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

STEPHEN C. SMITH, CPA
Director, Audit Division
(603) 271-2785

November 10, 2015

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, November 17, 2015, at 10:30 a.m.** in Room 201 of the Legislative Office Building.

Please find attached information to be discussed at this meeting

Sincerely,

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

Michael W. Kane
Legislative Budget Assistant

MWK/pe
Attachments

LONG RANGE CAPITAL PLANNING AND UTILIZATION COMMITTEE
AGENDA

Tuesday, November 17, 2015 at 10:30 a.m. in Room 201 of the Legislative Office Building

- (1) **Acceptance of Minutes** of the August 4, 2015 meeting
- (2) **Old Business:**
- (3) **New Business:**

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

LRCP 15-036 Department of Education – request approval of a ten-year lease agreement, effective December 16, 2015, with Brady Sullivan Keene Properties, LLC, 670 Commercial Street, Manchester, NH 03101, for 3,536 square feet of space to be provided in an existing building located at 149 Emerald Street, Keene, NH, with occupancy and rental payments commencing on March 1, 2016, providing time for fit-up, with an end date of February 28, 2026, for a total lease cost of \$671,840.00, for the schedule of annual rent as specified in the request dated November 3, 2015

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

LRCP 15-033 Department of Transportation – request authorization to transfer a 0.30 +/- of an acre permanent waterline easement over a parcel of State owned property located on the westerly side of NH Route 16 in Errol to Dixville Capital, LLC in exchange for a 4.28 +/- acre parcel along with a 50 foot wide Right-of-Way access to the Department of Transportation over additional property owned by Dixville Capital, LLC located on the northerly side of NH Route 26 in the Unincorporated Place of Dixville and the Town of Colebrook, at no cost, and further request to waive the \$1,100 Administrative Fee, subject to the conditions as specified in the request dated August 21, 2015

LRCP 15-034 Department of Transportation – request authorization to release the condition that states that the parcel “will not be used for development purposes” from a deed restriction that was placed on a 1.3 acre parcel of land formerly owned by the Department of Transportation and now owned by Seacoast Crossroads Realty Company, LLC located in the Town of Hampton, directly to Seacoast Crossroads Realty Company, LLC for \$71,100, which includes a \$1,100 Administrative Fee, subject to the conditions as specified in the request dated September 2, 2015

LRCP 15-037 Department of Transportation – request authorization to sell a portion of the NH Route 88 Limited Access Right of Way consisting of 2.1 +/- acres located on the northeasterly corner of NH Route 88 and NH Route 27 in the Town of Exeter directly to the San Juan Realty Trust for \$111,100, which includes a \$1,100 Administrative Fee, subject to the conditions as specified in the request dated October 27, 2015

LRCP 15-038 Department of Transportation – request authorization to sell a 2.6 +/- acre parcel of State owned land located between the easterly side of Timber Swamp Road and the westerly side of Interstate 95 in the Town of Hampton directly to the New Hampshire Department of Administrative Services for \$321,100, which includes a \$1,100 Administrative Fee, subject to the conditions as specified in the request dated October 29, 2015

RSA 4:40 Disposal of Real Estate:

LRCP 15-035 Department of Resources and Economic Development – request authorization to surplus an undeveloped 1.5 acre parcel of “Greenfield State Park” in the Town of Greenfield to Vestige Properties Inc. dba New England Forest Products (NEFP), in exchange for an undeveloped 1.5 acre parcel from Barbara C. Harris Camp (BCHC), also in the Town of Greenfield, at no cost, and further authorization to accept the \$1,100 Administrative Fee for deposit into the Forest Improvement Fund, subject to the conditions as specified in the request dated October 19, 2015

LRCP 15-039 New Hampshire Employment Security – request approval to enter into a marketing agreement with NAI Norwood Group, 116 South River Road, Bedford, NH, for a term of up to one year, to sell: • 298 Hanover Street, Manchester, NH, a parcel containing 0.15 +/- acres of land with one building of approximately 9,559 square feet containing a mix of offices, training rooms, and utility spaces, for a price to be determined at a later date with further approval of the Committee, assess an Administrative Fee of \$1,100, and allow negotiations within the Committee’s current policy guidelines and that the right of first refusal be treated in the customary manner; • 436 Maple Street, Manchester, NH, a parcel containing 0.16 +/- acres utilized as a parking lot, for a price to be determined at a later date with further approval of the Committee, assess an Administrative Fee of \$1,100, and allow negotiations within the Committee’s current policy guidelines and that the right of first refusal be treated in the customary manner; and • 300 Hanover Street, Manchester, NH, containing four (4) parcels of land totaling 1.18 +/- acres with one building of approximately 20,360 square feet containing a mix of offices, conference rooms, and utility spaces and parking, for a price at or above \$1,400,000, assess an Administrative Fee of \$1,100, and allow negotiations within the Committee’s current policy guidelines and that the right of first refusal be treated in the customary manner, as specified in the request dated November 10, 2015 (This request (LRCP 12-042) was originally approved by the Committee September 18, 2012, and subsequently amended (LRCP 12-059) on November 14, 2012)

(4) **Miscellaneous:**

(5) **Informational:**

LRCP 15-032 New Hampshire Council on Resources and Development – Three (3) Memorandums regarding Surplus Land Review for; Warner SLR 15-006, Concord SLR-15-008, and Greenfield SLR 15-009

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

LONG RANGE CAPITAL PLANNING AND UTILIZATION COMMITTEE

MINUTES

August 4, 2015

The Long Range Capital Planning and Utilization Committee met on Tuesday, August 4, 2015 at 11:00 a.m. in Room 201 of the Legislative Office Building.

Members in attendance were as follows:

Representative Gene Chandler
Representative John Cloutier
Representative Mark McConkey
Representative Edmond Gionet, Alternate
Representative Katherine Rogers, Alternate
Senator David Boutin
Senator Regina Birdsell
Senator Nancy Stiles
Senator Dan Feltes
Meredith Telus, Governor's Office

Robert Beaulac, Department of Administrative Services

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

ACCEPTANCE OF MINUTES:

On a motion by Representative McConkey, seconded by Senator Stiles, that the minutes of the May 27, 2015 meeting be accepted as written. MOTION ADOPTED. (7-Yes, 2-Abstain)

NEW BUSINESS:

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

LRCP 15-029 New Hampshire Employment Security – On a motion by Senator Stiles, seconded by Representative Gionet, that the Committee approve the request of New Hampshire Employment Security, for a ten-year lease agreement, effective September 1, 2015, with Brady Sullivan Keene Properties, 670 Commercial Street, Manchester, N.H. 03101, for 4,960 square feet of space to be provided in an existing building located at 149 Emerald Street, Keene, N.H., with occupancy and rental payments commencing three (3) months later (providing time for fit-up) on November 1, 2015 with an end date of October 31, 2025, for a total lease cost of \$883,800, for the schedule of annual rent as specified in the request dated July 6, 2015. MOTION ADOPTED.

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

LRCP 15-030 Department of Transportation – On a motion by Representative McConkey, seconded by Senator Stiles, that the Committee approve the request of the Department of Transportation, Bureau of Right-of-Way, to sell an access point (ingress only)

through the Limited Access Right-of-Way of NH Route 11 in the Town of Gilford directly to Gilford Airport Plaza, LLC for \$36,100, which includes a \$1,100 Administrative Fee, subject to the conditions as specified in the request dated July 20, 2015. MOTION ADOPTED.

RSA 4:40 DISPOSAL OF REAL ESTATE:

LRCP 15-031 New Hampshire Employment Security – George Copadis, Commissioner, New Hampshire Employment Security responded to questions of the Committee.

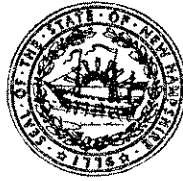
On a motion by Senator Stiles, seconded by Senator Feltes, that the Committee approve the request of the New Hampshire Employment Security for the sale of N.H. Employment Security owned property located at 10 West Street, Concord, N.H. to Riverbend Community Mental Health, Inc. for \$1,300,001 plus a \$1,100 Administrative Fee, and allow negotiations within the Committee's current policy guidelines, subject to the conditions as specified in the request dated July 22, 2015. MOTION ADOPTED.

This item (LRCP 12-042) was originally approved by the Long Range Capital Planning and Utilization Committee on September 18, 2012, and subsequently amended (LRCP 12-059) on November 27, 2012.

DATE OF NEXT MEETING AND ADJOURNMENT:

The next regular meeting of the Long Range Capital Planning and Utilization Committee is at the Call of The Chair. (Whereupon the meeting adjourned at 11:05 a.m.)

Representative John R. Cloutier, Clerk



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

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

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

November 3, 2015

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

REQUESTED ACTION

Pursuant to NH RSA 4:39b, the Department of Education, Division of Career Technology and Adult Learning, Bureau of Vocational Rehabilitation (the "Tenant"), requests approval of the attached ten-year lease agreement with Brady Sullivan Keene Properties, LLC, 670 Commercial Street, Manchester, NH. 03101 (the "Landlord") for 3,536 square feet of space to be provided in an existing building located at 149 Emerald Street, Keene, NH. The effective date of the agreement will be December 16, 2015 with occupancy and rental payments commencing ten (10) weeks later (providing time for fit-up) on March 1, 2016, and expiring ten (10) years later on February 28, 2026.

EXPLANATION

The Department wishes to enter into the enclosed ten-year lease agreement. Approval of the proposed lease will authorize the "fit-up" and provision of a new Vocational Rehabilitation Keene Regional Office space within an existing, multi-tenant commercial/industrial facility, located at 149 Emerald Street, Keene, NH. Upon completion of renovation, approximately 3,536 square feet of fully "wheelchair accessible" office space will be provided and will include a secure open office area for nine staff, two interview rooms, a training room, a secure reception area, a conference room, a staff lounge and a client entrance and waiting area. The proposed space will replace the current Vocational Rehabilitation Keene Regional Office, located at 103 Roxbury Street, Keene, NH.

The Department of Education initiated a Request for Proposal (RFP) in an effort to determine the current market rate per square foot in the Keene area and to search for new office space. At present, there are no current or long-term plans to move Vocational Rehabilitation into any existing State owned facility or to fund construction of a new State owned facility.

The Honorable Gene Chandler, Chairman
Long Range Capital Planning and Utilization Committee
November 3, 2015
Page 2 of 2

During the last nine months, the Department initiated a Request for Proposal (RFP) space searches for the Vocational Rehabilitation Keene Regional Office. The Request for Proposal (RFP) was issued on January 30, 2015 and procured two "letters of interest" offering leasehold office spaces. Both of the properties offered moved forward and met the criteria to enter into Phase II Design Development of the Request for Proposal (RFP) process which produced the following proposals:

- Brady Sullivan Keene Properties, LLC: Offered a ten-year lease for 3,536 square feet of renovated space located at 149 Emerald Street, Keene, NH.
- Chris J. Tasoulas Realty: Offered a ten-year lease for 4,400 square feet at our current location, 103 Roxbury Street, Keene, NH.

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


Brady Sullivan Keene Properties, LLC offered the most attractive offer for a ten-year "full gross" lease, excluding janitorial services, for 3,536 square feet of renovated office space located at 149 Emerald Street, Keene, NH. The ten year lease proposal was offered at \$671,840.00 total for the ten-year term, \$67,184.00 year one, with 0% annual escalation thereafter. The proposed rent includes provision of all fit-up. The proposed site is an existing office/commercial/industrial facility located in Keene, NH, with public transportation access and adequate parking.

Chris J. Tasoulas Realty offered a ten-year "full gross" lease, including all costs and services, for 4,400 square feet of renovated office space located at 103 Roxbury Street, Keene, NH, our current location. The ten-year lease proposal was offered at \$749,345.76 total for the ten-year term, \$73,450.80 year one with a 1% escalation in alternate years. The proposed rent includes provision of all fit-up. The proposed site is an existing office/commercial facility located in Keene, NH with public transportation access and adequate parking.

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

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

Respectfully submitted,


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

Attachment A: Rental Schedule

Rent for Tenant's Ten Year Term:

| Year | Effective Dates | Cost per SF | Annual Cost | % Escalation |
|--------------|---------------------|-------------|----------------------|--------------|
| 1 | 03/01/16 - 02/28/17 | \$19.00 | \$ 67,184.00 | 0% |
| 2 | 03/01/17 - 02/28/18 | \$19.00 | \$ 67,184.00 | 0% |
| 3 | 03/01/18 - 02/28/19 | \$19.00 | \$ 67,184.00 | 0% |
| 4 | 03/01/19 - 02/28/20 | \$19.00 | \$ 67,184.00 | 0% |
| 5 | 03/01/20 - 02/28/21 | \$19.00 | \$ 67,184.00 | 0% |
| 6 | 03/01/21 - 02/28/22 | \$19.00 | \$ 67,184.00 | 0% |
| 7 | 03/01/22 - 02/28/23 | \$19.00 | \$ 67,184.00 | 0% |
| 8 | 03/01/23 - 02/28/24 | \$19.00 | \$ 67,184.00 | 0% |
| 9 | 03/01/24 - 02/28/25 | \$19.00 | \$ 67,184.00 | 0% |
| 10 | 03/01/25 - 02/28/26 | \$19.00 | \$ 67,184.00 | 0% |
| TOTAL | | | \$ 671,840.00 | |

**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 17 day of Aug. 2015, by the following parties:

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

Name: Brady Sullivan Keene Properties LLC

(individual or corporate name)

State of Incorporation: NH

(if applicable)

Business Address: Brady Sullivan Properties, 670 Commercial Street

Street Address (principal place of business)

Manchester

NH

03101

(603) 622-6223

City

State

Zip

Telephone number

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

Department Name: Department of Education, Division of Adult Learning and Rehabilitation

Address: 21 South Fruit Street, Suite 20

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

Concord,

NH

03301

(603) 271-3802

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: 149 Emerald Street, (Center at Keene) Suite T

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

Keene

NH

03431

City

State

Zip

The demise of the premises consists of: 3,536

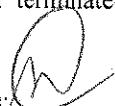
(provide square footage of the leased space)

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 16th day of December, in the year 2015, and ending on the 28th day of February, in the year 2026, unless sooner terminated in accordance with the Provisions hereof.

Landlord Initials: 

Date: 8-17-15

3.2 Occupancy Term: Occupancy of the Premises and commencement of rentals payments shall be for a term (hereinafter called the "Term") of Ten (10) year(s) commencing on the 1st day of March in the year 2016, unless sooner terminated in accordance with the Provisions hereof.

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

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

3.4 Extension of Term: The Tenant shall have the option to extend the Term for (number of options) N/A Additional term(s) of N/A year(s), upon the same terms and conditions as set forth herein. Notice from the Tenant exercising their option to extend the term shall be given by the Tenant delivering advance Written notice to the Landlord no later than thirty (30) days prior to the expiration of the Term, or any extensions thereof.

3.5 Conditions on the Commencement and Extension of Term:

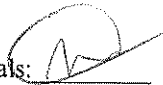
Notwithstanding the foregoing provisions, it is hereby understood and agreed by the parties hereto that this lease and the commencement of any Term, and any amendment or extension thereof, is conditioned upon its' approval by the Governor and Executive Council of the State of New Hampshire and, in the event that said approval is not given until after the date for commencement of the Term, the Term shall begin on the date of said approval. In the event that said approval request is denied, then this Lease shall thereupon immediately terminate, and all obligations hereunder of the parties hereto shall cease.

4. Rent:

4.1 Rent: During the Term hereof and any extended Term, the Tenant shall pay the Landlord annual rent (hereinafter called the "Rent") payable in advance at the Landlord's address set forth in Section 1 above, in twelve equal monthly installments. The first such installment shall be due and payable on the following date: (insert month, date and year) March 1, 2016

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

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

Landlord Initials: 

Date: 8-17-15

5. Conditional Obligation of the State:

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

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

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

Exceptions: _____

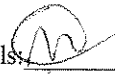
OR:

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

Exceptions: Tenant shall be solely responsible for provision and cost of: telecommunications,
data services, and security system installation and service.

6.1 General Provisions: The Landlord agrees to furnish heat, ventilation and air-conditioning to the Premises in accordance with current industry standards as set forth by the American Industrial Hygiene Association or AIHA and the American Society of Heating, Refrigeration and Air-Conditioning Engineers, Inc. or ASHRAE during the Tenant's business hours, the indoor air temperature of the Premises shall range from 68° F to 75° F during the winter, and 69° F to 76° F in the summer; if humidity control is provided relative humidity in the Premises shall range from 30% to 60%. During the Tenant's business hours heating, ventilation and air-conditioning shall also be provided to any common hallways, stairways, elevators and lavatories which are part of the building to which the Premises are a part. The Tenant agrees that provision of heating, ventilation and air-conditioning is subject to reasonable interruptions due to the Landlord making repairs, alterations, maintenance or improvements to the system, or the infrequent occurrence of causes beyond the Landlord's control. All Heating and Ventilation Control systems and filters shall be cleaned and maintained by the Landlord in accordance with ASHRAE and AIHA standards, and in conformance with the provisions of Section 8 "Maintenance and Repair" herein, and in a manner sufficient to provide consistent compliance with the State of New Hampshire's Clean Indoor Air Standards" (RSA 10:B). If the premises are not equipped with an air handling system that provides centralized air-conditioning or humidity control the provisions set forth herein regarding these particular systems shall not apply.

6.2 Sewer and Water Services: The Landlord shall provide and maintain in good and proper working order all sewer and water services to the Premises. Provision of said services shall include payment of all charges, expenses or fees incurred with provision of said services. All sewer and water services shall be provided and maintained in conformance with all applicable regulatory laws and ordinances.

Landlord Initials: 

Date: 8-17-15

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

7. Use of Premises:

The Tenant shall use the premises for the purpose of:

Providing a regional office for the Division of Adult Learning and Rehabilitations'

"Vocational Rehabilitation

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 of 8:00 a.m. each work weekday, 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

Landlord Initials: 

Date: 8/15

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.

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:

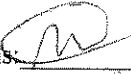
- A) Inspect pavement for cracks and heaves semi-annually. Monitor to identify source of cracking, if excessive moisture is found under pavement surfaces due to poor drainage, remove pavement, drain properly, and replace with new pavement.
- B) Re-stripe the parking lot at least once every three (3) 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 and removal of snow and ice build-up. Flashings and other roof accessories shall be observed for signs of deterioration with remedy provided prior to defect. If interior leaks are detected, the cause shall be determined and a solution implemented as quickly as possible to prevent damage to interior finishes and fixtures. Landlord shall inspect roof seams annually, especially at curbs, parapets, and other places prone to leaks, investigate any ponding, etc. All work on the roof shall be conducted so as to maintain roof warranty.

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

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

Landlord Initials: 

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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.

Landlord Initials: 

Date: 9.17.15

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

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

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

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

Section 9.3: Deleted

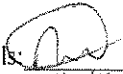
9.3 ~~State Energy Code:~~ ~~New construction and/or additions that add 25% or greater to the gross floor area of the existing building to which the Premises are a part and/or that are estimated to exceed one million (\$1,000,000) in construction costs, or renovations that exceed 25% of the existing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

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

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

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

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

Landlord Initials: 

Date: 8-17-18

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

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

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

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

A) **Termination of Lease:** Terminate the Lease, in which event all obligations of the parties hereunder shall cease; or

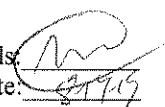
B) **Occupancy of Premises "As is":** Occupy the Premises in its current condition, provided a "certificate of occupancy" has been issued for the Premises by the code enforcement official having jurisdiction, in which event the rent hereunder shall be decreased by the estimated proportionate cost of the scheduled improvements, reflecting the Landlord's failure to complete the improvements. The decreased rent shall remain in effect until such time the landlord completes the scheduled improvements; or

C) **Completion of Improvements by Tenant:** Complete the improvements at Tenant's own expense, in which case the amount of money expended by the Tenant to complete the improvements shall be offset and withheld against the rent to be paid hereunder; or

D) **Delay Occupancy:** The date for Tenant occupancy and commencement of rental payments set forth in Section 3.2 herein, shall at the Tenant's option, be postponed until possession of the Premises is given. In such instance the "Schedule of Payments" set forth in Exhibit A herein shall be amended to reflect the delayed inception date of the Tenant's rental and occupancy, with the date for termination also revised to expire the same number or years and/or months thereafter as originally set forth in the Agreement herein. Commencement of the amended Agreement shall be subject to the provisions of paragraph 3.5 herein.

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

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

Landlord Initials: 

Date: 8/17/15

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 its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance with respect to the Premises and the property of which the Premises are a part: comprehensive general liability insurance against all claims of bodily injury, death or property damage occurring on, (or claimed to have occurred on) in or about the Premises. Such insurance is to provide minimum insured coverage conforming to: General Liability coverage of not less than one million (\$1,000,000) per occurrence and not less than three million (\$3,000,000) general aggregate; with coverage of Excess/Umbrella Liability of not less than one million (\$1,000,000). The policies described herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance and issued by insurers licensed in the State of New Hampshire. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Tenant no less than ten (10) days prior written notice of cancellation or modification of the policy. The Landlord shall deposit with the Tenant certificates of insurance for all insurance required under this Agreement, (or for any Extension or Amendment thereof) which shall be attached and are incorporated herein by reference. During the Term of the Agreement the Landlord shall furnish the Tenant with certificate(s) of renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the policies.

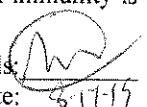
15.1 Workers Compensation Insurance: To the extent the Landlord is subject to the requirements of NH RSA chapter 281-A, Landlord shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Landlord shall furnish the Tenant proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The Tenant shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for the Landlord, or any subcontractor of the Landlord, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

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

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

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

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

Landlord Initials: 

Date: 6-17-17

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 shall 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: 

Date: 8-14-13

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

20. Hazardous Substances:

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

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

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

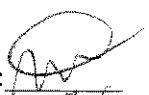
20.4 **Non-Permitted Use, Generation, Storage or Disposal:** The Tenant shall not cause or permit Hazardous Substances to be used, generated, stored or disposed of in the Premises or the building to which it is a part. The Tenant may, however, use minimal quantities of cleaning fluid and office or household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

20.5 Asbestos:

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

20.6 Material Safety Data Sheets (MSDS)

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

Landlord Initials: 

Date: 8/17/15

21. Broker's Fees and Indemnification: The Landlord agrees and warrants that the Tenant owes no commissions, fees or claims with any broker or finder with respect to the leasing of the Premises. All claims, fees or commissions with any broker or finder are the exclusive responsibility of the Landlord, who hereby agrees to exonerate and indemnify the Tenant against any such claims.

22. Notice: Any notice sent by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by registered or certified mail, postage prepaid, in a United States Post Office, addressed to the parties at the addresses provided in Section I 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: Rob Pearson

Title: Property Manager

Address: 149 Emerald Street, Keene NH 03431 Phone: (603) 716-7301

Email Address: Rpearson@bradysullivan.com

23.2 Tenant's Contact Person: Notwithstanding the provisions of Section "22 Notice", the Tenant shall employ and/or identify a designated contact person who shall be responsible for conveying all facility concerns regarding the Premises and/or receiving all maintenance reports, testing results and general correspondence during the term. The Tenant shall provide the Landlord with the information listed below for the designated contact person.

TENANT'S CONTACT PERSON:

Name: Sharon DeAngelis

Title: Business Administrator, Department of Education

Address: 21 S. Fruit Street, Suite 20, Concord NH 03301 Phone: (603) 271-3806

Email Address: sharon.deangelis@doe.nh.gov

24. Landlord's Relation to the State of New Hampshire: In the performance of this Agreement the Landlord is in all respects an independent contractor, and is neither an agent nor an employee of the State of New Hampshire (the "State"). Neither the Landlord nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

25. Compliance by Landlord with Laws and Regulations/Equal Employment Opportunity:

25.1 Compliance with Laws, etc: In connection with the performance of the Services set forth herein, the Landlord shall comply with all statutes, laws, regulations and orders of federal, state, county or municipal authorities which impose any obligations or duty upon the Landlord, including, but not limited to, civil rights and equal opportunity laws. In addition, the Landlord shall comply with all applicable copyright laws.

A) The Tenant reserves the right to offset from any amounts otherwise payable to the Landlord under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

25.2 Discrimination: During the term of this Agreement, the Landlord shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

25.3 Funding Source: If this Agreement is funded in any part by monies of the United States, the Landlord shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulation of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines of the State of New Hampshire or the United States issued to implement these regulations. The Landlord further agrees to permit the State or United States access to any of the Landlord's

Landlord Initials: [Signature]

Date: 8/1/15

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: 8/17/15

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

TENANT: The State of New Hampshire, acting through its' Department of: Department of Education,
Division of Adult Learning and Education

Authorized by: (full name and title) Virginia M. Barry, Commissioner of Education

LANDLORD: (full name of corporation, LLC or individual) _____

Brady Sullivan Keene Properties, LLC

Authorized by: (full name and title) _____

Print: Arthur Sullivan, Principal Signature
Name & Title

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

OF: New Hampshire COUNTY OF: Hillsborough

UPON THIS DATE (insert full date) August 18, 2015, appeared before

me (print full name of notary) Denise Rees the undersigned officer personally

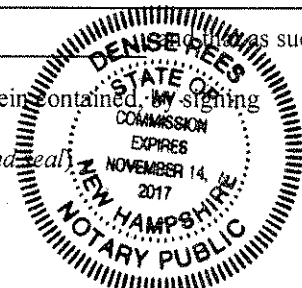
appeared (insert Landlord's signature) [Signature]

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

Officer, they are authorized to do so, executed the foregoing instrument for the purposes therein contained. By signing him/herself in the name of the corporation.

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

Denise Rees



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: 10/29/15

Approving Attorney: [Signature]

Approved by the Governor and Executive Council:

Approval date: _____

Signature of the Deputy Secretary of State: _____

Landlord Initials: [Signature]
Date: 8-17-15

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

EXHIBIT A SCHEDULE OF PAYMENTS

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

Rent for the Premises shall be due and payable in accordance with the rental schedule below. The cost per "Square Foot" (SF) documented below is based on the 3,536 demise of the Premises located within tenant Suite "T", and includes the right of Tenants use of all common area parking with no additional charge.

10-YEAR RENTAL SCHEDULE

| Year | EFFECTIVE DATES | SQ. FT. | MONTHLY COST | ANNUAL COST | Approx. SF COST | Approx. % INCREASE |
|------|-----------------------------------|----------------------|--------------|---------------------|-----------------|--------------------|
| 1 | March 1, 2016 – February 28, 2017 | 3,536 | \$5,598.67 | \$67,184.00 | \$19.00 | |
| 2 | March 1, 2017 – February 28, 2018 | 3,536 | \$5,598.67 | \$67,184.00 | \$19.00 | 0% |
| 3 | March 1, 2018 – February 28, 2019 | 3,536 | \$5,598.67 | \$67,184.00 | \$19.00 | 0% |
| 4 | March 1, 2019 – February 29, 2020 | 3,536 | \$5,598.67 | \$67,184.00 | \$19.00 | 0% |
| 5 | March 1, 2020 – February 28, 2021 | 3,536 | \$5,598.67 | \$67,184.00 | \$19.00 | 0% |
| 6 | March 1, 2021 – February 28, 2022 | 3,536 | \$5,598.67 | \$67,184.00 | \$19.00 | 0% |
| 7 | March 1, 2022 – February 28, 2023 | 3,536 | \$5,598.67 | \$67,184.00 | \$19.00 | 0% |
| 8 | March 1, 2023 – February 29, 2024 | 3,536 | \$5,598.67 | \$67,184.00 | \$19.00 | 0% |
| 9 | March 1, 2024 – February 28, 2025 | 3,536 | \$5,598.67 | \$67,184.00 | \$19.00 | 0% |
| 10 | March 1, 2025 – February 28, 2026 | 3,536 | \$5,598.67 | \$67,184.00 | \$19.00 | 0% |
| | | 10 YEAR TOTAL | | \$671,840.00 | | |

Part II: Additional Costs: *Disclose and specify any additional Tenant costs or payments which are not part of the "rent" set forth in "Part I" above but due and payable under the terms of the Agreement herein. Disclosure to include the dates or time frames such payments are due, and if applicable a "schedule of payments" for any installments to be paid towards the total additional payment.*

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

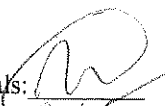
Landlord Initials:

Date: 8-17-15

EXHIBIT B

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

- a) The Tenant shall be responsible for provision of Janitorial and Recycling services inside of the demised Premises; while the Landlord shall be responsible for such services to all common areas of the building to which the Premises are a part.
- b) The Tenant or the Tenant's contractor shall provide janitorial services in a timely manner, keeping the Premises in a neat, safe and orderly condition throughout the Term.
 - i) All rubbish and/or recycling materials shall be collected in a timely fashion and removed from the Premises.

Landlord Initials: 

Date: 3-17-13

EXHIBIT C

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


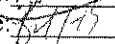
Part I Architecturally Barrier-Free access to the Premises conforming with all applicable codes and regulations which are in effect as of the date of inception of the Term shall be provided unless otherwise agreed by the parties hereto and agreed by the "Architectural Barrier-Free Design Committee".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

As set forth in the agreement herein all work provided to the Premises during renovations described in Part III herein shall conform to all applicable codes including but not limited to those pertaining to architecturally barrier-free accessibility. Such renovations shall also include any improvements specifically requested by the State of New Hampshire's Architectural Barrier-Free Design (AB) Committee in their "letter of recommendation" which shall be attached herein.

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

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

After completion of renovations but prior to Tenant's occupancy, the Landlord at their sole expense shall be responsible for hiring technicians which meet the State of New Hampshire Department of Environmental Services (NHDES) criteria of professional accreditation to perform NHDES "Clean Indoor Air" tests in the Premises as set forth in Administrative Rules Chapter Env – A2200. At the same time, the Landlord shall also have all areas of the Premises tested for the presence of lead. No more than five (5) days of receipt of the air quality and lead tests results the Landlord shall submit a copy to the Tenant, and a notarized copy to NHDES, the copy addressed to NHDES shall be delivered to: "Indoor Air Quality Program", Hazen Drive, P.O. Box 95, Concord, NH 03302-0095. In the instance of testing results showing deficiency in any criterion, the Landlord shall consult with the State of New Hampshire and the accredited consultant that performed the testing to gain their recommendation of "best practice" for provision of remedy, and thereafter implement provision of such remedy through repair/alteration to the Premises. Any and all required repairs or alterations determined to be necessary under this provision shall be completed within a reasonable time frame, in no instance exceeding thirty (30) days after report of the deficiency. After the completion of all repairs the Landlord shall provide air-quality testing for the previously deficient area to prove remedy has been provided, the results shall be sent to the Tenant as proof of conformance. The Landlord shall be obligated to comply with the forgoing protocol until such time the Premises conform to Environmental Services "ENV-A2200" standards.

Landlord Initials: 
Date: 

Part III

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

1. No later than the date set forth in "3.2 Occupancy Term" herein, the Landlord shall, at the sole expense of the Landlord, substantially complete provision of all required construction and improvements to the Premises delivering it in "turn-key" condition to the Tenant. Scope of improvements shall be as defined in the following documents attached hereto:
 - a. Tenant Design-Build Improvement Specifications for the Premises located at: Center at Keene, 149 Emerald Street, Suite T, Keene NH, and;
 - b. Tenant's Demise Plan, 1st floor, DWG-1
 - c. Tenant's Design-Build Plan, 1st floor, DWG-2
 - d. Tenant's Parking Plan, DWG-3
2. The Landlord's minimum obligation regarding provision and fit up of the Premises shall include but not be limited to provision of the level of quality, type of space, configuration, specifications and finishes set forth in the documents listed above, including provision of an interior layout conforming to that which is shown in the Tenant's 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.

The Tenant or the Tenant's janitorial provider shall bag and remove items for recycling, conveying and depositing them in a community recycling center, collected in the following manner:

1. Approximately once (one time) per week the Tenant's janitorial service provider ("Provider") or staff members shall gather waste products for recycling from the Premises, these items shall be properly sorted and deposited into garbage bags;
2. The Provider shall ascertain the weight of such bags documenting the approximate average weight of full or partially full bags per commodity.
3. 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.
4. At the end of each month the Provider shall tally the number of bags (detailed by full or partially full) collected per commodity and multiply that sum by the average weight of such bags.
5. On a Quarterly basis the Provider shall send the results of these monthly volume tallies to the Tenant's "Contact Person" (listed in section 23.2 herein) in order to provide conformance with State of New Hampshire recycling reporting requirements.

Landlord Initials: 

Date: 6/17/5

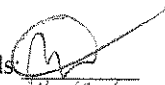
EXHIBIT D
SPECIAL PROVISIONS

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:

- 1) 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.

- 2) 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.

Landlord Initials: 

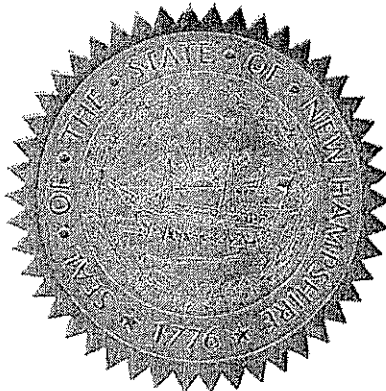
Date: 8-17-18

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 Brady Sullivan Keene Properties, LLC is a New Hampshire limited liability company formed on January 14, 2014. 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 24th day of June, A.D. 2015

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

William M. Gardner
Secretary of State

UNANIMOUS WRITTEN CONSENT OF
THE MEMBERS OF
BRADY SULLIVAN KEENE PROPERTIES, LLC

The undersigned being all of the Members of Brady Sullivan Keene Properties, LLC, a New Hampshire limited liability company, (the "Company") in lieu of a meeting of the Members of this Company and pursuant to the authority of the Limited Liability Company, does hereby agree and consent to the following actions:

WHEREAS the undersigned, Members of the Company, have deemed it to be in the best interest of the Company for it to engage in the purchase and sale of various real properties from time to time, refinance transactions, and any and all other matters contemplated in the Company's best interest, upon the terms and conditions set forth in any such agreements to be executed by any of the parties listed below.

NOW, THEREFORE, be it

Authority to Execute Instruments.

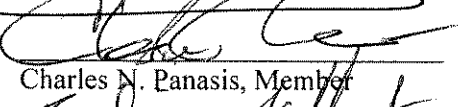
RESOLVED, that each of Shane D. Brady, Arthur W. Sullivan, Charles N. Panasis and Benjamin Kelley, and hereby they each are, individually and without the need of joint action, authorized and empowered to execute, in the name and on behalf of the Company, and deliver any and all documents and instruments required to be signed and executed in connection and on behalf of the Company on the terms and conditions as deemed appropriate by the individual acting pursuant thereto, and that the undersigned members hereby ratify and confirm any and all actions taken prior to the date hereof in order to accomplish the same;

FURTHER RESOLVED, that each of Shane D. Brady, Arthur W. Sullivan, Charles N. Panasis and Benjamin Kelley, be, and hereby they are each individually and without the need of joint action, authorized and empowered to executed, in the name and on behalf of the Company, and deliver all such further instruments and documents in the name and on behalf of the Company and under its seal or otherwise, and to pay such expenses, if any, as in his judgment shall be necessary, proper, or advisable in order to more fully carry out the intent and accomplish the purposes of the foregoing resolutions and each of them.

WITNESS the due execution hereof this 17th day of August, 2015.


Arthur W. Sullivan, Member


Shane D. Brady, Member


Charles N. Panasis, Member


Benjamin Kelley, Member



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/10/2015

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

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

| | |
|---|---|
| PRODUCER FIAI/Cross Ins-Manchester 1100 Elm Street Manchester NH 03101 | CONTACT NAME: Karen Shaughnessy PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: kshaughnessy@crossagency.com |
| INSURED Brady Sullivan Properties LLC Brady Sullivan Keene Properties, LLC. 670 No Commercial Street #303 Manchester NH 03101 | INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Ins. Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: |

COVERAGES CERTIFICATE NUMBER: CL152329506 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 | | | | | |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | EACH OCCURRENCE \$ 1,000,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | 2/1/2015 | 2/1/2016 | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 |
| | <input checked="" type="checkbox"/> No Deductible | | | | | MED EXP (Any one person) \$ 5,000 |
| | <input checked="" type="checkbox"/> Terrorism included | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | GENERAL AGGREGATE \$ 5,000,000 |
| | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | AUTOMOBILE LIABILITY | | | | | |
| | <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) \$ |
| | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB | <input checked="" type="checkbox"/> OCCUR | | | | EACH OCCURRENCE \$ 25,000,000 |
| | <input type="checkbox"/> EXCESS LIAB | <input type="checkbox"/> CLAIMS-MADE | | | | AGGREGATE \$ 25,000,000 |
| | DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | 2/1/2015 | 2/1/2016 | \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | Y/N <input checked="" type="checkbox"/> | (3a.) FL, MA, NH, RI & VT | 12/28/2014 | 12/28/2015 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | | Arthur Sullivan & Shane & David Brady excluded | | | E.L. EACH ACCIDENT \$ 500,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | E.L. DISEASE - EA EMPLOYEE \$ 500,000 |
| | | | | | | E.L. DISEASE - POLICY LIMIT \$ 500,000 |

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

RE: 149 Emerald Street, Keene NH

Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER

CANCELLATION

State of NH, Dept of Education
Div of Adult Learning & Rehabilitation
Attn: Sharon DeAngelis
21 Fruit Street, Ste 20
Concord, NH 03301

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

AUTHORIZED REPRESENTATIVE

Karen Shaughnessy/KS5

Karen Shaughnessy



**New Hampshire
Governor's Commission on Disability**

"Removing Barriers to Equality"



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

To the Honorable Governor Maggie Hassan and Members of the Executive Council

Requested Action

RECOMMENDATION REGARDING LEASE APPROVAL

Lessee: Department of Education, Division of Adult Learning and Rehabilitation,
Keene District Vocational Rehabilitation Office
Location: New lease at: 149 Emerald Street, Suite T, Keene, NH 03431
Lessor: Brady Sullivan Keene Properties, 670 Commercial Street, Manchester NH 03101
Term: Ten (10) years: Contract to commence December 16, 2015, thereafter fit-up to be undertaken and completed with Occupancy/Rental to commence March 1 2016. Term to expire February 28, 2026.

In accordance with the administrative rules codified in Adm. 610.16 (e) (3), The Governor's Commission on Disability's (GCD) Committee on Architectural Barrier Free-Design (ABFDC) has preliminarily opined that the location referenced above and referred to herein, meets barrier free requirements, subject to the conditions listed below. The subject lease was reviewed during the ABFDC's August 18, 2015 meeting however, since a membership quorum was not attendant a final vote regarding the matter was not possible, the ABFDC shall however provide a final opinion during the next viable meeting, when a quorum is present. Should the ABFDC quorum decide additional conditions for receipt of their approval are required, such conditions shall be conveyed to the Lessee for implementation forthwith. The ABFDC therefor respectfully recommends that the subject LEASE location of approximately 3536 square feet of space be **approved, with the following conditions, and subject to the limitations stated herein.**

Upon completion, all renovations specified in the Lease agreement and supportive Design-Build Documents must comply with the provisions set forth in this letter and with all applicable building codes, including but not limited to the Code for Barrier-Free Design for the State of New Hampshire and the State Building Code. When applicable (designated by "LAHJ approval required"), renovation plans shall be submitted to the local authority having jurisdiction (i.e., Building Inspector, Code Enforcement Officer) for approval.

121 South Fruit Street, Suite 101, Concord, NH 03301-2412
Toll-Free NH: 800-852-3405 | 603-271-2773 | Fax: 603-271-2837 | Disability@nh.gov
www.nh.gov/disability

CONDITIONS:

Conditions for approval: all renovations and improvements shall be provided as specified in the Lessee's lease agreement and supportive/attached design-build specifications and drawings, approval shall be further conditioned upon the following:

- a. Any substantive revisions to the Tenant's design build plans or specifications proposed by the Landlord shall be submitted for approval by the Architectural Barrier-Free Design Committee (ABFDC) and the local authority having jurisdiction (i.e. the Building Inspector) prior to Tenant acceptance.
- b. If construction drawings vary from the Tenant's design build drawings (as presented to and reviewed by the ABFDC) any revisions shall be submitted to the ABFDC at no more than 60% completion for additional plan review.
- c. Prior to occupancy the ABFDC shall be welcome to conduct an accessibility site visit.

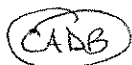
A representative for the Lessee or a designee of the Lessee must provide to the ABFDC proof of completion by photographs and/or paid invoices for the items listed above within forty five (45) days after the commencement of the lease, and shall certify to the ABFDC that the conditions outlined herein and as set forth in the Lease Agreement and related attachments have been satisfied.

This recommendation is based upon the site-survey completed by Administrative Services and on the assurances of the Lessee's ADA Coordinator. The ABFDC cannot survey all state leased properties however as a safeguard for the State against potential ADA litigation, and to assure access for persons with disabilities, random surveys shall be performed.

Respectfully submitted and approved by the **Architectural Barrier-Free Design Committee** on this day of Tuesday, August 18, 2015.

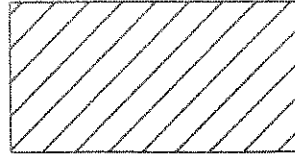
Mark Weir

Mark Weir,
Acting Chair



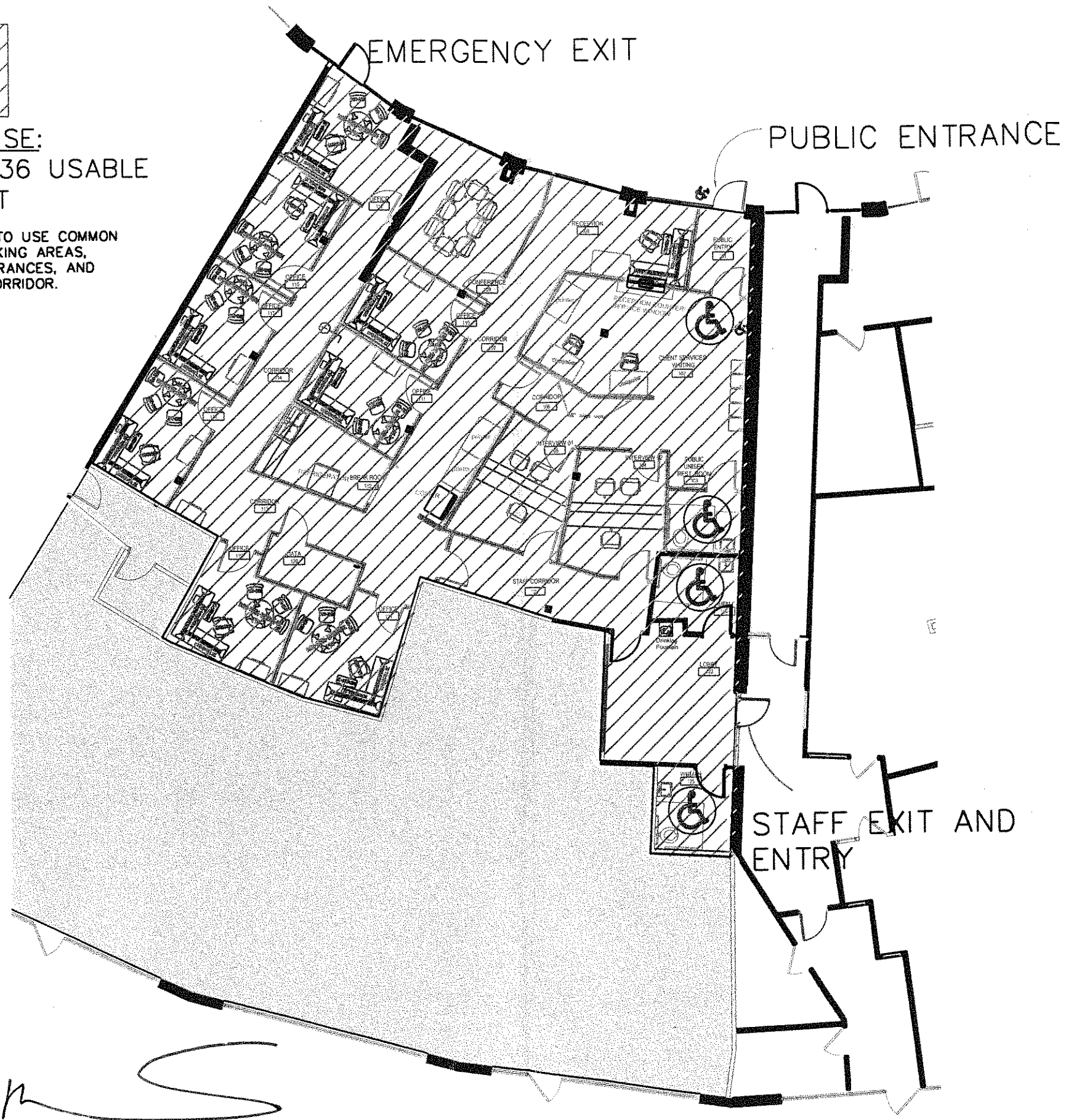
Cc:

Charles J. Saia, Esq., Executive Director
Governor's Commission on Disability



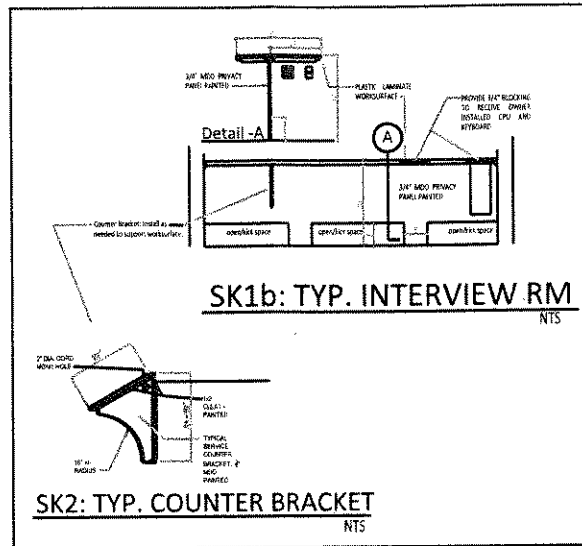
TENANT DEMISE:
APPROX. 3,536 USABLE
SQUARE FEET

PLUS TENANTS RIGHT TO USE COMMON
AREAS SUCH AS: PARKING AREAS,
SHARED EXTERIOR ENTRANCES, AND
COMMON AREA EXIT CORRIDOR.



8-17-15

| | | | | |
|--|------------------------|--|------------------|--------|
| | DEMISE PLAN: 3,536 USE | | DWG. 1 | |
| | DATE: 07-30-2015 | SCALE: NTS | LEVEL: 1ST Floor | |
| TENANT: Department of Education, Vocational Rehabilitation - Keene District Office | | LOCATION: 149 Emerald Street, Suite "T", Center of Keene, Keene NH | | |
| DRAWN BY: State of New Hampshire Department of Administrative Service Bureau of Planning and Management DDL&MB | | FILE PATH: P:\ACQUITTANCE\DEMISE\DEMISE-015.dwg | | |
| APPROVED BY: | | (Landlord Signature) | | (date) |
| | | (Tenant Signature) | | (date) |



DEMOLITION NOTES

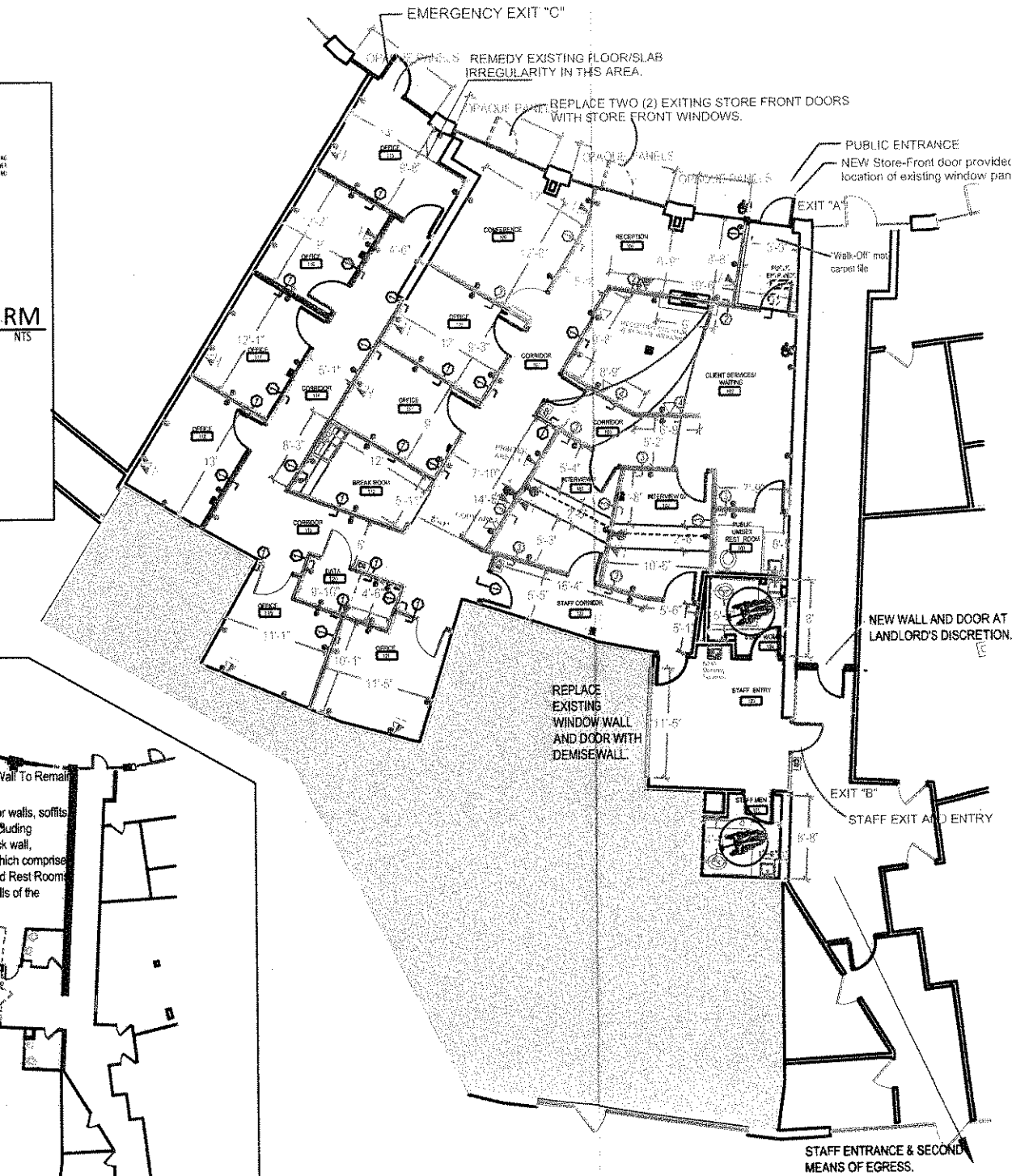
1. REMOVE ALL EXISTING INTERIOR WALLS, DOORS, STAGES, SOPSIS, MINRES, SYSTEMS AND OTHER ITEMS WHICH DO NOT MEET TENANT'S IMPROVEMENT SPECIFICATIONS AND FLOOR PLANS.
2. PERIMETER AND STAFF ENTRANCES / RESTROOM WALLS, WINDOWS AND DOORS TO BE RENOVATED / REPLACED TO MEET TENANT IMPROVEMENT SPECIFICATIONS AND FLOOR PLANS.
3. REMAINING ELEMENTS OF THE SPACE WILL BE RENOVATED / REPLACED TO MEET TENANT IMPROVEMENT SPECIFICATIONS AND FLOOR PLANS.

DEMOLITION PLAN
NTS

Remove all interior walls, soffits, doors, stages, excluding non-structural brick wall, perimeter walls which comprise the Staff Entry and Rest Room and perimeter walls of the demised space.

not included in suite 1

Non-structural Wall To Remain



ACCESSIBLE PARKING:

Adjacent to Tenant Public Entry provide, conforming to ADA code, a minimum of two (2) eight foot wide "Accessible" parking spaces with one eight foot wide access aisle between the spaces. Provide raised / required slope conforming to current barrier-free design requirements. Path from parking spaces to Tenant entry to meet ADA code.

NOTE: RENOVATIONS REQUIRED AT PUBLIC / COMMON PARKING AREAS, ENTRANCES AND REST ROOMS: All elements of these spaces / areas to be renovated to provide conformance with current Architectural Barrier-Free Design Codes in conformance with interpretation of such codes by the State of NH Architectural Barrier-Free Design Committee.

PROJECT AND DRAWING NOTES

1. DIMENSIONS ARE ROUNDED TO THE NEAREST 1/8" INCH.
2. DIMENSIONS ARE TO FACE OF NEW FRAMING, COLUMN OR MILLION CENTERLINE OR FACE OF EXISTING FRAMING WHEN THAT FRAMING IS TO REMAIN.
3. PARTITION TYPE'S AND CONSTRUCTION ARE AS DELINEATED BY WALL TYPE KEY.
4. AND ASSEMBLIES ARE AS DEFINED IN NH DEPARTMENT OF EDUCATION "TENANT IMPROVEMENT" SPECIFICATION FOR SUITE 111, 149 EMERALD STREET, CENTER OF KEENE, NH.
5. SUSPENDED ACOUSTIC CEILING IS THROUGHOUT.
6. PUBLIC RESTROOM AND EXISTING RESTROOMS (DESIGNATED AS STAFF RESTROOMS BY TENANT) SHALL BE CONSIDERED / RENOVATED TO MEET SPECIFICATIONS AS DESCRIBED IN TENANT IMPROVEMENT SPECIFICATIONS AND CONFORM TO "ADA" REQUIREMENTS.
7. OFFICE PANELS: Provide and install custom compound opaque panels extending from ground up to approx. 6'0" at all existing storefront windows and doors at extent noted. New Public entry storefront door and sidelight exempt from this requirement.

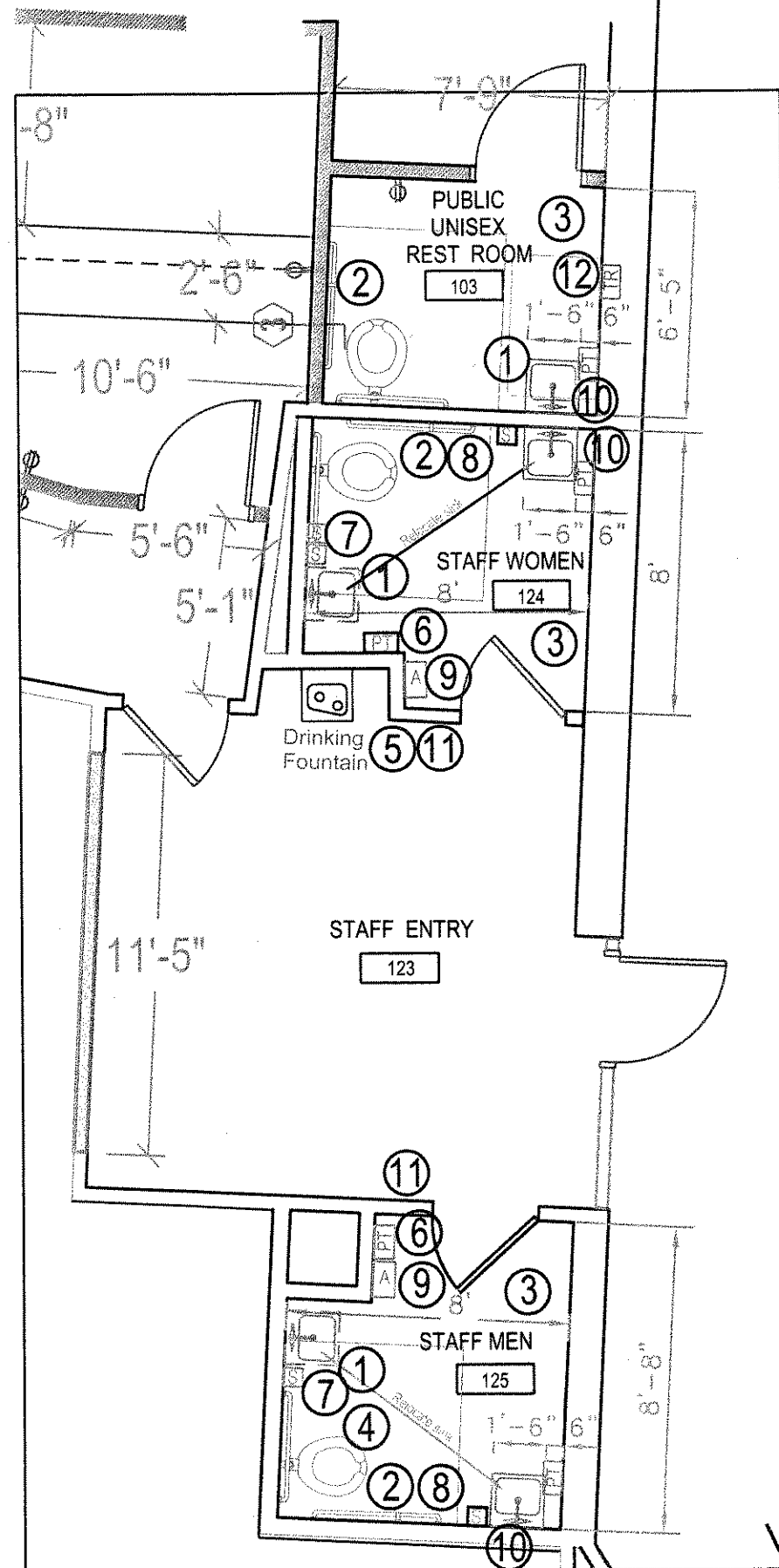
KEY / LEGEND: See Tenant's Improvement Specifications for further details and full specifications.

- DUPLEX ELECTRICAL OUTLET
Standard 20 amp
- DUPLEX ELECTRICAL OUTLET
30 amp (data room)
- QUADPLEX ELECTRICAL OUTLET
- CARP READER - CONTROLLED ACCESS POINT: "Reader" and security system provided by Tenant, Landlord to provide control & for entry point at each location
- Smoke Detector: 2 data jacks E-415 @ both ends
- Phone / Fax
- 1 Data
- NEW CONSTRUCTION: WALL TYPE 1 (Full Ht.)
- NEW CONSTRUCTION: WALL TYPE 2 (Full Ht./ Bullets Resistant)
- NEW CONSTRUCTION: WALL TYPE 3 (Full Ht./ Acoustical)
- NEW CONSTRUCTION: WALL TYPE 4 (Partial Ht. 4'0"±)
- DEMOLITION
- EXISTING TO REMAIN
- PLUMBING: LOCATION: Landlord to provide ADA compliant automated door opener with remote control activation causing unimpeded opening of exterior and interior vestibule doors and Tenant Suite Public Entry
- "Walk-Off" mat carpet tile

| | | |
|--|--|--|
| APPROVED BY: | DOL&MB (Landlord Signature) | (date) |
| | (Tenant Signature) | (date) |
| DRAWN BY: | State of New Hampshire Department of Administrative Services Bureau of Planning and Management | FILE PATH: P:\AC\WML\EA\SEEDUCATION\VR\Keene\Emerald St. Suite 111 Suite T - 149 Emerald Street Educ VR DESIGN BUILD_07302015.dwg |
| | | |
| DWG. 2 | DATE: REV 1: 07-30-2015 | SCALE: NTS |
| | DESIGN BUILD Plan | LEVEL: 1ST Floor |
| TENANT: Department of Education, Vocational Rehabilitation - Keene District Office | LOCATION: 149 Emerald Street, Suite T, Center of Keene, Keene, NH | |
| | | |

8-17-15

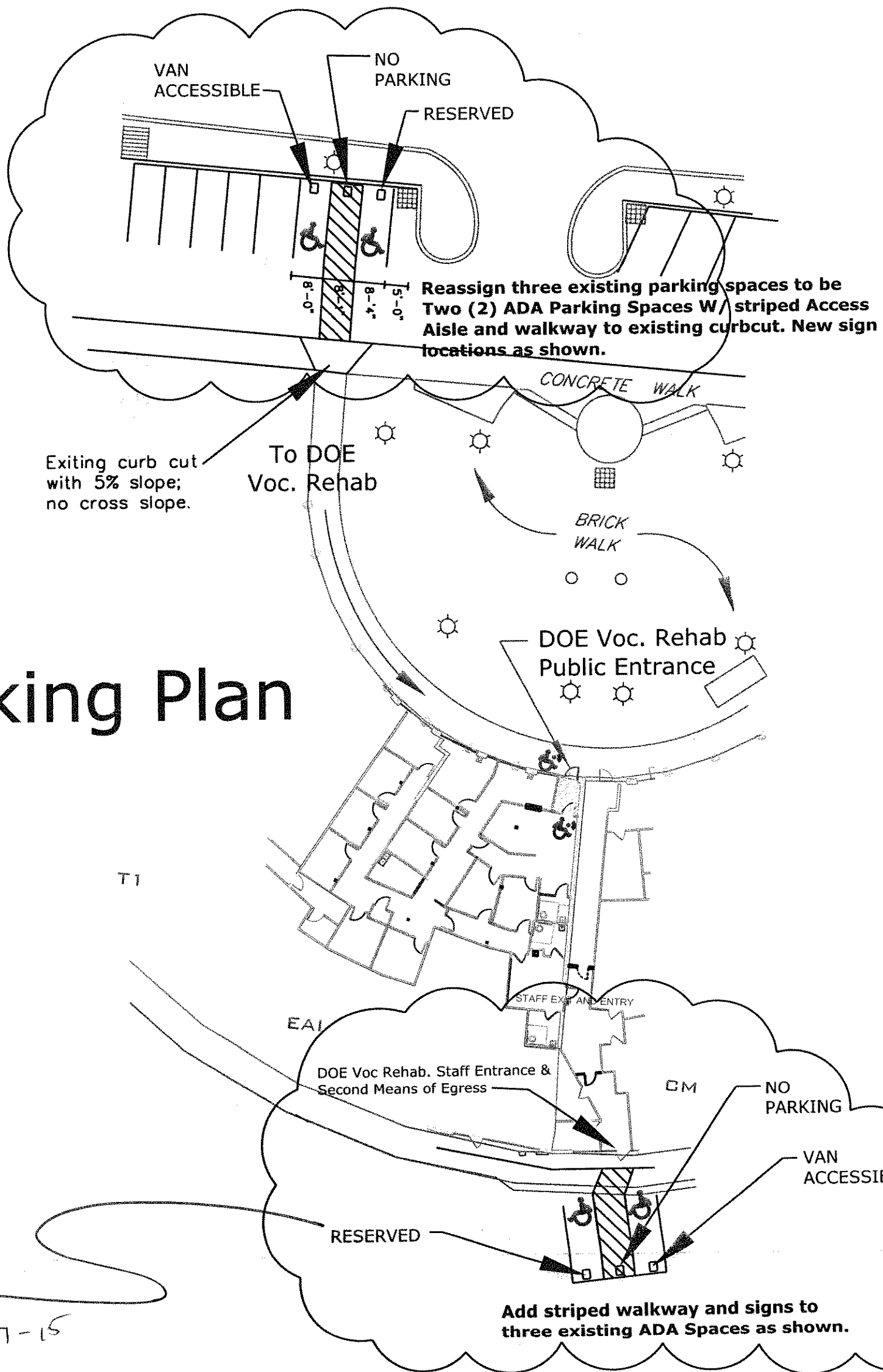
149 EMERALD STREET, SUITE T, IMPROVEMENTS: REST ROOM DETAILS & NOTES:



- ① **SINKS:**
Rooms 124 & 125: Relocate existing (non conforming clearance) sinks to locations shown, installing side edge at 6" from adjacent wall, with top of basin at 34" high. Insulate waste pipes.
Room 103: Provide and install new sink with dimensions and placement as shown, top of basin at 34" high, insulated waste pipes.
- ② **GRAB BARS:**
Rooms 124 & 125: Replace two existing non-conforming(24" and 32") horizontal grab bars with three code compliant (horizontal @ 36" & 42" + vertical) grab bars.
Room 103: Provide & install three (3) new code compliant (36" behind toilet, 42" adjacent plus vertical) grab bars as shown.
- ③ **STROBES:** Provide/Install Strobe alarm in each of the three rest rooms.
- ④ Replace Men's room toilet, provide fixture (custom order) with toilet flush lever on the approach/open side (not wall side) of toilet. Provide seat height of 17" to 19".
- ⑤ Reinstall existing drinking fountain providing spout no higher than 36" with minimum 27" of knee space below.
- ⑥ Rooms 124 & 125: Replace & Relocate existing paper towel dispensers - New fixture must be operable w/single closed fist, dispensing ht @ 48".
Room 103: Provide new papertowel dispenser - fixture must be operable w/singleclosed fist, dispensing ht. at 48".
- ⑦ Room 124: Relocate one soap dispenser to new sink location; dispensing height @ 48". Remove second dispenser.
Room 125: Relocate one soap dispenser; dispensing height @ 48".
Room 103: Provide new soap dispenser; dispensing height @ 48".
- ⑧ Rooms 124 & 125: Relocate toilet paper dispensers: provide at 7" to 9" in front of seat edge without blocking access to grab bars.
Room 103: Install new toilet paper dispenser: provide 7" to 9" in front of seat edge without blocking access to grab bars.
- ⑨ Remove existing hot-air hand drying fixtures.
- ⑩ Rooms 124 & 125: Relocate existing above sink mirrors to new sink locations installing bottom edge of reflective surface no higher than 40" AFF.
Room 103: Provide new mirror above sink installing bottom edge of reflective surface no higher than 40" AFF.
- ⑪ Remove existing door signs to rooms 124 and 125. New signs to be installed on the wall adjacent to the handle side of the door. Signs will have Braille and raised letters and symbols; top of signs installed at 60" AFF.
- ⑫ Install new recessed trash receptacle.

