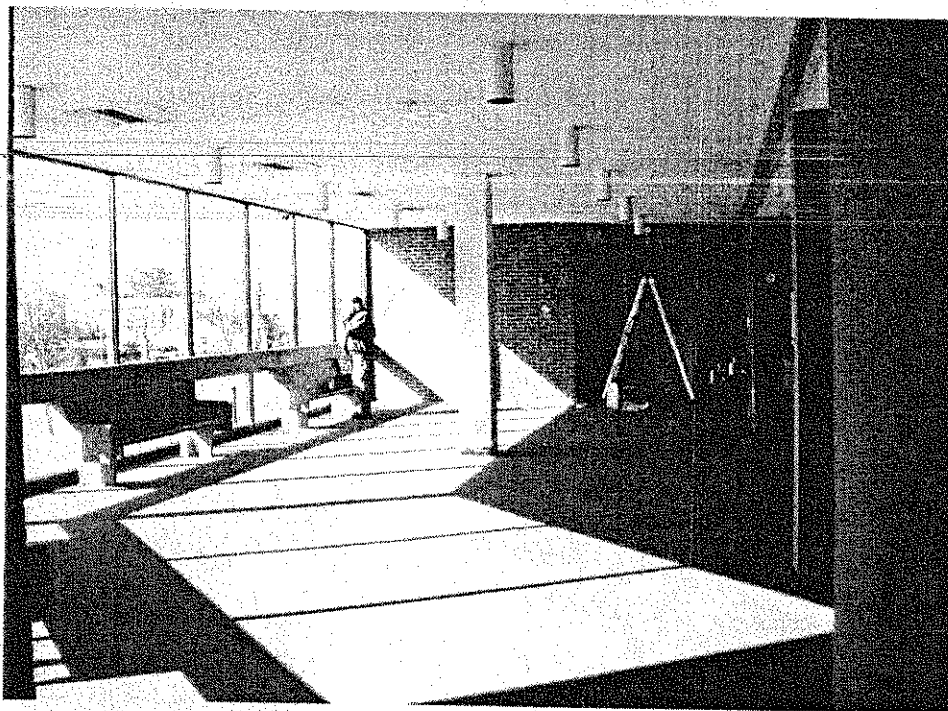


#15 -- Looking with the maintenance office.

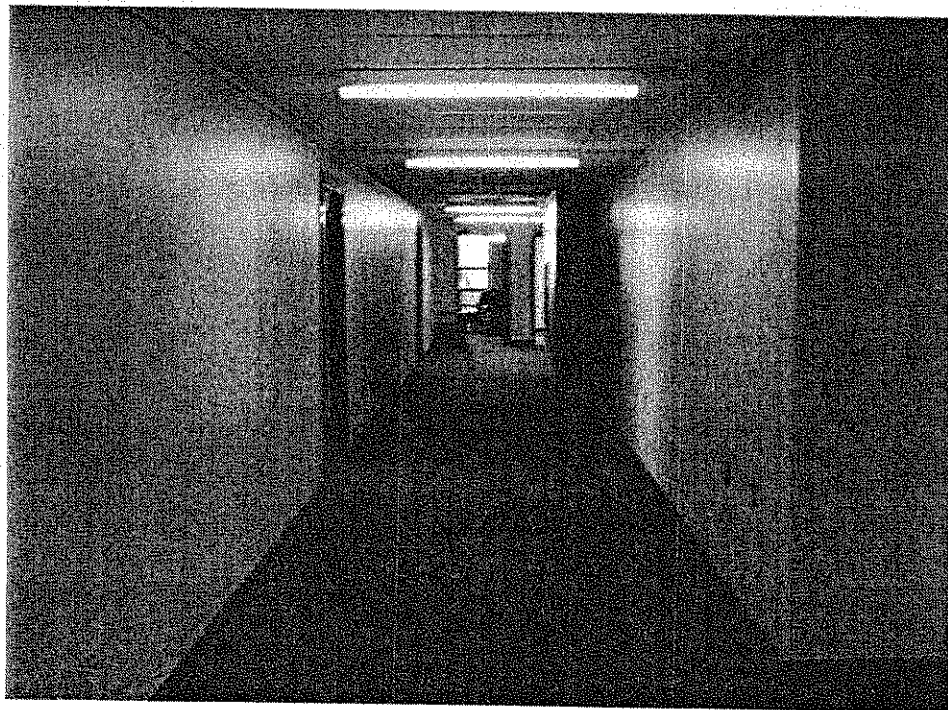


#16 -- Looking within one of 2 small, basement level, secure meeting rooms.

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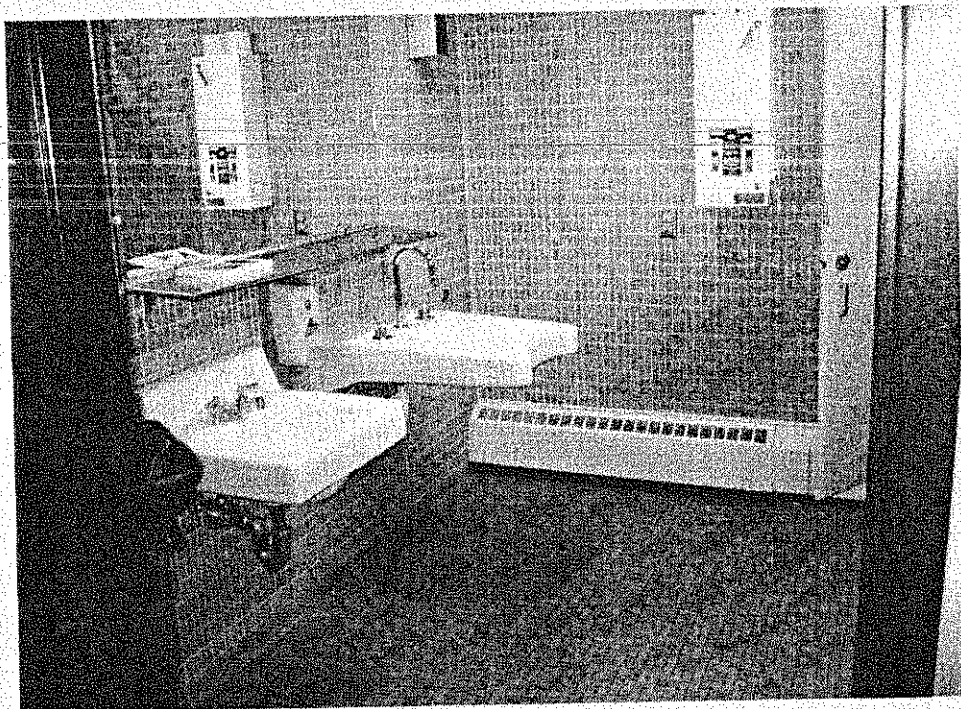


#17 – Looking across the 2nd floor level lobby. The entrance to both courtrooms is to the right.

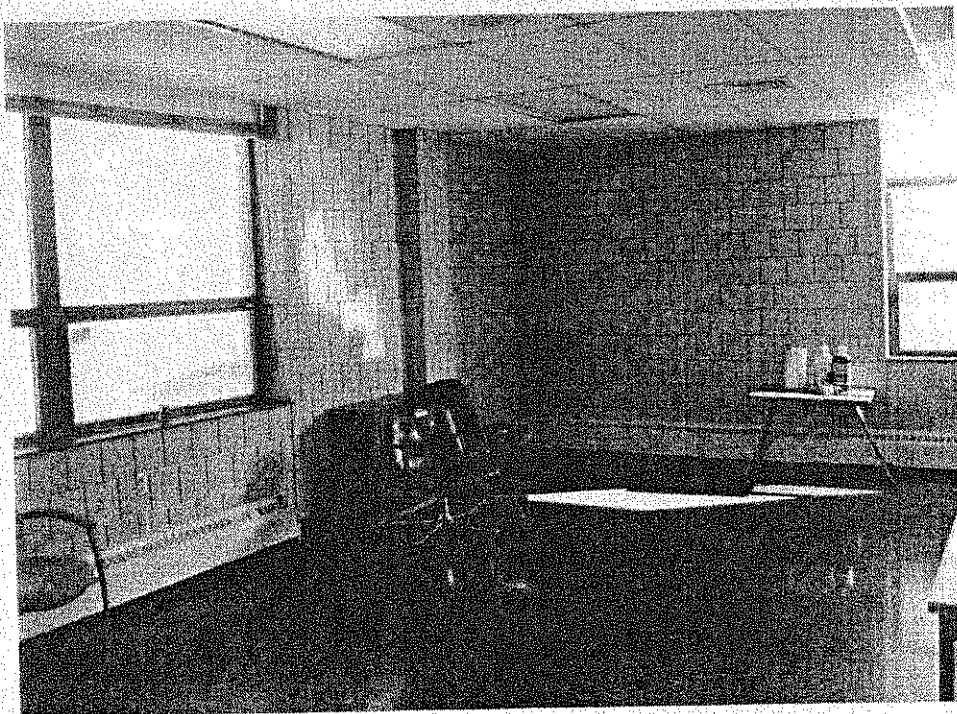


#18 – A view of the hallway to the rear of the courtrooms.

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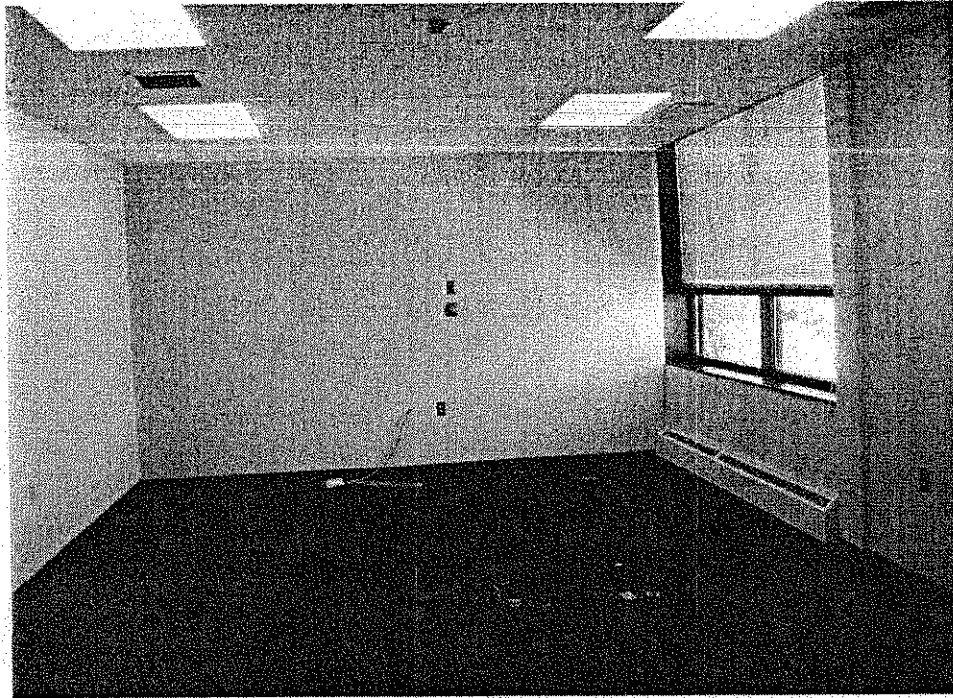


#19 – Looking at a typical public bathroom.

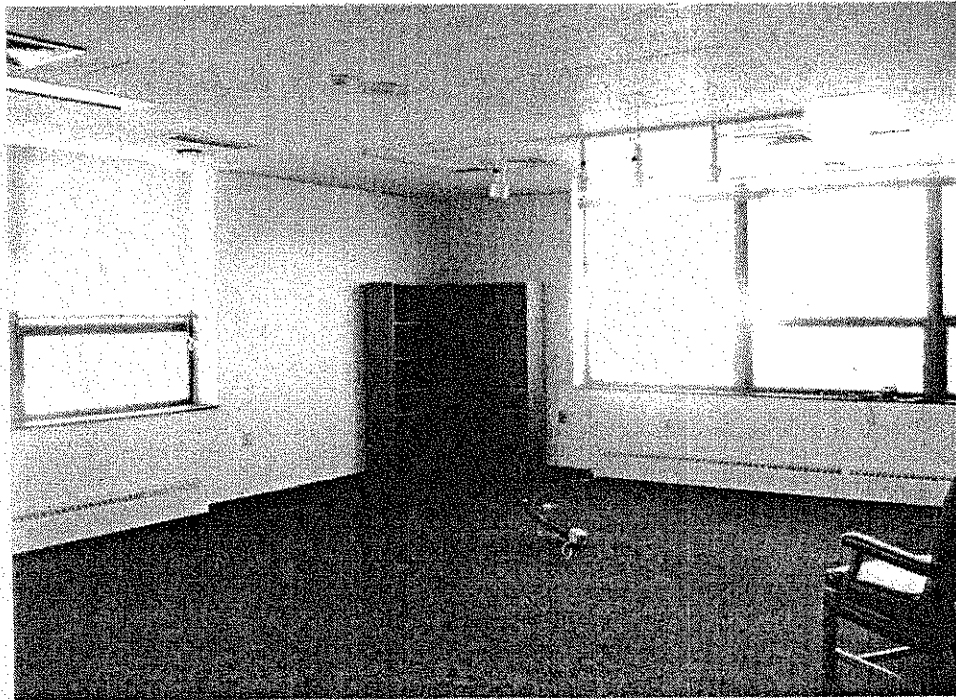


#20 – A view within the 2nd story breakroom.

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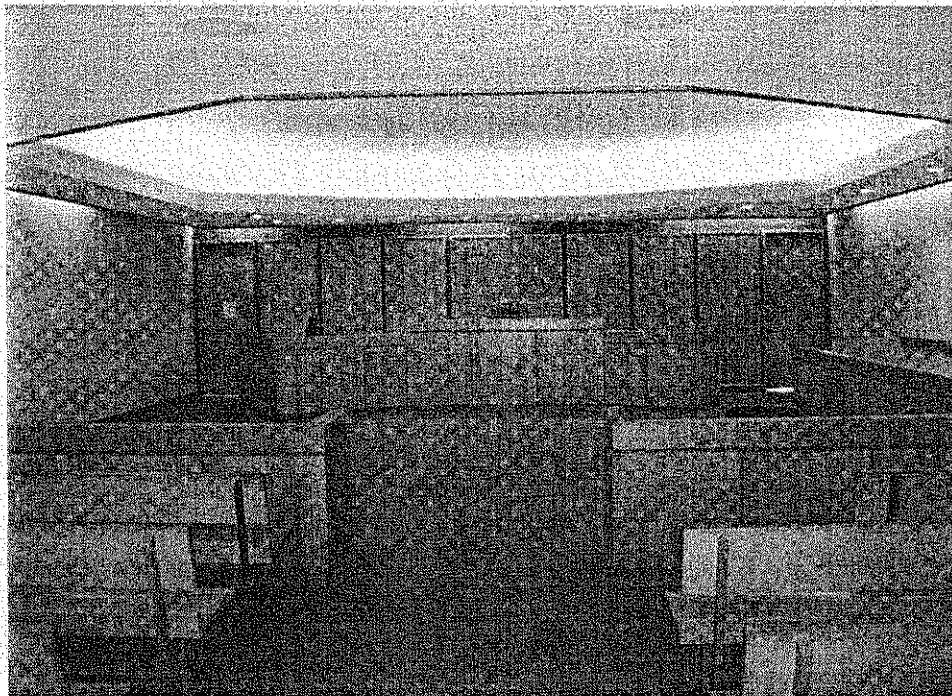


#21 – Looking within a typical small, 2nd story office.

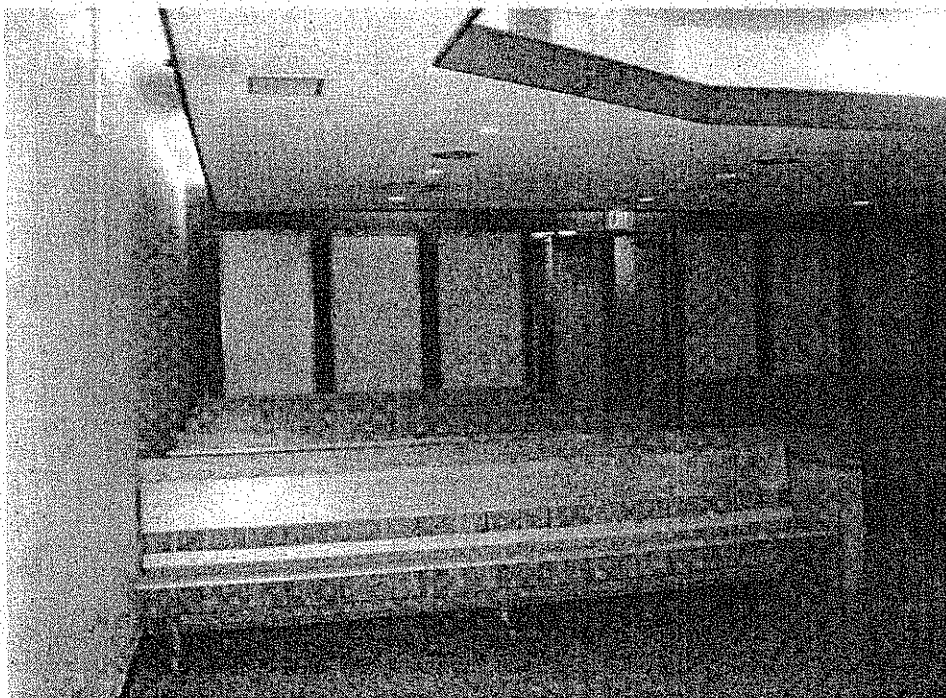


#22 – A view within the largest, 2nd story office. Two of these former judges offices include private, 2 piece restrooms.

SUBJECT PHOTOGRAPHS TAKEN BY KEVIN A. MCMANUS
On March 23, 2012 – Between the hours of 9:30 a.m. and 11:30 a.m.



#23 – Looking within Court #2. Note there are two nearly identical courtrooms.



#24 – A view of the seating area of Court #1.

MARKET ANALYSIS

A market study is "the process of determining the general market conditions affecting the property to be marketed, including historical and potential levels of supply and demand."¹ The purpose of a market study is to assist the appraiser to determine a likely range of sales price and a realistic marketing time. Pertinent issues affecting the marketability of a property can include the subject's location and physical characteristics.

COMMERCIAL VACANT LAND

There are very few recent commercial land transfers in Nashua, reflecting the lack of new commercial development in the past 2 – 3 years. There have been two transfers on adjacent parcels on Amherst Street (Route 101A); representing a single seller and two, unrelated buyers. The sale neighborhood has a traffic count of 45,000 VPD, and includes recently constructed "big box" national retailers, Target & Home Depot. 607 Amherst Street is a 4.0 acre parcel which sold in April 2008 for \$800,000 or \$200,000 per acre. The buyer has constructed a 4-bay, 5,700 SF auto wash facility. 611 Amherst Street encompasses 2.7 acres, which sold in April 2007 for \$900,000 or \$333,333 per acre. The buyer has built a 5,600 SF multi-tenant retail building. It is noted both of the above included between 25% - 33% wetlands, to the rear of each relatively deep lot. After consideration of the above, the per useable acre price ranges between \$300,000 - \$400,000.

A 0.31 acre parcel located at 17 – 19 Harbor Avenue in Nashua sold in November 2010 for \$390,000 or \$1,258,000 per acre. This purchase price is considered to warrant strong negative adjustment for Condition of Sale. It is noted the buyer simultaneously purchased an adjoining parcel (from another seller), improved with a turn of the century, 5,600 SF office building, for \$1,250,000. The separate land purchase enabled sufficient on-site parking to support the existing improvement. It is reasonable that the \$390,000 vacant land purchase was strongly, positively influenced by the unique advantage to this buyer. If it is assumed an appropriate, market-oriented adjustment for Condition of Sale to the land sale is a negative 50%, the range in sales prices for commercial lots above is from \$300,000± to \$600,000 per acre.

OFFICE MARKET

The appraiser has researched the sales and rental markets for office property in the area. Factors affecting sales price include location, building size, exposure, quality/condition, occupancy level, and lot size. It is noted a survey of the market for office space in the Nashua

area, as of the 1st quarter of 2012 was completed by the Grubb & Ellis commercial brokerage firm. This survey indicated that Nashua has one of the highest vacancy rates in NH, equal to 23.1%, representing 680,000 SF of available office. In addition, as per real estate brokers and supported via transfers and leases, the market for office property in and around Nashua's central business district is in less demand than in areas of the city with more convenient highway access and more uniform, high quality commercial users, such as Amherst Street or Spit Brook Road.

In conversation with brokers and other participants in the market for office properties, and supported by research completed in the course of this report, the market for office property declined in the period from 2008 and 2009 and has been relatively unchanged from 2010 to the present. The market for leased office buildings, with a relatively high occupancy rate, is strongly increased as compared to vacant buildings or those with vacancies of 50% or more. The sales applied in this analysis range from entirely vacant to an occupancy as high as 66%. The per SF sales price of the comparables ranges from \$50.00± per SF of building area to \$84.00±.

A relatively stable market is demonstrated via rental rates over the past 2 – 3 years. The appraiser has verified various office leases in Nashua, negotiated between 1 month and 2 years previous to the date of value, with a moderate range of Gross rental rate per SF of between \$14.50 and \$18.75.

UNIQUE SUBJECT CHARACTERISTICS

The subject location at the Walnut Street Oval is a "good", secondary commercial Nashua location, which may be considered slightly less desirable than similar property (assuming similar parking) located along Main Street. It is noted the subject neighborhood is near the southern end of a planned Broad Street Parkway, which is scheduled to be completed in 2014 and will make more convenient access between the neighborhood and the Everett Turnpike, exit 6.

As referenced previously, the market for offices in locations with more convenient highway access is somewhat more desirable than the central business district. It is noted, however, that several, occupied office buildings exist in very close proximity to the appraised (see *Sale #1 & Rent Surveys #4 & #5*).

The subject building was constructed specifically for its recent past municipal office use. The buildings benefit from "good" quality construction and thorough maintenance. Despite the inclusion of various special features, the building is considered to warrant virtually no exterior

alteration and a reasonably limited amount of interior alteration in order to provide use to more "typical" office users.

It is noted the appraiser spoke with several commercial mortgage officers concerning financing for a property like the appraised. Based on the above, it is evident that financing would be difficult for an investor interested in purchasing a *vacant* office building. Loan officers indicated the ability to provide financing would depend upon signed leases for a substantial portion of the building, or intent for a (credit worthy) buyer to occupy the majority of the building for their own use. The building is considered to have a broad appeal to various markets such as professional office, with consideration of partial remodeling.

An analysis of the market in the subject area, together with consideration given to the subject's physical characteristics, indicates that a sale of the subject would be likely within a twelve month period if the property were offered at a price equal to the appraised value indicated in this report. The estimated exposure time for the appraised property is also estimated to be less than 12 months.

THE HIGHEST AND BEST USE CONCLUSION

The principle of highest and best use is fundamental to the concept of market value. Briefly it can be defined as:

"the reasonably probable and legal use of vacant land or improved property, which is physically possible, appropriately supported, financially feasible, and results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum profitability".¹ Normally this involves two steps, the first considering the land as though vacant followed by consideration "as improved".

AS IF VACANT

Legally Permissible - The potential use for the appraised property is constrained by the zoning and subdivision regulations of the City of Nashua. As noted earlier in this report, the subject is located in the D-1 Downtown District, and part of the Mixed Use Overlay District. This zoning permits numerous commercial (including office) & multi-family residential uses by Right.

Physically Possible - The subject encompasses 1.11 acres of land with over 800' of road frontage, including a single curb cut off of Chestnut Street. The site benefits from near level topography, high visibility and the inclusion of municipal services. The property could physically accommodate a number of different uses, to include office use.

Financially Feasible - Given the existence of several land sales with similar physical character in nearby locations, it is reasonable to expect that the appraised would attract a buyer if available as vacant land.

Maximally Profitable - Marketing the appraised, as if vacant, for some form of commercial development is considered to offer the greatest return on investment.

AS IMPROVED

Legally Permissible - The existing office building use is permitted in the Nashua Zoning regulations. The use meets the legal highest and best criteria.

¹ The Appraisal of Real Estate, 10th Edition, 1992. The American Institute of Real Estate Appraisers. Page 45.

Physically Possible - The subject was developed 33 years ago, with a good quality building utilized as the district courthouse. The building area is at the northern portion of the lot, and the majority of the 45 on-site parking spaces are in the southern portion. That a portion of the building will warrant renovation has been discussed previously.

Financially Feasible - The demand for commercial buildings has been discussed in the *Market Analysis* exhibit. The subject building, with consideration for remodeling reflecting some unique construction features, is of a construction style and condition similar to properties purchased for general office use, both by investors to lease and by owner-occupants. The financial feasibility of an office use of the appraised is demonstrated via area office building sales and leases.

The appraiser completed research into the likelihood that an owner of the appraised would need to install a wet-sprinkler system throughout the building as a consequence of the modest remodeling referenced above. The no formal, definitive response from the Nashua Fire Marshall's office was available as of the date of publication of this report, based upon the building size, moderate change in use, and experience with other buildings in this size range which were remodeled, it is considered *unlikely* an owner would need to install a wet-sprinkler system in the foreseeable future.

Maximally Profitable - An examination of the return from vacant land parcels, as compared to that from improved parcels, indicates that the appraised has far greater value as improved than if the building was demolished and the property were marketed as vacant land. The highest and best use is considered to be as improved with the existing office building, with consideration for remodeling reflecting some unique construction features, and the property will be appraised as such.

VALUATION

State of NH Property - Nashua District Courthouse

McMANUS & NAULT APPRAISAL CO., INC.

VALUATION PREMISES

The primary goal of real estate appraisal theory and practice is the accurate representation of the motivations and actions of the typical market participants for a specific subject property. The methods employed by modern appraisal practice are based upon three fundamental principles of market behavior and motivation: 1) a potential buyer would not pay more than, and a potential seller would not accept less than, a price which represents the cost of reproducing the utility of the subject at an alternative site; 2) the potential buyer would not pay more than, and the potential seller would not accept less than, a price which represents the current price of other properties having the same utility as the subject property; 3) the market value of a property at a particular point in time represents the value attached by both parties to the future flow of benefits derived from the ownership of the subject property. The three traditionally accepted approaches used in estimating the value of real estate are the *Cost Approach*, *Income Approach*, and the *Sales Comparison Approach*.

The first principle is the basis for the *Cost Approach*, which estimates value by determining the cost of acquiring an alternate site and constructing improvements with utility equivalent to the subject property. The usefulness and accuracy of this approach is predicated upon two primary conditions: 1) the property must be improved in a manner which fulfills its highest and best use, and 2) the property must not have excessive levels of physical deterioration, functional obsolescence, or economic obsolescence. Though the subject office building is of relatively modern construction, it is 33 years of age as of the date of value, and incorporates specialized features which would likely impact cost without adding value for the vast majority of market participants. The building is not of the same design and materials which would be constructed as of the date of value, and the Cost Approach will not be applied.

The second principle is the basis for the *Income Approach*, which estimates market value by quantifying the future benefits derived from ownership of a property and converting this stream of benefits to a current market value. The subject improvements are similar to other office buildings in Nashua which have been leased. Completion of an Income Approach is considered to offer a reflection of the market for the appraised and such a valuation will be completed.

The third principle is the basis of the *Market Data, or Sales Comparison Approach*, which estimates value through a process which compares other similar and recently transacted properties to the subject property. In this process adjustments are made for the areas in which the sales differ from the subject property. The utilization of this approach is most appropriate in

VALUATION PREMISES - BEFORE (CONT.)

instances where there are sufficiently comparable sales and the adjustments made are market oriented and justifiable. There have been a sufficient number of office building transfers in the extended market area to complete a Sales Comparison Approach. The completion of the *Sales Comparison Approach* is possible and such will be completed herein.

THE SALES COMPARISON APPROACH

The *Sales Comparison Approach* estimates value through a process which compares other similar and recently transferred properties to the subject property. In this process adjustments are made for the areas in which the sales differ from the subject property. The utilization of this approach is most appropriate in instances where there are sufficiently comparable sales and the adjustments made are market oriented and justifiable.

Enclosed in the addenda of this report are the pertinent details relating to the sale of four office buildings with locations and physical characteristics comparable to the subject. On the following page, each of the sales is analyzed on a comparative basis with the subject. Adjustments are made to these sales to compensate for external factors influencing the sale as well as physical characteristics of the sales which differ from the subject. In the final analysis, a correlation is made among the sales to arrive at an estimate of the market value of the property.

THE SALES COMPARISON APPROACH (CONT.)

IMPROVED SALES GRID
25 WALNUT STREET
NASHUA, NH

Element	Subject	Sale 1	Sale 2	Sale 3	Sale 4
	25 Walnut St Nashua	19 Chestnut St Nashua	188 Main St Nashua	9 Executive Dr Merrimack	1662 Elm St Manchester
Sale Price		\$1,221,000	\$1,195,000	\$1,400,000	\$1,600,000
Unadjusted \$ per SF		\$49.55	\$81.26	\$51.21	\$84.33
Rights Conveyed	Fee Simple	Fee Simple	2/3rds Leased	1/2 Leased	Fee Simple plus Billboard
		Same	Superior	Moderately Superior	Slightly Superior
Adjustment		0%	-15%	-10%	-6%
Adjusted Price		\$1,221,000	\$1,015,750	\$1,260,000	\$1,504,000
Financing Terms	Market	Market	Market	Market	Market
Adjustment		0%	0%	0%	0%
Adjusted Price		\$1,221,000	\$1,015,750	\$1,260,000	\$1,504,000
Conditions of Sale	Arm's Length	Arm's Length	Arm's Length	Arm's Length	Arm's Length
Adjustment		0%	0%	0%	0%
Adjusted Price		\$1,221,000	\$1,015,750	\$1,260,000	\$1,504,000
Date of Sale	3/23/12	8/6/10	12/16/10	12/21/10	3/8/10
Adjustment		0%	0%	0%	0%
Adjusted Price		\$1,221,000	\$1,015,750	\$1,260,000	\$1,504,000
(Adjusted Price per SF)		(\$49.55)	(\$69.07)	(\$46.09)	(\$79.27)
Location	Good	Good	Good+	Fair-Good	Good
Adjustment		0%	-5%	+15%	0%
Building Size (SF)	22,578	24,640	14,706	27,338	18,972
Adjustment		+1%	-4%	+2%	-2%
Age / Quality / Condition	Fair-Good	Fair	Good	Good	Good - VG
Adjustment		+15%	-10%	-10%	-15%
Land Area (Acres)	1.11	1.15	0.26	1.50	0.94
Land to Bldg Ratio	2.1	2.0	0.8	2.4	2.2
Relative to Subject		Similar	Inferior	Similar	Similar
Adjustment		0	+10%	0%	0%
Total Adjustment		+16%	-9%	+7%	-17%
Indicated Price per SF		\$57.50	\$62.90	\$49.49	\$65.95
Indicated subject value		\$1,298,179	\$1,420,118	\$1,117,410	\$1,489,114
Per SF Value Conclusion:		\$62.00	Total Conclusion via Sales Approach:	\$1,399,836	
			Rounded to:	\$1,400,000	

State of NH Property - Nashua District Courthouse

THE SALES COMPARISON APPROACH (CONT.)

EXPLANATION OF ADJUSTMENTS

PROPERTY RIGHTS CONVEYED

The adjustment for property rights conveyed is a critical adjustment category, since it attempts to equalize the value basis between the comparable sales and the subject property. In other words, if the property rights conveyed in a sale differ from those valued for the subject property, the sale must be adjusted for this factor before any other adjustments can be applied. Sales #2 & #3 were 66% and 50% occupied as of the dates of purchase, respectively. These sales are considered superior to the subject in that there is an existing income stream, for at least a majority of the subject area. The risk in investment in property with existing, continued projected income is less than that for an entirely vacant building. Sales #2 & #3 therefore receive corresponding moderate negative Property Rights Conveyed adjustments. Sale #4 was entirely vacant, but benefitted from a legal, roof-mounted, billboard which was considered to contribute \$10,000 net income annually as per the broker. The sale is adjusted by the equivalent, negative adjustment of \$100,000 for the capitalized, contributory value of the billboard. Sale #1 was vacant and did not benefit from any non-building related income, is considered to represent the fee simple interest in the sale, and is not adjusted.

FINANCING

The adjustment for financing is necessary because financing could have an affect on the transacted price, especially if such was obtained at a rate other than the general market. None of the comparable sales were affected by non-market financing, and no adjustments are made.

CONDITIONS OF SALE

Verification with a party involved in each sale indicated that no unusual factors influenced the sale prices beyond what would normally occur under open market conditions. Therefore, no adjustments were necessary.

DATE OF SALE

The adjustment for date of sale is necessary to account for the changes in market conditions between the date of the sale and the date of appraisal. One sale – resale of an office at 166 South River Road in Bedford, NH sold in March 2008 for \$2,650,000. The building benefitted from

THE SALES COMPARISON APPROACH (CONT.)

100% occupancy at that time. The property re-sold in March 2011 for \$2,350,000⁷, with an approximate 80% occupancy rate. This represents a decrease of 11% over the three year time frame. Based upon discussions with brokers, owners and developers of area office property, the majority of lost value in the above, 3 year time span is considered in the first 2 years, with relatively stable conditions beginning in 2010. It is reasonable to assume no Date of Sale adjustments are warranted to the four sales, each of which took place in 2010. No Time adjustments are applied.

LOCATION

The subject is in a reasonably favorable Location, considered "Good" in comparison to the sales. Sale #1 is located directly opposite Chestnut Street from the appraised, is considered of similar location and not adjusted. Sale #4 is located at the edge of Manchester's central business district, in the vicinity of the Brady Sullivan office towers, and considered of similar location. Sale #2 fronts on Main Street in Nashua's central business district, walking distance from the appraised. The higher visibility from higher vehicle & pedestrian count along Main Street is considered to have a slight advantage as compared to the appraised, which has no visibility from Main Street. Sale #2 is considered slightly superior and receives a corresponding slight negative adjustment. Sale #3 is located directly off of Everett Turnpike, exit 11 on Executive Drive in Merrimack. The neighborhood includes a state of the art movie complex, however, there are modern, large scale, hotel complexes, both of which have been vacant for years, and are unsightly. According to the source, the asking rental rates in the sales building are a relatively low (equivalent of) \$13.00 - \$14.00 gross. In light of the above, Sale #3 is considered moderately inferior to the subject location, and receives a corresponding positive adjustment.

BUILDING SIZE

The portion of the subject building factored into the estimated building size is the entire 1st & 2nd floor levels, and 1 / 3rd of the basement level. As discussed previously, basement level

⁷ The 2011 sale was considered for application in the direct sales approach. The building was in very good condition, benefitted from 80% occupancy rate at above average lease rates, and had an overall superior commercial location. These features are considered to create a substantially different market for the sale property as compared to the subject, and the Bedford sale is not applied in the sales approach.

THE SALES COMPARISON APPROACH (CONT.)

area, the vast majority of which is utilized for open storage space, is considered to contribute less value per SF than upper story space. Basement level space lacks adequate partitioning & lacks natural light: and has an inferior lease market as compared to office space. The total subject Building Size is therefore 22,578 SF. The estimated building areas of the sales are: Sale #1 – 24,640 SF, Sale #2 – 14,706 SF, Sale #3 – 27,338 SF and Sale #4 – 18,972 SF. As is generally known and supported by the Marshall and Swift Cost Manual, per SF costs decrease as the size of buildings increase. This trend is reflected in building *sales prices*, with a general inverse relationship between price paid per SF and the number of SF included. The above trend is clearly reflected in the sales utilized in this analysis. The two smaller buildings sold for considerably greater per SF prices than the two larger buildings. The sales considered in this report and others the appraiser is familiar with but have not been used in this analysis support an adjustment of 1% for every 2,000 SF variation in size between the sale and the subject. Sale #2, for instance, is 7,900 SF smaller, equating to a (rounded) -4% adjustment applied.

QUALITY/CONDITION

As discussed in the *Description of Improvements* exhibit, the subject improvement was constructed in 1979, is of "good" original quality of construction and in "fair-good" condition. Maintenance & upgrade of the subject systems has been thorough throughout the buildings life. There has been only the necessary amount of interior remodeling, however. The building includes numerous offices which are somewhat dated and utilitarian in finish. As referenced previously, the desirability of the building for typical office property buyers is negatively impacted via the inclusion of certain specialized features with limit general use such as the two, 2nd story courtrooms encompassing 3,000± SF. The overall condition of the buildings, in light of the above, is categorized as "Fair-Good".

Sale #1 is of virtually the same date of construction and overall *interior* design as compared to the subject. Despite the above, the building was constructed specifically for the State Department of Health & Human Services (who were scheduled to vacate the building before the closing) as a "secure" facility, and completely lacked windows on the 1st floor level and had very limited, narrow 2nd story windows, with chain link screens. The buyer, an owner – occupant with a social service agency for the developmentally disabled, did not consider the design a detriment for their intended use for classroom and other space. The broker, however, indicated the market for the building was strongly limited due to the unappealing exterior design. Overall, Sale #1 is considered moderately inferior to the subject, and a corresponding positive adjustment is applied.

THE SALES COMPARISON APPROACH (CONT.)

Sale #2 is a turn of the century, 3-story "block" building, which was relatively thoroughly renovated to Class A space on the 1st & 2nd floor levels by the long term tenant – Nashua Bank. The 3rd story had been recently vacated and was reportedly in need of complete cosmetic remodeling. Overall, Sale #2 is considered to be "Good" in this category, slightly to moderately superior to the subject in this category, and receives a corresponding negative adjustment.

Sale #3 is of similar but slightly more recent date of construction, and was built originally as a multi-tenant office building. The building was better suited for continued multi-tenant office use than the subject. Overall, Sale #3 is considered in "Good" condition, overall, slightly to moderately superior to the subject in this category, and receives a corresponding negative adjustment.

Sale #4 is of older original construction but undergone thorough, recent, exterior & interior remodeling. The exterior finish was entirely modern in appearance and the 2nd story had been upgraded to "Class A" office space. According to the source, the entire (vacant) building was in a condition to be leased without renovations or repair. The sale is considered to be in "Good – Very Good" condition, overall, warranting a moderate negative adjustment as shown in the sales grid.

LAND AREA

As per the subject survey, the property encompasses 48,276 SF or 1.11 acres. A comparison of the ratio of land area to building area is a useful comparison of the relative amount of land included with the sales, of various improvement size. The subject has a ratio of 2.1 SF of land for each SF building area. The sales range from 0.26 acres to 1.50 acres, for a land to building ratio of 0.8 to 2.4. Sales #1, #3 & #4 have a similar ratio of between 2.0 and 2.4, none are considered to have sufficiently different potential as compared to the subject, and none are adjusted. Sale #2 has only 0.26 acres, for a land to building ratio of 0.8. The impact of such a small site is demonstrated by the off-street parking. While Sale #2 has an improvement which is 65% the subject size, the sale has 12 parking spaces or only 27% as many parking spaces as the appraised. The sale is considered moderately inferior in this category and receives a corresponding, positive adjustment.

THE SALES COMPARISON APPROACH (CONT.)

SUMMARY

The study of sales provide the following indications of value:

Sale #1	\$57.50/SF
Sale #2	\$62.90/SF
Sale #3	\$49.49/SF
Sale #4	\$65.95/SF

The range of value indication is from \$49.00±/SF to \$66.00±/SF. The value from Sale #3 is somewhat outside of the range of the remaining sales. This may indicate too great an adjustment was applied for superior Rights Conveyed, or an insufficient adjustment was applied for superior Condition. The range in indicated value via the remaining sales is far narrower \$58.00± to \$66.00±. In light of the above, a reasonable per SF value conclusion is considered to be \$62.00. Thus, the indicated value of the appraised property, as of March 23, 2012, is:

$$22,578 \text{ SF} \times \$62.00/\text{SF} = \$1,399,836$$

Rounded to:

\$1,400,000

THE INCOME APPROACH

The *Income Approach* is based upon the fundamental principal that an income producing property is typically purchased for investment purposes with the earning power of the property being the critical determinant of value.

Within the general theoretical framework of the *Income Approach*, there are many methodologies through which income over time is converted to market value. The depth and complexity of these approaches should attempt to mirror the process through which potential investors themselves estimate value. Thus, accuracy in implementing the *Income Approach* requires knowledge of the decision process of the typical buyer of the subject. This approach begins with consideration of subject income and expenses and a comparison with those of similar properties in order to project an appropriate net income for the property.

INCOME

The following chart summarizes comparable rental information researched for this appraisal and detailed in the *Appendix* of this report. Most of the surveys are leased on a Gross basis, all utility, taxes & maintenance costs (except interior janitorial) being the responsibility of the landlord. For the surveys rented on a "NNN" basis, adjustments as suggested by the source have been made to compensate for differences for the *tenant* responsibility for the above expenses.

THE INCOME APPROACH (CONT.)

RENTAL COMPARABLES

Rent #	Address	Type	Lessee	Size (SF)	Gross Rental Rate	Monthly	Lessor Pays	Starting Date	Term (Years)	Comments
1	88 Main Street Nashua	Multi-tenant office	Various	1,000 - 2,000 SF	\$16.00	N / A	Gross	Jan-11	Varies	Represents 3rd story space in a 14,000 SF, renovated 1900's construction, 3 story masonry building in Nashua's central business district. This property is applied as Sale #2. Lower stories occupied by Nashua Bank. Lease rate has been adjusted to compensate for "NNN" basis.
2	400 Amherst Street Nashua	Multi-tenant office	Environmental Interiors	10,000	\$14.50	\$12,083	Gross	Feb-12	3 Years	Comprises 2nd story space in a 4 story, Class A office building located on the heavily travelled Amherst St. adjacent to the Everett Turnpike, exit 8.
3	30 Temple Street (Indian Head Plaza) Nashua	Multi-tenant office	Various	2,000 - 9,000 SF	\$14.50	N / A	Gross	Since June 2011	Generally 5 years	Indian Head Plaza is located just off of Main Street and Nashua's central business district. Represents a 110,000 SF, 7 story Class A office building. The source indicates there are 7 new tenants that moved in in the past year, leasing a total of 25,000 SF, at an average rate is stated here.
4	3 Pine Street Extension Nashua	Multi-tenant office	NH Dept. of Corrections	3,632	\$18.75	\$5,675	Gross	Dec-11	3 years	An "average" quality, single story, woodframe converted mill building located in close proximity to the appraised. The actual rental rate has been adjusted downward by \$1.00 per SF reflecting the space includes janitorial service.
5	5 Pine Street Extension Nashua	Multi-tenant office	NH Health & Human Services	32,437	\$17.50	\$47,304	Gross	Mar-10	5 years	An "average" quality, 2 story woodframe converted mill building located in close proximity to the appraised. The actual rental rate has been adjusted downward by \$1.00 per SF reflecting the space includes janitorial service.
6	2 Commerce Drive Bedford	Multi-tenant office	Delta Management	13,014	\$18.00	\$19,521	Gross	Jun-10	5 years	Located within the multi-building Commerce Park office complex, off of Route 3, in close proximity to the Everett Turnpike interchange. All buildings within this park were gut-renovated to good quality office space within the past 3 - 5 years. It is noted the market for office space in this Bedford neighborhood is considered stronger than in Nashua's downtown area.

THE INCOME APPROACH (CONT.)

The surveys have a moderately wide range per SF of \$14.50 to \$18.75 Gross. The higher Rental Surveys #4 - #6 are considered less reliable indicators of subject income potential than Surveys #1 - #3. Survey #6 is in the somewhat superior market in Bedford. Surveys #4 & #5 are in close proximity to the appraised, however, the buildings vary strongly from the subject in terms of style, and both are State of New Hampshire agencies which may have unique criteria that justify rates which would differ from market rent. Surveys #1 - #3 range from \$14.50 - \$16.00 Gross. Surveys #2 & #3 are within walking distance of the appraised, and both have a rate of \$14.50. Survey #2 has more limited parking than the appraised. Survey #3 represents a relatively "aggressive" rate established in order to quickly improve occupancy in a building which had been relatively neglected over several years. A rental rate in the range between the more reliable Surveys #1 - #3 is justified. A rate of \$15.00 per SF Gross is considered market-oriented and will be the rate applied in this analysis. On the following page is a summary of the projected subject income.

As mentioned previously, the office vacancy rate in the Nashua market, in the 1st quarter of this year, is 23%. The nearby Indian Head Plaza building (Rent Survey #3), was 75% vacant in mid 2011 and remains 50% vacant as of the date of this report. Although there was a history of miss-management associated with Indian Head, it is never-the-less an indication of a continued difficult market. In light that the subject rental rates are projected at reasonable, competitive rates, a somewhat less than typical, 20% rate will be applied. The effective income is therefore \$270,936.

EXPENSES

In light of the "Gross" basis of the projected rents, expenses for all heating, air conditioning, electricity, water, real estate taxes, snow removal, landscaping, insurance and interior maintenance are the responsibility of the lessor. The projected operating statement therefore includes expense deductions for the above. The appraiser obtained precise, historic, monthly subject expense information, over the past 2 years, from the State of NH - Bureau of Court Facilities. The last 12 months *when the appraised was occupied*, has been stressed in the following. It is noted the subject expenses are in line with those of other properties the appraiser is aware of. A market-oriented allocation for management expense is deducted, equal to 5% of the effective income. In light of the relative age and condition of the building, a moderate reserve for replacement allowance equal to 3% of the gross income is made. The total expenses

THE INCOME APPROACH (CONT.)

& reserve of \$145,710 are subtracted from the effective gross income to derive the net income of \$125,227, as shown in the Net Operating Income Statement at the conclusion of this exhibit.

DIRECT CAPITALIZATION

The above net income is converted to value via direct capitalization. The rate applied can either be derived from comparable sales, when reliable income and expense data are available, or through the band of investment method analyzing mortgage and equity requirements. Two of the comparables were vacant and the occupied sales were 50% - 66% occupied as of the date of purchase. Derivation of an overall rate from these comparables is not possible.

In light of the scarcity of sales from which an overall cap rate could be derived, it is prudent to consider the band of investment method as the means of deriving such. The appraiser interviewed commercial mortgage brokers at Centrix Bank, TD Bank & Bank of NH (formerly Laconia Savings). The above indicated relatively consistent finance terms for an office investment property, offering an interest rate of between 4.0% - 4.5%, with a 20 year amortization period for 75% of the property value. The remaining 25% of the loan-to-value ratio reflects the equity investment of the buyer. A 11% equity dividend rate is considered sufficient to attract a buyer to the subject. The above takes into consideration yield rates on alternative investments such as B-rated bonds.

The overall rate as indicated in the Derivation of Cap Rate box in the following Direct Capitalization spread sheet is .0850 or 8.50%. The projected net operating income is divided by the capitalization rate to derive the value conclusion, before consideration of renovation expenses, of \$1,473,259.

RENOVATION EXPENSE

The above projected income and capitalized value presumes certain renovations are completed to the building, in particular of the 3,000 SF of courtrooms and surrounding 2nd story space. Considering renovation expenses makes the Income Approach to value consistent with the Sales Comparison Approach, where the Age / Quality / Condition adjustment took this expense into consideration. Found in the Addenda of this report is a spreadsheet of the interior remodeling expenses assuming new flooring, ceiling, partitions & lighting for a 4,000 SF portion of the appraised. Expenses are based upon the Marshall Valuation Service, and reference is

THE INCOME APPROACH (CONT.)

made to the corresponding manual section. As shown, the total renovation allowance is \$189,080. The estimated value via the Income Approach is therefore \$1,473,259 less \$189,080 equals \$1,284,179,

Round to:

\$1,280,000

THE INCOME APPROACH (CONT.)

NET OPERATING INCOME
25 WALNUT STREET
NASHUA, NH

INCOME

Projected Income per SF	\$15.00
Effective Finished Area	<u>22,578</u>
Gross Income	\$338,670
Less Vacancy & Collection (% V & C)	\$67,734 (20%)
Effective Income	<u>\$270,936</u>

EXPENSES

Real Estate Taxes	\$34,324
Insurance	\$5,619
Electricity	\$36,612
Oil	\$21,622
Water & Sewer Service	\$4,183
Management (5% Effective)	\$13,547
Marketing (1% Effective)	\$2,709
Repairs & Maintenance (5% Gross)	\$16,934
Reserve (3%)	<u>\$10,160</u>
Total Expenses	\$145,710

NET INCOME \$125,227

CAP RATE 8.50%

INDICATED VALUE BEFORE RENOVATION EXPENSE \$1,473,259

ESTIMATED RENOVATION EXPENSE \$189,080

INDICATED VALUE VIA INCOME APPROACH \$1,284,179

ROUNDED TO: \$1,280,000

VALUE PER SF \$56.88

Cap Rate			
Mortgage Component			
(4.25% / 20 yr amrt)	.076	0.75	0.0570
Equity Component	.11	0.25	0.0280
Overall Cap Rate			0.0850

RECONCILIATION

Value estimate by the *Sales Comparison Approach* \$1,400,000

Value estimate by the *Income Approach*: \$1,280,000

This appraisal includes an estimate of the value by the *Sales Comparison Approach* and the *Income Approach*. The appraiser was able to find an adequate number of comparable sales and rents which are considered to provide reasonable evidence of the market value using both approaches.

The *Income Approach* is considered to more closely reflect the actions of market participants for likely investor - owned buildings. It is noted that three out of four of the comparable sales were purchased by investors intended to lease the building. The value conclusion will give greater emphasis to the Income Approach, rounded upward, somewhat, in reflection of the higher indication from the Sales Approach. In light of the above, the value estimated for the subject property, as of March 23, 2012, is:

\$1,300,000

QUALIFICATIONS
KEVIN A. MCMANUS

Appraisal Experience:

2002 to Present – Vice President, McManus & Nault Appraisal Company, Inc., Bow, NH.

1987 to 2002 - Real Estate Appraiser, Thompson Appraisal Company, Inc., Concord, NH.

1986 to 1987 - Real Estate Appraisal Research Assistant, Thompson Appraisal Company, Inc., Concord, NH.

Education:

1977 - B.S. in Business Administration, Whittemore School, University of New Hampshire, Durham, NH.

State Certification:

New Hampshire Certified General Real Estate Appraiser NHCG #249. Maine Certified General Appraiser #1840. Vermont Certified General Appraiser #08-271.

Court Testimony:

Have qualified as an expert witness in the U.S. Bankruptcy Court of NH, Rockingham County Probate Court, Hillsborough County Superior Court and the New Hampshire Board of Tax and Land Appeal.

Appraisal and Real Estate Courses:

American Institute of Real Estate Appraisers, American Society of Appraiser, and the American Society of Farm Managers and Rural Appraisers: Valuation of Conservation Easements.

American Institute of Real Estate Appraisers: Principles of Real Estate Appraisal.

American Institute of Real Estate Appraisers: Basic Valuation Procedures.

American Institute of Real Estate Appraisers: Capitalization Theory and Techniques, Part A & B.

American Institute of Real Estate Appraisers: Standards of Professional Practice.

American Institute of Real Estate Appraisers: Health Care and Retirement Seminar.

JMB Real Estate Academy, Inc.: Advanced Income Property Appraising

JMB Real Estate Academy, Inc.: Investment Analysis for Real Estate Appraisers.

Instruction Experience:

Workshop Presenter, "Appraisals: Beyond the Basics. Challenging Issues", Saving Special Places Conference, Society for the Protection of New Hampshire Forests.

Significant Appraisal Assignments:

Appraised petroleum tank farms, nursing homes, landfill sites, youth camps, utility easements, sand and gravel operations, vacant commercial, industrial and residential land to include subdivision; timber and recreational land, lakefront property, development rights, condominium land, single and multi-family residential property; community shopping centers, auto washes, self-storage facilities, warehouse and manufacturing facilities, post offices, restaurants, social clubs, and business offices. Conducted assessment of residential properties in Hooksett, NH. Appraised various property types in connection with eminent domain proceedings.

APPENDIX A
LEGAL DESCRIPTION

224978

92 MAY 21 PM 2:50

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that the City of Nashua, a public body corporate and politic of the State of New Hampshire, having its office at 229 Main Street in said Nashua, County of Hillsborough and State of New Hampshire, (hereinafter referred to as "GRANTOR"), for consideration paid, grants to the State of New Hampshire, having a place of business at the State House, County of Merrimack, and State of New Hampshire (hereinafter referred to as "GRANTEE"), WITHOUT COVENANTS, the following:

A certain tract of land, with the buildings thereon and personalty therein situate, in said Nashua, New Hampshire, being Parcel 2 as shown on plan entitled "Subdivision Plan for Disposition Parcels; Myrtle Street Project" dated December 27, 1972, and revised June 14, 1973, by Hamilton Engineering Associates, Inc., said plan being recorded in the Hillsborough County Registry of Deeds as Plan No. 6724; said tract being bounded and described as follows:

Beginning at a stone bound on a line 50.00 feet from and parallel to the westerly line of Chestnut Street, said bound being approximately opposite the intersection of the southerly line of Myrtle Street (discontinued) and the westerly line of Chestnut Street; thence running,

North, 3° 53' 50" West, a distance of 106.11 feet to a stone bound; thence,

Northeasterly by a 94.73 foot radius curve to the right, a distance of 297.65 feet to a stone bound on a line 50.00 feet from and parallel to the Easterly line of Walnut Street; thence,

South 3° 52' 02" East, a distance of 106.10 feet to a stone bound; thence,



CITY OF NASHUA
OFFICE OF
CORPORATION COUNSEL

MS340 PG1959

-2-

Southwesterly by a 94.78 foot radius curve to the right a distance of 297.46 feet to the point of beginning.

Containing 48,276 square feet as shown on above-mentioned plan.

This conveyance is made upon the express conditions, covenants and restrictions, if any remain in effect, contained in the deed of the Nashua Housing Authority to the within Grantor, recorded in the Hillsborough County Registry of Deeds on October 27, 1977, at Book 2568 at Page 674.

Meaning and intending to convey the parcel of land that was conveyed to the within GRANTOR by deed of the Nashua Housing Authority recorded in the Hillsborough County Registry of Deeds on October 27, 1977, at Volume 2568, Page 674.

The Mayor of Nashua is hereby authorized to enter into this conveyance by authority granted him by Resolution R-90-36, which was passed by the Nashua Board of Aldermen on June 12, 1990, and approved by James W. Donchess, then Mayor of Nashua, on June 13, 1990.

WITNESS my hand and seal this 18th day of May,
1992.



CITY OF NASHUA
OFFICE OF
CORPORATION COUNSEL

THE CITY OF NASHUA

Rob Wagner
Rob Wagner, Mayor

BK5340 PB1960

-3-

STATE OF NEW HAMPSHIRE
HILLSBOROUGH, SS.

On this the 18th day of May, 1992, before
me, the undersigned officer, personally appeared Rob Wagner,
known to me to be the duly elected Mayor of the City of Nashua,
and being duly authorized so to do, executed the foregoing
instrument as his free act and deed for the purposes therein
contained by signing his name thereto for the City of Nashua,
and he then made oath that the foregoing was true and correct.


Justice of the Peace/Notary Public



CITY OF NASHUA
OFFICE OF
CORPORATION COUNSEL

005340 001961

NASHUA HOUSING AUTHORITY

RESOLUTION

R-92-1391

RELATING TO THE CONVEYANCE OF THE
NASHUA DISTRICT COURTHOUSE
FROM THE CITY OF NASHUA TO THE
STATE OF NEW HAMPSHIRE

WHEREAS, the City of Nashua is desirous of conveying the Nashua District Courthouse to the State of New Hampshire, and

WHEREAS, the antecedent deed therefore from the Nashua Housing Authority to the City of Nashua (see Hillsborough County Registry of Deeds, Volume 2568, Page 74) contains various covenants and conditions running with the land which will continue to run with said land, and

WHEREAS, conditions numbered Second, Third and Fourth pose certain title problems in connection with the proposed conveyance, and

WHEREAS, said conditions numbered Second, Third and Fourth were all to have been satisfied by the City of Nashua many years ago, and

WHEREAS, said conditions have been previously satisfied by the City of Nashua, and

WHEREAS, said conditions numbered Second, Third and Fourth were to terminate on the date the Nashua Housing Authority issued a Certificate of Completion pertinent to said courthouse in accordance with the terms of the above-referenced deed from the Nashua Housing Authority to the City of Nashua (a copy of which is appended hereto);

NOW THEREFORE, it is hereby resolved by the Nashua Housing Authority that:

A. A Certificate of Completion, as aforesaid, be, and in the form of this resolution, hereby is issued, thereby evidencing the City of Nashua's satisfaction of the referenced conditions numbered Second, Third, and Fourth, and


B. That said conditions numbered Second, Third and Fourth are hereby declared satisfied and are hereby released and terminated in accordance with the terms of the above-referenced deed, and

8K5340 061962

C. To the extent necessary, and without declaring that the same is necessary, the Nashua Housing Authority hereby consents to the above-referenced conveyance.

Duly Adopted at the regular meeting of the Nashua Housing Authority held at Nashua this 15th day of May, 1992.

A true copy; attest


Selma Pastor, Chair
Nashua Housing Authority

SK5340 Pg1963

McManus & Nault Appraisal Co., Inc.
1000 North Main Street
Suite 100
St. Paul, MN 55102
(612) 222-1111
Fax: (612) 222-1112
www.mcmanusnault.com

APPENDIX B
IMPROVED SALES

SALE #1

ADDRESS: 19 Chestnut Street Nashua, NH

LEGAL DATA

GRANTOR: Cameron RAL Estate Inc

GRANTEE: PLUS CO Inc

DATE OF SALE: 8/6/10 DATE RECORDED: 8/9/10

SALES PRICE: \$1,221,000 UNIT PRICE: \$49.55 / SF

FINANCING: \$980,000 through TD Bank

PROPERTY RIGHTS
TRANSFERRED: Fee Simple

EASEMENTS OR
RESTRICTIONS: None known to impact value

CONFIRMATION: K. McManus with Brenda Merrill – representative of grantee
Corp. & with Lawrence Hirsch – broker.

CONDITION OF SALE: Arm's Length

NEIGHBORHOOD

LOCATION/CHARACTER: This property is located directly opposite Chestnut Street from
the subject property.

SITE DESCRIPTION

MAP / LOT: 80/90

ZONING: D-1 and M U Overlay district

LOT SIZE: 1.15 acres

SEWER: Public WATER: Public ELECTRIC: Yes

IMPROVEMENTS:

YEAR BUILT: 1978

TOTAL BUILDING AREA: 24,640± SF

SALE #1 (CONT.)

EXTERIOR DESCRIPTION:

A 2 story masonry construction building without 1st floor level windows and limited 2nd story windows with chain-link screens. Good structural quality of construction and in good condition for its age.

INTERIOR DESCRIPTION:

The interior was entirely finished office space with average quality suspended acoustical ceilings, gypsum walls and carpeted and linoleum flooring. Generally in good condition.

SYSTEMS:

Gas - fired central HVAC furnaces and central AC

PROPERTY DETAILS

PROPERTY USE AT
TIME OF SALE:

Recently entirely vacated by the NH Department of Health & Human Services.

INTENTION OF BUYER:

The buyer is a private, social service provider for the developmentally disabled who intended to use the entire building for the own use, to include educational.

HIGHEST AND BEST USE
AT TIME OF SALE:

Office building.

COMMENTS/DETAILS:

The grantee indicated the unusual building exterior finish did not negatively impact the desirability for their use. The broker believed the design excluded consideration by some office buyers, and negatively impacted the market value.

SALE #1 (CONT.)



SALE #2

ADDRESS: 188 Main Street Nashua, NH

LEGAL DATA

GRANTOR: BRM Real Estate Holdings, LLC

GRANTEE: Martins Management Associates

DATE OF SALE: 12/16/10 DATE RECORDED: 12/17/10

SALES PRICE: \$1,195,000 UNIT PRICE: \$81.26 / SF

FINANCING: None noted. Cash to seller.

PROPERTY RIGHTS
TRANSFERRED: Partial Leased Fee (66% occupied)

EASEMENTS OR
RESTRICTIONS: None known to impact value

CONFIRMATION: K. McManus with Thomas Fini - broker.

CONDITION OF SALE: Arm's Length

NEIGHBORHOOD

LOCATION/CHARACTER: This property fronts on Main Street at the intersection with East Pearl Street, in the middle of the Central Business District and in close proximity to the appraised.

SITE DESCRIPTION

MAP / LOT: 33/114

ZONING: D-1 and M U Overlay district

LOT SIZE: 0.26 acres (12 off-street parking spaces)

SEWER: Public WATER: Public ELECTRIC: Yes

IMPROVEMENTS:

YEAR BUILT: 1900

YEAR LAST RENOVATED: 2008 (Partial)

SALE #2 (CONT.)

TOTAL BUILDING AREA: 14,706± SF

EXTERIOR DESCRIPTION: A 3 story masonry "block" building with entire remodeled façade resembling good quality, gut renovated offices.

INTERIOR DESCRIPTION: The first two floors (out of 3) were renovated by the existing bank tenant to Class A office space. The 3rd floor level had been vacated shortly prior to the purchase and was in need of entire cosmetic refinishing.

SYSTEMS: Gas - fired forced hot water heating and central AC throughout.

PROPERTY DETAILS

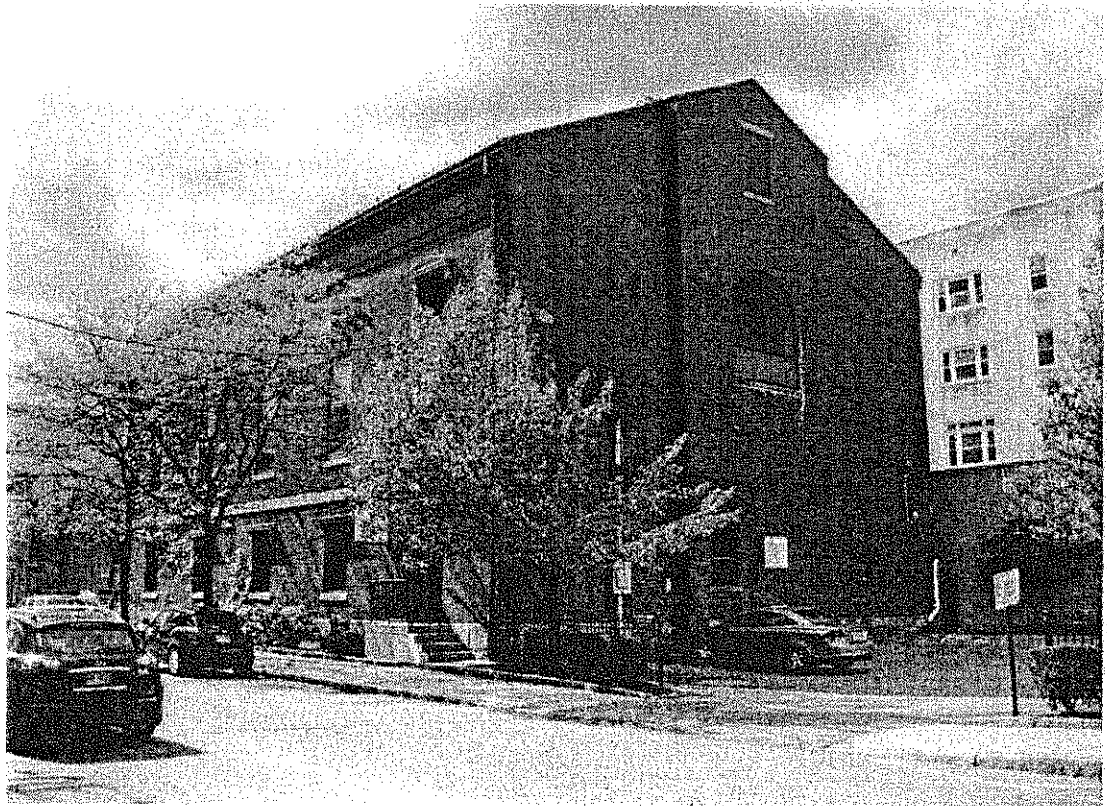
PROPERTY USE AT
TIME OF SALE: The first two floors were leased entirely to Nashua Bank. The third floor level was vacant.

INTENTION OF BUYER: The buyer intended to renovate the 3rd floor level as additional leased space.

HIGHEST AND BEST USE
AT TIME OF SALE: Multi-tenant office building.

COMMENTS/DETAILS: The small lot with relative lack of off street parking spaces negatively impacted the market for this sale property.

SALE #2 (CONT.)



SALE #3

ADDRESS: 9 Executive Drive Merrimack, NH

LEGAL DATA

GRANTOR: 100 Market Street LLC

GRANTEE: Cameron Real Estate Inc

DATE OF SALE: 12/21/10 DATE RECORDED: 12/22/10

SALES PRICE: \$1,400,000 UNIT PRICE: \$51.21 / SF

FINANCING: None noted. Cash to seller.

PROPERTY RIGHTS
TRANSFERRED: Leased Fee (50% occupied)

EASEMENTS OR
RESTRICTIONS: None known to impact value

CONFIRMATION: K. McManus with Doug Martin – broker.

CONDITION OF SALE: Arm's Length

NEIGHBORHOOD

LOCATION/CHARACTER: This property is located conveniently close to the Everett Turnpike, exit 11. The Executive Drive neighborhood includes a modern movie complex, however, there are two large scale, long term vacant hotel properties which detract from the appeal of the area.

SITE DESCRIPTION

MAP / LOT: 40/70

ZONING: C-2 Commercial

LOT SIZE: 1.50 acres

SEWER: Public WATER: Public ELECTRIC: Yes

IMPROVEMENTS:

YEAR BUILT: 1982

SALE #3 (CONT.)

TOTAL BUILDING AREA: 27,338± SF

EXTERIOR DESCRIPTION: A 2 story masonry construction multi-tenant office building with sufficient windows on both floor levels. Good structural quality of construction and in good condition for its age.

INTERIOR DESCRIPTION: The interior was entirely average quality finished office space with suspended acoustical ceilings, gypsum walls and carpeted and linoleum flooring. Generally in good condition.

SYSTEMS: Gas - fired central HVAC system.

PROPERTY DETAILS

PROPERTY USE AT
TIME OF SALE: The building was 50% occupied by tenants including the Nashua Regional Planning Commission and Life Plans, Inc.

INTENTION OF BUYER: The buyer intended to aggressively market the vacant space at rates of \$13.00 - \$14.00 SF Gross.

HIGHEST AND BEST USE
AT TIME OF SALE: Multi-tenant office building.

COMMENTS/DETAILS: The source indicated the low occupancy rate at the time of sale strongly influenced the sales price, which was originally listed a year and a half earlier for 70% more than the closing price.

SALE #3 (CONT.)



SALE #4

ADDRESS: 1662 Elm Street Manchester, NH

LEGAL DATA

GRANTOR: Manchester Mirror, LLC

GRANTEE: 1662 Elm LLC

DATE OF SALE: 3/8/10 DATE RECORDED: 3/9/10

SALES PRICE: \$1,600,000 UNIT PRICE: \$84.33 / SF

FINANCING: \$749,000 through People's United Bank. \$700,000 through W.H. Craig

PROPERTY RIGHTS
TRANSFERRED: Fee Simple with Billboard Income (see Comments)

EASEMENTS OR
RESTRICTIONS: None known to impact value

CONFIRMATION: K. McManus with Deanna Caron - broker.

CONDITION OF SALE: Arm's Length

NEIGHBORHOOD

LOCATION/CHARACTER: This property is located on the northern end of Elm Street, at the edge of the city's central business district, at the intersection with the Amoskeag Bridge intersection.

SITE DESCRIPTION

MAP / LOT: 162/3 A & B

ZONING: Commercial

LOT SIZE: 0.94 acres

SEWER: Public WATER: Public ELECTRIC: Yes

IMPROVEMENTS:

YEAR BUILT: 1956

SALE #4 (CONT.)

YEAR LAST RENOVATED: 2000 (Partial)

TOTAL BUILDING AREA: 18,972± SF

EXTERIOR DESCRIPTION: A 3 story masonry building with entire remodeled façade resembling good quality, recently constructed offices. There is a roof-mounted billboard.

INTERIOR DESCRIPTION: The source indicated the entire building was in good – very good condition to include portions recently renovated to Class A quality office use. The sale includes basement area with full, above-grade access to the rear.

SYSTEMS: Gas - fired forced central HVAC throughout.

PROPERTY DETAILS

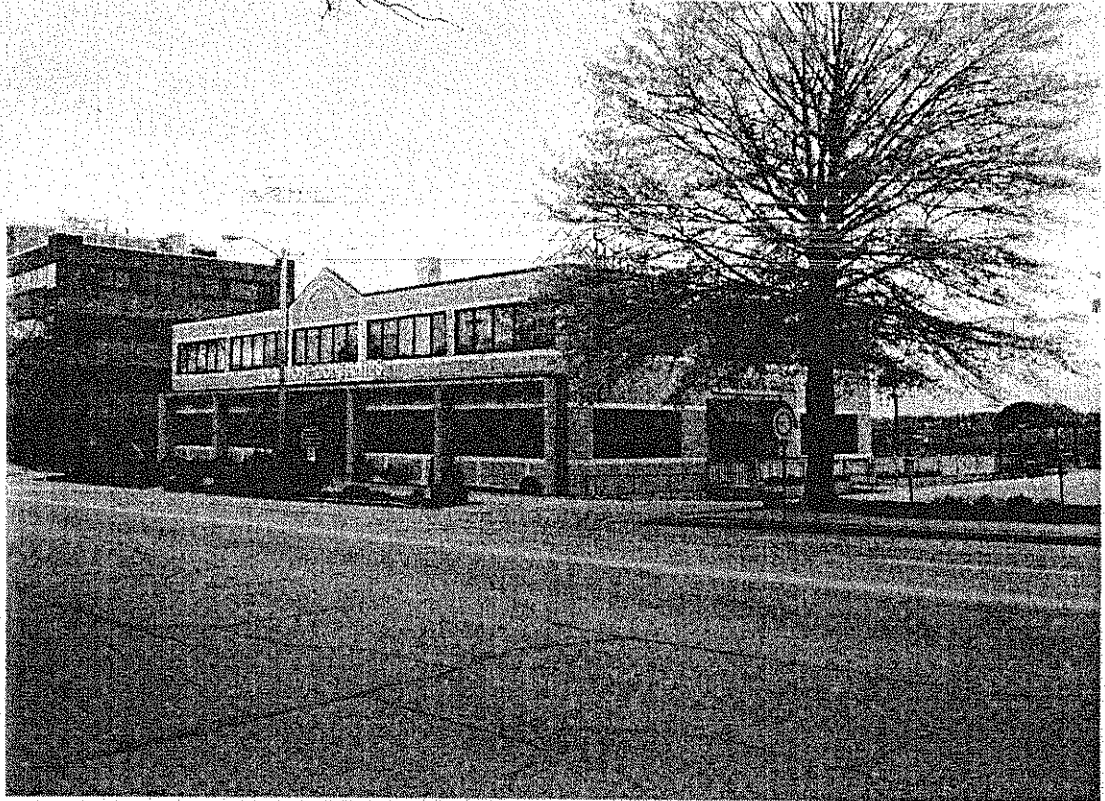
PROPERTY USE AT
TIME OF SALE: The entire building had been vacated shortly prior to the purchase. The roof-mounted billboard was leased and believed to generate \$10,000 net income.

INTENTION OF BUYER: The buyer intended to renovate the property in its entirety with little renovations.

HIGHEST AND BEST USE
AT TIME OF SALE: Multi-tenant office building.

COMMENTS/DETAILS: The billboard which generated an estimated \$10,000 net income annually contributed value as per the broker.

SALE #4 (CONT.)



APPENDIX C

RENT COMPARABLES

RENTAL SURVEY #1

BUILDING NAME: Elliott Plaza

LOCATION: 88 Main Street Nashua, NH

TYPE SPACE: Multi-tenant block office

VERIFIED BY: K. McManus with Thomas Fini - Broker

LESSOR: Martins Management Associates

LESSEE: Various

RENTAL SIZE: 1,000 – 2,000 SF

LEASE TERM: Varies

RATE / SF \$16.00

RATE MONTHLY: N/A

LESSOR PAYS: Gross

BUILDING DESCRIPTION: A good quality antique masonry block building recently renovated interior & exterior

COMMENTS: This building is analyzed in the Sales Approach as Sale #2. The above information is converted at the approximate cost from a "net" to "gross" basis.

RENTAL SURVEY #2

LOCATION: 400 Amherst Street Nashua, NH

TYPE SPACE: Multi-tenant Office

VERIFIED BY: K. McManus with Lawrence Hirsch - Broker

LESSEE: Environmental Interiors

RENTAL SIZE: 10,000 SF

LEASE TERM: 3 years

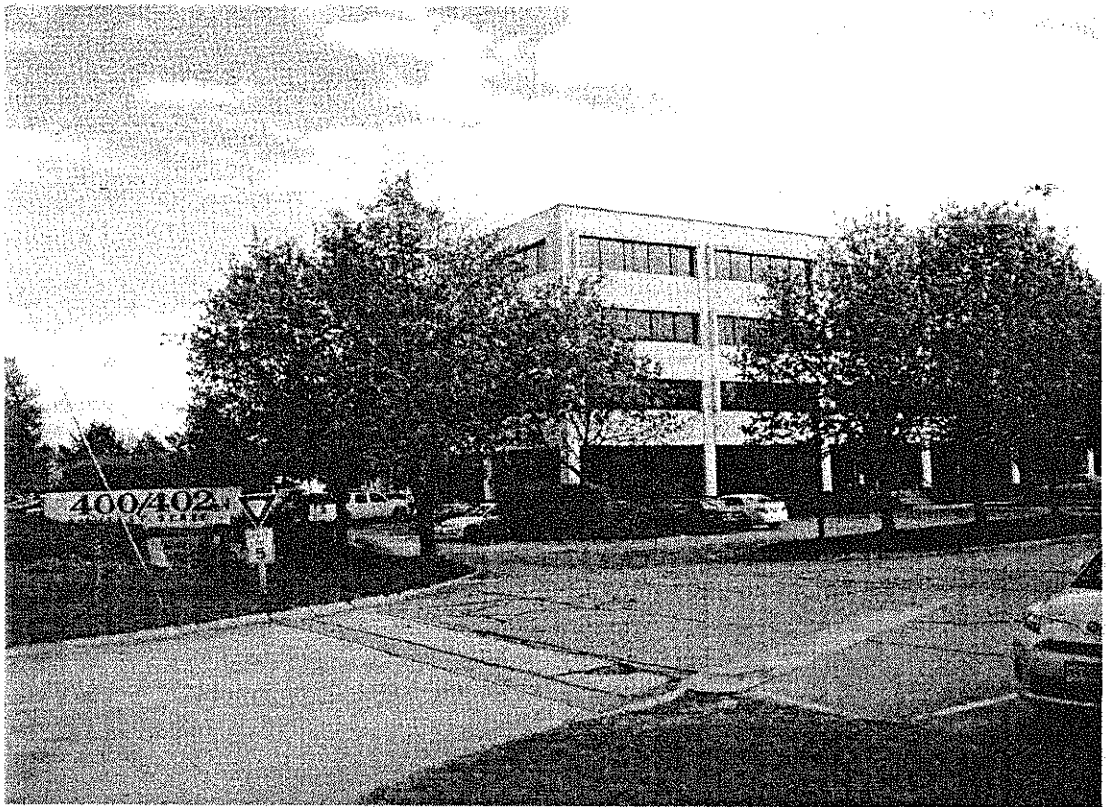
RATE / SF \$14.50

RATE MONTHLY: \$12,083

LESSOR PAYS: Gross

BUILDING DESCRIPTION: 400 Amherst and the adjacent 402 Amherst Street comprise a total of 72,000 SF of modern, multi-tenant office space in an intense commercially developed portion of the city. The buildings are located directly opposite the Somerset Parkway, exit 8 from the Everett Turnpike.

RENTAL SURVEY #2 (CONT.)



RENTAL SURVEY #3

BUILDING NAME: Indian Head Plaza

LOCATION: 30 Temple Street, Nashua, NH

TYPE SPACE: Multi-tenant office

VERIFIED BY: K. McManus with Kim Reagan - Broker

LESSEE: Various

RENTAL SIZE: 2,000 SF – 9,000 SF

LEASE TERM: 5 years

RATE / SF: \$14.50

RATE MONTHLY: N / A

LESSOR PAYS: Gross

BUILDING DESCRIPTION: Indian Head Plaza is a 7 story multi-tenant office constructed in 1983. According to the source and physical inspection, the modern relatively appealing design suffered from deferred maintenance to include some windows with plywood.

COMMENTS: The source indicated there were 7 new tenants representing 25,000 SF since June of 2011, at rates as above. As per the source, after a prolonged period of mismanagement, the building went from 75% vacant to approximately 50% occupied in the past 18 months.

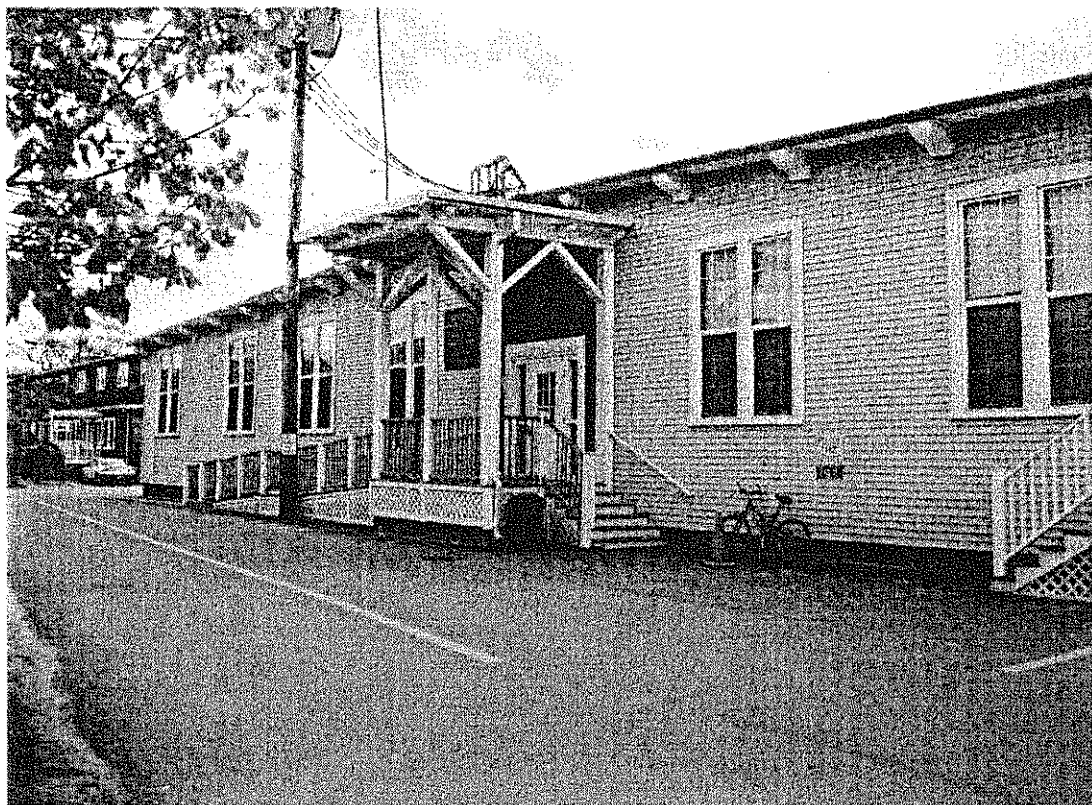
RENTAL SURVEY #3 (CONT.)



RENTAL SURVEY #4

LOCATION:	3 Pine Street Extension Nashua, NH
TYPE SPACE:	Office
VERIFIED BY:	K. McManus with State of NH Bureau of Planning & Management
LESSEE:	NH Department of Corrections
RENTAL SIZE:	3,632 SF
LEASE TERM:	3 years
RATE / SF	\$18.75
RATE MONTHLY:	\$5,675
LESSOR PAYS:	Gross
BUILDING DESCRIPTION:	A single story, converted wood frame mill building to multi-tenant commercial building use. This survey location is in close proximity to the appraised, somewhat further from Main Street.
COMMENTS:	The rate above is adjusted downward for inclusion of interior janitorial service. The relatively high rate may reflect unique criteria for this governmental tenant.

RENTAL SURVEY #4 (CONT.)



RENTAL SURVEY #5

LOCATION: 5 Pine Street Extension Nashua, NH

TYPE SPACE: Office

VERIFIED BY: K. McManus with State of NH Bureau of Planning & Management

LESSEE: NH Department of Health & Human Services

RENTAL SIZE: 32,437 SF

LEASE TERM: 5 years

RATE / SF \$17.50

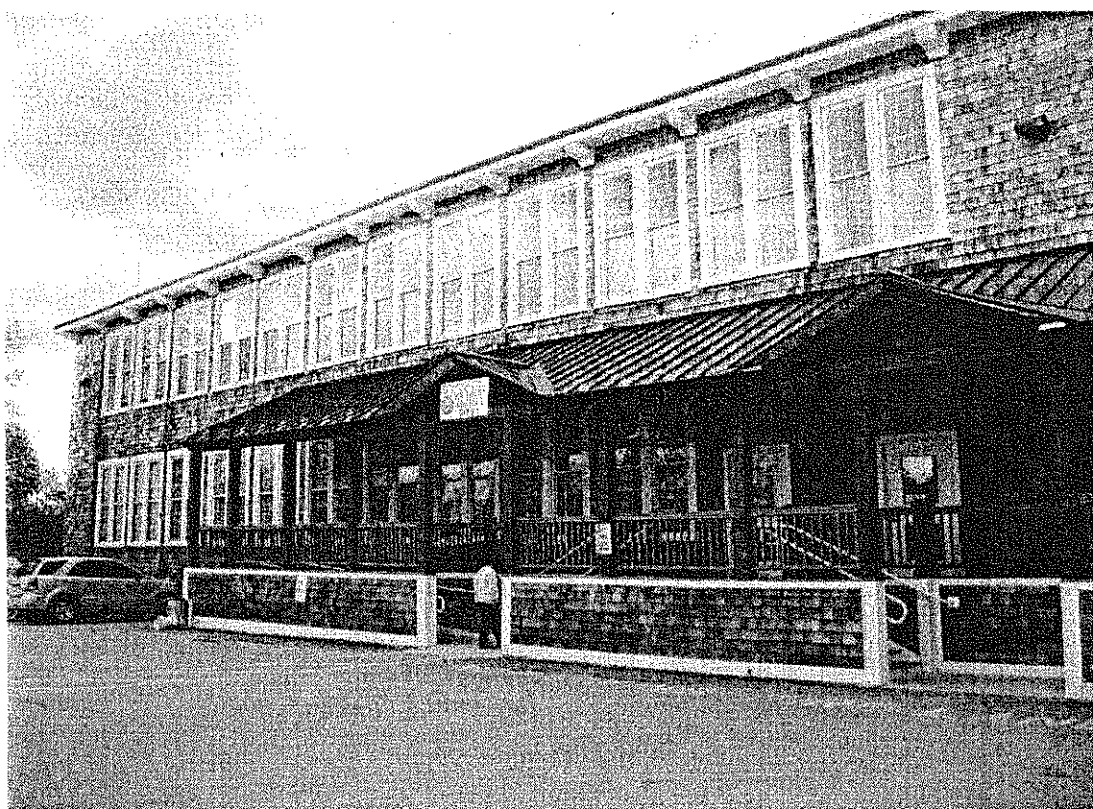
RATE MONTHLY: \$47,304

LESSOR PAYS: Gross

BUILDING DESCRIPTION: A 2-story, converted wood frame mill building to multi-tenant commercial building use. This survey location is in close proximity to the appraised, somewhat further from Main Street.

COMMENTS: The rate above is adjusted downward for inclusion of interior janitorial service. The relatively high rate may reflect unique criteria for this governmental tenant.

RENTAL SURVEY #5 (CONT.)



RENTAL SURVEY #6

LOCATION:	2 Commerce Drive Bedford, NH
TYPE SPACE:	Office
VERIFIED BY:	K. McManus with Ben Kelly - Broker
LESSEE:	Delta Management
RENTAL SIZE:	13,014 SF
LEASE TERM:	5 years
RATE / SF	\$18.00
RATE MONTHLY:	\$19,521
LESSOR PAYS:	Gross
BUILDING DESCRIPTION:	A 2-story, 1989 construction, multi-tenant masonry office building located just off of the D.W. Highway in Bedford.
COMMENTS:	The above information is converted at the approximate cost from a "net" to "gross" basis. The market for office space in Bedford is superior to that of Nashua as of the date of value.

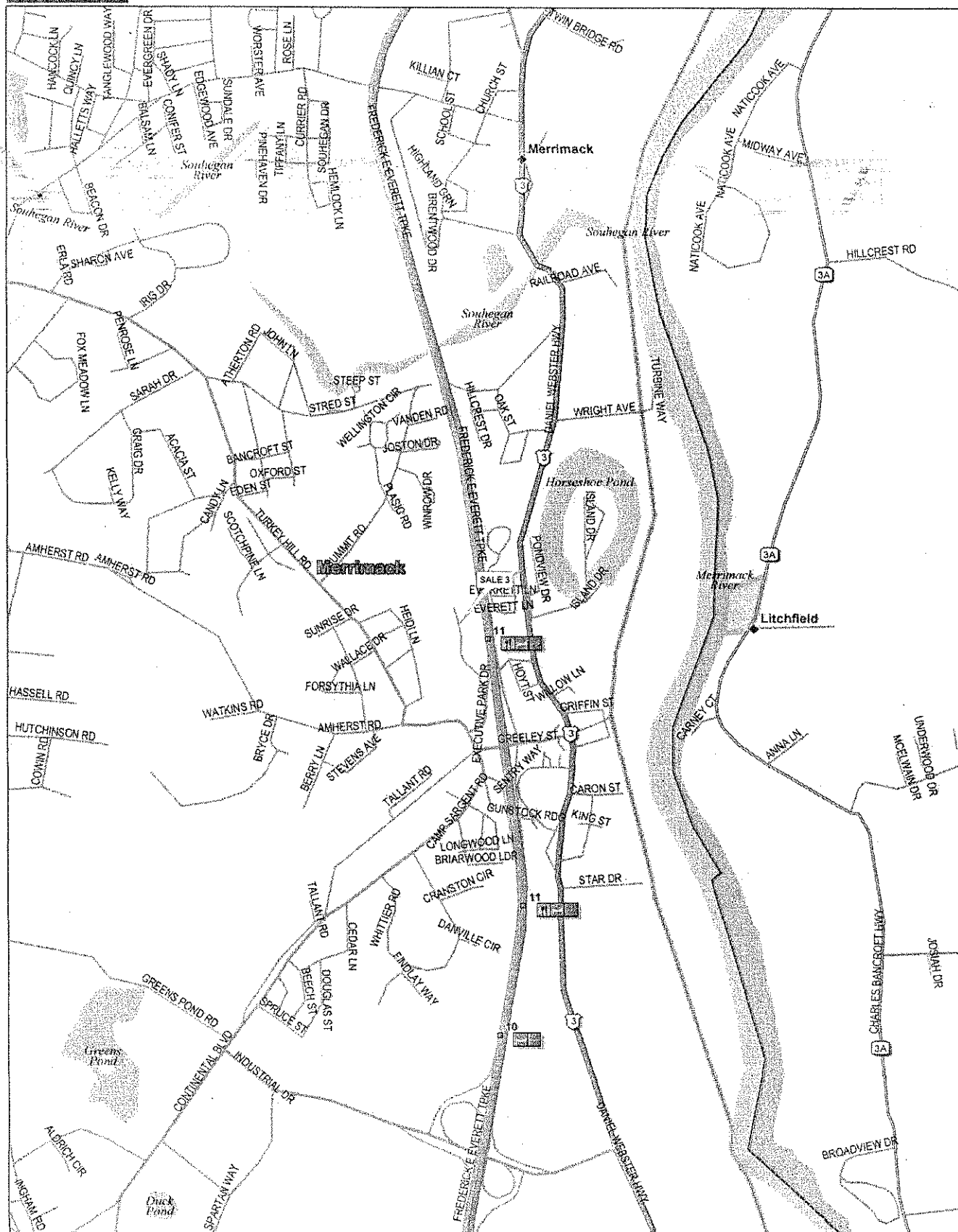
RENTAL SURVEY #6 (CONT.)



