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State of New Hampshire
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September 17, 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, September 24, 2013, at 11:15 a.m. in Room 201 of the Legislative Office Building.

Please find attached information to be discussed at this meeting.

Sincerely,


Jeffrey A. Pattison
Legislative Budget Assistant

JAP/pe
Attachments

LONG RANGE CAPITAL PLANNING AND UTILIZATION COMMITTEE
AGENDA

Tuesday, September 24, 2013 at 11:15 a.m. in Room 201 of the Legislative Office Building

- (1) **Acceptance of Minutes** of the June 25, 2013 and August 6, 2013 meetings
- (2) **Old Business:**
- (3) **New Business:**

RSA 4:39-b Approval of State Agency Leases Exceeding 5 Years:

LRCP 13-036 Department of Health and Human Services – request approval of a ten-year lease agreement, effective November 1, 2013, with Key Road Associates, 106 Washington Street, Keene, NH 03431, for approximately 15,871 square feet of office space located at 109 Key Road-Ground Floor, Keene, NH, with occupancy of the premises and commencement of rental payment to begin April 1, 2014, following completion of all construction as specified, with an end date of March 31, 2024, for a total lease cost of \$3,348,000, for the schedule of annual rent as specified in the request dated August 27, 2013

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

LRCP 13-039 Department of Transportation – request authorization to enter into a listing agreement for a term of one (1) year with Prudential Verani Realty for the sale of a 0.22 +/- acre parcel of State owned land improved with a single family residence located at 4104 Brown Avenue, in the City of Manchester for \$130,000, assess an Administrative Fee of \$1,100, and allow negotiations within the Committee's current policy guidelines, subject to the conditions as specified in the request dated September 5, 2013

LRCP 13-040 Department of Transportation – request authorization to enter into a listing agreement for a term of one (1) year with Shea Commercial Properties, Inc. for the sale of a 0.75 +/- acre parcel of State owned land located on the southwest corner of Lamson Road and Roulston Road in the Town of Windham for \$90,000, assess an Administrative Fee of \$1,100, and allow negotiations within the Committee's current policy guidelines, subject to the conditions as specified in the request dated September 13, 2013

RSA 4:40 Disposal of Real Estate:

LRCP 13-037 Department of Resources and Economic Development – request authorization to convey a Conservation Easement protecting the state-owned 284-acre Big Island State Forest in Wentworth Location, NH to the United States Fish and Wildlife Service (USFWS) in exchange for a 233-acre portion of the Lake Umbagog National Wildlife Refuge, and further authorization to waive the \$1,100 Administrative Fee, subject to the conditions as specified in the request dated August 28, 2013

LRCP 13-041 New Hampshire Fish and Game Department – request authorization to enter into a Lease Agreement, at no cost, with the Friends of Pulpit Rock Tower, Inc., for 0.438 acres of property in the Town of Rye, which includes Pulpit Rock Tower, and further authorization to waive the \$1,100 Administrative Fee, subject to the conditions as specified in the request dated September 13, 2013

LRCP 13-042 Department of Administrative Services – request approval, allowing negotiations within the Committee’s current policy guidelines, to reduce the previously approved sale price of the former Nashua District Court property located at 25 Walnut Street (including one building of approximately 19,459 square feet and approximately 1.11 acres of land) in the City of Nashua from \$1,153,778 to \$1,000,000, plus an Administrative Fee of \$1,100, as specified in the request dated September 16, 2013 (LRCP 13-005, approved May 14, 2013)

RSA 228:31-b Disposal of Highway or Turnpike Funded Real Estate and RSA 4:40 Disposal of Real Estate:

LRCP 13-038 Department of Resources and Economic Development – request authorization for the Department of Transportation to permanently transfer control and management responsibility of a 6 +/- acre parcel of State owned land and buildings located on the easterly side of Bear Notch Road in the Town of Bartlett, to the Department of Resources and Economic Development at no cost, and further authorization to waive the \$1,100 Administrative Fee, subject to the conditions as specified in the Department's request dated September 13, 2013 (LRCP 12-009, approved as amended June 26, 2012)

(4) **Miscellaneous:**

(5) **Informational:**

LRCP 13-035 New Hampshire Council on Resources and Development – Two (2) Memorandums regarding Surplus Land Review for; City of Concord SLR 13-010, and City of Concord SLR 13-011

LRCP 13-043 Department of Administrative Services – response, dated September 9, 2013, to a Committee request from the August 6, 2013 meeting regarding agency real property reports

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

LONG RANGE CAPITAL PLANNING AND UTILIZATION COMMITTEE

MINUTES

June 25, 2013

The Long Range Capital Planning and Utilization Committee met on Tuesday, June 25, 2013 at 11:15 a.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
Senator David Boutin, Vice Chairman
Senator Sylvia Larsen
Senator James Rausch
Senator Nancy Stiles
Gerard Murphy, Governor's Office

Michael Connor, Department of Administrative Services

Representative Campbell called the meeting to order at 11:29 a.m.

ACCEPTANCE OF MINUTES:

On a motion by Senator Rausch, seconded by Senator Larsen, that the revised minutes of the May 14, 2013 and May 28, 2013 continuation meeting be accepted as written. MOTION ADOPTED.

OLD BUSINESS:

NEW BUSINESS:

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

LRCP 13-026 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 Senator Stiles, that the Committee approve the request of the Department of Transportation, Bureau of Right-of-Way, to amend the listing price from \$350,000 to \$299,900, allowing negotiations within the Committee's current policy guidelines, assess an \$1,100 Administrative Fee, and further extend the listing agreement with KW Commercial for a term of six (6) months, to sell a 3.5 +/- acre parcel located on the easterly side of US Route 3 in the Town of Bedford, subject to the conditions as specified in the request dated June 6, 2013. MOTION ADOPTED. This item (LRCP 12-035) was originally approved by the Long Range Capital Planning and Utilization Committee on June 26, 2012.

LRCP 13-027 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 extend the listing agreement with Shea Commercial Properties, Inc. for a term of six (6) months, to sell a 28.36 +/- acre parcel of State owned land located at 55 Range Road in the Town of Windham at the current listing price of \$3,400,000, allowing negotiations within the Committee's current policy guidelines and assess an \$1,100 Administrative Fee, subject to the conditions as specified in the request dated June 7, 2013. MOTION ADOPTED. This item (LRCP 12-033) was originally approved by the Long Range Capital Planning and Utilization Committee on June 26, 2012.

LRCP 13-028 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 Senator Larsen, that the Committee approve the request of the Department of Transportation, Bureau of Right-of-Way, to to sell a 0.36 +/- of an acre portion of the Limited Access Right-of-Way located on the easterly side of the Daniel Webster Highway/US Route 3 in the City of Nashua directly to the abutters, Chester and Shirley Coulombe, for \$21,100, which includes an \$1,100 Administrative Fee, subject to the conditions as specified in the request dated June 11, 2013. MOTION ADOPTED.

LRCP 13-029 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 Senator Stiles, that the Committee approve the request of the Department of Transportation, Bureau of Right-of-Way, to sell a 0.4 +/- of an acre State owned parcel located on the southwest side NH Route 103 in the Town of Warner directly to the Town of Warner for \$6,100, which includes an \$1,100 Administrative Fee, subject to the conditions as specified in the request dated June 11, 2013. MOTION ADOPTED.

LRCP 13-030 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 sell a 0.21 +/- acre portion of the Limited Access Right-of-Way located on the southeast corner of NH Route 28 and NH Route 111 in the Town of Windham directly to Kano Real Estate Development, LLC, for \$23,100 which includes an \$1,100 Administrative Fee, subject to the conditions as specified in the request dated June 11, 2013. MOTION ADOPTED.

RSA 4:40 DISPOSAL OF REAL ESTATE:

LRCP 13-031 Department of Administrative Services – Michael Connor, Deputy Commissioner, Department of Administrative Services, presented the request and responded to questions of the Committee.

On a motion by Senator Larsen, seconded by Senator Boutin, that the Committee approve the request of the Department of Administrative Services to grant a perpetual utility easement on State land, at no charge, to Unitil Energy Systems, Inc. and Northern New England Telephone Operations, LLC (d/b/a FairPoint Communications – NNE), as tenants in common, for the construction, installation, operation, maintenance, and replacement of transmission and distribution lines and associated service poles and other supporting facilities and apparatus as needed to provide electrical and telecommunications utility service to the Anna Philbrook Center located at 121 South Fruit Street in Concord on the southwestern corner of the Governor Hugh J. Gallen State Office Park campus, subject to the conditions as specified in the request dated June 13, 2013. MOTION ADOPTED.

LRCP 13-032 Department of Environmental Services – Mark Stevens, Land Agent, Department of Environmental Services presented the request and responded to questions of the Committee.

On a motion by Senator Stiles, seconded by Representative Cloutier, that the Committee approve the request of the Department of Environmental Services to exchange, at no cost to the State, a .03-acre tract of land at Goose Pond in Canaan to abutting land owners, Kathryn Foster and Joshua Riff, for a parcel of equal size and value, as specified in the request dated June 14, 2013. 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.

On a motion by Representative Lerandeau, seconded by Representative Cloutier, that the meeting adjourn. (Where upon the meeting adjourned at 11:46 a.m.)

LONG RANGE CAPITAL PLANNING AND UTILIZATION COMMITTEE
SPECIAL MEETING
MINUTES

August 6, 2013

The Long Range Capital Planning and Utilization Committee met on Tuesday, August 6, 2013 at 11:30 a.m. in Room 201 of the Legislative Office Building.

Members in attendance were as follows:

Representative David Campbell, Chairman
Representative John Cloutier, Clerk
Representative Alfred Lerandean
Representative John Graham (Alternate)
Senator David Boutin, Vice Chairman
Senator Sylvia Larsen
Senator James Rausch
Senator Nancy Stiles
Gerard Murphy, Governor's Office

Michael Connor, Department of Administrative Services

Representative Campbell called the meeting to order at 11:31 a.m.

NEW BUSINESS:

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

LRCP 13-033 Community College System of New Hampshire – Dr. Ross Gittel, Chancellor, Community College System of New Hampshire presented the request and responded to questions of the Committee. Michael Marr, Director of Financial Operations, and Shannon Reid, Director of Communications, were also present from the Community College System of New Hampshire.

On a motion by Senator Stiles, seconded by Senator Boutin, that the Committee approve the request of the Community College System of New Hampshire to amend LRCP 13-019, approved April 16, 2013, to move the expiration date of the "Due Diligence Period" from August 13, 2013 to December 31, 2013 and change the closing date to January 30, 2014 for the sale of 89.9 +/- acres, consisting of a 100,035 +/- square foot building located at 275 Portsmouth Avenue, Stratham to Juliet Marine Systems, Inc., subject to the conditions as specified in the request dated July 29, 2013. MOTION ADOPTED.

RSA 4:40 DISPOSAL OF REAL ESTATE:

LRCP 13-034 Department of Administrative Services – Michael Connor, Deputy Commissioner, Department of Administrative Services presented the request and responded to questions of the Committee.

On a motion by Senator Larsen, seconded by Senator Boutin, that the Committee approved the request of the Department of Administrative Services for approval of the Amendment Agreement with Concord Steam Corporation, 123 Pleasant Street, Concord to extend by an additional three (3) years the initial term of a three (3) year License for Use of Premises agreement to operate the boiler plant located at the Governor Hugh J. Gallen State Office Park near Pleasant Street in Concord through August 31, 2016, for the annual license fee of \$100,515.60, to be payable in equal monthly installments of \$8,376.30, subject to the conditions as specified in the request dated July 22, 2013. MOTION ADOPTED.

MISCELLANEOUS:

At the request of the Committee, Michael Connor, Deputy Commissioner, Department of Administrative Services, presented a status update regarding the Laconia property. Jared Nylund, Real Property Asset Manager, Department of Administrative Services was also present to respond to questions of the Committee.

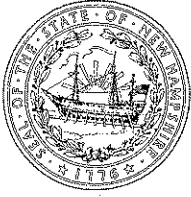
The Committee requested that the Department of Administrative Services provide a list of agencies that had not complied with the law to provide a listing of real estate with encumbrances on the property to the Department of Administrative Services.

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.

On a motion by Senator Boutin, seconded by Representative Cloutier, that the meeting adjourn. (Where upon the meeting adjourned at 11:47 a.m.)

Representative John R. Cloutier, Clerk



LRCP 13-036

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

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9500 1-800-852-3345 Ext. 9500
Fax: 603-271-8149 TDD Access: 1-800-735-2964

August 27, 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 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 Key Road Associates, 106 Washington Street, Keene, New Hampshire 03431. 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 November 1, 2013 with an end date of March 31, 2024, with a total lease cost of \$3,348,000.00. Occupancy of the premises and commencement of rental payment shall be April 1, 2014, following completion of all construction as specified.

EXPLANATION

The Department has started a series of District Office reconfigurations 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 Keene District Office was the next area to be reviewed.

A thorough assessment of caseload by Division and then by staff caseworker showed that Keene would remain the central location for the Cheshire County. The Division of Client Services, Division for Children Youth and Families, Division of Child Support Services and Bureau of Elderly and Adult Services will occupy this facility, housing seventy-one employees.

As there have not been any previous, current or long-term plans to move the Department of Health and Human Services' Keene District Office into any State owned facility, the Department initiated a Request for Proposal in December 2012. Limited available commercial real estate in the Keene area and the State's stringent lease contract requirements present significant obstacles for building owners. The 2012 Request for Proposal was able to provide two viable leasehold options; the existing landlord Ashuelot River Realty, Inc., 86 North Shore Road, Spofford, New Hampshire and Key Road Associates, 106 Washington Street, Keene, New Hampshire.

Due to program changes, which streamline the way the Department does business with its clients, the current Keene District Office does not lend itself to transacting business this way. Although the Keene Landlord presented a proposal renovating the existing office, it did not meet the requirements of the Department relative to cost effectiveness, the 109 Key Road facility best meets the needs of the Department in cost and effectiveness of function to best service the needs of the Department's clients (see attached Keene District Office Comparison). The current Keene District Office averages 246 square feet per person while the streamlined Keene Office will be approximately 224 square feet per person, saving approximately 1,629 square feet of space.

This building will not only assist in improving the economy in the Keene area, but also encourage smart growth by locating development in an appropriate growth area in an existing vacant complex. The proposal includes the complete renovation of an existing office building (see attached Tenant Design-Build specifications) for the Department of Health and Human Services (no other State agencies are considering space in the Keene area at this time). New Hampshire Employment Security is adjacent to this future office. The square footage to be occupied is approximately 15,871 square feet vs. the current Keene square footage of 17,500. The new location also provides other advantages not part of the minimum requirements in the Request For Proposal inclusive of: a separate hearing room and entrance to the Appeals Unit, better privacy and security, more parking for staff and visitors, located within walking distance of affordable housing units and on city sewer (the current location has a septic system requiring the Department of Health and Human Services' staff to monitor the system).

Financially, a new lease is the only feasible resolution for this District Office. The lease proposal provided by Key Road Associates 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	\$20.19	\$320,400.00	
Year 2	\$20.26	\$321,600.00	0.3%
Year 3	\$20.34	\$322,800.00	0.4%
Year 4	\$20.41	\$324,000.00	0.3%
Year 5	\$20.49	\$325,200.00	0.4%
Year 6	\$21.70	\$344,400.00	5.6%
Year 7	\$21.78	\$345,600.00	0.4%
Year 8	\$21.85	\$346,800.00	0.3%
Year 9	\$21.93	\$348,000.00	0.4%
Year 10	\$22.00	\$349,200.00	0.3%
Total ten-year term		\$3,348,000.00	8.4% Increase over ten-year term

The lease approach was chosen over the purchase approach as the comparison of a lease vs. a purchase (see attached) revealed a savings with the lease of approximately \$2,809,240.00 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).

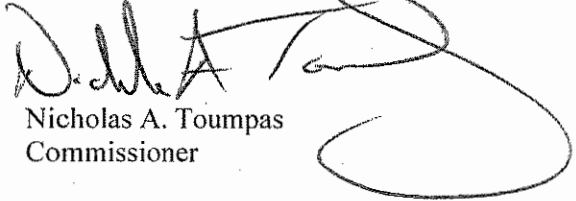
Commencement of the Term of this lease agreement is contingent upon the Landlord in possession of a City of Keene Building Permit.

The Honorable David Campbell, Chairman
Long Range Capital Planning and Utilization Committee
August 27, 2013
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Approval of this new lease will allow the Department of Health and Human Services to provide services to the public in the Cheshire County more efficiently and effectively in a secure and confidential environment. The area served by the Keene District Office is the entire Cheshire County.

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

Respectfully submitted,



Nicholas A. Toumpas
Commissioner

KEENE DISTRICT OFFICE
109 Key Road/809 Court Street
Comparison

Five-Year Lease Proposal	KEENE			Percent Increase	KEENE			Percent Increase
	New Office - 109 Key Road (15,871 Square Feet)				Renovated - 809 Court Street (15,263 Square Feet)			
	Square Foot Rate	Monthly Cost	Yearly Cost		Square Foot Rate	Monthly Cost	Yearly Cost	
Year 1	\$25.63	\$33,900.00	\$406,800.00					
Year 2	\$25.71	\$34,000.00	\$408,000.00	0.3%				
Year 3	\$25.78	\$34,100.00	\$409,200.00	0.3%	NO FIVE-YEAR PROPOSAL			
Year 4	\$25.86	\$34,200.00	\$410,400.00	0.3%				
Year 5	\$25.93	\$34,300.00	\$411,600.00	0.3%				
Total Five-Year Term			\$2,046,000.00					
Ten-Year Lease Proposal								
Year 1	\$20.19	\$26,700.00	\$320,400.00		\$23.50	\$29,890.04	\$358,680.50	
Year 2	\$20.26	\$26,800.00	\$321,600.00	0.3%	\$23.97	\$30,487.84	\$365,854.11	2%
Year 3	\$20.34	\$26,900.00	\$322,800.00	0.4%	\$24.45	\$31,097.60	\$373,171.19	2%
Year 4	\$20.41	\$27,000.00	\$324,000.00	0.3%	\$24.94	\$31,719.55	\$380,634.62	2%
Year 5	\$20.49	\$27,100.00	\$325,200.00	0.4%	\$25.44	\$32,353.94	\$388,247.31	2%
Year 6	\$21.70	\$28,700.00	\$344,400.00	5.6%	\$25.95	\$33,001.02	\$396,012.25	2%
Year 7	\$21.78	\$28,800.00	\$345,600.00	0.4%	\$26.46	\$33,661.04	\$403,932.50	2%
Year 8	\$21.85	\$28,900.00	\$346,800.00	0.3%	\$26.99	\$34,334.26	\$412,011.15	2%
Year 9	\$21.93	\$29,000.00	\$348,000.00	0.4%	\$27.53	\$35,020.95	\$420,251.37	2%
Year 10	\$22.00	\$29,100.00	\$349,200.00	0.3%	\$28.08	\$35,721.37	\$428,656.40	2%
Total Ten-Year Term			\$3,348,000.00				\$3,927,451.40	
Estimated Costs								
Systems Furniture Costs	56 @ \$2,300.00		\$128,800.00				\$ 128,800.00	
VoIP			\$58,000.00				\$ 58,000.00	
Access Control/Panic Alarm			\$47,400.00				\$ 47,400.00	
Moving costs			\$14,000.00					
Total Associated Costs			\$248,200.00				\$ 234,200.00	

Note - Flat screen monitors
required for workstation setup.

	109 Key Road	809 Court Street
Five-Year Proposals	\$2,046,000.00	No Proposal
Ten-year Proposals	\$3,348,000.00	\$3,927,451.40
Systems furniture	\$128,800.00	\$128,800.00
VoIP	\$58,000.00	\$58,000.00
Access Control/Panic Alarm	\$47,400.00	\$47,400.00
Moving costs	\$14,000.00	
	\$3,596,200.00	\$4,161,651.40
Additional cost for 809 Court Street		(\$565,451.40)

**KEENE DISTRICT OFFICE
PURCHASE VS LEASE COMPARISON
AUGUST 8, 2013**

CAPITAL EXPENSE \$ 5,062,849
RATE 4.5%
OPERATING EXPENSE RATE \$ 7.50 Per square foot
OPERATING EXPENSE INFLATION FACTOR 1.02% Per year
FACILITY SQUARE FOOTAGE 15,871 Square Feet
CAPITAL EXPENSE BASED ON 16,871 SQUARE FEET @ \$319/SQUARE FOOT

Lease (Full Gross Lease)
Annual Lease Expenses Year 1 \$ 320,400.00
Lease Expense Years 1 - 10 - Actual
Annual Lease Expense Estimated Years 11 - 20
(Based on escalator factor of 1.03%)

PURCHASE OPTION								LEASE OPTION	Comparison Purchase vs. Lease
SFY	Rate	Principal	Interest	P&I	Fiscal Year Totals	Estimated Annual Operating Expenses	Total Capital and Operating Expenses	Total Annual Lease Expense	
2014	4.5%	\$ 303,771	\$ 113,914	\$ 417,685					
2014	4.5%	\$ -	\$ 113,914	\$ 113,914	\$ 531,599	\$ 119,033	\$ 650,632	\$ 320,400	\$ 330,232
2015	4.5%	\$ 303,771	\$ 107,079	\$ 410,850	\$ -	\$ -	\$ -		
2015	4.5%		\$ 107,079	\$ 107,079	\$ 517,929	\$ 120,247	\$ 638,176	\$ 321,600	\$ 316,576
2016	4.5%	\$ 303,771	\$ 100,244	\$ 404,015	\$ -	\$ -	\$ -		
2016	4.5%		\$ 100,244	\$ 100,244	\$ 504,260	\$ 121,473	\$ 625,733	\$ 322,800	\$ 302,933
2017	4.5%	\$ 303,771	\$ 93,410	\$ 397,181	\$ -	\$ -	\$ -		
2017	4.5%		\$ 93,410	\$ 93,410	\$ 490,590	\$ 122,712	\$ 613,302	\$ 324,000	\$ 289,302
2018	4.5%	\$ 303,771	\$ 86,575	\$ 390,346	\$ -	\$ -	\$ -		
2018	4.5%		\$ 86,575	\$ 86,575	\$ 476,920	\$ 123,964	\$ 600,884	\$ 325,200	\$ 275,684
2019	4.5%	\$ 303,771	\$ 79,740	\$ 383,511	\$ -	\$ -	\$ -		
2019	4.5%		\$ 79,740	\$ 79,740	\$ 463,251	\$ 125,228	\$ 588,479	\$ 344,400	\$ 244,079
2020	4.5%	\$ 303,771	\$ 72,905	\$ 376,676	\$ -	\$ -	\$ -		
2020	4.5%		\$ 72,905	\$ 72,905	\$ 449,581	\$ 126,506	\$ 576,087	\$ 345,600	\$ 230,487
2021	4.5%	\$ 303,771	\$ 66,070	\$ 369,841	\$ -	\$ -	\$ -		
2021	4.5%		\$ 66,070	\$ 66,070	\$ 435,911	\$ 127,796	\$ 563,707	\$ 346,800	\$ 216,907
2022	4.5%	\$ 303,771	\$ 59,235	\$ 363,006	\$ -	\$ -	\$ -		
2022	4.5%		\$ 59,235	\$ 59,235	\$ 422,242	\$ 129,099	\$ 551,341	\$ 348,000	\$ 203,341
2023	4.5%	\$ 303,771	\$ 52,400	\$ 356,171	\$ -	\$ -	\$ -		
2023	4.5%		\$ 52,400	\$ 52,400	\$ 408,572	\$ 130,416	\$ 538,988	\$ 349,200	\$ 189,788
2024	4.5%	\$ 202,514	\$ 45,566	\$ 248,080	\$ -	\$ -	\$ -		
2024	4.5%		\$ 45,566	\$ 45,566	\$ 293,645	\$ 131,747	\$ 425,392	\$ 352,797	\$ 72,595
2025	4.5%	\$ 202,514	\$ 41,009	\$ 243,523	\$ -	\$ -	\$ -		
2025	4.5%		\$ 41,009	\$ 41,009	\$ 284,532	\$ 133,090	\$ 417,622	\$ 356,431	\$ 61,192
2026	4.5%	\$ 202,514	\$ 36,453	\$ 238,966	\$ -	\$ -	\$ -		
2026	4.5%		\$ 36,453	\$ 36,453	\$ 275,419	\$ 134,448	\$ 409,867	\$ 360,102	\$ 49,765
2027	4.5%	\$ 202,514	\$ 31,896	\$ 234,410	\$ -	\$ -	\$ -		
2027	4.5%		\$ 31,896	\$ 31,896	\$ 266,306	\$ 135,819	\$ 402,125	\$ 363,811	\$ 38,314
2028	4.5%	\$ 202,514	\$ 27,339	\$ 229,853	\$ -	\$ -	\$ -		
2028	4.5%		\$ 27,339	\$ 27,339	\$ 257,193	\$ 137,205	\$ 394,397	\$ 367,558	\$ 26,839
2029	4.5%	\$ 202,514	\$ 22,783	\$ 225,297	\$ -	\$ -	\$ -		
2029	4.5%		\$ 22,783	\$ 22,783	\$ 248,080	\$ 138,604	\$ 386,684	\$ 371,344	\$ 15,340
2030	4.5%	\$ 202,514	\$ 18,226	\$ 220,740	\$ -	\$ -	\$ -		
2030	4.5%		\$ 18,226	\$ 18,226	\$ 238,966	\$ 140,018	\$ 378,984	\$ 375,169	\$ 3,816
2031	4.5%	\$ 202,514	\$ 13,670	\$ 216,184	\$ -	\$ -	\$ -		
2031	4.5%		\$ 13,670	\$ 13,670	\$ 229,853	\$ 141,446	\$ 371,299	\$ 379,033	\$ (7,734)
2032	4.5%	\$ 202,514	\$ 9,113	\$ 211,627	\$ -	\$ -	\$ -		
2032	4.5%		\$ 9,113	\$ 9,113	\$ 220,740	\$ 142,889	\$ 363,629	\$ 382,937	\$ (19,308)
2033	4.5%	\$ 202,514	\$ 4,557	\$ 207,071	\$ -	\$ -	\$ -		
2033	4.5%		\$ 4,557	\$ 4,557	\$ 211,627	\$ 144,346	\$ 355,973	\$ 386,881	\$ (30,908)
Totals		\$ 5,062,849	\$ 2,164,368	\$ 7,227,217	\$ 7,227,217	\$ 2,626,085	\$ 9,853,302	\$ 7,044,062	\$ 2,809,240

Capital Expense Factor determined by Bureau Of Public Works, Design and Construction Instructions for Estimating Capital Improvement Projects as follows:

Square foot cost for Office Space	\$	255	\$	255.00
Site Improvement Preparation 1% to 10%			5.0%	\$ 12.75
Construction Contingency and Cost Estimates (New) - \$500,000 to \$10,000,000			7.5%	\$ 19.13
Consultant/Bureau of Public Works, Design & Construction Engineering Services			10.0%	\$ 25.50
Total Project				\$ 312.38
LEED Silver certification: Increase total project estimate by 1.5% - 3%			2.0%	\$ 6.25
Capital Expense Factor \$319/Per Square Foot				\$ 319

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 27th day of August, 2013, by the following parties:

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

Name: Key Road Associates

(individual or corporate name)

State of Incorporation: New Hampshire

(if applicable)

Business Address: 106 Washington Street

Street Address (principal place of business)

Keene

New Hampshire

03431

(603) 352-5720

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: Health and Human Services

Address: 129 Pleasant Street

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

Concord,

New Hampshire

03301

(603) 271-9502

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: 109 Key Road - Ground Floor

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

Keene,

New Hampshire 03431

City

State

Zip

The demise of the premises consists of: approximately 15,871 square feet

(provide square footage of the leased space)

The 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. "Demise Documentation" has been provided which includes accurate floor plans depicting the Premises showing the extent of the space for the Tenants' exclusive use and all areas to be used in common with others, together with site plan showing all entrance to the Premises and all parking areas for the Tenant's use; these documents have been reviewed, accepted, agreed-to and signed by both parties and placed on file, and shall be deemed as part of the lease document.

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

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

Commencing on the 1st day of November, in the year 2013, and ending on the
31th day of March, in the year 2024, unless sooner terminated
in accordance with the Provisions hereof.

Landlord Initials: KRA by HB

Date: 8/27/13

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 April, in the year 2014, unless sooner terminated in accordance with the Provisions hereof.

3.3 Delay in Occupancy and Rental Payment Commencement: In the event of the Effective Date of the Agreement being prior to that which is set forth for Occupancy Term in 3.2. herein, commencement of the Tenant's occupancy of the Premises and payment of rent shall be delayed until construction and/or renovation of the Premises is complete and a copy of the "Certificate of Occupancy" (if said certificate is required by the local code enforcement official having jurisdiction) for the Premises has been delivered to the Tenant; the parties hereto agree this shall be upon the date set forth in 3.2 Occupancy Term herein. Upon this date the Tenant shall commence payment of rent in conformance with the terms and conditions herein and as set forth in the Schedule of Payments included and attached hereto as "Exhibit A". Notwithstanding the foregoing, commencement of occupancy and rental payments shall be further conditioned upon all other terms and conditions set forth in the Agreement herein.

A) **"Completion" defined as "Substantial Completion":** Notwithstanding anything contained in the Agreement to the contrary, it is understood and agreed by both Parties that "complete" shall mean "substantially completed". "Substantial Completion" is defined as no leasehold improvement deficiencies that would unreasonably adversely affect the Tenant's occupancy and/or business operations, nor would the installation or repairs of such deficiencies unreasonably adversely affect the Tenant's business operation. Notwithstanding the foregoing, nothing shall relieve the Landlord from their responsibility to fully complete all agreed renovations set forth or attached hereto.

3.4 Extension of Term: The Tenant shall have the option to extend the Term for (number of options) No 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 D 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) April 1, 2014

The rent due and payable for each year of the term, and any supplemental provisions affecting or escalating said rent or specifying any additional payments for any reason, shall be as set forth in a Schedule of Payments made a part hereto and attached herein as "Exhibit A".

4.2 Taxes and other Assessments: The Landlord shall be responsible for, and pay for, all taxes and other assessment(s) applicable to the Premises.

Landlord Initials: KRA by H3
Date: 9/27/13

5. **Conditional Obligation of the State:**

Notwithstanding any provisions of this Lease to the contrary, it is hereby expressly understood and agreed by the Landlord that all obligations of the Tenant hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the Tenant be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the Tenant shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Lease in whole or in part immediately upon giving the Landlord notice of such termination. The State shall not be required to transfer funds from any other account in the event funding for the account from which the "rent" specified for the lease herein is terminated or reduced. It is further expressly understood and agreed by the Landlord that in the event the State of New Hampshire makes available State owned facilities for the housing of the Tenant the Tenant may, at its' option, serve thirty (30) days written notice to the Landlord of its intention to cancel the Lease in whole or in part. Whenever the Tenant decides to cancel the Lease in whole or in part under this Section the Tenant shall vacate all or part of the Premises within a thirty (30) day period. The Lease to the portion of the Premises vacated shall henceforth be canceled and void, while the Lease to the portion of the Premises still occupied shall remain in effect, with a pro rata abatement of the rent made by the parties hereto.

6. **Utilities:** *Select one of the following standard clauses specifying the party(s) responsible for the provision of utilities indicating the applicable clause with an "x". If neither clause provides an adequate or accurate explanation provide a detailed explanation as a "Special Provision" in "Exhibit D" herein.*

☐ The Landlord shall furnish all utilities and the Tenant shall remit reimbursement for their provision no later than thirty (30) days after receipt of Landlord's copy of the utility invoice(s). Any exceptions to the forgoing specifying certain utilities which the Landlord will provide with no reimbursement payment from the Tenant shall be listed in the space below:

Exceptions: _____

OR:

☒ The Landlord shall at their own and sole expense furnish all utilities, the Tenant shall make no reimbursement. Any exceptions to the forgoing specifying certain utilities that the Tenant shall be responsible for arranging and making direct payment to the provider thereof shall be listed in the space below:

Exceptions: Tenant 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: KRA 6.1 472
Date: _____

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:

off ice space for its employees engaged in the delivery of health and human services

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: KRA by KRL

Date: 8/27/13

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: KRA by H3L
Date: 8/27/13

- C) In addition to other provisions of this section, the Landlord hereby agrees to make their best effort to replace any and all malfunctioned HVAC systems or parts the same day that they are notified or observe the damage. In the event that the Landlord is unable to procure and/or install the replacement part, section or unit within said day, the Landlord must notify the Tenant in writing prior to the close of business that day to provide an explanation as to the cause for the delay and the date the deficiencies will be corrected. In this case, the Landlord shall provide temporary air circulation or heat to accommodate the Tenant until the deficiency is remedied.

8.9 Maintenance and Repair of Lighting, Alarm Systems, Exit Signs etc:

Maintenance within the premises shall include the Landlord's timely repair and/or replacement of all lighting fixtures, ballasts, starters, incandescent and fluorescent lamps as may be required. The Landlord shall provide and maintain all emergency lighting systems, fire alarm systems, sprinkler systems, exit signs and fire extinguishers in the Premises and/or located in the building to which the Premises are a part in conformance with requirements set forth by the State of New Hampshire Department of Safety, Fire Marshall's office and/or the requirements of the National Fire Protection Agency (NFPA). Said systems and fire extinguishers shall be tested as required and any deficiencies corrected. A report shall be maintained of all testing and corrections made, with a copy of the report furnished to the Tenant no later than thirty (30) days after each semi-annual update to the report.

8.10 Interior finishes and surfaces:

Any and all suspended ceiling tiles and insulation which becomes damp and/or water marked shall be replaced (tiles shall match existing in texture and color) no later than three (3) days from the date the damage or water incursion is reported by the Tenant or observed by the Landlord. The Landlord shall clean and wash all interior washable surfaces and repaint all interior painted surfaces in colors agreeable to the Tenant at least once every five years, except where surfaces are in disrepair in which case it shall be required on a more frequent basis.

8.11 Janitorial Services: Provision of janitorial services to the Premises shall be as described below, and as specified in a schedule of services that shall be attached as "Exhibit B" hereto.

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

OR:

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

8.12 Failure to Maintain, Tenant's Remedy: If the Landlord fails to maintain the Premises as provided herein, the Tenant shall give the Landlord written notice of such failure. If within ten (10) calendar days after such notice is given to the Landlord no steps to remedy the condition(s) specified have been initiated, the Tenant may, at their option, and in addition to other rights and remedies of Tenant provided hereunder, contract to have such condition(s) repaired, and the Landlord shall be liable for any and all expenses incurred by the Tenant resulting from the Landlord's failure. Tenant shall submit documentation of the expenses incurred to the Landlord, who shall reimburse the Tenant within thirty (30) days of receipt of said documentation of work. If the Landlord fails to reimburse the Tenant within thirty (30) days, the Tenant shall withhold the amount of the expense from the rental payment(s), reimbursing the Landlord only after the cost of any and all repair expenses have been recovered from the Landlord.

Landlord Initials: KRG by HGL
Date: 8/27/13

9. Manner of Work, Compliance with Laws and Regulations: All new construction, renovations and/or alterations to existing buildings, hereinafter known as "work" shall conform to the following:

All work, whether undertaken as the Landlord's or Tenant's responsibility, shall be performed in a good workmanlike manner, and when completed shall be in compliance with all Federal, State, or municipal statute's building codes, rules, guidelines and zoning laws. Any permits required by any ordinance, law, or public regulation, shall be obtained by the party (Tenant or Landlord) responsible for the performance of the construction or alteration. The party responsible shall lawfully post any and all work permits required, and if a "certificate of occupancy" is required shall obtain the "certificate" from the code enforcement authority having jurisdiction prior to Tenant occupancy. No alteration shall weaken or impair the structure of the Premises, or substantially lessen its value. All new construction, alterations, additions or improvements shall be provided in accordance with the Tenant's design intent floor plans, specifications, and schedules; which together shall be called the "Tenant's Design-Build Documents". The Tenant's finalized version of the Design-Build Documents shall be reviewed, accepted, agreed-to and signed by both parties and shall be deemed as part of the lease document.

9.1 Barrier-Free Accessibility: No alteration shall be undertaken which decreases, or has the effect of decreasing, architecturally Barrier-free accessibility or the usability of the building or facility below the standards and codes in force and applicable to the alterations as of the date of the performance. If existing elements, (such as millwork, signage, or ramps), spaces, or common areas are altered, then each such altered element, space, or common area shall be altered in a manner compliant with the Code for Barrier-Free Design (RSA 275 C:14, ABFD 300-303) and with all applicable provisions for the Americans with Disabilities Act Standards for Accessible Design, Section 4.4.4 to 4.1.3 "Minimum Requirements" (for new construction).

9.2 Work Clean Up: The Landlord or Tenant, upon the occasion of performing any alteration or repair work, shall in a timely manner clean all affected space and surfaces, removing all dirt, debris, stains, soot or other accumulation caused by such work.

9.3 State Energy Code: New construction and/or additions that add 25% or greater to the gross floor area of the existing building to which the Premises are a part and/or that are estimated to exceed one million (\$1,000,000) in construction costs, or renovations that exceed 25% of the existing gross floor area, shall conform to all applicable requirements of the State of New Hampshire Energy Code.

9.4 Alterations, etc.: The Tenant may, at its own expense, make any alterations, additions or improvements to the premises; provided that the Tenant obtains prior written permission from the Landlord to perform the work. Such approval shall not be unreasonably withheld.

9.5 Ownership, Removal of Alterations, Additions or Improvements: All alterations, additions or improvements which can be removed without causing substantial damage to the Premises, and where paid for by the Tenant, shall be the property of the Tenant at the termination of the Lease. This property may be removed by the Tenant prior to the termination of the lease, or within ten (10) days after the date of termination. With the exception of removal of improvements, alterations or renovations which were provided under the terms of the Agreement herein, the Tenant shall leave the Premises in the same condition as it was received, ordinary wear and tear excluded, in broom clean condition, and shall repair any damages caused by the removal of their property.

10. New construction, Additions, Renovations or Improvements to the Premises:

The following provisions shall be applicable to the Agreement herein if new construction, improvements or renovations are provided by the Landlord: The Tenant and Landlord have agreed that prior to Tenant occupancy and the commencement of rental payments the Landlord will complete certain new construction, additions, alterations, or improvements to the Premises, (hereinafter collectively referred to as "Improvements") for the purpose of preparing the same for the Tenant's occupancy. Such improvements shall be provided in conformance with the provisions set forth in Section 9 herein and in conformance with the Tenant's Design-Build specifications and plans which shall be reviewed, accepted, agreed-to and signed by both parties and shall be deemed as part of the lease document. It shall be the Landlord's responsibility to provide any and all necessary construction drawings and/or specifications, inclusive (if required for conformance with applicable permitting process) of provision of licensed architectural or engineering stamp(s), and abiding by all review and permitting processes required by the local code enforcement official having jurisdiction. In connection with these improvements the Landlord warrants, represents, covenants and agrees as follows:

Landlord Initials: KRA by H3L
Date: 9/27/13

10.1 Provision of Work, etc.: Unless expressly otherwise agreed by both parties, all improvements shall be made at the Landlord's sole expense, with said provision amortized into the Rent set forth herein.

- A) In the event Tenant has agreed to the Landlord making certain improvements that are not included within those provided at the sole expense of Landlord or not amortized within the Rent, payment shall either be paid in total after Landlord has successfully completed all agreed improvements, or be paid in accordance with a payment schedule which shall withhold a proportion of the total payment until after Landlord has successfully completed the agreed improvements. Tenant's total additional payment and agreed payment schedule shall be set forth in the Agreement herein as a provision within Exhibit A "Schedule of Payments" herein and be listed as a separate section to the Schedule of Payments.

10.2 Schedule for Completion: All improvements shall be completed in accordance with the "Tenant's Design-Build Documents" which shall be reviewed, accepted, agreed-to and signed by both parties and shall be deemed as part of the lease document, and shall be completed on or before the date set forth in section 3.2 herein for commencement of the "Occupancy Term".

10.3 Landlord's Delay in Completion; Failure to Complete, Tenant's Options: If by reason of neglect or willful failure to perform on the part of the Landlord improvements to the Premises are not completed in accordance with the agreement herein, or the Premises are not completed within the agreed time frame, the Tenant may at its' option:

- A) **Termination of Lease:** Terminate the Lease, in which event all obligations of the parties hereunder shall cease; or
- B) **Occupancy of Premises "As is":** Occupy the Premises in its current condition, provided a "certificate of occupancy" has been issued for the Premises by the code enforcement official having jurisdiction, in which event the rent hereunder shall be decreased by the estimated proportionate cost of the scheduled improvements, reflecting the Landlord's failure to complete the improvements. The decreased rent shall remain in effect until such time the landlord completes the scheduled improvements; or
- C) **Completion of Improvements by Tenant:** Complete the improvements at Tenant's own expense, in which case the amount of money expended by the Tenant to complete the improvements shall be offset and withheld against the rent to be paid hereunder; or
- D) **Delay Occupancy:** The date for Tenant occupancy and commencement of rental payments set forth in Section 3.2 herein, shall at the Tenant's option, be postponed until possession of the Premises is given. In such instance the "Schedule of Payments" set forth in Exhibit A herein shall be amended to reflect the delayed inception date of the Tenant's rental and occupancy, with the date for termination also revised to expire the same number or years and/or months thereafter as originally set forth in the Agreement herein. Commencement of the amended Agreement shall be subject to the provisions of paragraph 3.5 herein.

11. Quiet Enjoyment: Landlord covenants and agrees the Tenant's quiet and peaceful enjoyment of the Premises shall not be disturbed or interfered with by the Landlord, or any person claiming by, through or under the Landlord. Routine maintenance or inspection of the Premises shall be scheduled with Tenant at least one week in advance, to occur during a mutually agreeable time frame, and to be negotiated in good faith by both parties. Notwithstanding the provisions of this section, the Tenant agrees and covenants that in the event of an emergency requiring the Landlord to gain immediate access to the Premises, access shall not be denied.

12. Signs: Tenant shall have the right to erect a sign or signs on the Premises identifying the Tenant, obtaining the consent of the Landlord prior to the installation of the signs; such consent shall not be unreasonably denied. All signs that have been provided by the Tenant shall be removed by them, at their own expense, at the end of the Term or any extension thereof. All damage due to such removal shall be repaired by the Tenant if such repair is requested by the Landlord.

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13. **Inspection:** Three (3) months prior to the expiration of the Term, the Landlord or Landlord's agents may enter the Premises during all reasonable working hours for the purpose of inspecting the same, or making repairs, or for showing the Premises to persons interested in renting it, providing that such entrance is scheduled at least 24 hours notice in advance with the Tenant. Six (6) months prior to the expiration of the term, the Landlord may affix to any suitable part of the Premises, or of the property to which the Premises are a part, a notice or sign for the purpose of letting or selling the Premises.

14. **Assignment and Sublease:** This lease shall not be assigned by the Landlord or Tenant without the prior written consent to the other, nor shall the Tenant sublet the Premises or any portion thereof without Landlord's written consent, such consent is not to be unreasonably withheld or denied. Notwithstanding the foregoing, the Tenant may sublet the Premises or any portion thereof to a government agency under the auspices of the Tenant without Landlord's prior consent.

See Exhibit D for text replacing Section 5 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.~~

16. **Indemnification:** Landlord will save Tenant harmless and will defend and indemnify Tenant from and against any losses suffered by the Tenant, and from and against any and all claims, liabilities or penalties asserted by, or on behalf of, any person, firm, corporation, or public authority:

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

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

16.3 Tenant's Acts or Omissions Excepted: Notwithstanding the foregoing, nothing contained in this section shall be construed to require the Landlord to indemnify the Tenant for any loss or damage resulting from the acts or omissions of the Tenant's servants or employees. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State.

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17. Fire, Damage and Eminent Domain: The Tenant and Landlord agree that in the event of fire or other damage to the Premises, the party first discovering the damage shall give immediate notice to the other party. Should all or a portion of the Premises, or the property to which they are a part, be substantially damaged by fire or other peril, or be taken by eminent domain, the Landlord or the Tenant may elect to terminate this Lease. When such fire, damage or taking renders the Premises substantially unsuitable for their intended use, a just and proportionate abatement of the rent shall be made as of the date of such fire, damage, or taking, remaining in effect until such time as the Tenant's occupancy and use has been restored in entirety.

17.1 Landlord's Repair: In the event of damage to the Premises that can be repaired within ninety (90) days:

- A) No later than five (5) days after the date of damage to the Premises, the Landlord shall provide the Tenant with written notice of their intention to repair the Premises and restore its previous condition; and,
- B) The Landlord shall thereupon expeditiously, at their sole expense and in good and workmanlike manner, undertake and complete such repairs that are necessary to restore the Premises to its previous condition.
- C) The Landlord may provide alternate temporary space for the Tenant until such time that the Premises are restored to a condition that is substantially suitable for the Tenant's intended use. Alternate temporary space is subject to the acceptance of the Tenant. Should said temporary space provide less square footage and/or limited services for the Tenant's use, a proportionate abatement of the rent shall be made.

17.2 Tenant's Remedies: In the event the Premises cannot be repaired within ninety (90) days of said fire or other cause of damage, or the Tenant is unwilling or unable to wait for completion of said repair, the Tenant may, at its sole discretion, terminate the agreement herein effective as of the date of such fire or damage, without liability to the Landlord and without further obligation to make rental payments.

17.3 Landlord's Right To Damages: The Landlord reserves, and the Tenant grants to the Landlord, all rights which the Landlord may have for damages or injury to the Premises, or for any taking by eminent domain, except for damage to the Tenant's fixtures, property, or equipment, or any award for the Tenant's moving expenses.

18. Event of Default; Termination by the Landlord and the Tenant:

18.1 Event of Default; Landlord's Termination: In the event that:

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

18.2 Landlord's Default: Tenant's Remedies: In the event that the Landlord defaults in the observance of any of the Landlord's covenants, agreements and obligations hereunder, and such default shall materially impair the habitability and use of the Premises by the Tenant, and is not corrected within thirty (30) days of written notice by the Tenant to the Landlord specifying such default and requiring it to be remedied, then the Tenant at its option, may withhold a proportionate amount of the rent until such default is cured, or it may serve a written five (5) day notice of cancellation of this Lease upon the Landlord, and upon the expiration of such a five day period the Lease shall terminate. If any such default of the Landlord does not materially impair the habitability and use of the Premises by the Tenant, the Landlord shall cure such default within thirty (30) days of written notice or within a reasonable alternative amount of time agreed upon in writing by Tenant, failing which, Tenant may terminate this Lease upon ten (10) days written notice to Landlord.

18.3 Rights Hereunder: The rights granted under this Section are in addition to, and not in substitution for, any rights or remedies granted herein to the parties, or any rights or remedies at law, or in equity.

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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: KRA by H3L
Date: 8/27/13

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: Jeffrey Turgeon

Title: Property Manager

Address: 7 Pitcher Street, Keene NH 03431 Phone (603) 313-5596

Email Address: jcturgeon@outlook.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

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

Landlord Initials: KRA by KSL

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regulations. The Landlord further agrees to permit the State or United States access to any of the Landlord's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

26. Personnel:

The Landlord shall at its' own expense provide all personnel necessary to perform any and/or all services which they have agreed to provide. The Landlord warrants that all personnel engaged in the services shall be qualified to perform the services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

27. Bankruptcy and Insolvency: If the Landlord's leasehold estate shall be taken in execution, or by other process of law, or if any receiver or trustee shall be appointed for the business and property of the Landlord, and if such execution or other process, receivership or trusteeship shall not be discharged or ordered removed within sixty (60) days after the Landlord shall receive actual notice thereof, or if Landlord shall be adjudicated a bankrupt, or if Landlord shall make a general assignment of its leasehold estate for the benefit of creditors, then in any such event, the Tenant may terminate this lease by giving written notice thereof to the Landlord.

28. Miscellaneous:

- 28.1 Extent of Instrument, Choice of Laws, Amendment, etc.:** This Lease, which may be executed in a number of counterparts, each of which shall have been deemed an original but which shall constitute one and the same instrument, is to be construed according to the laws of the State of New Hampshire. It is to take effect as a sealed instrument, is binding upon, inures to the benefit of, and shall be enforceable by the parties hereto, and to their respective successors and assignees, and may be canceled, modified, or amended only by a written instrument executed and approved by the Landlord and the Tenant.
- 28.2 No Waiver or Breach:** No assent by either party, whether express or implied, to a breach of covenant, condition or obligation by the other party, shall act as a waiver of a right for action for damages as a result of such breach, nor shall it be construed as a waiver of any subsequent breach of the covenant, condition, or obligation.
- 28.3 Unenforceable Terms:** If any terms of this Lease, or any application thereof, shall be invalid or unenforceable, the remainder of this Lease and any application of such terms shall not be affected thereby.
- 28.4 Meaning of "Landlord" and "Tenant":** Where the context so allows, the meaning of the term "Landlord" shall include the employees, agents, contractors, servants, and licensees of the Landlord, and the term "Tenant" shall include the employees, agents, contractors, servants, and licensees of the Tenant.
- 28.5 Headings:** The headings of this Lease are for purposes of reference only, and shall not limit or define the meaning hereof.
- 28.6 Entire Agreement:** This Lease embodies the entire agreement and understanding between the parties hereto, and supersedes all prior agreements and understandings relating to the subject matter hereof.
- 28.7 No Waiver of Sovereign Immunity:** No provision of this Lease is intended to be, nor shall it be, interpreted by either party to be a waiver of sovereign immunity.
- 28.8 Third Parties:** The parties hereto do not intend to benefit any third parties, and this agreement shall not be construed to confer any such benefit.
- 28.9 Special Provisions:** The parties' agreement (if any) concerning modifications to the foregoing standard provisions of this lease and/or additional provisions are set forth in Exhibit D attached and incorporated herein by reference.
- 28.10 Incompatible Use:** The Landlord will not rent, lease or otherwise furnish or permit the use of space in this building or adjacent buildings, or on land owned by or within the control of the Landlord, to any enterprise or activity whereby the efficient daily operation of the Tenant would be substantively adversely affected by the subsequent increase in noise, odors, or any other objectionable condition or activity.

Landlord Initials: KRABY HBL
Date: 8/27/13

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, Chief Financial Officer

LANDLORD: (full name of corporation, LLC or individual) Key Road Associates

Authorized by: (full name and title) _____

Howard B Lane

Signature

Partner

Print: _____

Howard B Lane Jr

Name & Title

Partner

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

OF: New Hampshire

COUNTY OF: Cheshire

UPON THIS DATE (insert full date) August 27, 2013

, appeared before

me (print full name of notary) _____

Patricia A. Lake

the undersigned officers personally

appeared (insert Landlord's signature) _____

Howard B. Lane, Jr.

who acknowledged him/herself to be (print officer's title, and the name of the corporation) _____

Partner-Key Road Associates

and that as such

Officers, 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)

PATRICIA A. LAKE
Notary Public - New Hampshire
Cheshire County
My Commission Expires
August 24, 2016

Patricia A Lake
Patricia A. Lake

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: 6 Sept. 2013

Approving Attorney: _____

Deanne A. Hennick, Attorney

Approved by the Governor and Executive Council:

Approval date: _____

Signature of the Deputy Secretary of State: _____

Landlord Initials: KRA by HB

Date: _____

8/27/13

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

**EXHIBIT A
SCHEDULE OF PAYMENTS**

Part I: Rental Schedule: *Insert or attach hereto a schedule documenting all rental payments due during the initial Term and during any extensions to the Term. Specify the annual rent due per year, the resulting approximate cost per square foot, monthly rental payments due, and the total rental cost of the Term. Define and provide methodology for any variable escalation (such as Consumer Price Index escalation) clauses which may be applied towards the annual rent, setting forth the agreed maximum cost per annum and term.*

The Premises are comprised of approximately 15,871 square feet of space (as set forth in "Section 2" 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	4/1/2014 – 3/31/2015	\$20.19	\$26,700.00	\$320,400.00	
Year 2	4/1/2015 – 3/31/2016	\$20.26	\$26,800.00	\$321,600.00	0.3%
Year 3	4/1/2016 – 3/31/2017	\$20.34	\$26,900.00	\$322,800.00	0.4%
Year 4	4/1/2017 – 3/31/2018	\$20.41	\$27,000.00	\$324,000.00	0.3%
Year 5	4/1/2018 – 3/31/2019	\$20.49	\$27,100.00	\$325,200.00	0.4%
Year 6	4/1/2019 – 3/31/2020	\$21.70	\$28,700.00	\$344,400.00	5.6%
Year 7	4/1/2020 – 3/31/2021	\$21.78	\$28,800.00	\$345,600.00	0.4%
Year 8	4/1/2021 – 3/31/2022	\$21.85	\$28,900.00	\$346,800.00	0.3%
Year 9	4/1/2022 – 3/31/2023	\$21.93	\$29,000.00	\$348,000.00	0.4%
Year 10	4/1/2023 - 3/31/2024	\$22.00	\$29,100.00	<u>\$349,200.00</u>	0.3%
Total ten-year term				\$3,348,000.00	

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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.

ATTACHMENT TO EXHIBIT A
TENANT'S FISCAL YEAR SCHEDULE OF RENTAL PAYMENTS

<i>State Fiscal Year</i>	<i>Month</i>	<i>Square Foot</i> <i>Rate</i>	<i>Monthly</i> <i>Payment</i>	<i>Yearly Total</i>	<i>Fiscal Year Total</i>
2014	4/1/2014	\$ 20.19	\$ 26,700.00		
	5/1/2014	\$ 20.19	\$ 26,700.00		
	6/1/2014	\$ 20.19	\$ 26,700.00		\$ 80,100.00
2015	7/1/2014	\$ 20.19	\$ 26,700.00		
	8/1/2014	\$ 20.19	\$ 26,700.00		
	9/1/2014	\$ 20.19	\$ 26,700.00		
	10/1/2014	\$ 20.19	\$ 26,700.00		
	11/1/2014	\$ 20.19	\$ 26,700.00		
	12/1/2014	\$ 20.19	\$ 26,700.00		
	1/1/2015	\$ 20.19	\$ 26,700.00		
	2/1/2015	\$ 20.19	\$ 26,700.00		
	3/1/2015	\$ 20.19	\$ 26,700.00	\$ 320,400.00	
	4/1/2015	\$ 20.26	\$ 26,800.00		
	5/1/2015	\$ 20.26	\$ 26,800.00		
	6/1/2015	\$ 20.26	\$ 26,800.00		\$ 320,700.00
	7/1/2015	\$ 20.26	\$ 26,800.00		
	8/1/2015	\$ 20.26	\$ 26,800.00		
	9/1/2015	\$ 20.26	\$ 26,800.00		
2016	10/1/2015	\$ 20.26	\$ 26,800.00		
	11/1/2015	\$ 20.26	\$ 26,800.00		
	12/1/2015	\$ 20.26	\$ 26,800.00		
	1/1/2016	\$ 20.26	\$ 26,800.00		
	2/1/2016	\$ 20.26	\$ 26,800.00		
	3/1/2016	\$ 20.26	\$ 26,800.00	\$ 321,600.00	
	4/1/2016	\$ 20.34	\$ 26,900.00		
	5/1/2016	\$ 20.34	\$ 26,900.00		
	6/1/2016	\$ 20.34	\$ 26,900.00		\$ 321,900.00
	7/1/2016	\$ 20.34	\$ 26,900.00		
	8/1/2016	\$ 20.34	\$ 26,900.00		
	9/1/2016	\$ 20.34	\$ 26,900.00		
	10/1/2016	\$ 20.34	\$ 26,900.00		
	11/1/2016	\$ 20.34	\$ 26,900.00		
	12/1/2016	\$ 20.34	\$ 26,900.00		
2017	1/1/2017	\$ 20.34	\$ 26,900.00		
	2/1/2017	\$ 20.34	\$ 26,900.00		
	3/1/2017	\$ 20.34	\$ 26,900.00	\$ 322,800.00	
	4/1/2017	\$ 20.41	\$ 27,000.00		
	5/1/2017	\$ 20.41	\$ 27,000.00		
	6/1/2017	\$ 20.41	\$ 27,000.00		\$ 323,100.00
	7/1/2017	\$ 20.41	\$ 27,000.00		
	8/1/2017	\$ 20.41	\$ 27,000.00		
	9/1/2017	\$ 20.41	\$ 27,000.00		
	10/1/2017	\$ 20.41	\$ 27,000.00		
	11/1/2017	\$ 20.41	\$ 27,000.00		
	12/1/2017	\$ 20.41	\$ 27,000.00		
	1/1/2018	\$ 20.41	\$ 27,000.00		
	2/1/2018	\$ 20.41	\$ 27,000.00		

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	3/1/2018	\$	20.41	\$	27,000.00	\$	324,000.00
	4/1/2018	\$	20.49	\$	27,100.00		
	5/1/2018	\$	20.49	\$	27,100.00		
	6/1/2018	\$	20.49	\$	27,100.00	\$	324,300.00
2019	7/1/2018	\$	20.49	\$	27,100.00		
	8/1/2018	\$	20.49	\$	27,100.00		
	9/1/2018	\$	20.49	\$	27,100.00		
	10/1/2018	\$	20.49	\$	27,100.00		
	11/1/2018	\$	20.49	\$	27,100.00		
	12/1/2018	\$	20.49	\$	27,100.00		
	1/1/2019	\$	20.49	\$	27,100.00		
	2/1/2019	\$	20.49	\$	27,100.00		
	3/1/2019	\$	20.49	\$	27,100.00	\$	325,200.00
	4/1/2019	\$	21.70	\$	28,700.00		
	5/1/2019	\$	21.70	\$	28,700.00		
	6/1/2019	\$	21.70	\$	28,700.00	\$	330,000.00
2020	7/1/2019	\$	21.70	\$	28,700.00		
	8/1/2019	\$	21.70	\$	28,700.00		
	9/1/2019	\$	21.70	\$	28,700.00		
	10/1/2019	\$	21.70	\$	28,700.00		
	11/1/2019	\$	21.70	\$	28,700.00		
	12/1/2019	\$	21.70	\$	28,700.00		
	1/1/2020	\$	21.70	\$	28,700.00		
	2/1/2020	\$	21.70	\$	28,700.00		
	3/1/2020	\$	21.70	\$	28,700.00	\$	344,400.00
	4/1/2020	\$	21.78	\$	28,800.00		
	5/1/2020	\$	21.78	\$	28,800.00		
	6/1/2020	\$	21.78	\$	28,800.00	\$	344,700.00
2021	7/1/2020	\$	21.78	\$	28,800.00		
	8/1/2020	\$	21.78	\$	28,800.00		
	9/1/2020	\$	21.78	\$	28,800.00		
	10/1/2020	\$	21.78	\$	28,800.00		
	11/1/2020	\$	21.78	\$	28,800.00		
	12/1/2020	\$	21.78	\$	28,800.00		
	1/1/2021	\$	21.78	\$	28,800.00		
	2/1/2021	\$	21.78	\$	28,800.00		
	3/1/2021	\$	21.78	\$	28,800.00	\$	345,600.00
	4/1/2021	\$	21.85	\$	28,900.00		
	5/1/2021	\$	21.85	\$	28,900.00		
	6/1/2021	\$	21.85	\$	28,900.00	\$	345,900.00
2022	7/1/2021	\$	21.85	\$	28,900.00		
	8/1/2021	\$	21.85	\$	28,900.00		
	9/1/2021	\$	21.85	\$	28,900.00		
	10/1/2021	\$	21.85	\$	28,900.00		
	11/1/2021	\$	21.85	\$	28,900.00		
	12/1/2021	\$	21.85	\$	28,900.00		
	1/1/2022	\$	21.85	\$	28,900.00		
	2/1/2022	\$	21.85	\$	28,900.00		
	3/1/2022	\$	21.85	\$	28,900.00	\$	346,800.00
	4/1/2022	\$	21.93	\$	29,000.00		
	5/1/2022	\$	21.93	\$	29,000.00		
	6/1/2022	\$	21.93	\$	29,000.00	\$	347,100.00
2023	7/1/2022	\$	21.93	\$	29,000.00		

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	8/1/2022	\$	21.93	\$	29,000.00	
	9/1/2022	\$	21.93	\$	29,000.00	
	10/1/2022	\$	21.93	\$	29,000.00	
	11/1/2022	\$	21.93	\$	29,000.00	
	12/1/2022	\$	21.93	\$	29,000.00	
	1/1/2023	\$	21.93	\$	29,000.00	
	2/1/2023	\$	21.93	\$	29,000.00	
	3/1/2023	\$	21.93	\$	29,000.00	\$ 348,000.00
	4/1/2023	\$	22.00	\$	29,100.00	
	5/1/2023	\$	22.00	\$	29,100.00	
	6/1/2023	\$	22.00	\$	29,100.00	\$ 348,300.00
2024	7/1/2023	\$	22.00	\$	29,100.00	
	8/1/2023	\$	22.00	\$	29,100.00	
	9/1/2023	\$	22.00	\$	29,100.00	
	10/1/2023	\$	22.00	\$	29,100.00	
	11/1/2023	\$	22.00	\$	29,100.00	
	12/1/2023	\$	22.00	\$	29,100.00	
	1/1/2024	\$	22.00	\$	29,100.00	
	2/1/2024	\$	22.00	\$	29,100.00	
	3/1/2024	\$	22.00	\$	29,100.00	\$ 349,200.00 \$ 261,900.00
Total Rent						\$ 3,348,000.00 \$ 3,348,000.00

EXHIBIT B

JANITORIAL SERVICES: *specify which party shall be responsible for provision of janitorial services to the Premises (and/or portions of the Premises) during the Term. Specify what those services shall include, and how often they shall be provided. Provide any additional information required for clarification of duties and scheduling.*

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 A" herein.

EXHIBIT B

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.

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 Mopping - 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 Mopping 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.

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**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

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EXHIBIT C

Provisions for Architecturally Barrier – Free Accessibility, "Clean Air" compliance, Improvements and Recycling

Part I Architecturally Barrier-Free access to the Premises conforming with all applicable codes and regulations which are in effect as of the date of inception of the Term shall be provided unless otherwise agreed by the parties hereto and agreed by the "Architectural Barrier-Free Design Committee". If Barrier-Free access is deficient it shall be provided after the inception of the Term herein by making certain renovations and/or alterations to the Premises which shall include all recommendations set forth by the State of New Hampshire's "Architectural Barrier-Free Design Committee" (AB Committee) in their "Letter of Recommendation" which has been attached hereto and made part of the Agreement herein by reference. *Specify in text and/or illustrate the manner in which all renovations recommended by the AB Committee will be provided at the Premises. Define which party, the Landlord or Tenant, shall be responsible for providing and funding said renovations and the time frame allowed for completion.*

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 Abfd 300 (the 2010 ADA Standards for Accessible Design; ADA Std. citations), and the State Building Code(IBC-2009, IEBC-2009; ICC/ANSI A117.1-2003). 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.

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 of said systems shall be in compliance with ADA Standard 706; signage for the assistive listening system shall be installed in accordance with ADA Standard 703.

Part II Certification from the State of New Hampshire Department of Environmental Services ("Environmental Services") stating the Premises comply with the requirements of State of New Hampshire RSA 10:B "Clean Indoor Air in State Buildings" ("clean air") as defined by Chapter Env-A 2200 has either been obtained and a copy of said certification attached herein, or shall be obtained in accordance with the following:

No later than thirty (30) days after the commencement of the Term herein the air quality of the Premises shall be tested in conformance with requirements set forth in Chapter Env-A 2200 in accordance with the requirements of the Agreement herein. *Specify which party – the Landlord or the Tenant- shall schedule and pay for the required testing. In the event of testing results demonstrating the Premises do not conform with all or part of the requirements of Chapter Env-A 2200, specify which party will be responsible for providing and paying for the alterations and repairs necessary to remedy the non-conformity, the time frame to be allowed for providing remedy, and which party shall bear the cost of re-testing and repair required until such time a "certification of compliance" is issued.*

After 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

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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 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 foregoing 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 event that the Agreement herein includes provisions for such "work" to be provided, the Tenant's finalized version of Design-Build floor plans, specifications and any supplemental defining documents depicting all "work" shall be reviewed, accepted, agreed-to and signed by both parties and shall be deemed as part of the lease document. The Tenant and the Landlord shall both retain copies of these documents. Tenant shall provide complete copies to the State of New Hampshire, Department of Administrative Services, Bureau of Planning and Management.

