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February 27, 2013

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

The Long Range Capital Planning and Utilization Committee, as established by RSA 17-M, will hold an organizational and regular business meeting on Tuesday, March 5, 2013, at 3:30 p.m. in Room 201 of the Legislative Office Building.

Please find attached information to be discussed at this meeting.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeffry A. Pattison".

Jeffry A. Pattison
Legislative Budget Assistant

JAP/pe
Attachments

LONG RANGE CAPITAL PLANNING AND UTILIZATION COMMITTEE
AGENDA

Tuesday, March 5, 2013 at 3:30 p.m. in Room 201 of the Legislative Office Building

(1) **Organization of Committee**

(2) **Committee Orientation:**

CAP 13-001 – Revised Statutes Annotated for the Long Range Capital Planning and Utilization Committee

(3) **Acceptance of Minutes** of the November 27, 2012 meeting

(4) **Old Business:**

(5) **New Business:**

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

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

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

LRCP 13-004 Department of Transportation – request authorization to sell and release its interest in a 1,539 square foot portion of the Limited Access Right-of-Way located on the westerly side of the FE Everett Turnpike (Interstate 293) in the City of Manchester directly to Allard Family L.C. for \$4,100, which includes an \$1,100 Administrative Fee, subject to the conditions as specified in the request dated January 18, 2013

LRCP 13-009 Department of Transportation – request authorization to sell a 2 +/- acre parcel of State owned land by sealed bid process to the general public in the Town of Piermont by amending LRCP 11-028, approved August 23, 2011, to decrease the minimum bid requirement from \$25,100 to \$7,600, which includes an \$1,100 Administrative Fee, subject to the conditions as specified in the request dated February 11, 2013

LRCP 13-011 Department of Transportation – request authorization to extend the listing agreement with Coldwell Banker for a term of six (6) months, for the sale of a 4.4 +/- acre parcel of State owned land located on the corner of Radburn Street, Smyth Road and Mammoth Road, with the parcel also being located on the easterly side of Interstate 93 in the City of Manchester for the current listing price of \$150,000, allowing negotiations within the Committee's current policy guidelines, and assess an \$1,100 Administrative Fee, subject to the conditions as specified in the request dated February 13, 2013 (LRCP 11-032, originally approved November 3, 2011 and subsequently amended by LRCP 12-045, September 18, 2012)

LRCP 13-012 Department of Transportation – request authorization to sell two (2) parcels of land (0.94 +/- acre and 0.1 acre) located on the easterly side of US Route 3/NH Route 11 in the Town of Tilton directly to the Town of Tilton for \$14,700, which includes an \$1,100 Administrative Fee, subject to the conditions as specified in the request dated February 15, 2013

LRCP 13-013 Department of Transportation – request authorization to extend the listing agreement with NAI Norwood Group for a term of six (6) months for the sale of a 11.7 acre (4.745 hectare) parcel of State owned land with buildings located at 41 Range Road (easterly side of NH Route 111), just south of Searles Road in the Town of Windham for the current listing price of \$1,250,000, allowing negotiations within the Committee's current policy guidelines, and assess an \$1,100 Administrative Fee, subject to the conditions as specified in the request dated February 20, 2013 (LRCP 12-019, approved April 3, 2012)

RSA 4:40 Disposal of Real Estate:

LRCP 13-005 Department of Administrative Services – request authorization to enter into a listing agreement with NAI Norwood Group, allowing negotiations within the Committee's current policy guidelines, for a term of up to one year to sell the former Nashua District Court property located at 25 Walnut Street (including one building of approximately 19,459 square feet and approximately 1.11 acres of land) in the City of Nashua for \$1,153,778, plus an \$1,100 Administrative Fee, as specified in the request dated January 17, 2013

LRCP 13-006 Department of Administrative Services – request authorization to enter into a listing agreement with NAI Norwood Group for a term of up to one year to sell the property located at 247-249 Pleasant Street (including two buildings totaling approximately 5,356 square feet and approximately 0.989 acres of land) in the City of Concord for a price to be determined at a later date with further approval of the Committee, plus an \$1,100 Administrative Fee, as specified in the request dated January 17, 2013

LRCP 13-007 New Hampshire Fish and Game Department – request authorization of the sale of a 0.58 acre parcel of land located on Conner Pond Road in the Town of Ossipee for \$11,500, plus an \$1,100 Administrative Fee, to abutters, Bruce and Marion Rines of Ossipee, as specified in the request dated January 17, 2013 (LRCP 12-062 tabled November 27, 2012 - Died on the table)

RSA 4:40 Disposal of Real Estate, and RSA 228:67 Disposition of Acquired or Abandoned Rail Properties:

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

(6) **Miscellaneous:**

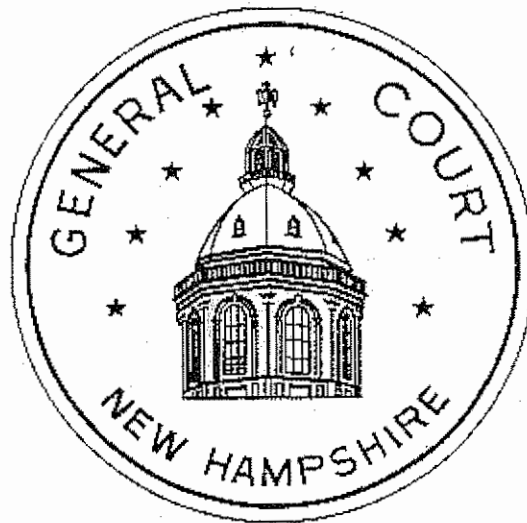
(7) **Informational:**

LRCP 12-066 Long Range Capital Planning and Utilization Committee – Biennial Report, December 1, 2012

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

**REVISED STATUTES
ANNOTATED (RSA)
FOR THE

LONG RANGE CAPITAL
PLANNING AND
UTILIZATION COMMITTEE**



DECEMBER 3, 2012

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

**December 3, 2012
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TITLE I

THE STATE AND ITS GOVERNMENT

CHAPTER 4

POWERS OF THE GOVERNOR AND COUNCIL IN CERTAIN CASES

Acquisition and Disposal of Real Estate

Section 4:39-a

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

Source. 1987, 381:1. 1995, 310:181, eff. Nov. 1, 1995. 2005, 291:22, eff. July 25, 2005. 2012, 254:2, eff. June 18, 2012.

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THE STATE AND ITS GOVERNMENT

CHAPTER 4

POWERS OF THE GOVERNOR AND COUNCIL IN CERTAIN CASES

Acquisition and Disposal of Real Estate

Section 4:39-b

4:39-b Approval of State Agency Leases Exceeding 5 Years. – Any lease of land, buildings, or space to be used by any state agency, as defined in RSA 21-G:5, III, and which exceeds a term of 5 years, including all options, shall be reviewed and approved by the *LONG RANGE CAPITAL PLANNING AND UTILIZATION COMMITTEE* established in RSA 17-M prior to submission to the governor and council for approval.

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

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THE STATE AND ITS GOVERNMENT

CHAPTER 4

POWERS OF THE GOVERNOR AND COUNCIL IN CERTAIN CASES

Acquisition and Disposal of Real Estate

Section 4:39-c

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

I. Upon recommendation of the commissioner of the department of transportation to dispose of or lease property purchased with state or federal highway funds or both, or turnpike funds, the request for disposal or leasing shall be reviewed and approved by the *LONG RANGE CAPITAL PLANNING AND UTILIZATION COMMITTEE* before submission to the governor and council for approval. Upon determination that the property is no longer needed by the state, the

governor and council shall first offer it to the government of the town, city, or county in which the property is located. If the town, city, or county refuses the offer, the governor and council may sell, convey, transfer, or lease the real property.

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

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

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

Source. 2005, 12:1, eff. July 2, 2005. 2007, 100:1, eff. Aug. 10, 2007.

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CHAPTER 4

POWERS OF THE GOVERNOR AND COUNCIL IN CERTAIN CASES

Acquisition and Disposal of Real Estate

Section 4:39-d

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

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

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

(b) At a minimum, a concrete foundation, or its equivalent, for the primary structure was

installed prior to January 1, 2011.

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

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

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

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

VI. Leases and renewals under this section shall be subject to all other requirements related to the disposal or lease of state-owned property, including but not limited to RSA 4:39-c and RSA 4:40. Nothing in this section shall be interpreted as limiting the ability of the state to impose reasonable conditions and restrictions or to determine a reasonable price with respect to any leased property.

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

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THE STATE AND ITS GOVERNMENT

CHAPTER 4

POWERS OF THE GOVERNOR AND COUNCIL IN CERTAIN CASES

Acquisition and Disposal of Real Estate

Section 4:39-e

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

I. On or before July 1, 2013, and biennially thereafter, each state agency, as defined in RSA 21-G:5, III, shall make a report identifying all real property owned or leased by the agency. For

each parcel owned by the agency, the report shall include any reversion provisions, conservation or other easements, lease arrangements with third parties, and any other agreement that may affect the future sale of the property. For each parcel leased by the agency, the report shall include the lease term.

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

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

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

TITLE I

THE STATE AND ITS GOVERNMENT

CHAPTER 4

POWERS OF THE GOVERNOR AND COUNCIL IN CERTAIN CASES

Acquisition and Disposal of Real Estate

Section 4:40

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

I. Except as provided in RSA 4:39-c, RSA 228:31-b, and RSA 204-D, upon recommendation of the head of any state department having jurisdiction over the same, all requests for the disposal or leasing of state-owned properties shall be reviewed and approved by the ***LONG RANGE CAPITAL PLANNING AND UTILIZATION COMMITTEE***, with advice from the council on resources and development, prior to submission to the governor and council for approval. Upon determination that the property is no longer needed by the state, the governor and council shall first offer it to the town, city, or county in which the property is located. If the town, city, or county refuses the offer, the governor and council may sell, convey, transfer, or lease the real property.

II. [Repealed.]

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

III-a. All state agencies shall charge an administrative fee for the disposal of real property

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

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

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

Source. 1931, 105:1. 1935, 140:3. RL 27:34. RSA 4:40. 1982, 42:222. 1983, 428:5. 1986, 224:1. 1987, 381:2. 1988, 250:3, 8. 1990, 233:9. 1991, 116:3; 302:1. 1993, 25:1, eff. June 7, 1993. 2005, 12:2, eff. July 2, 2005; 212:4, eff. Aug. 30, 2005; 291:23, eff. July 25, 2005; 291:26, eff. Aug. 30, 2005 at 12:01 a.m. 2006, 98:1, eff. July 8, 2006; 307:1, eff. July 1, 2006. 2008, 351:1, eff. Sept. 5, 2008.

TITLE I

THE STATE AND ITS GOVERNMENT

CHAPTER 17-M

LONG RANGE CAPITAL PLANNING AND UTILIZATION COMMITTEE

Section 17-M:1

17-M:1 Committee Established. – There is hereby established a committee to be known as the ***LONG RANGE CAPITAL PLANNING AND UTILIZATION COMMITTEE***. The committee shall consist of one member designated by the governor, 4 members of the senate appointed by the president, not more than 3 of whom shall be of the same party, and 4 members of the house of representatives appointed by the speaker, not more than 3 of whom shall be of the

same party. The president of the senate and the speaker of the house may, at any time, appoint alternate senate and house members to replace regular members who are unable to appear at a committee meeting. The commissioner of administrative services or his designee, and the commissioner of transportation or his designee shall be advisory members, without a vote. The legislative members shall serve for the balance of their elected terms and the representative of the governor shall serve for the balance of the term of the governor. The committee shall choose a chairman, vice-chairman and clerk from among its members. The members shall receive no compensation for their services, but the legislative members shall receive legislative mileage while on official business. Each member shall be reimbursed for his expenses incurred on official business.

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

TITLE I

THE STATE AND ITS GOVERNMENT

CHAPTER 17-M

LONG RANGE CAPITAL PLANNING AND UTILIZATION COMMITTEE

Section 17-M:2

17-M:2 Powers and Duties. –

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

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

(b) In addition to its duties under subparagraph (a), the committee shall:

- (1) Oversee the implementation of the "Master Plan for the New Hampshire Hospital Campus" dated October 31, 1994, as developed under 1992, 100 and 1993, 293.
- (2) Review any changes in the master plan, monitor the effectiveness of the plan under subparagraph (b)(1), and continually review the management of the New Hampshire hospital campus.
- (3) Make recommendations in the report required under RSA 17-M:3 from time to time for improvements in the buildings on the campus and for the effective management of the campus.

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

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

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

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

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

TITLE I

THE STATE AND ITS GOVERNMENT

CHAPTER 17-M

LONG RANGE CAPITAL PLANNING AND UTILIZATION COMMITTEE

Section 17-M:3

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

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

TITLE XII

PUBLIC SAFETY AND WELFARE

CHAPTER 162-C

COUNCIL ON RESOURCES AND DEVELOPMENT

Section 162-C:2

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

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

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

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

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

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

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

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

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

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

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

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

- (a) Capital budget requests;
- (b) Building operation and maintenance plans; and
- (c) Facility location and planning; and

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

Source. 1963, 301:2. 1965, 212:2. 1973, 140:7. 1981, 364:1. 1986, 165:3; 224:5. 1987, 283:6, 7. 1992, 265:6. 2000, 292:7. 2001, 249:3, eff. Sept. 11, 2001. 2006, 307:2, eff. July 1, 2006. 2008, 150:2, eff. June 6, 2008.

TITLE XII

PUBLIC SAFETY AND WELFARE

CHAPTER 162-C

COUNCIL ON RESOURCES AND DEVELOPMENT

Section 162-C:4

162-C:4 Meetings. – The council shall meet at least once every 3 months, but may meet more often as it shall determine. The chairman shall prepare and deliver an agenda to all members at least 7 days in advance of each meeting. The council shall provide a copy of the minutes from each meeting to the senate president, the speaker of the house of representatives, the *LONG RANGE CAPITAL PLANNING AND UTILIZATION COMMITTEE*, and the governor and council.

Source. 1963, 301:4. 1965, 212:4. 1987, 283:8, eff. May 25, 1987. 2006, 307:3, eff. July 1, 2006.

TITLE XV EDUCATION

CHAPTER 188-F COMMUNITY COLLEGE SYSTEM OF NEW HAMPSHIRE

Section 188-F:6

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

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

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

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

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

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

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

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

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

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

of the community college system.

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

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

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

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

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

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

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

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

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

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

XIV. Grant or otherwise transfer utility easements.

XV. Authorize and enter any contracts, leases, and any other instruments or arrangements that are necessary, incidental, or related to the construction, maintenance, renovation, reconstruction, or other necessary improvements of community college system of New Hampshire buildings, structures, and facilities.

XVI. Develop and adopt personnel policies and procedures for the community colleges. The

board of trustees shall determine the qualifications, duties, and compensation of its employees and shall allocate and transfer personnel within the community college system of New Hampshire as necessary to fulfill the purposes of this chapter.

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

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

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

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

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

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

TITLE XVII HOUSING AND REDEVELOPMENT

CHAPTER 204-D SURPLUS LANDS HOUSING PROGRAM

Section 204-D:1

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

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

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

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

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

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

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

TITLE XVII

HOUSING AND REDEVELOPMENT

CHAPTER 204-D

SURPLUS LANDS HOUSING PROGRAM

Section 204-D:4

204-D:4 Housing Construction. –

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

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

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

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

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

Source. 1988, 250:2. 1998, 228:1. 2006, 307:5, eff. July 1, 2006.

TITLE XX

TRANSPORTATION

CHAPTER 228

ADMINISTRATION OF TRANSPORTATION LAWS

Commissioner, Deputy and Assistant Commissioners

Section 228:31-b

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

I. For purposes of this section:

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

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

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

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

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

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

VI. If the department is unable to negotiate a satisfactory contract with the firm considered to be the most qualified, at a price determined to be fair and reasonable to the state, the department shall terminate negotiations with that firm. The department shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the department shall terminate negotiations. The department shall then undertake negotiations with the third most qualified firm.

VII. If the department is unable to negotiate a satisfactory contract with any of the selected firms, the department shall select additional firms in order of their competence and qualification

and continue negotiations in accordance with this section until an agreement is reached.

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

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

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

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

TITLE XX TRANSPORTATION

CHAPTER 228 ADMINISTRATION OF TRANSPORTATION LAWS

Railroads and Other Common Carriers

Section 228:57-a

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

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

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

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

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

II. The provisions of RSA 4:40, requiring first offering the land for lease to political subdivisions, shall not apply to this section. However, leases shall continue to be approved by the

LONG RANGE CAPITAL PLANNING AND UTILIZATION COMMITTEE, with advice from the council on resources and development, before final approval by the governor and council.

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

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

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

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

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

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

TITLE XX TRANSPORTATION

CHAPTER 228 ADMINISTRATION OF TRANSPORTATION LAWS

Railroads and Other Common Carriers

Section 228:67

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

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

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

TITLE XXXIX AERONAUTICS

CHAPTER 422 NEW HAMPSHIRE AERONAUTICS ACT

Section 422:19

422:19 Purchase or Transfer of Airports. –

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

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

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

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

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

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

municipality where the airport facility is located and shall render a decision within 30 days after the hearing.

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

TITLE L

WATER MANAGEMENT AND PROTECTION

CHAPTER 483

NEW HAMPSHIRE RIVERS MANAGEMENT AND PROTECTION PROGRAM

Section 483:8

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

I. The advisory committee shall include:

- (a) A representative of public water suppliers who shall be an officer or employee of any municipal or privately owned water works in the state.
- (b) A municipal officer nominated by the New Hampshire Municipal Association.
- (c) A member of the fish and game commission.
- (d) A representative of the Business and Industry Association chosen from a list of 3 nominees.
- (e) A representative of the Granite State Hydropower Association chosen from a list of 3 nominees.
- (f) A conservation commission member chosen from a list of 3 nominees submitted by the New Hampshire Association of Conservation Commissions.
- (g) A representative of the conservation community chosen from a list of 3 nominees submitted by the Society for Protection of New Hampshire Forests, Audubon Society, and the New Hampshire Wildlife Federation.
- (h) A representative of recreational interests chosen from a list of 3 nominees submitted by the New Hampshire Rivers Campaign and the Appalachian Mountain Club.
- (i) A representative of historic/archaeological interests chosen from a list of 3 nominees submitted by the New Hampshire Historical Society.
- (j) A representative of the agricultural community chosen from a list of 3 nominees submitted by the New Hampshire Farm Bureau Federation, the Northeast Organic Farming Association, and the New Hampshire Association of Conservation Districts.
- (k) A representative of local river management advisory committees from a list of 3 nominees submitted by the commissioner.

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

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

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

V. The committee shall elect a chairman and vice chairman. Meetings shall be at the call of the chairman, or at the request of 5 or more committee members. The rivers coordinator under RSA 483:3 shall serve as secretary and staff to the committee.

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

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

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

Source. 1989, 339:1. 1990, 233:7, 8. 1995, 130:4. 1999, 14:1, eff. June 25, 1999. 2003, 319:9, eff. July 1, 2003. 2004, 257:44, eff. July 1, 2004. 2007, 285:2-4, eff. Sept. 1, 2007. 2009, 201:7, 8, eff. July 15, 2009.

LONG RANGE CAPITAL PLANNING AND UTILIZATION COMMITTEE
MINUTES

November 27, 2012

The Long Range Capital Planning and Utilization Committee met on Tuesday, November 27, 2012 at 10:00 a.m. in Room 201 of the Legislative Office Building.

Members in attendance were as follows:

Representative John Graham, Chairman
Representative David Campbell
Representative Gene Chandler
Representative Carl Seidel
Representative John Cloutier (Alternate)
Representative Chris Nevins (Alternate)
Senator John Gallus
Senator Sylvia Larsen
Senator James Rausch
Senator Jeb Bradley (Alternate)
John Beardmore, Governor's Office

Michael Connor, Department of Administrative Services

Chairman Graham called the meeting to order at 10:00 a.m.

ACCEPTANCE OF MINUTES:

On a motion by Representative Seidel, seconded by Representative Nevins, that the minutes of the September 18, 2012 meeting be accepted as written. MOTION ADOPTED.

OLD BUSINESS:

LRCP 12-030 Additional Information and LRCP 12-030 Department of Administrative Services – Representative Graham updated the Committee that he had spoken to the Office of Legislative Budget Assistant and the Department of Administrative Services, and that the item would remain an Informational Item requiring no Committee action.

NEW BUSINESS:

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

LRCP 12-061 Department of Health and Human Services – On a motion by Representative Chandler, seconded by Senator Gallus, that the Committee table the request of the Department of Health and Human Services due to no agency representation at the start of the meeting. MOTION WITHDRAWN.

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

On a motion by Senator Larsen, seconded by Representative Campbell, that the Committee approve the request of the Department of Health and Human Services for approval of a ten-year lease agreement with Levere-Horne Ossipee, LLC, 11 Court Street, Exeter, NH for approximately 10,732 square feet of office space located at 9 Route 28 in Ossipee, NH, with the agreement date effective as of December 19, 2012 with an end date of August 31, 2023, and occupancy of the premises and commencement of rental payment to begin September 1, 2013, for a total lease cost of \$2,573,748.24, for the schedule of annual rent as specified in the request dated October 22, 2012. MOTION FAILED.

On a motion by Representative Chandler, seconded by Senator Gallus, that the Committee table the request of the Department of Health and Human Services for approval of a ten-year lease agreement with Levere-Horne Ossipee, LLC, 11 Court Street, Exeter, NH for approximately 10,732 square feet of office space located at 9 Route 28 in Ossipee, NH, with the agreement date effective as of December 19, 2012 with an end date of August 31, 2023, and occupancy of the premises and commencement of rental payment to begin September 1, 2013, for a total lease cost of \$2,573,748.24, for the schedule of annual rent as specified in the request dated October 22, 2012, **requesting that Mr. Thibodeau submit to the Committee his proposal of options that he gave the Department of Health and Human Services.** MOTION WITHDRAWN.

On a motion by Representative Chandler, seconded by Representative Campbell, that the Committee table the request of the Department of Health and Human Services for approval of a ten-year lease agreement with Levere-Horne Ossipee, LLC, 11 Court Street, Exeter, NH for approximately 10,732 square feet of office space located at 9 Route 28 in Ossipee, NH, with the agreement date effective as of December 19, 2012 with an end date of August 31, 2023, and occupancy of the premises and commencement of rental payment to begin September 1, 2013, for a total lease cost of \$2,573,748.24, for the schedule of annual rent as specified in the request dated October 22, 2012. MOTION ADOPTED. (8-Yes, 1-No)

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

LRCP 12-063 Department of Transportation – Charles Schmidt, PE, Administrator, and Phillip Miles, Chief of Property Management, Bureau of Right-of-Way, Department of Transportation presented the request and responded to questions of the Committee. Senator Bob Odell, Jesse Singh, and Ron Puri, property owners/business partners were also present to address the Committee and respond to questions.

On a motion by Senator Gallus, seconded by Representative Campbell, that the Committee approve the request of the Department of Transportation, Bureau of Right-of-Way, to sell a 0.26 +/- acre portion of the Controlled Access Right-of-Way located on the southwesterly side of NH Route 103 in the Town of Bradford directly to Bradford Management, LLC for \$44,100, which includes an \$1,100 Administrative Fee, subject to the conditions as specified in the request dated November 14, 2012. MOTION ADOPTED.

LRCP 12-064 Department of Transportation – Charles Schmidt, PE, Administrator, and Phillip Miles, Chief of Property Management, Bureau of Right-of-Way, Department of Transportation presented the request and responded to questions of the Committee. Also present were Glenn Normandeau, Executive Director, N.H. Fish and Game Department, and Van McLeod, Commissioner, Department of Cultural Resources.

On a motion by Representative Campbell, seconded by Senator Rausch, that the Committee **amend** and approve the request of the Department of Transportation, Bureau of Right-of-Way, to sell a 5 +/- acre parcel of State owned land improved with a historic two (2) story farmhouse located on the southerly side of NH Route 101 in the Town of Exeter to Edward J. Conner, or assigns, by amending Item LRCP 11-040 (approved January 31, 2012) by decreasing the sales price from \$121,100, which included an \$1,100 Administrative Fee, to \$11,100, which includes an \$1,100 Administrative Fee, subject to the conditions as specified in the request dated November 13, 2012, and **to include a reversion clause, as approved by the Attorney General, that total renovations take place within 10 years of the sale date.** MOTION ADOPTED. (7-Yes, 2-No)

RSA 4:40 DISPOSAL OF REAL ESTATE:

LRCP 12-053 Department of Administrative Services – Michael Connor, Director of Plant and Property Management, Department of Administrative Services, presented the request and responded to questions of the Committee.

On a motion by Senator Rausch, seconded by Representative Chandler, that the Committee approve the request of the Department of Administrative Services, to retroactively enter into a three (3) month Amendment to the Use of Premises Agreement with the City of Concord, 41 Green Street, Concord, NH, authorizing the rental of State owned property located in the 6th Circuit District Division-Concord Courthouse (formerly Concord District Court), 32 Clinton Street, Concord for 351 square feet of office space in the courthouse, by extending the agreement end date three (3) months from September 1, 2012 to November 30, 2012, for a total of \$1,204.95, at the schedule of monthly rent as specified in the request dated September 5, 2012. This item (LRCP 09-027) was originally approved by the Long Range Capital Planning and Utilization Committee on May 19, 2009. MOTION ADOPTED

LRCP 12-054 Department of Transportation – Louis Barker, Railroad Planner, Bureau of Rail and Transit, Department of Transportation presented the request and responded to questions of the Committee.

On a motion by Senator Rausch, seconded by Representative Chandler, that the Committee approve the request of the Department of Transportation, Bureau of Rail and Transit, to enter into a lease agreement with Channel Marine for a 3,600 square foot parcel of land located on the State-owned Concord to Lincoln railroad corridor in Laconia for \$875 per year, for a total of \$4,375 for five (5) years, with a five-year renewal provision, and assess a one-time \$1,100 Administrative Fee, subject to the conditions as specified in the request dated September 20, 2012. MOTION ADOPTED.

LRCP 12-056 Department of Resources and Economic Development – Christopher Gamache, Chief Supervisor, Bureau of Trails, Department of Resources and Economic Development presented the request and responded to questions of the Committee.

On a motion by Senator Gallus, seconded by Representative Campbell, that the Committee approve the request of the Department of Resources and Economic Development, Division of Parks and Recreation, Bureau of Trails, to execute a 30 year Right-of-Way (ROW) easement over State land know as Jericho Mountain State Park in exchange for a recreation easement over property of Jericho Power LLC, at no cost to the State, subject to the conditions as specified in the request dated October 26, 2012. MOTION ADOPTED.

LRCP 12-057 Department of Resources and Economic Development – Christopher Gamache, Chief Supervisor, Bureau of Trails, and Robert Spoerl, Land Agent, Division of Forests and Lands, Department of Resources and Economic Development presented the request and responded to questions of the Committee.

On a motion by Senator Larsen, seconded by Representative Campbell, that the Committee approve the request of the Department of Resources and Economic Development, Division of Forests and Lands, to sell the camp building at William Thomas State Forest, in the Town of Hill, by competitive bid and waive the \$1,100 Administrative Fee, subject to the conditions as specified in the request dated October 29, 2012. MOTION ADOPTED.

LRCP 12-059 Department of Employment Security – George Copadis, Commissioner, Department of Employment Security presented the request and responded to questions of the Committee.

On a motion by Representative Campbell, seconded by Senator Gallus, that the Committee approve the request of the Department of Employment Security, to amend LRCP 12-042, approved by the Long Range Capital Planning and Utilization Committee on September 18, 2012, to allow New Hampshire Employment Security to sell without the services of a real estate broker, for the current market value, the following properties located at: 32-24 South Main St, Concord; 10 West St, Concord; 298 Hanover St, Manchester; and 300 Hanover St, Manchester, assess an Administrative Fee of \$1,100 per property, and allow negotiations within the Committee's current policy guidelines, as specified in the request dated November 14, 2012. MOTION ADOPTED.

LRCP 12-060 Department of Administrative Services – Michael Connor, Director of Plant and Property Management, Department of Administrative Services, presented the request and responded to questions of the Committee.

On a motion by Senator Rausch, seconded by Representative Chandler, that the Committee approve the request of the Department of Administrative Services, to enter into a three (3) year Use of Premises Agreement with Rockingham County for 18,053 square feet of state owned office space located in the lower level of the Rockingham County Superior Courthouse, #10 Route 125, Brentwood, NH, for the term of January 1, 2013 to December 31, 2015 for a total lease amount of \$532,920, at the schedule of annual rent as specified in the

request dated October 29, 2012. MOTION ADOPTED.

LRCP 12-062 New Hampshire Fish and Game Department – Richard Cook, Land Agent, N.H. Fish and Game Department presented the request and responded to questions of the Committee. James Rines, representing his aunt and uncle, abutters, was present to address the Committee and respond to questions.

On a motion by Senator Larsen, seconded by Representative Chandler, that the Committee table the request of the New Hampshire Fish and Game Department authorization of the sale of a 0.58 acre parcel of State owned land located on Conner Pond in the Town of Ossipee for \$11,500 to James Rines, an abutter, and assess an \$1,100 Administrative Fee, as specified in the request dated November 12, 2012, **with the understanding that the parcel be adequately noticed for sale and the abutters notified.** MOTION ADOPTED.

LRCP 12-065 New Hampshire Liquor Commission – Craig Bulkley, Chief of Administration, New Hampshire Liquor Commission presented the request and responded to questions of the Committee.

On a motion by Senator Rausch, seconded by Representative Campbell, that the Committee approve the request of the New Hampshire Liquor Commission to grant a 20 x 464 foot utility easement to Public Service of New Hampshire (PSNH) and Northern New England Telephone Operations, LLC d/b/a FairPoint Communications – NNE, to construct a 464 foot, three-phase line extension from Route 9, W. Chesterfield to the new retail store's transformer and further authorization to waive the Administrative Fee, as specified in the request dated November 9, 2012. MOTION ADOPTED. (8-Yes, 1-No)

RSA 17-M:2(b), POWERS AND DUTIES:

LRCP 12-055 Department of Administrative Services – Michael Connor, Director of Plant and Property Management, Department of Administrative Services, presented the request and responded to questions of the Committee.

On a motion by Senator Gallus, seconded by Senator Larsen, that the Committee approve the request of the Department of Administrative Services, request approval of a thirty-five (35) year inter-agency lease for the sum of one dollar (\$1.00) to the Department of Employment Security, 32 South Main Street, Concord, NH, for the approximate 77,000 square foot "Tobey Building" and certain areas of the surrounding grounds located on the New Hampshire Hospital Campus at 48 South Fruit Street, Concord, NH, with the thirty-five year (35) occupancy term commencing upon completion of renovations and receipt of "certificate of occupancy" targeted for September 30, 2013, subject to the conditions as specified in the request dated October 16, 2012. MOTION ADOPTED.

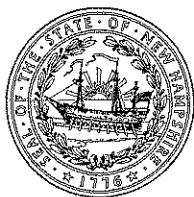
INFORMATIONAL:

The informational materials were accepted and placed on file.

DATE OF NEXT MEETING AND ADJOURNMENT

The next meeting of the Long Range Capital Planning and Utilization Committee will be at the Call of The Chair. (Where upon the meeting adjourned at 12:00 p.m.)

Representative David Campbell, Clerk



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

BUREAU OF FACILITIES AND ASSETS MANAGEMENT

Nicholas A. Toumpas
 Commissioner

Stephen J. Mosher
 Chief Financial Officer

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

January 17, 2013

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

REQUESTED ACTION

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

EXPLANATION

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

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

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

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

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

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

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

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

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

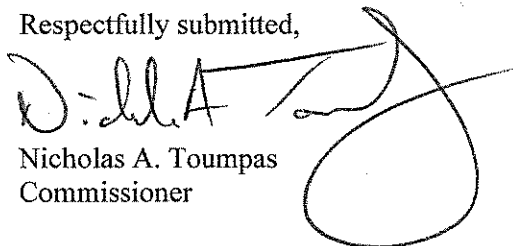
Commencement of the Term of this lease agreement is contingent upon the Landlord in possession of a binding Purchase and Sales agreement on the property and receipt of Town of Ossipee planning board approval.

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

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

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

Respectfully submitted,

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

Nicholas A. Toumpas
Commissioner

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

1. Parties to the Lease:

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

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

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

(individual or corporate name)

State of Incorporation: New Hampshire

(if applicable)

Business Address: 11 Court Street

Street Address (principal place of business)

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

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

Department Name: Department of Health and Human Services

Address: 129 Pleasant Street

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

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

WITNESSETH THAT:

2. Demise of the Premises:

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

Location of Space to be leased: 9 Route 28

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

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

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

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

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

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

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

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

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

Landlord Initials: P.15

Date: 10/20/12

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

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

3.4 Extension of Term: The Tenant shall have the option to extend the Term for (*number of options*) zero Additional term(s) of 0 year(s), upon the same terms and conditions as set forth herein. Notice from the Tenant exercising their option to extend the term shall be given by the Tenant delivering advance Written notice to the Landlord no later than thirty (30) days prior to the expiration of the Term, or any extensions thereof.

See Exhibit E for text replacing Section 3.5

3.5 Conditions on the Commencement and Extension of Term:

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

4. Rent:

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

(*insert month, date and year*) September 1, 2013

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

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

Landlord Initials: [Signature]

Date: 10/22/12

5. Conditional Obligation of the State:

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

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

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

Exceptions: _____


OR:

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

Exceptions: Tenant solely responsible for telephone, data and security surveillance services with direct payment to provider thereof.

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

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

Landlord Initials: 

Date: 10/22/12

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

7. Use of Premises:

The Tenant shall use the premises for the purpose of:

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

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

8. Maintenance and Repair by the Landlord:

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

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

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

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

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

Landlord Initials: *P.L.*

Date: *10/22/12*

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


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

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

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

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

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

Landlord Initials: 

Date: 

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

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

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

8.10 Interior finishes and surfaces:

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

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

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

OR:

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

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

Landlord Initials: 

Date: 10/22/12

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

All work, whether undertaken as the Landlord's or Tenant's responsibility, shall be performed in a good workmanlike manner, and when completed shall be in compliance with all Federal, State, or municipal statute's building codes, rules, guidelines and zoning laws. Any permits required by any ordinance, law, or public regulation, shall be obtained by the party (Tenant or Landlord) responsible for the performance of the construction or alteration. The party responsible shall lawfully post any and all work permits required, and if a "certificate of occupancy" is required shall obtain the "certificate" from the code enforcement authority having jurisdiction prior to Tenant occupancy. No alteration shall weaken or impair the structure of the Premises, or substantially lessen its value. All new construction, alterations, additions or improvements shall be provided in accordance with the Tenant's design intent plans, specifications and schedules, which shall be attached to and made a part of the Agreement herein as Exhibit D.

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

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

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

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

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


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

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

Landlord Initials: 

Date: 10/22/12

- 10.1 Provision of Work, etc.:** Unless expressly otherwise agreed by both parties, all improvements shall be made at the Landlord's sole expense, with said provision amortized into the Rent set forth herein.
- A) In the event Tenant has agreed to the Landlord making certain improvements that are not included within those provided at the sole expense of Landlord or not amortized within the Rent, payment shall either be paid in total after Landlord has successfully completed all agreed improvements, or be paid in accordance with a payment schedule which shall withhold a proportion of the total payment until after Landlord has successfully completed the agreed improvements. Tenant's total additional payment and agreed payment schedule shall be set forth in the Agreement herein as a provision within Exhibit B "Schedule of Payments" herein and be listed as a separate section to the Schedule of Payments.
- 10.2 Schedule for Completion:** All improvements shall be completed in accordance with the specifications, plans and schedules attached as Exhibit D hereto, and shall be completed on or before the date set forth in section 3.2 herein for commencement of the "Occupancy Term".
- 10.3 Landlord's Delay in Completion; Failure to Complete, Tenant's Options:** If by reason of neglect or willful failure to perform on the part of the Landlord improvements to the Premises are not completed in accordance with Exhibit D, or any other provisions of the agreement herein, or the Premises are not completed within the agreed time frame, the Tenant may at its' option:
- A) **Termination of Lease:** Terminate the Lease, in which event all obligations of the parties hereunder shall cease; or
- B) **Occupancy of Premises "As is":** Occupy the Premises in its current condition, provided a "certificate of occupancy" has been issued for the Premises by the code enforcement official having jurisdiction, in which event the rent hereunder shall be decreased by the estimated proportionate cost of the scheduled improvements, reflecting the Landlord's failure to complete the improvements. The decreased rent shall remain in effect until such time the landlord completes the scheduled improvements; or
- C) **Completion of Improvements by Tenant:** Complete the improvements at Tenant's own expense, in which case the amount of money expended by the Tenant to complete the improvements shall be offset and withheld against the rent to be paid hereunder; or
- D) **Delay Occupancy:** The date for Tenant occupancy and commencement of rental payments set forth in Section 3.2 herein, shall at the Tenant's option, be postponed until possession of the Premises is given. In such instance the "Schedule of Payments" set forth in Exhibit B herein shall be amended to reflect the delayed inception date of the Tenant's rental and occupancy, with the date for termination also revised to expire the same number or years and/or months thereafter as originally set forth in the Agreement herein. Commencement of the amended Agreement shall be subject to the provisions of paragraph 3.5 herein.
- 11. Quiet Enjoyment:** Landlord covenants and agrees the Tenant's quiet and peaceful enjoyment of the Premises shall not be disturbed or interfered with by the Landlord, or any person claiming by, through or under the Landlord. Routine maintenance or inspection of the Premises shall be scheduled with Tenant at least one week in advance, to occur during a mutually agreeable time frame, and to be negotiated in good faith by both parties. Notwithstanding the provisions of this section, the Tenant agrees and covenants that in the event of an emergency requiring the Landlord to gain immediate access to the Premises, access shall not be denied.
- 12. Signs:** Tenant shall have the right to erect a sign or signs on the Premises identifying the Tenant, obtaining the consent of the Landlord prior to the installation of the signs; such consent shall not be unreasonably denied. All signs that have been provided by the Tenant shall be removed by them, at their own expense, at the end of the Term or any extension thereof. All damage due to such removal shall be repaired by the Tenant if such repair is requested by the Landlord.

Landlord Initials: 

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13. **Inspection:** Three (3) months prior to the expiration of the Term, the Landlord or Landlord's agents may enter the Premises during all reasonable working hours for the purpose of inspecting the same, or making repairs, or for showing the Premises to persons interested in renting it, providing that such entrance is scheduled at least 24 hours notice in advance with the Tenant. Six (6) months prior to the expiration of the term, the Landlord may affix to any suitable part of the Premises, or of the property to which the Premises are a part, a notice or sign for the purpose of letting or selling the Premises.
14. **Assignment and Sublease:** This lease shall not be assigned by the Landlord or Tenant without the prior written consent to the other, nor shall the Tenant sublet the Premises or any portion thereof without Landlord's written consent, such consent is not to be unreasonably withheld or denied. Notwithstanding the foregoing, the Tenant may sublet the Premises or any portion thereof to a government agency under the auspices of the Tenant without Landlord's prior consent.

See Exhibit E for text replacing Section 15 Insurance

15. **Insurance:** ~~During the Term and any extension thereof, the Landlord shall at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance with respect to the Premises and the property of which the Premises are a part: comprehensive general liability insurance against all claims of bodily injury, death or property damage occurring on, (or claimed to have occurred on) in or about the Premises. Such insurance is to provide minimum insured coverage conforming to: General Liability coverage of not less than one million (\$1,000,000) per occurrence and not less than three million (\$3,000,000) general aggregate, with coverage of Excess/Umbrella Liability of not less than one million (\$1,000,000). The policies described herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance and issued by insurers licensed in the State of New Hampshire. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Tenant no less than ten (10) days prior written notice of cancellation or modification of the policy. The Landlord shall deposit with the Tenant certificates of insurance for all insurance required under this Agreement, (or for any Extension or Amendment thereof) which shall be attached and are incorporated herein by reference. During the Term of the Agreement the Landlord shall furnish the Tenant with certificate(s) of renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the policies.~~
- 15.1 **Workers Compensation Insurance:** ~~To the extent the Landlord is subject to the requirements of NH RSA chapter 281-A, Landlord shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Landlord shall furnish the Tenant proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The Tenant shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for the Landlord, or any subcontractor of the Landlord, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.~~

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

- 16.1 **Acts or Omissions of Landlord:** On account of, or based upon, any injury to a person or loss or damage to property, sustained or occurring, or which is claimed to have been sustained or to have occurred on or about the Premises, on account of or based upon the act, omission, fault, negligence or misconduct of the Landlord, its agents, servants, contractors, or employees.
- 16.2 **Landlord's Failure to Perform Obligations:** On account of or resulting from, the failure of the Landlord to perform and discharge any of its covenants and obligations under this Lease and, in respect to the foregoing from and against all costs, expenses (including reasonable attorney's fees) and liabilities incurred in, or in connection with, any such claim, or any action or proceeding brought thereon; and in the case of any action or proceeding being brought against the Tenant by reason of any such claim, the Landlord, upon notice from Tenant shall at Landlord's expense resist or defend such action or proceeding.

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

Landlord Initials: *[Signature]*

Date: *10/22/12*

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

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

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

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

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

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

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

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

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

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

Landlord Initials: 

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

20. **Hazardous Substances:**

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

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

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

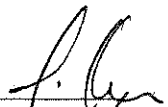
20.4 **Non-Permitted Use, Generation, Storage or Disposal:** The Tenant shall not cause or permit Hazardous Substances to be used, generated, stored or disposed of in the Premises or the building to which it is a part. The Tenant may, however, use minimal quantities of cleaning fluid and office or household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

20.5 **Asbestos:**

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

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

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

Landlord Initials: 

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

22. **Notice:** Any notice sent by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by registered or certified mail, postage prepaid, in a United States Post Office, addressed to the parties at the addresses provided in Section 1 herein.

23. **Required Property Management and Contact Persons:** During the Term both parties shall be responsible for issuing written notification to the other if their contact person(s) changes, providing updated contact information at the time of said notice.

23.1 **Property Management:** Notwithstanding the provisions of Section "22 Notice", the Landlord shall employ and/or identify a full time property manager or management team for the Premises who shall be responsible for addressing maintenance and security concerns for the Premises and issuing all reports, testing results and general maintenance correspondence due and required during the Term. The Landlord shall provide the Tenant with the information listed below for the designated management contact person for use during regular business hours and for 24-hour emergency response use.

LANDLORD'S PROPERTY MANAGEMENT CONTACT:

Name: James J. Horne

Title: President, CPManagement, Inc.

Address: 11 Court Street, Exeter, NH 03833 Phone: (603) 778-6300

Email Address: jayh@cpmanagement.com

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

TENANT'S CONTACT PERSON:

Name: Leon Smith

Title: Administrator, Department of Administrative Services

Address: 129 Pleasant Street, Concord, NH 03301 Phone: (603) 271-9502

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

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

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

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

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

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

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

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Date: [Signature]

books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

26. Personnel:

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

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

28. Miscellaneous:

28.1 Extent of Instrument, Choice of Laws, Amendment, etc.: This Lease, which may be executed in a number of counterparts, each of which shall have been deemed an original but which shall constitute one and the same instrument, is to be construed according to the laws of the State of New Hampshire. It is to take effect as a sealed instrument, is binding upon, inures to the benefit of, and shall be enforceable by the parties hereto, and to their respective successors and assignees, and may be canceled, modified, or amended only by a written instrument executed and approved by the Landlord and the Tenant.

28.2 No Waiver or Breach: No assent by either party, whether express or implied, to a breach of covenant, condition or obligation by the other party, shall act as a waiver of a right for action for damages as a result of such breach, nor shall it be construed as a waiver of any subsequent breach of the covenant, condition, or obligation.

28.3 Unenforceable Terms: If any terms of this Lease, or any application thereof, shall be invalid or unenforceable, the remainder of this Lease and any application of such terms shall not be affected thereby.

28.4 Meaning of "Landlord" and "Tenant": Where the context so allows, the meaning of the term "Landlord" shall include the employees, agents, contractors, servants, and licensees of the Landlord, and the term "Tenant" shall include the employees, agents, contractors, servants, and licensees of the Tenant.

28.5 Headings: The headings of this Lease are for purposes of reference only, and shall not limit or define the meaning hereof.


28.6 Entire Agreement: This Lease embodies the entire agreement and understanding between the parties hereto, and supersedes all prior agreements and understandings relating to the subject matter hereof.

28.7 No Waiver of Sovereign Immunity: No provision of this Lease is intended to be, nor shall it be, interpreted by either party to be a waiver of sovereign immunity.

28.8 Third Parties: The parties hereto do not intend to benefit any third parties, and this agreement shall not be construed to confer any such benefit.

28.9 Special Provisions: The parties' agreement (if any) concerning modifications to the foregoing standard provisions of this lease and/or additional provisions are set forth in Exhibit E attached and incorporated herein by reference.

28.10 Incompatible Use: The Landlord will not rent, lease or otherwise furnish or permit the use of space in this building or adjacent buildings, or on land owned by or within the control of the Landlord, to any enterprise or activity whereby the efficient daily operation of the Tenant would be substantively adversely affected by the subsequent increase in noise, odors, or any other objectionable condition or activity.

Landlord Initials: 

Date: 10/22/12

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

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

Authorized by: (full name and title) _____

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

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

Authorized by: (full name and title) _____

James J. Horne
Signature

Print: _____

James J. Horne as Co-Manager
Name & Title

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

OF: NEW HAMPSHIRE COUNTY OF: ROCKINGHAM

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

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

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

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

a Co-Manager of Levere - Horne Ossipee, LLC and that as such

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

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

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

APPROVALS:

Recommendation(s) regarding the approval of the Agreement herein issued by the "Architectural Barrier-Free Design Committee" of the "Governors' Commission on Disability" have been set forth in a "Letter of Recommendation" which has been attached hereto and made part of the Agreement herein by reference.

Approved by the Department of Justice as to form, substance and execution:

Approval date: 5 Nov. 2012

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

Approved by the Governor and Executive Council:

Approval date: _____

Signature of the Deputy Secretary of State: _____

Landlord Initials: P.H.

Date: 10/22/12

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

**EXHIBIT A
DEMISE OF TENANT PREMISES**

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

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

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

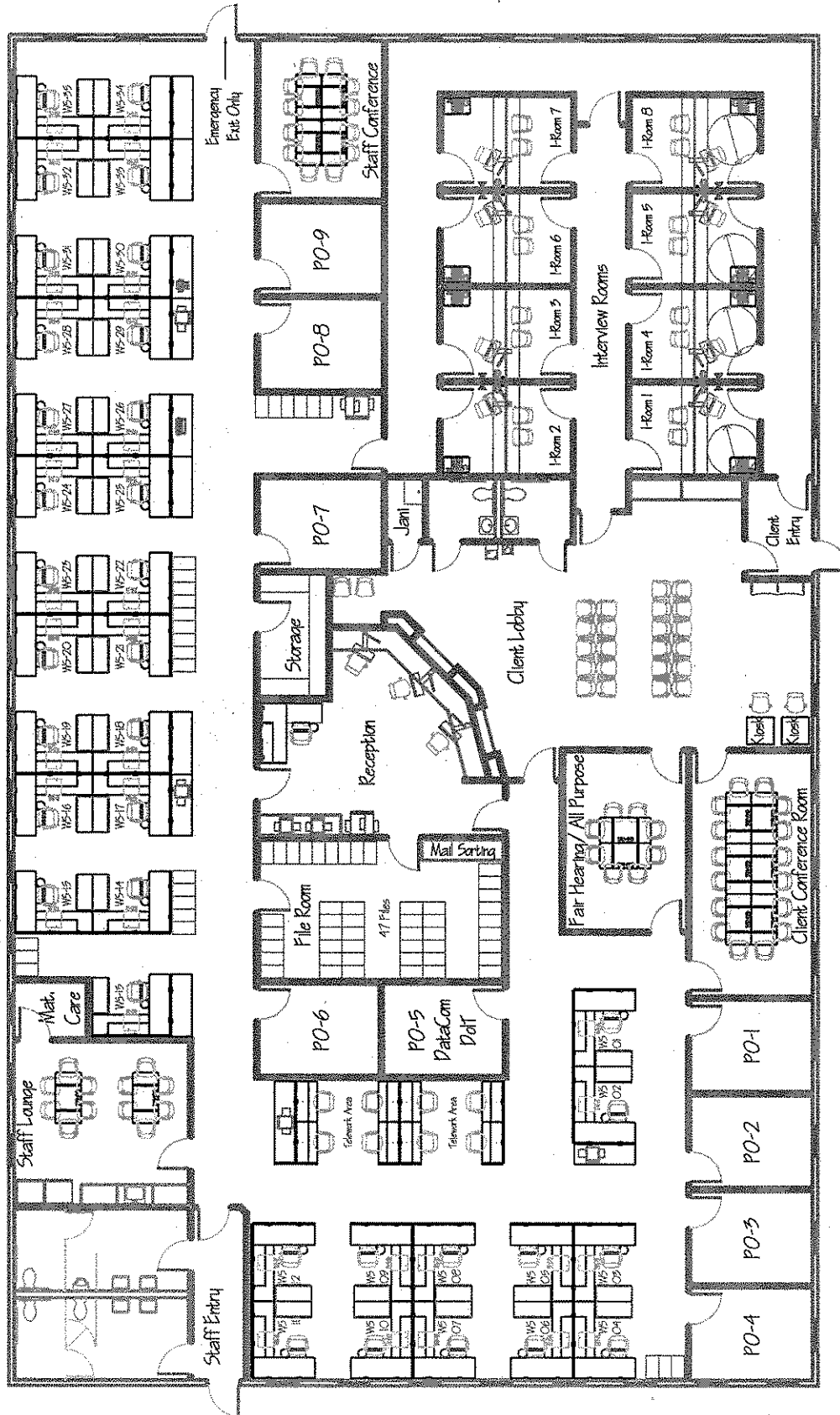
3. The Tenant shall have use of all parking spaces provided by the Landlord on the site serving the demised premises; use of such parking shall be at no additional cost to the Tenant.
4. The Tenant shall be solely responsible for setting and enforcing any restrictions or guidelines for the use of the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

Landlord Initials: 10/22/12

Date: 9/12

EXHIBIT A-1

DEMISE OF TENANT PREMISES

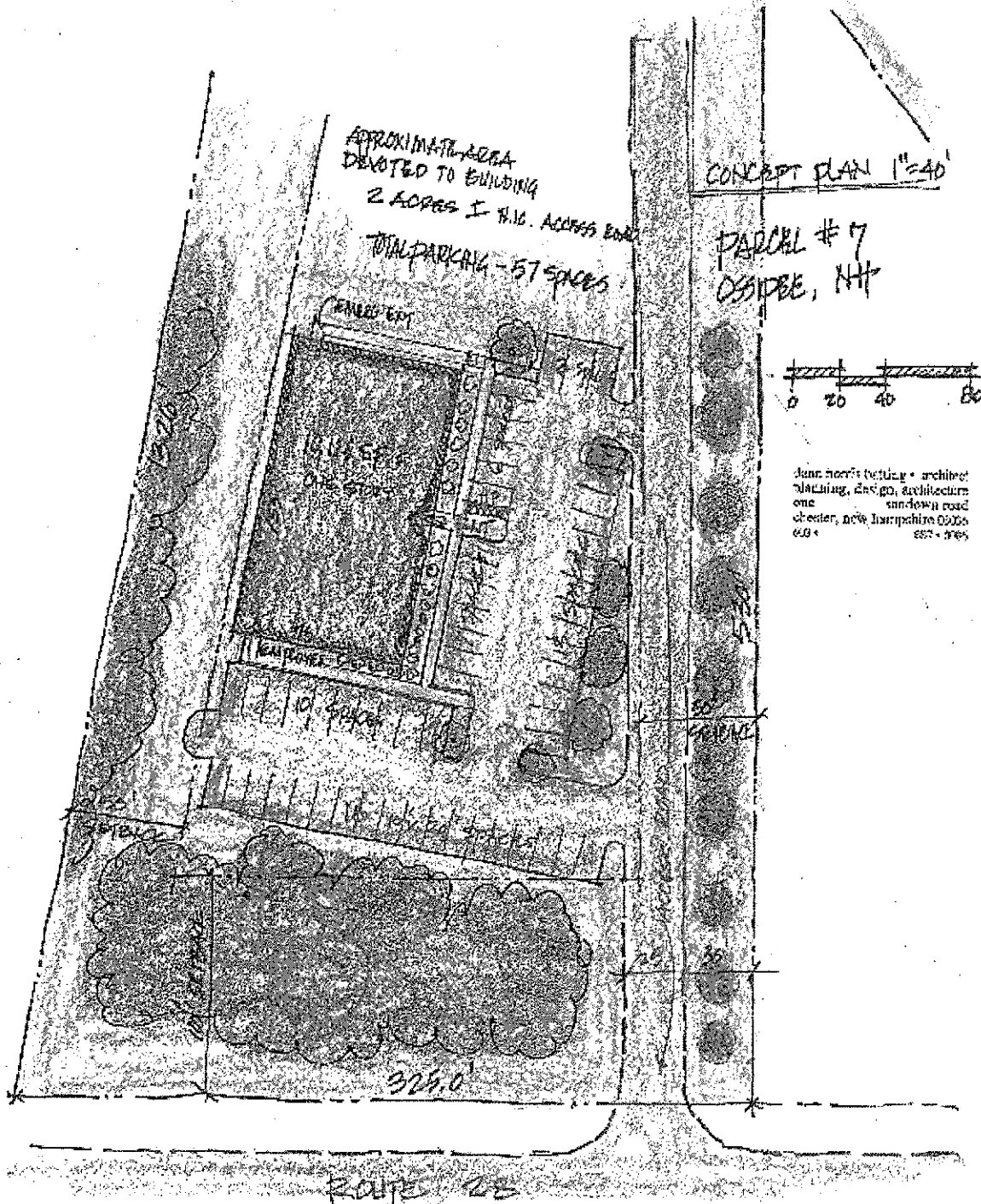


Landlord Initials:

Date:

EXHIBIT A-2

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



Landlord Initials:

Date:

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[Handwritten date: 10/22/12]

EXHIBIT B
SCHEDULE OF PAYMENTS

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

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

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

TEN (10) YEAR RENTAL SCHEDULE

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

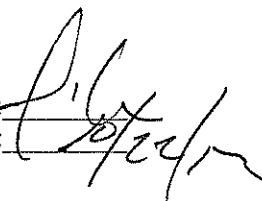
Landlord Initials: P.L.

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EXHIBIT B Continued:

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

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

Landlord Initials: 

Date: 

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

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

Landlord Initials: 

Date: 10/22/17

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

Landlord Initials:

Date:

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

Landlord Initials:

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EXHIBIT C

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

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

Landlord Initials:

Date:

EXHIBIT C

STATEMENT OF WORK FOR JANITORIAL SERVICES

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

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

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

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

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

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

A. Major Items of Supplies:

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

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

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

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

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

1-07. LANDLORD QUALIFICATIONS:

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

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

1-09. INSPECTION:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

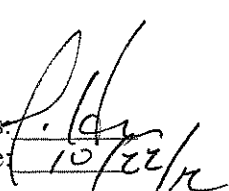
K. Cleaning Wainscot and Laminate Counter Tops - Clean all tile or impervious finish wainscot, laminate counter tops, toilet stall partitions and doors. Cleaning shall be accomplished with detergent solution and sponge followed by plain water rinse and drying with a clean cloth. Abrasive cleaners will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

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

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

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

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

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

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

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

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

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

- 1-12. CLEAN UP: All supplies, equipment and machines shall be kept free of traffic lanes or other areas where they might be hazardous and shall be secured at the end of each work period in areas provided for this purpose. Cloths, mops, or brushes, containing residue of wax or other combustible material subject to spontaneous ignition, shall not be disposed of or stored within the building or dumped in the on site disposal facility. LANDLORD shall be responsible to legally dispose of any and all hazardous or flammable materials as required by law. All dirt and debris resulting from work under this contract shall be disposed of each day at the completion of work. Only biodegradable cleaning solutions shall be disposed of in plumbing fixtures provided for this purpose.
- 1-13. LOST, FOUND OR MISSING ARTICLES: All unclaimed articles found in or about the work areas by the LANDLORD will be turned in immediately to the Tenant's District Office Manager of Operations located at this facility.
- 1-14. SNOW AND ICE REMOVAL: To be provided in conformance with Section 8.5 of the Agreement herein.
- 1-15. SUPPLIES: The LANDLORD will furnish supplies to fill all dispensers in the rest rooms and lounge. This is to include toilet paper, paper towels, sanitary toilet seat covers, baby changing station bed liners, anti-bacterial soap and sanitary napkins.
- 1-16. RECYCLING: The Landlord shall provide recycling collection, documentation, and repository services in accordance with the provisions of Exhibit D Part IV "Recycling" of the Agreement herein.

Landlord Initials: 

Date: 

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

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

* Hot Water Extraction at 12 months replaces quarterly Bonnet Cleaning

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

EXHIBIT D

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

Part I Architecturally Barrier-Free access to the Premises conforming with all applicable codes and regulations which are in effect as of the date of inception of the Term shall be provided unless otherwise agreed by the parties hereto and agreed by the "Architectural Barrier-Free Design Committee". If Barrier-Free access is deficient it shall be provided after the inception of the Term herein by making certain renovations and/or alterations to the Premises which shall include all recommendations set forth by the State of New Hampshire's "Architectural Barrier-Free Design Committee" (AB Committee) in their "Letter of Recommendation" which has been attached hereto and made part of the Agreement herein by reference.

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

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

No later than thirty (30) days after the commencement of the Term herein the air quality of the Premises shall be tested in conformance with requirements set forth in Chapter Env-A 2200 in accordance with the requirements of the Agreement herein. No later than ten (10) calendar days after the "clean air" testing results are received by the Landlord they shall be submitted to "Environmental Services" in a manner which conforms to their requirements requesting their review and certification of compliance with "clean air" standards.

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

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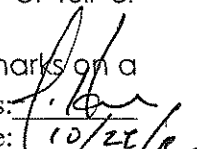
a "certificate of compliance" to the Landlord, or send a letter delineating the deficiencies. The Landlord shall consult with "Environmental Services" and the testing lab that performed the initial test to gain their recommendation of how to remedy any deficiencies. The Landlord shall (at their sole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

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

1. No later than the date set forth in "3.2 Occupancy Term" herein, the Landlord shall, at the sole expense of the Landlord, substantially complete provision of all new construction and improvements to the Premises delivering it in "turn key" condition to the Tenant. The Landlord's minimum obligation regarding provision and fit up of the Premises shall include but not be limited to provision of the level of quality, type of space, configuration, specifications and finishes set forth herein titled "Tenant Improvement Specifications".
2. The Landlord's minimum obligation regarding provision and fit up of the Premises shall include provision of an interior layout conforming to the floor plans, details, schedules and documents cited in the "Overview/Introduction" paragraph of Exhibit D part III "Tenant Improvement Specifications". Notwithstanding the foregoing the Tenant shall allow for reasonable variations if needed in order to accommodate structural and/or mechanical requirements.

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

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

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

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

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EXHIBIT D PART III, TENANT IMPROVEMENT SPECIFICATIONS

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

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

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

1. GENERAL PROVISIONS:

1.1. Basic Definitions:

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

2. Correlation and Intent of the Documents:

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

3. Construction Documents:

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

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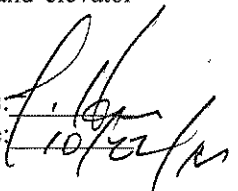
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necessary for code compliant construction of the premises shall be reviewed with the Tenant, with the necessary changes subsequently being incorporated into the Work as mutually agreed upon by the affected parties.

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

4. GENERAL CONDITIONS:

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

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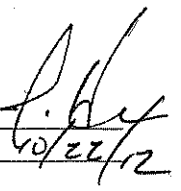
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- 4.3.5. The Landlord shall be responsible for inspections and testing required for the identification of known and suspect hazardous materials prior to construction. The Landlord shall provide notification of any and all Hazardous materials and proposed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

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

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

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

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

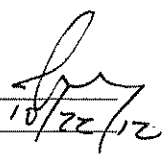
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- 6.12.2. Interchangeable Cores: All exterior and interior Tenant separation doors and the Data/Communications Room shall be provided with interchangeable cores.
- 6.12.3. Trim Design: Newport
- 6.12.4. Type: Lever (NSD) - Cast brass.
- 6.12.5. Finish: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

7. GYPSUM WALLBOARD-STANDARDS AND TYPES:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

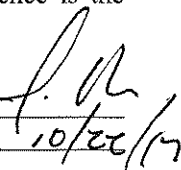
7.2.5.1. All gypsum board partitions shall be full height and extend from floor to underside of floor/roof deck above (unless otherwise noted). Extend partition framing full height to floor/roof deck above ceilings. Continue framing above doors and openings and frame around ducts penetrating partitions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

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

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

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

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

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

PREFERRED MODULAR CARPET TILE:

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

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

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

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

8.8.2.1. Size: 12" X 12",

8.8.2.2. Nominal Thickness: 1/8 inch

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

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

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

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

- 9.8.1. Landlord to provide and install one plastic laminate, square edged work counter at each interview room, the counters shall be custom grade, high-pressure laminate. Counter shall be secured directly to wall(s), 30" in depth and shall run the full width of the room (approx. 9'-0"), including a modesty panel, which shall extend to 8" above finished floor. The workcounter shall be permanently affixed to the partition walls, at a worksurface height of 29 1/2" from finished floor,
- 9.8.2. Landlord shall also field coordinate and install blocking for mouse and keyboard installations (by others).
- 9.8.2.1. Cord Management System: All laminates shall be provided with two (2) cord management grommets, with a minimum inside diameter of 2". Location and type to be field determined by Tenant.
- 9.8.2.2. See Tenant layout for quantity and placement of work counters
- 9.8.2.3. See also "Specialty Areas/Interview Rooms"

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

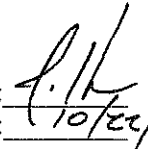
- 9.9.1. Three cord management grommets shall be provided – locations to be identified by Tenant.

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

- 9.10.1. Manufacturer: Cabinet manufacturers: Merrilatt or Shrock. Model: to be selected by Tenant from manufacturer's standard product line.
- 9.10.2. Counter heights: provide at standard height except for the section housing the sink, the height of this section (which shall be at least 36" wide) shall be dropped to 34" high and provide at least 29" knee space below for conforming wheelchair accessibility. No cabinets to be provided below the dropped height section, the exposed pipes below shall be insulated or otherwise shielded.
- 9.10.3. Electrical: Provide minimum quantity three (3) electrical outlets (and sufficient circuitry) located at counter height to provide for safe, efficient operation of Tenant's microwave, toaster oven, coffee maker,
- 9.10.3.1. Provide outlet and space for Tenant's full size (min. 20 c.f.) refrigerator.
- 9.10.4. Plumbing: provide and install standard double bowl stainless steel sink with lever type faucet with sprayer.
- 9.10.5. Specialties: Provide and install wall mounted paper towel dispenser and liquid soap dispensers adjacent to sink. Paper towel dispenser shall be operable with one hand; the dispensing height shall be no more than 48" above the floor. The Tork "Intuition II" hand sensor roll towel dispenser and Georgia Pacific "enMotion" automated touchless towel dispenser(s) are preferred.

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

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

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

11. ELECTRICAL:

- 11.1. **Energy Conservation:** Landlords shall utilize energy conservation equipment throughout the leasehold space. The Tenant will favorably consider energy conservation alternatives for all items within this section, including but not limited to motion sensed light switching.
- 11.2. **Electrical Service:** Shall be adequate for the constant and additional demand loads of all lighting, HVAC, outlets, systems furniture (8 wire connections) specialty equipment and any and all other items; including the capacity to add additional circuitry as required at a later date. Provide duplex electrical outlets in all areas as required by code and the specifications herein. See "Specialty Areas" for further definition of electrical requirements in open office areas.
- 11.3. **Electrical Finishes:** All switch plates and outlet covers shall be white in color unless otherwise requested by the Tenant.
- 11.4. **Electrical Installation Heights:** All switches shall have an installation height¹ of 48" above finished floor. Other sensors shall have an installation height of 56" above finished floor.
- 11.5. **Electrical Distribution:**
- 11.5.1. **Electrical Outlets – Dedicated and Common Circuit Needs:** Staff areas, i.e. workstations and private offices, shall be provided with one 20 amp circuit which is to be assigned to PC use only per each 3 staff persons for PC needs, and at least one additional common circuit for non-PC use. Provide additional circuits as required for provision of power to "hot box" (areas of shared electrical equipment use) and copier locations indicated on plans.

¹ To centerline of device.

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

12. LIGHTING:

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

13. COMMUNICATIONS REQUIREMENT:

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

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

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

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

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

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

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

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

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

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

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

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

14. SECURITY ALARMS, CCTV AND ACCESS CONTROL SYSTEMS:

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

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

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

15. FIRE SUPPRESSION SYSTEMS:

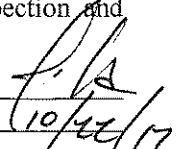
15.1. The presence thereof or lack thereof shall be determined by any and all local, State and prevailing building codes, including but not limited to NFPA-101. The cost of any changes, modification or additions will be the sole responsibility of the Owner and/or Landlord. All required permits, fees,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

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

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

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

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

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16. FIRE ALARM SYSTEM:

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

17. HVAC and VENTILATION:

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

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

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

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

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

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

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

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

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

19. SPECIALTY AREAS:

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

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

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

- 19.1.1.1. **"Hot Boxes"**: for the purpose of this document a "Hot Box" is a counter or work area designated for shared equipment requiring electrical and data connectivity. Provide for "Hot Box" common file and equipment space (such as shared printers and copiers) at the end run of certain system furniture workstations. Size of the area shall be approximately 2'-6" deep with the width being equal to the adjoining workstations. These "Hot box" areas are incorporated into the modular furniture panel system's space, care must be taken however to adequately provide electrical circuitry and connectivity to address the additional demands of these shared requirement areas.
- 19.1.1.2. **Electrical Requirements**: Landlord shall be required to include provisions for and connection of all electrical circuitry and junction boxes (ceiling and/or wall mounted) required for proper utilization of the systems furniture panel's electrified raceway. Typical systems furniture electrical harness configuration is three circuits consisting of 4 - hot; 2 - neutrals and 2 - grounds. Weather-tight or similar protection shall be required between junction box and connection to power pole or systems raceway "whips". System furniture standard connectivity power whip does not exceed 6'. As an estimate of required circuitry, provide one circuit per three workstations.
- 19.1.1.3. **Telephone & Data Requirements**: Landlord shall be required to include installation of Cat 6 telephone and data station cabling throughout the space, including provisions for routing of all data/telecommunications from the data room to each office and workstations as identified by the Tenant. Provide open wire cable trays in primary areas supplemented by "J" hooks as needed for routing of telecommunications in all open office areas. Telecommunications cabling shall be "home runs" (with no breaks) from each jack to the data room.
- 19.1.1.4. **Provision of Furniture Panel connectivity**: Landlord to be responsible for the hard-wire hook-up of power and data/telecommunications to all Tenant workstations to either the ceiling or wall mounted electrical junction boxes, installation responsibility shall also include the securing and anchoring of all communications and electrical poles.

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

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

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

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

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

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

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

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

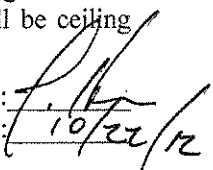
19.3.3. **Design, configuration and fixture counts**: Shall be in full compliance with all local, State and prevailing building codes as specified herein. Particular care shall be shown to the proper installation placement and height of: water closets, sinks, handrails, mirrors, partitions and privacy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

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

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

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

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

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

19.4. JANITORIAL ROOM: Shall include the following

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

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


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

19.6. Public Lobby Multi-Media Stations:

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

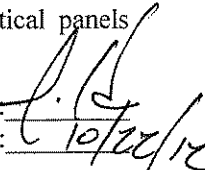
19.7. RECEPTIONIST AREA: Layout to be as shown on plan, to include the following:

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

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

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

19.11. PRIVATE OFFICES:

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

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

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

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

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

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

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

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

19.14.3. Door Assembly: (See section 6).

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

19.14.5. Appliances: Tenant shall supply all appliances,

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

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

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

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

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

19.15.2. Door Assembly:

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

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

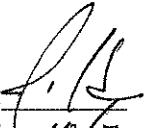
19.15.3. Sound Control Panels: Provide a minimum quantity of eight (8) surface mounted acoustical panels conforming to the specifications in "Standard and Specialties" herein.

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

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

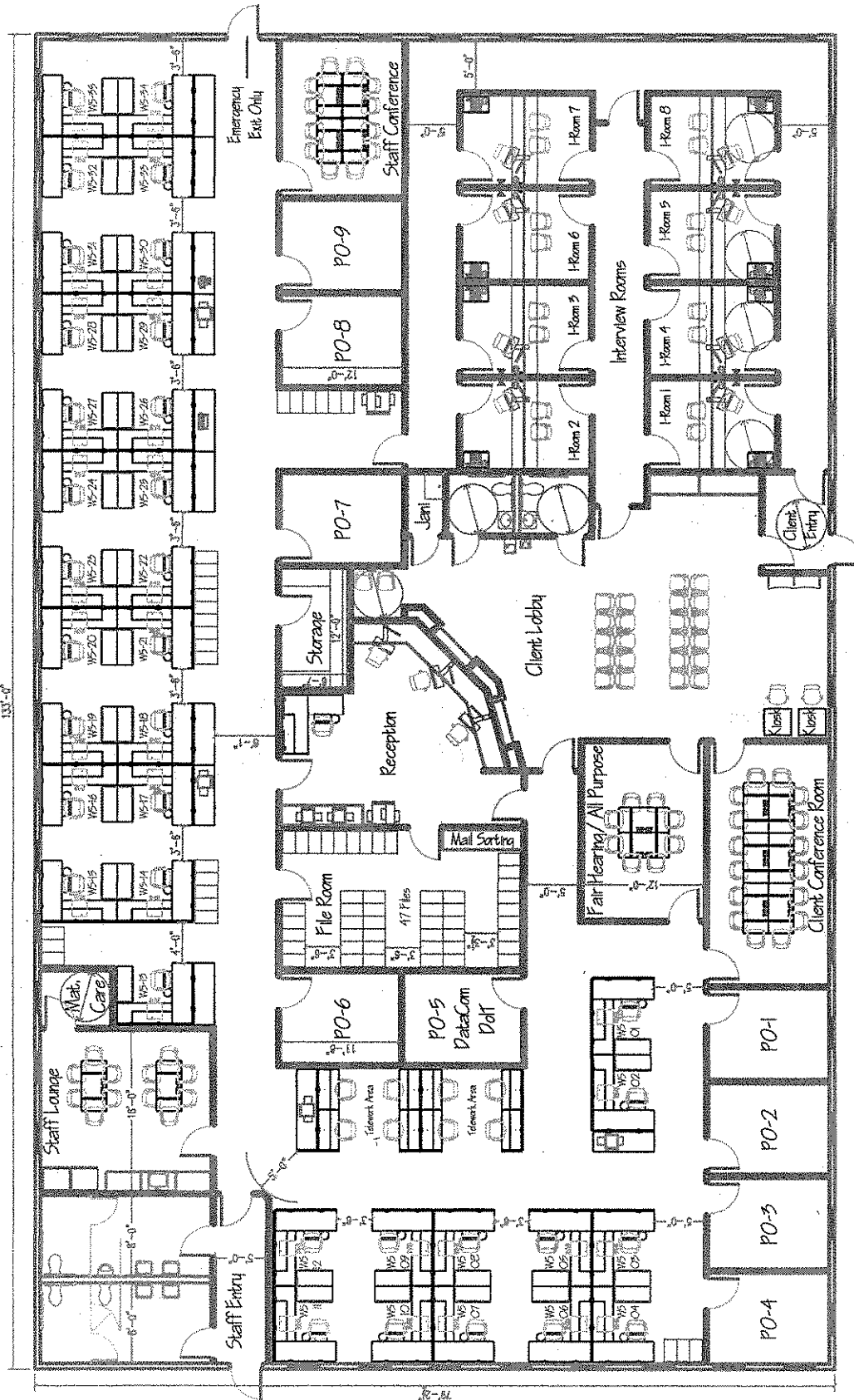
19.16. **SUPPLY and STORAGE ROOM:** Supply and Storage Room(s) Layouts to be as shown on Tenant plan, include the following:

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

Landlord Initials: 

Date: 10/22/12

DWG-A1 TENANT FLOOR PLAN



Landlord Initials: *10/22/12*
 Date: *fil*

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

Landlord Initials:

Date:

D-1 SAMPLE DOOR AND HARDWARE SCHEDULE

Page 2

Door #	EXTERIOR DOOR	DOOR LOCATION	DOOR			FRAME			GLASS/HARDWARE			SECURITY COMPONENTS					NOTES: Provide and install closer on all doors receiving electric strikes
			WD	HT	THK	MATL	MATL	KO	GLAZING	HDWARE	HDWARE	M	E	GR	RU	REX	
133		Lounge	3'-0"	7'-0"	1 3/4"	WOOD	HM	KO	THG	HS-7d	HS-7d	X					
134	X	Ext	3'-0"	7'-0"	1 3/4"	WOOD	HM	KO		HS-7d	HS-7d	X					
135		Office	3'-0"	7'-0"	1 3/4"	WOOD	HM	KO		HS-7d	HS-7d	X					
136		Office	3'-0"	7'-0"	1 3/4"	WOOD	HM	KO		HS-7d	HS-7d	X					
137		Office	3'-0"	7'-0"	1 3/4"	WOOD	HM	KO		HS-7d	HS-7d	X					
138		Stat Center	3'-0"	7'-0"	1 3/4"	WOOD	HM	KO	VP	HS-11	HS-11	X	X	X		X	
139		Interview	3'-0"	7'-0"	1 3/4"	WOOD	HM	KO	VP	HS-7	HS-7	X					Interview Rm. 20 (staff)
140		Interview	3'-0"	7'-0"	1 3/4"	WOOD	HM	KO	VP	HS-7	HS-7	X					Interview Rm. 15 (staff)
141		Interview	3'-0"	7'-0"	2"	HM	HM	KO	VP	HS-7	HS-7	X					Interview Rm. 13 (staff)
142		Supply Storage	3'-0"	7'-0"	2"	HM	HM	KO		HS-7	HS-7	X					
143		Interview	3'-6"	7'-0"	1 3/4"	WOOD	HM	KO	VP	HS-7	HS-7	X					Interview Rm. 11 (staff)
144		File Room	5'-0"	7'-0"	1 3/4"	WOOD	HM	KO	VP	HS-7a	HS-7a	X					Interview Rm. 09 (staff)
145		Interview	3'-0"	7'-0"	1 3/4"	WOOD	HM	KO	VP	HS-7	HS-7	X					Interview Rm. 08 (staff)
146		Interview	3'-0"	7'-0"	1 3/4"	WOOD	HM	KO	VP	HS-7	HS-7	X					Interview Rm. 07 (staff)
147		Interview	3'-0"	7'-0"	1 3/4"	WOOD	HM	KO	VP	HS-7	HS-7	X					Interview Rm. 06 (staff)
148		Interview	3'-0"	7'-0"	1 3/4"	WOOD	HM	KO	VP	HS-7	HS-7	X					Interview Rm. 05 (staff)
149		File Room	3'-0"	7'-0"	1 3/4"	WOOD	HM	KO	THG	HS-7a	HS-7a	X					
150		Reception	3'-0"	7'-0"	1 3/4"	WOOD	HM	KO	THG	HS-7a	HS-7a	X					
151		Interview	3'-0"	7'-0"	1 3/4"	WOOD	HM	KO	VP	HS-7	HS-7	X					Interview Rm. 01 (staff)
152		Interview	3'-0"	7'-0"	1 3/4"	WOOD	HM	KO	VP	HS-7a	HS-7a	X					Interview Rm. 01 - Client
153		Interview	3'-0"	7'-0"	1 3/4"	WOOD	HM	KO	VP	HS-7a	HS-7a	X					Interview Rm. 02 - Client
154		Interview	3'-0"	7'-0"	1 3/4"	WOOD	HM	KO	VP	HS-7a	HS-7a	X					Interview Rm. 03 - Client
155		Interview	3'-0"	7'-0"	1 3/4"	WOOD	HM	KO	VP	HS-7a	HS-7a	X					Interview Rm. 04 - Client
156		Interview	3'-0"	7'-0"	1 3/4"	WOOD	HM	KO	VP	HS-7a	HS-7a	X					Interview Rm. 05 - Client
157		Interview	3'-0"	7'-0"	1 3/4"	WOOD	HM	KO	VP	HS-7a	HS-7a	X					Interview Rm. 06 - Client
158		Interview	3'-0"	7'-0"	1 3/4"	WOOD	HM	KO	VP	HS-7a	HS-7a	X					Interview Rm. 07 - Client
159		Interview	3'-0"	7'-0"	1 3/4"	WOOD	HM	KO	VP	HS-7a	HS-7a	X					Interview Rm. 08 - Client
160		Interview	3'-0"	7'-0"	1 3/4"	WOOD	HM	KO	VP	HS-7a	HS-7a	X					Interview Rm. 09 - Client
161		Interview	3'-0"	7'-0"	1 3/4"	WOOD	HM	KO	VP	HS-7a	HS-7a	X					Interview Rm. 10 - Client
162		Interview	3'-0"	7'-0"	1 3/4"	WOOD	HM	KO	VP	HS-7a	HS-7a	X					Interview Rm. 11 - Client
163		Toilet	3'-0"	7'-0"	1 3/4"	WOOD	HM	KO	VP	HS-11	HS-11	X	X			X	Interview Rm. 12 - Client
164		Interview	5'-0"	7'-0"	1 3/4"	WOOD	HM	KO	VP	HS-7d	HS-7d	X					Interview Rm. 13 - Client
165		Interview	3'-0"	7'-0"	1 3/4"	WOOD	HM	KO	VP	HS-7d	HS-7d	X					Interview Rm. 14 - Client

Landlord Initials: *L.H.*

Date: *10/22/10*

D-1 SAMPLE DOOR AND HARDWARE SCHEDULE

Page 3

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

LEGEND:

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

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

D-2 HARDWARE TYPES

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

SAMPLE

Landlord Initials: *P.L.L.*

Date: *10/22/12*

D-3 HARDWARE FUNCTIONS

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

Landlord Initials: 

Date: 10/22/12

**EXHIBIT E
SPECIAL PROVISIONS**

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

SPECIAL PROVISIONS OF THE LEASE:

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

MODIFICATION OF STANDARD PROVISIONS OF THE LEASE:

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

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

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

Landlord Initials: P.R.

Date: 10/22/12

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

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

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

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

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

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

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

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

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

The Landlord shall deposit with the Tenant certificates of insurance for all insurance required under this Agreement, (or for any Extension or Amendment thereof) no later than the date set forth in Section 3.2 Occupancy Term herein for substantial completion of the Premises and commencement of the Tenant's rental term and occupancy. In no

Landlord Initials: 

Date: 10/22/12

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

During the Occupancy Term of the Agreement the Landlord shall furnish the Tenant with certificate(s) of renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the policies.

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

Landlord Initials: P.H.

Date: 10/22/11



STATE OF NEW HAMPSHIRE

GOVERNOR'S COMMISSION
ON DISABILITY

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

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

August 21, 2012

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

Requested Action

RECOMMENDATION REGARDING LEASE APPROVAL

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

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

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

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

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

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

DAVE GLEASON
David Gleason, Chair

JLS 8-29-12

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Levere-Horne Ossipee, LLC is a New Hampshire limited liability company formed on October 15, 2012. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 24th day of October, A.D. 2012

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

William M. Gardner
Secretary of State

UNANIMOUS CONSENT
OF
MEMBERS
OF
LEVERE-HORNE OSSIPPEE, LLC

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

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

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

Dated as of October 22nd, 2012.

LEVERE-HORNE OSSIPPEE, LLC

By: 

James J. Horne, Member and
Co-Manager

LEVERE PROPERTIES II, LLC
Member and Co-Manager

By: 

Daniel Plummer, Managing Member

Home Page - Windows Internet Explorer

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McAfee

Home Page

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Search Results

You can refine your search by entering new search criteria in the search box and using the Search In Results button. If you wish to perform a new search use the Clear Search button. Using the Save Search button will allow you to run this search at a later time.

[Important message regarding exclusion searches.](#)

Current Search Terms: **levere* - home* Ossipee * llc***

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Showing page: 0 of 0

Sort by: **Ascending**

Relevance

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Microsoft Word

Home Page - Window...

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Home Page - Windows Internet Explorer

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Current Search Terms: **levere* - home* Ossipee * llc***

Clear Search

Showing page: 0 of 0

Sort by: **Ascending**

Relevance

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FILTER RESULTS

No records found for current search.

By Record Status

(ROWMS 10622A
Parcels 52,54 and 102)

STATE OF NEW HAMPSHIRE INTER-DEPARTMENT COMMUNICATION

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

DATE: January 18, 2013

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

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

TO: Chairman
Long Range Capital Planning and Utilization Committee

REQUESTED ACTION

The Department of Transportation, pursuant to RSA 4:39-c, requests authorization to sell and release its interest in a 1,539 square foot portion of the Limited Access Right-of-Way located on the westerly side of the FE Everett Turnpike (Interstate 293) in the City of Manchester directly to Allard Family L.C for \$4,100.00 which includes an \$1,100.00 Administrative Fee, subject to the conditions as specified in this request.

EXPLANATION

The Department of Transportation has received a request from an abutter, Allard Family L.C, for the opportunity to acquire a portion of State owned Limited Access Right-of-Way of the FE Everett Turnpike located on the westerly side of the FE Everett Turnpike in the City of Manchester.

When the Department reconstructed a portion of the FE Everett Turnpike several years ago, the Department impacted several properties along this section of highway including property owned by Allard Family L.C. Allard Family owned a warehouse building that was used for their moving business inside the new highway corridor and this building was demolished. Allard Family L.C. constructed a new warehouse building on their remaining property to replace the building that was demolished. After the building was constructed it was determined by a survey done by Allard Family L.C that a portion for this building was constructed inside the limits of the new right of way of the FE Everett Turnpike

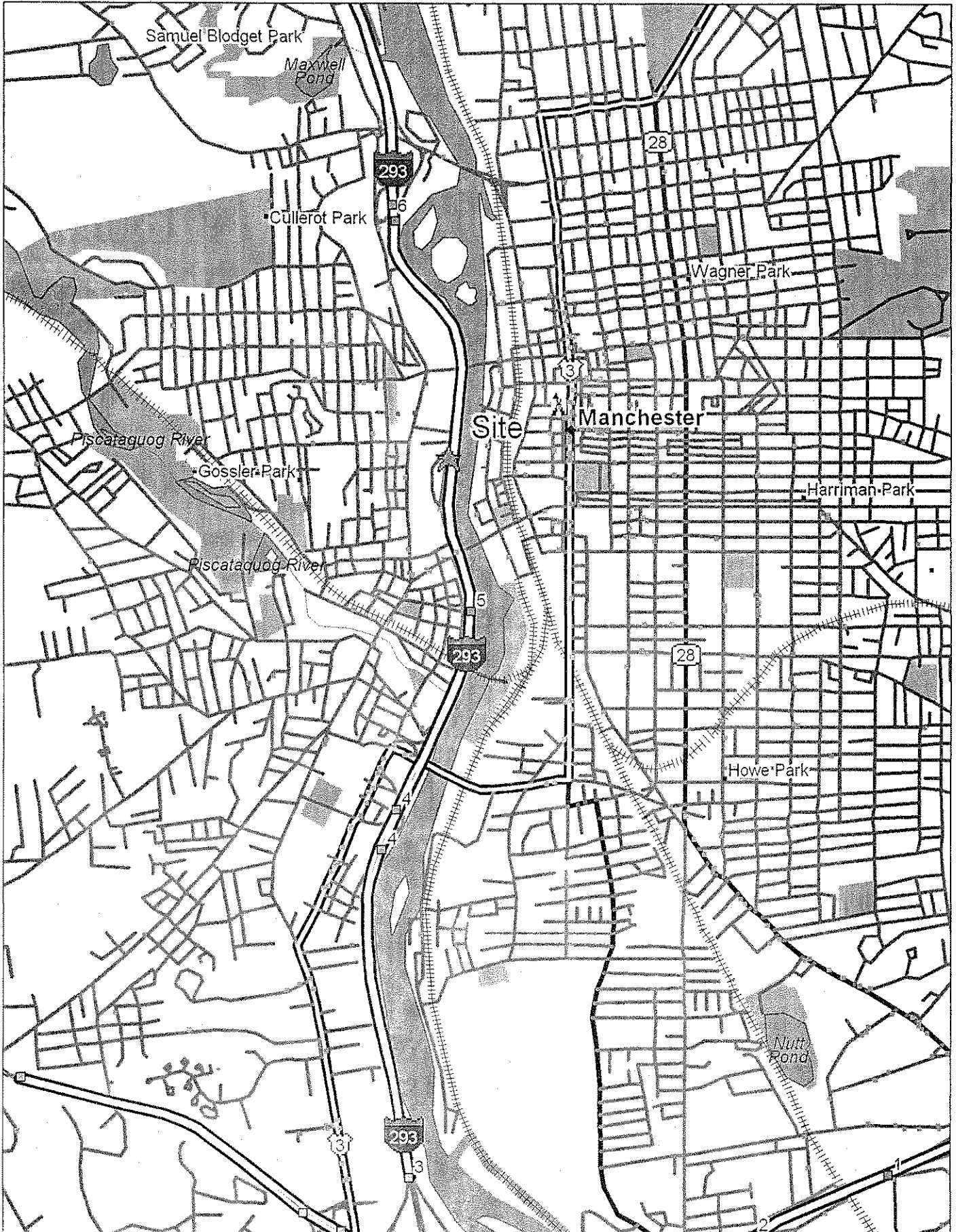
The Department after reviewing this situation proposes to sell this requested area in order to resolve this encroachment issue

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

A staff appraiser from this Department completed an opinion of value for the subject property for the purpose of establishing a contributory market value for this 1,539 square foot parcel. The appraiser used eight (7) sales in the City of Manchester 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 November 27, 2012, to be \$3,000.00.

The highest and best use of the subject is to the abutter. The Department proposes to offer the sale of this parcel to Allard Family L.C for \$4,100.00, which includes an Administrative Fee of \$1,100.00.

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



REFERENCE PLANS:

1. LOT LINE ADJUSTMENT & CONSOLIDATION PLAN PREPARED FOR ALLARD FAMILY L.C., TPK. 4, LOTS 4A, 9 & 10 - MANCHESTER, NEW HAMPSHIRE. SCALE: 1"=40'. DATED NOVEMBER 2004, LAST REVISED MARCH 27, 2005, PREPARED BY KEACH-NORDSTROM ASSOCIATES, INC. IN CONJUNCTION WITH ENG. C. MATHIAS & ASSOCIATES, INC. FILE NO. 3309.
2. STATE OF NEW HAMPSHIRE, DEPARTMENT OF TRANSPORTATION, RIGHT-OF-WAY PLANS, FEDERAL AID PROJECT, N.H. PROJECT NO. 10622-A, 1-253 AT EXT. 5 INTERCHANGE. (SHEET 10-12).
3. "SECTION STREET AS CONDOMINIUM CONDOMINIUM SITE PLAN OF LAND IN MANCHESTER, NEW HAMPSHIRE. SCALE: 1"=30'. DATED APRIL 1, 2006, PREPARED BY VANASSE HANGEN BRULIN, INC. FILE NO. 3475. (3 SHEETS).
4. "SECTION PLAN OF LAND OF LOT 11, TPK. 4, 1/2 SECTION 4, ALLARD FAMILY PARTNERSHIP, FOUNDRY STREET, MANCHESTER, N.H." SCALE: 1"=30'. DATED OCTOBER 1991, LAST REVISED DECEMBER 1991, PREPARED BY CLO CONSULTING ENGINEERS, INC. FILE NO. 32819.

REFERENCE PLANS: (Cont.)

5. "PLAN OF LANDS OF CATHOLIC MEDICAL CENTER, CATHOLIC MEDICAL CENTER WEST & CATHOLIC MEDICAL CENTER NETWORKS, MCGREGOR STREET, MANCHESTER, N.H." SCALE: 1"=40'. DATED APRIL 1991, LAST REVISED APRIL 16, 1991, PREPARED BY CLO CONSULTING ENGINEERS, INC. FILE NO. 32148.
6. "SECTION PLAN OF LAND, AMERICAN INDUSTRIES, INC., MANCHESTER, N.H., PREPARED FOR CROCHON MOUNTAIN REHABILITATION CENTER. SCALE: 1"=40'. DATED AUGUST 27, 1991, PREPARED BY ROBERT F. MORAN, INC. FILE NO. 14573.
7. "BOUNDARY PLAN, QUAKES WEDDING AND SALVAGE, INC., BOSTON & MAINE CORPORATION AND JACQUES INDUSTRIES, INC., MANCHESTER, N.H." SCALE: 1"=40'. DATED MARCH 7, 1995, PREPARED BY THOMAS F. MORAN, INC. FILE NO. 23618.
8. "BOUNDARY & COSTING CONDOMINIUM PLAN, NORTH TURNER STREET/AMMER LANE, TAX MAP TPK. 4, LOTS 4A, 9 & 10, 1/2 SECTION 4, ALLARD FAMILY PARTNERSHIP, FOUNDRY STREET, MANCHESTER, N.H." SCALE: 1"=30'. DATED DECEMBER 19, 2005, PREPARED BY ENG. C. MATHIAS & ASSOCIATES, INC. (UNRECORDED) (SUSPENDED).

PARCEL 'A' DESCRIPTION

A CERTAIN PARCEL OF LAND IDENTIFIED AS PARCEL 'A' HEREON, SITUATED ON THE EASTERLY SIDE OF ALLARD DRIVE, CITY OF MANCHESTER, COUNTY OF HILLSBOROUGH, STATE OF NEW HAMPSHIRE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON THE EASTERLY SIDE OF ALLARD DRIVE AT THE DIVISION LINE BETWEEN LAND NOW OR FORMERLY OF ALLARD FAMILY L.C. (TAX MAP TPK. 4, LOT 4A) ON THE NORTH, AND LAND NOW OR FORMERLY OF L.A. SHERRY CO., INC. (TAX MAP TPK. 4, LOT 7) ON THE SOUTH, THENCE

N 14° 49' 15" E A DISTANCE OF 201.39 FEET ALONG SAID SOLELINE TO A POINT, THENCE

S 64° 20' 30" E A DISTANCE OF 27.85 FEET TO A POINT, THENCE

S 20° 02' 32" W A DISTANCE OF 28.00 FEET TO A POINT, THENCE

S 20° 12' 21" W A DISTANCE OF 32.67 FEET TO A POINT, THENCE

S 20° 02' 32" W A DISTANCE OF 49.48 FEET TO A POINT ON THE DIVISION LINE AT SAID LAND OF L.A. SHERRY CO., INC. ON THE SOUTH, THENCE

N 70° 07' 14" W A DISTANCE OF 3.81 FEET ALONG SAID DIVISION LINE TO THE POINT OR PLACE OF BEGINNING.

SAID PARCEL 'A' AREA CONTAINS 2,843 SQUARE FEET OR 0.065 ACRES, BEING THE SAME, MORE OR LESS.

PARCEL 'B' DESCRIPTION

A CERTAIN PARCEL OF LAND IDENTIFIED AS PARCEL 'B' HEREON, SITUATED ON THE WESTERLY SIDE OF THE F.E. EVERETT TURNPIKE (INTERSTATE 293) IN THE CITY OF MANCHESTER, COUNTY OF HILLSBOROUGH, STATE OF NEW HAMPSHIRE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY SIDE OF THE F.E. EVERETT TURNPIKE, SAID POINT BEING S 12° 52' 53" W A DISTANCE OF 2.14 FEET FROM A STAKE BOUND ON SAID SOLELINE, THENCE

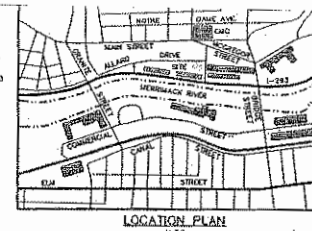
S 31° 23' 45" W A DISTANCE OF 53.86 FEET ALONG SAID SOLELINE TO A STAKE BOUND, THENCE

S 32° 41' 04" W A DISTANCE OF 188.11 FEET ALONG SAID SOLELINE TO A POINT, THENCE

N 27° 31' 57" E A DISTANCE OF 166.55 FEET TO A POINT, THENCE

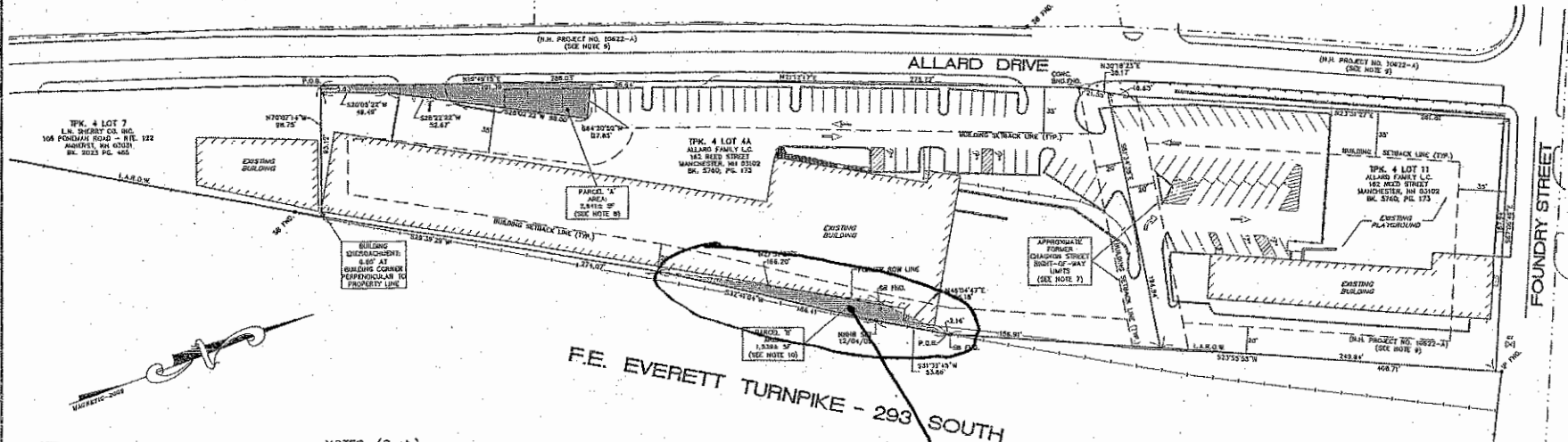
N 48° 04' 17" E A DISTANCE OF 56.16 FEET TO THE POINT OF BEGINNING.

SAID PARCEL 'B' AREA CONTAINS 1,519 SQUARE FEET OR 0.035 ACRES, BEING THE SAME, MORE OR LESS.



TPK. 4 LOT 8
CATHOLIC MEDICAL CENTER
100 MCGREGOR STREET
MANCHESTER, NH 03102
BK. 3215, PG. 371

TPK. 4 LOT 12
CATHOLIC MEDICAL CENTER
100 MCGREGOR STREET
MANCHESTER, NH 03102
BK. 3215, PG. 300
(CONDOMINIUM DECLARATION)



NOTES:

1. THE PURPOSE OF THIS PLAN IS TO DEFINE AND DEFINE PARCELS 'A' AND 'B' TO BE CONVEYED FROM THE STATE OF NEW HAMPSHIRE TO THE ALLARD FAMILY L.C. AND CONSOLIDATED WITH TAX MAP TPK. 4, LOT 4A, AS SHOWN HEREON.
2. THE AREAS OF THE SUBJECT PARCELS (TPK 4/LOTS 4A) ARE AS FOLLOWS:
 • PARCEL 'A' 2,843 SF / 0.065 ACRES
 • PARCEL 'B' 1,519 SF / 0.035 ACRES
 TOTAL AREA, TPK. 4, LOT 4A 91,764 SF / 2.108 ACRES
3. THE CURRENT OWNERS OF RECORD ARE AS FOLLOWS:
 TPK 4/LOT 4A, LOTS 4A & 11
 ALLARD FAMILY L.C.
 152 REED STREET
 MANCHESTER, NH 03102
 BK. 3740, PG. 173
4. THE SUBJECT PARCELS ARE LOCATED IN THE INDUSTRIAL ZONING DISTRICT. DIMENSIONAL BUILDING REQUIREMENTS ARE AS FOLLOWS:
 • LOT AREA 25,000 SF
 • LOT FRONTAGE 100 FEET
 • MAX. LOT COVERAGE 75%
 • MAX. BUILDING HEIGHT 50 FEET/4 STORIES
 MAX. FLOOR AREA RATIO 1.0
 MINIMUM BUILDING SETBACK REQUIREMENTS ARE AS FOLLOWS:
 • FRONT SETBACK 35 FEET
 • REAR SETBACK 20 FEET
 • SIDE SETBACK 20 FEET
5. A PORTION OF THE SUBJECT PROPERTIES IS LOCATED IN FLOOD ZONE 'X' AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) NO. 3301030100, EFFECTIVE DATE SEPTEMBER 13, 2004. PARCEL 276 OF TPK. ZONE 'X' IS DEFINED AS (1) AREAS OF 0.2% CHANCE OF ANNUAL FLOODING, (2) AREAS OF 1% CHANCE OF ANNUAL FLOODING WITH ANCHAGE DEPTHS OF LESS THAN 1 FOOT OR WITH A BRANCHAGE AREA OF LESS THAN 1 SQUARE MILE, (3) AREAS PROTECTED BY LEVEES FROM A 1% ANNUAL CHANCE OF FLOODING.

NOTES: (Cont.)

6. EXISTING RIGHTS AND RESTRICTIONS SHOWN OR IDENTIFIED HEREON ARE THOSE WHICH WERE FOUND DURING RESEARCH PERFORMED AT THE HILLSBOROUGH COUNTY DEPT. OF LANDS, PLANNING AND CONSTRUCTION, RIGHTS AND RESTRICTIONS MAY EXIST WHICH A TITLE EXAMINATION OF THE SUBJECT PARCELS(S) WOULD DETERMINE.
7. THE BOARD OF MAYOR AND ALDERMAN OF THE CITY OF MANCHESTER VOTED TO DISCONTINUE ALLARD DRIVE, FORMERLY NORTH TURNER STREET, LINDER LINE AND CHANDLER STREET IN THEIR ENTIRETY ON APRIL 15, 2008 AS RECORDED IN VOLUME 18, PAGE 340.
8. THE AREA SHOWN AS PARCEL 'A' HEREON IS A PORTION OF MAP TPK. 4, LOT 4A THAT WAS ACQUIRED BY THE STATE OF NEW HAMPSHIRE IN BOOK 3034, PAGE 238 OF THE HILLSBOROUGH COUNTY DEPT. OF LANDS, PLANNING AND CONSTRUCTION FROM THE STATE OF NEW HAMPSHIRE TO THE ALLARD FAMILY L.C. OF THAT PORTION OF LOT 7A BETWEEN THE PROPOSED RIGHT-OF-WAY OF ALLARD DRIVE AND THE BOUNDARY OF TPK. 4, LOT 4A HAS BEEN FOUND.
9. NO RECORD OF ACCEPTANCE OF NEW ALLARD DRIVE HAS BEEN FOUND. ALLARD DRIVE RIGHT-OF-WAY IS FOR REFERENCE PLAN NO. 2, RIGHT-OF-WAY MONUMENTS BOUND ON REFERENCE PLAN 1 AND 2 NOT FOUND DURING FIELD SURVEY.
10. AREA SHOWN AS PARCEL 'B' WAS A PORTION INTERSTATE 293 UNITED ACCESS RIGHT-OF-WAY, FOR PLAN TPK. 4, LOT 4A, INTERSTATE 293, NO CONVEYANCE FROM THE STATE OF NEW HAMPSHIRE TO THE ALLARD FAMILY L.C. DATED JULY 10, 2008 BY THIS OFFICE CONVEYED BY THE STATE OF NEW HAMPSHIRE TO ALLARD FAMILY L.C.
11. ALLARD DRIVE WAS DISCONTINUED FROM THE NORTHWEST CORNER OF SEANNE STREET TO THE SOUTHWEST CORNER OF FOURTH STREET AS REFERENCED IN MAP T. 2, INSTANCES ON REFERENCE PLAN NO. 2 INDICATE THAT THE CITY OF MANCHESTER VOTED TO RETURN THE REMAINDERS OF LINDER LINE AND OLD ALLARD DRIVE TO L.A. SHERRY CO. AND THE ALLARD FAMILY. NO RECORD OF SAID VOTE WAS FOUND.
12. THIS PLAN IS BASED UPON AN ACTUAL FIELD SURVEY PERFORMED BY THIS OFFICE ON JUNE 2008.

ZONING NOTE

THE ZONING/RECORDING SETBACKS SHOWN ON THIS PLAN ARE THOSE WE HAVE INTERPRETED FROM THE LATEST ZONING ORDINANCE OF THE MUNICIPALITY AND, AS SUCH, ARE ONLY OFFICIALS CONVEYED BY KEACH-NORDSTROM ASSOCIATES, INC. THE FINAL DETERMINATION OF THE ZONING, CAN ONLY BE MADE BY THE APPROPRIATE ZONING AUTHORITY. SUCH BUILDING ORIENTATION, PROPOSED USES, AND OTHER FACTORS CAN AFFECT THE SETBACKS, PRIOR TO ANY DEVELOPMENT OF THIS PROPERTY THE BUILDING OWNER MUST CONSULT WITH THE TOWN/CITY TO OBTAIN THE CORRECT APPLICATION OF THE ZONING ORDINANCE.