MS
8-17-15

Parking Plan



DWG 3: TENANT'S PARKING PLAN

REVISION DATE: 7-20-15

SCALE: NTS

Department of Education, Vocational Rehabilitation, Keene District Office

LEVEL: L1

149 Emerald Street, Suite "T", Center of Keene, Keene, NH NH 03103

DRAWN BY:

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

FILE PATH:

S:\PLANNING_MANAGEMENT\GENERAL LEASE PROJECTS\EDUCATION_VOC REHAB\EDUCATION_KEENE\149 Emerald Street\Suite T Parking Plan.dwg

APPROVED BY:


(Landlord Signature)

(Date)

(Tenant Signature)

(Date)

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

FROM: Charles R. Schmidt, PE
Administrator 
DATE: August 21, 2015
AT: Dept. of Transportation
Bureau of Right-of-Way

SUBJECT: Sale of Waterline Easement in Errol
RSA 4:39-c

TO: Representative Gene Chandler, Chairman
Long Range Capital Planning and Utilization Committee

REQUESTED ACTION

Pursuant to RSA 4:39-c, the Department of Transportation requests authorization to transfer a 0.30 +/- of an acre permanent waterline easement over a parcel of State owned property located on the westerly side of NH Route 16 in Errol to Dixville Capital, LLC. In exchange Dixville Capital, LLC will transfer to the Department of Transportation a 4.28 +/- acre parcel along with a 50 foot wide Right-of-Way access over additional property owned by them. This parcel is located on the northerly side of NH Route 26 located in the Unincorporated Place of Dixville and the Town of Colebrook. This is a no cost exchange and the Department is requesting a waiver of the Administrative Fee of \$1,100.00, subject to the conditions as specified in this request.

EXPLANATION

The Department of Transportation has been working with Dixville Capital, LLC concerning the redevelopment and expansion of the Balsams Resort. Dixville Capital, LLC has signed a Purchase and Sales Agreement to purchase the Balsams Resort property. For many years, an arrangement has existed with the Balsams to allow the Department to occupy a salt shed and garage on their property for Highway Maintenance.

The proposed redevelopment of the Balsams requires this area and therefore necessitates relocation of the shed. The Department has offered to reconstruct a new shed if land can be provided in the immediate area.

Dixville Capital, LLC has proposed to deed the Department a 4.28 +/- acre parcel of land to relocate this substandard Maintenance Patrol Shed Facility. This will include an access easement over a private road (Valley Road) owned by them to access the property located on the northerly side of NH Route 26 located as noted above.

In exchange for the land, the Department would grant Dixville Capital, LLC a 0.30 +/- of an acre permanent waterline easement over a parcel of State land owned by the Department of Transportation located in Errol which is used by the Department as a Patrol Shed Facility. The easement would provide property rights for a waterline that will support the snowmaking system for the Balsams redevelopment. The snowmaking pipeline will be approximately 8 miles long and this easement is one of many that the developer will need to secure. The functionality of the Errol Patrol Shed does not change as a result of the granting of this easement.

This request has been reviewed by this Department and it has been determined that this exchange is surplus to our operational needs and interest. This exchange of land rights will help support the Balsams redevelopment project by providing an easement for the snowmaking pipeline as well as assisting the Department by relocating the existing Patrol Shed from private property to State property.

For the Committee's information the Department also had a staff appraiser complete an opinion of value for the subject parcels for the purpose of establishing a market value for these areas. Based upon the analysis and adjustments of sales found in the surrounding towns, it was felt that reasonable values for the subject parcels as of August 11, 2015, are as follows:

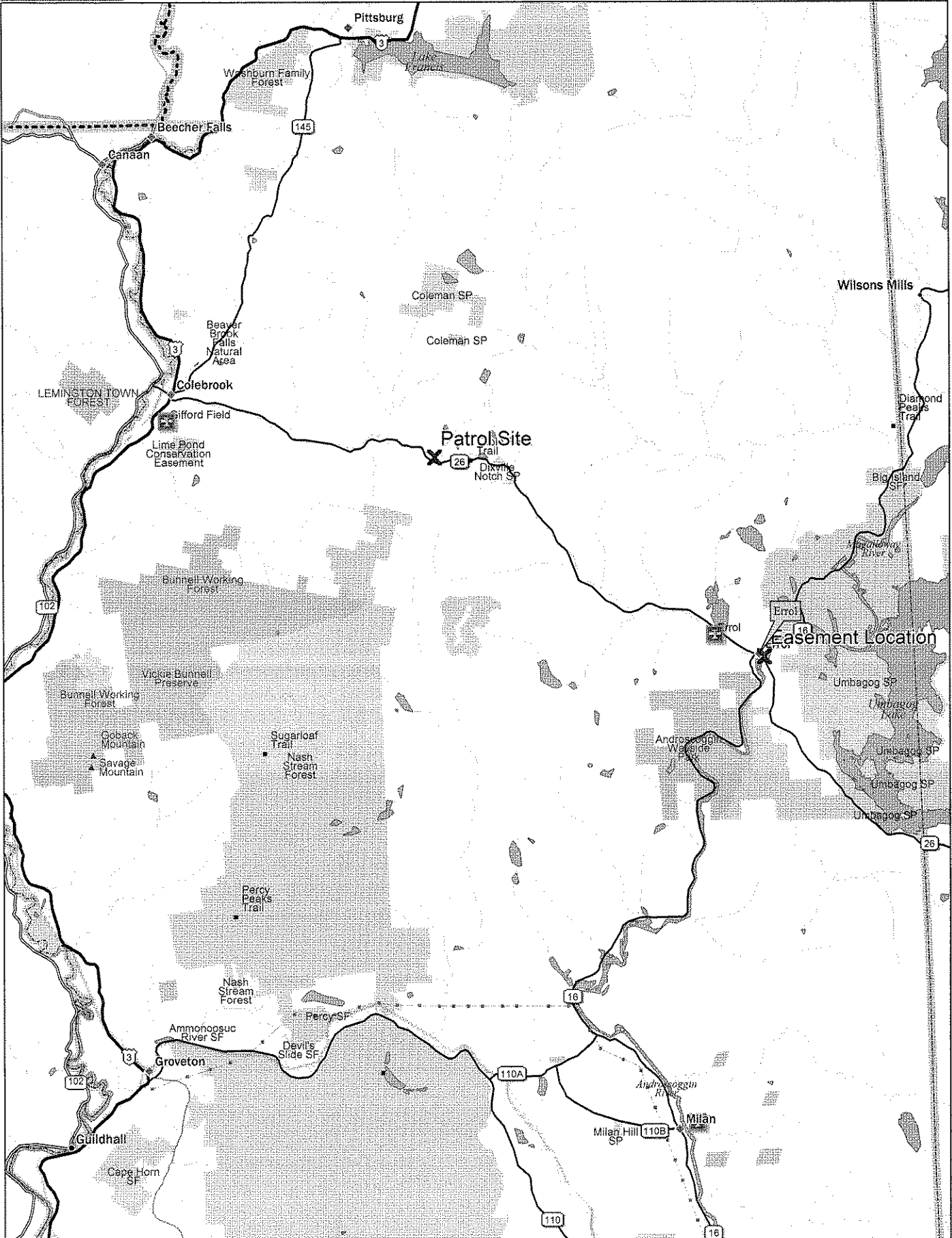
4.28 +/- acre parcel with 50' Right-of-Way to be transferred to the State of New Hampshire: \$15,000.00

0.30 +/- of an acre permanent waterline easement to be transferred to Dixville Capital, LLC: \$950.00

The value of the 4.28 +/- acre parcel of land in Dixville the Department will be receiving will be of greater value than the 0.30 +/- of an acre permanent waterline easement that the State will be conveying to Dixville Capital, LLC. The exchange of property rights will help support the Balsams redevelopment project by providing an easement for the snowmaking pipeline and will also relocate the existing Dixville Patrol Shed from private property to State owned property. With this, the Department of Transportation requests authorization to transfer a 0.30 +/- of an acre permanent waterline easement over a parcel of State owned property located on the westerly side of NH Route 16 in Errol to Dixville Capital, LLC in exchange for Dixville Capital, LLC transferring to the Department of Transportation a 4.28 +/- acre parcel along with a 50 foot wide Right-of-Way access over additional property owned by them located on the northerly side of NH Route 26 located in the Unincorporated Place of Dixville and the Town of Colebrook. This is a no cost exchange and the Department is requesting to waive the Administrative Fee of \$1,100.00.

Authorization is requested to exchange the subject property rights as outlined above.

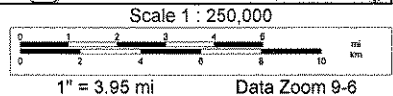
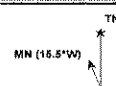
CRS/PJM/dd
Attachments

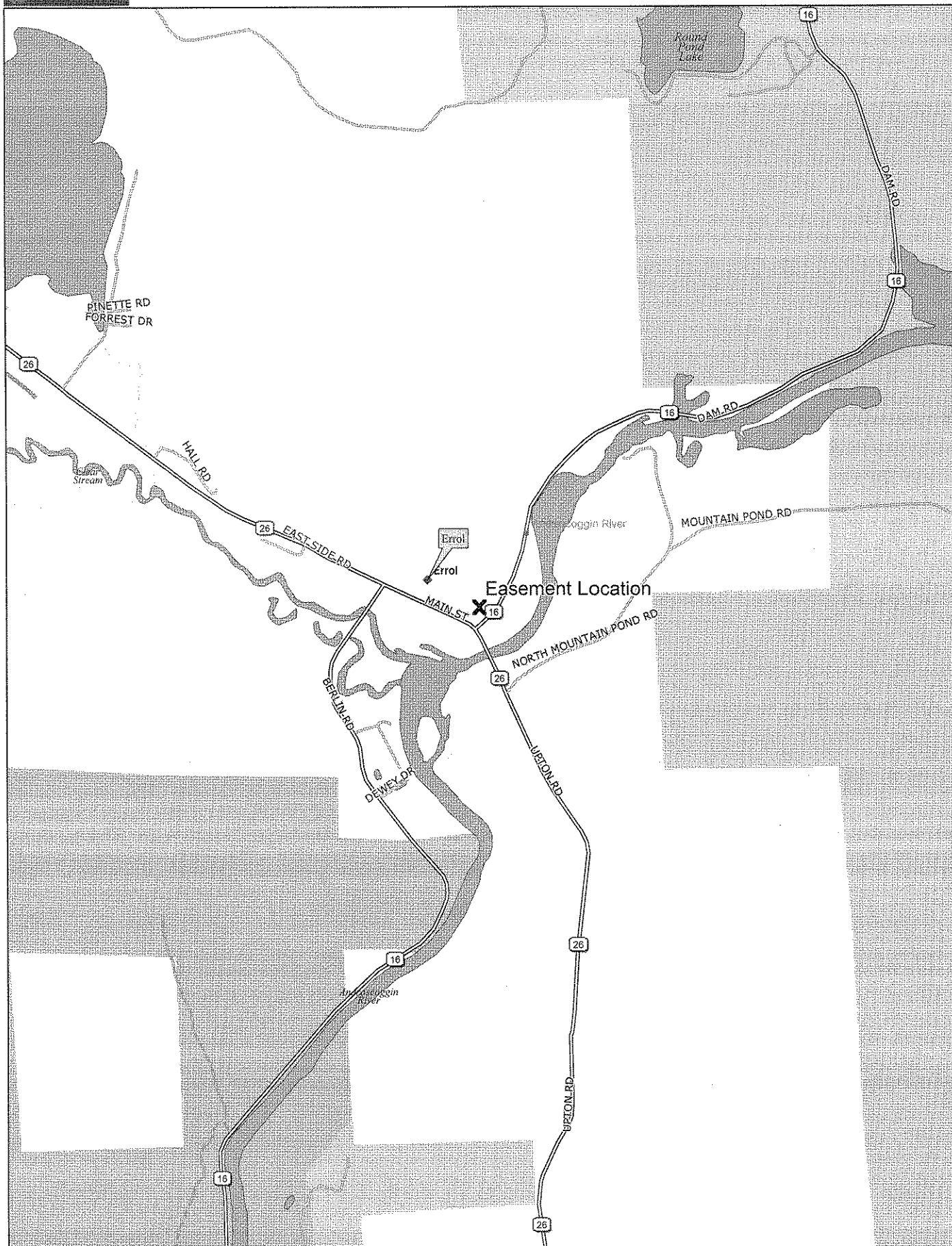


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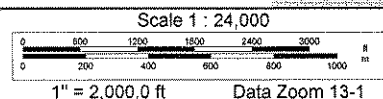
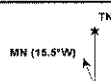




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2. **COPYING OF RECORDS:**
UNION WATER POWERS COMPANY
100 LAMAR
100 PARKVIEW ROAD
NEW GLOUCESTER, MA 01930

3. **REFERENCE NOTES:**

A. JESSAY ARNETT, ARNETT & LOUGHREAN & SELLON: PLAN TO INCREASE WATER PURCHASE DATED DECEMBER 8, 1979 AND RECORDS IN NEW HAMPSHIRE COUNTY REGISTER OF DEEDS BOOK 40 PAGE 35.

B. A. BRIN, JR.: STATE OF NEW HAMPSHIRE DATED DECEMBER 13, 1974 AND RETURNED TO COUNTY CLERK OF NEW HAMPSHIRE COUNTY REGISTER OF DEEDS BOOK 40 PAGE 35.

C. UNION WATER POWERS COMPANY TO STATE OF NEW HAMPSHIRE DATED DECEMBER 16, 1974 AND RECORDED IN NEW HAMPSHIRE COUNTY REGISTER OF DEEDS BOOK 40 PAGE 7.

4. **REFERENCE LIST:**

A. "PLAN OF PROPOSED PURCHASE OF NEW PUMP AND MEDIA TREATMENT PLANT, 1969, SUBMITTED BY NEW HAMPSHIRE WATER AND WASTEWATER IN COOPERATION WITH:

B. THIS PLAN IS BASED ON A PURCHASE OF 3000 GPM AND 1000000 GPD, STATION FLOW SURVEY COMPLETED IN SEPTEMBER 2004 AND IN JANUARY 2015.

C. THE REMAINS SHOW INTEREST FROM THE STATE AND ARE BASED ON THE NEW HAMPSHIRE GOVERNMENTAL ACQUISITION PROGRAM FOR WATER AND WASTEWATER.

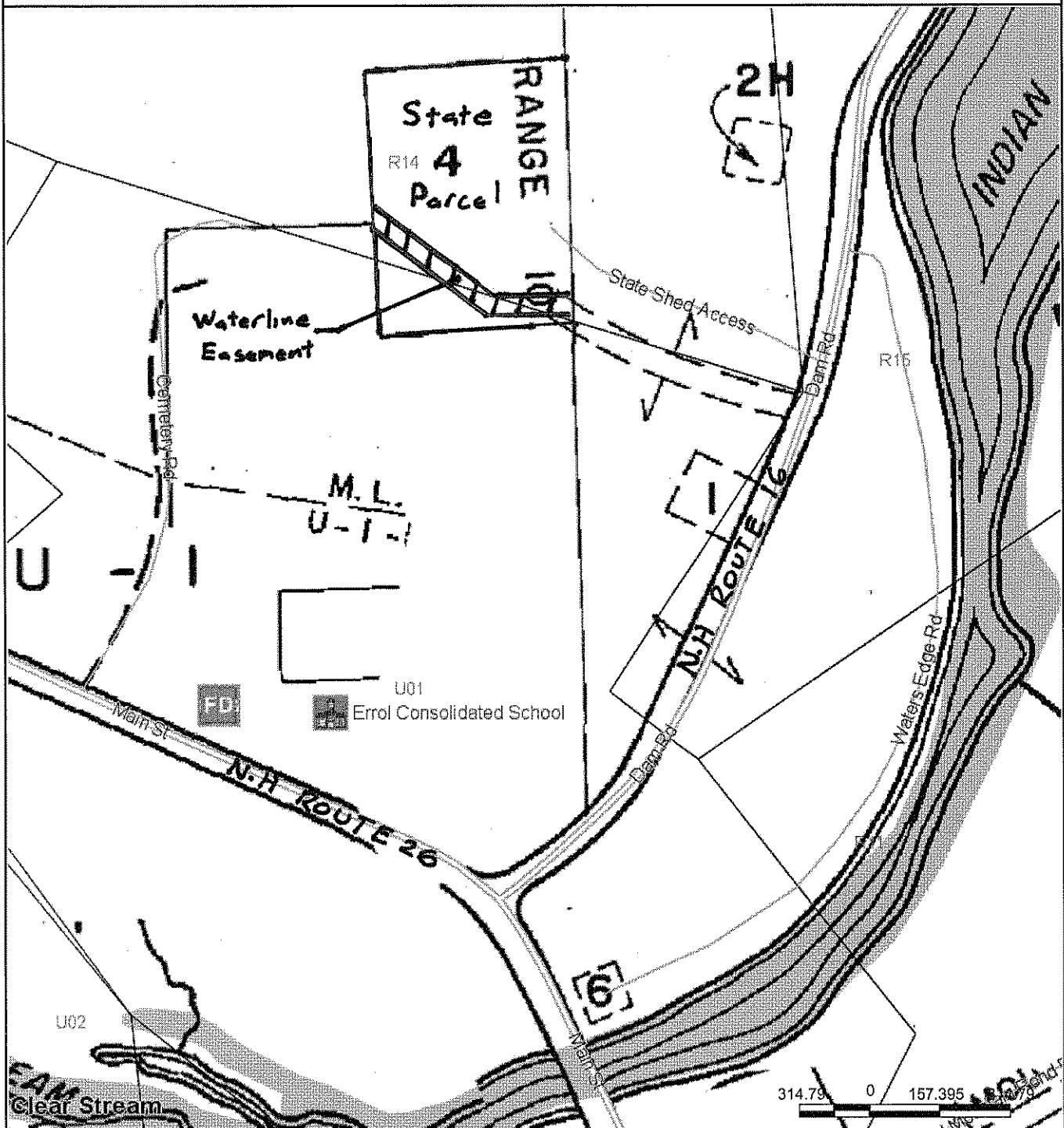
D. NEW REFERENCE NOTES: A. FIFTY FOOT NAD 83 WAS ACQUIRED AS THE SOUTHERLY END OF THE NEW HAMPSHIRE PURCHASE OF NEW HAMPSHIRE WATER POWERS COMPANY. SHALL BE ALLOWED A. REAS. 2015. (IN THE STATE OF NEW HAMPSHIRE TO THE PUBLIC TO CONSIDER THIS PLAN).

E. THE FIFTY FOOT NAD 83 WAS CONSIDERED TO THE STATE OF NEW HAMPSHIRE AND CANNOT BE CONSIDERED INCLUDING A FIFTY FEET LINE AND OTHER RESTRICTIONS. 2015 REFERENCE NOTES: A. FIFTY FOOT

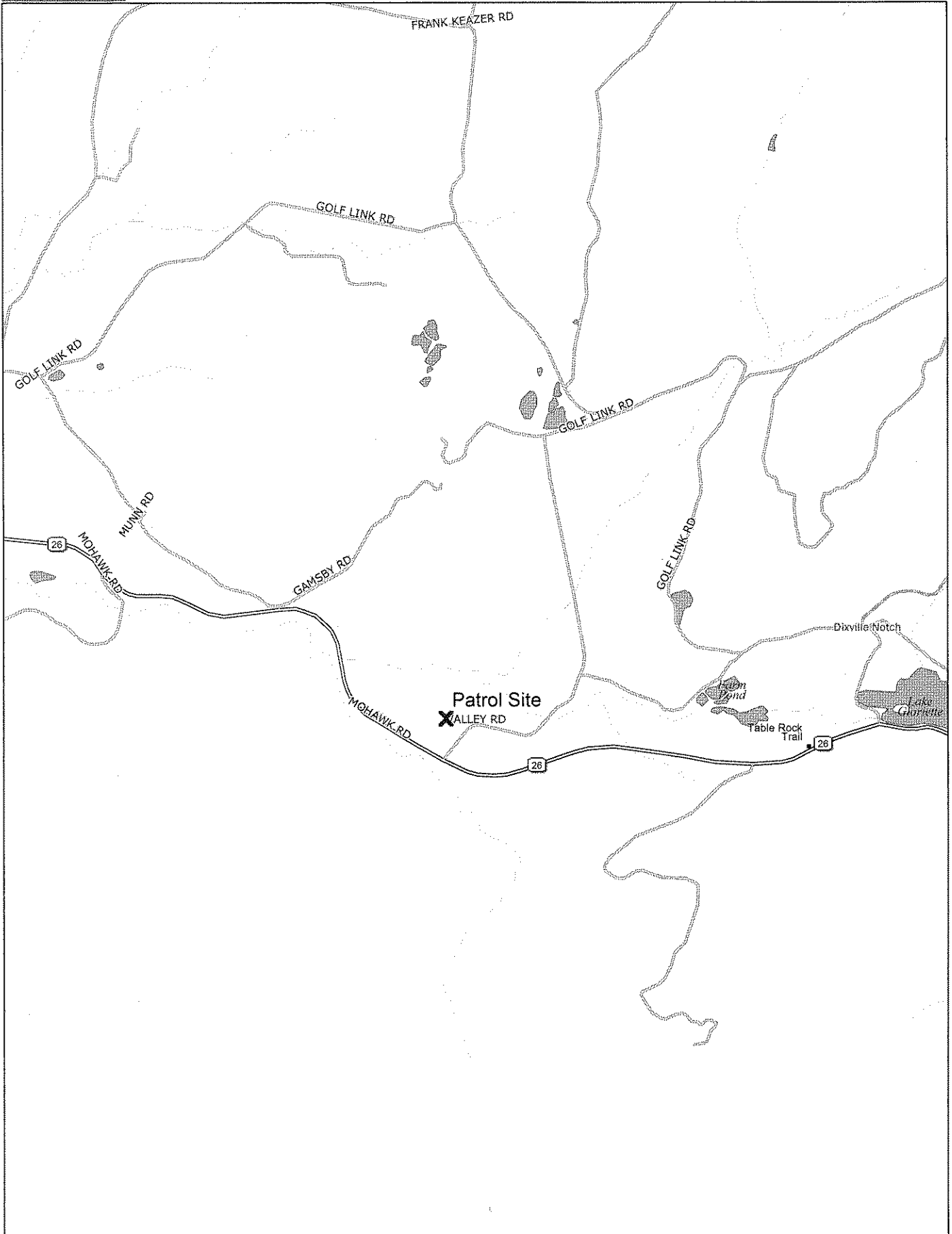


STATE OF NEW HAMPSHIRE
DEPARTMENT OF REVENUE
ADMINISTRATION

MOSAIC PARCEL
MAP SHARING
POOL



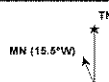
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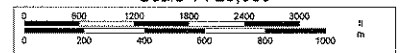
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Scale 1 : 25,000

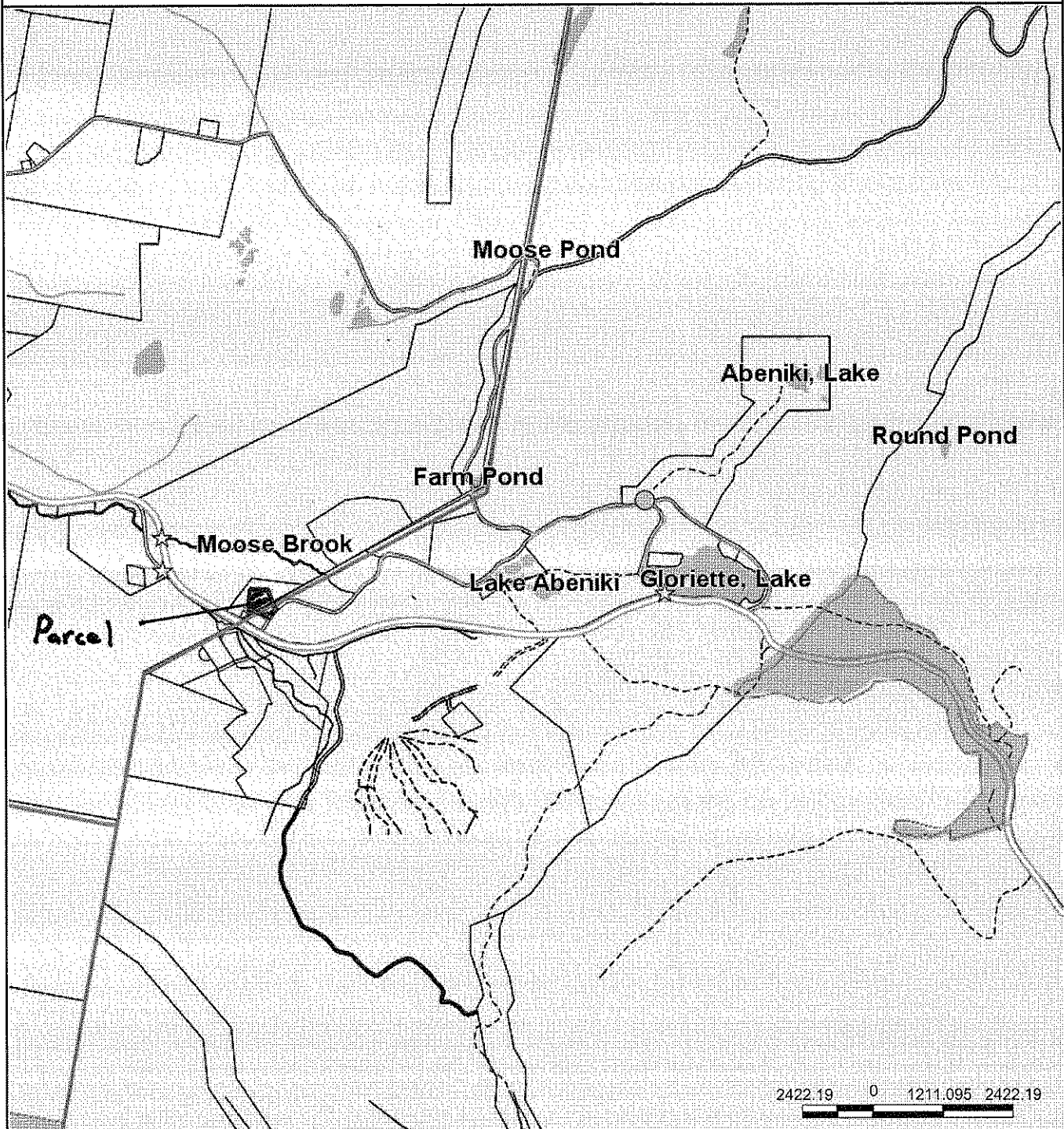


1" = 2,083.3 ft

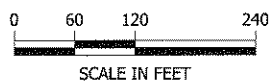
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STATE OF NEW HAMPSHIRE
DEPARTMENT OF REVENUE
ADMINISTRATION

MOSAIC PARCEL
MAP SHARING
POOL



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STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
BUREAU OF HIGHWAY MAINTENANCE
DISTRICT ONE

641 MAIN STREET, LANCASTER, NEW HAMPSHIRE 03584
TEL: (603) 788-4841 FAX: (603) 788-4260

PATROL SECTION 103
DIXVILLE/COLEBROOK
SATELLITE FACILITY
DIXVILLE, NEW HAMPSHIRE
VALLEY ROAD SITE - CONCEPT PLAN

| | |
|--------------|--------------|
| SURVEYED BY: | PLB |
| DESIGNED BY: | |
| SCALE: | AS NOTED |
| DATE: | JUL 22, 2015 |
| CONCEPT PLAN | |
| SHEET 1 OF 1 | |



0 500 1000 2000
SCALE IN FEET



STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
BUREAU OF HIGHWAY MAINTENANCE
DISTRICT ONE

641 MAIN STREET, LANCASTER, NEW HAMPSHIRE 03504
TEL: (603) 788-4641 FAX: (603) 788-4260

PATROL SECTION 103 DIXVILLE SATELLITE FACILITY

DIXVILLE, NEW HAMPSHIRE
VALLEY ROAD SITE - LOCATION PLAN

SURVEYED BY: PLB
DESIGNED BY: PLB
SCALE: AS NOTED
DATE: AUG 20, 2015
CONCEPT PLAN
SHEET 1 OF 1

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

(5843-313)

FROM: Charles R. Schmidt, PE
Administrator **DATE:** September 2, 2015**AT:** Dept. of Transportation
Bureau of Right-of-Way**SUBJECT:** Release of Condition from a Deed Restriction on a Parcel of Land in
Hampton Formerly Owned by the State of New Hampshire
RSA 4:39-c**TO:** Representative Gene Chandler, Chairman
Long Range Capital Planning and Utilization Committee**REQUESTED ACTION**

The Department of Transportation, pursuant to RSA 4:39-c, requests authorization to release a condition from a deed restriction that was placed on a parcel of land formerly owned by the Department of Transportation and now owned by Seacoast Crossroads Realty Company, LLC located in the Town of Hampton, directly to Seacoast Crossroads Realty Company, LLC for \$71,100.00 which includes a \$1,100.00 Administrative Fee subject to the conditions as specified in this request.

EXPLANATION

The Department has received a request from Seacoast Crossroads Realty Company, LLC requesting the Department to release a condition from a deed restriction that was placed on a parcel of land formerly owned by the Department and now owned by Seacoast Crossroads Realty Company, LLC.

This parcel was originally acquired by the Department in 1973 for the widening of the New Hampshire Turnpike (Interstate 95) and surrounding roads. The remainder of that parcel (1.3 acres) was sold by the Department with the following deed restriction placed on the parcel:

"The Grantee (Wheelabrator – Frye, Inc.) acknowledges there can be no access from the tract of land to abutting highways, it will not be used for development purposes and that a cemetery is located thereon."

Seacoast Crossroads Realty Company, LLC has requested to have the Department remove only the condition of the deed restriction that states that the parcel will not be used for development purposes. The other two (2) conditions of the deed restrictions will stay in effect.

Removal of this restriction would need written approval from the Department because it would affect property rights on this parcel. This action will require that this request go through the 4:39 process.

The release of this condition from the deed restriction has been reviewed by this Department and it has been determined that the release of this condition from the deed restriction 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 contributory value for the release of this condition from the deed restriction. The appraiser researched sales data in Hampton and surrounding towns for her analysis. Based upon the analysis and adjustments of those sales, it was felt that the indicated value for the release of this condition from the deed restriction for the subject as of July 13, 2015, to be \$70,000.00.

The Department proposes to release this condition from the deed restriction imposed by the State of New Hampshire on a 1.3 acre parcel of land owned by Seacoast Crossroads Realty Company, LLC for seventy one thousand one hundred (\$71,100.00) dollars which includes an Administrative Fee of \$1,100.00.

Authorization is requested to release the condition from the deed restriction imposed on this parcel as outlined above.

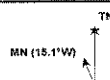
CRS/PJM/dd
Attachments



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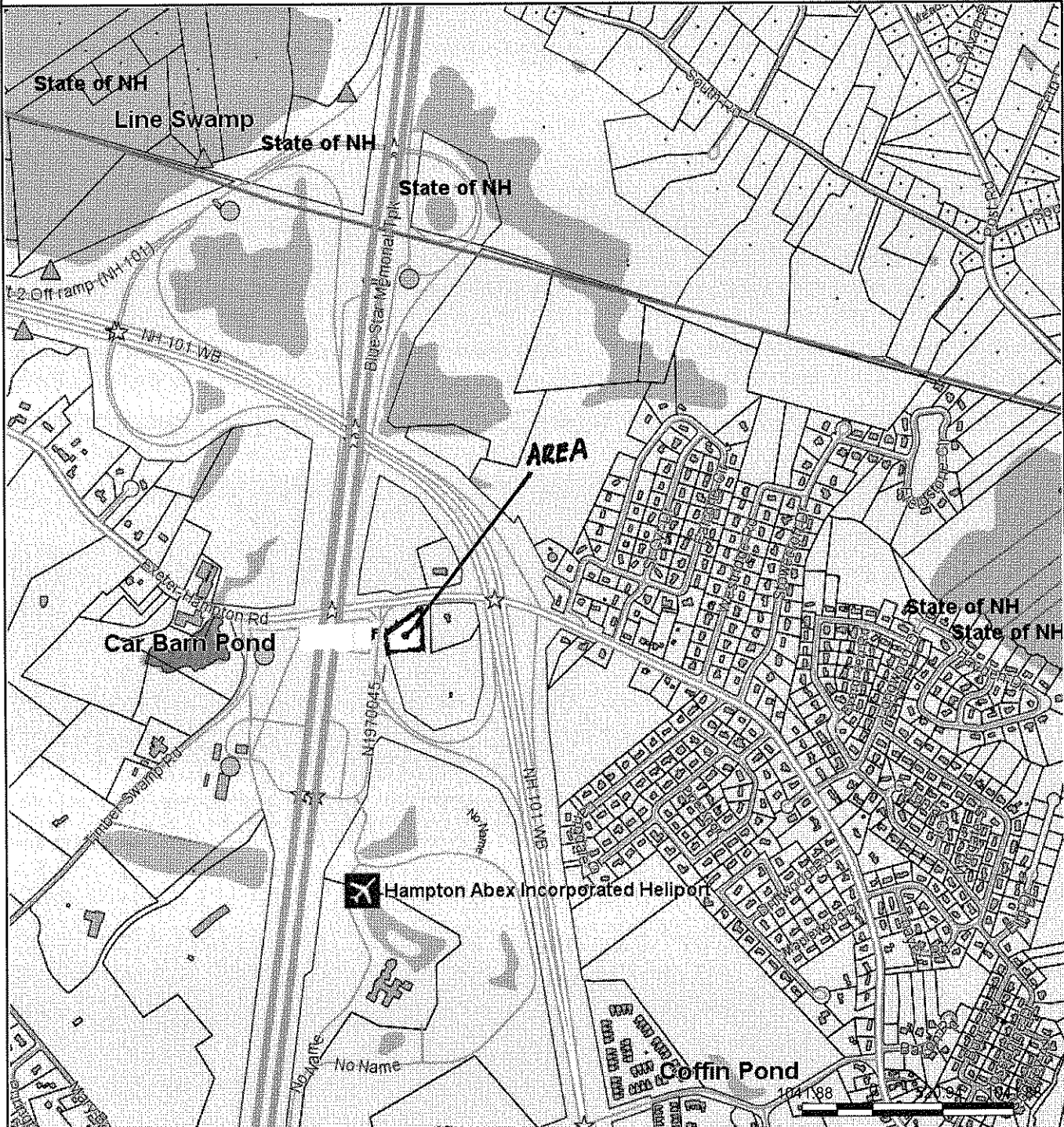
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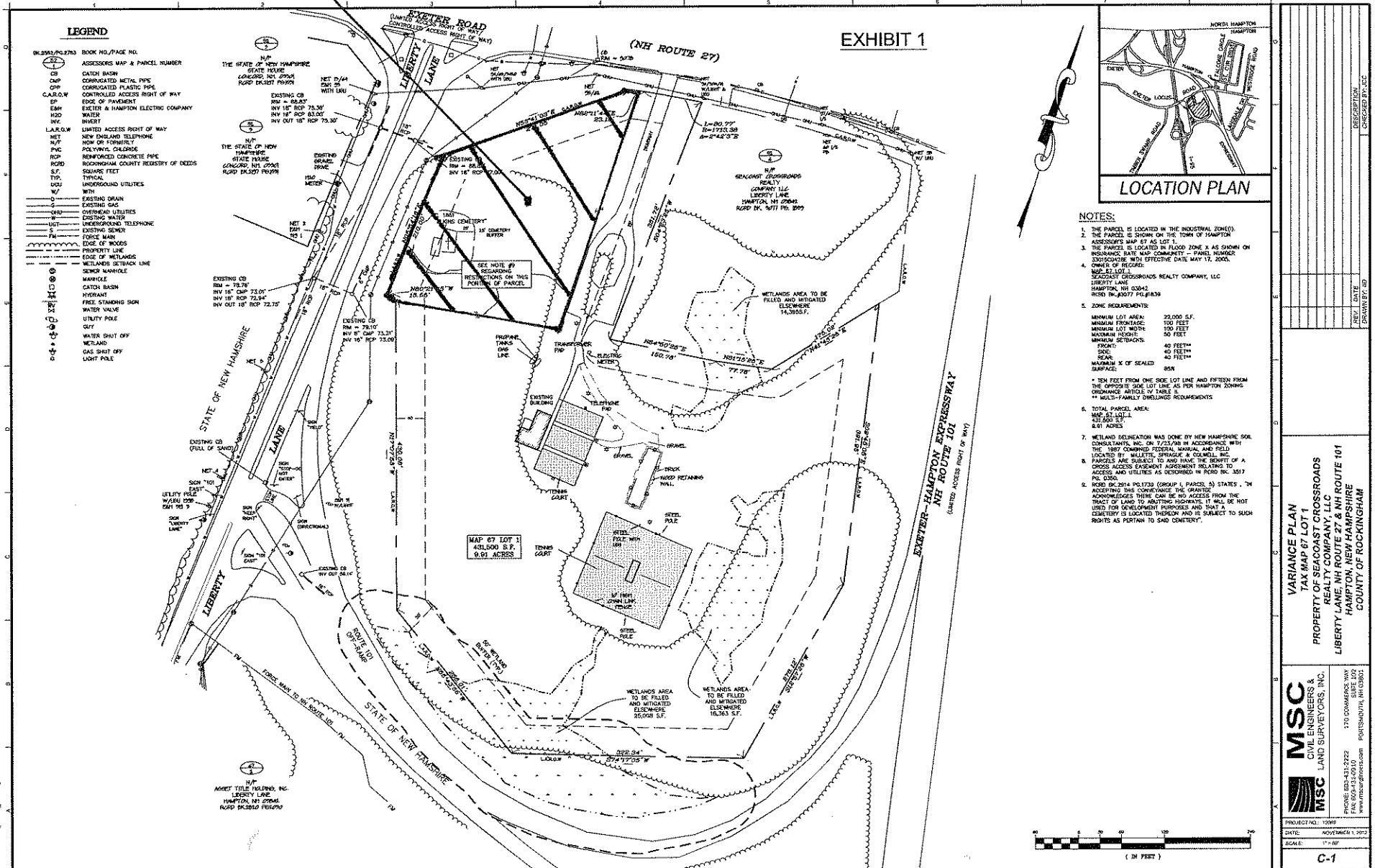
STATE OF NEW HAMPSHIRE
DEPARTMENT OF REVENUE
ADMINISTRATION

MOSAIC PARCEL
MAP SHARING
POOL



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.

Area Deed Restriction to be released



VARIANCE PLAN
TAX MAP 67 LOT 1
PROPERTY OF SEACOAST CROSSROADS REALTY COMPANY, LLC
LIBERTY LANE, NH ROUTE 27 & NH ROUTE 101
HAMPTON, NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

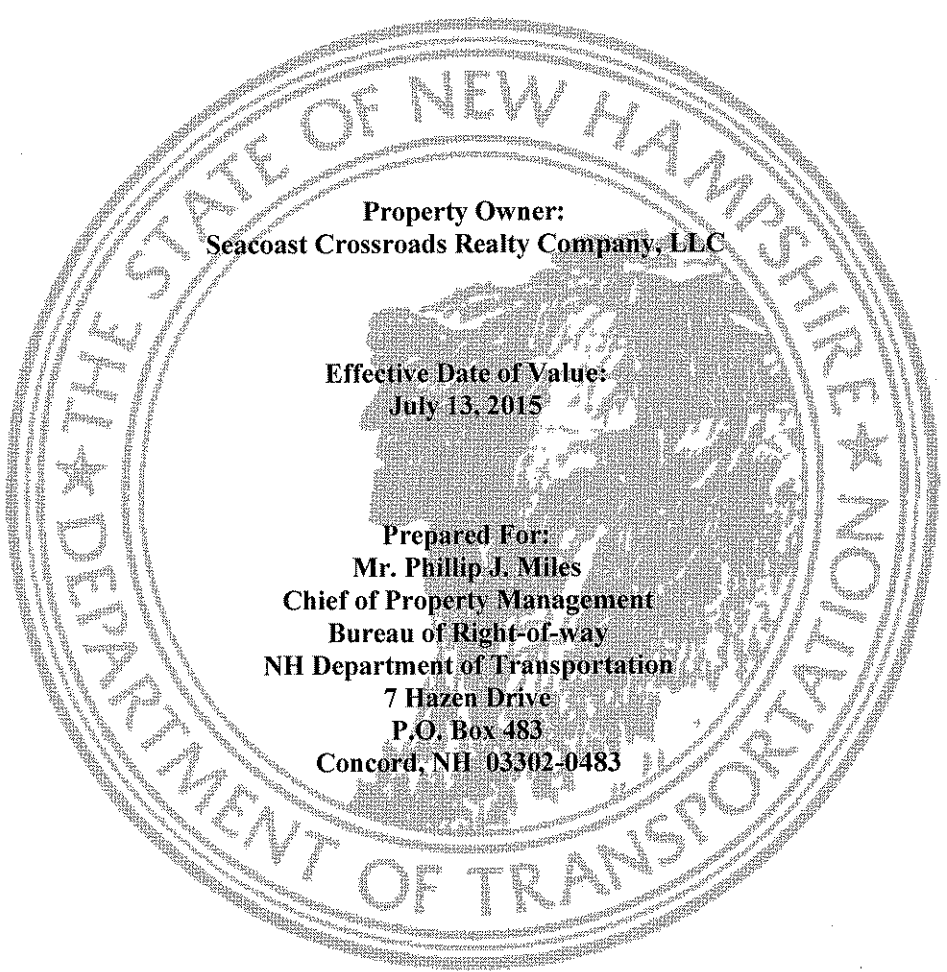
MSC
CIVIL ENGINEERS & LAND SURVEYORS, INC.
 170 COMMERCE WAY SUITE 202
 PHONE 603-433-2922 FAX 603-433-0910
 www.mscsurveyors.com PORTSMOUTH, NH 03801

PROJECT NO. 12089
 DATE: NOVEMBER 1, 2010
 SCALE: 1"=80'
C-1

Appraisal Report

of

**The Contributory Value of the Release of a Deed Restriction Prohibiting Development
on 1.3± Acres of a 9.91± Acre Site at 298 Exeter Road (NH Route 27)
Hampton, NH**

The seal of the State of New Hampshire Department of Transportation is a large, circular, faded watermark in the background. It features the text "THE STATE OF NEW HAMPSHIRE" around the top and "DEPARTMENT OF TRANSPORTATION" around the bottom, separated by two stars. In the center of the seal is a map of New Hampshire.

Property Owner:
Seacoast Crossroads Realty Company, LLC

Effective Date of Value:
July 13, 2015

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

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

| | | | |
|-----------------|--|--------------|--|
| FROM: | Laura J. Davies, NHCG #: 529 Appraiser Supervisor | DATE: | August 13, 2015 |
| TO: | Phillip J. Miles Chief of Property Management | AT: | NHDOT - Bureau of Right-of-Way Concord Office |
| THROUGH: | Stephen Bernard Chief Appraiser | | |
| SUBJECT: | The Contributory Value of the Release of a Deed Restriction Prohibiting Development on 1.3± Acres of a 9.91± Acre Site at 298 Exeter Road (NH Route 27), Hampton, NH | | |
| | Property Owner: Seacoast Crossroads Realty Company, LLC | | |

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

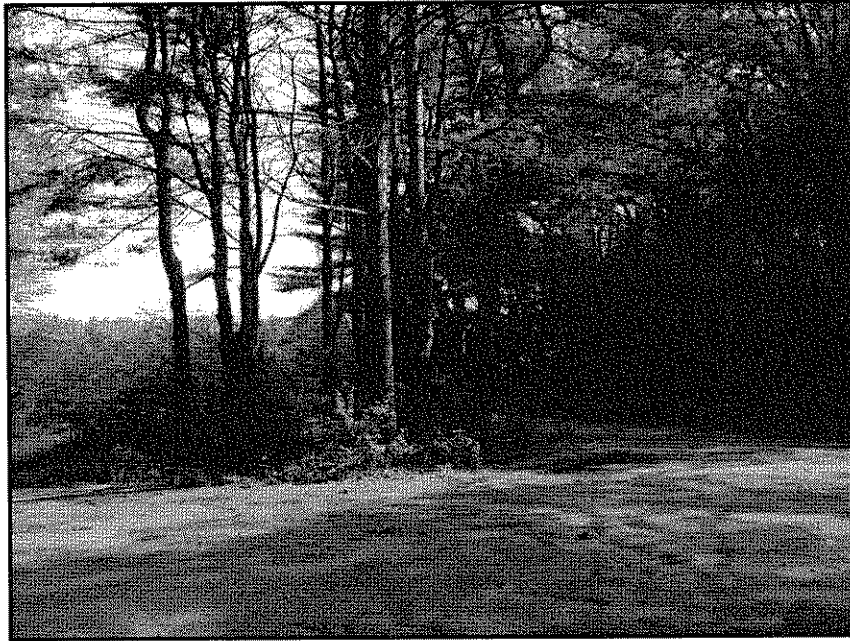
The purpose of this appraisal is to estimate the contributory value of the release of a deed restriction prohibiting development on 1.3± acres of the 9.91± acre subject property located at the south side of Exeter Road (NH Route 27), Hampton, NH that is owned by the Seacoast Crossroads Realty Company, LLC. The property is further identified by the Town Assessor as Lot 1 on Tax Map 67. The subject is located in Hampton's Industrial District. The effective date of value is July 13, 2015.

The appraised property consists of an irregularly shaped 9.91 acre lot with 103.95 feet of frontage on Exeter Road, 926.79 feet of frontage but no access on Liberty Lane, 856.47 feet of frontage on the limited access right-of-way for the Route 101 off-ramp at Exit 13 and 391.95 feet of frontage on NH Route 101, the State's main east-west highway. The site is unimproved with the exception of a paved driveway with an oval at the end that extends into the site from Route 27, a slab foundation remaining from a former tennis clubhouse and the remains of several tennis courts. The parcel is being valued for a potential release of an existing deed restriction prohibiting development on a 1.3 acre portion of the subject site in the northwest corner. The property has been on the market as a development site for an asking price of \$1,500,000. Electricity, telephone, cable TV, municipal water and sewer are available on-site or at the street.

The attached report summarizes the basis of the value conclusions and provides definitions to specific terms. It also defines the Limiting Conditions, Hypothetical Conditions or Extraordinary Assumptions on which this valuation is based. Based on the data collected and analyzed, in my opinion the contributory value of the release of a deed restriction prohibiting development on 1.3± acres of the 9.91± acre subject property as of July 13, 2015 is:

\$70,000.

Photographs of the Subject Property
Taken July 13, 2015 by Laura Davies



View of subject interior from bottom of driveway oval facing north.

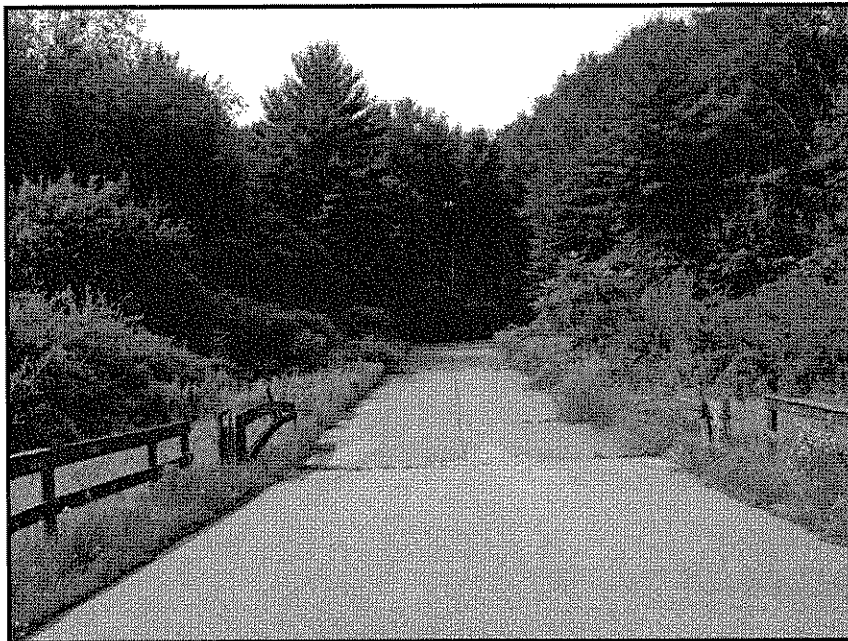


Partial view of cemetery with Liberty Lane frontage beyond.

Photographs of the Subject Property
Taken July 13, 2015 by Laura Davies

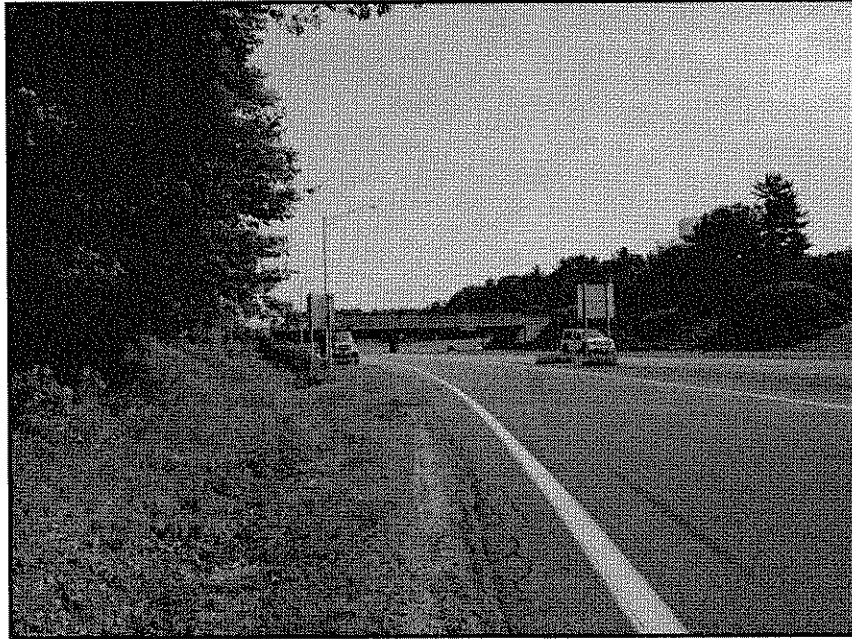


View of Route 27 frontage (subject at left) and I-95 overpass in distance



View of subject driveway from Route 27 facing south

Photographs of the Subject Property
Taken July 13, 2015 by Laura Davies



Route 101 facing north with subject at left and Route 27 overpass in the distance



Interior view

General Assumptions

For this report I have assumed:

- All maps, plans, and photographs I used are reliable and correct.
- The legal interpretations and decisions of others are correct and valid.
- The parcel areas given to me have been properly calculated.
- Broker and assessor information are reliable and correct.
- The abstracts of title and other legal information available are accurate.
- Information from all sources is reliable and correct unless otherwise stated.
- There are no hidden or unapparent conditions on the property or in the subsoil, including hazardous waste or ground water contamination, which would render the property more or less valuable.

Extraordinary Assumptions

This analysis is based on the assumption that the following restriction will apply to the subject parcel: No additional access will be granted in the "As Proposed" scenario.

Hypothetical Condition

This analysis includes an "As Proposed" valuation based on a hypothetical scenario where the existing deed restriction prohibiting development of a 1.3± acre area of the subject 9.91± acre site is removed in order to arrive at the contributory value to the subject property by removing the deed restriction.

General Limiting Conditions

This report is bound by the following limiting conditions:

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

public relations, news, sales, or any other media without written consent and approval of the State of New Hampshire.

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

Purpose of Appraisal

The purpose of this appraisal is to estimate the contributory value of the release of a deed restriction prohibiting development on 1.3± acres of the 9.91± acre subject property, as of the effective date of the appraisal, by employing an “Appraisal Report” in conformity with the New Hampshire Department of Transportation Right-of-Way Manual, Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA) (a/k/a Yellow Book), and Uniform Standards of Professional Appraisal Practice (USPAP).

Contributory Value

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

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

Property Rights Appraised

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

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

The “As Is” scenario considers the value of the subject site as it is currently encumbered by a deed restriction prohibiting development.

Date of Inspection

July 13, 2015.

Effective Date of Value

July 13, 2015.

Date of Report

August 10, 2015.

Intended Use

The intended use of this report is to assist the client—the New Hampshire Department of Transportation, Bureau of Right of Way, and its officials, employees and agents in providing a reasonable and supportable contributory value estimate of the removal of the deed restriction for possible sale to the subject’s owner.

Intended User

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

Scope of Work

The scope of work identifies the type and extent of research and analyses in an assignment. My investigations and research included an on-site inspection and photographing of the subject property on July 13, 2015 under the auspices of Phillip Miles, Chief of Property Management for NHDOT. I examined Town and County property records including assessment data and taxes, zoning regulations, the availability of public utilities, access, approvals, and traffic counts. I researched the type and intensity of neighboring uses and reviewed information from the files of the New Hampshire Department of Transportation.

I formed an opinion of the highest and best use of the subject property in both the "As Is" and "As Proposed" scenarios based on legal, physical, and neighborhood land use characteristics. I compiled comparable land sales data for the subject property in both the "as is" and the "as proposed" scenarios and researched transactions involving the release of deed restrictions limiting or prohibiting use on a portion of a property, verified and analyzed the data, estimated the value of the subject property under both scenarios, and prepared this contributory value appraisal report in compliance with USPAP 2-2(a) to convey my findings, the market data, and the analyses.

Property data was collected and compiled from numerous sources, including the Towns of Hampton, Exeter, Rye, Seabrook and Stratham, Rockingham County Registry of Deeds, Northern New England Real Estate Network (MLS), the New England Commercial Property Exchange, Real Data, and local real estate professionals.

Property Identification

The subject property is identified as a 9.91± acre parcel located on the south side of Exeter Road (NH Route 27), Hampton, Rockingham County that is owned by the Seacoast Crossroads Realty Company, LLC. It is further identified by the Hampton Assessor as Lot 1 on Map 67. A Variance Plan prepared by MSC Civil Engineers & Land Surveyors, Inc. and dated November 1, 2012 has also been relied upon to identify the subject property.

Listing, Transfer, and Ownership History

Seacoast Crossroads Realty Company, LLC currently owns the subject parcel. They acquired the property on November 1, 1994 from Exeter Oak Holding, Inc., recorded at the Rockingham County Registry of Deeds in Book 3077 Page 1839.

The property has recently been offered for sale with an asking price of \$1,500,000, according to the listing broker. It is reportedly under contract for a price that "closely correlates" with the asking price. The buyer intends development of an assisted living facility.

Present Use

The property is currently undeveloped with the exception of site improvements in the form of an existing driveway into the site, old tennis courts and a slab foundation, remains from the previous use as a tennis club. The property represents a highly accessible and well located commercial/industrial development site.

Real Estate Tax Data

Property Assessment

| Town Property ID | Land | Building | Total |
|-------------------------|-------------|-----------------|--------------|
| Map 67, Lot 1 | \$424,400 | \$138,100 | \$562,500 |

Real Estate Tax

| Assessed Value | Tax rate/\$1,000 | Real Estate Taxes |
|-----------------------|-------------------------|--------------------------|
| \$562,500 | \$18.31 | \$10,299.38 |

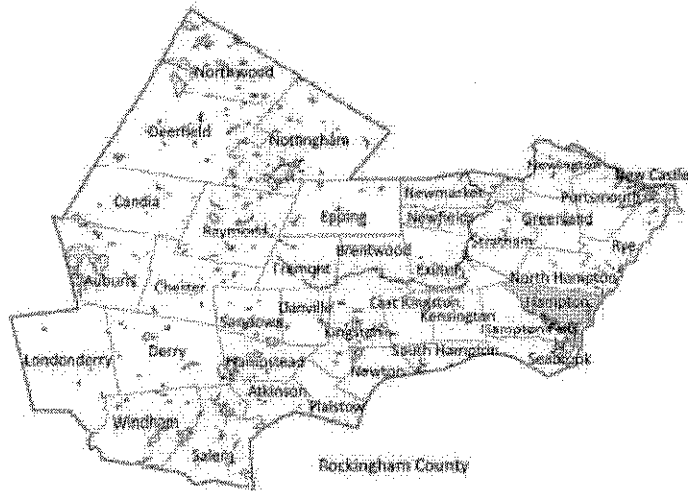
Comments

The State of New Hampshire, Department of Revenue currently estimates that assessed values in the Town reflect approximately 90.9% of true market value resulting in an effective tax rate of 1.66% of market value and an equalized assessed value of \$618,812. Assessment for *ad valorem taxation* is based on broad base techniques heavily weighted to residential properties and is not considered an accurate reflection of market value as defined in this report.

Area/Neighborhood Description

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

Hampton was one of the four original towns established in New Hampshire and its oceanfront location made it a popular resort following construction of the railroad. Hampton is located in the easternmost section of Rockingham County. It is approximately 4 miles north of the Massachusetts state border, 37 miles east of Manchester, NH and 45± miles north of Boston, MA. Abutting communities include North Hampton to the north, Hampton Falls and Exeter to the west, the Atlantic Ocean to the east and Seabrook and Hampton Falls to the south.



Hampton enjoys excellent highway access via Interstate 95 at Exit 2, Route 101, the State's primary east – west route, as well as Routes 27 and 1A. Interstate 95 bisects the western part of Hampton, providing access to Portsmouth, NH and Portland ME to the north and Boston, MA to the south.

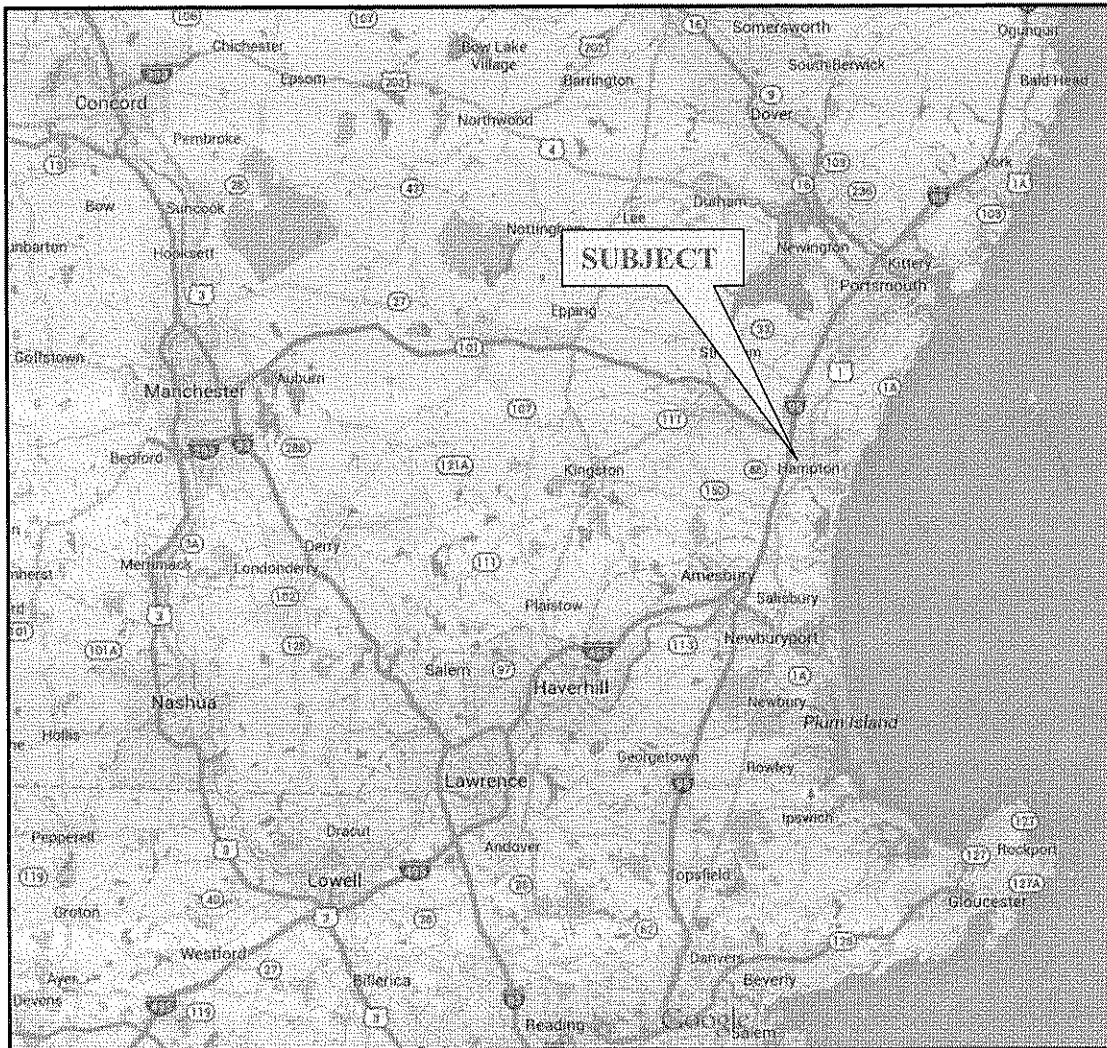
New Hampshire has continually ranked as having one of the lowest unemployment rates in the country. Unemployment rates rose during the great recession, but they began declining in 2010 and have continued to drop during the past year. The most recent statistics available from NH Department of Labor report unemployment rates in July 2015 were: 4.2% in the Town of Hampton; 3.7% in Rockingham County; 3.5% in New Hampshire; 4.9% in New England and 5.5% in the United States.

Hampton's 2013 population was 15,120, the 16th largest among the State's incorporated cities and towns. Hampton's population density is 1,098.8 persons per square mile. The largest employer in the community is Foss Manufacturing, with 190 employees. Hampton Beach represents a strong tourism draw in the summer months. The subject neighborhood is located west of the village area along Hampton Road (Route 27) in an Industrial District. The predominant use in the neighborhood is office, with Unitil Corp., Wheelabrator Technologies, Qa Technology and the multi-tenant One Liberty Lane acting as anchors in the neighborhood. Other uses include a high-end restaurant called CR's across Route 27 from

the subject site, the Smuttynose Brewery and Restaurant, a Park and Ride facility, a NHDOT shed location and some undeveloped land.

In summary, Hampton is a well-established Seacoast community with good access to the smaller surrounding communities as well as regional highway system and a more diverse employment base than many nearby towns. The subject neighborhood enjoys excellent accessibility, located at the junction of Interstate 95, NH Route 101 and NH Route 27. The neighborhood has a mix of commercial, office and industrial uses with some residential uses on the outskirts of the neighborhood. The neighborhood had been experiencing a trend of slow growth following the exit of the Henley Group/Wheelabrator Technologies corporate headquarters in the mid-1990s. Recently, the remaining undeveloped land has been generating some new development proposals. Among the rumored proposals is a plan to build a hotel next to the existing restaurant across Route 27 from the subject site.

Area Map



Neighborhood Map



ZONING

The property is located in Hampton's I- Industrial District. Permitted principal uses include: retail (with limitations), tourist cabins, motels, hotels, a variety of institutional uses, non-commercial outdoor recreation, banks, offices, insurance agencies, real estate offices, attorney's offices, medical professionals, theaters & meeting halls, health clubs, salons, restaurants, warehouses, vehicle repair and service shops, heavy and light manufacturing, dumps, healthcare facilities and daycares.

| Industrial District - Dimensional Requirements | |
|--|-----------|
| Minimum lot size: | 22,000 SF |
| Minimum frontage: | 100 feet |
| Minimum lot width: | 100 feet |

Setbacks:

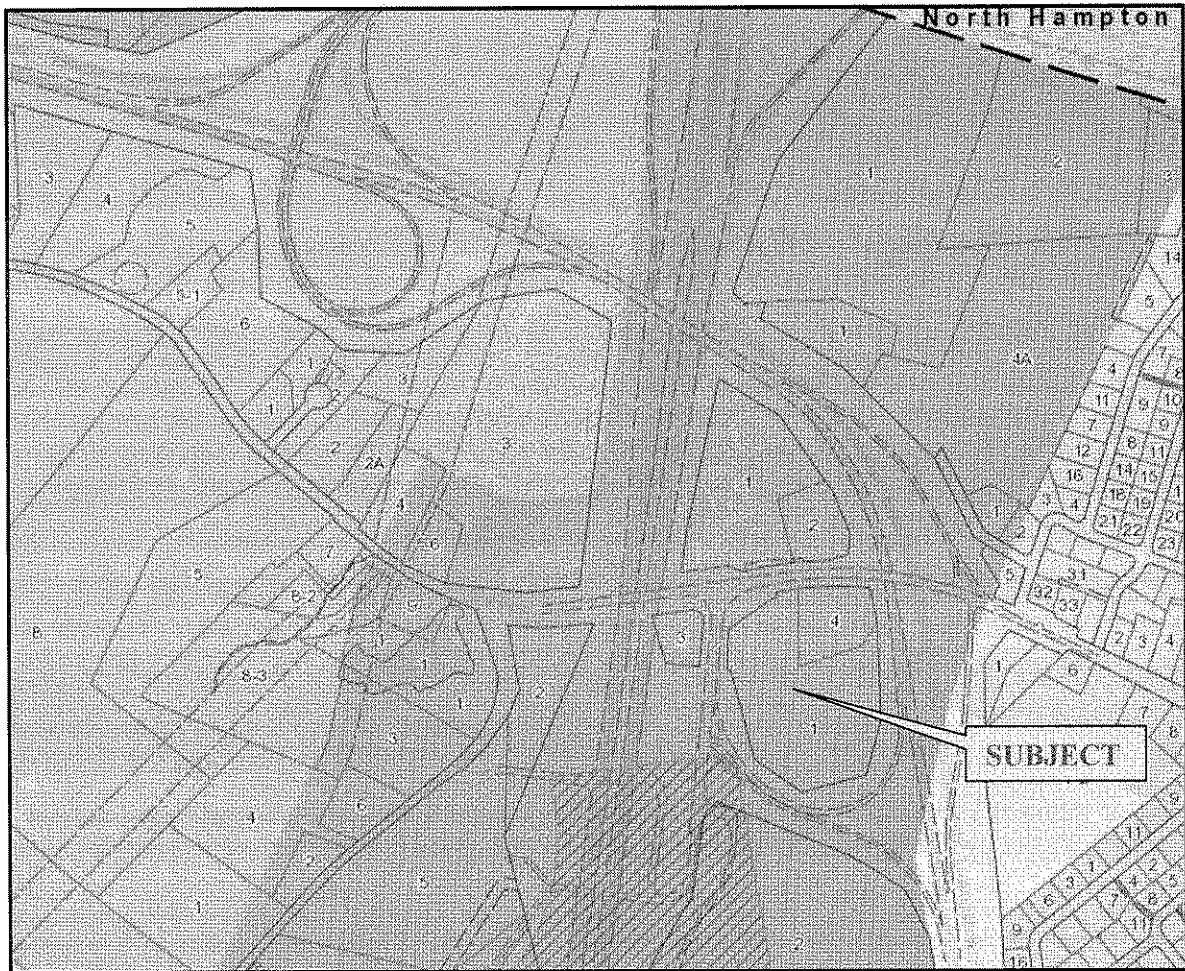
| | |
|-------|------------|
| Front | 30 feet |
| Side | 10/15 feet |
| Rear | 15 feet |

Maximum height: 50 feet

Maximum % of Sealed Surface: 60%

The lot does comply with the minimum lot size, width and frontage requirements of the district. The parcel is unimproved with the exception of site improvements in the form of an existing driveway, old tennis courts and a slab foundation. The proposed assisted living facility use would fall under healthcare facilities and therefore likely constitutes a permitted use.