1. No later than the date set forth in "3.2 Occupancy Term" herein, the Landlord shall, at the sole expense of the Landlord, substantially complete provision of all new construction and improvements to the Premises delivering it in "turn key" condition to the Tenant. Scope of improvements shall be as defined in Part I above and as defined in the Tenants' "Design-Build Specifications". The Landlord's minimum obligation regarding provision and fit up of the Premises shall include but not be limited to provision of the level of quality, type of space, configuration, specifications and finishes set forth herein titled "Tenant Design-Build Specifications".
2. The Landlord's minimum obligation regarding provision and fit up of the Premises shall also include provision of an interior layout conforming to the Tenant's Design-Build plans attached to and cited in the Tenant's Design-Build Specification Section 1.1 "Design Intent - Tenant Plans". Notwithstanding the foregoing the Tenant shall allow for reasonable variations if needed in order to accommodate structural and/or mechanical requirements.

Part IV Recycling: The manner in which recycling at the Premises will be implemented and sustained is either documented below or as specified in the attachment hereto titled "Recycling" which shall be made part of the Agreement by reference.

1. The 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

Landlord Initials: KRA by HB

Date: 8/27/13

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 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.

Landlord Initials: KRA by HBL
Date: 8/27/13

**EXHIBIT D
SPECIAL PROVISIONS**

The parties' agreements concerning modifications or additions to the foregoing standard provisions of this lease shall be as set forth below or attached hereto and incorporated by reference:

SPECIAL PROVISIONS 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.
- C. Public Disclosure: RSA 91-A obligates disclosure of contracts (which includes operating leases) resulting from responses to RFPs. As such, the Secretary of State provides to the public any document submitted to G&C for approval, and posts those documents, including the contract, on its website. Further, RSA 9-F:1 requires that contracts stemming from RFPs be posted online. By submitting a proposal and entering into the Agreement herein the Landlord acknowledges and agrees that, in accordance with the above mentioned statutes and policies, (and regardless of whether any specific request is made to view any document relating to this RFP), the lease agreement herein will be made accessible to the public online via the State's website without any redaction whatsoever.

MODIFICATION OF STANDARD PROVISIONS OF THE LEASE:

- C. **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: KRA by HBL
Date: 8/27/13

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) Receipt of City of Keene Building Permit.

In the event of the above listed transaction is 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 thirty (30) calendar days of time to obtain "Final Authorization", calculation of the thirty days shall start upon "Effective Date" set forth in Section 3.1 of the Agreement, and end thirty (30) 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 thirty 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.

D. 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 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

Landlord Initials: KRA by HBL

Date: 8/27/13

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: KRA by HBI
Date: 8/27/13



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/14/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Masiello Insurance Agency 69-A Island Street, Suite 1 Keene NH 03431		CONTACT NAME: Barbara Patnode, CPCU, Sr VP PHONE (A/C No. Ext): 603-283-1841 FAX (A/C No.): (603) 352-8367 E-MAIL ADDRESS: barbarap@masiello.com	
INSURED Key Road Associates 106 Washington Street Keene NH 03431		INSURER(S) AFFORDING COVERAGE INSURER A: Patriot Insurance Company NAIC # 24198 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** Dept of Health & Human **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			CPP6228918	6/1/2013	6/1/2014	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		CPP6228918	6/1/2013	6/1/2014	EACH OCCURRENCE	\$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$ 2,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Evidence of coverage per Lease agreement with the State of New Hampshire, Department of Health and Human Services for 109 Key Road, Keene, NH 03431

CERTIFICATE HOLDER

(603) 271-8149 ljsmith@dhhs.state.nh.us

State of New Hampshire
Department of Health & Human Services
Leon Smith, Administrator
129 Pleasant Street
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

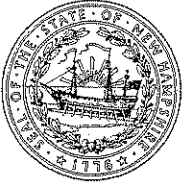
B Patnode, VP, CPCU/B

ACORD 25 (2010/05)

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STATE OF NEW HAMPSHIRE
GOVERNOR'S COMMISSION
ON DISABILITY

Margaret Wood Hassan, Governor
Paul Van Blarigan, Chairman
Charles J. Saia, Esq., Executive Director

Committee on Architectural Barrier-Free Design
David Gleason, Chair

57 Regional Drive
Concord, NH 03301-8518
Tele: (603) 271-2773 VM or TTY
Tele: 1 (800) 852-3405 VM or TTY
Fax: (603) 271-2837

August 20, 2010

To the Honorable Governor Margaret Wood Hassan and Members of the Executive
Council

Requested Action

RECOMMENDATION REGARDING NEW LEASE APPROVAL

Lessee: NH Department of Health and Human Services; Keene District Office
Location: 109 Key Road, Keene, NH 03431
Lessor: Key Road Associates, 106 Washington Street, Keene, NH 03431
Term: April 1, 2014 – March 31, 2024 with no extensions

The Architectural Barrier Free-Design Committee (AB Committee) respectfully recommends that the subject **NEW LEASE** for approximately 15,871 square feet of space be **approved, with the following conditions.**

1. By April 1, 2014, the alterations to the existing facility must be completed in compliance with Exhibit C and with all applicable building codes, including but not limited to, the Code for Barrier-Free Design for the State of New Hampshire Abfd 300 (Americans with Disabilities Act 2010 Standards for Accessible Design; ADA Std. citations), the NH State Building Code RSA 155-A (IEBC/2009, IBC/2009 and ICC/ANSI A117.1/2003, as amended), the NH State Fire Code Saf-c 6000 and Title II of the Americans with Disabilities Act 2010. Prior to beginning work, and at the request of the AB Committee, the architectural plans will be submitted to the local authority having jurisdiction (i.e., Building Inspector, Code Enforcement Officer) for approval.
2. Detailed architectural floors plans (60%) with interior elevations and details of the exterior site showing dimensions and grades of the accessible parking spaces, access aisles and the accessible route from the access aisle to the accessible entrance, with parking sign details, will be submitted to the AB Committee for review.

3. Prior to occupancy, a representative of the AB Committee and/or the Accessibility Specialist will provide an accessibility evaluation of the exterior accessible parking, exterior accessible route, accessible entrance, and of all interior spaces.
 - a. Any areas of non-compliance found during this evaluation will be corrected no later than 30 days from the inception of the Term.
 - b. Photographs of the corrected areas with supporting documentation (change orders, work orders, purchase orders, etc.) will be submitted to the AB Committee for proof that the work has been completed.

This recommendation is based upon the documents submitted by Administrative Services and reviewed by the AB Committee, and on the assurances of the agency's ADA Coordinator.

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 **Committee on Architectural Barrier-Free Design**,



David Gleason, Chair
Committee on Architectural Barrier-Free Design

cc: File

STATE OF NEW HAMPSHIRE PROPOSAL AFFIDAVIT FORM

Date: April 24 2013

Company Name:

Key Road Associates, a NH General Partnership

Address:

106 Washington St., PO Box 472, Keene, NH 03431

In accordance with RSA 21-I:11-c, the undersigned person certifies that neither the party offering the proposal 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.

Person offering the proposal has read and fully understands this form.

Authorized Signor's Name Printed Kendall W. Lane

Authorized Signor's Signature 

Authorized Signor's Title Partner

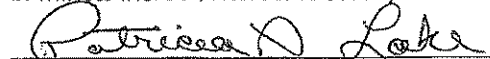
NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: Cheshire STATE: NH

ZIP: 03431

On the 24th day of April, 20 13, personally appeared before me, the above named Kendall W Lane, in his ~~box~~ capacity as authorized representative of Key Road Associates, 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.


(Notary Public/Justice of the Peace)

My commission expires: 8/24/2016 (Date)

STATE OF NEW HAMPSHIRE PROPOSAL AFFIDAVIT FORM

Date: April 24 2013

Company Name:

Key Road Associates, a NH General Partnership

Address:

106 Washington St, PO Box 472, Keene, NH 03431

In accordance with RSA 21-I:11-c, the undersigned person certifies that neither the party offering the proposal 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.

Person offering the proposal has read and fully understands this form.

Authorized Signor's Name Printed Howard B. Lane, Jr.

Authorized Signor's Signature [Signature]

Authorized Signor's Title Partner

NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: Cheshire

STATE: NH

ZIP: 03431

On the 24th day of April, 20 13 personally appeared before me, the above named Howard B. Lane in his/her capacity as authorized representative of Key Road Associates, 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.

[Signature]

(Notary Public/Justice of the Peace)

My commission expires: 8/24/14 (Date)

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 KEY ROAD ASSOCIATES is a New Hampshire trade name registered on February 17, 1983 and that Howard B Lane, Jr, Esq. and Kendall W Lane, Esq presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of August, A.D. 2013

A handwritten signature in dark ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

At a meeting of the partners of Key Road Associates held at 10:00 a.m. on August 27, 2013, it was voted to authorize Howard B. Lane, Jr. to sign a lease between Key Road Associates and the State of New Hampshire Department of Health and Human Services for the rental of premises located at 109 Key Road, Keene, New Hampshire.

KEY ROAD ASSOCIATES

By Howard B. Lane, Jr.
Howard B. Lane, Partner

By Kendall W. Lane
Kendall W. Lane, Partner

Search Results

Current Search Terms: Key* Road* associates*

No records found for current search.

SAM | System for Award Management 1.0

IBM v1.1149.20130801-1829

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



State of New Hampshire
Department of Health and Human Services
TENANT Design-Build Specifications
For the Premises located at 109 Key Road, Keene, New Hampshire

1. INTRODUCTION:

The Department of Health and Human Services (the Tenant) requires certain renovations and alterations provided to the Premise by the Operator/Owner (the Landlord) for their lease of space to be used as the Department's Keene, New Hampshire regional office. The "Landlord" shall be responsible for provision of any required stamped architectural and/or construction drawings, schedules, specifications, permits, labor, demolition, site work, materials and performance of work, providing finished space to the Tenant in "turn key" condition.

1.1. Design Intent - Tenant Plans: include complete installation and proper operation of all improvements outlined and shown in the Tenant's attached schematic drawings titled:

- 1.1.1. 109 Key Road, Design-Build Tenant Plan
- 1.1.2. 109 Key Road, Design-Build Tenant Demolition Plan
- 1.1.3. 109 Key Road, Tenant Furniture Layout

1.2. Completion of Build-Out: The date for substantial completion of the Premises shall be April 1, 2014, as set forth in the Lease Agreement. All improvements shall be provided in accordance with the specifications and drawings herein, and the terms and conditions of the Lease Agreement, including all design/build and demise floor plans.

2. GENERAL PROVISIONS:

2.1. **Window in-fill:** Where applicable (see plan) infill windows with Panel 15®, Prefinished Architectural Panels, consisting of a composite panel made by laminating a textured aluminum skin to a substrate of Douglas fir exterior grade plywood with a fiberglass reinforced Kraft/foil scrim backer added for panel balance and moisture barrier. Tenant may consider equivalent alternatives to window in-fill.

2.2. Basic Definitions:

- 2.2.1. "**Landlord**" shall mean the contractual Landlord and/or their authorized designees.
- 2.2.2. "**Tenant**" shall mean the State of New Hampshire – Department of Health and Human Services, Bureau of Facilities and Assets Management.
- 2.2.3. "**Build-out Documents**" consists of the RFP, Lease, Tenant Design-Build Plan and any supplemental drawing, the Specifications herein, and other documents listed in the Lease, and any modifications issued after execution of the Lease.
- 2.2.4. "**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.

- 2.2.5. **"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.
- 2.2.6. **"Specifications"** are the written portion of the Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work and performance of related services.
- 2.2.7. **"ADA"** is an acronym for the United States "Americans with Disabilities Act" as well as (in this context) a broad reference to and all codes, regulations and ordinances whether Federal, State, or Municipal, which regulate and provide for architecturally barrier-free access and design.

3. Correlation and Intent of the Documents:

- 3.1. 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.
- 3.2. 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.

4. Construction Documents:

- 4.1. The Documentation herein specifies the Tenant's Design Intent, they are not however construction documents. In the event of lease finalization and Governor and Executive Council authorization, it shall thereafter be the Landlord's responsibility to promulgate (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 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.
 - 4.1.1. All construction drawings and plans shall be provided to the Tenant at a scale not less than 1'-0" = 1/8" and in *.dwg AutoCAD format, inclusive of as-built drawings as part of the project close out.
- 4.2. Submittal and construction drawing approval process: Landlord to provide electronic and/or hard copies of all construction documents, schedules, MSD sheets, tear sheet and plans 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.

4.2.1. Plans and schedules 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.

4.2.1.1. 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.

5. GENERAL CONDITIONS:

5.1. **Specifications** - minimum requirements: The specification herein represents the Tenant's definition of minimum requirements, including manufacturers and models, construction materials, 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 requirement of the construction documents. Submittals shall specifically outline deviations from the products and/or systems specified. When and if deviations are rejected by the Tenant the Landlord shall provide the specified product and/or system.

5.2. **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 Abfd 300 (the 2010 ADA Standards for Accessible Design; ADA Std. citations), Title II of the Americans with Disabilities Act 28 CFR 35; and the NH State Building Code RSA 155-A (IBC-2009, IEBC-2009, ICC/ANSI A117.1-2003). 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.

5.2.1. An approved copy of the Demolition/Building Permit shall be delivered to the Tenant, prior to commencement of construction activities.

5.2.2. A final and approved Certificate of Occupancy shall be delivered to the Tenant, prior to the Tenant accepting the space.

5.2.3. 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.

5.2.4. 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.

- 5.2.5. 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.
- 5.2.6. 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.
- 5.3. **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.
- 5.4. **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 5 workdays to accept, accept as noted or reject a submittal.
- 5.4.1. 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.
- 5.4.2. 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.
- 5.5. **MSDS (Material Safety Data Sheets)**
- 5.5.1. 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.

5.5.2. 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.

5.6. **Conditions for Occupancy:** Prior to occupancy Tenant shall require all applicable certificates and inspections, including but not limited to: Building Permit, Certificate of Occupancy, and testing resulting documenting conformance with State of New Hampshire RSA 10-B "Clean Indoor Air" requirements.

5.7. **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.

6. STANDARDS & SPECIALTIES

6.1. **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.

6.2. **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.

6.2.1. 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.

6.2.2. Landlord shall provide a "life-cycle" analysis and commissioning report supportive of the proposed "design/build" floor plans and specifications.

6.3. **Ceiling Heights:** Where possible, the following ceiling heights are preferred:

6.3.1. Lobby Area: 10 feet

6.3.2. Conference/Training Rooms and Staff Lounge: 9 feet

6.3.3. Private Offices: 9 feet

6.3.4. General Office Area 10 feet

6.3.5. Interview Rooms: 9 feet

6.3.6. Corridors, Hallways: 9 feet

6.3.7. All other areas shall not exceed the above heights.

6.4. **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.

6.5. **Corridor Widths:** Unless otherwise noted or required by the authority having jurisdiction, all corridors shall be at least 60" wide.

6.6. **Window Treatments:** Landlord to provide at all exterior glazing, interior, security observation mirrors and receptionist transaction windows.

6.6.1. Specifications: Manufacturer: *Hunter-Douglas*; Model: *Celebrity*; Type: 1" horizontal. Color(s) to be determined by the Tenant.

6.6.2. Optional Specification: Fire Rated "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 Wire Products Inc., Castec Shading Inc.* or equal. Fabric color to be "Pearl White". 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.

6.6.3. **Surface Mounted Acoustical Wall Panels:**

6.6.3.1. See "Specialty Areas" for required quantities and placement.

6.6.3.2. 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).

6.6.3.3. Units shall have solid wood internal frame.

6.6.3.4. Units shall have 1/4-inch wood back panel. Provide wall-mounting hardware for a secure installation without glue.

6.6.3.5. 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.

6.7. **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.

6.7.1. 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.

6.8. **Knox Box:** an exterior flush mounted Knox 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.

- 6.9. **Flag and Flag Pole:** Provide commercial grade exterior flagpole 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.
- 6.10. **Restroom Waste Receptacles:** Shall be stainless steel finish recessed (or semi recessed – where approved by Tenant) waste receptacles.
- 6.11. **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:
- 6.11.1. Drinking fountains at the Tenant's client waiting/lobby area close to the public rest rooms.
- 6.11.2. Drinking fountains close to the Tenant's staff rest room/staff lounge area.
- 6.11.3. Final Locations shall be reviewed with the Tenant.
- 6.12. **Exterior Glazing:** All existing and new exterior glazing shall be transparent unless otherwise noted; no opaque materials are acceptable without prior specification or approval from the Tenant. Exception: in the instance of skylights or restroom window being present, such glazing is permitted to be constructed of opaque materials.
- 6.13. **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.
- 6.14. **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.
7. **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.
- 7.1. **Hydraulic Overhead Door Closer Devices:** Shall be heavy-duty commercial grade, suggested manufacturers: Norton – series 8301 and/or 8501, or LCN 4040.
- 7.2. **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.
- 7.3. **Electromagnetic Locks:** Recommended manufacturer: Locknetics Security Engineering - Series 268 Surface Mounted POWERLOCK II. See Typical Door Schedule for approximate locations, types and quantities required.

- 7.4. **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.
- 7.5. **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.
- 7.6. **Electric Door Strikes:** Recommended manufacturer: HES 9000 Series for exit applications; HES - 1006 Series for interior door applications. Provide strikes with HES Smart Pac in-line power control for strikes under continuous duty operation. Other acceptable unit(s): Folger-Adams - Series 300, heavy-duty commercial grade, 24 v DC continuous duty, all installations are to be mortise type.
- 7.6.1. 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).
- 7.6.2. 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).
- 7.6.3. 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.
- 7.7. **Door Types:** All interior and exterior doors shall be 3'-0" X 7'-0".
- 7.7.1. Interior Doors: Solid core wood door blanks for all interior doors. (Birch, min. 3 coats natural finish).
- 7.7.2. Exterior doors: Hollow metal doors @ 18 gauge; full flush styrene core insulated doors at all exterior doors.
- 7.8. **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 5.0 pounds is required at all interior doors.
- 7.9. **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:
- 7.9.1. **Door Opener:** Provide and install ANSI/BMHA A156-19 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
- 7.9.2. 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.

- 7.9.3. Interior strike for accessible doors shall be mounted no higher than 48 inches above the finished floor.
- 7.9.4. 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.
- 7.9.5. 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.
- 7.9.6. Provide and install all required electrical Conduit and connectivity necessary for fully operational doors.
- 7.9.7. Provide and install warning signage on both sides of each door that is equipped with a powered door opening device, as required by ANSI/BHMA A156-19 Section 6.
- 7.10. **Door Frames:**
 - 7.10.1. Exterior Doors: Welded metal frame @ 16 gauge
 - 7.10.2. Interior Doors w/ Electric Strikes: Welded metal frame @ 16 gauge
 - 7.10.3. Interior Doors: Knock-down metal frame @ 18 gauge
 - 7.10.4. Exterior and Security Doors: All exterior doors shall be equipped with:
 - 7.10.4.1. Panic Hardware: Recommended manufacturer: Von Duprin. Mortise lock devices are preferred over rim set types. Note – may not be required on all security doors.
 - 7.10.4.2. 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.
 - 7.10.4.3. Lockset: Storeroom type.
 - 7.10.4.4. Hydraulic overhead door closer device.
 - 7.10.4.5. Electric Door Strikes: To be provided at all exterior doors. <<controlled access points>>
- 7.11. **Door Hardware:** Recommended manufacturer: Corbin/Russwin or Schlage-series D (heavy duty commercial grade 1):
 - 7.11.1. Exterior and Security Door Hardware: Shall be keyed cylindrical lever locksets for heavy duty commercial use, rated for commercial grade 1 application
 - 7.11.2. Interior Door Hardware: Shall be either passage latch sets or keyed cylindrical lever locksets (as determined by the final door & hardware schedule) for standard commercial use, rated for commercial grade 2 application.
- 7.12. **Hardware Standards:**
 - 7.12.1. Keyway: L-4.
 - 7.12.2. Interchangeable Cores: All exterior and interior Tenant separation doors and the Data/Communications Room shall be provided with interchangeable cores.
 - 7.12.3. Trim Design: Newport
 - 7.12.4. Type: Lever (NSD) - Cast brass.

- 7.12.5. Finish: To match existing hardware finish, or as otherwise requested by the Tenant.
- 7.12.6. Replacement Keyway Cylinders: (if applicable) Recommended hardware shall be Corbin/Russwin. See Section 3.13 above.
- 7.12.7. Keyway Standard: L-4.
- 7.12.8. Replacement cylinders: Original factory equipment cylinders only.
- 7.12.9. Finish: To match existing hardware finish, or as otherwise requested by the Tenant.
- 7.13. **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.
- 7.13.1. Stamping Requirement: Each key shall be stamped: a) by level and sequentially numbered; b) "do not duplicate."
- 7.13.2. Key Blanks: All key blanks shall be original equipment manufacturer (OEM) products.
- 7.13.3. Great Grand Master: As defined by Landlord
- 7.13.4. Grand Master: Provide five (5) keys.
- 7.13.5. Sub Masters: Provide five (5) keys per submaster.
- 7.13.6. Change Keys: Provide two (2) keys per cylinder
- 7.13.7. In addition to the above keys, provide 10 blanks of each key section used.
- 7.13.8. 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.
- 7.13.9. 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.
- 7.13.10. Provide hinged-panel type cabinet for wall mounting.

8. GYPSUM WALLBOARD-STANDARDS AND TYPES:

- 8.1. **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.
- 8.1.1. Metal Studs @ Receptionist Wall: 20 gauge (min.)
- 8.1.2. Minimum Stud standard at all other full height walls: 2" X 4" wood or 3 5/8" metal studs @ 25 gauge.
- 8.1.3. Minimum Stud standard at Partial/Low height walls: 2" X 4" wood or 3 5/8" metal studs @ 16 gauge.
- 8.1.4. 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.

8.1.5. 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.

8.2. **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:

8.2.1. **Existing Walls scheduled to remain:** In accordance with attached Tenant fit-up plan certain existing walls are scheduled to remain, in the instance of such walls being at variance with applicable "Type" specification described below, the existing structure shall be modified as required to reasonably conform to these specifications.

8.2.2. **Type 1 – Entrances, Demising and Security:** Scope of Use: Surrounds at all Exterior Entrances, all Tenant Demising and Interior Security Demising Partitions

8.2.2.1. 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.

8.2.2.2. Full Wall Framing:

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

8.2.2.2.2. 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.

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

8.2.3.1. 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.

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

8.2.3.1.2. 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.

8.2.4. **Type 3: High Performance Sound Control Partitions**, scope of use: Use at all surrounds for interview rooms, Multi-Purpose Room, conference rooms, and private offices.

8.2.4.1. 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.

8.2.4.2. 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.

8.2.4.3. 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.

8.2.5. **Type 4 Partitions:** NOT USED

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

8.2.6.1. 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.

8.2.6.2. 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.

8.2.6.3. 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.

9. **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.
- 9.1. **Carpet:** Unless otherwise noted, all flooring shall be modular carpet tile. The Tenant's preference is the modular carpet tile specified below.
- 9.2. **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.
- 9.3. **Recycled materials content:** All carpet submittals shall contain a 25% minimum recycled content and/or is 100% recyclable.
- 9.4. **Samples:** Shop Drawings, Product Data, MSDS, Samples and similar submittals shall be required.
- 9.5. **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*.
- 9.6. **Installation:** All installation methods and materials must follow the manufactures guidelines.
- 9.7. **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	SHAW – Patcraft MODULAR
Tile Size	24"x24" nominal
Style	Tweed 10096
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,

- 9.8. **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.
- 9.8.1. VCT: Colors and installation: Tenant shall select up to three (3) colors from the manufactures full offering of standard colors. VCT shall be installed in Janitorial closets, file rooms, storage rooms, lobby, etc. For installation in the larger areas, such as the public entrance lobby, vct shall be installed in a graphic pattern, the pattern will be determined by the Tenant.
- 9.8.2. VCT-SZ: Colors and installation: Safety-Zone vinyl tile shall be installed in restrooms and staff lounge. Tenant shall select up to three (3) colors from the manufactures full offering of standard colors.
- 9.8.3. Preferred Manufacturer: Armstrong Provide products complying with FS-T-312B (1), Type IV, Comp 1.
- 9.8.3.1. Size: 12" X 12",
- 9.8.3.2. Nominal Thickness: 1/8 inch
- 9.8.3.3. 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.
- 9.8.3.3.1.
- 9.8.4. **Vinyl Cove Base:** 4" high vinyl, standard toe cove type. Manufacturer: Johnsonite or Mercer.
- 9.8.4.1. Areas of use: supply and install with all flooring in all areas.
- 9.8.5. **Vinyl Termination Strips:** To match vinyl cove base materials. Manufacturer: Johnsonite or Mercer.
- 9.8.5.1. 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.
- 9.8.6. **"Walk Off" mat carpet tile (WMT):**
- 9.8.6.1. 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.
- 9.8.6.2. 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:
- 9.8.6.3. Recommended Manufacturer: Mats, Inc. or other manufacturers of quality commercial carpet that meet or exceed all of the specifications listed below.
- 9.8.6.4. 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.
- 9.8.7. **PAINTING:**

- 9.8.7.1. 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.
- 9.8.7.2. 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.
- 9.8.7.3. Finish at Walls: Paint shall be (scrubbable) interior eggshell latex unless otherwise noted (see "restrooms and staff lounge below).
- 9.8.7.4. Finish at Doors, Frames and Casings: Paint shall be *semi-gloss* (scrubbable) acrylic latex.
- 9.8.7.5. Restrooms and Staff Lounge: Wall paint shall be *semi-gloss* (scrubbable) interior latex.

10. 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.

- 10.1. Comply with AWI Section 400 for countertops.
- 10.2. 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.
- 10.3. Laminates: Manufacturer: *Wilsonart and/or Formica*.
- 10.4. Color/Textures of all millwork finishes to be selected by Tenant. Provide laminate samples for color, pattern selection.
- 10.5. Counter Tops: custom grade, square edge, high-pressure laminate (standard matte finish).
- 10.6. 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.
- 10.7. **Public Lobby Multimedia work stations:** Provide/Fabricate and install two multi-media assemblies with work counters to be 25" depth, custom grade, high-pressure laminate and tempered glass countertop with dividers and matching, field applied 4" backsplash. Assembly shall be secured directly to wall(s). Mounting heights of the work surface shall be 29 1/2" – 30" from finished floor. Contractor shall also field coordinate and install blocking for mouse and keyboard installations (by others). Reference detail on SK-D. Color of plastic laminate to be chosen by the Tenant.
 - 10.7.1.1. Assembly shall include locking cabinet for securing a PC (to be provided by Tenant).
 - 10.7.1.2. Assembly shall include secure shelf below the work surface for installation of PC monitor (to be supplied by Tenant).

- 10.7.1.3. Anticipate installation of a minimum of two (8) cord management grommets in this assembly – location of grommets to be determined by the Tenant.
- 10.8. **Millwork at Reception Area:** Layout to be as shown on plan, to include the following:
- 10.8.1. 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 ½" – 30" from finished floor. Contractor shall also field coordinate and install blocking for mouse and keyboard installations (by others).
- 10.8.1.1. Anticipate installation of a minimum of eight (8) cord management grommets in this work counter – location of grommets to be determined by the Tenant.
- 10.8.2. 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.
- 10.8.2.1. Provide two (2) – 48"w X 42"h transaction windows with 2" thick shelf and recessed dip tray and with natural voice transmission.
- 10.8.2.1.1. Shelf shall be full width of window, minimum of 12" deep centered under the glazing and covered with black high-pressure laminate.
- 10.8.2.1.2. 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.
- 10.8.2.1.3. Provide one (1) – 60"w x 42"h sliding transaction window with 2" thick shelf.
- 10.8.2.1.3.1. 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.
- 10.8.2.1.3.2. 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.
- 10.8.2.2. Acceptable manufacturer's representative of the type and quality required: Insulgard SV and/or Armortex.
- 10.9. **Millwork at Interview Rooms:** Provide work counters conforming to the following at all Interview Rooms.
- 10.9.1. 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 work counter shall be permanently affixed to the partition walls, at a work surface height of 29 1/2" from finished floor.
- 10.9.2. Landlord shall also field coordinate and install blocking for mouse and keyboard installations (by others).

- 10.9.2.1. 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.
- 10.9.2.2. See Tenant layout for quantity and placement of work counters
- 10.9.2.3. See also "Specialty Areas/Interview Rooms"
- 10.10. **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 ½" – 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).
- 10.10.1. Three cord management grommets shall be provided – locations to be identified by Tenant.
- 10.11. **Millwork at Staff Lounge:** Provide and install approximately 9 lineal feet of commercial grade base and approximately 12 ½ 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.
- 10.11.1. Manufacturer: Cabinet manufacturers: Merrilatt or Shrock. Model: to be selected by Tenant from manufacturer's standard product line.
- 10.11.2. 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 lowered so that it is no more than 34 inches from the floor, and provide at least 27" 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.
- 10.11.3. 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,
- 10.11.3.1. Provide outlet and space for Tenant's full size (min. 20 c.f.) refrigerator.
- 10.11.4. Plumbing: provide and install standard double bowl stainless steel sink with lever type faucet with sprayer.
- 10.11.5. 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.

11. 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.

11.1. **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 the 2010 ADA Standards for Accessible Design, ADA Title II 28 CFR 35, and the State Building Code.

11.2. **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.

11.3. **Manufacturer:** Please note the State of NH Department of Corrections may be the most cost effective "vendor" for signage

11.4. **Sign Type:** Panel and Non-Panel

11.5. **Sign Base Material:** Plastic laminate

11.6. **Lettering:** Vinyl dye cut or dimensional lettering

11.7. **Samples:** provide samples of each component for initial selection of color, pattern and texture as required.

11.8. **All interior signs shall have raised letter and Braille inscriptions**

11.9. **Letter Style** shall match Landlord's standard font. If there is no "standard" established for the facility, the font shall be "Ariel".

11.10. **Character Proportion:** shall comply with ADA Std. 703.

11.11. **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."*

11.11.1. **Samples:** provide samples of each component for initial selection of color, pattern and texture as required.

11.12. **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.

11.13. **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.

11.14. **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.

12. ELECTRICAL:

- 12.1. **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.
- 12.2. **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" Layout for further definition of electrical requirements in open office areas.
- 12.3. **Electrical Finishes:** All switch plates and outlet covers shall be white in color unless otherwise requested by the Tenant.
- 12.4. **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.
- 12.5. **Electrical Distribution:**
 - 12.5.1. **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.
 - 12.5.2. **Electrical Circuitry and Outlets – at "Open Office Areas":** See Tenant layouts option A and B for the two alternative means of providing workstations in the open office area, also see "Specialty Areas" – Layout Option A and Layout Option B – for further description of the electrical requirements for this area.
 - 12.5.3. **Electrical Outlets - Drywall Private Offices:** Provide one (1) dedicated circuit with one (1) quad outlet and one (1) common circuit with three (3) duplex outlets per office.
 - 12.5.3.1. **Electrical Outlets – Interview Rooms:** Provide one (1) dedicated circuit with one quad outlet and one (1) common circuit with three (3) duplex outlets
 - 12.5.3.2. **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.
 - 12.5.3.3. **Common Halls:** Allowance of one duplex outlet per wall, with spacing not to exceed one outlet per 15 lineal feet of wall.

13. LIGHTING:

I To centerline of device.

- 13.1. **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.
- 13.2. **Interior Lighting - Ballast and Lamps:**
 - 13.2.1. All interior lighting shall be energy conservation
 - 13.2.2. 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.
 - 13.2.3. **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%
 - 13.2.4. **Lamp Type:** High efficiency T-8 w/ color rendering index of a minimum of 75. 4100 degree K lamps.
- 13.3. **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.
 - 13.3.1. **Interior Areas** 30-40 Foot-candles at 30" from finished floor.
 - 13.3.2. **Common Areas** 5 Foot-candles
 - 13.3.3. **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:
 - 13.3.3.1. **Common Areas** 5 Foot-candles
 - 13.3.4. **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:
 - 13.3.4.1. **Active Areas:** Pedestrian traffic and entryways- 5 Foot-candles
 - 13.3.4.2. **Building Surrounds:** Parking and roadways 3 Foot-candles
 - 13.3.4.3. **Flag pole(s):** As appropriate
 - 13.3.4.4. **Means of Egress Lighting:** Shall be provided, e.g. at all corridors, stairs, halls, toilet rooms, 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 the Life Safety Code NFPA 101-2009 and the International Building Code IBC-2009.
- 13.4. **Emergency Power (generator):**
 - 13.4.1. 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.
 - 13.4.2. 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.
- 13.5. 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.

14. COMMUNICATIONS REQUIREMENT:

- 14.1. **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 6E data cabling specifications and certification requirements as it relates to the project's coordination of the effected trades.
- 14.2. **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.
- 14.3. 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).
- 14.4. 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).
- 14.5. **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.
- 14.6. **CAT 6E station cabling:** Landlord shall provide and install all CAT 6E data station cabling, said cabling shall originate in the Communications Rooms. In addition, Landlord shall provide and install all required 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, 45° exit faceplates - CAT 6E modules are to be provided at all work station and drywall locations. The color of the cable and jacks shall be "Blue". Approximately 260 jack locations 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) data jacks. 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.
- 14.6.1. **Conduit Runs** (reference source BICSI TDM Manual):
- 14.6.1.1. 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.

- 14.6.1.2. Contain no 90-degree conduits (also know as an LB).
- 14.6.1.3. 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.
- 14.6.1.4. Nonmetallic sweeps are to be utilized - 90-degree elbows are not acceptable.
- 14.6.2. **Grounding:** All racks, metallic backboards, cable sheaths, metallic strength members, splice cases, cable trays, etc., entering or residing in the TR or ER shall be grounded to the respective TGB or TMGB using a minimum #6 AWG stranded copper bonding conductor.
- 14.6.3. **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.
- 14.6.4. **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.

15. SECURITY ALARMS, CCTV AND ACCESS CONTROL SYSTEMS:

- 15.1. **Systems:** Provided by Tenant.
- 15.2. **Conduit:** Provided by Landlord.
- 15.3. **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.

16. FIRE SUPPRESSION SYSTEMS:

- 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 additions to the existing fire suppression system shall be the solely at the Landlords expense and responsibility.
- 16.3. **Fire Suppression:** If a fire suppression system is provided, 220 degree heads shall be installed at Data/Com Communications Rooms.
- 16.4. Landlord to provide connectivity to this system for Tenant's alarm system(s).

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

17. FIRE ALARM SYSTEM:

- 17.1. 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.
- 17.2. The costs of any changes, modifications or additional to the existing fire alarm system shall be solely at the Landlords expense and responsibility.
- 17.3. 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.

18. HVAC and VENTILATION:

- 18.1. Constant velocity, ducted return HVAC systems are required. Ducted returns are preferred over plenum returns.
- 18.2. 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.
- 18.3. 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.
- 18.4. 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.
- 18.5. HVAC Systems - Thermal Comfort: HVAC systems shall be designed to provide the minimum standards as set forth by ASHRAE 55-1992 - *Thermal Comfort Considerations*.

- 19. PARKING AND SITE:** Minimum of 90 parking spaces total must be provided; without additional charge to the tenant, included in the proposed annual rent. All parking spaces shall be asphalt or concrete -paved and shall also meet or exceed the required numbers as required by the local building code.

- 19.1. **A minimum of 40 of the parking spaces shall be "on-site"** located adjacent to the proposed facility, providing both "visitor" and architecturally barrier-free "accessible" parking spaces (often referred to as "handicapped spaces").

- 19.1.1. **"Van" and "Accessible" Visitor parking spaces:** include in the 40 required "visitor" spaces, the required number of "Accessible" parking spaces (one

per twenty-five of overall lot count), including provision of at least one "Van" accessible parking space per six accessible spaces.

- 19.2. **The balance of 50 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.

- 19.2.1. **Staff "Van" and "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 40 on-site parking spaces. These spaces shall be in addition to the quantity of accessible spaces required by ICC/ANSI A117.1-2003 and ADAAG.

- 19.3. 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.

- 19.3.1. **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.

- 19.3.2. 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.

20. SPECIALTY AREAS:

- 20.1. **OPEN OFFICE AREA:** Systems Furniture provided by Tenant:

- 20.1.1. **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 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.

- 20.1.1.1. **"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.

20.1.1.2. **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 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.

20.1.1.3. **Telephone & Data Requirements:** Landlord shall be required to include installation of Cat 6E 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.

20.1.1.4. **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.

20.2. **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.

20.2.1. **Door Assembly: Aluminum and glass storefront.**

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

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

20.2.4. See also FINISHES – VCT or (alternate) Sheet Vinyl and WMCT

20.3. **STAFF RESTROOMS:** The wall layout of the existing men's and ladies' multi-stall rest rooms - which shall become the Tenants "Staff Restrooms" – shall remain as currently configured, however all existing fixtures shall be

removed and replaced. The revised fixture layout shall be as shown on Tenant's plans, and shall include the following:

- 20.3.1. **Door Assembly:** solid core wood door and hollow metal frame with push plate/pull bar with hydraulic overhead door closer device.
 - 20.3.2. **Toilet Partitions:** Supply and install. Materials: powder-coated steel, plastic laminate or solid polymer plastic partitions; Styles" floor or floor to ceiling mounted; ADA compatible.
 - 20.3.3. **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.
 - 20.3.4. **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.
 - 20.3.5. **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.
 - 20.3.6. **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 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.
- 20.4. **PUBLIC RESTROOMS:** To be located at the public entry area, as shown in the Tenant's plan, to include the following:
- 20.4.1. **Door Assembly:** Solid core wood door and hollow metal frame with push plate/pull bar or privacy hardware (as deemed appropriate by floor plan) with hydraulic overhead door closer device.
 - 20.4.2. **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.
 - 20.4.3. **Baby Changing Station:** To be provided in conformance with specification herein - see Standards and Specialties.
 - 20.4.4. **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.
 - 20.4.5. **Paper Towel Dispensers:** Shall be operable with the closed fist of one hand; Provide a minimum of one unit, or one unit per every two sink fixtures. The "Tork" hand sensor roll towel dispenser and Georgia Pacific "enMotion" automated touchless towel dispenser are preferred.

- 20.4.6. **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 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.
- 20.5. **JANITORIAL ROOM:** Shall included the following
- 20.5.1. **Door Assembly:** solid core wood door and hollow metal frame with standard hardware (type: storeroom).
 - 20.5.2. **Sink:** A floor-type sink, such as Florestone, Models 90/91/92 Drop Front, Terrazzo Mop Receptors, with faucet assembly.
 - 20.5.3. **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.
- 20.6. **PUBLIC LOBBY & CLIENT WAITING AREA:** Layout to be as shown on Tenant's plan, to include the following:
- 20.6.1. Telephone - Public: *To be provided by the Tenant.*
 - 20.6.2. 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.
 - 20.6.3. 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.
 - 20.6.4. Drinking Fountains: provide as specified in "Standards and Specialties" herein.
 - 20.6.5. 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".
 - 20.6.5.1. Provide and install ANSI/BHMA A156.10 and code compliant "push plate" operated doors as defined herein in Section 4 "Doors, Door assemblies and Hardware".
- 20.7. **Public Lobby Multi-Media Stations:**
- 20.7.1. 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.
 - 20.7.1.1. See "Millwork/Public Lobby Multi-Media Stations" for specifications
- 20.8. **RECEPTIONIST AREA:** Layout to be as shown on plan, to include the following:
- 20.8.1. Work Counter: See "Millwork/Reception Area" for specifications, millwork requirements in this area are detailed, and include provision of bullet resistant windows and walls.

- 20.8.2. Type 5 walls (bullet resistant) at surrounds.
 - 20.8.3. Electrical and tele/com – Provide a minimum of two data jacks and one dedicated circuit with one quad outlet per workspace.
 - 20.8.4. Door Assemblies:
 - 20.8.4.1. From Lobby: Solid core wood veneer door and hollow metal frame with standard hardware (type: storage lockset) with hydraulic overhead door closer device.
 - 20.8.4.2. From Secure Area(s): Solid core wood veneer door and hollow metal frame with standard hardware (type: classroom lockset).
 - 20.8.5. Sound Control Panels: Provide a minimum quantity of twelve (12) surface mounted acoustical panels conforming to the specifications in "Standard and Specialties" herein.
 - 20.8.6. Bullet Resistant Transaction Windows: See "Millwork/Reception Area" for specifications.
 - 20.8.7. 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.
 - 20.8.8. Security Alarm: See Alarm section. Provided by others.
 - 20.8.9. Alarm Panel and Console Station: Provided by the Alarm contractor.
 - 20.8.10. Security Window Intercom System: Provided by Tenant. Installation by Landlord.
- 20.9. **FILE ROOM:** Layout as shown on plan, to include the following:
- 20.9.1. Door Assembly: Solid core wood veneer door and hollow metal frame with standard hardware (type: classroom).
 - 20.9.2. Electrical and tele/com – Provide a minimum of two data jacks and one quad outlet at the File Room work counter.
 - 20.9.2.1. See "Millwork/File Room" for Work Counter specifications to be provided in this area.
- 20.10. **INTERVIEW ROOMS:** Layout to be as shown on plan, to include the following:
- 20.10.1. Type 3 "High Performance sound control" walls at all surrounds.
 - 20.10.1.1. See "Millwork Interview Room work counters" for millwork requirements – provision of a work counter at each interview room.
 - 20.10.2. Electrical and tele/com – Provide a minimum of two data jacks – one at each end of Interview Room counter, installed on the staff side of the counter.
 - 20.10.3. Door Assemblies:
 - 20.10.3.1. Client entrance hallway to interview room door assembly: 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>>

- 20.10.3.2. 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>>
- 20.10.4. Electrical & HVAC Loads: Design capacities to support a PC, monitor and printer in each interview room. Power for PCs and printers, telephone and data
- 20.10.5. Security Alarm: See Alarm section. Provided by Tenant.
- 20.11. **FAIR HEARING/MULTI-PURPOSE ROOM:** – Layout as shown on plan, to include the following:
 - 20.11.1. Type 3 "High Performance sound control" walls at all surrounds.
 - 20.11.2. Electrical and tele/com: Provide a total of four data jacks. Also make provisions for the Tenant's future video conferencing needs with the installation of a junction box at 66" AFF, with ¾" emt (and pull string) to above the suspended ceiling.
 - 20.11.3. Door Assemblies:
 - 20.11.3.1. 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>>
 - 20.11.3.2. 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>>
 - 20.11.4. Sound Control Panels: Provide a minimum quantity of eight (8) surface mounted acoustical panels conforming to the specifications in "Standard and Specialties" herein.
 - 20.11.5. Security Alarm: See Alarm section. Provided by Tenant.
- 20.12. **PRIVATE OFFICES:** Layout to be as shown on Tenant's plan, to include the following:
 - 20.12.1. **Electrical and tele/com:** Provide one (1) dedicated circuit with one (1) quad outlet and one (1) common circuit with three (3) duplex outlets per office. Provide two data jack locations, each with one data jack.
 - 20.12.2. Door Assembly: (See section 7)
- 20.13. **STAFF LOUNGE:** Layout to be as shown on Tenants plan, include the following:
 - 20.13.1. Millwork: provide and install as specified in "Millwork/Staff Lounge" herein.
 - 20.13.2. Type 3 "High Performance sound control" walls at all surrounds.
 - 20.13.3. Door Assembly: (See section 7)
 - 20.13.4. Appliances: Tenant shall supply all appliances,
 - 20.13.5. Drinking Fountain: see "standards and specialties" herein.

- 20.13.6. 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.
- 20.13.7. 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.
- 20.14. **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:
- 20.14.1. 3 "High Performance sound control" walls at all surrounds.
- 20.14.2. Door Assembly:
- 20.14.2.1. 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>>
- 20.14.2.2. 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>>
- 20.14.3. Sound Control: Provide a minimum quantity of six (6) surface mounted acoustical panels conforming to the specifications in "Standard and Specialties" herein.
- 20.15. **SUPPLY and STORAGE ROOM:** Supply and Storage Room(s) Layouts to be as shown on Tenant plan, include the following:
- 20.15.1. 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.

IN ACCEPTANCE OF THE FOREGOING; the parties have provided their authorized signatures as follows:

TENANT: The State of New Hampshire, acting through the: Department of Health and Human Services

Authorized by: (full name and title)

Stephen J. Mosher
Signature

Print: Stephen J. Mosher, Chief Financial Officer
Name & Title

LANDLORD: (full name of corporation, LLC or individual) Key Road Associates

Authorized by: (full name and title)

Howard B. Lane Jr. PTR
Signature

Print:

Howard B. Lane Jr. Partner
Name & Title

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE
STATE OF: New Hampshire COUNTY OF: Cheshire

UPON THIS DATE (insert full date) August 27, 2013

appeared before me (print full name of notary) Patricia A. Lake the
undersigned officers personally appeared:

(insert Landlord's signature) Howard B. Lane, Jr.

who acknowledged him/herself to be (print officer's title, and the name of the corporation

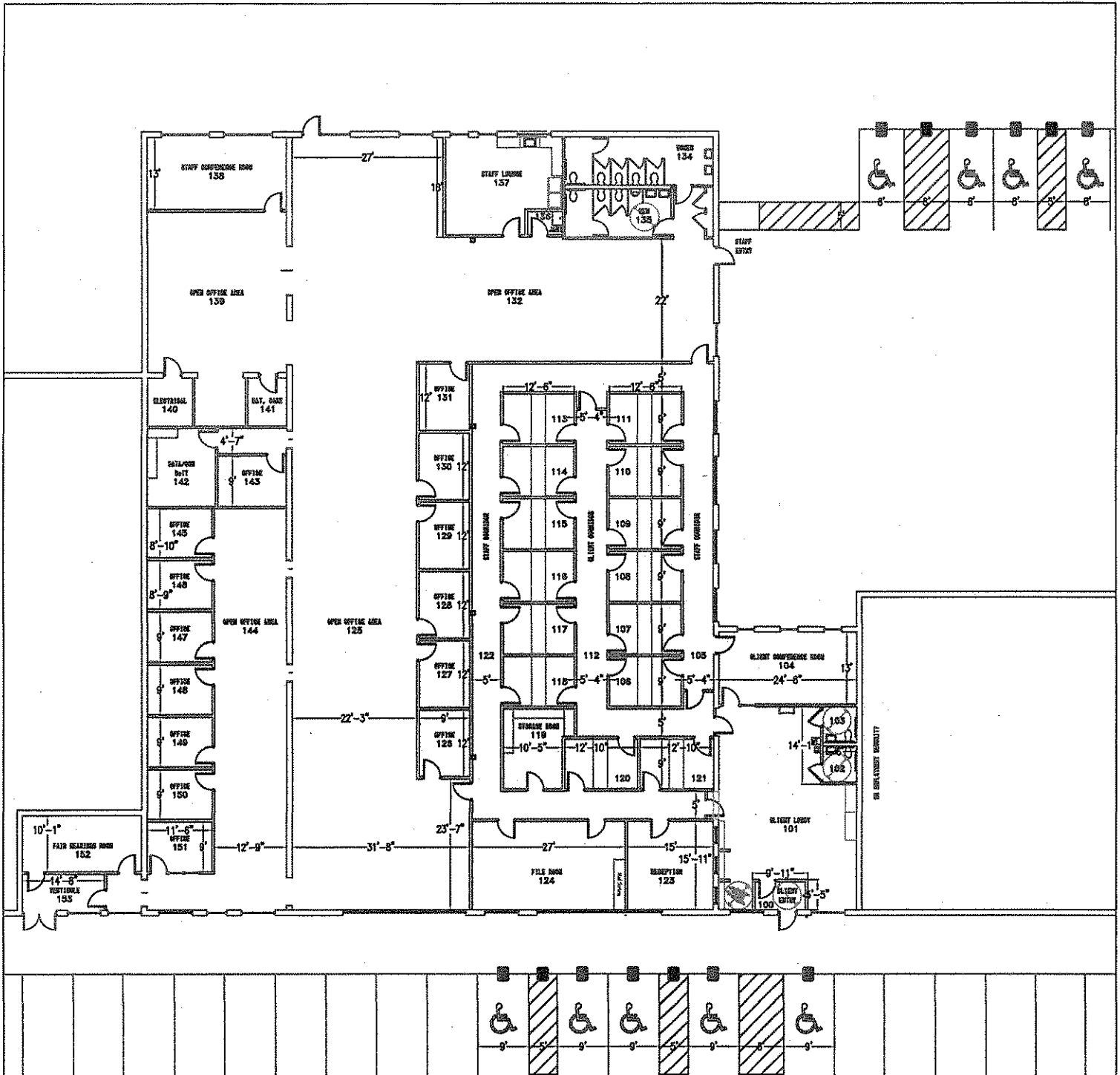
Partner-Key Road Associates


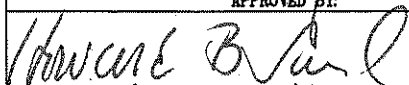

and that as such
Officers, they are authorized to do so, executed the foregoing instrument for the purposes
therein contained, by signing him/herself in the name of the corporation.

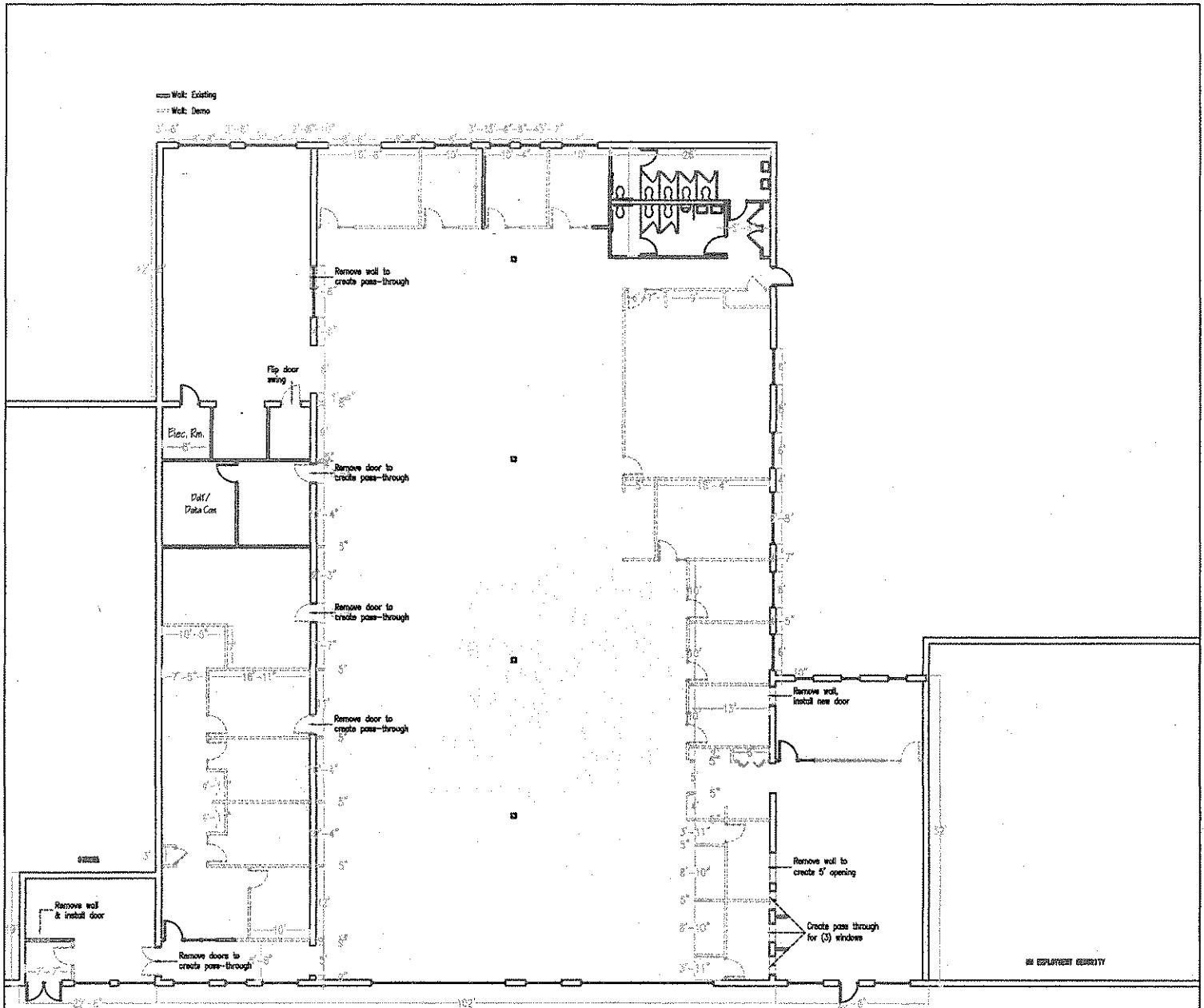
In witness whereof I hereunto set my hand and official seal. (provide notary signature and
seal)

PATRICIA A. LAKE
Notary Public - New Hampshire
Cheshire County
My Commission Expires
August 24, 2016

Patricia A. Lake
Patricia A. Lake



	109 KEY ROAD, DEMISE OF THE PREMISES- 15,871 SQUARE FEET			DRAWN BY: The State of New Hampshire Department of Administrative Services Bureau of Planning and Management		APPROVED BY:  (Landlord Signature)		8/27/13 (date)
	LEVEL: L1	SCALE: NTS	REV. DATE: 7-10-13	FILE PATH: T:\Administration\FSO\Facilities\0_Autocad Files\L1\DHHS District Office\00 Keene\Keene RFP Process_2013\Key Road\Keene RFP_Key Rd.V1.dwg		 (Tenant Signature)		9/3/13 (date)
	DHHS Keene District Office, Keene, NH 03431							



**109 KEY ROAD, DESIGN-BUILD
TENANT DEMOLITION PLAN**

LEVEL: L1 SCALE: NTS REV. DATE: 7-10-13

DHHS Keene District Office, Keene, NH 03431

DRAWN BY:

The State of New Hampshire
Department of Administrative Services
Bureau of Planning and Management

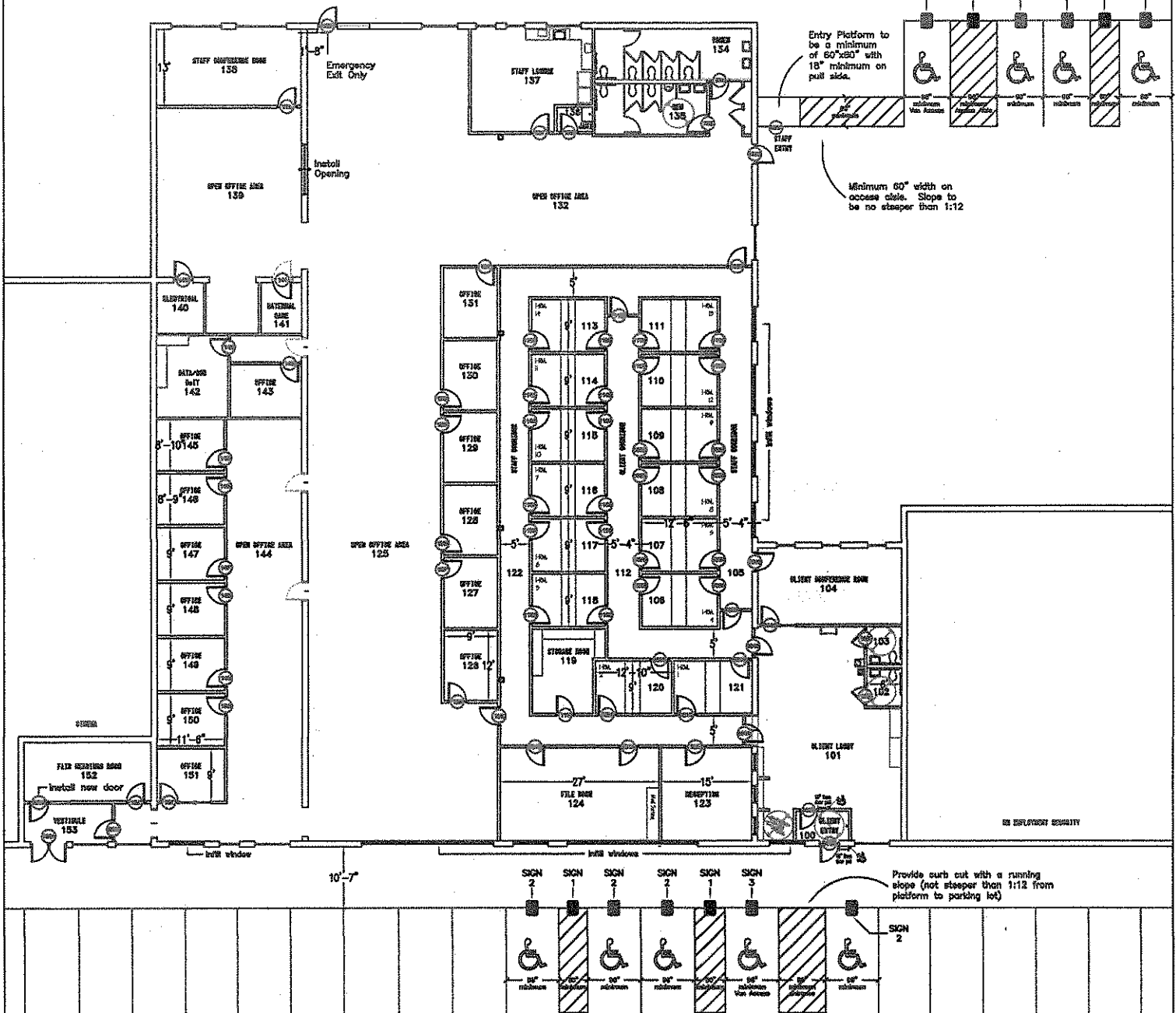
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APPROVED BY:

Howard B. P.D. 8/27/13
(Landlord Signature) (date)
[Signature] 9/3/13
(Tenant Signature) (date)

--- Work: Existing
 --- Work: New Construction



SIGNAGE REQUIREMENTS:

- Qty. 2 Van accessible sign and space.
- Qty. 7 accessible signs and spaces.
- Qty. 4 "no parking" signs for access aisles. (2 client/ 2 staff)
- All access aisles to have yellow diagonal striping
- Bottom edge of signs to be mounted 50" from pavement.
- Each sign to be centered directly in front of space.

ENTRY PLATFORM AND PATH OF TRAVEL REQUIREMENTS:

- No more than $\frac{1}{8}$ " threshold at door.
- Level platform at minimum 60"x60" with a minimum of 18" on the pull side of the door.
- Provide a running slope (not steeper than 1:12 from the platform to the parking lot)



SEE TEXT 'TENANT DESIGN-BUILD SPECIFICATION' DOCUMENT
 FOR FURTHER REQUIREMENTS AND INFORMATION



**109 KEY ROAD
 DESIGN-BUILD TENANT PLAN**

LEVEL: L1 SCALE: NTS REV. DATE: 7-10-13

DHHS Keene District Office, Keene, NH 03431

DRAWN BY:

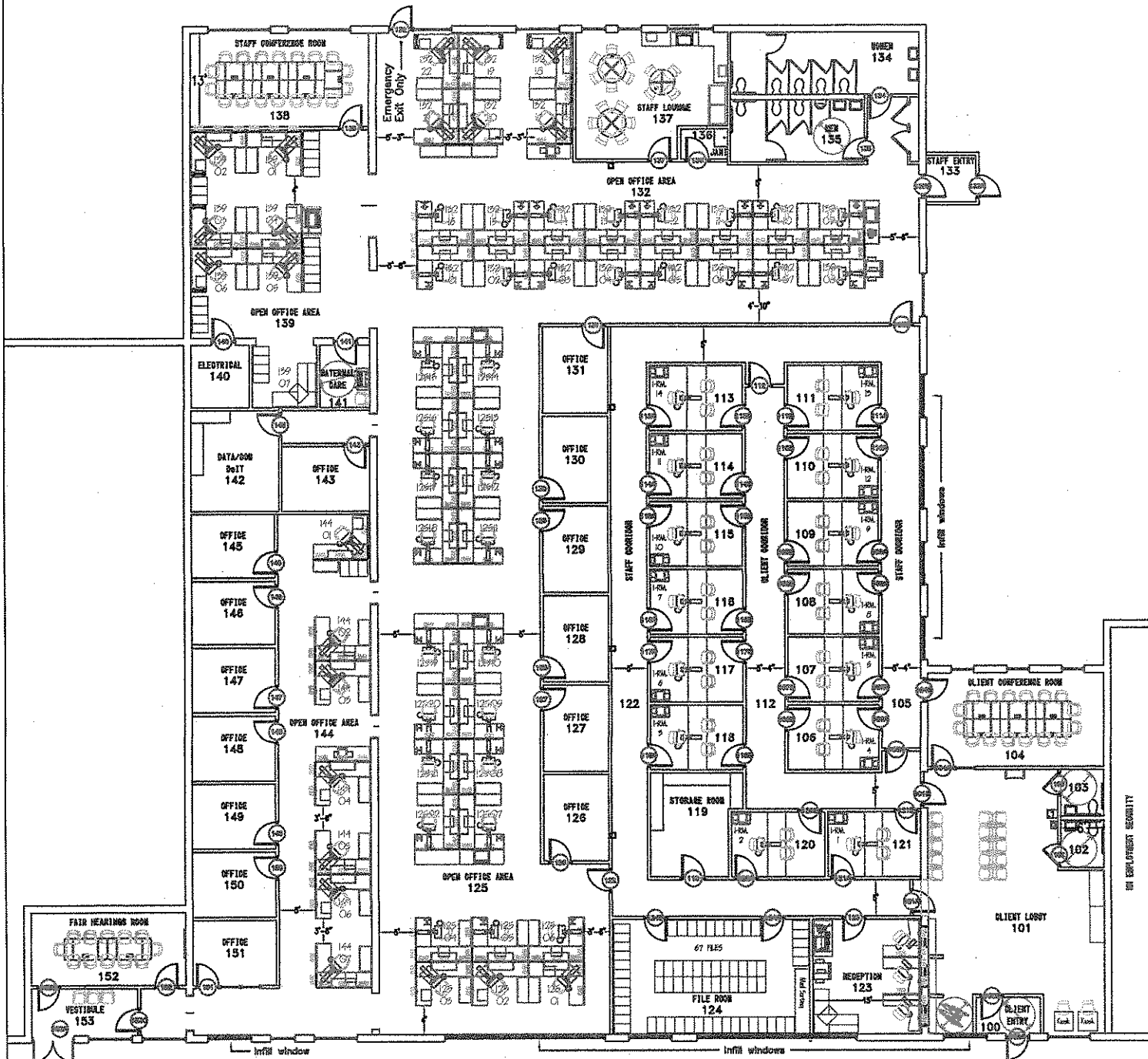
The State of New Hampshire
 Department of Administrative Services
 Bureau of Planning and Management

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APPROVED BY:

Henning B. P. 8/27/13
 (Landlord Signature) (date)
[Signature]
 (Tenant Signature) (date)



109 KEY ROAD, TENANT FURNITURE LAYOUT

LEVEL: L1 SCALE: NTS REV. DATE: 7-10-13

DHHS Keene District Office, Keene, NH 03431

DRAWN BY:

The State of New Hampshire
Department of Administrative Services
Bureau of Planning and Management

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APPROVED BY:

Howard B. [Signature]
(Landlord Signature)

[Signature]
(Tenant Signature)

9/27/13
(date)

9/23/13
(date)

STATE OF NEW HAMPSHIRE

INTER-DEPARTMENT COMMUNICATION

FROM:  Charles R. Schmidt, PE
Administrator

DATE: September 5, 2013

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

SUBJECT: Sale of State Owned Land with Improvement in Manchester
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 Prudential Verani Realty with the real estate commission of 5% (only 2% if sold to the current tenant) for the sale of a 0.22 +/- acre parcel of State owned land improved with a single family residence located at 4104 Brown Avenue, in the City of Manchester for \$130,000.00, 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 of State owned land improved with a single family residence located at 4104 Brown Avenue in the City of Manchester.