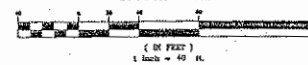
UTILITY NOTE

THE UNDERGROUND UTILITIES SHOWN HEREON HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND PLATTED FROM EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN HEREON ARE ACCURATELY LOCATED. THE SURVEYOR HAS NOT BEEN ADVISED OF ANY CHANGES TO THE UTILITIES SINCE THE DATE OF THE SURVEY. THE SURVEYOR HAS NOT BEEN ADVISED OF ANY CHANGES TO THE UTILITIES SINCE THE DATE OF THE SURVEY. THE SURVEYOR HAS NOT BEEN ADVISED OF ANY CHANGES TO THE UTILITIES SINCE THE DATE OF THE SURVEY.

LEGEND

- OPEN PIN FOUND
- STONE BOUND FOUND
- HANDICAP PARKING
- CHAIN LINK FENCE
- CAPE COD BORN CURBING
- BUILDING SETBACK
- EXISTING EDGE OF PAVEMENT
- EXISTING OVERHEAD UTILITIES
- SOLID WHITE LINE
- DOUBLE YELLOW LINE
- VERTICAL GRANITE CURBING

GRAPHIC SCALE



CERTIFICATION:

THIS PLAN AND THE SURVEY UPON WHICH IT IS BASED WAS MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE STATE OF NEW HAMPSHIRE AND THE CITY OF MANCHESTER, NH WITH A TRAVELER ERROR OF CLOSURE GREATER THAN ONE IN TEN THOUSAND. THE SURVEY PERFORMED IS CLASSIFIED AS A STANDARD SURVEY (CATEGORY 1), CONDITION 1) AS CITED IN THE STATE OF NEW HAMPSHIRE CODES ADMINISTRATIVE RULES GOVERNING LAND SURVEYING.

DATE: _____

PARCEL CONSOLIDATION PLAN ALLARD FAMILY L.C. MAP TPK. 4, LOT 4A & 11 ALLARD DRIVE MANCHESTER, NEW HAMPSHIRE HILLSBOROUGH COUNTY

OWNER OF RECORD:
ALLARD FAMILY L.C.
152 REED STREET
MANCHESTER, NH 03102
BK. 3760, PG. 173

APPLICANT:
ALLARD FAMILY L.C.
152 REED STREET
MANCHESTER, NH 03102
BK. 3760, PG. 173

KEACH-NORDSTROM ASSOCIATES, INC.
Civil Engineering • Land Surveying • Landscape Architecture
10 Commerce Park North, Suite 20, Bedford, NH 03110 Phone (603) 887-0883

REVISIONS		
No.	DATE	DESCRIPTION

DATE: OCTOBER 16, 2012 SCALE: 1" = 40'
PROJECT NO: 03-0404-1A SHEET 1 OF 1

SHAHEEN & GORDON, P.A.
ATTORNEYS AT LAW

Heidi J. Barrett-Kitchen
Attorney at Law

Tenacity. Creativity. Results.

January 17, 2013

Phillip Miles
Chief of Property Management
New Hampshire Department of Transportation
John O. Morton Building, Room 100
7 Hazen Drive, PO Box 483
Concord, NH 03302-0483

Re: Surplus property Acquisition

Dear Phil,

My client, Allard Family, LC accepts your offer and would like to proceed with the purchase of the 1,539 square foot parcel abutting the FE Everett Limited Access Right of Way for a purchase price of \$4100.00 (which includes an administrative fee of \$1,100).

Please submit the request at the next meeting of the Long Range Capital Planning and Utilization Committee as we discussed.

Thank you for your assistance. Please contact me should you have any questions.

Very truly yours,

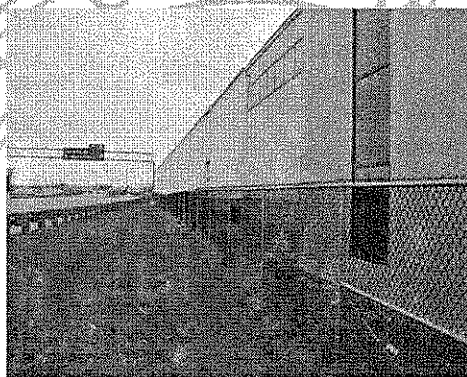
Heidi J. Kitchen-Barrett
hkitchen@shaheengordon.com

c: Allard Family, LC

Summary Appraisal Report

of Vacant Surplus Right of Way Land – East of Allard Drive

Abutting:
201 Allard Drive
Manchester, New Hampshire



Surplus Property

Parcel "B"

Property Owner:
State of New Hampshire
Department of Transportation

as of:
November 27, 2012

Mr. Phillip J. Miles
Chief – Property Management
Bureau of Right of Way
State of New Hampshire
Department of Transportation
7 Hazen Drive, Concord, N.H. 03302-0483

Prepared by:
Stephen Bernard, Appraiser, NHCG #654
NH D.O.T.
P.O. Box 483
Hazen Drive, Concord, N.H. 03302-0483



STATE OF NEW HAMPSHIRE



Letter of Transmittal

Mr. Phillip J. Miles
Chief – Property Management
Bureau of Right of Way
NH Department of Transportation
7 Hazen Drive
Concord, NH, 03302-0483

December 27, 2012

RE: Contributory Value of the Fee Simple Interest in 1,539 square feet of surplus Limited Access Right of Way land identified as “Parcel B” that abuts improved property at 201 Allard Drive, in Manchester, NH.

Dear Mr. Miles:

I have prepared an appraisal report on the surplus section of Limited Access Right of Way (LAROW) land on the west side of the Exit 5 southbound off-ramp of Route 293 in Manchester, NH. This memo constitutes a Summary Appraisal Report on the above referenced subject property. The intended recipients and those requesting this report are officials, employees, and agents of the Department of Transportation, Bureau of Right of Way. The purpose of this appraisal is to estimate the contributory value of the fee simple interest of the vacant surplus LAROW land on the west side of the off-ramp in Manchester. The vacant tract of land is identified as follows:

Parcel “B”

Approximately 1,539 square feet of vacant land west of the Route 293 Exit 5 southbound off-ramp; abutting 201 Allard Drive.

Two methods of appraising the contributory value of the fee simple market value of the LAROW area will be considered for this appraisal assignment. These two methods will be discussed in detail in the following report. The estimated fee simple contributory value of the surplus LAROW land was estimated by researching and applying sales information from lot line adjustment transactions in the subject market area and applying the unit value (price per square foot) to the surplus land area to arrive at a reasonable contributory value estimate. This appraisal assumes that the abutting parcel is a vacant commercial lot with legal access.

The contributory value estimate of the surplus LAROW land, Parcel “B”, as of **November 27, 2012** is: **\$3,000.**

Respectfully submitted,

NHCG #654, Staff Appraiser

Owner(s) of Record

Surplus LAROW Land: State of New Hampshire, Department of Transportation

Abutter: 201 Allard Drive, Manchester, NH*

Tax Map TPK 4, Lot 4A

Deed Reference: Book 5760 Page 173; Dated 12/29/1995 Hillsborough County Registry

Owner: Allard Family L.C.

162 Reed Street

Manchester, NH 03102

** The abutting parcel; Tax Map TPK 4, Lot 4A is under common ownership with the abutting parcel to the north identified as tax Map TPK 4, Lot 11. The two parcels do not share the same highest and best use and are not considered as a larger parcel.*

Delineation of Title

The section of Limited Access Right of Way (LAROW) that is the subject of this appraisal was acquired as part of the Route I-293 highway project number 10622A, circa 2003.

Intended Use/User

The intended use of this report is to assist the client, the New Hampshire Department of Transportation in providing a reasonable contributory value estimate reflecting the fee simple interest in the subject parcel as of the effective date of value, in the event an interested buyer may want to purchase the land. The intended recipients and those requesting this report are officials, employees and agents of the Department of Transportation, Bureau of Right of Way.

Appraisal Purpose

The purpose of this appraisal is to estimate the contributory value of the fee simple interest of the surplus section of LAROW identified as "Parcel B" on the *Parcel Consolidation Plan, Allard Family L.C., Map TPK 4, Lot 4A & 11, Allard Drive, Manchester, NH*, dated 10-16-2012. The subject is a somewhat triangular piece of vacant land approximately 1,539 square feet in area. The subject, being within the LAROW does not have legal access and is therefore not a legal lot of record. The owner's of the abutting parcel to the north and east, tax Map TPK 4, Lot 4A, have approached the Department of Transportation and expressed an interest in the potential purchase of the subject parcel.

Definition of Contributory Value

"The concept of contribution states that the value of a particular component is measured in terms of its contribution to the value of the whole property, or as the amount that its absence would detract from the value of the whole."¹

Inspection Date: November 27, 2012

Effective Date of the Appraisal: November 27, 2012

¹ Dictionary of Real Estate Appraisal, 4th ed. (Chicago: Appraisal Institute, 2003)

Scope of Work

The scope of work for this appraisal includes the process of collecting, verifying, and reporting data. The collection process includes researching information on the subject parcel and abutting properties, such as deeds, assessment records, and current zoning. This data is also collected and verified as it pertains to the comparable properties used in the analysis.

My research and investigations included an on-site inspection and photographs of the subject LAROW surplus land that is the subject of this appraisal in addition to the abutting parcels. I have examined property records regarding assessment data and town zoning regulations. I have also reviewed the available plans detailing the subject area, a copy of which is included in this report.

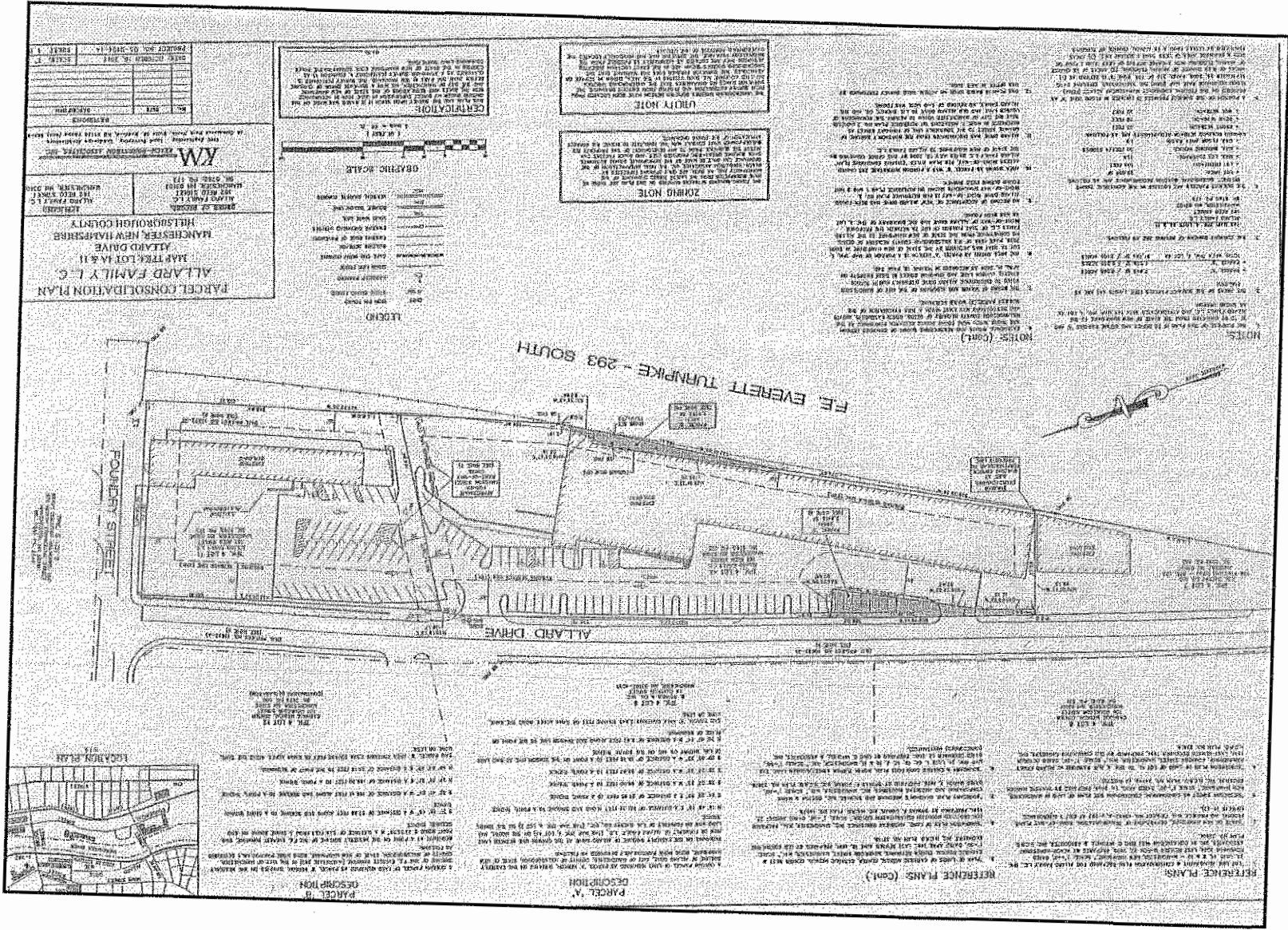
As part of the scope of work, a conclusion of the subject's highest and best use based on the legal, physical, and the most economically feasible use that would provide the maximum return of investment to an owner.

With regards to the *Highest and Best Use* for the subject area, I concluded that the surplus parcel is best marketed to an abutting property owner as supplemental land for increased utility to that parcel. This summary appraisal report is prepared based on the concluded highest and best use.

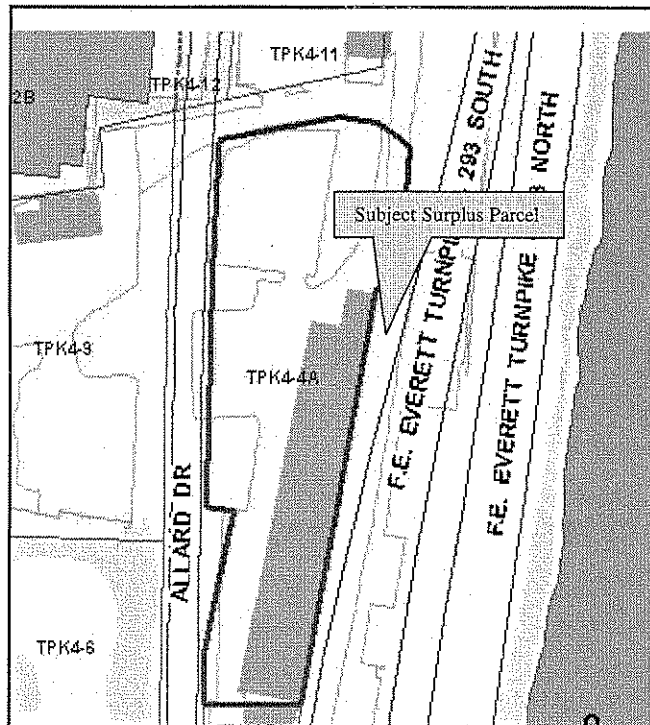
Property data was collected and compiled from several sources, including the City of Manchester, Hillsborough and Rockingham County Registry of Deeds, Multiple Listing Services, CIBOR, Real Data, and local real estate professionals.

The following summary report was prepared after inspection of the subject, the abutting parcels, after consideration of the various sources of market data and the valuation methods. The Sales Comparison Approach was determined to be the most applicable approach to estimate the contributory value of the subject areas. This Summary Report was prepared in compliance with USPAP #2-2(b) governing summary reports.

Parcel Consolidation Plan



Manchester Tax Map



Assessment Information

The surplus land that is the subject of this appraisal is a section of the existing LAROW along the southbound Exit 5 off-ramp of Route 293. As such, the parcel is not identified in the City of Manchester with a map and lot number. As a result, there is no assessed value associated with the subject surplus parcel.

The subject surplus parcel is abutted by industrial zoned land with improvements identified as being lot 4A on tax map TPK4, 201 Allard Drive in Manchester. The abutting parcel is assessed as follows:

201 Allard Drive	
Tax Map TPK4 Lot 4A	
1.96 acres	
Land:	\$126,000
Building:	\$462,200
Out Bldgs:	\$71,200
Features:	<u>\$73,400</u>
Total:	\$732,800

Inspection Date of the Property

I inspected the subject area and exterior of the abutting property on November 27, 2012.

City of Manchester

The City of Manchester is located in the northeastern edge of Hillsborough County in southern New Hampshire. Manchester is bordered by the town of Londonderry to the south and the town of Auburn to the east. To the west Manchester is bordered by the towns of Goffstown and Bedford and to the north by the town of Hooksett. Manchester encompasses approximately 33.1 square miles of land area including approximately 1.9 square miles of inland water area. Manchester is located approximately 18 miles southwest of Concord. Boston, Massachusetts is approximately 53 miles south of Manchester.

There are several State routes that provide direct access to the City of Manchester. State Routes 3A, 28 and 28A provide access to and from Manchester in a north-south direction. Routes 101 and 114 provide access in an east-west direction towards Goffstown to the west and Auburn to the east. The nearest freeway is Interstate 93 at exits 6 through 8, and Interstate 293 at exits 1 through 7, which provide direct local access to the main business section of town. The nearest airport is the Manchester-Boston Regional Airport in Manchester.

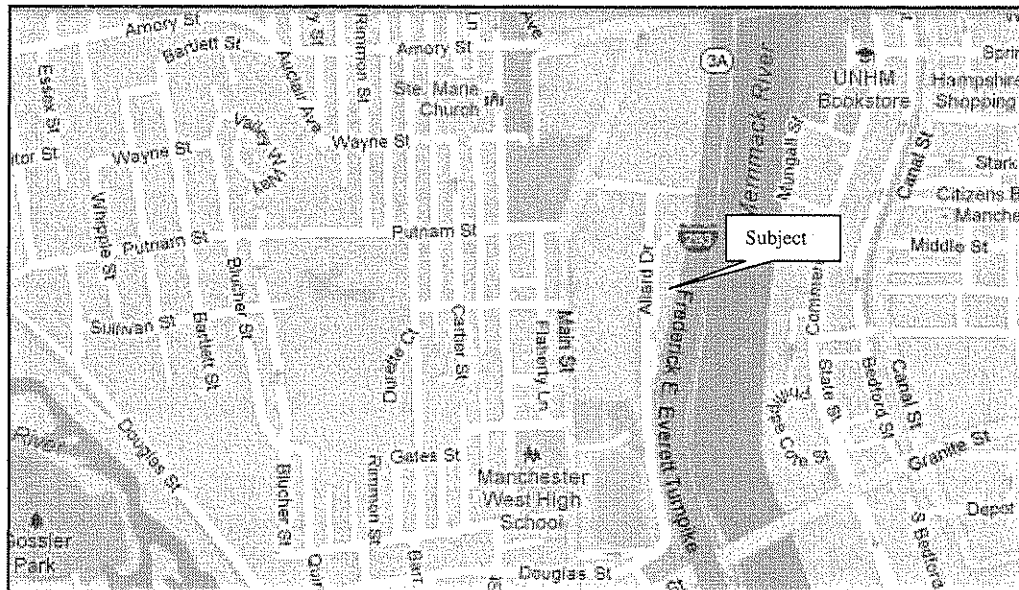
Manchester has a variety of land uses that include commercial, professional offices, industrial and residential. Most of the commercial and industrial land uses are located along the Route I-93 and Route I-293 corridors. This concentration of commercial uses in these locations takes advantage of Interstate 93. Approximately 62.7% of the land uses in Manchester are residential, while approximately 35.2% of the land is available for commercial or industrial uses. The final 2.1% of the land available in Manchester is allotted to public utilities and current use designated land.

Most residents travel out of town to neighboring towns and Massachusetts to their place of employment. Approximately 55% of Manchester residents travel out of town to their place of employment, while the remaining 45% work locally.

The local economy in Manchester is based mostly on retail, professional and service related opportunities. There are also growing manufacturing and technical based opportunities located in Manchester. The largest employers in the city include Elliott Hospital, Catholic Medical Center, Public Service Company of NH, Fairpoint Communications and TD Bank. Unemployment in Manchester in October of 2012 was reportedly 5.7% as compared to 5.7% for the State. In October of 2011 the city unemployment rate was reported to be 5.5%, while the State rate was reported to be 5.4%. The average weekly wages for residents of Manchester was reported to be \$983 in the 1st quarter of 2012, compared to \$951 for the 1st quarter of 2011.

Population trends for the city of Manchester support the stability of land and property values in the local market. Manchester has consistently experienced growth in population over the past 5 decades. In 1960 the city's population was 88,282 residents. In 1980 the population was 90,936 residents and in 1990 the population was 99,426 residents. The population continued to grow to 107,219 residents in 2000 and 109,565 residents as of 2010, making Manchester the largest municipality in New Hampshire.

Subject Neighborhood Map



Subject Neighborhood

The subject surplus parcel is located along the westerly side of the Exit 5 off-ramp of Interstate 293 southbound. It is part of the Limited Access Right of Way (LAROW) associated with Interstate 93. The subject parcel abuts an industrial zoned property improved with a moving company and supporting warehouse buildings located at 201 Allard Drive.

The subject market is best described as being located on the west side of I-293 between the Granite Street Bridge to the south and the Amoskeage Bridge to the North, in the City of Manchester. Uses in the subject market include some residential mixed with a much more dense concentration of commercial and industrial. The predominant use in the immediate neighborhood is the ever-expanding Catholic Medical Center. The CMC has recently completed an expansion that included a multistory parking garage with interior medical offices. This new structure was connected to the main hospital building with a newly constructed overhead pedestrian bridge. Neighboring uses to the hospital include several mill buildings that have been converted to commercial, hi-tech and industrial uses, a trend that is expected to continue. Other large users that influence the immediate neighborhood would include the City of Manchester, in particular, the Manchester West High School. The high school is located in close proximity to the subject, having parking lots and athletic uses near the subject property. The Granite Street Bridge has recently been re-configured to permit improved traffic flow through the subject neighborhood and into the center of the City. This improved-traffic flow will compliment the continued growth of the subject neighborhood.

According to the January 2012 Commercial Real Estate Market Survey published by CB Richard Ellis, and information obtained from the Manchester Economic Development Office, the Manchester commercial office and industrial market remains one of the strongest markets in the I-93/Route 3 corridor. At year-end 2011, the commercial office market in Manchester had a reported

18% vacancy rate in March, while at year-end in 2012 the reported vacancy rate for commercial office space was 16.9%, with average asking rents in the area of \$11.60 per square foot. Key transactions in Manchester contributing to the decrease in the vacancy rate were the lease of 99,250 square feet of space at 250 Commercial Street by Riverstone Resources and the lease of approximately 17,250 square feet of space at 186 Granite Street by Cityside Management.

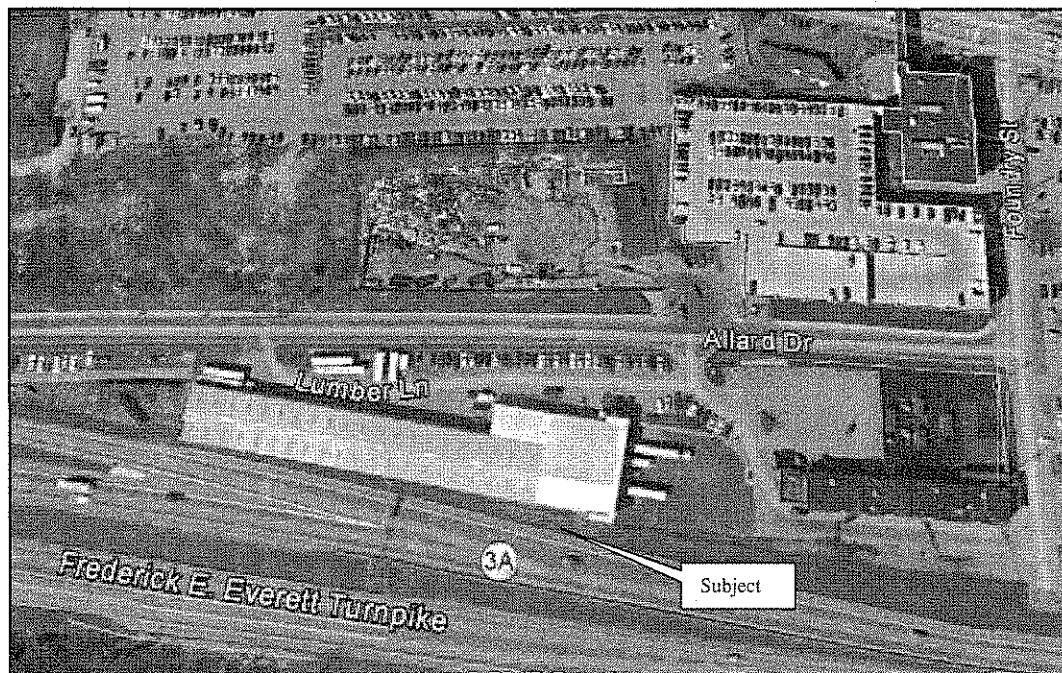
Meanwhile, the industrial vacancy rate was also reported to have decreased over the past year from 9.9% to 7.7%; due primarily to the removal of two large industrial facilities that are slated for redevelopment. These facilities were the 104,000 square foot Rockwell plant on Elm Street and the 270,000 square foot Associated Grocers facility on Gold Street.

Overall, the Manchester office and industrial markets continue to be one of the strongest markets along the I-93/Route 3 corridor, with present indicators remaining stable. The driving economic forces in the subject immediate market are directly related to the commercial influences associated with the Catholic Medical Center and the mill buildings known as Mill West.

This neighborhood is zoned General Industrial/Industrial Park. The subject neighborhood is predominantly improved with commercial and industrial uses. The neighborhood is almost totally built-out with some type of improvement, whether it be a multi-story building, or single story, one tenant use.

The abutting property is improved with a long established moving company known as *Ray the Mover*. This property is identified as being lot 4A on tax map TPK4 in the Manchester assessor's records. The address of the abutting property is 201 Allard Drive. Improvements on the abutting site include a large metal clad warehouse/storage facility and finished office space that supports the moving business. The site is approximately 1.96 acres in area and the building improvements are approximately 35,462 square feet in area. The present owners of this property also own the abutting property to the north, known as lot 11 on tax map TPK4. Although under common ownership, the uses are not similar and as a result, a larger parcel issue does not exist.

Aerial View of the Subject Property



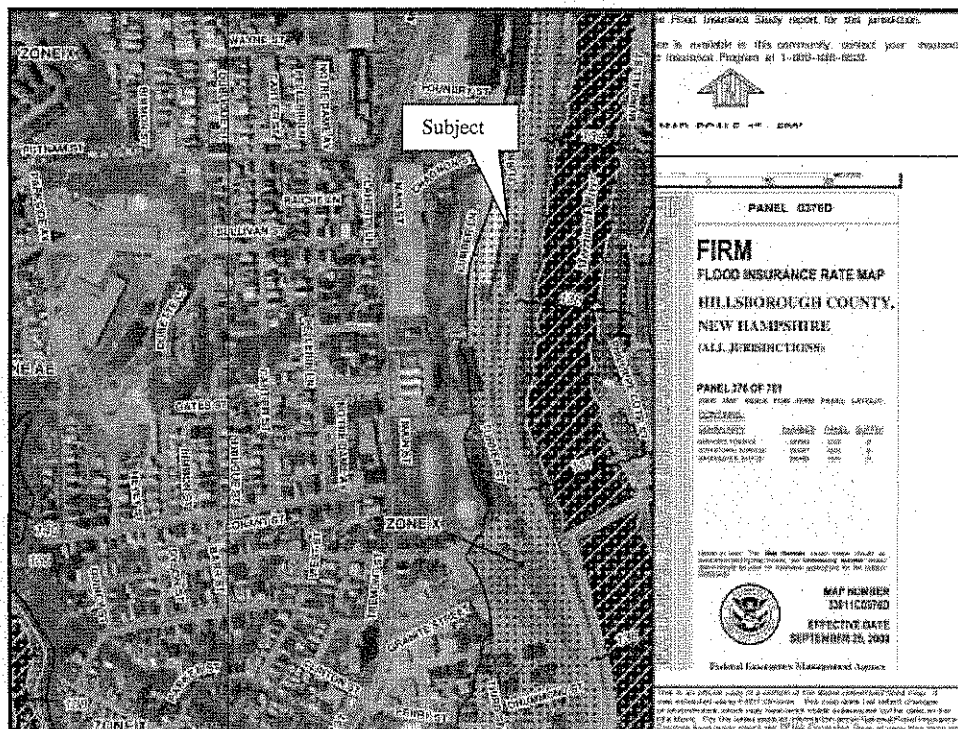
Property Identification

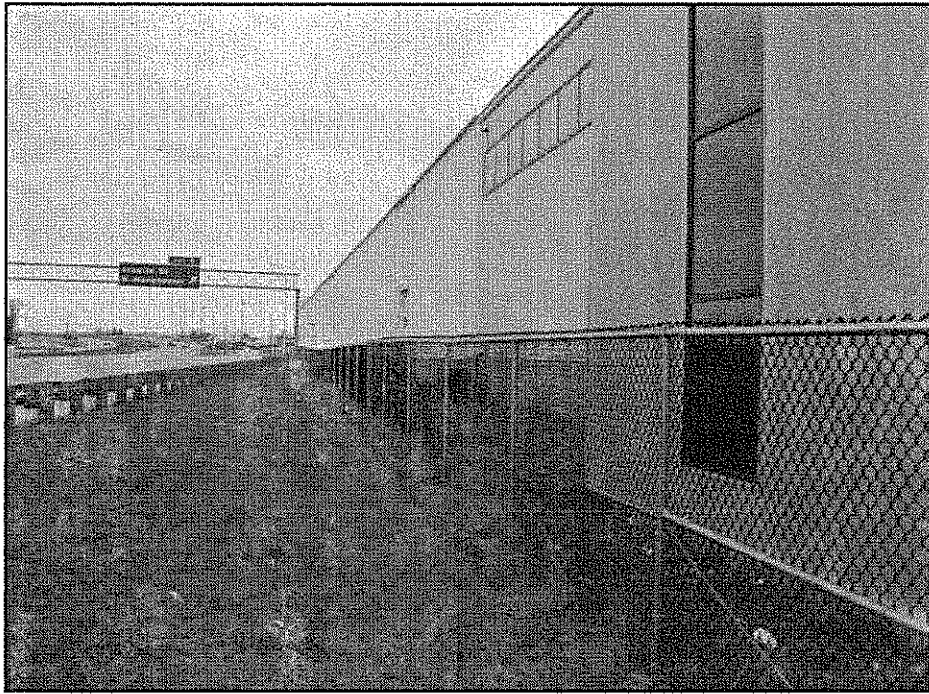
As previously mentioned, the subject is a vacant section of surplus land located on the western side of the southbound off-ramp at Exit 5 of Interstate 293. It is a portion of land that is located within the LAROW of Interstate 293, with potential assemblage to the abutting property to the west. The land that is the subject of this appraisal is a triangular shaped piece of land measuring approximately 1,539 square feet in area. This surplus parcel will potentially be assembled with the abutting parcel to the west, identified as Lot 4A on tax map TPK4 in Manchester.

The abutting property has an address of 201 Allard Drive in Manchester. It is a 1.96-acre site improved with a moving and storage business known as *Ray the Mover*. As previously mentioned, lot 11 which abuts this site is under the same ownership. However, due to a difference in highest and best use, this site is not considered as part of a larger parcel.

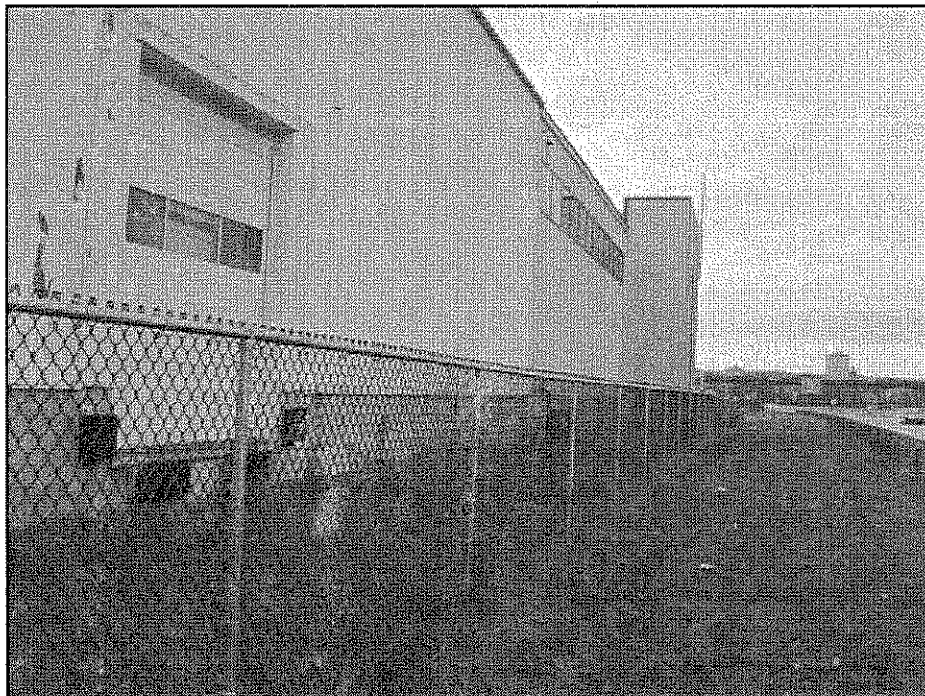
Improvements on the abutting parcel include a storage warehouse with finished office space, paved parking and smaller outbuildings. The main building is a steel framed pre-finished metal building reportedly built in 1966. It is approximately 35,462 square feet in size and is considered to be in good overall condition. A mezzanine in the front of the building offers approximately 2,576 square feet of finished office space. There are approximately 60 parking spaces available and a total of approximately 44,000 square feet of pavement. In addition, there are approximately 11 outdoor pole lights throughout the paved parking areas.

According to FEMA map number 33011C0376D dated September 25, 2009, the subject land is located within flood hazard zone "X" as depicted in the map below.

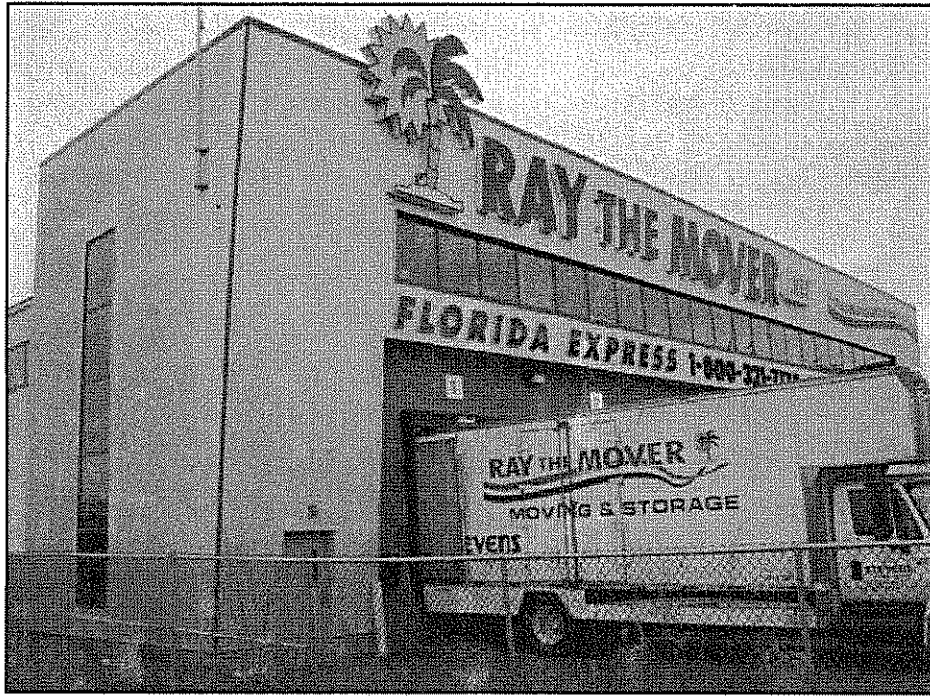




Surplus Area Looking Southerly Along Abutting Building



Northerly View of Surplus Land and Abutting Building



North (Front) Side of Abutting Building



West Side of Abutting Building
Photographs Taken on 11/27/12 by Steve Bernard

Zoning

The City of Manchester presently is divided into 16 different base zoning districts and 10 overlay districts. The subject is located in the General Industrial/Industrial Park (IND) zoning district. This zone was created in order to provide a sound economic base for the community in appropriate areas of the City to promote the production of goods, materials, and knowledge. Manufacturing, warehousing, research and development, distribution and selected offices are encouraged in this district. Other uses permitted include, but are not limited to, printing and publishing, radio/TV stations, restaurants and establishments up to 5,000 sf, medical and dental labs, hotels and motels including extended stay facilities, conference centers, health and fitness centers, self storage facilities, industrial launderers, commercial parking lots/garages, and municipal facilities. The subject zoning district is a relatively liberal district with a very wide variety of uses permitted by accessory use, conditional use, and special exceptions.

The dimensional requirements for conforming lots in the IND zoning district are as follows:

Lot Area: Lot area required is 25,000 square feet

Road Frontage: The minimum required frontage is 100 feet

Set-backs: Front – 35 feet

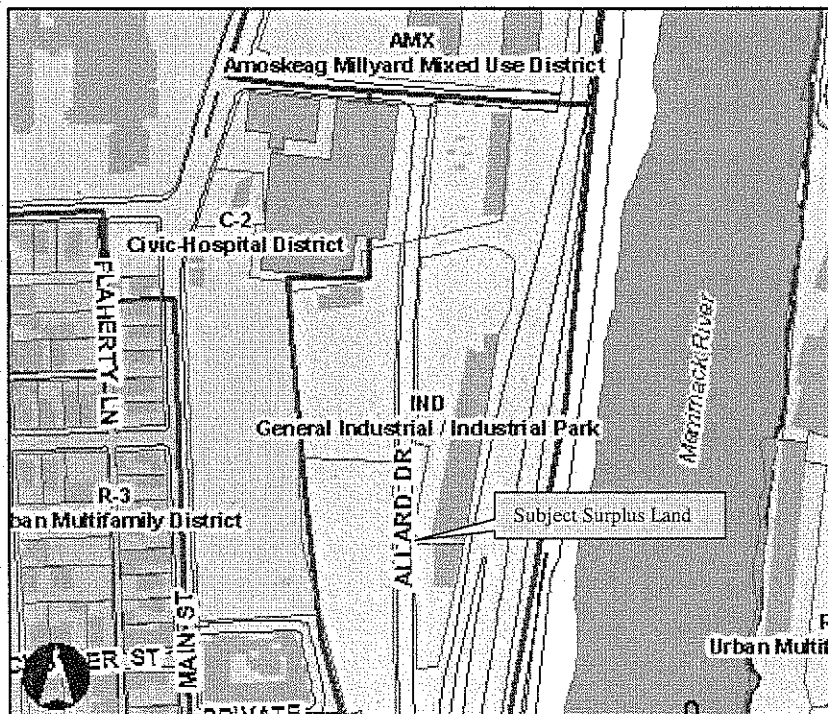
Rear - 20 feet

Sides - 20 feet

Maximum Lot Coverage: 75%

Maximum Height: 50 feet or 4 stories

Zoning Map Location



Highest and Best Use

Market and contributory values of real estate are determined by the principle of “highest and best use.” This valuation foundation is defined as “that reasonable and probable use which will support the highest present value, as defined as of the effective date of the appraisal. “ For a use to be considered the highest and best use, it must be legally permissible, physically possible, economically feasible, and maximally productive. These criteria will be part of the highest and best use analysis as outlined below:

Land as Though Vacant

- 1) *Legally Permissible*: What uses are permitted by zoning and deed restrictions on the subject site in question? The subject surplus land is a portion of the existing Limited Access Right of Way abutting the Exit 5 off-ramp of Interstate 293 in Manchester and is not a legal lot of record. The city does not have any legal restrictions that would prohibit transfer of this property, although a transfer of this type of property is not typical in any market.
- 2) *Physically Possible*: To what use is the site able to be physically used? As previously described, the subject area is a section of LAROW being 1,539 square feet in size sandwiched between the abutting industrial zoned property to the west and the LAROW of Interstate 293. As such, this surplus area does not have the potential for independent development due primarily to the lack of legal access and site size.
- 3) *Economically Feasible*: Which possible and permitted uses would be most financially worthwhile to pursue? Based on the limitations previously described, the most economically feasible use for the subject area would be as supplemental land to an abutter. As supplemental land to an abutter, the assembled land would potentially offer some additional land area to meet future design plans or possibly increase the utility of the site. The abutting property currently has what would be considered reasonable visibility, so any additional visibility would not be of substantial benefit.
- 4) *Maximally Productive*: Among the permitted uses, which will produce the highest net return and higher present value? Considering the application of the previous qualifying factors for the subject highest and best use, it would be reasonable to conclude that the highest and best use of the subject area would be as supplemental land to an abutter.

Appraisal Procedures Used

The three traditional approaches to value are the Income Approach, Sales Comparison Approach, and Cost Approach. Typically, vacant land that is to be assembled to an abutting property is appraised using the sales comparison approach. The contributory value would be estimated by first appraising the surplus property with the abutting land, as assembled. The appraisal would then estimate the market value of the abutting parcel without the assembled surplus parcel. The difference between the two indicated site values would result in the estimated contributory value of the surplus parcel. *This method is appropriate in cases where the contributory value can be measured in the subject market.* In other words, there would be a measurable difference with the surplus parcel assembled to the abutter.

Since this assignment involves the potential assemblage of existing LAROW to a single abutter, the typical approach discussed above would not be an appropriate method of valuation. One reason would be due to the fact that the *market* for the surplus land would indicate that there were at least two potential buyers, which there isn't.

Lastly, after reviewing the subject market data regarding vacant commercial land sales, there is no market support that indicates there is a measurable difference in lot sizes considering the assemblage of the subject 1,539 square feet of land to the one abutting parcel consisting of 1.96 acres. In other words, the subject area, assembled with the abutting parcel does not have a measurable impact on the assembled site value. In the subject market, there is no measurable price difference between a 1.96 -acre lot (before assemblage) and a 2.00-acre lot (after assemblage). Other factors in the market tend to have a greater influence on commercial/industrial land in the subject market than a variance of around 2% of land area between "as-is" parcels and as assembled.

As a result, the subject 1,539 square feet of LAROW that is the subject of this report will be valued using recorded sales of industrial and commercial lot line adjustment sales. Lot and boundary line adjustment transactions are reliable contributory value indicators for this appraisal problem since the potential sale of the subject area is similar to a lot line adjustment. Lot line adjustment sales are typically negotiated between the two parties and tend to reflect the intended use, or need for the additional land.

The following lot line adjustment sales in the subject market have been selected as the most representative sales available for this assignment:

Comparable Lot Line Adjustment Transactions

	Location	Land Area (SF)	Sale Date	Book/Page	Sale Price	Price/SF	Comments
1	325 Lafayette Rd., Hampton	7,237	12/20/2010	5181/1112	\$25,000	\$3.45	dis. highway merged w/abutter
2	47 Winnacunnet Rd, Hampton	4,437	12/20/2010	5181/1115	\$25,000	\$5.63	dis. highway merged w/abutter
3	Commercial St., Manchester	1,326	1/28/2010	8174/2164	\$3,300	\$2.49	Ind. land for parking
4	Valley St., Manchester	4,004	9/9/2011	8348/961	\$20,020	\$5.00	mixed use redevelopment dist.
5	80 Commercial St., Manchester	5,840	9/30/2009	8174/2162	\$21,000	\$3.60	Ind. land for private parking lot
6	Doiron Rd. Windham	2,000	8/28/2008	4945/2941	\$7,200	\$3.60	support new septic
7	Route 3, Merrimack	4,116	2/25/2011	8299/858	\$5,000	\$1.21	Ind. backland, wet, power lines

Low: \$1.21

Mean: \$3.57

High: \$5.00

Sales 1 and 2 in Hampton were sold by the town after obtaining a town vote for approval. The parcels are a part of a discontinued section of right-of-way that was sold to an abutter that owned property along Route 1 and along Winnacunnet Road.

Sales 3 and 5 were in Manchester and were part of a series of sales between the city and abutting property owners. Sale 3 was completed by the grantee, which desired to have the adjoining land for use as a private parking area. The area had already been paved, so the indicated price per acre should be considered with pavement in place for the parking area. A reasonable allowance for the paving at the time of the sale would be around \$1.00 per square foot, which would reduce the indicated sale price per square foot to \$2.60 for sales 3 and 5.

The 4th sale was mixed use industrial land purchased by the abutter from the Boston & Maine Railroad. The sale was of 4,004 square feet of land at the corner of Valley and Wilson Streets. The purpose of the acquisition was to provide additional frontage to Wilson Street.

Sale 6 is located in Windham and is located in a rural zoning district. It was owned by the State and negotiated a final sales price based on surrounding land values. The abutter wanted the additional land area to relocate a new septic system and provide additional utility to the entire parcel.

Sale 7 was located on Route 3 in Merrimack. It is Industrial zoned land that is considered backland. In addition, the site is in an area with noted wetlands and utility easements for existing power lines. The land was of little value to the grantor and had more value to the grantee, the power company that owns the easement and the power lines in that location.

The preceding sales information indicates a wide range of unit prices based on a price per square foot of land area conveyed. The intended use, or need for the acquired lot line adjustments seems to some influence on the final price paid. The lot line adjustments that offered limited utility appear to be in the lower range of the indicated pricing. Additionally, the transactions involving larger land parcels for the most part indicated lower unit prices. This would be expected considering that economies of scale would have some impact on the negotiated prices between abutters. Based on this data and considering the size of the subject area, it would be reasonable to conclude a unit value for the subject parcel of \$2.00/square foot.

Subject Surplus Area "B"

The Subject is approximately 1,539 square feet in size. Considering the comparable sales presented above, the estimated contributory value estimate is summarized as follows:

$$1,539 \text{ square feet} \times \$2.00/\text{sf} = \$3,078$$

Conclusion

Based on the preceding analysis of the best available comparable lot line transactions and other sales indicators of supplemental land value of the described area of the subject LAROW, the estimated contributory land value in fee simple interest as of November 27, 2012, for Parcel "B" is:

Contributory Value \$3,000, rounded

Appraiser Qualifications

Relevant Experience

Nov. 2011 - Present : Appraiser Supervisor, NHDOT Bureau of Right of Way
April 2008 – Nov. 2011: Appraiser IV, NHDOT Bureau of Right of Way
May 2005 – April 2008: Appraiser III, NH DOT Bureau of Right of Way
Oct. 2002 – May 2005: Appraiser II, NH DOT Bureau of Right of Way
May 2002 – Oct. 2002: Appraiser I, NH DOT Bureau of Right of Way
Former Licensed Real Estate Agent: State of NH

Relevant Education

AS: Paralegal Studies	Penn Foster College
International Right of Way Association	Course 401, The Appraisal of Partial Acquisitions Easement Valuation - 40 hrs
The Appraisal Institute:	Partial Interest Valuation – 7 hrs Subdivision Analysis – 8 hrs Course 710, Condemnation Appraising, Basic Principles and Applications – 15 hrs Uniform Appraisal Standards for Federal Land Acquisitions – 16 hrs
The Beckman Company	The Technical Inspection of Real Estate – 24 hrs
JMB Real Estate Academy	Basics of Real Estate Appraisal – 24 hrs Appraising 1-4 Family Properties – 24 hrs Appraising Income Properties – 32 hrs Advanced Income Property Appraising – 40 hrs Uniform Standards of Prof. Appraisal Practice - 16 hrs Residential Analysis and Highest and Best Use –16 hrs Residential Site Valuation and Cost Approach – 16 hrs Advanced Residential Applications & Case Studies- 15 hrs Investment Analysis for Real Estate Appraisers-7.5 hrs Techniques of the Income Approach-7.5 hrs
National Highway Institute	Appraisal for Federal Highway Programs – 12 hrs Appraisal Review for Federal Highway Programs –6 hrs
LeMay School of Real Estate	National USPAP Update – 2008 Beyond Paired Sales – 7 hrs National USPAP Update - 2010

Certifications/Designations

NH Real Estate Appraiser Board	Certified General Appraiser #654
Expert Witness	NH Board of Tax and Land Appeals

General Assumptions And Limiting Conditions:

General Assumptions

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

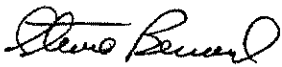
Limiting Conditions

- ♦ I have relied upon the legal interpretations of others and have assumed their decisions are correct and valid. I have also relied upon the abstracts of title and other legal information available and take no responsibility for their correctness.
- ♦ Sketches in this report are included to assist the reader in visualizing the property. I have not performed a survey of the property or any of the sales, and do not assume responsibility in these matters.
- ♦ There are no hidden or unapparent conditions on the property, in the subsoil (including hazardous waste or ground water contamination), or within any of the structures that would render the property more or less valuable. I assume no responsibility for any of these conditions or the engineering that may be required to discover or correct them. If any contamination is found on the subject, this report becomes null and void.
- ♦ Possession of this report (or a copy) does not carry with it the right of publication. It may not be used for any purpose other than by the party to whom it is addressed without the written consent of the State of New Hampshire and/or Department of Transportation 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.

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 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 Uniform Standards of Professional Appraisal Practice.
- I have made a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to me.
- I have not performed any valuation services for the subject property in the past three years.



NHCG #654

December 27, 2012

Date

Abutter Tax Cards

Powered by Vision Government



MBLU : TPK4/ / 0004/A /
 Location: 201 ALLARD DR
 Owner Name: ALLARD FAMILY L.C.
 Account Number:

Parcel Value

Assessed Value
 732,800

Owner of Record

ALLARD FAMILY L.C.
 % CONSTANCE ELLIOTT

Ownership History

Owner Name	Book/Page	Sale Date	Sale Price
ALLARD FAMILY L.C.	5760/ 173	12/29/1995	4,000
RAYMOND M ALLARD FAMILY PARTNE		8/8/1983	0
RAYMOND M ALLARD FAMILY PARTNE			0

Land Use

Land Use Code	Land Use Description
3160	COMM WHSE

Land Information

Size
 1.96 AC

Construction Detail

Building # 1	Stories: 1	Occupancy 1
STYLE Warehouse	Roof Structure Steel Frm/Trus	Roof Cover Metal/Tin
Exterior Wall 1 Pre-finish Metl	Interior Floor 1 Concr-Finished	Heating Fuel None/Ci/Wd
Interior Wall 1 Minim/Masonry	AC Type None	Total Bedrms 00
Heating Type None	1st Floor Use: 3160	Heat/AC NONE
Total Baths 0	Baths/Plumbing AVERAGE	Ceiling/Wall NONE
Frame Type STEEL	Wall Height 24	
Rooms/Prtns AVERAGE		

Building Information

Living Area: 35,462 square feet	Year Built: 1966	Building Value: 462,200
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Print Summary

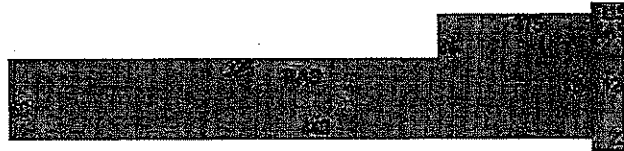
Extra Features

Code	Description	Units
SPR1	SPRINKLERS-WET	35462 S.F.
A/C	AIR CONDITION	2576 S.F.
MEZ1	MEZZANINE-UNF	2090 S.F.
MEZ2	FINISHED	192 S.F.

Outbuildings

Code	Description	Units
PAV1	PAVING-ASPHALT	44000 S.F.
PK1	PARKING SPACE	60 UNITS
LT9	HGH PRE-SOD PL	8 UNITS
LT10	W/DOUBLE LIGHT	3 UNITS

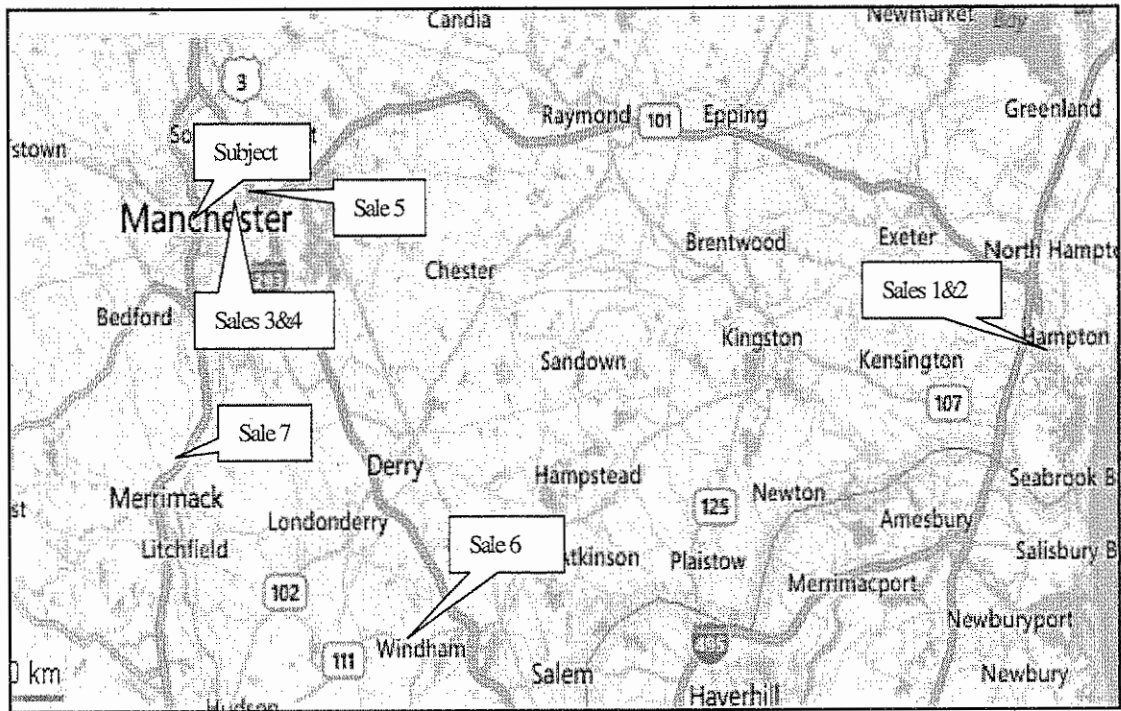
Building Sketch



Subarea Summary

Code	Description	Gross Area	Living Area
BAS	First Floor	32886	32886
FUS	Upper Story, Finished	2576	2576

Comparable Sales Locations



LRCP 13-009

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

FROM: Charles R. Schmidt, PE
Administrator

DATE: February 11, 2013

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

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

TO: 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 2 +/- Acre parcel of State owned land in the Town of Piermont by amending Item LRCP 11-028 (which was previously approved by the Long Range Capital Planning and Utilization Committee on August 23, 2011) to decrease the minimum bid requirement from \$25,100.00 to \$7,600.00, which includes an \$1,100.00 Administrative Fee.

EXPLANATION

The Department of Transportation would like to sell a parcel of State owned land containing approximately two (2) acres located along the northerly side of NH Route 10 in the Town of Piermont.

This parcel, consisting of approximately 2 acres, is the remainder of a larger parcel acquired in 1999 in conjunction with the construction of NH Route 10 through this area.

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

As a condition of this sale the buyer will be required to maintain a seventy-five (75') foot existing wooded tree buffer from Bean Brook.

This Committee at their August 23, 2011 meeting (LRCP 11-028) approved the sale of this property. The sale was to be through a sealed bid process to the general public with a minimum bid requirement of \$25,100.00, which included a \$1,100.00 Administrative Fee.

The Department notified the abutters of this property of the sale of this parcel by a sealed bid process. Also the Department advertised the sale of this property in local and statewide newspapers by a sealed bid process with a minimum bid of \$25,100.00. One (1) bid was received for \$5,000.00 which was below the minimum bid value and was not accepted.

The Department had a staff appraiser update the previous appraisal done in 2011. The appraisal found some recent sales of several lots in Piermont. After analyzing this data, he determined a lot value estimate of the subject parcel as of November 29, 2012 of \$6,500.00.

The Department proposes to offer the sale of an approximate 2 acre parcel of State owned land by a sealed bid process to the general public for the minimum bid requirement of \$7,600.00, which includes an Administrative Fee of \$1,100.00.

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

CRS/PJM/dd
Attachments



DEPT. OF TRANSPORTATION
RIGHT-OF-WAY

AUG 25 2011

RECEIVED

LRCP 11-028

State of New Hampshire

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

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

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

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

August 23, 2011

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

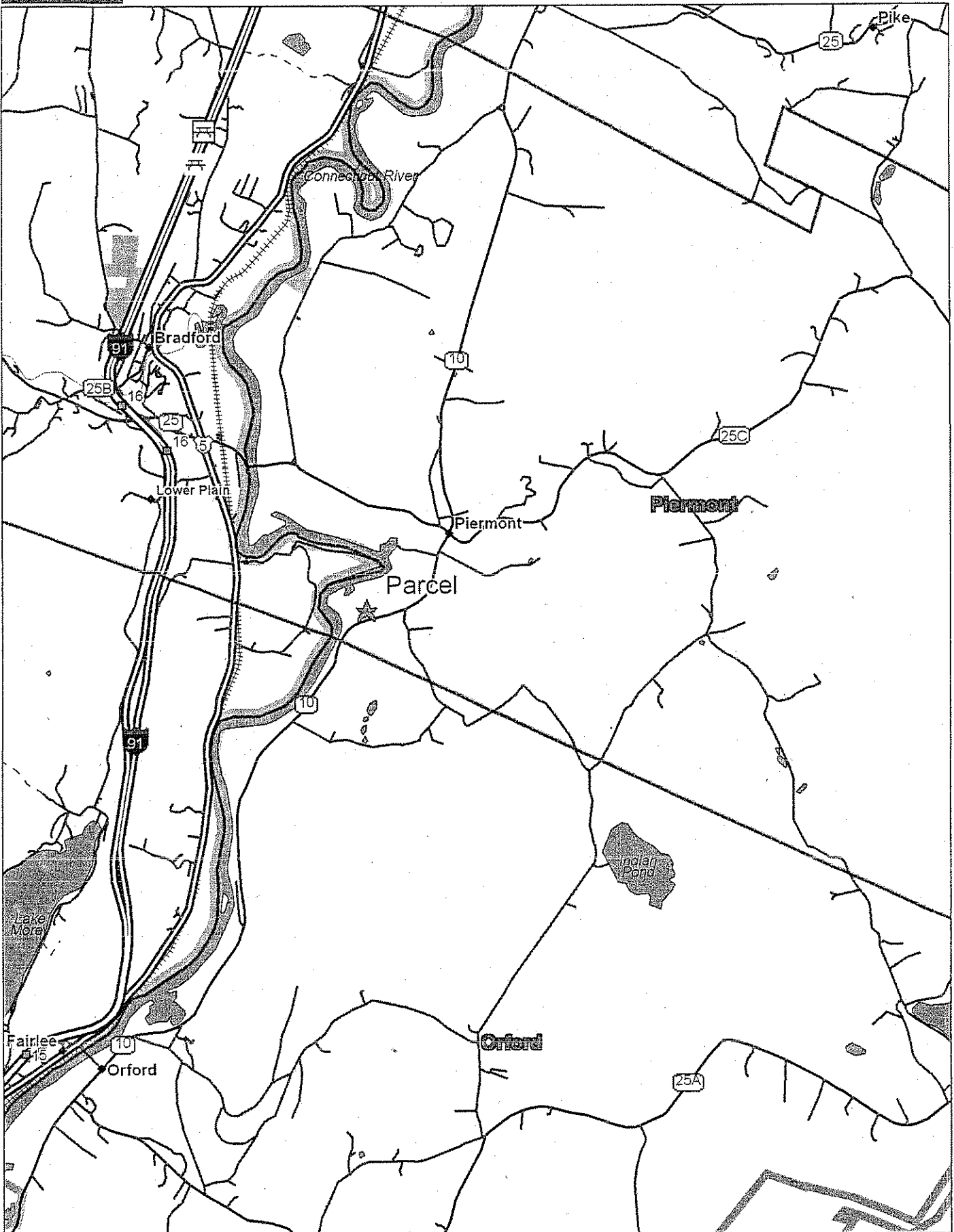
Dear Mr. Schmidt,

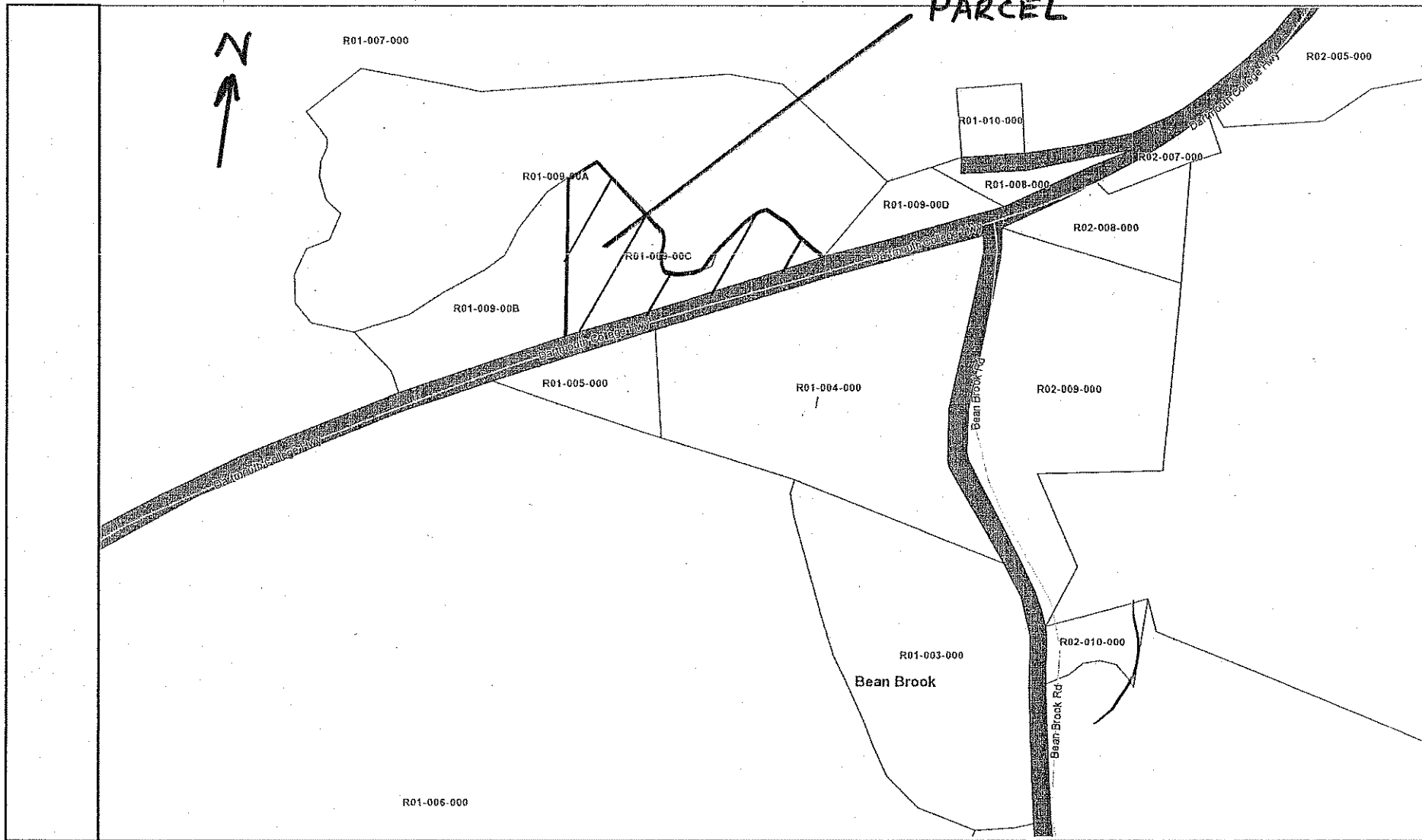
The Long Range Capital Planning and Utilization Committee, pursuant to the provisions of RSA 4:39-c, on August 23, 2011, approved the request from the Department of Transportation, Bureau of Right-of-Way, to sell a parcel of State owned land containing approximately two (2) acres located along the northerly side of NH Route 10 in the Town of Piermont by a sealed bid process with a minimum bid requirement of \$25,100, which includes an \$1,100 Administrative Fee, as specified in the Department's request dated July 29, 2011.

Sincerely,

Michael Kane
Deputy Legislative Budget Assistant

MWK/pe
Attachment





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.

104.825 0 104.825 209.65

- STATE OF NEW HAMPSHIRE -
- INTER-DEPARTMENT MEMO -

DATE: November 29, 2012

TO: Phillip J. Miles, Chief of Property Management
Bureau of Right-of-Way

THROUGH: Chuck R. Schmidt, P.E.,
Bureau Administrator

FROM: Barry W. Moore, MAI, NHCG #96
Chief Right-of-Way Appraiser, Bureau of Right-of-Way

RE: *Appraisal Update on Previous Appraisal of 2.0 acres of Vacant Surplus Land
West Side of Route 10, Piermont, NH*

Thomas M. Samms, a staff appraiser with the Bureau of ROW at the time, prepared a surplus parcel appraisal on the above referenced 2.0 acre parcel of land with an effective date of value being March 24, 2011. His market value estimate based on a home site highest and best use was \$24,000. Since that time, efforts by the Bureau of ROW to sell the parcel to the abutting owner have proved to be unsuccessful, primarily because of the problems the 2.0 acre parcel physically provide for building a residence and installing an on-site sewage disposal system. The rear of the site slopes 'sharply' downward to Bean Brook and any owner on this parcel alone might experience problems obtaining septic approval from the Department of Environmental Service (DES), a State agency.

Scope of Amendment:

My current update to Thom's appraisal involves reviewing his report, researching zoning and soil maps, establishing an effective date of value being November 29, 2012, and writing this update appraisal report as a Summary Report in compliance with USPAP #2-2(b).

No inspection of the surplus parcel was made as part of my scope of work.

More Recent Comparable Sales Data:

The subject parcel was scheduled to be auctioned in a sealed bid scheduled November 15, 2012 with a minimum bid of \$25,100. Based on my site research including plans and maps, the parcel appears to be very irregular in shape and photographs taken by Mr. Samms clearly show the downward slope leading into Bean Brook.

In 2009, only one sale of land occurred in Piermont involving a 115 acre parcel of timberlands for \$95,000, or \$826 per acre. On Piermont Heights Road, a 62.75 acre parcel sold for \$50,000, or \$797 per acre (sold 8/10). In 9/11, on Piermont Heights Road, a small 0.10 acre parcel sold for \$5,000, or \$50,000 per acre for two parking spaces. Piermont Heights Road also generated two other sales closed for prices in the mid-\$40's involving 3+ acres of land.

The oldest sale with a price anywhere the estimated market value of Mr. Samm's appraisal was a 1.07 acre parcel on Church Street that sold in 7/09 for \$30,000. In 3/12, Mazzilli & Son sold three lots totaling 12.20 acres for \$26,000, or \$2,131 per acre. These lots are located on Mazzilli Drive off River Road north of the subject and west of Route 10. This land is in Grandview Acres Subdivision. Three other lots In 5/12, one 1.76 acre residential lot sold from the Mazzilli & Son group to a private party for \$7,000, or \$3,977 per acre. Mazzilli & Son also sold a 5.10 acre lot for \$9,000, or \$1,765 per acre. This sale closed in 2/12 and the price included a septic design.

Mazzilli & Sons acquired 38.51 acres along Aaron Road in 12/11 for \$30,000, or \$779 per acre.

Update Lot Value Estimate:

These most recent sales, especially one for \$9,000 that included a septic design, tend to support a current market value for the subject's 2.0 acres of sloping land with uncertainty over obtaining approvals for an on-site sewage disposal system and residence at probably below \$9,000

The subject's highway frontage is not a positive market feature either although many of the more recent sales are very close to the Connecticut River. No real benefits to frontage along Bean Brook for the subject surplus parcel on it's is evident at this time.

Based on the foregoing, as a contributory value to the abutter, the site could increase the septic system potential for two abutting parcels and make the two lots as one more marketable. A lot value in the \$5,000 - \$7,500 bracket would appear to be very reasonable at this time for the subject land.

With the Scope of Work noted herein, a lot value estimate for this parcel identified as Lot 9-C on Tax Map R-1 in the Town of Piermont as of November 29, 2012 is:

Six Thousand Five Hundred Dollars.....\$6,500

I trust this report will serve your needs, but if any questions arise, please do not hesitate to contact me.

Respectfully submitted,



Barry W. Moore, MAI
Chief ROW Appraiser

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 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 Uniform Standards of Professional Appraisal Practice.
- I have not made personal inspections of the two parcels that are the subject of this memorandum.
- No one provided significant real property appraisal assistance to me.
- I have not appraised the subject property in the past three years and this current update memorandum is not intended to be a self-contained appraisal report since my updated market value estimate is based on a limited Scope of Work discussed with the client; i.e., the DOT. No inspection of the subject parcel was made for this update.



November 29, 2012

Review Appraiser: Barry W. Moore, MAI, NHCG #96
Chief ROW Appraiser

Date

General Assumptions And Limiting Conditions:

General Assumptions

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

Limiting Conditions

- ♦ I have relied upon the legal interpretations of others and have assumed their decisions are correct and valid. I have also relied upon the abstracts of title and other legal information available and take no responsibility for their correctness.
- ♦ Sketches and photographs discussed in this update report are part of Thomas Samm's previous report and all related materials, plans, zoning regulations, and other data are part of this original report.
- ♦ There are no hidden or unapparent conditions on the property, in the subsoil (including hazardous waste or ground water contamination), or within any of the structures that would render the property more or less valuable. I assume no responsibility for any of these conditions or the engineering that may be required to discover or correct them. If any contamination is found on the subject, this report becomes null and void.
- ♦ Possession of this report (or a copy) does not carry with it the right of publication. It may not be used for any purpose other than by the party to whom it is addressed without the written consent of the State of New Hampshire and/or Department of Transportation 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.

Qualifications of Barry W. Moore, MAI

EXPERIENCE:

June 2011 – Present	Chief Right-of-Way Appraiser Bureau of Right-of-Way NH Department of Transportation
July 2006 – June 2011	Supervisor Appraiser Bureau of Right-of-Way, NH Department of Transportation
July 2000 – June 2006	F & M Appraisal Group, Inc. Commercial Appraiser
1996 - 2000	Owner of Moore Appraisal Services Bedford, NH
1991 - 1996	Review Appraiser First NH Bank Manchester, NH
1986 - 1991	Commercial Appraiser REI Associates, Inc. Manchester, NH
1984 -1986	Appraiser Caddis & McFaddin Spokane, WA

PROFESSIONAL AFFILIATIONS:

New Hampshire State Certified General Appraiser #96
Appraisal Institute - Member #10112
President NH Chapter Appraisal Institute – 2002 & 2003

EDUCATION:

University of Idaho - Masters of Science in Geography (1984)
Plymouth State College - B.S. in Geography (1981)

COURSES/EXAMINATIONS:

Real Estate Appraisal Principles Course IA-1 (1985)
Basic Valuation Procedures Course IA-2 (1985)
Capitalization Theory and Techniques- Parts A & B (1987)
Case Studies in Real Estate Valuation (1988)
Valuation Analysis and Report Writing (1988)
Uniform Standards of Professional Appraisal Practice - Parts A & B (1994)
Highest and Best Use and Market Analysis (1997)
Advanced Income Capitalization (1998)
Advanced Sales Comparison and Cost Approaches (1999)
Standards of Professional Practice C Course 430 (2000)

Highest and Best Use and Market Analysis (1997)
Advanced Income Capitalization (1998)
Advanced Sales Comparison and Cost Approaches (1999)
Standards of Professional Practice C Course 430 (2000)

SEMINARS:

Highest and Best Use Analysis (1985)
Federal Home Loan Bank Board Regulations R41B & R41C (1986-1987)
Condominium Feasibility Analysis (1986)
Appraisal Regulations of the Federal Banking Agencies (1991)
The Appraiser's Complete Review Seminar (1993)
Understanding Limited Appraisals - General (1994)
Review Appraising Seminar - Commercial (1995)
The Future of Appraising (1996)
Standards of Professional Practice (1996)
Litigation Skills for Appraisers (1998)
Course 400 – USPAP Update 2003 (2003)
Supporting Capitalization Rates (2004)
Subdivision Analysis (2004)
Business Practice and Ethics (2004)
Evaluating Commercial Construction (2005)
What Clients Want Their Appraisers to Know (2005)
USPAP Update (2005)
Effective Appraisal Writing (2006)
Uniform Appraisal Standards for Federal Land Acquisitions (2006)
Federal Highway Administration Appraisal for Federal Aid Highway Programs (2007)*
Federal Highway Administration Review for Federal Aid Highway Programs (2007)*
USPAP Update (2007)
Analyzing Distressed Real Estate (2008) On-Line
Eminent Domain and Condemnation (2008) On-Line
Supervising the Trainee (2009) On-Line
Data Verification Methods (2009) On-Line
Business Practices and Ethics (2009)
USPAP Update (2009)
Comparative Analysis (2010)
Regulatory Updates from the NH Appraiser Board (2010)
The NH Economy and Real Estate Market: Real Estate Appraiser Perspectives (2010)
Highest and Best Use – Practical Techniques (2010)
Property Tax Appeals for Appraisers (2011)
USPAP Update (2011)
Litigation Appraising – Specialized Topics (2011)
The Strange Case of Agile Mountain (2012)
USPAP Update (2012-2013)

*These two seminars fulfilled the requirement for IR/WA's The Valuation of Partial Acquisitions and/or Condemnation Appraising.

STATE OF NEW HAMPSHIRE INTER-DEPARTMENT COMMUNICATION

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

DATE: February 13, 2013

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

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

TO: Chairman
Long Range Capital Planning and Utilization Committee

The Department of Transportation requests authorization to extend the listing agreement for the sale of a 4.4 +/- acre parcel of State owned land located on the corner of Radburn Street, Smyth Road and Mammoth Road, with the parcel also being located on the easterly side of Interstate 93 in the City of Manchester.

This Committee at their November 3, 2011 meeting (LRCP 11-032) approved the sale of this property. This approval allowed the listing of the sale of this property for the Department by Coldwell Banker for the term of one (1) year, at a 6% commission for the listing price of \$250,000.00. This approval also granted the Department authorization to negotiate with prospective buyers for this parcel within a 10% range of the listing price approved by this Committee.

The Department also received approval by this Committee at their September 18, 2012 meeting (LRCP 12-045) to amend the listing price for this parcel from \$250,000.00 to \$150,000.00 for the sale of this property,

This current listing agreement will expire on February 14, 2013. Steve Tetrault, agent from Coldwell Banker, is currently marketing this property for the Department.

Coldwell Banker has received interest in this property but has not received any offers in writing to this point. Coldwell Banker still wishes to list this property. The Department requests the Committee to approve the current listing value of this 4.4 +/- acre parcel located in the City of Manchester at \$150,000.00, allow negotiating with prospective buyers within the Committee's current policy guidelines, and allow the Department to renew the listing agreement with Coldwell Banker for a term of six (6) months. In addition, the Department will assess an additional Administrative Fee of \$1,100.00 to the purchase price.

CRS/PJM/dd
Attachments

SEP 20 2012

RECEIVED



LRCP 12-045

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

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

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

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

September 18, 2012

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

Dear Mr. Schmidt,

The Long Range Capital Planning and Utilization Committee, pursuant to the provisions of RSA 4:39-c, on September 18, 2012, approved the request from the Department of Transportation, Bureau of Right-of-Way, to amend the listing price from \$250,000 to \$150,000, allowing negotiations within the Committee's current policy guidelines, and assess an \$1,100 Administrative Fee, utilizing Coldwell Banker to sell a 4.4 acre parcel of land located on the corner of Radburn Street, Smyth Road, and Mammoth Road (with the parcel also being located on the easterly side of Interstate 93) in the City of Manchester, subject to the conditions as specified in the request dated August 17, 2012.

This item (LRCP 11-032) was originally approved by the Long Range Capital Planning and Utilization Committee on November 3, 2011.

Sincerely,

A handwritten signature in dark ink, appearing to read "Jeffry A. Pattison".
Jeffry A. Pattison
Legislative Budget Assistant

JAP/pe
Attachment



DEPT. OF TRANSPORTATION
RIGHT-OF-WAY

NOV 07 2011

RECEIVED

LRCP 11-032

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

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

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

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

November 4, 2011

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

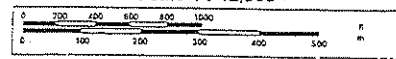
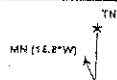
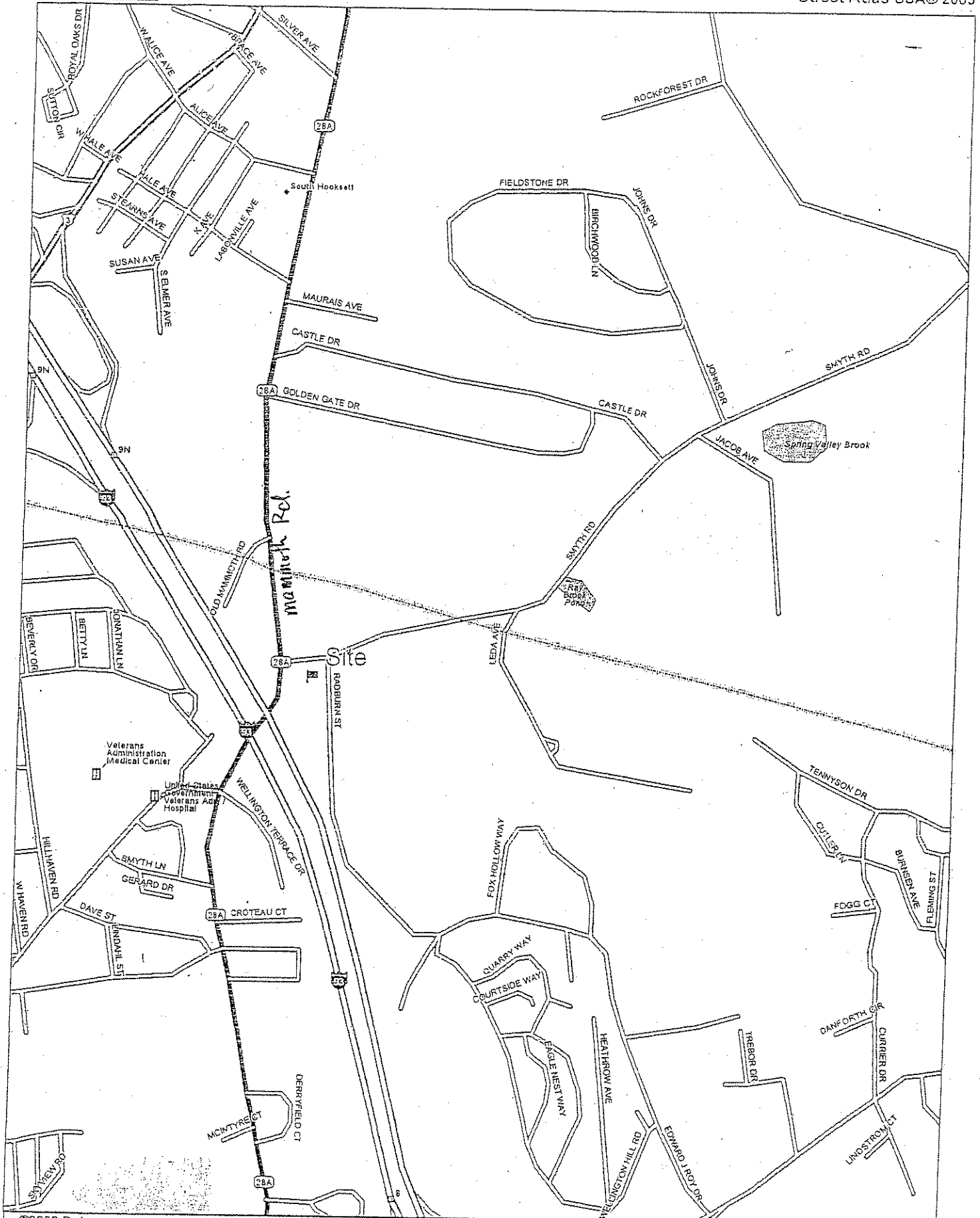
Dear Mr. Schmidt,

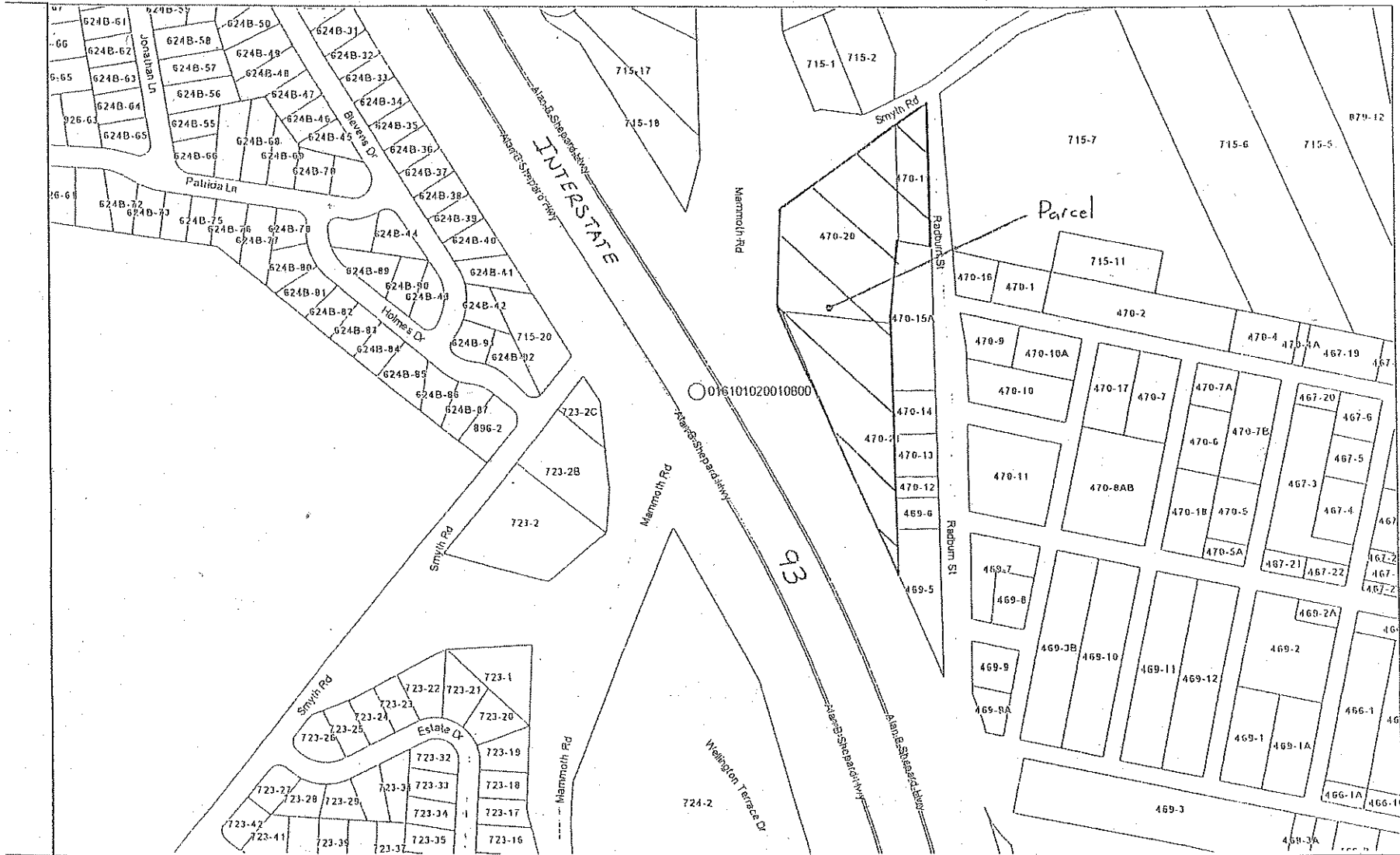
The Long Range Capital Planning and Utilization Committee, pursuant to the provisions of RSA 4:39-c, on November 3, 2011, approved the request from the Department of Transportation, Bureau of Right-of-Way, to enter into a listing agreement with Coldwell Banker for a term of one (1) year, allowing negotiations within the Committee's current policy guidelines, to sell a 4.4 +/- acre parcel of State owned land located on the corner of Radburn Street, Smyth Road, and Mammoth Road, with the parcel also being located on the easterly side of Interstate 93 in the City of Manchester for \$250,000 and assess an additional \$1,100 Administrative Fee, subject to the conditions as specified in the Department's request dated September 26, 2011.

Sincerely,

Jeffry A. Pattison
Legislative Budget Assistant

JAP/pe
Attachment





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 for 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 this map.

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

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

DATE: February 15, 2013

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

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

TO: Chairman
Long Range Capital Planning and Utilization Committee

REQUESTED ACTION

The Department of Transportation, pursuant to RSA 4:39-c, requests authorization to sell two (2) parcels of land (0.94 +/- Ac and 0.1 Ac) located on the easterly side of US Route 3/ NH Route 11 in the Town of Tilton directly to the Town of Tilton for \$14,700.00 which includes an \$1,100.00 Administrative Fee, subject to the conditions as specified in this request.

EXPLANATION

The Department has received a request from The Town of Tilton which has requested to acquire two (2) parcels of State owned land located on the southerly side of US Route 3/NH Route 11, adjacent to the Winnepesaukee River in the Town of Tilton.

These parcels (0.94 +/- Ac and 0.1 Ac) were purchased in 1938 for the improvement of US Route 3/NH Route 11.

The Town of Tilton had purchased these parcels from a private owner. The Town of Tilton then hired a surveyor to survey the properties' boundaries. His research determined that there is a title defect with this property and the parcels are actually owned by the State of New Hampshire and were never owned by the party from whom the Town purchased the parcels. A Department abstractor has verified that the State of New Hampshire does hold title to these parcels and is the rightful owner.

The Town of Tilton has acknowledged the Department's legal ownership of these parcels and has requested that the State release its interest in this property. The Town also noted the reason they purchased this property was to place conservation easements over these parcels and develop a conservation/stewardship.

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

Conditions of this sale would include:

- The Department will retain a highway easement northerly of a line located 33 feet southerly of and parallel to the centerline of US Route 3 / NH Route 11 as now travelled for the purposes of the maintenance and/or future widening of the existing highway.
 - Width of highway easement is 8.5 +/- feet
 - Approximate areas of easements:
 - Parcel 1: 4,420 +/- SF
 - Parcel 2: 550 +/- SF

- Restrictions will be placed in the transfer deed by the State of NH stating that the property will be considered conservation and recreational property and neither will they allow residential, municipal or commercial structures or development of property.
- It is the intent that a trail easement will be prepared by the Town of Tilton to the Winnepesaukee River Trail Association and recorded at the Belknap County Registry of Deeds to grant the potential property uses on the property to the Winnepesaukee River Trail Association.

A staff appraiser from this Department completed an update on an appraisal done for this property in February 2011 to determine an opinion of value for the subject property. It was felt that, based upon the analysis and adjustments of those sales, a revised value for this parcel as of December 12, 2012 is \$13,600.00.

The Department, as part of the real estate sale process, will also offer the property to the NH Housing Finance Authority.

The Department proposes to offer the sale of this parcel to the Town of Tilton for \$14,700.00, which includes an Administrative Fee of \$1,100.00.

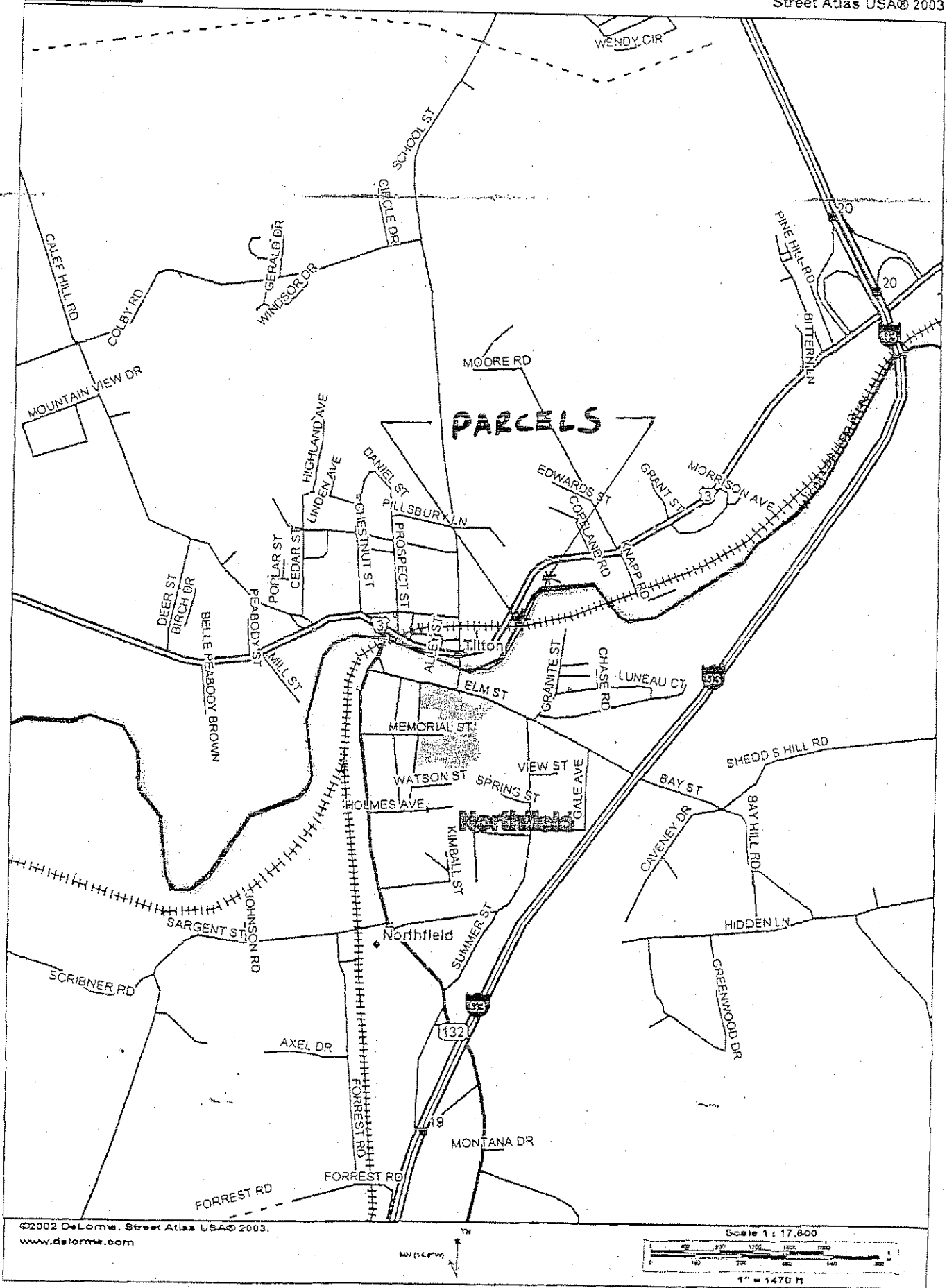
Authorization is requested to sell the subject parcel as outlined above.

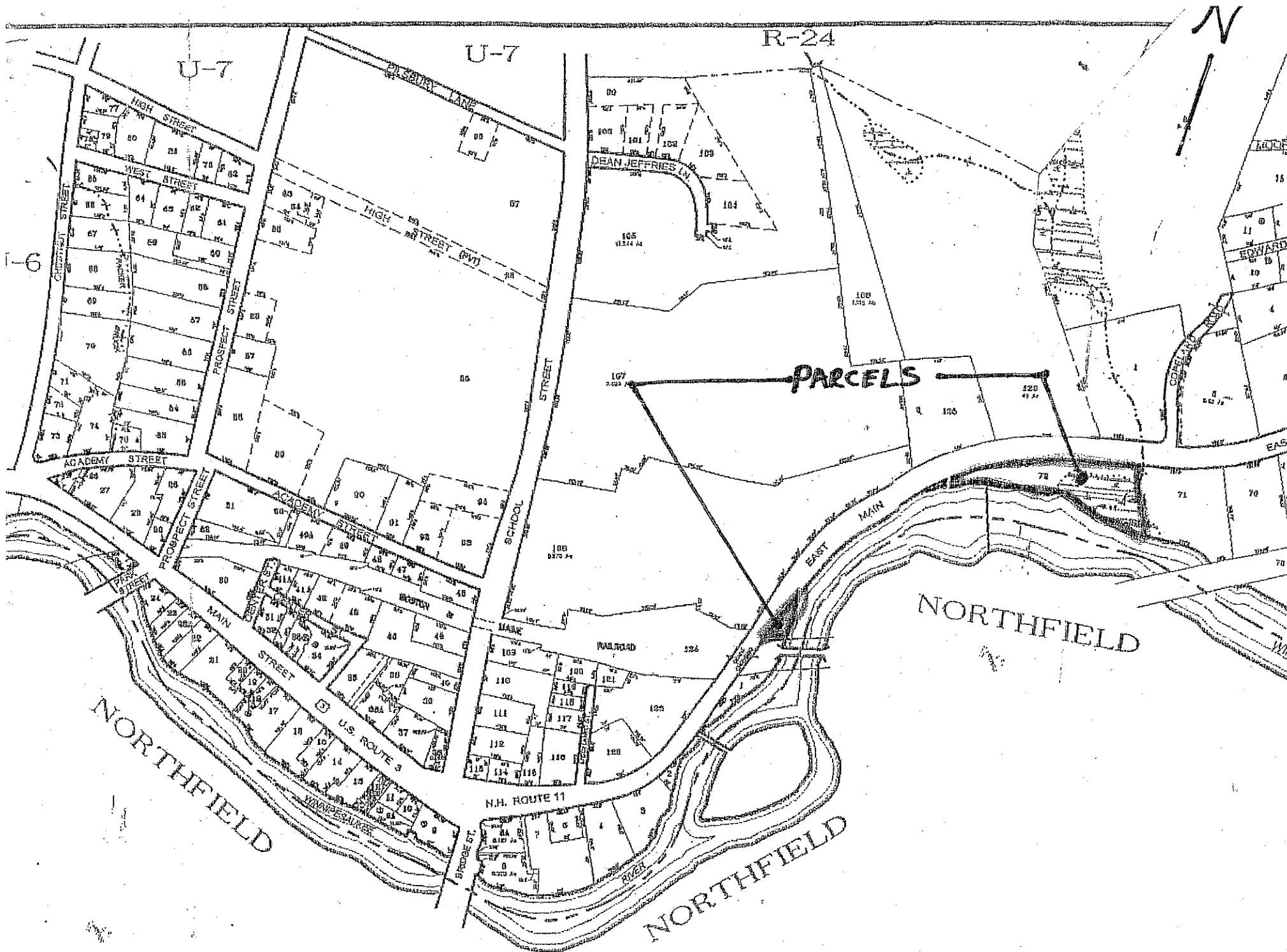
CRS/PJM/dd

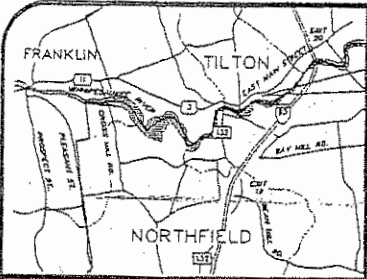
Attachments

PARCELS

Northfield







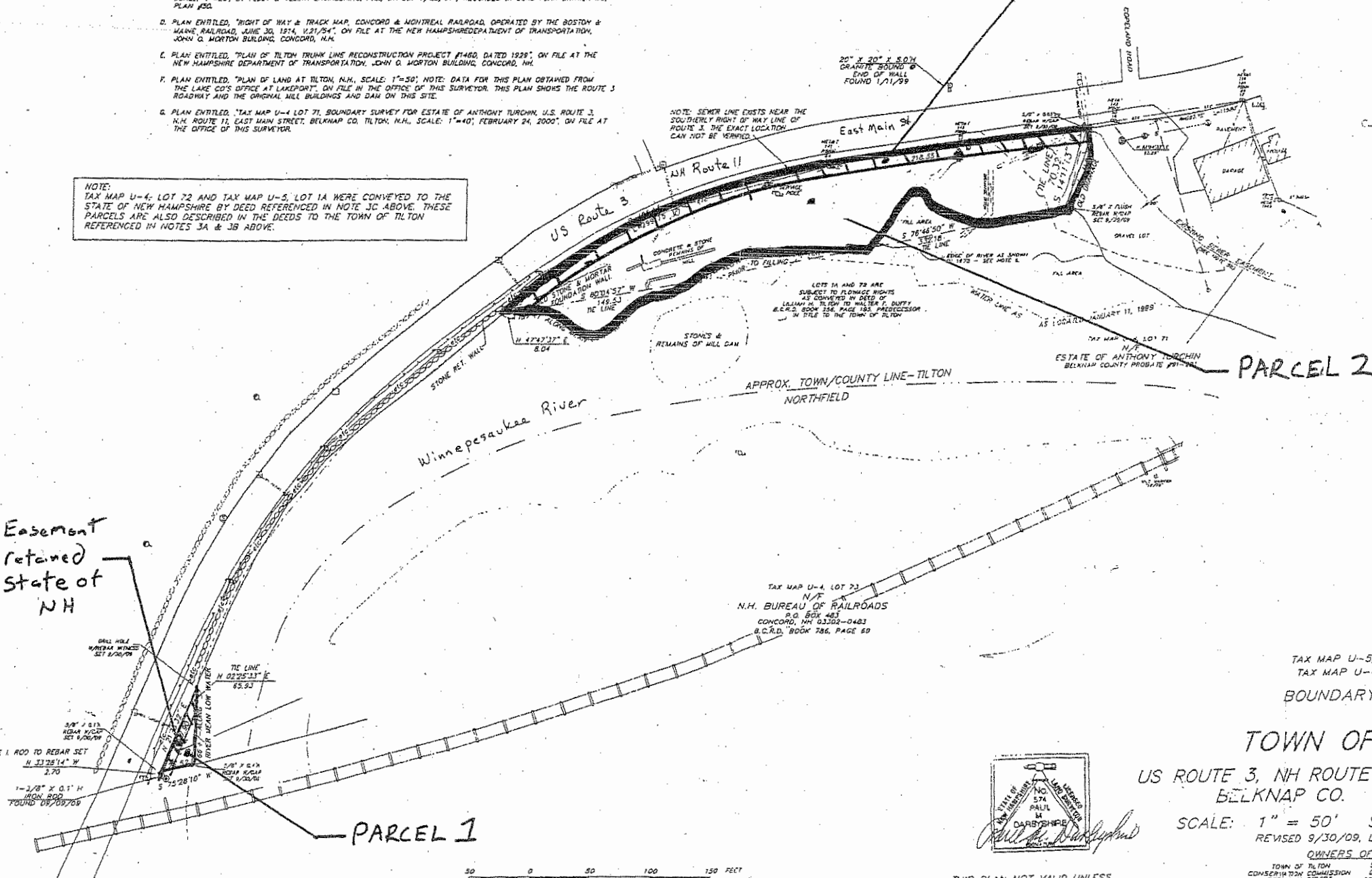
1. FIELD PROCEDURE: LEICA TC705 TOTAL STATION INSTRUMENT, ADJUSTED CLOSED TRAVERSE PERFORMED SEPTEMBER 9-10, 2009. COMPASS RULE ADJUSTMENT. NHSA STANDARD PROPERTY SURVEY, CATEGORY 1, CONDITION 1.
2. ERROR OF CLOSURE: BETTER THAN 1 IN 12,000.
3. DEED REFERENCES:
 - A. DEED OF RONALD MARTIN TO THE TOWN OF TILTON DATED: MARCH 31, 2009 AND RECORDED IN BOOK 2557, PAGE 144 BELKNAP COUNTY REGISTRY OF DEEDS (BCRD), TAX MAP U-4, LOT 72.
 - B. DEED OF RONALD MARTIN TO THE TOWN OF TILTON DATED: MARCH 31, 2009 AND RECORDED IN BOOK 2557, PAGE 142 BCRD, TAX MAP U-5, LOT 1A.
 - C. SEE ALSO DEED OF LILLIAN H. TILTON TO THE STATE OF NEW HAMPSHIRE DATED: OCTOBER 27, 1924 RECORDED IN BOOK 255, PAGE 96 BCRD.
4. PLAN REFERENCES:
 - A. PLAN ENTITLED, "PLAN OF LAND IN TILTON, N.H., AUGUST, 1972, SCALE: 1"=20', OILBERT CASTLE-SURVEYOR", RECORDED IN PLAN BOOK 37, PAGE 2533A BCRD.
 - B. PLANS ENTITLED, "NEW HAMPSHIRE WATER SUPPLY AND POLLUTION CONTROL COMMISSION, WINNEPESAUKEE RIVER BASIN PROGRAM, TILTON-NORTHFIELD INTERCEPT SEWER, BY BRIGHT-PIERCE-BARNES-WYMAN ENGINEERS, SCALE: VERT. 1"=4', HOR. 1"=40', DATED 12-29-79, SHEETS 5 & 6.
 - C. PLAN ENTITLED, "BOUNDARY SURVEY FOR WILFRED AND DOROTHY PERIN, DANIEL WEBSTER HIGHWAY, TILTON, NH, SCALE: 1"=20', BY FLUET & VEZINA ENGINEERING, P.C., DATED: 7/25/91, RECORDED IN BCRD PLAN DRAWER U2, PLAN #350.
 - D. PLAN ENTITLED, "RIGHT OF WAY & TRACK MAP, CONCORD & MONTREAL RAILROAD, OPERATED BY THE BOSTON & MAINE RAILROAD, JUNE 30, 1914, U.S. 1/21/54, ON FILE AT THE NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION, JOHN Q. MORTON BUILDING, CONCORD, N.H.
 - E. PLAN ENTITLED, "PLAN OF TILTON TRUNK LINE RECONSTRUCTION PROJECT #1460, DATED 1928, ON FILE AT THE NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION, JOHN Q. MORTON BUILDING, CONCORD, N.H.
 - F. PLAN ENTITLED, "PLAN OF LAND AT TILTON, N.H., SCALE: 1"=50', NOTE: DATA FOR THIS PLAN OBTAINED FROM THE LAKE CO'S OFFICE AT LAKEPORT, ON FILE IN THE OFFICE OF THIS SURVEYOR. THIS PLAN SHOWS THE ROUTE 3 ROADWAY AND THE ORIGINAL MILL BUILDINGS AND DAM ON THIS SITE.
 - G. PLAN ENTITLED, "TAX MAP U-4 LOT 71, BOUNDARY SURVEY FOR ESTATE OF ANTHONY TURCHIN, U.S. ROUTE 3, N.H. ROUTE 11, EAST MAIN STREET, BELKNAP CO. TILTON, N.H., SCALE: 1"=40', FEBRUARY 24, 2000, ON FILE AT THE OFFICE OF THIS SURVEYOR.