APPENDIX D

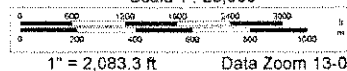
SALES & RENTS MAPS

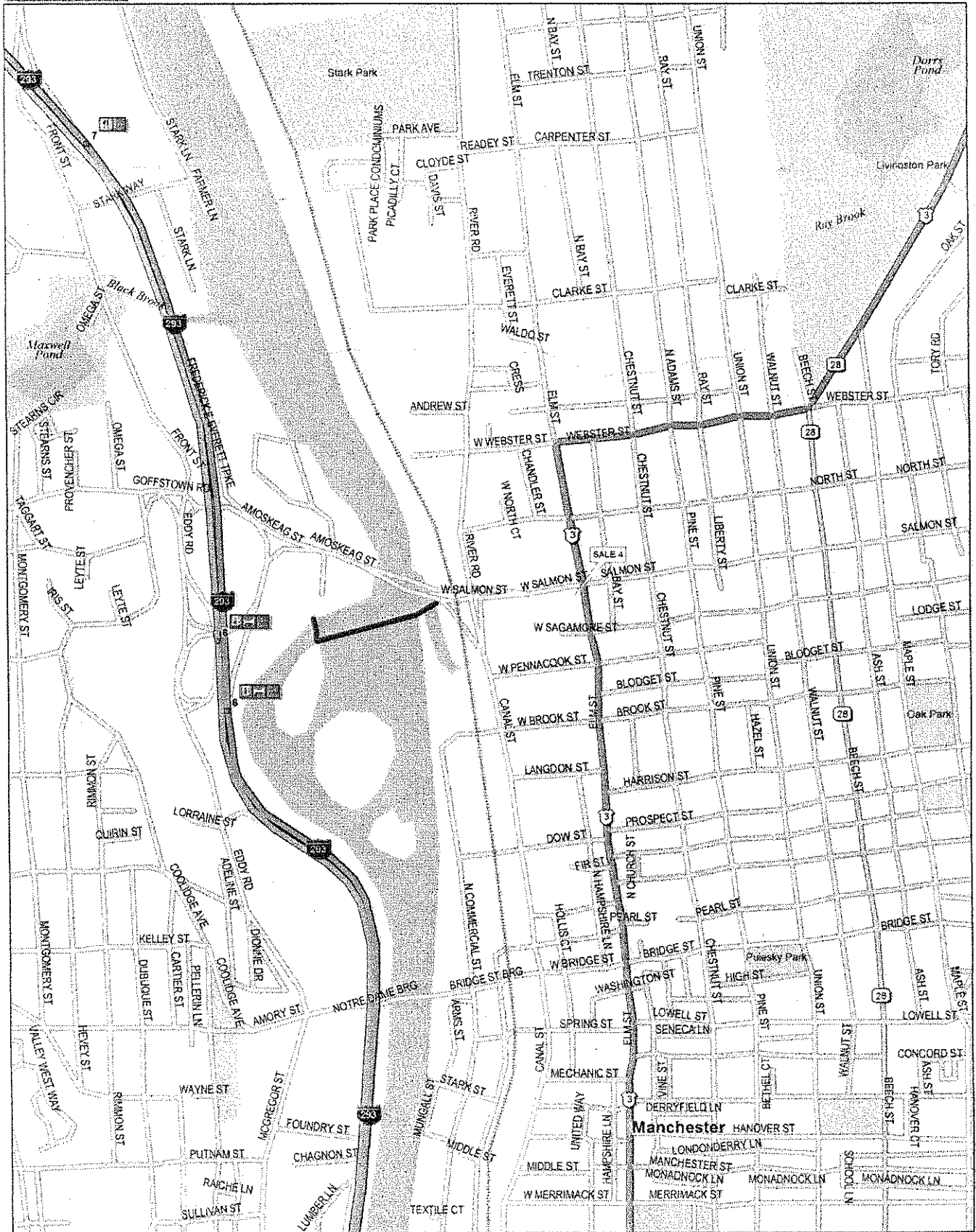




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Scale 1 : 25,000





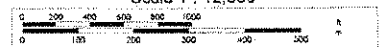
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MN (14.9°W)

Scale 1 : 12,800



Data Zoom 14-0



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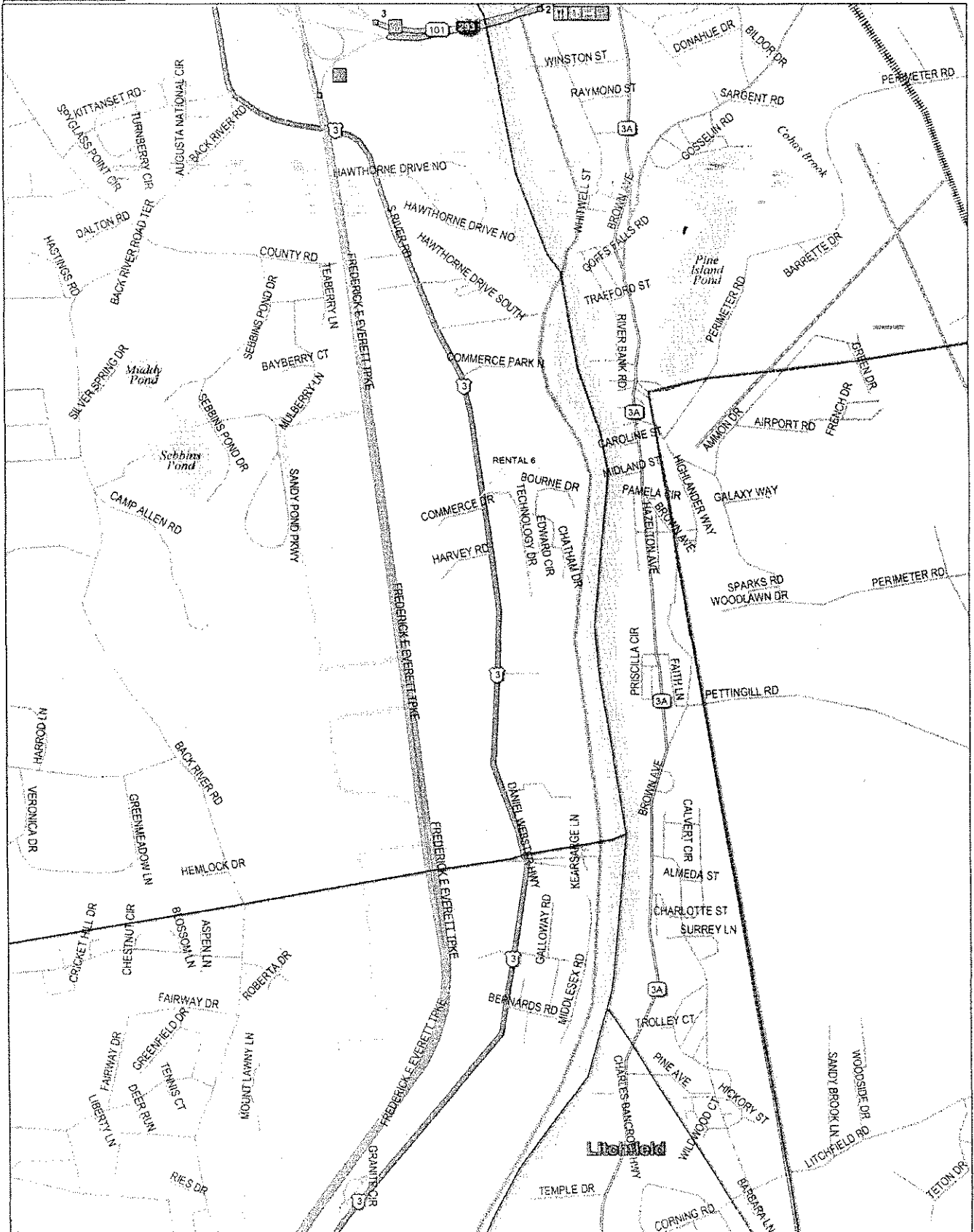
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1" = 1,066.7 ft

Scale 1 : 12,800

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0 100 200 300 400 500 600 700 800 900 1000
1" = 1,066.7 ft Data Zoom 14-0



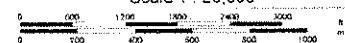
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MN (14.5°W)

Scale 1 : 25,000



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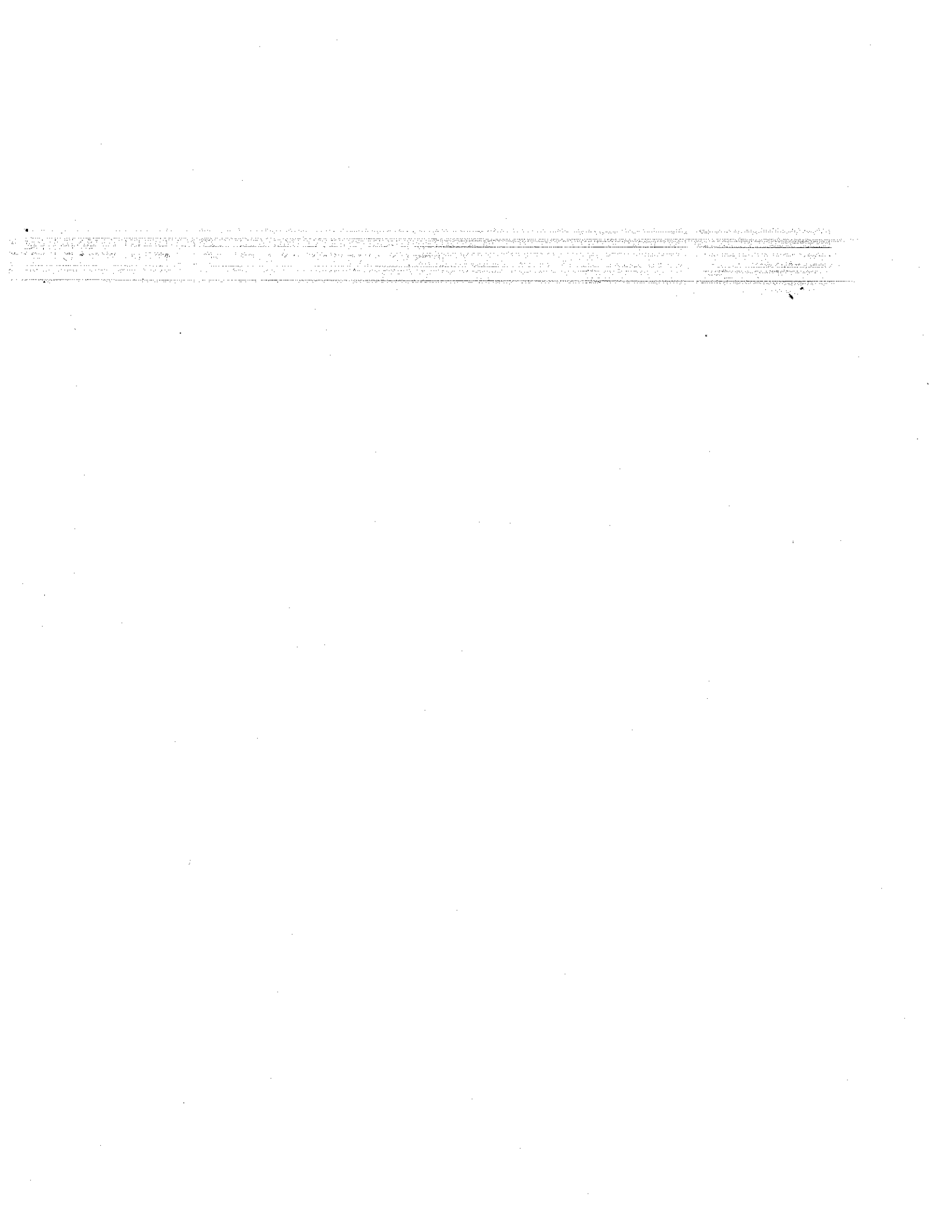
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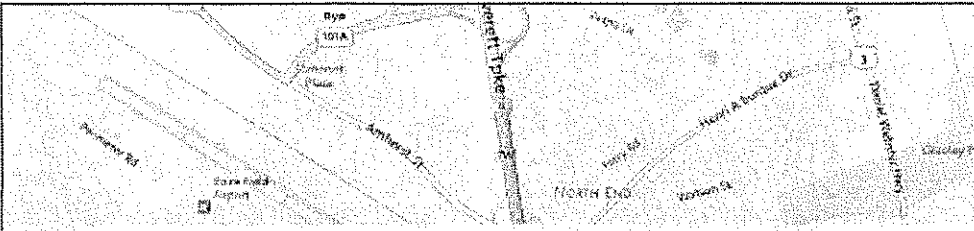
APPENDIX E

RENOVATION ESTIMATE

25 WALNUT ST NASHUA
RENOVATION ESTIMATE
(APPLIED TO 4,000 SF OF TOTAL BUILDING AREA)

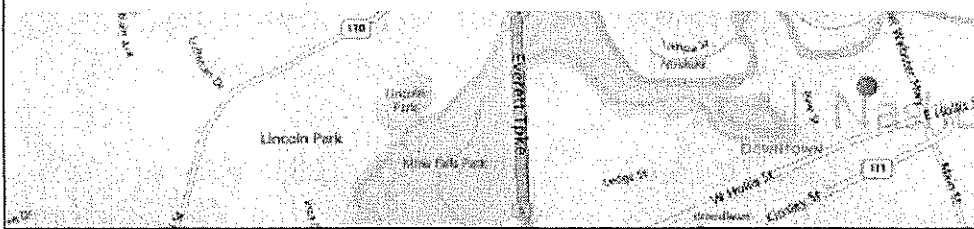
	<u>Total / SF</u>	<u>Total</u>	<u>M & S Reference</u>
Carpet	\$3.90	\$15,600	45-2 average quality
Acoustic ceiling	\$7.95	\$31,800	45-2 average quality
Interior partitions	\$25.19	\$100,760	45-3 average quality
Lighting	\$10.23	\$40,920	45-4 average quality
		<hr/> \$189,080	



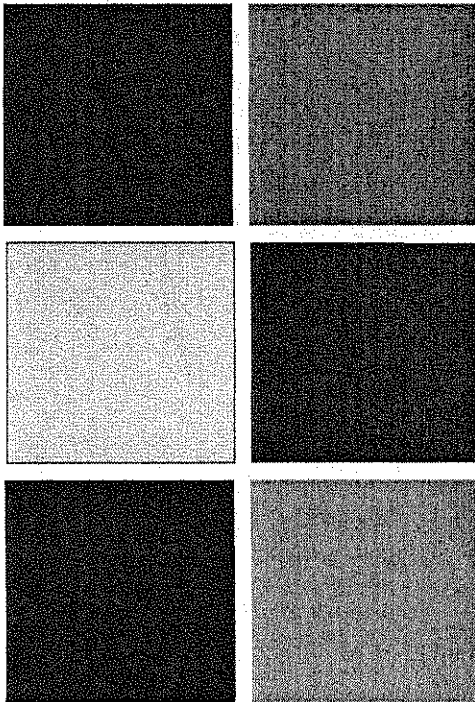


Marketing Proposal

Prepared for: Jared Nylund, Real Property Asset Manager
New Hampshire Department of Administrative Services



25 Walnut Street
Nashua | NH



October 2, 2012

Prepared by:
Judy Niles-Simmons
judy@nainorwoodgroup.com

Karl Norwood
karl@nainorwoodgroup.com

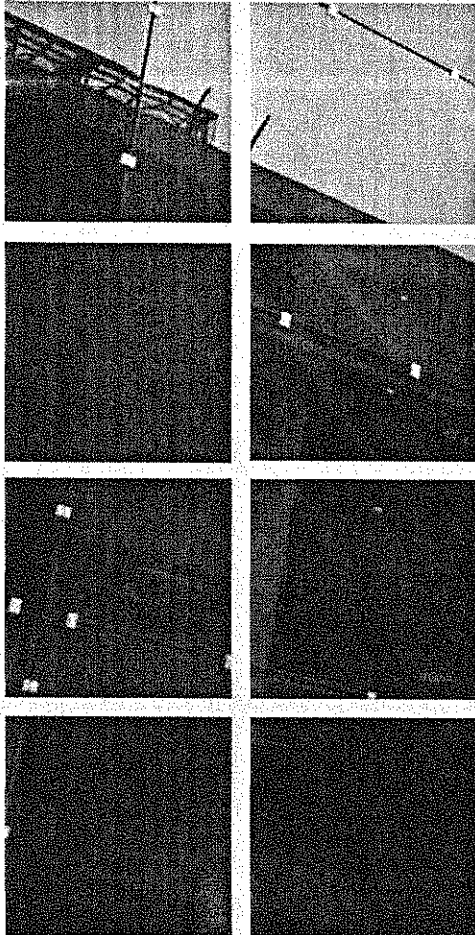
tel 603.668.7000

NAI Norwood Group

Commercial Real Estate Services, Worldwide.

116 South River Road
Bedford, NH 03110
nainorwoodgroup.com

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RFP- Sections A & B

A. Location and Personnel Assigned to Office as Required in Section 3.1

Karl E. Norwood and Judy Niles Simmons will be the key individuals assigned to this project should NAI Norwood Group be awarded. They both work out of the Bedford, NH office at 116 South River Road, which is within 50 miles of Concord, NH.

B. Experience, References, and Awards as Required in Section 3.2

Experience:

NAI Norwood Group has had extensive experience repositioning assets from their existing use. While past successes may not be court houses, we know that presenting the existing use and a potential use, or highest and best are different things. (see Company Profile, page 13)

Our experience in repositioning is vast. We have worked on institutional repositioning such as the Ash Street School in Manchester NH (listed below), which was a 16,000 SF downtown office/classroom building which now sits as a redevelopment office space. Airport Road in Gilford was an extension of Southern New Hampshire University being partially used as class space which was a repositioning for general office. New Hampshire College's Hooksett campus including the St. Mary's College Building, three dormitories and a single family house along with the additional 385 acres of mixed use land was repositioned for multiple uses. In addition, Chester College of New England (listed below) is a repositioning of an existing campus to either suit another campus or another institutional use.

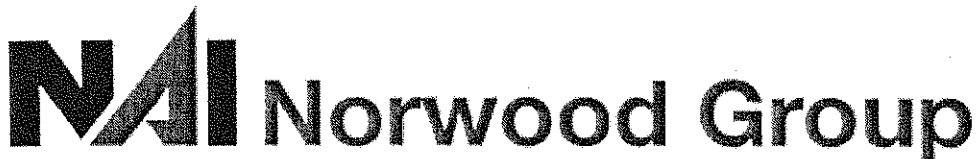
LW Packard Mills in Ashland (listed below) was the redevelopment of an old mill built over many years, to various legal lots and condominiums so as to be available for individual sale. 1505 First NH Turnpike in Northwood was a repositioning of an old antique store and former restaurant to a current medical use today. While not completed NAI Norwood Group is currently listing for sale the Department of Transportation's asset of 41 Range Road in Windham NH, which is land with an existing nursery retail use.

Overall our team has been successful, even during this sluggish economy, in assisting dozens of clients sell or purchase tens of thousands of square feet of office space throughout this downturn. For more relevant history of team members Karl Norwood and Judy Niles Simmons please see attached documents. (see pages 8 and 10)

In addition to the brokerage team listed above, assistance will also be given by Sarah Carson and Laurie Sienko from the marketing department whose work is outlined in the strategy section below.

References:

1. Amoskeag Industries and the City of Manchester, George Lagos, Chairperson, C/o McLane Law Firm, 900 Elm Street, Manchester, NH 03103, Cell Ph_603-913-4210 no fax number Project was to dispose of the former Ash Street School in downtown Manchester, NH, property needed to be presented to market for a new use other than the obsolete use of classroom and administrative space; Sale is 2007; total transaction value of \$800,000.
2. LW Packard, John Glidden, 8 Mill Street, Ashland NH, Ph: 968-3351, F: 968-7649. Working with client 2004-present; redevelopment of a functionally obsolete mill building into separate saleable lots and condominiums, work included working with town, architecture, civil engineer and buyers to accomplish the sale; 2005-2007 for the initial sales and consulting, other sale and consulting work to present; total transaction value \$3,000,000.
3. New Hampshire College North Campus, former President, Richard Gustafson, 17 Kittanset Road, Bedford, NH 03110, Phone: 603 -641-5617 (no fax available). We worked with the Town of Hooksett regarding current use penalties and donated the former library to the Town. Worked with engineers, developers and the Hooksett Planning Board and were successful in selling the different parcels and buildings. Multi-million dollar development.
4. Chester College of New England, Bob Baines Chester College, 40 Chester Road, Chester, NH 03036, Phone: 603-361-6904, no fax available. Working with client presently; assignment to dispose of office and educational facility and auxiliary offices and dormitories and repurpose the same in a downtown Chester; work began in May of 2012 and continues currently; total transaction value \$2,655,000.



Commercial Real Estate Services, Worldwide.

RFP- Sections C-G

Awards:

1. Karl E. Norwood – Realtor of the Year – NHCIBOR - 2012
2. Judy Niles-Simmons – Community Service Award - 2011 NHCIBOR Cares

C. Strategic Approach as required in Section 3.3

Office and Retail Units – As listed above our firm and our team has had opportunities to work for many firms, buyers and landlords to assist in the disposition or acquisition of office or retail space. This work has included small office condominiums to larger buildings. Our strategy with selling office and retail space is exposure. As more fully discussed in section 5.2A our exposure is for both owners, investors, users and brokers. We do this through print, email, online and good old phone calls.

Redevelopment – The strategy for redevelopment such as those listed above, New Hampshire College North Campus, Chester College, LW Packard, Ash Street School, and State DOT Land in Windham is exposure but there is an important first step of research. In today's market there is much uncertainty. The goal of the brokerage team and the seller should be to answer as many outstanding questions that could pertain to due diligence prior to the property being placed on the market. With all of these properties the goal of identification, research and due diligence is paramount. In some cases such as the New Hampshire College North Campus and LW Packard, the mill could not have been sold without certain town approvals. In other cases such as Chester College, the property can be sold but having all of the data on hand before placing on the market, helps firm the purchase price.

D. Certification of Licensure as required in Section 3.4

See Attached: Firm's License, Judy Niles-Simmons License, and Karl Norwood's License (see pages 8-12)

E. Pending Litigation as required by Section 3.8

Not Applicable

F. State of New Hampshire Vendor Number, issued after filing a Vendor Application and W-9 Form as required by Section 3.9

See attached document. (see page 15)

G. Proposed Marketing Strategy and Services as required by Section 5.2.A

25 Walnut Street is a clear redevelopment opportunity for the right investor or user. While the property still may have value and function as a courthouse, the likely buyer will want to make a new reuse of the property. It would be the goal of the brokerage team to help identify what these potential uses could be and present these opportunities to the market.

The first step in marketing will be to understand fully the asset prior to presenting to the market. With a redevelopment use, in particular in this market, it is important that as much information about the property is part of the marketing package presented to buyers. The State of New Hampshire has already acquired some of this material; however it is our experience that the fewer variables presented to the market the better. This work will consist of finding details of the site such as As-Builts or Structural Drawings; details on the generator and other mechanicals to the building; past operational costs including maintenance records and occupancy costs; and any other items that a buyer would reasonably request as part of their due diligence. This investigation may also include the request of work from other professionals such as civil engineering, to determine what possibilities and limitations would be included. This work would be requested to be done for free and done so with the permission of the State and conceptual only in nature to be used for marketing.

With this work completed we would compile the above information and create a brief marketing synopsis piece as well as a full buyer's package. The brief marketing piece would include highlights of the asset such as its proximity to the downtown, the highway and the conditions of the building. Our more robust acquisitions package would include the aforementioned as well as other items such as the floor plans, potential development concepts and operational expenses. We do recommend placing a price on the property in the general market rather than solicitation for bids.

RFP- Sections G & H

In addition we will strategically install signage upon the subject property (if acceptable). As you may know, many inquiries result directly from well-placed signage.

While this work is being done we would engage in the second phase of our marketing which is the presentation to prospective buyers and brokers. The property would be presented electronically to the market. We would place the property on our website (www.nainorwoodgroup.com), New England Commercial Property Exchange (www.necpe.com), Loopnet, (www.loopnet.com), CoStar (www.costar.com). From here the property would also be pushed to over 2 dozen other web sources. In addition we would market the property through You Tube. This would not only be as a passive marketing source for visits, it would also be a good catchment for out of state investors or users who are unable to visit the site to help answer questions. Our electronic marketing would also continue to our direct marketing in our email campaign of over 1,000 users, investors and real estate related individuals (attorneys, contractors etc). Our electronic marketing would also consist of emailing related brokers in the region who may have clients interested in acquiring the asset, this would be NH Commercial Investment Board of Realtors, New England Certified Commercial Investment Members, NAI Global (our international affiliation), New England Society of Office and Industrial Realtors as well as our internal database of Boston based real estate brokers.

Our print advertising will be on a targeted basis. We feel the most likely regional investors who would consider purchasing would be readers of the New England Real Estate Journal, and the property would be marketed there. For potential local investors we feel select advertising in the New Hampshire Business Review, New Hampshire Union Leader and Nashua Telegraph would help target buyers. In addition to these ads we would also consider working with the State to try and place articles in local news media about the sale and potential reuse to get to potential readers.

Of course all of the above can be considered passive marketing to some extent. Our firm believes that personal connection is often the best route. While the above will be implemented it will also be important to pick up the phone and contact potential targets. These targets may be well known individuals or they may be folks who have reached out to the State in months past. Either way, it is important we work as a team to reach out to these folks.

For physical tours of the property we recommend performing those on an individual basis to the greatest extent possible. We would also recommend for consideration a broker open house with commercial real estate brokers from the community, so that they can remove the mystery of what is inside and describe the same to their clients.

In addition to the marketing and positioning services listed above NAI Norwood Group would also act as the State's advisor to the ongoing activity in the market as well as be available for presentations to members of the State for meetings and hearings. Finally as discussed, we may recommend working as the State's point person for working with vendors (such as Civil Engineers or Architects) who may want to do gratis work to help us market the asset and position it for sale.

H. Market Analysis as required by Section 5.2.B

Property Description:

The subject property is located in the center of a rotary, surrounded by Walnut, Factory and Chestnut Streets, downtown, Nashua, New Hampshire. The 18,880+/-SF concrete frame-brick veneer, two story building was constructed circa 1979 with a full basement and an interior of finished air-conditioned office space, two court rooms, plus storage and six holding cells in the basement level. Access to the facility is through an attractive two-story glass entry/foyer. The building has an elevator but is not sprinklered. The facility is sited upon a circular and mostly level, 1.110+/- acre parcel serviced by municipal water/sewer, oil heat and electric utilities, plus a generator for back up. A portion of the underlying land sits below grade and it provides for adequate (for the former user) asphalt paved customer and employee parking. Electric service is unknown, but is presumed to be adequate for similar office uses. The property is situated within Nashua's Downtown (D1) Mixed Use (MU) zoning district. The overall condition of the building is presumed to be generally good inside and out, with attractive grounds, and the facility is believed to be adaptable to a variety of uses as permitted within the D1 MU zoning district. The property was toured by the brokerage team on 7/11/12.

RFP- Section H Continued

Assessment Information:

According to city of Nashua assessment records, the total current assessed value for the subject property is \$1,636,800. Current (2011) tax burden for the property is reportedly \$34,323.70 (see below for further details).

Legal Information:

City Tax Map/Lot Number: 0080-00093

HCRD Book/Page: 5340-1959

Lease Rates/Sale Prices:

Subsequent to our recent inspection of the property, we have surveyed the local office market in order to analyze available space comparable in size, location and condition to your property.

Any property value analysis involves a weighing of the various pluses and minuses related to the leasing/selling of a particular property. The largest minus factor considered in evaluating the subject property is the current stagnant state of the economy. Although local market conditions have appeared to have improved somewhat since the beginning of 2012, the office marketplace is still experiencing a fairly healthy amount of available space with a limited number of prospective tenants and buyers, especially for larger office spaces in excess of 15,000+/-SF. Another negative is the current office layout of the space which was designed for a very specific use and the lack of not having sprinklers. In our opinion, it would be difficult to sub-divide the space without incurring expenses. Also, the underground oil storage tanks are a negative, even though they have been inspected and meet current regulations, most Buyers will not want the liability. The property is also located in a "Highly Distressed Qualified Census Tract". While interest rates remain near to historically low levels, financing has become more difficult to obtain in recent years, and appraisers have been extremely conservative with their values, having to work with a limited amount of market data.

The plus factors of the subject property include that it contains attractive brick veneer – concrete frame, fairly modern, free-standing building improvements well-located within the downtown area of the City of Nashua. The property is a landmark in Nashua. The overall condition of the building is believed to be generally very good, fairly new roof, generator for back-up power, great visibility from all sides and located near the planned southern terminus of the future Broad Street Parkway, which will make access much more desirable. The property additionally benefits from being serviced by municipal utilities. Considering all of the foregoing features helps make this property unique and stand out amongst the overloaded inventory of office facilities currently available in the marketplace.

While typically not considered to be a reliable gauge of market value for local real estate, the city of Nashua Assessor's records indicate a total assessed value for the subject property of \$1,638,800, or about \$86.69 per square foot of gross building area. Applying the current assessment ratio (105.4%) to the subject's total assessed value, results in a slightly lower equalized market value estimate of approximately \$1,552,941, or about \$82.25 per square foot. Current annual tax burden for the entire subject property (estimated by the current tax rate of \$20.97/\$1,000) is \$34,323.70, or about \$1.82 per square foot of gross building area per year. In our opinion, the assessed value is on the high side.

An Income Approach is felt to be applicable relative to estimating market value for the subject property. Based upon recent lease information obtained from surveying similar office buildings located within the greater Nashua area (see attached rental comps), the estimated market lease rate for the subject building would likely be in the \$8.00- \$9.00/SF NNN range, which equates to an estimated annual gross income of \$151,040 - \$169,920. After deducting an estimated ten percent (10%) factor for vacancy and uncollectables, and then deducting another 10 percent (10%) for management, insurance, capital reserves, etc., the indicated net operating income would be between \$122,342 and \$137,635. Using an estimated market capitalization rate of 10 percent (10%), results in an indicated value range of between \$1,223,420 and \$1,376,352 or \$64.80 - \$72.90 PSF. This income approach assumes the building is fully occupied at those rates and as a result the end value would be discounted against other methods by an amount equal to the investment to multi tenant the property.

Due to the current relatively high cost of new construction and the difficulty in accurately estimating accrued depreciation, we are not considering a Cost Approach in our analysis.

RFP- Sections H-L

The Sales Comparison Approach is considered to be the most reliable method for estimating the market value for the subject property (a user/buyer will typically pay a higher price than an investor/buyer). A survey was conducted for office properties that recently transferred (see attached sale comps) and have some similarity to the subject property, along with office properties that are currently available on the market for sale within the greater Nashua area. The recent sale comps (attached documents) reveal a rather wide value range of between \$49.55/SF to \$78.68/SF. 19 Chestnut Street is the closest in proximity, and while aged, is a good comparable. 9 Executive was a partially leased office building at the time of sale already redeveloped. 920 Candia is a flex office, warehouse building but was selected because it is mostly office. 166 South River, though most recent, is challenging because it was 80%+ occupied at the time of sale. As a result we feel the comps approach yields a narrower value between \$50.00/SF-\$65.00/SF.

Address	Town	Date	Price	Size	PSF
19 Chestnut Street	Nashua	8/9/2010	1,221,000	24,640	49.55
9 Executive Park	Merrimack	12/29/2010	1,400,000	27,338	51.21
920 Candia	Manchester	5/13/2011	1,600,009	24,500	65.31
166 South River Road	Bedford	3/14/2011	2,350,000	29,867	78.68

Because of the uniqueness of the subject property, and the fact that the building itself has only an 18,880+/- SF footprint situated on a 1.110+/- acre parcel, it is our opinion that the property should therefore be marketed between \$60.00/SF - \$70.00/SF range which equates to a marketing price range of, \$1,227,200 - \$1,321,600. It is our opinion that the property will likely sell between \$1,038,400 and \$1,132,800, or \$55.00/SF-\$80.00/SF, with an anticipated marketing time of 6-12 months.

The foregoing estimated lease rate and selling price ranges are all based upon the presumption that the property is free and clear of hazardous waste or any environmental contamination conditions being present, and that the property can be transferred with clear marketable title.

(see pages 15-23 for comparables outlined in this section)

Highest and Best Use:

In our opinion, the highest and best use for the subject property would be a municipal use, law firm, bank/credit union, and possibly an educational use. An investor/user will take into consideration the cost to renovate the facility, which ultimately will determine the price they will be willing to pay.

I. Proposed Commission as required by Section 5.2.C which does not exceed six percent (6%) of gross sales price
Not included. See sealed envelope included in the overall package.

We encourage co-brokerage with other real estate firms and agree to share our fee equally with the co-operating agency.

J. Compliance Certification required by Section 5.3

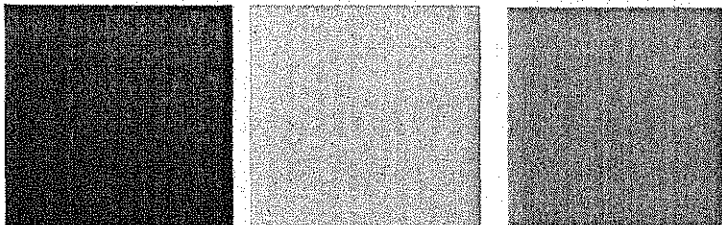
NAI Norwood Group as Offer will comply with all of the terms and conditions of the June 20, 2012 proposal as required by the State. No exceptions are made.

K. Completed and signed Proposal Certification from Section 7.1
Document attached

L. Original proposal and copies (hard and electronic) as required by Section 8.1



Commercial Real Estate Services, Worldwide.



Contact information

Judy Niles-Simmons ext. 218
NAI Norwood Group
tel 603 657 1926
judy@nainorwoodgroup.com
nainorwoodgroup.com
116 South River Road
Bedford, NH 03110

Judy Niles-Simmons Commercial Sales & Leasing

Scope of Service

Judy Niles-Simmons began her real estate career more than 20 years ago while working for a large residential developer. She has leasing managerial experience as she worked for large industrial facilities and was a principal in a commercial real estate brokerage firm.

Experience

Judy joined NAI Norwood Group in 1995. She has extensive experience in the development of land and in selling commercial/industrial investment properties. She also has experience in marketing multi-family residential projects in New Hampshire and Massachusetts.

Judy was presented the 2011 Community Service Award by NHCIBOR Cares. She was instrumental in the founding of this non-profit arm for NHCIBOR and served as the first President and as a Director.

Professional Affiliations & Designations

Licensed Broker in NH and MA.

Member of the ICSC

Member of the NHCIBOR

Member of GRI

Significant Transactions

J Jill Group: Listing/Selling Agent, 91,920+/- SF

FCI : Selling agent for 49,000+/- SF located at 101 E. Industrial Park Drive, Manchester, NH

Southern NH University: Listing Agent for 405 +/- acres/mixed development.

SMC Mgmt: Listing/Selling Agent for 3 multi-family complexes.

Home Depot: Joint ventured sale of a 200+/- acre development.

Burger King: Selling agent sold xtra land sites in NH

Snap-On-Tools: Listing/Selling Agent for sale of Merrill Drive, Hampton, NH

Judy Niles-Simmons License



License No. 013023

THIS IS TO CERTIFY THAT

JUDY J NILES-SIMMONS
AMHERST, NH

is duly licensed as a real estate associate broker for:
KARL E NORWOOD

in accordance with all of the provisions of Chapter 331-A of the New Hampshire Revised Statutes Annotated and amendments thereto, and the rules and regulations of this Commission.

This license applies only to the person or persons named herein and shall remain in effect unless sooner revoked or suspended in accordance with the law.

SIGNED, SEALED AND ATTESTED:

NEW HAMPSHIRE REAL ESTATE COMMISSION

BY


EXECUTIVE DIRECTOR

DATE OF LICENSE: FEBRUARY 27, 2012
TO FEBRUARY 27, 2014

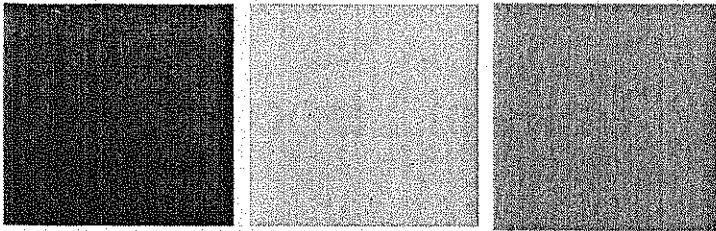
EFFECTIVE DATE: FEBRUARY 27, 2012

FORM NO. 166534



NAI Norwood Group

Commercial Real Estate Services, Worldwide.



Karl Norwood President

Scope of Service

Karl Norwood, President of NAI Norwood Group, founded the company in 1968 with his wife, Louise. Headquartered in Bedford, New Hampshire, the company provides specialized brokerage and development services throughout New Hampshire. The firm also provides outsourcing of real estate services to major corporations in North America.

Experience

Karl Norwood's real estate experience is multi-faceted, from multi-family to office and industrial properties. In business for over 40 years, he has been actively involved in all forms of commercial brokerage, negotiating on behalf of both landlords and tenants. His relationships with international clients have led to consulting assignments and joint ventures. The firm has developed, managed and/or owned over \$100 million dollars of residential, commercial and industrial properties.

Professional Affiliations & Designations

Licensed broker in New Hampshire & Massachusetts

Past President and Member of SIOR

Past President and Member of CCIM

CRE

NHCIBOR

Contact information

Karl Norwood ext. 202
NAI Norwood Group
tel 603 668 7000
karl@nainorwoodgroup.com
nainorwoodgroup.com
116 South River Road
Bedford, NH 03110

NAI Norwood Group

Commercial Real Estate Services, Worldwide.

Karl Norwood License



License No. 006788

THIS IS TO CERTIFY THAT **KARL E NORWOOD**
AMHERST, NH

is duly licensed as a real estate broker

in accordance with all of the provisions of Chapter 331-A of the New Hampshire Revised Statutes Annotated and amendments thereto, and the rules and regulations of this Commission.

This license applies only to the person or persons named herein and shall remain in effect unless sooner revoked or suspended in accordance with the law.

SIGNED, SEALED AND ATTESTED:

NEW HAMPSHIRE REAL ESTATE COMMISSION

BY


EXECUTIVE DIRECTOR

DATE OF LICENSE: **APRIL 28, 2011**
TO **APRIL 28, 2013**

EFFECTIVE DATE: **APRIL 28, 2011**

FORM NO.

161568



NAI **Norwood Group**

Commercial Real Estate Services, Worldwide.

NAI Norwood Group License



License No. 055594

THIS IS TO CERTIFY THAT

**THE NORWOOD GROUP INC
D.B.A. NAI NORWOOD GROUP
BEDFORD, NH**

is duly licensed as a real estate firm and the principal broker is:

KARL E NORWOOD

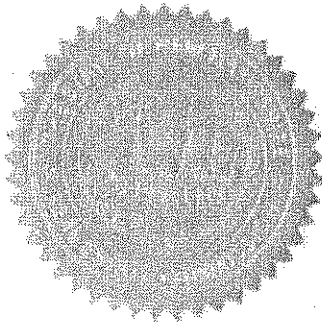
in accordance with all of the provisions of Chapter 331-A of the New Hampshire Revised Statutes Annotated and amendments thereto, and the rules and regulations of this Commission.

This license applies only to the person or persons named herein and shall remain in effect unless sooner revoked or suspended in accordance with the law.

SIGNED, SEALED AND ATTESTED:

NEW HAMPSHIRE REAL ESTATE COMMISSION

BY


EXECUTIVE DIRECTOR

DATE OF LICENSE **JULY 26, 2010**
TO **JULY 26, 2012**

EFFECTIVE DATE **JULY 26, 2010**

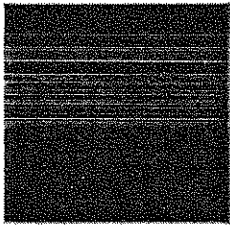
FORM No. **153243**



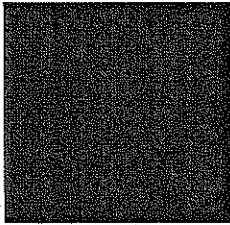
NAI Norwood Group

Commercial Real Estate Services, Worldwide.

Company Profile

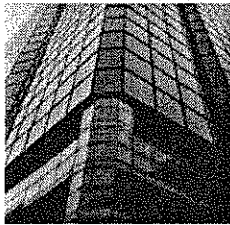


NAI Norwood Group is an affiliate of NAI Global, the world's leading managed network of independently owned commercial real estate brokerage firms. Through this network of 325 offices in 55 countries, NAI Norwood Group is able to leverage their strong local experience around the world. Whether your commercial real estate needs require local expertise, or you need brokerage consulting around the world, the firm is here to help. With our extensive background and strong local contacts, we are able to assist individual corporations in negotiating leases, sales, business brokerage, relocation, site selection and development.

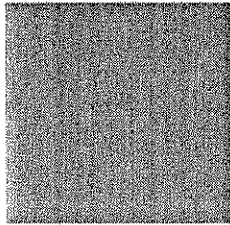


Founded in 1968 by Karl Norwood, The Norwood Group became one of the largest real estate firms in the State of New Hampshire. The company expanded into residential land development and home construction in the seventies and formed Norwood Group International, focusing on attracting foreign investors to form joint ventures in commercial real estate, primarily in the New England marketplace. In 2008 NAI Norwood Group opened a second location in Portsmouth, NH vastly widening services into the seacoast area. NAI Norwood Group has remained a viable leader in the commercial real estate field and has continued to hone its skills in this evolving world of sophisticated clients who demand services in dealing with the complexity of the current global market.

NAI Norwood Group offers a range of services to clients that include landlord representation, tenant/buyer representation, business brokerage, consulting, and development. NAI Norwood Group's affiliation with NAI Global enhances the services by spanning resources on a worldwide level.



NAI Norwood Group is actively involved in the New Hampshire Association of REALTORS and company members have held numerous leadership positions within the organization. They are Charter Members of NH CIBOR (Commercial Investment Division of the New Hampshire Association of REALTORS), hold membership in CCIM (Certified Commercial Investment Member), SIOR (Society of Industrial and Office REALTORS), NEBBA (New England Business Brokers Association), and CRE (Counselors of Real Estate). In addition the group subscribes to industry specific trade organizations such as the ICSC (International Council of Shopping Centers).



Since 2000, NAI Norwood Group has sold 1,500+ acres of land totaling more than \$58 million. In addition, we've assisted clients in the acquisition and disposition of 2.8+ million square feet valued at \$191 million, in addition to over 1 million square feet of self-storage space valued at more than \$55 million.

It is the goal of our firm to service the requirements of a wide spectrum of the community in which we operate. This is why members of our firm routinely serve on boards and local civic organizations, from Chambers to Non-profits to real estate specific boards. Having been a trademark in the community for 40 years, the team looks forward to an extraordinary future.

Vendor Number

PART VII - COMPLETION REQUIREMENTS

7.1 PROPOSAL CERTIFICATION

By submitting a Proposal in response to this RFP and signing below, the Offeror hereby certifies as follows:

- A. The Offeror has been duly authorized to submit the Proposal, to make and sign this Proposal Certification, and to enter into any contract that may be awarded as a result. The person signing on behalf of the Offeror below is duly authorized to sign this Proposal Certification on behalf of the Offeror and to bind the Offeror to the full and complete performance of any contract that may be awarded as a result of this RFP.
- B. The Offeror understands and agrees to comply with and be bound by all of the terms and conditions of this RFP and any attachments hereto, except for any terms and conditions for which an exception was taken and identified in the Proposal pursuant to Section 5.3.
- C. The Proposal shall remain effective for 180 days following the submission deadline set forth in this RFP.
- D. The commission or fee structure included in the Proposal was established without collusion with any other vendor.
- E. The Offeror's Vendor Number is 227784
- F. None of the Real Estate Brokers or Real Estate Firms named in the Proposal are now or have ever been the subject of any past or present disciplinary proceeding before the New Hampshire Real Estate Commission (or its counterpart in any other state), except as fully disclosed in writing and submitted herewith, together with descriptions of the outcomes and any resulting settlements, sanctions, or penalties.

Offeror Name: The Norwood Group, Inc.

By: Kathleen Thurston July 17, 2012
(Signature) (Date)

Name and Title of Person Signing: Kathleen Thurston

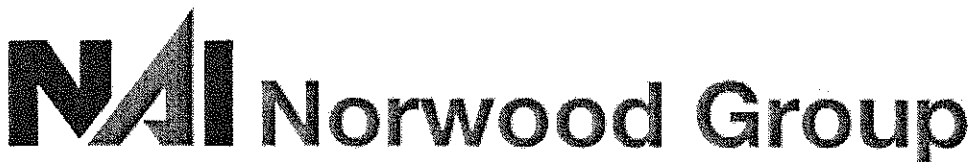
Offeror Contact Person: Kathleen Thurston

Address: 116 So. River Road, Bedford, NH 03110

Telephone Number: 603-668-7000, Ext 210

Fax Number: _____

Email Address: kay@nainorwoodgroup.com



Commercial Real Estate Services, Worldwide.

W9



STATE OF NEW HAMPSHIRE
ELECTRONIC ALTERNATE W-9 FORM

Please use this form to provide the requested information

Business Name: The Norwood Group, Inc.
Additional or DBA Name: NAI Norwood Group
Legal Name: The Norwood Group, Inc.

Remit Address: 116-G South River Road
Remit City: Bedford Remit State: NH Remit Zip: 03110

Business Address: 116-G South River Road
Business City: Bedford Business State: NH Business Zip: 03110
Phone: (603) 668-7000

Taxpayer Identification Number: 02-0311650;
Principal Activity(s): Service Provider
Designation(s): Corporation
Diversity Type(s):

Under penalty of perjury, I declare that the information provided is true, correct & complete, to the best of my knowledge and belief.

Signature: Kathleen Thurston, ELECTRONICALLY SIGNED

Pursuant to IRS Regulations, you must furnish your Taxpayer Identification Number (TIN) to the State whether or not you are required to file tax returns. If this number is not provided, you may be subject to a 28% withholding on each payment made to you. To avoid this 28% withholding & to ensure that accurate tax information is reported to the IRS, A RESPONSE IS REQUIRED.

NAI Norwood Group

Commercial Real Estate Services, Worldwide.

Comparable - Active

Jul 17, 2012 on NECPE

44 Franklin Street

44 Franklin Street, Nashua, NH 03064

Listing ID: 2098210
Status: Active
Property Type: Office For Lease
Office Type: Office Building
Rental Rate: \$9.50 PSF (Annual)
Monthly Rent: \$4,750 - 10,408.83
Lease Types: NNN
Contiguous Space: 6,000 - 13,148 SF
Total Available: 13,148 SF
Nearest MSA: Manchester-Nashua
County: Hillsborough

Property Overview

CB Richard Ellis is pleased to present 44 Franklin Street, a rare downtown stand alone office building that was built as the headquarters of Nashua Corporation in 1930 and updated for Kewell in 2001. The 34,000 SF building sits within the proposed Riverfront West development project, which will be a mixed-use neighborhood of office, residential, parks,

shopping and recreation linked together by a river walk along the Nashua River. The building is also located within walking distance of the rail line, which has future plans for a commuter railway connecting Nashua to Boston.

Amenities include a 2,000 SF raised floor computer room, elegant offices,

updated mechanicals (circa 2001) and an elevator shaft in place. There is the possibility to add more floors onto the building.

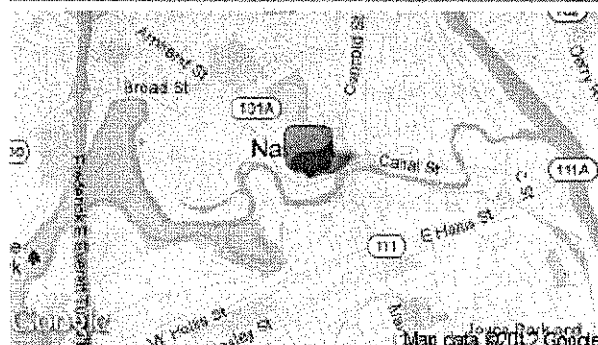
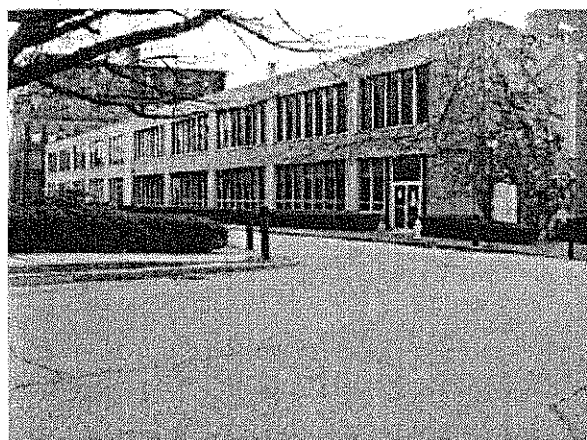
The site provides approximately 100 parking spaces, and is easily accessible from Exits 5, 6 and 7 of The F.E. Everett Turnpike/Route 3 as well as from Routes 101A and 111. It is located just 5 minutes from the Massachusetts border and 20 minutes from the Manchester-Boston Region Airport.

For more details or to schedule a showing, contact Mike Tamposi at

603.315.4348.

PROPERTY SPECIFICATIONS

- Total Size: 34,000 SF
- Lease Space Available: 13,148 SF
- Office Class: B+
- Divisible: Yes
- Zoning: General Industrial (GI) / Mixed-use overlay district (MU)
- Year Built: 1930 / updated 2001
- Elevators: Being installed



Comparable - Active

Jul 17, 2012 on NECPE

40 East Pearl Street

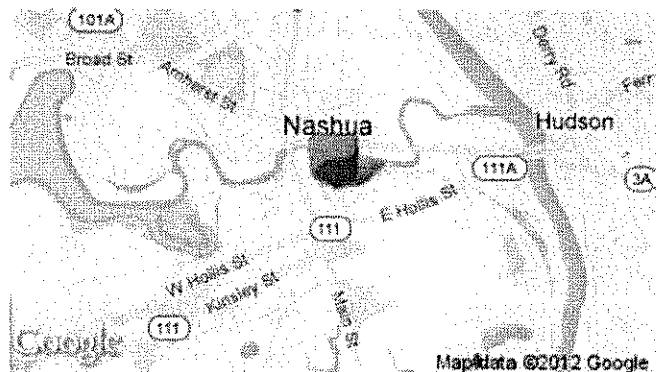
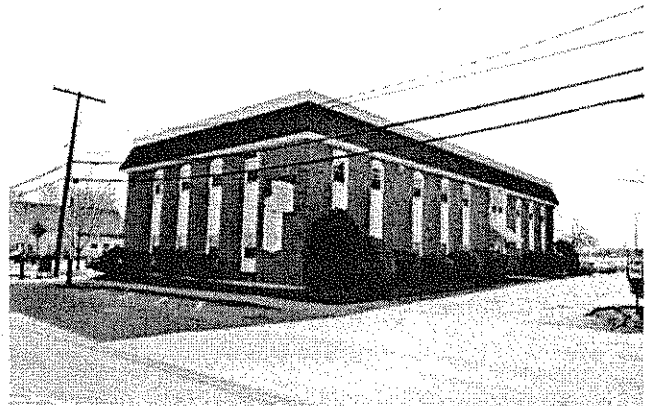
40 E Pearl St, Nashua, NH 03060

Listing ID: 28237053
Status: Active
Property Type: Office For Lease
Office Type: Office Building
Rental Rate: \$15 PSF (Annual)
Monthly Rent: \$6,250
Lease Types: Gross Lease
Contiguous Space: 5,000 SF
Total Available: 5,000 SF
Nearest MSA: Manchester-Nashua
County: Hillsborough

Property Overview

CBRE/New England is pleased to present the availability of 40 East Pearl Street, Nashua, NH, a 10,000 SF office building with the availability of the entire 2nd floor of 5,000 SF. The space has elevator access, lots of natural light and is fully air conditioned. The building offers plenty of onsite parking (4.6/1000 spaces) and is located adjacent to the Nashua Superior Court. This excellent location makes it ideal for a variety of professional uses, with easy walking distance to all downtown retail, dining and other amenities.

Nashua is consistently ranked among the nation's top cities in which to live, work and raise a family. Nashua has been named Money magazine's "Best Place to Live in America" and is the only city in the nation to ever win this award twice.



Comparable - Active

Jul 17, 2012 on NECPE

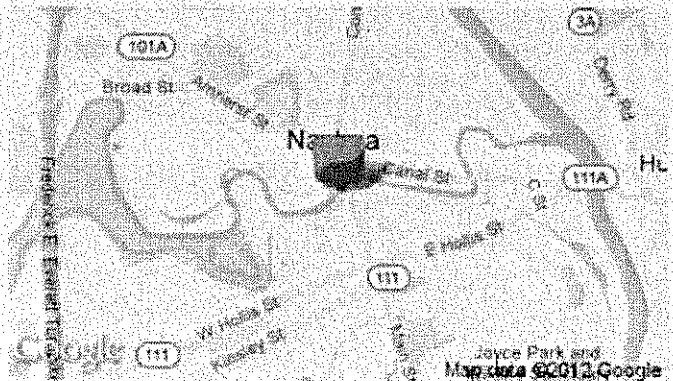
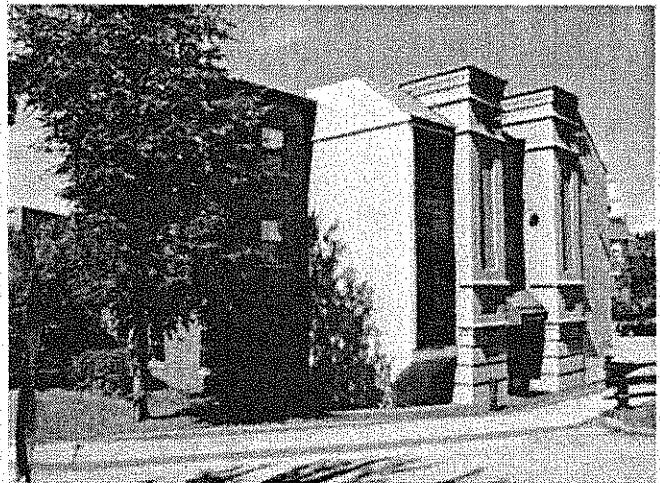
2,000 to 10,000 SF Class A Office Suites - Nashua, NH

4 Water Street, Nashua, NH 03060

Listing ID: 2149994
Status: Active
Property Type: Office For Lease
Office Type: Office Building
Rental Rate: \$16 PSF (Annual)
Monthly Rent: \$2,666.67 - 13,333.33
Lease Types: Modified Gross
Contiguous Space: 2,000 - 10,000 SF
Total Available: 10,000 SF
Nearest MSA: Manchester-Nashua
County: Hillsborough

Property Overview

Please contact the agent for more information about this property.



Comparable - Active

Jul 17, 2012 on NECPE

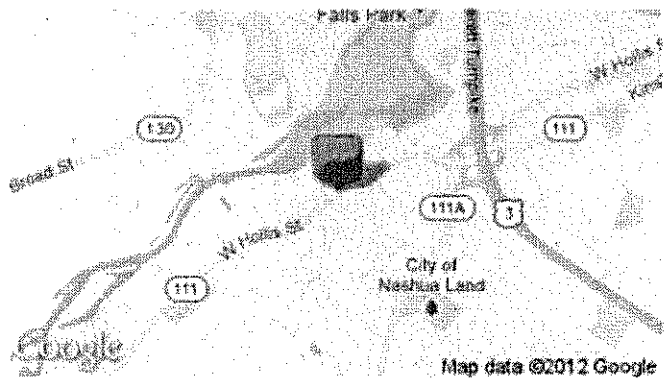
591 West Hollis Street

591 W Hollis St, Nashua, NH 03062

Listing ID: 28246551
Status: Active
Property Type: Office For Sale
Office Type: Medical, Office Building
Sale Price: \$1,683,000
Unit Price: \$93.50 Per SF
Sale Terms: [Cash to Seller]
Nearest MSA: Manchester-Nashua
County: Hillsborough
Property Use Type: Vacant/Owner-User
Zoning: R-p (Suburban Residence)
Class of Space: Class A
Building Size (RSF): 18,000 SF

Property Overview

Located just West of Everett Turnpike (Exit 5) in Nashua. This property has been used as a Dartmouth Hitchcock Clinic in Nashua until last year. The original Matthew Thornton building.



Comparable - Active

Jul 17, 2012 on NECPE

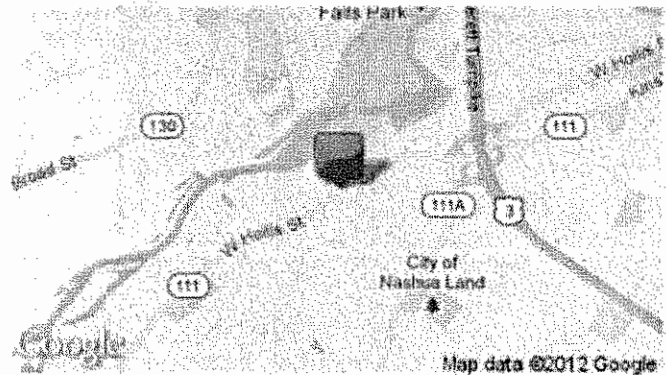
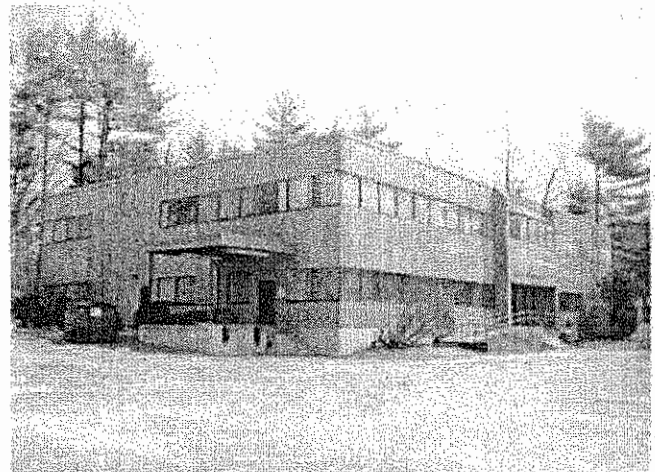
589 West Hollis Street, Nashua, NH

589 W Hollis St, Nashua, NH 03062

Listing ID: 28246549
Status: Active
Property Type: Office For Sale
Office Type: Medical, Office Building
Sale Price: \$1,813,000
Unit Price: \$91.34 Per SF
Sale Terms: (Cash to Seller)
Nearest MSA: Manchester-Nashua
County: Hillsborough
Property Use Type: Vacant/Owner-User
Zoning: PI (Park Industrial)
Class of Space: Class A
Building Size (RSF): 19,850 SF

Property Overview

Just West of the Everett Turnpike (Exit 5) in Nashua. This property has been used as a Dartmouth Hitchcock Clinic in Nashua until last year.



Comparable - Sold

Jul 17, 2012 on NTCPE

Bedford Crossing

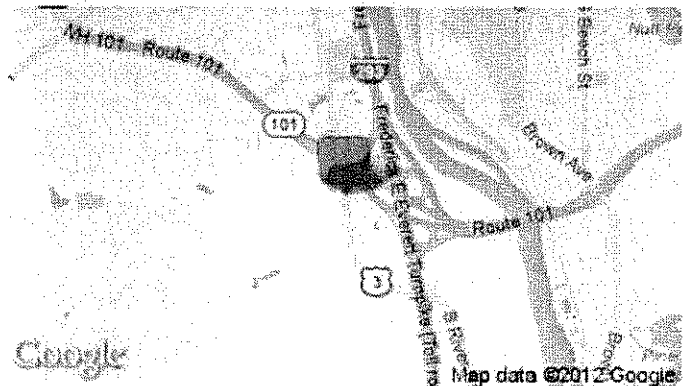
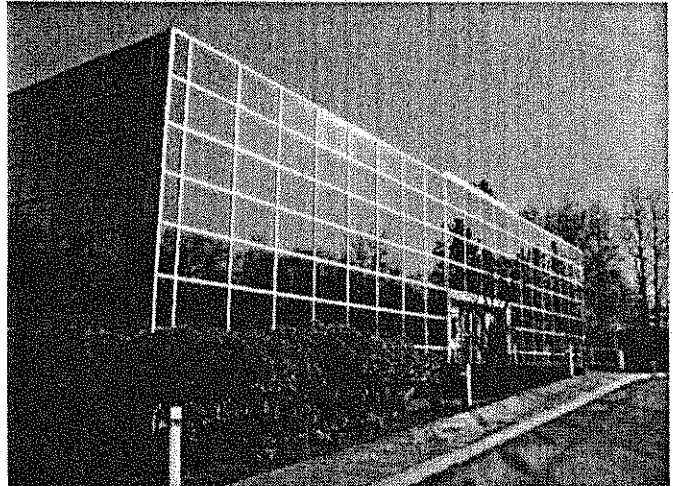
166 South River Road, Bedford, NH 03110

Comparable ID: 1212044
Property Type: Office - SOLD 3/14/2011
Property Subtype: Office Building
Archived Date: 3/16/2011
Closing Date: 3/14/2011
Asking Sale Price: \$2,800,000
Final Sale Price: \$2,350,000
Final Sale Unit Price: \$78.68 Per SF
Size: 29,867 SF
Days on CIE: 275
County: Hillsborough
Nearest MSA: Manchester-Nashua
Building Size (RSF): 29,867 SF

Property Overview

Bedford Crossing is a landmark office property located at the intersections of 3 major highway systems and in the heart of the medical, office and retail corridor of the community. This property has a historically high rate of occupancy and is a preferred destination for growing companies and professionals who want to participate in the extraordinary future of this vibrant business community.

Bedford Crossing offers the qualified investor or owner/user an opportunity to acquire this appropriately priced asset with strong appreciation potential.



Comparable - Sold

Jul 17, 2012 on NECPE

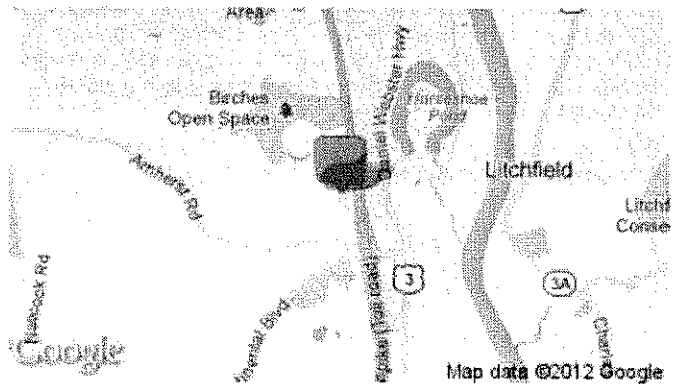
9 Executive Park Dr

9 Executive Park Dr, Merrimack, NH 03054

Comparable ID: 1122280
Property Type: Office - SOLD 12/29/2010
Property Subtype: Office Building
Archived Date: 12/30/2010
Closing Date: 12/29/2010
Asking Sale Price: \$2,395,000
Final Sale Price: \$1,400,000
Final Sale Unit Price: \$51.21 Per SF
Size: 27,338 SF
Days on CIE: 553
County: Hillsborough
Nearest MSA: Manchester-Nashua
Building Size (RSF): 27,338 SF
Year Built: 1982
Parking Ratio: 3.07

Property Overview

27,338± sf, 2 story professional office building on 1.5± acres, all with NNN leases. Lease expirations/renewals are staggered. Building is handicap accessible. Minimal common area within building to maintain. Financial information available upon execution of non-disclosure agreement. Ample on-site parking. Strong leasing history.



Comparable - Sold

Jul 17, 2012 on NECPE

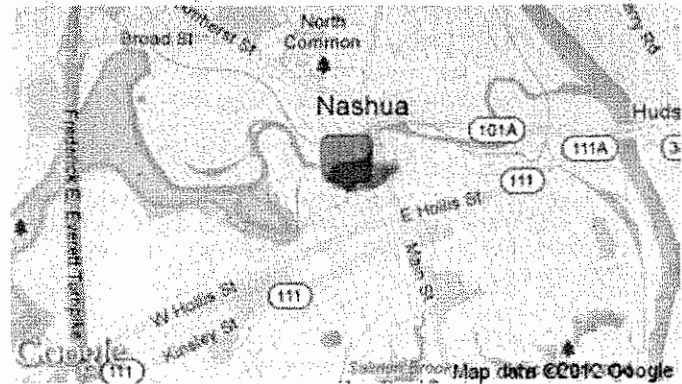
19 Chestnut Street, Nashua

19 Chestnut Street, Nashua, NH 03060

Comparable ID: 1081638
Property Type: Office - SOLD 8/9/2010
Property Subtype: Institutional, Mixed Use
Archived Date: 9/10/2010
Closing Date: 8/9/2010
Asking Sale Price: \$1,400,000
Final Sale Price: \$1,221,000
Final Sale Unit Price: \$49.55 Per SF
Size: 24,640 SF
Days on CIE: 227
County: Hillsborough
Nearest MSA: Manchester-Nashua
Building Size (RSF): 24,640 SF
Gross Building Area (GBA): 24,640 SF

Property Overview

Property is located in downtown Nashua - directly across from the District Court.
Property is occupied by a state agency that will be vacating prior to June 2010.



Comparable - Sold

Jul. 17, 2012 on NECPE

920 Candia Road

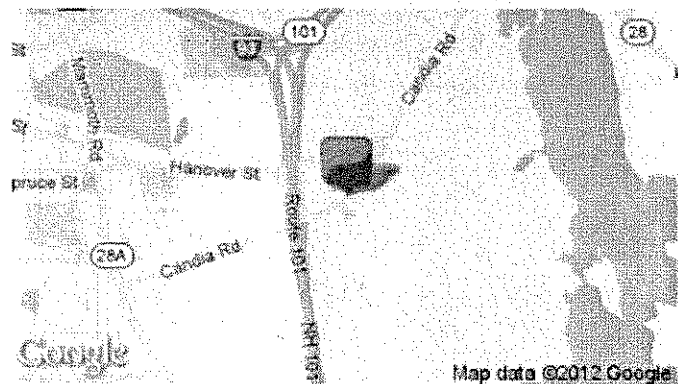
920 Candia Road, Manchester, NH 03109

Comparable ID: 1238690
Property Type: Office – SOLD 5/13/2011
Property Subtype: Research & Development
Archived Date: 5/13/2011
Closing Date: 5/12/2011
Asking Sale Price: \$1,800,000
Final Sale Price: \$1,600,000
Final Sale Unit Price: \$65.31 Per SF
Size: 24,500 SF
Days on CIE: 1282
County: Hillsborough
Nearest MSA: Manchester-Nashua
Building Size (RSF): 24,500 SF
Gross Building Area (GBA): 24,500 SF
Year Built: 1987
Parking Ratio: 3.50



Property Overview

920 Candia Road is located on the east side of Manchester, one half mile east of Exit 6 off Interstate 93, which is the Candia Road exit. Candia Road is a highly traveled road and has a mix of industrial, commercial and residential uses. The building is a two story, fully sprinklered, masonry and steel, Flex/R&D building constructed in 1987. The building is heated by roof-top, gas fired HVAC units. It is 100% air-conditioned. Electric service is 1200 amp, 3-phase, 208-volt power, with several sub panels throughout the building on both levels. The building is also serviced with a hydraulic freight elevator with a 4000-pound capacity.



New Hampshire Council on Resources and Development

NH Office of Energy and Planning
107 Pleasant Street, Johnson Hall
Concord, NH 03301
Phone: 603-271-2155
Fax: 603-271-2615



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

MEMORANDUM

TO: Linda M. Hodgdon, Commissioner
Department of Administrative Services

FROM: Susan Slack, Assistant Planner
Office of Energy and Planning

DATE: January 9, 2012

SUBJECT: Surplus Land Review, Nashua, SLR 11-011

Effective January 5, 2012, the Council on Resources and Development (CORD) took action on the following issue brought by the Department of Administrative Services:

Request to sell the property located at 25 Warren Street in Nashua, including a 19,000 square foot two-story court building with an additional finished level below grade and land totaling 1.1 acres.

CORD members voted to RECOMMEND APPROVAL of SLR 11-008 as submitted, subject to adverse comments being received during the remainder of the comment period ending January 6, 2012. As of today, no adverse comments had been received.

cc: Jared Nylund, Department of Administrative Services
Joanne O. Morin, Director, Office of Energy and Planning
Representative John Graham, Chair, Long Range Capital Planning and Utilization Committee

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

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

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	\$38,000.00
45 North Road	to
Deerfield, NH 03037	\$40,000.00

Locke Associates, Inc.	\$35,000.00
175 Barnstead Road, Suite 2	to
Pittsfield, NH 03263	\$40,000.00

Better Homes and Gardens Real Estate / The Masiello Group	\$88,108.00
90 North Main Street	to
Rochester, NH 03867	\$93,558.00

Keller Williams Coastal Realty	\$95,000.00
501 Islington Street, Suite 2	to
Portsmouth, NH 03801	\$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

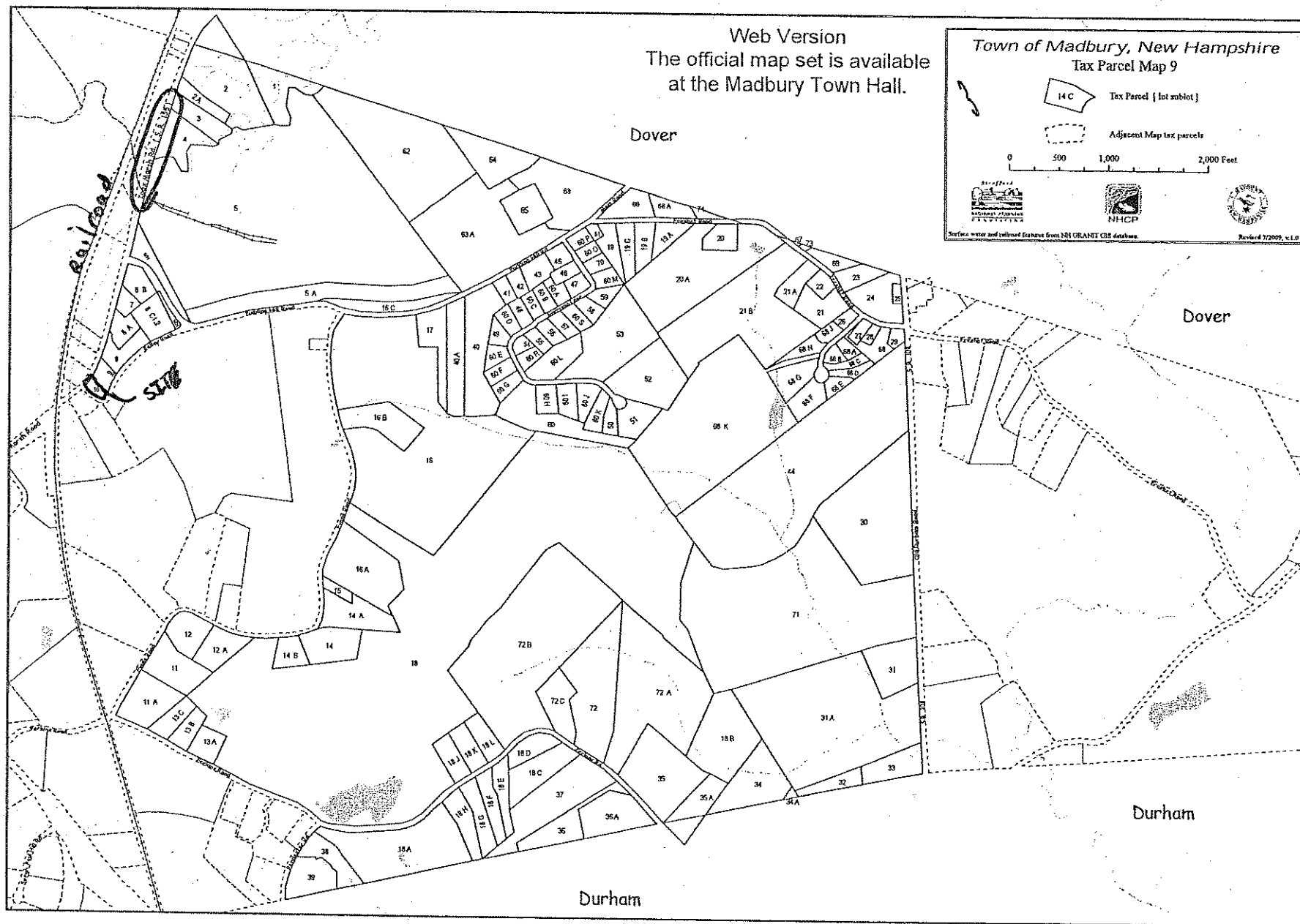
It will also be specified in the listing agreement that the selected real estate firm will not collect a commission for sales to any of the above-listed entities, or any State agency that may express interest in the property.

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





Marsh Road

8th Avenue

MT Route 155

Old Pudding Hill Kelley Road

Pudding Hill Road

Madbury Twp
Map 9

5 A

8 B

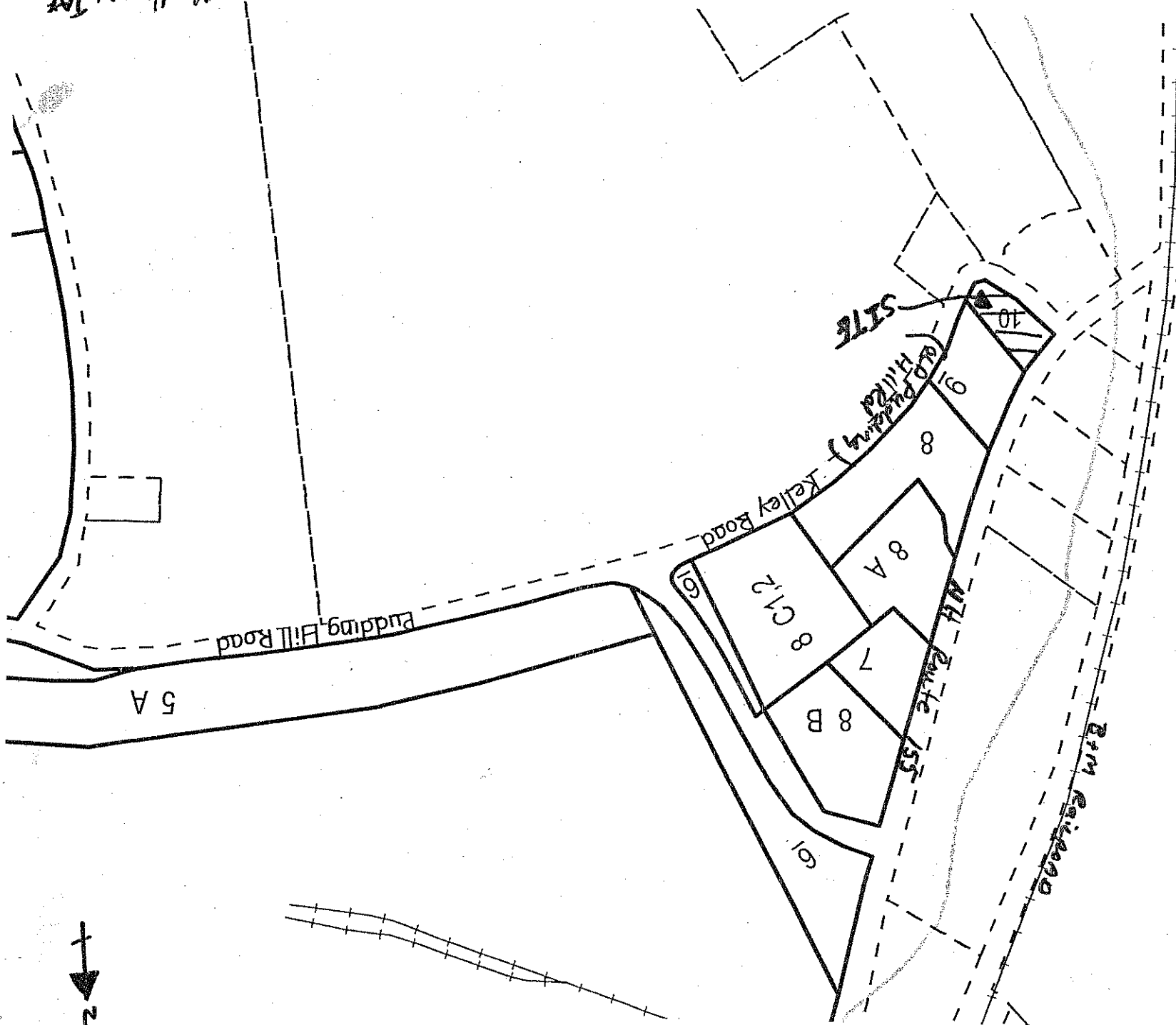
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SITE



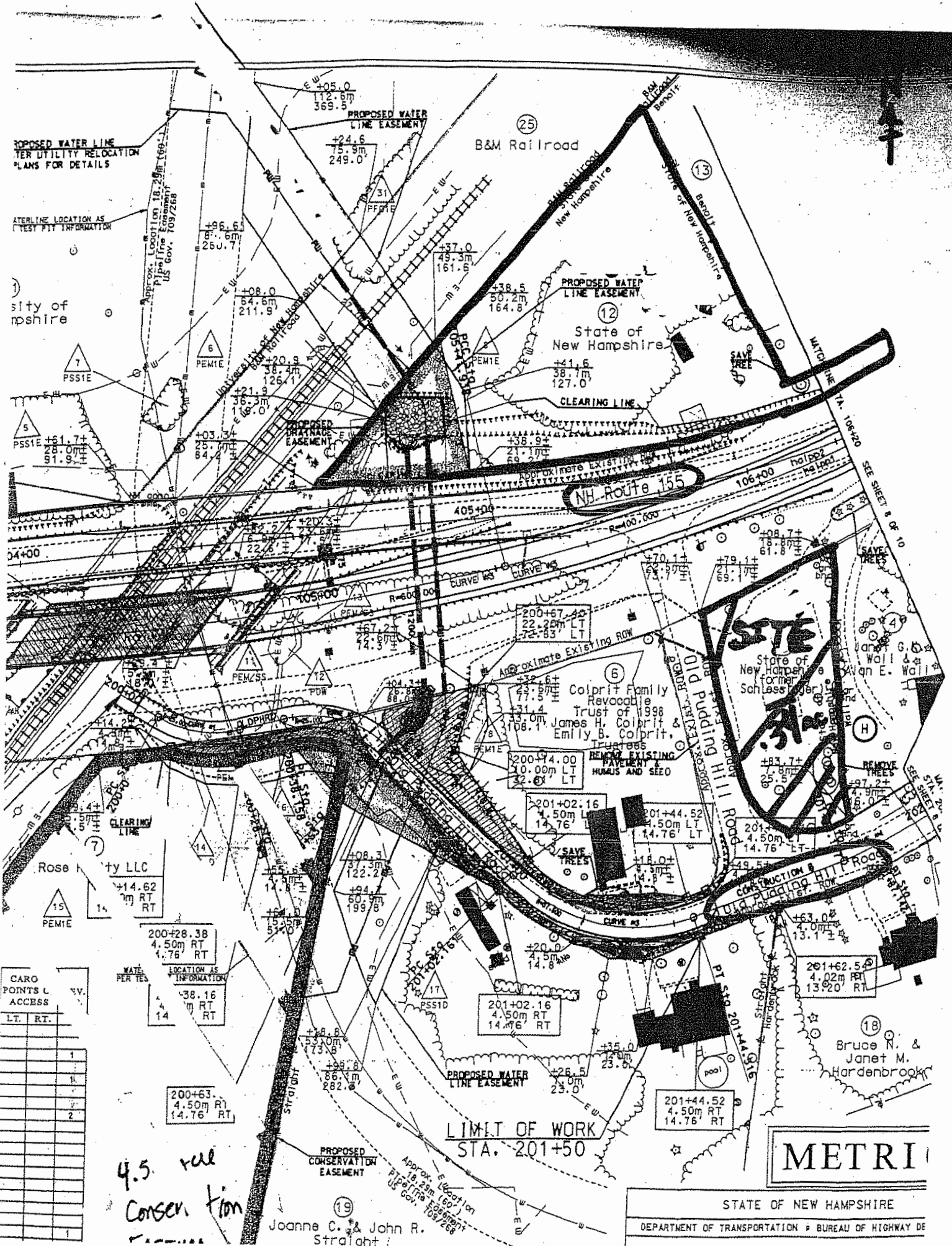
PROPOSED WATER LINE
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PLANS FOR DETAILS

ATERLINE LOCATION AS
TEST PIT INFORMATION

City of
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4.5' rule
Conservation



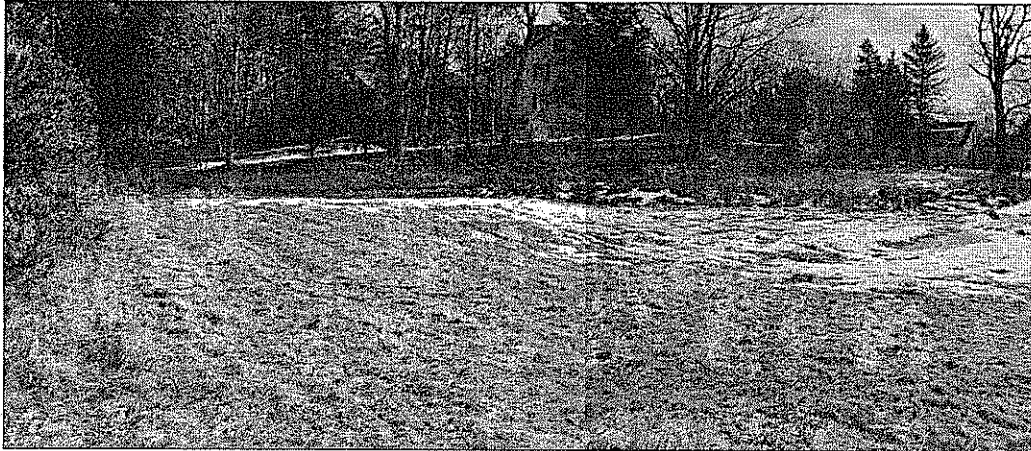
LIMIT OF WORK
STA. 201+50

METRI

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION • BUREAU OF HIGHWAY DE

Joanne C. & John R.
Straight

Summary Appraisal Report
Of a Surplus 0.34 Acre Residential Site



Located at:
2 Pudding Hill Road, Madbury, NH 03823
Formerly: Madbury STP-BRF-X-3025, 12922, Parcel 5

Property Owner:
State Of New Hampshire

Effective Date as of:
October 25, 2012

Prepared for:
Mr. Phillip J. Miles
Chief Property Manager
Bureau of Right-of-Way
Department of Transportation
7 Hazen Drive, PO Box 483
Concord, NH 03302-0483

Prepared by:
Pollyann Printy, Appraiser
Bureau of Right-of-Way
7 Hazen Drive, PO Box 483
Concord, NH 03302-0483

ID: 12-17

Letter of Transmittal

December 31, 2012

Mr. Phillip J. Miles
Chief Property Manager
NH Department of Transportation, Bureau of Right-of-Way
7 Hazen Drive, PO Box 483
Concord, New Hampshire 03302-0483

Re: Real Estate Appraisal of former Madbury STP-BRF-X-3025, 12922, Parcel 5
Owned by: State of New Hampshire
Located at: 2 Pudding Hill Road, Madbury, NH 03823

Dear Mr. Miles,

I have prepared this summary appraisal report per the request for a Surplus Property Value Estimate for the sale of state owned property. The site consists of 0.34 acres of vacant land, a property acquired in 2001 in connection with the construction of Route 155 and the realignment of the bridge over the Boston and Maine Railroad as shown on NHDOT plan Madbury STP-BRF-X-3025, 12922, Parcel 5 in Madbury, NH 03823. The subject was improved, the improvements were demolished leaving the subject a non-conforming, buildable lot of record with access from Kelley Road, formerly at the corner of Pudding Hill Road (relocated) and NH Route 155 (a.k.a. Knox Marsh Rd).

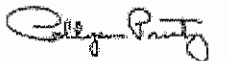
It is my understanding that this report will be used, by the State of New Hampshire Department of Transportation (NHDOT), as the basis to negotiate a potential sale of state owned surplus property.

I have inspected the property. Information was gathered on the neighborhood and district area in the market area. This information has been confirmed and included in the analysis and considered for the sales comparison, income and cost approach. The report is governed by the assumptions and limiting conditions of this project that are summarized in a later section. A Madbury official stated that the subject is a non-conforming parcel since the road construction project and that per the zoning ordinances the site could be buildable with single-family residential use with private water and septic systems. I have taken into consideration all factors that are pertinent to the value estimate developed and I have not knowingly or intentionally omitted any important data.

I certify that I have no interest, direct or indirect, in the real property being appraised for the agency that would in any way conflict the preparation or review of this appraisal. My wages or compensation from my employer is not based on the amount of the valuation.

Based on my research and analysis, it is my opinion that the **Market Value** of the **Subject Site** is **\$60,000.00**, as of **October 25, 2012**.

Respectfully submitted,



Pollyann D. Printy
Right-of-Way Appraiser

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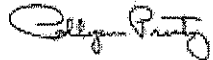
Appraisal Certification

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, unbiased professional analyses, opinions, and conclusions;
- ♦ I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved;
- ♦ I have no bias with respect to the property that is the subject of this report;
- ♦ My compensation is not contingent on the analyses, opinions or conclusions reached or reported in this report;
- ♦ My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP);
- ♦ I have made a personal inspection of the property that is the subject of this report, and that the property owner, or his/her designated representative, was given the opportunity to accompany the appraiser on the property inspection;
- ♦ No one provided significant professional assistance to me in the preparation of this report.
- ♦ I have made a personal field inspection of the comparable sales relied upon in this appraisal, and that the sales were as represented in the photographs;
- ♦ This appraisal is to be used in connection with or providing an opinion of value of surplus property owned by the State of New Hampshire;
- ♦ This appraisal has been made in conformity with the appropriate State laws, regulations and policies and procedures;
- ♦ I have not revealed the findings and results of the appraisal to anyone other than the proper officials and agents at the State of New Hampshire Department of Transportation and I will not do so until so authorized by State officials, or until I am required to do so by due process of law, or until I am released by this obligation by having publicly testified as to such findings.
- ♦ I have not appraised the subject property in the past three years.

December 31, 2012

Date



Signature

Assumptions And Limiting Conditions

Assumptions

- ♦ All maps, plans, and photographs used are reliable and correct.
- ♦ The Parcel area given to me has been properly calculated;
- ♦ Broker and assessor information is reliable and correct;
- ♦ There are no encumbrances or mortgages other than those reported in the abstracts;
- ♦ Information from all sources is reliable and correct unless otherwise stated;
- ♦ All personal property and non-compensable items are excluded.

Limiting Conditions

- ♦ I have relied upon the legal interpretations of others and have assumed their decisions are correct and valid. I have also relied upon the abstracts of title and other legal information available but no responsibility for its accuracy is assumed.
- ♦ Sketches, plans and photographs in this report are included to assist the reader in visualizing the property. I have not performed a survey of the property or any of the sales, and do not assume responsibility in these matters.
- ♦ I did not observe the existence of hazardous material, which may or may not be present on the property. I have no knowledge of the existence of such material(s) on or in the property. We, however, are not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the values of the properties. The value estimates are predicated on the assumption that there were no such materials on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions or for expertise or engineering knowledge required to discover them.
- ♦ I assume that there are no hidden or unapparent conditions of the property or subsoil, which would render them more or less valuable. I assume no responsibility for such conditions or for engineering studies, which might be required to discover such factors.
- ♦ Possession of this report (or a copy) does not carry with it the right of publication. It may not be used for any purpose other than the intended use stated in this report by the intended user to whom it is addressed without the written consent of the State of New Hampshire Department of Transportation, and in any event, only with the proper written qualification and only in its entirety.
- ♦ Acceptance and/or use of this report constitutes acceptance of the foregoing underlying limiting conditions and underlying assumptions.

Extraordinary Assumptions

- ♦ The subject is a grandfathered non-conforming lot as a result of the road construction project. The town will permit single-family residential use with private water and septic systems, which if found to be false could alter my opinion or conclusions.