This property was acquired in 2006 at the request of the owner due to proximity to the Bedford – Manchester – Londonderry - Merrimack 11512 project which constructed the Airport Access Road.

The need for the twenty-two hundredths (0.22) acre parcel and improvement has been reviewed by the Department, which has determined that the subject parcel and improvement 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 3 (Belknap, Hillsborough, and Merrimack Counties) were sent a request to submit a market analysis for the subject property at a set real estate commission of 5%. Based on this request, the Department received response from four (4) firms. Data from each market analysis is listed below as follows:

Prudential Verani Realty One Verani Way Londonderry NH 03053	\$129,900.00
Coco, Early & Associates 2 Pleasant Street Salem NH 03079	\$130,000.00 to \$135,000.00
Paul McInnis, Inc. One Juniper Road North Hampton NH 03862	\$110,000.00 to \$130,000.00
KW Commercial 168 South River Road Bedford NH 03110	\$151,400.00
State Appraisal	\$140,000.00

In accordance with Tra 1003.03, the Pre-qualification Committee reviewed the above information and felt that a value of one hundred thirty thousand (\$130,000.00) dollars was an appropriate value for this property and selected Prudential Verani Realty 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. City of Manchester

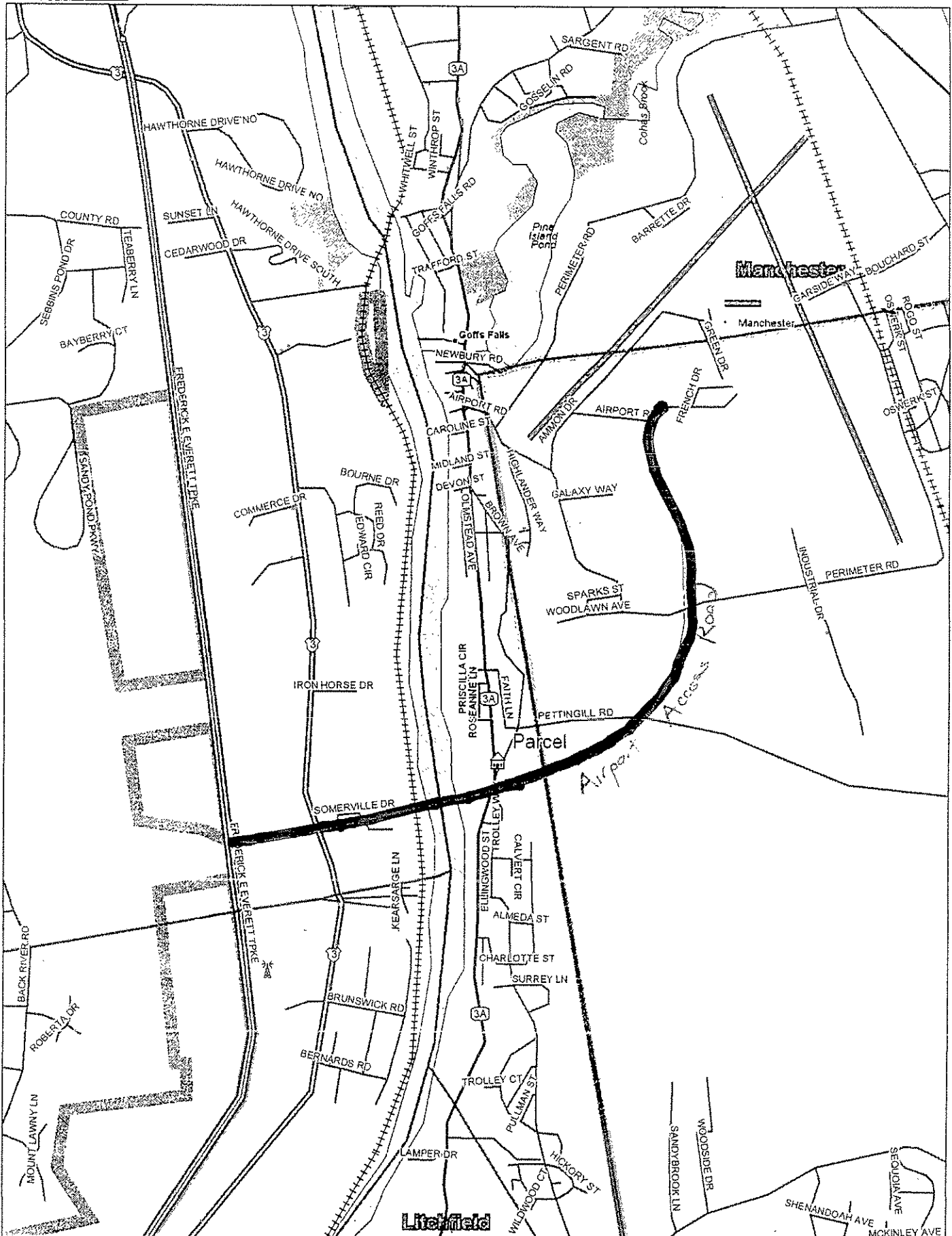
It will also be specified in the listing agreement that the selected real estate firm will not collect a commission for sales to any of the above-listed entities, or any State agency that may express interest in the property.

Also the current tenant of this property has expressed an interest in purchasing this property. The listing agreement will also state that if the current tenant were to purchase this property, the paid commission to the realtor would be only 2% of the sales price.

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 Prudential Verani Realty for the sale of a 0.22 +/- acre parcel improved with a single family residence in Manchester at a value of one hundred thirty thousand (\$130,000.00) dollars for a term of one (1) year, with a real estate commission of 5% (only 2% if sold to the current tenant) 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



INDEX OF SHEETS

- 1 FRONT SHEET
- 2A-2B STANDARD SYMBOLS SHEETS
- 3-5 SUMMARY SHEETS
- 6-10 PROPERTY LAYOUT SHEETS
- 11-45 RIGHT-OF-WAY SHEETS

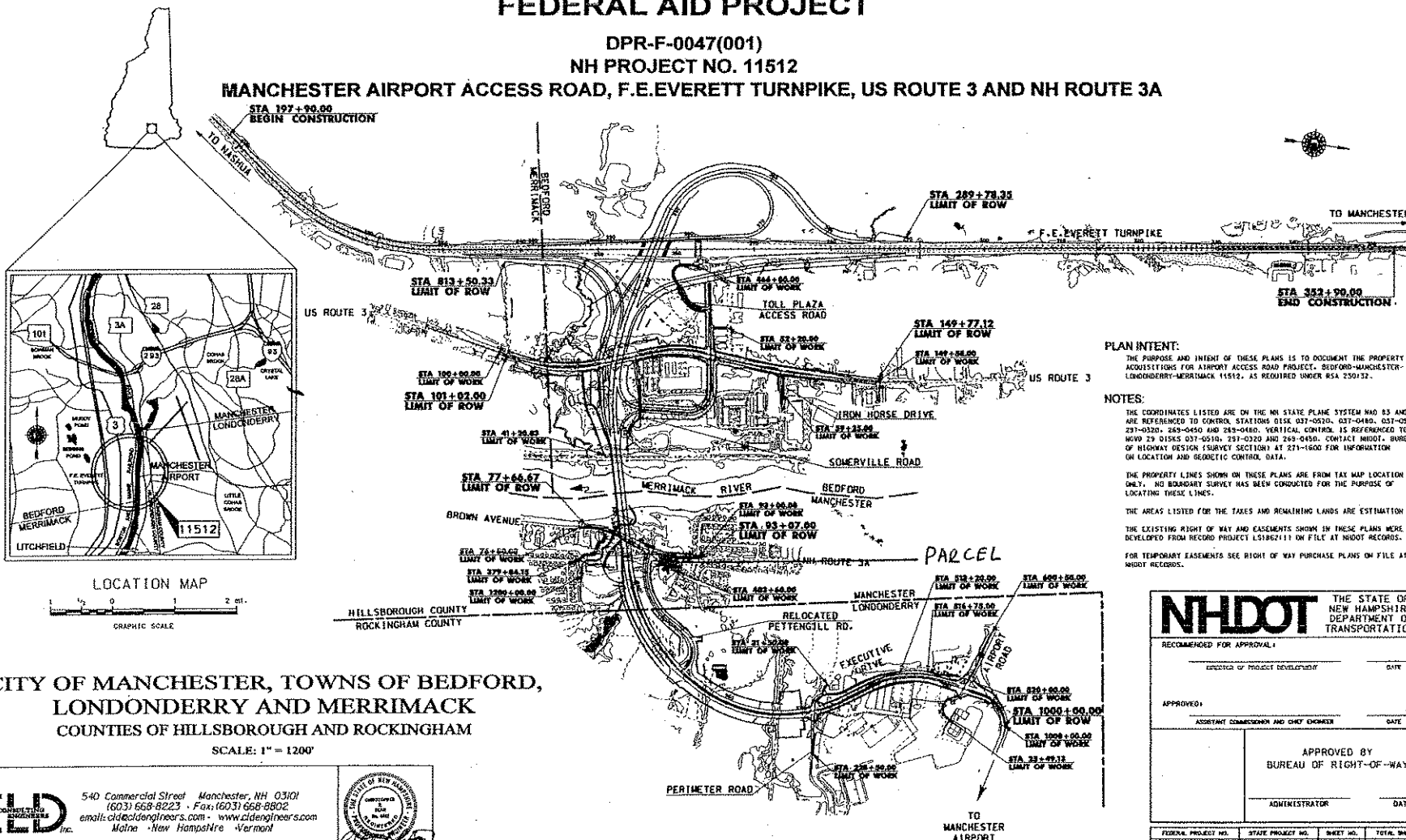
STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY PLANS FEDERAL AID PROJECT

DPR-F-0047(001)
NH PROJECT NO. 11512

MANCHESTER AIRPORT ACCESS ROAD, F.E. EVERETT TURNPIKE, US ROUTE 3 AND NH ROUTE 3A

DESIGN DATA

AVERAGE DAILY TRAFFIC 20 05	20,000
AVERAGE DAILY TRAFFIC 20 25	31,000
PERCENT OF TRUCKS	2%
DESIGN SPEED	50 MPH
LENGTH OF PROJECT	2.28 MILES



CITY OF MANCHESTER, TOWNS OF BEDFORD,
LONDONDERRY AND MERRIMACK
COUNTIES OF HILLSBOROUGH AND ROCKINGHAM

SCALE: 1" = 1200'



540 Commercial Street Manchester, NH 03101
(603) 668-8223 • Fax: (603) 668-8802
email: cld@cldeengineers.com • www.cldeengineers.com
Methuen New Hampshire Vermont



FOR CONSTRUCTION AND ALIGNMENT DETAILS - SEE CONSTRUCTION PLANS

NHDOT THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION	
RECOMMENDED FOR APPROVAL:	
SIGNATURE OF PROJECT DEVELOPER	DATE
APPROVED:	
ASSISTANT COMMISSIONER AND CHIEF ENGINEER	DATE
APPROVED BY BUREAU OF RIGHT-OF-WAY	
ADMINISTRATOR	DATE
FEDERAL PROJECT NO.	STATE PROJECT NO.
DPR-F-0047(001)	11512
SHEET NO.	TOTAL SHEETS
1	45

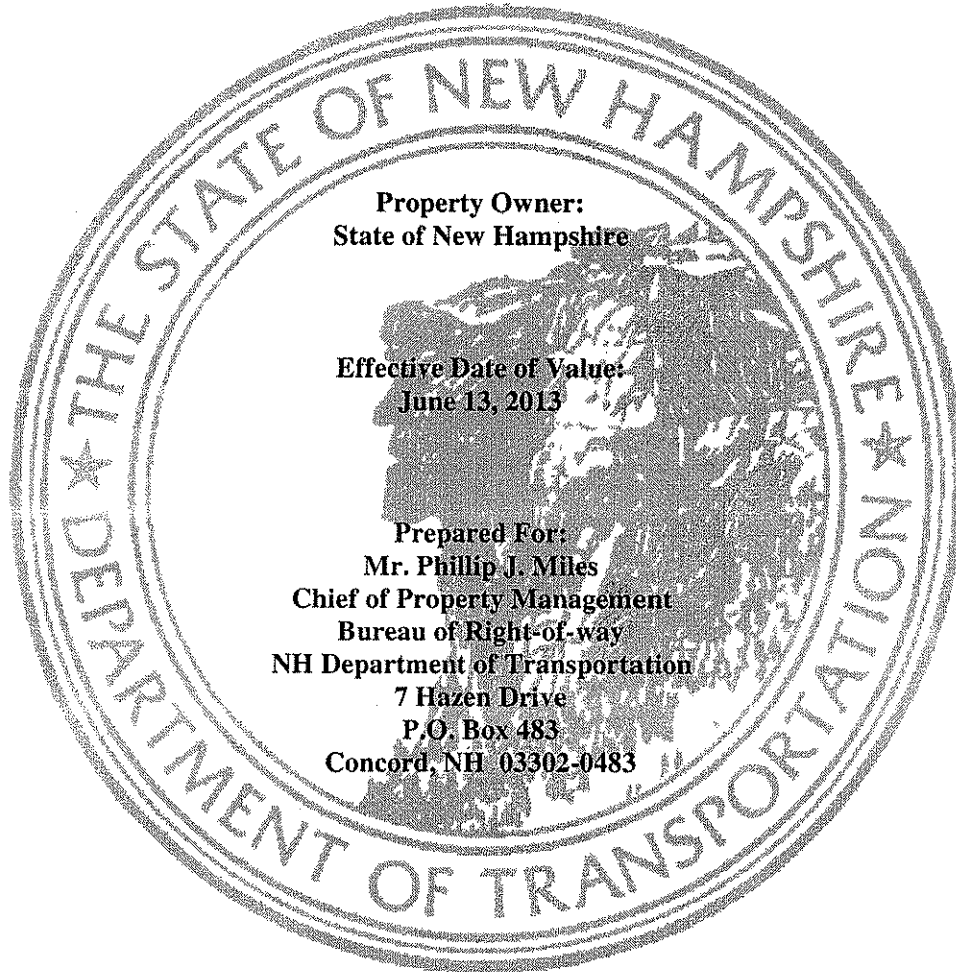
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This map was compiled using data believed to be accurate; however, a degree of error is inherent in all maps. This map was distributed "AS-IS" without warranties of any kind, either expressed or implied, including but not limited to warranties of suitability 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.

Summary Appraisal Report

of

A single-family residence located at
4014 Brown Avenue
Manchester, NH



Property Owner:
State of New Hampshire

Effective Date of Value:
June 13, 2013

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

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

FROM:	Laura J. Davies, NHCG #: 529 Staff Appraiser	DATE:	July 1, 2013
TO:	Phillip J. Miles Chief of Property Management	AT:	NHDOT - Bureau of Right-of-Way Concord Office
THROUGH:	Stephen Bernard Chief Appraiser		
SUBJECT:	Surplus Property Value Estimate of a single-family residence Located at 4014 Brown Avenue, Manchester, NH Project: Surplus Property Parcel 39 Manchester 11512 Property Owner: State of New Hampshire		

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

The purpose of this appraisal is to estimate the market value of the fee simple interest in the property located at 4014 Brown Avenue in Manchester that is owned by the State of New Hampshire. The property is further identified as by the City Assessor as Lot 54, on Tax Map 711. The effective date of value is June 13, 2013.

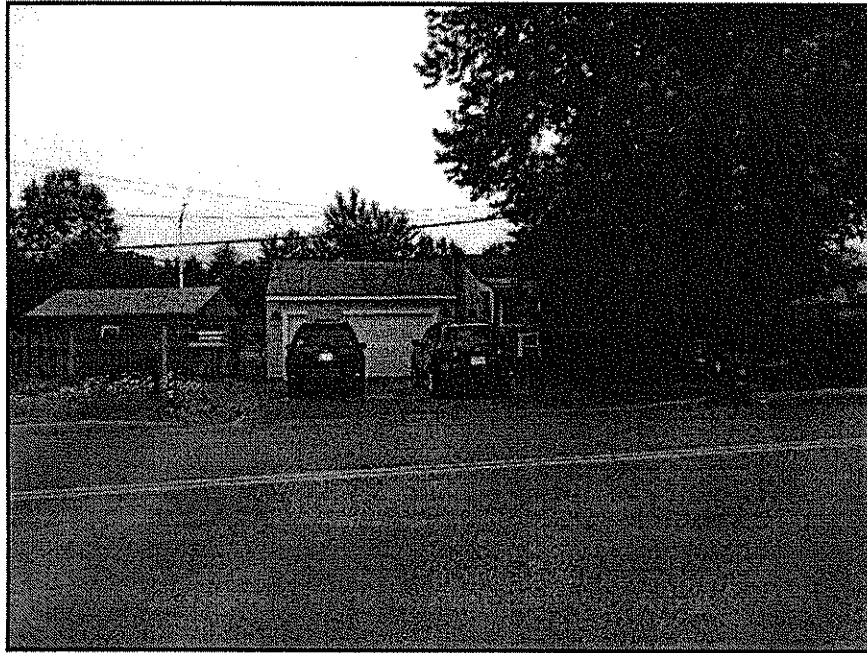
The appraised property consists of a triangular 11,062 square feet (0.25 acre) lot with 204.64 feet of frontage on Brown Avenue and 200.46 feet of frontage on Hazelton Avenue. It is improved with an 864-square foot ranch style, single-family residence. The dwelling is built on a full, partially finished basement and has 5 rooms, 3 bedrooms, 1 bathroom and a large screened porch. The home is heated by an oil-fired, baseboard, forced hot water system with a 275-gallon oil tank located in the basement. Other building improvements include a detached two-car garage and a large, detached wood-frame shed. Site improvements include electricity, telephone, cable TV, municipal water and sewer connections, and a paved driveway.

The attached report summarizes the basis of the value conclusions and provides definitions to specific terms. It also defines the limiting conditions. There are no Hypothetical Conditions or Extraordinary Assumptions on which this valuation is based. Based on the data collected and analyzed, in my opinion the market value of the fee simple interest of the property as of June 13, 2013 is:

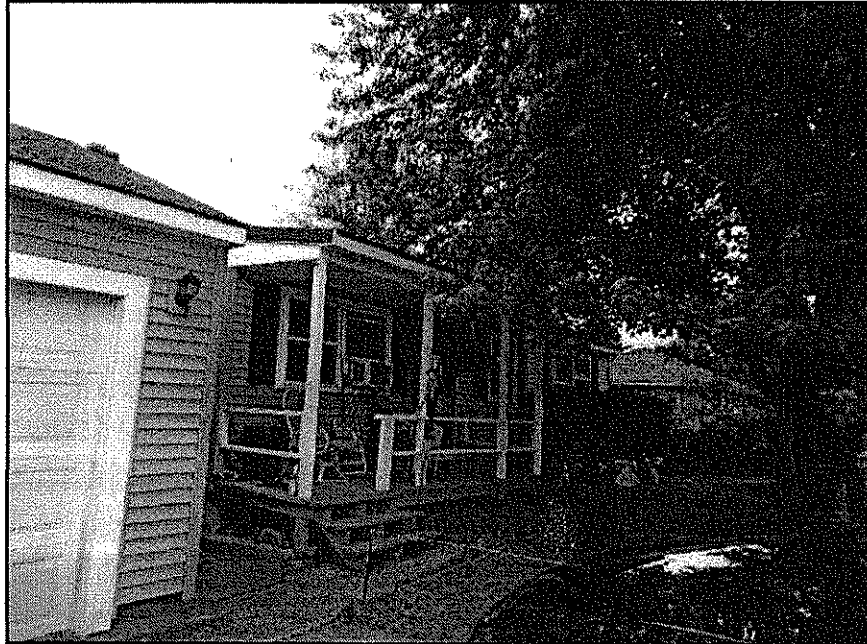
\$142,000

The value opinion assumes adequate time for exposure to the market. Based on the data collected, one to four months would be a typical and adequate time frame.

Photographs of the Subject Property
Taken June 13, 2013 by Laura Davies

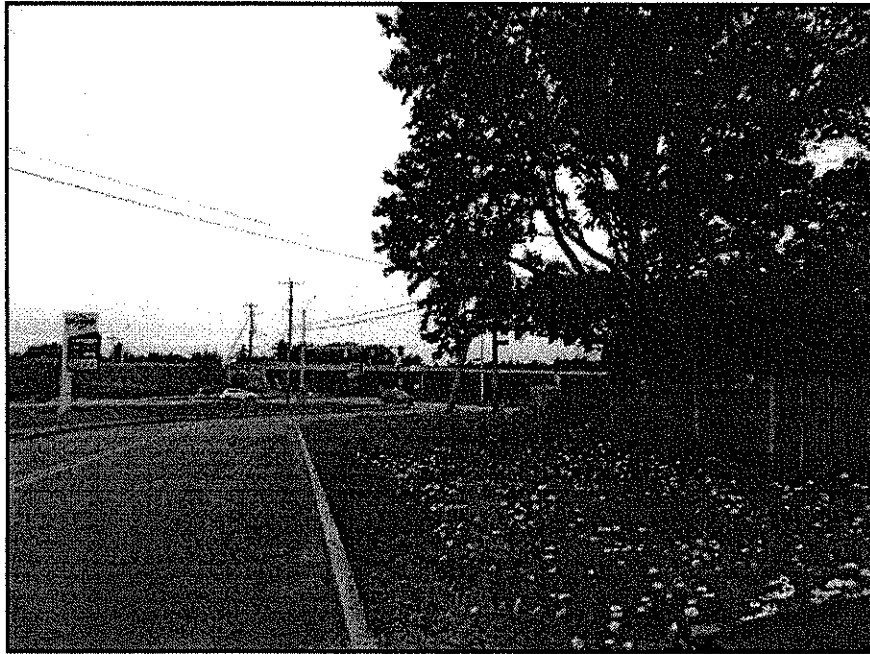


Front view of subject facing west from across Brown Avenue.

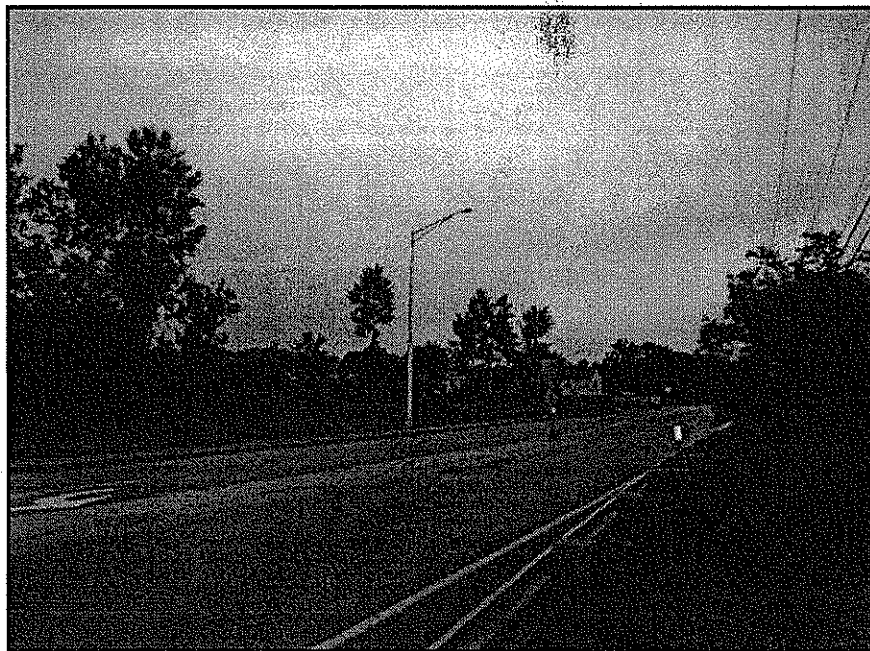


View along front of the subject home from the driveway.

Photographs of the Subject Property
Taken June 13, 2013 by Laura Davies



View along Brown Avenue facing south toward the Hazelton Avenue (Rt. 3A) intersection and the Raymond Wieczorek Bridge with the subject property at right.

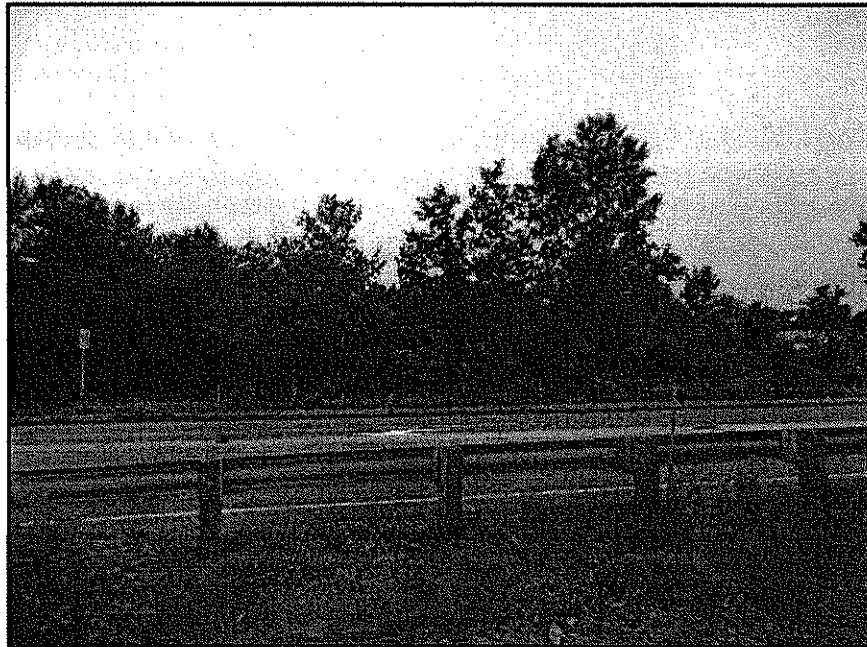


View of Hazelton Avenue (Rt. 3A) looking north, subject property at right.

Photographs of the Subject Property
Taken June 13, 2013 by Laura Davies

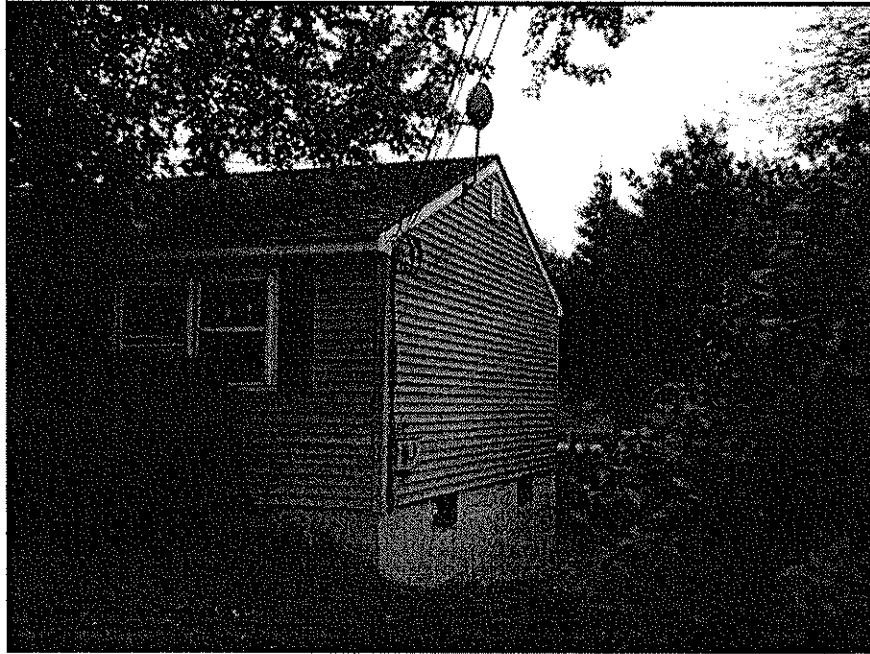


View of gas station/convenience store from the southern tip of the subject site looking east.

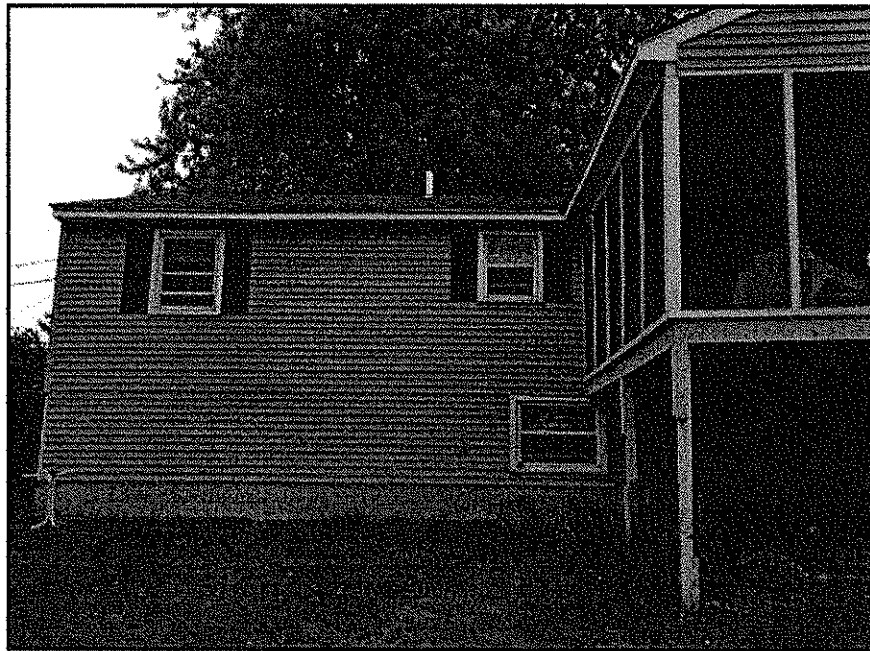


View across Route 3A looking west.

Photographs of the Subject Property
Taken June 13, 2013 by Laura Davies



View of the north side of the residence.

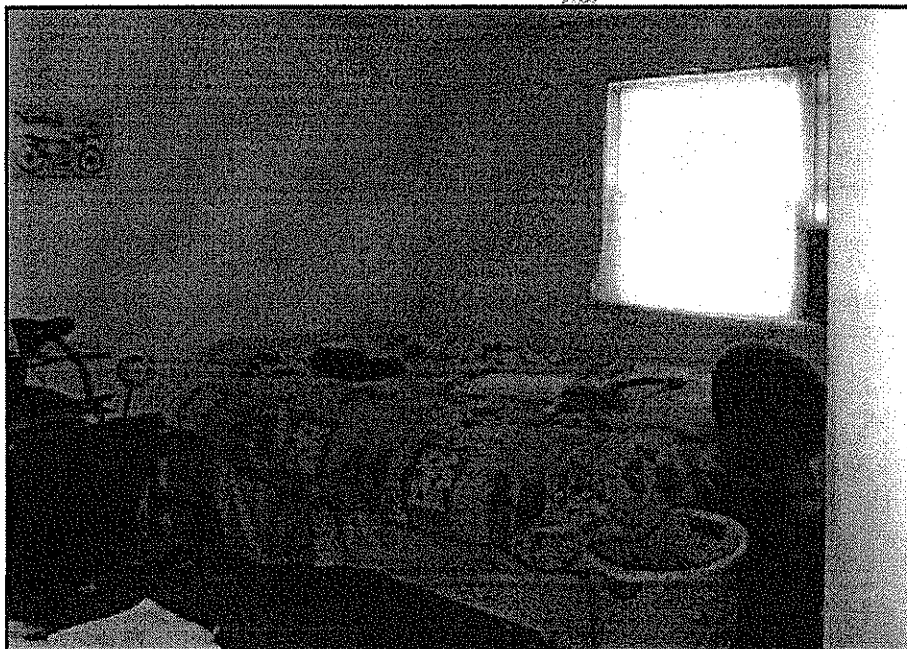


View of the rear of the residence.

Photographs of the Subject Property
Taken June 13, 2013 by Laura Davies



View of the living room.

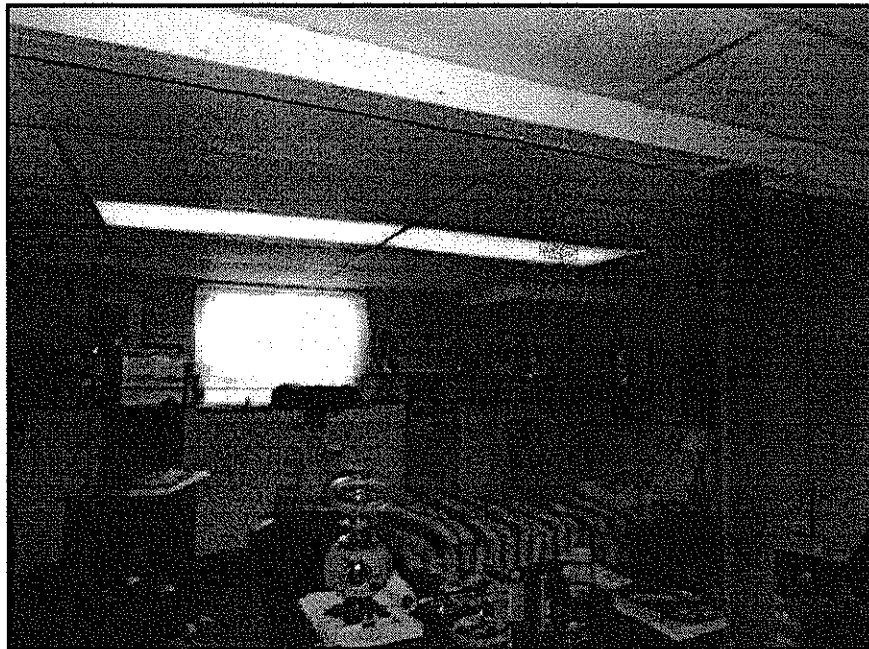


View of a bedroom.

Photographs of the Subject Property
Taken June 13, 2013 by Laura Davies



View of a bedroom.

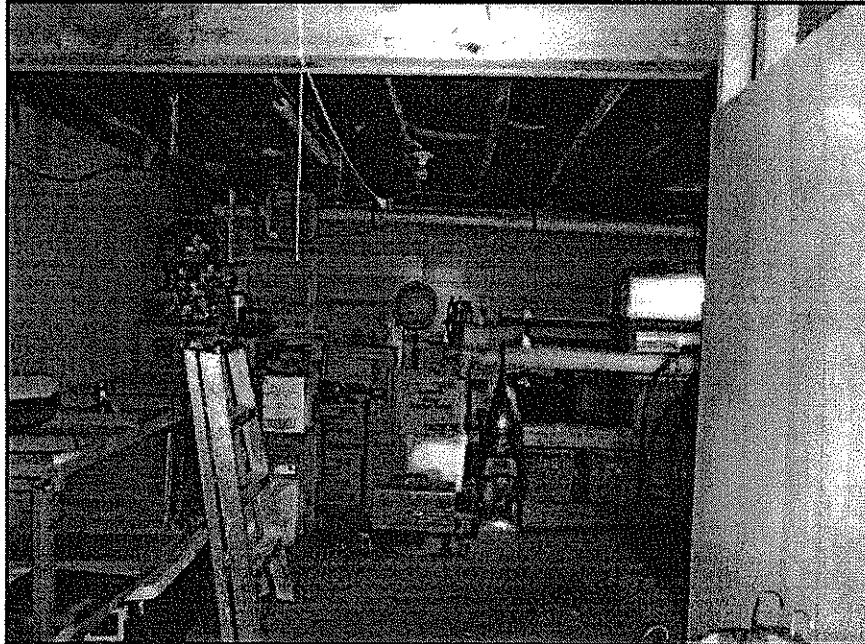


View of the finished room in the basement.

Photographs of the Subject Property
Taken June 13, 2013 by Laura Davies



View of mechanical systems in the basement.



View of storage area in basement.

General Assumptions

For this report I have assumed:

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

General Limiting Conditions

This report is bound by the following limiting conditions:

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

Purpose of Appraisal

The purpose of the appraisal is to estimate the market value and also the marketing period of the owner's marketable rights and interest in the subject property, as of the effective date of the appraisal by employing a "Summary Appraisal" in conformity with the New Hampshire

Department of Transportation Right-of-Way Manual, Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA) (a/k/a Yellow Book), and Uniform Standards of Professional Appraisal Practice (USPAP).

Market Value

As referred to herein, the term Market Value is defined by *The Uniform Appraisal Standards for Federal Land Acquisitions*, as follows:

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.

Property Rights Appraised

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

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

Date of Inspection

June 13, 2013.

Effective Date of Value

June 13, 2013.

Date of Report

July 1, 2013.

Intended Use

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

Intended User

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

Scope of Work

The scope of work identifies the type and extent of research and analyses in an assignment. My investigations and research included an on-site interior and exterior inspection and photographing the subject property on June 13, 2013. I examined City and County property records including assessment data and taxes, zoning regulations, and reviewed a self-contained appraisal of the property by David S. Rauseo of Rauseo & Associates dated July 25, 2006, prior to its acquisition by the State of New Hampshire.

I formed an opinion of the site's highest and best use based on legal, physical, and neighborhood land use characteristics. I compiled comparable improved sales data, verified and analyzed the data, estimated the value of the subject property, and prepared this summary appraisal report in compliance with USPAP 2-2(b) to convey my findings, the market data, and the analyses.

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

Property Identification:

The surplus property is identified as 4014 Brown Avenue, Manchester, Hillsborough County, New Hampshire. It is further identified by the City Assessor as Lot 54, on Map 711.

Listing, Transfer, and Ownership History

The State of New Hampshire currently owns Parcel 39. They acquired the property from Steven H. and Betty Jo Wenzel on November 3, 2006 for \$250,000 in conjunction with the Bedford-Manchester-Londonderry Project 11512. This transfer is recorded in Book 7764, Page 2087 at the Hillsborough County Registry Deeds.

The property is not currently offered for sale, has not been listed for sale in the past 12 months and to my knowledge the property is not under contract or option. The current tenant is reportedly interested in purchasing the subject property.

A legal description for the subject property is included in the addendum of this report.

Present Use

The property has reportedly been leased to the current tenant for at least the past year. A copy of the lease was reviewed, and is retained in the appraiser's work file. The lease is outlined as follows:

Subject Lease

Location	4014 Brown Avenue, Manchester, NH 03104
Lessor	State of New Hampshire, Department of Transportation
Lessee	William Robinson
Contract Rent	\$1,250 monthly, or \$15,000 annually.
Expenses	The lease terms call for the tenant to pay for taxes (personal and real property), maintenance, electricity, heat, rubbish removal, plowing and yard maintenance.
	The landlord is also responsible for the water and sewer bill.
Beginning Date	April 1, 2012
Term	1 year

Renewal Options

A new lease is reportedly in the process of being signed.

Real Estate Tax Data

NHDOT Parcel 39 – Bedford-Manchester-Londonderry Merrimack - 11512

Property Assessment

Town Property ID	Land	Building	Total
Map 711, Lot 54	\$71,900	\$108,100	\$180,000

Real Estate Tax

Assessed Value	Tax rate/\$1,000	Real Estate Taxes
\$180,000	\$22.18	\$3,992.40

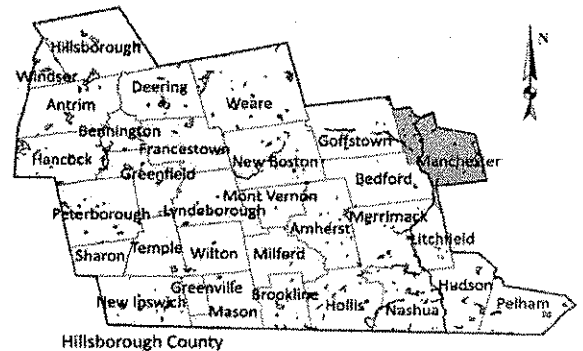
Comments

The State of New Hampshire, Department of Revenue currently estimates that assessed values in the City reflect approximately 107.4% of true market value resulting in an effective tax rate of 2.38% of market value. Assessment for *ad valorem taxation* is based on broad base techniques heavily weighted to residential properties and is not considered an accurate reflection of market value as defined in this report.

Area/Neighborhood Description

Much of the State's population and business activity is located in southern New Hampshire as contrasted with the more northern and western areas of the state, which are oriented toward farming, tourism and recreational uses. Consequently, business activity, real estate values and other economic factors are somewhat homogeneous within the southern portion of the state. Major cities within the southern portion of the state are Manchester, Nashua, Portsmouth and Salem.

Manchester is the largest population center in both the State and northern New England. Manchester is located in the northeast section of Hillsborough County. It is approximately 16 miles north of the Massachusetts state border and 53 miles north of Boston. Abutting communities include Bedford to the southwest, Goffstown to the west, Hooksett to the north, Auburn to the east, and Londonderry to the south.



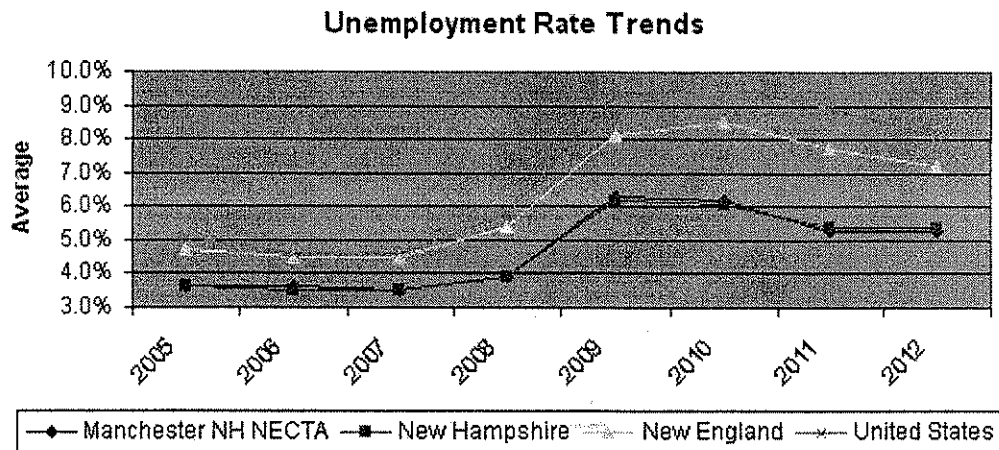
Manchester enjoys very good highway access via Interstate 93, I-293, the Frederick E. Everett Turnpike, Route 101, Route 3, Route 28, Route 114, and Route 3A to name the major state routes. ***Manchester is also home to the largest commercial and passenger airport in northern New England known as the Manchester-Boston Regional Airport.***

Manchester is the mostly densely populated city in the state with 3,310 persons per square mile within the city's 33 square miles of land area. Manchester's 2010 population was 109,565, up from 107,219 in 2000 but almost unchanged from the 2006 population of 109,497. During the same 10-year time period Hillsborough County's population increased 5.2% and the State's overall population increased 6.5%.

Population Trends			
	1990	2000	2010
Manchester	99,567	107,006	109,565
Change (%)		7.5	2.4
Hillsborough County	336,073	380,841	400,721
Change (%)		13.3	5.2
New Hampshire	1,109,252	1,235,786	1,316,470
Change (%)		11.4	6.5

New Hampshire has continually ranked as having one of the lowest unemployment rates in the country. Unemployment rates rose during the great recession, but they began declining in 2010 and have remained stable during the past year. The most recent statistics available from NH Department of Labor reports unemployment rates in April 2013 were: 5.5% in the City of Manchester; 4.9% in the Manchester MetroNECTA; 5.2% in New Hampshire; 6.8% in New England and 7.1% in the United States.

Historical average annual unemployment rates are shown in the chart below:



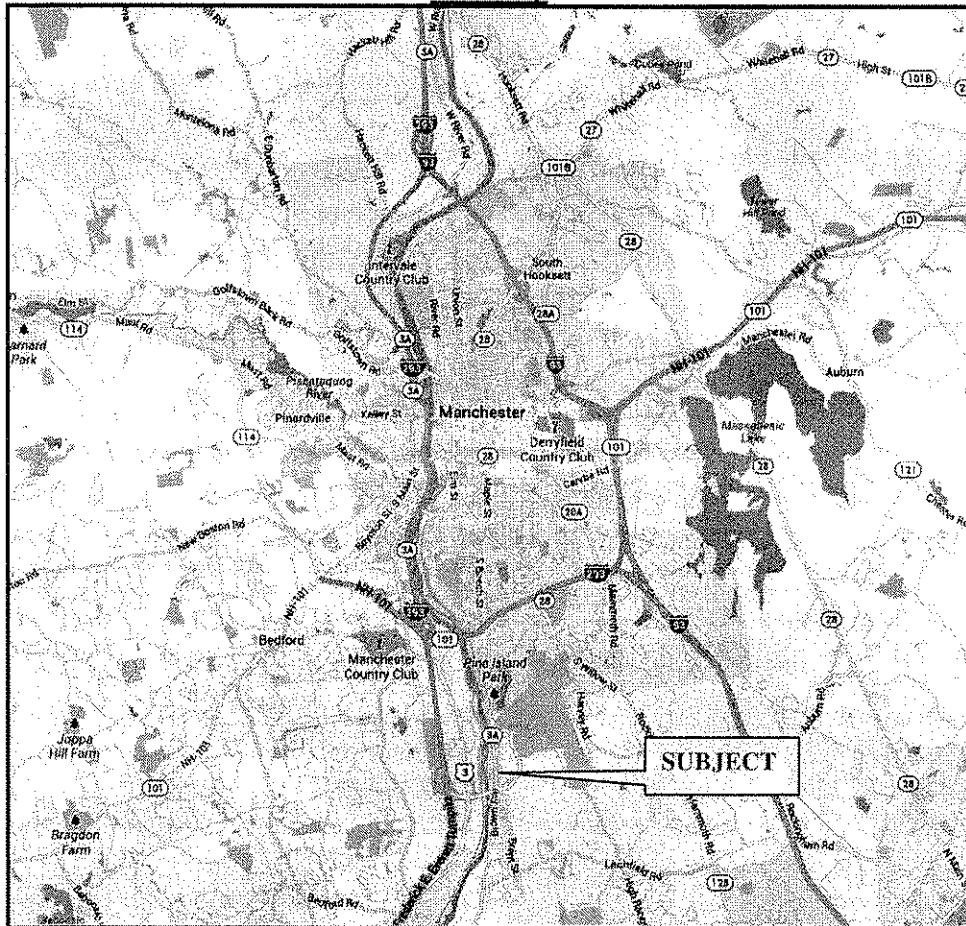
Source: NH Employment Security

The economic base of the area is diverse and includes sectors such as health care, retail/commercial industrial, educational as well as national and international concerns. The city's largest employer is Elliot Hospital with 3,375 employees. The city's second largest employer, Catholic Medical Center, is also in the health services field and they employee 2,100 people. The Mall of New Hampshire and numerous shopping centers provide the area with national retailers' products. Eight different colleges are either based in Manchester or have satellite campuses there, adding an additional economic base.

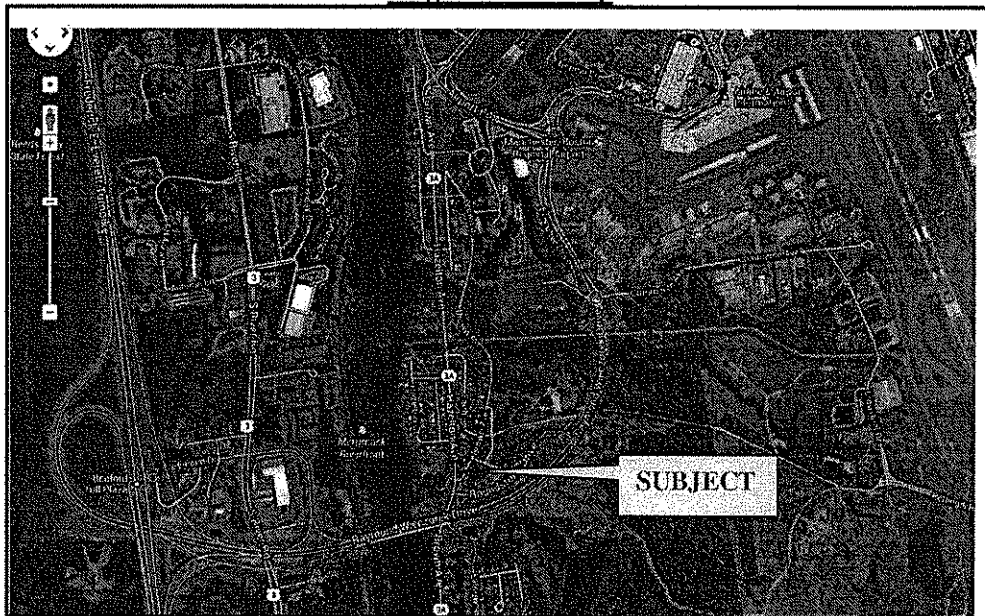
The subject property is situated at the southern tip of the triangle created by Brown Avenue and Hazelton Avenue (Route 3A). Immediately to the south lies the new Raymond Wieczorek Drive, a highway and bridge that connects the Manchester-Boston Regional Airport with Route 3 and the F.E. Everett Turnpike across the Merrimack River. The subject neighborhood's predominant influence is the airport, approximately 0.5 mile to the northeast. Surrounding the airport are commercial and industrial developments that benefit from their proximity to the regional airport. There are some commercial influences in the immediate area such as the Irving gas station/convenience store with Dunkin' Donuts drive-thru. There are also multi-family developments in the immediate area as well as older subdivisions developed with single-family homes on smaller lots. The town of Litchfield lies just to the south and east while the town of Bedford is across the Merrimack River just to the west, now easily accessible via the new bridge.

In summary, the subject neighborhood enjoys excellent accessibility to the airport as well as to the region's highway system. The neighborhood has a more suburban flavor than many of the City's neighborhoods despite traffic and noise considerations. The supply of smaller homes makes the neighborhood an appealing alternative to rental or condo living for first time home-buyers and empty nesters, among others.

Area Map



Neighborhood Map



ZONING

The property is located in Manchester's R-1B Residential One Family District – High Density. Permitted uses include: single-family detached dwelling, public elementary or secondary schools, and municipal facilities as well as numerous accessory uses.

Uses allowed by conditional use permit include manufactured housing park or subdivision, private elementary or secondary schools, adult daycare facilities, churches, monasteries or convents and cemeteries. Uses allowed by special exception include outdoor recreation facility, golf course or membership sports club and commercial child daycare facilities.

Residential One Family District-High Density Dimensional Requirements	
Minimum lot size:	
One family detached dwelling unit	7,500 SF
Other structure or principal use	15,000 SF
Minimum lot frontage:	
One family detached dwelling unit	75 feet
Other structure or principal use	150 feet
Setbacks:	
Front	20 feet
Side	10 feet for one family, 20' for other structure
Rear	30 feet
Maximum height:	35 feet, 2.5 stories
Maximum lot coverage:	50% for one family, 70% for other structure
Maximum floor area ratio:	0.5

The lot does comply with the minimum lot size and frontage requirements of the district. The buildings do not appear to comply with the front yard setback and possibly the rear yard setback requirement, but appears to be a lawful non-conforming structure that likely could not be expanded without Zoning Board of Adjustment approval. The dwelling's current use as a single-family residence conforms to zoning.

PROPERTY DESCRIPTION

The appraised property consists of a triangular 11,062 square feet (0.25 acre) lot with 204.64 feet of frontage on Brown Avenue and 200.46 feet of frontage on Hazelton Avenue. In the area of the subject property Hazelton Avenue is Route 3A, although immediately to the south and some distance to the north Brown Avenue is Route 3A. Brown Avenue is a two-lane road in the area of the subject's frontage and provides access via a single curb cut to the subject site. Hazelton Avenue runs along the subject's rear lot line and is a two-lane road with an additional left turn lane along the southern portion of the frontage. Approximately 100 feet south of the subject site is a signalized intersection facilitating access to and from Roundstone Drive, which in turn accesses Raymond Wiczorek Drive about 0.25 mile to the east.

The land is improved with an 864-square foot ranch style, single-family residence. Other building improvements include a detached two-car garage and a large, detached wood-frame shed. Site improvements include electricity, telephone, cable TV, municipal water and sewer connections, some wooden stockade fencing and a paved driveway.

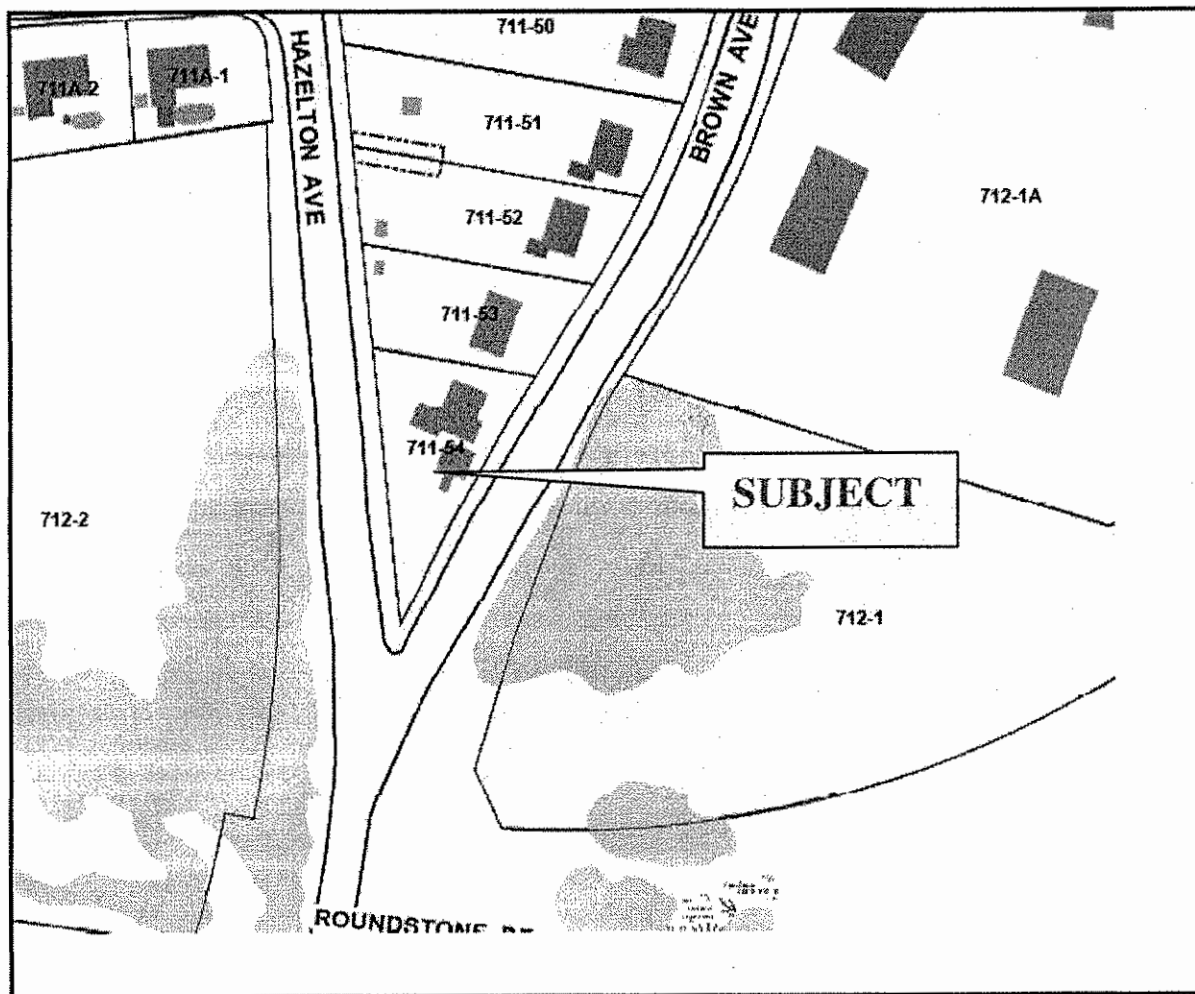
Land

The following is a summary of the physical characteristics of the subject site:

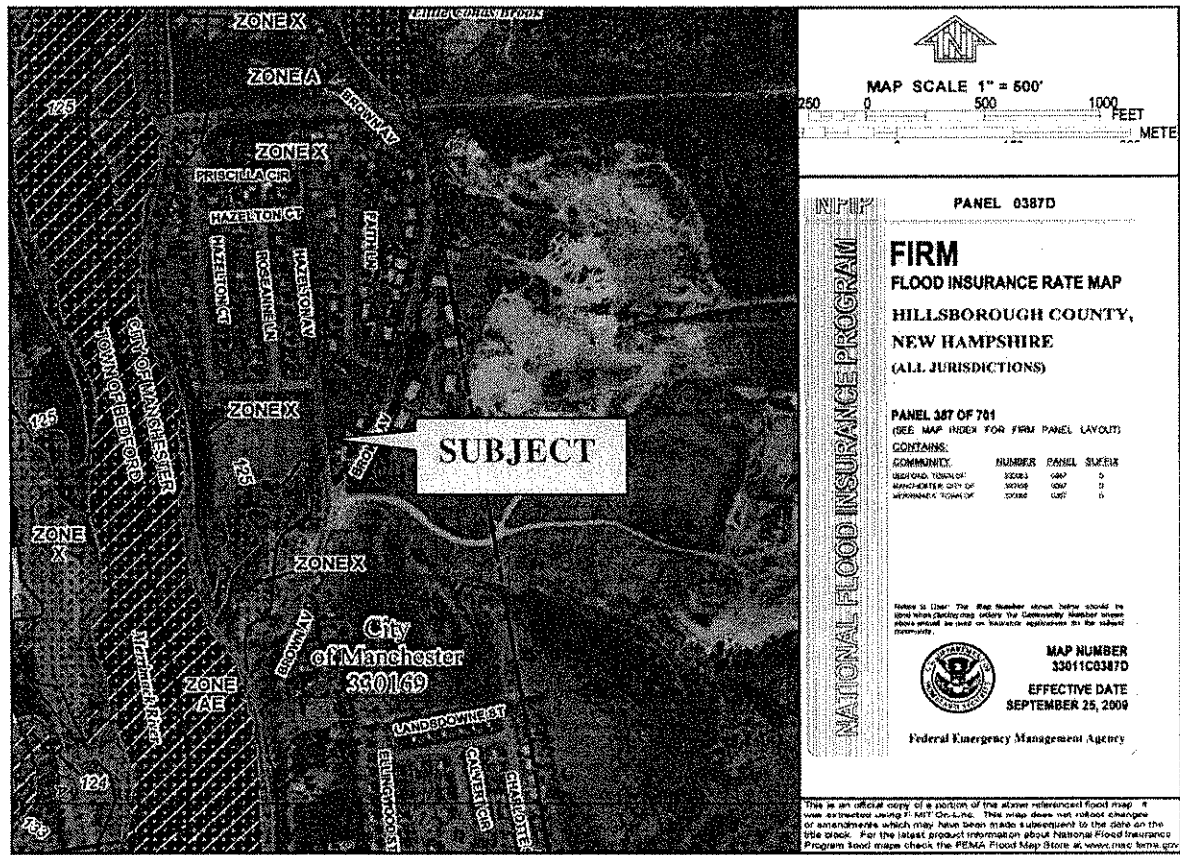
Item	Subject Features
Size:	11,062 square feet or 0.25 acres, gross and usable.
Shape:	Triangular
Topography:	Front of the site is at grade with Brown Avenue, and slopes gradually downward from east to west to a low point in the backyard before rising again toward the grade of Hazelton Avenue (Route 3A).
Frontage:	204.64 feet on Brown Avenue and 200.46 on Hazelton Avenue
Zoning:	R-1B – Residential One Family District – High Density. Conforming lot. Buildings do not appear to conform to front and possibly rear setback requirements. Legal conforming use. See Zoning section of the report on the following page.
Utilities:	Municipal water and sewer. Electric, telephone and cable TV connections.
Encroachments:	None known.
Easements:	None known.
Street Access:	Good
Ingress/Egress:	Average
Landscaping:	Some mature trees and shrubs as well as raised beds and lawns.
Soils:	As evidenced by existing and nearby construction, the soils on the subject property are suitable for residential development.
Drainage:	Appears adequate, storm drain located at the low point of the backyard
Flood Map:	Community No.: 33011C0387D Effective Date: September 25, 2009

Flood Zone:	Zone X. An area located outside of the 0.2% annual chance of flood.
Hazardous Conditions:	None known.
Adjacent Land Uses:	Vacant land, multi-family housing, newer gas station/convenience store with Dunkin Donuts and single-family residences.

Tax Map



Flood Map



Building Improvements

General Description				Foundation	
Units	<input checked="" type="checkbox"/> One	<input type="checkbox"/> One + in-law		<input type="checkbox"/> Conc. Slab	<input type="checkbox"/> Crawl space
# of Stories	One			<input checked="" type="checkbox"/> Full Bsmt	<input type="checkbox"/> Partial Bsmt
Type	<input checked="" type="checkbox"/> Det.	<input type="checkbox"/> Att.	<input type="checkbox"/> S-Det/End Unit	Basement area	864 sq. ft.
	<input checked="" type="checkbox"/> Existing	<input type="checkbox"/> Proposed	<input type="checkbox"/> Under Const.	Basement finish	Part finished
Design Style	Ranch				
Year built	1977				
Effective Age (Yrs)	20				
Attic	<input checked="" type="checkbox"/> Drop Stair		<input type="checkbox"/> None		
	<input type="checkbox"/> Floor		<input type="checkbox"/> Stairs		
	<input type="checkbox"/> Finished		<input type="checkbox"/> Scuttle		
			<input type="checkbox"/> Heated		
			<input checked="" type="checkbox"/> Outside entry		<input type="checkbox"/> Sump pump
			<input type="checkbox"/> Infestation		<input type="checkbox"/> Dampness
			<input type="checkbox"/> Settlement		
			Heating		<input type="checkbox"/> FHA
			<input checked="" type="checkbox"/> HWBB		<input type="checkbox"/> Radiant
			Other:		
			Central AC Fuel:		Oil

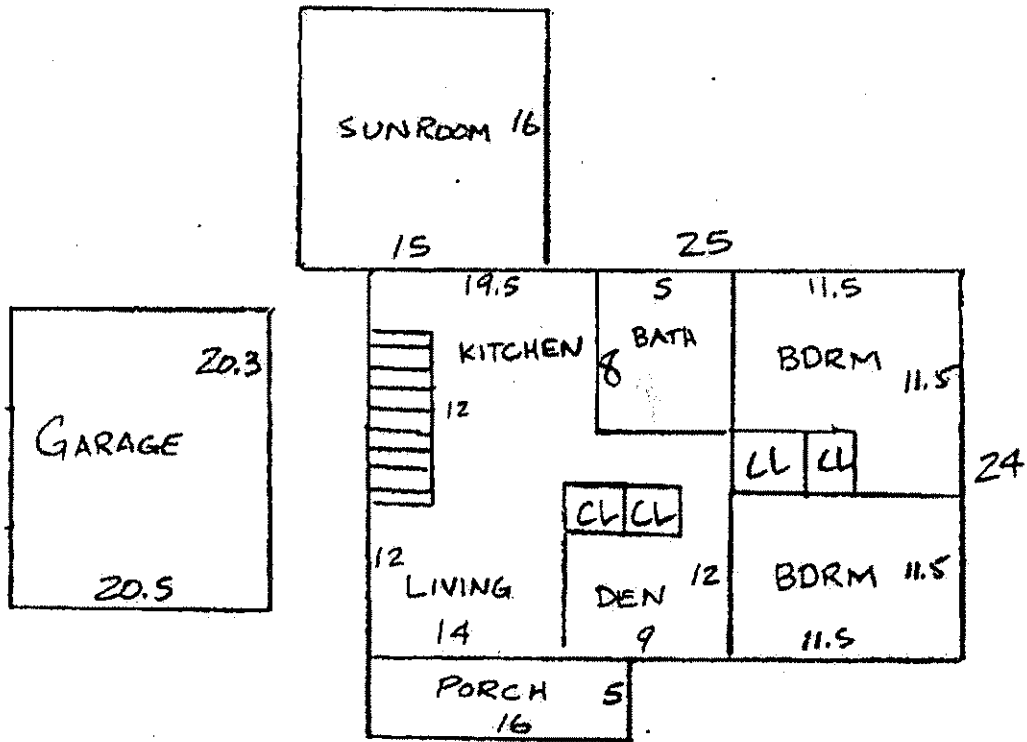
Exterior Description	Materials/Condition	Amenities	# or Size
Foundation Walls	Poured Concrete/Avg	# of Fireplaces	None
Exterior Walls	Vinyl siding	# of Woodstoves	None
Roof Surface	Embossed metal panel/Avg.	<input checked="" type="checkbox"/> Fence - Partial	<input checked="" type="checkbox"/> Lg Screen Porch
Gutters & Downspouts	None	<input type="checkbox"/> Wood Deck	<input type="checkbox"/> Pool
Window Type	Vinyl double-hung/Avg.	<input checked="" type="checkbox"/> Garage, # cars:	2 car detached
Storm Sash / Insulated	Insulated/Avg.	<input type="checkbox"/> Carport, # cars:	
Screens	Yes	<input checked="" type="checkbox"/> Refrigerator	<input checked="" type="checkbox"/> Range/Oven
Interior Description	Materials/Condition	<input checked="" type="checkbox"/> Dishwasher	<input checked="" type="checkbox"/> Disposal
Walls	Drywall	<input type="checkbox"/> Microwave	<input checked="" type="checkbox"/> Washer/Dryer
Trim/Finish	Wood/Avg.	Other:	
Bath Floor	Vinyl/Avg.	Washer & dryer connections in basement	
Bath Wainscot	Fiberglass/Avg.		
			GLAAG 864 sq. ft.

