

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

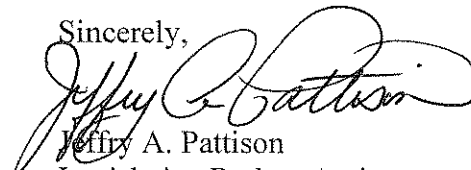
June 17, 2014

To Members of the Long Range Capital
Planning and Utilization Committee

The Long Range Capital Planning and Utilization Committee, as established by RSA 17-M, of which you are a member, will hold a regular business meeting on **Tuesday, June 24, 2014, at 11:00 a.m.** in Room 201 of the Legislative Office Building.

Please find attached information to be discussed at this meeting

Sincerely,


Jeffry A. Pattison
Legislative Budget Assistant

JAP/pe
Attachments

LONG RANGE CAPITAL PLANNING AND UTILIZATION COMMITTEE
AGENDA

Tuesday, June 24, 2014 at 11:00 a.m. in Room 201 of the Legislative Office Building

- (1) **Acceptance of Minutes** of the May 13, 2014 meeting
- (2) **Old Business:**
- (3) **New Business:**

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

LRCP 14-020 Department of Health and Human Services – request approval of a ten-year term renewal lease agreement, effective July 17, 2014, with Peak Three Associates, LLC, 84 Edencroft Road, Littleton, NH 03561, for approximately 13,275 square feet of office space located at 80 North Littleton Road-Ground Floor, Littleton, NH 03561, with occupancy of the premises and commencement of rental payment to begin October 1, 2014, following completion of all renovations as specified, with an end date of September 30, 2024, for a total lease cost of \$2,631,370.50, for the schedule of annual rent as specified in the request dated June 5, 2014

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

LRCP 14-019 Department of Transportation – request authorization to sell a 3.31 +/- acre parcel of State owned land located on the easterly side of NH Route 25 in the Town of Wentworth by a sealed bid process to the abutters with a minimum bid price of \$17,100, which includes a \$1,100 Administrative Fee, subject to the conditions as specified in the request dated June 10, 2014

LRCP 14-021 Department of Transportation – request authorization to extend the listing agreement with Parade Properties for a term of six (6) months, keeping the current listing price of \$25,000, allow negotiations within the Committee's current policy guidelines, and assess an \$1,100 Administrative Fee, to sell a 0.34 +/- acre parcel of State owned land located on the southerly side of NH Route 155 and the northerly side of Kelley Road (Old Pudding Hill Road) in the Town of Madbury, subject to the conditions as specified in the request dated June 10, 2014 (LRCP 13-022 originally approved May 14, 2013, and subsequently amended (LRCP 13-049) on November 23, 2013)

LRCP 14-022 Department of Transportation – request authorization to sell a 5.32 acre Utility Easement over State owned land located on the northerly side of Quarry Road in the Town of Troy directly to Public Service of New Hampshire for \$7,700, which includes a \$1,100 Administrative Fee, subject to the conditions as specified in the request dated June 10, 2014

LRCP 14-023 Department of Transportation – request authorization to sell a 4.72 acre Utility Easement over State owned land located on the southerly side of Monadnock Street in the Town of Troy directly to Public Service of New Hampshire for \$7,300, which includes a \$1,100 Administrative Fee, subject to the conditions as specified in the request dated June 10, 2014

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

LRCP 14-018 Department of Transportation – request authorization to transfer a 6.7 +/- acre parcel of State owned land with improvements located on the northeasterly side of NH Route 112 in the Town of Conway to the NH Fish and Game Department, at no cost, subject to the conditions as specified in the request dated May 30, 2014

RSA 228:67 Disposition of Acquired or Abandoned Rail Properties:

LRCP 14-017 Department of Transportation – request authorization to transfer ownership and management of the Gerrish Depot on the State-owned Northern Railroad in Boscawen, NH to the Department of Resources and Economic Development (DRED), at no cost, for rehabilitation, historic preservation, and management as a recreational facility, subject to the conditions as specified in the request dated May 20, 2014

(4) **Miscellaneous:**

(5) **Informational:**

LRCP 14-016 New Hampshire Council on Resources and Development – Two (2) Memorandums regarding Surplus Land Review for; Town of Fitzwilliam SLR 14-020 and Jefferson SLR 14-022

LRCP 14-024 Office of Legislative Budget Assistant – Long Range Capital Planning and Utilization Committee Preliminary Summary of 2013 and 2014 Items as of June 17, 2014

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

LONG RANGE CAPITAL PLANNING AND UTILIZATION COMMITTEE

MINUTES

May 13, 2014

The Long Range Capital Planning and Utilization Committee met on Tuesday, May 13, 2014 at 2:30 p.m. in Room 201 of the Legislative Office Building.

Members in attendance were as follows:

Representative David Campbell, Chairman
Representative Gene Chandler
Representative John Cloutier, Clerk
Representative John Graham (Alternate)
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 2:49 p.m.

ACCEPTANCE OF MINUTES:

On a motion by Senator Rausch, seconded by Representative Graham, that the minutes of the April 21, 2014 meeting be accepted as written. MOTION ADOPTED.

NEW BUSINESS:

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

LRCP 14-013 Department of Transportation – Charles Schmidt, PE, Administrator, Bureau of Right-of-Way, Department of Transportation presented the request and responded to questions of the Committee.

On a motion by Representative Chandler, seconded by Representative Graham, that the Committee approve the request of the Department of Transportation, Bureau of Right-of-Way, to sell an access point through the Controlled Access Right-of-Way (CAROW) of New Durham Road in the Town of Alton directly to T&M Fitzgerald Family Revocable Trust for \$66,100, which includes an \$1,100 Administrative Fee, subject to the conditions as specified in the request dated April 25, 2014. MOTION ADOPTED.

RSA 4:40 DISPOSAL OF REAL ESTATE:

LRCP 14-015 Office of Energy and Planning – Meredith Hatfield, Director, Office of Energy and Planning, Maureen Smith, Esquire, Orr & Reno representing Granite State Gas Transmission, and Roger Barnham, Senior Gas Engineer, Granite State Gas Transmission, presented the request and responded to questions of the Committee.

On a motion by Senator Rausch, seconded by Senator Stiles, that the Committee approve the request of the Office of Energy and Planning, to convey a 50-foot wide submerged easement within the Squamscott River between Exeter and Stratham, at no cost to the State, to Granite State Gas Transmission, Inc. (GSGT) of Hampton, New Hampshire for a segment of an interstate natural gas pipeline, and to assess an Administrative Fee of \$1,100, subject to the conditions as specified in the request dated May 6, 2014. MOTION ADOPTED. (7-Yes, 1-No)

MISCELLANEOUS:

INFORMATIONAL:

The Committee requested the Office of Legislative Budget Assistant provide a summary on the disposition of properties for 2013-2014, with a comparison to other years.

The informational materials were accepted and placed on file.

DATE OF NEXT MEETING AND ADJOURNMENT:

The next regular meeting of the Long Range Capital Planning and Utilization Committee was set for Tuesday, June 24, 2014 at 11:00 a.m.

On a motion by Senator Larsen, seconded by Senator Rausch, that the meeting adjourn. (Where upon the meeting adjourned at 3:00 p.m.)

Representative John R. Cloutier, Clerk



LCP 14-020

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

June 5, 2014

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 renewal lease agreement with Peak Three Associates, LLC, 84 Edencroft Road, Littleton, New Hampshire 03561. This renewal lease agreement will allow the Department to remain in its existing office space for its employees and clients in a secure and efficient facility with renovations necessary to bring the office up to current Department standard requirements. The effective date for this agreement is July 17, 2014 with an end date of September 30, 2024, with a total lease cost of \$2,631,370.50. Occupancy of the premises and commencement of rental payment shall be October 1, 2014, following completion of all renovations 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 its Southern (Nashua), Seacoast (Portsmouth) and Keene District Offices to help meet those objectives. The Littleton District Office was the next area to be reviewed.

A thorough assessment of caseload by Division and then by staff caseworker showed that Littleton would remain the location to best meet the clientele needs of Grafton and partial Coos Counties. 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 forty employees.

As there have not been any previous, current or long-term plans to move the Department of Health and Human Services' Littleton District Office into any State owned facility, the Department initiated a Request for Proposal in December 2013. Limited available commercial real estate in the Littleton area and the State's stringent lease contract requirements present significant obstacles for building owners. The 2013 Request for Proposal was able to provide only one viable leasehold option; the existing landlord Peak Three Associates, LLC, 84 Edencroft Road, Littleton, New Hampshire.

Due to program changes, which streamline the way the Department does business with its clients, the current Littleton District Office needed renovations to bring it up to the current Department standards, the limited renovations provide: an additional transaction window with added privacy; renovated areas to provide workspace for teleworker staff when they routinely visit the office for updates (more efficient use of office space); accessible parking upgrades for both clients and staff; an automated door opener to be added to the main entrance; interview

rooms will have added security features using access cards instead of keys for staff; upgraded perimeter heating; new flooring (inclusive of slip resistant VCT in rest rooms and lounge areas) and new paint throughout.

This building will encourage smart growth by renovating the existing facility. The proposal includes the limited renovation of the 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 Littleton area at this time). The square footage remains the same at approximately 13,275 square feet. The current lease rate is \$19.95; the renewal lease rate with renovations is \$18.52 per square foot gross, not reaching \$19.95 per square foot until year six, providing a substantial savings to the Department. In addition, remaining at this location saves the Department moving costs, inclusive of the moving expense, telephone and data relocation, upgrading the phone system and access control system, and the inclusion of the added cost of systems furniture.

Financially, a renewal lease is the only feasible resolution for this District Office. The lease proposal provided by Peak Three Associates was offered to the Department as a five-year and a ten-year lease, with no options to extend. The ten year lease provided a savings of \$101,686.50 (see attached Littleton Renovation spreadsheet) over the first five years of the lease; therefore, the Department pursued the ten-year lease. The ten-year lease rate structure is as follows:

<u>Term</u>	<u>Per Square Foot</u>	<u>Annual Rent</u>	<u>Percent Increase</u>
Year 1	\$18.52	\$245,853.00	
Year 2	\$18.80	\$249,570.00	1.5%
Year 3	\$19.08	\$253,287.00	1.5%
Year 4	\$19.37	\$257,136.75	1.5%
Year 5	\$19.66	\$260,986.50	1.5%
Year 6	\$19.95	\$264,836.25	1.5%
Year 7	\$20.25	\$268,818.75	1.5%
Year 8	\$20.55	\$272,801.25	1.5%
Year 9	\$20.86	\$276,916.50	1.5%
Year 10	\$21.18	\$281,164.50	1.5%
Total ten-year term		\$2,631,370.50	13.5% 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 \$3,109,476.00 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.

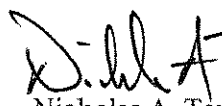
The new lease rate is structured to be payable as a full gross lease, inclusive of real estate taxes, insurance, heat, electricity, janitorial services and common area maintenance (including snow plowing, snow removal, general repairs and maintenance, HVAC repairs and maintenance, electrical repairs and maintenance, water and sewer, and landscaping).

The Honorable David Campbell, Chairman
Long Range Capital Planning and Utilization Committee
June 5, 2014
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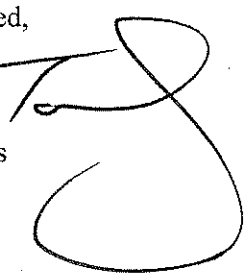
Approval of this renewal lease will allow the Department of Health and Human Services to provide services to the public more efficiently and effectively in a secure and confidential environment. The area served by the Littleton District Office is the majority of Grafton County and partial Coos County.

Your approval of this renewal lease agreement to continue to house the Department's Littleton District Office is appreciated.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "N. A. Toumpas", written over the printed name.

Nicholas A. Toumpas
Commissioner

A large, stylized handwritten flourish or signature in black ink, extending from the right side of the page.

**LITTLETON DISTRICT OFFICE
PURCHASE VS LEASE COMPARISON
MAY 23, 2014**

CAPITAL EXPENSE \$ 4,473,675
RATE 5.0%
OPERATING EXPENSE RATE \$ 7.50 Per square foot
OPERATING EXPENSE INFLATION FACTOR 1.02% Per year
FACILITY SQUARE FOOTAGE 13,275 Square Feet
CAPITAL EXPENSE BASED ON 10,732 SQUARE FEET @ \$337/SQUARE FOOT

Lease (Full Gross Lease)
Annual Lease Expenses Year 1 \$ 245,853.00
Lease Expense Years 1 - 10 - Actual
Annual Lease Expense Estimated Years 11 - 20
(Based on escalator factor of 1.5%)

PURCHASE OPTION							LEASE OPTION		Comparison
SFY	Rate	Principal	Interest	P&I	Fiscal Year Totals	Estimated Annual Operating Expenses	Total Capital and Operating Expenses	Total Annual Lease Expense	
2114	5.0%	\$ 268,421	\$ 111,842	\$ 380,262					
2014	5.0%	\$ -	\$ 111,842	\$ 111,842	\$ 492,104	\$ 99,563	\$ 591,667	\$ 245,853	\$ 345,814
2015	5.0%	\$ 268,421	\$ 105,131	\$ 373,552	\$ -	\$ -	\$ -		
2015	5.0%		\$ 105,131	\$ 105,131	\$ 478,683	\$ 100,578	\$ 579,261	\$ 249,570	\$ 329,691
2016	5.0%	\$ 268,421	\$ 98,421	\$ 366,841	\$ -	\$ -	\$ -		
2016	5.0%		\$ 98,421	\$ 98,421	\$ 465,262	\$ 101,604	\$ 566,866	\$ 253,287	\$ 313,579
2017	5.0%	\$ 268,421	\$ 91,710	\$ 360,131	\$ -	\$ -	\$ -		
2017	5.0%		\$ 91,710	\$ 91,710	\$ 451,841	\$ 102,640	\$ 554,481	\$ 257,137	\$ 297,345
2018	5.0%	\$ 268,421	\$ 85,000	\$ 353,420	\$ -	\$ -	\$ -		
2018	5.0%		\$ 85,000	\$ 85,000	\$ 438,420	\$ 103,687	\$ 542,107	\$ 260,987	\$ 281,121
2019	5.0%	\$ 268,421	\$ 78,289	\$ 346,710	\$ -	\$ -	\$ -		
2019	5.0%		\$ 78,289	\$ 78,289	\$ 424,999	\$ 104,745	\$ 529,744	\$ 264,836	\$ 264,908
2020	5.0%	\$ 268,421	\$ 71,579	\$ 339,999	\$ -	\$ -	\$ -		
2020	5.0%		\$ 71,579	\$ 71,579	\$ 411,578	\$ 105,813	\$ 517,391	\$ 268,819	\$ 248,573
2021	5.0%	\$ 268,421	\$ 64,868	\$ 333,289	\$ -	\$ -	\$ -		
2021	5.0%		\$ 64,868	\$ 64,868	\$ 398,157	\$ 106,893	\$ 505,050	\$ 272,801	\$ 232,248
2022	5.0%	\$ 268,421	\$ 58,158	\$ 326,578	\$ -	\$ -	\$ -		
2022	5.0%		\$ 58,158	\$ 58,158	\$ 384,736	\$ 107,983	\$ 492,719	\$ 276,917	\$ 215,802
2023	5.0%	\$ 268,421	\$ 51,447	\$ 319,868	\$ -	\$ -	\$ -		
2023	5.0%		\$ 51,447	\$ 51,447	\$ 371,315	\$ 109,084	\$ 480,399	\$ 281,165	\$ 199,235
2024	5.0%	\$ 178,947	\$ 44,737	\$ 223,684	\$ -	\$ -	\$ -		
2024	5.0%		\$ 44,737	\$ 44,737	\$ 268,421	\$ 110,197	\$ 378,617	\$ 285,382	\$ 93,235
2025	5.0%	\$ 178,947	\$ 40,263	\$ 219,210	\$ -	\$ -	\$ -		
2025	5.0%		\$ 40,263	\$ 40,263	\$ 259,473	\$ 111,321	\$ 370,794	\$ 289,663	\$ 81,131
2026	5.0%	\$ 178,947	\$ 35,789	\$ 214,736	\$ -	\$ -	\$ -		
2026	5.0%		\$ 35,789	\$ 35,789	\$ 250,526	\$ 112,456	\$ 362,982	\$ 294,008	\$ 68,975
2027	5.0%	\$ 178,947	\$ 31,316	\$ 210,263	\$ -	\$ -	\$ -		
2027	5.0%		\$ 31,316	\$ 31,316	\$ 241,578	\$ 113,603	\$ 355,182	\$ 298,418	\$ 56,764
2028	5.0%	\$ 178,947	\$ 26,842	\$ 205,789	\$ -	\$ -	\$ -		
2028	5.0%		\$ 26,842	\$ 26,842	\$ 232,631	\$ 114,762	\$ 347,393	\$ 302,894	\$ 44,499
2029	5.0%	\$ 178,947	\$ 22,368	\$ 201,315	\$ -	\$ -	\$ -		
2029	5.0%		\$ 22,368	\$ 22,368	\$ 223,684	\$ 115,933	\$ 339,617	\$ 307,437	\$ 32,179
2030	5.0%	\$ 178,947	\$ 17,895	\$ 196,842	\$ -	\$ -	\$ -		
2030	5.0%		\$ 17,895	\$ 17,895	\$ 214,736	\$ 117,115	\$ 331,852	\$ 312,049	\$ 19,803
2031	5.0%	\$ 178,947	\$ 13,421	\$ 192,368	\$ -	\$ -	\$ -		
2031	5.0%		\$ 13,421	\$ 13,421	\$ 205,789	\$ 118,310	\$ 324,099	\$ 316,730	\$ 7,369
2032	5.0%	\$ 178,947	\$ 8,947	\$ 187,894	\$ -	\$ -	\$ -		
2032	5.0%		\$ 8,947	\$ 8,947	\$ 196,842	\$ 119,517	\$ 316,358	\$ 321,481	\$ (5,122)
2033	5.0%	\$ 178,947	\$ 4,474	\$ 183,421	\$ -	\$ -	\$ -		
2033	5.0%		\$ 4,474	\$ 4,474	\$ 187,894	\$ 120,736	\$ 308,630	\$ 326,303	\$ (17,673)
Totals		\$ 4,473,675	\$ 2,124,996	\$ 6,598,671	\$ 6,598,671	\$ 2,196,540	\$ 8,795,210	\$ 5,685,734	\$ 3,109,476

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	\$	270.00	\$	270.00
Site Improvement Preparation 1% to 10%	5.0%	\$	13.50	
Construction Contingency and Cost Estimates (New) - \$500,000 to \$10,000,000	7.5%	\$	20.25	
Consultant/Bureau of Public Works, Design & Construction Engineering Services	10.0%	\$	27.00	
Total Project		\$	330.75	
LEED Silver certification: Increase total project estimate by 1.5% - 3%	2.0%	\$	6.62	
Capital Expense Factor \$337/Per Square Foot		\$	337	

Five-Year Lease Proposal	LITTLETON RENOVATION 13,275 SQUARE FEET			Percent Increase
	Square Foot Rate	Monthly Cost	Yearly Cost	
Year 1	\$19.81	\$21,914.81	\$262,977.75	
Year 2	\$20.21	\$22,357.31	\$268,287.75	2.0%
Year 3	\$20.61	\$22,799.81	\$273,597.75	1.9%
Year 4	\$21.02	\$23,253.38	\$279,040.50	2.0%
Year 5	\$21.44	\$23,718.00	\$284,616.00	2.0%
Total Five-Year Term			\$1,368,519.75	
Ten-Year Lease Proposal				
Year 1	\$18.52	\$20,487.75	\$245,853.00	
Year 2	\$18.80	\$20,797.50	\$249,570.00	1.5%
Year 3	\$19.08	\$21,107.25	\$253,287.00	1.5%
Year 4	\$19.37	\$21,428.06	\$257,136.75	1.5%
Year 5	\$19.66	\$21,748.88	\$260,986.50	1.5%
Year 6	\$19.95	\$22,069.69	\$264,836.25	1.5%
Year 7	\$20.25	\$22,401.56	\$268,818.75	1.5%
Year 8	\$20.55	\$22,733.44	\$272,801.25	1.5%
Year 9	\$20.86	\$23,076.38	\$276,916.50	1.5%
Year 10	\$21.18	\$23,430.38	\$281,164.50	1.5%
Total Ten-Year Term			\$2,631,370.50	

\$1,368,519.75

\$1,266,833.25

\$101,686.50 Savings over five years

\$20,337.30 Yearly Savings

\$1,694.78 Monthly savings

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 5th day of June 2014, by the following parties:

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

Name: Peak Three Associates, LLC

(individual or corporate name)

State of Incorporation: New Hampshire

(if applicable)

Business Address: 84 Edencroft Road

Street Address (principal place of business)

Littleton

New Hampshire

03561

(603) 616-8911

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: 80 North Littleton Road - Ground Floor

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

Littleton,

New Hampshire 03561

City

State

Zip

The demise of the premises consists of: approximately 13,275 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 17th day of July, in the year 2014, and ending on the
30th day of September, in the year 2024, unless sooner terminated
in accordance with the Provisions hereof.

Landlord Initials: PPM 6/5/14

Date: 6/5/14

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 October, 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.

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*) October 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.

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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.

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6.3 Electrical and Lighting: The Landlord shall furnish all electrical power distribution, outlets and lighting in compliance with the most current National Electrical Code standards. Lighting fixtures throughout the Premises shall be capable of providing illumination levels in accordance with ANSI/IES Standards for Office Lighting in effect on the date of commencement of the term herein. Lighting for exterior areas and other applications shall conform to the recommended levels in the current IES Lighting Handbook in effect on the date of commencement of the term herein.

7. Use of Premises:

The Tenant shall use the premises for the purpose of:

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

and for any other reasonable purposes that may arise in the course of the Tenant's business.

8. Maintenance and Repair by the Landlord:

8.1 General Provisions: The Landlord shall at its own expense, maintain the exterior and interior of the Premises in good repair and condition, including any "common" building spaces such as parking areas, walkways, public lobbies, and restrooms, and including all hallways, passageways, stairways, and elevators which provide access to the Premises. The Landlord agrees to make any and all repairs and perform all maintenance to the Premises or any appurtenance thereto, which may become necessary during the Term or any extension or amendment of the Term. These repairs and maintenance requirements shall be fulfilled whether they are ordered by a public authority having jurisdiction, requested by the Tenant, or are dictated by reasonable and sound judgment, and include but are not limited to: The repair, and if necessary the replacement of any existent roof, walls, floors, doors and entry ways, interior finishes, foundations, windows, sidewalks, ramps and stairs, heating, air-conditioning and ventilation systems, plumbing, sewer, and lighting systems, and all operating equipment provided by the Landlord. Maintenance shall also include timely and consistent provision of any and all pest control which may become necessary within the Premises. Maintenance to areas or equipment which provide compliance with the Federal "American's with Disabilities Act" (ADA) and/or any State or Municipal codes or ordinances specifying requirements for architectural barrier-free access shall be performed regularly and with due diligence, in order to ensure continuity of compliance with all applicable regulations. The Landlord shall meet with the Tenant upon request and as necessary to review and discuss the condition of the Premises.

8.2 Maintenance and Repair of Broken Glass: The Landlord shall replace any and all structurally damaged or broken glass the same day that they are notified by the Tenant, or the damage is observed. In the event that the Landlord is unable to procure and/or install the replacement glass within the same day, they shall notify the Tenant in writing prior to the close of business that day, providing an explanation as to the cause of the delay and the date the damage will be corrected. In the instance of delayed repair, the Landlord shall remove the damaged or broken glass the same day it is noticed or reported, and secure the opening and/or damaged area to the satisfaction of the Tenant.

8.3 Recycling: The Landlord shall cooperate with the Tenant to meet the requirements for waste reduction and recycling of materials pursuant to all Federal, State, and Municipal laws and regulations which are or may become effective or amended during the Term.

8.4 Window Cleaning: The Landlord shall clean both the exterior and interior surfaces of all windows in the Premises annually. Window cleaning shall be completed no later than July 1st of every year.

8.5 Snow Plowing and Removal: The Landlord shall make best efforts to provide for rapid and consistent ice and snow plowing and/or removal from all steps, walkways, doorways, sidewalks, driveway entrances and parking lots, including accessible parking spaces and their access aisles, providing sanding and/or salt application as needed. Plowing and/or removal shall be provided prior to Tenant's normal working hours, however, additional work shall be provided as needed during the Tenant's working hours if ice accumulates or if more than a 2" build-up of snow occurs. Best efforts shall be made to provide and maintain bare pavement at all times. In addition to the foregoing, the Landlord shall provide plowing and/or ice and snow removal service with diligence sufficient to maintain availability of the number of Tenant parking spaces designated in the Agreement herein for the Tenant's use, clearing said spaces within twelve (12) hours of snow and/or ice accumulations. The Landlord shall sweep and remove winter sand and salt deposited in the above referenced areas by no later than June 1st of each year.

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8.6 Parking Lot Maintenance: Landlord shall maintain and repair all parking lot areas, walks and access ways to the parking lot; maintenance shall include paving, catch basins, curbs, and striping. Provision of parking lot maintenance shall include but not be limited to the following:

- A) Inspect pavement for cracks and heaves semi-annually. Monitor to identify source of cracking, if excessive moisture is found under pavement surfaces due to poor drainage, remove pavement, drain properly, and replace with new pavement.
- B) Re-stripe the parking lot at least once every three (3) years or as necessary to maintain clear designation of spaces, directional symbols and access aisles.
- C) Maintain all parking lot and exterior directional signage, replacing signs as necessary when substantially faded, damaged or missing.

8.7 Site Maintenance: Landlord shall maintain and provide as follows:

- A) The Landlord shall maintain all lawns, grass areas and shrubs, hedges or trees in a suitable, neat appearance and keep all such areas and parking areas free of refuse or litter. Any graffiti shall be promptly removed.
- B) The Landlord shall maintain and repair all exterior lighting fixtures and bulbs, providing same day maintenance and repair when possible.
- C) The Landlord shall clean and wash all exterior cleanable/washable surfaces and repaint all painted surfaces, including remarking painted lines and symbols in the parking lot and access lanes thereto, once every three years, except where surfaces are in disrepair in advance of this time frame, which case it shall be required on a more frequent basis.
- D) The Landlord shall regularly inspect and maintain the roof, including cleaning of roof drains, gutters, and scuppers on a regular basis, and timely control of snow and ice build-up. Flashings and other roof accessories shall be observed for signs of deterioration with remedy provided prior to defect. If interior leaks are detected, the cause shall be determined and a solution implemented as quickly as possible to prevent damage to interior finishes and fixtures. Landlord shall inspect roof seams annually, especially at curbs, parapets, and other places prone to leaks, investigate any ponding, etc. All work on the roof shall be conducted so as to maintain roof warranty.

8.8 Heating Ventilation and Air Conditioning (HVAC): The HVAC system in the Premises shall be maintained regularly and with due diligence in order to ensure continuous compliance with the standards set forth by the State of New Hampshire NH "Clean Indoor Air" act (RSA 10:B) and in accordance with current industry standards set forth by the "American Industrial Hygiene Association" (AIHA) and the "American Society of Heating, Refrigeration and Air-Conditioning Engineers, Inc." (ASHRAE). All HVAC air filters shall be replaced on a semi-annual basis; and the air filters used in the HVAC system shall provide the greatest degree of particulate filtration feasible for use in the Premise's air handling system. All HVAC condensate pans shall be emptied and cleaned on a semi-annual basis. The Landlord shall keep a written record of the dates the required semi-annual HVAC maintenance is provided, submitting a copy of this record to the Tenant on the annual anniversary date of the agreement herein. Any moisture incursions and/or leaks into the Premises shall be repaired immediately, this shall include the repair and/or replacement of any HVAC component which caused the incursion, and the replacement of any and all interior surfaces which have become moisture laden and cannot be dried in entirety to prevent possible future growth of mold.

- A) **Maintenance of Air Quality Standards:** In the event that the referenced statutory requirements for indoor air quality are not met at any time during the term, the Landlord agrees to undertake corrective action within ten (10) days of notice of deficiency issued by the Tenant. The notice shall contain documentation of the deficiency, including objective analysis of the indoor air quality.
- B) Landlord and Tenant agree to meet as requested by either party and review concerns or complaints regarding indoor air quality issues. In the event of any issue not being resolved to the mutual satisfaction of either party within thirty (30) days of such meeting, an independent qualified and licensed professional shall be retained to prepare an objective analysis of air quality, mechanical systems and operations/maintenance procedures. Should the analysis support the complaint of the Tenant, the cost of the report and corrective actions shall be borne by the Landlord. Should the report fail to support any need for corrective action or be the result of changes in occupancy count or space uses by the Tenant from the time of initial occupancy, the cost of the independent consultant shall be borne by the Tenant.

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

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

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

8.10 Interior finishes and surfaces:

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

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

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

OR:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

See Exhibit D for text replacing section 11

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

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

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13. **Inspection:** Three (3) months prior to the expiration of the Term, the Landlord or Landlord's agents may enter the Premises during all reasonable working hours for the purpose of inspecting the same, or making repairs, or for showing the Premises to persons interested in renting it, providing that such entrance is scheduled at least 24 hours notice in advance with the Tenant. Six (6) months prior to the expiration of the term, the Landlord may affix to any suitable part of the Premises, or of the property to which the Premises are a part, a notice or sign for the purpose of letting or selling the Premises.
14. **Assignment and Sublease:** This lease shall not be assigned by the Landlord or Tenant without the prior written consent to the other, nor shall the Tenant sublet the Premises or any portion thereof without Landlord's written consent, such consent is not to be unreasonably withheld or denied. Notwithstanding the foregoing, the Tenant may sublet the Premises or any portion thereof to a government agency under the auspices of the Tenant without Landlord's prior consent.
15. **Insurance:** During the Term and any extension thereof, the Landlord shall at it's sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance with respect to the Premises and the property of which the Premises are a part: comprehensive general liability insurance against all claims of bodily injury, death or property damage occurring on, (or claimed to have occurred on) in or about the Premises. Such insurance is to provide minimum insured coverage conforming to: General Liability coverage of not less than one million (\$1,000,000) per occurrence and not less than three million (\$3,000,000) general aggregate; with coverage of Excess/Umbrella Liability of not less than one million (\$1,000,000). The policies described herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance and issued by insurers licensed in the State of New Hampshire. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Tenant no less than ten (10) days prior written notice of cancellation or modification of the policy. The Landlord shall deposit with the Tenant certificates of insurance for all insurance required under this Agreement, (or for any Extension or Amendment thereof) which shall be attached and are incorporated herein by reference. During the Term of the Agreement the Landlord shall furnish the Tenant with certificate(s) of renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the policies.
- 15.1 **Workers Compensation Insurance:** To the extent the Landlord is subject to the requirements of NH RSA chapter 281-A, Landlord shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Landlord shall furnish the Tenant proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The Tenant shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for the Landlord, or any subcontractor of the Landlord, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.
16. **Indemnification:** Landlord will save Tenant harmless and will defend and indemnify Tenant from and against any losses suffered by the Tenant, and from and against any and all claims, liabilities or penalties asserted by, or on behalf of, any person, firm, corporation, or public authority:
- 16.1 **Acts or Omissions of Landlord:** On account of, or based upon, any injury to a person or loss or damage to property, sustained or occurring, or which is claimed to have been sustained or to have occurred on or about the Premises, on account of or based upon the act, omission, fault, negligence or misconduct of the Landlord, its agents, servants, contractors, or employees.
- 16.2 **Landlord's Failure to Perform Obligations:** On account of or resulting from, the failure of the Landlord to perform and discharge any of its covenants and obligations under this Lease and, in respect to the foregoing from and against all costs, expenses (including reasonable attorney's fees) and liabilities incurred in, or in connection with, any such claim, or any action or proceeding brought thereon; and in the case of any action or proceeding being brought against the Tenant by reason of any such claim, the Landlord, upon notice from Tenant shall at Landlord's expense resist or defend such action or proceeding.
- 16.3 **Tenant's Acts or Omissions Excepted:** Notwithstanding the foregoing, nothing contained in this section shall be construed to require the Landlord to indemnify the Tenant for any loss or damage resulting from the acts or omissions of the Tenant's servants or employees. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State.

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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 observance of or performance of, any other of the Tenant's covenants, agreements, or obligations hereunder and such default is not corrected within thirty (30) days of written notice by the Landlord to the Tenant specifying such default and requiring it to be remedied then: The Landlord may serve ten (10) days written notice of cancellation of this Lease upon the Tenant, and upon the expiration of such ten days, this Lease and the Term hereunder shall terminate. Upon such termination the Landlord may immediately or any time thereafter, without demand or notice, enter into or upon the Premises (or any part thereon) and repossess the same.

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

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

Landlord Initials: _____

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19. **Surrender of the Premises:** In the event that the Term, or any extension thereof, shall have expired or terminated, the Tenant shall peacefully quit and deliver up the Premises to the Landlord in as good order and condition, reasonable wear, tear, and obsolescence and unavoidable casualties excepted, as they are in at the beginning of the term of this lease, and shall surrender all improvements, alterations, or additions made by the Tenant which cannot be removed without causing damage to the Premises. The Tenant shall remove all of its' personal property surrendering the Premises to the Landlord in broom clean condition.

20. **Hazardous Substances:**

20.1 **Disclosure:** The Landlord warrants that to their knowledge and belief, the Premises are free of present or potential contamination which may impact the health or safety of the occupants; examples include but are not limited to: hazardous substances such as asbestos, lead and/or mold.

20.2 **Maintenance/Activity Compliance:** In the event hazardous materials are present, the Landlord further warrants that all custodial, maintenance or other activities on the Premises will be conducted in compliance with applicable statutes, regulations and/or accepted protocols regarding the handling of said materials.

20.3 **Action to Remove/Remediate:** The Landlord shall promptly take all actions that may be necessary to assess, remove, and/or remediate Hazardous Substances that are on, or in the Premises or the building to which the Premises is a part. Said action shall be to the full extent required by laws, rules, accepted industry standard protocols and/or other restrictions or requirements of governmental authorities relating to the environment, indoor air quality, or any Hazardous Substance. Notwithstanding the foregoing, the provisions of 20.5 herein regarding Asbestos shall prevail.

20.4 **Non-Permitted Use, Generation, Storage or Disposal:** The Tenant shall not cause or permit Hazardous Substances to be used, generated, stored or disposed of in the Premises or the building to which it is a part. The Tenant may, however, use minimal quantities of cleaning fluid and office or household supplies that may constitute Hazardous Substances, but that are customarily present in and about premises used for the Permitted Use.

20.5 **Asbestos:**

- A) No later than thirty (30) days after the inception of the term herein, the Landlord shall provide the Tenant with the results of an asbestos inspection survey of the Premises and any common areas of the building which may affect the Tenant occupants or its clients. The inspection shall identify all accessible asbestos in these areas of the building and shall be performed by a person certified in accordance with State law and satisfactory to the Tenant. The results of the inspection shall be made a part of the Agreement herein.
- B) In the event that asbestos containing material are identified which are in the status of "significantly damaged" or "damaged" (as described in "40 CFR 763") these materials shall be abated in a manner satisfactory to the Tenant, including provision of acceptable air monitoring using Phase Contrast Microscopy.
- C) In the event that asbestos containing materials are identified, but which are not damaged, the Landlord shall install an operations and maintenance program satisfactory to the Tenant which is designed to periodically re-inspect asbestos containing materials and to take corrective action as specified in 20.5 (b) above when appropriate. Results of such re-inspections and all air quality monitoring shall be provided to the Tenant within 14 (fourteen) days of completion.

20.6 **Material Safety Data Sheets (MSDS)**

- A) The Landlord shall submit MSDS for any and all materials, including cleaning products, introduced to the Premises to the Tenant prior to use. This will enable the Tenant to review submittals for possible adverse health risks associated with the products.
- B) At time of occupancy by the Tenant, the Landlord shall provide the Tenant with MSDS for all products incorporated into the Work. This submittal shall be provided in duplicate form presented in three ring binders, categorized in Construction Standards Institute (CSI) format.

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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: Ronald Murro

Title: Manager

Address: 84 Edencroft Road, Littleton, NH 03561 Phone (603) 616-8911

Email Address: echoledge@roadrunner.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: lsmith@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: [Signature]

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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: 

Date: 6/5/14

IN WITNESS WHEREOF; the parties hereto have set their hands as of the day and year first written above.

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

Authorized by: (full name and title) _____

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

LANDLORD: (full name of corporation, LLC or individual) Peak Three Associates, LLC

Authorized by: (full name and title) _____

Ronald Murro
Ronald Murro, Member

Andrew Smith
Andrew Smith, Member

Jere Peabody
Jere Peabody, Member

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

OF: New Hampshire COUNTY OF: Sherburne

UPON THIS DATE (insert full date) 6-5-14, appeared before

me (print full name of notary) A. J. Keane the undersigned officers personally

appeared (insert Landlord's signatures) Ronald Murro, Jere Peabody, Andrew Smith
who acknowledged themselves to be (print officer's title, and the name of the corporation) Ronald Murro, Andrew Smith, Jere Peabody, Partners of Peak Three Associates, LLC and that as such

Officers, they are authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing themselves in the name of the corporation.

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

A. J. Keane

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: 6/11/14

Approving Attorney: M. K. Brown

Approved by the Governor and Executive Council:

Approval date: _____

Signature of the Deputy Secretary of State: _____

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Date: 6/5/14

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 13,275 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	10/1/2014 – 9/30/2015	\$18.52	\$20,487.75	\$245,853.00	
Year 2	10/1/2015 – 9/30/2016	\$18.80	\$20,797.50	\$249,570.00	1.5%
Year 3	10/1/2016 – 9/30/2017	\$19.08	\$21,107.25	\$253,287.00	1.5%
Year 4	10/1/2017 – 9/30/2018	\$19.37	\$21,428.06	\$257,136.75	1.5%
Year 5	10/1/2018 – 9/30/2019	\$19.66	\$21,748.88	\$260,986.50	1.5%
Year 6	10/1/2019 – 9/30/2020	\$19.95	\$22,069.69	\$264,836.25	1.5%
Year 7	10/1/2020 – 9/30/2021	\$20.25	\$22,401.56	\$268,818.75	1.5%
Year 8	10/1/2021 – 9/30/2022	\$20.55	\$22,733.44	\$272,801.25	1.5%
Year 9	10/1/2022 – 9/30/2023	\$20.86	\$23,076.38	\$276,916.50	1.5%
Year 10	10/1/2023 – 9/30/2024	\$21.18	\$23,430.38	<u>\$281,164.50</u>	1.5%
Total ten-year term				\$2,631,370.50	

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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.

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

<i>State Fiscal Year</i>	<i>Month</i>	<i>Square Footage</i>	<i>Square Foot Rate</i>	<i>Monthly Payment</i>	<i>Yearly Total</i>	<i>Fiscal Year Total</i>
2015	10/1/2014	13,275	\$ 18.52	\$ 20,487.75		
	11/1/2014	13,275	\$ 18.52	\$ 20,487.75		
	12/1/2014	13,275	\$ 18.52	\$ 20,487.75		
	1/1/2015	13,275	\$ 18.52	\$ 20,487.75		
	2/1/2015	13,275	\$ 18.52	\$ 20,487.75		
	3/1/2015	13,275	\$ 18.52	\$ 20,487.75		
	4/1/2015	13,275	\$ 18.52	\$ 20,487.75		
	5/1/2015	13,275	\$ 18.52	\$ 20,487.75		
2016	6/1/2015	13,275	\$ 18.52	\$ 20,487.75		\$ 184,389.75
	7/1/2015	13,275	\$ 18.52	\$ 20,487.75		
	8/1/2015	13,275	\$ 18.52	\$ 20,487.75		
	9/1/2015	13,275	\$ 18.52	\$ 20,487.75	\$ 245,853.00	
	10/1/2015	13,275	\$ 18.80	\$ 20,797.50		
	11/1/2015	13,275	\$ 18.80	\$ 20,797.50		
	12/1/2015	13,275	\$ 18.80	\$ 20,797.50		
	1/1/2016	13,275	\$ 18.80	\$ 20,797.50		
	2/1/2016	13,275	\$ 18.80	\$ 20,797.50		
	3/1/2016	13,275	\$ 18.80	\$ 20,797.50		
	4/1/2016	13,275	\$ 18.80	\$ 20,797.50		
	5/1/2016	13,275	\$ 18.80	\$ 20,797.50		
	6/1/2016	13,275	\$ 18.80	\$ 20,797.50		\$ 248,640.75
	7/1/2016	13,275	\$ 18.80	\$ 20,797.50		
	8/1/2016	13,275	\$ 18.80	\$ 20,797.50		
	9/1/2016	13,275	\$ 18.80	\$ 20,797.50	\$ 249,570.00	
	10/1/2016	13,275	\$ 19.08	\$ 21,107.25		
2017	11/1/2016	13,275	\$ 19.08	\$ 21,107.25		
	12/1/2016	13,275	\$ 19.08	\$ 21,107.25		
	1/1/2017	13,275	\$ 19.08	\$ 21,107.25		
	2/1/2017	13,275	\$ 19.08	\$ 21,107.25		
	3/1/2017	13,275	\$ 19.08	\$ 21,107.25		
	4/1/2017	13,275	\$ 19.08	\$ 21,107.25		
	5/1/2017	13,275	\$ 19.08	\$ 21,107.25		
	6/1/2017	13,275	\$ 19.08	\$ 21,107.25		\$ 252,357.75
	7/1/2017	13,275	\$ 19.08	\$ 21,107.25		
	8/1/2017	13,275	\$ 19.08	\$ 21,107.25		
	9/1/2017	13,275	\$ 19.08	\$ 21,107.25	\$ 253,287.00	
	10/1/2017	13,275	\$ 19.37	\$ 21,428.06		
	11/1/2017	13,275	\$ 19.37	\$ 21,428.06		
	12/1/2017	13,275	\$ 19.37	\$ 21,428.06		
	1/1/2018	13,275	\$ 19.37	\$ 21,428.06		
	2/1/2018	13,275	\$ 19.37	\$ 21,428.06		
2018	3/1/2018	13,275	\$ 19.37	\$ 21,428.06		
	4/1/2018	13,275	\$ 19.37	\$ 21,428.06		
	5/1/2018	13,275	\$ 19.37	\$ 21,428.06		
	6/1/2018	13,275	\$ 19.37	\$ 21,428.06		\$ 256,174.31
	7/1/2018	13,275	\$ 19.37	\$ 21,428.06		
	8/1/2018	13,275	\$ 19.37	\$ 21,428.06		
2019						

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	9/1/2018	13,275	\$	19.37	\$	21,428.06	\$ 257,136.75
	10/1/2018	13,275	\$	19.66	\$	21,748.88	
	11/1/2018	13,275	\$	19.66	\$	21,748.88	
	12/1/2018	13,275	\$	19.66	\$	21,748.88	
	1/1/2019	13,275	\$	19.66	\$	21,748.88	
	2/1/2019	13,275	\$	19.66	\$	21,748.88	
	3/1/2019	13,275	\$	19.66	\$	21,748.88	
	4/1/2019	13,275	\$	19.66	\$	21,748.88	
	5/1/2019	13,275	\$	19.66	\$	21,748.88	
	6/1/2019	13,275	\$	19.66	\$	21,748.88	\$ 260,024.06
2020	7/1/2019	13,275	\$	19.66	\$	21,748.88	
	8/1/2019	13,275	\$	19.66	\$	21,748.88	
	9/1/2019	13,275	\$	19.66	\$	21,748.88	\$ 260,986.50
	10/1/2019	13,275	\$	19.95	\$	22,069.69	
	11/1/2019	13,275	\$	19.95	\$	22,069.69	
	12/1/2019	13,275	\$	19.95	\$	22,069.69	
	1/1/2020	13,275	\$	19.95	\$	22,069.69	
	2/1/2020	13,275	\$	19.95	\$	22,069.69	
	3/1/2020	13,275	\$	19.95	\$	22,069.69	
	4/1/2020	13,275	\$	19.95	\$	22,069.69	
	5/1/2020	13,275	\$	19.95	\$	22,069.69	
	6/1/2020	13,275	\$	19.95	\$	22,069.69	\$ 263,873.81
2021	7/1/2020	13,275	\$	19.95	\$	22,069.69	
	8/1/2020	13,275	\$	19.95	\$	22,069.69	
	9/1/2020	13,275	\$	19.95	\$	22,069.69	\$ 264,836.25
	10/1/2020	13,275	\$	20.25	\$	22,401.56	
	11/1/2020	13,275	\$	20.25	\$	22,401.56	
	12/1/2020	13,275	\$	20.25	\$	22,401.56	
	1/1/2021	13,275	\$	20.25	\$	22,401.56	
	2/1/2021	13,275	\$	20.25	\$	22,401.56	
	3/1/2021	13,275	\$	20.25	\$	22,401.56	
	4/1/2021	13,275	\$	20.25	\$	22,401.56	
	5/1/2021	13,275	\$	20.25	\$	22,401.56	
	6/1/2021	13,275	\$	20.25	\$	22,401.56	\$ 267,823.13
2022	7/1/2021	13,275	\$	20.25	\$	22,401.56	
	8/1/2021	13,275	\$	20.25	\$	22,401.56	
	9/1/2021	13,275	\$	20.25	\$	22,401.56	\$ 268,818.75
	10/1/2021	13,275	\$	20.55	\$	22,733.44	
	11/1/2021	13,275	\$	20.55	\$	22,733.44	
	12/1/2021	13,275	\$	20.55	\$	22,733.44	
	1/1/2022	13,275	\$	20.55	\$	22,733.44	
	2/1/2022	13,275	\$	20.55	\$	22,733.44	
	3/1/2022	13,275	\$	20.55	\$	22,733.44	
	4/1/2022	13,275	\$	20.55	\$	22,733.44	
	5/1/2022	13,275	\$	20.55	\$	22,733.44	
	6/1/2022	13,275	\$	20.55	\$	22,733.44	\$ 271,805.63
2023	7/1/2022	13,275	\$	20.55	\$	22,733.44	
	8/1/2022	13,275	\$	20.55	\$	22,733.44	
	9/1/2022	13,275	\$	20.55	\$	22,733.44	\$ 272,801.25
	10/1/2022	13,275	\$	20.86	\$	23,076.38	
	11/1/2022	13,275	\$	20.86	\$	23,076.38	
	12/1/2022	13,275	\$	20.86	\$	23,076.38	
	1/1/2023	13,275	\$	20.86	\$	23,076.38	

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	2/1/2023	13,275	\$	20.86	\$	23,076.38	
	3/1/2023	13,275	\$	20.86	\$	23,076.38	
	4/1/2023	13,275	\$	20.86	\$	23,076.38	
	5/1/2023	13,275	\$	20.86	\$	23,076.38	
	6/1/2023	13,275	\$	20.86	\$	23,076.38	<u>\$ 275,887.69</u>
2024	7/1/2023	13,275	\$	20.86	\$	23,076.38	
	8/1/2023	13,275	\$	20.86	\$	23,076.38	
	9/1/2023	13,275	\$	20.86	\$	23,076.38	<u>\$ 276,916.50</u>
	10/1/2023	13,275	\$	21.18	\$	23,430.38	
	11/1/2023	13,275	\$	21.18	\$	23,430.38	
	12/1/2023	13,275	\$	21.18	\$	23,430.38	
	1/1/2024	13,275	\$	21.18	\$	23,430.38	
	2/1/2024	13,275	\$	21.18	\$	23,430.38	
	3/1/2024	13,275	\$	21.18	\$	23,430.38	
	4/1/2024	13,275	\$	21.18	\$	23,430.38	
	5/1/2024	13,275	\$	21.18	\$	23,430.38	
	6/1/2024	13,275	\$	21.18	\$	23,430.38	<u>\$ 280,102.50</u>
2025	7/1/2024	13,275	\$	21.18	\$	23,430.38	
	8/1/2024	13,275	\$	21.18	\$	23,430.38	
	9/1/2024	13,275	\$	21.18	\$	23,430.38	<u>\$ 281,164.50</u> <u>\$ 70,291.13</u>
Total Rent						\$2,631,370.50	\$ 2,631,370.50

Landlord Initials: WDB 6/15/14
Date: 6/15/14

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.

Landlord Initials: MS 6/5/14
Date: MS-6-5-14

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.

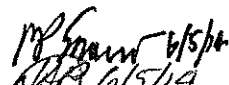
- b. Bonnet Cleaning: Thoroughly vacuum all carpeted areas to remove all surface particles prior to performance of cleaning. Mist/spray cleaning product onto carpet, utilize bonnet (rotary buffer with absorbent pads) carpet cleaner machine to remove soil particles and change cleaning pads once they become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


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

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

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

1-07. LANDLORD QUALIFICATIONS:

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

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

1-09. INSPECTION:

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

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

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

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

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

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

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E. Damp 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 B 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.*

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.

Assistive Listening System: 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.

In addition to the foregoing, Landlord shall provide the following (also referenced in the Tenant Design-Build Specifications):

Push Plate Activated Automated Doors: Automated ADA conforming exterior door to be provided and installed at Tenant's Public Entrance. Landlord's provision to include the following:

- **Door Opener:** Provide and install ANSI/BHMA A156.10 and code compliant swing door operator activated by pushbutton switches at Public Entrance of the Premises. Switches are required for both the ingress and egress operations (see Tenant Design-Build Site Plan for location). 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
- 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.
- Interior strike for accessible doors shall be mounted no higher than 48 inches above the finished floor.
- Exterior strike "push plates" plates for the accessible door passages shall be installed in the location noted on the attached Tenant Design-Build Site Plan, mounted 48" (measured on-center) above the ground. Field verify location with

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Tenant prior to commencing work. The strike plates shall be clearly marked with the universal symbol of accessibility (wheelchair), blue background with white symbol.

- 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. Provide and install all required electrical Conduit and connectivity necessary for fully operational doors.

Renovations required at existing Parking Lot, Public Entrance and Employee Entrance:

- Relocate existing public entrance parking spaces to provide new wheelchair accessible parking spaces and an access aisle at the Public Entry side of building; provide at least two (2) barrier-free parking spaces (including 1 van accessible space) directly adjacent to the building, and two (2) at the designated Employee Entrance (including 1 van accessible space) with locations and layout as shown in the attached drawing titled Tenant Design-Build Site Plan.
- Redirect traffic lane and pattern as needed to accommodate new parking layout
- Remove all conflicting/obsolete lines or symbols painted on the parking lot surface by either painting over lines with black paint or skim-coating the affected areas.
- Provide new painted lines and symbols on parking lot surface indicating revised layout as shown on Tenant Design-Build Site Plan. All access aisles to have yellow diagonal striping.
- Repair all chipped, cracked or uneven surfaces within the barrier-free access parking areas, path of travel, public entry.
- Provide and install fully code conforming new exterior signs at each parking space and access aisle as shown on Tenant Design-Build Site Plan. All new signs shall be installed directly on-center to the parking space or aisle designated, with the bottomed edge of each sign at least 60" above the pavement.

Four (4) new parking signs shall be provided and installed with placement as shown on Tenant Design-Build Site Plan:

- Two (2) signs with the universal symbol of accessibility (wheelchair) with "VAN ACCESSIBLE" text below
- Two (2) signs with the universal symbol of accessibility (wheelchair) with "RESERVED" text below.

Public Entrance curb cut, walkway, and door:

- Provide and install new push-plate activated automated door opener at Public Entry as shown on Tenant Design-Build Site Plan as specified in Tenant Design-Build Specifications section 8.5.
- Renovate existing curb ramp to provide a code conforming walkway running slope, not steeper than 1:12 (8.3%) from the entrance landing to the parking lot.

RESTROOMS: The existing rest rooms shall be modified as follows to provide conformance with current and prevailing codes:

Single occupancy "Unisex Rest Room" located in the "common area" for use by the public; renovate as follows:

- There are audible/strobe fire alarms in the building, therefore a visual (Strobe) alarm is also required in the Unisex Restroom, provide and install.
- Lower toilet paper holder to 15" to 48" above floor mounted 7 – 9 inches forward of edge of the toilet bowl.
- The pipes below the sink shall be insulated.
- Paper Towel Dispensers shall be replaced with one operable with the closed fist of one hand. The "Tork" hand sensor roll towel dispenser and Georgia Pacific

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"enMotion" automated touch less towel dispenser are preferred. Install with uppermost portion of operable part no more than 48" above the floor.

- Relocate soap dispenser to right side of sink, install with uppermost portion of operable parts no more than 48" above the floor.
- Remove old/obsolete tri-fold paper towel dispenser, relocate existing feminine products dispenser to the former location; install with uppermost portion of operable parts no more than 48" above the floor.

Existing multi-stall Staff Rest Rooms (both Men's and Women's) located adjacent to staff lounge; renovate as follows:

- Provide and install supplement door pull handles (operable with single hand and preferably by a closed fist) on both sides of each stall door.
- Provide supplemental (or relocate existing) coat hooks installed at 48" high on the inside surface of the wheelchair accessible stall doors.
- The pipes below each sink shall be insulated
- Paper Towel Dispensers shall be replaced with one operable with the closed fist of one hand. The "Tork" hand sensor roll towel dispenser and Georgia Pacific "enMotion" automated touches towel dispenser are preferred; install with uppermost portion of operable parts no more than 48" above the floor.

Women's Restroom Only:

- The women's room toilet shall be altered (replaced) to provide a flush lever located on the approach side of the toilet. Note: provision of an automated flush device is an acceptable alternative.
- Lavatory sink needs to be replaced with a fixture that has a standard depth size (not elongated) similar to the adjacent existing fixture, the depth of this replacement fixture must provide a clearance from the outer edge to the adjacent door frame of at least 12 inches, which is the minimum required "push clearance" at doors.

LOBBY AREA: Provide and install a heavy-duty rubber mat which shall be no more than 1/2" high with a beveled edge placed directly beneath the drinking fountain located adjacent to the public rest room. This mat will provide a "touch on cane" detectable means of warning of the fountain's greater than 4" protrusion into the path of pedestrian travel.

KITCHEN AREA: The counter in the staff lounge kitchen area shall be modified as follows:

- The portion of counter that supports the sink shall be lowered to provide code conforming wheelchair accessibility. The portion of counter that supports the sink shall be modified (cut out and re-attached) to provide the sink at 34" high above the floor. The cabinets below the sink shall be removed and the "apron" modified (if required) to provide a clear knee space of at least 27" clear.

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.*

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After the completion of renovations, but prior to Tenant's occupancy, the Landlord (at Landlord's sole expense) shall be responsible for hiring technicians (who meet "Environmental Services" criteria of professional accreditation) to perform the State of New Hampshire "Clean Air" tests as set forth in "Environmental Services" Administrative Rules Chapter Env - A2200. In accordance with these rules the landlord shall submit notarized air testing results within five (5) days of receipt of the results to the "State of New Hampshire, Department of Environmental Services, "Indoor Air Quality Program", Hazen Drive, P.O. Box 95, Concord, NH 03302-0095 for their review and certification of compliance. After reviewing the testing results "Environmental Services" will either issue a "certificate of compliance" to the Landlord, or send a letter delineating the deficiencies. The Landlord shall consult with "Environmental Services" and the testing lab that performed the initial test to gain their recommendation of how to remedy any deficiencies. The Landlord shall (at their sole expense) proceed to remedy the air quality deficiencies through repair and/or renovations to the premises. Any and all required repairs or renovations shall be completed within a reasonable time frame, which shall in no instance exceed four (4) months after the deficiency was revealed in the testing results. After the completion of all repairs to the air handling systems, the Landlord shall have the premises re-tested for compliance, again submitting the testing results to Environmental Services for their review and recommendations or issuance of their "Certificate of Compliance". The Landlord shall be obligated to comply with the forgoing protocol until such time a "Certificate of Compliance" for the Premises is issued by Environmental Services.

Part III Improvements, Renovations or New Construction ("work"): In the 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

Landlord Initials: WJD

Date: 6/5/14

products for which markets are available. The following products shall be included: mixed paper, including boxboard, corrugated cardboard, shredded paper and containers (plastic, tin, cans, bottles and glass).

2. The Tenant shall place all items intended for recycling in collection bins, which shall be provided and properly labeled by the Tenant. These bins shall be provided in no less than four (4) locations throughout the Premises. The Provider shall remove the items intended for recycling from the Tenant's collection bins, bag and document the recycling, and conveying and depositing it at a recycling center.
3. The Provider shall document the volume and estimated average weight of items collected for recycling in the following manner:
 - a. Once (one time) per week the Provider shall gather waste products for recycling from the Premises, these items shall be properly sorted and deposited into garbage bags;
 - b. Upon inception of services the Provider shall weigh "sample" bags of each sorted commodity and document the approximate average weight of full or partially full bags per each commodity.
 - c. Upon each collection the Provider shall document via notation ("tick marks on a 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.

1861 6/5/14
WDD 6/5/14
Landlord Initials: AS 6-5-14
Date: _____

**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:

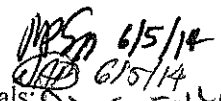
SPECIAL PROVISIONS OF THE LEASE:

- A. 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.
- B. 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 11 "Quiet Enjoyment" is deleted replaced by the following:

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 three days in advance, to occur during a mutually agreeable time frame, and to be negotiated in good faith by both parties. Landlord's daily facility maintenance staff must sign in and check in with Tenant's Facility Coordinator or designee thereof when entering the facility. 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.


Landlord Initials: SS 6-5-14
Date: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/06/2014

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 Hunkins & Eaton Agency, Inc. 93 Main Street Littleton NH 03561 INSURED Peak Three Associates 84 Edencroft Rd. Littleton NH 03561	CONTACT NAME: PHONE (A/C, No, Ext): 603-444-3975 FAX (A/C, No): 603-444-1131 E-MAIL ADDRESS: <table style="width: 100%;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A: Peerless Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Peerless Insurance Company		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Peerless Insurance Company															
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** **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 SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			BOP1535193	09/04/2013	09/04/2014	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>					MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 4,000,000
	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG \$ 4,000,000
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					PROPERTY DAMAGE (Per accident) \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					\$
	DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						AGGREGATE \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N		N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder is listed as an additional insured with regard to the building and premises located at 80 North Littleton Rd, Littleton, NH

CERTIFICATE HOLDER State of NH Dept of Health & Human Services 129 Pleasant St 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 <TD>
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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

May 20, 2014

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

Requested Action

CONDITIONAL RECOMMENDATION REGARDING LEASE RENEWAL APPROVAL

Lessee: Department of Health and Human Services, Littleton District Office
Location: 80 North Littleton Road - Ground Floor, Littleton, NH 03561
Lessor: Peak Three Associates, LLC, 84 Edencroft Road, Littleton, NH 03561
Term: October 1, 2014 - September 30, 2024 with NO extensions

The Architectural Barrier Free-Design Committee (AB Committee) respectfully recommends that the subject **LEASE RENEWAL** for approximately 13,275 square feet of space be approved, with the following conditions.

1. Any and all alterations specific to the accessibility of the existing facility will comply 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.
2. In order to provide accessibility, all renovations, new construction and alterations shall be provided as described in Exhibit C of the lease renewal agreement, including:
 - a. Tenant shall provide an Abfd 300 compliant "Assistive Listening System" in the client conference room of the Premises within thirty (30) days of the commencement of the rental term.
 - b. No later than October 1, 2014, the Landlord shall:
 - i. Provide ANSI/BHMA A156.10 and Abfd 300 compliant power door opener activated by push plate switches at Public Entrance of the Premises.
 - ii. Relocate existing public entrance parking spaces to provide two (2) new wheelchair accessible parking spaces with a shared access aisle and appropriate signage at the Public Entry side of building in compliance with Abfd 300.
 - iii. Provide two (2) new wheelchair accessible parking spaces with a shared access aisle and appropriate signage at the Employee Entrance.
 - iv. Provide a new curb ramp at the sidewalk from the relocated accessible parking spaces to the Public Entrance in accordance with Abfd 300.
 - v. Provide an Abfd 300 code compliant accessible path of travel with running slope not steeper than 1:20 (5%) from the accessible parking space to the new curb ramp.

- vi. Renovate the existing unisex toilet room located in the "Common Area" as follows:
 - 1. Provide and install a visual (strobe) alarm, in accordance with Saf-C 6000.
 - 2. Relocate the toilet paper dispenser so that it is mounted 15 inches to 48 inches above the floor and either 12 inches above or 1½ inches below the existing grab bar and 7 – 9 inches forward of edge of the toilet bowl, in accordance with Abfd 300.
 - 3. Insulate the pipes underneath the lavatory, in accordance with Abfd 300.
 - 4. Replace the paper towel dispenser with one that is operable by a single hand, without pinching or twisting of the wrist, and with the uppermost portion of operable parts located 15 inches to 48 inches above the floor, in accordance with Abfd 300.
 - 5. Relocate the soap dispenser to right side of the lavatory, with the uppermost portion of operable parts 15 inches to 48 inches above the floor, in accordance with Abfd 300.
 - 6. Relocate the existing feminine products dispenser to the former location; install with uppermost portion of operable parts no more than 48" above the floor, in accordance with Abfd 300.
 - 7. Fully engage the tilt mechanism of the existing mirror.
- vii. Men's and Women's Multi-Stall Toilet Rooms
 - 1. Provide and install supplement door pull handles operable with single hand on both sides of the accessible stall door, in accordance with Abfd 300.
 - 2. Provide supplemental (or relocate existing) coat hooks, mounted 15 inches to 48 inches above the floor on the inside surface of the accessible stall doors, in accordance with Abfd 300.
 - 3. Insulate the pipes underneath each lavatory, in accordance with Abfd 300.
 - 4. Replace the paper towel dispenser with one that is operable by a single hand, without pinching or twisting of the wrist, and with the uppermost portion of operable parts located 15 inches to 48 inches above the floor, in accordance with Abfd 300.
 - 5. Fully engage the tilt mechanism of the existing mirrors.
- viii. Women's Multi-Stall Toilet Room
 - 1. For the water closet, provide a flush lever located on the open side of the toilet room, not in the corner as it exists now, in accordance with Abfd 300. Note: provision of an automated flush device is an acceptable alternative.
 - 2. The existing elongated lavatory blocks access to the toilet room door. Replace the existing lavatory with a fixture that has a shorter (standard) depth similar to the adjacent existing fixture. The depth of this replacement fixture must provide a clearance from the outer edge to the adjacent door frame of at least 12 inches, which is the minimum required "push clearance" at doors, in accordance with Abfd 300.
- ix. Provide a new, accessible intake transaction window, in accordance with Abfd 300 and the Design-Build specifications.
- x. The drinking fountain protrudes more than 4 inches into the path of travel. Provide a heavy-duty rubber mat that is no more than ½-inch in height with a beveled edge; install directly beneath the drinking fountain located adjacent to the public toilet room.

- xi. Kitchen: The portion of counter that supports the sink shall be relocated and lowered to provide code compliant wheelchair access. The portion of counter that supports the sink shall be modified (cut out and re-attached) so that the top of the counter and the top of the sink are no more than 34 inches above the floor with sufficient clear floor space provided, centered on the sink, in accordance with Abfd 300.

This conditional recommendation is based upon the documents submitted by the Bureau of Planning and Management to the Governor's Commission on Disability that were received by the AB Committee on May 20, 2014, and is also based on the assurances of the agency's ADA Coordinator. A more detailed letter of recommendation citing specific requirements of Abfd 300 will be provided within 30 days of the date of this letter. The AB Committee currently does not have staff to provide correspondence and survey state leased properties. However, as a safeguard for the state against ADA litigation, and to assure access for the state's people with disabilities, the AB Committee will make arrangements to have a survey of this facility provided.

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 with conditional approval by the Committee on Architectural Barrier-Free Design,



David Gleason, Chair
Committee on Architectural Barrier-Free Design

cc: Mary Belec, Administrator, Bureau of Planning and Management

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 PEAK THREE ASSOCIATES, LLC. is a New Hampshire limited liability company formed on September 25, 2001. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 27th day of February, A.D. 2014

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

We, Ronald Murro JERE PEABODY Andrew Smith
do hereby certify that we are members of the company know as Peak Three Associates, LLC.

We hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that we have full authority to bind Peak Three Associates, LLC and that no corporate resolution, shareholder vote or other document or action is necessary to grant us such authority.

Signed: Ronald Murro Date: 6/5/14

Signed: Jere Peabody Date: 6/5/14

Signed: Andrew Smith Date: 6-5-14

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

OF: New Hampshire COUNTY OF: Drafton

UPON THIS DATE (insert full date) 6-5-14

appeared before me (print full name of notary) R. Jay Moore the

undersigned Members personally appeared (insert Members signatures) Ronald Murro

Jere Peabody Andrew Smith who acknowledged themselves
to be Members of Peak Three Associates, LLC, and that as such Members, authorized to

do so, executed the foregoing instrument for the purposes therein contained, by signing
themselves as Members.

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

Seal) R. Jay Moore EXPIRE 10-16-2018

STATE OF NEW HAMPSHIRE PROPOSAL AFFIDAVIT FORM

Date: MARCH 17, 2014

Company Name:

PEAK THREE ASSOCIATES LLC

Address:

84 Edmonst Rd, Littleton NH 03561

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 RONALD MURRO

Authorized Signor's Signature Ronald Murro

Authorized Signor's Title Manager

NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: Grafton STATE: NH ZIP: 03561

On the 17 day of March, 2014, personally appeared before me, the above named Ronald Murro, in his/her capacity as authorized representative of Peak Three 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.

Cecilia Smith
(Notary Public/Justice of the Peace)

My commission expires: CHRISARA ANNE SMITH (Date)

Notary Public - New Hampshire
My Commission Expires January 13, 2015

March 17, 2014

Search Results

Current Search Terms: Peak* Three* associates* LLC*

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

No records found for current search.