Summary of Salient Facts and Conclusions

Location of Property:	2 Pudding Hill Road Madbury, New Hampshire 03823
Purpose of Appraisal/Property Rights Appraised:	Estimate the market value of the fee simple interest of the subject property.
Intended User:	Agents and officials of the New Hampshire Department of Transportation.
Intended Use:	It is my understanding that the client will use this report as a basis to negotiate a potential sale of state owned surplus property.
Owner:	State of New Hampshire Phillip Miles – Chief, Property Manager 7 Hazen Drive Concord, New Hampshire 03302 Phone: (603) 271-3222
Type of Present Title:	Warranty Deed, Strafford Co. 2432 / 0750
Zoning:	Residential Agri (RA) District
Tax Map/Lot:	Map 9, Lot 10
Assessment – Vacant Land:	\$7,400; State Exempt
Taxes (2012)	\$24.52 per 1,000; Equalization Rate 106.6%
Land Area:	0.34 acre
Improvements:	Vacant Land
Highest and Best Use:	Single Family Residential
Cost Approach:	Not Applicable
Income Approach:	Not Applicable
Sales Comparison:	\$60,000
Date of Owner Contact:	Not Applicable
Date of Inspection:	February 8, 2012, October 25, 2012
Effective Date of Appraisal:	October 25, 2012
Date of Report:	December 31, 2012
Extraordinary Assumptions:	The subject is a grandfathered non-conforming lot as a result of the road construction project. The town will permit a single-family residential use with private water and septic systems; which, if found to be false, could alter my opinions or conclusions.
Appraiser:	Pollyann D. Printy, ROW Staff Appraiser

Scope of Work

The scope of work is the process of collecting, verifying, and reporting data. My investigations and research included an on-site inspection and photographing of the subject property on February 8, 2012 and October 25, 2012. I examined city and county property records including assessment data and taxes, zoning regulations, and reviewed available ROW plans. I formed an opinion of the site's highest and best use based on legal, physical, and neighborhood land use characteristics. I compiled comparable land sales data, verified and analyzed the data, estimated the value of the subject site, and prepared this summary appraisal report to summarize and convey my findings, the market data, and the analyses used. I have analyzed the subject to estimate the market value of the subject property. I prepared this Summary Report in compliance with USPAP #2-2(b) governing summary reports.

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

Assignment

Client: The New Hampshire Department of Transportation (NHDOT)

Purpose of Appraisal: Estimate the market value of the fee simple interest of the subject surplus property in Madbury, NH.

Intended User: Agents and officials of the New Hampshire Department of Transportation.

Intended Use: It is my understanding that the client will use this report as a basis to negotiate a potential sale of state owned surplus property.

Rights Appraised: The fee simple interest of the subject surplus property has been appraised. The Dictionary of Real Estate Appraisal, 3rd Edition on page 140, defines "Fee Simple" as "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat".

Effective Date of Value: October 25, 2012

Date of this Report: December 31, 2012

Value Sought: Market Value. The Uniform Appraisal Standards for Federal Land Acquisitions, Section A-9, page 13, defines Market Value as: The Uniform Appraisal Standards for Federal Land Acquisitions, A, A-2, page 13, defines "Market Value" as "*Market value is the amount in cash, or on terms reasonably equivalent to cash, for which in all probability the property would have sold on the effective date of the appraisal, after a reasonable exposure time on the open competitive market, from a willing and reasonably knowledgeable seller to a willing and reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration to all available economic uses of the property at the time of the appraisal.*"

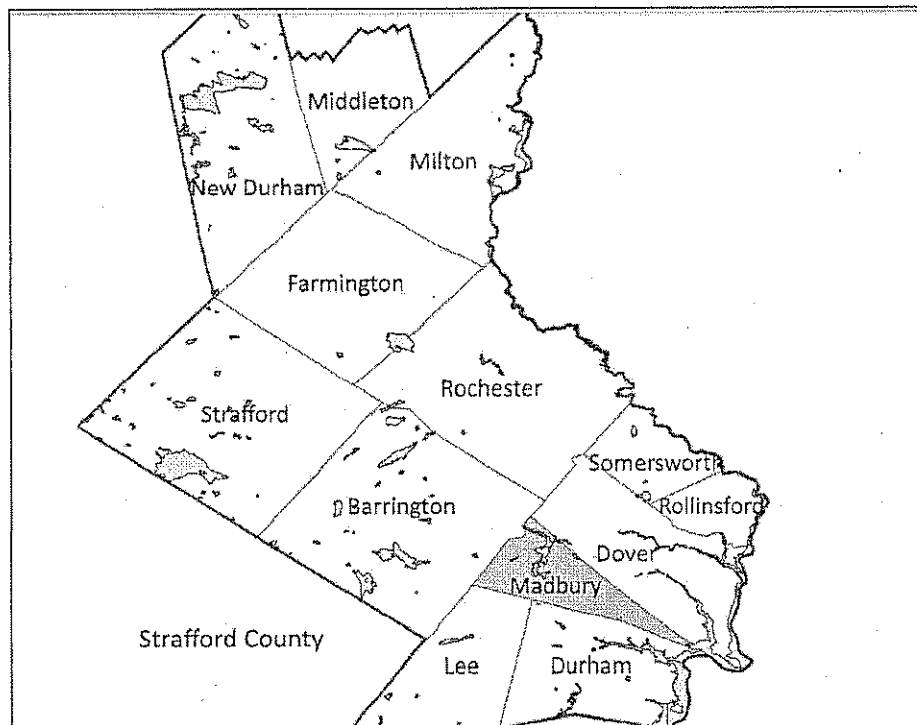
Inspection: I have made a personal inspection of the property that is the subject of this report on February 8, 2012 and again on October 25, 2012. The property owner, or his/her designated representative, was given the opportunity to accompany the appraiser on the property inspection.

Identification of the Property: The subject is addressed as 2 Pudding Hill Road, Madbury, NH. The subject consists of 0.34 acres of vacant, residential use land identified on Tax Map 9, Lot 10 in Madbury, NH, 03823.

History of the Property: The subject is a remnant of a property acquired in 2001 in connection with the construction of Route 155 and the realignment of the bridge over the Boston and Maine Railroad as shown on NHDOT plan Madbury STP-BRF-X-3025, 12922, Parcel 5 in Madbury, NH 03823. Prior to the state project, the subject was improved with single-family residential use. The subject is currently a non-conforming 0.34-acre vacant lot, with frontage on Route 155 (Knox Marsh Road) and Kelley Road (relocated portion of Pudding Hill Road). Access to the subject would be from Kelley Road. The subject property has not been listed for sale or lease for the past 12 months.

<u>Book/Page</u>	<u>Grantor</u>	<u>Grantee</u>	<u>Date</u>	<u>Notes</u>
2432/750	Schlessinger, Thomas J. and Kim L.	State of New Hampshire	12/27/01	Warranty Deed

Location Map



Area and Neighborhood Data

Madbury is located in Strafford County and part of the Rochester-Dover NH Metro-NECTA NH Portion Labor Market Area. The Town of Madbury was originally part of Dover and Durham and was incorporated as a town in 1755.

Madbury is primarily a rural residential community. Much of Madbury's land remains undeveloped, with some of it in Current Use. Residents support the preservation of Madbury's rural character and open space. Madbury is in close proximity to the City of Dover, UNH in Durham, and Route 125 that runs through Lee. The town of Madbury with its rural residential agricultural character makes Madbury a nice place to live.

A Board of Selectmen governs Madbury with a part time police department; and part time and volunteer fire department. Nearly 89.6% of the town's total assessed valuation is generated from residential properties with 4.9% from commercial land and building and 5.4% from public utilities, current use and other land uses. The town's lifecycle has been in a state of stability.

Population changes for Madbury totaled 1,215 over 50 years, from 1215 in 1950 to 1,771 in 2010. The largest decennial percent change was a 43 percent increase between 1970 and 1980. The 2010 Census estimate for Madbury was 1,771 residents, which ranked 147th amongst New Hampshire's incorporated cities and towns.

The Population Density in 2010 was 152.0 persons per square mile of land area. Madbury contains 11.7 square miles of land area and 0.6 square miles of inland water area.

The children of Madbury attend grades K – 12 as part of Oyster River Cooperative (Durham, Lee, Madbury) in the SAU 5 school district. The nearest career technology schools are Dover Voc. Center; Somersworth Reg. Voc. Center; Creteau Voc. Center and Rochester. The nearest college is University of NH in Durham, NH.

Madbury Utilities/Services include:

Electric Supplier	PSNH
Natural Gas Supplier	Northern Utilities
Water Supplier	Private wells
Sanitation	Private septic
Municipal Wastewater Treatment Plant	No
Solid Waste Disposal - Curbside Trash Picknp	Private
Pay-As-You-Throw Program	No
Recycling Program	Voluntary
Telephone Company	BayRing; Fairpoint
Cellular Telephone Access	Yes
Cable Television Access	Yes
Public Access Television Station:	Yes
High Speed Internet Service:	Yes
Public Library	Madbury Public
Police Department	Part-Time
Fire Department	Part-Time and Volunteer
Emergency Medical Service	Durham-Municipal

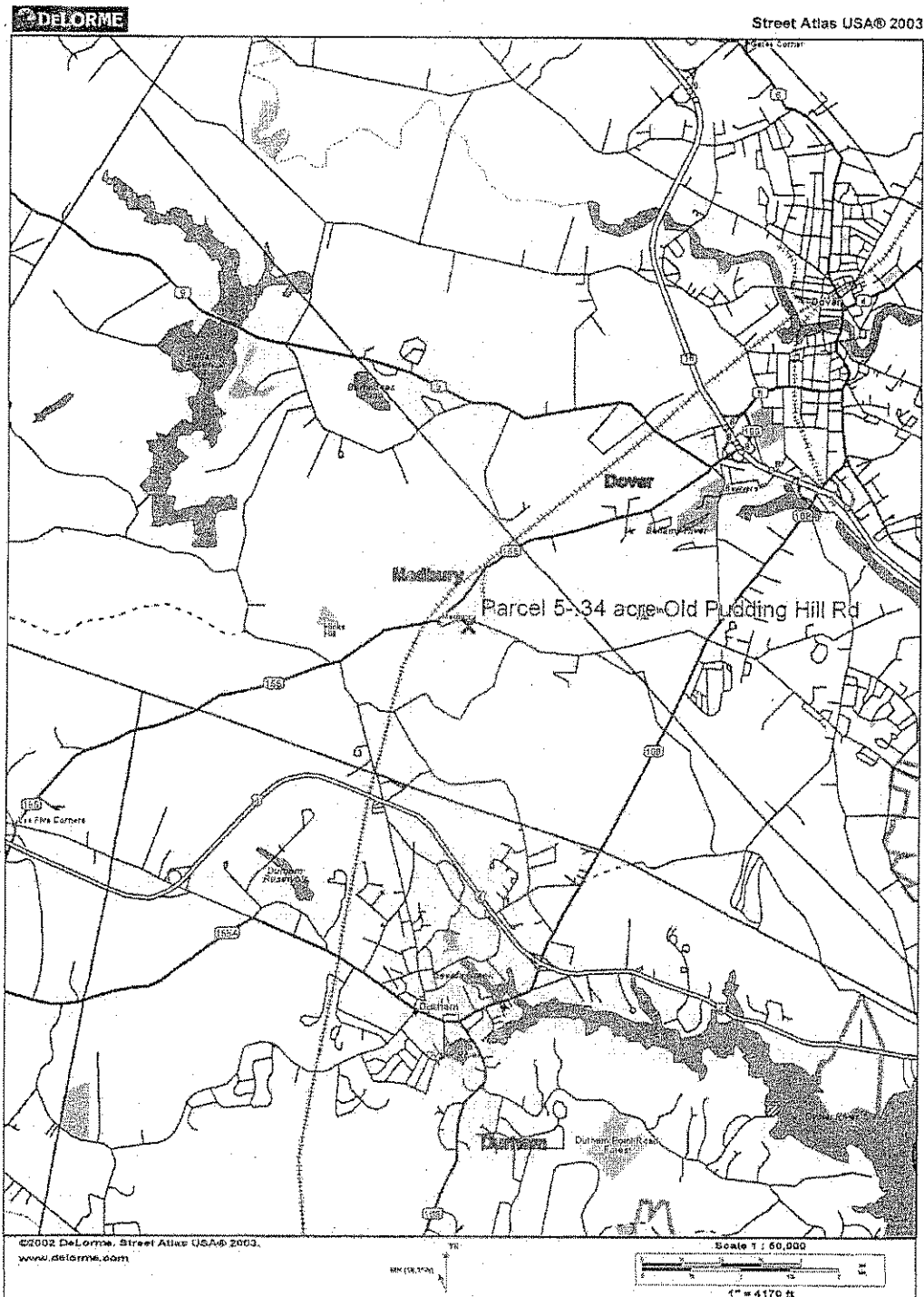
Area recreation includes municipal parks, indoor tennis courts, tourist attractions, youth organizations and sports like baseball, soccer, basketball and hockey; campgrounds; fishing/hunting, boating/marinas, snowmobile trails, bicycle trails and cross country skiing.

Madbury's major employers (# of employees) include the following: Taylor Egg Products - 21, University of NH Kingman Farm - 9, Schnitzer Northeast - 6, R & L Engines - 4, Green Acres Stables - 3, Garland's Garage - 3. Other notable employers include Moharimet Elementary School and LandCare Associates Inc (seasonal).

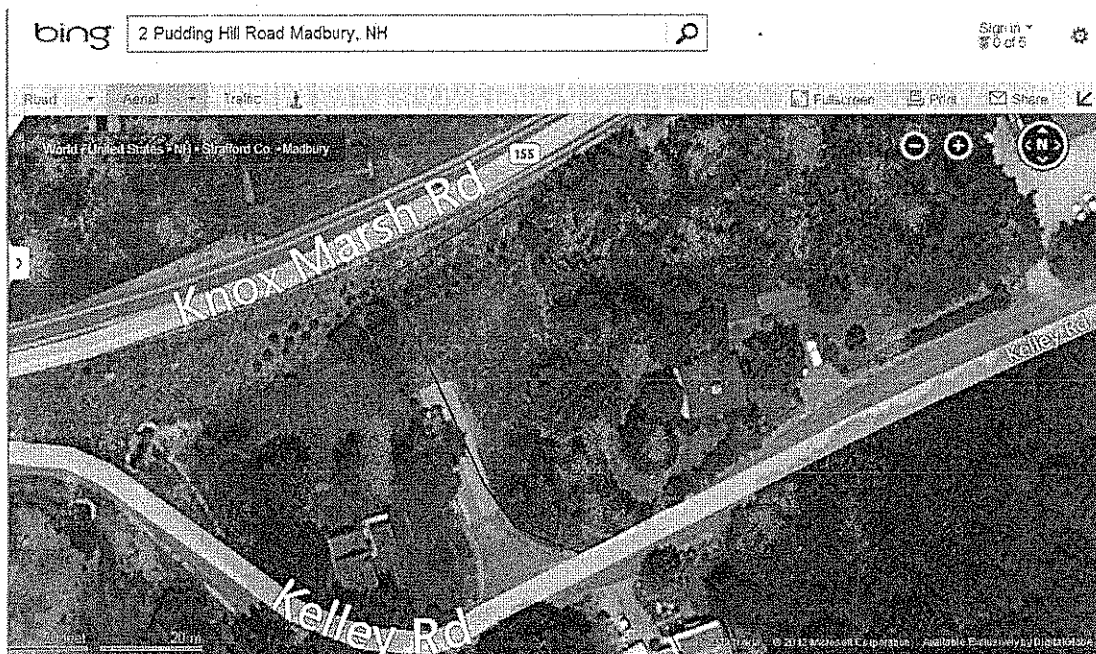
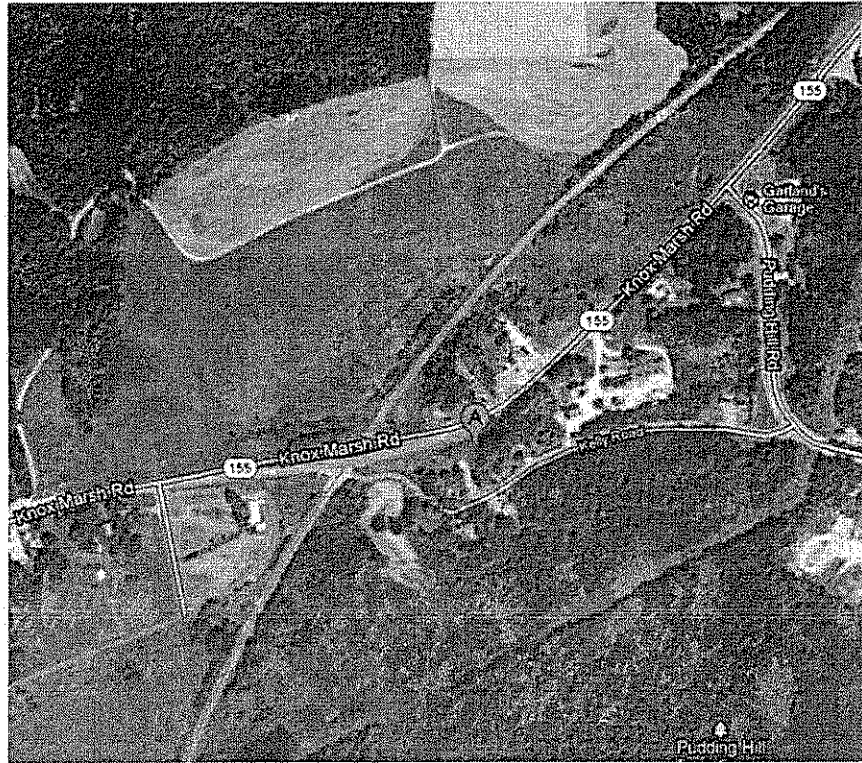
Access to and around the area can be navigated by means of the following routes 9, 108, 155, Spaulding Turnpike Exit 8, and I-95, exit 5. Traffic counts on NH Route 155 east of Town Hall Rd was 8,400 vehicles per day in 2011 and 13,000 vehicles per day on NH Route 155 at the Dover Town Line. There is no Railroad access or public transportation in the area. The town abuts Dover, NH. Madbury is located away from many metro areas like Manchester, NH - 36 miles, Portland, ME - 63 miles, Boston, MA - 66 miles, New York City, NY - 279 miles and Montreal, Quebec - 281 miles and the Maine State line is about 7 miles from Madbury.

The subject is located in a rural residential neighborhood that consists mostly of single-family residences. There is some mixed use in the neighborhood especially on Route 155 with a mixture of homes and small businesses. Mast Road has a sand and gravel pit, the town recycling center and Hannaford Supermarket. Other than the few businesses, the remainder of the surrounding properties is single-family residences and farms.

Area Map



Aerial Views



Photographs of Subject Property

By: Pollyann Printy



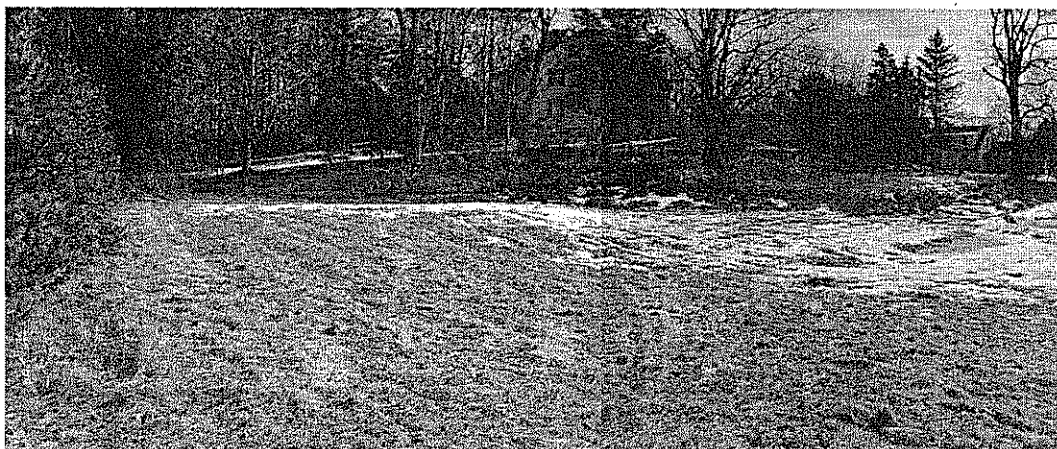
Front northerly view of the subject from Kelley Rd (fka Old Pudding Hill Rd) - 10/25/2012



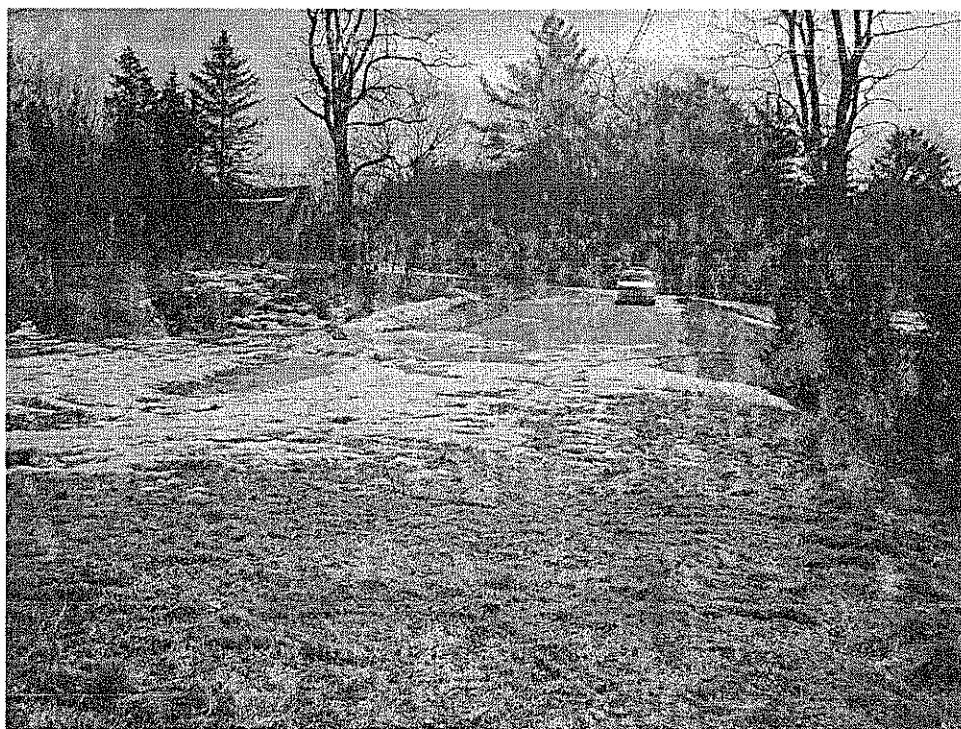
Rear southerly view toward the subject from Route 155 - 02/08/2012

Photographs of Subject Property

By: Pollyann Printy



Easterly view of subject from end of discontinued Old Pudding Hill Road - 02/08/2012



Southerly view of western boundary on discontinued Old Pudding Hill Rd) - 02/08/2012

Site Description

Size / Shape: The subject surplus site is 0.34 acres of land that is irregular in shape located on Kelley Road (discontinued portion of Old Pudding Hill Rd) which turns sharply to the northeast with approximately 249' +/- of road frontage. The subject has a common lot line along Route 155 that is approx. 100.47' +/- long separated by a guardrail permitting no point of access.

Zoning: The subject is located in the Residential Agricultural (RA) District that permits low-density residential development that can be supported by private septic systems. This zone requires new developments to be constructed while maintaining an open and rural character for agricultural purposes.

The minimum lot size for a single-family lot in the RA zone, in Madbury, requires 80,000 square feet of land, 200 feet of frontage, 50 foot setback for any class highway, 15 foot side setbacks and 150 foot depth. Buildable lots must be capable of supporting a well and septic system.

Permitted uses include single-family, two-family (with larger lots) dwellings, farms, and tourist homes. Special exceptions are required for Junkyard use.

The subject is a non-conforming lot of record limiting the subject to single-family residential use.

Assessment: The subject is identified on Tax Map 9, Lot 10. In 2012, the land was assessed at \$7,400. The 2012 tax rate in Madbury is \$24.52 per \$1,000 of assessed value with an equalization rate of 106.6%.

Topography / Soils: The subject's topography is rolling and sloping downward in a generally southerly direction. Ground cover is primarily cultivated with established grass; brush, as well as natural hardwood and softwoods of various ages. The subject has Hinckley loamy sand (HaC & HbE) and Suffield silt loam soils, 8% to 15% slopes. The soils are moderately suitable for residential development.

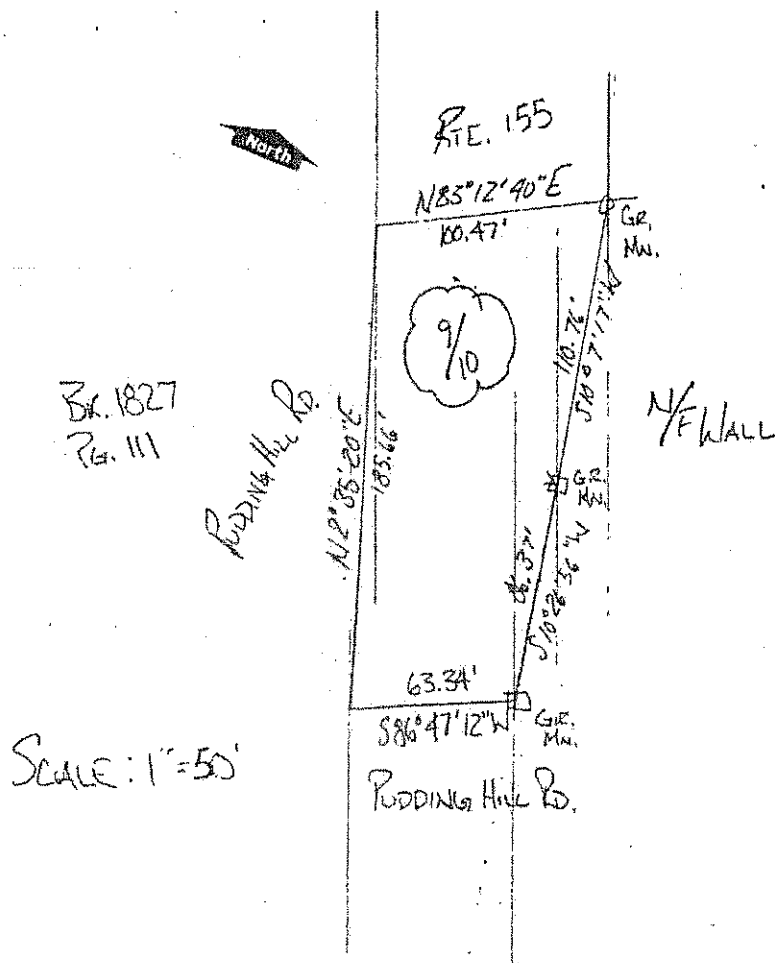
Flood Hazard Status: According to FEMA Map Service Center, Strafford County Flood Insurance Rate Map (FIRM) #33017C 0320D dated 5/17/2005, the subject parcel is located in a Zone X area determined to be outside the 0.2% annual chance flood plain.

Utilities: Municipal services include electricity and telephone. Municipal water is available to Madbury properties in close proximity to the Dover area. Madbury requires private septic systems and wells for properties outside the municipal water access area. The subject historically had a well located within the existing Route 155 right-of-way and its status is unknown. Large permanent water line easements are shown on NHDOT Project 12922 plans.

Comments: The subject is a grandfathered non-conforming lot with 0.34 acres in a town that requires 2 acres. The westerly abutter at 11 Kelley Road has less than an acre of land (verified by owner) and the easterly abutter at 9 Kelley Road has 1 acre of land per town clerk and tax card. Both abutters are improved with single-family residences with addresses and access from Kelley Road.

The subject has been improved in the past and is considered a buildable lot. The town officials consider the subject a buildable lot as it has been improved in the past, the land size has not changed, it is a lot of record and can support private water and septic systems. The town has a shortage of available vacant lots for sale and a shortage of properties for small starter homes or small homes for someone ready to downsize.

Subject Site Plan



Valuation / Analyses

Present Use: The present use of the subject property is vacant land.

Highest and Best Use – As Vacant

The subject property is a small lot with development potential limited to single-family use due to its non-conforming status. Route 155 (Knox Marsh Road) runs along the subject's northern boundary. The subject has frontage and access on Kelley Road (formerly part of Pudding Hill Rd) at the subject's southern boundary. The entrance to Pudding Hill Road was rerouted easterly on Route 155, away from the nearby Railroad corridor. The discontinued portion of Pudding Hill Road appears as a driveway westerly of the subject parcel. The neighboring parcels to the east, to the west across the discontinued Pudding Hill Road and southerly across Kelley Road have single-family residential use.

Given the neighborhood trends noted above, uses permitted by zoning, and the physical characteristics and setting of the subject site, the most valuable use it could be put to would be for single-family residential development. The market activity observed supports a conclusion of immediate development.

Approach to Value

Potential Approaches: There are several generally recognized methods to valuing vacant sites: sales comparison approach; abstraction (allocation); land residual technique; income approach (direct capitalization of ground rent); and cost of development (land development) method.

Application: I have relied on the sales comparison approach exclusively. The other methods of valuation would not produce as reliable results given the nature of the subject, the nature of this assignment, or the market data available.

Sales Comparison Approach

The Sales Comparison Approach has been applied by comparing vacant land properties that sold in Madbury, Lee and Dover, NH to arrive at a value indication. I researched the market for recent land sales in Madbury and its surrounding comparable towns to identify sales that were similar in utility, size and zone.

A conforming, buildable lot in the RA zone, in Madbury, requires 80,000 sf of land and 200' of frontage, 50 foot setback for any class highway, 15 foot side setbacks and 150 foot depth along with the capability to support a private well and septic system. Most similar zoned sites require a minimum of 2-acres in size.

Madbury has a lack of affordable housing opportunities due to a lack of inexpensive residential sites and no housing market inventory for single, senior, startup couples and singles with children.

Madbury has been characterized as a bedroom community with little commercial or industrial development in town. Residential use accounts for over 90% of the development in Madbury. Madbury is in close proximity to Dover, Lee and Durham. Even so, the size and population of Madbury is much smaller compared to neighboring towns and cities. The following two tables are historical housing growth rate tables to show Madbury and surrounding town housing trends and town planning toward the year 2010. Although the data is historical, current housing growth trends do not appear to have changed since this survey was performed. I have not performed a personal survey for current data as it is outside the scope of work determined for this assignment.

2000 Housing Distribution by Unit Type								
Area							Un-captured	Total
	Single Family		Multi Family		Mobile Homes		Percentage	Units
Barrington	2051	74%	225	8%	472	17%	1%	3147
Dover	5718	48%	5462	46%	393	3%	3%	11924
Durham	1828	62%	1054	36%	0	0%	2%	2923
Lee	1056	69%	260	17%	150	10%	4%	1534
Madbury	391	72%	72	13%	71	13%	2%	543

Madbury's housing growth rate was slower than the state and region's rate during the same period. Madbury had an annual housing growth rate of 2.7% between 1980 and 1988 that dropped to a rate of 1.5% in the eight-year period between 1990 and 1998 (see table below). This slower rate was most likely due to the lack of easily developable land or a limited availability of suitable land. In contrast, Barrington grew at a 5.3% annual rate of growth from 1990 through 1998, up from 3.7% in the previous decade; whereas Lee dropped to 2.0% annual rate from 1990 through 1998, down from 6.5% from the 1980's.

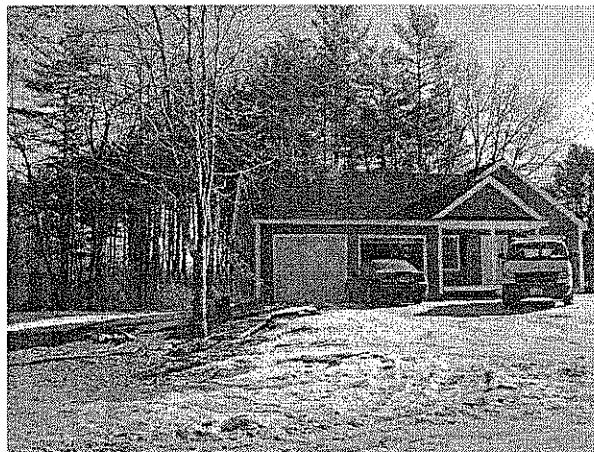
Housing Growth 1980-1998					
Area	Units added 1980 - 1988	Average annual Growth 1980 - 1988	Units added 1990-1998	Average annual growth 1990-1998	Total housing units
New Hampshire	106,042	3.40%	62,626	2.50%	547,024
Strafford County	8,648	3.10%	4,679	1.95%	45,539
Barrington	553	3.70%	558	5.30%	3,147
Dover	2,440	3.10%	945	0.86%	11,924
Durham	417	2.30%	302	2.00%	2,923
Lee	520	6.50%	204	2.00%	1,534
Madbury	131	2.70%	77	1.50%	543
Madbury Area	4061	3.50%	2086	1.40%	20,071

Researching the Multiple Listing Service (MLS) within a two-year date range, I found one land sale that sold on 7/15/2011. There were seven land listings; none of which are comparable to the subject. Three land lots were part of a larger subdivision, at Fox Field on Tasker Lane that are 0.94 acres, 1.1 acres and 2.61 acres that sold for \$105,000 each within a 3-month period in 2009. There is no market evidence to estimate if the three different properties are recognized for the varying size differences; I didn't consider the properties to be comparable to the subject.

I expanded my land search to the comparable surrounding towns of Barrington, Dover, Lee and Madbury during 2011 – 2012 and found 16 land sales. I disregarded the sales that were larger than two acres, bank or distressed sales, waterfront properties and business-zoned properties.

The subject site is a level to sloping 0.34-acre site near the end of Kelly Road off Route 155 in Madbury. The subject is in close proximity to a railroad corridor, is abutted by single-family properties, has good access on Kelly Road, and was previously developed with single-family use that had a garage.

Sale L-1 was sold on 7/15/2011 for \$75,000. L-1 has 2-acres of vacant land located slightly above grade at 22 Freshet Road in Madbury, NH. L-1 transferred from Comtois, Jr., Paul O. & David E (and other family members of the deceased parents) to Brown, Allan & Susan Burdett in an arms length transaction via a warranty deed. Sale L-1 was under construction with a single-family residential use at the time of my inspection. L-1 is a conforming residential use lot that has 400' of frontage and a maximum depth of 348' that is about 1.4 miles from the subject. The neighborhood is quiet with residential use that is in close proximity to Mast Road Sand and Gravel. L-1 is zoned residential (R-2). L-1 was sold with an existing well that required a new pump (\$1,700) and needed a septic system.



View of Sale L-1 at 22 Freshet Road

Sale L-2 was sold on 3/29//2012 for \$60,000. L-2 has 1.55-acres of vacant land located below grade at Lee Hook Road (Route 152) in Lee on the Durham town line. The 0.95-acre building envelope is in Lee and 0.6-acres is in Durham. L-2 transferred from Paul W. Cain Investments, LLC who lives across the road to Steven Andrew Haendler Realty Trust via a warranty deed. The grantor discovered that the town added a current use condition on the property, which was removed and did not impact the land value when sold. L-2 is a non-conforming residential use lot that has 145' of frontage and a varied depth with at least 405' deep that is about 9 miles from the subject. L-2 required a variance for development and was under development for a single-family residential use at the time of my inspection. The neighborhood is rural residential.



View of Sale L-2 at 317 Lee Hook Road (Route 152)

Sale L-3 was sold on 11/28/2011 for \$41,000. L-3 has 0.52-acres of vacant land located slightly above grade at Lot 83-2 Spruce Lane in Dover, NH. L-3 transferred from Rochester Lot 5 LLC (Brian Ritter) to Patco Construction in an arms length transaction via a warranty deed. The grantee developed L-3 with a single-family residential use and resold it by the time of my inspection. L-3 is a conforming residential lot with 103' of frontage and 218' deep, 3 miles from the subject.

The neighborhood is rural residential. L-3 is across the road from the Hebbard's farm that includes a sign (emphasized by the owner and reported in the local newspaper) stating "... This property has been farmland since granted by the King of England. Some days we produce significant odors, noise, dust, light, vibration, animal sounds, etc., As well as running of equipment and slaughtering of animals. Be Friendly, Be Neighborly, or Be Gone."



View of Sale L-3 at 98 Spruce Lane

Basis of Adjustments

Elements of comparison are tested against market evidence to estimate how they affect value. Based on the elements of comparison, each sale is adjusted to reflect market differences. The comparables used are similar to the subject as vacant land with similar zoning. Seldom are two properties identical and adjustments must be made for these differences. In deriving a market value, a positive adjustment is applied if there is a deficiency in the feature, and superior features are adjusted negatively.

Considerable effort was made to apply a particular adjustment to the comparable sales. The real estate market is an imperfect market that does not calculate most characteristics by an exact dollar; therefore, I used qualitative techniques. Using what market data available and after conducting personal interviews I used my judgment to determine that a slightly inferior/superior feature warrants an adjustment between 5% - 10%, an inferior or superior feature warrants a 10% - 20% adjustment, and an feature that is greatly inferior/superior warrants an adjustment between 20% - 50%. No comparable sales were used that would require an adjustment higher than 50%.

To equate the comparable property lot size to the subject a unit of comparison is established (whole lot, usable acre, square foot). The comparable properties will be adjusted on a whole lot basis.

Property Rights: All sales were of fee-simple interest, requiring no adjustment in property rights.

Financing/Sale Concession: Sale L-1 and L-3 were sold and financed without concessions affecting the sales price, therefore requiring no adjustment.

L-2 was sold to a builder (grantee) that purchased the property contingent on receiving a variance to improve the property. The grantor provided owner financing via a warranty deed and a private promissory note knowing that the builder was going to sell the improved property upon the completion of construction. Note: L-2 was improved within two and a half months of the sale and the promissory note was paid at the time of new occupant. The grantor conveyed that the sales price was not affected by the non-typical financing/sale concession and there is no evidence in the local market to support an adjustment; therefore L-2 will not be adjusted for this element of comparison.

Condition of Sale: All three sales were arm's length transactions, requiring no adjustment for condition of sale.

Market Conditions (Time): All three sales were sold within the last two years. No adjustment is required for market conditions.

Physical Adjustments

Utility: The utility of land must be able to satisfy the want or need of a buyer. The value of an amenity is related to the utility or desirability to the owner. Land characteristics influence its value. Size, shape and location are a few characteristics that can influence land and property value.

The subject 0.34-acre area is a small lot within the residential agricultural zone that is limited to single-family use due to its non-conforming status. The subject has good frontage and access in a quiet residential neighborhood.

All three sales are single-family residential use parcels similar to the subject with adequate road frontage, good access, shape, and similar zoning and development potential. I spoke with buyers and developers regarding the element of value in Madbury and they responded that they place value on a site that is buildable and there is a low inventory of vacant residential sites in the Madbury real estate market.

L-1 is a conforming lot that is larger but not excessive in size and 1.4 miles from the subject. L-1 included a drilled well that the buyer valued at \$5,000 (+6.66% of the sales price). The well

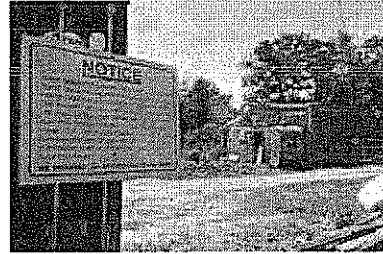
required a \$1,700 (-2%) modification. A drilled well could be valued higher in the real estate market by other investors. L-1 is a more desirable site compared to the subject accounting for a downward 15% adjustment for utility.

L-2 is also larger in size and is located on the Lee/Durham town line, nine miles from the subject parcel. L-2 required a variance to develop on the Lee portion of the parcel. L-2's 0.6-acres Durham area is triangular in shape, that is widest at the rear, and lack frontage and access near the road. L-2 is similar in conformity and use compared to the subject. L-2 requires no adjustment for utility.

L-3 is slightly larger in size and three miles from the subject, in a residential agricultural neighborhood. L-3 is superior to the subject as a conforming lot. The subject, L-1 and L-2 has tree buffers and abuts residential neighbors. L-3 is located across from an active farm that utilizes a trailer and sheds for storage lending to a negative element for view or location. The value of L-3 is impacted by its location to the property across the lane. Therefore, I have applied an upward 30% to L-3 for utility.



Aerial View of L-3 and farm on Spruce Lane



Partial view across L-3

Location: The subject parcel and L-1 are located in Madbury, NH in residential neighborhoods. L-2 is located in Lee, NH, which is comparable to Madbury and nine miles from the subject. L-3 is located in Dover, NH on the outskirts of the City, just over the Madbury town line three miles from the subject, which is comparable to the subject location. It is my opinion that a buyer would not pay more or less for a property that is in these locations as they are comparable to the subject.

Analysis Grid

Item	Subject	Comparable No 1		Comparable No 2		Comparable No 3	
Location	2 Pudding Hill Road, Madbury, NH	22 Freshet Road, Madbury, NH		Lee Hook Road, Lee, NH		83-2 Spruce Lane, Dover, NH	
Map/Lot	9-10	9-69		33-4-7		I-83-2	
Book/Page	2432/0750	3939/0589		4005/0022		3972/0935	
Proximity to Subject							
Sales Price		\$75,000		\$60,000		\$41,000	
Data Source		MLS and Grantee		MLS and Grantor		MLS and RE Agent	
Property Rights		Fee Simple		Fee Simple		Fee Simple	
Financing		Conventional		Seller		Conventional	
Concessions		\$0		Financed		\$0	
Conditions of Sale		Arms Length		Arms Length		Arms Length	
Market Conditions	10/25/2012	7/15/2011		3/29/2012		11/28/2011	
Adj. Sales Price		13 mos		7 mos		11 mos	
		\$0		\$0		\$0	
		\$75,000		\$60,000		\$41,000	
Size	14,810 sf	87,120 sf, well		67,518 sf		22,500 sf	
Utility	SF non-conforming	Superior 15%		Similar		Greatly Inferior	
		(\$11,250)		\$0		30%	
Location	Madbury	1.4 miles		9 miles		3 miles	
		\$0		\$0		\$0	
Net Adj. (Total)		(\$11,250)		\$0		\$12,300	
Indicated Value per Whole lot		\$63,750		\$60,000		\$53,300	

Reconciliation

I have relied on the sales comparison approach. The cost approach and income approaches were not applicable given the nature of the subject and the market data available. The sales used as comparables were verified and found to be the most comparable to the subject. The sales were adjusted for size/utility.

The following table is a summary of the indicated property value for the comparables used that were compared to the subject in the analysis grid.

Comparable ID	Adjusted Price per Whole Lot
Sale L-1	\$63,750
Sale L-2	\$60,000
Sale L-3	\$53,300

The sale comparables used are conforming buildable parcels. They were analyzed and it was determined that the unit of comparison for vacant land in Madbury is price per whole lot. The real estate market is an imperfect market that does not calculate most characteristics by an exact dollar; therefore, I used qualitative techniques. Using the available market data and my judgment I adjusted the features of the comparables that are different from the subject. The sales prices ranged from \$41,000 to \$75,000 per whole lot. The sales analysis resulted in an adjusted price per lot range of \$53,300 to \$63,750, and the median is \$60,000.

All three sales are located in residential neighborhoods outside the Dover downtown area, similar to the subject. All three sales transferred within 15 months of the effective date of the appraisal. The subject and L-2 are both limited in development potential to single-family use. L-1 and L-3 are conforming single-family residential sites.

L-1 is an undeveloped conforming lot that is improved with a drilled well. L-1 is 1.4 miles from the subject in Madbury, NH. L-1 has a moderate net adjustment for its superior utility. I have placed little weight on Sale L-1 for the value of the subject.

L-2 is a non-conforming vacant lot that required a variance to develop the property with a single-family residence. L-2 is larger than the subject with land over the Durham town line that doesn't add value to the parcel. L-2 is similar to the subject in its limited use as a single-family residence and required no adjustments compared to the subject. I have relied on Sale L-2 as the best indicator of value for the subject property.

L-3 is a conforming vacant lot that is similar in size to the subject. A large adjustment for utility was applied to this comparable. L-3 has the greatest percentage of overall net adjustments, which has a greater inferior element outweighing the negative adjustment of utility for its conforming status. I have placed no weight on the value of Sale L-3.

Based on my research and analysis, using the sales comparison approach, it is my opinion that the market value for the 0.34-acre Subject Site, as of **October 25, 2012** is **\$60,000**.

Legal Description

028218

2001 DEC 27 AM 10:11

STRAFFORD COUNTY
REGISTRY OF DEEDS

WARRANTY DEED

THAT We, Thomas J. Schlessinger and Kim L. Schlessinger, married, of 2 Pudding Hill Road, Madbury 03820 of Strafford County, State of New Hampshire, for consideration paid, grant to the State of New Hampshire, whose address is P.O. Box 483, 1 Hazen Drive, Concord, New Hampshire 03302-0483, with WARRANTY covenants,

A certain parcel of land situated on the Easterly side of Pudding Hill Road, as now travelled, in the Town of Madbury, County of Strafford, State of New Hampshire, bounded and described as follows:

BEGINNING at a point, said point being the northeast corner of said parcel and the intersection of Wall (Book 966, Page 51) and said parcel (Book 1008, Page 317) on the southerly sideline of Route 155, said point also being located N 15 degrees 07' 17" E a distance of 20.91 from a granite monument.

THENCE S 10 degrees 07' 17" W along land of Wall a distance of 110.72 feet to a point, said point being a granite monument.

THENCE S 10 degrees 26' 56" W continuing along land of Wall a distance of 86.37 feet to a point, said point being a granite monument set on the northerly sideline of Pudding Hill Road.

THENCE S 86 degrees 47' 12" W along the northerly sideline of said road a distance of 63.34 feet to a point.

THENCE N 02 degrees 35' 20" E along the easterly sideline of said road a distance of 185.66 feet to a point, said point being a rebar to be set at the Intersection of Pudding Hill Road and Route 155.

THENCE N 83 degrees 12' 40" E along the southerly sideline of Route 155 a distance of 100.47 feet to the POINT OF BEGINNING.

Said parcel contains 14,852 square feet.

Subject to any and all restrictions, covenants, easements, and conditions of record.

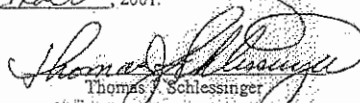

Meaning and intending to describe and convey a portion of the premises conveyed to Elliot Rose Company of Madbury and by deed of W. H. Elliot & Sons Company dated November 28, 1977 recorded in Volume 1008, Page 317, Strafford County Registry of Deeds.

Said parcel being acquired for the Madbury, STP-BRF-X-325(2), 12922 project on file in the records of the New Hampshire Department of Transportation and to be recorded in the Strafford County Registry of Deeds.

Containing thirty-four hundredths (0.34) of an acre, more or less, and being all that real estate recorded October 11, 1995, at the Strafford County Registry of Deeds in Book 1827, Page 111.

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.

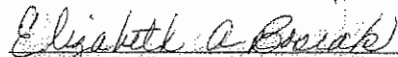
Executed this 27th day of December, 2001.


Thomas J. Schlessinger

Kim L. Schlessinger

STATE OF NEW HAMPSHIRE, Strafford SS Dec 27th A.D., 2001.

Personally appeared before me the above named Thomas J. Schlessinger and Kim L. Schlessinger acknowledged the foregoing instrument to be their voluntary act and deed.

ELIZABETH A. BOSIAK
Justice of the Peace-NH
My Commission Expires May 9, 2006


Elizabeth A. Bosiak
Notary Public/Justice of the Peace
My commission expires: _____

MADBURY, 12922
LAND FILE NO. 49241-5

WARRANTY DEED

THOMAS J. SCHLESSINGER
AND
KIM L. SCHLESSINGER

TO

STATE OF NEW HAMPSHIRE

Strafford Registry

Received 12/27, 2001
10 Hour 11 Min 4 M.
Recorded Lib. 243 fol. 750

Examined by,

Registrar

Tax Card

Map: 000009	Lot: 000010	Sub: 000000	Card: 1 of 1	2 PUDDING HILL RD	MADBURY	Printed: 11/01/2012
	OWNER		TAXABLE DISTRICTS		BUILDING DETAILS	
	NEW HAMPSHIRE, STATE OF DEPT OF TRANSPORTATION 7 HAZEN DR CONCORD, NH 03302 Account Number: 395		District	Percentage	Model: Roof: Ext: Int: Floor: Heat: Bedrooms: Baths: Fixtures: Extra Kitchens: Fireplaces: Generators: A/C: Quality: Com. Wall: Stories: Base Type:	
	PERMITS					
	Date	Permit ID	Permit Type	Notes		
<div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <p>Post-it Fax Note 7871</p> <p>To: <i>Paula Lefebvre</i></p> <p>Company: <i>DOT</i></p> <p>Phone #: <i>271-1559</i></p> <p>Fax #: <i>271-6915</i></p> </div> <div style="width: 65%;"> <p>Date: <i>11/2/12</i></p> <p>From: <i>Collette</i></p> <p>Company: <i>Town of Madbury</i></p> <p>Phone #: <i>742-5131</i></p> <p>Fax #: <i>742-5131</i></p> </div> </div>						
BUILDING SUB AREA DETAILS						
2010 BASE YEAR BUILDING VALUATION						
Year Built: _____ Condition For Age: _____ % Physical: _____ Functional: _____ Economic: _____ Temporary: _____ %						

Subject Abstract

Current Owner(s)

STATE OF NH
7 HAZEN DR
CONCORD, NH 03302

Thomas J. Schlessinger

Page 1 of 1

Parcel #: 005
State Project: MADBURY
Project #: 12922
Parcel Address: 2 PUDDING HILL RD

County: STRAFFORD

Town or City: MADBURY

Tax Map: 9

Lot #: 10

Area: 14852 SQUARE FEET

0.34 ac

Encumbrances

* TAX SALE Book: 2307 Page: 726

Date Of Execution: 5/4/2001 Witnessed?: No
Recorded Date: 5/8/2001
Not Discharged

\$2,290.88 TO MADBURY 2000 LEVY; TM 9/LOT 10. NOT PAID.

* MORTGAGE Book: 2196 Page: 26

Date Of Execution: 5/11/2000 Witnessed?: No
Recorded Date: 5/12/2000
Not Discharged

\$102,424.94 TO BENEFICIAL MORTGAGE CO OF NH =
1827/111. NOT PAID.

* EASEMENT Book: 932 Page: 200

Date Of Execution: 7/26/1973 Witnessed?: No
Recorded Date: 8/23/1973
Not Discharged

TO PSNH; INCORPORATES 419/179, 423/27 ... POLES, WIRES,
CABLES, ETC.

* EASEMENT Book: 381 Page: 442

Date Of Execution: 6/20/1917 Witnessed?: No
Recorded Date: 7/10/1917
Not Discharged

TO NET & T CO ... POLES, WIRES, FIXTURES.

Source Of Title

* WARRANTY DEED Book: 2432 Page: 750

Date Of Execution: 12/27/2001 Witnessed?: No
Recorded Date: 12/27/2001 \$0.00
THOMAS J. SCHLESSINGER ET AL - 1827/111
0 %

to State

AFFIDAVIT Book: 1482 Page: 639

Date Of Execution: 11/29/1989 Witnessed?: No
Recorded Date: 11/29/1989 \$0.00

RE: CORPORATE NAMES OF W.H. ELLIOTT & SONS CO.
0 %

WARRANTY DEED Book: 1827 Page: 111

Date Of Execution: 10/4/1993 Witnessed?: No
Recorded Date: 10/11/1993 \$0.00

ELLIOTT ROSE COMPANY OF MADBURY; SLY SIDE OF RT
155, 14,825 SF.
0 %

WARRANTY DEED Book: 1008 Page: 317

Date Of Execution: 11/28/1977 Witnessed?: No
Recorded Date: 12/8/1977 \$0.00

W.H. ELLIOTT & SONS COMPANY; 9 TRACTS IN MADBUR
NH
0 %

For Description Refer To :

Deed: 2432/750

Plan: N/A: SEE SKETCH

ENCUMBRANCES

MORTGAGES: No

RESTRICTIONS: No

RESERVATIONS: No

TAX LIENS: No

ATTACHMENTS: No

EASEMENTS: No

Description and Defects

ABSTRACTED BY JHL 9/5/00
UPDATED BY REW 4/29/04
ENTERED BY LB 5/7/04

WHEN UPDATING, RUN PRIOR CURRENT OWNERS THOMAS J. AND KIM L. SCHLESSINGER, AS WELL AS
STATE OF NH.

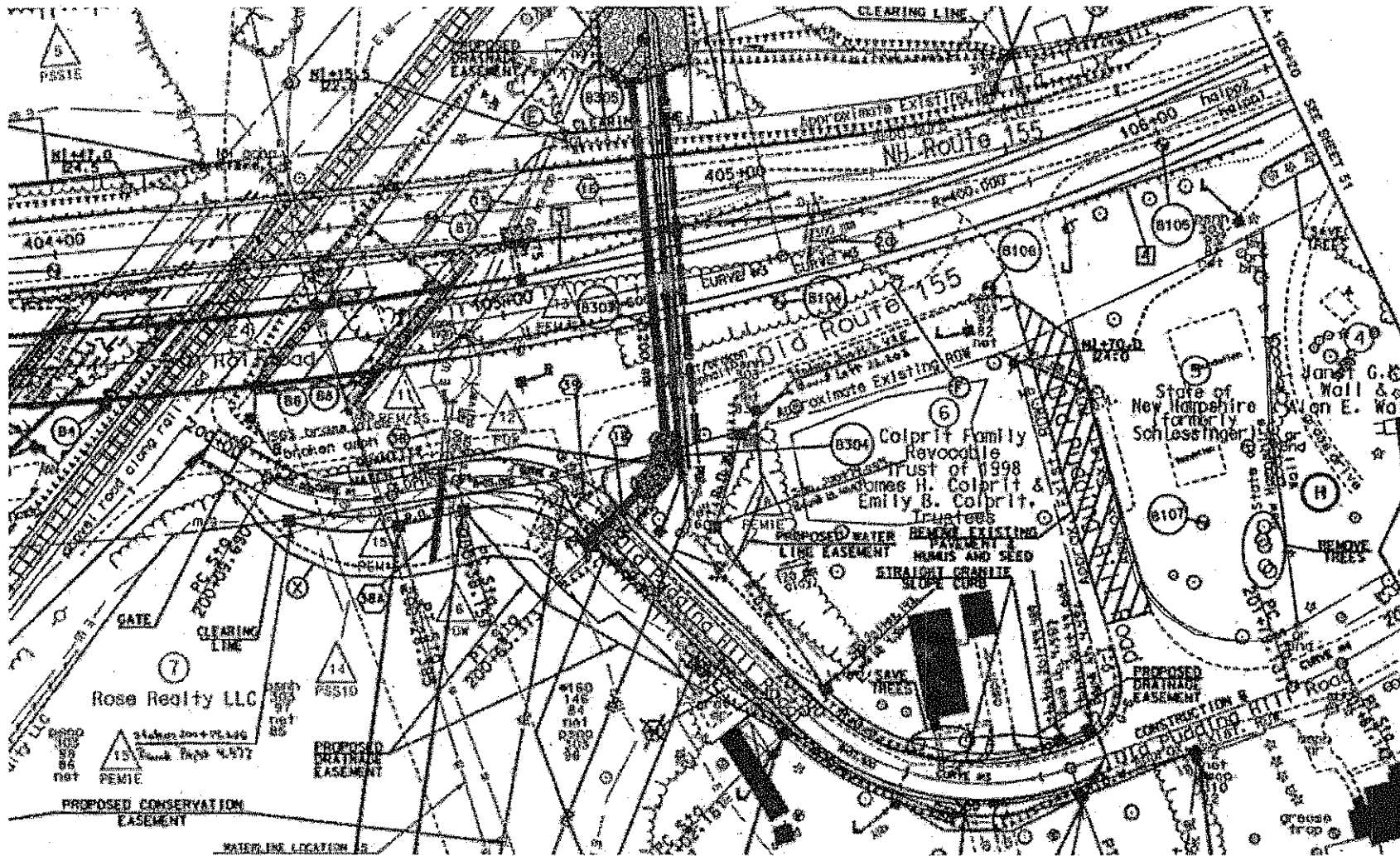
Printed: 05/07/2004

Sales Comparables Map

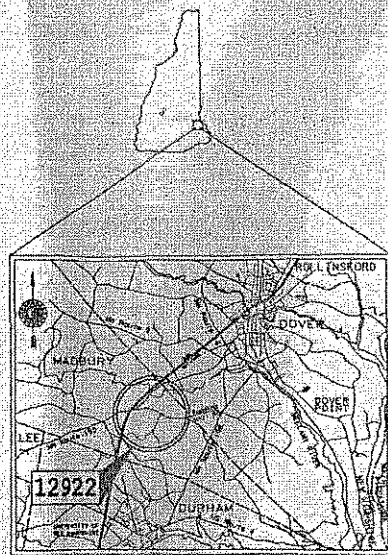
These maps are provided to assist the reader in locating the subject and comparable properties in the field, and clarify their relationships to each other.



ROW Plans



STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
RIGHT-OF-WAY PLANS
FEDERAL AID PROJECT
STP-BRF-X-0325 (002)
N.H. PROJECT NO. 12922
NH ROUTE 155 OVER BOSTON & MAINE RAILROAD



LOCATION MAP

SCALE: 1" = 1 MILE

BEGIN PROJECT STA. 100+00.00

BEGIN CONSTRUCTION STA. 100+38.50

LIMIT OF RIGHT-OF-WAY STA. 100+78.12

File # 41341

BRIDGE NO. 11-0284

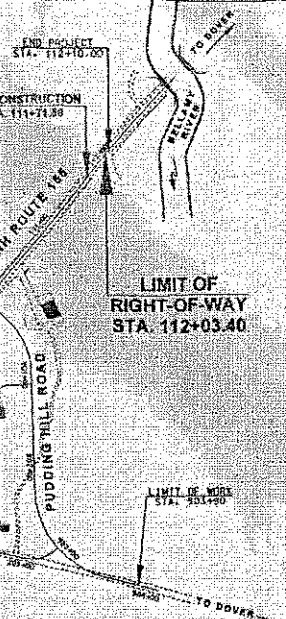
TOWN OF MADBURY
STRAFFORD COUNTY

SCALE: 1"=400'

METRIC

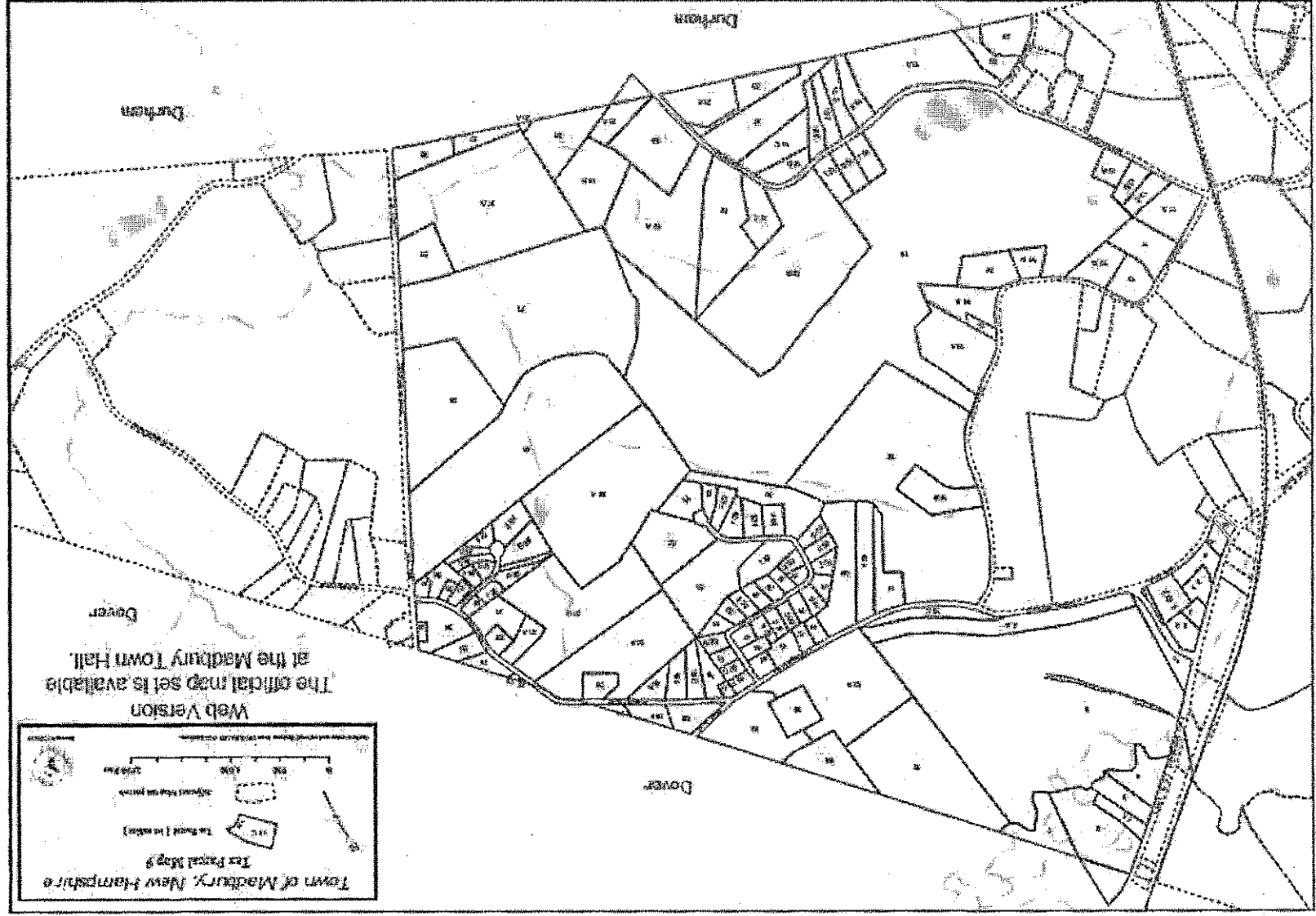
FOR CONSTRUCTION AND ALIGNMENT DETAILS - SEE CONSTRUCTION PLANS

- INDEX OF SHEETS
- 1 TITLE SHEET
 - 2-3 STANDARD SYMBOLS SHEETS
 - 4 SUMMARY SHEET
 - 5 PROPERTY LAYOUT
 - 6-10 RIGHT-OF-WAY PLANS



NH DOT		THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION	
RECOMMENDED FOR APPROVAL		APPROVED BY	
[Signature]		[Signature]	
DESIGNED BY		CHECKED BY	
[Signature]		[Signature]	
APPROVED BY		APPROVED BY	
[Signature]		[Signature]	
BUREAU OF RIGHT-OF-WAY		BUREAU OF RIGHT-OF-WAY	
[Signature]		[Signature]	

Tax Map



APPRAISAL QUALIFICATIONS

OF

POLLYANN D. PRINTY
NHDOT Right Of Way Appraiser

Education

JMB Real Estate Academy, Inc.

Basics of Real Estate Appraisal, 30 hours, May 2006
Uniform Standards of Professional Appraisal Practice, 15 hours, May 2006
Residential 1 – 4 Family Appraisals, 30 hours, June 2006
Residential Site Valuation & Cost Approach, 15 hours, June 2006
Income Capitalization Approach, 30 hours, November-December 2006
Advanced Income Capitalization Approach, 35 hours, July 2007

MBREA (Massachusetts Board Real Estate Appraisers)

General Sales Comparison Approach, 30 hours, October 2009
Statistics, Modeling & Finance, 15 hours, October 2009
General Site Valuation & Cost Approach, 30 hours, November 2009
General Market Analysis & Highest & Best Use, 30 hours, April 2010
General Report Writing & Case Studies, 30 hours, November 2010

Appraisal Institute

Uniform Appraisal Standards for Federal Land Acquisitions, 15 hours, Dec 2006
The Appraiser as an Expert Witness: Preparation and Testimony, 15 hours, March 2007
Appraisal for Federal-Aid Highway Programs, 15 hours, September 2007
Appraisal Review for Federal-Aid Highway Programs, 7-1/2 hours, September 2007

International Right of Way Association

401 The Appraisal of Partial Acquisition, Revere, MA, 40 hours, October 2008

LeMay School of Real Estate (through the NHDOT)

Estimating Property Damage, NHDOT Concord, NH, 2-1/2 hours, July 1 2009
Uniform Standards of Professional Appraisal Practice, 7 hour Update, April 2011
The Strange Case of Agile Mountain, Concord, NH 7-1/2 hours, April 27, 2012 (CE class)

National Business Institute (NBI, Inc.)

Title Law in NH, Radisson Inn, Manchester, NH, 1-day seminar, June 15 2011
Eminent Domain from Start to Finish, Webinar, Manchester, NH, 1 day seminar, May 30 2012

Southern New Hampshire University – Lifelong student

Technical Management B.S., Manchester, NH
(2011 – Statistics, Finance, Micro & Macro Economics, etc.)

Professional Experience

04/2011-Present – Right Of Way (ROW) Appraiser II - Concord, NH
02/2006-4/2011 – Right Of Way (ROW) Appraiser I - Concord, NH
State of New Hampshire, Department of Transportation, ROW Bureau
12/2005-02/2006 – Engineering Tech III - Concord, NH
State of New Hampshire, Department of Admin. Services, Public Works
09/2003-12/2005 – Engineering Tech III - Concord, NH
State of New Hampshire, Department of Transportation, Highway Design



(603)463-7001

45 North Road Deerfield, NH 03037

www.paradeproperties.net

RECEIVED
APR 16 2013
DEPT. OF TRANSPORTATION
RIGHT-OF-WAY

Dear Philip,

Thank you for the opportunity to provide a market analysis for an unimproved lot in Madbury. I had an opportunity to walk the lot and noted that although the lot is small in size (.34 +/- acres), it seems useable for a modest sized home if a well and septic can also be situated on the property.

As you can imagine, sales data is sketchy. Sales from the last two years in Dover, Madbury, Lee, and Durham were considered. Listing sheets are included but a summary is as follows:

- 1) Lee Hook Rd, Lee; 1.55 acres, 145 ft frontage, Days on Market (DOM) 128, Sale Price \$60,000. 6/15/12
- 2) Lot 15-7 Carriage Hill Lane, Dover; .46 acres, Rd frontage TBD, DOM 524, Sale Price \$67,500. 6/29/12
- 3) 22 Freshet Road, Madbury; 2 acres, 400 ft frontage, DOM 228, drilled well, Sale Price \$75,000. Sale date 7/15/2011

Three other 2013 sales from Madbury were all subdivision settings, lots ranging in size from 2.15 acres, 2.31 and 8.21 acres that reflect sales prices of \$120-135,000. range. These are conventional lots all sold in a high end home residential area.

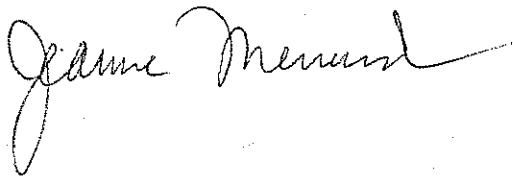
The subject property has a guardrail buffer from Rt. 155 but a house could be sited with great southern exposure and in an area with other homes. There are several smaller lot sized Dover sales to consider however were discounted because they had town water and sewer.

It is in my opinion that given the size restriction of this lot, the market value for this property would be in the \$38,000 to 40,000. range. There are no pending sales nor active listings that readily compare with subject property to further

guide a suggested listing price. The neighboring antique house may benefit from the additional land that this parcel has to offer and may be a prospective buyer. I hope this information is helpful and please do not hesitate to call should you need further clarification or have questions.

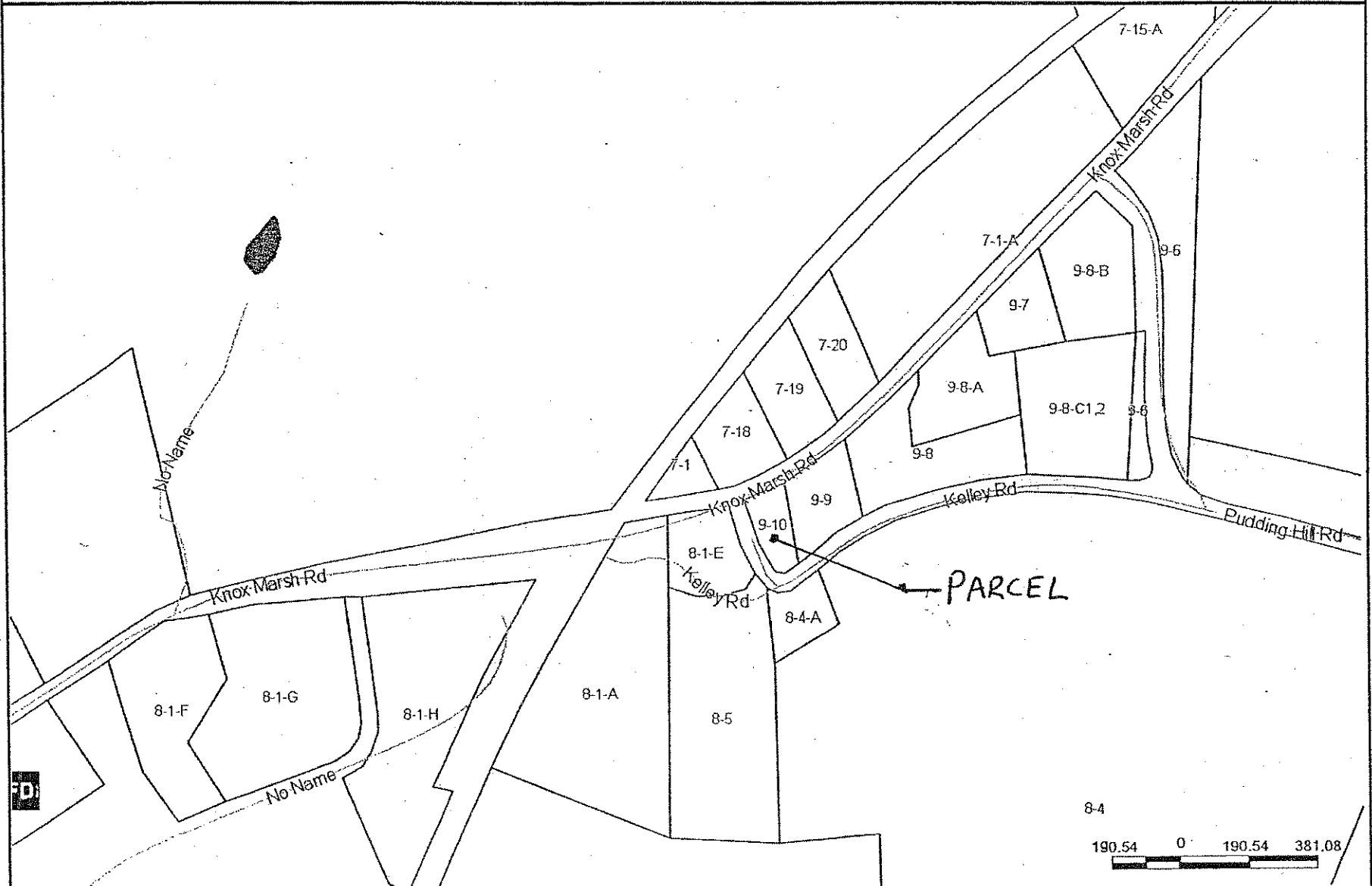
Thank you,

Jeanne Menard
Owner/Broker
Parade Properties

A handwritten signature in cursive script, appearing to read "Jeanne Menard".

9/16/13

Mosaic Parcel Map



This map was compiled using data believed to be accurate; however, a degree of error is inherent in all maps. This map was distributed "AS-IS" without warranties of any kind, either expressed or implied, including but not limited to warranties of suitability to a particular purpose or use. No attempt has been made in either the design or production of the maps to define the limits or jurisdiction of any federal, state, or local government. Detailed on-the-ground surveys and historical analyses of sites may differ from the maps.

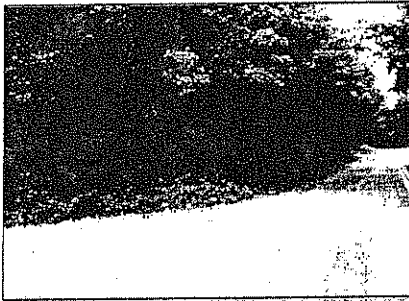


Land
4083767 Closed

Lee Hook Road
Lee, New Hampshire 03861

L \$60,000

C\$60,000



Type:	Residential, Other	Lot Acre:	1.55
Gross Taxes:	\$ 41.00	Lot SqFt:	67,518
Taxes TBD:	No	Est Open Spc:	%
Tax Year:	2010	Price/Acre:	\$ 38,709.68
Zoning:	res	Permit Num:	
Flood Zone:	Unknown	Pole Num:	
Road Frontage:	Yes/ 145	Easements:	
Water Frontage:		Exposure:	
Water Acc Type:		Surveyed:	Yes
Water Body Type:			
Water Body Name:			

Multiple Deeds:	No	Mo. Lease Amt:	\$	Association:	No	Monthly Assoc. \$:	\$
Water Body Restrict:		Current/Land Use:	Yes	Surveyed By:		Land Gains:	
Total # Leases:		Total # Lots:					

Parcel Access ROW: ROW for other Parcel: ROW Width: ROW Length:

Public Rems: You can have the best of all worlds on this beautiful, quiet lot with a custom built home to suit your needs. Build the home of your dreams that may include a gourmet kitchen, hardwood floors, 1st floor master bedroom suite, screened in porch, and geothermal heating/cooling. The sky is the limit so call today. PLEASE NOTE: The lot sits in Lee AND Durham the building envelop is in Lee. .95 acres is in Lee and .6 acres is in Durham

Directions: From Rt 152 turn onto Lee Hook Road, property will be on right. From down town Lee, turn onto Lee Hook Road. Property will be on your left.

Amenities: Location: Rural

Topography: Fields, Wooded
Current Use: None

Utilities:
Electric: None
Gas: None
Roads: Public
Water: Private

Structure: None
Shore Rights:
Restrictions:
Financing:
Sewer: On Site Septic Needed
Possession:

Permit Status:
Docs Avail:
Excl Sale:

Tax Rate:	Assmt:	Assmt Yr:
Tax Class:	Source SqFt:	County: Strafford
Covenant: No	Book/Pg: 1021/ 941	Plan/Survey:
Recorded Deed: Other	Property ID:	SPAN # (VT): --
Map/Block/Lot: 33/14-7	High Sch: Oyster River High School	Jr./Mid Sch: Oyster River Middle School
Devel/Subdiv:	Cable:	Power Co:
District: Oyster River Cooperative	Phone Co:	Resort: No
Elem Sch: Mast Way School		
Fuel Co:		

Auction \$ Det. By:

List Off: Keller Williams Coastal Realty
Firm/Office: 3171/0 Agent#: 21316
Phone/Fax: (603) 610-8500 / (603) 610-8550
Co-List Agt: Phone: () -

List Agt: Nikki Douglass
Phone: (603) 610-8900 Ext:
Email: nikkidouglass@kw.com
Cell: () -
Cell: (603) 557-0834
Fax: (603) 427-9627
Email:

Non-Public Rems: -

Firm/Off Rems:

Showing: Call List Agent, Call List Broker, Other

MLS List Date: 08/03/2011	MLS Type: MLS	List Type: Exclusive Right	TB Fee:
Expire Dt:	BA Fee: 2.50%	NA/Facil Fee: 2.50%	Internet: Yes

Cont Date:	Contings:	SubA/BrkA: .00%	Var Comm: No
Pend Date: 03/15/2012	Org LA: Nikki Douglass	Orig List \$: \$60,000	DOM/DUC: 225 / 93
With Date:	Org CA: Nikki Douglass		

Closed Date: 06/15/2012	Cancelled Date:	
Closed \$: \$60,000	Fin Terms: Owner Finance	
Closed Agt: Nikki Douglass (603) 610-8900 of Keller Williams Coastal Realty (603) 610-8500		Firm: 3171 Agt: 21316

Title Company: Atlas Title	Appraiser: none (603) 557-0834
Owner: on file	Own Phone: () -
Lessee:	Lessee Phone: () -

Concessions: No Details:

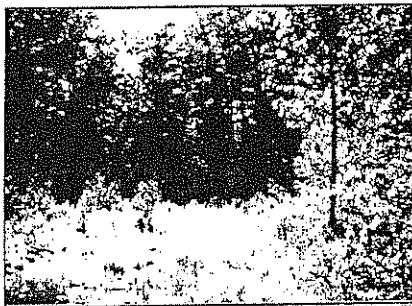
Subject to errors, omissions, prior sale, change or withdrawal without notice. The agency referenced may or may not be the listing agency for this property. NNEREN is not the source of information presented in this listing. Copyright 2013 Northern New England Real Estate Network, Inc.
04/16/2013 10:23 AM Printed By: Jeanne Menard



Land
4046570 Closed

Lot 15-7 Carriage Hill Lane
Dover, New Hampshire 03820

L \$88,000
C\$67,500



Type: Residential
Gross Taxes: \$ 1,528.12
Taxes TBD:
Tax Year: 2010
Zoning: R-12
Flood Zone: No
Road Frontage: TBD
Water Frontage:
Water Acc Type:
Water Body Type:
Water Body Name:

Lot Acre: .46
Lot SqFt: 20,081
Est Open Spc: %
Price/Acre: \$ 191,304.35
Permit Num:
Pole Num:
Easements:
Exposure:
Surveyed: Yes

Multiple Deeds: No Mo. Lease Amt: \$ Association: No Monthly Assoc.\$: \$
Water Body Restr.: Current/Land Use: Surveyed By: Land Gains: No
Total # Leases: Total # Lots:

Parcel Access ROW: ROW for other Parcel: ROW Width: ROW Length:

Public Rems: Come build your new home here! This beautiful piece of land is conveniently located just minutes from downtown Dover with easy access to the Spaulding Trnpke.

Directions: From Dover take Rte 16B north towards Rochester. Take Left on longhill Road. Land on right.

Amenities: Location:

Topography: Wooded
Current Use:

Utilities:
Electric: At Street
Gas: None
Roads: Public
Water: On Site Well Needed

Structure:
Shore Rights:
Restrictions:
Financing:
Sewer: On Site Septic Needed
Possession:

Permit Status:

Docs Avail:

Excl Sale:

Tax Rate:	Assmt:	Assmt Yr:
Tax Class:	Source SqFt:	County: Strafford
Covenant: No	Book/Pg: 3266/ 88	Plan/Survey:
Recorded Deed: Warranty	Property ID:	SPAN # (VT): --
Map/Blck/Lot: A0015/ / 15-7	High Sch:	Jr./Mid Sch:
Devel/Subdlv: Stonecroft	Cable:	Power Co:
District:	Phone Co:	Resort: No
Elem Sch:		
Fuel Co:		

Auction \$ Det. By:

List Off: Keller Williams Coastal Realty
Firm/Office: 3171/0 Agent#: 13149
Phone/Fax: (603) 610-8500 / (603) 610-8550
Co-List Agt: Phone: () -

List Agt: Darlene Colwell-Ellis
Phone: (603) 610-8988 Ext:
Email: colwell-ellis@kw.com
Cell: () -

Cell: (603) 969-6632
Fax: (603) 610-8550
Email:

Non-Public Rems:

Firm/Off Rems:

Showing: Call List Broker, Call List Office

MLS List Date: 02/27/2011	MLS Type: MLS	List Type: Exclusive Right	TB Fee:
Expire Dt:	BA Fee: 2.50%	NA/Facil Fee: 2.50%	Internet: Yes

Cont Date:	Contings:	SubA/BrkA: .00%	Var Comm: No
Pend Date: 05/07/2012	Org LA: Darlene Colwell-Ellis	Orig List \$: \$88,000	DOM/DUC: 435 / 89
With Date:	Org CA: Darlene Colwell-Ellis		

Closed Date: 06/29/2012
Closed \$: \$67,500
Cancelled Date:
Fin Terms: Cash

Closed Agt: Darlene Colwell-Ellis (603) 610-8988 of Keller Williams Coastal Realty (603) 610-8500 Firm: 3171 Agt: 13149

Title Company: Bruton & Berube, PLLC

Owner: Michael P. Brown

Lessee:

Concessions: No

Details:

Appraiser: N/A Cash Sale (000) 000-0000
Own Phone: () -
Lessee Phone: () -

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04/16/2013 10:23 AM Printed By: Jeanne Menard



Land
4035470 Closed

22 Freshet Road
Madbury, New Hampshire 03823

L \$100,000
C\$75,000



Type:	Agriculture, Residential	Lot Acre:	2.00
Gross Taxes:	\$.00	Lot SqFt:	87,120
Taxes TBD:	No	Est Open Spc:	%
Tax Year:	2010	Price/Acre:	\$ 50,000.00
Zoning:	Res / Agr	Permit Num:	
Flood Zone:	Unknown	Pole Num:	
Road Frontage:	Yes/ 400	Easements:	
Water Frontage:		Exposure:	
Water Acc Type:		Surveyed:	Yes
Water Body Type:			
Water Body Name:			

Multiple Deeds:	No	Mo. Lease Amt:	\$	Association:	No	Monthly Assoc.:	\$
Water Body Restr.:		Current/Land Use:	No	Surveyed By:		Land Gains:	No
Total # Leases:		Total # Lots:					

Parcel Access ROW: ROW for other Parcel: ROW Width: ROW Length:

Public Rems: LOCATION LOCATION This beautiful Madbury 2 acre house lot, includes 400 FT of road frontage, and a drilled well. Leveled lot with matured trees, and shrubs. Desirable neighborhood and Oyster River School District. Just within minutes to Dover, Durham and Portsmouth. Easy access to shopping and highways all near by. BUILDERS TAKE NOTE.

Directions: From Dover 108 SW just over the Madbury line take 1st right on to Freshet Rd, just 2/10ths of a mile lot is on right.

Amenities:	Near Shopping	Location:	
Topography:	Country Setting, Level, Open, Paved Road, Rural Setting		
Current Use:	None		
Utilities:		Structure:	Other
Electric:	At Street	Shore Rights:	
Gas:	None	Restrictions:	
Roads:	Paved, Public	Financing:	
Water:	Drilled Well	Sewer:	On Site Septic Needed
Permit Status:		Possession:	At Closing, Immediate
Docs Avail:	Deed, Property Disclosure, Tax Map		
Excl Sale:			

Tax Rate:	Assmt:	\$150,000.00	Assmt Yr:	2010	
Tax Class:					
Covenant:	No	Source SqFt:	County:	Strafford	
Recorded Deed:	Warranty	Book/Pg:	Plan/Survey:		
Map/Blck/Lot:	000009/1 000069	Property ID:	SPAN # (VT):	--	
Devel/Subdiv:					
District:		High Sch:	Oyster River High School	Jr./Mid Sch:	
Elem Sch:	Moharimet School	Cable:		Power Co:	
Fuel Co:		Phone Co:		Resort:	No

Auction \$ Det. By:

List Off: BHG Masiello Rochester	List Agt: Bob Watson
Firm/Office: 2519/32 Agent#: 393188	Phone: (603) 822-0029 Ext:
Phone/Fax: (603) 335-4663 / (603) 332-2054	Email: bobwatson@masiello.com
Co-List Agt: Phone: () -	Cell: () -
	Cell: (603) 833-6498
	Fax: (603) 332-2054
	Email:

Non-Public Rems: Old septic on lot. Two driveway entrances.

Firm/Off Rems:

Showing: Call List Agent, Sign on Prop

MLS List Date: 11/30/2010	MLS Type: MLS	List Type: Exclusive Right	TB Fee: %
Expire Dt:	BA Fee: 40.00%	NA/Facil Fee: 40.00%	Internet: Yes

Cont Date: 06/02/2011	Contings:	SubA/BrkA: \$.00	Var Comm: No
Pend Date: 06/02/2011	Org LA: Charles Alty	Orig List \$: \$120,000	DOM/DUC: 184 / 44
With Date:	Org CA: Lee Ann Parks		

Closed Date: 07/15/2011	Cancelled Date:
Closed \$: \$75,000	Fin Terms: Conventional

Closed Agt: () - of All Points Realty (603) 868-1091

Title Company:

Owner: On file

Lessee:

Concessions: No Comment Details:

Appraiser: None (000) 000-0000

Own Phone: () -

Lessee Phone: () -

Firm: 5137 Agt: 23856

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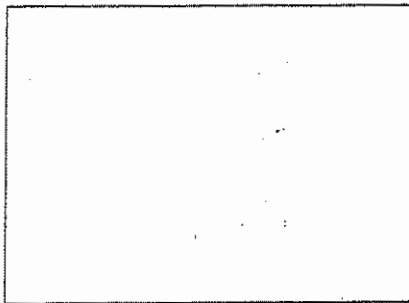
04/16/2013 10:23 AM Printed By: Jeanne Menard



Land
4095265 Closed

8 Evans Road Lot # 8
Madbury, New Hampshire 03823

L \$135,000
C\$120,000



Type:	Residential	Lot Acre:	2.15
Gross Taxes:	\$.00	Lot SqFt:	93,654
Taxes TBD:	Yes	Est Open Spc:	%
Tax Year:	2011	Price/Acre:	\$ 62,790.70
Zoning:	Res Ag	Permit Num:	
Flood Zone:	No	Pole Num:	
Road Frontage:	Yes/ 200	Easements:	Yes
Water Frontage:		Exposure:	East, South
Water Acc Type:		Surveyed:	Yes
Water Body Type:			
Water Body Name:			

Multiple Deeds:	No	Mo. Lease Amt:	\$	Association:	No	Monthly Assoc. \$:	\$
Water Body Restr.:		Current/Land Use:	Yes	Surveyed By:	McEneaney Surv	Land Gains:	No
Total # Leases:		Total # Lots:	1				

Parcel Access ROW: No ROW for other Parcel: No ROW Width: 0 ROW Length: 0

Public Rems: Want a place to put a nice home, privacy, surrounding open fields, close to all amenities, UNH, Durham, Dover, Portsmouth. Easy access to everything, yet feel like you are in the country. This lot has beautiful hardwoods and pines. Peace and quiet is yours in this location. Town forest abuts to the north as well. Offered subject to final subdivision approval from Town, and state. Prelim approvals from town in place.

Directions: From Rt 108 Mast road to Pudding Hill Road, then left on Evans Road, Past the pond then over top of the hill on the right From rt 4 - right on Madbury road, right on Pendexter, left on Perkins, right on Evans. Prop on left

Amenities: Near Paths, Near Shopping, Wooded Lot Location: Rural
Topography: Abuts Conservation, Agricultural Prop, Country Setting, Fields, Open, Pasture/Field, Rural Setting, Walking Trails, Wooded
Current Use: Timber, None

Utilities:		Structure:	None
Electric:	At Street, Underground	Shore Rights:	
Gas:	None	Restrictions:	Wetland
Roads:	Paved, Public	Financing:	
Water:	On Site Well Needed	Sewer:	On Site Septic Needed
Permit Status:	Local Issued, Local Pending, State Pending	Possession:	At Closing
Docs Avail:	Property Disclosure, Soil Data/USDA Map, Survey, Tax Map, Town Approvals		
Excl Sale:			

Tax Rate:	\$24.02	Assmt:	\$.00	Assmt Yr:	2011
Tax Class:		Source SqFt:	Other	County:	Strafford
Covenant:	No	Book/Pg:	3658/ 710	Plan/Survey:	
Recorded Deed:	Trust	Property ID:		SPAN # (VT):	--
Map/Blk/Lot:	8/ 2				
Devel/Subdiv:	Evans West	High Sch:	Oyster River High School	Jr./Mid Sch:	Oyster River Middle School
District:	Oyster River Cooperative	Cable:	Comcast	Power Co:	
Elem Sch:	Moharimet School	Phone Co:	Fairpoint	Resort:	No
Fuel Co:					

Auction \$ Det. By:

List Off: Garvey & Company, LTD	List Agt: David Garvey	Cell:	() -
Firm/Office: 5104/0 Agent#: 21826	Phone: (603) 418-8741 Ext:	Fax:	(603) 418-8742
Phone/Fax: (603) 418-8741 / (603) 418-8742	Email: dave@garveyco.com	Email:	
Co-List Agt: Phone: () -	Cell: () -		

Non-Public Rems: Property has town conditional approvals, awaiting wetland crossing and state subdivision approvals. All sales subject to those approvals. Please note that the buyer will pay the LUCT (land use change tax) aka current use penalty.