Comments

The building is in fair-average condition. The home was reportedly renovated in 2004 but has been a rental property for a number of years and the condition has deteriorated somewhat. No major repairs are required but the home is slightly dated and maintenance appears to have been "only as necessary." It would not show especially well if marketed. My inspection was not exhaustive, in that nothing was taken apart, nothing was probed. No non-functioning systems were noted. It is assumed that all mechanical systems are functional.

Overall, the property is rated to be in fair to average condition. The improvements are functional in design and in usage with amenities typically found in properties used for single-family residence purposes. The actual age of the improvements is estimated to be 36 years and the estimated effective age is approximately 20 years. Remaining economic life is estimated to be 40 years.

Floor Plan Sketch



Highest and Best Use

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

Highest and best use as though vacant

The appraised property consists of a triangular 11,062 square foot (0.25 acre) lot with 204.64 feet of frontage on Brown Avenue and 200.46 feet of frontage on Hazelton Avenue. The property is located in Manchester's R-1B Residential One Family District – High Density. Permitted uses include: single-family detached dwelling, public elementary or secondary schools, and municipal facilities as well as numerous accessory uses. The size and configuration of the site limits its use to single-family dwelling or a very small scale municipal facility of the permitted uses. Route 3A runs along the property's rear lot line, there is a newer gas station/convenience store across Brown Avenue from the property and the predominant influence in the neighborhood is the Manchester-Boston Regional Airport. The location has excellent accessibility but does not offer the privacy or quiet which are often desired for a single-family use. It is an acceptable residential location and is, in fact, proximate to many other single-family homes.

Based on surrounding properties residential development is feasible. It is also the most likely and profitable use. Therefore, the Highest and Best Use of the subject site "As Vacant" is concluded to be as a single-family house lot.

Highest and best use as improved

The subject site has been used as a rented single family home for the past several years and there appear to be no physical impediments to such use.

Current zoning of the property allows for few uses but does include the current use.

It is felt that the capital investment required to convert the building improvements to an alternative use would not yield a higher value than its current use as a single-family residence and hence the current use is maximally productive.

Based on the considerations outlined above, the highest and best use for the property as improved is concluded to be its current use as a single-family residence.

VALUATION

In conducting this appraisal investigation and formulating an opinion of market value for the subject, consideration was given to the three approaches to value that are traditionally employed in the valuation of improved real estate. The three approaches to value are the cost approach, the income approach, and the sales comparison or market data approach. Each approach is tested for applicability to the appraised property.

Cost Approach

The cost approach is based upon the principle of substitution in that an informed purchaser will pay no more for a property than the cost of obtaining a similar site and constructing improvements with equal desirability and utility. This approach is often a reliable indicator of value when the buildings are new and represent the highest and best use. The cost approach, although considered in this report, was not utilized to estimate market value of the subject property due to the age of the improvements and the difficulty in accurately estimating corresponding depreciation of the improvements.

Income Approach

The Income Approach to value is based upon the ability of the subject property to provide a sufficient net annual return on investment capital. The estimated stabilized net income for the property is capitalized into an indication of value.

Although the subject property has been rented for a several years, single-family units are not typically purchased in this area for their ability to produce income. Typically single-family homes purchased for owner occupancy produce a higher value. Therefore, the income approach is not applicable.

SALES COMPARISON APPROACH

In the sales comparison approach, recent sales of similar properties are used in a comparative analysis to establish the most probable value of the property being appraised. A search for sales of similar properties resulted in a sufficient number of available transactions to develop this approach. Of that data the five most similar sales were used in the analysis. Each sale is detailed on the subsequent pages.

Comparable Improved Sale 1



Location: 385 Hill Street, Manchester, NH
Grantor: George & Louise C. Sapowicz
Grantee: Joshua C. Bullock
Sale Date: November 16, 2012
Recording Data: Book 8495, Page 1930,
Hillsborough County Registry of Deeds
Sale Price: \$139,000,
Gross Living Area: 980 square feet
Price/Sq. Ft.: \$141.84
Land Size: 0.13 acre
Confirmation: Jay Gagne, Broker & Real Data
Comments:

This VA financed sale involves the seller paying \$7,000 in concessions, reducing the effective sale price by a corresponding amount. Concessions include \$1,200 in cash to the buyer, who put nothing down. This ranch style home is located between I-293 and Second Street resulting in both traffic and commercial influences. The residence was built in 1957 on a full, partially finished basement and has five rooms, two bedrooms and one full bath. Other amenities include a one-car detached garage and central air conditioning. The home reportedly needed some updates and was in fair condition overall. Property was listed for sale at an asking price of \$137,500 and sold after being marketed for 41 days.

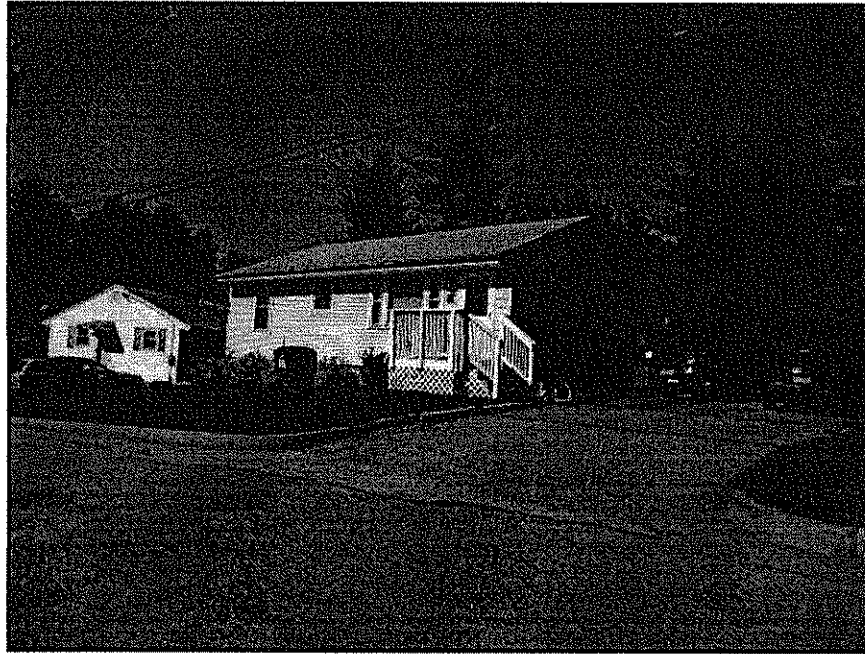
COMPARABLE IMPROVED SALE 2



Location: 532 South Beech Street, Manchester, NH
Grantor: Marcel T. Faucher
Grantee: Evan T. Cunningham
Sale Date: December 21, 2012
Recording Data: Book 8510, Page 1861
Hillsborough County Registry of Deeds
Sale Price: \$135,000
Gross Living Area: 1,125 square feet
Price/Sq. Ft.: \$120,000
Land Size: 0.13 acre
Confirmation: Dean DeMagistris, Broker & Real Data
Comments:

This property is located on a busy connector road. The ranch style dwelling was built in 1956 on a partially finished full basement and has six rooms, two bedrooms, one full bath and one half bath. Other amenities include an attached garage, enclosed porch, hardwood floors, central air conditioning and a stone fireplace. The property was reportedly slightly dated but in average condition with updated windows, doors and bathroom as well as recent interior and exterior paint. Property was listed for sale for 33 days at \$138,000.

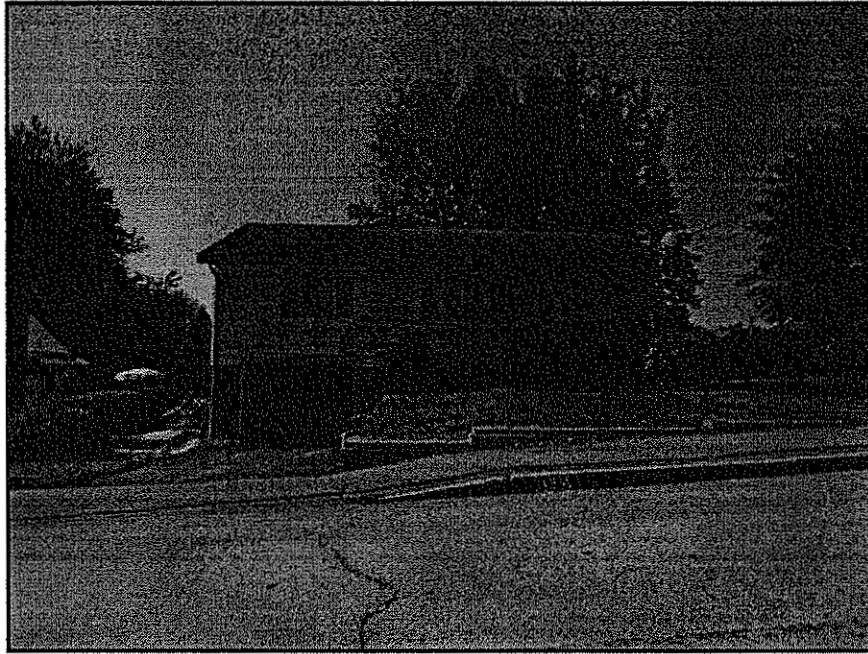
COMPARABLE IMPROVED SALE 3



Location: 53 Val Street, Manchester, NH
Grantor: Pauline I. Jacques
Grantee: Madeline S. & Ronald C. Martin
Sale Date: October 23, 2012
Recording Data: Book 8485, Page 2177,
Hillsborough County Registry of
Deeds
Sale Price: \$125,000
Gross Living Area: 864 square feet
Price/Sq. Ft.: \$144.68
Land Size: 0.14 acre
Confirmation: June Munroe, Broker & Real Data
Comments:

This property is located in a residential subdivision that abuts I-293. This home is a few houses away from the highway but it is visible as you approach the home, along with the large commercial building across the highway. The ranch style residence was built in 1956 on a full foundation and features five rooms, three bedrooms and one bath. Other features include central air conditioning, a patio and a shed. The property was reportedly dated and in fair to average condition. Property was listed for sale at \$125,000 and went under contract after being marketed for 6 days. The cash sale was due to parents purchasing the home for their daughter with the ability to rent it if need be in the future.

COMPARABLE IMPROVED SALE 4

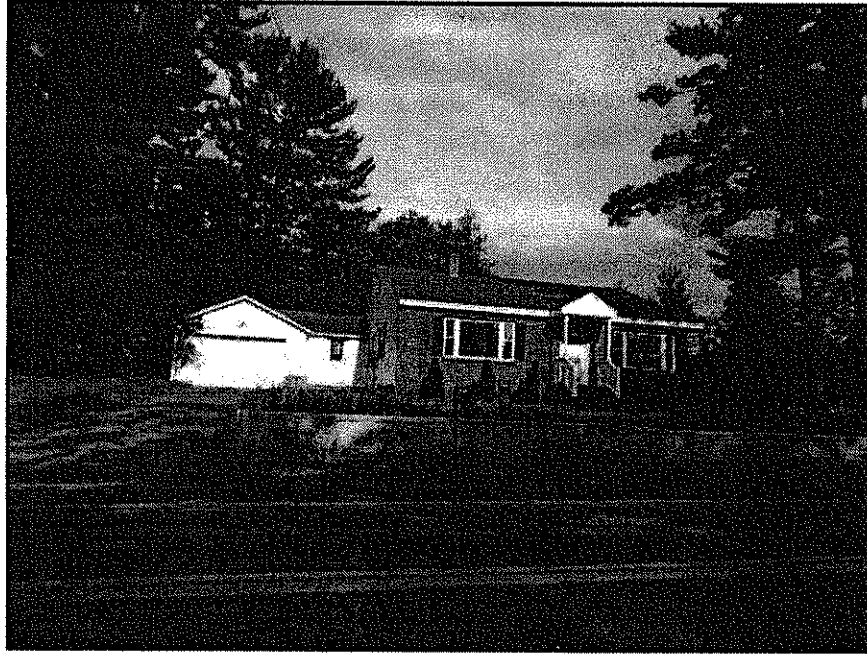


Location: 385 Gold Street, Manchester, NH
Grantor: 385 Gold Street LLC
Grantee: Qui Thi Pham
Sale Date: April 21, 2013
Recording Data: Book 8552, Page 178,
Hillsborough County Registry of
Deed
Sale Price: \$138,000
Gross Living Area: 936 square feet
Price/Sq. Ft.: \$147.44
Land Size: 0.16 acre
Confirmation: Rebecca Chase, Broker & Real Data
Comments:

This property is located on Gold Street, a connector road between Brown Avenue and South Willow Street. There is significant traffic and commercial influences nearby but not in sight of the property. The ranch style residence was built in 1967 on a full foundation with a single garage bay under. It has four rooms, two bedrooms and one bath. Other features include a shed. The home was reportedly somewhat dated but the overall condition was fair to average.

The property was originally listed for sale at \$179,900 and languished on the market until the price was reduced to \$137,500. It then received multiple offers resulting in a sale price just above asking. It was placed under contract after being marketed for 223 days.

COMPARABLE IMPROVED SALE 5

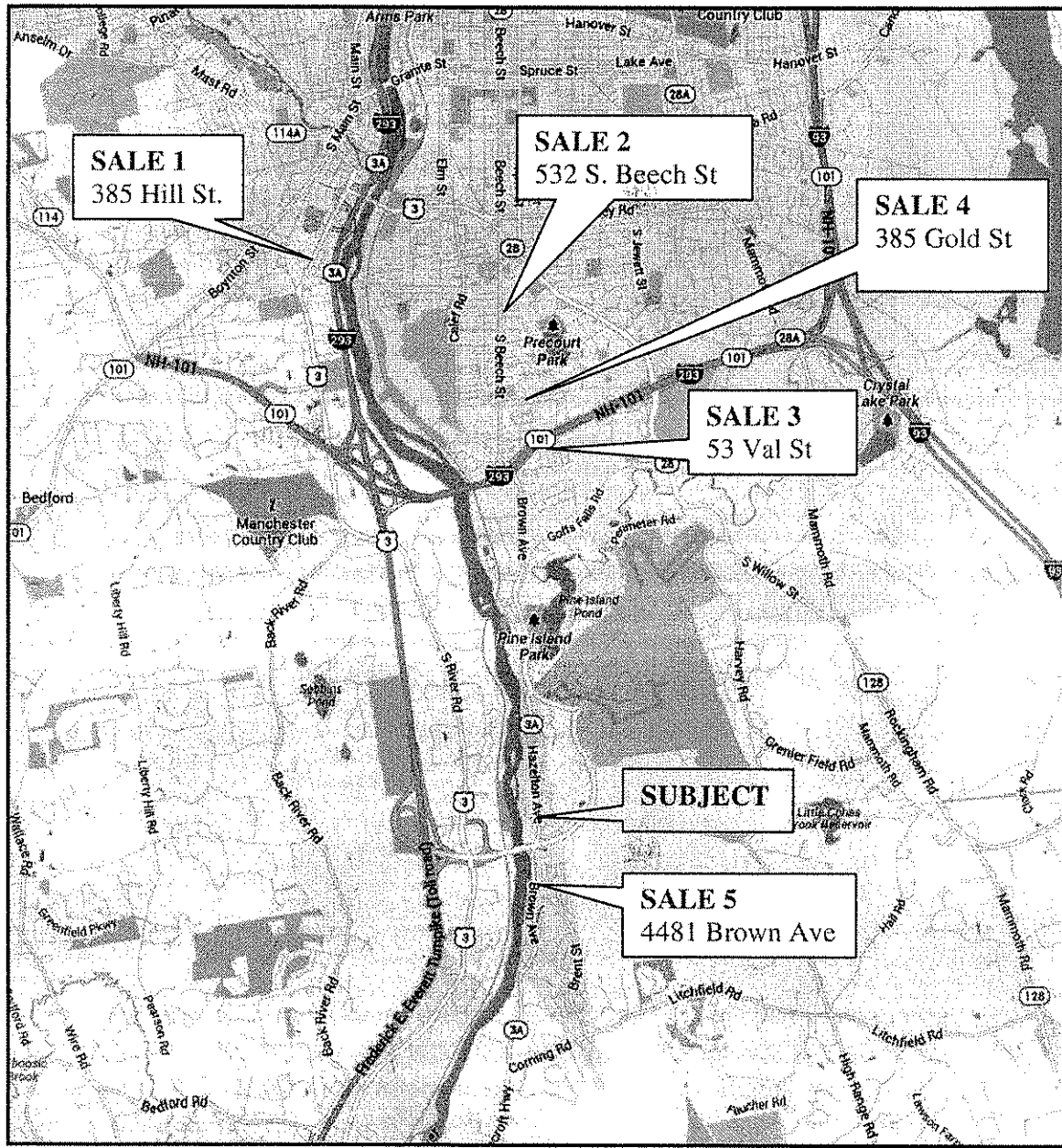


Location: 4481 Brown Avenue, Manchester, NH
Grantor: Saghir & Adeel Tahir
Grantee: Derek P. and Rachel M. Lucas
Sale Date: June 28, 2013
Recording Data: Book 8578 Page 616, Hillsborough
County Registry of Deeds
Sale Price: \$163,000
Gross Living Area: 1,209 square feet
Price/Sq. Ft.: \$134.82
Land Size: 0.23 acre
Confirmation: Steve Cotran, Broker & MLS # 4196191
Comments:

This property is located on Brown Avenue about 0.5 mile south of the subject property in an area free of commercial influences but still heavily traveled. The ranch style residence was built in 1985 on a full foundation and features four rooms, two bedrooms and one bath. Other amenities include a shed, patio and enclosed breezeway. Site improvements include, a well and septic system and chain link fencing. The broker reports the condition is average. Interior paint and flooring are recent improvements.

Property was originally listed for sale on November 5, 2012 for \$179,900 and reduced to an asking price of \$163,000 on April 5, 2013. It was placed under contract on April 15, 2013 and sold for the reduced asking price. No sale concessions were reported.

Sales Location Map



Improved Sales Analysis

Single-family residences are bought and sold on a whole price basis and therefore, the whole price has been used as the unit of comparison.

Each of the comparables are compared to the subject and adjusted for the following factors: property rights, financing terms, buyer/seller motivation, date of sale, site area, location, living area, bathrooms, quality/condition, basement, garages and other features.

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

Property Rights Conveyed

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

Financing

This factor takes into consideration unusual financing terms of a sale that would influence the transaction price, such as the interest rate, down payment, or the term of the note and/or amortization period. All of the comparable sales had terms of cash to the seller or conventional financing with the exception of Sale 1, which is dealt with under Motivation below. Therefore, adjustments for financing were not necessary.

Motivation

Comparable Sale 1 involved Veterans Administration financing and seller concessions that totaled \$7,000. The sale price was increased by a corresponding amount and must be adjusted down to represent a market price for the property. The concessions included the seller paying the buyer's loan points, pre-paid taxes and/or insurance costs, and \$1,200 in cash to the buyer at closing. All further adjustments to this sale will be based on the adjusted price.

Date of Sale

The sales presented occurred between October 2012, and June 2013. Based on an analysis of single-family home sale prices in Manchester in the 700 to 1,300 square foot size range for the past three quarters, a time adjustment of 1% per month was applied to Sales 1 through 4. Sale 5 closed shortly after the date of value and does not require an adjustment. .

Site Area

The subject property's site area is 0.25 acre. Sale 5 has a similar site area while the remaining Sales are in the 0.13 to 0.16 acre range, offer reduced utility, and have been adjusted up by a nominal 3% of their time adjusted sale price.

Location

Location is an important factor affecting property values. The subject property has a location influenced by high traffic and some commercial influence. The comparable sales were selected for their similar locational characteristics. Sales 1, 2 and 4 are similar to the subject property, in that they are in traffic-influenced locations. Sales 2 and 4 are on high traffic connector roads and Sale 1 is on a small side street sandwiched between I-293 and a busy commercial corridor. These Sales do not require adjustments for differences in location.

Sale 3 is located in a residential subdivision but is just a few houses away from I-293 with fairly large-scale commercial development visible across the highway. There is a sound wall providing some buffer and the overall location is judged to be slightly superior to the subject's. Sale 5 is located further south on the subject street in an area of no commercial influence and reduced traffic. This location is also judged to be slightly superior to the subject's. Sales 3 and 5 have been adjusted down by 3%.

Living Area

The subject property has 864-square feet of gross living area (GLA). Gross living area adjustments were based on \$25 per square foot of the difference in above grade living area. This adjustment is a reflection of the market's reaction to small differences in living area and not a reflection of building cost or overall price per square foot. This resulted in the following adjustments: Sale 1, -\$2,320; Sale 2, -\$5,220; Sale 3, \$0; Sale 4, -\$1,440, and Sale 5, -\$6,900.

Rooms, Bedrooms & Bathrooms

Differences in the number of rooms are accounted for in the gross living area adjustment. Bathrooms were adjusted at a rate of \$750 per fixture or \$1,500 for a half-bath.

Quality/Condition

The quality of construction and the condition of the improvements at the time of sale impact a property's sale price. The subject property has been constructed with average quality materials, and is in fair to average condition.

The quality and condition of three of the comparables were rated to be similar to the subject property so no adjustments were required. Sales 2 and 5 were in average condition with evidence of better maintenance and more recent updating. These sales are in slightly superior condition due to more recent updates and better cosmetics and were adjusted down by 5%.

Basement

The subject property and Sales 1 and 2 include a full basement, part of which has been finished for additional living area. Sales 3, 4 and 5 are on full foundations without any finished area in the basement and have each been adjusted up by \$1,000, to reflect the typical market reaction to this feature in this price range. Sale 4 includes a garage bay under and so is referred to as a partial basement.

Garage

The subject includes a detached two-car garage. Differences in garages are adjusted for at a rate of \$3,000 per bay for attached and detached and \$2,500 per bay for under.

Features

The subject property includes a large screened porch and a large shed. The comparable sales include a variety of features, which are adjusted for based on the market's estimated reaction to the item within the comparables' price range, as follows:

Screened Porch -	\$2,500
Enclosed Porch -	\$3,500
Porch -	\$2,000
Deck -	\$1,500
Patio -	\$1,000
Central Air Conditioning -	\$1,500
Shed -	\$1,200
Fireplace -	\$2,000
Well and Septic -	-\$2,500

Conclusion of Sales Comparison Approach

In this analysis, the indicated values range from \$133,180 to \$150,520 with a mean of \$144,314. All of the sales used in the analysis are considered to be reliable indicators of value for the subject property. Based on the preceding research and analysis, and taking into consideration the "only as necessary" maintenance at the property in recent years, it is concluded that the subject warrants a value opinion via the sales comparison approach near the middle of the range at **\$142,000**.

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

Sales Comparison Grid											
Item	Subject Property	Comparable Sale 1		Comparable Sale 2		Comparable Sale 3		Comparable Sale 4		Comparable Sale 5	
Location	Parcel 39 4014 Brown Avenue Manchester	385 Hill Street Manchester		532 South Beech Street Manchester		53 Val Street Manchester		385 Gold Street Manchester		4481 Brown Avenue Manchester	
Actual Sale Price	Estimate		\$139,000		\$135,000		\$125,000		\$138,000		\$163,000
Price Per Square Foot			141.84		120.00		144.68		147.44		134.82
Data Source		Public Records/Appraiser/Buyer		Public Records/Appraiser/Buyer		Public Records/Appraiser/Broker		Public Records/Buyer		MLS/Tax Card	
		Description	Adjustment	Description	Adjustment	Description	Adjustment	Description	Adjustment	Description	Adjustment
Property Rights		Fee Simple		Fee Simple		Fee Simple		Fee Simple		Fee Simple	
Financing Terms		VA		Conventional		Cash		Conventional		Unknown	
Motivation		Concessions	-\$7,000	Arm's-length		Arm's Length		Arm's Length		Arm's Length	
Sale Date		16-Nov-12	7%	21-Dec-12	6%	23-Oct-12	8%	19-Apr-13	2%	28-Jun-13	0%
Adjusted Sale Price			\$141,240		\$143,100		\$135,000		\$140,760		\$163,000
Site Area (Acres)	0.25	0.13	\$4,200	0.13	\$4,300	0.14	\$4,100	0.16	\$4,200	0.23	
Location	Fair	Similar		Similar		Slightly Superior	-\$4,100	Similar		Slightly Superior	-\$4,900
Living Area (SF)	864	980	-\$2,320	1,125	-\$5,220	864		936	-\$1,440	1,209	-\$6,900
Rooms/Bedrooms/Baths	5/3/1	5/2/1		6/2/1.5	-\$1,500	5/3/1		4/2/1		4/2/1	
Quality/Condition	Average/Fair	Average/Fair		Average/Average	-\$7,200	Average/Fair		Average/Fair		Average/Average	-\$8,150
Basement	Full/Part finished	Full/Part finished		Full/Part finished		Full/Unfinished	\$1,000	Partial/Unfinished	\$1,000	Full/Unfinished	\$1,000
Garage	2 Car Detached	1 Car Detached	\$3,000	1 Car Attached	\$3,000	None	\$6,000	1 Car Under	\$3,500	1 Car Attached	\$3,000
Features	Large Screened Porch Shed	Central A/C	\$2,200	Enclosed Porch Central A/C, Fireplace	-\$3,300	Central A/C Shed, Patio	\$0	Shed	\$2,500	Well & Septic Patio Shed Encl. Breezeway	\$500
Gross Adjustments (Total)			\$11,720		\$24,520		\$15,200		\$12,640		\$24,450
Net Adj. (Total)			\$7,080		-\$9,920		\$7,000		\$9,760		-\$15,450
Indicated Value of Subject			\$148,320		\$133,180		\$142,000		\$150,520		\$147,550
		Low		High		Mean					
		\$133,180		\$150,520		\$144,314					

Reconciliation

The appraisal process utilized the sales comparison approach to estimate the market value of the real estate. The strength of this approach is that it reflects activity of willing buyers and willing sellers in the market place. The weakness of this approach is that no two properties are exactly alike. Additionally, the exact purchase considerations are often not disclosed. A sufficient supply of reliable comparable improved sales were available for use in the analysis to provide a reliable value conclusion. Adjustments were made for the differences between the sales and the subject property. Based on the previous analysis, it is my opinion that the "as is" market value of the fee simple interest for 4014 Brown Avenue, Manchester, NH as of June 13, 2013, is:

One Hundred Forty-Two Thousand Dollars
\$142,000

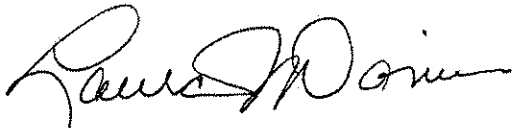
Estimated Marketing Time

Based on discussions with local brokers and the length of marketing time for the sales used in the Sales Comparison Approach, a reasonable marketing time for this property is one to four months.

Appraisal Certification

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

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



Laura J. Davies, NHCG #529
Appraisal Supervisor

July 1, 2013

Date

Title Abstract

Current Owner(s)		Page 1 of 1	
STATE OF NEW HAMPSHIRE 7 HAZEN DRIVE PO BOX 483 CONCORD, NH 03302-0483		Parcel # : 0039 State Project : SURPLUS LAND Project # : SURPLUS-1 Parcel Address: 4014 BROWN AVE	
		County : HILLSBOROUGH Town or City : MANCHESTER Tax Map : 711 Lot # : 54 Area : 11062 SQUARE FEET	
Encumbrances		Source Of Title	
<hr/>			
For Description Refer To :			
Plan :			
<hr/>			
ENCUMBRANCES			
<hr/>			
MORTGAGES :	No	RESTRICTIONS :	No
TAX LIENS :	No	ATTACHMENTS :	No
		RESERVATIONS :	No
		EASEMENTS :	No
<hr/>			
Defects & Comments / Description			
ABSTRACTED BY REW THRU 3/21/00; UPDATED BY G. SMITH THRU 4/3/03, BY JHL THRU 4/27/06.			
<hr/>			
Printed : 07/01/2013			

Legal Description

6078951

2006 NOV - 6 PM 12:15

Dept of Transportation
639

FILE	1089
RECORD	2 -
DATE	10-12-06

710-13

WARRANTY DEED

THAT We, Steven H. Wenzel and Betty Jo Wenzel, married, of 4014 Brown Avenue, Manchester 03103-7007, County of Hillsborough, State of New Hampshire, for consideration paid, grant to the State of New Hampshire, whose address is PO Box 453, 7 Hazen Drive, Concord, New Hampshire 03302-0353, with WARRANTY covenants,

A certain parcel of land situated on the Westerly side of Brown Avenue as now travelled, in the City of Manchester, County of Hillsborough, State of New Hampshire, and being near Brown Avenue Construction Center Line Station 402+00 as shown on a Plan of Bedford-Manchester-Londonderry-Merrimack, DFR-F-0047 (001), 11512 on file in the records of the New Hampshire Department of Transportation and to be recorded in the Hillsborough County Registry of Deeds, bounded and described as follows:

Beginning at a point on the Westerly side of Brown Avenue at the Northeast corner of the premises, thence N 64° 51' 05" W, one hundred and seventeen and seventy-nine one-hundredths (117.79) feet to a point on the Easterly side of Hazelton Avenue; thence S 10° 09' 15" W, along the Easterly side of Hamilton Avenue, two hundred and forty six hundredths (200.46) feet to a brick post, thence S 11° 52' 40" E, one and forty-six one-hundredths (1.56) feet to a point on the Westerly side of Brown Avenue; thence N 42° 02' 03" E along the Westerly side of Brown Avenue, forty-seven and seventy-four one-hundredths (47.74) feet to a point; thence continuing along the Westerly line of Brown Avenue by a curve to the left having a radius of 1,800 feet a distance of one hundred fifty-six and ninety one-hundredths (156.90) feet to the point of beginning.

Containing eleven thousand and sixty-two (11,062) square feet, more or less, and being all that real estate recorded December 18, 1967, at the Hillsborough County Registry of Deeds in Book 4552, Page 12.

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

Executed this 3rd day of December, 2006

Steven H. Wenzel
Steven H. Wenzel

Betty Jo Wenzel
Betty Jo Wenzel

STATE OF NEW HAMPSHIRE, Hillsborough SS 11/2 A.D. 2006

Personally appeared before me, the above-named, Steven H. Wenzel and Betty Jo Wenzel acknowledged the foregoing instrument to be their voluntary act and deed.

Barbara J. Smith
Barbara J. Smith
My commission expires: 2/25/2010

1 (ending) 1111-00000000-000000000000

NOTAR PUBLIC
My Commission Expires February 25, 2010

BN 7764 MC2087

APPRAISER QUALIFICATIONS
LAURA J. DAVIES
Certified General Appraiser No. NHCG-529

Background Summary

Over 27 years experience in commercial/industrial real estate and 25 years experience in the appraisal industry, valuing all property types ranging from unimproved land, subdivisions, commercial, residential, industrial, conservation easements, and special-purpose properties for a wide variety of clients including federal and municipal governments, universities, lending institutions, major corporations, law firms, developers, investors and non-profit organizations.

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

Education

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

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

National Association of Realtors

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

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

JMB Real Estate Academy – Advanced Income Property Appraisal

The Beckman Company - The Technical Inspection of Real Estate

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

Qualified Expert Witness

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

Professional Experience

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

Professional Affiliations

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



August 12, 2013

Mr. Phillip J. Miles
State of New Hampshire DOT
Bureau of Right-of-Way
J. O. Morton Building – Room 100
7 Hazen Drive
Post Office Box 483
Concord, NH 03302 – 0483

Re: Market Analysis
4014 Brown Ave
Manchester, NH

Dear Mr. Miles:

For more than thirty years, Prudential Verani Realty has been involved in the successful marketing of residential, commercial and land development parcels all across Southern New Hampshire.

We are pleased to submit the following comprehensive market analysis on the above referenced property. This analysis is based upon a review of the property, prior experience in marketing similar properties and a study of the current market situation.

Prudential Verani Realty has the tools, the team and the experience to get the job done. We appreciate this opportunity and look forward to working with you.

Respectfully Submitted,

Brenda Carey, Broker, Director of Relocation Services
Giovanni Verani, Vice President
Jennifer Frost, Broker-Associate, Realtor NH & MA



Prudential

Verani Realty

POSITIVE SALES FEATURES

- Single Level Living
- Large 2 car Garage
- Convenient highway access
- Screen Porch and Finished Lower Level
- Large Yard

DRAWBACKS / AREAS FOR CONCERN

- Proximity to highway may be a drawback for residential users
- Condition of Porch and Roof may limit available Financing
- Ability to show property with Tenants and their Furnishings
- End Buyer will want to invest money in updating Kitchen and Bath

Our purpose in detailing advantages and disadvantages of the property is to present the facts which will determine a buyer's level of interest and the price a buyer is willing to pay. Since the needs and interests of each user are different, the ability to formulate solutions to the disadvantages and to emphasize the advantages is extremely important in order to successfully market the property.

STRUCTURING THE PRICE

In pricing the property and comparing it to other ranch style homes that have sold and are actively on the market, we take into consideration the most likely buyer as either a first time buyer or an investor. A first time buyer will make compromises on location and condition if they can obtain affordable space and finance the property with limited down payment and closing costs. The subject property is not a good candidate for FHA or NHHFA financing, which are the most common mortgage programs for first time buyers. An investor may seek out properties in this price range with a plan to make improvements and re-sell (flip) in the short term or to hold the property and lease it for income/positive cash flow. An investor purchaser usually looks to purchase properties at 10%-20% below market value as they cannot always precisely anticipate the total costs of the improvements or anticipated marketing time and market value for resale.



OPINION OF VALUE

With all of these factors, our recommended listing price is \$129,900.

ANTICIPATED MARKETING TIME

Average time on market for similar single family homes in Manchester is currently 82 days. For the first time in many years, experts believe we are in a balanced market. A balanced market is one that favors neither buyers nor sellers.

BROKERAGE COMMUNITY

Prudential Verani Realty will solicit the help of, and cooperate with, any other brokerage firm that might introduce a prospect to the property. Our interest is in selling your real estate for you at the highest and best price as quickly as possible. Prudential Verani Realty will offer all co-operating agents working as buyer-brokers a cooperating commission split to encourage active brokerage community participation.

MARKETING PROGRAM PLAN OF ACTION

Immediately:

- Enter your listing into the Listing Databases of: NNEREN MLS where it will remain until your property is sold.

Within 5 Days:

- Create a marketing package for qualified customers. Install Signage.

Within 15 Days:

- Distribute "just listed" postcards to the top brokers in the area.
- Send out a "New Listing" broadcast to 300+ Prudential Verani Agents
- Meet with our Team and discuss all details of the listing and attempt to match this listing with a potential buyer and then contact all prospective buyers from our teams list of contacts.

Within 30 Days:

- Contact the owner and provide an update on the progress

Monthly:

- Send out Prudential E-Inventories to all Investor contacts
- Expose the listing at a number of our monthly networking events



Prudential

Verani Realty

Constantly:

- Network and communicate the status of your property to you.
- Present to you any and all offers.
- Represent you and assist you in obtaining the highest dollar value for your property with the least amount of problems.
- Monitor progress, recommend and implement any changes in order to best market and expose the property.

PRUDENTIAL VERANI REALTY

Prudential Verani Realty's 300+ person brokerage has its corporate office in Londonderry, New Hampshire and branch offices serving major residential and commercial markets throughout the southern tier. It has provided its numerous clients imaginative, creative, and ambitious marketing skills resulting from its many years of experience and has achieved a high degree of successful results for these clients.

Because we are a service oriented company, we can utilize our expertise and experience in marketing, advertising, development, and counseling to support our outside specialists in their marketing efforts.

In the course of marketing a property, we are often called upon to provide that "EXTRA INGREDIENT" to make a deal. This might involve any area of concern to a prospect, i.e. assisting in obtaining financing for the buyer, zoning problems, construction costs, building modifications, and the like. Every effort will be made to satisfy a prospect's needs. In closing, I think you can see that we are well qualified to successfully negotiate a transaction with a buyer whether they are local, regional, or national.

LICENSES

Margherita Verani	NH RE Broker License #002156
Giovanni Verani	NH RE Broker License #039814
Jennifer Frost	NH RE Broker License #047736
Brenda Carey	NH RE Salesperson License #052140

Comparable Properties

SUBJECT PROPERTY 4014 Brown Ave



List Price: \$0
List \$ SqFt: \$0.00
Finished SqFt: 1296
Year Built: 1977
Bedrooms: 3
Full Baths: 1
Sewerage: Public
Lot Acres: 0.2

Type: Ranch
Construction: Wood Frame
Exterior: Vinyl
Total Baths: 1
Heat: FHW
Heat Fuel: Oil
Basement: Full Finished

Days on Market: 0
Taxes: \$3,992
Town: Manchester
Foundation: Concrete
Roof: Asphalt Shingles
Cars: 2
Garage: Detached

Amenities: Porch

Remarks: Ranch style home close to Litchfield line, easy access to highways and airport. Finished basement, screen porch, shed and 2 car detached garage.

CURRENT 880 Cilley Road



List Price: \$149,000
List \$ SqFt: \$146.08
Finished SqFt: 1020
Year Built: 1930
Bedrooms: 3
Full Baths: 1
Sewerage: Public
Lot Acres: 0.1

Type: Ranch
Construction: Wood Frame
Exterior: Asbestos
Total Baths: 1
Heat: Hot Air
Heat Fuel: Oil
Basement: Finished, Interior Stairs

Days on Market: 34
Taxes: \$3,151
Town: Manchester
Foundation: Concrete
Roof: Shingle-Asphalt
Cars: 0
Garage: 4 Parking Spaces

Amenities: Ceiling Fan, Eat-in Kitchen

Remarks: Lots of updates to this Ranch home on a corner lot. Nice landscaped side yard with plenty of parking off Cilley Road. New flooring, carpet, updated bathroom, and fresh paint. Eat in kitchen with lots of bright light. Master has hardwood floors. Finished space in lower level and plenty of storage and workshop space.

PENDING 233 Gold Street



List Price: \$106,000
List \$ SqFt: \$91.38
Finished SqFt: 1160
Year Built: 1998
Bedrooms: 3
Full Baths: 2
Sewerage: Public
Lot Acres: 0.2

Type: Ranch
Construction: Existing
Exterior: Vinyl
Total Baths: 2
Heat: Hot Air
Heat Fuel: Gas-Natural
Basement: Unfinished

Days on Market: 10
Taxes: \$5,057
Town: Manchester
Foundation: Concrete
Roof: Shingle-Other
Cars: 1
Garage:

Amenities:

Remarks: Beautiful open concept 3 bedroom ranch. Hardwood floors in living room. Gorgeous kitchen cabinets. Attached garage. Large fenced in yard. HUD Case # 341-111951. Equal Housing Opportunity. This property is sold "as is". PLEASE NOTE PROPERTY IS BEING LISTED AS INSURED WITH THE FOLLOWING ESCROW REPAIR ITEMS: REPLACE THREE WINDOWS MPR...600.00...REPAIR ROOF MPR...1,500.00.

Prepared by Jennifer Frost of Prudential Verani Realty.

The accuracy of all information is deemed reliable, but is not guaranteed.
Information obtained from the Northern New England Real Estate Network.

Very Verani
www.verani.com

Comparable Properties

PENDING

540 Candia Road



List Price: \$129,900

List \$ SqFt: \$115.98

Finished SqFt: 1120

Year Built: 1958

Bedrooms: 3

Full Baths: 1

Sewerage: Public

Lot Acres: 0.2

Type: Ranch

Construction: Wood Frame

Exterior: Vinyl

Total Baths: 1

Heat: Hot Water

Heat Fuel: Gas-Natural

Basement: Full, Partially Finished

Days on Market: 7

Taxes: \$4,083

Town: Manchester

Foundation: Concrete

Roof: Shingle-Asphalt

Cars: 1

Garage: Attached, Driveway

Amenities: Attic, Ceiling Fan, Eat-in Kitchen

Remarks: 3 bedroom ranch PRICED TO SELL located in the desirable east side of Manchester. Great commuter access to I93, corner lot, attached garage, additional off street parking, front door entry, plus additional entry via breezeway which also provides entry to the garage. Needs work but a good starter home or potential investment. Bank short sale, 3rd party approval required. Home is being sold as-is.

SOLD

53 McQuesten Street



List Price: \$135,000

List \$ SqFt: \$89.52

Finished SqFt: 1508

Year Built: 1970

Bedrooms: 3

Full Baths: 1

Sewerage: Public

Lot Acres: 0.2

Amenities:

Sold Price: \$109,000

Sold \$ SqFt: \$72.28

Type: Ranch

Construction: Existing

Exterior: Vinyl

Total Baths: 2

Heat: Baseboard

Heat Fuel: Oil

Days on Market: 145

Taxes: \$3,450

Town: Manchester

Foundation: Concrete

Roof: Shingle-Asphalt

Cars: 0

Garage:

Basement: Full, Partially Finished

Remarks: Property is owned by Housing and Urban Development (HUD) Case # 341-107257 IE. Property to be sold in as-is condition. Neither owner nor agent makes any warranties or representations. Property is sold AS IS AS SEEN. Cute little ranch, nice kitchen and wood floors. Conviniunt location. See it today!

SOLD

385 Gold Street



List Price: \$137,500

List \$ SqFt: \$146.90

Finished SqFt: 936

Year Built: 1967

Bedrooms: 2

Full Baths: 1

Sewerage: Public

Lot Acres: 0.2

Amenities: Eat-in Kitchen, Laundry Hook-ups

Sold Price: \$138,000

Sold \$ SqFt: \$147.44

Type: Ranch

Construction: Existing

Exterior: Vinyl

Total Baths: 1

Heat: Baseboard

Heat Fuel: Gas-Natural

Days on Market: 223

Taxes: \$3,634

Town: Manchester

Foundation: Concrete

Roof: Shingle-Asphalt

Cars: 1

Garage: 1 Parking Space, Under

Basement: Partial, Unfinished

Remarks: Truly adorable 2 bedroom ranch with plenty of parking (double driveways AND garage!) and space to play out back. Perfect starter home with potential for even more living space in lower level. Newer appliances, hardwood floors, lots of cabinets and counter space in kitchen plus updated double vanity in bath. Motivated Seller says come take a look (not a short sale or foreclosure)! Minutes to So. Willow shopping, I-93 and Routes 293/3/101. Nature buff? Take advantage of the great bicycle and walking path steps away that runs by Nuits Pond and little league field. Come take a look!

Prepared by Jennifer Frost of Prudential Verani Realty.

The accuracy of all information is deemed reliable, but is not guaranteed. Information obtained from the Northern New England Real Estate Network.

Very Verani
www.verani.com

Comparable Properties



SOLD 141 Cohas Avenue

List Price: \$139,900

List \$ SqFt: \$153.40

Finished SqFt: 912

Year Built: 1958

Bedrooms: 3

Full Baths: 1

Sewerage: Public

Lot Acres: 0.2

Amenities:

Remarks: Wonderful ranch home on .23 acres, great backyard ready to enjoy! 3 bedrooms and 1 bath, full walk out basement that is ready to be finished. Hardwood floors in living room and 2 of the 3 bedrooms. Kitchen and bath needs a little updating, but has been maintained over the years. Roof is less than 10 years old! Quick close possible. Listen close - opportunity is knocking!!!

Sold Price: \$121,000

Sold \$ SqFt: \$132.68

Type: Ranch

Construction: Existing

Exterior: Clapboard

Total Baths: 1

Heat: Baseboard

Heat Fuel: Oil

Days on Market: 39

Taxes: \$3,755

Town: Manchester

Foundation: Concrete

Roof: Shingle-Asphalt

Cars: 0

Garage: 2 Parking Spaces

Basement: Full, Interior Stairs



SOLD 1639 Brown Ave

List Price: \$144,900

List \$ SqFt: \$142.06

Finished SqFt: 1020

Year Built: 1962

Bedrooms: 2

Full Baths: 1

Sewerage: Public

Lot Acres: 0.3

Amenities: Dining Area, Eat-in Kitchen, Fireplace-Wood

Remarks: Open concept floorplan with newer eat-in kitchen, fireplaced living room, 2 bedrooms and 1 full bath. Partially finished lower level. Newer heat & vinyl windows, Gas heat and 2 car attached garage. Large breezeway. Above ground pool. Notice to show, Assisted.

Sold Price: \$144,900

Sold \$ SqFt: \$142.06

Type: Ranch

Construction: Existing

Exterior: Vinyl

Total Baths: 1

Heat: Hot Water

Heat Fuel: Gas-LP/Bottle

Days on Market: 11

Taxes: \$4,143

Town: Manchester

Foundation: Concrete

Roof: Shingle-Asphalt

Cars: 2

Garage: 2 Parking Spaces, Attached

Basement: Bulkhead, Full

Prepared by Jennifer Frost of Prudential Verani Realty.

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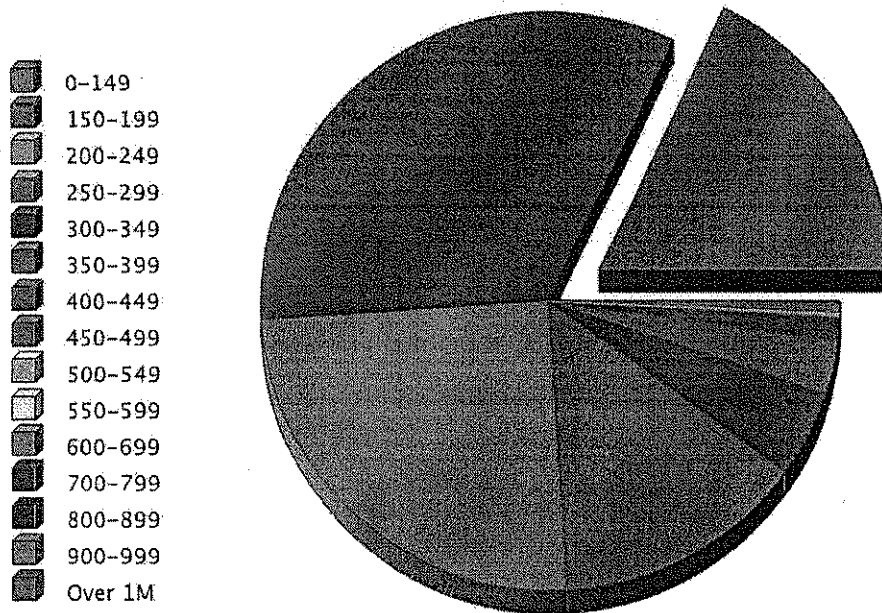
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Additional Manchester Statistics

2/1/13 - 8/12/13

Current Listings	297
Average Price	\$227,280
Average Days On Market	88
Currently Under Agreement	171
Average Price	\$193,493
Average Days On Market	63
Sold Listings	367
Average Price	\$193,857
Average Days On Market	62

Overall Price Distribution



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Additional Manchester Statistics

2/1/13 - 8/12/13

Price Range-K	# Current Listings	Average DOM
0-149	29	101
150-199	99	80
200-249	87	76
250-299	48	92
300-349	15	132
350-399	13	127
400-449	4	56
450-499	0	
500-549	1	80
550-599	0	
600-699	1	375
700-799	0	
800-899	0	
900-999	0	
Over 1M	0	

Price Range-K	# Sold	Average DOM	% Sold to List Price
0-149	100	65	%96.45
150-199	115	58	%98.56
200-249	87	59	%98.75
250-299	36	73	%98.77
300-349	18	27	%98.57
350-399	4	216	%99.11
400-449	3	59	%95.39
450-499	3	118	%97.27
500-549	0		
550-599	1	80	%91.68
600-699	0		
700-799	0		
800-899	0		
900-999	0		
Over 1M	0		

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Neighborhood Data

Current - U/A - Sold

Within 1 mile of 4014 Brown Ave Manchester, NH

2/1/13 - 8/12/13

Address	List Price	Sold Price	DOM
100 Roseanne Lane, Manchester	\$194,900		99
4716 Brown Avenue, Manchester	\$199,900		48
65 Brent St., Manchester	\$210,900		87
395 BRENT STREET, Manchester	\$234,900		14
94 Pullman Street, Manchester	\$235,900		63
325 Brent Street, Manchester	\$239,000		24
325 Brent Street, Manchester	\$249,000		18
4317 Brown Ave, Manchester	\$254,800		63
4540 Brown Avenue, Manchester	\$269,900		83
55 Pine Ave, Manchester	\$269,900		17
92 Charlott, Manchester	\$199,900	U/A	148
4543 BROWN AV, Manchester	\$249,900	U/A	87
324 Hazelton Avenue, Manchester	\$155,000	U/A	NA
119 Brent St., Manchester	\$159,300	U/A	50
149 Gantry, Manchester	\$249,900	U/A	28
132 Wildwood Street, Manchester	\$259,900	U/A	14
4481 Brown Ave, Manchester	\$163,000	\$163,000	200
77 Hazelton Court, Manchester	\$169,900	\$169,000	3
320 Hazelton Ave, Manchester	\$199,900	\$189,000	76
124 Broadhead, Manchester	\$199,900	\$198,500	11
317 Trolley Street, Manchester	\$219,900	\$220,000	3
913 Brent Street, Manchester	\$224,900	\$224,900	2
21 Ridgewood Street, Manchester	\$234,900	\$224,500	86
78 Brent Street, Manchester	\$277,900	\$279,900	393
53 Pine Ave, Manchester	\$279,900	\$274,000	245

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Market Summary

For Sale Properties

Address	Bedrms	Bathrms	Property Type	Sq. Ft.	DOM	Price	List\$ SqFt
880 Cilley Road	3	1	Ranch	1020	34	\$149,000	\$146.08
Average Price / Days on Market						\$149,000	34

Pending Sales

Address	Bedrms	Bathrms	Property Type	Sq. Ft.	DOM	Price	List\$ SqFt
233 Gold Street	3	2	Ranch	1160	10	\$106,000	\$91.38
540 Candia Road	3	1	Ranch	1120	7	\$129,900	\$115.98
Average Price / Days on Market						\$117,950	8

Sold Properties

Address	Bedrms	Bathrms	Property Type	Sq. Ft.	DOM	Price	Sold\$ SqFt
53 McQuesten Street	3	2	Ranch	1508	145	\$109,000	\$72.28
385 Gold Street	2	1	Ranch	936	223	\$138,000	\$147.44
141 Cohas Avenue	3	1	Ranch	912	39	\$121,000	\$132.68
1639 Brown Ave	2	1	Ranch	1020	11	\$144,900	\$142.06
Average Price / Days on Market						\$128,225	104

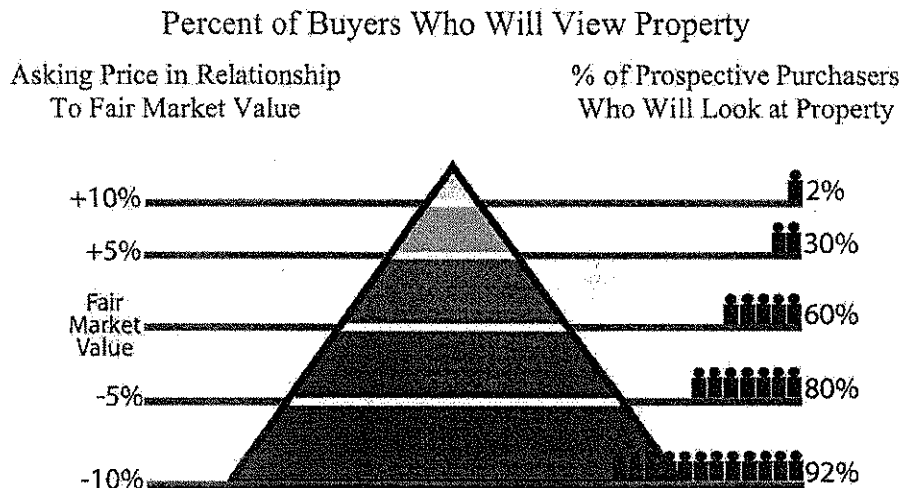
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The Right Price

The only way a qualified buyer can make an offer on your home is if they see it. A listing price that is beyond the current market range can adversely impact the marketing of your property and the eventual sales price.



Recommended Price Range

Pricing your property is crucial. You want to sell your property in a timely manner at the highest price possible. Current market conditions determine the value. Pricing too high or low can cost you time and money. Realistic pricing encourages maximum exposure, buyer excitement and positive offers.

\$110,000 to \$130,000

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Resume & Professional Experience



Jennifer Frost
Prudential Verani Realty
One Verani Way
Londonderry, NH 03053
Office: (603) 845-2123
Cell: (603) 320-5020
Fax: (603) 845-1256
email: jennifer.frost@verani.com

Experience

Experience has never been more critical in meeting market challenges. Jennifer Frost has only had one career since 1985 - Real Estate.

"I sold my first house at the age of 20." Jennifer believes that every referral counts and knows the business of moving - from helping a family locate school information to helping sellers understand the IRS guidelines for relocation transactions or navigate the short-sale process.

"I believe in the Golden Rule. So each time I work with a customer, I'm trying to put myself in their shoes and solve their challenges. When talking with someone who is moving, I feel it is important to answer their concerns and find the humor in what can be a stressful situation."

She's supervised a team of Relocation agents as an Account Manager responsible for more than 192 transactions in 2011. Jennifer has created and implemented marketing strategies to sell hundreds of homes.

Awards

*Prudential Relocation Mentor
Prudential Relocation Award
Certified Relocation Professional
Accredited Buyer Representative
Special Asset Management Certified
Five Star Certified
Senior Real Estate Specialist
HUD Registered Selling Broker*

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Education

"Learn One New Thing!" is a familiar motto at Prudential Verani Realty and Jennifer has taken advantage of specialized training in Relocation, Buyer Representation, Senior Real Estate, REO Assets and Short Sales.

Community

Jennifer lived in four different states growing up, so she understands the adventure and apprehension of relocating! She has called New Hampshire home since 1992 and enjoys the five seasons (spring, summer, fall, winter and mud) and the picturesque countryside while staying close to all the conveniences.

Personal

In her free time, Jennifer can be found at the library, skiing, solving a puzzle, remodeling her house (it never ends...) or practicing yoga.

Visit Jennifer's website at www.itsyourmove.us

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and its affiliates are Equal Housing Opportunity Providers.
For your real estate needs, call or visit 800.721.6100. Visit us at www.verani.com

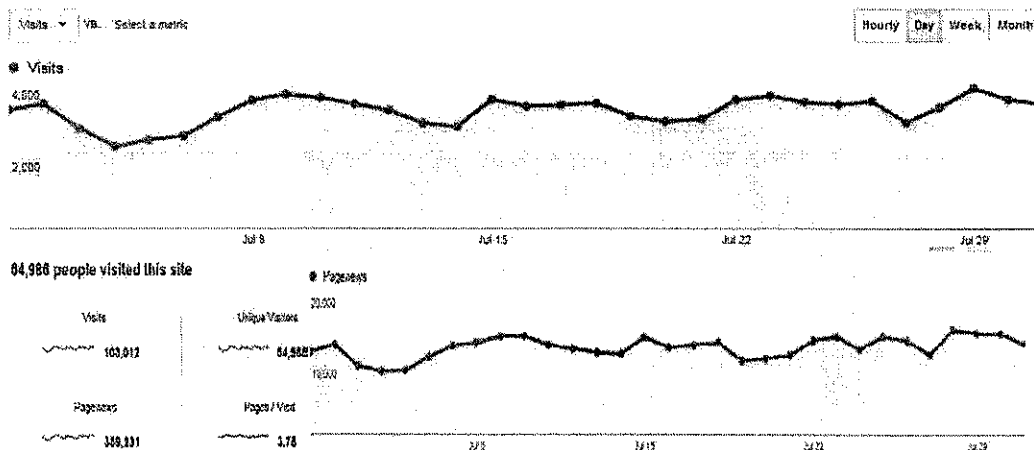
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July 2013

The Prudential Verani Realty Advertising Advantage

	Monthly Totals
Total Sessions	103,012
Page Views For Month	389,231
Page Views Per Visit	3.78
Absolute Unique Visitors	64,983
E-Leads Received	804
Broker Showings On Our Homes	2102

Verani Featured Homes seen on average 370 times!



Our listings are promoted on:



YAHOO! REAL ESTATE

YouTube



Google

msn

trulia

AOL

HomeFinder.com

NH.com

homes.com

LYCOS

FRONTDOOR

craigslist

oodle

Zillow.com

Seacoastonline.com

roost

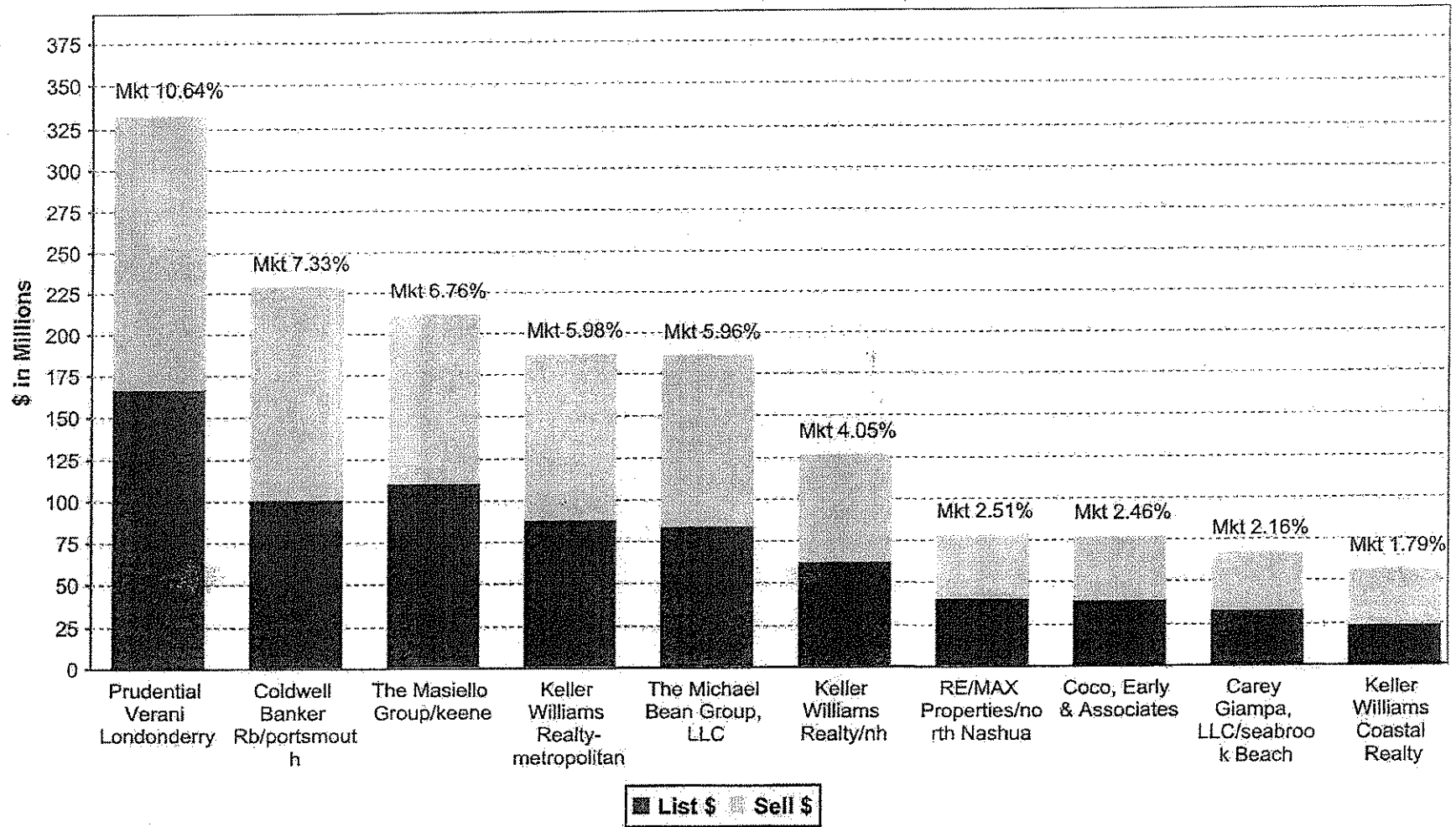
cyberhomes

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Market Share Totals Total \$ Volume (By Broker)

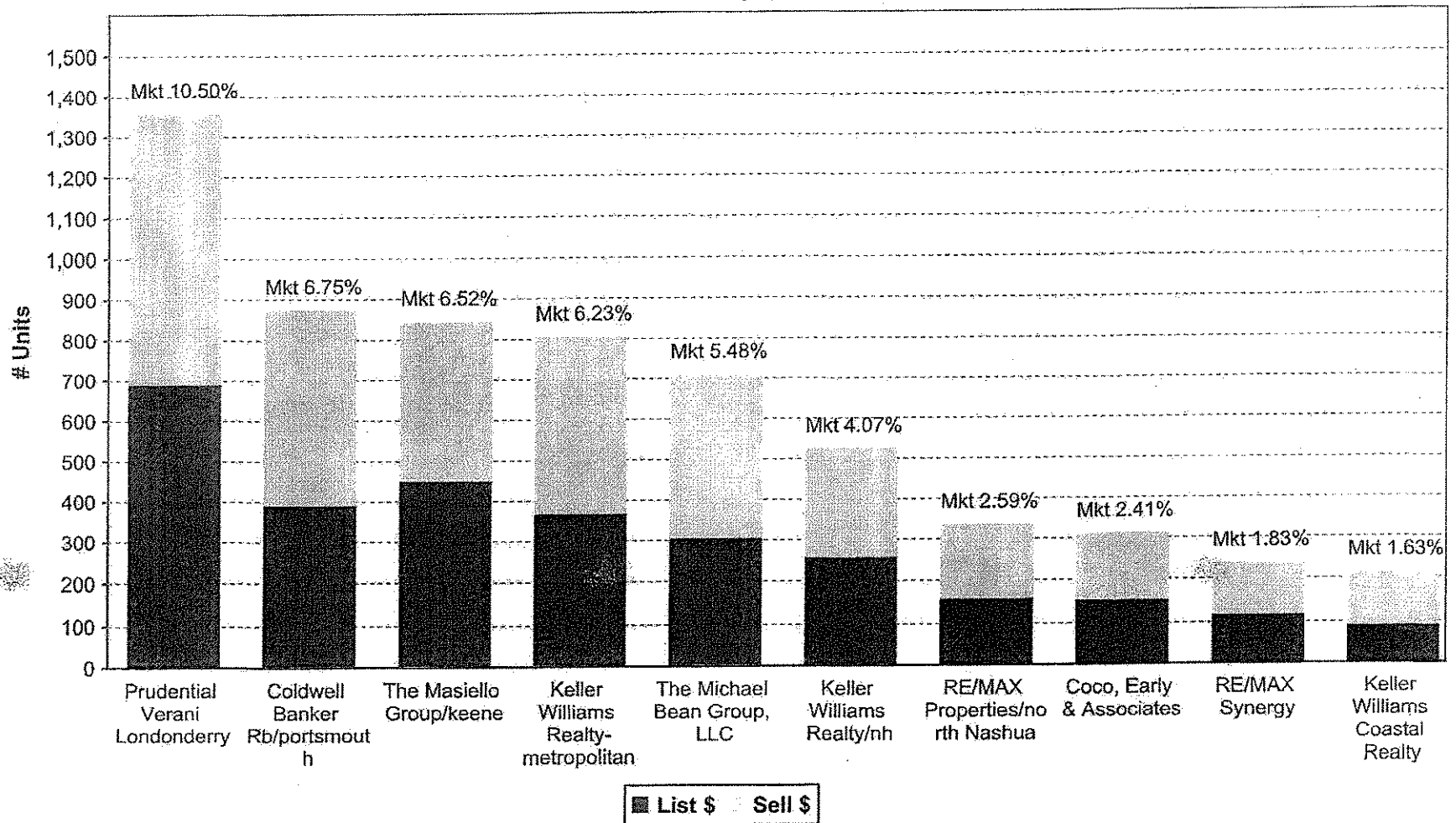
Prudential Verani Realty



MLS: NNEREN Date: 01/01/2013 - 07/24/2013 Type: Broker Status: Sold Price: All Construction Type: All Bedrooms: All Bathrooms: All
 Property Types: Residential: (Single Family), Mobile Home: (Mobile Home), Condominium: (Condominium), Lots: (Land), Multi Family: (Multi Family), Other Classes: (Commercial)
 County: HillsboroughNH, MerrimackNH, RockinghamNH

Market Share Totals Total # Units (By Broker)

Prudential Verani Realty



MLS: NNEREN Date: 01/01/2013 - 07/24/2013 Type: Broker Status: Sold Price: All Construction Type: All Bedrooms: All Bathrooms: All
 Property Types: Residential: (Single Family), Mobile Home: (Mobile Home), Condominium: (Condominium), Lots: (Land), Multi Family: (Multi Family), Other Classes: (Commercial)
 County: HillsboroughNH, MerrimackNH, RockinghamNH

STATE OF NEW HAMPSHIRE
INTER-DEPARTMENT COMMUNICATION

FROM: Charles R. Schmidt, PE
Administrator



DATE: September 13, 2013

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

SUBJECT: Sale of State Owned Land in Windham
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 Shea Commercial Properties, Inc. with the real estate commission of 6% for the sale of a 0.75 +/- of an acre parcel of State owned land located on the southwest corner of Lamson Road and Roulston Road in the Town of Windham for \$90,000.00, 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 southwest corner of Lamson Road and Roulston Road in the Town of Windham.