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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 Leasehold Premises at: 80 North Littleton Road
Littleton, New Hampshire

1. INTRODUCTION:

Certain renovations, improvements and alterations (the Work) shall be provided as specified herein to the leasehold space located at **80 North Littleton Road, Littleton, NH (the Premises)** by **"Peak Three Associates, LLC" (the Landlord)** on behalf of the **"State of New Hampshire, Department of Health and Human Services" (the Tenant)** prior commencement of the lease "Occupancy Term". The scope of Work shall be as described in the Lease Agreement, the design-build specifications herein, and in the attached design-build drawings. 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 the finished space to the Tenant in "turn key" condition.

1.1. Design Intent: Landlord to provide the interior layout and improvements as shown in the attached design-build floor plan titled:

- **Tenant Design-Build Plan** 80 North Littleton Road, Littleton, NH
And schematic parking lot improvements as shown in the attach plan titled:
- **Tenant Design-Build Site Plan** 80 North Littleton Road, Littleton, NH
And
- **Tenant Demise Plan** 80 North Littleton Road, Littleton, NH

1.2. Completion of Build-Out: The date for substantial completion shall be as set forth in the Lease Agreement (October 1, 2014). All improvements shall be provided in accordance with the specifications and drawings herein, and the terms and conditions of the Lease Agreement.

2. GENERAL PROVISIONS:

2.1. **Swing Space:** The Landlord shall be responsible to provide temporary operations Swing Space for Tenant's Staff to facilitate continued productive occupancy while renovations are under way, this shall be done in Phases to be less disruptive to Tenant. Swing Space to provide telephone, data and electrical to accommodate daily operations of Tenant. Tenant will disconnect all PCs and associated equipment and reconnect as necessary to and from swing and final destination. Landlord responsible for moving Tenant's Staff and all associated furniture and equipment. Move to include relocating Tenant's Staff from existing space to Swing Space while renovations are in process and from Swing Space to newly renovated space once completed. Tenant to pack all belongings in containers supplied by Landlord. Tenant responsible for moving any personal belongings.

2.2. **Existing Columns:** It is imperative that Landlord confirms the column spacing on the Tenant's attached drawings.

2.3. **Basic Definitions:**

2.3.1. **"Landlord"** shall mean the contractual Landlord and/or their authorized designees.

2.3.2. **"Tenant"** shall mean the State of New Hampshire – Department of Health and Human Services.

- 2.3.3. **"Build-out Documents"** consists of the Lease, Tenant Design-Build Plan, Tenant Design-Build Site Plan and Tenant Demise Plan and any supplemental drawing, the Specifications herein, and other documents listed in the Lease, and any modifications issued after execution of the Lease.
- 2.3.4. **"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.
- 2.3.5. **"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.
- 2.3.6. **"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.
- 2.3.7. **"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 construction documents. It shall be the Landlord's responsibility to provide (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/or 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.

5. GENERAL CONDITIONS:

- 5.1. **Specifications** - minimum requirements: The specifications herein represent 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, they shall have 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 (ICC/ANSI A117.1-1198 citations), the NH State Building Code (IBC 2009, ICC/ANSI-2003, and NFPA 101 citations) and the Americans with Disabilities Act Standards for Accessible Design (ADAAG citations). Design and installation criteria having to do with such conformance is referred to herein as being "ADA" (Americans with Disability Act) conforming. The costs of said permits and testing shall be borne solely by the Landlord.
- 5.2.1. Landlord must provide the Tenant with all applicable certificates and inspections prior to occupancy, including but not limited to: Building Permit, and Certificate of Occupancy.
- 5.2.2. 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.
- 5.2.3. 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 and approved by the Landlord for conformance to these Design-Build specifications prior to submitting them to the 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. By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Landlord represents that they have determined and verified materials, field measurements and field construction criteria related to the submittal,

or will do so, and have 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 a three ring binder, 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 results 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 renovation 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. 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 and any applicable requirements of the State of New Hampshire Energy Code.

7. DEMOLITION OF EXISTING: The Landlord shall be responsible for any and all demolition work, inclusive of removal of all materials and lawful disposal or recycling.

7.1. Surface Mounted Acoustical Wall Panels:

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

7.1.2. 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).

7.1.3. Units shall have solid wood internal frame.

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

7.1.5. Finish shall be a textured cover fabric similar to or "jute" with 100% jute preferred if such covering conforms to applicable fire ratings. Provide units that are available in a range of colors, provide the Tenant with full color selection range for their use/selection.

7.2. **Bullet Resistant Transaction Windows:** Provide and install as specified in "Specialty Areas/Reception" herein. Provide UL Listed Level 3 bullet resistant transaction window

with stainless steel frames, which have a protection level equal to or greater than the glazing.

- 7.3. **Push Plate Activated Automated Doors:** One automated ADA conforming exterior door to be provided and installed as shown in the Tenant Design-Build Site Plan at the Tenant's Public Entrance. See "Doors, Door Assemblies and Hardware" herein for further details.

8. DOORS, DOOR ASSEMBLIES AND HARDWARE:

- 8.1. Remove/Relocate Existing Interior Doors: locations and scope as shown in Tenant Design-Build Plan.
- 8.2. Provide and install Electric Strike mechanisms at certain existing doors in the locations shown in Tenant Design Build Plan. Relocation and reuse of existing doors, frames and electric strikes which are in good repair and scheduled for demolition/removal (see plan) is acceptable
- 8.2.1. **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.
- 8.2.2. 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).
- 8.2.3. 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).
- 8.2.4. 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.
- 8.3. Modify Interior Door Frames to facilitate use of new electric strikes latch sets, locations are as shown on Tenant Design-Build Plan.
- 8.4. **Door Types:** Reuse of existing interior and exterior doors is planned, however, if any existing doors should become damaged, replace with new doors conforming to the following:
- 8.4.1. All interior and exterior doors shall be 3'-0" X 7'-0".
- 8.4.2. Interior Doors: Hollow metal door and frame with standard hardware.
- 8.4.3. Exterior doors: Hollow metal doors @ 18 gauge; full flush styrene core insulated doors at all exterior doors.
- 8.5. **Push Plate Activated Automated Doors:** Automated ADA conforming exterior door to be provided and installed at Tenant's Public Entrance. Landlord's provision to include the following:
- 8.5.1. **Door Opener:** Provide and install ANSI/BHMA A156.10 and code compliant swing door operator activated by pushbutton switches at Public Entrance of the Premises. Switches are required for both the ingress and egress operations (see Tenant Design-Build Site Plan for location). 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

- 8.5.2. 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.
- 8.5.3. Interior strike for accessible doors shall be mounted no higher than 48 inches above the finished floor.
- 8.5.4. Exterior strike "push plates" plates for the accessible door passages shall be installed in the location noted on the attached interior renovation plan, mounted 48" (measured on-center) above the ground. Field verify installation location with Tenant prior to commencing work. The strike plates shall be clearly marked with the universal symbol of accessibility (wheelchair), blue background with white symbol.
- 8.5.5. 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.
- 8.5.6. Provide and install all required electrical Conduit and connectivity necessary for fully operational doors.
- 8.6. **Door Frames:** reuse of existing anticipated, however, if any are in poor repair or require replacement due to new electric strike latch sets, provide as follows:
 - 8.6.1. Interior Doors w/ Electric Strikes: Welded metal frame @ 16 gauge
- 8.7. **Door Hardware:** Any new hardware to match existing in both finish and style. Recommended manufacturer: Corbin/Russwin or Schlage-series D (heavy duty commercial grade 1):
 - 8.7.1. Exterior and Security Door Hardware: Reuse of all existing is anticipated, however if any becomes damaged it shall be replaced with new that conforms with the following:
 - 8.7.1.1. Keyed cylindrical lever locksets for heavy duty commercial use, rated for commercial grade 1 application
 - 8.7.2. Interior Door Hardware: existing shall remain unless otherwise noted. Shall be either passage latchsets or keyed cylindrical lever locksets for standard commercial use, rated for commercial grade 2 application.

9. GYPSUM WALLBOARD-STANDARDS AND TYPES:

- 9.1. **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.
 - 9.1.1. Metal Studs @ Receptionist Wall: 20 gauge (min.)
 - 9.1.2. Minimum Stud standard at all other full height walls: 2" X 4" wood or 3 5/8" metal studs @ 25 gauge.
 - 9.1.3. Minimum Stud standard at Partial/Low height walls: 2" X 4" wood or 3 5/8" metal studs @ 16 gauge.
 - 9.1.4. 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.
 - 9.1.5. 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.

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9.2. **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:

9.2.1. **Existing Walls scheduled to remain:** In accordance with attached Tenant Improvement plan most existing walls are scheduled to remain, in the instance of such walls being at variance with applicable "Type" specification described below if the existing structure is scheduled for work it shall be modified as required to reasonably conform to these specifications. If no work is scheduled, then no change is required.

9.2.1.1. Full Wall Framing:

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

9.2.1.1.2. 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.

9.2.2. **Type 1 – Typical:** Scope of use: "typical" interior Gypsum Wallboard Partition unless otherwise noted:

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

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

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

9.2.3. **Type 2 – Sloped Wall in Client Lobby only:** Same construction specifications as "type 1" above however height shall start at 48" above the floor and continuously slope upward along its length to a height of 68" above the floor. Lower height shall be towards the open area of the room while higher portion shall be adjacent to wall.

9.2.4. **Type 3: High Performance Sound Control Partitions,** scope of use: Use at surrounds for "Maternal Care" room.

9.2.4.1. All gypsum board partitions shall be full height and extend from floor to underside of bottom stringers of the trusses supporting the roof (unless otherwise noted). Extend partition framing full height to bottom stringers of the trusses 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.

9.2.4.2. 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.

- 9.2.4.3. 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.
- 9.2.5. **Type 4 Partitions:** NOT USED
- 9.2.6. **Type 5 Bullet Resistant Partitions:** scope of use: Provide at all walls between Reception area and Waiting area.
- 9.2.6.1. All gypsum board partitions shall be full height and extend from floor to underside of bottom stringers of the trusses supporting the roof (unless otherwise noted). Extend partition framing full height to bottom stringers of the trusses 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.
- 9.2.6.2. 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.
- 9.2.6.3. 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.

10. 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.

- 10.1. **Carpet:** Unless otherwise noted, all flooring shall be modular carpet tile. The Tenant's preference is the modular carpet tile specified below.
- 10.2. **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.
- 10.3. **Recycled materials content:** All carpet submittals shall contain a 25% minimum recycled content and/or is 100% recyclable.
- 10.4. **Samples:** Shop Drawings, Product Data, MSDS, Samples and similar submittals shall be required.
- 10.5. **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*.
- 10.6. **Installation:** All installation methods and materials must follow the manufactures guidelines.
- 10.7. **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:

Landlords' Initials:

Date: 6-5-14

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,

- 10.8. **Vinyl Composition Tile (VCT) standard and "safety" finish:** Area of use; supply and install in all rest rooms, janitorial closets, file rooms, storage rooms, the public entrance lobby and maternal care room, and the DHHS staff lounge. Data/Com room shall be stripped and waxed, however, no new VCT required.
- 10.8.1. 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.
- 10.8.2. 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.
- 10.8.3. Preferred Manufacturer: Armstrong Provide products complying with FS-T-312B (1), Type IV, Comp 1.
- 10.8.3.1. Size: 12" X 12",
- 10.8.3.2. Nominal Thickness: 1/8 inch
- 10.8.3.3. 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.
- 10.8.4. **Vinyl Cove Base:** 4" high vinyl, standard toe cove type. Manufacturer: Johnsonite or Mercer.
- 10.8.4.1. Areas of use: supply and install with all flooring in all areas.
- 10.8.5. **Vinyl Termination Strips:** To match vinyl cove base materials. Manufacturer: Johnsonite or Mercer.

- 10.8.5.1. 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.
- 10.8.6. **"Walk Off" mat carpet tile (WMT):**
 - 10.8.6.1. 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.
 - 10.8.6.2. 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:
 - 10.8.6.3. Recommended Manufacturer: Mats, Inc. or other manufacturers of quality commercial carpet that meet or exceed all of the specifications listed below.
 - 10.8.6.4. 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.
- 10.8.7. **PAINTING:**
 - 10.8.7.1. 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.
 - 10.8.7.2. 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.
 - 10.8.7.3. Finish at Walls: Paint shall be (scrubbable) interior eggshell latex unless otherwise noted (see "restrooms and staff lounge below).
 - 10.8.7.4. Finish at Doors, Frames and Casings: Paint shall be semi-gloss (scrubbable) acrylic latex.
 - 10.8.7.5. Restrooms and Staff Lounge: Wall paint shall be semi-gloss (scrubbable) interior latex.

11. 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.

- 11.1. Comply with AWI Section 400 for countertops.
- 11.2. 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.
- 11.3. Laminates: Manufacturer: *Wilsonart and/or Formica*.
- 11.4. Color/Textures of all millwork finishes to be selected by Tenant. Provide laminate samples for color, pattern selection.
- 11.5. Counter Tops: custom grade, square edge, high-pressure laminate (standard matte finish).
- 11.6. 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.
- 11.7. **Millwork at Reception Area:** Layout to be as shown on plan, to include the following:
 - 11.7.1. Work Counter: Install approximately 18 – 20 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 30" from finished floor. Contractor shall also field coordinate and install blocking for mouse and keyboard installations (by others).

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

11.7.2. 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.

11.7.2.1.1. Provide one (1) - 48"w x 42"h sliding transaction window with 2" thick shelf.

11.7.2.1.1.1. 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.

11.7.2.1.1.2. The transaction shelf should be installed at a height of 34" from the finished floor. Tenant wishes to field verify installation prior to the installation of drywall.

11.7.2.1.2. Acceptable manufacturer's representative of the type and quality required: Insulgard SV and/or Armortex.

11.8. **Millwork at Public Lobby and Client Waiting Area:** Layout to be as shown on Tenant Design-Build Plan, to include the following:

11.8.1. Transaction Counter: Remove existing counter and install approximately 3 lineal feet of custom grade, high pressure (25" depth) laminate countertop with matching, field applied 4" backsplash. Counter shall be secured directly to wall(s). Mounting height shall be 32" from finished floor to match existing counter mounted at 41" from finished floor.

11.9. **Millwork at Interview Room:** Provide new work counter conforming to the following at Interview Room #6 only.

11.9.1. 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 30" from finished floor,

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

11.9.2.1. 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.

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

11.9.2.3. See also "Specialty Areas/Interview Rooms"

12. **SIGNAGE:** Any required new or replacement interior or exterior signage shall be provided by Landlord, per the Tenant's specifications. Existing signage that conforms to tenant specifications and is in good repair shall remain.

12.1. New signs shall include "Maternal Care Room" and "Fair Hearings Room", with finishes and style matching existing interior signs.

13. ELECTRICAL:

- 13.1. **Electrical Finishes:** All switch plates and outlet covers shall be white in color unless otherwise requested by the Tenant.
- 13.2. **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.

14. LIGHTING: Note: Relocate or supplement at Maternal Care Room as needed.

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 solely at the Landlords expense and responsibility.

17. FIRE ALARM SYSTEM:

- 17.1. The costs of any changes, modifications or additional to the existing fire alarm system shall be solely at the Landlords expense and responsibility.
- 17.2. 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. PERIMETER INTERIOR BASE-BOARD HEAT: Provide and install new perimeter interior base-board heating units in five (5) rooms in locations shown on "Interior Improvements Plan"

19. PARKING, ENTRANCES AND SITE: Minimum of 58 parking spaces total must continue to 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. Renovations required at existing Parking Lot, Pubic Entrance and Employee Entrance:
- 19.1.1. Relocate existing public entrance parking spaces to provide new wheelchair accessible parking spaces and an access aisle at the Public Entry side of building; provide at least two (2) barrier-free parking spaces (including 1 van accessible space) directly adjacent to the building, and two (2) at the designated Employee Entrance (including 1 van accessible space) with locations and layout as shown in the attached drawing titled "DHHS Littleton District Office: Parking & Entrance Diagram".
- 19.1.2. Redirect traffic lane and pattern as needed to accommodate new parking layout
- 19.1.3. Remove all conflicting/obsolete lines or symbols painted on the parking lot surface by either painting over lines with black paint or skim-coating the affected areas.
- 19.1.4. Provide new painted lines and symbols on parking lot surface indicating revised layout as shown. All access aisles aisle to have yellow diagonal striping.

10/5/14
6/5/14
AS 6-5-14

19.1.5. Repair all chipped, cracked or uneven surfaces within the barrier-free access parking areas, path of travel, public entry.

19.1.6. Provide and install fully code conforming new exterior signs at each parking space and access aisle as shown on attached plan. All new signs shall be installed directly on-center to the parking space or aisle designated, with the bottomed edge of each sign at least 60" above the pavement.

19.1.6.1. Four (4) new parking signs shall be provided and installed, with placement as shown on plan:

19.1.6.1.1. Two (2) signs with the universal symbol of accessibility (wheelchair) with "VAN ACCESSIBLE" text below

19.1.6.1.2. Two (2) signs with the universal symbol of accessibility (wheelchair) with "RESERVED" text below.

19.2. Public Entrance curb cut, walkway, and door:

19.2.1. Provide and install new push-plate activated automated door opener at Public Entry, as shown in attached plan and as specified in sections 6.4 and 7.5 herein.

19.2.2. Renovate existing curb ramp to provide a code conforming walkway running slope, not steeper than 1:20 (5.0%) from the entrance landing to the parking lot. See Accessible Parking Plan for detail.

20. SPECIALTY AREAS:

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

20.1.1. Work Counter: See "Millwork/Reception Area" for specifications, millwork requirements in this area are detailed, and include provision of bullet resistant windows and walls.

20.1.2. Type 5 walls (bullet resistant) at surrounds.

20.1.3. Electrical and tele/com— Provide a minimum of two data jacks and one dedicated circuit with one quad outlet per workspace.

20.1.4. Sound Control Panels: Provide a minimum quantity of twelve (12) surface mounted acoustical panels conforming to the specifications in "Standard and Specialties" herein.

20.1.5. Bullet Resistant Transaction Windows: See "Millwork/Reception Area" for specifications.

20.2. RESTROOMS: The existing rest rooms shall be modified as follows to provide conformance with current and prevailing codes.

20.2.1. Single occupancy "Unisex Rest Room" located in the "common area" for use by the public; renovate as follows:

20.2.1.1. There are audible/strobe fire alarms in the building, therefore a visual (Strobe) alarm is also required in the Unisex Restroom, provide and install.

20.2.1.2. Lower toilet paper holder to 15" to 48" above floor mounted 7 – 9 inches forward of edge of the toilet bowl.

20.2.1.3. The pipes below the sink shall be insulated.

20.2.1.4. Paper Towel Dispensers shall be replaced with one operable with the closed fist of one hand. The "Tork" hand sensor roll towel dispenser and Georgia Pacific "enMotion" automated touch less towel dispenser are preferred. Install with uppermost portion of operable part no more than 48" above the floor.

20.2.1.5. Relocated soap dispenser to right side of sink, install with uppermost portion of operable parts no more than 48" above the floor.

- 20.2.1.6. Remove old/obsolete tri-fold paper towel dispenser, relocate existing feminine products dispenser to the former location; install with uppermost portion of operable parts no more than 48" above the floor.
- 20.2.2. Existing multi-stall Staff Rest Rooms (both Men's and Women's) located adjacent to staff lounge; renovate as follows:
- 20.2.2.1. Provide and install supplement door pull handles (operable with single hand and preferably by a closed fist) on both sides of each stall door.
- 20.2.2.2. Provide supplemental (or relocate existing) coat hooks installed at 48" high on the inside surface of the wheelchair accessible stall doors.
- 20.2.2.3. The pipes below each sink shall be insulated
- 20.2.2.4. Paper Towel Dispensers shall be replaced with one operable with the closed fist of one hand. The "Tork" hand sensor roll towel dispenser and Georgia Pacific "enMotion" automated touches towel dispenser are preferred; install with uppermost portion of operable parts no more than 48" above the floor.
- 20.2.3. Women's Restroom Only:
- 20.2.3.1. The women's room toilet shall be altered (replaced) to provide a flush lever located on the approach side of the toilet. Note: provision of an automated flush device is an acceptable alternative.
- 20.2.3.2. Lavatory sink needs to be replaced with a fixture that has a standard depth size (not elongated) similar to the adjacent existing fixture, the depth of this replacement fixture must provide a clearance from the outer edge to the adjacent door frame of at least 12 inches, which is the minimum required "push clearance" at doors.
- 20.3. **LOBBY AREA:** Provide and install a heavy-duty rubber mat which shall be no more than 1/2" high with a beveled edge placed directly beneath the drinking fountain located adjacent to the public rest room. This mat will provide a "touch on cane" detectable means of warning of the fountain's greater than 4" protrusion into the path of pedestrian travel.
- 20.4. **KITCHEN AREA:** The counter in the staff lounge kitchen area shall be modified as follows:
- 20.4.1. The portion of counter that supports the sink shall be lowered to provide code conforming wheelchair accessibility. The portion of counter that supports the sink shall be modified (cut out and re-attached) to provide the sink at 34" high above the floor. The cabinets below the sink shall be removed and the "apron" modified (if required) to provide a clear knee space of at least 27" clear.
- 20.4.2. The Pipes below the sink shall be insulated.

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) Sh R Rocher for
Signature

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

LANDLORD: (full name of corporation, LLC or individual) Peak Three Associates, LLC

Authorized by: (full name and title) Ronald Murro
Ronald Murro, Member
Andrew Smith
Andrew Smith, Member
Jere Peabody
Jere Peabody, Member

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

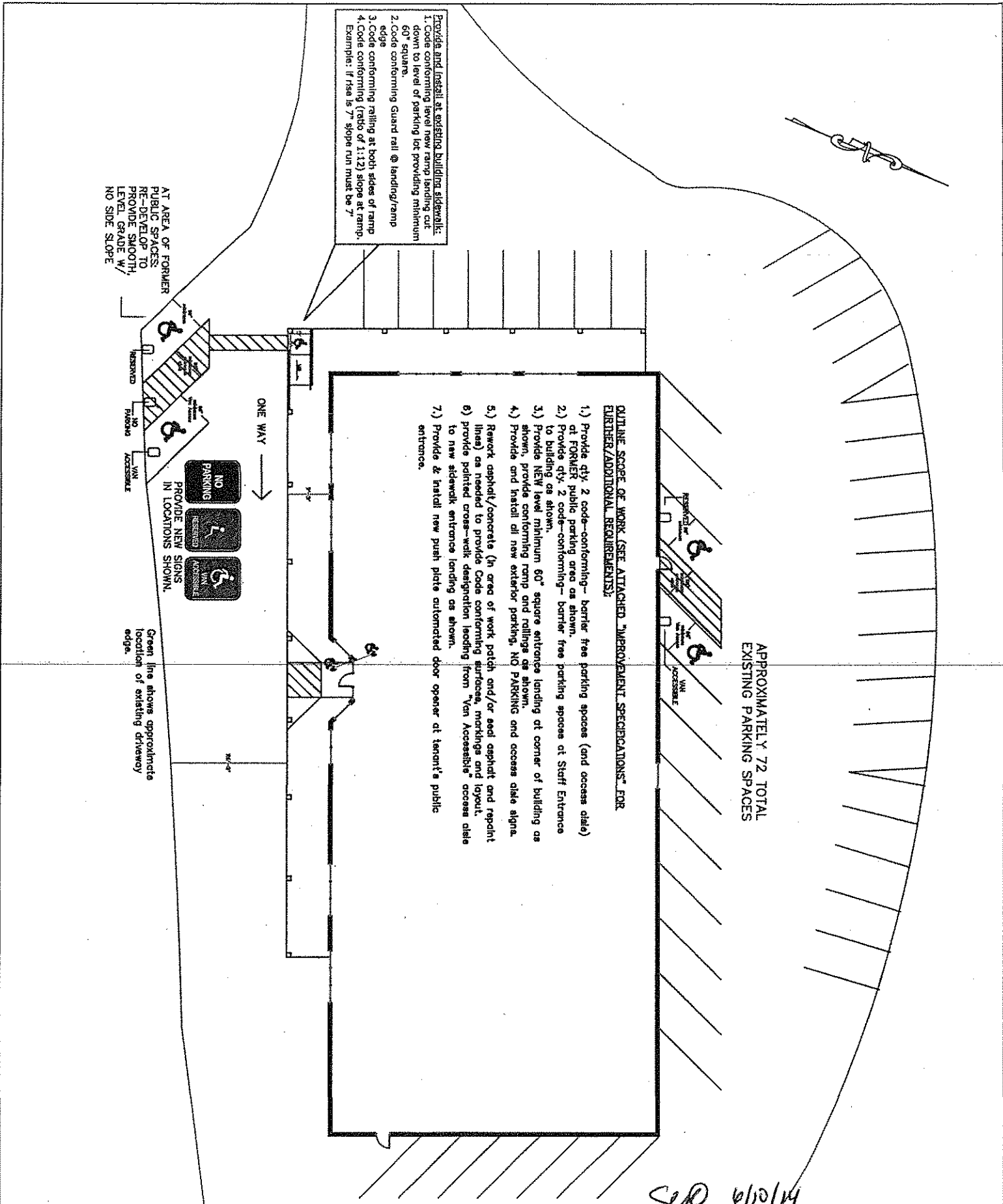
OF: New Hampshire COUNTY OF: Drafton

UPON THIS DATE (insert full date), 6-5-14, appeared
before me (print full name of notary) S. J. Mosher the
undersigned officers personally appeared:

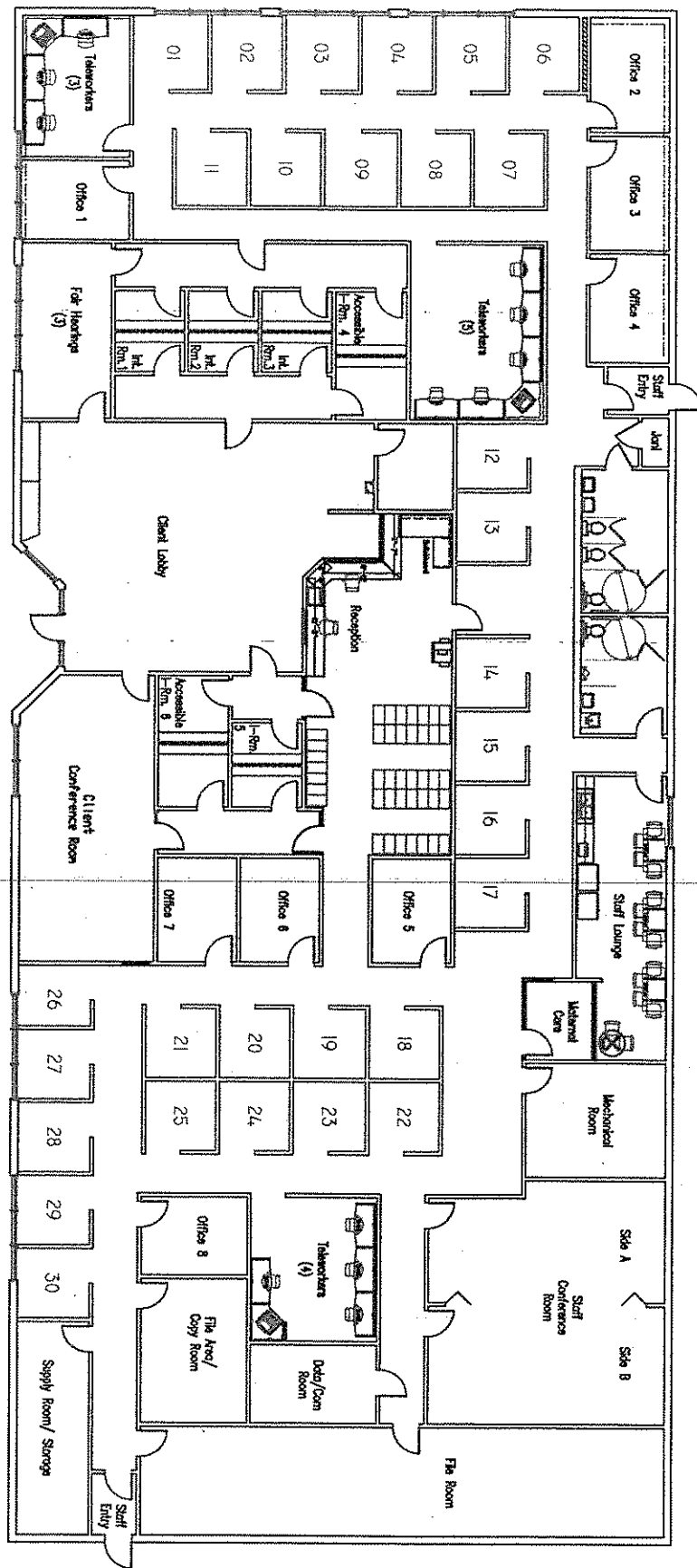
(insert Landlord's signatures) Ronald Murro, Jere Peabody, Andrew Smith
who acknowledged themselves to be (print officer's titles, and the name of the corporation
Ronald Murro, Andrew Smith, Jere Peabody, Members Peak Tree Associates, LLC and that as such
Officers, they are authorized to do so, executed the foregoing instrument for the purposes therein
contained, by signing themselves in the name of the corporation.


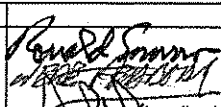

In witness whereof I hereunto set my hand and official seal. (provide notary signature and seal)

S. J. Mosher




	TENANT DESIGN-BUILD SITE PLAN		DRAWN BY:		APPROVED BY:	
	REVISION DATE	5-13-14	SCALE	NTS	 (Landlord Signature)	
Littleton District Office/ DHHS		LEVEL:	L1	FILE PATH:		6/5/14 6/5/14 6:54 PM (date)
80 North Littleton Road, Littleton, NH 03561				T:\Administration\FSO\Facilities\0_Autocad Files\1_DHHS-District Offices\DO Littleton\RFP 2014_Select\Tenant Design-Build Site Plan 5-2-14.dwg		 (Tenant Signature)



	TENANT DEMISE PLAN		DRAWN BY:		APPROVED BY:	
	REVISION DATE: 5-2-14	SCALE: NTS	The State of New Hampshire Department of Administrative Services Bureau of Planning and Management		 (Landlord Signature)	
Littleton District Office/ DHHS	LEVEL: L1	FILE PATH:		 (Tenant Signature)		8/5/14 8/5/14 6-5-14 (date)
80 North Littleton Road, Littleton, NH 03561		T:\Administration\FSO\Facilities\00_Autocad Files\1_DHHS-District Office\DO Littleton\RFP 2014_Select\Littleton Tenant-Design-Build Plans 5-2-14.dwg		6/10/14 (date)		

(2461-3)

STATE OF NEW HAMPSHIRE INTER-DEPARTMENT COMMUNICATION

FROM: Charles R. Schmidt, PE
Administrator 
DATE: June 10, 2014
AT: Dept. of Transportation
Bureau of Right-of-Way

SUBJECT: Sale of State Owned Land in Wentworth
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 sell a parcel of State owned land totaling 3.31 +/- acres of land located on the easterly side of NH Route 25 in the Town of Wentworth by a sealed bid process to the abutters with a minimum bid price of \$17,100.00 which includes a \$1,100.00 Administrative Fee, subject to the conditions as specified in this request.

EXPLANATION

The Department of Transportation has received a request from the abutter concerning the opportunity to purchase a parcel of State owned land located near the easterly side of NH Route 25 in the Town of Wentworth.

The requested area, consisting of approximately 3.31 +/- acres in total, was purchased by the Department in 1957 and was a portion of the old Boston and Maine Corridor. This Corridor was purchased by the Department to be potentially incorporated into the Right-of-Way for the construction of NH Route 25 through this area.

A condition of this sale is that no access will be allowed to NH Route 25 from this parcel.

This request has been reviewed by this Department and it has been determined that the requested area is surplus to its operational needs and interest.

The Department also reviewed this request with the New Hampshire Department of Resources and Development (DRED) trail division and it has been determined surplus to their trail needs as well.

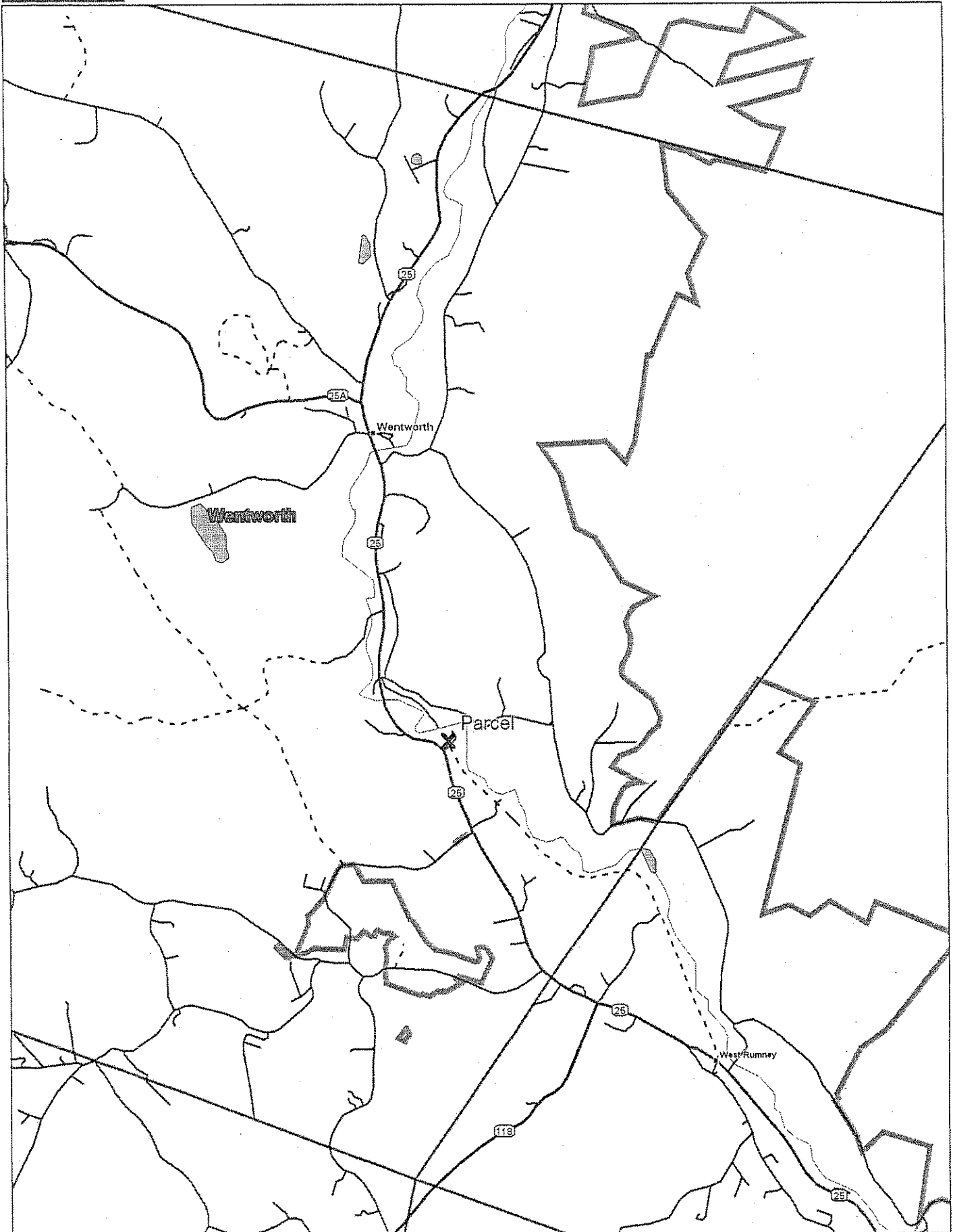
An appraiser from the Department completed an opinion of value for the subject property to determine its contributory value to an abutting property owner. The appraiser used three sales in Wentworth and Warren as comparables. Based upon the analysis and adjustments of those sales, it was felt that a reasonable contributory value for the subject as of September 19, 2013 is \$16,000.00.

Whereas this parcel does not have direct access to NH Route 25 and the highest and best use of the subject is to an abutter, the Department proposes to offer the sale of this parcel to the abutters by a sealed bid process with a minimum bid price of \$17,100.00, which includes an Administrative Fee of \$1,100.00.

Prior to the property being advertised for sale by a sealed bid process, the Department proposes to offer this parcel to the NH Housing Finance Authority and the Town of Wentworth as part of the sale process.

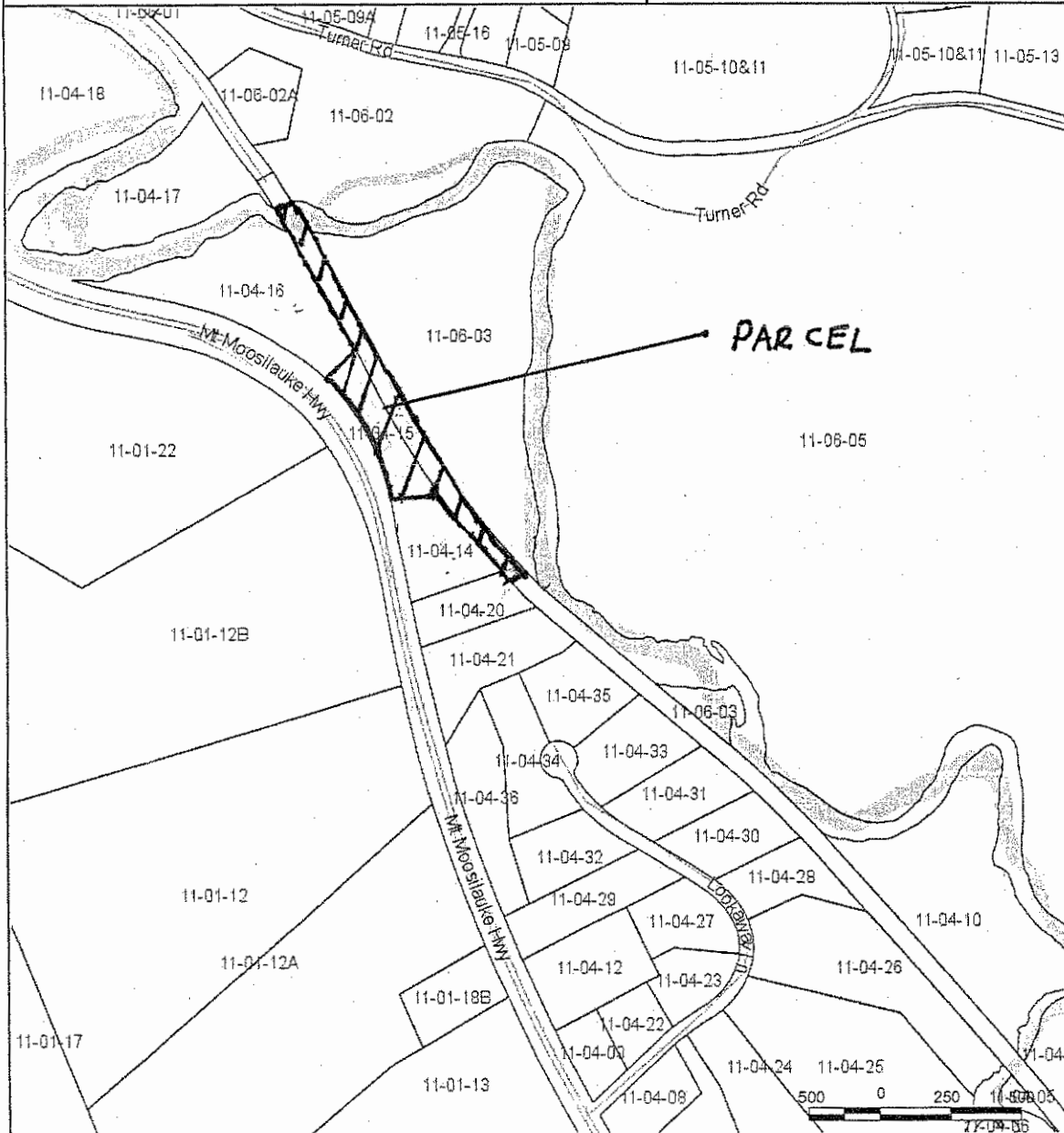
Authorization is requested to sell the subject parcel as outlined above.

CRS/PJM/dd
Attachments



STATE OF NEW HAMPSHIRE
DEPARTMENT OF REVENUE ADMINISTRATION

Mosaic Parcel Map



This map was compiled using data believed to be accurate; however, a degree of error is inherent in all maps. This map was distributed "AS-IS" without warranties of any kind, either expressed or implied, including but not limited to warranties of suitability to a particular purpose or use. No attempt has been made in either the design or production of the maps to define the limits or jurisdiction of any federal, state, or local government. Detailed on-the-ground surveys and historical analyses of sites may differ from the maps.

- Summary Appraisal Report -

**Contributory Value of the Fee Simple Interest
of two parcels totaling 3.31 acres consisting of a
former ancillary railroad parcel and a former portion
of the Boston and Maine Railroad corridor**

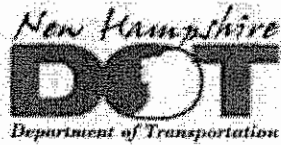
**Off of NH Route 25
Wentworth, NH**

**Owned by:
State of New Hampshire (NH Department of Transportation)**

Effective Date: September 19, 2013

**Prepared for:
Phillip Miles
Chief of Property Management
Bureau of Right-of-Way
NH Department of Transportation
7 Hazen Drive, P.O. BOX 483
Concord, NH 03302**

**Prepared By:
Jessie C. Tichko, NHCG #662
Staff Appraiser
Bureau of Right-of-Way
NH Department of Transportation
7 Hazen Drive, P.O. BOX 483
Concord, NH 03302**



STATE OF NEW HAMPSHIRE



Letter of Transmittal

From: Jessie C. Tichko
Staff Appraiser NHCG #662

Date: September 20, 2013
At: NH Department of Transportation
Bureau of Right-of-Way

Subject: Summary Appraisal

Assignment: Contributory Value of the Fee Simple Interest of two parcels totaling 3.31 acres, a former ancillary railroad parcel and a former portion of the former Boston and Maine railroad corridor

Location: Off of NH Route 25, Wentworth, NH

Owner: State of New Hampshire (NH DOT)

To: Phillip Miles, Chief of Property Management

Thru: George LeMay, NHCG #38 Appraiser Supervisor
Bureau of Right-of-Way

This memo constitutes a contributory value of the fee simple interest of two parcels. The two parcels are 1.03 acres of a former ancillary railroad parcel and 2.28 acres of the former Boston and Maine railroad corridor totaling 3.31 acres. The two parcels are located on the east side of NH Route 25 in Wentworth, NH. The effective date of value is September 19, 2013, the last date of my on-site inspection.

The abutter, Granetta Morse, (Tax Map 11-6-3) is interested in acquiring 3.31 acres from the State of NH as a buffer area. The valuation method employed will be to estimate the market value of the abutting 15.9 acre lot ("As is") as unimproved and the market value of the 15.9 acre, as unimproved, assembled with the 3.31 acres ("Proposed"). Comparable lot sales will be analyzed in order to estimate the site value contribution only. This appraisal assumes that the abutting 15.9 acre parcel is vacant residential land and is an existing, legal lot with legal access. By applying this methodology, the difference between the "As is" and "Proposed" Valuations will estimate the contributory value of the 3.31 acres.

On basis of my inspection, investigation, study, and analysis, I am of the opinion that the fee simple unencumbered market value of the subject property in the "As is" Valuation as of September 19, 2013, is \$80,000.

On basis of my inspection, investigation, study, and analysis, I am of the opinion that the fee simple unencumbered market value of the subject property in the "Proposed" Valuation as of September 19, 2013 is \$96,000.

It is concluded that the value estimate of the two parcels totaling 3.31 acres is equal to the difference between the reconciled "As is" and "Proposed" Valuations as of September 19, 2013 is \$16,000.

Respectfully,

Jessie C. Tichko
Appraiser NHCG #662

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**Appraisal Certifications
Standards of Professional Appraisal Practice &
Additional State and Federal Certifications**

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

- ♦ 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 with respect to the parties involved;
- ♦ I have performed no services, as an appraiser or in any other capacity regarding the subject property within the three-year period immediately preceding acceptance of this assignment;
- ♦ I have no bias with respect to any 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;
- ♦ neither my compensation nor my employment is contingent upon the reporting of a predetermined value or direction in value that favors the cause of my employer, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event;
- ♦ I will not directly or indirectly benefit from the acquisition of such property appraised;
- ♦ my analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP), the Uniform Appraisal Standards for Federal Land Acquisitions, and the appropriate State laws, regulations, policies, and procedures applicable to appraisal of right of way for these purposes;
- ♦ I have personally made an inspection of the property that is the subject of this report and the comparable sales relied upon for this appraisal;
- ♦ that the subject and the comparable sales were as represented by the photographs in this report.
- ♦ no one provided significant professional assistance to me in the preparation of this report;
- ♦ no portion of the value assigned to the property appraised consists of items which are noncompensable under the established law of the State of New Hampshire;
- ♦ I have not revealed the findings and results of this appraisal to anyone other than the proper officials of the Department of Transportation of the State of New Hampshire or officials of the Federal Highway Administration and I will not do so until so authorized by State officials, or until I am either required to do so by due process of law or until I am released of this obligation by having publicly testified as to such findings.

September 20, 2013
Date

Jessie C. Pickles
Appraiser

Summary of Salient Facts and Conclusions

Identification of The abutting Parcel: 328 Mt. Moosilauke Highway, Wentworth, NH

Owner of Record: Granetta K. Morse

Last Date of Inspection: September 19, 2013

Tax Map and Lot Number: 11-6

Effective Date of the Appraisal: September 19, 2013, the last date of inspection
(I met with Ms. Morse on site on August 6, 2013 and inspected the property)

Land Area Only

"As is": 15.90 acres

"Proposed": 15.90 acres + 3.31 acres = 19.21 acres

Highest and Best Use

"As is" Valuation:

Site Only: 15.90 acres of residential development land

"Proposed" Valuation:

Site Only: 19.21 acres of residential development land (15.90 acres + 3.31 acres State owned)

INDICATED VALUE BY:

	"As is"	Proposed"	The contributory value of the fee simple interest of 3.31 acres
Reconciled Market Value Estimate: as of September 19, 2013	\$80,000	\$96,000	\$16,000

Underlying Assumptions and Limiting Conditions

Underlying Assumptions

- all maps, plans, and photographs used are reliable and correct.
- the Parcel area given to me has been properly calculated;
- broker and assessor information is reliable and correct;
- there are no encumbrances or mortgages other than those reported in the abstracts;
- information from all sources is reliable and correct unless otherwise stated;
- all personal property is excluded;
- all non-compensable items are excluded.

Limiting Conditions

I have relied upon the legal interpretations of others and have assumed their decisions are correct and valid. I have also relied upon the abstracts of title and other legal information available and take no responsibility for their correctness.

- Sketches 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.
- There are no hidden or unapparent conditions on the property, in the subsoil (including hazardous waste or ground water contamination), or within any of the structures that would render the property more or less valuable. I assume no responsibility for any of these conditions or the engineering that may be required to discover or correct them. If any contamination is found on the subject, this report becomes null and void.
- This appraisal is made based on NH Department of Transportation Right-of-Way plans and additional NHDOT information and Wentworth Tax Maps. Any changes, additions, discrepancies, and / or revisions to any of the information provided to me subsequent to the date of this appraisal, may require an updated or new appraisal report.
- 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 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 assumptions and limiting conditions.

Purpose and Function of the Appraisal Report

The purpose of this appraisal is to estimate the contributory value of the fee simple interest of two parcels totaling 3.31 acres. The two State owned parcels involved consist of 1.03 acre former ancillary railroad parcel and 2.28 acre former Boston and Maine railroad corridor as of September 19, 2013, the last date of my on-site inspection. The abutter is interested in purchasing the two parcels for additional buffer from NH Routes 25/118 and her neighbors.

The function of the appraisal is to assist the NH Department of Transportation in providing a contributory value estimate for the sale of the 3.31 acres to the interested abutter.

Intended Use, Intended Users and Client

The intended use of this appraisal is to provide information to the New Hampshire Department of Transportation to assist in its negotiations for the contributory value estimate of the 3.31 acres, currently owned by the NHDOT.

The intended users are officials, employees, and agents of the NH Department of Transportation.

The client is the New Hampshire Department of Transportation.

Scope of the Appraisal

The scope of the appraisal is the process of collecting, verifying, and reporting data. The collection process begins with researching information on the subject property. Information concerning the neighborhood and market area was collected.

My investigations and research included an exterior inspection and photographs of the 15.9 acre parcel located at 328 Moosilauke Highway and the State owned 3.31 acres in Wentworth, NH. I have relied on and examined town and county property records including assessment data and taxes, zoning regulations, access, review of the available plans, conclusion of the site's highest and best use based on legal, physical, and neighborhood land use characteristics, compilation of comparable land sales data, verification and analysis of the data, and preparation of this summary appraisal report. I have compiled, verified, and analyzed comparable residential land sales. This summary appraisal report is prepared to convey my findings, summarize the market data, analyze the data, and estimate the requested values. Finally, I prepared this Summary Report in compliance with USPAP #2-2(b) governing summary reports.

Definition of Values

There are two types of values used in this report. They are contributory value or the "value sought" and market value-which is used as an intermediary value.

The term Contributory Value, as provided by the client, is defined as:

The contributory value of a property is the incremental increase in market value expected to occur for another property as a consequence of assembling the subject property to it.

The term "Market Value" is referenced in Section A-9 of the Uniform Appraisal Standards for Federal Land Acquisitions, 2000 Edition, and defined as:

Market value is the amount in cash, or on terms reasonably equivalent to cash, for which in all probability the property would have sold on the effective date of the appraisal, after a reasonable exposure time on the open competitive market, from a willing and reasonably knowledgeable seller to

a willing and reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration to all available economic uses of the property at the time of the appraisal.

Property Rights Appraised

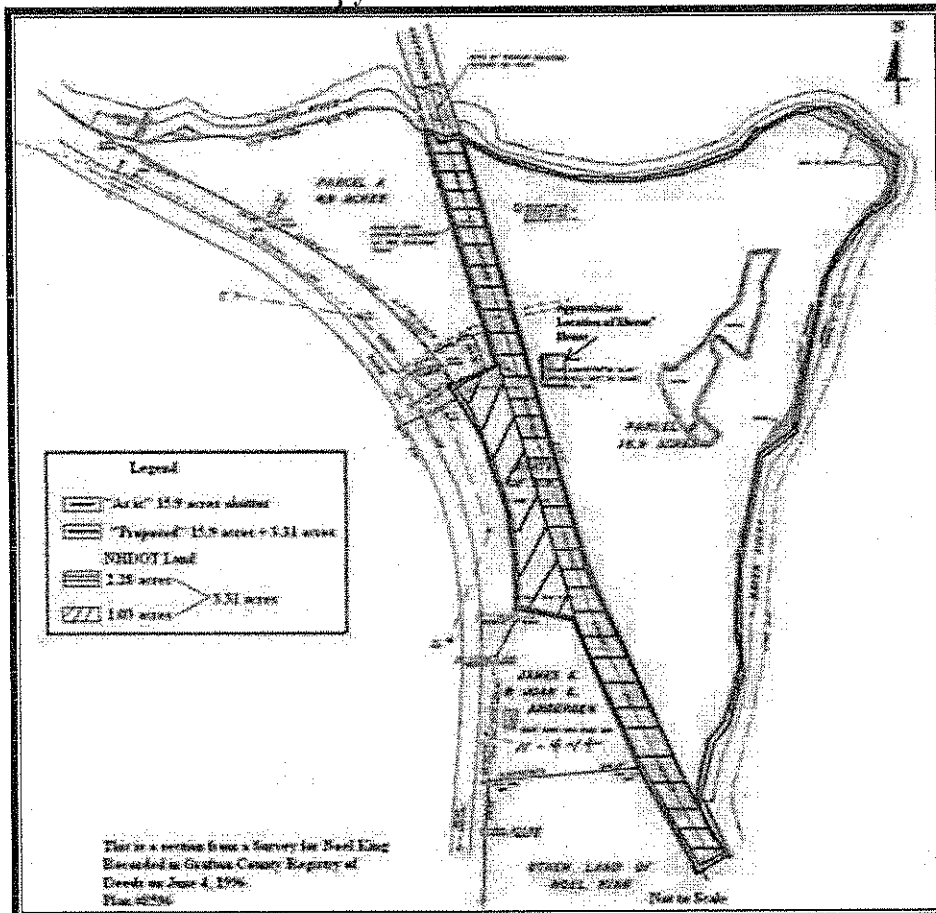
The 3.31 acres is owned in fee simple interest by the NH Department of Transportation. The abutting 15.9 acres is owned in fee simple interest by Granetta K. Morse. The assignment of this appraisal is to determine the contributory value estimate of the 3.31 acres to the abutter.

Fee simple estate is defined in the Fifth Edition of The Dictionary of Real Estate Appraisal, published by The Appraisal Institute, 2010, page 78 as "absolute ownership unencumbered by any other interest or estate."

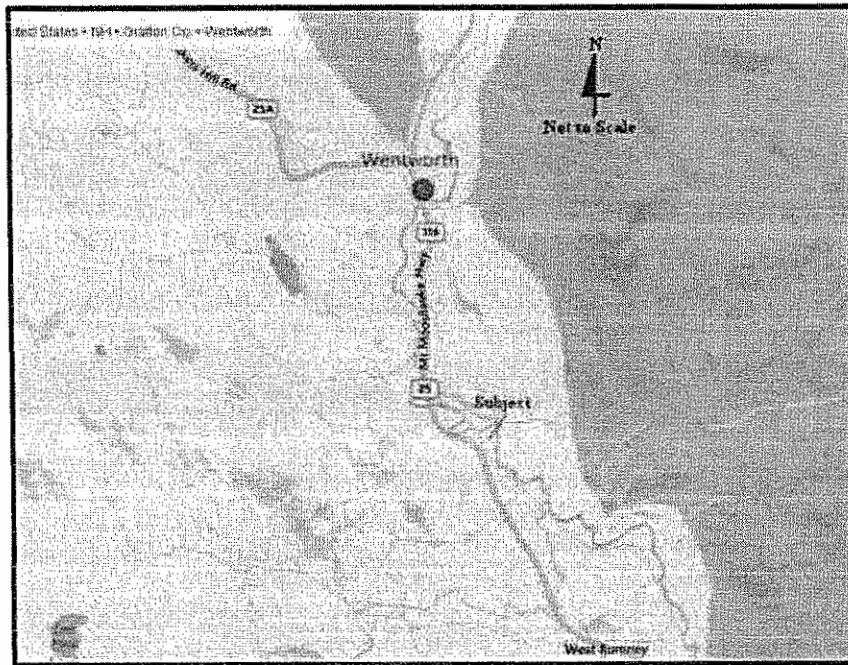
Appraisal Problem

The appraisal problem is to estimate a contributory value of the fee simple interest of two parcels totaling 3.31 acres currently owned by the NH Department of Transportation. The abutter, Granetta Morse, (Tax Map 11-6-3) is interested in acquiring 3.31 acres from the State of NH as a buffer area. The valuation method employed will be to estimate the market value of the abutting 15.9 acre parcel ("As is"), as unimproved, and also estimate the market value of the 15.9 acre assembled with the two State owned parcel totaling 3.31 acres ("Proposed"). Comparable lot sales will be analyzed in order to estimate the site value contribution only. This appraisal assumes that the abutting 15.9 acre parcel is vacant residential land and is an existing, legal lot with legal access. By applying this methodology, the difference between the "As is" and "Proposed" Valuations will estimate the contributory value of the 3.31 acres.

Copy of the Recorded Plan



-Town Data-
Town of Wentworth, NH Location Map



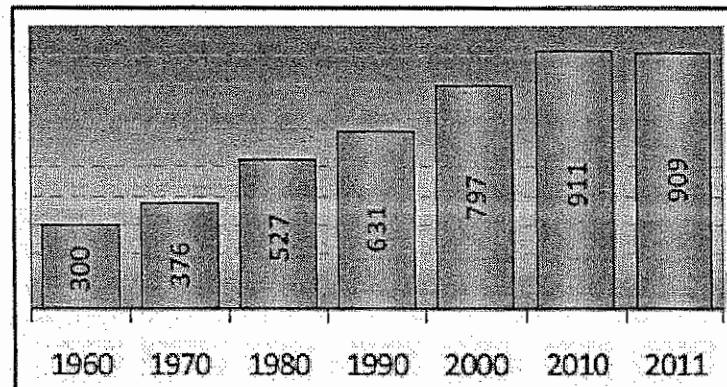
Wentworth is located near the center of Grafton County and encompasses a total of 41.5 square miles of land area and 0.5 square miles of inland water area. Wentworth is bounded on the north by Warren, east by Rumney, south by Dorchester, and west by Orford. Wentworth is home to Plummer's Ledge Natural Area, and is part of the White Mountain National Forest in the northeast. The town has a picturesque common, presided over by a Federal style church and bordered by antique homes.

Primary access is provided by NH Routes 25 and 25A and 118 with the nearest interstate is I-93 at exit 26. The community is 76 miles north of Manchester, the largest city in the State of NH, and 56 miles north of Concord, the State's capital. The nearest scheduled service airport is Lebanon Municipal Airport about 40 miles to the southwest. There is no railroad or public transportation available.

85.6% of Wentworth's work force works within the town while 9.4% commute to another NH community and 4.9% commute out of State. The largest employers in Wentworth are as follows:

LARGEST BUSINESSES	PRODUCT/SERVICE	EMPLOYEES	ESTABLISHED
King Forest Lumber Co.	Wood, lumber products	141	1994
Precision Lumber	Wood, lumber	36	1994
Shawnee's	Grocery store	5	2008
Burning Bush	Hardware store	4	1980

The first population census in Wentworth was taken in 1790 with 241 residents. The U.S. Census indicated the largest decennial percent change was 40% increase between 1970 and 1980. The population has steadily increased since 1980 as shown on the table below.



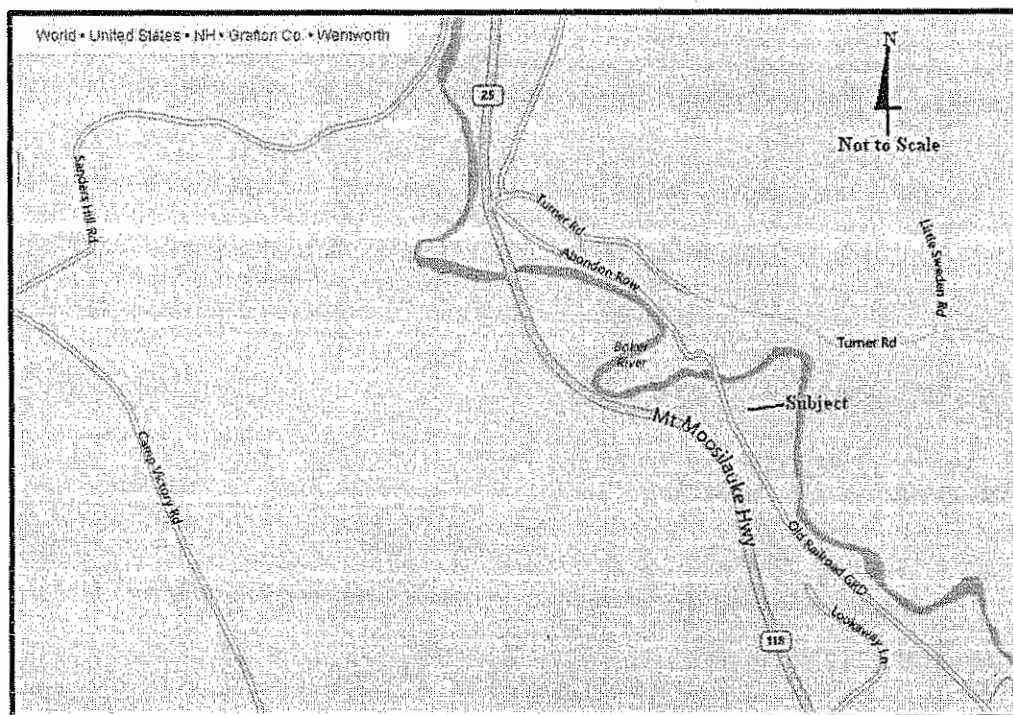
As of the 2010 Census, Wentworth had 509 housing units with 432 units representing detached single-family dwellings, 19 two to four units and 58 mobile homes. In 2011 Wentworth's median household income was \$42,250. According to the Census 1-year survey, the median household income for New Hampshire was \$62,647 in 2011. Wentworth is 48% below the State median household income.

Wentworth is part of SAU 48 with its own K-8 grades. Grades 9-12 are part of the Pemi-Baker Cooperative (Ashland, Campton, Holderness, Plymouth, Rumney, and Thornton).

The town of Wentworth has elected selectmen. Elected boards also include of planning, trust funds, cemetery, school, school treasurer, town clerk/tax collector, library, moderator, checklist, treasurer, and fire commissioner. Appointed positions include only the conservation commission.

Due to the nationwide property value declination, Wentworth's real estate values have declined in the past 3-4 years; but this seems to be abating and the market is stabilizing. Wentworth still maintains its rural atmosphere with antique residences and farms in the Baker River Valley and will remain a bedroom community to nearby towns of Plymouth and Haverhill, NH.

**-Neighborhood Data-
Neighborhood Map: Wentworth, NH**



Subject's Neighborhood

The subject's neighborhood is located along NH Routes 25 and 118 beginning south at the Rumney/Wentworth town line and traveling northerly to the intersection of NH Route 25A. The subject's immediate neighborhood is driven by single family residences including several small local businesses. The neighborhood retains its rural atmosphere due to the open fields, undeveloped woods, the south branch of the Baker River and the Baker River. The neighborhood is primarily accessed by NH Routes 25 and 118. Due to the existing rural residential uses, the lack of local large employment and convenient access to the state roads, the neighborhood will remain as a rural residential community well into the future.

**Subject's Description
"As is" Valuation**

In the "As is" Valuation, the subject property is an unimproved 15.9 acre site. Although the property is currently improved with 2006-built two story single family residence with attached two car garage, private well and private septic system, for the "As is" Valuation, this appraisal assumes the 15.9 acre parcel is vacant residential land and is an existing, legal lot with legal access.

The property is accessed from NH Routes 25 and 118 by a gravel road across the State owned railroad corridor as stated in the record deed (Grafton County Registry of Deeds Book 2803 Page 285) "with the right to pass on foot and with vehicles over the existing road from Route 25." The property is irregular in shape with 510 feet +/- along the former railroad right-of-way and 2,490 feet +/- along the scenic Baker River. The property sits down below NH Routes 25 and 118 on a level plateau along the Baker River with no exposure to the state road.

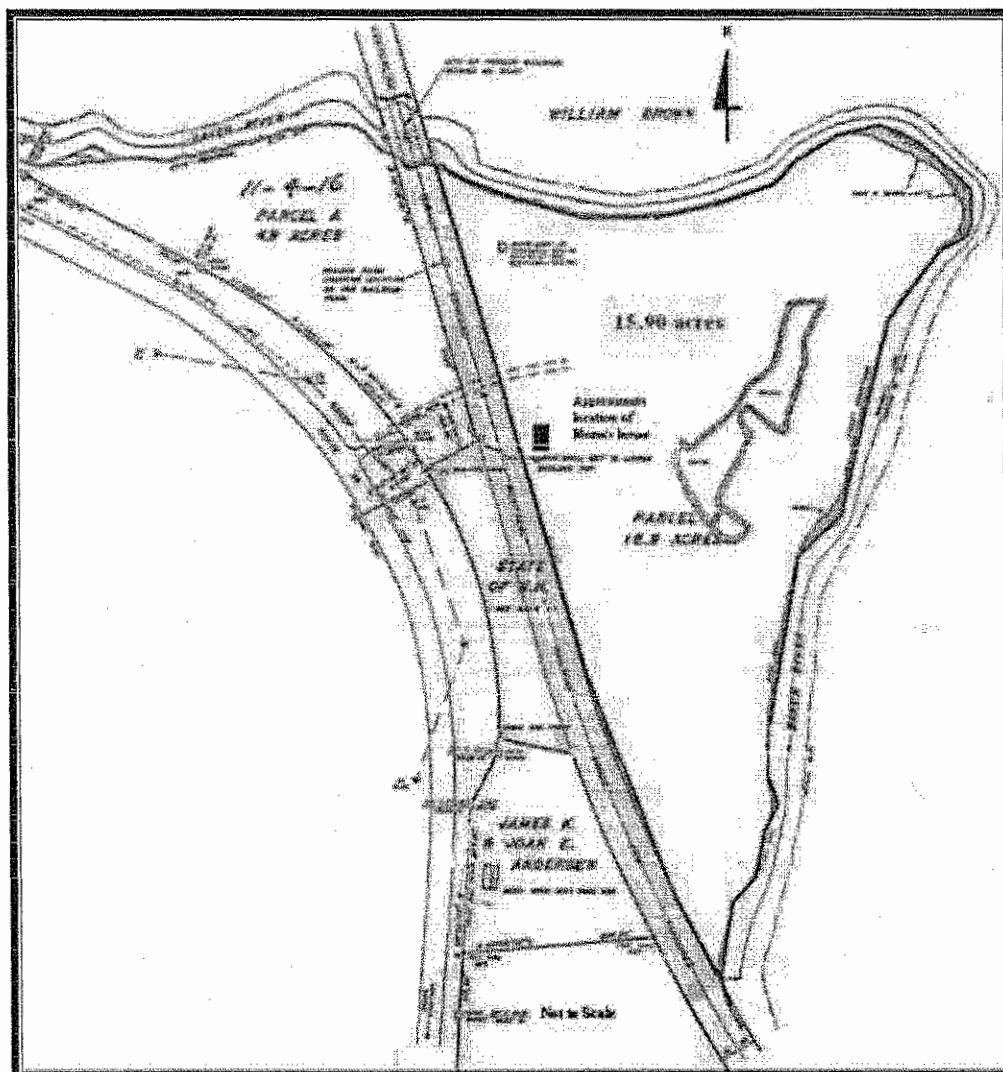
According to the FEMA flood map #33009C0784E dated February 20, 2008 the subject property is located in the Special Flood Hazard area. An area running parallel to the banks of the Baker River is the

floodway area located in Zone AE. FEMA (Federal Emergency Management Agency) recommends this area be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increase in flood heights. The remaining area is located in the Special Flood Hazard Area subject to inundation by the 1% annual chance flood. A copy of the flood map is enclosed in the addendum of this report. The town of Wentworth has not adopted FIRM (Flood Insurance Rate Map) and does not require property owners to carry flood insurance on their properties. According to the property owner, spring flooding occurs only in the area closest to the Baker River.