Firm/Off Rems:
Showing: Call List Broker, Call List Office, Sign on Prop

MLS List Date:	09/25/2011	MLS Type:	MLS	List Type:	Exclusive Agency	TB Fee:	
Expire Dt:		BA Fee:	4.00%	NA/Facil Fee:	2.00%	Internet:	Yes

Cont Date:		Contings:		SubA/BrkA:	.00%	Var Comm:	No
Pend Date:	01/26/2012	Org LA:	David Garvey	Orig List \$:	\$135,000	DOM/DUC:	123 / 190
With Date:		Org CA:	Nikki Douglass				

Closed Date:	02/29/2012	Cancelled Date:			
Closed \$:	\$120,000	Fin Terms:	Owner Finance		
Closed Agt:	Nikki Douglass (603) 610-8900 of Keller Williams Coastal Realty (603) 610-8500			Firm:	3171, Agt: 21316
Title Company:		Appraiser:	none (000) 000-0000		
Owner:	Evans Trust	Own Phone:	() -		
Lessee:		Lessee Phone:	() -		

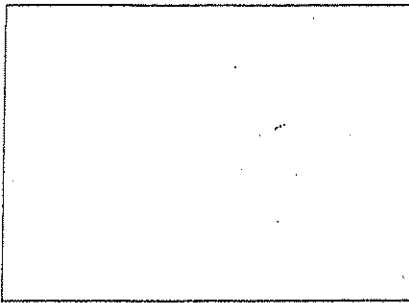
Concessions: Yes
Details: buyer paid Current use



Land
4095261 Closed

9 Evans Road Lot # 9
Madbury, New Hampshire 03823

L \$135,000
C\$120,000



Type:	Residential	Lot Acre:	2.31
Gross Taxes:	\$.00	Lot SqFt:	100,624
Taxes TBD:	Yes	Est Open Spc:	%
Tax Year:	2011	Price/Acre:	\$ 58,441.56
Zoning:	Res Ag	Permit Num:	
Flood Zone:	No	Pole Num:	
Road Frontage:	Yes/ 291	Easements:	Yes
Water Frontage:		Exposure:	East, South
Water Acc Type:		Surveyed:	Yes
Water Body Type:			
Water Body Name:			

Multiple Deeds:	No	Mo. Lease Amt:	\$	Association:	No	Monthly Assoc. \$:	\$
Water Body Restr.:		Current/Land Use:	Yes	Surveyed By:	McEneaney Surv	Land Gains:	No
Total # Leases:		Total # Lots:	1				

Parcel Access ROW: No ROW for other Parcel: No ROW Width: 0 ROW Length: 0

Public Rems: Want a place to put a nice home, privacy, open fields, close to all amenities, UNH, Durham, Dover, Portsmouth. Easy access to everything, yet feel like you are in the country. This lot has beautiful hardwoods and fields Peace and quiet is yours in this location. Town forest abuts to the north as well. Offered subject to final subdivision approval from Town, and state. Prelim approvals from town in place.

Directions: From Rt 108 Mast road to Pudding Hill Road, then left on Evans Road, Frontage is on the down side of the hill past the pond half mile down the road. From rt 4 - right on Madbury road, right on Pendexter, left on Perkins, right on Evans. Prop on left

Amenities: Near Paths, Near Shopping, Wooded Lot Location: Rural
Topography: Abuts Conservation, Agricultural Prop, Country Setting, Fields, Open, Pasture/Field, Rural Setting, Walking Trails, Wooded
Current Use: Timber, None

Utilities:		Structure:	None
Electric:	At Street, Underground	Shore Rights:	
Gas:	None	Restrictions:	Wetland
Roads:	Paved, Public	Financing:	
Water:	On Site Well Needed	Sewer:	On Site Septic Needed
Permit Status:	Local Issued, Local Pending, State Pending	Possession:	At Closing
Docs Avail:	Property Disclosure, Soil Data/USDA Map, Survey, Tax Map, Town Approvals		
Excl Sale:			

Tax Rate:	\$24.02	Assmt:	\$.00	Assmt Yr:	2011
Tax Class:					
Covenant:	No	Source SqFt:	Other	County:	Strafford
Recorded Deed:	Trust	Book/Pg:	3658/ 710	Plan/Survey:	
Map/Blck/Lot:	8/ 12	Property ID:		SPAN # (VT):	--
Devel/Subdiv:	Evans West				
District:	Oyster River Cooperative	High Sch:	Oyster River High School	Jr./Mid Sch:	Oyster River Middle School
Elem Sch:	Moharimet School	Cable:	Comcast	Power Co:	
Fuel Co:		Phone Co:	Fairpoint	Resort:	No

Auction \$ Det. By:

List Off: Garvey & Company, LTD	List Agt: David Garvey	
Firm/Office: 5104/0 Agent#: 21826	Phone: (603) 418-8741 Ext:	Cell: () -
Phone/Fax: (603) 418-8741 / (603) 418-8742	Email: dave@garveyco.com	Fax: (603) 418-8742
Co-List Agt: Phone: () -	Cell: () -	Email:

Non-Public Rems: Property has town conditional approvals, awaiting wetland crossing and state subdivision approvals. All sales subject to those approvals. Please note that the buyer will pay the LUCT (land use change tax) aka current use penalty.

Firm/Off Rems:
Showing: Call List Broker, Call List Office, Sign on Prop

MLS List Date:	09/25/2011	MLS Type:	MLS	List Type:	Exclusive Agency	TB Fee:	
Expire Dt:		BA Fee:	4.00%	NA/Facil Fee:	2.00%	Internet:	Yes

Cont Date:		Contings:		SubA/BrkA:	.00%	Var Comm:	No
Pend Date:	01/26/2012	Org LA:	David Garvey	Orig List \$:	\$135,000	DOM/DUC:	123 / 190
With Date:		Org CA:	Nikki Douglass				

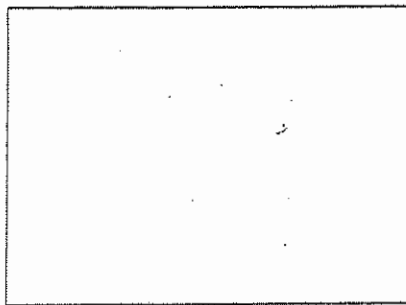
Closed Date:	04/10/2012	Cancelled Date:	
Closed \$:	\$120,000	Fin Terms:	Owner Finance
Closed Agt:	Nikki Douglass (603) 610-8900 of Keller Williams Coastal Realty (603) 610-8500		
Title Company:		Appraiser:	None (000) 000-0000
Owner:	Evans Trust	Own Phone:	() -
Lessee:		Lessee Phone:	() -

Concessions: Yes Details: buyer
paid Current
use

Land
4095228 Closed

11 Evans Road Lot # 11
Madbury, New Hampshire 03823

L \$165,000
C\$135,000



Type:	Residential	Lot Acre:	8.21
Gross Taxes:	\$.00	Lot SqFt:	357,628
Taxes TBD:	Yes	Est Open Spc:	%
Tax Year:	2011	Price/Acre:	\$ 20,097.44
Zoning:	Res Ag	Permit Num:	
Flood Zone:	No	Pole Num:	
Road Frontage:	Yes/ 200	Easements:	Yes
Water Frontage:		Exposure:	East , South
Water Acc Type:		Surveyed:	Yes
Water Body Type:			
Water Body Name:			

Multiple Deeds:	No	Mo. Lease Amt:	\$	Association:	No	Monthly Assoc.:	\$
Water Body Restr.:		Current/Land Use:	Yes	Surveyed By:	McEaney Surv	Land Gains:	No
Total # Leases:		Total # Lots:	1				

Parcel Access ROW: Yes ROW for other Parcel: Yes ROW Width: 25 ROW Length: 1000

Public Rems: Want a place to put a really nice home, long drive for privacy, close to all amenities, UNH, Durham, Dover, Portsmouth. The ultimate in an estate lot setting. Easy access to everything, yet feel like you are in the country. This lot has beautiful hardwoods and fields near the entry. There are power lines across the very beginning of the lot, but not close to where the building site is located. Peace and quiet is yours in this location. Town forest abuts to the north as well. Offered subject to final subdivision approval from Town, and state, and state wetland crossing permit. Prelim approvals from town in place.

Directions: From Rt 108 Mast road to Pudding Hill Road, then left on Evans Road, Frontage is under the power line easement a half mile down the road. From rt 4 - right on Madbury road, right on Pendexter, left on Perkins, right on Evans. Prop on left

Amenities:	Near Paths , Near Shopping , Wooded Lot	Location:	Rural
Topography:	Agricultural Prop , Country Setting , Easement , Fields , Open , Rural Setting , Walking Trails , Wooded		
Current Use:	Timber , None		

Utilities:		Structure:	None
Electric:	At Street , Underground	Shore Rights:	
Gas:	None	Restrictions:	Wetland
Roads:	Paved	Financing:	
Water:	On Site Well Needed	Sewer:	On Site Septic Needed
Permit Status:	Local Issued , Local Pending , State Pending	Possession:	At Closing
Docs Avail:	Property Disclosure , Soil Data/USDA Map , Survey , Tax Map , Town Approvals		
Excl Sale:			

Tax Rate:	\$24.02	Assmt:	\$.00	Assmt Yr:	2011
Tax Class:					
Covenant:	No	Source SqFt:	Other	County:	Strafford
Recorded Deed:	Trust	Book/Pg:	3658/ 710	Plan/Survey:	
Map/Block/Lot:	8/ 2	Property ID:		SPAN # (VT):	--
Devel/Subdiv:	Evans West				
District:	Oyster River Cooperative	High Sch:	Oyster River High School	Jr./Mid Sch:	Oyster River Middle School
Elem Sch:	Moharimet School	Cable:	Comcast	Power Co:	
Fuel Co:		Phone Co:	Fairpoint	Resort:	No

Auction \$ Det. By:

List Off:	Garvey & Company, LTD	List Agt:	David Garvey
Firm/Office:	5104/ 0 Agent#: 21826	Phone:	(603) 418-8741 Ext:
Phone/Fax:	(603) 418-8741 / (603) 418-8742	Email:	dave@garveyco.com
Co-List Agt:	Phone: () -	Cell:	() -
		Fax:	(603) 418-8742
		Email:	

Non-Public Rems: Property has town conditional approvals, awaiting wetland crossing and state subdivision approvals. All sales subject to those approvals. Please note that the buyer will pay the LUCT (land use change tax) aka current use penalty.

Firm/Off Rems:

Showing: Call List Broker , Call List Office , Sign on Prop

MLS List Date:	09/25/2011	MLS Type:	MLS	List Type:	Exclusive Agency	TB Fee:	
Expire Dt:		BA Fee:	4.00%	NA/Facil Fee:	2.00%	Internet:	Yes

Cont Date:		Contings:		SubA/BrkA:	.00%	Var Comm:	No
Pend Date:	01/27/2012	Org LA:	David Garvey	Orig List \$:	\$165,000	DOM/DUC:	124 / 189
With Date:		Org CA:	Nikki Douglass				

Closed Date:	02/08/2012	Cancelled Date:	
Closed \$:	\$135,000	Fin Terms:	Cash


Closed Agt: Nikki Douglass (603) 610-8900 of Keller Williams Coastal Realty (603) 610-8500 Firm: 3171 Agt: 21316

Title Company:		Appraiser:	None (000) 000-0000
Owner:	Evans Trust	Own Phone:	() -
Lessee:		Lessee Phone:	() -

Concessions:	Yes	Details:	buyer
			paid Current
			use

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

FROM:  Charles R. Schmidt, PE
Administrator, Bureau of Right of Way

DATE: May 7, 2013
AT: Dept. of Transportation

Christopher M. Waszczuk, PE
Administrator, Bureau of Turnpikes

SUBJECT: **Approval of 35-Year Ground Lease Contract for Re-development
of Hooksett Rest Areas
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 35-year ground lease contract with two 5-year options at the sole discretion of the State in order to re-develop the northbound and southbound Rest Areas in the Town of Hooksett to full service welcome centers with concession sales, fuel sales, visitor centers, and new liquor stores. The 35-year ground lease 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 (NHLC). The 35-year ground lease contract also requires the Developer/Operator to pay the Bureau of Turnpikes a minimum guaranteed rent of \$23,236,301 over the 35-year term with tiered rent payments based on the sale of gasoline and tiered percentage rent based on gross concession sales that based on projected sales may total to more than \$38,900,000 over the 35-year term. Terms of the revenue sharing and conditions of the ground lease and concession agreement are as specified in this request and within the attachments.

EXPLANATION

Pursuant to Chapter 144 of the Laws of 2009 ("Chapter 144"), which authorized the Commissioner of the Department of Transportation to request proposals to commercialize rest areas, welcome centers, and state liquor stores along the highways and turnpikes, the Department of Transportation issued a Request for Qualifications (RFQ) on July 17, 2012 and a Request for Proposals (RFP) on October 15, 2012.

Both the RFQ and RFP identified three specific goals for the 35-year ground lease and concession agreement that guided both the criteria used to select the Developer/Operator (D/O) and to measure the success of the venture itself. The three goals are:

- Obtain new, high quality facilities to replace the existing Rest Areas and liquor stores.
- Ensure that the facility design and operation will provide a positive customer experience for the commuter, recreational traveler, and liquor store patron.
- Provide a fair return to the Turnpikes and provide for the transfer of the facilities in satisfactory condition at the end of the lease term.

The initial RFQ phase solicited interest in the re-development project and evaluated the interested Developer/Operator (D/O) teams' qualifications, experience, and financial aptitude in order to be invited to participate in the RFP. Three D/O teams submitted qualifications packages with all three invited to submit proposals. Two D/O teams eventually submitted proposals in accordance with the requirements of the RFP, including the stipulated deadline of January 29, 2013 (per Addendum #1):

Proposals from each D/O team were reviewed by a Selection Committee, comprised of three Department of Transportation representatives, three NH Liquor Commission representatives, and one representative each from the Department of Administrative Services Bureau of Public Works and Department of Resources and Economic Development Division of Travel and Tourism, along with review and support by a Technical Committee formed for the project. On February 26, 2013, the Selection Committee held interviews with the D/O teams, where each group provided a detailed presentation describing their team, capabilities, and pertinent aspects of their proposal; provided answers to a specific set of questions targeting each proposal; and participated in an open question and answer period. Following the interviews, the Selection Committee met to discuss the interviews, develop the preliminary rating of the proposals and the necessity for requesting a "Best and Final Offer" (BAFO). The BAFO, which was sent to the D/Os, asked the D/O teams to consider enhancements to both the technical and financial aspects of the proposals. Both D/O teams responded to the BAFO request and submitted their BAFO documents on March 25th, 2013.

The Selection Committee rated the technical aspects of each proposal taking into account the proposed technical designs and schedule, revenue proposal, the firm's qualifications, project team and capabilities, as well as the team's facilities management plan, operations and maintenance plan, and project management plan. The technical aspect accounted for 65 of the total 100 maximum points, while the revenue proposal attributed to 35 of the total 100 points.

Based on the above-mentioned analysis, after reviewing the RFQ, RFP and BAFO submitted by each potential D/O, the Selection Committee recommended and Commissioner of the Department of Transportation concurred that [REDACTED] be selected as the Developer/ Operator to design, build, finance, maintain, and operate the Service Areas sites with the exception of the \$8.4 million liquor stores, which will be financed, owned, and maintained by the NHLC.

The 35-Year Ground Lease Contract includes the following:

- Construction of a single building on both the northbound and southbound sites to house both a 16,000 square foot Welcome Center and 20,000 square foot Liquor & Wine Outlet Store. The building will exhibit a New Hampshire "mill building architectural style" and will include a 1950's style diner, Italian farmhouse, old-time deli, coffee and breakfast shop, country style convenience store, Liquor Store, and an interactive and informative visitor center.
- Other amenities include 20 fuel stations for passenger vehicles, ample rest rooms, bank, vending space, drive-thru window, pet walk area, and generous landscaping on each side.
- Parking will be provided for passenger vehicles, trucks, and buses. Approximately 310 parking spaces will be provided on the northbound site and 240 parking spaces will be provided on the southbound site.
- [REDACTED] will finance the total estimated project costs of \$32.0 million with \$8.4 million reimbursed back to them for the Liquor Stores.
- [REDACTED] estimates to expend nearly \$38 million over the 35-year term in operation, maintenance, and refurbishment costs.
- [REDACTED] proposes a guaranteed minimum rent of \$23.2 million over the 35-year term and a tiered percentage rent based on gross sales and gallons of fuel sold. State may receive more than \$38.9 million in rent payments over the 35-year term based on forecasted sales.
- [REDACTED] brings a solid NH team, experience, and approach.
- [REDACTED] proposed schedule (based on June 19, 2013 G&C approval) is as follows:
 - Architectural & Engineering Design & Permit Approvals: June 2013 – Jan 2014
 - NB Site Construction: October 2013 – April 2015
 - **NB Liquor Store Completion: November 2014**
 - **NB Service Area Completion: April 2015**
 - SB Site Construction: January 2014 – April 2015
 - **SB Liquor Store Completion: March 2015**
 - **SB Service Area Completion: April 2015**

The Department acquired the Hooksett Rest Areas with Turnpike funds pursuant to Special Session House Bill 1 (2010 Special Session) where the Commissioner of the Department of Transportation was authorized to acquire land as required for the purposes of constructing, operating, and maintaining turnpike service plazas for motorists at the existing northbound and southbound rest areas in the town of Hooksett on Interstate 93 with each turnpike service plaza intended to be a full service rest area that may include a fueling station, food and beverage service, a convenience store, and a liquor store.

The potential granting of this 35-year ground lease contract has been reviewed by this Department and has been determined to be in the best interests of the Bureau of Turnpikes, Department of Transportation, NH Liquor Commission, and DRED, as it transforms an underutilized property to its much fuller potential by providing new high quality facilities, amenities to the traveling public, and revenue sharing to the Turnpike System.

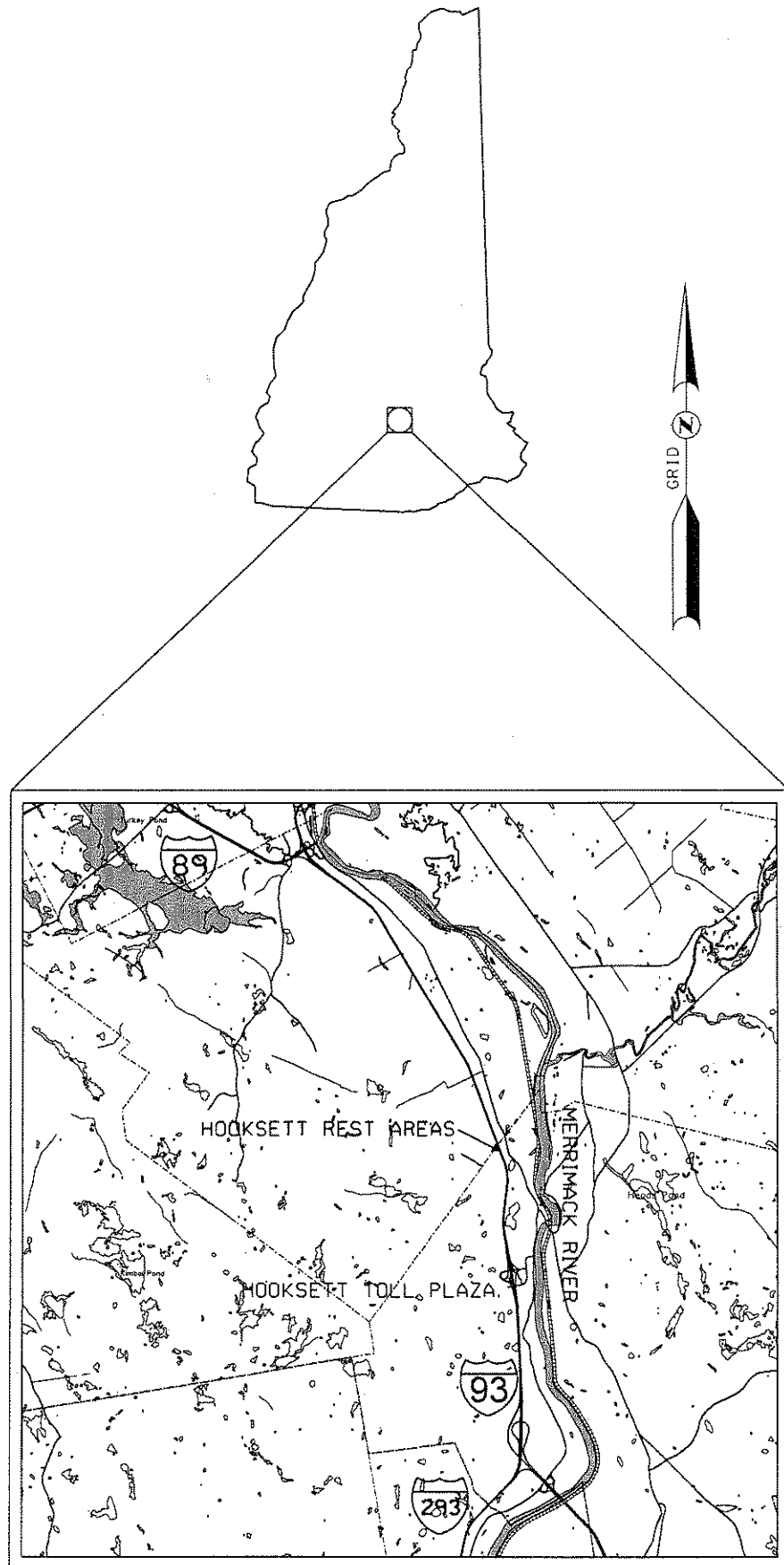
After due consideration, the Department respectfully requests approval be granted for execution of the 35-year ground lease contract as outlined above.

CRS/CMW

Attachments:

- Exhibit A - Location Map – Hooksett Rest Areas
- Exhibit B – Plan of Rest Areas
- Exhibit C - Tiered Percent Rent & Tiered Fuel Rent
- Exhibit D - Guaranteed Minimum Annual Rent, Estimated Percent Rent & Estimated Fuel Rent
- Exhibit E - RFP Evaluation and Screening Process
- Exhibit F - Hooksett Service Area Development Fact Sheet
- Conceptual Redevelopment Drawings

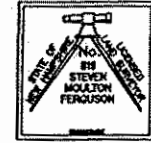
EXHIBIT A



LOCATION MAP - HOOKSETT REST AREA

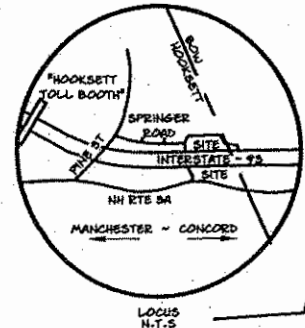
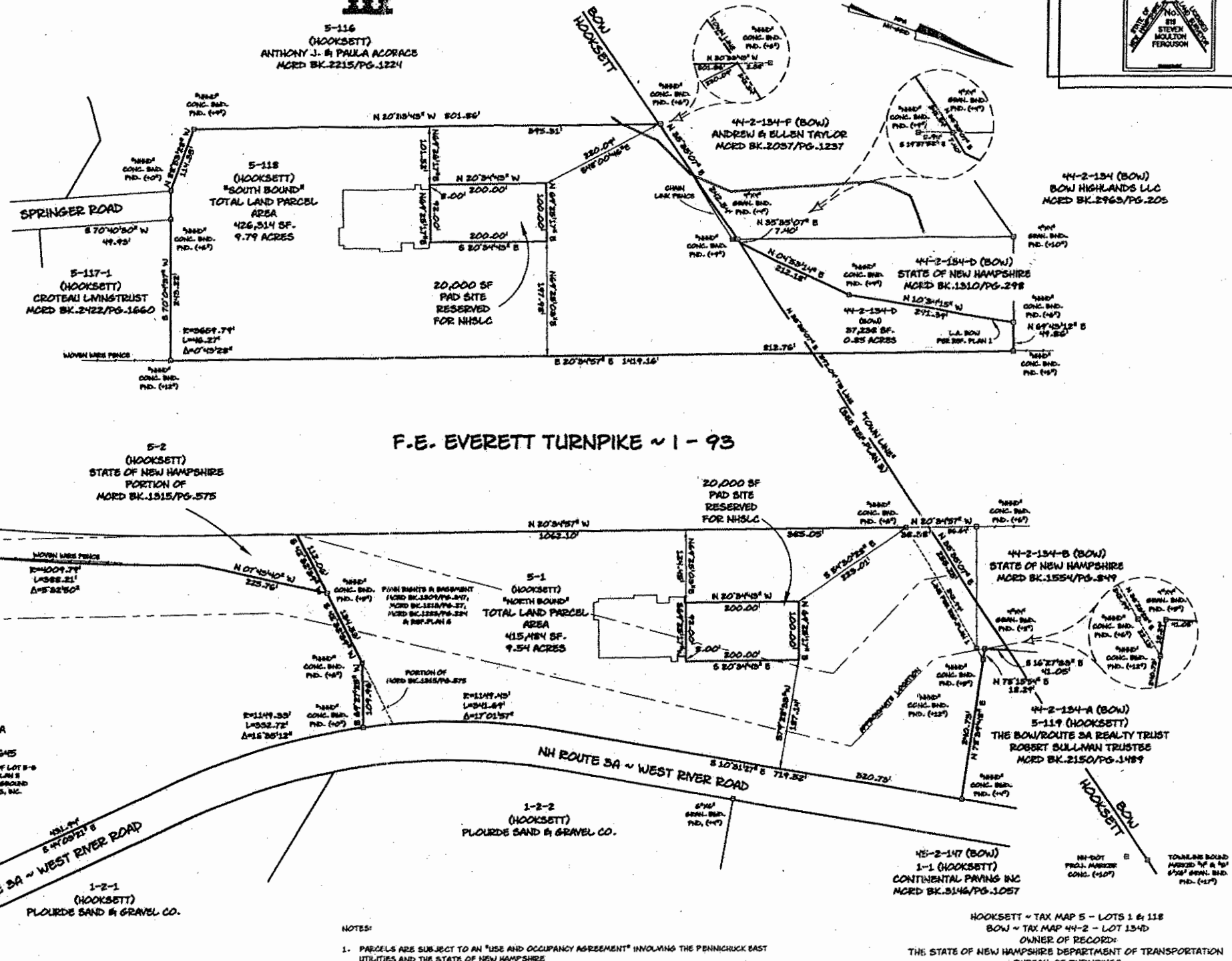
SURVEYORS - ENGINEERS - TRANSPORTATION PLANNERS

P.O. Box 249, Rochester, N.H. 03866-0249



REFERENCE PLANS:

1. "STATE OF NEW HAMPSHIRE, DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS, RIGHT-OF-WAY PLANS OF PROPOSED CENTRAL NEW HAMPSHIRE TURNPIKE, L.S. 1873(14), NH PROJ P-1555-N, INTERSTATE ROUTE 93" DATED: 3-7-77 & 9-1-77 BY NH-DOT ON FILE AT NH-DOT RECORDS DEPT.
2. "BOUNDARY PLAT, LANDS OF HAMILTON REALTY CORPORATION, BOW & HOOKSETT, NH" DATED: NOV. 24, 1987 BY ROBERT B. TODD, INC. RECORDED: MCRD PLAN 10547
3. "SUBDIVISION OF THE LAND OF RIVERVIEW LAND CORPORATION, HOOKSETT, NH" DATED: 12-8-88 BY HOLDEN ENGINEERING & SURVEYING RECORDED: MCRD PLAN 11046
4. "ALTA SURVEY, TAX MAP 44 BLOCK 2 LOT 134, BOW BOG ROAD, BOW, NH, MERRIMACK COUNTY" DATED: FEB. 2, 2010 BY J.B. BELANGER LAND SURVEYING PLLC RECORDED: MCRD 19460
5. "PLAN OF LAND OF CHANDONNAIS, ROUTE 3A (MAIN STREET), HOOKSETT, NH" DATED: NOV. 25, 1985 BY JOHN J. GILLIS RECORDED: MCRD PLAN 8408
6. "GABRIENS-RIMMON 35KV TRANSMISSION LINE, LINE 334 MILE 9" DATED: 5/77 BY PSNH ENG-DIV ON FILE AT PSNH AS E-7653-7
7. "PLAN PREPARATION RECORDED PLAN, HOOKSETT 14444" DATED: 11-12-07 BY NH-DOT SURVEY DEPT. ON FILE AT NH-DOT SURVEY DEPT.
8. "PARCEL DISPOSITION PLAN, F.E. EVERETT TURNPIKE-1-93 & NH ROUTE 3A-WEST RIVER ROAD, MERRIMACK COUNTY, HOOKSETT & BOW, NH FOR THE STATE OF NEW HAMPSHIRE" DATED: JUNE 22, 2010 BY NORWAY PLAINS ASSOCIATES, INC. RECORDED: MCRD 19446
9. "PARCEL DISPOSITION PLAN, F.E. EVERETT TURNPIKE-1-93 & NH ROUTE 3A-WEST RIVER ROAD, MERRIMACK COUNTY, HOOKSETT & BOW, NH FOR THE STATE OF NEW HAMPSHIRE" DATED: REV JUNE 14, 2011 BY NORWAY PLAINS ASSOCIATES, INC. RECORDED: MCRD 19783



I CERTIFY THAT THIS SURVEY PLAT IS NOT A SUBMISSION PURSUANT TO THIS TITLE AND THAT THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW WAYS ARE SHOWN.

I FURTHER CERTIFY THAT I HAVE FILED A COPY OF THIS PLAN WITH THE PLANNING BOARDS OF THE TOWNS OF HOOKSETT AND BOW IN ACCORDANCE WITH RSA 676:18.

STEVEN M. FERGUSON, L.L.S. #819

DATE

NOTES:

1. PARCELS ARE SUBJECT TO AN "USE AND OCCUPANCY AGREEMENT" INVOLVING THE PENNICHUCK EAST UTILITIES AND THE STATE OF NEW HAMPSHIRE.
2. PARCEL 5-1 (HOOKSETT) AKA "NORTH BOUND" LOT, IS SUBJECT TO PSNH TRANSMISSION LINE EASEMENT, SEE REF. PLAN 6.
3. BY MUTUAL, WRITTEN AGREEMENT, THE NEW HAMPSHIRE STATE LIQUOR COMMISSION AND THE NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION MAY AMEND THE EXACT LOCATION OF THE 20,000 SF. PAD SITE ON EACH OF THE NORTHBOUND AND SOUTHBOUND REST AREA PARCELS.
4. THE NORTHBOUND AND SOUTHBOUND REST AREAS SHALL BE SUBJECT TO AN EASEMENT IN FAVOR OF THE NEW HAMPSHIRE STATE LIQUOR COMMISSION FOR ACCESS TO AND PARKING FOR PATRONS AND EMPLOYEES OF THE NORTHBOUND PAD AND THE SOUTHBOUND PAD SITES.
5. TITLE REFERENCES DEPICTED ON THIS PLAN WERE CLARIFIED BY NH ATTORNEY GENERALS OFFICE AND NH-DOT ROW DIVISION.

FILE NO. 559
PLAN NO. C-2540-B
DWG. NO. 10076/B-2
F.B. NO. 729 & 819

HOOKSETT ~ TAX MAP 5 - LOTS 1 & 118
BOW ~ TAX MAP 44-2 - LOT 134D
OWNER OF RECORD:
THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION
BUREAU OF TURNPIKES
PO BOX 2950, CONCORD, NH
MCRD BK. 3203/PG. 336
PARCEL DISPOSITION PLAN
F.E. EVERETT TURNPIKE ~ 1-93 & NH ROUTE 3A ~ WEST RIVER ROAD
MERRIMACK COUNTY
HOOKSETT & BOW, NH
FOR THE STATE OF NEW HAMPSHIRE
1"=100' MAY 01, 2013

100 0 50 100 200 400

NORWAY PLAINS ASSOCIATES, INC.

EXHIBIT C

5/7/2013

Tiered Percent Rent Tiered Fuel Rent

State of New Hampshire

Department of Transportation

Hooksett Service Area Development Project

* Annual Gross Sales	% Rent on Gross Sales	Incremental Percent Rent	Total Percent Rent on Gross Sales at Upper Limit
\$0 - \$13,500,000	3%	\$405,000	\$405,000
\$13,500,001 - \$14,500,000	5%	\$50,000	\$455,000
\$14,500,001 - \$15,500,000	7%	\$70,000	\$525,000
\$15,500,001 - \$16,500,000	8%	\$80,000	\$605,000
\$16,500,001 - \$17,500,000	9%	\$90,000	\$695,000
\$17,500,001 - \$18,500,000	10%	\$100,000	\$795,000
Over \$18,500,000	10%		

*Gross Sales as defined in Section 10.

Annual Gallon of Fuel Sales	Cents per Gallon on Fuel Sales	Incremental Fuel Rent	Total Fuel Rent at Upper Limit
0 - 6,700,000	\$0.04	\$268,000	\$268,000
6,700,001 - 7,200,000	\$0.06	\$30,000	\$298,000
7,200,001 - 7,700,000	\$0.08	\$40,000	\$338,000
Over 7,700,000	\$0.09		

Guaranteed Minimum Annual Rent, Estimated Percent Rent, Estimated Fuel Rent

State of New Hampshire
 Department of Transportation
 Hooksett Service Area Development Project
 Contract Term: July 1, 2013 - June 30, 2048

Year	State Fiscal Year	Period	*Guaranteed Minimum Annual Rent	Estimated Gross Sales, Ramp Up then \$15.5M in Yr 4 & 1% Annual Growth	Effective Percent Rent	Estimated Percent Rent Payment	Estimated Gas Sales, Ramp Up then 7.7M in Yr 4 & 1% Annual Growth	Effective State Rent, Cents Per Gallon	Estimated Fuel Rent Payment	**Estimated Total Rent Payment	Estimated Cumulative Rent
Pre-Opening		July 1, 2013 - April 28, 2015									
1	2015	April 29, 2015 - June 30, 2015	\$ 86,301	\$ 2,330,137	3.00%	\$ 69,904	\$ 1,156,438	0.040	\$ 46,258	\$ 86,301	\$ 86,301
2	2016	July 1, 2015 - June 30, 2016	\$ 500,000	\$ 13,635,000	3.02%	\$ 411,750	\$ 6,767,000	0.040	\$ 272,020	\$ 683,770	\$ 770,071
3	2017	July 1, 2016 - June 30, 2017	\$ 500,000	\$ 13,771,350	3.04%	\$ 418,568	\$ 6,834,670	0.040	\$ 276,080	\$ 694,648	\$ 1,464,719
4	2018	July 1, 2017 - June 30, 2018	\$ 500,000	\$ 15,500,000	3.39%	\$ 525,000	\$ 7,700,000	0.044	\$ 338,000	\$ 863,000	\$ 2,327,719
5	2019	July 1, 2018 - June 30, 2019	\$ 500,000	\$ 15,655,000	3.43%	\$ 537,400	\$ 7,777,000	0.044	\$ 344,930	\$ 882,330	\$ 3,210,049
6	2020	July 1, 2019 - June 30, 2020	\$ 500,000	\$ 15,811,550	3.48%	\$ 549,924	\$ 7,854,770	0.045	\$ 351,929	\$ 901,853	\$ 4,111,902
7	2021	July 1, 2020 - June 30, 2021	\$ 550,000	\$ 15,969,666	3.52%	\$ 562,573	\$ 7,933,318	0.045	\$ 358,999	\$ 921,572	\$ 5,033,474
8	2022	July 1, 2021 - June 30, 2022	\$ 550,000	\$ 16,129,362	3.57%	\$ 575,349	\$ 8,012,651	0.046	\$ 366,139	\$ 941,488	\$ 5,974,962
9	2023	July 1, 2022 - June 30, 2023	\$ 550,000	\$ 16,290,656	3.61%	\$ 588,252	\$ 8,092,777	0.046	\$ 373,350	\$ 961,602	\$ 6,936,564
10	2024	July 1, 2023 - June 30, 2024	\$ 550,000	\$ 16,453,562	3.65%	\$ 601,285	\$ 8,173,705	0.047	\$ 380,633	\$ 981,918	\$ 7,918,483
11	2025	July 1, 2024 - June 30, 2025	\$ 550,000	\$ 16,618,098	3.70%	\$ 615,629	\$ 8,255,442	0.047	\$ 387,990	\$ 1,003,619	\$ 8,922,101
12	2026	July 1, 2025 - June 30, 2026	\$ 550,000	\$ 16,784,279	3.76%	\$ 630,585	\$ 8,337,997	0.047	\$ 395,420	\$ 1,026,005	\$ 9,948,106
13	2027	July 1, 2026 - June 30, 2027	\$ 550,000	\$ 16,952,122	3.81%	\$ 645,691	\$ 8,421,377	0.048	\$ 402,924	\$ 1,048,615	\$ 10,996,721
14	2028	July 1, 2027 - June 30, 2028	\$ 550,000	\$ 17,121,643	3.86%	\$ 660,948	\$ 8,505,590	0.048	\$ 410,503	\$ 1,071,451	\$ 12,068,172
15	2029	July 1, 2028 - June 30, 2029	\$ 550,000	\$ 17,292,859	3.91%	\$ 676,357	\$ 8,590,646	0.049	\$ 418,158	\$ 1,094,516	\$ 13,162,687
16	2030	July 1, 2029 - June 30, 2030	\$ 550,000	\$ 17,465,788	3.96%	\$ 691,921	\$ 8,676,553	0.049	\$ 425,890	\$ 1,117,811	\$ 14,280,498
17	2031	July 1, 2030 - June 30, 2031	\$ 550,000	\$ 17,640,446	4.02%	\$ 709,045	\$ 8,763,318	0.049	\$ 433,699	\$ 1,142,743	\$ 15,423,241
18	2032	July 1, 2031 - June 30, 2032	\$ 550,000	\$ 17,816,850	4.08%	\$ 726,685	\$ 8,850,951	0.050	\$ 441,586	\$ 1,168,271	\$ 16,591,512
19	2033	July 1, 2032 - June 30, 2033	\$ 550,000	\$ 17,995,019	4.14%	\$ 744,502	\$ 8,939,461	0.050	\$ 449,551	\$ 1,194,053	\$ 17,785,565
20	2034	July 1, 2033 - June 30, 2034	\$ 900,000	\$ 18,174,969	4.20%	\$ 762,497	\$ 9,028,856	0.051	\$ 457,597	\$ 1,220,094	\$ 19,005,659
21	2035	July 1, 2034 - June 30, 2035	\$ 900,000	\$ 18,356,719	4.25%	\$ 780,672	\$ 9,119,144	0.051	\$ 465,723	\$ 1,246,395	\$ 20,252,054
22	2036	July 1, 2035 - June 30, 2036	\$ 900,000	\$ 18,540,286	4.31%	\$ 799,029	\$ 9,210,336	0.051	\$ 473,930	\$ 1,272,959	\$ 21,525,013
23	2037	July 1, 2036 - June 30, 2037	\$ 900,000	\$ 18,725,689	4.37%	\$ 817,569	\$ 9,302,439	0.052	\$ 482,220	\$ 1,299,788	\$ 22,824,801
24	2038	July 1, 2037 - June 30, 2038	\$ 900,000	\$ 18,912,946	4.42%	\$ 836,295	\$ 9,395,463	0.052	\$ 490,592	\$ 1,326,886	\$ 24,151,687
25	2039	July 1, 2038 - June 30, 2039	\$ 900,000	\$ 19,102,075	4.48%	\$ 855,208	\$ 9,489,418	0.053	\$ 499,048	\$ 1,354,255	\$ 25,505,943
26	2040	July 1, 2039 - June 30, 2040	\$ 900,000	\$ 19,293,096	4.53%	\$ 874,310	\$ 9,584,312	0.053	\$ 507,588	\$ 1,381,898	\$ 26,887,840
27	2041	July 1, 2040 - June 30, 2041	\$ 900,000	\$ 19,486,027	4.59%	\$ 893,603	\$ 9,680,155	0.053	\$ 516,214	\$ 1,409,817	\$ 28,297,657
28	2042	July 1, 2041 - June 30, 2042	\$ 900,000	\$ 19,680,887	4.64%	\$ 913,089	\$ 9,776,957	0.054	\$ 524,926	\$ 1,438,015	\$ 29,735,672
29	2043	July 1, 2042 - June 30, 2043	\$ 900,000	\$ 19,877,696	4.69%	\$ 932,770	\$ 9,874,726	0.054	\$ 533,725	\$ 1,466,495	\$ 31,202,167
30	2044	July 1, 2043 - June 30, 2044	\$ 900,000	\$ 20,076,473	4.75%	\$ 952,647	\$ 9,973,474	0.054	\$ 542,613	\$ 1,495,260	\$ 32,697,427
31	2045	July 1, 2044 - June 30, 2045	\$ 900,000	\$ 20,277,238	4.80%	\$ 972,724	\$ 10,073,208	0.055	\$ 551,589	\$ 1,524,313	\$ 34,221,739
32	2046	July 1, 2045 - June 30, 2046	\$ 900,000	\$ 20,480,010	4.85%	\$ 993,001	\$ 10,173,940	0.055	\$ 560,655	\$ 1,553,656	\$ 35,775,395
33	2047	July 1, 2046 - June 30, 2047	\$ 900,000	\$ 20,684,810	4.90%	\$ 1,013,481	\$ 10,275,680	0.055	\$ 569,811	\$ 1,583,292	\$ 37,358,687
34	2048	July 1, 2047 - June 30, 2048	\$ 900,000	\$ 20,891,658	4.95%	\$ 1,034,166	\$ 10,378,437	0.056	\$ 579,059	\$ 1,613,225	\$ 38,971,912
Total			\$ 23,236,301	\$ 589,793,964		\$ 24,372,426	\$ 292,980,210	0.051	\$ 14,629,347	\$ 38,971,912	
Annual Average Rent				\$ 17,346,881		\$ 736,440	\$ 8,617,065		\$ 441,912	\$ 1,178,352	
NPV - 3% Annual Rate			\$13,332,815			\$13,972,254			\$8,499,645	\$ 22,471,900	

* Guaranteed Minimum Rent will be payable as defined in Section 9.3

** Estimated Total Rent Payments reflect the higher of the guaranteed minimum annual rent or the estimated percent rent plus estimated fuel rent. The percent rent and fuel rent is only applicable if \$13.5M in gross sales or 6.7M in fuel sales is exceeded. If neither threshold is exceeded in a given fiscal year then only the guaranteed minimum rent is payable.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
HOOKSETT SERVICE AREA DEVELOPMENT PROJECT
BUREAU OF TURNPIKES RFP 2013-148**

3. EVALUATION AND SELECTION PROCESS

3.1 Selection Process and Schedule

Responses to this RFP will be evaluated by a Selection Committee, which is comprised of representatives from various State agencies selected by the NH Bureau of Turnpikes. The Selection Committee will review timely Proposals deemed to be conforming and responsive, and evaluate the written and graphic responses according to the evaluation criteria described below in Section 3.3. The Selection Committee may hold interviews and negotiations individually with Developer/Operators, and may also request a Best and Final Offer (BAFO), as it sees fit. It shall make a recommendation to the legislated Long Range Capital Planning and Utilization Committee and Governor and Executive Council for the award of the Ground Lease Contract.

3.2 Review Process for Conforming and Responsive Proposals

Proposals shall be considered conforming and responsive provided the Proposal is submitted within the allotted time period and contains all of the requested information as specified in the manner proscribed in Section 4 of this RFP.

In making its evaluation and selection, the Selection Committee will rely on information submitted by the Developer/Operators in their Proposal.

At any time during this solicitation, the Selection Committee through the NH Bureau of Turnpikes may contact one or more Developer/Operators for clarifications or additional information. The Selection Committee, at its sole discretion, reserves the right to negotiate with Developer/Operators prior to the submittals of a Best and Final Offer, if requested.

If requested to submit a BAFO, Developer/Operators should consider any issues or concerns raised by the Selection Committee during any negotiations. Proposers may make changes to their original offers when submitting a BAFO. The Selection Committee will then determine which Proposal, if any, best helps the NH Bureau of Turnpikes achieve its goals as described in this RFP. The Selection Committee in its sole discretion may resume negotiations and/or ask for revised BAFOs, before making its final decision.

3.3 Evaluation Criteria

Proposals submitted shall be evaluated on their ability to achieve the following goals:

3.3.1 Goal #1 - Obtain new, high quality facilities to replace the existing Rest Areas and liquor stores.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
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BUREAU OF TURNPIKES RFP 2013-148**

- Detail of financial strength to support design, construction, operation and maintenance of the Service Plazas, including all bond and insurance requirements
- Construction schedule and committed undertakings
- Approach to redeveloping the Service Areas with the least amount of disruption to the Liquor Stores
- Overall Service Area concepts, including appearance, concepts, vendors, site layout, sustainability, environmental footprint, and ability to utilize New Hampshire materials
- Understanding of required Liquor Store building size, layout, materials, and operational requirements
- Acceptance of proposed contract terms as delineated in the Ground Lease Contract

3.3.2 Goal #2 - Ensure that the facility design and operation will provide a positive customer experience for the commuter, recreational traveler, and liquor store patron.

- Quality, functionality, and appeal of proposed design concept and its reflection of New Hampshire's unique history, culture, and geography
- Adherence of the design concept to meet LEED silver equivalent minimum standards
- Innovation related to architectural, engineering or other aspects of the Service Areas
- Prior safety records of the Developer/Operator and its Team
- Construction record on similar size projects
- Operation and maintenance record on similar size projects
- Staffing plan that demonstrates ability of Developer/Operator to meet level of operations and maintenance required
- Variety of services, and proven stability and experience of the concepts and tenants providing services at similar types of location
- Proposed customer service feedback approach and marketing strategy
- Developer/Operator proposed strategy to deal with growth and demand for new products and services

3.3.3 Goal #3 - Provide a fair return to the NH Bureau of Turnpikes and provide for the transfer of the facilities in satisfactory condition at the end of the lease term.

- Structure and amount of payment to State through Lease and Concession Agreement for Service Area and fuel sales (revenue payment as defined by the Developer/Operator and revenue per gallon of fuel)
- Life cycle approach to the construction, operations, and maintenance of the Service Areas

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- Robustness of Asset Management Plan
- Experience in long-term facility management, including environmental and safety records
- Allocation of capital cost to site and buildings

3.4 Technical Requirements

The technical requirements for submission of Proposals are discussed in more detail in the following sections:

- **Appendix B: Required Details of the Proposal.** Requirements related to the Developer/Operators approach to design and construction, development concept, facility management, operations and maintenance, and project management.
- **Appendix C: Developer/Operator Company and Staffing Qualifications.** Developer/Operator corporate qualifications, team organization and key staff, construction Project Manager, site/operations Manager, and other key staff candidates' roles (To be completed only if any proposed changes to Developer/Operators team or key staff).
- **Appendix D: Revenue Proposal.** The Developer/Operators Revenue Proposal shall include capital and annual operation and maintenance costs, Rent, Fuel Rent (if applicable), financial assumptions, and proof of bonding capacity.
- **Appendix G: Forms.** Forms to be completed.

3.5 Scoring

The State will use a scoring scale of 100 points, which shall be applied to the Proposal as a whole.

The maximum points that will be awarded are shown in the following table:

CATEGORIES	POINTS
TECHNICAL PROPOSAL (Appendix B)	65
<i>Approach to Design and Construction</i>	
<i>Development Concept</i>	
<i>Facilities Management Plan</i>	
<i>Operation and Maintenance Plan</i>	
<i>Project Management Plan</i>	
<i>Overall ability to meet stated Goals and Criteria</i>	
REVENUE PROPOSAL POTENTIAL MAXIMUM POINTS (Appendix D)	35
<i>Rent</i>	
<i>Fuel Rent</i>	
TOTAL POTENTIAL MAXIMUM POINTS	100

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3.6 Rights of the State in Evaluating Proposals

The State reserves the right to:

- Consider any source of information in evaluating Proposals;
- Omit any planned evaluation step if, in the State's view, the step is not needed;
- At its sole discretion, reject any and all Proposals at any time; and,
- Open Ground Lease Contract discussions with the next successive highest scoring Developer/Operator, if the State is unable to reach an agreement on Ground Lease Contract terms with the highest scoring Developer/Operator.

3.7 Planned Evaluations

The State plans to use the following process at its discretion:

- Initial screening;
- Preliminary evaluation of the Proposals;
- Oral interviews and product demonstrations;
- Final evaluation of Proposals.

3.7.1 Initial Screening

The State will conduct an initial screening step to verify Developer/Operator compliance with submission requirements and to confirm that the Proposal satisfies the following:

- The Proposal is date and time stamped before the deadline.
- The Developer/Operator has sent the required number of copies.
- The original version of the proposal is marked "ORIGINAL" and the copies are marked "COPY".
- The original proposal includes a signed transmittal letter accepting all terms and conditions of the RFP without exception.
- The Proposal is complete and contains the required information as specified in Section 4 of the RFP: *Proposal Requirements and Deliverables*.

A Proposal that fails to satisfy either submission requirements or required information may be rejected without further consideration. The State may waive minor defects in Proposals as it sees fit.

3.7.2 Preliminary Evaluation of Proposals

The State will establish an evaluation team to evaluate Proposals and conduct oral interviews. Each qualifying proposal will be evaluated and a preliminary scoring developed in accordance with the provision of Section 3.5 of this RFP. The State intends to interview all Developer/Operators who submit qualifying Proposals following preliminary evaluation.

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3.7.3 Oral Interviews

The State intends to interview all Developer/Operators who submit qualifying Proposals following preliminary evaluation.

The purpose of oral interviews is to clarify and expound upon information provided in the written Proposals. Developer/Operators are prohibited from altering the basic substance of their Proposals during the oral interviews.

For each invited Developer/Operator, the oral interview will be scheduled according to the *Schedule of Events*, Section 1.5, herein. Specific oral interview criteria will be provided at the time oral interviews are announced. A structured agenda will be used for oral interviews to ensure standard coverage of each invited Developer/Operator. Information gained from oral interviews will be used to refine scores assigned from the initial review of the Proposals.

3.7.4 Final Evaluation

Following the oral presentations, the State will perform final evaluations as a culmination of the entire process of reviewing Developer/Operator Proposals and information gathering. The State may request a Best and Final Offer (BAFO) as it sees fit. The preliminary scoring will be updated (increased or decreased) based upon each Developer/Operator's oral presentation, BAFO (if requested), to determine a final scoring for the proposals.

The State will make a preliminary determination of award based upon the highest score out of possible 100 points. The State reserves the right to conduct site visits to a Developer/Operator location.

3.8 Scoring the Developer/Operators Revenue Proposal

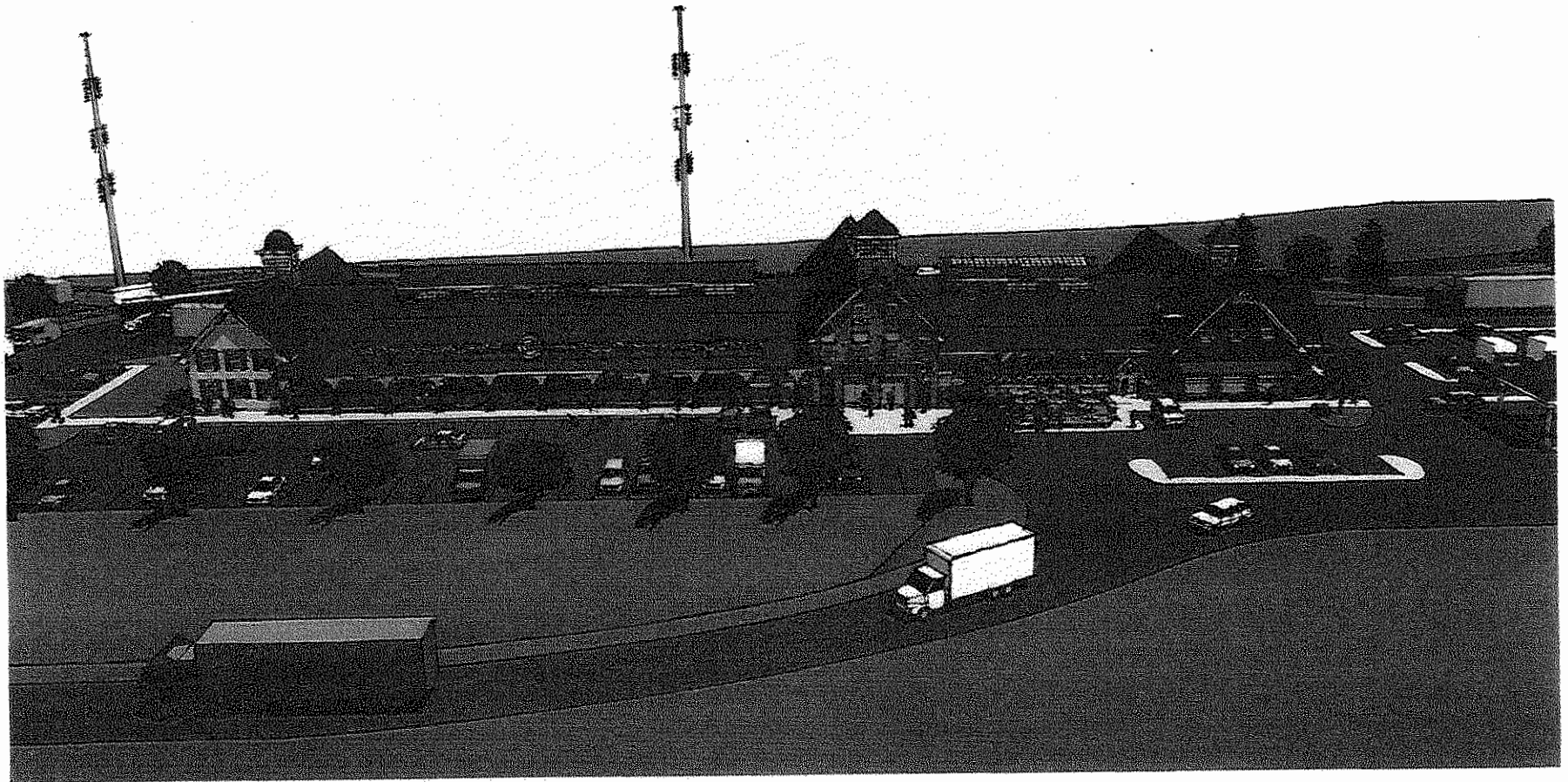
The Developer/Operator's revenue proposal will be allocated a maximum score of 35 points. The State will consider the combined total of Rent and Fuel Rent (if fueling proposed) based on the information provided in Appendix D – *Revenue Proposal* and Appendix G, Form 7 *Annual Rent Payments*, and Form 8, *Fuel Rent*. All revenue information required in this Proposal is intended to provide a sound basis for comparing costs.

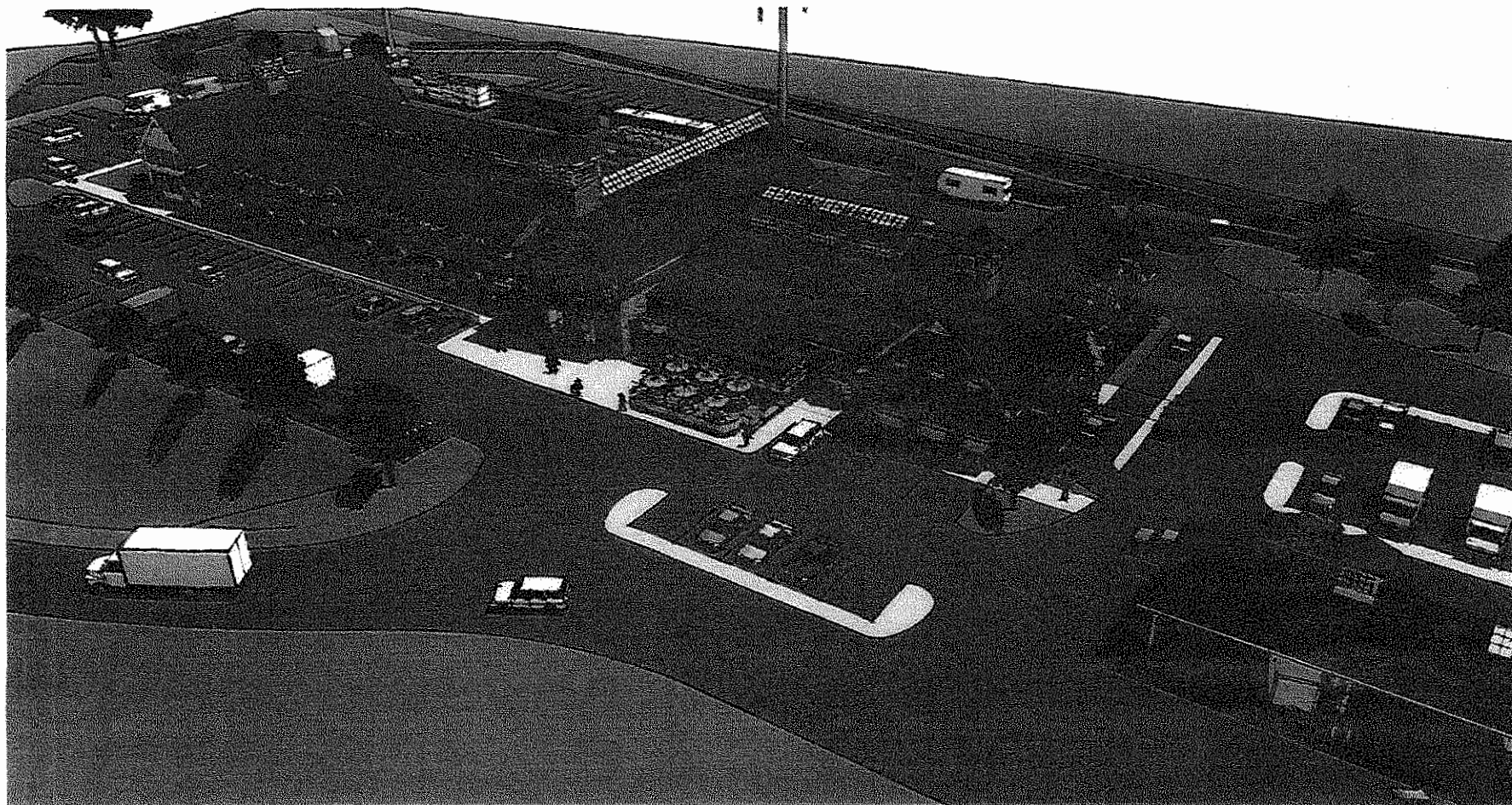
All rent payments (total of Annual Rent Payment and Fuel Rent) shall be converted to Net Present Value (NPV) to provide a fair comparison of Revenue Proposals. NPV calculations must be made based on a 3% annual interest rate. State will confirm calculations of NPV amounts provided on the forms in Appendix G – Form 7 Annual Rent Payments, and Form 8, Fuel Rent. In the event of a discrepancy in NPV calculations, the State will use the proposed values to conduct the NPV using a 3% annual interest rate. Electronic versions of Form 7 and 8 are provided for Developer/Operator use.

All estimated rent values, either from gross sales percentages or estimated fuel sales should take into consideration site feasibility and shall include enough supporting information to justify rent identified.

Hooksett I-93 Service Area Development Project

- Innovative 35-Year Ground Lease Contract
- [REDACTED] selected as the Developer/ Operator to design, build, finance, maintain, and operate the Service Areas sites with the exception of the \$8.4 million Liquor Stores, which will be financed, owned, and maintained by the NHLC.
- Construction of a single building on both the NB & SB sites to house both a 16,000 sf Welcome Center and 20,000 sf Liquor & Wine Outlet Store. The building will exhibit a New Hampshire "mill building architectural style" and will include a 1950's style diner, Italian farmhouse, old-time deli, coffee and breakfast shop, country style convenience store, Liquor Store, and an interactive and informative visitor center.
- Other amenities include 20 fuel stations for passenger vehicles, ample rest rooms, bank, vending space, drive-thru window, pet walk area, and generous landscaping.
- Parking will be provided for passenger vehicles, trucks, and buses. Approximately 310 parking spaces will be provided on the NB site and 240 parking spaces will be provided on the SB site.
- [REDACTED] will finance the total estimated project costs of \$32.0M with \$8.4M reimbursed back to them for the Liquor Stores.
- [REDACTED] estimates to expend nearly \$38M over the 35-year term in operation, maintenance, and refurbishment costs.
- [REDACTED] proposes a guaranteed minimum rent of \$23.2M over the 35-year term and a tiered percentage rent based on gross sales and gallons of fuel sold. NHDOT- Turnpikes may receive more than \$38.9M in rent payments over the 35-year term based on forecasted sales.
- [REDACTED] brings a solid NH team, experience, and approach.
- [REDACTED] proposed schedule (based on June 19, 2013 G&C approval) is as follows:
 - Architectural & Engineering Design & Permit Approvals: June 2013 – Jan 2014
 - NB Site Construction: October 2013 – April 2015
 - **NB Liquor Store Completion: November 2014**
 - **NB Service Area Completion: April 2015**
 - SB Site Construction: January 2014 – April 2015
 - **SB Liquor Store Completion: March 2015**
 - **SB Service Area Completion: April 2015**











State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

OFFICE OF THE COMMISSIONER

25 Capitol Street – Room 120

Concord, New Hampshire 03301

LRCF 13-015

LINDA M. HODGDON

Commissioner

(603) 271-3201

JOSEPH B. BOUCHARD

Assistant Commissioner

(603) 271-3204

March 6, 2013

The Honorable David Campbell, Chairman
Long Range Capital Planning and Utilization Committee
L.O.B. – Room 201
Concord, New Hampshire 03301

REQUESTED ACTION

Pursuant to RSA 4:40, the Department of Administrative Services (the "Department") requests approval of the attached 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.

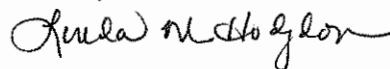
EXPLANATION

The subject driveway is a component area of the State parcel located at 12 Hills Avenue in Concord. The Driveway Use Agreement grants Bindery Redevelopment, LLC, its tenants, and invitees the nonexclusive right to use the driveway for vehicular access to and from a small parking area to be situated in the northeasterly corner of its abutting parcel at 43-45 South Main Street for a term of twenty (20) years commencing upon the approval of the Driveway Use Agreement by the Governor and Executive Council. At its meeting on July 12, 2012, the Council on Resources and Development (CORD) voted to recommend approval of the Driveway Use Agreement in concept as submitted.

Under the terms of the Driveway Use Agreement, Bindery Redevelopment, LLC is not charged for the use of the driveway. Instead, Bindery Redevelopment, LLC is fully responsible for: (1) grinding and repaving the driveway upon completion of the construction project presently underway at 43-45 South Main Street; (2) maintaining and resurfacing the driveway as needed throughout the term of the Driveway Use Agreement; (3) keeping the driveway clear of any waste or debris and in good repair throughout the term of the Driveway Use Agreement; and (4) prompt snow removal and application of sand and salt as needed throughout the term of the Driveway Use Agreement. The term of the Driveway Use Agreement shall commence upon its approval by the Governor and Executive Council and end on the same date in 2033.

Authorization is hereby requested: to enter into the attached twenty (20) year Driveway Use Agreement with Bindery Redevelopment, LLC to utilize the subject State-owned driveway subject to the conditions outlined above and in the Driveway Use Agreement.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Linda M. Hodgdon". The signature is fluid and cursive, with the first name "Linda" being more prominent.

Linda M. Hodgdon
Commissioner

Attachments

LIST OF EXHIBITS

1. Driveway Use Agreement
2. Location Map
3. Aerial View
4. CORD Final Action Memo

DRIVEWAY USE AGREEMENT
12 Hills Avenue, Concord, New Hampshire
(City of Concord Tax Map 34, Block 4, Lot 3)

This Driveway Use Agreement (this "Agreement") is made this 7th day of MARCH 2013 by and between the **State of New Hampshire** (together with its successors in interest in the Premises and the State Lot, the "State"), by and through its Department of Administrative Services, with an address of 25 Capitol Street, Concord, New Hampshire 03301, and **Bindery Redevelopment, LLC**, a New Hampshire limited liability company (together with its successors in interest in the Project Site, the "User"), with an address of 2 Pillsbury Street, Suite 500, Concord, New Hampshire 03301.

- A. The State owns a parcel of land located at 12 Hills Avenue in Concord, New Hampshire and identified by the City of Concord as Tax Map 34, Block 4, Lot 3 (the "State Lot"), part of which is a narrow strip of land extending southwestward to South Main Street (the "Driveway") used for rear vehicular access to the State Lot (the area depicted as the "Driveway Area" on Exhibit A attached hereto is hereinafter referred to as the "Premises"); and
- B. The User is acquiring and redeveloping the adjacent parcels of land located at 43 and 45 South Main Street (Tax Map 34, Block 4, Lots 6 and 5, respectively) (the "Project Site"); and
- C. The User desires to use the Premises initially for temporary construction access to the rear of the Project Site and later for public vehicular access to a proposed parking area to be situated on the northerly portion of the Project Site abutting the Premises; and
- D. The User is willing to assume at its sole expense full responsibility to grind and repave the Driveway upon completion of construction on the Project Site, and to fully maintain in a proper and safe condition the Premises (including, without limitation, promptly removing snow from, sanding, and resurfacing the Driveway as needed) throughout the term of this Agreement and pursuant to the terms set forth herein.

In consideration of the promises and covenants set forth herein, the parties agree as follows:

- 1. The State hereby grants to the User, its employees, agents, managers, principals, and contractors the nonexclusive right to use the Premises for temporary pedestrian and vehicular access to and from the Project Site for construction purposes until the earlier of: (a) the completion of construction on the Project Site, or (b) August 31, 2013. The State further hereby grants to the User, its employees, agents, managers, principals, tenants, and invitees the nonexclusive right to use the Premises for public vehicular access to and from the proposed parking area to be situated on the northerly portion of the Project Site abutting the Premises for a term of twenty (20) years commencing with the effective date of this Agreement (collectively, as applicable, the "Term"). During the Term the User may use the Premises as provided herein on an unlimited basis.

2. The User shall be fully responsible for grinding and repaving at its sole expense the Driveway upon the earlier of: (a) the completion of construction on the Project Site, or (b) August 31, 2013. The User shall be fully responsible for maintaining, cleaning, and repairing the Premises at its sole expense throughout the Term. Required maintenance shall minimally include, but not be limited to, prompt removal of snow and application of sand and salt as needed to ensure adequate vehicle tire traction in snowy or icy conditions, resurfacing the Driveway as needed, and other maintenance to keep the Premises in a good, safe, proper, and suitable condition for use by all interested parties as a publicly accessible driveway. The User shall keep the Premises clean by ensuring that any waste or debris is removed and properly disposed of. The User shall immediately repair any damage to the Premises that results from the exercise of the rights granted hereunder.

3. Snow removal shall be conducted within one (1) hour after accumulation of snow greater than two (2) inches. Application of sand and salt shall be as needed to maintain bare pavement. All snow must be removed from the site; no storage of snow on site shall be permitted. All disposal of snow shall be done in accordance with all local, state, and federal laws, ordinances, and regulations as are applicable to private (non-governmental) parties. The User, or its contractor (as the case may be), shall perform routine maintenance and repair on all equipment required to plow and remove snow from the Premises. All labor, tools, transportation, disposal costs, materials, equipment, and permits required to perform snow plowing and removal services shall be the responsibility of the User. Prior to the first snowfall of each winter season the User, or its contractor (as the case may be), shall identify and clearly mark areas such as, but not limited to, curbing, shrubs, manholes, fencing, guardrails, electrical junction boxes, or any other areas that are susceptible to damage by a snow plow when concealed by snowfall. After the end of each winter season the User, or its contractor (as the case may be), shall remove all stakes and any other materials used to mark obstacles or hazards, repair any damaged lawn, and remove all sand deposits remaining within the Premises.

4. The exercise of the rights granted hereunder shall not interfere with the free and unobstructed use of the Driveway by the State and by the current and future owners and occupants of City of Concord Tax Map 34, Block 4, Lot 8 located at 39 South Main Street (e.g. Constantly Pizza), or their employees, agents, or invitees. Accordingly, the User acknowledges and agrees that the rights granted under this Agreement are subject to the right of access over the Premises benefitting said lot at 39 South Main Street as reserved by Deed of William H. and Robert D. Sweeney dated February 1, 1950, recorded in the Merrimack County Registry of Deeds at Book 676, Page 136.

5. The rights granted under this Agreement shall be revocable by the State at any time upon the breach of any term or condition contained herein. This Agreement shall automatically terminate upon the expiration of the Term without further action by any party. The State and the User hereby agree that any transfer of ownership of the Premises prior to the termination of this Agreement shall be made subject to the rights granted to the User hereunder, and that any transfer of ownership of the Project Site prior to the termination of this Agreement shall be made subject to the transferee's express acknowledgment and assumption of the corresponding covenants of maintenance, cleaning, repair, and snow removal made to the State hereunder. In recognition of the parties' intention that the rights and obligations created hereunder shall

survive any transfer of ownership of the Premises and/or the Project Site occurring prior to the termination of this Agreement, and that the successors-in-interest of each party shall benefit from and be bound by the corresponding rights and obligations created hereunder, the State and the User further agree that a Notice of Agreement in the form attached hereto as Exhibit B shall be recorded in the Merrimack County Registry of Deeds

6. Any notice to be provided hereunder or in connection herewith shall be sent via first class mail or hand delivery to the designated contact person for each party at the corresponding address indicated below:

State:

Michael Connor, Director (or his designee or successor)
State of New Hampshire
Department of Administrative Services
Division of Plant & Property Management
25 Capitol Street, Room 102
Concord, NH 03301

User:

Stephen M. Duprey, Manager
Bindery Redevelopment, LLC
2 Pillsbury Street, Suite 500
Concord, NH 03301

7. The User's use and maintenance of the Premises shall be: (a) without cost, expense, or liability to the State; and (b) subject to such rules, regulations, and policies as the State may prescribe from time to time.

8. The User has inspected and is familiar with the condition of the Premises. It is understood by User that the Premises are made available for use in an "as is, where is" condition without any representations by the State as to their fitness for the User's intended use hereunder. The State shall have no obligation hereunder to make any alterations, repairs, or improvements to the Premises.

9. The User hereby agrees to defend, indemnify, save, and hold harmless the State of New Hampshire, its agencies, officers, employees, and agents from and against any and all losses suffered by the State of New Hampshire, its agencies, officers, employees, or agents and any and all claims, liabilities, or penalties asserted against the State of New Hampshire, its agencies, officers, employees, or agents on account of, based on, resulting from, or arising out of (or which may be claimed to arise out of) or in connection with the acts or omissions of the User or its manager, principal, employee, agent, tenant, or contractor in connection herewith. Nothing contained in this Agreement shall be construed as a waiver of the sovereign immunity of the State of New Hampshire, which immunity is hereby expressly reserved. The foregoing covenants shall survive the termination and any other lapse of effectiveness of this Agreement.

10. Except as set forth in this Agreement, the User shall not alter or improve the Premises or make any additions or accessions thereto without the prior written consent of the State, which consent shall not be unreasonably withheld or delayed.

11. The User shall at all times promptly observe and comply at its sole expense with the provisions of all applicable federal, state, and local laws, rules, regulations, and standards, and in particular those provisions concerning the protection and enhancement of environmental quality, pollution control and abatement, safe drinking water, and solid and hazardous waste.

12. The User shall be solely responsible for damage to property or injuries to persons which may arise from or be attributable or incident to the exercise of the privileges granted under this Agreement (including damage or injuries attributable to the condition or state of repair of the Premises and its use by the User), for damage to the property of the User, and for damage to the property or injuries to the person of the User's invitees, managers, principals, employees, agents, contractors, tenants, or others who may have entered the Premises at their invitation or at the invitation of any one of them. The User agrees to assume all risk of loss of or damage to the Premises and any other property and all risk of injury or death to any person by reason of the exercise of the privileges granted herein. The User waives any and all claims against the State for any such loss, damage, personal injury, or death caused by or occurring by reason of or incident to the User's use of the Premises or as a consequence of the conduct of activities or the performance of responsibilities under this Agreement.

13. The User shall provide to the State a certificate of insurance naming the State of New Hampshire as an additional insured and evidencing: (1) comprehensive general liability coverage against all claims of bodily injury, death, or property damage in amounts not less than \$250,000 per claim and \$2,000,000 per incident, or \$1,000,000 per occurrence and \$1,000,000 umbrella coverage; and (2) workers' compensation insurance and employers' liability insurance as required by law. The User shall, at its sole expense, obtain and maintain in force such insurance throughout the Term, and shall require any contractor that will enter the Premises to obtain and maintain in force such insurance, all of which insurance shall be for the benefit of the State. The policies described in this paragraph shall be on the standard forms employed in the State of New Hampshire and shall be issued by underwriters acceptable to the State and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than ten (10) days after written notice thereof has been received by the State. The State reserves the right to require increases in the insurance coverage amounts required hereunder within thirty (30) days of providing advance written notice to the User, such increases to be consistent with State's prevailing applicable standards at the time of renewal.

14. Except as otherwise provided herein, the rights granted under this Agreement shall be nontransferable, nonassignable, and nonexclusive. In the event that the User licenses any rights granted hereunder to one or more tenants of the facility to be constructed on the Project Site, the User affirms and agrees that it shall remain primarily and directly liable to the State for the exercise by such tenants of the rights granted hereunder as provided herein.

15. This Agreement is to be construed according to the laws of the State of New Hampshire.

16. This Agreement embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings between the parties hereto relating to the rights granted hereunder.

17. This Agreement may only be amended or renewed by an instrument in writing signed by the parties hereto, and only after approval of such amendment by the Governor and Executive Council of the State of New Hampshire.

18. Except as specifically provided in this Agreement, the parties hereto do not intend to benefit any third parties hereby, and this Agreement shall not be construed to confer any such benefit.

19. **EFFECTIVE DATE OF AGREEMENT:** This Agreement shall only become effective upon approval by the Governor and Executive Council of the State of New Hampshire.

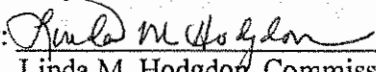
IN WITNESS WHEREOF, the parties hereto have set their hands as of the date first above written.

STATE:

STATE OF NEW HAMPSHIRE

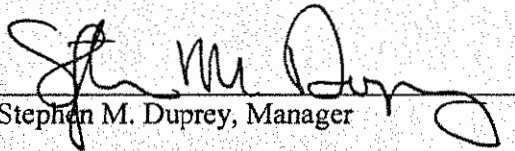
By and through its

DEPARTMENT OF ADMINISTRATIVE SERVICES

By: 
Linda M. Hodgdon, Commissioner

USER:

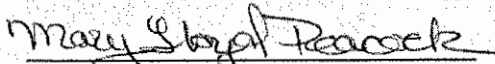
BINDERY REDEVELOPMENT, LLC

By: 
Stephen M. Duprey, Manager

STATE OF NEW HAMPSHIRE

COUNTY OF MERRIMACK

On this 6th day of February 2013, before me, the undersigned officer, personally appeared **Stephen M. Duprey**, who acknowledged himself to be the Manager of **Bindery Redevelopment, LLC**, and being so authorized, executed the foregoing instrument for the purposes therein contained.


Notary Public/~~Justice of the Peace~~

My Commission Expires:

MARY LLOYD PEACOCK, Notary Public
My Commission Expires January 13, 2015

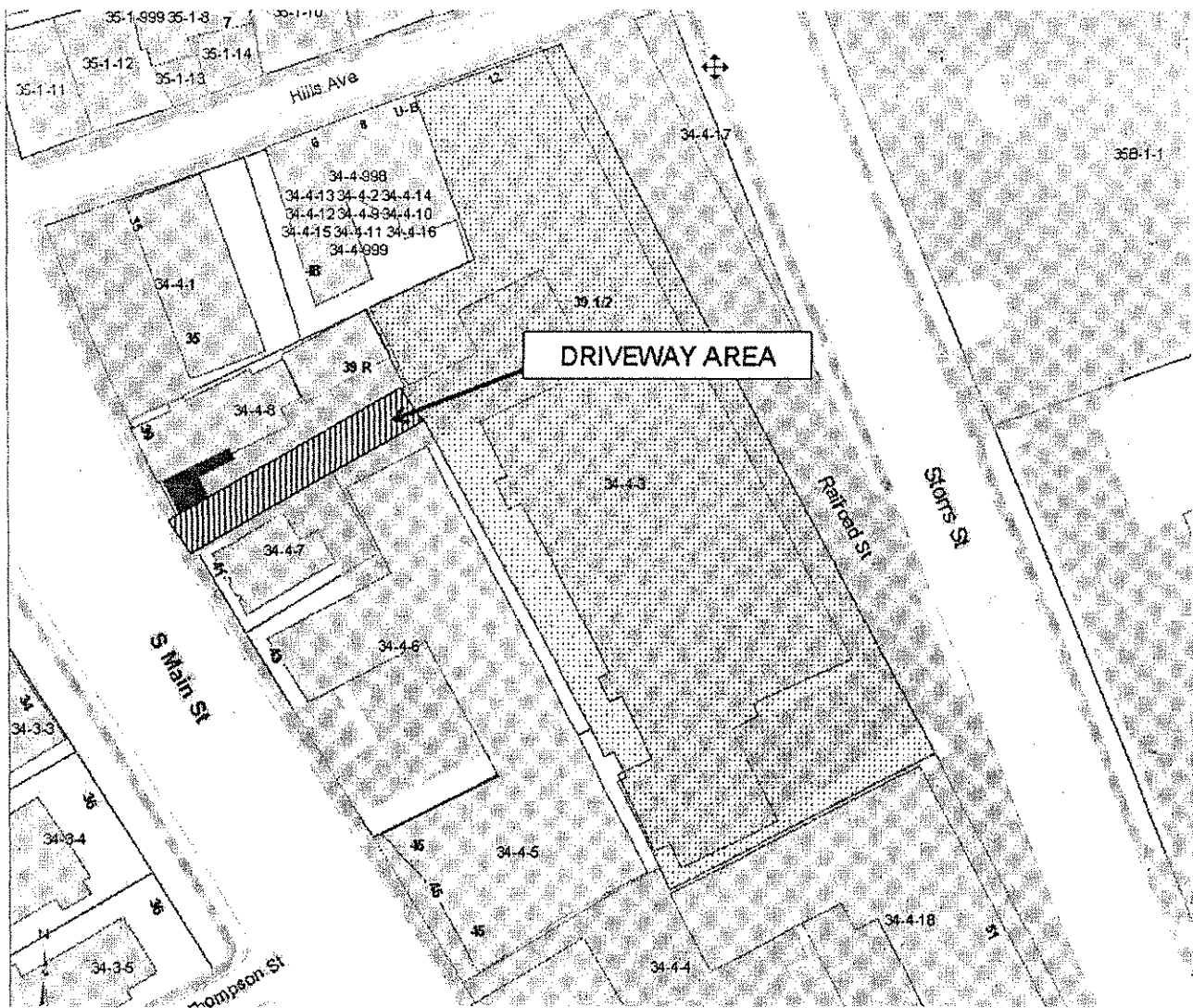
Approved by the Department of Justice as to form, substance and execution:

Date: _____ Attorney: _____

Approved by the Governor and Executive Council:

Date: _____ Agenda Item Number: _____

Exhibit A



Driveway Area
South Main Street Access to 12 Hills Avenue, Concord
(Part of Concord Tax Map 34, Block 4, Lot 3)

Exhibit B

Return to:

Jared Nylund
NH Department of Administrative Services
25 Capitol Street, Room 212
Concord, NH 03301

NOTICE OF DRIVEWAY USE AGREEMENT

Parties: State of New Hampshire ("State")
NH Department of Administrative Services
Office of the Commissioner
25 Capitol Street
Concord, NH 03301

Bindery Redevelopment, LLC ("User")
2 Pillsbury Street, Suite 500
Concord, NH 03301

Date of Execution: _____, 2013

Premises: A portion of the parcel of land located at 12 Hills Avenue, Concord, New Hampshire, known as City of Concord Tax Map 34, Block 4, Lot 3, consisting of a narrow strip of land extending southwestward to South Main Street from the fence gate separating said strip from the main parcel area; said premises includes the paved driveway situated on said strip of land.

Term: Twenty (20) years commencing with the Date of Commencement below

Date of Commencement: _____, 2013 (the "Effective Date")

Rights of Extension: None

Rights of Renewal: None

IN WITNESS WHEREOF, the parties hereto have set their hands as of the date first above written.

STATE:

STATE OF NEW HAMPSHIRE

By and through its

DEPARTMENT OF ADMINSTRATIVE SERVICES

By: _____

Linda M. Hodgdon, Commissioner

STATE OF NEW HAMPSHIRE

COUNTY OF _____

On this _____ day of _____ 2013, before me, the undersigned officer, personally appeared **Linda M. Hodgdon**, who acknowledged herself to be the Commissioner of the **New Hampshire Department of Administrative Services**, and being so authorized, executed the foregoing instrument for the purposes therein contained.

Notary Public/Justice of the Peace

My Commission Expires:

USER:

BINDERY REDEVELOPMENT, LLC

By: _____

Stephen M. Duprey, Manager

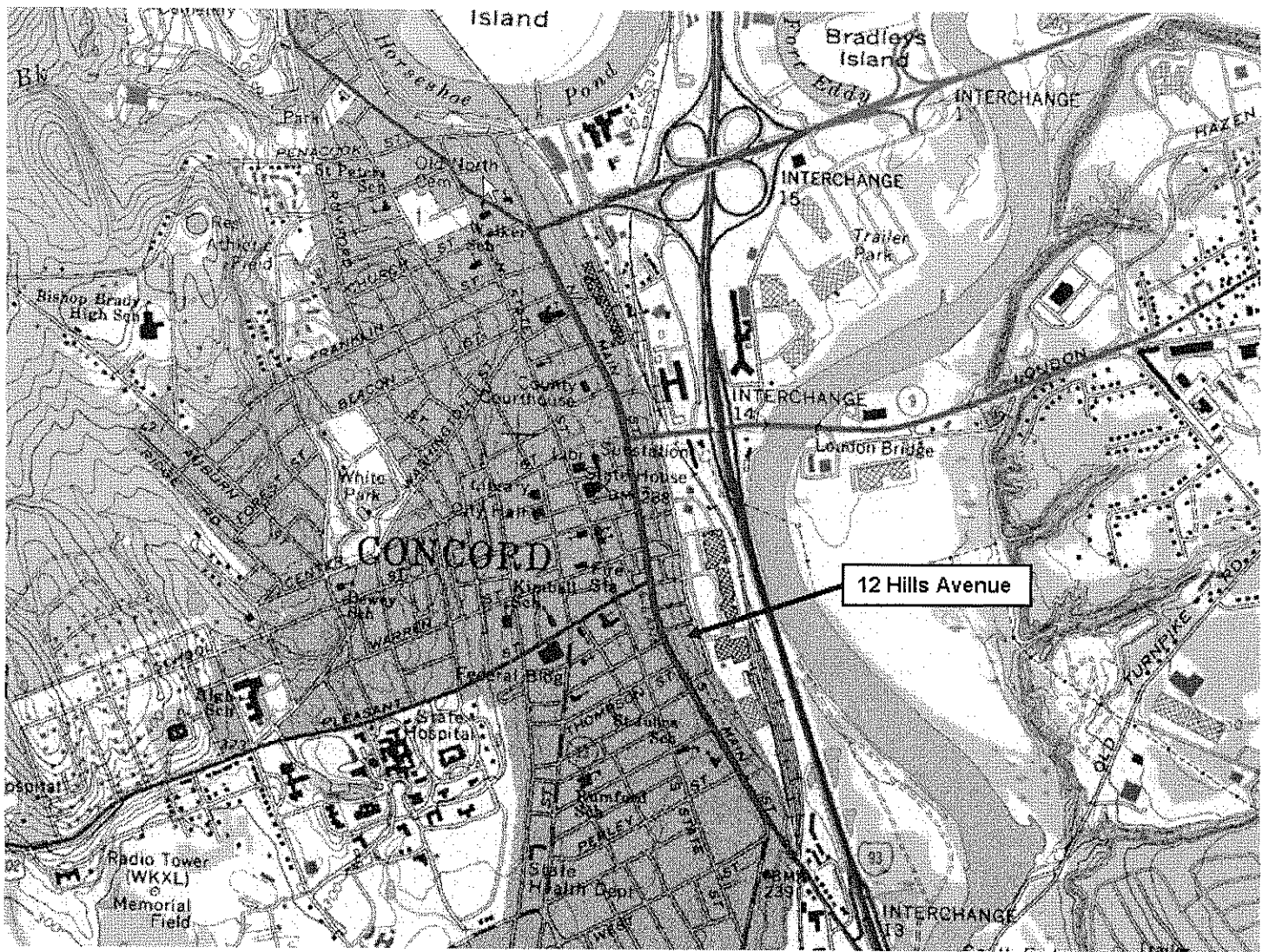
STATE OF NEW HAMPSHIRE

COUNTY OF _____

On this _____ day of _____ 2013, before me, the undersigned officer, personally appeared **Stephen M. Duprey**, who acknowledged himself to be the Manager of **Bindery Redevelopment, LLC**, and being so authorized, executed the foregoing instrument for the purposes therein contained.

Notary Public/Justice of the Peace

My Commission Expires:



12 Hills Avenue, Concord, NH

Concord USGS Quad



12 Hills Avenue, Concord, NH (with "A" marker on roof)

Aerial View

New Hampshire Council on Resources and Development

NH Office of Energy and Planning
107 Pleasant Street, Johnson Hall
Concord, NH 03301
Phone: 603-271-2155
Fax: 603-271-2615



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

MEMORANDUM

TO: Commissioner Linda M. Hodgdon
Department of Administrative Services

FROM: Susan Slack, Assistant Planner *Susan Slack*
Office of Energy and Planning

DATE: August 7, 2012

SUBJECT: Surplus Land Review, SLR 12-014-Concord

Effective August 6, 2012, the Council on Resources and Development (CORD) took action on the following issue brought by the Department of Administrative Services:

Request to grant a 20-year driveway license to Bindery Redevelopment, LLC to use the South Main Street access driveway portion of the State-owned parcel at 12 Hills Avenue in Concord.

CORD members voted to **RECOMMEND APPROVAL** of SLR 12-014 as submitted, subject to no adverse comments being received during the remainder of the comment period ending August 5, 2012. No adverse comments were received.

cc: Michael P. Connor, Director, Division of Plant & Property Management
Jared Nylund, Real Property Asset Manager
Joanne Cassulo, Interim Director, NH Office of Energy and Planning
Representative John Graham, Chair, Long Range Capital Planning and Utilization Committee



LINDA M. HODGDON
Commissioner
(603) 271-3201

State of New Hampshire

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

LRCP 13-016

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

March 13, 2013

The Honorable David Campbell, Chairman
Long Range Capital Planning and Utilization Committee
L.O.B. – Room 201
Concord, New Hampshire 03301

REQUESTED ACTION

Pursuant to RSA 4:40, the Department of Administrative Services requests approval to enter into a listing agreement with Gallo Realty Group NH, LLC, allowing negotiations within the Committee's current policy guidelines, for a term of up to one year to sell the property located at 85 Pleasant Street (including a three-story wood frame house of approximately 3,330 square feet and approximately 0.34 acres of land) in the City of Concord for \$89,900 plus an administrative fee of \$1,100.

EXPLANATION

The subject property (the "Property") is comprised of a parcel of land approximately 0.34 acres in size, a 3-story wood frame residential building originally constructed circa 1913 with approximately 3,330 square feet of above grade space and a full unfinished basement. The Property has no direct frontage along Pleasant Street but includes a right-of-way access ("common driveway") easement over the driveway running the entire length of the abutting parcel at 81 Pleasant Street, along its western edge. The Property is located at 85 Pleasant Street in Concord, New Hampshire (Tax Map 37, Block 6, Lot 19) and abuts the Governor Hugh J. Gallen State Office Park. The building has been vacant for several years and mothballed for over one year. It was most recently used as a residence for patients of Riverbend Community Mental Health. The house on the Property has sufficient historical significance that the Department has agreed with the New Hampshire Division of Historical Resources to initially market the Property subject to a historical preservation easement restricting renovations to the building exterior for a period of seven (7) years.

As of October 1, 2011, Beacon Real Estate Advisors, LLC, an independent firm providing real estate appraisal services, appraised the market value of the Property at \$75,000.

On January 29, 2013, the Department issued a Request for Proposal to Provide Real Estate Services ("RFP"). The RFP was posted on the Department's Current Bidding Opportunities web site and was advertised in the Manchester Union Leader January 30-31 and February 1, 2013 and by a direct email solicitation sent to thirty-six (36) real estate brokers

licensed by the New Hampshire Real Estate Commission. In response to the RFP the Department received conforming proposals from three (3) brokers. These proposals included opinions of value ranging from \$83,900 to \$155,900 and identical proposed effective commission rates (calculated based on the appraised value) of 5.00%.

All three (3) proposals were reviewed and scored by an Evaluation Committee comprised of three (3) Department employees in accordance with the procedure set forth in the RFP. This procedure includes a two-tier review beginning with a scored evaluation by each Committee member of each broker's qualifications, experience, and proposed marketing strategy, and the quality of the broker's market analysis—all as set forth in the proposal. Each broker must score an average total of 70% of the available evaluation criteria points allocated in the RFP to this first tier review in order to qualify for the second tier review, which focuses entirely on proposed commissions and fees. Two (2) out of the three (3) proposals qualified for the second tier review. Points scored during the second tier review are then added to the first tier score in order to determine the total score. Brokers are ranked by total score, with the highest score receiving the top rank. Scores and rankings for both proposals that qualified for second tier review are summarized on the attached spreadsheet.