Zoning Map



15-58

Contributory Value of the Release of a Deed Restriction Prohibiting Development
On 1.3± acres of a 9.91± Acre Parcel on the South Side of Exeter Road (Route 27), Hampton, NH
Owned by Seacoast Crossroads Realty Company, LLC

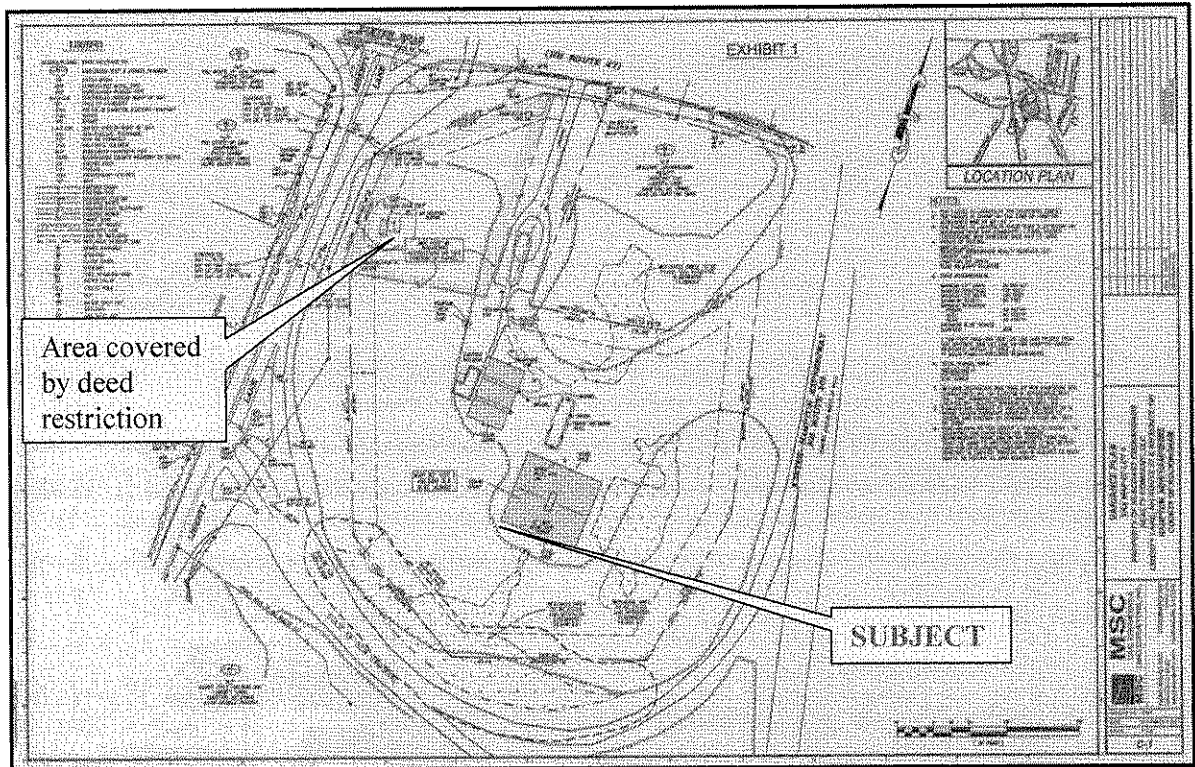
SUBJECT PROPERTY DESCRIPTION

The subject property consists of an irregular shaped 9.91± acre lot with 103.95 feet of frontage on Exeter Road, 926.79 feet of frontage but no access on Liberty Lane, 856.47 feet of frontage on the limited access right-of-way for the Route 101 off-ramp at Exit 13 and 391.95 feet of frontage on NH Route 101, the State's main east-west highway. The only point of access is from NH Route 27, where a driveway currently exists. The drive extends south from Exeter Road along the boundary with the 2.25 acre site adjacent to the subject. The site has a gently rolling topography and is mostly wooded. The northwest corner of the site is currently encumbered by a deed restriction prohibiting development on that portion of the site. The encumbered area consists of 1.3± acres and includes the Elkins Cemetery along the Liberty Lane frontage. Based on the appraiser's on-site measurements, the actual area of the cemetery is just under 1,000± square feet. State law requires a minimum of a 25 foot buffer around the cemetery. This buffer area is estimated to cover between 7,000 and 8,000 square feet. Therefore, about 1.1± acres are affected by the deed restriction prohibiting development, as about 0.2± acre are not to be disturbed in any event, due to the cemetery. The deed restriction prohibits development on the area of the site that is visible from the access point but is not near the main body of the developable area.

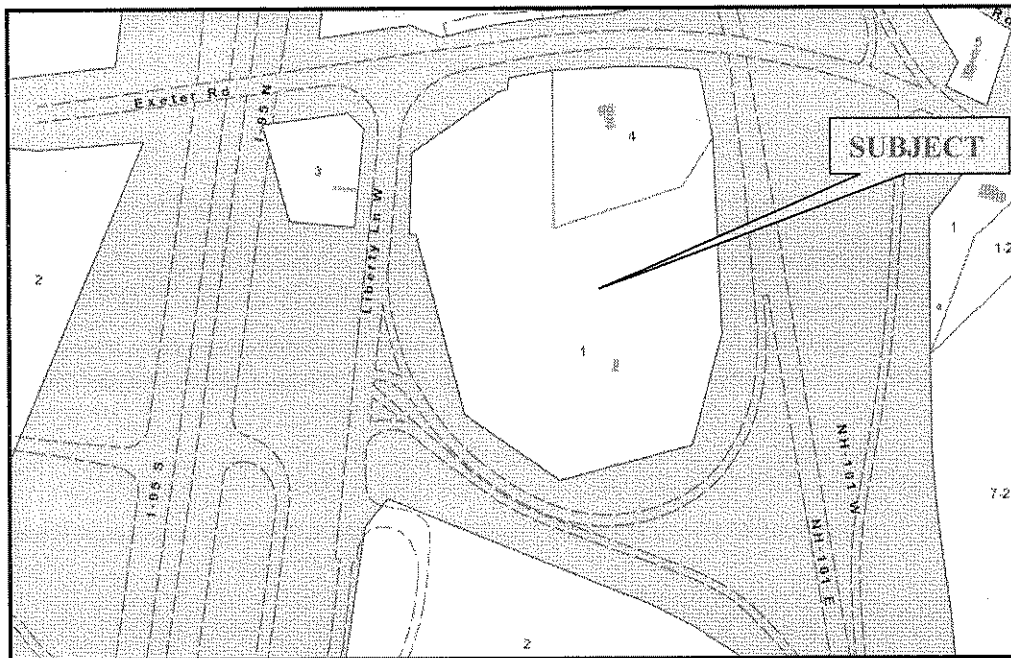
The site is unimproved with the exception of a paved driveway with an oval at the end that extends into the site from Route 27, a slab foundation remaining from a former tennis clubhouse and the remains of several tennis courts. The parcel is being valued for a potential release of an existing deed restriction prohibiting development on a 1.3 acre portion of the subject site in the northwest corner. The property has been on the market as a development site for an asking price of \$1,500,000. The listing broker reports that the parcel is under contract for development of an assisted living facility for a price that closely correlates with the asking price, based on the assumption that the deed restriction is removed. Reportedly, the failure to remove the deed restriction will require a change in the contract price but will not result in the withdrawal of the proposed use.

A Variance Plan prepared by MSC Civil Engineers & Land Surveyors, Inc. and dated November 1, 2012 has been relied upon for information regarding the subject site. It indicates there are three areas of wetlands on the site, two of which extend off-site. The wetlands areas total 57,766 square feet but this figure includes areas of right-of-way and a small portion of the adjacent site. It does not appear that the wetlands impose a substantial impediment to development. In fact, the plan indicated an intention to fill the wetlands and mitigate elsewhere. The subject site is located in flood zone X, **not** a flood hazard area, according to Community Panel Number 33015C0428E, effective May 17, 2005. Electricity, telephone, cable TV, municipal water and sewer are available on-site or at the street.

Variance Plan



Tax Map



15-58

Contributory Value of the Release of a Deed Restriction Prohibiting Development
On 1.3± acres of a 9.91± Acre Parcel on the South Side of Exeter Road (Route 27), Hampton, NH
Owned by Seacoast Crossroads Realty Company, LLC -

Soils Map



| Rockingham County, New Hampshire (NH015) | | | |
|--|---|-----------------|-------------------|
| Map Unit Symbol | Map Unit Name | Acres in A.O.I. | Percent of A.O.I. |
| 38B | Eldridge fine sandy loam, 3 to 8 percent slopes | 1.4 | 5.9% |
| 140C | Chatfield-Hollis-Canton complex, 8 to 15 percent slopes, very stony | 10.8 | 46.2% |
| 209 | Udonthents, smoothed | 0.1 | 0.5% |
| 510B | Hoosic gravelly fine sandy loam, 3 to 8 percent slopes | 6.9 | 29.8% |
| 547B | Walpole very fine sandy loam, 3 to 8 percent slopes, very stony | 4.2 | 17.8% |
| Totals for Area of Interest | | 23.3 | 100.0% |

15-58

Contributory Value of the Release of a Deed Restriction Prohibiting Development
On 1.3± acres of a 9.91± Acre Parcel on the South Side of Exeter Road (Route 27), Hampton, NH
Owned by Seacoast Crossroads Realty Company, LLC

EXPOSURE TIME

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

The subject site is an attractive office development site due to its location, visibility and available utilities. The overall demand for office sites has been low for the last two decades, with a limited number of exceptions. Alternative permitted uses such as the proposed use for an assisted living facility or urgent care centers are exhibiting more demand recently. After analysis of the marketing periods required by comparable land sales as well as of the existing supply of comparable properties on the market, it is my opinion that the subject site would have an estimated exposure time of 6 to 18 months.

Highest and Best Use – As Is

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

The subject property is a 9.91± acre parcel located within the oval formed by the intersection of NH Route 27 and Liberty Lane, with NH Route 101 and its off-ramps at Exit 13 forming the other boundaries of the oval. The location has exceptional accessibility, being very proximate to Exit 2 on Interstate 95, as well. The parcel includes some wetlands but not a sufficient quantity to make development of the site impractical. It fronts on Limited Access Rights-of-Way on three sides but has ample access from Route 27 via an existing driveway on the south side of that route.

The subject parcel is a conforming lot of record within the Industrial District. The size and configuration of the site limits its use to some extent. The restriction prohibiting development on 1.3 acres of the site in the northwest corner further limits size and scope for the permitted uses suitable for the subject site somewhat, although not to an extent that would render these uses infeasible. The restricted area still benefits the overall site in that it could meet setback and open space requirements, allowing more of the remaining area to be utilized for building and site improvements. Permitted uses range from industrial to office to a number of commercial uses to include restaurants, hotels, athletic clubs and healthcare facilities. The proposed use for assisted living would fall under this last category. Several of the permitted uses would likely be financially feasible. The range of permitted uses is sufficiently broad to allow several potential uses for which demand has been strong recently, including urgent care centers and assisted living facilities.

Based on the above factors and analysis, the highest and best use of the subject is concluded to be for development of one of the higher yielding permitted uses such as office, hotel, healthcare facility or certain types of athletic clubs.

Highest and Best Use – As Proposed

The proposed change is to release the deed restriction prohibiting development on 1.3± acres in the northwest corner of the site. Some of that area would remain undevelopable due to the existing cemetery located in the restricted area and the required buffer zone to be maintained around it. The development restriction did not render development of the entire site infeasible, as noted above, but did reduce the area available for those uses somewhat. The removal of the development prohibition would allow for a larger and possibly more intensive use of the overall site.

Based on the above factors and analysis, the highest and best use of the subject as proposed is also concluded to be for development of one of the higher yielding permitted uses such as office, hotel, healthcare facility or certain types of athletic clubs. The “As Proposed” scenario would likely allow for a somewhat larger or more intensive version of these uses.

VALUATION

The three traditional approaches to value are the Income Approach, Sales Comparison Approach, and Cost Approach. Since this assignment considers the contributory value of the release of a deed restriction prohibiting development on a 1.3± acre area of the vacant 9.91± acre subject site, the Sales Comparison Approach is the only applicable method of valuation. The Cost Approach and Income Approach are not developed in this appraisal.

SALES COMPARISON APPROACH

In the sales comparison approach, recent sales of similar properties are used in a comparative analysis to establish the most probable value of the property being appraised. In this case, the subject site is valued "As Is" and "As Proposed" in order to arrive at a contributory value for the release of the restriction prohibiting development on 1.3± acres of the 9.91± acre subject parcel. Sales of sites suitable for the development of an office building, healthcare facility or other permitted use for the subject site were researched for use in this analysis. A sufficient number of available commercial land transactions were found to develop this approach. Of that data the four most similar sales were used in the analysis. Each sale is detailed on the subsequent pages. To develop an opinion of the value of the restricted area for the "As Is" scenario, two sales of commercial/industrial parcels that were not "buildable" were researched and analyzed, as well as a transaction involving the release of a deed restriction prohibiting development on a portion of a property.

Summary of Commercial Land Sale 1:

Location/Address: 64-74 Epping Road, Exeter, NH

Grantor > Grantee: Lavender Loft, LLC/Leigh Smith>Great Bat Kids Company, Inc..

Sale Price / Date: \$580,000 / 12/29/2014

Registry Reference: RCRD Book 5585 Pages 1600 & 1602

Site Area: 2.42 Acres

Unit Value: \$239,669 per acre

Frontage: 409.52' on Route 27

Available Utilities: Municipal water & sewer, electricity, telephone, cable

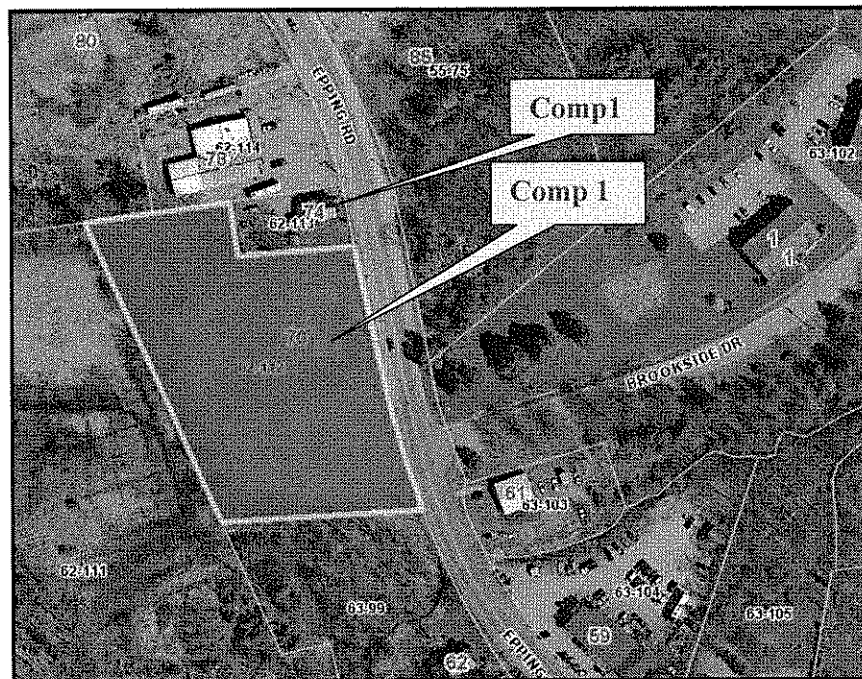
Zoning: Highway Commercial

Map/Lot: 62/112 & 113

Conf. Source / By: Public Records/Broker/Lender / J. Fahey & L. Davies

H & B Use at Sale: Commercial Development

Comments: Assemblage of 2 properties, Lot 112 with 2.19 unimproved acres and Lot 113 with 0.23 acre improved with a home. The home has been demolished at an estimated cost of \$10,000. A 15,000± SF daycare facility is now nearing completion.



Summary of Commercial Land Sale 2:

Location/Address: 355 Lafayette Road, US Route 1, Rye, NH

Grantor > Grantee: Malcolm E. Smith, III > Sanctuary Care, LLC

Sale Price / Date: \$1,200,000 / March 30, 2012

Registry Reference: RCRD Book 5302 Page 588

Site Area: 5.82 Acres

Unit Value: \$206,186 per acre

Frontage: 471.64' on US Route 1

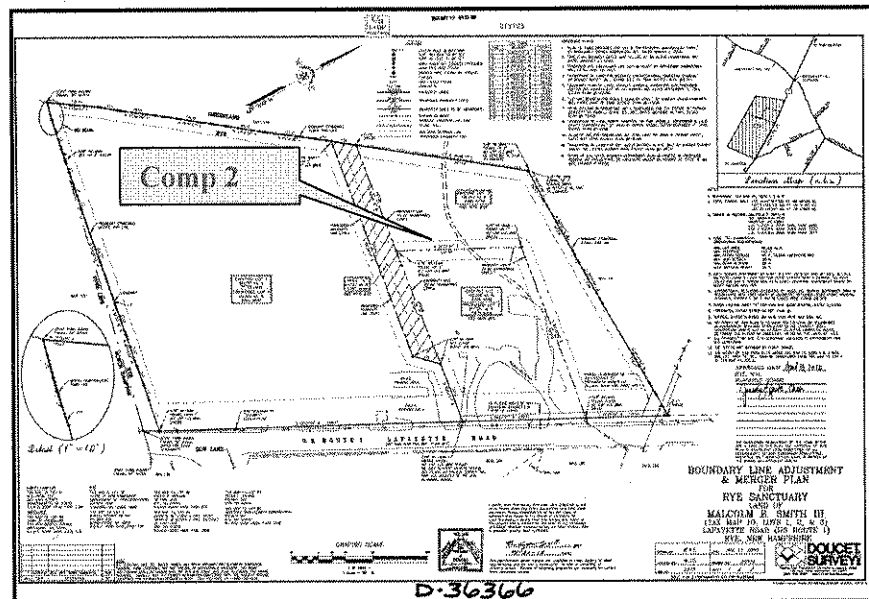
Available Utilities: Municipal water & sewer, electricity, telephone and cable

Zoning / Map Ref: Commercial / Map 10 Lot 1

Conf. Source / By: Grantee, Real Data, plan D-36366 / J. Tichko

H & B Use at Sale: Commercial development

Comments: Purchased for development of a 56 bed, 48,000 SF assisted living facility for memory impaired residents. The site is open field with woods to the rear. The site is located in a Groundwater Management Zone where the groundwater is controlled and monitored due to contamination. The permit for the zone expired 6/19/2013 and according to the grantee the contamination had no effect on the price, due to the availability of municipal water.



Site Sketch:

Summary of Commercial Land Sale 3:

Location/Address: 41 Portsmouth Avenue (Route 108), Stratham, NH

Grantor > Grantee: W Douglas Scamman Jr. Revocable Trust > Autofair Realty II, LLC

Sale Price / Date: \$1,600,000 / April 9, 2012

Registry Ref: RCRD Book 5305 Page 782

Site Area: 8.27 acres

Unit Value: \$193,470 per acre

Frontage: 293.68 on Route 108 and 778.95 on River Road

Available Utilities: Electricity, telephone and cable; onsite well and septic required

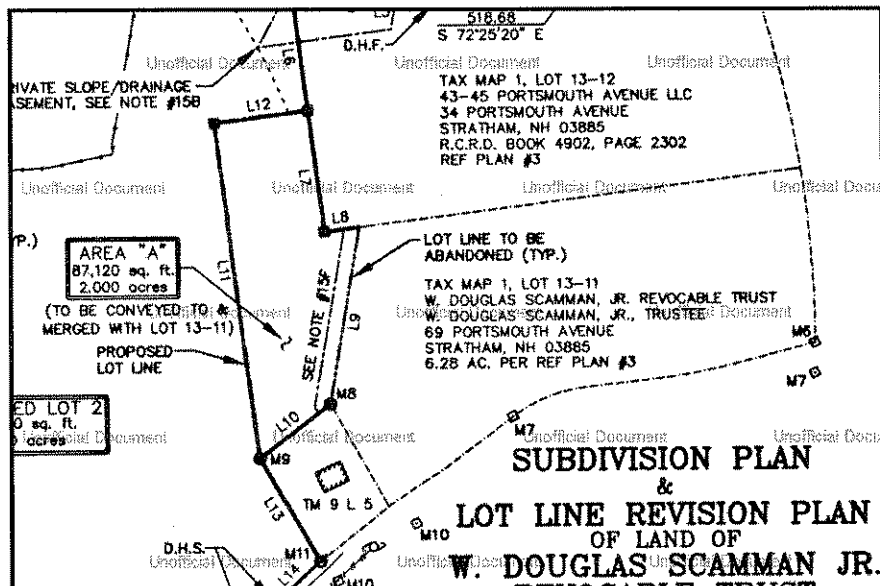
Zoning / Map Ref: Gateway Commercial Business District / Map 9 Lot 4

Conf. Source / By: Grantee's Rep., Broker, Real Data, MLS / L. Davies & J Tichko

H & B Use at Sale: Commercial Development

Comments: This corner location was purchased by the owner of the 26,000 SF car dealership recently built on the adjacent lot. This lot was reportedly purchased for expansion potential. The deed indicates 8.27 acres total area after lot line adjustment. 2011 Route 108 traffic count – 23,000 vpd.

Site Sketch:



Summary of Commercial Land Sale 4:

Location/Address: 109 Towle Farm Road, Hampton, NH

Grantor > Grantee: Gregory & Jennifer Sancoff > Malt Road Realty, LLC

Sale Price / Date: \$295,000 / April 9, 2015

Registry Reference: RCRD Book 5607 Page 2718

Site Area: 3.0 Acres

Unit Value: \$98,333 per acre

Frontage: 694.14 on Towle Farm Road

Available Utilities: Municipal water & sewer, electricity, telephone and cable

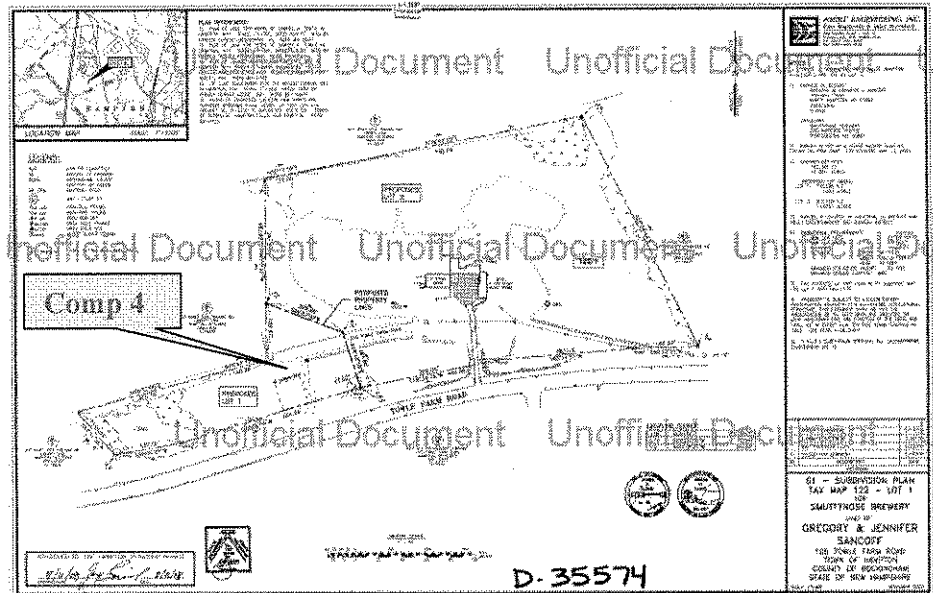
Zoning / Map Ref: Industrial / Map 122 Lot 1-1

Conf. Source / By: Broker, Real Data, plan D-35574 / L. Davies via J. Fahey

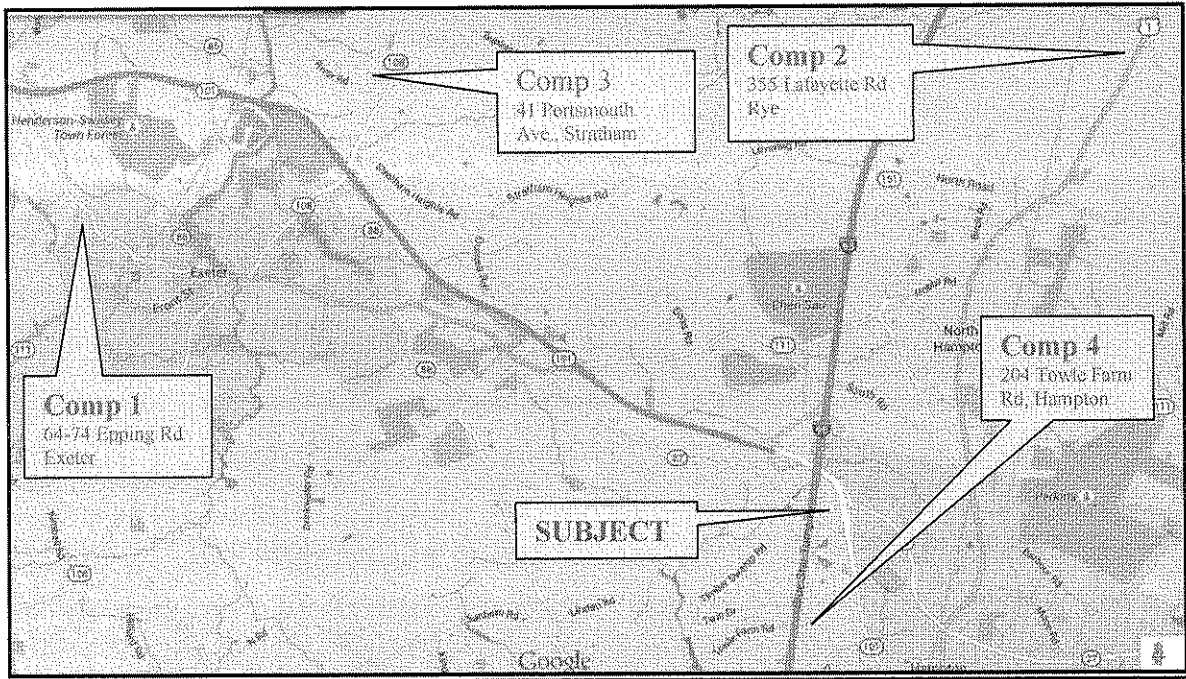
H & B Use at Sale: Commercial/industrial development

Comments: This site was purchased by the owner of the abutting lot, the location of the recently opened Smuttynose Brewery. About 2.25 acres is considered usable due to wetlands on the western portion of the site. The property was purchased for future expansion. There were conceptual plans for a 17,000 SF industrial building with 90 parking spaces.

Site Sketch:



Sales Location Map



Commercial Land Sales Analysis – As Is

Commercial/industrial sites are typically marketed and sold on a per acre basis. As a result, the subject property and the comparable sales are analyzed on a price per acre basis. The comparable sales were selected based on their suitability for developments with a highest and best use similar to that of the subject. Each of the sales are compared to the subject site and adjusted for the following factors: property rights, financing terms, buyer/seller motivation, expenditures immediately after sale, date of sale, location, zoning, available utilities, physical characteristics and site size.

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

Property Rights Conveyed

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

Financing

This factor takes into consideration unusual financing terms of a sale that would influence the transaction price, such as the interest rate, down payment, or the term of the note and/or amortization period. All of the comparable sales had terms of cash to the seller or conventional financing with the exception of Sale 4, which included some seller financing but not to an extent that appears to have influenced the sale price. Therefore, adjustments for financing were not necessary.

Motivation

Comparable Land Sale 1 involved an assemblage of two lots and the location close to downtown Exeter was very important to this particular user. These two factors constitute greater than typical motivation on the part of the buyer that appears to have had an upward influence on the sale price. A negative 10% adjustment is applied to Sale 1 for buyer motivation.

Sales 3 and 4 were purchased by the owners of abutting properties. Sale 3 was purchased by AutoFair Realty, the same party that had purchased and developed the adjacent site five months earlier. The adjacent parcel was developed with a new 27,900 SF Nissan dealership. The broker reported that AutoFair purchased this parcel for expansion potential at some future date. As an abutter already invested in the location, the buyer had greater than typical motivation to purchase this particular site, which had been on the market for over 3 years at an asking price of \$1,950,000. A negative 10% adjustment has been applied to Sale 3 for greater than typical buyer motivation. Sale 4 was also purchased by an abutter. Unlike Sale 3, this property is in a much lower demand location and had also been on the market for over

three years. The listing broker reported that it is unlikely that the abutter felt compelled to pay an above market price for this parcel as they did not choose to purchase it until a significant price drop had taken effect. As a result, Sale 4 was not adjusted for atypical buyer/seller motivation.

Expenditures Immediately After Sale

It is necessary to adjust for costs the buyer realizes right after the purchase which make the comparable more similar to the property under analysis. An example would be the cost of demolishing undesirable improvements to make a site ready for development. Sale 1 was adjusted up by \$10,000, the estimated cost of demolishing the house on one of the assembled lots.

Date of Sale

The sales presented occurred between March 2012 and April 2015. There has not been sufficient commercial/industrial land sales activity locally to establish a broad trend. Analysis of the most recent sales of sites comparable to the subject indicates some increased demand, but no clear trend regarding prices, which appear to be roughly stable. Due to the lack of a clear trend, the sales have not been adjusted for changes in market conditions. All further adjustments to the sales will be based on the adjusted price.

Location

Location is an important factor affecting property values. The subject property has a location influenced by excellent access and good exposure to Routes 101 and 27 but is not in an area densely developed with visible supporting commercial development at this time. The comparable sales were selected for their similar locational characteristics, with the exception of Sale 4, which is the most recent sale purchased for commercial development from within the subject neighborhood, but has significantly inferior access and visibility. Sales 2 and 3 are in locations that could support similar commercial uses to the subject site and benefit from various locational characteristics that are considered roughly equivalent to the subject location. Sale 4 is paired with Sales 2 and 3, as they are considered most similar to the subject and a very large adjustment for location is indicated. Based on the appraiser's judgment, the adjustment has been tempered to a more reasonable 50% upward adjustment.

Sale 1 is in a location that is very beneficial to that particular user but would not be considered as attractive as the subject's location by the larger commercial market due to the nature and quality of some of the surrounding uses, as well as inferior highway access. This Sale has been adjusted up by 10% for its slightly inferior location.

Zoning

The subject property is located in the Industrial District, where permitted uses include a fairly broad range of commercial and industrial uses. Each of the comparable sales is located in a zoning district where the permitted uses overlap those permitted uses in the subject's district.

Utilities

The subject site and Sales 1, 2 and 4 all benefit from access to municipal water and sewer, while Sale 3 requires on-site well and septic systems. The cost associated with the installation of these systems as well as the site limitations they impose require an adjustment to this Sale. An upward adjustment of 10% has been applied to Sale 3 based on the typical costs for these systems versus the cost of tying into municipal systems and the additional site area required.

Physical Characteristics

The subject site consists of a gently rolling site with some wetlands in three locations on the site. Sales 1, 2 and 3 do not include significant wetlands and are slightly superior in physical characteristics. These sales have been adjusted down between 10% and 15% for their slightly superior physical characteristics. Sale 4 has 25% wetlands on the western end of the site, and a slightly more challenging terrain than the subject site. An upward adjustment of 10% has been made to account for these slightly inferior site characteristics.

Site Size

For the purposes of this portion of the analysis, the subject's buildable area is evaluated and it does not include the 1.3± acre restricted area. The remaining 8.61± acre buildable area is roughly equivalent to the 8.27 acre site size for Sale 3, requiring no adjustment. The remaining sales are smaller, to varying degrees, and are adjusted down between 10% and 25% for the inverse relationship between site size and price per acre.

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

| Comparable Commercial Land Sale Grid- "As Is" | | | | | | | | | |
|---|--|---|------------|---|-------------|---|-------------|--------------------------------|------------|
| Item | Subject Property | Commercial Land Sale 1 | | Commercial Land Sale 2 | | Commercial Land Sale 3 | | Commercial Land Sale 4 | |
| Location | 298 Exeter Road Route 27 Hampton | 64-74 Epping Road Route 27 Exeter | | 355 Lafayette Road US Route 1 Rye | | 41 Portsmouth Avenue Routes 108/33 Stratham | | 109 Towle Farm Road Hampton | |
| Effective Sales Price | Estimate | | \$580,000 | | \$1,200,000 | | \$1,600,000 | | \$295,000 |
| Price Per Acre | | | \$239,669 | | \$206,186 | | \$193,470 | | \$98,333 |
| Data Source | | Public Records/Broker/Lender | | Public Records/Buyer | | Public records/Broker/Buyer's rep | | Public Records/Broker | |
| Financing | | Conventional | | None | | None | | Some seller | |
| Motivation | | Assemblage | | Arm's-length | | Abutter purchase | | Abutter purchase | |
| Expenditures Immediately After Sale | | Demolition | | | | | | | |
| | | Description | Adjustment | Description | Adjustment | Description | Adjustment | Description | Adjustment |
| Date of Sale & Market Conditions Adj. | | 12/29/2014 | | 3/30/2012 | | 4/9/2012 | | 4/9/2015 | |
| Adjusted Price | | \$532,000 | | \$1,200,000 | | \$1,440,000 | | \$295,000 | |
| Total Site Area (Acres) | 9.91/8.61 buildable | 2.42 | | 5.82 | | 8.27 | | 3.00 | |
| Adjusted Price Per Acre | | \$219,835 | | \$206,186 | | \$174,123 | | \$98,333 | |
| Location | Good | Slightly Inferior | | Equivalent | | Equivalent | | Inferior | |
| Zoning | Industrial | Highway Commercial | | Commercial | | Gateway Commercial | | Industrial | |
| Utilities | Mun. Water & Sewer | Mun. Water & Sewer | | Mun. Water & Sewer | | Well & Septic required | | Mun. Water & Sewer | |
| Physical Characteristics | Rolling-some wet | Sl. Superior | | Sl. Superior | | Sl. Superior | | Rolling-25% wet | |
| Site Size | 8.61 | Smaller | | Sl. Smaller | | Similar | | Smaller | |
| Net Adjustments | | -30% | | -25% | | +0% | | +35% | |
| Indicated Price per Acre | | \$153,884 | | \$154,639 | | \$174,123 | | \$132,750 | |
| <div><div>Low</div><div>\$132,750</div></div> <div><div>Mean</div><div>\$153,849</div></div> <div><div>High</div><div>\$174,123</div></div> | | | | | | | | | |

15-58

Contributory Value of the Release of a Deed Restriction Prohibiting Development
On 1.3± acres of a 9.91± Acre Parcel on the South Side of Exeter Road (Route 27), Hampton, NH
Owned by Seacoast Crossroads Realty Company, LLC

Reconciliation – Buildable portion of “As Is” Scenario

In this analysis, the indicated values range from \$132,750 to \$174,123 per acre with a mean of \$153,849. The sales used in the analysis are considered to be reliable indicators of value for the buildable area of the subject site, although less weight is placed on Sale 4 due to the low visibility and accessibility of the location. Sale 2 was purchased for development of an assisted living facility, which is the proposed use for the subject site. Sale 2 is given the most weight, closely supported by the mean. Based on the preceding research and analysis, it is concluded that the buildable portion of the subject site warrants a value opinion via the sales comparison approach of **\$155,000 per acre**, as follows:

$$\begin{aligned} \$155,000 \text{ per acre} \times 8.61 \pm \text{ acres} &= \$1,334,550 \\ \text{Rounded} &= \mathbf{\$1,335,000} \end{aligned}$$

Restricted portion of “As Is” Scenario

The restricted area in the “As Is” scenario is considered to add value to the subject site despite the restriction against development in that area. The restricted area can be used to satisfy setback and open space requirements, for lawn and garden areas or as a buffer from the road, should that be beneficial to a particular use. Research was conducted to find a similar situation in order to derive an indication of the value of the subject’s restricted area.

After an exhaustive search for comparable transactions in the southern tier of New Hampshire, two sales of commercial or industrial property located in developed areas and determined to be “unbuildable” were selected for use in this analysis. These sales are detailed on the following pages.

Summary of Unbuildable Land Sale 1:

Location/Address: 23 Star Drive, Merrimack, NH

Grantor > Grantee: Kalika, LLC > Public Service Company of NH

Sale Price / Date: \$100,000 / 8/20/2012

Registry Reference: HCRD Book 8481 Page 2437

Site Area: 1.0 Acre

Unit Value: \$100,000 per acre

Frontage: None, Access to Star Drive via a gravel access road over a rail line crossing

Available Utilities: Municipal water & sewer, electricity, telephone, cable

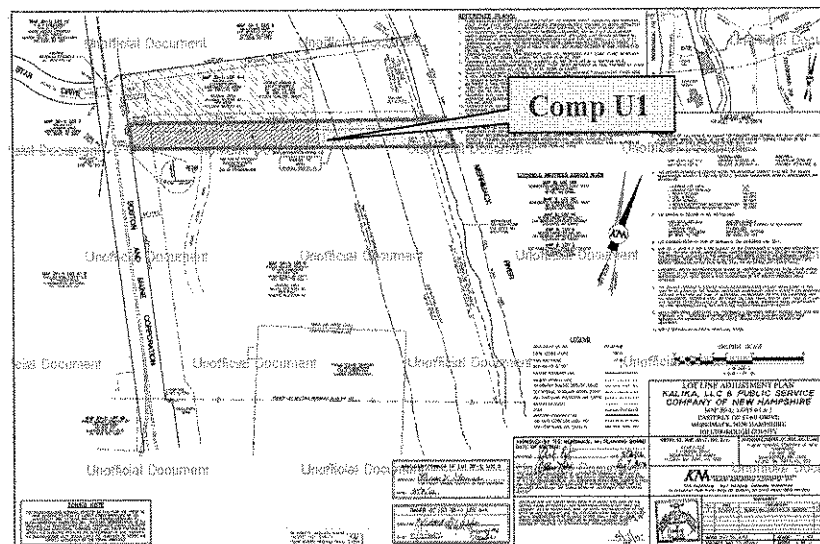
Zoning: Industrial

Map/Lot: Boundary line adjustment from 3D-1/4-1 to 3D-1/5

Conf. Source / By: Public Records, Plan 37457, Grantor / L. Davies

H & B Use at Sale: Utilities, access and buffer

Comments: This area is located past the end of the existing Star Drive, across a rail line crossing. Much of the area was covered by an existing access and utility easement in favor of the Grantee. Reportedly the Grantee needed the area for a buffer for their new electric substation and purchased this area subject to a restriction against construction.



Site Sketch:

Summary of Unbuildable Land Sale 2:

Location/Address: Quincy Street, Nashua, NH

Grantor > Grantee: Downtown Collision Centers of NE > Posey Investments, LLC

Sale Price / Date: \$25,000 / June 2, 2009

Registry Reference: HRCRD Book 8096 Page 1749

Site Area: 0.23 Acre

Unit Value: \$108,696 per acre

Frontage: 22.49' on Quincy St., 22.49' on Mason St.

Available Utilities: Municipal water & sewer, electricity, telephone and cable

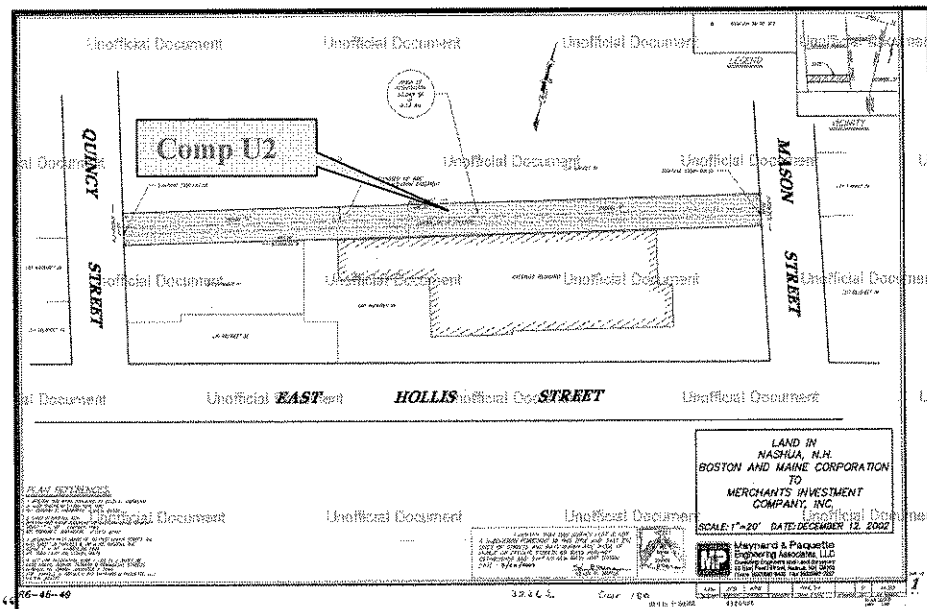
Zoning / Map Ref: Mixed Use / Map 35 Lot 93

Conf. Source / By: Public Records, Mosaic, Plan D-32362 / L Davies

H & B Use at Sale: Commercial development

Comments: Purchased for the redevelopment of a retail strip anchored by a Family Dollar store. The area purchased was formerly part of a rail line, purchased by an abutter to facilitate a retail development. The area was too narrow to allow for any building as a stand-alone lot.

Site Sketch:



The above sales represent abutters purchasing additional contiguous area that is restricted from being built upon, either by a deed restriction, as in Sale U1, or due to the configuration of the area and required setbacks, as represented by Sale U2. Both sales are located in developed areas and allowed the buyer to accomplish something more on their existing site by adding the purchased area, despite its limitations. In these ways these comparable sales are similar to the subject restricted area. The sales indicate a value range of \$100,000 to \$108,696 per acre for the subject's restricted area. These situations are considered to be relatively analogous to the subject's restricted area, despite differences in location and use.

Based on the preceding research and analysis, it is concluded that the restricted portion of the subject site warrants a value opinion via the sales comparison approach of \$100,000 per acre, as follows:

$$\text{\$100,000 per acre} \times 1.3\pm \text{ acres} = \text{\$130,000}$$

The total of the two value opinions calculated above represents the reconciled value of the subject site in the "As Is" scenario, as follows:

$$\text{\$1,335,000} + \text{\$130,000} = \text{\$1,465,000}$$

"As Proposed" Valuation

In the hypothetical "As Proposed" scenario, the subject site would consist of 9.91± acres of land with relatively good utility, as reflected in the commercial land portion of the "As Is" analysis.

Based on the foregoing, the unit value conclusion for the "As Proposed" scenario is the same as in the "As Is" scenario and the unit value would apply to the entire site area. Therefore, the indicated site value of the fee simple interest in the "As Proposed" scenario is calculated as follows:

$$\begin{aligned} \text{\$155,000 per acre} \times 9.91\pm \text{ acres} &= \text{\$1,536,050} \\ \text{Rounded} &= \text{\$1,535,000} \end{aligned}$$

Conclusion and Final Value Estimates

Based on an analysis of the best available comparable sales and other factors affecting the value of the subject parcel, the estimated contributory value of the release of the deed restriction as of July 13, 2015 is:

| | |
|--|----------------------------|
| "As Proposed" Valuation | \$1,535,000 |
| "As Is" Valuation | <u>-\$1,465,000</u> |
| Contributory Value of the Release of the Deed Restriction | \$70,000 |

Appraisal Certification

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

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



Laura J. Davies, NHCG #529
Appraisal Supervisor

August 13, 2015

Date

Legal Description

Printed from Internet for on 7/31/2015

3077 P1539

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that EXETER OAK HOLDING, INC., a Delaware corporation with place of business at Liberty Lane, Hampton, County of Rockingham, State of New Hampshire 03842, for consideration paid, grants to SEACOAST CROSSROADS REALTY COMPANY, L.L.C., a New Hampshire limited liability company with place of business at Liberty Lane, Hampton, County of Rockingham, State of New Hampshire 03842, with quitclaim covenants, the following described premises:

Three certain groups of land all being located in Hampton and/or North Hampton, County of Rockingham, State of New Hampshire, each group being comprised of various parcels of land delineated as follows:

GROUP 1: Five parcels of land situated on or off the Southerly side of the Exeter Road (also known as the Exeter-Hampton Road) in said Hampton, also known as 290 Exeter Road land and buildings, including units courts, which parcels are delineated as follows:

Parcel 1: A certain parcel of land bounded and described as follows:

Northerly by the Exeter Road; Westerly by land formerly of Richard N. Berry, now of the grantor; Southerly by land formerly of the heirs of Harry Chase, now of the grantor; and Easterly by land formerly of Anna S. Perkins, now of the grantor.

Subject to the provisions contained and set forth in Commissioners' Return of Highway Layout, recorded in Rockingham Records, Book 1633, Page 276, and in Emendation Commissioners' Return of Highway Layout recorded in Rockingham Records, Book 1641, Page 531.

Parcel 2: A certain parcel of land containing 5.2 acres, bounded and described as follows:

Beginning at a bound marked NHHB on the Westerly side of the Exeter-Hampton Expressway at the end of the remains of a stone wall marking the boundary between the within described premises and land formerly of Ann Perkins and Evelyn George, now of the grantor, and thence running South 7° 20' 50" West along said Exeter-Hampton Expressway 391.93 feet to another bound marked NHHB; thence turning and running South 30° 03' 20" West along said Exeter-Hampton Expressway 378.12 feet to another bound marked NHHB; thence turning and running North 88° 37' 00" West along the interchange leading to the New Hampshire Turnpike 322.34 feet to another bound marked NHHB; thence turning and running North 36° 28' 00" West along said New Hampshire Turnpike 256.01 feet to another bound marked NHHB at land formerly of the heirs of Harry E. Chase, now of the grantor; thence turning and running North 57° 33' 30" East along said land of the heirs of Harry E. Chase 917.92 feet to a point at the end of a stone wall at land formerly of Perkins and George, now of the grantor; thence continuing North 58° 31' 20" East along said wall and along said land of Perkins and George 173.03 feet to the bound on the Westerly side of said Exeter-Hampton Expressway at the point of beginning.

0055117
EXETER OAK HOLDING, INC.
SEACOAST CROSSROADS REALTY COMPANY, L.L.C.

Appraiser Qualifications

LAURA J. DAVIES

Certified General Appraiser No. NHCg-529

Background Summary

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

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

Education

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

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

National Association of Realtors

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

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

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

JMB Real Estate Academy – Advanced Income Property Appraisal

The Beckman Company - The Technical Inspection of Real Estate

LeMay School of Real Estate – Federal Land Acquisition Appraising

Beyond Paired Sales

Estimating Property Damage

Appraisal University – Practical Application of the Cost Approach

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

Certified Public Manager Program – On-going

Qualified Expert Witness

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

Professional Experience

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

Professional Affiliations

Certified General Real Estate Appraiser – New Hampshire
Licensed Real Estate Salesperson – Massachusetts 1985-1986
Vice-Chair – Exeter, NH Zoning Board of Adjustment

STATE OF NEW HAMPSHIRE

INTER-DEPARTMENT COMMUNICATION

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

DATE: October 27, 2015

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

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

TO: Representative Gene Chandler, 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 portion of the NH Route 88 Limited Access Right of Way consisting of 2.1 +/- acres located on the northeasterly corner of NH Route 88 and NH Route 27 in the Town of Exeter directly to the San Juan Realty Trust for \$111,100.00 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, San Juan Realty Trust, for the opportunity to acquire a 2.1 +/- ac portion of State owned land NH Route 88 Limited Access Right of Way located on the northeasterly corner of NH Route 88 and NH Route 27 in the Town of Exeter.

A prominent law firm that is located in the Town of Exeter has lost its lease in its existing location and needs to move to a new location. The Town of Exeter, in working with this law firm has determined that the location of this State land parcel, incorporated into the abutting parcel, will make a suitable site for the new location of this law firm.

The parcel consists of approximately 2.1 +/- acres and is a portion of the Limited Access Right-of-Way acquired in 1959 for the construction of NH Route 88 through this area.

In 1999, this portion of NH Route 88 was reclassified as a Class V highway where the highway maintenance responsibility is by the Town of Exeter while the fee ownership of this highway is still with the State of New Hampshire. The Town of Exeter is supportive of this sale.

The area that the Town of Exeter has determined as surplus to their maintenance needs of NH Route 88 is depicted on the attached plan. The Town proposes to retain fifty (50) feet from the NH Route 88 Center Line and seventy-five (75) feet from the NH Route 27 Center Line.

Conditions of this sale would include:

- No access will be granted from this parcel to NH Route 88 or NH Route 27.
- The purchaser of this parcel would at their expense have a survey plan prepared by a Licensed Land Surveyor describing the parcel being sold, and record this plan in the Rockingham County Registry of Deeds. The Department will use this plan to prepare deeds for the sale of this parcel.

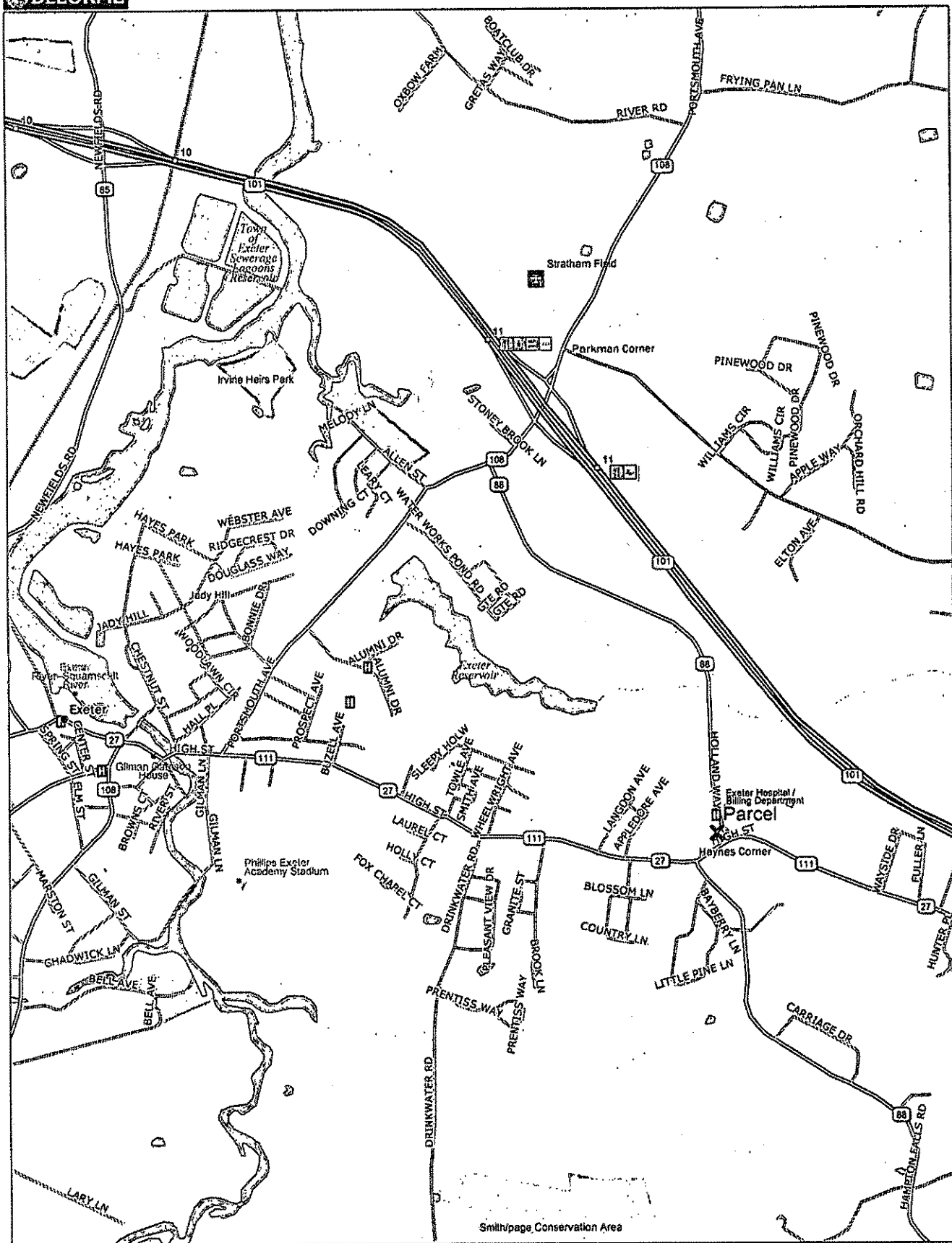
This request has been reviewed by this Department and it has been determined that this parcel is surplus to our operational needs and interest.

A staff appraiser from this Department completed an appraisal report for the subject property on behalf of the Department for the purpose of establishing a contributory value for this parcel. The appraiser used four (4) sales in Exeter and surrounding towns 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 1, 2015 to be \$110,000.00.

The highest and best use of the subject is to the abutter. The Department proposes to offer the sale of this parcel San Juan Realty Trust for \$111,100.00, which includes an Administrative Fee of \$1,100.00.

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

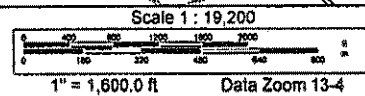
CRS/PJM/jl
Attachments



Data use subject to license.

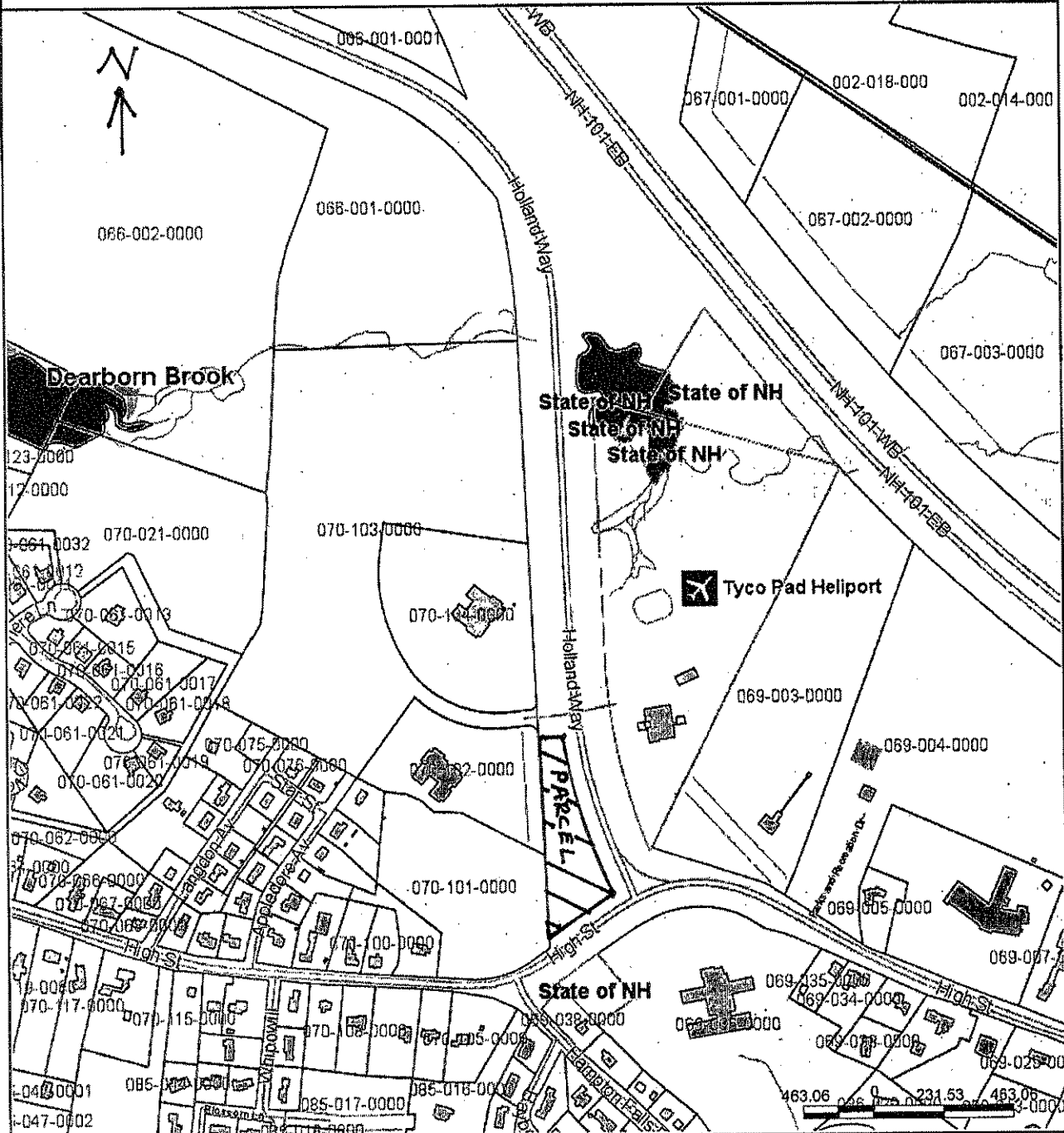
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www.delorme.com

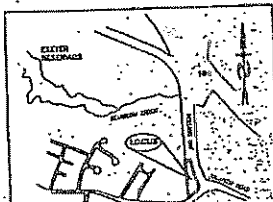


STATE OF NEW HAMPSHIRE
DEPARTMENT OF REVENUE
ADMINISTRATION

MOSAIC PARCEL
MAP SHARING
POOL



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.



LOCATION MAP

LEGEND

- UTILITY POLE
- TEST PIT 1/4" NO.
- STREET WALL
- DECKLINE
- EXISTING CONTIGUOUS
- EXISTING CONTIGUOUS
- WETLAND BOUNDARY
- SOILS BOUNDARY LINE
- EXISTING PROPERTY LINE

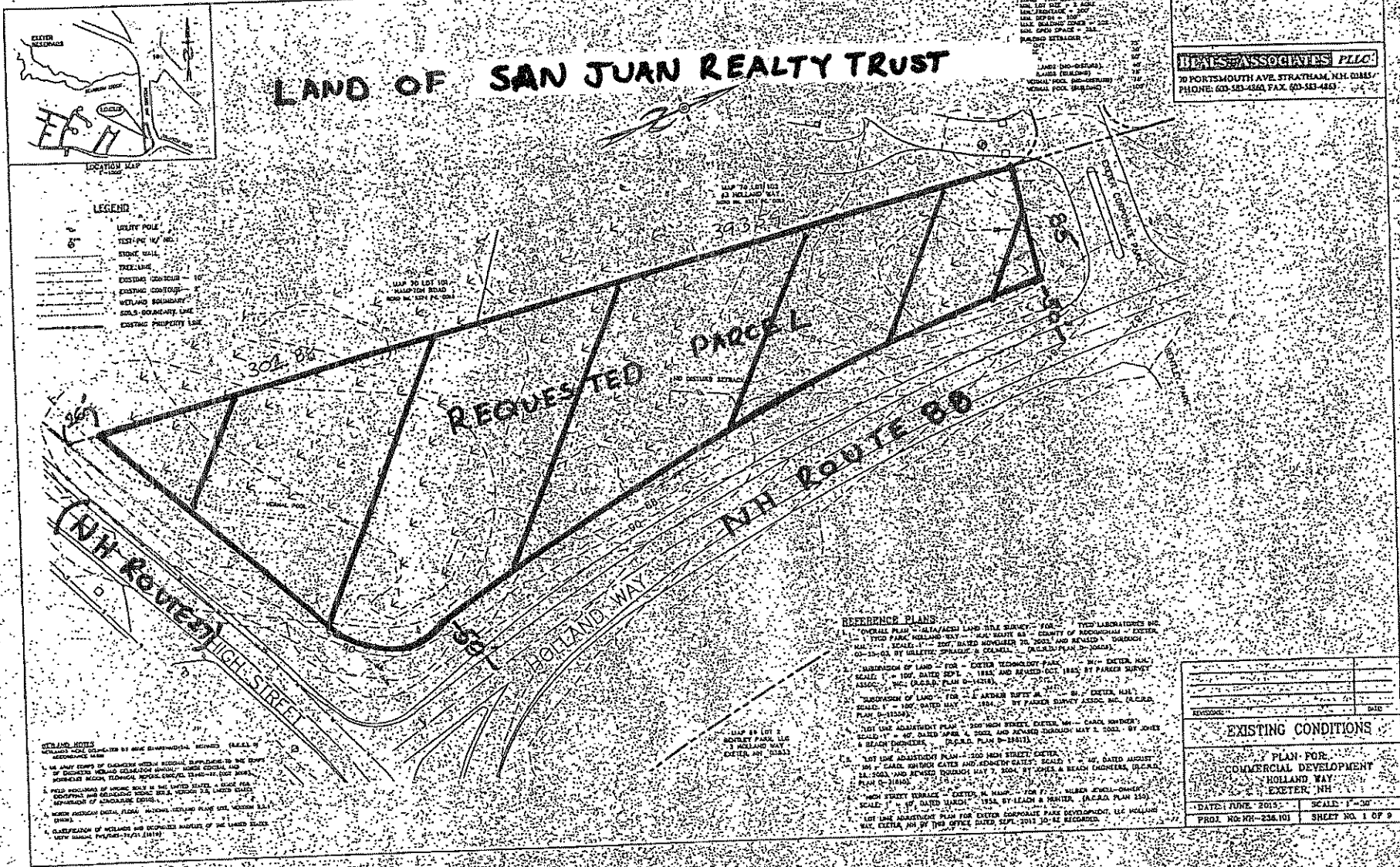
LAND OF SAN JUAN REALTY TRUST

ZONING REQUIREMENTS
 ZONING: PROFESSIONAL/TECHNOLOGY PARK (P/P)
 MIN. LOT SIZE: 3 ACRES
 MIN. FRONTAGE: 200'
 MIN. DEPTH: 100'
 MIN. BUILDING COVER: 30%
 MIN. OPEN SPACE: 30%
 PARKING: 1 SPACE PER 1,000 SQ. FT.

LANDS (NO-SETBACK)
 BASES (BUILDING)
 VERTICAL POOL (NO-SETBACK)
 VERTICAL POOL (BUILDING)

PREPARED FOR:

WATERS ASSOCIATES, PLLC
 70 PORTSMOUTH AVE. STRATHAM, NH 03085
 PHONE: 603-583-4554 FAX: 603-583-4555



REFERENCE PLANS

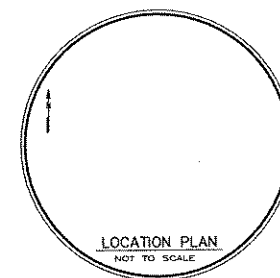
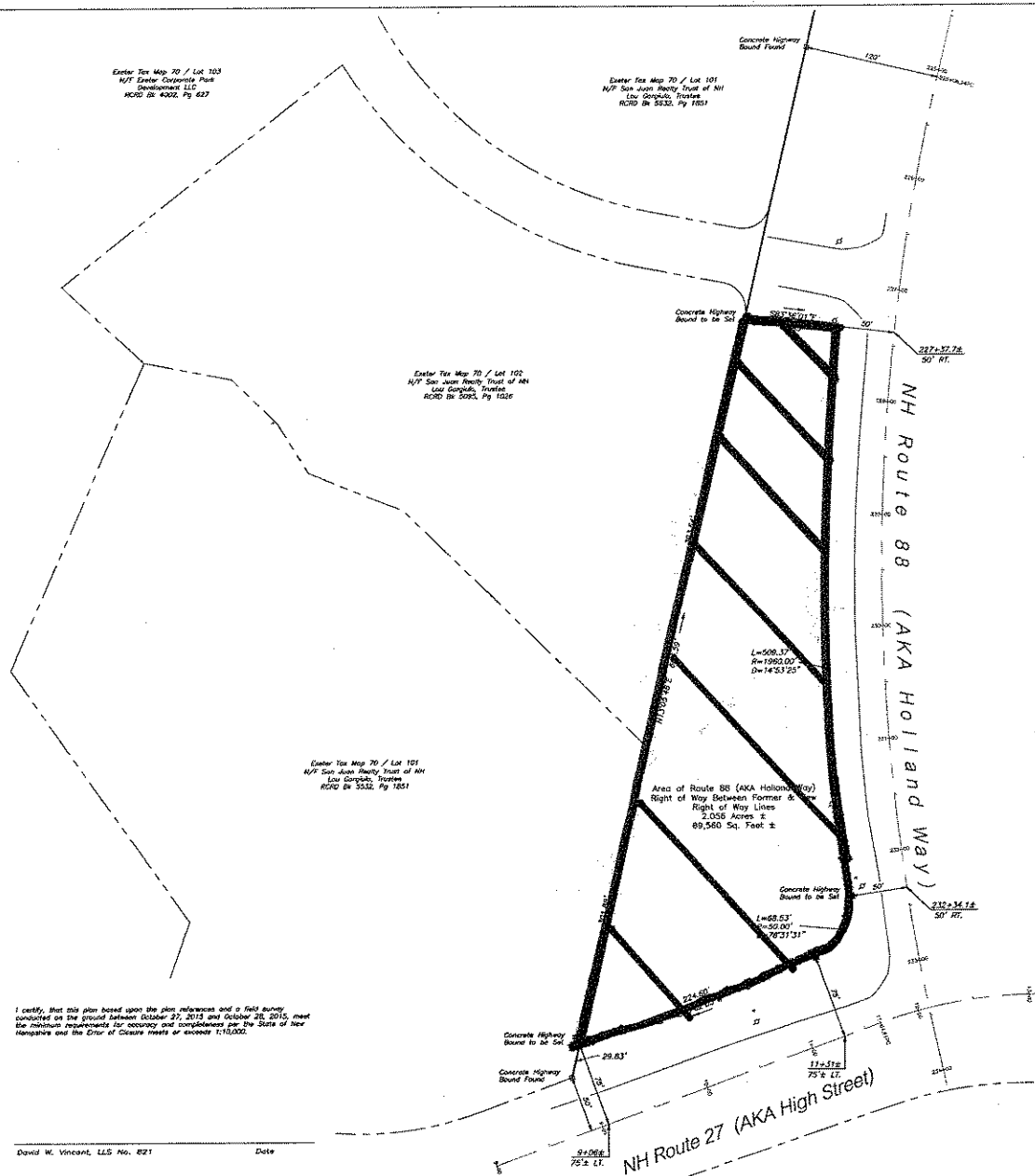
1. OVERALL PLAN: SAN JUAN LAND SURVEY - FOR - TWO LABORATORIES INC. 1700 PARK HOLLAND WAY - SAN JUAN, NH - COUNTY OF ROCKINGHAM EXETER, NH - SCALE: 1" = 200' DATED NOVEMBER 10, 2004 AND REVISED: 11/10/04. (ALSO: 11/10/04 BY GLENN, SPANGLER & COMPANY, INC. (ALSO: 11/10/04)
2. SUBDIVISION OF LAND - FOR - EXETER TECHNOLOGY PARK - INC. EXETER, NH. SCALE: 1" = 100' DATED SEP. 1, 1985 AND REVISED OCT. 1985 BY PARKER SURVEY ASSOC. INC. (ALSO: 11/10/04 BY GLENN, SPANGLER & COMPANY, INC. (ALSO: 11/10/04)
3. SUBDIVISION OF LAND - FOR - J. ARTHUR RUFFIN JR. EXETER, NH. SCALE: 1" = 100' DATED MAY 1, 1984. BY PARKER SURVEY ASSOC. INC. (ALSO: 11/10/04)
4. LOT LINE ADJUSTMENT PLAN - 100' HIGH STREET, EXETER, NH - CAROL WINDNER. SCALE: 1" = 40' DATED APRIL 4, 2002 AND REVISED THROUGH MAY 2, 2002. BY JONES & BEACH ENGINEERS, INC. (ALSO: 11/10/04)
5. LOT LINE ADJUSTMENT PLAN - 100' HIGH STREET, EXETER, NH. SCALE: 1" = 40' DATED AUGUST 1, 1985 AND REVISED THROUGH MAY 2, 2004. BY JONES & BEACH ENGINEERS, INC. (ALSO: 11/10/04)
6. HIGH STREET VARIANCE - EXETER, NH. SCALE: 1" = 40' DATED AUGUST 1, 1985 AND REVISED THROUGH MAY 2, 2004. BY JONES & BEACH ENGINEERS, INC. (ALSO: 11/10/04)
7. LOT LINE ADJUSTMENT PLAN FOR DATED EXETER PARK DEVELOPMENT, LLC HOLLAND WAY, EXETER, NH. BY THE OFFICE DATED 12/1/2011 10:41:42 RECORDED.