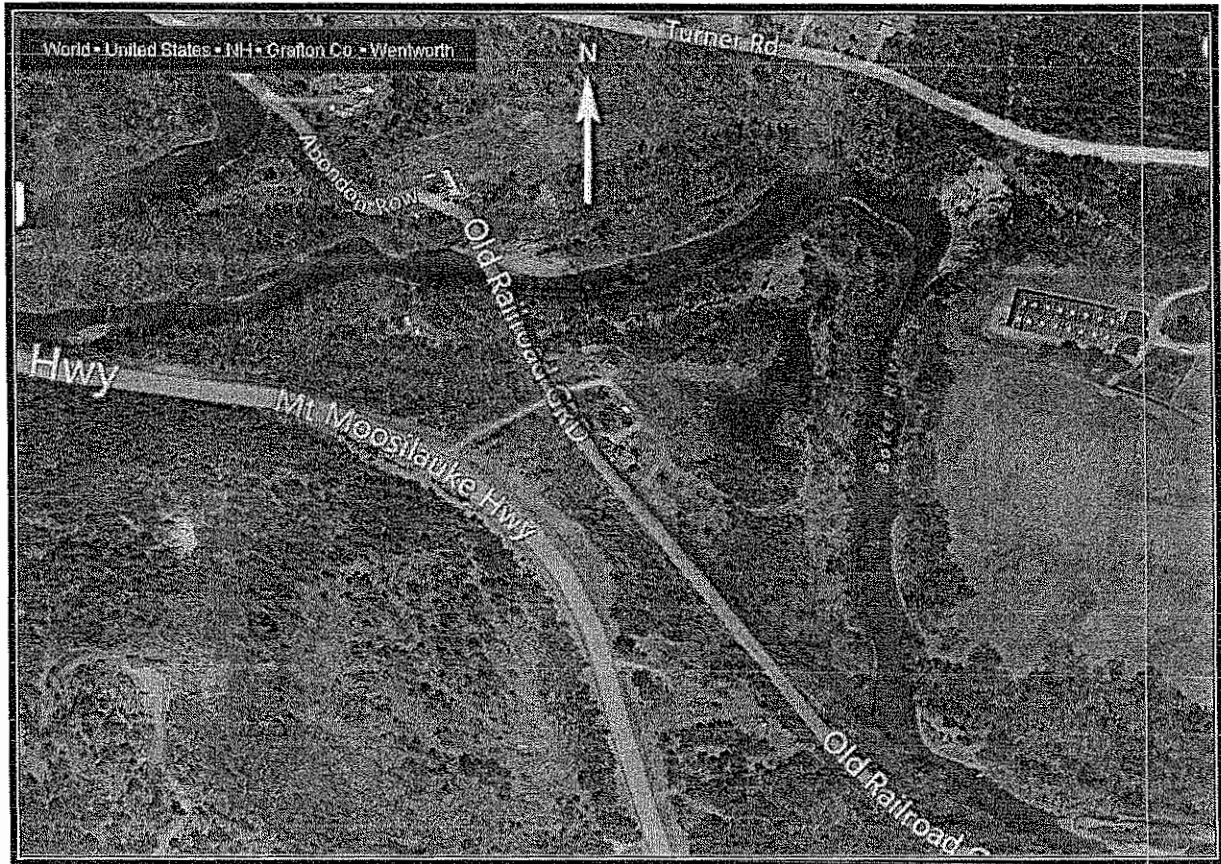
According to the Grafton County Soil Survey, the primary soil type is 102, Sunday loamy sand. Sunday soils are nearly level soils on flood plains adjacent to rivers and stream channels. Slope is generally less than 3 percent. The Sunday series consists of very deep, excessively drained soils formed in sandy alluvial deposits on flood plains. Permeability is rapid or very rapid. Frequency of flooding varies from once or twice a year to once in 10 years and generally occurs during spring runoff or during heavy rains in the fall. Most areas are forested or are in unimproved pasture. A copy of the soil survey map is enclosed in the addendum of this report.

For the "As is" Valuation, this appraisal assumes the 15.9 acre parcel is vacant residential land and is an existing, legal lot with legal access.

Recorded Plan



Aerial Photograph "As is" Valuation



Assessment Information

The Wentworth, NH Assessor's Office has provided the following information relative to the subject property as described below.

Owner: Granetta K. Morse

Address: 328 Mt. Moosilauke Highway, Wentworth, NH 03282 **Map and Lot Number:** 11-6-3

2012 Assessed Values

Building	\$242,900
Land	<u>\$ 88,500</u>
Total Assessment	\$331,400

Taxes Paid: yes **Annual Real Estate Taxes:** \$6,834 **Property in Current Use:** No

Assessed values have been estimated by the NH Department of Revenue Administration to be approximately 97.3% of market value for 2012. The 2013 tax rate is \$20.62 per thousand.

A copy of the assessment cards are included in this report in the addendum.

Photographs of the Subject Property
"As Is Valuation"
Wentworth, NH
Photographs are taken by Jessie C. Tichko on August 6, 2013

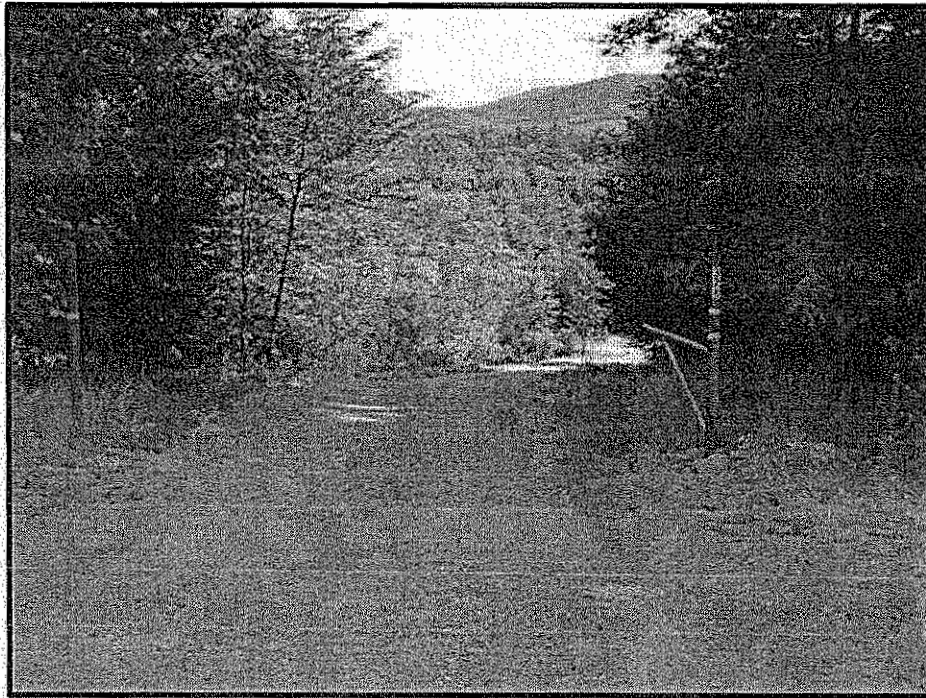


Photo #1: Looking northeasterly at the subject's right-of-way from NH Routes 25/118



Photo #2: Looking southwesterly at the residence and garage

Photographs of the Subject Property
"As Is Valuation"
Wentworth, NH
Photographs are taken by Jessie C. Tichko on August 6, 2013

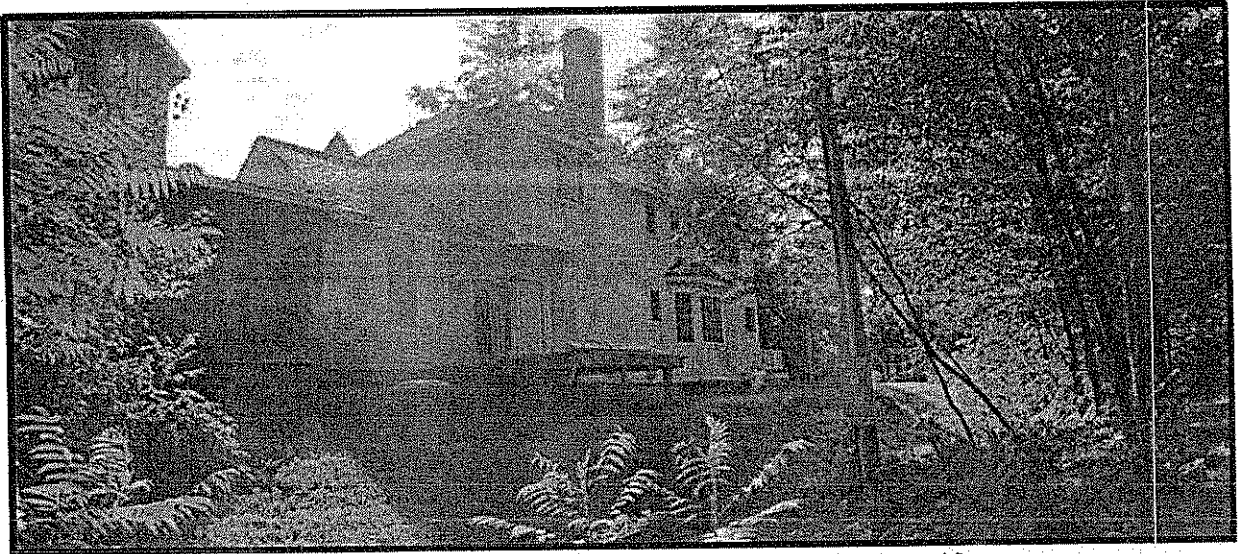


Photo #3: Looking southerly at the rear of the subject's residence



Photo #4: Looking northeasterly at the subject's horse corral along the Baker River

Zoning

The town of Wentworth has no zoning, building codes, etc. The subject property meets the State of NH's requirements for a private well and private septic system.

Highest and Best Use "As is" Valuation

The Highest and Best Use of a property is considered to be that reasonable and probable use that supports the highest present value as defined as of the effective date of the appraisal. For a use to be considered the highest and best use, it must be physically possible, legally permissible, economically feasible, and maximally productive. For the "As is" Valuation, this appraisal assumes the 15.9 acre parcel is vacant residential land and is an existing, legal lot with legal access.

Highest and Best Use of Subject Property As Vacant: The highest and best use of the subject, as vacant, is as a potential residential building lot.

Physically, the subject has development limitations due to the encompassing flood hazard area around the Baker River and would not support additional subdivision. It does have the potential as an oversize residential building lot due to its elevated area near the abandoned State owned railroad bed for a residence. The property has legal access through a deeded right-of-way from NH Routes 25/118. Although there is no zoning in Wentworth, the property can be developed as long as it meets the State's requirements for a private well and private septic system. As a potential residential building site, the property is located in a desirable location due to its privacy from the state road with frontage along the scenic, trout fishery, Baker River.

Therefore, as of the date of valuation, due to the subject's location and physical characteristics, and neighborhood residential uses, the highest and best use of the subject property as vacant would be as a potential oversized residential building lot.

Valuation Premises

There are three basic approaches to valuing real estate. Each approach relies on available market research and data. Each approach will be briefly described below as it pertains to the subject property.

Approaches

Cost Approach - This approach is based upon the cost of reproduction or replacement minus accrued depreciation, plus the site value contribution and entrepreneurial, or developer's profit. This valuation technique is typically applicable when appraising properties that have not suffered significantly from depreciation such as well-designed newly built properties. The usefulness and accuracy of this approach is weakened if the improvements have excessive physical depreciation or suffer from functional and external obsolescence.

The cost approach is not considered applicable in this appraisal. This appraisal assumes that the 15.9 acre parcel is vacant residential land. Thus, the Cost Approach is not utilized in this report to estimate the market value of the subject.

Income Approach - This approach is based upon the premise that an informed buyer will pay a certain price based upon the return from a certain income stream produced by the property's actual income. It was determined the highest and best use of the subject property is as a residential building lot. In this neighborhood, there were no market indications to support lease land information; therefore, the Income Approach was not utilized in this report.

Sales Comparison Approach – This approach is based upon the premise that an informed buyer would not pay more for unimproved or improved property than the cost of another unimproved or improved property with the same or similar utility. In this approach, adjustments are made for the areas in which the sales differ from the subject property. I researched the Wentworth real estate market for current land sales between 15-20 acres with river frontage. The market was extremely limited on river frontage land sales; however, I was able to research several comparable sales that are good indicators of value as oversized residential building lots. The Sales Comparison Approach is considered applicable for the appraisal.

Conclusion:

The three alternatives provide the conceptual foundation for approaching the valuation of property rights in real estate. They are interdependent and interrelated, and they all require data from the same market area. In the valuation of the subject property, the Sales Comparison Approach was the only applicable approach to value that was utilized, as sufficient comparable sales were available

-Sales Comparison Approach- "As is" Valuation

The sales analysis is based on the elements of comparison. The adjustments in this analysis are intended to reflect those conditions, which the buyers and sellers consider important and are present in various degrees between the subject and one or more of the comparables. The elements of comparison include the following: property rights conveyed, financing, conditions of sale, changes in market conditions, and location and physical characteristics.

The sales are summarized in a grid to allow side-by-side comparisons for use in estimating the relative economic impact of their differences. Based on the differences, each sale is adjusted to reflect market reaction to each significant feature. 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 less favorable than, the subject site, a positive (+) adjustment is made, thus increasing the indicated value for the subject.

Adjustments may be made on a dollar or percentage basis. It must be noted that some types of real estate are sold on a per unit basis such as land (per acre), subdivisions (per lot), commercial stores (per square foot), and so on. In this report, percentage adjustments were applied to the comparable sales.

I have compiled three comparable sales of residential land and have analyzed them in order to estimate a price per acre value of the subject parcel. The comparable sales have similar characteristics to the subject property in varying degrees. Due to the slowdown in the residential market State wide, the availability of oversized residential building lots was extremely limited in this region of the State. The three sales are located in Wentworth and Warren, NH and represent the best available comparable commercial use land sales data uncovered after an extensive sales search in Grafton County. The unit of comparison on the following grid is per acre.

**"As is" Valuation
Analysis Grid**

Item	Subject Property	Comparable Sale #1	Comparable Sale #2	Comparable Sale #3
Address	328 Moosilauke Highway aka NH Routes 25/118, Wentworth, NH	1156 Moosilauke Highway aka NH Routes 25/188, Wentworth, NH	NH Route 25A & Old Orford Road, Wentworth, NH	Gould Hill Road, Warren, NH
Book/Page	-	3736/592	3700/539	3813/960
Date of Sale	September 19, 2013	September 30, 2010	May 12, 2010	August 15, 2011
Sales Price	-	\$85,000	\$68,300	\$48,000
Price Per Acre	-	\$5,030/Acre	\$3,430/Acre	\$4,364/Acre
Property Rights	Fee simple	Fee simple	Fee simple	Fee simple
Market Condition	-	-	-	-
Adj. Sale Price	-	\$5,030/Acre	\$3,430/Acre	\$4,364/Acre
Financing	-	None Recorded	None Recorded	None Recorded
Cond. of Sale	-	Arms-length	Arms-length	Arms-length
Location	Wentworth	Similar	Similar	Warren -15%
Physical Charact. Size	15.9 acres	16.9 acres	19.91 acres	11.00 acres -5%
River Frontage	Yes	Yes	None +40%	None +40%
Net Adjusted Total (excluding Time)	-	-0-	+40%	+20%
Indicated Value Per acre of Subject		\$5,030/Acre	\$4,803/Acre	\$5,237/Acre

Low: \$4,803/Acre

High: \$5,237/Acre

Mean: \$5,023/Acre

Basis of adjustments:

The three sales above are good indicators of recent oversized residential lot sales in the towns of Wentworth and Warren, NH. The sales involved the transfer of the fee simple interests and involved conventional financing or cash transactions. To the best of my knowledge, the sales reflect arm's length transactions. The sales transferred from May 2010 through August 2011. The Wentworth market is stabilizing; however, there has not been sufficient activity in the residential land market to establish a definite trend. Therefore, no adjustments were applied for market conditions.

The major differences between the subject and the comparable sales are location, lot size and for river frontage on the desirable Baker River.

Location:

The subject property and Sales #1 and #2 are located in the town of Wentworth. Due to the limited residential land market, I expanded my research to abutting communities. Sale #3 is located in the town of Warren, NH, a higher property value town. By utilizing NNEREN, (Northern New England Real Estate Network) to estimate a location adjustment, I performed a market activity analysis on land sales from 2010 to the effective date of this report for the two towns of Wentworth and Warren. The analysis indicated a 16% difference in the average selling price of land between Warren and Wentworth. In addition, I spoke with local realtors who estimated 10-15% difference in land values between the two towns. An adjustment of -15% was applied to Sale #3 to recognize its superior location.

Lot Size:

In researching the regional market for oversized residential lot sales, I concluded that lot sales between 15-20 acres sold in a close per unit range. Lot sales less than 15 acres sold for a higher per unit value. Sale #3's size is below 15 acres and a minor adjustment was warranted. To estimate a lot size adjustment, I researched additional residential sales in the region and also performed a paired sales comparison analysis between Sale #3 and #2. I concluded a downward 5% was reasonable adjustment to recognize Sale #3's size difference.

River Frontage:

The Baker River is a 36.4-mile-long river in the White Mountains region. It rises on the south side of Mount Moosilauke and runs south and east to empty into the Pemigewasset River in Plymouth. The river traverses the towns of Warren, Wentworth, and Rumney. It is part of the Merrimack River watershed. The Baker River is known as a scenic NH River with recreational opportunities of fishing, canoeing, kayaking and swimming. It is also a well-known trout fishery for fishermen. In this region, residential buyers seek out properties on the scenic Baker River for its recreational opportunities and river views.

The subject property and Sale #1 have similar locations on the scenic Baker River, a desirable location for a residence. Sales #2 and #3 have no river frontage and an adjustment was necessary to recognize their inferior locations. The regional residential market indicates a higher unit value for a residential property located on the Baker Road versus properties with no river frontage. A river frontage adjustment was based on comparing five paired residential lots with river frontage and without river frontage. (Additional information can be found in the appraiser's files). A reasonable river frontage of +40% was applied to Sales #2 and #3 for their lack of river frontage along the Baker River.

The three comparable sales are briefly described below.

Land Sale #1:

Sale #1 is located at 1156 Moosilauke Highway (NH Route 25/118) in Wentworth, NH. The parcel is an irregular shaped 16.9 acre parcel with 410+/- feet of road frontage along Moosilauke Highway, a paved State maintained road. It is level to rolling terrain and is primarily an open field with an area of old Christmas trees. The property has 2,150 feet along the scenic Baker River. The property was purchased for the construction of a single family residence.

Sale #1 sold on September 30, 2010 for a recorded price of \$85,000 or \$5,030 per acre. Sale #1 is similar in functional utility as an oversized residential building lot located on the desirable Baker River. It is a good indicator of a residential site in Wentworth, NH and no adjustments were warranted.

Land Sale #2:

Sale #2 is located at the corner of NH Route 25A (Bakers Hill Road) and Old Orford Road in Wentworth, NH. The parcel is a long irregular shaped 19.91 acre parcel of rolling wooded terrain. It has 737.14 feet on paved State maintained NH Route 25A and 2,114 feet on unmaintained woods road Old Orford Road. The property was purchased for the construction of a single family residence.

Sale #2 sold on May 12, 2010 for a recorded price of \$68,300 or \$3,430 per acre. Sale #2 is slightly larger than the subject property and is a good indicator of an oversized residential lot in the town of Wentworth. Overall Sale #2 is similar in functional utility except for its lack of river frontage. The only adjustment applied to Sale #2 was an upward 40% adjustment for Baker River frontage.

Land Sale #3:

Sale #3 is located on the south side of Gould Hill Road in Warren, NH. The parcel is an irregular shaped 11.00 acre parcel with 366.96' of road frontage along gravel town maintained Gould Hill Road. The property is an open field in the front with rolling wooded terrain towards the rear. The property is located in a rural residential neighborhood.

Sale #3 sold on August 5, 2011 for a recorded price of \$48,000 or \$4,364 per acre. Sale #3 is smaller than the subject property falling into a higher unit value and lacks river frontage. Warren's land values tend to be slightly higher than Wentworth. Location, size and river frontage adjustments were applied to this sale to bring it in line with the subject property. After adjustments, Sale #3 strongly supports the value range indicated by Sales #1 and #2 and is still a good indicator of a residential building site in this region.

"As is" Valuation Reconciliation and Conclusion

The adjusted price per acre for each comparable is as follows:

Sale #1	\$5,030 per acre
Sale #2	\$4,803 per acre
Sale #3	\$5,237 per acre

The adjusted values were in a relatively close narrow range from \$4,803 - \$5,237 per acre or a range of 9.04%. These sales represent the most recent comparable oversized residential lot sales in the Wentworth and Warren communities. Sale #1 is the most comparable as it located just north of the subject property with frontage on the Baker River. Sale #2 is similar in utility and physical characteristics except for its lack of river frontage. Sale #3 strongly supports the value range indicated by Sales #1 and #2.

Due to the similarity of each comparable sale, the only adjustments applied were for location, size and river frontage. Given the subject's desirable location on the Baker River, I leaned toward Sale #1 as the most supportive indication of value.

As of September 19, 2013, the estimated market value of the fee simple interest of the subject's 15.9 acre site of the "As is" Valuation by utilizing the Sales Comparison Approach is:

$$\text{\$5,000} \times 15.9 \text{ acres} = \text{\$80,000 rounded}$$

(Eighty Thousand Dollars)

"Proposed" Valuation

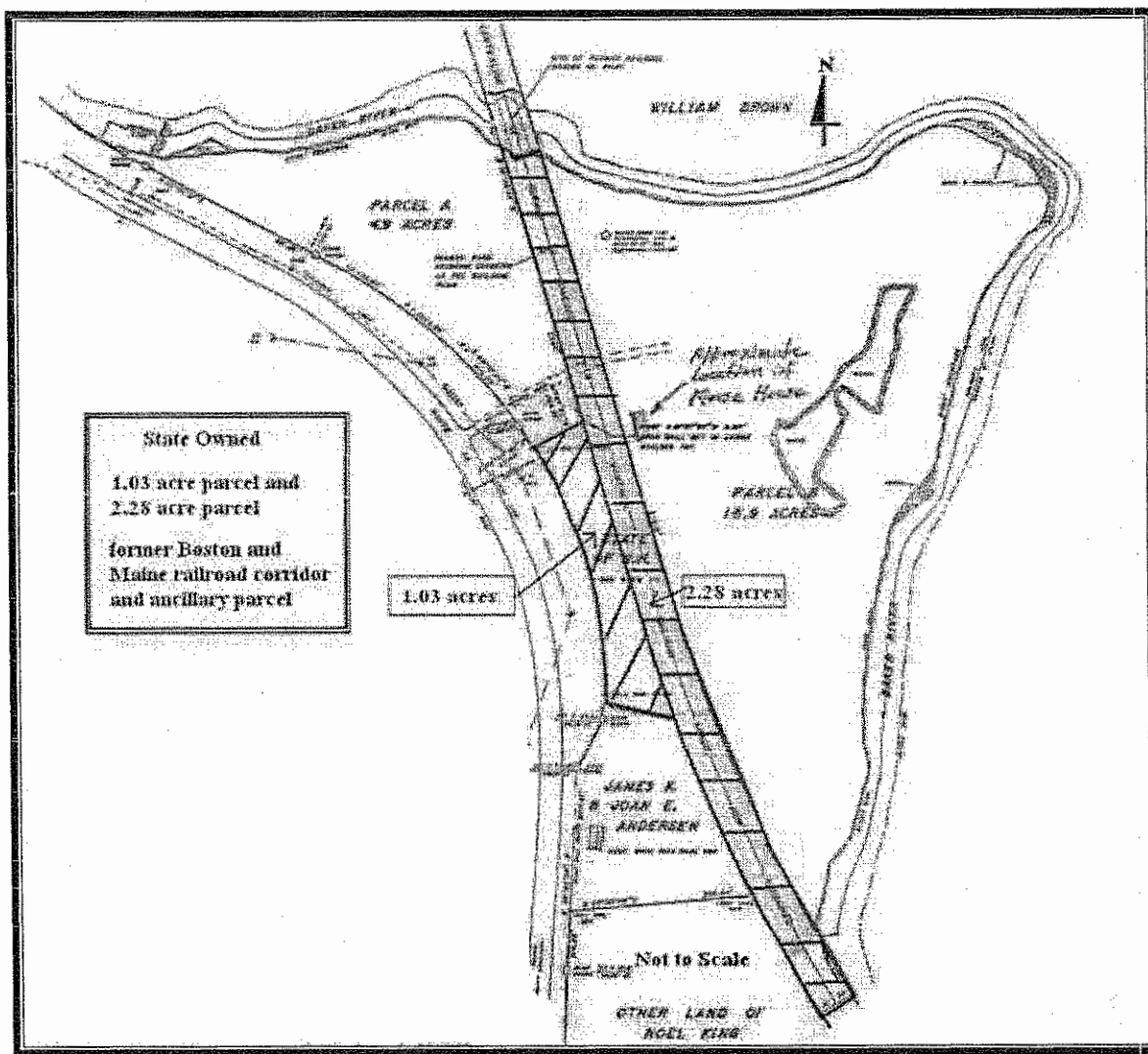
In the "Proposed" Valuation, the *only* change is the addition of the 1.03 acre parcel of a former ancillary railroad parcel and the 2.28 acre parcel of the former Boston and Maine railroad corridor totaling 3.31 acres assembled to the 15.9 acre parcel.

The 1.03 acre parcel is located on the east side of NH Routes 25/118. It is an irregular shaped parcel with level open field along the road and then sloping steeply downward to the abandoned railroad bed. The 2.28 acre parcel is the long narrow railroad bed originally owned by the Boston and Maine Railroad Corporation. In 1957 the NH Department of Transportation acquired sections of the old railroad in Wentworth, NH. A formal title research was not performed on this property.

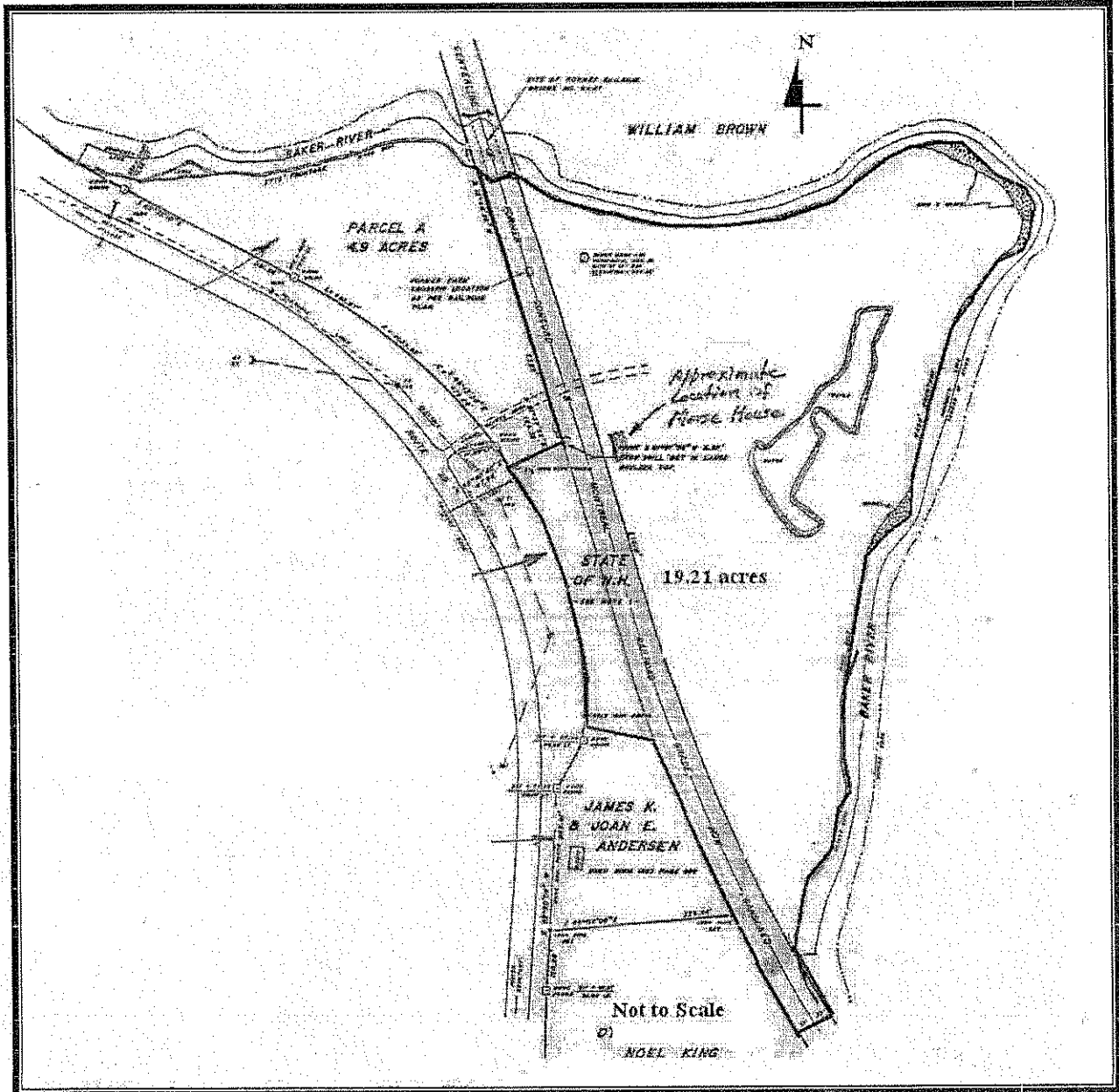
The owner of the 15.9 acre parcel is interested in purchasing the 3.31 acre area to add on to her property as a buffer area.

The "Proposed" Valuation will be based on an unimproved site with a total of 19.21 acres (15.90 acres + 3.31 acres). The subject's access, highest and best use, etc. do not change in the "Proposed" Valuation. The same methodology will be applied in the Proposed" Valuation as in the "As Is" Valuation.

Plan showing the State owned Land
(former Boston and Maine Railroad corridor and ancillary parcel)



Plan of "Proposed" Valuation



Photographs of the 3.31 acres abutting the 15.90 acre Parcel
Photographer: Jessie C. Tichko Date: August 6, 2013



Photo #1: Looking southerly along the State owned old railroad bed

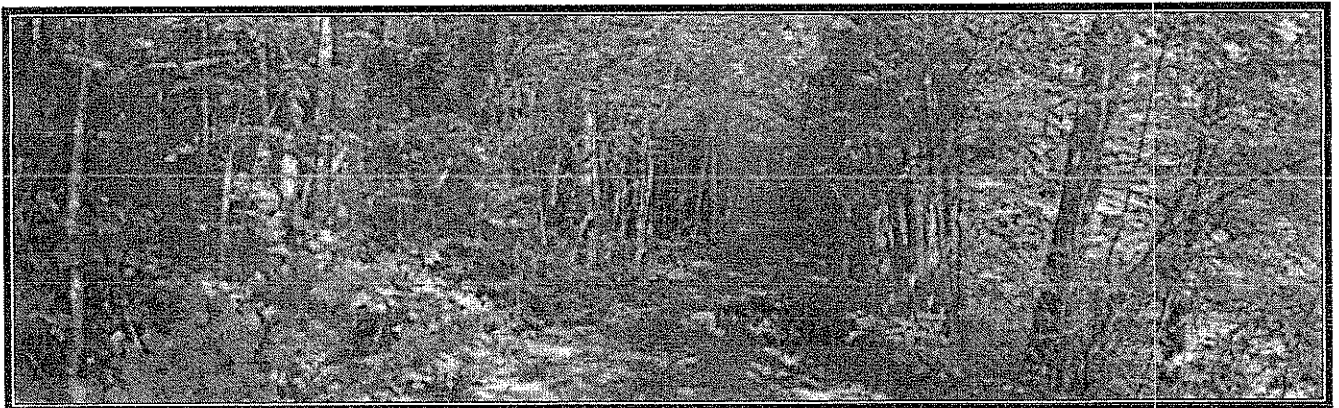


Photo #2: Looking northerly along the State owned old railroad bed

Photographs of the 3.31 acres abutting the 15.90 acre Parcel
Photographer: Jessie C. Tichko Date: August 6, 2013

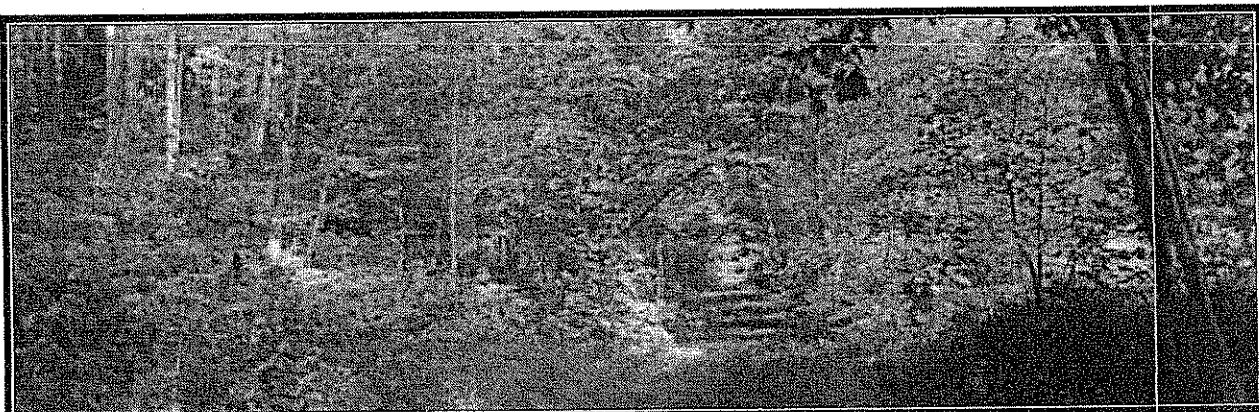


Photo #3: Looking northerly along the State owned old railroad bed

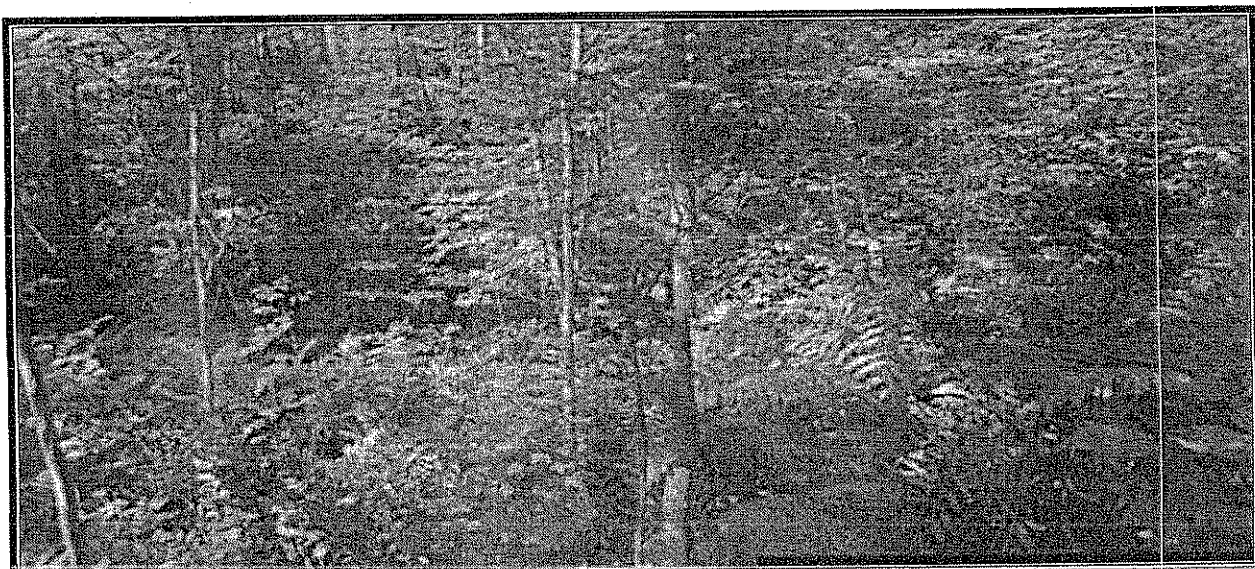


Photo #4: Looking southerly along the sloping area abutting the State owned old railroad bed

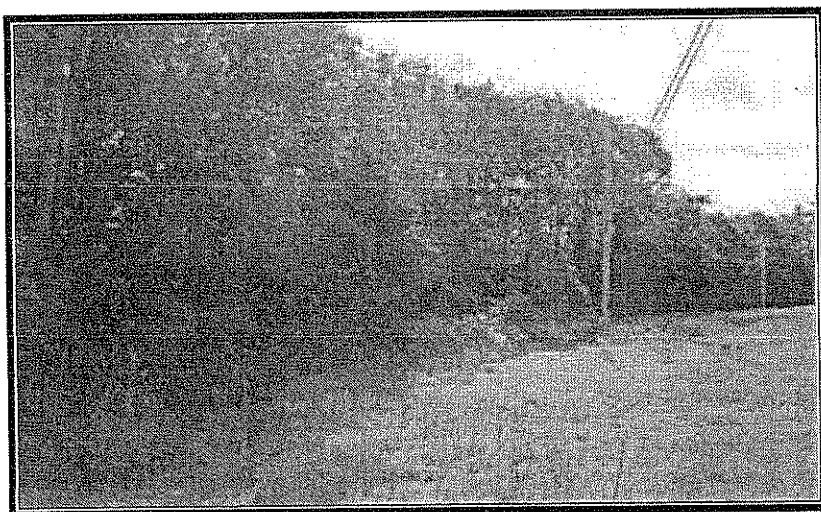


Photo #5: Looking southerly at the ancillary railroad parcel along NH Routes 25/118.

“Proposed” Valuation Highest and Best Use

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Highest and Best Use of Subject Property As Vacant: The highest and best use of the subject, as vacant, is as a potential residential building lot.

Physically, the subject has development limitations due to the encompassing flood hazard area around the Baker River and would not support additional subdivision. It does have the potential as an oversize residential building lot due to its elevated area near the abandoned State owned railroad bed for a residence. The property has legal access through a deeded right-of-way from NH Routes 25/118. Although there is no zoning in Wentworth, the property can be developed as long as it meets the State’s requirements for a private well and private septic system. As a potential residential building site, the property is located in a desirable location due to its privacy from the state road with frontage along the scenic, trout fishery, Baker River.

Therefore, as of the date of valuation, due to the subject’s location and physical characteristics, and neighborhood residential uses, the highest and best use of the subject property as vacant would be as a potential oversized residential building lot.

Valuation Premises

There are three basic approaches to valuing real estate. Each approach relies on available market research and data. Each approach will be briefly described below as it pertains to the subject property.

Approaches

Cost Approach - This approach is based upon the cost of reproduction or replacement minus accrued depreciation, plus the site value contribution and entrepreneurial, or developer’s profit. This valuation technique is typically applicable when appraising properties that have not suffered significantly from depreciation such as well-designed newly built properties. The usefulness and accuracy of this approach is weakened if the improvements have excessive physical depreciation or suffer from functional and external obsolescence.

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research several comparable sales that are good indicators of value as oversized residential building lots. The Sales Comparison Approach is considered applicable for the appraisal.

Conclusion:

The three alternatives provide the conceptual foundation for approaching the valuation of property rights in real estate. They are interdependent and interrelated, and they all require data from the same market area. In the valuation of the subject property, the Sales Comparison Approach was the only applicable approach to value that was utilized, as sufficient comparable sales were available

**-Sales Comparison Approach-
"Proposed" Valuation**

The sales analysis is based on the elements of comparison. The adjustments in this analysis are intended to reflect those conditions, which the buyers and sellers consider important and are present in various degrees between the subject and one or more of the comparables. The elements of comparison include the following: property rights conveyed, financing, conditions of sale, changes in market conditions, and location and physical characteristics.

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**“Proposed” Valuation
Analysis Grid**

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Date of Sale	September 19, 2013	September 30, 2010	May 12, 2010	August 15, 2011
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Price Per Acre	-	\$5,030/Acre	\$3,430/Acre	\$4,364/Acre
Property Rights	Fee simple	Fee simple	Fee simple	Fee simple
Market Condition	-	-	-	-
Adj. Sale Price	-	\$5,030/Acre	\$3,430/Acre	\$4,364/Acre
Financing	-	None Recorded	None Recorded	None Recorded
Cond. of Sale	-	Arms-length	Arms-length	Arms-length
Location	Wentworth	Similar	Similar	Warren -15%
Physical Charact. Size	19.21 acres	16.9 acres	19.91 acres	11.00 acres -5%
River Frontage	Yes	Yes	None +40%	None +40%
Net Adjusted Total (excluding Time)		-0-	+40%	+20%
Indicated Value Per acre of Subject		\$5,030/Acre	\$4,803/Acre	\$5,237/Acre

Low: \$4,803/Acre

High: \$5,237/Acre

Mean: \$5,023/Acre

Basis of adjustments:

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The major differences between the subject and the comparable sales are location, lot size and for river frontage on the desirable Baker River.

Location:

The subject property and Sales #1 and #2 are located in the town of Wentworth. Due to the limited residential land market, I expanded my research to abutting communities. Sale #3 is located in the town of Warren, NH, a higher property value town. By utilizing NNEREN, (Northern New England Real Estate Network) to estimate a location adjustment, I performed a market activity analysis on land sales from 2010 to the effective date of this report for the two towns of Wentworth and Warren. The analysis indicated a 16% difference in the average selling price of land between Warren and Wentworth. In addition, I spoke with local realtors who estimated 10-15% difference in land values between the two towns. An adjustment of -15% was applied to Sale #3 to recognize its superior location.

Lot Size:

In researching the regional market for oversized residential lot sales, I concluded that lot sales between 15-20 acres sold in a close per unit range. Lot sales less than 15 acres sold for a higher per unit value. Sale #3's size is below 15 acres and a minor adjustment was warranted. To estimate a lot size adjustment, I researched additional residential sales in the region and also performed a paired sales comparison analysis between Sale #3 and #2. I concluded a downward 5% was reasonable adjustment to recognize Sale #3's size difference.

River Frontage:

The Baker River is a 36.4-mile-long river in the White Mountains region. It rises on the south side of Mount Moosilauke and runs south and east to empty into the Pemigewasset River in Plymouth. The river traverses the towns of Warren, Wentworth, and Rumney. It is part of the Merrimack River watershed. The Baker River is known as a scenic NH River with recreational opportunities of fishing, canoeing, kayaking and swimming. It is also a well-known trout fishery for fishermen. In this region, residential buyers seek out properties on the scenic Baker River for its recreational opportunities and river views.

The subject property and Sale #1 have similar locations on the scenic Baker River, a desirable location for a residence. Sales #2 and #3 have no river frontage and an adjustment was necessary to recognize their inferior locations. The regional residential market indicates a higher unit value for a residential property located on the Baker Road versus properties with no river frontage. A river frontage adjustment was based on comparing five paired residential lots with river frontage and without river frontage. (Additional information can be found in the appraiser's files). A reasonable river frontage of +40% was applied to Sales #2 and #3 for their lack of river frontage along the Baker River.

The three comparable sales are briefly described below.

Land Sale #1:

Sale #1 is located at 1156 Moosilauke Highway (NH Route 25/118) in Wentworth, NH. The parcel is an irregular shaped 16.9 acre parcel with 410+/- feet of road frontage along Moosilauke Highway, a paved State maintained road. It is level to rolling terrain and is primarily an open field with an area of old Christmas trees. The property has 2,150 feet along the scenic Baker River. The property was purchased for the construction of a single family residence.

Sale #1 sold on September 30, 2010 for a recorded price of \$85,000 or \$5,030 per acre. Sale #1 is similar in functional utility as an oversized residential building lot located on the desirable Baker River. It is a good indicator of a residential site in Wentworth, NH and no adjustments were warranted.

Land Sale #2:

Sale #2 is located at the corner of NH Route 25A (Bakers Hill Road) and Old Orford Road in Wentworth, NH. The parcel is a long irregular shaped 19.91 acre parcel of rolling wooded terrain. It has 737.14 feet on paved State maintained NH Route 25A and 2,114 feet on unmaintained woods road Old Orford Road. The property was purchased for the construction of a single family residence.

Sale #2 sold on May 12, 2010 for a recorded price of \$68,300 or \$3,430 per acre. Sale #2 is slightly larger than the subject property and is a good indicator of an oversized residential lot in the town of Wentworth. Overall Sale #2 is similar in functional utility except for its lack of river frontage. The only adjustment applied to Sale #2 was an upward 40% adjustment for Baker River frontage.

Land Sale #3:

Sale #3 is located on the south side of Gould Hill Road in Warren, NH. The parcel is an irregular shaped 11.00 acre parcel with 366.96' of road frontage along gravel town maintained Gould Hill Road. The property is an open field in the front with rolling wooded terrain towards the rear. The property is located in a rural residential neighborhood.

Sale #3 sold on August 5, 2011 for a recorded price of \$48,000 or \$4,364 per acre. Sale #3 is smaller than the subject property falling into a higher unit value and lacks river frontage. Warren's land values tend to be slightly higher than Wentworth. Location, size and river frontage adjustments were applied to this sale to bring it in line with the subject property. After adjustments, Sale #3 strongly supports the value range indicated by Sales #1 and #2 and is still a good indicator of a residential building site in this region.

"Proposed" Valuation Reconciliation and Conclusion

The adjusted price per acre for each comparable is as follows:

Sale #1	\$5,030 per acre
Sale #2	\$4,803 per acre
Sale #3	\$5,237 per acre

The adjusted values were in a relatively close narrow range from \$4,803 - \$5,4237 per acre or a range of 9.04%. These sales represent the most recent comparable oversized residential lot sales in the Wentworth and Warren communities. Sale #1 is the most comparable as it located just north of the subject property with frontage on the Baker River. Sale #2 is similar in utility and physical characteristics except for its lack of river frontage. Sale #3 strongly supports the value range indicated by Sales #1 and #2.

Due to the similarity of each comparable sale, the only adjustments applied were for size and river frontage. Given the subject's desirable location on the Baker River, I leaned toward Sale #1 as the most supportive indication of value.

As of September 19, 2013, the estimated market value of the fee simple interest of the subject's 19.21 acre site of the "Proposed" Valuation by utilizing the Sales Comparison Approach is:

$$\text{\$5,000} \times 19.21 \text{ acres} = \text{\$96,000 rounded}$$

(Ninety Six Thousand Dollars)

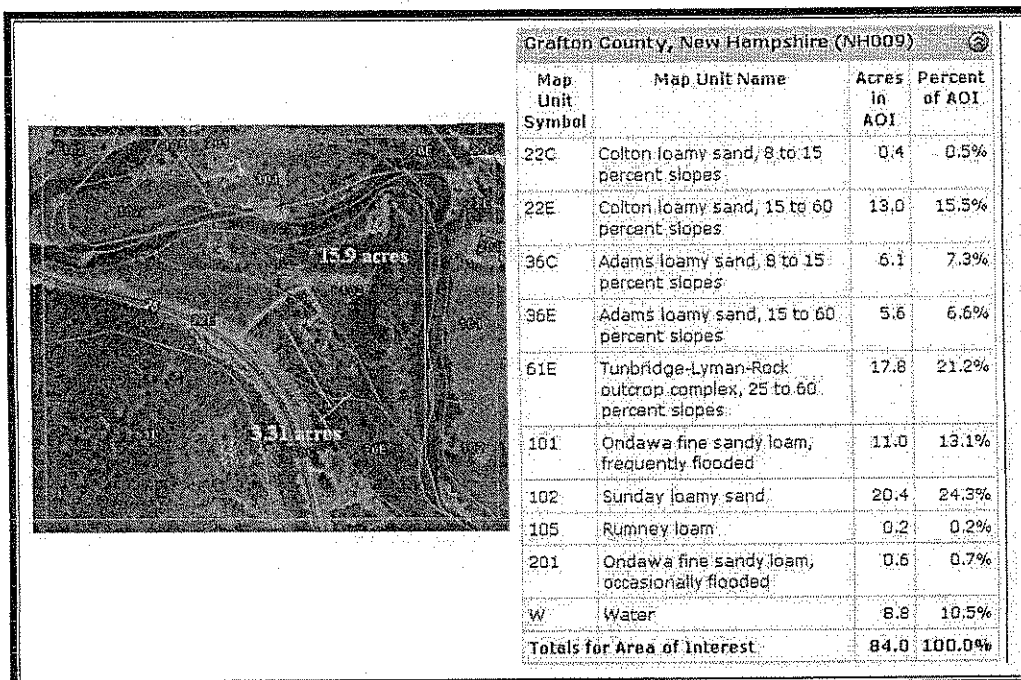
-Final Conclusions-

Indicated Value by:	"As Is"	"Proposed"	Value of the No Development Deed Restriction
Value Estimate as of July 5, 2013	\$85,000	\$96,000	\$16,000

September 20, 2013
Date

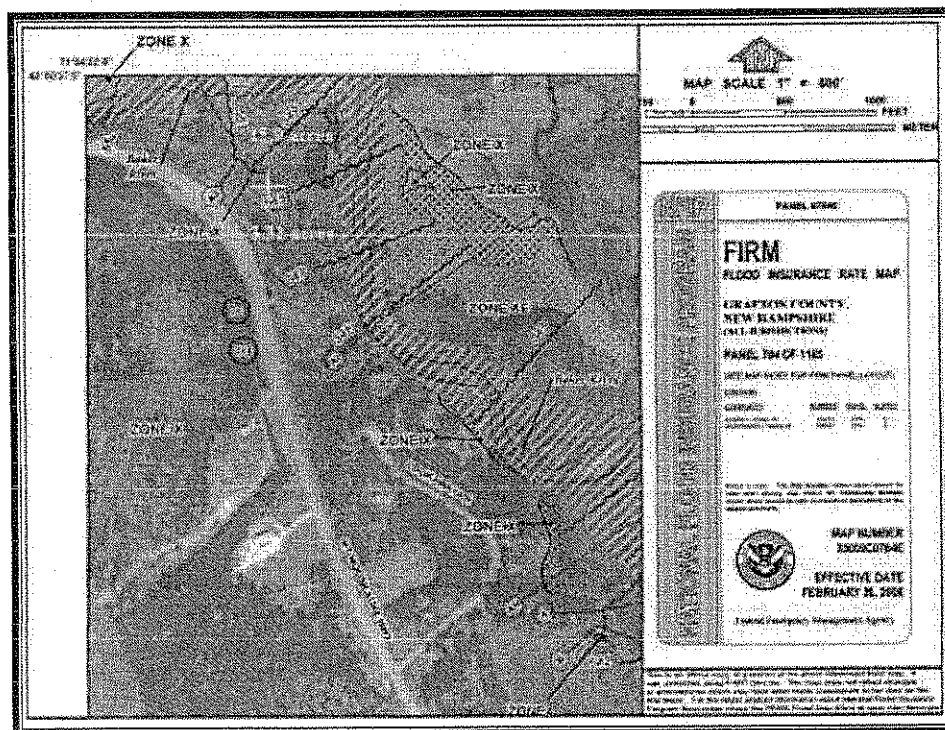
Jessie C. Tichko
Jessie C. Tichko NHCG#662

Soils Survey Map



According to the Grafton County Soil Survey, the primary soil type is 102, Sunday loamy sand. Sunday soils are nearly level soils on flood plains adjacent to rivers and stream channels.

FEMA Flood Map



According to the FEMA flood map #33009C0784E dated February 20, 2008, the subject property is located in a Special Flood Hazard Area.

Appraiser Qualifications

JESSIE C. TICHKO
NHCG #662

Appraisal Experience

2005 to present time Real Estate Appraiser/Reviewer IV
2001-2005 Real Estate Appraiser III
Bureau of Right-of-Way
NH Department of Transportation
Concord, NH

Education

1979 B.A. Wittenberg University
Springfield, Ohio
triple major: Science, Geography, & Education

Special Licenses

Certified General with the NH Real Estate Appraiser Board
NHCG #662

Appraisal Courses

Society of Real Estate Appraiser
Courses 101 and 102, *completed & passed*

J.M.B. Realty Course: Appraising Income Properties,
completed and passed

M.R.E.B. Course: Advance Income Capitalization
completed and passed

International Right-of-Way Association
Course 401 (Partial Takes), *completed & passed*

I.R.O.W.A. Course 214 Expert Testimony
completed & passed

Appraisal Institute Course 430
Standards of Professional Practice
completed & passed

Uniform Standards of Professional Appraisal
Practice 3 day class: *completed & passed*

Appraisal Institute Course 710
Condemnation Appraising Principles & Applications
completed & passed

Appraisal Institute Course 720
Condemnation Appraising Advanced Topics & Applications
completed & passed

NH Certified Public Supervisory Program: 2 year program
Completed in 1 year

Court Testimony

NH Board of Land and Tax Appeals, Superior Court


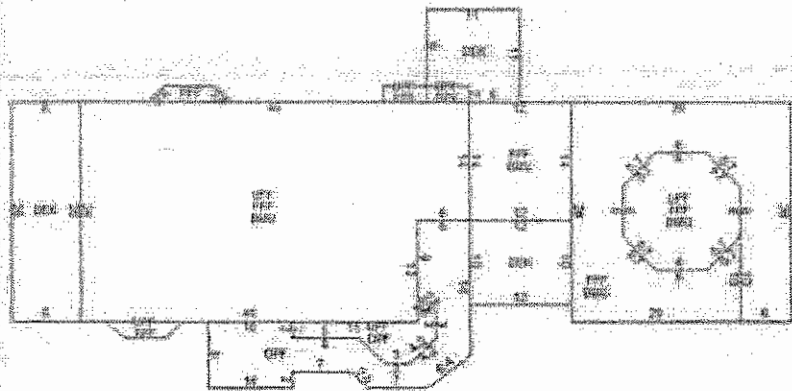
Assessment Card

Map: 000011 Lot: 000006 Sub: 000003 Card: 1 of 1 328 MT MOOSILAUKE HWY WENTWORTH A Printed: 08/06/2013	
OWNERS INFORMATION	
NORSE, GRANETTA A. 328 MT MOOSILAUKE HWY PO BOX 173 WENTWORTH, NH 03282	
SALES HISTORY	
Date	Book Page Type Price Grantor
04/25/2005	3105 217 L V 27 MORSE, GRANETTA
04/08/2005	3203 206 L V 27 25,000 KING FOREST
LISTING HISTORY	
01/22/03	ENCR
01/11/03	ECVM
00/18/02	KCPM
00/14/01	KOPR
00/24/01	SHGL
05/02/01	KCPM
05/10/00	KCPM
05/15/00	KOPR
REE W/IR ACC. 8-15-00, LOW COST KITCHEN (SMET) UNFIN. AC. FLOORS, TRIM, AND BATHS THRU/OUT, DCK UNFIN. 1ND SPCKE W/DAUGHTER NO INPD, ADD BCKG TO SKETCH-FRAMED NO AC OF SBRNG EST MC CE 14 + NEW BRCK ADD GENERATOR, TT BCK-DNPD, W/D SPCKE W/IR, NO TBLR FOR TBLR, ADD + GRN BTRD, NO SBRNG, GRN HCKE NEEDED PLCS/TRIM-ADD BRCKGTH CRRNTY MGR NG ANS PLNS FOR THE ADDITION CK 14	
EXTRA FEATURES AND NOTES	
Feature Type	Units Length x Width Size Adj Rate Cost Market Value Notes
BASIN (STRY)	900 20 x 30 87 15,000 86 2,132
W/IR (PCKT) SHED	200 10 x 20 85 4,000 80 2,000
FIREPLACE - 1 BRDND	1 100 2,500.00 100 2,500
SHED-WOODS	20 10 x 6 100 7,000 60 874
GENERATOR	1 100 5,000.00 100 5,000.00
	11,506
LAND SUMMARY	
Zone: RES Minimum Average: 1.00 Minimum Frontage: 200	
Site AVERAGE: Highway: GRAVEL/DIRT Road: PAVED	
Land Type	Units Area (Sq. Ft.) Area (Ac.) Size Road (Way) Topography Cont. Adj. Value \$/Sq. Ft. Tax Value Notes
1P RES W/FRONT	1,000sq 36,000 1.00 100 100 (100) 100 - BULLDOG 100 16,000 0.34 52,800
2P RES W/FRONT	14,000sq 3,150 0.73 97 100 - BULLDOG 85 20,000 0.34 28,000 TPO
2P RES W/FRONT	2,800,000sq 64 40.2 100 30 29,000 0.34 29,000 BAKER RIVER WE
1P RES W/FRONT	1,000sq 27 0.02 100 5 0 AVAILABLE FOR SALE
	15,900sq 60,500 0.80 88,800

MUNICIPAL SOFTWARE BY AVIAR
WENTWORTH ASSESSING OFFICE

PARCEL TOTAL TAXABLE VALUE			
Year	Building	Features	Land
2011	\$ 110,000	\$ 1,500	\$ 45,500
	Parcel Total: \$ 157,000		
2012	\$ 100,000	\$ 1,500	\$ 45,500
	Parcel Total: \$ 147,000		
2013	\$ 125,000	\$ 15,000	\$ 55,000
	Parcel Total: \$ 195,000		

Map: 000011 Lot: 000006 Sub: 000003 Card: 1 of 1 315 MT BICKENSLAKE HWY WENTWORTH Printed: 08/06/2013

PICTURE		OWNER		TAXABLE DISTRICT		BUILDING DETAILS																																									
		MOSE, GRANETTA N. 315 MT BICKENSLAKE HWY WENTWORTH, NE 01092		District: _____ Precinct: _____		Map: 2-0 STORY FRAME VICTORIAN Roof: GABLE HIP ASPHALT Ext: CEMENT CLAPBOARD Int: BRICK WALL Floor: HARDWOOD LINOLEUM OR SIM Max: OIL/JOIST SEATING																																									
		Address Number: _____		Bedrooms: 3 Bath: 4 1/2		Features: _____ Appliances: _____ Construction: _____																																									
		Date: _____ Permit ID: _____ Permit Type: _____ Notes: _____		A/C: No Quality: A2 AVG-20 Conn. Walls: _____ Size Adj: 0.8500 Room Rate: 0.0000 Htg. Rate: 0.0000 Sq. Foot Cost: \$ 79.67																																											
						BUILDING BREAKDOWN DETAILS																																									
						<table border="1"> <thead> <tr> <th>IN</th> <th>Description</th> <th>Area</th> <th>Adj.</th> <th>Effort</th> </tr> </thead> <tbody> <tr> <td>UPR</td> <td>UPPER FLOOR FIN</td> <td>1358</td> <td>1.00</td> <td>1770</td> </tr> <tr> <td>FRY</td> <td>FRY FLOOR FIN</td> <td>2008</td> <td>1.00</td> <td>2008</td> </tr> <tr> <td>GRD</td> <td>GRD FIN</td> <td>1358</td> <td>0.15</td> <td>794</td> </tr> <tr> <td>CON</td> <td>CONCRETE SLAB</td> <td>400</td> <td>0.10</td> <td>40</td> </tr> <tr> <td>EXT</td> <td>EXTERNAL FIN</td> <td>200</td> <td>0.10</td> <td>20</td> </tr> <tr> <td>INT</td> <td>INTERNAL FIN</td> <td>670</td> <td>0.20</td> <td>134</td> </tr> <tr> <td colspan="2"></td> <td>6,004</td> <td></td> <td>2,816</td> </tr> </tbody> </table>		IN	Description	Area	Adj.	Effort	UPR	UPPER FLOOR FIN	1358	1.00	1770	FRY	FRY FLOOR FIN	2008	1.00	2008	GRD	GRD FIN	1358	0.15	794	CON	CONCRETE SLAB	400	0.10	40	EXT	EXTERNAL FIN	200	0.10	20	INT	INTERNAL FIN	670	0.20	134			6,004		2,816
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		6,004		2,816																																											
UNIT BASE YEAR BUILDING VALUE																																															
Market Cap Rate: _____						\$ 1,000,000																																									
Year Built: _____						2000																																									
Classified For Age: _____						AVERAGE 5%																																									
Physical: _____						_____																																									
Functional: _____						_____																																									
Economic: _____						_____																																									
Temporary: _____						10%																																									
Total Depreciation: _____						25%																																									
Building Value: _____						\$ 270,100																																									

Map: 000011 Lot: 000064 Sub: 000015 Card: 1 of 1 ROW MT MOOSH LAURE HWY WESTWORTH Printed: 08/06/2013

OWNER INFORMATION		SALES HISTORY					PICTURE	
BOSTON & MAINE CORP		Date	Book	Page	Type	Price	Comments	
BOSTON & MAINE REAL ESTATE								
BOSTON & MAINE REAL ESTATE								
HIGHEST								
NORTH BELLEVILLE, MA 01860								
LAND DESCRIPTION		NOTES						
010101 ACRES		LOCATION OF MT MOOSH LAURE HWY AND LOCATION, ATLAS						
010201 TRAIL		THROUGH, AND USE OF LOT.						
010301 RD								
010401 URB								
010501 RURAL								
WENTWORTH ASSESSING OFFICE								
PERIODIC TAXABLE VALUE								
Year	Assessed	Exempt	Net	Value	Rate	Tax	Notes	
2011	5.0	0.0	5.0	5.0	5.0	5.0		
2012	5.0	0.0	5.0	5.0	5.0	5.0		
2013	5.0	0.0	5.0	5.0	5.0	5.0		
Period Total: 15.0								
LAND VALUE ADJUSTMENTS								
Form 502 Minimum Abatement: 1.0% Minimum Prorated: 20%								
Land Type	Units	Base Rate	%	Adj	Rate	Base	Adj	Notes
1-1000	1.0000	34.000	1.00	1.00	1.00	1.00	1.00	1.00
11-1000	1.0000	34.000	1.00	1.00	1.00	1.00	1.00	1.00
Total: 1.0000								