The top ranked proposal was submitted by Gallo Realty Group NH, LLC ("Gallo"). Gallo's proposal opines that the Property will sell "as-is" for \$100,000. After further discussions with Gallo, following Gallo's review of the Beacon Real Estate Advisors appraisal report, Gallo recommends that the Department seek approval to sell the Property for \$89,900. The Department understands that the discrepancy between the foregoing prices and the appraised value primarily reflects a difference of opinion between the appraiser and Gallo as to the estimated cost of renovations needed to rehabilitate the house and to reconfigure the interior into a single-family dwelling. Gallo has proposed a fixed commission rate of 5% of the sale price.

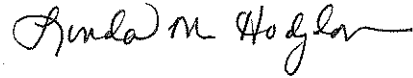
As part of this submission, the Department is also requesting authorization to negotiate with prospective buyers for the Property within a ten percent (10%) range below the sale price approved by the Long Range Capital Planning and Utilization Committee. If the Committee approves this condition, the Department would be authorized to enter into a purchase and sale agreement that is subject to Governor and Executive Council approval within (10%) of the approved price. We feel this type of latitude is necessary to provide quick response to prospective buyers and efficiently market the Property.

The listing agreement will specify that the Department is required to offer the Property to the City of Concord at the sale price approved by the Long Range Capital Planning and Utilization Committee as part of the statutory disposal process, and that the real estate broker will not receive any commission for a sale to the City of Concord or if any other State agency expresses interest in acquiring the Property.

Authorization is hereby requested: to enter into an exclusive listing agreement with a maximum term of one (1) year that will be subject to final approval by the Governor and Executive Council for the sale of the Property at or above the proposed sale price and subject to the conditions outlined above; to pay from the proceeds of such sale a

commission fee to the selected broker at the rate of five percent (5%) of the sale price; and to retain for the Department together with the proceeds of such sale an administrative fee of \$1,100, or such larger amount as the Committee may deem appropriate, in accordance with RSA 4:40, III-a.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Linda M. Hodgdon", with a stylized flourish at the end.

Linda M. Hodgdon
Commissioner

Attachments

LIST OF EXHIBITS

1. Summary list of broker proposals
2. Broker Proposal Evaluation Score Sheet
3. Location map
4. Tax map detail
5. Aerial view
6. Boundary Survey Plat
7. Appraisal Report dated as of October 1, 2011 prepared by Beacon Real Estate Advisors, LLC
8. Proposal submitted by the selected broker
9. Council on Resources and Development (CORD) approval letter

**BROKER PROPOSAL EVALUATION SUMMARY
79 AND 85 PLEASANT STREET, CONCORD, NEW HAMPSHIRE**

	Price Opinion 79 Pleasant	Price Opinion 85 Pleasant	Proposed Commission 79 Pleasant	Proposed Commission 85 Pleasant	Effective Commission Rate at Appraised Value	Technical Evaluation Average Total Score*	Total Commission Score**	Total Score***
Gallo Realty	\$85,000	\$100,000	5.00%	5.00%	5.00%	75.00	25.00	100.00
Sandy Johnson/ACME	\$162,000 - \$243,000	\$83,900 - \$155,900	5.50%	5.00%	5.29%	71.00	17.86	88.86

* Total possible points = 100

** Points awarded on a sliding scale, where a 2% or lower effective rate at the appraised value receives the maximum 100 points and a 6% effective rate at the appraised value receives 0 points

*** Total possible points = 200

NOTE: The above price opinions are primarily the result of comparable sales analyses performed by the broker which can vary in reasonableness and accuracy. Some price opinions are based on assumptions about the amount of money that the State is willing to invest in each property prior to listing and/or about the willingness of the local zoning board to grant a use variance.

**REQUEST FOR PROPOSAL TO PROVIDE REAL ESTATE BROKERAGE SERVICES
NEW HAMPSHIRE DEPARTMENT OF ADMINISTRATIVE SERVICES
(RFP FMA 2013-07)**

Proposal Evaluation Score Sheet

REVIEWER NAME: _____

BROKER NAME: _____

CRITERIA

A. TECHNICAL (NON-COMMISSION)

1. Form and Content of Response **PASS/FAIL**
 - Does the proposal meet the submission requirements of the RFP as summarized in Part VI?

2. Client List/References **Points Awarded: _____ / 20 POINTS**
 - How similar are the services performed for each client to those sought by the RFP? (____ / 6 points)
 - How similar are the Properties to the clients' properties in terms of size, type, character, and location? (____ / 8 points)
 - How favorable are the references? (____ / 6 points)

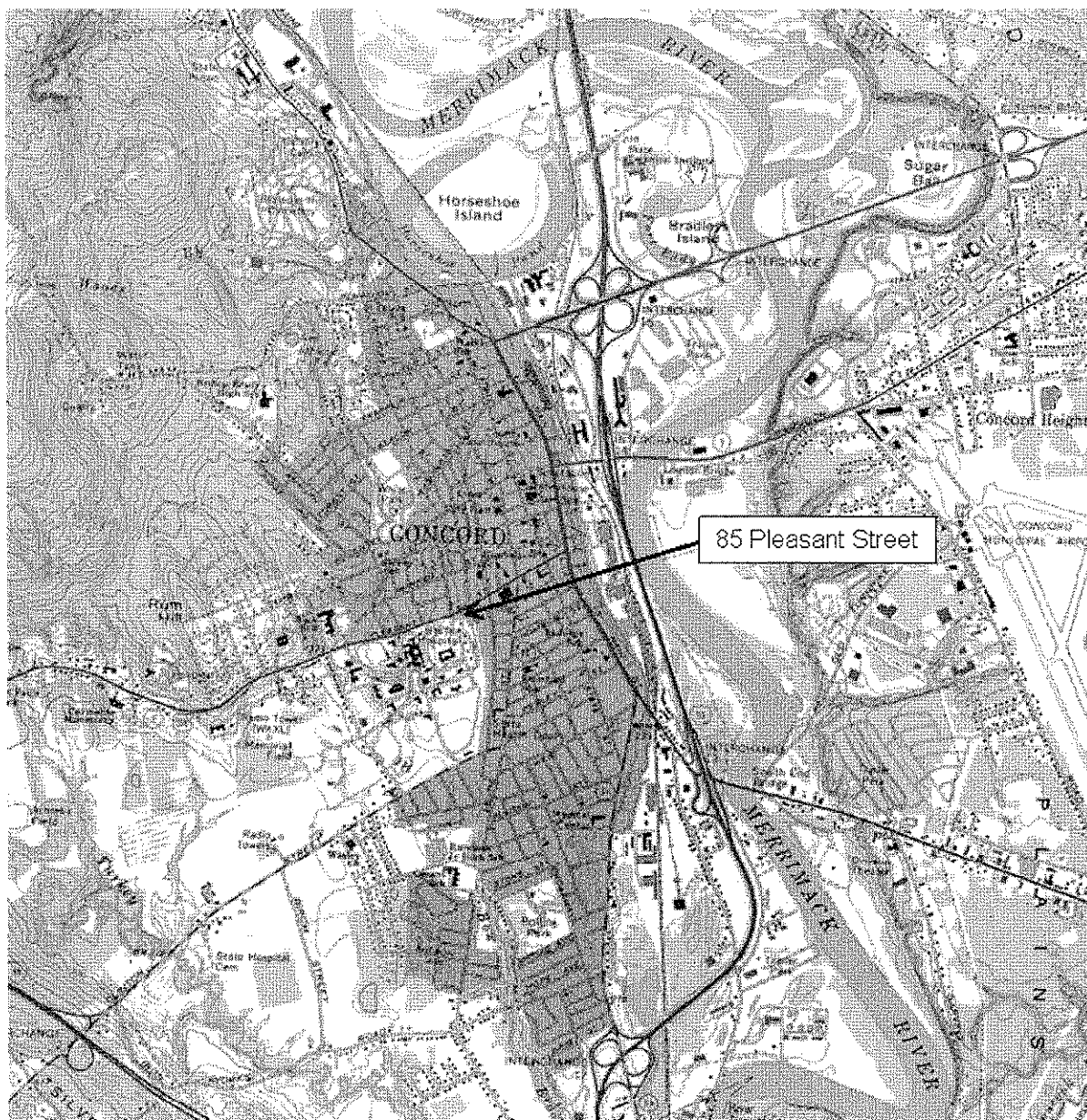
3. Experience and Capacity **Points Awarded: _____ / 40 POINTS**
 - How well has the Respondent demonstrated past success in marketing properties similar in size, type, character, and location to the Properties? (____ / 8 points)
 - How well has the Respondent demonstrated past success in marketing properties subject to historic preservation restrictions or easements? (____ / 16 points)
 - How well has the Respondent demonstrated sufficient experience and expertise with redevelopment consulting and/or the successful marketing of special use properties for repurposing to developers and/or investors? (____ / 8 points)
 - How well has the Respondent demonstrated that it has adequate staffing and resources available to adequately market the Properties and that the specific staff members likely to work with the Properties are adequately qualified to do so? (____ / 8 points)

4. Proposed Strategy **Points Awarded: _____ / 20 POINTS**
 - How dynamic, customized, and appropriate for the Properties is the Respondent's proposed marketing strategy? (____ / 9 points)
 - Has the Respondent included a list of suitable media outlets that it proposes to use? (____ / 3 points)
 - How well has the Respondent demonstrated an understanding of the particular challenges that the Properties may present to a prospective buyer and how certain unique characteristics of the Properties may enhance their value? (____ / 8 points)

5. Market Analysis **Points Awarded: _____ / 20 POINTS**

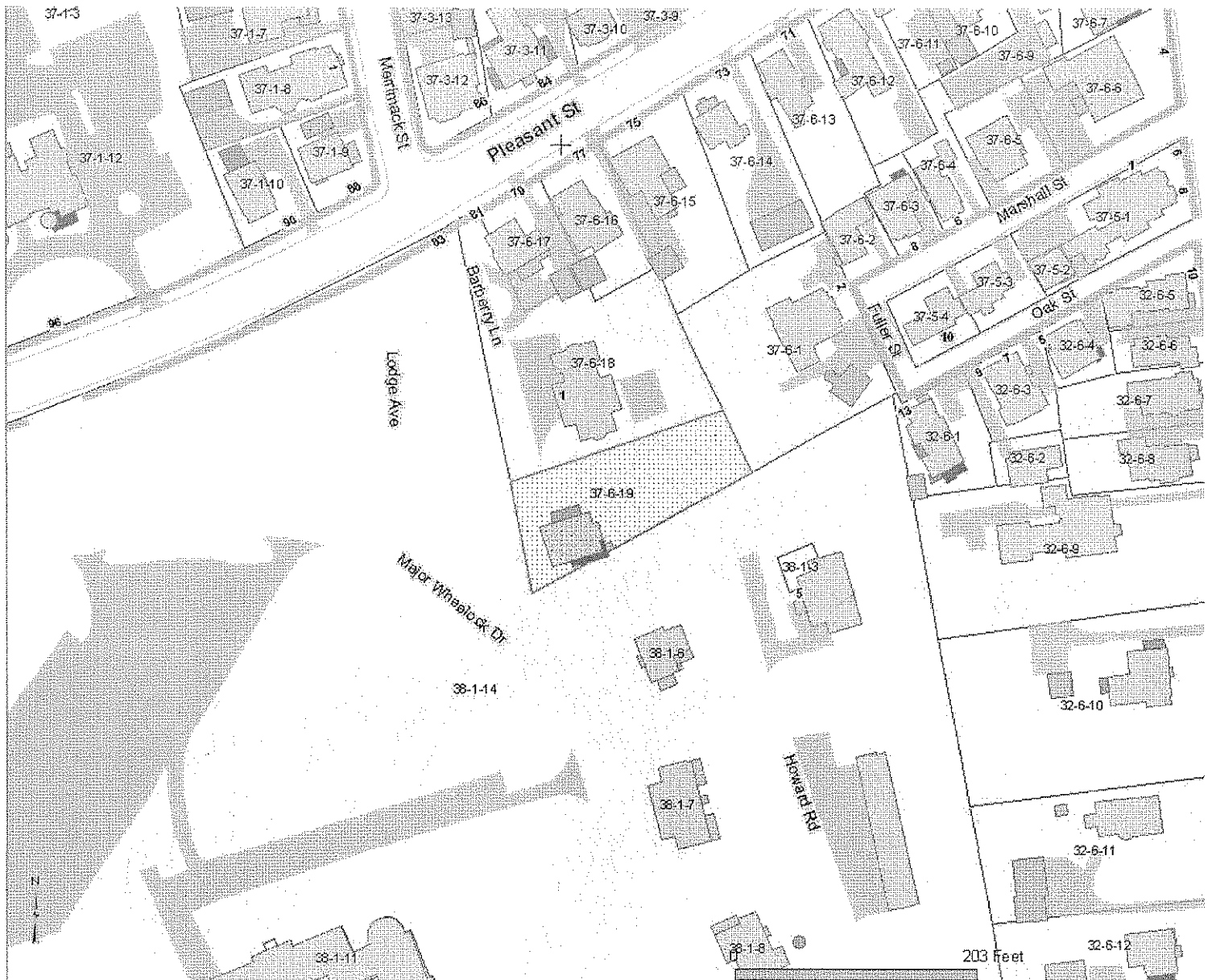
- Has the Respondent included apt and convincing comparable sales analyses? Did the Respondent use any other appropriate methodologies (e.g. income or cost approach) to derive or support proposed asking prices for the Properties? How well did the Respondent explain, justify, and apply the methodologies employed? (____ / 5 points)
- Has the Respondent proposed asking prices (or attainable sale price opinions) that are based on reasonable estimates of the market value of each Property? Were all of the relevant valuation factors and assumptions identified, applied, and reasonably well justified? (____ / 10 points)
- Has the Respondent included a reasonably thorough highest and best use analysis of each Property that reaches a convincing conclusion? Were all of the valuation methodologies, comparable transactions, valuation factors, and assumptions employed consistent with the Respondent's highest and best use conclusion? (____ / 5 points)

B. COMMISSION/FEEES **Points Awarded: _____ / 100 POINTS**



Huntress House
85 Pleasant Street, Concord, NH

Concord USGS Quad



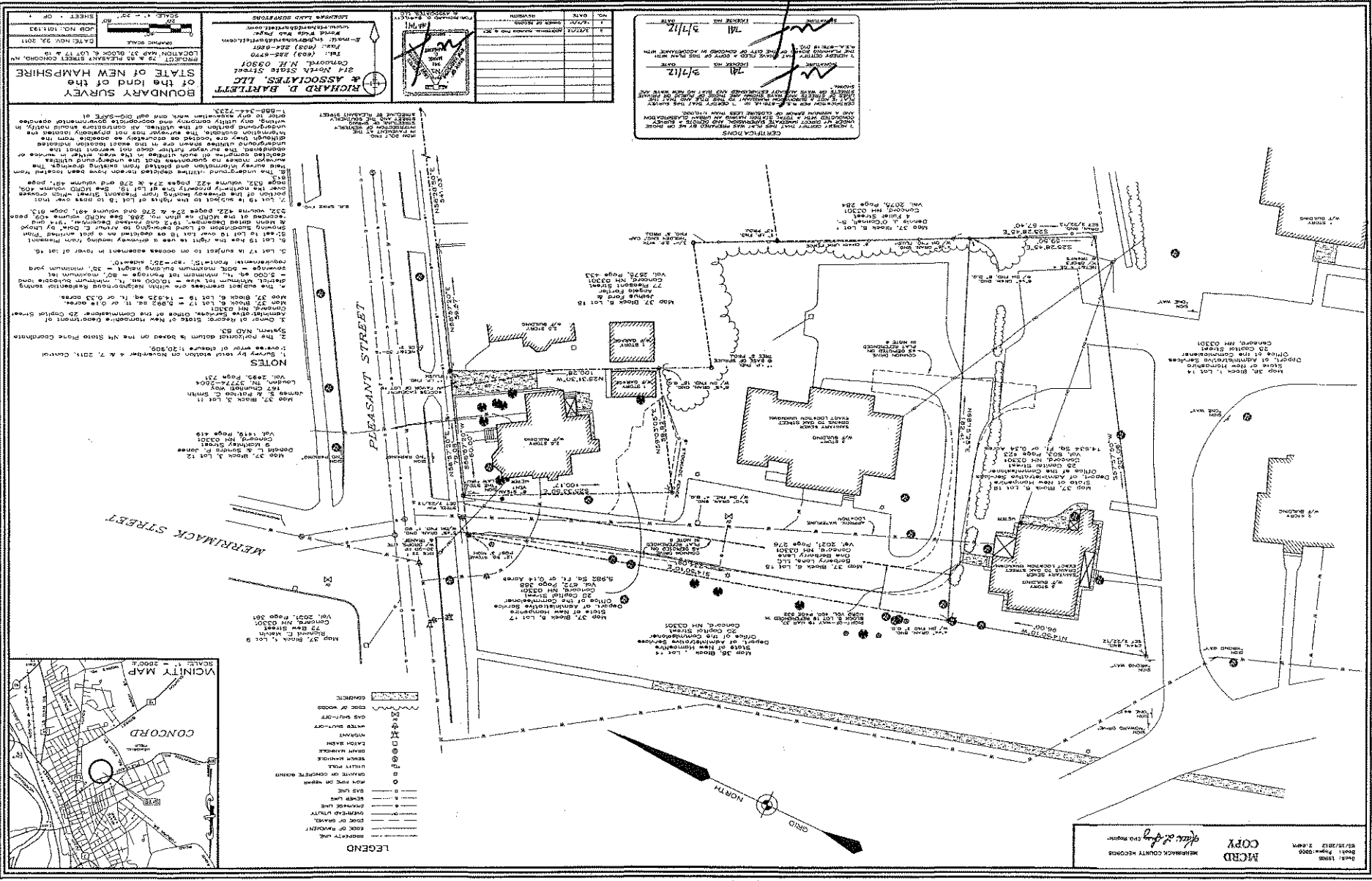
Huntress House
85 Pleasant Street, Concord, NH
(Tax Map 37, Block 6, Lot 19)

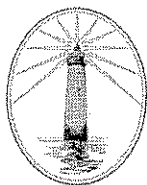
Tax Map Detail



**Huntress House (with "A" marker just above and to right of building)
85 Pleasant Street, Concord, NH**

Aerial View





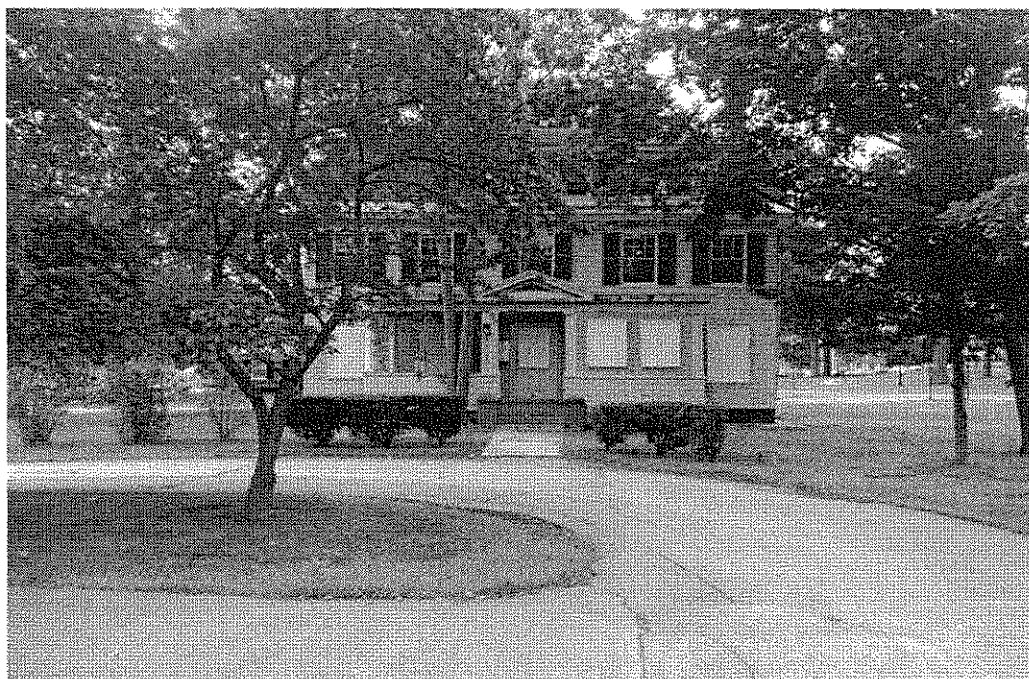
BEACON REAL ESTATE ADVISORS

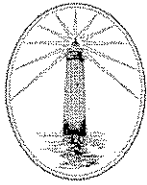
Summary Appraisal Report

Market Value of the Fee Simple Interest
of the Real Property
Located at:

85 Pleasant St
Concord, Merrimack County, New Hampshire

As of
October 1, 2011





BEACON REAL ESTATE ADVISORS

November 2, 2011

Rebecca M. White, Esq.
Risk Manager
New Hampshire Department of Administrative Services
25 Capitol Street, Room 412
Concord, NH 03301

Dear Ms. White:

As you requested, I have completed a summary appraisal of the market value for the real property identified by the legal description which is included in the Addenda of the report. The property is a portion of land which is identified as:

85 Pleasant Street, Concord, Merrimack County, New Hampshire

Pursuant to your authorization, I have personally made an inspection of the above-captioned. The property was inspected by Jude T Flynn on August 8, 2011. The purpose of the report is to estimate the Market Value of the fee simple interest as of the date of October 1, 2011.

The property as detailed by the legal description as provided to the appraiser is a portion identified as Map 37, Lot 6, Block 19. The subject property consists of a parcel with an abandoned residential building that was previously used as a group home facility. I understand that the property has not been occupied reportedly since Spring, 2009.

The intended user is The Client of this appraisal is "The State of New Hampshire Department of Administrative Services". The Intended User of this appraisal report is "New Hampshire Department of Administrative Services", or its assigns including, but not limited to, prospective purchasers of the properties, real estate brokers or consultants, State of New Hampshire governmental entities including the Legislative Long Range Capital Planning and Utilization Committee and the Governor and Executive Council.

The intended use of the appraisal and corresponding report is to assist the Client, or its assigns with valuation of the above-referenced properties with respect to Market Value as of the date of the appraisals for internal planning and potential disposition. Please note that Beacon Real Estate Advisors, LLC does not authorize any use or reliance of the



appraisal report other than the intended use stated above. Furthermore, Beacon Real Estate Advisors, LLC is under no obligation to discuss the results of the appraisal report with any parties other than the Client and Intended Users.

The following narrative appraisal report sets forth the property's identification, the assumptions and limiting conditions, pertinent facts regarding the comparable data, the results of investigations and analyses, and the reasoning leading to the conclusions contained herein.

I hereby certify that I have made an inspection of the property, that I have taken into consideration all factors that I felt were pertinent to the value estimate, and that I have not knowingly or intentionally omitted any important data. I am not aware of any site contamination, but the value provided does not opine on possible clean up costs if environmental contamination was discovered. I understand that the subject may encroach on an abutting site that is in control of the owner. It has been assumed that the subject property is free of any encroachments. The subject has not been occupied for some time, and it is assumed that it would be used as a single family dwelling based on our understanding of the current zoning and discussions with the Concord zoning department.

The appraisal is intended to conform to the Uniform Standards of Professional Appraisal Practice ("USPAP") as promulgated by the Appraisal Standards Board of the Appraisal Foundation and the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute. The appraisal is presented in a self-contained report, and the Departure Provision of USPAP has not been invoked in this appraisal. It is entirely inappropriate to use this value conclusion or the report for any purpose other than the one stated.

The opinions expressed in this appraisal cover letter can only be completely understood by reading the narrative report, exhibits, and other data, which is attached. The appraisal is subject to the attached general assumptions and limiting conditions. I further certify that I have no present or contemplated future interest in the property and that my professional appraisal is not dependent upon the value estimate.

An inspection of the property was made, although specific renovations and improvements were difficult to estimate. The owners have not had a property condition assessment made and it is difficult to estimate the extent of such damage including water damage and general deterioration. It has been assumed that the property is in poor condition and would need significant renovations and improvements to render it habitable. I reserve the right to amend the value if some condition that was unobserved at the time of inspection becomes apparent.



Concluded Value- Fee Simple Estate

Based on the investigation and premise outlined, it is my opinion that as of October 1, 2011 the market value of the fee simple estate is:

Seventy Five Thousand Dollars
(**\$75,000**)

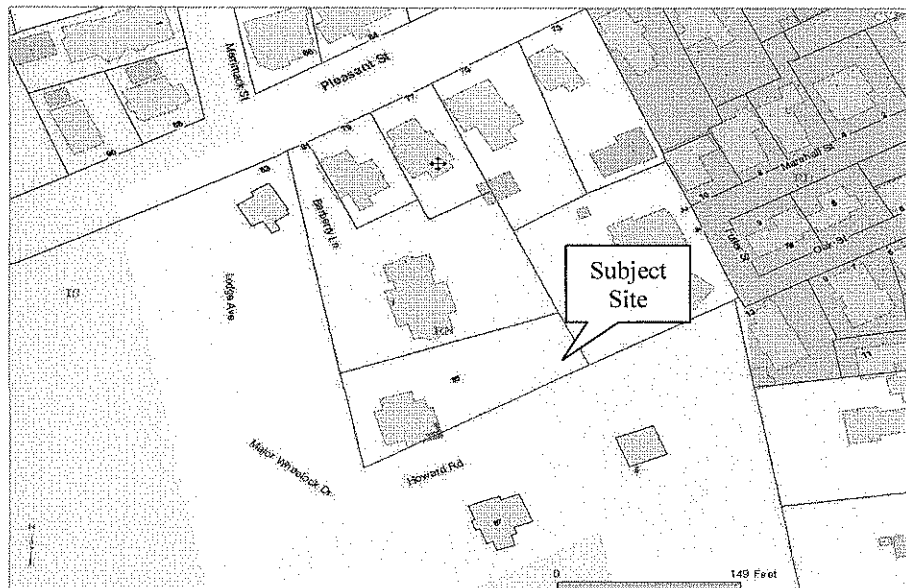
Please call with any questions or comments. Thank you for the opportunity to work with you on this assignment.

Respectfully submitted,

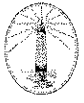
Jude T Flynn Jr, MAI, SRA
New Hampshire Certified General Appraiser
License # 632



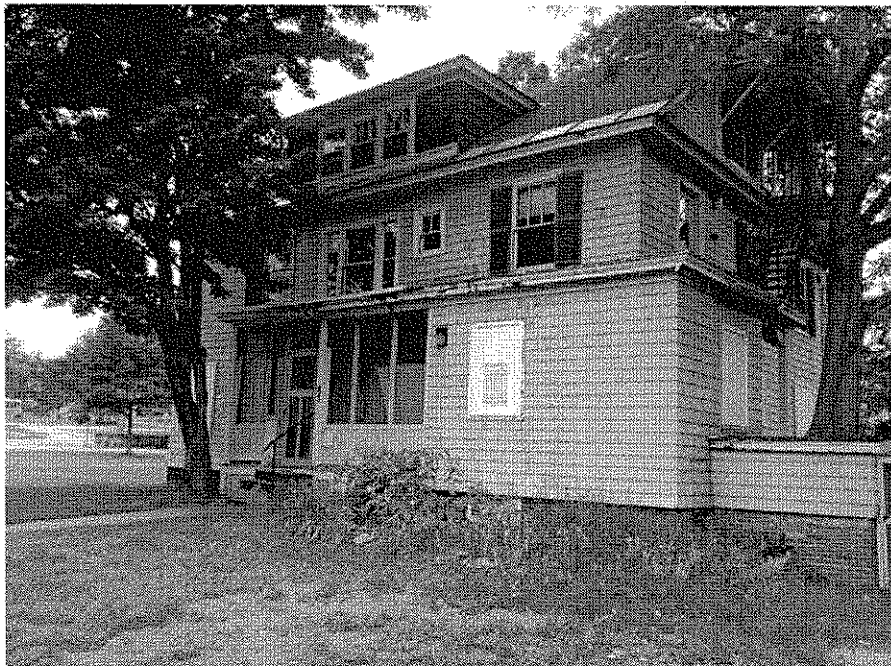
Aerial View of the Subject Property



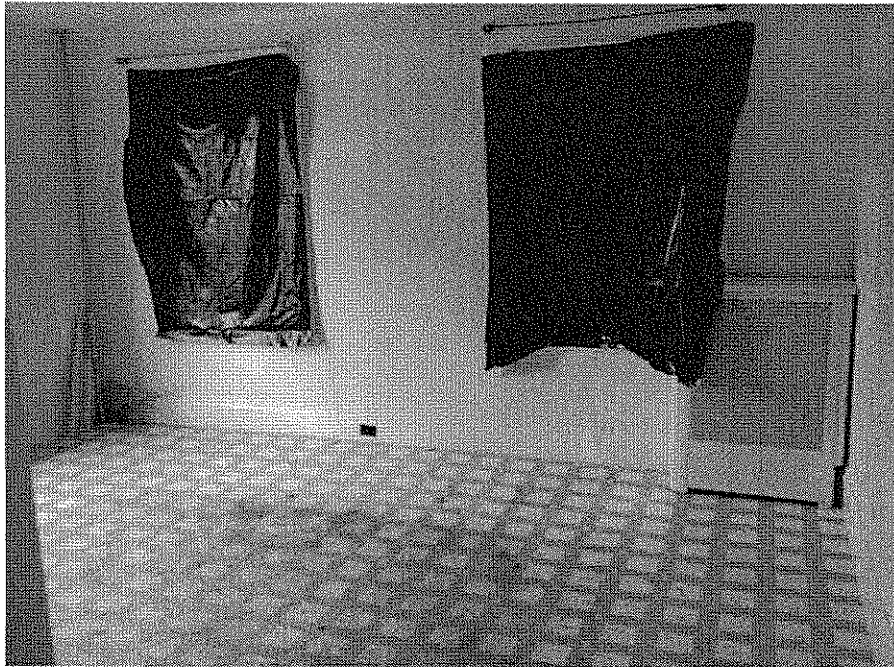
Assessor's Plan of the Subject Property



Front View of the Subject



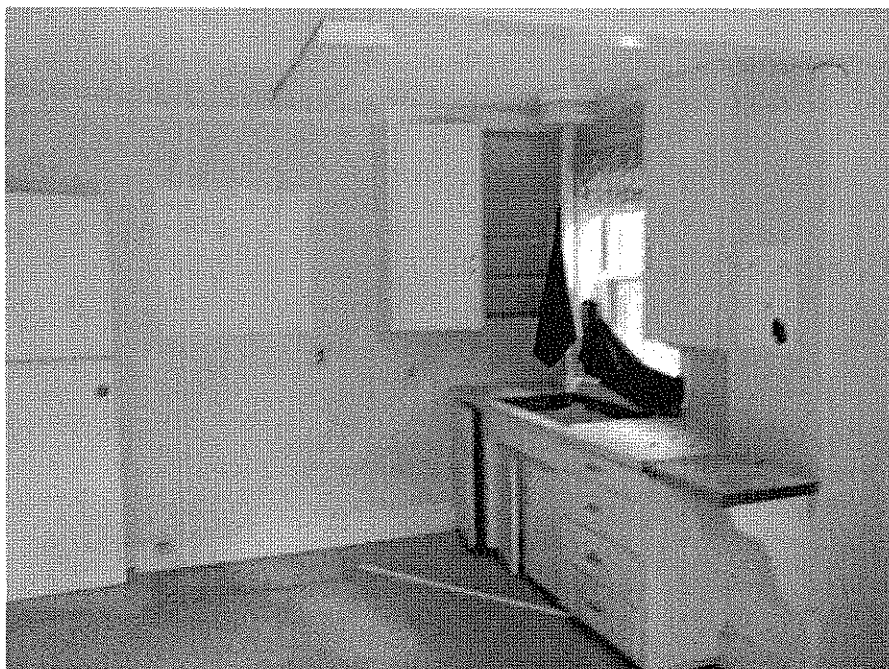
Rear View of the Subject



Interior View of the Subject



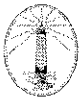
Interior View of the Subject



Interior View of the Subject



Interior View of the Subject



View of State Campus from Subject Site



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ADDENDA

<i>Exhibit A -</i>	<i>Comparable Sales</i>
<i>Exhibit B -</i>	<i>Legal Description</i>
<i>Exhibit E -</i>	<i>Certificate of the Appraiser</i>
<i>Exhibit F -</i>	<i>Assumptions and Limiting Conditions</i>
<i>Exhibit G -</i>	<i>Qualifications of Appraiser</i>



EXECUTIVE SUMMARY

Subject: The subject property consists of the real estate which is detailed by a legal description which is included in the Addenda of the report.

Location: 85 Pleasant Street, Concord, Merrimack County, New Hampshire.

Purpose of Assignment: To estimate the Market Value of the fee simple interest.

Premise of Value: Market Value of the fee simple estate as of October 1, 2011

Interest Appraised: Fee Simple Estate

Zoning: RN - Residential

Highest and Best Use: Residential Development

Method of Valuation: The sales comparison approach to value was utilized. The cost and income approaches were not considered applicable and not employed in the valuation.

Market Value of the Fee Simple as of October 1, 2011:

Sales Comparison Approach: \$ 75,000

Reconciled Value: \$ 75,000

Date of Report: November 2, 2011



IDENTIFICATION OF THE SUBJECT

The property as detailed by the legal description as provided to the appraiser is a portion identified as Map 37, Block 6, Lot 19 and located at 85 Pleasant Street, Concord, Merrimack County, New Hampshire.

PURPOSE OF THE APPRAISAL/PROPERTY RIGHTS APPRAISED

The purpose of the appraisal is to estimate the *market value* of the subject's fee simple estate.

INTENDED USE AND INTENDED USERS OF THE APPRAISAL

The intended user is The Client of this appraisal is "The State of New Hampshire Department of Administrative Services". The Intended User of this appraisal report is "New Hampshire Department of Administrative Services", or its assigns including, but not limited to, prospective purchasers of the properties, real estate brokers or consultants, State of New Hampshire governmental entities including the Legislative Long Range Capital Planning and Utilization Committee and the Governor and Executive Council.

The intended use of the appraisal and corresponding report is to assist the Client, or its assigns with valuation of the above-referenced properties with respect to Market Value as of the date of the appraisals for internal planning and potential disposition.

This is a summary report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2 (b) of the Uniform Standards of Professional Appraisal Practice for a summary report. The depth of discussion contained in the report is specific to the needs of the client and for the intended use stated in the report. The appraisers are not responsible for unauthorized use of this report.

EFFECTIVE DATE OF VALUATION AND DATE OF REPORT

The opinions expressed in this report are stated as of the *effective valuation date*, October 1, 2011. The appraisal is based upon market conditions observed during the period of my market research during August, 2011 through October 2011. This report is transmitted on November 2, 2011. Jude T Flynn, MAI, SRA performed an on-site visit on August 8, 2011.

DISCLOSURE OF A EXTRAORDINARY ASSUMPTION

An extraordinary assumption has been made that the site, as described by the legal description is free from any encroachments. The subject has not been occupied as a group home, and it is assumed that despite the fact that it has been abandoned, it would



be used as a single family subsequent to a renovation.

THE SCOPE OF THE APPRAISAL

This appraisal is described as a *summary report*. The following scope is completed by Beacon Real Estate Advisors LLC for this assignment:

- Jude T Flynn, MAI inspected the subject property on August 8, 2011. He also viewed the general and immediate market area.
- Gathered information from various secondary data sources regarding regional and local economic and demographic data specifically relating to the regional, city and market area analyses.
- Analyzed trends in office market utilizing data compiled through confirmation of the comparable rents. Numerous brokers and developers active in this market were also interviewed relative to new construction and projects in the planning stages.
- Reviewed tax plat maps of the subject property. Researched the flood plain reference relative to the surveys provided.
- Analyzed the highest and best use of the site as if vacant and the property as improved.
- Confirmed recent sales of comparable residential properties in similar market areas as the subject. Analyzed the data to arrive at an "as is" value indication via the Sales Comparison Approach.
- The Cost Approach was not used due to the subject's age.
- Reconciled the results of these analyses into a probable range of value, and finally, an "as is" Market Value conclusion.
- Estimated the reasonable exposure time and marketing period inherent in the Market Value opinion.
- Prepared a Summary Report in the narrative format.
- This Scope of Work is subject to the *General Assumptions and Limiting Conditions, Certification and Definitions* provided in other sections of this report.

Date of Value and Report

This appraisal was made to express opinion as of October 1, 2011. The date of the report is November 2, 2011.



Purpose and Use of Appraisal

The purpose of the appraisal is to estimate the market value of the fee simple interest in the property subject. The appraisal was not based on a request minimum valuation, a specific valuation, or the approval of a loan.

The report is for the exclusive use of The State of New Hampshire Department of Administrative Services. The Intended User of this appraisal report is "New Hampshire Department of Administrative Services", or its assigns including, but not limited to, prospective purchasers of the properties, real estate brokers or consultants, State of New Hampshire governmental entities including the Legislative Long Range Capital Planning and Utilization Committee and the Governor and Executive Council; no other party shall have any right to rely on any service provided by me without prior written consent.

Property Rights Appraised

I have appraised the Fee Simple Estate of the subject. A Fee Simple Estate is defined in *The Dictionary of Real Estate Appraisal*, 3rd ed. (Chicago: Appraisal Institute, 1993), as:

Fee simple estate is defined as an absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.



Definition of Value

Market value, as approved and adopted by the Appraisal Foundation and Appraisal Institute and endorsed by NCREIF, is as follows:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well-informed or well advised, and acting in what they consider their best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Method of Appraisal

The method used in the valuation of the subject land was the sales comparison approach to value. This is considered the most applicable in determining the land's value in the subject's local market.

Marketing/Exposure Period

Marketing Period: The value conclusion reported herein assumes a marketing period of less than one year. I also discussed the marketability of the subject with brokers and reviewed the marketing time of similar properties in the local market. Considering the subject's location, physical, and economic attributes, I estimated a marketing time of one year for the subject.



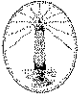
Exposure Period is defined in *The Dictionary of Real Estate Appraisal*, 3rd edition, (Chicago: Appraisal Institute, 1993), as:

“the estimated length of time 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...”

As noted in the sales comparison approach, there have been several sales of comparable properties within the local market. The sales were researched with regard to the time on the market. Given the availability of mortgage financing, the desire for such product and specific information regarding sales of comparable properties, I estimate the reasonable exposure time at my estimate of Market Value, assuming adequate, sufficient and reasonable marketing efforts, to be six months.

History of the Property

The subject parcel has been under continuous ownership for over the last three years. The property has not been openly marketed and there was no listing noted on the New Hampshire Multiple Listing Service over the last three years.



NEIGHBORHOOD ANALYSIS

Boundaries

The subject property is located on a site to the west of downtown Concord, the center of the city's retail and commercial thoroughfare.

The subject neighborhood is defined by the following boundaries:

- US Interstate 93 to the east
- The New Hampshire State Office Campus to the south
- Residential neighborhoods to the west.
- Residential neighborhoods to the north.

Accessibility

The subject is easily accessible from Pleasant Street, a local divided roadway carrying arterial traffic to and from downtown Concord.

Uses and Trends

The use in the neighborhood is primarily residential and two families. This trend will remain as such due to the present zoning guidelines in the area.

Utilities

The subject neighborhood is currently serviced by public water, sewer and electricity.

Zoning

The subject neighborhood is in the RN-Residential, with single and two family permitted. The subject property is a non-conforming use as a three unit dwelling as it does not meet frontage and parking requirements for such a use. The property has access over Barberry Lane which is a private road, although no frontage on Pleasant Street.

The subject would require frontage for a legal use as a two family. A prospective buyer could seek a zoning variance for conversion of the dwelling to a two family, although it would be speculative to assume so based on the current zoning regulations. A review with Craig Walker, Chief Zoning Administrator indicated that conversion to a single family dwelling would be the only use acceptable under the current zoning regulations.



SITE ANALYSIS

The description of the site is based upon a visual inspection of the parcel and an examination of the applicable plat map.

Location:	85 Pleasant Street, Concord, Merrimack County, New Hampshire
Assessor's Info:	Map 37, Lot 6, Block 19
Shape:	Irregular
Land Area:	The land area is detailed in the legal description which is included in the Addenda of the report.
Topography:	Mostly level
Street Improvements:	There is no frontage on Pleasant Street. The site is access by a right of way known as Barberry Lane, a private roadway.
Environmental Observations:	No environmental issues were noted during the physical inspection. A Phase I environmental Site Assessment was not provided. I am not qualified to identifying hazardous environmental conditions and recommend a qualified expert be retained if any such conditions or questions arise.
Site Improvements:	Municipal Water and Sewer





HIGHEST AND BEST USE

According to the Third Edition of *The Dictionary of Real Estate Appraisal*, published by the Appraisal Institute, highest and best use is defined as:

“the reasonably probable and legal use of vacant land or an improved property; which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum profitability.”

Following this definition, it can be safely assumed that no informed or ill-advised owner would sell for a price lower than that available for the highest and best use. Once land is improved with a substantial structure, the result becomes an integrated unit. When a parcel of land is improved, the integrated unit of land and improvements is normally continued in the use for which it was originally designed, so long as the land and improvements combined have a higher market value than the land alone, if vacant and available for a better use.

Highest and Best Use as if Vacant

In accordance with the definition of highest and best use, an analysis of the site relating to its legal uses, physical possibilities, and financial feasibility is appropriate.

Legality of Use -The subject is zoned RN, Residential with single and two family permitted. The subject property has access over Barberry Lane, a private road, although no frontage which limits the use for two families. A single family use would be permitted based on the current zoning.

Physically Possible - The site is generally irregular. If based solely on compatibility with surrounding land uses, residential development is the most logical.

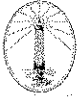
Financially Feasible - The determination of financial feasibility is dependent primarily on demand. Among the legally permitted and physically possible uses, residential use would be expected to be the most financially feasible.

Maximally Profitable - Market conditions support a profitable residential development. This type of development would also conform to the surrounding uses. Therefore, the maximally productive use of the site is to develop a residential use.



Highest and Best Use as Improved

The highest and best use of the subject would be residential development.

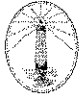


THE VALUATION PROCEDURE

In any determination of value for real estate, data are sought in the local market on such factors as sales and offerings of similar properties, current prices for construction materials and labor. From these data, values may be developed for the land and the property as a whole.

Reconciliation

In this instance, the appraiser has completed the sales comparison approach to value. The cost approach was not developed due to the age of the subject and the difficulty in estimating depreciation in a property of this age and condition. The income approach was not developed as the property is currently vacant and there is no income information in which to generate it.



SALES COMPARISON APPROACH

Use of market or comparable sales requires the collection and analysis of comparable sales data. Similar properties recently sold are compared to the subject and adjusted based on any perceived differences. This method is based on the premise that the costs of acquiring a substitute property would tend to establish a value for the subject property. The premise suggests that if a substitute is unavailable in the market, the reliability of the approach may be subordinate to the other approaches.

The reliance on substitute properties produces shortcomings in the validity of this approach. Geographic and demographic characteristics from each submarket restrict which sales may be selected. The sales I have identified, however, do establish general valuation parameters as well as provide support to my conclusion derived through the income approach.

The standard unit of comparison among similar properties is the sales price per unit. The sales comparison approach considered the sale and offering of single family dwellings that required significant improvements and renovations for potential occupancy. In examining the comparable sales, I have applied a subjective adjustment analysis, which includes specific adjustments derived from my experience and consulting with the market participants.

Analysis

I have researched the local residential market for recent sales and listings of single family dwellings. There were five comparables selected, with detailed sheets included in the Addenda of the report.

Adjustments and Considerations

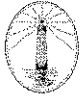
The following adjustments and considerations are reviewed in relation to differences between the comparables and the subject.

Property Rights Transferred

All comparables have fee simple interest

Terms of Sale (Financing)

All comparables are considered to have conventional financing.



Conditions of Sale (Motivation)

All comparables were purchased with no concessions reported. Comparable #5 was adjusted downward to account for the likely sales concessions which would be negotiated to consummate a sale.

Market Conditions

Market conditions may change over time due to inflation, deflation, fluctuations in supply and demand, or other factors. As a result, the comparable sales may require adjustments to reflect changes in market conditions between the sale dates and the date of this appraisal. No market conditions were made.

Size Adjustment

The subject property is a former group home which I have assumed to be used as a single family dwelling. The property is significantly larger than most of the comparables, although the size is considered to have a negative impact in the amount required to repair and renovate. The comparables range from 1,599 square feet to 2,409 square feet and considered similar with regard to size. A slight upward adjustment was made to Comparables #1, #2 and #5 for the difference.

Location Adjustment

All of the comparables are considered to be in the same neighborhood and therefore comparable.

Condition Adjustment

Comparable #1, #2, #3 and #4 were adjusted downward for their superior condition compared to the subject. The property is in poor condition and is anticipated to require significant investment to render it habitable.

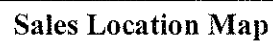
Utility Adjustment

All of the comparables are considered to have a similar utility and therefore comparable.

The results of the comparative value analysis are presented on the following chart:



Land Summary & Adjustment Grid						
Comparable No.	Subject	Comp. No. 1	Comp. No. 2	Comp. No. 3	Comp. No. 4	Comp. No. 5
Address	85 Pleasant St	21 Rockingham	13 Hullbakers	71 Hutchins	24 Wilson Ave	89 Village St
City	Concord, NH	Concord, NH	Concord, NH	Concord, NH	Concord, NH	Concord, NH
Map/Lot	37/6/19	8/5/2004	143/P 8	103/ 5/ 4	9/C 2/ 10	143/P 27
Transaction Data:						
Sale Price:	N/A	\$135,000	\$114,900	\$114,900	\$100,000	\$109,900
Date of Sale:	N/A	September 16, 2011	July 20, 2011	July 21, 2011	May 11, 2011	Listed
Property Data:						
Site Size	0.350	0.600	0.430	4.800	0.370	1.080
Style	Conventional	Conventional	Conventional	Conventional	Conventional	Conventional
Built	1900	1900	1900	1840	966	1900
Number of Units	3	1	1	1	1	1
Building Size	3,080	1,738	1,599	2,409	2,206	1,858
Average Size Per Unit	3,080	1,738	1,599	2,409	2,206	1,858
Condition	Poor	Fair	Fair	Fair	Fair	Poor
Value Indications:						
Price/Unit**	N/A	\$135,000	\$114,900	\$114,900	\$100,000	\$109,900
Cumulative Adjustments:						
Property Rights Transferred:	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Adjustment		0.0%	0.0%	0.0%	0.0%	0.0%
Financing:		Market	Market	Market	Market	Market
Adjustment		0.0%	0.0%	0.0%	0.0%	0.0%
Conditions of Sale:		Market	Market	Market	Market	Market
Adjustment:		0.0%	0.0%	0.0%	0.0%	-25.0%
Marketing Conditions/Time (yrs.):		Current	Current	Current	Current	Current
Adjustment:		0.0%	0.0%	0.0%	0.0%	0.0%
Cumulative Adjustments:		0.0%	0.0%	0.0%	0.0%	-25.0%
Adjusted Price/Unit		\$135,000	\$114,900	\$114,900	\$100,000	\$82,425
Additive Adjustments:						
Size		10.0%	10.0%	0.0%	0.0%	10.0%
Location		0.0%	0.0%	0.0%	0.0%	0.0%
Condition		-40.0%	-40.0%	-40.0%	-40.0%	0.0%
Configuration/Utility		0.0%	0.0%	0.0%	0.0%	0.0%
Net Adjustments:		-30.0%	-30.0%	-40.0%	-40.0%	10.0%
Adjusted Price/Building Lot		\$94,500	\$80,430	\$68,940	\$60,000	\$90,668



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RECONCILIATION AND FINAL VALUE CONCLUSION

Reconciliation and correlation of Market Value is performed when more than one approach is used to value real property and weighs the relative significance, applicability, and defensibility of each value indication and relies most heavily on the one that is most appropriate to the type and definition of value sought. The conclusion drawn in the reconciliation is based on the appropriateness, accuracy and quantity of evidence in the entire appraisal.

The sole method of property valuation utilized in this appraisal was the Sales Comparison Approach. The most comparable sales available in the market today were gathered, which reflect the physical and economic characteristics of the respective properties. The unit of comparison utilized in this approach involved a physical analysis based on the Sales Price per Unit Analysis. The indication of value provided by this approach is a direct result of owner/user actions similar to that of the subject given the size of the asset.

Based on the investigation and premise outlined, it is my opinion that as of October 1, 2011 the market value of the fee simple estate in the subject is:

Seventy Five Thousand Dollars
(\$75,000)

ADDENDA

EXHIBIT A
Comparable Sales

Building Sale - 1

Property Type Single Family

Location

Street 21 Rockingham
City, State Concord, NH
County Merrimack

Physical Description

Land Area 0.6000 Acres
26,136 Square Feet

Fronting Streets Rockingham
Number of Units 1
SF 1,738
SF/Unit 1,738

Topography Mostly Level
Shape Irregular
Utilities All Available

Sales Data

Grantor Bank of New York Mellon
Grantee Delois et al
Sale Date August 31, 2011
Sale Price \$135,000
Unit Price : \$135,000.00
\$77.68/SF

Financing N/A
Interest Transferred N/A
Recording Information 3270/868

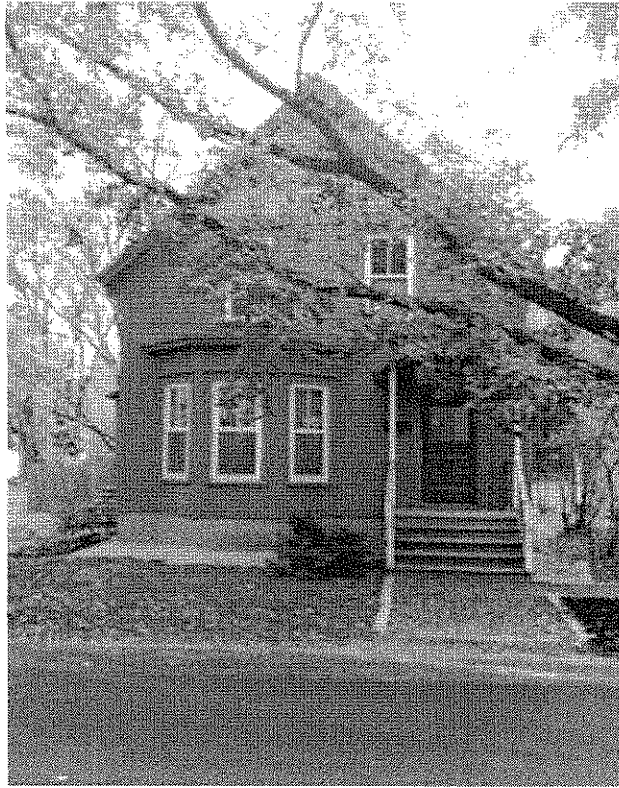
Current Use / Potential Use Single Family
Use at the Sale Date Single Family

Comments

The broker indicated that the property had a newer roof, but that there was interior work that needed to be completed.

Beacon Real Estate Advisors

Building Sale - 1



Building Sale - 2

Property Type Single Family

Location

Street 13 Hullbakers
City, State Concord, NH
County Merrimack

Physical Description

Land Area 0.4300 Acres
18,731 Square Feet

Fronting Streets Hullbakers
Number of Units 1
SF 1,599
SF/Unit 1,599

Topography Mostly Level
Shape Irregular
Utilities All Available

Sales Data

Grantor US Bank National Association
Grantee Bowers et al
Sale Date July 21, 2011
Sale Price \$114,900
Unit Price : \$114,900.00
\$71.86/SF

Financing N/A
Interest Transferred N/A
Recording Information 3264/589

Current Use / Potential Use Single Family
Use at the Sale Date Single Family

Comments

Bank owned property that was in fair condition at the time of sale. The property has a swimming pool that needed repairs and was not considered to contribute any value

Beacon Real Estate Advisors

Building Sale - 2



Building Sale - 3

Property Type: Single Family

Location

Street 71 Hutchins
 City, State Concord, NH
 County Merrimack

Physical Description

Land Area 4.8000 Acres
209,088 Square Feet

Fronting Streets Hutchins

Number of Units 1

SF 2,409

SF/Unit 2,409

Topography Mostly Level

Shape Irregular

Utilities All Available

Sales Data

Grantor US Bank National Association

Grantee Bowers et al

Sale Date July 21, 2011

Sale Price \$114,900

Unit Price : \$114,900.00

\$47.70/SF

Financing N/A

Interest Transferred N/A

Recording Information 3264/589

Current Use / Potential Use Single Family

Use at the Sale Date Single Family

Comments

Property was approved for HomePath Renovation Mortgage with as little as 3% down. Was once a 2 family, converted to single. Being sold as is with renovations not detailed by the broker.

Building Sale -3



Building Sale - 4

Property Type Single Family

Location

Street 24 Wilson Ave
 City, State Concord, NH
 County Merrimack

Physical Description

Land Area 0.3700 Acres
16,117 Square Feet

Fronting Streets Wilson
 Number of Units 1
 SF 2,206
 SF/Unit 2,206

Topography Mostly Level
 Shape Irregular
 Utilities All Available

Sales Data

Grantor CLD Asset Management
 Grantee CLD Asset Management
 Sale Date May 11, 2011
 Sale Price \$100,000
 Unit Price : \$100,000.00
\$45.33/SF

Financing N/A
 Interest Transferred N/A
 Recording Information 3254/0865

Current Use / Potential Use Single Family
 Use at the Sale Date Single Family

Comments

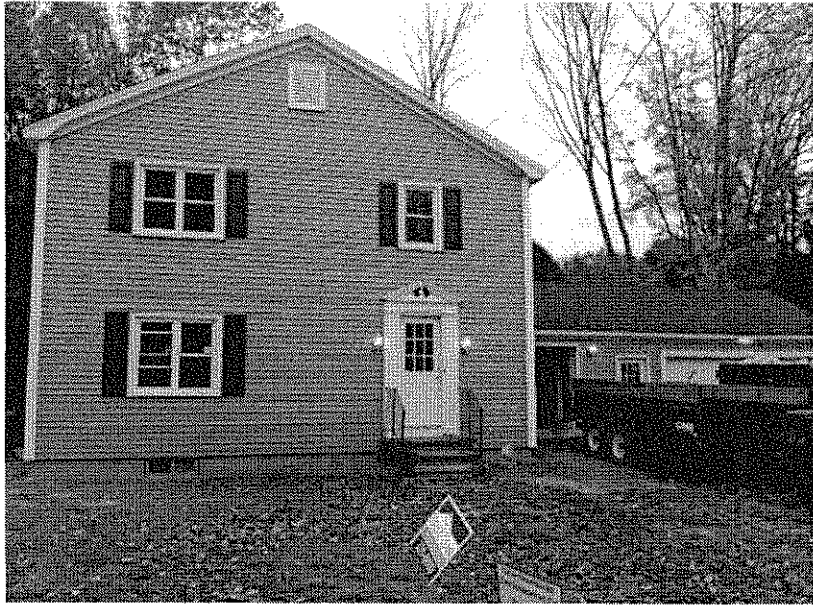
Home was listed indicating substantial work. The property appears to have been rehabilitated by the time the appraiser photographed it.

Access: Average

Location: Above Average

Area: Originally 72 townhouse luxury condominiums, but some changes have subsequently occurred with this project.

Building Sale-4



Building Sale - 5

Property Type Single Family

Location

Street 89 Village St
 City, State Concord, NH
 County Merrimack

Physical Description

Land Area 1.0800 Acres
47,045 Square Feet

Fronting Streets Village

Number of Units 1

SF 1,858

SF/Unit 1,858

Topography Mostly Level

Shape Irregular

Utilities All Available

Sales Data

Grantor N/A

Grantee N/A

Sale Date Current Listing

Listing Price \$109,900

Unit Price : \$109,900.00

\$59.15/SF

Financing N/A

Interest Transferred N/A

Recording Information N/A

Current Use / Potential Use Single Family

Use at the Sale Date Single Family

Comments

Current listing of a single family dwelling in poor condition.

Beacon Real Estate Advisors

Building Sale-5



EXHIBIT B
Legal Description

Know all Men by these Presents:

That I, George L. Huntress, Jr., of Clearwater in the County of Pinellas and State of Florida,

for and in consideration of the sum of one dollar and other valuable consideration, to me in hand, before the delivery hereof, well and truly paid by New Hampshire State Hospital, a public corporation established under the laws of the State of New Hampshire, and having its principal place of business at Concord, in the County of Merrimack and State of New Hampshire, the receipt whereof I do hereby acknowledge have given, granted, bargained and sold, and by these presents do give, grant, bargain, sell, alien, enfeoff, convey and confirm unto the said New Hampshire State Hospital, its successors

heirs and assigns forever, a certain tract or parcel of land, with the buildings thereon, situated in said Concord, bounded and described as follows, to wit: Beginning at a stake in the easterly line of the land of New Hampshire State Hospital two hundred and thirty-four (234) feet southerly from the southerly side line of Pleasant Street; thence north 80° 38' east by land of Arthur E. Dole, now or formerly, one hundred eighty-two and 14/100 (182.14) feet to a stake in the westerly line of land now or formerly of the George W. Crockett Estate; thence south 11° 42' east by said land of the George W. Crockett Estate fifty-nine and 4/10 (59.4) feet to a drill hole in the easterly side line of a stone post in the line fence between land of George L. Huntress, Jr. and land of the New Hampshire State Hospital; thence south 71° 39' west by said Hospital land two hundred and 8/10 (200.8) feet to a stone fence post centered with an iron pin in the southwest corner of land of said George L. Huntress, Jr.; thence north 1° 5' west by said Hospital land eighty (80) feet to the point of beginning.

Said described premises were conveyed to Henry L. Huntress by two deeds of Arthur E. Dole, one dated April 1, 1912, and recorded Vol. 409, Page 532, Merrimack County Records, and one dated January 30, 1915, and recorded Vol. 422, Page 276, Merrimack County Records, and there is excepted from this deed a portion of the premises described in said deed dated April 1, 1912, which has been conveyed to said Arthur E. Dole; together with all rights of way granted in said deeds or either of them, and subject to all the conditions named in said deeds.

My title to said premises is derived under the will of the said Henry L. Huntress.

The buildings on said premises are located on Barberry Lane, Concord, New Hampshire.

TO HAVE AND TO HOLD the said granted premises, with all the privileges and appurtenances to the same belonging, to it the said grantee, its successors and heirs and assigns, to its heirs and assigns proper use and benefit forever. And I, the said grantor, for myself and my heirs, executors and administrators, do hereby covenant, grant and agree, to and with the said grantee and its successors and assigns, that until the delivery hereof, I am the lawful owner of the said premises and seized and possessed thereof in my own right in fee simple; and have full power and lawful authority to grant and convey the same in manner aforesaid; that the premises are free and clear from all and every incumbrance whatsoever; and that I will and

my heirs, executors and administrators shall and will warrant and defend the same to the said grantee and its successors and assigns against the lawful claims and demands of any person or persons whomsoever.

And I, Florence M. Huntress, wife husband of the said George L. Huntress, Jr., do hereby release to the said grantee for the consideration aforesaid, do hereby relinquish my right of dower estate in the before mentioned premises.

And we do each of us do hereby release to the grantee all rights of HOMESTEAD secured to us, or either of us, by Chapter 214 of the Public Laws of New Hampshire, any amendments thereto or other statute of said State, and all other rights and interests therein.

IN WITNESS WHEREOF, George L. Huntress, Jr. and Florence M. Huntress, we, have hereunto set our hands and seals this twenty-ninth day of November in the year of our Lord, nineteen hundred and forty-three. Signed, sealed and delivered in the presence of:

Julia B. Wells
L. R. Capen

Geo. L. Huntress, Jr. (L. S.)

Florence M. Huntress (L. S.)

STATE OF NEW HAMPSHIRE County of Pinellas ss

December 3rd A.D., 1943.

Personally appeared the above named George L. Huntress, Jr. and Florence M. Huntress, known to me, or satisfactorily proven, to be the persons whose names are subscribed to the within instrument, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me: Julia B. Wells Justice of the Peace Notary Public (L. S.)

Received Dec. 23, 1943, 9H. 30M. A.M. State of Florida at large My commission expires Dec. 15, 1944.
Bonded by American Surety Co. of N.Y.

Recorded and examined. Attest. *Antoine C. Conolly* Register.

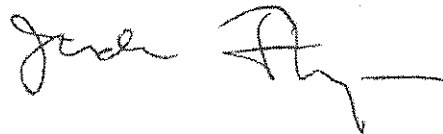
11 72

EXHIBIT C
Appraiser Certification

CERTIFICATE OF APPRAISER

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 is 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 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.
- I have made an exterior personal inspection of the property that is the subject of this report.
- no one provided significant real property appraisal assistance to the person signing this certification.
- the reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, I have completed the continuing education program of the Appraisal Institute.



Jude T Flynn, MAI, SRA
NH Certified General 632

EXHIBIT D
General Assumptions and Limiting Conditions

ASSUMPTIONS AND LIMITING CONDITIONS

No responsibility is assumed for matters legal in nature. No investigation has been made of the title to or any liabilities against the property appraised. In this appraisal, it is presumed that, unless otherwise noted, the owner's claim is valid, the property rights are good and marketable, and there are no encumbrances, which cannot be cleared through normal processes.

To the best of my knowledge, all data set forth in this report are true and accurate. Although gathered from reliable sources, no guarantee is made nor liability assumed for the accuracy of any data, opinions, or estimates identified as being furnished by others, which have been used in formulating this analysis.

No assessment or investigation has been made regarding the adequacy of the client's preparation for the impact of Year 2000 on its information systems and/or business process. I have assumed adequate preparation by the client and, unless expressly stated to the contrary, I have not considered any costs and/or expenses associated with Year 2000 compliance or its impact on my conclusions.

The market value estimate contained within this report specifically excludes the impact of structural damage or environmental contamination resulting from earthquakes or other causes. It is recommended that the reader of this report consult a qualified structural engineer and/or industrial hygienist for the evaluation of possible structural/environmental defects, the existence of which could have a material impact on market value.

Land areas and descriptions used in this limited appraisal are obtained from public records and have not been verified by legal counsel or a licensed surveyor.

No soil analysis or geological studies were ordered or made in conjunction with this report, nor were any oil, gas, or other subsurface mineral and use rights or conditions investigated.

Substances such as asbestos, urea-formaldehyde foam insulation, other chemicals, toxic wastes, or other potentially hazardous materials could, if present, adversely affect the value of the property. Unless otherwise stated in this report, the existence of hazardous substance, which may or may not be present on or in the property, was not considered by the appraiser in the development of the conclusion of value. The stated value estimate is predicated on the assumption that there is no material on or in the property that would

cause such a loss in value. No responsibility is assumed for any such conditions, and the client has been advised that the appraiser is not qualified to detect such substances, quantify the impact on values, or develop the remedial cost.

No environmental impact study has been ordered or made. Full compliance with applicable federal, state, and local environmental regulations and laws is assumed unless otherwise stated, defined, and considered in the report. It is also assumed that all required licenses, consents, or other legislative or administrative authority from any local, state, or national government or private entity organization either have been or can be obtained or renewed for any use, which the report covers.

Plats and site plans along with Aerial photographs have been retained in the appraiser's file memoranda.

It is assumed that all applicable zoning and use regulations and restrictions have been complied with unless nonconformity has been stated, defined, and considered in the limited appraisal report. Further, it is assumed that the utilization of the land is within the boundaries of the property described and that no encroachment or trespass exists unless noted in the report.

The value or values presented in this report are based upon the premises outlined herein and are valid only for the purpose or purposes stated.

The date of value to which the conclusions and opinions expressed apply is set forth in this report. Unless otherwise noted, this date represents the last date of my physical inspection of the property. The value opinion herein rendered is based on the status of the national business economy and the purchasing power of the U.S. dollar as of that date.

Testimony or attendance in court or at any other hearing is not required by reason of this limited appraisal unless arrangements are previously made within a reasonable time in advance therefore.

One or more of the signatories of this limited appraisal report is a member or candidate of the Appraisal Institute. The Bylaws and Regulations of the Institute require each member and candidate to control the use and distribution of each appraisal report signed by them.

Possession of this report or any copy thereof does not carry with it the right of publication. No portion of this report (especially any conclusion to use, the identity of the appraiser or the firm with which the appraiser is connected, or any reference to the Appraisal Institute, American Society of Appraisers, or the designations awarded by these organizations) shall be disseminated to the public through prospectus, advertising, public relations, news, or any other means of communication without the written consent and approval of the appraiser

All details of the subject property's dimensions and building area have been taken from the Concord Assessor's records. It is assumed that these details are correct and the appraiser reserves the right to amend the report if a difference is noted.

EXHIBIT E
Qualifications of the Appraiser

Jude T. Flynn, MAI, SRA
Principal

<i>Company</i>	Beacon Real Estate Advisors 35 Manchester Road Suite 11A -301 Derry, NH 03038
<i>Valuation Experience</i>	<p>Mr. Flynn has been employed as an appraiser since 1984. He has completed appraisals of commercial and residential real estate. He has also generated discounted cash flow and sensitivity analyses for investment-grade real estate, securitization, and pension funds/insurance industries. Analyses he has performed involve various types of investment-grade real estate throughout the continental United States including apartments, cooperatives, hotels, industrial and research and development parks, office buildings, regional shopping centers, and undeveloped acreage.</p> <p>Additionally, Mr. Flynn has experience in valuation for acquisitions, ad valorem, arbitration, asset management, cost segregation, development, dispositions, due diligence, lease analysis, and portfolio analysis.</p>
<i>Education</i>	Saint Anselm College Bachelor of Arts – History
<i>State Certifications</i>	Currently licensed in Massachusetts, New Hampshire, Vermont, Maine, Rhode Island, Connecticut, New York Pennsylvania
<i>Professional Affiliations</i>	Appraisal Institute, Member Appraisal Institute, Senior Residential Appraiser
<i>Valuation and Special Courses</i>	Mr. Flynn completes several courses annually as part of the continuing education requirements of the Appraisal Institute. In addition, he attends real estate and financial industry-related conferences and seminars
<i>Publications/Speeches</i>	<p>“Considering Business Enterprise Value,” <i>New England Real Estate Journal</i>, 2000</p> <p>“Estimating Reserves for Replacement,” <i>New England Real Estate Journal</i>, 2002</p>

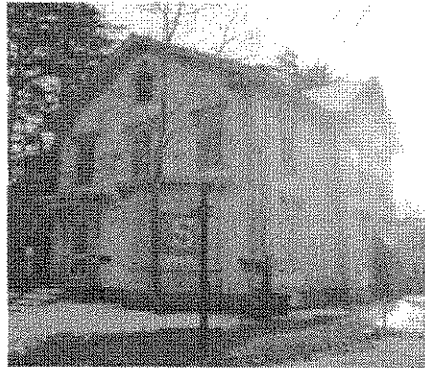
PROPOSAL

RFP FMA 2013-07

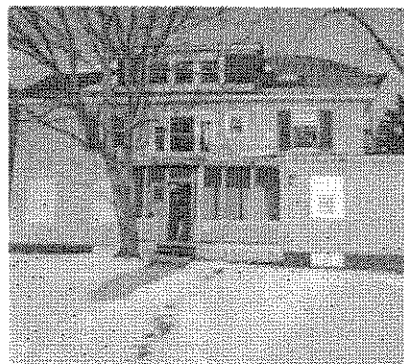
Prepared for:

NH Dept. of Administrative Services
25 Capitol St, Room 102
Concord, NH 03301

For Marketing the Property at:



79 Pleasant St, Concord, NH



85 Pleasant St, Concord, NH

Prepared by:

Mike Gallo, Gallo Realty Group
159 Amory St, Manchester, NH 03102
Office: (603) 836-0151
Fax: (603) 836-0158
Email: Mike@GalloRealtyGroup.com

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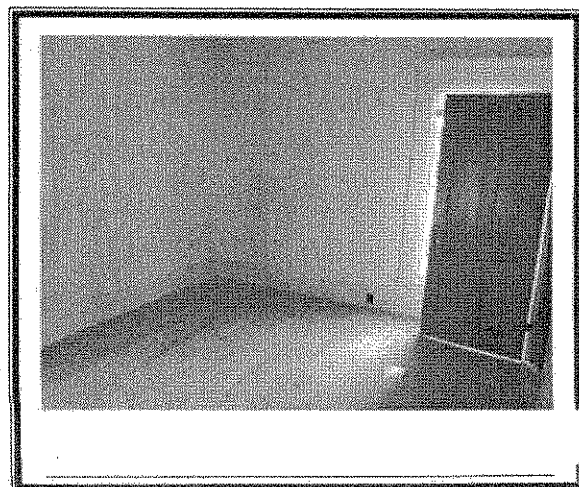
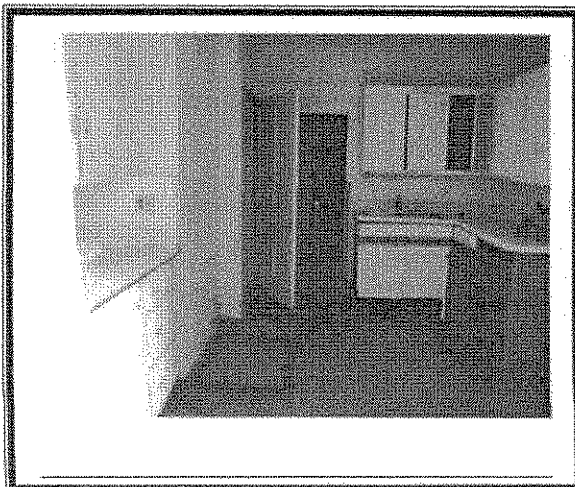
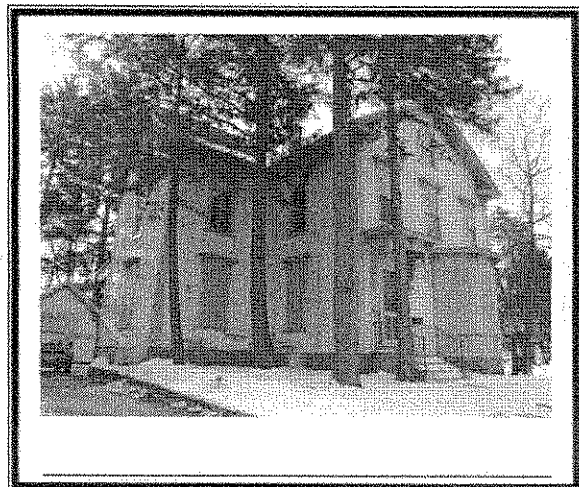
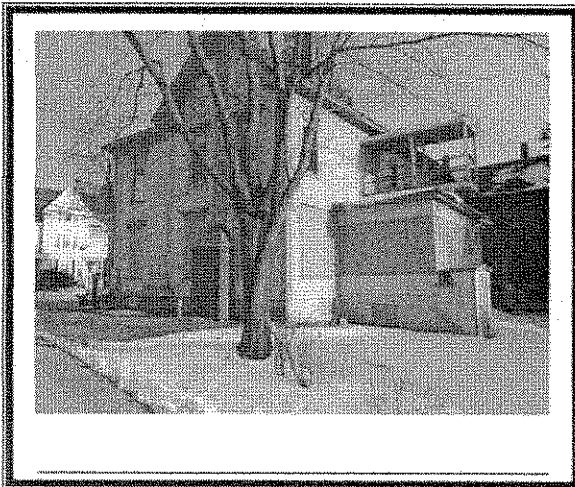
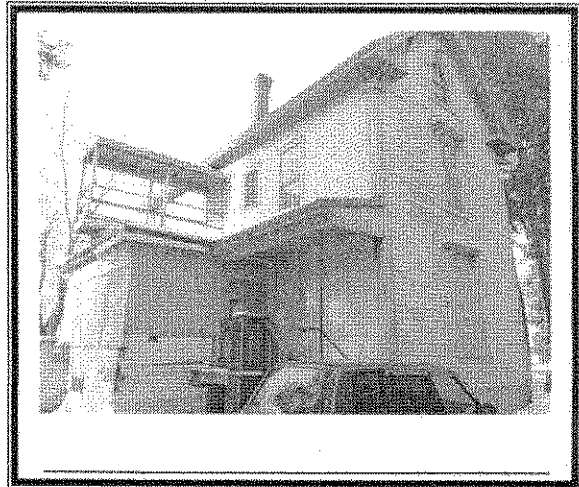
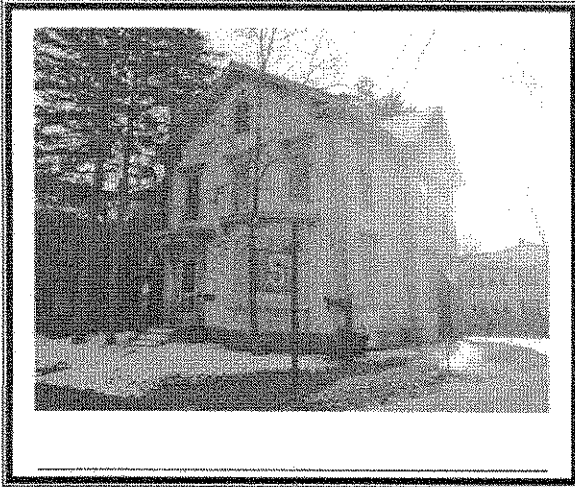
5.2C Commission

5.3 Compliance

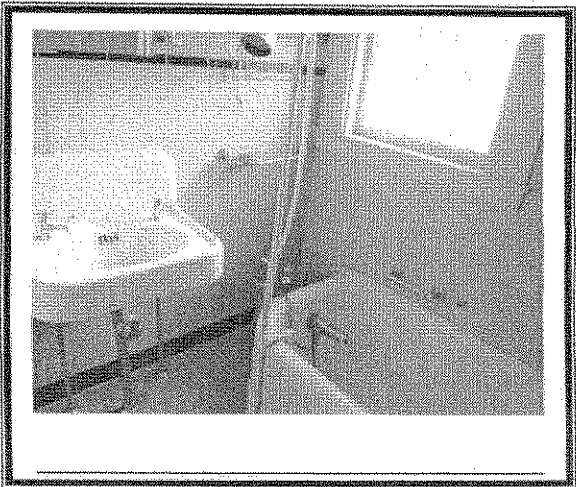
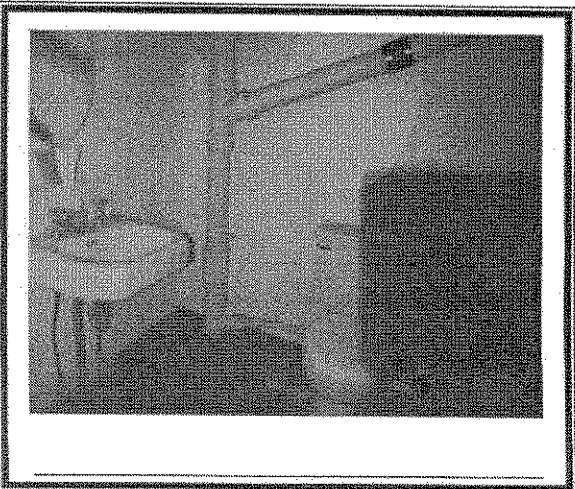
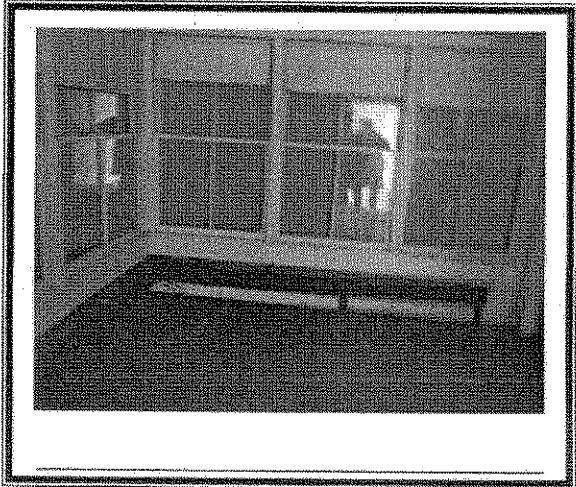
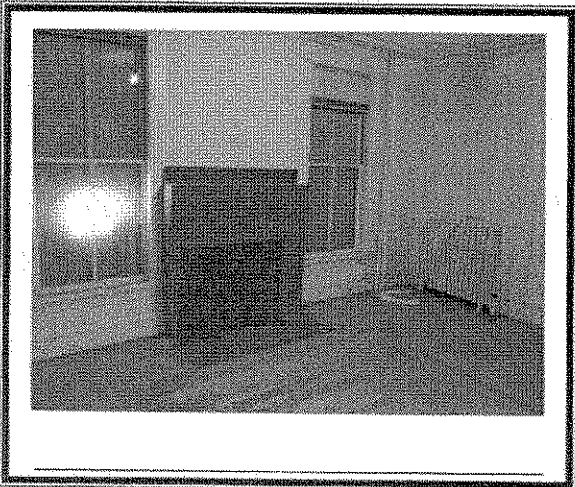
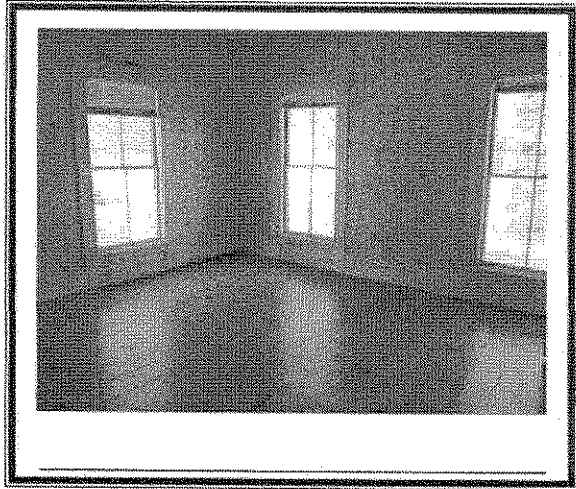
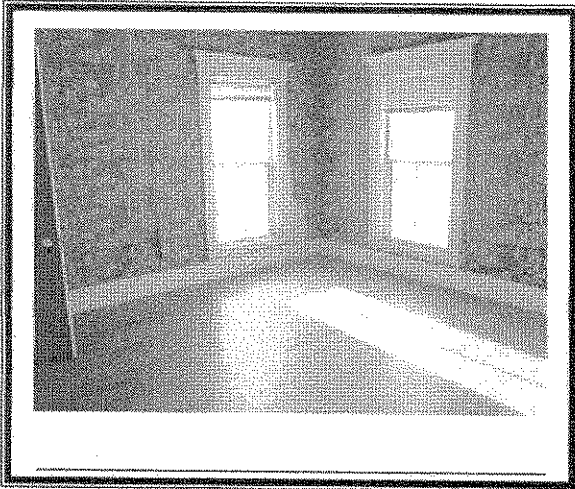
7.1 Proposal Certification

Property Photos

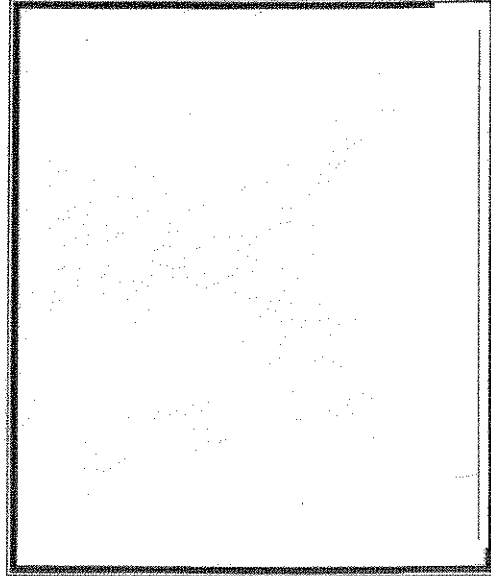
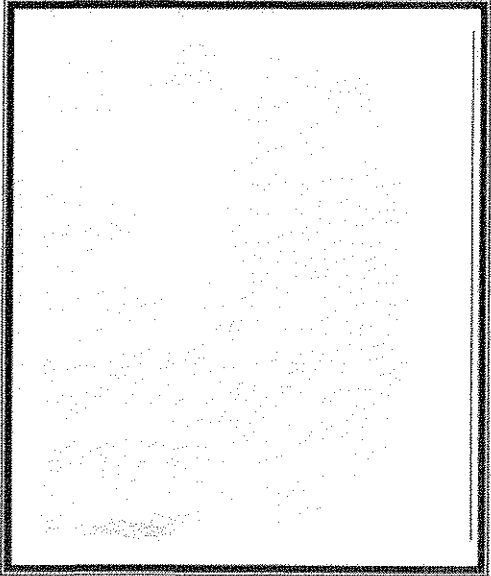
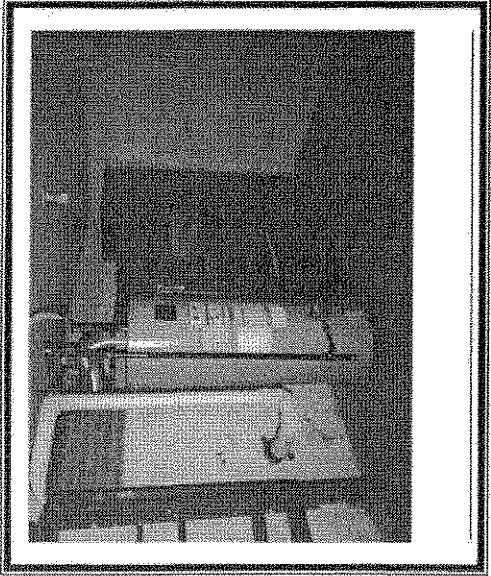
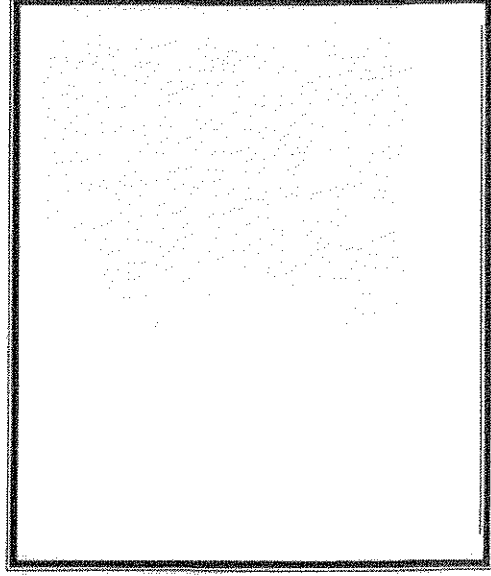
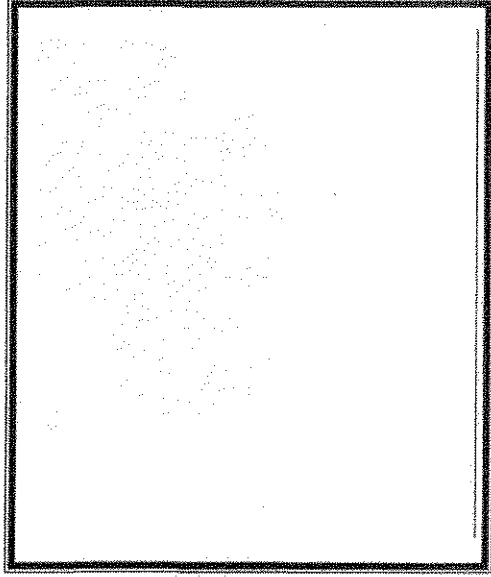
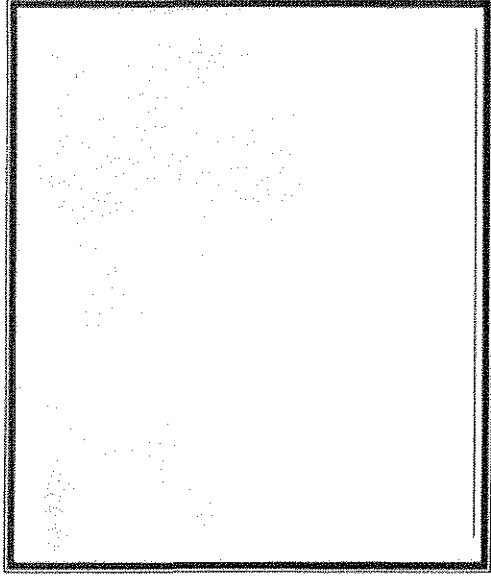
79 Pleasant St.
Concord, NH



Property Photos

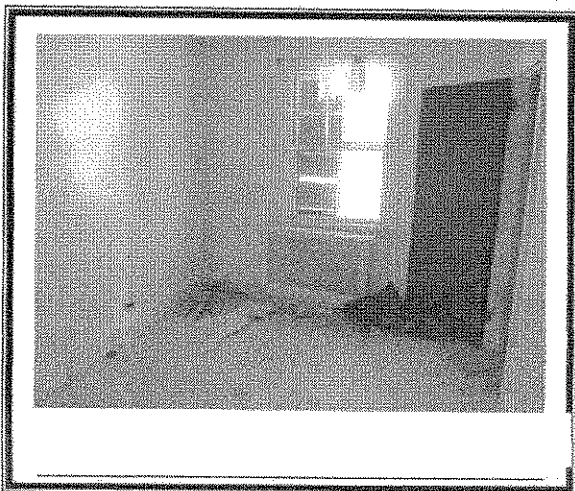
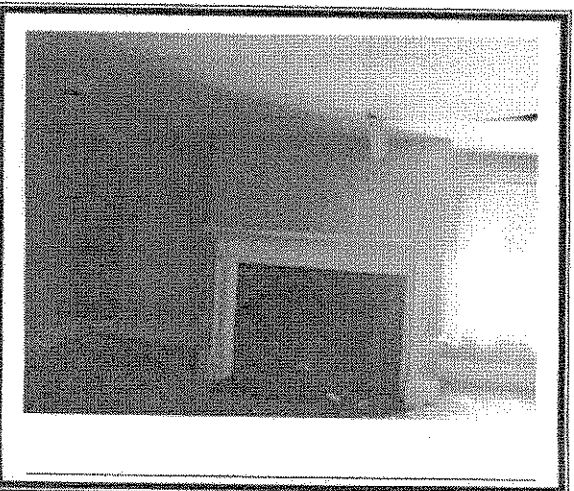
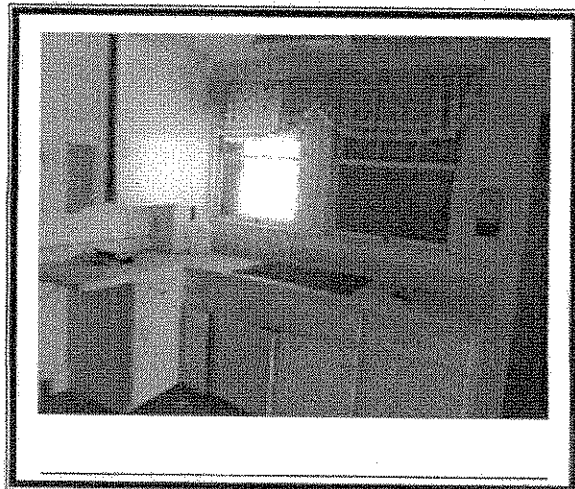
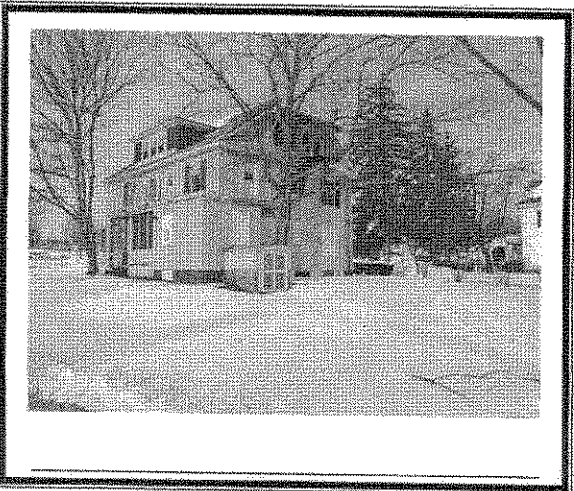
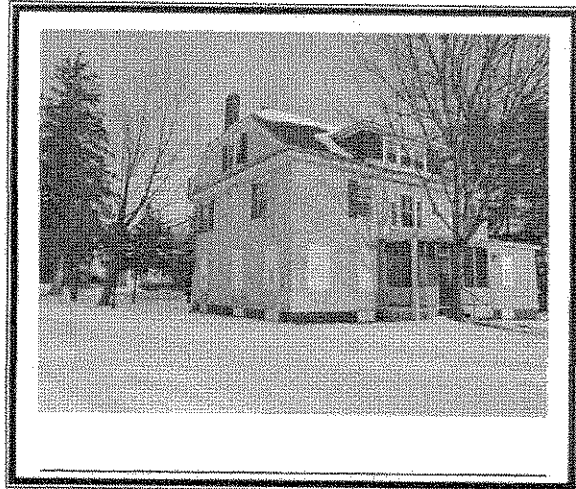
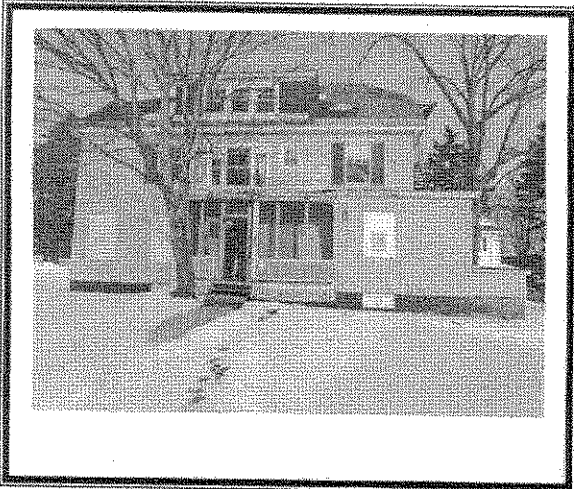


Property Photos

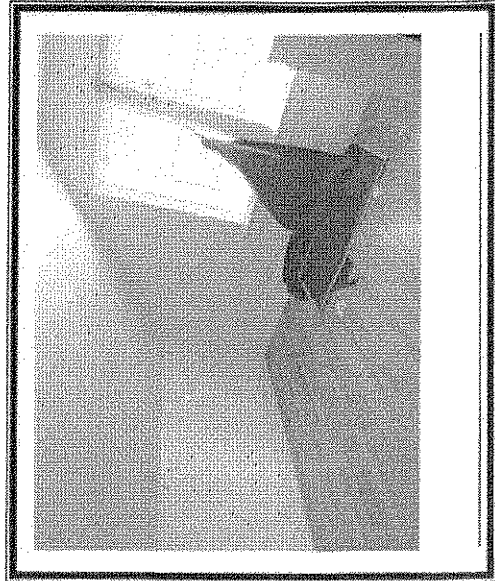
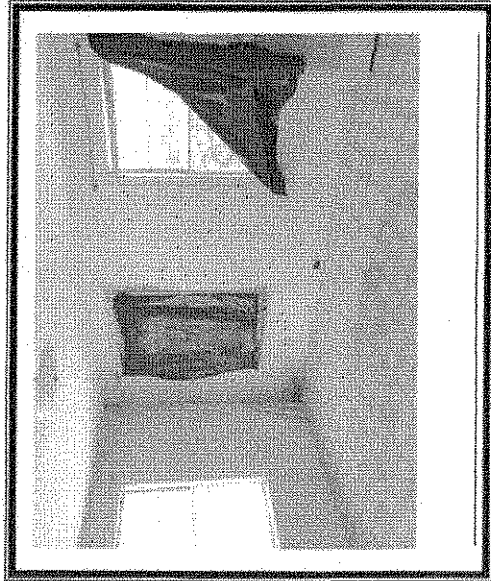
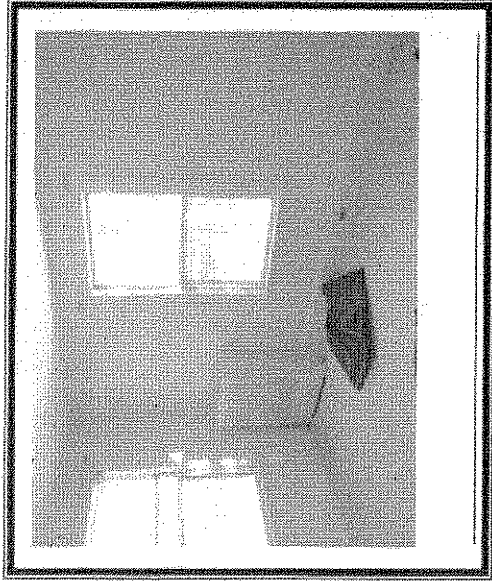
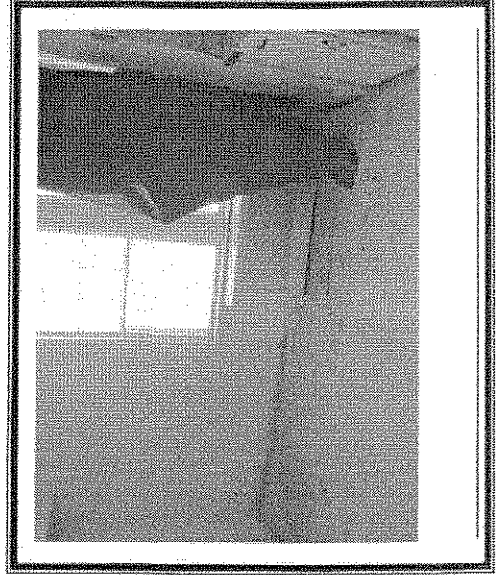
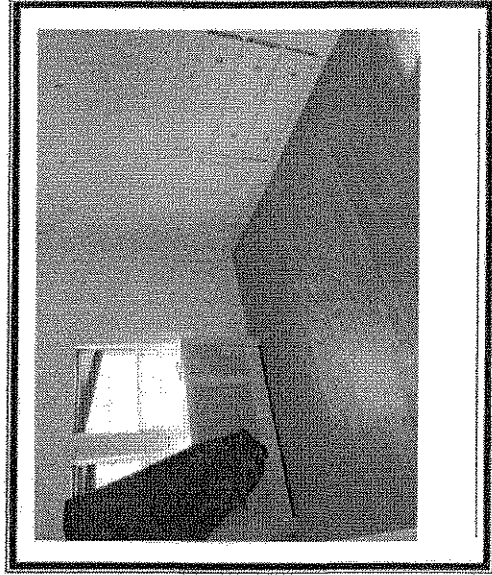
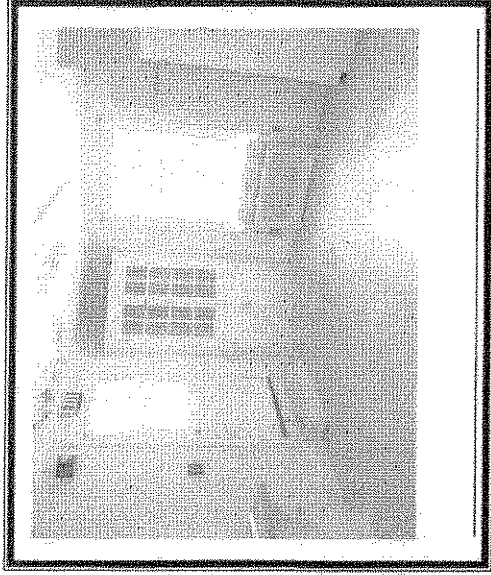


Property Photos

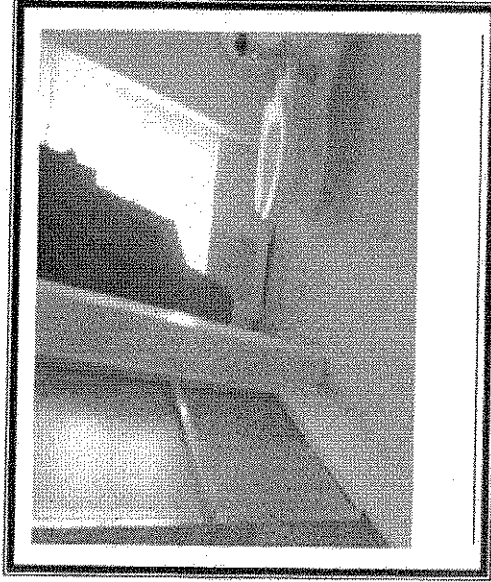
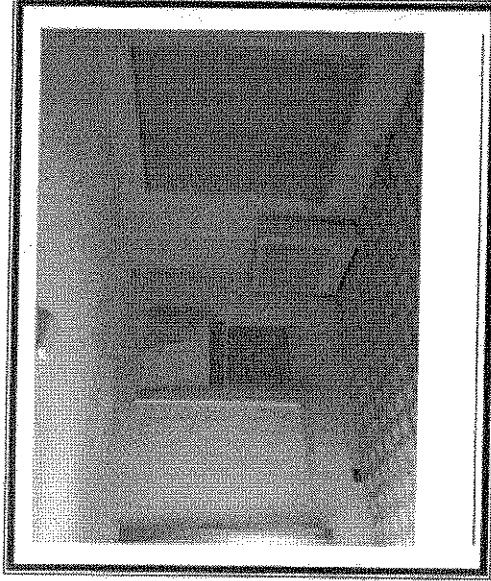
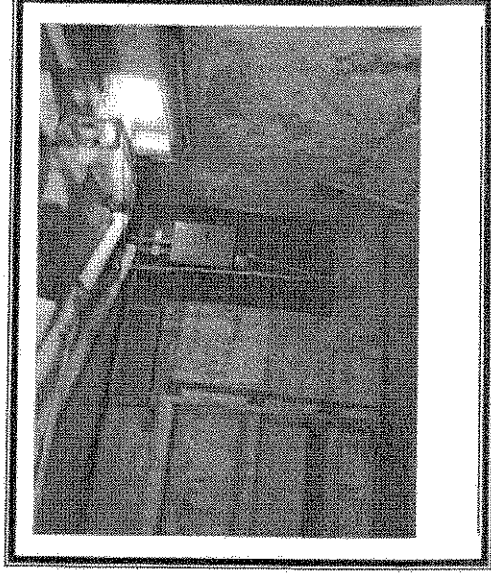
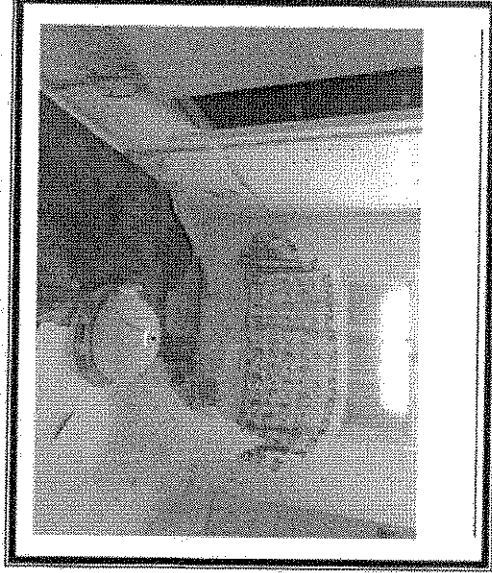
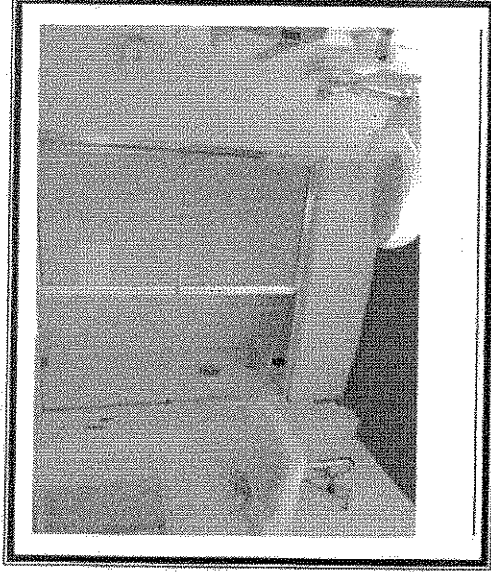
85 Pleasant St.
Concord, NH



Property Photos



Property Photos





Mike Gallo

159 Amory Street, Manchester, NH 03102
Phone: 603-836-0151 Fax: 603-836-0158

February 7, 2013

Thank you for the opportunity to submit a proposal for listing and marketing the properties located at 79 Pleasant St. & 85 Pleasant St., Concord, NH.