NOTE:
TAX MAP U-4, LOT 72 AND TAX MAP U-5, LOT 1A WERE CONVEYED TO THE STATE OF NEW HAMPSHIRE BY DEED REFERENCED IN NOTE 3C ABOVE. THESE PARCELS ARE ALSO DESCRIBED IN THE DEEDS TO THE TOWN OF TILTON REFERENCED IN NOTES 3A & 3B ABOVE.

Highway Easement to
be retained by State of NH

Highway Easement
to be retained
by State of
NH

- LEGEND
- MONUMENTS AS NOTED
 - STONE WALL
 - WIRE FENCE
 - WELL
 - UTILITY POLE
 - TREES AS NOTED
 - ELECTRIC/TELEPHONE/CABLE
 - CATCH BASIN
 - HYDRANT
 - SEWER MANHOLE
 - CHAIN LINK FENCE
 - WOOD POST & RAIL FENCE
 - LIGHT POLE
 - GAS VALVE/ SHUT-OFF
 - WATER VALVE/ SHUT-OFF
 - GUARD RAIL



PARCEL 2

PARCEL 1

TAX MAP U-5, LOT 1A &
TAX MAP U-4, LOT 72
BOUNDARY SURVEY

TOWN OF TILTON
US ROUTE 3, NH ROUTE 11, EAST MAIN STREET
BELKNAP CO. TILTON, N.H.

SCALE: 1" = 50' SEPTEMBER 16, 2009
REVISED 9/30/09, LOT CORNERS SET

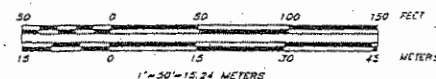
OWNERS OF RECORD

TOWN OF TILTON
CONSERVATION COMMISSION
157 MAIN STREET
TILTON, NH 03276

STATE OF NEW HAMPSHIRE
DEPT. OF TRANSPORTATION
PO BOX 483, 9 HAZEN DRIVE
CONCORD, NH 03301



THIS PLAN NOT VALID UNLESS
CERTIFIED WITH THE ORIGINAL
STAMP & SIGNATURE OF THIS
SURVEYOR



land surveying land planning earth sciences
P.O. BOX 248, SLYFOOTH RD., CLAMANTON, NH 03227
(603) 887-6440

FIELDBOOK 300

FILE # DRAWING # 300913 TILTON CO-1-EDWH

STATE OF NEW HAMPSHIRE

INTER-DEPARTMENT COMMUNICATION

DATE December 19, 2012

FROM James T. Minichiello AT (OFFICE) R.O.W. BUREAU
Staff Appraiser Appraisal Office

SUBJECT Addendum /Update on Memo Report on an Appraisal by Mike deMartelly
Route 3 Tilton, NH (0.94 Acre and 0.10 Acre Vacant Lots)

TO Phillip Miles, Chief of Property Management, Bureau of ROW
cc: Victoria H. Chase, ROW Engineer, Bureau of ROW

THROUGH: George LeMay, NHCG# 38, Appraiser Supervisor, ROW

This memo update on the above referenced property appraisal consisted of an examination of the above referenced appraisal regarding the sales data used and the appraisal completed by Mike deMartelly Staff Appraiser dated 2/7/11 for the subject property in downtown Tilton. The purpose of this data search was conducted from that date to the present in both NNERN (MLS) and Real Data. Two comparable subject sales were found and upon confirmation with the Town not considered to be arm's length. They are described as follows:

Subject Sales Investigated but not Utilized

Land Sale 1: This sale is a subject sale consisting of Subject Parcel 1 at 0.94 acres and Subject Parcel 2 at 0.10 acres, totaling 1.04 acres (45,302 Square Feet) in area. Parcel 1 is a small triangular parcel located between Rte. 3 and the Winnepesaukee River. It is identified as Tax Map U-4 Lot-72 and its road frontage is encumbered by an 8.5-foot wide NHDOT highway easement. The water frontage is subject to the Shoreland Protection and its frontage is sloping and rocky. Parcel 2 at 0.10 acres is identified as Tax Map U-5 Lot 71A. This small triangular shaped lot is located between the Rte. guardrail and the river just north of the footbridge to the island park. It is encumbered with a 550 square foot NHDOT 8.5 foot wide easement. Additionally these two lots will be sold on the condition that they will be used as conservation recreation land. The Town of Tilton purchased these two lots as one 45,302 sf lot on 4/1/09 from Martin; Book 2557 Pages 142-145 for **\$72,800 or \$1.78 per square foot.**

Land Sale 2: This parcel abuts Land Sale 1 to the east and being purchased by the Town for an assemblage with Land Sale 1 for recreational purposes. The Town intends to use this 0.81- acre (34,848 square foot) parcel for recreational parking and a future pedestrian bridge in conjunction with Land Sale 1. The property has improvements that are in poor condition and the Town intends to demolish these improvements for parking purposes relative to the proposed trail bridge. It has extensive frontage on the river and it is subject to the Shoreland Protection Act setbacks that encompass a large portion of this lot. The town of Tilton purchased this parcel (Tax Map U-04 Lot 71) 1/31/11 from the Blair Estate for \$65,000 Book 2689 Page 577 Belknap County. **This equates to \$1.86 per square foot.**

The Town utilized money obtained from the current use fund to purchase these sales that were not obtained through normal revenues like property taxes. Also the Town Conservation Committee was under pressure from the Winnepesauke River Trail Committee to obtain a parking lot and trailhead on Rte. 3. These properties are unique only to singular user such as a town; city etc. for recreational uses and other pressures may come into play with these transactions. The Town did not consider these subject sales to be normal arm's length transactions therefore they will not be utilized for this update.

Two more recently researched arm's length assemblage sales were utilized in this update. These sales are described as follows.

Assemblage Sale 1: This 0.95- acre rectangular, level residentially zoned parcel is located on the westerly side of Calef Hill Road in Tilton close to the Sanbornton boundary line. This lot was a boundary line adjustment in which the grantee purchased this 100- foot wide by approximately 450 - foot deep lot. It was assembled to Map R-2 Lot 4 in order to obtain a buffer from his abutter the grantor. Also the previous owner Mr. Rose previously utilized this area for a garden and it is a good parcel. This 0.95acre lot sold 4/24/08 for \$13,000, Book 2489 Page 18, Belknap Registry, Clark to Perrin (the abutter). This equals **\$0.31 per square foot for a selling price unit of comparison**

Assemblage Sale 2: This 1.03 acre lot sold for 1/28/2011 for \$12,000, Kenney to Hobbs, Book 2689 Page 532, Belknap Registry of Deeds. It is located on Shady Lane, a paper street off of Colby Road in Tilton. This lot was purchased as an assemblage by the abutter for protection and for additional land. This lots sales price **is \$0.27 per square foot**, which is close to Assemblage Sale 1's price of **\$0.31 per square foot**.

Sales Analysis Conclusions: The square foot values closely correlate indicating a fairly tight range of value say **\$0.30 per square foot**.

Final Value Conclusion: The previous appraisal prepared by Mike deMartelly indicated a value of \$16,000 or **\$0.35 per square foot**. The more recent sales in this update indicate a value estimate of **\$13,600**.

Based on this memo, it is my opinion that the market value of the subject is \$13,600 as of December 15, 2012. Please contact me if you have any questions

Sincerely

James T. Minichiello, Staff Appraiser

Appraisal Certification

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

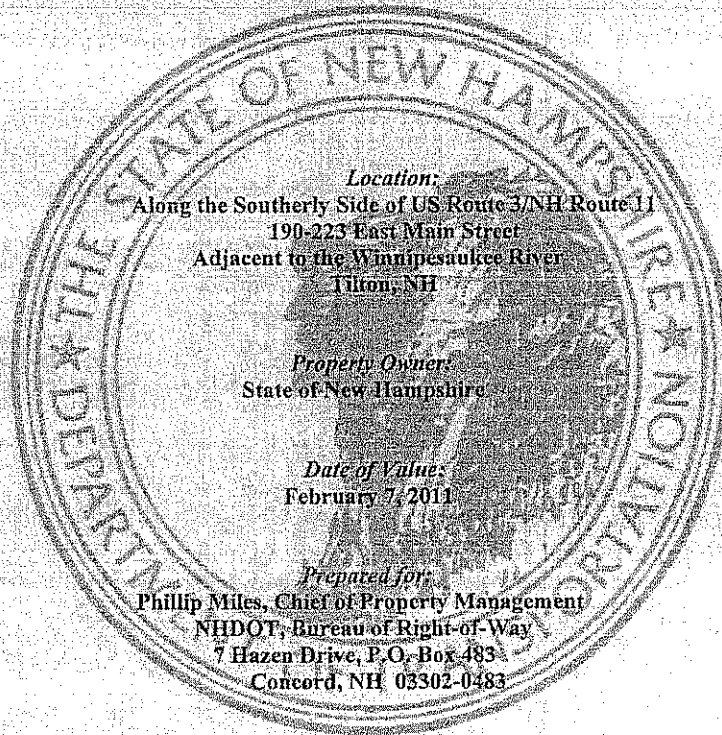
- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present 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 on 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 Uniform Standards of Professional Appraisal Practice.
- I have made a personal inspection of the exterior of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to me.
- That the property owner was provided the opportunity to meet with me.
- That I have not revealed the findings and results of such appraisal to anyone other than the property officials of the Department of Transportation of said State or officials of the Federal Highway Administration and I will not do so until so authorized by State officials, or until I am required to do so by due process of law, or until I am released by this obligation by having publicly testified as to such findings.
- The market value of the subject properties is \$13,600 as of 12/05/2012.

James T. Minichiello, Staff Appraiser

ADDENDUM

Summary Appraisal Report

**VALUATION OF TWO VACANT PARCELS OF LAND
(0.94 Ac & 0.1 Ac)
ENCUMBERED BY A CONSERVATION EASEMENT**



Location:

**Along the Southerly Side of US Route 3/NH Route 11
190-223 East Main Street
Adjacent to the Winnepesaukee River
Tilton, NH**

Property Owner:

State of New Hampshire

Date of Value:

February 7, 2011

Prepared for:

**Phillip Miles, Chief of Property Management
NHDOT, Bureau of Right-of-Way
7 Hazen Drive, P.O. Box 483
Concord, NH 03302-0483**

Prepared by:

**Mike deMartelly, Staff Appraiser
NHDOT
7 Hazen Drive, P.O. Box 483
Concord, NH 03302-0483**

STATE OF NEW HAMPSHIRE
INTER-DEPARTMENT COMMUNICATION

FROM: Mike deMartelly
ROW Appraiser

DATE: April 7, 2011

AT: DOT Concord Office
Bureau of Right-of-Way

SUBJECT: Surplus Property: 190 East Main Street & 223 East Main Street (US Route 3 and NH Route 11), Tilton, NH, the subject being two remnant parcels 0.94 acres and 0.1 acres in size, respectively, acquired for highway improvement purposes in 1939.

TO: Phillip J. Miles, Chief of Property Management
THROUGH: Harry C. Hadaway, Jr., Chief ROW Appraiser
THROUGH: Barry W. Moore, MAI, ROW Appraiser Supervisor

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

The purpose of this appraisal is to estimate the market value of the fee simple interest, subject to easement encumbrances as herein described, of the above referenced State-owned parcels. These remnant parcels are subject to conservation and highway easements as well as state and local restrictions including those imposed by the Comprehensive Shoreland Protection Act (CSPA). The northern parcel is 0.94 of an acre and the southern parcel is 0.1 of an acre in size according to the tax cards. The boundary survey referenced in this report does not indicate total areas. The Department of Transportation will retain highway easement rights as well as require a conservation easement to be put in place upon transfer of title.

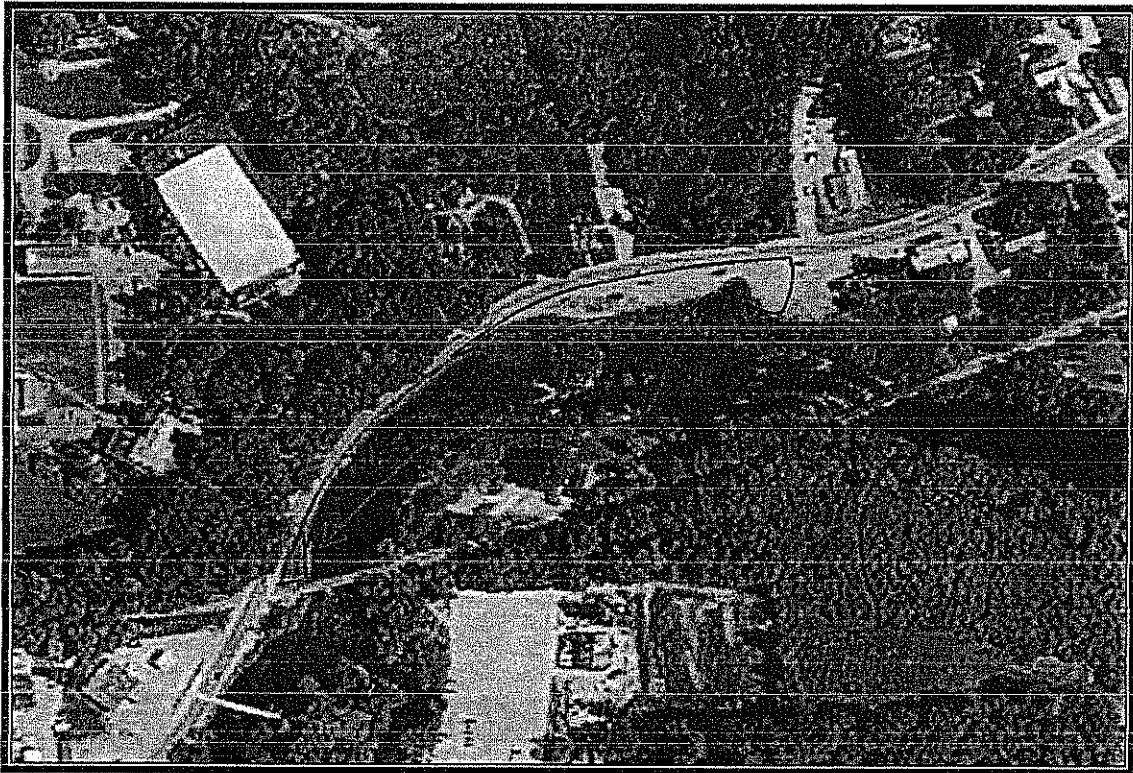
The parcels are very irregular in shape being the remnants of land acquired for highway improvements in 1939. The Town of Tilton through the Tilton Conservation Commission has requested to purchase the two above referenced parcels for conservation/recreational use. The uses considered by the Town include the construction and maintenance of a section of the Winnepesaukee River Trail, the possible construction of a pedestrian bridge connecting the Towns of Tilton and Northfield, utilization of the railroad right-of-way, and creating parking spaces along with a possible kiosk or information building associated with these uses. Highway and conservation easements will be put in place as a contingency of transfer of title.

The *Highest and Best Use* of the subject parcel, therefore, is as supplemental conservation/open space land as described above.

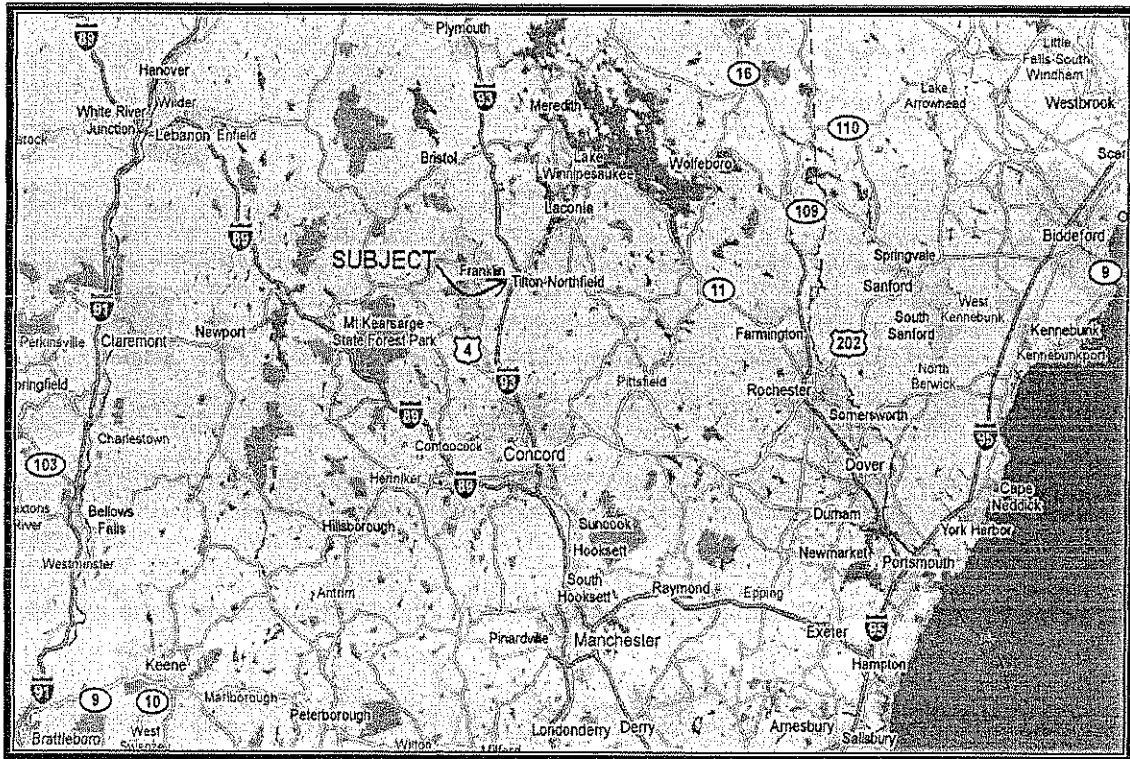
Based on the analysis summarized herein, the "as is" value of the encumbered interest of the subject parcel as of February 7, 2011 is:

190 & 223 East Main Street (Routes US 3 & NH 11), Tilton, NH \$16,000

AERIAL PHOTOGRAPH



MAP OF REGION



Current Owner(s) of Record: *State of New Hampshire*

Delineation of Title (5+ years): The subject parcels were acquired as a single acquisition for highway improvement purposes on October 17, 1939 for \$1.00 (Elmer S. & Lillian H. Tilton to the State of New Hampshire, Lib. 256, Vol. 96 in the Belknap County Registry of Deeds). The Belknap County Registry of Deeds indicates that Lillian H. Tilton sold the same parcel on January 17, 1942 to Walter Duffy, therefore selling the same property twice. Thereafter, the same parcel was transferred multiple times with the most recent transaction being Ronald Martin to the Town of Tilton on March 31, 2009. The Town received Warranty Deed title to the northern 0.94 acre parcel on 3/31/09 for \$76,000. While completing a boundary survey for the parcel subsequent to the sale to the Town, the surveyor discovered the defective title. Because of the fact that there was a transaction by the Town by means of a Quit Claim tax deed occurring in 1999 (Bk 1545, Pg 748 & Pg 749) and stating, *this conveyance is without covenants of any kind or nature*, there appears to be no recourse for the defective title.

Presently, both the Town of Tilton and the New Hampshire Department of Transportation agree that the State of New Hampshire still retains legal title to the two subject parcels.

Appraisal Purpose: The purpose of this appraisal is to analyze the *Highest and Best Use* of the subject and estimate value of the "as is" encumbered interest of the subject parcel as supplemental, open space, conservation/recreational land as of February 7, 2011, the date the subject was inspected. The use of the two parcels will be encumbered by a highway easement and a conservation easement that are conditions of title transfer. Also, there are regulatory constraints as set forth by town regulations and the Comprehensive Shoreland Protection Act. The two parcels do not have utility as stand-alone parcels and it would be difficult to show any contributory value to an abutter considering their physical characteristics and the restrictions that will be placed on the subject parcels.

Therefore, the value of the parcels will be estimated as open, surplus land that might be used for conservation or recreational purposes. The two parcels do not have an "economic" *Highest and Best Use*, either separately or together. The Town of Tilton is the most likely buyer and has expressed interest in purchasing the two parcels for conservation/recreation use. Parcels similar to the subject are often purchased by towns for conservation/recreation purposes, open space, and/or buffer areas, particularly those with river frontage.

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

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

Definition of Fee Simple Estate: *Fee simple estate is defined in the Tenth Edition of the Appraisal of Real Estate, published by The Appraisal Institute, 1992, page 6 as absolute ownership unencumbered by any other interest or estate.*

Definition of Easement: The term "easement" is defined in The Appraisal Institute Dictionary of Real Estate Appraisal, Third Edition as:

An interest in real property that conveys use, but not ownership, of a portion of an owner's property. Access or right-of-way easements may be acquired by private parties or public utilities. Governments dedicate conservation, open space, and preservation easements.

Comparable sales of vacant, open, recreational, agricultural, and/or timber land in the area will be analyzed in order to estimate the subject's value as conservation/recreational and/or open space land.

Inspection Date: February 7, 2011

Effective Date of the Appraisal: February 7, 2011

Date of this Report: April 7, 2011

Scope of Work: My investigations and research included an on-site inspection and photographs of the subject parcel. I have relied on and examined city, town and county property records including assessment data and taxes, and zoning regulations. I have considered the availability of access, public utilities, and neighborhood land use trends. My conclusions with regard to the *Highest and Best Use* for the subject parcel as open, supplemental land for conservation/recreational purposes is based on legal and physical characteristics, zoning, RSAs (especially the Comprehensive Shoreland Protection Act) neighborhood land uses, and compilation of comparable land sales, and verification and analysis of the sales.

Property data was collected and compiled from several sources including the Towns of Tilton, Northfield, Laconia, and Sanbornton, the Cheshire County Registry of Deeds, data retained in NHDOT files, New Hampshire Multiple Listing Services, Real Data, and local real estate professionals. After an investigation of the subject data and the various sources of market information, the method of valuation was selected and this summary report prepared. The Sales Comparison Approach was determined to be the most applicable and the unit of comparison is the price per parcel.

Finally, I prepared this Summary Report in compliance with USPAP #2-2(b) governing summary reports.

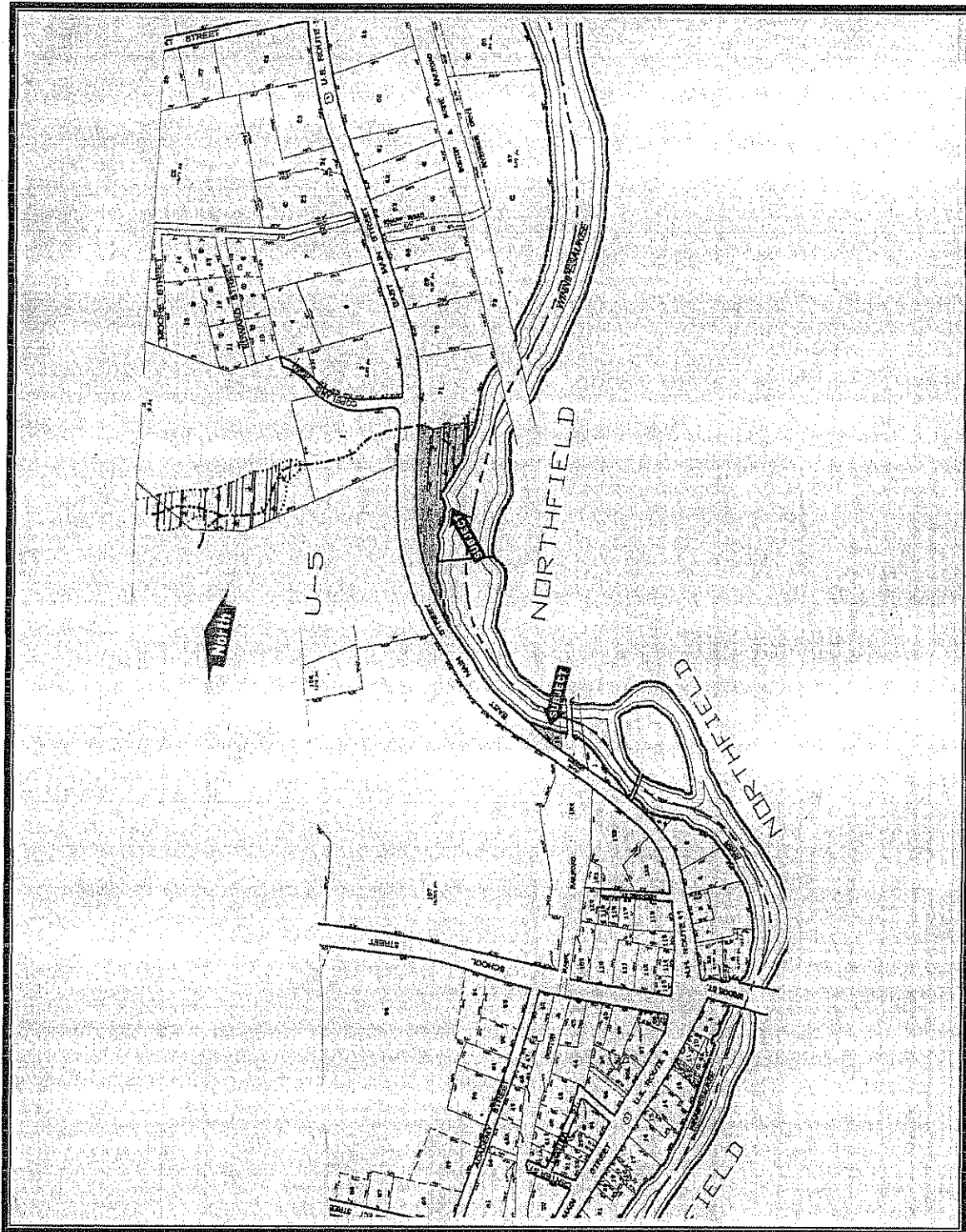
Assessment Information: The subject property is owned by the State of New Hampshire and as such does not have a tax liability. The parcels are identified at the Town of Tilton's Assessors' Office and assessed as follows:

Lot 72 on Map U4 (0.94 Ac)	\$35,800
Lot 1A on Map U5 (0.1 Ac)	<u>\$ 6,100</u>
Total	\$41,900

The Town's current tax rate is \$20.41 per thousand in valuation and the equalization rate is 97.3%.

On the following page is a composite map of the tax maps of the Town of Tilton.

SUBJECT PARCELS AS SHOWN ON COMPOSITE OF TOWN OF TILTON TAX MAPS



Intended Use/User: The intended use of this report is to assist the client, the New Hampshire Department of Transportation (NHDOT), in providing a reasonable and supportable price for this surplus parcel by estimating value of the encumbered interest in the subject parcel as of February 7, 2011, the date of the last on-site inspection. The appraisal report's only intended user is the New Hampshire Department of Transportation.

Town/Neighborhood Description: Tilton is located along the Winnepesaukee River in central New Hampshire as the river flows westward toward the Merrimack River. The town is located south of Sanbornton, west of Belmont, north of Northfield, and east of Franklin. It is accessed directly by Interstate I-93 as well as US Route 3, NH Route 11, and NH Route 132. Belmont, NH can be accessed to the east via NH Route 140 off I-93 at Exit 20. The town is 85 miles north of Boston and 35 miles north of Manchester.

The town's property tax base is largely commercial, with commercial and industrial uses clustered primarily along Route 3. Just east of the Exit 20 interchange is a shopping center anchored by Shaw's supermarket and numerous other outlet stores such as auto dealerships, a Wal-Mart, and a Home Depot Store.

The residential portions of the town include older village housing near the downtown area as well as rural residential areas. On Silver Lake and the southern end of Winnisquam Lake there are vacation residences. Laconia and Lake Winnepesaukee lie to the northeast.

Tilton has an elected selectmen form of government. There are also elected committees for the budget, the library, and the trust fund. There is an appointed zoning board, planning board, Conservation Commission, and Parks Commission. There is a full-time police department and a district (with Northfield) fire department. The nearest hospital is Franklin Regional Hospital with 25 beds about 3 miles away.

Major employers are listed as follows:

<i>Business</i>	<i>Service</i>	<i>Number of Employees</i>
j.jill	Outlet store	325+
Tanger Outlet Stores	Retail outlet store	200+
Home Depot	Home improvement center	150+
Wal-Mart	Retail store	110
Autoserv	Car dealership	110
Shaw's Supermarket	Supermarket	100+
The Tilton School	Education	85
3M	Power transmission products	70
BJ Superstore	Retail/wholesale store	

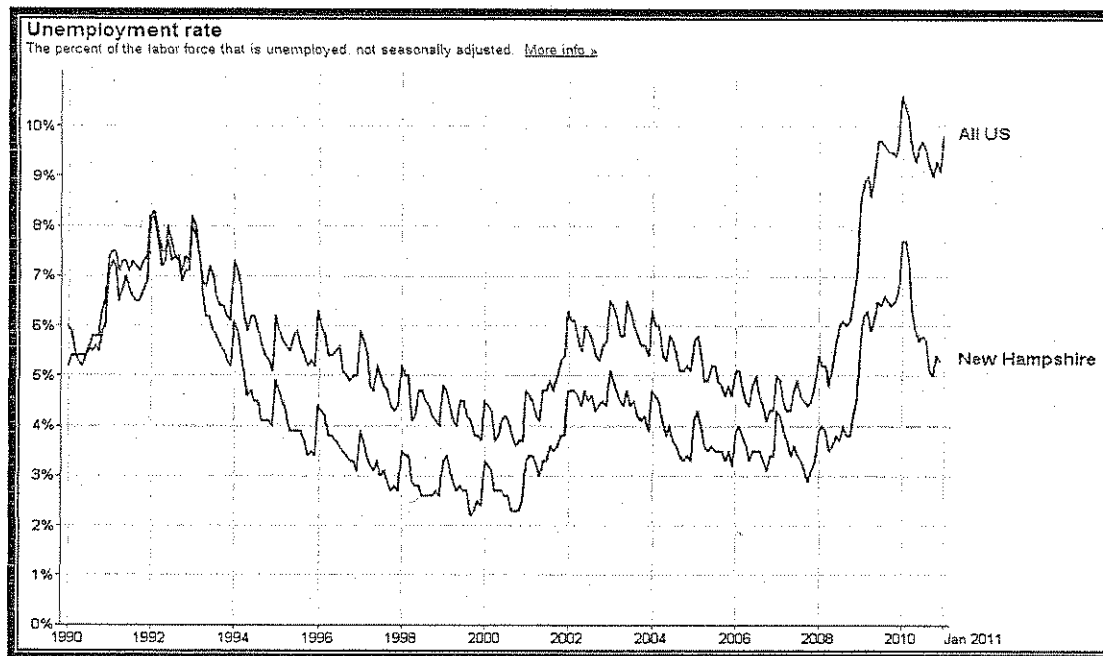
The 2009 Census estimate for Tilton was 3,578 residents, which is an increase of approximately 3% over the 2000 population of 3,478.

The December 2010 unemployment rate for the Franklin, NH MicroNECTA Labor Market Area was 6.1%, which was up slightly from the November 2010 rate of 5.9%. The December 2010 unemployment rate for the State of New Hampshire was 5.3%. This was down significantly from the December 2009 rate of 6.7%. The latest reports from the U.S. Department of Labor showed a jobless rate for March of 8.9% nationally, which is down from the 2010 rate of 9.7%. During 2009 the national rate lingered near 10%, which was near a historic high.

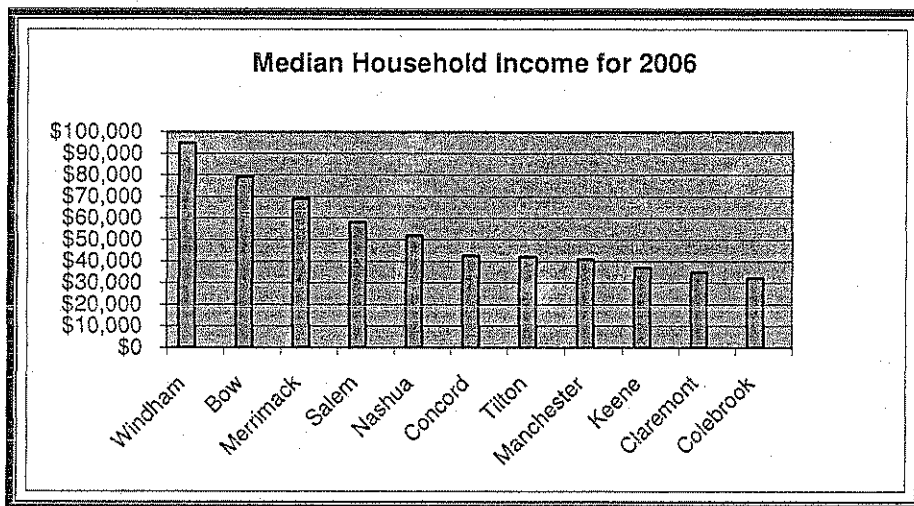
Positive economic signs are fleeting and according to economists a "jobless" recovery is indicated. Unemployment has been referred to as "the lagging indicator" during previous economic cycles.

The unemployment rate for New Hampshire has remained low compared to other states in the northeast region. The Massachusetts rate for December 2010 was 8% and Rhode Island's unemployment rate was 10.9% for the same period.

US BUREAU OF LABOR STATISTICS GRAPH SHOWING UNEMPLOYMENT RATE OVER TIME

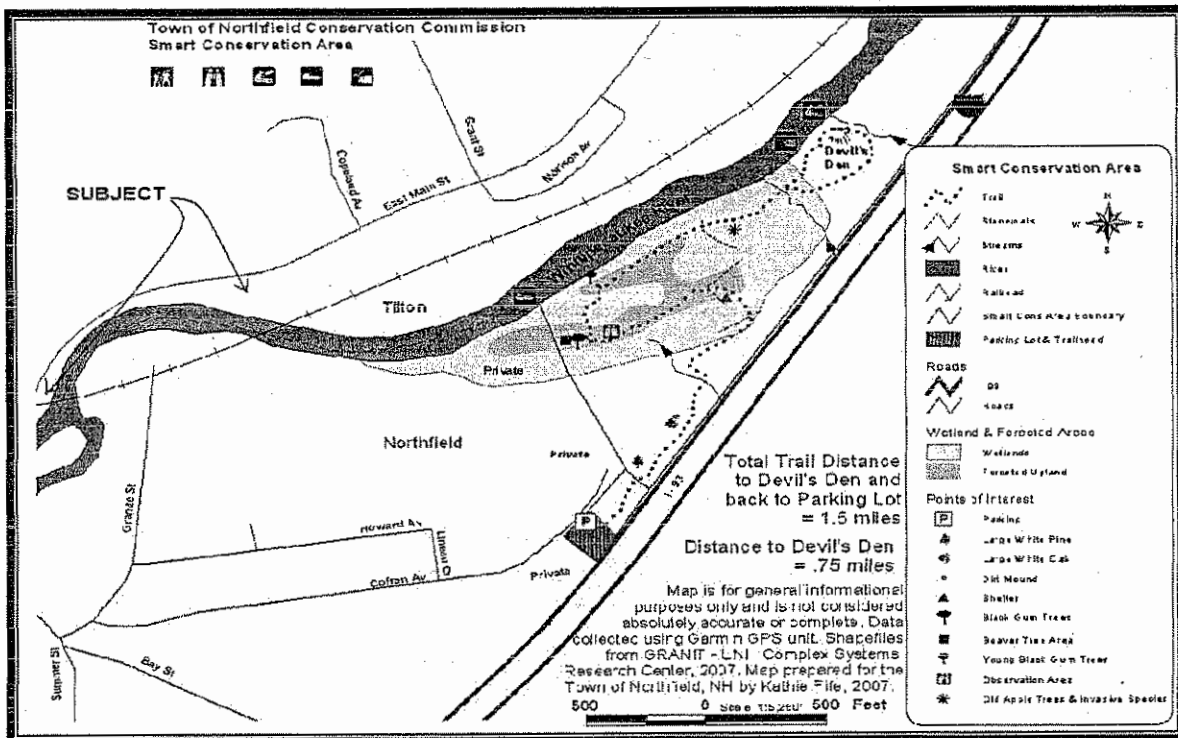


According to the U.S. Department of Commerce, Bureau of Economic Analysis, the Median Household Income for Tilton in 2006 was \$41,977, which was 63rd highest out of 235 towns in the state (see graph below). The national median was \$46,242 and the median for New Hampshire was \$60,411, making the state the 5th highest in Median Household Income for 2006.

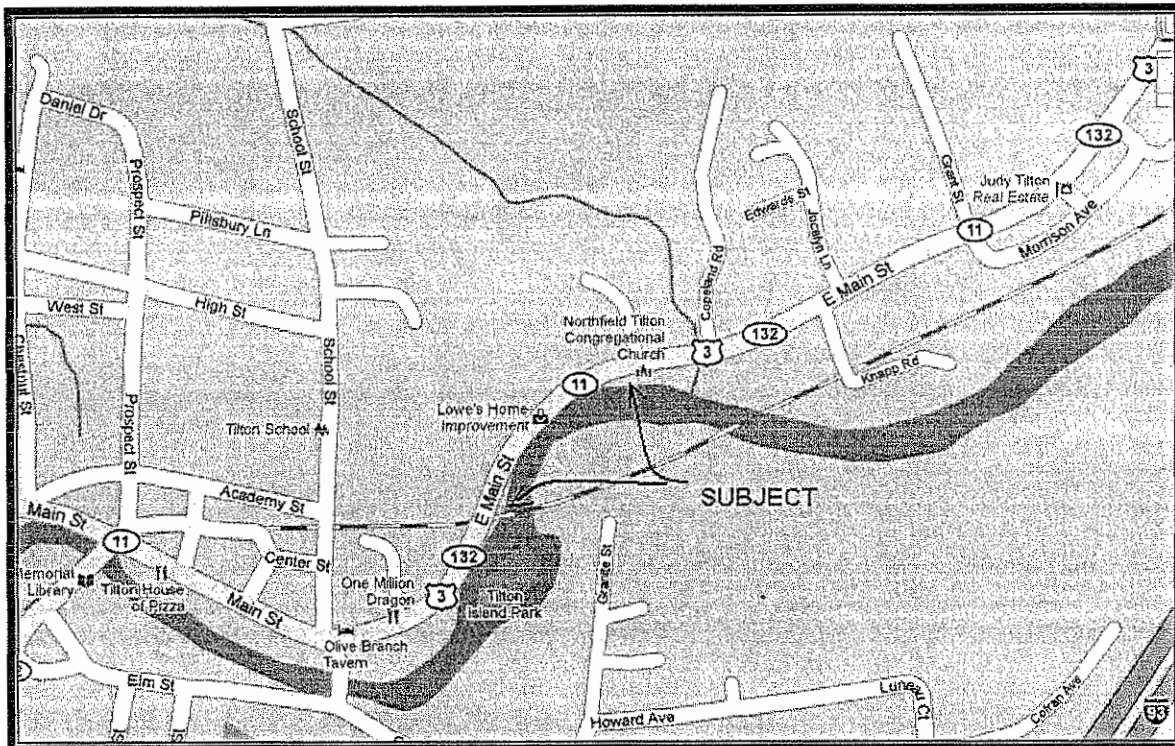


The subject's neighborhood is the section of NH Route 11 and US Route 3 referred to as East Main Street from the section of the road by the railroad bridge crossing the Winnepesaukee River near Tilton Island Park on the southwest and roughly following the old Boston and Maine Railroad and the Winnepesaukee River to the northeast. A Cumberland Farms, a few residences, the Tilton Police Department, and a few professional offices are located in this area. According to the NHDOT Bureau of Traffic reports, the Average Annual Daily Traffic (AADT) count for this section of the highway is about 15,000 to 16,000 vehicles per day.

MAP SHOWING LOCATION OF SMART CONSERVATION AREA AND DEVIL'S DEN IN NORTHFIELD, NH



NEIGHBORHOOD MAP



The Northfield/Tilton area is considered a desirable business and residential community. Given the attractions of the region as a whole, and the comparatively healthy economy of the State of New Hampshire, the real estate market is considered reasonably stable in the Northfield/Tilton area,, although prices are not appreciating at the rate experienced in recent years.

A portion of a boundary survey completed by Paul M. Darbyshire, Land Surveyor with the subject parcels outlined can be seen on the following page.

Utilities: Town water and sewer run along East Main Street. Overhead telephone and electricity is available.

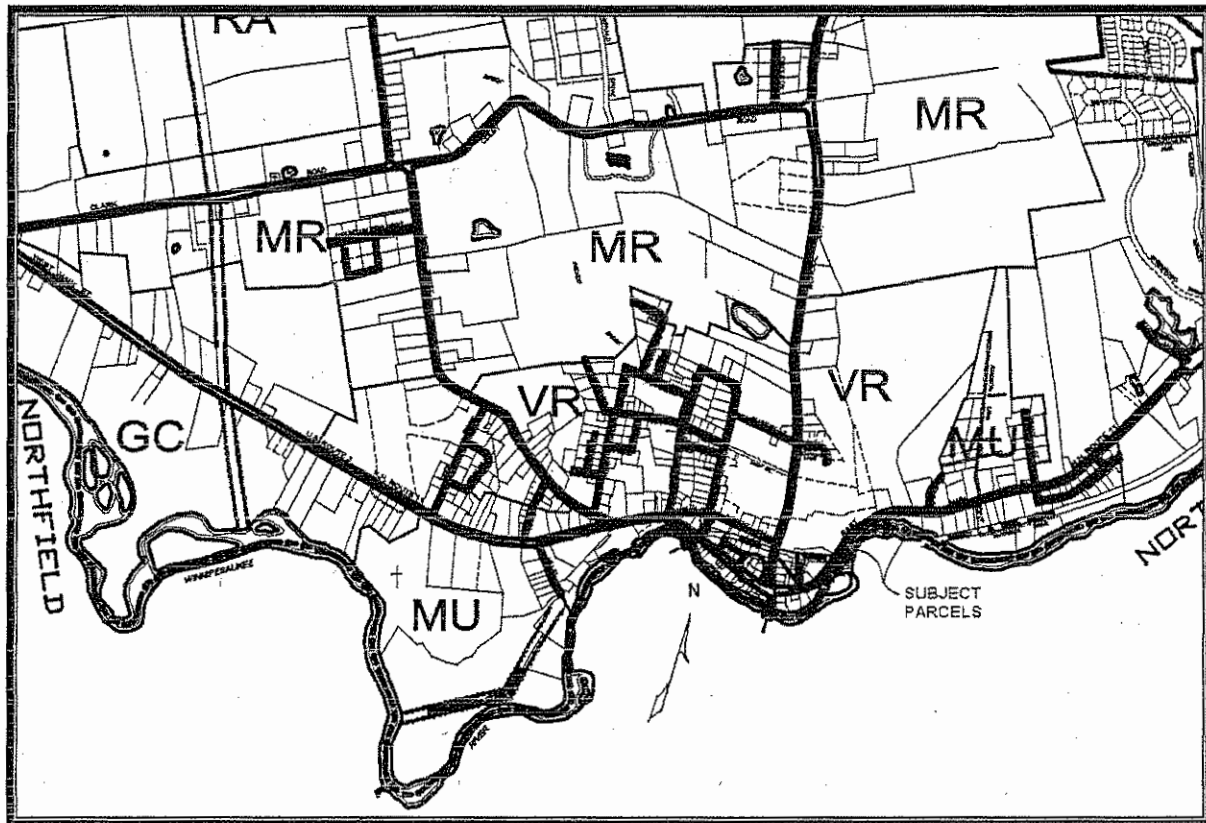
Zoning: The Town of Tilton is divided into 10 zoning districts and 3 overlay districts as follows:

- Village Residential Districts (VR)
- Mixed Use Districts (MU)
- Mixed Use II Districts (MU II)
- Medium Density Residential Districts (MR)
- Rural Agricultural Districts (RA)
- Downtown Districts (DN)
- Regional Commercial Districts (RG)
- General Commercial Districts (GC)
- Resort Commercial District (RC)
- Industrial Park District (IN)

A more complete description of the zoning regulations can be seen at the Town of Tilton offices. Although the subject parcels are located in the Town of Tilton mixed use zone, the uses of the subject parcels are restricted primarily by the conditions that will put in place with transfer of title along with restrictions as set forth by the Comprehensive Shoreland Protection Act and town wetland setbacks.

A composite of the zoning districts in the area of the subject parcels can be seen on the following page.

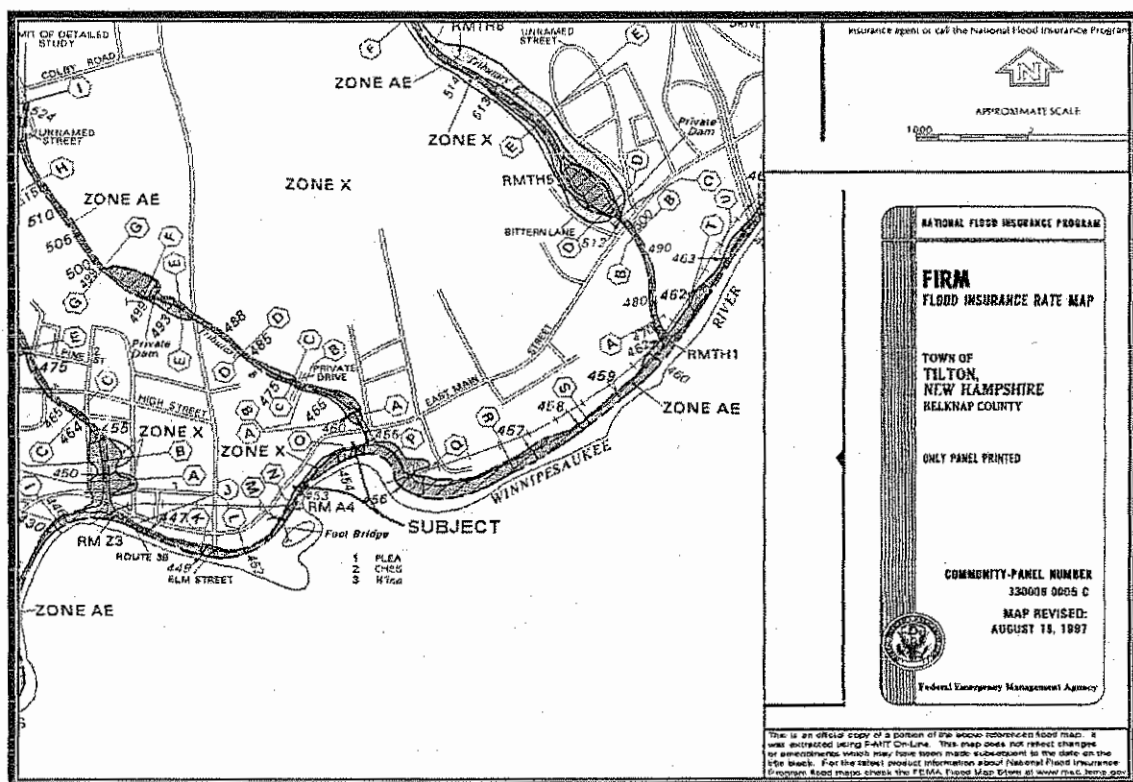
ZONING MAP FOR THE TOWN OF TILTON SHOWING THE LOCATION OF THE SUBJECT PARCELS



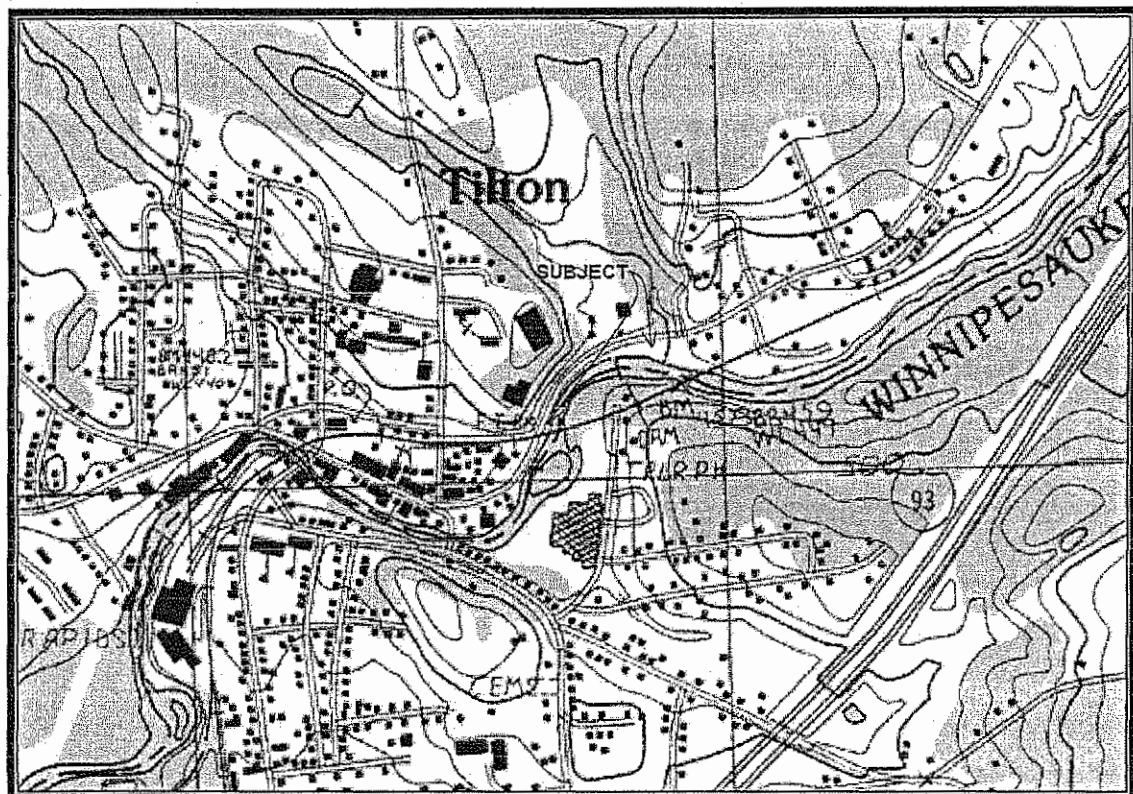
Flood Hazard Status: According to Flood Insurance Rate Map (FIRM) #330009 005C dated August 19, 1997, the subject parcel is located primarily in Zone X, indicating an area outside the 500-year floodplain. Having river frontage, as might be expected portions of the parcels are located in Zone AE indicating areas inundated by a 1% annual chance of flooding.

The FEMA Flood Hazard Map and a Topographical Map showing the area of the subject can be seen on the following page.

FLOOD HAZARD MAP



TOPOGRAPHICAL MAP OF AREA SHOWING SUBJECT PARCELS



Property Description/Site Analysis: The subject consists of two parcels that are the remnants of a 1939 acquisition for highway improvements along East Main Street (US Route 3 and NH Route 11) in Tilton, NH. The two parcels are very irregular in shape and are now approximately 400' apart, according to a boundary survey dated September 16, 2009 by Paul M. Darbyshire, Land Surveyor. The southern parcel is very small in size (0.1 acre) and the northern parcel is 0.94 acre per Town of Tilton tax maps and these areas will be used in the appraisal report. (The area of the two parcels was not calculated as a part of the boundary survey.) Both parcels have frontage on East Main Street (110' \pm and approximately 500' \pm , respectively) and they each have Winnepesaukee River frontage (65' \pm and 875' \pm , respectively). Steep banks drop down to the river frontage. The northern parcel is narrow in shape being only 65' at its deepest portion. The southern parcel is roughly triangular in shape being about 27' deep at its base. A perennial stream flanks one side of the northern parcel.

To the east of this boundary is a 0.8 acre parcel recently purchased by the town of Tilton on 1/31/11 for \$65,000. This parcel has a circa 1950-built, 1 story, wood frame repair garage with an equalized assessment of \$53,800. The building contributes value as a grandfathered structure within the Shoreland Protection District. The Town intends to demolish this building and incorporate the parcel in its use of the subject parcels for conservation/recreational purposes.

Subsequent to the initial acquisition by the State, the parcel was transferred erroneously to several owners, the most recent of which used the parcel to store heavy equipment. Although there are remnants of old stone foundations and concrete remains of an old mill on the northern parcel, the parcels do not appear on any DES hazardous waste sites and are being appraised as though clean.

By the fact that each of the two subject parcels have frontage on the Winnepesaukee River, they come under use restrictions as set forth by the Comprehensive Shoreland Protection Act (CSPA). This legislative act (RSA 483:15) applies to the Winnepesaukee River since it is an "all year-round flowing water that is 4th order or higher." The regulation restricts use within 0-50 feet from the median high water line of the river (Waterfront Buffer) referencing a structure setback, vegetation guidelines, and fertilizer/pesticide use. A Natural Woodland Buffer restricts use from 0-150'. A Protected Shoreland area of 0-250' regulates excavation/filling activities, allowable impervious surface area, and setback distances for septic systems. The Town of Tilton wetland ordinance requires a 20' wetland buffer setback, as well.

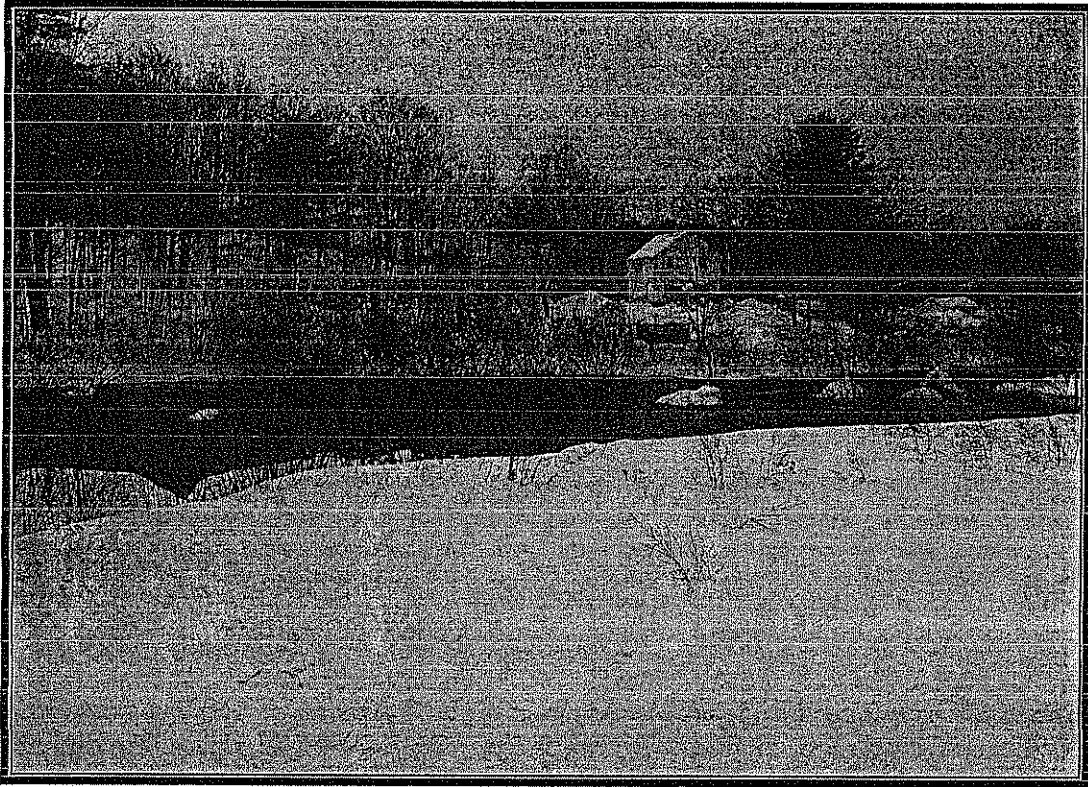
In addition, the Department of Transportation will retain a highway easement *northerly of a line located 33 feet southerly of and parallel to the centerline of US Route 3/NH Route 11 as now traveled for the purposes of maintaining and/or future widening of the existing highway.* The width of this highway easement is approximately 8.5 feet. Transfer of title by the State will be conditional upon the Town placing conservation easements over these parcels that restrict use to conservation/recreational use, only. The two parcels are also subject to flowage rights that have been reserved preceding the current title.

A site assessment by Blue Moon Environmental (see *Addendum*) discusses the various state and local restrictions with regard to the use of the northern parcel and indicates that the buildable area may be only 3,005 square feet. However, a spokesperson from the New Hampshire Department of Environmental Services indicated that the minimal conservation uses as planned as by the Town of Tilton would be in compliance with the intent of the act with respect to state regulation and would be allowed.

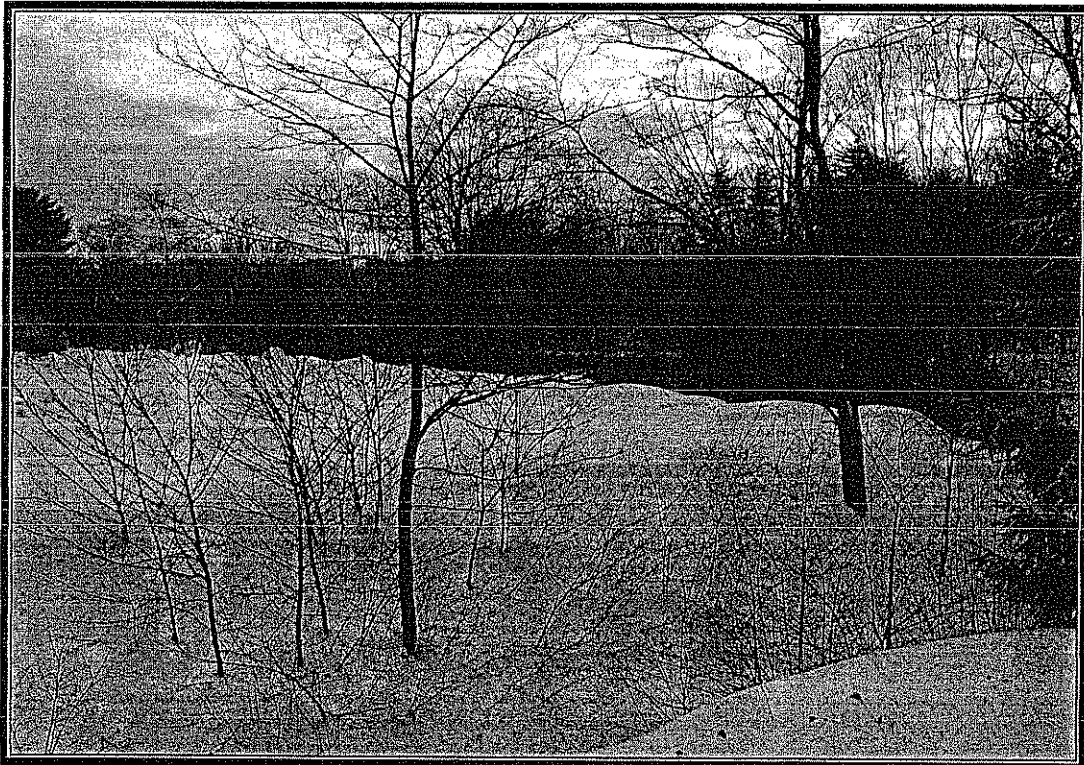
The soils in the portions away from the steep river bank are fill, and otherwise altered by repeated construction and transportation right-of-way projects (Udorthents). Soils of this type are considered suitable for the limited conservation uses proposed above.

Photographs of the subject can be seen on the following pages.

SUBJECT PHOTOGRAPHS
Taken by Mike deMartelly on February 7, 2011



A view southwest from the level area of the 0.94 acre parcel looking across the Winnepesaukee River.

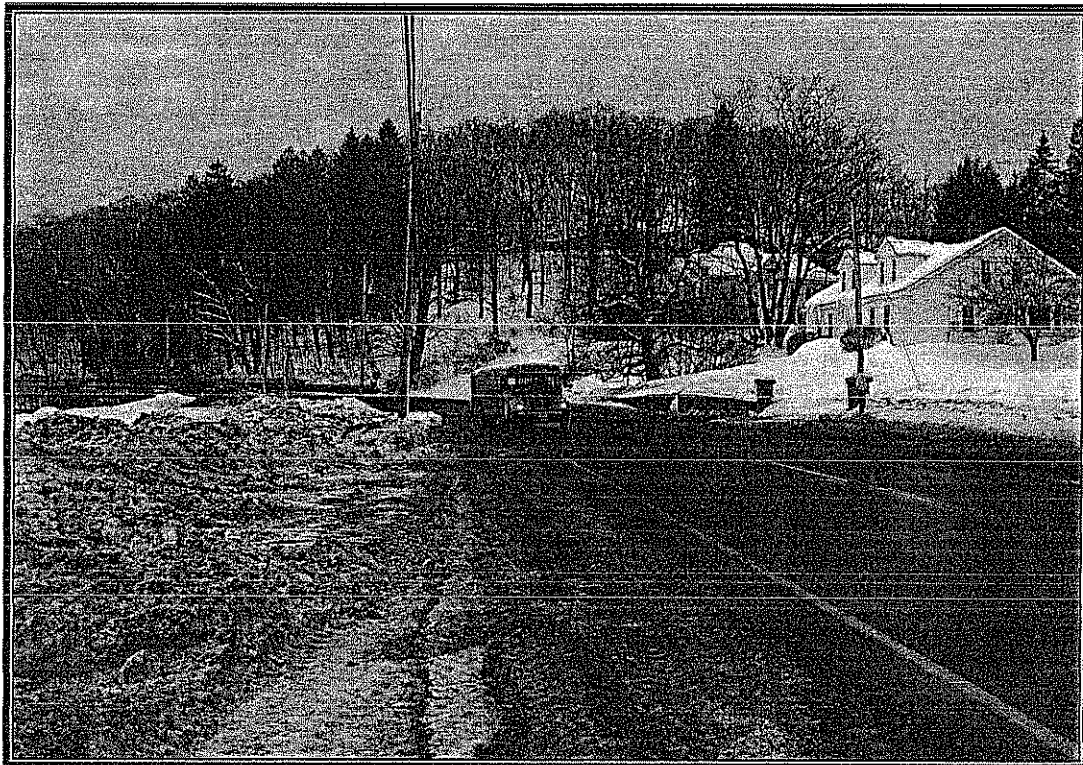


A view northeast looking across a drainage ditch. Photo taken from the same area as the previous photograph.

SUBJECT PHOTOGRAPHS

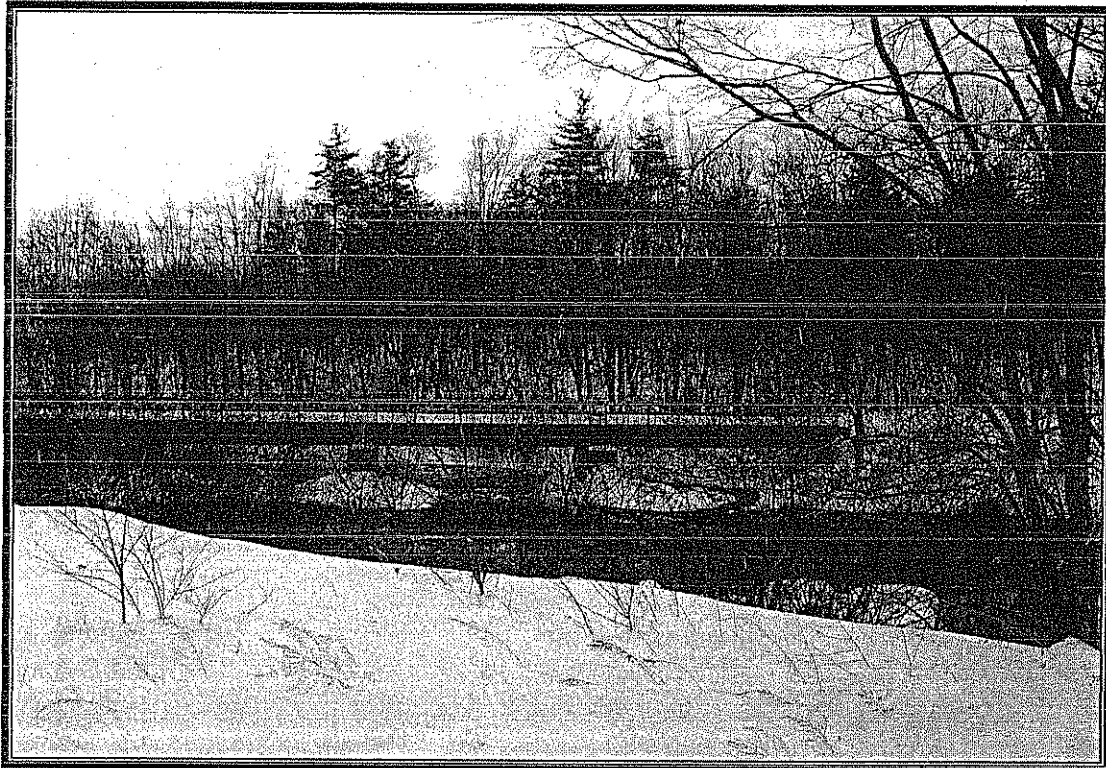


A view of East Main Street looking northeast near Copeland Street on left.

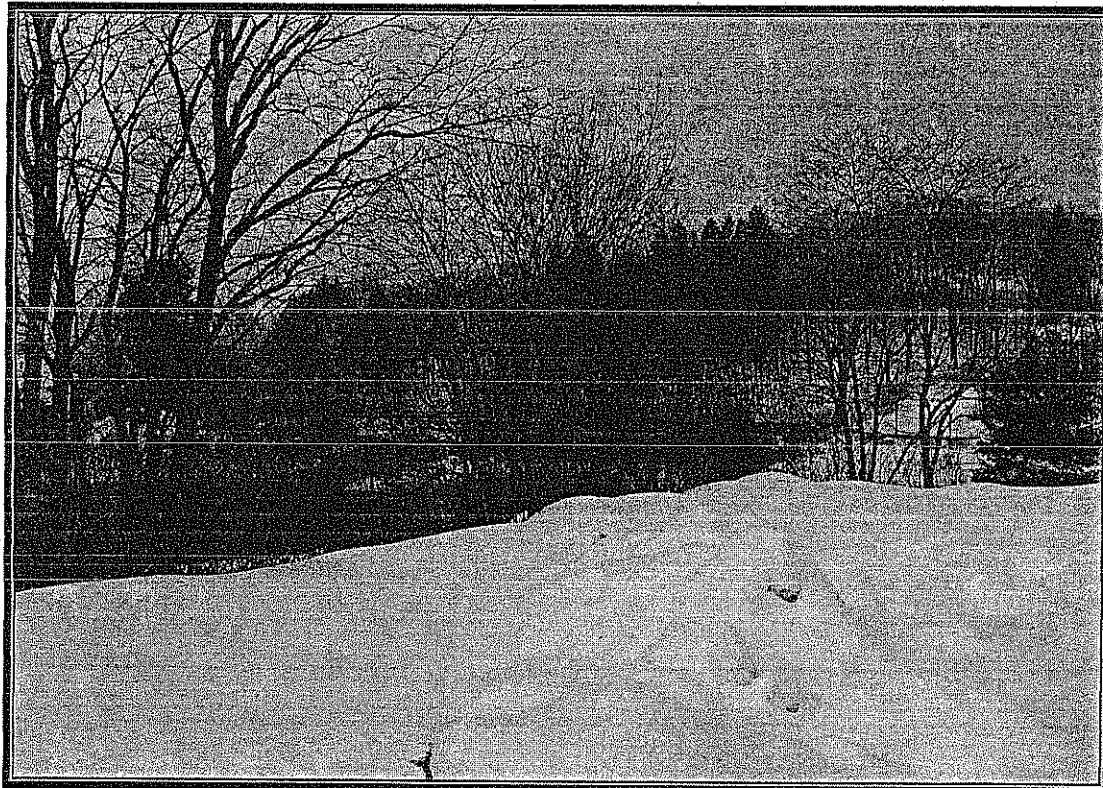


Taken from the northern parcel - a view west along East Main Street

SUBJECT PHOTOGRAPHS

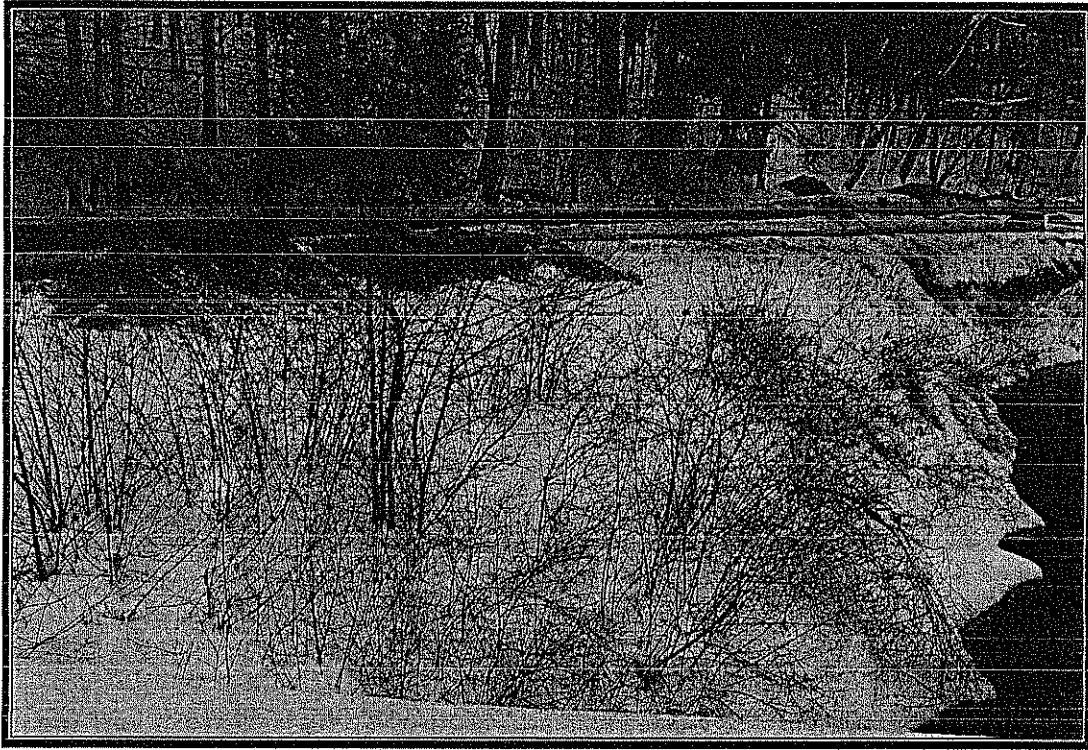


A view east of the old Boston and Maine RR bridge taken from the northern subject parcel.

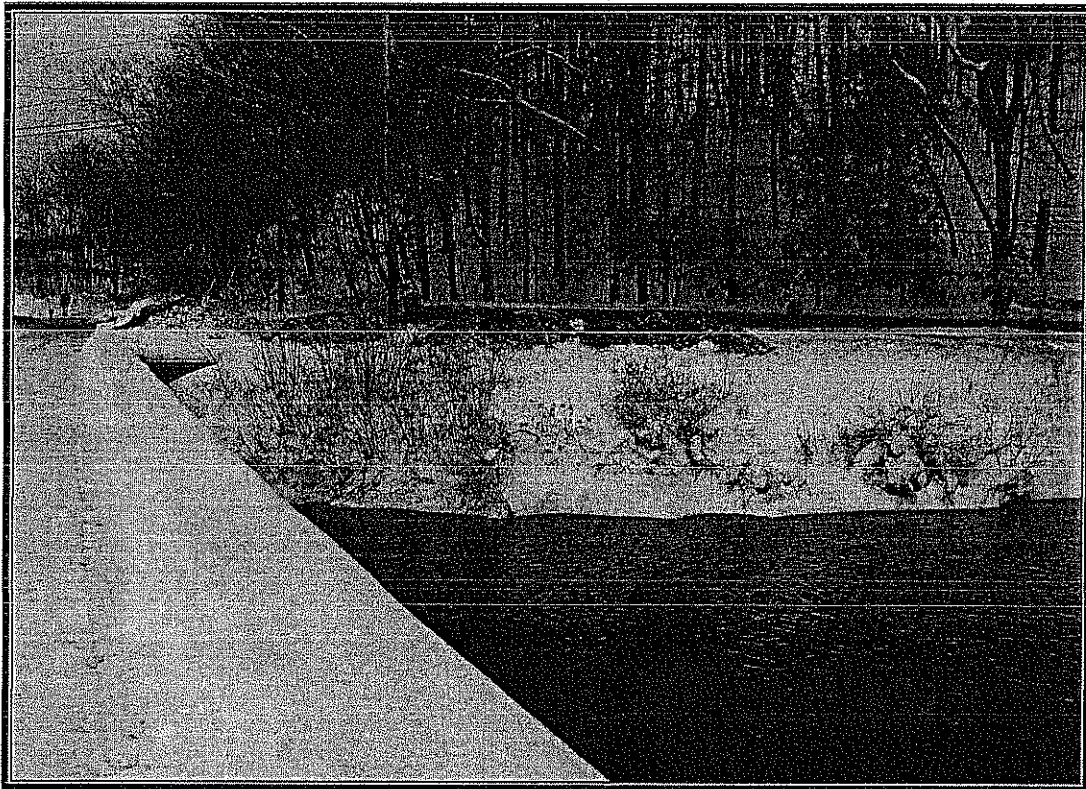


Looking southwest from the middle of the level area of the northern subject parcel.

SUBJECT PHOTOGRAPHS



A view northeast of the small 0.1 acre southern parcel. Photo taken from the Boston & Maine RR bridge.

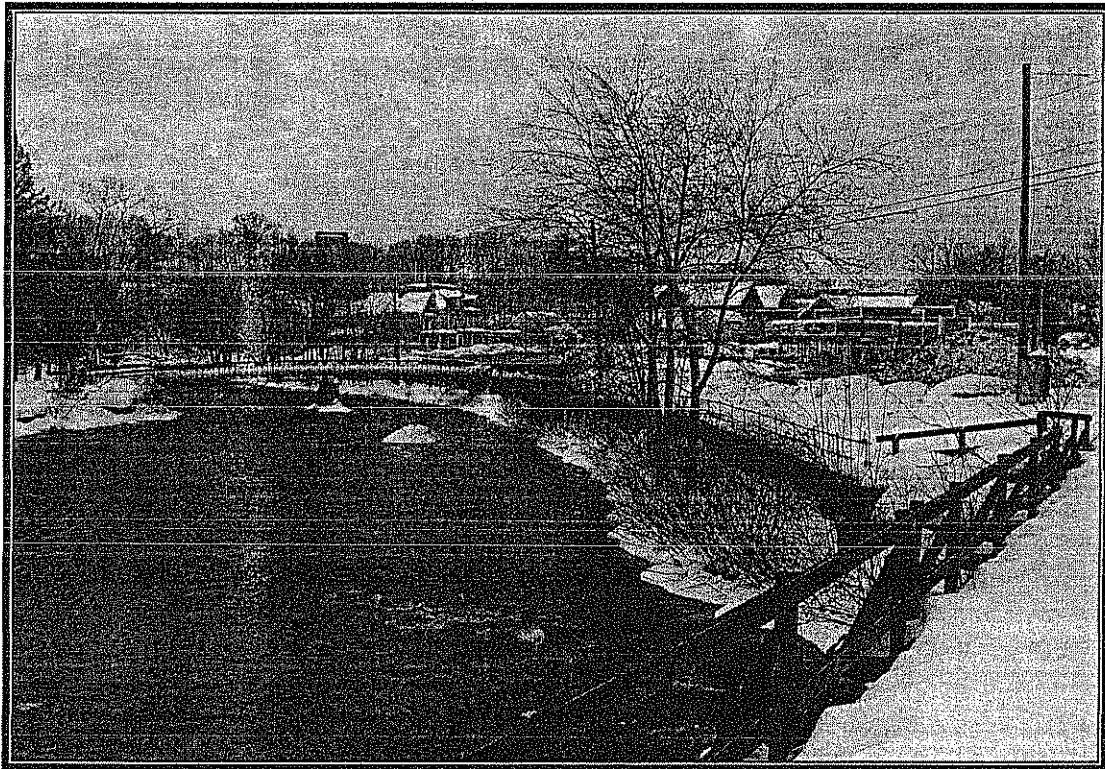


View similar to above photograph taken from farther out on RR bridge.

SUBJECT PHOTOGRAPHS

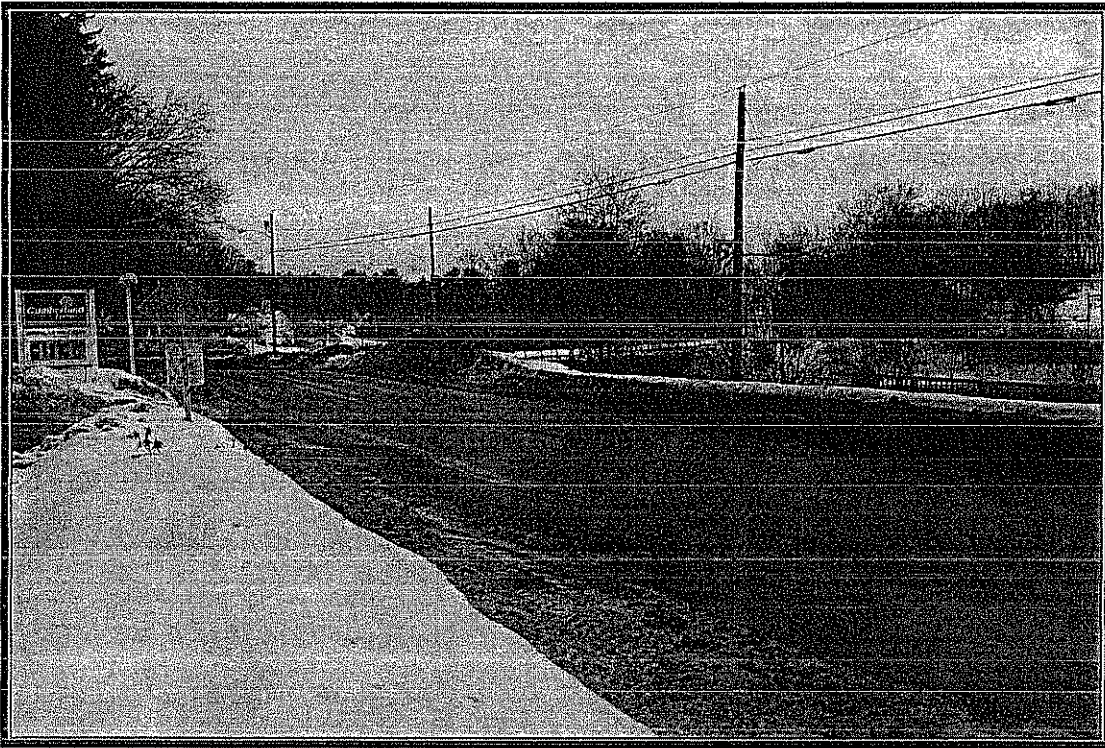


View similar to the two previous photographs showing Cumberland Farms in background at left.

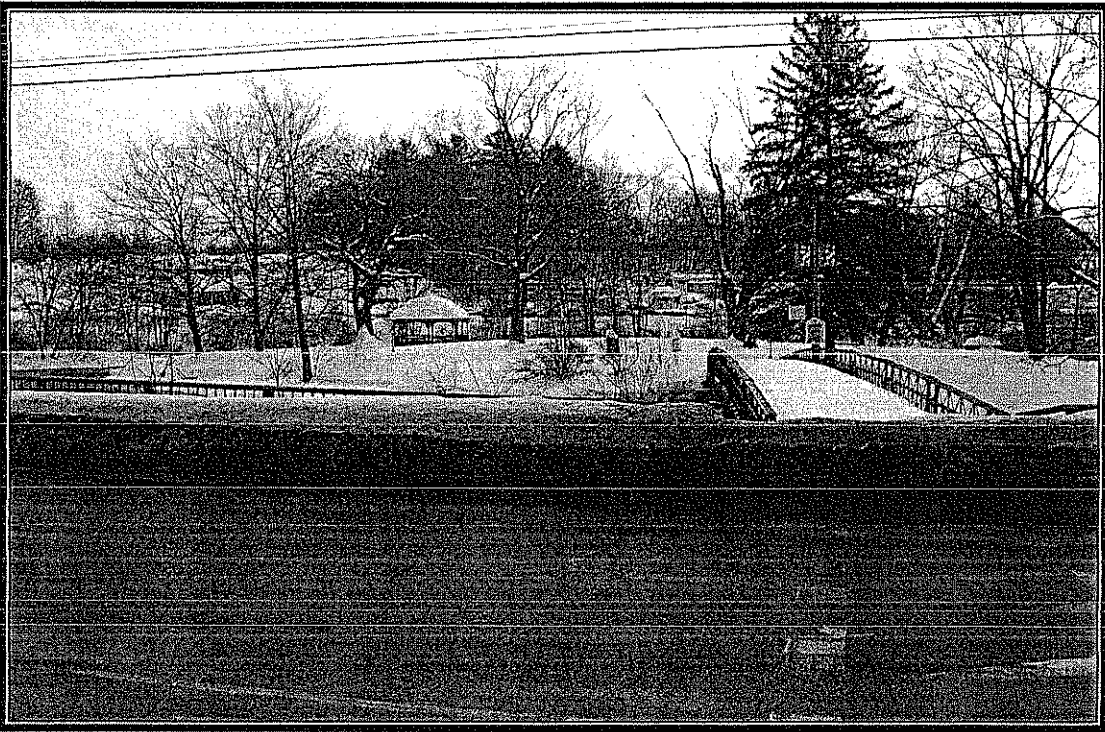


View similar to previous photograph looking more southerly.

SUBJECT PHOTOGRAPHS



Looking northeast from Cumberland Farms. Southern parcel is located near the RR markers and bridge on right.



A view across Main Street taken from Cumberland Farms showing the pedestrian bridge and Tilton Island Park gazebo.

Highest and Best Use: As set forth earlier in this report, a conservation easement and a highway easement will be required as a condition of title transfer for the two subject parcels. The use of the two parcels will be restricted by these encumbrances and also the regulatory constraints as set forth by the Comprehensive Shoreland Protection Act and local zoning setbacks for wetlands. Even without considering these legal constraints, the northern parcel would have poor stand-alone utility because of its very irregular shape. The southern parcel's utility is near zero. It would be difficult to show the contributory value of the subject parcels to an abutter in this market considering the restrictions that will be placed on the subject parcels.

Therefore, the value of the parcels will be estimated as open, surplus land that might be used for conservation and/or recreational purposes. The two parcels do not have an "economic" *Highest and Best Use*, either separately or together. The Town of Tilton is the most likely buyer and has expressed interest in purchasing the two parcels for conservation/recreation use. Often, parcels such as the subject are purchased for conservation purposes, open space and/or for buffers. Therefore, its *Highest and Best Use* is considered as supplemental land for conservation/recreational use.

Appraisal Procedures Used: In order to accurately determine what are the best appraisal methods to apply in order to estimate an opinion of value for the subject, the Cost Approach, Income Approach, and Sales Comparison Approach were considered. The Cost Approach and the Income Approach are discarded because the land is being valued as vacant with no improvements considered.

The sales comparison approach will be used in this report in order to estimate the value of the area of the proposed easement. I have searched for and compiled comparable sales of vacant, open space, recreation, conservation, and/or agricultural properties in the towns of Tilton, Northfield, Laconia, and Sanbornton and have analyzed them in order to estimate the value of the subject parcels.

The subject parcels are a unique circumstance and true comparable sales are simply nonexistent in the marketplace. Sales of parcels in the town of Northfield were found that had diminished utility by the fact that they were not buildable or, as in the case of *Sale #4*, were buildable but there was a major negative external feature (proximity to a motorcycle race track).

Sale #1 represents the sale of two abutting parcels consisting of 5.82 acres and 5.92 acres in size about ¼ mile down a Class VI woods road. The buyer was looking for recreational land and not necessarily a buildable lot.

Sale #2 is the sale of the combined undivided interests of five siblings selling their interests in an 11 acre parcel that has frontage along the Merrimack River with no other access. The buyer owns abutting land, therefore his motivation is not typical. Nevertheless, the sale reflects the price paid for land with minimal utility.

Similarly, *Sale #3* is also a sale of raw land useful only for recreation/conservation purposes.

Sale #4 represents a buildable lot and therefore, is better than the other sales and the subject parcels, although the proximity to a racetrack is a negative feature, as discussed above.

The comparative analysis is on a parcel-to-parcel, whole-price basis.

Sales Comparison Approach: The sales analysis is based on the elements of comparison. The adjustments in this comparative analysis are intended to reflect those conditions that the buyers and sellers consider important and are present in various degrees in one or more of the comparables. The elements of comparison include the following:

Property Rights Conveyed: The adjustment for property rights conveyed is a critical adjustment since it attempts to equalize the value basis between the comparable sales and the subject property. If the property rights conveyed differ from those valued for the subject, the comparable land sale must

be adjusted for this factor before any other adjustments can be applied. All sales involved the transfer of the fee-simple interest while the subject parcels are being appraised as encumbered. This aspect of the subject parcels and the sales is considered when discussing each sale.

Financing: The adjustment for the type of financing is necessary because it could have an impact on the price, especially if the grantor is directly involved in a non-market financing arrangement. There were no concessions or favorable financing influencing the comparable sale prices and no adjustments were made.

Conditions of Sale: An adjustment for conditions of sale is required when circumstances surrounding a transaction are unusual to the market and may have influenced the price paid. All the sales are "arms length" transactions. No adjustments are required.

Changes in the Marketplace: Often an adjustment for market trends is necessary to account for the changes in the market conditions between the date of the sale and the date of the appraisal. An analysis of sales and discussions with town officials, area real estate brokers, as well as research of available data compiling services (NNEREN-MLS), and recorded sales as reported by Real Data Corporation, lead to the conclusion that, overall, the local market has exhibited a significant decline in prices over the past two years, particularly in the residential sectors.

However, in the case of the subject parcels, it is not likely that land would be greatly influenced by the same changes in the market that affect the overall market.

Therefore, no adjustments are made to the comparable sales for changes in the marketplace.

Location/Zoning: This category is considered in the analysis to recognize the different locations of the sales in comparison to the subject parcels. It is a composite category that reflects such influences on value as traffic counts, the nature of neighborhood, convenient access to services and highways, and overall appeal. Conservation land represents such a small subset of the overall real estate market that the influence of location and zoning is not as critical an influence as it would be for parcels that have residential or commercial use. However, some consideration is given in the analysis for the fact that the subject parcels are easily accessible being located near the center of Tilton along a major road.

Physical Characteristics/Size/Features: This composite of characteristics would normally address the consideration a buyer places on the amount of road frontage, and other factors including size, access, exposure/visibility, utilities, topography, shape, soil conditions, and other pertinent natural features. In the case at hand and with regard to vacant land that is purchased and used for recreational/conservation purposes, the price paid is less a function of its utility than it would be in the typical residential or commercial market. Access is most likely the most important feature, since the land might be timberland, agricultural, and/or used for recreation, hunting and fishing.

All the sales except for *Sale #4* are much larger than the subject parcels, and therefore consideration should be made for size. In *Sales #2* and *#3* however, this feature is offset by each sale having difficult, or no access.

Sale #4 is the most similar in size to the subject, however it is a residential lot and the subject is not.

The comparable land sales are summarized as follows:

Land Sale #1: 368 Pollyham Road, Northfield, NH. This sale represents two abutting lots 5.82 and 5.92 acres in size about 3½ miles south of the subject parcels (Drew E. Dubia to Philip & Tracy Comtois, Book 3225, Page 1010 in the Merrimack County Registry of Deeds). The selling price was \$14,500 and it sold fairly recently on 11/23/2010.

The buyers are from Connecticut and were interested in a getaway and a place to camp. They do not intend to build on the parcels at this time. The property is located on a Class VI Road more than ¼ off a town maintained road. The two abutting lots are mostly level, have some timber and have much appeal for the buyers, including the privacy that the location provides.

This parcel is not encumbered by easements, as the subject parcels will be, is marginally buildable with Class VI road frontage, and is much larger than the subject. In these respects it is superior. However, some consideration must be given to the fact the subject is near the center of the Town of Tilton and is readily accessible with major highway frontage. Overall, this sale is considered slightly inferior on a whole price, parcel-to-parcel basis, given the subject's location, traffic exposure, and river frontage.

Land Sale #2: Near Stevens Road, Northfield, NH. This is a roughly rectangular lot 11 acres in size with approximately 600' of frontage along the Merrimack River and located approximately 4 miles southwest of the subject parcels. This parcel is landlocked having no access (except by river) and, therefore, is unbuildable. The property was held jointly by five siblings, each owning a one fifth undivided interest. Over a period of about two years an abutting owner purchased complete interest in the parcel (5 purchases for \$7,000 each, or \$35,000 total). The acquisition provides the buyer with closer access, however the larger parcel still remains landlocked. One of these transactions of one-fifth undivided interest is the sale on 10/27/08 of Pennyroyal Holdings, LLC to Martin C. Smith, Jr. (Book 3083, Page 1379 in the Merrimack County Registry of Deeds). As in the case of *Sale #1*, the fee simple interest transferred is considered superior to the encumbered interest that the subject represents. Although this lot has river frontage and is similar to the subject in that respect, the remote location and topography that is about ¼ wet offsets these features somewhat. Also, the buyer is an abutter who is motivated by the potential better access that the sale provides.

After weighing all these factors and features, the price paid is considered substantially higher than what would be the indicated price for the subject parcels, especially considering differences in size and the motivation of the buyer.

Land Sale #3: Off Rangeway Road, Tilton, NH. This 9± acre lot is roughly rectangular and very narrow in shape (2,873' x approximately 200' wide). Although the land is zoned residential, access is very difficult through a conservation zone and off a private right-of-way. The parcel is located approximately 3 miles south of the subject parcels, geographically. It sold on 10/02/08 for \$10,000 (James W. & Jill E. Knowlton to Evelyn M. Martin, Book 3090, Page 1093, in the Merrimack County Registry of Deeds).

Described as "raw land" by the buyer, the parcel offers very little utility in the near term other than a possible small amount of timber that could be harvested.

This sale is similar to *Sale #1* & *Sale #2* by the fact that the title to the real estate is in fee simple, unencumbered by any other interest. This is different than the subject parcels that will be encumbered with conservation easements and a highway easement among other restrictions, as mentioned. In this regard the parcel is superior. However, the difficult access and remote location are inferior features. Considering the low utility of the parcel because of its odd shape, it may be more similar to the subject than the two previous sales.

When comparing this sale to the subject and emphasizing the subject's river frontage and better location, a value above \$10,000 is likely.

Land Sale #4: Ski Hill Drive, Northfield, NH. This 0.94 acre parcel is located approximately 2½ miles south of the subject parcels off Bean Hill Road. It sold fairly recently on 11/15/10 for \$20,000. (Gerald D. Thompson to David Weagle, Book 3226, Page 237 in the Merrimack County Registry of Deeds). The parcel is irregular in shape with over 159' of frontage on Ski Hill Drive.

The lot is a buildable residential lot with good access. The primary negative feature is that it is directly exposed to a motorcycle racetrack. The listing agent indicated that, as such, there was limited appeal, although a buyer interested in motorcycle racing purchased the lot.

This parcel is unencumbered and being a buildable residential lot is considered much superior to the subject parcels. It offers a rough indicator of prices paid for residential land with limited appeal or utility other than for conservation or recreational purposes.

The four land sales are summarized below.

SUMMARY OF COMPARABLE LAND SALES

Sale #:	<u>#1</u>	<u>#2</u>	<u>#3</u>	<u>#4</u>
Address	368 Pollyham Rd. Northfield, NH	Merrimack River Northfield, NH	Rangeway Rd. Northfield, NH	Ski Hill Rd. Northfield, NH
Price:	\$14,500	\$35,000	\$10,000	\$20,000
Date of Sale:	11/10	06-08	11/08	12/10
Land Area:	2 Adjoining Parcels (5.92 Ac & 5.87 Ac)	11 Ac	9 Ac	0.94 Ac
Rights, Financing, Conditions:		5 siblings each sold undivided interest to abutter for \$7,000 ea.		
Location/Size/ Features	Class VI Rd.	No access Conservation land	Backland, Very Narrow	Buildable Next to race track

Mean Price of Parcels = \$19,875

Additional Land Sale: Pine Island Road, Wakefield, NH. This is the sale of an unbuildable 0.13 acre lot with 80' of frontage on Batch Pond. It is an older sale, selling on 7/06/05 and is distant from the subject parcels, however the sale gives a general indication of prices for real estate with recreational use, only. The listing agent stated that the appeal was for bass fishermen to keep their boats since the location could accommodate a dock. The area is noted for good fishing. The parcel sold for \$16,500 (June Lisbeth Olimpo to Carlton & Ann Marie Cathcart, Book 2434, Page 524 in the Carroll County Registry of Deeds).

This sale is similar to the subject's situation except that use is restricted by regulation and not by deed, as is the case with the subject. On a whole price, parcel-to-parcel basis it may be slightly better than the subject for these reasons. However, being an older sale its reliability as an indicator of price comes into question.

A Test of Reasonableness: Prices paid for easement rights, parking spaces, and several boundary adjustments are a test of reasonableness for what represents less than full fee simple estate, or less than maximum utility in real estate. In the table below are 7 such transactions listed with descriptions of the rights purchased. The subject parcels will be "burdened," or encumbered, with a dominant easement that is the conservation easement to be placed on them by the seller, in this case the State of NH. Represented below are several easements that were sold by the fee estate holder and are they different from the case of the subject in that sense. Nevertheless, they give some indication of prices paid for what represent less than the full "bundle of rights" in a parcel of land.

The easement and boundary adjustment transactions are summarized below and followed by the *Reconciliation*.

TRANSACTIONS OF EASEMENTS, BOUNDARY ADJUSTMENTS, AND LAND PROVIDING ACCESS

	LOCATION	SELLER	BUYER	TYPE	DATE	PRICE
#1	Laconia	Millham	Thibeault	Rights to use 4 parking spaces	12/22/06	\$5,000
#2	Laconia	Callahan	Sheldon Corp.	Access to water	12/05/07	\$5,600
#3	Laconia	Gould	Favazza	Access Easement	9/17/08	\$5,333
#4	Laconia	Harrington	Converse	0.38 Ac Boundary Adjustment	10/20/08	\$3,000
#5	Tilton	Akwa Vista	Sagar	2,883 sf boundary adjustment providing water access	10/17/08	\$10,000
#6	Tilton	Properties, Inc.	Two Frontage Road, LLC	3,440 sf Right and Easement Ingress/Egress to residence	5/13/09	\$12,600
#7	Tilton	Dahlfred	Surowiec	2.77 Ac Boundary Adjustment	6/08/06	\$8,100

Reconciliation: There were no true comparable sales for the two subject parcels. The sales chosen exhibit some features or characteristics that exist in the subject parcels, however no sale combines the unique situation analyzed herein where there are regulatory restrictions as well as easements that burden the property. Also, three of the four sales are much larger than the subject parcels combined. Although *Sale #4* is similar in size, it is considered much better, since it is a buildable lot of record. *Sale #4* is a recent sale that sold in December of 2010 for \$20,000. As a buildable lot, the subject parcels would tend to have a value below \$20,000.

Similarly, the transactions of *Easements, Boundary Adjustments, and Land Providing Access* represent only rough guides to what might be indicators for price paid for the subject parcels. Using these transactions for comparison to the subject parcels where there will be public access provided to the Winnepesaukee River and limited recreational use offers some indication of value. Prices paid for the rights that these seven transactions represent range from \$3,000 for a boundary adjustment to \$12,600 for access to an existing residence.

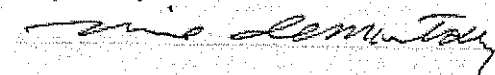
On a whole price per parcel basis, a good indicator of the price for the subject parcels could be considered a price somewhere between the highest price paid (\$12,500) for an access easement, only, and the mean average of the four comparable sales (\$19,875). Therefore, a lower mid-range estimate of value near \$16,000 and close to the price paid for the *Additional Land Sale* in Wakefield, NH (\$16,500) is considered reasonable.

In conclusion, the estimated market value of the subject parcels in fee simple subject to easements described herein at 190-223 East Main Street, Tilton, NH as of February 7, 2011 is:

\$16,000

SIXTEEN THOUSAND DOLLARS

Respectfully Submitted:



Mike deMartelly
Staff Appraiser
NHDOT

April 7, 2011
Date

Underlying Assumptions, Extraordinary Assumptions, And Limiting Conditions:

Underlying Assumptions

- ♦ all maps, plans, and photographs used are reliable and correct.
- ♦ broker and assessor information is reliable and correct;
- ♦ there are no encumbrances or mortgages other than those reported in the abstracts;
- ♦ information from all sources is reliable and correct unless otherwise stated;
- ♦ all personal property is excluded; and

Limiting Conditions

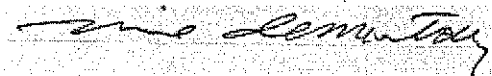
- ♦ I have relied upon the legal interpretations of others and have assumed their decisions are correct and valid. I have also relied upon the abstracts of title and other legal information available and take no responsibility for their correctness.
- ♦ Sketches in this report are included to assist the reader in visualizing the property. I have not performed a survey of the property or any of the sales, and do not assume responsibility in these matters.
- ♦ There are no hidden or unapparent conditions on the property, in the subsoil (including hazardous waste or ground water contamination), or within any of the structures that would render the property more or less valuable. I assume no responsibility for any of these conditions or the engineering that may be required to discover or correct them. If any contamination is found on the subject, this report becomes null and void.
- ♦ This appraisal is made based on a Boundary Survey of the subject property by Paul M. Darbyshire, Licensed Land Surveyor, of Gilmanton, NH showing the metes and bounds of the subject parcels. Any changes, additions, discrepancies, and / or revisions to any of the information provided to me subsequent to the date of this appraisal, may require an updated or new appraisal report.
- ♦ Possession of this report (or a copy) does not carry with it the right of publication. It may not be used for any purpose other than by the party to whom it is addressed without the written consent of the State of New Hampshire and in any event only with the proper, written qualification and only in its entirety. Neither all nor any part of the contents (or copy) shall be conveyed to the public through advertising, public relations, news, sales, or any other media without written consent and approval of the State of New Hampshire.
- ♦ Acceptance and / or use of this report constitutes acceptance of the foregoing underlying limiting conditions and underlying assumptions.

CERTIFICATE

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 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 Uniform Standards of Professional Appraisal Practice.
- I have made a personal inspection of the interior and exterior of the property that is the subject of this report.
- Barry W. Moore, MAI, provided significant real property appraisal assistance to me.
- Based on the appraisal summarized herein, my opinion of market value of the fee simple interest in the subject parcels as of the effective date of this analysis, February 7, 2011, is \$16,000.

Respectfully Submitted,



Mike deMartelly
Staff Appraiser
Bureau of Right-of-Way
NHDOT

April 7, 2011
Date

QUALIFICATIONS OF APPRAISER

Present Position	July 2006 – April 2011	Appraiser II, Bureau of ROW, NHDOT
Previous Position	January 2003 – June 2006	Chief ROW Agent & Bureau of Right-of-Way, Title VI Liaison NHDOT
Appraisal Experience	November 2001- January 2003	Appraiser II Bureau of ROW, NHDOT
	March 2000 - November 2001	Appraiser I Bureau of ROW, NHDOT
Related Experience	February 1995-March 2000	Realtor-Shamrock Real Estate Winchester, NH.
	1979 – 1995	Builder/Contractor, primarily residential construction
Present Affiliations	N.H. Real Estate License #046322, N.H. Real Estate Commission (Inactive Status)	
Previous Affiliations	Member of the Monadnock Board of Realtors, The N.H. Assoc.- of Realtors, The National Association of Realtors, Monadnock Region Board of Realtors, Professional Standards Committee, member, 1996. International Right-of-Way Association, Membership # 7407	
Appraisal Courses	<p>Appraisal Institute, Course 110, 10/27/00 <i>Introduction to Real Estate Appraising</i></p> <p>Appraisal Institute, Course 120, 4/02/01 <i>Appraisal Procedures</i></p> <p>International Right-of-Way Association (IRWA) Course 401 <i>Appraisal of Partial Acquisitions</i></p> <p>JMB Real Estate Academy, Inc., <i>Uniform Standards of Professional Appraisal Practice</i> 15 hour course, 12/05/01</p> <p>Appraisal Institute, Course SE710, 9/17/02, <i>Condemnation Appraising: Basic Principals & Applications</i></p> <p>Appraisal Institute, Course SE720, 9/19/02 <i>Condemnation Appraising, Advanced Topics and Applications</i></p> <p>Federal Highway Administration, Course# FHWA-NHI-141043, <i>Appraisal for Federal Highway Aid</i>, 9/11&12/07</p> <p>Federal Highway Administration, Course # FHWA-HI 41044, <i>Appraisal Review for Federal-Aid Hwy</i> 9/13/07</p> <p>University of Southern Maine, <i>National USPAP</i> 7 – Hour Course, 10/19/07</p>	

Seminar - National Business Institute
Getting Successful Results in New Hampshire Eminent Domain Actions 5/1/02

Seminar - Lincoln Land Institute, 5/4/00
The Appraisal of Conservation Easements

Seminar - Lorman Education Services 4/20/04
Law of Easements: Legal Issues and Practical Considerations

Seminar - National Business Institute 4/10/03
Road and Access Law in New Hampshire

Seminar - National Business Institute Feb. '06
Property Taking Through Eminent Domain

Seminar - NH Society for the Protection of Forests
 April '06. *Conservation Easement Applications for Real Estate Professionals*

Seminar - Appraisal Institute 12/7&8/06
Uniform Appraisal Standards for Federal Land Acquisition

IRWA Course 403, 8/26/04
Easement Valuation

IRWA Course 902
Property Descriptions

IRWA Course 800, 8/10&11/05
Principles of Real Estate Law

IRWA Course 802, 5/22/06
Legal Aspects of Easements

IRWA Course 803, 5/23,24/06
Eminent Domain Law

IRWA Course 901, 6/21/06
Engineering Plan Development and Application

Education

2006 - International Right-of-Way Association, Torrance
 California, Qualified, Certified Negotiations/Acquisition Designation (R/W - NAC)

1994 - N.H. Real Estate Licensing Course, Keene State College
 Keene, New Hampshire

1968 - B.A. Economics, University of Michigan, Ann Arbor, Mi.