EXISTING CONDITIONS

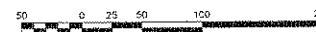
PLAN FOR:
 COMMERCIAL DEVELOPMENT
 HOLLAND WAY
 EXETER, NH

DATE: JUNE 2015 SCALE: 1"=30'
 PROJ. NO: NH-236101 SHEET NO. 1 OF 9

| REVISIONS AFTER PROPOSAL | | | | | |
|--------------------------|--------|------|---------|-------------|--|
| | NUMBER | DATE | STATION | DESCRIPTION | |
| SUR PROCESSED | | DATE | | | |
| NEW DESIGN | | DATE | | | |
| SHEET CHECKED | | DATE | | | |
| AS BUILT DETAIL | | DATE | | | |



PROGRESS PRINT
SUBJECT TO CHANGE



RIGHT-OF-WAY ADJUSTMENT PLAN
FOR THE NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
ROUTE 88 RIGHT-OF-WAY
(AKA HOLLAND WAY)
EXETER, NEW HAMPSHIRE

COMPANY LOGO

SCALE:
1" = 50'

JOB NO.:

DATE: OCTOBER 2015

NH DOT THE STATE OF
NEW HAMPSHIRE
DEPARTMENT OF
TRANSPORTATION

RECOMMENDED FOR APPROVAL:

DIRECTOR OF PROJECT DEVELOPMENT

APPROVED:

ASSISTANT COMMISSIONER AND CHIEF ENGINEER DATE

APPROVED BY
BUREAU OF RIGHT-OF-WAY

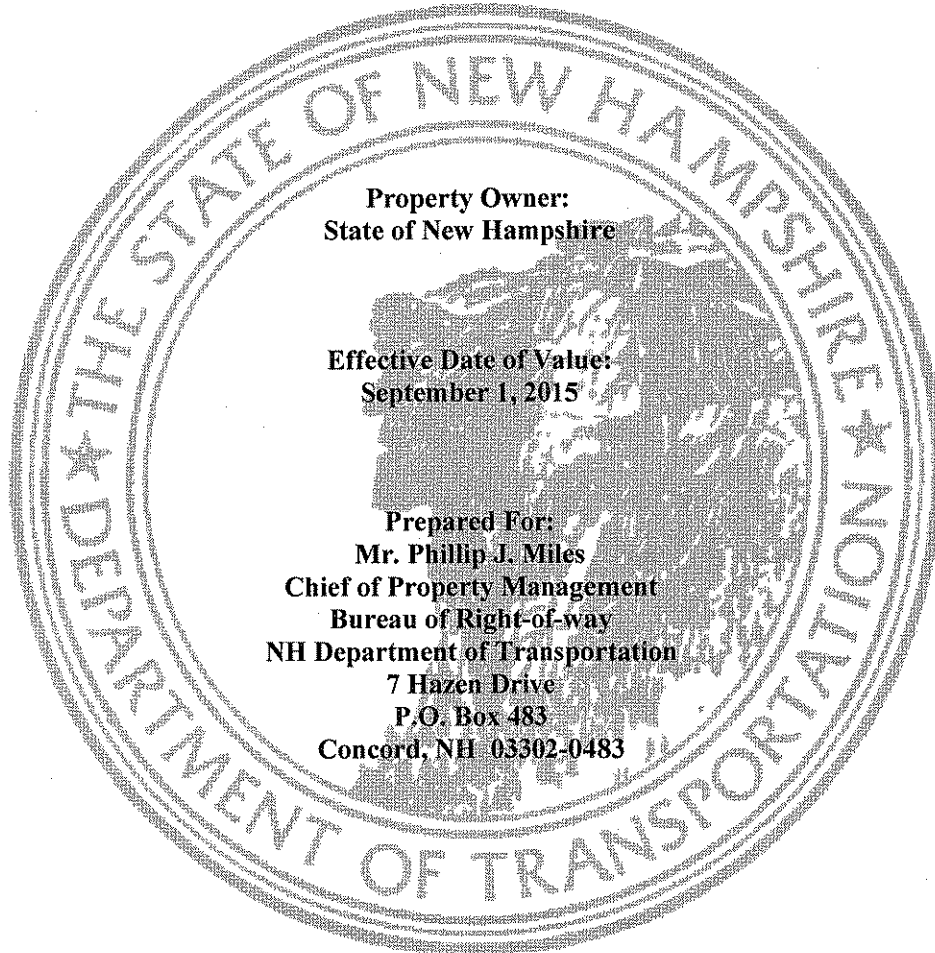
| | |
|---------------|------|
| ADMINISTRATOR | DATE |
|---------------|------|

| | | | |
|---------------------|-------------------|-----------|-------------|
| FEDERAL PROJECT NO. | STATE PROJECT NO. | SHEET NO. | TOTAL SHEET |
| | | 1 | 1 |

Appraisal Report

of

**A 2.1± Acre Parcel located at
the Northwest Corner of High Street (Route 27) and Holland Way (Route 88)
Exeter, NH**



**Property Owner:
State of New Hampshire**

**Effective Date of Value:
September 1, 2015**

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

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

| | | | |
|-----------------|--|--------------|--|
| FROM: | Laura J. Davies, NHCG #: 529 Staff Appraiser | DATE: | October 1, 2015 |
| TO: | Phillip J. Miles Chief of Property Management | AT: | NHDOT - Bureau of Right-of-Way Concord Office |
| THROUGH: | Stephen Bernard Chief Appraiser | | |
| SUBJECT: | Surplus Property Value Estimate of a 2.1± Acre Area Located at the northwest corner of High Street (Route 27) and Holland Way (Route 88), Exeter, NH Project: Surplus Property Area Currently in Limited Access Right-of-Way Stratham - Exeter FAS-220(1) P-3381 Property Owner: State of New Hampshire | | |

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

The purpose of this appraisal is to estimate the contributory value of the fee simple interest in the 2.1± acre area currently included in the Limited Access Right-of-Way located at the northwest corner of High Street (Route 27) and Holland Way (Route 88) in Exeter, NH and shown on the sketch that follows. Since the property is currently part of the Limited Access Right-of-Way, it is not identified by the Town Assessor as a lot of record but is located adjacent to Lots 101 and 102 on Tax Map 70. The subject is valued based on its contribution to the value of one of these abutting sites, a 5.532± acre parcel identified as Lot 101 or 204 High Street, reportedly approved for a 27,600 square foot office building located in Exeter's PP-Professional/Technology Park District. The effective date of value is September 1, 2015.

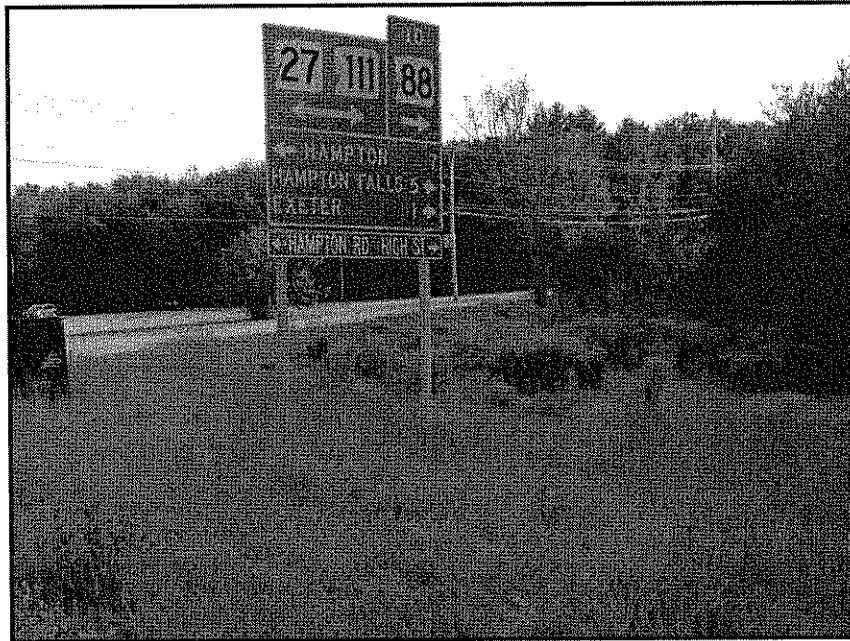
The appraised property consists of an irregularly shaped 2.1± acre area with 574± feet of frontage on Holland Way (Route 88), 262± feet of frontage on Route 27 and 62± feet of frontage on the private road known as Tyco Park. As part of this proposed conveyance, no access will be granted from this parcel to NH Route 88 or NH Route 27. Access would be through the abutting parcel via the private road and a mutual parking and access easement with the abutting Lot 102. The area is unimproved and includes three areas of wetlands interspersed throughout, according to an Existing Conditions Plan prepared by Beals Associates, PLLC and dated June 2015. The parcel is being valued for a potential sale to the abutting property owner to the west. Electricity, telephone, cable TV, municipal water and sewer are available at the street.

The attached report summarizes the basis of the value conclusions and provides definitions to specific terms. It also defines the Limiting Conditions, Hypothetical Conditions or Extraordinary Assumptions on which this valuation is based. Based on the data collected and analyzed, in my opinion the contributory value of the fee simple interest of the property as of September 1, 2015 is:

\$110,000

PHOTOGRAPHS OF THE SUBJECT PROPERTY

Taken September 1, 2015 by Laura Davies



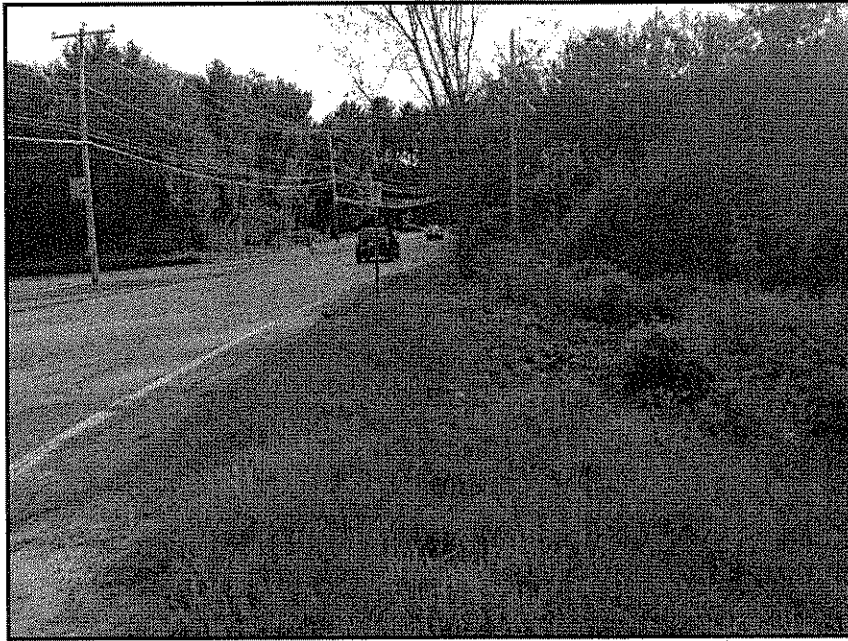
View of Subject from Route 88 Looking Southeast Toward Route 27 Frontage.



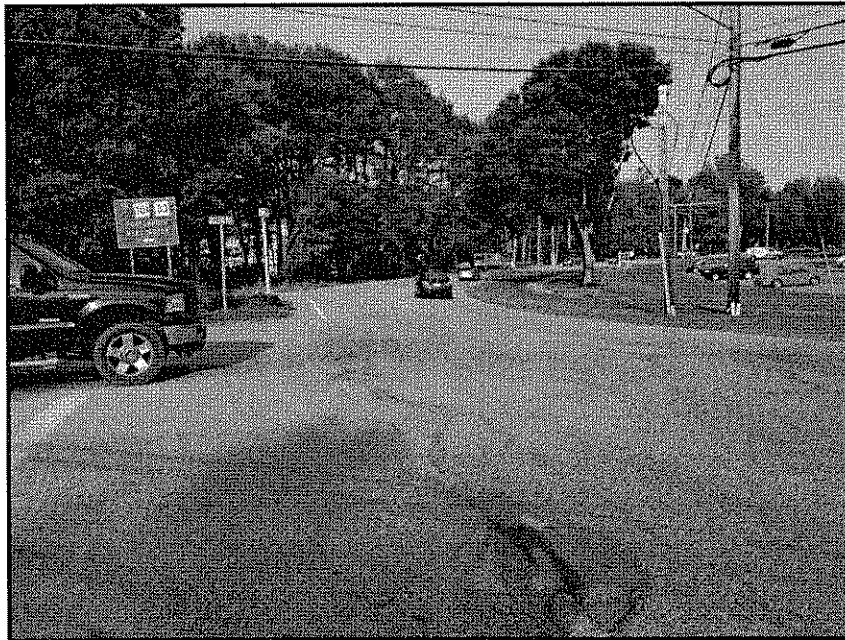
View of the Subject from Corner of Routes 27 and 88.

PHOTOGRAPHS OF THE SUBJECT PROPERTY

Taken September 1, 2015 by Laura Davies



View along High Street (Route 27) Frontage, Subject at Right

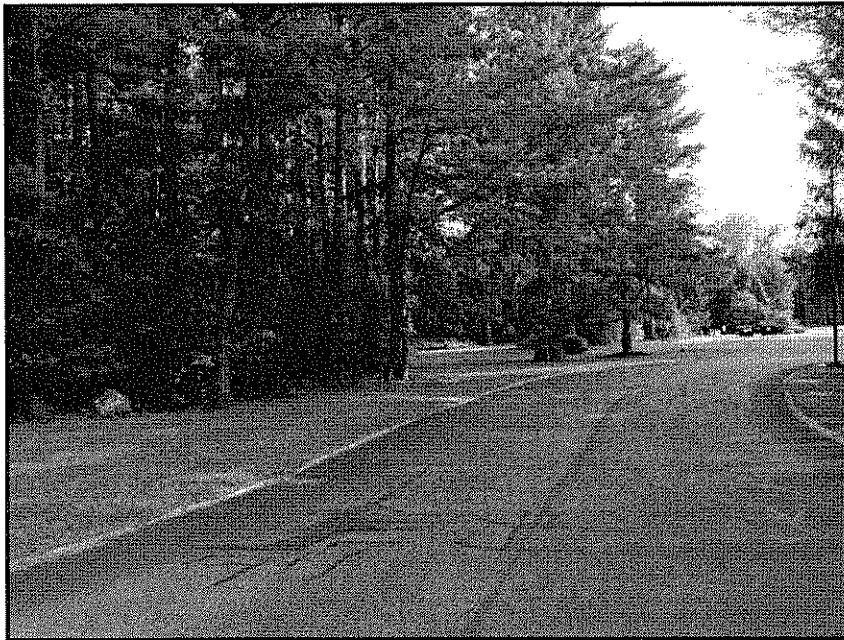


View Along Hampton Road (Route 27) Facing East, Taken From the Subject Property.

PHOTOGRAPHS OF THE SUBJECT PROPERTY
Taken September 1, 2015 by Laura Davies



Interior View of the Subject Property From Route 88 Frontage.



View of Private Road Known as Tyco Park That Will Serve as Access for the Subject

PHOTOGRAPHS OF THE SUBJECT PROPERTY
Taken September 1, 2015 by Laura Davies



View Along the Western Boundary of the Subject Site, Looking South.



Interior view of Abutting Lot 101's Approved Building Site Area, Looking South.

GENERAL ASSUMPTIONS

For this report I have assumed:

- All maps, plans, and photographs I used are reliable and correct.
- The legal interpretations and decisions of others are correct and valid.
- The parcel areas given to me have been properly calculated.
- Broker and assessor information are reliable and correct.
- Information from all sources is reliable and correct unless otherwise stated.
- There are no hidden or unapparent conditions on the property or in the subsoil, including hazardous waste or ground water contamination, which would render the property more or less valuable.
- This summary appraisal report values only the real estate.

EXTRAORDINARY ASSUMPTIONS

This analysis is based on the assumption that the following restriction will apply to the subject area: 1) "No access will be allowed to Route 27 or Route 88 directly from this parcel." 2) The parcel will be offered solely to the abutters for purchase.

HYPOTHETICAL CONDITION

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

GENERAL LIMITING CONDITIONS

This report is bound by the following limiting conditions:

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

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

PURPOSE OF APPRAISAL

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

CONTRIBUTORY VALUE

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

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

PROPERTY RIGHTS APPRAISED

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

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

DATE OF INSPECTION

September 1, 2015.

EFFECTIVE DATE OF VALUE

September 1, 2015.

DATE OF REPORT

October 1, 2015.

INTENDED USE

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

INTENDED USER

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

SCOPE OF WORK

The scope of work identifies the type and extent of research and analyses in an assignment. My investigations and research included an on-site inspection and photographing of the subject property on September 1, 2015. I examined Town and County property records including assessment data and taxes, zoning regulations, recorded and provided site plans, recorded easements, the availability of public utilities, access, approvals, and traffic counts. I researched the type and intensity of neighboring uses and reviewed information from the files of the New Hampshire Department of Transportation.

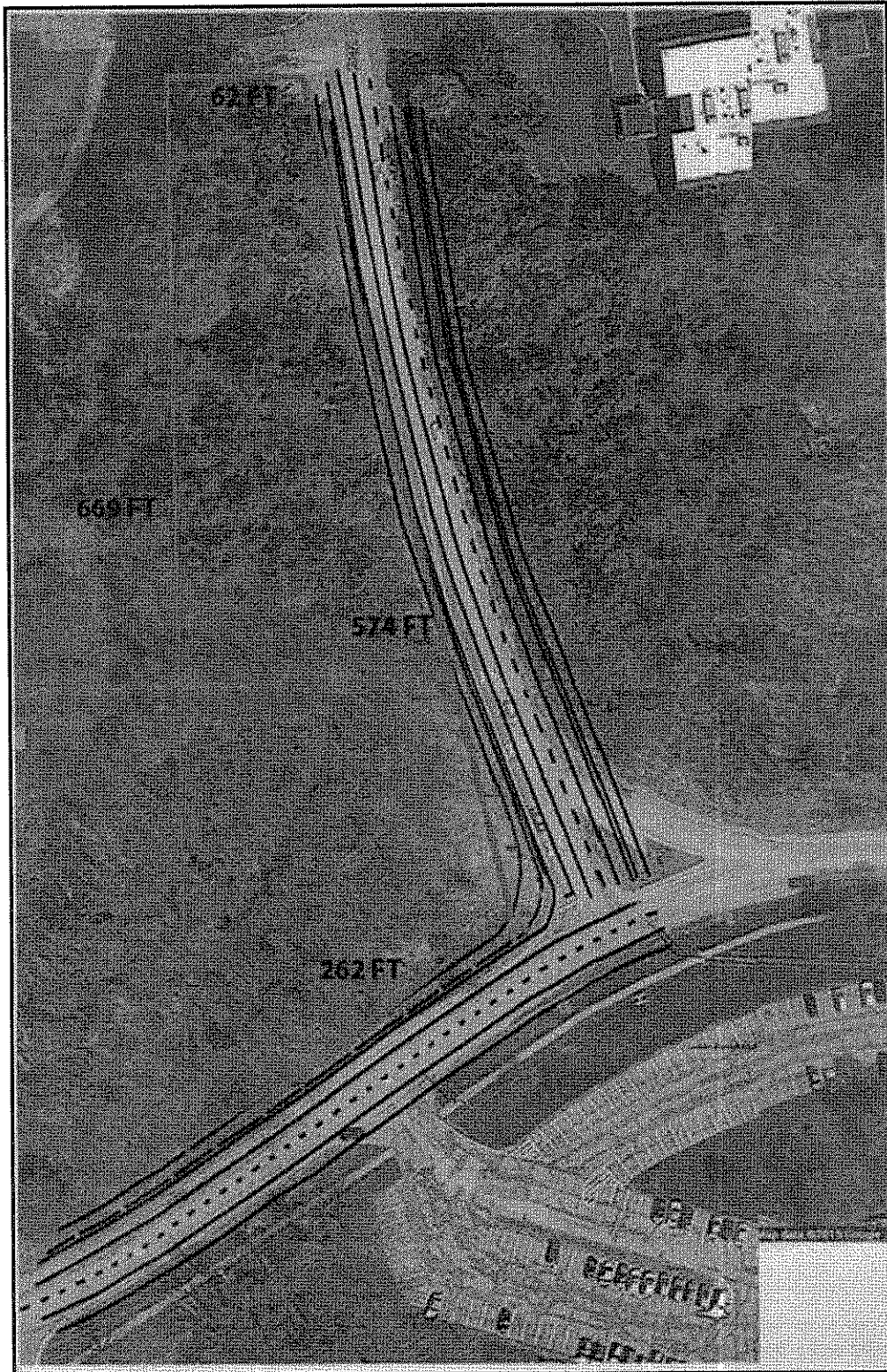
I formed an opinion of the highest and best use of the subject and then the abutting parcel based on legal, physical, and neighborhood land use characteristics as well as the proposed restriction against access to Routes 27 and 88 from the subject area. I compiled comparable land sales data for the abutting property in both the "as is" and the "as if assembled" scenarios, verified and analyzed the data, estimated the value of the abutting property, and prepared this before and after summary appraisal report in compliance with USPAP 2-2(a) to convey my findings, the market data, and the analyses.

Property data was collected and compiled from several sources, including the Towns of Exeter, Windham and Dover, Rockingham and Strafford County Registries of Deeds, Northern New England Real Estate Network (MLS), Real Data, the internal NHDOT comparable sales database and local real estate professionals.

PROPERTY IDENTIFICATION

The surplus property is identified as a 2.1± acre area located on the northwest corner of High Street (Route 27) and Holland Way (Route 88), Exeter, Rockingham County that is owned by the State of New Hampshire. It is not a parcel of record as it is currently included in the Limited Access Right-of-Way for Routes 27 and 88. It is further identified in red on the sketch that follows.

SUBJECT AREA SKETCH/AERIAL VIEW



File #15-67, Surplus Property Valuation
2.1± Acre Parcel on the Northwest corner of Route 27 & Route 88, Exeter, NH
Owned by State of New Hampshire

LISTING, TRANSFER, AND OWNERSHIP HISTORY

The State of New Hampshire currently owns the subject property. The State acquired the property by the Commissioners' Return of Highway Layout recorded on May 15, 1959 at the Rockingham County Registry of Deeds in Book 1504 Page 424 in conjunction with the Stratham – Exeter FA S220(1) P-3381 Project.

The subject property is not currently offered for sale, has not been listed for sale in the past 12 months and to my knowledge the property is not under contract or option. The abutting property owner is reportedly interested in purchasing the subject property to accommodate a proposed office development with an anchor tenant in mind.

The abutting property, Lot 101, sold on May 22, 2014 for \$325,000. It was purchased by the owner of the abutting Lot 102, a 3.89 acre lot developed with a 14,000± square foot office building built in 1986. The transaction was recorded in the Rockingham County Registry of Deeds in Book 5532 Page 1851. Exeter Corporate Park Development, LLC was the grantor and San Juan Realty Trust of NH was the grantee. Lots 101 and 102 both have access from the private road known as Tyco Park only, and are both subject to a mutual easement for access and parking. The subject would be offered solely to the abutter for purchase and as part of this potential conveyance, no access will be granted to NH Route 27 or Route 88.

PRESENT USE

The subject area remains undeveloped but is a part of the Limited Access Right-of-Way associated with State Routes 27 and 88.

REAL ESTATE TAX DATA

The subject area is owned by the State of New Hampshire and is not currently a lot of record. For this reason, there is no assessment information regarding the subject property. The abutting property that is proposed to be assembled with the subject area is identified on Tax Map 70 as Lot 101. Lot 101's real estate tax data is reported below.

Property Assessment

| Town Property ID | Land | Building | Total |
|-------------------------|-------------|-----------------|--------------|
| Map 70, Lot 101 | \$322,000 | \$0 | \$322,000 |

Real Estate Tax

| Assessed Value | Tax rate/\$1,000 | Real Estate Taxes |
|-----------------------|-------------------------|--------------------------|
| \$322,000 | \$26.06 | \$3,657.22 |

Comments

The State of New Hampshire, Department of Revenue currently estimates that assessed values in the Town reflect approximately 94.8% of true market value resulting in an effective

tax rate of 2.47% of market value and an equalized assessed value of \$339,662. Assessment for *ad valorem taxation* is based on broad base techniques heavily weighted to residential properties and is not considered an accurate reflection of market value as defined in this report.

AREA/NEIGHBORHOOD DESCRIPTION

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

Exeter was one of the four original towns established in New Hampshire and its riverside location made it a center for shipbuilding and trading. Exeter is located in the east central section of Rockingham County. It is approximately 8 miles north of the Massachusetts state border and 40± miles north of Boston. Abutting communities include Newfields to the north, Brentwood and Epping to the west, Stratham, Hampton and North Hampton to the east and East Kingston, Kensington and Hampton Falls to the south.



Exeter enjoys good highway access via Route 101, the State's primary east – west route, as well as Routes 27, 111, 108, 88 and 85. Interstate 95 lies just east of Exeter, providing access to Portsmouth, NH and Portland ME to the north and Boston, MA to the south.

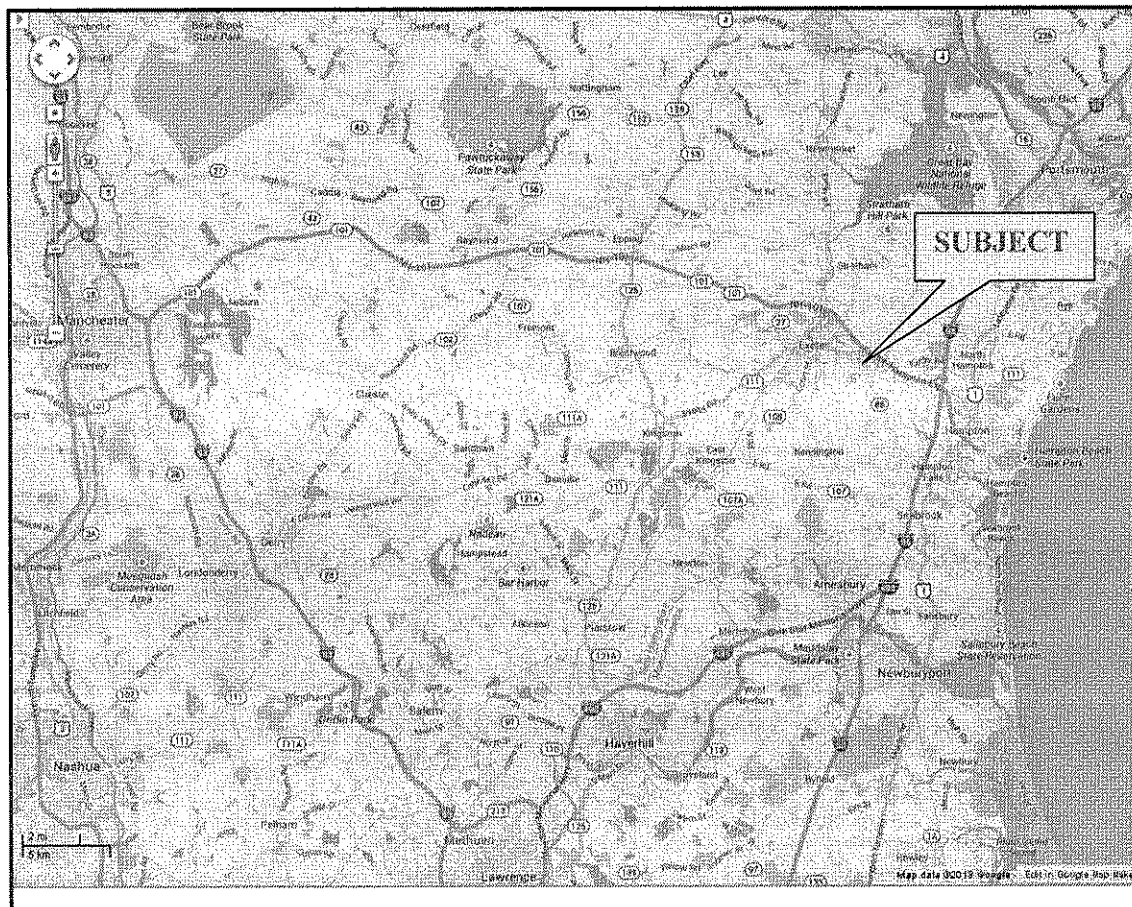
New Hampshire has continually ranked as having one of the lowest unemployment rates in the country. Unemployment rates rose during the great recession, but they began declining in 2010 and have continued to drop during the past year. The most recent statistics available from NH Department of Labor report unemployment rates in July 2015 were: 3.4% in the Town of Exeter; 3.8% in Rockingham County; 3.7% in New Hampshire; 4.7% in New England and 5.3% in the United States.

Exeter's 2013 population was 14,387, the 19th largest among the State's incorporated cities and towns. Exeter's population density is 728.1 persons per square mile of land area. The town includes 6,449± total housing units, about half of which are single-family homes and one fourth of which are in structures of five units or more. The largest employer in the community is Exeter Hospital, with 900 employees, followed by Phillips Exeter Academy with 520 employees. The Hospital has numerous facilities in the Seacoast that house the various affiliated medical practices known as Core Physicians. The subject neighborhood is located east of the Hospital along Holland Way (Route 88) and Hampton Road (Route 27) in

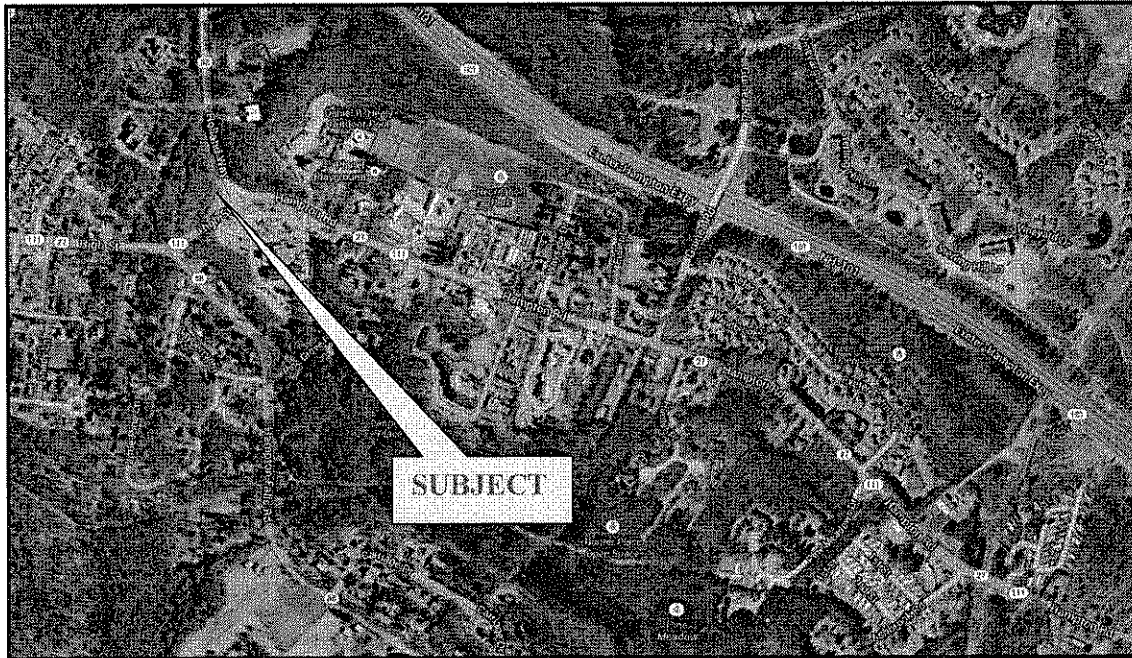
the Neighborhood Professional and Professional/Technology Park Districts. The predominant use in the neighborhood is office, with several Core Physicians locations acting as anchors in the neighborhood as well as more corporate type offices along Holland Way. Other uses in the neighborhood include a large garden center, a few remaining residences, two nursing home facilities, a preschool/daycare, a municipal recreation center, other medical and professional offices and some undeveloped land. A large multi-family development is currently under construction on the former concrete plant site.

In summary, Exeter is a well-established Seacoast community with good access to the smaller surrounding communities as well as the regional highway system. It has a more diverse employment base than many nearby towns. The subject neighborhood also enjoys good accessibility. The neighborhood has a substantial concentration of office uses for a community of its size, as well as other commercial uses. The neighborhood has been experiencing a trend of growth for the past 15 years and the remaining undeveloped land will likely be developed with similar uses at some future date.

AREA MAP



NEIGHBORHOOD MAP



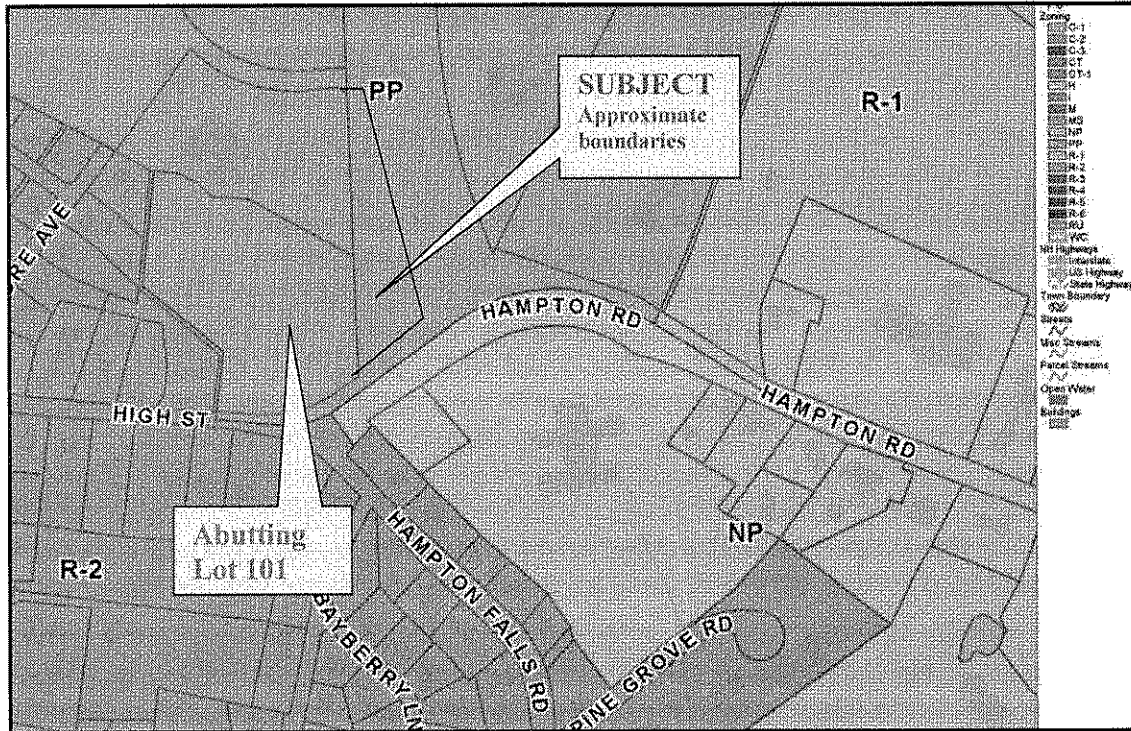
ZONING

The property is located in Exeter's PP- Professional/Technology Park District. Permitted principal uses include: business, professional and medical offices. Child daycare and customary accessory uses incidental to permitted principal uses are permitted as accessory uses, 15% of the gross floor area may be used for retail services. Uses permitted by special exception include: laboratories, research and development uses, prototype production, essential services and heliports.

| Professional/Technology Park District - Dimensional Requirements | |
|--|----------|
| Minimum lot size: | 2 Acres |
| Minimum lot width: | 200 feet |
| depth: | 200 feet |
| Setbacks: | |
| Front | 75 feet |
| Side | 30 feet |
| Rear | 50 feet |
| Maximum height: | 50 feet |
| Maximum building coverage: | 20% |
| Minimum open space: | 35% |

The subject area appears to comply with the minimum lot size, but due to the irregular shape, may have difficulty conforming to the width or depth requirements of the district. The area would likely not be able to support a building of any size as a stand-alone lot due to the setback requirements, the presence of wetlands and a lack of access. The area is unimproved. Any new uses the parcel may be put to would have to comply with the above stated permitted uses or obtain a special exception or variance from the Zoning Board of Adjustment.

ZONING MAP



PROPERTY DESCRIPTION - SUBJECT

The appraised property consists of an irregularly shaped 2.1± acre area located on the northwest corner of the intersection of High Street (Route 27) and Holland Way (Route 88). It has 574± feet of frontage on Holland Way (Route 88), 262± feet of frontage on Route 27 and 62± feet of frontage on the private road known as Tyco Park. The area is currently part of the Limited Access Right-of-Way associated with these State Routes. No access will be granted from this parcel to NH Route 88 or NH Route 27. Proposed access would be through the abutting parcel via the private road and a mutual parking and access easement with the abutting Lot 102.

The subject area is unimproved and includes three areas of wetlands interspersed throughout, according to an Existing Conditions Plan prepared by Beals Associates, PLLC and dated June

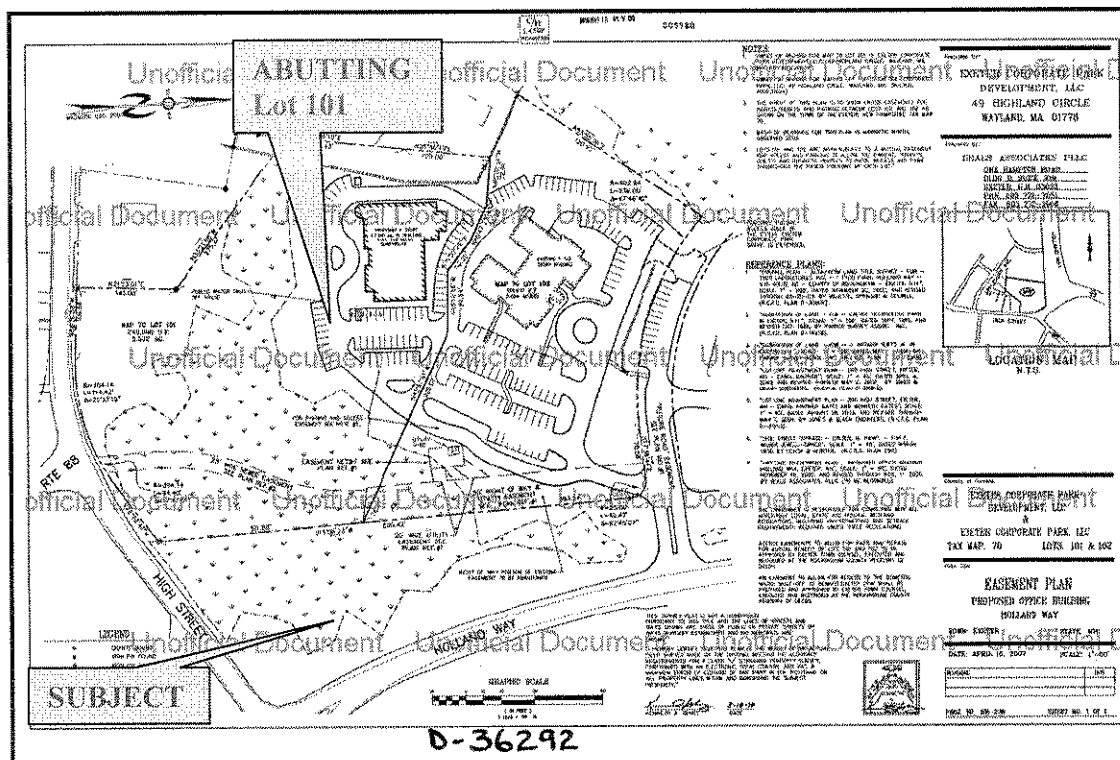
2015. The area is covered by a combination of woods, brush and wetlands vegetation. Electricity, telephone, cable TV, municipal water and sewer are available at the street.

Soils are primarily Woodbridge fine sandy loam, 0% to 8% slopes, very stony.

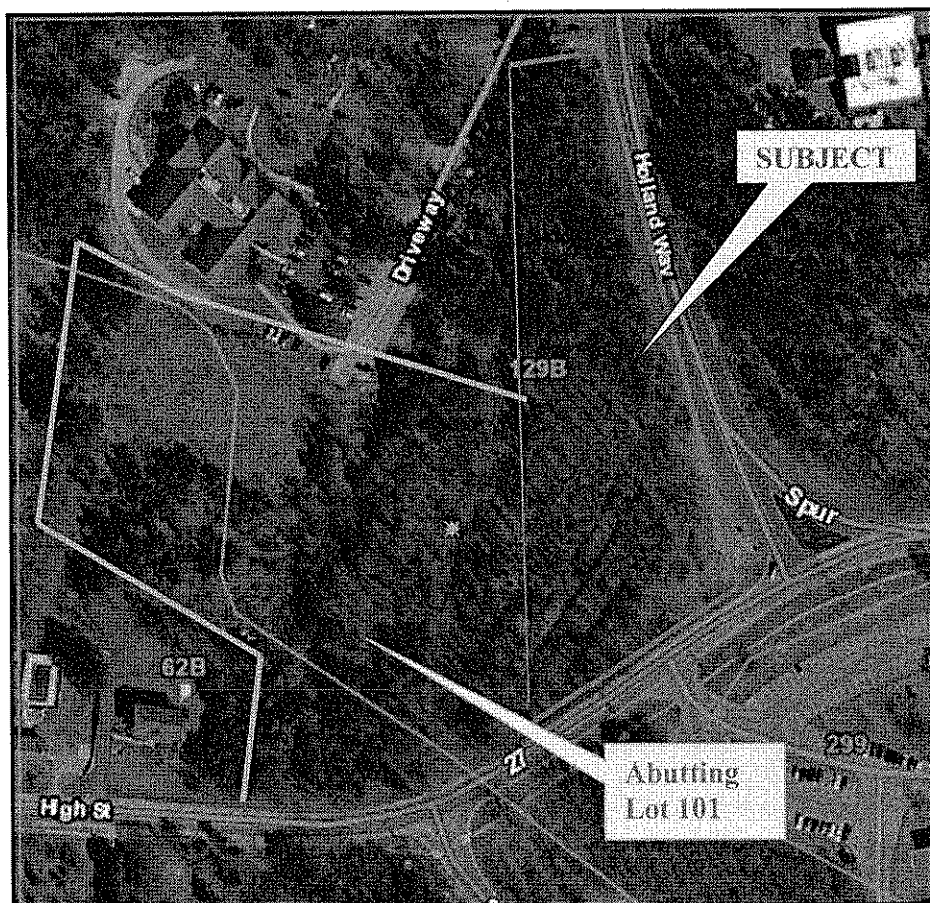
PROPERTY DESCRIPTION - ABUTTING PROPERTY

The abutting property consists of 5.532± acres according to plan D36292 entitled *Easement Plan, Proposed Office Building, Holland Way*, dated April 16, 2007. This property is one of two abutters to the subject area. The site is mostly level in the dry areas and dips down below grade in the wet areas. The site has 317.4± feet of road frontage on Route 27 and 301.88± feet of frontage on the Limited Access Right-of-Way associated with Holland Way. Although this technically makes it a corner lot, from a visibility standpoint, this does not appear to be the case. The subject area is heavily vegetated and shields the abutting site from any visibility from the corner and from Holland Way. The site was reportedly approved for a 27,600 square foot, two story office building to be located in the northwest corner of the site. The soils in this part of the site are the most favorable for building but this area offers no visibility. The irregularly shaped parcel includes about 50% wetlands through the center and eastern portions of the site. A 25 foot wide sewer easement runs from the Route 27 frontage through the eastern wetlands areas to the northern boundary. This site is serviced by electricity, telephone, natural gas, municipal water and sewer.

SITE PLAN D-36292

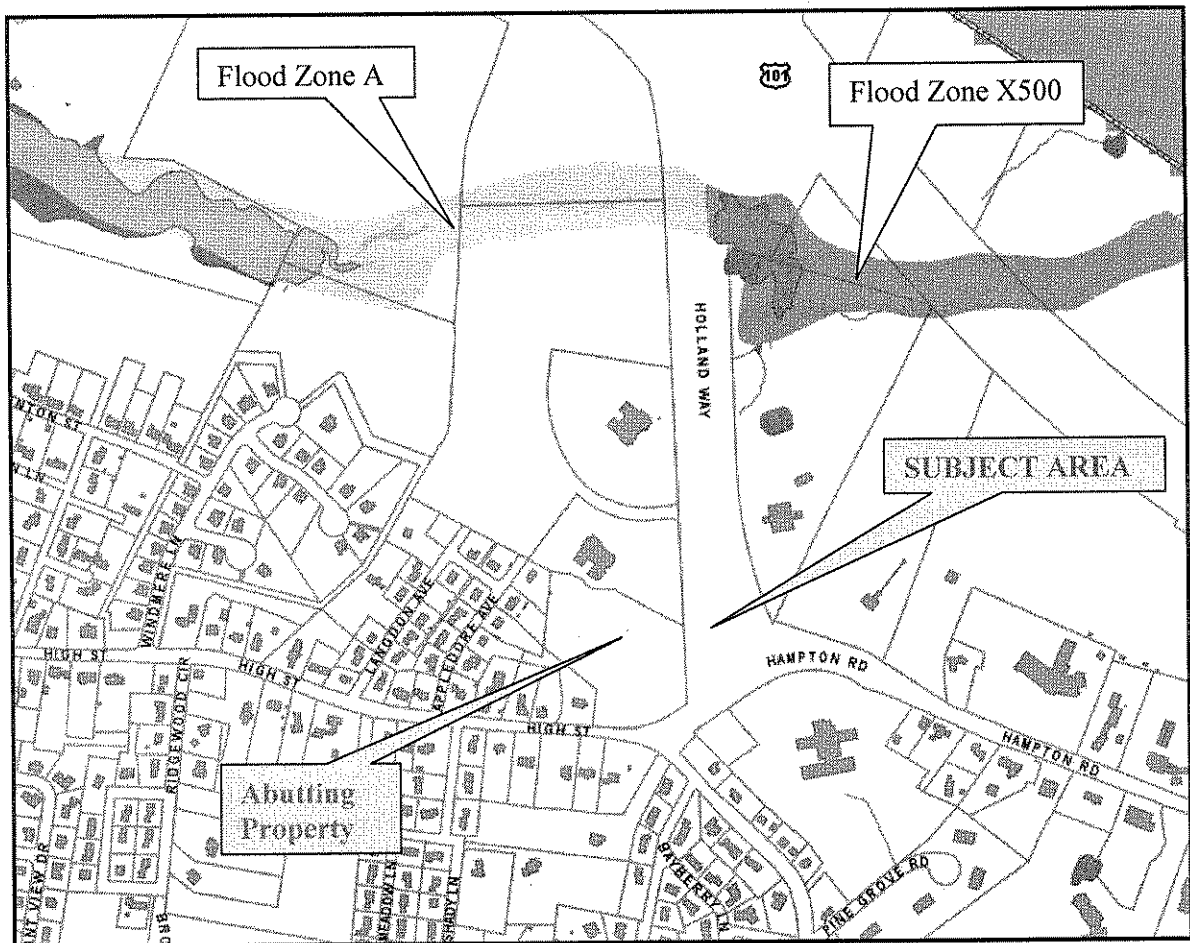


SOILS MAP



| Map Unit Legend | |
|-------------------------|---|
| Rockingham County, N.H. | |
| Map Unit Symbol | Map Unit Name |
| 62B | Charlton fine sandy loam, 3 to 8 percent slopes |
| 129B | Woodbridge fine sandy loam, 0 to 8 percent slopes, very stony |

FLOOD/TAX MAP



EXPOSURE TIME

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

The abutting site would be a relatively attractive office development site due to its location, and available utilities, but it lacks visibility from either road on which it fronts. The proximity to Route 101, Exit 11 is a positive factor. The overall demand for office sites has been very low for the last two decades, with a limited number of exceptions but some recent transactions show that this is beginning to change. Nonetheless, the abutting site would have an estimated exposure time of 1-2 years.

HIGHEST AND BEST USE

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

Subject Area

Characteristics of the subject area that would affect physically possible uses are both configuration and wetlands. The northern end of the area lacks sufficient depth to meet even the front setback requirement, let alone the minimum depth requirement. It is possible, but not certain, that the area could meet the minimum depth requirement if measured at 200 feet north of the intersection of Routes 27 and 88. The wetlands interspersed throughout the subject site pose an additional hurdle. Without additional engineering/permits, it is not clear that the area could support a building improvement.

The subject area is not a lot of record and as such does not enjoy any grandfathered status. The proposed area would be subject to the dimensional requirements for the Professional/Technology Park District, as discussed above. **The area would only be sold under the condition that no access to the site's road frontage on Routes 27 and 88 would be granted.** The restriction against access to Routes 27 and 88 and the lack of the existing right to use the private road at its proposed northern boundary rules out all possibility of the subject site as a stand-alone parcel. As such, the subject area does not represent a buildable parcel on its own and its Highest and Best Use is for assemblage with one of the two lots that abut it, both owned by the same entity.

Abutting Parcel – Lot 101

The abutting parcel consists of an irregularly shaped 5.532± acre lot. The site is mostly level in the dry areas and dips down below grade in the wet areas. The site has 317.4± feet of road frontage on Route 27 and 301.88± feet of frontage on the Limited Access Right-of-Way associated with Holland Way. Although this technically makes it a corner lot, from a visibility standpoint, this does not appear to be the case. The subject area is heavily vegetated and shields the abutting site from any visibility from the corner and from Holland Way. The site was reportedly approved for a 27,600 square foot, two story office building to be located in the northwest corner of the site. The soils in this part of the site are the most favorable for building but this area offers no visibility. The irregularly shaped parcel includes about 50% wetlands through the center and eastern portions of the site. The property is located in Exeter's PP Professional/Technology Park District. Permitted uses include: business, professional and medical offices. All of the permitted uses are represented among the existing uses in the immediate area and there appears to be some demand for more of these property types in this location as abutting parcel's owner is entertaining the possibility of a build to suit situation for a prospective tenant.

Based on surrounding properties and the reported existing approvals for this site, any of the permitted uses are feasible. Therefore, the Highest and Best Use of the abutting site "As Vacant" is concluded to be for office development.

VALUATION

The three traditional approaches to value are the Income Approach, Sales Comparison Approach, and Cost Approach. Since this assignment considers the contributory value of the subject's unimproved 2.1± acre area, the Sales Comparison Approach is the only applicable method of valuation. The Cost Approach and Income Approach are not developed in this appraisal.

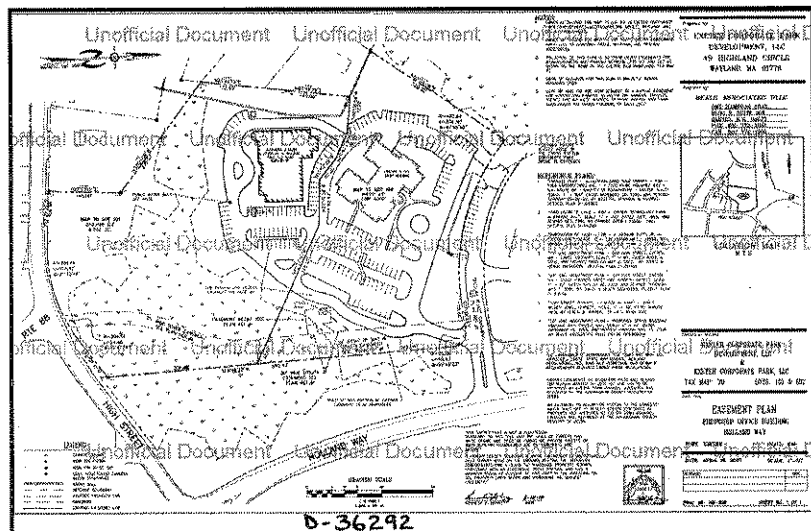
SALES COMPARISON APPROACH

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

Summary of Comparable Land Sale 1 (ABUTTING LOT 101):

Location/Address: 204 High Street (Route 27), Exeter, NH
Grantor > Grantee: Exeter Corporate Park Development, LLC > San Juan Realty Tr of NH
Sale Price / Date: \$325,000 / May 22, 2014
Financing: \$225,000 Provident Bank
Registry Reference: RCRD Book 5532 Page 1851
Site Area: 5.532 Acres
Unit Value: \$58,749 per acre
Frontage: 315.4' on High St(Route 27) and 301.88' on Holland Way
Available Utilities: Municipal water & sewer, electricity, telephone and cable
Zoning / Map Ref: Professional Technology Park / Map 70 Lot 101
Conf. Source / By: Grantor, Grantee, Real Data, easement plan D-36292 / L. Davies
H & B Use at Sale: Office development

Comments: This site has been offered for sale for several years and the asking price was \$600,000 as recently as one year before the sale. The parcel reportedly includes active approvals for a 27,600 SF office building with access through the abutting office site and mutual easements for access and parking. The buyer is the owner of the abutting office building. He reports waiting until the price dropped to an advantageous price and did not have immediate development plans. No abutter premium was paid. The site includes 50%+ wetlands with a sewer easement in the wet area. 2014 Holland Way Traffic count – 4,755 vpd

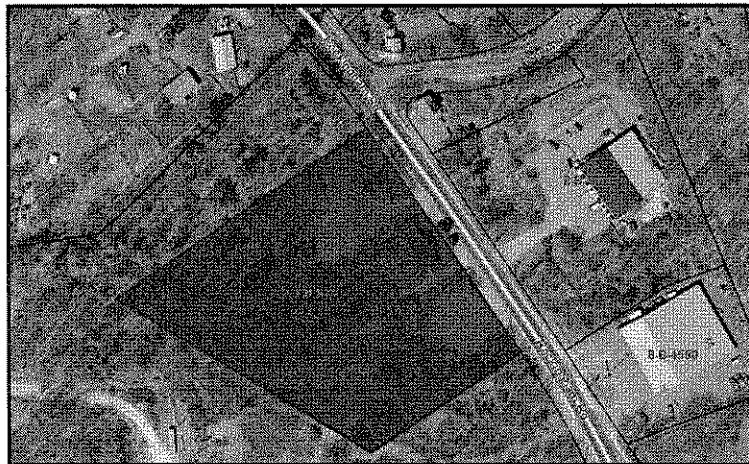


Site Sketch:

Summary of Comparable Land Sale 2:

Location/Address: 183 Rockingham Road (Route 28), Windham, NH
Grantor > Grantee: West-Rock Endowment Association, Inc. > Murray Properties, LLC
Sale Price / Date: \$200,000 / December 15, 2011
Financing: None
Registry Reference: RCRD Book 5271 Page 1480
Site Area: 3.75 Acres
Unit Value: \$53,333 per acre gross, \$61,333 including demolition
Frontage: 428±' on Rockingham Road(Route 2)
Available Utilities: Private well & septic required, electricity, telephone and cable
Zoning / Map Ref: Commercial A District / Map 3 Lot B-625
Conf. Source / By: Grantor, Grantee, Real Data, town officials / T. Hughes
H & B Use at Sale: Commercial development

Comments: This site was improved with a 10,000 SF commercial building in poor condition. The building was demolished subsequent to the sale at a cost of \$30,000, resulting in an effective sale price of \$230,000. The site has a significant area that is below grade and significant wetlands, resulting in 63% of the site being located in the Wetland and Watershed ..Protection District(WWPD), where no improvements are allowed. An existing variance permitted 6,300 of building in the WWPD. After the sale the buyer pursued many more variances and waivers that would not be considered economically feasible by most market participants. Traffic count is 10,815 VPD.

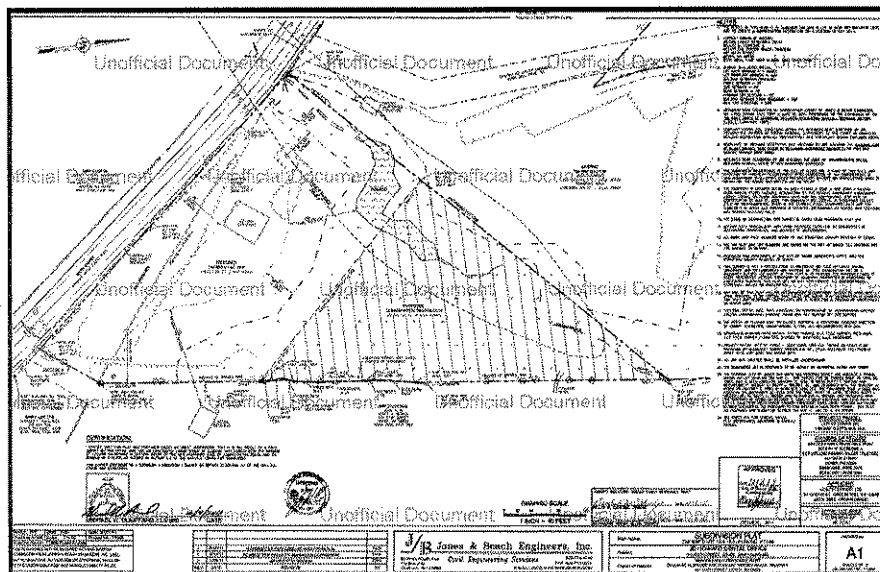


Site Sketch:

Summary of Comparable Land Sale 3:

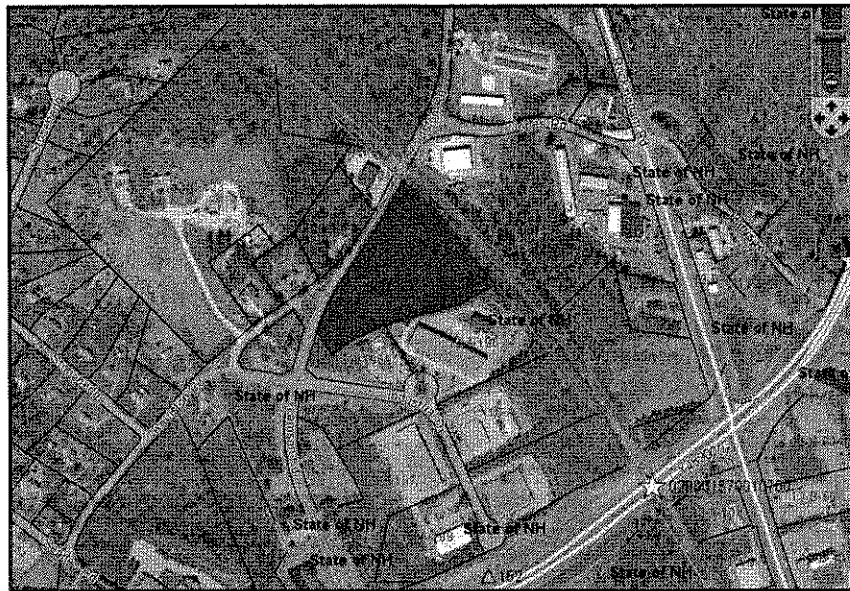
Location/Address: 375 Sixth Street, Dover, NH
Grantor > Grantee: Weeden Family Revocable Trust > LDSJ Holdings, LLC
Sale Price / Date: \$220,000 / October 14, 2011
Financing: Conventional via Optima Bank & Granite State Econ. Development
Registry Ref: SCRD Book 3960 Page 969, Plan 102-68
Site Area: 5.01 acres
Unit Value: \$43,912 per acre gross, \$44,910 including demolition
Frontage: 550' on Sixth Street
Available Utilities: Municipal water and sewer, electricity, telephone and cable;
Zoning / Map Ref: B-4 District / Map D Lot 16 A
Conf. Source / By: Seller Agent, Buyer Agent, Public Records / K. Madden
H & B Use at Sale: Service/Office Development
Comments: This lot was subdivided from a 32 acre parcel. A conservation easement was placed on the rear 2.04 acres. Extensive wetlands further reduce the lot's utility, leaving 2± acres buildable area at the front. The site was developed with a 5,544 SF dental office. A large barn in poor condition was razed at an estimated cost of \$5,000. The lot has good highway access and is near large office developments such as Liberty Mutual and Measured Progress. 2014 traffic count 9,700.

Site Sketch:



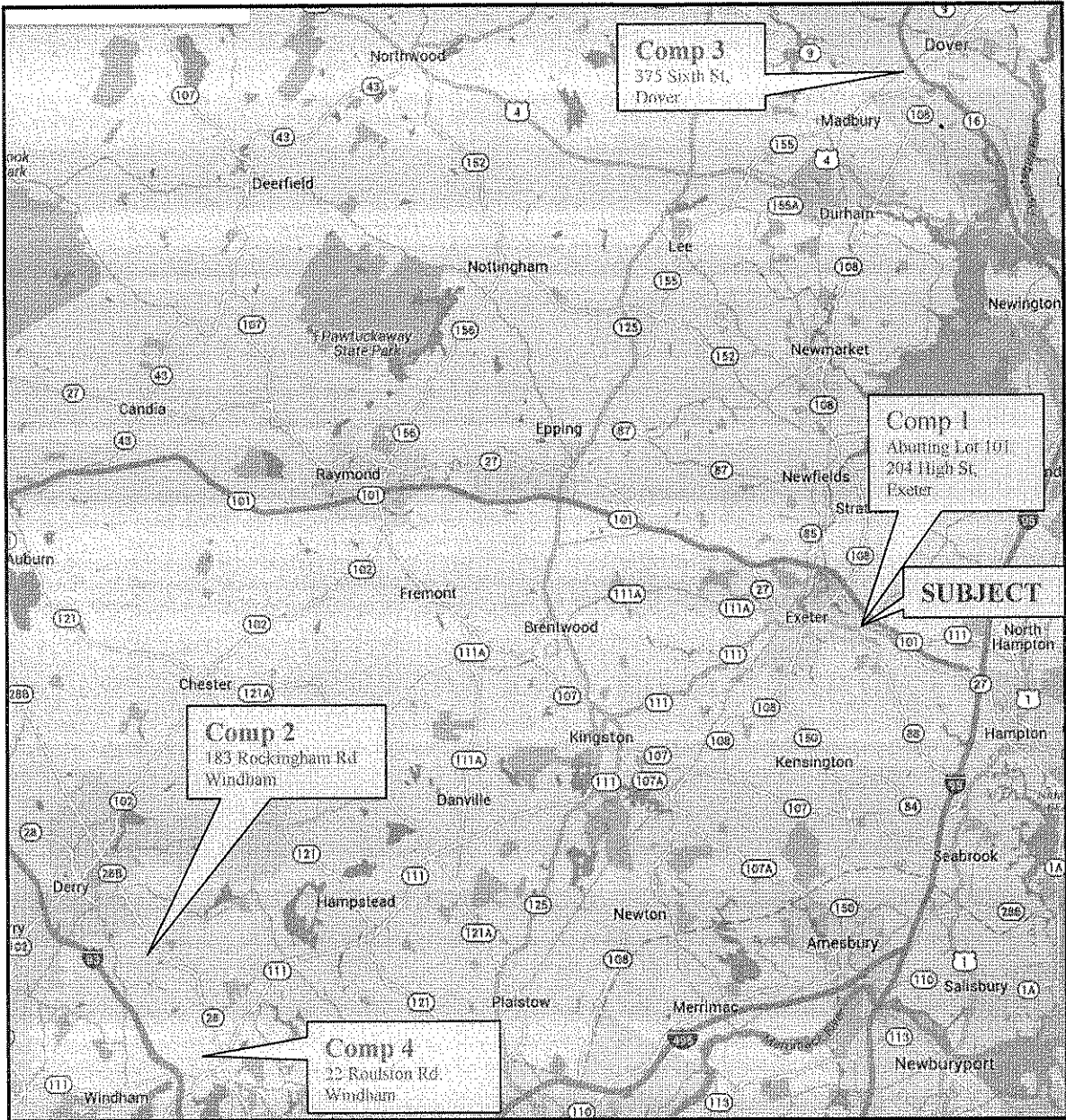
Summary of Comparable Land Sale 4:

Location/Address: 22 Roulston Road, Windham, NH
Grantor > Grantee: Stephen P. Lindholm > 22 Roulston Road, LLC
Sale Price / Date: \$625,000 / November 2, 2011
Financing: None
Registry Reference: RCRD Book 5260 Page 2673
Site Area: 7.12 Acres
Unit Value: \$87,781 per acre gross, \$89,185 including demolition
Frontage: 808.5±' on Lamson and Roulston Roads
Available Utilities: Private well & septic required, electricity, telephone and cable at street
Zoning / Map Ref: Limited Industrial District / Map 13 Lot A-90
Conf. Source / By: Grantor, Grantee, Real Data, town officials / T. Hughes
H & B Use at Sale: Commercial development
Comments: This site was improved with a Single Family residence. The building was demolished subsequent to the sale at an estimated cost of \$10,000, resulting in an effective sale price of \$635,000. The property was purchased for the 2012 construction of a 21,000 SF corporate headquarters office for Medicus Health Care. The topography of the site slopes up above road grade and then levels off. The site abuts a State owned rail trail corridor to the northeast.