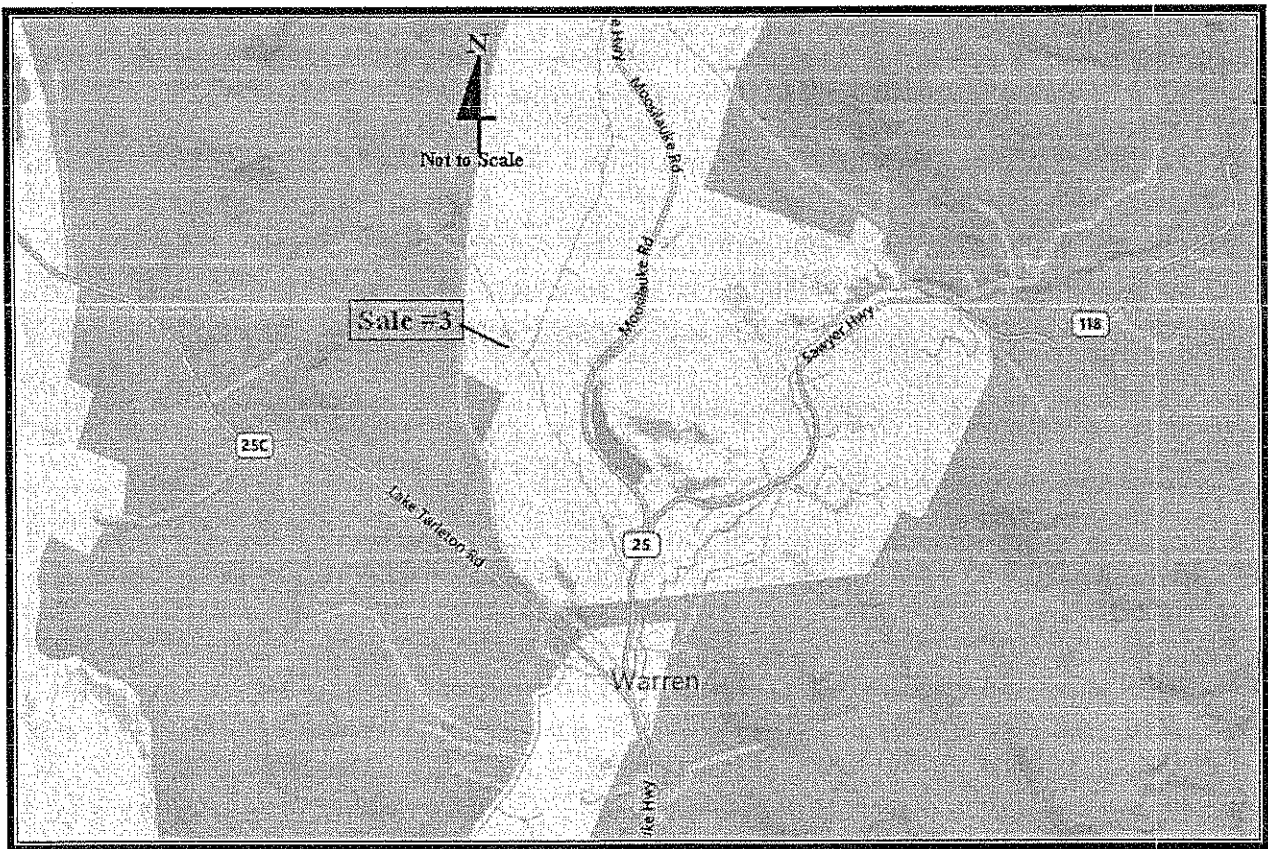
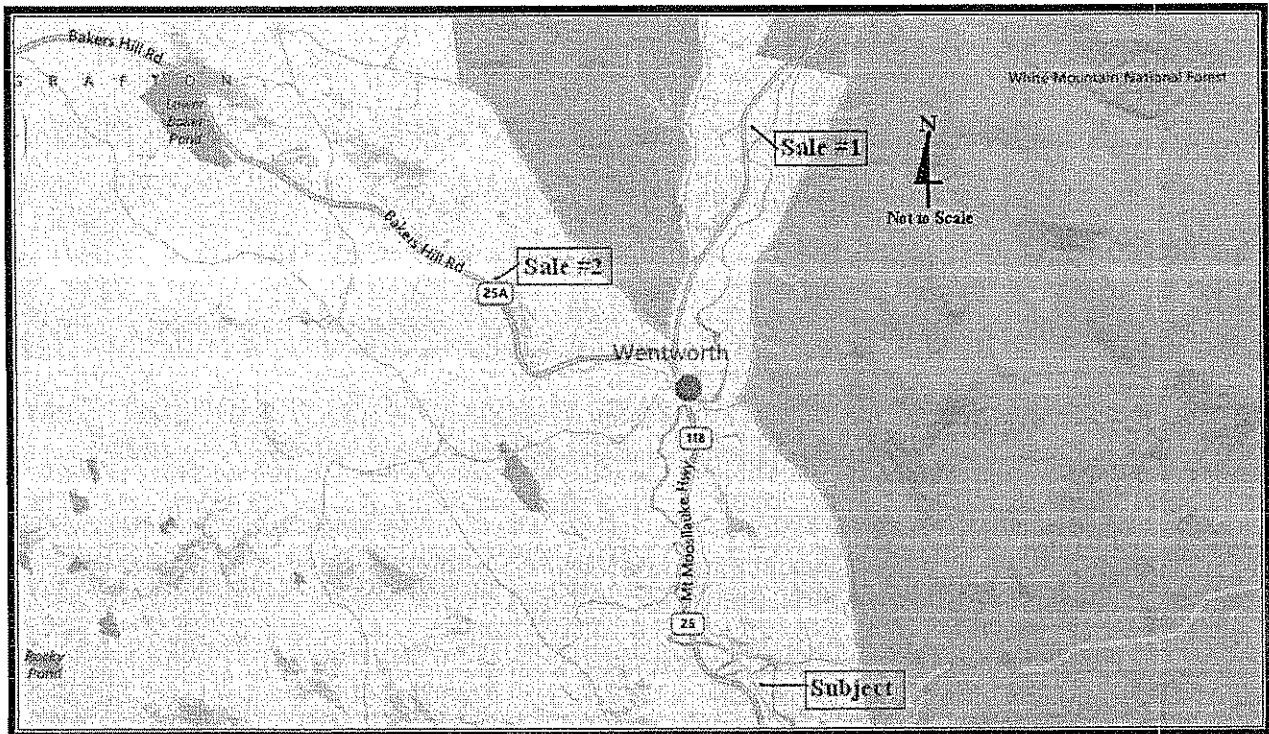
Map: 000001 Lot: 000000 Sub: 000000 Card: 1 of 1 ROW OLD RAILROAD WENTWORTH Printed: 08/06/2013

OWNER INFORMATION		SALES HISTORY				PETITION
BOSTON & MAINE CORP		Date	Book	Page	Type	Price
BOSTON & MAINE RAILROAD						
ROBIN HOBBS PARK						
HIGH STREET						
NORTH BLENHEIM, MA 01853						
UNIFORM HISTORY		NOTES				
001711	ECVL	RAILROAD ROW EXEMPT TRACKS CONTIGUOUS TO BULLS EYE LANE				
002111	TRPR	RD. SN'T WHILE ALL THE WAY INTO BLENHEIM. HIGH RAILR. FIRE DEPT				
003011	TR	OF LAND AND LOG.				
003400	4200					
004200	TRPR					

FORMER TYPE				WENTWORTH ASSESSING OFFICE			
Form Type (With Sub-Id)				Form			

LAND UTILIZATION									
Land Type	Minimum Acres	Maximum Acres	Minimum Acres	Maximum Acres	Minimum Acres	Maximum Acres	Minimum Acres	Maximum Acres	Minimum Acres
11-000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
11-000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
11-000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000

Subject and Sales Location Map



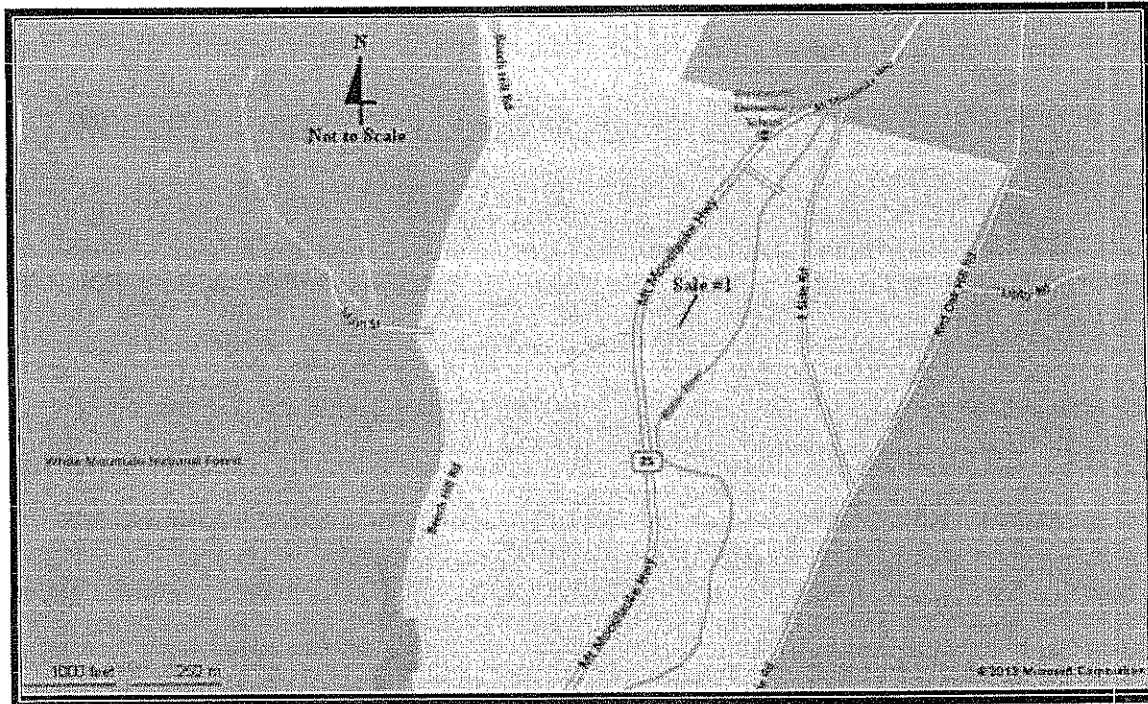
Sale #1

Address	1156 Moosilauke Highway aka NH Routes 25/118, Wentworth, NH		
Grantor	Glen H. and Delores V. Hinckley		
Grantee	Linda and Ronald Franz		
Condition of	arms length		
Sales Price	\$85,000	Date of Sale	9/30/2010
Financing	None recorded		
Confirmation	Confirmed with the broker, PA-34 form Sept. 2013		
Date Recorded	10/4/2010	Unit Price	\$5,030/acre
County	Grafton	Deed Type	Warranty
Tax Stamps	\$1,275	Book / Page	3736/592
Lot Size (ac)	16.90 acres +/-	Shape of Lot	irregular
Frontage (ft)	1,530'	Depth	800'+/-
Topography	level-rolling	Landscaping	open field, Christmas trees
Road Grade	at road grade	Road Surface	paved State maintained
Parking	adequate	Soils	sandy loam
Electric	available at road	Gas	none
Water	private	Sewer	private
Easements	NH Electric Coop & NET&T	Zoning	None

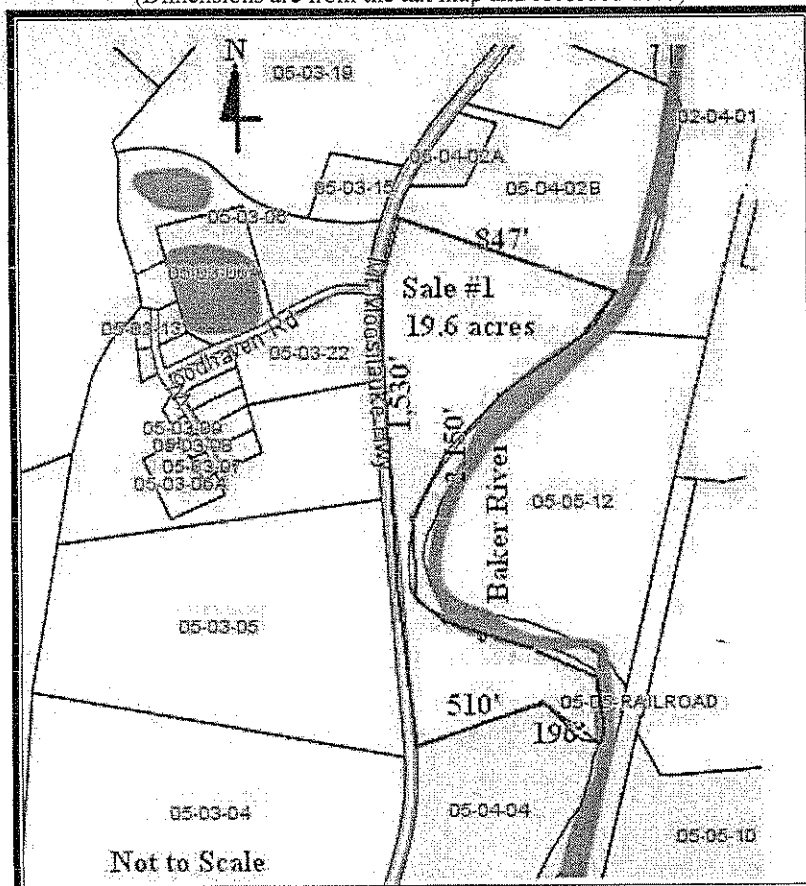
Highest and Best: Oversized Residential Building Lot on the Baker River

Comments: Tax Map: 5-4-2. The property was purchased for the new construction of a single family residence. The property has 150' +/- along the Baker River. It is primarily an open field with overgrown Christmas trees.

Location Map of Sale #1



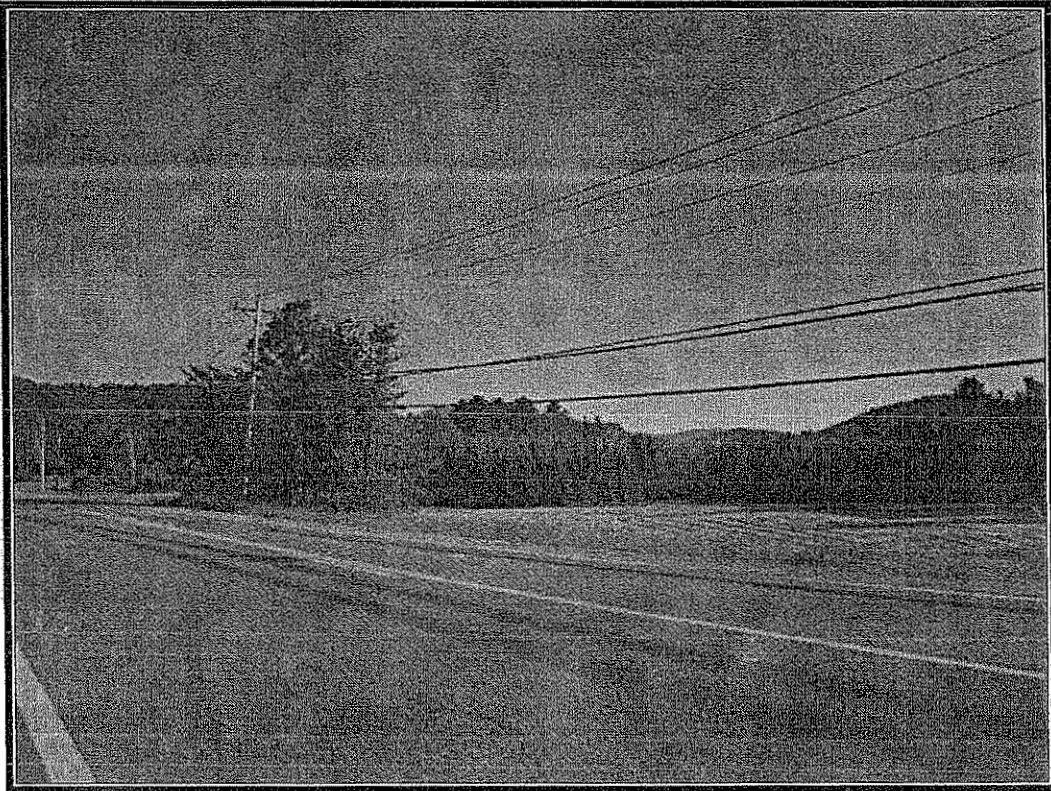
A Copy of the Tax Map (Dimensions are from the tax map and recorded deed)



Photograph of Sale #1

Date taken: September 19, 2013 by Jessie C. Tichko

Photo #1: Looking northerly at sale from NH Routes 25/118, Wentworth, NH.



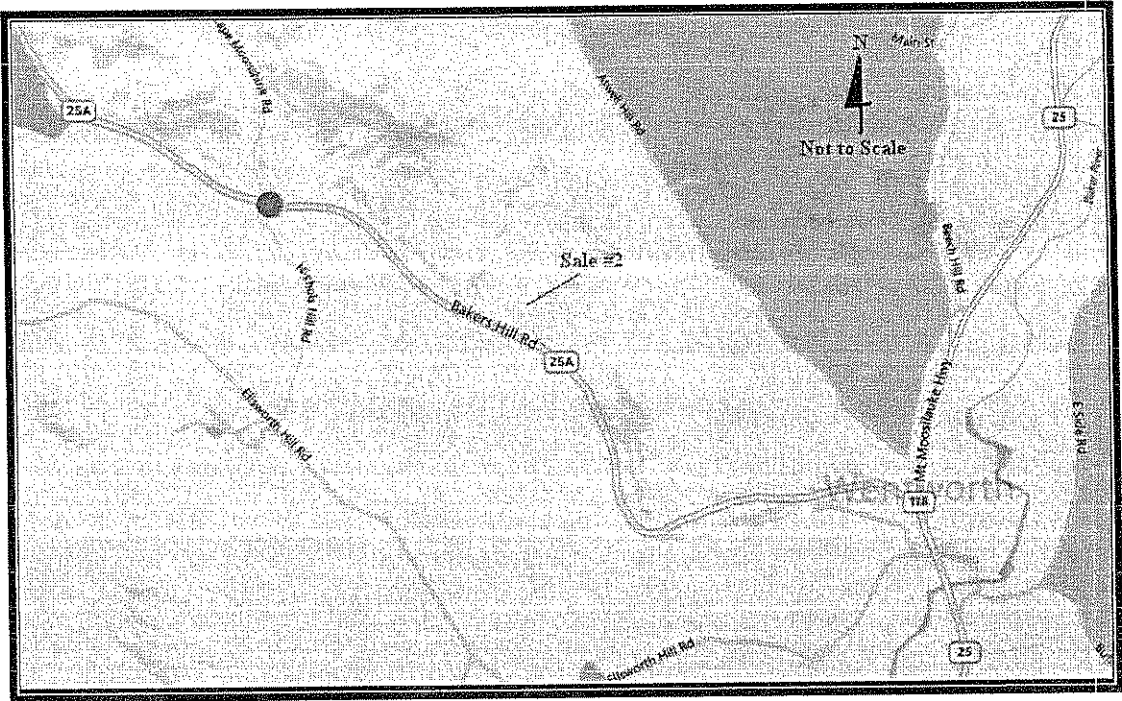
Sale #2

Address	NH Route 25A (Bakers Hill Road) and Old Orford Road, Wentworth, NH		
Grantor	Patricia E. Black		
Grantee	Daniel W. Gaffney		
Condition of	arms length		
Sales Price	\$68,300	Date of Sale	5/12/2010
Financing	None recorded		
Confirmation	Confirmed with the PA-34 form and town hall Sept. 2013		
Date Recorded	5/17/2010	Unit Price	\$3,432/acre
County	Grafton	Deed Type	Warranty
Tax Stamps	\$1,025	Book / Page	3700/539
Lot Size (ac)	19.91 acres +/-	Shape of Lot	irregular
Frontage (ft)	737.14' and 2,114'	Depth	700'+/-
Topography	-rolling	Landscaping	wooded
Road Grade	above road grade	Road Surface	paved State maintained
Parking	adequate	Soils	sandy loam
Electric	available at road	Gas	none
Water	private	Sewer	private
Easements	none	Zoning	None

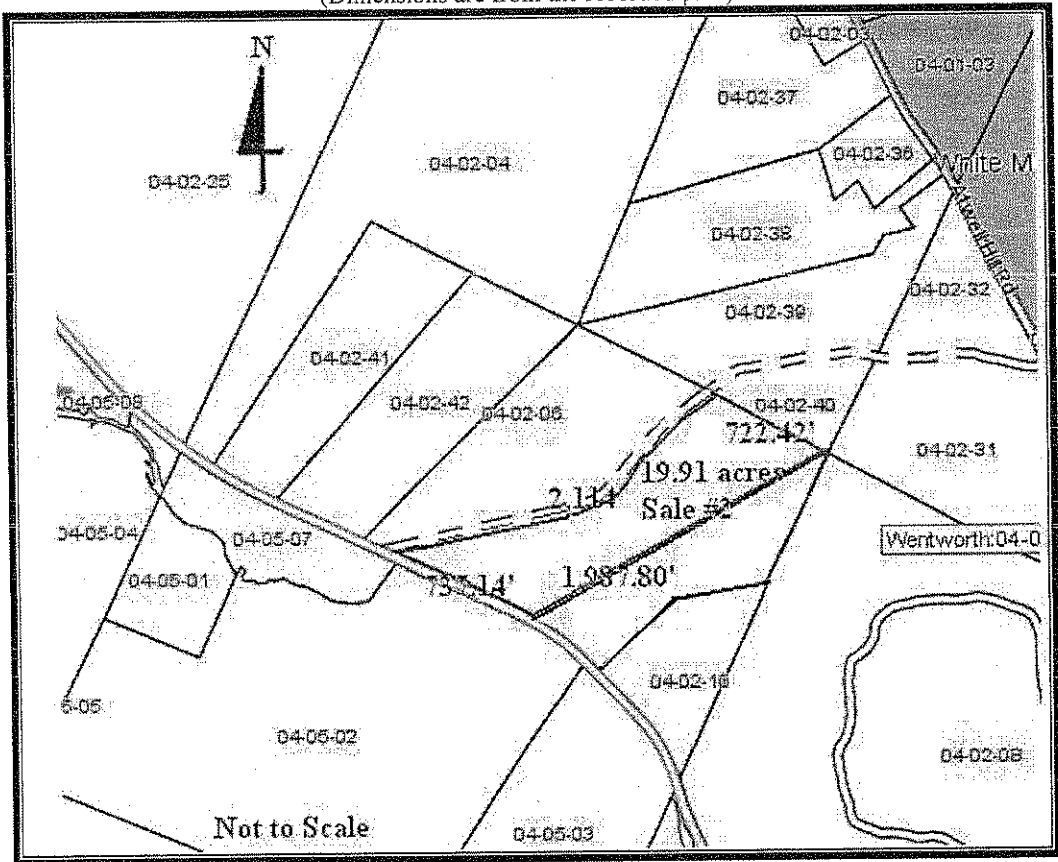
Highest and Best: Oversized Residential Building Lot

Comments: Tax Map: 4-2-43. The record deed has a restriction of no further subdivision of this lot. This property was purchased for the construction of a new residence. Old Orford Road is an unmaintained woods road.

Location Map of Sale #2



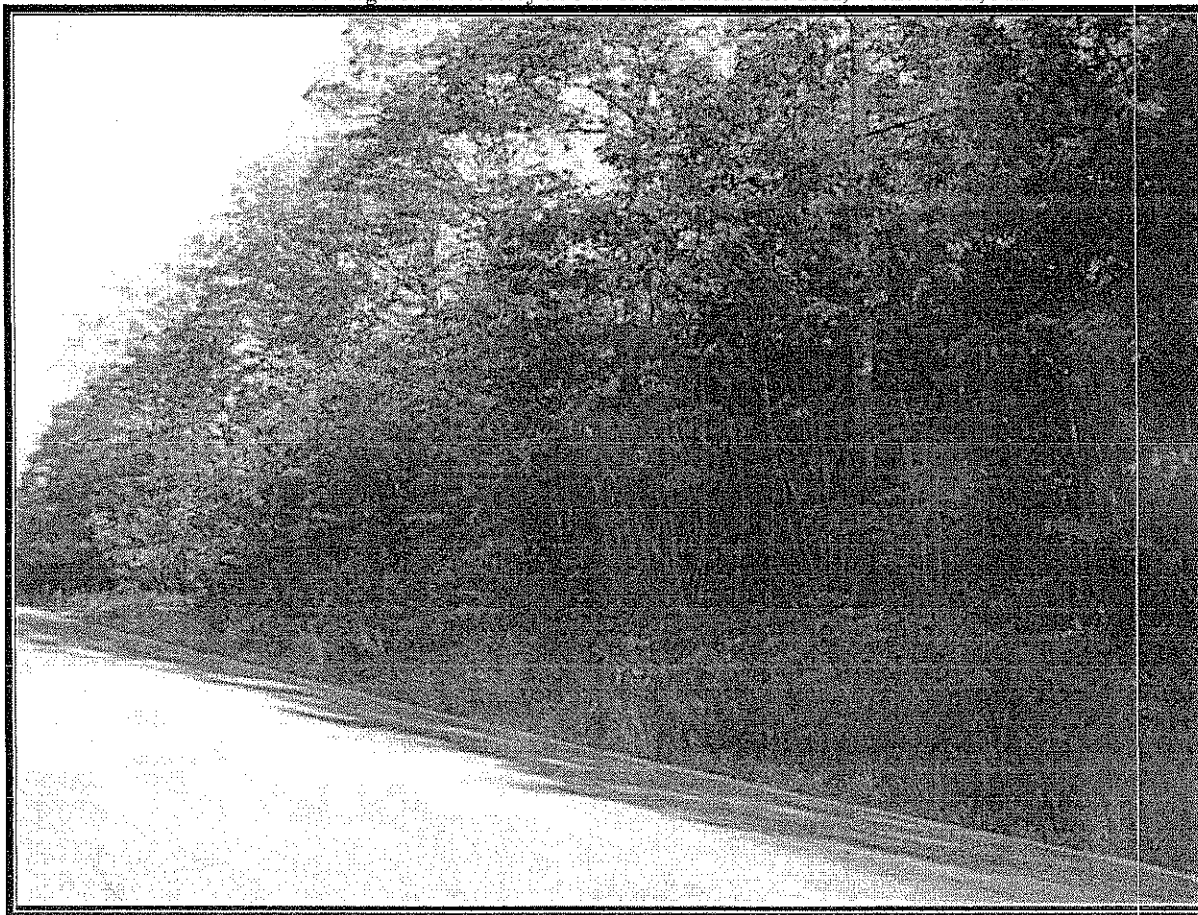
A Copy of the Tax Map
(Dimensions are from the recorded plan)



Photograph of Sale #2

Date taken: September 19, 2013 by Jessie C. Tichko

Photo #1: Looking northwesterly at sale from NH Route 25A, Wentworth, NH.



Sale #3

Address	Gould Hill Road, Warren, NH		
Grantor	Ronald B. Powell		
Grantee	Emily Clark		
Condition of	arms length		
Sales Price	\$68,300	Date of Sale	08/05/2011
Financing	None recorded		
Confirmation	Confirmed with the broker, PA-34 form and town hall Sept. 2013		
Date Recorded	08/15/2011	Unit Price	\$4,364/acre
County	Grafton	Deed Type	Warranty
Tax Stamps	\$1,025	Book / Page	3813/960
Lot Size (ac)	11.00 acres +/-	Shape of Lot	irregular
Frontage (ft)	366.96'	Depth	1,000'+/-
Topography	-rolling	Landscaping	open and wooded
Road Grade	at road grade	Road Surface	gravel town maintained
Parking	adequate	Soils	sandy loam
Electric	available at road	Gas	none
Water	private	Sewer	private
Easements	none	Zoning	None

Highest and Best: Oversized Residential Building Lot

Comments: Tax Map: 226-12-1. This property was purchased for the construction of a new residence.

PCL XL error

Subsystem: IMAGE

Error: ExtraData

Operator: ReadImage

Position: 79353

LRCP 14-021

STATE OF NEW HAMPSHIRE
INTER-DEPARTMENT COMMUNICATION

FROM: Charles R. Schmidt, PE
Administrator

DATE: June 10, 2014

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

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

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

REQUESTED ACTION

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

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

EXPLANATION

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

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

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

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

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

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

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

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

CRS/PJM/dd
Attachments

MAY 16 2013

RECEIVED



LRCP 13-022

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

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

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

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

May 15, 2013

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

Dear Mr. Schmidt,

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

Sincerely,

A handwritten signature in cursive script, reading "Jeffrey A. Pattison".

Jeffrey A. Pattison
Legislative Budget Assistant

JAP/pe
Attachment



DEPT. OF TRANSPORTATION
RIGHT-OF-WAY

NOV 26 2013

RECEIVED

LRCP 13-049

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

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

November 22, 2013

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

Dear Mr. Schmidt,

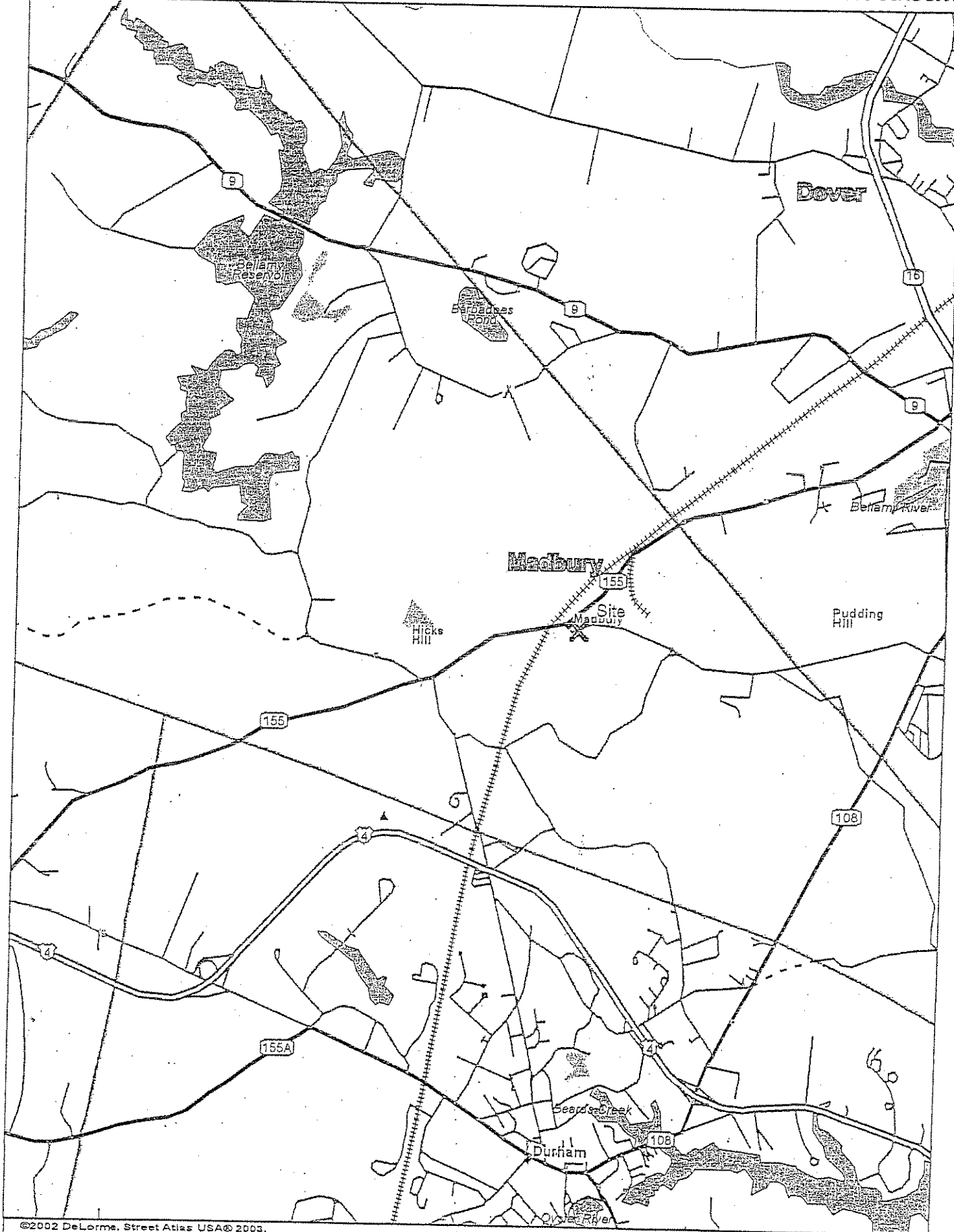
The Long Range Capital Planning and Utilization Committee, pursuant to the provisions of RSA 4:39-c, on November 20, 2013, approved the request of the Department of Transportation, Bureau of Right-of-Way, to amend the listing price from \$60,000 to \$25,000, allowing negotiations within the Committee's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

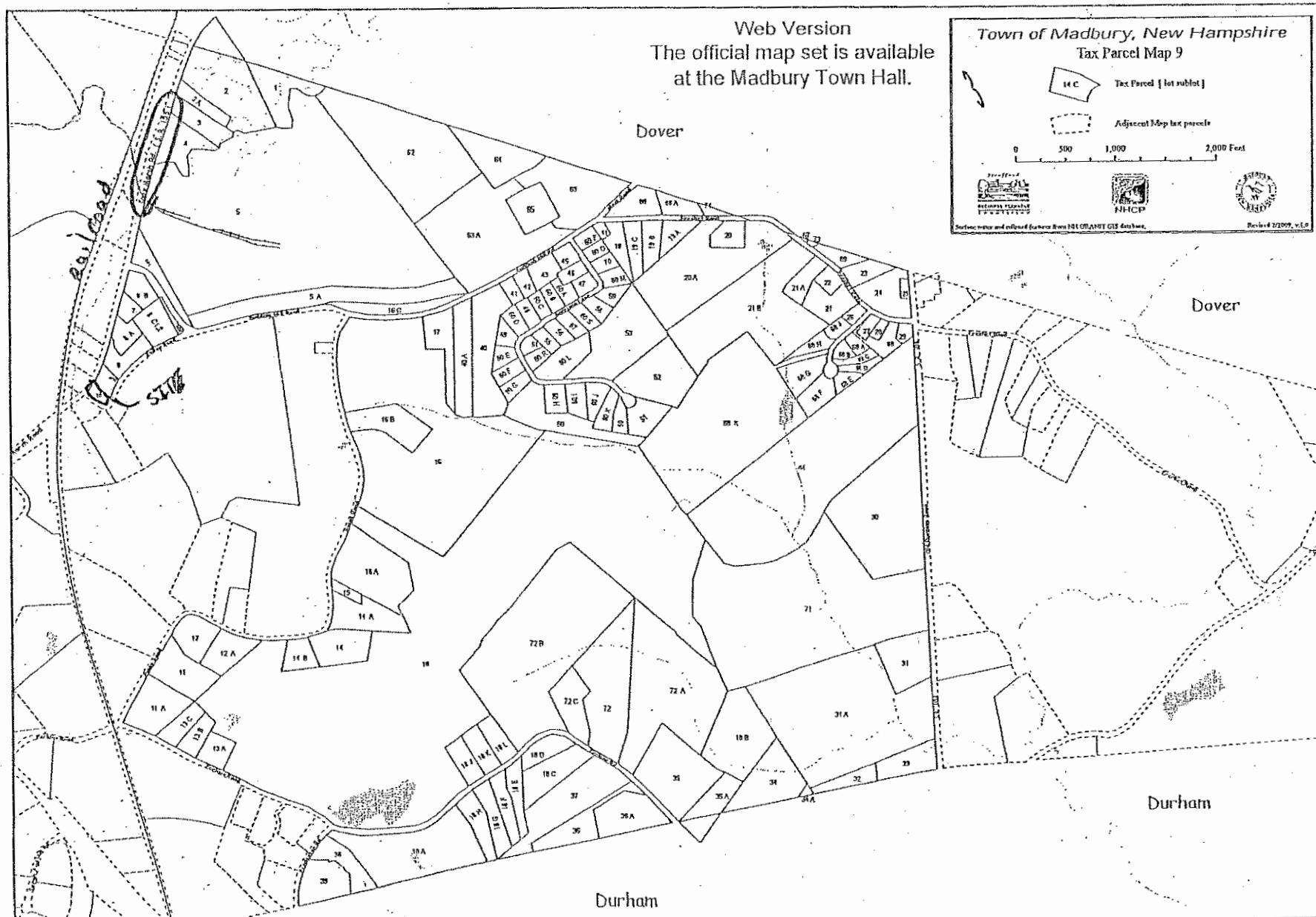
This item (LRCP 13-022) was originally approved by the Long Range Capital Planning and Utilization Committee on May 14, 2013.

Sincerely,

Michael W. Kane
Deputy Legislative Budget Assistant

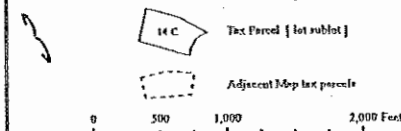
MWK/pe
Attachment



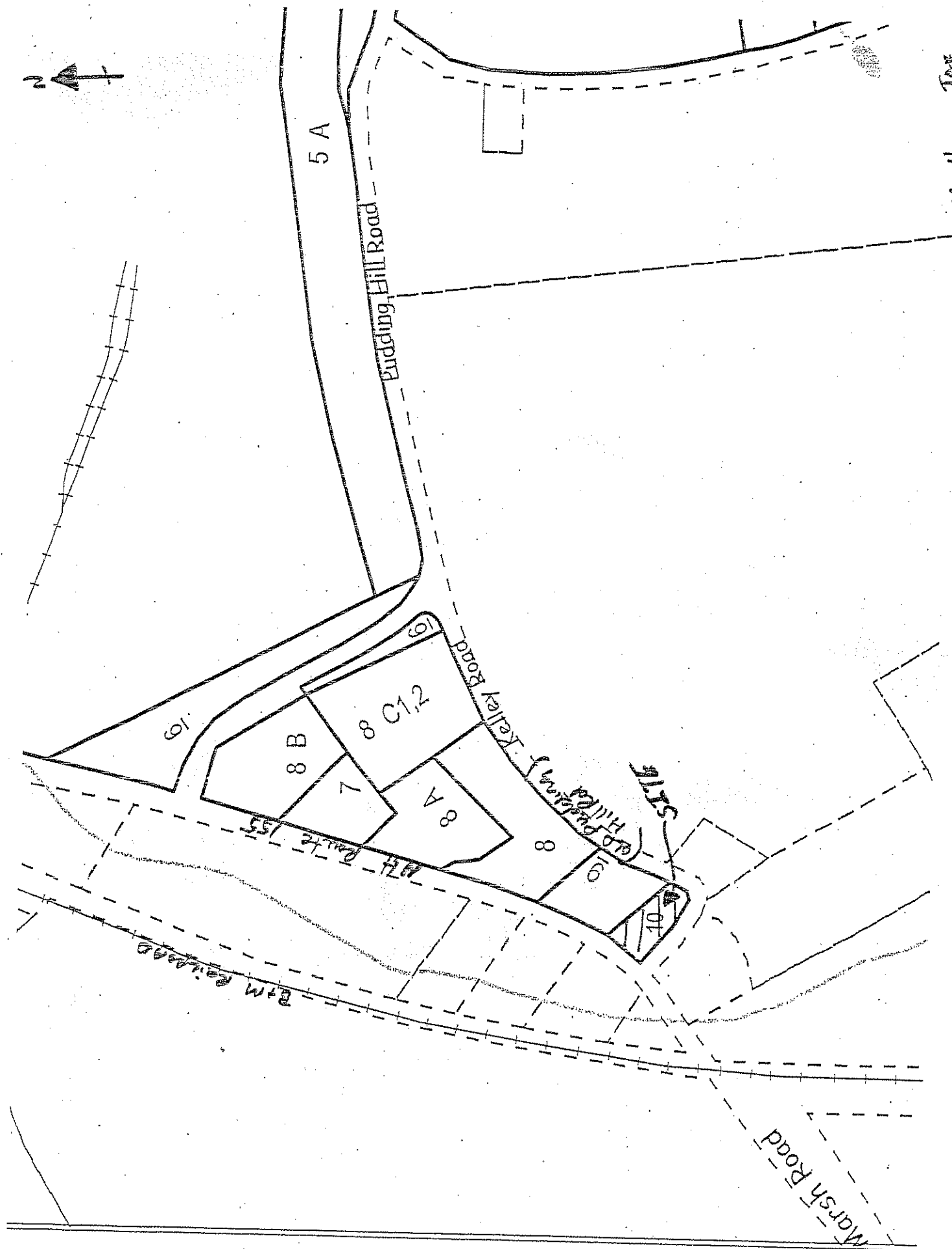


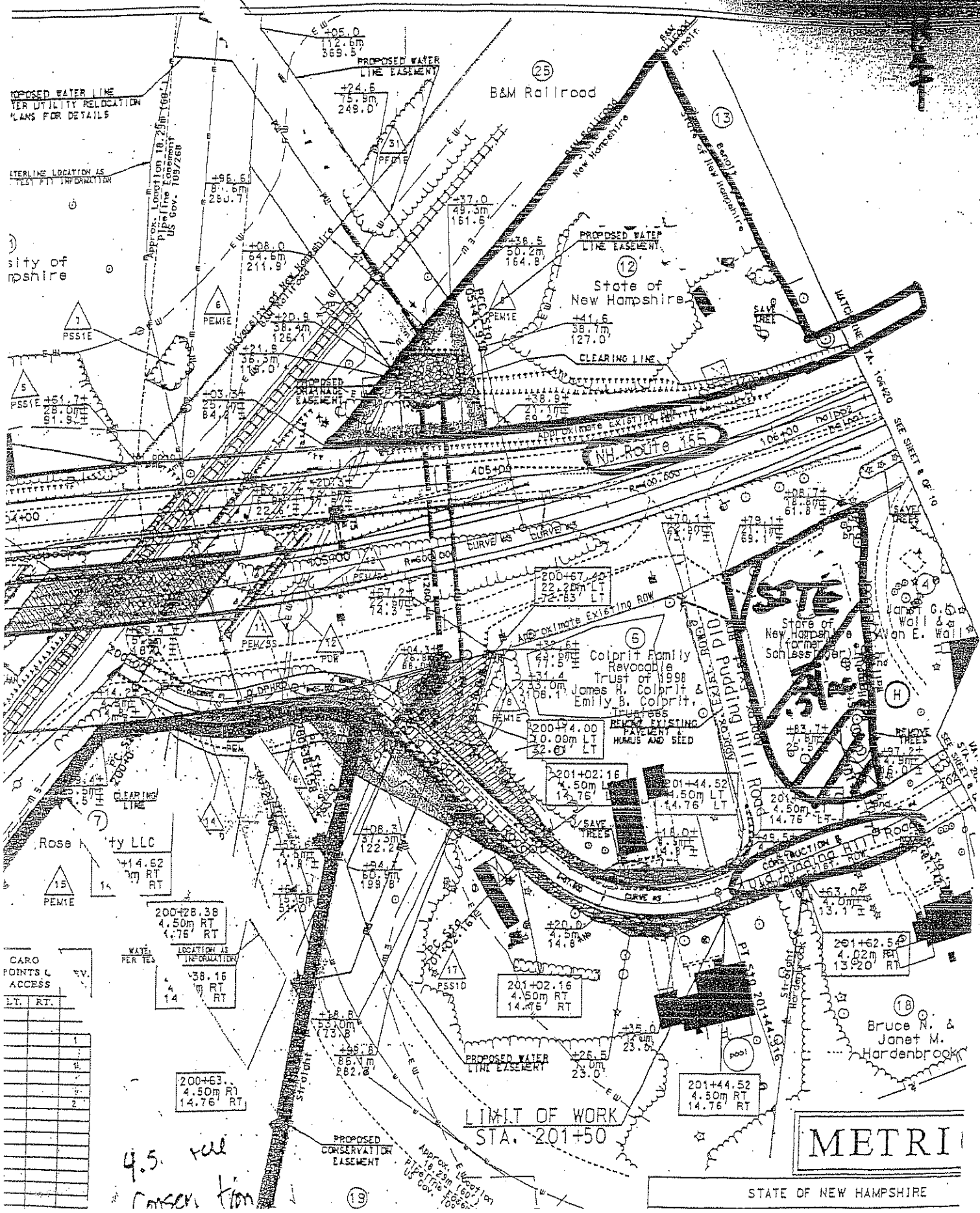
Web Version
The official map set is available
at the Madbury Town Hall.

Town of Madbury, New Hampshire
Tax Parcel Map 9



Madbury Tax
Map





PROPOSED WATER LINE
FOR UTILITY RELOCATION
PLANS FOR DETAILS

INTERLINE LOCATION AS
TEST PIT INFORMATION

City of
New Hampshire

B&M Railroad

PROPOSED WATER
LINE EASEMENT

State of
New Hampshire

NH Route 165

Colpritt Family
Revocable
Trust of 1998
James H. Colpritt &
Emily B. Colpritt,
Trustees

STE

State of
New Hampshire
Schlessenger

Rose Property LLC

CARO POINTS & ACCESS	
LT.	RT.
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WATER
PER TEST

200+28.38
4.50m RT
14.76 RT

200+63
4.50m RT
14.76 RT

200+63
4.50m RT
14.76 RT

LIMIT OF WORK
STA. 201+50

METRI

STATE OF NEW HAMPSHIRE

4.5 mile
conservation

STATE OF NEW HAMPSHIRE

INTER-DEPARTMENT COMMUNICATION

FROM: Charles R. Schmidt, PE
Administrator

DATE: April 25, 2013

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

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

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

REQUESTED ACTION

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

EXPLANATION

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

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

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

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

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

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

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

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

1. NH Housing Finance Authority
2. Town of Madbury

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

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

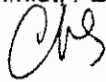
Authorization is requested from the Committee to enter into a listing agreement with Parade Properties for the sale of a 0.34 +/- acre parcel in Madbury at a value of sixty thousand (\$60,000.00) dollars for a term of one (1) year, with a real estate commission of 6% as described above, allowing negotiating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

CRS/PJM/dd
Attachments

STATE OF NEW HAMPSHIRE

INTER-DEPARTMENT COMMUNICATION

FROM: Charles R. Schmidt, PE
Administrator



DATE: November 4, 2013

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

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

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

REQUESTED ACTION

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

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

EXPLANATION

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

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

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

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

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

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

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

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

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

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

1. NH Housing Finance Authority
2. Town of Madbury

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

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

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

CRS/PJM/dd
Attachments

STATE OF NEW HAMPSHIRE
INTER-DEPARTMENT COMMUNICATION

14-022

FROM: Charles R. Schmidt, PE
Administrator

DATE: June 10, 2014

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

SUBJECT: Sale of Utility Easement over State Owned Land in Troy
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 sell a 5.32 acre Utility Easement over State owned land located on the northerly side of Quarry Road in the Town of Troy directly to Public Service of New Hampshire for \$7,700.00 which includes a \$1,100.00 Administrative Fee, subject to the conditions as specified in this request.

EXPLANATION

The Department of Transportation has received a request from Public Service of New Hampshire for the opportunity to acquire a 5.32 acre Utility Easement over a parcel of State owned land located on the northerly side of Quarry Road, in the Town of Troy.

This 150 foot wide Utility Easement is for the construction of a proposed electric transmission line to upgrade their service and meet their reliability commitment to ISO- NE in the area. This portion of the Utility Easement is located over a portion of a State owned parcel acquired in 2002 that was purchased in connection with the proposed Troy 10434 Bypass project. This project is no longer in the Department's 10 Year Plan and the Department is currently working towards formally terminating the project.

This proposed Utility Easement is located adjacent to Utility Easements owned by New England Power Company and another easement owned by Public Service of New Hampshire.

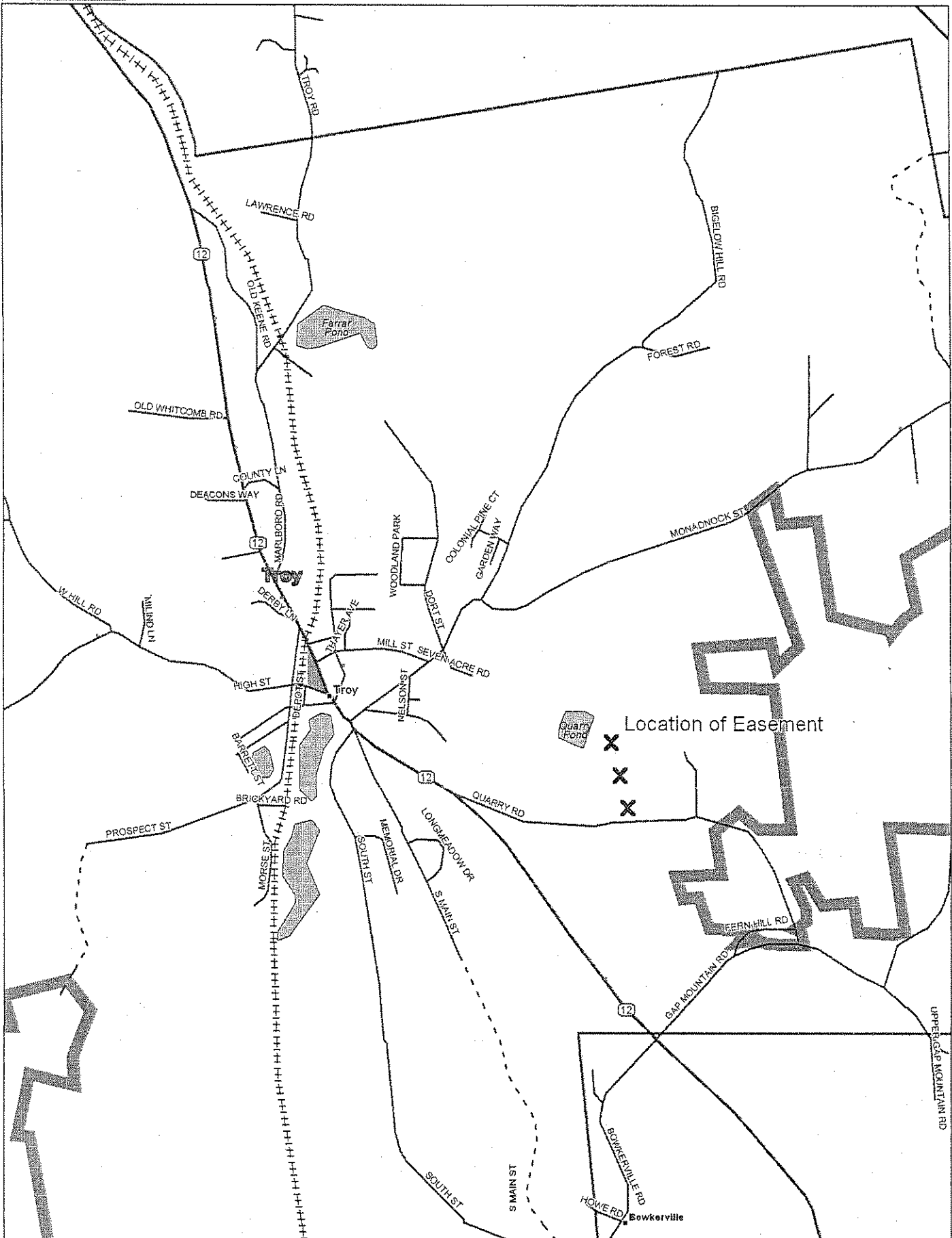
This request has been reviewed by this Department and it has been determined that this Utility Easement is surplus to our operational needs and interest.

A staff appraiser from this Department completed an opinion of value for the purpose of establishing a value for this 5.32 acre permanent Utility Easement. The appraiser used three (3) sales in the surrounding towns as comparables. Based upon the analysis and adjustments of those sales, it was felt that the value of the permanent Utility Easement over the parcel of State owned property as of May 23, 2014, to be \$6,600.00.

The Department proposes to sell this permanent Utility Easement to Public Service of New Hampshire for \$7,700.00, which includes an Administrative Fee of \$1,100.00.

Authorization is requested to sell the Utility Easement as outlined above.

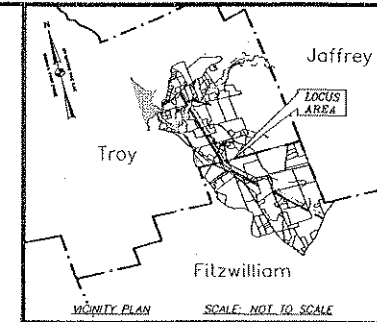
CRS/PJM/dd
Attachments



****NOT APPROVED FOR CONSTRUCTION****



**5.32 Ac
Easement**



COLER & COLANTONIO
ENGINEERS AND SCIENTISTS
26 E. SOUTH FINE ROAD
SHEFFIELD, NH 03081
603-335-9222
WWW.COLERANDCOLANTONIO.COM

NOTES

- 1) PURPOSE OF PLAN: TO SHOW A CONCEPTUAL BASE PLAN FOR THE ACQUISITION EFFORT.
- 2) THE BOUNDARIES SHOWN ARE COMPILED FROM AVAILABLE ASSESSOR MAPS AND DO NOT REPRESENT THE RESULTS OF PROPERTY REINDEMENT SURVEYS.
- 3) WETLAND DELINEATION IS COMPILED FROM INWS OBTAINED AT <http://epw.usda.gov/> AND DOES NOT REPRESENT A WETLAND SURVEY.
- 4) THE INFORMATION AND CONCEPT SHOWN ON THIS PLAN MAY CHANGE WHEN A MORE IN-DEPTH STUDY OF THE SITE CONDITIONS IS PERFORMED. NOTHING ON THIS PLAN IS WARRANTED AS FACTUAL AND THE USER SHOULD SATISFY THEMSELVES AS TO THE ACCURACY OF THE INFORMATION.
- 5) SOME OR ALL OF THE INFORMATION SHOWN ON THIS PLAN MAY NOT BE CORRECT AND COLER & COLANTONIO INC. SHALL NOT BE HELD LIABLE FOR ANY DAMAGES, COSTS, OR LAWSUITS THAT MAY OCCUR FROM THE USE OF THIS INFORMATION.
- 6) THE SUBJECT PARCELS HAVE NOT BEEN REVIEWED FOR FLOOD PLAIN IMPACT.
- 7) CONTRACTOR SHALL CALL 800-SAFE AT 1-800-645-6273 OR 603-883-4666 A MINIMUM OF 12 HOURS PRIOR TO THE START OF CONSTRUCTION.
- 8) THE PARCELS MAY BE SUBJECT TO CURRENT USE PENALTIES.
- 9) ALIGNMENT OF THE PROPOSED CONSTRUCTION OF THE TROY NH 12 BYPASS OBTAINED FROM NHDOT.
- 10) SOCIETY FOR THE PROTECTION OF NEW HAMPSHIRE FOREST (SPNHF) INFORMATION OBTAINED FROM <http://www.newhampshire.org/>
- 11) LOCATIONS OF EXISTING RIGHTS-OF-WAY (ROW) ARE APPROXIMATE ONLY.

LEGEND

- LL LINE LIST NUMBER
- PROPERTY LINE
- - - EXISTING PSNH EASEMENT
- - - EXISTING NEW ENGLAND POWER CO. EASEMENT
- - - PROPOSED PSNH EASEMENT
- - - WETLAND BOUNDARY
- - - WETLAND SYMBOL
- - - FEMA FLOOD PLAIN BOUNDARY
- - - FEMA FLOOD ZONE AREA

GRAPHIC SCALE



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NO.	DATE	DESCRIPTION	BY	APP.

PREPARED FOR:
**Public Service
of New Hampshire**
A Northern Utilities Company
100 Water Street, Nashua, NH 03063

DATE: JULY 24, 2013
SCALE: 1"=500'
OVERVIEW PLAN
TROY, NEW HAMPSHIRE

SHEET 1 OF 3

DATE: _____
CHECKED BY: _____
DRAWN BY: _____

JUL 24, 2013 - 12:19pm X:\Projects\PSNH Projects\Troy-Fitzwilliam\Troy GE0BASE.dwg

- Appraisal Report -

**Formerly State Project #10434 Troy
Formerly Parcel #28**

Tax Map 6 Lot 2

Unimproved 81.171acre Parcel

**North side of Quarry Road
Troy, NH**

Owned by:

The State of New Hampshire

Effective Date: May 23, 2014

Prepared for:

Philip Miles

Chief of Property Management

Bureau of Right-of-Way

NH Department of Transportation

7 Hazen Drive, P.O. BOX 483

Concord, NH 03302

Prepared By:

Jessie C. Tichko, NHCG #662

Staff Appraiser

Bureau of Right-of-Way

NH Department of Transportation

7 Hazen Drive, P.O. BOX 483

Concord, NH 03302



STATE OF NEW HAMPSHIRE



Letter of Transmittal

From: Jessie C. Tichko
Staff Appraiser NHCG #662

Date: June 10, 2014
At: NH Department of Transportation
Bureau of Right-of-Way

Subject: Appraisal Report
State Project: Formerly #10434 Troy Parcel #28
Tax Map: 6 Lot: 2
Owner: State of New Hampshire
Location: North side of Quarry Road, Troy, NH

To: Philip Miles, Chief of Property Management

Thru: Stephen Bernard, NHCG #654, Chief Appraiser

Thru: George LeMay, NHCG #38, Appraiser Supervisor
Bureau of Right-of-Way

This memo constitutes an appraisal report on the 81.171 acre subject property currently owned by the State of New Hampshire. In addition, Public Service Company of NH is interested in acquiring a permanent utility easement over 5.32 acres of the subject's 81.171 acre parcel for the expansion of their existing transmission lines. This appraisal report will first estimate the market value of the fee simple unencumbered interest of the 81.171 acre State owned parcel and then will estimate the easement value for the proposed 5.32 acre permanent utility easement, based on a percentage of fee value.

The effective date of value is May 23, 2014, the last date of inspection.

On basis of my inspection, investigation, study, and analysis, I am of the opinion that the fee simple unencumbered *market value* of the 81.171 acre State owned parcel located along Quarry Road in Troy, NH as of May 23, 2014, is \$134,000.

I estimate the value of the proposed permanent utility easement of 5.32 acres located on the State owned 81.171 acre parcel along Quarry Road in Troy, NH as of May 23, 2014 is \$6,600.

Respectfully,

Jessie C. Tichko
Appraiser NHCG #662

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Appraisal Certifications
Standards of Professional Appraisal Practice &
Additional State and Federal Certifications

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

- ♦ 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 with respect to the parties involved;
- ♦ I have performed no services, as an appraiser or in any other capacity regarding the subject property within the three-year period immediately preceding acceptance of this assignment;
- ♦ I have no bias with respect to any 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;
- ♦ neither my compensation nor my employment is contingent upon the reporting of a predetermined value or direction in value that favors the cause of my employer, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event;
- ♦ I will not directly or indirectly benefit from the acquisition of such property appraised;
- ♦ my analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP), the Uniform Appraisal Standards for Federal Land Acquisitions, and the appropriate State laws, regulations, policies, and procedures applicable to appraisal of right of way for these purposes;
- ♦ I have personally made an inspection of the property that is the subject of this report and the comparable sales relied upon for this appraisal;
- ♦ that the subject and the comparable sales were as represented by the photographs in this report.
- ♦ no one provided significant professional assistance to me in the preparation of this report;
- ♦ this report is to be used in connection with the acquisition of a right of way for a highway to be constructed by the State of New Hampshire with the possible financial assistance of federal aid highway funds or other Federal funds;
- ♦ no portion of the value assigned to the property appraised consists of items which are noncompensable under the established law of the State of New Hampshire;
- ♦ I have not revealed the findings and results of this appraisal to anyone other than the proper officials of the Department of Transportation of the State of New Hampshire and I will not do so until so authorized by State officials, or until I am either required to do so by due process of law or until I am released of this obligation by having publicly testified as to such findings.

June 10, 2014

Date

Jesse E. Pickler

Appraiser

Summary of Salient Facts and Conclusions

Identification of Subject Project: Formerly State Project #10434 Troy, Parcel #28

Address of Subject Project: North side of Quarry Road, Troy, NH

Tax Map and Lot Number 6-2

Owner of Record: State of New Hampshire

Contact Person: Phil Miles
NH Department of Transportation
Bureau of Right-of-Way
7 Hazen Drive
Concord, NH 03302
Telephone: (603) 271-3222

Inspection Date: I inspected the property on April 21, 2014 and May 23, 2014

Effective Date of the Appraisal: May 23, 2014, the last date of inspection

Land Area: 81.171 acres and proposed 5.32 acres of a Permanent Utility Easement by PSNH

Highest and Best Use: Potential Residential Development Land or Large Building Site

81.171acre Parcel Indicated Value by:

Sales Comparison	\$134,000
Income Approach	\$ N/A
Cost Approach	\$ N/A
Reconciled Market Value Estimate:	\$134,000 rounded as of May 23, 2014

Proposed 5.32 acre Permanent Utility Easement:

75% of Fee Value by Per Acre Unit **\$6,600 rounded (\$1,650/Acre x 75% x 5.32 acres)**

Underlying Assumptions and Limiting Conditions

Underlying Assumptions

- all maps, plans, and photographs used are reliable and correct.
- the Parcel area given to me has been properly calculated;
- broker and assessor information is reliable and correct;
- there are no encumbrances or mortgages other than those reported in the abstracts;
- information from all sources is reliable and correct unless otherwise stated;
- all personal property is excluded;

Limiting Conditions

I have relied upon the legal interpretations of others and have assumed their decisions are correct and valid. I have also relied upon the abstracts of title and other legal information available and take no responsibility for their correctness.

- Sketches 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.
- There are no hidden or unapparent conditions on the property, in the subsoil (including hazardous waste or ground water contamination), or within any of the structures that would render the property more or less valuable. I assume no responsibility for any of these conditions or the engineering that may be required to discover or correct them. If any contamination is found on the subject, this report becomes null and void.
- This appraisal is made based on Troy tax maps, recorded plans and abstract information. Any changes, additions, discrepancies, and / or revisions to any of the information provided to me subsequent to the date of this appraisal, may require an updated or new appraisal report.
- 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 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 assumptions and limiting conditions.
- Descriptions pertaining to the physical attributes of the subject parcel outlined herein are based upon visual inspection and sources readily available. No liability is assumed for any hazardous materials found on site. This property was appraised as a "clean" site.

Appraisal Problem

The NH Department of Transportation has obtained a request from Public Service Company of NH to purchase a permanent utility easement of 5.32 acres on the 81.171 acre State owned property for expansion of their transmission lines. This appraisal report will estimate the fee simple unencumbered market value of the 81.171 acre parcel and the proposed 5.32 acre permanent utility easement based on a percentage of fee per acre value.

Purpose and Function of the Appraisal Report

The purpose of this appraisal is to estimate the market value of the fee simple interest of the subject property and the proposed 5.32 acre permanent utility easement as of May 23, 2014, the effective date of this report and the last date of inspection. The property is being appraised in conjunction with a request from Public Service Company of NH to purchase a permanent utility easement of 5.32 acres for the expansion of their existing transmission lines.

The function of the appraisal is to assist the NH Department of Transportation Bureau of Right-of-Way Property Management Section in providing an estimated market value of the property and the proposed 5.32 acre permanent utility easement.

Client, Intended User, and Intended Use

Client:	The NH Department of Transportation (NHDOT)
Intended User:	Agents and officials of the NH Department of Transportation
Intended Use:	This appraisal report will be used by the NHDOT, Bureau of ROW, Property Management Section as a basis in selling the permanent utility easement to Public Service Company of NH. This appraisal report will also estimate the market value of the fee simple unencumbered interest of the property.

Present Use

The property is an unimproved 81.171 acre parcel on the north side of Quarry Road in Troy, NH.

Delineation of Title (10 years)

Grantor: Ina M. Clark

Grantee: State of NH

Book/Page: 1944/192 **Recorded Date:** 11/4/2002 **Deed:** Warranty

A copy of the recorded deed provided by the NH Department of Transportation, Bureau of Right of Way, is included in the addendum.

Definition of Market Value

The term "Market Value" is referenced in Section A-9 of the Uniform Appraisal Standards for Federal Land Acquisitions, 2000 Edition, and defined as:

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

Definition of Bundle of Rights

According to the Appraisal Institute's The Dictionary of Real Estate Appraisal, fifth edition, the definition of the Bundle of Rights is "The concept that compares property ownership to a bundle of sticks with each stick representing a distinct and separate right of the property owner, e.g., the right to use real estate, to sell it, to lease it, to give it away, or to choose to exercise all or none of these rights."

Easements

According to the Appraisal Institute's The Dictionary of Real Estate Appraisal, fifth edition, the definition of an easement is "the right to use another's land for a stated purpose."

Scope of Work

According to the 2014-2015 Uniform Standards of Professional Appraisal Practice (USPAP), the scope of work is defined as "the type and extent of research and analyses in an appraisal." The collection process begins with researching information on the subject property. Information concerning the neighborhood and market area was collected.

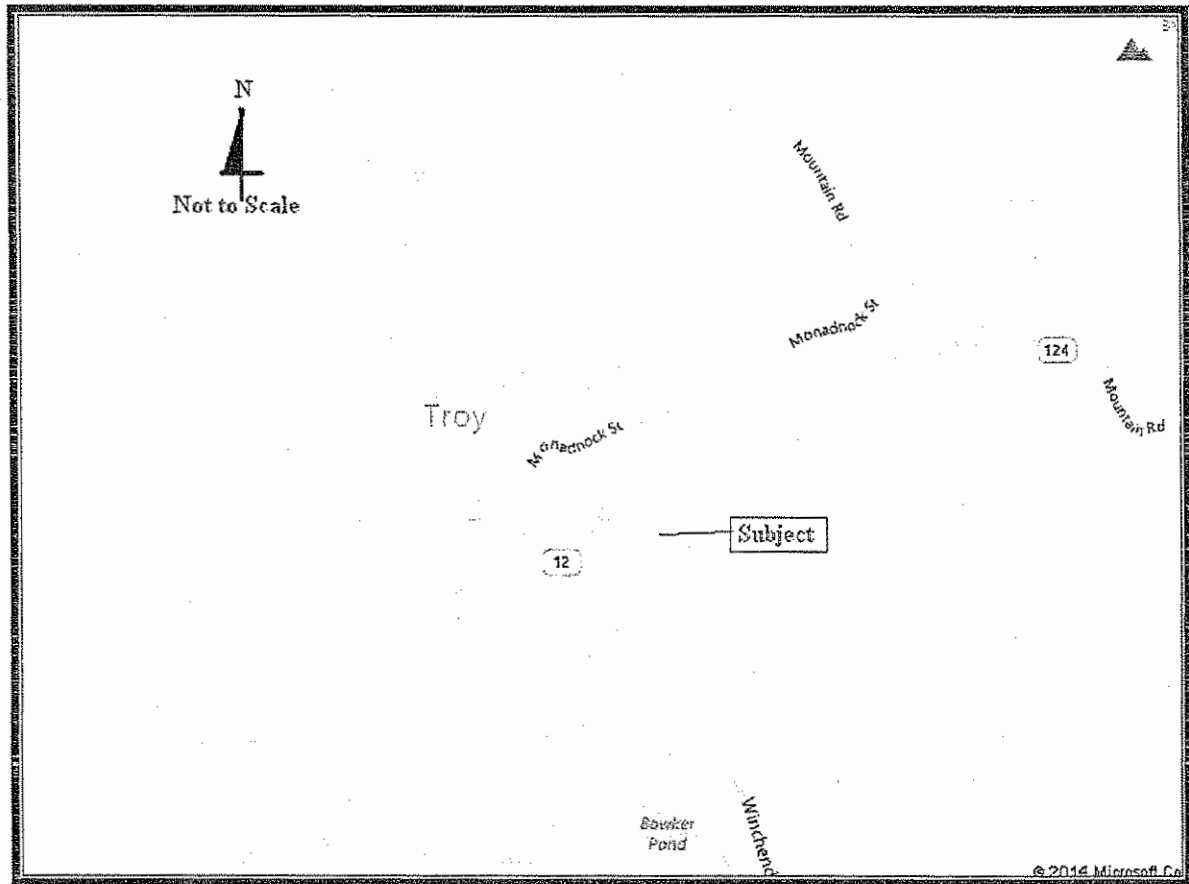
My investigations and research included an inspection and photographs of the State owned 81.171 acre parcel including the proposed 5.32 acre easement area located on the north side of Quarry Road in Troy, NH with the last inspection on May 23, 2014. I have relied on and examined city and county property records including assessment data and taxes, zoning regulations, access, and the available plans. I concluded the site's highest and best use based on legal, physical, and neighborhood land use characteristics, compiled comparable land sales data, verified and analyzed the data, and prepared this appraisal report. This appraisal report is prepared to convey my findings, summarize the market data, analyze the data, and estimate the requested values.