1967 - Michigan State University, East Lansing, Michigan
 Economics, U.S. History (Honors Program)

1961 -1964 Mount Hermon School, Mount Hermon, Mass.

ADDENDUM

View Towns | Help | Log Out

Searches

Info

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Town of Tilton, NH

Parcel ID: 000005 000001 00000A

Owner: TILTON, TOWN OF

Location: 223 E MAIN STREET

Acres: 0.100

General
Land
Building
Sketch
Photo
Features
Sales

Valuation		Listing History		Districts	
		List Date	Listed	District	% in Dist.
Building Value:	\$0				
Land Value:	\$6,100	09/08/2005	DP-1	FIRE DISTRICT	100
Features Value:	\$0			T-N WATER DIST	000
				LOCHMERE VILLAGE	000
Card Value:	\$6,100				
Parcel Value:	\$6,100				

Notes: NON BUILT WETLANDS

History Of Taxable Values

Year	Building	Features	Land	Total Taxable
2010	\$0	\$0	\$6,100	\$6,100
2009	\$0	\$0	\$6,100	\$6,100
2008	\$0	\$0	\$6,000	\$6,000

Avitar Associates of New England, Inc. Data is provided by the Town of Tilton

View Towns Help Dig Out

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Parcel ID: 000U04 000072 000000

Owner: TILTON, TOWN OF

Location: 190 E MAIN STREET

Acres: 0.940

General Land Building Sketch Photo Features Sales

Valuation

Listing History

Districts

Building Value: \$0

Land Value: \$35,800

Features Value: \$0

Card Value: \$35,800

Parcel Value: \$35,800

Dist: 06/07/2005 OG L

Dist: FIRE DISTRICT

Dist: T-N WATER DIST

Dist: LOCHMERE VILLAGE

% In Dist: 100

% In Dist: 000

% In Dist: 000

Notes: TILTON'S FARMERS MARKET, HALF OF LOT IS WET LANDS; HAS TEMP STRUCTURES-NV;

History Of Taxable Values

Tax Year

Building

Features

Land

Total Taxable

2010

2009

2008

\$0

\$0

\$0

\$35,800

\$35,800

\$5,100

\$35,800

\$35,800

\$5,100

Avitar Associates of New England, Inc. Data access provided by the Town of Tilton

Know All Men by These Presents.

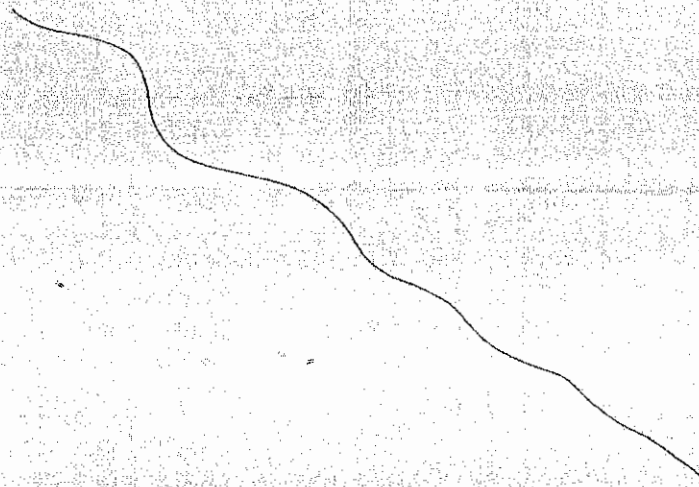
THAT, I, Lillian H. Tilton of Laconia, County of Belknap and State of New Hampshire,

for and in consideration of the sum of one dollar and other valuable consideration to me in hand before the delivery hereof, well and truly paid by the ~~Town of~~ ~~State of New Hampshire~~, the receipt whereof I 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 ~~Town of~~ ^{State of} New Hampshire it and its successors and assigns forever;

A parcel of land located in the Town of Tilton on the southerly side of the road leading from Tilton to Laconia and described as follows:

Beginning at a point in the southerly right-of-way line of the road leading from Tilton to Laconia, said point being directly opposite Station 11 + 80.8, as shown on a Plan of Tilton Trunk Line Reconstruction Project #1,460 in the Records of the New Hampshire State Highway Department; thence southerly to the bank of the Winnepesaukee River; thence westerly with the bank of said river to the Boston and Maine Railroad right-of-way line; thence westerly with said railroad right-of-way to the easterly right-of-way line of the road leading from Tilton to Laconia; thence northwesterly with said easterly right-of-way line to the point of beginning.

Saving and reserving all rights of flowage and the right to maintain any existing structures or walls and the right to enter and repair same.



~~And the Grantor does hereby coveant to the Town of~~ ~~and the State of~~
~~New Hampshire the right to erect and construct upon the slopes and embankments beyond the limits of the~~
~~land hereby conveyed as well as the necessity to construct slopes and embankments on such slopes and embankments~~
~~land hereby conveyed as well as the necessity to construct slopes and embankments on such slopes and embankments~~
~~land hereby conveyed as well as the necessity to construct slopes and embankments on such slopes and embankments~~
of highway construction; hereby releasing to the Town of Tilton and the State of New
Hampshire any and all claims to damage arising from or incidental to the altering, widening, draining
and improving of the road and the location thereof in, over and upon the original highway and the land
hereby conveyed and the land over which the aforesaid slopes and embankments extend.

TO HAVE AND TO HOLD the said granted premises, with all the privileges and appurtenances to the
same belonging, to it the said ~~Town of New Hampshire~~ ^{State of New Hampshire}, it and its successors and assigns, to it and their
only use and benefit forever. And I, the said Lillian H. Tilton
and my heirs, executors and administrators do hereby covenant, grant and agree, to and with the said
~~Town of New Hampshire~~ ^{State of New Hampshire} it and its successors and assigns, that until the delivery hereof I am
the lawful owner of the said premises, and am seized and possessed thereof in my own right in fee
simple; and have full power and lawful authority to grant and convey the same in manner aforesaid; that
the premises are free and clear from all and every incumbrance whatsoever; and that I and my
heirs, executors and administrators, shall and will WARRANT and DEFEND the same to the said ~~Town of~~
State of New Hampshire it and its successors and assigns, against the lawful claims and demands of any
person or persons whomsoever.

And I, Elmer S. Tilton, husband of the said Lillian H. Tilton in
consideration aforesaid, do hereby relinquish my right of curtesy in the before-mentioned
premises.

And we, the said Lillian H. Tilton and Elmer S. Tilton
for the consideration aforesaid, do hereby grant, discharge and release unto the said grantee and its successors
and assigns ~~the~~ all right of Homestead in the above described premises.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 27th
day of October in the year of our Lord, 1939.

Signed, sealed and delivered
in the presence of:

Frank P. Tilton

Lillian H. Tilton
Elmer S. Tilton



STATE OF NEW HAMPSHIRE, Belknap SS. October 27, A. D. 1939.

Personally appeared the above-named Lillian H. Tilton and Elmer S. Tilton

and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

Frank P. Tilton
Justice of the Peace—Notary Public.

My commission expires _____

STATE OF NEW HAMPSHIRE
INTER-DEPARTMENT COMMUNICATION

FROM: *RW* Ronald Woods
Title Abstractor

DATE: December 9, 2009

SUBJECT: Title Opinion
Tilton Tax Map U-5, Lot 1A
Tax Map U-4, Lot 72

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

TO: Phillip J. Miles
Chief of Property Management

Please find attached my research, chain of title, and the appropriate deeds concerning two tracts identified as Tax Map U-5, Lot 1A and Tax Map U-4, Lot 72 in the Town of Tilton.

The State of New Hampshire purchased a tract of land located on East Main Street, Tilton, NH, in 1939 for Project #1460. This tract is described in a Warranty Deed given by Lillian H. Tilton and recorded at Belknap County Registry of Deeds in Book 256, Page 96. The grantor reserved the flowage rights associated with a nearby dam along with the right to maintain structures on the tract being sold.

This tract of land, now owned by the State along with two others, was excepted and reserved through five property transfers of the dam property and associated flowage rights.

The flowage rights reserved by the grantor in Deeds Bk 256, Pg 96 were transferred to various owners from 1939 to 1956, but the fee interest in the land remained with the State of New Hampshire.

In 1956 the dam and the associated land and flowage rights were purchased by Charles Cooper Company, Inc. (see Bk 369, Pg 431 BCRD). The description contained in the deed clearly excepts and reserves three tracts, one being the State tract described in Book 256, Pg 96.

The Charles Cooper Company, Inc. failed to pay the Town of Tilton taxes for three successive years resulting in the Town taking ownership in 1960.

The description of what the Town acquired was:

"Tract of land in Tilton taxed to Worcester Corp. in 1955 and taxed to Charles Cooper Company, Inc. in 1956, 1957, and 1958. 1/2 dam land near dam East Main Street formerly the property of Acme Knitting Machine & Needle Co." (NOTE: 1/2 dam because the other 1/2 lies in the Town of Northfield.)

This description is OK, but when the Town of Tilton decides to sell the dam and associated rights, it uses the description of the tract sold to the State of New Hampshire in 1939. This was clearly a mistake.

This description survived until 1988 when the dam property was purchased by Ronald Martin (Bk 1055, Pg 767 BCRD).

Mr. Martin failed to pay taxes and the Town acquired the property now being described as Tax Map U-5, Lot 1A (0.10 acre) and Tax Map U-4, Lot 72 (0.94 acre).

j:\land files\2009\memo\TiltonTitleOpinion\20909.doc

As you can see by the attached Chain of Title, the two lots went back to Mr. Martin. He sold them and then reacquired them in 2007.

Ronald Martin sold two tracts, Tax Map U-5, Lot 1A and Tax Map U-4, Lot 72, back to the Town in 2009. (See Deeds Bk 2557, Pg 142 and Bk 2557, Pg 144.)

It is my opinion that the property described in the deeds of transfer from 1983 to 2009 is property owned by the State of New Hampshire which was acquired in 1939.

It is interesting to note that the Selectmen's Quitclaim Deeds (Bk 1545, Pg 749 and Bk 1545, Pg 748) contain this clause: "This conveyance is without covenants of any kind or nature." Also interesting is the clause in the present Warranty Deed to the Town of Tilton: "The law office of Stanley H. Robinson has prepared this deed from information provided by the grantor without the benefit of a title search and there is no guarantee except that it has been accurately prepared from that information provided."

It is my opinion that the two tracts, Tax Map U-5, Lot 1A (0.10 acre) and Tax Map U-4, Lot 72 (0.94 acre) belong to the State of New Hampshire and have belonged to the State of New Hampshire since 1939.

Town of Tilton
257 Main Street
Tilton, NH 03276
603.286.4521 Town Hall
603.286.3519 Fax
www.tiltonnh.org



Board of Selectmen
Normand Boudreau
Patricia Consentino
Katherine Dawson
Sandra Plessner
David Wadleigh, Sr.

November 16, 2009

Mr. George N. Campbell, Jr.
Commissioner
NH Department of Transportation
John O. Morton Building - Room 190
7 Hazen Drive
Concord, NH 03302

Dear Commissioner Campbell:

Executive Councilor Ray Burton was kind enough to advise us to contact you directly to resolve a matter of the utmost importance to the citizens and taxpayers of the Town of Tilton. It appears that the Town of Tilton has purchased two parcels of land that also may be owned by the State of New Hampshire.

The parcels are Tilton Tax Map U5 #1 (0.1 acres) and U4#72 (0.94 acres)-maps attached-located between Route 3/11 and the Winnepesaukee River in downtown Tilton. In 2008, the Town issued a cease and desist order to the owner of the property, Mr. Ronald Martin, for being in violation of the Town's zoning ordinance. He was storing and selling heavy operating equipment and parts without obtaining Planning Board site plan review approval. The Town was also very concerned because his operation of outside storage and maintenance of heavy operating equipment was in such close proximity to the river, thus increasing the chance of ground and water pollution from motor oil, gasoline, solvents, etc.

By August of 2008, Mr. Martin put his land up for sale, ceased his operation, and began to remove the vehicles and machinery from the property. The Tilton Conservation Commission began to pursue purchasing the parcel in order to protect the land from future contamination. Following two public hearings to obtain citizen input, the Commission and the Selectmen purchased the property from Mr. Martin in March of 2009. The Commission held two additional public hearings in May and June of 2009 to obtain input on developing a conservation/stewardship plan for the parcel. The main goals were to restore the larger parcel, following the CSPA regulations, and to put the land into an easement to protect it from any further degradation. There were questions about how to best accomplish this. In addition the Conservation Commission contacted archeologist, Brownie Gengras, for information about the property's history. As part of the Commission's stewardship activities, they held a Clean Up Day, attended by volunteers, to help return the parcel to its pristine nature. They also hired a licensed land surveyor, Paul M. Darbyshire Associates, to survey the property and install boundary markers.

Even though the Town had obtained an opinion of title properly indexed for marketable, warranty title, Mr. Darbyshire discovered that in 1937, Lillian H. Tilton sold a parcel with the same description to the State of New Hampshire for one dollar. In 1942, it appears that Lillian Tilton sold property with the same description to Walter Duffy for one dollar. Both deeds were registered at the Belknap County Registry of Deeds on January 17, 1942 at 9:50 a.m.

Before the Town proceeds any further with a stewardship plan, it is imperative that we obtain clear title to the property. We respectfully request that the New Hampshire Department of Transportation take the necessary steps as soon as possible to convey title to the Town of Tilton. We also request that any and all State costs and fees be waived as the Town has acted in good faith. The Tilton taxpayers have already expended a considerable sum of money to purchase the parcel, for the environmental site assessment, legal fees, title search, and licensed surveyor fees. As you are well aware, these are difficult financial times. We are feeling the same budget crunch as the State is.

We look forward to a favorable reply as soon as possible so that Commission can proceed with further cleanup activities, land restoration, and preservation of the site.

If you require any additional information, please contact Chuck Mitchell 286-4268 (or cmitchell@metrocast.net) and Joyce Fulweiler at 286-4521 x101 (townadmin@tiltonnh.org)

Sincerely,


Sel. Katherine D. Dawson, Chairman


Normand Boudreau, Selectman


Patricia Consentino, Selectman




Sandra Plessner


David Wadleigh, Sr.

Tilton Board of Selectmen

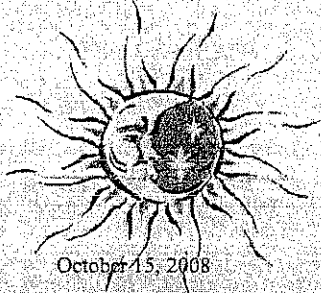
CC: Hon. Raymond S. Burton, Executive Councilor, District #1
Phillip J. Miles, Chief, Bureau of Right of Way, NHDOT

Enclosures: Tilton tax maps
Pictures of the property

 11/17/09
Helen Hanks, Chairman
 11/17/09
Charles Mitchell, Vice Chairman

Tilton Conservation Commission

3 attachments



Blue Moon Environmental, Inc.

PO Box 368, Concord, NH 03302
603/856-6391
bluemoonenv@metrocast.net

October 15, 2008

Eliza Conde
Tilton Conservation Commission
257 Main St.
Tilton, NH 03276

RE: Review of Tax Map U4, Lot 72 (Attachment 1A)

Dear Ms. Conde:

At the request of the Tilton Conservation Commission I have reviewed the above-referenced lot and have generated this assessment of the lot based on the Comprehensive Shoreland Protection Act and other applicable state/local regulations. All methods and procedures used in this report are approximate and not intended to replicate actual field data and/or field survey that would be necessary for site design.

A brief site visit was performed on October 2 to make general observations and take pictures of the site characteristics. A site location map is shown in Attachment 1B. This lot occurs between NH Routes 3 & 11 and the banks of the Winnepesaukee River at a junction with an unnamed perennial stream. A culvert under Route 3/11 outlets this unnamed perennial stream onto the parcel. The lot is mostly level from the edge of pavement to the top of bank. The approximate line for the top of bank is shown in Attachment 2A (aerial photo from YellowPages.com). Per NHDES wetland rules, all surface waters are jurisdictional to the top of bank. The banks are fairly steep and vegetated with a variety of shrubs and emergents. Most of the surface of the lot that occurs between the top of bank and edge of pavement is hard-packed fill. There is only 1 tree on this lot that occurs between the top of bank and the edge of pavement.

Approximate distances from the edge of pavement to the top of bank were measured by pacing from the edge of pavement to the top of the culvert where it outlets onto the parcel and from the edge of pavement to the top of bank at the estimated widest extent of the parcel. These two measurements are shown in Attachment 2A. The maximum observed width from edge of pavement to the top of bank was approximately 90'. Attachment 2B shows the approximate flowline of the perennial stream under Routes 3/11 and across the edge of the parcel. This attachment also shows the approximate flowline of the

Winnepesaukee River past the parcel and the Palustrine emergent wetlands that occur between the toe of slope and the River.

At the time of the site visit, 21 photos were taken. The photo point index is shown in Attachment 3 and the photos are in Attachment 4.

The Conservation Commission asked for an assessment of this lot relative to the Comprehensive Shoreland Protection Act and other closely related state/local regulations. An overview of the protected shoreland setback requirements is in Attachment 5 and a summary of the Shoreland standards is in Attachment 6. A set of drawings at a scale of 1:2400 was created to show the approximate limits of the parcel relative to the provisions of the Shoreland Protection Act using GIS data downloaded from the GRANIT website. The actual location and size of the parcel is approximate and was based on interpolation of the tax maps and GIS data. The base drawing in Attachment 7 shows the approximate boundary of the parcel (.94 acres) using the 1998 GRANIT digital orthophotos as the base. Attachment 8 builds on Attachment 7 by adding the hydrography layer for the limits of the Winnepesaukee River and adding a 50' buffer. The assumed reference line is taken from the hydrography layer for these maps. The actual reference line would be based on the ordinary high water mark for the Winnepesaukee River at this segment of the river. Per the Shoreland Protection Act, no primary structures are allowed within the 50' buffer zone. There are currently no structures on this parcel that would be grandfathered under the provisions of the Act. Per the data as shown in Attachment 8, the approximate area of the parcel that falls outside of the 50' protected buffer is 11,192 square feet (.26 acres).

Attachment 9 builds on Attachment 8 by adding the 20' setback requirements for the Town of Tilton. In Attachment 10, the remaining buildable area outside of the 50' protected shoreland buffer and the 20' setbacks for the Town of Tilton is shown in green. The area shown in green is approximately 3,816 square feet (.08 acres). Attachment 11 adds possible extent of wetlands as delineated onscreen using aerial photo images only without field delineation. Attachment 12 adds in the 20' wetland buffer setback as required per the Town of Tilton wetland ordinance.

The approximate extent of remaining buildable area is 3005 square feet and is shown in Attachment 12 as a magenta color.

This analysis is not based on field delineation of any features. Nor does it include the actual surveyed limits of the parcel. In addition, the actual limits of the NHDOT right-of-way along Routes 3/11 has not been addressed and may further limit the remaining area on this parcel. The entire parcel is within the 250' protected shoreland and the 150' protected shoreland of the Winnepesaukee River. Attachment 13 shows the approximate limits of the 150' buffer zone to the River. Per the provisions of the Shoreland Protection Act, the percent impervious area for this cannot be greater than 25% without a waiver. Additional considerations that were not evaluated due to lack of data are those pertaining to the 100-year flood elevation of the Winnepesaukee River. A gaging station is located just downstream from this parcel and assessment of stream gage/stage data should be



Blue Moon Environmental, Inc.
PO Box 368, Concord, NH 03302
603/856-6391

included if this parcel is to be developed. This parcel occurs along an outside bend of the River where erosive currents tend to be higher. All portions of the property below the top of bank appear to be in the floodway of the Winnepesaukee River. Any proposals for this parcel should consider the need to further protect the banks from erosive forces. At the present time they are well vegetated with shrubs such as alder that provide stability to the slopes. In addition, a perennial stream flanks one side of the parcel. The environmental quality of the Winnepesaukee River and the perennial stream would benefit from the addition of riparian vegetation in the form of tree, shrubs and ground cover.

I hope that this report has generated the information that you need in your consideration of this parcel. Please contact me at either 603-856-6391 or 603-724-0412 and/or at bluemoonenv@metrocast.net should you have questions or the need for additional information.

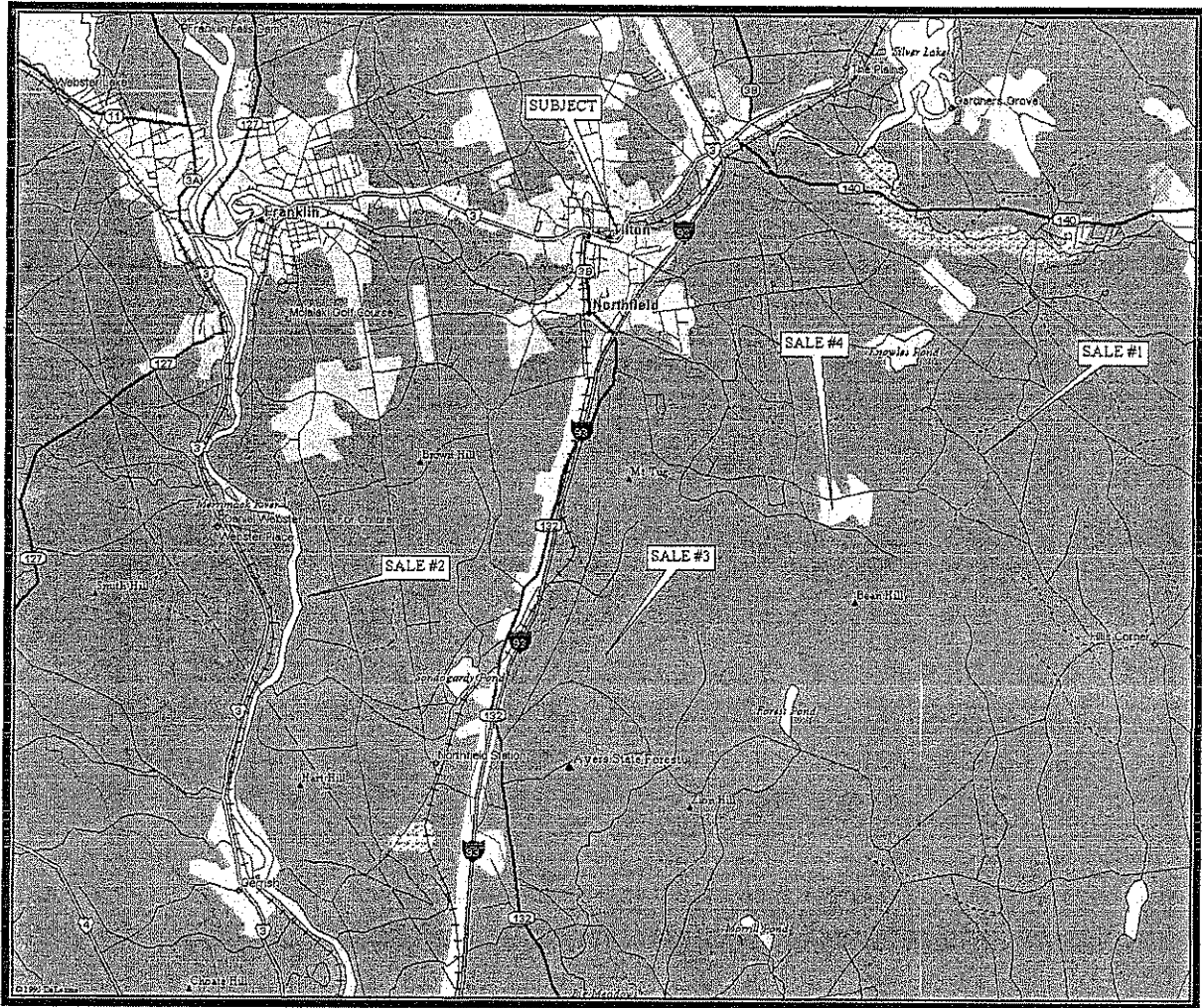
Sincerely,

Nancy B. Rendall
Nancy B. Rendall
Certified Wetland Scientist
Certified Soil Scientist

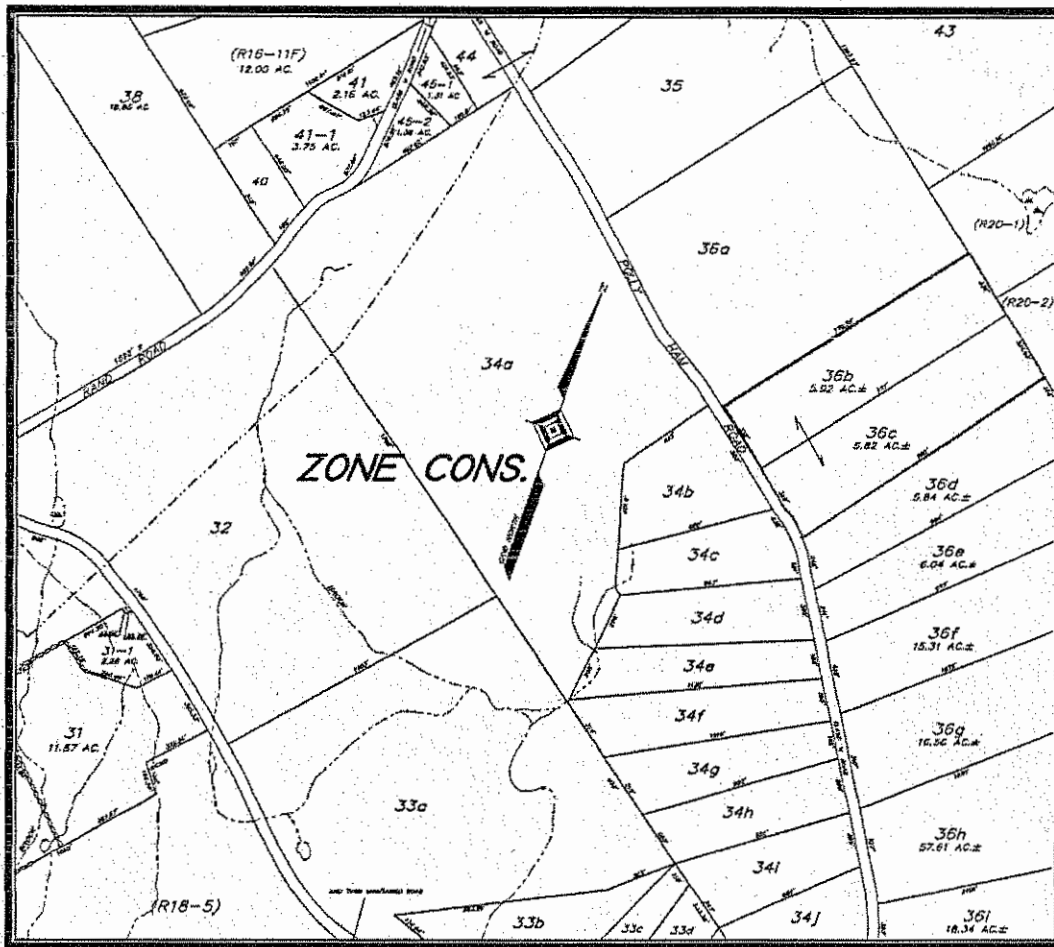


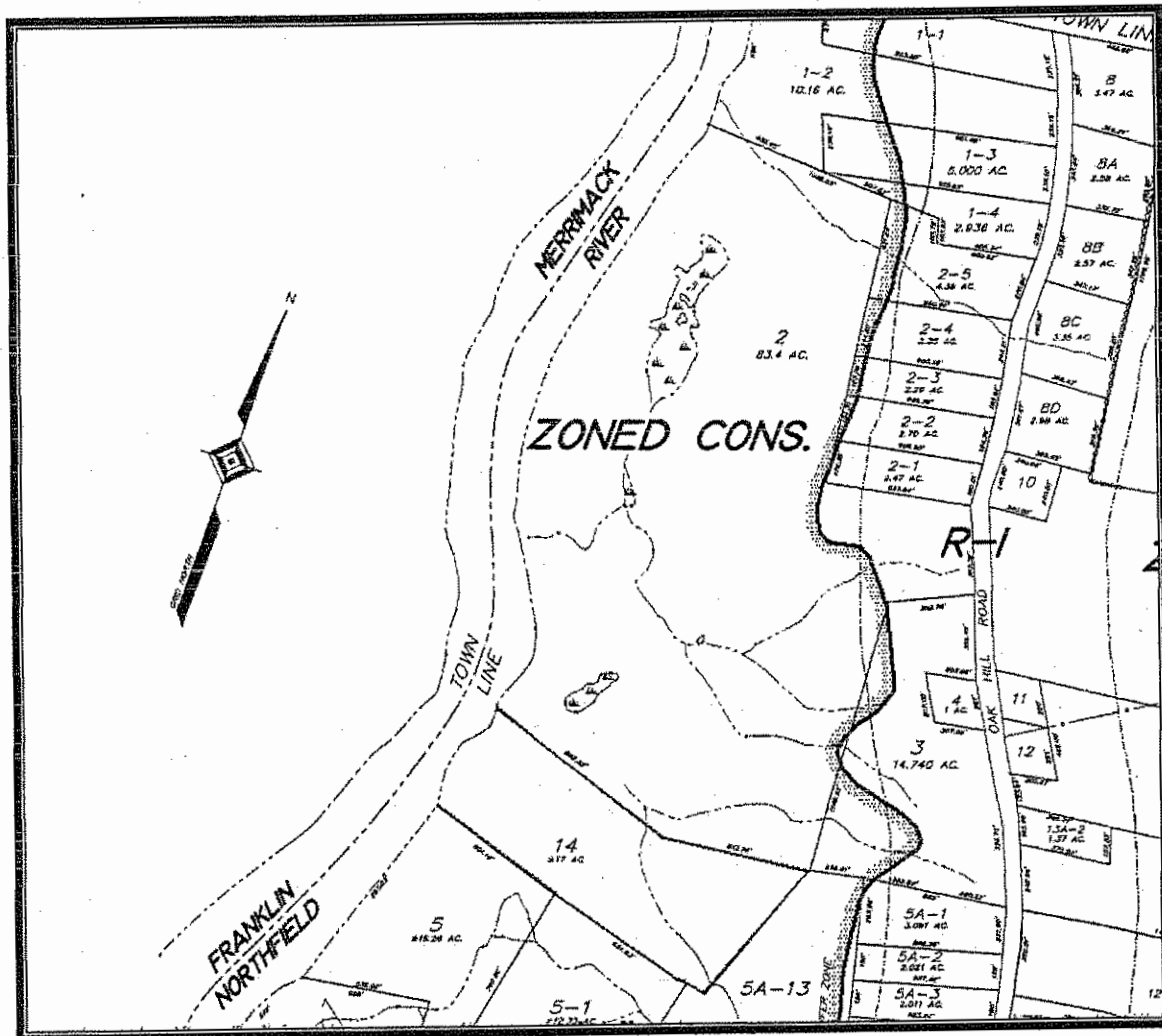
Blue Moon Environmental, Inc.
PO Box 368, Concord, NH 03302
603/856-6391

COMPARABLE SALES MAP

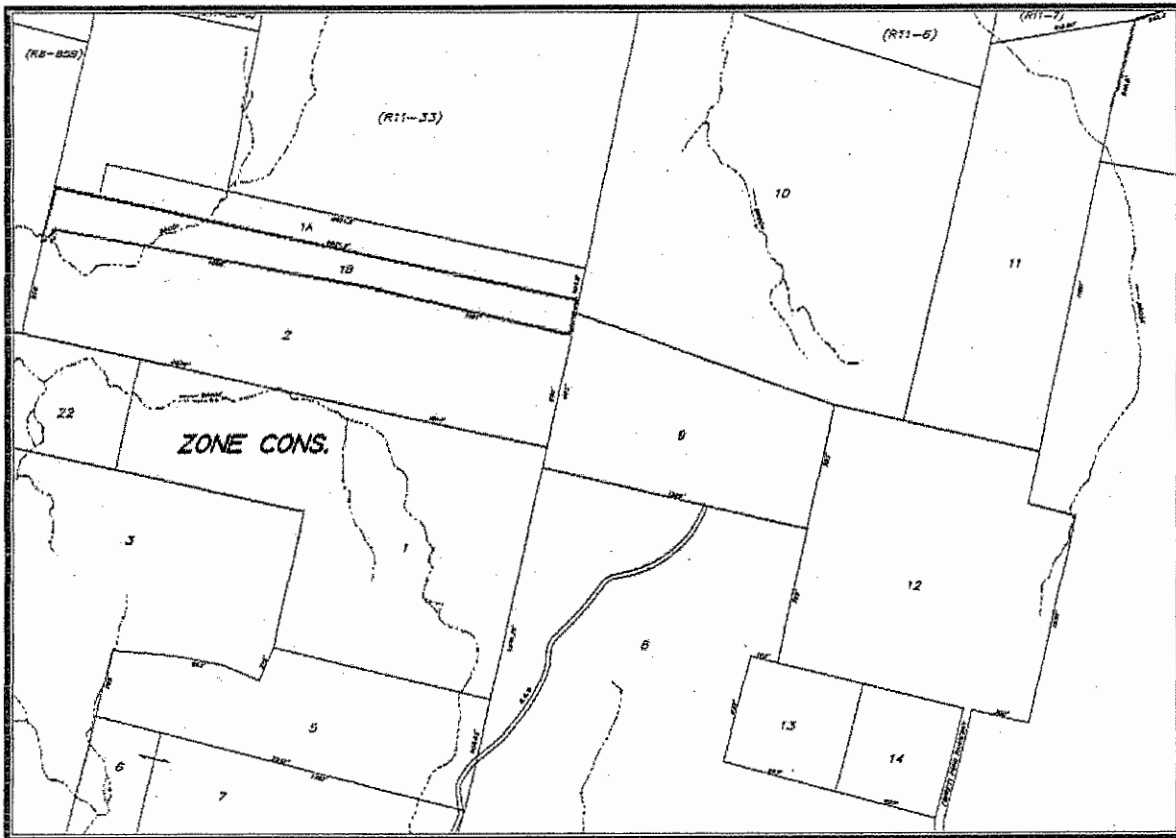


SALE #1

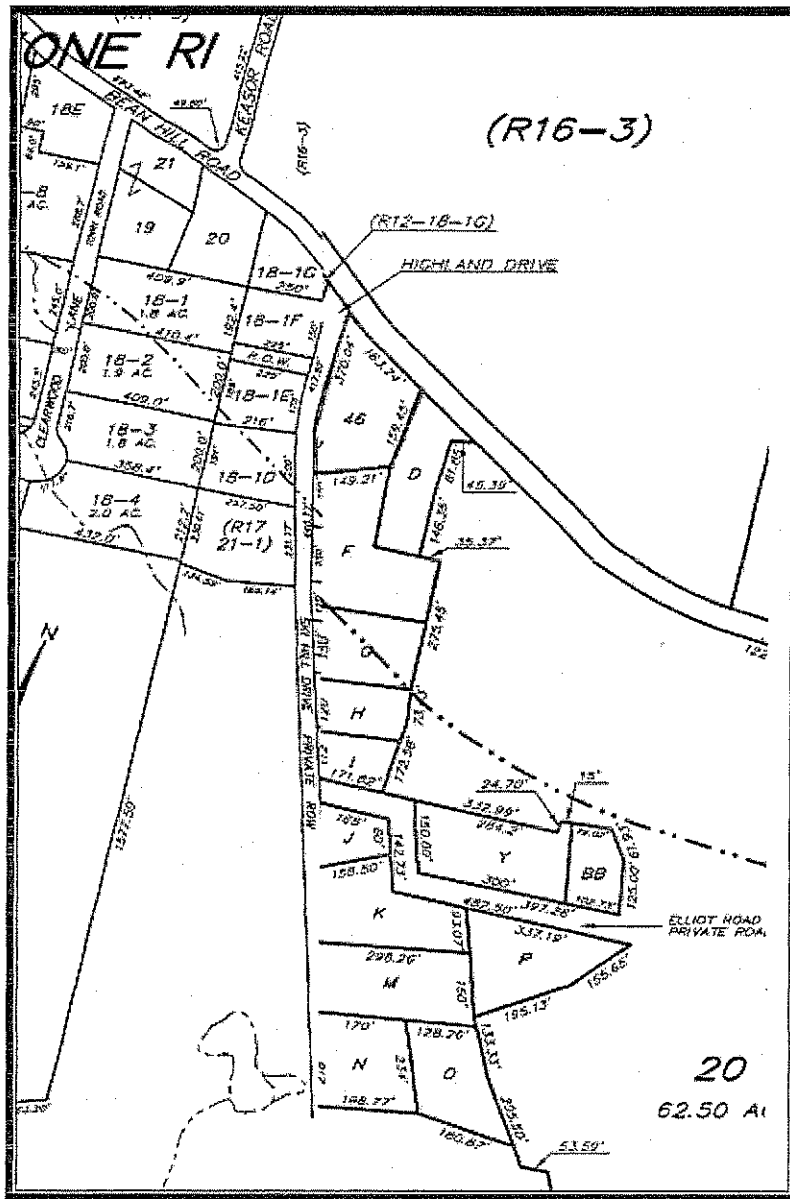




SALE #3



SALE #4



STATE OF NEW HAMPSHIRE INTER-DEPARTMENT COMMUNICATION

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

DATE: February 20, 2013

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

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

TO: Chairman
Long Range Capital Planning and Utilization Committee

The Department of Transportation requests authorization to extend the listing agreement for the sale of an 11.7 acre (4.735 hectare) parcel of State owned land with buildings located at 41 Range Road (easterly side of NH Route 111), just south of Searles Road in the Town of Windham.

This Committee at their April 3, 2012 meeting (LRCP 12-019) approved the sale of this property. This approval allowed the listing of the sale of this property for the Department by NAI Norwood Group for the term of one (1) year, at a descending commission (6% of the first \$1,000,000.00 of the sales price plus 5% of the \$1,000,001.00 to \$2,000,000.00 of the sales price) for the listing price of \$1,250,000.00. This approval also granted the Department authorization to negotiate with prospective buyers for this parcel within a 10% range of the listing price approved by this Committee.

This current listing agreement will expire on April 12, 2013. Judy Niles-Simmons and Chris Norwood, agents from NAI Norwood Group, are currently marketing this property for the Department.

The Department has entered into a Purchase and Sales Agreement with a potential buyer and is working with the buyer's attorney towards finalizing the sale. The Department requests the Committee to approve the current listing value of this 11.7 +/- acre parcel located in the Town of Windham at \$1,250,000.00, allow negotiating with prospective buyers within the Committee's current policy guidelines, and allow the Department to renew the listing agreement with NAI Norwood Group for a term of six (6) months. In addition, the Department will assess an additional Administrative Fee of \$1,100.00 to the purchase price.

CRS/PJM/dd
Attachments



DEPT. OF TRANSPORTATION
RIGHT-OF-WAY

APR 09 2012

RECEIVED

LRCP 12-019

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

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

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

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

April 6, 2012

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

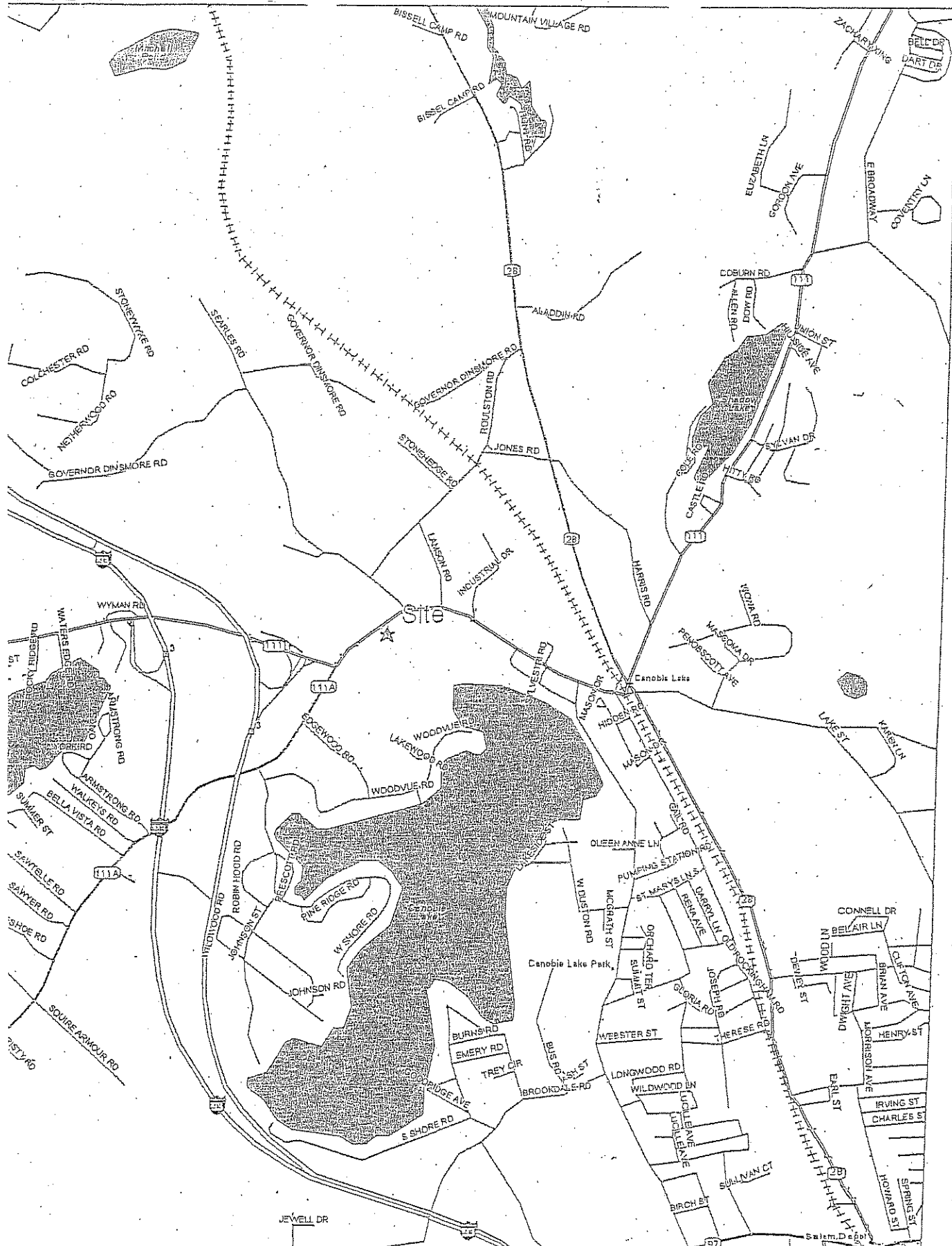
Dear Mr. Schmidt,

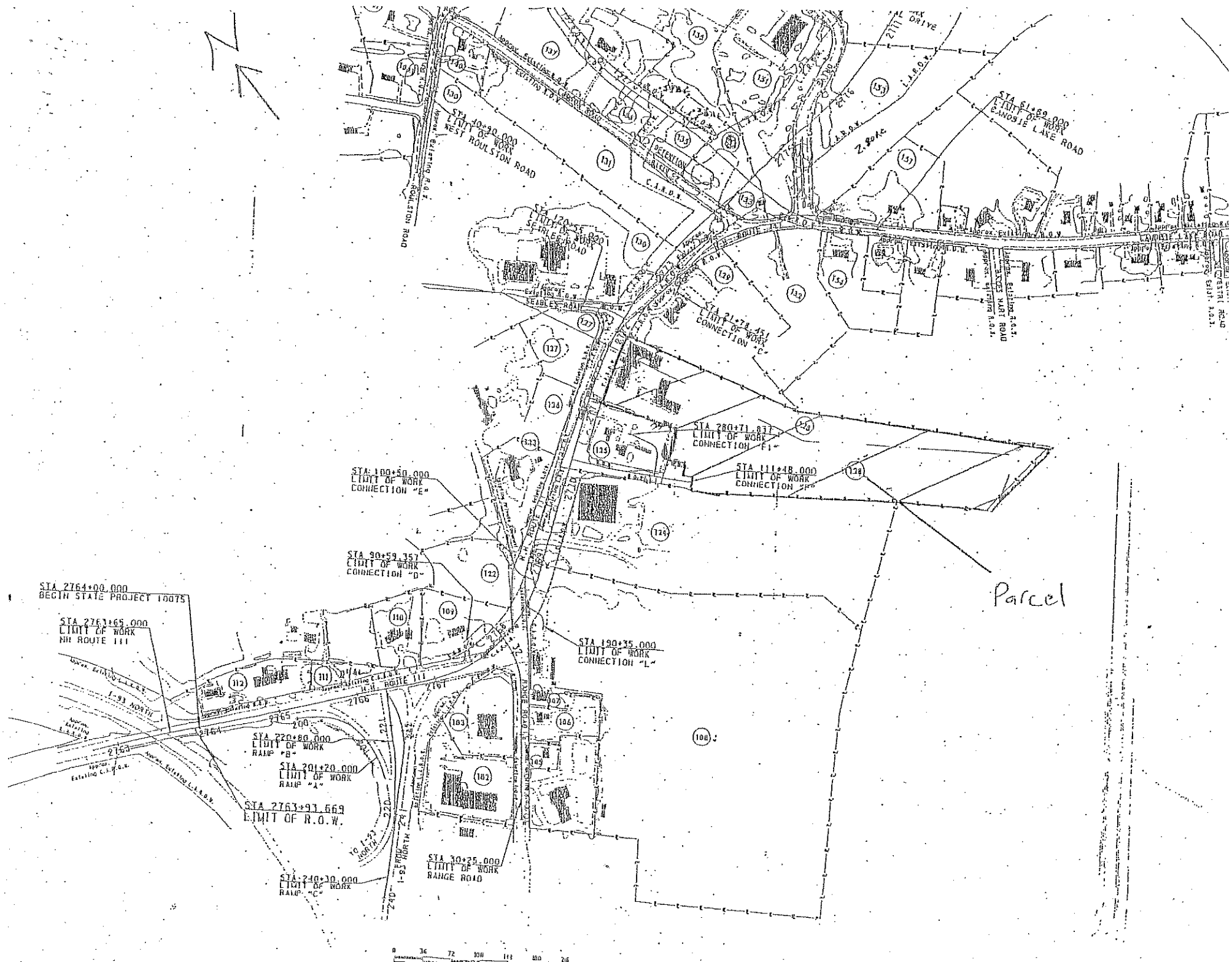
The Long Range Capital Planning and Utilization Committee, pursuant to the provisions of RSA 4:39-c, on April 3, 2012, approved the request from the Department of Transportation, Bureau of Right-of-Way, to enter into a listing agreement for a term of one (1) year with NAI Norwood Group, with the real estate commission calculated on a descending scale, for the sale of a 11.7 acre parcel of State owned land with buildings located at 41 Range Road (easterly side of NH Route 111), just south of Searles Road in the Town of Windham for \$1,250,000, assess an Administrative Fee of \$1,100, and allow negotiations within the Committee's current policy guidelines, subject to the conditions as specified in the Department's request dated March 12, 2012.

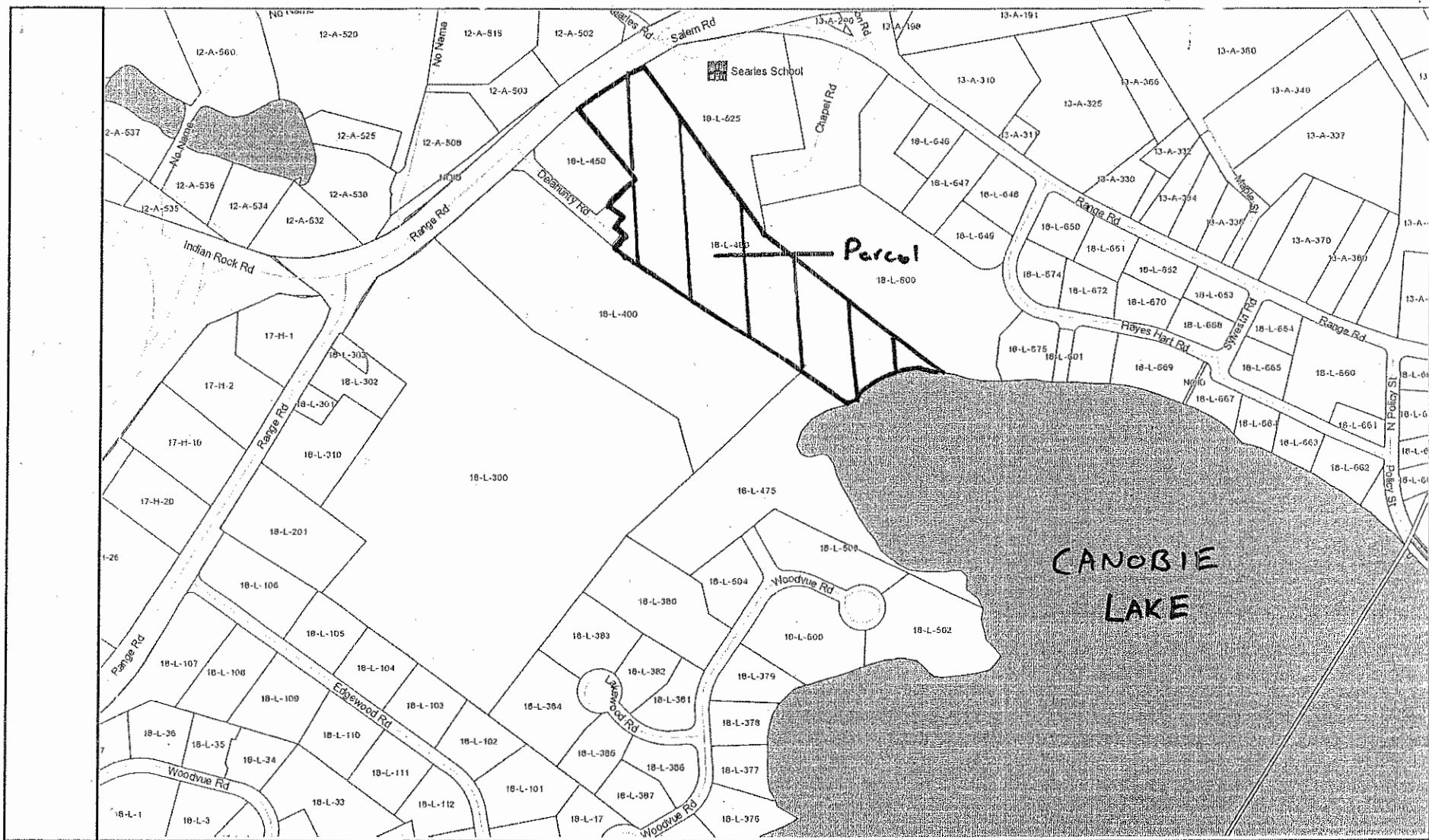
Sincerely,

Jeffery A. Pattison
Legislative Budget Assistant

JAP/pe
Attachment







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.

148.725 0 148.725 297.45



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

OFFICE OF THE COMMISSIONER

25 Capitol Street – Room 120
Concord, New Hampshire 03301

LINDA M. HODGDON
Commissioner
(603) 271-3201

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

January 17, 2013

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

REQUESTED ACTION

Pursuant to RSA 4:40, the Department of Administrative Services requests approval to enter into a listing agreement with NAI Norwood Group, allowing negotiations within the Committee's current policy guidelines, for a term of up to one year to sell the former Nashua District Court property located at 25 Walnut Street (including one building of approximately 19,459 square feet and approximately 1.11 acres of land) in the City of Nashua for \$1,153,778 plus an administrative fee of \$1,100.

EXPLANATION

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

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

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

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

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

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

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

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

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

Respectfully submitted,

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

Linda M. Hodgdon
Commissioner

Attachments

LIST OF EXHIBITS

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

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

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

* Total possible points = 100

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

*** Total possible points = 200

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

Proposal Evaluation Score Sheet

REVIEWER NAME: _____

BROKER NAME: _____

CRITERIA

A. TECHNICAL (NON-COMMISSION)

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

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

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

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

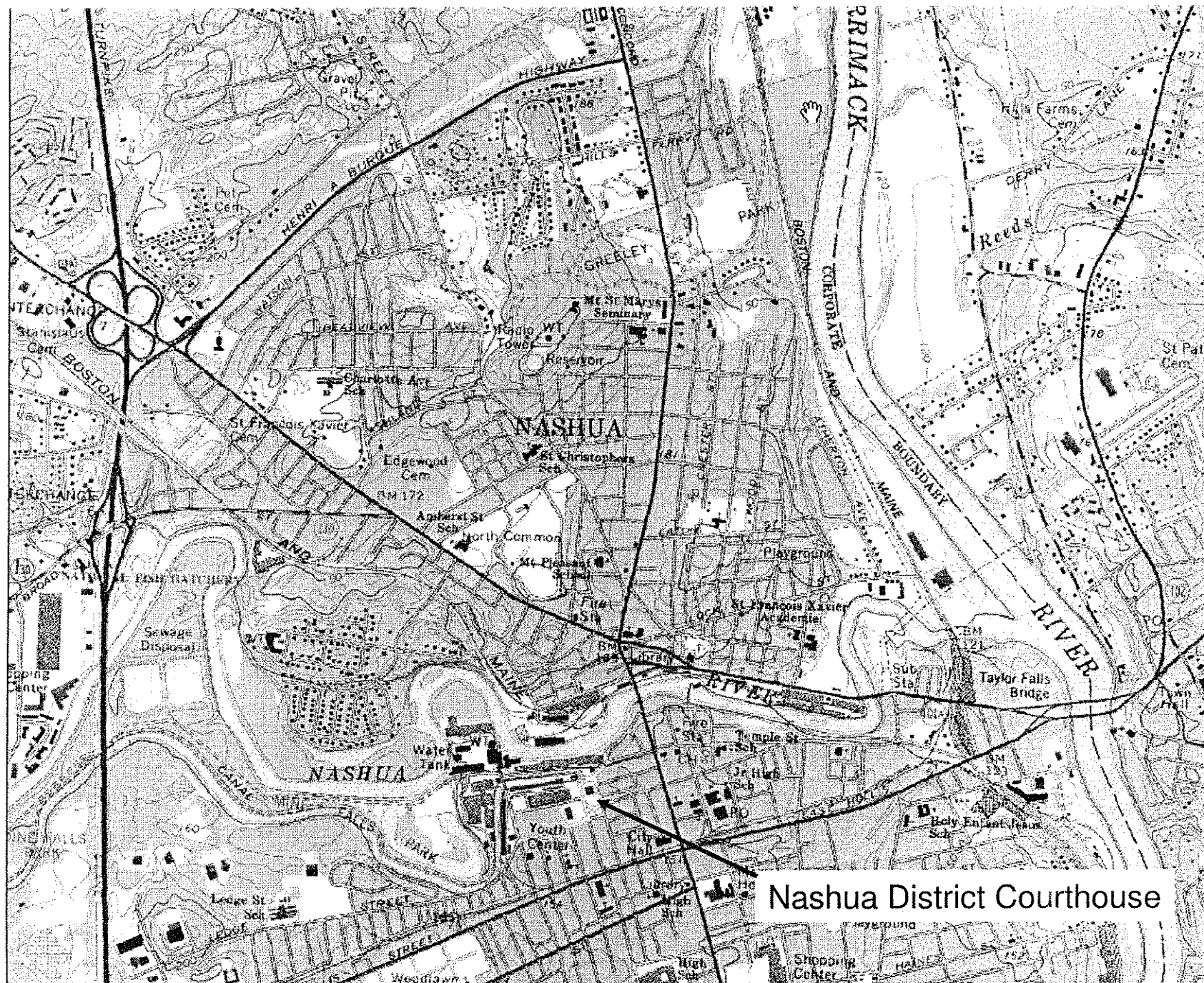
5. Market Analysis

Points Awarded: _____ / 20 POINTS

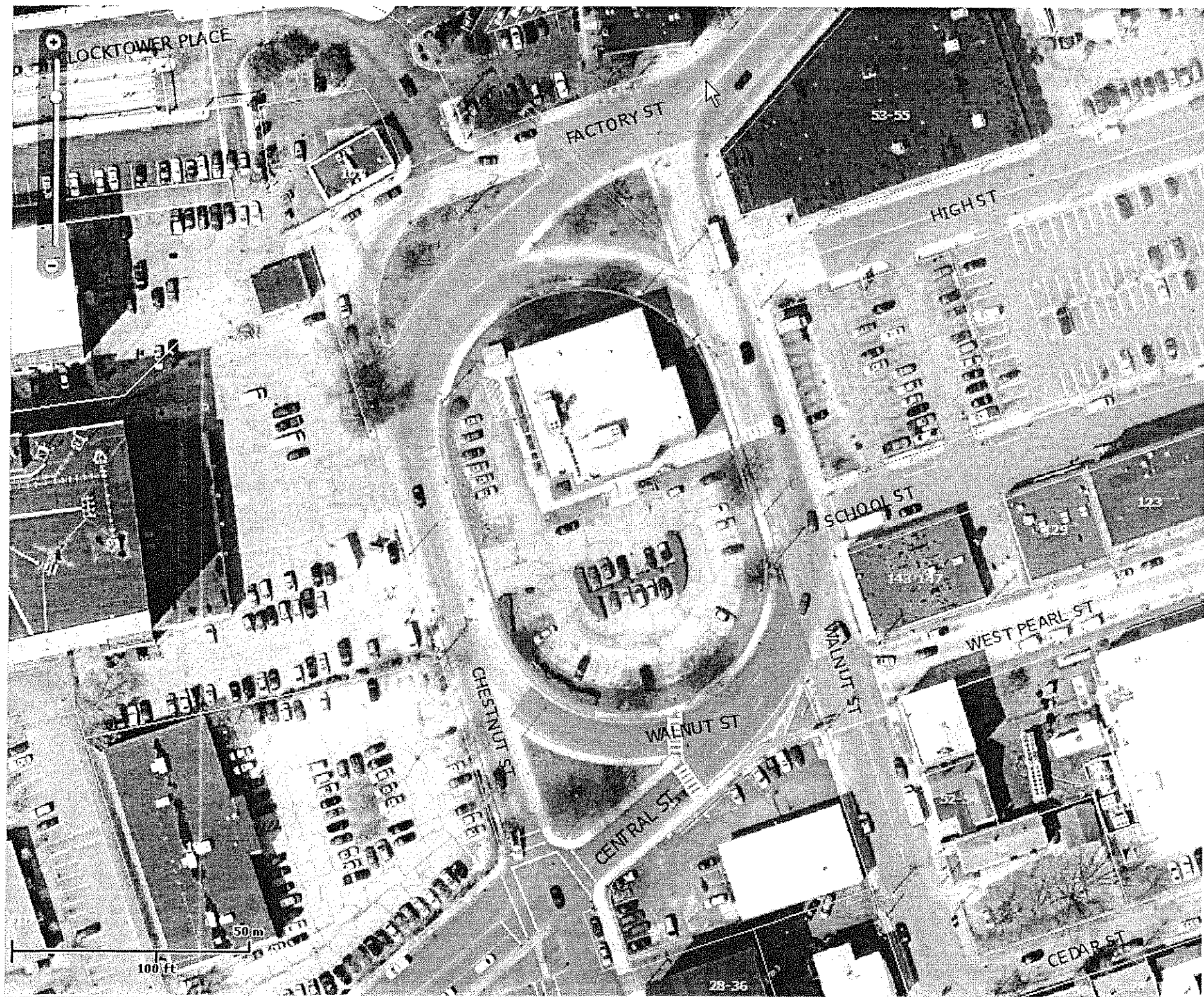
- Has the Offeror included an adequate description of the Property? (____ / 5 points)
- Has the Offeror included an apt and convincing comparable sales analysis? Did the Offeror use any other appropriate methodologies (e.g. income or cost approach) to derive or support a proposed asking price for the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

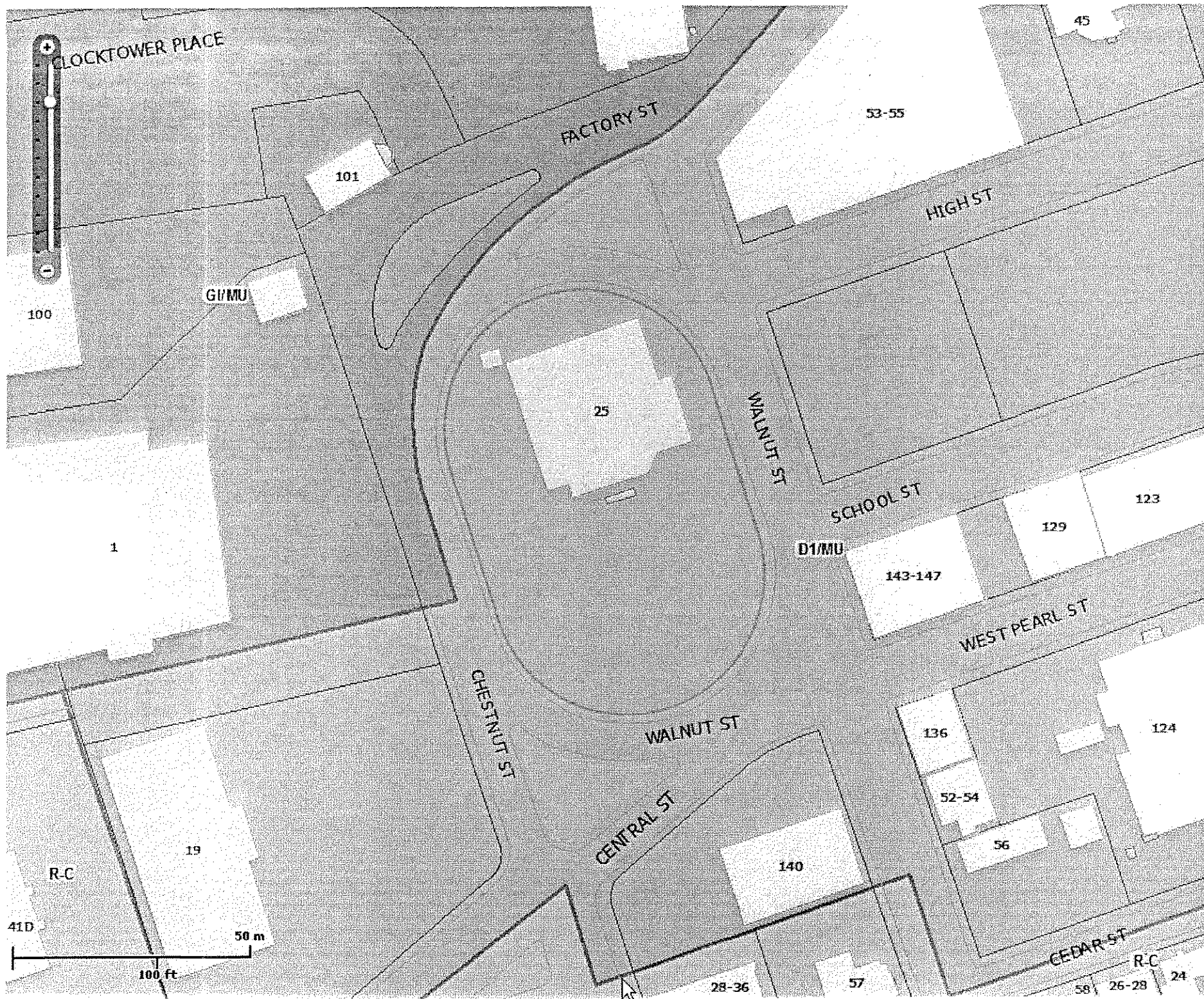
B. COMMISSION

Points Awarded: _____ / 100 POINTS



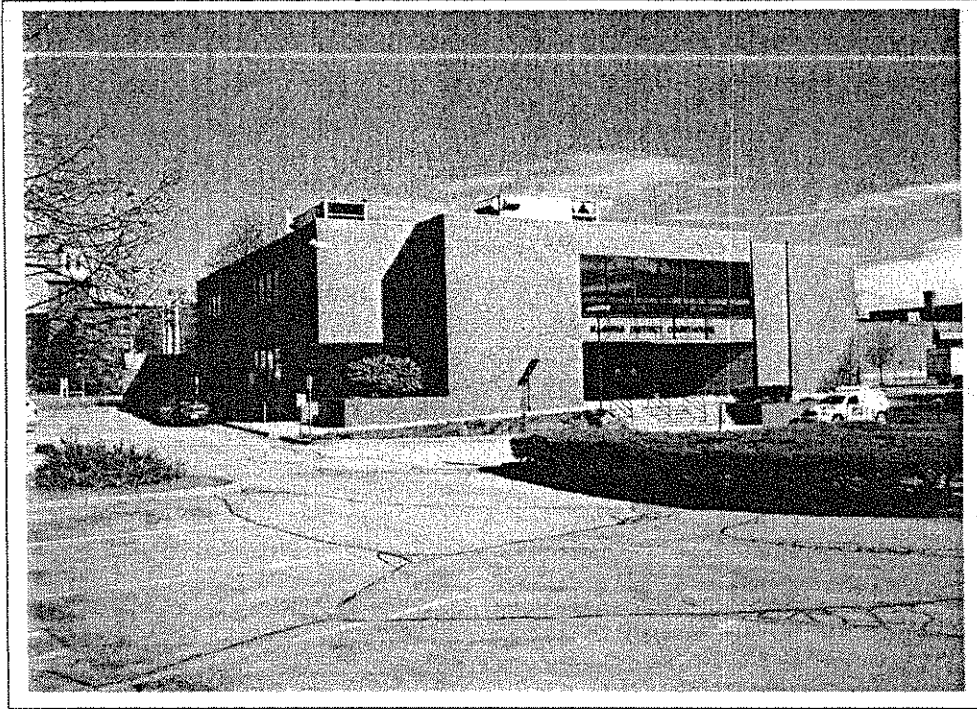
Nashua District Courthouse





APPRAISED PROPERTY

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



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

Prepared By:
Kevin A. McManus

Date of Value: March 23, 2012

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April 30, 2012

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

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


Dear Mr. Nylund:

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

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

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

Respectfully submitted,



Kevin A. McManus
Vice President, NHCG-249

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CERTIFICATION


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

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

CERTIFICATION (CONT)

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

Respectfully submitted,
MCMANUS & NAULT APPRAISAL COMPANY, INC.



Kevin A. McManus
Vice President, NHCG-249

EXECUTIVE SUMMARY

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

EXECUTIVE SUMMARY (CONT.)

HAZARDOUS WASTE SITUATION

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

PRESENT USE

Vacant former municipal office building.

MARKETING BACKGROUND

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

HIGHEST AND BEST USE

Multi-tenant office building

OVERALL MARKET APPEAL

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

ESTIMATED MARKET VALUE

\$1,300,000

ESTIMATED MARKETING TIME

Less than 12 months.

ESTIMATED EXPOSURE TIME

Less than 12 months.

GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

GENERAL ASSUMPTIONS

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

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

GENERAL LIMITING CONDITIONS

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

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

IDENTIFICATION, PURPOSE, AND DEFINITIONS

State of NH Property - Nashua District Courthouse

McMANUS & NAULT APPRAISAL CO., INC.

IDENTIFICATION AND OWNERSHIP HISTORY

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

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

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

SCOPE OF WORK

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

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

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

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

PURPOSE

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

DEFINITION OF VALUE

In this report fair market value is defined as:

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

PROPERTY RIGHTS APPRAISED

The property rights appraised are fee simple.

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

USE OF THE APPRAISAL

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

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

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

COMPETENCY PROVISION

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

REGIONAL, MUNICIPAL AND NEIGHBORHOOD ANALYSIS

State of NH Property - Nashua District Courthouse

McMANUS & NAULT APPRAISAL CO., INC.

THE REGION AND MUNICIPALITY

LOCATION

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

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

POPULATION

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

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

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

ECONOMIC DEVELOPMENT

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

THE REGION AND MUNICIPALITY (CONT.)

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

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

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

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

TRANSPORTATION

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

State of NH Property - Nashua District Courthouse

THE REGION AND MUNICIPALITY (CONT.)

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

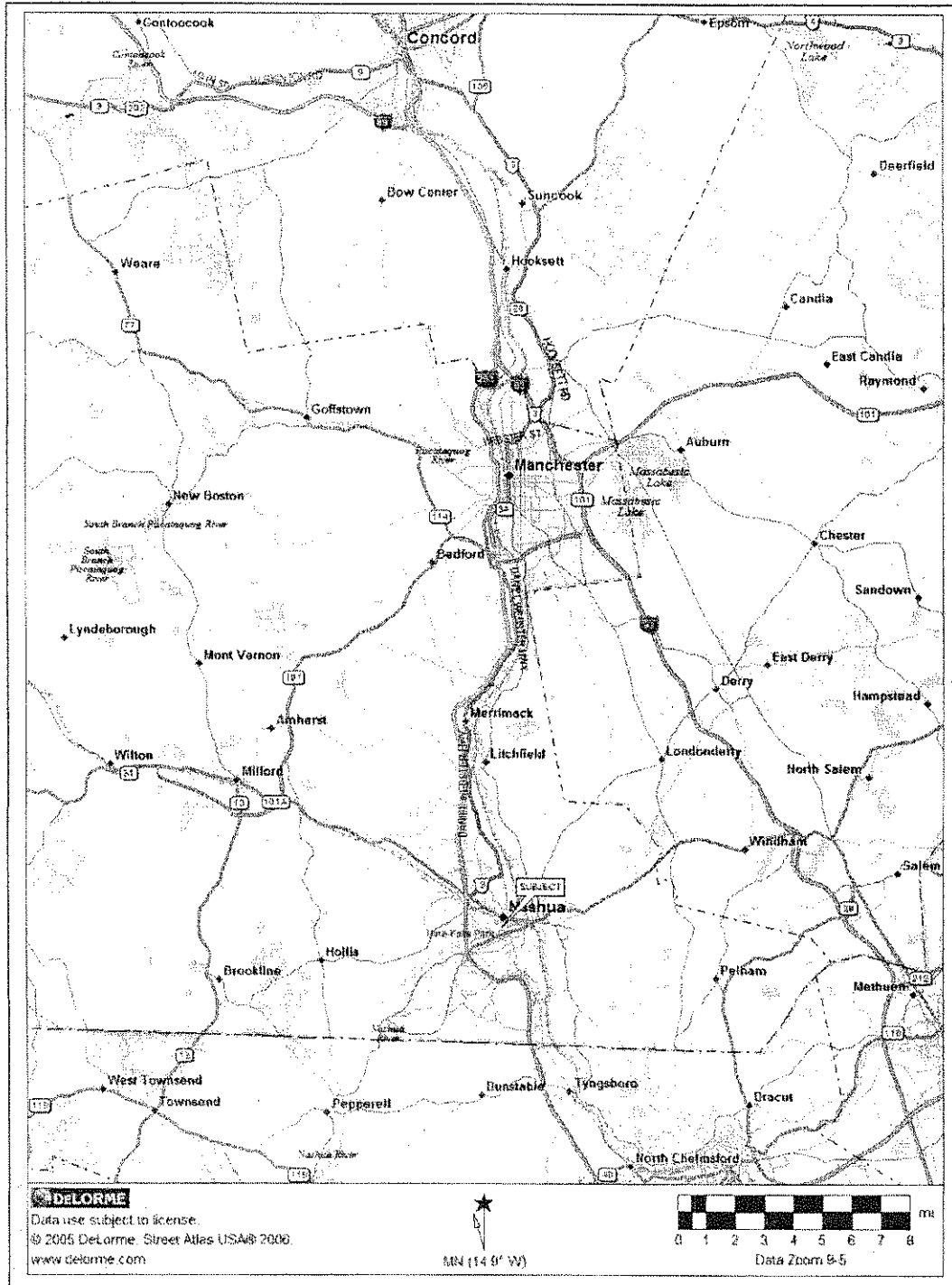
AMENITIES AND SERVICES

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

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

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

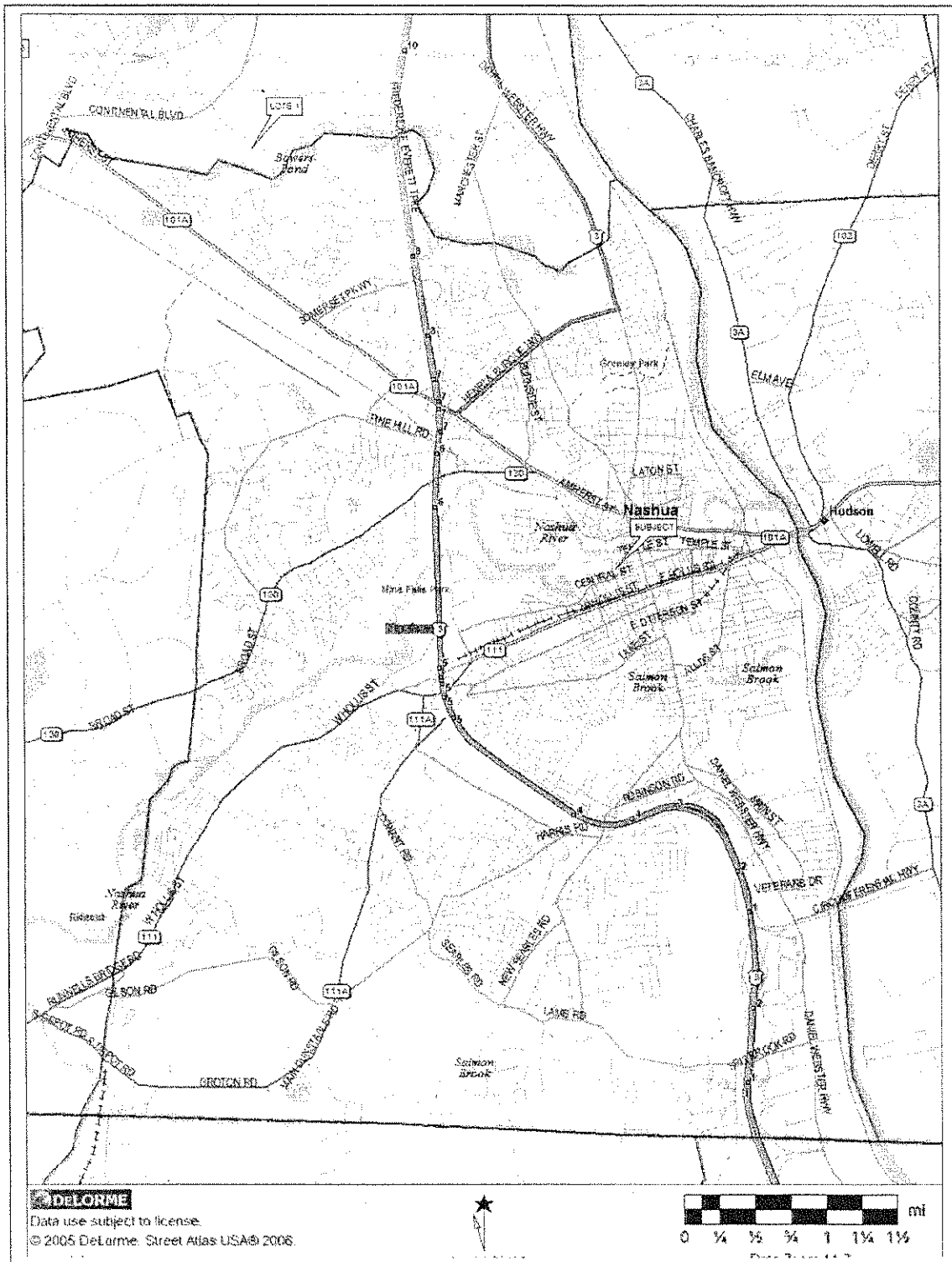
REGIONAL MAP



State of NH Property - Nashua District Courthouse

McMANUS & NAULT APPRAISAL CO., INC.

MUNICIPAL MAP



State of NH Property -- Nashua District Courthouse

McMANUS & NAULT APPRAISAL CO., INC.

NEIGHBORHOOD ANALYSIS

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

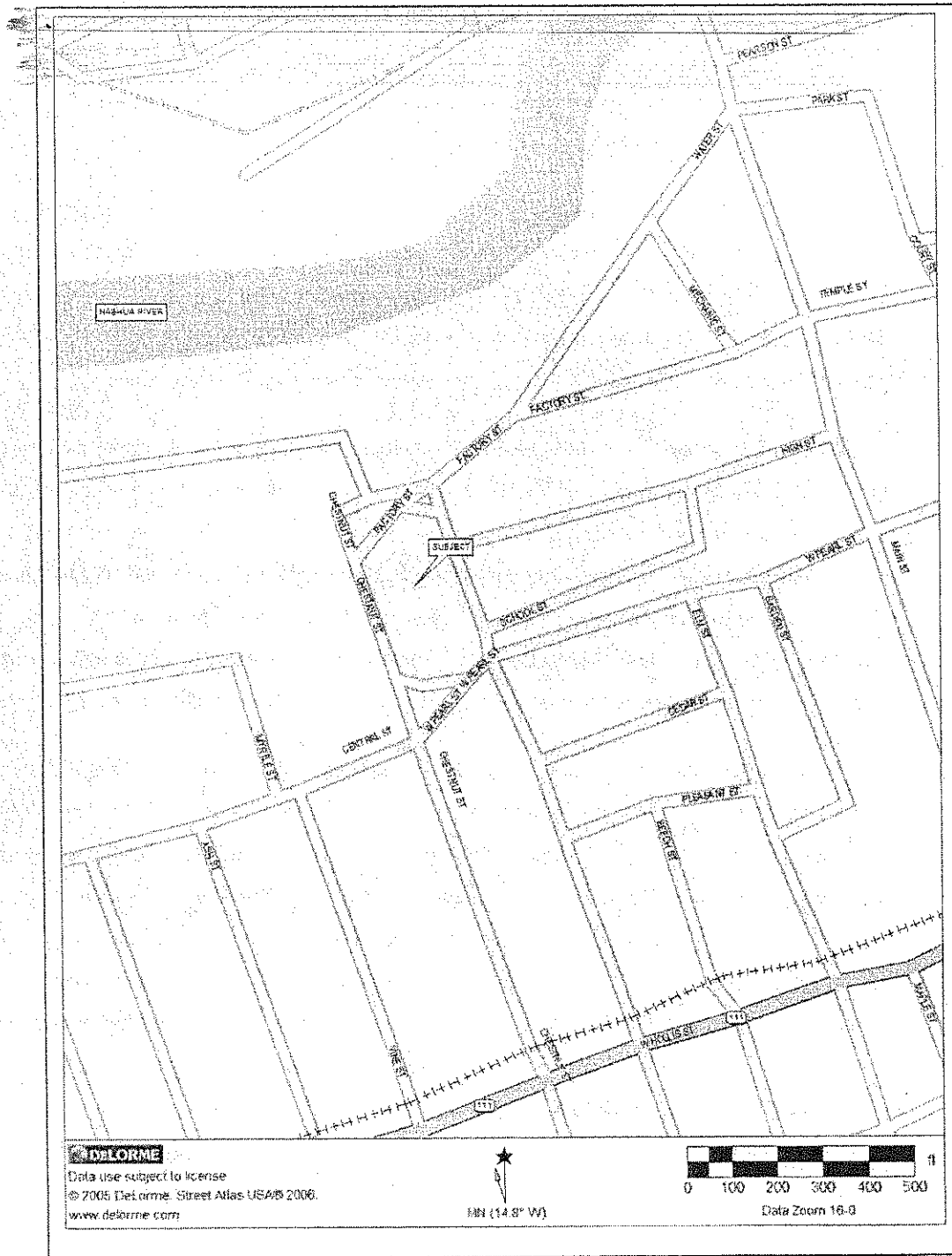
The appraised property is located west of Main Street and the central business district in Nashua, is bordered to the north via the Nashua River, and to the south via W. Hollis Street / NH Route 111. Roads in the neighborhood include Factory Street, Chestnut Street, and Walnut Street, which intersect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

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

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

⁵ Dictionary, Page 242.

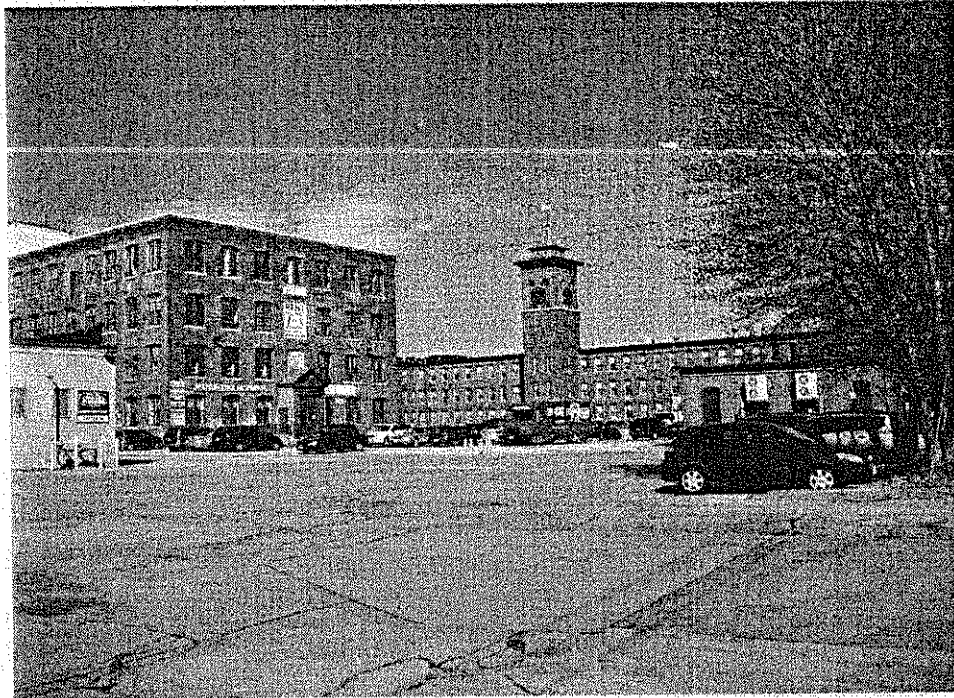
NEIGHBORHOOD MAP



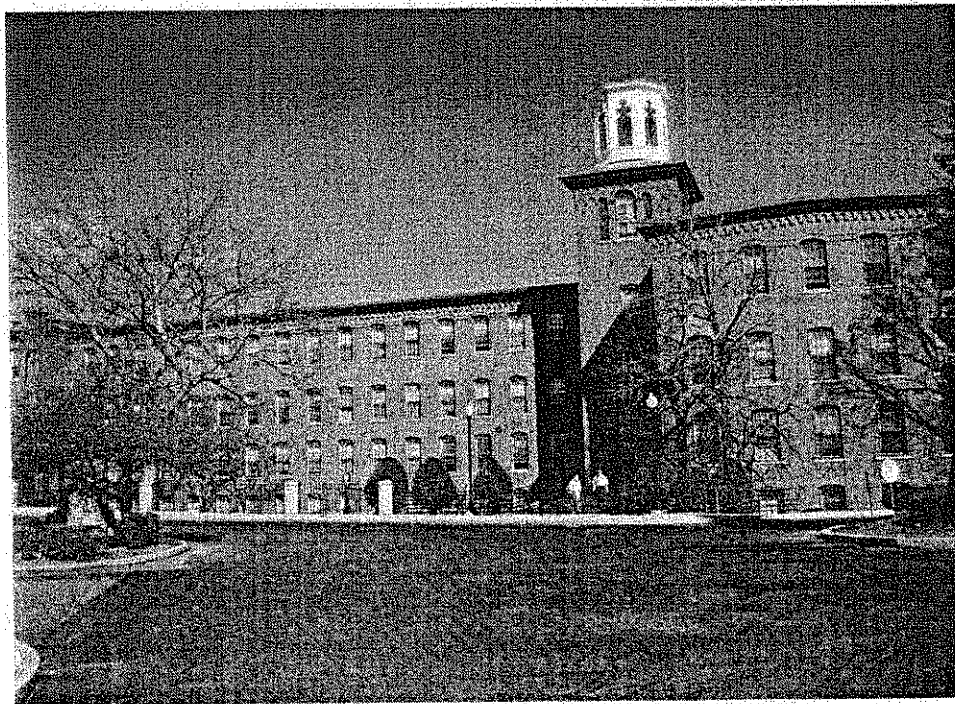
State of NH Property – Nashua District Courthouse

McMANUS & NAULT APPRAISAL CO., INC.

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



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



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

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



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

PROPERTY ANALYSIS

State of NH Property - Nashua District Courthouse

McMANUS & NAULT APPRAISAL CO., INC.

ZONING

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

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

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

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

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

ASSESSMENT AND TAXES

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

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

TAX MAP/LOT: 80 / 93

2011 ASSESSED VALUES:

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

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

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

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

SITE ANALYSIS

LOCATION

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

PHYSICAL CHARACTERISTICS

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

HILLSBOROUGH COUNTY SOILS SURVEY REPORT

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

SITE IMPROVEMENTS

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

UTILITIES

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

SITE ANALYSIS (CONT.)

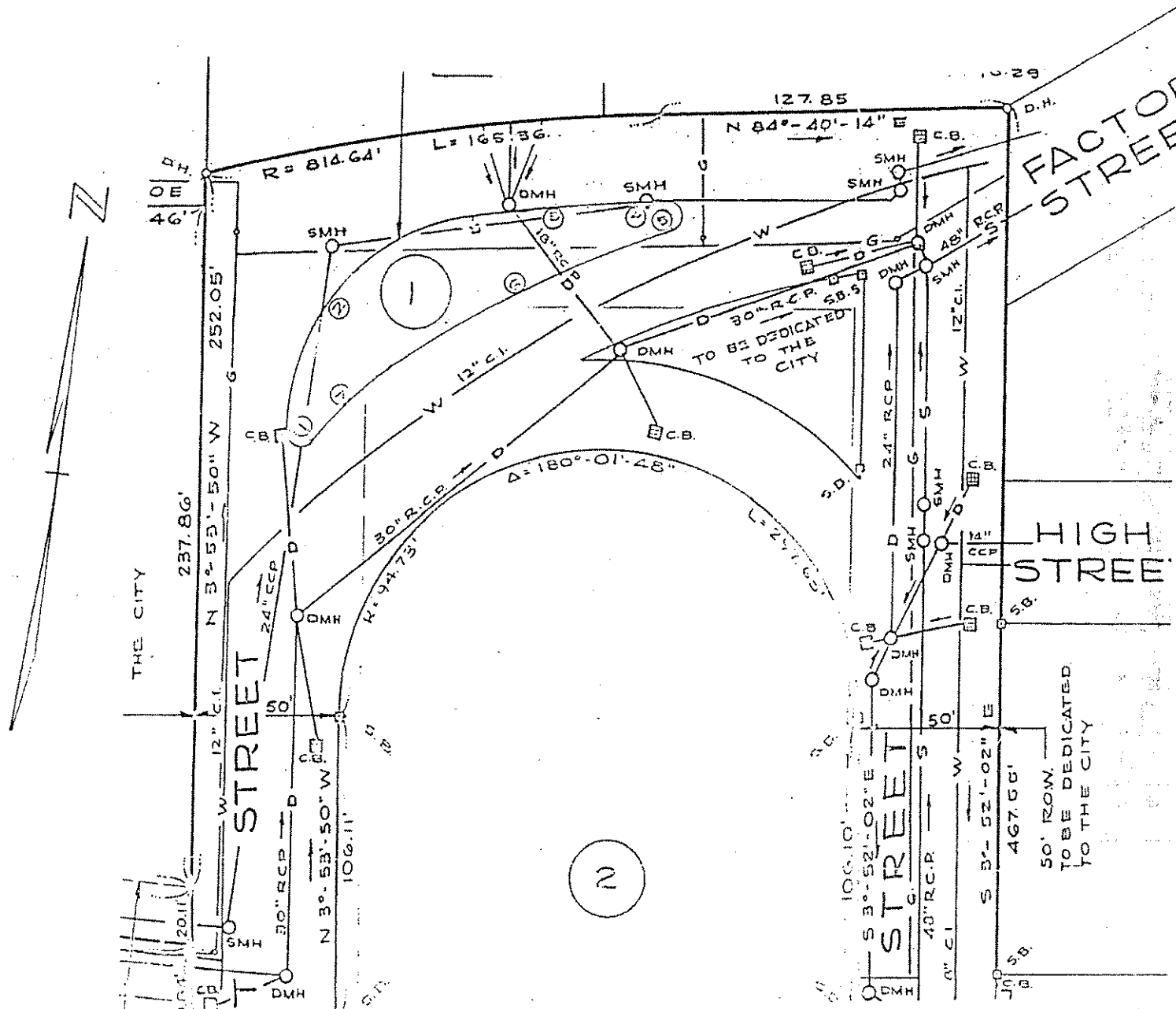
ENVIRONMENTAL CONCERNS

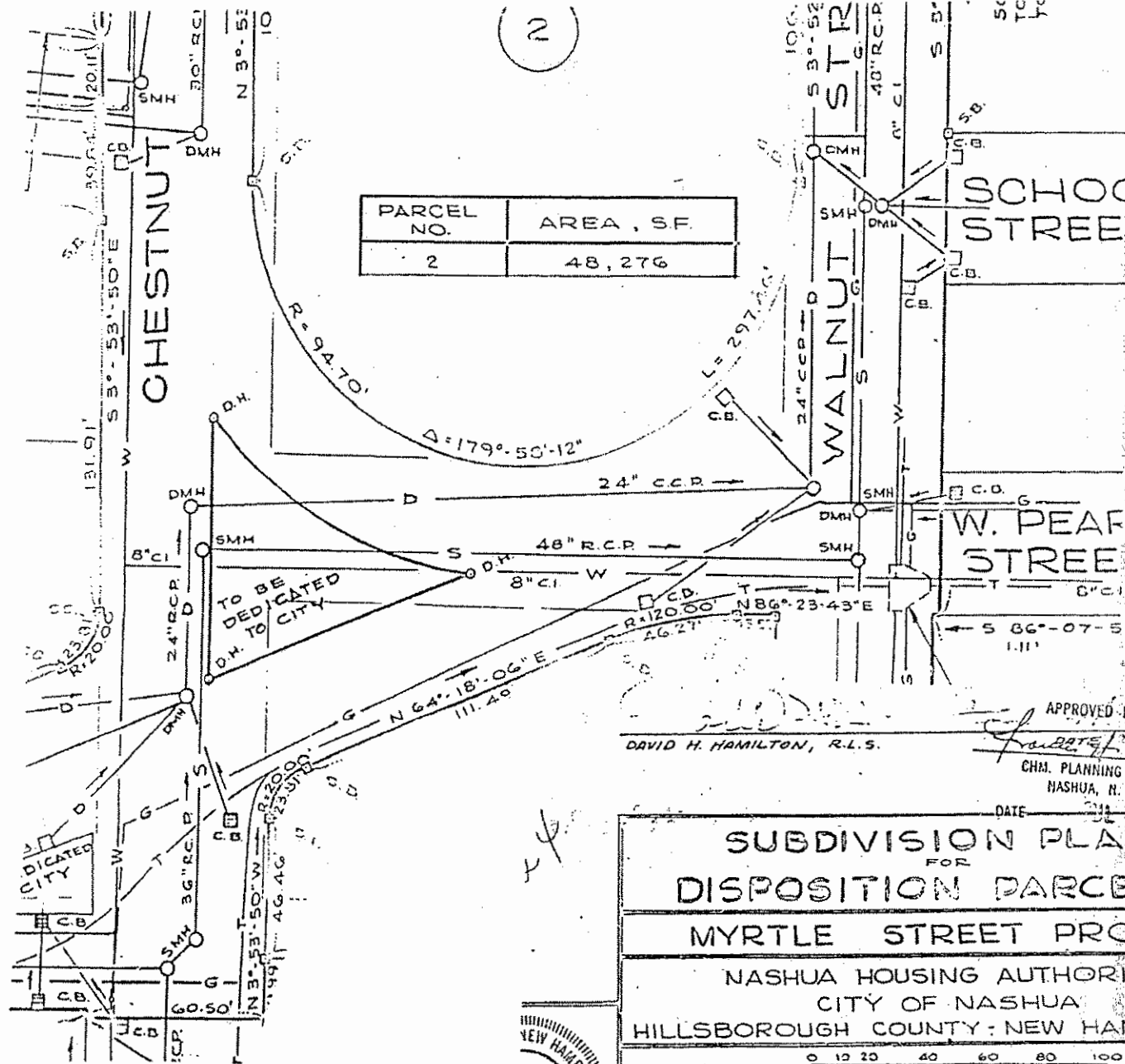
While the appraiser is not qualified to detect the presence of hazardous materials, nothing was noted during the course of the inspection that would indicate the presence of hazardous materials. It should be understood, however, that detecting the presence of such materials requires the services of a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

RESTRICTIONS AND EASEMENTS

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

SITE PLAN





DAVID H. HAMILTON, R.L.S.

APPROVED PLAT

CHM. PLANNING BOARD
NASHUA, N. H.

DATE 12-1-1973

SUBDIVISION PLAN FOR DISPOSITION PARCELS MYRTLE STREET PROJECT

NASHUA HOUSING AUTHORITY
CITY OF NASHUA
HILLSBOROUGH COUNTY - NEW HAMPSHIRE

SCALE: 0 10 20 40 60 80 100

DECEMBER 27, 1972

PROJECT NO. N.H. R-9

HAMILTON ENGINEERING ASSOCIATES, INC.
NASHUA, NEW HAMPSHIRE

PLAN 6
DRAWER
M

DESCRIPTION OF IMPROVEMENTS - INTRODUCTION

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

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

Exterior:

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

Systems:

Heating & Cooling: Heating via (2) De Dietrich brand, 800,000 BTU, oil-fired boilers. A/C via roof-mounted York brand package units. All HVAC systems are computer-controlled.

Plumbing: The building includes an adequate number of public restrooms on the 1st & 2nd floors, all of which have good quality ceramic tile floors and walls. There are 6 cells on the basement level,

DESCRIPTION OF IMPROVEMENTS (CONT.)

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

Electrical:

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

Emergency:

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

Lighting:

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

Conveyance:

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

Interior:

Walls:

Painted gypsum throughout.

Ceilings:

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

Flooring:

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

Physical Deterioration

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

DESCRIPTION OF IMPROVEMENTS (CONT.)

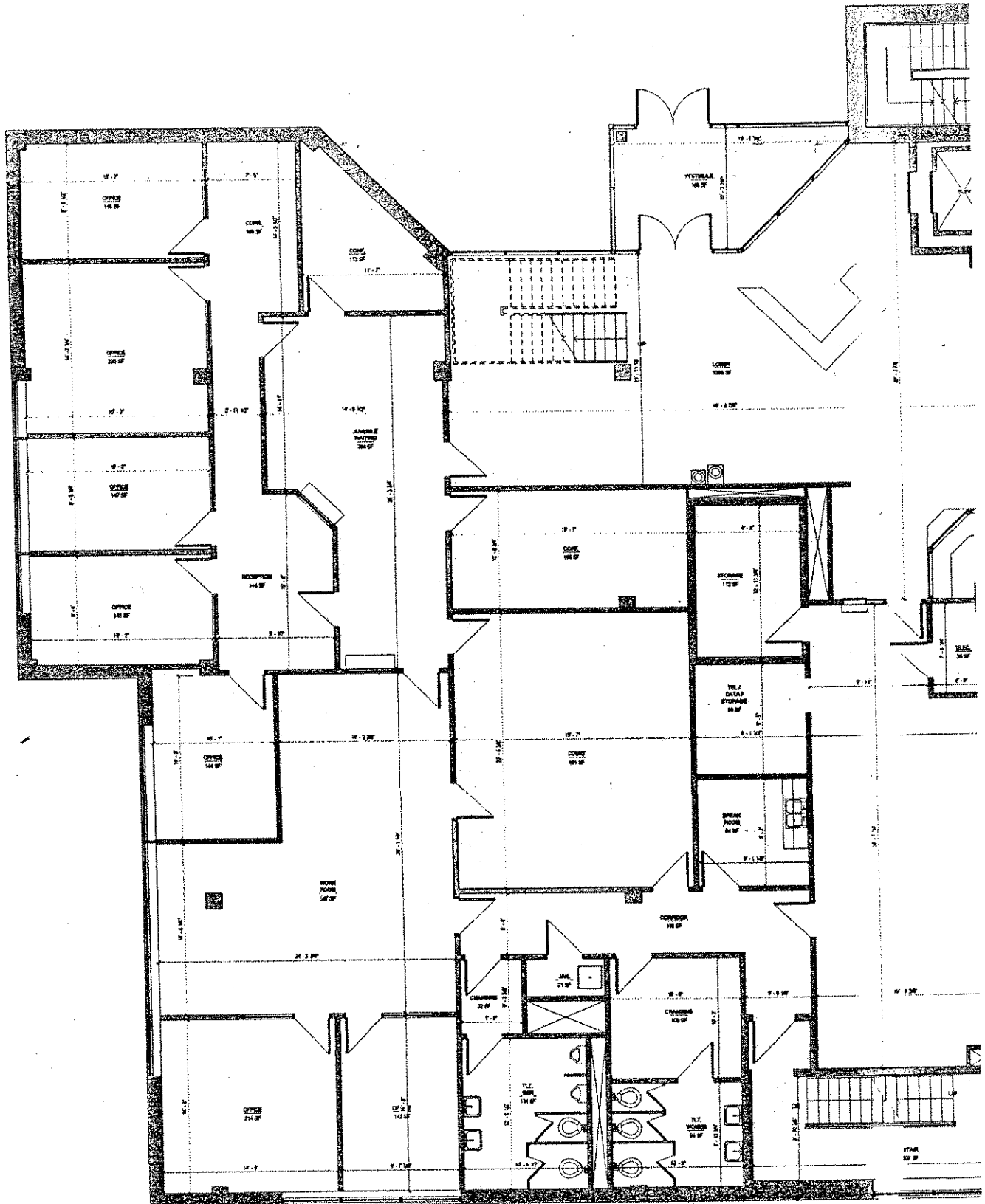
in good condition. The building has received an above average level of systems & exterior maintenance in its life, however, there has been a minimal amount of interior upgrade or remodeling since construction.