I hold a NH Real Estate Broker's License and have enjoyed a 9 year career in real estate sales and am well versed in all aspects of real estate. Memberships/affiliations include the local MLS and Board of Realtors. My clients include Fannie Mae, multiple REO companies, as well as private homeowners, and commercial investors.

I enjoyed our past relationship in helping you dispose of the state's surplus real estate and look forward to once again providing you with our customized services.

Each section within this proposal follows the order of the RFP outline.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Mike Gallo

3.1 Office Location

The office of Gallo Realty Group is located at 159 Amory St, Manchester, NH which is approximately 17 miles from the center of Concord, NH and the subject properties at 79 Pleasant St & 85 Pleasant St, Concord, NH. Our proximity to Concord provides easy access and the ability to meet with potential buyers or state personnel on short notice when necessary. Gallo Realty Group holds the real estate licenses of 10 agents along with employing 2 full-time broker's assistants.

3.2 Experience, Capacity, and References

Experience

- April 2012 – Successfully marketed and sold a single family home for the State of NH located at 1164 River Rd, Manchester, NH
- December 2011 – Successfully marketed and sold a single family home for the State of NH located at 1188 River Rd, Manchester, NH
- Marketed and sold in excess of 200 residential REO properties and private sales over the past 4 years.

Capacity

Gallo Realty Group holds the real estate licenses of 10 agents along with employing 2 full-time broker's assistants.

References

See following pages for reference exhibit.

EXHIBIT - BUSINESS/CORPORATE REFERENCE

This form must be completed by the person giving the reference on the Respondent. For purposes of this form, the Respondent is the business entity that currently or has previously provided services to your organization, and is submitting a reply to a solicitation. Upon completion of this form, please return original to Respondent. **NOTE TO RESPONDENT:** the Department reserves the right to contact the reference, if deemed necessary.

This business reference is for (Respondent's Name): Galle Realty Group / Mike Galle

Name of the person providing the reference: John Marino

Title of person providing the reference: President

Organization name of person providing the reference: Acs New England

Telephone number of the person providing the reference: 866-910-1758

Please identify your or your organization's relationship with the Respondent (e.g., subcontractor, customer, etc.).

Customer

How many years have you done business with the Respondent? 7

Please provide dates: 2005 - Current

If a customer, please describe the service(s) that the Respondent has provided and at least one corresponding property.

Sold property @ 252 Broad St Nashua NH

Did the Respondent act as a primary provider or as a subcontractor? Master

Do you have a business, profession, or interest in the Respondent's organization? If yes, what is that interest?

NO

Have you experienced any contract performance problems with the Respondent's organization?

NO

Would you conduct business with the Respondent's organization again? Yes

Are there any additional comments you would like to make regarding the Respondent's organization?

GREAT Company to work with

Dated this 7th day of February 2013

Name of Organization: Acs New England

Signed by: [Signature]

Print Name: John Marino

Being duly sworn deposes and says that the information herein is true and sufficiently complete so as not to be misleading.

State of New Hampshire

County of Hillsborough

Signed and sworn to (or affirmed) before me this 7th day of February 2013 by the signor named above.

Notary Public: Susan E. Slank

My Commission Expires: 8/22/17

EXHIBIT - BUSINESS/CORPORATE REFERENCE

This form must be completed by the person giving the reference on the Respondent. For purposes of this form, the Respondent is the business entity that currently or has previously provided services to your organization, and is submitting a reply to a solicitation. Upon completion of this form, please return original to Respondent. **NOTE TO RESPONDENT:** the Department reserves the right to contact the reference, if deemed necessary.

This business reference is for (Respondent's Name):

Gallo Realty Group/ Mike Gallo

Name of the person providing the reference:

Rene Thompson

Title of person providing the reference:

Organization name of person providing the reference:

N/A

Telephone number of the person providing the reference:

603-329-6821

Please identify your or your organization's relationship with the Respondent (e.g., subcontractor, customer, etc.).

Client

How many years have you done business with the Respondent?

2 1/2 years

Please provide dates:

May, 2010 to present

If a customer, please describe the service(s) that the Respondent has provided and at least one corresponding property.

listed and sold property at 130 Cartland Rd. Lee, NH

Did the Respondent act as a primary provider or as a subcontractor?

provider

Do you have a business, profession, or interest in the Respondent's organization? If yes, what is that interest?

no

Have you experienced any contract performance problems with the Respondent's organization?

no

Would you conduct business with the Respondent's organization again?

yes - absolutely

Are there any additional comments you would like to make regarding the Respondent's organization?

Mike Gallo and Susan have been a pleasure to deal with. They both are professional, reliable and reputable.

Dated this 6th day of February 2013

Name of Organization:

N/A

Signed by:

Rene P. Thompson

Print Name:

Rene P. Thompson

Being duly sworn deposes and says that the information herein is true and sufficiently complete so as not to be misleading.

State of

New Hampshire

County of

Hillsborough

Signed and sworn to (or affirmed) before me this 6th day of February 2013 by the signor named above.

Notary Public:

Susan E. Stark

My Commission Expires:

8/22/17

3.3 Current Strategic Approach with Other Clients

Experience is detailed in above section. We've had good success with past real estate sales in particular within the REO market. The subject properties are similar to REO properties with respect to condition and need for rehab.

We have an on-going relationship with many developers/investors who are interested in rehabbing residential properties who will be immediately contacted upon receiving these listings.

3.4 Licensure by Real Estate Commission

See following pages for Real Estate License and Certificate of Good Standing

Commissioners
Paul A. Lipnick
William E. Barry
Daniel S. Jones
David C. Dunn
James R. Therrien

Beth A. Edes
Executive Director



New Hampshire
REAL ESTATE COMMISSION

I certify that the below named company is duly licensed to practice real estate in the State of New Hampshire

Name: Gallo Realty Group NH LLC #065047

Address: 159 Amory St.
Manchester, NH 03102

Original License Issued: 09/24/10

Expiration Date: 09/24/14

I further certify that, to the best of my knowledge, this Company has had no complaints made against it that have not been satisfactorily disposed of by the New Hampshire Real Estate Commission.

Dated at Concord, New Hampshire this 18th day of October, 2012.



Beth A. Edes

Beth A. Edes
Executive Director

64 South Street • Concord, NH 03301-3670 • (603) 271-2701 • FAX (603) 271-1039

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

<http://www.state.nh.us/nhrec>

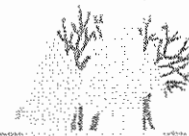
email: nhrec@nhrec.state.nh.us

Commissioners
Paul A. Lipnick
William E. Barry
Daniel S. Jones
David C. Dunn
James R. Therrien

Beth A. Edes
Executive Director



New Hampshire



REAL ESTATE COMMISSION

I certify that the below named person is duly licensed to practice real estate in the State of New Hampshire.

Name: Michael R. Gallo #062149

Address: 95 South Rd.
Deerfield, NH 03037

Salesperson's license: 05/10/04 Obtained by: Examination

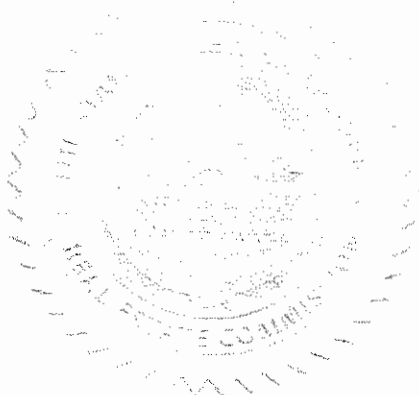
Broker's license: 01/12/06 Obtained by: Examination

Expiration Date: 01/12/14

Disciplinary Action: Settlement Agreement - Disciplinary Fine
\$1,000 paid, a completed 3hr. C.E. course on Ethics and a 3hr. C.E. course on contracts.

I further certify that, to the best of my knowledge, this individual has had no complaints made against him/her that have not been satisfactorily disposed of by the New Hampshire Real Estate Commission.

Dated at Concord, New Hampshire this 23rd day of July, 2012



Beth A. Edes
Executive Director

64 South Street • Concord, NH 03301-3670 • (603) 271-2701 • FAX (603) 271-1039

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

<http://www.state.nh.us/nhrec>

email: nhrec@nhrec.state.nh.us

3.7 Qualification to do Business

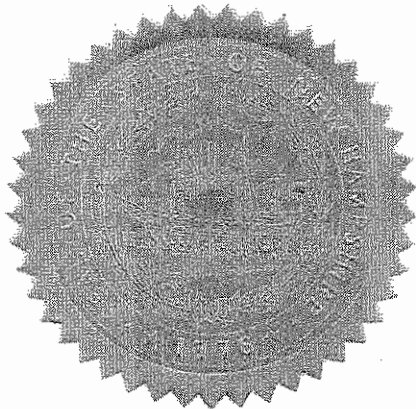
See following page

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 Gallo Realty Group NH, LLC is a New Hampshire limited liability company formed on September 24, 2010. 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 11th day of October, A.D. 2012

A handwritten signature in dark ink, appearing to read "Wm Gardner", written in a cursive style.

William M. Gardner
Secretary of State

3.8 Pending Litigation

No pending litigation. A past minor disciplinary action was resolved in 2011. Settlement Agreement immediately follows.

BEFORE THE
NEW HAMPSHIRE REAL ESTATE COMMISSION
CONCORD NH 03301

In the Matter of:

File No. File No. 2010-026 Wayne Sapurka v. Michael R. Gallo

Allegations: RSA 331-A:25-b, 1 (b, 2)

SETTLEMENT AGREEMENT

In order to avoid the delay and expense of further proceedings and to promote the best interests of the public and the practice of real estate, the New Hampshire Real Estate Commission ("Commission") and Michael R. Gallo ("the Licensee" or "the Respondent"), a real estate broker currently licensed by the Commission until 1/12/12, agree to resolve certain allegations of professional misconduct now pending before the Commission in accordance with the following terms and conditions:

1. The parties stipulate that the Commission has jurisdiction to institute a disciplinary proceeding against the Respondent pursuant to RSA 331-A:29, I and RSA 541-A:31, V, and if such a proceeding were commenced, the allegations against the Respondent would be:

A bank owned property was listed by Respondent Mike Gallo for \$63,900. On November 11, 2009 a buyer made a \$64,000 cash no contingencies offer which was verbally accepted by the seller via email from the asset manager. The next day on November 12, 2009 Complainant through his buyer-agent made a similar \$64,000 cash no contingencies offer for the property. The first buyer assigned the purchase and sales agreement ("P&S") contract to another buyer for \$3,000 who with no knowledge that Complainant had already attempted to purchase the property through a buyer-agent attempted to sell it to Complainant as an abutter to the property.

Respondent Mike Gallo in his reply indicates "Seller doesn't entertain offers while one is accepted". The Commission investigator spoke to Respondent Mike Gallo who admitted that he did not present Complainant's offer to the seller, and when the first offer and its assignment fell apart due to a delay to clear up a title problem, Respondent did not contact Complainant or Complainant's buyer-agent but rather called another investor directly (no co-broke) and sold it to him for \$56,000. Respondent's seller client could have received \$8,000 more for the property if Respondent Mike Gallo had presented Complainant's offer or considered the Complainant's offer when the first offer fell apart. Respondent Mike Gallo indicated that he had 3 total offers on the property (the first offer with its assignment that fell apart, Complainant's offer, and the offer from the investor which closed).

2. The Respondent acknowledges and does not contest the allegations described in Paragraph 1 above.
3. The Respondent consents to the Commission imposing the following discipline, pursuant to RSA 331-A:28, I. The Respondent shall pay a disciplinary fine in the amount of one-thousand dollars (\$1,000) to the New Hampshire Real Estate Commission, payable to the Treasurer State of New Hampshire within one-hundred and twenty (120) days of the effective date of this Settlement Agreement; and show proof of full attendance at a New Hampshire Real Estate Commission accredited 3-hour continuing education course about Ethics and a 3-hour continuing education course about Contracts (these continuing education courses are to be completed by classroom delivery method only and are not to be counted towards Respondent's

continuing education requirements) within one-hundred and eighty (180) days of the effective date of this Settlement Agreement. Failure to comply with this disciplinary Settlement Agreement will result in the suspension of Respondent's real estate license until the fine is paid and the course is completed.

4. The Respondent's failure to adhere to any requirement imposed by this Agreement shall be a separate and sufficient ground for disciplinary action by the Commission.
5. Except as provided in Item 3 and 4 above, this Agreement shall forever bar further disciplinary action or other adverse action by the Commission based upon the specific allegations described above in Paragraph 1, provided, however, that this Agreement may be considered by the Commission in determining whether the Respondent has engaged in a pattern of misconduct, or in determining the nature of any sanctions which may be imposed in any subsequent disciplinary proceeding arising out of different misconduct allegations.
6. The Respondent voluntarily signs this Settlement Agreement and states that no promises or representations have been made to her/him other than those terms and conditions expressly stated herein.
7. Respondent understands that her/his action in entering into this agreement is a final act and not subject to reconsideration or judicial review or appeal.
8. Respondent has had the opportunity to seek and obtain the advice of an attorney of her/his choosing in connection with her/his decision to enter into this Agreement.
9. Respondent understands that the Commission must review and accept the terms of this Agreement. If the Commission rejects any portion, the entire Agreement shall be

null and void. Respondent specifically waives any claims that any disclosures made to the Commission during its review of this Agreement have prejudiced her/his right to a fair and impartial hearing in the future if this Agreement is not accepted by the Commission.


10. Respondent certifies that she/he has read this document titled Settlement Agreement. Respondent understands that she/he has the right to a formal adjudicatory hearing concerning this matter and that at said hearing she/he would possess the rights to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on her/his own behalf, to contest the allegations, to present oral argument, and to appeal to the courts. Further, Respondent fully understands the nature, qualities and dimensions of these rights. Respondent understands that by signing this Agreement, she/he waives these rights as they pertain to the misconduct described herein.
11. The effective date of this Agreement shall be on the date it is signed by the representative of the Commission shown below.

For the Respondent

I, Michael R. Gallo, have reviewed the forgoing Settlement Agreement settling misconduct allegations pending against me, and, of my own free will and without duress, and being knowledgeable about all of the consequences, admit to the validity thereof, and agree to all of the terms of this Settlement Agreement. Further, I knowingly and freely waive my right to further notice, opportunity for hearing, substantial evidence, and

findings and conclusions with regard to the allegations, which have been settled by the terms of this Settlement Agreement.

Dated: 5/16/11, 2011


Michael R. Gallo
Respondent

On this 16th day of May, A.D. 2011
personally appeared the person who subscribe to the following instrument and acknowledged the same as her/his voluntary act and deed before me.


Justice of the Peace/Notary Public

My commission expires:

SUSAN E. SLARK, Notary Public
My Commission Expires August 22, 2012

For the Commission

Dated: June 21, 2011


Beth A. Edes
Executive Director
of the NH Real Estate Commission

3.9 State of NH Vendor Application

Vendor number is 222570.

3.10 Department affidavit

State of NH Bid Affidavit immediately follows.

STATE OF NEW HAMPSHIRE BID AFFIDAVIT FORM - SUBMIT ORIGINAL WITH PROPOSAL
RFP FMA 2013-07

Date: 2/7/13

Company Name: Gallo Realty Group
Address: 159 Amory St
MANCHESTER, NH 03102

In accordance with RSA 21-I:11-c, the undersigned bidder certifies that neither the bidder nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):

- (1) Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
- (2) Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
- (3) Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
- (4) Is currently debarred from performing work on any project of the federal government or the government of any state;
- (5) Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
- (6) Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
- (7) Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
- (8) Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
- (9) Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
- (10) Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

The Bidder has read and fully understands this form.

Authorized Signor's Name Printed Mike Gallo
Authorized Signor's Signature [Signature]
Authorized Signor's Title Broker

NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: Hillsborough STATE: NH ZIP: 03104

On the 7th day of February, 2013, personally appeared before me, the above named Mike Gallo in his/her capacity as authorized representative of Gallo Realty Group known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

In witness thereof, I hereunto set my hand and official seal.

Susan E. Slank
(Notary Public/Justice of the Peace)

My commission expires: 8/22/17 (Date)

5.2A Services

We have regular contact with and have done business with a network of the top 3-5 investors/rehabbers in Southern NH. We will immediately contact this network of investors in an effort to market the subject properties. We possess the expertise to convert a lead to a sale.

We are readily available to attend meetings with state personnel to discuss the listing throughout the duration of the assignment.

As mentioned in section 3.2 of this proposal, Gallo Realty Group successfully marketed and sold, based on our recommended list price, 2 residential properties for the State of NH within the past 14 months. One of the properties sold over asking price.

Our listings are advertised through the local MLS, on multiple websites and in local newspapers. We subscribe to "enhanced listings" through Realtor.com which showcases our listings by putting them at the top of the search. We also subscribe to ListHub.com which puts our listings on multiple well known websites.

Gallo Realty Group will serve as a liaison between state personnel and a prospective buyer for an effective and smooth transaction.

5.2B Market Analysis

The subject properties located at 79 & 85 Pleasant St, Concord, NH are 2 separate buildings each situated on their own lot.

79 Pleasant St (Map 37, Block 6, Lot 17) is a 2 story wood frame building, containing 2428 sq. ft. and was built in 1859. This building has 9 rooms with 2 bathrooms, wood clapboard exterior, a slate roof, full unfinished basement, and a detached 1 car garage. The subject site is .14 ac and has a shared driveway with an abutting property via a right of way easement. This building needs complete rehab; cost to rehab is estimated to be \$100,000.

85 Pleasant St (Map 37, Block 6, Lot 19) is a 3 story wood frame building containing 3,330 sq. ft. and was built in 1913, and sits on a full basement. The building has 15 rooms with 2 bathrooms, wood shingle exterior, and a slate roof. The subject site is .34 ac with no direct frontage on Pleasant St. The property is accessed by a right of way easement over the driveway of an abutting property. This building also needs complete rehab; cost to rehab is estimated to be \$100,000.

The zoning classification in this location is "Neighborhood Residential" (RN) which allows for Residential uses including single family and 2 family dwellings, elderly housing and an assisted living facility. Although the 2 latter uses are legally permitted in this zone, the small lot size of each property limits the allowable sleeping units resulting in these uses being unfeasible. Per the Zoning Administrator of the City of Concord, the subject properties are best suited for single family dwellings. All other uses would require "zoning relief" from the City of Concord. The "highest and best" use for the subject properties is single family residential.

A search of the market for comparable properties revealed the following sold comps: (see following pages for comp printouts)

- Sold Comp #1: 101A South St, Concord – Sale Price \$131,000; closed 1/4/13; 2123 sq. ft.; built in 1880; 9 rooms, 2 bathrooms, 2 car detached garage, fair condition, located .85 mi from subject.

Comments: Similar zoning classification, located within reasonable proximity to the subject.

- Sold Comp #2: 3 Walker St, Concord – Sale Price \$100,000; closed 7/31/12; 2,088 sq. ft.; 8 rooms, 2 bathrooms; average condition; built in 1900; located 1 mi. from subject.

Comments: Similar zoning classification, located within reasonable proximity to the subject, superior condition.

- Sold Comp #3: 73 Broadway St, Concord – Sale Price \$142,900; closed 1/27/12; 1,776 sq. ft., 7 rooms, 1.5 baths; average/fair condition; built in 1905; 2 car detached garage.

Comments: Similar zoning classification, located within close proximity to the subject, superior condition.

- Sold Comp #4: 362 N. State St, Concord – Sale Price \$130,000; closed 2/10/12; 1,777 sq. ft.; 8 rooms, 2.5 baths; average/fair condition; 1 car detached garage.

Comments: Similar zoning classification, located within reasonable proximity to the subject, superior condition.

- Sold Comp #5: 36 Federal St, Concord – Sale Price \$115,800; closed 12/21/12; 1892 sq. ft.; 7 rooms, 2 baths; good condition; located .18 mi from subject.

Comments: Superior condition, located within close proximity to subject.

- Sold Comp #6: 17 Federal St, Concord – Sale Price \$134,000; closed 12/19/12; 1781 sq. ft.; 8 rooms, 2 baths; average condition; located .16 mi from subject.

Comments: Similar zoning classification, located within reasonable proximity to the subject, superior condition.

- Sold Comp #7: 88 Centre St, Concord – Sale Price \$132,500; closed 11/15/12; 1609 sq. ft.; 6 rooms, 1 bath; average condition; located .50 mi from subject.

Comments: Similar zoning classification, superior condition, located within close proximity to subject.

Valuation: Based on the above sales data, the "as-is" value for 79 Pleasant St is estimated to be \$85,000. A reasonable list price for this property is \$89,900. Due to the larger square footage of 85 Pleasant St, the "as-is" value is estimated to be \$100,000. with a list price of \$104,900. An asking price slightly higher than market value leaves room for negotiations with a buyer. Both properties have a likely marketing time of approximately 6 months. All comps are located in areas with a similar zoning classification as the subject. The comps would be adjusted for differences including condition, square footage, and amenities. The extensive rehab needed substantially reduces the value of each of the subject properties.

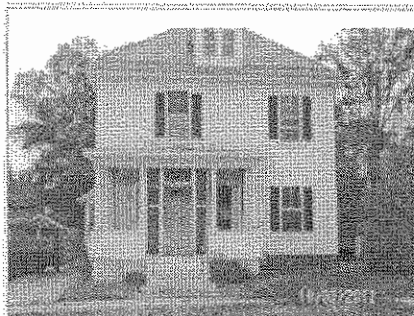
Landscaping, fresh exterior paint, replacement of rotted exterior wood, and replacement of windows would improve the curb appeal of both buildings and enhance the marketability. Removal of existing shutters or replacement of missing shutters at 85 Pleasant St would also be beneficial.

Due to the historical significance of both properties, they will be marketed subject to a historical preservation easement restricting renovations to the exterior of each building for a period of 7 years.

Residential
4189832 Closed101A South Street
Concord, New Hampshire 03301

L \$134,900

C\$131,000



Zoning:	RN	Rooms:	9
Year Built:	1980	Bedrooms:	4
Color:		Total Baths:	2
Gross Taxes:	\$ 4,396.01	Full:	2
Taxes TBD:	No	3/4 Baths:	0
Tax Year:	2011	1/2 Baths:	0
Monthly Assoc. \$:	\$	Garage Capacity:	2
Lot Acre:	.23	Garage Type:	Detached
Lot SqFt:	10,019	Total Fin SqFt:	2,123
Common Land Acres:		Apx Fin Above Grd:	2,123
Road Frontage:	TBD	Apx Fin Below Grd:	0
		Apx Ttl Below Grd:	0
Water Frontage:		Foot Print:	
Water Acc Type:	2	Flood Zone:	Unknown
# of Stories:		Style:	Colonial, New Englander
Basement:	Yes / Walkup		

Water Body Type:		Water Body Restr.:		Surveyed:	Unknown	Seasonal:	No
Water Body Name:		Current/Land Use:		Land Gains:		Owned Land:	

Parcel Access ROW: ROW for other Parcel: ROW Width: ROW Length:

Public Rems: Here is a project well worth the effort. Prime location on South Street. Home that is just calling out to be renovated. Colonial with front porch and detached garage. Spacious foyer and parlor rooms and so much more. Seller has never occupied the property, no property condition disclosure is available. Due to condition, no utilities can be introduced to property for inspection purposes.

Directions: MAIN ST TO WEST ST TO SOUTH ST

ROOM	DIMS	LEVEL	ROOM	DIMS	LEVEL	FLOOR	BR	FB	3/4	1/2	1/4
Living Rm			Master BR			1st					
Kitchen			2nd BR			2nd					
Dining Rm			3rd BR			3rd					
Family Rm			4th BR			4th					
Office/Study			5th BR			Basmt					
Utility Rm			Den								

Assoc Amenities:

Interior Feat.:

Exterior Feat.:

Basement: Full

Equip./Appl.:

Driveway: Paved

Construction: Wood Frame

Financing:

Floors:

Garage/Park:

Heat Fuel: Gas-Natural

Roads: Public

Sewer: Public

Suitable Land Use:

Fee Includes:

Disability:

Negotiable:

Excl Sale:

Possession:

Electric:

Exterior:

Foundation:

Heating/Cool:

Lot Desc:

Occ. Restrictions:

Roof:

Water:

Circuit Breaker(s)

Clapboard

Granite

Steam

City Lot, Level

State

Public

Water Heater: Gas-Natural

Building Certs:

Docs Available:

Tax Rate:

Tax Class:

Covenant: Unknown

Recorded Deed: Foreclosure

Map/Block/Lot: 22 / 7

Devel/Subdiv:

District:

Elem Sch:

Fuel Co:

Timeshare/Fract. Ownship:

Assmt:

Source SqFt:

Book/Pg: 3336 / 0744

Property ID:

Const. Status: Existing

High Sch:

Cable:

Phone Co:

Weeks:

Assmt Yr:

County: Merrimack

Plan/Survey:

SPAN # (VT):

Home Energy Rating Index:

Jr./Mid Sch:

Electric Co:

Resort:

Timeshare %:

Closed Date: 01/04/2013

DOM/DUC: 11 / 83

PREPARED BY

Susan Stark

Email: susan@gallorealtygroup.com

Gallo Realty Group, NH

Off. Ph#: (603) 836-0151

159 Amory Street

Agt. Ph#: (603) 836-0151 ext.

Manchester, NH 03102

Cell Ph#: () -

Lister: Peggy Knoetner of BHG Masiello Bedford

Fax Ph#: (603) 836-0150



www.GalloRealtyGroup.com

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01/15/2013 01:07 PM Printed By: Susan Stark

Residential
4145249 Closed1 Walker Street
Concord, New Hampshire 03301

L \$125,000

CS\$100,000



Zoning: RN
 Year Built: 1900
 Color: tan
 Gross Taxes: \$ 5,080.00
 Taxes TBD: No
 Tax Year: 2011
 Monthly Assoc. \$: \$
 Lot Acre: .06
 Lot SqFt: 2,614
 Common Land Acres:
 Road Frontage: Yes / 0
 Water Frontage:
 Water Acc Type:
 # of Stories: 1 1/2
 Basement: Yes / Interior

Rooms: 8
 Bedrooms: 4
 Total Baths: 2
 Full: 2
 3/4 Baths: 0
 1/2 Baths: 0
 Garage Capacity: 0
 Garage Type: None
 Total Fin SqFt: 2,088
 Apx Fin Above Grd: 2,088
 Apx Fin Below Grd: 0
 Apx Ttl Below Grd: 1,008
 Foot Print:
 Flood Zone:
 Style: Unknown
 New Englander

Water Body Type: Water Body Restr.: Surveyed: Unknown Seasonal: No
 Water Body Name: Current/Land Use: Land Gains: Owned Land:

Parcel Access ROW: ROW for other Parcel: ROW Width: ROW Length:
 Public Remarks: Fannie Mae owned home being sold AS IS. Property is eligible for HomePath renovation financing with as little as 3% down. Property has a one bedroom unit on the 1st floor and an undocumented 2nd floor unit with 2 bedrooms. Each unit has living room, kitchen, full bath, laundry and deck.

Directions:

ROOM	DIMS	LEVEL	ROOM	DIMS	LEVEL	FLOOR	BR	FB	3/4	1/2	1/4
Living Rm		1	Master BR		1	1st	1	1			
Kitchen		1	2nd BR		2	2nd	2	1			
Dining Rm			3rd BR		2	3rd					
Family Rm		2	4th BR			4th					
Office/Study			5th BR			Bsmt					
Utility Rm			Den								
kitchen		2									

Assoc Amenities:

Interior Feat:

Exterior Feat:

Basement: Concrete

Equip./Appl.:

Driveway: Paved

Construction: Existing

Financing:

Floors:

Garage/Park:

Heat Fuel: Gas-Natural

Roads: Paved

Sewer: Public

Suitable Land Use:

Fee Includes:

Disability:

Negotiable:

Excl Sale:

Tax Rate: \$23.16

Tax Class:

Covenant: Unknown

Recorded Deed: Warranty

Map/Block/Lot: 60/ 1/ 16

Devel/Subdiv:

District:

Elem Sch:

Fuel Co:

Timeshare/Fract. Ownrshp:

Possession:

Electric:

Exterior:

Foundation:

Heating/Cool:

Lot Desc:

Occ. Restrictions:

Roof:

Water:

Water Heater:

Building Certs:

Docs Available:

Circuit Breaker(s)

Clapboard

Granite, Stone

Hot Water

City/Lot, Level

Shingle-Asphalt

Public

Gas-Natural

Closed Date: 07/31/2012

DOM/DUC: 10 / 110

PREPARED BY

Susan Stark

Gallo Realty Group, NH

159 Amory Street

Manchester, NH 03102

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Residential
4107554 Closed73 Broadway
Concord, New Hampshire 03301

L \$144,900

CS142,900



Zoning: RT
 Year Built: 1905
 Color: Blue
 Gross Taxes: \$ 4,849.72
 Taxes TBD: No
 Tax Year: 2010
 Monthly Assoc.\$: \$
 Lot Acre: .19
 Lot SqFt: 8,278
 Common Land Acres:
 Road Frontage: Yes/ 70
 Water Frontage:
 Water Acc Type:
 # of Stories: 2
 Basement: Yes /
 Rooms: 7
 Bedrooms: 3
 Total Baths: 2
 Full: 1
 3/4 Baths: 0
 1/2 Baths: 1
 Garage Capacity: 2
 Garage Type: Detached
 Total Fin SqFt: 1,776
 Apx Fin Above Grd: 1,776
 Apx Fin Below Grd: 0
 Apx Ttl Below Grd:
 Foot Print:
 Flood Zone: Unknown
 Style: Colonial

Water Body Type:
 Water Body Name:
 Water Body Restr.:
 Current Land Use: No
 Surveyed:
 Land Gains: Unknown
 Seasonal:
 Owned Land: No

Parcel Access ROW:
 Public Rems: This 2 story hip roof colonial needs some updating, but with features including 1700 square feet of living space, hardwood floors, fireplace living room, 3 spacious bedrooms, formal dining room, front foyer w/staircase and detached 2 story carriage house all sited on a nice lot just a stone's throw to Rollins Park and schools, should be well worth the effort.
 ROW for other Parcel:
 ROW Width:
 ROW Length:

Directions: McKee Square to Broadway											
ROOM	DIMS	LEVEL	ROOM	DIMS	LEVEL	FLOOR	BR	FB	3/4	1/2	1/4
Living Rm	15x15	1	Master BR	12x18	2	1st				1	
Kitchen	9x18	1	2nd BR	12x12	2	2nd	3	1			
Dining Rm	13x23	1	3rd BR	12x13	2	3rd					
Family Rm			4th BR			4th					
Office/Study	9x10	2	5th BR			Basmt					
Utility Rm			Den								

Assoc Amenities:
 Interior Feat.: Attic, Eat-in Kitchen, Fireplace-Wood, Foyer, Gas Heat Stove, Laundry Hook-ups, Library, Living Room, 1 Fireplace
 Exterior Feat.: Barn, Porch, Porch-Enclosed, Storm Windows
 Basement: Bulkhead, Full, Unfinished
 Equip./Appl.:
 Driveway: Paved
 Construction: Existing, Wood Frame
 Financing:
 Floors: Carpet, Hardwood, Vinyl
 Garage/Park: 4 Parking Spaces, Detached
 Heat Fuel: Gas-Natural
 Roads: Public
 Sewer: Public
 Suitable Land Use:
 Fee Includes:
 Disability:
 Negotiable:
 Excl Sale:
 Possession: At Closing
 Electric: Circuit Breaker(s)
 Exterior: Aluminum, Wood
 Foundation: Brick
 Heating/Cool: Steam
 Lot Desc: City Lot, Level
 Occ. Restrictions:
 Roof: Shingle-Asphalt
 Water: Public
 Water Heater: Gas-Natural
 Building Certs:
 Docs Available: Dead, Property Disclosure

Tax Rate:
 Tax Class:
 Covenant: No
 Recorded Deed: Warranty
 Map/Bick/Lot: 17 / 15
 Devel/Subdiv:
 District: Concord
 Elem Sch: Concord Elementary School
 Fuel Co:
 Timeshare/Fract. Ownrshp:
 Assmt:
 Source SqFt: Muni
 Book/Pg: 1261 / 112
 Property ID:
 Const. Status: Existing
 High Sch: Concord High School
 Cable:
 Phone Co:
 # Weeks:
 Assmt Yr:
 County: Merrimack
 Plan/Survey:
 SPAN # (VT):
 Home Energy Rating Index:
 Jr./Mid Sch: Rundlett Middle School
 Electric Co:
 Resort: No
 Timeshare %:

Closed Date: 01/27/2012

DOM/DUC: 57 / 24

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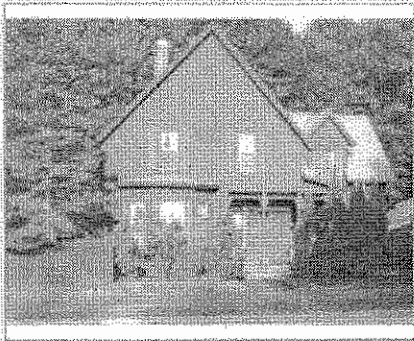
Displaying matches 1 through 7 of 7

Residential
4118155 Closed

362 N STATE STREET
Concord, New Hampshire 03301

L \$139,900

C\$130,000



Zoning: RN
Year Built: 1900
Color:
Gross Taxes: \$ 4,757.00
Taxes TBD: No
Tax Year: 2011
Monthly Assoc.\$: \$
Lot Acre: .32
Lot SqFt: 13,939
Common Land Acres:
Road Frontage: Yes/ 120
Water Frontage:
Water Acc Type:
of Stories: 1 1/2
Basement: Yes / Walkup
Rooms: 8
Bedrooms: 5
Total Baths: 3
Full: 2
3/4 Baths: 0
1/2 Baths: 1
Garage Capacity: 1
Garage Type: Detached
Total Fin SqFt: 2,277
Apx Fin Above Grd: 1,777
Apx Fin Below Grd: 500
Apx Ttl Below Grd: 500
Foot Print:
Flood Zone: Unknown
Style: New Englander

Water Body Type: Water Body Restr.: Current/Land Use: Surveyed: Unknown Seasonal: No
Land Gains: Owned Land:

Parcel Access ROW: ROW for other Parcel: ROW Width: ROW Length:
Public Rems: PRICED TO SELL & this home has lots to offer! Lovely 3 season mahogany porch overlooks large private tree lined fenced yard. Spacious home w/4 to 5 bedrooms, mbr with full bath & whole wall of cedar lined closets. Large eat in kitchen w/plenty of cabinets and storage, hardwood floors, bulls eye moldings, knotty pine, plus dining rm or family rm, living rm w/bay window. Extra room on first floor for office/family room or bedroom. Finished basement, great space for childrens playroom, plus game room w/large built in bar, workshop w/built in bench, laundry room & 1/2 bath. Front patio enclosed by trees. Plenty of parking and 2nd curb out for additional driveway. Storage building. Newer efficient furnace and hot water. Detached garage.

Directions: NORTH ON RT 3 (N STATE STREET) HOME ON RIGHT ACROSS FROM SWENSON GRANITE
ROOM DIMS LEVEL ROOM DIMS LEVEL FLOOR BR FB 3/4 1/2 1/4
Living Rm 1 Master BR 2
Kitchen 1 2nd BR 2
Dining Rm 1 3rd BR 2
Family Rm 1 4th BR 2
Office/Study 5th BR
Utility Rm Den
SCREENED PORCH

Assoc Amenities: Possession: Immediate
Interior Feat.: Cable, Cable Internet, Ceiling Fan, Eat-in Kitchen, Formal Dining Room, Foyer, Laundry Hook-ups, Living Room, Master BR with BA
Exterior Feat.: Out Building, Patio, Porch-Covered, Screened Porch
Basement: Bulkhead, Finished, Full
Equip./Appl.: Dishwasher
Driveway: Common/Shared, Paved
Construction: Existing, Wood Frame
Financing: Electric: 100 Amp, Circuit Breaker(s)
Floors: Carpet, Hardwood, Vinyl
Garage/Park: 4 Parking Spaces, Detached
Heat Fuel: Gas-Natural
Roads: Public
Sewer: Public
Suitable Land Use: Water Heater: Gas-Natural
Fee Includes: Building Certs:
Disability: 1st Floor Full Bathroom, 1st Floor Bedroom
Negotiable: Docs Available:
Excl Sale:

Tax Rate: Assmt: Assmt Yr:
Tax Class: Source SqFt: County: Merrimack
Covenant: No Book/Pg: 636/ 398
Recorded Deed: Warranty Property ID:
Map/Bldg/Lot: 711 A1/5 Const. Status: Existing
Devel/Subdiv: High Sch:
District: Cable:
Elem Sch: Phone Co:
Fuel Co: # Weeks:
Timeshare/Fract. Ownrshp:

Closed Date: 02/10/2012 DOM/DUC: 16 / 36

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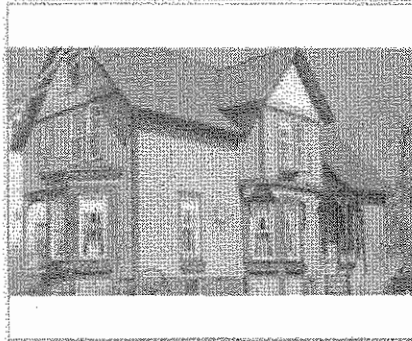
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Residential
4139176 Closed34 Federal Street
Concord, New Hampshire 03301

L \$115,800

C\$115,800



Zoning:	CVP	Rooms:	7
Year Built:	1900	Bedrooms:	4
Color:	Grey	Total Baths:	2
Gross Taxes:	\$ 4,063.92	Full:	2
Taxes TBD:	No	3/4 Baths:	0
Tax Year:	2012	1/2 Baths:	0
Monthly Assoc. \$:	\$	Garage Capacity:	0
Lot Area:	.04	Garage Type:	None
Lot SqFt:	1,742	Total Fin SqFt:	1,692
Common Land Acres:		Apx Fin Above Grd:	1,692
Road Frontage:	Yes/0	Apx Fin Below Grd:	0
		Apx Ttl Below Grd:	0
Water Frontage:		Foot Print:	
Water Acc Type:		Flood Zone:	Unknown
# of Stories:	2 1/2	Style:	New Englander
Basement:	Yes / Walkup		

Water Body Type:		Water Body Restr.:		Surveyed:	Unknown	Seasonal:	No
Water Body Name:		Current/Land Use:		Land Gains:		Owned Land:	

Parcel Access ROW:		ROW for other Parcel:		ROW Width:		ROW Length:	
---------------------------	--	------------------------------	--	-------------------	--	--------------------	--

Public Rems: Endless character in this beautiful 4 Bedroom Victorian, from the molding to the hardwood floors - solid pocket doors to the stained glass windows! You will fall in love! New updates include vinyl windows, roof, heat and gorgeous new bathroom. Subject to third party approval

Directions: Pleasant Street to Federal Building. Take a right onto Federal Street. House on the right.

ROOM	DIMS	LEVEL	ROOM	DIMS	LEVEL	FLOOR	BR	FB	3/4	1/2	1/4
Living Rm	12x15	1	Master BR	12x14	2	1st		1			
Kitchen	13x14	1	2nd BR	10x12	2	2nd	4	1			
Dining Rm	13x18	1	3rd BR	11x13	2	3rd					
Family Rm			4th BR	13x7	2	4th					
Office/Study			5th BR			Basmt					
Utility Rm			Den								

Assoc Amenities:

Interior Feat.:
Exterior Feat.:
Basement: Full, Sump Pump, Unfinished, Walk Up
Equip./Appl.:
Driveway: Paved
Construction: Wood Frame
Financing:
Floors:
Garage/Park:
Heat Fuel: Gas-Natural
Roads: Public
Sewer: Public
Suitable Land Use:
Fee Includes:
Disability:
Negotiable:
Excl Sale:

Possession:

Electric: Circuit Breaker(s)
Exterior: Vinyl
Foundation: Brick, Stone
Heating/Cool: Steam
Lot Desc: City Lot
Occ. Restrictions:
Roof: Other
Water: Public
Water Heater: Gas-Natural
Building Certs:
Docs Available:

Tax Rate:		Assmt:		Assmt Yr:	
Tax Class:		Source SqFt:		County:	Merrimack
Covenant: No		Book/Pg:	2632/ 139	Plan/Survey:	
Recorded Deed: Warranty		Property ID:		SPAN # (VT):	--
Map/Block/Lot: 308 3/ 5		Const. Status: Existing		Home Energy Rating Index:	
Devel/Subdiv:		High Sch:		Jr./Mid Sch:	
District:		Cable:		Electric Co:	
Elem Sch:		Phone Co:		Resort:	
Fuel Co:		# Weeks:		Timeshare %:	
Timeshare/Fract. Ownrshp:					

Closed Date: 12/21/2012 **DOM/DUC:** 200 / 88

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Residential
4180343 Closed17 Federal
Concord, New Hampshire 03301

L \$139,900

C\$134,000



Zoning:	RD	Rooms:	8
Year Built:	1900	Bedrooms:	4
Color:	White	Total Baths:	2
Gross Taxes:	\$ 4,330.90	Full:	1
Taxes TBD:	No	3/4 Baths:	1
Tax Year:	2011	1/2 Baths:	0
Monthly Assoc. \$:	\$	Garage Capacity:	0
Lot Acre:	.06	Garage Type:	None
Lot SqFt:	2,814	Total Fin SqFt:	1,781
Common Land Acres:		Apx Fin Above Grd:	1,781
Road Frontage:	TBD	Apx Fin Below Grd:	0
		Apx TB Below Grd:	1,031
Water Frontage:		Foot Print:	
Water Acc Type:		Flood Zone:	Unknown
# of Stories:	1 3/4	Style:	New Englander
Basement:	Yes / Walkup		

Water Body Type:

Water Body Restr.:

Surveyed:

Unknown

Seasonal:

No

Water Body Name:

Current/Land Use:

Land Gains:

Owned Land:

Parcel Access ROW:

ROW for other Parcel:

ROW Width:

ROW Length:

Public Rems:

Great starter home. VERY CONVENIENT (on easy walk) to new Christa McAuliffe School, the Federal Courthouse, Franklin Pierce Law Center, and downtown!! Home features 4 bedrooms, HWY floors, new roof, enclosed porch, plus a extra room for office/den or bedroom on the first floor. Why rent if you can build equity? Take advantage of the low mortgage rates!!

Directions:

From Main St., go west on Pleasant, Federal is a right turn between South and S. State Sts., House on left.

ROOM	DIMS	LEVEL	ROOM	DIMS	LEVEL	FLOOR	BR	FB	3/4	1/2	1/4
Living Rm	14x13.4	1	Master BR	13.6x13.6	2	1st	0	1	0	0	0
Kitchen	14.8x11.6	1	2nd BR	11.7x10.6	2	2nd	0	0	1	0	0
Dining Rm	14x12	1	3rd BR	10x10	2	3rd	0	0	0	0	0
Family Rm			4th BR	11.9x11	2	4th	0	0	0	0	0
Office/Study			5th BR			Bsmt	0	0	0	0	0
Utility Rm			Den								
Den/office/BR	10x8.6	1									
Enclosed Porch	15.6x5.10	1									

Assoc Amenities:

Interior Feat.: Cable, Cable Internet, Den/Office, Formal Dining Room, Pantry

Exterior Feat.: Patio, Porch-Enclosed

Basement: Full, Unfinished

Equip./Appl.: Dishwasher, Range-Gas, Refrigerator

Driveway: Gravel

Construction: Existing

Financing:

Floors:

Garage/Park: 2 Parking Spaces

Heat Fuel: Gas-Natural

Roads: Public

Sewer: Public

Suitable Land Use:

Fee Includes:

Disability: 1st Floor Full Bathroom, 1st Floor Bedroom

Negotiable: Dryer, Washer

Excel Sale:

Tax Rate:

Tax Class:

Covenant: No

Recorded Deed: Warranty

Map/Block/Lot: 36/ 2/ 18

Devel/Subdiv:

District:

Elem Sch:

Fuel Co:

Timeshare/Fract. Ownership:

Assmt:

Source SqFt:

Book/Pg: 2691/ 9295

Property ID:

Const. Status: Existing

High Sch:

Cable:

Phone Co:

Weeks:

Possession:

Electric:

100 Amp

Exterior:

Aluminum

Foundation:

Granite

Heating/Cool:

Steam

Lot Desc:

City Lot, Level

Occ. Restrictions:

Roof:

Shingle-Asphalt

Water:

Public

Water Heater:

Gas-Natural

Building Certs:

Docs Available:

Assmt Yr:

County:

Merrimack

Plan/Survey:

SPAN # (VT):

Home Energy Rating Index:

Jr./Mid Sch:

Electric Co:

Resort:

Timeshare %:

Closed Date: 12/19/2012

DOM/DUC:

79 / 44

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01/15/2013 01:07 PM Printed By: Susan Stark

Residential
4178652 Closed88 Centre St
Concord, New Hampshire 03301

L \$112,500

CS132,500



Zoning: RN
 Year Built: 1910
 Color: brick
 Gross Taxes: \$ 5,232.00
 Taxes TBD: No
 Tax Year: 2011
 Monthly Assoc.: \$
 Lot Acre: .06
 Lot SqFt: 2,614
 Common Land Acres:
 Road Frontage: TBD
 Water Frontage:
 Water Acc Type:
 # of Stories: 2
 Basement: Yes / Walkout
 Rooms: 8
 Bedrooms: 3
 Total Baths: 1
 Full: 1
 3/4 Baths: 0
 1/2 Baths: 0
 Garage Capacity: 0
 Garage Type: None
 Total Fin SqFt: 1,609
 Apx Fin Above Grd: 1,609
 Apx Fin Below Grd: 0
 Apx Ttl Below Grd: 572
 Foot Print:
 Flood Zone: No
 Style: Victorian

Water Body Type:
 Water Body Name:
 Water Body Restr.:
 Current/Land Use:
 Surveyed: Yes
 Land Gains:
 Seasonal: No
 Owned Land:

Parcel Access ROW:
 ROW for other Parcel:
 ROW Width:
 ROW Length:
 Public Rems: Great location within walking distance to Franklin Pierce Law School at UNH, Whites Park and Main St shopping and dining. Move in condition 3 bedroom home with courtyard, hardwood floors, fireplace and many nice original features. This property qualifies for Homepath Renovation financing with as little as 3% down! Being sold AS IS.

Directions: Main St to Centre, on right just before law school

ROOM	DIMS	LEVEL	ROOM	DIMS	LEVEL	FLOOR	BR	FB	3/4	1/2	1/4
Living Rm		1	Master BR		2	1st	3				
Kitchen		1	2nd BR		2	2nd		1			
Dining Rm		1	3rd BR		2	3rd					
Family Rm			4th BR			4th					
Office/Study			5th BR			Bsmt					
Utility Rm			Den								

Assoc Amenities:
 Interior Feat.: Cable, Cable Internet, Fireplace-Wood, 1 Fireplace
 Exterior Feat.: Patio, Porch-Enclosed
 Basement: Interior Stairs, Walk Out
 Equip./Appl.: Dishwasher, Refrigerator
 Driveway: Paved, ROW
 Construction: Existing, Wood Frame
 Financing:
 Floors: Carpet, Hardwood, Vinyl
 Garage/Park:
 Heat Fuel: Oil
 Roads: Public, Paved
 Sewer: Public
 Suitable Land Use:
 Fee Includes:
 Disability:
 Negotiable:
 Excl Sale:
 Possession: At Closing
 Electric: Circuit Breaker(s)
 Exterior: Shingle, Wood
 Foundation: Brick, Granite, Stone
 Heating/Cool: Hot Air
 Lot Desc: City Lot
 Occ. Restrictions:
 Roof: Shingle-Other
 Water: Public
 Water Heater: Electric, Tank
 Building Cents:
 Docs Available:

Tax Rate:
 Tax Class:
 Covenant: No
 Recorded Deed: Foreclosure
 Map/Blk/Lot: 48/3/12
 Devel/Subdiv:
 District: Concord
 Elem Sch:
 Fuel Co:
 Timeshare/Fract. Ownrshp:
 Assmt: \$212,700.00
 Source SqFt: Mini
 Book/Pg: 3328/24
 Property ID:
 Const. Status: Existing
 High Sch: Concord High School
 Cable:
 Phone Co:
 # Weeks:
 Assmt Yr: 2011
 County: Merrimack
 Plan/Survey:
 SPAN # (VT):
 Home Energy Rating Index:
 Jr./Mid Sch: Rundlett Middle School
 Electric Co:
 Resort: No
 Timeshare %:

Closed Date: 11/15/2012 DOM/DUC: 14/84

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5.2C Commission

Please see separate sealed commission proposal.

5.3 Compliance

See following page – 7.1B for Compliance Certification

PART VII - COMPLETION REQUIREMENTS

7.1 PROPOSAL CERTIFICATION

By submitting a proposal in response to RFP FMA 2013-07 (the "Proposal") and signing below, the Respondent hereby certifies as follows:

- A. The Respondent has been duly authorized to submit the Proposal, to make and sign this Proposal Certification, and to enter into any contract that may be awarded as a result. The person signing on behalf of the Respondent below is duly authorized to sign this Proposal Certification on behalf of the Respondent and to bind the Respondent to the full and complete performance of any contract that may be awarded as a result of this RFP.
- B. The Respondent understands and agrees to comply with and be bound by all of the terms and conditions of this RFP and any attachments, exhibits, addenda, amendments, or supplements hereto.
- C. The Proposal shall remain effective for 180 days following the submission deadline set forth in this RFP.
- D. The commission or fee structure included in the Proposal was established without collusion with any other vendor.
- E. The Respondent's Vendor Number is 222570.
- F. None of the Real Estate Brokers or Real Estate Firms named in the Proposal are now or have ever been the subject of any past or present disciplinary proceeding before the New Hampshire Real Estate Commission (or its counterpart in any other state), except as fully disclosed in writing and submitted herewith, together with descriptions of the outcomes and any resulting settlements, sanctions, or penalties.

Respondent Name: Mike Gallo

By:  2/7/13
(Signature) (Date)

Name and Title of Person Signing: Mike Gallo - Broker

Respondent Contact Person: Mike Gallo or Susan SLARK

Address: 159 Amory St
Manchester, NH 03102

Telephone Number: 603-836-0151

Fax Number: 603-836-0158

Email Address: Mike@GalloRealtyGroup.com

New Hampshire Council on Resources and Development

NH Office of Energy and Planning
107 Pleasant Street, Johnson Hall
Concord, NH 03301
Phone: 603-271-2155
Fax: 603-271-2615



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

MEMORANDUM

TO: Commissioner Linda M. Hodgdon
Department of Administrative Services

FROM: Susan Slack, Assistant Planner *Susan Slack*
Office of Energy and Planning

DATE: August 7, 2012

SUBJECT: Surplus Land Review, SLR 12-012-Concord

Effective August 6, 2012, the Council on Resources and Development (CORD) took action on the following issue brought by the Department of Administrative Services:

Request to sell on the open market the Huntress House land and building, a 3,080 square-foot three-story house on 0.34 acres, located at 85 Pleasant Street, Concord.

CORD members voted to **RECOMMEND APPROVAL** of SLR 12-012 as submitted, **on the condition that the Department of Administrative Services continue to work with the Division of Historical Resources according to RSA 227-C:9**, and subject to no adverse comments being received during the remainder of the comment period ending August 5, 2012. No adverse comments were received, **however the Department of Environmental Services recommends that DAS review RSA 477 prior to sale of the property.**

cc: Michael P. Connor, Director, Division of Plant & Property Management
Jared Nylund, Real Property Asset Manager
Joanne Cassulo, Interim Director, NH Office of Energy and Planning
Representative John Graham, Chair, Long Range Capital Planning and Utilization Committee



LINDA M. HODGDON
Commissioner
(603) 271-3201

State of New Hampshire

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

LRCP 13-017

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

March 13, 2013

The Honorable David Campbell, Chairman
Long Range Capital Planning and Utilization Committee
L.O.B. – Room 201
Concord, New Hampshire 03301

REQUESTED ACTION

Pursuant to RSA 4:40, the Department of Administrative Services requests approval to enter into a listing agreement with Gallo Realty Group NH, LLC, allowing negotiations within the Committee's current policy guidelines, for a term of up to one year to sell the property located at 79 Pleasant Street (including a two-story wood frame house of approximately 2,428 square feet, a detached one-car wood frame garage, and approximately 0.14 acres of land) in the City of Concord for \$89,900 plus an administrative fee of \$1,100.

EXPLANATION

The subject property (the "Property") is comprised of a parcel of land approximately 0.14 acres in size with approximately 60 feet of frontage along Pleasant Street, a 2-story wood frame house originally constructed circa 1859 with approximately 2,428 square feet of above grade space and a full unfinished basement and attic, and a detached one-car wood frame garage. The Property is located at 79 Pleasant Street in Concord, New Hampshire (Tax Map 37, Block 6, Lot 17), adjacent to the Governor Hugh J. Gallen State Office Park. The house has been vacant since 2010 and mothballed for over one year. Until 2010 it had been leased for several years to Riverbend Community Mental Health and used as a group home for patients. The parcel of land is subject to a right-of-way ("shared driveway") easement held by the owner of the abutting lot at 77 Pleasant Street. The house on the Property has sufficient historical significance that the Department has agreed with the New Hampshire Division of Historical Resources to initially market the Property subject to a historical preservation easement restricting renovations to the building exterior for a period of seven (7) years.

As of October 1, 2011, Beacon Real Estate Advisors, LLC, an independent firm providing real estate appraisal services, appraised the market value of the Property at \$100,000.

On January 29, 2013, the Department issued a Request for Proposal to Provide Real Estate Services ("RFP"). The RFP was posted on the Department's Current Bidding Opportunities web site and was advertised in the Manchester Union Leader January 30-31

and February 1, 2013 and by a direct email solicitation sent to thirty-six (36) real estate brokers licensed by the New Hampshire Real Estate Commission. In response to the RFP the Department received conforming proposals from three (3) brokers. These proposals included opinions of value ranging from \$85,000 to \$243,000 and proposed effective commission rates (calculated based on the appraised value) ranging from 5.00% to 5.29%.

All three (3) proposals were reviewed and scored by an Evaluation Committee comprised of three (3) Department employees in accordance with the procedure set forth in the RFP. This procedure includes a two-tier review beginning with a scored evaluation by each Committee member of each broker's qualifications, experience, and proposed marketing strategy, and the quality of the broker's market analysis—all as set forth in the proposal. Each broker must score an average total of 70% of the available evaluation criteria points allocated in the RFP to this first tier review in order to qualify for the second tier review, which focuses entirely on proposed commissions and fees. Two (2) out of the three (3) proposals qualified for the second tier review. Points scored during the second tier review are then added to the first tier score in order to determine the total score. Brokers are ranked by total score, with the highest score receiving the top rank. Scores and rankings for both proposals that qualified for second tier review are summarized on the attached spreadsheet.

The top ranked proposal was submitted by Gallo Realty Group NH, LLC ("Gallo"). Gallo believes that the Property will sell "as-is" between \$85,000 and \$100,000. After further discussions with Gallo, the Department has decided to seek approval to sell the Property for \$89,900. The Department understands that the discrepancy between the foregoing prices and the appraised value primarily reflects the still-lagging Concord residential real estate market and the continued physical deterioration of the house since the appraisal date. The proposed sale price also reflects the estimated cost of renovations to rehabilitate the house into a habitable condition. Gallo has proposed a fixed commission rate of 5% of the sale price.

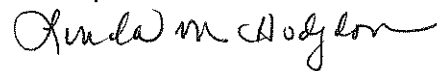
As part of this submission, the Department is also requesting authorization to negotiate with prospective buyers for the Property within a ten percent (10%) range below the sale price approved by the Long Range Capital Planning and Utilization Committee. If the Committee approves this condition, the Department would be authorized to enter into a purchase and sale agreement that is subject to Governor and Executive Council approval within (10%) of the approved price. We feel this type of latitude is necessary to provide quick response to prospective buyers and efficiently market the Property.

The listing agreement will specify that the Department is required to offer the Property to the City of Concord at the sale price approved by the Long Range Capital Planning and Utilization Committee as part of the statutory disposal process, and that the real estate broker will not receive any commission for a sale to the City of Concord or if any other State agency expresses interest in acquiring the Property.

Authorization is hereby requested: to enter into an exclusive listing agreement with a maximum term of one (1) year that will be subject to final approval by the Governor and Executive Council for the sale of the Property at or above the proposed sale price and

subject to the conditions outlined above; to pay from the proceeds of such sale a commission fee to the selected broker at the rate of five percent (5%) of the sale price; and to retain for the Department together with the proceeds of such sale an administrative fee of \$1,100, or such larger amount as the Committee may deem appropriate, in accordance with RSA 4:40, III-a.

Respectfully submitted,

A handwritten signature in cursive script, reading "Linda M. Hodgdon".

Linda M. Hodgdon
Commissioner

Attachments

LIST OF EXHIBITS

1. Summary list of broker proposals
2. Broker Proposal Evaluation Score Sheet
3. Location map
4. Tax map detail
5. Aerial view
6. Boundary Survey Plat
7. Appraisal Report dated as of October 1, 2011 prepared by Beacon Real Estate Advisors, LLC
8. Proposal submitted by the selected broker
9. Council on Resources and Development (CORD) approval letter

BROKER PROPOSAL EVALUATION SUMMARY
79 AND 85 PLEASANT STREET, CONCORD, NEW HAMPSHIRE

	Price Opinion 79 Pleasant	Price Opinion 85 Pleasant	Proposed Commission 79 Pleasant	Proposed Commission 85 Pleasant	Effective Commission Rate at Appraised Value	Technical Evaluation Average Total Score*	Total Commission Score**	Total Score***
Gallo Realty	\$85,000	\$100,000	5.00%	5.00%	5.00%	75.00	25.00	100.00
Sandy Johnson/ACME	\$162,000 - \$243,000	\$83,900 - \$155,900	5.50%	5.00%	5.29%	71.00	17.86	88.86

* Total possible points = 100

** Points awarded on a sliding scale, where a 2% or lower effective rate at the appraised value receives the maximum 100 points and a 6% effective rate at the appraised value receives 0 points

*** Total possible points = 200

NOTE: The above price opinions are primarily the result of comparable sales analyses performed by the broker which can vary in reasonableness and accuracy. Some price opinions are based on assumptions about the amount of money that the State is willing to invest in each property prior to listing and/or about the willingness of the local zoning board to grant a use variance.

**REQUEST FOR PROPOSAL TO PROVIDE REAL ESTATE BROKERAGE SERVICES
NEW HAMPSHIRE DEPARTMENT OF ADMINISTRATIVE SERVICES
(RFP FMA 2013-07)**

Proposal Evaluation Score Sheet

REVIEWER NAME: _____

BROKER NAME: _____

CRITERIA

A. TECHNICAL (NON-COMMISSION)

1. Form and Content of Response **PASS/FAIL**
 - Does the proposal meet the submission requirements of the RFP as summarized in Part VI?

2. Client List/References **Points Awarded: _____ / 20 POINTS**
 - How similar are the services performed for each client to those sought by the RFP? (____ / 6 points)
 - How similar are the Properties to the clients' properties in terms of size, type, character, and location? (____ / 8 points)
 - How favorable are the references? (____ / 6 points)

3. Experience and Capacity **Points Awarded: _____ / 40 POINTS**
 - How well has the Respondent demonstrated past success in marketing properties similar in size, type, character, and location to the Properties? (____ / 8 points)
 - How well has the Respondent demonstrated past success in marketing properties subject to historic preservation restrictions or easements? (____ / 16 points)
 - How well has the Respondent demonstrated sufficient experience and expertise with redevelopment consulting and/or the successful marketing of special use properties for repurposing to developers and/or investors? (____ / 8 points)
 - How well has the Respondent demonstrated that it has adequate staffing and resources available to adequately market the Properties and that the specific staff members likely to work with the Properties are adequately qualified to do so? (____ / 8 points)

4. Proposed Strategy **Points Awarded: _____ / 20 POINTS**
 - How dynamic, customized, and appropriate for the Properties is the Respondent's proposed marketing strategy? (____ / 9 points)
 - Has the Respondent included a list of suitable media outlets that it proposes to use? (____ / 3 points)
 - How well has the Respondent demonstrated an understanding of the particular challenges that the Properties may present to a prospective buyer and how certain unique characteristics of the Properties may enhance their value? (____ / 8 points)

5. Market Analysis **Points Awarded: _____ / 20 POINTS**
- Has the Respondent included apt and convincing comparable sales analyses? Did the Respondent use any other appropriate methodologies (e.g. income or cost approach) to derive or support proposed asking prices for the Properties? How well did the Respondent explain, justify, and apply the methodologies employed? (_____ / 5 points)
 - Has the Respondent proposed asking prices (or attainable sale price opinions) that are based on reasonable estimates of the market value of each Property? Were all of the relevant valuation factors and assumptions identified, applied, and reasonably well justified? (_____ / 10 points)
 - Has the Respondent included a reasonably thorough highest and best use analysis of each Property that reaches a convincing conclusion? Were all of the valuation methodologies, comparable transactions, valuation factors, and assumptions employed consistent with the Respondent's highest and best use conclusion? (_____ / 5 points)

B. COMMISSION/FEES **Points Awarded: _____ / 100 POINTS**



Koutras House
79 Pleasant Street, Concord, NH

Concord USGS Quad



Koutras House
79 Pleasant Street, Concord, NH
(Tax Map 37, Block 6, Lot 17)

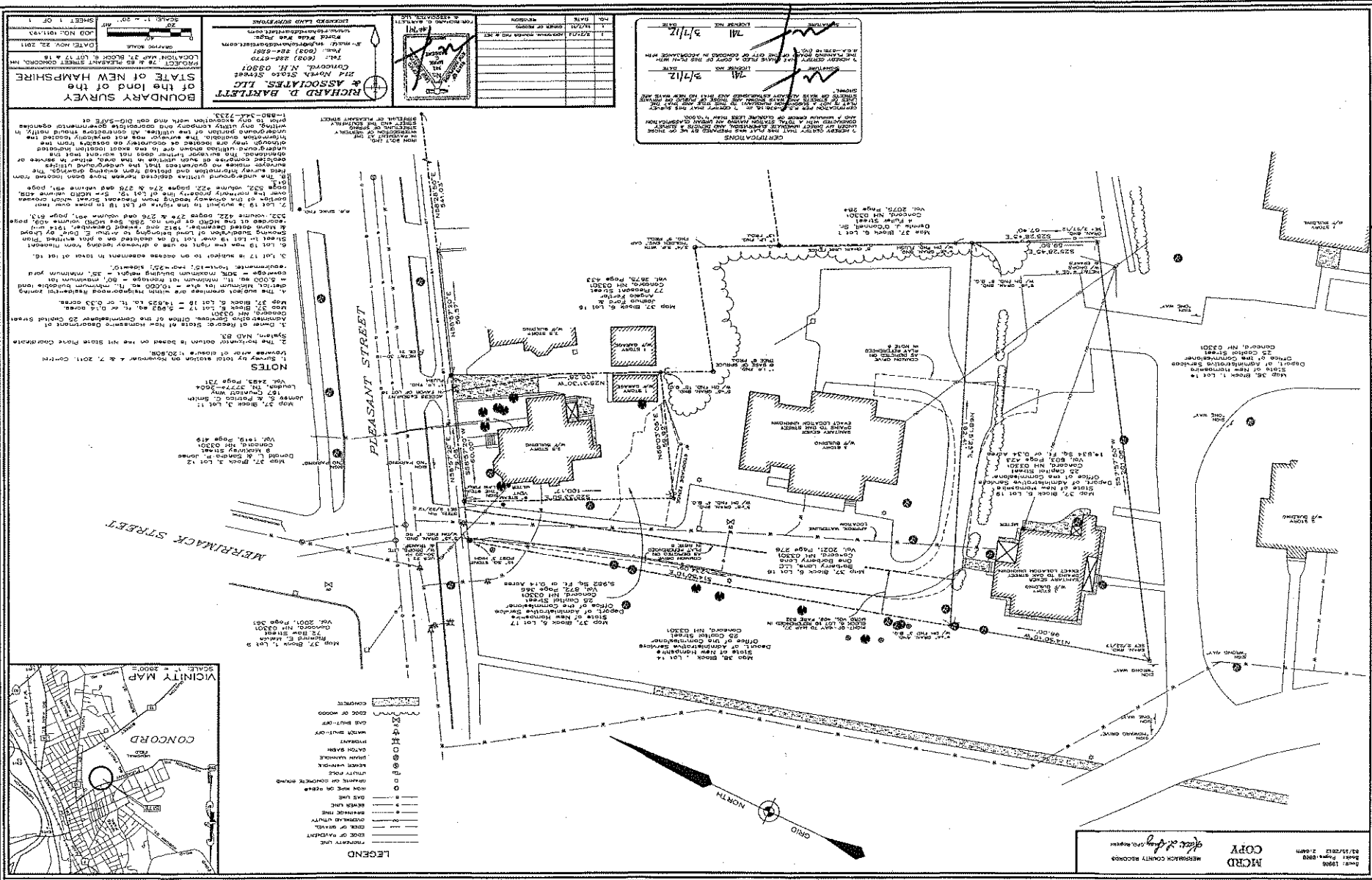
Tax Map Detail

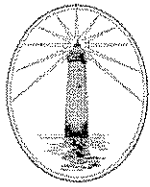


**Koutras House (with "A" marker on roof)
79 Pleasant Street, Concord, NH**

Aerial View

MERRIMACK COUNTY RECORDS
Office of the Clerk, O.P.O. Records





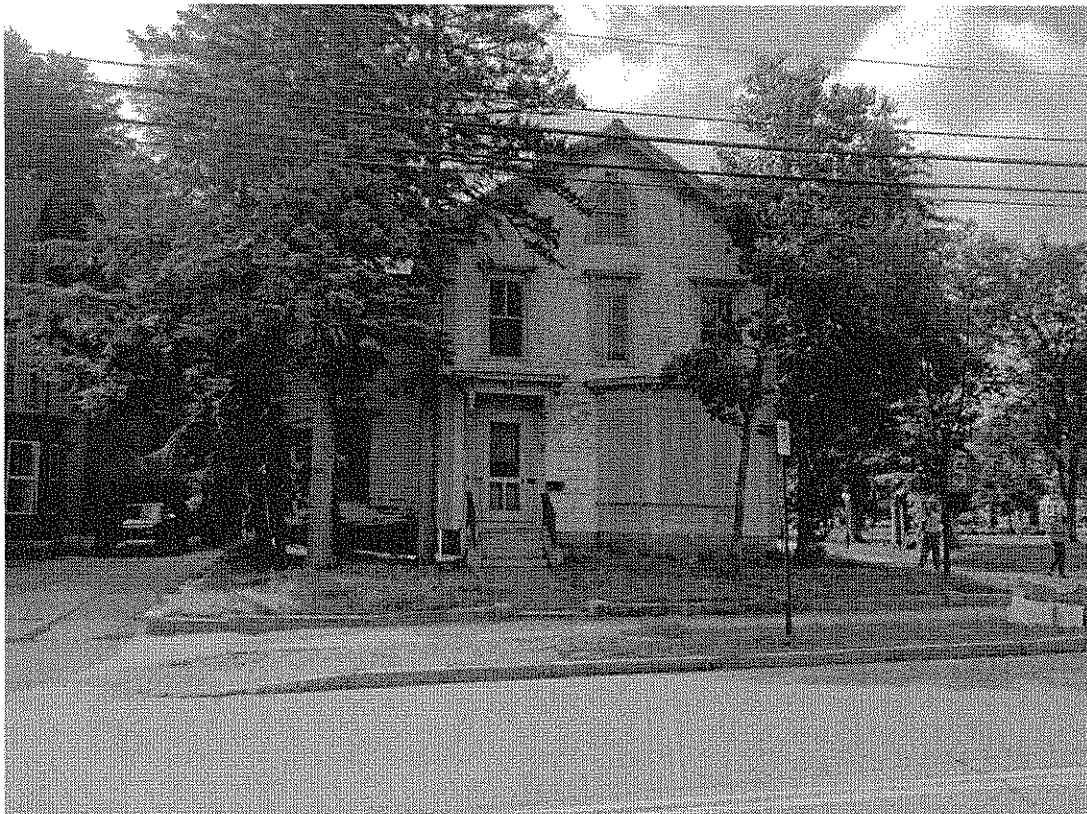
BEACON REAL ESTATE ADVISORS

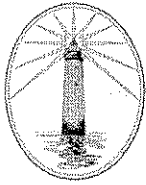
Summary Appraisal Report

Market Value of the Fee Simple Interest
of the Real Property
Located at:

79 Pleasant St
Concord, Merrimack County, New Hampshire

As of
October 1, 2011





BEACON REAL ESTATE ADVISORS

November 2, 2011

Rebecca M. White, Esq.
Risk Manager
New Hampshire Department of Administrative Services
25 Capitol Street, Room 412
Concord, NH 03301

Dear Ms. White:

As you requested, I have completed a summary appraisal of the market value for the real property identified by the legal description which is included in the Addenda of the report. The property is a portion of land which is identified as:

79 Pleasant Street, Concord, Merrimaek County, New Hampshire

Pursuant to your authorization, I have personally made an inspection of the above-captioned. The property was inspected by Jude T Flynn on August 8, 2011. The purpose of the report is to estimate the Market Value of the fee simple interest as of the date of October 1, 2011.

The property as detailed by the legal description as provided to the appraiser is a portion identified as Map 37, Lot 6, Block 17. The subject property consists of a parcel with an abandoned residential building that was previously used as a single family dwelling. I understand that the property has been vacant and considered the improvements to be in fair condition. We have relied upon the Concord Assessor's Records for the building details.

The intended user is The Client of this appraisal is "The State of New Hampshire Department of Administrative Services". The Intended User of this appraisal report is "New Hampshire Department of Administrative Services", or its assigns including, but not limited to, prospective purchasers of the properties, real estate brokers or consultants, State of New Hampshire governmental entities including the Legislative Long Range Capital Planning and Utilization Committee and the Governor and Executive Council.



The intended use of the appraisal and corresponding report is to assist the Client, or its assigns with valuation of the above-referenced properties with respect to Market Value as of the date of the appraisals for internal planning and potential disposition. Please note that Beacon Real Estate Advisors, LLC does not authorize any use or reliance of the appraisal report other than the intended use stated above. Furthermore, Beacon Real Estate Advisors, LLC is under no obligation to discuss the results of the appraisal report with any parties other than the Client and Intended Users.

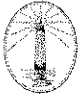
The following narrative appraisal report sets forth the property's identification, the assumptions and limiting conditions, pertinent facts regarding the comparable data, the results of investigations and analyses, and the reasoning leading to the conclusions contained herein.

I hereby certify that I have made an inspection of the property, that I have taken into consideration all factors that I felt were pertinent to the value estimate, and that I have not knowingly or intentionally omitted any important data. I am not aware of any site contamination, but the value provided does not opine on possible clean up costs if environmental contamination was discovered. I understand that the subject may encroach on an abutting site that is in control of the owner. It has been assumed that the subject property is free of any encroachments.

The appraisal is intended to conform to the Uniform Standards of Professional Appraisal Practice ("USPAP") as promulgated by the Appraisal Standards Board of the Appraisal Foundation and the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute. The appraisal is presented in a self-contained report, and the Departure Provision of USPAP has not been invoked in this appraisal. It is entirely inappropriate to use this value conclusion or the report for any purpose other than the one stated.

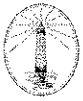
The opinions expressed in this appraisal cover letter can only be completely understood by reading the narrative report, exhibits, and other data, which is attached. The appraisal is subject to the attached general assumptions and limiting conditions. I further certify that I have no present or contemplated future interest in the property and that my professional appraisal is not dependent upon the value estimate.

An inspection of the property was made, although specific renovations and improvements were difficult to estimate. The owners have not had a property condition assessment made and it is difficult to estimate the extent of such damage including water damage and general deterioration. It has been assumed that the



property is in fair condition and would need significant renovations and improvements to render it habitable. I reserve the right to amend the value if some condition that was unobserved at the time of inspection becomes apparent.

The subject appears to encroach upon the abutting lot as indicated by the assessor's map. The owner is in the process of having the site surveyed and it has been assumed that the subject property does not encroach on the abutting lot.



Concluded Value- Fee Simple Estate

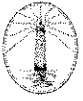
Based on the investigation and premise outlined, it is my opinion that as of October 1, 2011 the market value of the fee simple estate is:

One Hundred Thousand Dollars
(**\$100,000**)

Please call with any questions or comments. Thank you for the opportunity to work with you on this assignment.