Property data was collected and compiled from several sources, including the town of Troy and surrounding communities, Cheshire County Registry of Deeds, Northern New England Real Estate Network site (MLS), CIBOR, Real Data, NH Department of Revenue, and local real estate professionals and assessors. After an investigation of the subject property, and the various sources of market information, the methods of valuation were selected and this report was prepared. The Sales Comparison Approach was determined to be the only applicable approach. Finally, I prepared this Appraisal Report in compliance with USPAP #2-2(a) governing appraisal reports.

Property Rights Appraised

The property is owned in fee simple interest, and will be appraised "as-is, in fee simple". Fee simple estate is defined in the fifth edition of the Appraisal Institute "The Dictionary of Real Estate Appraisal" as "absolute ownership unencumbered by any other interest or estate subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat." The subject property is a vacant site and will be the basis of this appraisal.

Area Analysis Town of Troy, NH Information



Municipal Data:

The town of Troy is located in the southern area of Cheshire County and encompasses a total of 17.4 square miles of land area and 0.2 square miles of inland water area. Troy is bounded on the north by Marlborough, on the east by Jaffrey, on the south by Fitzwilliam and Richmond and on the west by Swanzey.

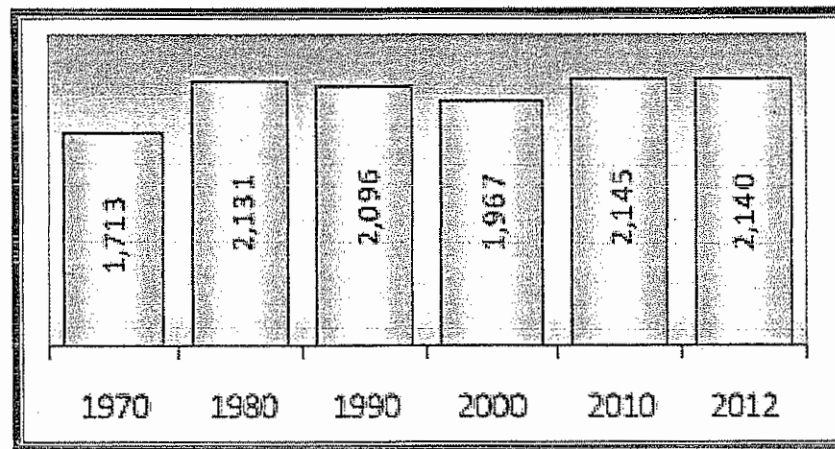
Primary access is provided by NH Route 12, a north-south state road bisecting the town and nearby NH Route 124 in Marlborough, NH. The nearest interstate and exit is Exit 3 along I-91 in Vermont, approximately 24 miles to the west. The nearest scheduled service airport, Manchester-Boston Airport, is 5739 miles to the east.

Troy is primarily a small rural community with 18.2% of residents working in town, 71.5% commute to another NH community, and 10.3% commute out of state.

The largest employers in Troy are as follows:

LARGEST BUSINESSES	PRODUCT/SERVICE	EMPLOYEES	ESTABLISHED
Inn at East Hill Farm	Resort, hotel	70	1974
Surell Accessories	Women's accessories	15	1981
Troy Auto Parts	Vehicles, repair, sales	8	1981
Minute Mart	Convenience store, gas station	8	1988
Dragon Palace	Restaurant	6	2004
Monadnock Berries	Blueberries, produce	5	2000
Mamadukes Diner	Restaurant	5	2006
J & J Auto Body	Automotive repair & service	4	1994
Eva's on the Common	Bakery & Café	3	2008
Baile McBreen's	Gift shop	2	2006

The first population census in Troy was taken in 1820 with 676 residents. The U.S. Census indicated the largest decennial percent change in population was 24% between 1970 and 1980. The population in Troy has increased and decreased since 1970 as shown on the table below.



As of the 2010 Census, Troy has 878 housing units with 511 units representing detached single-family dwellings. Troy has 257 multi-family units and 100 manufactured housing units. In 2010 Troy's median household income was \$50,125; ranked 176 out of 238 incorporated towns in NH by household income. Due to the nationwide economic decline, Troy has also shown a decline in the number of housing building permits.

Being a small community, the town of Troy is part of SAU 93 and is a part of the Monadnock Regional School District consisting of Fitzwilliam, Gilsum, Richmond, Roxbury, Sullivan and Swanzey. The nearest community college is River Valley in Nashua, NH and the nearest college/university is Keene State College in Keene, NH and Franklin Pierce College in Rindge, NH. Typical of a small NH town, Troy has elected selectmen, elected boards consisting of library, planning, zoning and cemetery and appointed positions for conservation, industrial development and Cheshire railroad corridor boards.

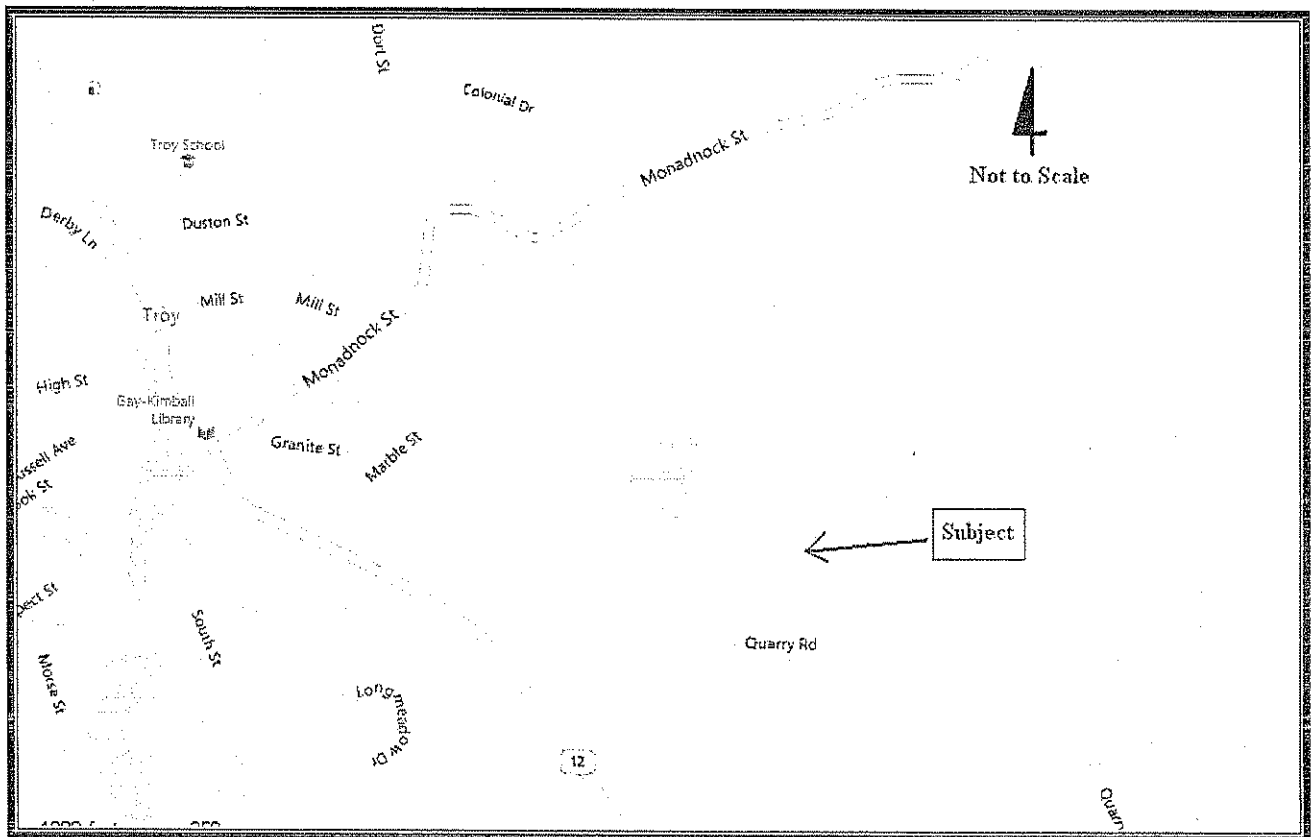
Overall, property values have declined in the past three-four years. In 2010 the average selling price of a single family residence was \$128,226 with an average number of days on the market of 71. This is compared to three years later, in 2013; the average selling price was \$98,766 with 139 days on the market or a difference of a decline in values of 23%. Due to the past national economical state, the town of Troy has not shown signs of rebound yet. There is an oversupply of residential properties on the current market which hopefully will revert to a more balanced supply and demand in the near future. The commercial market has also been limited due to the unstable market.

In conclusion, the slow turn around in Troy will eventually increase residential and commercial development with an increase in the town's population. The residents in Troy have a strong commitment to maintain the small rural atmosphere of the community.

Neighborhood

The subject neighborhood is defined as the immediate neighborhood along Quarry Road in Troy consisting of residential properties and large land tracts. Quarry Road supports only minimal local traffic and changes to a Class VI road beyond the crossing of the PSNH powerline easement.

Neighborhood Map



An aerial photograph showing a large, irregularly shaped area outlined in white. The text 'Approximate Location of the State Owned 81,171 acres' is printed within this outlined area. To the right of the outlined area, a north arrow points upwards, and the text 'Not to Scale' is printed below it. The photograph shows various geographical features, including what appears to be a body of water or a large wetland area within the outlined region, and a road or railway line running vertically through the center-right of the image.

Subject's Description

Introduction:

The property description is based upon:

- Inspection of the subject property was performed on May 23, 2014.
- A review of Troy Tax Map 6 Lot 2 and the assessment card.
- A recorded plan and an abstract of the subject property, prepared by NHDOT

Subject Description

The property is an unimproved irregular shaped 81.171 acre parcel located on the north side of Quarry Road in Troy, NH. The property has road frontages in three areas along Quarry Road ranging from 153' +/- to 367' +/- . The property is wooded with level to sloping terrain. There is a pond and stream on the property. The eastern property line abuts an existing PSNH powerline easement on the abutting property. The legal access is from town maintained Quarry Road. The daily traffic along Quarry Road is minimal consisting of only local traffic accessing residential properties on a dead end road. The available utilities consist of electricity, and telephone from Quarry Road. The property is located in the Rural District.

According to the Cheshire County Soil Survey, the majority of the subject's soils are 559B, Skerry fine sandy loam with 3-8% slopes, 60C, Tunbridge-Berkshire complex with 8-15% slopes, and 169C Sunapee fine sandy loam with 8-15% slopes. Skerry soils are moderately well drained soils with the potential for erosion but still can be used as prime farmland. Tunbridge-Berkshire soils are moderately deep well drained soils and may be limited for use due to the moderately steep slopes and bedrock at a depth of less than 40 inches. The Sunapee soils are moderately well drained soils with the potential for erosion. This limitation for development can be overcome by providing coarser grained base material to frost depth and installing drainage. A copy of the soils map is located in the addendum of this report.

According to the FEMA flood map # FM33005CO435E sated May 23, 2006, the majority of the subject property is *not* located in a flood zone; however, the pond and the stream are located in the Zone A. Zone A is an area subject to a 1% or greater annual chance of flooding in any given year. A copy of the Flood Map is located in the addendum of this report.

Photographs of the Subject Property
Photographs are taken by Jessie C. Tichko on April 21, 2014



Photo #1: Looking westerly at the subject's road frontage along Quarry Road, Troy, NH.



Photo #2: Looking easterly at the subject's road frontage along Quarry Road, Troy, NH.

Photographs of the Subject Property
Photographs are taken by Jessie C. Tichko on April 21, 2014

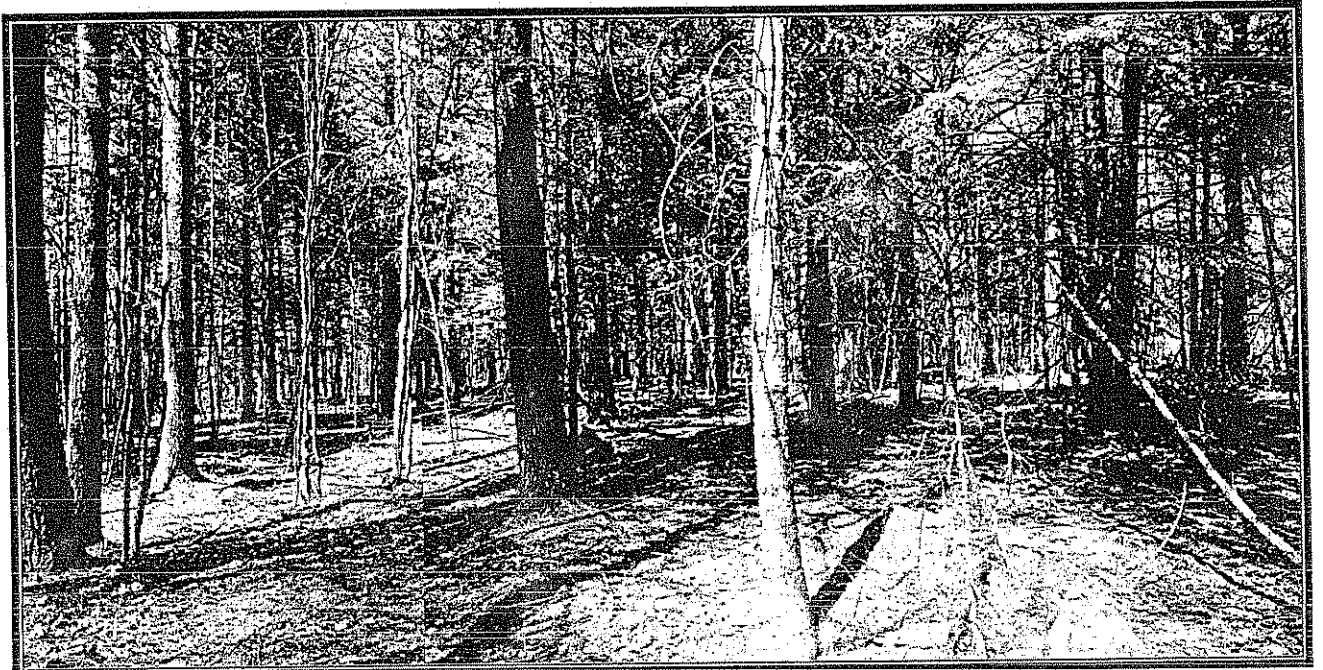


Photo #3: Looking northerly at the subject's interior, off of Quarry Road, Troy, NH.

Assessment Information

The Troy, NH Assessor's Office has provided the following information relative to the subject property:

Owner: State of NH

Address: Quarry Road, Troy, NH **Map and Lot Number:** 6-2

2013 Assessed Values

Building	N/A
Land	<u>\$175,000</u>
Total Assessment	\$175,000

Taxes Paid: exempt **Annual Real Estate Taxes:** N/A

Property in Current Use: No

Assessed values have been estimated by the NH Department of Revenue Administration to be approximately 110.5% of market value for 2012. The 2013 tax rate is \$36.26 per thousand.

A copy of the assessment card is included in this report in the addendum.

Zoning

The town of Troy presently is divided into 7 different zoning districts. Troy's zoning regulations were last amended in March 2014. The 7 zoning districts are as follows: Village District, Residential District, Rural District, Mountain District, Highway Business District, Light Industrial District, and Mill District.

The subject property is located in the Rural District.

Rural District

Minimum Lot Areas: 2 acres

Minimum Road Frontage: 200 feet

Setbacks:

Front: 35 feet

Side: 20 feet

Rear: 20 feet

Permitted Uses: one family dwelling, two family dwelling, agricultural uses, roadside stands, stables and riding academies, plant nurseries and greenhouse, veterinary hospitals, family day care, and sand and gravel excavation operations.

The subject property is a legal conforming lot of record.

Highest and Best Use of Subject Property: The highest and best use of the subject is as potential residential development land or as a large residential building site.

The Highest and Best Use of a property is considered to be that reasonable and probable use that supports the highest present value as defined as of the effective date of the appraisal. For a use to be considered the highest and best use, it must be physically possible, legally permissible, economically feasible, and maximally productive.

The subject's size, road frontage, shape and terrain support potential development opportunities. The property meets the current zoning setbacks, size and road frontage requirements for one of the permitted uses. Due to the past national economic state, the town of Troy has not shown signs of rebound yet. There is an oversupply of residential properties on the current market which hopefully will revert to a more balanced supply and demand in the near future. In time the town's population will increase supporting additional residential development prospects.

Therefore, as of the date of valuation, based upon the above factors, the highest and best use of the subject property would be as potential residential development land or as a large residential building site.

Valuation Premises

There are three basic approaches to valuing real estate. Each approach relies on available market research and data. Each approach will be briefly described below as it pertains to the subject property.

Approaches

Cost Approach - This approach is based upon the cost of reproduction or replacement minus accrued depreciation, plus the site value contribution and entrepreneurial, or developer's profit. This valuation technique is typically applicable when appraising properties that have not suffered significantly from depreciation such as well-designed newly built properties. The usefulness and accuracy of this approach is weakened if the improvements have excessive physical depreciation or suffer from functional and external obsolescence. The cost approach is not considered applicable in this appraisal, as the subject property is vacant land. Thus, the Cost Approach is not utilized in this report to estimate the market value of the subject.

Income Approach - This approach is based upon the premise that an informed buyer will pay a certain price based upon the return from a certain income stream produced by the property's actual income. In this area, land is not typically leased or purchased/owned for their ability to generate rental income; therefore, this approach was not utilized.

Sales Comparison Approach - This approach is based upon the premise that an informed buyer would not pay more for unimproved or improved property than the cost of another unimproved or improved property with the same or similar utility. In this approach, adjustments are made for the areas in which the sales differ from the subject property. The Sales Comparison Approach is considered applicable for the appraisal.

Conclusion:

The three alternatives provide the conceptual foundation for approaching the valuation of property rights in real estate. They are interdependent and interrelated, and they all require data from the same market area. In the valuation of the subject property, the Sales Comparison Approach was the only applicable approach to value that was utilized, as sufficient comparable sales were available

-Sales Comparison Approach-

The State of New Hampshire Department of Transportation conducts land appraisals in accordance with the Uniform Appraisal Standards for Federal Land Acquisitions, the "Yellow Book". The subject property was originally purchased with Federal funds; therefore, this appraisal is performed in accordance with the Uniform Appraisal Standards for Federal Land Acquisitions, and also in accordance with the State of New Hampshire Statutes, and USPAP.

By applying the Sales Comparison Approach, the sales analysis is based on the elements of comparison. The adjustments in this analysis are intended to reflect those conditions, which the buyers and sellers consider important and are present in various degrees between the subject and one or more of the comparables. The sales are summarized in a grid to allow side-by-side comparisons for use in estimating the relative economic impact of their differences. Based on the differences, each sale is adjusted to reflect market reaction to each significant feature. Conceptually, adding to the sales price for a deficiency in the comparable property as compared to the subject and deducting from the sales price for elements in a comparable, which are superior to the subject, will result in the adjusted sales price approaching the market value of the subject. Adjustments may be made on a dollar or percentage basis. It must be noted that some types of real estate are sold on a per unit basis such as land (per acre), subdivisions (per lot), commercial stores (per square foot), and so on. In this report, percentage adjustments were applied to the comparable sales. The unit of comparison on the following grid is per acre unit price.

My research consisted of gathering information of comparable properties from Real Data Research Service, NNEREN (MLS), Troy town offices, Cheshire County Registry of Deeds. I was able to confirm the comparable sales through the buyers, real estate brokers or when not possible I relied on the Department of Revenue Form PA-34.

Sales Analysis

The three comparables were the most comparable sales known to me and will be described below.

Land Sale #1:

Sale #1 is located on the south side of NH Route 124 in Marlborough, NH. It is an irregular shaped 68.50 acre parcel with 1,416 feet of road frontage along NH Route 124. The parcel is slightly below road grade with rolling wooded terrain. Sale #1 sold on October 30, 2014 for a recorded sales price of \$135,000 or \$1,971 per acre. The Grantee owns property on the north side of NH Route 124 and purchased this larger tract as an investment and currently uses it for recreation, i.e. trail riding.

Sale #1 is a good indicator of a larger residential land tract in Cheshire County in a rural residential neighborhood. This sale is superior in access due to its location along a State maintained road.

Land Sale #2:

Sale #2 is located on the north side of NH Route 119 in Rindge, NH. It is an irregular shaped 66 acre parcel with two areas of road frontage (669' & 1,520') along NH Route 119. There are two old class VI roads which bisect this property. This property is above road grade with level to rolling wooded terrain. Sale #2 sold on June 22, 2011 for a recorded sales price of \$125,000 or \$1,894 per acre. Since this transaction, the property has been subdivided into residential building sites ranging from 2-16 acres.

Sale #2 is a good indicator of a larger residential land tract in Cheshire County in a rural residential neighborhood. This sale is superior in access due to its location along a State maintained road

Land Sale #3:

Sale #3 is located on the north side of Staddle Hill Road in Winchester, NH. It is an irregular shaped 45.00 acre parcel with 782 feet+/- along gravel town maintained Staddle Hill Road. The neighborhood is rural residential. This property has rolling terrain and is wooded. Sale #3 sold on May 11, 2012 for a recorded sales price of \$62,000 or \$1,378 per acre. The Grantee also owns the abutting properties and uses them as recreation land. Upon confirmation, the Grantee stated he paid below what the market would bear at that time for this sale because the seller was going through a divorce and needed to sell the property quickly. Based on the Grantee's information and market information, an adjustment of 20% was applied to Sale #3 as an upward adjustment to recognize the buyer's motivation.

Sale #3 is a good indicator of a larger residential land tract in Cheshire County in a rural residential neighborhood. This sale is similar in location on a gravel town maintained road and in overall physical characteristics in comparison to the subject property.

Sales Grid

The three comparables shown in the following grid were the most comparable sales know to me. The description includes a percentage adjustment, 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 less favorable than, the subject site, a positive (+) adjustment is made, thus increasing the indicated value for the subject. The unit of comparison on the following grid is per acre unit price.

-Analysis Grid-

Item	Subject Property	Comparable Sale #1	Comparable Sale #2	Comparable Sale #3
Address	Quarry Road, Troy, NH	NH Route 124, Marlborough, NH	NH Route 119, Rindge, NH	Staddle Hill Road, Winchester, NH
Book/Page		2779/349	2698/449	2749/608
Sales Price		\$135,000	\$125,000	\$62,000
Price Per Acre		\$1,971/Ac.	\$1,894/Ac.	\$1,378/Ac.
Date of Sale	5/23/2014 Inspected	10/30/2012	6/22/2011	5/11/2012
Sales or Financing Concessions	Not Applicable			+20%
Adj./\$ per Acre		\$1,971/Ac.	\$1,894/Ac.	\$1,654/Ac.
Time Adjustment		-0-	-0-	-0-
Time Adj./\$ per Ac.		\$1,971/Ac.	\$1,894/Ac.	\$1,654/Ac.
Updated \$ per Ac.		\$1,971/Ac.	\$1,894/Ac.	\$1,654/Ac.
Location	Rural Res. Neighborhood	Similar	Similar	Similar
Physical Charact. Size	81.171 acres	68.50 acres	66.00 acres	45.00 acres
Access	Average	Superior	Superior	Similar
Timber	Wooded	Similar	Similar	Similar
Terrain	Level-rolling	Similar	Similar	Similar
		-15%	-15%	
Utility	Potential Residential Development Land or Large Residential Building Lot	Similar	Similar	Similar
Net Adjusted Total (excluding Time)		-15%	-15%	-0-
Indic. Value Per Acre		\$1,675/Ac.	\$1,610/Ac.	\$1,654/Ac.

Low: \$1,610/Acre

High: \$1,675/Acre

Mean: \$1,646/Acre

Basis of adjustments:

Due to the limitation of comparable sales of recent large land tract sales in the southwest section of NH, I expanded my sales research region to include Cheshire County. The three comparable sales used in this report are good indicators of large land sales and involve the transfer of the fee simple interests with no recorded financing. To the best of my knowledge, the sales reflect arm's length transactions.

The sales transferred from June 2011 through October 2012. Due to the decline in the real estate market for the past four years and the limitation in large land tract sales, no adjustments were applied for market conditions.

Physical Characteristics:

My research of large land tract sales in Cheshire County supported a close range in price per acre in the size range of 40+/- acres to 80+/- acres. No size adjustment was applied to the sales due to their closeness in size to the subject property and the indications of the current market. The major difference between the sales and the subject is location. Sale #3 is similar in location on a gravel town maintained road; however, Sales #1 and #2 have superior locations on paved State maintained road offering superior access and road maintenance. A sales comparison analysis was used between adjusted Sale #3 and Sales #1 and #2 indicating an estimated range of 12.67%-16.08%. A reasonable downward location adjustment of 15% was applied to Sales #1 and #2.

The sales analysis on the previous grid shows slight differences in several categories. Based on the current real estate market in the State, and similar highest and best use as residential development land or as a large residential building site, these characteristics do not seem to be individually recognized differences in the overall price.

-Reconciliation and Conclusion-

The land sales analysis results in adjusted per acre unit values from \$1,610 - \$1,675 or 4.04% difference between the adjusted low-high ends of the range. These sales represent the most recent comparable large land sales in Cheshire County. Sale #3 is the most similar to the subject property and no adjustments were warranted. The only adjustment applied to Sales #1 and #2 is for their superior location on a State maintained road. The heaviest weight was placed on Sale #3 due to its overall similarity to the subject property and due to the lack of adjustments.

Therefore, I estimate the market value of the fee simple interest of the State owned 81.171 acre parcel along Quarry Road in Troy, NH as of May 23, 2014 to be

\$134,000 rounded
(\$1,650/Acre x 81.171 acres)

Easement Calculations:

Public Service Company of NH is interested in obtaining a permanent utility easement on 5.32 acres of the subject's 81.171 acres for the expansion of a transmission line. The easement area is an irregular narrow strip of 150 feet wide, beginning on the north side of Quarry Road and running northerly along the eastern property line approximately 1,765 feet. The area is mainly wooded with some scattered pockets of wetland.

The subject's highest and best use was previously determined to be potential residential development or a large residential building site. The easement will be a permanent encumbrance on the subject property and includes many of the rights of the Bundle of Rights which may impact the future development of the property along the eastern area.

Based on these facts, I applied a 75% of fee value as a reasonable percentage to recognize the permanent encumbrance as shown below.

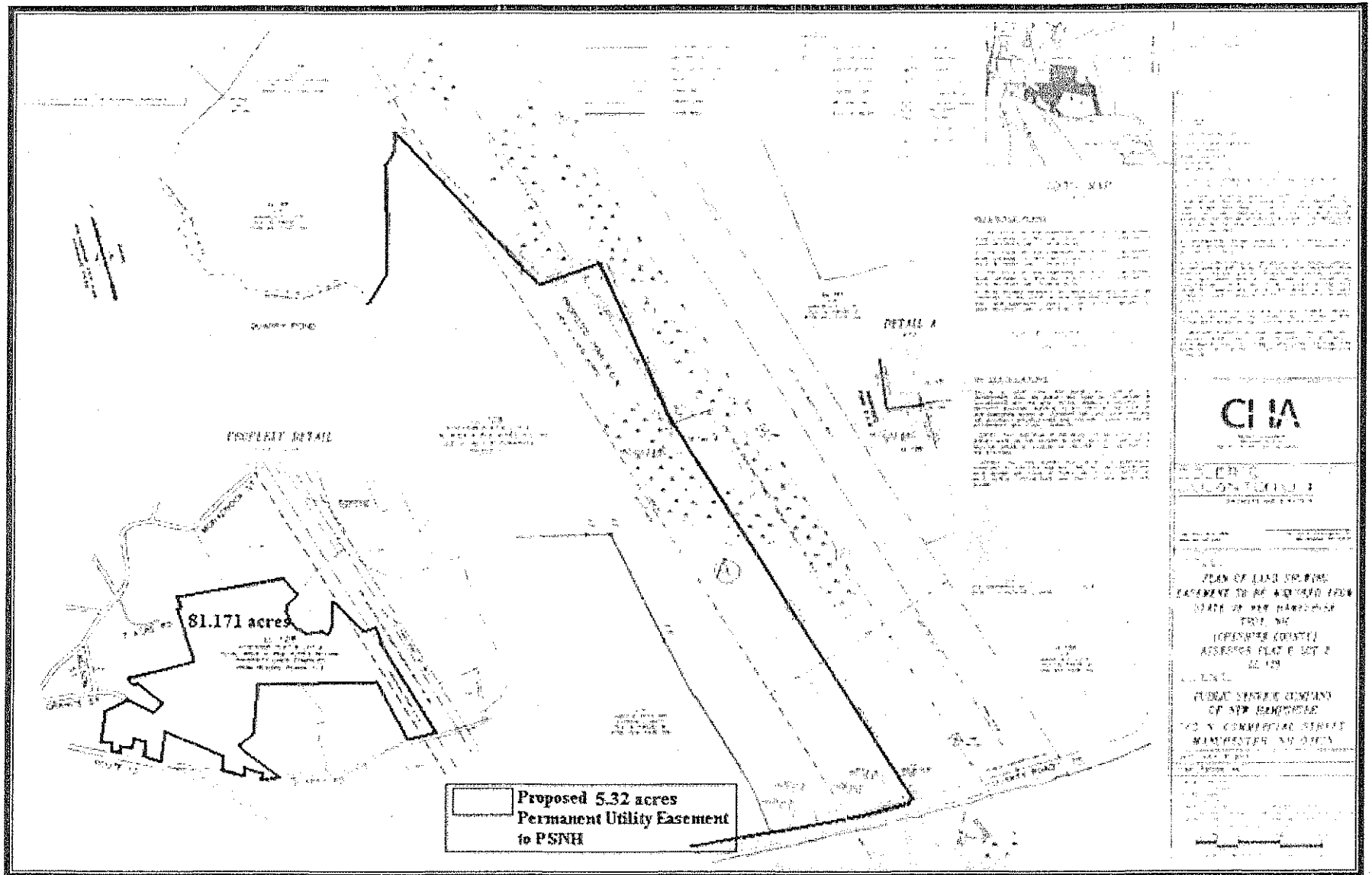
Therefore, I estimate the proposed permanent utility easement of 5.32 acres located on the State owned 81.171 acre parcel along Quarry Road in Troy, NH as of May 23, 2014 to be:

\$6,600 rounded

$(\$1,650/\text{Acre} \times 75\% = \$1,238 \text{ per acre})$

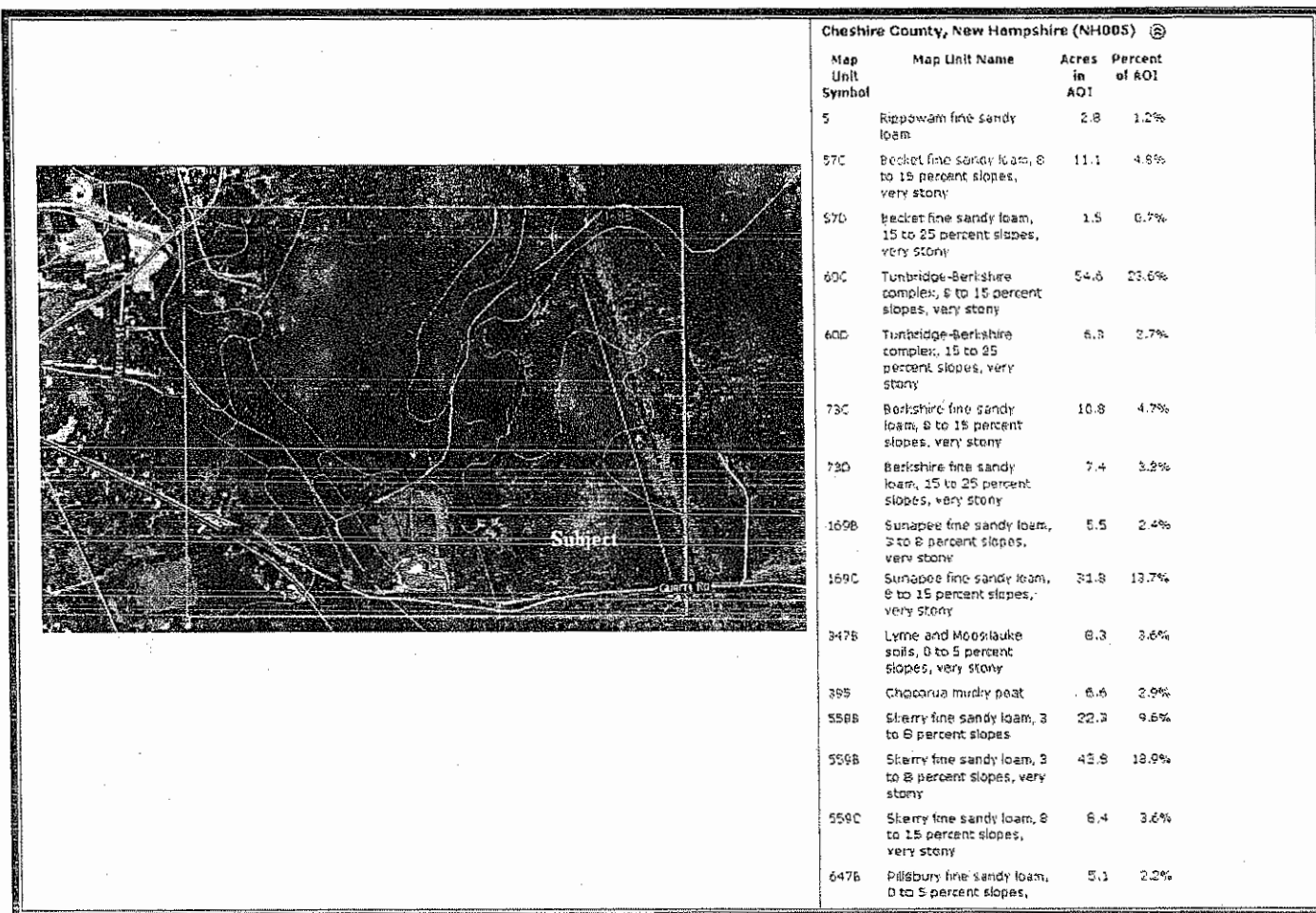
$(5.32 \text{ acres} \times \$1,238 \text{ per acre} = \$6,600 \text{ rounded})$

"Plan of Land Showing Easement to be Acquired from the State of NH by Public Service Company of NH"



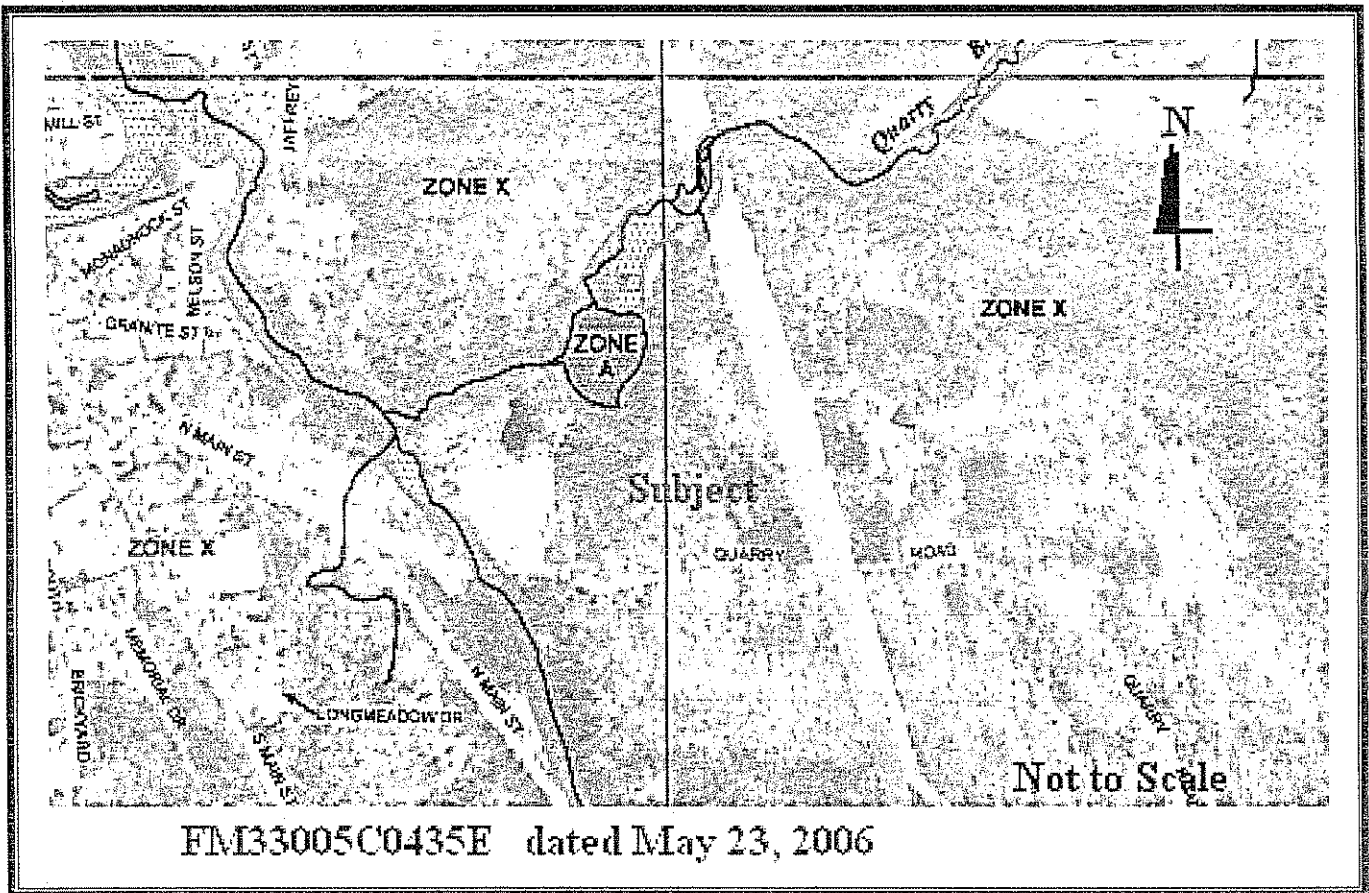
Soils Survey Map

According to the Cheshire County Soil Survey, the majority of the subject's soils are 559B, Skerry fine sandy loam with 3-8% slopes, 60C, Tunbridge-Berkshire complex with 8-15% slopes, and 169C Sunapee fine sandy loam with 8-15% slopes.



FEMA Flood Map

According to the FEMA flood map # FM33005CO435E dated May 23, 2006, the majority of the subject property is *not* located in a flood zone. The subject's pond and stream area are located in a Zone A with a 1% chance of flooding in any given year.



Appraiser Qualifications

JESSIE C. TICHKO

NHCG #662

Appraisal Experience	2005 to present time Real Estate Appraiser/Reviewer IV 2001-2005 Real Estate Appraiser III Bureau of Right-of-Way NH Department of Transportation Concord, NH
Education	1979 B.A. Wittenberg University Springfield, Ohio triple major: Science, Geography, & Education
Special Licenses	Certified General with the NH Real Estate Appraiser Board NHCG #662
Appraisal Courses	Society of Real Estate Appraiser Courses 101 and 102, <i>completed & passed</i> J.M.B. Realty Course: Appraising Income Properties, <i>completed and passed</i> M.R.E.B. Course: Advance Income Capitalization <i>completed and passed</i> International Right-of-Way Association Course 401 (Partial Takes), <i>completed & passed</i> I.R.O.W.A. Course 214 Expert Testimony <i>completed & passed</i> Appraisal Institute Course 430 Standards of Professional Practice <i>completed & passed</i> Uniform Standards of Professional Appraisal Practice 3 day class: <i>completed & passed</i> Appraisal Institute Course 710 Condemnation Appraising Principles & Applications <i>completed & passed</i> Appraisal Institute Course 720 Condemnation Appraising Advanced Topics & Applications <i>completed & passed</i> NH Certified Public Supervisory Program: 2 year program <i>Completed in 1 year</i>
Court Testimony	NH Board of Land and Tax Appeals, Superior Court

Legal Description

119007

015670

EX

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RECEIVED
RECORDS
2002 NOV 4 2002

BK 194460192

WARRANTY DEED

THAT I, the M. Clark, single, c/o Laura H. Clark of 1733 Rodman Street, Philadelphia 19146, County of Philadelphia, State of Pennsylvania, for consideration paid, grant to the State of New Hampshire, whose address is P.O. Box 483, 1 Haven Drive, Concord, New Hampshire 03302-0483, with WARRANTY covenants.

A certain parcel of land and buildings situated on the Northerly side of NH Route 12, as now traveled, in the Town of Troy, County of Cheshire, State of New Hampshire, as shown on a Plan of "Boundary Survey for the State of New Hampshire, NH Route 12 and Quarry Road Cheshire Co., Troy NH" Scale 1:1000 May 7, 2002, Revised June 12, 2002 Bounds set by Paul M. Darbyshire Associates, PO Box 248, Sawtooth Road, Gilmanton, NH 03237, bounded and described as follows:

Beginning at a 3/8" Flush Steel Rebar in the Northerly side line of NH Route 12 (Fitzwilliam Road), as now traveled, said point also being in the division line between land of the Grantor and land now or formerly of Irene Mallia,

thence N 16°29'16" E a Distance of 30.509 meters to a Steel Rebar,

thence N 64°51'06" W a Distance of 28.956 meters to a Steel Rebar,

thence S 22°18'30" W a Distance of 2.743 meters to a Steel Rebar,

thence N 64°45'28" W a Distance of 9.853 meters to a Steel Rebar,

said courses being along land now or formerly of Irene Mallia,

thence N 23°09'32" E a Distance of 115.397 meters with a stone wall to a point,

along land now or formerly of Margaret A. Letourneau, Nancy M. and Edward J. Saari,

thence N 73°39'48" E a Distance of 56.414 meters with a stone wall to a point,

thence N 79°46'06" E a Distance of 22.225 meters with a stone wall to an Iron Pipe,

thence N 45°39'40" E a Distance of 9.163 meters to a Flush Steel Rebar,

said courses being along land now or formerly of Frank J. and Joan E. Obuchowski and land now or formerly of Ann Scheid,

thence S 52°57'54" E a Distance of 111.557 meters to a Steel Rebar,

thence N 49°38'06" E a Distance of 35.000 meters to a Steel Rebar at the top of the bank of a brook,

thence N 49°38'06" E a Distance of 10.415 meters to a point in the thread of said brook,

thence 123 meters along the thread of the brook to a point (tie line

N 39°46'40" W a Distance of 111.585 meters),

thence S 49°38'06" W a Distance of 14.222 meters to a Stone Bound,

said courses being along land now or formerly of Edward R. Lang,

thence N 28°27'00" W a Distance of 31.015 meters to a Stone Bound,

thence N 56°01'43" E a Distance of 12.299 meters to a point in the thread of brook,

thence 8.8 meters along the thread of said brook to a point (tie line N 22°34'37" W a Distance of 8.864 meters), said courses being along land now or formerly of Edward R. and Stanley M. Lang,

thence S 88°47'30" E a Distance of 7.464 meters to a point at the end of a Stone Wall,

thence S 88°49'50" E a Distance of 28.204 meters with said Stone Wall to a point,

thence S 86°45'46" E a Distance of 17.109 meters with said Stone Wall to a point,

thence N 89°01'54" E a Distance of 18.659 meters with said Stone Wall to a point,

thence S 81°38'49" E a Distance of 12.591 meters with said Stone Wall to a point,

said courses being along land now or formerly of Terri A. Dushuan and land now or formerly of David A. Bogdanovic, Jr.,

thence S 87°04'45" E a Distance of 42.922 meters with said Stone Wall to a point,

thence S 88°14'53" E a Distance of 42.264 meters with said Stone Wall to a point,

thence S 85°19'08" E a Distance of 13.179 meters with said Stone Wall to a point,
 thence S 87°10'21" E a Distance of 32.556 meters with said Stone Wall to a point,
 thence S 77°20'00" E a Distance of 2.771 meters with said Stone Wall to a point
 thence S 89°31'04" E a Distance of 22.383 meters with said Stone Wall to a Drill Hole in said Stone
 Wall, said point also being the intersection of another Stone Wall,
 thence N 03°13'21" W a Distance of 30.401 meters with said Stone Wall to a point,
 thence N 01°07'45" E a Distance of 2.427 meters with said Stone Wall to a point,
 thence N 03°23'42" W a Distance of 57.726 meters with said Stone Wall to a Steel Rebar,
 said courses being along land now or formerly of Kenneth H. LaPointe and Lisa L. Hautanen,
 thence N 00°45'00" E a Distance of 5.748 meters to a Iron Axle (the line Axle to Stone Wall S 21°54'08"
 W a Distance of 1.005 meters),
 thence N 03°48'04" W a Distance of 104.453 meters with said Stone Wall to a Steel Rebar, said point
 also being the intersection of another Stone Wall,
 said courses being along land now or formerly of Kenneth H. and Barbara E. LaPointe,
 thence N 88°56'01" E a Distance of 11.172 meters with said Stone Wall to a Drill Hole at the intersection
 of another Stone Wall,
 thence N 08°54'41" W a Distance of 50.556 meters with said Stone Wall to the intersection of another
 Stone Wall,
 said courses being along land now or formerly of Norman P. and Mary L. Letourneau,
 thence S 85°28'11" E a Distance of 52.944 meters with said Stone Wall to a point,
 thence S 85°31'09" E a Distance of 102.387 meters with said Stone Wall to a point,
 thence S 63°36'19" E a Distance of 13.370 meters with said Stone Wall to a point,
 thence S 81°46'16" E a Distance of 15.760 meters with said Stone Wall to a drill hole,
 said courses being along land now or formerly of Craig W. Chamberlain and Bernard Chase, Trustees of
 The Berkach Group Realty Trust,
 thence S 86°10'37" E a Distance of 56.973 meters with said Stone Wall to a point,
 thence S 84°34'20" E a Distance of 75.455 meters with said Stone Wall to a point,
 thence S 85°45'20" E a Distance of 43.810 meters with said Stone Wall to a point,
 thence S 82°53'41" E a Distance of 21.750 meters with said Stone Wall to a drill hole set at the
 intersection of another Stone Wall,
 thence S 25°17'52" E a Distance of 17.095 meters with said Stone Wall to a point,
 thence S 31°00'15" E a Distance of 48.121 meters with said Stone Wall to a point,
 thence S 32°40'19" E a Distance of 17.987 meters with said Stone Wall to an Iron Pipe at the intersection
 of another Stone Wall,
 said courses being along land now or formerly of Lakeville Shores, Inc.,
 thence S 62°04'37" W a Distance of 36.257 meters with said Stone Wall to a point on the North side of
 the Brook,
 thence Southwesterly on the North side of the Brook to a Steel Rebar (the line S 05°41'00" W a Distance
 of 107.139 meters),
 thence with the Shore of the Pond to a Steel Rebar (the line S 64°32'45" E a Distance of 119.738 meters),
 thence N 56°52'32" E a Distance of 15.729 meters to a point, (said point being an 8" R. Maple),
 thence N 47°42'07" E a Distance of 8.369 meters to a point, (said point being an 8" R. Maple),
 thence N 16°03'08" E a Distance of 45.521 meters to a point, (said point being a 12" Hemlock),
 thence N 12°05'21" E a Distance of 32.810 meters to a point, (said point being a 10" R. Maple),
 thence N 53°46'12" E a Distance of 3.941 meters to a point, (said point being a 10" Hemlock),
 thence N 32°13'44" E a Distance of 14.718 meters to a point, (said point being an 8" R. Maple),
 thence N 02°13'16" W a Distance of 8.120 meters to a drill hole at the end of a Stone Wall,
 thence S 29°49'31" E a Distance of 117.530 meters with said Stone Wall to a point,
 thence S 26°21'10" E a Distance of 38.058 meters with said Stone Wall to an intersection with another
 Stone Wall,
 thence N 83°01'16" E a Distance of 46.262 meters with said Stone Wall to an intersection with another
 Stone Wall,
 thence S 06°24'33" E a Distance of 23.826 meters with said Stone Wall to a point,
 thence S 08°18'56" E a Distance of 35.496 meters with said Stone Wall to a point,
 thence S 08°45'00" E a Distance of 70.017 meters with said Stone Wall to an intersection with another
 Stone Wall,
 thence N 84°01'00" E a Distance of 2.489 meters with said Stone Wall to a drill hole,
 thence S 17°18'35" E a Distance of 324.888 meters to a Steel Rebar in a Stone Wall in the Northerly side
 line of Quarry Road, as now traveled,
 said courses being along land now or formerly of Manuela F. Lloyd,
 thence S 89°27'14" W a Distance of 11.182 meters with said side line to a point,

BK 194460194

thence N 85°16'55" W a Distance of 7.779 meters with said side line to a point,
 thence S 89°57'49" W a Distance of 44.744 meters with said side line to a point,
 thence N 85°52'06" W a Distance of 12.617 meters with said side line to a point,
 thence N 82°03'30" W a Distance of 28.792 meters with said side line to an intersection with another
 Stone Wall, said Stone Wall also being in the division line between land of the Grantor and land now or
 formerly of James F. and Patricia L. Dacey,
 thence N 07°15'42" W a Distance of 30.374 meters with said Stone Wall to a point,
 thence N 15°00'22" W a Distance of 22.727 meters with said Stone Wall to a point,
 thence N 17°06'21" W a Distance of 68.778 meters with said Stone Wall to a point,
 thence N 12°33'39" W a Distance of 36.860 meters with said Stone Wall to a point,
 thence N 12°12'31" W a Distance of 87.113 meters with said Stone Wall to a drill hole, said drill hole is
 in the intersection of another Stone Wall,
 thence N 76°00'23" W a Distance of 17.612 meters with said Stone Wall to a drill hole in said Stone
 Wall,
 thence N 77°04'31" W a Distance of 64.015 meters with said Stone Wall to a point,
 thence N 77°44'55" W a Distance of 44.328 meters with said Stone Wall to a point,
 thence N 75°40'35" W a Distance of 38.166 meters with said Stone Wall to a point,
 thence N 73°48'39" W a Distance of 16.439 meters with said Stone Wall to a point,
 thence N 74°01'18" W a Distance of 24.833 meters with said Stone Wall to a point,
 thence N 74°07'32" W a Distance of 18.353 meters to a Stone Bound,
 thence N 80°10'38" W a Distance of 34.054 meters to a Steel Rebar,
 said courses being along land now or formerly of James F. and Patricia L. Dacey,
 thence N 18°58'59" E a Distance of 17.622 meters to an Iron Pipe,
 thence N 83°24'27" W a Distance of 162.939 meters to a drill hole at the intersection of a Stone Wall,
 thence S 19°39'45" W a Distance of 181.137 meters to a Steel Rebar,
 thence S 68°38'34" W a Distance of 67.684 meters to a drill hole,
 thence S 31°35'45" E a Distance of 82.461 meters to a drill hole with yellow cap "Dougherty Survey",
 thence S 41°59'31" E a Distance of 110.778 meters to a drill hole with yellow cap "Dougherty Survey",
 said drill hole also being in the Northerly side line of Quarry Road, as now traveled,
 said courses being along land now or formerly of the Town of Troy,
 thence S 88°00'33" W a Distance of 35.727 meters with said side line to a point,
 thence N 81°20'17" W a Distance of 35.912 meters with said side line to an Iron Pipe in the division line
 between land of the Grantor and land of the State of New Hampshire, formerly of Walter F. Maki,
 thence N 26°35'09" E a Distance of 30.480 meters to a point,
 thence N 58°21'20" W a Distance of 60.960 meters to a point,
 thence S 31°32'15" W a Distance of 30.480 meters to a Steel Post in the Northerly side line of Quarry
 Road, as now traveled, said courses being along land of the State of New Hampshire,
 thence N 55°11'30" W a Distance of 13.817 meters with said side line to a point,
 thence N 46°24'02" W a Distance of 6.554 meters with said side line to a point,
 thence N 54°06'01" W a Distance of 24.726 meters with said side line to a point,
 thence N 60°20'50" W a Distance of 19.512 meters with said side line to a point,
 thence N 64°50'34" W a Distance of 22.017 meters with said side line to a drill hole in a Stone Wall, said
 drill hole also being in the division line between land of the Grantor and land now or formerly of Scott E.
 Schillinger, Sr. and Carol M. Schillinger,
 thence N 22°18'54" E a Distance of 49.719 meters with said Stone Wall to a drill hole at the intersection
 with another Stone Wall,
 thence N 51°27'30" W a Distance of 86.161 meters with said Stone Wall to a drill hole,
 said courses being along land now or formerly of Scott E. Schillinger, Sr. and Carol M. Schillinger,
 thence N 51°46'36" W a Distance of 58.724 meters with said Stone Wall to a point,
 thence N 52°46'19" W a Distance of 79.432 meters with said Stone Wall to a drill hole at the intersection
 of another Stone Wall,
 thence S 22°02'15" W a Distance of 49.755 meters with said Stone Wall to a point,
 thence S 23°05'31" W a Distance of 50.131 meters with said Stone Wall to a point,
 thence S 16°55'28" W a Distance of 11.117 meters with said Stone Wall to a point in the Northerly side
 line of Quarry Road, as now traveled,
 thence N 67°25'02" W a Distance of 11.450 meters with said side line, to a point,
 thence N 68°12'07" W a Distance of 13.003 meters with said side line to a point,
 thence N 23°41'05" W a Distance of 1.473 meters with said side line to a point,
 thence N 61°10'52" W a Distance of 45.668 meters with said side line to a point in the division line
 between land of the Grantor and land now or formerly of Barry J. and Bradley G. Beaudoin,
 thence N 27°15'15" E a Distance of 32.777 meters with said division line to a point in a Stone Wall,

PK 1944 PG 0195

thence N 28°49'56" E a Distance of 26.021 meters with said Stone Wall to a drill hole in another Stone Wall.
thence N 64°21'22" W a Distance of 46.105 meters with said Stone Wall to a drill hole.
thence S 18°15'20" W a Distance of 33.054 meters to an Iron Pipe.
said courses being along land now or formerly of Barry J. and Bradley G. Beaudoin.
thence N 65°11'31" W a Distance of 44.452 meters to an Aule 0.3 meter high,
said course being along land now or formerly of Donna M. Lang and land now or formerly of Edwin L. and Caroline E. Wolosz.
thence S 26°20'31" W a Distance of 25.642 meters with said land of Wolosz to a drill hole in the Northernly side line of NH Route 12 (Fitzwilliam Road), as now traveled.
thence N 64°51'06" W a Distance of 24.493 meters with said side line to the point of beginning

Subject to all easements, covenants and restrictions of record.

Containing thirty-six and one hundred fifty-two thousandths (36.152) hectares, more or less, and being all of that real estate recorded March 2, 1978, at the Cheshire County Registry of Deeds in Book 944, Page 650, naming the Grantor and her husband, Maurice E. Clark, as joint tenants. Ina M. Clark acquired sole title by right of survivorship, her husband having died on March 31, 2000.

Said parcel being acquired for the Troy, N.H.S-T-F-X-013-1(35), 10434 Project, on file in the records of the New Hampshire Department of Transportation and to be recorded in the Cheshire County Registry of Deeds.

Executed this 9th day of September, 2002

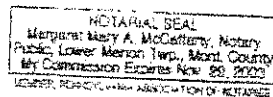


Laura H. Clark

Ina M. Clark
by Laura H. Clark, Power of Attorney

STATE OF PENNSYLVANIA, Philadelphia ss September 9 A.D. 2002

By the above-named Laura H. Clark as Power of Attorney for Ina M. Clark and acknowledged the foregoing instrument to be her voluntary act and deed. Before me:

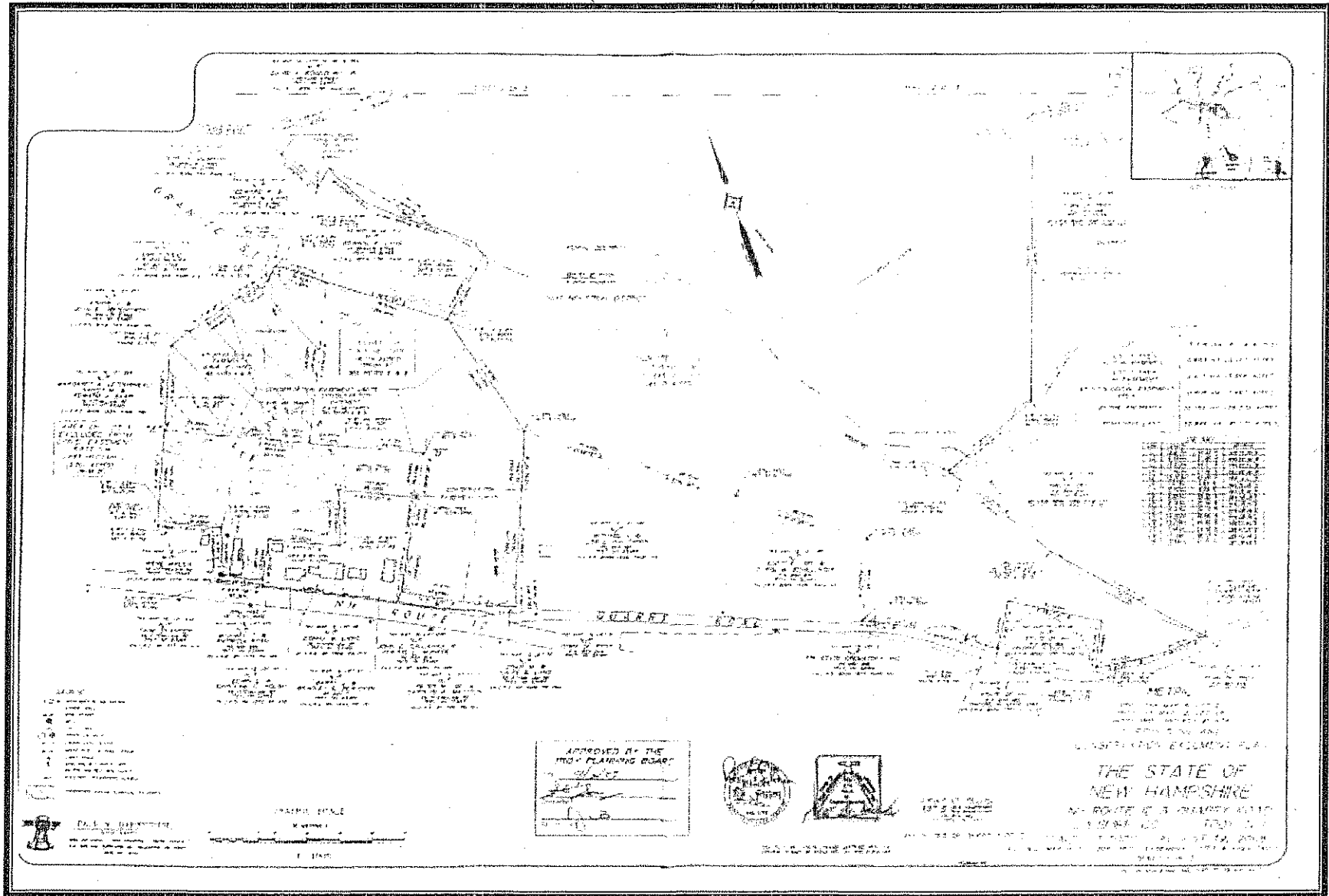


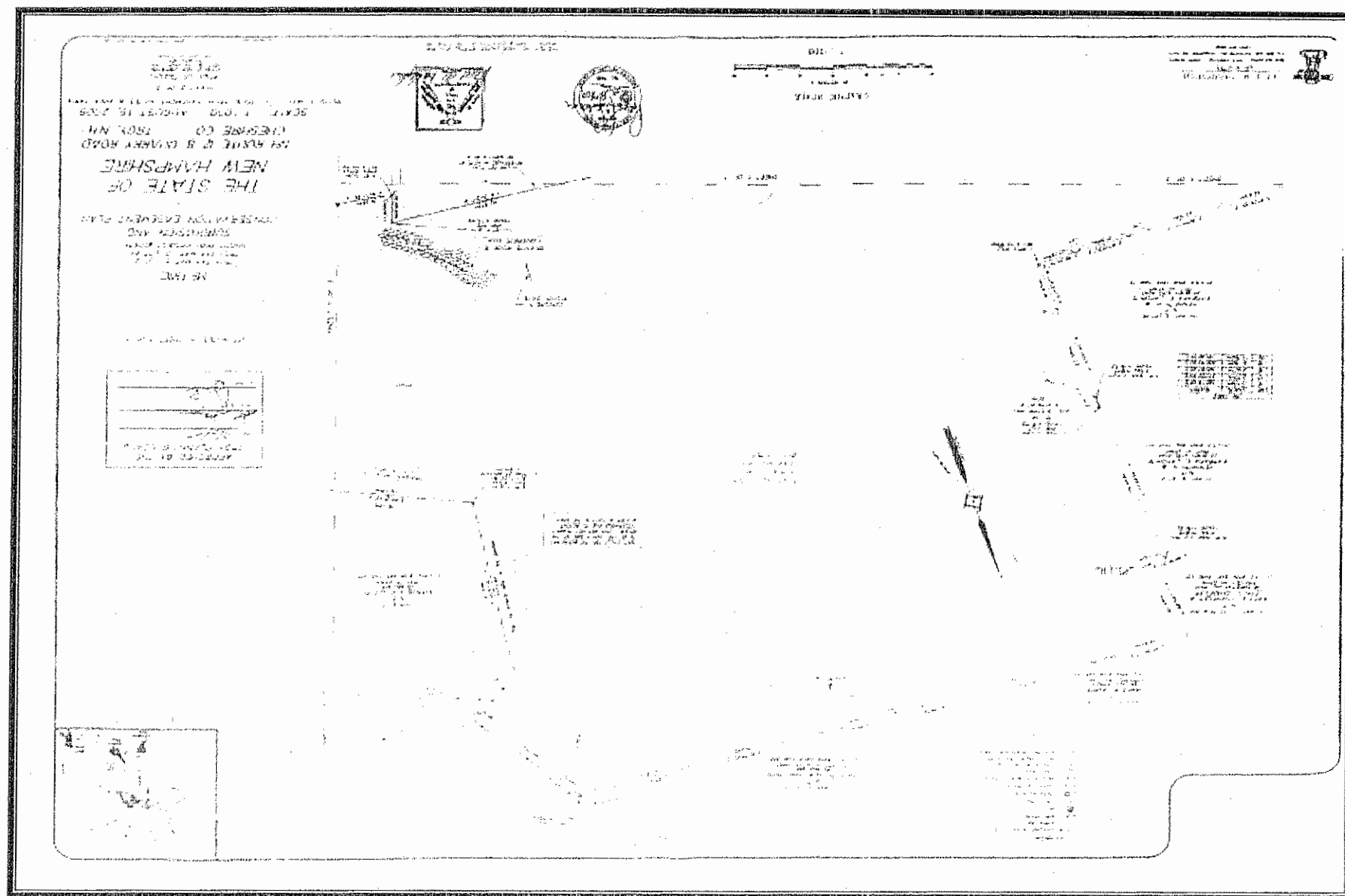
Margaret Mary McAfferty
Notary Public/Justice of the Peace
My commission expires: 11-29-03

1701/0434 docid: 1944 PG 0195

ATTEST
EVELYN S. HUB
Cheshire Registrar of

Plan for the State of NH





Assessment Card

Web GIS Summary Card

NHDRA Mosaic Parcel Map System -DOT Portal

CAMA Data Current to:
10/30/2012

QUARRY ROAD, Troy New Hampshire

Address: QUARRY ROAD		Municipality: Troy	County: Cheshire	
NHGIS ID:03215-006-0002-0000		Unique ID:215-894	Town ID:215	
Parcel ID: 006-0002-0000		CAMA ID:894	County ID: 3	
Map: 006	Block: 0002	Lot: 0000	Unit:	Sub:
Map Cut:	Block Cut:	Lot Cut:	Unit Cut:	No. Cards:

Owner Information

Owner: STATE OF NEW HAMPSHIRE Co-Owner:
Mailing Address: DEPARTMENT OF TRANSPORTATION PO BOX 483 CONCORD, NH 03302-0483

Land Information

Area: 81.00 ac Zone: RURA Land Use: Local: 9019 State: 27(Unclass/Unk Land)
Flood Code: Util Code 1: Util Code 2: Traffic Code:

Building Information

Type:	Year Built:	Rooms:	Beds:	Baths:	Full:	Half:
Area (N): sqft	I-Wall:	Roof Type:		Cond:		
Area (G): sqft	X-Wall:	Roof Cover:		Grade:		

Transaction Information

Date: 11/04/2002 Price: \$0 Book-Page: 1944-0192 Grantor:

Assessment Information

10/30/2012	Land: \$175000	Building \$0	Features: \$0	Total: \$175000
2012-10-30	Land: \$165000	Building \$0	Features: \$0	Total: \$165000

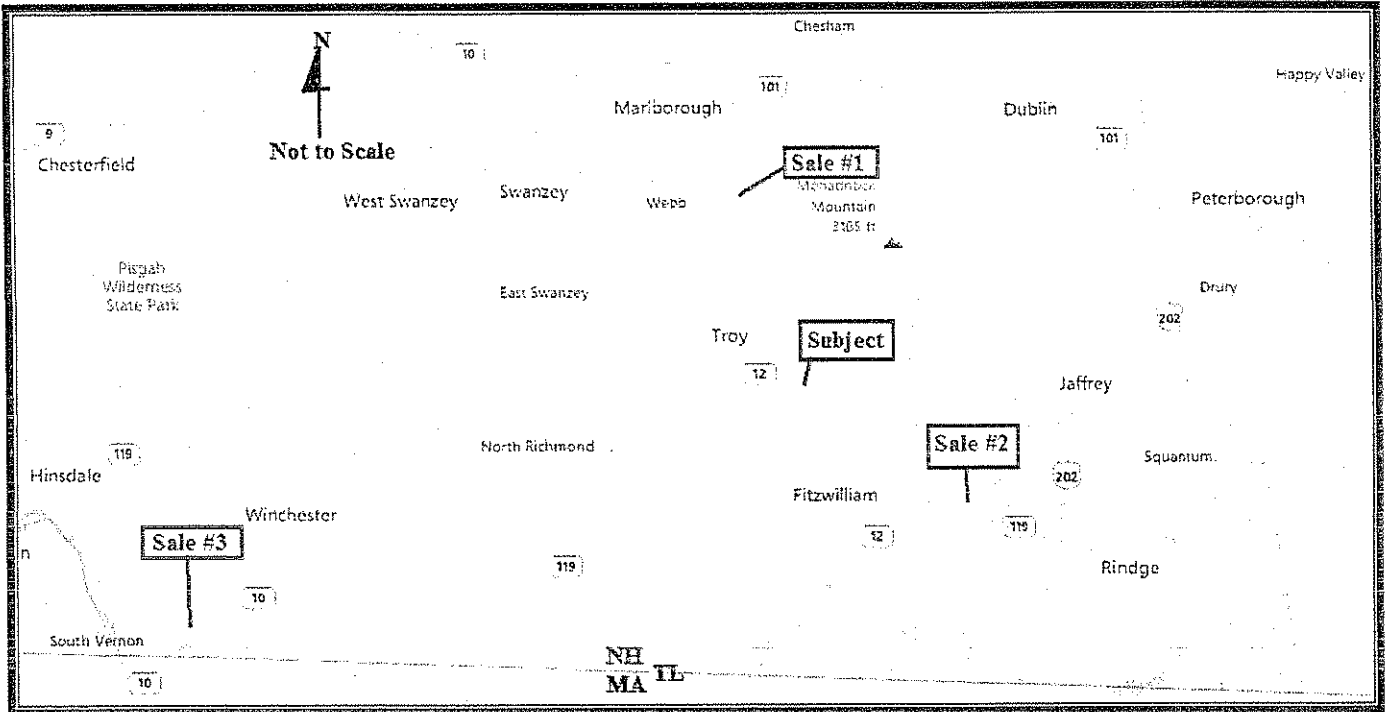
Supplemental Information

Current To:10/30/2012	Updated:2014-01-21	Parcel Link? Yes
Records:1134	State Owned:Yes	Bld Vpsf: Land Vpsf: 4

This report was compiled using data believed to be accurate; however, a degree of error is inherent in all data. 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. No attempt has been made in either the design or production of the report to define the limits or jurisdiction of any federal, state, or local government. This is not an official municipal tax card. This report was generated from data supplied by the municipality for the Mosaic Parcel Map Project. The data is current to the date shown at the top of the page and may not represent finalized municipal values. For the most current information please contact the municipality directly.