This parcel, consisting of approximately 0.75 +/- of an acre, is the combination of two (2) contiguous parcels of State owned land and are remnants of a larger parcel acquired in connection with the construction of the Windham- Salem NH Route 111 bypass project.

The Department will also retain slope and drainage easements as shown on the highway plans.

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 three (3) firms. Data from each market analysis is listed below as follows:

Shea Commercial Properties, Inc. 88 Stiles Road, Suite 204 Salem NH 03079	\$90,000.00
KW Commercial 168 South River Road Bedford NH 03110	\$117,200.00
Coldwell Banker, Residential Brokerage 4 Nashua Road Derry NH 03038	\$125,000.00
State Appraisal	\$71,000.00

In accordance with Tra 1003.03, the Pre-qualification Committee reviewed the above information and felt that a value of ninety thousand (\$90,000.00) dollars was an appropriate value for this property and selected Shea Commercial Properties, Inc. 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:

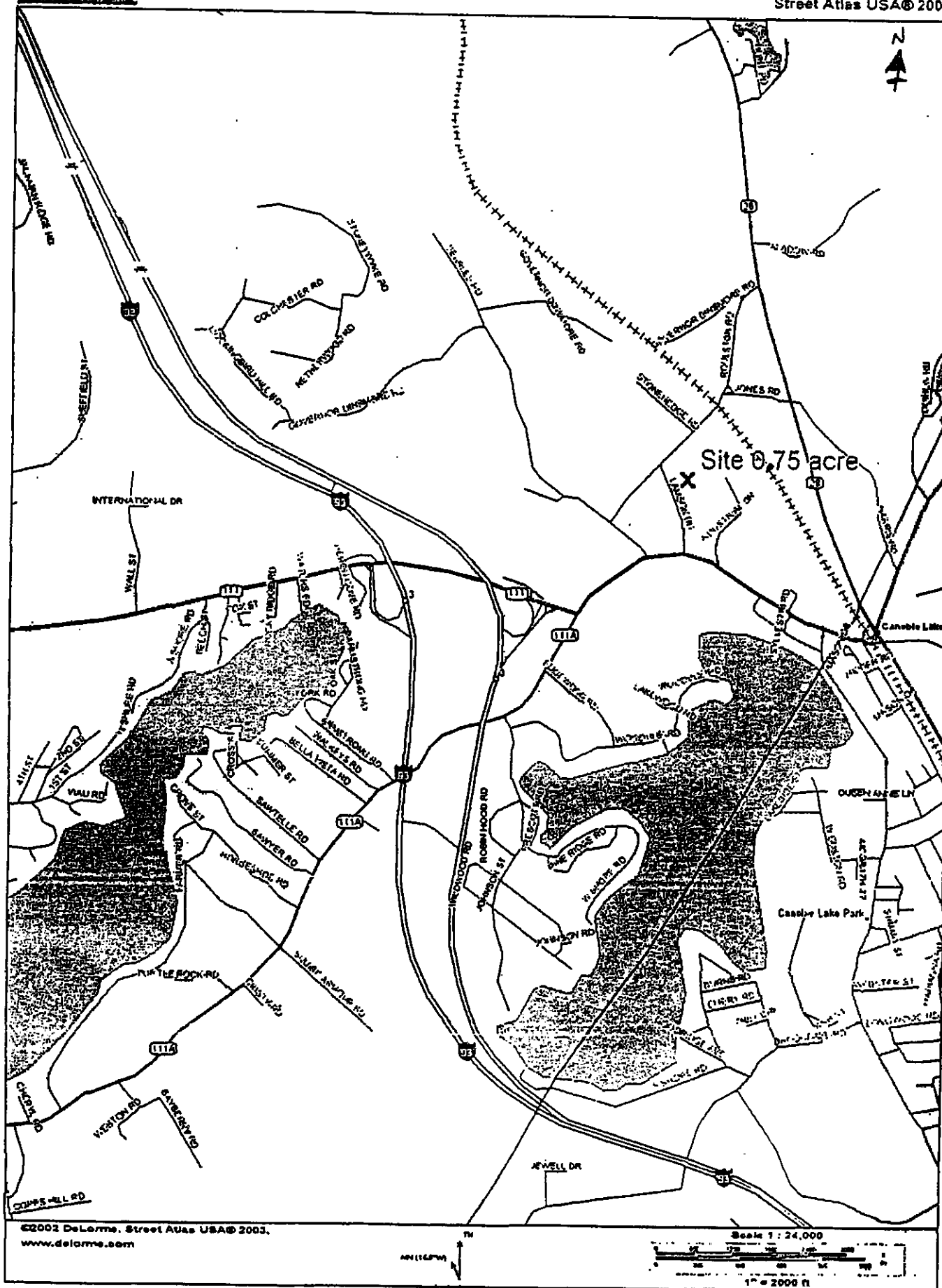
1. NH Housing Finance Authority
2. Town of Windham

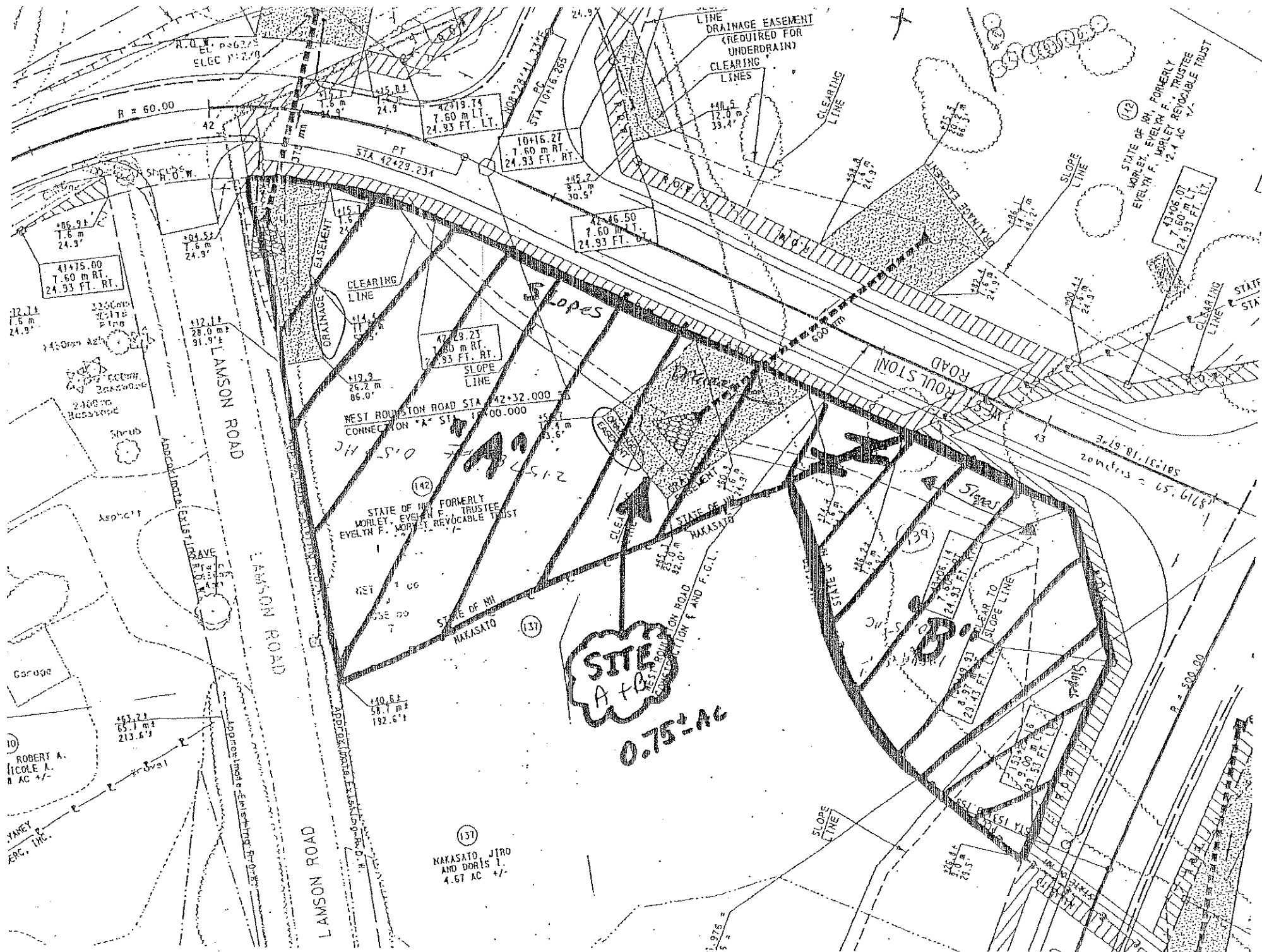
It will also be specified in the listing agreement that the selected real estate firm will not collect a commission for sales to any of the above-listed entities, or any State agency that may express interest in the property.

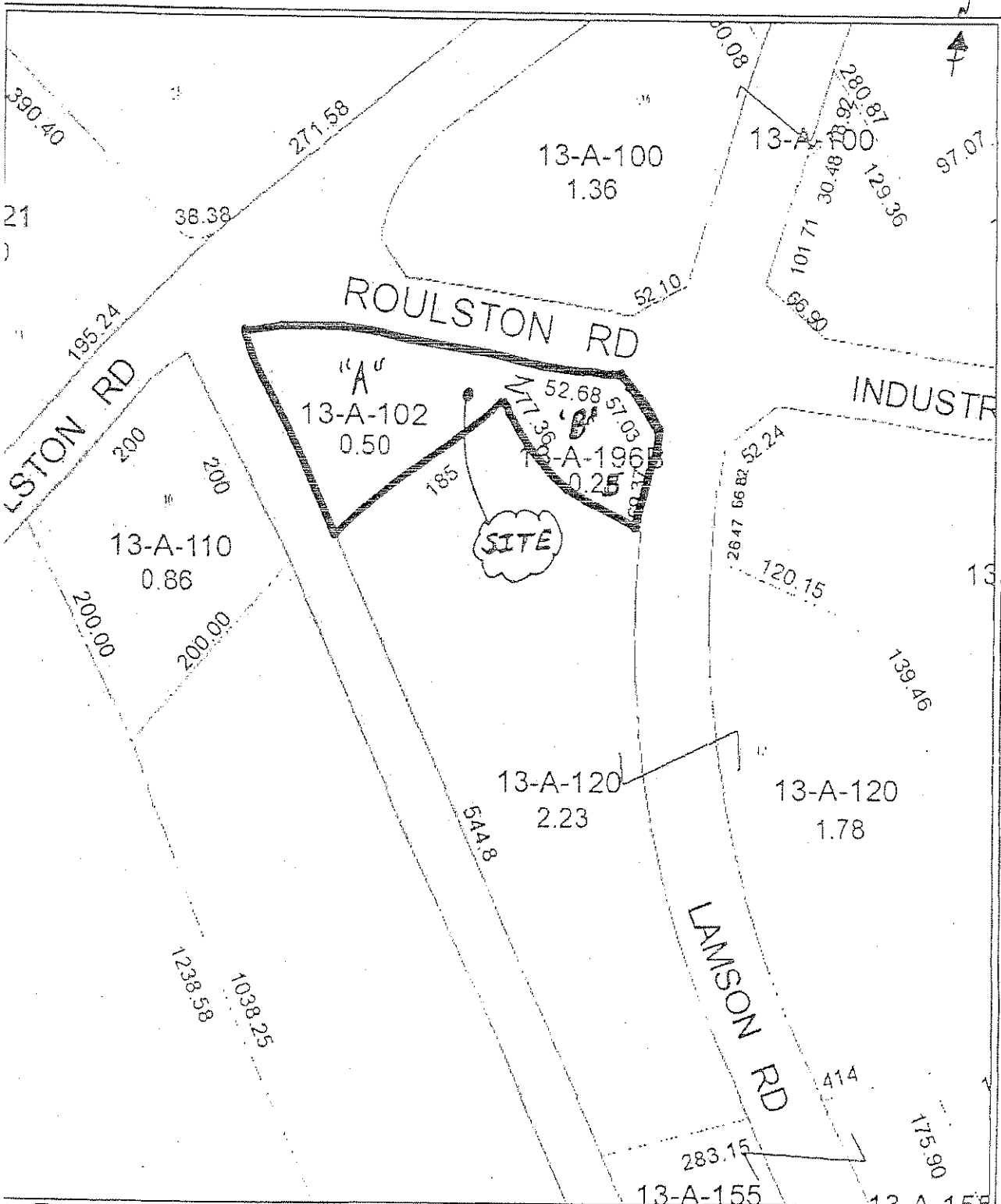
In addition, the Department will assess an additional Administrative Fee of \$1,100.00 to the purchase price.

Authorization is requested from the Committee to enter into a listing agreement with Shea Commercial Properties, Inc. at a value of ninety thousand (\$90,000.00) 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







TAX MAP
Windham, NH
1 Inch = 112 Feet



Data shown on this map is provided for planning and informational purposes only. The municipality and Cartographic Associates, Inc. are not responsible for any use for other purposes or misuse or misrepresentation of this map.

www.ca-info.com

CARTOGRAPHIC ASSOCIATES, INC.

Summary Appraisal Report
Of two vacant lots totaling 0.89 +/- Acre

Located at:
12 Roulston Road and Lamson Road
Windham, New Hampshire

Property Owner:
The State of New Hampshire
Surplus Land, Map 13A, Lots 102 and 196B
Reference: Project #10075 Parcels 139 & 142

as of:
March 12, 2013

Prepared for:
Mr. Stephen Bernard
Chief Right of Way Appraiser
Bureau of Right of Way
State of New Hampshire
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

Letter of Transmittal

April 23, 2013

Mr. Stephen Bernard
Chief Right of Way Appraiser
Bureau of Right of Way
NH Department of Transportation
7 Hazen Drive, PO Box 483
Concord, New Hampshire 03302-0483

Re: Real Estate Appraisal of Property
Owned by: The State of New Hampshire
Located at: 12 Roulston Road and Lamson Road in Windham, NH

Dear Mr. Bernard,


I have prepared this summary appraisal report per the request for the *market value estimate* of state-owned surplus property. The surplus parcel (reference: 10075-102 Morley and 196B Colley) is located at the corner of 12 Roulston Road and Lamson Road in Windham, Map ID 13, Block A, Lots 102 and 196B with a total of 0.89 acres more or less of vacant land. The intended use of this appraisal is to estimate the Market Value of the fee simple interest on the subject property for a potential sale.

I have made an inspection of the property. I gathered information on comparable properties in the market area. The comparable properties have been confirmed and included in the analysis and considered for the sales comparison, income and cost approaches. The report is governed by the assumptions and limiting conditions of this project and are summarized in a later section. I have taken into consideration all factors that I considered 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 with 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 analysis, I have formed the opinion that the subject property has an estimated Market Value of **\$71,000.00** as of **March 12, 2013**.

Respectfully submitted,



Pollyann D. Printy
Right of Way Appraiser

Assumptions And Limiting Conditions

Assumptions

For this report I have assumed:

- ♦ All maps, plans, and photographs that I 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;

Extraordinary Assumptions and Hypothetical Assumptions

- ♦ None

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.
- ♦ Unless otherwise stated in this report, 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 properties. I am 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. My value estimate is predicated on the assumption that no such materials are 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.

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 engagement in this assignment was not contingent upon developing or reporting predetermined results.
- ♦ 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 not appraised nor performed any valuation service for the subject property in the past three years.


Additional State & Federal Certifications

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

- ♦ My appraisal was made and the appraisal report prepared in conformity with the Uniform Standards for Federal Land Acquisitions (UASFLA);
- ♦ 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;
- ♦ I have not revealed the findings and results of the appraisal to anyone other than the property officials and it's agents at the State of New Hampshire Department of Transportation or officials of the Federal Highway Administration and I will not do so until so unless 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.

April 23, 2013

Date



Signature

Summary of Appraisal: The subject property appraised is comprised of two vacant land remnants consisting of Lot 102 with 0.50±-acres (acquired in 2005) and Lot 196B with 0.28±-acres (in 1998) that were acquired by the State of New Hampshire as part of the Windham-Salem, NHS-RS-RUR-M-STP-F-T-038-1(5), 10075E project and being near the relocated Roulston Road / Lamson Road construction center.

The discontinued portion of Lamson Road was voted upon and amended by a town meeting and voted to designate discontinued portions of the road, from the centerline to each of its abutters. I have added the 0.11±-acres for the discontinued Lamson Road area and appraised the subject site, as though assembled with 0.89±-acres.

The state will reserve all slopes, drainage and other necessary easements as shown on the NHDOT plans.

Assignment

Purpose of the Appraisal: The purpose of the appraisal is to estimate the market value of the fee simple interest of the subject property.

Market Value: As referred to herein, the term *Market Value* is defined by *The Uniform Appraisal Standards for Federal Land Acquisitions*, as follows:

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.

Property Rights Appraised: The fee simple interest of the subject site has been appraised. Fee Simple interest is defined in the *Dictionary of Real Estate Appraisal, 4th ed.* (Chicago: Appraisal Institute, 2003), as:

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

Client: The New Hampshire Department of Transportation (NHDOT)
Rep: Phillip Miles,
Chief Property Manager
7 Hazen Drive
Concord, NH 03302
Telephone: (603) 271-3222

Intended User: Agents and officials of the New Hampshire Department of Transportation.

Intended Use: This report will be used as a basis for determining an asking price to negotiate a potential sale of surplus land.

Inspection: I inspected the property on March 12, 2013.

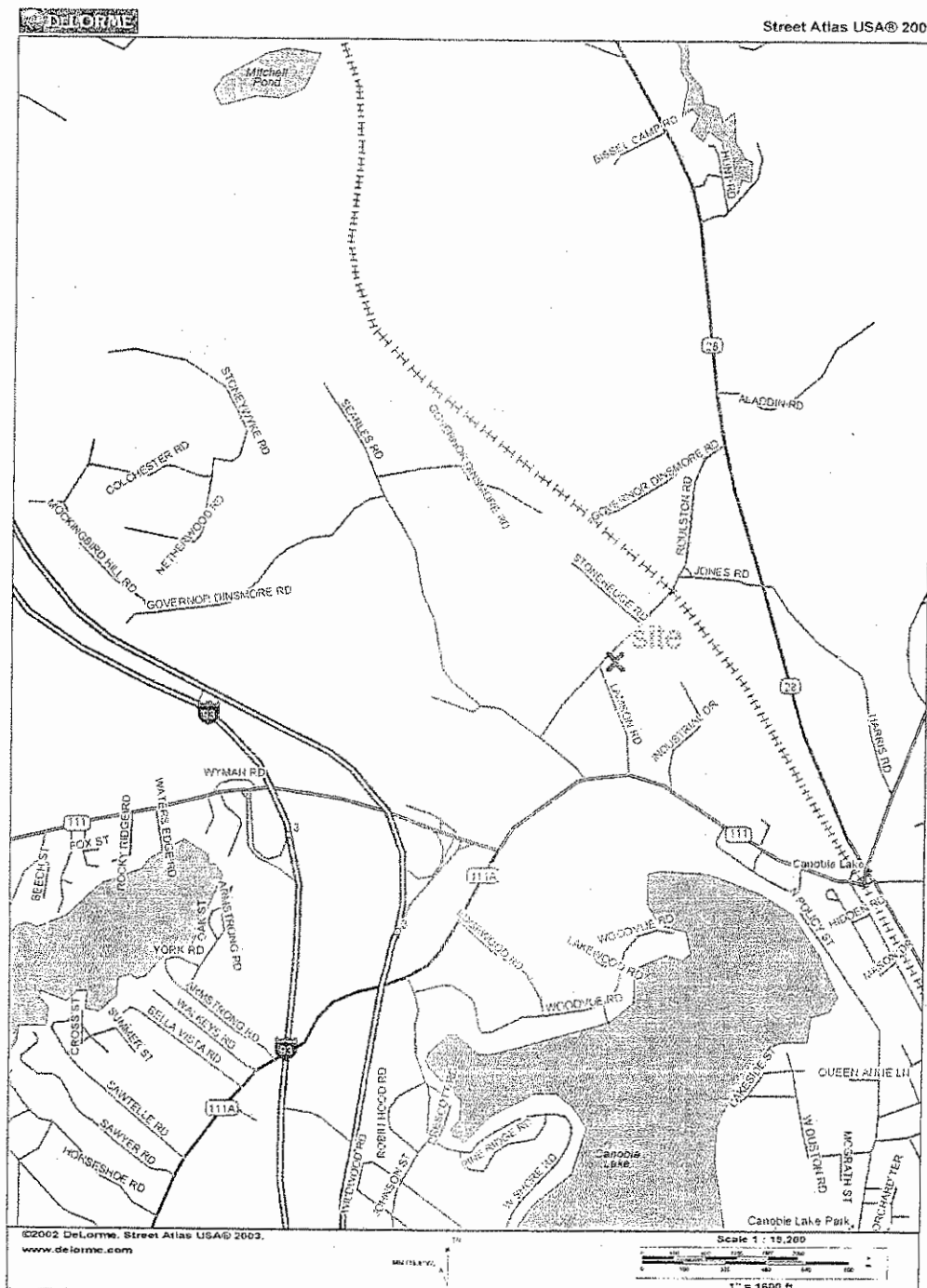
Scope of Work

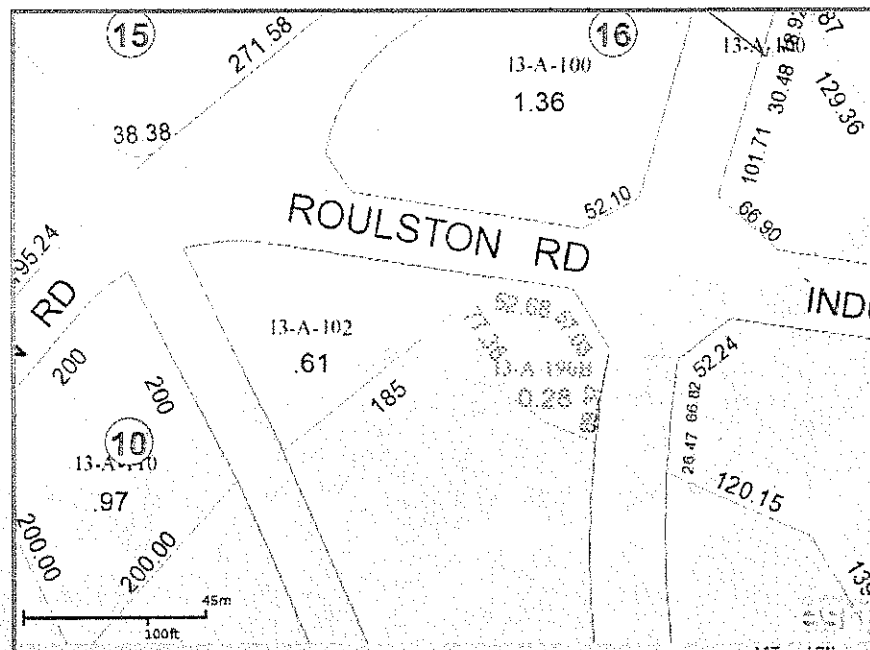
The scope of work is the process of collecting, verifying, and reporting data. My investigations and research included an on-site inspection and photographing the subject property on March 12, 2013. I examined Town and County property records including assessment data and taxes, zoning regulations, and

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 considered the three approaches and developed the sales comparison approach to arrive at an opinion of value of the fee simple interest in the subject property.

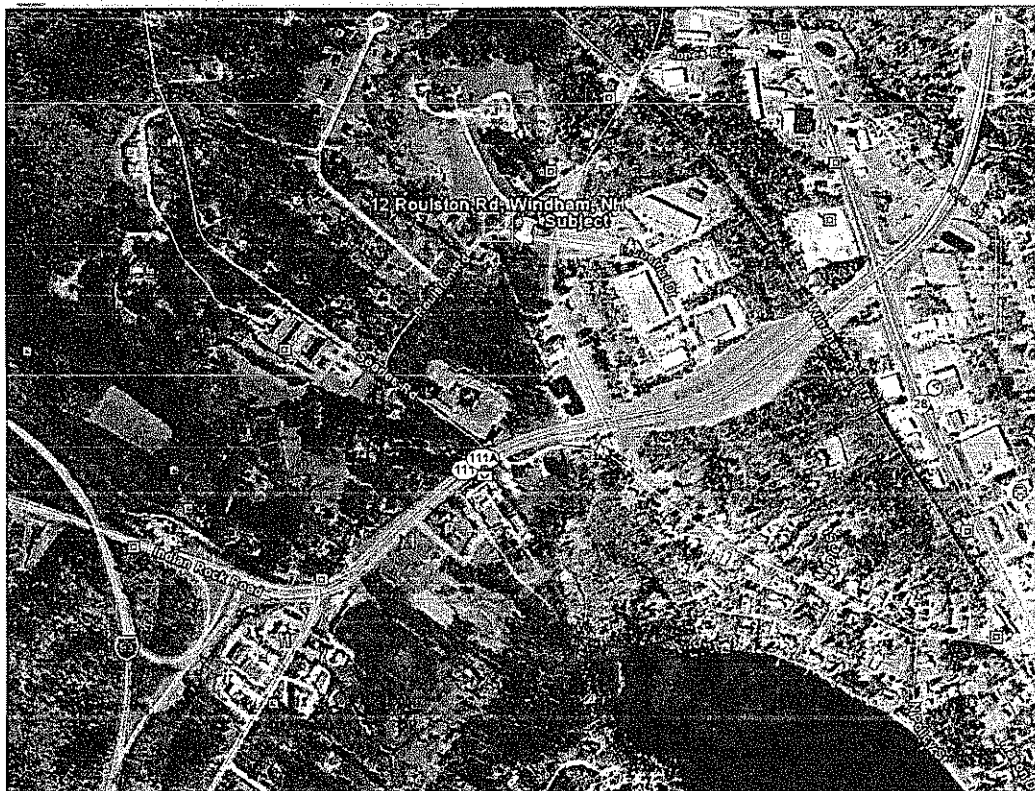
I compiled comparable land sales data, verified and analyzed the data, estimated the value of the subject site, and prepared this summary appraisal report in compliance with USPAP 2-2(b) to convey my findings, the market data, and the analyses.

Location Map





Windham Public GIS View of the Subject Parcel – 13-A-102 & 13-A-196B



Aerial Photo- subject area

Photographs of Subject Property – March 12, 2013

By: Pollyann Printy



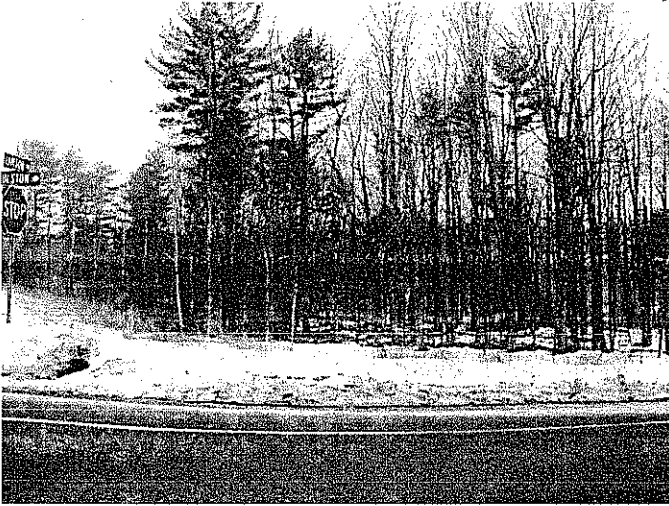
Westerly view of the subject from the NW side of Industrial Drive facing Roulston Rd and Lamson Rd



Easterly view of the subject from Lamson Rd
(facing toward Roulston Rd, Industrial Dr & Old Lamson Rd)

Photographs of Subject Property – March 12, 2013

By: Pollyann Printy



Westerly views of the subject



SW view of the subject (Lot 102) from Lamson Rd



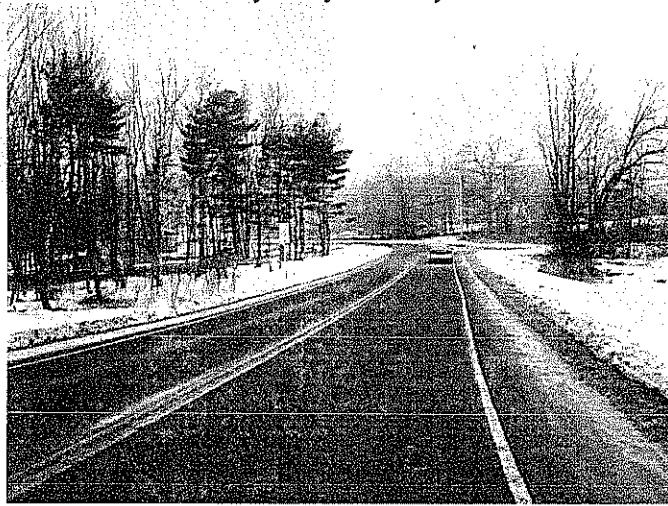
Easterly view of subject from Old Lamson Rd



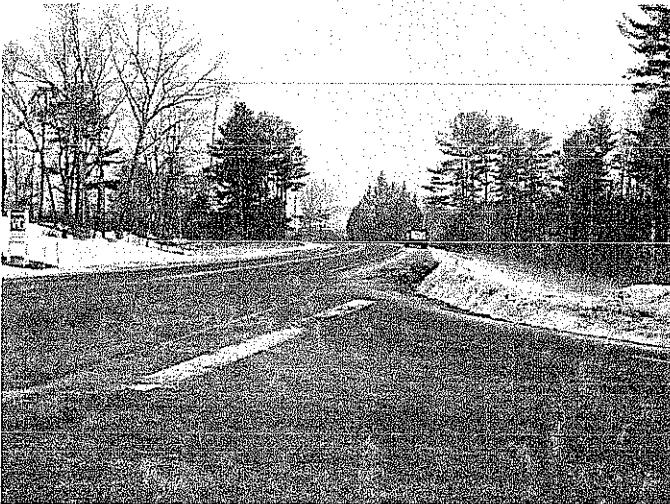
Easterly view of the subject from Lamson Rd (w/ discontinued Lamson Rd) - taken March 20, 2013

Street Scenes - Photographs – March 12, 2013

By: Pollyann Printy



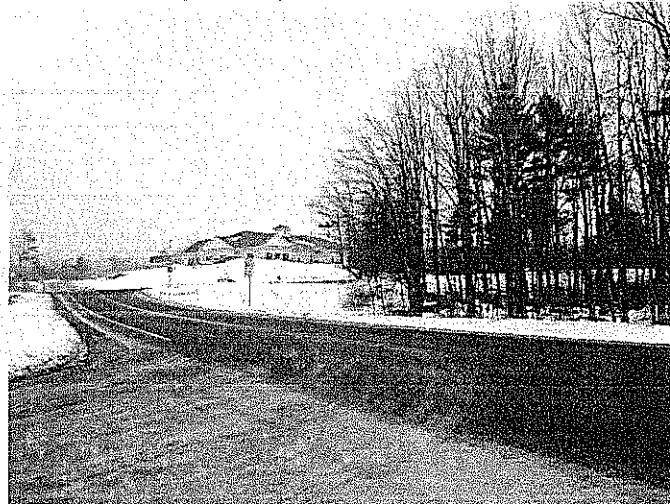
Lamson Rd facing west (subject on left side)



Roulston Rd facing south (Lot 196B on right side)



Roulston Rd facing north



Roulston Rd facing east (subject on right, Sale L-2 improvement on Industrial Dr)

Area and Neighborhood Data

History

Windham is a residential "bedroom" community with historical sites such as Searles School which has been restored; the Searles Castle, owned and renovated by the Sisters of Mercy; the Bartley House, the Armstrong Memorial Building that houses the Town's museum; the Governor Dinsmore plaque; and Garaphelia Park. The Searles School and Chapel are registered on the National Register of historical sites.

Windham is located in the area of southern New Hampshire between the Massachusetts border and Manchester, NH, the largest city in the State. Windham is bordered by the towns of Londonderry to the northwest, Derry to the north, Salem to the east, Pelham to the south, and a northeast section of Hudson to the west.

Market Area

Location	<input type="checkbox"/> Fully Dev.	Urban	<input checked="" type="checkbox"/>	Suburban	<input type="checkbox"/>	Rural
Built Up		Over 75%	<input checked="" type="checkbox"/>	25% to 75%	<input type="checkbox"/>	Under 25%
Growth Rate		Rapid	<input type="checkbox"/>	Steady	<input checked="" type="checkbox"/>	Slow
Property Values		Increasing	<input checked="" type="checkbox"/>	Stable	<input type="checkbox"/>	Declining
Demand/Supply		Shortage	<input checked="" type="checkbox"/>	In Balance	<input type="checkbox"/>	Over Supply
Marketing Time		Under 3 mo.	<input checked="" type="checkbox"/>	4-6 mo.	<input type="checkbox"/>	Over 6 mo.
Change in Present Land Use		Not Likely	<input type="checkbox"/>	Likely	<input checked="" type="checkbox"/>	Taking Place
Predominant Occupancy		<input checked="" type="checkbox"/> Owner	<input type="checkbox"/>	Tenant	<input type="checkbox"/>	

	Good	Avg.	Fair	Poor
Employment Stability	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience to Employment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience to Shopping	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience to Schools	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Adequacy of Public Transportation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Recreational Facilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Adequacy of Utilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Property Compatibility	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Protection from Detrimental Conditions	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Police and Fire Protection	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
General appearance of properties	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Appeal to market	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Population Trends				
	1990	2000	2010	2011
Windham	9,020	10,845	13,592	13,638
Change (%)		20.2	25.3	0.3
Rockingham County	246,744	278,748	295,223	295,608
Change (%)		13.0	5.9	0.1
New Hampshire	1,109,252	1,235,786	1,316,256	1,318,000
Change (%)		11.4	6.5	0.1

Transportation

The area can be navigated by means of routes 28, 111, 111A, 128, and I-93 exit 3 provides interstate access. The subject neighborhood is located between Route 111 and Route 28, easterly from Exit 3 interchange of I-93. There is no public transportation in Windham. The nearest public use airport is the Manchester-Boston Regional Airport which is 20 miles away in Manchester, NH; and a general aviation area at Boire Field in Nashua. Windham is located within a driving distance to Manchester, NH - 20 miles, Portland, ME - 96 miles, Boston, MA - 36 miles.

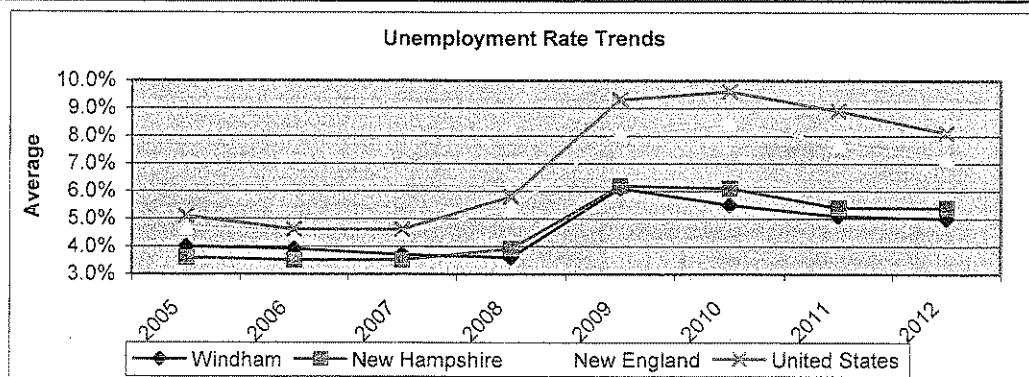
Education

The Windham school system serves over 2,800 students at four community schools from kindergarten through 12th grade. The nearest colleges include Nashua Community College, Chester College of New England, Rivier College and Daniel Webster College.

Employment

The largest employers - # of employees in the area include Shaw's Supermarket – 139, Cyr Lumber – 80, Windham Terrace Communities – 60, AJ Letizio – 40, AP Daily – 40, Park Place Lanes – 38, International Adhesive – 36, Fairpoint Communications – 20, Capital Transportation – 15, Winmill Equipment Corp. – 15.

Unemployment Rates								
	2005	2006	2007	2008	2009	2010	2011	2012
Windham	4.0%	3.9%	3.7%	3.6%	6.1%	5.5%	5.1%	5.0%
New Hampshire	3.6%	3.5%	3.5%	3.9%	6.2%	6.1%	5.4%	5.4%
New England	4.7%	4.5%	4.5%	5.4%	8.1%	8.5%	7.7%	7.2%
United States	5.1%	4.6%	4.6%	5.8%	9.3%	9.6%	8.9%	8.1%



Economic Base

The neighborhood is a mixture of commercial, residential and light industrial developments. The area includes a filling station/ convenience store, a McDonalds restaurant, a day care, the Sisters of Mercy residential hall, nursing home and offices; as well as other office buildings, a plant nursery and a church with a school, an electronics company and other light industrial buildings, and commercial use properties. These properties benefit from the proximity and good accessibility to I-93 and surrounding population density.

Windham Utilities/Services include:

Electric Supplier	PSNH; Granite State
Natural Gas Supplier	Petroleum NH Gas
Water Supplier	Pennichuck Water Works
Sanitation	Private septic
Municipal Wastewater Treatment Plant	No
Solid Waste Disposal - Curbside Trash Pickup	Private
Pay-As-You-Throw Program/ Recycling Program	No
Telephone Company	Fairpoint
Cellular Telephone Access	Yes
Cable Television Access	Yes
Public Access Television Station	Yes
High Speed Cable Internet Service:	Yes
Public Library	Nesmith
Police and Fire Department	Full-time / Full time

Property Description

Site Description

The following is a summary of the physical characteristics of the subject site:

Size:	0.89±-acre
Shape:	Irregular with a varied depth to a maximum 185± feet deep and 486.7 feet wide. See Site Plan for more details.
Frontage:	352.70 feet of road frontage along the south side of Roulston Rd, 134 feet of road frontage along the westerly side of Lamson Road and 185.37 feet of road frontage along the discontinued Lamson Rd
Street Access:	Lamson Road – from the paved discontinued Lamson road.
Ingress/Egress:	Good
Topography:	The site is below grade of Lamson and Roulston Road that levels out, some cleared area with an area of woodlands.
Soils:	The multiple soil type on the subject site is a Chatfield-Hollis-Canton complex, with 3 to 8 percent slopes, very stony As evidenced by nearby construction, the soils on the site are suitable for development.
Drainage:	Appears adequate, the site is encumbered with two drainage easements.
Utilities:	The property has access to electric, telephone and cable at the road. There are no municipal water, sewer or natural gas services on the subject or road. Private water and septic systems are required.
Easements:	Drainage and slope easements – encumbered by the State of NH.
Signage:	None.
Flood Map:	Community No. 33017C, Panel 381D. Dated May 17, 2005 and Community No. 33015C, Panel 534E. Dated May 17, 2005
Flood Zone:	There are no signs of wetlands on the property. According to the FEMA Flood Zone Map (Panel 33015C0534E, dated 5/17/2005), the site is located in Other Areas Zone X, which is determined to be outside the 0.2% annual change floodplain.
Present Use:	Vacant land.
Development Potential:	The subject is a non-conforming site that would permit development outside the setback areas. The subject has very good frontage on Roulston Road and Lamson Road with an existing access via the portion of Lamson Road. The subject site is 0.89-acres in size and has a development potential of 1540 sf per level (27'-6" x 56') for use as an office or light industrial use.

The subject property is a non-conforming lot with frontage on Roulston Road and Lamson Road. The subject's surrounding roads are rural, winding roads. The subject is located in the limited industrial district at the intersection of Roulston Road, Lamson Road and Industrial Drive. The subject will require a variance for size for site development.

Site Plan

O Roulston Property Parcel RTA in
 Sun T. Subj. 1 ac. Total
 Equal Contribution in Base Unit

Common Office Bldg.
 27'-6" x 36" = 1548 SF (Imperial: 17.0688 x 8.38)
 Office, Conf. Rm., Kitchen, mech, closet, BATH
 meters (8.38m x 17.07m)

Brk 15'-0" x 36" = 875 SF 17' x 17'

5 offices (4.815 m x 17.07 m)

10' x 10'

living

living + Bath

Also good for restaurant, French 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 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1847, 1848, 1849, 1850, 1851, 1852, 1853, 1854, 1855, 1856, 1857, 1858, 1859, 1860, 1861, 1862, 1863, 1864, 1865, 1866, 1867, 1868, 1869, 1870, 1871, 1872, 1873, 1874, 1875, 1876, 1877, 1878, 1879, 1880, 1881, 1882, 1883, 1884, 1885, 1886, 1887, 1888, 1889, 1890, 1891, 1892, 1893, 1894, 1895, 1896, 1897, 1898, 1899, 1900, 1901, 1902, 1903, 1904, 1905, 1906, 1907, 1908, 1909, 1910, 1911, 1912, 1913, 1914, 1915, 1916, 1917, 1918, 1919, 1920, 1921, 1922, 1923, 1924, 1925, 1926, 1927, 1928, 1929, 1930, 1931, 1932, 1933, 1934, 1935, 1936, 1937, 1938, 1939, 1940, 1941, 1942, 1943, 1944, 1945, 1946, 1947, 1948, 1949, 1950, 1951, 1952, 1953, 1954, 1955, 1956, 1957, 1958, 1959, 1960, 1961, 1962, 1963, 1964, 1965, 1966, 1967, 1968, 1969, 1970, 1971, 1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 216

History of Property

Parcel	Book/Page	Grantor	Grantee	Date	Notes
142	4494/1853	Evelyn F. Morley, Trustee - Evelyn F. Morley Rev Tr,	State of New Hampshire	6/9/2005	Warranty Deed, was 2.4-acres
139	3283/0490	Eugene O. Colley	State of New Hampshire	4/3/1998	Warranty Deed, was 5.883-acres

Transfer Notes: According to my client, portions of the acquired properties have sold including a certain parcel of land situated on the south side of Industrial Drive, shown on tax map 13-A-196 containing 1.993-acres on 1/12/2012. In addition, the single-family residential located at 16 Roulston Road was sold on 11/30/2011.

The subject parcels are the remainder contiguous remnants that will be transferred together with the State of NH reserving necessary drainage and slope easement areas. The subject site has not been listed for sale and is not under contract or option.

The Town of Windham voted to discontinue sections of Lamson Road that were bypassed by the Route 111 project. A portion of Lamson Road includes a 0.11-acre section that abuts the subject. The town voted to convey the land to the abutting property owners on each side of the former road as described in Windham's 2012 Annual Report, Article 15, that was provided to me by the Town Administrator.

Assessed Valuation and Annual Taxes

Tax Map 19, Map ID: 13-A-102

Year: 2012

Valuation: 13-A-102 assessed with 0.5 ac

2012 Total Tax Rate (per \$1000 of value)

2012 Equalization Ratio

Taxes Paid: Exempt

\$136,000 Land; \$0 Building, \$136,000 Total

\$23.05

100.0%

Tax Map 19, Map ID: 13-A-196B

Year: 2012

Valuation: 13-A-196B assessed with 0.28 ac

2012 Total Tax Rate (per \$1000 of value)

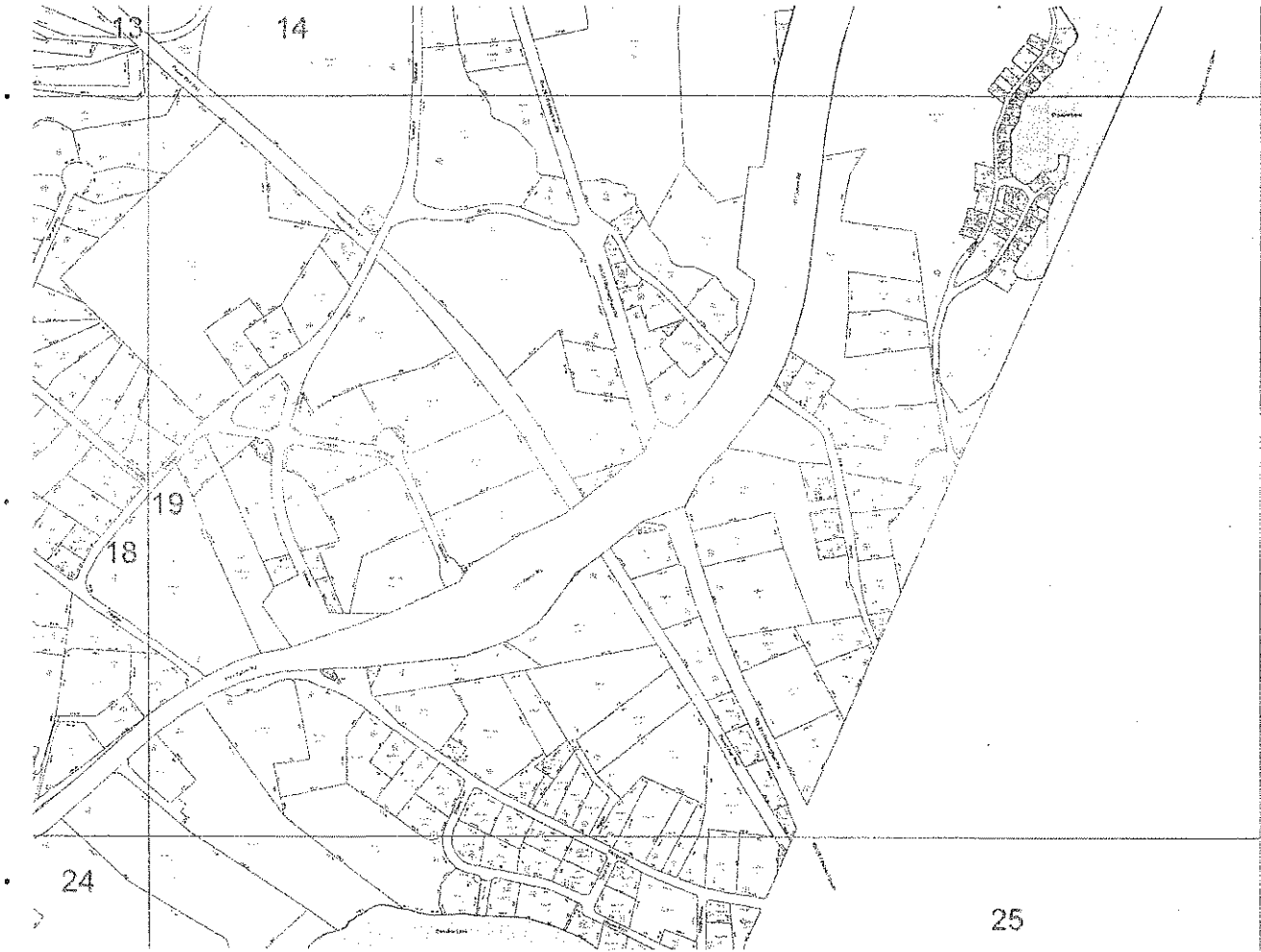
2012 Equalization Ratio

Taxes Paid: Exempt

\$39,000 Land; \$0 Building, \$136,000 Total

\$23.05

100.0%



Windham
2012
Tax Map Page 19
DATE 10/22/2012

	1	2	3	4
5	6	7	8	9
10	11	12	13	14
15	16	17	18	19
20	21	22	23	24
25	26	27	28	29
30	31	32	33	34
35	36	37	38	39

MAP KEY

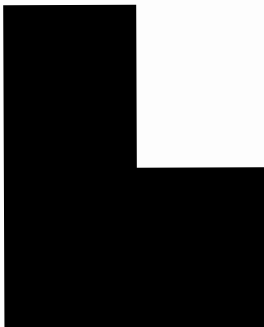
Tax Territory of Lot 2-1-102

Average of Lot 1.000

Street Number

Tax Map





Zoning:

The Zoning Ordinance for the town of Windham was adopted March 9, 1954 and the latest revision became effective in March 13, 2012. The zoning ordinance provides for many zoning districts, which are divided up into the following types of districts:

Wetland and Watershed Protection District, Rural District, Residential District A, B, and C, Neighborhood Business District, Business Commercial District A & B, Gateway Commercial District, **Limited Industrial District**, Historic District, Flood Plain District, Aquifer Protection District, Village Center District, Open Space Residential Overlay District, Professional, Business & Technology District, Housing for Older Persons Overlay District, Route 28 Access Management Overlay District, Cobbet's Pond Watershed Protection Overlay District.

The subject neighborhood is comprised of several different zoning districts, including commercial A, residential, rural and limited industrial district. The subject property is located in the Limited Industrial District (LID).

Minimum lot size:	50,000 sf (Varies by soil type)
Minimum frontage:	175 feet
Minimum yard set backs	
front:	50 feet
side(s):	20 feet/ <u>50 feet</u> where abuts Residential District
rear:	<u>30 feet</u> /50 feet where abuts Residential District
Maximum lot coverage %:	30%
Minimum floor area per dwelling:	0.ssf

Parking is allowed in the setback areas. Wells and septic systems have a 20' setback from the property line, with the well having a 75' diameter setback from the septic system.

The purpose of the limited industrial district is "intended as an area for uses such as research laboratories, office buildings and light manufacturing industries where such uses are compatible and transitional with neighboring uses."

Permitted uses in the Limited Industrial zoning district include research laboratories, office buildings, banks, manufacturing industries, building materials warehouses, contractor yards, storage yards, restaurants, firearms shooting ranges, health, fitness, and recreational establishments, printing/publishing establishments, photographic studios, medical/dental laboratories, cafeterias for employees and other accessory uses, an apartment in a principal structure for a watchman or caretaker, gasoline service stations, garages and repair shops, passenger depots, terminals, telephone exchange buildings, radio stations and other utility structures.

In Summary:

The subject consists of two non-conforming, vacant limited industrial lots that do not meet the current zoning requirements. The Windham GIS map and tax data displays the two irregular shaped contiguous lots with a total of 0.78-acres, and the subject land area includes 0.11-acre section of the discontinued Lamson Road (half width) that was conveyed to the abutting property per Town vote on Article 15 as shown in the Windham 2012 Annual Report. The subject could require a variance for size and potentially for use depending on intended utility. The subject remainder total is 0.89 acres with the additional discontinued road area, which remains non-conforming vacant land. The subject has good frontage, access and visibility on West Roulston Road, Roulston Road, Lamson Road and Industrial Drive.

Valuation / Analyses

The highest and best use of the subject property is the most reasonably probable and legal use of vacant land or an improved property 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.

Highest and Best Use:

The subject site is a vacant 0.89 acres site with an irregular shape, zoned industrial that borders a residential district. The subject is located at the corner of Roulston Road, West Roulston Road, Lamson Rd, and across from Industrial Drive. The minimum lot size is based on soil type with a minimum of 50,000 sf. The subject could be developed as long as the setbacks are met, but could require a variance for land development.

The subject is a non-conforming lot of record with good frontage, visibility and access. The subject is in close proximity to I-93 Exit 3 which has on and off ramps from both the north and southbound traffic lanes of I-93. The NHDOT traffic counts have recorded 69,304 vehicles traveling along I-93 at Windham/Derry TL exit 3 – 4 in 2008 and 77,000 vehicles traveling along I-93 SB-NB south of NH 111A exit 2 – 3 in 2006. Commuters traveling along Route 111 / Range Road (23,000 vehicles per day in 2005) are frequently impacted by the traffic congestion that can be found in many areas of this neighborhood.

The town of Windham has had 38 residential sales that sold between June 30, 2011 – January 7, 2013, but there have only been 4 commercial/industrial land sales that sold since 2009, two of which required a building demolition, one is a pending sale and one that sold in 2009. In the not so distant past, Windham was considered to be resistant to land use change and market expansion. At the beginning of April 2013, the town of Windham Planning Department approved 12 variances. There is a demand for industrial land with a lot of frontage, especially located as a corner site.

The subject has the potential for a commercial office building with approximately 1540 square feet per floor. Windham's site development standards, dated March 20, 2013 indicate a minimum of 7 parking spaces (9' x 18' each) and a 24-foot wide two-way travel way would be required for general office space used to support commercial or industrial uses with 1 space per 200 sf of gross floor area. The subject has the potential for 14 +/- parking spaces depending on the site's parking location.

Therefore, the highest and best use as vacant for the subject site is to be developed with office industrial use.

Conclusion of Highest and Best Use:

The minimum area for residential development is 50,000 sf. The subject property is 0.89 acres that is a corner lot in an industrial area that has good frontage. The subject can be developed with a variance. There is a demand for office industrial properties. It is my opinion that the highest and best use is to be developed with office industrial use.

Approaches to Value

Potential Approaches:

The five generally recognized methods to valuing vacant sites are: sales comparison approach; abstraction (allocation); land residual technique; income approach (direct capitalization of ground rent); and cost of development (land development) method.

Application:

For this analysis I have relied on the sales comparison approach exclusively. The other valuation methods would not produce as reliable results given the nature of the subject, the nature of this assignment, or the market data available.

In this approach, adjustments are made to the comparables for features in which the sales differ from the subject property. Utilizing this method is most appropriate when there are sufficient sales in the market area that can be used for comparisons for the appraisal of the subject property. Sales of improved properties have been identified in Windham; therefore, the Sales Comparison Approach is applicable for this appraisal and has been developed.

Conclusion:

The three methods provide the conceptual foundation for approaching the valuation of property rights in real estate. They are interdependent but also interrelated. All three methods require data from the same market area. In the valuation of the subject property, the Sales Comparison Approach is the only applicable approach to value that will be utilized and developed in this report.

Sales Comparison Approach

The Sales Comparison Approach has been applied to the subject property by comparing the subject to similar properties that have been sold to arrive at a value indication. I researched the market for recent industrial land sales in Windham to identify properties that were similar in utility, size and zone.

The Town of Windham Assessing Department posts online data including a link to Sales Data¹ that is stated to be updated every four to six weeks. I analyzed the Sales Data: Land that is an excel spreadsheet with land sales that sold between June 30, 2011 – January 7, 2013 that had 38 properties listed that were all residential land sales. There have only been 4 commercial/industrial land sales that sold since 2009, two of which required a building demolition, one is a pending sale and one that sold in 2009. The town Assessor, Rex Norman, told me that there have not been any industrial land sales since the State of NH sold one in 2009 after contracting a realtor to place it on the market. I expanded my search to improved properties that required a building demolition. I am relying on two good sales comparables and have mentioned the pending sale that is under contract.

During my analysis, I considered a pending sale that has been under contract for one year, with a list price of \$174,000 and a 5% list-to-sale adjustment that would estimate the purchase price as \$165,000 for a 3.85-acre vacant lot. It is worth noting that this property had been on the market six months before with a list price of \$149,000. I consider this property to be inferior to the subject property, and not a good comparable, but it warrants mentioning due to its proximity to the subject.

The pending sale abuts the subject at the northeast corner, sloping downward from the rear toward Route 111 where it is below grade. The prospective buyer has engineering plans to develop the site with a 7,000 sf (70' x 100') funeral home. A raised median runs along Route 111's centerline limiting the lot's access. The lot has a long, narrow shape that is mainly wetlands requiring more land to be developed. The proposed development plan displays three wetland impacts and the anticipated acquisition of two additional parcels of land that are owned by the State of NH. Acquiring the State's land would provide a wider area for the positioning of the improvement, access from Lamson Road, additional access area on Route 111, and additional parking on site.

I inspected and confirmed the most comparable sales with at least one party involved in the transaction, (i.e., the grantor, grantee, or real estate broker) and in the Registry of Deeds. I reviewed the deeds for each comparable sale and recorded plans when available. The comparable sales I have selected were the most similar verifiable sales known to me at the time of this appraisal.

The comparison grid includes percentage adjustments, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject site, a negative (-) adjustment is made thus, reducing the indicated value for the subject; if a significant item in the comparable property is inferior to, or

¹ <http://www.windhamnewhampshire.com/updated/assessing.htm#Sales>
12 Roulston Road, Windham, NH

less favorable than the subject site, a positive (+) adjustment is made therefore, increasing the indicated value for the subject.

In this market area, I have found the value per acre to be the more reliable indicator for the unit of comparison for industrial land.

Sales Analysis

Sale L-1

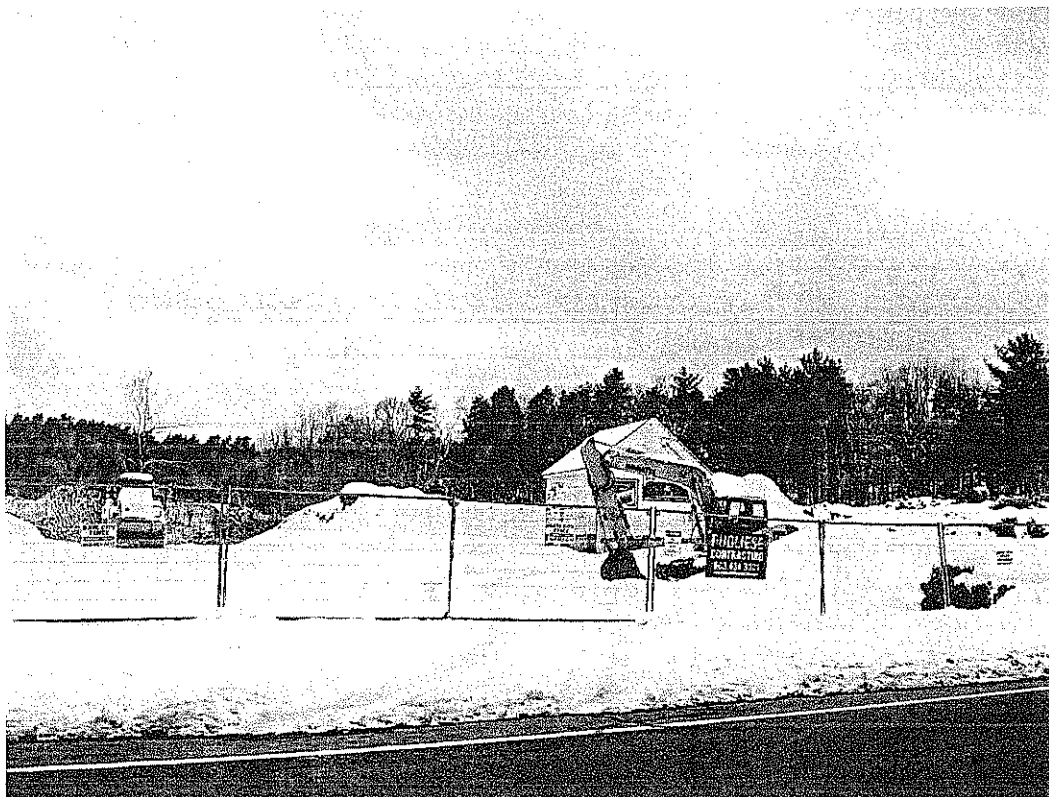
Location/Address: 183 Rockingham Road (Route 28), Windham
Grantor: West-Rock Endowment Association, Inc (Michael Burgeron VP)
Grantee: Murray Properties LLC (Thomas J. Murray)
Sale Price / Date: \$200,000 or \$53,333 per acre / December 15, 2011
Recording Data: Book 5271, Page 1480
Land Size: 3.75 acres Adjusted - 2.18 acres
Frontage: 428 feet; very good, close proximity to sharp corner on Rockingham Rd (Route 28)
Available Utilities: On-Site Well & Septic Needed, Electric, Cable at Street
Zoning / Map Ref: Commercial A / Map ID: 3 / B / 625
Conf. Source: Broker, Assessor, Registry, Tom Hughes, Pollyann Printy
H&B Use at Sale: Commercial Site
Easements: None known.
Comments: L-1 is 2.8 miles from the subject parcel in close proximity to the Derry town line.

Comments: At the time of transfer the improvements consisted of a 10,000 square foot commercial building that was in poor condition. The building has since been razed at a cost of \$30,000. The site has a traffic count of 11,000 vehicles per day (VPD) and is located just after a curve in the road, which creates poor visibility for traffic moving in a southerly direction. The site drops off approximately 15% from its northeasterly endpoint, to its midpoint along Rockingham Road and has a significant amount of wetlands in the southwest region of the lot causing approximately 63 % (2.37 acres) to be located in the Wetland and Watershed Protection District (WWPD). Improvements are not allowed in the WWPD, however the area can be counted towards the town's open space requirements (30%).

After considering the remaining area outside of the WWPD, an existing variance to allow for 6,300 square feet of improvements within the WWPD and the open space requirements, the developable site area calculates out to be 2.18 acres (94,961 square feet). Using the developable area the adjusted sales price calculates out to \$105,505 per acre or \$2.42 per square foot.