Respectfully submitted,

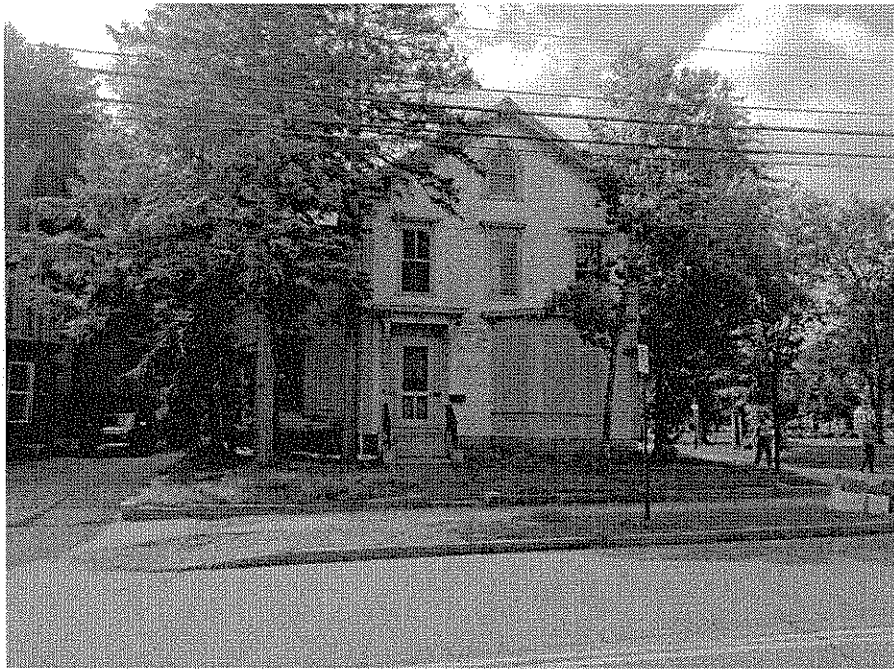
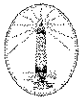
Jude T Flynn Jr, MAI, SRA
New Hampshire Certified General Appraiser
License # 632



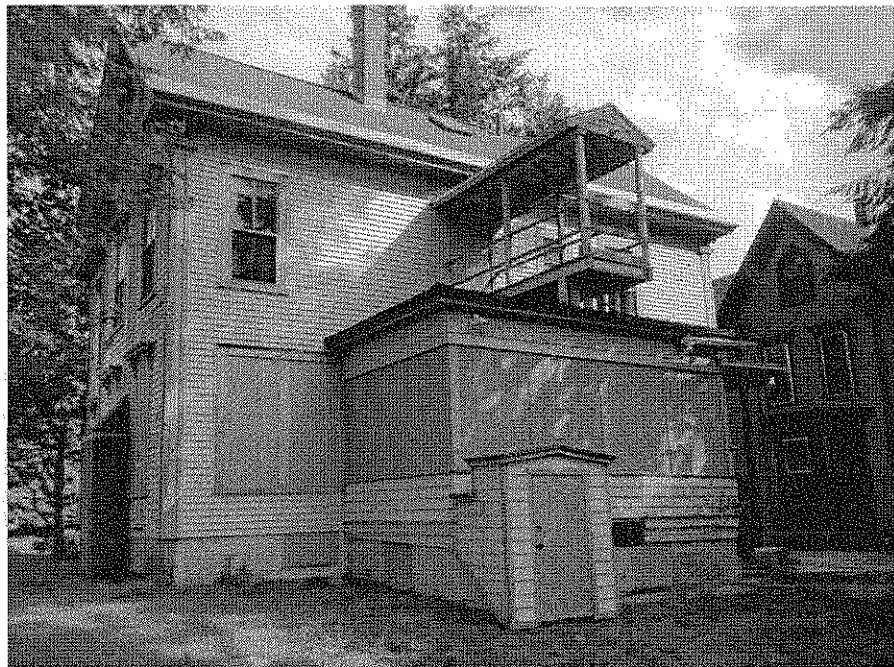
Aerial View of the Subject Property



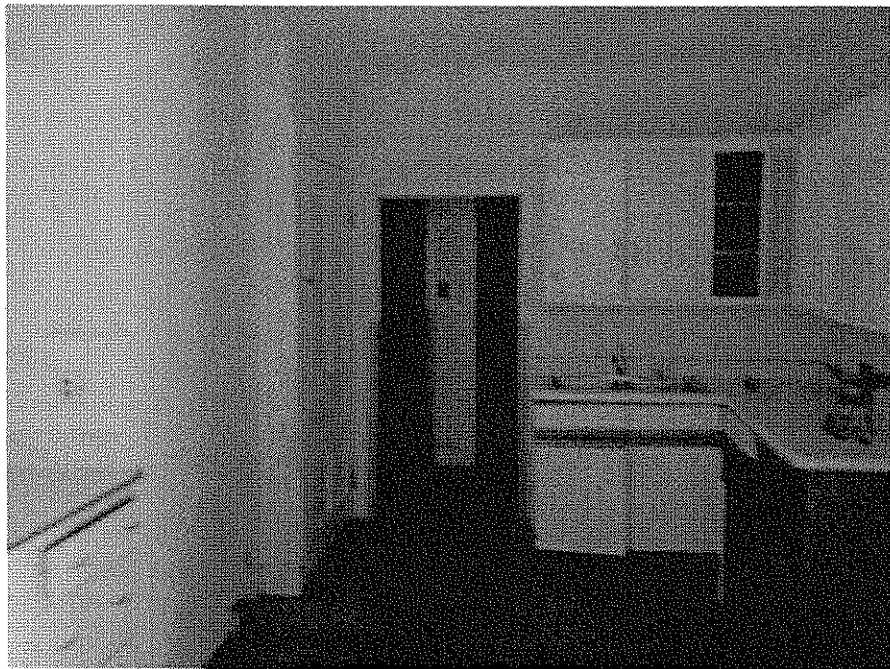
Assessor's Plan of the Subject Property



Front View of the Subject



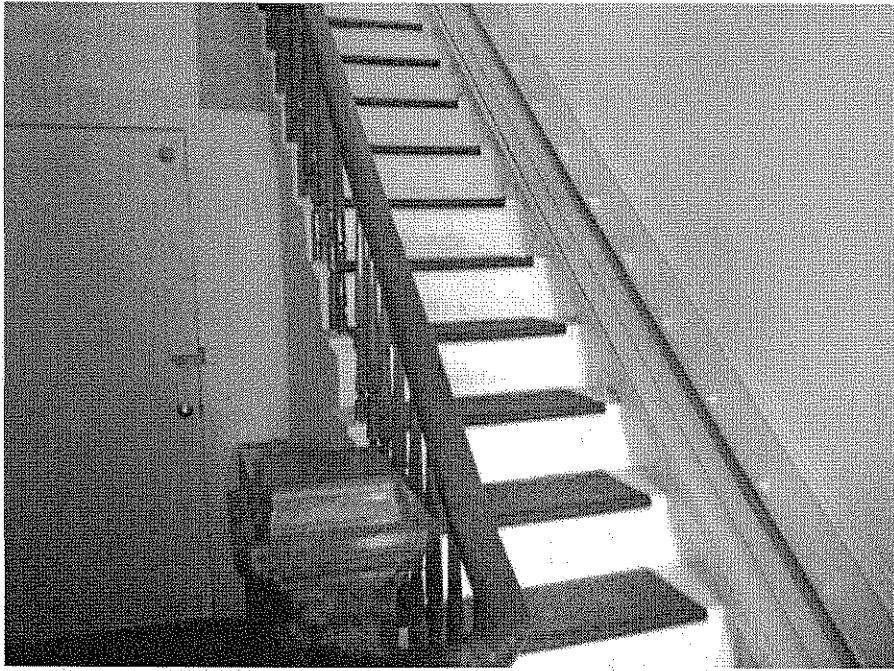
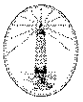
Rear View of the Subject



Interior View of the Subject



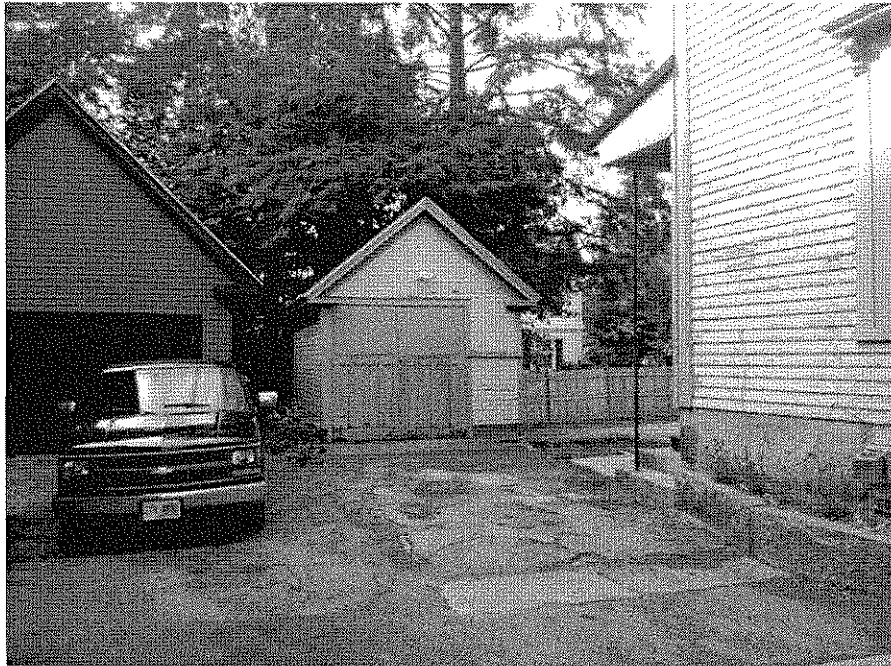
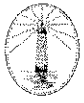
Interior View of the Subject



Interior View of the Subject



Interior View of the Subject



View of Garage to the Rear of Subject Property

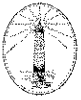


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Introduction and Purpose of the Appraisal
Neighborhood Analysis
Site Analysis
Highest and Best Use.....

VALUATION

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Sales Comparison Approach.....
Reconciliation and Final Value Conclusion

ADDENDA

Exhibit A - Comparable Sales
Exhibit B - Legal Description
Exhibit E - Certificate of the Appraiser
Exhibit F - Assumptions and Limiting Conditions
Exhibit G - Qualifications of Appraiser



EXECUTIVE SUMMARY

Subject: The subject property consists of the real estate which is detailed by a legal description which is included in the Addenda of the report.

Location: 79 Pleasant Street, Concord, Merrimack County, New Hampshire.

Purpose of Assignment: To estimate the Market Value of the fee simple interest.

Premise of Value: Market Value of the fee simple estate as of October 1, 2011

Interest Appraised: Fee Simple Estate

Zoning: RN - Residential

Highest and Best Use: Residential Development

Method of Valuation: The sales comparison approach to value was utilized. The cost and income approaches were not considered applicable and not employed in the valuation.

Market Value of the Fee Simple as of October 1, 2011:

Sales Comparison Approach: \$ 100,000

Reconciled Value: \$ 100,000

Date of Report: November 2, 2011



IDENTIFICATION OF THE SUBJECT

The property as detailed by the legal description as provided to the appraiser is a portion identified as Map 37, Block 6, Lot 17 and located at 79 Pleasant Street, Concord, Merrimack County, New Hampshire.

PURPOSE OF THE APPRAISAL/PROPERTY RIGHTS APPRAISED

The purpose of the appraisal is to estimate the *market value* of the subject's fee simple estate.

INTENDED USE AND INTENDED USERS OF THE APPRAISAL

The intended user is The Client of this appraisal is "The State of New Hampshire Department of Administrative Services". The Intended User of this appraisal report is "New Hampshire Department of Administrative Services", or its assigns including, but not limited to, prospective purchasers of the properties, real estate brokers or consultants, State of New Hampshire governmental entities including the Legislative Long Range Capital Planning and Utilization Committee and the Governor and Executive Council.

The intended use of the appraisal and corresponding report is to assist the Client, or its assigns with valuation of the above-referenced properties with respect to Market Value as of the date of the appraisals for internal planning and potential disposition.

This is a summary report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2 (b) of the Uniform Standards of Professional Appraisal Practice for a summary report. The depth of discussion contained in the report is specific to the needs of the client and for the intended use stated in the report. The appraisers are not responsible for unauthorized use of this report.

EFFECTIVE DATE OF VALUATION AND DATE OF REPORT

The opinions expressed in this report are stated as of the *effective valuation date*, October 1, 2011. The appraisal is based upon market conditions observed during the period of my market research during August, 2011 through October 2011. This report is transmitted on November 2, 2011. Jude T Flynn, MAI, SRA performed an on-site visit on August 8, 2011.

DISCLOSURE OF A EXTRAORDINARY ASSUMPTION

An extraordinary assumption has been made that the site, as described by the legal description is free from any encroachments



THE SCOPE OF THE APPRAISAL

This appraisal is described as a *summary report*. The following scope is completed by Beacon Real Estate Advisors LLC for this assignment:

- Jude T Flynn, MAI inspected the subject property on August 8, 2011. He also viewed the general and immediate market area.
- Gathered information from various secondary data sources regarding regional and local economic and demographic data specifically relating to the regional, city and market area analyses.
- Analyzed trends in office market utilizing data compiled through confirmation of the comparable rents. Numerous brokers and developers active in this market were also interviewed relative to new construction and projects in the planning stages.
- Reviewed tax plat maps of the subject property. Researched the flood plain reference relative to the surveys provided.
- Analyzed the highest and best use of the site as if vacant and the property as improved.
- Confirmed recent sales of comparable residential properties in similar market areas as the subject. Analyzed the data to arrive at an "as is" value indication via the Sales Comparison Approach.
- The Cost Approach was not used due to the subject's age.
- The Income Approach was not used as single family dwellings are not generally purchased for income producing abilities.
- Reconciled the results of these analyses into a probable range of value, and finally, an "as is" Market Value conclusion.
- Estimated the reasonable exposure time and marketing period inherent in the Market Value opinion.
- Prepared a Summary Report in the narrative format.
- This Scope of Work is subject to the *General Assumptions and Limiting Conditions, Certification and Definitions* provided in other sections of this report.

Date of Value and Report

This appraisal was made to express opinion as of October 1, 2011. The date of the report is November 2, 2011.



Purpose and Use of Appraisal

The purpose of the appraisal is to estimate the market value of the fee simple interest in the property subject. The appraisal was not based on a request minimum valuation, a specific valuation, or the approval of a loan.

The report is for the exclusive use of The State of New Hampshire Department of Administrative Services. The Intended User of this appraisal report is "New Hampshire Department of Administrative Services", or its assigns including, but not limited to, prospective purchasers of the properties, real estate brokers or consultants, State of New Hampshire governmental entities including the Legislative Long Range Capital Planning and Utilization Committee and the Governor and Executive Council; no other party shall have any right to rely on any service provided by me without prior written consent.

Property Rights Appraised

I have appraised the Fee Simple Estate of the subject. A Fee Simple Estate is defined in *The Dictionary of Real Estate Appraisal*, 3rd ed. (Chicago: Appraisal Institute, 1993), as:

Fee simple estate is defined as an absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.



Definition of Value

Market value, as approved and adopted by the Appraisal Foundation and Appraisal Institute and endorsed by NCREIF, is as follows:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well-informed or well advised, and acting in what they consider their best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Method of Appraisal

The method used in the valuation of the subject the sales comparison approach to value. This is considered the most applicable in determining the subject's value in the subject's local market.

Marketing/Exposure Period

Marketing Period: The value conclusion reported herein assumes a marketing period of less than one year. I also discussed the marketability of the subject with brokers and reviewed the marketing time of similar properties in the local market. Considering the subject's location, physical, and economic attributes, I estimated a marketing time of one year for the subject.



Exposure Period is defined in *The Dictionary of Real Estate Appraisal*, 3rd edition, (Chicago: Appraisal Institute, 1993), as:

“the estimated length of time 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...”

As noted in the sales comparison approach, there have been several sales of comparable properties within the local market. The sales were researched with regard to the time on the market. Given the availability of mortgage financing, the desire for such product and specific information regarding sales of comparable properties, I estimate the reasonable exposure time at my estimate of Market Value, assuming adequate, sufficient and reasonable marketing efforts, to be six months.

History of the Property

The subject parcel has been under continuous ownership for over the last three years. The property has not been openly marketed and there was no listing noted on the New Hampshire Multiple Listing Service over the last three years.



NEIGHBORHOOD ANALYSIS

Boundaries

The subject property is located on a site to the west of downtown Concord, the center of the city's retail and commercial thoroughfare.

The subject neighborhood is defined by the following boundaries:

- US Interstate 93 to the east
- The New Hampshire State Office Campus to the south
- Residential neighborhoods to the west.
- Residential neighborhoods to the north.

Accessibility

The subject is easily accessible from Pleasant Street, a local divided roadway carrying arterial traffic to and from downtown Concord.

Uses and Trends

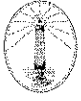
The use in the neighborhood is primarily residential and multifamily dwellings. This trend will remain as such due to the present zoning guidelines in the area.

Utilities

The subject neighborhood is currently serviced by public water, sewer and electricity.

Zoning

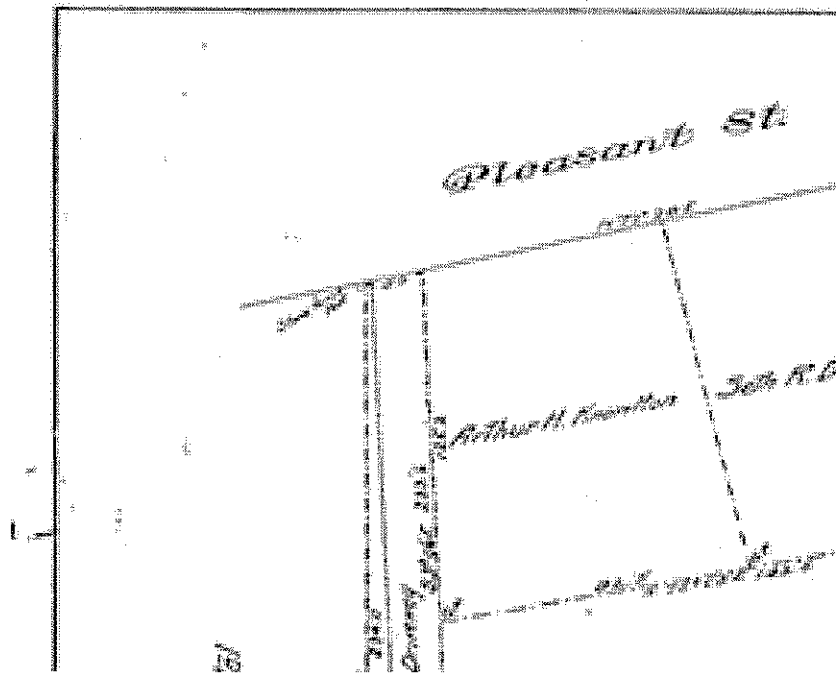
The subject neighborhood is in the RN-Residential, with single and two family dwellings permitted. The subject property is a legal conforming use based upon our understanding of the current zoning ordinance.



SITE ANALYSIS

The description of the site is based upon a visual inspection of the parcel and an examination of the applicable plat map.

Location:	79 Pleasant Street, Concord, Merrimack County, New Hampshire
Assessor's Info:	Map 37, Lot 6, Block 17
Shape:	Mostly rectangular
Land Area:	The land area is detailed in the legal description which is included in the Addenda of the report.
Topography:	Mostly level
Street Improvements:	There is frontage on Pleasant Street. Street improvements include sidewalks and street lighting.
Environmental Observations:	No environmental issues were noted during the physical inspection. A Phase I environmental Site Assessment was not provided. I am not qualified to identifying hazardous environmental conditions and recommend a qualified expert be retained if any such conditions or questions arise.
Site Improvements:	Municipal Water and Sewer



SUBJECT SITE PLAN



HIGHEST AND BEST USE

According to the Third Edition of *The Dictionary of Real Estate Appraisal*, published by the Appraisal Institute, highest and best use is defined as:

“the reasonably probable and legal use of vacant land or an improved property; which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum profitability.”

Following this definition, it can be safely assumed that no informed or ill-advised owner would sell for a price lower than that available for the highest and best use. Once land is improved with a substantial structure, the result becomes an integrated unit. When a parcel of land is improved, the integrated unit of land and improvements is normally continued in the use for which it was originally designed, so long as the land and improvements combined have a higher market value than the land alone, if vacant and available for a better use.

Highest and Best Use as if Vacant

In accordance with the definition of highest and best use, an analysis of the site relating to its legal uses, physical possibilities, and financial feasibility is appropriate.

Legality of Use -The subject is zoned RN, Residential with residential and two family development permitted.

Physically Possible - The site is generally rectangular. If based solely on compatibility with surrounding land uses, residential development is the most logical.

Financially Feasible - The determination of financial feasibility is dependent primarily on demand. Among the legally permitted and physically possible uses, residential use would be expected to be the most financially feasible.

Maximally Profitable - Market conditions support a profitable residential development. This type of development would also conform to the surrounding uses. Therefore, the maximally productive use of the site is to develop a residential use.

Highest and Best Use as Improved

The highest and best use of the subject would be residential development.

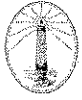


THE VALUATION PROCEDURE

In any determination of value for real estate, data are sought in the local market on such factors as sales and offerings of similar properties, current prices for construction materials and labor. From these data, values may be developed for the land and the property as a whole.

Reconciliation

In this instance, the appraiser has completed the sales comparison approach to value. The cost approach was not developed due to the age of the subject and the difficulty in estimating depreciation in a property of this age and condition. The income approach was not developed as the property as single family dwellings are not typically purchased for income producing abilities.



SALES COMPARISON APPROACH

Use of market or comparable sales requires the collection and analysis of comparable sales data. Similar properties recently sold are compared to the subject and adjusted based on any perceived differences. This method is based on the premise that the costs of acquiring a substitute property would tend to establish a value for the subject property. The premise suggests that if a substitute is unavailable in the market, the reliability of the approach may be subordinate to the other approaches.

The reliance on substitute properties produces shortcomings in the validity of this approach. Geographic and demographic characteristics from each submarket restrict which sales may be selected. The sales I have identified, however, do establish general valuation parameters as I'll as provide support to my conclusion derived through the income approach.

The standard unit of comparison among similar properties is the sales price per unit. The sales comparison approach considered the sale and offering of single families that required significant improvements and renovations for potential occupancy. In examining the comparable sales, I have applied a subjective adjustment analysis, which includes specific adjustments derived from my experience and consulting with the market participants.

Analysis

I have researched the local residential market for recent sales and listings of single family dwellings. There were five comparables selected, with detailed sheets included in the Addenda of the report.

Adjustments and Considerations

The following adjustments and considerations are reviewed in relation to differences between the comparables and the subject.

Property Rights Transferred

All comparables have fee simple interest

Terms of Sale (Financing)

All comparables are considered to have conventional financing.



Conditions of Sale (Motivation)

All comparables were purchased with no concessions reported. Comparable #5 was adjusted downward to account for the likely sales concessions which would be negotiated to consummate a sale.

Market Conditions

Market conditions may change over time due to inflation, deflation, fluctuations in supply and demand, or other factors. As a result, the comparable sales may require adjustments to reflect changes in market conditions between the sale dates and the date of this appraisal. No market conditions were made.

Size Adjustment

The subject property is a former single family dwelling, 2,428 square feet. The comparables range from 1,599 square feet to 2,409 square feet and considered similar with regard to size. Comparables #

Location Adjustment

There were no sales located in the immediate neighborhood that were considered comparable to the subject property. Comparables were located in neighborhoods that while considered different, were deemed to be competitive and therefore comparable.

Condition Adjustment

Comparables #1, #2, and #3 were adjusted downward for their superior condition as compared to the subject and Comparable #5 was adjusted upward for its inferior condition.

Utility Adjustment

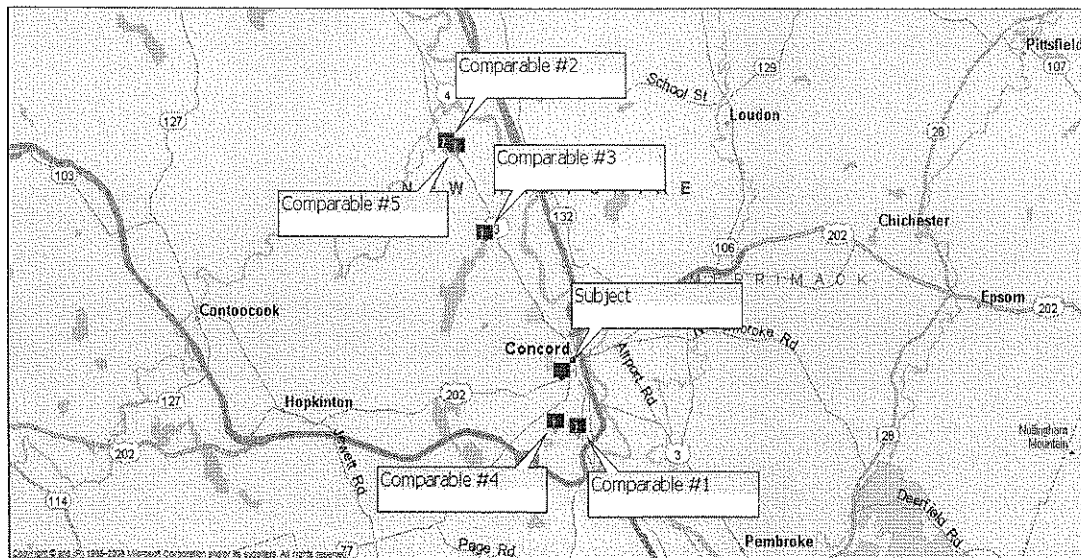
All of the comparables are considered to have a similar utility and therefore comparable.

The results of the comparative value analysis are presented on the following chart:



Land Summary & Adjustment Grid

Comparable No.	Subject	Comp. No. 1	Comp. No. 2	Comp. No. 3	Comp. No. 4	Comp. No. 5
Address	79 Pleasant St	21 Rockingham	13 Hullbakers	71 Hutchins	24 Wilson Ave	89 Village St
City	Concord, NH	Concord, NH	Concord, NH	Concord, NH	Concord, NH	Concord, NH
Map/Lot	37/6/17	8/3/2004	143/P 8	103/ 5/ 4	9-C 2/ 10	143/P 27
Transaction Data:						
Sale Price:	N/A	\$135,000	\$114,900	\$114,900	\$100,000	\$109,900
Date of Sale:	N/A	September 16, 2011	July 20, 2011	July 21, 2011	May 11, 2011	Listed
Property Data:						
Site Size	1.450	0.600	0.450	4.800	0.370	1.080
Style	Conventional	Conventional	Conventional	Conventional	Conventional	Conventional
Built	1890	1900	1900	1840	966	1900
Number of Units	1	1	1	1	1	1
Building Size	2,428	1,738	1,599	2,409	2,206	1,858
Average Size Per Unit	2,428	1,738	1,599	2,409	2,206	1,858
Condition	Fair	Fair	Fair	Fair	Fair	Poor
Value Indications:						
Price/Unit**	N/A	\$135,000	\$114,900	\$114,900	\$100,000	\$109,900
Cumulative Adjustments:						
Property Rights Transferred:	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Adjustment		0.0%	0.0%	0.0%	0.0%	0.0%
Financing:		Market	Market	Market	Market	Market
Adjustment		0.0%	0.0%	0.0%	0.0%	0.0%
Conditions of Sale:		Market	Market	Market	Market	Market
Adjustment:		0.0%	0.0%	0.0%	0.0%	-25.0%
Marketing Conditions/Time (yrs.):		Current	Current	Current	Current	Current
Adjustment:		0.0%	0.0%	0.0%	0.0%	0.0%
Cumulative Adjustments:		0.0%	0.0%	0.0%	0.0%	-25.0%
Adjusted Price/Unit		\$135,000	\$114,900	\$114,900	\$100,000	\$82,425
Additive Adjustments:						
Size		0.0%	10.0%	0.0%	0.0%	10.0%
Location		0.0%	0.0%	0.0%	0.0%	0.0%
Condition		-20.0%	-20.0%	-20.0%	0.0%	20.0%
Configuration/Utility		0.0%	0.0%	0.0%	0.0%	0.0%
Net Adjustments:		-20.0%	-10.0%	-20.0%	0.0%	30.0%
Adjusted Price/Building Lot		\$108,000	\$103,410	\$91,920	\$100,000	\$107,153



Sales Location Map

The appraiser has adjusted each of the sales for differences as compared to the subject, and concluded a value of \$100,000



RECONCILIATION AND FINAL VALUE CONCLUSION

Reconciliation and correlation of Market Value is performed when more than one approach is used to value real property and weighs the relative significance, applicability, and defensibility of each value indication and relies most heavily on the one that is most appropriate to the type and definition of value sought. The conclusion drawn in the reconciliation is based on the appropriateness, accuracy and quantity of evidence in the entire appraisal.

The sole method of property valuation utilized in this appraisal was the Sales Comparison Approach. The most comparable sales available in the market today were gathered, which reflect the physical and economic characteristics of the respective properties. The unit of comparison utilized in this approach involved a physical analysis based on the Sales Price per Unit Analysis. The indication of value provided by this approach is a direct result of owner/user actions similar to that of the subject given the size of the asset.

Based on the investigation and premise outlined, it is my opinion that as of October 1, 2011 the market value of the fee simple estate in the subject is:

**One Hundred Thousand Dollars
(\$100,000)**

ADDENDA

EXHIBIT A
Comparable Sales

Building Sale - 1

Property Type Single Family

Location

Street 21 Rockingham
City, State Concord, NH
County Merrimack

Physical Description

Land Area 0.6000 Acres
26,136 Square Feet

Fronting Streets Rockingham
Number of Units 1
SF 1,738
SF/Unit 1,738

Topography Mostly Level
Shape Irregular
Utilities All Available

Sales Data

Grantor Bank of New York Mellon
Grantee Delois et al
Sale Date August 31, 2011
Sale Price \$135,000
Unit Price : \$135,000.00
\$77.68/SF

Financing N/A
Interest Transferred N/A
Recording Information 3270/868

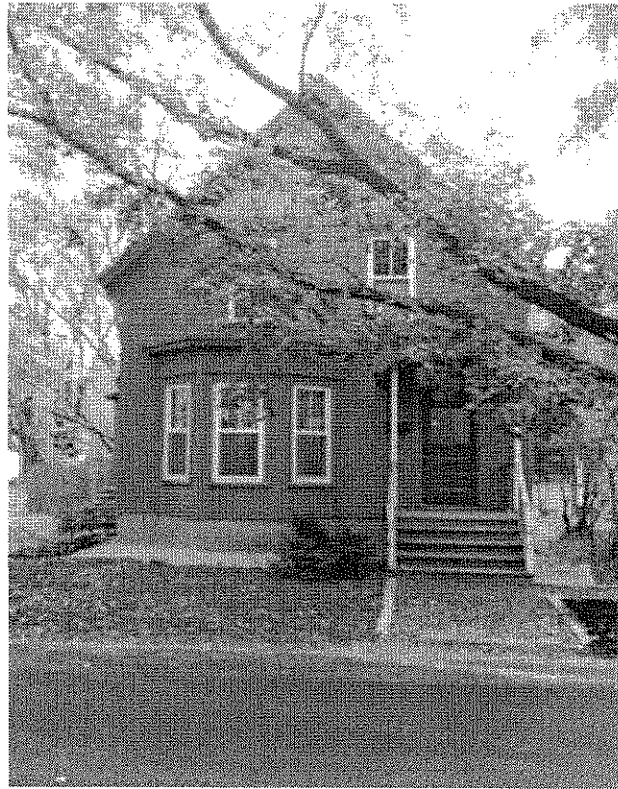
Current Use / Potential Use Single Family
Use at the Sale Date Single Family

Comments

The broker indicated that the property had a newer roof, but that there was interior work that needed to be completed.

Beacon Real Estate Advisors

Building Sale - 1



Building Sale - 2

Property Type Single Family

Location

Street 13 Hullbakers
City, State Concord, NH
County Merrimack

Physical Description

Land Area 0.4300 Acres
18,731 Square Feet

Fronting Streets Hullbakers
Number of Units 1
SF 1,599
SF/Unit 1,599

Topography Mostly Level
Shape Irregular
Utilities All Available

Sales Data

Grantor US Bank National Association
Grantee Bowers et al
Sale Date July 21, 2011
Sale Price \$114,900
Unit Price : \$114,900.00
\$71.86/SF

Financing N/A
Interest Transferred N/A
Recording Information 3264/589

Current Use / Potential Use Single Family
Use at the Sale Date Single Family

Comments

Bank owned property that was in fair condition at the time of sale. The property has a swimming pool that needed repairs and was not considered to contribute any value

Building Sale - 2



Building Sale - 3

Property Type Single Family

Location

Street 71 Hutchins
City, State Concord, NH
County Merrimack

Physical Description

Land Area 4,8000 Acres
209,088 Square Feet

Fronting Streets Hutchins

Number of Units 1

SF 2,409

SF/Unit 2,409

Topography Mostly Level

Shape Irregular

Utilities All Available

Sales Data

Grantor US Bank National Association

Grantee Bowers et al

Sale Date July 21, 2011

Sale Price \$114,900

Unit Price : \$114,900.00

\$47.70/SF

Financing N/A

Interest Transferred N/A

Recording Information 3264/589

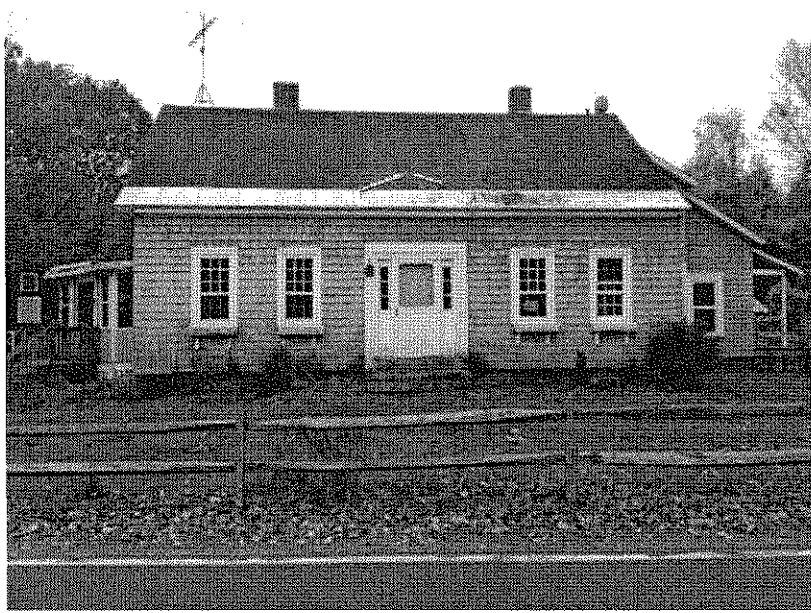
Current Use / Potential Use Single Family

Use at the Sale Date Single Family

Comments

Property was approved for HomePath Renovation Mortgage with as little as 3% down.. Was once a 2 family, converted to single. Being sold as is with renovations not detailed by the broker.

Building Sale -3



Building Sale - 4

Property Type Single Family

Location

Street 24 Wilson Ave
 City, State Concord, NH
 County Merrimack

Physical Description

Land Area 0.3700 Acres
16,117 Square Feet

Fronting Streets Wilson
 Number of Units 1
 SF 2,206
 SF/Unit 2,206

Topography Mostly Level
 Shape Irregular
 Utilities All Available

Sales Data

Grantor CLD Asset Management
 Grantee CLD Asset Management
 Sale Date May 11, 2011
 Sale Price \$100,000
 Unit Price : \$100,000.00
\$45.33/SF

Financing N/A
 Interest Transferred N/A
 Recording Information 3254/0865

Current Use / Potential Use Single Family
 Use at the Sale Date Single Family

Comments

Home was listed indicating substantial work. The property appears to have been rehabilitated by the time the appraiser photographed it.

Access: Average

Location: Above Average

Area: Originally 72 townhouse luxury condominiums, but some changes have subsequently occurred with this project.

Building Sale-4



Building Sale - 5Property Type Single Family**Location**Street 89 Village St
City, State Concord, NH
County Merrimack**Physical Description**Land Area 1.0800 Acres
47,045 Square FeetFronting Streets VillageNumber of Units 1SF 1,858SF/Unit 1,858Topography Mostly LevelShape IrregularUtilities All Available**Sales Data**Grantor N/AGrantee N/ASale Date Current ListingListing Price \$109,900Unit Price : \$109,900.00\$59.15/SFFinancing N/AInterest Transferred N/ARecording Information N/ACurrent Use / Potential Use Single FamilyUse at the Sale Date Single Family**Comments**

Current listing of a single family dwelling in poor condition.

Building Sale-5



EXHIBIT B
Legal Description



STATUTORY FORM OF
FIDUCIARY DEED

I, RUSSELL L. HAMMONS,

of Hampton, Rockingham County, State of New Hampshire,

, Executor under Will ~~XXXXXXXXXXXX~~ ~~XXXXXX~~

~~XX~~ of Nellie S. Banks, late

of Concord, Merrimack County, State of New Hampshire,

, by the power conferred by a license of the

Merrimack County Probate Court by decree dated September 28, 1960,

and every other power

for FOURTEEN THOUSAND DOLLARS

paid, grant to THE STATE OF NEW HAMPSHIRE



, the following described premises:

A certain tract of land with the buildings thereon situated in Concord,
in the County of Merrimack, and the State of New Hampshire, bounded and des-

cribed as follows, to wit: Beginning on the southerly side of Pleasant Street at the northwesterly corner of land now or formerly of Susan R. Dole; thence southerly by said Susan R. Dole's land one hundred (100) feet; thence westerly on a line parallel with Pleasant Street sixty (60) feet; thence northerly in a straight line to a point in the southerly line of Pleasant Street sixty (60) feet west of the point of beginning; thence easterly by said Pleasant Street sixty (60) feet to the point of beginning; said premises being subject to the right of Susan R. Dole and her heirs and assigns to pass and repass over a triangular strip of land on the easterly side of the land hereby conveyed adjoining land now or formerly of Susan R. Dole, said strip being eight (8) feet wide on Pleasant Street and tapering to a point at an iron pin set in the ground (on the line of said easterly bound) fifty-two (52) feet south of Pleasant Street.

And the said Nellie S. Banks does hereby for herself, her heirs and assigns covenant with the said Arthur E. Dole, his heirs and assigns that she will not at any time nor shall her heirs or assigns grow or allow to grow any tree or shrub on said premises or erect or allow to be erected any building or addition to the present building on said premises or allow to be done anything else on said premises that does or may interfere with a clear view to Pleasant Street past the southwesterly corner of the building herein conveyed from any window or windows on the northerly side of the present residence of said Arthur E. Dole; also that in case the said Nellie S. Banks, her heirs or assigns desire to sell the premises herein conveyed the said Arthur E. Dole, his heirs or assigns shall be given the privilege of repurchasing said premises at the fair value thereof prior to the acceptance of any bona fide offer for said premises made by any party.

Being the same premises conveyed by Arthur E. Dole to Nellie S. Banks by deed dated December 8, 1927, and recorded in Merrimack County Records, Book 491, Page 613.

See Release of Right to Purchase given by William D. and Mildred K. Panhale to the Nellie S. Banks Estate, dated September 30, 1960, and recorded in Merrimack County Records, Book 874, Page 72.

Witness my hand and seal this 15th day of December, 19 60.

Witness

John W. Perkins

Russell L. Hammons
Executor u/w Nellie S. Banks

THE STATE OF NEW HAMPSHIRE

Rockingham ss. December 15, 19 60

Then personally appeared the above named Russell L. Hammons, Executor u/w Nellie S. Banks,

and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me,

John W. Perkins
Justice of the Peace Notary Public

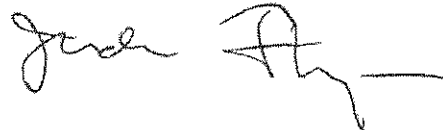
Received and recorded Dec. 16, 12-05 P.M. 1960

EXHIBIT C
Appraiser Certification

CERTIFICATE OF APPRAISER

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 is 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 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.
- I have made an exterior personal inspection of the property that is the subject of this report.
- no one provided significant real property appraisal assistance to the person signing this certification.
- the reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, I have completed the continuing education program of the Appraisal Institute.



Jude T Flynn, MAI, SRA
NH Certified General 632

EXHIBIT D
General Assumptions and Limiting Conditions

ASSUMPTIONS AND LIMITING CONDITIONS

No responsibility is assumed for matters legal in nature. No investigation has been made of the title to or any liabilities against the property appraised. In this appraisal, it is presumed that, unless otherwise noted, the owner's claim is valid, the property rights are good and marketable, and there are no encumbrances, which cannot be cleared through normal processes.

To the best of my knowledge, all data set forth in this report are true and accurate. Although gathered from reliable sources, no guarantee is made nor liability assumed for the accuracy of any data, opinions, or estimates identified as being furnished by others, which have been used in formulating this analysis.

No assessment or investigation has been made regarding the adequacy of the client's preparation for the impact of Year 2000 on its information systems and/or business process. I have assumed adequate preparation by the client and, unless expressly stated to the contrary, I have not considered any costs and/or expenses associated with Year 2000 compliance or its impact on my conclusions.

The market value estimate contained within this report specifically excludes the impact of structural damage or environmental contamination resulting from earthquakes or other causes. It is recommended that the reader of this report consult a qualified structural engineer and/or industrial hygienist for the evaluation of possible structural/environmental defects, the existence of which could have a material impact on market value.

Land areas and descriptions used in this limited appraisal I've obtained from public records and have not been verified by legal counsel or a licensed surveyor.

No soil analysis or geological studies neither I've ordered or made in conjunction with this report, nor I've any oil, gas, or other subsurface mineral and use rights or conditions investigated.

Substances such as asbestos, urea-formaldehyde foam insulation, other chemicals, toxic wastes, or other potentially hazardous materials could, if present, adversely affect the value of the property. Unless otherwise stated in this report, the existence of hazardous substance, which may or may not be present on or in the property, was not considered by the appraiser in the development of the conclusion of value. The stated value estimate is predicated on the assumption that there is no material on or in the property that would

cause such a loss in value. No responsibility is assumed for any such conditions, and the client has been advised that the appraiser is not qualified to detect such substances, quantify the impact on values, or develop the remedial cost.

No environmental impact study has been ordered or made. Full compliance with applicable federal, state, and local environmental regulations and laws is assumed unless otherwise stated, defined, and considered in the report. It is also assumed that all required licenses, consents, or other legislative or administrative authority from any local, state, or national government or private entity organization either have been or can be obtained or renewed for any use, which the report covers.

Plats and site plans along with Aerial photographs have been retained in the appraiser's file memoranda.

It is assumed that all applicable zoning and use regulations and restrictions have been complied with unless nonconformity has been stated, defined, and considered in the limited appraisal report. Further, it is assumed that the utilization of the land is within the boundaries of the property described and that no encroachment or trespass exists unless noted in the report.

The value or values presented in this report are based upon the premises outlined herein and are valid only for the purpose or purposes stated.

The date of value to which the conclusions and opinions expressed apply is set forth in this report. Unless otherwise noted, this date represents the last date of my physical inspection of the property. The value opinion herein rendered is based on the status of the national business economy and the purchasing power of the U.S. dollar as of that date.

Testimony or attendance in court or at any other hearing is not required by reason of this limited appraisal unless arrangements are previously made within a reasonable time in advance therefore.

One or more of the signatories of this limited appraisal report is a member or candidate of the Appraisal Institute. The Bylaws and Regulations of the Institute require each member and candidate to control the use and distribution of each appraisal report signed by them.

Possession of this report or any copy thereof does not carry with it the right of publication. No portion of this report (especially any conclusion to use, the identity of the appraiser or the firm with which the appraiser is connected, or any reference to the Appraisal Institute, American Society of Appraisers, or the designations awarded by these organizations) shall be disseminated to the public through prospectus, advertising, public relations, news, or any other means of communication without the written consent and approval of the appraiser

All details of the subject property's dimensions and building area have been taken from the Concord Assessor's records. It is assumed that these details are correct and the appraiser reserves the right to amend the report if a difference is noted.

EXHIBIT E
Qualifications of the Appraiser

Jude T. Flynn, MAI, SRA
Principal

Company

Beacon Real Estate Advisors
35 Manchester Road
Suite 11A -301
Derry, NH 03038

Valuation Experience

Mr. Flynn has been employed as an appraiser since 1984. He has completed appraisals of commercial and residential real estate. He has also generated discounted cash flow and sensitivity analyses for investment-grade real estate, securitization, and pension funds/insurance industries. Analyses he has performed involve various types of investment-grade real estate throughout the continental United States including apartments, cooperatives, hotels, industrial and research and development parks, office buildings, regional shopping centers, and undeveloped acreage.

Additionally, Mr. Flynn has experience in valuation for acquisitions, ad valorem, arbitration, asset management, cost segregation, development, dispositions, due diligence, lease analysis, and portfolio analysis.

Education

Saint Anselm College
Bachelor of Arts – History

State Certifications

Currently licensed in Massachusetts, New Hampshire, Vermont, Maine, Rhode Island, Connecticut, New York Pennsylvania

Professional Affiliations

Appraisal Institute, Member
Appraisal Institute, Senior Residential Appraiser

Valuation and Special Courses

Mr. Flynn completes several courses annually as part of the continuing education requirements of the Appraisal Institute. In addition, he attends real estate and financial industry-related conferences and seminars

Publications/Speeches

"Considering Business Enterprise Value," *New England Real Estate Journal*, 2000

"Estimating Reserves for Replacement," *New England Real Estate Journal*, 2002

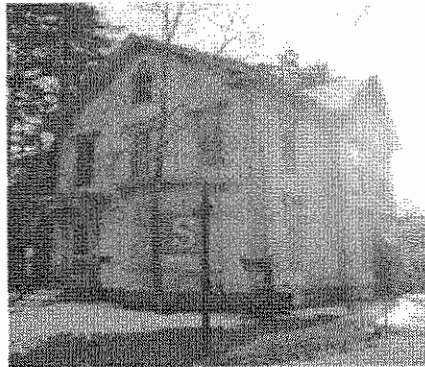
PROPOSAL

RFP FMA 2013-07

Prepared for:

NH Dept. of Administrative Services
25 Capitol St, Room 102
Concord, NH 03301

For Marketing the Property at:



79 Pleasant St, Concord, NH



85 Pleasant St, Concord, NH

Prepared by:

Mike Gallo, Gallo Realty Group
159 Amory St, Manchester, NH 03102
Office: (603) 836-0151
Fax: (603) 836-0158
Email: Mike@GalloRealtyGroup.com

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3.8 Pending Litigation/Settlement Agreement

3.9 State of NH Vendor Application/Number

3.10 Department Affidavit

5.2A Services

5.2B Market Analysis

Comparable Sales

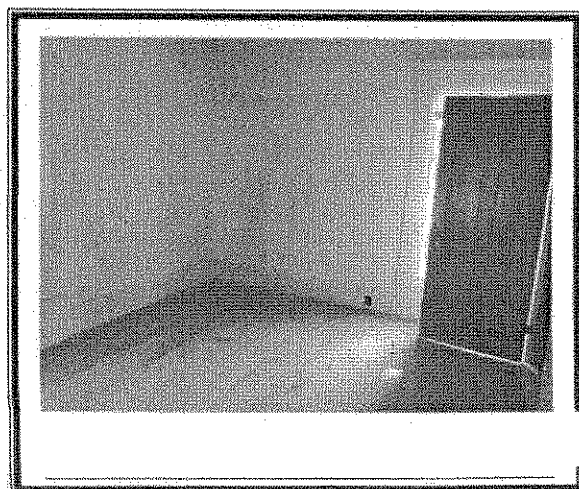
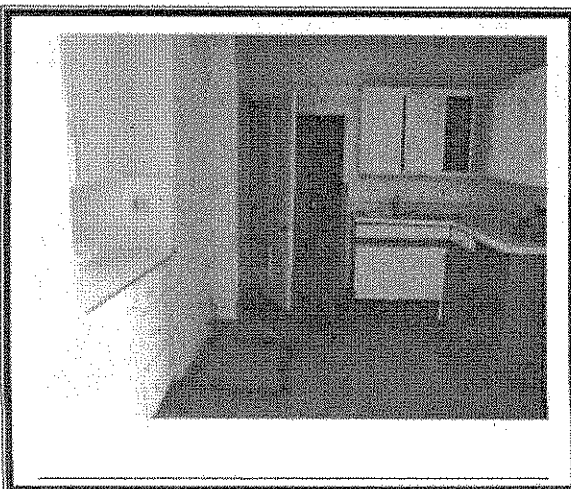
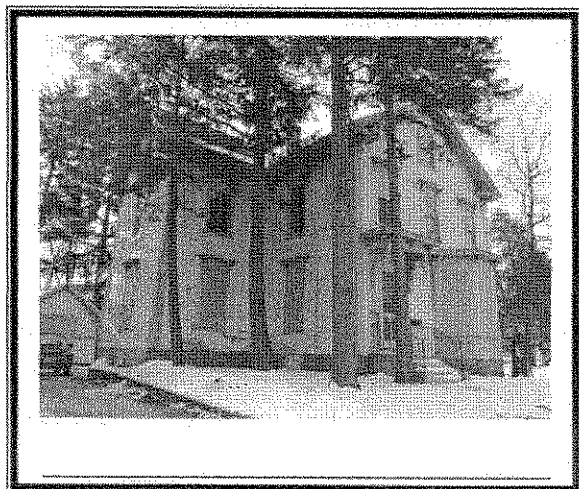
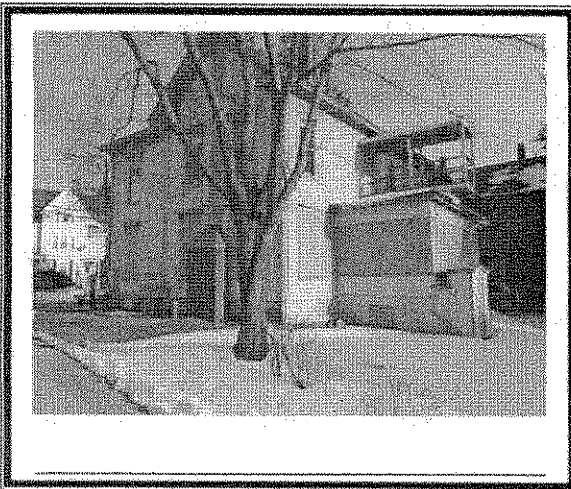
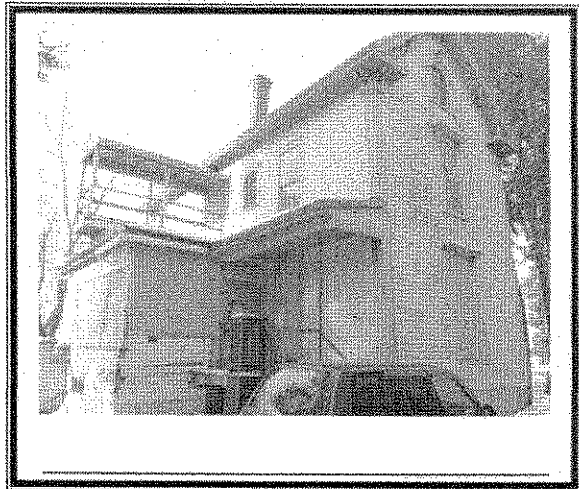
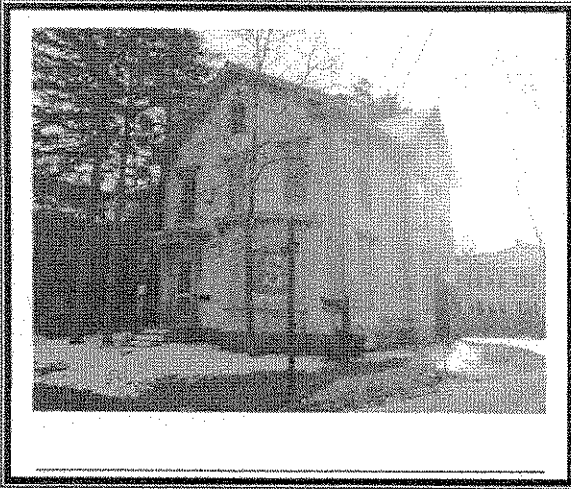
5.2C Commission

5.3 Compliance

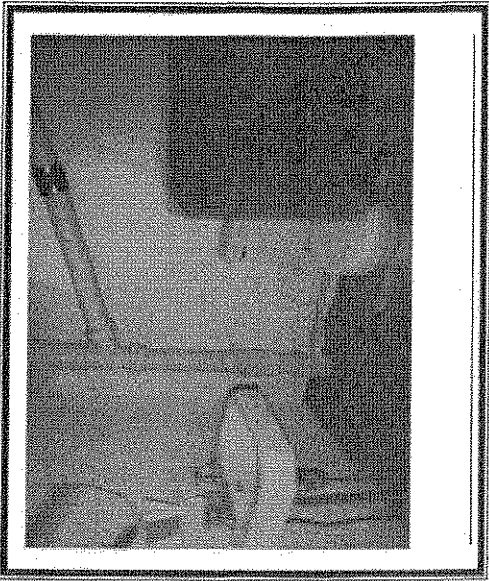
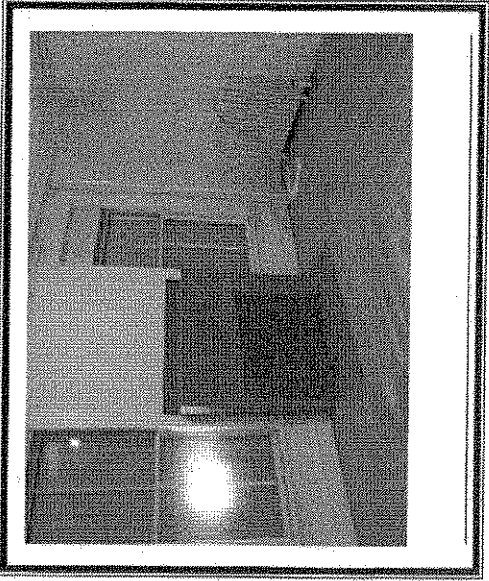
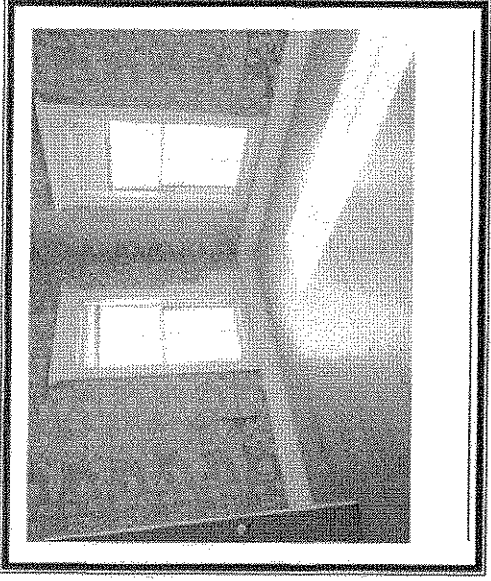
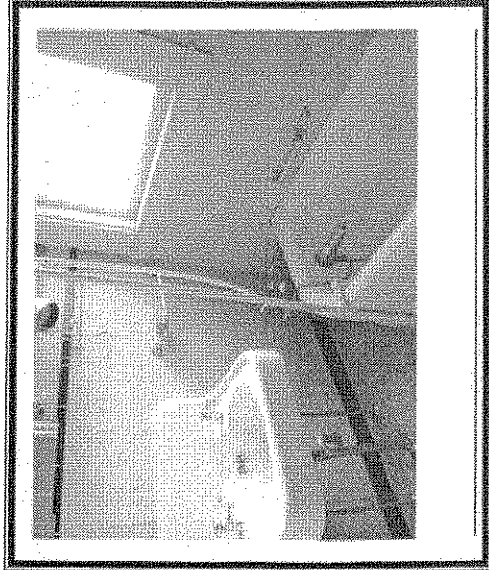
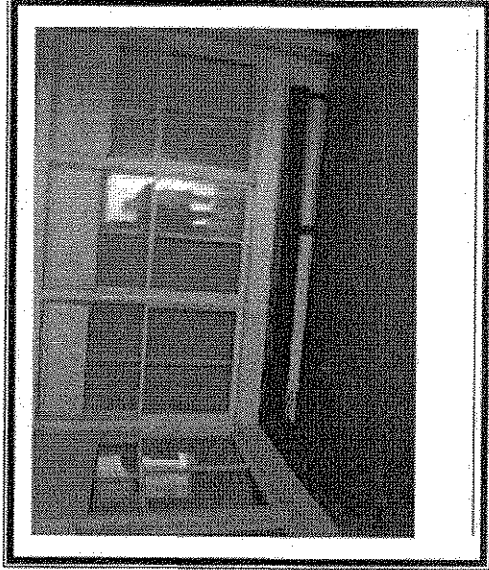
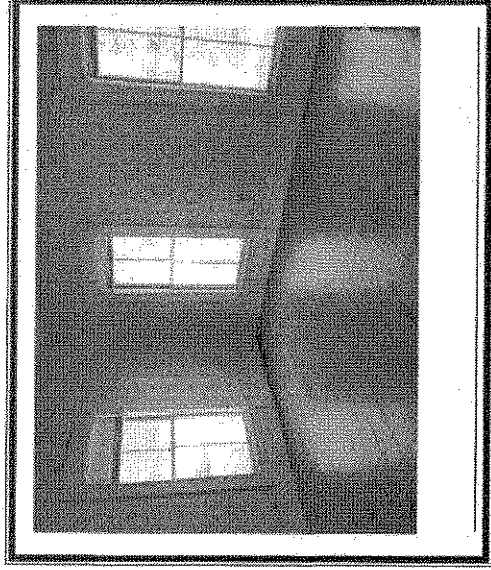
7.1 Proposal Certification

Property Photos

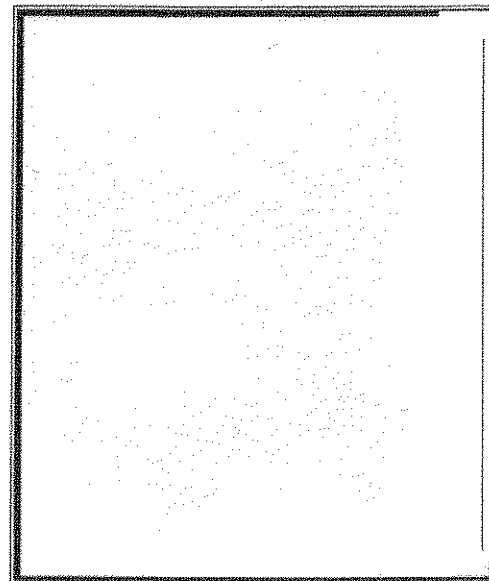
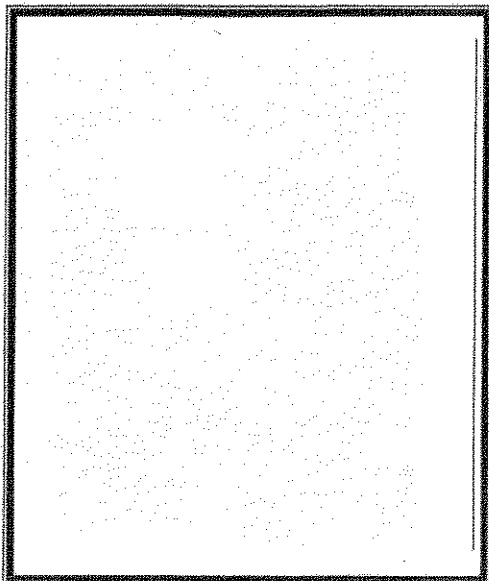
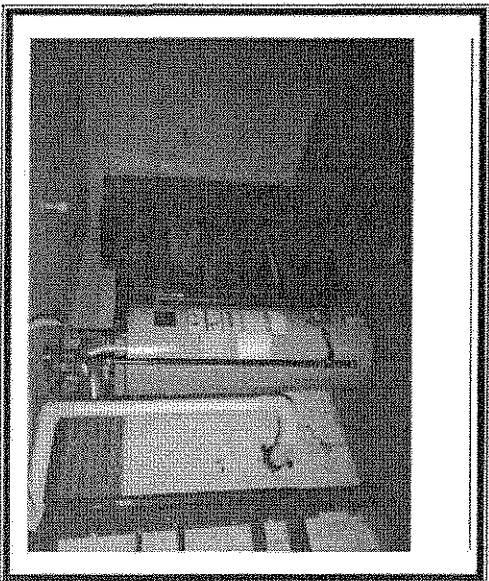
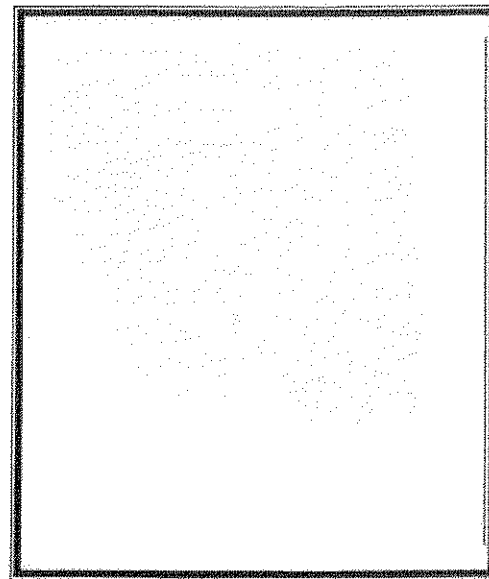
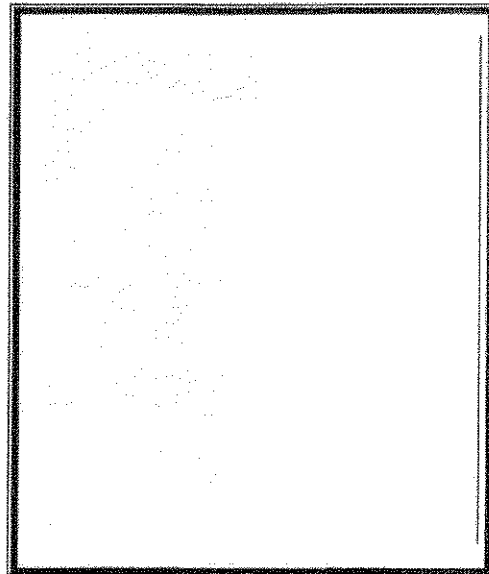
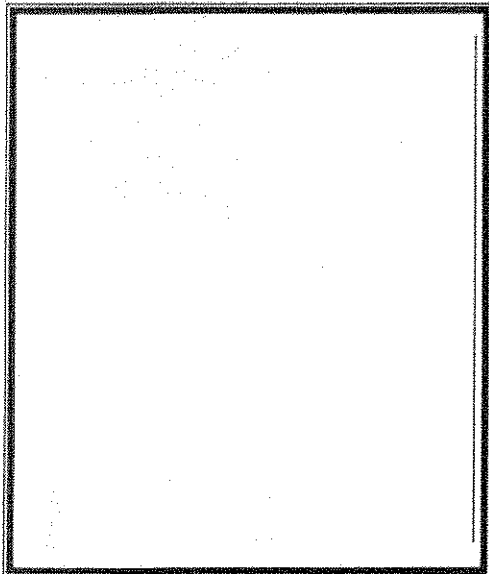
79 Pleasant St.
Concord, NH



Property Photos

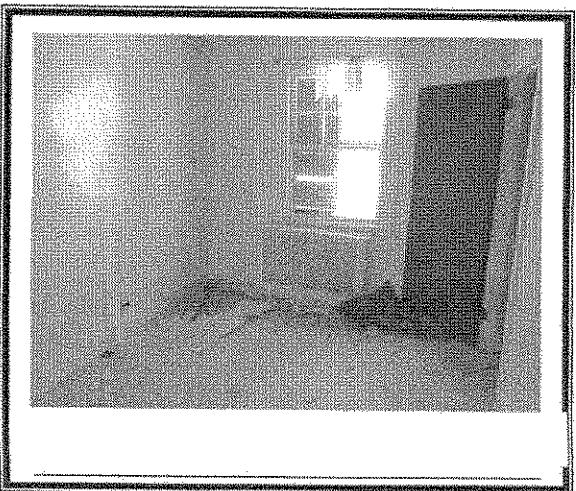
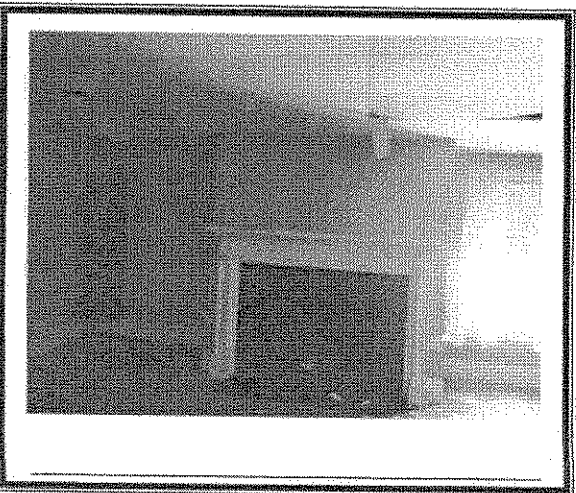
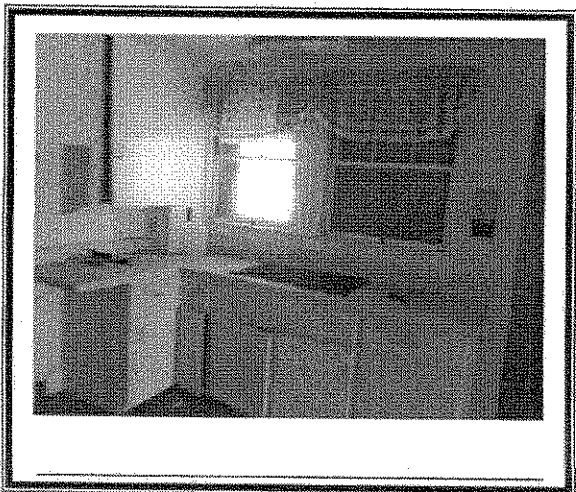
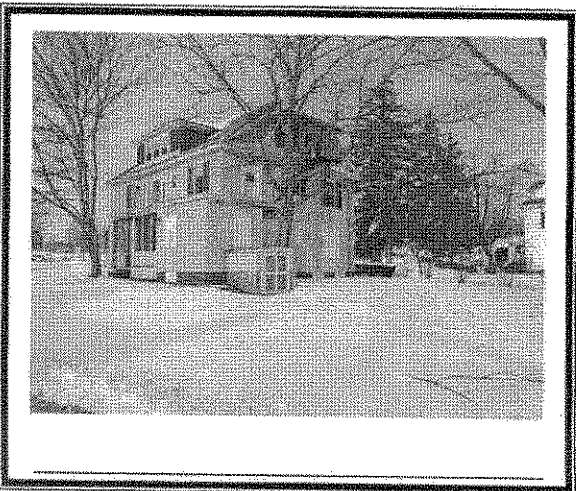
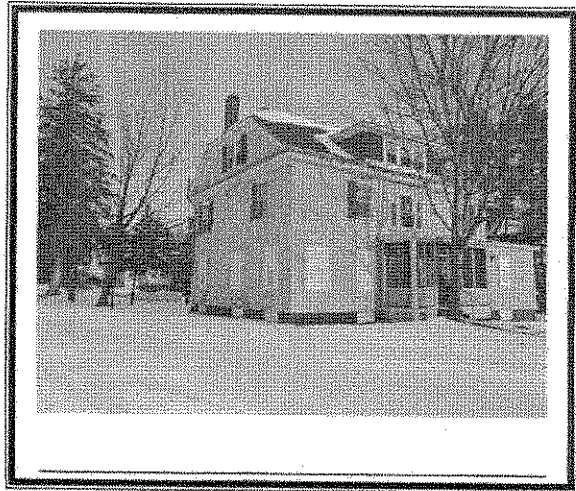
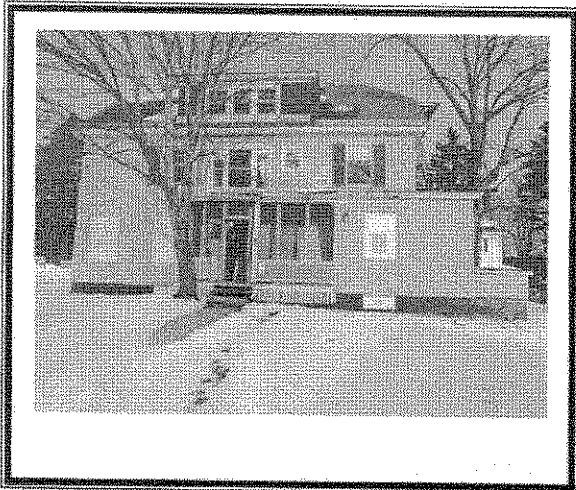


Property Photos

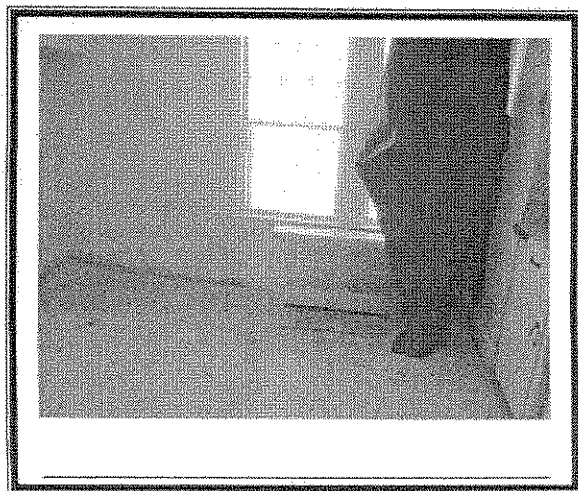
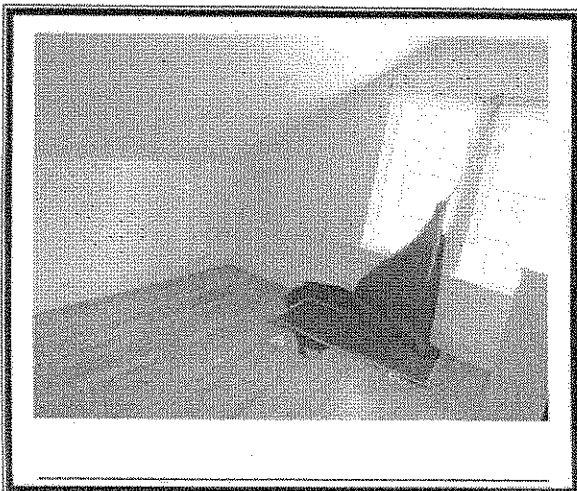
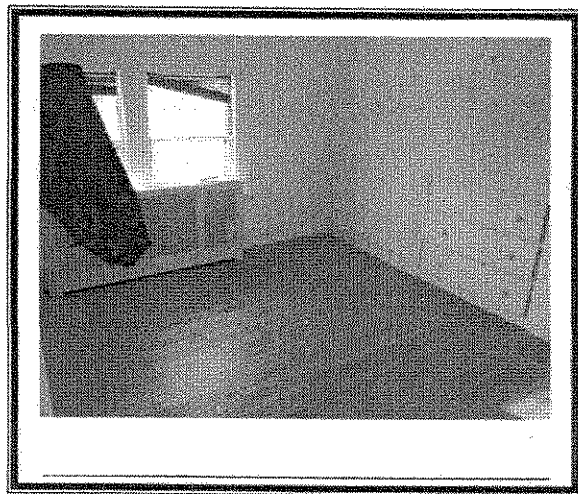
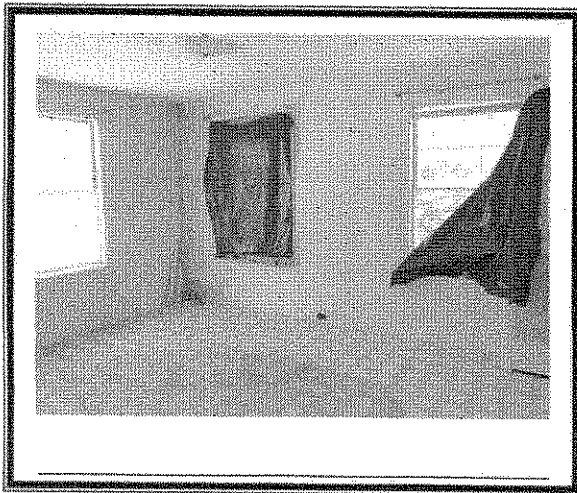
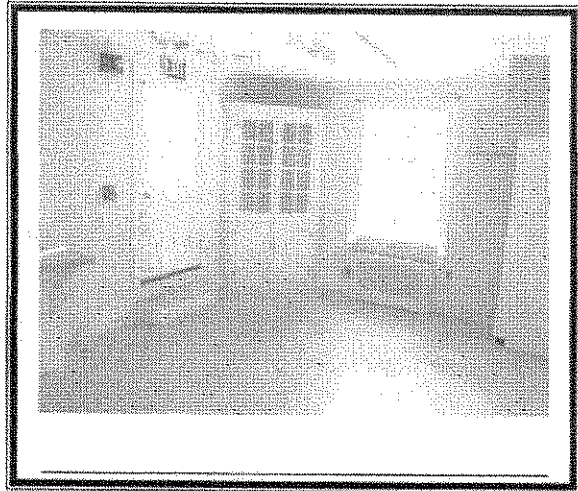
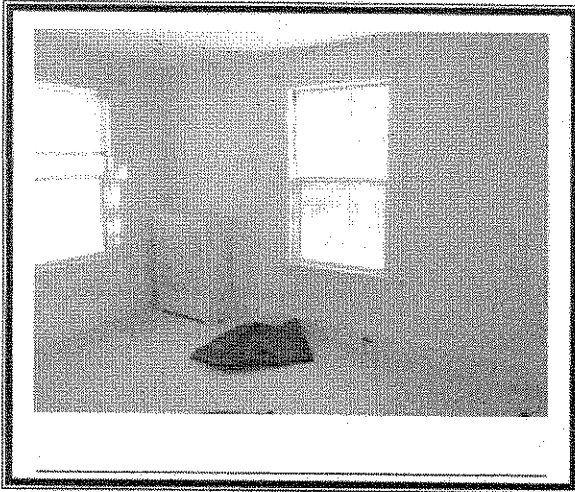


Property Photos

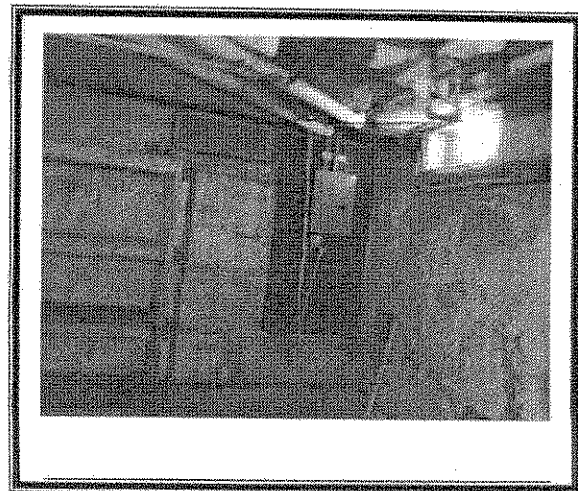
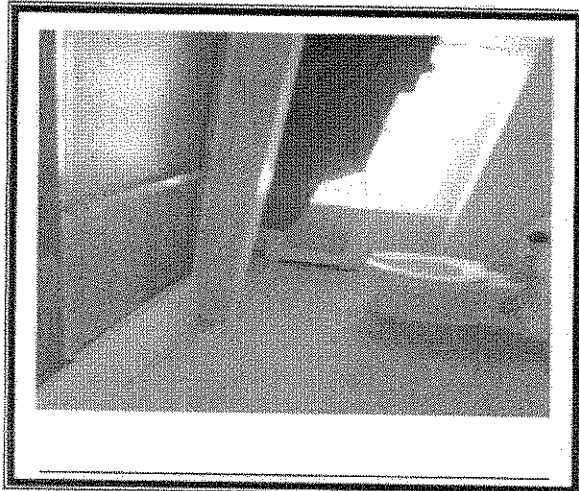
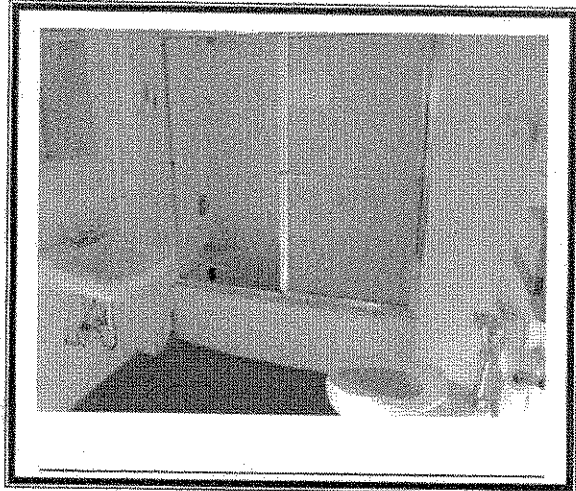
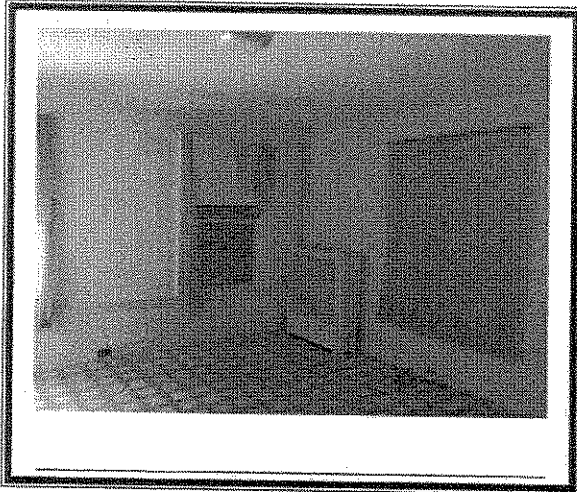
85 Pleasant St.
Concord, NH



Property Photos



Property Photos





Mike Gallo

159 Amory Street, Manchester, NH 03102
Phone: 603-836-0151 Fax: 603-836-0158

February 7, 2013

Thank you for the opportunity to submit a proposal for listing and marketing the properties located at 79 Pleasant St. & 85 Pleasant St., Concord, NH.

I hold a NH Real Estate Broker's License and have enjoyed a 9 year career in real estate sales and am well versed in all aspects of real estate. Memberships/affiliations include the local MLS and Board of Realtors. My clients include Fannie Mae, multiple REO companies, as well as private homeowners, and commercial investors.

I enjoyed our past relationship in helping you dispose of the state's surplus real estate and look forward to once again providing you with our customized services.

Each section within this proposal follows the order of the RFP outline.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Mike Gallo

3.1 Office Location

The office of Gallo Realty Group is located at 159 Amory St, Manchester, NH which is approximately 17 miles from the center of Concord, NH and the subject properties at 79 Pleasant St & 85 Pleasant St, Concord, NH. Our proximity to Concord provides easy access and the ability to meet with potential buyers or state personnel on short notice when necessary. Gallo Realty Group holds the real estate licenses of 10 agents along with employing 2 full-time broker's assistants.

3.2 Experience, Capacity, and References

Experience

- April 2012 – Successfully marketed and sold a single family home for the State of NH located at 1164 River Rd, Manchester, NH
- December 2011 – Successfully marketed and sold a single family home for the State of NH located at 1188 River Rd, Manchester, NH
- Marketed and sold in excess of 200 residential REO properties and private sales over the past 4 years.

Capacity

Gallo Realty Group holds the real estate licenses of 10 agents along with employing 2 full-time broker's assistants.

References

See following pages for reference exhibit.

EXHIBIT - BUSINESS/CORPORATE REFERENCE

This form must be completed by the person giving the reference on the Respondent. For purposes of this form, the Respondent is the business entity that currently or has previously provided services to your organization, and is submitting a reply to a solicitation. Upon completion of this form, please return original to Respondent. **NOTE TO RESPONDENT:** the Department reserves the right to contact the reference, if deemed necessary.

This business reference is for (Respondent's Name):

Gallo Realty Group / Mike Gallo

Name of the person providing the reference:

John Marino

Title of person providing the reference:

President

Organization name of person providing the reference:

Acs New England

Telephone number of the person providing the reference:

800-910-1758

Please identify your or your organization's relationship with the Respondent (e.g., subcontractor, customer, etc.).

Customer

How many years have you done business with the Respondent?

7

Please provide dates:

2005 - Present

If a customer, please describe the service(s) that the Respondent has provided and at least one corresponding property.

Sold property @ 252 Broad St NASHUA NH

Did the Respondent act as a primary provider or as a subcontractor?

Provider

Do you have a business, profession, or interest in the Respondent's organization? If yes, what is that interest?

NO

Have you experienced any contract performance problems with the Respondent's organization?

NO

Would you conduct business with the Respondent's organization again?

Yes

Are there any additional comments you would like to make regarding the Respondent's organization?

Great Company to work with

Dated this 7th day of February 2013

Name of Organization: Acs New England

Signed by:

Print Name: John Marino

Being duly sworn deposes and says that the information herein is true and sufficiently complete so as not to be misleading.

State of New Hampshire

County of Hillsborough

Signed and sworn to (or affirmed) before me this 7th day of February 2013 by the signor named above.

Notary Public: Susan E. Slank

My Commission Expires: 8/22/17

EXHIBIT - BUSINESS/CORPORATE REFERENCE

This form must be completed by the person giving the reference on the Respondent. For purposes of this form, the Respondent is the business entity that currently or has previously provided services to your organization, and is submitting a reply to a solicitation. Upon completion of this form, please return original to Respondent. **NOTE TO RESPONDENT:** the Department reserves the right to contact the reference, if deemed necessary.

This business reference is for (Respondent's Name):

Gallo Realty Group / Mike Gallo

Name of the person providing the reference:

Rene Thompson

Title of person providing the reference:

Organization name of person providing the reference:

N/A

Telephone number of the person providing the reference:

603-329-6821

Please identify your or your organization's relationship with the Respondent (e.g., subcontractor, customer, etc.).

Client

How many years have you done business with the Respondent?

2 1/2 years

Please provide dates:

May, 2010 to present

If a customer, please describe the service(s) that the Respondent has provided and at least one corresponding property.

listed and sold property at 130 Cartland Rd. Lee, NH

Did the Respondent act as a primary provider or as a subcontractor?

provider

Do you have a business, profession, or interest in the Respondent's organization? If yes, what is that interest?

no

Have you experienced any contract performance problems with the Respondent's organization?

no

Would you conduct business with the Respondent's organization again?

yes - absolutely

Are there any additional comments you would like to make regarding the Respondent's organization?

Mike Gallo and Susan have been a pleasure to deal with. They both are professional, reliable and reputable.

Dated this 6th day of February 2013

Name of Organization:

N/A

Signed by:

Rene P. Thompson

Print Name:

Rene P. Thompson

Being duly sworn deposes and says that the information herein is true and sufficiently complete so as not to be misleading.

State of

New Hampshire

County of

Hillsborough

Signed and sworn to (or affirmed) before me this 6th day of February 2013 by the signor named above.

Notary Public:

Susan E. Slank

My Commission Expires:

8/22/17

3.3 Current Strategic Approach with Other Clients

Experience is detailed in above section. We've had good success with past real estate sales in particular within the REO market. The subject properties are similar to REO properties with respect to condition and need for rehab.

We have an on-going relationship with many developers/investors who are interested in rehabbing residential properties who will be immediately contacted upon receiving these listings.

3.4 Licensure by Real Estate Commission

See following pages for Real Estate License and Certificate of Good Standing

Commissioners
Paul A. Lipnick
William E. Barry
Daniel S. Jones
David C. Dunn
James R. Therrien

Beth A. Edes
Executive Director



New Hampshire
REAL ESTATE COMMISSION

I certify that the below named company is duly licensed to practice real estate in the State of New Hampshire

Name: Gallo Realty Group NH LLC #065047

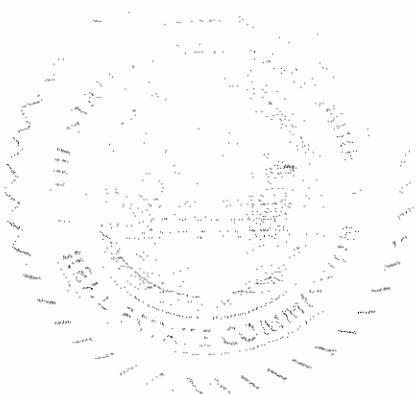
Address: 159 Amory St.
Manchester, NH 03102

Original License Issued: 09/24/10

Expiration Date: 09/24/14

I further certify that, to the best of my knowledge, this Company has had no complaints made against it that have not been satisfactorily disposed of by the New Hampshire Real Estate Commission.

Dated at Concord, New Hampshire this 18th day of October, 2012.



Beth A. Edes
Beth A. Edes
Executive Director

64 South Street • Concord, NH 03301-3670 • (603) 271-2701 • FAX (603) 271-1039

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

<http://www.state.nh.us/nhrec>

email: nhrec@nhrec.state.nh.us

Commissioners
Paul A. Lipnick
William E. Barry
Daniel S. Jones
David C. Dunn
James R. Therrien

Beth A. Edes
Executive Director



New Hampshire



REAL ESTATE COMMISSION

I certify that the below named person is duly licensed to practice real estate in the State of New Hampshire.

Name: Michael R. Gallo #062149

Address: 95 South Rd.
Deerfield, NH 03037

Salesperson's license: 05/10/04 Obtained by: Examination

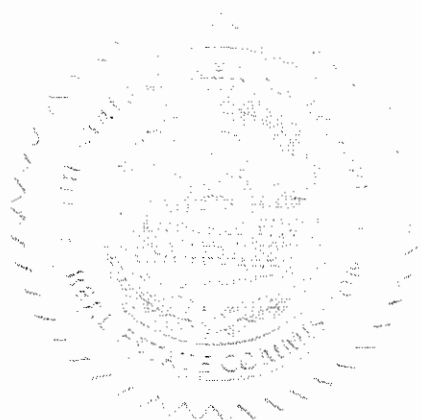
Broker's license: 01/12/06 Obtained by: Examination

Expiration Date: 01/12/14

Disciplinary Action: Settlement Agreement - Disciplinary Fine
\$1,000 paid, a completed 3hr. C.E. course on Ethics and a 3hr. C.E. course on contracts.

I further certify that, to the best of my knowledge, this individual has had no complaints made against him/her that have not been satisfactorily disposed of by the New Hampshire Real Estate Commission.

Dated at Concord, New Hampshire this 23rd day of July, 2012



Beth A. Edes
Executive Director

64 South Street • Concord, NH 03301-3670 • (603) 271-2701 • FAX (603) 271-1039

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

<http://www.state.nh.us/nhrec>

email: nhrec@nhrec.state.nh.us

3.7 Qualification to do Business

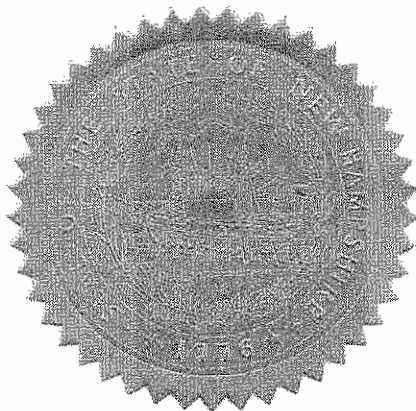
See following page

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 Gallo Realty Group NH, LLC is a New Hampshire limited liability company formed on September 24, 2010. 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 11th day of October, A.D. 2012

A handwritten signature in dark ink, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

3.8 Pending Litigation

No pending litigation. A past minor disciplinary action was resolved in 2011. Settlement Agreement immediately follows.

BEFORE THE
NEW HAMPSHIRE REAL ESTATE COMMISSION
CONCORD NH 03301

In the Matter of:

File No. File No. 2010-026 Wayne Sapurka v. Michael R. Gallo

Allegations: RSA 331-A:25-b, 1 (b, 2)

SETTLEMENT AGREEMENT

In order to avoid the delay and expense of further proceedings and to promote the best interests of the public and the practice of real estate, the New Hampshire Real Estate Commission ("Commission") and Michael R. Gallo ("the Licensee" or "the Respondent"), a real estate broker currently licensed by the Commission until 1/12/12, agree to resolve certain allegations of professional misconduct now pending before the Commission in accordance with the following terms and conditions:

1. The parties stipulate that the Commission has jurisdiction to institute a disciplinary proceeding against the Respondent pursuant to RSA 331-A:29, I and RSA 541-A:31, V, and if such a proceeding were commenced, the allegations against the Respondent would be:

A bank owned property was listed by Respondent Mike Gallo for \$63,900. On November 11, 2009 a buyer made a \$64,000 cash no contingencies offer which was verbally accepted by the seller via email from the asset manager. The next day on November 12, 2009 Complainant through his buyer-agent made a similar \$64,000 cash no contingencies offer for the property. The first buyer assigned the purchase and sales agreement ("P&S") contract to another buyer for \$3,000 who with no knowledge that Complainant had already attempted to purchase the property through a buyer-agent attempted to sell it to Complainant as an abutter to the property.

Respondent Mike Gallo in his reply indicates "Seller doesn't entertain offers while one is accepted". The Commission investigator spoke to Respondent Mike Gallo who admitted that he did not present Complainant's offer to the seller, and when the first offer and its assignment fell apart due to a delay to clear up a title problem, Respondent did not contact Complainant or Complainant's buyer-agent but rather called another investor directly (no co-broke) and sold it to him for \$56,000. Respondent's seller client could have received \$8,000 more for the property if Respondent Mike Gallo had presented Complainant's offer or considered the Complainant's offer when the first offer fell apart. Respondent Mike Gallo indicated that he had 3 total offers on the property (the first offer with its assignment that fell apart, Complainant's offer, and the offer from the investor which closed).

2. The Respondent acknowledges and does not contest the allegations described in Paragraph 1 above.
3. The Respondent consents to the Commission imposing the following discipline, pursuant to RSA 331-A:28, I. The Respondent shall pay a disciplinary fine in the amount of one-thousand dollars (\$1,000) to the New Hampshire Real Estate Commission, payable to the Treasurer State of New Hampshire within one-hundred and twenty (120) days of the effective date of this Settlement Agreement; and show proof of full attendance at a New Hampshire Real Estate Commission accredited 3-hour continuing education course about Ethics and a 3-hour continuing education course about Contracts (these continuing education courses are to be completed by classroom delivery method only and are not to be counted towards Respondent's

continuing education requirements) within one-hundred and eighty (180) days of the effective date of this Settlement Agreement. Failure to comply with this disciplinary Settlement Agreement will result in the suspension of Respondent's real estate license until the fine is paid and the course is completed.

4. The Respondent's failure to adhere to any requirement imposed by this Agreement shall be a separate and sufficient ground for disciplinary action by the Commission.
5. Except as provided in Item 3 and 4 above, this Agreement shall forever bar further disciplinary action or other adverse action by the Commission based upon the specific allegations described above in Paragraph 1, provided, however, that this Agreement may be considered by the Commission in determining whether the Respondent has engaged in a pattern of misconduct, or in determining the nature of any sanctions which may be imposed in any subsequent disciplinary proceeding arising out of different misconduct allegations.
6. The Respondent voluntarily signs this Settlement Agreement and states that no promises or representations have been made to her/him other than those terms and conditions expressly stated herein.
7. Respondent understands that her/his action in entering into this agreement is a final act and not subject to reconsideration or judicial review or appeal.
8. Respondent has had the opportunity to seek and obtain the advice of an attorney of her/his choosing in connection with her/his decision to enter into this Agreement.
9. Respondent understands that the Commission must review and accept the terms of this Agreement. If the Commission rejects any portion, the entire Agreement shall be

null and void. Respondent specifically waives any claims that any disclosures made to the Commission during its review of this Agreement have prejudiced her/his right to a fair and impartial hearing in the future if this Agreement is not accepted by the Commission.

10. Respondent certifies that she/he has read this document titled Settlement Agreement.

Respondent understands that she/he has the right to a formal adjudicatory hearing concerning this matter and that at said hearing she/he would possess the rights to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on her/his own behalf, to contest the allegations, to present oral argument, and to appeal to the courts. Further, Respondent fully understands the nature, qualities and dimensions of these rights. Respondent understands that by signing this Agreement, she/he waives these rights as they pertain to the misconduct described herein.


11. The effective date of this Agreement shall be on the date it is signed by the representative of the Commission shown below.

For the Respondent

I, Michael R. Gallo, have reviewed the forgoing Settlement Agreement settling misconduct allegations pending against me, and, of my own free will and without duress, and being knowledgeable about all of the consequences, admit to the validity thereof, and agree to all of the terms of this Settlement Agreement. Further, I knowingly and freely waive my right to further notice, opportunity for hearing, substantial evidence, and

findings and conclusions with regard to the allegations, which have been settled by the terms of this Settlement Agreement.