Functional Obsolescence

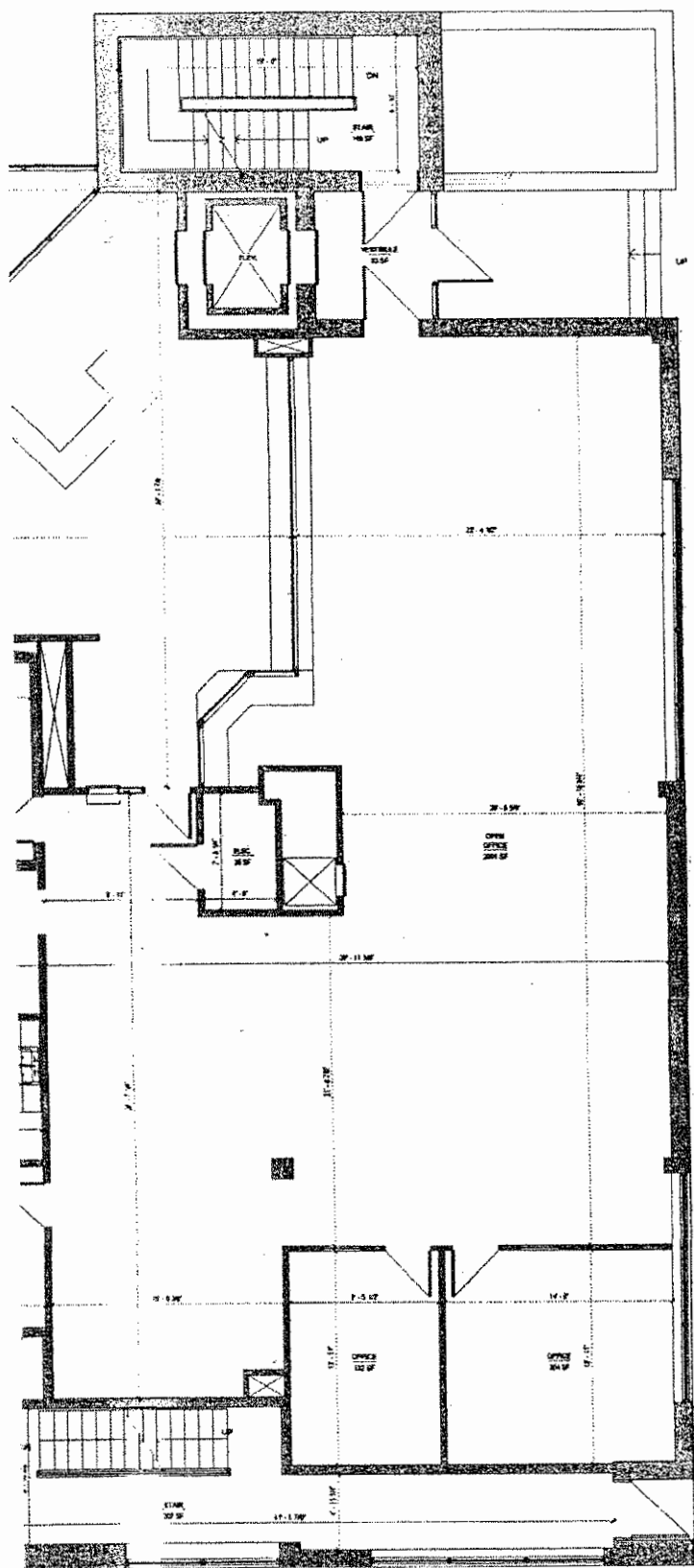
The subject has functioned as the district courthouse with supporting office space, with a full basement including jail and largely storage space, until vacated in the recent past. The structure has the exterior appearance of a typical, 30± year old office building. The 1st & 2nd floor lobbies include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

Locational Obsolescence

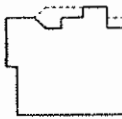

Location off of the central business district is desirable for some users, however, the market for downtown office space is considered somewhat less desirable than locations with more convenient highway access to include Amherst Street or Spit Brook Road in Nashua. The market for office space in Nashua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



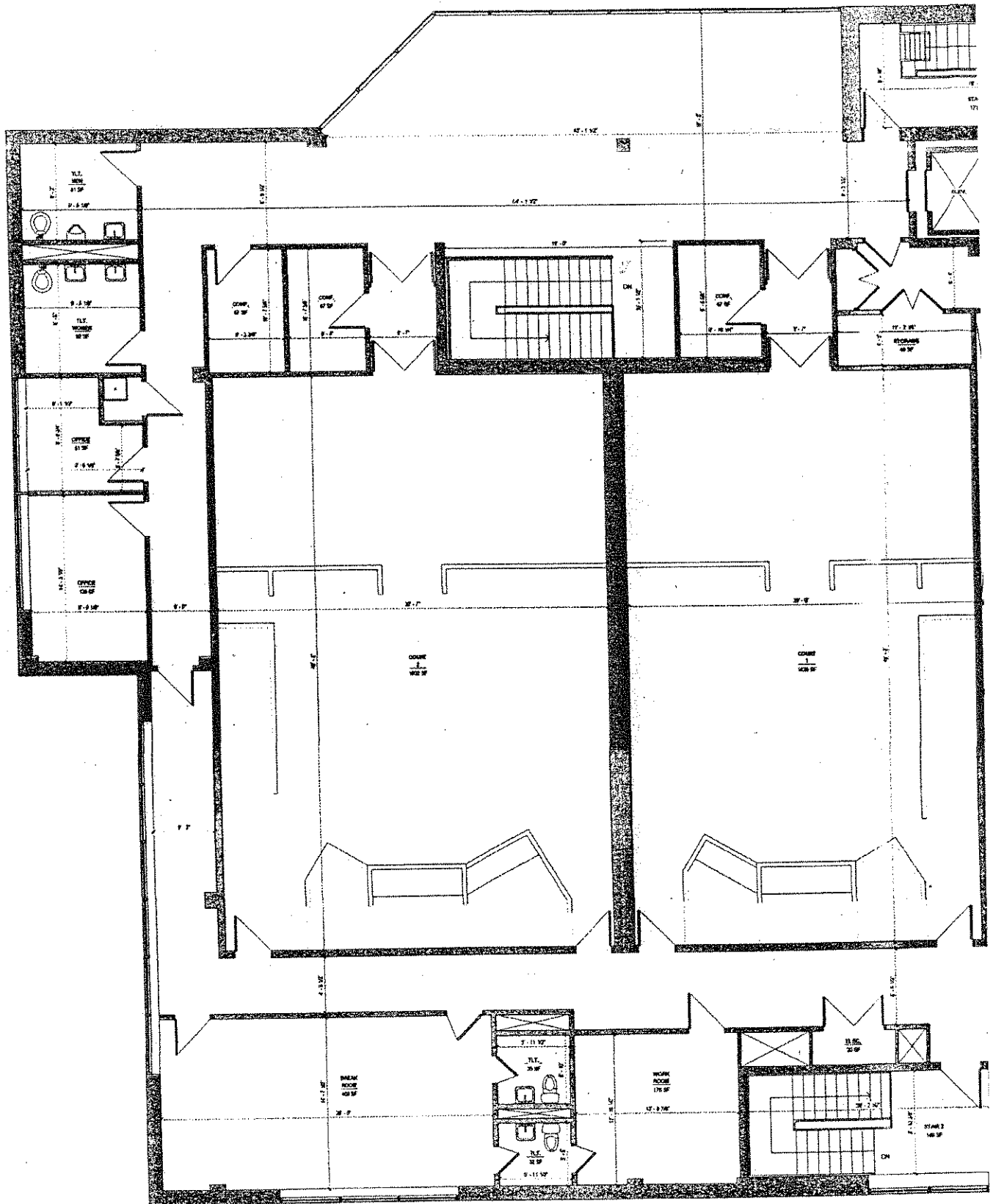
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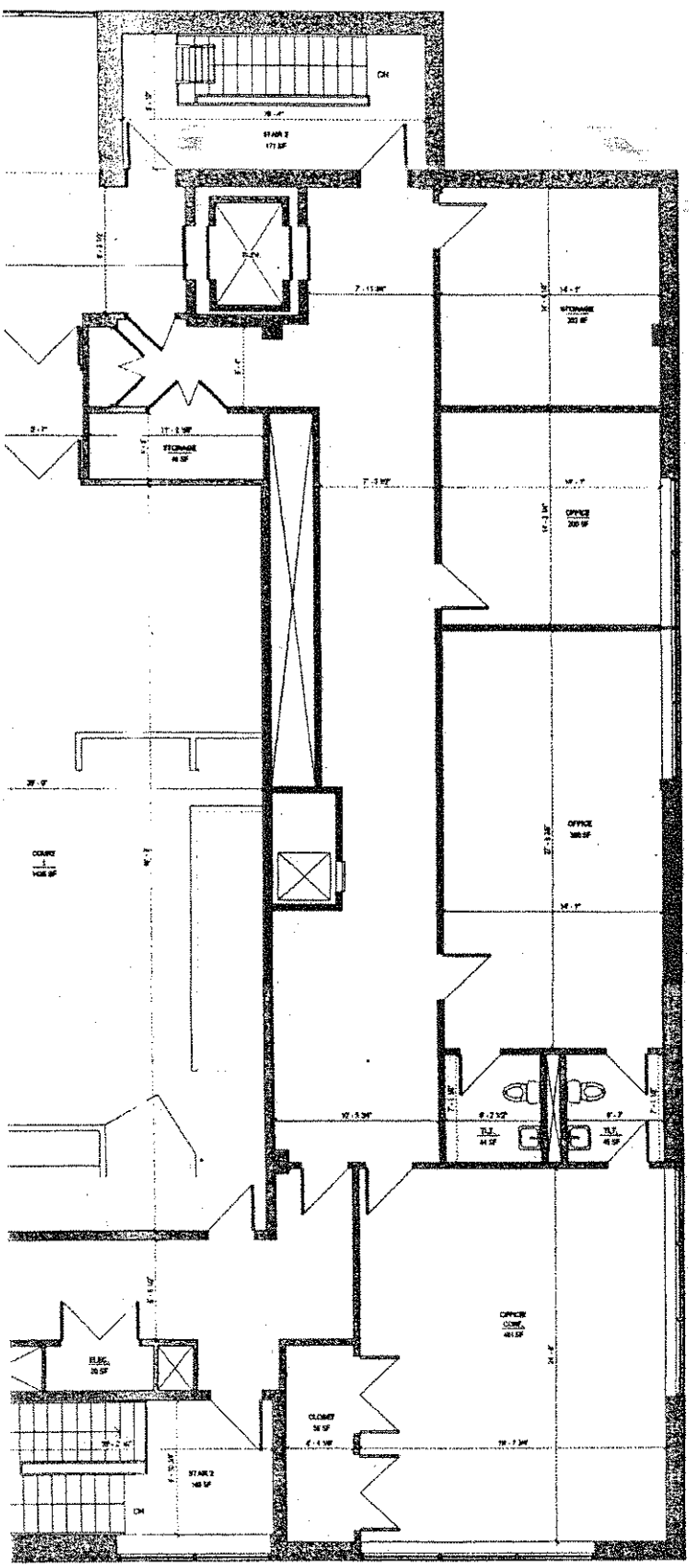


Total Area This Floor: 9,451 SF

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BUILDING PLANS - 2ND FLOOR





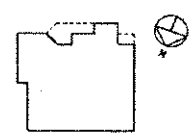
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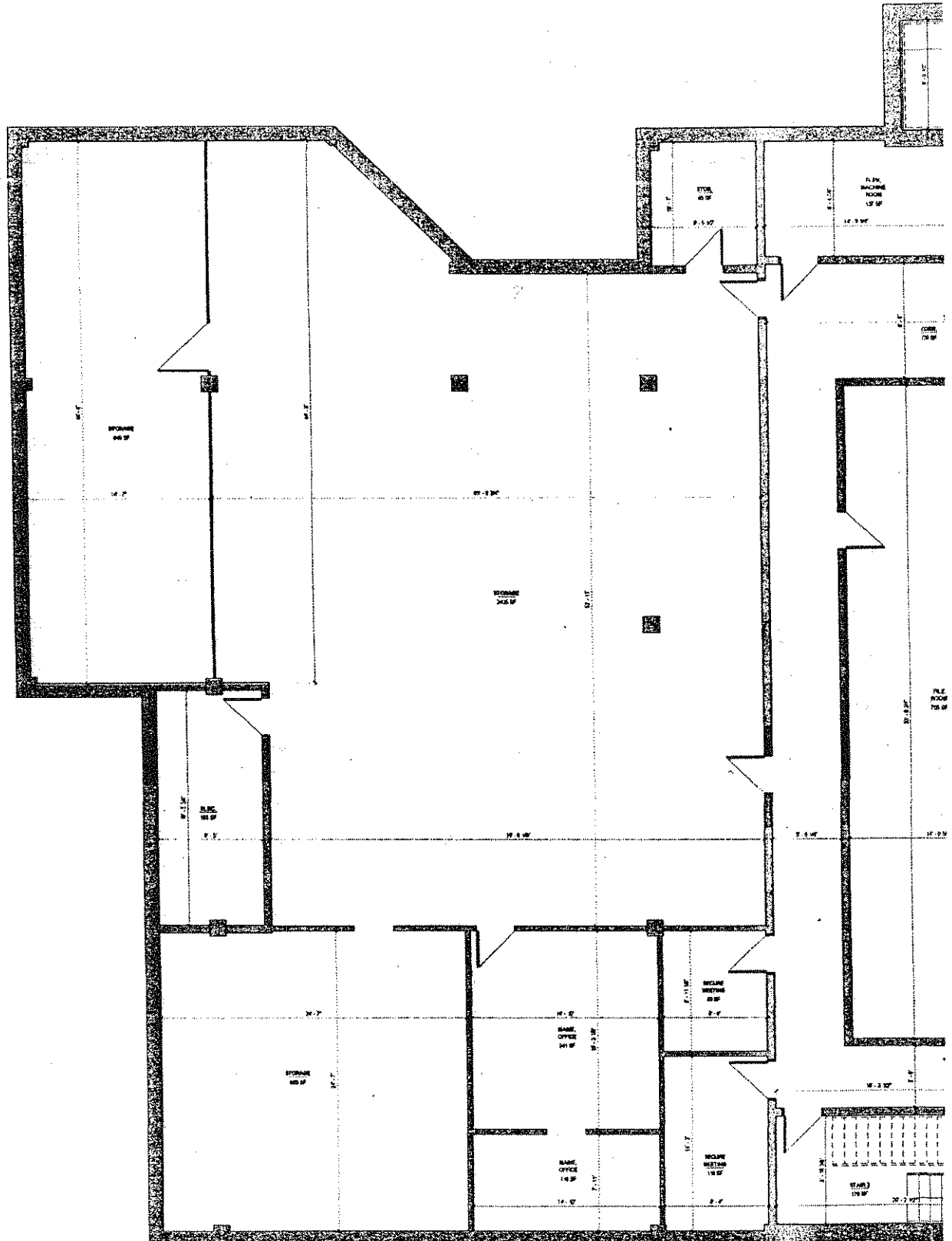
NASHUA
DISTRICT COURT
FLOOR PLANS

25 Walnut Street, Nashua, NH, 03060

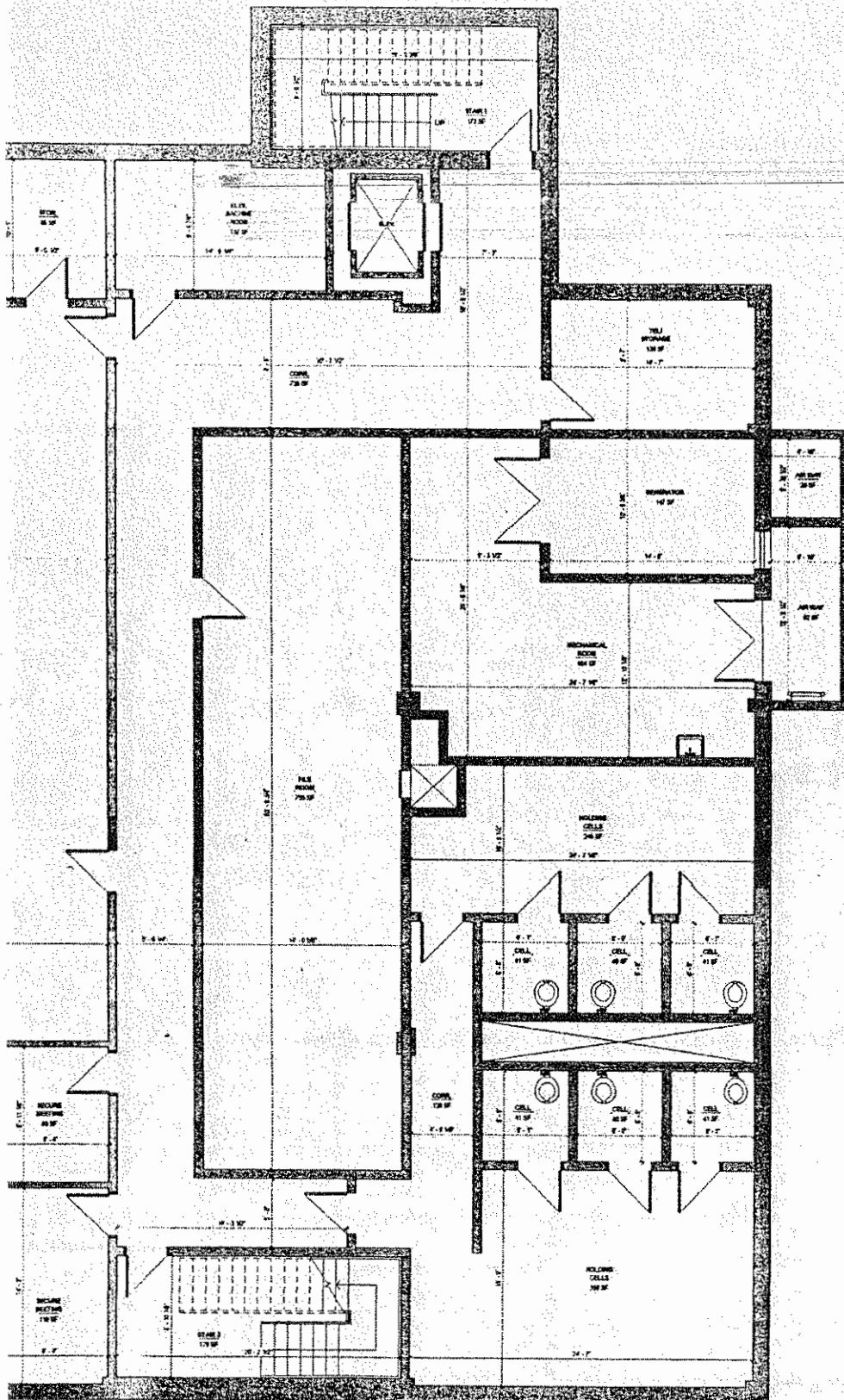
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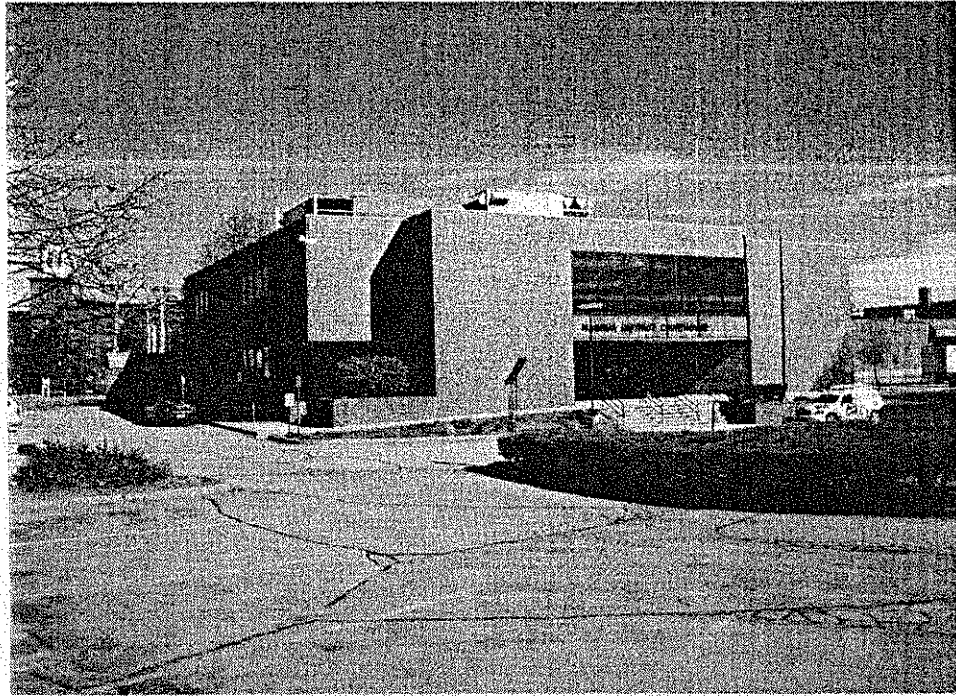
A horizontal number line with tick marks labeled 5, 6, 7, 8, and 9.



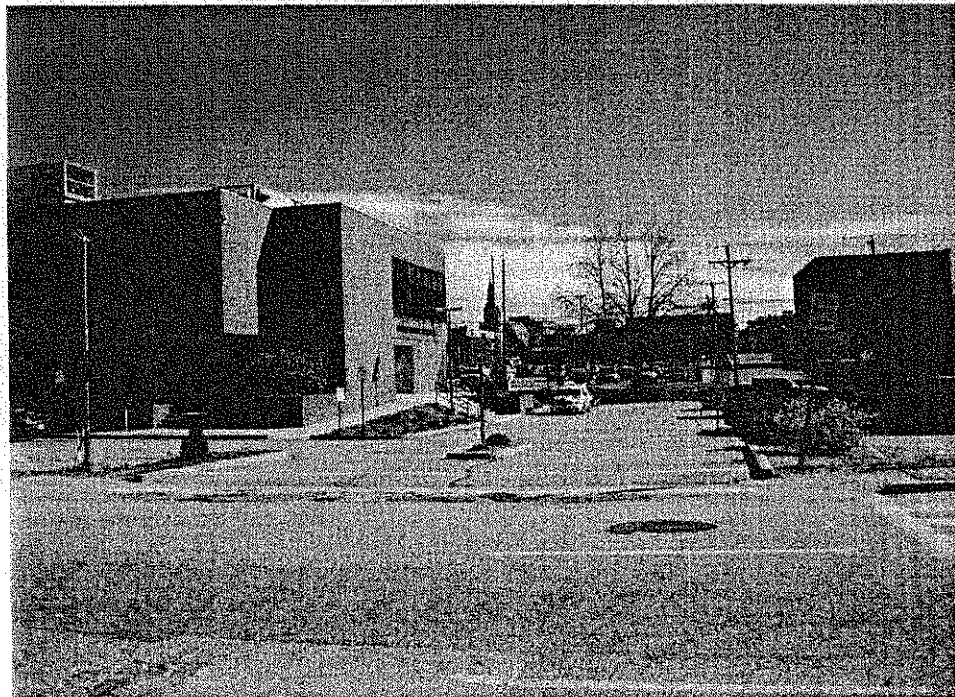
Total Area This Floor: 9,541 SF

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J	<small> DIVISION OF CITY OF NASHUA 25 WALNUT STREET, NASHUA, NH 03060 (603) 888-1111 </small>																														

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



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



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

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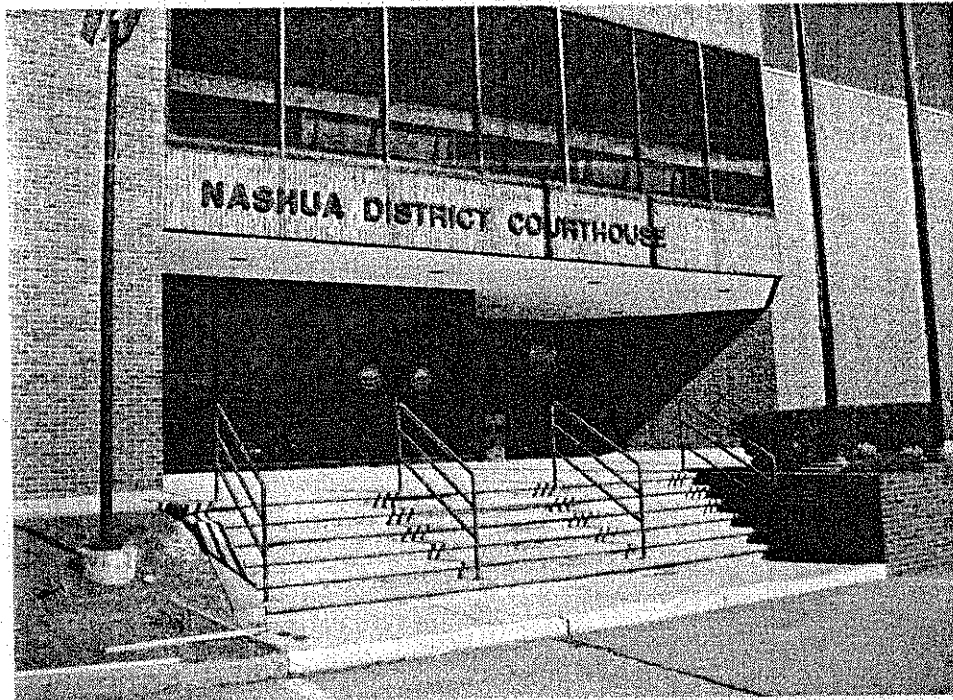


#3 – Looking from the subject roof toward the primary parking area. Note parking spaces in a semi-circle along Walnut Street.

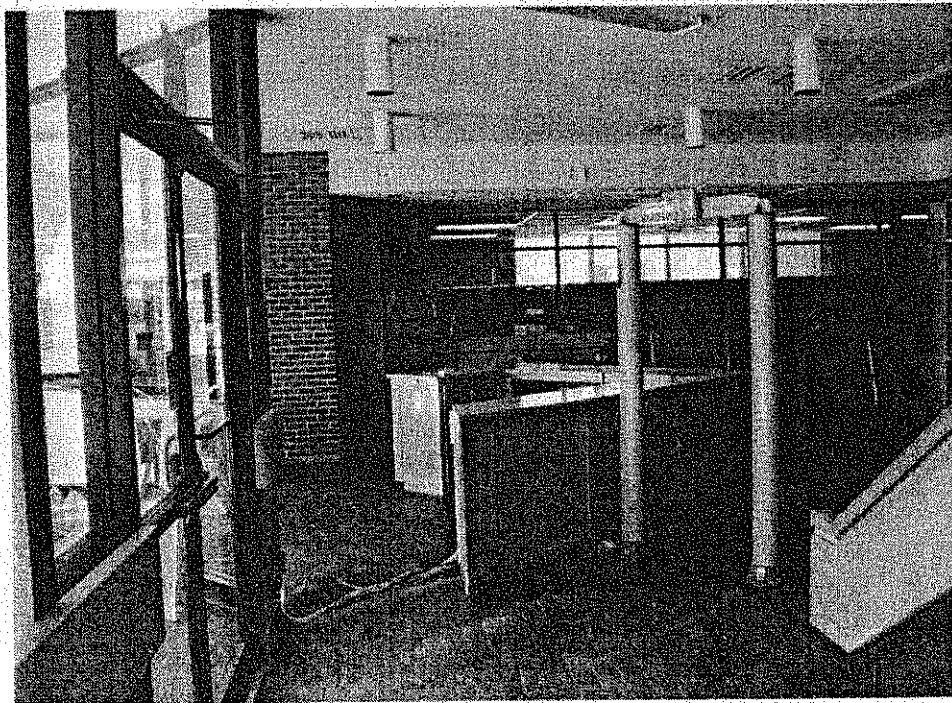


#4 – Looking at the subject eastern elevation, as seen from opposite Walnut Street.

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#5 – A close-up of the main entry.

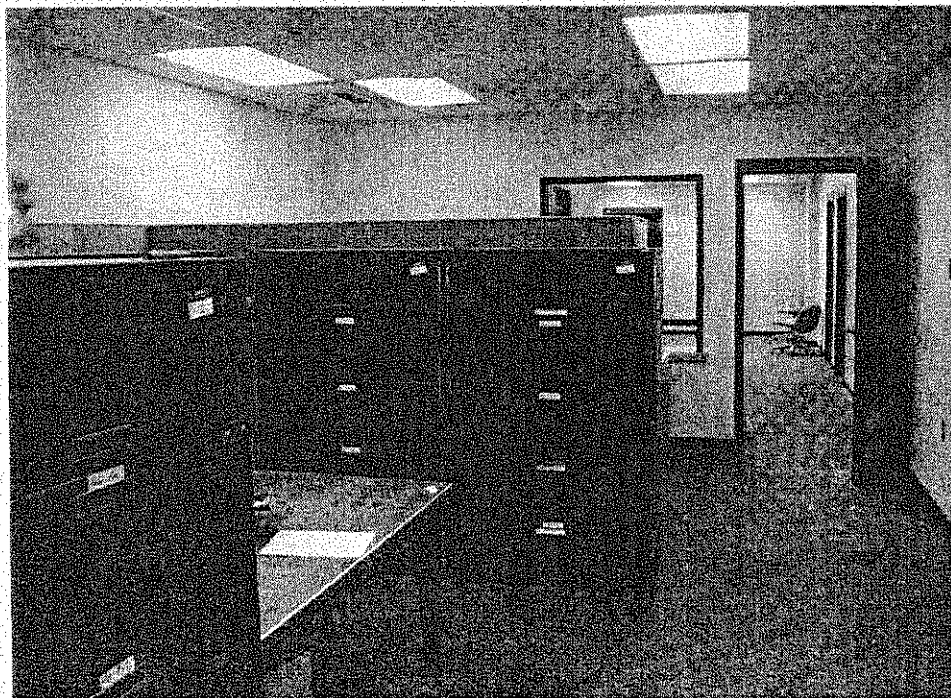


#6 – A view inside the entry lobby. The "archway" on the right is a metal detector.

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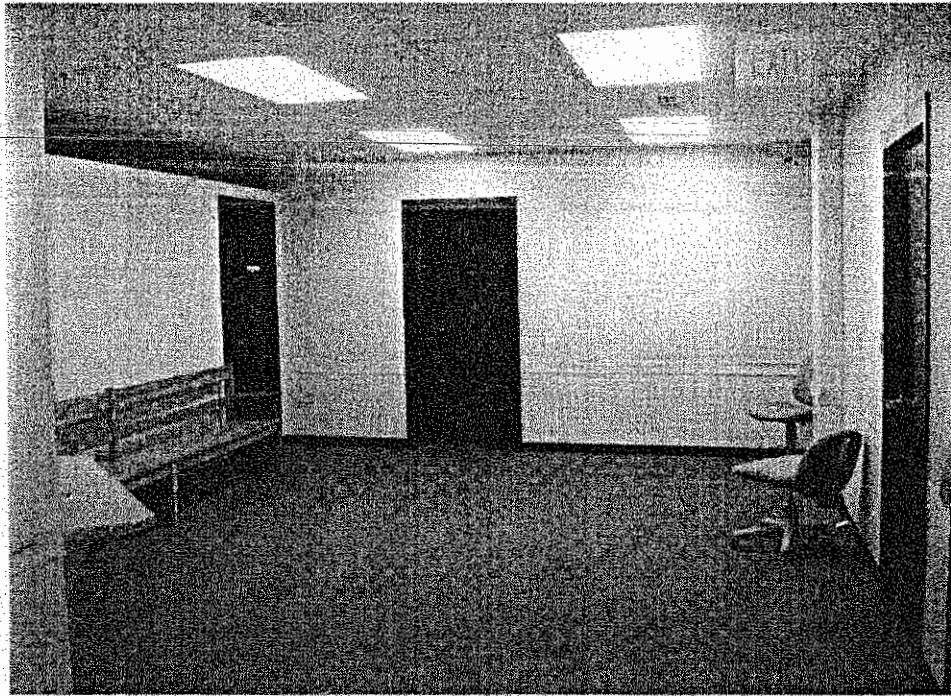


#7 – A view of the open stairway found off the lobby.



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

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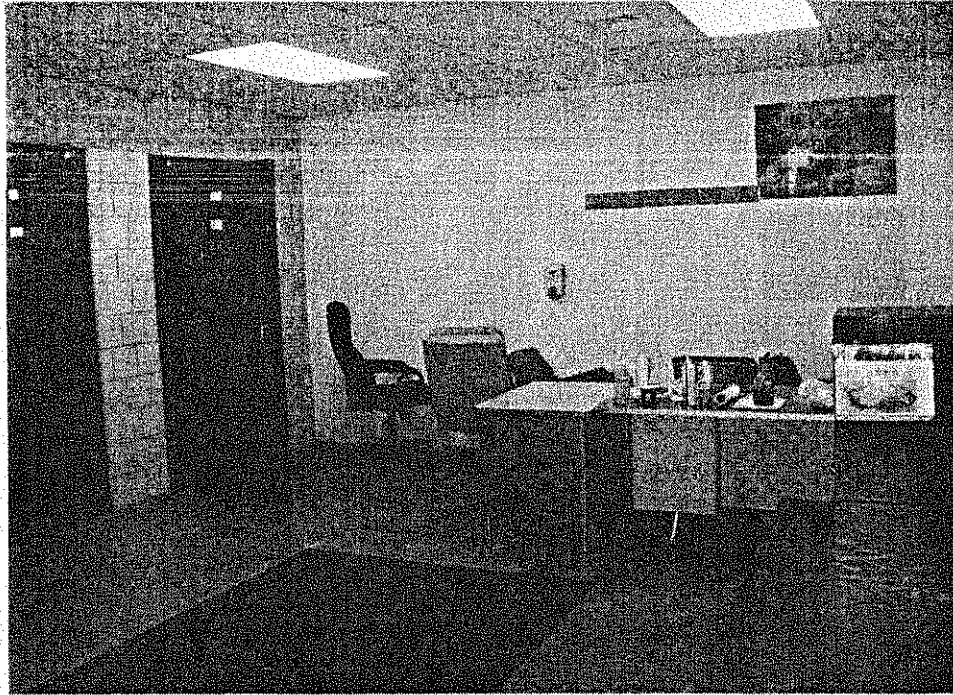


#9 – A view of the room which was used as the Juvenile Court waiting area.

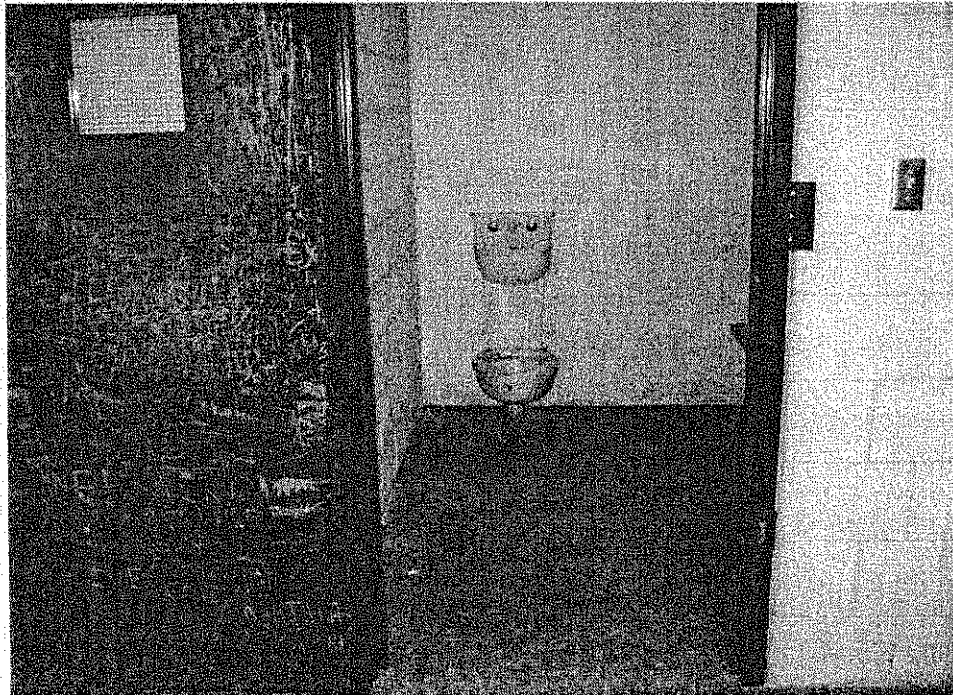


#10 – Looking toward a small, 1st floor level office.

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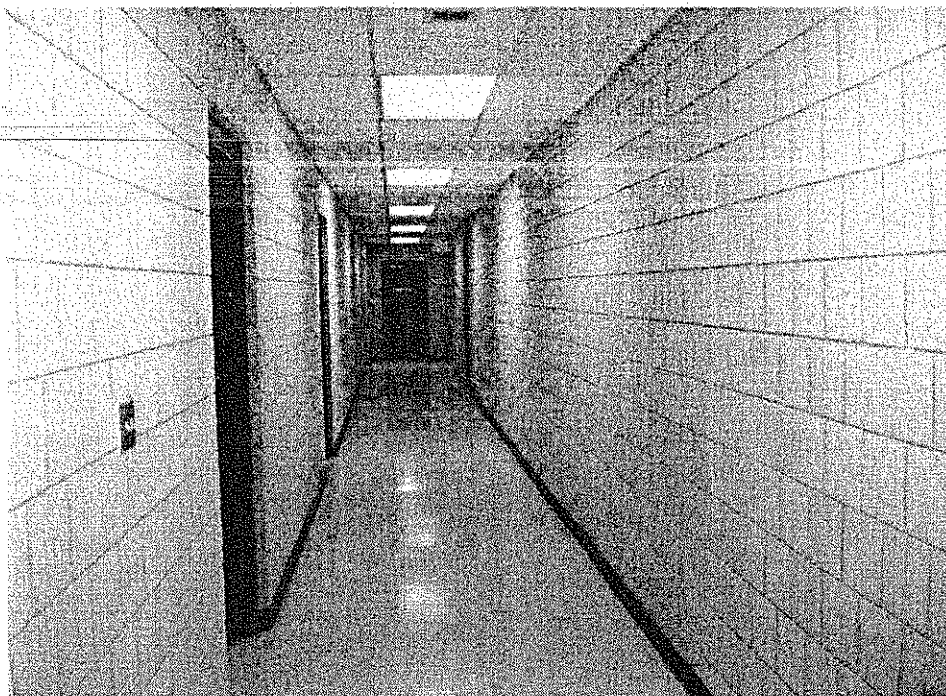


#11 – Looking within the basement level holding cell. Note cell doors – left.

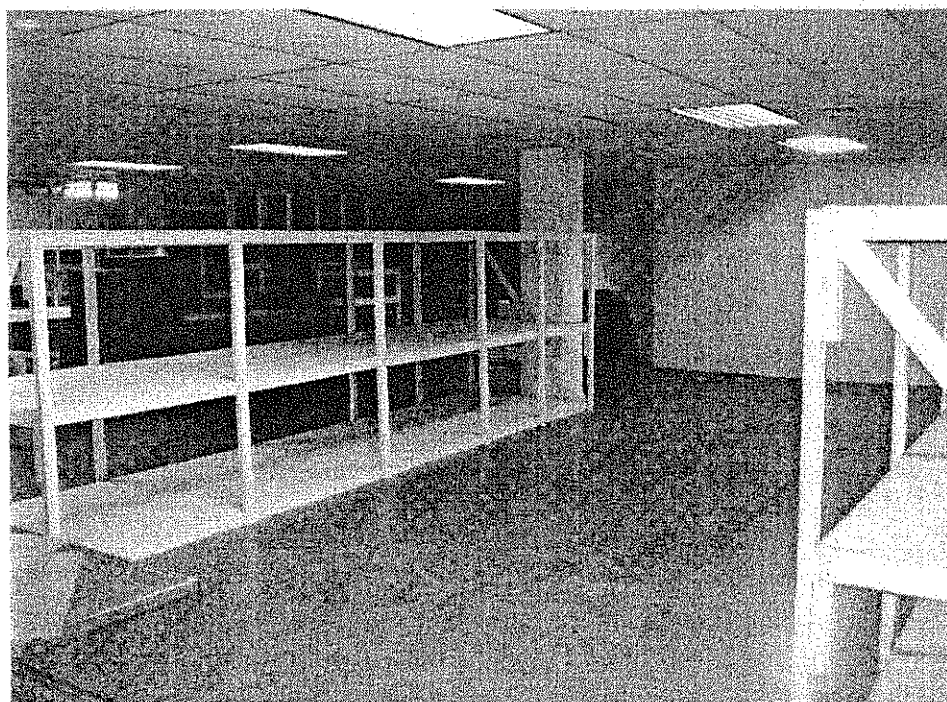


#12 – A view toward one of the six cells.

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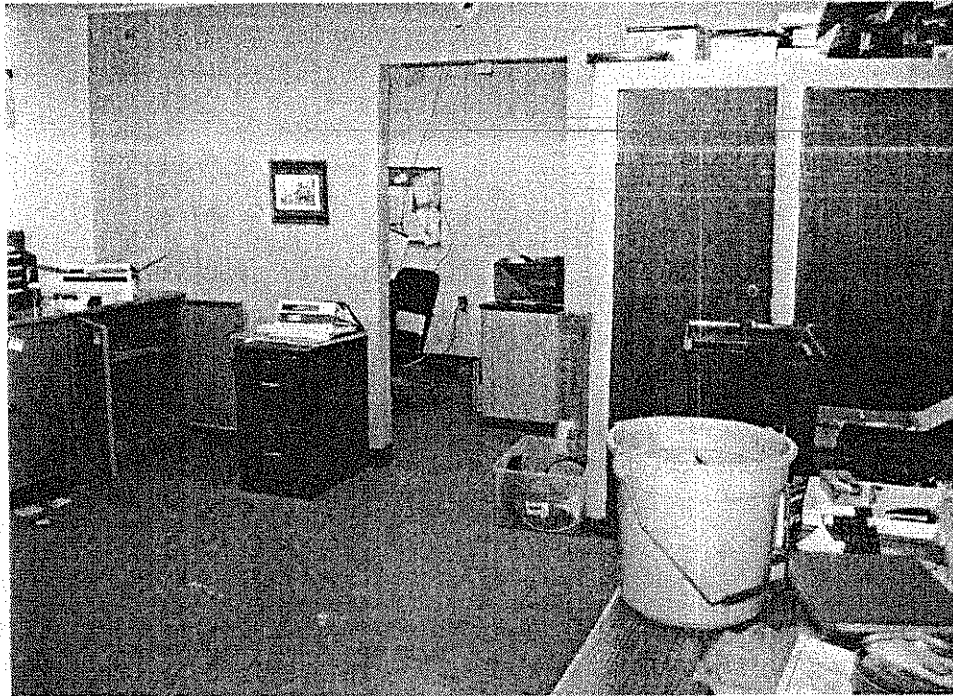


#13 – A view along the central, basement level hallway.

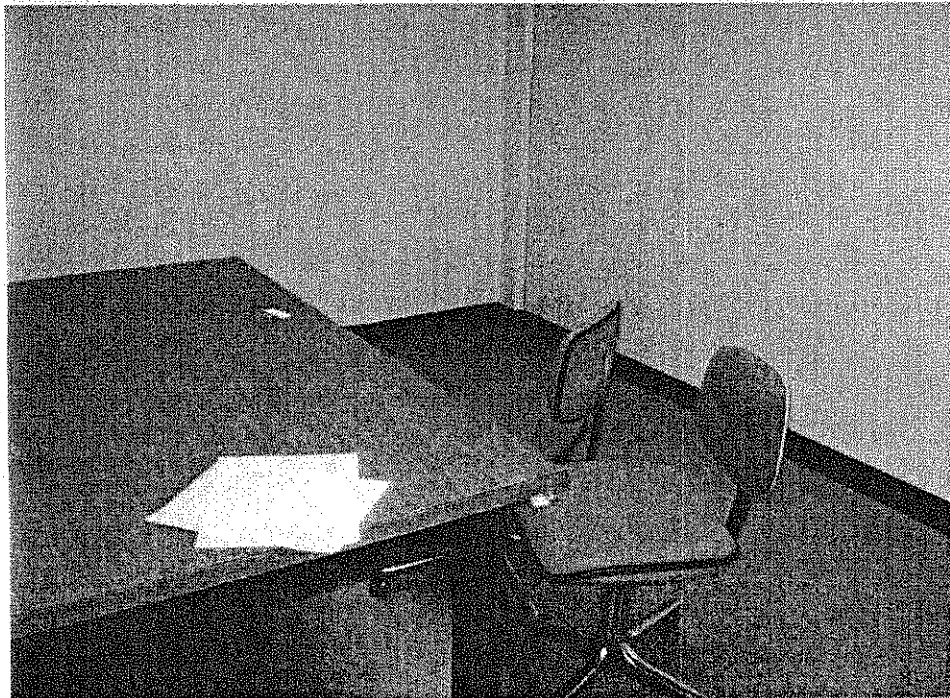


#14 – A view within the largest storage area.

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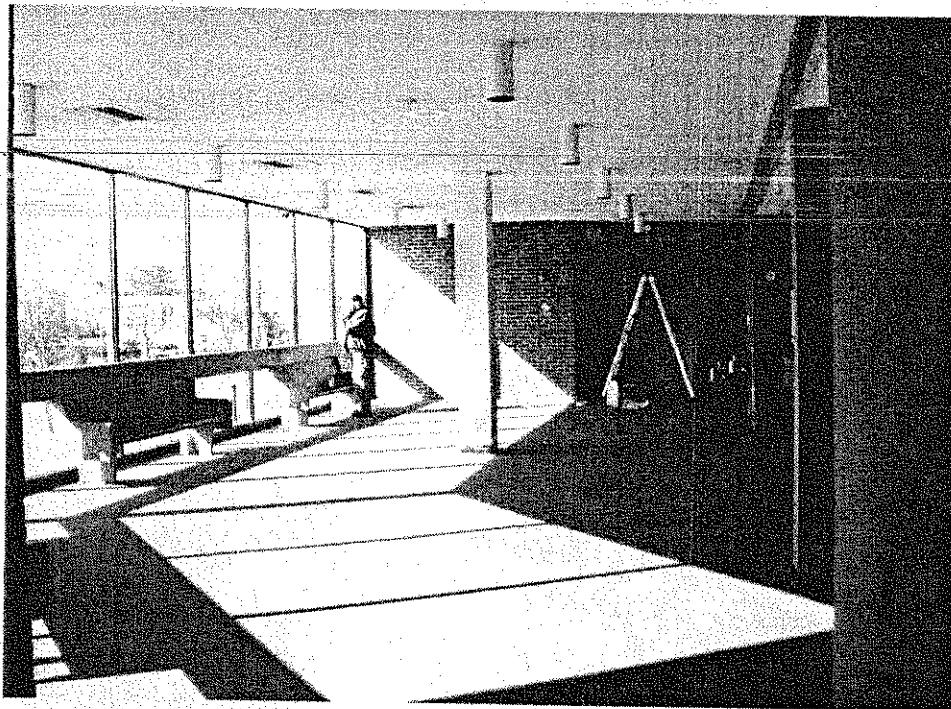


#15 -- Looking with the maintenance office.

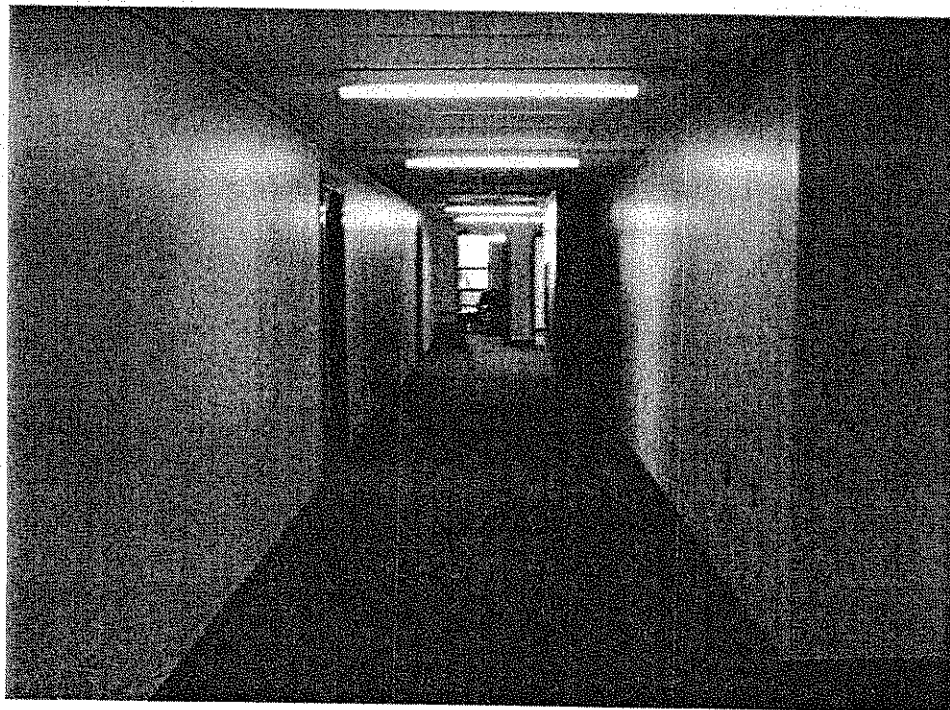


#16 -- Looking within one of 2 small, basement level, secure meeting rooms.

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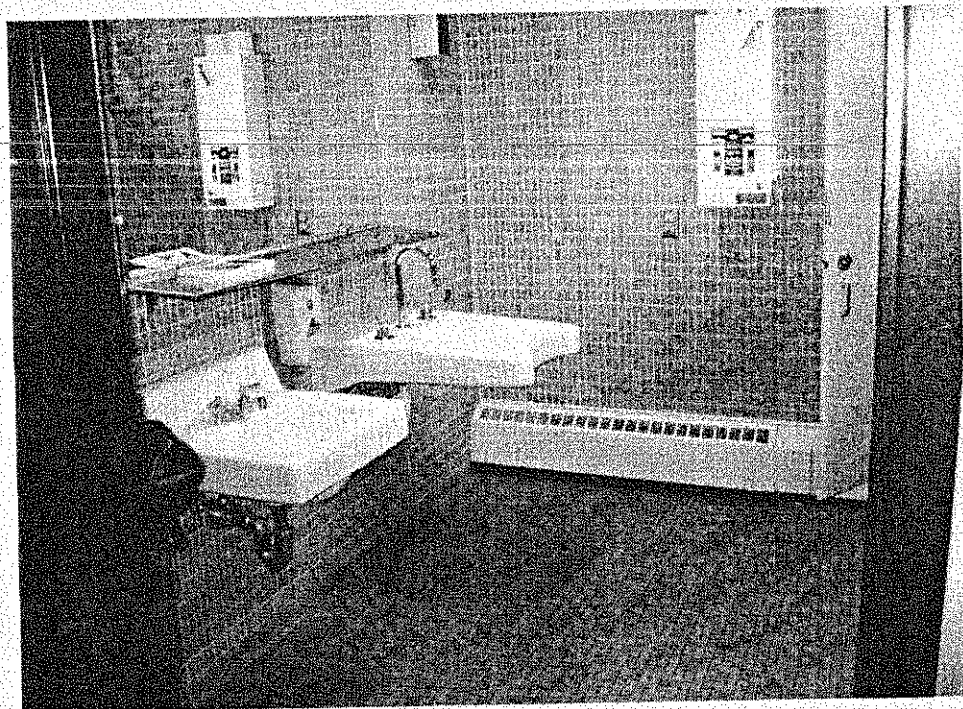


#17 – Looking across the 2nd floor level lobby. The entrance to both courtrooms is to the right.

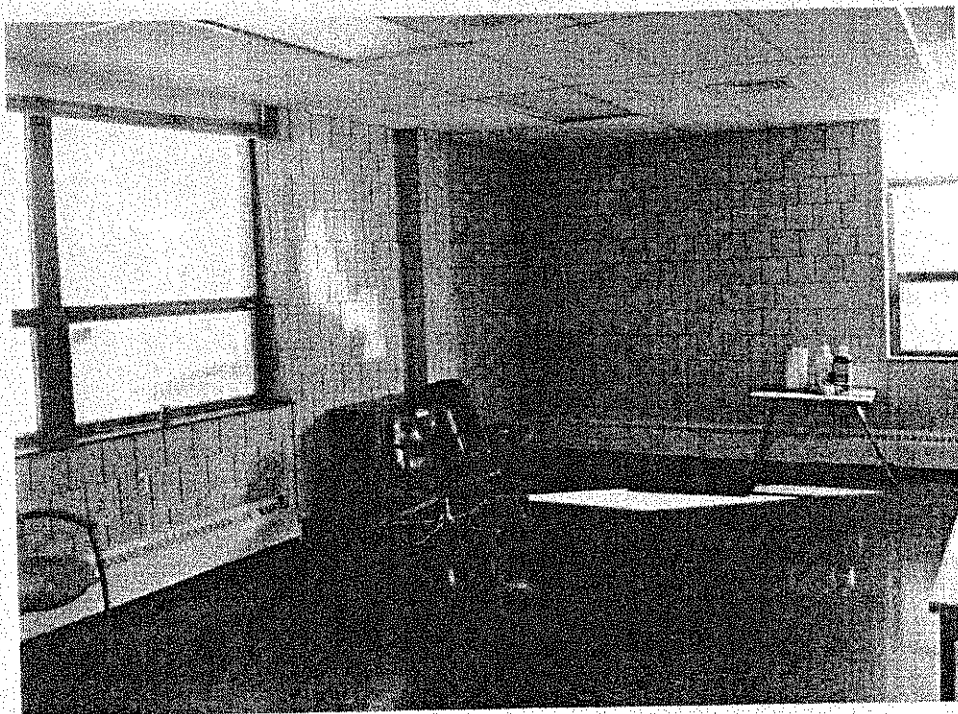


#18 – A view of the hallway to the rear of the courtrooms.

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#19 – Looking at a typical public bathroom.

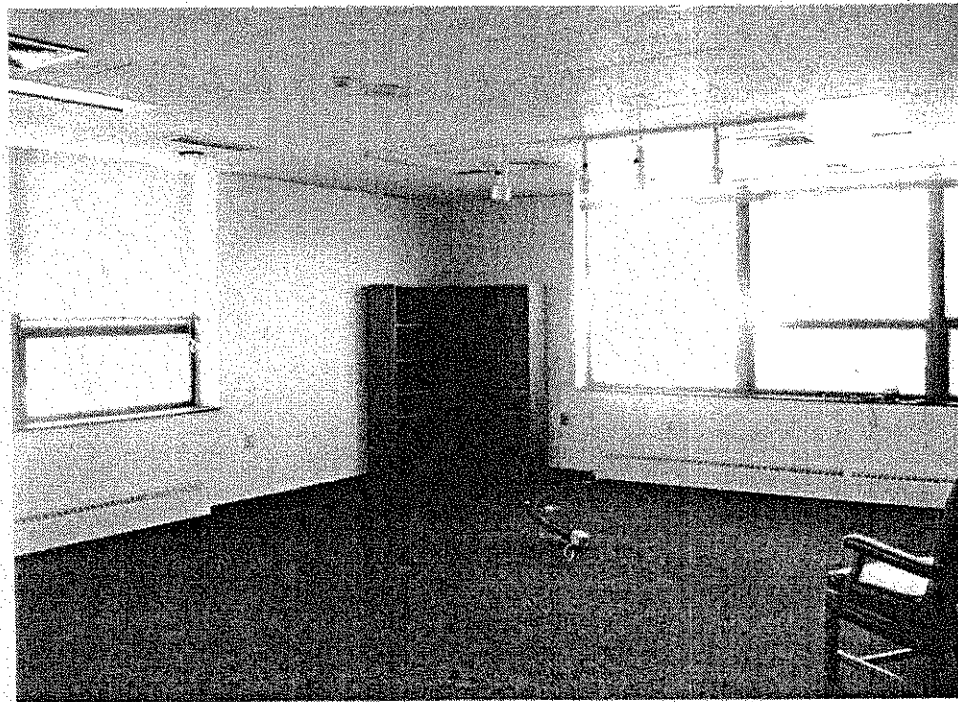


#20 – A view within the 2nd story breakroom.

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

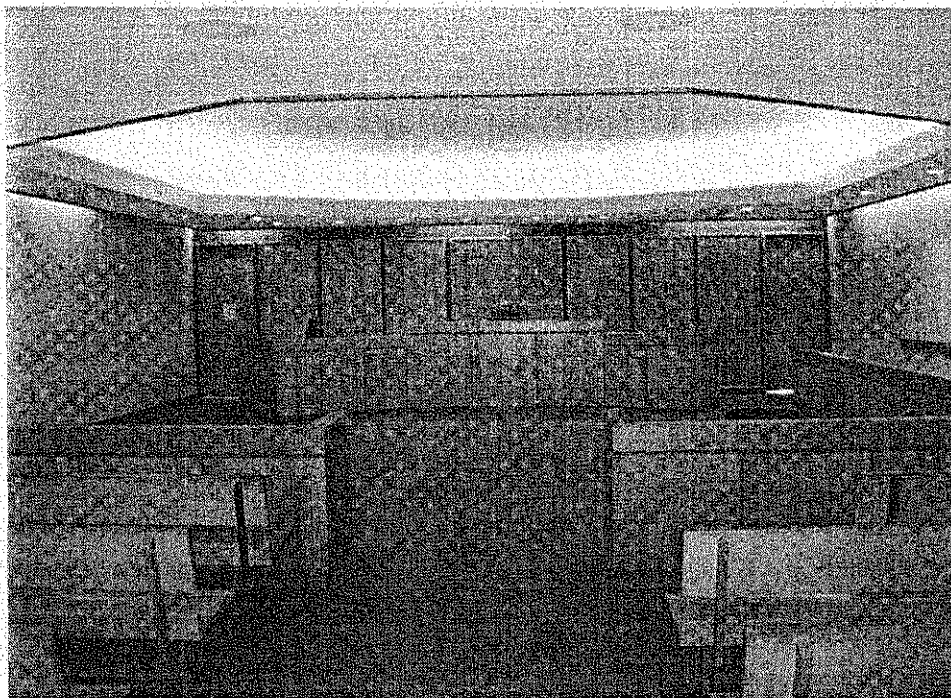


#21 – Looking within a typical small, 2nd story office.



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

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



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



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

MARKET ANALYSIS

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

COMMERCIAL VACANT LAND

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

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

OFFICE MARKET

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

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

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

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

UNIQUE SUBJECT CHARACTERISTICS

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

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

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

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

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

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

THE HIGHEST AND BEST USE CONCLUSION

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

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

AS IF VACANT

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

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

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

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

AS IMPROVED

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

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

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

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

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

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

VALUATION

State of NH Property - Nashua District Courthouse

McMANUS & NAULT APPRAISAL CO., INC.

VALUATION PREMISES

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

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

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

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

VALUATION PREMISES - BEFORE (CONT.)

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

THE SALES COMPARISON APPROACH

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

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

THE SALES COMPARISON APPROACH (CONT.)

IMPROVED SALES GRID
25 WALNUT STREET
NASHUA, NH

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

State of NH Property - Nashua District Courthouse

THE SALES COMPARISON APPROACH (CONT.)

EXPLANATION OF ADJUSTMENTS

PROPERTY RIGHTS CONVEYED

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

FINANCING

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

CONDITIONS OF SALE

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

DATE OF SALE

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

THE SALES COMPARISON APPROACH (CONT.)

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

LOCATION

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

BUILDING SIZE

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

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

THE SALES COMPARISON APPROACH (CONT.)

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

QUALITY/CONDITION

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

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

THE SALES COMPARISON APPROACH (CONT.)

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

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

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

LAND AREA

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

THE SALES COMPARISON APPROACH (CONT.)

SUMMARY

The study of sales provide the following indications of value:

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

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

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

Rounded to:

\$1,400,000

THE INCOME APPROACH

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

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

INCOME

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

THE INCOME APPROACH (CONT.)

RENTAL COMPARABLES

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

THE INCOME APPROACH (CONT.)

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

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

EXPENSES

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

THE INCOME APPROACH (CONT.)

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

DIRECT CAPITALIZATION

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

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

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

RENOVATION EXPENSE

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

THE INCOME APPROACH (CONT.)

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

Round to:

\$1,280,000

THE INCOME APPROACH (CONT.)

NET OPERATING INCOME
25 WALNUT STREET
NASHUA, NH

INCOME

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

EXPENSES

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

NET INCOME \$125,227

CAP RATE 8.50%

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

ESTIMATED RENOVATION EXPENSE \$189,080

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

ROUNDED TO: \$1,280,000

VALUE PER SF \$56.88

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

RECONCILIATION

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

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

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

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

\$1,300,000

QUALIFICATIONS
KEVIN A. MCMANUS

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

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

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

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

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

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

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

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

American Institute of Real Estate Appraisers: Basic Valuation Procedures.

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

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

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

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

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

Instruction Experience:

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

Significant Appraisal Assignments:

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

APPENDIX A
LEGAL DESCRIPTION

224978

92 MAY 21 PM 2:50

QUITCLAIM DEED

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

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

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

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

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

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



CITY OF NASHUA
OFFICE OF
CORPORATION COUNSEL

MS340 PG1959

-2-

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

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

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

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

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

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



CITY OF NASHUA
OFFICE OF
CORPORATION COUNSEL

THE CITY OF NASHUA

Rob Wagner
Rob Wagner, Mayor

BK5340 PB1960

-3-

STATE OF NEW HAMPSHIRE
HILLSBOROUGH, SS.

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


Justice of the Peace/Notary Public



CITY OF NASHUA
OFFICE OF
CORPORATION COUNSEL

005340 001961

NASHUA HOUSING AUTHORITY

RESOLUTION

R-92-1391

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

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

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

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

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

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

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

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

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


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

85340 061962

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

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

A true copy; attest


Selma Pastor, Chair
Nashua Housing Authority

SK5340 Pg1963

APPENDIX B
IMPROVED SALES

SALE #1

ADDRESS: 19 Chestnut Street Nashua, NH

LEGAL DATA

GRANTOR: Cameron RAL Estate Inc

GRANTEE: PLUS CO Inc

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

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

FINANCING: \$980,000 through TD Bank

PROPERTY RIGHTS
TRANSFERRED: Fee Simple

EASEMENTS OR
RESTRICTIONS: None known to impact value

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

CONDITION OF SALE: Arm's Length

NEIGHBORHOOD

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

SITE DESCRIPTION

MAP / LOT: 80/90

ZONING: D-1 and M U Overlay district

LOT SIZE: 1.15 acres

SEWER: Public WATER: Public ELECTRIC: Yes

IMPROVEMENTS:

YEAR BUILT: 1978

TOTAL BUILDING AREA: 24,640± SF

SALE #1 (CONT.)

EXTERIOR DESCRIPTION:

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

INTERIOR DESCRIPTION:

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

SYSTEMS:

Gas - fired central HVAC furnaces and central AC

PROPERTY DETAILS

PROPERTY USE AT
TIME OF SALE:

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

INTENTION OF BUYER:

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

HIGHEST AND BEST USE
AT TIME OF SALE:

Office building.

COMMENTS/DETAILS:

The grantee indicated the unusual building exterior finish did not negatively impact the desirability for their use. The broker believed the design excluded consideration by some office buyers, and negatively impacted the market value.

SALE #1 (CONT.)



SALE #2

ADDRESS: 188 Main Street Nashua, NH

LEGAL DATA

GRANTOR: BRM Real Estate Holdings, LLC

GRANTEE: Martins Management Associates

DATE OF SALE: 12/16/10 DATE RECORDED: 12/17/10

SALES PRICE: \$1,195,000 UNIT PRICE: \$81.26 / SF

FINANCING: None noted. Cash to seller.

PROPERTY RIGHTS
TRANSFERRED: Partial Leased Fee (66% occupied)

EASEMENTS OR
RESTRICTIONS: None known to impact value

CONFIRMATION: K. McManus with Thomas Fini - broker.

CONDITION OF SALE: Arm's Length

NEIGHBORHOOD

LOCATION/CHARACTER: This property fronts on Main Street at the intersection with East Pearl Street, in the middle of the Central Business District and in close proximity to the appraised.

SITE DESCRIPTION

MAP / LOT: 33/114

ZONING: D-1 and M U Overlay district

LOT SIZE: 0.26 acres (12 off-street parking spaces)

SEWER: Public WATER: Public ELECTRIC: Yes

IMPROVEMENTS:

YEAR BUILT: 1900

YEAR LAST RENOVATED: 2008 (Partial)

SALE #2 (CONT.)

TOTAL BUILDING AREA: 14,706± SF

EXTERIOR DESCRIPTION: A 3 story masonry "block" building with entire remodeled façade resembling good quality, gut renovated offices.

INTERIOR DESCRIPTION: The first two floors (out of 3) were renovated by the existing bank tenant to Class A office space. The 3rd floor level had been vacated shortly prior to the purchase and was in need of entire cosmetic refinishing.

SYSTEMS: Gas - fired forced hot water heating and central AC throughout.

PROPERTY DETAILS

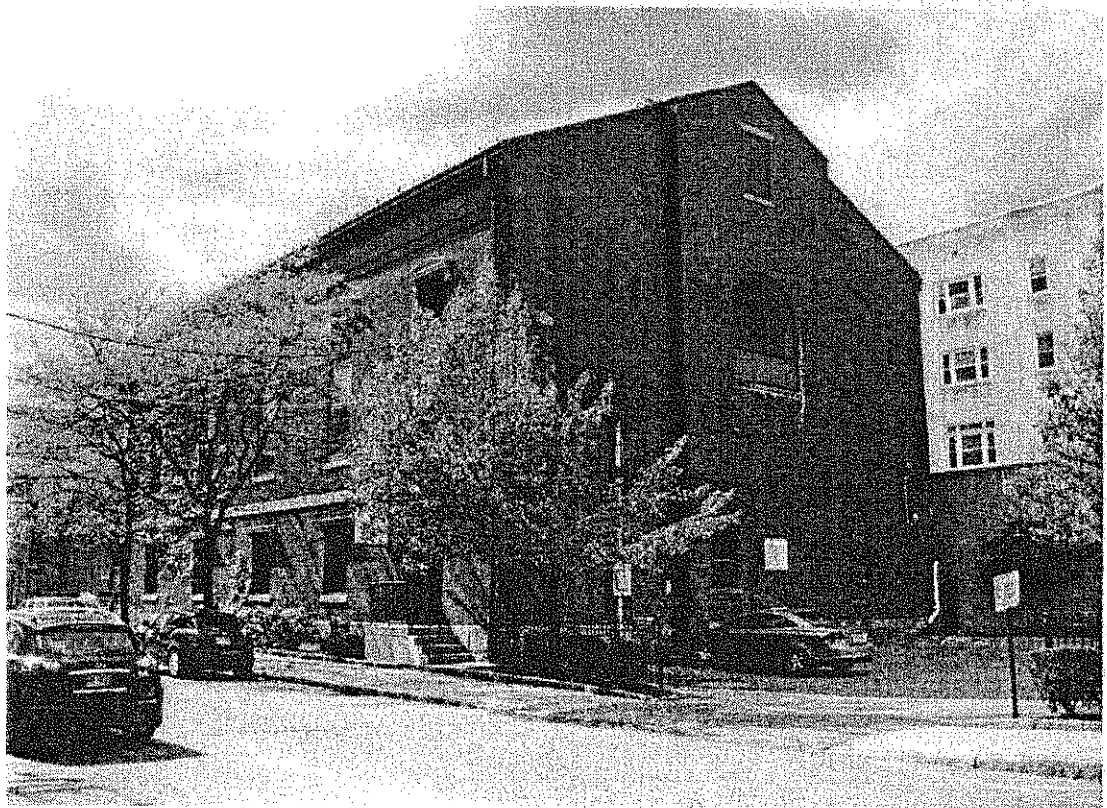
PROPERTY USE AT
TIME OF SALE: The first two floors were leased entirely to Nashua Bank. The third floor level was vacant.

INTENTION OF BUYER: The buyer intended to renovate the 3rd floor level as additional leased space.

HIGHEST AND BEST USE
AT TIME OF SALE: Multi-tenant office building.

COMMENTS/DETAILS: The small lot with relative lack of off street parking spaces negatively impacted the market for this sale property.

SALE #2 (CONT.)



SALE #3

ADDRESS: 9 Executive Drive Merrimack, NH

LEGAL DATA

GRANTOR: 100 Market Street LLC

GRANTEE: Cameron Real Estate Inc

DATE OF SALE: 12/21/10 DATE RECORDED: 12/22/10

SALES PRICE: \$1,400,000 UNIT PRICE: \$51.21 / SF

FINANCING: None noted. Cash to seller.

PROPERTY RIGHTS
TRANSFERRED: Leased Fee (50% occupied)

EASEMENTS OR
RESTRICTIONS: None known to impact value

CONFIRMATION: K. McManus with Doug Martin – broker.

CONDITION OF SALE: Arm's Length

NEIGHBORHOOD

LOCATION/CHARACTER: This property is located conveniently close to the Everett Turnpike, exit 11. The Executive Drive neighborhood includes a modern movie complex, however, there are two large scale, long term vacant hotel properties which detract from the appeal of the area.

SITE DESCRIPTION

MAP / LOT: 40/70

ZONING: C-2 Commercial

LOT SIZE: 1.50 acres

SEWER: Public WATER: Public ELECTRIC: Yes

IMPROVEMENTS:

YEAR BUILT: 1982

SALE #3 (CONT.)

TOTAL BUILDING AREA: 27,338± SF

EXTERIOR DESCRIPTION: A 2 story masonry construction multi-tenant office building with sufficient windows on both floor levels. Good structural quality of construction and in good condition for its age.

INTERIOR DESCRIPTION: The interior was entirely average quality finished office space with suspended acoustical ceilings, gypsum walls and carpeted and linoleum flooring. Generally in good condition.

SYSTEMS: Gas - fired central HVAC system.

PROPERTY DETAILS

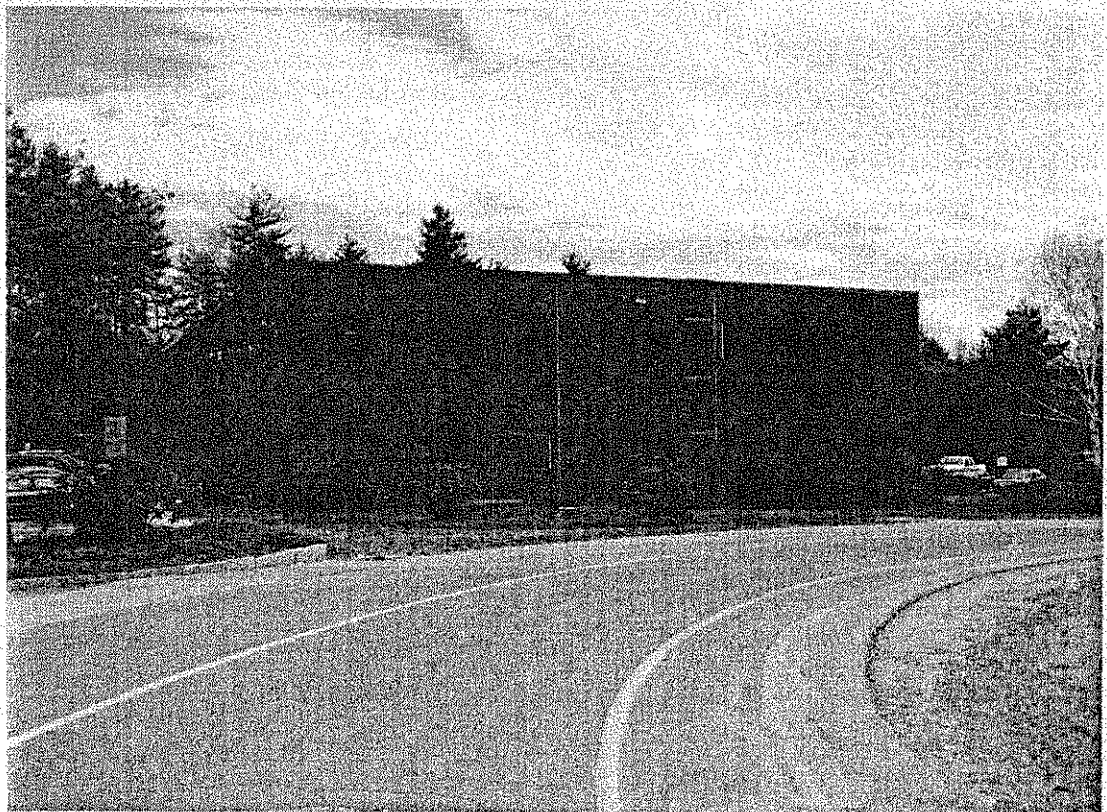
PROPERTY USE AT
TIME OF SALE: The building was 50% occupied by tenants including the Nashua Regional Planning Commission and Life Plans, Inc.

INTENTION OF BUYER: The buyer intended to aggressively market the vacant space at rates of \$13.00 - \$14.00 SF Gross.

HIGHEST AND BEST USE
AT TIME OF SALE: Multi-tenant office building.

COMMENTS/DETAILS: The source indicated the low occupancy rate at the time of sale strongly influenced the sales price, which was originally listed a year and a half earlier for 70% more than the closing price.

SALE #3 (CONT.)



SALE #4

ADDRESS: 1662 Elm Street Manchester, NH

LEGAL DATA

GRANTOR: Manchester Mirror, LLC

GRANTEE: 1662 Elm LLC

DATE OF SALE: 3/8/10 DATE RECORDED: 3/9/10

SALES PRICE: \$1,600,000 UNIT PRICE: \$84.33 / SF

FINANCING: \$749,000 through People's United Bank. \$700,000 through W.H. Craig

PROPERTY RIGHTS
TRANSFERRED: Fee Simple with Billboard Income (see Comments)

EASEMENTS OR
RESTRICTIONS: None known to impact value

CONFIRMATION: K. McManus with Deanna Caron - broker.

CONDITION OF SALE: Arm's Length

NEIGHBORHOOD

LOCATION/CHARACTER: This property is located on the northern end of Elm Street, at the edge of the city's central business district, at the intersection with the Amoskeag Bridge intersection.

SITE DESCRIPTION

MAP / LOT: 162/3 A & B

ZONING: Commercial

LOT SIZE: 0.94 acres

SEWER: Public WATER: Public ELECTRIC: Yes

IMPROVEMENTS:

YEAR BUILT: 1956

SALE #4 (CONT.)

YEAR LAST RENOVATED: 2000 (Partial)

TOTAL BUILDING AREA: 18,972± SF

EXTERIOR DESCRIPTION: A 3 story masonry building with entire remodeled façade resembling good quality, recently constructed offices. There is a roof-mounted billboard.

INTERIOR DESCRIPTION: The source indicated the entire building was in good – very good condition to include portions recently renovated to Class A quality office use. The sale includes basement area with full, above-grade access to the rear.

SYSTEMS: Gas - fired forced central HVAC throughout.

PROPERTY DETAILS

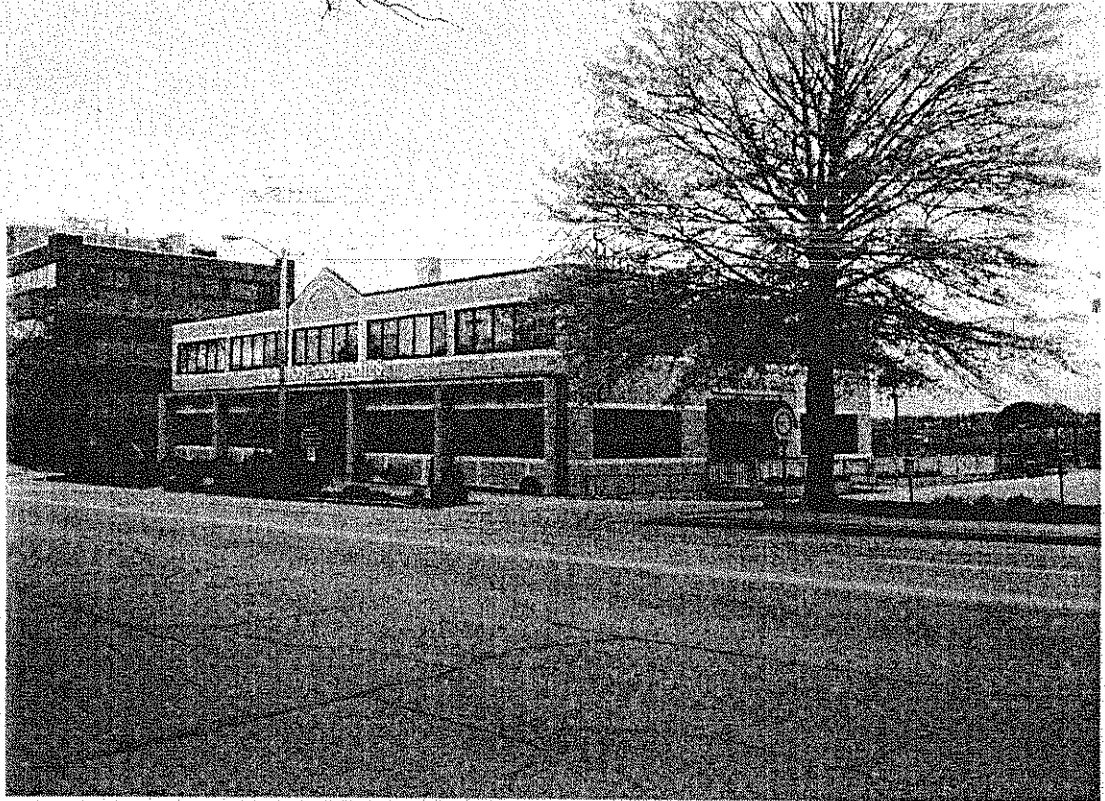
PROPERTY USE AT
TIME OF SALE: The entire building had been vacated shortly prior to the purchase. The roof-mounted billboard was leased and believed to generate \$10,000 net income.

INTENTION OF BUYER: The buyer intended to renovate the property in its entirety with little renovations.

HIGHEST AND BEST USE
AT TIME OF SALE: Multi-tenant office building.

COMMENTS/DETAILS: The billboard which generated an estimated \$10,000 net income annually contributed value as per the broker.

SALE #4 (CONT.)



APPENDIX C

RENT COMPARABLES

RENTAL SURVEY #1

BUILDING NAME: Elliott Plaza

LOCATION: 88 Main Street Nashua, NH

TYPE SPACE: Multi-tenant block office

VERIFIED BY: K. McManus with Thomas Fini - Broker

LESSOR: Martins Management Associates

LESSEE: Various

RENTAL SIZE: 1,000 – 2,000 SF

LEASE TERM: Varies

RATE / SF \$16.00

RATE MONTHLY: N/A

LESSOR PAYS: Gross

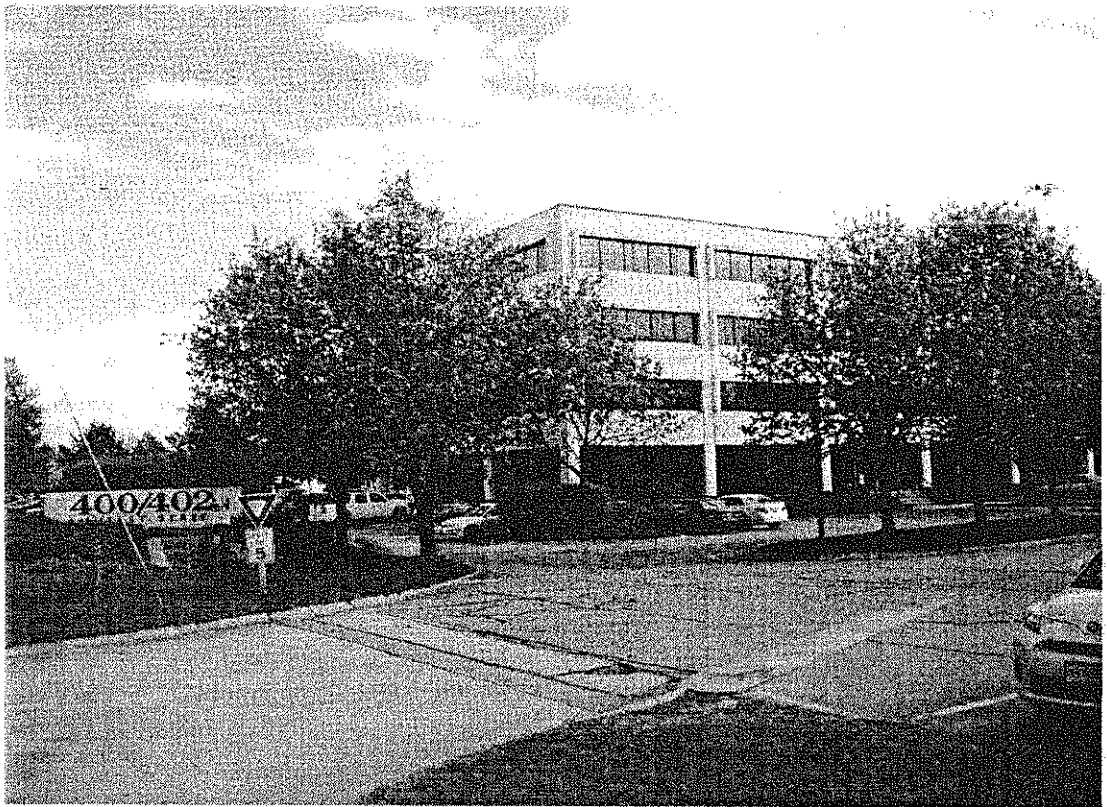
BUILDING DESCRIPTION: A good quality antique masonry block building recently renovated interior & exterior

COMMENTS: This building is analyzed in the Sales Approach as Sale #2. The above information is converted at the approximate cost from a "net" to "gross" basis.

RENTAL SURVEY #2

LOCATION:	400 Amherst Street Nashua, NH
TYPE SPACE:	Multi-tenant Office
VERIFIED BY:	K. McManus with Lawrence Hirsch - Broker
LESSEE:	Environmental Interiors
RENTAL SIZE:	10,000 SF
LEASE TERM:	3 years
RATE / SF	\$14.50
RATE MONTHLY:	\$12,083
LESSOR PAYS:	Gross
BUILDING DESCRIPTION:	400 Amherst and the adjacent 402 Amherst Street comprise a total of 72,000 SF of modern, multi-tenant office space in an intense commercially developed portion of the city. The buildings are located directly opposite the Somerset Parkway, exit 8 from the Everett Turnpike.

RENTAL SURVEY #2 (CONT.)



RENTAL SURVEY #3

BUILDING NAME: Indian Head Plaza

LOCATION: 30 Temple Street, Nashua, NH

TYPE SPACE: Multi-tenant office

VERIFIED BY: K. McManus with Kim Reagan - Broker

LESSEE: Various

RENTAL SIZE: 2,000 SF – 9,000 SF

LEASE TERM: 5 years

RATE / SF \$14.50

RATE MONTHLY: N / A

LESSOR PAYS: Gross

BUILDING DESCRIPTION: Indian Head Plaza is a 7 story multi-tenant office constructed in 1983. According to the source and physical inspection, the modern relatively appealing design suffered from deferred maintenance to include some windows with plywood.

COMMENTS: The source indicated there were 7 new tenants representing 25,000 SF since June of 2011, at rates as above. As per the source, after a prolonged period of mismanagement, the building went from 75% vacant to approximately 50% occupied in the past 18 months.

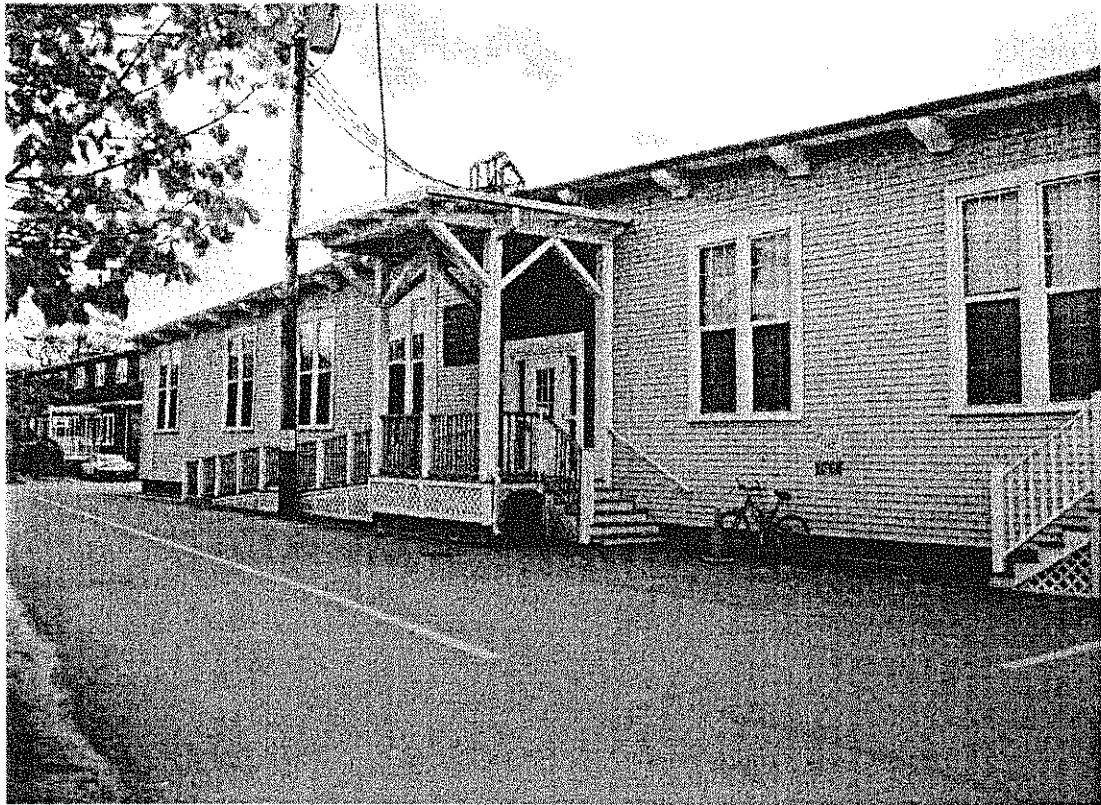
RENTAL SURVEY #3 (CONT.)



RENTAL SURVEY #4

LOCATION:	3 Pine Street Extension Nashua, NH
TYPE SPACE:	Office
VERIFIED BY:	K. McManus with State of NH Bureau of Planning & Management
LESSEE:	NH Department of Corrections
RENTAL SIZE:	3,632 SF
LEASE TERM:	3 years
RATE / SF	\$18.75
RATE MONTHLY:	\$5,675
LESSOR PAYS:	Gross
BUILDING DESCRIPTION:	A single story, converted wood frame mill building to multi-tenant commercial building use. This survey location is in close proximity to the appraised, somewhat further from Main Street.
COMMENTS:	The rate above is adjusted downward for inclusion of interior janitorial service. The relatively high rate may reflect unique criteria for this governmental tenant.

RENTAL SURVEY #4 (CONT.)



RENTAL SURVEY #5

LOCATION: 5 Pine Street Extension Nashua, NH

TYPE SPACE: Office

VERIFIED BY: K. McManus with State of NH Bureau of Planning & Management

LESSEE: NH Department of Health & Human Services

RENTAL SIZE: 32,437 SF

LEASE TERM: 5 years

RATE / SF \$17.50

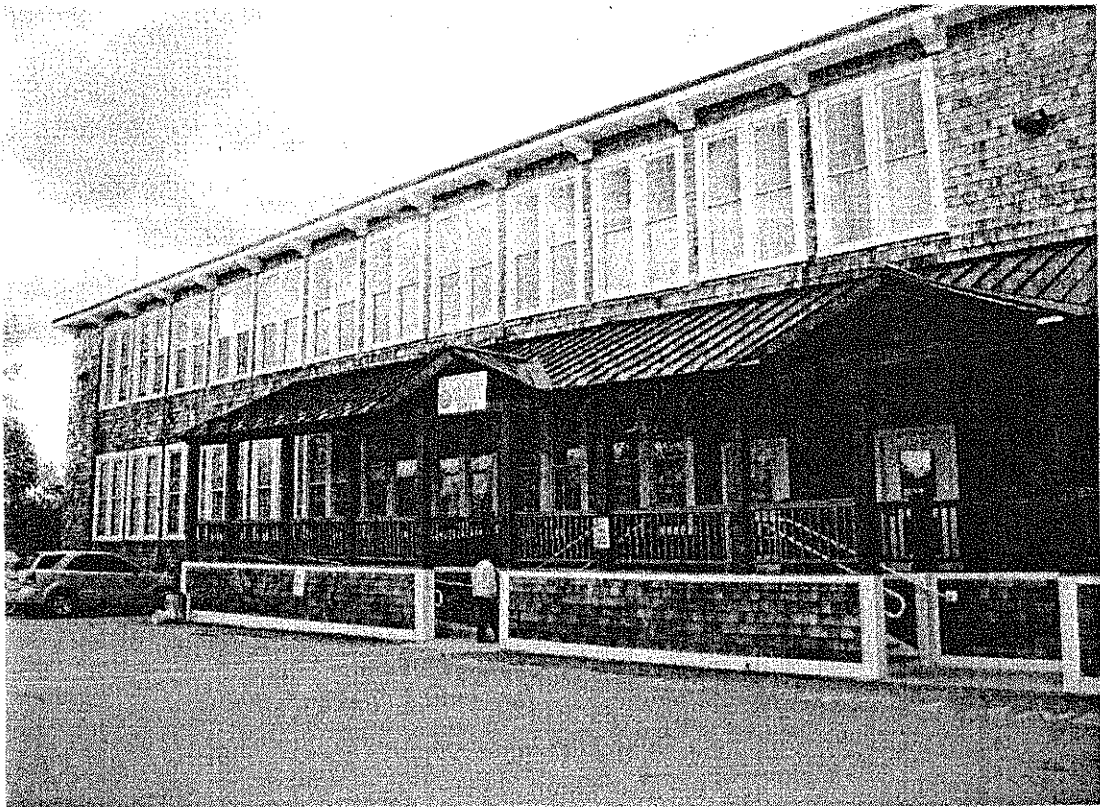
RATE MONTHLY: \$47,304

LESSOR PAYS: Gross

BUILDING DESCRIPTION: A 2-story, converted wood frame mill building to multi-tenant commercial building use. This survey location is in close proximity to the appraised, somewhat further from Main Street.

COMMENTS: The rate above is adjusted downward for inclusion of interior janitorial service. The relatively high rate may reflect unique criteria for this governmental tenant.

RENTAL SURVEY #5 (CONT.)



RENTAL SURVEY #6

LOCATION:	2 Commerce Drive Bedford, NH
TYPE SPACE:	Office
VERIFIED BY:	K. McManus with Ben Kelly - Broker
LESSEE:	Delta Management
RENTAL SIZE:	13,014 SF
LEASE TERM:	5 years
RATE / SF	\$18.00
RATE MONTHLY:	\$19,521
LESSOR PAYS:	Gross
BUILDING DESCRIPTION:	A 2-story, 1989 construction, multi-tenant masonry office building located just off of the D.W. Highway in Bedford.
COMMENTS:	The above information is converted at the approximate cost from a "net" to "gross" basis. The market for office space in Bedford is superior to that of Nashua as of the date of value.

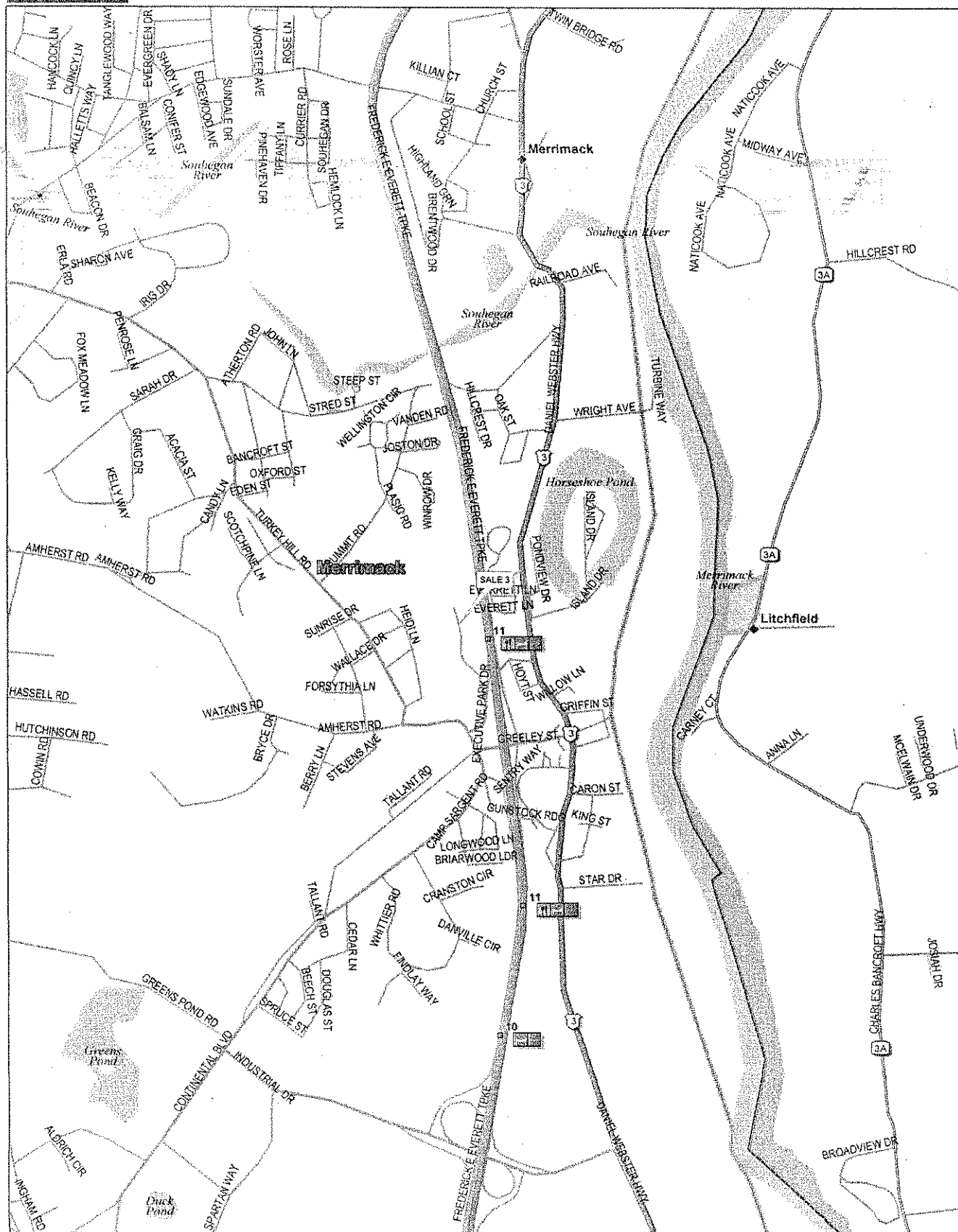
RENTAL SURVEY #6 (CONT.)



APPENDIX D

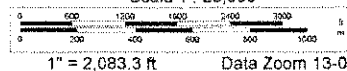
SALES & RENTS MAPS





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Scale 1 : 25,000





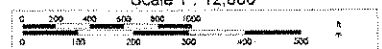
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MN (14.9°W)

Scale 1 : 12,800



Data Zoom 14-0



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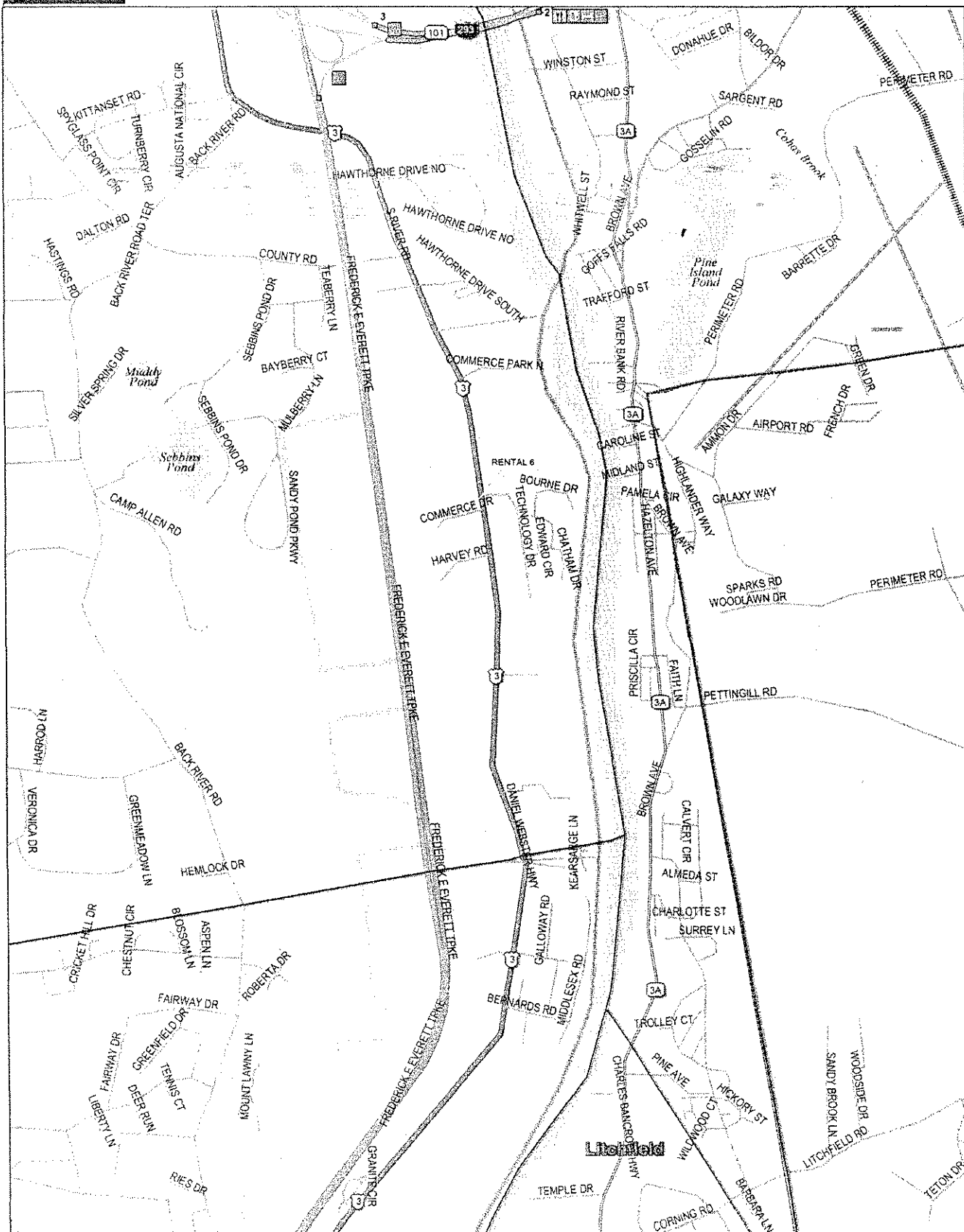
MN (14.8°W)

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1" = 1,066.7 ft

Data Zoom 14-0

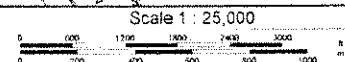


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MN (14.5°W)



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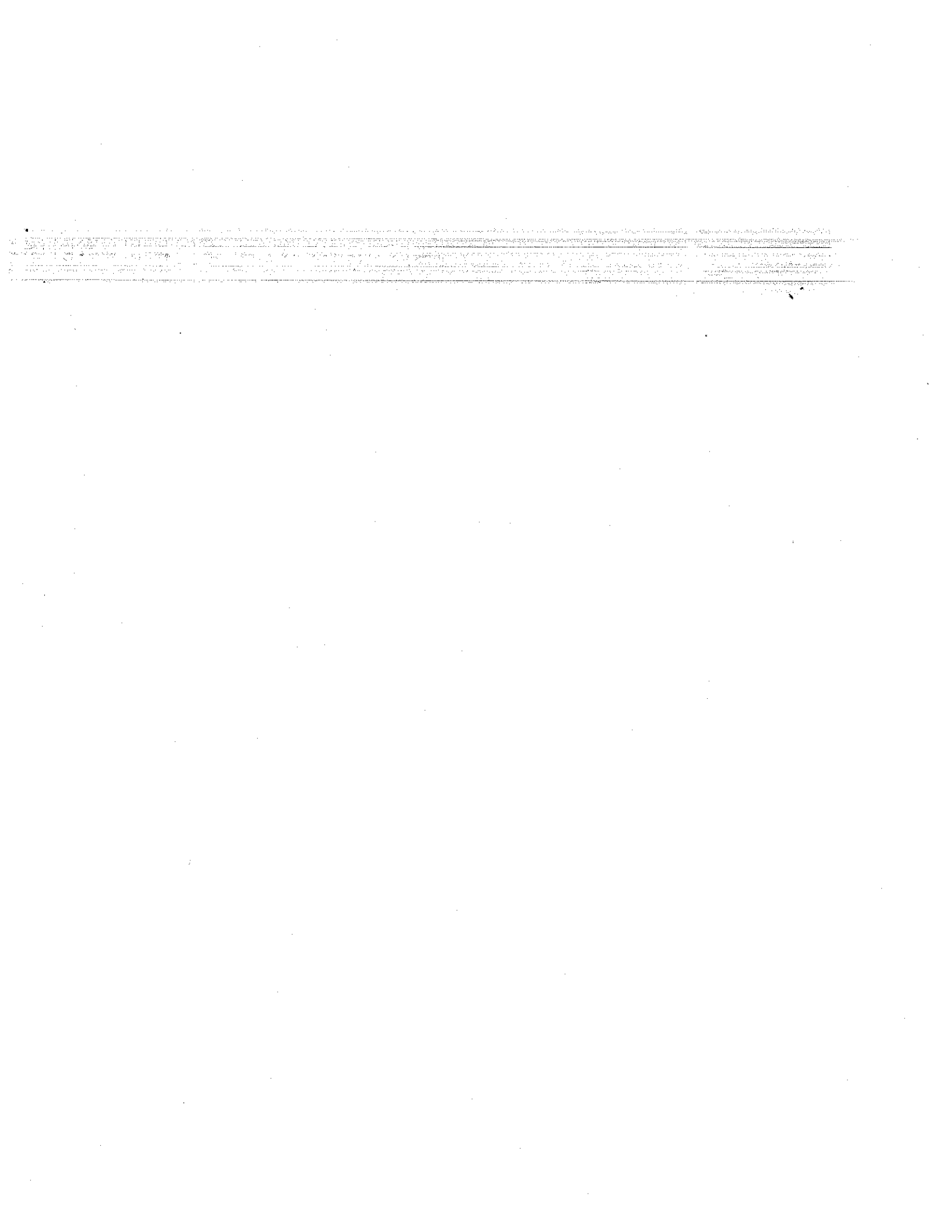
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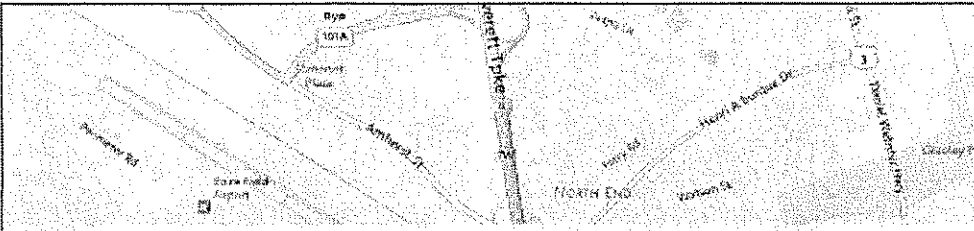
APPENDIX E

RENOVATION ESTIMATE

25 WALNUT ST NASHUA
RENOVATION ESTIMATE
(APPLIED TO 4,000 SF OF TOTAL BUILDING AREA)

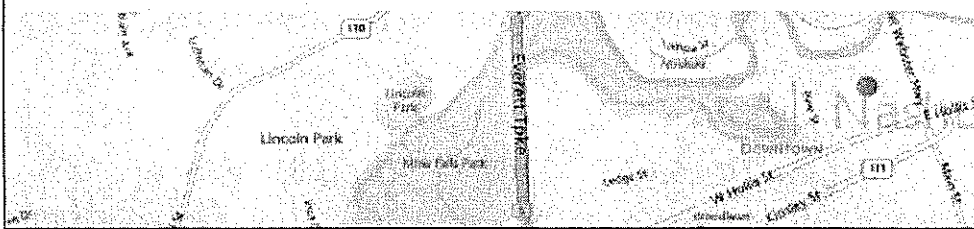
	<u>Total / SF</u>	<u>Total</u>	<u>M & S Reference</u>
Carpet	\$3.90	\$15,600	45-2 average quality
Acoustic ceiling	\$7.95	\$31,800	45-2 average quality
Interior partitions	\$25.19	\$100,760	45-3 average quality
Lighting	\$10.23	\$40,920	45-4 average quality
		<hr/> \$189,080	



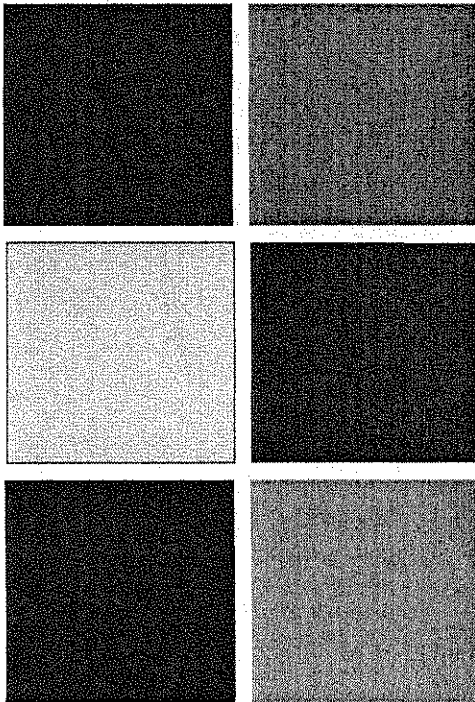


Marketing Proposal

Prepared for: Jared Nylund, Real Property Asset Manager
New Hampshire Department of Administrative Services



25 Walnut Street
Nashua | NH



October 2, 2012

Prepared by:
Judy Niles-Simmons
judy@nainorwoodgroup.com

Karl Norwood
karl@nainorwoodgroup.com

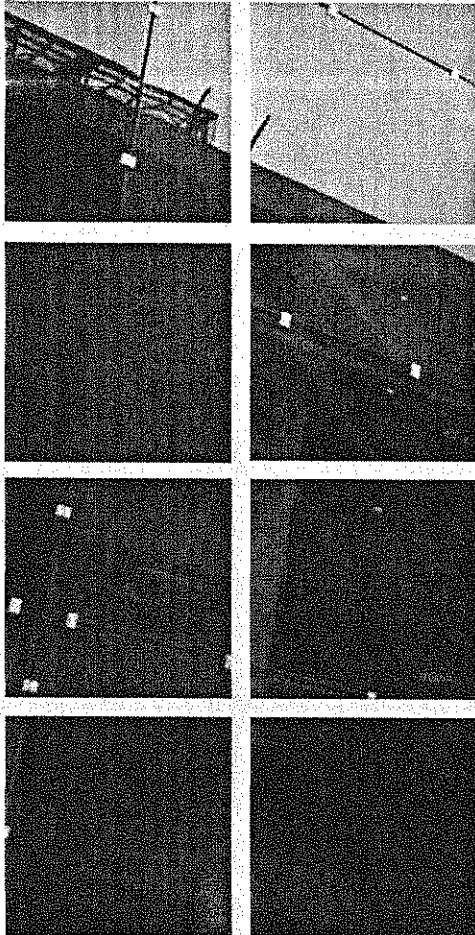
tel 603.668.7000

NAI Norwood Group

Commercial Real Estate Services, Worldwide.