Site Sketch:

SALES LOCATION MAP



COMMERCIAL LAND SALES ANALYSIS

Office sites are typically marketed and sold on a per acre basis. As a result, the abutting property site and the comparable sales are analyzed on a price per acre basis. The comparable sales were selected based on their suitability as office sites. Each of the sales are compared to the abutting site and adjusted for the following factors: property rights, financing terms, buyer/seller motivation, expenditures immediately after sale, date of sale, location/traffic count, zoning, available utilities, physical characteristics and site size.

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

TRANSACTIONAL ADJUSTMENTS

Property Rights Conveyed

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

Financing

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

Motivation

Comparable Land Sale 1 was purchased by the owner of the abutting property. Sale 1 and the property that abutts it are both abutting properties to the subject area. Sale 1 had been on the market for several years for \$600,000 and above. It was acquired by the owner of the abutting office building when the asking price dropped to the point where the abutter felt he was getting a good deal. He had no immediate plans for the site. Demand for office land had been weak for quite a long time, resulting in the price drop. As a result, Sale 1 was not adjusted for atypical buyer/seller motivation.

Expenditures Immediately After Sale

It is necessary to adjust for costs the buyer realizes right after the purchase which make the comparable more similar to the property under analysis. Sales 2, 3 and 4 required the demolition of existing improvements to make the sites ready for commercial development. The cost of the demolition is added to the purchase price, as the subject does not require such expenditure to be ready for development.

Date of Sale

The sales presented occurred between November 2011 and May 2014. There has not been sufficient office land sales activity locally to establish a broad trend, but some increased

activity is present in this submarket. It is unclear how much of the price variation between the sales used in this analysis is attributable to changes in market conditions over the time period. Due to the lack of a clear trend, the sales have not been adjusted for changes in market conditions. All further adjustments to the sales will be based on the adjusted price.

PROPERTY ADJUSTMENTS

Location

Location is an important factor affecting property values. The abutting property has a location influenced by good access, and a concentration of compatible surrounding commercial development, including surrounding corporate, medical and professional office uses as well as some other commercial development. The comparable sales were selected for their similar locational characteristics, ie., their suitability as an office location. All of the Sales are similar to the subject property, in that they are in accessible locations suitable for office development, but not necessarily visible to traffic. Sale 1 is the recent sale of the abutting property, itself, and will be used to pair with each of the other comparable sales to derive the net adjustment warranted. The net adjustment will be allocated between the various areas of differences between the abutting property and the other Sales.

Sale 2 requires a net adjustment of -4.2%, rounded to -5%, when paired with Sale 1. Sale 2 is directly accessible and visible from a state route and is located in a community of overall higher property values but lacks the density and quality of surrounding commercial/office development found in the subject neighborhood. Although these factors are somewhat off-setting, a -10% adjustment is applied to Sale 2 for its superior visibility and traffic count.

Sale 3 requires +30.8% net adjustments, rounded to +30%, when paired with Sale 1. Sale 3 is not on a State route but has a fairly strong traffic count, very good accessibility to the Spaulding Turnpike and a strong density of quality office development in the immediate vicinity. It is adjusted -5% for its superior visibility and location.

Sale 4 requires -34.1% net adjustment, rounded to -35%, when paired with Sale 1. Sale 4 has very good accessibility to Interstate 93 as well as to State Routes 28 and 111. It is located in an office/industrial area with low visibility to vehicular traffic. This is off-set by Windham's overall higher level of property values, resulting in no adjustment for location. The net adjustment of -35% will be allocated between other differing factors in the analysis.

Zoning

The abutting property is located in the Professional/Technology Park District, where permitted uses are limited to office uses. Sales 2, 3 and 4 are located in more liberal commercial/industrial districts that allow some retail development. Adjustments of -10% are allocated to each of these Sales to account for their superior zoning.

Utilities

The abutting site and Sales 1 and 3 all benefit from access to municipal water and sewer, while Sales 2 and 4 require on-site well and septic systems. The cost associated with the installation of these systems as well as the site limitations they impose require an adjustment to these Sales. An upward adjustment of 10% has been applied to Sales 2 and 4.

Physical Characteristics

The abutting site consists of a relatively level site with significant wetlands. Sale 1 is a recent sale of the abutting lot and therefore requires no adjustments for physical characteristics. Sales 2 and 3 include significant wetlands also, in addition to being interior lots, another inferior in physical characteristic. In addition, Sale 3 has over 40% of its total site area encumbered by a conservation easement. An adjustment of +15% of the total difference is applied to Sale 2 and +45% is allocated to Sale 3 for inferior physical characteristics. Although Sale 4 is not located on a corner, it has extensive frontage and slopes upward gently from the road, affording very good visibility. It has no wetlands or other conditions adverse for building. A downward adjustment of 40% is allocated to adjust for these superior site characteristics.

Site Size

Sales 1 and 4 are quite similar to the abutting property in terms of site size and do not warrant adjustment. Sale 2 is smaller, at 3.75 acres. With land, site size tends to have an inverse relationship with price per acre. Sale 2 is allocated a -10% adjustment of the total difference derived above for its smaller site size. Sale 4 is larger at 7.12 acres and is adjusted up by 5% for its larger site size.

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

| Comparable Commercial Land Sale Grid- "As Is" | | | | | | | | | |
|---|---|---|------------|---|------------|--|------------|---|------------|
| Item | Abutting Lot 101 | Commercial Land Sale 1 | | Commercial Land Sale 2 | | Commercial Land Sale 3 | | Commercial Land Sale 4 | |
| Location | 204 High Street Routes 27 & 88 Exeter | 204 High St. (Abutting Lot 101) Routes 27 & 88 Exeter | | 183 Rockingham Road Route 28 Windham | | 375 Sixth Street Dover | | 22 Roulston Road Windham | |
| Effective Sales Price | Estimate | | \$325,000 | | \$200,000 | | \$220,000 | | \$625,000 |
| Price Per Acre | | | \$58,749 | | \$53,333 | | \$43,912 | | \$87,781 |
| Data Source | | Public Records/Buyer | | Public Records/Buyer | | Public Records/Appraisal/Buyer | | Public Records/Buyer | |
| Motivation | | Abutter purchase | | Arm's-length | | Arm's-length | | Arm's-length | |
| Expenditures Immediately After Sale | | | | 10,000 SF comm. Bldg. demolished | \$30,000 | Large barn demolished | \$5,000 | Sing.-Fam. Home demolished | \$10,000 |
| | | Description | Adjustment | Description | Adjustment | Description | Adjustment | Description | Adjustment |
| Date of Sale | | 5/22/2014 | | 12/16/2011 | | 4/9/2012 | | 11/2/2011 | |
| Adjusted Price | | | \$325,000 | | \$230,000 | | \$225,000 | | \$635,000 |
| Total Site Area (Acres) | 5.532 | 5.532 | | 3.750 | | 5.010 | | 7.120 | |
| Adjusted Price Per Acre | | | \$58,749 | | \$61,333 | | \$44,910 | | \$89,185 |
| Location/Traffic count | Good/4,755 | Good/4,755 | | Good/10,815 | | Good/9,700 | | Good/minimal | |
| Zoning | Professional/ Technology Park | Professional/ Technology Park | | Commercial A | | B-4 Hotel/Retail | | Limited Industrial | |
| Utilities | Mun. Water & Sewer | Mun. Water & Sewer | | Well & Septic required | | Mun. Water & Sewer | | Well & Septic required | |
| Physical Characteristics | Corner Level Substantial wet | Corner Level Substantial wet | | Interior lot Part below grade Substantial wet | | Interior lot 2.04 A cons.esmt. Substantial wet | | Extensive frontage Dry and above grade | |
| Site Size | 5.532 | Same | | Smaller | | Similar | | Larger | |
| Net Adjustments | | | +0% | | -5% | | +30% | | -35% |
| Indicated Price per Acre | | | \$58,749 | | \$58,267 | | \$58,383 | | \$57,971 |
| <div> <div>Low</div> <div>\$57,971</div> </div> <div> <div>Mean</div> <div>\$58,342</div> </div> <div> <div>High</div> <div>\$58,749</div> </div> | | | | | | | | | |

RECONCILIATION – “AS IS”

In this analysis, the indicated values range from \$57,971 to \$58,749 per acre with a mean of \$58,342. This is a very tight range of value indicators. Sale 1 is the recent sale of the abutting lot itself, warranting the most weight in this analysis. Sales 2, 3 and 4 represent good indicators of value for office sites in similar communities. Based on the preceding research and analysis, it is concluded that the abutting site warrants a value opinion via the sales comparison approach of **\$58,500 per acre**, as follows:

$$\begin{aligned} \$58,500 \text{ per acre} \times 5.532\pm \text{ acres} &= \$323,622 \\ \text{Rounded} &= \mathbf{\$325,000} \end{aligned}$$

“AS IF ASSEMBLED” VALUATION

In the hypothetical “As If Assembled” scenario, the abutting site consists of 7.623± acres. The site’s Highest and Best Use remains the same as in the “As Is” scenario and the proportion of wetlands also remains about the same. The only measurable difference in the analysis is the difference in site area and the potential for greater visibility from the road, although clearing in the wetlands may not be feasible. These differences are not significant enough to alter the concluded price per acre.

Based on the foregoing, the unit value conclusion for the “As If Assembled” scenario is the same as in the “As Is” scenario, \$58,500 per acre. Therefore, the indicated site value of the fee simple interest in the “As If Assembled” scenario is calculated as follows:

$$\begin{aligned} \$58,500 \text{ per acre} \times 7.623\pm \text{ acres} &= \$445,946 \\ \text{Rounded} &= \mathbf{\$445,000} \end{aligned}$$

CONCLUSION AND FINAL VALUE ESTIMATES

Based on an analysis of the best available comparable sales, the estimated contributory value of the fee simple interest of the subject 2.1 acre area, as of September 1, 2015, is:

| | |
|------------------------------------|--------------------------|
| "As If Assembled" Valuation | \$445,000 |
| "As Is" Valuation | <u>-\$325,000</u> |

Contributory Value of the State Owned Parcel \$120,000

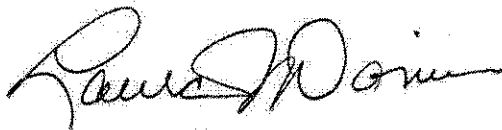
The contributory value calculated above reflects the value added by the property owner through what is in effect an assemblage. There are transaction costs such as the engineering costs, as well the time and effort to accomplish the subdivision that should be considered. These factors are estimated to warrant a \$10,000 reduction in the subject property's contributory value estimate, calculated below.

| | |
|--|------------------|
| Estimated Contributory Value | \$120,000 |
| Less: Estimated Subdivision Costs | <u>\$10,000</u> |
| Final Contributory Value Estimate | \$110,000 |

Appraisal Certification

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

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



Laura J. Davies, NHCG #529
Appraisal Supervisor

October 1, 2015

Date

Legal Description

This parcel was acquired by the NHDOT in 1959 for the construction of an interchange for NH Route 88 through this area. The reference project is Stratham – Exeter FA S220(1), P-3381. A legal description of the proposed subject is not yet available.

Appraiser Qualifications

Appraiser Qualifications

LAURA J. DAVIES

Certified General Appraiser No. NHCG-529

Background Summary

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

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

Education

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

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

National Association of Realtors

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

Massachusetts Board of Real Estate Appraisers – Standards of Professional Practice

– Attacking & Defending an Appraisal in Litigation

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

JMB Real Estate Academy – Advanced Income Property Appraisal

The Beckman Company - The Technical Inspection of Real Estate

LeMay School of Real Estate – Federal Land Acquisition Appraising

Beyond Paired Sales

Estimating Property Damage

Appraisal University – Practical Application of the Cost Approach

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

Certified Public Manager Program – On-going

Qualified Expert Witness

New Hampshire Superior Court

New Hampshire Board of Land and Tax Appeals

United States Bankruptcy Court, Boston, MA and Portland, ME

Professional Experience

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

Professional Affiliations

Certified General Real Estate Appraiser – New Hampshire
Licensed Real Estate Salesperson – Massachusetts 1985-1986
Vice-Chair – Exeter Zoning Board of Adjustment

STATE OF NEW HAMPSHIRE
INTER-DEPARTMENT COMMUNICATION

LRCP 15-038

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

DATE: October 29, 2015

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

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

TO: Representative Gene Chandler, 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 consisting of 2.6 +/- acres located between the easterly side of Timber Swamp Road and the Westerly side of Interstate 95 in the Town of Hampton directly to the New Hampshire Department of Administrative Services for \$321,100.00 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 New Hampshire Department of Administrative Services, for the opportunity to acquire a 2.6 +/- acre parcel of State owned land located between the Easterly side of Timber Swamp Road and the Westerly side of Interstate 95 in the Town of Hampton.

This parcel consists of property acquired in 1949 and 1973 in connection with the construction and widening of Interstate 95. This parcel is a combination of surplus property, a portion of a Turnpike maintenance facility and a portion of the Limited Access Right of way of Interstate 95, as now travelled.

Conditions of this sale would include:

- o No access will be allowed through this parcel to Interstate 95.
- o The purchaser of this parcel would at their expense have a survey plan prepared by a Licensed Land Surveyor describing the parcel being sold, and record this plan at the Rockingham County Registry of Deeds. The Department will use this plan to prepare deeds for the sale of this parcel.

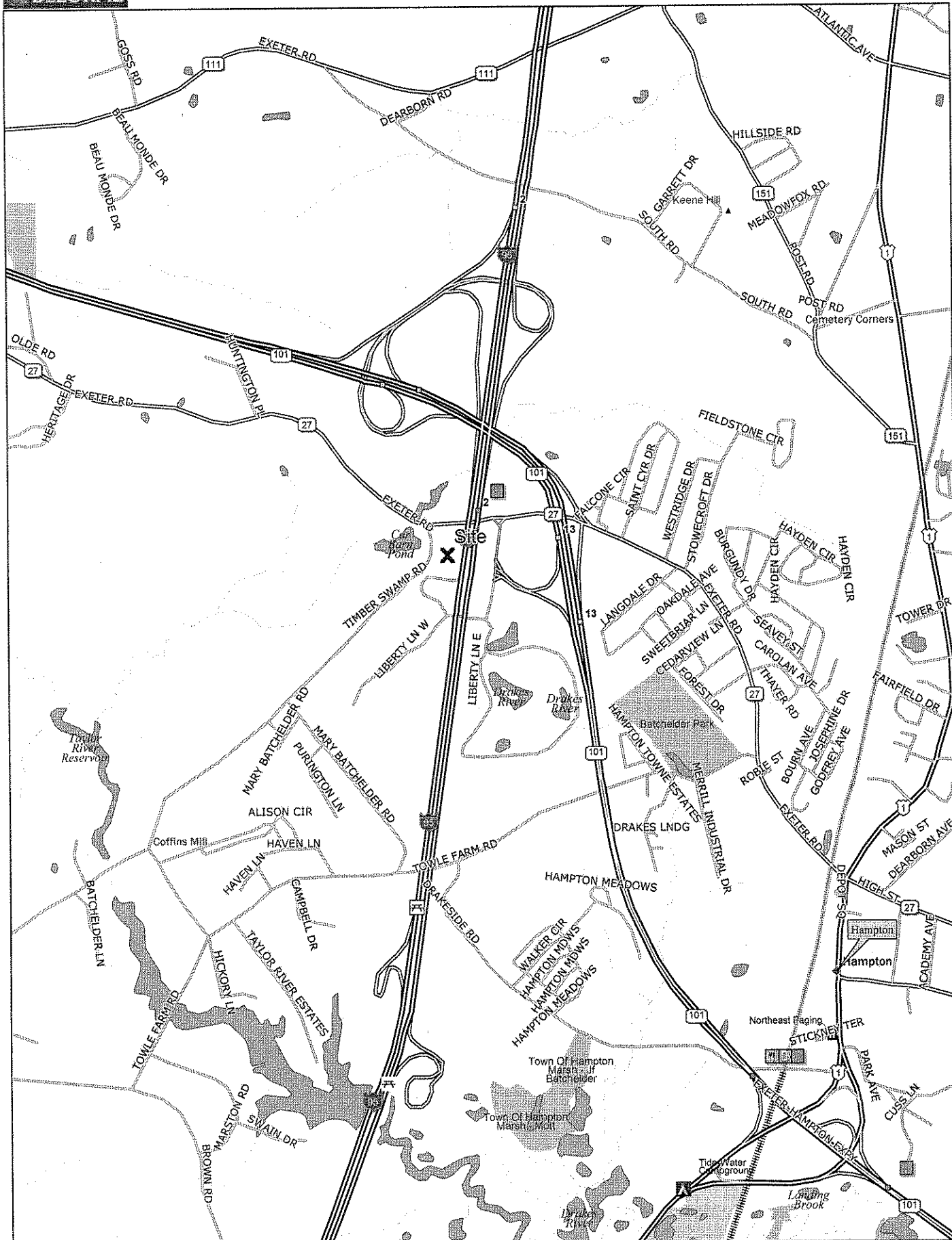
This request has been reviewed by this Department and it has been determined that this parcel is surplus to our operational needs and interest.

An appraiser from the appraisal firm, Fremereau Appraisal, Inc. completed an appraisal report for the subject property on behalf of the Department for the purpose of establishing a fair market value for this parcel. The appraiser used five (5) sales in Hampton and surrounding towns as comparables. Based upon the analysis and adjustments of those sales, it was felt that a reasonable contributory value for the subject as of June 17, 2015 to be \$320,000.00.

The Department proposes to offer the sale of this parcel to the New Hampshire Department of Administrative Services for \$321,100.00, which includes an Administrative Fee of \$1,100.00.

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

CRS/PJM/jl
Attachments



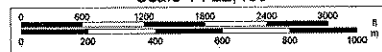
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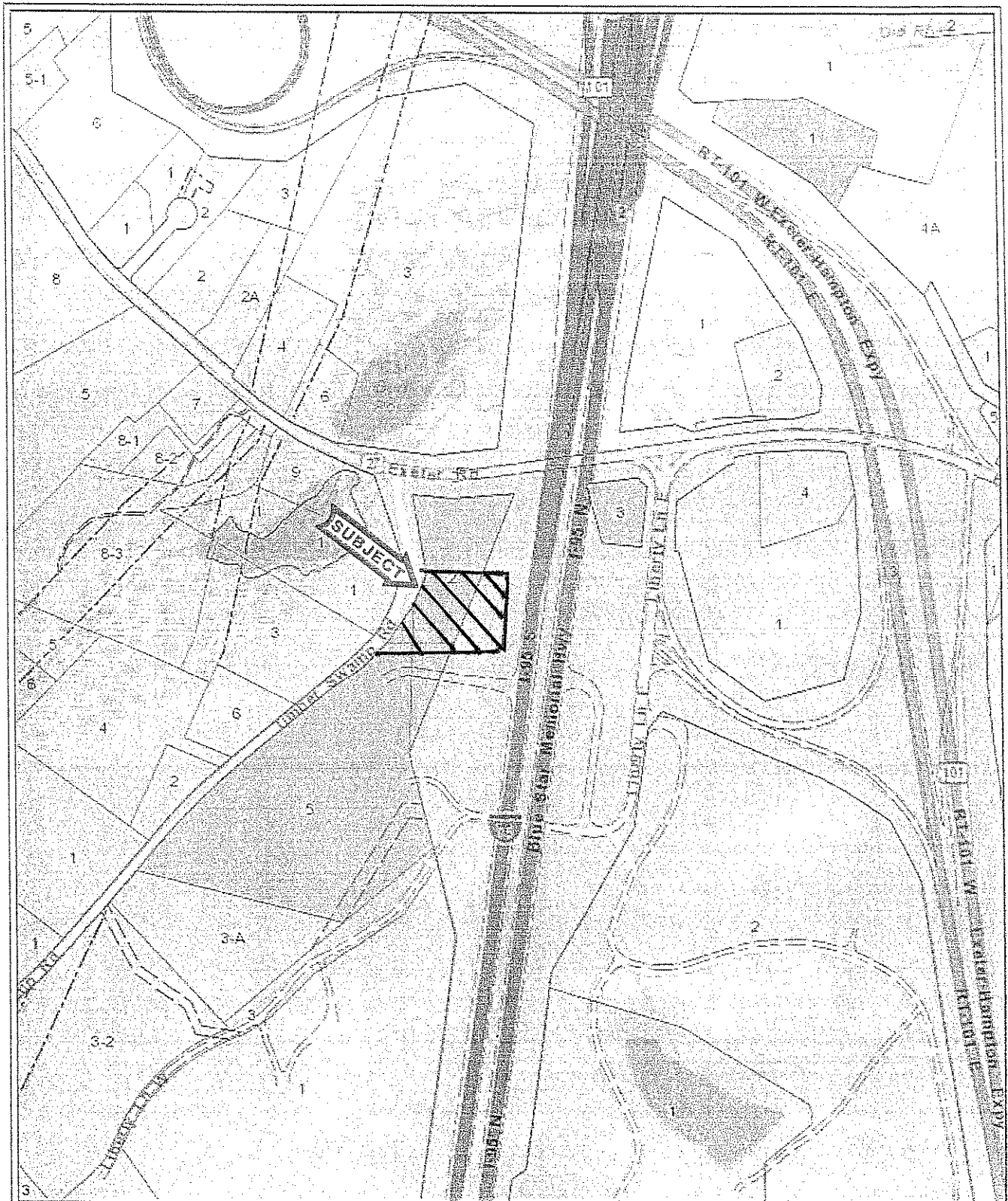


Scale 1 : 22,400



1" = 1,866.7 ft

Data Zoom 13-2



Tax Exempt Map
 1 Timber Swamp Rd, Hampton, NH
 1 Inch = 515 Feet
 July 08, 2015



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

www.cai-tech.com
 CAI Technologies

APPRAISAL REPORT

OF

PROPOSED HAMPTON COURTHOUSE PROJECT, RFP #15-04
PROPERTY OF STATE OF NEW HAMPSHIRE
TIMBER SWAMP ROAD (TAX MAP 66 LOTS 2 & 5) AND
A PORTION OF THE I-95 LAROW
HAMPTON, NEW HAMPSHIRE

PROPERTY TYPE: VACANT LAND

FREMEAU FILE NO: 6.155

PREPARED FOR

STEVE BERNARD
CHIEF RIGHT OF WAY APPRAISER
7 HAZEN DRIVE
CONCORD, NEW HAMPSHIRE 03302-0483

PREPARED BY

FREMEAU APPRAISAL, INC.
11 STARK STREET
MANCHESTER, NEW HAMPSHIRE

EFFECTIVE DATE – JUNE 17, 2015

FREMEAU APPRAISAL, INC.

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DEPT. OF TRANSPORTATION
RIGHT-OF-WAY

July 14, 2015

AUG 05 2015

RECEIVED

Steve Bernard
Chief Right Of Way Appraiser
New Hampshire Department of Transportation
7 Hazen Drive
Concord, New Hampshire 03302-0483

Re: Proposed Hampton Courthouse
NH DOT RFP #15-04
Property of the State of New Hampshire and the I-95 LAC Right-Of- Way
Timber Swamp Road
Hampton, New Hampshire
Fremeau File No:6.155

Dear Mr. Bernard:

We have prepared the attached Appraisal Report of the fee simple interest of the above referenced property with an effective date of June 17, 2015, the date the property was inspected by Joseph E. Fahey III. Research was completed and the report was prepared in June/July 2015.

The property, which hereinafter is referred to as the subject, consists of a yet to be subdivided 2.66±-acre irregular shaped vacant parcel located on the eastern side of Timber Swamp Road, with the reconfigured I-95 Limited Access Right-Of-Way (LAROW) along its eastern boundary, the Exit 1 Park N' Ride lot (remnant of Map 66, Lot 2) along its northern boundary and the NHDOT's Department of Maintenance & Highways (Map 66, Lot 5) along its southern boundary.

The purpose of this appraisal is to estimate the market value of the yet to be subdivided 2.66± acre industrial zoned lot. According to Mr. Bernard of the NHDOT, the lot will be created by subdividing portions of Map 66, Lots 2 & 5, owned by the State of New Hampshire, and realigning the western boundary of the I-95 Limited Access Right-Of- Way. No detailed plans were provided for this assignment. It is a **Hypothetical Condition** of this report that Map 66, Lot 2 (4.2± acres) and Lot 5 (14.69± acres) will be subdivided and unspecified portions of these lots will be consolidated with an unspecified portion of the western portion of the I-95 Limited Access Right-Of- Way to form the 2.66± acre industrial zoned lot with access from Timber Swamp Road that is to be the future home of the Hampton Courthouse.

This appraisal was prepared in conformance with Standards Rule 2-2(a) of the 2014-2015 Edition of the Uniform Standards of Professional Appraisal Practice (USPAP), New Hampshire Department of Transportation Right-of-Way Manual's Appraisal Standards and Reports Section, and the Uniform Appraisal Standards for Federal Land Acquisition (2000 Edition).

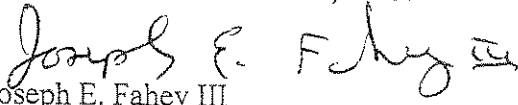
Your attention is called to the Assumptions and Limiting Conditions included in the Addendum of this report and the Hypothetical Condition, which are integral parts of the analysis.


Attached is the Appraisal Report which describes our investigation and analyses, together with the Certification, Basic Assumptions and Limiting Conditions and Hypothetical Condition. Based on this analysis, it is our opinion that the market value of the Fee Simple interest of the hypothetical 2.66± acre property on the east side of Timber Swamp Road (known as the Proposed Courthouse Parcel) in Hampton, NH, as of June 17, 2015 is

THREE HUNDRED TWENTY THOUSAND DOLLARS \$320,000

Respectfully submitted,

FREMEAU APPRAISAL, INC.


Joseph E. Fahey III
NHCG-103


Joseph G. Fremeau, MAI
NHCG-89
President

FREMEAU APPRAISAL, INC.

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SUMMARY OF SALIENT FACTS

NHDOT Parcel: NH DOT RFP #15-04

Location: East side of Timber Swamp Road, Hampton, NH
(portions of Tax Map 66, Lots 2 & 5 and the I-95 Limited Access Right-Of-Way which will be realigned)

Owner of Record: State of New Hampshire

Land Area: Hypothetical 2.66± acres

Improvements: None

Zoning: Industrial

Flood Zone: Zone X, an area of minimal flooding

Current Occupancy: Vacant Land

Total Assessed Value: Land (Assessed Value.....N/A

Highest and Best Use: Industrial/office/ municipal development

Appraisal Purpose: To estimate the market value of the fee simple interest of the hypothetical 2.66± acre lot as a result of subdividing and consolidating unspecified portions of Map 66, Lots 2 & 5 and the I-95 Limited Access Right-Of- Way, which will be realigned.

Hazardous Waste: No investigation has been made as to the possibility of hazardous substances on the property. For the purpose of this appraisal, it is assumed that none exist.

Cost Approach:N/A

Income Approach:N/A

Sales Comparison Approach:\$320,000

Estimated Market Value:\$320,000

Date of Report: July 14, 2015

Date of Inspection: June 17, 2015

Effective Date of Appraisal: June 17, 2015, the date of inspection by Joseph E. Fahey III.

Date Report Written: June/July 2015

Appraisers: Joseph E. Fahey III
NHCG-103

Joseph G. Fremeau, MAI
NHCG-89
President

IDENTIFICATION OF THE REAL ESTATE

The subject property is identified by the Town of Hampton as unspecified portions of 1 Timber Swamp Road (Tax Map 66 as Lot 2), 2 Liberty Lane West (Map 66, Lot 5) and the I-95 Limited Access Right of Way which will be realigned. Copies of the legal descriptions (Map 66, Lots 2 & 5) are included in the addendum to this report.

HISTORY OF CONVEYANCES

The State of New Hampshire acquired the subject property in a reportedly arm's length transaction as recorded in the Rockingham County Registry of Deeds (RCRD) as follows:

| | |
|-------------|-----------------------------|
| Grantor: | Edwin and George Batchelder |
| Date: | May 16, 1949 |
| Deed Type: | Warranty |
| Book/Page: | 1131/253 |
| Sale Price: | Unknown |

The subject property appears to be a portion of the above described transaction. There have been no known conveyances of the subject property since the above transaction, and it is our understanding that the property has not been recently marketed for sale.

PURPOSE OF THE APPRAISAL

The purpose of this appraisal is to estimate the market value of the fee simple interest of the hypothetical 2.66± acre unimproved lot.

INTENDED USE/USER OF THE REPORT

This appraisal is intended to provide information to the New Hampshire Department of Transportation (NHDOT) to assist the NHDOT in its determination of the property's value for a potential sale for a new courthouse. Its use by others for any purpose is not authorized by Fremeau Appraisal, Inc.

FREMEAU APPRAISAL, INC.

EFFECTIVE DATE OF THE APPRAISAL

The effective date of the appraisal is June 17, 2015, the date of inspection by Joseph E. Fahey III; Joseph G. Fremeau did not inspect the property; research was completed and the report was prepared in June/July 2015. The date of the report is July 14, 2015.

DEFINITION OF MARKET VALUE

Market value is defined as "the amount of 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."

Source: Uniform Appraisal Standards for Federal Land Acquisitions developed, promulgated and adopted by the Interagency Land Acquisition Conference; 2000 Edition; Section A-9; Page 13

The above definition of market value, required by the Uniform Appraisal Standards for Federal Land Acquisition is not "linked" to a specific "exposure time" and "marketing time" estimates as required by the Uniform Standards of Professional Appraisal Practice¹; therefore, the **Jurisdictional Exception Rule** was invoked and opinions of reasonable exposure and marketing times were not included.²

PROPERTY RIGHTS APPRAISED

This is an appraisal of the fee simple estate. The term fee simple estate is defined in The Dictionary of Real Estate as "absolute ownership unencumbered by any other interest or estate; subject only to the limitations imposed by government powers of taxation, eminent domain, police power and escheat."

¹ Appraisal Standards Board, Uniform Standards of Professional Appraisal Practice (Washington, DC 2002), SR1-2 & 2-2, and Statement 6.

² Uniform Appraisal Standards for Federal Land Acquisitions (Washington DC 2000, A-9)

ASSUMPTIONS AND LIMITING CONDITIONS

General Assumptions and Limiting Conditions applicable to this appraisal are included in the Addendum. In particular, the value arrived at in this appraisal assumes that no hazardous waste or environmental problems associated with hazardous waste are present on the subject property or on the abutting properties that would impact the subject property.

It is a **Hypothetical Condition** of this report it is assumed that Map 66, Lot 2 (4.2± acres) and Lot 5 (14.69± acres) will be subdivided and unspecified portions of these lots will be consolidated with an unspecified portion of the western portion of the I-95 Limited Access Right-Of- Way to form a hypothetical 2.66± acre industrial zoned lot with access from Timber Swamp Road that is to be the future home of the Hampton Courthouse. Should the size vary significantly, there may be a direct impact on the value conclusion.

COMPETENCY STATEMENT

Fremeau Appraisal, Inc. concentrates its practice in the appraisal of residential, commercial, industrial, special purpose and development properties throughout New Hampshire. The qualifications of the appraisers who prepared this report are included in its Addendum.

SCOPE OF THE ASSIGNMENT

The preparation of this appraisal consisted of:

- Inspection of the subject property (unaccompanied) on June 17, 2015 by Joseph E. Fahey III. Joseph G. Fremeau did not inspect the property.
- Research and collection of data related to market conditions as of the appraisal date;
- Some degree of due diligence to determine the existence of adverse conditions;
- Discussions with Steve Bernard, Chief Right of Way Appraiser for the NHDOT;
- Review of records on file at the town of Hampton's Assessor and Planning Offices;
- Review of Aerial Plan entitled "Proposed Hampton District Courthouse Location – Proposed Lot Configuration," prepared by State of New Hampshire Department of Transportation, Bureau of Public Works, dated 4/30/15;
- Highest and Best Use analysis;
- Research, review and analysis of comparable land sales;
- Development of a Sales Comparison Approach;
- Arriving at a value conclusion and writing this report.

AREA ANALYSIS

The town of Hampton is located on New Hampshire's seacoast approximately midway between Portland, Maine (55 miles to the north), and Boston, Massachusetts (45 miles to the south). Hampton is approximately 10 miles south of Portsmouth and 35 miles east of Manchester, New Hampshire's largest city. It is also one of the few New Hampshire communities with direct access to the Atlantic Ocean. The coastline area, known as Hampton Beach, is a major resort area in the state, and one of the most visited in New England, north of Cape Cod. The community is heavily affected by the recreational opportunities that this ocean frontage provides as evidenced by the large volume of tourism and seasonal traffic.

Hampton is easily accessed from various points. Interstate I-95 extends through the western part of the town in a north/south direction providing direct access to points in Maine to the north and Massachusetts to the south. The Exeter-Hampton Expressway (now Route 101 but f/k/a Route 51) spans the central portion of the Town of Hampton in a west to east direction and is a major commuter route connecting with the greater Manchester area. Route 1, the major commercial artery in the community, extends through the town's center in a north/south direction. Route 1A, also known as Ocean Boulevard, follows the Atlantic coastline in a north/south direction.

The region is the most populated in the state. Rockingham and Hillsborough counties, situated in the southern section of the state, have been the areas of heaviest growth. Population growth in Hampton, neighboring communities, and Rockingham County was explosive between 1970 and 1990, more or less. During the last decade evidence emerged to indicate that this growth trend had slowed, likely due in part to slow economic conditions during this time period resulting in job losses and a lack of new business opportunities. Based on the 2010 U.S. Census, Hampton's year round population was estimated at 15,430 persons, which represents a 3% increase over the 2000 Census of 14,973 persons. It is estimated that Hampton's population more than quadruples during the summer months.

The economy of Hampton and the greater Seacoast area generally follows that of the rest of southern New Hampshire and much of New England. Economic conditions began to change in 2006 which negatively impacted real estate – not just regionally but nationally. Until about September 2008, the economic slowdown was relatively mild, but it worsened considerably after that date for the next several years into what is now known as the Great Recession. Most economists believe that the various stimulus and rescue packages begun at the end of the last decade had some positive affect on improving the financial, credit, and real estate markets to what may now be considered a new normal. Economic activity continued to be weak in many sectors for several years; however, consumer spending, financial markets, and inventory-building by corporations have stabilized or improved in many areas of the state during the past 3± years.

According to Dennis Delay of the New Hampshire Center for Public Policy Studies in a September 2014 presentation - “New Hampshire suffered the effects of the Great Recession less severely than many other states, but slow job growth continues to gnaw at the state’s economy. As of the summer of 2014, New Hampshire lagged behind the nation and the rest of New England in recovering jobs lost during the recession.” From 2009 to 2013, average unemployment rates came down by almost 2% for the U.S. as a whole, and about 1% for most of New Hampshire, with another roughly 1% drop for the country and statewide in 2014.

| | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 |
|---------------------|------|------|------|------|------|------|------|------|------|------|
| United States | 5.1% | 4.6% | 4.6% | 5.8% | 9.3% | 9.6% | 9.0% | 8.1% | 7.4% | 6.2% |
| New England | 4.7% | 4.5% | 4.5% | 5.4% | 8.1% | 8.5% | 7.7% | 7.8% | 7.1% | 6.0% |
| New Hampshire | 3.6% | 3.5% | 3.5% | 3.9% | 6.3% | 6.1% | 5.2% | 5.4% | 5.3% | 4.4% |
| Rockingham County | 4.2% | 3.9% | 3.8% | 4.3% | 6.6% | 6.4% | 5.8% | 5.9% | 5.7% | 4.8% |
| Hillsborough County | 3.8% | 3.5% | 3.6% | 3.9% | 6.6% | 6.3% | 5.3% | 5.7% | 5.4% | 4.4% |

New Hampshire and all of New England experienced a significant real estate foreclosure problem during the past 8+ years, but according to state economists, “the worst is over”. Illustrated below is a table showing the number of residential and commercial foreclosure deeds recorded within their respective year from 2009 through 2014. The rapid increase in Foreclosure Deeds began after 2005, with a 671% increase between 2005 (462) and 2008 (3,563). According to the NH Housing Finance Authority, “The 185 foreclosure deeds recorded in December 2014 reflect a decrease of 5% from December of 2013, but an anticipated seasonal increase of 43% from the prior

month, similar to the pattern seen in prior years. The cumulative total for 2014 is 23% below the total for 2013, and a lower annual total than any year since 2007. These improvements are in part due to slow but steady improvements in the housing market and the overall economy."

Foreclosure Deeds In New Hampshire by Month

| | 2009 | | | 2010 | | | 2011 | | | 2012 | | | 2013 | | | 2014 | | |
|-----------|--------|--------|-------------|--------|-------------|--------|-------------|--------|-------------|--------|-------------|--------|-------------|--------|-------------|------|--|--|
| Month | Number | Number | Yr/Yr %Chg. | Number | Yr/Yr %Chg. | Number | Yr/Yr %Chg. | Number | Yr/Yr %Chg. | Number | Yr/Yr %Chg. | Number | Yr/Yr %Chg. | Number | Yr/Yr %Chg. | | | |
| January | 264 | 352 | 33% | 184 | -48% | 288 | 57% | 292 | 1% | 194 | -34% | | | | | | | |
| February | 214 | 326 | 52% | 286 | -12% | 313 | 9% | 240 | -23% | 228 | -5% | | | | | | | |
| March | 332 | 449 | 35% | 543 | 21% | 382 | -33% | 274 | -24% | 215 | -22% | | | | | | | |
| April | 303 | 361 | 19% | 404 | 12% | 384 | -5% | 192 | -50% | 210 | 9% | | | | | | | |
| May | 297 | 323 | 9% | 340 | 5% | 351 | 3% | 271 | -23% | 172 | -37% | | | | | | | |
| June | 260 | 377 | 45% | 343 | -9% | 331 | -3% | 269 | -37% | 147 | -30% | | | | | | | |
| July | 298 | 346 | 16% | 238 | -31% | 269 | 13% | 214 | -20% | 137 | -36% | | | | | | | |
| August | 288 | 408 | 42% | 321 | -21% | 282 | -12% | 213 | -24% | 141 | -34% | | | | | | | |
| September | 287 | 326 | 14% | 381 | -8% | 263 | -13% | 203 | -23% | 151 | -26% | | | | | | | |
| October | 359 | 255 | -29% | 262 | 3% | 267 | 2% | 239 | -10% | 165 | -31% | | | | | | | |
| November | 250 | 227 | -9% | 273 | 20% | 252 | -8% | 161 | -36% | 129 | -20% | | | | | | | |
| December | 315 | 283 | -36% | 368 | 81% | 297 | -19% | 194 | -35% | 185 | -5% | | | | | | | |
| Total | 3,467 | 3,953 | 14% | 3,863 | -2% | 3,659 | -5% | 2,702 | -26% | 2,074 | -23% | | | | | | | |
| Average | 289 | 329 | | 322 | | 305 | | 225 | | 173 | | | | | | | | |

Source: Real Data Corp, Compiled by New Hampshire Housing

According to area brokers, the bid-ask pricing gap and weak commercial and residential fundamentals kept the pace of real estate transactions slow during recent years, even though a significant number of offerings existed within both sectors. This was due in large measure to unrealistic expectations by many sellers as to the true value of their real estate under recessionary economic conditions. However, according to Dennis Delay in September 2014, the Federal Bank of Boston indicated the following:

- Business activity appears to be improving in New England.
- Retail and manufacturing contacts cite more year-over-year sales or revenue increases than in the last couple of rounds and outlooks are positive.
- Software and IT services and staffing firms also report strong and/or increasing activity.
- Commercial and residential real estate markets are steady.
- While some contacts cite difficulty filling skilled positions, most responding firms are neither adding to nor subtracting from headcounts to any substantial degree.
- With the exception of staffing firms, respondents say wages are steady. Prices, too, are reported to be steady with very few exceptions.
- Sentiment is generally positive, with expectations of continuing improvement.

In addition, there is renewed evidence of financing from lenders, and there is evidence of increased activity in both the commercial and residential sectors in southern New Hampshire. Property values, especially in the residential market, appear to have stabilized, and in some areas, are showing a slight increase in values. With the evidence of decreased marketing times for both

residential and commercial properties, the subsequent sale of both property types closer to their original asking prices, and the decreased number of foreclosures (although still well above the levels prior to 2005), there is evidence that seller expectations are becoming more in line with economic conditions.

The CB Richard Ellis 2015 New Hampshire Market Outlook reports “At year-end 2014, positive and steady growth of new construction continues to be seen. Some factors having an impact on this trend are low vacancy rates, low interest rates, heightened market demand, lenders making money more assessable and the loosening of lending guidelines.” “The increase in the housing market and improvements in the manufacturing industry were also strong contributing factors to an improved New Hampshire economy.”

REAL ESTATE MARKET ANALYSIS

The **industrial** market in southern New Hampshire was relatively stable during 2006 and 2007, but between 2008 and 2010 vacancy rates increased, prices decreased, and the sale of land for industrial development was limited in many areas. Since 2010, vacancy rates have, for the most part, decreased each year, with asking rents remaining mostly stable. According to the New Hampshire Market Outlook published in January 2015 by CB Richard Ellis (CBRE), the vacancy rate for industrial property in southern New Hampshire at the end of 2014 was 8.9% down from a high of 13.9% at the end of 2010, and below 2006-2009 levels. The Seacoast/I-95 area continues to fair better than the I-93/Route 3 Corridor. Historic vacancy rates for the Seacoast/I-95 and I-93/Route 3 Corridors since 2006 are summarized as follows, as well as the combined vacancy rate for each year:

| Industrial Market Vacancy Rates (Estimated %) | | | | | | | | | |
|---|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| Area | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 |
| Seacoast/I-95 | 8.4% | 8.5% | 11.4% | 9.7% | 12.9% | 11.0% | 8.9% | 9.0% | 6.4% |
| I-93/Route 3 Corridor | 14.0% | 12.6% | 13.8% | 14.3% | 14.2% | 12.2% | 12.1% | 10.9% | 9.9% |
| Combined | 12.4% | 11.4% | 13.1% | 13.0% | 13.9% | 11.9% | 11.2% | 10.4% | 10.4% |

The average asking NNN rental rate for the I-93/Route 3 corridor was reported at \$6.01/SF in 2014, up slightly from \$5.94/ SF in 2013, but lower than \$6.13/SF in 2012, thus

indicating little overall change in the past few years. By comparison, the average asking NNN rental rate for the I-95/Seacoast market was \$4.72/SF in 2014, down from \$5.13/SF in 2013, and \$4.95/SF in 2012, and closer to the 2011 average of \$4.71/SF.

The CBRE report notes the major positive highlight across the industrial market in 2014 was a continued strong demand for new modern warehouse facilities over older/aging inventory. New construction is expected to add over 1.2 million square feet of industrial product to the New Hampshire market, including a 614,000± SF UPS high-bay warehouse building, and a 340,000± SF high-bay warehouse in Londonderry; and an Airmar Technology Corp. 73,000± SF high-tech manufacturing building in Milford.

CBRE's projection for 2015 indicates that with diminished availability of quality industrial product in both the Seacoast and I-93 Corridor markets, "companies are now widening searches and exploring on-site expansion opportunities and new construction"; and "With the vacancy rate slowly improving, slight increases in rental rates will be seen as well as a reduction in landlord concessions."

The **office** market in southern New Hampshire was relatively stable during 2006 and 2007, but showed increasing vacancies through 2010, along with limited sales of existing office buildings and of vacant land suitable for development of new office buildings – an exception being the construction of several new medical office buildings. By 2012 and 2013 there were various new construction projects underway at the Pease Tradeport in Portsmouth; new Class "A" office space was under construction on Concord's Main Street; Nashua Technology Park was adding 225,000± SF of flex office space; new office construction was underway in Salem to be completed in 2013 and 2014; a 10,858± SF expansion of the 25,505± SF 14 Tsienneto Road medical office building in Derry was completed in early 2014; and in Bedford, a 51,572± SF high tech office/R&D facility was constructed for Optics I at the rear of the Bedford Hills development situated at the intersection of Route 101 and Route 114.

According to the New Hampshire Market Outlook published in January 2015 by CB Richard Ellis (CBRE), the vacancy rate for office property in southern New Hampshire at the

end of 2014 was 12.0%, an increase over the 11.5% in 2013, but still down from 13.9% in 2012, and well below the most recent high of 17.1% at the end of 2010. Historic vacancy rates for the Seacoast/I-95 and I-93/Route 3 Corridors and the combined regions since 2006 are summarized as follows:

| Office Market Vacancy Rates (Estimated %) | | | | | | | | | |
|---|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| Area | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 |
| Seacoast/I-95 | 16.1% | 16.3% | 18.5% | 20.3% | 18.3% | 15.4% | 13.1% | 11.1% | 10.7% |
| I-93/Route 3 Corridor | 13.4% | 13.7% | 13.7% | 15.3% | 16.7% | 15.6% | 14.2% | 11.6% | 12.5% |
| Combined | 14.1% | 14.4% | 15.1% | 16.7% | 17.1% | 15.5% | 13.9% | 11.5% | 12.0% |

Average asking NNN rental rates for the I-93/Route 3 corridor were reported at \$12.37 in 2014, up from \$11.04/ SF in 2013, which was relatively unchanged from 2012 and 2011, and up from \$11.50/SF in 2010 and \$12.00/SF in 2009. By comparison, the average asking NNN rental rate for the I-95/Seacoast market was \$11.73 in 2014, up from \$11.39/SF in 2013, and \$10.24/SF in 2012, but down from \$11.75/SF in 2011 and \$12.38/SF in 2010.

According to CBRE's latest report, overall, the 2014 office market vacancy rate was unable to overcome the continued downsizing of large firms, such as Anthem Health Plans of NH and Citizens Bank in the I-93/Route 3 Corridor, although the "\$800 million widening of Interstate 93 at the Massachusetts border continues to drive demand for office space in Salem with Brooks Properties commencing construction of the new 48,000± SF office building" in 2014. On the other hand, "Entering 2015, the Seacoast office market can now be classified as strong and healthy!" "As in the past, Portsmouth, and specifically the Pease Tradeport, continues to be the heart of the Seacoast's strength. These submarkets have been spurred by new construction through 2014 [including 4 new freestanding office buildings totaling 135,000± SF] with current levels projected to continue into 2015 and beyond."

CBRE's projection for 2015 indicates that both the Seacoast and the I-93/Route 3 Corridor office market will remain stable with vacancy rates declining throughout 2015, and with "pockets of increasing [lease] rates in Salem and Manchester CBD."

The **retail** market, until several years ago, appeared healthy, and the most desirable locations (including D.W. Highway in Nashua, South Broadway in Salem, South Willow Street in Manchester, and Woodbury Avenue in Portsmouth) continued to grow, although at a much slower pace than earlier in the last decade. By the end of 2010, caution was beginning to give way to more confidence that a recovery was starting to take place evidenced by a drop-off in store closures and expansion by stronger tenants. Starting in 2010 various parcels of land in some southern New Hampshire communities were acquired for large scale commercial development, including the completion of the 560,000± SF Merrimack Premium Outlets in Merrimack, the 300,000± SF redevelopment of the Bedford Mall on South River Road in Bedford, a 100,000± SF Market Basket completed on the former Rockwell site on Elm Street in Manchester, a relocated and enlarged 155,000± SF Super Wal-Mart completed on Ashleigh Road in Derry; and a 138,000± SF Bass Pro Shop at 2 Commerce Drive in Hooksett (a sub-lease of the vacated Lowe's space). In 2014, Seabrook Commons, a 380,000± SF power center anchored by a Super Wal-Mart, and Seabrook Crossing, a 145,000± SF "Big Box" Center to include Hobby Lobby, Bob's Discount Furniture, Staples and Goodwill, were scheduled for completion. The redevelopment of 725 Gold Street in Manchester for the new 188,000± SF Wal-Mart superstore is also underway.

However, The KeyPoint Retail Real Estate Trends & Analysis 2014 – Southern New Hampshire report indicates that although the amount of retail space has grown, so has the retail vacancy rate. The retail inventory reportedly grew to 30 million square feet in 2014, a "significant gain of 1% versus last year when the level stood at 29.7 million square feet, largely the result of the opening of the 380,000 square foot Seabrook Commons" (which includes a 189,568± SF Wal-Mart supercenter). However, the retail market vacancy grew from 2.8 million SF to 3.2 million SF, or from a 9.6% vacancy rate, to a 10.7% vacancy rate, due in part to Stop & Shop's decision to close all six of its stores in southern New Hampshire (totaling 411,800 SF of vacant space), but also the closing of two Shaw's stores and a Building 19, which, in turn, reportedly created a significant increase in the 50,000 to 99,999 SF category to a 22.7% vacancy rate. The Report also notes that although Walmart was the largest contributor of new retail space in southern New Hampshire, and increased its net square footage by 98,700± SF, it has also created vacant space in its wake, as will be true with the expected closing of the Manchester

Walmart adding another 115,216± SF of vacant space. Although Manchester has the second highest amount of retail space (5,434,900 SF versus Nashua with 6,236,100 SF), it has the highest retail vacancy rate of 22.0%, compared to Nashua's 5.3% vacancy rate.

On a national level, according to the PriceWaterhouse (PwC) Investor Survey for 4th Quarter 2014, the power center market (which includes big box retail stores) "remains vulnerable due to the growing popularity of on-line retail sales, as well as the rising popularity of urban living, where big-box leasing and development opportunities are limited." And PwC's Emerging Trends in Real Estate 2015 indicates that power centers were considered "poor" real estate investment and development prospects in the year ahead. PwC also reports marketing times ranging from 2 months to 18 months, with an average of 6.3 months, remaining unchanged from the prior year. Overall Cap rates are, however, showing a slight decrease over the last year's average with a consistent range of 5.5% to 8.0%, but an average changing from 6.67% a year ago to 6.6% in the 4th quarter 2014.

The **Residential** market has seen recent signs of improvement. The median home price has shown steady increases since 2011, and is now at roughly 2007 levels, but below the peak in 2005; the number of units sold have shown a steady increase since 2008; however, new home construction remains slow since 2008, but with some increase since 2010. The number of single family home sales in the state rose by 10.5% in 2013, but remained relatively stable for 2014, while median sale prices increased 4.2% in 2013, and 5.6% in 2014, with days on market decreasing 11.6% in 2013 and 7.8% in 2014. Notwithstanding, a study of the national housing market released in July 2014 indicates that the housing recovery continues to struggle to gain traction, and that while single-family home prices have rebounded strongly over the past two years, single-family construction remains sluggish. The report also notes that tightening of mortgage credit is a key factor in constraining the housing recovery.

The **multi-family** market had been "soft" for several years but has become stronger more recently. From 2003 to the early part of 2007, properties with 50+ units were selling in the \$70,000 - \$120,000/unit range, while those with fewer than 50 units and in inner city locations were selling in the \$50,000 - \$80,000/unit range. However, availability of credit decreased in

mid-2007 and capitalization rates increased which resulted in a price leveling in the multi-family market in 2007, with sales of apartment buildings and complexes difficult to find and indications of decreasing "per unit" prices through 2011. Multi-family projects suitable for conversion to condominiums were converted and sold (mostly between 2005 and 2008), but due to current and projected market conditions, this type of activity has been slow since then. There has, however, been increased multi-family construction throughout southern New Hampshire within the last two years, along with a number of sales of large (over 100 units) multi-family complexes returning to the \$70,000 - \$120,000/unit price range.

NEIGHBORHOOD ANALYSIS

The subject property is located on the east side of Timber Swamp Road, south of Exeter Road (Route 27) and just west of the I-95 overpass in the northwest corner of Hampton close to the Exeter and North Hampton town lines, and roughly 1.5 miles west of U. S. Route 1 and the town's Central Business District. The neighborhood has very good access to both I-95 (Exit 2) and NH Route 101(Exit 13) which are roughly ¼ mile to the east. The subject neighborhood is best defined as being a rural Industrial and Residential zoned area to the west of I-95 right-of-way, between Route 27 (Exeter Road) and Towle Farm Road. South and west of the neighborhood are mostly low to medium density single-family residential uses.

Properties along Route 27 include two older warehouses, a few residences and Industrial and Residential zoned land. Recently (10/14), a 13.6± acre residential lot at 372 Exeter Road was purchased for \$165,000 and subdivided into 3 residential builder lots. Generally properties to the south of Route 27 and north of Mary Batchelder Road are zoned industrial and include properties on the east and west sides of Timber Swamp Road and properties to the south of the Mary Batchelder Road are zoned residential. Properties to the south of Mary Batchelder Road include mostly single family residences except for Unitil's Guinea switch station, Valid Self-Storage and Frank's garage at 99 Timber Swamp Road and Four Seasons Trailer Park at the southeast corner of Mary Batchelder and Timber Swamp Roads. Properties to the north of Mary Batchelder Road, on the west side of Timber Swamp Road include a PSNH Substation, two smaller light industrial buildings and unimproved industrial zoned land. An 8.27± acre

industrial/residential zoned consolidated lot (Map 66, Lot 4 and Map 85, Lot 2) was approved in June 2015 for a 5 lot subdivision (includes 2 industrial and 3 residential back lots). Properties on the east side of Timber Swamp Road include a NHDOT Park N' Ride lot (a portion of which will include the subject) and five properties in the upscale Liberty Lane Office Park that are accessed from Liberty Lane (West) including the NHDOT's Turnpike Maintenance Facility with access to I-95 (a portion of which will include the subject), 2 unimproved industrial zoned lots (5.61± acres and 35.76± acres (owned by Asset Title Holdings, Inc), a 12.2± acre lot improved with Unital's 40,000± SF office building and 35.21± acres improved with a 78,000± SF building owned and occupied by Wheelabrator Technologies (d/b/a Waste Management Inc.). For the most part, the remainder of the occupied properties in the subject neighborhood are single-family homes.

Utilities available to the subject neighborhood include telephone and electricity. Private well and septic systems are required for development in the neighborhood. Neighborhood access to I-95 is via Exit 2 onto Route 27 located roughly ¼ mile to the east.

ZONING/CONFORMITY

The subject property is zoned Industrial (I) with the eastern portion in a Telecommunications Overlay District. Permitted uses within the Industrial district include, but are not limited to:

- Retail sales
- Motels & hotels
- Churches, schools & municipal uses
- Public utility use (S)
- Banks & offices
- Theaters
- Health & athletic clubs
- Restaurants
- Warehouses
- Motor vehicle repair & filling stations
- Parking lots (R)
- Storage & sale yards
- Manufacturing (light and heavy)
- Health care facilities
- Family day care
- Group day care

Minimum dimensional requirements of the Industrial district are as follows:

| | |
|--------------------------|--------------------------------|
| Minimum Lot Area: | 22,000 SF |
| Minimum Lot Frontage: | 100' |
| Minimum Lot Width: | 100' |
| Minimum Yard Setbacks: | |
| Front | 30' |
| Sides | 10' one side/15' opposite side |
| Rear | 15' |
| Maximum Sealed Surface: | 60% |
| Maximum Building Height: | 50' |

Based on the above and considering the subject's hypothetical site is to be 2.66± acres with at least 130±' of frontage, it would appear that the proposed lot would be both a legal and conforming.

ASSESSMENT INFORMATION

The subject of this report is a yet to be subdivided lot that will encompass land from unspecified portions the NHDOT's Park N' Ride lot (Map 66, Lot 2), NHDOT's Turnpike maintenance facility (Map 66, Lot 5) and the I-95 limited access right of way that are all owned by the State of New Hampshire. The municipal assessment by the town of Hampton for Park N' Ride site (4.2± acres) as of April 1, 2015 was \$447,300, or \$106,500/acre. Hampton's 2014 equalization ratio (latest available) was 90.9% which indicates an equalized value of \$117,162/acre, or roughly \$311,650 for the proposed 2.66± acres. The 2014 Hampton tax rate (latest available) was \$18.31/1,000 of assessed value, indicating the tax on the property for 2015 was projected to be \$5,706 but the state/town does not pay taxes on property they own.

PROPERTY ANALYSIS

This description is based on an inspection of the proposed site, on a review of an aerial plan referenced earlier and/or included in the Addendum and conversations with Steve Bernard.

As already discussed, the subject of this report will consist of unspecified portions of three adjacent lots of record with a combined lot area of 2.66± acres, summarized as follows:

| PROPERTY ADDRESS | TAX MAP/LOT | COMMENTS |
|---------------------|-------------|---|
| 1 Timber Swamp Road | 66/2 | NHDOT's Park N' Ride on 4.2± acres |
| 2 Liberty Lane West | 66/5 | NHDOT's turnpike maintenance facility 14.69± acres |
| Unknown | N/A | Western portion to the I-95 Limited Access Right-Of-Way, south of the interstate overpass for Exeter Road (Route 27) |

As previously noted, this is a conceptual lot that was produced by overlaying a lot configuration on an aerial map of the area. No detailed plans were provided for the assignment. Based on a review of the aerial map and the appraisers cursory calculations, it would appear the lot is made up of portions of Map 66, Lot 2 (65%), the I-95 limited access right of way (35%) and Map 66, Lot 5 (5%). Based on the 2.66± acres, these percentages (%) would equate to the following:

Map 66, Lot 2 – 1.73± acres
 Map 66, Lot 5 – 0.13± acres
 I-95 LAROW – 0.80± acres
 2.66± acres

Site access will be via the east side of Timber Swamp Road. It would appear the site will have roughly 130' of frontage from Map 66, Lot 2 plus additional frontage from Lot 5. The western boundary of the I-95 LAROW will be realigned to form the eastern boundary of the subject site. The combined lot area is irregular in shape and at grade of Timber Swamp Road which will provide access. The topography of the site is generally level (rolling and lightly wooded) and is at grade with Timber Swamp Road, the I-95 LAROW and the maintenance road of the NHDOT's turnpike maintenance facility which travel along the southern boundary of the proposed site. There appears to be a small wetland area in the southwest corner of the site (portion of Map 66, Lot 5) that is a lower elevation and is the result of a drainage pipe that appears to be draining the NHDOT's turnpike maintenance facility lot. Except for this area the rest of the site appears to be dry and free of wetlands.

Abutters to the proposed property will include the NHDOT's Park N' Ride lot (Map 66, Lot 2) to the north at the Route 27 intersection and the northern end of Timber Swamp Road that has 104 paved parking spaces; the realigned portion of the I-95 Limited Access Right-Of-Way to the east; the NHDOT's turnpike maintenance facility (Map 66, Lot 5) to the south; and Timber Swamp Road to the west, on the other side of which is unimproved industrial zoned land that is wooded, partially wet in the rear (Old River and Car Barn Pond), and encumbered by a Public Service Company of NH utility easement.

Utilities available to the site include private well and septic system (municipal water and municipal sewer are available along Liberty Lane West in the vicinity of the NHDOT's turnpike maintenance facility (2 Liberty Lane West), propane gas, 3-phase electricity, and telephone service. There are no known easements or encroachments that would affect the utility or marketability of the subject property.

Based on a review of the National Flood Insurance Program's F.I.R.M. Community Panel No. 33015C0428E, dated May 17, 2005, it would appear that the entire site falls within Zone X, an area of minimal flooding. This opinion should be confirmed with a qualified civil engineer.

This appraisal assumes that no hazardous waste or environmental problems associated with hazardous waste are present on the subject site, and no environmental site assessment was provided for this assignment.

HIGHEST AND BEST USE

Highest and Best Use Analysis considers four criteria of use: legally permissible, physically possible, financially feasible, and maximally productive. The subject of this report is situated within Hampton's Industrial Zoning. No new residential uses are permitted in this zone. Numerous commercial uses are permitted in this zone by right (such as banks, retail, restaurants, offices and motels/hotels); however, demand for such uses in this rural location appear limited, with no recent developments, and most existing commercial uses in the town are situated along Route 1. This lot has no frontage on or visibility from NH Route 27 (Exeter Road), and only limited exposure/visibility to the local road on which it will have frontage. On the other hand, a

church, school or municipal use is permitted in the Industrial district, including a day care center, as well as manufacturing and industrial uses. The property could have appeal to an abutter but the property is currently owned by the State of New Hampshire and the State's property will continue to abut the property after it is subdivided.

The subject site will contain 2.66± acres comprised of unspecified portions of two adjacent lots (Map 66, Lots 2 & 5) and an unspecified portion of the I-95 Limited Access Right-Of-Way (LAROW), all owned by the State of New Hampshire. The I-95 LAROW will be realigned to form the eastern portion of the yet to be subdivided lot. Site access is assumed to be available via the east side of Timber Swamp Road. The subdivision, consolidation, I-95 realignment and access *is represented in the Hypothetical Condition made within this report.*

The hypothetical 2.66± acre site with in excess of 130±' frontage, represents a conforming lot (minimum lot size is 22,000 SF with 100' frontage). All of the parcel is located within Zone X, designated as an area of minimal flooding according to FEMA flood map #33015C0428E, effective 5/17/05. It is assumed the property will be serviced by on site well and septic system, propane gas, 3-phase electricity, and telephone.

The size alone limits the development potential of the site and based on the above analysis, the highest and best use of the site, as vacant, is judged to be for development of a permitted use (e.g. light industrial, office or municipal use) within the Industrial District. The most logical buyer is an owner/user who would immediately develop the site. An alternative buyer would be an investor who might hold the property for future development, but this buyer type typically pays less for what might be a long-term investment.

MARKETING TIME/EXPOSURE TIME

According to the Uniform Standards of Professional Appraisal Practice (USPAP), marketing time is defined as "...an opinion of the amount of time it might take to sell a property interest in real estate at the concluded market value level during the period immediately after the

effective date of an appraisal." Reasonable marketing times for properties comparable in size and scope to the subject fall in the range of 12 months, and possibly less.

In accordance with the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA), Section D-1b, a discussion of exposure time was omitted. This omission is a jurisdictional exception to USPAP Standards Rules 1-2 and 2-2, and Statement 6.

VALUATION PROCESS

There are three approaches to value: The Cost Approach, the Sales Comparison Approach and the Income Approach. As previously noted, the valuation that follows estimates the value of the entire subject property (vacant land). The Sales Comparison Approach has been used to value the subject acreage because this is the most typical method of valuing vacant land. The Cost Approach was not used as the subject has no improvements, and the Income Approach was not used because vacant properties similar to the subject are not typically leased.

SALES COMPARISON APPROACH

The basic steps in the procedures of the Sales Comparison Approach are:

1. Research the market to identify similar properties for which sales, listings and/or offerings data is available.
2. Verify the information as to terms, motivating forces, and bonafide (arm's length) nature.
3. Determine the appropriate unit of comparison (acre, square foot, etc) and develop a comparative analysis for each unit.
4. Compare each of the comparable properties important attributes to the corresponding ones of the property being appraised, under the general categories of time, location, physical characteristics, and conditions of sale. Adjust the sales price of each comparable or eliminate the property as a comparable.
5. Reconcile the value indications that result from the comparable sales into a single value indication.

Recent sales and offerings of industrial/commercial land in southern New Hampshire were researched, and five sales were directly analyzed with respect to the subject. The five sales

are detailed as comparable Sales L-1 through L-5 in the Addendum of this report, and are summarized on the following Comparative Analysis Chart. Three comparable properties sold in 2015, and one each sold in 2014 and 2011. No more recent comparable sales were found in the subject's market area. The sales ranged in size from 1.2994± acres to 5.17± acres, with a range of 1.2994± usable acres to 4.0± usable acres (thus bracketing the subject's 2.66± usable acres). Analysis included consideration for time of sale, condition of sale, financing terms, location/zoning, site size, site characteristics, and utilities. The most meaningful unit of comparison was determined to be on a per acre basis, as this is typically what a buyer would rely on when estimating the value of property similar to the subject.

Data for the sales was gathered from Real Data, the various municipal Assessor's offices, and County Registries of Deeds, multiple listing services (NNEREN & CIBOR), and various on-line property databases. All of these sources were believed to be reliable. The data was then confirmed by a party directly involved with the transaction, including broker, grantor, grantee, or appraiser.