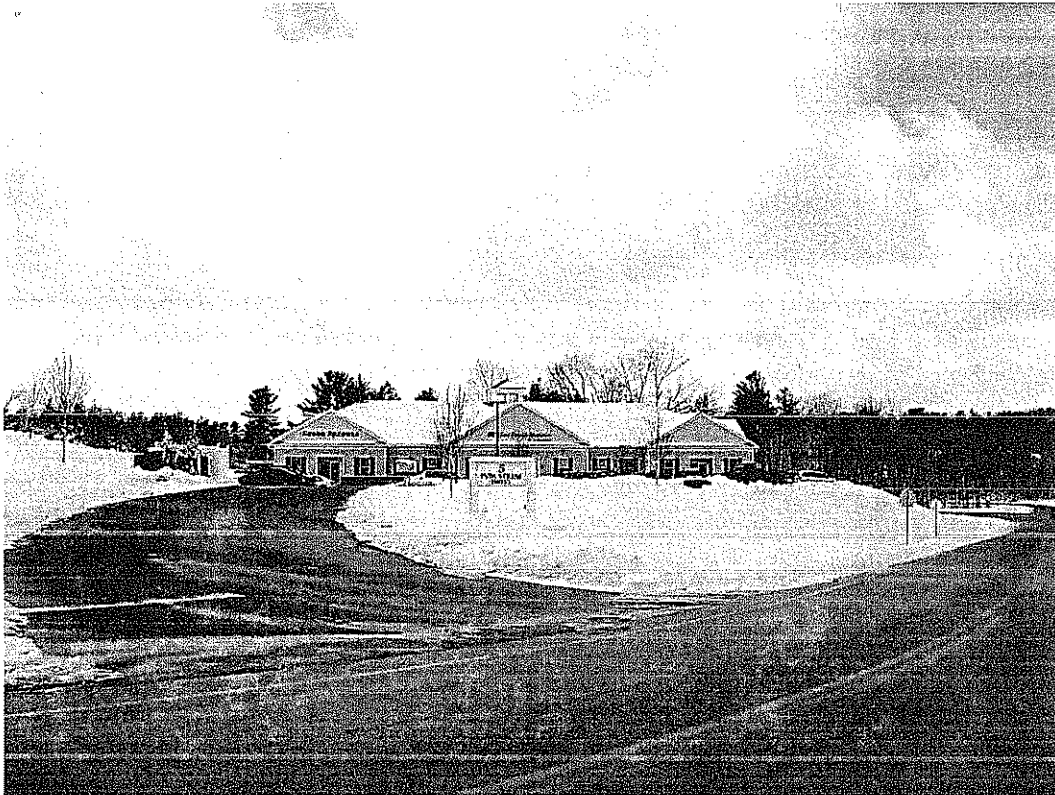
It should be noted that after purchasing the property, the buyer went before the zoning and planning boards numerous times to appeal for multiple variances and waivers (~25) primarily involving development within the WWPD and the setbacks. The buyer's plans also involve construction of an off-site retention pond, to control drainage. The buyer owns a company that specializes in demolition and site work and has the means to complete all of the necessary site work at a cost far lower than that of the typical buyer. Interviews with the seller/buyer broker and town officials indicated that given the site's inferior location and significant limitations, the typical buyer would only consider the developable area when making a purchase decision. After a review of the time and effort involved in increasing the developable site area, these conclusions seem reasonable.

Site Sketch & Photo:



Sale L-2

Location: 5 Industrial Drive, in Windham, NH
Grantor: New Hampshire Department of Transportation
Grantee: Abaco Real Estate Enterprises LLC
Sale Date: March 18, 2009
Recording Data: Book 4991, Page 1001
Sale Price: \$235,000 or \$130,457 acre
Land Size: 1.99-acres
Frontage: 596 feet on Industrial Drive
Zoning: Industrial
Utilities: Electricity, telephone, and cable; private water and septic required
Easements: Slope and Drainage
Comments: Sale L-2 is 1.99-acres in size which has been developed with a one story 12,000 sf medical office building with a day care facility. The State of NH's road project around exit 3 created new roads, access ways and this cleared lot that was partially cleared for development on a new corner lot at the entrance of the Windham Industrial Park. Sale L-2 slope is above grade, sloping upward at the intersection of Industrial Drive and Lamson Road.



Explanation of Adjustments

The adjustments are intended to reflect the conditions that the buyers and sellers of these types of properties consider important and are present in various degrees between the subject and one or more of the comparable sales.

Property Rights Conveyed, Conditions of Sale & Seller Concessions

The sales used in the analysis, are similar in property rights conveyed, conditions of sale and involved no seller concessions.

Market Conditions

Sale L-1 occurred in March 2009, and L-2 in December 2011. During this time period market conditions have been very soft.

The State of New Hampshire Department of Transportation (NHDOT) is in the process of rebuilding Interstate Highway- 93—a limited access highway. The project involves a 20 mile segment of I-93 between Exits 1 and 5, from the Massachusetts state line to Manchester, NH that will add two lanes in each direction, rebuild exit and on ramps and construct new park & ride facilities. Construction began in the fall of 2007 and has been ongoing within the subject neighborhood. Details of the project can be found on the Internet at www.rebuildingI93.com. Land development has effectively been placed on hold as investors wait for the final road construction to be finalized. Only recently has the commercial industrial market experienced steps toward growth in Windham, NH.

Based on an analysis of the sales, no trend was observed. Therefore, an adjustment for market conditions was not applied.

Physical Adjustments

The comparable sales are generally similar in physical characteristics to the subject property. All comparables are similar in zoning and use and located in Windham.

Development Potential

The subject is a non-conforming site that would permit light industrial / office development outside the setback area. The subject has very good frontage on Roulston Road and Lamson Road with an existing access via the portion of Lamson Road. The subject site is 0.89-acres (38,768 sf) +/- in size and has a development potential of 1540 +/- sf per level (27'-6" x 56') for use as an office or light industrial use. The subject has a high land to building ratio of 25.17:1, but the site's shape and presence of two drainage easements and a slope easement limit the potential building footprint. A minimum of 7 parking spaces (9' x 18' each) would be required for general office space used to support commercial or industrial uses with 1 space per 200 sf of gross floor area. The subject has the potential for a multi-story building and could potentially support a two-story building and the necessary parking spaces depending on the site's parking location. The subject neighborhood consists of office industrial use parcels of land and borders a residential district.

The commercial/industrial market had essentially been on hold until the bridgework and construction of exit 3 is finalized but recently activities, including the passing of 12 approved variances (during April 2013) have indicated that the market is picking up.

Sale L-1 is a buildable site with a superior size that was adjusted to 2.18-ac in size and more uniform shape that is favorable for site development. Windham's Planning Department approved the development plans that proposed a two-story 25,000 sf commercial building with retail and restaurant use on the first level and office use on the second level. L-1 historically was improved with a smaller improvement that had little to no value and was demolished. The buyer is involved in the construction business who utilized available resources (equipment and manpower) to acquire permits and variances and excavate the site at a cost far lower than that of the typical buyer. As a result, the buyer is able to expand

his new improvements into the WWP zone, and expand the gross building area beyond that of the typical buyer. L-1 is further away in proximity to the subject site, the industrial area and downtown Windham; and is close to Derry and a sharp curve that limits visibility to the site's very good frontage. L-1's location and high traffic flow is more suitable for commercial retail use and less likely a suitable site for general industrial office space away from the linkages available to the industrial park on the outskirts of town.

Sale L-2 is a buildable site with a superior size at 1.99-ac and although L-2 has an irregular shape, the site is favorable for site development. A State of NH I-93 road project created new roads and access ways and prepared this partially cleared lot for development on a new corner lot at the entrance of the Windham Industrial Park. L-2 was ready for development at the time of the land sale. L-2 had a level building footprint that is above grade the corner of Roulston Road and Industrial Drive. L-2 is in sight distance from the subject. L-2 has been developed with a single-level 12,000 sf medical office and day care facility. L-2 has a superior size and shape compared to the subject without the drainage or zoning overlay issues; therefore L-2 is a superior site compared to Sale L-1 and the subject.

Sales L-1 and L-2 are both conforming buildable properties with superior shape and good frontage. I have applied a downward 20% adjustment for L-1 and a downward 30% adjustment to L-2 for superior development potential.

Easements

The subject property is encumbered with two drainage easements and a slope easement, which are visible on the right-of-way plans shown in the report on page 18. The easements are away from the projected building footprint within the site setback areas. L-1 has the resources to construct an off-site retention pond which is superior to the subject's use around its drainage easements. Sale L-1 has no known easements. Sale L-2 is encumbered by a slope and drainage easement similar to the subject site. After adjusting for development potential L-1 indicates a negative 5% adjustment for lack of easements is warranted compared to L-2.

Sales Analysis Grid

	Subject Property	Sale L-1		Sale L-2	
Address	12 Roulston Rd / Lamson Rd, Windham, NH	183 Rockingham Rd, Windham, NH		5 Industrial Dr Windham, NH	
Book / Page		5271 / 1480		4991 / 1001	
Proximity		2.8 miles N		0.1 miles E	
Improvements		Bldg Demo'd	\$ 30,000		\$ -
Sales Price			\$ 230,000		\$ 235,000
Price Per Acre	0.89	2.18	\$ 105,505	1.99	\$ 118,090
Data Source	Inspection	Real Data		Real Data	
Verification Source	Assessor, NHDOT files	Building Insp., Owner Rep.		Assessor, Registry	
Date of Sale	Time	Description	Adjustment	Description	Adjustment
Adjustment	Insp. Feb. 15, 2013	Dec 15, 2011	0%	Mar 18, 2009	0%
Sales or Financing Concessions	Not Applicable	None Known		None Known	
Develop. Potential		Superior	-20%	Superior	-30%
Easements / Encumbrances	Slope, Drainage	None Known	-5%	Slope, Drainage	0%
Net Adjustments (%)			-25%		-30%
Gross Adjustments (%)			25%		30%
Indicated \$ / Acre			\$ 79,129		\$ 82,663

Reconciliation

The three methods to estimate the value of property rights in real estate were considered. The sales comparison approach is the only applicable approach to value that I developed since there were supporting sales and the income and cost approaches were not considered applicable. The sales used are the most similar to the subject in size, zoning, access to public utilities and functional utility. They were verified and adjusted for development potential and easements. They are both within 2.8 miles of the subject.

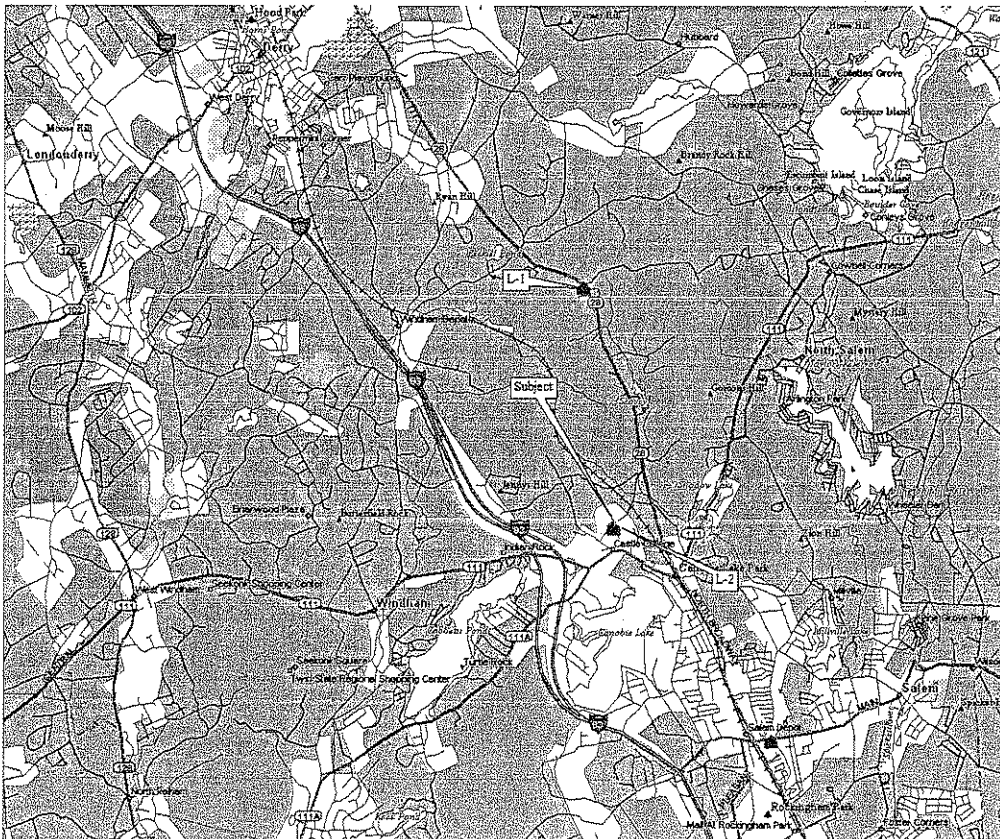
The following table is a summary of the indicated property value for the sales comparables used that were compared to the subject in the analysis grid.

Comparable ID	Rounded Indicated Property Value
Sale S-1	\$79,129
Sale S-2	\$82,663

The rounded adjusted sales prices are \$79,000 and \$83,000. Sale L-1 is larger in size and superior in shape, furthest from the subject the industrial area and the center of town. I applied a good weight to Sale L-1 as it required a moderate net adjustment of 25% for superior development potential and easement elements. Sale L-2 is located across the road from the subject and was historically part of the subject parcel before it was subdivided by the State of NH with the road realignment. Sale L-2 is larger in size and superior in shape compared to the subject with a superior development potential. L-2 is located at the same intersection as the subject; therefore I have applied a good amount of weight to Sale L-2.

Based on my research and analysis, the comparable sales indicate that \$80,000 per acre is a reasonable indication of value for the Subject Parcel which is 0.89-acres in size. Therefore, it is my opinion that the **Subject Parcel** (0.89-acres x \$80,000 per acre = \$71,200) has a **market value of \$71,000**, as of **March 12, 2013**.

Sales Location Map



Legal Description

Bought Parcel 142
BK 4494 PG 1853

039464

WARRANTY DEED

THAT I, Evelyn F. Morley, Trustee of the Evelyn F. Morley Revocable Trust dated May 29, 2001, of 16 Roulston Road, Windham 03087, County of Rockingham, State of New Hampshire, for consideration paid, grant to the State of New Hampshire, whose address is PO Box 453, 7 Hazen Drive, Concord, New Hampshire 03302-0453, with WARRANTY covenants,

A certain parcel of land and buildings situated on the Western side of Relocated Roulston Road in the Town of Windham, County of Rockingham, State of New Hampshire, and being near Relocated Roulston Road Construction Center Line Station 54+00 as shown on a Plan of Windham-Salem, NHS-RS-RUR-M-STP-F-T-038-1(S), 10075 E, on file in the records of the New Hampshire Department of Transportation and to be recorded in the Rockingham County Registry of Deeds, bounded and described as follows:

Beginning at the northwest corner of the premises at the corner of the wall at the junction of Old Range Road (now or formerly so called) and the road leading from the W. D. Cochran homestead to Canobie Lake Station; thence Northeasterly by said Range Road about 499.0 feet to an iron pin by the wall; thence S 18° 0' W parallel with and 15 feet distant from an old stone wall 199.0 feet to an iron pin by a wire fence; thence S 47° 0' W by said fence 523.0 feet to a drill hole in a boulder in the wall at the road; thence Northerly by said road 221.0 feet to the point of beginning.

Containing two and four tenths (2.4) acres, more or less, and being all that real estate recorded August 2, 2001, at the Rockingham County Registry of Deeds in Book 3622, Page 2141.

Also reserving to Evelyn F. Morley an exclusive life estate in the above described premises without the obligation to pay rent.

The Grantee, Evelyn F. Morley, agrees to be responsible for the cost of all utilities required to use and maintain the premises as a residence, including, but not limited to, electricity, heating fuel, audio/visual and/or communications connections, water and sewer during the duration of her life estate, and to be responsible for all maintenance costs associated with the premises during her life estate. These include, but are not limited to seasonal landscaping requirements for both paved and unpaved surfaces to preserve a safe, clear, and traversible way, repairs as needed to the building(s) system, i.e. heating plant, water delivery and conditioning, electrical delivery, sewage removal etc. repairs or maintenance of the building(s) envelope, repairs required to maintain the appearance of the property as a whole.

All real estate taxes due, during the duration of Mrs. Morley's life estate are to be the responsibility of Evelyn F. Morley.

Executed this 9 day of June, 2005

EVELYN F. MORLEY REVOCABLE TRUST
DATED MAY 29, 2001

Evelyn F. Morley
Evelyn F. Morley, Trustee

STATE OF NEW HAMPSHIRE, Rockingham SS June 9, A.D., 2005

Personally appeared before me the above named, Evelyn F. Morley as Trustee of the Evelyn F. Morley Revocable Trust (dated May 29, 2001), and acknowledged the foregoing instrument to be her voluntary act and deed.

Charles A. Poirer
Notary Public/Justice of the Peace
My commission expires: 03/03/2006



n:\windham\10077\egwin\2005\egwin\morley0512.doc

DRA Web GIS Property Card

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION

REMANANT
OF 1A2

12 ROULSTON RD, Windham New Hampshire

NHGIS ID: 08232-13-A-102

Muni ID: 13-A-102

CAMA ID: 13-A-102

County: Rockingham

Town: Windham

C/T ID: 8/232

Map: 13

Map Cut:

Block: A

Block Cut:

Lot: 102

Lot Cut:

Unit:

Unit Cut:

Sub:

Cards:

Ownership Information

Owner: NEW HAMPSHIRE, STATE OF

Co-Owner:

Mailing Address: PO BOX 483 CONCORD, NH 03302

Land Information

Area: 0.5 ac

Zone: LID Unimproved Sub.

Use Code: Local: 9010

State: 27

Flood Code:

Util Code 1:

Util Code 2:

Traffic Code:

Excess Frontage:

Waterfront:

View Factor:

Building Information:

Type 1:

AYB:

Rooms:

Beds:

Baths:

Full:

Half:

Area (G): 0 sqft

Cond:

Wall Type:

Roof Type:

Area (N): 0 sqft

Grade:

XWall Type:

Roof Cover:

Transaction Information

Date: 2008-07-11 00:

Price: 0

Book-Page: 4934-0269

Grantor: NEW HAMPSHIRE, STATE OF

Assessment Information

Land: \$136000

Building: \$0

Feat: \$0

Total: \$136000

From Town Taxes
UT-1 Building 2
2nd
At Risk

Supplemental Information

Current To: 2012-09-26

Records: 6295

State Owned: Yes

LND Vpsf: 6.24

Updated: 2012-10-15

Parcel Link? Yes

Ratio:

BLD Vpsf:

Previous Year Information -2011-07-28

Land: \$136000

Building: \$0

Feat: \$0

Total: \$136000

This report was compiled using data believed to be accurate; however, a degree of error is inherent in all municipally sourced information. This report 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. If you believe this information to be incorrect please contact nh12gis@gmail.com for assistance.

15 February 2013

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Bright Power 139

WARRANTY DEED

0021699

ROCKINGHAM COUNTY
REGISTRY OF DEEDS

APR 10 12 20 PM '98

THAT, Eugene O. Colley, married, and Richard P. McCoy, married, Trustees of the CMC Realty Trust, of One Industrial Drive, Windham 03087 of Rockingham County, State of New Hampshire, for consideration paid, grant to the State of New Hampshire, whose address is PO Box 483, 1 Hazen Drive, Concord, New Hampshire 03302-0483, with WARRANTY covenants,

A certain parcel of land, not homestead, situated on the Westerly side of Industrial Drive, as now travelled, in the Town of Windham, County of Rockingham, State of New Hampshire, bounded and described as follows:

A certain tract or parcel of land situated in Windham and being shown as Lot 13-A-196 five and eight hundred eighty-three thousandths (5.883) acres on a plan of land entitled "Windham Industrial Park" Windham, New Hampshire dated October 10, 1979 by Thomas Moran, Inc., Civil Engineers, which plan is recorded with the Rockingham County Registry of Deeds as Plan No. D-9401. Reference is made to said Plan for a more particular description of each parcel or lot conveyed.

Meaning and intending to convey the same premises conveyed to the within Grantors by deed recorded November 30, 1982 at the Rockingham County Registry of Deeds in Book 2428, Page 0544.

Said premises being acquired for the Windham-Salem, M-STP-F-038-1(S), 10075 project on file in the records of the New Hampshire Department of Transportation and to be recorded in the Rockingham County Registry of Deeds.

Containing five and eight hundred eighty-three thousandths (5.883) acres, more or less, and being a portion of that real estate recorded February 6, 1998 at the Rockingham County Registry of Deeds in Book 3267, Page 452.

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 3rd day of April, 1998.

CMC REALTY TRUST

Eugene O. Colley, Trustee

Richard P. McCoy, Trustee

STATE OF NEW HAMPSHIRE Rockingham SS April 3, A.D., 1998.

Personally appeared the above named Richard P. McCoy and acknowledged the foregoing instrument to be his voluntary act and deed. Before me:

Notary Public/Justice of the Peace ALBERTAUD, Notary Public
My commission expires: My Commission Expires September 1998

STATE OF NEW HAMPSHIRE Rockingham SS April 3, A.D., 1998.

Personally appeared the above named Eugene O. Colley and acknowledged the foregoing instrument to be his voluntary act and deed. Before me:

Notary Public/Justice of the Peace ALBERTAUD, Notary Public
My commission expires: My Commission Expires September 1998

DRA Web GIS Property Card

NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION

REMARK
OF 139

LAMSON RD, Windham New Hampshire

NHGIS ID: 08232-13-A-196B Muni ID: 13-A-196B CAMA ID: 13-A-196B
County: Rockingham Town: Windham C/T ID: 8/232
Map: 13 Map Cut: Block: A Block Cut: Lot: 196B Lot Cut:
Unit: Unit Cut: Sub: Cards:

Ownership Information

Owner: NEW HAMPSHIRE, STATE OF Co-Owner:
Mailing Address: PO BOX 483 1 HAZEN DR CONCORD, NH 03302

Land Information

Area: 0.28000459 ac Zone: LID Use Code: Local: 9010 State: 27
Flood Code: Util Code 1: Util Code 2: Traffic Code:
Excess Frontage: Waterfront: View Factor:

Building Information:

Type 1: AYS: Rooms: Beds: Baths: Full: Half:
Area (G): sqft Cond: IWall Type: Roof Type:
Area (N): sqft Grade: XWall Type: Roof Cover:

Transaction Information

Date: 1998-04-10 00: Price: 0 Book-Page: 3283-0490 ✓
Grantor:

Assessment Information

Land: \$39000 Building: \$0 Feat: \$0 Total: \$39000

Supplemental Information

Current To: 2012-09-26 Records: 6295 State Owned: Yes LND Vpsf: 3.19
Updated: 2012-10-15 Parcel Link? Yes Ratio: BLD Vpsf:

Previous Year Information -2011-07-28

Land: \$39000 Building: \$0 Feat: \$0 Total: \$39000

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15 February 2013

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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
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 (previously NH College) – Lifelong student

Technical Management B.S., Manchester, NH

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 (NHDOT), 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

MARKET ANALYSIS

Property
Parcel ID Tax Map 13-A Lots 102 & 196B
Windham, New Hampshire 03087

Prepared For

Phillip J. Miles
The State of New Hampshire
Department of Transportation / Bureau of Right-of-Way
John O. Morton Building Room 100
PO Box 483, 7 Hazen Drive
Concord, NH 03302-0483

Prepared by:

Harry R. Shea, President
Shea Commercial Properties, Inc.
88 Stiles Road, Suite 204
Salem, New Hampshire 03079

MARKET ANALYSIS

On behalf of Shea Commercial Properties, Inc., we are pleased to submit the following marketing analysis:

Description: Unimproved land w/development potential

Land: 0.75+/- Acres / 32,670+/- square feet

Frontage: Roulston Rd / Lamson Road

Address: Roulston Road Windham, NH 03087

Legal Description:

<u>Parcel ID</u>	<u>SIZE</u>
Map 13-A-Lot 102	0.50+/- acre
Map 13 B- Lot 196	0.25+/- acre

Owner of Record State of New Hampshire

Utilities: Pennichuck Water Works, Private Septic, PSNH or Granite State electric, telephone, cable, high speed internet service, etc.

Location: The property is located on the south side of Roulston Road Windham NH approximately 1 ½ mile northeast of Route 93 exit 3.

Access: Rte 93 to exit 3, turn right (east) onto Route 111, turn left onto Lamson Road, and proceed to the property on the left.

The property is accessible from all points in New England via interstates 93, 101, 495, 213 & 95

Current Use: Vacant Unimproved land

Zoning: The parcel is zoned Limited Industrial (LI)
Allowed uses includes research laboratories, office buildings, manufacturing enterprises, and manufacturing enterprises, building materials salesrooms, utility structures, contractors yards, storage warehouses and buildings and wholesale distribution plants., printing or publishing establishments, photographic studios, medical or dental laboratories, garages, repair shops, contractor yards and storage yards, firearms shooting range, etc

OPINION OF VALUE

The subject parcel is 0.75+/- acre 32,670+/-s/f with frontage on Roulston Rd & Lamston Rd .

The property has some constraints due to its configuration. Although there are 2 lots, the abutting lot lines do not have matching side lines and restrict combining the properties to make a more suitable layout. The property has frontage on two (2) streets (Roulston Rd & Lamson Rd), each of which has more stringent frontage set back requirements rather than side or rear lot line setbacks. In addition, there are 2 drainage easements running thru the property, plus there will be a slope easement running thru almost all of the frontage. Consequently, it appears only a smaller type building may be constructed on the site.

The subject parcel is somewhat comparable to the 6 Walthen Rd Bedford, NH property in that it does not have frontage on a State highway or main road however it is centrally located with good access from Route 93, the Towns of Windham, Salem and Derry New Hampshire. However a deduction in value is factored in because of the size and shape of the subject property, also considering the drainage easements, slope requirements and reduced development opportunity.

SOLD PROPERTIES

<u>PROPERTY</u>	<u>SIZE</u>	<u>DATE</u>	<u>PRICE</u>	<u>PRICE PER ACRE</u>
52 Daniel Webster Hwy Merrimack NH	1.13+/-acre	4/02/12	\$211,000	\$186,726
6 Wathen Road Bedford NH	0.51+/-acre	5/03/13	\$100,000	\$196,078
1125 Hooksett Rd Hooksett NH	1.21+/-acre	9/15/11	\$220,000	\$181,818

AVERAGE PRICE PER ACRE \$188,207.33 price per acre

It is the opinion of the writer that because of the location and zoning, this property would be ideal for an industrial type user, light manufacturing, garage, repair shop or business office.

Suggested Marketing Price for this parcel is Ninety Thousand & 00/100 Dollars (\$90,000.00)

Land: 0.75 +/-Acre / 32,670+/-square feet @ \$90,000.00

Ninety Thousand & 00/100 Dollars

Highest & Best Use: The highest and best use for the parcel is for professional business office, manufacturing, garage, repair shop, etc.

Marketing Strategies and responsibilities for the property would be as follows:

MARKETING PACKAGE

Design a marketing brochure/fact sheet and mailing piece that describes the property with relevant information, the brochure would include:

- Building/Land Description / Photographs / Aerial Photos
- Features / Amenities
- Site Description / Plan
- Zoning / Parking / Signage
- Utilities / Communications & Cable Access

INTERNET MARKETING:

Place the property on all relevant web sites, including CCIM, Certified Commercial Investment Members with coverage nationwide, NHCPE, New Hampshire Commercial Property Exchange covering New Hampshire, Maine, Vermont, and Massachusetts, Loop net covering Northeast Region, Co-Star also covering the Northeast Region and Shea Commercial Properties web site.

ADVERTISING:

Place the subject property in appropriate publications

DIRECT MAIL:

Mailing piece to all Brokers and Targeted mailing lists. Shea Commercial Properties, Inc. maintains a data base of developers, and end users.

INVENTORY LIST:

Shea Commercial Properties, Inc., mails a property inventory list on a monthly basis to commercial brokers in the region.

MARKETING TIME:

Marketing time for selling of the subject property is on/or before six months from the signing of a listing agreement.

Brokerage fee for consummating the sale of this property would be six (6%) percent of the actual sale price. The fee shall be due and payable at closing and transfer of title.

Harry R. Shea, President Shea Commercial Properties, licensed Broker in New Hampshire and Massachusetts. 1983 - 1986 Finlay Commercial Real Estate Broker/started as real estate associate and became Vice President / General Manager with twenty seven (27) associates/brokers reporting to him. In addition to the real estate division, the appraisal and the business division also reported to Mr. Shea.

1986 - 1988 Hired by Breckenridge Development Corporation to become marketing manager for the corporation's developments. Projects handled included Shoppe's at Breckenridge located at 254 - 264 North Broadway, Route 28, Salem, New Hampshire a 70,000+/- square foot combination retail/office plaza.

1988 - to present. Formed Shea Commercial Properties Inc., and assumed marketing leasing/sales responsibilities for Weston Properties an investment firm based in Wellesley, Massachusetts for their Salem New Hampshire properties. Handled sales and leasing of commercial properties in the Southern New Hampshire and Northern Massachusetts areas. Projects range from sales and leasing of office, industrial, retail, commercial, land and investment properties. The writer also worked on syndication putting parties together to acquire land parcels and coordinated services including engineering, planning board approvals, conservation, wetlands crossing, etc., to subdivide residential land parcels.

Affiliations:

Director, Bank of New England
CCIM Certified Commercial Investment Member Designee
CIBOR Commercial / Industrial Board of Realtors
NHCPE New Hampshire Commercial Property Exchange
National Association of Realtors
New Hampshire State Board of Realtors

Staffing Capacity and Personal Coverage

Katelin R. Shea, office manager, coordinates administrative support, office automation services and handles the day to day operations including correspondence, preparing marketing brochures, fact sheets, and customer service etc.

Field of Expertise

Harry Shea specializes in commercial real estate. Previous projects include both commercial and residential land which may be suited for commercial use via obtaining of a variance. Mr. Shea is very experienced with land parcels at major points of interest that may be suitable for gas stations/convenience store and fast food sites that may bring premium prices to sellers. Current projects include parcels that are being developed for the retail, service and professional business office.

Past Experience and Success Selling Properties

Recent sales include:

63 Range Rd Windham NH (08/18/12) 21,000+/- square foot free standing professional office building sold for \$1,300,000.00

6 Manor Pkwy Salem NH (11/01/11) 29,000+/- square foot free standing professional office building sold for \$4,000,000.00

22 Roulston Road Windham NH (11/2011) 7.2+/- acres purchased by Medicus Properties to build a 30,000 square foot professional office building sold for \$625,000.00

22 Trolley Lane Salem NH (11/2011) 6,000+/- square foot office / industrial building purchased by Absolute Environmental for their company headquarters sold for \$495,000.00

301 South Broadway, Route 28, Salem NH (9/2011) Former Tweeter Building 6,000 square feet purchased by M & D Ulbrich for \$1,050,000.00

44 Pelham Road Salem NH (05/2011) 9.2+/- acres purchased by Young Brothers to build an industrial building sold for \$400,000.00 plus buyer paid current use tax

55 Pelham Road Salem NH (05/2011) 4.2+/- acres purchased by R. Carbone to build a 7200 square foot auto body building sold for \$180,000.00 plus buyer paid current use taxes

64 Crystal Avenue, Rte 28, Derry NH (04/2011) 1,200 square foot free standing building purchased by US Diamond & Gold Exchange for \$350,000.00

30 Crystal Ave, Route 28, Derry, NH (12/14/10) a mixed use building with two retail spaces on the first floor and 4 apartments on the second floor, sold for \$349,900 with the Broker arranging additional construction monies to the buyer to retrofit the building,

64 Crystal Avenue Route 28, Derry NH (12/31/09) a free standing building with ATT & T Cingular as a tenant sold for \$275,000.00,

90 Stiles Road Suite 102 Salem NH 2260+/- square foot office condominium 12/15/09) sold for \$278,400.00

13 Bridge Street Route 38, Pelham NH former used car site 09/15/09 sold for \$535,000.00

In addition to the sale activity Mr. Shea participated in numerous leasing activities some of which were:

General Services Administration One Stiles Road Salem NH 1,458+/- square feet Ten year

Lease (Dept of Agriculture)

- * Endwave Corporation 25 Pelham Road Salem NH 5,204 s/f (2/01/09)
- * Total Renal Care Da Vita Dialysis Center 7 Action Blvd Londonderry NH 5752 s/f
Ten (10) year lease (3/02/09)
- * Mass School of Law 54 Stiles Road Salem NH (05/01/09)
- * Cornell University 11 Keewaydin Drive Salem NH 2800 s/f (07/01/09)
- * The Clean Guys 22 Trolley Lane Salem NH 6,000 s/f (2/01/10) and numerous other leases
too many to mention in this report however a list is available upon request

Major projects for Mr. Shea include sale of:

- * Salem Village Shopping Center, Salem, NH., for \$6,500,000.00
- * Two Main Street for \$1,250,000.00
- * 7 Wall Street Windham NH 20,000 s/f professional/business office building \$2,700,000.00
- * 25 Pelham Road Salem NH seven acre land parcel at the entrance to the Salem Professional
Park to build a 65,400 s/f office building at \$1,450,000.00
- * Former Bank building located on Route 28, Salem, NH., \$776,000.00
- * 141 Main Street, Salem, NH \$1,250,000.00,
- * Ground lease for Taco/Bell / Long John Silver 326 S. Broadway Route 28 Salem NH



Harry R. Shea, President
Shea Commercial Properties, Inc.
88 Stiles Road, Suite 204
Salem, NH 03079
603-893-7663 Office
603-894-1977 Fax
Brokers License # 004782 State of New Hampshire
Brokers License # 117069 State of Massachusetts
harry@sheacommercial.biz

[Email me New Matches](#) [Post my Need/Want](#)

Catylist ID: #1686367

Wathen Rd

6 Bedford, NH 03110

[Show on Map](#)

Property Type:

Vacant Land

Archived As:

Sold

Archived Date:

5/3/2013

Closing Date:

5/3/2013

Listing Price:

\$89,900

Final Sale Price:

\$100,000

Final Sale Unit Price:

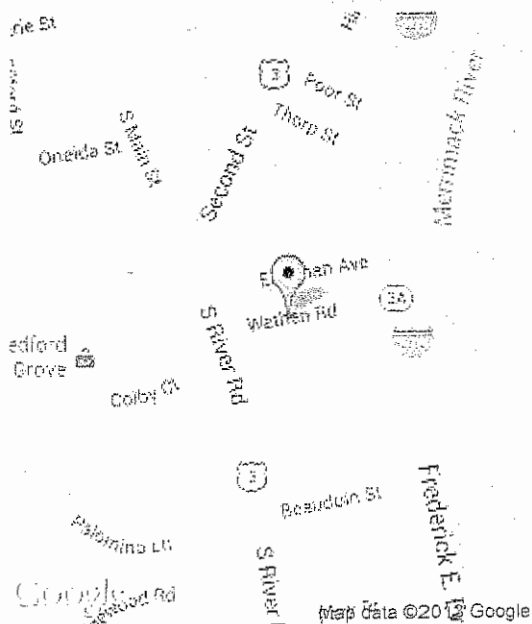
\$196,078 Per Acre

Days on CIE:

282

Gross Land Area:

0.51 Acres



General Information

Transaction Type:

Sale

Property Name:

Bedford Performance Zone Land and Building

County:

Hillsborough

Nearest MSA:

Manchester-Nashua

Zoning:

PERFORMANCE

Parties Involved

Listing Broker Name:

Jon Matta

Listing Broker Company:

MGM Realty Group LLC

Listing Broker Phone:

603-488-5633

Selling Broker Name:

Jon Matta

Selling Broker Company:

MGM Realty Group LLC

Sale Transaction

Sale Terms:

Undisclosed

Special Conditions:

Distress

Area & Location

Market Type:

Medium

Road Type:

Paved

Property Visibility:

Good

Largest Nearby Street:

Wathen

Feet of Frontage:

235

Page 1 of 2

Perfect for Small Business

[Email me New Matches](#) [Post my Need/Want](#)

Catalyst ID: #1484905

52 Daniel Webster Highway
Merrimack, NH 03054 [Show on Map](#)

Property Type: **Vacant Land**

Archived As: **Sold**
Archived Date: 4/2/2012
Closing Date: 3/29/2012
Listing Price: \$229,000
Final Sale Price: **\$211,000**
Final Sale Unit Price: \$186,725 Per Acre
Days on OLE: 657
Gross Land Area: 1.13 Acres

General Information

Transaction Type: **Sale**
Property Name: **Perfect for Small Business**
County: **Hillsborough**
Nearest MSA: **Manchester-Nashua**
Zoning: **INDUSTRIAL - 1**

Parties Involved

Listing Broker Name: **Neal Barrett**
Listing Broker Company: **G&E|Northern New England - Manchester NH**
Listing Broker Phone: **603-623-0100 x208**

Sale Transaction

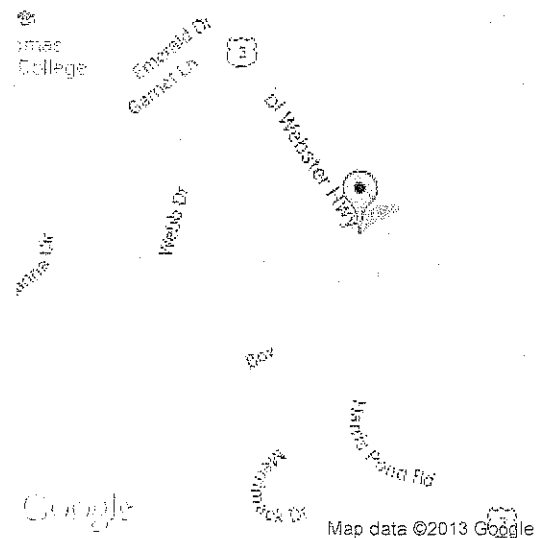
Property Appraised: **Yes**

Property Overview

PRICE REDUCED! Great opportunity for a small business owner. 1.13± acres with 205' frontage right on Route 3/DW Highway. This property is great for a landscaper or other business that would benefit from the visibility and easy access to Nashua and Merrimack. Property consists of 2 small residential structures (1,411± sf & 1,234± sf), which can be converted to commercial use or used for rental income.

Demographic Statistics

2010 Census



[Email me New Matches](#) [Post my Need/Want](#)

Catalist ID: #1272405

1125 Hooksett RoadHooksett, NH 03106 [Show on Map](#)Property Type: **Vacant Land**

Archived As: **Sold**
Archived Date: 9/16/2011
Closing Date: 9/15/2011
Listing Price: \$239,000
Final Sale Price: **\$220,000**
Final Sale Unit Price: \$181,818 Per Acre
Days on CIE: 393
Gross Land Area: 1.21 Acres

**General Information**

Transaction Type: Sale
Property Name: 1125 Hooksett Road
County: Merrimack
Nearest MSA: Concord

Parties Involved

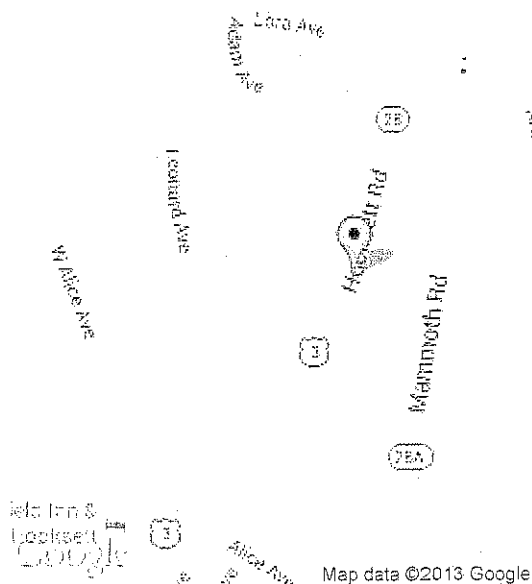
Listing Broker Name: Tom Duffy
Listing Broker Company: Prudential Verani Realty-CD
Listing Broker Phone: 603-303-3039
Selling Broker Name: Peter Arvanitis
Selling Broker Company: C21 Thompson RE

Sale Transaction

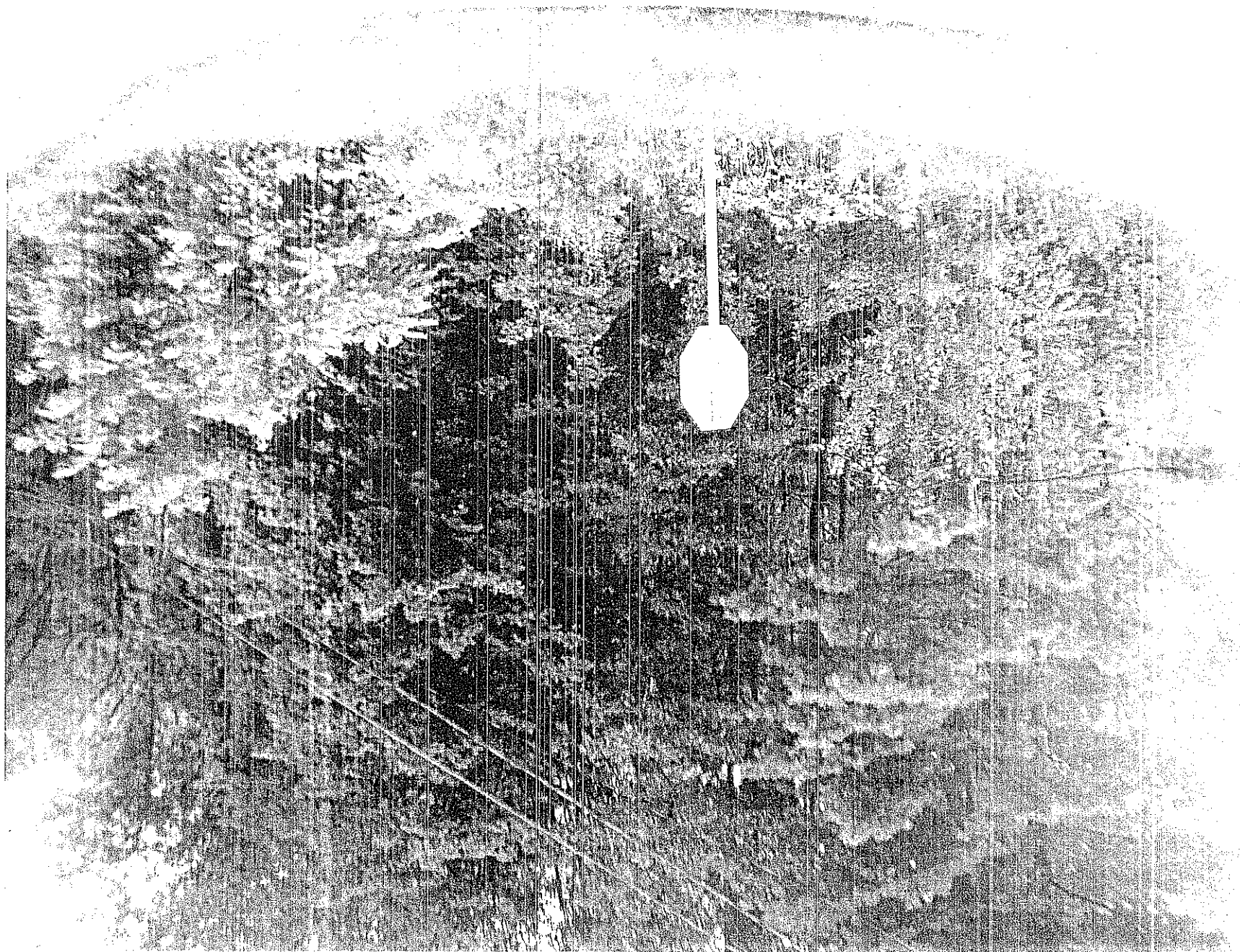
Contract Date: 5/18/2011
Proposed Closing Date: 9/30/2011
Sale Terms: Cash to Seller
Special Conditions: None

Property Overview

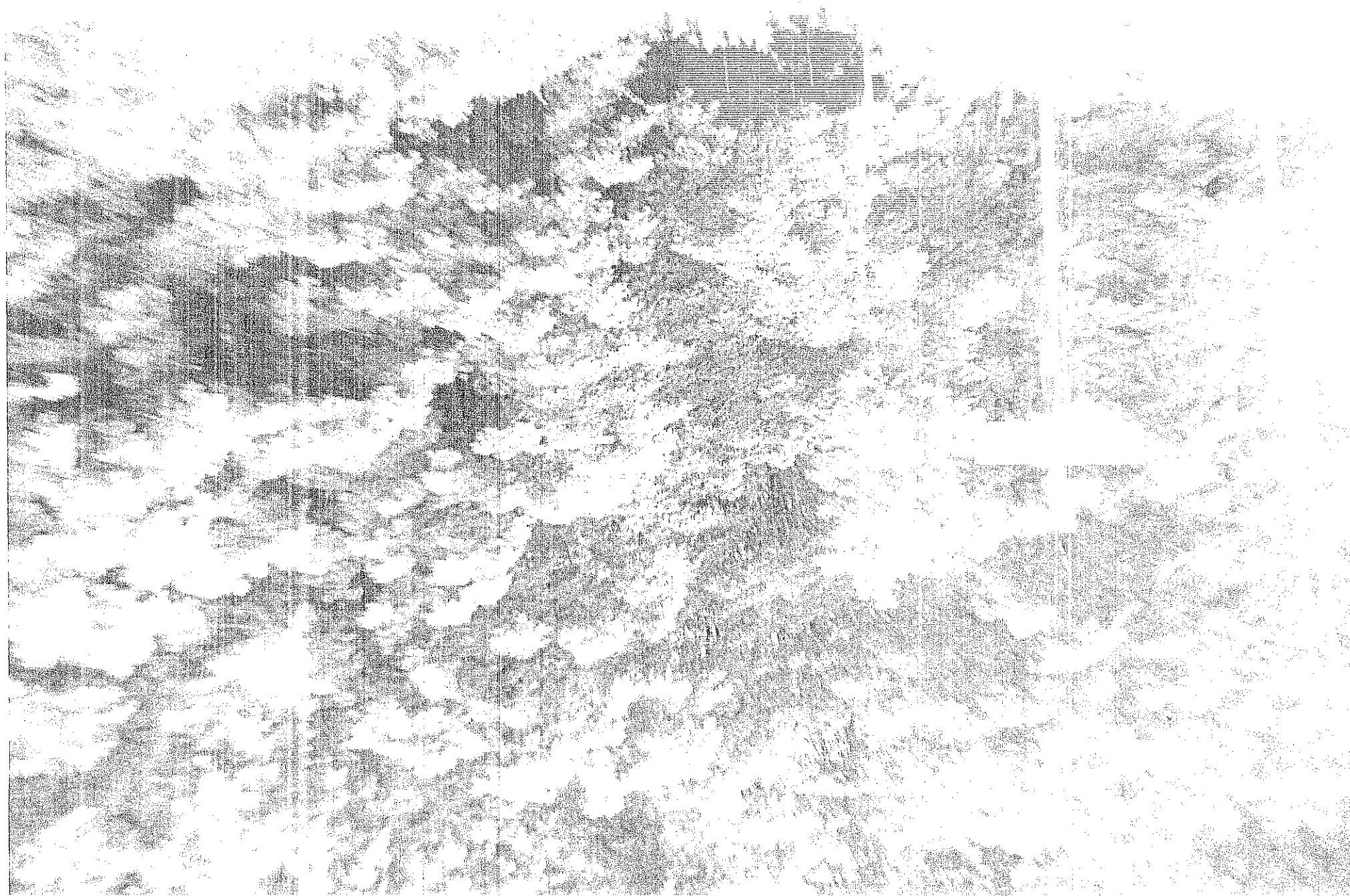
UNIQUE PROPERTY WITH A LOT OF POTENTIAL - OVER AN ACRE ON BUSY RTE 3/DW HIGHWAY, WITHIN 1/2 MILE OF ROUTE 93. GREAT LOCATION. PUBLIC SEWER AND WATER. PAVED PARKING FOR APPROXIMATELY 30 CARS.

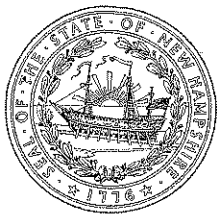
Demographic Statistics**2010 Census**

07.29.2013



07.29.2013





STATE OF NEW HAMPSHIRE
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
DIVISION OF FORESTS AND LANDS

172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856

603-271-2214

August 28, 2013 FAX: 603-271-6488
www.nhdfl.org

Representative David Campbell, Chairman
Long Range Capital Planning and Utilization Committee
C/O The Legislative Budget Assistant Office
Room 102, State House
Concord, NH 03301

Requested Action

- 1) Pursuant to RSA 4:40 and RSA 227-H:3, authorize the Department of Resources and Economic Development (DRED) to convey (surplus) a Conservation Easement protecting the state-owned 284-acre Big Island State Forest in Wentworth Location, NH to the United States Fish and Wildlife Service (USFWS) in exchange for a 233-acre portion of the Lake Umbagog National Wildlife Refuge, to become a new state reservation in Errol, NH. (0% state funds)
- 2) Pursuant to RSA 4:40(III-a), waive the \$1,100 administrative fee.

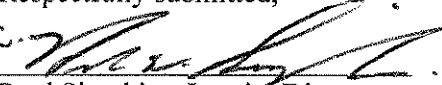
Explanation

DRED desires to convey a Conservation Easement to USFWS for the purpose of enhancing Lake Umbagog National Wildlife Refuge. In exchange, USFWS is offering to convey fee title to the State approximately 233 acres of a portion of the Lake Umbagog National Wildlife Refuge for the purpose of establishing a new state reservation. The new state reservation includes a portion of an existing gravel roadway that will provide a vital link to the "Ride the Wilds" 1,000 mile ATV trail system, enabling ATV riders to travel between Berlin and Errol.

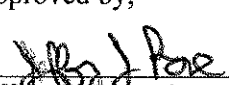
Appraisal work completed by Scott Dickman of SED Valuation, LLC determined the market value (as of May 9, 2013) of the 284-acre Conservation Easement on Big Island State Forest to be \$99,400, and the market value of the 233-acre USFWS parcel (as of May 9, 2013) to be \$93,200. Copies of the Statements of Market Value and a sketch map of the subjects are attached.


The Big Island State Forest Conservation Easement surplus request was approved on March 14, 2013 by the Council on Resources and Development.

Respectfully submitted,

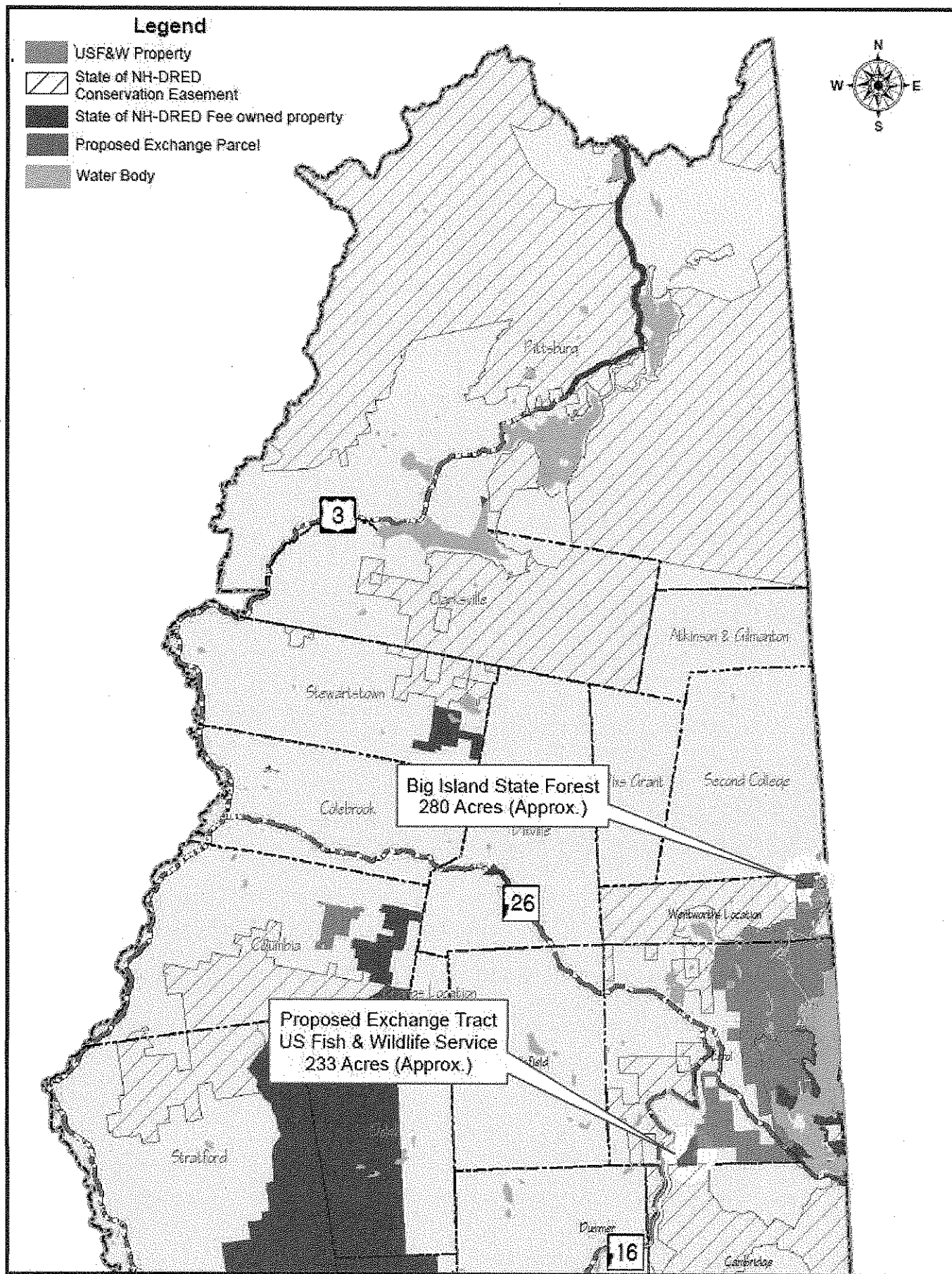
BC. 
Brad Simpkins, Interim Director
Division of Forests and Lands

Approved by,


Jeffrey J. Rose, Commissioner
Department of Resources and
Economic Development


Philip A. Bryce, Director
Division of Parks and Recreation







SED VALUATION, LLC
318 SOUTH STREET
CONCORD, NH 03301
PHONE: (603) 496-2826
SED-VALUATION@COMCAST.NET

July 18, 2013

Mr. Ryan P. Lee, RPRA
Office of Valuation Services
401 West Peachtree Street, Suite 1705
Atlanta, GA 30308

**RE: The Assignment of a Conservation Easement on 284.0± Acres Located in
Wentworth Location, NH; Owned by the State of New Hampshire**

Dear Mr. Lee:

In accordance with your request, I have prepared and am submitting herewith, an appraisal in a self-contained report of property owned by the State of New Hampshire. The appraised property is a 284.0± acre tract located in the unincorporated town of Wentworth Location, Coos County, New Hampshire. The appraised property is owned by the State of New Hampshire. It is my understanding that the proposed conservation easement will comprise the entire 284.0± acre tract.

The purpose of this appraisal is to provide my opinion of the market value, as defined herein, of the above-referenced subject property before the assignment of a proposed Conservation Easement; and the market value of the above-referenced subject property after the assignment of a proposed Conservation Easement.

It is worth noting that the original Statement of Work (SOW) issued by Mr. James Felty, Review Appraiser for the Office of Valuation Services, referred to the appraised property as 286 total acres. Specifically, Mr. Felty's SOW stated that "the property interest to be appraised is a Conservation Easement over the entire appraised property, subject to exceptions reflected in Registry of Deeds, Coos County, Deed Book 737, Page 840, and the Coos County Unincorporated Places, Map 220, Parcels 11 (240-acres), and 16 (46-acres)". According to Mr. Bill Carpenter, Administrator, Land Management Bureau, NH Department of Resources and Economic Development, the 286 total acres referred to in Mr. Felty's SOW was predicated on preliminary information extracted from local property record cards. However, a more reliable and recent GIS analysis established the size of the appraised property as 284.0± total acres and, according to Mr. Carpenter, the 2.0± discrepancy has been most reasonably attributed to Parcel 16 thereby adjusting the parcel size from 46 acres to 44 acres. Hence, from this point forward all further references to Parcel 16 will reflect the corrected 44 acres, and the total subject acreage is 284 acres.

The intended use of this appraisal is for use by Region 5, Northeast, Hadley, MA on behalf of the United States of America in connection with the exchange of the identified rights for Federal property located in Errol, New Hampshire. The Trust For Public Land is acting as a facilitator. The appraisal report is not intended for any other use.

SED Valuation, LLC

In order to complete this assignment, a "hypothetical condition" has been assumed, as follows: A Hypothetical Condition has been adopted that a proposed conservation easement is in place and encumbering all 284.0± acres associated with the appraised property.

This report was completed in accordance with the Uniform Standards of Professional Appraisal Practice, 2012-2013 (the most current available), and the Uniform Appraisal Standards for Federal Land Acquisitions, 2000 (the most current available).

- This report is subject to the "Certification" as well as the "General Assumptions" and "Limiting Conditions" that follows the Executive Summary.

I have made a careful and thorough analysis of this property, the details of which are enclosed herewith. In consideration of the facts and opinions contained herein, it is my opinion that the market value of the subject property before and after the assignment of the conservation easement, as of the May 9, 2013, date of value, is as follows:

SUMMARY OF VALUES

Value Before Assignment of the Conservation Easement:	\$241,400
<u>Minus</u> Value After Assignment of the Conservation Easement:	<u>\$142,000</u>
Special Benefits:	\$0
Damages:	\$0
The Difference:	\$99,400
The Difference (Rounded):	\$99,400

Respectfully submitted,



Scott E. Dickman
Certified General Appraiser, NHCG-518



SED VALUATION, LLC
318 SOUTH STREET
CONCORD, NH 03301
PHONE: (603) 496-2826
SED-VALUATION@COMCAST.NET

July 26, 2013

Mr. Ryan P. Lee, RPRA
Office of Valuation Services
401 West Peachtree Street, Suite 1705
Atlanta, GA 30308

**RE: The Fee Simple Value of "A Portion of LKU (16Ae) USA Parcel 1", or 233.0 Acres,
Located in Errol, NH; Owned by the United States of America**

Dear Mr. Lee:

In accordance with your request, I have prepared and am submitting herewith, an appraisal in a self-contained report of property owned by the State of New Hampshire. The appraised property is a Portion of United States Tract (16Ae), or 233.0 acres, Located in Errol, NH; Owned by the United States of America.

The purpose of this appraisal is to provide my opinion of the market value, as defined herein, of the above-referenced property subject to: the outstanding rights-of-way, easements, and reservations described in Doc #0004897 of the Coos County Registry of Deeds (Warranty Deed BK1288 PG0271-0279); the rights-of-way, easements, and reservations referenced in the document titled "Certificate as to Rights-of-Way, Easements, and Reservations" (dated August 26, 2009), and; the restrictions noted in the document titled "FWS deed language for Umbagog Land Exchange".

The intended use of this appraisal is for use by Region 5, Northeast, Hadley, MA on behalf of the United States of America in connection with the exchange of the identified rights for Federal property located in Errol, New Hampshire. The Trust For Public Land is acting as a facilitator. The appraisal report is not intended for any other use.

According to the Statement of Work (SOW) provided to me by my client, Mr. Ryan P. Lee, RPRA, Office of Valuation Services, on May 3, 2013, the appraisal reflected in this report was requested in the context of a land exchange project between the State of New Hampshire and the United States Government. The property owned by the State of New Hampshire is a 284-acre tract located in Wentworth Location, in Coos County, New Hampshire. The State of New Hampshire appraisal report was completed on July 18, 2013, and was identified as: "LKU (2C,aC) State of NH, Project", Project Number: F13110/00039716. After completing the first phase of this assignment, it was my opinion that the market value of the "difference" (between the "before" and "after" studies of the property owned by the State of New Hampshire), as of the May 9, 2013, date of value, was \$99,400.

In regard to the land owned by the United States of America and referred to as "a Portion of LKU (16Ae) USA Parcel 1", the SOW provided to me by Mr. Ryan Lee indicates that "its final size is to be determined to make the value equal or slightly less than the value of the parcel to be

conveyed from the state of New Hampshire." Hence, this report cannot be understood or relied upon without reference to the appraisal of the 284-acre tract owned by the State of New Hampshire, completed on July 18, 2013, and identified as "LKU (2C,aC) State of NH", Project Number: F13110/00039716.

Upon completion of the analysis of the land owned by the United States of America and referred to as "a Portion of LKU (16Ae) USA Parcel 1", a value of \$400 per acre was considered reasonable and supportable. Therefore, $400 \times 233 \text{ acres} = \$93,200$.

This value conclusion conforms to the SOW provided by Mr. Ryan Lee, wherein the final (parcel) size "is to be determined to make the value equal or slightly less than the value of the parcel to be conveyed from the state of New Hampshire", or \$99,400. Therefore, in consideration of the facts and opinions contained herein, it is my opinion that the final size of the land owned by the United States of America and referred to as "a Portion of LKU (16Ae) USA Parcel 1" is 233.0-acres, as of the May 9, 2013, date of value. Hence, from this point forward, any reference to the appraised property is predicated on 233.0 total acres, and the supporting analysis and documentation is located in the "Valuation" section.

This report was completed in accordance with the Uniform Standards of Professional Appraisal Practice, 2012-2013 (the most current available), and the Uniform Appraisal Standards for Federal Land Acquisitions, 2000 (the most current available).

- This report is subject to the "Certification" as well as the "General Assumptions" and "Limiting Conditions" that follows the Executive Summary.

I have made a careful and thorough analysis of this property, the details of which are enclosed herewith. In consideration of the facts and opinions contained herein, it is my opinion that the market value of the subject property, a 233-acre component of LKU (16Ae) USA Parcel 1, as of the May 9, 2013, date of value, is: \$93,200.

Respectfully submitted,



Scott E. Dickman
Certified General Appraiser, NHCG-518

Return to:
(USFWS ???)

DRAFT

This transfer is exempt from the
payment of real estate transfer
tax pursuant to NH RSA 78-B:2(I).

GRANT OF CONSERVATION EASEMENT

**Big Island State Forest
Wentworth Location**

THE STATE OF NEW HAMPSHIRE, BY AND THROUGH THE COUNCIL ON RESOURCES AND DEVELOPMENT AND ITS DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT, PO Box 1856, Concord, New Hampshire, 03302-1856, (the "State" or "Fee Owner"), pursuant to RSA 162-C:6 and RSA chapter 227-G, and for and in consideration of the conveyance to the State of New Hampshire Department of Resources and Economic Development of a 223-acre portion of Umbagog National Wildlife Refuge located in Errol Township, Coos County, New Hampshire, grants to the UNITED STATES OF AMERICA, and its assigns, Washington, D.C., (the "USA" or "Easement Holder"), with quitclaim covenants, in perpetuity, the Conservation Easement (the "Easement") hereinafter described with respect to a certain tract of unimproved land situated in the unincorporated township of Wentworth Location, Coos County, New Hampshire, known as Big Island State Forest (the "Property") consisting of all rights to the Property except for those rights specifically reserved by the Fee Owner, being more particularly described by the tract description attached hereto and made a part hereof as APPENDIX A, and as depicted on a sketch plan attached hereto as APPENDIX B.

WHEREAS, the Property was acquired on October 27, 1988, through the Land Conservation Investment Program for its conservation values, to assure appropriate public access, and as working forestland to be held in fee title by the State of New Hampshire in public trust pursuant to RSA 162-C:10 and managed by the Fee Owner; and

WHEREAS, the Property contains 284 acres, more or less, of forested high-value wildlife habitat land, including over 10,000 feet of frontage on the Magalloway River, and approximately 46 acres of associated wetlands; and

WHEREAS, the Fee Owner wishes to increase the protection of the conservation values of the Property; and

WHEREAS, protection for the Property will be increased through the transference of land management authority to the Refuge; and

WHEREAS, the Easement Holder, acting through the Regional Director of the United States Fish and Wildlife Service (the "Service"), is authorized to acquire real property or interests therein pursuant to

Big Island Conservation Easement

Page 1 of 11

16 U.S.C. §§ 715k, 742f(a)(4), and 1534(a)(2), in order to preserve wildlife habitat; and

WHEREAS, the Service presently manages the abutting 30,000-acre Umbagog National Wildlife Refuge (the "Refuge"), with authority to expand the Refuge, and desires to incorporate into and manage the Property as part of the Refuge.