116 South River Road
Bedford, NH 03110
nainorwoodgroup.com

Contents



- I. Pages 3-7 RFP Sections Completed
- II. Pages 8-12 RFP Section D Certification Licensure
- III. Page 13 NAI Norwood Group Company Profile
- III. Pages 14-15 RFP Section F Vendor Number and W9
- IV. Pages 16-20 Comparables - Active Properties
- V. Pages 21-24 Comparables - Sold Properties

RFP- Sections A & B

A. Location and Personnel Assigned to Office as Required in Section 3.1

Karl E. Norwood and Judy Niles Simmons will be the key individuals assigned to this project should NAI Norwood Group be awarded. They both work out of the Bedford, NH office at 116 South River Road, which is within 50 miles of Concord, NH.

B. Experience, References, and Awards as Required in Section 3.2

Experience:

NAI Norwood Group has had extensive experience repositioning assets from their existing use. While past successes may not be court houses, we know that presenting the existing use and a potential use, or highest and best are different things. (see Company Profile, page 13)

Our experience in repositioning is vast. We have worked on institutional repositioning such as the Ash Street School in Manchester NH (listed below), which was a 16,000 SF downtown office/classroom building which now sits as a redevelopment office space. Airport Road in Gilford was an extension of Southern New Hampshire University being partially used as class space which was a repositioning for general office. New Hampshire College's Hooksett campus including the St. Mary's College Building, three dormitories and a single family house along with the additional 385 acres of mixed use land was repositioned for multiple uses. In addition, Chester College of New England (listed below) is a repositioning of an existing campus to either suit another campus or another institutional use.

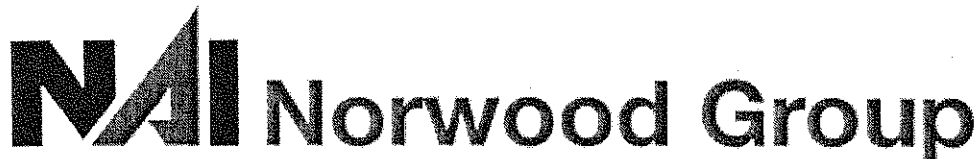
LW Packard Mills in Ashland (listed below) was the redevelopment of an old mill built over many years, to various legal lots and condominiums so as to be available for individual sale. 1505 First NH Turnpike in Northwood was a repositioning of an old antique store and former restaurant to a current medical use today. While not completed NAI Norwood Group is currently listing for sale the Department of Transportation's asset of 41 Range Road in Windham NH, which is land with an existing nursery retail use.

Overall our team has been successful, even during this sluggish economy, in assisting dozens of clients sell or purchase tens of thousands of square feet of office space throughout this downturn. For more relevant history of team members Karl Norwood and Judy Niles Simmons please see attached documents. (see pages 8 and 10)

In addition to the brokerage team listed above, assistance will also be given by Sarah Carson and Laurie Sienko from the marketing department whose work is outlined in the strategy section below.

References:

1. Amoskeag Industries and the City of Manchester, George Lagos, Chairperson, C/o McLane Law Firm, 900 Elm Street, Manchester, NH 03103, Cell Ph_603-913-4210 no fax number Project was to dispose of the former Ash Street School in downtown Manchester, NH, property needed to be presented to market for a new use other than the obsolete use of classroom and administrative space; Sale is 2007; total transaction value of \$800,000.
2. LW Packard, John Glidden, 8 Mill Street, Ashland NH, Ph: 968-3351, F: 968-7649. Working with client 2004-present; redevelopment of a functionally obsolete mill building into separate saleable lots and condominiums, work included working with town, architecture, civil engineer and buyers to accomplish the sale; 2005-2007 for the initial sales and consulting, other sale and consulting work to present; total transaction value \$3,000,000.
3. New Hampshire College North Campus, former President, Richard Gustafson, 17 Kittanset Road, Bedford, NH 03110, Phone: 603 -641-5617 (no fax available). We worked with the Town of Hooksett regarding current use penalties and donated the former library to the Town. Worked with engineers, developers and the Hooksett Planning Board and were successful in selling the different parcels and buildings. Multi-million dollar development.
4. Chester College of New England, Bob Baines Chester College, 40 Chester Road, Chester, NH 03036, Phone: 603-361-6904, no fax available. Working with client presently; assignment to dispose of office and educational facility and auxiliary offices and dormitories and repurpose the same in a downtown Chester; work began in May of 2012 and continues currently; total transaction value \$2,655,000.



Commercial Real Estate Services, Worldwide.

RFP- Sections C-G

Awards:

1. Karl E. Norwood – Realtor of the Year – NHCIBOR - 2012
2. Judy Niles-Simmons – Community Service Award - 2011 NHCIBOR Cares

C. Strategic Approach as required in Section 3.3

Office and Retail Units – As listed above our firm and our team has had opportunities to work for many firms, buyers and landlords to assist in the disposition or acquisition of office or retail space. This work has included small office condominiums to larger buildings. Our strategy with selling office and retail space is exposure. As more fully discussed in section 5.2A our exposure is for both owners, investors, users and brokers. We do this through print, email, online and good old phone calls.

Redevelopment – The strategy for redevelopment such as those listed above, New Hampshire College North Campus, Chester College, LW Packard, Ash Street School, and State DOT Land in Windham is exposure but there is an important first step of research. In today's market there is much uncertainty. The goal of the brokerage team and the seller should be to answer as many outstanding questions that could pertain to due diligence prior to the property being placed on the market. With all of these properties the goal of identification, research and due diligence is paramount. In some cases such as the New Hampshire College North Campus and LW Packard, the mill could not have been sold without certain town approvals. In other cases such as Chester College, the property can be sold but having all of the data on hand before placing on the market, helps firm the purchase price.

D. Certification of Licensure as required in Section 3.4

See Attached: Firm's License, Judy Niles-Simmons License, and Karl Norwood's License (see pages 8-12)

E. Pending Litigation as required by Section 3.8

Not Applicable

F. State of New Hampshire Vendor Number, issued after filing a Vendor Application and W-9 Form as required by Section 3.9

See attached document. (see page 15)

G. Proposed Marketing Strategy and Services as required by Section 5.2.A

25 Walnut Street is a clear redevelopment opportunity for the right investor or user. While the property still may have value and function as a courthouse, the likely buyer will want to make a new reuse of the property. It would be the goal of the brokerage team to help identify what these potential uses could be and present these opportunities to the market.

The first step in marketing will be to understand fully the asset prior to presenting to the market. With a redevelopment use, in particular in this market, it is important that as much information about the property is part of the marketing package presented to buyers. The State of New Hampshire has already acquired some of this material; however it is our experience that the fewer variables presented to the market the better. This work will consist of finding details of the site such as As-Builts or Structural Drawings; details on the generator and other mechanicals to the building; past operational costs including maintenance records and occupancy costs; and any other items that a buyer would reasonably request as part of their due diligence. This investigation may also include the request of work from other professionals such as civil engineering, to determine what possibilities and limitations would be included. This work would be requested to be done for free and done so with the permission of the State and conceptual only in nature to be used for marketing.

With this work completed we would compile the above information and create a brief marketing synopsis piece as well as a full buyer's package. The brief marketing piece would include highlights of the asset such as its proximity to the downtown, the highway and the conditions of the building. Our more robust acquisitions package would include the aforementioned as well as other items such as the floor plans, potential development concepts and operational expenses. We do recommend placing a price on the property in the general market rather than solicitation for bids.

RFP- Sections G & H

In addition we will strategically install signage upon the subject property (if acceptable). As you may know, many inquiries result directly from well-placed signage.

While this work is being done we would engage in the second phase of our marketing which is the presentation to prospective buyers and brokers. The property would be presented **electronically** to the market. We would place the property on our website (www.nainorwoodgroup.com), New England Commercial Property Exchange (www.necpe.com), Loopnet, (www.loopnet.com), CoStar (www.costar.com). From here the property would also be pushed to over 2 dozen other web sources. In addition we would market the property through You Tube. This would not only be as a passive marketing source for visits, it would also be a good catchment for out of state investors or users who are unable to visit the site to help answer questions. Our electronic marketing would also continue to our direct marketing in our email campaign of over 1,000 users, investors and real estate related individuals (attorneys, contractors etc). Our electronic marketing would also consist of emailing related brokers in the region who may have clients interested in acquiring the asset, this would be NH Commercial Investment Board of Realtors, New England Certified Commercial Investment Members, NAI Global (our international affiliation), New England Society of Office and Industrial Realtors as well as our internal database of Boston based real estate brokers.

Our print advertising will be on a targeted basis. We feel the most likely regional investors who would consider purchasing would be readers of the New England Real Estate Journal, and the property would be marketed there. For potential local investors we feel select advertising in the New Hampshire Business Review, New Hampshire Union Leader and Nashua Telegraph would help target buyers. In addition to these ads we would also consider working with the State to try and place articles in local news media about the sale and potential reuse to get to potential readers.

Of course all of the above can be considered passive marketing to some extent. Our firm believes that personal connection is often the best route. While the above will be implemented it will also be important to pick up the phone and contact potential targets. These targets may be well known individuals or they may be folks who have reached out to the State in months past. Either way, it is important we work as a team to reach out to these folks.

For physical tours of the property we recommend performing those on an individual basis to the greatest extent possible. We would also recommend for consideration a broker open house with commercial real estate brokers from the community, so that they can remove the mystery of what is inside and describe the same to their clients.

In addition to the marketing and positioning services listed above NAI Norwood Group would also act as the State's advisor to the ongoing activity in the market as well as be available for presentations to members of the State for meetings and hearings. Finally as discussed, we may recommend working as the State's point person for working with vendors (such as Civil Engineers or Architects) who may want to do gratis work to help us market the asset and position it for sale.

H. Market Analysis as required by Section 5.2.B

Property Description:

The subject property is located in the center of a rotary, surrounded by Walnut, Factory and Chestnut Streets, downtown, Nashua, New Hampshire. The 18,880+/-SF concrete frame-brick veneer, two story building was constructed circa 1979 with a full basement and an interior of finished air-conditioned office space, two court rooms, plus storage and six holding cells in the basement level. Access to the facility is through an attractive two-story glass entry/foyer. The building has an elevator but is not sprinklered. The facility is sited upon a circular and mostly level, 1.110+/- acre parcel serviced by municipal water/sewer, oil heat and electric utilities, plus a generator for back up. A portion of the underlying land sits below grade and it provides for adequate (for the former user) asphalt paved customer and employee parking. Electric service is unknown, but is presumed to be adequate for similar office uses. The property is situated within Nashua's Downtown (D1) Mixed Use (MU) zoning district. The overall condition of the building is presumed to be generally good inside and out, with attractive grounds, and the facility is believed to be adaptable to a variety of uses as permitted within the D1 MU zoning district. The property was toured by the brokerage team on 7/11/12.

RFP- Section H Continued

Assessment Information:

According to city of Nashua assessment records, the total current assessed value for the subject property is \$1,636,800. Current (2011) tax burden for the property is reportedly \$34,323.70 (see below for further details).

Legal Information:

City Tax Map/Lot Number: 0080-00093

HCRD Book/Page: 5340-1959

Lease Rates/Sale Prices:

Subsequent to our recent inspection of the property, we have surveyed the local office market in order to analyze available space comparable in size, location and condition to your property.

Any property value analysis involves a weighing of the various pluses and minuses related to the leasing/selling of a particular property. The largest minus factor considered in evaluating the subject property is the current stagnant state of the economy. Although local market conditions have appeared to have improved somewhat since the beginning of 2012, the office marketplace is still experiencing a fairly healthy amount of available space with a limited number of prospective tenants and buyers, especially for larger office spaces in excess of 15,000+/-SF. Another negative is the current office layout of the space which was designed for a very specific use and the lack of not having sprinklers. In our opinion, it would be difficult to sub-divide the space without incurring expenses. Also, the underground oil storage tanks are a negative, even though they have been inspected and meet current regulations, most Buyers will not want the liability. The property is also located in a "Highly Distressed Qualified Census Tract". While interest rates remain near to historically low levels, financing has become more difficult to obtain in recent years, and appraisers have been extremely conservative with their values, having to work with a limited amount of market data.

The plus factors of the subject property include that it contains attractive brick veneer – concrete frame, fairly modern, free-standing building improvements well-located within the downtown area of the City of Nashua. The property is a landmark in Nashua. The overall condition of the building is believed to be generally very good, fairly new roof, generator for back-up power, great visibility from all sides and located near the planned southern terminus of the future Broad Street Parkway, which will make access much more desirable. The property additionally benefits from being serviced by municipal utilities. Considering all of the foregoing features helps make this property unique and stand out amongst the overloaded inventory of office facilities currently available in the marketplace.

While typically not considered to be a reliable gauge of market value for local real estate, the city of Nashua Assessor's records indicate a total assessed value for the subject property of **\$1,636,800**, or about **\$86.69** per square foot of gross building area. Applying the current assessment ratio (105.4%) to the subject's total assessed value, results in a slightly lower equalized market value estimate of approximately **\$1,552,941**, or about **\$82.25** per square foot. Current annual tax burden for the entire subject property (estimated by the current tax rate of **\$20.97/\$1,000**) is **\$34,323.70**, or about **\$1.82** per square foot of gross building area per year. In our opinion, the assessed value is on the high side.

An Income Approach is felt to be applicable relative to estimating market value for the subject property. Based upon recent lease information obtained from surveying similar office buildings located within the greater Nashua area (see attached rental comps), the estimated market lease rate for the subject building would likely be in the **\$8.00- \$9.00/SF NNN** range, which equates to an estimated annual gross income of **\$151,040 - \$169,920**. After deducting an estimated ten percent (10%) factor for vacancy and uncollectables, and then deducting another 10 percent (10%) for management, insurance, capital reserves, etc., the indicated net operating income would be between \$122,342 and \$137,635. Using an estimated market capitalization rate of 10 percent (10%), results in an indicated value range of between \$1,223,420 and \$1,376,352 or **\$64.80 - \$72.90 PSF**. This income approach assumes the building is fully occupied at those rates and as a result the end value would be discounted against other methods by an amount equal to the investment to multi tenant the property.

Due to the current relatively high cost of new construction and the difficulty in accurately estimating accrued depreciation, we are not considering a Cost Approach in our analysis.

RFP- Sections H-L

The Sales Comparison Approach is considered to be the most reliable method for estimating the market value for the subject property (a user/buyer will typically pay a higher price than an investor/buyer). A survey was conducted for office properties that recently transferred (see attached sale comps) and have some similarity to the subject property, along with office properties that are currently available on the market for sale within the greater Nashua area. The recent sale comps (attached documents) reveal a rather wide value range of between \$49.55/SF to \$78.68/SF. 19 Chestnut Street is the closest in proximity, and while aged, is a good comparable. 9 Executive was a partially leased office building at the time of sale already redeveloped. 920 Candia is a flex office, warehouse building but was selected because it is mostly office. 166 South River, though most recent, is challenging because it was 80%+ occupied at the time of sale. As a result we feel the comps approach yields a narrower value between \$50.00/SF-\$65.00/SF.

Address	Town	Date	Price	Size	PSF
19 Chestnut Street	Nashua	8/9/2010	1,221,000	24,640	49.55
9 Executive Park	Merrimack	12/29/2010	1,400,000	27,338	51.21
920 Candia	Manchester	5/13/2011	1,600,009	24,500	65.31
166 South River Road	Bedford	3/14/2011	2,350,000	29,867	78.68

Because of the uniqueness of the subject property, and the fact that the building itself has only an 18,880+/- SF footprint situated on a 1.110+/- acre parcel, it is our opinion that the property should therefore be marketed between \$60.00/SF- \$70.00/SF range which equates to a marketing price range of, \$1,227,200 - \$1,321,600. It is our opinion that the property will likely sell between \$1,038,400 and \$1,132,800, or \$55.00/SF-\$60.00/SF, with an anticipated marketing time of 6-12 months.

The foregoing estimated lease rate and selling price ranges are all based upon the presumption that the property is free and clear of hazardous waste or any environmental contamination conditions being present, and that the property can be transferred with clear marketable title.

(see pages 15-23 for comparables outlined in this section)

Highest and Best Use:

In our opinion, the highest and best use for the subject property would be a municipal use, law firm, bank/credit union, and possibly an educational use. An investor/user will take into consideration the cost to renovate the facility, which ultimately will determine the price they will be willing to pay.

I. Proposed Commission as required by Section 5.2.C which does not exceed six percent (6%) of gross sales price

Not included. See sealed envelope included in the overall package.

We encourage co-brokerage with other real estate firms and agree to share our fee equally with the co-operating agency.

J. Compliance Certification required by Section 5.3

NAI Norwood Group as Offer will comply with all of the terms and conditions of the June 20, 2012 proposal as required by the State. No exceptions are made.

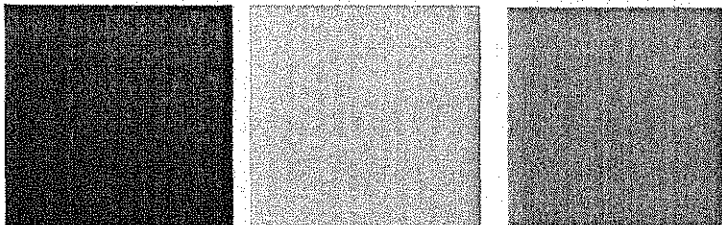
K. Completed and signed Proposal Certification from Section 7.1

Document attached

L. Original proposal and copies (hard and electronic) as required by Section 8.1



Commercial Real Estate Services, Worldwide.



Contact information

Judy Niles-Simmons ext. 218
NAI Norwood Group
tel 603 657 1926
judy@nainorwoodgroup.com
nainorwoodgroup.com
116 South River Road
Bedford, NH 03110

Judy Niles-Simmons Commercial Sales & Leasing

Scope of Service

Judy Niles-Simmons began her real estate career more than 20 years ago while working for a large residential developer. She has leasing managerial experience as she worked for large industrial facilities and was a principal in a commercial real estate brokerage firm.

Experience

Judy joined NAI Norwood Group in 1995. She has extensive experience in the development of land and in selling commercial/industrial investment properties. She also has experience in marketing multi-family residential projects in New Hampshire and Massachusetts.

Judy was presented the 2011 Community Service Award by NHCIBOR Cares. She was instrumental in the founding of this non-profit arm for NHCIBOR and served as the first President and as a Director.

Professional Affiliations & Designations

Licensed Broker in NH and MA.

Member of the ICSC

Member of the NHCIBOR

Member of GRI

Significant Transactions

J Jill Group: Listing/Selling Agent, 91,920+/- SF

FCI : Selling agent for 49,000+/- SF located at 101 E. Industrial Park Drive, Manchester, NH

Southern NH University: Listing Agent for 405 +/- acres/mixed development.

SMC Mgmt: Listing/Selling Agent for 3 multi-family complexes.

Home Depot: Joint ventured sale of a 200+/- acre development.

Burger King: Selling agent sold xtra land sites in NH

Snap-On-Tools: Listing/Selling Agent for sale of Merrill Drive, Hampton, NH

Judy Niles-Simmons License



License No. 013023

THIS IS TO CERTIFY THAT

JUDY J NILES-SIMMONS
AMHERST, NH

is duly licensed as a real estate associate broker for:
KARL E NORWOOD

in accordance with all of the provisions of Chapter 331-A of the New Hampshire Revised Statutes Annotated and amendments thereto, and the rules and regulations of this Commission.

This license applies only to the person or persons named herein and shall remain in effect unless sooner revoked or suspended in accordance with the law.

SIGNED, SEALED AND ATTESTED:

NEW HAMPSHIRE REAL ESTATE COMMISSION

BY


EXECUTIVE DIRECTOR

DATE OF LICENSE: FEBRUARY 27, 2012
TO FEBRUARY 27, 2014

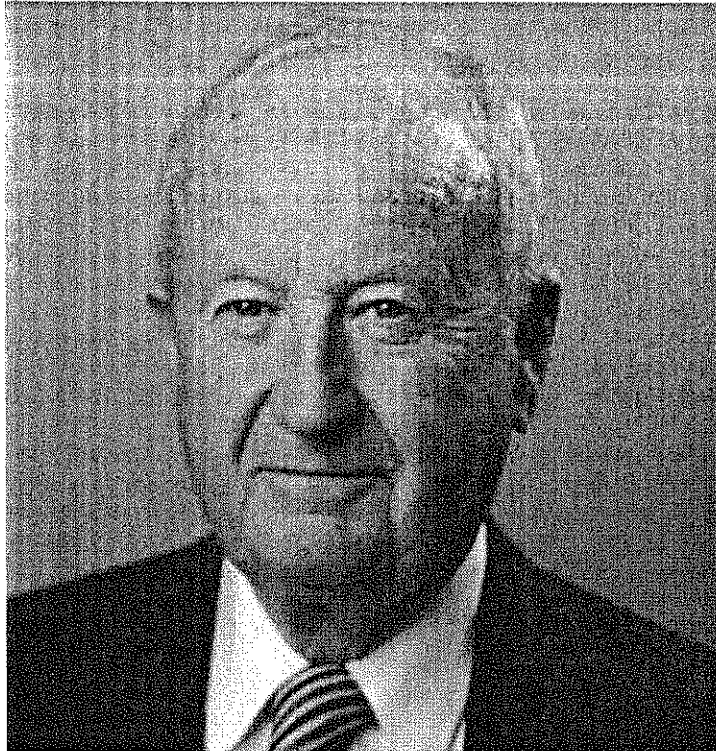
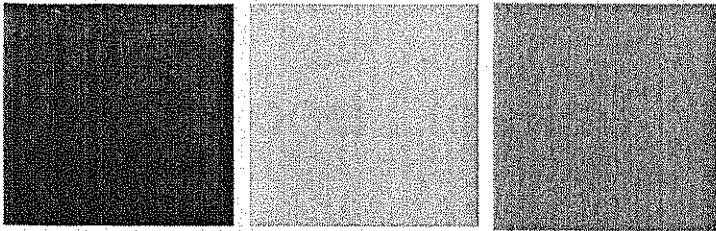
EFFECTIVE DATE: FEBRUARY 27, 2012

FORM NO. 166534



NAI Norwood Group

Commercial Real Estate Services, Worldwide.



Karl Norwood President

Scope of Service

Karl Norwood, President of NAI Norwood Group, founded the company in 1968 with his wife, Louise. Headquartered in Bedford, New Hampshire, the company provides specialized brokerage and development services throughout New Hampshire. The firm also provides outsourcing of real estate services to major corporations in North America.

Experience

Karl Norwood's real estate experience is multi-faceted, from multi-family to office and industrial properties. In business for over 40 years, he has been actively involved in all forms of commercial brokerage, negotiating on behalf of both landlords and tenants. His relationships with international clients have led to consulting assignments and joint ventures. The firm has developed, managed and/or owned over \$100 million dollars of residential, commercial and industrial properties.

Professional Affiliations & Designations

Licensed broker in New Hampshire & Massachusetts

Past President and Member of SIOR

Past President and Member of CCIM

CRE

NHCIBOR

Contact information

Karl Norwood ext. 202
NAI Norwood Group
tel 603 668 7000
karl@nainorwoodgroup.com
nainorwoodgroup.com
116 South River Road
Bedford, NH 03110

NAI Norwood Group

Commercial Real Estate Services, Worldwide.

Karl Norwood License



License No. 006788

THIS IS TO CERTIFY THAT **KARL E NORWOOD**
AMHERST, NH

is duly licensed as a real estate broker

in accordance with all of the provisions of Chapter 331-A of the New Hampshire Revised Statutes Annotated and amendments thereto, and the rules and regulations of this Commission.

This license applies only to the person or persons named herein and shall remain in effect unless sooner revoked or suspended in accordance with the law.

SIGNED, SEALED AND ATTESTED:

NEW HAMPSHIRE REAL ESTATE COMMISSION

BY


EXECUTIVE DIRECTOR

DATE OF LICENSE: **APRIL 28, 2011**
TO **APRIL 28, 2013**

EFFECTIVE DATE: **APRIL 28, 2011**

FORM NO.

161568



NAI **Norwood Group**

Commercial Real Estate Services, Worldwide.

NAI Norwood Group License



License No. 055594

THIS IS TO CERTIFY THAT

**THE NORWOOD GROUP INC
D.B.A. NAI NORWOOD GROUP
BEDFORD, NH**

is duly licensed as a real estate firm and the principal broker is:

KARL E NORWOOD

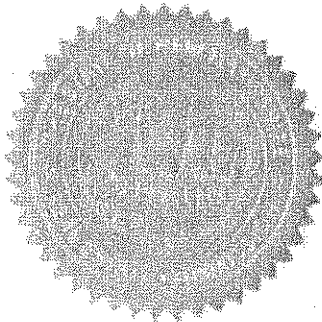
in accordance with all of the provisions of Chapter 331-A of the New Hampshire Revised Statutes Annotated and amendments thereto, and the rules and regulations of this Commission.

This license applies only to the person or persons named herein and shall remain in effect unless sooner revoked or suspended in accordance with the law.

SIGNED, SEALED AND ATTESTED:

NEW HAMPSHIRE REAL ESTATE COMMISSION

BY


EXECUTIVE DIRECTOR

DATE OF LICENSE **JULY 26, 2010**
TO **JULY 26, 2012**

EFFECTIVE DATE **JULY 26, 2010**

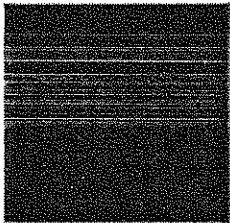
FORM No. **153243**



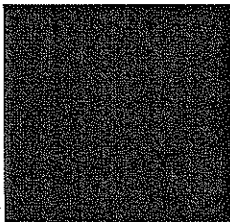
NAI Norwood Group

Commercial Real Estate Services, Worldwide.

Company Profile

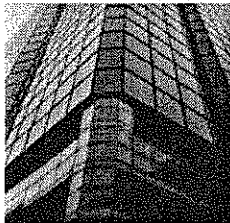


NAI Norwood Group is an affiliate of NAI Global, the world's leading managed network of independently owned commercial real estate brokerage firms. Through this network of 325 offices in 55 countries, NAI Norwood Group is able to leverage their strong local experience around the world. Whether your commercial real estate needs require local expertise, or you need brokerage consulting around the world, the firm is here to help. With our extensive background and strong local contacts, we are able to assist individual corporations in negotiating leases, sales, business brokerage, relocation, site selection and development.

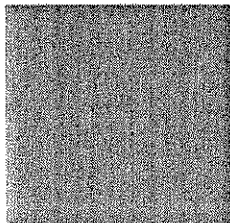


Founded in 1968 by Karl Norwood, The Norwood Group became one of the largest real estate firms in the State of New Hampshire. The company expanded into residential land development and home construction in the seventies and formed Norwood Group International, focusing on attracting foreign investors to form joint ventures in commercial real estate, primarily in the New England marketplace. In 2008 NAI Norwood Group opened a second location in Portsmouth, NH vastly widening services into the seacoast area. NAI Norwood Group has remained a viable leader in the commercial real estate field and has continued to hone its skills in this evolving world of sophisticated clients who demand services in dealing with the complexity of the current global market.

NAI Norwood Group offers a range of services to clients that include landlord representation, tenant/buyer representation, business brokerage, consulting, and development. NAI Norwood Group's affiliation with NAI Global enhances the services by spanning resources on a worldwide level.



NAI Norwood Group is actively involved in the New Hampshire Association of REALTORS and company members have held numerous leadership positions within the organization. They are Charter Members of NH CIBOR (Commercial Investment Division of the New Hampshire Association of REALTORS), hold membership in CCIM (Certified Commercial Investment Member), SIOR (Society of Industrial and Office REALTORS), NEBBA (New England Business Brokers Association), and CRE (Counselors of Real Estate). In addition the group subscribes to industry specific trade organizations such as the ICSC (International Council of Shopping Centers).



Since 2000, NAI Norwood Group has sold 1,500+ acres of land totaling more than \$58 million. In addition, we've assisted clients in the acquisition and disposition of 2.8+ million square feet valued at \$191 million, in addition to over 1 million square feet of self-storage space valued at more than \$55 million.

It is the goal of our firm to service the requirements of a wide spectrum of the community in which we operate. This is why members of our firm routinely serve on boards and local civic organizations, from Chambers to Non-profits to real estate specific boards. Having been a trademark in the community for 40 years, the team looks forward to an extraordinary future.

Vendor Number

PART VII - COMPLETION REQUIREMENTS

7.1 PROPOSAL CERTIFICATION

By submitting a Proposal in response to this RFP and signing below, the Offeror hereby certifies as follows:

- A. The Offeror has been duly authorized to submit the Proposal, to make and sign this Proposal Certification, and to enter into any contract that may be awarded as a result. The person signing on behalf of the Offeror below is duly authorized to sign this Proposal Certification on behalf of the Offeror and to bind the Offeror to the full and complete performance of any contract that may be awarded as a result of this RFP.
- B. The Offeror understands and agrees to comply with and be bound by all of the terms and conditions of this RFP and any attachments hereto, except for any terms and conditions for which an exception was taken and identified in the Proposal pursuant to Section 5.3.
- C. The Proposal shall remain effective for 180 days following the submission deadline set forth in this RFP.
- D. The commission or fee structure included in the Proposal was established without collusion with any other vendor.
- E. The Offeror's Vendor Number is 227784.
- F. None of the Real Estate Brokers or Real Estate Firms named in the Proposal are now or have ever been the subject of any past or present disciplinary proceeding before the New Hampshire Real Estate Commission (or its counterpart in any other state), except as fully disclosed in writing and submitted herewith, together with descriptions of the outcomes and any resulting settlements, sanctions, or penalties.

Offeror Name: The Norwood Group, Inc.

By: Kathleen Thurston July 17, 2012
(Signature) (Date)

Name and Title of Person Signing: Kathleen Thurston

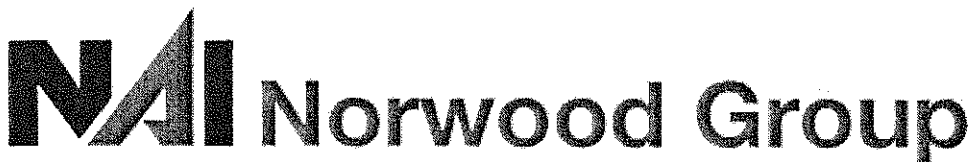
Offeror Contact Person: Kathleen Thurston

Address: 116 So. River Road, Bedford, NH 03110

Telephone Number: 603-668-7000, Ext 210

Fax Number: _____

Email Address: kay@nainorwoodgroup.com



Commercial Real Estate Services, Worldwide.

W9



STATE OF NEW HAMPSHIRE
ELECTRONIC ALTERNATE W-9 FORM

Please use this form to provide the requested information

Business Name: The Norwood Group, Inc.
Additional or DBA Name: NAI Norwood Group
Legal Name: The Norwood Group, Inc.

Remit Address: 116-G South River Road
Remit City: Bedford Remit State: NH Remit Zip: 03110

Business Address: 116-G South River Road
Business City: Bedford Business State: NH Business Zip: 03110
Phone: (603) 668-7000

Taxpayer Identification Number: 02-0311650;
Principal Activity(s): Service Provider
Designation(s): Corporation
Diversity Type(s):

Under penalty of perjury, I declare that the information provided is true, correct & complete, to the best of my knowledge and belief.

Signature: Kathleen Thurston, ELECTRONICALLY SIGNED

Pursuant to IRS Regulations, you must furnish your Taxpayer Identification Number (TIN) to the State whether or not you are required to file tax returns. If this number is not provided, you may be subject to a 28% withholding on each payment made to you. To avoid this 28% withholding & to ensure that accurate tax information is reported to the IRS, A RESPONSE IS REQUIRED.

NAI Norwood Group

Commercial Real Estate Services, Worldwide.

Comparable - Active

Jul 17, 2012 on NECPE

44 Franklin Street

44 Franklin Street, Nashua, NH 03064

Listing ID: 2098210
Status: Active
Property Type: Office For Lease
Office Type: Office Building
Rental Rate: \$9.50 PSF (Annual)
Monthly Rent: \$4,750 - 10,408.83
Lease Types: NNN
Contiguous Space: 6,000 - 13,148 SF
Total Available: 13,148 SF
Nearest MSA: Manchester-Nashua
County: Hillsborough

Property Overview

CB Richard Ellis is pleased to present 44 Franklin Street, a rare downtown stand alone office building that was built as the headquarters of Nashua Corporation in 1930 and updated for Kewell in 2001. The 34,000 SF building sits within the proposed Riverfront West development project, which will be a mixed-use neighborhood of office, residential, parks,

shopping and recreation linked together by a river walk along the Nashua River. The building is also located within walking distance of the rail line, which has future plans for a commuter railway connecting Nashua to Boston.

Amenities include a 2,000 SF raised floor computer room, elegant offices,

updated mechanicals (circa 2001) and an elevator shaft in place. There is the possibility to add more floors onto the building.

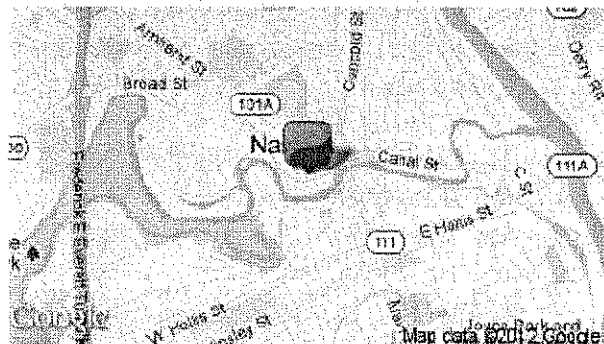
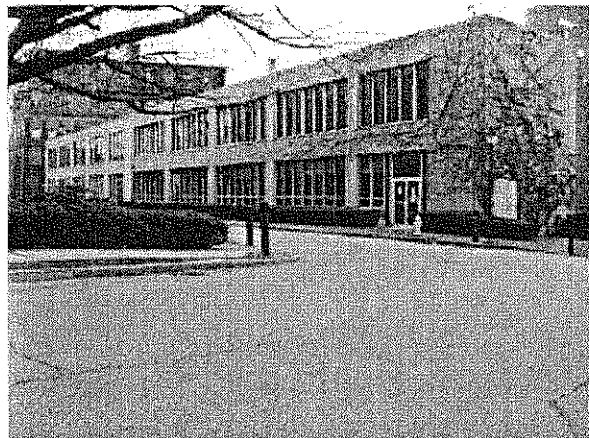
The site provides approximately 100 parking spaces, and is easily accessible from Exits 5, 6 and 7 of The F.E. Everett Turnpike/Route 3 as well as from Routes 101A and 111. It is located just 5 minutes from the Massachusetts border and 20 minutes from the Manchester-Boston Region Airport.

For more details or to schedule a showing, contact Mike Tamposi at

603.315.4348.

PROPERTY SPECIFICATIONS

- Total Size: 34,000 SF
- Lease Space Available: 13,148 SF
- Office Class: B+
- Divisible: Yes
- Zoning: General Industrial (GI) / Mixed-use overlay district (MU)
- Year Built: 1930 / updated 2001
- Elevators: Being installed



Comparable - Active

Jul 17, 2012 on NECPE

40 East Pearl Street

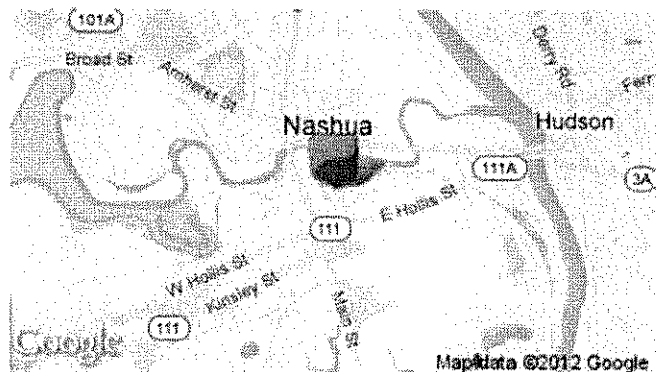
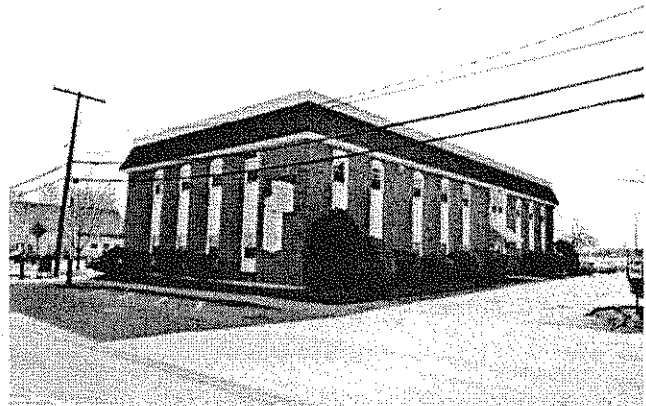
40 E Pearl St, Nashua, NH 03060

Listing ID: 28237053
Status: Active
Property Type: Office For Lease
Office Type: Office Building
Rental Rate: \$15 PSF (Annual)
Monthly Rent: \$6,250
Lease Types: Gross Lease
Contiguous Space: 5,000 SF
Total Available: 5,000 SF
Nearest MSA: Manchester-Nashua
County: Hillsborough

Property Overview

CBRE/New England is pleased to present the availability of 40 East Pearl Street, Nashua, NH, a 10,000 SF office building with the availability of the entire 2nd floor of 5,000 SF. The space has elevator access, lots of natural light and is fully air conditioned. The building offers plenty of onsite parking (4.6/1000 spaces) and is located adjacent to the Nashua Superior Court. This excellent location makes it ideal for a variety of professional uses, with easy walking distance to all downtown retail, dining and other amenities.

Nashua is consistently ranked among the nation's top cities in which to live, work and raise a family. Nashua has been named Money magazine's "Best Place to Live in America" and is the only city in the nation to ever win this award twice.



Comparable - Active

Jul 17, 2012 on NECPE

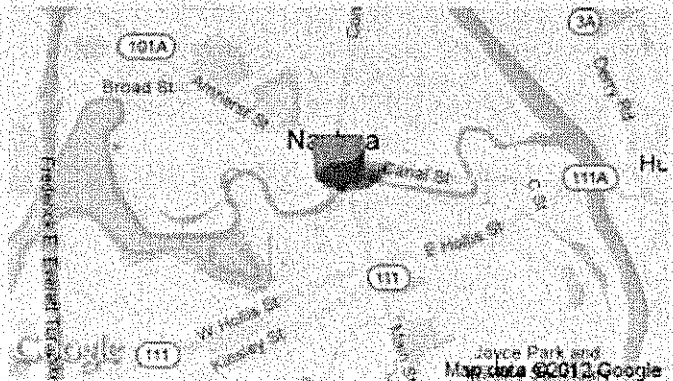
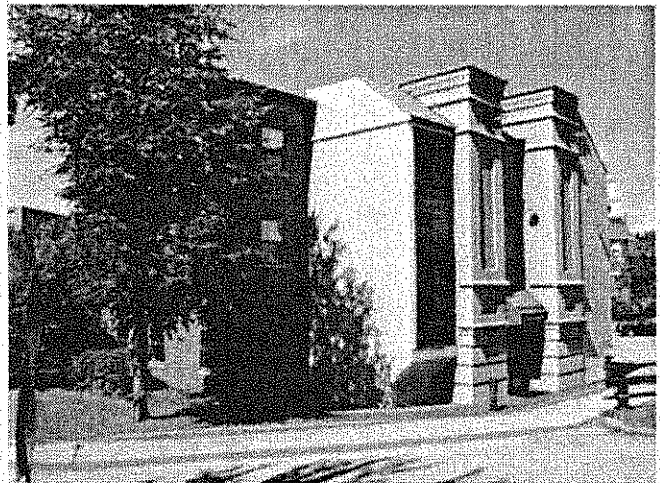
2,000 to 10,000 SF Class A Office Suites - Nashua, NH

4 Water Street, Nashua, NH 03060

Listing ID: 2149994
Status: Active
Property Type: Office For Lease
Office Type: Office Building
Rental Rate: \$16 PSF (Annual)
Monthly Rent: \$2,666.67 - 13,333.33
Lease Types: Modified Gross
Contiguous Space: 2,000 - 10,000 SF
Total Available: 10,000 SF
Nearest MSA: Manchester-Nashua
County: Hillsborough

Property Overview

Please contact the agent for more information about this property.



Comparable - Active

Jul 17, 2012 on NECPE

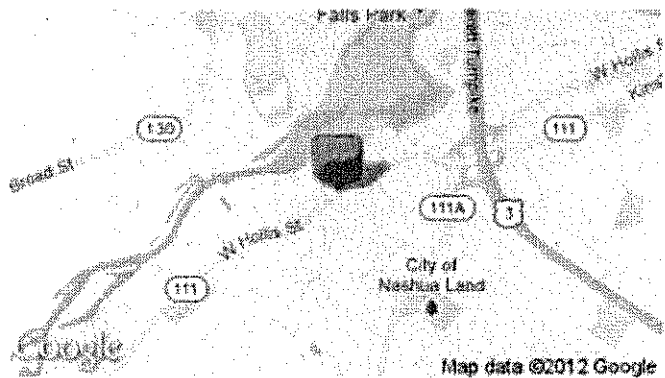
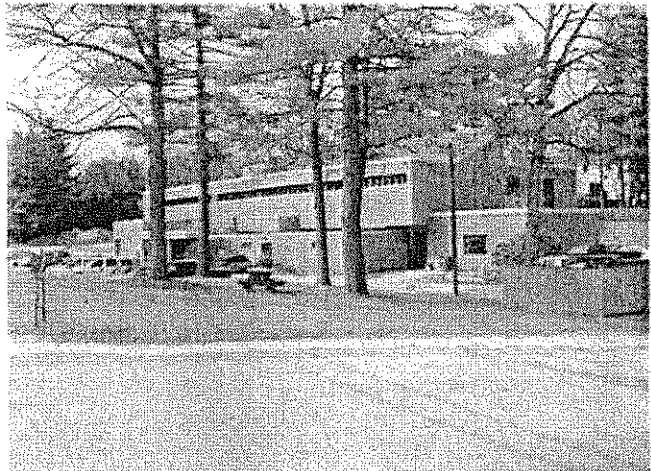
591 West Hollis Street

591 W Hollis St, Nashua, NH 03062

Listing ID: 28246551
Status: Active
Property Type: Office For Sale
Office Type: Medical, Office Building
Sale Price: \$1,683,000
Unit Price: \$93.50 Per SF
Sale Terms: [Cash to Seller]
Nearest MSA: Manchester-Nashua
County: Hillsborough
Property Use Type: Vacant/Owner-User
Zoning: R-p (Suburban Residence)
Class of Space: Class A
Building Size (RSF): 18,000 SF

Property Overview

Located just West of Everett Turnpike (Exit 5) in Nashua. This property has been used as a Dartmouth Hitchcock Clinic in Nashua until last year. The original Matthew Thornton building.



Comparable - Active

Jul 17, 2012 on NECPE

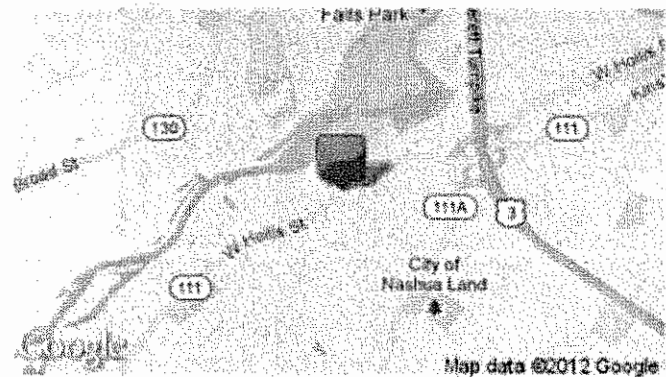
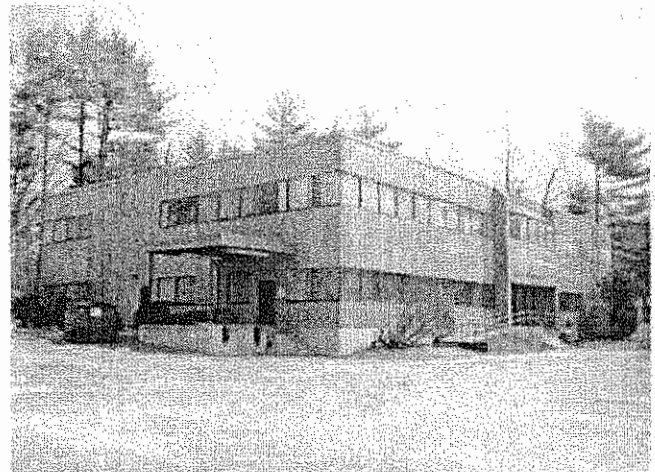
589 West Hollis Street, Nashua, NH

589 W Hollis St, Nashua, NH 03062

Listing ID: 28246549
Status: Active
Property Type: Office For Sale
Office Type: Medical, Office Building
Sale Price: \$1,813,000
Unit Price: \$91.34 Per SF
Sale Terms: (Cash to Seller)
Nearest MSA: Manchester-Nashua
County: Hillsborough
Property Use Type: Vacant/Owner-User
Zoning: P1 (Park Industrial)
Class of Space: Class A
Building Size (RSF): 19,850 SF

Property Overview

Just West of the Everett Turnpike (Exit 5) in Nashua. This property has been used as a Dartmouth Hitchcock Clinic in Nashua until last year.



Comparable - Sold

Jul 17, 2012 on NTCPE

Bedford Crossing

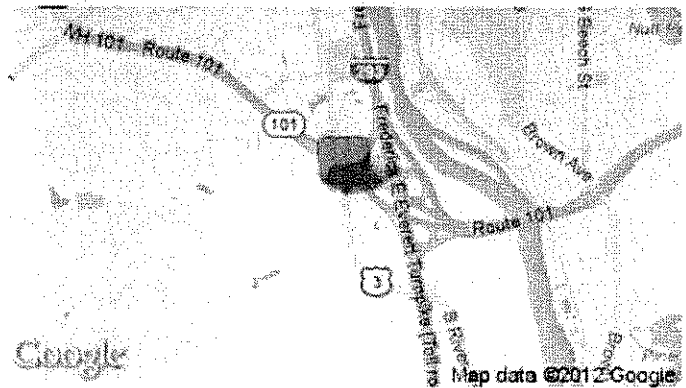
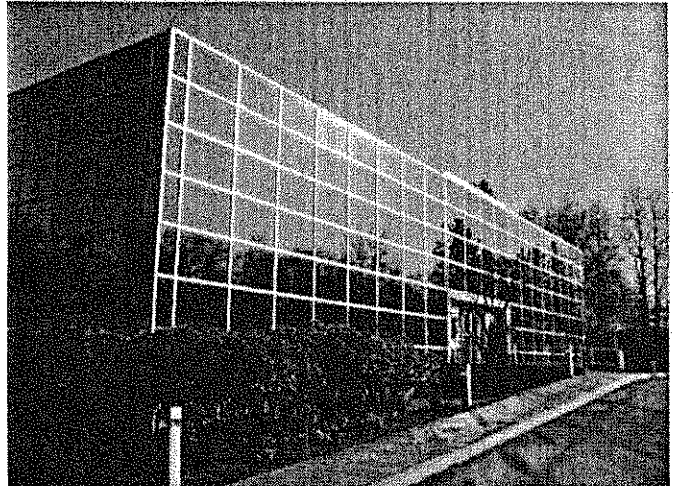
166 South River Road, Bedford, NH 03110

Comparable ID: 1212044
Property Type: Office - SOLD 3/14/2011
Property Subtype: Office Building
Archived Date: 3/16/2011
Closing Date: 3/14/2011
Asking Sale Price: \$2,800,000
Final Sale Price: \$2,350,000
Final Sale Unit Price: \$78.68 Per SF
Size: 29,867 SF
Days on CIE: 275
County: Hillsborough
Nearest MSA: Manchester-Nashua
Building Size (RSF): 29,867 SF

Property Overview

Bedford Crossing is a landmark office property located at the intersections of 3 major highway systems and in the heart of the medical, office and retail corridor of the community. This property has a historically high rate of occupancy and is a preferred destination for growing companies and professionals who want to participate in the extraordinary future of this vibrant business community.

Bedford Crossing offers the qualified investor or owner/user an opportunity to acquire this appropriately priced asset with strong appreciation potential.



Comparable - Sold

Jul 17, 2012 on NECPE

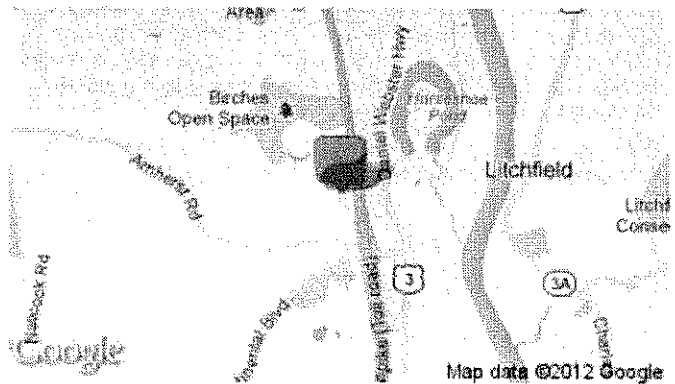
9 Executive Park Dr

9 Executive Park Dr, Merrimack, NH 03054

Comparable ID: 1122280
Property Type: Office - SOLD 12/29/2010
Property Subtype: Office Building
Archived Date: 12/30/2010
Closing Date: 12/29/2010
Asking Sale Price: \$2,395,000
Final Sale Price: \$1,400,000
Final Sale Unit Price: \$51.21 Per SF
Size: 27,338 SF
Days on CIE: 553
County: Hillsborough
Nearest MSA: Manchester-Nashua
Building Size (RSF): 27,338 SF
Year Built: 1982
Parking Ratio: 3.07

Property Overview

27,338± sf, 2 story professional office building on 1.5± acres, all with NNN leases. Lease expirations/renewals are staggered. Building is handicap accessible. Minimal common area within building to maintain. Financial information available upon execution of non-disclosure agreement. Ample on-site parking. Strong leasing history.



Comparable - Sold

Jul 17, 2012 on NECPE

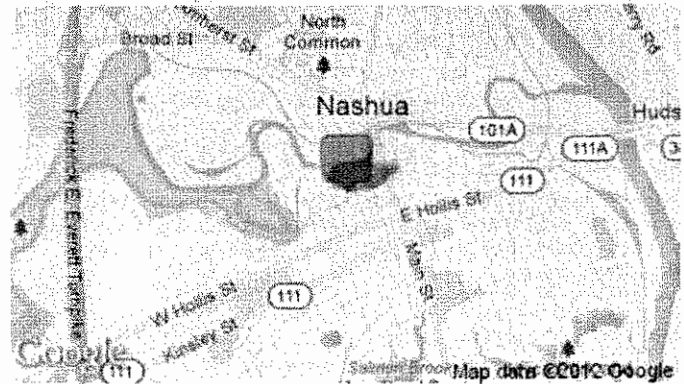
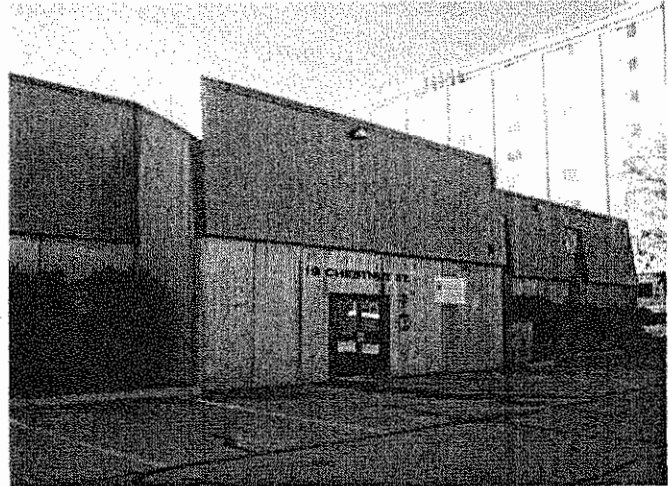
19 Chestnut Street, Nashua

19 Chestnut Street, Nashua, NH 03060

Comparable ID: 1081638
Property Type: Office - SOLD 8/9/2010
Property Subtype: Institutional, Mixed Use
Archived Date: 9/10/2010
Closing Date: 8/9/2010
Asking Sale Price: \$1,400,000
Final Sale Price: \$1,221,000
Final Sale Unit Price: \$49.55 Per SF
Size: 24,640 SF
Days on CIE: 227
County: Hillsborough
Nearest MSA: Manchester-Nashua
Building Size (RSF): 24,640 SF
Gross Building Area (GBA): 24,640 SF

Property Overview

Property is located in downtown Nashua - directly across from the District Court.
Property is occupied by a state agency that will be vacating prior to June 2010.



Comparable - Sold

Jul 17, 2012 on NECPE

920 Candia Road

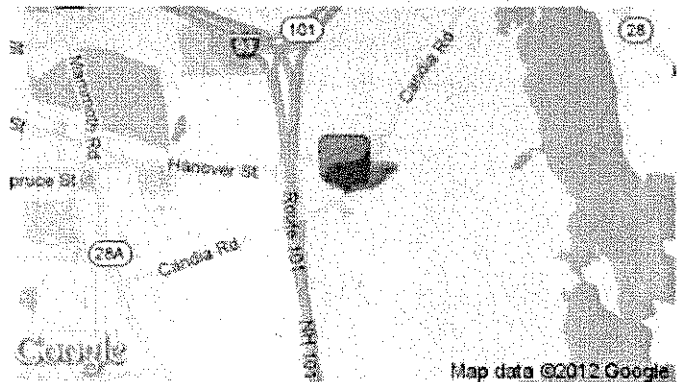
920 Candia Road, Manchester, NH 03109

Comparable ID: 1238690
Property Type: Office - SOLD 5/13/2011
Property Subtype: Research & Development
Archived Date: 5/13/2011
Closing Date: 5/12/2011
Asking Sale Price: \$1,800,000
Final Sale Price: \$1,600,000
Final Sale Unit Price: \$65.31 Per SF
Size: 24,500 SF
Days on CIE: 1282
County: Hillsborough
Nearest MSA: Manchester-Nashua
Building Size (RSF): 24,500 SF
Gross Building Area (GBA): 24,500 SF
Year Built: 1987
Parking Ratio: 3.50



Property Overview

920 Candia Road is located on the east side of Manchester, one half mile east of Exit 6 off Interstate 93, which is the Candia Road exit. Candia Road is a highly traveled road and has a mix of industrial, commercial and residential uses. The building is a two story, fully sprinklered, masonry and steel, Flex/R&D building constructed in 1987. The building is heated by roof-top, gas fired HVAC units. It is 100% air-conditioned. Electric service is 1200 amp, 3-phase, 208-volt power, with several sub panels throughout the building on both levels. The building is also serviced with a hydraulic freight elevator with a 4000-pound capacity.



New Hampshire Council on Resources and Development

NH Office of Energy and Planning
107 Pleasant Street, Johnson Hall
Concord, NH 03301
Phone: 603-271-2155
Fax: 603-271-2615



TDD Access: Relay NH
1-800-735-2964

MEMORANDUM

TO: Linda M. Hodgdon, Commissioner
Department of Administrative Services

FROM: Susan Slack, Assistant Planner
Office of Energy and Planning

DATE: January 9, 2012

SUBJECT: Surplus Land Review, Nashua, SLR 11-011

Effective January 5, 2012, the Council on Resources and Development (CORD) took action on the following issue brought by the Department of Administrative Services:

Request to sell the property located at 25 Warren Street in Nashua, including a 19,000 square foot two-story court building with an additional finished level below grade and land totaling 1.1 acres.

CORD members voted to RECOMMEND APPROVAL of SLR 11-008 as submitted, subject to adverse comments being received during the remainder of the comment period ending January 6, 2012. As of today, no adverse comments had been received.

cc: Jared Nylund, Department of Administrative Services
Joanne O. Morin, Director, Office of Energy and Planning
Representative John Graham, Chair, Long Range Capital Planning and Utilization Committee



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

OFFICE OF THE COMMISSIONER

25 Capitol Street – Room 120

Concord, New Hampshire 03301

LINDA M. HODGDON
Commissioner
(603) 271-3201

JOSEPH B. BOUCHARD
Assistant Commissioner
(603) 271-3204

January 17, 2013

Chairman
Long Range Capital Planning and Utilization Committee
L.O.B. – Room 201
Concord, New Hampshire 03301

REQUESTED ACTION

Pursuant to RSA 4:40, the Department of Administrative Services requests approval to enter into a listing agreement with NAI Norwood Group for a term of up to one year to sell the property located at 247-249 Pleasant Street (including two buildings totaling approximately 5,356 square feet and approximately 0.989 acres of land) in the City of Concord for a price to be determined at a later date with further approval of the Committee plus an administrative fee of \$1,100.

EXPLANATION

The property at 247-249 Pleasant Street is comprised of land, buildings, and other improvements located at 247-249 Pleasant Street in Concord (the "Property"), abutting the Dartmouth-Hitchcock Concord property and directly across Pleasant Street from Concord Hospital. The buildings on the Property were originally constructed in the 1890s and were moved approximately 500 feet to their current location around 1926. Once owned by Mary Baker Eddy, the Property was conveyed to the State in 1975 by the Christian Science Pleasant View Home as part of a much larger parcel including the Pleasant View Home and its grounds. The Property was then subdivided from the rest of the original parcel in 1984, and the buildings were substantially renovated for their conversion to office buildings. The Property had been leased to the City of Concord since 1989 until it became vacant in October 2012. The Department has no further need or use for the Property. A more specific description of the Property is as follows: a triangle-shaped parcel of land approximately 0.989 acres in size with approximately 290 feet of frontage along Pleasant Street, a two story wood frame office building with 1,987 square feet of above grade space and a full basement, a two story wood frame office building constructed in 1894 with 3,369 square feet of above grade space and a partial basement, a small wood frame shed, and a paved surface parking lot covering an area of approximately 7,000 square feet.

As of September 28, 2012, Capital Appraisal Associates, Inc., an independent appraisal firm, appraised the market value of the Property at \$300,000.

On November 2, 2012, the Department issued a Request for Proposal to Provide Real Estate Services ("RFP"). The RFP was posted on the Department's Current Bidding Opportunities web site and was advertised in the Manchester Union Leader November 2, 5, and 6, 2012 and by a direct email solicitation sent to twenty-one (21) brokers licensed by the New Hampshire Real Estate Commission. In response to the RFP the Department received conforming proposals from three (3) brokers. These proposals included opinions of value ranging from \$350,000 to \$480,641.83 and proposed effective commission rates (calculated based on the appraised value) ranging from 5% to 6%.

All three (3) proposals were reviewed and scored by an Evaluation Committee comprised of three (3) Department employees in accordance with the procedure set forth in the RFP. This procedure includes a two-tier review beginning with a scored evaluation by each Evaluation Committee member of each broker's qualifications, experience, and proposed marketing strategy, and the quality of the broker's market analysis—all as set forth in the proposal. Each broker must score an average total of 70% of the available evaluation criteria points allocated in the RFP to this first tier review in order to qualify for the second tier review, which focuses entirely on proposed commissions and fees. Two (2) out of the three (3) proposals qualified for the second tier review. Points scored during the second tier review are then added to the first tier score in order to determine the total score. Brokers are ranked by total score, with the highest score receiving the top rank. Scores and rankings for the two (2) proposals that qualified for second tier review are summarized on the attached spreadsheet.

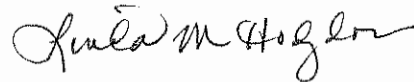
The top ranked proposal was submitted by NAI Norwood Group ("Norwood"). Norwood believes that the Property could sell "as-is" between \$375,000 and \$428,480. However, given the unique location of the Property and the apparent high level of interest among certain prospective buyers, Norwood and the Department believe that a particular market niche may support a higher price. With that in mind, Norwood and the Department request approval to initially market the Property without first setting a list or ask price in order to solicit offers that more accurately value the location premium. The Department would then return within sixty (60) days to seek the Committee's approval to sell the Property at a proposed price that takes into account the highest and best offer(s) received. Norwood has proposed a commission rate equal to 6% of the sale price up to \$1 million plus 5% of the sale price exceeding \$1 million up to \$2 million.

The listing agreement will specify that the Department is required to offer the Property to the City of Concord at the sale price approved by the Long Range Capital Planning and Utilization Committee as part of the statutory disposal process, and that the real estate broker will not receive any commission for a sale to the City of Concord or if any other State agency expresses interest in acquiring the Property. The listing agreement will also specify that the Department will offer the Property to the City after the Department has received the Committee's approval to sell the property at a specific proposed sale price which takes into account the highest and best offer(s) received, if any, during the initial marketing period.

Authorization is hereby requested: to enter into an exclusive listing agreement with a maximum term of one (1) year that will be subject to final approval by the Governor and

Executive Council for the marketing and sale of the Property on the conditions outlined above; to pay from the proceeds of such sale a commission fee to the selected broker at the proposed rate scale described above; and to retain for the Department from the proceeds of such sale an administrative fee of \$1,100, or such larger amount as the Committee may deem appropriate, in accordance with RSA 4:40, III-a.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Linda M. Hodgdon".

Linda M. Hodgdon
Commissioner

Attachments

LIST OF EXHIBITS

1. Summary list of broker proposals
2. Broker Proposal Evaluation Score Sheet
3. Location map
4. Tax map detail
5. Aerial view
6. Appraisal Report dated as of September 28, 2012 prepared by Capital Appraisal Associates, Inc.
7. Proposal submitted by the selected broker
8. Council on Resources and Development (CORD) approval letter

BROKER PROPOSAL EVALUATION SUMMARY
247-249 PLEASANT STREET, CONCORD, NEW HAMPSHIRE

	Opinion of Value	Proposed Commission	Effective Commission Rate at Appraised Value	Technical Evaluation Average Total Score*	Total Commission Score**	Total Score***
NAI Norwood	\$375,000 - \$428,480	1st million 6% 2nd million 5%	6%	92.67	0	92.67
Shea	\$480,641.83	6%	6%	81.33	0	81.33

* Total possible points = 100

** Points awarded on a sliding scale, where a 2% or lower effective rate at the appraised value receives the maximum 100 points and a 6% effective rate at the appraised value receives 0 points

*** Total possible points = 200

**REQUEST FOR PROPOSAL TO PROVIDE REAL ESTATE BROKERAGE SERVICES
NEW HAMPSHIRE DEPARTMENT OF ADMINISTRATIVE SERVICES
(RFP FMA 2013-05)**

Proposal Evaluation Score Sheet

REVIEWER NAME: _____

BROKER NAME: _____

CRITERIA

A. TECHNICAL (NON-COMMISSION)

1. Form and Content of Response **PASS/FAIL**
 - Does the proposal meet the submission requirements of the RFP as summarized in Part VI?

2. Client List/References **Points Awarded: _____ / 20 POINTS**
 - How similar are the services performed for each client to those sought by the RFP? (____ / 6 points)
 - How similar is the Property to the clients' properties in terms of size, type, character, and location? (____ / 8 points)
 - How favorable are the references? (____ / 6 points)

3. Experience and Capacity **Points Awarded: _____ / 40 POINTS**
 - How well has the Respondent demonstrated past success in marketing properties similar in size, type, character, and location to the Property? (____ / 16 points)
 - How well has the Respondent demonstrated sufficient experience and expertise with redevelopment consulting and/or the successful marketing of special use properties for repurposing to developers and/or investors? (____ / 16 points)
 - How well has the Respondent demonstrated that it has adequate staffing and resources available to adequately market the Property and that the specific staff members likely to work with the Property are adequately qualified to do so? (____ / 8 points)

4. Proposed Strategy **Points Awarded: _____ / 20 POINTS**
 - How dynamic, customized, and appropriate for the Property is the Respondent's proposed marketing strategy? (____ / 9 points)
 - Has the Respondent included a list of suitable media outlets that it proposes to use? (____ / 3 points)
 - How well has the Respondent demonstrated an understanding of the particular challenges that the Property may present to a prospective buyer and how certain unique characteristics of the Property may enhance its value? (____ / 8 points)

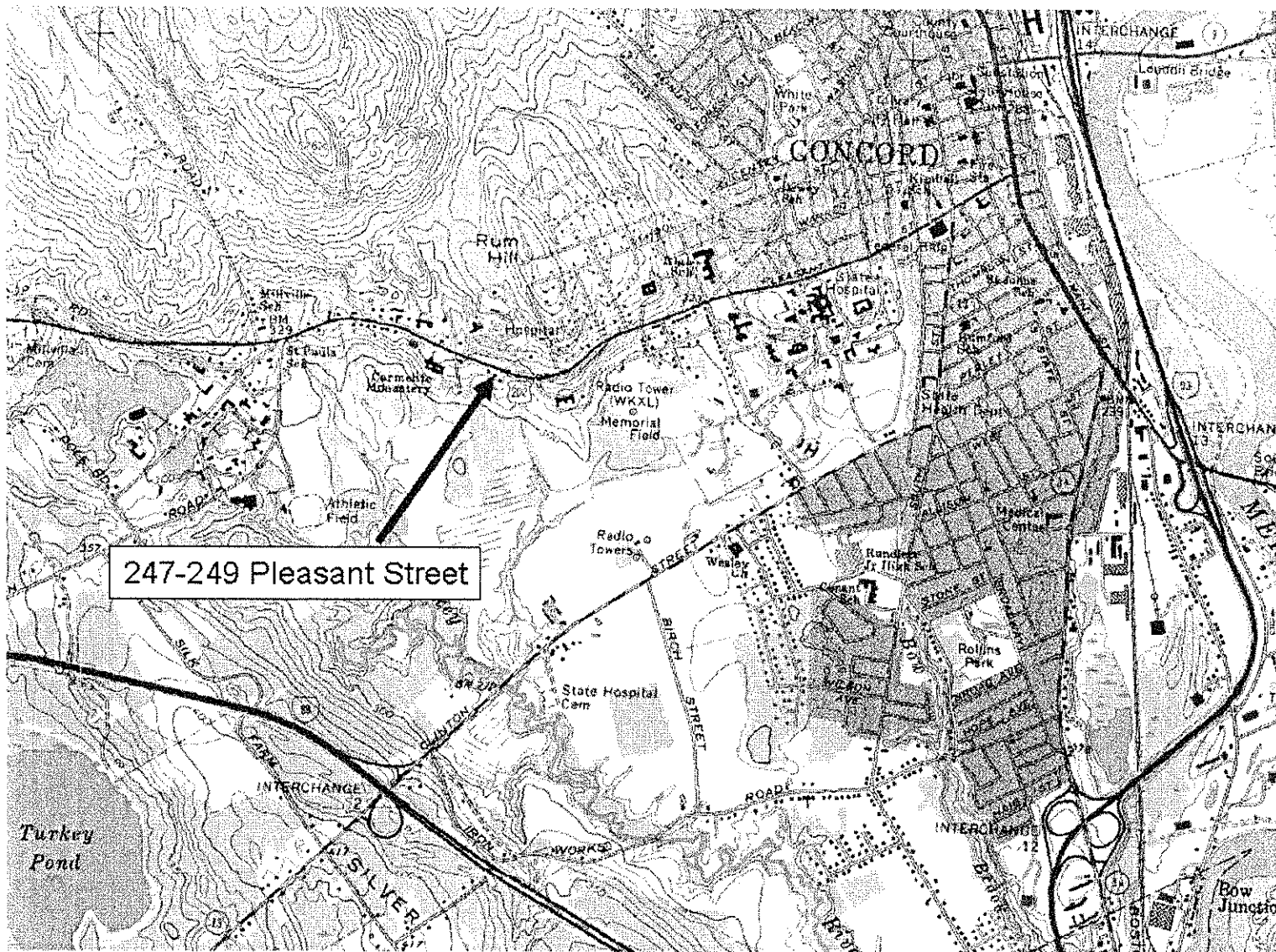
5. Market Analysis **Points Awarded: _____ / 20 POINTS**
 - Has the Respondent included an apt and convincing comparable sales analysis? Did the Respondent use any other appropriate methodologies (e.g. income or cost approach) to

derive or support a proposed asking price for the Property? How well did the Respondent explain, justify, and apply the methodologies employed? (____ / 5 points)

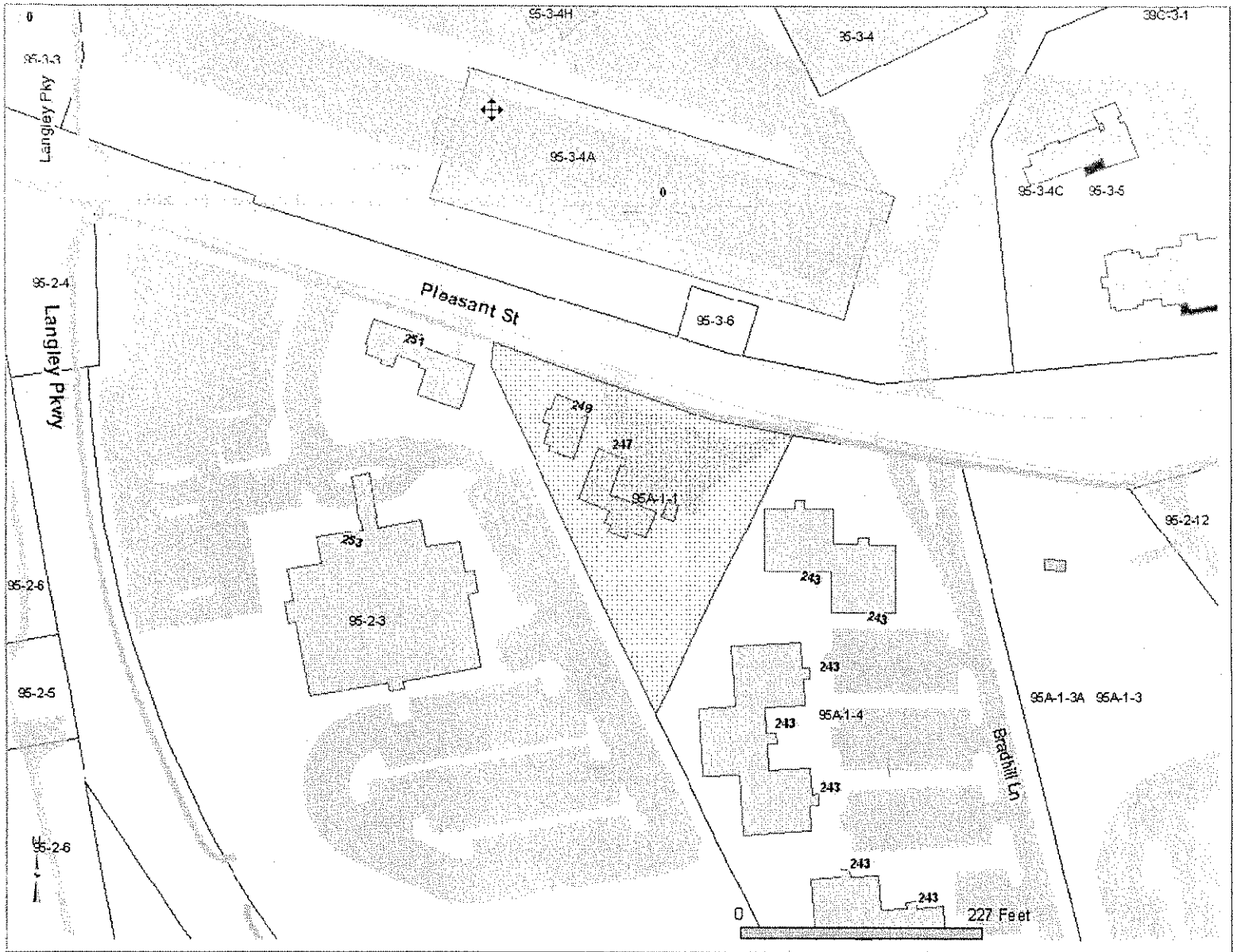
- Has the Respondent proposed an asking price (or an attainable sale price opinion) that is based on a reasonable estimate of the market value of the Property? Were all of the relevant valuation factors and assumptions identified, applied, and reasonably well justified? (____ / 10 points)
- Has the Respondent included a reasonably thorough highest and best use analysis of the Property that reaches a convincing conclusion? Were all of the valuation methodologies, comparable transactions, valuation factors, and assumptions employed consistent with the Respondent's highest and best use conclusion? (____ / 5 points)

B. COMMISSION/FEES

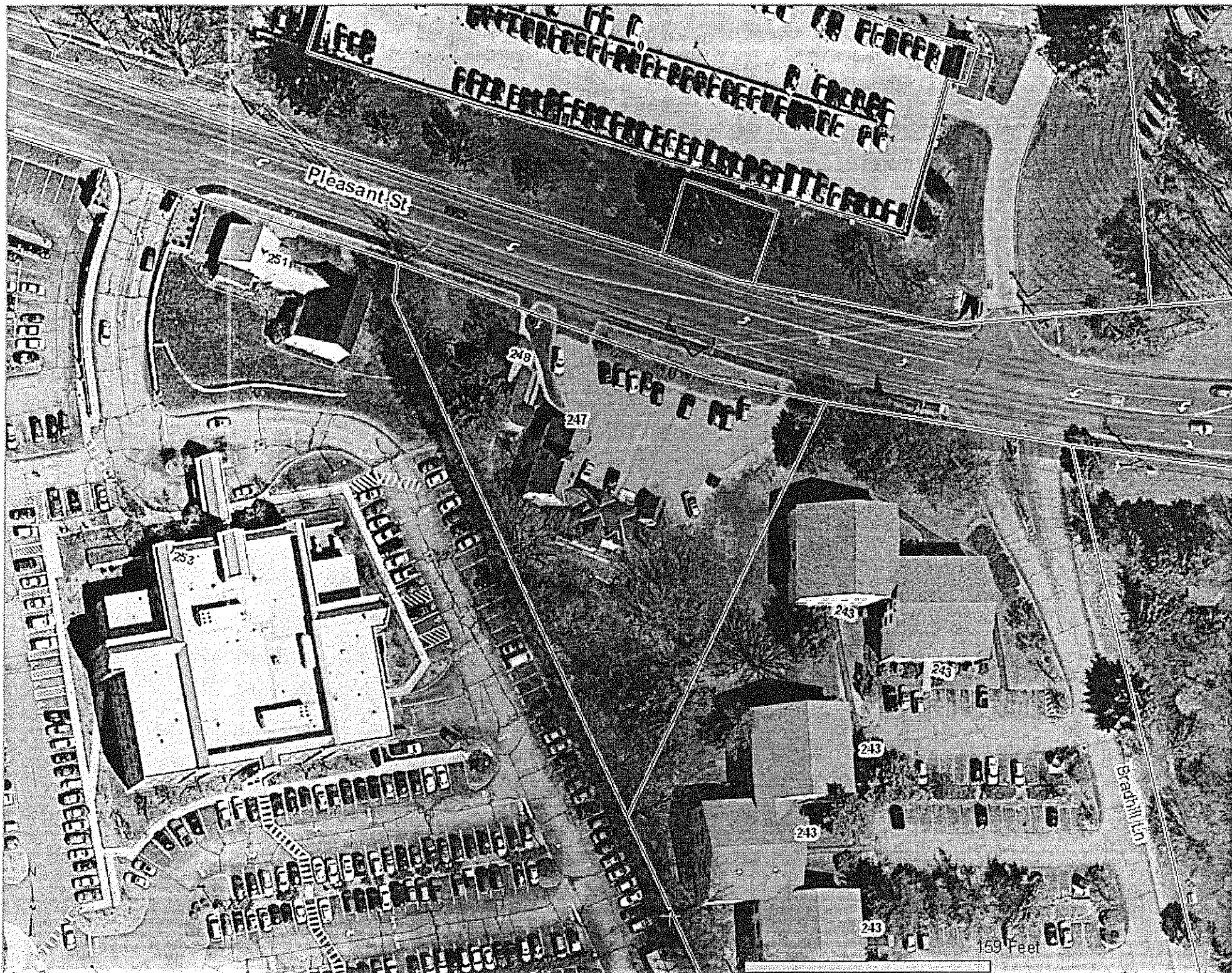
Points Awarded: _____ / 100 POINTS



USGS Concord Quad



Tax Map Detail
247-249 Pleasant Street, Concord



**SUMMARY
APPRAISAL REPORT**
Of Real Estate

Located At:
247-249 Pleasant Street in
Concord, New Hampshire

Current Owner:
State of New Hampshire

Effective Date:
September 28, 2012

Report Date:
October 11, 2012

Prepared For:
Mr. Jared Nylund
NH Department of Administrative Services
25 Capitol Street
Concord, New Hampshire 03301

Prepared By:
Timothy R. Daniels, President
NH Certified General Appraiser #46

Capital Appraisal Associates, Inc.
128 South Fruit Street
Concord, New Hampshire 03301
Appraisal File No. 12-557
Federal Tax ID 02-0492128

Capital Appraisal Associates, Inc.

Real Estate Appraisers and Consultants

128 S. Fruit Street, Concord, New Hampshire 03301
Telephone (603) 228-9040, Facsimile (603) 228-2072

October 11, 2012

Mr. Jared Nylund
NH Department of Administrative Services
25 Capitol Street
Concord, New Hampshire 03301

Re: Summary Appraisal Report of land and buildings
Current Owner: State of New Hampshire
Located at 247-249 Pleasant Street in Concord, New Hampshire

Dear Mr. Nylund:

As you requested, I have personally made an inspection of the above-captioned property for the purpose of reporting to you my opinion of the subject's "as is" fee simple unencumbered *market value* as of **September 28, 2012**. It is my understanding that this report is to be used to assist the client, NH Department of Administrative Services, other affiliated departments, and/or assigns, for potential marketing and/or portfolio purposes. However, it is stressed my immediate client is the NH Department of Administrative Services. No third parties are authorized to rely upon this report without the express written consent of the appraiser.

Report that is intended to comply with the reporting requirements set forth under the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it might not include full discussions of the data, reasoning, and analysis that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analysis 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.

The final reconciled value estimate does not include any value for any F.F. &E., goodwill or any other intangibles. This value estimate represents only the market value for the Real Estate. Consequently no allocation of any additional components was applicable.

At your specific request, this is a summary appraisal report. In conjunction with this summary appraisal the following items typical of a self contained appraisal will not be included:

1. Full area analysis
2. Full zoning analysis
3. Full tax and assessment analysis
4. Full site and improvement analysis
5. Full highest and best use analysis
6. Full market analysis

I hereby certify that I have made an inspection of the property on September 28, 2012, that I have taken into consideration all factors which I felt were pertinent to the value estimate, and that I have not knowingly or intentionally omitted any important data.

I further certify that I have no present or contemplated future interest in the property and that my professional appraisal fee is not dependent upon the value estimate.

On the basis of my inspection, investigation, study and analysis, I am of the opinion that the "as is" fee simple unencumbered *Market Value* of the subject property as of **September 28, 2012, is \$300,000.**

Sincerely,

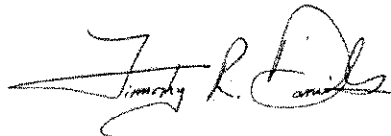
A handwritten signature in black ink, appearing to read "Timothy R. Daniels". The signature is stylized with a large, sweeping initial 'T' and a cursive 'D'.

Timothy R. Daniels, President
NH Certified General Appraiser #46

APPRAISAL CERTIFICATION

I certify that, to the best of my 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 the reported assumptions and limiting conditions and is my personal, impartial, and unbiased professional analyses, opinions and conclusions.
3. 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.
4. I or Capital Appraisal Associates have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. My engagement in this assignment is not contingent upon developing or reporting predetermined results.
7. 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.
8. My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
9. I have made a personal inspection of the property that is the subject of this report.
10. No one provided significant professional assistance to the person signing this certification.
11. The date of this report is October 11, 2012 with an effective date of valuation of September 28, 2012. On the basis of my inspection, investigation, study and analysis, I am of the opinion that the "as is" fee simple unencumbered *Market Value* as of September 28, 2012, is \$300,000.



Timothy R. Daniels, President
NH Certified General Appraiser #46

COMPETENCY STATEMENT

Timothy R. Daniels

Title XI of the Federal Financial Institution's Reform, Recovery and Enforcement Act of 1989 requires the Federal Reserve Board and other federal agencies to issue regulations to protect federal financial and public policy interests in real estate transactions requiring the services of an appraiser. Federal law recognizes the Uniform Standards of Professional Appraisal Practice as the current industry standards and identifies the Appraisal Foundation as the authority for professional appraisal standards.

The uniform standards contain three provisions, one of which is the competency provision which requires appraisers to have the knowledge and experience to complete their assignments competently and contains specific requirements for appraisers who do not possess sufficient competence.

As part of the regulatory process, two primary classifications of appraisers have been established by the State of New Hampshire in accordance with the federal regulations in order to gauge education and competence. The classifications are licensed appraiser and certified appraiser. The licensed appraiser classification identifies those individuals possessing the basic educational and experience requirements needed to competently appraise residential properties, while the general appraiser classification identifies those appraisers who are competent to appraise all types of real estate.

With regards to my competency to complete this assignment, I submit the following:

1. I currently hold the general appraiser certification classification as issued by the State of New Hampshire. My certification number is New Hampshire Certified General Appraiser #46.
2. I have completed numerous appraisals on various types of real estate including vacant industrial, commercial, and residential sites, commercial/industrial and residential subdivisions, professional office buildings, small village, neighborhood and regional shopping centers, restaurants, gas stations, regional chain food stores, as well as other nontypical and special use properties.
3. In order to familiarize myself with the local market I have conferred with local Realtors, interviewed numerous local municipal officials, property owners, and tenants. I believe that this research and activity has provided additional insight into the market in which the subject exists and the economic conditions prevalent in the community and the region.

Because of my experience, education, and professional recognition, I possess the necessary background and knowledge to competently complete this assignment.

EXECUTIVE SUMMARY

CURRENT OWNERS:

State of New Hampshire

ADDRESS:

247-249 Pleasant Street in Concord, New Hampshire.

SUBJECT:

The subject of this appraisal is two detached commercial office buildings located on a 0.99± acre site. The total combined gross building area of these two buildings is estimated to be 5,356± square feet.

INTEREST VALUED:

Fee Simple Market Value estimate. The final reconciled value estimate does not include any value for any F.F. &E., goodwill or any other intangibles. This value estimate represents only the market value of the real estate. Consequently, no allocation of any additional components was applicable.

DATE OF INSPECTION:

September 28, 2012

EFFECTIVE DATE OF VALUE:

September 28, 2012

DATE OF REPORT:

October 11, 2012

INDICATED VALUE BY:

Sales Comparison:	\$285,000
Income Approach:	\$330,000
Cost Approach:	Not Applicable

RECONCILED VALUE: \$300,000

LEGAL DESCRIPTION/HISTORY:

Per the enclosed tax assessment card, the subject is identified as Map 95A, Block 1, Lot 1. The current owner is the State of New Hampshire. They acquired the property from the Christian Science Pleasant View Home, on August 26, 1975 recorded in Merrimack County Registry of Deeds Book 1253, Page 0350. This transfer represents a larger parcel which was subsequently subdivided. The subject is the only parcel which has been retained by the State of New Hampshire. I was not made aware that the subject is currently listed for sale or that it is currently under agreement. A copy of the latest noted transfer is included in the subject addenda. A title search is beyond the scope of this appraisal. The client is advised to employ a qualified attorney if this is felt to be a major issue. A copy of the subject's legal description has been included in the addenda of this report.

INTENDED USE:

It is my understanding that this report is to be used to assist the client, NH Department of Administrative Services, other affiliated departments, and/or assigns, for potential marketing and/or portfolio purposes. However, it is stressed my immediate client is the NH Department of Administrative Services. No third parties are authorized to rely upon this report without the express written consent of the appraiser.

PURPOSE:

The purpose of this appraisal is to estimate the "as is" market value of the fee simple interest of the subject property as of September 28, 2012, which is the date the subject property was inspected. In valuing this property, I have considered the actions of the market and have concluded with a market value in consideration of economic indicators as of this effective date.

ENVIRONMENTAL:

I did not observe any ground contaminants or evidence of waste such as sludge, chemical residue or oil spillage on the subject site. To the best of my knowledge, the subject property has not been recently tested for the presence of any hazardous waste nor is the site listed among the properties in the Department of Environmental Protection's list of confirmed disposal sites and locations to be investigated. However, I am not an expert in determining the presence or absence of hazardous substances. Therefore, I assume no responsibility for studies or analyses which would be required to conclude the presence or absence of such substances or potential impact as a result of the presence of such substances.

SCOPE:

Per request of the client the scope of this appraisal was via a Summary Appraisal Report that is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. It is my opinion that this appraisal is not so limited as to result in a mislabeled or confusing report.

The scope of this appraisal included an inspection of the subject property on September 28, 2012, and analyses of the market data which may affect and influence the value of the subject property. Additional subject investigation included research of public records through the use of commercial sources of data such as printed comparable sales data services and computerized databases. Search parameters such as dates of sale, leases, locations, sizes, types of properties, and distances from the subject started with relatively narrow constraints and, if necessary, were expanded until, in the appraiser's opinion, sufficient data was retrieved to estimate market value or until the appraiser believed that the available pool of data was reasonably exhausted. Researched sales data was viewed and, if found to be appropriate, efforts were made to verify the data with persons directly involved in the transactions such as buyers, sellers, brokers or agents. At the appraiser's discretion, some data may have been used without personal verification if, in the appraiser's opinion, the data appeared to be correct. In addition, the appraiser considered any appropriate listings or properties found through observation during the data collection process. Only the data deemed to be pertinent to the valuation of the subject property has been reported.

SPECIAL ASSUMPTIONS:

Typical limiting conditions and general assumptions are located in the addenda of this report.

DEFINITION MARKET VALUE:

The term *Market Value* is defined in the 2012-2013 Edition of the Uniform Standards of Professional Practice (Page A-73), as promulgated by the Appraisal Standards Board of The Appraisal Foundation, as *"the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:*

- ◆ *Buyer and seller are typically motivated.*
- ◆ *Both parties are well informed or well advised, and acting in what they consider their own best interests;*
- ◆ *A reasonable time is allowed for exposure in the open market;*
- ◆ *Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and*
- ◆ *The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."*

APPRAISAL DEVELOPMENT AND REPORTING PROCESS:

In preparing this appraisal, the appraiser . . .

1. - Inspected the subject property on September 28, 2012;
2. - Researched and collected market data related to market conditions and market activity;
3. - Confirmed and analyzed the data and applied the Sales and Income approaches to value;
4. - Exercised some degree of due diligence to determine the existence of apparent adverse conditions; and
5. - Arrived at a value conclusion, the results of which are reported as a single point value estimate.

It is important to note the summary appraisal process did not include the following:

1. - Regional, state, and local analysis
2. - Detailed review of the zoning ordinance which governs the subject property
3. - Review of environmental or other survey reports
4. - Full tax and assessment analysis of the subject property
5. - Full site and improvement analysis
6. - In-depth market and highest and best use analysis

GENERAL REGIONAL AND MUNICIPAL DATA

The following data has been extracted mostly from published studies by the State Occupational Information Coordinating Committee (SOICC) Of New Hampshire. The information is funded through a grant from the New Hampshire Department of Resources and Economic Development, Office of Business and Industrial Development.

Municipality

City/Town:	Concord
County:	Merrimack
Labor Market Area:	Concord NH Micro-NECTA
Regional Development	Capital Regional Development Council

Distance to Major Metropolitan Areas:

Manchester, NH:	18± miles
Portland, ME	110± miles
Boston, MA:	68± miles
New York, NY:	273± miles
Montreal, Canada:	245± miles

Demographics:

Population	2010	2000	1990	1980	1970
Community	42,695	40,765	36,994	30,400	30,022
County	146,445	136,716	120,618	98,302	80,925

Income Estimate (ACS 2010):

Per Capita Income:	\$29,298
Median 4-Person Family Income:	\$68,869
Median Household Income:	\$51,412
Average Weekly Wage:	\$ 855 (Total, private plus government)

Commuting Patterns:

Mean Travel Time to Work: 21.0 minutes

Percentage of Residents

Working In The Community: 63.0%

Percentage of Residents

Commuting Elsewhere: 34.0%

Percentage of Residents

Commuting out-of-state 3.0%

The Top Five Major Employers:

Employer	Product/Services	Employees
State of New Hampshire	Government	6,500
Concord Hospital	Hospital	2,960
Steeplegate Regional Mall	Retail stores	1,233
Genesis Health care	Retirement community	1,200
Sanel Auto Parts	Auto parts distributor	525
Lincoln Financial	Insurance	602

Municipal Services:

Type of Government: Manager & Council

Planning Board: Appointed

Industrial Plans: Planning Board

Zoning: 1930/10

Master Plan: 2008

Capital Improvement Plan: Yes

Full Time Police Department: Yes

Full Time Fire Department: Yes

2010 Tax Burden Allocations:

Residential:	59.3%
Commercial:	36.7%
Other:	4.0%

Housing Statistics (2010):

Total Estimated Housing Units:	19,194
Single Family Units:	9,141
Multifamily Units	
2 to 4 Units:	3,648
4 or more Units:	5,464
Mobile or other Units:	941

Available Utilities:

Electric Supplier:	Unitil/Concord Electric
Natural Gas Supplier:	National Grid
Water Supplier:	City of Concord
Sanitation:	Municipal
Telephone Company:	Fairpoint
Cellular Phone Access:	Yes
Cable Television:	Yes

Medical and Health:

Nearest Hospital:	Concord Hospital in Concord
Distance to Hospital:	In Concord
Number of Beds:	220 units

Conclusions

The City of Concord is an attractive location for both residential, commercial, and industrial development with several easy access roads to major transportation routes, air service at the Concord Airport, major shopping, and recreation facilities in both Concord and Manchester. Concord is situated in the central section of the state. The city's population density is 664.6 persons per square mile of land area. Concord contains 64.2 square miles of land area and 3.2 square miles of inland water area. The city appears to have the infrastructure in place to take advantage of the recovery and has sufficient land identified and zoned for further continued expansion when the economy turns around.

In conclusion, the economy and the real estate market in general are showing signs of the recent recession and overall slowdown in activity. The expected trend for the future is stability to very moderate growth.

GENERAL NEIGHBORHOOD ANALYSIS

A neighborhood is defined as, "A group of complementary land uses". A neighborhood should be distinguished from a district, which is defined as, "A type of neighborhood that is characterized by homogeneous land uses".¹ A neighborhood will contain land uses, complementary to one another. For example, predominantly residential neighborhoods typically contain some commercial properties that provide services for the local residents. The boundaries of a neighborhood can be physical, such as a lake, stream, or major highway, or they may be less easily discernible such as changes in prevailing land use or occupant characteristics.

Neighborhood Boundaries

The subject property is located on Pleasant Street in the City of Concord, New Hampshire. The area in general is zoned for institutional uses, located just west of the downtown Concord area. The immediate subject neighborhood is considered to be the Concord Hospital Complex. However, generally speaking the neighborhood is most properties located just outside of the Downtown Concord area.

Character

Access

Access to the subject's neighborhood is excellent as the Concord grid of roads leads to Main Street. Interstate 93 and Interstate 89 are also located within 3 miles of the subject property. Also, it should be noted the newly constructed Langley Parkway was completed which provides almost direct access to Interstate 89.

Uses

Uses within the immediate neighborhood include a larger apartment complex, several medical related properties including the Concord Hospital, several professional offices, other service related uses, as well as a mix of some single family homes. However, generally speaking, the immediate neighborhood are a mix of larger investment grade properties and owner occupied commercial buildings with a smaller amount of single family homes, smaller retail businesses, multifamily homes, and other professional offices.

¹ The Appraisal of Real Estate (Chicago, Ill: Appraisal Institute, Tenth Edition, 1992) page 171.

Growth and Development

Life Stage of Neighborhood

The majority of the commercial structures in the immediate subject neighborhood appear to have been constructed within the last 20+ years with most being in good to very good overall condition.

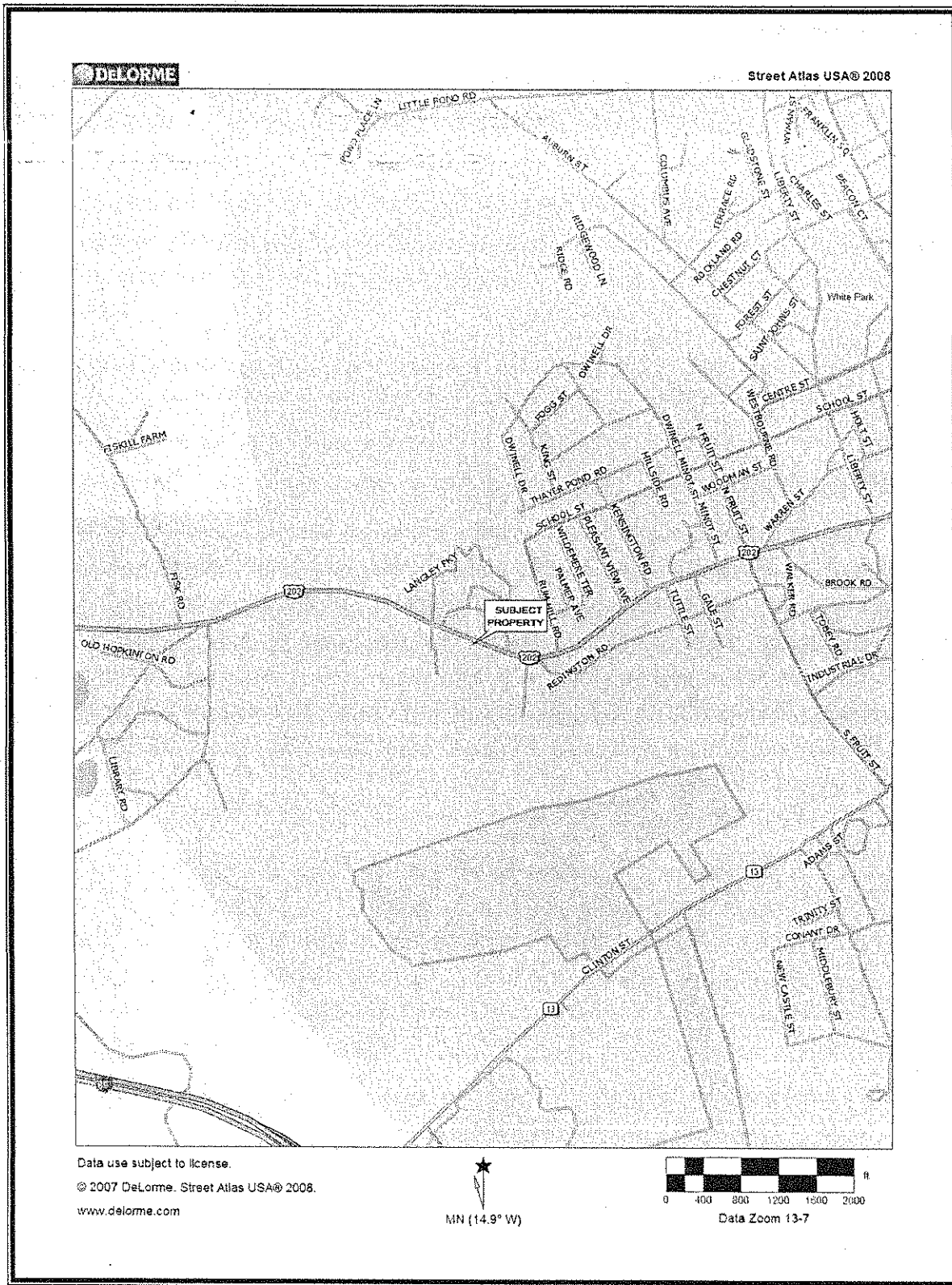
Vacancies throughout most of Concord range from 5% to 20% with 10% or less being the norm. Lease rates over the past few years have remained fairly steady; however, over the past few years, there have been relatively fewer amounts of vacancies in the subject's general immediate neighborhood.

The life stage of the neighborhood, based on my observations, appears to be one of slow growth.

Conclusions

Overall, the subject property enjoys good exposure because of its location being within view of the Concord Hospital complex and within close proximity to downtown Concord, Interstates 89 and 93. Generally, most properties in this neighborhood have been well maintained and are of good quality and condition. Vacancies in the subject's immediate neighborhood currently appear to be slightly less than other sections of Concord and the other surrounding communities. This neighborhood will, in my opinion, continue to be a desirable location within the City for many years to come due mainly to the influence to the Concord Hospital complex.

NEIGHBORHOOD MAP



DESCRIPTION OF REAL ESTATE APPRAISED

A summary of site characteristics is presented below:

Location:	247-249 Pleasant Street in Concord, NH
Owner of Record:	State of New Hampshire
Assessors Identification:	Tax Map 95A, Block 1, Lot F
Total Assessment & Taxes:	Land component. \$482,900
	Improvements. <u>\$467,900</u>
	Total Assessed Value \$950,800
	2011 Equalized Value @ 100.1%. \$949,850
	2011 Annual Taxes @ \$24.60/1,000. . . \$ 23,390

Site Size & Shape:

According to the tax assessment records, the subject site is roughly triangular in shape, and contains a total of 0.99 acres of land.

Frontage:

Scaled from the on line tax assessment data, the subject site has approximately 292.74 feet of road frontage along the southerly side of Pleasant Street. The frontage along Pleasant Street is slightly above grade with the improvements.

Topography & Cover:

The topography of the site overall is gently sloping downwards away from road grade. The site has been cleared of all vegetation with the exception being along the side and back borders of the site. The remaining cover is the two commercial buildings, paving, and various landscaping around the site.

Flood Hazard:

The subject site does not appear to be located in a flood hazard zone as referenced by the National Flood Insurance Program/U.S. Department of Housing & Urban Development flood insurance rate map. However, it should be noted that I am not qualified to make flood plain determinations. If the client is so concerned, an independent analysis and determination should be conducted by a qualified expert. A copy of the national flood hazard map is included.

Zoning:

The City of Concord has zoning ordinances, and the subject site is currently located in the Institutional Zoning District. Based on general conversations with the City Assessing and Code Offices, it appears both the site and current use are considered to be legal and conforming. If the client determines the zoning is or could be an issue, it is advised that the client hire a zoning expert. The previous analysis and conclusions are based on available data obtained from municipal

offices the and general conversations with municipal officials. It should be noted the determination of the zoning compliance is beyond the scope of this appraisal. If the client determines the zoning is or could be an issue, it is advised that the client hire an zoning expert. The previous analysis and conclusions are based on available data obtained from municipal offices the and general conversations with municipal officials.

Detrimental Conditions/Easements:

I was not made aware of any detrimental conditions, easements, restrictions, or encroachments that exist on the subject property, which I would consider to adversely affect the marketability of the subject property. The research required to determine if additional restrictions exist is beyond the scope of this assignment. Typically deed restrictions are a legal matter which may only be uncovered via a title extract completed by a qualified attorney or title company. Therefore, if the client is so concerned, it is recommended that a professional title extract be completed by a qualified expert.