The unadjusted prices of the comparable sales range from \$85,000/acre to \$239,699/acre, and adjustments were made as follows:

COMPARATIVE ANALYSIS CHART

| FACTORS | SUBJECT | COMP L-1 | COMP L-2 | COMP L-3 | COMP L-4 | COMP L-5 |
|---------------------------------------|-----------------------------|--------------------------|-------------------------|---------------------------|--------------------------|------------------------------|
| Location | Timber Swamp Rd. Hampton | 106 Ledge Rd Seabrook | Drakeside Rd Hampton | 64-74 Epping Rd Exeter | 25 London Ln Seabrook | 109 Towle Farm Rd Hampton |
| Sale Price | | \$350,000 | \$150,000 | \$590,000* | \$340,000 | \$295,000 |
| Total acres (±) / Usable acres (±) | Assume 2.66 / 2.66 | 2.7 | 1.2994 | 2.42 | 5.17 / 4.0 | 3.0 / 2.25 |
| Frontage (±) | Assume 130' | 351' | 453'/238' | 409' | 654' | 694' |
| Sale Price/Acre - Usable | | \$129,630 | \$115,438 | \$243,802 | \$85,000 | \$131,111 |
| Sale Date | 6/2015 | 1/2011 | 7/2015 | 12/2014 | 3/2015 | 4/2015 |
| Time Adjustment | | 0% | 0% | 0% | 0% | 0% |
| Condition of Sale | | 0% | 0% | 0% | 0% | 0% |
| Adjusted S. P./Usable Acre | | 0% \$129,630 | 0% \$115,438 | 0% \$243,802 | 0% \$85,000 | 0% \$131,111 |
| ADJUSTMENTS | | | | | | |
| Location/Zoning | | Similar 0% | Similar 0% | Superior -40% | Similar 0% | Similar 0% |
| Parcel Size | | Similar 0% | Offsetting 0% | Similar 0% | Larger +30% | Similar 0% |
| Site Characteristics | | Offsetting 0% | Offsetting 0% | Offsetting 0% | Offsetting 0% | Offsetting 0% |
| Utilities | Well/septic | Superior -5% | Superior -5% | Superior -5% | Superior -5% | Superior -5% |
| Net Adjustment | | -5% | -5% | -45% | +25% | -5% |
| Adjusted Sale Price/Ace | | \$123,149 | \$109,666 | \$134,091 | \$106,250 | \$124,555 |

*includes an estimated \$10,000 in demolition costs

Property Rights: All comparable sales were of the Fee Simple interest, therefore warranting no adjustments.

Financing Terms: All comparable Sales were cash transactions considered typical in this market, therefore, no adjustments were deemed necessary for Financing Terms.

Conditions of Sale: All comparable sales were considered to be typical arm's length transactions, and therefore warranted no adjustments.

Time Adjustment: The comparable sales exchanged hands between January 2011 and April 2015. Market conditions for commercial/industrial land sales similar to the subject were considered relatively stable during this period and through the effective date of this report, therefore warranting no adjustments for time.

Location/zoning: The subject property is located in Hampton in the Seacoast area of New Hampshire. It is in a rural residential/industrial area, just off Route 27 and within ¼ mile of the I-95 (Exit 1) and Route 101 (Exit 13) ramps, adjacent to I-95 and next to the NHDOT's Park n' Ride lot and turnpike maintenance yard. For the most part, the remainder of the occupied properties in the subject neighborhood are single-family homes. There are no traffic counts for Timber Swamp Road, in the area of the subject.

Except for Comparable Sale L-3, all the sales have similar locations/zoning which obviates the need for adjustment. Comparable Sale L-3 is located on a secondary commercial strip with a traffic count of 12,000 vpd and within ½ mile of downtown Exeter. The sale is considered superior with respect to location when compared to the subject and warrants downward adjustment. The adjustment is based on a paired comparison of the unadjusted unit values of Sales L-3 (\$243,802/acre) and L-5 (\$131,111/acre) which is considered generally similar to the subject's location.

Site Size: Comparable Sales L-1, L-2, L-3 and L-5 range in size from 1.2994± usable acres to 2.7± usable acres, therefore considered similar when compared to the subject's 2.66± acres,

warranting no adjustments. Sale L-4 (4± usable acres) is 50% larger than the subject, warranting an adjustment. Typically, larger sites sell for less on a per acre basis than smaller sites. The adjustment is based on paired comparisons of the unadjusted sale prices of Sale L-4 (\$85,000/acre) with Sales L-1 (\$129,630/acre) and L-5 (\$131,111/acre).

Site Characteristics: It was assumed the subject property will have at least 130' of frontage (zoning requires 100'), within the hypothetical 2.66 acres (most of it appears to be usable) and appears to have no significant detriments to development. All comparable sales appear to be generally similar with respect to site characteristics of the usable acreage, therefore warranting no adjustments when compared to the subject.

Utilities – The subject will be serviced by an on-site well and septic system. All the comparable sale are serviced by municipal water and sewer and warrant a downward adjustment for superior utilities.

SALES COMPARISON APPROACH SUMMARY

The comparable sales are summarized in the Table below:

| COMP SALE | LOT SIZE (± usable acres) | SALE PRICE | SALE PRICE/USABLE ACRE | ADJUSTED SALE PRICE/USABLE ACRE |
|--------------|------------------------------|---------------|---------------------------|------------------------------------|
| L-1 | 2.7 | \$350,000 | \$129,630 | \$123,149 |
| L-2 | 1.2994 | \$150,000 | \$115,438 | \$109,666 |
| L-3 | 2.42 | \$590,000* | \$243,802 | \$134,091 |
| L-4 | 4 | \$340,000 | \$85,000 | \$106,250 |
| L-5 | 2.25 | \$295,000 | \$131,111 | \$124,555 |

*includes \$10,000 in demolition costs

Each of the above comparable sales appears to give a meaningful indication of value for the subject. Adjusted sale prices fall within a range from \$106,250 to \$134,091 per usable acre, a variance of \$27,841/acre, or approximately 21% from high to low. The mean of the adjusted prices of the five comparable sales is \$119,542/acre, while the median adjusted price is slightly higher at \$123,149/acre (Sale L-1). The upper end of the range is represented by Sale L-3 (\$134,091/acre). This sale is located in a superior commercial/industrial/residential area of Exeter, on a secondary commercial strip (12,000 vpd.) in close proximity to the downtown area and was purchased to construct and relocate a community day care center. For this reason the price noted should be further adjusted downward. The lower end of the range is represented by Sale L-4 (\$106,250/acre) which is a recent sale (3/15) of a smaller Industrial zoned lot located in an industrial park just off I-95 (Exit 1) in Seabrook.

Total aggregate adjustments indicated by the comparable sales range from 5% to 45%, and this suggests good comparability with the subject as Sales L-1 (\$123,149/acre), L-2 (\$109,666/acre) and L-5 (\$124,555/acre) have total gross adjustments of only 5%. Of these three sales, less weight was allocated Sale L-2 as it was purchased for residential development which is not an allowed use in the subject's Industrial zoning district. Greater weight was allocated Sale L-5, most comparable to the subject with respect to location and size. The sale is 3± acres with 2.25 usable acres, sold within the last 3 months and is located in a similar mixed use residential/commercial area, roughly 1.5 miles southeast of the subject on Towle Farm Road. It was purchased by an abutter which could warrant a further downward adjustment.

Also considered were the following listings:

- **290 Exeter Road, Hampton** - 2.19± acre industrial zoned lot located on the east side of I-95 in close proximity to the entrance to the Liberty Lane Office Park is currently being marketed for \$425,000, or \$194,064/acre. Additionally, while no formal site plans have been filed, there is speculation that larger lots in the immediate vicinity of the Liberty Lane Office Park and CR's restaurant (287 Exeter Road) are being considered for the development of a hotel and assisted living community.
- **24 Whitaker Way, Seabrook** - .96± acre industrial zoned lot is currently being marketed for \$425,000, or \$442,708/acre. The property is located off Stard Road in close proximity to

I-95 (Exit 1). The current owner purchased the property in July 2011 for \$200,000, or \$232,558/acre and listed the unimproved site in June 2015;

- 4 Commerce Way, Exeter – 6.14± acre industrial zoned lot has been marketed for \$350,000, or \$57,003/acre, since March 2014. The property is located in an industrial park off Route 27 (Epping Road), roughly ½ mile west of the downtown area;
- 2299 Woodbury Ave & Shattuck Way, Newington – A 1.9± acre office zoned lot is currently being marketed for \$275,000, or \$144,737/acre and a 2.75± acre lot is being marketed for \$375,000, or 136,364/acre. These properties are located off Woodbury Avenue in close proximity to the Spaulding Turnpike (Rout 16).

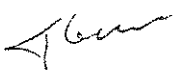
Based on the above analysis, the market value of the fee simple interest of the State of New Hampshire properties on Timber Swamp Road in Hampton, NH (unspecified portions of Map 66, Lots 2 & 5 and the I-95 LAROW which will be realigned) as of June 17, 2015 was estimated to fall towards the upper end of the \$105,000 to \$125,000 per acre range, say \$120,000/acre which computes as follows:

2.66± acres x \$120,000/acre \$320,000 (Rounded)

CERTIFICATION

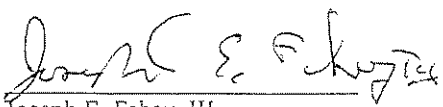
We certify that, to the best of our knowledge and belief,

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by reported assumptions and limiting conditions, and are our personal, unbiased professional analyses, opinions and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
8. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
9. Joseph E. Fahey, III made a personal inspection of the property that is the subject of this report; Joseph G. Fremeau did not inspect the property.
10. No one provided significant real property appraisal assistance to the person signing this certification.
11. We have not performed an appraisal service regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
12. As of the date of this report, I, Joseph G. Fremeau, have completed the continuing education program of the Appraisal Institute.
13. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.



 Joseph G. Fremeau, MAI
 NHCG-89
 President

7/31/15
 Date



 Joseph E. Fahey, III
 NHCG-103

7/31/15
 Date

ADDENDUM

ASSUMPTIONS AND LIMITING CONDITIONS

ASSUMPTIONS AND LIMITING CONDITIONS

The following assumptions and limiting conditions apply to this report:

1. This is an Appraisal Report which is intended to comply with the reporting requirements set forth under Standard Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice for this report type. As such, it might not include full discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.
2. Sketches, maps, exhibits and other graphic aids included in the report are for the purpose of aiding the reader in visualizing the property and should not be used for technical purposes. No engineering survey has been made by the appraiser and land dimensions given in the report are taken from sources deemed reliable.
3. No opinion as to title is rendered. Data on ownership and the legal description were obtained from sources generally considered reliable. Title is assumed to be marketable and free and clear of all liens and encumbrances, easements and restrictions except those specifically discussed in the report.
4. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures which would render it more or less valuable, and in this sense, it is assumed that legal, engineering, or other technical advice, as may be required, has been or will be obtained from others. In particular, no tests have been conducted to determine the extent of any chemical or substantive site contamination or flood hazards, the existence of lead paint or ureaformaldehyde foam insulation, insect infestation, asbestos, structural defects, etc.
5. It is assumed that all required licenses, certificates of occupancy or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.
6. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.
7. Any proposed improvements are assumed to be completed in a good workmanlike manner in accordance with the submitted plans and specifications.
8. The party for whom this appraisal report was prepared may distribute copies of this report, in its entirety, to such third parties as may be selected by that party; however, selected portions of this appraisal report shall not be given to third parties without prior written consent of Fremeau Appraisal, Inc. Neither all nor any part of this appraisal report shall be disseminated to the general public by the use of advertising media, public relations media, news media, sales media or other media for public communication without the prior written consent of Fremeau Appraisal, Inc.
9. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
10. Unless previous arrangements have been made, appraisal assignments are undertaken with the understanding that there is no obligation to provide services after completion of the original assignment. Advance arrangements should be made for preparation and court time, conferences and meetings, additional copies, etc.

11. Responsible ownership and competent property management are assumed.
12. No responsibility is taken for changes in market conditions and no obligation is assumed to revise this report to reflect events or conditions which occur subsequent to the date hereof. The appraised values are predicated on the financial structure prevailing as of the date of this report.

LEGAL DESCRIPTION

168

Know All Men by These Presents,

1131 253

THAT, We, Edwin L. Batchelder and George E. Batchelder, both of Hampton, County of Rockingham, and the State of New Hampshire,

for and in consideration of the sum of one dollar and other valuable consideration to us in hand before the delivery hereof, well and truly paid by the State of New Hampshire, the receipt whereof we do hereby acknowledge, have granted, bargained and sold, and by these presents do give, grant, bargain, sell, alien, enfeoff, convey and confirm unto the said State of New Hampshire, it and its successors and assigns forever:

A small parcel of land situated at the junction of the Guinea Road, so-called, and the Hampton-Exeter Road, in the town of Hampton, County and State aforesaid:

Beginning at a point marking the intersection of the easterly line of said Guinea Road and the southerly line of the Hampton-Exeter Road; thence southwesterly with the easterly line of said Guinea Road four hundred (400) feet; thence southerly in a straight line to a point four hundred and twenty (420) feet westerly of and directly opposite Station 270 + 37 as shown on a plan of Seabrook - Portsmouth Legislative Special (L.S. 1815) on file in the records of the New Hampshire State Highway Department; thence S. 19° 37' W. to the northwesterly line of land now or formerly of Myrtle M. Cogger; thence northeasterly with said Cogger land and land now or formerly of Fred M. Pingree to the southwesterly corner of land now or formerly of Elsie Burke; thence northerly with the westerly line of said Burke land to the southerly side line of the Hampton-Exeter Road; thence westerly with the southerly line of said Hampton-Exeter Road to the Guinea Road and the point of beginning. Containing fourteen (14) acres, more or less.

Also a small parcel of wood land situated northerly of the Hampton-Exeter Road between land now or formerly of Ella M. Rodgers near Station 317 + 70 and land now or formerly of Beatrice E. Leavitt near Station 318 + 10. Containing one (1) acre, more or less.

Being a portion of the land devised to the Grantors by will of the late Warren M. Batchelder of Hampton. See Probate Records 28509 Rockingham County Registry.

- 1131 254

AND the Grantor does hereby convey to the State of New Hampshire all rights of access, air, view, and light pertaining to the remainder of abutting lands, belonging to the Grantor, his heirs, assigns, executors and administrators, as defined in Part 7 Chapter 90 of the Revised Laws as amended by Chapter 188, Laws of 1945 entitled "Limited Access Highways."

AND the Grantor does hereby release to The State of New Hampshire any and all claims to damage arising from or incidental to the altering, widening, draining and improving the new highway and the location thereof in, over and upon the land hereby conveyed.

TO HAVE AND TO HOLD the said granted premises, with all the privileges and appurtenances to the same belonging, to it the said State of New Hampshire it and its successors and assigns, to it and their own use and benefit forever. And We the said Edwin L. Batchelder and George H. Batchelder and our heirs, executors and administrators do hereby covenant, grant and agree, to and with the said State of New Hampshire, it and its successors and assigns, that until the delivery hereof we are the lawful owners of the said premises, and are seized and possessed thereof in our own right in fee simple; and have full power and lawful authority to grant and convey the same in manner aforesaid; that the premises are free and clear from all and every incumbrance whatsoever; and that we and our heirs, executors and administrators, shall and will WARRANT and DEFEND the same to the said State of New Hampshire it and its successors and assigns, against the lawful claims and demands of any person or persons whatsoever.

And I, Charlotte J. Batchelder, wife of Edwin L. Batchelder, and And I, Louise B. Batchelder, of the said George H. Batchelder, in consideration aforesaid, do hereby relinquish our rights of dower in the before-mentioned premises.

And we the said Edwin L. Batchelder and Charlotte J. Batchelder and George H. Batchelder and Louise B. Batchelder, for the consideration aforesaid, do hereby grant, discharge and release unto the said grantee and it and its successors and assigns, all right of Homestead in the above described premises.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 16th day of May in the year of our Lord, 1949.

Signed, sealed and delivered
in the presence of:

John W. Harris
to wit for

Edwin L. Batchelder
Charlotte J. Batchelder
George H. Batchelder
Louise B. Batchelder

STATE OF NEW HAMPSHIRE Rockingham SS. *M* 16 A.D. 1949.

Personally appeared the above-named Edwin L. Batchelder and Charlotte J. Batchelder
George H. Batchelder and Louise B. Batchelder
and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

John W. Harris
Justice of the Peace - Notary Public
My commission expires *July 24, 1949*

Received and recorded May 28, 9:25 A.M., 1949

SUBJECT TAX CARD & MISCELLANEOUS DATA

35

1 TIMBER SWAMP RD

Location 1 TIMBER SWAMP RD

Assessment \$447,300

Mblu 66/ 2/ / /

Appraisal \$447,300

Acct# 510

PID 510

Owner NEW HAMPSHIRE, STATE OF

Building Count 1

Current Value

| Appraisal | | | |
|----------------|--------------|-----------|-----------|
| Valuation Year | Improvements | Land | Total |
| 2011 | \$30,000 | \$417,300 | \$447,300 |
| Assessment | | | |
| Valuation Year | Improvements | Land | Total |
| 2011 | \$30,000 | \$417,300 | \$447,300 |

Owner of Record

Owner NEW HAMPSHIRE, STATE OF

Sale Price \$0

Co-Owner

Certificate

Address STATE HOUSE

Book & Page 1131/0253

CONCORD,, NH 03301

Sale Date

Ownership History

| Ownership History | | | | |
|-------------------------|------------|-------------|-------------|-----------|
| Owner | Sale Price | Certificate | Book & Page | Sale Date |
| NEW HAMPSHIRE, STATE OF | \$0 | | 1131/0253 | |

Building Information**Building 1 : Section 1**

Year Built:

Living Area: 0

Replacement Cost: \$0

Building Percent

Good:

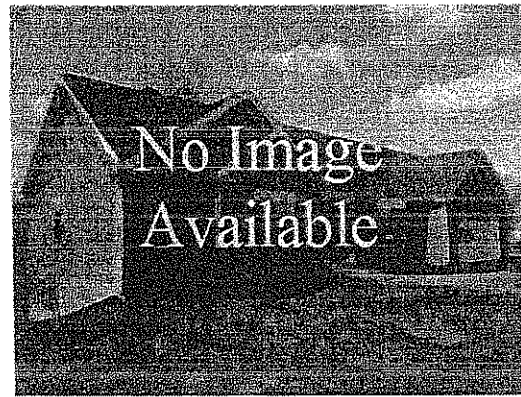
Replacement Cost

Less Depreciation: \$0

Building Photo


| Building Attributes | |
|---------------------|-------------|
| Field | Description |
| Style | Vacant Land |
| Model | |
| Grade: | |
| Stories: | |

| | |
|--------------------|--|
| Occupancy | |
| Exterior Wall 1 | |
| Exterior Wall 2 | |
| Roof Structure: | |
| Roof Cover | |
| Interior Wall 1 | |
| Interior Wall 2 | |
| Interior Flr 1 | |
| Interior Flr 2 | |
| Heat Fuel | |
| Heat Type: | |
| AC Type: | |
| Total Bedrooms: | |
| Total Bthrms: | |
| Total Half Baths: | |
| Total Xtra Fixtrs: | |
| Total Rooms: | |
| Bath Style: | |
| Kitchen Style: | |
| MHP | |



(<http://images.vgsi.com/photos/HamptonNHPhotos//default.jpg>)

Building Layout

 Building Layout

| Building Sub-Areas | Legend |
|--------------------------------|--------|
| No Data for Building Sub-Areas | |

Extra Features

| Extra Features | Legend |
|----------------------------|--------|
| No Data for Extra Features | |

Land

Land Use

Use Code 901V
 Description STATE-NH MDL-00
 Zone I
 Neighborhood
 Alt Land Appr No
 Category

Land Line Valuation

Size (Acres) 4.2
 Frontage 0
 Depth 0
 Assessed Value \$417,300
 Appraised Value \$417,300

Outbuildings

| Outbuildings | | | | | | Legend |
|--------------|----------------|----------|-----------------|------------|----------|--------|
| Code | Description | Sub Code | Sub Description | Size | Value | Bldg # |
| PAV1 | PAVING-ASPHALT | | | 30000 S.F. | \$30,000 | 1 |

Valuation History

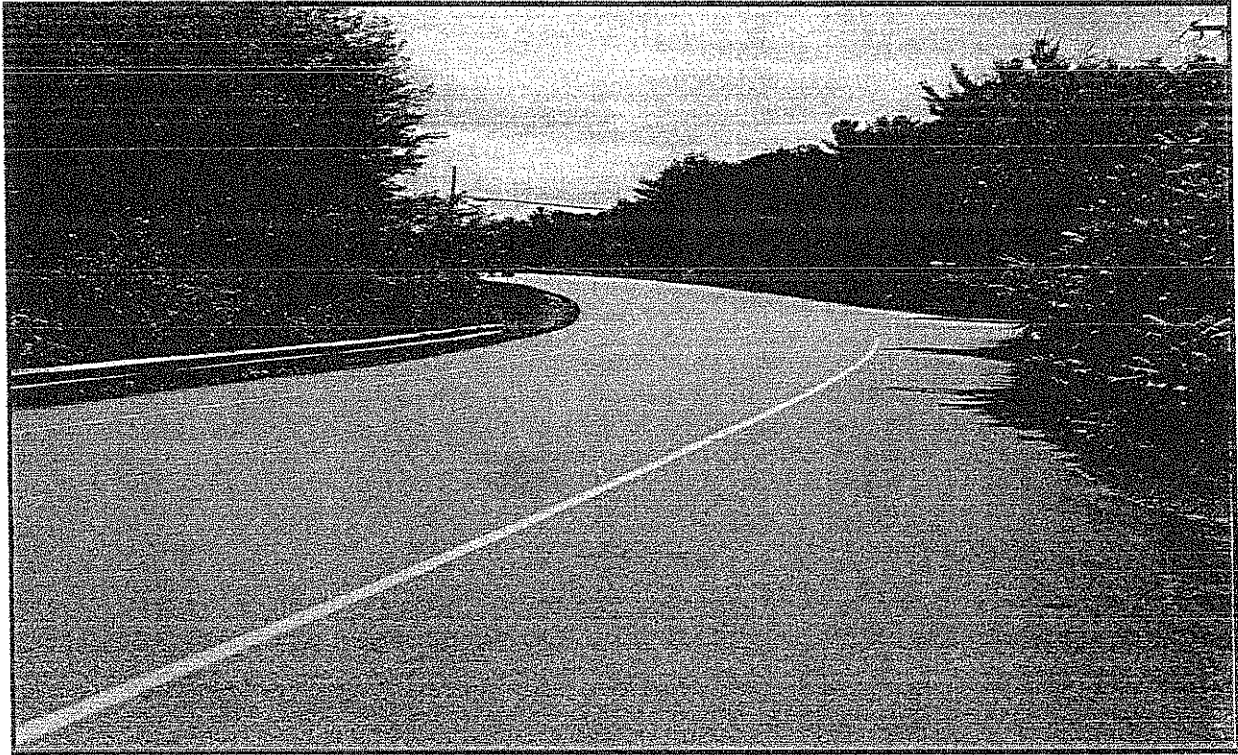
| Appraisal | | | |
|----------------|--------------|------|-------|
| Valuation Year | Improvements | Land | Total |

| | | | |
|------|----------|-----------|-----------|
| 2014 | \$30,000 | \$417,300 | \$447,300 |
| 2013 | \$30,000 | \$417,300 | \$447,300 |
| 2012 | \$30,000 | \$417,300 | \$447,300 |

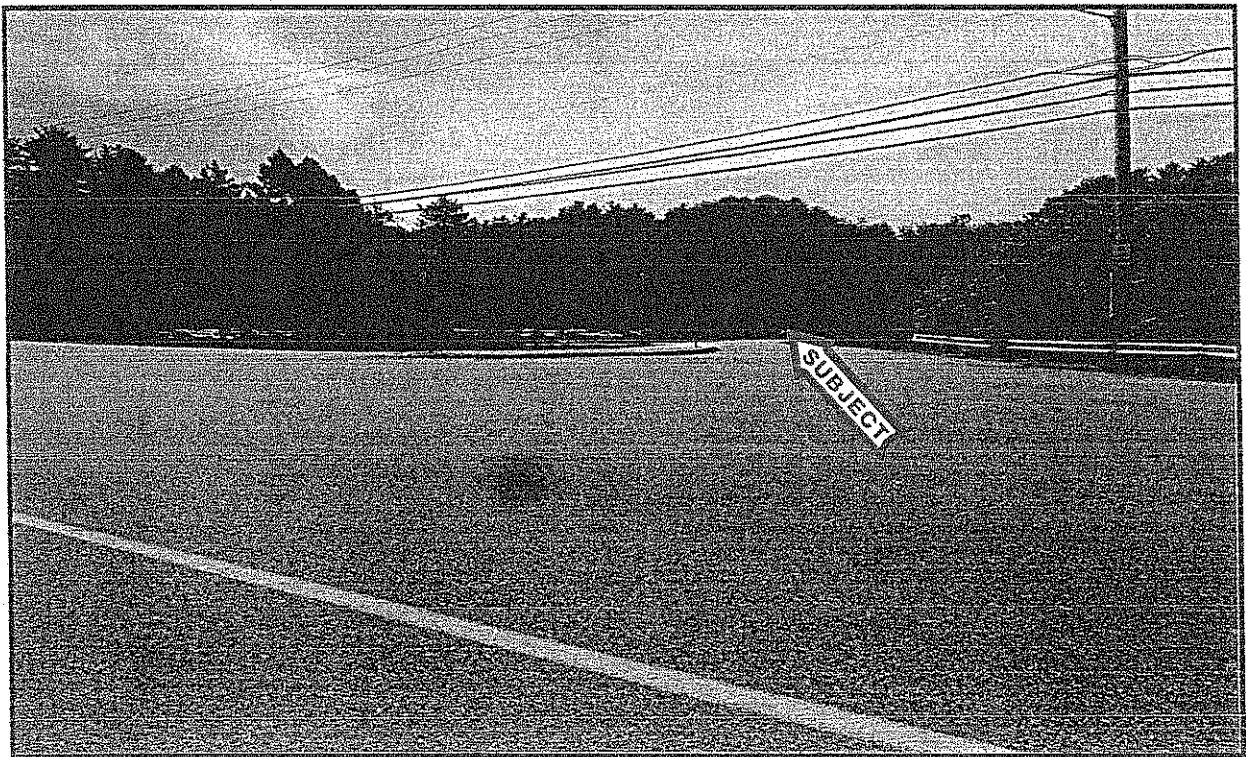
| Assessment | | | |
|----------------|--------------|-----------|-----------|
| Valuation Year | Improvements | Land | Total |
| 2014 | \$30,000 | \$417,300 | \$447,300 |
| 2013 | \$30,000 | \$417,300 | \$447,300 |
| 2012 | \$30,000 | \$417,300 | \$447,300 |

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PHOTOGRAPHS OF SUBJECT PROPERTY

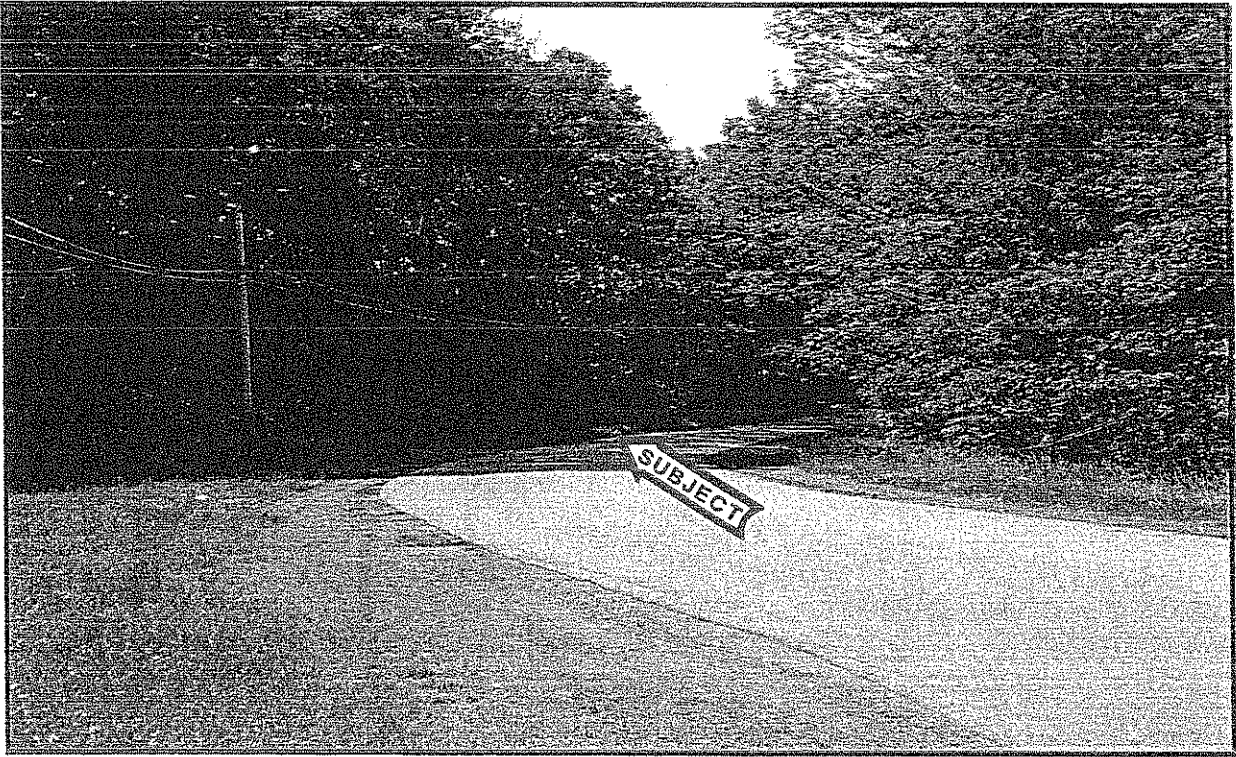


East View – Exeter Road

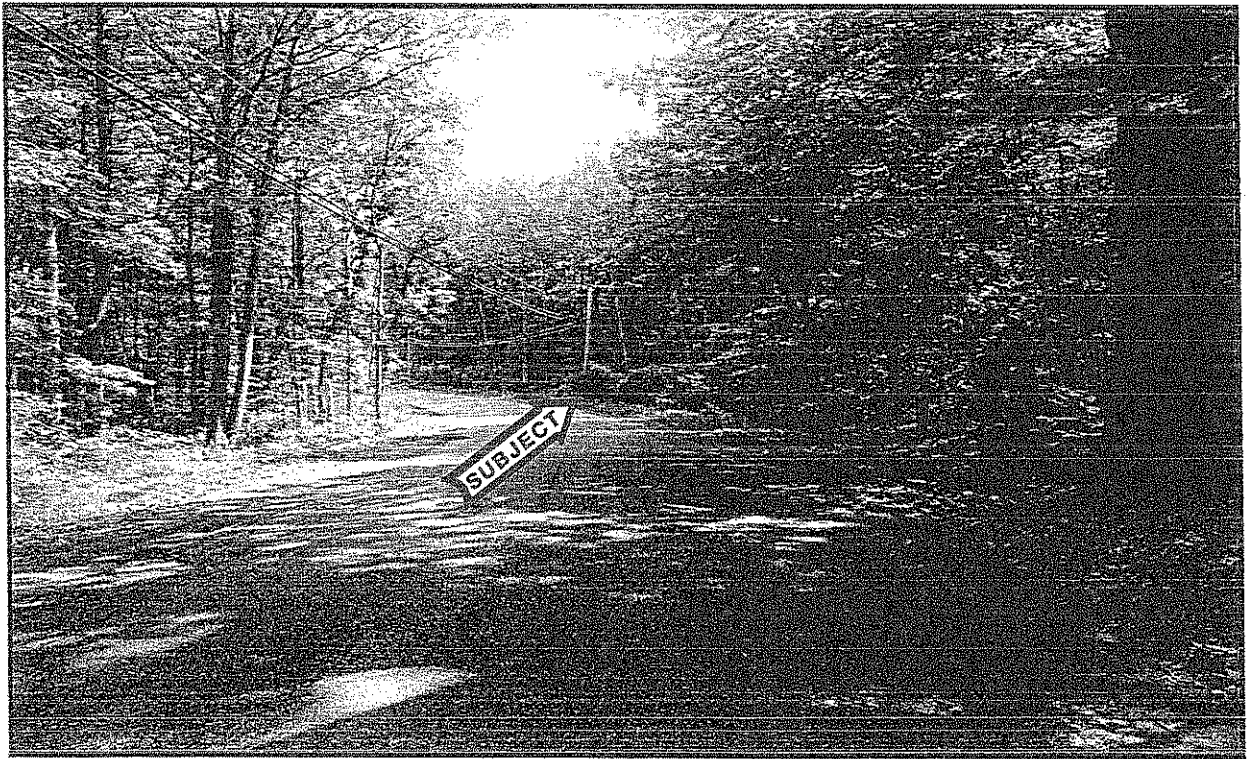


South View – Timber Swamp Road

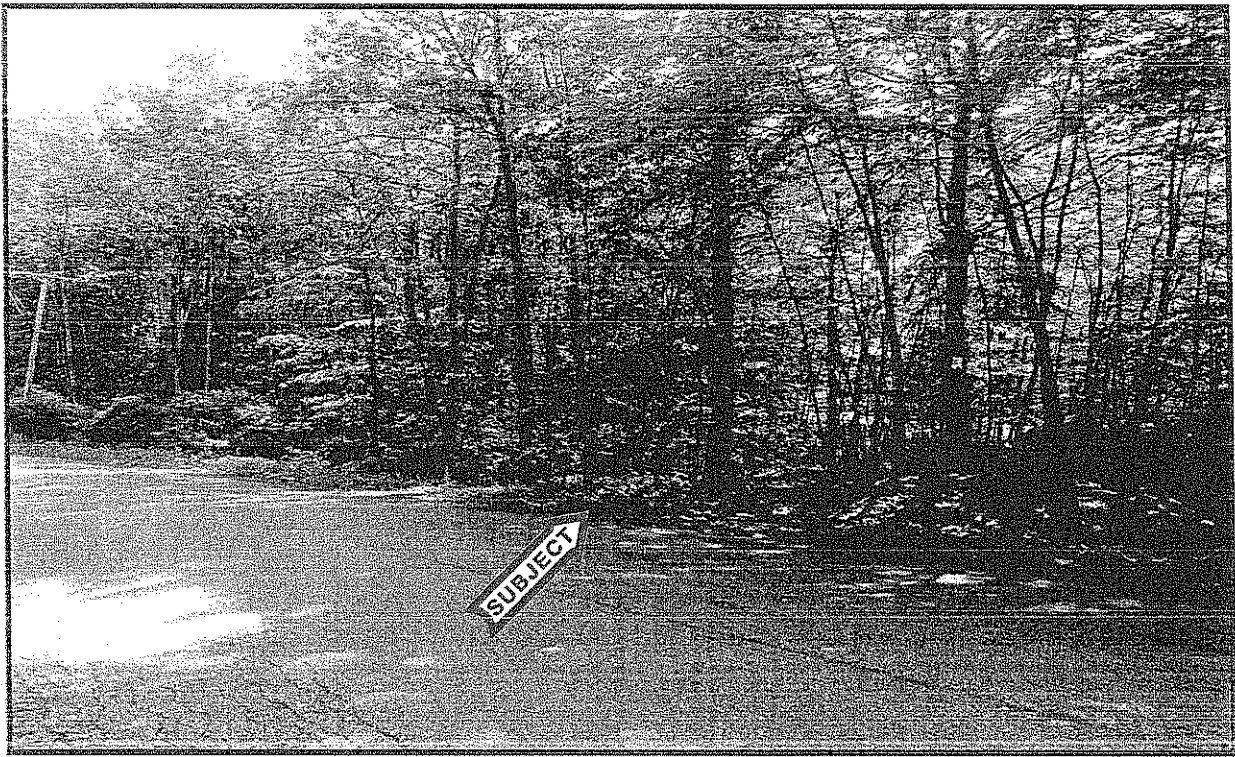
PHOTOGRAPHS OF SUBJECT PROPERTY



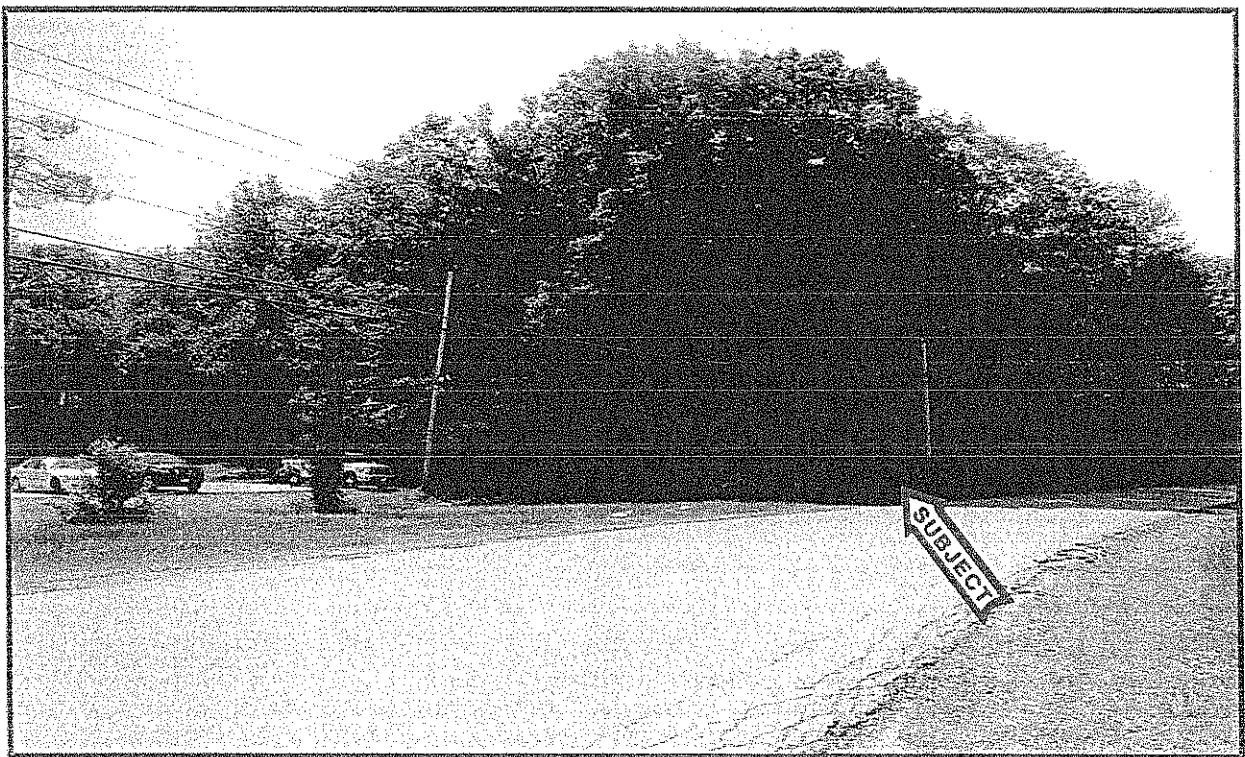
South View – Timber Swamp Road



North View – Timber Swamp Road

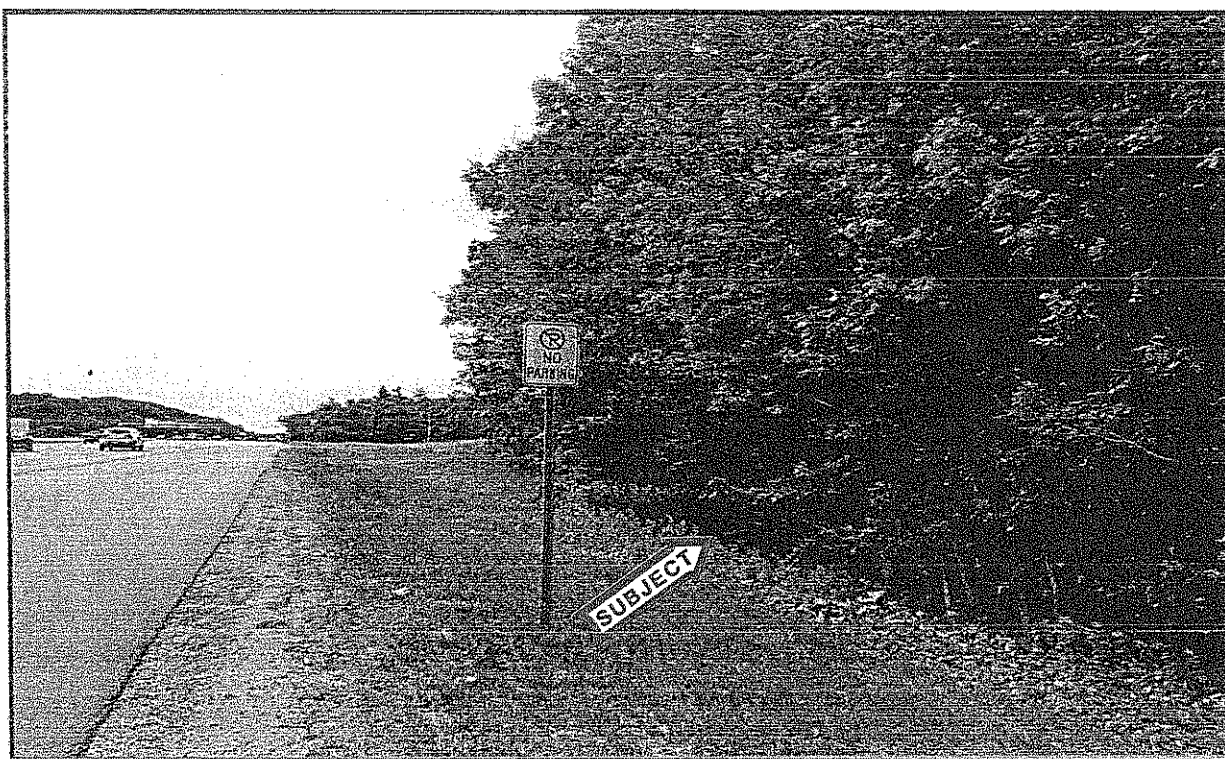


Northeast View – Subject site along Timber Swamp Road

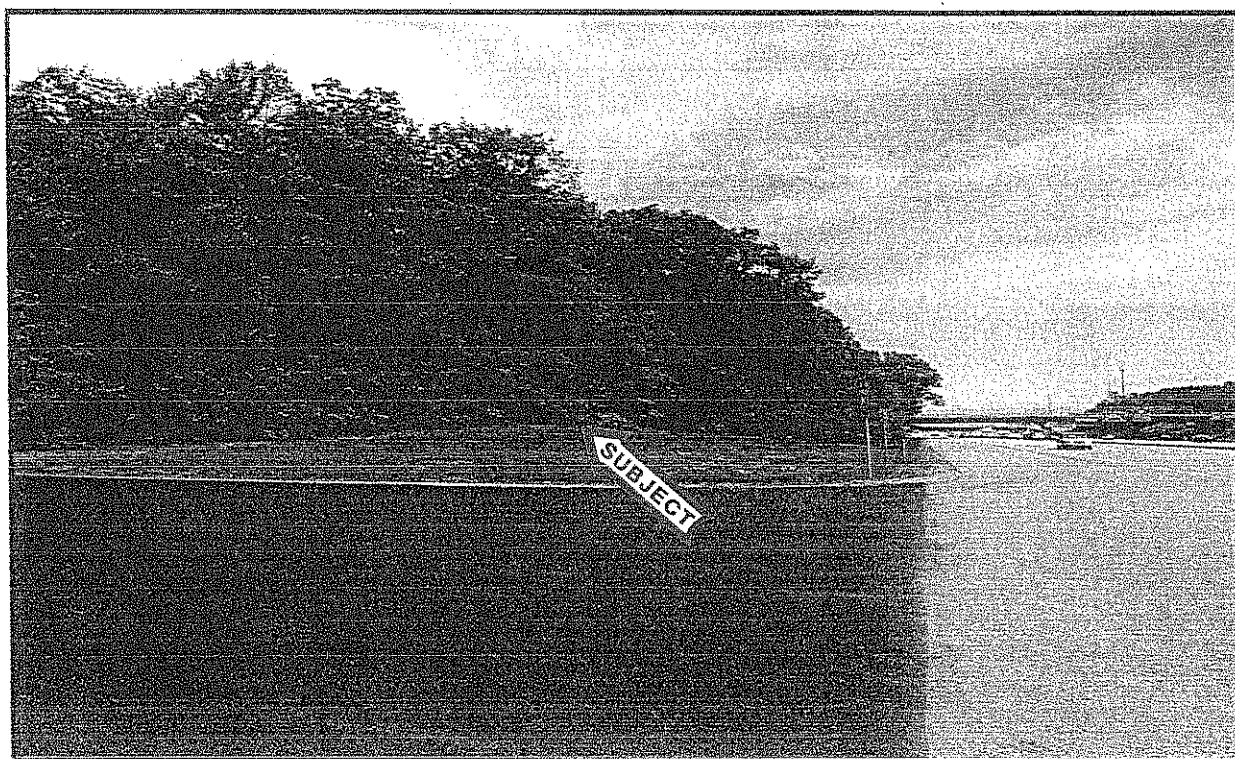


Southeast View – Subject site along Timber Swamp Road

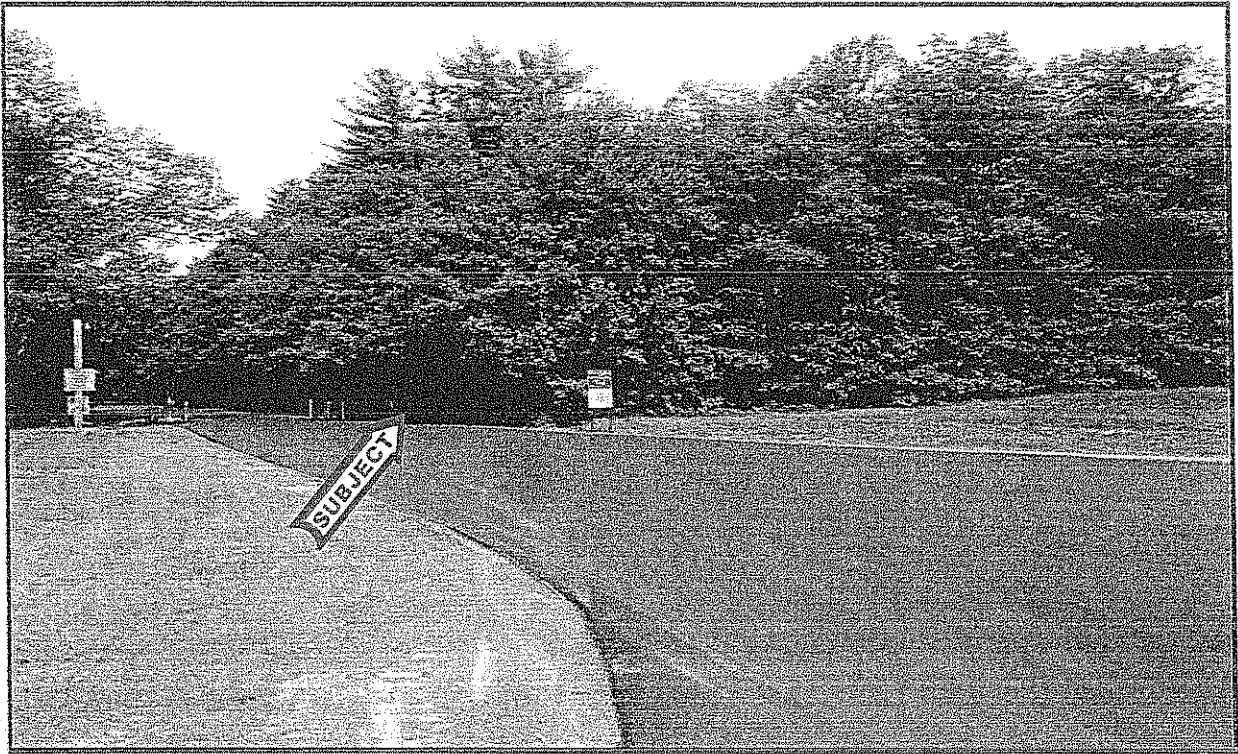
PHOTOGRAPHS OF SUBJECT PROPERTY



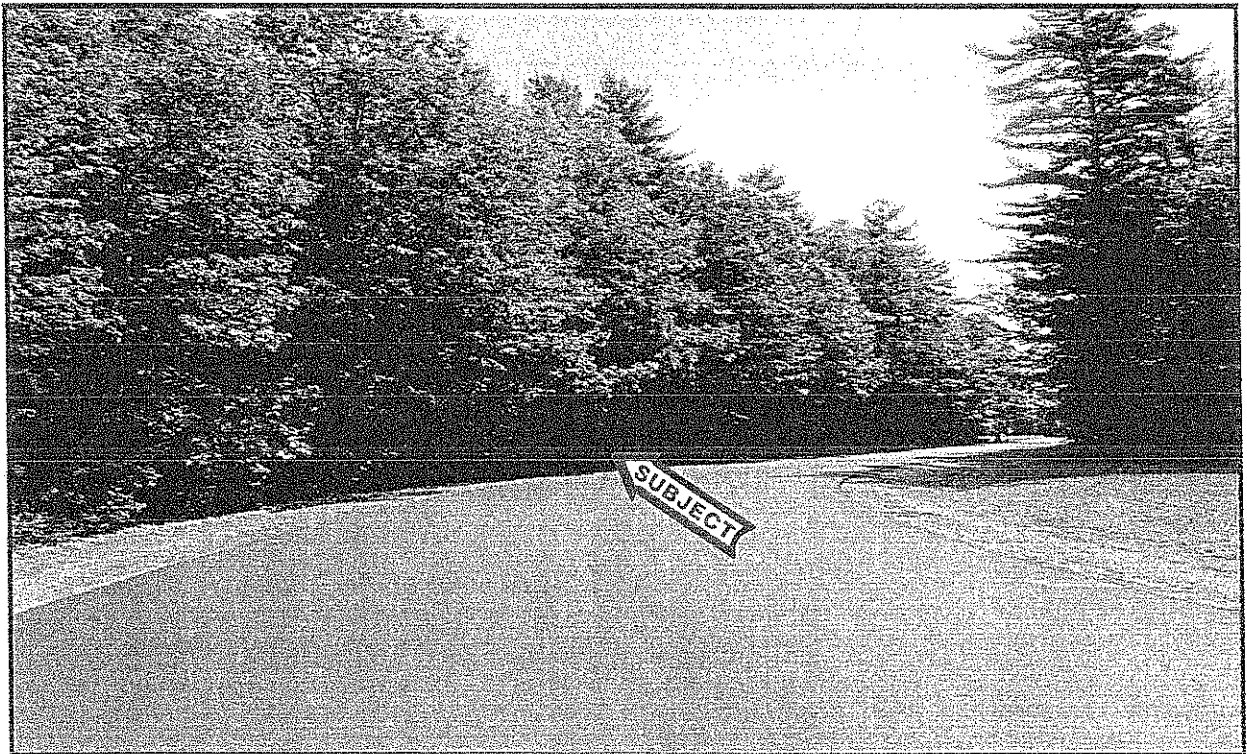
South View – Rear of subject site along I-95



North View – Rear of subject site along I-95



West View – Southern boundary along Dept. of Public Works & Highway Maint. Road



East View – Southern boundary along Dept. of Public Works & Highway Maint. Road

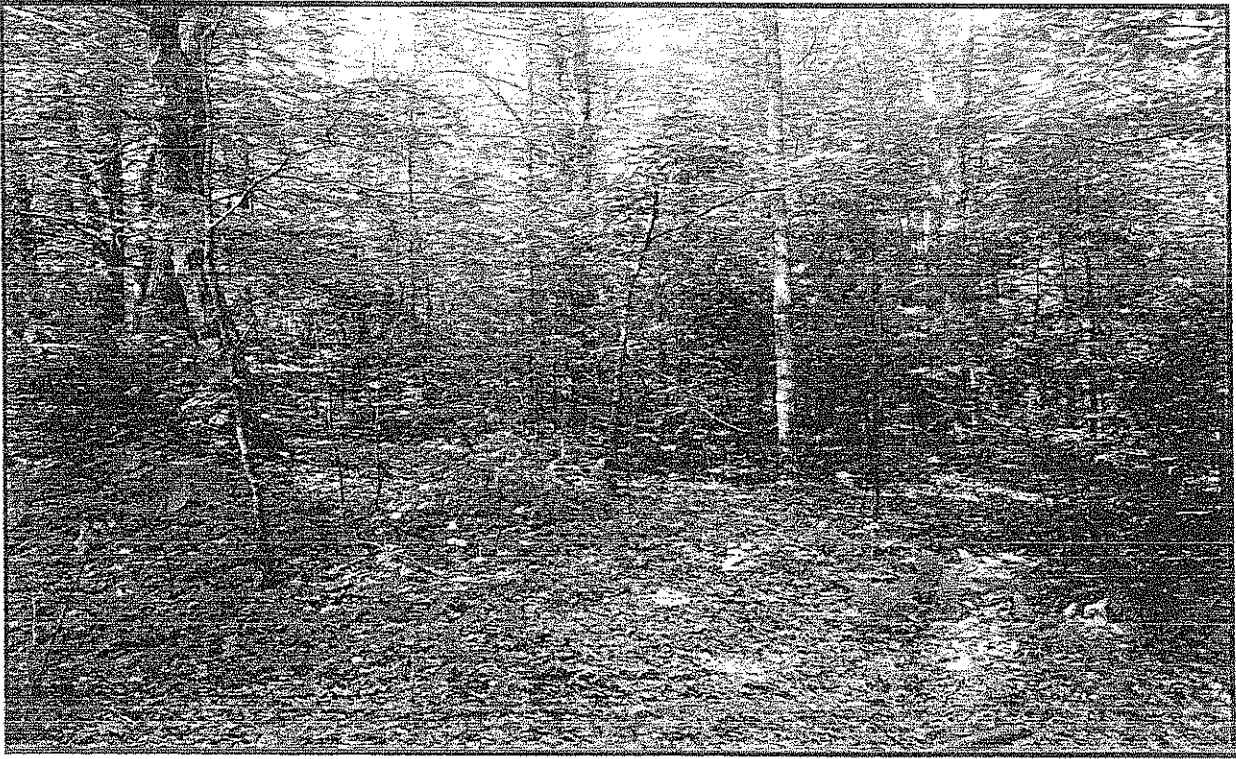


Northeast View – Subject Site



Southeast View – Subject Site

PHOTOGRAPHS OF SUBJECT PROPERTY



Southwest View – Subject Site

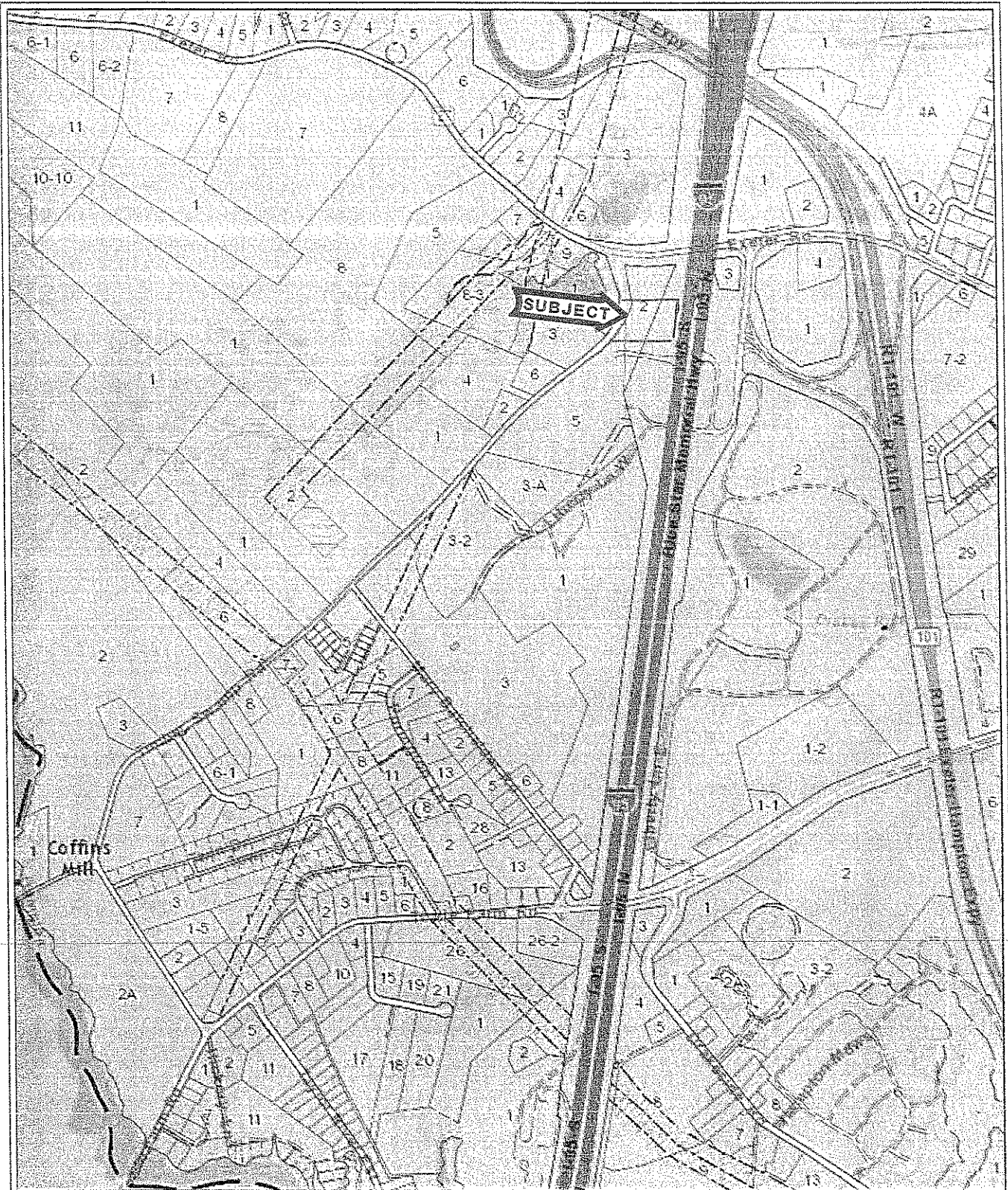


Northwest View – Subject Site

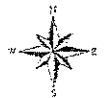
MAPS AND PLANS

AREA MAP





Neighborhood Map
 Timber Swamp Rd, Hampton, NH
 1 Inch = 1030 Feet
 June 29, 2015



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

www.cai-tech.com

CAI Technologies
 LAND & WATER SOLUTIONS



Neighborhood Map
 Timber Swamp Rd, Hampton, NH
 1 Inch = 515 Feet
 June 29, 2015




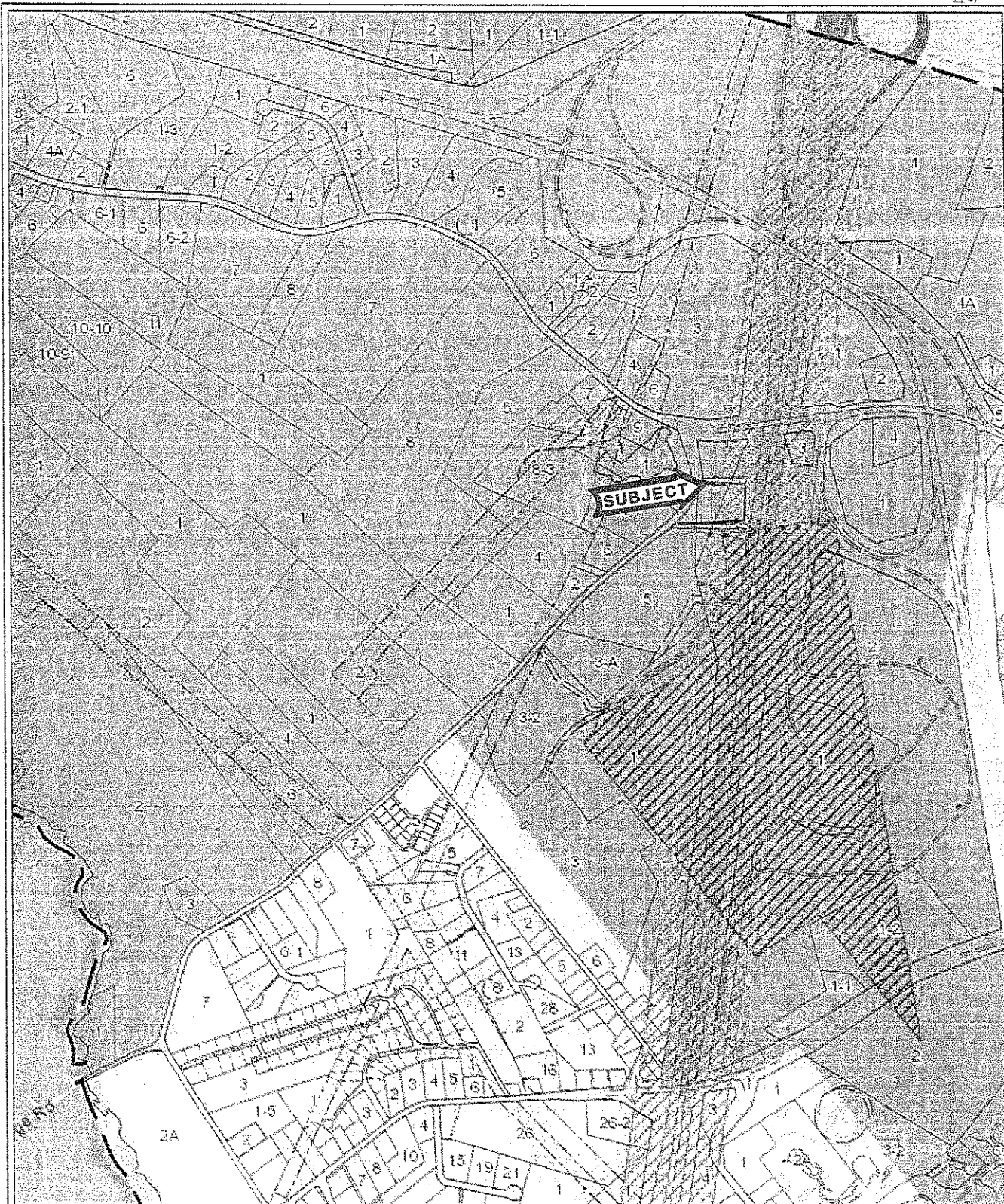
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CAI Technologies
 Aerial Mapping Solutions



| | | | |
|--|--|---|--|
|  STAR OF THE LAMARINE DEPARTMENT OF TRANSPORTATION BUREAU OF PUBLIC SAFETY | | PROPERTY NUMBER INSTRUMENT LOCATION | |
| FILE NUMBER | | INVESTIGATION DATE PERIOD | |
| REPORT MADE AT | | REPORT MADE BY | |
| REPORT MADE ON | | REPORT MADE FOR | |

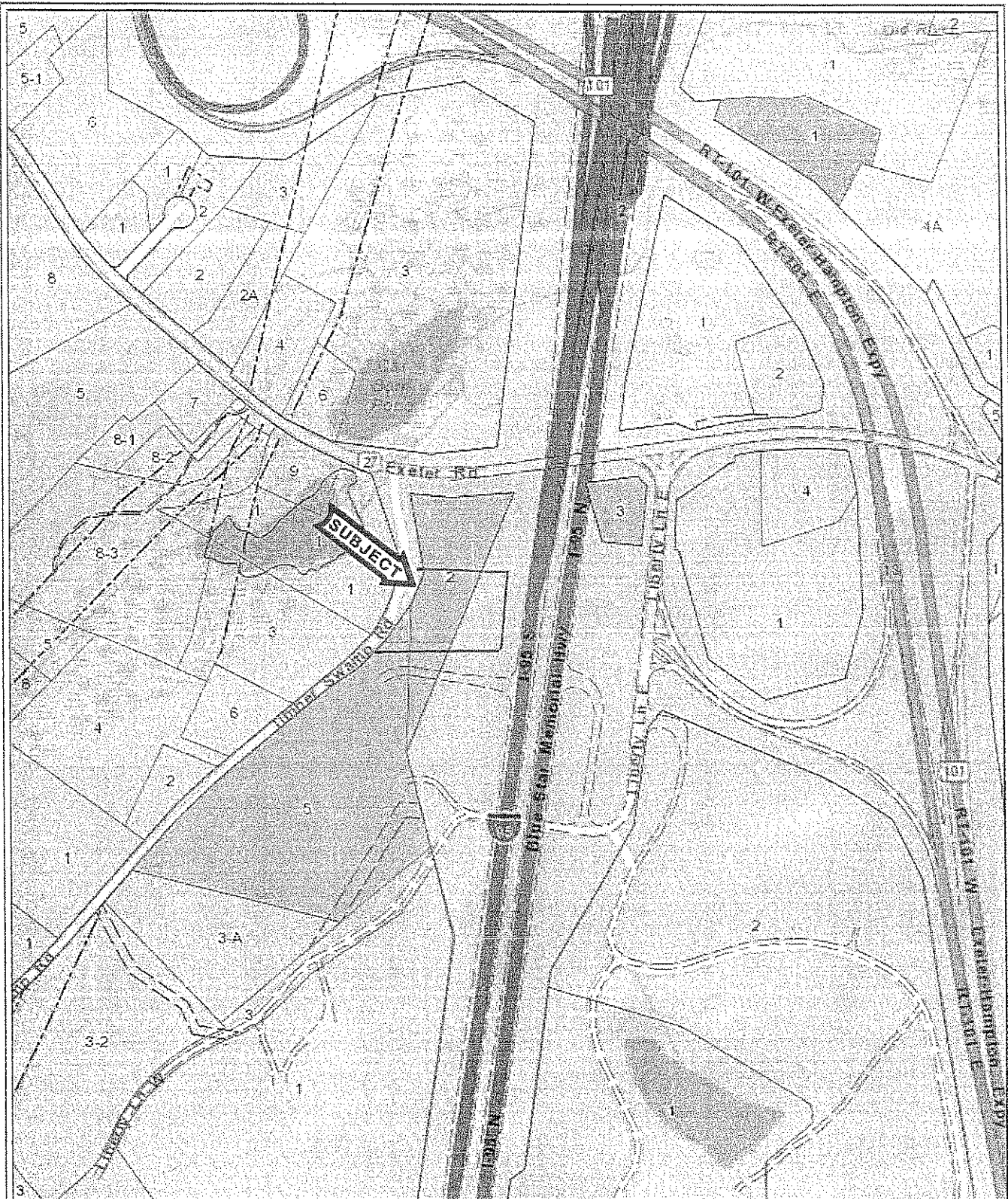


Zoning Map
1 Timber Swamp Rd., Hampton, NH
1 Inch = 1030 Feet
July 08, 2015

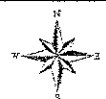


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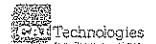