Subject and Sales Location Map

These maps are provided to assist the reader in locating the subject and comparable properties in the field, and clarify their relationships to each other.



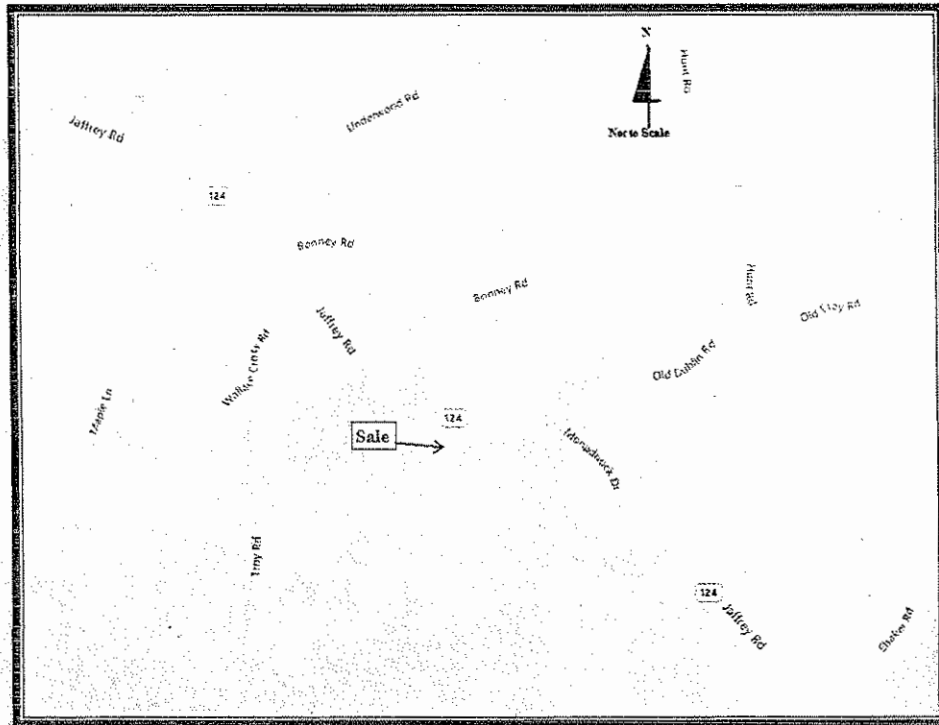
Land Sale #1

Address	NH Route 124 (South side), Marlborough, NH		
Grantor	Joanne E. O'Neill		
Grantee	Robert A. and Marlene J. Dabrowski		
Condition of	arm's-length		
Sales Price	\$135,000	Date of Sale	10/30/2012
Financing	None recorded		
Confirmation	5/2014, Grantee, recorded deed, PA 34 Form		
Date Recorded	10/30/2012	Unit Price	\$1,971/acre
County	Cheshire	Deed Type	Warranty
Tax Stamps	\$2,025	Book/Page	2779/349
Lot Size (ac)	68.50 acres	Shape of Lot	irregular
Frontage (ft)	1,416'+/-	Road Grade	slightly below road
Topography	level to rolling	Landscaping	wooded
Road Surface	paved State maintained	Soils	sandy loam
Electric	Available at road	Gas	propane
Water	Private	Sewer	Private
Easements	None known	Zoning	Residential
Highest and Best	large residential building lot or potential residential development land		
Present Use	Vacant land		

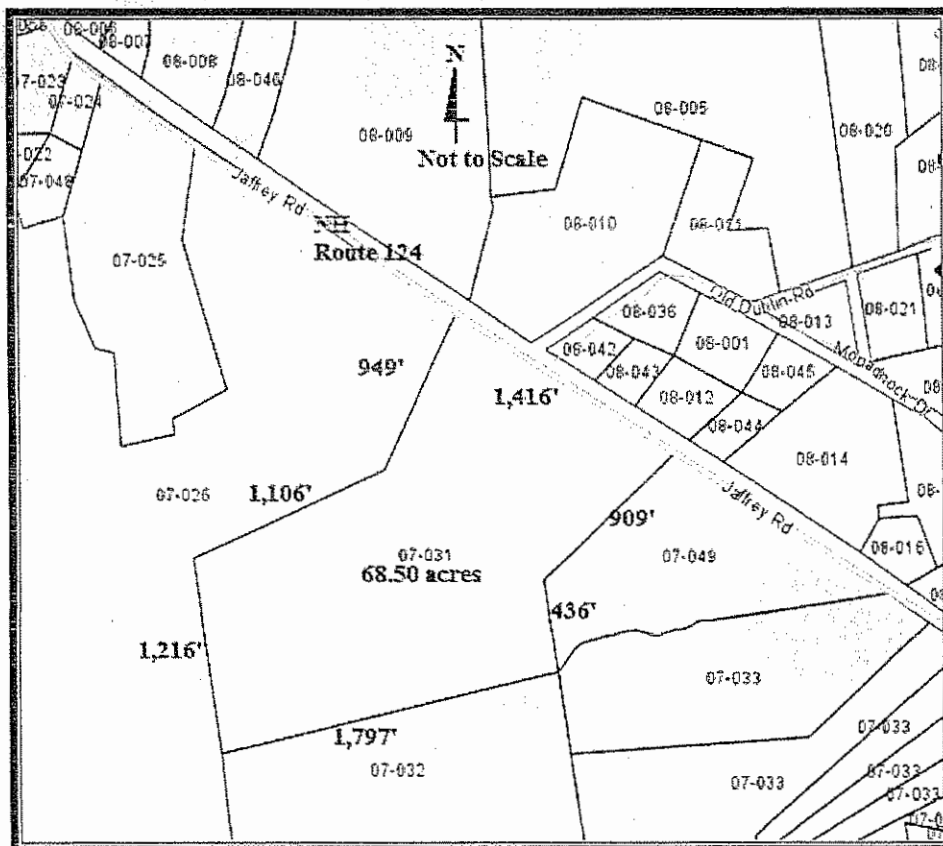
Comments: Tax Map :7 lot: 31

The Grantee's also owns property on the north side of NH Route 124. He purchased this property as a future investment and currently uses it for recreation, i.e. trail rides.

Location Map



Tax Map Map 7 Lot 31



Photograph of Sale #1
NH Route 124, Marlborough, NH
May 23, 2014



Looking southerly at sale from NH Route 124, Marlborough, NH

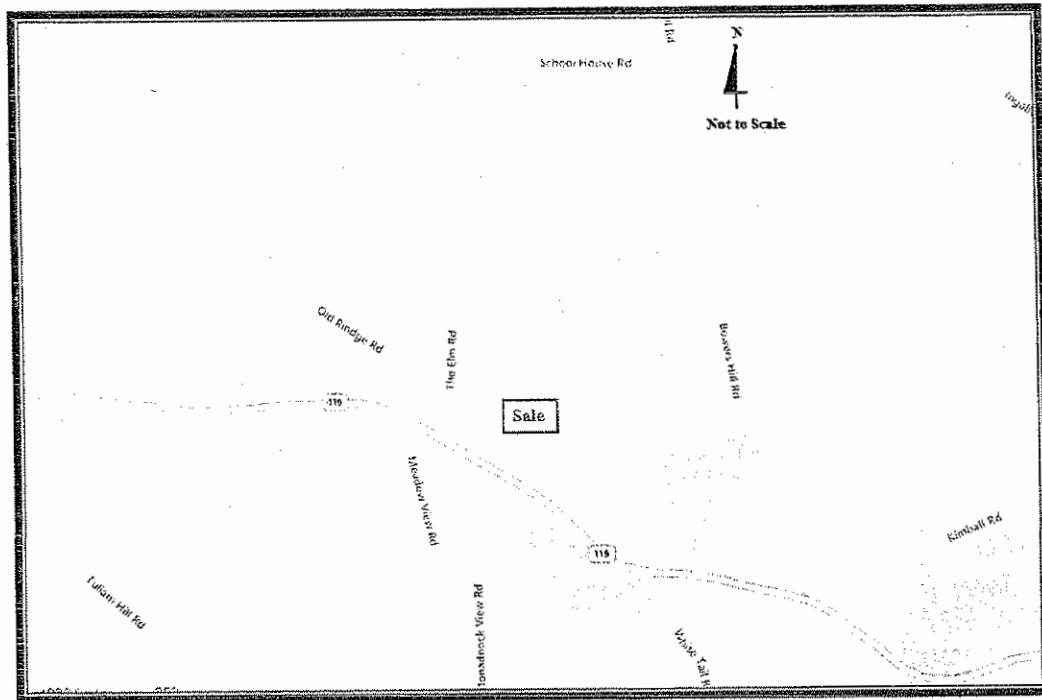
Land Sale #2

Address	NH Route 119 (North side), Rindge, NH		
Grantor	Russell B. Lowe Jr. 1993 QTIP REV Trust		
Grantee	Randolph P. Burt		
Condition of	arm's-length		
Sales Price	\$125,000	Date of Sale	6/22/2011
Financing	None recorded		
Confirmation	4/2014, recorded deed, PA 34 Form, town office		
Date Recorded	6/23/2011	Unit Price	\$1,894/acre
County	Cheshire	Deed Type	Fiduciary
Tax Stamps	\$1,875	Book/Page	2698/449
Lot Size (ac)	66.00 acres	Shape of Lot	irregular
Frontage (ft)	669'+/- & 1,520'+/-	Road Grade	above road
Topography	level to rolling	Landscaping	wooded
Road Surface	paved State maintained	Soils	sandy loam
Electric	Available at road	Gas	propane
Water	Private	Sewer	Private
Easements	None known	Zoning	Residential
Highest and Best	large residential building lot or potential residential development land		
Present Use	Currently has been subdivided into residential building lots ranging from 2 acres to 16 acres.		

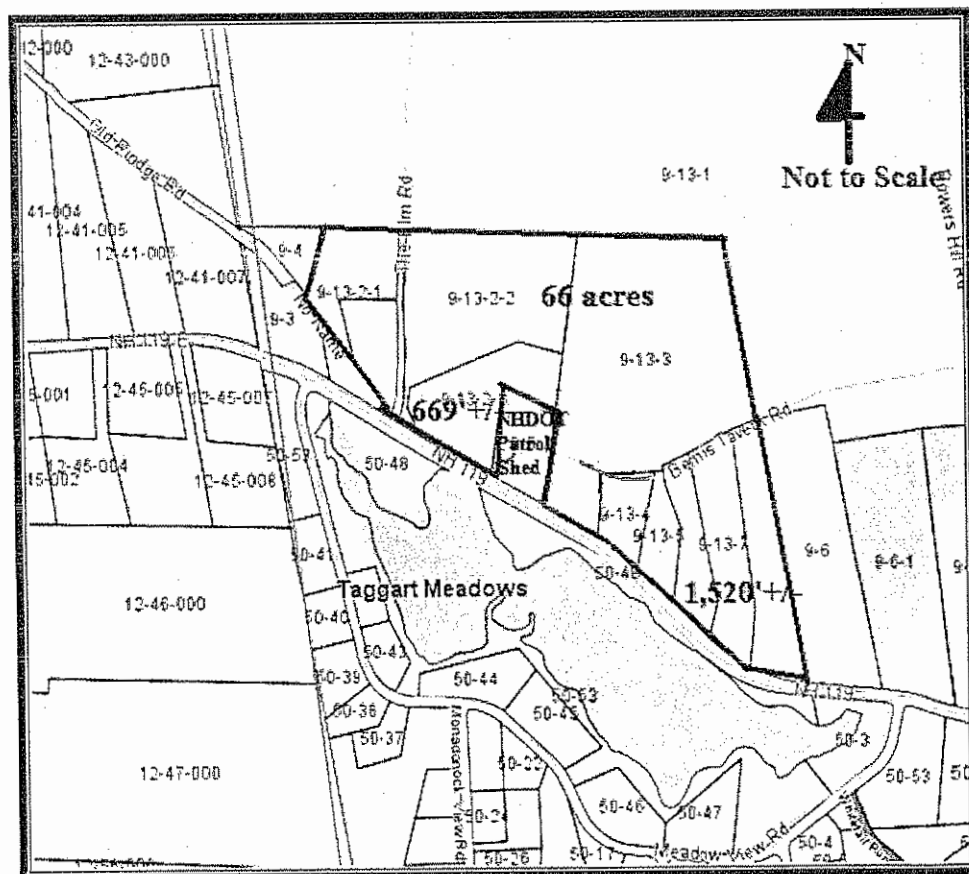
Comments: Tax Map:9 lot: 13

Unable to confirm with either Grantor or Grantee.

Location Map



Tax Map Map 9 Lot 13



Photograph of Sale #2
NH Route 119 (North side), Rindge, NH
May 23, 2014



Looking southerly at sale from NH Route 119. Rindge, NH

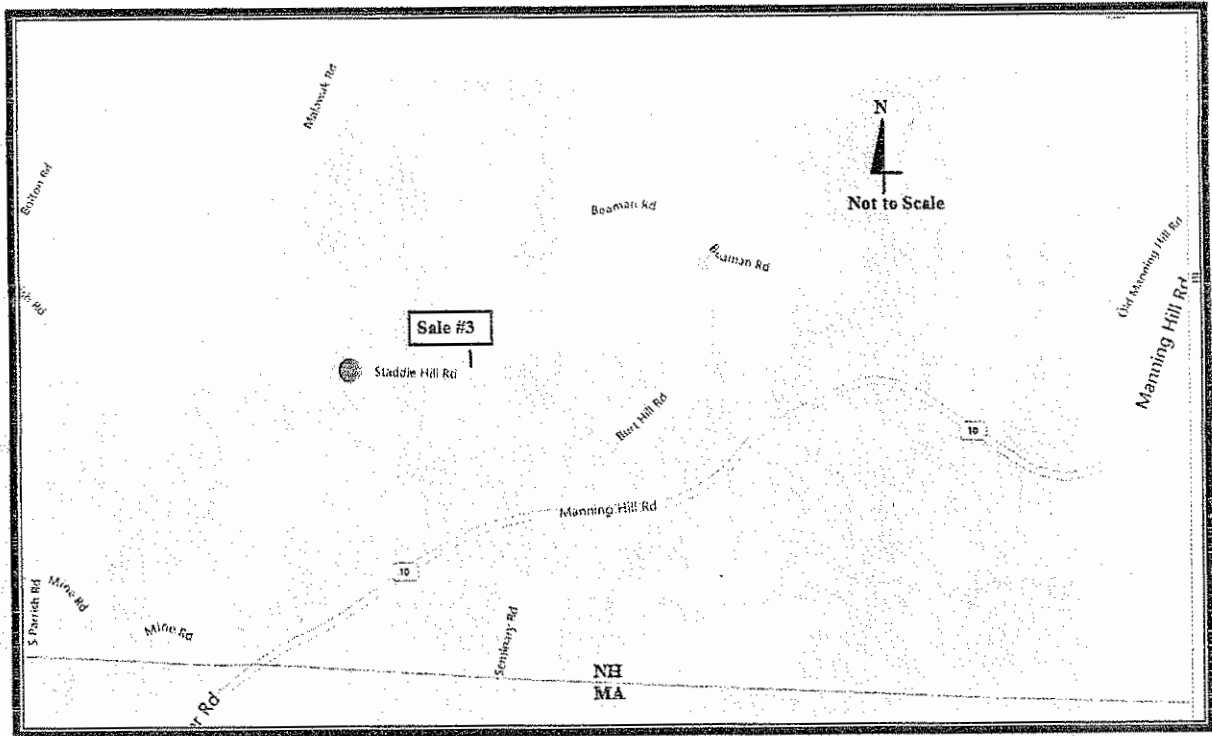
Land Sale #3

Address	Staddle Hill Road (north side), Winchester, NH		
Grantor	John P. Sinnott		
Grantee	John H. Hann III Revocable Trust		
Condition of	arm's-length		
Sales Price	\$62,000	Date of Sale	5/11/2012
Financing	None recorded		
Confirmation	5/2014, Grantee		
Date Recorded	5/14/2012	Unit Price	\$1,378/acre
County	Cheshire	Deed Type	Warranty
Tax Stamps	\$930	Book/Page	2749/608
Lot Size (ac)	45.00 acres	Shape of Lot	irregular
Frontage (ft)	782' +/-	Road Grade	At road
Topography	rolling	Landscaping	wooded
Road Surface	gravel town maintained	Soils	sandy loam
Electric	Available at road	Gas	propane
Water	Private	Sewer	Private
Easements	None known	Zoning	Residential
Highest and Best	large residential building lot or potential residential development land		
Present Use	Vacant land		

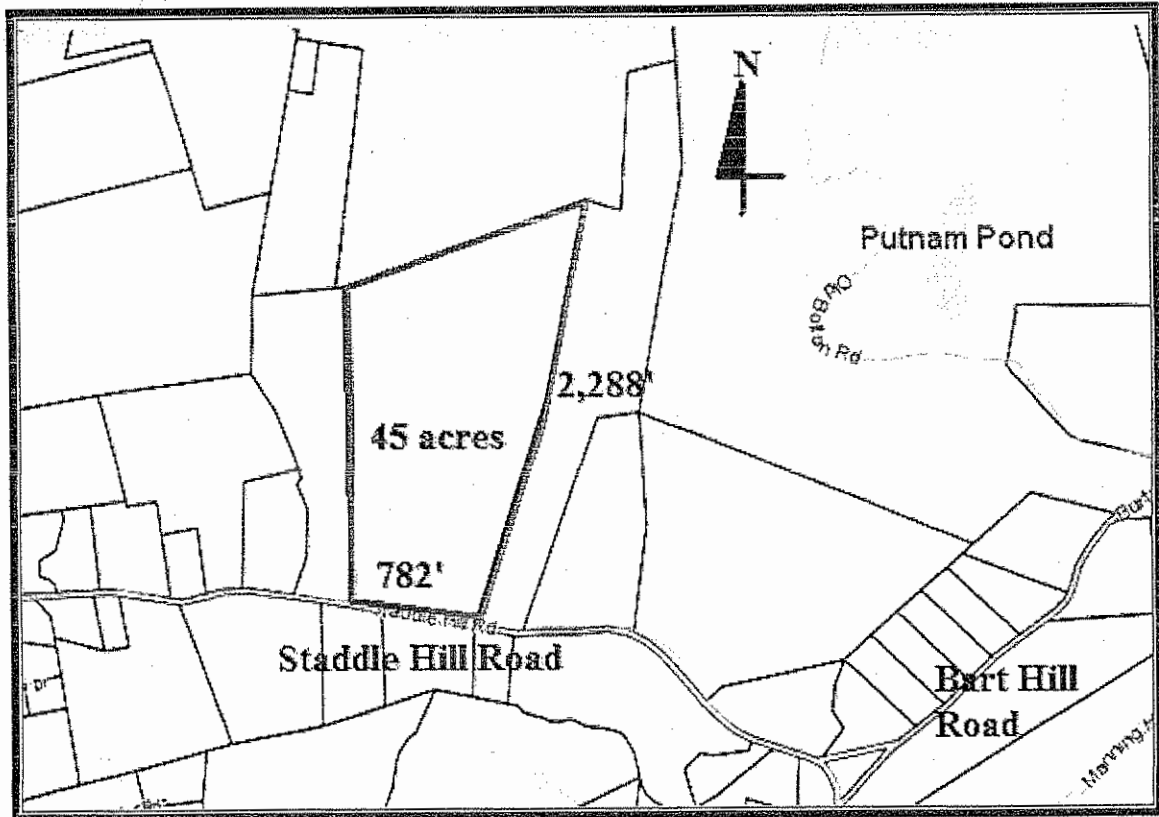
Comments: Tax Map: 1 lot: 48

The Grantee also owns the abutting land tracts. Upon confirmation, the Grantee said he paid below what the market would bear at that time for this sale because the seller was going through a divorce and needed to sell the property quickly. Based on the Grantee's information and market information, an adjustment of 20% was applied to Sale #3 as an upward adjustment to recognize the seller's motivation. The Grantee currently uses this property for recreational use i.e. trails.

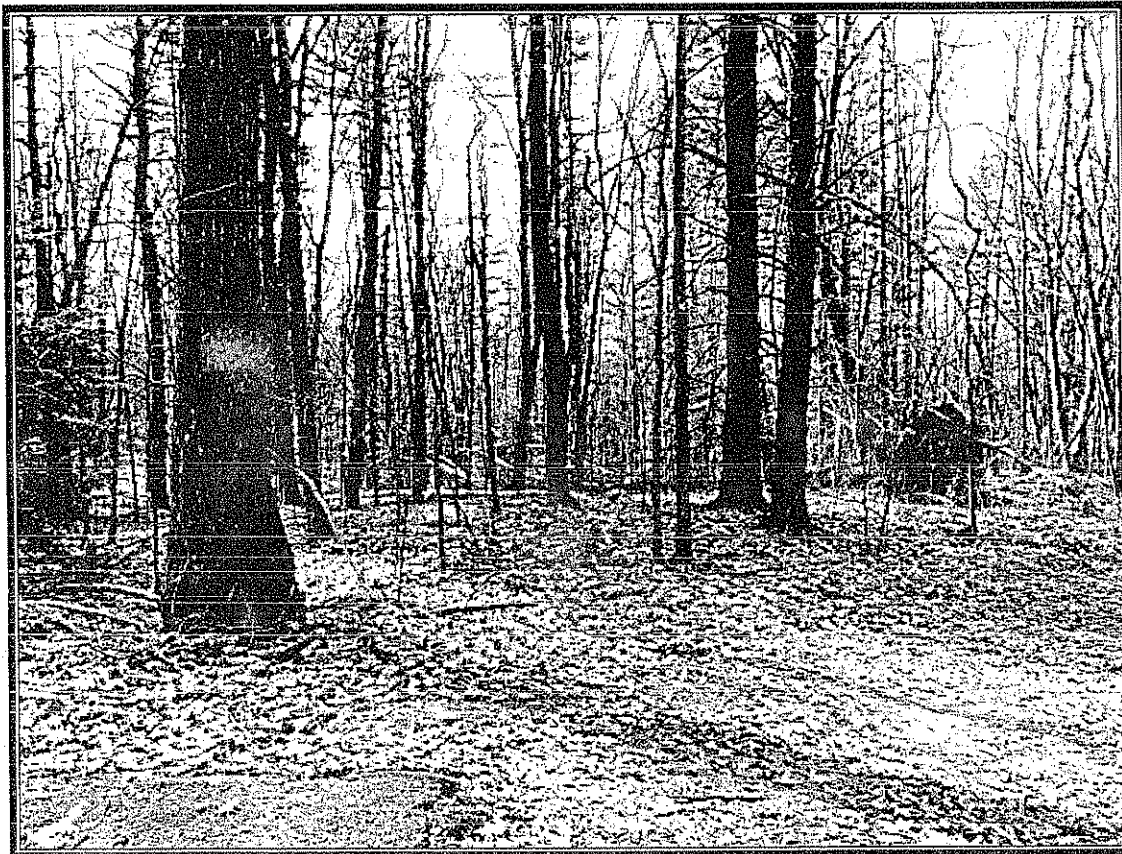
Location Map



Tax Map Map 1 Lot 48



Photograph of Sale #3
Staddle Hill Road, Winchester, NH
April 21, 2014



Looking northerly at the sale from Staddle Hill Road, Winchester, NH

STATE OF NEW HAMPSHIRE
INTER-DEPARTMENT COMMUNICATION

ADP

14-023

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

DATE: June 10, 2014

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

SUBJECT: Sale of Utility Easement over State Owned Land in Troy
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 sell a 4.72 acre Utility Easement over State owned land located on the southerly side of Monadnock Street in the Town of Troy directly to Public Service of New Hampshire for \$7,300.00 which includes a \$1,100.00 Administrative Fee, subject to the conditions as specified in this request.

EXPLANATION

The Department of Transportation has received a request from Public Service of New Hampshire, LLC, for the opportunity to acquire a 4.72 acre Utility Easement over State owned land located on the southerly side of Monadnock Street, in the Town of Troy.

This 150 foot wide Utility Easement is for the construction of a proposed electric transmission line to upgrade their service and meet their reliability commitment to ISO-NE in the area. This portion of the Utility Easement is located over a portion of a State owned parcel acquired in 2004 that was purchased in connection with the proposed Troy Bypass project.

This proposed Utility Easement is located adjacent to a Utility Easement owned by New England Power Company and another easement owned by Public Service of New Hampshire.

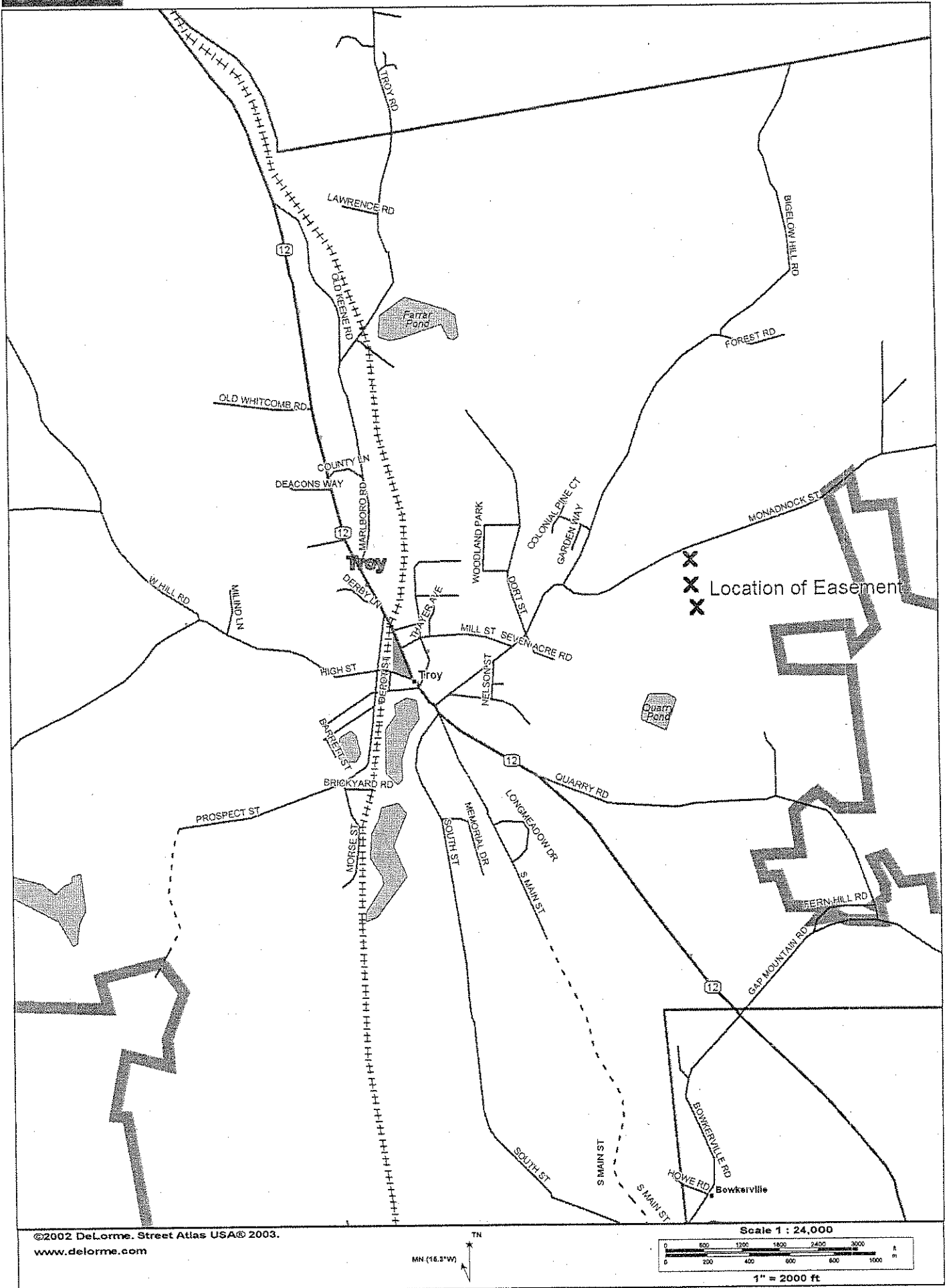
This request has been reviewed by this Department and it has been determined that this Utility Easement is surplus to our operational needs and interest.

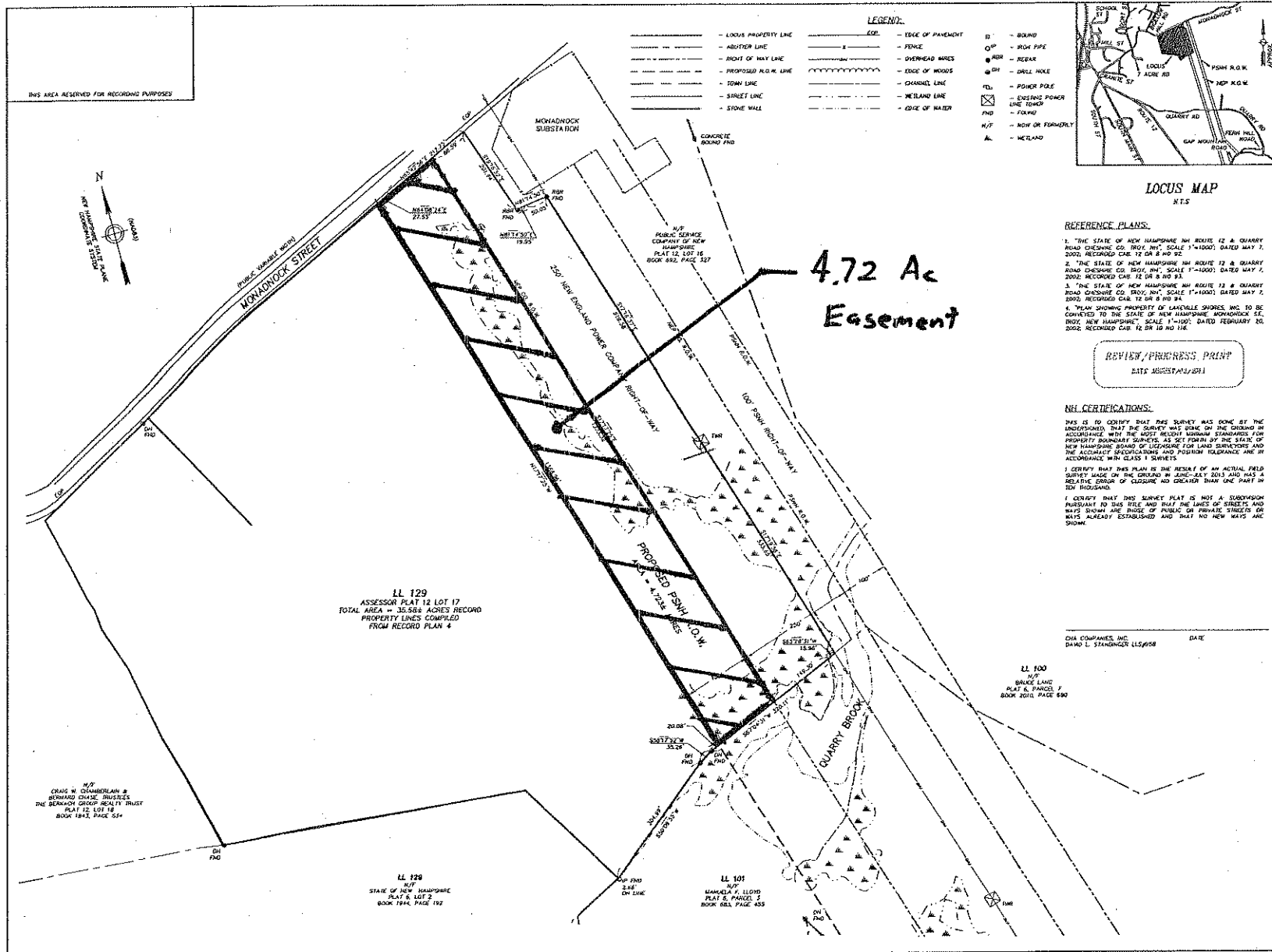
A staff appraiser from this Department completed an opinion of value for the purpose of establishing a value for this 4.72 acre permanent Utility Easement. The appraiser used three (3) sales in the surrounding towns as comparables. Based upon the analysis and adjustments of those sales, it was felt that the value of the permanent Utility Easement over the parcel of State owned property as of May 23, 2014, to be \$6,200.00.

The Department proposes to sell this permanent Utility Easement to Public Service of New Hampshire for \$7,300.00, which includes an Administrative Fee of \$1,100.00.

Authorization is requested to sell the Utility Easement as outlined above.

CRS/CAP/dd
Attachments





REVISIONS:

No.	DATE

NOTES:

1. OWNER OF RECORD:
STATE OF NEW HAMPSHIRE
PLAT 12, PARCELS 17
BOOK 2203 PAGE 358
PD BOX 443
CONCORD, NH 03302-0443
2. UNLESS OTHERWISE NOTED, DEED AND PLAN REFERENCES ARE TO THE CHESHIRE COUNTY RECORD IN DEEDS.
3. PRIMARY EXISTING SURVEY CONTROL WAS ESTABLISHED FROM AN ON-THE-GROUND SURVEY BY CHA COMPANIES, INC. USING GLOBAL POSITIONING SYSTEM (GPS) SURVEY TECHNIQUES ON JUNE, 2013. THE HORIZONTAL REFERENCE DATUM IS NAD83 BASED ON THE CHS 88 REFERENCE ELLIPSOID. THE DATUM IS BASED ON THE NEW HAMPSHIRE STATE PLANE COORDINATE SYSTEM (ENR 2000).
4. MATERIALS SHOWN HEREON IS THE RESULT OF AN ON-THE-GROUND SURVEY PERFORMED BY CHA COMPANIES, INC. IN JUNE-JULY 2013.
5. UTILITY STRUCTURES AT OR ABOVE THE GROUND SURFACE SHOWN HEREON ARE THOSE THAT HAVE BEEN OBSERVED FROM SURFACE EXPOSURE. UTILITIES BELOW THE GROUND SURFACE HAVE NOT BEEN OBSERVED AND ARE NOT SHOWN. ALL UTILITIES SHOULD BE LOCATED BY THE FIELD PRIOR TO COMMENCEMENT OF ALL SITE WORK. CALL OR SAFE 1-800-4-A-SAFE A MINIMUM OF 72 HOURS PRIOR TO PLANNED ACTIVITY.
6. THE LOCATION OF THE NEW ENGLAND POWER COMPANY RIGHT-OF-WAY AND THE PSNH RIGHT-OF-WAY HAVE BEEN ESTABLISHED BASED ON THE LOCATION OF THE STRUCTURES.
7. WETLAND PLACED BY CHA COMPANIES, INC. JUNE 2013 PLACED ONCE ONLY FOR PROPOSED R.O.W. SURFACE APPROXIMATE 200-FOOT BENE PARALLEL TO SOUTHWESTERN BOUNDARY OF EXISTING CLEARED ELECTRIC TRANSMISSION CORRIDOR.

CHA
500 New Commercial St.
Manchester, NH 03101
(603) 251-3333

COLER & COLANTONIO
ENGINEERS AND SCIENTISTS

Tel: 603-251-3333 540 North Commercial St.
www.colerand.com Manchester, NH 03101

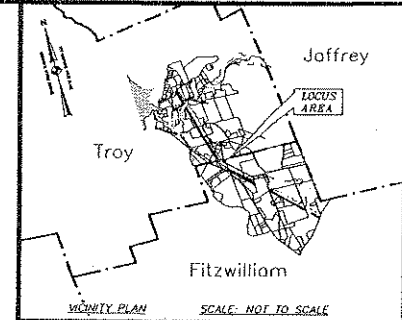
TITLE:
PLAN OF LAND SHOWING
EASEMENT TO BE ACQUIRED FROM
STATE OF NEW HAMPSHIRE
TROY, NH
(CHESHIRE COUNTY)
ASSESSOR PLAT 12 LOT 17
LL 129

CLIENT:
PUBLIC SERVICE COMPANY
OF NEW HAMPSHIRE
780 N. COMMERCIAL STREET
MANCHESTER, NH 03105

DATE: AUGUST 2, 2013
COMP/DESIGN: NIL
CHECK: NIL/DLS
DRAWN: AMP
SCALE: 1"=100'
JOB NO.: 25131
SHEET 1 OF 1
DWS NO.: 25131.1129
100' 50' 0 100' 200'
TO SCALE ONLY IF PLOTTED AT 22"x34"

****NOT APPROVED FOR CONSTRUCTION****

**4.72 Ac
Easement**



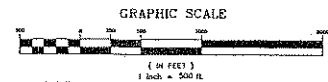
COLER & COLANTONIO
ENGINEERS AND SURVEYORS
204 South River Road
Bedford, NH 03110
603-232-8922
www.col-coll.com

NOTES

- 1) PURPOSE OF PLAN: TO SHOW A CONCEPTUAL BASE PLAN FOR THE ACQUISITION EFFORT.
- 2) THE BOUNDARIES SHOWN ARE COMPILED FROM AVAILABLE ASSESSOR MAPS AND DO NOT REPRESENT THE RESULTS OF PROPERTY ATTACHMENT SURVEYS.
- 3) WETLAND DELINEATION IS COMPILED FROM NM'S OBTAINED AT <http://openwetlands.org/> AND DOES NOT REPRESENT A WETLAND SURVEY.
- 4) THE INFORMATION AND CONCEPT SHOWN ON THIS PLAN MAY CHANGE WHEN A MORE IN-DEPTH STUDY OF THE SITE CONDITIONS IS PERFORMED. NOTHING ON THIS PLAN IS WARRANTED AS FACTUAL, AND THE USER SHOULD VERIFY THEMSELVES AS TO THE ACCURACY OF THE INFORMATION.
- 5) SOME OR ALL OF THE INFORMATION SHOWN ON THIS PLAN MAY NOT BE CORRECT AND COLER & COLANTONIO INC. SHALL NOT BE HELD LIABLE FOR ANY DAMAGES, COSTS, OR LAWSUITS THAT MAY OCCUR FROM THE USE OF THIS INFORMATION.
- 6) THE SUBJECT PARCELS HAVE NOT BEEN REVIEWED FOR FLOOD PLAIN IMPACT.
- 7) CONTRACTOR SHALL CALL ONE GUY AT 1-800-855-5555 (1-800-855-5555) OR BY A MINIMUM OF 72 HOURS PRIOR TO THE START OF CONSTRUCTION.
- 8) THE PARCELS MAY BE SUBJECT TO CURRENT USE PENALTIES.
- 9) ALIGNMENT OF THE PROPOSED CONSTRUCTION OF THE TROY NH 12 BYPASS OBTAINED FROM NMDC.
- 10) SOURCE FOR THE PROTECTION OF NEW HAMPSHIRE FOREST (SHMPF) INFORMATION OBTAINED FROM <http://www.fishwild.org/>.
- 11) LOCATIONS OF EXISTING RIGHTS-OF-WAY (FROM) ARE APPROXIMATE ONLY.

LEGEND

- LL LINE LIST NUMBER
- PROPERTY LINE
- EXISTING PSNH EASEMENT
- EXISTING NEW ENGLAND POWER CO. EASEMENT
- PROPOSED PSNH EASEMENT
- WETLAND BOUNDARY
- WETLAND SYMBOL
- FEMA FLOOD PLAIN BOUNDARY
- FEMA FLOOD ZONE AREA



DRAWN BY: _____ CHECKED BY: _____ DATE: _____

PREPARED FOR:
**Public Service
of New Hampshire**
A Northeast Utilities Company
100 State Street, Room 1000
Boston, MA 02109

ADDITIONAL ROW
TROY, NEW HAMPSHIRE

DATE: July 24, 2013
SCALE: 1"=500'

OVERVIEW PLAN

Jul 24, 2013 - 12:15pm X:\Projects\PSNH Projects\Troy-Fitzwilliam\TROY GEODBASE.dwg

- Appraisal Report -

**Formerly State Project #10434 Troy
Formerly Parcel #54**

Tax Map 12 Lot 17

Unimproved 35.00 acre Parcel

**South side of Monadnock Street
Troy, NH**

Owned by:

The State of New Hampshire

Effective Date: April 21, 2014

Prepared for:

Philip Miles

Chief of Property Management

Bureau of Right-of-Way

NH Department of Transportation

7 Hazen Drive, P.O. BOX 483

Concord, NH 03302

Prepared By:

Jessie C. Tichko, NHCG #662

Staff Appraiser

Bureau of Right-of-Way

NH Department of Transportation

7 Hazen Drive, P.O. BOX 483

Concord, NH 03302



STATE OF NEW HAMPSHIRE



Letter of Transmittal

From: Jessie C. Tichko
Staff Appraiser NHCG #662

Date: June 10, 2014
At: NH Department of Transportation
Bureau of Right-of-Way

Subject: Appraisal Report
State Project: Formerly #10434 Troy Parcel #54
Tax Map: 12 Lot: 17
Owner: State of New Hampshire
Location: South side of Monadnock Street, Troy, NH

To: Philip Miles, Chief of Property Management

Thru: Stephen Bernard, NHCG #654, Chief Appraiser

Thru: George LeMay, NHCG #38, Appraiser Supervisor
Bureau of Right-of-Way

This memo constitutes an appraisal report on the 35 acre subject property currently owned by the State of New Hampshire. In addition, Public Service Company of NH is interested in acquiring a permanent utility easement over 4.72 acres of the subject's 35 acre parcel for the expansion of their existing transmission lines. This appraisal report will first estimate the market value of the fee simple unencumbered interest of the 35 acre State owned parcel and then will estimate the easement value for the proposed 4.72 acre permanent utility easement, based on a percentage of fee value.

The effective date of value is April 21, 2014, the last date of inspection.

On basis of my inspection, investigation, study, and analysis, I am of the opinion that the fee simple unencumbered *market value* of the 35.00 acre State owned parcel located along Monadnock Street in Troy, NH as of April 21, 2014, is \$61,500.

I estimate the value of the proposed permanent utility easement of 4.72 acres located on the State owned 35.00 acre parcel along Monadnock Street in Troy, NH as of April 21, 2014 is \$6,200.

Respectfully,

Jessie C. Tichko
Appraiser NHCG #662

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Appraisal Certifications
Standards of Professional Appraisal Practice &
Additional State and Federal Certifications

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

- ♦ 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 with respect to the parties involved;
- ♦ I have performed no services, as an appraiser or in any other capacity regarding the subject property within the three-year period immediately preceding acceptance of this assignment;
- ♦ I have no bias with respect to any 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;
- ♦ neither my compensation nor my employment is contingent upon the reporting of a predetermined value or direction in value that favors the cause of my employer, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event;
- ♦ I will not directly or indirectly benefit from the acquisition of such property appraised;
- ♦ my analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP), the Uniform Appraisal Standards for Federal Land Acquisitions, and the appropriate State laws, regulations, policies, and procedures applicable to appraisal of right of way for these purposes;
- ♦ I have personally made an inspection of the property that is the subject of this report and the comparable sales relied upon for this appraisal;
- ♦ that the subject and the comparable sales were as represented by the photographs in this report.
- ♦ no one provided significant professional assistance to me in the preparation of this report;
- ♦ this report is to be used in connection with the acquisition of a right of way for a highway to be constructed by the State of New Hampshire with the possible financial assistance of federal aid highway funds or other Federal funds;
- ♦ no portion of the value assigned to the property appraised consists of items which are noncompensable under the established law of the State of New Hampshire;
- ♦ I have not revealed the findings and results of this appraisal to anyone other than the proper officials of the Department of Transportation of the State of New Hampshire and I will not do so until so authorized by State officials, or until I am either required to do so by due process of law or until I am released of this obligation by having publicly testified as to such findings.

June 10, 2014

Date

Jessie C. Pickens

Appraiser

Summary of Salient Facts and Conclusions

Identification of Subject Project: Formerly State Project #10434 Troy, Parcel #54

Address of Subject Project: South side of Monadnock Street, Troy, NH

Tax Map and Lot Number 12-17

Owner of Record: State of New Hampshire

Contact Person: Phil Miles
NH Department of Transportation
Bureau of Right-of-Way
7 Hazen Drive
Concord, NH 03302
Telephone: (603) 271-3222

Inspection Date: I inspected the property on April 21, 2014

Effective Date of the Appraisal: April 21, 2014, the last date of inspection

Land Area: 35 acres and proposed 4.72 acres of a Permanent Utility Easement by PSNH

Highest and Best Use: Potential Residential Development Land or Large Building Site

18.00 acre Parcel Indicated Value by:

Sales Comparison	\$61,500
Income Approach	\$ N/A
Cost Approach	\$ N/A
Reconciled Market Value Estimate:	\$61,500 rounded as of April 21, 2014

Proposed 4.72 acre Permanent Utility Easement:

75% of Fee Value by Per Acre Unit **\$6,200 rounded (\$1,750/Acre x 75% X 4.72 acres)**

Underlying Assumptions and Limiting Conditions

Underlying Assumptions

- all maps, plans, and photographs used are reliable and correct.
- the Parcel area given to me has been properly calculated;
- broker and assessor information is reliable and correct;
- there are no encumbrances or mortgages other than those reported in the abstracts;
- information from all sources is reliable and correct unless otherwise stated;
- all personal property is excluded;

Limiting Conditions

I have relied upon the legal interpretations of others and have assumed their decisions are correct and valid. I have also relied upon the abstracts of title and other legal information available and take no responsibility for their correctness.

- Sketches 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.
- There are no hidden or unapparent conditions on the property, in the subsoil (including hazardous waste or ground water contamination), or within any of the structures that would render the property more or less valuable. I assume no responsibility for any of these conditions or the engineering that may be required to discover or correct them. If any contamination is found on the subject, this report becomes null and void.
- This appraisal is made based on Troy tax maps, recorded plans and abstract information. Any changes, additions, discrepancies, and / or revisions to any of the information provided to me subsequent to the date of this appraisal, may require an updated or new appraisal report.
- 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 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 assumptions and limiting conditions.
- Descriptions pertaining to the physical attributes of the subject parcel outlined herein are based upon visual inspection and sources readily available. No liability is assumed for any hazardous materials found on site. This property was appraised as a "clean" site.

Appraisal Problem

The NH Department of Transportation has obtained a request from Public Service Company of NH to purchase a permanent utility easement of 4.72 acres on the 35 acre State owned property for expansion of their transmission lines. This appraisal report will estimate the fee simple unencumbered market of the 35 acre parcel and the proposed 4.72 acre permanent utility easement based on a percentage of fee per acre value.

Purpose and Function of the Appraisal Report

The purpose of this appraisal is to estimate the market value of the fee simple interest of the subject property and the proposed 4.72 acre permanent utility easement as of April 21, 2014, the effective date of this report and the last date of inspection. The property is being appraised in conjunction with a request from Public Service Company of NH to purchase a permanent utility easement of 4.72 acres for the expansion of their existing transmission lines.

The function of the appraisal is to assist the NH Department of Transportation: Bureau of Right-of-Way: Property Management Section in providing an estimated market value of the property and the proposed 4.72 acre permanent utility easement.

Client, Intended User, and Intended Use

Client:	The NH Department of Transportation (NHDOT)
Intended User:	Agents and officials of the NH Department of Transportation
Intended Use:	This appraisal report will be used by the NHDOT, Bureau of ROW, Property Management Section as a basis in selling the permanent utility easement to Public Service Company of NH. This appraisal report will also estimate the market value of the fee simple unencumbered interest of the property.

Present Use

The property is an unimproved 35 acre parcel on the south side of Monadnock Street in Troy, NH.

Delineation of Title (10 years)

Grantor: Lakeville Shores, Inc.

Grantee: State of NH

Book/Page: 2203/558 **Recorded Date:** 12/15/2004 **Deed:** Warranty

A copy of the recorded deed provided by the NH Department of Transportation, Bureau of Right of Way, is included in the addendum.

Definition of Market Value

The term "Market Value" is referenced in Section A-9 of the Uniform Appraisal Standards for Federal Land Acquisitions, 2000 Edition, and defined as:

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

Definition of Bundle of Rights

According to the Appraisal Institute's The Dictionary of Real Estate Appraisal, fifth edition, the definition of the Bundle of Rights is "The concept that compares property ownership to a bundle of sticks with each stick representing a distinct and separate right of the property owner, e.g., the right to use real estate, to sell it, to lease it, to give it away, or to choose to exercise all or none of these rights."

Easements

According to the Appraisal Institute's The Dictionary of Real Estate Appraisal, fifth edition, the definition of an easement is "the right to use another's land for a stated purpose."

Scope of Work

According to the 2014-2015 Uniform Standards of Professional Appraisal Practice (USPAP), the scope of work is defined as "the type and extent of research and analyses in an appraisal." The collection process begins with researching information on the subject property. Information concerning the neighborhood and market area was collected.

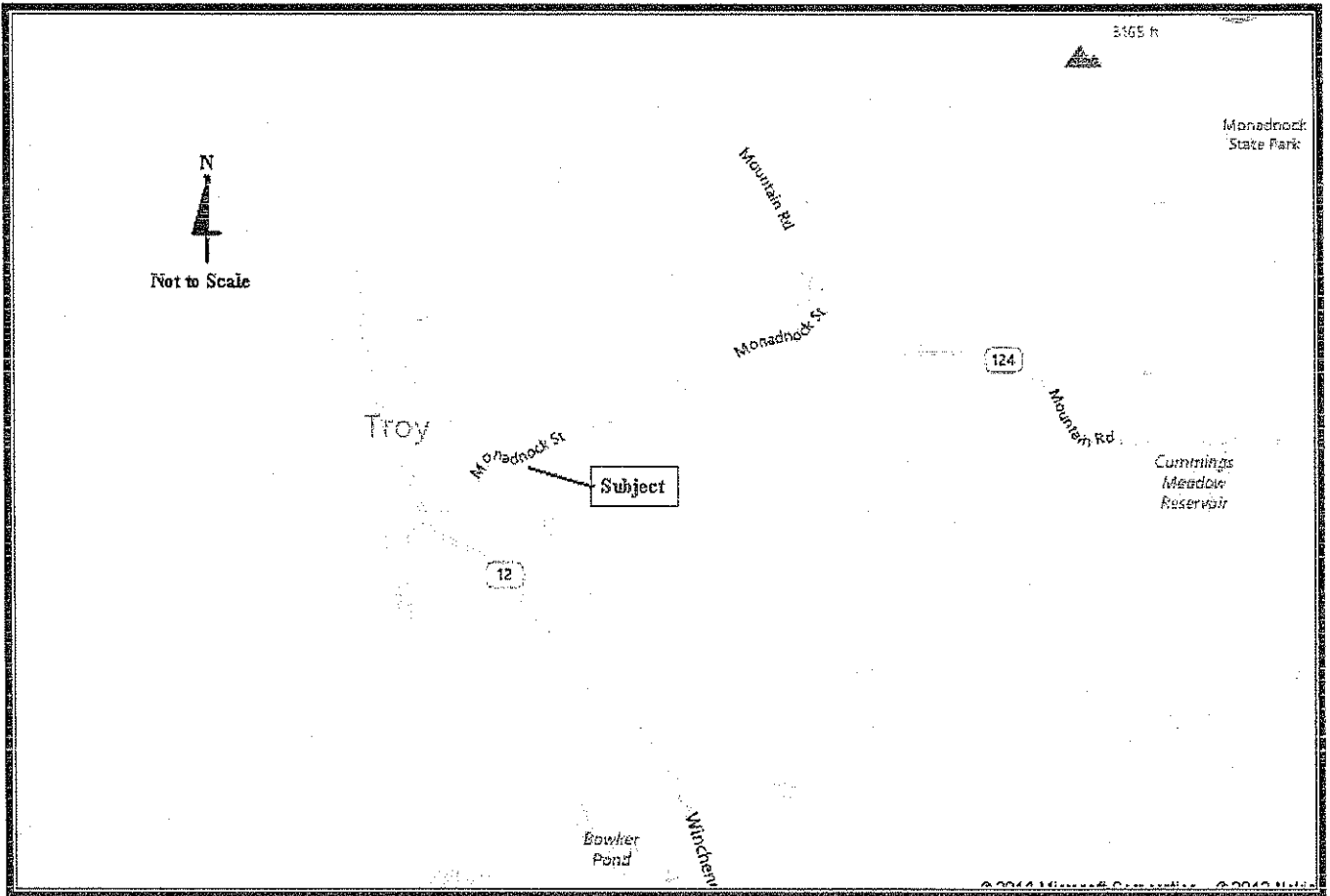
My investigations and research included an inspection and photographs of the State owned 35 acre parcel including the proposed 4.72 acre easement area located on the south side of Monadnock Street in Troy, NH with the last inspection on April 21, 2014. I have relied on and examined city and county property records including assessment data and taxes, zoning regulations, access, and the available plans. I concluded the site's highest and best use based on legal, physical, and neighborhood land use characteristics, compiled comparable land sales data, verified and analyzed the data, and prepared this appraisal report. This appraisal report is prepared to convey my findings, summarize the market data, analyze the data, and estimate the requested values.

Property data was collected and compiled from several sources, including the town of Troy and surrounding communities, Cheshire County Registry of Deeds, Northern New England Real Estate Network site (MLS), CIBOR, Real Data, NH Department of Revenue, and local real estate professionals and assessors. After an investigation of the subject property, and the various sources of market information, the methods of valuation were selected and this report was prepared. The Sales Comparison Approach was determined to be the most applicable approach. Finally, I prepared this Appraisal Report in compliance with USPAP #2-2(a) governing appraisal reports.

Property Rights Appraised

The property is owned in fee simple interest, and will be appraised "as-is, in fee simple". Fee simple estate is defined in the fifth edition of the Appraisal Institute "The Dictionary of Real Estate Appraisal" as "absolute ownership unencumbered by any other interest or estate subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat." The subject property is a vacant site and will be the basis of this appraisal.

Area Analysis Town of Troy, NH Information



Municipal Data:

The town of Troy is located in the southern area of Cheshire County and encompasses a total of 17.4 square miles of land area and 0.2 square miles of inland water area. Troy is bounded on the north by Marlborough, on the east by Jaffrey, on the south by Fitzwilliam and Richmond and on the west by Swanzey.

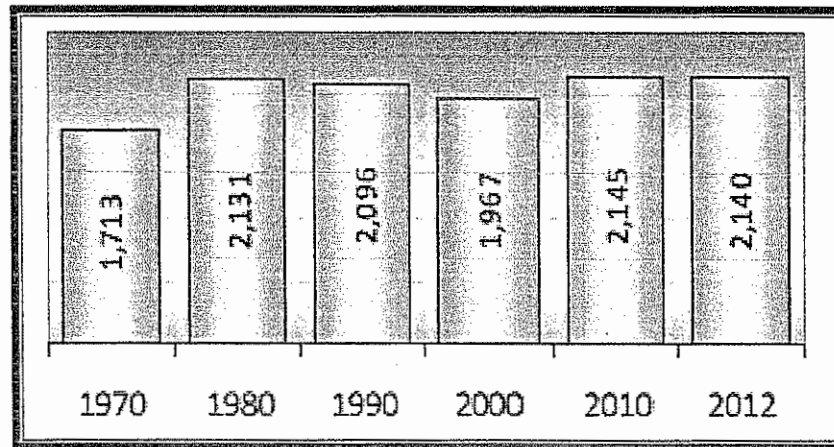
Primary access is provided by NH Route 12, a north-south state road bisecting the town and nearby NH Route 124 in Marlborough, NH. The nearest interstate and exit is Exit 3 along I-91 in Vermont, approximately 24 miles to the west. The nearest scheduled service airport, Manchester-Boston Airport, is 5739 miles to the east.

Troy is primarily a small rural community with 18.2% of residents working in town, 71.5% commute to another NH community, and 10.3% commute out of state.

The largest employers in Troy are as follows:

LARGEST BUSINESSES	PRODUCT/SERVICE	EMPLOYEES	ESTABLISHED
Inn at East Hill Farm	Resort, hotel	70	1974
Surell Accessories	Women's accessories	15	1981
Troy Auto Parts	Vehicles, repair, sales	8	1981
Minute Mart	Convenience store, gas station	8	1988
Dragon Palace	Restaurant	6	2004
Monadnock Berries	Blueberries, produce	5	2000
Mamadukes Diner	Restaurant	5	2006
J & J Auto Body	Automotive repair & service	4	1994
Eva's on the Common	Bakery & Café	3	2008
Baile McBreen's	Gift shop	2	2006

The first population census in Troy was taken in 1820 with 676 residents. The U.S. Census indicated the largest decennial percent change in population was 24% between 1970 and 1980. The population in Troy has increased and decreased since 1970 as shown on the table below.



As of the 2010 Census, Troy has 878 housing units with 511 units representing detached single-family dwellings. Troy has 257 multi-family units and 100 manufactured housing units. In 2010 Troy's median household income was \$50,125; ranked 176 out of 238 incorporated towns in NH by household income. Due to the nationwide economic decline, Troy has also shown a decline in the number of housing building permits.

Being a small community, the town of Troy is part of SAU 93 and is a part of the Monadnock Regional School District consisting of Fitzwilliam, Gilsum, Richmond, Roxbury, Sullivan and Swanzey. The nearest community college is River Valley in Nashua, NH and the nearest college/university is Keene State College in Keene, NH and Franklin Pierce College in Rindge, NH. Typical of a small NH town, Troy has elected selectmen, elected boards consisting of library, planning, zoning and cemetery and appointed positions for conservation, industrial development and Cheshire railroad corridor boards.

Overall, property values have declined in the past three-four years. In 2010 the average selling price of a single family residence was \$128,226 with an average number of days on the market of 71. This is compared to three years later, in 2013; the average selling price was \$98,766 with 139 days on the market or a difference of a decline in values of 23%. Due to the past national economical state, the town of Troy has not shown signs of rebound yet. There is an oversupply of residential properties on the

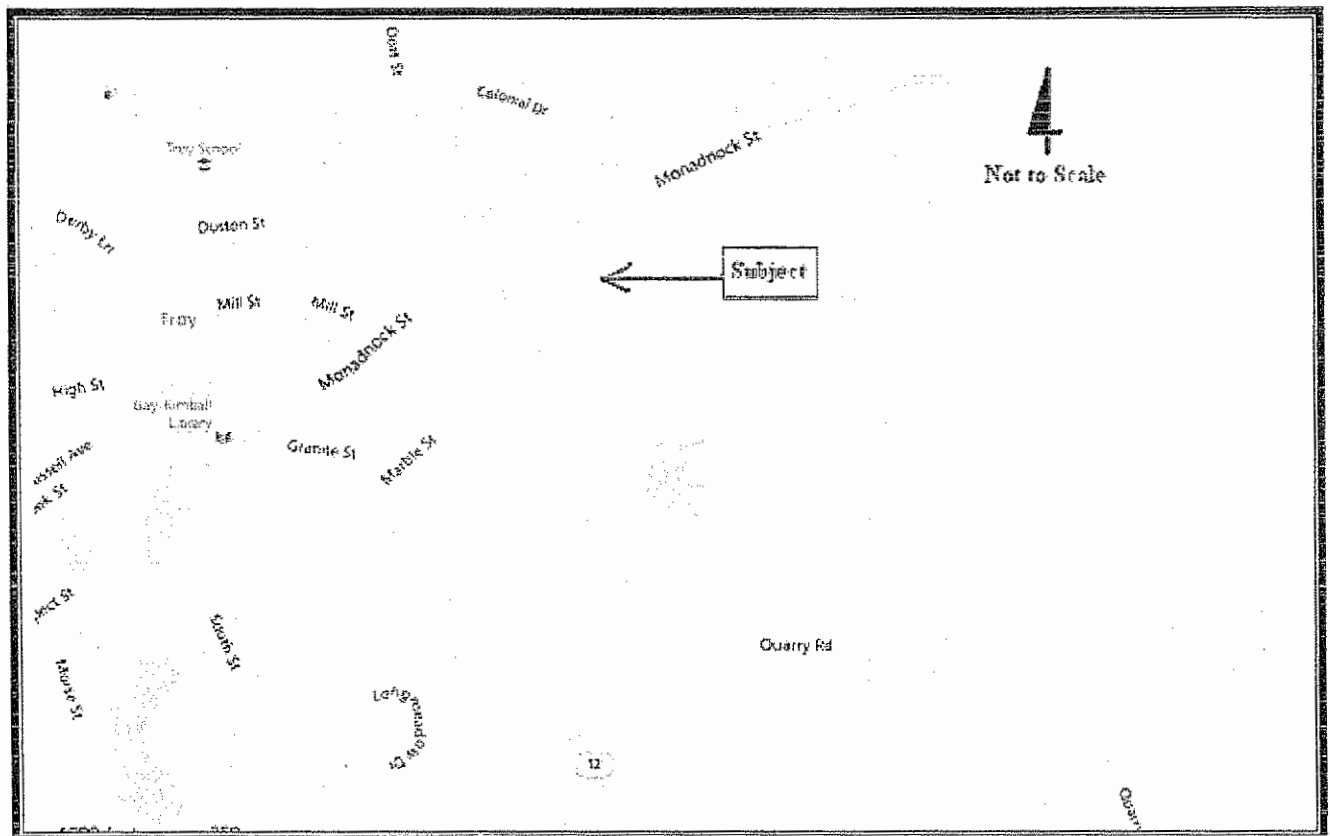
current market which hopefully will revert to a more balanced supply and demand in the near future. The commercial market has also been limited due to the unstable market.

In conclusion, the slow turn around in Troy will eventually increase residential and commercial development with an increase in the town's population. The residents in Troy have a strong commitment to maintain the small rural atmosphere of the community.