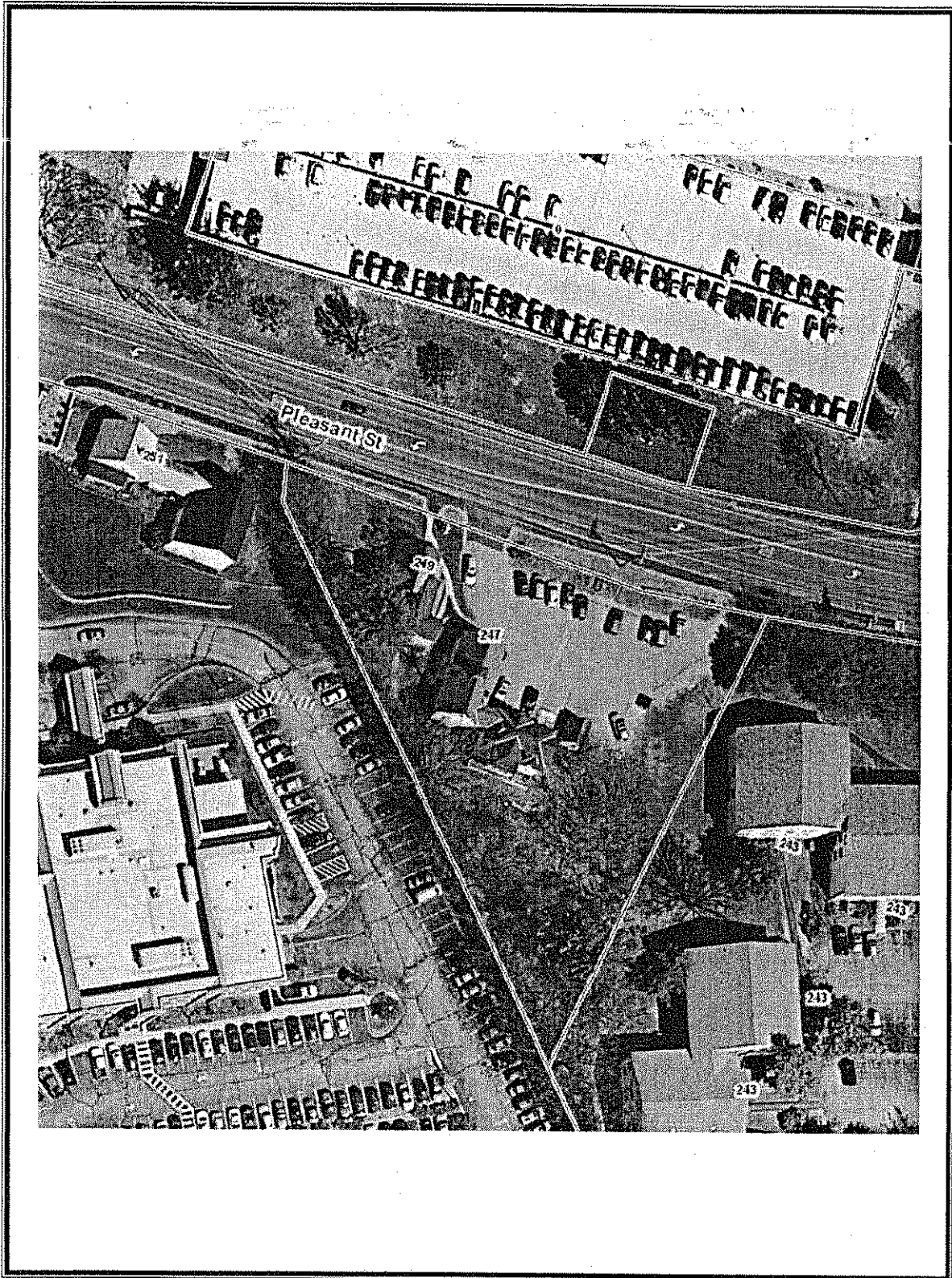
Highest & Best Use:

Based on current market data of what uses would be legally permissible; physically possible and economically feasible in the subject neighborhood indicate that as vacant the highest and best use would be for commercial development.

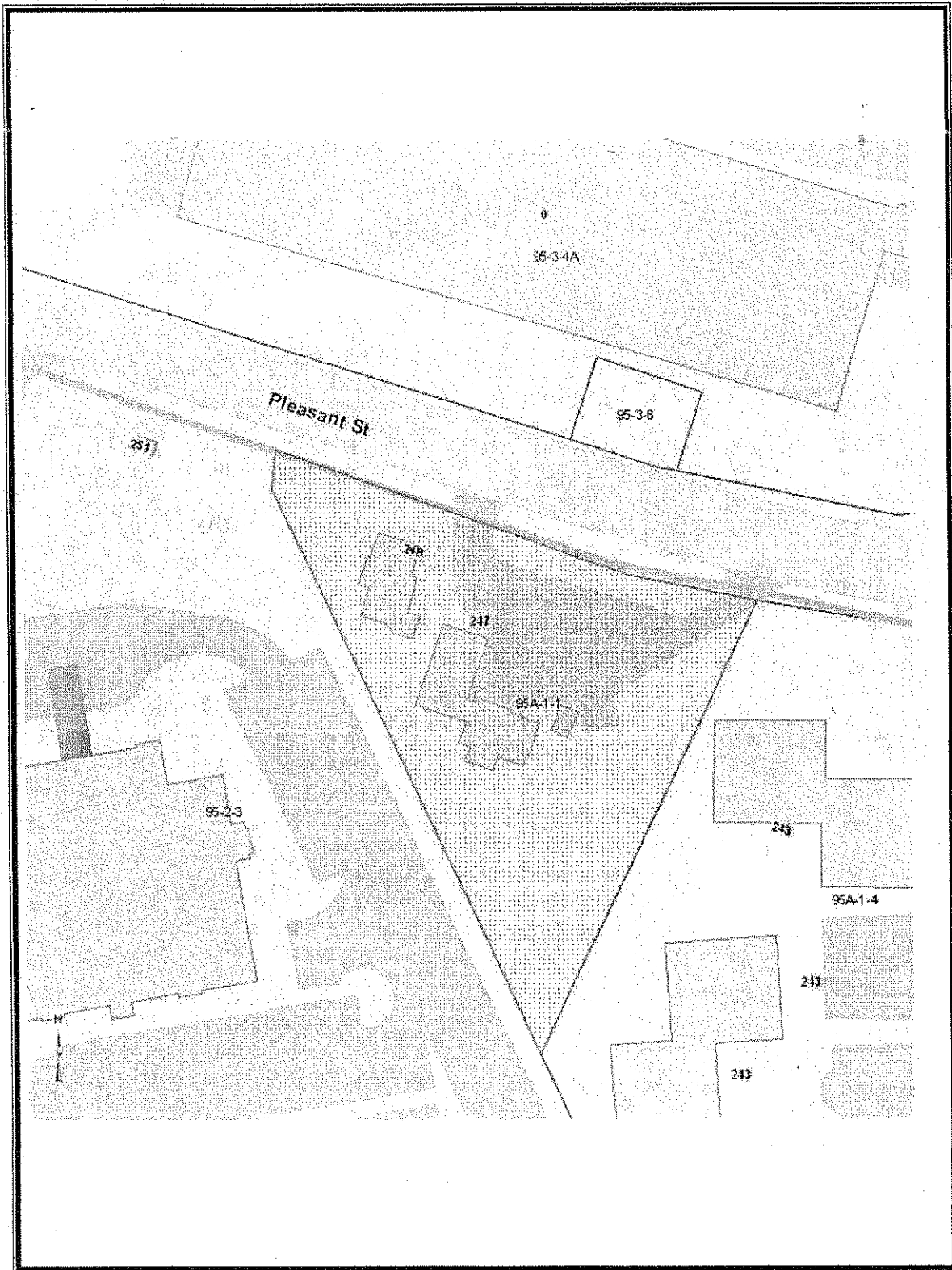
As improved, the subject property has the potential to generate a positive cash flow over the next few years which would yield a value greater than or somewhat equal to the estimated value of the vacant site. Therefore, the maximally productive use of the subject property, as improved, would be for the existing use as an office complex with at least a portion of the property being used for some type of owner occupied business.

Additionally, it was noted by a local investor that in his opinion the majority of the value is only in the underlying land value. However, he noted due to the somewhat irregular shape and he felt there could be some topography considerations, which could limit the amount of usable land area, that any developer would have to use the existing buildings. In his opinion, due to the extensive renovations, they would add little in contributory value. This investor/developer requested to remain anonymous. In my opinion, the most recent comparable land sales would be two land sales from South Commercial Street which sold for \$250,000 and \$350,000 per site, and another smaller land parcel on Green Street which sold for \$300,000. Based on these sales, it appears the value as improved, would be very similar to the value as if vacant.

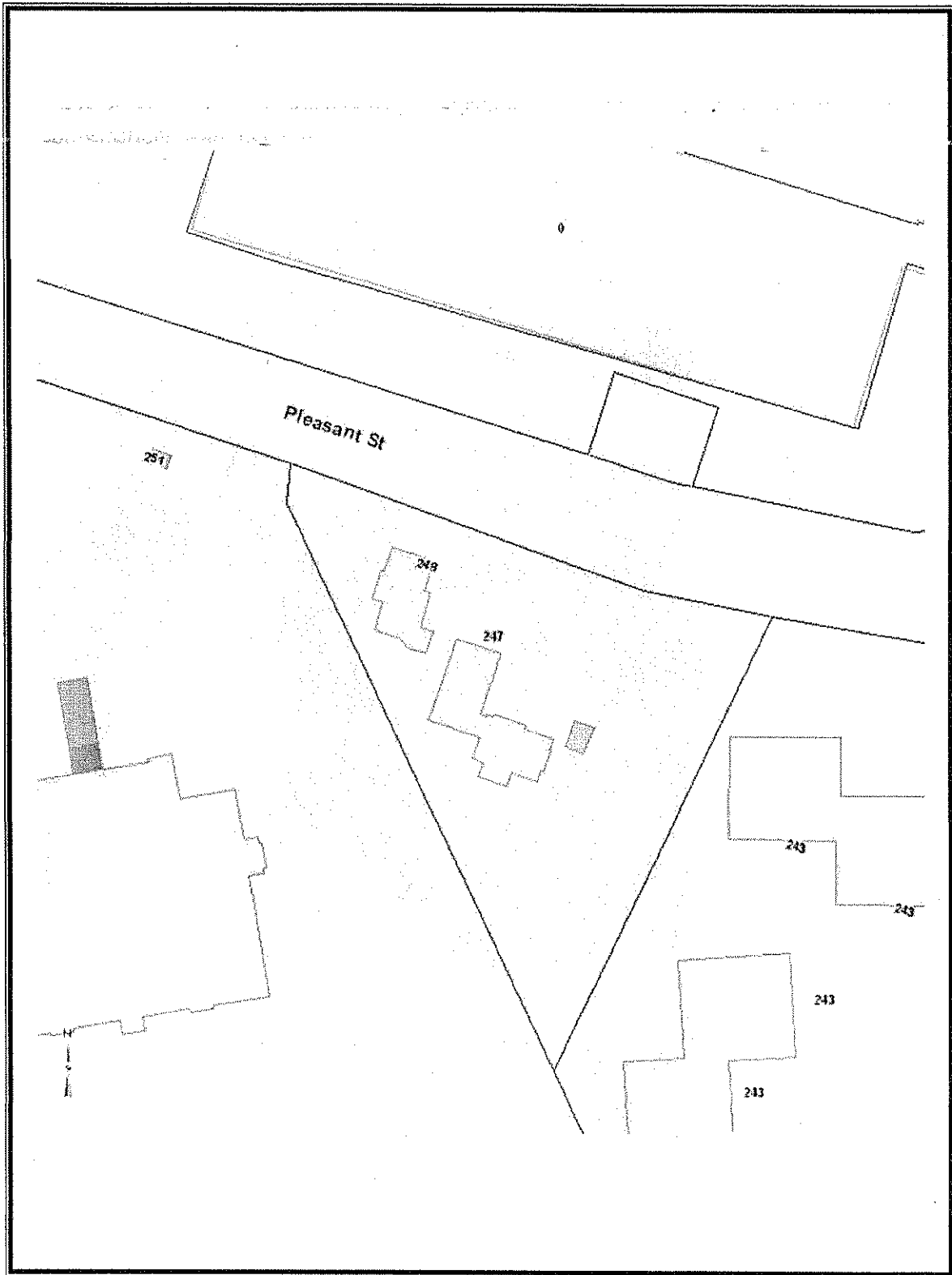
AERIAL MAP



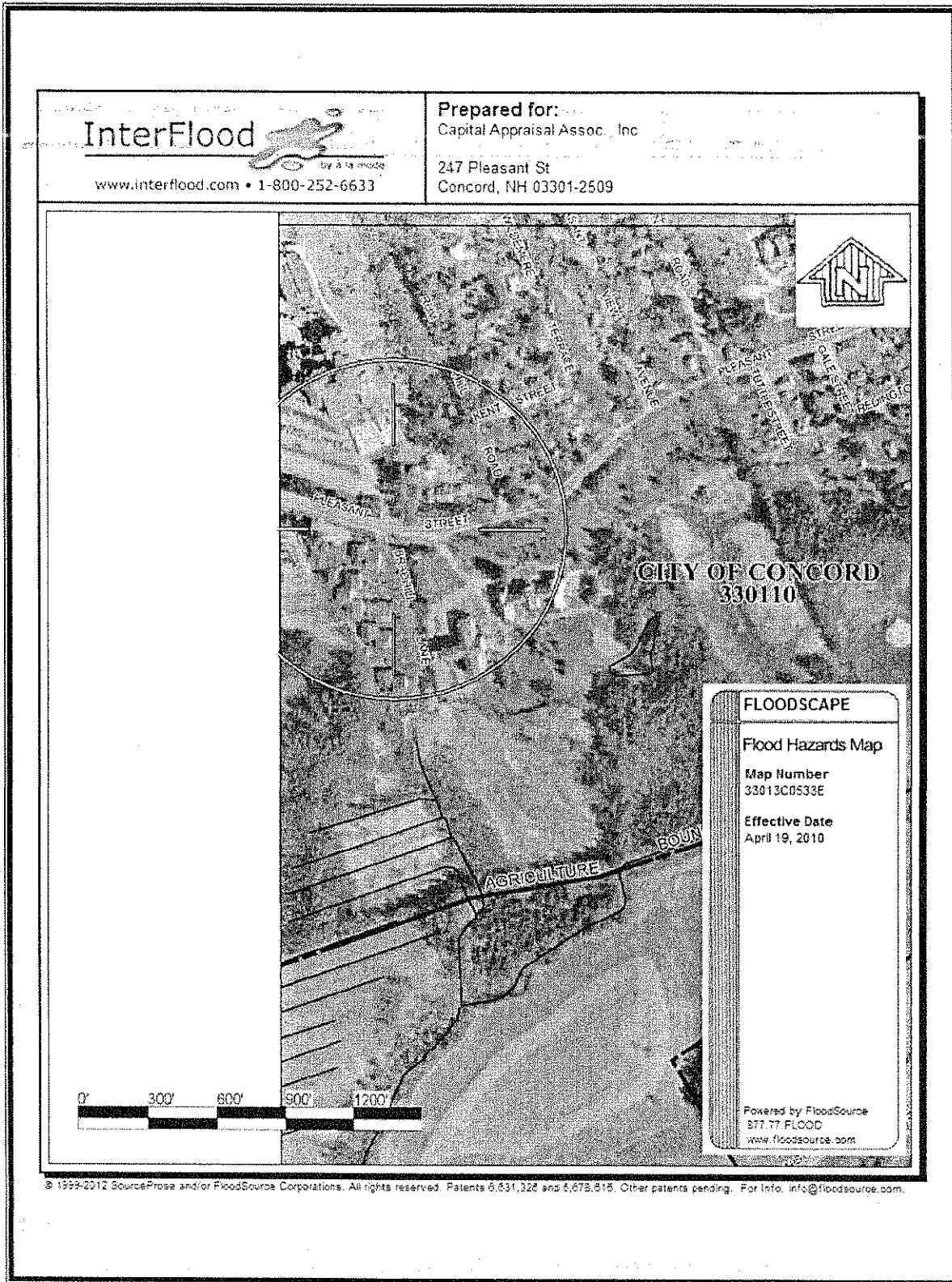
TAX MAP



ZONING MAP



FLOOD MAP



© 1999-2012 SourceProse and/or FloodSource Corporations. All rights reserved. Patents 6,631,326 and 6,673,815. Other patents pending. For info, info@floodsource.com.

IMPROVEMENT DESCRIPTION

Source (s):

This description is based on my personal inspection of the subject property, as well as information secured from my client, municipal offices, as well general information provided by the current listing broker. It should be noted that the appraiser is not a structural engineer (nor an architect) and, consequently, no opinion is offered as to the quality or the inherent structural integrity of the improvements. Obvious physical or functional items are mentioned in this report (which in my opinion would affect value) are provided for the reader's information and addressed within the report in the appropriate valuation sections.

Improvements - General:

The subject site is improved with two detached office buildings which have a combined gross building area of 5,356± square feet. Noting both buildings have a highest and best use to be used for some type of office, I have completed only one description, with any dissimilarities being pointed out for each category.

Actual/Effective Age:

According to the tax assessors card, 249 Pleasant Street (the smaller building), was constructed circa 1910, with the larger office building (247 Pleasant St.), having been constructed circa 1920. Based on my observations of the subject property, it is my opinion that the effective age is approximately 30 to 40 years, being in fair to average overall condition.

Foundation:

247 Pleasant Street has a partial basement with some of the basement located at ground level at the rear of the site. A portion of the basement was viewed, but the majority, which is located under the renovated barn section, was not accessible. 249 Pleasant Street has a full unfinished basement. The majority of the basement is constructed with a mix of concrete, stone, or granite.

Construction:

Basic wood frame structure.

Exterior:

Painted wood clapboard siding. The siding is in need of scraping and painting.

Doors:

All of the interior and exterior doors of both buildings are typical and appropriate doors for the building and uses.

Windows:

Mainly older double hung windows with storms and screens.

Roof Structure:

The roof consists of standard asphalt shingles. The roof on 247 Pleasant Street appears to be in good overall repair. However, the entire roof of 249 Pleasant Street appears to be in need of replacement.

Floor Structure:

The floor covering varies throughout the building, however, the majority is carpeting and wood flooring.

Partitioning:

It appears that the majority of the partitioning is wood.

Ceilings:

The ceilings consist primarily of painted drywall or plaster throughout.

Interior Finish:

Typical painted drywall or plaster throughout.

Use & Size:

247 Pleasant St. Building: A portion of this building is currently occupied. The entire building was recently being used for a mix of office and office related uses. The first floor area consists of a receptionist/waiting area, several offices, file/copy rooms and an adequate amount of bathrooms. According to the tax card the first floor contains approximately 2,004± square feet of gross building area. The second floor contains an additional 1,365± square feet of gross building area. The second floor contains additional offices, bathrooms, a kitchen, and a few other rooms which have retained the residential feel. In addition there is an enclosed porch overlooking the back yard. Therefore, the total size of this building is estimated to be approximately 3,369± square feet of gross building area.

249 Pleasant St. Building: This entire building is vacant and is reported to have been vacant for at least the past two years. The property was last used as an office use, but has retained most of the residential feel, typical for a majority of older "renovated" residential/offices throughout the greater Concord area. According to the tax card the first floor contains approximately 1,136± square feet of gross building area and the second floor contains an additional 856± square feet of gross building area. Therefore, the total size of the subject property is estimated to be approximately 1,987± square feet of gross building area.

HVAC:

Separate forced hot water heating units which appear to be gas fired. It appears any air conditioning is via window mounted units.

Electrical:

The subject is reported to have an adequate electrical entrance for the last use as a mixed residential and professional office use.

Additional Improvements:

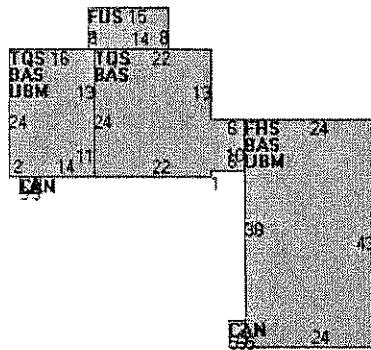
The subject property has adequate parking located between the road frontage and the 247 Pleasant Street building. There is also a detached garage or shed, but the condition appears such that it should be razed. The site has some landscaping with the back having some grown over trees and shrubbery.

Conclusions:

Overall, the subject property is improved with average quality materials and is of average quality workmanship. The improvement is fairly typical for the subject's neighborhood and appears to be homogeneous with other uses in the area. Functional utility for the existing use is considered to be good as most commercial uses are currently in high demand. This has been associated with one of the lowest interest rates in history, as well as the growing demand for commercial properties. Therefore, considering the subject's good location, but fair overall condition, it is my opinion that the subject property does not suffer from any measurable amounts of external obsolescence.

BUILDING LAYOUT - 247 PLEASANT STREET

Building Sketch



Subarea Summary

Code	Description	Gross Area	Living Area
BAS	First Floor	2004	2004
CAN	Canopy	27	0
FHS	Half Story, Finished	1032	516
FUS	Upper Story, Finished	120	120
TQS	Three Quarter Story	972	729
UBM	Basement, Unfinished	1416	0

Source: Tax Assessment Card

Diagram illustrating a grid structure with various numbers and labels. The grid contains numbers: 24, 22, 18, 18, 21, 21, 26, 4, 5, 13, 18, 2, 19, 29, 5, 6, 3, 5, 1, 1. Labels include 'DAY', 'FOS', 'BAS', 'IBM', 'FOP', 'FOP', 'FOS', 'BAS', 'FOP'.

Code	Description	Gross Area	Living Area
BAS	First Floor	1131	1131
FOP	Porch, Open	306	0
FUS	Upper Story, Finished	30	30
TQS	Three Quarter Story	1101	826
UAT	Attic, Unfinished	1101	0
UBM	Basement, Unfinished	1101	0

CAPITAL APPRAISAL ASSOCIATES, INC.

VALUATION PREMISES

Every estimate of *market value* includes a presumption that the appraiser will consider and judge the applicability of each of the alternative courses of action potentially available to the decision-maker or purchaser. The realistic alternative choices confronting him (ignoring the alternative to do nothing) are three in number.

SALES COMPARISON APPROACH

The purchaser-investor can acquire through purchase an existing substitute property with the same apparent utility. The value of the subject property is measured by the price (s) at which effective substitute properties can be or have been purchased, under similar market conditions. Analyzing sales data for competitive substitute properties constitutes what is called the *Sales Comparison Approach* or what is widely termed the *Market Data Approach*.

INCOME CAPITALIZATION APPROACH

For income-producing real estate, the purchaser-investor has a third possible choice. He can acquire a substitute investment whose forecasted income stream has the same size, duration, timing, stability, and certainty (or risk) as the income stream forecasted for the subject property. The present worth or capitalized value of such an income stream represents the value of the right to receive that income stream. The cost of acquiring a competitive substitute income stream on the market measures the value of the property rights being appraised. This acquisition cost is calculated by what is usually referred to as the *Income Approach*.

COST APPROACH

Alternatively, the purchaser-investor may possibly produce or have produced a substitute property with the same perceived utility as the subject property has. The cost of production of this substitute property, provided it is market-determined, represents another measure of the value of the property being appraised. This cost-of-production figure is derived by what is termed the *Cost Approach*.

VALUATION ANALYSIS

These three alternatives provide the conceptual foundation for approaching the valuation of property rights in real estate. They are interdependent and interrelated, and they all require data from the same market. If good market data is available, the value indications of the three approaches should fall within a fairly narrow range. The three value indicators are reconciled, and a final value conclusion is made. All three approaches are always considered, however, depending on the accuracy, reliability, and pertinence of the market data available for each approach, only one or two approaches may be utilized.

In the valuation of the subject property, the *Sales Comparison Approach* has been utilized as there were an adequate number of comparable sales with which to develop a valuation estimate. In addition, there is sufficient income and expense data available from similar competing properties located in the subject's general market area, and therefore, the *Income Approach* has also been utilized in this analysis. However, it should be noted that most properties like the subject are very subjective, noting that they are at least partially owner occupied, and therefore, typically a premium is realized. Therefore, it is my opinion that the *Income Approach* should be weighted slightly less than the *Sales Comparison Approach*. The *Cost Approach* has not been employed due to the actual age of the improvements. This is due to the possible errors that could result from estimating the amount of accrued depreciation in the subject property, noting the actual age of the subject property is over 20 years.

The steps utilized for each appraisal approach used within this report are summarized in greater detail at the beginning of each approach.

SALES COMPARISON APPROACH TO VALUE - INTRODUCTION

In the *Sales Comparison Approach*, the value of the subject property is based on the premise that a buyer would pay no more for a specific property than the cost of obtaining a substitute property with the same quality, utility and perceived benefits of ownership.

In an active market where sufficient information is available, this approach is often the most appropriate as it actually reflects the actions of buyers and sellers in the marketplace, and a unit value may be defined to narrow ranges.

Application of the *Sales Comparison Approach* in this report calls for using sales of comparable properties having a similar highest and best use as compared to the subject property.

The following steps describe the applied process of the *Sales Comparison Approach*:

1. - The market in which the subject property competes is investigated; comparable sales, contracts for sale and current offerings are reviewed.
2. - Qualify the prices as to terms, motivating forces, and bona fide (arm's length) nature.
3. - The market generally applies units of comparison such as a square foot, front foot, per acre, etc., when weighing property values. The most meaningful unit of value appropriate for the subject property is determined.
4. - Analyze all dissimilarities and adjust for their probable effect on the price of each property to derive new market value indications for the subject property. Areas of difference may be location, size, view, access, condition, appeal, financing or time (economic trends).
5. - Analyze the value indication of each comparable sale and reconcile the data for a final indication of value.

This approach is based on data gathered in the field, and as such, the quality and quantity of information determines the degree of reliability one might place on the value indication derived.

SALES ANALYSIS

General overview

This appraisal assignment is a summary appraisal in which some of the typical narrative data has been omitted. Located on the following page is a grid analysis of the subject property and the comparable sales used.

Common Adjustments

Time/Market Change: All sales were adjusted for time based on my analysis of the current real estate market to include both property values in general and lease rates. Based on this analysis, I am of the opinion that commercial properties similar to the subject property began to show signs of declining values in mid 2007. Once it was announced that the nation had been in a recession since December 2007, the economy worsened. Increasing foreclosure rates and credit tightening appears to have escalated some property values with a general decline in others. Therefore, in my opinion, the market decline continues today. Consequently, in the following analysis, I have applied a 6% annual time adjustment to the sales which occurred from January of 2008 through to the date of this report, rounded to the nearest 1.0%.

Condition: A search of the greater Concord area revealed a lack of similar comparables due to the fair overall condition of the subject property. Therefore, it was necessary to apply a large condition adjustment to some of the following comparables. In order to accomplish this I first completed a paired sales analysis of comparable B-1 which is located on Commercial Street. At the time this property sold it was in fair to average overall condition, considered fairly similar to the subject property. The buyers acquired the property to renovate approximately half of the building into a high end dentist office. The initial estimated cost to renovate the owners space was approximately \$130.00 per square foot. Typically medical related fit up is at least 20% to 30% higher than typical office fit up. Also of note, this actual cost estimate is to renovate the property up to a minimum of what I consider to be a very good quality condition. Therefore, this estimate would be much higher that would be expected to renovate the subject property up to a condition somewhat similar to the condition of the comparables. The second technique used to estimate a reasonable adjustment is based on a paired sales analysis with the adjusted sales prices of the remaining comparable sales. Noting comparable B-2 and B-3 are in average overall condition, a paired sales analysis indicates a negative 50% adjustment (on average) is warranted. Comparable B-4 which is in good overall condition, indicates a rounded adjustment of approximate 65%. The final technique to arrive at a reasonable estimate was based on

conversations with two local area contractors. Both of these contractors did not inspect the subject, and both estimates were based on my general description of the subject property. Based on this technique, a range of renovation cost to bring the subject up to an average to good condition would be in the vicinity of approximately \$50.00 per square foot. This somewhat supports the paired sales analysis, noting this adjustment represents a rounded rate of between 56% and 58% for comparable B-2 and B-3. Noting that comparable B-4 is in superior condition to these two comparables, it would be expected that the cost to renovate would be higher.

Analysis Of The Comparable Sales

The following comparables indicate a range of value for the subject property of between \$47.56 per square foot upwards to \$53.50 per square foot of gross building area with a mean indicated sales price of the comparables being approximately \$49.80 per square foot of gross building area.

Comparable B-1 is located on Commercial Street in Concord. This building is an existing office building which is in below average overall condition. The buyers acquired the property to renovate approximately half of the building into their own dentist office. The initial estimated cost was approximately \$130.00 per square foot. However, it was noted that if the property were to be brought up to just average quality rentable condition, the cost to renovate would have been far less. The only adjustment applied to this comparable was to account for the semifinished basement area, which was used in the past for classrooms and break areas. All remaining characteristics are fairly similar to the subject property and no further adjustments were felt to be warranted. It should be noted that no location adjustment was felt to be warranted noting this property is within very close proximity to the downtown Concord area, and enjoys some exposure to the westerly traveled way of Interstate 393. In my opinion, this would be considered fairly similar to the location of the subject property, being located across the street from the Concord Hospital, and abutting the Concord Clinic.

Comparable B-2 is located at 85 N. State Street in Concord. This sale required only two nominal adjustments to be considered similar to the subject property. The first was a nominal positive adjustment to consider it's slightly inferior location. The location of this property is more of a mixed use neighborhood, just west of the downtown Concord area. In my opinion, noting the proximity to the Concord Hospital Campus, the location of the subject property is considered to be slightly superior. The general overall condition of this property was considered to be average. As previously noted a rounded adjustment of 50% was found to be warranted, and applied to this comparable. No further adjustments were felt to be warranted or applied to this sale.

Comparable B-3 is located on Green Street, just west of the downtown or Main Street area of Concord. Adjustments found to be warranted are limited to a nominal location adjustment, a building size adjustment, a condition adjustment, and an adjustment to consider the smaller lot size (and/or inferior parking). The building size adjustment is based on the theory of economies of scale, which states that typically a smaller property tends to sell for more than a similar larger building, based on a per unit value. All other aspects of this property appears to be fairly similar and no further adjustments were felt to be warranted.

Comparable B-4 is located at 105 N. State Street in Concord. This sale required two adjustments to be considered similar to the subject property, which was for it's slightly inferior overall location, a large condition adjustment. No further adjustments were felt to be warranted or applied to this sale.

Correlation Of The Sales Comparison Approach

Reviewing the comparables and listings, it is my opinion that all have their strengths and weaknesses. Consequently, it is my opinion no one sale should be weighted more heavily than another. However, in my opinion, noting the very good location of the subject, found abutting the Concord Clinic and directly across the street from the Concord Hospital Campus, the upper end of the range would be most applicable.

Based on the foregoing analysis of the comparable sales, as well as knowledge and analysis of additional sales and listings found in my files, and considering the subject's location, size and condition, it is my opinion that the market value of the subject property, via the *Sales Comparison Approach*, is approximately \$53.00 per square foot of gross living area. This results in an indicated market value for the subject property as of September 28, 2012 is as follows:

5,356 s.f. @ \$53.00 per s.f. = \$283,868

Rounded Indicated Value = \$285,000

GRID ANALYSIS

FACTOR	SUBJECT	COMP. B-1	ADJ.	COMP. B-2	ADJ.	COMP. B-3	ADJ.	COMP. B-4	ADJ.
ADDRESS	247-249 Pleasant St. Concord, NH	10 Commercial St. Concord, NH		85 N. State St. Concord, NH		10 Green St. Concord, NH		105 N. State St. Concord, NH	
DATE OF INSP./SALE	09/28/12	09/02/11		04/02/12		01/20/10		05/28/10	
SALES PRICE	N/A	\$395,000		\$405,000		\$248,750		\$725,000	
PROPERTY RIGHTS	Fee Simple	Fee Simple		Fee Simple		Fee Simple		Fee Simple	
FINANCING TERMS	Conventional	Conventional		Conventional		Conventional		Conventional	
SALE CONDITIONS	N/A	Typical	0.00%	Typical	0.00%	Typical	0.00%	Typical	0.00%
TIME ADJUSTMENT	N/A	Depreciation	-6.00%	Depreciation	-3.00%	Depreciation	-16.00%	Depreciation	-14.00%
TIME ADJ. S.P.	N/A	\$371,300		\$392,850		\$208,950		\$623,500	
TIME ADJ. S.P./S.F.	N/A	\$50.06		\$89.16		\$86.20		\$103.18	
LOCATION	Good	Similar		Sl. Inferior	10%	Sl. Inferior	10%	Sl. Inferior	10%
BUILDING SIZE/S.F.	5,356	7,417		4,406		2,424		6,043	
CONDITION	Fair to average	Similar		Superior	-50%	Superior	-50%	Superior	-65%
LOT SIZE/ACRE	0.99	1.33		0.43		0.09		0.46	
OVERALL APPEAL	Average to good	Similar		Similar		Similar		Similar	
CURRENT USE	Office building	Office building		Office building		Office building		Office building	
PARKING	Good on site	Semi-fin. Basement	-5%	Similar		Inferior	10%	Similar	
OTHER	None	None		None		None		None	
NET ADJUSTMENTS			-5%		-40%		-40%		-55%
INDICATED VALUE PER S.F.			\$47.56		\$53.50		\$51.72		\$46.43
		No. Sales	3	4					
Mean Values			\$50.93	\$49.80					
Indicated Values			\$272,755	\$266,736					
Low Value			\$47.56	\$254,719					
High Value			\$53.50	\$286,533					
Most Reasonable			\$53.00	\$283,868					

INCOME CAPITALIZATION APPROACH

Overview

The *Income Approach* is a "procedure in appraisal analysis which converts anticipated benefits (dollar income or amenities) to be derived from the ownership of property into a value estimate."¹

The *Income Approach*, which is related to investor thinking and motivation, is a basic tool for the valuation of income-producing real estate. It is based on the principal of anticipation reflected in the definition of value as the present worth of all the rights to future benefits accruing to ownership. The *Income Approach* is practical only when an income stream attributable to the real estate can be estimated. This income estimate may be developed and supported by comparisons in the local market or, alternatively, by an allocation to the real estate of some portion of the total income derived from the operation of an ongoing commercial use in which the real estate is a contributing component.²

The following outline is a step-by-step procedure which is utilized in deriving a value for the subject property.

1. - Estimate market rents to derive Gross Income.
2. - Estimate and deduct the vacancy and credit loss allowance to derive the Effective Gross Income.
3. - Estimate and deduct operating expenses to derive the Net Operating Income for the subject property (before debt service and depreciation).
4. - Select an appropriate capitalization method and develop the Capitalization Rate.
5. - Complete the necessary computations to derive an economic value indication by the *Income Approach*.

The method used for the income approach is the direct capitalization valuation technique, which utilizes capitalization rates derived from market data. The methods employed in the direct capitalization valuation technique are the mortgage equity technique and the debt coverage ratio method.

¹ Byrl N. Boyce, Real Estate Appraisal Terminology, 1984.

² IBID.

Direct Capitalization

Direct capitalization is a method used to convert a single years income into an indication of value, in one step. Direct capitalization assumes that the income of a property, before any interest or depreciation, can be expressed on a constant dollar or stabilized basis. The following income and expense estimates are based on a stabilized net operating income for the subject property.

Income Analysis

Regardless of the capitalization method employed, it is necessary to estimate, on an annual basis, the potential gross income, vacancy and operating expenses attributable to operation of the real estate as well as the net operating income for the subject property. Contained within the following subsections of this report, is the basis for the estimates of the potential gross income as well as the operating expenses for the subject property.

Contract Rents

It is my opinion the highest and best use of the subject property is to be at least partially owner occupied. Currently a portion of the property is rented to the City of Concord. However, no income or expenses were provided. Consequently, only market rents and expenses have been utilized in the following income analysis of the subject property.

Market Rent

Market rent is the rent that a property should receive based upon conditions in the open market. It is analyzed by comparing the rents being paid for similar and competing rental space. Market rent can vary from contract rent which is the rent being paid for the property as stipulated by a lease contract. The subject has a highest and best use to be at least partially owner occupied commercial office building which is not typically purchased solely for its income potential. However, generally speaking commercial offices are customarily rented based on a triple net basis, with the tenant being responsible for the majority of the property related expenses such as, real estate taxes, heat, water, sewer. The owner of the building would be responsible for such items as management, marketing and advertising, reserves for replacements, exterior maintenance, and any common area expenses.

Although a lease can be drawn to fit any situation, most leases fall into two categories, gross rental lease and net rental lease. In a gross lease, the lessor pays all operating expenses of the real estate and in a net lease, the tenant pays for all of these expenses. In a modified gross

lease, the tenant pays for one or two items normally covered under a gross lease. These items can range from utilities to yard maintenance, but it should be noted that the majority of expenses are still covered by the lessor. On a triple net lease, the owner of the property typically pays for building insurance, property management, some exterior maintenance, and reserves for replacement, with the tenant paying for the remainder of expenses.

A general rental survey of local area rents indicates an adjusted (adjusted for typical gross expenses), rental range of between approximately \$10.00 per square foot upwards to over \$27.00 per square foot of gross building area based on adjusted NNN lease agreements. Currently due to the condition of the subject property, it is my opinion the majority of the subject is not in rentable condition. However, for the following analysis, I have assumed the subject is in at least average overall condition, with the estimated renovation cost to be extracted out after the correlated of values. Therefore, due to the subject's location, overall building size, and assumed average overall condition, it is my opinion that the subject's anticipated rent would be nearest to the middle to upper end of the rental spectrum, estimated to be between \$9.00 and \$15.00 per square foot of gross building area, based on a triple net lease.

Again, it should be noted the subject property actually consists of two detached buildings. It is my opinion that at least a portion of the subject should have a highest and best use to be owner occupied, with the remainder of the subject rented to a single tenant (or also owner occupied), rented on a triple net basis.

It should be noted that typically commercial properties would have a higher percentage allocated to the management expense. However, noting that the subject has a highest and best use to be at least partially owner occupied property, which is typically not leased, I have allocated a nominal expense. Additionally, noting that properties like the subject are predominately owner occupied and are not typically subject to much vacancy or credit loss, a nominal figure to account for this expense has also been allocated.

The summary of the subject's estimated potential gross income is located on the following pages.

**ESTIMATED OPERATING STATEMENT
247-249 PLEASANT STREET IN
CONCORD, NEW HAMPSHIRE**

<u>Potential Gross Income</u>				<u>Actual/Projected Rent</u>	
<u>Unit</u>		<u>Rents</u>		<u>\$-Amount</u>	<u>% Revenue</u>
1,987	X	\$12.00	Estimated rent 249 Pleasant - (renovated)	\$ 23,844	37.1%
3,369	X	\$12.00	Estimated rent 247 Pleasant - (renovated)	\$ 40,428	62.9%
Total Potential Gross Income				\$ 64,272	100.0%
Minus 5.00% Vacancy & Collection Loss				\$ (3,214)	-5.0%
<u>Effective Gross Income</u>				\$ 61,058	95.0%
<u>Operating Expenses</u>					
<u>Fixed Expenses</u>					
Property Taxes (Lessee expense)				\$ -	0.0%
Insurance (Estimated - Lessor)				\$ 1,500	2.5%
Total Fixed Expenses				\$ 1,500	2.5%
<u>Variable Expenses</u>					
Management & Admin. @ 3.00% Of EGI				\$ 1,832	3.0%
Typical Maint. & Repairs 3.00% Of EGI				\$ 1,832	3.0%
Legal & Accounting @ 2.00% Of EGI				\$ 1,221	2.0%
Reserves for Replacement @ 3.00% Of EGI				\$ 1,832	3.0%
Utilities (Lessee expense)				\$ -	0.0%
Plowing, Grounds, Trash (Lessee expense)				\$ -	0.0%
Office & Miscellaneous @ 3.00% Of EGI				\$ 1,832	3.0%
Total Variable Expenses				\$ 8,548	14.0%
<u>Total Operating Expenses</u>				\$ 10,048	16.5%
<u>Net Operating Income</u>				\$ 51,010	83.5%

Development of Capitalization Rate for the Direct Capitalization Method

Any interest in real estate that has an income stream can be valued by the direct capitalization method of valuation. Using this process, the value is estimated by dividing the net operating income by an appropriate overall capitalization rate. The formula for this calculation is as follows:

$$\text{Value (V)} = \text{Net Operating Income (NOI)} \div \text{Overall Capitalization Rate (R}_o\text{)}$$

The development of the capitalization rate has been based on three methods: the mortgage equity technique, the debt coverage ratio technique, and the market extraction method of valuation. In order to properly use these techniques, the appraiser has analyzed several elements of the market, such as current interest rates, loan-to-value ratios, current market rental information on similar comparable properties, equity yield rates of investors, holding periods typically found for investment properties similar to the subject, and the general economic and financial climate for properties similar to the subject property.

Summary Of The Capitalization Rate Calculations

In order to estimate the overall capitalization rate via these techniques, I have surveyed local lending institutions to arrive at typical financial parameters. In addition to this bank survey I have also utilized periodicals, in order to extract typical rates used throughout various lending institutions. In the following analysis, utilizing the mortgage equity technique and debt coverage ratio method, I have used the following parameters.

Loan to Value Ratio	70%
Mortgage Interest Rate	7.0%
Amortization Term	20 years
Holding Period	10 years
Equity Yield Rate	13%
Debt Coverage Ratio	1.30
Appreciation Rate	Estimated at 1% per year noting that some appreciation is offset by the subject's physical depreciation.

Development of the Capitalization Rate via the Mortgage Equity Technique

ESTIMATED RATES

Mortgage Ratio:	70.00	%
Annual Interest Rate:	7.00	%
Amortization Term:	20.00	Years
Equity Yield Rate:	13.00	%
Holding Period:	10.00	Years
Annual Appreciation / Depreciation Rate:	1.00	% per year

CALCULATED CONSTANTS

$R_m = \text{Mortgage Constant} =$	0.0930
$1/S_n = \text{Sinking Fund Factor} =$	0.0543
$P = \text{Contribution Factor} =$	0.3323

RATE CALCULATIONS

Weighted Rate Calculation:		
Mortgage Ratio x $R_m =$	0.0651	
Equity Ratio x Yield Rate =	0.0390	
Discount or Weighted Rate =	0.1041	= R_w
Credit for Equity Buildup Calculation:		
Mortgage Ratio x $P \times 1/S_n =$	0.0126	= R_e
Appreciation Calculation:		
Appreciation Rate x $(-1/S_n) =$	-0.0054	= R_a
Overall Cap Rate = $R_w - R_e + R_a =$	0.0861	

DEBT COVERAGE RATIO CALCULATION

Overall Rate / { LTV x R_m } =	1.32
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OVERALL RATE SUMMARY

Discount or Weighted Rate:	10.41%
Overall Capitalization Rate:	8.61%

Development of the Capitalization Rate via the Debt Coverage Ratio Method

The formula to derive an overall rate via the debt coverage ratio method is as follows:

$$R_o = DC \times R_m \times M$$

Where;

R_o = Overall Capitalization Rate

DC = Debt coverage Ratio

R_m = Mortgage Constant

M = The Typical Loan-to-Value Ratio

The mortgage constant is a rate which reflects the relationship between debt service and the total principal amount of the mortgage loan.

The loan-to-value ratio is the ratio of the mortgage amount to the estimated market value of the property.

Utilizing this information, the appraiser has estimated a mortgage constant of 0.0930, based on a loan term of 20 years and a loan interest rate of 7.0%. The debt coverage ratio of 1.30, which seems reasonable and typical for the current economic conditions, has been utilized, as well as a 70% loan-to-value ratio which is somewhat standard throughout the financing industry. When these three factors are multiplied by each other, an overall capitalization rate of 8.46% is indicated.

Inserting these financing terms into the debt coverage ratio formula results in an overall rate as follows:

$$R_o = DC \times R_m \times M$$

$$R_o = 1.30 \times 0.0930 \times 0.70$$

$$R_o = 0.0846 \text{ or } 8.46\%$$

SUMMARY OF INCOME APPROACH

In estimating the value of the subject property via the income approach, two direct capitalization valuation techniques have been utilized.

First, utilizing current financing criteria, the mortgage equity technique was employed and an overall capitalization rate of 8.61% was indicated. The second technique used was the debt coverage ratio method, which also uses current financing criteria. However, the debt coverage ratio method also utilizes the debt coverage ratio, typically used by lending institutions. The indicated capitalization rate based on this technique is 8.46%.

Both of these estimates of the overall direct capitalization rate have their strengths and weaknesses and no one technique has been weighted more heavily than another. The range established by these two methods was between 8.46% and 8.61%. No one approach is considered to be superior than another.

Adding support for the above noted estimated overall capitalization rate is a periodical from the third quarter of 2012, Valuation Insights and Perspectives, Pricewaterhouse Cooper, published by the Appraisal Institute, the second quarter of 2012, Overall Capitalization Rates for CBD office buildings (considered most similar to the subject property) ranges from 4.25% to 10.00% with a national average of 6.86%. Other periodicals note Overall Capitalization Rates ranging from 7.00% (Class A type space) upwards to a high of 12.00% (Class D type space). Based on this information it appears a rate of between 7.00% and 9.00% is considered reasonable and well supported. Noting that the highest and best use of the subject property is to be at least partially owner occupied, it is my opinion that the lower to middle of the indicated range best represents the Overall Capitalization Rate for a property like the subject.

Therefore, using an overall capitalization rate of 8.50%, the market value of the subject property, based on the direct capitalization valuation technique, is calculated as follows:

$$\text{Net Operating Income (NOI)} \div \text{Capitalization Rate (R}_o\text{)} = \text{Value (V)}$$

$$\text{NOI} - \$51,010 \div \text{R}_o - 0.085 = \text{V} - \$600,118$$

* Rounded Value Estimate: \$600,000

* This value assumes the subject is in rentable condition, which in my opinion it is not. As previously described in the *Sales Comparison Approach* section, a cost estimate provided by two local area contractors was in the vicinity of \$50.00 per square foot. At this rate, it is estimated the subject could be brought up to an average overall rentable condition. Assuming the renovation cost is accurate, the cost would be approximately \$270,000. Therefore, deducting this renovation cost estimate from the above value estimate indicates an adjusted rounded value estimate, via the *Income Comparison Approach* of \$330,000.

RECONCILIATION OF APPROACHES

"Reconciliation is the process of coordinating and integrating relating facts in order to develop a unified conclusion." In the estimation of Market Value of the subject property, I have considered the *Sales Comparison Approach*, the *Cost Approach* and the *Income Approach*. All of these approaches are established and recognized appraisal techniques used in the valuation of real estate.

The purpose of reconciliation is to develop the most reliable estimate of value based on analysis of the quantity, quality, and durability of all the data developed. Thus, reconciliation is a review of the data and the various procedures in which the data is utilized within this report.

Each of these approaches has been reviewed separately by comparing to the others in terms of adequacy, defensibility and overall reliability. The results of these appraisal methods are as follows:

Sales Comparison Approach:.....	\$285,000
Income Approach:.....	\$330,000
Cost Approach:.....	Not Applicable

Each of these values are developed through application, interpretation and analysis of market data.

In my opinion, the *Sales Comparison Approach* gives the best indication of actions of the buyers and sellers of properties similar to the subject property. As previously noted, in my opinion, the subject is best suited to be at least partially an owner occupied type of use. Typically owner occupied commercial properties like the subject are not purchased or sold based solely on their income potential. Therefore, the *Income Approach* was utilized but utilized basically to only support the correlated value estimate via the *Sales Comparison Approach*. The *Cost Approach* has not been employed due to the actual age of the improvements which are reported to be over 20 years of age. This is due to the possible errors that could result from estimating the amount of accrued depreciation. Typically, the *Cost Approach* is only applicable in estimating a value for a relatively new property having an actual age of less than 20 years.

The *Sales Comparison Approach*, in my opinion, gives a good indication of actions of buyers and sellers for properties similar to that of the subject property. Market data is collected, documented and analyzed in direct comparison to the characteristics of the subject property. a composite of each analysis for each comparable sale is then correlated into a meaningful market indication for the subject property. This indication is offered as a price that a potential buyer might pay for the subject property as of the date of the appraisal. Although it does not directly take into consideration the income-generating characteristics of the subject property, it does reflect the income potential of the subject property in an indirect way by comparing the actual sale price of other similar properties that have been purchased for their income-producing potential.

The *Income Approach*, which is related to investor thinking and motivation, is a basic tool for valuation of income-producing real estate. It is based on the principal of anticipation reflected in the definition of value, "*as the present worth of all rights to future benefits accruing to ownership*". The income approach is practical only when an income stream attributable to the real estate can be estimated. This income estimate may be developed and supported by comparisons in the local market or, alternatively, by an allocation to real estate of some portion of the total income derived from operation of an ongoing business in which the real estate is a contributing component. Noting that the subject has a highest and best use to be at least partially owner occupied type of business, it is my opinion this technique should be weighted slightly less.

Based on the foregoing, with the *Sales Comparison Approach* being weighted slightly more heavily, it is my opinion that the market value of the subject property as of **September 28, 2012, is \$300,000.**

EXPOSURE TIME

The subject's exposure time is based on a typical effective marketing period for similar competing properties which have sold. Exposure time is always presumed to occur prior to the effective date of the appraisal.

Exposure time is defined by the Appraisal Foundation, USPAP 2012-2013 edition (page U-90), as "the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective opinion based upon an analysis of past events assuming a competitive and open market."

"Exposure time is different for various types of property and under various market conditions. It is noted that the overall concept of reasonable exposure encompasses not only adequate, sufficient, and reasonable time but also adequate, sufficient, and reasonable effort. This statement focuses on the time component."

Exposure time is one of a series of conditions in most market value definitions. Exposure time may vary greatly depending upon a number of factors including the motivation of the owner, the reasonableness of the offering price, the different marketing avenues, as well as the amounts and willingness of the local financing markets to name just a few. Because all of these factors greatly affect the exposure period of a property, it is very difficult to accurately measure the exposure time for the subject property.

The two best methods of estimating an exposure time are one, through actual sales, and two, through conversations with local real estate brokers. Conversations with local professional real estate brokers indicated that most properties, if reasonably priced, should sell within a twelve month time frame. Also, a review of the comparable sales utilized in the sales comparison approach, revealed that when the sales were marketed at or near the eventual sales price, the exposure period was typically less than twelve months.

Based upon the preceding, it is my opinion that a reasonable exposure time for the subject property would be twelve months or less. This assumes that the subject would be actively marketed by a professional real estate broker, at or near the final reconciled value estimate.

EXHIBITS AND ADDENDA

IMPROVED SALES ADDENDA

COMPARABLE IMPROVED SALE B-1

Address: 10 Commercial Street in Concord, New Hampshire
Property Type: Professional office building

Grantor: Otto Family LLC
Grantee: RJSES LLC

Condition of Sale: Reported to be an arm's length transaction
Sales Price: \$395,000 See comments
Unit Value: 53.08 per square foot of gross building area
Sale Date: 09/01/11
Financing: Reported to be conventional
Date Recorded: 09/07/11
Registry Recorded: Merrimack **Deed Type:** Warranty
Book/Page: 3271/0617 **Tax Stamps:** \$5,925.00

Confirmation Source: Insp./Broker **By:** TRD **Date:** 06/11
 Wendy Keeler

Lot Size:	1.33± acres	Shape:	Irregular
Topography:	Gently sloping	Landscaping:	Typical
Road Grade:	At grade	Road Surface:	Paved
Water:	Public	Sewer:	Public
Easements:	None adverse noted	Zoning:	OCP - Commercial

Highest & Best Use: Professional Office Building

Building Type:	Commercial	Current Use:	Professional office
Actual Age:	Circa 1974±	Effective Age:	15± years
Quality:	Average	Condition:	Average minus
Foundation:	Concrete	Basement:	Full/mechanical syst.
Ext. Finish:	Brick & wood	Roof:	Flat T & G
Framing Type:	Masonry & wood	Insulation:	Amt. unknown
Lighting:	Adequate/mixed	Electrical:	Adequate
Plumbing:	Average	Heating:	Heat/AC Pkgs / Gas
Walls:	Masonry & drywall	Ceilings:	Plaster, drywall or sus.
Flooring:	Mixed, cpt., wood, vinyl	Bldg. Size:	7,313± s.f. per inspection
Map/Lot:	58/2/6T	Parking:	Adequate on site

Comments: There are several individual offices, reception area, lounge, kitchenette area, bathrooms and other office and classroom type space. The property was last listed by Norton Asset Management, Inc., at \$399,000. The property is being advertised as a 7,800± square foot office/flex stand alone office building. The property is ADA accessible. The property is currently vacant, with the last tenants having vacated the property about a year ago. The property is very broken up and as such it is my option the appeal is not as good as a typical office building. Located in the northeastern corner of the building is a one car garage and typical unfinished storage area. The property is conveniently located just off I-393 within view of I-93 and within very close proximity to Downtown Concord. The proposed buyers intend to fully renovate about half of the property into an owner occupied medical related use (Dentist fit up of \$130/sf). The remainder of the space will be available for lease as is, or as renovated. The size utilized is based on a personal inspection which included measurements of the property.

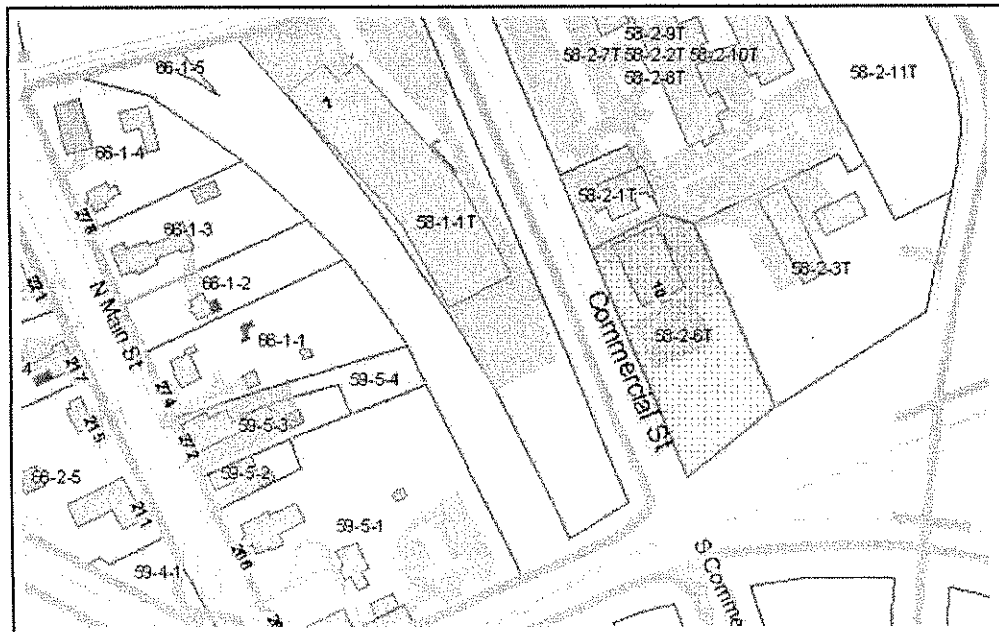
(C-C2900B-56; Appraised Job 11-224)

PHOTOGRAPH & LOCATION MAP

Taken By: Mr. Timothy R. Daniels, on May 31, 2011



Identification: 10 Commercial Street in Concord, New Hampshire



Identification: Location map of the comparable sale

COMPARABLE IMPROVED SALE B-2

Address:	85 North State Street in Concord, NH		
Property Type:	Mixed Use/Professional Office/Apartment		
Grantor:	Family Strength		
Grantee:	Nami New Hampshire		
Condition of Sale:	Reported to be an arm's length transaction		
Sales Price:	\$405,000		
Unit Value:	\$91.92 per square foot (above grade finished area)		
Sale Date:	04/02/12		
Financing:	Conventional with MCSB - \$348,000		
Date Recorded:	04/02/12		
County Recorded:	Merrimack	Deed Type:	Quitclaim deed
Book/Page:	3306/0535	Tax Stamps:	\$6,525.00
Confirmation Source:	Inspection/Broker/Grantee	By: TRD	Date: 01/12
Lot Size:	0.43± Acres	Shape:	Rectangular
Topography:	Fairly level	Landscaping:	Typical
Road Grade:	At Road Grade	Road Surface:	Paved
Water:	Municipal	Sewer:	Municipal
Easements:	None Adverse Noted	Zoning:	CV - Commercial
Highest & Best Use:	Mixed use/Professional Office/Apartment		
Building Type:	2.0 story office	Current Use:	Professional office
Actual Age:	Circa 1880 * renovated	Effective Age:	15 to 20± years
Quality:	Average	Condition:	Average
Foundation:	Concrete/block/stone	Basement:	Full/mainly storage
Ext. Finish:	Clapboard	Roof:	Gable/Slate
Framing Type:	Wood	Insulation:	Amt. unknown
Lighting:	Adequate	Electrical:	Adequate
Plumbing:	Average	Heating:	2-FHA/gas systems
Walls:	Painted drywall/plaster	Ceilings:	Susp/drywall
Flooring:	Wood/carpet/vinyl	Bldg. Size:	4,406± s.f. per inspection
Map:	47/1/24	Parking:	Adequate on site

Comments: This property is a converted residential building. According to the tax card and the listing broker, the total size of the first floor is approximately 2,234± square feet of gross building area. The second floor contains an additional 2,172± square feet of gross building area, which includes the 698± square foot apartment. The second floor contains five offices, a receptionist area and a half bathroom. In addition, located on the second floor is a one bedroom apartment. There is a small semifinished area in the basement which is used as a break area for the employees and an attached two car garage. However, both the basement and garage were in such a state of disrepair that they add no contributory value. The site is attractively landscaped surrounding the subject improvements. The property is located at the corner of North State Street and Maple Street, just northwest of the heart of the downtown Concord area. The P&S was for \$435,000 which was reduced due to a home inspection. According to one source, the grantee has spent nearly \$200,000 in necessary renovations, in order to bring it back to a good overall condition. The original listing price was \$525,000 and according to NNEREN the property has been on the market for approximately 110 days.

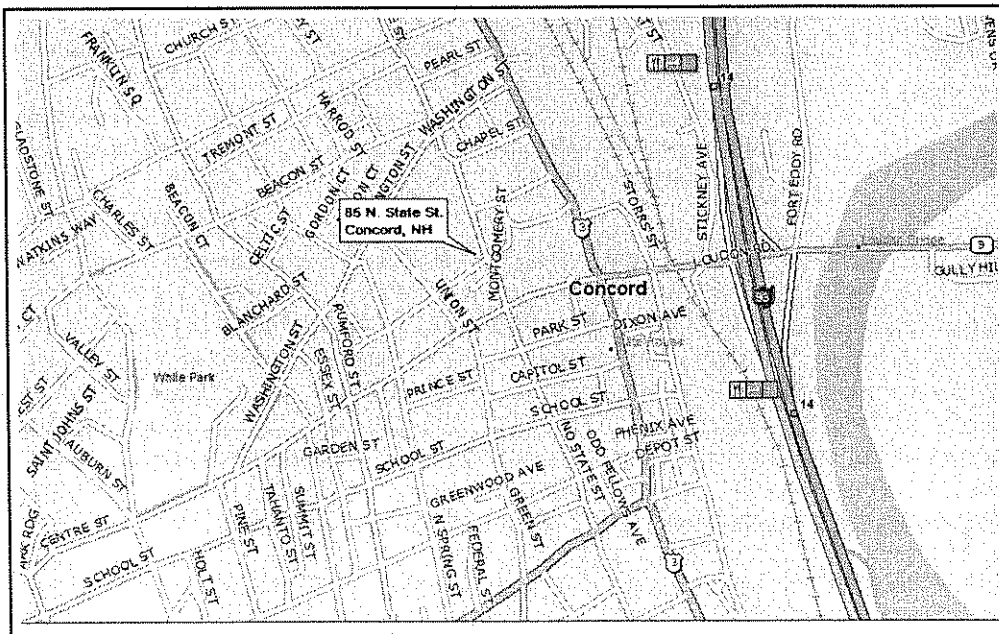
(C-2900-19C; Appraised 08-521; Job 11-597)

PHOTOGRAPHS OF SUBJECT PROPERTY

Taken By: Mr. Timothy R. Daniels, on January 2012



Identification: 85 North State Street in Concord, New Hampshire



Identification: Location map of the comparable sale

COMPARABLE IMPROVED SALE B-3

Address: 10 Green Street, Concord, New Hampshire
Property Type: Professional Office Building

Grantor: UC&T LLC
Grantee: North Star Holdings, LLC

Condition of Sale: Reported to be an arm's length transaction
Sales Price: \$248,800.00
Unit Price: \$102.64 per square foot of gross building area
Sale Date: 1/20/10
Financing: \$199,000 Laconia Savings Bank
Date Recorded: 1/20/10

Registry Recorded: Merrimack
Book/Page: 03176/0821
Deed Type: Warranty
Transfer Stamps: \$3,732.00

Confirmation Source: Broker By: ET Date: 04/10
Wendy Keeler, Fairway Real Estate (227-0233)

Lot Size:	0.09± acres	Shape:	Fairly rectangular
Topography:	Fairly level	Landscaping:	Average
Road Grade:	At road grade	Road Surface:	Paved
Electric:	Available	Gas:	Available
Water:	Municipal	Sewer:	Municipal
Easements:	None adverse noted	Zoning:	CVP

Highest & Best Use: Commercial - Office

Building Type:	2 story	Current Use:	Office
Actual Age:	Circa 1880	Effective Age:	15-20± years
Quality:	Average	Condition:	Average
Foundation:	Brick/Concrete	Basement:	Full
Ext. Finish:	Vinyl siding	Roof:	Gable / asph. shgls.
Framing Type:	Wood	Insulation:	Unknown, typical
Lighting:	Adequate	Electrical:	Adequate
Plumbing:	Adequate	Heating:	Steam / Gas
Walls:	Mostly painted drywall	Ceilings:	Painted drywl/plaster
Flooring:	Mix carpet/vinyl/wood	Bldg. Size:	2,424± s.f.
Map/Lot:	36/4/1	Parking:	1-10 spaces

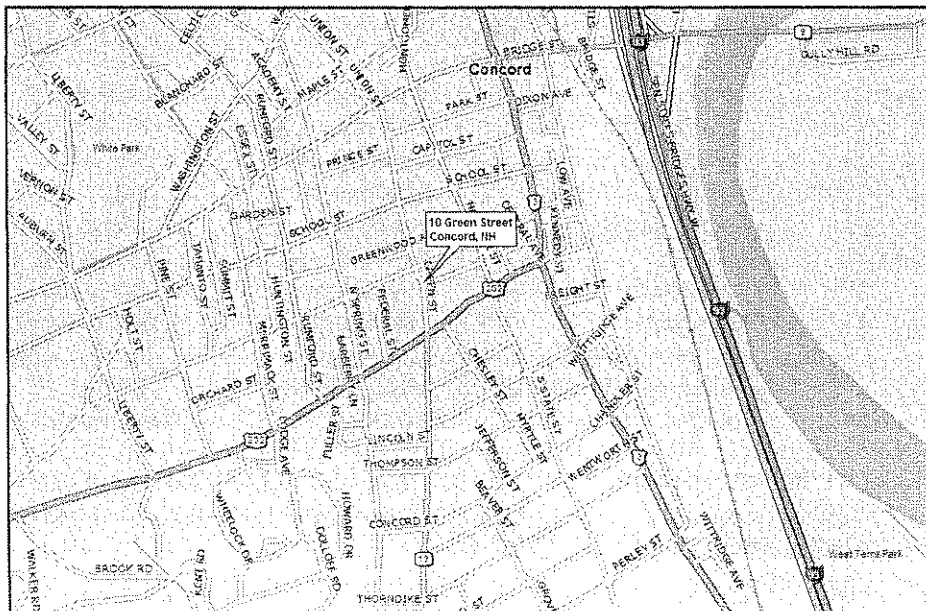
Comments: The broker advertised this property as - very nice office building in downtown Concord. Two floors of good office space plus a dry basement for storage. This property is located on the corner of Green and Blake Streets.

(Sale C-2900A-114A; Job 10-145)

PHOTOGRAPH & LOCATION MAP
Taken By: Mr. Ernest Toumpas, on April 20, 2010



Identification: 10 Green Street, Concord, New Hampshire



Identification: Location map of the comparable sale

COMPARABLE IMPROVED SALE B-4

Address: 105 N. State Street in Concord, New Hampshire
Property Type: Office Building

Grantor: New Hampshire SEA Building Associates, Inc.
Grantee: 105 Partners, LLC

Condition of Sale: Reported to be an arm's length transaction

Sales Price: \$725,000

Unit Price: \$119.97 per square foot of gross building area

Sale Date: May 28, 2010

Financing: None noted - assume cash to seller

Date Recorded: May 28, 2010

Registry Recorded: Merrimack

Book/Page: 3195 / 1747

Deed Type: Warranty
Transfer Stamps: \$10,875.00

Confirmation Source: Broker By: TRD Date: 01/10
 Jody Keeler of Concord Commercial Real Estate (491-4633)

Lot Size:	0.46± acres	Shape:	Irregular
Topography:	Mostly level	Landscaping:	Average
Road Grade:	At road grade	Road Surface:	Paved
Electric:	Available	Gas:	Available
Water:	Municipal	Sewer:	Municipal
Easements:	None adverse noted	Zoning:	CVP - Civic

Highest & Best Use: Commercial - Office

Building Type:	2/3 story	Current Use:	Office
Actual Age:	Circa 1900/Renov. 1992	Effective Age:	15 to 20± years
Quality:	Average	Condition:	Good
Foundation:	Granite/stone/concrete	Basement:	Full/unfinished
Ext. Finish:	Wood & composite	Roof:	Rubber & shingles
Framing Type:	Mostly wood	Insulation:	Unknown, typical
Lighting:	Adequate	Electrical:	Adequate
Plumbing:	Adequate	Heating:	Full HVAC
Walls:	Mostly painted drywall	Ceilings:	Painted drywall
Flooring:	Mix carpet/wood/vinyl	Bldg. Size:	6,043± s.f. per asmt.
Map/Lot:	47/1/16	Parking:	Adequate on site

Comments: The property is a nice - owner occupied office building located near the Downtown Concord area. The property has approximately 90 feet of road frontage and a nice 30 unit paved parking lot and a 3 car garage. The property has a third floor, however, it is used for storage and its condition does not warrant being considered in the overall gross building area. The property was on the market being offered at \$780,000. Per information provided by the owner, the subject contains a total of 6,043± square feet of gross building area, located on two floors. There is a third floor, however, it is used for storage purposes only. It does not appear the current parking situation would allow any further development of this area. Consequently, the third floor area has not been considered in the gross building area calculations. Also, it is noted there is additional storage and parking in the detached garage, located behind the office building.

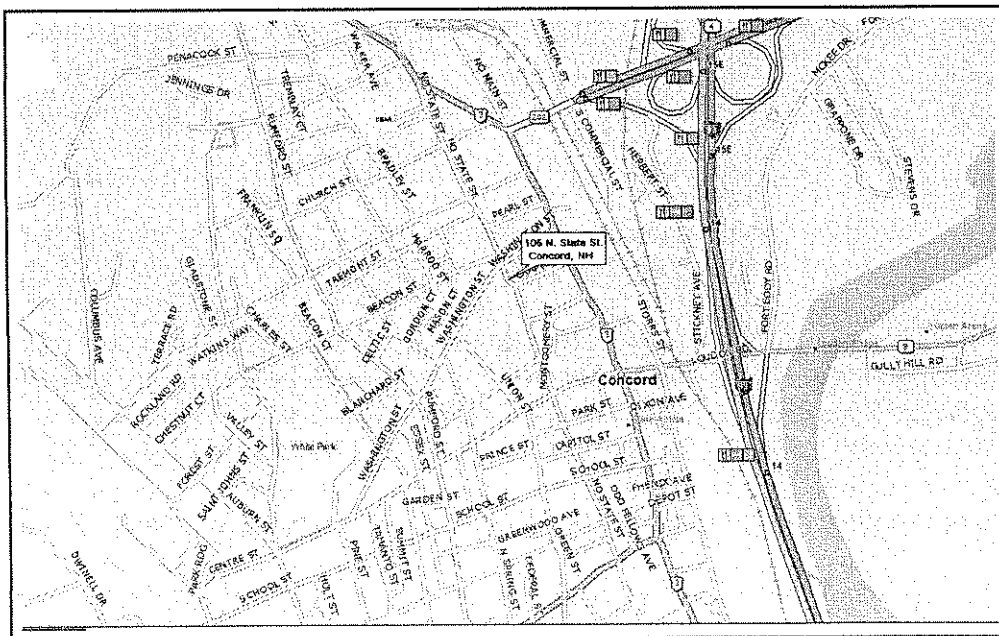
(C2900B-47; Job 09-123, 10-85)

PHOTOGRAPH & LOCATION MAP

Taken By: Mr. Timothy R. Daniels in February 2009



Identification: 105 N. State Street in Concord, New Hampshire



Identification: Location map of the comparable sale

Comparable Rental Rents

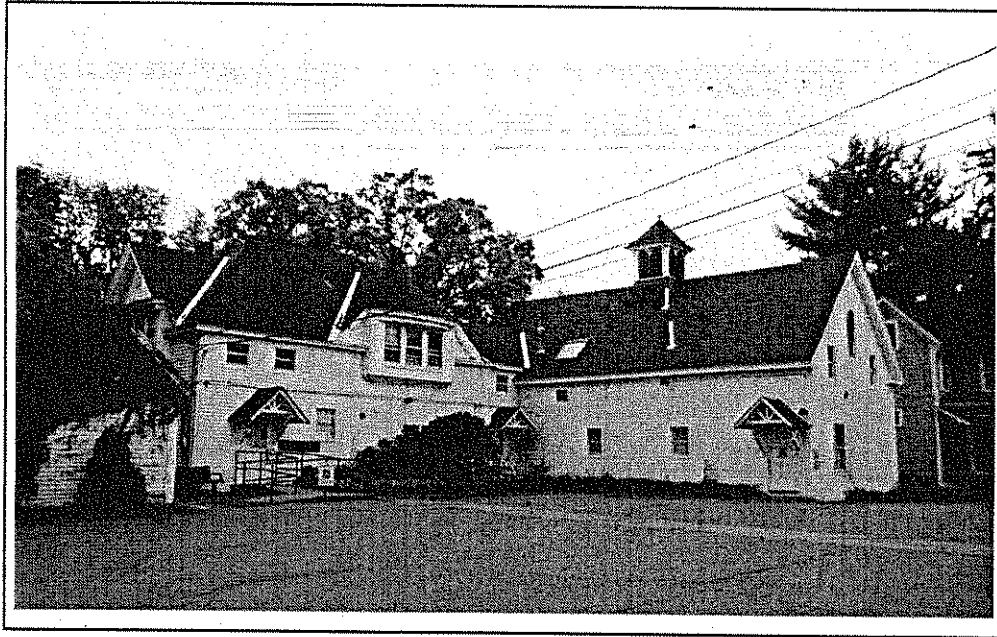
Location	Size	Rate/Term	Comparison
171 Pleasant St. Concord, NH	1,000 s.f. Professional office bld.	\$17.50±/s.f. (NNN)	This property is part of a larger 6,631 sf medical related building. This unit is a suite on the lower level, rear entrance. The overall condition is reported to be good. Current asking price.
194 Pleasant St. Concord, NH	1,549 s.f. Professional office bld.	\$27.00±/s.f. (Gross)	This property is part of a larger 28,134 sf medical related building. This unit is a suite on the lower level, rear entrance. The overall condition is reported to be good. Current asking price.
194 Pleasant St. Concord, NH	2,573 s.f. Professional office bld.	\$27.00±/s.f. (Gross)	This property is part of a larger 28,134 sf medical related building. The overall condition is reported to be good. Current asking price.
194A Pleasant St. Concord, NH	6,000 s.f. Professional office bld.	\$20.00±/s.f. (NNN)	This property can be rented in smaller suites if warranted. The property is located near several other medical related uses. The overall condition is reported to be average to good. Current asking price.
280 Pleasant St. Concord, NH	1,432 s.f. Professional office bld.	\$16.00±/s.f. (Gross)	This property is part of a larger 13,000 sf medical and office building. Shared waiting and reception area. The overall condition is reported to be good. Current asking price.
50 Pleasant St. Concord, NH	2,200 s.f. Professional office bld.	\$15.00±/s.f. (Gross)	This property is part of a larger 3,554 sf office building. The property was fully renovated and is in good overall condition. Current asking price.

A net lease is when the tenants pay for the majority of the operating expenses, including heat, hot water, and taxes. Conversely, a gross lease typically includes the majority of the operating expenses, which is paid by the owner of the property. Therefore, typically, a net lease is lower than a comparable gross leased property. Typical net expenses for office type properties in the greater Concord area run between \$4.00 and \$7.00 per square foot of gross building area.

SUBJECT ADDENDA

PHOTOGRAPHS OF SUBJECT PROPERTY

Taken By: Mr. Timothy R. Daniels, on September 28, 2012



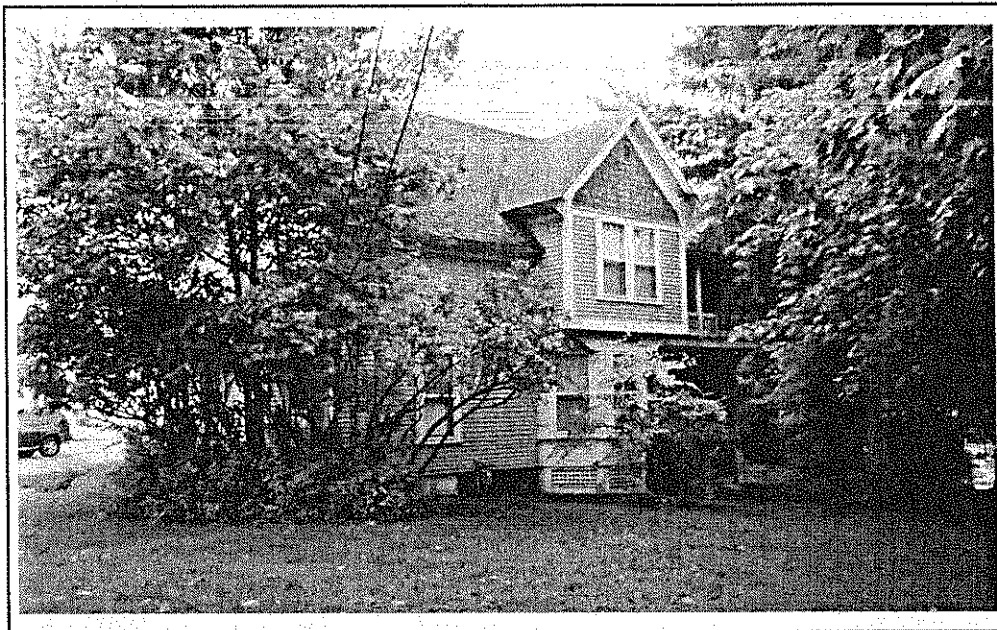
Identification: Front of the larger occupied subject building



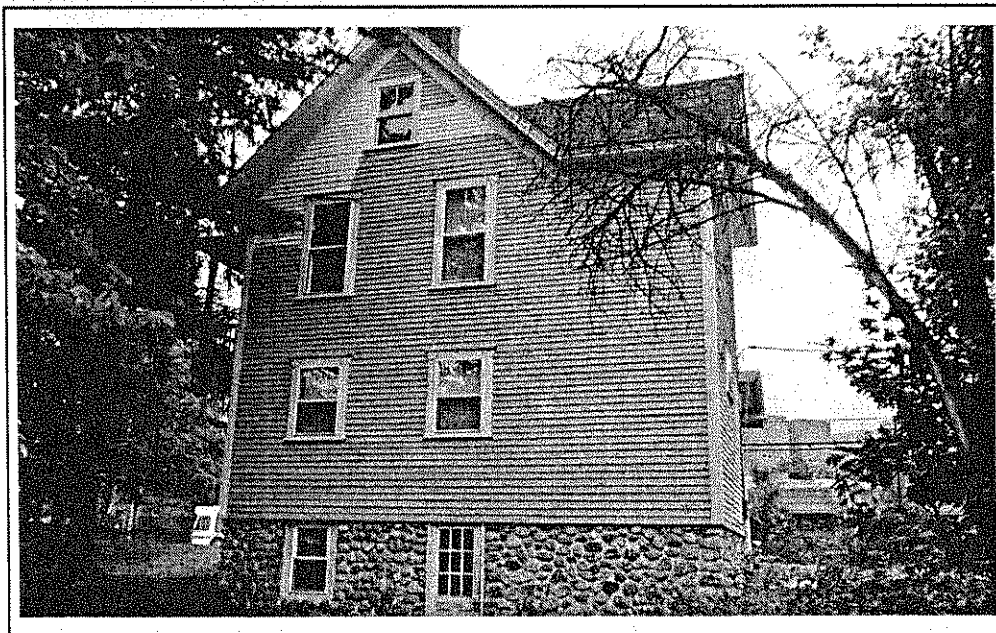
Identification: Front of the unoccupied subject building

PHOTOGRAPHS OF SUBJECT PROPERTY

Taken By: Mr. Timothy R. Daniels, on September 28, 2012



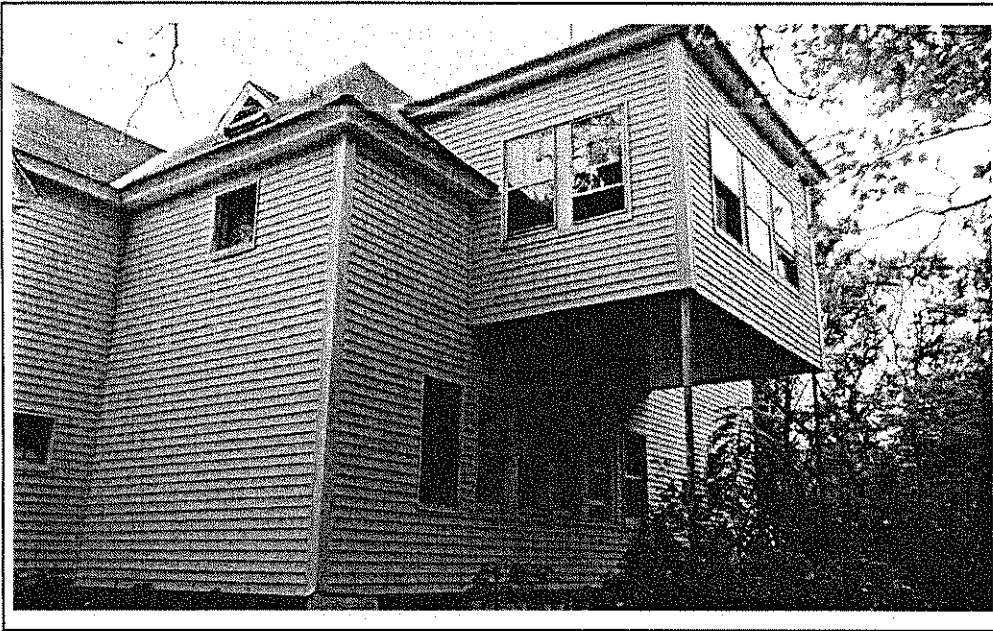
Identification: Side of the unoccupied subject building



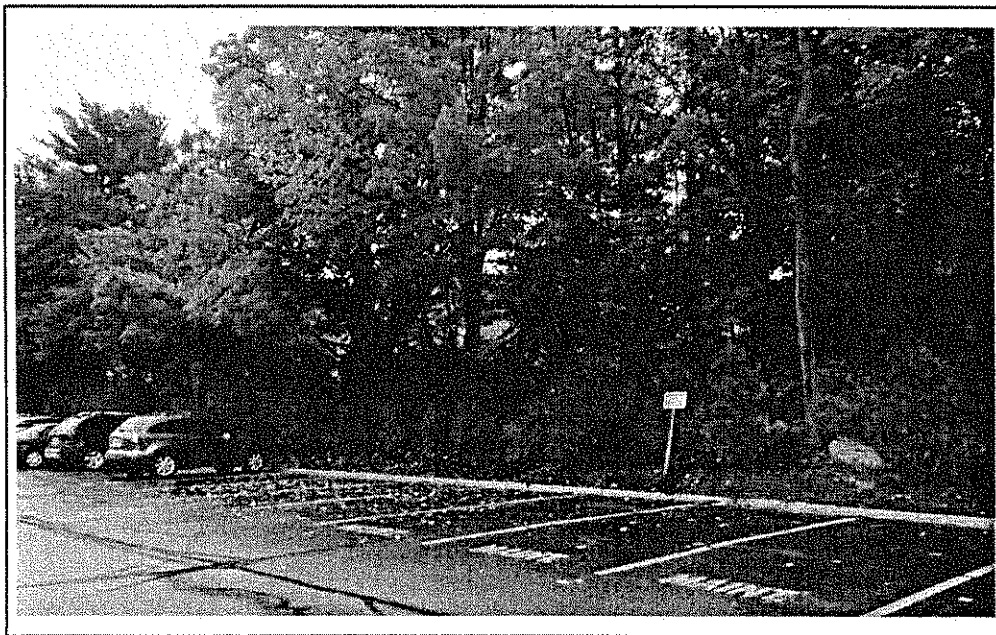
Identification: Back of the unoccupied subject building

PHOTOGRAPHS OF SUBJECT PROPERTY

Taken By: Mr. Timothy R. Daniels, on September 28, 2012



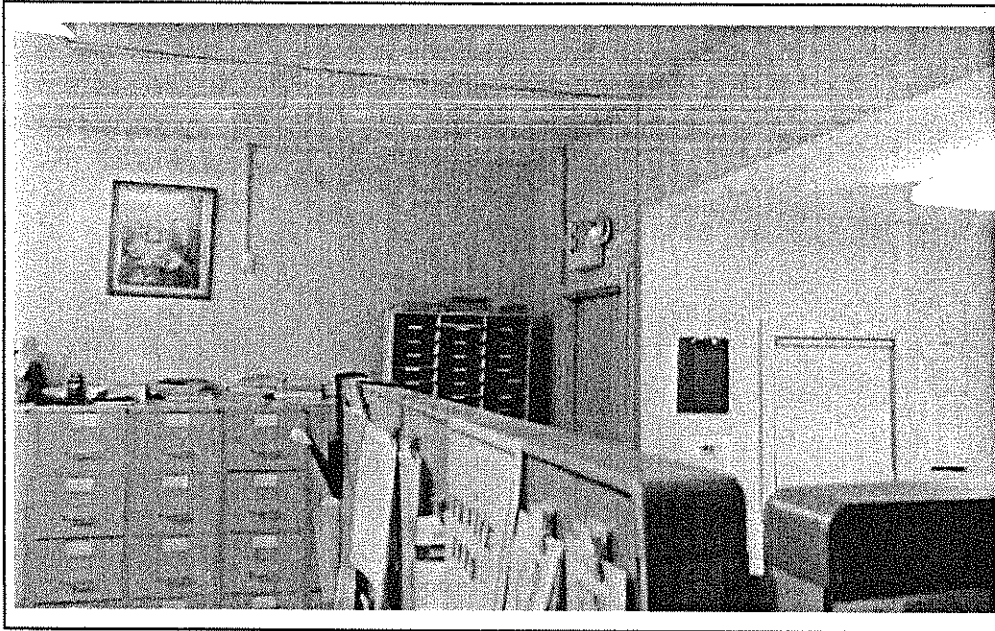
Identification: Back of the occupied subject building



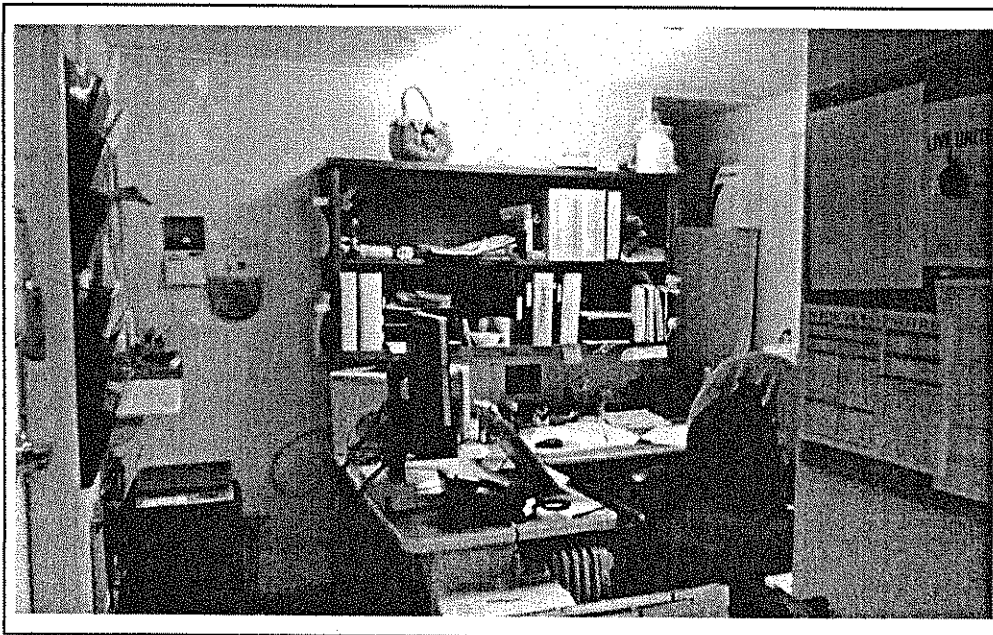
Identification: Subject property, taken from parking lot of the abutting Clinic

PHOTOGRAPHS OF SUBJECT PROPERTY

Taken By: Mr. Timothy R. Daniels, on September 28, 2012



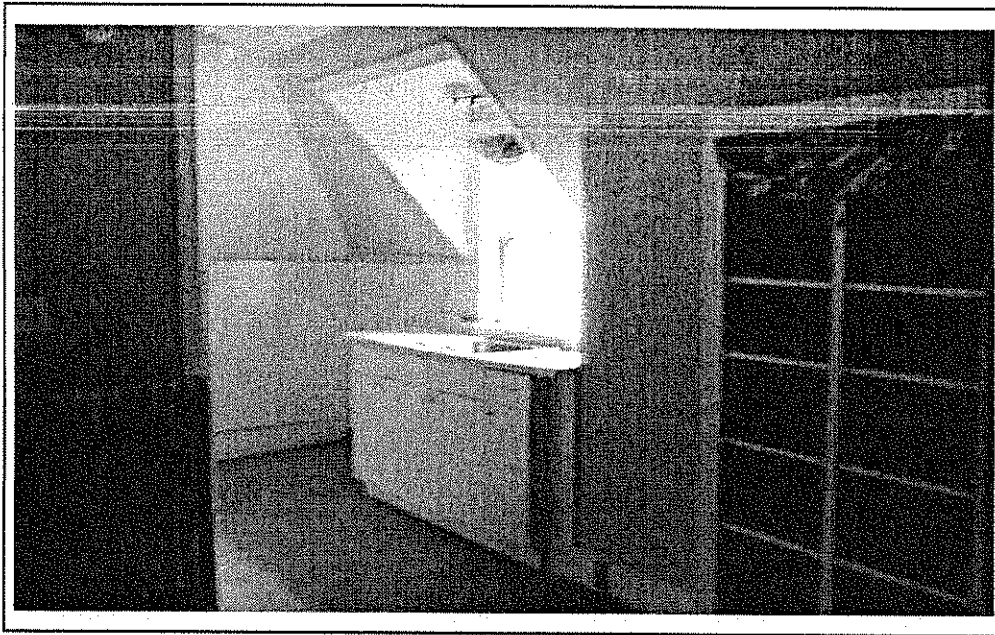
Identification: Typical interior of the occupied building



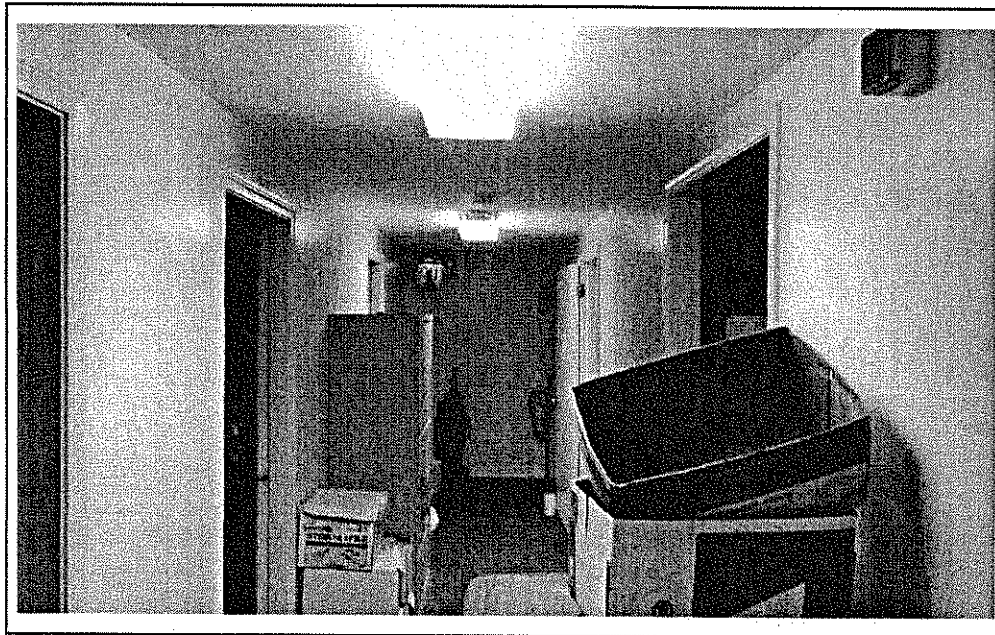
Identification: Typical interior of the occupied building

PHOTOGRAPHS OF SUBJECT PROPERTY

Taken By: Mr. Timothy R. Daniels, on September 28, 2012



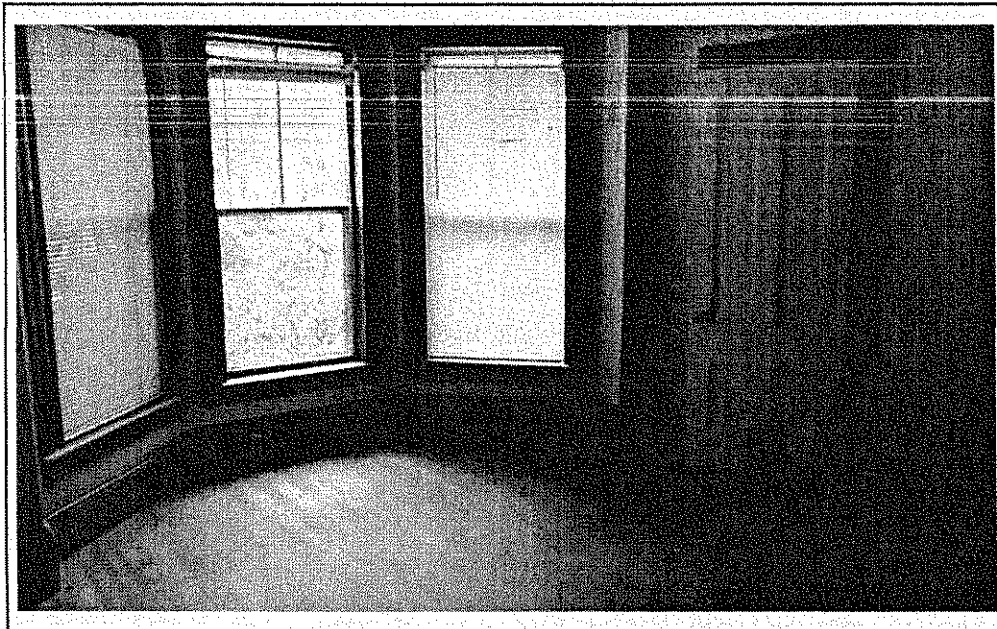
Identification: Typical interior of the occupied building



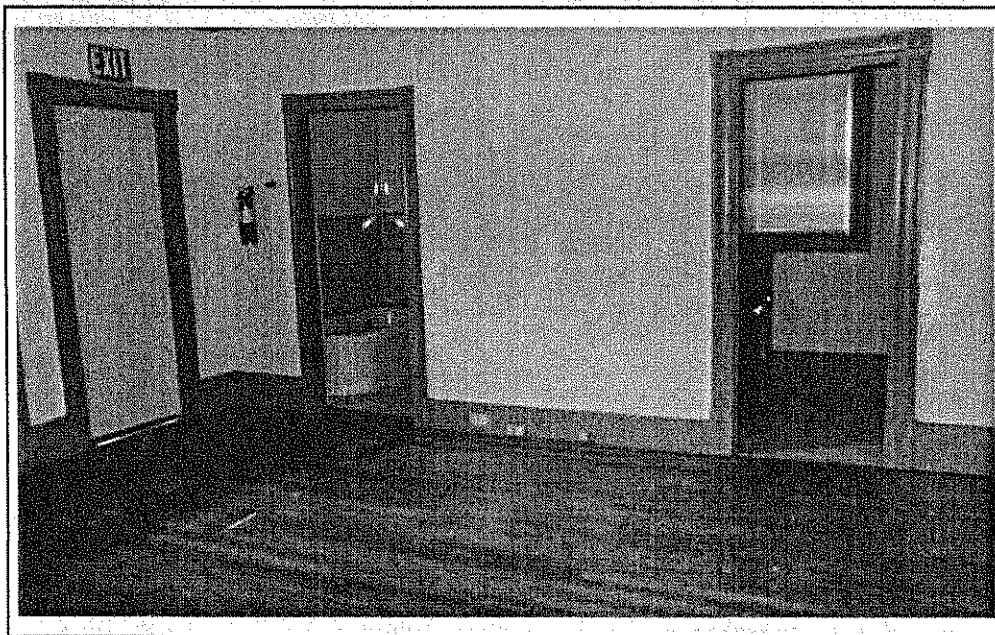
Identification: Typical interior of the occupied building

PHOTOGRAPHS OF SUBJECT PROPERTY

Taken By: Mr. Timothy R. Daniels, on September 28, 2012



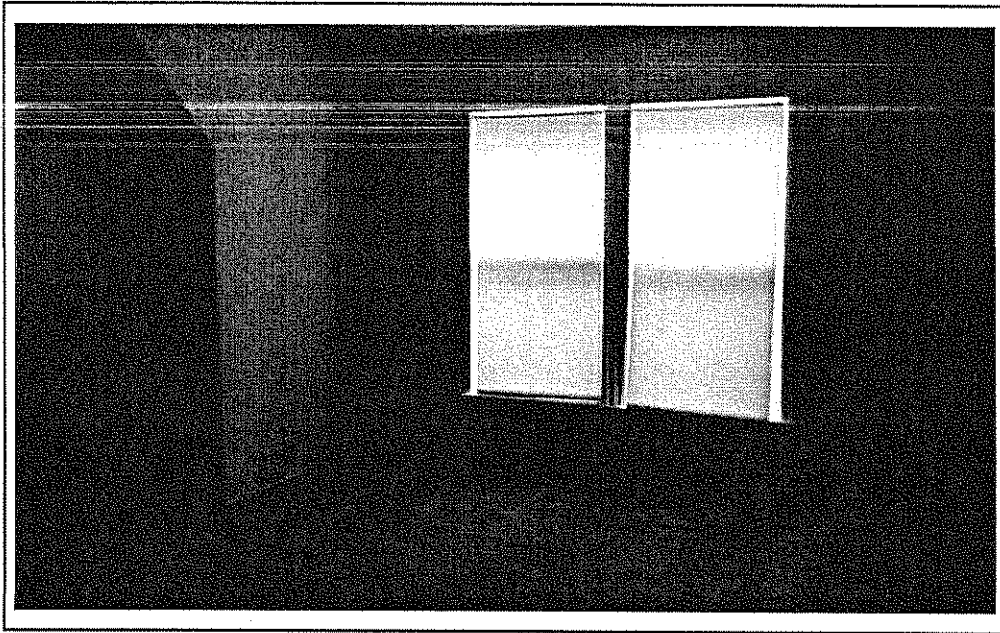
Identification: Typical interior of the unoccupied building



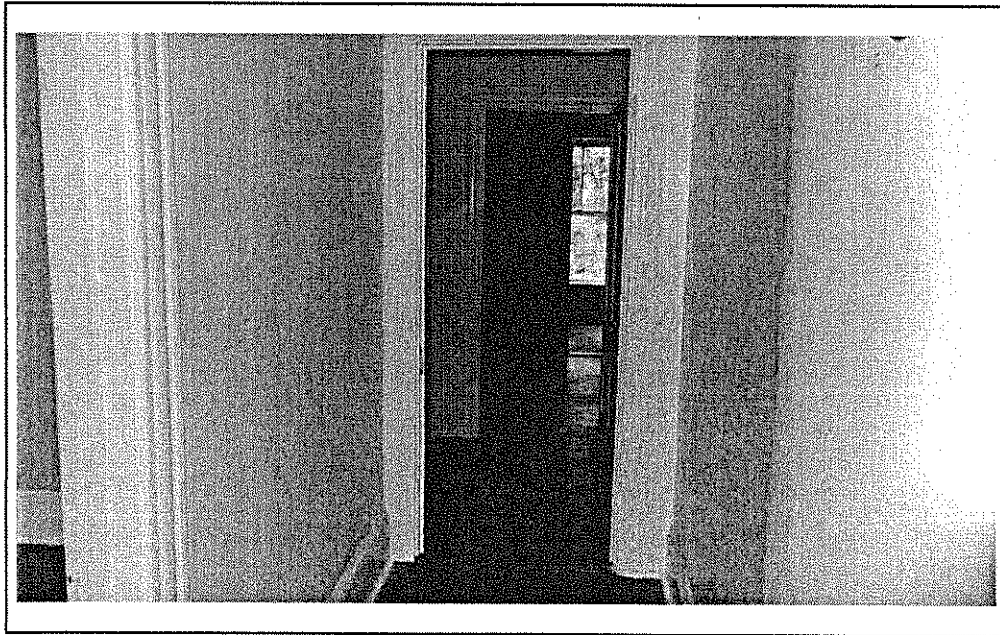
Identification: Typical interior of the unoccupied building

PHOTOGRAPHS OF SUBJECT PROPERTY

Taken By: Mr. Timothy R. Daniels, on September 28, 2012



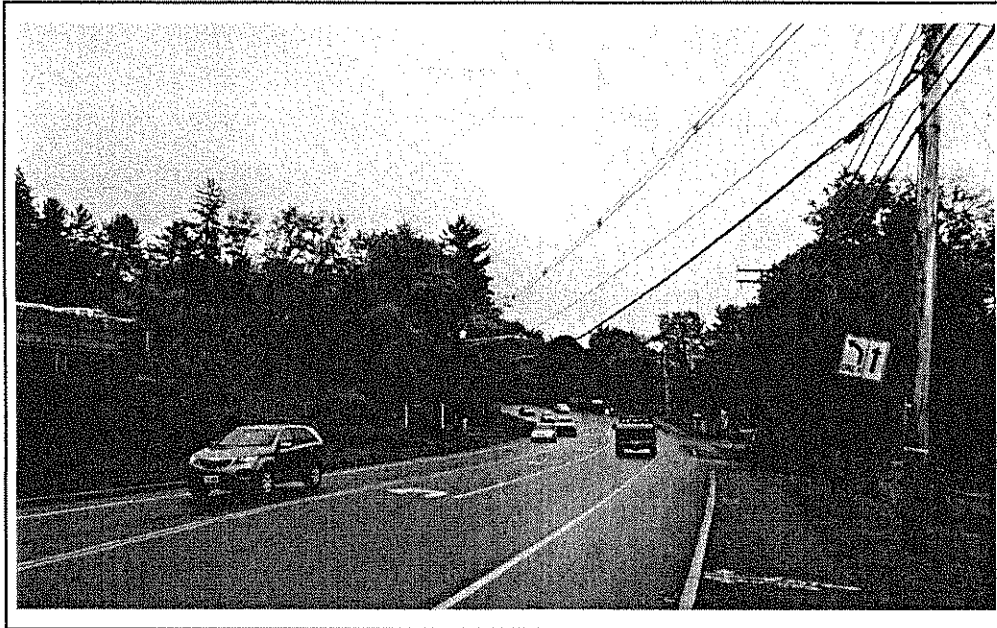
Identification: Typical interior of the unoccupied building



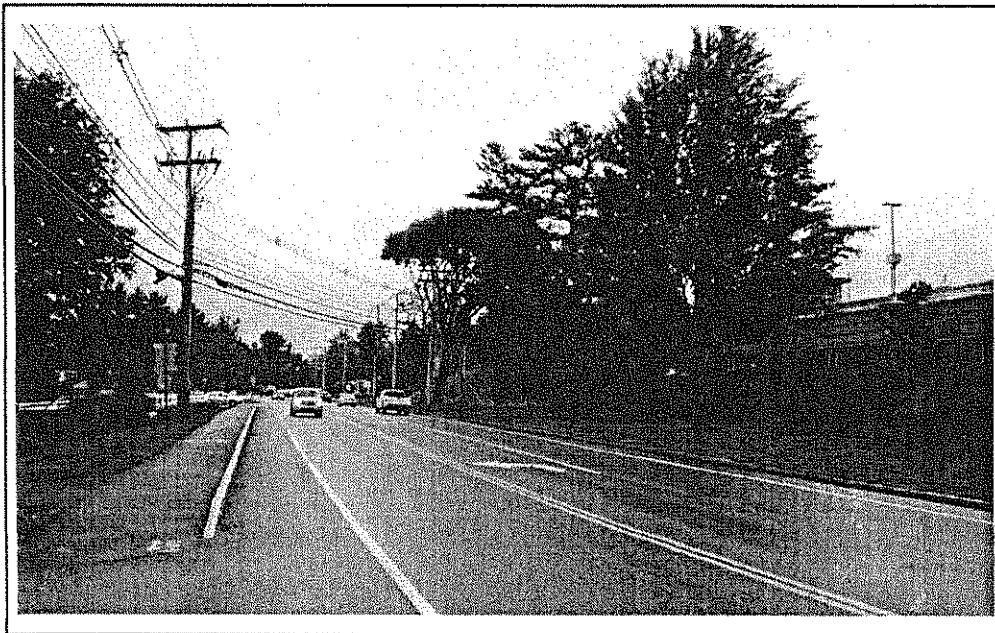
Identification: Typical interior of the unoccupied building

PHOTOGRAPHS OF SUBJECT PROPERTY

Taken By: Mr. Timothy R. Daniels, on September 28, 2012



Identification: Pleasant Street, facing easterly



Identification: Pleasant Street, facing westerly

TAX ASSESSORS CARD

Powered by Vision Government Solutions



MBLU: 95/A 1/1/1
 Location: 247-249 PLEASANT ST
 Owner Name: STATE/NH
 Account Number:

Parcel Value

Item	Appraised Value	Assessed Value
Buildings	455,300	455,300
Xtra Bldg Features	5,100	5,100
Outbuildings	7,500	7,500
Land	482,900	482,900
Total:	950,800	950,800

Owner of Record

STATE/NH
 CIO SECRETARY OF STATE
 107 N MAIN ST
 CONCORD, NH 03301

Ownership History

Owner Name	Book/Page	Sale Date	Sale Price
STATE/NH	1253/0350	8/26/1975	0

Land Use

Land Use Code	Land Use Description
901C	STATE-NH MDL-94

Land Line Valuation

Size	Zone	Neighborhood	Appraised Value	Assessed Value
0.99 AC	IS	0403	482,900	482,900

Construction Detail

Building # 1	MODEL Commercial	Grade Good +10
STYLE Office Bldg	Occupancy 1	Exterior Wall 1 Clapboard
Stories: 2	Roof Cover Asph/F Gls/Cmp	Interior Wall 1 Plastered
Roof Structure Gable/Hip	Interior Floor 2 Hardwood	Heating Fuel Gas
Interior Floor 1 Pine/Soft Wood	AC Type None	Bldg Use STATE-NH MDL-94
Heating Type Steam	Total Baths 2	1st Floor Use: 901C
Total Bedrms 00	Frame Type WOOD FRAME	Baths/Plumbing AVERAGE
Heat/AC NONE	Rooms/Prtns AVERAGE	Wall Height 9
Ceiling/Wall CEIL & WALLS		
% Conn Wall 0		

Building Valuation

Living Area: 1,987 square feet	Replacement Cost: 319,832	Year Built: 1910
Building Value: 211,100		

Code	Description	Units	Appraised Value
	No Extra Building Features		

Code	Description	Units	Appraised Value
SHD2	SHED FR-W LGHT	140 S.F.	1000
PAV1	PAVING-ASPHALT	7000 S.F.	5300

[illegible]

Code	Description	Gross Area	Living Area
BAS	First Floor	1131	1131
FOP	Porch, Open	306	0
FUS	Upper Story, Finished	30	30
TQS	Three Quarter Story	1101	826
UAT	Attic, Unfinished	1101	0
UBM	Basement, Unfinished	1101	0

TAX ASSESSORS CARD

Construction Detail

Building # 2
 STYLE Office Bldg
 Grade Average +20
 Occupancy 1
 Roof Structure Gable/Hip
 Interior Wall 1 Drywall/Sheet
 Interior Floor 2 Carpet
 Heating Type Hot Water
 Bldg Use STATE-NH MDL-94
 Total Baths 2
 Heat/AC NONE

MODEL Commercial
 Stories: 1.5
 Exterior Wall 1 Clapboard
 Roof Cover Asph/F Gls/Cmp
 Interior Floor 1 Inlaid Sht Gds
 Heating Fuel Gas
 AC Type None
 Total Bedrms 05
 1st Floor Use: 901C
 Frame Type WOOD FRAME

Building Valuation

Living Area: 3,369 square feet
 Building Value: 244,200

Replacement Cost: 369,982

Year Built: 1920

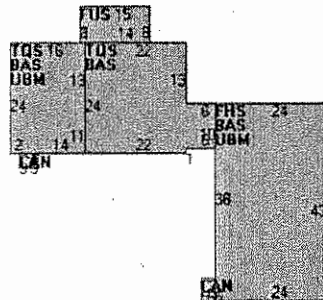
Extra Features

Code	Description	Units	Appraised Value
DRMR	DORMER2	32 L.F.	5100

Outbuildings

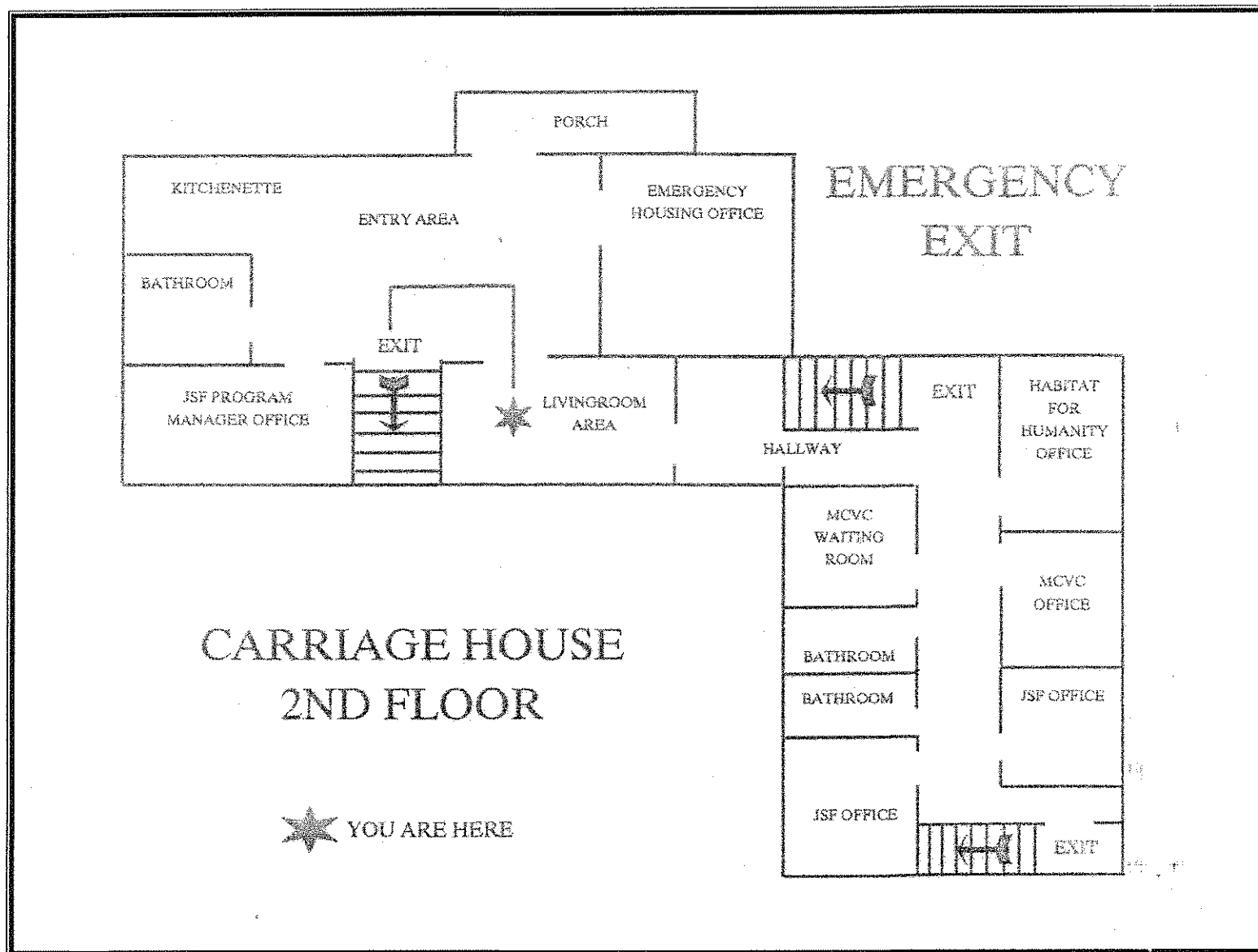
Code	Description	Units	Appraised Value
GRN1	GREENHOUSE-RES	304 S.F.	1200

Building Sketch

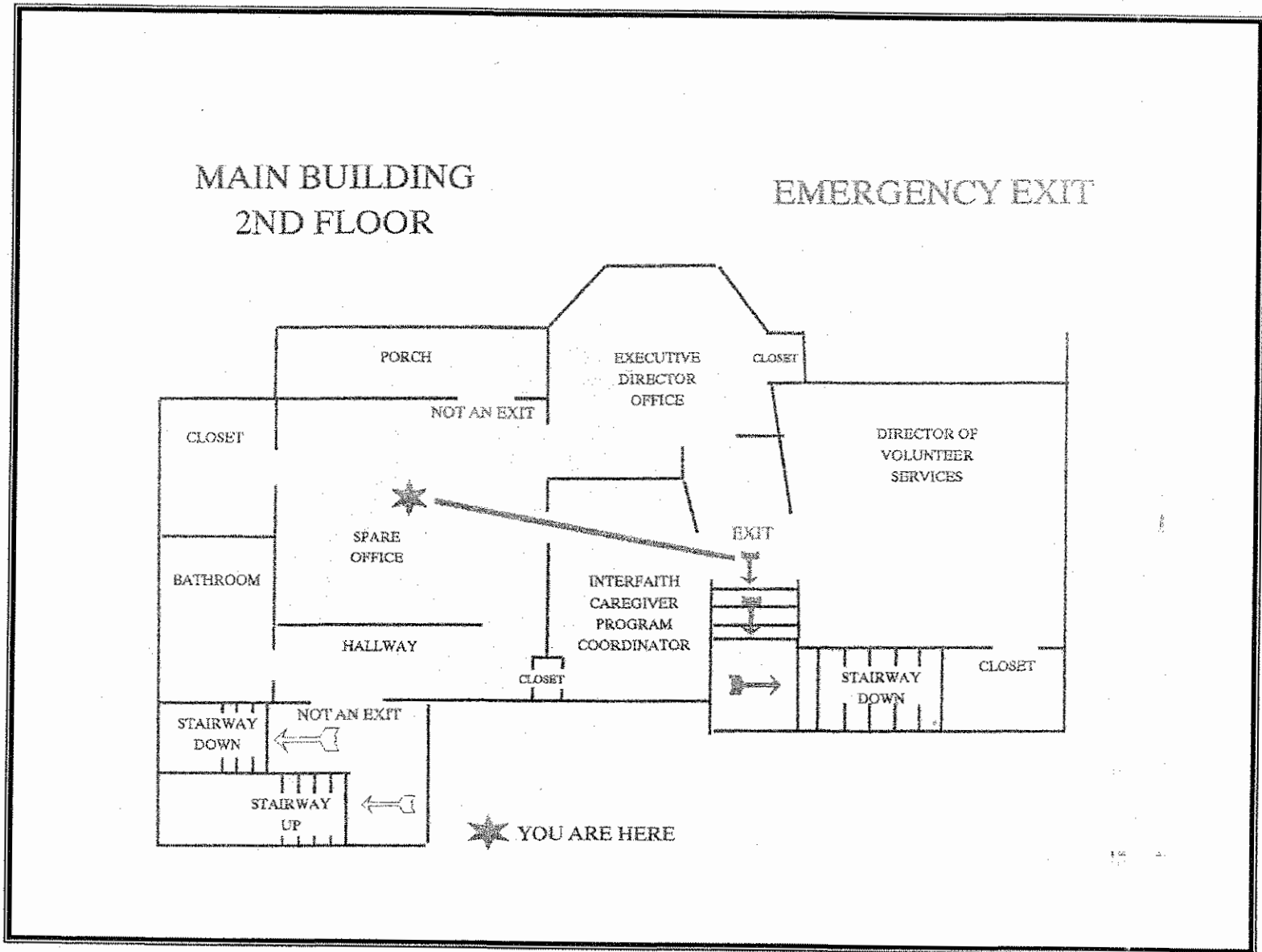


Subarea Summary

Code	Description	Gross Area	Living Area
BAS	First Floor	2004	2004
CAN	Canopy	27	0
FHS	Half Story, Finished	1032	516
FUS	Upper Story, Finished	120	120
TQS	Three Quarter Story	972	729
UBM	Basement, Unfinished	1416	0



INTERIOR LAYOUT - 247 PLEASANT ST. - 2ND FLOOR



LEGAL DESCRIPTION

B1253P350

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that Christian Science Pleasant View Home, a New Hampshire corporation, for and in consideration of One and more Dollars and other good and valuable consideration to it paid by the State of New Hampshire, with a mailing address at Concord, New Hampshire, the receipt whereof it does hereby acknowledge, has granted, bargained, and sold and by these presents does grant, bargain, sell, convey, and confirm unto the State of New Hampshire the following described property in the City of Concord, County of Merrimack and State of New Hampshire, viz:

The land and buildings situate on the southerly side of Pleasant Street in said Concord shown on the Concord Assessor's map as Tract #3416 containing seventy-four (74) acres more or less, bounded on the West by land of Michael Lavery et al., on the South by land of the State of New Hampshire, and on the East by land of the City of Concord, with improvements thereon including main building, the attached machinery garage and apartment building easterly of the main building, and two and one-half story frame yellow dwelling and barn on the northwesterly corner of the property.