NOW THEREFORE, the Easement granted with respect to the Property is as follows:

1. PURPOSES

A. To retain the property in an undeveloped state including the conservation and protection of waterfront, streams, riparian areas, wetlands, and the quality of groundwater and surface water resources, fish and wildlife habitats, rare and exemplary plants and natural communities, and the ecological processes that sustain these natural heritage features, and cultural resources, and to prevent any use of the Property that will impair or interfere with its conservation values; and

B. To fulfill the Mission of the National Wildlife Refuge System as defined by the Refuge Improvement Act of 1997 which is: "is to administer a national network of lands and waters for the conservation, management and where appropriate, restoration of fish, wildlife, and plant resources and their habitats within the United States for the benefit of future generations of Americans" (Public Law 105-57); and

C. To fulfill the establishing purposes of the Umbagog National Wildlife Refuge. The Refuge was established in 1992 for the following purposes and under the following authorities:

"...the conservation of the wetlands of the Nation in order to maintain the public benefits they provide and to help fulfill international obligations contained in various migratory bird treaties and conventions" (Emergency Wetlands Resources Act of 1986, 16 U.S.C. 3901(b)); and

"...for use as an inviolate sanctuary, or for any other management purpose. For migratory birds" (Migratory Bird Conservation Act, 16 U.S.C. 715d); "...for the development, advancement, management, conservation, and protection of fish and wildlife resources...." (Fish and Wildlife Act of 1956; 16 U.S.C. 742f(a) (4).

2. USE LIMITATIONS ON FEE OWNER (RIGHTS CONVEYED BY FEE OWNER)

A. The Property shall be maintained in perpetuity as open space without there being conducted thereon any industrial or commercial activities. No use shall be made of the Property, and no activity shall be permitted thereon, which is inconsistent with the purpose of the Refuge and the mission of the National Wildlife Refuge system, as more particularly described in Section 1 herein.

B. The Property shall not be subdivided or otherwise divided into parcels of separate distinct ownership.

C. No structure or improvement shall be constructed, placed, or introduced onto the Property except as allowed in Section 3, Reserved Rights of Fee Owner.

D. No removal, filling, or other disturbances of soil surface, nor any changes in topography, surface or subsurface water systems, wetlands, or natural habitat except as allowed in Section 3, Reserved Rights of

the Fee Owner.

E. There shall be no mining, quarrying, excavation, or removal of rocks, minerals, gravel, sand, topsoil, or other similar materials on the Property, except as allowed in Section 3, Reserved Rights of the Fee Owner.

F. There shall be no dumping, injection, burning, or burial of refuse, trash, rubbish, debris, junk, waste, man-made materials or materials then known to be environmentally hazardous, including vehicle bodies or parts, or other similar substances.

G. No rights-of-way or easements of ingress or egress in favor of any third party shall be created or developed into, on, over, or across the Property without the prior written approval of the Fee Owner and the Easement Holder.

3. RESERVED RIGHTS OF FEE OWNER

A. Through the public trust obligation of the Fee Owner, the public has the right of pedestrian access on and across the Property for low-impact non-commercial recreational activities including but not limited to hunting, fishing, trapping, hiking, cross country skiing, nature observation and snowmobiling on existing designated trails. All activities must be determined in writing by the Easement Holder to be compatible with the purpose of the Refuge and in accordance with current laws and regulations of the Refuge. The Fee Owner agrees to cooperate with the Easement Holder to limit allowed public access and use of the Property if the public use is not consistent with the Purposes above.

B. The Fee Owner reserves the right to allow, manage and enforce operation of snowmobiles on the designated trail on the Property as depicted on a sketch plan of the Property, here attached as APPENDIX B, and the Fee Owner shall have the right to maintain and sign the designated trail. The designated trail, from time to time, may be relocated or additional snowmobile trails may be established upon mutual written agreement of the Fee Owner and the Easement Holder.

C. The Fee Owner reserves the right to maintain, manage, sign and enforce public use of the existing hiking trail on the Property as depicted on APPENDIX B; and the hiking trail, from time to time, may be relocated, or additional hiking trails may be established, upon mutual written agreement of the Fee Owner and the Easement Holder.

D. The Fee Owner shall have the right to remove fill, disturb soil surfaces, and alter topography, surface, and subsurface water systems and install bridge or culvert structures as necessary to accomplish trail maintenance and management provided such activity is not detrimental to the Purposes of the Easement and subject to the prior written approval of the Easement Holder. No such rocks, minerals, gravel, sand, topsoil, or other similar materials shall be removed from the property.

4. AFFIRMATIVE RIGHTS OF EASEMENT HOLDER

- A. The Easement Holder and its agents shall have reasonable access to the Property and all of its parts for such inspection as is necessary to determine compliance with and to enforce the Easement and exercise rights conveyed herein and fulfill the responsibilities assumed by the acceptance of the Easement, including management.
- B. The Easement Holder shall have the right to identify the Property as conservation land protected by the Easement Holder and shall have the right to place signs as customarily installed by its agency.
- C. The Easement Holder shall have the exclusive right to conduct wildlife habitat and other management actions, including but not limited to timber harvesting and the right to retain any revenues derived thereby, wildlife surveys and ecological investigation activities on the Property as if the fee owner thereof. This right includes but is not limited to the right to manage the Property as part of the National Wildlife Refuge System, including enforcement of Refuge regulations.
- D. The Easement Holder shall have the right to post, and/or otherwise restrict, the Property against camping, motorized off-road recreational vehicles, bicycles, or other wheeled vehicles, horses, and any activities detrimental to the purposes of the Easement, or against any activities not compatible with the management of the Property as part of the National Wildlife Refuge System. Neither the Easement Holder nor the Fee Owner shall be under any duty, express or implied, to supervise said access, use, or purpose; and access to and use of the Property by the public shall be solely at the risk of the user(s) thereof.
- E. Except where retained by the Fee Owner, the Easement Holder shall have the right to administer and manage public use, camping, wheeled vehicle access, and construction of fires consistent with the easement.
- F. The Easement Holder shall have the right to administer and manage all economic activities on the Property consistent with this easement and consistent with Refuge purposes and policies and retain any revenues derived thereby. Economic activities include but are not limited to, timber harvest, trapping, and guiding.
- G. The Easement Holder shall have the right to temporarily limit or prohibit access to and use of forestland during harvesting or other forest management activities, and to limit or prohibit public access to and use of the Property for an appropriate period of time to halt problematic or abusive uses or behaviors by said public. The Easement holder may post all or any portions of the Property for the communication of the restrictions or limitations in or established under this Section.
- H. The Easement Holder shall have the right to limit or prohibit public access to and use of portions of the Property for an appropriate period of time to protect sensitive wildlife resources such as: loon nests, eagle nests, osprey nests, peregrine falcon nests, or nests or breeding areas of other species of conservation concern.
- I. The Easement Holder shall have the right to erect structures customary and appropriate for the facilitation of public use, and consistent with refuge purposes, including; parking lots, restrooms, kiosks, information signs, interpretive signs, trails, and viewing platforms, provided such structures are not detrimental to the Purposes of the easement.

J. The Easement Holder shall have the right to erect temporary structures to facilitate wildlife conservation, habitat management, and forest management, such as run in shelters for horse logging, when consistent with refuge purposes.

K. The Easement Holder shall have the right to remove fill, disturb soil surfaces, and alter topography, surface, and subsurface water systems as necessary to accomplish forest and habitat management or facilitate public use consistent with Refuge purposes provided such removal is not detrimental to the Purposes of the Easement. Rocks, minerals, gravel, sand, topsoil, or other similar material moved or removed to accomplish Refuge goals shall not be removed from the Property.

5. BENEFITS AND BURDENS

A. The burden of the Easement conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity; the benefits of the Easement shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or transferable only to the U.S. Government, or any subdivision of it, consistent with Section 170(c)(1) of the U.S. Internal Revenue Code of 1986, as amended, or to any qualified organization within the meaning of Section 170(h)(3) of said Code, which organization has among its purposes the conservation and preservation of land and water areas and agrees to and is capable of protecting the conservation purposes of the Easement, and has the resources to enforce the restrictions of the Easement. Any such assignee or transferee shall have like power of assignment or transfer.

6. RESOLUTION OF DISAGREEMENTS

A. The Fee Owner and the Easement Holder desire that issues arising from time to time concerning uses or activities in light of the provisions of the Easement will first be addressed through candid and open communication between the parties rather than unnecessarily formal or adversarial action. Therefore, the Fee Owner and the Easement Holder agree that if either party becomes concerned whether any use or activity (which together for the purposes of this Section, "Resolution of Disagreements," shall be referred to as the "Activity") complies with the provisions of the Easement, whenever reasonably possible the concerned party shall notify the other party of the perceived or potential problem, and the parties shall explore the possibility of reaching an agreeable resolution by informal dialogue.

7. BREACH OF EASEMENT – REMEDIES

A. If the Fee Owner or the Easement Holder determines that a breach of the Easement has occurred or is threatened, the determining party shall notify the offending party in writing of such breach and demand corrective action to sure the breach and, where the breach involves injury to the Property, to restore the portion of the Property so injured to its prior condition.

B. The offending party shall, within thirty (30) days after receipt of such notice or after otherwise learning of such breach or conduct, undertake those actions, including restoration, which are reasonably calculated to cure swiftly said breach and to repair any damage. The offending party shall promptly notify the determining party of its actions taken here under.

C. If the Fee Owner or Easement Holder fails to perform its obligation under the immediately preceding paragraph B. above, or fails to continue diligently to cure any breach until finally cured and/or if the determining party believes that some action or inaction of the offending party or a third party is causing irreparable harm or damage to the Property, the determining party may seek a temporary restraining order, preliminary injunction or other form of equitable relief from a court of competent jurisdiction to cause the cessation of any such damage or harm, to enforce the terms of the Easement, to enjoin any violation by permanent injunction, and to require the restoration of the Property to its condition prior to any breach.

D. Forbearance by the Easement Holder or Fee Owner to exercise its rights under the Easement in the event of any breach of any term thereof by the offending party shall not be deemed or construed to be a waiver by the Easement Holder or Fee Owner of such term or of any subsequent breach of the same or any other term of the Easement or of any of the Easement Holder's or Fee Owner's rights hereunder. No delay or omission by the Easement Holder or Fee Owner in the exercise of any right or remedy upon any breach by the offending party shall impair such right or remedy or be construed as a waiver.

E. Nothing contained in the Easement shall be construed to entitle the Easement Holder or Fee Owner to bring any action against the other for any injury to or change in the Property resulting from causes beyond either party's control, including, but not limited to, unauthorized actions by third parties, natural disasters such as fire, flood, storm, and earth movement, or from any prudent action taken by either party under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. The Easement Holder and the Fee Owner reserve the right, separately or collectively, to pursue all legal and/or equitable remedies, as set forth in this Section, "Breach of Easement...", against any third party responsible for any actions inconsistent with the provisions of the Easement

8. NOTICES

All notices, requests and other communications, required or permitted to be given under the Easement, shall be in writing except as otherwise provided herein, and shall be delivered in hand or sent by certified mail, postage prepaid, return receipt requested to the appropriate address set forth above or at such other address as the Fee Owner or the Easement Holder may hereafter designate by notice given in accordance herewith. Notice shall be deemed to have been given when so delivered or so mailed.

9. SEVERABILITY

If any provision of the Easement, or the application thereof to any person or circumstance, is found to be invalid by a court of competent jurisdiction, the remainder of the provisions of the Easement or the application of such provision to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

10. CONDEMNATION/EXTINGUISHMENT

A. Whenever all or part of the Property is taken in exercise of eminent domain by public, corporate, or

other authority so as to abrogate in whole or in part the Easement conveyance hereby, or whenever all or part of the Property is lawfully sold without the restrictions imposed hereunder in lieu of condemnation or exercise of eminent domain, the Fee Owner and the Easement Holder shall there upon act jointly to recover the full damages resulting from such taking with all incidental or direct damages and expenses incurred by them to be paid out of the damages recovered.

B. The balance of the land damages recovered from such taking or lawful sale in lieu of condemnation or exercise of eminent domain shall be divided between the Fee Owner and the Easement Holder in proportion to the fair market value, at the time of condemnation, of their respective interests in that part of the Property condemned. For this purpose and that of any other judicial extinguishment of the Easement, in whole or in part, the values of the Fee Owner's and Easement Holder's interests shall be determined by an appraisal prepared by a qualified appraiser at the time of condemnation or extinguishment.

C. The Fee Owner shall use its share of the proceeds resulting from condemnation or extinguishment in a manner consistent with and in furtherance of one or more of the conservation purposes set forth herein.

11. ADDITIONAL EASEMENT

Should the Fee Owner determine that the expressed purposes of the Easement could better be effectuated by the conveyance of an additional easement, the Fee Owner may execute an additional instrument to that effect, provided that the conservation purposes of the Easement are not diminished thereby and that a public agency or qualified organization, described in the Section "Benefits and Burdens," above, accepts and records the additional easement.

IN WITNESS WHEREOF, We have hereunto set our hands this ____ day of _____, 2013.

UNITED STATES OF AMERICA FISH & WILDLIFE SERVICE

The above and foregoing Conservation Easement was authorized to be accepted by the UNITED STATES OF AMERICA, Easement Holder as aforesaid, and the said Easement Holder does hereby accept the foregoing Conservation Easement, by and through _____, Realty Officer, Fish and Wildlife Service, Region 5, United States Department of Interior, 300 Westgate Center Drive, Hadley, MA 01035 hereunto duly authorized this ____ day of _____, 2013

by: _____
_____, Realty Officer
Fish and Wildlife Service, Region 5
U. S. Department of Interior

STATE OF NEW HAMPSHIRE
COUNTY OF _____, ss.

On this _____ day of _____, 2013, personally appeared _____, the authorized representative of the Easement Holder, the UNITED STATES OF AMERICA, and acknowledged the foregoing instrument to be his free act and deed, and the free act and deed of the United States of America.

Justice of the Peace/Notary Public
My Commission Expires: _____

(seal)

**THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES
AND ECONOMIC DEVELOPMENT**

By: _____
Name: Jeffrey J. Rose
Title: Commissioner
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK, SS

On this _____ day of _____, 2013, personally appeared Jeffrey J. Rose, Commissioner of the Department of Resources and Economic Development of the State of New Hampshire, known to me or satisfactorily proven to be the person described in the Conservation Easement, and acknowledged that he was duly authorized to execute this Conservation Easement.

Justice of the Peace/Notary Public
My Commission Expires: _____

(seal)

**THE STATE OF NEW HAMPSHIRE
COUNCIL ON RESOURCES AND DEVELOPMENT**

By: _____
Name: Meredith Hatfield
Title: Chairman
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK, SS

On this _____ day of _____, 2013, personally appeared Meredith Hatfield, Chairman of the Council on Resources and Development of the State of New Hampshire, known to me or satisfactorily proven to be the person described in the Conservation Easement, and acknowledged that he was duly authorized to execute this Conservation Easement.

Justice of the Peace/Notary Public
My Commission Expires: _____

(seal)

Approved as to form, substance and execution by the Office of the Attorney General:

Date

Patrick J. Queenan
Civil Bureau Attorney - Attorney General
of the State of New Hampshire

This conveyance to the State of New Hampshire was authorized by vote of New Hampshire Governor and Executive Council on _____, Agenda Item _____.

APPENDIX A
EASEMENT AREA DESCRIPTION

Beginning at a point on the line between Wentworth's Location and the Second College Grant, said point being on the westerly side of the road leading from NH Route 16, so-called into the Second College Grant; Thence running along the westerly side of the road S18° 30'W, 4.82 chains to a stake; Thence running S56° 00'W, 1.55 chains to a stake; Thence running N78° 00'W, 6.81 chains to a stake; Thence running S80° 30'W, 7.34 chains to a stake at an old barbed wire fence; Thence in a southerly direction meandering along said fence 13.60 chains to a fence corner; Thence running S64° 00'W, 6.00 chains along a fence to a stake; Thence running S41° 00'W, 10.00 chains to a 7" fir by a big rock; Thence running S9° 00'W, 2.40 chains to a stake at an old fence; Thence running S17° 30'W, 3.56 chains along a fence to a stake; Thence running N76° 00'W, 52.00 chains to line of land of the Brown Company; Thence running N15° 00'E, 41.88 chains to a stake and stones on the northerly line of said Wentworth's Location; Thence running S75° 30'E, along said town line about 70.00 chains to the point of beginning.

Also conveying a right-of-way over land of said Roderigue described as follows; Starting at the 7.50 chain point of the fifth course in the above description and running S54° 30'E, 1.00 chains; Thence running S12° 00'E, 6.81 chains to the NH Route 16, so-called.

Further conveying hereby a Conservation Easement on that part of the Big Island, so-called, in the Magalloway River situate in said town of Wentworth's Location, together with a right-of-way to said Big Island along the existing road to the same.

Excepting that portion of land conveyed to Oxford Paper Company recorded in Coos County Registry of Deeds B/841 P/665 on April 7th, 1995.

Meaning and intending to describe a portion of the property conveyed to the State of New Hampshire, Department of Resources and Economic Development and recorded in Coos County Registry of Deeds B/737 P/840, Item IX-Property in Wentworth's Location, dated October 27th, 1988.

The above describe property is subject to any an all restrictions cited in said B/737 P/840.

APPENDIX B PROPERTY MAP



Sketch of Conservation Easement Area
Big Island State Forest
Wentworth's Location
conveyed to the U.S. Fish & Wildlife Service

June, 2012



Big Island State Forest
(To Be placed under a
Conservation Easement)

15: Big Island

RETURN TO:
William Carpenter
DRED
PO Box 1856
Concord, NH 03302-1856

DRAFT

**Exempt from transfer tax as a
no-consideration, non-contractual
transfer pursuant to
NH RSA 78-B: 2, IX.**

QUITCLAIM DEED

This Deed, made the _____ day of _____, Two Thousand and Thirteen, between THE UNITED STATES OF AMERICA, 300 Westgate Center Drive, Hadley, Massachusetts, 01035-9589, the address for the purpose of this conveyance (Grantor), and The State of New Hampshire, through its Department of Resources and Economic Development, with a principal office at 172 Pembroke Road P.O. Box 1856, Concord, Merrimack County, New Hampshire 03301 (Grantee),

Witnesseth:

Whereas, pursuant to 16 U.S.C. § 668dd(b)(3), in administering the National Wildlife Refuge System the Secretary of the Interior is authorized to acquire lands or interests therein by exchange for acquired lands or public lands, or interests in acquired or public lands, under his administration which he finds to be suitable for disposition. The values of the properties so exchanged either shall be approximately equal or if they are not approximately equal the values shall be equalized by the payment of cash to the grantor or the Secretary as the circumstances require; and

Whereas, the Secretary of the Interior, acting through the Regional Director of the United States Fish and Wildlife Service, has determined that UNITED STATES (TRACT 16Ae) Parcel "A", also known as SUBDIVISION LOT 2A on a certain map entitled "Preliminary Plan – Minor Subdivision Lands of the United States of America Prepared for The U.S. Department of the Interior Fish & Wildlife Service", dated March 18, 2013 and prepared by CIVIL CONSULTANTS of South Berwick, Maine. Said map will be revised to adjust the acreage from 234.26 acres as shown on said map to 233.00 acres. Said map being recorded in the Coos County Registry of Deeds as Map _____.

NOW THEREFORE, the said Grantor, for and in consideration of the conveyance by Warranty Deed recorded herewith of lands of approximately equal value being the land identified as Tract (2C,C1) on a map entitled "United States Department of the Interior Fish and Wildlife Service Umbagog National Wildlife Refuge Map ()", Dated _____ 2013, and prepared by CIVIL CONSULTANTS of South Berwick, Maine. Said plan is recorded in the files of the United States Department of the Interior, Fish and Wildlife Service, Office of Realty, 300 Westgate Center Drive, Hadley, MA 01035-9589. The Grantor does give, grant, bargain, sell, alien, release, enfeoff, convey and confirm unto the said party of the second part, and its assigns, forever, all those certain tracts or parcels of land and premises, described as UNITED STATES (TRACT 16Ae) Parcel "A", also known as SUBDIVISION LOT 2A, Subject to a Certain Conservation Easement and retains certain Right-of-Ways designated as TRACT 16AeR4 and TRACT 16AeR5,

The hereinafter-described tract of land and easements are located in the State of New Hampshire, Coos County, Town of Errol, being a portion of the lands of the United States of America, described in deeds from THE TRUST FOR PUBLIC LAND, d/b/a TPL – NEW HAMPSHIRE, dated September 29, 2009, and recorded in Book 1288, Page 271 of the Coos County Registry of Deeds (located in Lancaster, New Hampshire), being more particularly described as follows:

UNITED STATES (TRACT 16Ae) PARCEL "A"

INSERT SURVEY DESCRIPTION HERE

Being a portion of Map R2, Lot 22-2 of the Town of Errol Tax Maps.

SUBJECT TO:

This property was originally purchased by the United States of America for conservation purposes and therefore the following restrictions apply to ensure that the intent of that purpose continues with the property:

- No further subdivision of this parcel is allowed.
- The primary purpose of the parcel is forest and wildlife management. Public recreational access for hunting, fishing, and wildlife watching are also primary purposes of the property.
- The Property shall be maintained in perpetuity as open space without there being conducted thereon any industrial or commercial activities. No use shall be made of the Property, and no activity shall be permitted thereon, which is inconsistent with the purpose of the Land Conservation Investment Program.
- Motorized public access is restricted to existing roads as depicted on the above referenced subdivision.
- In the event that the motorized public access needs to be re-routed to allow for timber harvesting operations to occur on the property or adjacent lands, the trail location may be modified along a parallel course. The total length of motorized public access trail at any one point in time may not exceed 0.5 miles.
- In addition to any other party allowed by law, the Council on Resources and Development, or any other successor or assign of lands obtained by the former Land Conservation Investment Program, shall have standing to enforce the restrictions described within this deed.

TO BE RETAINED

The Grantor reserves two perpetual right-of-way easements more particularly described as follows:

TRACT 16AeR4

Being a 66-foot wide right-of-way for use in common with others for ingress and egress on foot and with vehicles, across other land of the Grantor located in Lot 5, Range 1 and Lot 6, Range 1 of Errol, Coos County, New Hampshire. The center of the 66-foot wide right-of-way is coincident with the centerline of

the traveled way of the road known as the "Seven Islands Bridge Road" which runs easterly from the westerly line of Lot 5, Range 1 to the westerly line of Tract (16Ae) between Corners 10873 and 10032. The grantor intends to reserve rights in common with those granted. Others also enjoy the right to use this road.

TRACT 16AeR5

Being a 66-foot wide right-of-way for use in common with others for ingress and egress on foot and with vehicles, across other land of the Grantor located in Lot 5, Range 1 of Errol, Coos County, New Hampshire. The center of the 66-foot wide right-of-way is coincident with the centerline of the traveled way of the road leading from the "Seven Islands Bridge Road", southerly across Lot 5, Range 1, to the westerly line of Tract (16Ae) between Corners 10873 and 10032. The grantor intends to reserve rights in common with those granted. Others also enjoy the right to use this road.

This deed is conveyed subject to existing easements for public roads and highways, public utilities, railroads, and pipelines.

In witness whereof, Wendy Weber, Regional Director, Region 5, United States Department of the Interior, Fish and Wildlife Service has executed this instrument as the act and on the behalf of the United States of America, and has affixed the seal of the Fish and Wildlife Service hereunto the day and year first above written.

WITNESS:

UNITED STATES OF AMERICA

Regional Director,

ACKNOWLEDGMENT

State of Massachusetts

}
} SS.
}

County of Hampshire

On this ____ day of September, 2013, before me, the undersigned notary public, personally appeared Wendy Weber, proved to me through satisfactory evidence of identification, which was government photograph identification card, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for it's stated purpose, as the Regional Director for the Federal Agency, the U.S. Fish and Wildlife Service.

[SEAL]

My commission expires:

Notary Public

ACCEPTANCE

**THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES
AND ECONOMIC DEVELOPMENT**

By:

Jeffrey J. Rose
Commissioner
Duly Authorized

**STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK, ss**

On this _____ day of _____, 2013, Jeffrey J. Rose, Commissioner of the Department of Resources and Economic Development of the State of New Hampshire, known to me or satisfactorily proven to be the person described in the foregoing instrument, and acknowledged that he was duly authorized and executed the same in the capacity therein stated and for the purposes therein contained.

Justice of the Peace/Notary Public

My Commission Expires: _____

(seal or stamp)



New Hampshire Fish and Game Department

LROP 13-041

HEADQUARTERS: 11 Hazen Drive, Concord, NH 03301-6500
(603) 271-3421
FAX (603) 271-1438

www.WildNH.com
e-mail: info@wildlife.nh.gov
TDD Access: Relay NH 1-800-735-2964

September 13, 2013

The Honorable David Campbell, Chairman
Long Range Capital Planning and Utilization Committee
c/o Office of Legislative Budget Assistant
State House, Room 102
Concord, NH 03301

SUBJECT: Lease of Pulpit Rock Tower, Rye NH - Tax Map 20.2, Lot 50

Dear Chairman Campbell:

REQUESTED ACTION

Pursuant to RSA 4:40, New Hampshire Fish and Game Department is requesting authorization to enter into a Lease Agreement, at no cost, with the Friends of Pulpit Rock Tower, Inc., for 0.438 acres of property in the Town of Rye which includes Pulpit Rock Tower, a WWII observation tower, and further authorization to waive the \$1,100 Administrative Fee. The purpose of the lease is to allow future maintenance and stewardship, rehabilitation and eventual transfer of the property to the Town of Rye.

EXPLANATION

The property, along with the tower to be leased is 0.438 acres is visible from US Route 1A in Rye and nestled among a tight residential neighborhood. NHFG acquired the property on April 5, 1978 at no cost from the federal government and is considered an historic monument. The purpose of the acquisition was for law enforcement monitoring of the NH seacoast for illegal fin, shellfish and lobstering activities.

For several years the tower was used by the officers for its intended purpose. However, during the mid 1980s the tower was vandalized and fell into disrepair. It was a target for graffiti, scavengers and copper thieves. The windows and doors were broken which allowed the tower to be inhabited by pigeons contaminating every floor with guano. It was considered abandoned by locals.

For years, NHFG was in serious violation of federal law and the covenants under which the tower was acquired in 1978.

The illegal activities at the property were noticed, and were a concern to the neighbors. In response, the neighborhood formed the Friends of Pulpit Rock Tower (Friends) and approached NHFG in late 2007 to find a better solution to the property's use and tower's future. Working with Friends, and under pressure

REGION 1

629B Main Street
Lancaster, NH 03584-3612
(603) 788-3164
FAX (603) 788-4823
email: reg1@wildlife.nh.gov

REGION 2

PO Box 417
New Hampton, NH 03256
(603) 744-5470
FAX (603) 744-6302
email: reg2@wildlife.nh.gov

REGION 3

225 Main Street
Durham, NH 03824-4732
(603) 868-1095
FAX (603) 868-3305
email: reg3@wildlife.nh.gov

REGION 4

15 Ash Brook Court
Keene, NH 03431
(603) 352-9669
FAX (603) 352-8798
email: reg4@wildlife.nh.gov

from the federal government to come into compliance, the tower was cleaned and sterilized from the guano, and secured from vandalism and wildlife by NHFG. Additional work by the Friends was accomplished through a NHFG Special Use Permit (SUP). This included brush clearing, painting, graffiti removal, railing installation, clearing of debris and garbage pickup. The tower and grounds remain secure today through the oversight of the Friends. At this time, the Friends objective was to make the tower safe for the public to enter.

Under the SUP and with the guidance from NHFG, the NH Department of Historic Resources and the Attorney General's office, the Friends developed a Stewardship Plan and Rehabilitation Program at their own cost.

As a result, the tower can now be opened to the public on special Tower Tour days, designed after lighthouse tours. The Friends have hosted six successful Tower Tours resulting in increased public awareness and support through donations, new memberships and volunteers. The group has currently 150 members and growing and is a 501(c)(3) corporation.

Over time, NHFG has developed a relationship with the Friends, and the group has demonstrated commitment and dedication to the Tower's preservation. The Friends have increased cooperation and support of the local community through education, "hands on" experience and awareness. Their vision for the tower is far more than what NHFG is capable of as its owner. The proposed work through the Lease, stewardship plan and rehabilitation program is beyond anything F&G could accomplish.

In their endeavors to restore and preserve the tower the Friends have been recognized and awarded for their accomplishments on a State and National level. This includes but is not limit to nomination of the tower to the National Register of Historic Places and it was acknowledge by NH Preservation Alliance as one of Seven to Save in 2010.

However, a long term goal of the Friends, and the crux of the Lease is to secure the ownership of the tower with the Town of Rye.

Because the tower was acquired at no cost, the tower can only be transferred in fee to a local government entity and cannot be transferred privately. At the 2011 Town Meeting, the Town of Rye approved the conveyance of the tower to the Town through the Heritage Commission, provided that, a \$130,000 endowment for future maintenance and upkeep is raised prior to the transfer.

This Lease will allow the Friends to raise the endowment and to continue their work as stewards taking over the responsibilities of NHFG. The NHFG officers will still have access to the tower for enforcement monitoring.

Additionally, under 41 CFR § 101-47.308-3 (3) any "revenue producing activities shall be used by the grantee, lessor, sublessor, or developer, only for public historic preservation, park, or recreational purposes". In other words, any revenue the NHFG or the Friends receive from the tower needs to be put back towards the tower for its restoration.

The Friends are a limited income, not for profit corporation in good standing with the State of New Hampshire. Their main source of revenue is by donation or grant. The nature of this request is such that all monies received by the Friends are used towards the tower's restoration. Additionally, as stated above there were no state funds used to acquire this property. Therefore, under RSA 4:40 III-a, NHFG respectfully requests that the \$1,100 administration fee be waived.

The tower holds a visible, notable, and iconic status in Rye and the wider community. NHFG would like to see the Friends accomplish what they set out to do: Save the Tower.

NH Council on Resources and Development members votes to recommended approval on May 30, 2013.

Thank you for your consideration.

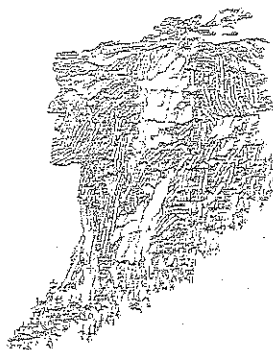
Respectfully submitted,

A handwritten signature in dark ink, appearing to read 'Glenn Normandeau', is written over a horizontal line.

Glenn Normandeau
Executive Director

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: Glenn Normandeau, Executive Director
Department of Fish & Game

FROM: Susan Slack, Assistant Planner
Office of Energy and Planning

DATE: May 30, 2013

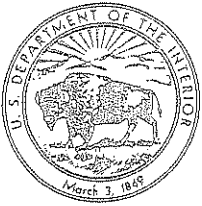
SUBJECT: Surplus Land Review, SLR 13-009-RYE

On May 9, 2013, the Council on Resources and Development (CORD) took action on the following issue brought by the Department of Fish & Game:

Request to lease Pulpit Rock Tower, a historic WW II observation tower on 0.438 acres of land on Davis Road (Tax Map 20.2, Lot 50) in Rye, to The Friends of Pulpit Rock Tower for a term of 10 years so that the Friends can assume responsibility for its upkeep, maintenance and stewardship.

CORD members voted to RECOMMEND APPROVAL of SLR 13-009 as submitted, subject to no adverse comments being received during the remainder of the comment period, which ended May 29, 2013. No adverse comments were received.

cc: Betsey McNaughton, Land Agent, Department of Fish & Game
Meredith Hatfield, Director, NH Office of Energy and Planning
Representative David Campbell, Chair, Long Range Capital Planning and Utilization Committee



United States Department of the Interior

NATIONAL PARK SERVICE
Northeast Region
U.S. Custom House
200 Chestnut Street
Philadelphia, PA 19106-2878

IN REPLY REFER TO:

H30(4506)

April 18, 2013

Ms. Elizabeth McNaughten, Land Agent
New Hampshire Fish and Game Department
11 Hazen Drive
Concord, NH 03301

Dear Betsey:

Enclosed please find two original copies of the Amendment to New Hampshire's Fish and Game Department's *Application for Obtaining Real Property for Historic Monument Purposes for the Harbor Defense Unit, Pulpit Rock, Rye, New Hampshire*. This amendment provides for the leasing of the property to the Friends of Pulpit Rock Tower and the rehabilitation of the Tower according to approved Stewardship and Rehabilitation Plans.

Please have both copies signed, keeping one for your files and returning the other original to me for our files.

Thank you for your hard work on behalf of the Tower to provide for its long term preservation and reuse by the Friends.

Sincerely,

Alisa McCann
Architectural Historian

Enclosures

AMENDMENT TO
THE APPLICATION FOR OBTAINING REAL PROPERTY
FOR HISTORIC MONUMENT PURPOSES
BY THE
NEW HAMPSHIRE FISH AND GAME DEPARTMENT
FOR
HARBOR DEFENSE UNIT, PULPIT ROCK, RYE, NEW HAMPSHIRE
GSA Control Number N-NH-451

The Application is hereby amended as follows:


1. Preservation and Architectural Plan, Section e shall be revised to state:

The structure shall be rehabilitated by the Friends of Pulpit Rock Tower, Inc. (herein FRIENDS) according to the Stewardship Plan and the Rehabilitation Plan, both dated March 26, 2013 and are attached to the Lease between the New Hampshire Fish and Game Department (herein NHFG) and the FRIENDS. Both the Stewardship Plan and the Rehabilitation Plan were reviewed and approved by the National Park Service, Northeast Regional Office (NPS/NERO). Implementation of this Rehabilitation Program is predicated upon the success of the FRIENDS, which is further described in Section f (Use Plan).

2. Use Plan, Section f shall be revised to state:

NHFG shall lease the Tower to the FRIENDS through the proposed Lease Agreement, with appurtenant exhibits, attached hereto. This Lease will allow the FRIENDS to assume responsibilities of Tower, allow adequate time to apply for and receive award/grant monies to assist in the Tower's architectural, structural and historic rehabilitation on behalf of NHFG, and will allow FRIENDS to continue to find a solution to the long term ownership of the Tower as permitted by federal law. The lease has been reviewed and approved by the NPS/NERO.

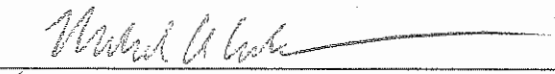
Approved:



Glenn Normandeau, Executive Director
NH Fish and Game Department

4/25/13

Date



Dennis R. Reidenbach, Regional Director
Northeast Region

4-3-13

Date

2307-1523

CSO-18

1980 APR -5 4:9:55

REC'D ROCKINGHAM COUNTY
REGISTRY OF DEEDS

KNOW ALL MEN BY THESE PRESENTS: That the UNITED STATES OF AMERICA, Grantor, acting by and through the ADMINISTRATOR of GENERAL SERVICES, under and pursuant to the powers and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377) as amended, and particularly by Public Law 362, 92nd Congress, and the regulations and orders promulgated thereunder, for and in consideration of the continuous use and maintenance of the premises hereinafter described by the STATE OF NEW HAMPSHIRE, FISH AND GAME DEPARTMENT, Grantee, as and for an historic monument, does hereby remise, release and forever quitclaim unto the STATE OF NEW HAMPSHIRE, FISH AND GAME DEPARTMENT, its successors and assigns, all its right, title, and interest in and to the following described property situated in the Town of Rye, County of Rockingham, State of New Hampshire, together with the improvements thereon, and bounded and described as follows:

Beginning at a point which is the intersection of the northeasterly side of an unnamed street and the northwesterly side of an unnamed street, said point being 335 feet more or less from the northerly side of Ocean Boulevard measured along the line of the said northeasterly side of the unnamed street;

thence along said northeasterly side of the unnamed street in a northwesterly direction a distance of 130 feet;

thence in a northeasterly direction a distance of 145 feet;

thence in a southeasterly direction a distance of 123 feet to the northwesterly side of an unnamed street;

thence in a southwesterly direction along said northwesterly side of the unnamed street a distance of 160 feet to the point of beginning.

Containing 0.438 acre, more or less.

Meaning and intending to convey all the interest of the United States acquired by General Warranty Deed from Emma L. Johnson and Otto Johnson, husband and wife, dated June 19, 1943 and recorded in the Land Records of Rockingham County, New Hampshire, in Book 1009, Page 282.

The above premises are hereby conveyed subject to any and all outstanding reservations, easements and rights-of-way, recorded or unrecorded for public roads, railroads, pipelines, drainage ditches, sewer mains and lines and public utilities affecting the premises herein conveyed.

2307-1524

The property transferred hereby was duly determined to be surplus and was assigned to the Administrator of General Services for disposal pursuant to the Federal Property and Administrative Services Act of 1949 (63 Stat. 377) as amended, and applicable rules, orders and regulations.

TO HAVE AND TO HOLD the above raised, released and quitclaimed premises with all the privileges and appurtenances thereto belonging unto the said Grantee, its successors and assigns to its own use and behoof forever, subject, however, to the covenants set forth below.

By the acceptance of this deed the Grantee herein covenants and agrees that it will furnish to the National Park Service for its review any final plans and specifications for the alteration of this property prior to issuing invitations for bids thereon.

In the event there is a breach of any of the conditions and covenants herein contained by the Grantee, its successors and assigns, whether caused by the legal inability of the Grantee, its successors and assigns, to perform said conditions and covenants, or otherwise, all right, title and interest in and to the said premises except for a perpetual easement for right of way, as set forth below, shall revert to and become the property of the United States of America at its option, and it shall have the immediate right of entry upon said premises and the Grantee, its successors and assigns, shall forfeit all right, title and interest in said premises and in any and all of the tenements, hereditaments, and appurtenances thereunto belonging; PROVIDED, HOWEVER, that the failure of the Secretary of the Interior, or his successor in function, to require in any one or more instances complete performance of any of the conditions or covenants herein contained shall not be construed as a waiver or relinquishment of such future performance, but the obligation of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect.

2307-1525

The Grantee does by the acceptance of this deed covenant and agree for itself, its successors and assigns, as follows:

1. The premises above described shall be forever used and maintained as and for an historic monument, and for those purposes only, in accordance with the application and approved program of utilization which is incorporated herein by reference. Said program of utilization may be amended from time to time at the request of either the Grantee or the United States of America, with the written concurrence of the other party, and such amendment shall be added to and become a part of the aforesaid approved program of utilization. However, notwithstanding any provision of the approved program of utilization (as currently written or amended) the property shall not be used for park or recreational purposes, whether or not such use may be compatible with the use and maintenance of the property as and for a historical monument. Prohibited park or recreational purposes include, but are not limited to, swimming or bathing or the providing of swimming or bathing facilities; boating or the providing of facilities for boating; fishing or hunting or the providing of facilities for fishing or hunting; athletic or sporting events of any type whatsoever or the providing of facilities for athletic events; games, rides or playground activities or the providing of facilities for games, rides, or playground equipment; camping or the providing of camping facilities; nature studies or the providing of facilities for nature studies, and the providing of picnic tables, fireplaces or fire pits or other facilities for picnicking or eating outdoors except for picnic tables only in the immediate vicinity of any place selling food pursuant to concession agreements concurred in by the Secretary of the Interior, if permitted by such agreements.

2307-1526

2. The Grantee, its successors and assigns, shall file biennial reports with the Regional Director, U.S. Department of the Interior, Bureau of Outdoor Recreation, or his successor in function, setting forth the use of the property during the preceding two-year (2-year) period, and other pertinent data establishing its use of the premises for the purposes set forth above.
3. The Grantor shall have the right during the existence of any National Emergency declared by the President of the United States of America, or the Congress thereof, to the full, unrestricted possession, control and use of the premises, or any part thereof, without charge; EXCEPT THAT the Grantor shall be responsible during the period of such use, if occurring within a period of twenty (20) years from the date of this conveyance, for the entire cost of maintaining the premises, or any portion thereof, so used, and shall pay a fair rental for the use of an installations or structures which have been added thereto without Federal aid; PROVIDED, HOWEVER, that if such use is required after the expiration of a period of twenty (20) years from the date of this conveyance, the Grantor shall pay a fair rental for the entire portion of the premises so used.
4. In the event of a breach of any condition or covenant herein imposed, the Secretary of the Interior, or his successor in function, may immediately enter and possess himself of title to the herein conveyed premises for and on behalf of the United States of America.
5. In the event of a breach of any condition or covenant herein imposed, the party of the second part will, upon demand of the Secretary of the Interior, or his successor in function, take such action, including the prosecution of suit, or execute such instruments, as may be necessary or required to evidence transfer of title to the herein-conveyed premises to the United States of America.

2307-1527

IN WITNESS WHEREOF, the United States of America, acting by and through the Administrator of General Services, has caused these presents to be executed in its name and behalf by the Regional Administrator, General Services Administration, Boston, Massachusetts, and the STATE OF NEW HAMPSHIRE, FISH AND GAME DEPARTMENT, to evidence its accord with, acceptance of, and agreement to be bound by the reservations, conditions and covenants herein contained, has caused these presents to be executed as a sealed instrument in its name and behalf on this 30th day of March, 1978.

UNITED STATES OF AMERICA
Acting By and Through the
ADMINISTRATOR OF GENERAL SERVICES

By L. F. Bretta
Regional Administrator
General Services Administration
Boston, Massachusetts

WITNESSES:

Helmut L. Badassarian
Ruth A. Juvvitch

COMMONWEALTH OF MASSACHUSETTS) ss.
COUNTY OF SUFFOLK)

In Boston, in said County and State, on this 30th day of March, 1978, before me personally appeared L. F. BRETTE, Regional Administrator, General Services Administration, Boston, Massachusetts, duly empowered and authorized and delegated by the Administrator of General Services, to me known and known by me to be the party executing the foregoing instrument and acknowledged said instrument by him duly executed to be the free act and deed of the UNITED STATES OF AMERICA, as his free act and deed individually, and in his capacity as Regional Administrator, General Services Administration, Boston, Massachusetts.



Arthur J. Pitts
ARTHUR PITTS
Notary Public
My Commission Expires May 21, 1982

2307-1528

ACCEPTANCE

The STATE OF NEW HAMPSHIRE, FISH AND GAME DEPARTMENT does hereby accept this deed and does agree to all the terms and conditions thereof.

STATE OF NEW HAMPSHIRE, FISH AND GAME DEPARTMENT

Charles E. Barry

Title:

Exec Director

I, E. Tupper Kinder, acting as attorney for the STATE OF NEW HAMPSHIRE, FISH AND GAME DEPARTMENT herein referred to as Grantee do hereby certify: that I have examined the foregoing Deed and the proceedings taken by the Grantee relating thereto and find that the acceptance thereof by the Grantee has been duly authorized by the statutes, ordinances, and laws of the State of New Hampshire and further, that, in my opinion, the Deed constitutes a legal and binding compliance obligation of the Grantee in accordance with the terms thereof.

Dated at Concord, N.H.

this 3 day of April, 1978

E. Tupper Kinder

Title:

Assistant Attorney General



STATE OF NEW HAMPSHIRE
FISH AND GAME DEPARTMENT

BOX 2003
34 BRIDGE STREET
CONCORD, N. H. 03301

original Application

BERNARD W. CORSON
DIRECTOR

February 28, 1977

Morris D. Arnold, Regional Director
Northeast Regional Office
Bureau of Outdoor Recreation (NPS now)
U. S. Department of the Interior
Federal Building, Room 9510
600 Arch Street
Philadelphia, Pa. 19106

Dear Mr. Arnold:

The New Hampshire Fish and Game Department is forwarding the attached application to acquire the Pulpit Rock Observation Tower in Rye, New Hampshire. The Harbor Defense Unit, GSA Control Number N-NH-451 has been declared surplus Government property and was immediately recognized as a lookout site to increase the efficiency of our conservation Law Enforcement team which patrols the coast. We hope to acquire the tower at no cost to the State under the Historical Preservation Laws.

Sincerely yours,

Mason S. Butterfield
Mason S. Butterfield
Acting Director

SAV:emb

cc: Bernard W. Corson
J. W. O'Connell
Donald W. Stever, Jr., Esq.
Linda Wilson

Enc.

APPLICATION FOR OBTAINING PROPERTY FOR HISTORIC MONUMENT PURPOSES

TO: Morris D. Arnold
Regional Director
Northeast Regional Office
Bureau of Outdoor Recreation
U. S. Dept. of the Interior
Federal Building, Room 9510
600 Arch Street
Philadelphia, Pa. 19106

The undersigned, THE NEW HAMPSHIRE FISH AND GAME DEPARTMENT, hereinafter referred to as the Applicant or Grantee, acting by and through

BERNARD W. CORSON, DIRECTOR
34 Bridge Street
Concord, New Hampshire 03301

hereby applies for the conveyance, without monetary consideration, for use for historic monument purposes, from the United States of America pursuant to Section 203(k)(3) of the Federal Property and Administrative Services Act of 1949, as amended (40 U.S.C. 484(k)(3)), and in accordance with the rules and regulations of the General Services Administration, hereinafter referred to as the Administration, the following described property:

Harbor Defense Unit, Pulpit Rock, Rye, New Hampshire, containing two non-contiguous parcels of fee owned land, GSA Control Number N-NH-451. The New Hampshire Fish and Game Department is only interested in Parcel No. 2 consisting of 0.438 of an acre with a 73-foot masonry observation tower, situated on Neptune Drive, Rye, New Hampshire.

This property is more fully described in the Program of Preservation and Utilization, Exhibit "A", attached hereto and made a part hereof.

Enclosed herewith is a resolution or certification as to the authority of the undersigned to execute this application and to do all other acts necessary to consummate the transaction.

The undersigned agrees that this application is made subject to the following terms and conditions:

1. This application and its acceptance by the Administration shall constitute the entire agreement between the Applicant and the Administration, unless modified in writing signed by both parties.
2. The descriptions of the property set forth above are believed to be correct, but any error or omission shall not constitute ground or reason for nonperformance of the agreement resulting from the acceptance of this application.
3. It is understood that the property is to be conveyed "As Is" and "Where Is" without representation, warranty, or guaranty as to quantity, quality, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose intended, and no claim for any adjustments upon such grounds will be considered after this application has been accepted.
4. The Applicant agrees to assume possession of the property within 15 days of any written request given by the Administration after acceptance of this application. Should the Applicant fail to take actual possession within such period, it shall nonetheless be charged with constructive possession commencing at 12:01 a.m., local time, of the 16th day after such request by the Administration. The word "possession" shall mean either actual physical possession or constructive possession.
5. As of the date of assumption of possession of the property, or the date of conveyance, whichever occurs first, the Applicant shall assume responsibility for any general and special real and personal property taxes which may have been or may be assessed on the property and to prorate sums paid, or due to be paid, by the Government in lieu of taxes.
6. As of the date of assumption of possession of the property, or the date of conveyance, whichever occurs first, the Applicant shall assume responsibility for care and handling and all risks of loss or damage to the property and have all obligations and liabilities of ownership.
7. In support of eligibility to acquire the property for historic monument purposes, the undersigned submits a proposal entitled "Program of Preservation and Utilization," attached hereto as Exhibit "A." The Program of Preservation and Utilization may be amended from time to time, at the request of either the Applicant or the Government, with the written concurrence of the other party. Such amendments will be added to and become a part of the original Program of Preservation and Utilization. The Applicant further agrees that it will furnish such data, maps, reports, and information as may be requested by the Secretary of the Interior.

8. Conveyance of the property shall be accomplished by an instrument, or instruments in form satisfactory to the Administration, without warranty express or implied, and shall contain reservations, restrictions, and conditions substantially as follows:

a. That the Grantee shall forever use the property in accordance with its application and the approved program attached thereto entitled "Program of Preservation and Utilization."

b. Other than as provided for in the approved "Program of Preservation and Utilization", a, above, the property shall not be sold, leased, assigned, or otherwise disposed of, except to another local governmental agency that the Secretary of the Interior is satisfied can assure the continued use and maintenance of the property for historic monument purposes. However, nothing in this provision shall preclude the Grantee from providing facilities and services to the visiting public compatible with the approved program, a, above, through concession agreements entered into with third parties, provided the prior concurrence of the Secretary of the Interior, or his designee, is obtained to such agreements.

c. Biennial reports setting forth the use made of the property during the preceding two-year period shall be filed by the Grantee with the Department of the Interior, Bureau of Outdoor Recreation, Federal Building, Room 9310, 600 Arch Street, Philadelphia, Pa. 19106. If the Administrator of General Services has authorized revenue-producing activities, the Grantee shall file with the Secretary of the Interior at the same address every two years the following reports:

(1) Financial report. Not required. The Grantee will have no revenue-producing activities.

(a) Statement of income from all sources during the reporting period. None.

(b) Statement of expenses classified according to the following heads:

(I) Repair, rehabilitation, and restoration;

(II) Recurring maintenance requirements; and None.

(III) Administration and operation. None.

(c) Statement of disposition of excess income. None.

The financial report will cover two accounting years, whether fiscal or calendar, as mutually agreed by the Grantee and the Secretary of the Interior, and will be submitted within 90 days after the close of the accounting year.

(2) Audit report. The audit report will consist of a report by an independent audit firm summarizing the results of the biennial audit in sufficient detail to disclose the financial position of the Grantee and the validity of the accounting procedures.

The Secretary of the Interior shall have the right, at his discretion, to audit such financial records, to examine such other records, and to inspect such portions of the granted property as may in his judgment be necessary to safeguard the interests of the United States.

d. The Government shall have the right, during any national emergency, including any existing national emergency, to full unrestricted use of the property conveyed without charge; provided, the Government shall bear the entire cost of maintenance of all property so used. It shall pay fair rental for use of improvements added by the Grantee without Federal aid.

e. Title to the property transferred shall revert to the United States at its option in the event of noncompliance with any of the terms and conditions of disposal.

9. Any title evidence which may be desired by the Applicant will be procured by the Applicant at his sole cost and expense. The Government will, however, cooperate with the Applicant or his authorized agent in this connection, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and property involved, as it may have available. It is understood that the Government will not be obligated to pay for any expense incurred in connection with title matters or survey of the property.

10. The Applicant shall pay all taxes imposed on this transaction and shall obtain at his own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal and local law. All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the Applicant's expense.

11. The attached "Assurance of Compliance with GSA Regulations under Title VI of the Civil Rights Act of 1964" is hereby made a part of the application.


MASON S. BUTTERFIELD

ACTING DIRECTOR

(Title)

(Dated) FEBRUARY 23, 1977

N. H. FISH & GAME DEPARTMENT
34 BRIDGE STREET, CONCORD, N. H. 0330
(Address of Applicant)

ACCEPTANCE BY THE GOVERNMENT

Accepted by and on behalf of the United States of America this _____
day of _____, 19____.

GENERAL SERVICES ADMINISTRATION

By _____

Assurance of Compliance with GSA Regulations under Title VI of the Civil Rights Act of 1964

The following agreement is made by the Applicant in consideration of and for the purpose of obtaining the transfer of any or all property covered by this application and the Applicant recognizes and agrees that any such transfer will be made by the United States in reliance on said agreement.


The Applicant agrees that (1) the program for or in connection with which any property covered by this application is transferred to the Applicant will be conducted in compliance with, and the Applicant will comply with and require any other person or any legal entity who through contractual or other arrangements with the Applicant is authorized to perform activities or provide services or benefits under said program to comply with, all requirements imposed by or pursuant to the regulations of the General Services Administration (41 CFR 101-6.2) issued under the provisions of Title VI of the Civil Rights Act of 1964; (2) this agreement shall be subject in all respects to the provisions of said regulations; (3) the Applicant will promptly take and continue to take such action as may be necessary to effectuate this agreement; (4) the United States shall have the right to seek judicial enforcement of this agreement; and (5) this agreement shall be binding upon the successors and assigns of the Applicant.

It is agreed that the instrument effecting the transfer to the Applicant of any property covered by this application will contain provisions satisfactory to the United States incorporating the substance of the foregoing agreement, such provisions to consist of (a) a condition, coupled with a right reserved to the United States to cause the property to revert to the United States in the event of any breach of such condition, and (b) a covenant running with the land.



CERTIFICATION

I, MASON S. BUTTERFIELD, certify that I am the Acting Director,
Chief of the Law Enforcement Division, New Hampshire Fish and Game
Department, of the State of New Hampshire; that BERNARD W. CORSON
who is designated as Applicant is the DIRECTOR thereof; that the
said application duly signed for and on behalf of the Applicant by
authority of its governing body, and is within the scope of its
corporate powers.


Mason S. Butterfield
Chief, Law Enforcement Division

23 February 1977

State of New Hampshire
Secretary of State

WILLIAM M. GARDNER
SECRETARY OF STATE

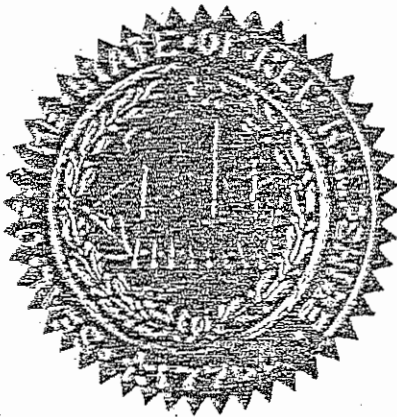
EDWARD C. KELLEY
DEPUTY SECRETARY

CATHERINE C. HARDY
ADMINISTRATIVE ASSISTANT



STATE HOUSE
CONCORD
03301

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Bernard W. Corson was appointed Director of the Fish & Game Department by the Fish and Game Commission on September 16, 1968. I further certify for the purposes of applying for surplus Government property, i.e., Pulpit Rock in Rye, New Hampshire, that in accordance with New Hampshire Revised Statutes Annotated Chapter 212:7, the title to any land acquired by purchase, gift or lease, shall be approved by the Attorney General and shall be taken by the Director in the name of the State.



In testimony whereof, I hereto
set my hand and cause to be
affixed the Seal of the State of
New Hampshire this 23rd day of
February, 1977.

William M. Gardner
Secretary of State

PROGRAM OF PRESERVATION AND UTILIZATION

Exhibit "A" of Application dated MARCH 1, 1977

a. Name of applicant agency and representative.

(1) NEW HAMPSHIRE FISH AND GAME DEPARTMENT

(2) BERNARD W. CORSON, DIRECTOR
34 Bridge Street
Concord, New Hampshire 03301

b. Property name and location.

(1) HARBOR DEFENSE UNIT, PULPIT ROCK
GSA Control Number N-NH-451

(2) RYE, NEW HAMPSHIRE

c. Description of property.

(1) Land

(a) Acreage.

1. Parcel #1. Not required.

2. Parcel #2 consists of 0.438 of an acre and is located on Neptune Drive, Rye, New Hampshire.

(b) Description of metes and bounds, accompanied by a map (Enc. #1).^v

1. Parcel #1. Not applicable.

2. Parcel #2. Beginning at a point in the northwesterly corner of the premises herein described, said point being in the extreme southerly corner of Lot #375, and on the northeasterly side of an unnamed street; thence turning and running in a northeasterly direction along the southerly boundary line of Lots #375 and #376, shown on above-mentioned plan, a distance of 145 feet to a point located in the Northwesterly corner of Lot #383; thence turning and running in a southeasterly direction along westerly boundary line of said Lot #383 a distance of 123 feet to a point located on the northerly side of an unnamed Street; thence turning and running in a southwesterly direction along the northerly side of said street for a distance of 160 feet to a point located on the northeasterly side of another unnamed street; thence turning and running in a northwesterly direction along the northeasterly side of said

Street for a distance of 130 feet to the point or place of beginning. Containing 19,100 square feet, more or less.

(2) Buildings. A 73-foot masonry observation tower located on Parcel #2. (See photos, Enclosure #2)

(3) Utilities. None.

(4) Related personal property. None.

d. Significance. See enclosure "Pulpit Rock Observation Station, Harbour Defenses of Portsmouth, N. H., Rye, New Hampshire", by Lt. Col. Wilbar M. Hoxie (Enclosure #3).

e. Preservation and Architectural Plan. The New Hampshire Fish and Game Department will protect and maintain the 73-foot concrete tower in its present condition. The exterior of the structure is substantially original after thirty-three years of weathering. There are a few spalling spots in the concrete where reinforcing steel is exposed. The windows on the 7th and 8th floors will be replaced as the sash is rotted. Vandals have broken several windows and pried the door lock mechanism. These items will be fixed. The interior of the tower, the floors, walls and stairways, is in good condition. The Navy cut out what electronic and radio gear they salvaged and left a maze of dead-end wire in conduit throughout the structure. No electricity or other utility is presently available.

As far as preservation is concerned, the Fish and Game Department only intends to maintain the tower so as it will remain in its present condition and continue to look like the defense installation that it was intended to be. Other such structures along our coast have been bought by private citizens and transformed into contemporary beach houses. Therefore, although this Department has no elaborate plans to restore and develop this facility, it will be preserved in accordance with the Act of 1949, as amended.

f. Use Plan. Conservation Officers assigned to protect and conserve the rights and resources of the coastal community will use the tower in a manner similar to the original defense use. As they patrol, they will park up to a maximum of five vehicles in the yard and walk up in the tower to the top floor to observe the activity of fishing boats, trawlers and lobstermen. The view from the tower provides a complete panorama of the New Hampshire coastline, and will provide quite a deterrent against violators who trespass or otherwise exceed their lawful limit. After completing their watch they will return to the patrolling duties.

There will be no alteration to the exterior of the tower. The interior may be cleaned up over a period of time to remove unnecessary electrical wire. No utilities are planned.

The tower is a tool to increase the effectiveness of a 5-man marine law enforcement team. The conservation officers will regularly observe the coast from the tower and use it as a meeting point for coordinating details.

g. Financial Plan. The financial plan will include:

(1) Analysis of projected income from all sources. None.

(2) Analysis of projected expenses for:

g(2) (a) Repair, rehabilitation, and restoration; None.

(b) Recurring maintenance requirements; Expenses and labor involved in maintaining the two tracts of land and the tower will be included as a contingency line item in the Department's budget. Annual cost is expected to be less than \$150.

(c) Administration and operation. Expenses and labor involved in utilizing the facility for Law Enforcement activities will be a part of the District 6 Law Enforcement budget.

g(3) Disposition of excess income. None.

v(4) Description of accounting and financial procedures. None.

h. Capability. Give a full statement of legal authority and ability to finance, operate, and maintain the property. Furnish complete information about the adequacy of staff to be made available to develop and operate the project and the Applicant's qualifications for the development and operation of historic property. (Inclusion #4) 3/20/68 - NOT found

1. Resolution. Attach a certified copy of a resolution or certificate of legal authority to take necessary action (see sample format) from the appropriate governing body or official. As a minimum, the document should contain the following:

(1) An authorization of the application for and acquisition of the specified property for historic monument purposes and where applicable compatible revenue-producing activities.

(2) A designation by title of a specific official to act as the authorized representative in all matters pertaining to the transfer of the property.

(3) A statement that the application is being made for acquisition of the property under the provisions of section 203(k)(3) of the Federal Property and Administrative Services Act of 1949, as amended (40 U.S.C. 484(k)(3)), and regulations and procedures promulgated thereunder.

(4) Where applicable, a certification that the Applicant is authorized, willing and able to conduct compatible revenue-producing activities, and that regardless of any revenues derived from such activities, Applicant is financially able to utilize said property for historic monument purposes as set forth in its Program of Preservation and Utilization and in accordance with the requirements of said Act and regulations and procedures promulgated thereunder.

(5) Where applicable, a certification that any income in excess of costs of repair, rehabilitation, restoration and maintenance shall be used by the Applicant only for public historic preservation, park or recreation purposes as enunciated in the Program of Preservation and Utilization.

(6) A certification that the Applicant is willing and authorized to pay the administrative expenses incident to the transfer.

(7) A certification that the Applicant is authorized, willing and in a position to assume immediate care and maintenance of the property.



§ 101-47.303-3 Property for use as historic monuments.

(a) Under section 203(k)(3) of the act, the disposal agency may, in its discretion, convey, without monetary consideration, to any State, political subdivision, instrumentalities thereof, or municipality, surplus real and related personal property for use as a historic monument for the benefit of the public provided the Secretary of the Interior has determined that the property is suitable and desirable for such use. No property shall be determined to be suitable or desirable for use as a historic monument except in conformity with the recommendation of the Advisory Board on National Parks, Historic Sites, Buildings, and Monuments. In addition, the disposal agency may authorize the use of property conveyed under subsection 203(k)(3) of the act or the Surplus Property Act of 1944, as amended, for revenue-producing activities if the Secretary of the Interior:

(1) Determines that such activities, as described in the applicant's proposed program of utilization, are compatible with the use of the property for historic monument purposes;

(2) Approves the grantee's plan for repair, rehabilitation, restoration, and maintenance of the property;

(3) Approves the grantee's plan for financing the repair, rehabilitation, restoration, and maintenance of the property. The plan shall not be approved unless it provides that all incomes in excess of costs of repair, rehabilitation, restoration, maintenance and a specified reasonable profit or payment that may accrue to a lessor, sublessor, or developer in connection with the management, operation, or development of the property for revenue producing activities shall be used by the grantee, lessor, sublessor, or developer, only for public historic preservation, park, or recreational purposes; and

(4) Examines and approves the grantee's accounting and financial procedures for recording and reporting on revenue-producing activities.

(b) The disposal agency shall notify State and area wide clearinghouses and eligible public agencies, in

accordance with the provisions of § 101-47.303-2, that property which may be disposed of for use as a historic monument has been determined to be surplus. A copy of the holding agency's Standard Form 118, Report of Excess Real Property, with accompanying schedules shall be transmitted with the copy of each such notice when it is sent to the proper regional office of the Bureau of Outdoor Recreation as provided in § 101-47.303-2(d).

(c) Upon request, the disposal agency shall furnish eligible public agencies with an application form to acquire real property for permanent use as a historic monument and advise the potential applicant that it should consult with the appropriate Bureau of Outdoor Recreation Regional Office early in the process of developing the application.

(d) Eligible public agencies shall submit the original and two copies of the completed application to acquire real property for use as a historic monument in accordance with the provisions of § 101-47.303-2 to the appropriate Bureau of Outdoor Recreation Regional Office which will forward one copy of the application to the appropriate regional office of the disposal agency. After consultation with the National Park Service, the Bureau of Outdoor Recreation shall promptly submit to the disposal agency the determination required of the Secretary of the Interior under section 203(k)(3) of the act for disposal of the property for a historic monument and compatible revenue-producing activities or shall inform the disposal agency that no such recommendation will be submitted.

(e) Upon receipt of the determination, the disposal agency may with the approval of the head of the disposal agency or his designee convey to an eligible public agency property determined by the Secretary of the Interior to be suitable and desirable for use as a historic monument for the benefit of the public and for compatible revenue producing activities subject to the provisions of section 203(k)(3) of the Act.

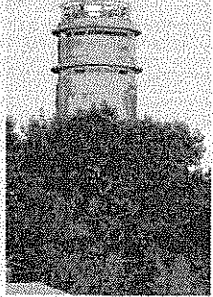
(f) The Secretary of the Interior has the responsibility for enforcing compliance with the terms and conditions of

disposals; the reformation, correction, or amendment of any disposal instrument; the granting of releases; and any action necessary for recapturing such property in accordance with the provisions of section 203(k)(4) of the act. Any such action shall be subject to the disapproval of the head of the disposal agency.

(g) The Department of the Interior shall notify the appropriate GSA regional Real Property Division, Public Buildings Service, immediately by letter when title to such historic property is to be revested in the United States for noncompliance with the terms and conditions of disposal or for other cause. The notification shall cite the legal and administrative actions that the Department must take to obtain full title and possession of the property. In addition, it shall include an adequate description of the property, including any improvements constructed thereon since the original conveyance to the grantee. Upon receipt of a statement from the Department that title to the property has revested, GSA will assume custody and accountability of the property. However, the grantee shall be required to provide protection and maintenance of the property until such time as the title reverts to the Federal Government, including the period of any notice of intent to revert. Such protection and maintenance shall, at a minimum, conform to the standards prescribed in § 101-47.4913.

[40 FR 22257, May 22, 1975, as amended at 49 FR 44472, Nov. 7, 1984]

Help Us Save a Seacoast Monument!