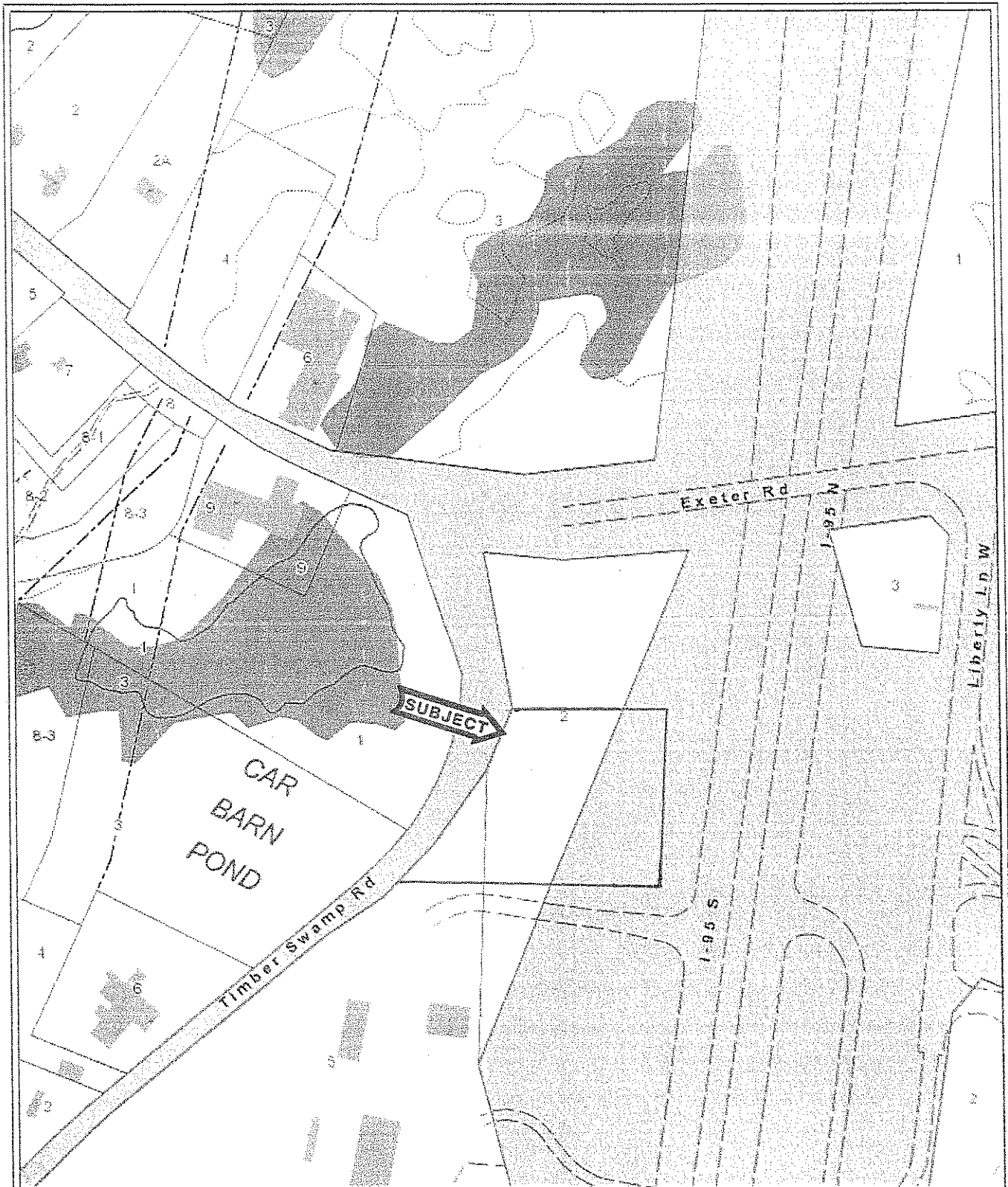
Tax Exempt Map
1 Timber Swamp Rd, Hampton, NH
1 Inch = 515 Feet
July 08, 2015



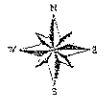
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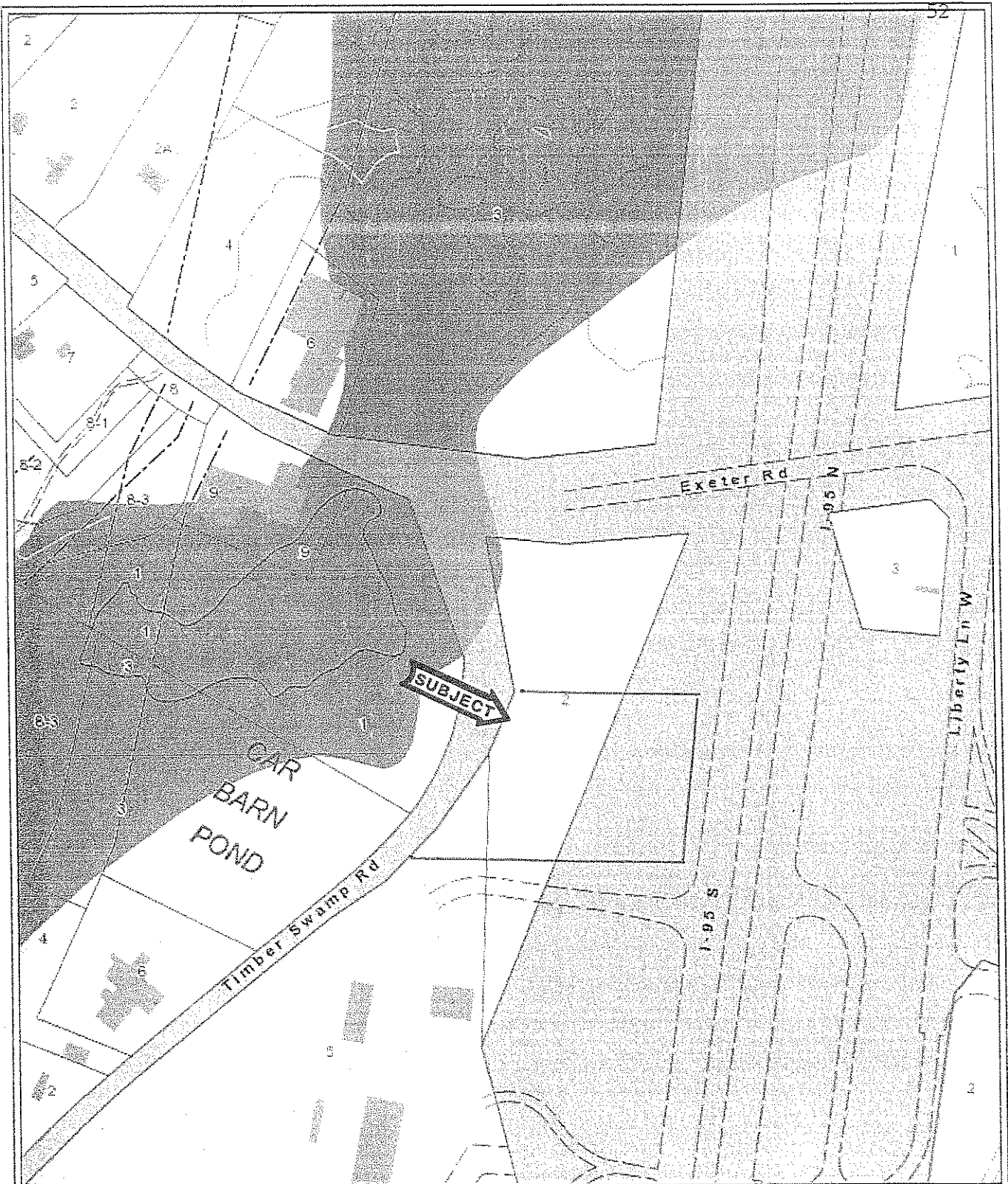
NWI Wetland Map
 1 Timber Swamp Rd, Hampton, NH
 1 Inch = 258 Feet
 July 08, 2015



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CAI Technologies

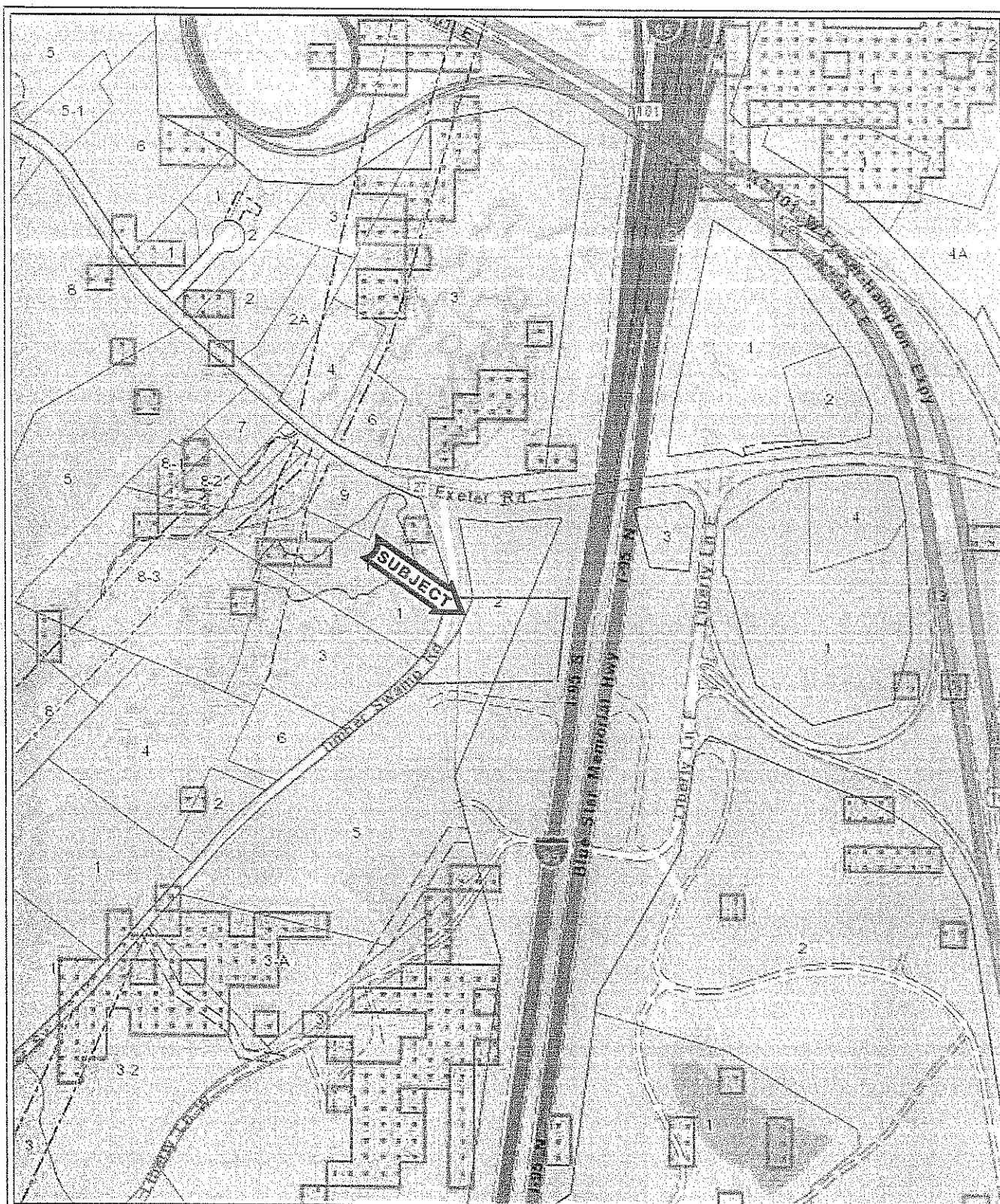


Flood Map
1 Timber Swamp Rd, Hampton, NH
1 Inch = 258 Feet
July 08, 2015



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CAI Technologies

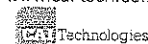


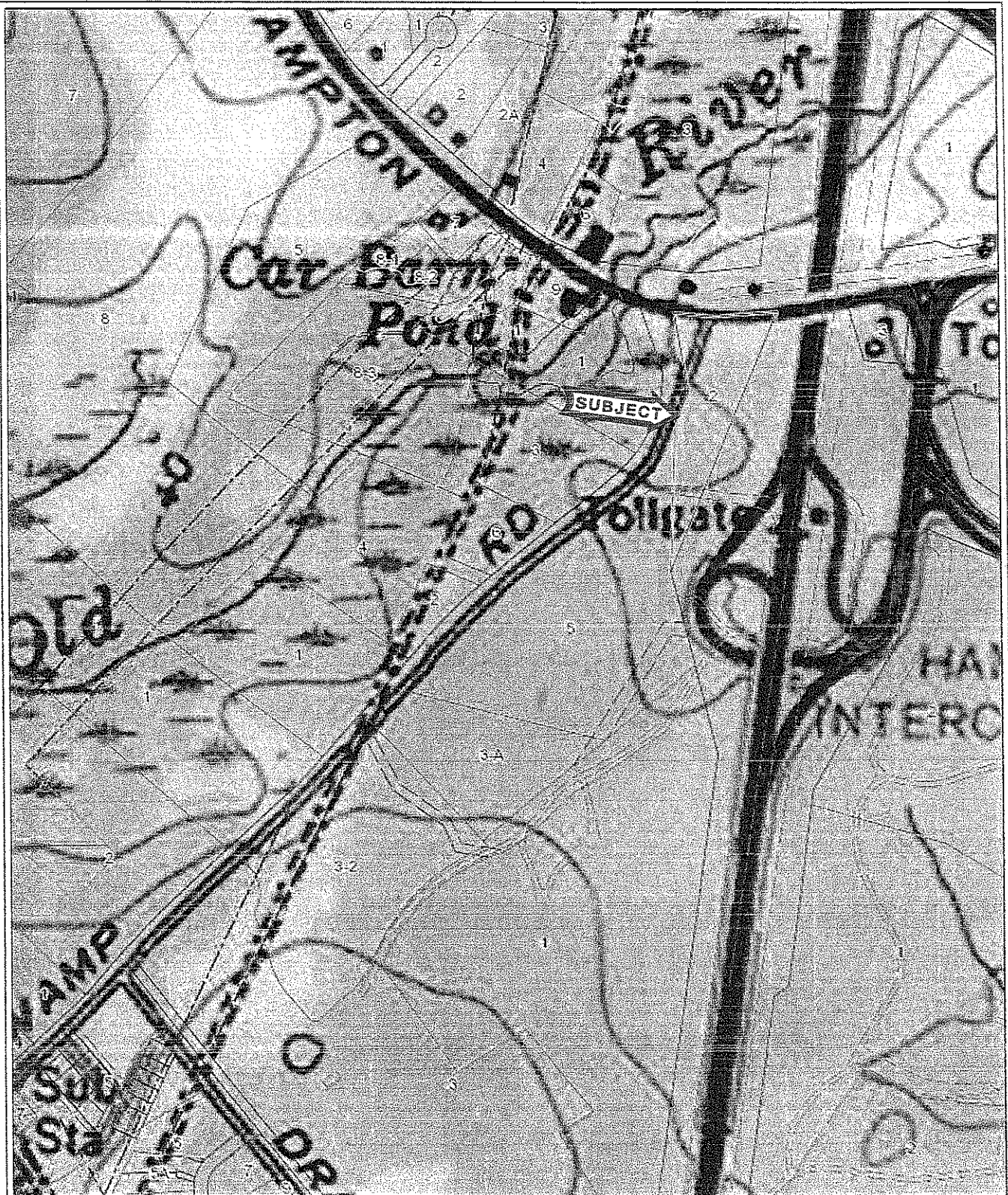
Wetlands Map
1 Timber Swamp Rd, Hampton, NH
1 Inch = 515 Feet
July 08, 2015



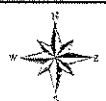
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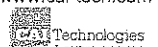


USGS Map
 Timber Swamp Rd, Hampton, NH
 1 Inch = 515 Feet
 June 29, 2015



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COMPARABLE LAND SALES

COMPARABLE LAND SALE #L-1

Location: 106 Ledge Road, Seabrook, NH
 Grantor: Swanky Nominee Trust
 Grantee: Robpat Associates, LLC
 Sale Date: 1/26/11 Book/Page: 5189/607
 Date Recorded: 1/26/11 Deed Type: Quitclaim
 Registry: Rockingham Revenue Stamps: \$5,250

PHYSICAL

Size: 2.7 ± acres Shape: Irregular
 Frontage: 351.84 feet Depth: Varies
 Topography: Open & rolling Road Grade: At
 Soils: N/A Street Surface: Paved
 Improvements: None

UTILITIES

Water: Municipal Gas: At street
 Sewer: Municipal Electric: At street

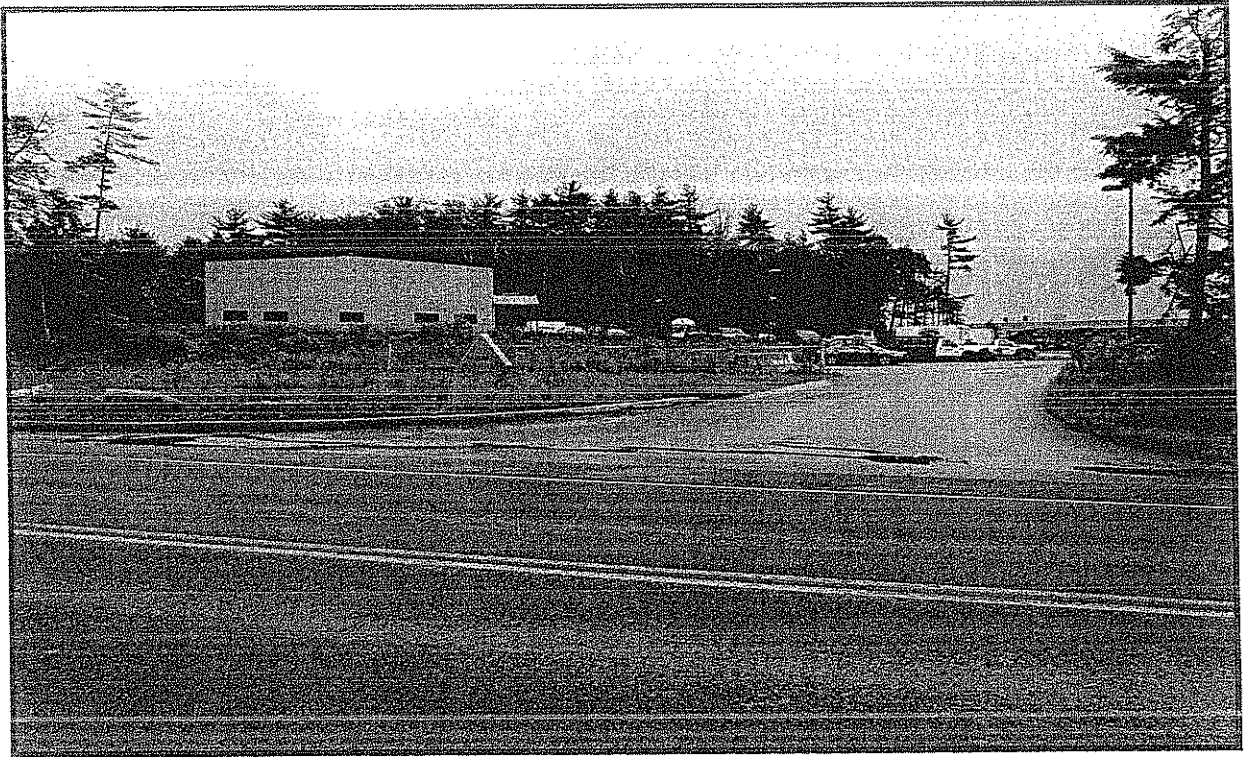
USE

Zoning: Industrial Use: Vacant land
 Highest and Best Use: Industrial
 Sale Price: \$350,000 Financing: None recorded with sale
 Sale Price/Acre: \$129,630
 Conditions of Sale: Arm's Length

CONFIRMATION

Source: Broker Confirmed By: J. Fahey
 Date: 6/15

Comments: This property is identified on Seabrook Tax Map 6 as Lot 7 and is located in an industrial park just west of I-95 (Exit 1) and Batchelder Road. Subsequent to the sale, the grantee (d/b/a Midway Utility Contractors) built an 8,419± SF (3 bay) maintenance garage with a 40,000± SF storage yard. The site was originally listed for \$399,000.



Property : Comparable Sale L-1

Location : 106 Ledge Road, Seabrook, NH

Owner : Robpat Associates, LLC

Camera Location : Ledge Road

Photographer : J. Fahey

Date Taken : July 2015

Project File Number : 6.155

COMPARABLE LAND SALE #L-2

59

Location: Drakeside Road, Hampton, NH
Grantor: Asset Title Holding Company
Grantee: Chinburg Development, LLC
Sale Date: 7/10/15 Book/Page: 5635/259
Date Recorded: 7/10/15 Deed Type: Warranty
Registry: Rockingham Revenue Stamps: \$2,250

PHYSICAL

Size: 1.2994 ± acres Shape: Irregular
Frontage: 237.61'/453.02' Depth: Varies
Topography: Open and level Road Grade: At
Soils: n/a Street Surface: Paved
Improvements: None

UTILITIES

Water: Municipal Gas: Propane
Sewer: Municipal Electric: At street

USE

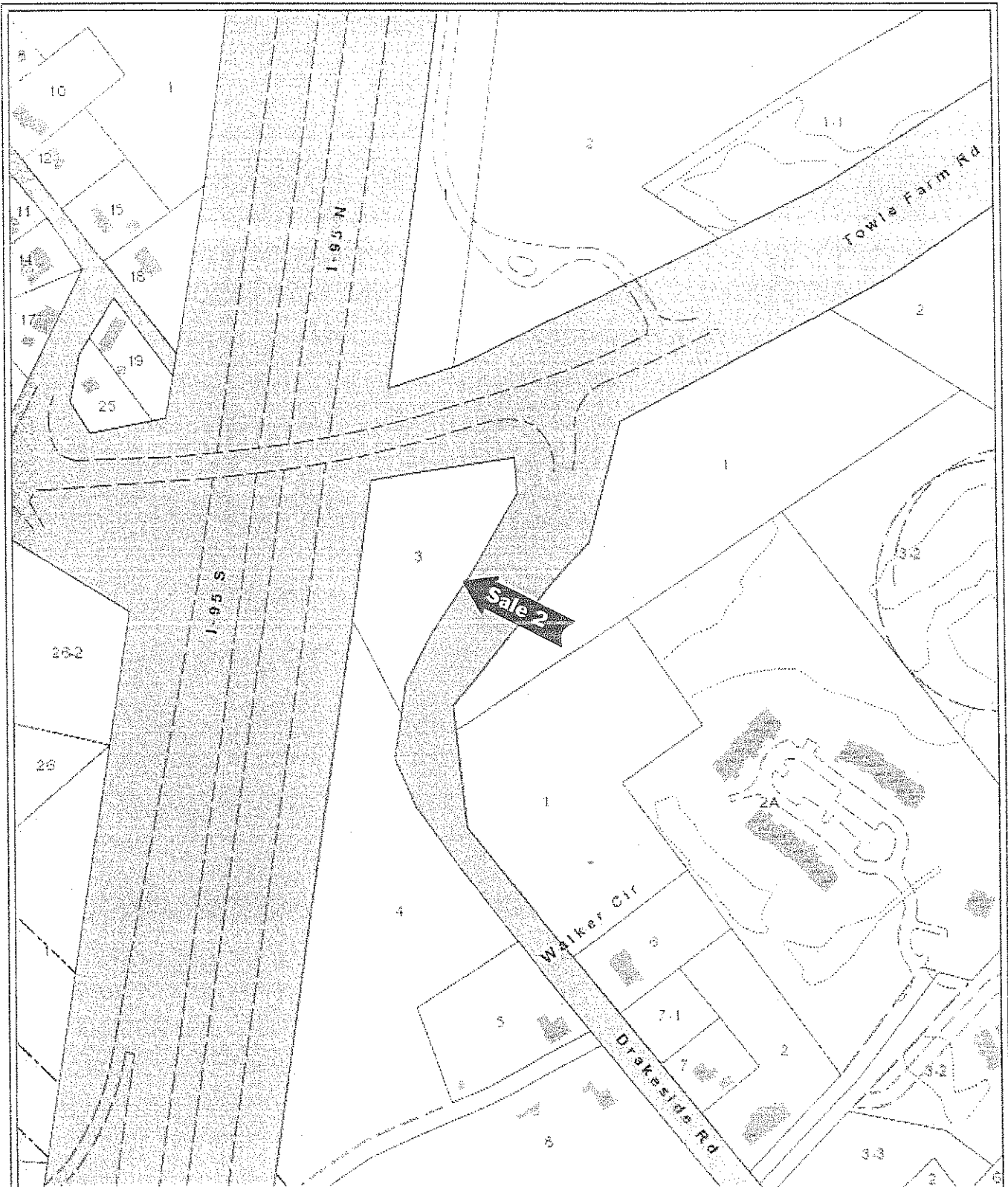
Zoning: General (G) Use: Unimproved land
Highest and Best Use:
Sale Price: \$150,000 Financing: Ralph Del Vecchio - \$150,000
Sale Price/Acre: \$115,438/acre
Conditions of Sale: Arm's Length

CONFIRMATION

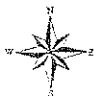
Source: Broker Confirmed By: J. Fahey
Date: 7/15

Comments: This property is identified on Hampton Tax Map 140 as Lot 3 and is located ½ mile southwest of Exeter Road (Route 27), on the southwest corner of Towle Farm Road and Drakeside Road, adjacent to I-95. This lot was being marketed as a commercial site but the General zoning allows commercial, industrial and residential uses. The grantee is a local developer and prior to purchasing the site, he obtained approvals for a traditional 3 lot residential subdivision with lot sizes ranging from 0.37± acres to 0.52 acres. The Existing Conditions plan

for the proposed development indicates the actual lot size is 56,604± SF, or 1.2994± acres (municipal records indicate a lot size of 1.5± acres). The developer is also in the process of obtaining approvals for a 10 lot open space development on a 6.82± acres (2 lots) directly across the street, on the southeast corner of Towle Farm Road (Map 140, Lot 1 and Map 157, Lot 1).

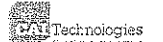


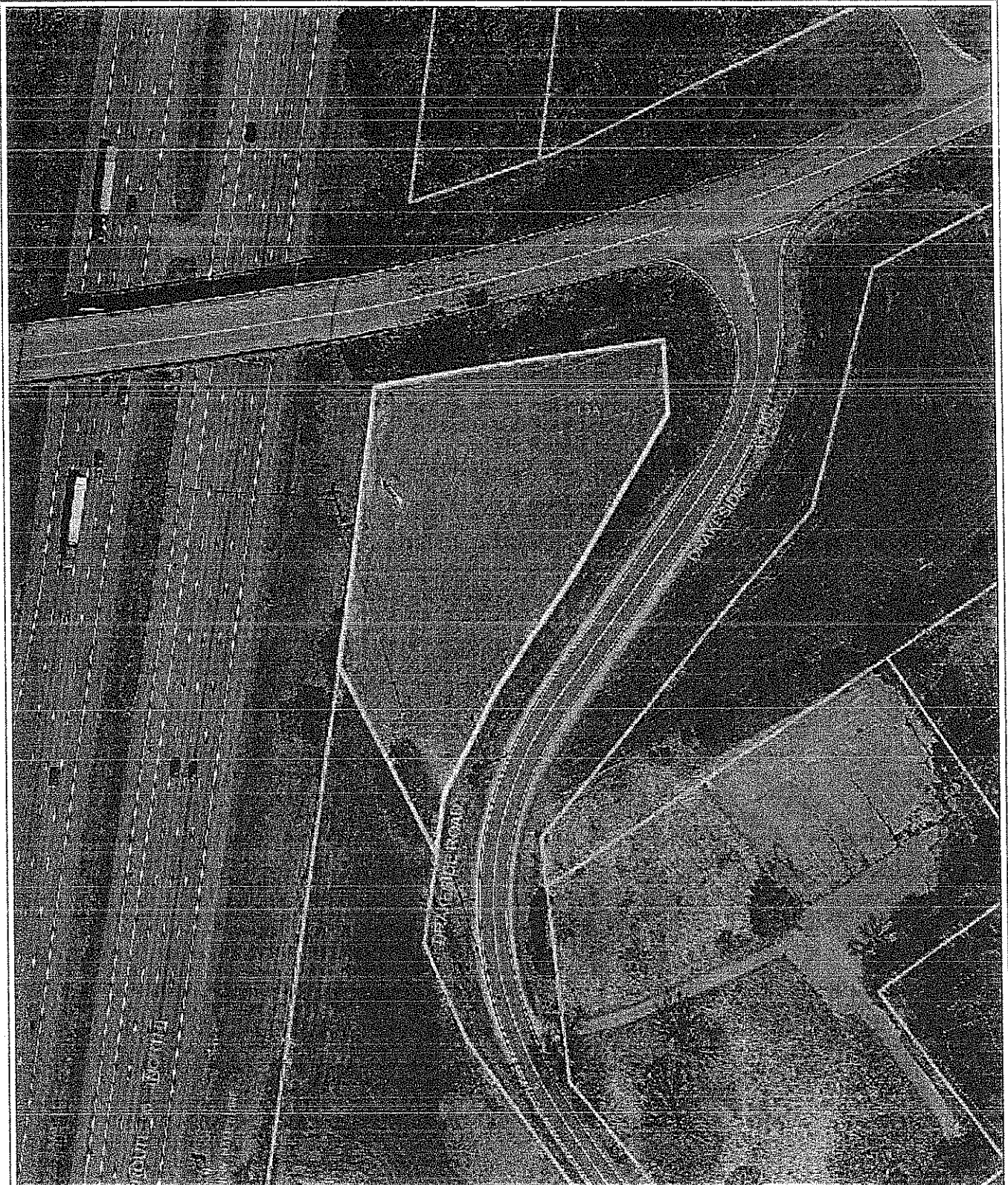
Site Plan
Drakeside Road, Hampton, NH
1 Inch = 220 Feet
July 10, 2015



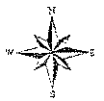
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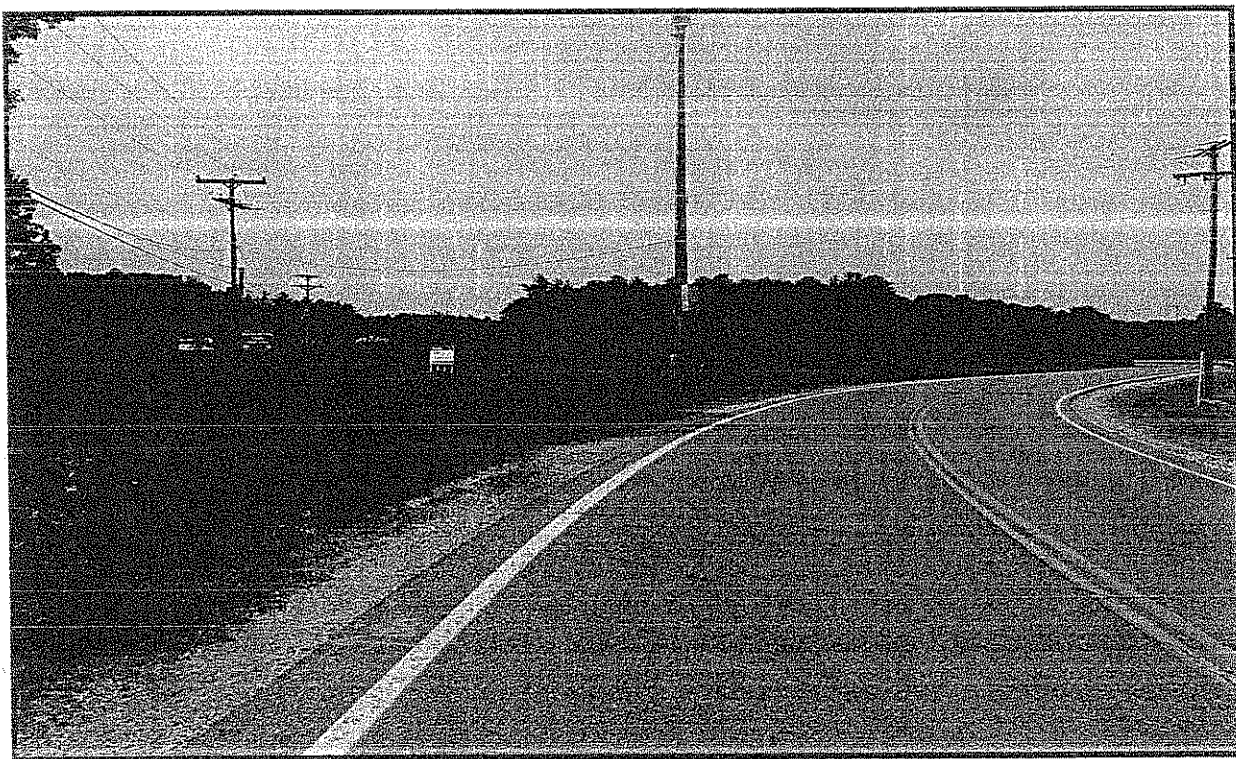
Aerial Map
Drakeside Rd., Hampton, NH
1 Inch = 110 Feet
July 13, 2015



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CAI Technologies
Aerial Mapping Solutions



Property : Comparable Sale L-2

Location : Drakeside Road, Hampton, NH

Owner : Chinburg Development, LLC

Camera Location : Towle Farm Road

Photographer : J. Fahey

Date Taken : July 2015

Project File Number : 6.155

COMPARABLE LAND SALE #L-3

Location: 64 - 74 Epping Road (Route 27), Exeter, NH
 Grantor: Lavender Loft, LLC/Leigh Smith
 Grantee: Great Bay Kids Company, Inc.
 Sale Date: 12/29/14 Book/Page: 5585/1600 and 1602
 Date Recorded: 12/29/14 Deed Type: Warranty
 Registry: Rockingham Revenue Stamps: \$6,750/\$1,950

PHYSICAL

Size: 2.42 ± acres Shape: Irregular
 Frontage: 409.52' Depth: Varies
 Topography: Open and level Road Grade: At
 Soils: n/a Street Surface: Paved
 Improvements: 1,438 ± SF (1.5 story) house to be razed

UTILITIES

Water: Municipal Gas: Natural
 Sewer: Municipal Electric: At street

USE

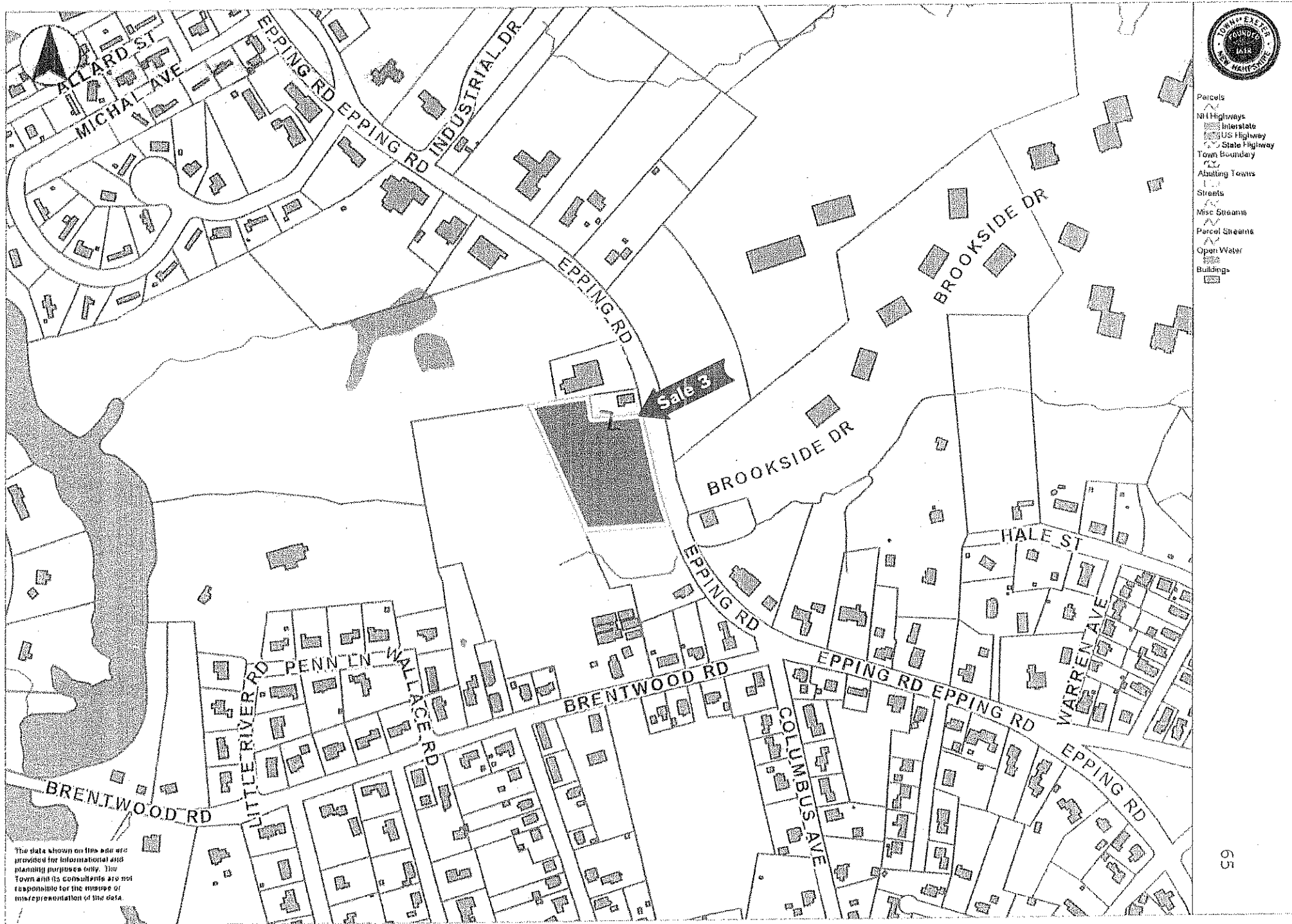
Zoning: Highway Commercial (C-2) Use: Commercial
 Highest and Best Use: Commercial
 Sale Price: \$580,000 Financing: Georgetown Bank - \$3,045,000
 NH Community Loan - \$600,000
 Sale Price/Acre: \$239,699/acre
 Conditions of Sale: Arm's Length

CONFIRMATION

Source: Broker Confirmed By: J. Fahey
 Date: 6/15

Comments: This is an assemblage of two adjacent properties identified on Exeter Tax Map 62 as Lots 112 and 113. The site is located near the Exeter Industrial Park, roughly one-half mile west of the downtown area. The sale includes an unimproved 2.19 ± acre site (Lot 112) and a .23 ± acre site that is improved with a 1,438 ± SF (1.5 story) house (Lot 113) that will be razed. The demolition cost of the house was included in the building permit for the new structure and was

not itemized. Based on Marshall Valuation Service (Section 66, Page 11), the demolition cost was estimated to be \$10,000 and considers 5,000± SF of paving to be removed. The site is being developed with an owner-occupied 15,000 ± SF daycare facility that is scheduled to open in the fall 2015.



The data shown on this site are provided for informational and planning purposes only. The Town and its consultants are not responsible for the misuse or misrepresentation of the data.



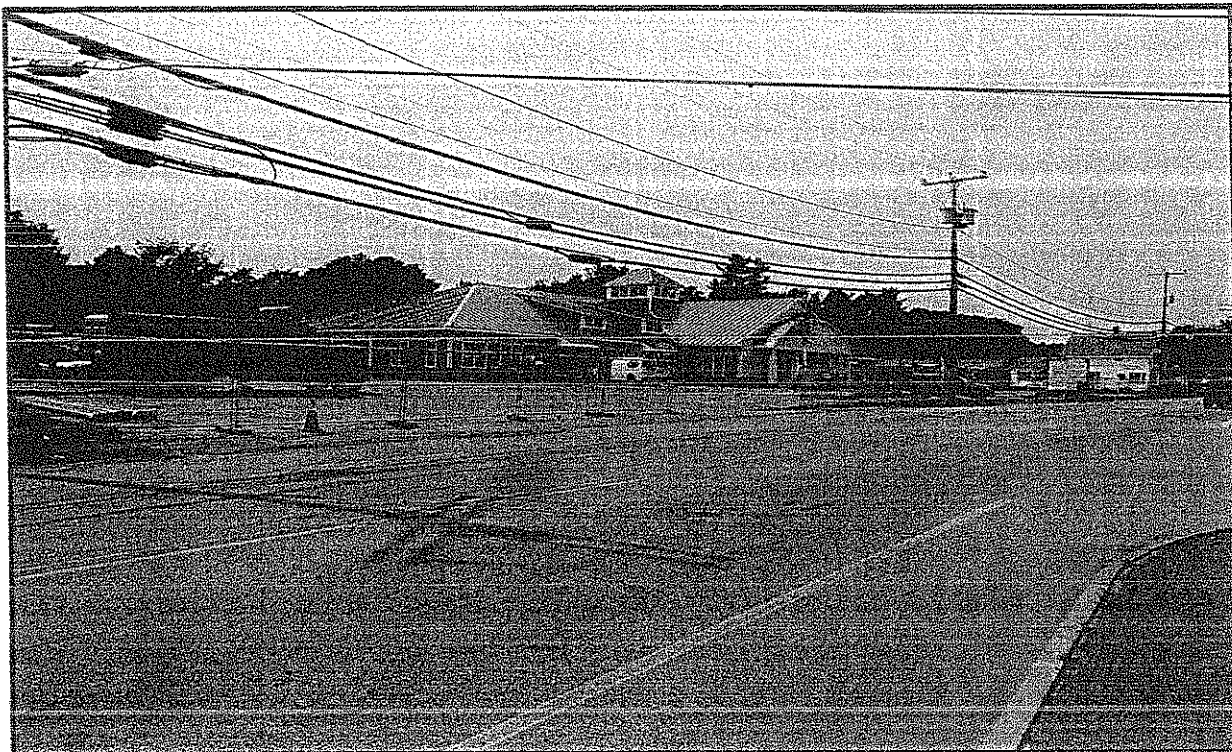
Parcels w/Outlines
NH Highways
Interstate
US Highway
State Highway
Town Boundary
Abutting Towns



The data shown on this site are provided for informational and planning purposes only. The Town and its consultants are not responsible for the release or misinterpretation of the data.

0 120 240 ft

Printed on 06/24/2015 at 08:41 AM



Property : Comparable Sale L-3
Location : 64-74 Epping Road, Exeter, NH
Owner : Great Bay Kids Company, Inc.
Camera Location : Route 27 (Epping Road)
Photographer : J. Fahey
Date Taken : July 2015
Project File Number : 6.155

COMPARABLE LAND SALE #L-4

Location: 25 London Lane, Seabrook, NH
 Grantor: A-1 Storage
 Grantee: Green Head Holdings, LLC
 Sale Date: 3/26/15 Book/Page: 5604/851
 Date Recorded: 3/26/15 Deed Type: Warranty
 Registry: Rockingham Revenue Stamps: \$5,100

PHYSICAL

Size: 5.17 ± acres (total) Shape: Irregular
 4.0 ± acres (usable)
 Frontage: 654.63' Depth: Varies
 Topography: Open and level Road Grade: At
 Soils: n/a Street Surface: Paved
 Improvements: None

UTILITIES

Water: Municipal Gas: Propane
 Sewer: Municipal Electric: At street

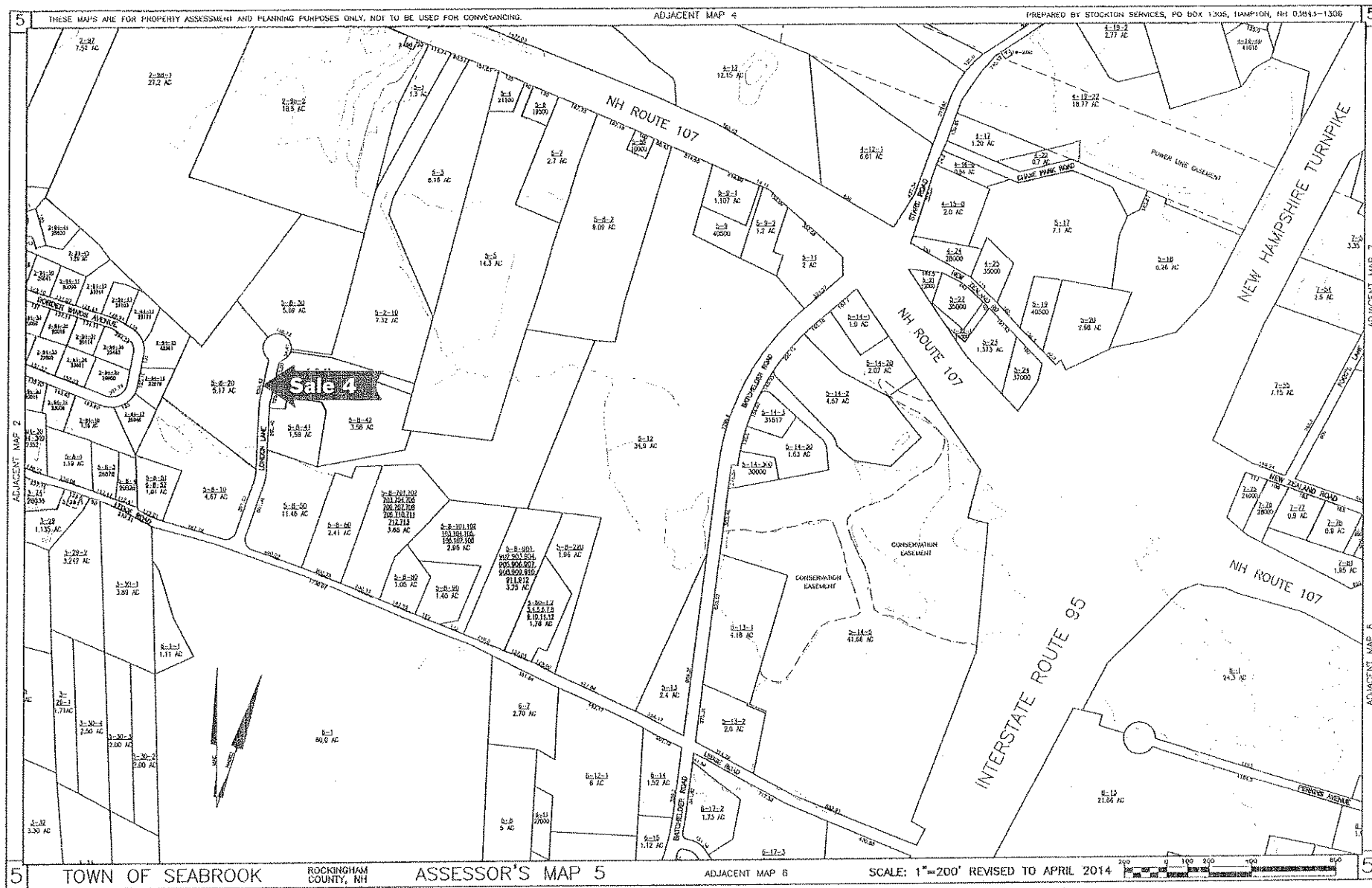
USE

Zoning: Industrial 3 Use: Vacant land
 Highest and Best Use: Industrial
 Sale Price: \$340,000 Financing: None recorded with sale
 Sale Price/Acre: \$65,765/acre (total); \$85,000/acre (usable)
 Conditions of Sale: Arm's Length

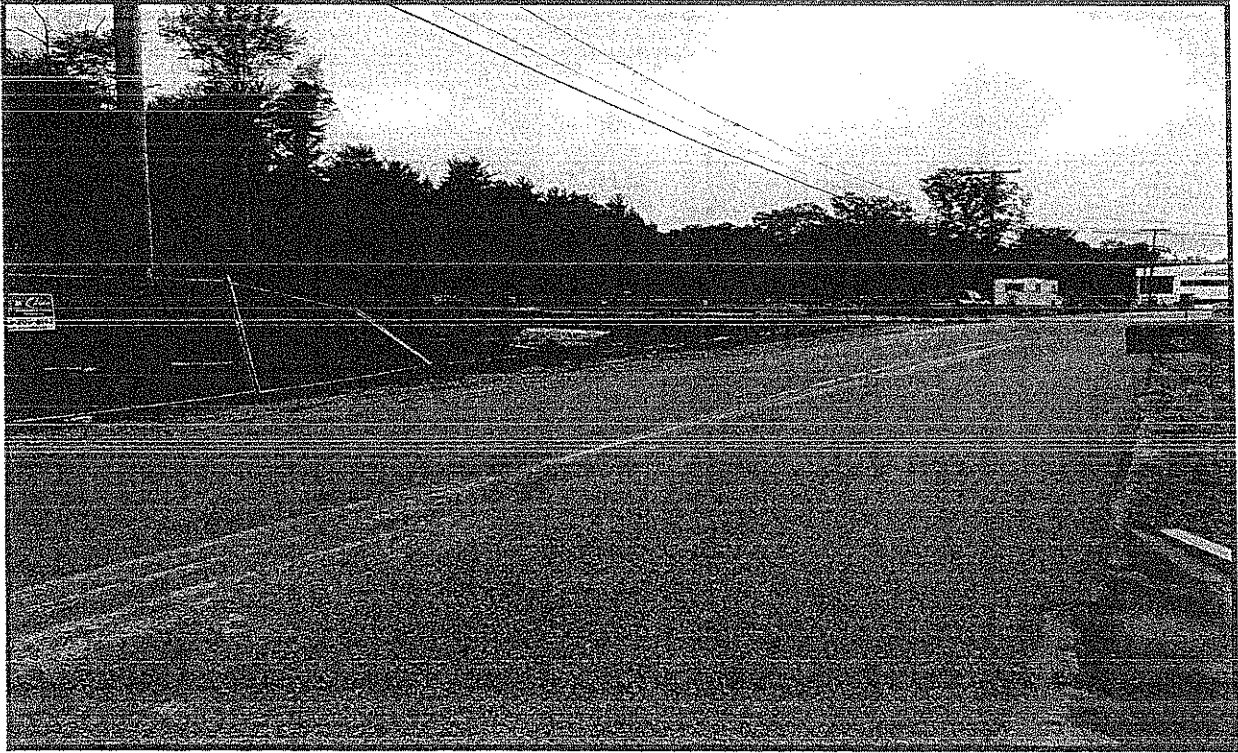
CONFIRMATION

Source: Broker Confirmed By: J. Fahey
 Date: 6/15

Comments: The property is identified on Seabrook Tax Map 5, Lot 8-20 and is located in an industrial area just west of I-95 (Exit 1) and Batchelder Road. The usable area was estimated to be 4 ± acres due to wetlands and a 100' setback from a residential zone. The grantee (d/b/a Greenhead Lobster) is building a 12,000± SF storage facility that will be used as a lobster distribution center.







Property : Comparable Sale L-4
Location : 25 London Lane, Seabrook, NH
Owner : Green Head Holdings, LLC
Camera Location : London Lane
Photographer : J. Fahey
Date Taken : July 2015
Project File Number : 6.155

COMPARABLE LAND SALE #L-5

Location: 109 Towle Farm Road, Hampton, NH
Grantor: Gregory and Jennifer Sancioff
Grantee: Malt Road Realty, LLC
Sale Date: 4/8/15 Book/Page: 5607/2718
Date Recorded: 4/9/15 Deed Type: Warranty
Registry: Rockingham Revenue Stamps: \$4,425

PHYSICAL

Size: 3.0 ± acres (total) Shape: Irregular
2.25 ± acres (usable)
Frontage: 694.14' Depth: Varies
Topography: Generally level Road Grade: At
Soils: n/a Street Surface: Paved
Improvements: None

UTILITIES

Water: Municipal Gas: Propane (at street)
Sewer: Municipal Electric: At street

USE

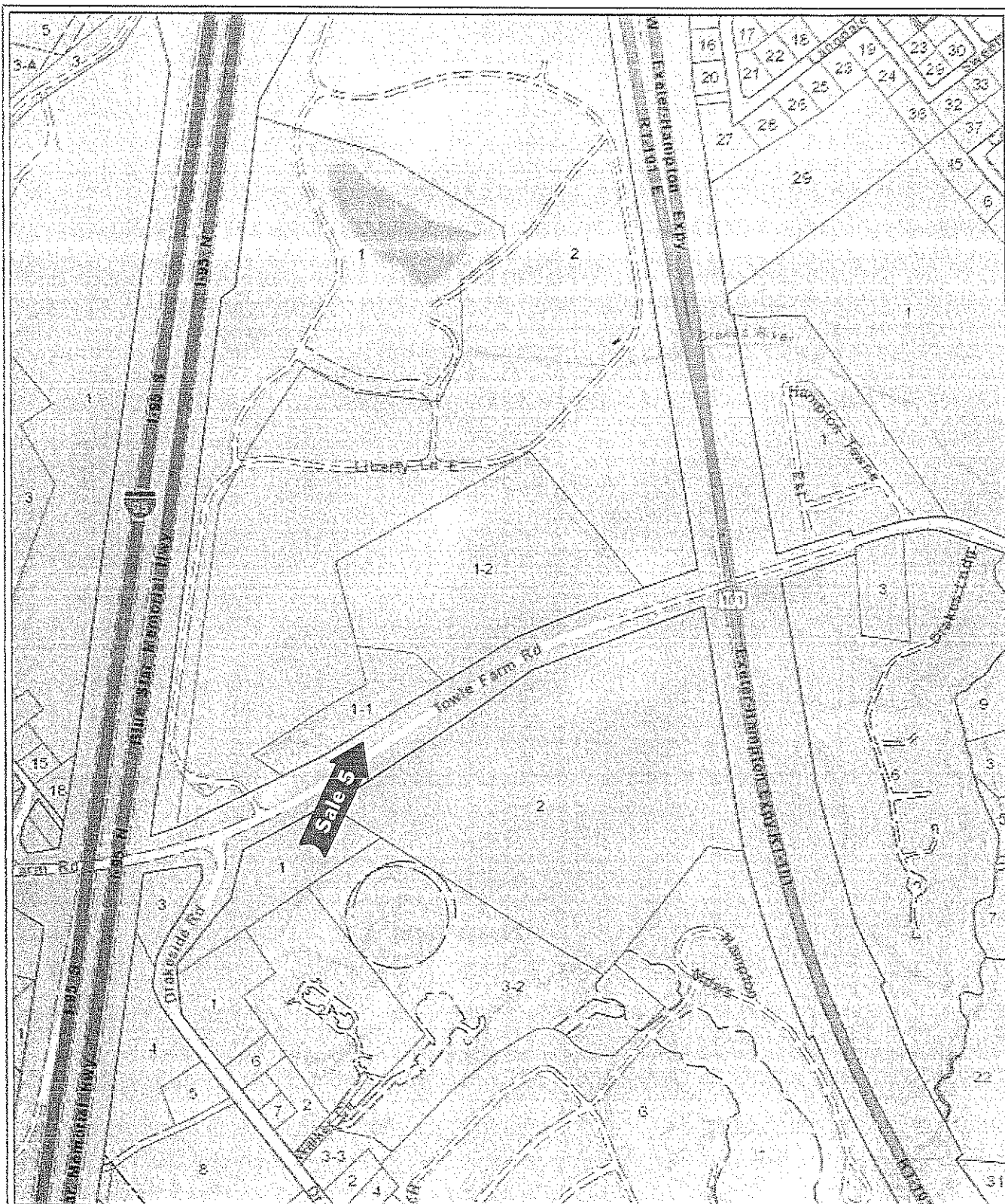
Zoning: Industrial Use: Vacant land
Highest and Best Use: Industrial
Sale Price: \$295,000 Financing: Grantor - \$195,000
GCJMP, LLC - \$100,000
Sale Price/Unit: \$98,333/acre (total)
\$131,111/acre (usable)
Conditions of Sale: Arm's Length

CONFIRMATION

Source: Broker Confirmed By: J. Fahey
Date: 6/15

Comments: The property is identified on Hampton Tax Map 122, Lot 1-1 and is located in a rural residential/industrial area, approximately ½ mile southwest of Exeter Road (Route 27), next to the Smuttynose Brewery. Roughly 2.25± acres are considered usable, due to a wetland area on

the western portion of the site. The property was purchased by the Brewery for future expansion. There were conceptual plans for a 17,000± SF industrial building with 90 parking spaces.

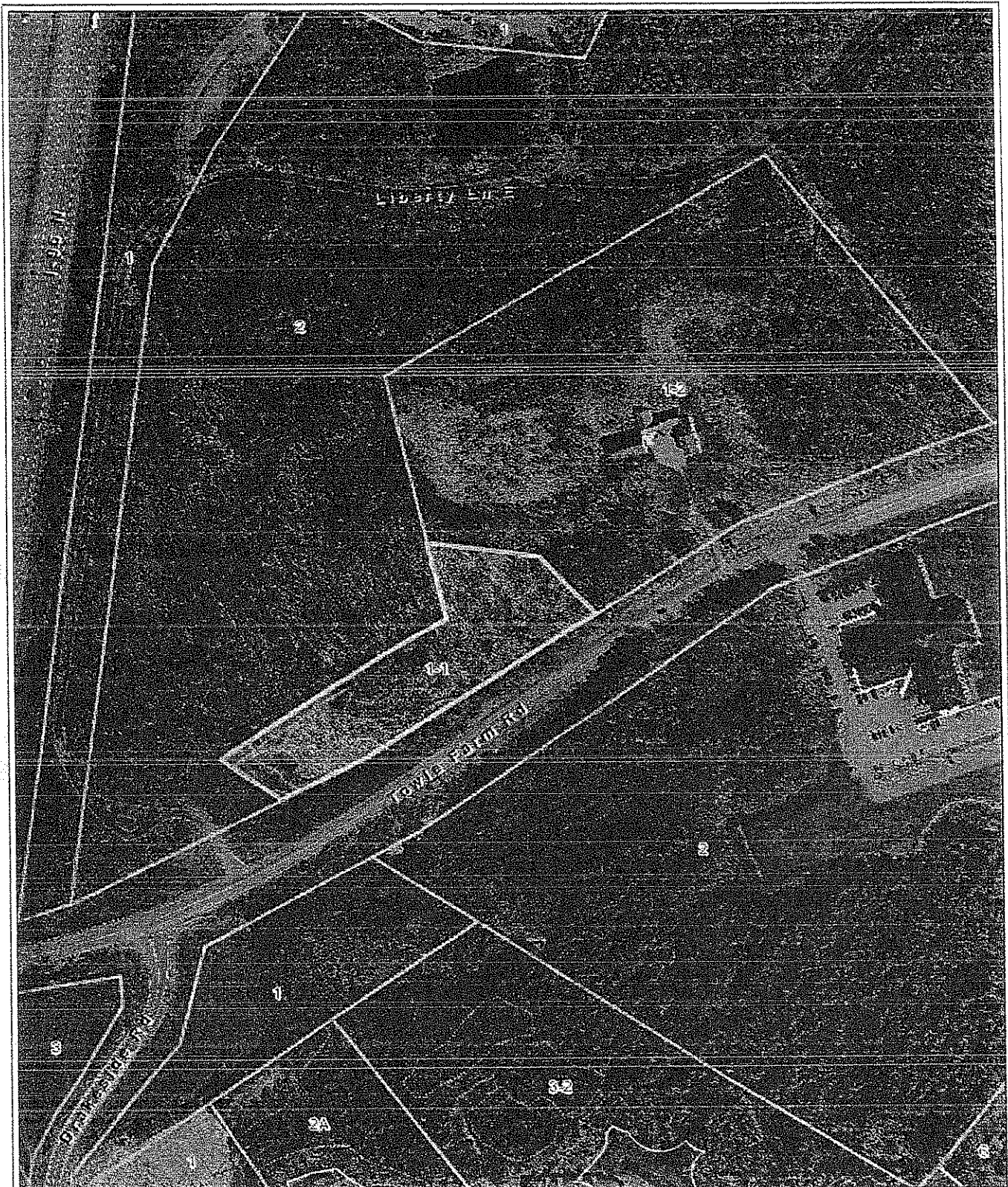


109 Towle Farm Road
Hampton, NH
1 Inch = 550 Feet
June 30, 2015



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

www.cai-tech.com
 CAI Technologies



Aerial Map
 109 Towle Farm Rd., Hampton, NH
 1 Inch = 275 Feet
 July 13, 2015

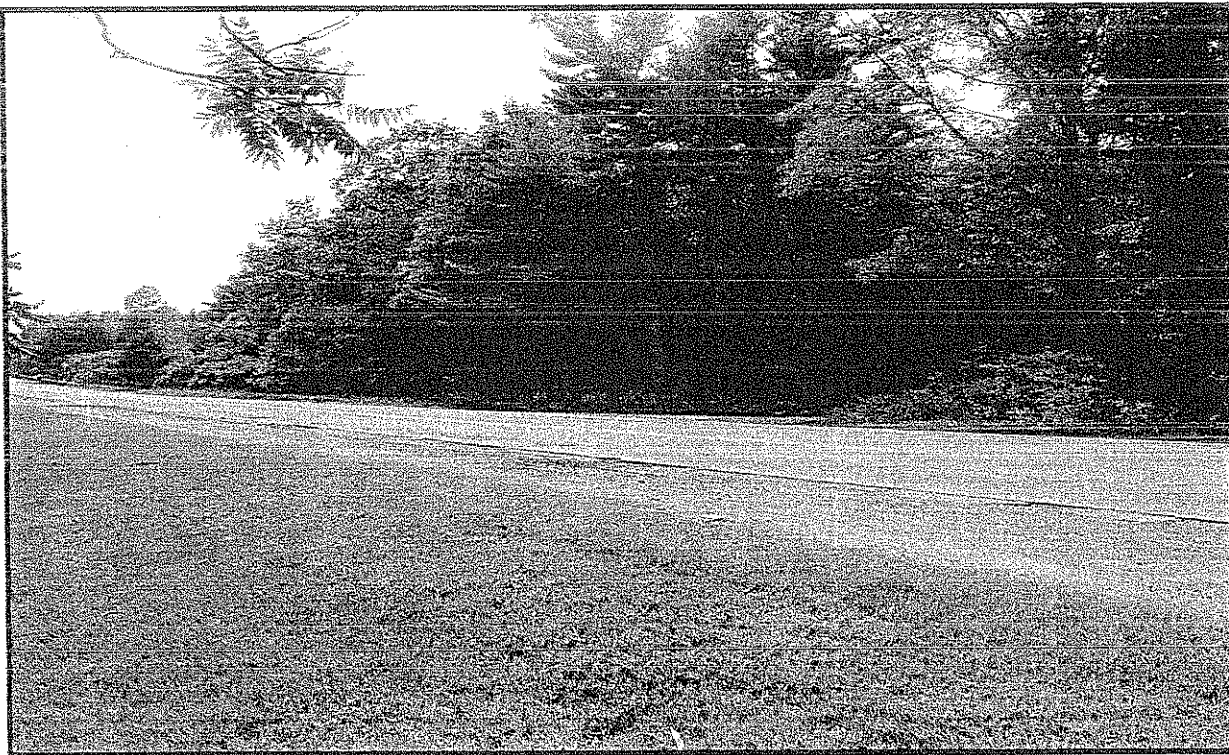


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CAI Technologies
CONCEPTS AND INFORMATION





Property : Comparable Sale L-5

Location : 109 Towle Farm Road, Hampton, NH

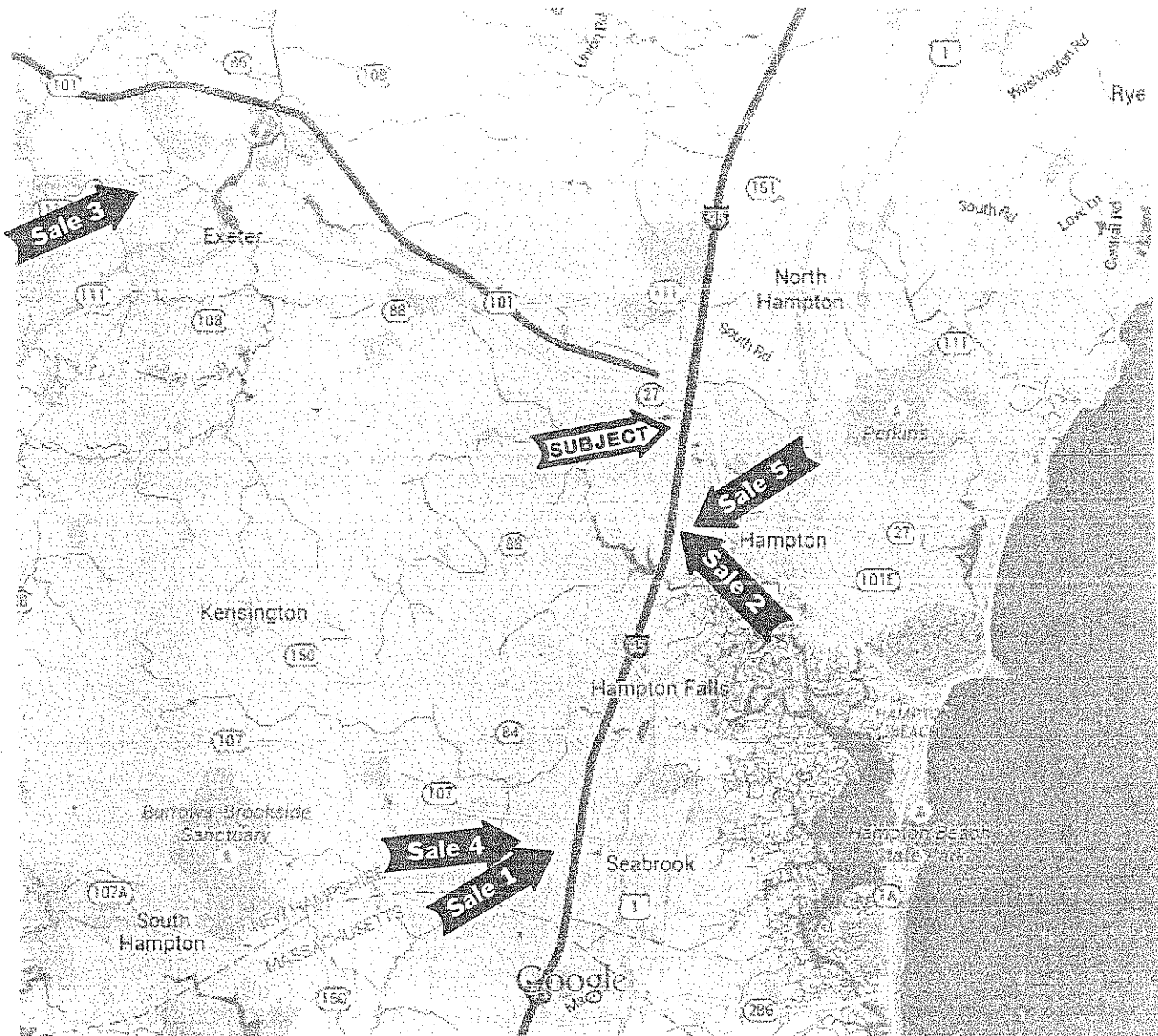
Owner : Malt Road Realty, LLC

Camera Location : Towle Farm Road

Photographer : J. Fahey

Date Taken : July 2015

Project File Number : 6.155

SALES LOCATION MAP

APPRAISER QUALIFICATIONS

REAL ESTATE APPRAISAL QUALIFICATIONS

OF

JOSEPH G. FREMEAU

Professional Designations

- MAI (Member Appraisal Institute)
- SRA (Senior Residential Appraiser)

Licenses and Certificates

- State of New Hampshire - Certified General Appraiser
(#NHCG-89)
- State of New Hampshire - Licensed Real Estate Broker (currently inactive)
(#010517)

Education

Whittemore School of Business
and Economics, University of N.H.