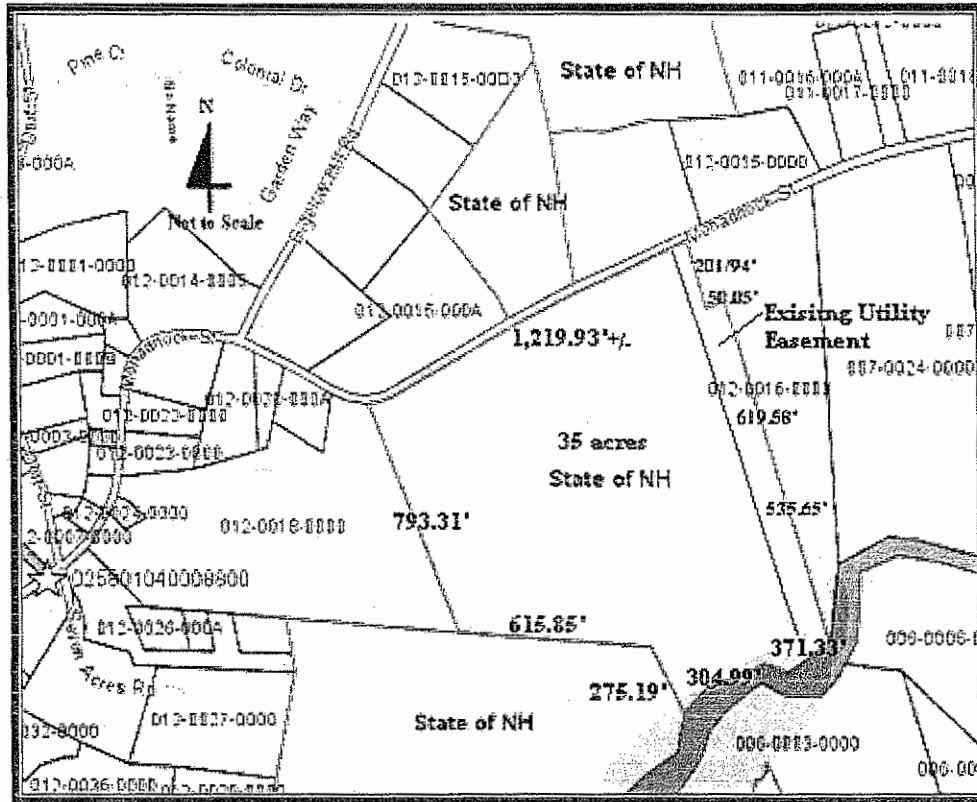
Neighborhood

The subject neighborhood is defined as the immediate neighborhood along Monadnock Street in Troy consisting of residential properties, the old Troy Blanket Mills, PSNH Substation, Inn at East Hill Farm and large land tracts. Monadnock Street supports local traffic and is a paved town road that connects to NH Route 124 in Jaffrey, NH.

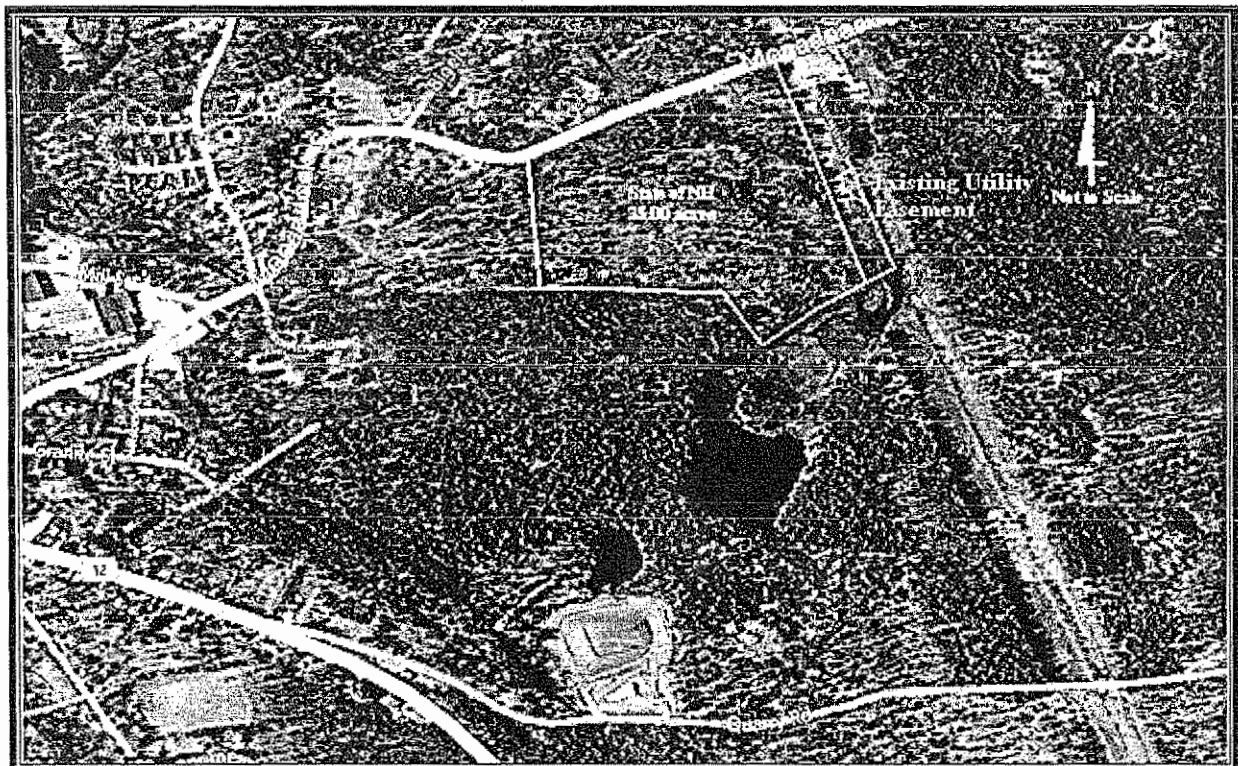
Neighborhood Map



The Subject Property
Tax Map 12 Lot 17
 (The dimensions were from 2002 Lakeville Shores, Inc. plan)



Aerial Photograph of the State Owned 35.0 Acre Parcel



Subject's Description

Introduction:

The property description is based upon:

- Inspection of the subject property was performed on April 21, 2014.
- A review of Troy Tax Map 12 Lot 17 and the assessment card.
- An abstract of the subject property, prepared by NHDOT

Subject Description

The property is an unimproved irregular shaped 35.0 acre parcel located on the south side of Monadnock Street in Troy, NH. The property has 1,219.93 feet +/- of road frontage along Monadnock Street. The property is wooded and is level to rolling terrain. There is a wetland running along the eastern section of the property and a stream in the southeastern corner of the property. The subject's eastern area is encumbered with a 153 foot wide, 4.83 acre PSNH utility easement. The legal access is from paved town maintained Monadnock Street. The daily traffic along Monadnock Street is local traffic. The available utilities consist of electricity, and telephone from Monadnock Street. The property is located in the Rural District.

According to the Cheshire County Soil Survey, the majority of the subject's soils are 60C, Tunbridge-Berkshire complex with 8-15% slopes, 169C, Sunapee fine sandy loam with 8-15% slopes and 395 Chocorua mucky peat. Tunbridge-Berkshire soils are moderately deep well drained soils and may be limited for use due to the moderately steep slopes and bedrock at a depth of less than 40 inches. The Sunapee soils are moderately well drained soils with the potential for erosion. This limitation for development can be overcome by providing coarser grained base material to frost depth and installing drainage. The Chocorua series consists of very deep, very poorly drained soils formed in organic accumulations. They are underlain by stratified sand and gravel on outwash plains, lake plains, and glacial till uplands. A copy of the soils map is located in the addendum of this report.

According to the FEMA flood map # FM33005CO435E dated May 23, 2006, the majority of the subject property is *not* located in a flood zone. The subject's stream area is located in a Zone A with a 1% chance of flooding in any given year. A copy of the Flood Map is located in the addendum of this report.

Photographs of the Subject Property
Photographs are taken by Jessie C. Tichko on April 21, 2014

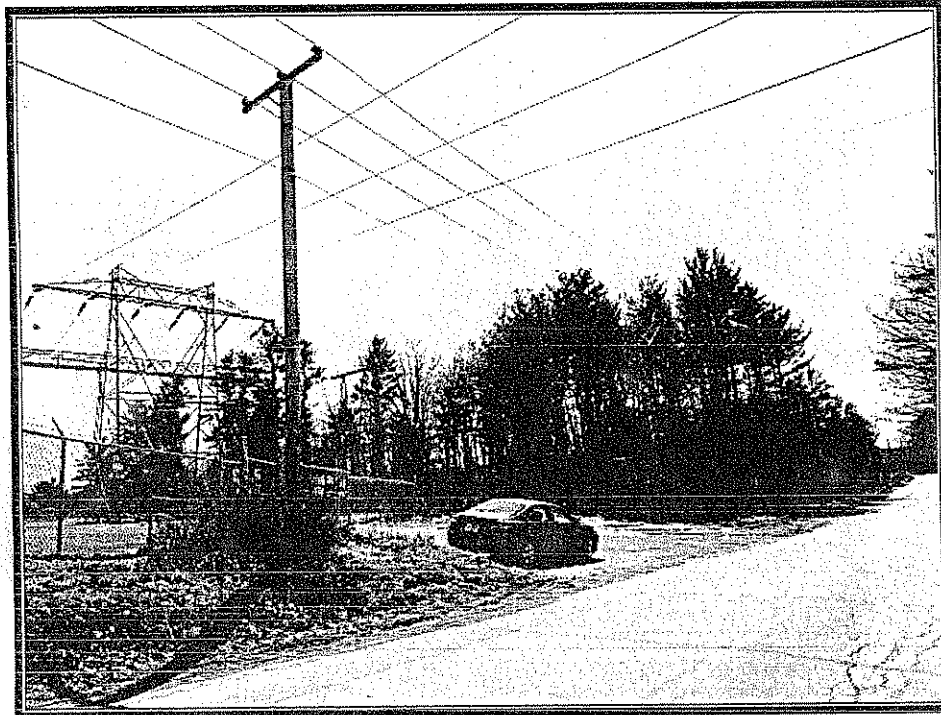


Photo #1: Looking westerly at the subject's road frontage along Monadnock Street, Troy, NH.



Photo #2: Looking westerly at the subject's road frontage along Monadnock Street, Troy, NH.

Photographs of the Subject Property
Photographs are taken by Jessie C. Tichko on April 21, 2014



Photo #3: Looking westerly at the subject's road frontage along Monadnock Street, Troy, NH.

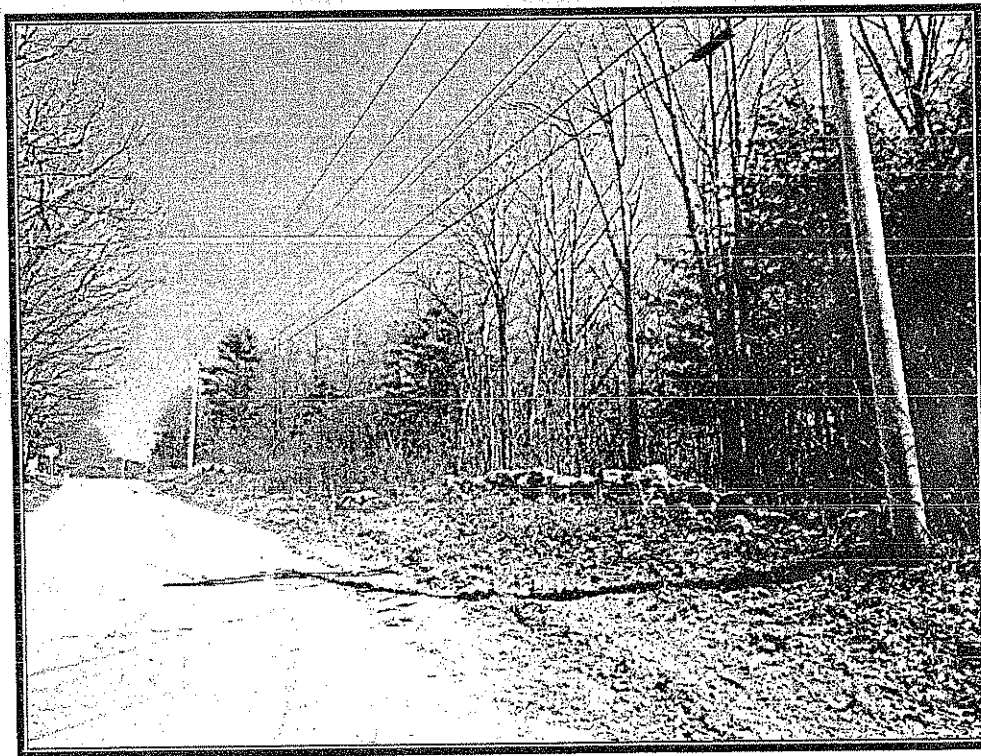


Photo #4: Looking easterly at the subject's road frontage along Monadnock Street, Troy, NH.

Photographs of the Subject Property
Photographs are taken by Jessie C. Tichko on April 21, 2014

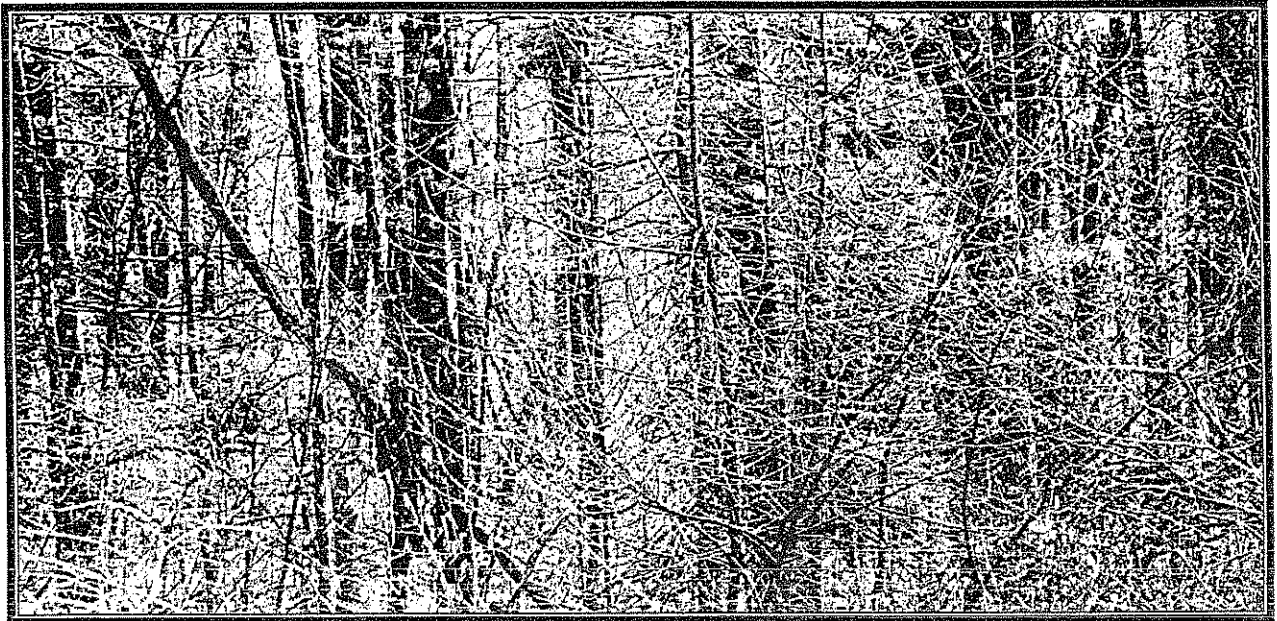


Photo #5: Looking southerly at the subject's interior.



Photo #6: Looking southerly at the subject's interior.

Assessment Information

The Troy, NH Assessor's Office has provided the following information relative to the subject property:

Owner: State of NH

Address: Monadnock Street, Troy, NH **Map and Lot Number:** 12-17

2013 Assessed Values

Building	N/A
Land	<u>\$3,032</u>
Total Assessment	\$3,032

Taxes Paid: exempt **Annual Real Estate Taxes:** N/A

Property in Current Use: No

Assessed values have been estimated by the NH Department of Revenue Administration to be approximately 110.5% of market value for 2012. The 2013 tax rate is \$36.26 per thousand.

A copy of the assessment card is included in this report in the addendum.

Zoning

The town of Troy presently is divided into 7 different zoning districts. Troy's zoning regulations were last amended in March 2014. The 7 zoning districts are as follows: Village District, Residential District, Rural District, Mountain District, Highway Business District, Light Industrial District, and Mill District.

The subject property is located in the Rural District.

Rural District

Minimum Lot Areas: 2 acres

Minimum Road Frontage: 200 feet

Setbacks:

Front: 35 feet

Side: 20 feet

Rear: 20 feet

Permitted Uses: one family dwelling, two family dwelling, agricultural uses, roadside stands, stables and riding academies, plant nurseries and greenhouse, veterinary hospitals, family day care, and sand and gravel excavation operations.

The subject property is a legal conforming lot of record.

The subject property is a legal conforming lot of record.

Highest and Best Use of Subject Property: The highest and best use of the subject is as potential residential development land or as a large residential building site.

The Highest and Best Use of a property is considered to be that reasonable and probable use that supports the highest present value as defined as of the effective date of the appraisal. For a use to be considered the highest and best use, it must be physically possible, legally permissible, economically feasible, and maximally productive.

The subject's size, road frontage, shape and terrain support potential development opportunities. The property meets the current zoning setbacks, size and road frontage requirements for any of the permitted uses. Due to the past national economic state, the town of Troy has not shown signs of rebound yet. There is an oversupply of residential properties on the current market which hopefully will revert to a more balanced supply and demand in the near future. In time the town's population will increase supporting additional residential development prospects.

Therefore, as of the date of valuation, based upon the above factors, the highest and best use of the subject property would be as potential residential development land or as a large residential building site.

Valuation Premises

There are three basic approaches to valuing real estate. Each approach relies on available market research and data. Each approach will be briefly described below as it pertains to the subject property.

Approaches

Cost Approach - This approach is based upon the cost of reproduction or replacement minus accrued depreciation, plus the site value contribution and entrepreneurial, or developer's profit. This valuation technique is typically applicable when appraising properties that have not suffered significantly from depreciation such as well-designed newly built properties. The usefulness and accuracy of this approach is weakened if the improvements have excessive physical depreciation or suffer from functional and external obsolescence. The cost approach is not considered applicable in this appraisal, as the subject property is vacant land. Thus, the Cost Approach is not utilized in this report to estimate the market value of the subject.

Income Approach - This approach is based upon the premise that an informed buyer will pay a certain price based upon the return from a certain income stream produced by the property's actual income. In this area, land is not typically leased or purchased/owned for their ability to generate rental income; therefore, this approach was not utilized.

Sales Comparison Approach - This approach is based upon the premise that an informed buyer would not pay more for unimproved or improved property than the cost of another unimproved or improved property with the same or similar utility. In this approach, adjustments are made for the areas in which the sales differ from the subject property. The Sales Comparison Approach is considered applicable for the appraisal.

Conclusion:

The three alternatives provide the conceptual foundation for approaching the valuation of property rights in real estate. They are interdependent and interrelated, and they all require data from the same market area. In the valuation of the subject property, the Sales Comparison Approach was the only applicable approach to value that was utilized, as sufficient comparable sales were available

-Sales Comparison Approach-

The State of New Hampshire Department of Transportation conducts land appraisals in accordance with the Uniform Appraisal Standards for Federal Land Acquisitions, the "Yellow Book". The subject property was originally purchased with Federal funds; therefore, this appraisal is performed in accordance with the Uniform Appraisal Standards for Federal Land Acquisitions, and also in accordance with the State of New Hampshire Statutes, and USPAP.

By applying the Sales Comparison Approach, the sales analysis is based on the elements of comparison. The adjustments in this analysis are intended to reflect those conditions, which the buyers and sellers consider important and are present in various degrees between the subject and one or more of the comparables. The sales are summarized in a grid to allow side-by-side comparisons for use in estimating the relative economic impact of their differences. Based on the differences, each sale is adjusted to reflect market reaction to each significant feature. Conceptually, adding to the sales price for a deficiency in the comparable property as compared to the subject and deducting from the sales price for elements in a comparable, which are superior to the subject, will result in the adjusted sales price approaching the market value of the subject. Adjustments may be made on a dollar or percentage basis. It must be noted that some types of real estate are sold on a per unit basis such as land (per acre), subdivisions (per lot), commercial stores (per square foot), and so on. In this report, percentage adjustments were applied to the comparable sales. The unit of comparison on the following grid is per acre unit price.

My research consisted of gathering information of comparable properties from Real Data Research Service, NNEREN (MLS), Troy town offices, Cheshire County Registry of Deeds. I was able to confirm the comparable sales though the buyers, real estate brokers or when not possible I relied on the Department of Revenue Form PA-34.

Sales Analysis

The three comparables were the most comparable sales know to me and will be described below.

Land Sale #1:

Sale #1 is located on the north side of Whipple Hill Road in Richmond and Winchester, NH. It is an irregular shaped 28.50 acre parcel with 544 feet of road frontage along town maintained gravel Whipple Hill Road. There are 25.10 acres located in the town of Richmond and 3.40 acres in Winchester, NH. The parcel rises up from the road and has rolling wooded terrain. There is the potential for views to the east. Sale #1 sold January 28, 2013 for a recorded sales price of \$50,000 or \$1,754 per acre. According to the realtor, the Grantee purchased this property for investment.

Sale #1 is a good indicator of a larger residential land tract in Cheshire County in a rural residential neighborhood. Although Sale #1 is slightly smaller, it has many similar physical characteristics to the subject property.

Land Sale #2:

Sale #2 is located on the north sides of Colonial Drive aka Stone Pond Cross Road and Stone Pond Road in Marlborough, NH. It is an irregular shaped 41.40 acre parcel with a total of 1,300 feet of road frontage along gravel town maintained Colonial Drive and Stone Pond Road. The property has rolling-sloping wooded terrain with potential views to the north. Sale #2 sold December 10, 2012 for a

recorded sales price of \$72,000 or \$1,739 per acre. According to the Grantee, the property was purchased for investment and potential residential development.

Sale #2 is a good indicator of a larger residential land tract in Cheshire County in a rural residential neighborhood. Although Sale #2 is slightly larger, it has many similar physical characteristics to the subject property.

Land Sale #3:

Sale #3 is located on the north side of Staddle Hill Road in Winchester, NH. It is an irregular shaped 45.00 acre parcel with 782 feet+/- along gravel town maintained Staddle Hill Road. The neighborhood is rural residential. This property has rolling terrain and is wooded. Sale #3 sold May 11, 2012 for a recorded sales price of \$62,000 or \$1,378 per acre. The Grantee also owns the abutting properties and uses them as recreation land. Upon confirmation, the Grantee stated he paid below what the market would bear at that time for this sale because the seller was going through a divorce and needed to sell the property quickly. Based on the Grantee's information and market information, an adjustment of 20% was applied to Sale #3 as an upward adjustment to recognize the buyer's motivation.

Sale #3 is a good indicator of a larger residential land tract in Cheshire County in a rural residential neighborhood. Although Sale #3 is slightly larger, it has many similar physical characteristics to the subject property.

Sales Grid

The three comparables shown in the following grid were the most comparable sales know to me. The description includes a percentage adjustment, 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 less favorable than, the subject site, a positive (+) adjustment is made, thus increasing the indicated value for the subject. The unit of comparison on the following grid is per acre unit price.

-Analysis Grid-

Item	Subject Property	Comparable Sale #1	Comparable Sale #2	Comparable Sale #3
Address	Monadnock Street, Troy, NH	Whipple Hill Road, Richmond, NH	Stone Pond Road & Colonial Road, Marlborough, NH	Staddle Hill Road, Winchester, NH
Book/Page		2798/938	2786/567	2749/608
Sales Price		\$50,000	\$72,000	\$62,000
Price per Acre		\$1,754/Ac.	\$1,739/Ac.	\$1,378/Ac.
Date of Sale	4/21/2014 Inspected	1/28/2013	12/10/2012	5/11/2012
Sales or Financing Concessions	Not Applicable	None known	None known	+20%
Adj./\$ per Acre		\$1,754/Ac.	\$1,739/Ac.	\$1,654/Ac.
Time Adjustment	-	-0-	-0-	-0-
Time Adj./\$ per Acre		\$1,754/Ac.	\$1,739/Ac.	\$1,654/Ac.
Location	Rural Res. Neighborhood	Similar	Similar	Similar
Physical Charact. Size	35.00 acres	28.50 acres	41.40 acres	45.00 acres
Access	Town Road-Average	Similar	Similar	Similar
Timber	Wooded	Similar	Similar	Similar
Terrain	Level-rolling	Similar	Similar	Similar
Utility	Potential Residential Development Land or large Residential Building Lot	Similar	Similar	Similar
Net Adjusted Total (excluding Time)		-0-	-0-	-0-
Indic. Value Per Acre		\$1,754/Ac.	\$1,739/Ac.	\$1,654/Acre

Low: \$1,654/Acre

High: \$1,754/Acre

Mean: \$1,716/Acre

Basis of adjustments:

Due to the limitation of comparable sales of recent large land tract sales in the southwest section of NH, I expanded my sales research region to include Cheshire County. The three comparable sales used in this report are good indicators of large land sales and involve the transfer of the fee simple interests with no recorded financing. To the best of my knowledge, the sales reflect arm's length transactions.

The buyer of Sale #3 is the owner of the abutting land tracts. Upon confirmation, the Grantee stated he paid below what the market would bear at that time for this sale because the seller was going through a divorce and needed to sell the property quickly. Based on the Grantee's information and

market information, an adjustment of 20% was applied to Sale #3 as an upward adjustment to recognize the buyer's motivation.

The sales transferred from May 2012 through January 2013. Due to the decline in the real estate market for the past four years and the limitation in large land tract sales, no adjustments were applied for market conditions.

Physical Characteristics:

Sale #1 is slightly smaller in size. Sales #2 and #3 are slightly larger in size than the subject; however, their similar unit prices do not support a size adjustment. All three sales are comparable in physical characteristics to the subject property and no additional adjustments were warranted.

The sales analysis on the previous grid shows slight differences in several categories. Based on the current real estate market in the State, and similar highest and best use as residential development land or as a large residential building site, these characteristics do not seem to be individually recognized differences in the overall price.

-Reconciliation and Conclusion-

The land sales analysis results in adjusted per acre unit values from \$1,654 - \$1,754 or 6.05% difference between the adjusted low-high ends of the range. These sales represent the most recent comparable large land sales in Cheshire County. Sales #1 and #2 are the most similar to the subject property and no adjustments were warranted. The only adjustment applied was for sale concessions to Sale #3. The heaviest weight was placed on Sales #1 and #2 due to their overall similarities to the subject property and due to the lack of adjustments.

Therefore, I estimate the market value of the fee simple interest of the State owned 35.00 acre parcel along Monadnock Street in Troy, NH as of April 21, 2014 to be

\$61,500 rounded
(\$1,750/Acre x 35 acres)

Easement Calculations:

Public Service Company of NH is interested in obtaining a permanent utility easement on 4.72 acres of the subject's 35 acres for the expansion of a transmission line. The easement area is an irregular narrow strip of 150 feet wide and about 1370 feet long, beginning on the south side of Monadnock Street. The area is mainly wooded with some scattered pockets of wetland. It abuts an existing 250 feet wide utility easement.

The subject's highest and best use was previously determined to be potential residential development or a large residential building site. The easement will be a permanent encumbrance on the subject property and includes many of rights of the Bundle of Rights which may impact the future development of the property along the eastern area.

Based on these facts, I applied a 75% of fee value as a reasonable percentage to recognize the permanent encumbrance as shown below.

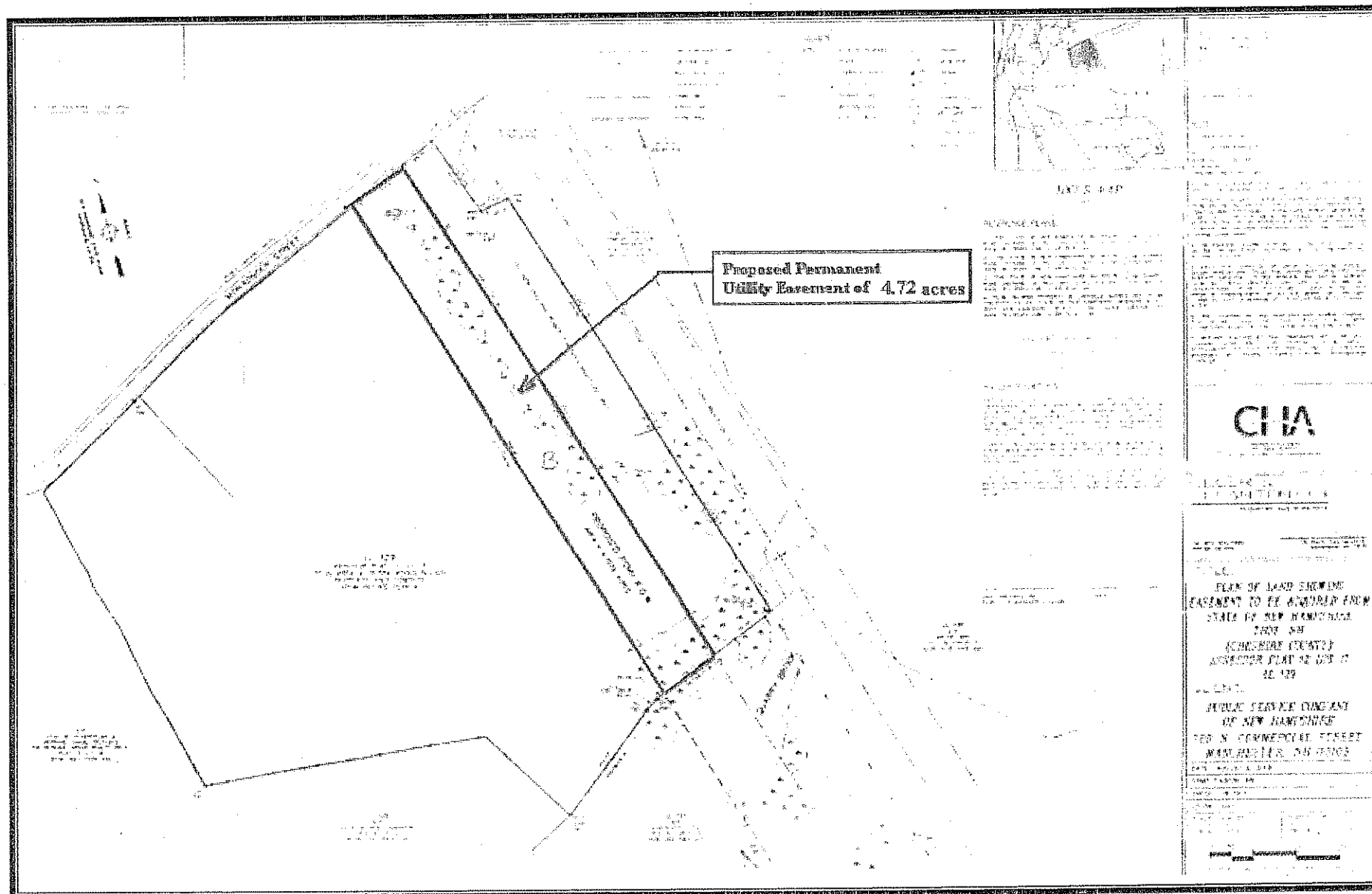
Therefore, I estimate the proposed permanent utility easement of 4.72 acres located on the State owned 35.00 acre parcel along Monadnock Street in Troy, NH as of April 21, 2014 to be

\$9,700 rounded

$(\$1,750/\text{Acre} \times 75\% = \$1,313 \text{ per acre})$

$(4.72 \text{ acres} \times \$1,313 \text{ per acre} = \$6,200 \text{ rounded})$

"Plan of Land Showing Easement to be Acquired from the State of NH by Public Service Company of NH"



Soils Survey Map

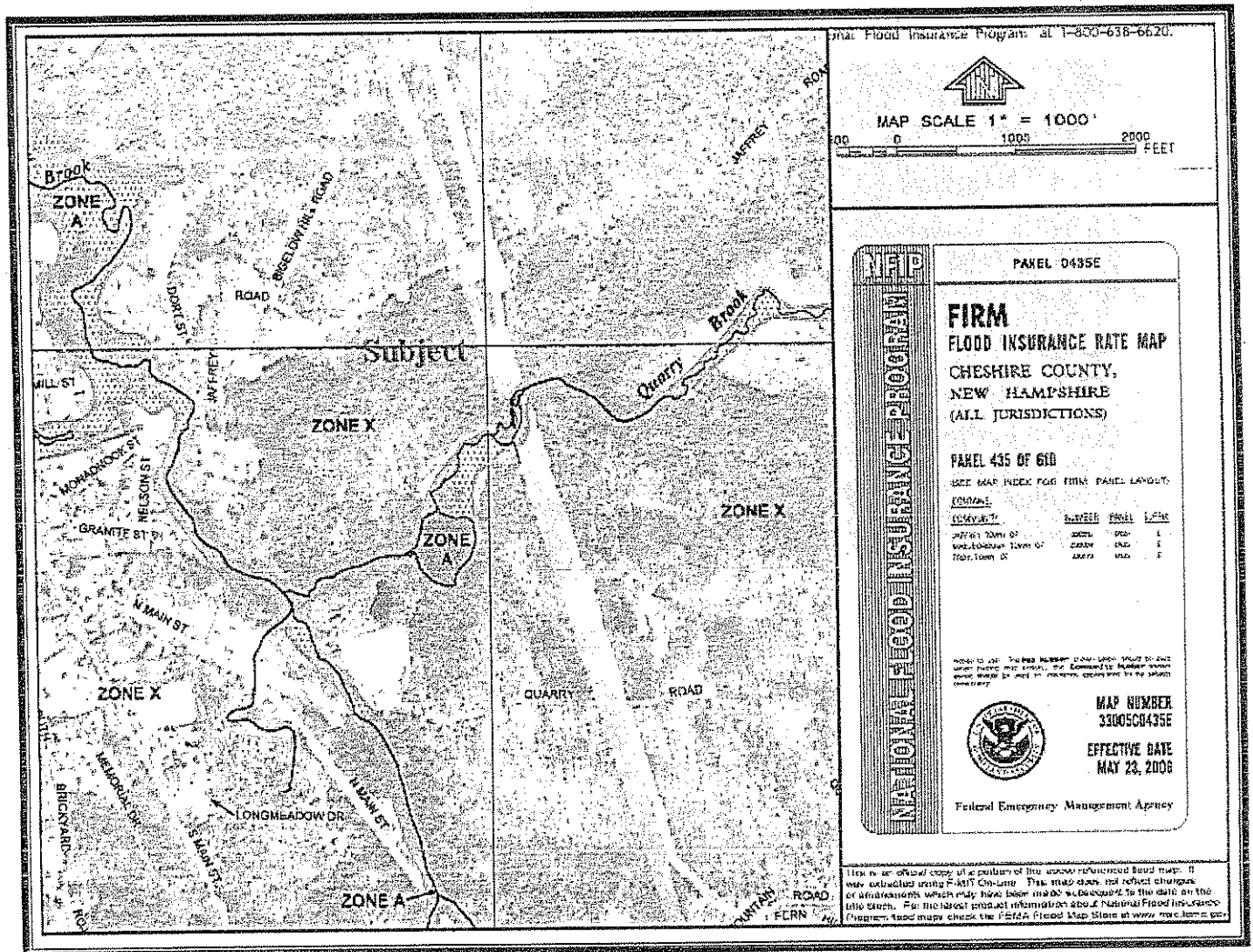
According to the Cheshire County Soil Survey, the majority of the subject's soils are 60C, Tunbridge-Berkshire complex with 8-15% slopes, 169C, Sunapee fine sandy loam with 8-15% slopes and 395, Chocorua mucky peat.



Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
57D	Becket fine sandy loam, 15 to 25 percent slopes, very stony	3.3	3.0%
60B	Tunbridge-Berkshire complex, 3 to 8 percent slopes, very stony	0.5	0.5%
60C	Tunbridge-Berkshire complex, 8 to 15 percent slopes, very stony	70.0	65.1%
60D	Tunbridge-Berkshire complex, 15 to 25 percent slopes, very stony	3.6	3.4%
168B	Sunapee fine sandy loam, 3 to 8 percent slopes	1.0	0.9%
169B	Sunapee fine sandy loam, 3 to 8 percent slopes, very stony	3.3	3.1%
169C	Sunapee fine sandy loam, 8 to 15 percent slopes, very stony	15.9	14.8%
395	Chocorua mucky peat	9.2	8.6%
559B	Skerry fine sandy loam, 3 to 8 percent slopes, very stony	0.7	0.7%
Totals for Area of Interest		107.6	100.0%

FEMA Flood Map

According to the FEMA flood map # FM33005CO435E dated May 23, 2006, the majority of the subject property is *not* located in a flood zone. The subject's stream area is located in a Zone A with a 1% chance of flooding in any given year.



Appraiser Qualifications

JESSIE C. TICHKO

NHCG #662

Appraisal Experience	2005 to present time Real Estate Appraiser/Reviewer IV 2001-2005 Real Estate Appraiser III Bureau of Right-of-Way NH Department of Transportation Concord, NH
Education	1979 B.A. Wittenberg University Springfield, Ohio triple major: Science, Geography, & Education
Special Licenses	Certified General with the NH Real Estate Appraiser Board NHCG #662
Appraisal Courses	Society of Real Estate Appraiser Courses 101 and 102, <i>completed & passed</i> J.M.B. Realty Course: Appraising Income Properties, <i>completed and passed</i> M.R.E.B. Course: Advance Income Capitalization <i>completed and passed</i> International Right-of-Way Association Course 401 (Partial Takes), <i>completed & passed</i> I.R.O.W.A. Course 214 Expert Testimony <i>completed & passed</i> Appraisal Institute Course 430 Standards of Professional Practice <i>completed & passed</i> Uniform Standards of Professional Appraisal Practice 3 day class: <i>completed & passed</i> Appraisal Institute Course 710 Condemnation Appraising Principles & Applications <i>completed & passed</i> Appraisal Institute Course 720 Condemnation Appraising Advanced Topics & Applications <i>completed & passed</i> NH Certified Public Supervisory Program: 2 year program <i>Completed in 1 year</i>
Court Testimony	NH Board of Land and Tax Appeals, Superior Court

Legal Description

NH Dept of
Transportation

019436 EX

2004 DEC 15 AM 11:36

REC'D CHESHIRE COUNTY
REGISTER OF DEEDS

Curran & Mitchell

BK2203PG0558

WARRANTY DEED

THAT, Lakesville Shores, Inc., a Maine corporation, of PO Box 96, Winn 04495 of Penobscott County, State of Maine, for consideration paid, grant to the State of New Hampshire, whose address is PO Box 483, 7 Hazen Drive, Concord, New Hampshire 03302-0483, with WARRANTY covenants,

A certain parcel of land situate on the Southerly side of Mondanock Street, as now travelled, in the Town of Troy, County of Cheshire and State of New Hampshire, bounded and described as follows:

Beginning at a point in the Southerly side line of Mondanock Street, as now travelled, said point also being in the division line between and of the Grantor and land now or formerly of Public Service Company of New Hampshire, thence with said division line along the following courses:
S 04° 55' 37" E a distance of two hundred one and ninety-four hundredths (201.94) feet to a point,
thence S 84° 23' 55" E a distance of nineteen and ninety-five hundredths (19.95) feet to a point,
thence S 84° 23' 55" E a distance of fifty and five hundredths (50.05) feet to a point,
thence S 02° 55' 22" E a distance of six hundred nineteen and fifty-eight hundredths (619.58) feet to a point,
thence S 02° 58' 41" E a distance of five hundred thirty-five and sixty-five hundredths (535.65) feet to a point in the division line between and of the Grantor and land of the State of New Hampshire, formerly of Ida Clark, said point also being in a broken stone wall, thence with said division line and stone wall along the following courses:
S 79° 49' 46" W a distance of fifteen and ninety-six hundredths (15.96) feet to a point,
S 81° 25' 46" W a distance of three hundred twenty and eleven hundredths (320.11) feet to a point,
thence S 72° 39' 07" W a distance of thirty-five and twenty-six hundredths (35.26) feet to a point,
thence S 64° 31' 10" W a distance of three hundred four and ninety-nine hundredths (304.99) feet to a point,
thence N 16° 56' 34" W a distance of two hundred seventy-five and nineteen hundredths (275.19) feet to a point,
thence N 69° 33' 49" W a distance of forty-four and thirty-four hundredths (44.34) feet to a point,
thence N 70° 24' 34" W a distance of four hundred twenty-five and thirty-six hundredths (425.36) feet to a point,
thence N 71° 49' 33" W a distance of one hundred ninety and forty-nine hundredths (190.49) feet to a point in the division line between and of the Grantor and land now or formerly of Berkach Group Realty Trust, said point also being in another stone wall,
thence N 01° 04' 37" E a distance of one hundred seventy-four and seventy-two hundredths (174.72) feet to a point,
thence N 01° 47' 52" W a distance of eighty-eight and fifty-one hundredths (88.51) feet to a point,
thence N 03° 23' 09" E a distance of one hundred sixty-nine and seven hundredths (169.07) feet to a point,
thence N 05° 11' 44" W a distance of one hundred one and fifty-four hundredths (101.54) feet to a point,
thence N 08° 34' 20" E a distance of forty-two and fifty-two hundredths (42.52) feet to a point,
thence N 05° 38' 07" W a distance of twenty-four and sixty-seven hundredths (24.67) feet to a point,
thence N 01° 11' 00" E a distance of one hundred ninety-three and eight hundredths (193.08) feet to a point in the Southerly side line of Mondanock Street, as now travelled, thence Easterly with said side line along the following said courses:
thence N 74° 36' 02" E a distance of eighty-three and eighty-two hundredths (83.82) feet to a point,
thence N 72° 50' 43" E a distance of fifty-seven and twenty-one hundredths (57.21) feet to a point,
thence N 74° 35' 40" E a distance of one hundred fifty-six and fifty hundredths (156.50) feet to a point,
thence N 70° 55' 34" E a distance of seventeen and thirteen hundredths (17.13) feet to a point,
thence N 73° 46' 15" E a distance of two hundred and nineteen hundredths (200.19) feet to a point,
thence N 73° 42' 07" E a distance of fifty-one and twenty-four hundredths (51.24) feet to a point,
thence N 75° 34' 26" E a distance of forty-eight and five hundredths (48.05) feet to a point,

BK2203PG0559

thence N 79° 37' 47" E a distance of one hundred ninety-six and forty-five hundredths (196.45) feet to a point,
thence N 78° 29' 39" E a distance of two hundred and twenty-nine hundredths (200.29) feet to a point,
thence N 80° 04' 11" E a distance of two hundred twelve and twenty-five hundredths (212.25) feet to the point of beginning.

Excepting and reserving all easements of record.

Said parcel being acquired for the Troy, NHS-T-F-0131(035), 10434 Project on file in the records of the New Hampshire Department of Transportation and to be recorded in the Cheshire County Registry of Deeds.

Containing thirty-five and fifty eight hundredths (35.58) acres, more or less, and being a portion of that real estate recorded March 8, 2002, at the Cheshire County Registry of Deeds in Book 1879, Page 246. Said parcel also shown on a plan showing Subdivision of Property of Lakeville Shores, Inc. Monadnock Street, Troy, New Hampshire by DiBernardo Associates LLC, Bellows Falls, Vermont and Keene, New Hampshire and recorded at the Cheshire County Registry of Deeds in Cabinet 12, Drawer 10, No. 116 on December 15, 2004

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 16th day of November, 2004.

LAKEVILLE SHORES, INC.

By: Herbert C. Haynes, Jr.
Title: President

STATE OF MAINE, Penobscott SS A. D., 2004.

On this 16th day of November, 2004, before me, Kimberly Downs the undersigned officer, personally appeared, Herbert C. Haynes Jr., who acknowledged as being President, and that as such President, being authorized so to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation as President.

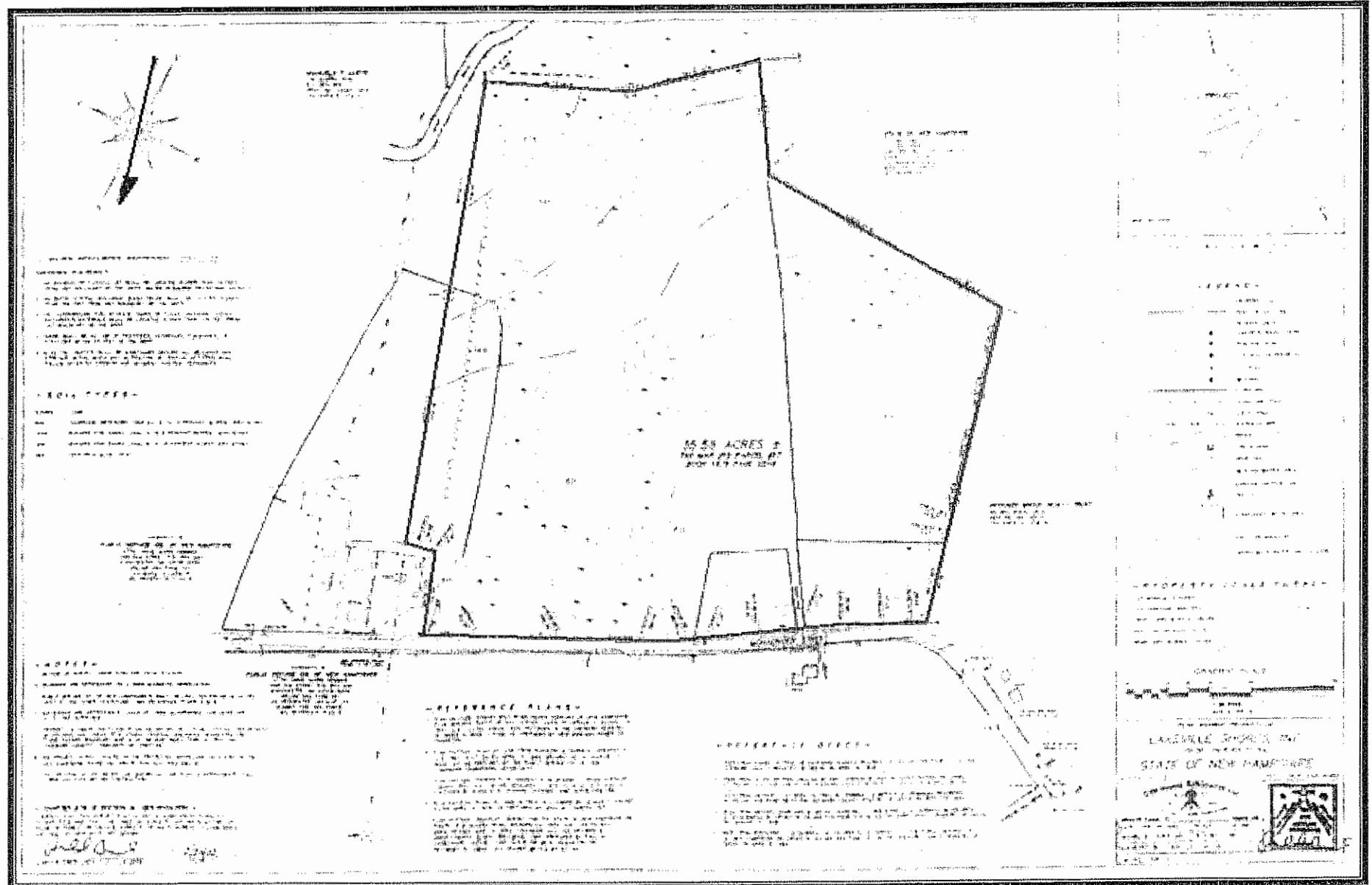
IN WITNESS WHEREOF I have hereunto set my hand and seal.

Kimberly J. Downs
Notary Public/Judge of the Peace
My commission expires: _____

KIMBERLY J. DOWNS
MY COMMISSION EXPIRES JULY 9, 2007

ATTEST
EVELYN S HUBAL
Cheshire Register of Deeds

Plan for the State of NH



Assessment Card

Note: The town of Troy and the State of NH differ on the total acreage of the subject property.

Web GIS Summary Card

NHDRA Mosaic Parcel Map System -DOT Portal

CAMA Data Current to:
10/30/2012

MONADNOCK STREET, Troy New Hampshire

Address: MONADNOCK STREET	Municipality: Troy	County: Cheshire
NHGIS ID: 03215-012-0017-0000	Unique ID: 215-907	Town ID: 215
Parcel ID: 012-0017-0000	CAMA ID: 907	County ID: 3
Map: 012	Block: 0017	Lot: 0000
Unit:	Sub:	
Map Cut:	Block Cut:	Lot Cut:
Unit Cut:	No. Cards:	

Owner Information

Owner: STATE OF NEW HAMPSHIRE Co-Owner:
Mailing Address: DEPARTMENT OF TRANSPORTATION PO BOX 483 CONCORD, NH 03302-0483

Land Information

Area: 45.00 ac Zone: RURA Land Use: Local: 9010 State: 27(Unclass/Unk Land)
Flood Code: Util Code 1: Util Code 2: Traffic Code:

Building Information

Type:	Year Built:	Rooms:	Beds:	Baths:	Full:	Half:
Area (N): sqft	I-Wall:		Roof Type:		Cond:	
Area (G): sqft	X-Wall:		Roof Cover:		Grade:	

Transaction Information

Date: 12/15/2004 Price: \$ Book-Page: 2203-0558 Grantor: LAKEVILLE SHORES INC

Assessment Information

10/30/2012	Land: \$3032	Building \$0	Features: \$0	Total: \$3032
2012-10-30	Land: \$3032	Building \$0	Features: \$0	Total: \$3032

Supplemental Information

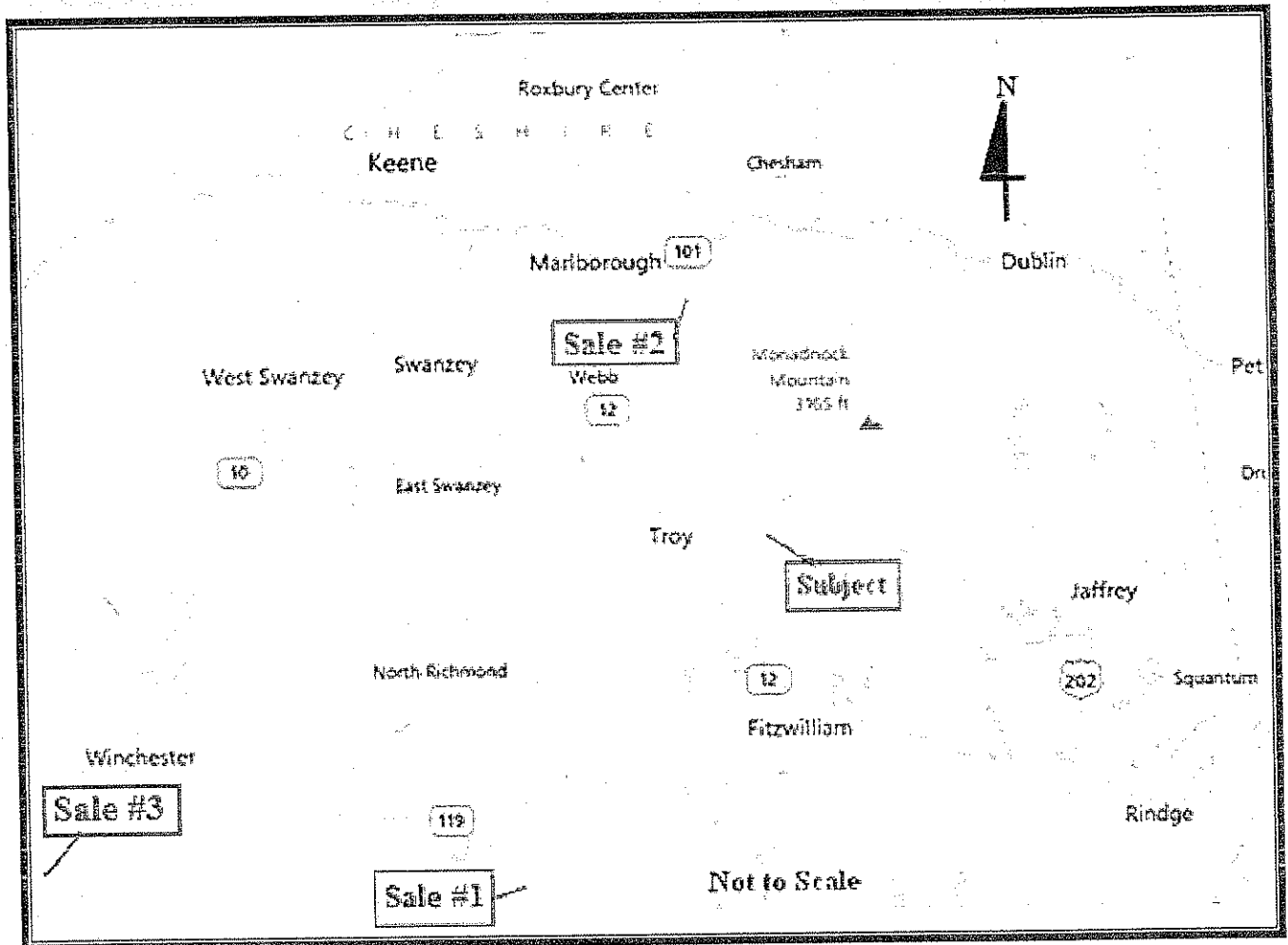
Current To: 10/30/2012	Updated: 2014-01-21	Parcel Link? Yes
Records: 1134	State Owned: Yes	Bld Vpsf: Land Vpsf: 1

This report was compiled using data believed to be accurate; however, a degree of error is inherent in all data. 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. No attempt has been made in either the design or production of the report to define the limits or jurisdiction of any federal, state, or local government. This is not an official municipal tax card. This report was generated from data supplied by the municipality for the Mosaic Parcel Map Project. The data is current to the date shown at the top of the page and may not represent finalized municipal values. For the most current information please contact the municipality directly.

Subject and Sales Location Map

These maps are provided to assist the reader in locating the subject and comparable properties in the field, and clarify their relationships to each other.

Land Sales and Subject Location Map



Land Sale #1

Address	Whipple Hill (West side), Richmond, NH		
Grantor	Victoria True Revocable Trust		
Grantee	Lakeville Shores Inc.		
Condition of	arm's-length		
Sales Price	\$50,000	Unit Price	\$3,632/acre
Date of Sale	1/28/2013	Date Recorded	2/20/2013
Financing	None recorded		
Confirmation	5/2014, realtor, recorded deed,		
County	Cheshire	Deed Type	Warranty
Tax Stamps	\$750	Book/Page	2798/938
Lot Size (ac)	28.50 acres	Shape of Lot	irregular
Frontage (ft)	544'	Road Grade	above road
Topography	level to rolling	Landscaping	wooded
Road Surface	gravel Town maintained	Soils	sandy loam
Electric	Available at road	Gas	propane
Water	Private	Sewer	Private
Easements	None known	Zoning	Residential
Highest and Best	large residential building lot or potential residential development land		
Present Use	Vacant land		

Comments: Tax Map: 410 Lot: 45

The Grantee has purchased this property as an investment and has recently logged the property. There are potential views to the east.

The map shows a 28.50-acre property with the following boundary measurements in feet: 500', 785', 310', 77', 217', 544', and 1,498'. The property is situated near several roads: Barrus Rd to the northeast, Upper Cuddy Rd to the west, and Cuddy Rd to the south. A north arrow and the text "Not to Scale" are also present.

Photograph of Sale #1
Whipple Hill Road, Richmond, NH
April 21, 2014



Looking southwesterly at sale from Whipple Hill Road, Richmond, NH

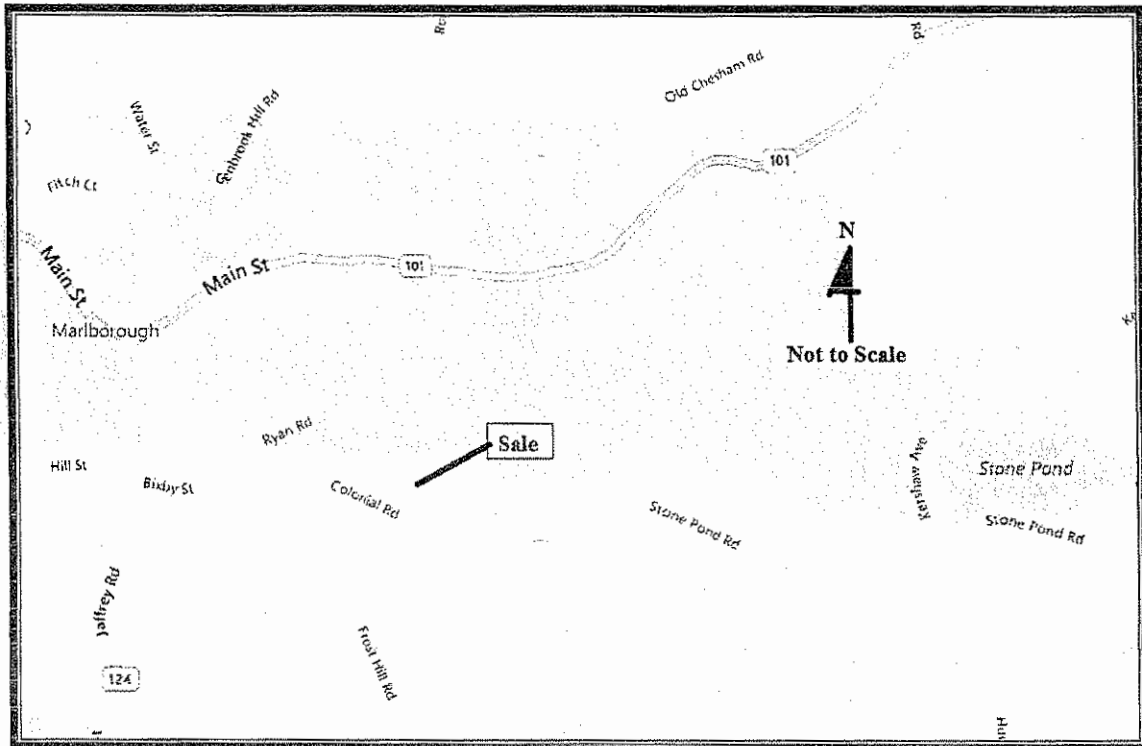
Land Sale #2

Address	Colonial Road and Stone Pond Road, Marlborough, NH		
Grantor	Michael Summers		
Grantee	Anthony C. and Laura A. Dibenedetto		
Condition of	arm's-length		
Sales Price	\$72,000	Unit Price	\$1,739/acre
Date of Sale	12/10/2012	Date Recorded	12/10/2012
Financing	None recorded		
Confirmation	5/2014, Grantee, PA 34 Form, recorded deed,		
County	Cheshire	Deed Type	Warranty
Tax Stamps	\$1,080	Book/Page	2786/567
Lot Size (ac)	41.40 acres	Shape of Lot	irregular
Frontage (ft)	1,300'	Road Grade	below road
Topography	level to rolling	Landscaping	wooded
Road Surface	gravel Town maintained	Soils	sandy loam
Electric	Available at road	Gas	propane
Water	Private	Sewer	Private
Easements	None known	Zoning	Residential
Highest and Best	large residential building lot or potential residential development land		
Present Use	Vacant land		

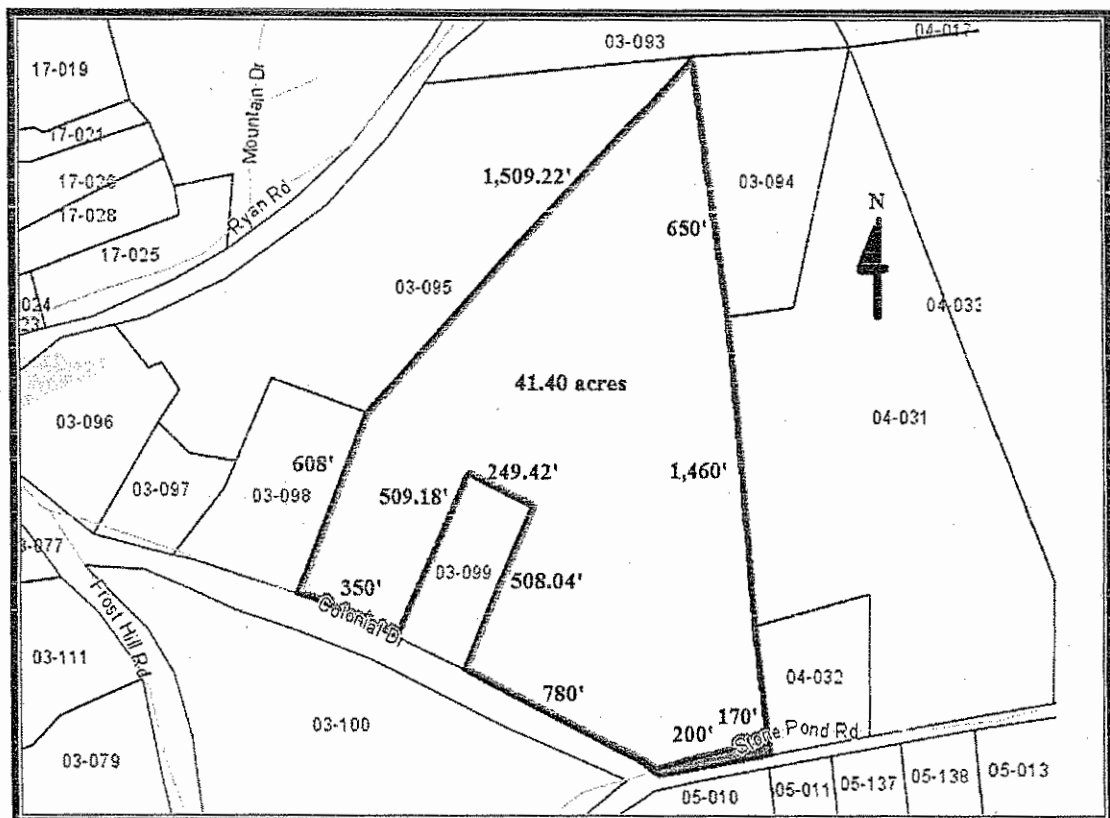
Comments: Tax Map: 3 Lot: 110

The Grantee has purchased this property as an investment. There are potential views to the north.