Dated: 5/16/11, 2011


Michael R. Gallo
Respondent

On this 16th day of May, A.D. 2011
personally appeared the person who subscribe to the following instrument and acknowledged the same as her/his voluntary act and deed before me.



Justice of the Peace/Notary Public

My commission expires:

SUSAN E. SLARK, Notary Public
My Commission Expires August 22, 2012

For the Commission

Dated: June 21, 2011


Beth A. Edes
Executive Director
of the NH Real Estate Commission

3.9 State of NH Vendor Application

Vendor number is 222570.

3.10 Department affidavit

State of NH Bid Affidavit immediately follows.

STATE OF NEW HAMPSHIRE BID AFFIDAVIT FORM - SUBMIT ORIGINAL WITH PROPOSAL
RFP FMA 2013-07

Date: 2/7/13

Company Name: Gallo Realty Group
Address: 159 Amory St
MANCHESTER, NH 03102

In accordance with RSA 21-I:11-c, the undersigned bidder certifies that neither the bidder nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):

- (1) Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
- (2) Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
- (3) Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
- (4) Is currently debarred from performing work on any project of the federal government or the government of any state;
- (5) Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
- (6) Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
- (7) Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
- (8) Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
- (9) Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
- (10) Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

The Bidder has read and fully understands this form.

Authorized Signor's Name Printed Mike Gallo
Authorized Signor's Signature [Signature]
Authorized Signor's Title Broker

NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: Hillsborough STATE: NH ZIP: 03104

On the 7th day of FEBRUARY, 2013, personally appeared before me, the above named Mike Gallo, in his/her capacity as authorized representative of Gallo Realty Group, known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

In witness thereof, I hereunto set my hand and official seal.

Susan E. Slank
(Notary Public/Justice of the Peace)

My commission expires: 8/22/17 (Date)

5.2A Services

We have regular contact with and have done business with a network of the top 3-5 investors/rehabbers in Southern NH. We will immediately contact this network of investors in an effort to market the subject properties. We possess the expertise to convert a lead to a sale.

We are readily available to attend meetings with state personnel to discuss the listing throughout the duration of the assignment.

As mentioned in section 3.2 of this proposal, Gallo Realty Group successfully marketed and sold, based on our recommended list price, 2 residential properties for the State of NH within the past 14 months. One of the properties sold over asking price.

Our listings are advertised through the local MLS, on multiple websites and in local newspapers. We subscribe to "enhanced listings" through Realtor.com which showcases our listings by putting them at the top of the search. We also subscribe to ListHub.com which puts our listings on multiple well known websites.

Gallo Realty Group will serve as a liaison between state personnel and a prospective buyer for an effective and smooth transaction.

5.2B Market Analysis

The subject properties located at 79 & 85 Pleasant St, Concord, NH are 2 separate buildings each situated on their own lot.

79 Pleasant St (Map 37, Block 6, Lot 17) is a 2 story wood frame building, containing 2428 sq. ft. and was built in 1859. This building has 9 rooms with 2 bathrooms, wood clapboard exterior, a slate roof, full unfinished basement, and a detached 1 car garage. The subject site is .14 ac and has a shared driveway with an abutting property via a right of way easement. This building needs complete rehab; cost to rehab is estimated to be \$100,000.

85 Pleasant St (Map 37, Block 6, Lot 19) is a 3 story wood frame building containing 3,330 sq. ft. and was built in 1913, and sits on a full basement. The building has 15 rooms with 2 bathrooms, wood shingle exterior, and a slate roof. The subject site is .34 ac with no direct frontage on Pleasant St. The property is accessed by a right of way easement over the driveway of an abutting property. This building also needs complete rehab; cost to rehab is estimated to be \$100,000.

The zoning classification in this location is "Neighborhood Residential" (RN) which allows for Residential uses including single family and 2 family dwellings, elderly housing and an assisted living facility. Although the 2 latter uses are legally permitted in this zone, the small lot size of each property limits the allowable sleeping units resulting in these uses being unfeasible. Per the Zoning Administrator of the City of Concord, the subject properties are best suited for single family dwellings. All other uses would require "zoning relief" from the City of Concord. The "highest and best" use for the subject properties is single family residential.

A search of the market for comparable properties revealed the following sold comps: (see following pages for comp printouts)

- Sold Comp #1: 101A South St, Concord – Sale Price \$131,000; closed 1/4/13; 2123 sq. ft.; built in 1880; 9 rooms, 2 bathrooms, 2 car detached garage, fair condition, located .85 mi from subject.

Comments: Similar zoning classification, located within reasonable proximity to the subject.

- Sold Comp #2: 3 Walker St, Concord – Sale Price \$100,000; closed 7/31/12; 2,088 sq. ft.; 8 rooms, 2 bathrooms; average condition; built in 1900; located 1 mi. from subject.

Comments: Similar zoning classification, located within reasonable proximity to the subject, superior condition.

- Sold Comp #3: 73 Broadway St, Concord – Sale Price \$142,900; closed 1/27/12; 1,776 sq. ft., 7 rooms, 1.5 baths; average/fair condition; built in 1905; 2 car detached garage.

Comments: Similar zoning classification, located within close proximity to the subject, superior condition.

- Sold Comp #4: 362 N. State St, Concord – Sale Price \$130,000; closed 2/10/12; 1,777 sq. ft.; 8 rooms, 2.5 baths; average/fair condition; 1 car detached garage.

Comments: Similar zoning classification, located within reasonable proximity to the subject, superior condition.

- Sold Comp #5: 36 Federal St, Concord – Sale Price \$115,800; closed 12/21/12; 1892 sq. ft.; 7 rooms, 2 baths; good condition; located .18 mi from subject.

Comments: Superior condition, located within close proximity to subject.

- Sold Comp #6: 17 Federal St, Concord – Sale Price \$134,000; closed 12/19/12; 1781 sq. ft.; 8 rooms, 2 baths; average condition; located .16 mi from subject.

Comments: Similar zoning classification, located within reasonable proximity to the subject, superior condition.

- Sold Comp #7: 88 Centre St, Concord – Sale Price \$132,500; closed 11/15/12; 1609 sq. ft.; 6 rooms, 1 bath; average condition; located .50 mi from subject.

Comments: Similar zoning classification, superior condition, located within close proximity to subject.

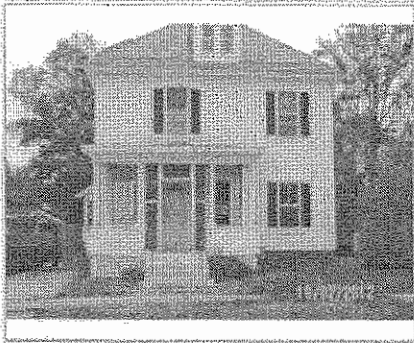
Valuation: Based on the above sales data, the "as-is" value for 79 Pleasant St is estimated to be \$85,000. A reasonable list price for this property is \$89,900. Due to the larger square footage of 85 Pleasant St, the "as-is" value is estimated to be \$100,000. with a list price of \$104,900. An asking price slightly higher than market value leaves room for negotiations with a buyer. Both properties have a likely marketing time of approximately 6 months. All comps are located in areas with a similar zoning classification as the subject. The comps would be adjusted for differences including condition, square footage, and amenities. The extensive rehab needed substantially reduces the value of each of the subject properties.

Landscaping, fresh exterior paint, replacement of rotted exterior wood, and replacement of windows would improve the curb appeal of both buildings and enhance the marketability. Removal of existing shutters or replacement of missing shutters at 85 Pleasant St would also be beneficial.

Due to the historical significance of both properties, they will be marketed subject to a historical preservation easement restricting renovations to the exterior of each building for a period of 7 years.

Residential
4189832 Closed191A South Street
Concord, New Hampshire 03301

L \$134,900

C\$131,000 ☐

Zoning:	RN	Rooms:	9
Year Built:	1880	Bedrooms:	4
Color:		Total Baths:	2
Gross Taxes:	\$ 4,395.01	Full:	2
Taxes TBD:	No	3/4 Baths:	0
Tax Year:	2011	1/2 Baths:	0
Monthly Assoc. \$:	\$	Garage Capacity:	2
Lot Acre:	23	Garage Type:	Detached
Lot SqFt:	10,019	Total Fin SqFt:	2,123
Common Land Acres:		Apx Fin Above Grd:	2,123
Road Frontage:	TBD	Apx Fin Below Grd:	0
		Apx TI Below Grd:	0
Water Frontage:		Foot Print:	
Water Acc Type:		Flood Zone:	Unknown
# of Stories:	2	Style:	Colonial, New Englander
Basement:	Yes / Walkup		

Water Body Type:	Water Body Restr.:	Surveyed:	Unknown	Seasonal:	No
Water Body Name:	Current/Land Use:	Land Gains:		Owned Land:	

Parcel Access ROW: ROW for other Parcel: ROW Width: ROW Length:

Public Rems: Here is a project well worth the effort. Prime location on South Street. Home that is just calling out to be renovated. Colonial with front porch and detached garage. Spacious foyer and parlor rooms and so much more. Seller has never occupied the property, no property condition disclosure is available. Due to condition, no utilities can be introduced to property for inspection purposes.

Directions: MAIN ST TO WEST ST TO SOUTH ST

ROOM	DIMS	LEVEL	ROOM	DIMS	LEVEL	FLOOR	BR	FB	3/4	1/2	1/4
Living Rm			Master BR			1st					
Kitchen			2nd BR			2nd					
Dining Rm			3rd BR			3rd					
Family Rm			4th BR			4th					
Office/Study			5th BR			Bsmt					
Utility Rm			Den								

Assoc Amenities:	Possession:
Interior Feat.:	
Exterior Feat.:	
Basement:	Full
Equip./Appl.:	
Driveway:	Paved
Construction:	Wood Frame
Financing:	
Floors:	
Garage/Park:	
Heat Fuel:	Gas-Natural
Roads:	Public
Sewer:	Public
Suitable Land Use:	
Fee Includes:	
Disability:	
Negotiable:	
Excl Sale:	
Electric:	Circuit Breaker(s)
Exterior:	Crapboard
Foundation:	Granite
Heating/Cool:	Steam
Lot Desc.:	City Lot, Level
Occ. Restrictions:	
Roof:	Slate
Water:	Public
Water Heater:	Gas-Natural
Building Certs:	
Docs Available:	

Tax Rate:	Assmt:	Assmt Yr:
Tax Class:		
Covenant:	Unknown	
Recorded Deed:	Foreclosure	
Map/Block/Lot:	22/17	
Devel/Subdvl:		
District:		
Elem Sch:		
Fuel Co:		
Timeshare/Fract. Ownrshp:		
Source SqFt:	3396/ 0744	County:
Book/Pg:		Merrimack
Property ID:		Plan/Survey:
Const. Status:	Existing	SPAN # (VT):
High Sch:		Home Energy Rating Index:
Cable:		Jr./Mid Sch:
Phone Co:		Electric Co:
# Weeks:		Resort:
		Timeshare %:

Closed Date: 01/04/2013 DOW/DUC: 11/1/83

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Residential
4145249 Closed3 Walker Street
Concord, New Hampshire 03301

L \$125,000

CS100,000 ☐

Zoning: RN
 Year Built: 1900
 Color: tan
 Gross Taxes: \$ 5,080.00
 Taxes TBD: No
 Tax Year: 2011
 Monthly Assoc. \$: \$
 Lot Acre: .06
 Lot SqFt: 2,614
 Common Land Acres:
 Road Frontage: Yes / 0
 Water Frontage:
 Water Acc Type:
 # of Stories: 1 1/2
 Basement: Yes / Interior
 Rooms: 8
 Bedrooms: 4
 Total Baths: 2
 Full: 2
 3/4 Baths: 0
 1/2 Baths: 0
 Garage Capacity: 0
 Garage Type: None
 Total Fin SqFt: 2,088
 Apx Fin Above Grd: 2,088
 Apx Fin Below Grd: 0
 Apx Ttl Below Grd: 1,008
 Foot Print:
 Flood Zone: Unknown
 Style: New Englander

Water Body Type:

Water Body Restr.:

Surveyed:

Unknown

Seasonal:

No

Water Body Name:

Current/Land Use:

Land Gains:

Owned Land:

Parcel Access ROW:

ROW for other Parcel:

ROW Width:

ROW Length:

Public Remarks: Fannie Mae owned home being sold AS IS. Property is eligible for Homepath renovation financing with as little as 3% down. Property has a one bedroom unit on the 1st floor and an undocumented 2nd floor unit with 2 bedrooms. Each unit has living room, kitchen, full bath, laundry and deck.

Directions:

ROOM	DIMS	LEVEL	ROOM	DIMS	LEVEL	FLOOR	BR	FB	3/4	1/2	1/4
Living Rm		1	Master BR		1	1st	1	1			
Kitchen		1	2nd BR		2	2nd	2	1			
Dining Rm			3rd BR		2	3rd					
Family Rm		2	4th BR			4th					
Office/Study			5th BR			Bsmt					
Utility Rm			Den								
kitchen		2									

Assoc Amenities:

Interior Feat.:

Exterior Feat.:

Basement:

Equip./Appl.:

Driveway:

Construction:

Financing:

Floors:

Garage/Park:

Heat Fuel:

Roads:

Sewer:

Suitable Land Use:

Fee Includes:

Disability:

Negotiable:

Excl Sale:

Tax Rate:

Tax Class:

Covenant:

Recorded Deed:

Map/Blck/Lot:

Devel/Subdiv:

District:

Elem Sch:

Fuel Co:

Timeshare/Fract. Ownrshp:

Assmt: \$206,500.00

Source SqFt:

Book/Pg: 2008/ 2309

Property ID:

Const. Status: Existing

High Sch:

Cable:

Phone Co:

Weeks:

Possession:

Electric:

Exterior:

Foundation:

Heating/Cool:

Lot Desc:

Occ. Restrictions:

Roof:

Water:

Water Heater:

Building Certs:

Docs Available:

Circuit Breaker(s)

Clapboard

Granite, Stone

Hot Water

City Lot, Level

Shingle-Asphalt

Public

Gas-Natural

Assmt Yr: 2011

County: Merrimack

Plan/Survey:

SPAN # (VT): --

Home Energy Rating Index:

Jr./Mid Sch:

Electric Co:

Resort:

Timeshare %:

Closed Date: 07/31/2012

DOM/DUC: 10 / 110

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Residential
4107554 Closed

73 Broadway
Concord, New Hampshire 03301

L \$144,900
C\$142,900



Zoning: m
Year Built: 1905
Color: Blue
Gross Taxes: \$ 4,849.72
Taxes TSD: No
Tax Year: 2010
Monthly Assoc.\$: \$
Lot Acres: .19
Lot SqFt: 8,276
Common Land Acres:
Road Frontage: Yes / 70
Water Frontage:
Water Acc Type:
of Stories: 2
Basement: Yes /

Rooms: 7
Bedrooms: 3
Total Baths: 2
Full: 1
3/4 Baths: 0
1/2 Baths: 1
Garage Capacity: 2
Garage Type: Detached
Total Fin SqFt: 1,776
Apx Fin Above Grd: 1,776
Apx Fin Below Grd: 0
Apx Tft Below Grd:
Foot Print:
Flood Zone: Unknown
Style: Colonial

Water Body Type:
Water Body Name:
Water Body Restr.:
Current/Land Use: No
Surveyed: Unknown
Land Gains:
Seasonal: No
Owned Land:

Parcel Access ROW: ROW for other Parcel: ROW Width: ROW Length:
Public Rems: This 2 story hip roof colonial needs some updating, but with features including 1700 square feet of living space, hardwood floors, fireplace living room, 3 spacious bedrooms, formal dining room, front foyer w/staircase and detached 2 story carriage house all sited on a nice lot just a stone's throw to Rollins Park and schools, should be well worth the effort!

Directions: McKee Square to Broadway

ROOM	DIMS	LEVEL	ROOM	DIMS	LEVEL	FLOOR	BR	FB	3/4	1/2	1/4
Living Rm	15x15	1	Master BR	12x16	2	1st				1	
Kitchen	9x18	1	2nd BR	12x12	2	2nd	3	1			
Dining Rm	13x23	1	3rd BR	12x13	2	3rd					
Family Rm			4th BR			4th					
Office/Study	9x10	2	5th BR			Basmt					
Utility Rm			Den								

Assoc Amenities:
Interior Feat.: Attic, Eat-in Kitchen, Fireplace-Wood, Foyer, Gas Heat Stove, Laundry Hook-ups, Library, Living Room, 1 Fireplace
Exterior Feat.: Barn, Porch, Porch-Enclosed, Storm Windows
Basement: Bulkhead, Full, Unfinished
Equip./Appl.:
Driveway: Paved
Construction: Existing, Wood Frame
Financing:
Floors: Carpet, Hardwood, Vinyl
Garage/Park: 4 Parking Spaces, Detached
Heat Fuel: Gas-Natural
Roads: Public
Sewer: Public
Suitable Land Use:
Fee Includes:
Disability:
Negotiable:
Excl Sale:

Possession: At Closing
Electric: Circuit Breaker(s)
Exterior: Aluminum, Wood
Foundation: Brick
Heating/Cool: Steam
Lot Desc: City Lot, Level
Occ. Restrictions:
Roof: Shingle-Asphalt
Water: Public
Water Heater: Gas-Natural
Building Certs:
Docs Available: Deed, Property Disclosure

Tax Rate:
Tax Class:
Covenant: No
Recorded Deed: Warranty
Map/Block/Lot: 17 / 18
Devel/Subdiv:
District: Concord
Elem Sch: Concord Elementary School
Fuel Co:
Timeshare/Fract. Ownership:

Assmt:
Source SqFt: Muni
Book/Pg: 1261 / 112
Property ID:
Const. Status: Existing
High Sch: Concord High School
Cable:
Phone Co:
Weeks:

Assmt Yr:
County: Merrimack
Plan/Survey:
SPAN # (VT):
Home Energy Rating Index:
Jr./Mid Sch: Rundlett Middle School
Electric Co:
Resort: No
Timeshare %:

Closed Date: 01/27/2012 DOM/DUC: 57 / 24

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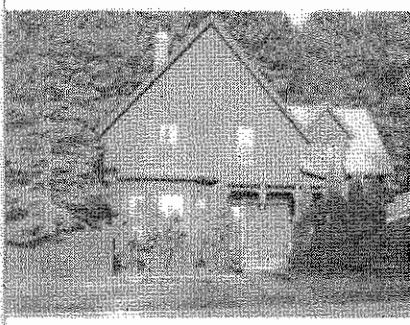
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Displaying matches 1 through 7 of 7

Residential
4118155 Closed343 N STATE STREET
Concord, New Hampshire 03301L \$139,900
C\$130,000

Zoning: RN
 Year Built: 1900
 Color:
 Gross Taxes: \$ 4,757.00
 Taxes TBD: No
 Tax Year: 2011
 Monthly Assoc. \$: \$
 Lot Acre: .32
 Lot SqFt: 13,939
 Common Land Acres:
 Road Frontage: Yes! 120
 Water Frontage:
 Water Acc. Type:
 # of Stories: 1 1/2
 Basement: Yes / Walkup
 Rooms: 8
 Bedrooms: 5
 Total Baths: 3
 Full: 2
 3/4 Baths: 0
 1/2 Baths: 1
 Garage Capacity: 1
 Garage Type: Detached
 Total Fin SqFt: 2,277
 Apx Fin Above Grd: 1,777
 Apx Fin Below Grd: 500
 Apx Til Below Grd: 500
 Foot Print:
 Flood Zone:
 Style: New Englander

Water Body Type:
 Water Body Name:
 Water Body Restr.:
 Current/Land Use:
 Surveyed:
 Land Gains:
 Unknown
 Seasonal:
 Owned Land:
 No

Parcel Access ROW:
 Public Rems:
 ROW for other Parcel:
 ROW Width:
 ROW Length:
 PRICED TO SELL & this home has lots to offer! Lovely 3 season mahogany porch overlooks large private tree lined fenced yard. Spacious home w/4 to 5 bedrooms, mbr with full bath & whole wall of cedar lined closets. Large eat in kitchen w/plenty of cabinets and storage, hardwood floors, built in moldings, knotty pine, plus dining rm or family rm, living rm w/bay window, Extra room on first floor for office/family room or bedroom. Finished basement, great space for childrens playroom, plus game room w/large built in bar, workshop w/built in bench, laundry room & 1/2 bath. Front patio enclosed by trees. Plenty of parking and 2nd curb cut for additional driveway. Storage building. Newer efficient furnace and hot water. Detached garage.

Directions: NORTH ON RT 3 (N STATE STREET) HOME ON RIGHT ACROSS FROM SWENSON GRANITE

ROOM	DIMS	LEVEL	ROOM	DIMS	LEVEL	FLOOR	BR	FB	3/4	1/2	1/4
Living Rm		1	Master BR		2	1st	1	1			
Kitchen		1	2nd BR		2	2nd	4	1			
Dining Rm		1	3rd BR		2	3rd					
Family Rm		1	4th BR		2	4th					
Office/Study			5th BR			Bsmt				1	
Utility Rm			Den								
SCREENED PORCH		1									

Assoc Amenities:
 Interior Feat.: Cable, Cable Internet, Ceiling Fan, Eat-in Kitchen, Formal Dining Room, Foyer, Laundry Hook-ups, Living Room, Master BR with BA
 Exterior Feat.: Out Building, Patio, Porch-Covered, Screened Porch
 Basement: Bulkhead, Finished, Full
 Equip./Appl.: Dishwasher
 Driveway: Common/Shared, Paved
 Construction: Existing, Wood Frame
 Financing:
 Floors: Carpet, Hardwood, Vinyl
 Garage/Park: 4 Parking Spaces, Detached
 Heat Fuel: Gas-Natural
 Roads: Public
 Sewer: Public
 Suitable Land Use:
 Fee Includes:
 Disability:
 Negotiable:
 Excl Sale:
 Possession: Immediate
 Electric: 100 Amp, Circuit Breaker(s)
 Exterior: Wood
 Foundation: Granite
 Heating/Cool: Steam
 Lot Desc: Landscaped, Level
 Occ. Restrictions:
 Roof: Shingle-Asphalt
 Water: Public
 Water Heater: Gas-Natural
 Building Certs:
 Docs Available:

Tax Rate:
 Tax Class:
 Covenant: No
 Recorded Deed: Warranty
 Map/Block/Lot: 711 A1/5
 Devel/Subdiv:
 District:
 Elem Sch:
 Fuel Co:
 Timeshare/Fract, Ownrshp:
 Assmt:
 Source SqFt:
 Book/Pg: 638 / 398
 Property ID:
 Const. Status: Existing
 High Sch:
 Cable:
 Phone Co:
 # Weeks:
 Assmt Yr:
 County: Merrimack
 Plan/Survey:
 SPAN # (VT):
 Home Energy Rating Index:
 Jr./Mid Sch:
 Electric Co:
 Resort:
 Timeshare %:

Closed Date: 02/16/2012

DOM/DUC: 16 / 36

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Residential
4139176 Closed36 Federal Street
Concord, New Hampshire 03301

L \$115,800

C \$115,800



Zoning:	CVP	Rooms:	7
Year Built:	1900	Bedrooms:	4
Color:	Grey	Total Baths:	2
Gross Taxes:	\$ 4,063.92	Full:	2
Taxes TBD:	No	3/4 Baths:	0
Tax Year:	2012	1/2 Baths:	0
Monthly Assoc. \$:	\$	Garage Capacity:	0
Lot Acre:	.04	Garage Type:	None
Lot SqFt:	1,742	Total Fin SqFt:	1,892
Common Land Acres:		Apx Fin Above Grd:	1,892
Road Frontage:	Yes/0	Apx Fin Below Grd:	0
		Apx Ttl Below Grd:	0
Water Frontage:		Foot Print:	
Water Acc Type:		Flood Zone:	Unknown
# of Stories:	2 1/2	Style:	New Englander
Basement:	Yes / Walkup		

Water Body Type: Water Body Name: Water Body Restr.: Current/Land Use: Surveyed: Unknown Seasonal: No.

Parcel Access ROW: ROW for other Parcel: ROW Width: ROW Length: Owned Land:

Public Rems: Endless character in this beautiful 4 Bedroom Victorian, from the molding to the hardwood floors - solid pocket doors to the stained glass windows! You will fall in love! New updates include vinyl windows, roof, heat and gorgeous new bathroom. Subject to third party approval.

Directions: Pleasant Street to Federal Building. Take a right onto Federal Street. House on the right.

ROOM	DIMS	LEVEL	ROOM	DIMS	LEVEL	FLOOR	BR	FB	3/4	1/2	1/4
Living Rm	12x15	1	Master BR	12x14	2	1st		1			
Kitchen	13x14	1	2nd BR	10x12	2	2nd	4	1			
Dining Rm	13x18	1	3rd BR	11x13	2	3rd					
Family Rm			4th BR	13x7	2	4th					
Office/Study			5th BR			Bsmt					
Utility Rm			Den								

Assoc Amenities: Possession:

Interior Feat:		Electric:	Circuit Breaker(s)
Exterior Feat:		Exterior:	Vinyl
Basement:	Full, Sump Pump, Unfinished, Walk Up	Foundation:	Brick, Stone
Equip./Appl.:		Heating/Cool:	Steam
Driveway:	Paved	Lot Desc:	City Lot
Construction:	Wood Frame	Occ. Restrictions:	
Financing:		Roof:	Other
Floors:		Water:	Public
Garage/Park:		Water Heater:	Gas-Natural
Heat Fuel:	Gas-Natural	Building Certs:	
Roads:	Public	Docs Available:	
Sewer:	Public		
Suitable Land Use:			
Fee Includes:			
Disability:			
Negotiable:			
Excl Sale:			

Tax Rate:		Assmt:	Assmt Yr:
Tax Class:		Source SqFt:	County: Merrimack
Covenant: No		Book/Pg:	Plan/Survey:
Recorded Deed: Warranty		Property ID:	SPAN # (VT):
Map/Block/Lot: 36/ 3/ 5		Const. Status: Existing	Home Energy Rating Index:
Devel/Subdiv:		High Sch:	Jr./Mid Sch:
District:		Cable:	Electric Co.:
Elem Sch:		Phone Co.:	Resort:
Fuel Co.:		# Weeks:	Timeshare %:
Timeshare/Fract. Ownership:			

Closed Date: 12/21/2012 DOM/DUC: 200 / 88

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Residential
4180343 Closed17 Federal
Concord, New Hampshire 03301

L \$139,900

CS134,000



Zoning: RD
Year Built: 1900
Color: White
Gross Taxes: \$ 4,330.90
Taxes TBD: No
Tax Year: 2011
Monthly Assoc.: \$
Lot Acre: .06
Lot SqFt: 2,614
Common Land Acres:
Road Frontage: TBD
Water Frontage:
Water Acc Type:
of Stories: 1 3/4
Basement: Yes / Walkup

Rooms: 8
Bedrooms: 4
Total Baths: 2
Full: 1
3/4 Baths: 1
1/2 Baths: 0
Garage Capacity: 0
Garage Type: None
Total Fin SqFt: 1,781
Apx Fin Above Grd: 1,781
Apx Fin Below Grd: 0
Apx Ttl Below Grd: 1,031
Foot Print:
Flood Zone: Unknown
Style: New Englander

Water Body Type: Water Body Restr.: Unknown **Seasonal:** No
Water Body Name: Current/Land Use: **Owned Land:**

Parcel Access ROW: ROW for other Parcel: ROW Width: ROW Length:
Public Rems: Great starter home. VERY CONVENIENT (an easy walk) to new Christa McAuliffe School, the Federal Courthouse, Franklin Pierce Law Center, and downtown!! Home features 4 bedrooms, HW floors, new roof, enclosed porch, plus a extra room for office/den or bedroom on the first floor. Why rent if you can build equity? Take advantage of the low mortgage rates!!

Directions: From Main St., go west on Pleasant, Federal is a right turn between South and S. State Sts., House on left.

ROOM	DIMS	LEVEL	ROOM	DIMS	LEVEL	FLOOR	BR	FB	3/4	1/2	1/4
Living Rm	14x13.4	1	Master BR	13.6x13.6	2	1st	0	1	0	0	0
Kitchen	14.6x11.6	1	2nd BR	11.7x10.6	2	2nd	0	0	1	0	0
Dining Rm	14x12	1	3rd BR	10x10	2	3rd	0	0	0	0	0
Family Rm			4th BR	11.9x11	2	4th	0	0	0	0	0
Office/Study			5th BR			Bsmt	0	0	0	0	0
Utility Rm			Den								
Den/office/BR	10x8.6	1									
Enclosed Porch	15.6x5.10	1									

Assoc Amenities: Cable, Cable Internet, Den/Office, Formal Dining Room, Pantry
Interior Feat.: Patio, Porch-Enclosed
Exterior Feat.: Full, Unfinished
Basement: Dishwasher, Range-Gas, Refrigerator
Equip./Appl.: Gravel
Driveway: Existing
Construction: Existing

Possession:

Electric: 100 Amp
Exterior: Aluminum
Foundation: Granite
Heating/Cool: Steam
Lot Desc: City Lot, Level
Occ. Restrictions:
Roof: Shingle-Asphalt
Water: Public

Financing:
Floors:
Garage/Park: 2 Parking Spaces
Heat Fuel: Gas-Natural
Roads: Public
Sewer: Public
Suitable Land Use:
Fee Includes:
Disability: 1st Floor Full Bathroom, 1st Floor Bedroom
Negotiable: Dryer, Washer
Excl Sale:

Water Heater: Gas-Natural
Building Certs:
Docs Available:

Tax Rate:
Tax Class:
Covenant: No
Recorded Deed: Warranty
Map/Block/Lot: 36/ 2/ 18
Devol/Subdiv:
District:
Elem Sch:
Fuel Co:
Timeshare/Fract. Ownrshp:

Assmt:
Source SqFt:
Book/Pg: 2891/ 0205
Property ID:
Const. Status: Existing
High Sch:
Cable:
Phone Co:
Weeks:

Assmt Yr:
County: Merrimack
Plan/Survey:
SPAN # (VT):
Home Energy Rating Index:
Jr./Mid Sch:
Electric Co:
Resort:
Timeshare %:

Closed Date: 12/19/2012

DOM/DUC: 79 / 44

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Manchester, NH 03102

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Lister: Noreen Christensen of BHG Masiello Concord

Fax Ph# : (603) 836-0158



www.GalloRealtyGroup.com

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 01/15/2013 01:07 PM Printed By: Susan Stark

Residential
4178652 Closed25 Centre St
Concord, New Hampshire 03301

L \$122,500

CS\$132,500



Zoning:	RN	Rooms:	6
Year Built:	1910	Bedrooms:	3
Color:	brick	Total Baths:	1
Gross Taxes:	\$ 5,232.00	Full:	1
Taxes TBD:	No	3/4 Baths:	0
Tax Year:	2011	1/2 Baths:	0
Monthly Assoc. \$:	3	Garage Capacity:	0
Lot Acre:	.06	Garage Type:	None
Lot SqFt:	2,614	Total Fin SqFt:	1,609
Common Land Acres:		Apx Fin Above Grd:	1,609
Road Frontage:	TBD	Apx Fin Below Grd:	0
		Apx Td Below Grd:	572
Water Frontage:		Foot Print:	
Water Acc Type:	2	Flood Zone:	No
# of Stories:		Style:	Victorian
Basement:	Yes / Walkout		

Water Body Type:

Water Body Restr.:

Surveyed:

Yes

Seasonal:

No

Water Body Name:

Current/Land Use:

Land Gains:

Owned Land:

Parcel Access ROW:

ROW for other Parcel:

ROW Width:

ROW Length:

Public Rams: Great location within walking distance to Franklin Pierce Law School at UNH, Whites Park and Main St shopping and dining. Move in condition 3 bedroom home with courtyard, hardwood floors, fireplace and many nice original features. This property qualifies for Homepath Renovation financing with as little as 3% down! Being sold AS IS.

Directions:

Main St to Centre, on right just before law school

ROOM	DIMS	LEVEL	ROOM	DIMS	LEVEL	FLOOR	BR	FB	3/4	1/2	1/4
Living Rm		1	Master BR		2	1st	3				
Kitchen		1	2nd BR		2	2nd		1			
Dining Rm		1	3rd BR		2	3rd					
Family Rm			4th BR			4th					
Office/Study			5th BR			Basmt					
Utility Rm			Den								

Assoc Amenities:

Interior Feat.: Cable, Cable Internet, Fireplace-Wood, 1 Fireplace

Exterior Feat.: Patio, Porch-Enclosed

Basement: Interior Stairs, Walk Out

Equip./Appl.: Dishwasher, Refrigerator

Driveway: Paved, ROW

Construction: Existing, Wood Frame

Financing:

Floors: Carpet, Hardwood, Vinyl

Garage/Park:

Heat Fuel: Oil

Roads: Public, Paved

Sewer: Public

Suitable Land Use:

Fee Includes:

Disability:

Negotiable:

Excl Sale:

Possession:

At Closing

Electric:

Circuit Breaker(s)

Exterior:

Shingle, Wood

Foundation:

Brick, Granite, Stone

Heating/Cool:

Hot Air

Lot Desc:

City Lot

Occ. Restrictions:

Shingle-Other

Roof:

Public

Water:

Water Heater:

Electric, Tank

Building Certs:

Docs Available:

Tax Rate:

Assmt:

\$212,700.00

Tax Class:

Covenant: No

Recorded Deed: Foreclosure

Map/Block/Lot: 48/3/12

Devel/Subdiv:

District: Concord

Elem Sch:

Fuel Co:

Timeshare/Fract. Ownrshp:

Source SqFt:

Muni

Book/Pg:

3328/24

Property ID:

Const. Status: Existing

High Sch: Concord High School

Cable:

Phone Co:

Weeks:

Assmt Yr:

2011

County:

Merrimack

Plan/Survey:

SPAN # (VT):

Home Energy Rating Index:

Jr./Mid Sch: Rindlett Middle School

Electric Co:

Resort:

No

Timeshare %:

Closed Date: 11/15/2012

DOM/DUC:

14 / 84

PREPARED BY

Susan Stark

Email: susan@gallorealtygroup.com

Gallo Realty Group, NH

Off. Ph#: (603) 836-0151

159 Amory Street

Agt. Ph#: (603) 836-0151 ext

Manchester, NH 03102

Cell Ph#: (-)

Lister: Christy Goodhue Mank of Christy Goodhue Real Estate, LLC

Fax Ph#: (603) 836-0158



www.GalloRealtyGroup.com

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5.2C Commission

Please see separate sealed commission proposal.

5.3 Compliance

See following page – 7.1B for Compliance Certification

PART VII - COMPLETION REQUIREMENTS

7.1 PROPOSAL CERTIFICATION

By submitting a proposal in response to RFP FMA 2013-07 (the "Proposal") and signing below, the Respondent hereby certifies as follows:

- A. The Respondent has been duly authorized to submit the Proposal, to make and sign this Proposal Certification, and to enter into any contract that may be awarded as a result. The person signing on behalf of the Respondent below is duly authorized to sign this Proposal Certification on behalf of the Respondent and to bind the Respondent to the full and complete performance of any contract that may be awarded as a result of this RFP.
- B. The Respondent understands and agrees to comply with and be bound by all of the terms and conditions of this RFP and any attachments, exhibits, addenda, amendments, or supplements hereto.
- C. The Proposal shall remain effective for 180 days following the submission deadline set forth in this RFP.
- D. The commission or fee structure included in the Proposal was established without collusion with any other vendor.
- E. The Respondent's Vendor Number is 222570.
- F. None of the Real Estate Brokers or Real Estate Firms named in the Proposal are now or have ever been the subject of any past or present disciplinary proceeding before the New Hampshire Real Estate Commission (or its counterpart in any other state), except as fully disclosed in writing and submitted herewith, together with descriptions of the outcomes and any resulting settlements, sanctions, or penalties.

Respondent Name: Mike Gallo

By:  2/7/13
(Signature) (Date)

Name and Title of Person Signing: Mike Gallo - Broker

Respondent Contact Person: Mike Gallo or Susan SLARK

Address: 159 Amory St
Manchester, NH 03102

Telephone Number: 603-836-0151

Fax Number: 603-836-0158

Email Address: Mike@GalloRealtyGroup.com

New Hampshire Council on Resources and Development

NH Office of Energy and Planning
107 Pleasant Street, Johnson Hall
Concord, NH 03301
Phone: 603-271-2155
Fax: 603-271-2615



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

MEMORANDUM

TO: Commissioner Linda M. Hodgdon
Department of Administrative Services

FROM: Susan Slack, Assistant Planner *Susan Slack*
Office of Energy and Planning

DATE: September 13, 2012

SUBJECT: Surplus Land Review, SLR 12-011-CONCORD

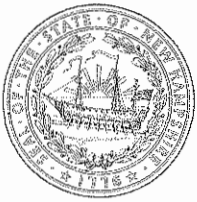
Effective September 13, 2012, the Council on Resources and Development (CORD) took action on the following issue brought by the Department of Administrative Services:

Request to sell the land and buildings located at 79 Pleasant Street, known as the Koutras House, totaling approximately 0.14 acres and including a 2,428 square foot, two-story house with a detached one-car garage.

CORD members voted to RECOMMEND APPROVAL OF SLR 12-011 as submitted, noting that the Department continues to work with the Division of Historical Resources on the sale.

cc: Michael P. Connor, Director, Division of Plant & Property Management
Jared Nylund, Real Property Asset Manager
Joanne Cassulo, Interim Director, NH Office of Energy and Planning
Representative John Graham, Chair, Long Range Capital Planning and Utilization Committee

MEMBER AGENCIES: Office of Energy and Planning • Resources and Economic Development • Environmental Services
Agriculture, Markets, and Food • Fish and Game • Safety • Education • Health and Human Services • Transportation
Cultural Resources • Administrative Services • New Hampshire Housing Finance Authority



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

OFFICE OF THE COMMISSIONER

25 Capitol Street – Room 120
Concord, New Hampshire 03301

LROP 13-018

LINDA M. HODGDON
Commissioner
(603) 271-3201

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

April 1, 2013

The Honorable David Campbell, Chairman
Long Range Capital Planning and Utilization Committee
L.O.B. – Room 201
Concord, New Hampshire 03301

REQUESTED ACTION

Pursuant to RSA 4:40, the Department of Administrative Services (the "Department" as "Licensor") requests approval of the attached two (2) year Field License Agreement with the City of Laconia ("Licensee") to utilize the State-owned Hank Risley Field in Laconia for youth and adult sport practices and as a car parking lot for sporting events at the adjacent Robbie Mills Park, which is home to the Laconia Muskrats of the New England Collegiate Baseball League.

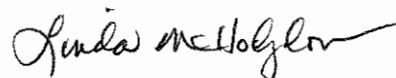
EXPLANATION

The Hank Risley Field is a component area of the Lakes Region Facility property (formerly known as the Laconia State School property) that is situated along its northern boundary and consists of approximately five (5) acres of an open field located directly across Eastman Road from Robbie Mills Park. The Field License Agreement effectively renews the City's existing thirteen (13) month license to use the field, which expires on May 10, 2013, for an additional two (2) years until May 10, 2015. In light of the rapidly approaching expiration of the City's existing license, the Department is submitting the Field License Agreement concurrently herewith to the Council on Resources and Development (CORD) for review at its next scheduled meeting on April 11, 2013.

Under the terms of the Field License Agreement, the City of Laconia is not charged for the use of the field. Instead, the City is fully responsible for maintaining the field in a proper and safe condition and for restoring it to its original condition at the end of the term of the Agreement. The term of the agreement shall begin on May 11, 2013 and end on May 10, 2015.

Authorization is hereby requested: to enter into the attached two (2) year Field License Agreement with the City of Laconia to utilize the Hank Risley Field in Laconia subject to the conditions outlined above.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Linda M. Hodgdon", with a stylized flourish at the end.

Linda M. Hodgdon
Commissioner

Attachments

LIST OF EXHIBITS

1. Field License Agreement
2. Location map
3. Tax map detail
4. Aerial View

FIELD LICENSE AGREEMENT

Hank Risley Field
Lakes Region Facility, Eastman Road, Laconia

This License Agreement is made this _____ day of _____ 2013 by and between the **State of New Hampshire** ("Licensor"), by and through its Department of Administrative Services, 25 Capitol Street, Concord, New Hampshire 03301, and the **City of Laconia** ("Licensee"), 45 Beacon Street East, Laconia, New Hampshire 03246.

A. The Licensor owns a parcel of land located in Laconia, New Hampshire known as the Lakes Region Facility (formerly known as the "Laconia State School"), which is bounded on three sides by New Hampshire Route 106, Meredith Center Road, and Eastman Road, respectively, and which includes at its northern boundary along Eastman Road a component area known as "Hank Risley Field" consisting of approximately 5 acres of a mostly undeveloped open field (the area depicted as "Hank Risley Field" and "Parcel 4A" on the survey plan attached hereto as Exhibit A is hereinafter referred to as the "Licensed Premises"); and

B. The Licensee desires to continue to use the Licensed Premises for youth and adult sport practices and as a car parking lot for sporting events at Robbie Mills Park, which is located directly across Eastman Road from the Licensed Premises; and

C. The Licensee is willing to assume at its sole expense full responsibility to mow, roll, and otherwise maintain in proper and safe condition the Licensed Premises pursuant to the terms set forth herein.

In consideration of the promises and covenants set forth herein, the parties agree as follows:

1. The Licensor hereby grants to the Licensee the right to use the Licensed Premises for youth and adult sport practices and as a car parking lot for sporting events at Robbie Mills Park for a term of two (2) years from May 11, 2013 to May 10, 2015 (the "Term"). During the Term the Licensee may use the Licensed Premises as provided herein on an unlimited basis.

2. The Licensee shall be fully responsible for maintaining, cleaning, and repairing the Licensed Premises at its sole expense. Required maintenance shall minimally include, but not be limited to, regular mowing and rolling of the Licensed Premises and other maintenance to keep the area in a good, safe, proper, and suitable condition for the Licensee's use hereunder. The Licensee shall clean up the License Area after each use and ensure that any waste or debris is removed and properly disposed of. The Licensee shall immediately repair any damage to the Licensed Premises that may result from the exercise of its rights hereunder.

3. At the conclusion of the Term, the Licensee shall restore at its sole expense the Licensed Premises to its original condition as of the date immediately prior to its first use by the Licensee as a parking area.

4. Notwithstanding the foregoing, either party may terminate this License Agreement at any time for any or no reason upon providing thirty (30) days prior written notice to the other party.

5. Any notice to be provided hereunder or in connection herewith shall be sent via first class mail or hand delivery to the designated contact person for each party at the corresponding address indicated below:

Licensor:

Michael Connor, or his designee or successor
State of New Hampshire
Department of Administrative Services
25 Capitol Street, Room 102
Concord, NH 03301

Licensee:

Scott Myers, City Manager, or his successor
City of Laconia
45 Beacon Street East
Laconia, NH 03246

6. The Licensee's use and maintenance of the Licensed Premises shall be: (a) without cost, expense, or liability to the Licensor; and (b) subject to such rules, regulations, and policies as the Licensor may prescribe from time to time.

7. The Licensee has inspected and is familiar with the condition of the Licensed Premises. It is understood by Licensee that the Licensed Premises are licensed in an "as is, where is" condition without any representations by the Licensor as to their fitness for the Licensee's intended use hereunder. The Licensor shall have no obligation to make any alterations, repairs, or improvements to the Licensed Premises.

8. The Licensee shall defend, indemnify, save, and hold harmless the Licensor, its officers, employees, and agents from and against any and all losses suffered by the Licensor, its officers, employees, or agents and any and all claims, liabilities, or penalties asserted against the Licensor, its officers, employees, or agents on account of, based on, resulting from, or arising out of (or which may be claimed to arise out of) or in connection with the acts or omissions of the Licensee or its officer, employee, agent, sublicensee, or contractor in connection herewith, provided, however, that under no circumstances shall the Licensee be responsible for the acts of the Licensor. Nothing contained in this License Agreement shall be construed to constitute a waiver of the sovereign immunity of the Licensor, which immunity is hereby expressly reserved to the Licensor. The foregoing covenants shall survive the termination of this License Agreement.

9. The Licensee shall not alter or improve the Licensed Premises or make any additions or accessions thereto without the prior written consent of the Licensor, which consent shall not be unreasonably withheld or delayed.

10. The Licensee shall at all times promptly observe and comply at its sole expense with the provisions of all applicable federal, state, and local laws, rules, regulations, and standards, and in particular those provisions concerning the protection and enhancement of environmental quality, pollution control and abatement, safe drinking water, and solid and hazardous waste.

11. The Licensee shall be solely responsible for damage to property or injuries to persons which may arise from or be attributable or incident to the Licensee's exercise of the privileges granted under this License Agreement (including the condition or state of repair of the Licensed Premises and its use by the Licensee), for damage to the property of the Licensee, and for damage to the property or injuries to the person of the Licensee's invitees, officers, employees, agents, contractors, sublicensees, or others who may have entered the Licensed Premises at their invitation or at the invitation of any one of them. The Licensee agrees to assume all risk of loss of or damage to the Licensed Premises and any other property and all risk of injury or death to any person by reason of the Licensee's exercise of the privileges granted herein. The Licensee waives any and all claims against the Licensor for any such loss, damage, personal injury, or death caused by or occurring by reason of or incident to the Licensee's use of the Licensed Premises or as a consequence of the conduct of activities or the performance of responsibilities under this License. Notwithstanding anything to the contrary contained in this Section 11, under no circumstances shall the Licensee be responsible for the acts of the Licensor.

12. The Licensee, shall, at its sole expense, obtain and maintain in force, and shall require any sublicensee or contractor to obtain and maintain in force, both for the benefit of the Licensor, comprehensive general liability insurance against all claims of bodily injury, death, or property damage in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence. The policies described in this paragraph shall be on the standard forms 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 policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than ten (10) days after written notice thereof has been received by the Licensor.

13. Except as otherwise provided herein, the rights granted under this License Agreement shall be nontransferable, nonassignable, and nonexclusive. In the event that the Licensee sublicenses any rights granted hereunder, the Licensee affirms and agrees that it shall remain primarily and directly liable to the Licensor as provided herein.

14. This License Agreement is to be construed according to the laws of the State of New Hampshire.

15. This License Agreement embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings between the parties hereto relating to license granted hereunder.

16. This License Agreement may only be amended by an instrument in writing signed by the parties hereto, and only after approval of such amendment by the Governor and Executive Council of the State of New Hampshire.

17. The parties hereto do not intend to benefit any third parties hereby, and this License Agreement shall not be construed to confer any such benefit.

18. EFFECTIVE DATE OF AGREEMENT: This License Agreement shall only become effective upon approval by the Governor and Executive Council of the State of New Hampshire.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the date first above written.

LICENSOR:

STATE OF NEW HAMPSHIRE

By and through its

DEPARTMENT OF ADMINISTRATIVE SERVICES

By: _____

Linda M. Hodgdon, Commissioner

LICENSEE:

CITY OF LACONIA

By: _____

Scott Myers, City Manager

STATE OF NEW HAMPSHIRE

COUNTY OF _____

On this _____ day of _____, 2013, before me, the undersigned officer, personally appeared **Scott Myers**, who acknowledged himself to be the City Manager of the City of Laconia, and being so authorized, executed the foregoing instrument for the purposes therein contained.

Notary Public/Justice of the Peace

My Commission Expires: _____

Approved by the Department of Justice as to form, substance and execution:

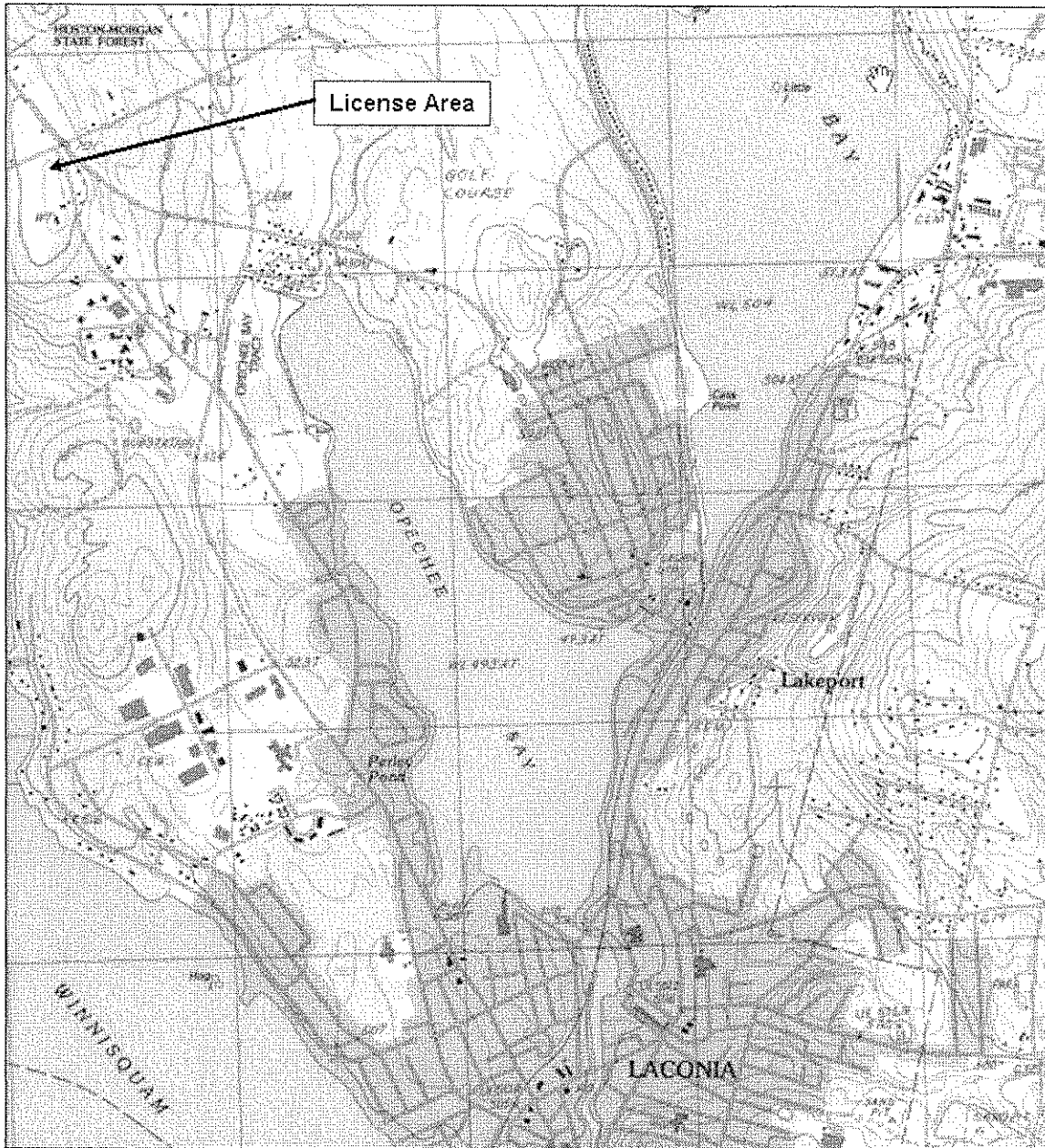
Date: _____ Attorney: _____

Approved by the Governor and Executive Council:

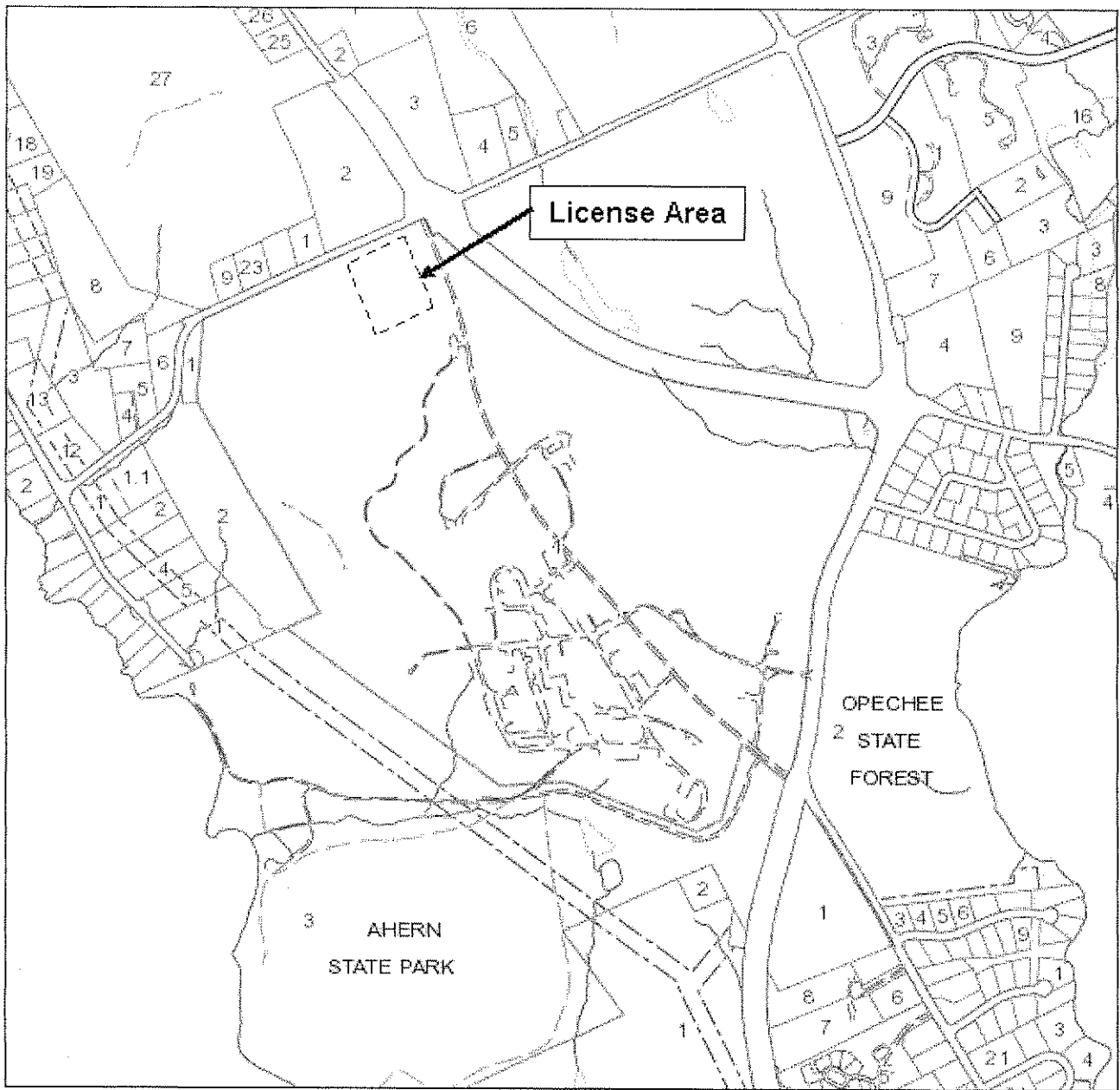
Date: _____ Agenda Item Number: _____

Exhibit A
Survey Plan of Robbie Mills Park and Hank Risley Field

(reduced-size plan image appears on next page)

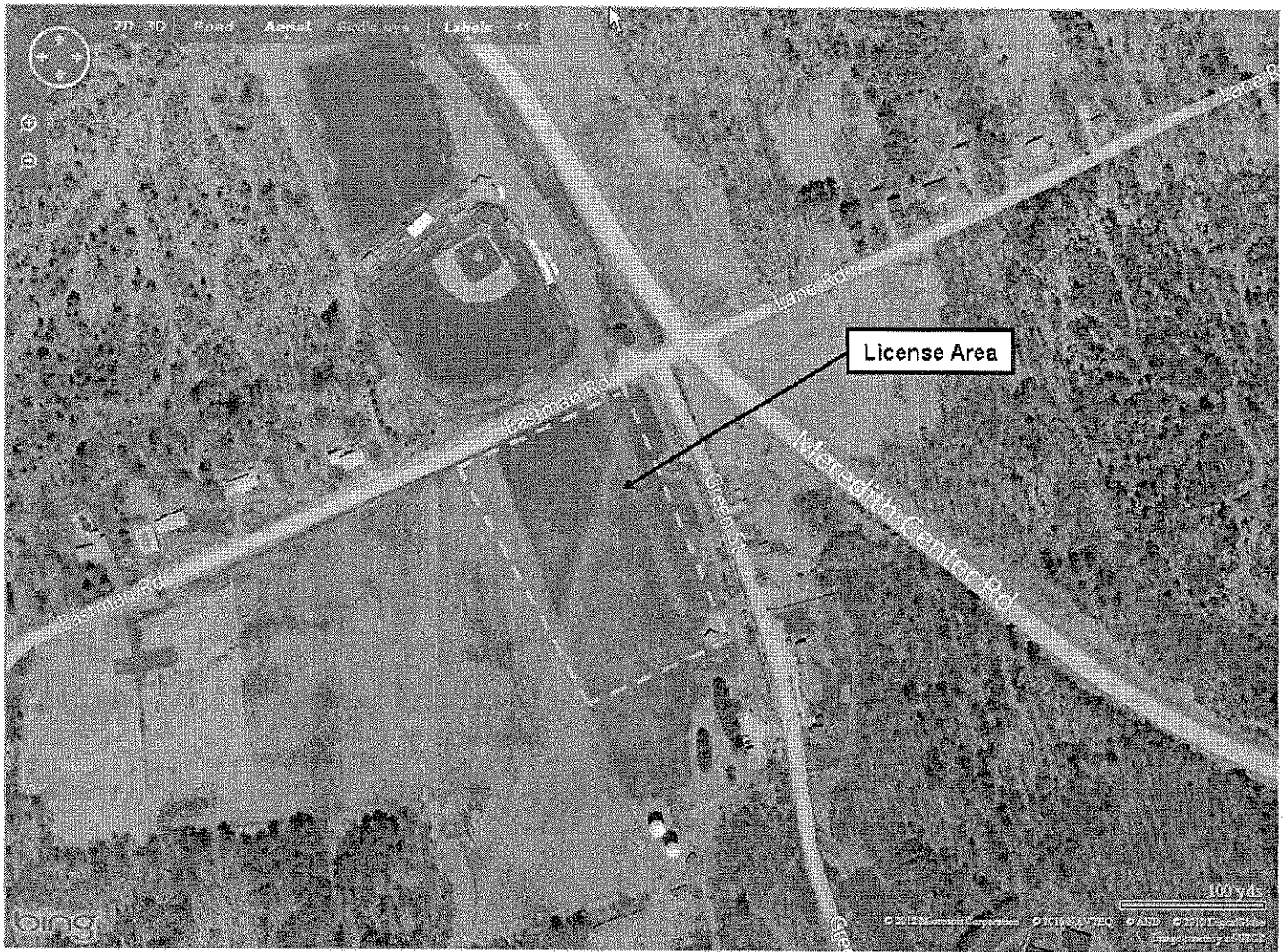


USGS Laconia Quad
City License Area
Lakes Region Facility
Laconia, NH



Tax Map Detail
City License Area
Lakes Region Facility
Laconia, NH
(Map 318, Block 142, Lot 1)

(The License Area location, shape, and size depicted above are approximate.)



Aerial View
City License Area
Lakes Region Facility
Laconia, NH

(The License Area location, shape, and size depicted above are approximate.)



State of New Hampshire

LRCP 13-021

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

April 24, 2013

The Honorable David Campbell, Chairman
Long Range Capital Planning and Utilization Committee
L.O.B. – Room 201
Concord, New Hampshire 03301

REQUESTED ACTION

Pursuant to RSA 4:40, and in accordance with the Committee approval letter from the Legislative Budget Assistant dated March 8, 2013 (LRCP 13-006), the Department of Administrative Services requests approval 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 administrative fee of \$1,100.

EXPLANATION

The property at 247-249 Pleasant Street is comprised of land, buildings, and other improvements located at 247-249 Pleasant Street in Concord (the "Property"), abutting the Dartmouth-Hitchcock Concord property and directly across Pleasant Street from Concord Hospital. The buildings on the Property were originally constructed in the 1890s and were moved approximately 500 feet to their current location around 1926. Once owned by Mary Baker Eddy, the Property was conveyed to the State in 1975 by the Christian Science Pleasant View Home as part of a much larger parcel including the Pleasant View Home and its grounds. The Property was then subdivided from the rest of the original parcel in 1984, and the buildings were substantially renovated for their conversion to office buildings. The Property had been leased to the Friends Program and the City of Concord since 1979 until it became vacant in October 2012. The Department has no further need or use for the Property. A more specific description of the Property is as follows: a triangle-shaped parcel of land approximately 0.989 acres in size with approximately 290 feet of frontage along Pleasant Street, a two story wood frame office building with 1,987 square feet of above grade space and a full basement, a two story wood frame office building constructed in 1894 with 3,369 square feet of above grade space and a partial basement, a small wood frame shed, and a paved surface parking lot covering an area of approximately 7,000 square feet.

As of September 28, 2012, Capital Appraisal Associates, Inc., an independent appraisal firm, appraised the market value of the Property at \$300,000.

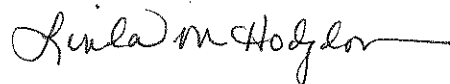
At its meeting on March 5, 2013, the Committee approved the request of the Department to enter into a listing agreement with NAI Narwood Group to sell the Property at the highest and best offered price, to be determined at a later date with the further approval of the Committee, with the understanding that the Department would return within sixty (60) days to seek such further approval (LRCP 13-006). NAI Narwood Group thereafter began to solicit offers to purchase the Property on behalf of the Department, both directly and through various generally available or accessible print and electronic media outlets.

NAI Narwood Group had previously opined that the Property could sell "as-is" between \$375,000 and \$428,480 but had also advised the Department that a higher price might be obtained through direct solicitation of blind offers from parties known to be interested in the Property.

As a result of NAI Narwood Group's efforts the Department received two (2) genuine offers to purchase the Property. One of the offers proposes to purchase the Property for \$425,000, plus an additional \$1,100 administrative fee pursuant to RSA 4:40, III-a, with a \$15,000 deposit, subject to environmental and title contingencies. The other offer, from Dartmouth-Hitchcock Clinic, proposes to purchase the Property for \$900,000, plus an additional \$1,100 administrative fee pursuant to RSA 4:40, III-a, with a \$90,000 deposit, subject only to confirmation of unchanged title status as of closing. Given the unique interest of Dartmouth-Hitchcock Clinic as a direct abutter and the significant amount by which its offer exceeds the other, the Department believes that Dartmouth-Hitchcock Clinic's offer represents the highest and best price to be obtained in exchange for the Property. The attached Purchase and Sale Agreement memorializes the Dartmouth-Hitchcock Clinic offer in contract form and makes it binding subject to: (i) approval by the Committee, (ii) the City of Concord's refusal or failure to timely accept the Department's offer to sell the Property to the City at the sale price approved by the Committee, and (iii) final approval by the Governor and Executive Council.

Authorization is hereby requested: to enter into the attached Purchase and Sale Agreement with Dartmouth-Hitchcock Clinic that will be subject to final approval by the Governor and Executive Council on the conditions outlined above.

Respectfully submitted,



Linda M. Hodgdon
Commissioner

Attachments



LRCP 13-006

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

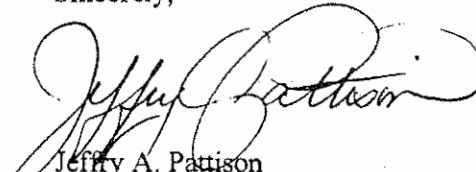
March 8, 2013

Linda M. Hodgdon, Commissioner
Department of Administrative Services
25 Capitol Street, Room 120
Concord, New Hampshire 03301

Dear Commissioner Hodgdon,

The Long Range Capital Planning and Utilization Committee, pursuant to the provisions of RSA 4:40, on March 5, 2013, approved the request of the Department of Administrative Services, 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 \$1,100 Administrative Fee, as specified in the request dated January 17, 2013. It is the 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.

Sincerely,


Jeffry A. Pattison
Legislative Budget Assistant

JAP/pe
Attachment

Cc: Michael Connor, Director ✓
Plant and Property Management

PURCHASE AGREEMENT

This Agreement is dated this 26th day of April, 2013, between the State of New Hampshire having an address of c/o New Hampshire Department of Administrative Services, Fixed and Mobile Assets, 25 Capitol Street, Room 212, Concord, New Hampshire 03301 (the "Seller") and Dartmouth-Hitchcock Clinic, a New Hampshire voluntary corporation, having an address of One Medical Center Drive, Lebanon, New Hampshire 03756 ("Buyer").

Reference is made to the following facts:

A. Seller is the owner of an approximately .99 acre parcel of land with the buildings and improvements thereon (the "Real Estate") located at 247-249 Pleasant Street, Concord, New Hampshire, shown as "Remainder 0.989 Acres to be retained by the State of New Hampshire" on Plan No. 7719 recorded in the Merrimack County Registry of Deeds, which is a portion of the larger parcel originally conveyed to the State by Special Warranty Deed recorded in the MCRD at Book 1253, Page 350 together with all buildings and improvements thereon. The Real Estate is shown as Tax Map 95A, Block 1, Lot 1 on the City of Concord tax maps.

B. The Real Estate is being sold as state-owned surplus real estate under RSA 4:40. RSA 4:40 requires the following: (i) a determination by the Commissioner of the Department of Administrative Services that the Real Estate is surplus and should be sold; (ii) a review of the proposed sale by the interagency Council on Resources and Development ("CORD"); (iii) approval of the proposed sale by the joint legislative Long Range Capital Planning and Utilization Committee ("LRCPUC"); (iv) an offer to sell the Real Estate at not less than its current market value to the city, town or county in which the Real Estate is located; and (iv) final approval of the sale of the Real Estate by the Governor and Executive Council of the State of New Hampshire ("G&C"). With respect to the sale of the Real Estate to the Buyer, the Commissioner of the New Hampshire Department of Administrative Services has determined that the Real Estate is surplus and should be sold, and CORD has reviewed the proposed sale of the Real Estate and recommended it for approval. On March 5, 2013, LRCPUC approved Seller's proposal to publicly solicit offers to purchase the Real Estate in advance of determining a proposed asking price. This Agreement memorializes the resulting offer from Buyer, which offer the Department of Administrative Services believes to represent the best value to the State of New Hampshire among all offers received. This Agreement remains subject to approval by LRCPUC, the City of Concord's refusal or failure to timely accept Seller's offer to sell the Real Estate to the City at the sale price to be approved by LRCPUC, and final approval by G&C.

C. Seller desires to sell, and Buyer desires to buy, the Real Estate pursuant to the terms and conditions set forth herein and in accordance with the applicable provisions of RSA 4:40 with respect to the disposal of surplus real property by the State of New Hampshire.

NOW, THEREFORE, for good and valuable consideration hereinafter specified, the sufficiency of which is hereby acknowledged, Seller and Buyer agree as follows:

1. Sale and Purchase. Seller shall sell and Buyer shall purchase, subject to the terms and conditions herein, the Real Estate, including all buildings and improvements thereon and together with all rights of way, beneficial easements, privileges, permits, approvals and other appurtenances and rights pertaining to the Real Estate (collectively, the "Property").

2. Purchase Price. The purchase price (the "Purchase Price") for the Property shall be Nine Hundred Thousand Dollars and no/cents (\$900,000.00), plus an additional One Thousand One Hundred Dollars (\$1,100.00) as an administrative fee pursuant to RSA 4:40, III-a. The Purchase Price shall be payable as follows:

(a) Ninety Thousand Dollars (\$90,000.00) will be paid to the escrow Agent (defined below) as a deposit within seven (7) business days after execution of this Agreement by the Seller (the "Deposit"). The Deposit shall be held in escrow by The Norwood Group, Inc. DBA NAI Norwood Group (the "Escrow Agent") in accordance with the terms of this Agreement. The Deposit shall be duly accounted for at the Closing and shall be applied to the Purchase Price. The Deposit shall be non-refundable provided that the transaction complies with RSA 4:40 (described herein) and that the Seller meets its obligations in accordance with the terms of this Agreement. If Seller does not comply with all applicable provisions of RSA 4:40, or if the sale does not occur for any reason other than a default by the Buyer hereunder, then the deposit shall be forthwith returned to the Buyer.

(b) The balance of the Purchase Price shall be paid to the Seller on the date of the closing of this sale (the "Closing") by certified check, bank check or Federal wire transfer, subject to adjustments and prorations in accordance with this Agreement.

3. Time of Closing. The Closing shall occur on the date that is within thirty (30) days after final approval of the sale by the Governor and Executive Council of the State of New Hampshire, or at some other mutually acceptable time and location (the "Closing Date"), TIME BEING OF THE ESSENCE. The Closing shall occur at the offices of Hinckley, Allen & Snyder LLP, 11 S. Main Street, Concord, New Hampshire, unless otherwise agreed to by Seller and Buyer.

4. Warranties and Representations. To induce the Buyer to enter into this Agreement and to purchase the Property, the Seller hereby warrants and represents to Buyer as follows:

(a) Seller has no knowledge of any adverse rights to the Property, there are no leases, subleases, licenses, known prescriptive rights, tenancies or other agreements which grant any possessory or other interest in the Property, there are no known contracts affecting the Property which will survive the Closing and Seller has no knowledge of any default with respect to any permit, approval, ordinance, law or obligation pertaining to the Property.

(b) Seller has the power and authority to enter into and perform its obligations under this Agreement except as provided herein.

(d) The execution, delivery and performance of this Agreement by Seller have been duly authorized by all necessary action on the part of Seller except as provided herein. The individual executing this Agreement on behalf of Seller has the authority to bind Seller to the terms of this Agreement subject to the approval by LRCPU of the sale contemplated hereby and further subject to the authorization of the Governor and Executive Council of the State of New Hampshire.

(e) There are no known actions (legal or administrative), suits or other proceedings with respect to the Property pending with respect to which legal process has been served on Seller or threatened against Seller.

5. Title and Deed. At the Closing, title to the Property shall be conveyed by Seller to Buyer, or its nominee, by Quitclaim Deed, as-is, where-is, subject to any (i) easements, liens, restrictions, or encumbrances of record; (ii) provisions of building and zoning laws in effect on the Closing; and (iii) real property taxes for the then current tax year which are not yet due and payable on the Closing Date.

Buyer acknowledges and agrees that it is satisfied with the status of record title to the Property as of April 5, 2013. Buyer reserves the right to verify prior to Closing that there has been no adverse change in the condition of title to the Property from that date until the Closing Date. If Buyer notifies Seller in writing of any material adverse change in the condition of title, then Seller shall, for a reasonable period of time use diligent efforts to correct or cure the same and the Closing Date shall be extended during such time. If, after the exercise of diligent efforts, Seller is unable to remove and remedy same, then, at Buyer's option, the Deposit and all interest earned thereon shall be forthwith returned to Buyer, this Agreement shall become null and void, and the parties hereto shall have no further rights and obligations hereunder.

At the Closing, Seller shall deliver title and possession of the Property to Buyer free of all tenants and occupants, in broom clean condition, free of all personal property and furnishings.

6. Surplus Property Process. The parties acknowledge, understand and agree that the sale of the Property is subject to RSA 4:40 as described in introductory paragraph B, hereto. Seller agrees to promptly take all steps necessary in order to comply with the requirements of RSA 4:40. Buyer agrees to reasonably cooperate with Seller's efforts.

7. Condemnation. If any proceeding shall be commenced for the taking of all or any material part of the Property for public or quasi-public use pursuant to the power of eminent domain, condemnation or otherwise, before Closing, then Buyer shall have the option (i) to terminate this Agreement by giving written notice thereof to Seller, or (ii) to proceed to Closing and to receive a credit against the Purchase Price at Closing in the amount of any award or compensation received or awarded to Seller applicable to the Property prior to Closing, and Seller shall assign to Buyer any and all such awards and

other compensation not yet received prior to Closing.

8. Taxes and Assessments. Real estate taxes, special assessment, betterment assessments, water rates and sewer charges and rents, if any, shall be prorated and adjusted as of the date of Closing. Taxes due and payable for all prior years, if any, shall be paid, by Seller, on or before the Closing. If the Closing shall occur before the tax rate is fixed for the then-current year, the apportionment of taxes shall be upon the basis of the tax rate for the preceding year applied to the latest assessed valuation, with the proration to be adjusted between the parties based on actual taxes (including any state ad valorem taxes) for the year in which Closing occurs at the time after the Closing such actual taxes are determined.

9. Transfer Tax. It is understood that the Seller's portion of the transfer tax related to the sale of the Property is exempt from taxation. The Buyer agrees to pay its portion of the transfer tax. Both parties agree to execute any tax returns, inventories, conveyance forms or questionnaires required to be filed in connection with any such taxes.

10. Default by Buyer. If Buyer shall default in the performance of any of its obligations under this Agreement, Seller shall as its sole remedy, at law or in equity, retain the Deposit and all interest earned thereon as liquidated damages, in which event this Agreement shall become null and void and the parties shall have no further rights or obligations hereunder.

11. Default by Seller. If Seller shall default in the performance of any of its obligations hereunder, Buyer shall have the right to either: (i) terminate this Agreement without further liability hereunder, in which event the Deposit and all interest earned thereon shall be forthwith returned to Buyer, and this Agreement shall become null and void and the parties hereto shall have no further rights or obligations hereunder except those expressly stated to survive; or (ii) pursue any other legal or equitable remedy, including without limitation, a suit for specific performance.

12. Brokerage. Buyer and Seller each represent to the other that they have dealt with no broker, agent or representative in connection with this transaction other than The Norwood Group, Inc. DBA NAI Norwood Group ("Norwood"). Seller shall be responsible for any fees or commission due to Norwood pursuant to a separate agreement.

13. Conditions Precedent to Buyer's Obligation to Purchase the Property. The obligation of the Buyer to purchase the Property under this Agreement is expressly conditional and contingent upon all of the following:

(a) receipt of title to and possession of the Property simultaneously with the Closing in the condition required by this Agreement;

(b) all of Seller's warranties and representations set forth in Section 4 hereof being true as of the Closing;

(c) no eminent domain proceeding being pending against the Property or any portion thereof;

(d) there being no adverse change in the condition of the Property from its condition as of the date of this Agreement other than resulting from usual wear and tear;

(e) there being no adverse change in the condition of title to the Property that the Seller is unable to correct or cure in accordance with Section 5 hereof;

(f) compliance by the Seller with the requirements of RSA 4:40 with respect to the sale of the Property; and

(g) receipt of such other documents as Buyer's title insurance company may reasonably require in order to issue a title insurance policy insuring the Property in the condition required by the provisions of this Agreement.

These conditions are for the benefit of the Buyer and any one or more of such conditions may be waived by the Buyer in its sole discretion. If any one of the above conditions is not met, Buyer may terminate this Agreement by giving written notice to Seller, and the Agreement shall terminate, the Deposit and all interest thereon shall be forthwith returned to the Buyer and neither party shall have any further rights or obligations hereunder.

14. Conditions Precedent to Seller's Obligation to Sell the Property. The obligation of the Seller to sell the Property under this Agreement is expressly conditional and contingent upon all of the following:

(a) Seller's receipt of the full Purchase Price from the Buyer for the Property at the Closing;

(b) approval of the transaction by the LRCPUC pursuant to RSA 4:40, I, which approval shall be sought by Seller promptly upon execution of this Agreement;

(c) the City of Concord's refusal or failure to timely accept Seller's offer to sell the Real Estate to the City at the sale price to be approved by LRCPUC, to be made pursuant to RSA 4:40, I, which offer shall be made promptly following approval by the LRCPUC as set forth in Section 14(b) hereof;

(d) final approval of the transaction by the G&C, pursuant to RSA 4:40, I.

If any one of the above conditions is not met, Seller may terminate this Agreement by giving written notice to Buyer, and the Agreement shall terminate, the Deposit and all interest thereon shall be forthwith returned to the Buyer and neither party shall have any further claims upon the other.

15. Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be (i) mailed by certified or registered mail, postage prepaid, or (ii) sent overnight mail by a recognized national delivery service, or (iii) faxed (with confirming hard copy mailed by first class mail), or (iv) scanned and emailed (with confirming hard copy mailed by first class mail) addressed as follows or to such other addresses as the parties may designate in writing from time to time:

If to Seller: New Hampshire Department of Administrative Services
Fixed and Mobile Assets
25 Capitol Street, Room 212
Concord, New Hampshire 03301
Attn: Jared Nylund, Real Property Asset Manager

If to Buyer: Dartmouth-Hitchcock Clinic
One Medical Center Drive
Lebanon, New Hampshire 03756
Attn: GAIL DAHLSTROM

With a Copy to: David P. Doyle
Dartmouth-Hitchcock Clinic
1 Bedford Farms Drive
Bedford, NH 03110

With a Copy to: Hinckley, Allen & Snyder LLP
11 South Main Street, Suite 400
Concord, New Hampshire 03301-4810
Attn: John H. Sokul, Esq.

16. Closing Costs. Notwithstanding anything to the contrary contained herein, Closing costs shall be allocated and paid as follows:

By Buyer:

- (a) title examination and title insurance premium
- (b) one-half of the State real estate transfer tax
- (c) cost of recording the deed and other recording fees

By Seller:

- (a) cost of preparing the deed and other conveyancing documents

17. Documents to be Delivered at Closing. At the Closing, the Seller shall execute, acknowledge and deliver, or cause to be delivered, all documents required to effectuate the transaction contemplated by this Agreement including, without limitation, the following:

(a) Quitclaim Deed of the Property in proper form reasonably acceptable to Buyer's counsel duly executed, conveying title to the Property in fee simple absolute to Buyer.

(b) Evidence satisfactory to Buyer that the conveyance is properly authorized and that the Seller is authorized to consummate the Closing.

(c) Evidence satisfactory to Buyer, current as of the Closing, that all real estate taxes, water, sewer use charges, and any other municipal charges and municipal taxes affecting the Property, which are due and payable by Seller at or before the Closing Date, have been paid.

(d) Completed and executed conveyance tax forms.

(e) A full release of any mortgage or liens on the Property granted, or allowed to attach through inaction, by Seller.

18. Deposit and Escrow Funds. (a) The Deposit shall be held by the Escrow Agent in a federally insured, interest bearing money market account and shall be duly accounted for at the Closing. In the event that Buyer or Seller sends notice to Escrow Agent certifying to Escrow Agent that it is entitled to receive the Deposit pursuant to the terms of this Agreement (other than at the Closing), Escrow Agent shall forward a copy of such certification to the other party (pursuant to the notice provisions of Section 15 hereof). If Escrow Agent does not receive an objection from such party to such certification within fifteen (15) days after the date of such notice, Escrow Agent may disburse all such amounts to the certifying party. If Escrow Agent receives an objection or receives conflicting demands, Escrow Agent shall have the right to do either of the following: (i) interplead the funds into a court of competent jurisdiction in Merrimack County, New Hampshire (the cost of doing so to be deducted from the funds but shared equally between the parties) and the parties shall thereafter be free to pursue their rights at law or in equity with respect to the disbursement of the funds and the Escrow Agent shall be fully released and discharged from its duties and obligations under this Agreement; or (ii) resign and transfer the funds to a replacement escrow agent reasonably satisfactory to Buyer and Seller. Upon the transfer of funds to such replacement escrow agent, the Escrow Agent shall thereupon be fully released and discharged from all obligations to further perform any and all duties or obligations imposed upon it by this Agreement.

(b) The Escrow Agent shall incur no liability hereunder whatsoever except in the event of its willful misconduct or gross negligence.

19. Time of Essence. Time is expressly declared to be of the essence of this Agreement.

20. Headings. The headings to the Sections hereof have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

21. Modifications. The terms of this Agreement may not be amended, waived or terminated orally, but only by an instrument in writing signed by both Seller and Buyer. The effectiveness of any such amendment to this Agreement may, in the sole judgment of the Seller, be subject to approval by LRCPUC and/or G&C.

22. Successors. This Agreement shall inure to the benefit of and bind the parties hereto and their respective successors and assigns.

23. Entire Agreement. This Agreement contains entire agreement between Seller and Buyer, and there are no other terms, conditions, promises, undertakings, statements or representations, express or implied, concerning the sale and other undertakings contemplated by this Agreement.

24. Governing Law. This Agreement is made pursuant to, and shall be governed by, and construed in accordance with, the laws of the State of New Hampshire.

25. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

SELLER:

State of New Hampshire
By and through its
Department of Administrative Services

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

[Signature]
Witness

BUYER:

Dartmouth-Hitchcock Clinic

By: [Signature]
Name: Robin F. Kilfeather - Mackey
Its: CFo

Wendy L. Brooker
Witness

ESCROW AGENT:

The Norwood Group, Inc.
DBA NAI Norwood Group

By: _____
Name: _____
Its: _____

Witness

New Hampshire Council on Resources and Development

NH Office of Energy and Planning
107 Pleasant Street, Johnson Hall
Concord, NH 03301
Phone: 603-271-2155
Fax: 603-271-2615



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

MEMORANDUM

TO: Jeffrey Rose, Commissioner
Department of Resources and Economic Development

FROM: Susan Slack, Assistant Planner *Susan Slack*
Office of Energy and Planning

DATE: March 20, 2013

SUBJECT: Surplus Land Review, SLR 13-001-WENTWORTH'S LOCATION

Effective March 14, 2013, the Council on Resources and Development (CORD) took action on the following issue brought by the Department of Resources and Economic Development:

Request to convey a Conservation Easement on 284 acres of the Big Island State Forest in Wentworth's Location to the U.S. Fish & Wildlife Service in exchange for 220 acres+- in fee title located in Errol.

CORD members voted to RECOMMEND APPROVAL OF SLR 13-001 as submitted.

cc: Bill Carpenter, Administrator, Division of Forests and Lands (DRED)
Meredith A. Hatfield, Director, NH Office of Energy and Planning
Representative David Campbell, Chair, Long Range Capital Planning and Utilization Committee

New Hampshire Council on Resources and Development

NH Office of Energy and Planning
107 Pleasant Street, Johnson Hall
Concord, NH 03301
Phone: 603-271-2155
Fax: 603-271-2615



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

MEMORANDUM

TO: Commissioner Christopher Clement
Department of Transportation

FROM: Susan Slack, Assistant Planner *Susan Slack*
Office of Energy and Planning

DATE: April 3, 2013

SUBJECT: Surplus Land Review, SLR 13-002-Laconia

Effective March 14, 2013, the Council on Resources and Development (CORD) took action on the following issue brought by the Department of Transportation:

Request to lease approximately 200 square feet of Concord to Lincoln Railroad Corridor land at Paugus Park Road in Laconia to the abutting property owner for a term of 5 years with a 5-year renewal option.

CORD members voted to RECOMMEND APPROVAL OF SLR 13-002 as submitted, subject to no adverse comments being received during the remainder of the comment period ending April 1, 2013. No adverse comments were received.

cc: Lou Barker, NHDOT Bureau of Rail and Transit
Meredith Hatfield, Director, NH Office of Energy and Planning
Representative David Campbell, Chair, Long Range Capital Planning and Utilization Committee

New Hampshire Council on Resources and Development

NH Office of Energy and Planning
107 Pleasant Street, Johnson Hall
Concord, NH 03301
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Fax: 603-271-2615



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

MEMORANDUM

TO: Commissioner Christopher Clement
Department of Transportation

FROM: Susan Slack, Assistant Planner *Susan Slack*
Office of Energy and Planning

DATE: April 3, 2013

SUBJECT: Surplus Land Review, SLR 13-003-Laonia

Effective March 14, 2013, the Council on Resources and Development (CORD) took action on the following issue brought by the Department of Transportation:

Request to lease approximately 1,200 square feet of Concord to Lincoln Railroad Corridor land at Fair Street in Laonia to the abutting property owner for a term of 5 years with a 5-year renewal option.

CORD members voted to RECOMMEND APPROVAL OF SLR 13-003 as submitted, subject to no adverse comments being received during the remainder of the comment period ending April 1, 2013. No adverse comments were received.

cc: Lou Barker, NHDOT Bureau of Rail and Transit
Meredith Hatfield, Director, NH Office of Energy and Planning
Representative David Campbell, Chair, Long Range Capital Planning and Utilization Committee

New Hampshire Council on Resources and Development

NH Office of Energy and Planning
107 Pleasant Street, Johnson Hall
Concord, NH 03301
Phone: 603-271-2155
Fax: 603-271-2615



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

MEMORANDUM

TO: Commissioner Christopher Clement
Department of Transportation

FROM: Susan Slack, Assistant Planner *Susan Slack*
Office of Energy and Planning

DATE: April 3, 2013

SUBJECT: Surplus Land Review, SLR 13-004-Laonia

Effective March 14, 2013, the Council on Resources and Development (CORD) took action on the following issue brought by the Department of Transportation:

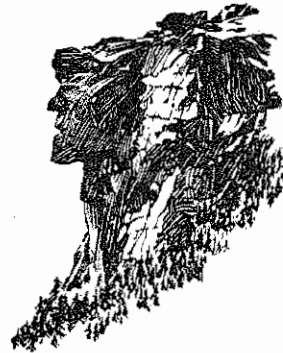
Request to lease approximately 1,166 square feet of Concord to Lincoln Railroad Corridor land at Paugus Park Road in Laonia to the abutting property owner for a term of 5 years with a 5-year renewal option.

CORD members voted to RECOMMEND APPROVAL OF SLR 13-004 as submitted, subject to no adverse comments being received during the remainder of the comment period ending April 1, 2013. No adverse comments were received.

cc: Lou Barker, NHDOT Bureau of Rail and Transit
Meredith Hatfield, Director, NH Office of Energy and Planning
Representative David Campbell, Chair, Long Range Capital Planning and Utilization Committee

New Hampshire Council on Resources and Development

NH Office of Energy and Planning
107 Pleasant Street, Johnson Hall
Concord, NH 03301
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Fax: 603-271-2615



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

MEMORANDUM

TO: Glenn Normandeau, Executive Director
Department of Fish and Game

FROM: Susan Slack, Assistant Planner
Office of Energy and Planning

DATE: May 7, 2013

SUBJECT: Surplus Land Review, SLR 13-005-WENTWORTH'S LOCATION

Effective April 29, 2013, the Council on Resources and Development (CORD) took action on the following issue brought by the Department of Fish and Game:

Request to ease a one-acre lot with several camp buildings on the northern shore of Greenough Pond in Wentworth Location to Donald Couture of Berlin.

CORD members voted to **RECOMMEND APPROVAL OF SLR 13-005** as submitted, noting comments from the NH Division of Historical Resources that lease language include consultation with DHR if changes are proposed to the land or buildings.

cc: Richard Cook, Department of Fish and Game
Meredith A. Hatfield, Director, NH Office of Energy and Planning
Representative David Campbell, Chair, Long Range Capital Planning and Utilization Committee

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

MEMORANDUM

TO: Glenn Normandeau, Executive Director
Department of Fish and Game

FROM: Susan Slack, Assistant Planner
Office of Energy and Planning

DATE: May 7, 2013

SUBJECT: Surplus Land Review, SLR 13-006-WENTWORTH'S LOCATION

Effective April 29, 2013, the Council on Resources and Development (CORD) took action on the following issue brought by the Department of Fish and Game:

Request to ease a three-acre lot with several camp buildings on the eastern shore of Greenough Pond in Wentworth's Location to the North Country Outing Club.

CORD members voted to **RECOMMEND APPROVAL** OF SLR 13-006 as submitted, noting comments from the NH Division of Historical Resources that lease language include consultation with DHR if changes are proposed to the land or buildings.

cc: Richard Cook, Department of Fish and Game
Meredith A. Hatfield, Director, NH Office of Energy and Planning
Representative David Campbell, Chair, Long Range Capital Planning and Utilization Committee

New Hampshire Council on Resources and Development

NH Office of Energy and Planning
107 Pleasant Street, Johnson Hall
Concord, NH 03301
Phone: 603-271-2155
Fax: 603-271-2615



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

MEMORANDUM

TO: Linda M. Hodgdon, Commissioner
Department of Administrative Services

FROM: Susan Slack, Assistant Planner
Office of Energy and Planning

DATE: May 7, 2013

SUBJECT: Surplus Land Review, SLR 13-007-CITY OF LACONIA

Effective April 29, 2013, the Council on Resources and Development (CORD) took action on the following issue brought by the Department of Administrative Services:

Request to extend for another two years the license to the City of Laconia of a 5-acre parcel of unimproved field on Eastman Road for use by the City for overflow parking for the nearby Robbie Mills sports complex and other low-impact recreational purposes. The current license expires on May 10, 2013. The 5-acre parcel is part of the larger state-owned Lakes Region Facility.

CORD members voted to **RECOMMEND APPROVAL OF SLR 13-007** as submitted.

cc: Jared Nylund, Department of Administrative Services
Meredith A. Hatfield, Director, NH Office of Energy and Planning
Representative David Campbell, Chair, Long Range Capital Planning and
Utilization Committee