B.S. Business Administration/Economics

Real Estate courses completed and
exams passed - University of New Hampshire

| | | |
|-----------------------------|---|------|
| Principles of Real Estate | - | 1975 |
| Real Estate Law and Finance | - | 1976 |
| Real Estate Appraising | - | 1976 |
| Land Use Economics | - | 1977 |

Society of Real Estate Appraisers
Courses completed and exams passed

| | |
|------------|--|
| Course 101 | An Introduction to Appraising Real Property |
| Course 202 | Applied Income Property Valuation |

Exams successfully challenged

80

R-2 Exam

Residential Property
Case Study

Course 201

Principles of Income
Property Appraising

American Institute of Real
Estate Appraisers

Courses completed and exams passed

Courses 1B-1, 1B-2, & 1B-3

Capitalization Theory
and Techniques, Parts
1-2-3

Course 2-3

Standards of
Professional Practice
Litigation Valuation

Course 4

Exams successfully challenged

Course 1A-1

Real Estate Appraisal
Principles

Course 1A-2

Basic Valuation
Procedures

Course 2-1

Case Studies in Real
Estate Valuation

Course 2-2

Valuation Analysis and
Report Writing

As of the date of this report, I, Joseph G. Fremeau, have completed the requirements under the continuing education program of the Appraisal Institute.

Professional Experience

1986 - Present

Freneau Appraisal, Inc.
Manchester, NH

1981 - 1986

Crafts Appraisal
Assoc., Bedford, NH

1979 - 1981

R.E. Broker -
Joseph O. Freneau Agency
Manchester, NH

Affiliations

| | |
|----------------------|---|
| President, 1st Vice | 1984-89 - New |
| President, 2nd Vice | Hampshire Chapter - Society of |
| President, Secretary | Real Estate Appraisers |
| Chairman | 1989-90 - Professional Standards Committee - New |
| | Hampshire Chapter - Society of Real Estate Appraisers |
| Grader | 1989-90 - Demonstration Reports for the |
| | Society of Real Estate Appraisers |
| Chairman | 1997 - Membership Committee - New Hampshire |
| | Commercial Investment Board of Realtors |
| Director | 1998-99 - NH Commercial Investment Board of |
| | Realtors |
| | 2006 - Present - St. Mary's Bank |
| Chairman | Credit Committee, St. Mary's Bank (2008 - 2010) |
| Chairman | Board of Directors, St. Mary's Bank (2010 - 2013) |
| Member | National Association of Realtors |
| | New Hampshire Association of |
| | Realtors |
| | New Hampshire Commercial Investment Board of |
| | Realtors |
| | Young Advisory Council |
| | Society of Real Estate Appraisers - 1983-84 |
| | 1991 - Legislative Committee |
| | NH Chapter - Appraisal Institute |
| | Revolving Loan Committee, City of Manchester |
| | (2000 - 2009) |
| Associate Member | New Hampshire Association of Assessing Officials |

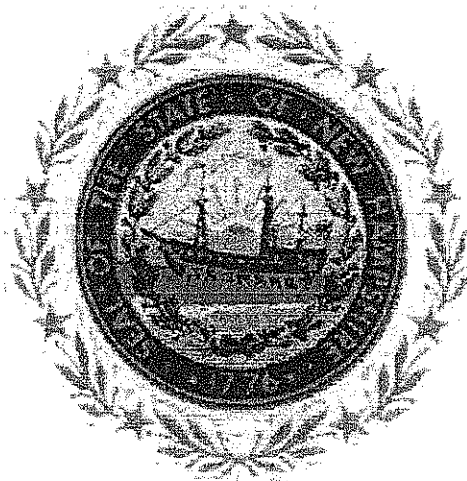
State of New Hampshire

REAL ESTATE APPRAISER BOARD

APPROVED TO PRACTICE AS A

CERTIFIED GENERAL APPRAISER

ISSUED TO: JOSEPH G FREMEAU



Certificate No: NHCG-89

EXPIRATION DATE 02/28/2017

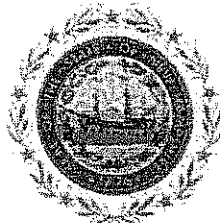
State of New Hampshire

REAL ESTATE APPRAISER BOARD

APPROVED TO PRACTICE AS A

Certified General Appraiser

ISSUED TO: JOSEPH G FREMEAU



Certificate No:
NHCG-89

EXPIRATION DATE
02/28/2017

For additional information please contact the Board office at dawn.couture@nh.gov or visit our web site at <http://www.nh.gov/nhreab>

Qualifications

Joseph E. Fahey III
89 Appleton Street
Manchester, NH 03104

A. Experience

1. December 1994 to Present
Fahey Appraisals, Manchester, New Hampshire
Commercial and industrial real estate appraising
2. April 1986 to December 1994
Bredice Appraisal Associates, Manchester, New Hampshire
Commercial and industrial real estate appraising
3. February 1986 to April 1986
R.E.I. Associates, Inc., Manchester, New Hampshire
Commercial and industrial real estate appraising
4. March 1981 to February 1986
Joseph E. Fahey, III Real Estate Company, Manchester, NH
Broker in commercial and industrial real estate
5. August 1980 to March 1981
Baldwin Investments, Inc., Derry, New Hampshire
Broker in commercial and industrial real estate
6. January 1980 to August 1980
Duffley Gallery of Homes, Manchester, New Hampshire
Salesman in residential and industrial real estate

B. Education and Training

St. Anselm's College - Bachelor of Science, Business Administration/Economics
Participated in the following real estate related courses:
St. Anselm's College - Course - Business Law, 1970
Society of Real Estate Appraisers - Course 101 - An Introduction to Appraising
Appraising Real Property
American Institute of Real Estate Appraisers - Courses 1B-A and 1B-B - Capitalization
Theory and Techniques-Parts A & B; Case Studies in Real Estate Valuation;
Report Writing and Valuation Analysis; Standards of Professional Practice
Marshall Valuation Service Commercial Cost Approach, Basic & Advanced Seminars

C. Licenses

State of New Hampshire - Certified General Real Estate Appraiser #NHCG-103 -
Expires August 31, 2016.

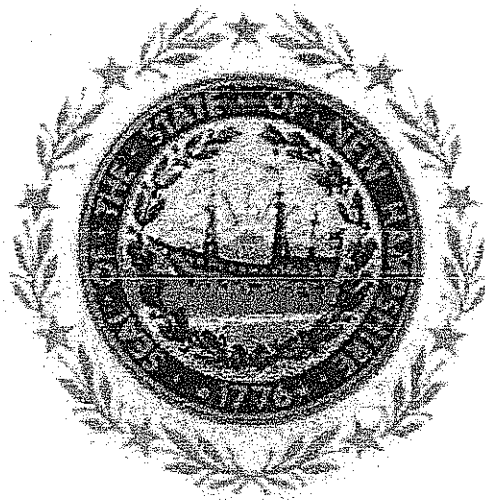
State of New Hampshire

REAL ESTATE APPRAISER BOARD

APPROVED TO PRACTICE AS A

CERTIFIED GENERAL APPRAISER

ISSUED TO: JOSEPH E FAHEY, III



Certificate No: NHCG-103

EXPIRATION DATE: 08/31/2016

State of New Hampshire

REAL ESTATE APPRAISER BOARD

APPROVED TO PRACTICE AS A

Certified General Appraiser

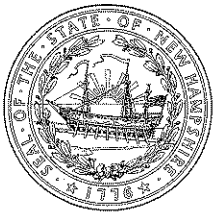
ISSUED TO: JOSEPH E FAHEY, III



Certificate No:
NHCG-103

EXPIRATION DATE:
08/31/2016

For additional information please contact the Board office at dawn.stawecki@nh.gov or visit our web site at <http://www.nh.gov/nhreb>



STATE OF NEW HAMPSHIRE **LRCP 15-035**
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
DIVISION OF FORESTS AND LANDS
172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856

603-271-2214
FAX: 603-271-6488
www.nhdfl.org

October 19, 2015

Rep. Gene Chandler, Chairman
Long Range Capital Planning and Utilization Committee
C/O The Legislative Budget Assistant Office
Room 102, State House
Concord, NH 03301

REQUESTED ACTION

- 1) Pursuant to RSA 4:40, authorize the Department of Resources and Economic Development (DRED) to surplus an undeveloped 1.5-acre parcel of "Greenfield State Park" (the Park) in the Town of Greenfield, to Vestige Properties Inc. dba New England Forest Products (NEFP), in exchange for an undeveloped 1.5-acre parcel from Barbara C Harris Camp (BCHC), also in the Town of Greenfield. There will be no cost to the State for this exchange.
- 2) Pursuant to RSA 4:40, authorize the Department of Resources and Economic Development to accept the \$1,100 administrative fee for deposit into the Forest Improvement Fund.

EXPLANATION

DRED wishes to convey the 1.5-acre Park parcel to its abutter - NEFP, in exchange for the 1.5 acre BCHC parcel which directly abuts the Park and Otter Lake, and would allow for future expansion of the public boat ramp. NEFP operates an expanding forest products mill complex and desires to own the 1.5 acres of the Park to enhance their log holding area. Due to a brook and wetlands complex, the dry land they wish to acquire is not used by the State. NEFP will provide the acquisition costs for the 1.5 acres BCHC will deed to the State. Heath Appraisal Services has determined the market value of the State parcel to be \$2,500, and the market value of the BCHC parcel to be \$3,750.

The Council on Resources and Development approved the exchange by unanimous vote on September 10, 2015.

Your approval is respectfully requested. Please contact Bill Carpenter at 271-2214, with any questions.

Approved by,

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

Attachments



New Hampshire Council on Resources and Development

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



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

MEMORANDUM

TO: Commissioner Jeffrey J. Rose
Department of Resources and Economic Development

FROM: Susan Slack, Principal Planner *Susan Slack*
NH Office of Energy and Planning

DATE: October 5, 2015

SUBJECT: Surplus Land Review, SLR 15-009-Greenfield

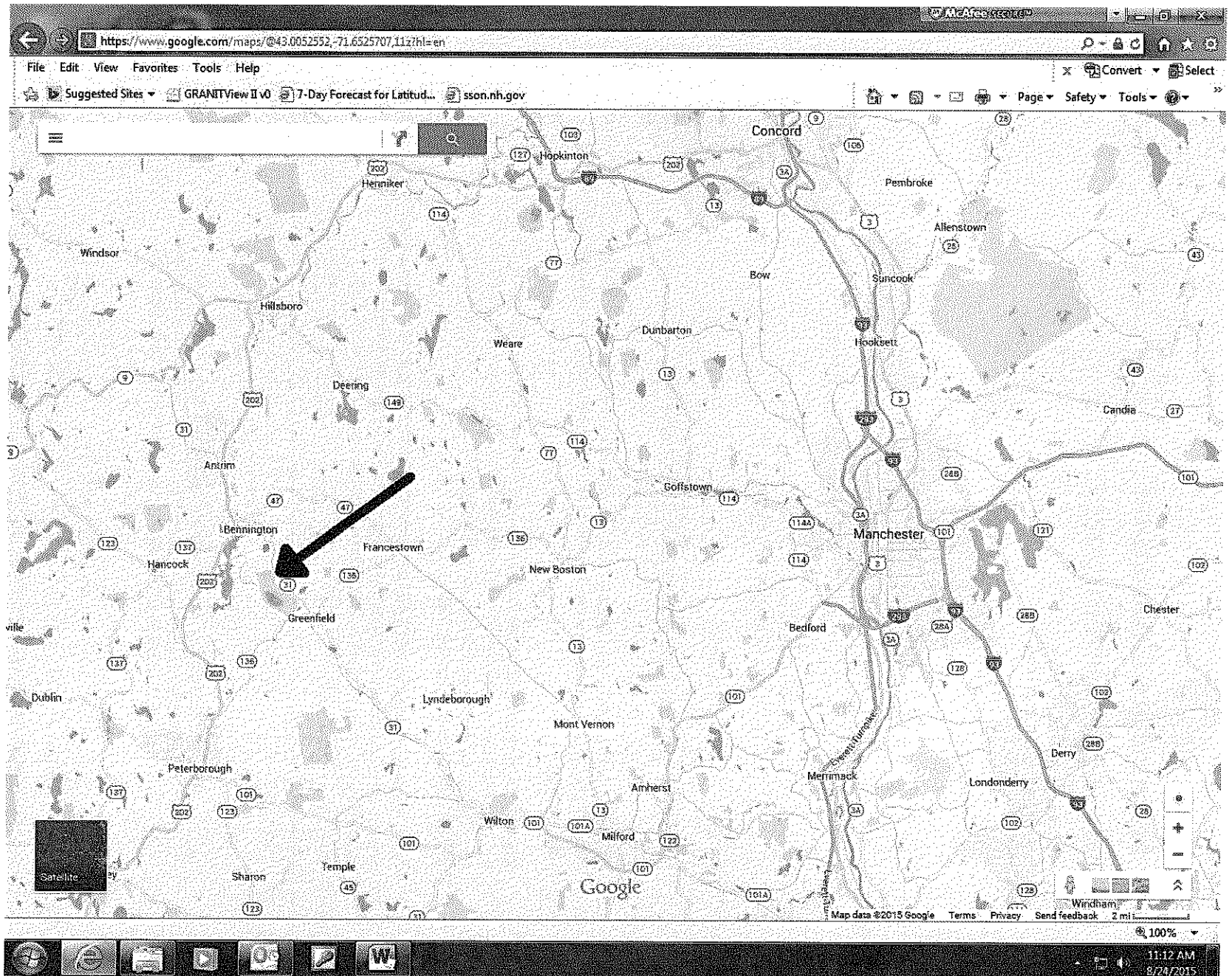
On September 10, 2015, the Council on Resources and Development (CORD) took action on the following Surplus Land Review application from the Department of Resources and Economic Development:

Request from the Department Resources and Economic Development to swap with New England Forest Products (NEFP) a 1.5-acre portion of the Greenfield State Park for a parcel of equal value on the shore of Otter Lake adjacent to the Park's public boat ramp to be purchased by NEFP and conveyed to the State.

CORD members voted to RECOMMEND APPROVAL OF SLR 15-009 as submitted, pending no adverse comments received by the close of the 30-day public comment period, which was the close of business on October 5, 2015. No adverse comments were received.

cc: Bill Carpenter, Administrator, Bureau of Land Management
Meredith Hatfield, Director, NH Office of Energy and Planning
Chair, Long Range Capital Planning and Utilization Committee

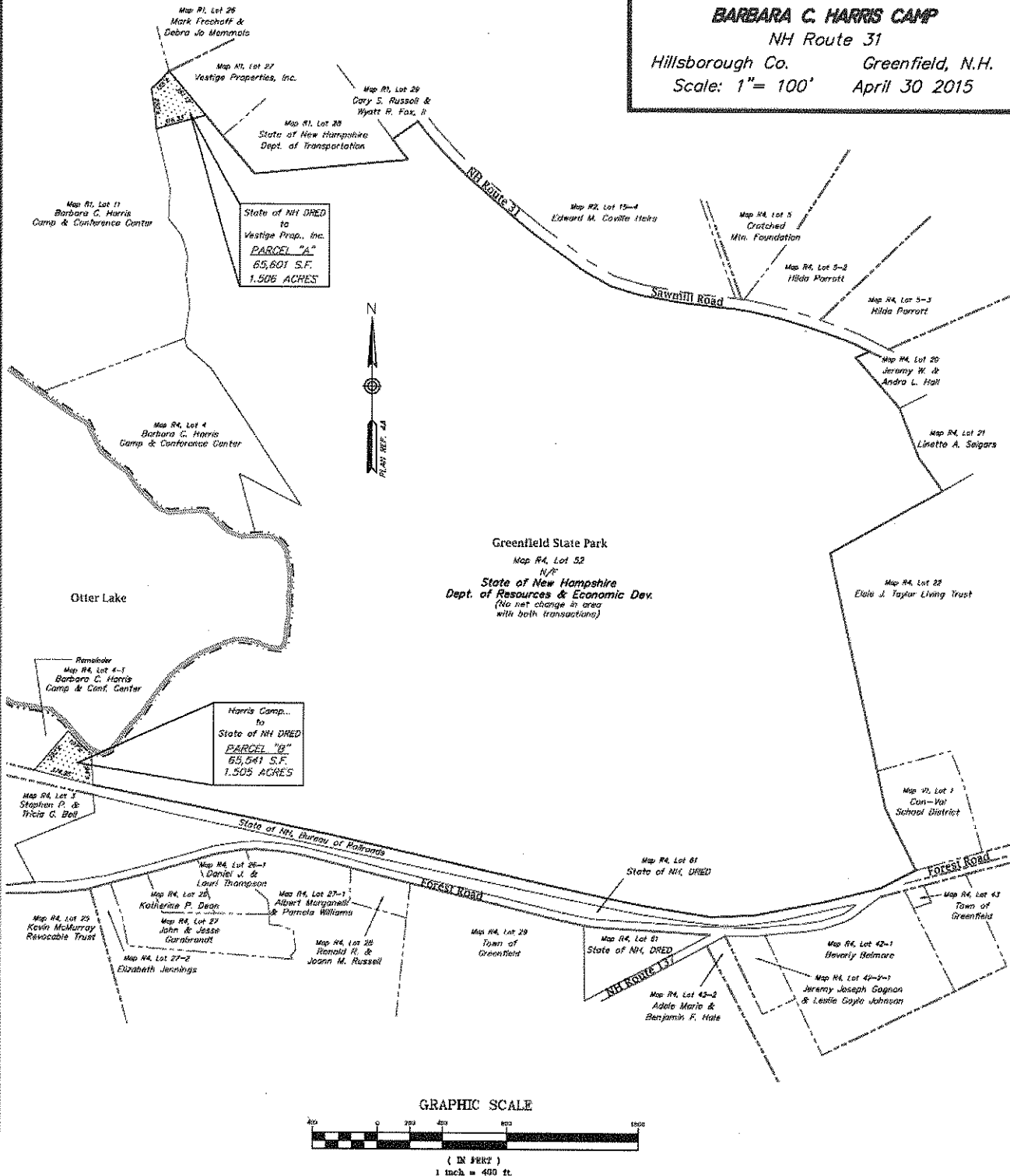
MEMBER AGENCIES: Office of Energy and Planning • Resources and Economic Development • Environmental Services
Agriculture, Markets, and Food • Fish and Game • Safety • Education • Health and Human Services • Transportation
Cultural Resources • Administrative Services • New Hampshire Housing Finance Authority



PROPERTY OVERVIEW

BOUNDARY LINE ADJUSTMENT PLAN

Between
VESTIGE PROPERTIES, INC.
 and
STATE OF NEW HAMPSHIRE, DRED
 and
BARBARA C. HARRIS CAMP
 NH Route 31
 Hillsborough Co. Greenfield, N.H.
 Scale: 1" = 100' April 30 2015





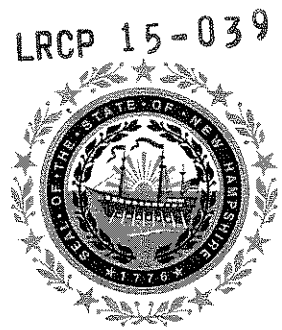
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ADMINISTRATIVE OFFICE

45 SOUTH FRUIT STREET
CONCORD, NH 03301-4857



GEORGE N. COPADIS, COMMISSIONER

RICHARD J. LAVERS, DEPUTY COMMISSIONER

November 10, 2015

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

REQUESTED ACTION

Pursuant to RSA 4:40, the New Hampshire Department of Employment Security (NHES) respectfully requests the approval of the Long Range Capital Planning and Utilization Committee to enter into a marketing agreement with NAI Norwood Group, 116 South River Road, Bedford, NH, for a term of up to one year, to sell the below listed properties:

- **298 Hanover Street, Manchester, NH**, a parcel containing 0.15± acres of land with one building of approximately 9,559 square feet containing a mix of offices, training rooms, and utility spaces, for a price to be determined at a later date with further approval of the Committee, assess an administrative fee of \$1,100, and allow negotiations within the Committee's current policy guidelines and that the right of first refusal be treated in the customary manner.
- **436 Maple Street, Manchester, NH**, a parcel of 0.16± acres utilized as a parking lot, for a price to be determined at a later date with further approval of the Committee, assess an administrative fee of \$1,100, and allow negotiations within the Committee's current policy guidelines and that the right of first refusal be treated in the customary manner.
- **300 Hanover Street, Manchester, NH**, containing four (4) parcels of land totaling 1.18± acres with one building of approximately 20,360 square feet containing a mix of offices, conference rooms, and utility spaces and parking, for a price at or above \$1,400,000, assess an administrative fee of \$1,100, and allow negotiations within the Committee's current policy guidelines and that the right of first refusal be treated in the customary manner.

On September 18, 2012, the Committee voted to approve NHES' previous request to sell the above-listed properties for the current market value with the stipulations listed above. On November 14, 2012, this Committee voted to approve an amended request to permit the sale of the above-listed properties *without the services of a real estate broker*. Also included in the prior request to the Committee were properties located at 32-34 South Main Street, Concord, NH and 10 West Street, Concord, NH. These two Concord properties were sold within the last year for \$1,575,000 and \$1,300,001, respectively, without the use of brokerage services. NHES is now requesting the Committee to amend its prior approval and allow NHES to utilize the services of NAI Norwood Group to market the Manchester properties.

BACKGROUND

On June 22, 2011, the House and Senate voted (by voice vote) to adopt the Committee of Conference Report (2011-2429) on HB 25; an act making appropriations for capital improvements. The bill included the Department's request that capital budget projects include the renovation of the Tobey building and the construction of the parking garage. The bill also provided for the consolidation of four (4) NHES offices. No general funds were used for the renovation project and parking garage.

NHES began the process of gaining formal approval for the sale of the four properties in 2011. The 436 Maple Street property was combined with 298 Hanover Street for the purpose of these requests. Results of the approval processes are summarized below:

298 Hanover Street/ 436 Maple Street, Manchester NH

DHR provided a letter dated December 2, 2011 stating that while the property is a contributing element to the Janesville area, a potential historic district in the City of Manchester, disposal of the property would not have the potential to impact the qualities of the district that make it significant.

On September 18, 2012, the Committee voted to approve NHES' request to sell this property for the current market value, allowing negotiations within the Committee's current policy guidelines, assess an \$1,100 Administrative Fee and that the right of first refusal be treated in the customary manner.

On October 17, 2012, the Governor and Executive Council voted to authorize NHES to sell the properties pursuant to RSA 4:40, as detailed in an NHES request dated October 9, 2012.

On November 14, 2012, this Committee voted to approve NHES' amended request to allow the sale of this property without the services of a real estate broker.

300 Hanover Street, Manchester NH

As a result of the Request for Project Review by the New Hampshire Division of Historical Resources (DHR), DHR indicated that there was no potential to cause affects.

Effective January 5, 2012, CORD took action on the request brought by NHES to sell or lease the property located at 300 Hanover Street, voting to recommend approval of the request. During the waiting period, no state agency came forward to express interest in the property.

On September 18, 2012, the Committee voted to approve the NHES request to sell this property for the current market value, allowing negotiations within the Committee's current policy

guidelines, assess an \$1,100 Administrative Fee and that the right of first refusal be treated in the customary manner.

On October 17, 2012, the Governor and Executive Council voted to authorize NHES to sell the properties pursuant to RSA 4:40 as detailed in an NHES request dated October 9, 2012.

PROPERTY DESCRIPTIONS AND ACQUISITION COSTS

NHES believes that, given the historical use of the properties as administrative office space, the properties could be marketed and sold as commercial office buildings. However, NHES is seeking to utilize the services of NAI Norwood to explore the possibility of other uses, including commercial uses, and is also considering unbundling 436 Maple Street from 298 Hanover Street in the marketing process to allow the possibility of the parking area being added to 300 Hanover Street.

Per HB-25-FN-A subparagraph V, A, proceeds from the sale of these remaining properties shall be applied 100% to the outstanding bonds and notes on the Tobey Building and parking garage.

298 Hanover Street/436 Maple Street, Manchester, NH

The property contains two parcels of land totaling 0.31± acres. The first parcel contains 0.15± acres of land and includes one building of approximately 9,559 square feet containing a mix of offices, training rooms, and utility spaces. The second parcel, located on the corner of Hanover Street and Maple Street, contains 0.16± acres utilized as a parking lot in conjunction with the office building. The building previously housed the Department's Unemployment Insurance Appeals Unit. The Appeals Unit has moved to the Tobey Building located at 45 South Fruit Street in Concord, NH and the building is currently vacant.

NHES purchased the 298 Hanover Street and 436 Maple Street properties on March 29, 2001 for \$366,500 and financed the purchase exclusively (100%) from the NHES Administrative Contribution Fund.

298 Hanover Street Manchester, NH Original Fund Sources

| | | |
|-----------------------------|-----------|---------|
| Federal Funds | \$0 | 0.00% |
| Administrative Contribution | \$364,500 | 100.00% |
| Total | \$364,500 | 100.00% |

300 Hanover Street, Manchester, NH

The property contains four (4) parcels of land totaling 1.18± acres. The first parcel contains 0.65± acres of land and includes one building of approximately 20,360 square feet containing a mix of offices, conference rooms, and utility spaces. The other three parcels contain 0.22± acres, 0.14± acres, and 0.17± acres, and are respectively used as a parking lot in conjunction with the office building. The building currently houses the Department's Manchester Local Office, which will move to a location yet to be determined in the greater Manchester area when the property is sold.

NHES purchased the 300 Hanover Street property from Jason E. Treisman on July 27, 1998, for a total amount of \$1,342,559.63. This represents a purchase price of \$1,300,000.00, prorated costs of improvements in accordance with the original lease in the amount of \$34,781.31, and prorated taxes for the first half of the 1998 – 1999 tax year in the amount of \$7,778.32. NHES purchased the property by exercising an option in its existing lease and the purchase was financed exclusively (100%) from the Administrative Contribution Fund.

300 Hanover Street
Manchester, NH
Original Fund Sources

| | | |
|-----------------------------|-------------|---------|
| Federal Funds | \$0 | 0.00% |
| Administrative Contribution | \$1,342,560 | 100.00% |
| Total | \$1,342,560 | 100.00% |

PROPERTY APPRAISALS

Both 298 and 300 Hanover Street were appraised by Capital Appraisal Associates, located in Concord, NH, in reports originally published on July 21, 2011 and updated as of December 12, 2012. (436 Maple Street is included in the appraised value for 289 Hanover Street.) The "as is" fee simple unencumbered market values of the properties as of December 12, 2012 were:

| Property | Appraised Value |
|---|-----------------|
| 298 Hanover Street/436 Maple Street, Manchester, NH | \$ 640,000 |
| 300 Hanover Street, Manchester, NH | \$1,400,000 |
| Total | \$2,040,000 |

RFP PROCESS

On September 10, 2015, the Department issued a Request for Proposal for Real Estate Brokerage Services (RFP). The RFP was posted on the Administrative Services Current Bidding Opportunities web site and was advertised in the Manchester Union Leader on September 8th,

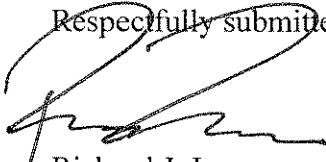
10th and 13th of 2015. It was also advertised on the NHES web site and was sent out as a direct mail solicitation to thirty-five (35) real estate brokers. In response to the RFP, the Department received one (1) conforming proposal from NAI Norwood Group in Bedford, New Hampshire. Norwood's proposed commission rate is 6.00%. Norwood has performed real estate brokerage services for the State of New Hampshire previously and is considered highly qualified for this engagement.

Based upon the appraisals and preliminary opinions of market value expressed by Norwood, the Department is in the process of developing a sales price for 298 Hanover Street as a stand-alone property, without 436 Maple Street. This price will likely fall below the \$640,000 appraised value, in part because of the unbundling of 436 Maple Street. The Department is seeking approval of a \$1,400,000 sales price for 300 Hanover Street. The Department is seeking approval to market and sell 436 Maple Street as an enhancement to either 298 or 300 Hanover Street or as a stand-alone property without establishing a firm price due to the contingent nature of the marketing plan. This will allow flexibility to bundle this unimproved parcel with either of the improved parcels or to sell it on its own.

The marketing agreement will specify that the Department is required to offer the Properties to the City of Manchester at the sales prices approved by the Long Range Capital Planning and Utilization Committee as part of the statutory disposal process, and that the real estate broker will not receive any commission for a sale to the City of Manchester.

Authorization is hereby requested: to enter into an exclusive marketing agreement for a maximum term of one year that will be subject to final approval by the Governor and Executive Council; (1) for the sale of 300 Hanover Street at or above the proposed sale price of \$1,400,000 and subject to the conditions outlined above; and (2) for the sale of 298 Hanover Street and 436 Maple Street following final approval of the selling price by this Committee and subject to conditions outlined above; (3) to pay from the proceeds of any such sales a commission to the selected broker at the rate of six percent (6%) of the sales price; and 4) to retain for the State of New Hampshire an administrative fee of \$1,100 or such larger amount as the Committee may deem appropriate in accordance with RSA 4:40, III-a.

Respectfully submitted,



Richard J. Lavers,
Deputy Commissioner

Exhibits Attached

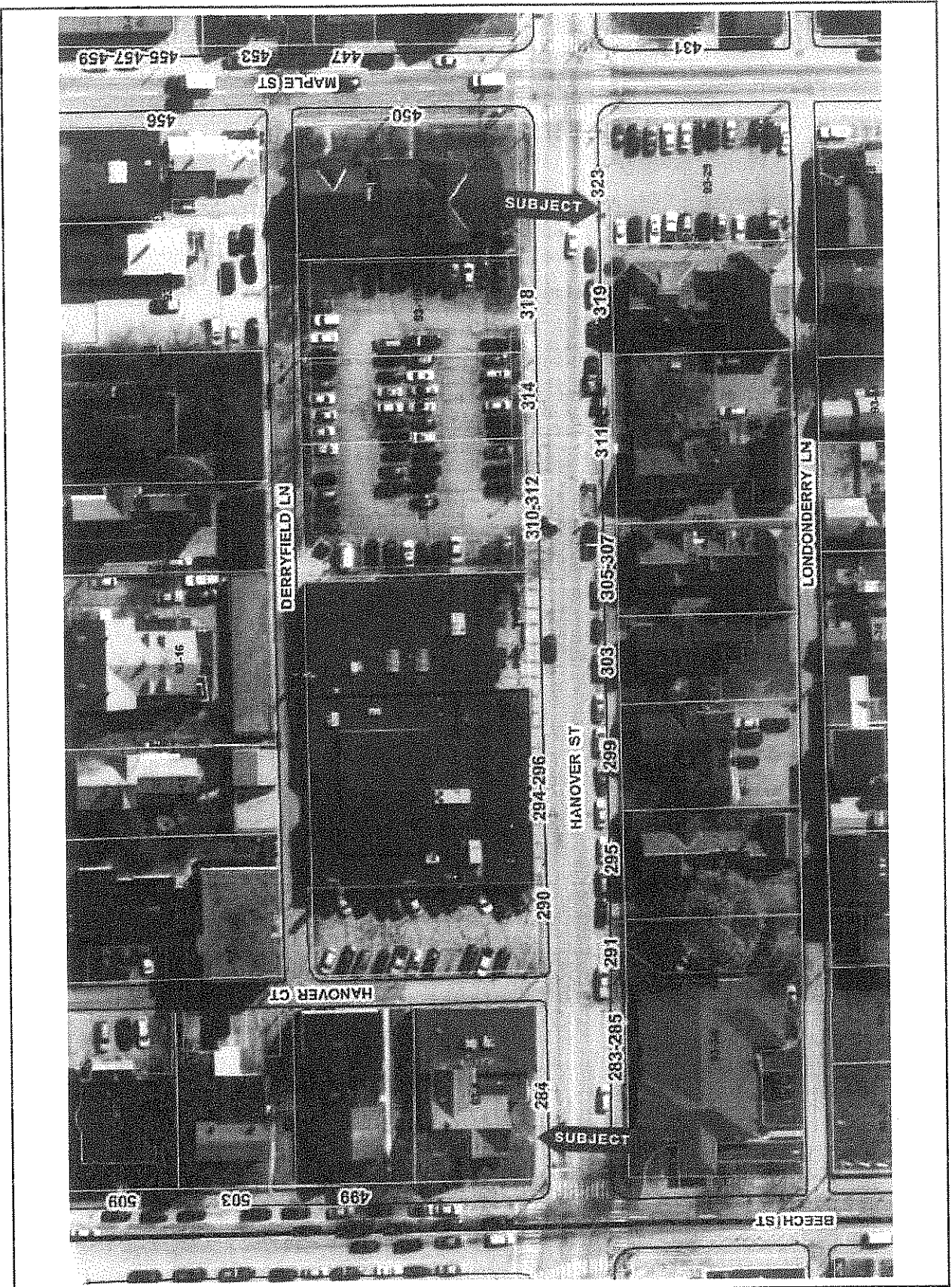
EXHIBITS

1. Exhibit #1 – Information for 298 Hanover Street/436 Maple Street
2. Exhibit #2 – Information for 300 Hanover Street
3. Exhibit #3 – Sample Brokerage Agreement

Exhibit #1

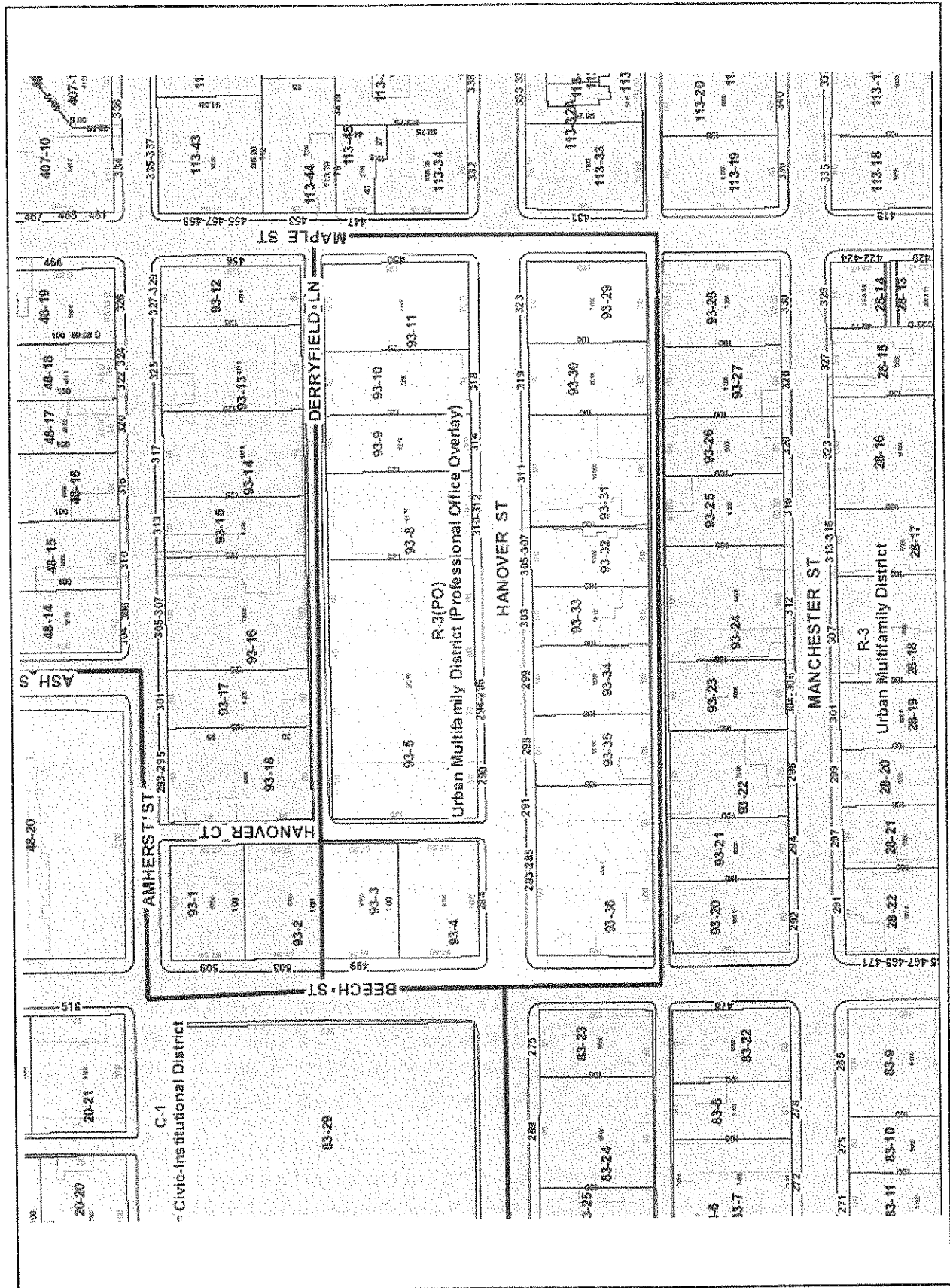
Information for 298 Hanover Street/436 Maple Street

AERIAL MAP



298 Hanover Street

ZONING MAP



298 HANOVER ST**Location** 298 HANOVER ST**Assessment** \$560,200**Mblu** 0093/ / 0004/ /**Building Count** 1**Owner** STATE OF N H**Current Value**

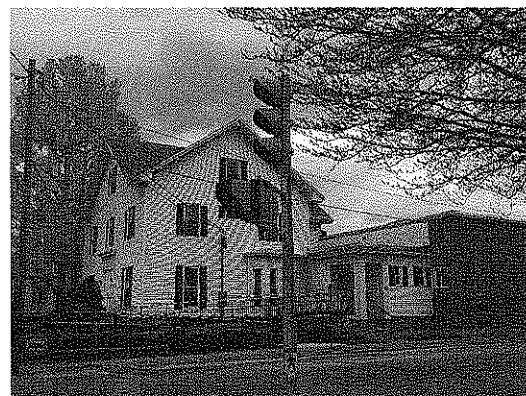
| Assessment | |
|----------------|-----------|
| Valuation Year | Total |
| 2013 | \$560,200 |

Owner of Record**Owner** STATE OF N H**Sale Price** \$0**Co-Owner****Certificate****Book & Page** 6381/1778**Sale Date** 03/26/2001**Instrument** 1E**Ownership History**

| Ownership History | | | | | |
|------------------------------|------------|-------------|-------------|------------|------------|
| Owner | Sale Price | Certificate | Book & Page | Instrument | Sale Date |
| STATE OF N H | \$0 | | 6381/1778 | 1E | 03/26/2001 |
| TREISMAN, JASON E | \$0 | | | | 01/15/1985 |
| MANCHESTER LODGE NO 146 BPOE | \$0 | | | | |

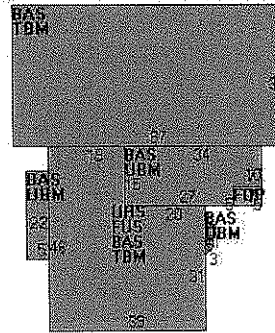
Building Information**Building 1 : Section 1****Year Built:** 1950**Living Area:** 5932**Replacement Cost****Less Depreciation:** \$459,200

| Building Attributes | |
|---------------------|----------------|
| Field | Description |
| STYLE | Office Bldg |
| Stories: | 2.5 |
| Occupancy | 1 |
| Exterior Wall 1 | Vinyl Siding |
| Exterior Wall 2 | Brick/Masonry |
| Roof Structure | Gable/Hip |
| Roof Cover | Asph/F Gls/Cmp |
| Interior Wall 1 | Drywall/Sheet |

Building Photo

(<http://images.vgsi.com/photos/ManchesterNHPhotos/\00\05\60\92.JPG>)

| | |
|------------------|----------------|
| Interior Wall 2 | |
| Interior Floor 1 | Vinyl/Asphalt |
| Interior Floor 2 | Carpet |
| Heating Fuel | Gas |
| Heating Type | Forced Air-Duc |
| AC Type | Central |
| Total Rooms | |
| Total Bedrms | 00 |
| Total Baths | 0 |
| Heat/AC | HEAT PUMP |
| Frame Type | WOOD FRAME |
| Baths/Plumbing | AVERAGE |
| Ceiling/Wall | SUS-CEIL & WL |
| Rooms/Prtns | AVERAGE |
| Wall Height | 8 |
| % Conn Wall | |

Building Layout

| Building Sub-Areas | | | |
|--------------------|------------------------|------------|-------------|
| Code | Description | Gross Area | Living Area |
| BAS | First Floor | 4438 | 4438 |
| FUS | Upper Story, Finished | 1494 | 1494 |
| FOP | Porch, Open | 35 | 0 |
| TBM | ThreeQuarter Fin Bsmnt | 3839 | 0 |
| UBM | Basement, Unfinished | 599 | 0 |
| UHS | Half Story, Unfinished | 1494 | 0 |
| | | 11899 | 5932 |

Extra Features

| Extra Features | | |
|----------------|----------------|-----------|
| Code | Description | Size |
| SPR1 | SPRINKLERS-WET | 4399 S.F. |

Land**Land Use**

Use Code 9600
Description NON TAX C

Land Line Valuation

Size (Sqr Feet) 6750

Outbuildings

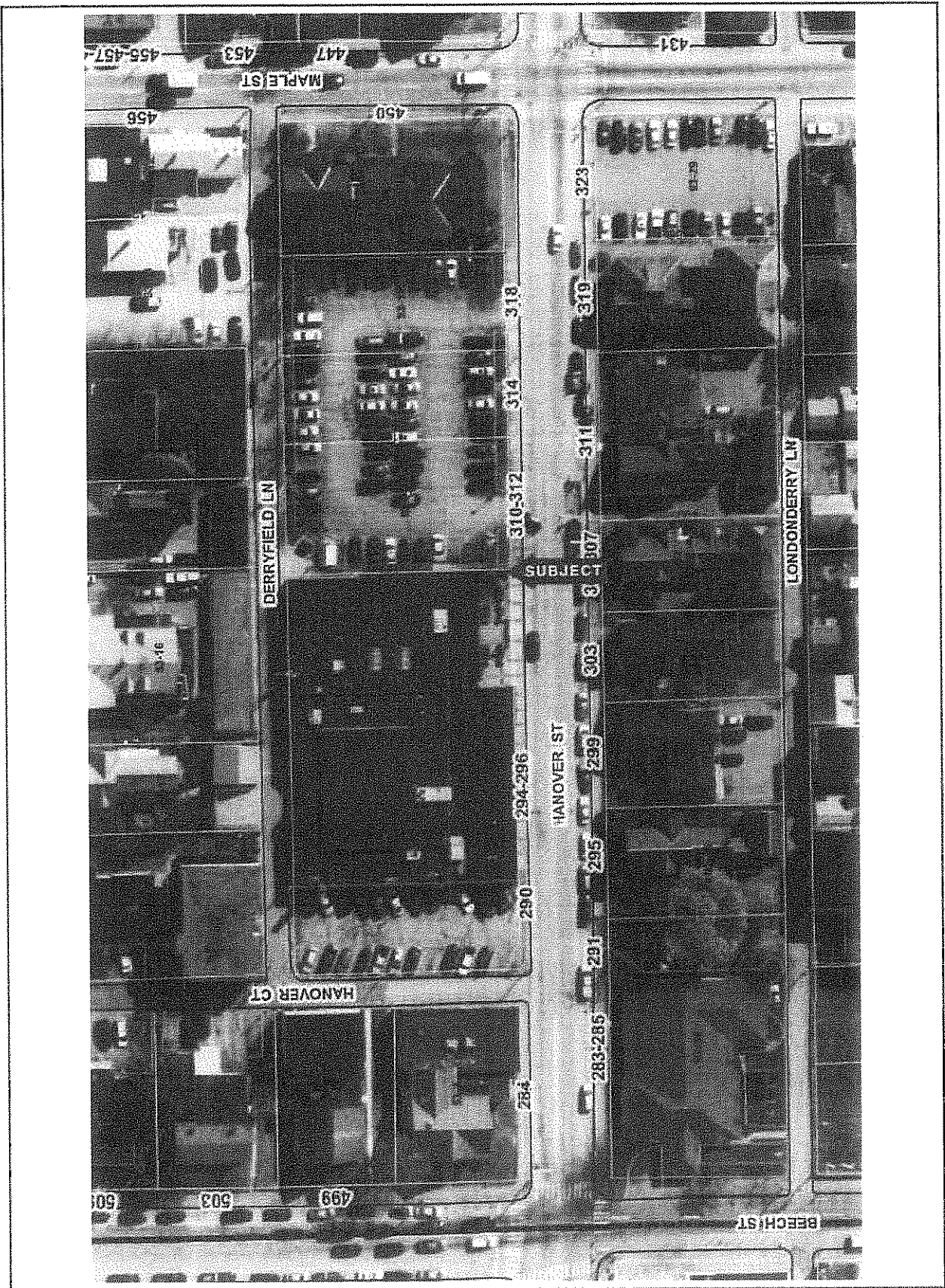
| Outbuildings |
|--------------------------|
| No Data for Outbuildings |

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Exhibit #2

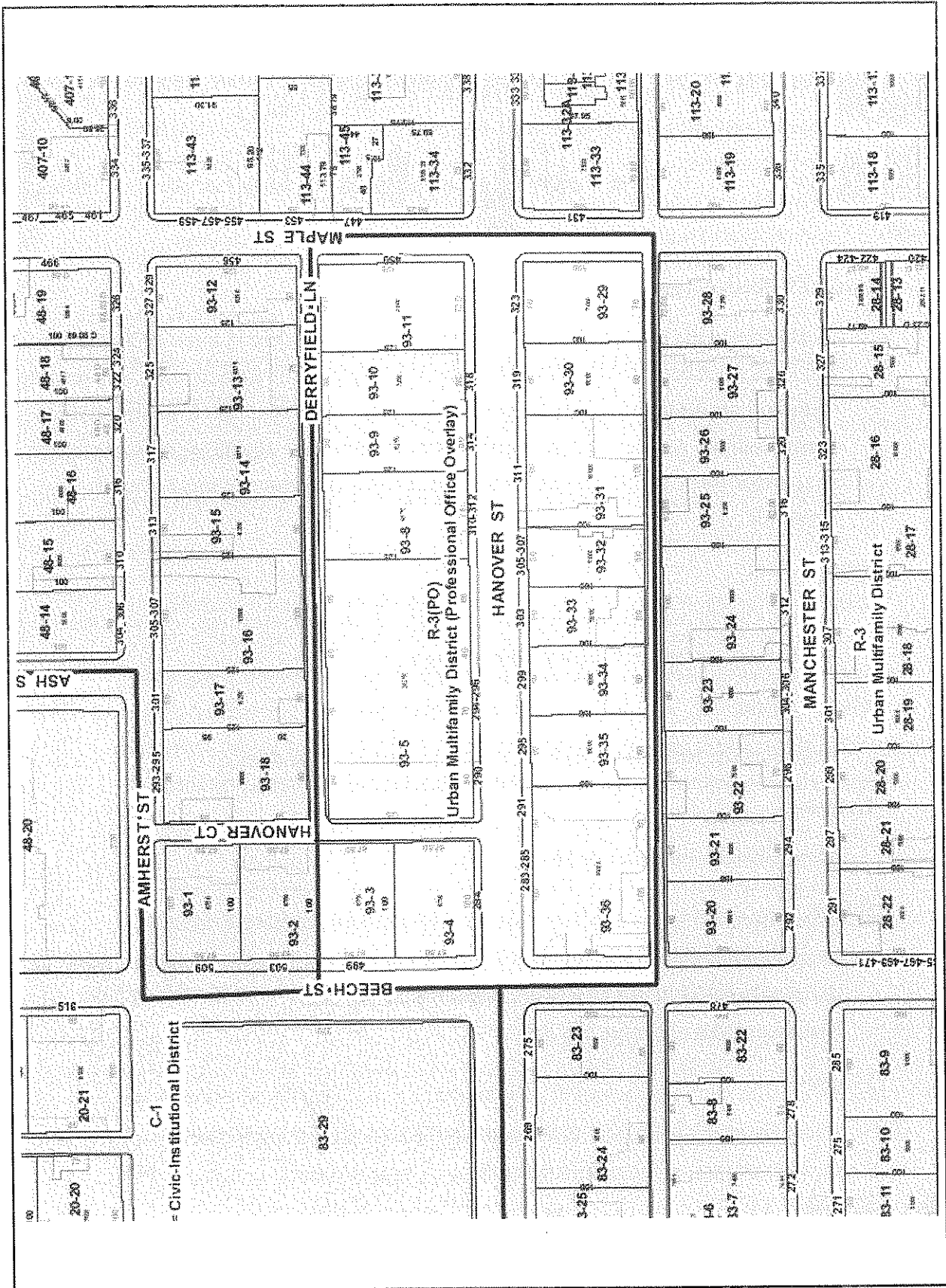
Information for 300 Hanover Street

AERIAL MAP



300 Hanover Street

ZONING MAP



300 HANOVER ST**Location** 300 HANOVER ST**Assessment** \$1,308,200**Mblu** 0093/ / 0005/ /**Building Count** 1**Owner** STATE OF N H**Current Value**

| Assessment | |
|----------------|-------------|
| Valuation Year | Total |
| 2013 | \$1,308,200 |

Owner of Record**Owner** STATE OF N H**Sale Price** \$4,000**Co-Owner****Certificate****Book & Page** 5972/1084**Sale Date** 07/23/1998**Instrument** 04**Ownership History**

| Ownership History | | | | | |
|-------------------|------------|-------------|-------------|------------|------------|
| Owner | Sale Price | Certificate | Book & Page | Instrument | Sale Date |
| STATE OF N H | \$4,000 | | 5972/1084 | 04 | 07/23/1998 |
| TREISMAN, JASON E | \$0 | | | | |

Building Information**Building 1 : Section 1****Year Built:** 1920**Living Area:** 20360**Replacement Cost****Less Depreciation:** \$1,155,100

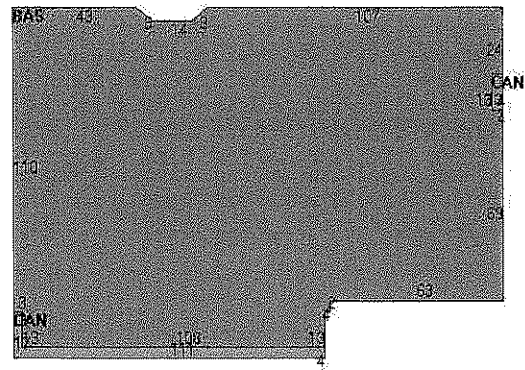
| Building Attributes | |
|---------------------|---------------|
| Field | Description |
| STYLE | Office Bldg |
| Stories: | 1 |
| Occupancy | 1 |
| Exterior Wall 1 | Brick/Masonry |
| Exterior Wall 2 | |
| Roof Structure | Flat |
| Roof Cover | Tar & Gravel |
| Interior Wall 1 | Drywall/Sheet |
| Interior Wall 2 | |

Building Photo

(<http://images.vgsi.com/photos/ManchesterNHPhotos/10005160/93.JPG>)

Building Layout

| | |
|------------------|----------------|
| Interior Floor 1 | Carpet |
| Interior Floor 2 | |
| Heating Fuel | Oil |
| Heating Type | Forced Air-Duc |
| AC Type | Central |
| Total Rooms | |
| Total Bedrms | 00 |
| Total Baths | 0 |
| Heat/AC | HEAT PUMP |
| Frame Type | MASONRY |
| Baths/Plumbing | AVERAGE |
| Ceiling/Wall | SUS-CEIL & WL |
| Rooms/Prtns | AVERAGE |
| Wall Height | 15 |
| % Conn Wall | |



| Building Sub-Areas | | | |
|--------------------|-------------|------------|-------------|
| Code | Description | Gross Area | Living Area |
| BAS | First Floor | 20360 | 20360 |
| CAN | Canopy | 535 | 0 |
| | | 20895 | 20360 |

Extra Features

| Extra Features | | |
|----------------|----------------|------------|
| Code | Description | Size |
| SPRI | SPRINKLERS-WET | 19857 S.F. |

Land

Land Use

Use Code 9600
Description NON TAX C

Land Line Valuation

Size (Sqr Feet) 28250

Outbuildings

| Outbuildings | | |
|--------------|----------------|-----------|
| Code | Description | Size |
| PAV1 | PAVING-ASPHALT | 7500 S.F. |
| PK1 | PARKING SPACE | 23 UNITS |

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Exhibit #3

Sample Brokerage Agreement

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EMPLOYMENT SECURITY**

EXCLUSIVE LISTING AGREEMENT

1. THE STATE OF NEW HAMPSHIRE, acting by and through its Department of Employment Security, having an address of 45 South Fruit Street, Concord, NH 03301 ("SELLER"), hereby grants to the undersigned _____, having an address of _____ ("AGENT"), effective as of the date upon which both parties have executed this Agreement (the "EFFECTIVE DATE"), in consideration of AGENT'S agreement to list, market, and promote the sale of real property owned by SELLER located at 300 Hanover Street in Manchester, New Hampshire, consisting of a 1.18± acre site improved with a 20,360± square foot building and an 86 space surface parking lot, as more particularly described in the Deed of Jason Treisman to the State of New Hampshire dated July 23, 1998, and recorded in the Hillsborough County Registry of Deeds at Book 5972, Page 1084-1085, and including any other property, real or personal, subsequently added thereto (hereinafter the "PROPERTY"), the exclusive right to market, list, and solicit offers to purchase said PROPERTY at a minimum price of _____ (\$ _____) on the terms herein stated, or at any other price and terms to which SELLER may authorize or consent. If, during the term of this Agreement, an individual or entity is procured who is ready, willing and able to purchase at or above said price on such terms and conditions as are acceptable to SELLER, or upon another price and terms to which SELLER may agree, then SELLER agrees to pay AGENT a commission of ____ percent (____ %) of the contract sale price. Any commission due under this Agreement shall be paid out of the sale proceeds at closing.

2. THIS AGREEMENT SHALL BE IN EFFECT for six (6) months, commencing on the EFFECTIVE DATE and ending on the date six (6) months thereafter, and, unless terminated on said ending date by the Department acting in its sole discretion, shall be automatically renewed for six (6) consecutive additional months upon the same terms and conditions (except that the minimum price established in this Agreement may be adjusted at the discretion of Department) for a total contract period not to exceed one (1) year. Upon full execution of a contract for sale and purchase of the PROPERTY, all of the terms and provisions of this Agreement shall extend through the date of closing as specified in such purchase and sale agreement. The commission as provided above shall also be due if the PROPERTY is contracted to be or has been sold, leased, conveyed, exchanged or otherwise transferred within six (6) months after the expiration or rescission of this Agreement to anyone whom AGENT has procured, unless the PROPERTY has been listed with another licensed broker on an exclusive basis. "Procurement" shall include, but not be limited to, providing information about the PROPERTY, showing the PROPERTY, or presenting offers on the PROPERTY, provided that anyone so procured must be identified to SELLER by AGENT in writing not later than fifteen (15) days after the termination of this Agreement.

3. DUTIES OF AGENT. AGENT owes SELLER the fiduciary duties of loyalty, obedience, disclosure, confidentiality, reasonable care, diligence, and accounting.

AGENT'S initials _____

4. DUTIES OF SELLER. SELLER acknowledges a duty to disclose to AGENT all known pertinent information about the PROPERTY, adverse or otherwise, upon request, and SELLER understands that all such information will be disclosed by AGENT to potential purchasers. If any pertinent fact, event or information about the PROPERTY comes to SELLER'S attention between signing this Exclusive Marketing Agreement and the Property Disclosure and the closing, then SELLER will immediately notify the potential purchaser and AGENT of the same in writing. SELLER agrees to cooperate with AGENT in effecting the sale of the PROPERTY and to immediately refer to AGENT all inquiries of interested parties. Unless otherwise directed by SELLER, AGENT shall be the default point of contact for all inquiries, negotiations, or offers regarding the PROPERTY.

5. COOPERATION WITH OTHER BROKERS. SELLER authorizes the following forms of cooperation:

- (a) AGENT may cooperate with other brokers or other real estate firms who will represent the interest of the buyer(s).
- (b) AGENT may cooperate with other brokers or other real estate firms who are not acting on behalf of a client or customer either as a seller agent or buyer agent.

6. SPECIAL CONDITIONS. SELLER hereby agrees that:

- (a) A "For Sale" sign may be placed on the PROPERTY.
- (b) The PROPERTY will be advertised at AGENT'S discretion in a manner consistent with its successful proposal to market the PROPERTY as submitted to SELLER.
- (c) SELLER may provide keys to any building(s) to AGENT. If keys are provided, then AGENT has permission to access such building(s) for the purpose of showing the PROPERTY to potential purchasers or their agents. Otherwise, access to such building(s) must be arranged with SELLER in advance. Either AGENT or a principal or employee of AGENT holding a current "Broker" or "Salesperson" license issued by the New Hampshire Real Estate Commission shall be personally present at every showing of the PROPERTY, regardless of whether any buyer's broker or employee of SELLER may be present.
- (d) Exterior pictures of the PROPERTY may be taken.
- (e) Interior pictures of the PROPERTY may be taken.
- (f) Video/virtual tour photography is allowed at AGENT'S discretion.
- (g) AGENT may disclose the existence of other offers.

AGENT'S initials _____

- (h) The PROPERTY listing data may be submitted to MLS and may be used for comparables.
- (i) The PROPERTY address and information may be displayed on public web sites.
- (j) SELLER'S name may be submitted to any electronic database or MLS that may be accessed by persons other than SELLER'S broker.
- (k) AGENT is authorized to accept a deposit with any prospective offer to purchase the PROPERTY.

7. ADDITIONAL PROVISIONS.

- (a) AGENT acknowledges and agrees that any sale, lease, or exchange of the PROPERTY and any payment obligation of SELLER under this Agreement shall be conditioned upon and subject to prior approval by the Governor and Executive Council of the State of New Hampshire. AGENT further acknowledges and agrees that no commission or fee shall be due under this Agreement in the event that the PROPERTY is sold to the City of Manchester, New Hampshire.
- (b) AGENT has obtained a current State Vendor Code from the Division of Procurement & Support Services, Bureau of Purchase & Property and provided it to SELLER. If AGENT is a corporation, limited liability company, or other business entity required to register with the New Hampshire Secretary of State, then AGENT has provided to SELLER a current original Certificate of Good Standing issued by the New Hampshire Secretary of State. If AGENT is a foreign corporation or other business entity organized under the laws of another state, then AGENT has further provided to SELLER a current original Certificate of Good Standing issued by AGENT'S state of organization.
- (c) If AGENT is a business entity other than a sole proprietor, then AGENT certifies that it has all requisite authority to enter into this Agreement and to perform its obligations thereunder, and that the undersigned officer or agent of AGENT is duly authorized to execute this Agreement on behalf of AGENT.
- (d) AGENT certifies that it is duly licensed to sell real estate by the New Hampshire Real Estate Commission.
- (e) AGENT agrees to defend, indemnify, and hold harmless SELLER and all of its officers, directors, agents, and employees from and against any and all claims, liabilities, or suits arising from (or which may be claimed to arise from) or in connection with any acts or omissions of AGENT or its sub-agent in the performance of AGENT'S obligations under this Agreement.
- (f) AGENT agrees that at all times during the effective term of this Agreement AGENT shall maintain the following types and amounts of insurance coverage:

AGENT'S initials _____

- (i) Comprehensive general liability coverage against all claims of bodily injury, death, or property damage in amounts not less than \$250,000 per claim and \$2,000,000 per incident, or \$1,000,000 per occurrence and \$1,000,000 umbrella coverage.
- (ii) Professional liability coverage in an amount not less than \$1,000,000 per occurrence and in the aggregate. If coverage is "claims made," the period to report claims shall extend for not less than three (3) years from the date of substantial completion of the contract. No retention (deductible) shall be more than \$25,000.
- (iii) Workers' compensation insurance and employers' liability insurance as required by law.

THIS PROPERTY IS OFFERED PURSUANT TO FAIR HOUSING REGULATIONS, WITHOUT RESPECT TO RACE, COLOR, RELIGION, SEX, MENTAL AND OR PHYSICAL DISABILITY, FAMILIAL STATUS, SEXUAL ORIENTATION, OR NATIONAL ORIGIN. (I) (WE) HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

STATE OF NEW HAMPSHIRE ("SELLER")
By and through its
DEPARTMENT OF EMPLOYMENT SECURITY

By: _____
_____, Commissioner

Date: _____

_____, ("AGENT")

By: _____

Date: _____

Name (print): _____

Title (print): _____

AGENT'S initials _____

New Hampshire Council on Resources and Development

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



LRCP 15-032

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

MEMORANDUM

TO: Commissioner Jeffrey J. Rose
Department of Resources and Economic Development

FROM: Susan Slack, Principal Planner *Susan Slack*
NH Office of Energy and Planning

DATE: July 30, 2015

SUBJECT: Surplus Land Review, SLR 15-006 WARNER

On July 8, 2015, the Council on Resources and Development (CORD) took action on the following Surplus Land Review application from the Department of Resources and Economic Development:

Request to convey at fair market value a utility easement to over a portion of Davisville State Forest to Eversource for the purpose of providing electrical power to a manufacturing entity known as Warner Road Holdings LLC.

CORD members voted to RECOMMEND APPROVAL OF SLR 15-006 as submitted, pending the receipt of any adverse comments by the close of the public comment period on July 30, 2015.

cc: Bill Carpenter, Land Agent, NH Department of Resources and Economic Development
Meredith Hatfield, Director, NH Office of Energy and Planning
Rep. Gene Chandler, Chair, Long Range Capital Planning and Utilization Committee

New Hampshire Council on Resources and Development

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



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

MEMORANDUM

TO: Commissioner Vicki V. Quiram
Department of Administrative Services

FROM: Susan Slack, Principal Planner *Susan Slack*
NH Office of Energy and Planning

DATE: September 30, 2015

SUBJECT: Surplus Land Review, SLR 15-008-Concord

On September 10, 2015, the Council on Resources and Development (CORD) took action on the following Surplus Land Review application from the Department of Administrative Services:

Request from the Department Administrative Services to renew a 5-year lease with Independent Wireless One Leased Realty Corporation for space on the Concord Steam Plant Smoke Stack for wireless communications site.

CORD members voted to RECOMMEND APPROVAL OF SLR 15-008 as submitted, pending no adverse comments received by the close of the 30-day public comment period, which was the close of business on September 30, 2015. No adverse comments were received.

cc: Sean Winn, Administrator, Bureau of Facilities and Assets Management
Meredith Hatfield, Director, NH Office of Energy and Planning
Chair, Long Range Capital Planning and Utilization Committee

New Hampshire Council on Resources and Development

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



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

MEMORANDUM

TO: Commissioner Jeffrey J. Rose
Department of Resources and Economic Development

FROM: Susan Slack, Principal Planner *Susan Slack*
NH Office of Energy and Planning

DATE: October 5, 2015

SUBJECT: Surplus Land Review, SLR 15-009-Greenfield

On September 10, 2015, the Council on Resources and Development (CORD) took action on the following Surplus Land Review application from the Department of Resources and Economic Development:

Request from the Department Resources and Economic Development to swap with New England Forest Products (NEFP) a 1.5-acre portion of the Greenfield State Park for a parcel of equal value on the shore of Otter Lake adjacent to the Park's public boat ramp to be purchased by NEFP and conveyed to the State.

CORD members voted to RECOMMEND APPROVAL OF SLR 15-009 as submitted, pending no adverse comments received by the close of the 30-day public comment period, which was the close of business on October 5, 2015. No adverse comments were received.

cc: Bill Carpenter, Administrator, Bureau of Land Management
Meredith Hatfield, Director, NH Office of Energy and Planning
Chair, Long Range Capital Planning and Utilization Committee

MEMBER AGENCIES: Office of Energy and Planning • Resources and Economic Development • Environmental Services
Agriculture, Markets, and Food • Fish and Game • Safety • Education • Health and Human Services • Transportation
Cultural Resources • Administrative Services • New Hampshire Housing Finance Authority