Friends of Pulpit Rock Tower

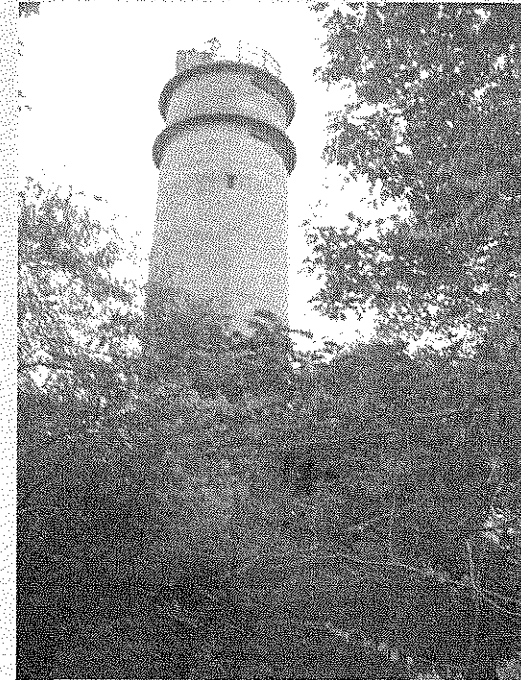
The Friends of Pulpit Rock Tower, Inc., an IRS 501 (c) (3) corporation, was formed to preserve, restore, and maintain Pulpit Rock Tower and create public access to the tower. We have prepared an ambitious multi-phased plan to repair and restore Pulpit Rock Tower to its near original state and provide for public access. Already, much work has been done, but we need help in tackling the necessary structural repairs.

Become a member of FOPRT by forwarding your contact information to the email or mailing address below. You will be added to our list and kept informed as to open house dates, developments and information of interest about the tower.

Donate to FOPRT. Cash donations are always especially welcome and will be used for the restoration, preservation, and maintenance and creating public access to Pulpit Rock Tower. Donations of your time and/or materials are also always welcome! Please contact us at friendsofpulpitrocktower@hotmail.com and we'll gladly put you to work!

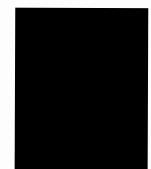
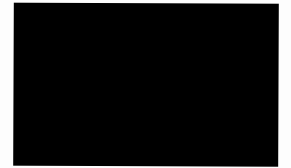
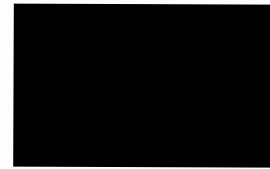
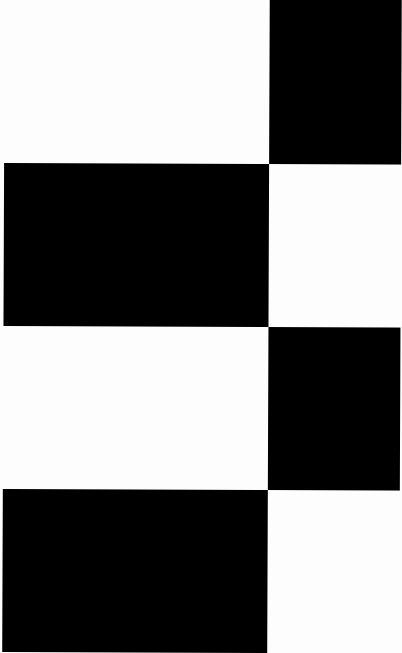
TAX DEDUCTIBLE contributions may be mailed to:

**Friends of Pulpit Rock Tower, Inc.
20 Pulpit Rock Rd.,
Rye, NH 03870.**



Pulpit Rock Tower

Standing guard over the Rye, New Hampshire coastline is the 73 feet high, Pulpit Rock Tower. This cylindrical concrete tower was built in response to the commencement of World War II and the perceived threats to the busy war-industries facility at the Portsmouth Naval Shipyard. At this base-end station (fire-control tower), soldiers waited in watch for enemy ships so that their coordinates could be reported to the gun batteries at Ft. Dearborn (now Odiorne Point State Park) for proper aiming of the heavy guns. Of the original fourteen towers built to defend Portsmouth Harbor, only Pulpit Rock Tower remains owned by the public in its near-original condition.



LEASE AGREEMENT
STATE OF NEW HAMPSHIRE
Pulpit Rock Observation Tower

1. PARTIES TO THE LEASE

The Lessor (hereinafter referred to as the "STATE ") is:

The State of New Hampshire acting by and through its Fish and Game Department, 11 Hazen Drive, Concord, NH 03301.

The Lessee (hereinafter referred to as the "FRIENDS") is:

The Friends of Pulpit Rock Tower, Inc. a non-profit corporation registered in the State of New Hampshire with a business address of 26 Neptune Drive, Rye, NH 03870.

The Lessor and Lessee may be referred to herein jointly as the "Parties".

WITNESSED THAT:

2. DEMISE OF TOWER

For and in consideration of the mutual covenants and agreements herein contained, the STATE hereby demises to the FRIENDS and the FRIENDS hereby leases from the STATE, the following real property with improvements known as Pulpit Rock Tower (as described below and hereinafter called the "Tower") for the Term (as defined herein) and upon the terms and conditions hereinafter set forth.

The Tower is all real property with the building thereon located at 9 Davis Road, Rye, New Hampshire, also known as Tax Map 20.2, Lot 50, consisting of approximately 0.44 acres as described in the Quitclaim deed from the United States of America to the State of New Hampshire, Fish and Game Department dated March 30, 1978, and recorded at the Rockingham County Registry of Deeds at book 2307, Page 1523, and further amendment by the United States of America at Amendment to Deed dated, May 23, 2008, and recorded at the Rockingham County Registry of Deeds Book 4941, Page 1349.

3. PURPOSE OF THE LEASE

The Lease is to allow The FRIENDS to assume responsibilities of the STATE as set forth in a Stewardship Plan between the Parties (attached as Exhibit A), to allow adequate time for the FRIENDS to implement the Stewardship Plan and to apply for and receive award/grant monies to assist in the Tower's architectural, structural and historic rehabilitation on behalf of STATE, and to allow FRIENDS to continue to find a solution to the long term ownership of the Tower as permitted by federal law.

4. TERM AND EXTENSION OF TERM

A. **Term:** The Term of this Lease shall be ten (10) years, commencing on the Effective Date (the "Term").

B. **Effective Date:** This Lease shall take effect upon the date the Lease is approved by New Hampshire Governor and Executive Council (herein the "Effective Date"). As of the Effective Date, this Lease shall be a legally-binding agreement.

C. **Extension of Term - General:** Subject to approval by the Governor and Executive Council, The FRIENDS and STATE may agree to extend the Term to a mutually agreeable additional term, upon the same terms and conditions as set forth herein.

D. **Conditions on the Extension of Term:** It is hereby understood and agreed by the Parties that any extensions of this Lease are conditional upon mutual approval by the New Hampshire Governor and Executive Council and STATE. If an extension request is denied by either party, this Lease shall terminate pursuant to the original Term as set forth above, unless the Parties agree that the Lease should terminate sooner.

5. CONSIDERATION

There shall be no monies paid by the FRIENDS to STATE as rent. In lieu of rent, the FRIENDS will, at its own cost and expense, assume the STATE's burden and responsibility of compliance with the Quitclaim deed to the STATE from the United States of America dated May 30, 1978 (Exhibit B), and Amendment to Deed dated May 23, 2008 (Exhibit C) and the accompanying Application dated February 23, 1977 which includes the Program of Preservation and Utilization (Exhibit D) to the extent permitted by law.

6. BIENNIAL REPORTS – COMPLIANCE WITH NATIONAL PARKS SERVICE

As additional consideration, FRIENDS shall, on behalf of the STATE, prepare and submit the Biennial Report to the National Park Service (NPS) as required by Section 8.c. of the Original Application. A copy of the report will be sent to NH Fish and Game Department, Facilities and Lands Division, 11 Hazen Drive, Concord NH 03301.

The schedule for submission to the NPS of the biennial reports will begin November 1, 2013, and will continue biennially, on November 1, through the term of this lease.

Preparation of the Biennial Report by the FRIENDS will be to the standards outlined in the NPS, U.S. Department of the Interior, Guidelines for the Preparation of Biennial Compliance Reports for Surplus Property Historic Monuments Transfers.

7. CONDITIONAL OBLIGATION OF THE FRIENDS

It is hereby expressly understood and agreed by the Parties hereto that the existence and continuance of this Lease and the obligations of the FRIENDS hereunder, with the exception of actions required of the FRIENDS to protect the public health and safety at the Tower and

FRIENDS obligation to submit completed Biennial Reports as described in Section 6 above, are contingent upon the availability of FRIENDS funds that are made available for this purpose, and that the FRIENDS shall not be responsible for carrying out other obligations under this Lease except to the extent such funds are available. In the event it deems itself to have insufficient funds to fulfill its obligations under this Lease, the FRIENDS may, at its option, terminate the Lease by serving thirty (30) days written notice to STATE and the NPS, of its intention to terminate the Lease. Termination shall occur subject to the requirements of Section 19. STATE agrees to waive all claims for damages, injunctive relief, or other relief arising from the FRIENDS' termination of this Lease pursuant to this section.

8. USE OF TOWER BY THE STATE

The FRIENDS use of the Tower is exclusive. Notwithstanding the foregoing, the STATE may continue to use the Tower for the purpose of Enforcement Observations as determined under the Preservation and Utilization Program. The STATE may also expand its present use of the Tower only as follows:

A. Enforcement Observation: the STATE shall have access to the Tower for purpose of law enforcement activities as a means of patrolling and observation of the seacoast for illegal fishing activities. This access may be extended to the local Rye Police Department from time to time under the same restrictions required upon the STATE. The STATE shall be held accountable for the use of the Tower and shall, following each use of the Tower, leave the Tower in the same or better condition as it was immediately prior to the STATE's use, this includes the closing of all windows, doors and securing the locks to prevent access of wildlife.

B. Relay Equipment: The STATE has the exclusive right, but not the obligation, to install electronic equipment utilized to boost the radio wave signal to or from equipment used by State of New Hampshire Fish and Game Department only with the following restrictions:

- i. No more than two (2) antennas may be installed at or on the Tower;
- ii. All non-antenna equipment must occupy not more than three cubic feet and be stored inside the Tower in a manner that it does not interfere with public use or affect the historical integrity of the Tower;
- iii. No equipment shall emit light or sound beyond the walls of the Tower;
- iv. No heating or cooling systems may be added;
- v. All expenses related to the installation, removal, maintenance and other expenses concerning such equipment shall be the obligation of the STATE;
- vi. If electricity is required for such equipment, the STATE shall, at its own cost and expense, bring electric power to the Tower in a manner that does not interfere with the views of any abutter. All abutters shall be given prior written notice of not less than thirty (30) days and an opportunity to object to any such installation.
- vii. At any future time any such equipment becomes damaged, obsolete or is no longer utilized by NH Fish and Game Department, the STATE shall promptly remove such equipment and restore the Tower to its condition at the time such equipment was installed;

- viii. At no time shall any part of the Tower otherwise be used as a wireless telecommunications facility (as defined by Section 505 of Rye Zoning Ordinance, as it may be amended).

This right of the STATE to use the Tower for Enforcement Observations or Relay Equipment is not assignable.

STATE covenants and agrees that the FRIENDS use of the Tower under the purposes of this Lease shall not be disturbed or interfered with by the STATE, or any person claiming by, through or under STATE.

The FRIENDS agrees and covenants that in the event of an emergency requiring STATE or any other governmental entity to gain immediate access to the Tower, the FRIENDS shall not deny access..

9. RESTRICTED PUBLIC ACCESS

The Tower shall have restricted public access. Except in the event of an emergency, access for the public shall at all times be in the presence of a FRIENDS Officer or Director or a STATE official or personnel. The FRIENDS are permitted to conduct Tours (as defined in the Stewardship Plan), with restrictions described in the Stewardship Plan.

10. REPAIRS & DEVELOPMENT

All work must be done in accordance to the Stewardship Plan dated March 26, 2013. Any changes in the Stewardship Plan will require additional review and approval by the NPS in conjunction with the NH Division of Historical Resources. Any repairs, restoration, rehabilitation or maintenance to the TOWER shall be performed in a good workmanlike manner, and when completed shall be in compliance with all Federal and State statutes and in accordance with the Stewardship Plan. There shall be no future development of the site that would require state, local or federal permitting. The Tower may not be used for radio transmissions of any type, except as specifically stated in Section 8 herein with regard to relay equipment.

11. SIGNS

The FRIENDS or STATE shall have the right, at its own cost and expense to erect and maintain a sign or signs on or near the Tower which may include, but are not limited to a sign identifying the historic significance, grant or donation sources, or recognizing the Tower as being listed on the National Register of Historic Places. Any sign shall include the following statement:

The Pulpit Rock Harbor Defense Unit was acquired by the State of New Hampshire Fish and Game Department at no cost from the federal government through the General Services Administration as Historic Surplus Property on March 30, 1978. This property is monitored in perpetuity by the National Park Service.

12. WINTER MAINTENANCE OF TOWER

Snow removal at the Tower will not be provided by the State and is not required of the FRIENDS.

13. TEMPORARY CLOSURE OF TOWER

If conditions at the Tower pose a safety or health concern, or when construction, maintenance, or enforcement activities require, the STATE or the FRIENDS may temporarily close the Tower or any part thereof to public access.

14. INSURANCE

Upon the Effective Date and throughout the Term of this Lease, and any extension thereof, the FRIENDS shall at its sole cost and expense, maintain with respect to the Tower, a 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 Tower and caused by, or claimed to have been caused by, the FRIENDS' negligent acts or omissions. All such insurance shall cover the FRIENDS against liability and name the STATE as "additional insured" within the policy.

Such insurance is to provide minimum protection, in limits of not less than two-hundred fifty thousand (\$250,000.00) per claim and one million (\$1,000,000) per incident. All insurance shall be in the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.

The first certificate of such insurance which will be attached hereto (Exhibit E) and the FRIENDS will in subsequent years send the insurance certificates to the Support Services Division of the Fish and Game Department to be kept on file.

15. ASSIGNMENT AND SUBLEASE

This Lease shall not be assigned by either party without the prior written consent of the other which consent shall not be unreasonably withheld. Sublease of the Tower is not permitted.

16. INDEMNIFICATION

Indemnification by FRIENDS: Except as described in the sections below, the FRIENDS will save the STATE harmless and will indemnify the STATE from and against any and all losses suffered by the STATE, and from and against any and all claims, liabilities or penalties asserted by, or on behalf of, any person, firm, corporation or public authority:

A. **Acts or Omissions of Friends:** 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 Tower, on account of or based upon the act,

omission, fault, negligence or misconduct of the FRIENDS, its agents, servants, contractors or employees.

B. **Friends Failure to Perform Obligations:** On account of or resulting from the failure of the FRIENDS 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;

C. **State's Acts or Omissions Excepted:** Notwithstanding the foregoing, nothing contained in this section shall be construed to require the FRIENDS to indemnify or hold harmless the STATE for any loss or damage resulting from the acts, omissions, fault, negligence or misconduct of the STATE or its agents, servants, and employees. The STATE shall be solely responsible for its acts, omissions, faults, negligence or misconduct.

D. Nothing herein shall be deemed to constitute a waiver of liability or protection afforded FRIENDS, its agents, directors, employees, contractors or volunteers under state or federal law.

17. ACTS OF NATURE AND EMINENT DOMAIN AND OTHER USE BY THE USA.

Should a portion of the Tower be substantially damaged by acts of nature, fire, vandalism or other causality, the STATE or the FRIENDS may elect to terminate this Lease. Should the Tower be taken by eminent domain by the United States of America ("USA"), this Lease shall be automatically terminated. Should the USA exercise its right to utilize the Tower as set forth in the deed of the Tower to the STATE dated May 30, 1978, seventy-five percent (75%) of any and all rent paid or owed by the USA for its use of the Tower during the Lease Term and any extensions thereof, shall be the property of FRIENDS and shall either be promptly paid directly to it by the USA or, if paid to the STATE, shall be promptly turned over to FRIENDS. The remaining twenty five percent (25%) of rental income shall be the property of the STATE.

18. TERMINATION OF LEASE AND TITLE TO ALTERATIONS, ADDITIONS OR IMPROVEMENTS

Subject to the sub-paragraph immediately below, title to all improvements constructed or installed by the FRIENDS shall be the property of the FRIENDS so long as this Lease is in effect.

A. **Removal of FRIENDS Property:** The FRIENDS may, no later than 120 days after the termination or expiration of this Lease or any extension thereof, remove from the Tower any and all personal property installed by it, such as signs, materials and equipment, provided that doing so does not cause any substantial damage to the Tower. Any structures or other permanent improvements that were constructed by the FRIENDS but are not in a safe condition for use by the public shall be removed without unnecessary damage to the Tower, unless the STATE agrees in writing to accept title to such improvements. All permanent improvements with useful life remaining, and all other property not so removed, shall become the property of the STATE at the end of the 120-day period after the termination or expiration of the Lease.

B. **Condition of Tower at Termination:** The FRIENDS shall leave the Tower in as good order and condition as at the start of this lease, and shall repair any and all damage caused by removal of its property, ordinary wear and tear of the Tower excepted.

19. EVENT OF FRIENDS' DEFAULT

In the event that the FRIENDS default in the observance of any of the covenants, agreements and obligations hereunder, and if such default materially impairs the use of the Tower by the STATE, which is not corrected within thirty (30) days of the date of the written notice by the STATE to the FRIENDS specifying such default and requiring it to be remedied, then the STATE may serve a written ten (10) day notice of cancellation of this Lease upon the FRIENDS, and upon the expiration of such a ten (10) day period, the Lease shall terminate.

If any such default of the FRIENDS does not materially impair the use of the Tower by the STATE, the FRIENDS shall cure such default within thirty (30) days of the date on the written notice or within such longer reasonable alternative amount of time agreed upon in writing by the Parties, failing which, the STATE may terminate this Lease upon ten (10) days written notice to FRIENDS.

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.

20. CONDITIONS PRECEDENT OF THE STATE

The STATE must obtain approval from the National Parks Service and the NH Governor and Executive Council to enter into this Lease. The STATE will provide notice to the FRIENDS within ten (10) days of receipt of such approvals or denials.

21. NOTICE

Any notice sent by a party hereto to the other party shall be delivered by registered or certified mail, postage prepaid, in a United States Post Office, addressed to the Parties at the addresses provided in Section 1 above or as otherwise directed in writing.

22. MISCELLANEOUS

A. **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. It can be amended only by a written instrument executed and approved by the STATE and the FRIENDS.

B. **No Waiver or Breach:** No assent by either party, whether express or implied, shall act as a waiver of a right of action for damages as a result of a breach of covenant, condition or

obligation by the other party, nor shall it be construed as a waiver of any subsequent breach of the covenant, condition, or obligation.

C. **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.

D. **Meaning of "Friends" and "State":** Where the context so allows, the meaning of the term "FRIENDS" shall include the employees, agents, contractors, servants and licensees of Friends of Pulpit Rock Tower, Inc., and the term "STATE" shall include the agencies, departments, employees, agents, contractors, servants, and licensees of the State of New Hampshire. .

E. **Headings:** The headings of this Lease are for purposes of reference only, and shall not limit or define the meaning hereof.

G. **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.

H. **No Waiver of Sovereign Immunity:** Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the STATE and of New Hampshire Fish and Game Department as a subdivision of the STATE, which immunity is hereby reserved.

I. **Third Parties:** The Parties hereto do not intend to benefit any specific third Parties, and this agreement shall not be construed to confer any such benefit.

IN WITNESS WHEREOF:

The Parties hereto have set their hands on the following three signature pages:

STATE OF NEW HAMPSHIRE

The State of New Hampshire, acting through its Fish and Game Department on this
day ____ of _____, 2013.

Glenn Normandeau, Executive Director

State of New Hampshire
County of _____

Personally appeared on this _____ day of _____, 2013, Glenn Normandeau, who
acknowledges himself to be the Executive Director for the New Hampshire Fish and Game
Department, and as such is duly authorized to execute the foregoing instrument for the purposes
therein contained, by signing his name on behalf of the State of New Hampshire.

Notary Public/Justice of the Peace [seal]

My Commission Expires: _____

FRIENDS OF PULPIT ROCK TOWER INC.

APPROVED: On this _____ day of _____, 2013.

Patricia M. Weathersby, President
Friends of Pulpit Rock Tower, Inc.

State of New Hampshire
County of _____

Personally appeared on this _____ day of _____, 2013, Patricia M Weathersby, who acknowledged herself to be the President of the Friends of Pulpit Rock Tower, Inc., of Rye and that she is duly authorized to execute the foregoing instrument for the purposes therein contained.

Notary Public/Justice of the Peace [seal]

My Commission Expires: _____

APPROVALS:

Approved by the Department of Justice as to form, substance, and execution on this _____ day of _____, 2013;

Assistant Attorney General

Approved by the Council on Resources and Development: _____

Approved by the Long Range Capital Planning and Utilization Committee: _____

Approved by the Governor and Executive Council:

Date: _____ Item #: _____

The date of approval by the Governor and Executive Council shall constitute the Effective Date of this Lease.

EXHIBIT A - Stewardship Plan

EXHIBIT B - Quitclaim deed to the STATE from the USA, dated April 3, 1978

EXHIBIT C - Amendment to Deed to the State from the USA, dated May 23, 1978

EXHIBIT D - NHFG Original Application dated February 23, 1977, which includes the Program of Preservation and Utilization.

EXHIBIT E - Certificate of Insurance

EXHIBIT A

STEWARDSHIP PLAN

Pulpit Rock Tower, Rye NH

March 26, 2013

1. PURPOSE

To assure that the architectural and historic features of the Tower are better restored, preserved and maintained by regular monitoring and through a controlled use of the Tower for such purposes as to which it was acquired by the NHFG under the Program of Preservation and Utilization, and to provide for the public educational and cultural experiences through open houses, school programs, historical trail markers, or other educational opportunities as they may be offered by and through the FRIENDS.

2. LEASE AGREEMENT

The NHFG and the FRIENDS have entered into a Lease Agreement, which this Stewardship Plan shall be a part thereto, in part for the purpose of allowing adequate time to implement said Stewardship Plan. This Stewardship Plan shall be for the same term as the Lease, as that document may be extended or terminated.

3. CONSERVATION and REPAIRS PROGRAM

The FRIENDS have developed a comprehensive Rehabilitation Program (herein "Program") dated March 27, 2013, which is hereto made part of this Stewardship Plan as Appendix A. The proposed treatments will ensure the rehabilitation of the Tower and is designed to preserve the Tower's historic integrity and prolong the Tower's useful life through regular inspection and maintenance by FRIENDS. The Program will serve to protect the investment made by the NHFG, the FRIENDS and others in the Tower

The Program was created using the National Register nomination for Pulpit Rock Base End Station (No. 142), Harbor Defenses of Portsmouth, NH, 9 Davis Road, Rye, NH prepared by Christopher W. Closs and Company, for the Friends of Pulpit Rock, Rye, NH. Pulpit Rock was listed to the National Register of Historic Places on April 16, 2010; and correspondence dated August 11, 2011 between the United States Department of the Interior, National Parks Service and NHFG.

4. BASELINE DOCUMENTATION

The Baseline Documentation shall consist of the following: A National Register nomination for Pulpit Rock Base End Station (No. 142), Harbor Defenses of Portsmouth, NH, 9 Davis Road, Rye, NH prepared by Christopher W. Closs and Company, for the Friends of Pulpit Rock, Rye, NH. Pulpit Rock was listed to the National Register of Historic Places on April 16, 2010, an official copy of which can be found at the NH Department of Historic Resources and the Town of Rye Public Library.

5. ALTERATIONS & MODIFICATIONS TO THE TOWER

Except as specified herein, alterations and modification by the FRIENDS to the Tower building are restricted to those d in the Program. All work shall be done in accordance with the Program specifications, unless an alternative method is reasonably intended to result in an outcome of comparable quality. In addition, FRIENDS may take all reasonable steps to maintain the property including small tree and brush removal, spreading of wood chips, painting, tiling and the like.

As referenced in Section 8 of the Lease, the NHFG has the right, but not the obligation, to install relay equipment at the Tower.

6. ALTERNATIONS TO THE LANDSCAPE

The landscape around the tower cannot be altered from its present condition with the exception of the clearing away of brush and overgrowth from the path and circumference of the Tower without prior written permission from NHFG.

7. PUBLIC TOUR/OPEN HOUSE RESTRICTIONS

In addition to the purposes for which it was acquired by NHFG, and other reserved uses stated in the Lease, the FRIENDS have the right, but not the obligation to schedule up to three Public Tours/ Open House and not more than three tours for school group (all "Tours") events at the Tower within a calendar year. The Tours are to be monitored under the following conditions:

1. Maximum of 20 people in the tower at one time, no more than 8 on any one floor.
2. First come, first serve.
3. No children under 42"
4. Children under 12 must be accompanied by an adult
5. 1 Adult to every 5 children under 12.
6. Adults are not allowed to carry children.
7. No animals – with the exception of service animals
8. No flip flops or high-heeled shoes
9. Access to the roof is prohibited
10. The posting of the limited liability must be visible upon entry.
11. A FRIENDS director shall be present at all times.

Access to the roof of the Tower is limited to the STATE and FRIENDS personnel and their contractors and employees only. The FRIENDS may request special permission in writing to the STATE, allowing access to the roof to the public on a limited basis for fundraising only. The written request shall include, but is not limited to: maximum number of people on the roof at one time; date(s) of event, duration; and purpose. A FRIENDS director must be present at all times the roof is accessible. Otherwise the roof is not open to the public at any time.

8. AMENDMENT.

This Stewardship Plan may be amended from time to time and signed by both parties. Any significant changes or amendments in the Stewardship Plan pertaining to building design and rehabilitation will require additional review and approval by the NPS in conjunction with the NH Division of Historical Resources.

9. FUNDING

The FRIENDS will seek to secure funding for improvements as established in the Program from sources including but not limited to grants and donation as they become available from the private and public sources which funds shall at all time remain the sole property of FRIENDS and cannot be assumed by the STATE.

10. USE OF THE TOWER AS AN HISTORIC PUBLIC SITE

The FRIENDS may provide recreational and fundraising activities at the Tower which may include picnicking, WWII site tours, veteran's functions, gardening open houses, school programs, historical trail markers, geocache, *and* other historic educational opportunities as they present themselves. In any instance where such activities involve entering the Tower, the FRIENDS shall adhere to the rules under Section 7.

APPENDIX A

Rehabilitation Program Pulpit Rock Tower, Rye, NH March 26, 2013

All work presented within this Rehabilitation Program shall be undertaken in conformance with the Secretary of the Interior's "Standards for Rehabilitation", with the Building Codes of the State of New Hampshire, and with the Ordinances and Building Code Regulation of the Town of Rye, NH.

I. EXTERIOR CONCRETE WALLS CONSERVATION TREATMENT

A. Areas to be Repaired: Patch-to-match adjacent existing surfaces, at six specific areas of exterior concrete wall deterioration (spalling) where internal steel reinforcing bar has become exposed, primarily as a result of incorrect depth and coverage of the internal steel reinforcing bars at these locations. Areas are approximately 4' x 6' and 2' x 3' in size and average 2" +/- in depth. To observe these areas from grade, one must circumnavigate the tower in its entirety

B. Concrete Testing and Color Analysis: Contractor, before proceeding with the work, shall be responsible for securing, from a qualified laboratory, a report of analysis of an existing sample of cement, obtained from a deteriorated area of the structure, to be used to determine both the PSI strength and color of the Portland Cement material used in the existing structure. The results of this laboratory report shall be used to guide preparation of the mix used in patching the deteriorated areas of the tower structure

C. Concrete Surface Preparation: Prepare Reinforcing Steel and Spalled Concrete Cavities per Best Practices and coat steel with epoxy paint. Concrete to be cut away in Best Practice fashion to insure both a superior mechanical, as well as chemical bond of the patching material with the existing concrete surface. Prepared areas shall be freshly exposed surfaces free of loose cement particles or aggregate, or any other detritus, and shall be flushed clean with water and compressed air. Surfaces to receive patching compound must be sound and free of all dust, dirt, grease, laitance and/or any other coating or foreign substance which may prevent proper adhesion of the patching cement. Remove all loose and deteriorated concrete from the repair area (minimum depth 1/4" below existing spalled surfaces) using manual or pneumatic cutting techniques or mechanical abrasion such as sandblasting, water blasting, shotblasting or chipping. The sides of the repair area should be square cut, to form a partial key; incorrect installation will cause repairs to fail prematurely. Wash the prepared surface with clean water and a bristle brush to remove dust from the pores. Structurally sound corroded reinforcing steel must be mechanically abraded to a white metal finish, back to the face of the concrete surface. Mechanical means, such as sandblasting or wire brushing are acceptable. All steel bar shall be treated with a protective,

epoxy-paint coating to prevent rusting. Repair mortar shall only be applied after coating is completely dry.

D. Specified Patching Material: Only patching products specifically designed for compatibility with Portland Cement-based concrete repairs, shall be permitted. Patching material should ideally match existing material in strength, finish color and surface texture. Patched areas shall blend with existing wall structure following weathering. Product(s) which may be employed include Jahn M90 or equivalent, and must be certified for use in vertical applications. Contractor shall follow manufacturer's specifications precisely, taking into account the special conditions inherent with this site, weather conditions, wind, temperature, humidity and direct sunlight conditions. Patching compound shall be dated, and presented in un-opened containers for inspection before commencement of the work; product with out-dated shelf life shall be rejected and replaced at no additional cost to the property owner.

E. Conformance of the Completed Work with US Department of Interior Standards: The completed work shall conform with the specifications for Preservation, within the, Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Rehabilitating Historic Buildings

1. In this regard, all concrete patch work shall be designed to be compatible with the existing parent material in cutting damaged concrete back to remove the source of deterioration (often corrosion on metal reinforcement bars).
2. The new patch must be applied carefully so it will bond satisfactorily with, and match, the historic concrete.
3. Repairing masonry features by patching, piecing-in, or otherwise reinforcing the masonry using recognized preservation methods. The new work should be unobtrusively dated to guide future research and treatment
4. Duplicating existing cement in strength, composition, color, and texture

F. Performance Warranty: Contractor shall warranty workmanship and expected longevity of the concrete repair work the same number of years as specified by the manufacturer of the patching compound.

II. ROOFTOP SURFACE AND SAFETY

A. Roof Surface Replacement

1. **Areas to be Repaired:** The principal tower roof a flat, 8" concrete slab surface that is 17'0" +/- in diameter and is not visible from grade.
2. **Special Conditions:** High-wind environment; briny atmosphere; 360° solar exposure / no shade; wide seasonal temperature fluctuations; high-humidity within tower / un-vented. Numerous penetrations in concrete roof from radar equipment, USGS Hub, and miscellaneous equipment complicate roof surface replacement.

3. **Existing Roof Substrate Structure:** The tower roof is 8" concrete slab, an asphalt membrane is to be applied directly (with roofing tar) to untreated, structural concrete flat roof.
4. **Preparation for Roof Replacement:** Removal of all mounts and other objects penetrating roof (other than USGS hub and conduit pipe penetrating through roof to 8th floor), demolition of existing asphalt roll roof surface to be properly prepared by scraping asphaltic residues from base plane to ensure a smooth receiving surface which will not puncture new membrane when applied
5. **Existing and Specified Color:** Black. White will be considered if, in the professional opinion of the roofing engineer, heat accumulation and transfer into the roof slab – with resulting thermo-dynamic fluctuations – will accelerate deterioration of the roof structure from repeated thermal shock.
6. **Existing and Specified In-Kind Replacement Material:** Common Asphalt Roll-Roofing, lapped seams.
7. **Roofing Materials Surface Option:** In recognition of the numerous roof penetrations from rooftop equipment – and the difficulty and cost of removal and re-installation of same – an elastomeric roof surface which could be applied in liquid form.
8. **Existing Material Weight:** TBD on-site before proceeding.

B. Install Ice & Water Shield Underlayment

1. **Specified Roof Substrate and Underlayment:** For additional waterproofing protection, application of Ice & Water Shield membrane beneath primary roll-roofing application is specified. The surface will be properly prepared by scraping asphaltic residues from base surfaces to ensure a smooth receiving surface which will not puncture new membrane when applied. Alternate system comprised of PT lumber sleepers and plywood will be considered in the interest of facilitating reversibility and successional replacement of the roof surface over time, to avoid repeatedly harming the concrete structure with additional penetrations.
2. **Waterproofing Option:** Apply silicone waterproofing to horizontal concrete exterior roof surface, beneath ice & water shield membrane, providing effectiveness & longevity match Ice & Water Shield
3. **Specified Roof Fastenings:** Best Practices in recognition of Principal Tower Roof design and Special Conditions, substrate conditions and absence of flashings and termination bar around perimeter. Edge flashing to create drip profile around perimeter of the roof will be considered, along with alternate substrate system, as outlined above. Replacement fastenings may include asphalt cement; hot-dipped galvanized screws and termination bar, or, if approved in advance by the NH Division of Historical Resources, stainless steel fasteners and termination bar (if used), providing the latter is not visible from the ground.
4. **Specified Drip Edge:** Inspection of original roof drip-edge design for the roof reveals a beveled, exposed concrete edge profile, lacking any flashing or drip profile, allowing water to run down the face of the structure. Protecting this arris and directing water off the face of

the structure with metal flashing appears needed. Flash with 22 oz. lead-coated copper, fashioned to follow the contour and circumference of the structure.

5. **Specified Flashings:** Inspect and replace-in-kind (only as needed) in-kind, all metal flashings at roof penetrations. Bright aluminum (mill finish) is not to be used. If lead flashings are found, lead-coated copper may be used as a substitute for the original material

6. **Specified Caulking:** Retain existing, radar-related rooftop equipment; US Geodetic Survey bronze hub; and original hatch slide tracks; seal all electrical cable penetrations of roof with elastomeric caulk to match color of roof. Install screening or vent cover over conduit pipe to allow for ventilation with minimal infiltration of rain/snow.

C. Roof House

1. **Inspection and Determination:** Determine if Roof House is an original feature through photos, records. Inspect plywood and stud structure and roof connections, for soundness of structural connection with concrete roof surface. Supplement as needed with galvanized steel brackets and anchor bolts at inside corners, if superstructure deflects or moves under wind load. Supplement roof rafters at the plate with hurricane brackets, if accessible. Inspect plywood and stud structure for open or loose joints, loose or deteriorated fastenings, and repair as needed with stainless steel screws and elastomeric caulk in joints
2. **Paint:** Strip all loose paint on exterior and re-prime; paint with two finish coats of exterior latex (Benjamin Moore or equivalent) in color to match original (Marine Gray)

D. Rooftop Safety Railing Conservation

1. **Safety Railing Determinations:**
 - a. Determine if railings are an original feature through photos, records.
 - b. Determine if the Town of Rye requires the railing to be upgraded by local Life Safety Code.
2. **Options for Safety Rails:**
 - a. Epoxy Injection of Existing Railing Structure and Reinforcement railing structure with steel perimeter hoop and turnbuckle, or surface-mounted brackets at each post joint(s) and at base of posts.
 - b. Replacement of Existing Railing Structure In-Kind, to match existing design.
 - c. Prepare and Paint (or Re-Paint) with prime coat and two finish coats (Marine Gray)

III. WINDOW AND HARDWARE REPLACEMENT, REPAIR AND CONSERVATION

A. Survey of Area to be Repaired

1. **Window Condition:** There are 29 window openings in the structure overall.

- Twelve horizontal units, six each on the 7th & 8th floors, seven of which are missing
- Seventeen vertical units on all floors, five of which are missing

Existing window frames and sills are in various stages of deterioration and an unknown number will require repair/conservation or replacement. All of these consist of two types of wooden, single-glazed, 1½" sash, set within wooden frames. The wood species of frames, sills and sash are most likely Coniferous, but further analysis needs to determine this.

Of the 29 openings, the following windows and frames survive:

- Five, single-light, horizontal, awning-type units, with rough openings of 14" x 38" +/- in dimension; and 12" x 36" sash. 7th & 8th floors only.
- Twelve, vertical, three-light, side-hinged, casement units with rough opening's of 13" x 24"+/-; and 10" x 20 ½" sash. All Floors

2. **Window Assessment:** Establish frame and sill conditions, as well as the method used in anchoring within the concrete rough openings, the contractor will need to conduct a survey of the seventeen window openings delineating specific frames and sills which:

- Can be conserved through the use of Marine Epoxy injection methods;
- Can be repaired using Dutchmen and epoxy glue;
- Which must be replaced in-kind.

Hardware which must be repaired or is missing; replaced with identical elements (if available), replicated or replaced with similar, but contemporary units. This includes typical "D-pull" latches, hinges and strike plates.

B. Existing Windows:

1. **Windows to be Repaired/Conserved:** There are seventeen window sash and frames which shall be repaired/conserved by an experienced historic window repair shop.

- Five, 12" x 36" single-light wooden, awning type sash, hinges, "D-pull" latches and strike plates;
- Twelve, vertical, 10" x 20 ½" three-light, side-hinged, casement sash (1st, 2nd, 6th and 7th floors), along with hinges, "D-pull" latches and strike plates

2. **Window Sash:** repairs/conservation methods shall return original units to functional use by employing the same construction (mortise and tenon), respecting original size,

both of individual components and overall dimensions, utilizing the same wood (coniferous) species; carefully removing and re-installing glass panes in their original sash location, using replacement glass of identical size and type, retaining original profiles in muntins, rails and styles, where use of Dutchmen, or new component muntins, rails or styles are required

3. **Hardware:** location (matched to original mortises in frames) and hardware size; depth of glazing rabbet; and putty bead profiles

4. **Paint:** one prime coat, before sash are re-glazed; and apply two finish coats of premium, exterior-grade paint.

5. **Paint Color:** to be Black (eggshell finish)

6. **Window Opening Preparation:**

- a. Where frames and sills are found to be still-sound (determine first with an awl) scrape, sand and prime these elements – maintaining care not to mar concrete surfaces with primary or finish paint by over-brushing.
- b. Where frames and sills are found to be unsound from rot or deterioration, or elements are missing repair in-kind to match existing molding profiles – using marine epoxy injection in-place, or Dutchmen, or replacing only the deteriorated frame member or sill as needed.
- c. Prime all surfaces - Especially end-grains - of any frames which must be removed for repair, or are replaced with new units BEFORE they are re-installed.
- d. Where fastenings are deteriorated, replace nails or screws with Hot-dipped galvanized or stainless steel fastenings. Putty all nail and screw-head holes before painting and re-installation.

7. **Caulking:** Using a commercial quality, (paintable preferred), elastomeric (Black color) caulk, seal all exterior gaps between frames, sills and masonry.

8. **Finish Painting:** Apply two finish coats of premium, exterior-grade Benjamin Moore or Sherwin Williams paint to sills and frames BEFORE re-installation.

9. **Paint Color:** to be Black (eggshell finish).

10. **All Sashes Shall be manufactured to be Operable**

11. **Installation:** Shall include all Sills, Frames and Replicated Sash

C. Missing Windows:

1. **Windows to be Replicated:** There are twelve window sash and frames which need to be custom replicated by an experienced millwork shop.
 - Seven, 12" x 36" single-light wooden, awning type sash, hinges, "D-pull" latches and strike plates; and one steel catch, located overhead on the underside of the anti-glare hood on the 7th floor, which is missing and will have to be re-drilled and anchored securely in the concrete surface.
 - Five, vertical, 10" x 20 ½" three-light, side-hinged, casement sash (1st, 2nd, 6th and 7th floors), along with hinges, "D-pull" latches and strike plates.
2. **Window Sash:** shall match original units in construction (mortise and tenon); exact size, both of individual components and overall dimensions; wood (coniferous) species; glass size and type; muntin profiles; molding profiles of rails and styles; hardware location (match to original mortises in frames) and hardware size; depth of glazing rabbet; and putty bead profiles
3. **Paint:** Apply one coat of primer, and two finish coats of premium, exterior-grade Benjamin Moore or Sherwin Williams paint to sills and frames BEFORE re-installation.
4. **Paint Color:** to be Black (eggshell finish).

Frame and sill conservation, repair, or replacement wherever found to be needed

5. Window Opening Preparation:

- a. Where frames and sills are found to be still-sound (determine first with an awl) scrape, sand and prime these elements – maintaining care not to mar concrete surfaces with primary or finish paint by over-brushing.
 - b. Where frames and sills are found to be unsound from rot or deterioration, or elements are missing repair in-kind to match existing molding profiles – using marine epoxy injection in-place, or Dutchmen, or replacing only the deteriorated frame member or sill as needed.
 - c. Prime all surfaces - Especially end-grains - of any frames which must be removed for repair, or are replaced with new units BEFORE they are re-installed.
 - d. Where fastenings are deteriorated, replace nails or screws with Hot-dipped galvanized or stainless steel fastenings. Putty all nail and screw-head holes before painting and re-installation.
6. **Caulking:** Using a commercial quality, (paintable preferred), elastomeric (Black color) caulk, seal all exterior gaps between frames, sills and masonry.

7. **Finish Painting:** Apply two finish coats of premium, exterior-grade Benjamin Moore or Sherwin Williams paint to sills and frames BEFORE re-installation.

8. **Paint Color:** to be Black (eggshell finish).

9. **All Sashes Shall be manufactured to be Operable**

10. **Installation:** Shall include all Sills, Frames and Replicated Sash

IV. BASEMENT LEVEL WATERPROOFING AND SAFETY ACCESS CONSIDERATIONS

A. Vapor Barrier Installation: Materials and Specified Work Required

1. **Preparation of Basement Level Surfaces:** Rock ledge floor of basement level (walls and ceiling not included in this work) shall be dry and free and clean of debris, moss or any other materials which may have accumulated upon the surfaces of this space over time. Rock ledge floor shall be swept down first with a stiff bristle broom; followed by vacuuming of the floor surface, to eliminate any protrusions which might perforate vapor barrier membrane. Preparations for installation of vapor barrier membrane shall be undertaken only during the driest season, and contractor shall insure that there is no standing water or excess moisture within the basement chamber at the time of application. Basement access hatch should be left open for two weeks preceding application, with appropriate safety barriers installed around the perimeter of this opening to prevent any hazards to personnel.

2. **Vapor Barrier System and Membrane Product:** Existing floor surface shall be first covered with a minimum sub-base of 2" coverage of clean, stonedust, free of any crushed rock. Since the rock ledge floor is not level and uneven surface, minimum stonedust coverage shall exceed the 2" minimum when sub-base surface is brought to level grade. Following sub-base preparation, a 15-mil polyethylene or equivalent vapor impermeable fabric, shall be laid down upon the sub base, with the edges turned up around the perimeter a minimum of 4" all around. If one or more seams are necessary across the center of the floor, waterproof adhesive tape (ProSoCo R-Guard or equivalent) shall be used to thoroughly seal all seams. All seams shall be overlapped a minimum of 4". Edges of vapor barrier fabric turned up along side walls shall be neatly trimmed to a standard 4" height and taped securely to concrete side walls. To avoid stretching or puncturing of completed vapor barrier during assembly from workmen's weight walking on membrane, short lengths of plywood shall be used to support all personnel while installing fabric. Finish floor design, to protect vapor barrier, shall consist of 3" of clean stonedust covering entire surface, raked level and thoroughly mechanically compacted.

3. **Application and Safety Procedures:** Contractor shall insure that work area is properly illuminated and vented for health and safety of personnel, with an access ladder in place at all times.

4. **Basement Hatch Adjustment:** Adjust existing hatch cover battens, or frame rabbets, or both – to restore full functionality to hatch cover and ease of use.

V. SAFETY RAILINGS, GANGWAY HATCH REPAIRS & PAINTING

A. Areas to be Repaired

1. **Repair and Adjustment of Swinging Bar Ship's Ladder Safety Rails (2) – 7th and 8th Floor levels:** Both iron pipe swinging bar rails are “frozen” and inoperable due to corrosion of the socket collars at their bearings; and one safety bar is bent

- a. **Sequence/First Step - Restoring Bent Pipe Railing:** While Swinging Bar Safety Rails are still frozen at their socket collars, Contractor may employ one or more alternate methods to restore bent pipe railing to true 180° linear configuration. In the first approach, contractor may try to use a scrap section of 2' diameter pipe, 4' +/- in length, and in combination with an acetylene torch, to heat and gradually bend the deformed rail section back to its true form. If this approach proves unsuccessful, contractor shall employ a simple angle iron jig (3/8" x 2" x 2") and heavy duty C clamps to restore bent pipe rail of the Swinging Bar Ship's Ladder Safety Rail at the 8th floor level. Angle iron – with shims of steel scrap under the pipe rail at each end, shall be clamped to bent pipe member at over these shims, in an attitude 180° opposite the arc of the deformed area. The underside of the center section of the bent member shall then be evenly heated with an acetylene torch over a span of 10" +/- . One or more additional C clamps shall be applied to the arc, with proper protection (scrap half-sections of slightly oversize pipe) beneath the threaded jaw end of the clamp, while compressing the arc of the heated area of pipe, gradually returning the pipe section to its original (straight-line) configuration. It may be necessary to compress the damaged section of pipe slightly beyond 180° to overcome arc “memory” - hence the need for the end shims to allow this extra room for pipe rail compression.
- b. **Breaking the Corrosion Bond:** Contractor shall treat both socket collars with multiple applications of a commercial-quality penetrating oil to dissolve the rust bond upon the bearing surfaces inside of the swinging sockets
- c. **Alternate Method of Breaking the Corrosion Bond:** If this application is unsuccessful in freeing the socket collars to move freely around the bearing pole, a portable acetylene torch shall be employed to carefully heat the exterior surfaces of the socket collars, while applying moderate pressure both clockwise / counter-clockwise, to break the corrosion bond within the bearings, once the socket collars have expanded. Extreme care should be taken to avoid oxidizing the iron collars, or inadvertently melting these fittings with overheating, or “dwelling” on the same spot too long, with the flame tip

- d. **Socket Collar Bearing Treatment:** Once both socket collars and attached railings swing smoothly again, bearings should thoroughly lubricated with light machine oil.

2. Conservation Treatment of Fixed Iron Pipe & Knuckle Stair Safety Rails:

Typical iron pipe and cast-knuckle railing assemblies are badly rusted and beginning to corrode at base flanges at all levels of the structure. Conservation treatment is needed to arrest the progress of deterioration

- a. **Paint Sampling:** Contractor shall search for and remove paint samples from several locations on pipe railing assemblies, and submit to a qualified testing laboratory for testing for the presence of lead, and original color
- b. **Preparation of Metal Surfaces:** Power wire-brush or lightly sandblast entire pipe and knuckle assemblies, typically, to achieve a "white metal" finish. Contractor to ensure that collection of all dust and residue from this procedure is in conformance with federal and state laws pertaining to removal, handling and disposal of lead-based paint. Residues shall be vacuum-collected at the point of contact with railing assemblies and work areas properly shrouded and isolated from the rest of the structure
- c. **Painting:** Presuming that original railing assembly color(s) can be ascertained through testing, railings shall be primed with a marine-grade metal primer, after all metal parts have been vacuumed free of dust residues. Prime coat is to be followed with two finish coats of premium, marine-grade metal paint, in the original color scheme (eggshell finish). Paint manufacturers' directions shall be strictly followed in paint application process

3. **Gangway Hatch Repairs:** Located in 8th Floor AAIS Observation "Tub" – wooden hatch which appears to have been used to cover the gangway opening to the 8th, or possibly 7th floor. Objective is to restore to original location with full functionality

- a. **Preparation:** Identify which hatch opening (7th or 8th Flr) this hatch was fitted for. Rake out paint, dirt and other detritus in the receiving rabbet of the floor opening for which the hatch is intended; paint rabbet with Marine Gray paint
- b. **Re-Installation:** Locate original hinges, safety latches and pull and refurbish and lubricate; or, if not found or unusable, procure hinge hardware which will fit the mortises found on the frame and hatch edge. Install so that hatch is operable from both above and below floorplane.

VI. INTERIOR PAINT TREATMENTS

- 1. **Painting:** Limited interior painting is needed to cover interior areas covered with non-matching paint colors, used to cover graffiti

- a. **Paint Samples:** Contractor shall secure samples from surrounding, undisturbed paint, from selected locations requiring selected re-painting and custom-match color, as needed
- b. **Application:** In areas (6th, 7th, 8th floors) where interior-wall graffiti has recently been covered with non-matching (white) paint, repaint these selected areas only, with marine-grade latex to match the color of the surrounding principal wall colors at these levels (Marine Gray; Cream per location). Feather in new paint with existing; do not over paint affected areas excessively.

VII. ENVIRONMENTAL TESTING AND REMEDIATION

1. Floor Tiles (9" x 9") for Asbestos & Remediation
2. Interior Paint for Lead Presence & Remediation

VIII. VENTILATION

1. Development of a plan that will address the humidity and condensation build up in the Tower on certain weather days. This plan needs to be addressed prior to the scheduling of the window replacement and basement level waterproofing.
 - a. **Preparation:** Place throughout the tower Temperature and Humidity Data Loggers within six to twelve month period prior to window replacement and/or basement level waterproofing.
 - b. **Analysis:** the information collected will determine how the tower can be effectively ventilated. Passive solar air flow designs and solar vent fan should be considered.
 - c. Information from the Temperature and Humidity Data Loggers will continue to be gathered and analyzed on a regular basis, but not less than every six months, to determine the effectiveness of the ventilation treatment. The treatment will then be revised to address any ventilation needs.



State of New Hampshire

LRCP 13-042

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

September 16, 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, allowing negotiations within the Committee's current policy guidelines, to reduce the previously approved sale price of the former Nashua District Court property located at 25 Walnut Street (including one building of approximately 19,459 square feet and approximately 1.11 acres of land) in the City of Nashua from \$1,153,778 to \$1,000,000, plus an 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 and has remained vacant since. 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.

On May 14, 2013, the Committee approved the request of the Department to enter into a listing agreement with NAI Norwood Group ("Norwood") for a term of up to one (1) year, allowing negotiations within the Committee's current policy guidelines, to sell the Property for \$1,153,778, plus an administrative fee of \$1,100, as specified in the Department's request dated January 17, 2013 (LRCP 13-005). The Department entered into an Exclusive Marketing Agreement with Norwood effective June 24, 2013. After working with the Department to design basic marketing materials, on July 12, 2013 Norwood began to advertise the Property through the Northern New England Real Estate Network (NNEREN) (a Multiple Listing Service or "MLS"), the New England Commercial Property Exchange (NECPE), and LoopNet. Norwood has also placed signage on the Property, run print advertisements in the New England Real Estate Journal and the New Hampshire Business Review, and conducted both a post card mailing and an email blast directed at brokers, developers, investors, and other potentially interested parties. As a result of these marketing activities, Norwood has received inquiries about the Property from thirteen (13) separate parties, shown the Property to three (3) separate parties (one of whom was Tom Galligani, Economic Development Director for the City of Nashua), and received one (1) tentative offer. Norwood is currently planning a broker open house for next month.

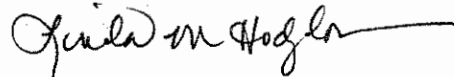
The sole tentative offer received so far came from an investor whose uniquely thorough investigation of the Property has included more than eight (8) site visits (including some with prospective tenants), multiple exploratory communications with the City Fire Marshal and other City offices, discussions with possible lenders, and procurement of early estimates for much of the work anticipated to prepare the building for occupancy by multiple office tenants. Although the tentative offer was too low to fall within the acceptable range contemplated by the Committee's current negotiation policy guidelines, the Department believes that the offered price is instructive with regard to its reflection of certain objectively unavoidable buyer costs that were not contemplated by the appraisal or by Norwood's initial opinion of value but are now necessary to convert the building from a 1979 government-owned courthouse into private office space. In particular, the City Fire Marshal has apparently indicated that a fire suppression sprinkler system must be installed throughout the building (estimated cost: \$143,105). In addition, the existing two-inch (2") diameter water main serving the building must be upgraded to a four-inch (4") diameter main in order to accommodate the sprinkler system (estimated cost: \$74,680). Finally, multiple lenders have apparently indicated that proper removal of the underground storage tank currently used to store heating oil will be required as a condition of financing (estimated cost: \$37,200). In light of this, it is the prospective buyer's intention to replace the existing boiler and connect the building to City natural gas. The foregoing costs, excluding boiler replacement and gas line connection, total more than \$254,000.

In light of the foregoing and the persistence of an unusually high office space vacancy rate in Nashua, the Department has decided to seek approval to sell the Property for \$1,000,000. Norwood reports that the listing price for at least one other high quality office property in Nashua that has been on the market for several months has been lowered far more significantly than the price reduction requested herein.

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 reduced sale price approved by the 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 reduced price. The Department believes that such latitude is necessary to provide a quick response to prospective buyers and efficiently market the Property.

Authorization is hereby requested: to reduce the previously approved sale price of the Property from \$1,153,778 to \$1,000,000, plus an administrative fee of \$1,100 in accordance with RSA 4:40, III-a.

Respectfully submitted,



Linda M. Hodgdon
Commissioner



LRCP 13-005

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

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

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

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

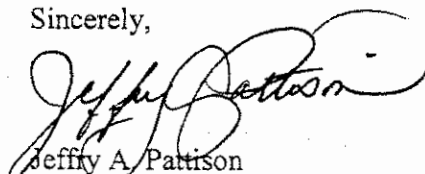
May 15, 2013

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 May 14, 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 (1) year, allowing negotiations within the Committee's current policy guidelines, 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.

Sincerely,


Jeffry A. Pattison
Legislative Budget Assistant

JAP/pe
Attachment

Cc: Michael Connor, Deputy Commissioner



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.

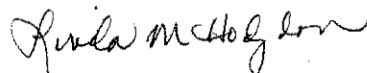
The top ranked proposal was submitted by NAI Norwood Group ("Norwood"). Norwood believes that the Property will sell "as-is" between \$1,038,400 and \$1,132,800. After further discussions with Norwood, the Department has decided to seek approval to sell the Property for \$1,153,778. The Department understands 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



STATE OF NEW HAMPSHIRE
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
OFFICE of the COMMISSIONER

172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856

LRCP 13-038
603-271-2411
FAX: 603-271-2629

September 13, 2013

Representative David Campbell, Chairman
Long Range Capital Planning and Utilization Committee
C/O The Legislative Budget Assistant Office
Room 102, State House
Concord, NH 03301

Requested Action

1. The NH Department of Resources and Economic Development (DRED) requests the Department of Transportation (DOT) to permanently transfer control and management responsibility of a 6+/-1 Acre parcel of State owned land and buildings located on the easterly side of Bear Notch Road in the Town of Bartlett, to DRED at no cost, subject to the conditions as specified, upon Long Range Capital Planning and Utilization Committee approval pursuant to the provisions of RSA 228:31-b.
2. Pursuant to RSA 4:40(III-a), waive the \$1,100 administrative fee.

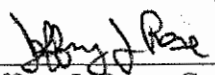
Explanation

On June 26, 2012, the Long Range Capital Planning and Utilization Committee amended and approved the request (LRCP 12-009) with a two year trial period, and a requirement to return before the Long Range Capital Planning and Utilization Committee at the close of said period for further approval beyond that date.

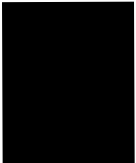
Governor and Council approved the transfer on November 14, 2012 (item #158)

The issue that caused the 2 year trial period to be inserted has been resolved and is no longer an issue. Authorization is requested to transfer the subject parcel to the NH Department of Resources and Economic Development on a permanent basis unless required by NH DOT as noted in the original request.

Respectfully submitted,



Jeffrey J. Rose, Commissioner
Department of Resources and
Economic Development



**IF RECORDED; THIS IS A TRANSFER
BETWEEN AGENCIES OF THE STATE
OF NEW HAMPSHIRE AND IS
THEREFORE EXEMPT FROM THE NEW
HAMPSHIRE REAL ESTATE TRANSFER
TAX PURSUANT TO RSA 78-B:2(I)**

**Transfer of Management Responsibility
For a parcel of land with buildings
From
The New Hampshire Department of Transportation
To
The New Hampshire Department of Resources and Development
in
Bartlett, NH**

THIS IS NOT A TRANSFER OF TITLE

The State of New Hampshire, Department of Transportation, (DOT), whose address is PO Box 483, 7 Hazen Drive, Concord, New Hampshire 03302-0483, County of Merrimack, State of New Hampshire pursuant to Governor and Executive Council approval transfers to the State of New Hampshire, Department of Resources and Economic Development, (DRED), of 172 Pembroke Road, P.O. Box 1856, Concord, 03302-1856 management responsibility to the following land held in title by the State of New Hampshire:

Beginning at the southeasterly corner of the subject property at a H.E.B. disc found, said disc being the northeast corner of land now or formerly of Victor Stashewsky;

Thence turning and running along a blazed line in a northwesterly direction along the northerly boundary of Stashewsky land, crossing Bartlett Brook, approximately 673'± to a H.E.B. disc found on the east side of Albany Ave, said corner also being the northwest corner of land now or formerly Stashewsky;

Thence running in a northerly direction along the easterly boundary of Albany Ave, approximately 380'± to the land now or formerly owned by Bruce and Tracey Bennett;

Thence turning and running in a southeasterly direction along the southerly boundary of the Bennett property, said crossing Bartlett Brook, to land now or formerly owned by River Run Company;

Thence turning and running in a southerly direction along the westerly boundary of the River Run Company to the point of beginning.

Containing six (6) acres more or less, and being all the real estate describe in a deed from Wellington J. Thurston to the State of New Hampshire recorded February 13th, 1958 at the Carroll County Registry of Deeds in Book 325, Page 287.

Management responsibilities of this parcel by DRED can be terminated by the DOT if this parcel is needed by the DOT for transportation purposes in the future.

PURPOSE: The purpose of this Transfer of Land Management Responsibility is to facilitate the use of the property by DRED for storage and public winter time parking.

Approved by Governor and Council on November 14, 2012, Item # 158.

Executed this _____ day of _____, 2013.

**THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION**

By: _____
Christopher D. Clement, Commissioner

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK, SS

On this _____ day of _____, 2013, personally appeared Christopher D. Clement, Commissioner of the Department of Transportation of the State of New Hampshire, known to me or satisfactorily proven to be the person described in this document, and acknowledged that he was duly authorized to execute this document.

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

(seal)

**THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND
ECONOMIC DEVELOPMENT**

By: _____
Jeffrey J. Rose, Commissioner

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK, SS

On this _____ day of _____, 2013, personally appeared Jeffrey J. Rose, Commissioner of the New Hampshire Department of Resources and Economic Development, known to me or satisfactorily proven to be the person described in this document, and acknowledged that he was duly authorized to execute this document.

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

(seal)

JUN 29 2012

RECEIVED

LRCP 12-009



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

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

State of New Hampshire

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

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

June 26, 2012

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

Dear Mr. Schmidt,

The Long Range Capital Planning and Utilization Committee, pursuant to the provisions of RSA 228:31-b, on June 26, 2012, amended and approved the request from the Department of Transportation, Bureau of Right-of-Way, to transfer 6 +/- acre parcel of State owned land with improvements, owned by the Department of Transportation, located on the easterly side of Bear Notch Road in the Town of Bartlett, to the Department of Resources and Economic Development at no cost, subject to the conditions as specified in the Department's request dated March 6, 2012, for a two (2) year trial period and return before the Long Range Capital Planning and Utilization Committee at the close of said period for further approval beyond that date.

Sincerely,

A handwritten signature in cursive script, reading "Jeffry A. Pattison".

Jeffry A. Pattison
Legislative Budget Assistant

JAP/pe
Attachment

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



LRCP 13-035

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: August 5, 2013

SUBJECT: Surplus Land Review, SLR 13-010-CITY OF CONCORD

The Council on Resources and Development (CORD) took action on the following application brought by the Department of Administrative Services:

Request to grant a perpetual utility easement to Unitil Energy Systems, Inc. and Northern New England Telephone Operations, LLC (d/b/a FairPoint Communications – NNE) as tenants in common on state land to provide electrical and communications utility service to the Anna Philbrook Center located at 121 Fruit Street on the southwestern corner of the Governor Hugh J. Gallen State Office Park campus in Concord.

CORD members voted to **RECOMMEND APPROVAL** OF SLR 13-010 on July 9 3013, pending no adverse comments received during the public comment period, which ended on August 1, 2013. No such comments were received.

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

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 *SS*
Office of Energy and Planning

DATE: August 29, 2013

SUBJECT: Surplus Land Review, SLR 13-011-CITY OF CONCORD

The Council on Resources and Development (CORD) took action on the following application brought by the Department of Administrative Services:

Request from the Department of Administrative Services to extend for an additional three years the term of an existing License for Use of Premises to Concord Steam Corporation to operate the boiler plant at the Governor Hugh J. Gallen State Office Park near Pleasant Street in Concord.

CORD members voted to **RECOMMEND APPROVAL** OF SLR 13-010 on August 12, 2013, pending no adverse comments received during the public comment period, which ended on August 26, 2013. No such comments were received.

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



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
Tel. (603) 271-3204

September 9, 2013

The Honorable David Campbell, Chairman
Long Range Planning and Utilization Committee
Legislative Office Building
Room 201
Concord, NH 03301

Dear Representative Campbell,

At the last meeting of the Long Range Planning and Utilization Committee, you requested that Administrative Services provide the Long Range Planning and Utilization Committee with a copy of the agency real property reports that were due on or before July 1, 2013 in accordance with RSA 4:39-e. Due to the large size of the reports they are only available in electronic form. They can be accessed at the following public web page:

<http://das.nh.gov/realproperty/>

In addition you also requested a list of state agencies that did not file a report to Administrative Services as required by the legislation. Attached is a list of reporting agencies and a list of non reporting agencies. Please note that on the list of non reporting agencies several of them do not own real property.

If you have any questions, please feel free to contact me at (603) 271-6899 or michael.connor@nh.gov.

Respectfully submitted,

Handwritten signature of Michael P. Connor in black ink.
Michael P. Connor
Deputy Commissioner

Cc: Linda M. Hodgdon, Commissioner

Attachment

RSA 4:39-e AGENCY REAL PROPERTY REPORTING

Reporting Agencies for FYE June 30, 2013

1. Adjutant General Department
2. Department of Administrative Services
3. Department of Agriculture
4. Department of Environmental Services
5. Department of Employment Security
6. Fish & Game Commission
7. Department of Health and Human Services, HHS: Commissioner
8. Highway Safety Agency
9. Liquor Commission
10. New Hampshire Lottery Commission
11. Police Standards and Training Council
12. Public Utilities Commission
13. Department of Resources and Economic Development
14. Department of Safety
15. Department of Transportation

Non-Reporting Agencies

Department of Information Technology
Secretary of State
Department of Cultural Resources (Historical Resources)*
Department of Revenue Administration
State Treasury
Board of Tax and Land Appeals
New Hampshire Retirement System
Real Estate Commission
Joint Board of Licensure and Certification
Boxing and Wrestling Commission
Development Disabilities Council
Department of Justice
Bank Commission
Public Employees Labor Relations Board
Racing and Charitable Gaming Commission
Insurance Department
Department of Labor
Department of Corrections*
Judicial Council
Department of Health and Human Services, HHS: Human Services (DJJS)*
Department of Health and Human Services, HHS: Transitional Assistance
Department of Health and Human Services, HHS: Office of Medicaid and Business Policy
Department of Health and Human Services, HHS: Elderly Adult Services
Department of Health and Human Services, HHS: Division of Community Based Care Services

Department of Health and Human Services, HHS: Division of Public Health*
Department of Health and Human Services, HHS: Glencliff Home*
Department of Health and Human Services, HHS: Division of Behavioral Health
Department of Health and Human Services, HHS: Division of Developmental Services*
Department of Health and Human Services, HHS: New Hampshire Hospital*
Veterans Home*
New Hampshire Office of Veterans Services
Department of Health and Human Services, HHS: Administratively Attached Boards
Department of Education
New Hampshire Sweepstakes Commission

* Non-reporting agency listed as owning real property in the FYE June 30, 2011 State Owned Real Property supplement to the Comprehensive Annual Financial Report.