Location Map

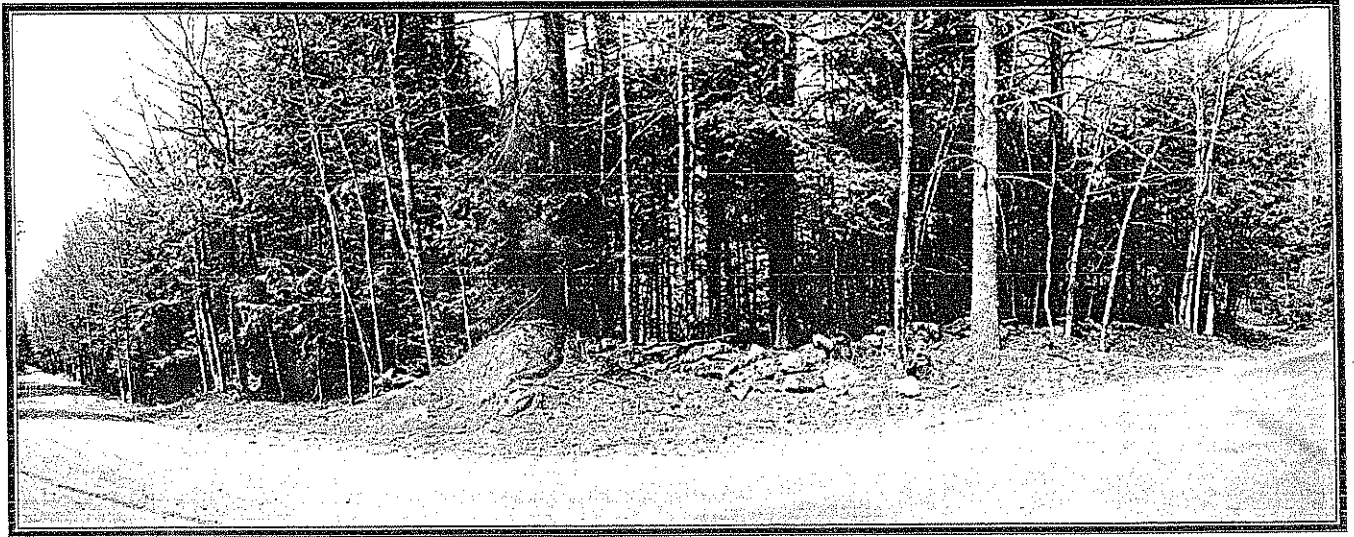


Tax Map Map 3 Lot: 110



Photograph of Sale #2
Colonial Drive and Stone Pond Road, Marlborough, NH
April 21, 2014

Panoramic



Looking northerly at sale from Stone Pond Road, Marlborough, NH

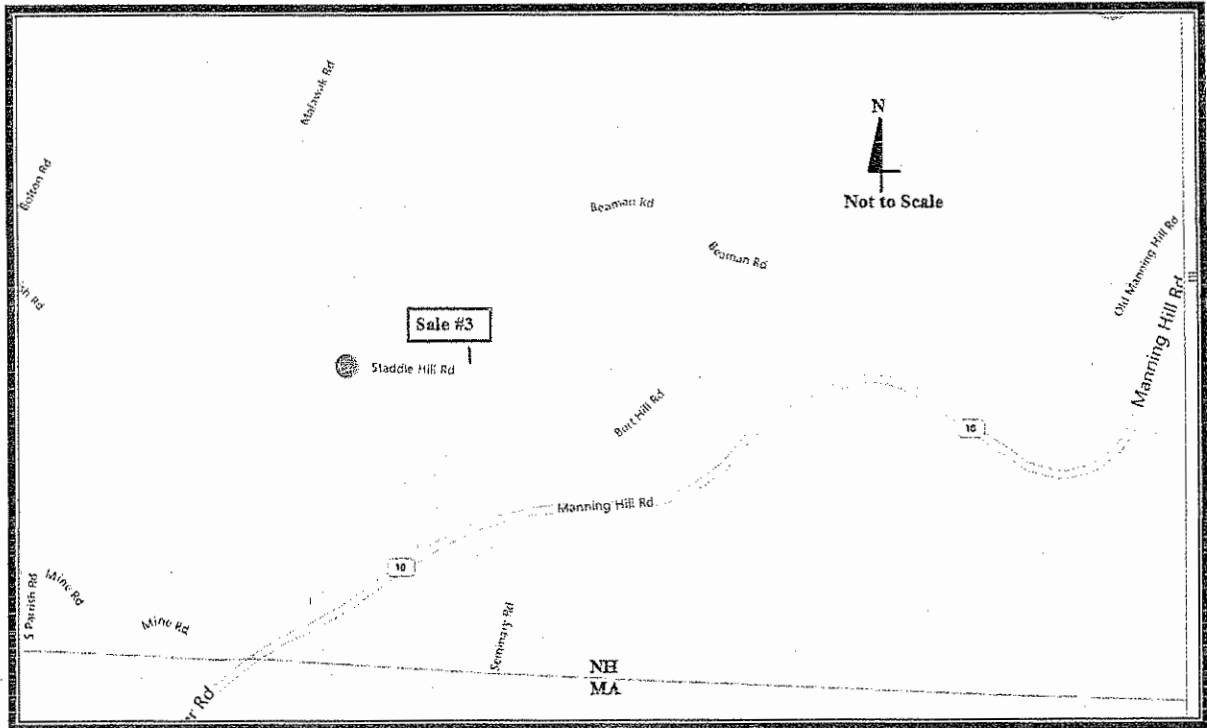
Land Sale #3

Address	Staddle Hill Road (north side), Winchester, NH		
Grantor	John P. Sinnott		
Grantee	John H. Hann III Revocable Trust		
Condition of	arm's-length		
Sales Price	\$62,000	Date of Sale	5/11/2012
Financing	None recorded		
Confirmation	5/2014, Grantee		
Date Recorded	5/14/2012	Unit Price	\$1,378/acre
County	Cheshire	Deed Type	Warranty
Tax Stamps	\$930	Book/Page	2749/608
Lot Size (ac)	45.00 acres	Shape of Lot	irregular
Frontage (ft)	782'+/-	Road Grade	At road
Topography	rolling	Landscaping	wooded
Road Surface	gravel town maintained	Soils	sandy loam
Electric	Available at road	Gas	propane
Water	Private	Sewer	Private
Easements	None known	Zoning	Residential
Highest and Best	large residential building lot or potential residential development land		
Present Use	Vacant land		

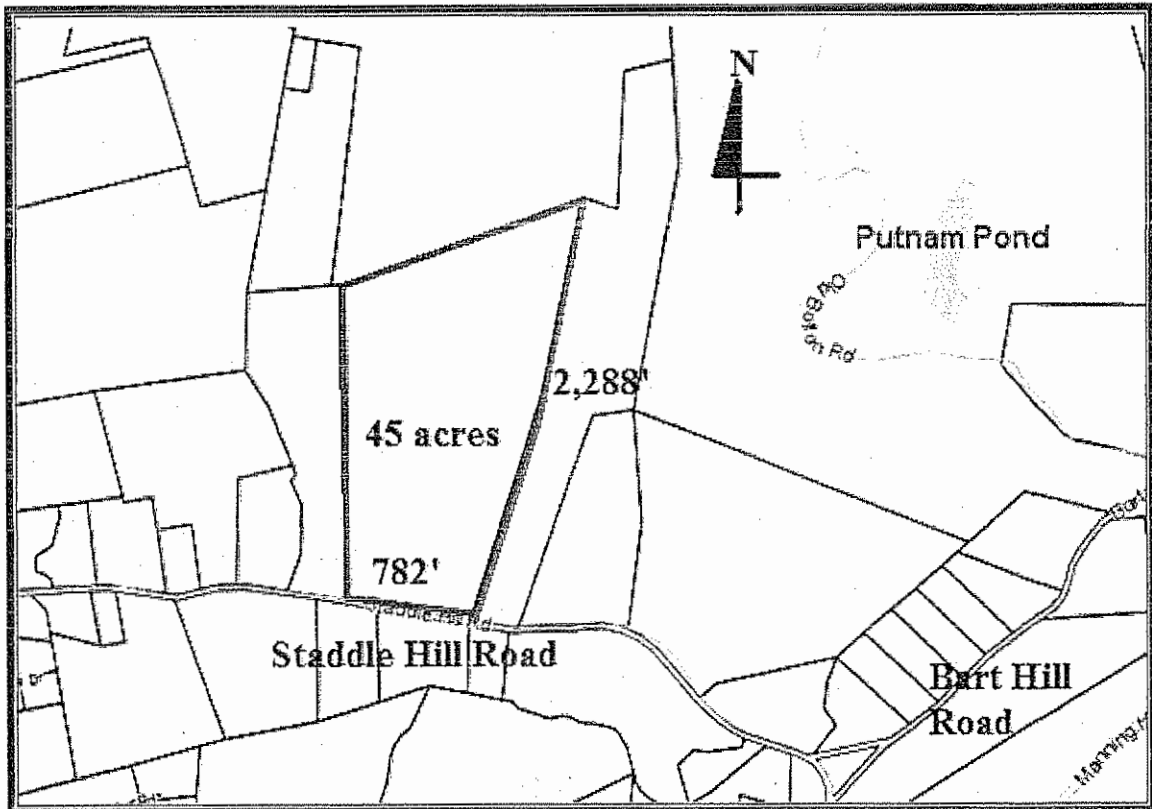
Comments: Tax Map: 1 lot: 48

The Grantee also owns the abutting land tracts. Upon confirmation, the Grantee said he paid below what the market would bear at that time for this sale because the seller was going through a divorce and needed to sell the property quickly. Based on the Grantee's information and market information, an adjustment of 20% was applied to Sale #3 as an upward adjustment to recognize the buyer's motivation. The Grantee currently uses this property for recreational use i.e. trails.

Location Map



Tax Map Map 1 Lot 48



Photograph of Sale #3
Staddle Hill Road, Winchester, NH
April 21, 2014



Looking northerly at the sale from Staddle Hill Road, Winchester, NH

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

LRCP 14-018

FROM: Charles R. Schmidt, PE
Administrator

DATE: May 30, 2014

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

SUBJECT: Transfer of State Owned Land in Conway
RSA 228:31-b

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

REQUESTED ACTION

Pursuant to RSA 228:31-b, the Department of Transportation (DOT) requests authorization to dispose of surplus property owned by DOT through the transfer of a 6.7 +/- acre parcel of State owned land with improvements located on the northeasterly side of NH Route 112 in the Town of Conway to the NH Fish and Game Department, at no cost.

EXPLANATION

The Department of Transportation (DOT) has received a request from NH Fish and Game Department (Fish and Game) requesting to accept control and management responsibility of a 6.7 +/- acre parcel of State owned land owned by the DOT with improvements located on the northeasterly side of NH Route 112 in the Town of Conway, at no cost.

This parcel, which was acquired by the DOT in 1958, is improved with several storage buildings and was utilized by the DOT as a Maintenance Facility. The DOT is no longer utilizing this facility and it is surplus to their needs.

Fish and Game is requesting control and management responsibility of this parcel to safely store approximately 20 off-highway recreational vehicles and trailers, 20 snowmobiles and trailers, 10 patrol boats and trailers, and 1 air-boat and trailer. The main shed / garage area will accommodate these needs. Further, this facility can be used by Fish and Game as a staging area for search and rescue operations in the area of the White Mountains and surrounding area when necessary.

Fish and Game also respectfully request that the parcel be named after Conservation Officer Sgt. Brian E. Abrams, who was a 22-year veteran of the Law Enforcement Division for Fish and Game. Sgt. Abrams was assigned to patrol the Bartlett/Conway patrol area in 1991 and served within this patrol area his entire career. Placing this parcel in the name of Sgt. Abrams would be a fitting tribute for the years of dedicated service Sgt. Abrams provided within this patrol area.

A condition of this transfer would be that this parcel would be transferred back to the Department of Transportation if it were needed for transportation purposes in the future.

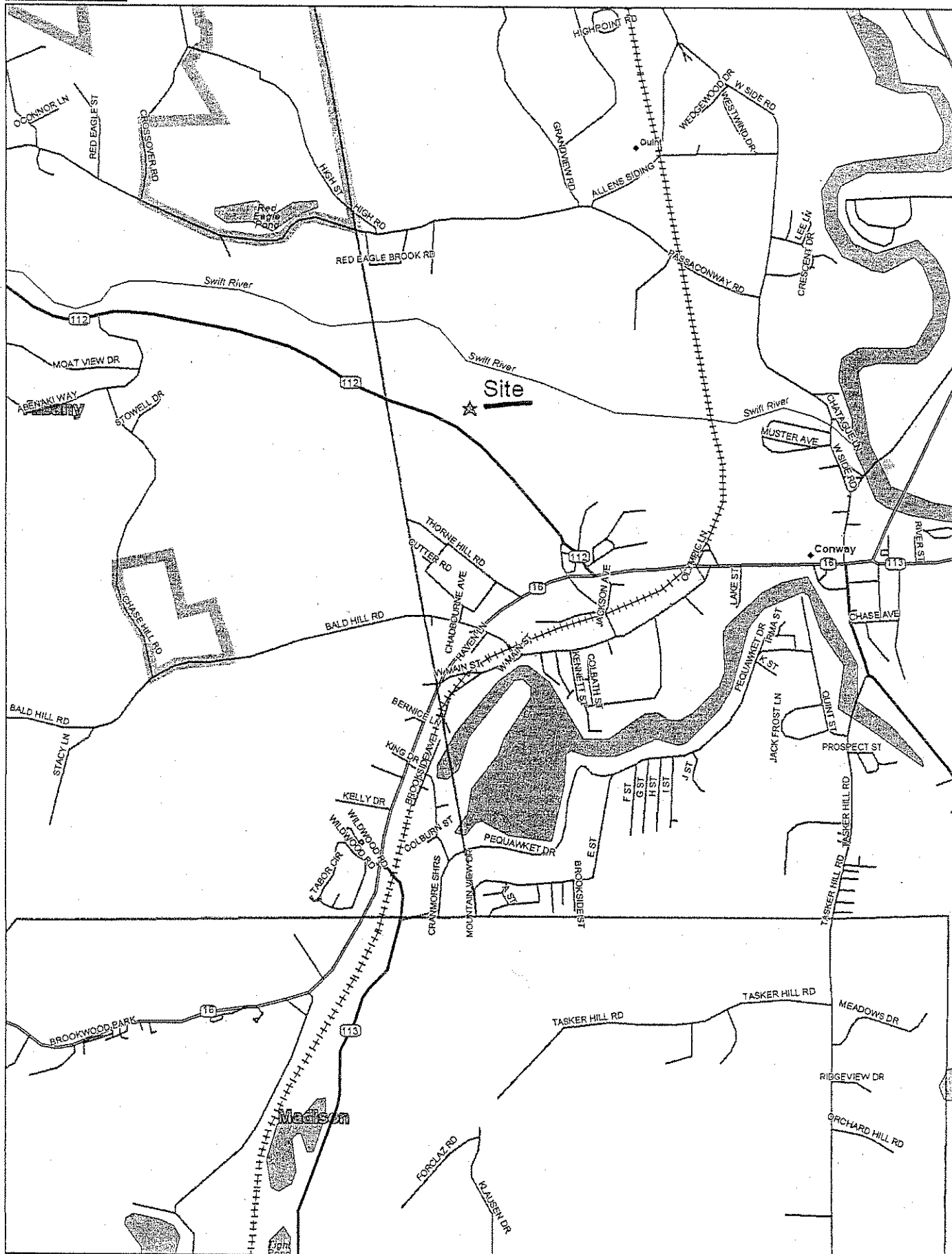
As part of this transfer of control and management responsibility, Fish and Game will assume full maintenance responsibility and liability concerning the use of this property.

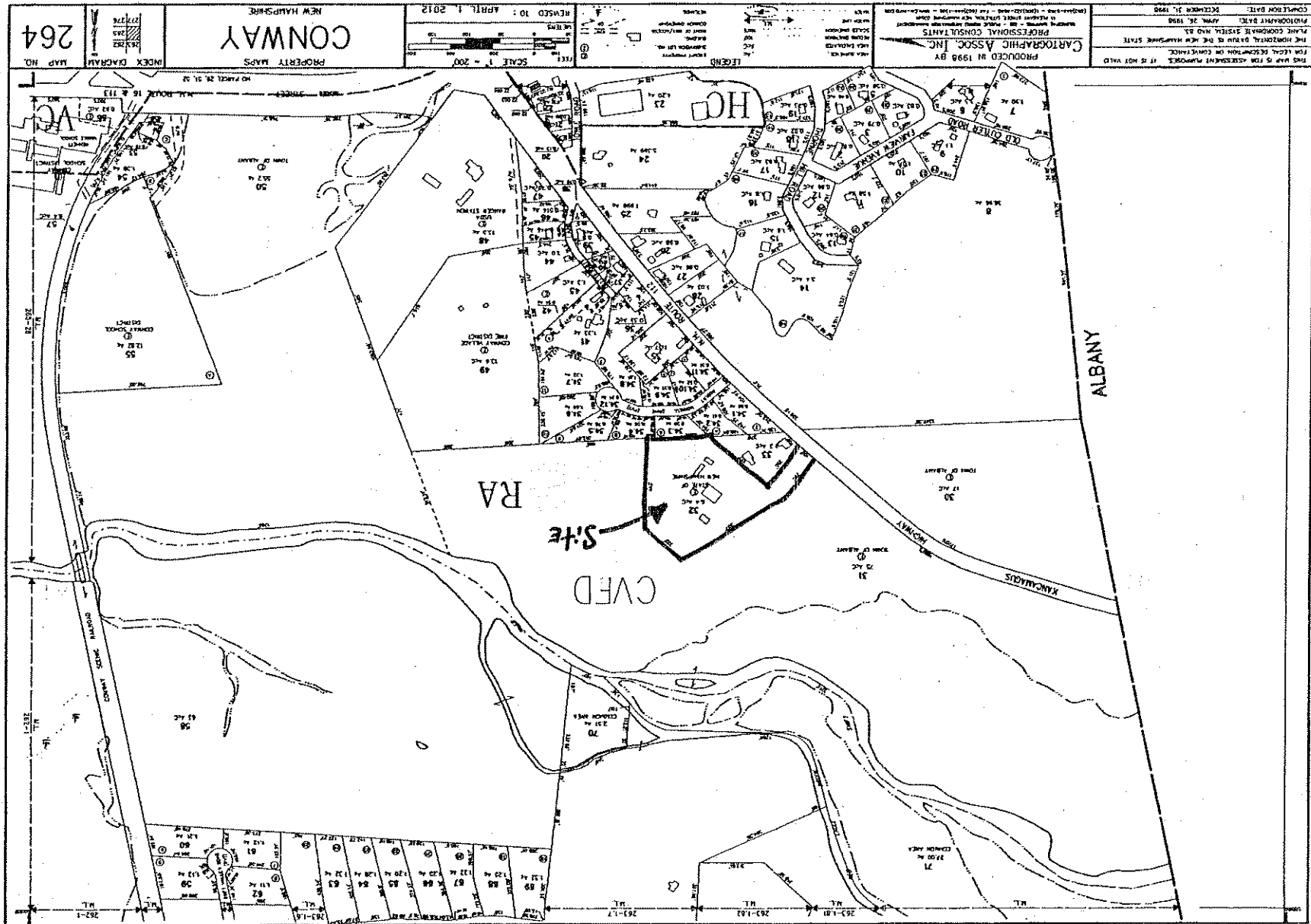
The NH Fish and Game Department and the NH Department of Transportation have reviewed this request and both agencies support this transfer.

RSA 228:31-b, Section VIII, states that all requests for disposal of surplus property owned by the Department of Transportation shall be reviewed and approved by the Long Range Capital Planning and Utilization Committee prior to submission to the Governor and Council for approval.

Authorization is requested to transfer the subject parcel to the NH Fish and Game Department as outlined above.

CRS/PJM/dd
Attachments







New Hampshire Fish and Game Department

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

August 1, 2013

Commissioner Christopher D. Clement, Sr.
New Hampshire Department of Transportation
7 Hazen Drive
Concord, New Hampshire 03302-0483

RE: SURPLUS OF DISTRICT 3 - CONWAY PATROL SHED #301
237 KANCAMAGUS HIGHWAY - CONWAY TAX MAP 264, LOT 32

Dear Commissioner Clement:

It has come to our attention that the Department of Transportation has determined that Conway Patrol Shed #301 is in surplus to the Department's needs. This letter is to inform you that the New Hampshire Fish and Game Department has an interest in this property and would like to request further information on the process of transferring the responsibilities of this property to the New Hampshire Fish and Game Department's Law Enforcement Division.

Sincerely,

Colonel Martin S. Garabedian
NH Fish and Game Department

cc: Glenn Normandeau, NHFG Executive Director
Philip Miles, NHDOT ROW
Steve Johnson, NHDOT OPS Highway
Betsey McNaughten, NHFG Land Agent

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

STATE OF NEW HAMPSHIRE

INTER-DEPARTMENT COMMUNICATION

From: Shelley Winters *SW*
Administrator

Date: May 20, 2014

Thru: Patrick C. Herlihy *PH*
Director, Division of Aeronautics, Rail & Transit

Charles Schmidt, PE *CS*
Administrator, Bureau of Right-of-Way

AT: Dept. of Transportation
Bureau of Rail and Transit

Subject: State-owned Northern Railroad Corridor
Proposed Transfer – Town of Boscawen (RSA 228:67)

To: Rep. David Campbell, Chairman
Long Range Capital Planning and Utilization Committee

REQUESTED ACTION

The Department of Transportation, pursuant to the provisions of RSA 228:67, requests approval to transfer ownership and management of the Gerrish Depot on the State-owned Northern Railroad in Boscawen, NH to the Department of Resources and Economic Development (DRED) for rehabilitation, historic preservation, and management as a recreational facility. This is a no cost transfer between Departments.

EXPLANATION

The State of New Hampshire acquired the abandoned Northern Railroad corridor, and several existing structures including the Gerrish Depot, from Boscawen to Lebanon in order to preserve the corridor for future transportation and recreational use. As there is no future rail transportation use for the Gerrish Depot, the Department therefore requests to transfer ownership and management of the Gerrish Depot to DRED so that the Depot can be integrated into DRED's overall management of the railroad corridor.

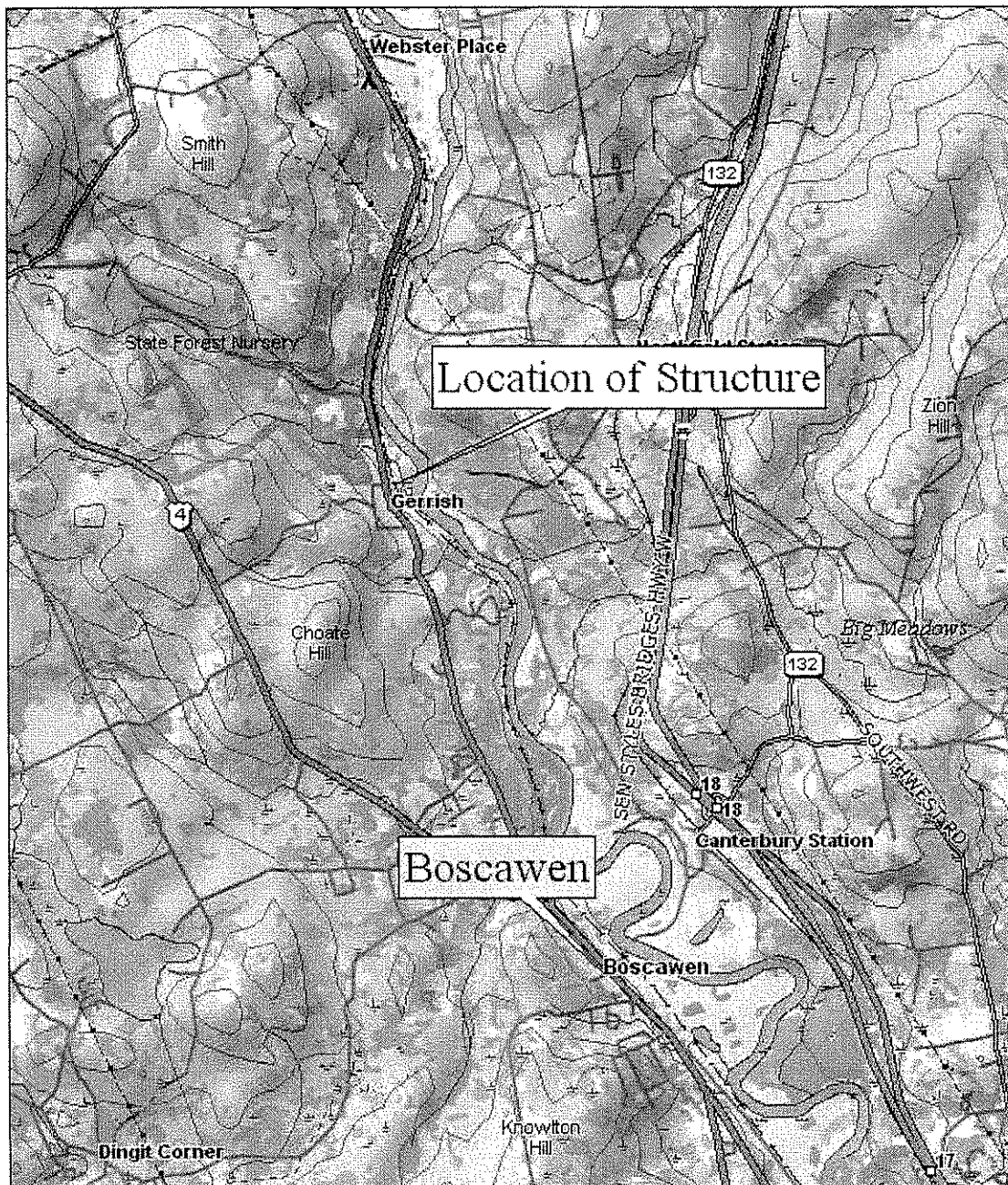
With the Gerrish Depot under the purview of DRED, this will also provide a single point of contact for the corridor and its buildings so that abutters, municipalities, users of the corridor, and other entities will be able to easily discuss pertinent matters with one State agency.

Additionally, the Department of Transportation will retain the right of first refusal on the future disposal of any of this property, a railroad easement if required under the

terms of the original acquisition, and the right to maintain any drainage or other facilities serving the adjacent highway, US Route 3.

Therefore, in the best interest of all parties and to amicably resolve the aforementioned issues, the Department requests authorization to transfer the subject parcel to Department of Resources and Economic Development as outlined above.

Attachments



GERRISH DEPOT TRANSFER OF MANAGEMENT

DELORME

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www.delorme.com

★
MN (14.8° W)

0 ½ 1 1½ 2 mi

Data Zoom 11-0

No. 3 Water Rig

GERRISH

US Route 3

No. 9

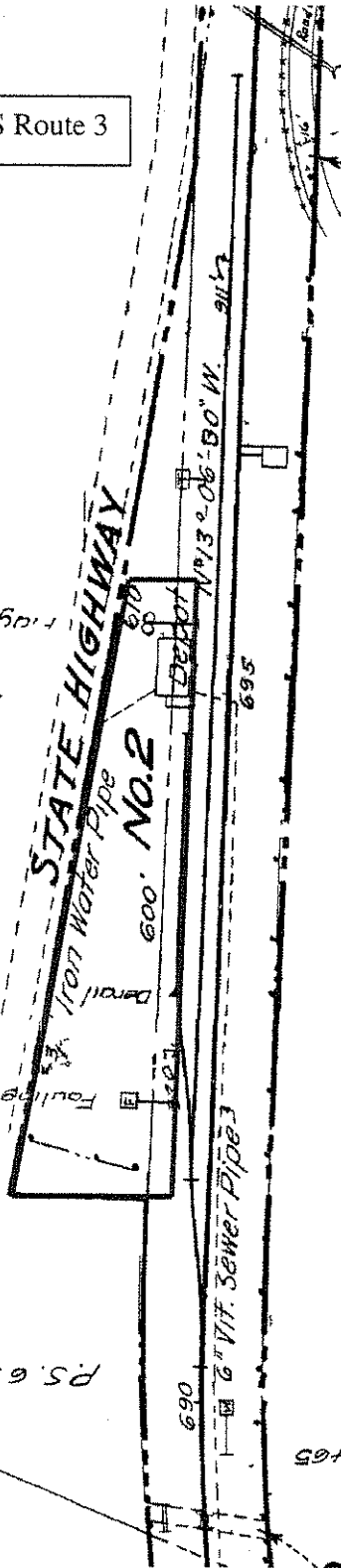
Sec. 10.

Depot 694+362
Fog Sig 695+480

A R Ayers

Station 691+50
Valuation Section
32.1/14

P.S. 690+23.1



699+68
699+68

Transfer of Management Responsibilities – NHDOT to NHDRED
Gerrish Depot, building and parking area adjacent to US Route 3 - Town of Boscawen

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
NH Department of Fish and Game

FROM: Susan Slack, Principal Planner *Susan Slack*
Office of Energy and Planning

DATE: May 13, 2014

SUBJECT: Surplus Land Review, SLR 14-020-TOWN OF FITZWILLIAM

On April 10, 2014, the Council on Resources and Development (CORD) took action on the following issue brought by the Department of Fish and Game:

Request that CORD recommend conveying a 1.54-acre parcel on East Lake Road in Fitzwilliam, near Laurel Lake, to the Town of Fitzwilliam at fair market value for use as a parking and picnicking area adjacent to the town's boat ramp.

CORD members voted to **RECOMMEND APPROVAL** OF SLR 14-020 with the following conditions: parking remain open to the public, stormwater BMPs are followed to avoid stormwater runoff into the lake as the result of at least a 1-inch storm event; a forested buffer near the road is maintained; DES permits are obtained if needed, and that the 2015 Town Meeting vote to acquire the property.

cc:

Meredith A. Hatfield, Director, NH Office of Energy and Planning
Betsey McNaughten, Land Agent, NH Department of Fish and Game
Susan Silver, Selectman, Town of Fitzwilliam
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: Jeffrey J. Rose, Commissioner
NH Department of Resources and Economic Development

FROM: Susan Slack, Principal Planner *Susan Slack*
Office of Energy and Planning

DATE: May 13, 2014

SUBJECT: Surplus Land Review, SLR 14-022-JEFFERSON

On May 8, 2014, the Council on Resources and Development (CORD) took action on the following issue brought by the Department of Resources and Economic Development:

Request that CORD recommend conveying a 50- by 100-foot easement across a portion of the state-owned Presidential Rail Trail in Jefferson to Muddy Paw Land Holding, LLC, in exchange for a 30- by 1500+/- foot easement on Muddy Pay property from the Trail to the boundary with the White Mountain National Forest.

CORD members voted to **RECOMMEND APPROVAL** OF SLR 14-022 as submitted.

cc:

Meredith A. Hatfield, Director, NH Office of Energy and Planning
Bill Carpenter, NH Department of Resources and Economic Development
Representative David Campbell, Chair, Long Range Capital Planning and
Utilization Committee

State of New Hampshire
Long Range Capital Planning and Utilization Committee
Preliminary Summary of 2013 and 2014 Items

LRCPU 14-024

LRCPU Number	Agency	Statutory Authority	Comments	Approved	Status	Listing Price	Amount of Sale
2013							
13-001	Long Range Capital Planning & Utilization Committee		Revised Statutes Annotated-12/03/12	3/5/2013	Informational		
13-002	DHHS, Office of Business Operations	RSA 4:39-b	request for approval of 10-year lease agreement with Levere-Horne Ossipee, LLC, 11-Court Street, Exeter, NH 03833, for secure office space for a total lease cost of \$2,573,748.24 with occupancy and commencement of rental payments to be September 1, 2013, following completion of all construction, through August 31, 2023, as specified in the request dated January 17, 2013 Rec'd LRCPU 13-002 Additional Information-letter on intent to withdraw the request, dated May 13, 2013	Tabled 3/5/13 Withdrawn by the Agency 5/14/13	Withdrawn		
13-003	NA	NA	NA				
13-004	DOT, Bureau of Right-of-Way	RSA 4:39-c	authorization to sell and release its interest in a 1,539 square foot portion of the Limited Access Right-of-Way located on the westerly side of the FE Everett Turnpike (Interstate 293) in the City of Manchester directly to the Allard Family L.C. for \$4,100, which includes an \$1,100 Administrative Fee, subject to the conditions as specified in the request dated January 18, 2013	3/5/2013	Sold	\$4,100	\$4,100
13-005	Administrative Services	RSA 4:40	authorization to enter into a listing agreement with NAI Norwood Group, allowing negotiations within the Committee's current policy guidelines, for a term of up to one year to sell the former Nashua District Court property located at 25 Walnut Street (including one building of approximately 19,459 square feet and approximately 1.11 acres of land) in the City of Nashua for \$1,153,778, plus an Administrative Fee of \$1,100, as specified in the request dated January 17, 2013	Tabled 3/5/13 Approved 5/14/2013	price reduced (see LRCPU 13-042 and 14-007)	\$1,153,778 (min)	sale pending (see LRCPU 14-007)
13-006	Administrative Services	RSA 4:40	authorization to enter into a listing agreement with NAI Norwood Group for a term of up to one year to sell the property located at 247-249 Pleasant Street (including two buildings totaling approximately 5,356 square feet and approximately 0.989 acres of land) in the City of Concord for a price to be determined at a later date with further approval of the Committee, plus an Administrative Fee of \$1,100, as specified in the request dated January 17, 2013	3/5/2013 Approved with understanding of the Committee that the Department will return within 60 days to seek approval to sell the property at the highest and best price	sale agreement approved (see LRSP 13-021)	N/A (used call for offers)	\$900,000 (see LRCPU 13-021)
13-007	Fish & Game	RSA 4:40	request authorization of the sale of a 0.58 acre parcel of land located on Conner Pond Road in the Town of Ossipee for \$11,500, plus an \$1,100 Administrative Fee, to Bruce and Marion Rines, an abutter, as specified in the request dated January 17, 2013 (LRCPU 12-062 was tabled 11/27/12)	3/5/2013	Transferred 7/19/2013 Carroll Conty Registry Book 3093, Page 0007	\$11,500	\$11,500 plus administrative fee

**State of New Hampshire
Long Range Capital Planning and Utilization Committee
Preliminary Summary of 2013 and 2014 Items**

LRCPU Number	Agency	Statutory Authority	Comments	Approved	Status	Listing Price	Amount of Sale
13-008	DOT, Bureau of Rail & Transit	RSA 4:40 & RSA 228:67	request authorization to enter into a sale agreement with the Town of Windham for a 1.01 acre parcel of land on the State-owned Manchester & Lawrence railroad corridor in Windham for \$7,000, and an \$1,100 Administrative Fee, subject to the conditions as specified in the request dated February 4, 2013	3/5/2013			
13-009	DOT, Bureau of Right-of-Way	RSA 4:39-c	authorization to amend the minimum bid requirement from \$25,100 to \$7,600, which includes an Administrative Fee of \$1,100, to sell a 2 +/- acre parcel of State owned land located along the northerly side of NH Route 10 in the Town of Piermont by sealed bid process to the general public, subject to the conditions as specified in the Department's request dated February 11, 2013 (LRCP 11-028 approved August 23, 2011)	3/5/2013	Sold	\$7,600	\$7,700
13-010	Administrative Services	RSA 4:40	requests approval of a twenty (20) year Driveway Use Agreement with Bindery Redevelopment, LLC to utilize for public vehicular access to the rear corner of its parcel at 43-45 South Main Street in Concord the abutting State-owned driveway, which provides rear access from South Main Street to the State land and buildings at 12 Hills Avenue in Concord, at no cost, subject to the conditions as specified in the request dated March 6, 2013	LRCP 13-015 replaced 13-010			
13-011	DOT, Bureau of Right-of-Way	RSA 4:39-c	authorization to extend the listing agreement with Coldwell Banker for a term of six (6) months, for the sale of a 4.4 +/- acre parcel of State owned land located on the corner of Radburn Street, Smyth Road and Mammoth Road with the parcel also being located on the easterly side of Interstate 93 in the City of Manchester at the current listing price of \$150,000, allowing negotiation within the Committee's current policy guidelines, and assess an Administrative Fee of \$1,100, as specified in the request dated February 13, 2013 (LRCP 11-032, approved 11/03/11, and subsequently amended by LRCP 12-045 on 09/18/12)	3/5/2013	Sale was approved by G&C. Buyer is going through permitting process.	\$150,000	
13-012	DOT, Bureau of Right-of-Way	RSA 4:39-c	authorization to sell two (2) parcels of land (0.94 +/- Acre and 0.1 Acre) located on the easterly side of US Route 3/NH Route 11 in the Town of Tilton directly to the Town of Tilton for \$14,700, which includes an \$1,100 Administrative Fee, subject to the conditions as specified in the request dated February 15, 2013	3/5/2013			

**State of New Hampshire
Long Range Capital Planning and Utilization Committee
Preliminary Summary of 2013 and 2014 Items**

LRCPU Number	Agency	Statutory Authority	Comments	Approved	Status	Listing Price	Amount of Sale
13-013	DOT, Bureau of Right-of-Way	RSA 4:39-c	authorization to extend the listing agreement with NAI Norwood Group for a term of six (6) months, for the sale of an 11.7 Acre (4.735 hectare) parcel of State owned land with buildings located at 41 Range Road (easterly side of NH Route 111), Just south of Searles Road in the Town of Windham at the current listing price of \$1,250,000, allowing negotiations within the Committee's current policy guidelines, and assess an \$1,100 Administrative Fee, as specified in the request dated February 20, 2013 (LRCP 12-019, approved 04/03/12)	3/5/2013	Sold	\$1,250,000	\$1,250,000
13-014	CORD		4 Surplus Land Reviews; Wentworth's Location SLR 13-001, Laconia SLRs 13-002, 13-003 and 13-004	5/14/2013	Informational		
13-015	Administrative Services	RSA 4:40	request approval for a twenty (20) year Driveway Use Agreement with Bindery Redevelopment, LLC to utilize for public vehicular access to the rear corner of its parcel at 43-45 South Main Street in concord the abutting State-owned driveway, which provides real access from South Main Street to the State land and buildings at 12 Hills Avenue in Concord, at No charge, subject to the conditions as specified in the request dated March 6, 2013	5/14/2013	effective upon G&C approval (8/14/13, Item #7)	N/A	N/A
13-016	Administrative Services	RSA 4:40	request approval to enter into a listing agreement with Gallo Realty Group NH, LLC, for a term of one (1) year, for the sale of a three-story wood frame house of approximately 3,330 square feet on approximately 0.34 acres of State-owned land located at 85 Pleasant Street, in the City of Concord for \$89,900, plus an \$1,100 Administrative Fee, allowing negotiations within the Committee's current policy guidelines, subject to the conditions as specified in the request dated March 13, 2013	5/14/2013	proposed sale agreement rescinded due to ongoing dispute with abutter	\$89,900 (before listing was suspended pending resolution of dispute with abutter)	N/A (pending AG resolution of dispute with abutter)
13-017	Administrative Services	RSA 4:40	request approval to enter into a listing agreement with Gallo Realty Group NH, LLC, for a term of one (1) year, for the sale of a two-story wood frame house of approximately 2,428 square feet on approximately 0.14 acres of State-owned land located at 79 Pleasant Street, in the City of Concord for \$89,900, plus an \$1,100 Administrative Fee, allowing negotiations within the Committee's current policy guidelines, subject to the conditions as specified in the request dated March 13, 2013	5/14/2013	sale approved by G&C (12/20/13, Item #23) and closed 1/6/14	\$89,000	\$100,000

**State of New Hampshire
Long Range Capital Planning and Utilization Committee
Preliminary Summary of 2013 and 2014 Items**

LRCPU Number	Agency	Statutory Authority	Comments	Approved	Status	Listing Price	Amount of Sale
13-018	Administrative Services	RSA 4:40	request approval of a two (2) year Field License Agreement with the City of Laconia to utilize the State-owned Hank Risley Field in Laconia for youth and adult sport practices and as a care parking lot for sporting events at the adjacent Robbie Mills Park, at no cost, subject to the conditions as specified in the request dated April 1, 2013	5/14/2013	effective upon G&C approval (5/1/13, Item #20) subject to LRCPU approval (5/14/13)	N/A	N/A
13-019	Community College System of NH	RSA 188-F:6, XIII-a	request approval of a Purchase and Sale Agreement handled by Grubb & Ellis NNE, commercial broker, for the sale of 89.9 +/- acres, consisting of a 100,035 +/- square foot building located at 275 Portsmouth Avenue, Stratham to Juliet Marine Systems, Inc. for \$2,750,000 and further request a waiver of the right of first refusal which the State has retained, as specified in the request dated April 8, 2013	4/16/2013			
13-020	DOT, Bureau of Right-of-Way	RSA 4:39-c	request authorization to sell an access point through the Limited Access Right-of-Way of Hackett Hill Road in the Town of Hooksett directly to the Palazzi Corporation for \$671,100, which includes an \$1,100 Administrative Fee, subject to the conditions as specified in the request dated April 5, 2013	Late Item 04/16/2013	Sold	\$671,100	\$671,000
13-021	Administrative Services	RSA 4:40	request authorization to enter into a Purchase and Sale Agreement with Dartmouth-Hitchcock Clinic to sell the property located at 247-249 Pleasant Street (including two buildings totaling approximately 5,356 square feet and approximately 0.989 acres of land) in the City of Concord for \$900,000 plus an \$1,100 Administrative Fee, subject to the conditions as specified in the request dated 04/24/13 (LRCP 13-006, originally approved 05/08/13)	5/14/2013	sale approved by G&C (7/24/13, Item #13) and closed (7/29/13)	N/A (used call for offers per LRCP 13-006)	\$900,000
13-022	DOT, Bureau of Right-of-Way	RSA 4:39-c	request authorization to enter into a listing agreement for a term of one (1) year with Parade Properties for the sale of a 0.34 +/- acre parcel of State owned land located on the southerly side of NH Route 155 in the Town of Madbury for \$60,000, and assess an \$1,100 Administrative Fee, subject to the conditions as specified in the request dated April 25, 2013	5/14/2013	See Amended Item 13-049		

State of New Hampshire
Long Range Capital Planning and Utilization Committee
Preliminary Summary of 2013 and 2014 Items

LRCPUC Number	Agency	Statutory Authority	Comments	Approved	Status	Listing Price	Amount of Sale
13-023	DOT, Bureau of Turnpikes	RSA 4:39-c	original request dated May 7, 2013, replaced by redacted request LRCP 13-023 Replacement to omit developer name, dated May ??, 2013 LRCP 13-023 Replacement #2 - to enter into a 35-year ground lease contract w/2 5-yr options at the sole discretion of the State in order to re-develop the north & southbound Rest Areas in the Town of Hooksett to full service welcome centers w/concession sales, fuel sales, visitor centers, and new liquor stores, for a minimum guaranteed rent of \$23,236,301 over the 35-yr term w/tiered rent payments based on the sale of gasoline and tiered percentage rent based on gross concession sales to be paid by the Developer/Operator, Granite State Hospitality, LLC dba the Common Man Hooksett (aka The Common Man), subject to the terms of the revenue sharing and conditions of the ground lease and concession agreement as specified in the request dated May 20, 2013. The contract requires the Developer/Operator to design, build, finance, maintain and operate the service areas with the exception of the new Liquor Stores, which will be financed, owned, and operated by the New Hampshire Liquor Commission.	Tabled 5/14/2013 Approved LRCP 13-023 Replacement #2 5/21/2013			
13-024	CORD		3 Surplus Land Reviews; Wentworth's Location SLR 13-005, 13-006, and City of Laconia 13-007	5/14/2013	Informational		
13-025	CORD		2 Surplus Land Review; City of Concord SLR 13-008 and Rye SLR 13-009	6/25/2013	Informational		
13-026	DOT, Bureau of Right-of-Way	RSA 4:39-c	request authorization to amend the listing price from \$35,000 to \$299,900, allowing negotiations within the Committee's current policy guidelines, assess an Administrative Fee of \$1,100, and further extend the listing agreement with KW Commercial for a term of six months to sell a 3.5 +/- acre parcel located on the easterly side of US Route 3 in the Town of Bedford, subject to the conditions as specified in the request dated June 6, 2013 (LRCP 12-035, originally approved 06/26/12)	6/25/2013	See Amended Item 14-002		
13-027	DOT, Bureau of Right-of-Way	RSA 4:39-c	request authorization to extend the listing agreement with Shea Commercial Properties, Inc. for a term of six months, to sell a 28.36 +/- acre parcel of State owned land located at 55 Range Road in the Town of Windham at the current listing price of \$3,400,000, allowing negotiations within the Committee's current policy guidelines and assess an \$1,100 Administrative Fee, subject to the conditions as specified in the request dated June 7, 2013 (LRCP 12-033, originally approved June 26, 2012)	6/25/2013	See Amended Item 14-001		

**State of New Hampshire
Long Range Capital Planning and Utilization Committee
Preliminary Summary of 2013 and 2014 Items**

LRCPU Number	Agency	Statutory Authority	Comments	Approved	Status	Listing Price	Amount of Sale
13-028	DOT, Bureau of Right-of-Way	RSA 4:39-c	request authorization to sell a 0.36 +/- acre portion of the Limited Access Right-of-Way located on the easterly side of the Daniel Webster Highway/US Route 3 in the City of Nashua directly to the abutters, Chester and Shirley Coulombe, for \$21,100, which includes an \$1,100 Administrative Fee, subject to the conditions as specified in the request dated June 11, 2013	6/25/2013	Sold	\$21,100	\$21,100
13-029	DOT, Bureau of Right-of-Way	RSA 4:39-c	request authorization to sell a 0.4 +/- of an acre State owned parcel located on the southwest side of NH Route 103 in the Town of Warner directly to The Town of Warner for \$6,100, which includes an \$1,100 Administrative Fee, subject to the conditions as specified in the request dated June 11, 2013	6/25/2013	In discussions with Town	\$6,100	
13-030	DOT, Bureau of Right-of-Way	RSA 4:39-c	request authorization to sell a 0.21 +/- acre portion of the Limited Access Right-of-Way located on the southeast corner of NH Route 28 and NH Route 111 in the Town of Windham directly to Kano Real Estate Development, LLC for \$23,100, which includes an \$1,100 Administrative Fee, subject to the conditions as specified in the request dated June 11, 2013	6/25/2013	Approve by G&C. Working with buyer	\$23,100	
13-031	Administrative Services	RSA 4:40	request authorization to grant a perpetual utility easement on State land to Util Energy Systems, Inc. and Northern New England Telephone Operations, LLC (d/b/a FairPoint Communications - NNE), as tenants in common, for the construction, installation, operation, maintenance, and replacement of transmission and distribution lines and associated service poles and other supporting facilities and apparatus as needed to provide electrical and telecommunications utility services to the Anna Philbrook Center located at 121 South Fruit Street in Concord on the southwestern corner of the Governor Hugh J. Gallen State Office Park campus, as specified in the request dated June 13, 2013	6/25/2013	authorized by G&C (7/10/13, Item #15) and effective upon execution (7/11/13)	N/A	N/A
13-032	Environmental Services	RSA 4:40	request authorization to exchange, at no cost to the State, a .03-acre tract of land at Goose Pond in Canaan to abutting land owners, Kathryn Foster and Joshua Riff, for a parcel of equal size and value, as specified in the request dated June 14, 2013	6/25/2013	Awaiting approval by AG's Office and Governor & Council		
13-033	Community College System of NH	RSA 188-F:6, XIII-a	request approval to amend LRCP 13-019, approved April 16, 2013, to move the expiration date of the "Due Diligence Period" from August 13, 2013 to December 31, 2013, as specified in the request dated July 19, 2013	8/6/2013			

**State of New Hampshire
Long Range Capital Planning and Utilization Committee
Preliminary Summary of 2013 and 2014 Items**

LRCPU Number	Agency	Statutory Authority	Comments	Approved	Status	Listing Price	Amount of Sale
13-034	Administrative Services	RSA 4:40	request approval of the Amendment Agreement with Concord Steam Corporation, 123 Pleasant St, Concord to extend by an additional three (3) years the initial term of a three (3) year License for Use of Premises between the parties to operate the boiler plant located at the Governor Hugh J. Gallen State Office Park near Pleasant Street in Concord, with an annual license fee of \$100,515.60 to be payable in equal monthly installments of \$8,376.30, subject to the conditions as specified in the request dated July 22, 2013	8/6/2013	effective upon G&C approval (8/14/13, Item #9)	N/A	N/A
13-035	CORD		2 Surplus Land Review: City of Concord SLR 13-010 and City of Concord SLR 13-011	9/24/2013	Informational		
13-036	DHHS, Office of Business Operations	RSA 4:39-b,	request approval of a ten-year lease agreement with Key Road Associates, 106 Washington Street, Keene, NH 03431, effective November 1, 2013 with an end date of March 31, 2024 for approximately 15,871 square feet of office space, with a total lease cost of \$3,348,000, with occupancy of the premise and commencement of rental payment beginning on April 1, 2014, following completion of all construction, subject to the conditions as specified in the request dated August 27, 2013	9/24/2013			
13-037	DRED	RSA 4:40	request authorization to convey a Conservation Easement protecting the state-owned 284-acre Big Island State Forest in Wentworth Location, NH to the United State Fish and Wildlife Service (USFWS) in exchange for a 233-acre portion of the Lake Umbagog National Wildlife Refuge and further request authorization to waive the \$1,100 Administrative Fee, subject to the conditions as specified in the request dated August 28, 2013	9/24/2013	USFWS took title to the Easement on 12/20/2013 and paid State \$6,200 to equalize State's taking title to 233 acres of USFWS land	\$99,400	exchanged for 233 acre4s of USFWS land valued at \$93,200 and \$6,200
13-038	DRED	RSA 228:31-b, RSA 4:40	requests the Department of Transportation (DOT) to permanently transfer control and management responsibility of a 6 +/- Acre parcel of State owned land and building located on the easterly side of Bear Notch Road in the Town of Bartlett to DRED at no cost, subject to the conditions as specified in the request dated September 13, 2013 (LRCP 12-009, approved as amended June 26, 2012)	9/24/2013	Transfer of Management Responsibilities was recorded on 04/17/2014	N/A	N/A

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LRCPU Number	Agency	Statutory Authority	Comments	Approved	Status	Listing Price	Amount of Sale
13-039	DOT, Bureau of Right-of-Way	RSA 4:39-c	request authorization to enter into a listing agreement for a term of one (1) year with Prudential Verani Realty, allowing negotiations within the Committee's current policy guidelines, for the sale of a 0.22 +/- acre parcel of State owned land improved with a single family residence located at 4104 Brown Avenue in the City of Manchester for \$130,000, and assess an \$1,100 Administrative Fee, subject to the conditions as specified in the request dated September 5, 2013	9/24/2013	See Amended Item 14-006		
13-040	DOT, Bureau of Right-of-Way	RSA 4:39-c	request authorization to enter into a listing agreement for a term of one (1) year with Shea Commercial Properties, Inc., allowing negotiations within the Committee's current policy guidelines, for the sale of a 0.75 +/- of an acre parcel of State owned land located on the southwest corner of Lamson Road and Roulston Road in the Town of Windham for \$90,000, and assess an \$1,100 Administrative Fee, subject to the conditions as specified in the request dated September 13, 2013	9/24/2013	See Amended Item 14-003		
13-041	Fish & Game	RSA 4:40	request authorization to enter into a Lease Agreement, at no cost, with the Friends of Pulpit Rock Tower, for 0.438 acres of property in the Town of Rye which includes Pulpit Rock Tower and further authorization to waive the \$1,100 Administrative Fee, subject to the conditions as specified in the request dated September 13, 2013	9/24/2013	Lease was executed by all parties on 11/19/2013		
13-042	Administrative Services	RSA 4:40	request approval, allowing negotiations within the Committee's current policy guidelines, to reduce the previously approved sale price of the former Nashua District Court property located at 25 Walnut street (including one building of approximately 19,459 square feet and approximately 1.11 acres of land) in the City of Nashua from \$1,153,778 to \$1,000,000, plus an \$1,100 Administrative Fee (LRCP 13-005, approved May 14, 2013)	9/24/2013	price reduced (see LRCP 14-007)	\$1,000,000 (min)	sale pending (see LRCP 14-007)
13-043	Administrative Services		response to Committee question from the 8/6/13 meeting regarding agency real property reports	9/24/2013	Informational		

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LRCPU Number	Agency	Statutory Authority	Comments	Approved	Status	Listing Price	Amount of Sale
13-044	Fish & Game	RSA 4:40	request approval to 1) lease an approximately three (3) acre lot containing an existing privately owned camp on Greenough Pond in Wentworth's Location to the North Country Outing Club of Milan, NH at the annual cost of \$3,981.57, and further request approval to 2) lease an approximately one (1) acre lot containing an existing privately owned camp on Greenough Pond in Wentworth's Location to Donald Couture of Berlin, NH at the annual cost of \$3,981.57, as specified in the request dated 09/26/13	10/22/2013	Leases were executed on 3/6/2014		Received from both parties \$979.46 - prorated amount due for FY14. FY15 payments of \$4070.15 each due July 1, 2014.
13-045	DOT, Bureau of Right-of-Way	RSA 4:39-c	request authorization to sell a 2,814 square foot parcel of State owned land located on the easterly side of Allard Drive in the City of Manchester directly to Allard Family LC for \$8,100, which included a \$1,100 Administrative Fee, subject to the conditions as specified in the request dated 10/01/13	10/22/2013	Sold	\$8,100	\$8,100
13-046	Adjutant General's Dept	RSA 110-B:28, VI, and RSA 4:29	informational item on Adjutant General's Dept intent to accept a three (3) acre parcel of land located in Boscawen, NH from the NH Veterans Cemetery Assoc., Inc. (NHVCA) at no cost to the State of NH as specified in the letter dated 10/01/13	10/22/2013	Informational		
13-047	Administrative Services	RSA 4:40	request approval to grant a perpetual utility easement on State land to Northern New England Telephone Operations LLC (d/b/a Fairpoint Communications-NNE) ("Fairpoint") for the installation, operation, maintenance, and replacement of telecommunications lines and support facilities and apparatus as needed to provide telecommunications utility services to the Tobey Building located at 45 South Fruit Street in Concord within the Governor Hugh J. Gallen State Office park campus, as specified in the request dated 10/07/13	10/22/2013	authorized by G&C (11/20/13, Item #9) and effective upon execution (11/22/13)	N/A	N/A
13-048	DOT	Ch 259, L'13	request approval of the procedure for soliciting requests for proposals for Welcome Information Center Sponsorship as specified in the request dated 10/08/13	10/22/2013			
13-049	DOT, Bureau of Right-of-Way	RSA 4:39-c	request authorization to amend the listing price from \$60,000 to \$25,000, allowing negotiations within the Committee's current policy guidelines and assess an Administrative Fee of \$1,100, to sell a 0.34 +/- acre parcel located on the southerly side of NH Route 155 and the northerly side of Kelley Road (Old Pudding Hill Road) in the Town of Madbury, subject to the conditions as specified in the request dated November 4, 2013 (LRCP 13-022 approved May 14, 2013)	11/20/2013	Listed for Sale with Realtor	\$25,000	

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LRCPU Number	Agency	Statutory Authority	Comments	Approved	Status	Listing Price	Amount of Sale
13-050	DOT, Bureau of Right-of-Way	RSA 4:39-c	request authorization to enter into a listing agreement for a term of one (1) year with Coco, Early & Associates for the sale of a 1.04 +/- acres parcel of State owned land improved with a single family residence located at 5 Williston Road in the Town of Salem for \$368,000, allowing negotiation within the Committee's current policy guidelines and asses and Administrative Fee of \$1,100, subject to the conditions as specified in the request dated November 4, 2013	11/20/2013	Sold	\$368,000	
13-051	DOT, Bureau of Right-of-Way	RSA 4:39-c	request authorization to enter into a listing agreement for a term of one (1) year with Prudential Verani Realty for the sale of a 0.89 +/- acres parcel of State owned land improved with a single family residence located at 4 Williston Road in the Town of Salem for \$380,000, allowing negotiation within the Committee's current policy guidelines and asses and Administrative Fee of \$1,100, subject to the conditions as specified in the request dated November 4, 2013	11/20/2013	Signed Purchase and Sales Agreement. To be presented to upcoming G&C meeting agenda	\$380,000	
13-052	CORD		1 Surplus Land Review; City of Concord SLR 13-012	1/16/2013	Informational		
13-053	Administrative Services	RSA 4:40	request approval on behalf of the Department of Health and Human Services to amend an existing electric utility transmission line license held by Unitil Corporation ("Unitil") affecting the NH Hospital Cemetery parcel located on the north side of Clinton Street in Concord in order to alter the existing utility corridor license area to accommodate a utility pole line realignment project proposed for the upcoming winter months of 2014, subject to the conditions as specified in the request dated November 22, 2013	1/16/2013	authorized by G&C (1/15/14, Item #8); pole line realignment complete winter/early spring 2014; awaiting as-built plans from Unitil as basis for license area amendment	N/A	N/A
13-054	Administrative Services	RSA 4:40	request approval of a 15 year lease agreement with Lakes Region Mutual Fire Aid Association, 62 Communications Drive, Laconia for the use and occupation of approximately 5,000 square feet of space in the State-owned Dwinell Building located within the Lakes Region Facility campus along NH Route 106 in Laconia (the "Premises") for the schedule of annual rent, totaling \$25,940.04, subject to the conditions as specified in the request dated December 20, 2013	1/16/2013	effective upon G&C approval (1/15/14, Item #9)	N/A	N/A

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LRCPUC Number	Agency	Statutory Authority	Comments	Approved	Status	Listing Price	Amount of Sale
2014							
14-001	DOT, Bureau of Right-of-Way	RSA 4:39-c	authorization to extend the listing agreement with Shea Commercial Properties, Inc. for a term of six-months, keep the current listing price of \$3,400,000, allow negotiations within the Committee's current policy guidelines, and assess an Administrative Fee of \$1,100, to sell a 28.36 +/- acre parcel of State owned land located at 55 Range Road in the Town of Windham, subject to the conditions as specified in the request dated February 3, 2014 [originally approved 06/26/12 (LRCP 12-033) and subsequently amended on 06/25/13 (LRCP 13-027)]	3/4/2014	Sale approved by G&C. Department working with buyers attorney to finalize sale.	\$3,400,000	
14-002	DOT, Bureau of Right-of-Way	RSA 4:39-c	authorization to amend the listing price from \$299,900 to \$250,000, allowing negotiations within the Committee's current policy guidelines, assess an Administrative Fee of \$1,100, and further extend the listing agreement with KW Commercial for a term of 6 months, to sell a 3.5 +/- acre parcel located on the easterly side of US Route 3 in the Town of Bedford, subject to the conditions as specified in the request dated February 3, 2014 [originally approved 06/26/12 (LRCP 12-035) and subsequently amended on 06/25/13 (LRCP 13-026)]	3/4/2014	Listed with realtor		
14-003	DOT, Bureau of Right-of-Way	RSA 4:39-c	authorization to amend the listing price from \$90,000 to \$78,850, allowing negotiations within the Committee's current policy guidelines, assess an Administrative Fee of \$1,100, and continue its current listing agreement with Shea Commercial Properties, Inc., to sell a 0.75 +/- acre parcel located on the southwest corner of Lamson Road and Roulston Road in the Town of Windham, subject to the conditions as specified in the request dated February 13, 2014 [originally approved 09/24/13 (LRCP 13-040)]	3/4/2014	Signed Purchase and Sales Agreement. G&C submission prepared and submitted for upcoming G&C meeting agenda		
14-004	DOT, Bureau of Right-of-Way	RSA 4:39-c	authorization to transfer a 4,200 +/- square foot parcel of State owned land located on the southerly side of Long Island Road and also a 280 +/- square foot easement area located on the northerly side of Long Island Road in Moultonborough to the Harilla Landing Yacht Club Association in exchange for the Harilla Landing Yacht Club Association transferring to the Department of Transportation a 20,100 +/- square foot parcel of land owned by them located on the northerly side of Long Island Road, at no cost, and further request authorization to waive the \$1,100 Administrative Fee, subject to the conditions as specified in the request dated February 14, 2014	3/4/2014	Transfer approved by G&C. Will be completed shortly.		

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LRCPU Number	Agency	Statutory Authority	Comments	Approved	Status	Listing Price	Amount of Sale
14-005	Community College System	RSA 188-F:6, XIII-a	authorization to amend LRCP 13-033, approved August 6, 2013, by amending the expiration date of the "Due Diligence Period" from December 31, 2013 to April 15, 2014, subject to the conditions as specified in the request dated February 19, 2014 LRCP 14-005 Additional Information , dated 03/11/14, 2nd Amendment to Purchase & Sale Agreement between CCSNH and Juliet Marine Systems, Inc.	03/14/2014 - Committee conditionally approved, upon their receipt within a week of approval, of a Second Amendment to the Purchase and Sale agreement between the Community College System of New Hampshire and Juliet Marine Systems, Inc.			
14-006	DOT, Bureau of Right-of-Way	RSA 4:39-c	request authorization to amend LRCP 13-039, originally approved September 24, 2013, by correcting a typographical error in the property location from 4104 to 4014 Brown Avenue, in the City of Manchester, as currently listed with Prudential Verani Realty for the sale of a 0.22+- of an acre parcel of State owned land improved with a single-family residence for \$130,000, assess an Administrative Fee of \$1,100, and allow negotiations within the Committee's current policy guidelines, subject to the conditions a specified in the original request dated September 5, 2013	3/4/2014	Sold	\$131,100	\$131,100
14-007	Administrative Services	RSA 4:40	request approval, allowing negotiations within the Committee's current policy guidelines, to reduce the previously approved sale price of the former Nashua District Court property located at 25 Walnut street (including one building of approximately 19,459 square feet and approximately 1.11 acres of land) in the City of Nashua from \$1,000,000 to \$800,000, plus an \$1,100 Administrative Fee and to extend the term of the Department's listing agreement with NAI Norwood Group for an additional six (6) months beyond the current expiration date of June 24, 2014, as specified in the request dated March 21, 2014 (LRCP 13-005, originally approved May 14, 2013, and subsequently amended (LRCP 13-042) on September 24, 2013)	4/21/2014	under contract 6/10/14	\$800,000	sale pending (price not public until published on G&C agenda)
14-008	DOT, Bureau of Rail & Transit	RSA 228:57	request approval to lease Merrimack Valley Railroad siding on approximately .87 acres (37,575 square feet) on the State-owned Concord to Lincoln Railroad corridor in the Town of Northfield at \$.10 per square foot, for \$3,757.50 per year, plus \$100 per year for the private pedestrian at-grade and electric utility crossings, for a total of \$3,857.50 per year for a period of five years, with a five-year renewal provision and assess a one-time \$1,100 Administrative Fee, subject to the conditions as specified in the request dated March 12, 2014	4/21/2014			

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LRCPU Number	Agency	Statutory Authority	Comments	Approved	Status	Listing Price	Amount of Sale
14-009	DOT, Bureau of Rail & Transit	RSA 4:40 and 228:67	request approval to sell approximately .12 acres (4,232.5 square feet) on the State-owned Mountain Division Railroad corridor in the Town of Bartlett to Cabin Fever Property LLC for a total of \$13,500, and assess a \$1,100 Administrative Fee, which includes a required \$500 deposit that has already been submitted, subject to the conditions as specified in the request dated March 18, 2014	4/21/2014			
14-010	DOT, Bur of Right-of-Way	RSA 4:39-c	request approval to sell two (2) portions of the Limited Access Right-of-Way consisting of 4,320 +/- square feet and 23,325 +/- square feet located at the southwest corner of Interstate 293 and South Willow Street in the City of Manchester directly to AutoFair Realty, LP for \$351,100, which includes an \$1,100 Administrative Fee, subject to the conditions as specified in the request dated April 1, 2014	4/21/2014	Submission forwarded for upcoming G&C meeting agenda	\$351,100	
14-011	DOT, Bur of Right-of-Way	RSA 4:39-c	request approval to enter into a Use and Occupancy Agreement for the use of a 2,230 +/- square foot portion of State owned land and Right-of-Way located on the easterly side of the Spaulding Turnpike, south of the Piscataqua River in Newington, and a 3,990 +/- square foot parcel of State owned land also located on the easterly side of the Spaulding Turnpike, northerly of the Piscataqua River in Dover, with Granite State Gas Transmission, Inc. at no cost, and assess a \$1,100 Administrative Fee, subject to the conditions as specified in the request dated April 2, 2014	4/21/2014	Prepare submission for G&C meeting		
14-012	Community College System	RSA 188-F:6, XIII-a	request authorization to amend LRCP 14-005, approved March 4, 2014, by amending the expiration date of the "Due Diligence Period" from April 15, 2014 to September 15, 2014 and to approve such other provisions that are contained in the 3rd Amendment to the Purchase and Sale Agreement, as specified in the request dated April 18, 2014 (LRCP 13-033, originally approved 08/06/13)	4/21/2014			
14-013	DOT, Bur of Right-of-Way	RSA 4:39-c	request authorization to sell an access point through the Controlled Access Right-of-Way (CAROW) of New Durham Road in the Town of Alton directly to T&M Fitzgerald Family Revocable Trust for \$66,100 which includes a \$1,100 Administrative Fee, subject to the conditions as specified in the request dated April 25, 2014	5/13/2014			
14-014	CORD		1 Surplus Land Review; Towns of Exeter and Stratham SLR 14-021	5/13/2014	Informational		

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LRCPU Number	Agency	Statutory Authority	Comments	Approved	Status	Listing Price	Amount of Sale
14-015	Office of Energy & Planning	RSA 4:40	request approval to convey a 50-foot wide submerged easement within the Squamscott River between Exeter and Stratham, at no cost to the State, to Granite State Gas Transmission, Inc. (GSGT) of Hampton, NH for a segment of an interstate natural gas pipeline, and to assess an administrative fee of \$1,100, subject to the conditions as specified in the request dated May 6, 2014	5/13/2014			
14-016	CORD		2 Surplus Land Reviews; Town of Fitzwilliam SLR 14-020 and Jefferson SLR 14-022		Informational		
14-017	DOT, Bur of Rail & Transit	RSA 228:67	request authorization to transfer ownership and management of the Gerrish Depot on the State-owned Northern Railroad in Boscaawen, NH to the Department of Resources and Economic Development (DRED) for rehabilitation, historic preservation, and management as a recreational facility, at no cost, as specified in the request dated May 20, 2014				
14-018	DOT, Bur of Right-of-Way	RSA 228:31-b	request authorization to transfer a 6.7 +/- acre parcel of State owned land owned by the DOT with improvements located on the northeasterly side of NH Route 112 in the Town of Conway to the NH Fish & Game Department at no cost, subject to the conditions as specified in the request dated May 30, 2014				
14-019	DOT, Bur of Right-of-Way	RSA 4:39-c	request authorization to sell a parcel of State owned land totalling 3.31 +/- acres of land located on the easterly side of NH Route 25 in the Town of Wentworth by a sealed bid process to the abutters with a minimum bid price of \$17,000 which includes a \$1,100 Administrative Fee, subject to the conditions as specified in this request.				
14-020	DHHS, Office of Business Operations	RSA 4:39-b	request approval of ten-year term lease agreement between DHHS with Peak Three Associates, LLC, 84 Edencroft Road, Littleton, NH for the Littleton District Office effective July 17, 2014 through September 30, 2024, with a total lease cost of \$2,631,370.50 over said period				

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LRCPU Number	Agency	Statutory Authority	Comments	Approved	Status	Listing Price	Amount of Sale
14-021	DOT, Bur of Right-of-Way	RSA 4:39-c	authorization to extend the listing agreement with Parade Properties for a term of six months, keep the current listing price of \$25,000, allow negotiations within the Committee's current policy guidelines, with a real estate commission of 6%, and assess an Administrative Fee of \$1,100, to sell a 0.34 +/- acre parcel of State owned land on the southerly side of NH Route 155 and the northerly side of Kelley Road (Old Pudding Hill Road) in the Town of Madbury, subject to the conditions as specified in this request. The item (LRCP 13-022) was originally approved by LRCPU on 05/15/13 and subsequently amended by the LRCPU on 11/23/13 (LRCP 13-049).				
14-022	DOT, Bur of Right-of-Way	RSA 4:39-c	authorization to sell a 5.32 acre Utility Easement over State owned land located on the northerly side of Quarry Road in the Town of Troy directly to Public Service of New Hampshire for \$7,700 which includes a \$1,100 administrative fee, subject to the conditions as specified in this request.				
14-023	DOT, Bur of Right-of-Way	RSA 4:39-c	authorization to sell a 4.72 acre Utility Easement over State owned land located on the southerly side of Monadnock Street in the Town of Troy directly to Public Service of New Hampshire for \$7,300 which includes a \$1,100 administrative fee, subject to the conditions as specified in this request.				
					Total - Listings	\$8,789,978	
						Total - Sales	\$2,075,900

2011-2012 LRCPUC Biennial Report

Listings	\$13,993,850
Sales	\$1,046,916

2009-2010 LRCPUC Biennial Report

Listings	\$6,015,100
Sales	\$5,278,800