Meaning and intending to describe and convey all of the land with buildings and improvements thereon owned by Christian Science Pleasant View Home that are situate on the southerly side of Pleasant Street in said Concord, subject, however, to the terms and conditions of a certain lease from Christian Science Pleasant View Home to Capitol Broadcasting Corporation, Inc., dated May 2, 1960, as amended by Agreement dated July 18, 1961, and the rights granted to the City of Concord in indenture dated October 6, 1966, cited below. For the source of title of Christian Science Pleasant View Home, reference is made to Deed from The First Church of Christ, Scientist, in Boston, Massachusetts, dated March 27, 1928, recorded in Vol. 473, Page 466 of Merrimack County records, and indenture between the City of Concord and Christian Science Pleasant View Home, dated October 6, 1966, recorded in Vol. 999, Page 307 of said records. This conveyance is subject also to any rights of way and easements of record.

B1253P350

LEGAL DESCRIPTION

B1253 P351

The premises are conveyed subject to the following restrictions and limitations as to use which are to remain in effect for a period of thirty (30) years from the date of this Deed, and are intended to be and shall be taken as covenants running with the land, enforceable at law or in equity, to wit: That neither the land nor the buildings now located thereon nor any improvements which may hereafter be erected thereon shall be used for gambling, betting, wagering, or the sale or dispensing of lottery tickets or alcoholic beverages or the administration of a State operated lottery program or liquor control system, nor shall the property be used for a surgical facility.

TO HAVE AND TO HOLD said granted premises with all the privileges and appurtenances to the same belonging to the State of New Hampshire to its proper use and benefit forever.

And said Christian Science Pleasant View Home for its successors and assigns covenants and agrees to and with the said State of New Hampshire that it is the lawful owner of the said premises and seized and possessed thereof in fee simple and has full power and lawful authority to grant and convey the same in manner aforesaid; that the premises are free and clear from every encumbrance whatsoever except as mentioned herein; and that it will warrant and defend the same to the said State of New Hampshire against the lawful

-2-

B1253P351

LEGAL DESCRIPTION

81253 P352

claims and demands of any person or persons whomsoever claiming by, through or under it except as aforesaid.

IN WITNESS WHEREOF Christian Science Pleasant View Home has caused these presents to be executed in its corporate name by a majority of its Board of Trustees and its corporate seal to be hereunto affixed as of the 26th day of August, 1975.

Signed, sealed, and delivered in the presence of:

CHRISTIAN SCIENCE PLEASANT VIEW HOME

By: Lenore D. Hanks
Lenore D. Hanks Trustee

By: David E. Sleeper
David E. Sleeper Trustee

By: Otto Bertschi
Otto Bertschi Trustee

COMMONWEALTH OF Massachusetts)
COUNTY OF Suffolk) ss.

At Boston on the 26th day of August, 1975, personally appeared Lenore D. Hanks, David E. Sleeper and Otto Bertschi, known to me to be a majority of the Trustees of Christian Science Pleasant View Home, and they acknowledged the foregoing to be the voluntary act and deed of Christian Science Pleasant View Home.

Before me.

Marjorie F. Antishin
Notary Public
My Commission Expires: April 16, 1981

81253P352

LEGAL DESCRIPTION

CERTIFICATE

B1253 P353

David E. Sleeper, Acting Secretary of the Board of Trustees of The Christian Science Pleasant View Home, being custodian of the minute books and records of said Board:

HEREBY CERTIFIES: That the following quoted provision is a true and correct excerpt from the Bylaws of The Christian Science Pleasant View Home:

"The Trustees as a Board shall have all the powers in the management of the corporation which the corporation itself possesses not incompatible with the provisions of these Bylaws and the laws of the state.

"The said Board of Trustees may exercise by majority of said Board of Trustees, any and all powers conferred on said Board by these Bylaws or by the laws of the State of New Hampshire, and a majority of said Board of Trustees may execute any and all instruments on behalf of said Board of Trustees which the said Board of Trustees are empowered to execute."

HE FURTHER CERTIFIES: That at a meeting of said Board regularly called and held on the 20th day of August, 1975, a quorum being present and acting, the following resolution was adopted and remains in effect:

VOTED:

"To authorize sale of all of the land and buildings of The Christian Science Pleasant View Home lying south of Pleasant Street, Concord, New Hampshire, to the State of New Hampshire at a price of \$2,000,000, and to authorize the execution and delivery of a deed of conveyance of said property to the State of New Hampshire and any other documents required in connection with said sale."

HE FURTHER CERTIFIES: That the following named individuals are the duly elected Board of Trustees of The Christian Science Pleasant View Home:

Lenore D. Hanks
David E. Sleeper
DeWitt John
Otto Bertachi
Charles Louis Reilly

David E. Sleeper
David E. Sleeper, Acting Secretary

Dated: August 20, 1975

At Boston, Massachusetts

MERRIMACK COUNTY RECORDS
Recorded Aug. 28, 10-20A.M. 1975

B1253P353

Kathleen M. Gray
REGISTER

**ASSUMPTIONS AND
LIMITING CONDITIONS**

ASSUMPTIONS AND LIMITING CONDITIONS

Unless otherwise stated, this appraisal report is subject to the following assumptions and limiting conditions:

General Assumptions

1. - No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
2. - The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
3. - Responsible ownership and competent property management are assumed.
4. - The property will be operated in conformance with applicable government regulations, codes, ordinances and statutes.
5. - The information furnished by others is believed to be reliable; however, it cannot be guaranteed as being certain. Thus, no warranty is given for its accuracy. No single item of information was completely relied upon to the exclusion of other information.
6. - All engineering is assumed to be correct. No survey of the property has been made by me and no responsibility is assumed in connection with such matters. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
7. - It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
8. - It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report.
9. - It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in the appraisal report.
10. - It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in the report is based.
11. - It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.
12. - 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.

13. - By reason of this appraisal, I am not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.
14. - Information relative to sale transactions has been confirmed by either the buyer, seller, or a third party. Every reasonable attempt has been made by me to verify this information and it is assumed to be reliable. It is specifically assumed that the sales information noted herein is correct.
15. - Unless otherwise stated in this report the existence of hazardous material, which may or may not be present on the property, was not observed by me. I have no knowledge of the existence of such materials on or in the property. However, I am not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that NO HAZARDOUS WASTE or HAZARDOUS MATERIAL, as defined in N.H. RSA 107-A and 107-B or in any similar equivalent federal statute, is present on the appraised property and that with respect to this program embodied in New Hampshire RSA 107-A and 107-B, the Federal Resource Conservation and Recovery Act and Comprehensive Environmental Response, Compensation, and Liability Act, and ANY other applicable state, federal or local hazardous waste statutes. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.
16. - Disclosure of the contents of the appraisal report is governed by the bylaws and regulations of the professional appraisal organizations with which I am affiliated.
17. - When the signatory of this appraisal report is a candidate or a member of the Appraisal Institute, its bylaws and regulations require the member or candidate to control the use and distribution of the report. Therefore, except as hereinafter provided, the party for whom this appraisal report was prepared may distribute copies of the report, in its entirety, to such third parties as may be selected by the party for whom this appraisal report was prepared. However, selected portions of this appraisal report may not be given to third parties without the prior written consent of the signatory of the report. Further, neither all nor any part of the 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 the signatory of the report. Nor shall I, the firm, or professional organization of which I am a member be identified without my written consent.
18. - Opinions of value contained herein are estimates. There is no guarantee, written or implied, that the subject property will sell or lease for the indicated amounts.
19. - I have not made a survey or analysis of the subject property to determine whether the physical aspects of the improvements meet the accessibility guidelines specified under Americans with Disabilities Act (ADA). Under ADA guidelines, compliance matches each owner's financial ability with the cost to cure the potential physical deficiencies of

the property. Thus, the requirements for compliance can change with each owner's financial ability to correct (cure) the non accessibility problems for the property. Specific studies of the cost-to-cure the deficiencies and the owner's financial ability to afford these costs would be needed for the Departments of Justice to determine compliance.

20. - The estimate of market value presented herein does not consider the effects of potential noncompliance.
21. - All mortgages, liens, encumbrances, leases, and servitudes have been disregarded unless so specified within the report. The property is appraised as though under responsible ownership and competent management.
22. - Unless so specified within the report, I am unaware of any housing or life, health and safety code violations or deficiencies which may exist in the subject property as of the date of the inspection. This does not preclude the presence of such violations or deficiencies; however, inspection for such items is beyond the scope of my assignment and, therefore, has not been addressed. It should be noted, however, that any physical defects found within the subject property, which may affect value, are addressed according to accepted appraisal practice within the body of the report.

General Limiting Conditions

1. - Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purposes by any person other than the party to whom it is addressed without my written consent, and in any event only with the proper written qualification and only in its entirety.
2. - The distribution of the total valuation in this report between land and improvements applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used.
3. - No environmental impact studies were either requested or made in conjunction with the appraisal, and I hereby reserve the right to alter, amend, revise or rescind any of the value opinions based upon any subsequent environmental impact studies, research or investigation.
4. - This report has been specifically prepared for the purpose and function described within the body of this document. The use of this report for any other purpose or function, without my full written concurrence, renders this report null and void, and discharges me from all liability.
5. - Acceptance of and/or use of this appraisal report constitutes acceptance of the foregoing general assumptions and general limiting conditions..

APPRAISER QUALIFICATIONS

**APPRAISAL QUALIFICATIONS
OF
TIMOTHY R. DANIELS**

New Hampshire Certified General Appraiser #46

EDUCATION

Plymouth State College, Plymouth, NH.

BS. - Local & Regional Planning/Real Estate

Real Estate Courses:

Real Estate Brokerage and Appraisal
Real Estate Investment and Development
Land Use Law
Local and Regional Planning
State and Local Government

Appraisal Institute

Course 1 BA Capitalization Theory & Techniques, Part A
Course 1 BB Capitalization Theory & Techniques, Part B
Course SPP Standards of Professional Practice, Part A
Course SPP Standards of Professional Practice, Part B
Course SPP Standards of Professional Practice, Part C
Course 2-1 Case Studies in Real Estate Valuation
Course 400 - Seven Hour National USPAP Update
Course 1336 - Appraising Environmentally Contaminated Properties
Appraisal Curriculum Overview
Business Practices and Ethics
Subdivision Valuation

Society of Real Estate Appraisers

Course 101 - Introduction To Appraising Real Property
Course 102 - Applied Residential Property Valuation

International Right-of-way Association

Course 401 - Appraisal of Partial Acquisitions
Course 403 - Easement Valuation

J M B Real Estate Academy, Inc.

Appraising Income Properties
Investment Analysis for Real Estate Appraisers
Uniform Standards Of Professional Appraisal Practice

N.H. Association Of Assessing Officials

Marshall and Swift Commercial Estimating

The Beckman Company

The Technical Inspection of Real Estate

The LeMay School of Real Estate

Federal Land Acquisition Appraising
Statistics and Modeling
Beyond Paired Sales
National USPAP Update

The McKissock Company Attended Estate

Federal Land Acquisition
Appraising Historic Properties
Private Appraisal Assignments
2-4 Family Finesse
Appraisal Trends
Construction Details and Trends

Trans American Institute of Professional Studies, Inc.

National USPAP Update - Maine #1860

Seminars Attended

Small Residential Income Appraisal Report Writing
Road and Access Law in New Hampshire - National Business Institute
Economics for Appraisers - sponsored by the NH Chapter of the Appraisal Inst.
Litigation Skills for the Appraiser - Appraisal Institute New Hampshire Chapter
Attacking and Defending an Appraisal in Litigation - Ted Whitmer
Supervisor/Apprentice Training Seminar - NH Real Estate Appraiser Board
Calculator Method Workshop - Marshall and Swift

OTHER ACHIEVEMENTS

Received Educational Grant from the Society of Real Estate Appraisers
for Appraisal Training. (Summer 1988)

Received the First Annual Marcy Fulweiler Scholarship from the
Society of Real Estate Appraisers. (January 1990)

PROFESSIONAL EXPERIENCE

May 1987 - 1989

Appraiser/Trainee - Capital Appraisal Associates,
Real Estate Appraisers and Consultants.

May 1989 - May 1994

Staff Appraiser - Capital Appraisal Associates,
Real Estate Appraisers and Consultants.

May 1994 - November 2001

Fee appraiser - Formed Daniels Real Estate Appraisal Services
Real Estate Appraiser and Consultant.

November 2001 - Present

President - Capital Appraisal Associates, Inc.
Real Estate Appraisers and Consultants

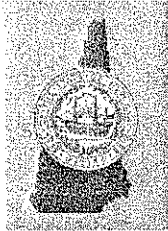
PROFESSIONAL AFFILIATIONS

M.A.I. Candidate #M920472 of the Appraisal Institute, NH Chapter #139
Certified in New Hampshire as a General Appraiser #4

COURT EXPERIENCE

Qualified as an expert witness for the NH Board of Tax and Land Appeals
Qualified as an expert witness for the United States Federal Court

New Hampshire Real Estate Certificate



New
Hampshire
Real Estate
Appraiser Board

No. *NHCG-46*

THIS HEREBY ACKNOWLEDGES

TIMOTHY R. DANIELS

Is duly recognized as a

CERTIFIED GENERAL APPRAISER

In accordance with all of the provisions of Chapter 310B
of the Revised Statutes Annotated and amendments
thereto, and the rules and regulations of this Commission.

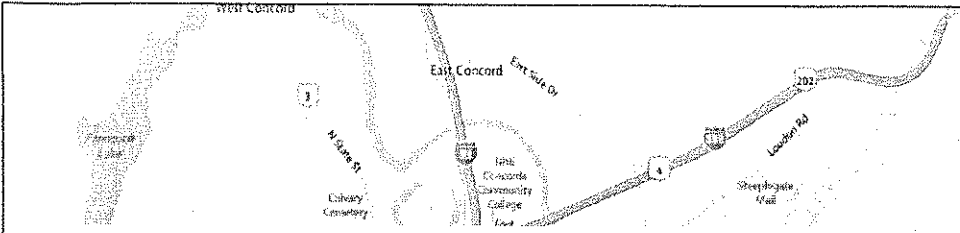
This license/certificate applies only to the person
named herein and shall remain in effect unless sooner
revoked or suspended in accordance with the law.

This license expires

12/31/13

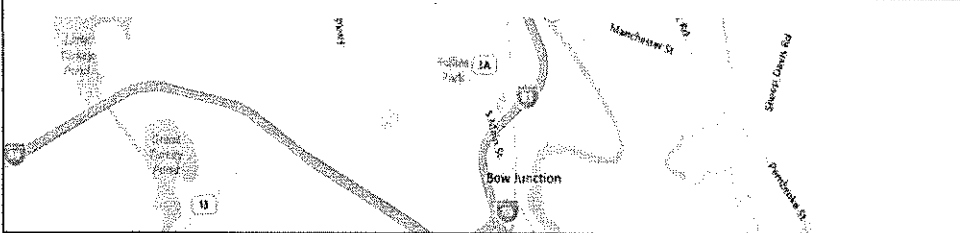
Real Estate Appraiser Chairman

R. [Signature]

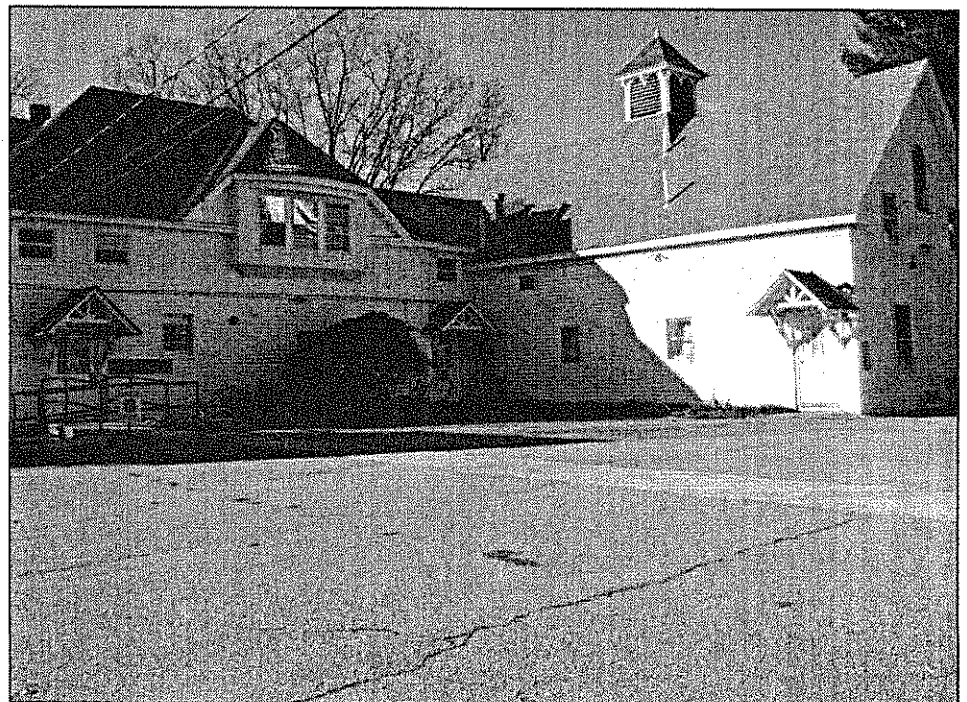
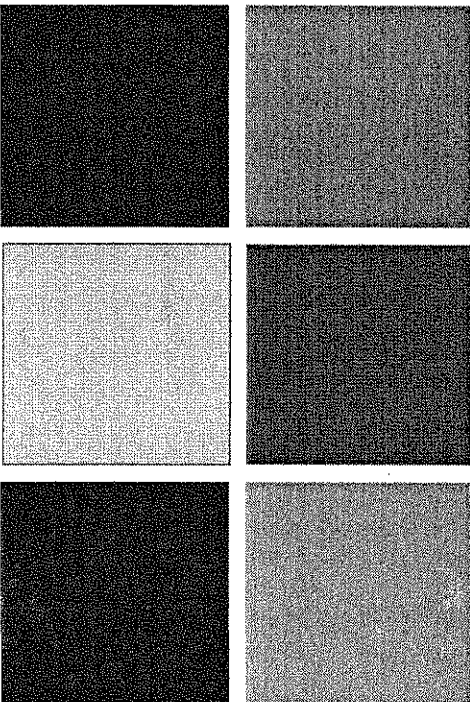


Marketing Proposal

Prepared for: Jared Nylund, Real Property Asset Manager
New Hampshire Department of Administrative Services



247-249 Pleasant Street
Concord | NH



December 6, 2012

Prepared by:
Judy Niles-Simmons
judy@nainorwoodgroup.com

Karl Norwood
karl@nainorwoodgroup.com

tel 603.668.7000

NAI Norwood Group

Commercial Real Estate Services, Worldwide.

116 South River Road
Bedford, NH 03110
nainorwoodgroup.com

Contents



I. Pages 3-8 RFP Sections Completed

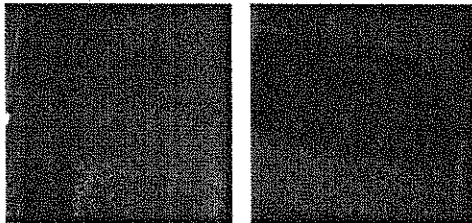
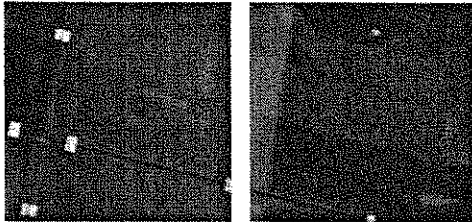
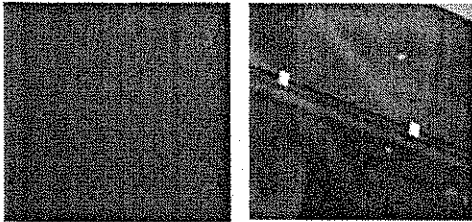
II. Pages 9-13 RFP Section D Certification Licensure

III. Page 14 NAI Norwood Group Company Profile

III. Pages 15-16 RFP Section F Vendor Number and W9

IV. Pages 17-22 Comparables - Active Properties
For Sale and For Lease

V. Pages 23-25 Comparables - Sold Properties



RFP- Sections A & B

A. Location and Personnel Assigned to Office as Required in Section 3.1

Karl E. Norwood and Judy Niles Simmons will be the key individuals assigned to this project should NAI Norwood Group be awarded. They both work out of the Bedford, NH office at 116 South River Road, which is within 50 miles of Concord, NH.

B. Experience, References, and Awards as Required in Section 3.2

Experience:

NAI Norwood Group has had extensive experience repositioning assets from their existing use. While past successes may not be small office conversions, we know that presenting the existing use and a potential use, or highest and best are different things.

In the past we have repositioned a number of properties for future redevelopment. In 2011 we represented the seller of an 8,600sf former antique store in Northwood, NH. The property was situated along Route 4 and was no longer suitable for its current use. Our team repositioned the asset and were able to identify the end buyer who convert to a medical dental office now Northwood Family Dentistry.

We have repositioned and sold many different types of properties over the years. (1) 72 South River Road in Bedford, NH, was a medical office and we worked with the owner to expand the footprint. The work involved discussions with abutters on easements and relevant evaluation of the market and leasing of the excess space no longer used by the owner Lindner Dental. While this property was not a sale, we feel that the relevancy of working with abutters and market analysis will help with our marketing of the Pleasant Street property.

Additionally (2) Airport Road in Gilford was an extension of Southern New Hampshire University being partially used as class space which was a repositioning for general office. (3) New Hampshire College's Hooksett campus including the St. Mary's College Building, three dormitories and a single family house along with the additional 385 acres of mixed use land was repositioned for multiple uses. In addition, (4) Chester College of New England (listed below) is a repositioning of an existing campus to either suit another campus or another institutional use.

LW Packard Mills in Ashland (listed below) was the redevelopment of an old mill built over many years, to various legal lots and condominiums so as to be available for individual sale. While not completed NAI Norwood Group is currently listing for sale the Department of Transportation's asset of 41 Range Road in Windham NH, which is land with an existing nursery retail use.

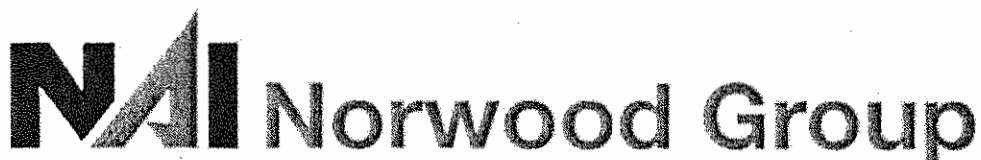
Overall our team has been successful, even during this sluggish economy, in assisting dozens of clients sell or purchases tens of thousands of square feet of office space throughout this downturn. For more relevant history of team members Karl Norwood and Judy Niles Simmons please see attached documents.

In addition to the brokerage team listed above, assistance will also be given by Sarah Carson and Laurie Sienko from the marketing department whose work is outlined in the strategy section below.

References:

Amoskeag Industries and the City of Manchester, George Lagos, Chairperson, C/o McLane Law Firm, 900 Elm Street, Manchester, NH 03103, Cell Ph_603-913-4210 no fax number Project was to dispose of the former Ash Street School in downtown Manchester, NH, property needed to be presented to market for a new use other than the obsolete use of classroom and administrative space; Sale is 2007; total transaction value of \$800,000.

LW Packard, John Glidden, 8 Mill Street, Ashland NH, Ph: 968-3351, F: 968-7649. Working with client 2004-present; redevelopment of a functionally obsolete mill building into separate saleable lots and condominiums, work included working with town, architecture, civil engineer and buyers to accomplish the sale; 2005-2007 for the initial sales and consulting, other sale and consulting work to present; total transaction value \$3,000,000.



Commercial Real Estate Services, Worldwide.

RFP- Sections B Continued, and C through F

References Continued:

New Hampshire College North Campus, former President, Richard Gustafson, 17 Kittanset Road, Bedford, NH 03110, Phone: 603-641-5617 (no fax available). We worked with the Town of Hooksett regarding current use penalties and donated the former library to the Town. Worked with engineers, developers and the Hooksett Planning Board and were successful in selling the different parcels and buildings. Multi-million dollar development.

Chester College of New England, Bob Baines Chester College, 40 Chester Road, Chester, NH 03036, Phone: 603-361-6904, no fax available. Working with client presently; assignment to dispose of office and educational facility and auxiliary offices and dormitories and repurpose the same in a downtown Chester; work began in May of 2012 and continues currently; total transaction value \$2,655,000.

Awards:

Karl E. Norwood – Realtor of the Year – NHCIBOR - 2012

Judy Niles-Simmons – Community Service Award - 2011 NHCIBOR Cares

C. Strategic Approach as required in Section 3.3

We feel that we should approach this sale in a two tiered fashion. If selected we would work with the Department on the following methods of disposition.

Abutters – It is often said that the likely buyer will come from within a 5 mile distance from the property. This is possibly the case with the Pleasant Street assets. Our marketing plan would be to approach these abutters first to gauge their interest in the asset. We would want to discuss with the Department the ability to work within the scope of the agreement to go to these abutters on a sealed bid or confidential price basis first. Often times these abutters have an ability to pay more, in particular the types of this asset's abutters.

Office and Retail Users – Depending on how we are able to approach the abutters, we will work concurrently or immediately following to identify prospects that are owner users. As listed above our firm and our team have had opportunities to work for many firms, buyers and landlords to assist in the disposition or acquisition of office or retail space. This work has included small office condominiums to larger buildings. Our strategy with selling office and retail space is exposure. As more fully discussed in section 5.2A our exposure is for both owners, investors, users and brokers. We do this through print, email, online and good old phone calls.

Redevelopment – In addition we would seek to look for developers to act as landlords for the project. One downside is that developers are likely to discount the price because of their need to multi tenant the project. However we do feel that one thing that developers will require is a full due diligence package, so the more information we can provide up front, the less potential discount they can apply based on "unknown" variables.

D. Certification of Licensure as required in Section 3.4

See Attached:

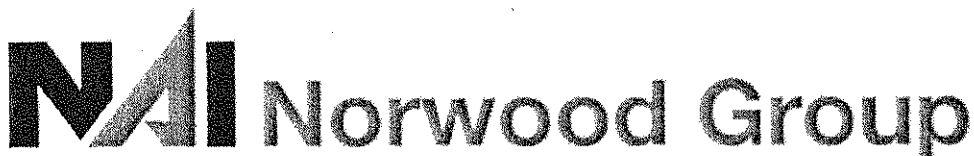
Karl's License
Judy's License
Firm's License

E. Pending Litigation as required by Section 3.8

Not Applicable

F. State of New Hampshire Vendor Number, issued after filing a Vendor Application and W-9 Form as required by Section 3.9

See attached document.



Commercial Real Estate Services, Worldwide.

RFP- Section G

G. Proposed Marketing Strategy and Services as required by Section 5.2.A

247-249 Pleasant Street is a clear redevelopment opportunity for the right investor or user. Because of the overall condition and the deferred maintenance on the property, the Buyer will need to make a sizable investment prior to occupancy or repositioning the property in the marketplace. There may be some historical value because it was part of the Mary Baker Eddy property but it is our understanding that the property has been moved from its original location. It would be the goal of the brokerage team to help identify what potential uses for the property could be and present these opportunities to the market.

The first step in marketing will be to understand fully the asset prior to presenting to the market. With a redevelopment use, in particular in this market, it is important that as much information about the property is part of the marketing package presented to buyers. The State of New Hampshire has already acquired some of this material; however it is our experience that the fewer variables presented to the market the better. This work will consist of finding details of the site such as past operational costs including maintenance records and occupancy costs; and any other items that a buyer would reasonably request as part of their due diligence. This investigation may also include the request of work from other professionals such as civil engineering, to determine what possibilities and limitations would be included. This work would be requested to be done for free and done so with the permission of the State and conceptual only in nature to be used for marketing.

With this work completed we would compile the above information and create a brief marketing synopsis piece as well as a full marketing package. The brief marketing piece would include highlights of the asset such as its proximity to the Langley Turnpike and the property's location next to Dartmouth Hitchcock and Concord Hospital. Our more robust marketing package would include the aforementioned as well as other items such as the floor plans, potential development concepts and operational expenses. Once the asset has been presented to the abutters, (Dartmouth-Hitchcock and Concord Hospital), we recommend placing a price on the property in the general market rather than solicitation for bids.

In addition we will strategically install signage upon the subject property (if acceptable). As you may know, many inquiries result directly from well-placed signage.

While this work is being done we would engage in the second phase of our marketing which is the presentation to prospective buyers and brokers. The property would be presented **electronically** to the market. We would place the property on our website (www.nainorwoodgroup.com), New England Commercial Property Exchange (www.necpe.com), Loopnet, (www.loopnet.com), CoStar (www.costar.com). From here the property would also be pushed to over 2 dozen other web sources. In addition we would market the property through You Tube. This would not only be as a passive marketing source for visits, it would also be a good catchment for out of state investors or users who are unable to visit the site to help answer questions. Our electronic marketing would also continue to our direct marketing in our email campaign of over 1,000 users, investors and real estate related individuals (attorneys, contractors etc). Our electronic marketing would also consist of emailing related brokers in the region who may have clients interested in acquiring the asset, this would be NH Commercial Investment Board of Realtors, New England Certified Commercial Investment Members, NAI Global (our international affiliation), New England Society of Office and Industrial Realtors as well as our internal database of Boston based real estate brokers.

Our print advertising will be on a targeted basis. We feel the most likely regional investors who would consider purchasing would be readers of the New England Real Estate Journal, and the property would be marketed there. For potential local investors we feel select advertising in the New Hampshire Business Review, New Hampshire Union Leader and Concord Monitor would help target buyers. In addition to these ads we would also consider working with the State to try and place articles in local news media about the sale and potential reuse to get to potential readers.

Of course all of the above can be considered passive marketing to some extent. Our firm believes that personal connection is often the best route. While the above will be implemented it will also be important to pick up the phone and contact potential targets. These targets may be well known individuals or they may be folks who have reached out to the State in months past. Either way, it is important we work as a team to reach out to these folks.

RFP- Section G Continued and Section H

G. Proposed Marketing Strategy and Services as required by Section 5.2.A Continued

For physical tours of the property we recommend performing those on an individual basis to the greatest extent possible. We would also recommend for consideration a broker open house with commercial real estate brokers from the community, so that they can remove the mystery of what is inside and describe the same to their clients. The property should be heated if the open house is held during winter months.

In addition to the marketing and positioning services listed above NAI Norwood Group would also act as the State's advisor to the ongoing activity in the market as well as be available for presentations to members of the State for meetings and hearings. Finally as discussed, we may recommend working as the State's point person for working with vendors (such as Civil Engineers or Architects) who may want to do gratis work to help us market the asset and position it for sale.

H. Market Analysis as required by Section 5.2.B

PROPERTY DESCRIPTION:

The subject property is located on Pleasant Street, with Dartmouth Hitchcock being on the west side and an apartment complex on the east side and Concord Hospital being located directly across the street. This section of Pleasant Street is mostly office, institutional type properties and the subject property has great visibility. According to information provided to us, this property was subdivided from the Mary Baker Eddy property and it is comprised of one of the original houses and two combined carriage houses that were part of the estate. The subject property offers two buildings, the 1,987+/- SF, 2-story main house and the 1.5 story, 3,369+/- SF combined two carriage houses for a total of 5,356+/- SF, sited on a .99+/- acre triangular sloped lot. The main house appears to have some of the original woodwork and appears to have been a residence in the recent past. The properties were built 1910 and 1920, respectively. The property is serviced by municipal water/sewer, gas heat and electric utilities. There is some parking in the front of the buildings. Electric service is unknown, but is presumed to be adequate for similar office uses. The property is situated within Concord (IS) Institutional zoning district. The overall condition of the buildings is presumed to be in fair to poor condition, roof needs replacement on the main house and both buildings probably have lead paint. There is no sprinkler system and no central air conditioning in either building. Both buildings may need improvements to be ADA compliant.

ASSESSMENT INFORMATION:

According to city of Concord assessment records, the total current assessed value for the subject property is \$814,200. Current (2012) tax burden for the property is reportedly \$19,842.05 (see below for further details).

LEGAL INFORMATION:

City Tax Map/Lot Number
95/A 1/1

MCRD Book/Page
1253/0353

LEASE RATE/SALES PRICE:

Subsequent to our recent inspection of the property, we have surveyed the local office market in order to analyze available space comparable in size, location and condition to your property.

Any property value analysis involves a weighing of the various pluses and minuses related to the leasing/selling of a particular property. The largest minus factor considered in evaluating the subject property is the current stagnant state of the economy. Although local market conditions have appeared to have improved somewhat since the beginning of 2012, the office marketplace is still experiencing a fairly healthy amount of available space with a limited number of prospective tenants and buyers. Another negative is the current condition and layout of the space and the lack of not having sprinklers, no central air conditioning and does not have ADA access. In our opinion, it would be difficult to sub-divide the space without incurring costly expenses. Also, the lot slopes down in the rear of the property. Financing has become more difficult to obtain in recent years, and appraisers have been extremely conservative with their values, having to work with a limited amount of market data.

RFP- Section H Continued

The plus factors of the subject property include that it is strategically located next to Dartmouth Hitchcock and Concord Hospital, near State offices and good highway access. The property additionally benefits from being serviced by municipal utilities. Considering all of the foregoing features helps make this property unique and stand out amongst the overloaded inventory of office facilities currently available in the marketplace.

While typically not considered to be a reliable gauge of market value for local real estate, the city of Concord Assessor's records indicate a total assessed value for the subject property of \$814,200 or about \$152.02 per square foot of gross building area. Applying the 2011 assessment ratio (101.1%), (2012 ratio has not been determined) to the subject's total assessed value, results in a slightly lower equalized market value estimate of approximately \$813,387 or about \$151.86 per square foot. Current annual tax burden for the entire subject property (estimated by the current tax rate of \$24.37/\$1,000) is \$19,842, or about \$3.70 per square foot of gross building area per year. In our opinion, the assessed value is on the high side even though it has been reduced from the \$950,800 (2011) assessed value.

An Income Approach is felt to be applicable relative to estimating market value for the subject property. Based upon recent lease information obtained from surveying similar office buildings located within the greater Concord area (see attached rental comps), the estimated market lease rate for the subject building would likely be in the \$6.00- \$8.00/SF NNN range, which equates to an estimated annual gross income of \$32,136 - \$42,848. After deducting an estimated ten percent (10%) factor for vacancy and uncollectables, and then deducting another 10 percent (10%) for maintenance, and capital reserves, etc., the indicated net operating income would be between \$26,030 and \$34,707. Using an estimated market capitalization rate of 10 percent (10%), results in an indicated value range of between \$260,300 and \$347,070 \$48.60 - \$64.80 PSF. This income approach assumes the building is fully occupied at those rates and as a result the end value would be discounted against other methods by an amount equal to the investment to multi tenant the property.

Due to the current relatively high cost of new construction and the difficulty in accurately estimating accrued depreciation, we are not considering a Cost Approach in our analysis.

The Sales Comparison Approach is considered to be the most reliable method for estimating the market value for the subject property (a user/buyer will typically pay a higher price than an investor/buyer). A survey was conducted for industrial properties that recently transferred (see attached sale comps) and have some similarity to the subject property, along with office properties that are currently available on the market for sale within the greater Concord area. The recent sale comps (attached documents) reveal a rather wide value range of between \$68.59/SF to \$91.92/SF. 50 Pleasant Street is the closest in proximity, and while aged, is a good comparable. 41 Locke Road was a partial office building with 4,000 SF of R&D space with shared dock and is newer. 85 N State Street has 4,406 SF with offices on first floor and a second floor residential apartment, 85 N State Street was sold on April 2, 2012. As a result we feel the comps approach yields a narrower value between \$70.00/SF-\$80.00/SF.

Because of the uniqueness of the subject property, the overall poor condition and the fact that the building itself has only a 5,356+/- SF footprint situated on a .99+/- acre parcel, it is our opinion that the property should therefore be marketed between \$80.00/SF- \$85.00/SF range which equates to a marketing price range of, \$428,480 - \$455,260. It is our opinion that the property will likely sell between \$375,000 and \$428,480, or \$70.00/SF-\$80.00/SF, with an anticipated marketing time of 6-12 months.

However as mentioned above we do feel that there may be an opportunity to sell to an abutter for a slightly higher price. If given an opportunity to market the property, we would like to discuss the best way to work with the Department and the abutters to see if we can get a higher price before it goes on the open market.

The foregoing estimated lease rate and selling price ranges are all based upon the presumption that the property is free and clear of hazardous waste or any environmental contamination conditions being present, and that the property can be transferred with clear marketable title.

RFP- Sections H Continued and Sections I through L

Highest and Best Use:

In our opinion, the highest and best use for the subject property would be to sell it to Dartmouth Hitchcock or Concord Hospital who would be an owner/user, who usually will pay more for a property. Investors will focus on the overall condition and the cost to renovate the facility, which ultimately will determine the price they will be willing to pay.

I. Proposed Commission as required by Section 5.2.C which does not exceed six percent (6%) of gross sales price

Our proposed commission would be 6% of the first million dollars (\$1,000,000) of the sale price, a second-tier of five percent (5%) of the second million dollars (\$1,000,001 - \$2,000,000) of the sale price, a third-tier rate of four percent (4%) of the third million dollars (\$2,000,001 - \$3,000,000) of the sale price, etc. as stated in Section 5. 2. C, page 12,

We encourage co-brokerage with other real estate firms and agree to share our fee equally with the co-operating agency.

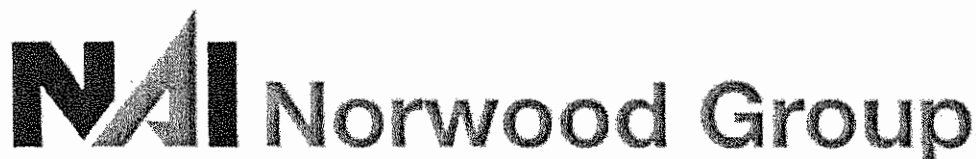
J. Compliance Certification required by Section 5.3

NAI Norwood Group as Offer will comply with all of the terms and conditions of the December 7, 2012 proposal as required by the State. No exceptions are made.

K. Completed and signed Proposal Certification from Section 7.1

Document attached

L. Original proposal and copies (hard and electronic) as required by Section 8.1



Commercial Real Estate Services, Worldwide.

Judy Niles-Simmons Commercial Sales & Leasing

Scope of Service

Judy Niles-Simmons began her real estate career more than 20 years ago while working for a large residential developer. She has leasing managerial experience as she worked for large industrial facilities and was a principal in a commercial real estate brokerage firm.

Experience

Judy joined NAI Norwood Group in 1995. She has extensive experience in the development of land and in selling commercial/industrial investment properties. She also has experience in marketing multi-family residential projects in New Hampshire and Massachusetts.

Judy was presented the 2011 Community Service Award by NHCIBOR Cares. She was instrumental in the founding of this non-profit arm for NHCIBOR and served as the first President and as a Director.

Professional Affiliations & Designations

Licensed Broker in NH and MA.

Member of the ICSC

Member of the NHCIBOR

Member of GRI

Significant Transactions

J Jill Group: Listing/Selling Agent, 91,920+/- SF

FCI : Selling agent for 49,000+/- SF located at 101 E. Industrial Park Drive, Manchester, NH

Southern NH University: Listing Agent for 405 +/- acres/mixed development.

SMC Mgmt: Listing/Selling Agent for 3 multi-family complexes.

Home Depot: Joint ventured sale of a 200+/- acre development.

Burger King: Selling agent sold xtra land sites in NH

Snap-On-Tools: Listing/Selling Agent for sale of Merrill Drive, Hampton, NH

Contact information

Judy Niles-Simmons ext. 218

NAI Norwood Group

tel 603 657 1926

judy@nainorwoodgroup.com

nainorwoodgroup.com

116 South River Road

Bedford, NH 03110



Commercial Real Estate Services, Worldwide.

Judy Niles-Simmons License



License No. 013023

THIS IS TO CERTIFY THAT

JUDY J NILES-SIMMONS
AMHERST, NH

is duly licensed as a real estate associate broker for:
KARL E NORWOOD

in accordance with all of the provisions of Chapter 331-A of the New Hampshire Revised Statutes Annotated and amendments thereto, and the rules and regulations of this Commission.

This license applies only to the person or persons named herein and shall remain in effect unless sooner revoked or suspended in accordance with the law.

SIGNED, SEALED AND ATTESTED:

NEW HAMPSHIRE REAL ESTATE COMMISSION

BY


EXECUTIVE DIRECTOR

DATE OF LICENSE: FEBRUARY 27, 2012
TO FEBRUARY 27, 2014

EFFECTIVE DATE: FEBRUARY 27, 2012

FORM NO.

166534

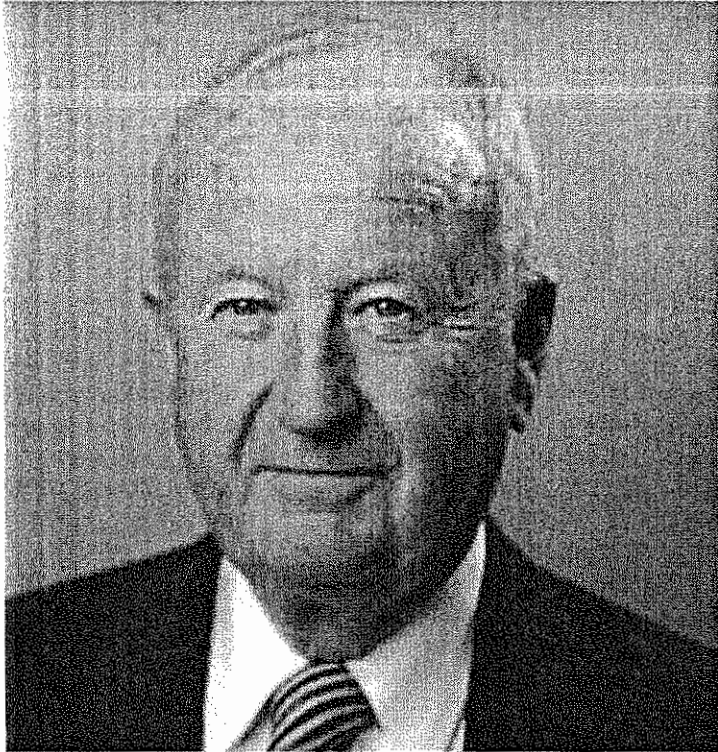


NAI Norwood Group

Commercial Real Estate Services, Worldwide.



Karl Norwood President



Scope of Service

Karl Norwood, President of NAI Norwood Group, founded the company in 1968 with his wife, Louise. Headquartered in Bedford, New Hampshire, the company provides specialized brokerage and development services throughout New Hampshire. The firm also provides outsourcing of real estate services to major corporations in North America.

Experience

Karl Norwood's real estate experience is multi-faceted, from multi-family to office and industrial properties. In business for over 40 years, he has been actively involved in all forms of commercial brokerage, negotiating on behalf of both landlords and tenants. His relationships with international clients have led to consulting assignments and joint ventures. The firm has developed, managed and/or owned over \$100 million dollars of residential, commercial and industrial properties.

Professional Affiliations & Designations

Licensed broker in New Hampshire & Massachusetts
Past President and Member of SIOR
Past President and Member of CCIM
CRE
NHCIBOR

Contact information

Karl Norwood ext. 202
NAI Norwood Group
tel 603 668 7000
karl@nainorwoodgroup.com
nainorwoodgroup.com
116 South River Road
Bedford, NH 03110

NAI Norwood Group

Commercial Real Estate Services, Worldwide.

Karl Norwood License



License No. 006788

THIS IS TO CERTIFY THAT **KARL E NORWOOD**
AMHERST, NH

is duly licensed as a real estate broker

in accordance with all of the provisions of Chapter 331-A of the New Hampshire Revised Statutes Annotated and amendments thereto, and the rules and regulations of this Commission.

This license applies only to the person or persons named herein and shall remain in effect unless sooner revoked or suspended in accordance with the law.

SIGNED, SEALED AND ATTESTED:

NEW HAMPSHIRE REAL ESTATE COMMISSION

BY


EXECUTIVE DIRECTOR

DATE OF LICENSE: APRIL 28, 2011
TO APRIL 28, 2013

EFFECTIVE DATE: APRIL 28, 2011

FORM NO.

161568



NAI Norwood Group

Commercial Real Estate Services, Worldwide.

NAI Norwood Group License



License No. 055594

THIS IS TO CERTIFY THAT

**THE NORWOOD GROUP INC
D.B.A. NAI NORWOOD GROUP
BEDFORD, NH**

is duly licensed as a real estate firm and the principal broker is:

KARL E NORWOOD

in accordance with all of the provisions of Chapter 331-A of the New Hampshire Revised Statutes Annotated and amendments thereto, and the rules and regulations of this Commission.

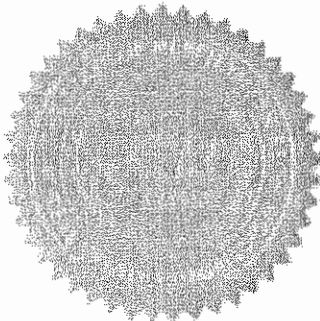
This license applies only to the person or persons named herein and shall remain in effect unless sooner revoked or suspended in accordance with the law.

SIGNED, SEALED AND ATTESTED:

NEW HAMPSHIRE REAL ESTATE COMMISSION

BY

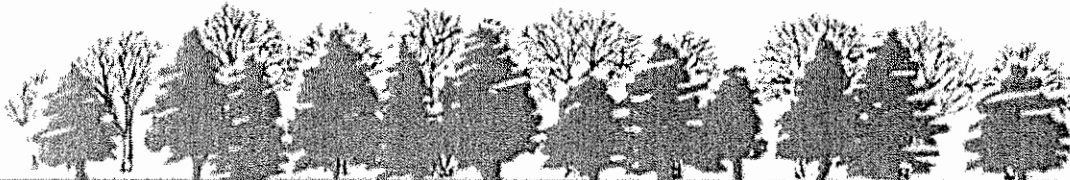

EXECUTIVE DIRECTOR



DATE OF LICENSE **JULY 26, 2010**
TO **JULY 26, 2012**

EFFECTIVE DATE **JULY 26, 2010**

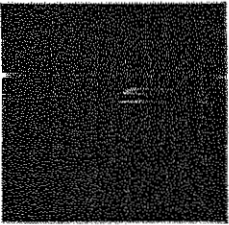
FORM No. **153243**



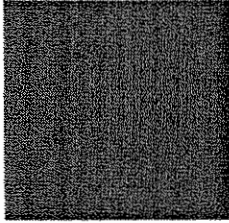
NAI Norwood Group

Commercial Real Estate Services, Worldwide.

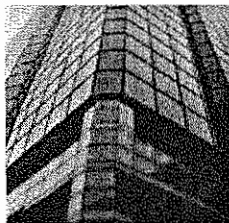
Company Profile



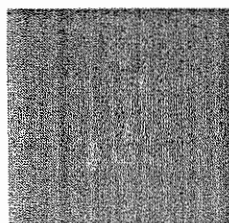
NAI Norwood Group is an affiliate of NAI Global, the world's leading managed network of independently owned commercial real estate brokerage firms. Through this network of 325 offices in 55 countries, NAI Norwood Group is able to leverage their strong local experience around the world. Whether your commercial real estate needs require local expertise, or you need brokerage consulting around the world, the firm is here to help. With our extensive background and strong local contacts, we are able to assist individual corporations in negotiating leases, sales, business brokerage, relocation, site selection and development.




Founded in 1968 by Karl Norwood, The Norwood Group became one of the largest real estate firms in the State of New Hampshire. The company expanded into residential land development and home construction in the seventies and formed Norwood Group International, focusing on attracting foreign investors to form joint ventures in commercial real estate, primarily in the New England marketplace. In 2008 NAI Norwood Group opened a second location in Portsmouth, NH vastly widening services into the seacoast area. NAI Norwood Group has remained a viable leader in the commercial real estate field and has continued to hone its skills in this evolving world of sophisticated clients who demand services in dealing with the complexity of the current global market.



NAI Norwood Group offers a range of services to clients that include landlord representation, tenant/buyer representation, business brokerage, consulting, and development. NAI Norwood Group's affiliation with NAI Global enhances the services by spanning resources on a worldwide level.

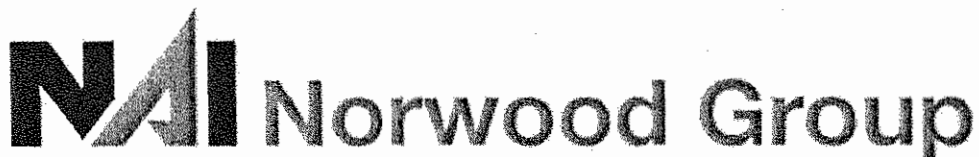


NAI Norwood Group is actively involved in the New Hampshire Association of REALTORS and company members have held numerous leadership positions within the organization. They are Charter Members of NH CIBOR (Commercial Investment Division of the New Hampshire Association of REALTORS), hold membership in CCIM (Certified Commercial Investment Member), SIOR (Society of Industrial and Office REALTORS), NEBBA (New England Business Brokers Association), and CRE (Counselors of Real Estate). In addition the group subscribes to industry specific trade organizations such as the ICSC (International Council of Shopping Centers).



Since 2000, NAI Norwood Group has sold 1,500+ acres of land totaling more than \$58 million. In addition, we've assisted clients in the acquisition and disposition of 2.8+ million square feet valued at \$191 million, in addition to over 1 million square feet of self-storage space valued at more than \$55 million.

It is the goal of our firm to service the requirements of a wide spectrum of the community in which we operate. This is why members of our firm routinely serve on boards and local civic organizations, from Chambers to Non-profits to real estate specific boards. Having been a trademark in the community for 40 years, the team looks forward to an extraordinary future.



Commercial Real Estate Services, Worldwide.

Vendor Number

PART VII – COMPLETION REQUIREMENTS

7.1 PROPOSAL CERTIFICATION

By submitting a Proposal in response to this RFP and signing below, the Offeror hereby certifies as follows:

- A. The Offeror has been duly authorized to submit the Proposal, to make and sign this Proposal Certification, and to enter into any contract that may be awarded as a result. The person signing on behalf of the Offeror below is duly authorized to sign this Proposal Certification on behalf of the Offeror and to bind the Offeror to the full and complete performance of any contract that may be awarded as a result of this RFP.
- B. The Offeror understands and agrees to comply with and be bound by all of the terms and conditions of this RFP and any attachments hereto, except for any terms and conditions for which an exception was taken and identified in the Proposal pursuant to Section 5.3.
- C. The Proposal shall remain effective for 180 days following the submission deadline set forth in this RFP.
- D. The commission or fee structure included in the Proposal was established without collusion with any other vendor.
- E. The Offeror's Vendor Number is 227784
- F. None of the Real Estate Brokers or Real Estate Firms named in the Proposal are now or have ever been the subject of any past or present disciplinary proceeding before the New Hampshire Real Estate Commission (or its counterpart in any other state), except as fully disclosed in writing and submitted herewith, together with descriptions of the outcomes and any resulting settlements, sanctions, or penalties.

Offeror Name: The Norwood Group, Inc.

By: Kathleen Thurston July 17, 2012
(Signature) (Date)

Name and Title of Person Signing: Kathleen Thurston

Offeror Contact Person: Kathleen Thurston

Address: 116 So. River Road, Bedford, NH 03110

Telephone Number: 603-668-7000, Ext 210

Fax Number: _____

Email Address: kay@nainorwoodgroup.com



Commercial Real Estate Services, Worldwide.

W9



STATE OF NEW HAMPSHIRE
ELECTRONIC ALTERNATE W-9 FORM

Please use this form to provide the requested information

Business Name: The Norwood Group, Inc.
Additional or DBA Name: NAI Norwood Group
Legal Name: The Norwood Group, Inc.

Remit Address: 116-G South River Road
Remit City: Bedford Remit State: NH Remit Zip: 03110

Business Address: 116-G South River Road
Business City: Bedford Business State: NH Business Zip: 03110
Phone: (603) 668-7000

Taxpayer Identification Number: 02-0311650;
Principal Activity(s): Service Provider
Designation(s): Corporation
Diversity Type(s):

Under penalty of perjury, I declare that the information provided is true, correct & complete, to the best of my knowledge and belief.

Signature: Kathleen Thurston, ELECTRONICALLY SIGNED

Pursuant to IRS Regulations, you must furnish your Taxpayer Identification Number (TIN) to the State whether or not you are required to file tax returns. If this number is not provided, you may be subject to a 28% withholding on each payment made to you. To avoid this 28% withholding & to ensure that accurate tax information is reported to the IRS, A RESPONSE IS REQUIRED.

NAI Norwood Group

Commercial Real Estate Services, Worldwide.

Comparable - Active

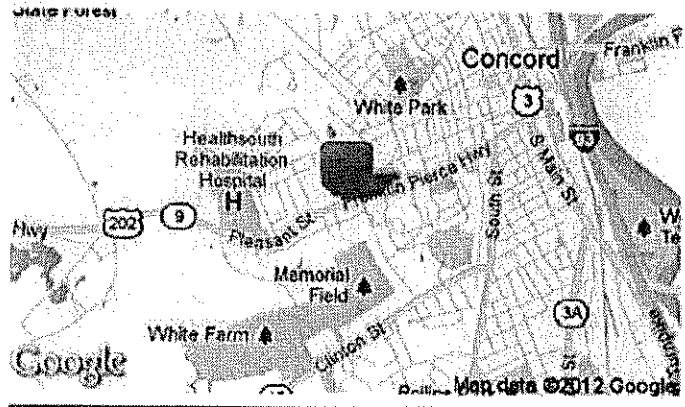
Medical/Office Space

194A Pleasant St, Concord, NH 03301

Listing ID: 2118203
Status: Active
Property Type: Office For Sale
Office Type: Medical, Office Building
Sale Price: \$500,000
Unit Price: \$57.14 Per SF
Sale Terms: Cash to Seller
Nearest MSA: Concord
County: Merrimack
Property Use Type: Vacant/Owner-User
Class of Space: Class B
Building Size (RSF): 10,500 SF

Property Overview

Renovation and expansion of existing building. Customized tenant improvements. Medical and general business offices permitted. Located near Concord Hospital. Easy access to downtown Concord, I-89 and I-93. Free parking.



More Information Online

<http://www.newenglandcommercialproperty.com/listing/2118203>

QR Code

Scan this image with your mobile device:



Comparable - Active

Office Building for Sale with Parking

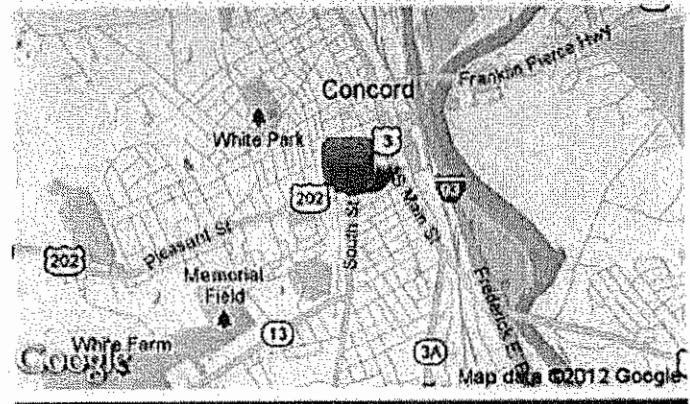
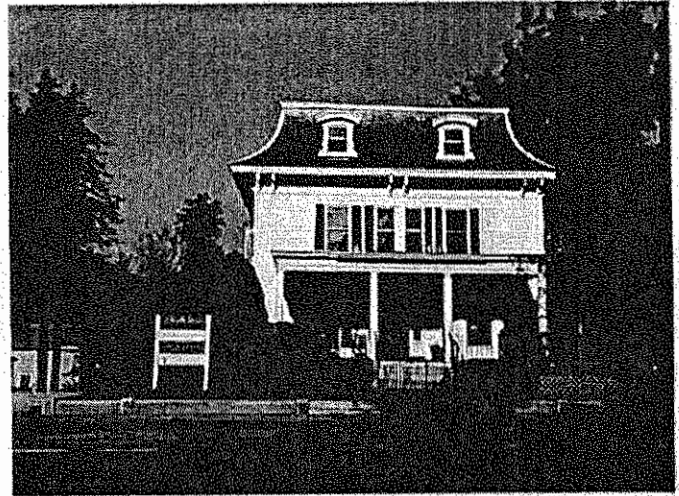
14 South St., Concord, NH 03301

Listing ID: 28285796
Status: Sale Pending
Property Type: Office For Sale
Office Type: Office Building
Sale Price: \$750,000
Unit Price: \$59.34 Per SF
Land Available: 0.4 Acres
Sale Terms: Cash to Seller
Nearest MSA: Concord
County: Merrimack
Property Use Type: Investment
Class of Space: Class B
Building Size (RSF): 12,640 SF
Tenancy: Multiple Tenants
Road Type: Paved, 2-Track
Property Visibility: Excellent
Year Built: 1880
Construction/Siding: Vinyl Siding, Wood Frame
Parking Type: Surface

Property Overview

14 South St. is located just 500' south of Pleasant St. across from Fayette St.

This is a signature building with terrific neighborhood presence! Currently a multi-tenant with 3 professional users. 30 car parking on-site. Walk to the State House and Federal Court. Short term leases but Tenants indicate a willingness to stay.



More Information Online

<http://www.newenglandcommercialproperty.com/listing/28285796>

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Comparable - Active

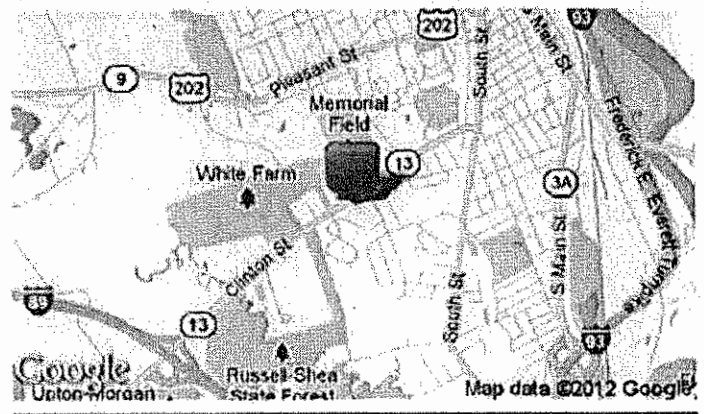
87 Clinton Street, Concord, NH

87 Clinton Street, Concord, NH 03301

Listing ID: 28290944
Status: Active
Property Type: Office For Sale
Office Type: Medical
Sale Price: \$465,000
Unit Price: \$97.44 Per SF
Land Available: 0.55 Acres
Sale Terms: Cash to Seller
Nearest MSA: Concord
County: Merrimack
Property Use Type: Business
Zoning: RM Medium Density
Building Size (RSF): 4,772 SF

Property Overview

Current dental office w/ 772+/- SF 2-BR apartment. Ample on-site parking. Located on Clinton Street near Langley Parkway.



More Information Online

<http://www.newenglandcommercialproperty.com/listing/28290944>

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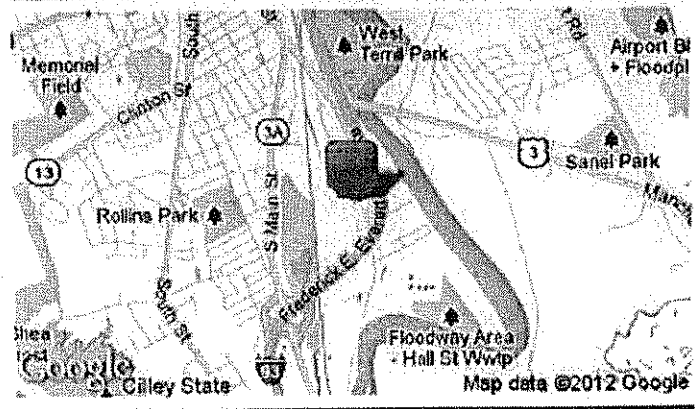


Comparable - Active

TWO PROFESSIONAL OFFICE SUITES FOR LEASE, Suite: 205

100 Hall Street, Concord, NH 03301

Listing ID: 21578540
Status: Active
Property Type: Office For Lease
Office Type: Governmental, High-Tech
Rental Rate: \$2,200 (Monthly)
Monthly Rent: \$2,200
Lease Types: Net Lease
Contiguous Space: 2,008 SF
Total Available: 3,229 SF
Nearest MSA: Concord
County: Merrimack
Road Type: Paved
Property Visibility: Excellent
Highway Access: Minutes to Interstates 89 and 93.
Tenancy: Multiple Tenants
Year Built: 1987
Construction/Siding: Wood Frame
Parking Type: Surface



Property Overview

Two office suites available for lease. This building consists of 11 condos and 10 of the condos consisting of 5410 SF total are offered by sale for \$499,000.

More Information Online

<http://www.newenglandcommercialproperty.com/listing/3271989>

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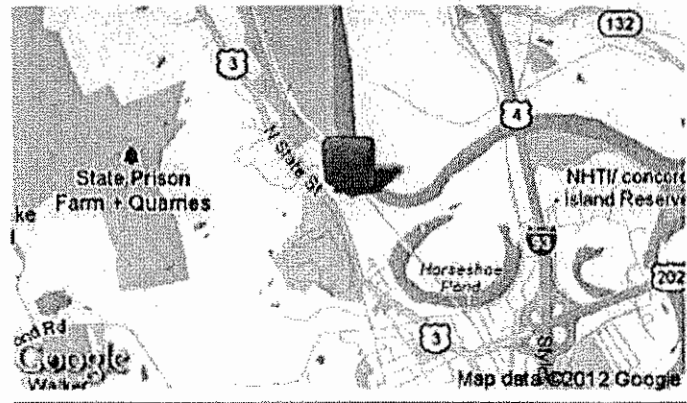
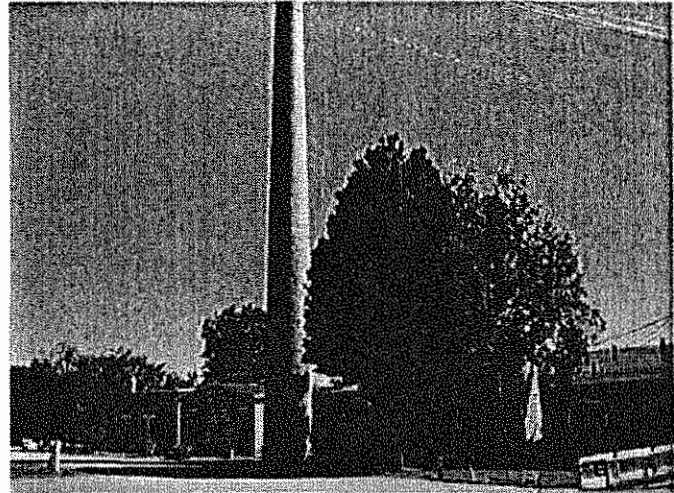
NAI Norwood Group

Commercial Real Estate Services, Worldwide.

Comparable - Active

Smokestack Center, Concord, NH For Lease, Suite: E 254 North State Street, Concord, NH, Concord, NH 03301

Listing ID: 2130629
Status: Active
Property Type: Retail-Commercial For Lease
Retail-Commercial Type: Mixed Use
Rental Rate: \$7 PSF (Annual)
Monthly Rent: \$1,983.33
Lease Types: HNN
Contiguous Space: 3,400 SF
Total Available: 11,600 SF
Land Available: 16 Acres
Nearest MSA: Concord
County: Merrimack
Zoning: IS
Gross Building Area: 40,000 SF
Road Type: Paved
Property Visibility: Good
Highway Access: Interstate 93, 393-1.3 mile Rt. 3
Tenancy: Multiple Tenants
Year Built: 1900
Parking Type: Surface



Property Overview

Smokestack Center is zoned Institutional encompassing 16 acres with 4 buildings overlooking the Merrimack River. Smokestack Center is conveniently located 2 miles from Downtown Concord. Units are available for lease for \$7NNN/Sq Ft. Additional land available for development. Join Smokestack Center's thriving community of business including: Body and Spirit Day Spa, Concord Bikram Yoga, Concord Birth Center, Dairy Marketing Service, The Lamp Shop and NHTI Visual Arts Program.

More Information Online

<http://www.newenglandcommercialproperty.com/listing/3171047>

QR Code

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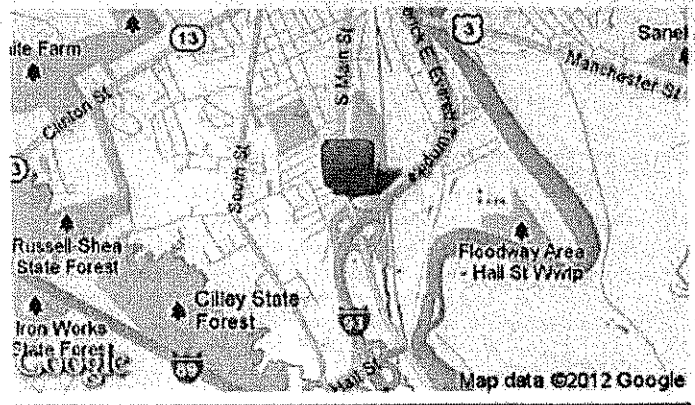
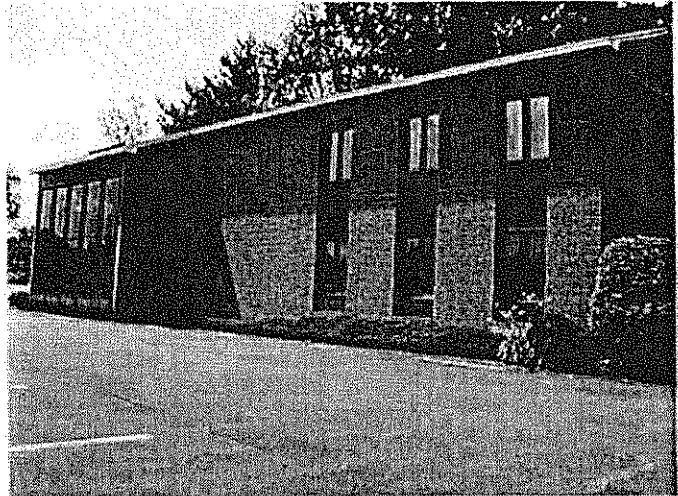
Comparable - Active

Medical or Professional Office Space - Concord, Suite: 1 401 South Main Street, Concord, NH 03301

Listing ID: 28256568
Status: Active
Property Type: Office For Lease
Office Type: Medical
Rental Rate: \$10 PSF (Annual)
Monthly Rent: \$1,750
Lease Types: Modified Gross
Contiguous Space: 2,100 SF
Total Available: 2,100 SF
Nearest MSA: Concord
County: Merrimack
Road Type: Paved
Property Visibility: Excellent

Property Overview

Office space conveniently located at Exit 12, Route 93. 2,100 SF consists of 5 offices, 1 conference/large open area and plenty of storage. Lower level with private entrance and ample on-site parking.



More Information Online

<http://www.newenglandcommercialproperty.com/listing/3505601>

QR Code

Scan this image with your mobile device:



Comparable - Sold

Downtown Office Building with Parking

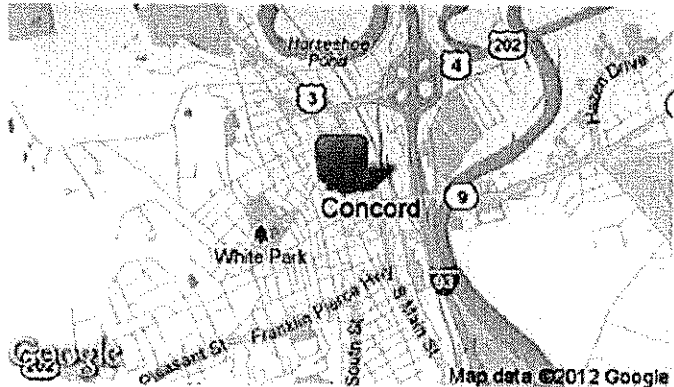
85 N State St, Concord, NH 03301

Comparable ID: 1485016
Property Type: Office - SOLD
Property Subtype: Office Building
Archived Date: 4/3/2012
Closing Date: 4/2/2012
Asking Sale Price: \$525,000
Final Sale Price: \$405,000
Final Sale Unit Price: \$91.92 Per SF
Size: 4,406 SF
Days on CIE: 159
Land Available: 0.43 Acres
Nearest MSA: Concord
County: Merrimack
Building Size (RSF): 4,406 SF
Year Built: 1880
Parking Type: Surface



Property Overview

4,406 SF downtown office building with on-site paved parking for 20. Ideal professional office space with corner lot visibility and short walk to the Capitol Building. Interior features: hardwood floors, fireplaces, waiting room, private and semi-private offices. Also includes two car garage and a second floor residential apartment.

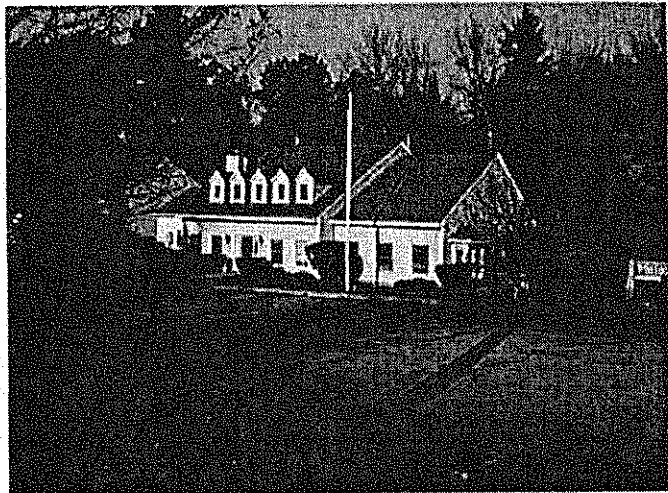


Comparable - Sold

7500sf Office/R&D Building for Sale- Concord, NH

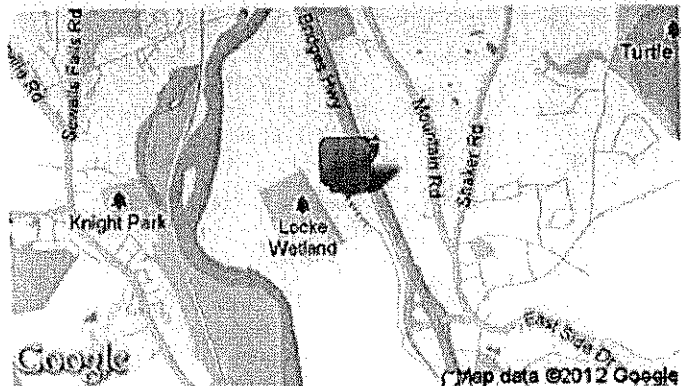
41 Locke Rd., Concord, NH 03301

Comparable ID: 1217782
Property Type: Office - SOLD
Property Subtype: Office Building, Research & Development
Archived Date: 4/7/2011
Closing Date: 4/4/2011
Asking Sale Price: \$599,000
Final Sale Price: \$599,000
Final Sale Unit Price: \$79.87 Per SF
Size: 7,500 SF
Days on CIE: 76
Land Available: 1.98 Acres
Nearest MSA: Concord
County: Merrimack
Building Size (RSF): 7,500 SF
Year Built: 1989
Parking Type: Surface



Property Overview

Terrific for Owner Occupant or divisible bldg. for an investor. 3000 +/- sf of office, 4000 +/- sf R&D space. Dock can be shared. Full a/c, municipal w&s, 3 phase power, kitchen, ADA restrooms, shower. Good on-site parking. Close to I 93, Exit 16.



Comparable - Sold

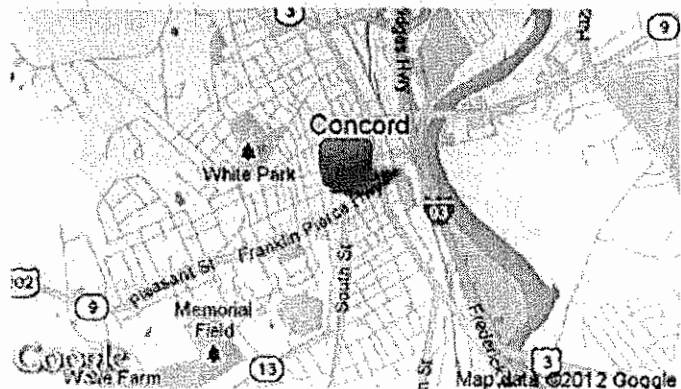
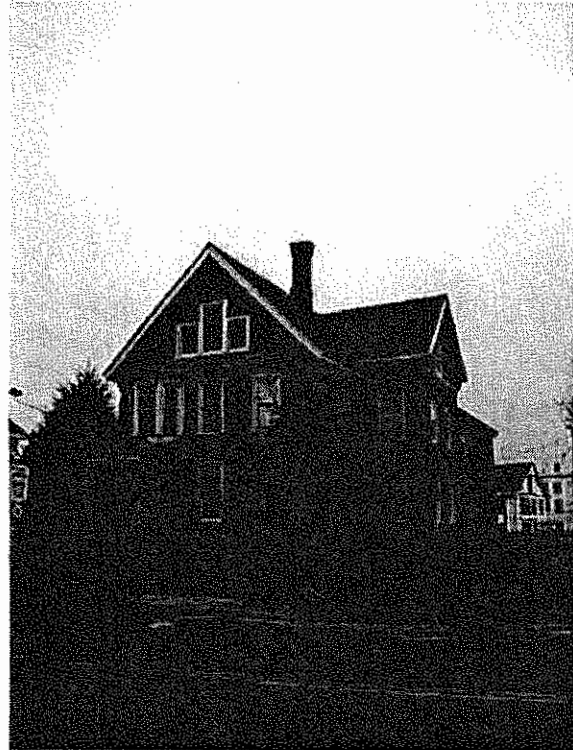
Norton Asset Management, Inc.

50 Pleasant Street, Concord, NH 03301

Comparable ID: 1105271
Property Type: Office - SOLD
Property Subtype: Office Building
Archived Date: 11/4/2010
Closing Date: 8/27/2010
Asking Sale Price: \$339,500
Final Sale Price: \$300,000
Final Sale Unit Price: \$68.59 Per SF
Size: 4,374 SF
Days on CIE: 196
Land Available: 0.22 Acres
Nearest MSA: Concord
County: Merrimack
Building Size (RSF): 4,374 SF

Property Overview

Located across from the Federal Building and Federal Courthouse. 13 on-site parking spaces. Zoned CVP - allowing a wide range of Business and Residential uses. Currently used as a law office, with a not-for-profit tenant on the 2nd floor.



New Hampshire Council on Resources and Development

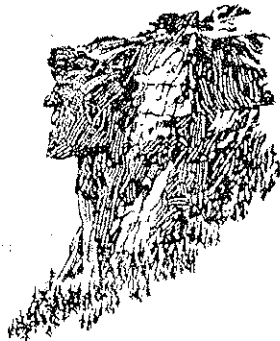
NH Office of Energy and Planning

107 Pleasant Street, Johnson Hall

Concord, NH 03301

Phone: 603-271-2155

Fax: 603-271-2615



TDD Access: Relay NH
1-800-735-2964

MEMORANDUM

TO: Commissioner Linda M. Hodgdon
Department of Administrative Services

FROM: Susan Slack, Assistant Planner *Susan Slack*
Office of Energy and Planning

DATE: August 7, 2012

SUBJECT: Surplus Land Review, SLR 12-013-Concord

Effective August 6, 2012, the Council on Resources and Development (CORD) took action on the following issue brought by the Department of Administrative Services:

Request to sell on the open market the three buildings on approximately 0.989 acres located at 247-249 Pleasant Street, Concord.

CORD members voted to **RECOMMEND APPROVAL** of SLR 12-013 as submitted, subject to no adverse comments being received during the remainder of the comment period ending August 5, 2012. No adverse comments were received, **however the Department of Environmental Services recommends that DAS review RSA 477 prior to sale of the property. In addition, the City of Concord has expressed interest in acquiring the property in partnership with a third party developer (see letter attached).**

cc: Michael P. Connor, Director, Division of Plant & Property Management
Jared Nylund, Real Property Asset Manager
Joanne Cassulo, Interim Director, NH Office of Energy and Planning
Representative John Graham, Chair, Long Range Capital Planning and Utilization Committee



Glenn Normandeau
Executive Director

New Hampshire Fish and Game Department

11 Hazen Drive, Concord, NH 03301-6500
Headquarters: (603) 271-3421
Web site: www.WildNH.com

TDD Access: Relay NH 1-800-735-2964
FAX (603) 271-1438
E-mail: info@wildlife.nh.gov

January 17, 2013

Chair
Long Range Capital Planning and Utilization Committee
State House
Concord, NH 03301

Re: Conner Pond, Ossipee – surplus land sale

REQUESTED ACTION

The New Hampshire Fish and Game Department (NHFG), pursuant to RSA 4:40, respectfully requests review and approval of the sale of a 0.58 acre parcel of land located on Conner Pond Road in the Town of Ossipee for \$11,500, plus an \$1,100 administrative fee, to Bruce and Marion Rines of Ossipee, abutters.

EXPLANATION

The 0.58 acres is part of the 2.48 acre property (see attached survey) owned by the State at that location. It was purchased on August 20, 2001 specifically to provide public access to Conner Pond. The boat access area was refurbished and upgraded in 2011. It now provides a ramp for small trailered boats. However, it is mostly used as a car-top boat launch. The parcel to be sold contains no frontage on Conner Pond. The area remaining, following the potential sale of the 0.58 acres, would provide sufficient space for future expansion of the access site if needed.

Mr. Rines approached the Department to see if we would consider selling a small portion of the State's ownership to be added to his abutting property. After an internal review, the Department determined the 0.58 acres was surplus to the Department's needs.

At the direction of this Committee at their November 27, 2012 meeting, all the abutter's to the Fish and Game property were notified by certified mail, return receipt requested, concerning our intention to surplus the 0.58 acres, providing them an opportunity to submit a competitive bid if they wished. None were received. The Department also placed an advertisement in the Conway Daily Sun to inform the general public of our intention. One inquiry was received but no offer on the property was tendered.

On November 1, 2012 the Council on Resources and Development (CORD) reviewed this proposal and recommended the approval of this request.

Mr. Rines has agreed to pay for all transaction costs, an \$1,100 administrative fee, and \$11,500, the fair market value of the 0.58. acres as determined by an appraisal.

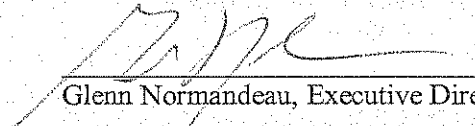
Included in the packet to help with your consideration of this request are:

- A copy of the CORD memorandum;
- A location map;
- A tax map showing the existing State-owned lot;
- A survey of the proposed land to be sold;
- Photographs of the Conner Pond Boat Access Area.

Please review this request to determine if the subject property is surplus to the needs and interests of the State.

If you have any questions or require additional information, please contact Richard Cook, Land Agent at 271-1133

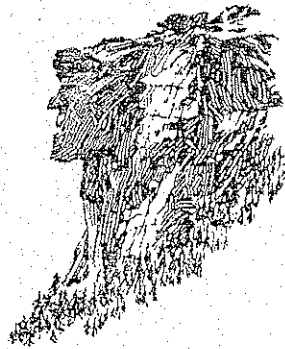
Sincerely,



Glenn Normandeau, Executive Director

New Hampshire Council on Resources and Development

NH Office of Energy and Planning
107 Pleasant Street, Johnson Hall
Concord, NH 03301
Phone: 603-271-2155
Fax: 603-271-2615



TDD Access: Relay NH
1-800-735-2964

MEMORANDUM

TO: Glenn Normandeau, Executive Director
Department of Fish & Game

FROM: Susan Slack, Assistant Planner *Susan Slack*
Office of Energy and Planning

DATE: November 15, 2012

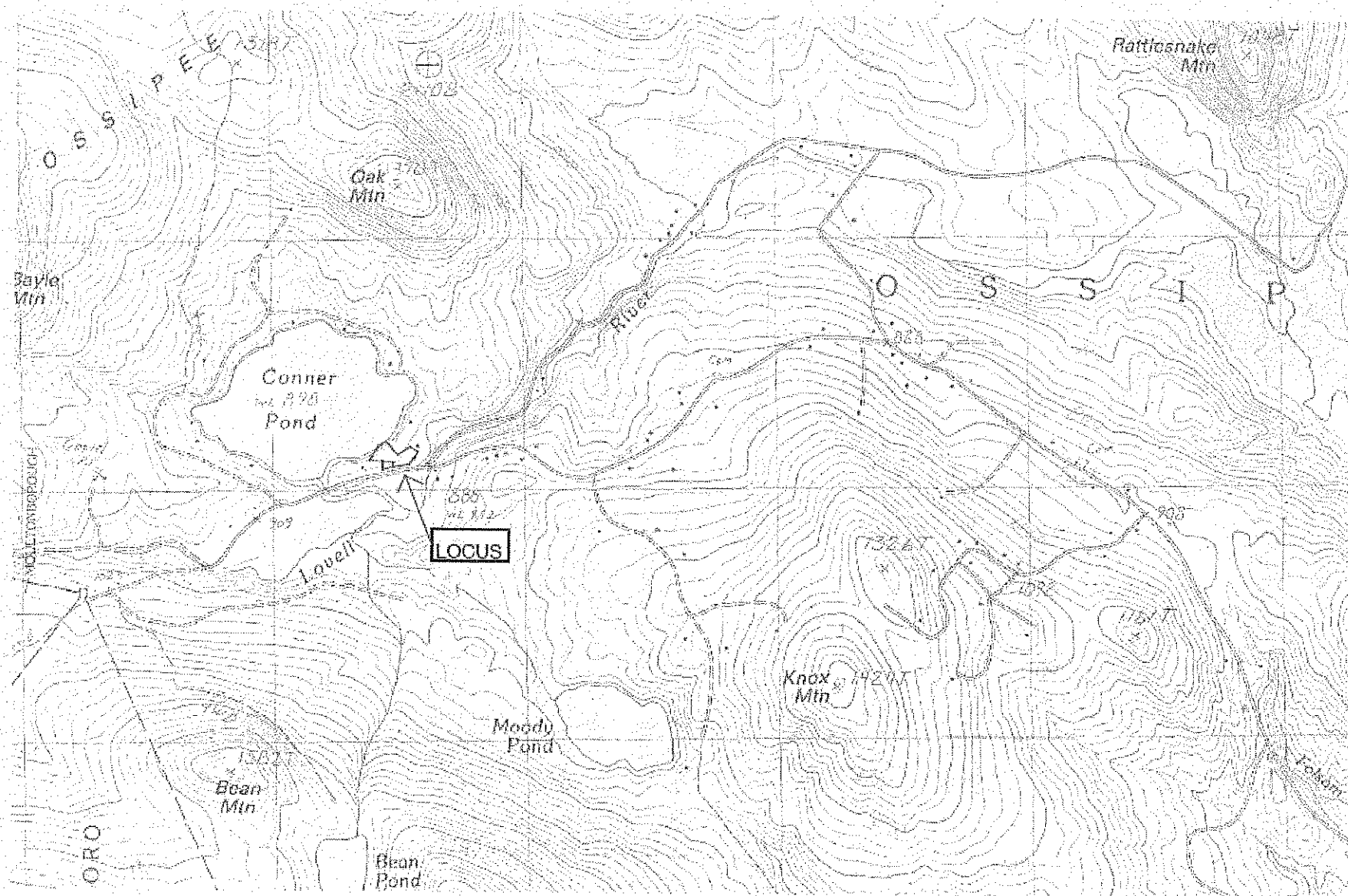
SUBJECT: Surplus Land Review, SLR 12-017-Ossipee

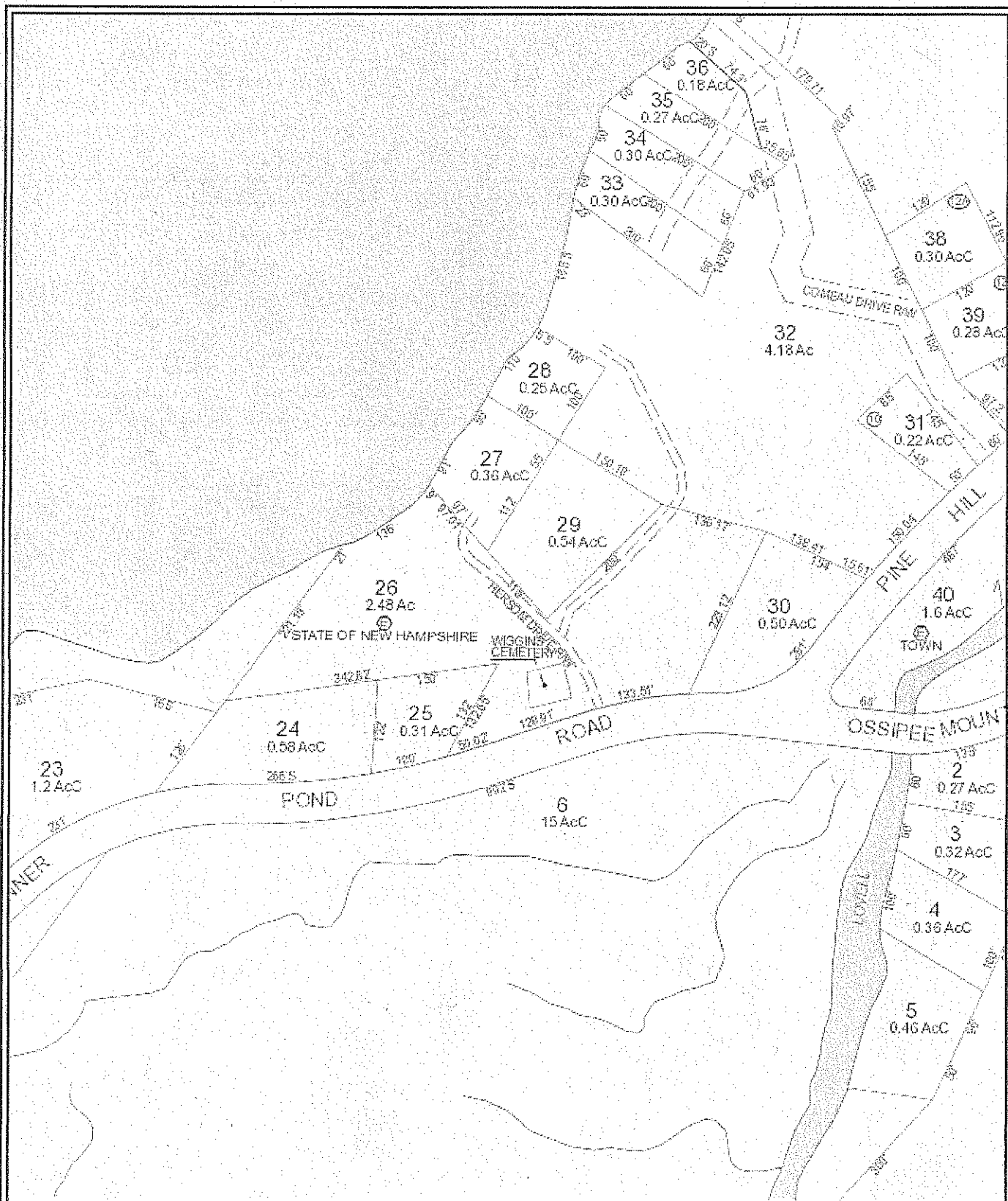
On November 1, 2012, the Council on Resources and Development (CORD) took action on the following issue brought by the Department of Fish & Game:

Request to sell at fair market value 0.58 acres of land near Connor Pond in Ossipee to an abutting property owner. The parcel is part of a 2.48 acre property on which F&G maintains a public boat access area.

CORD members voted to RECOMMEND APPROVAL OF SLR 12-017 as submitted, subject to no adverse comments being received during the remainder of the comment period ending November 14, 2012. No adverse comments were received.

cc: Richard Cook, Land Agent, Department of Fish & Game
Joanne Cassulo, Interim Director, NH Office of Energy and Planning
Representative John Graham, Chair, Long Range Capital Planning and Utilization Committee





State owned property, Conner Pond

Ossipee, NH
 1 Inch = 169 Feet
 October 05, 2012



Data shown on this map is provided for planning and informational purposes only. The municipality and Cartographic Associates, Inc. are not responsible for any use for other purposes or misuse or misrepresentation of this map.

www.cai-info.com

CARTOGRAPHIC ASSOCIATES, INC.

CONNER POND PROJECT AREA



Conner Pond Road Frontage

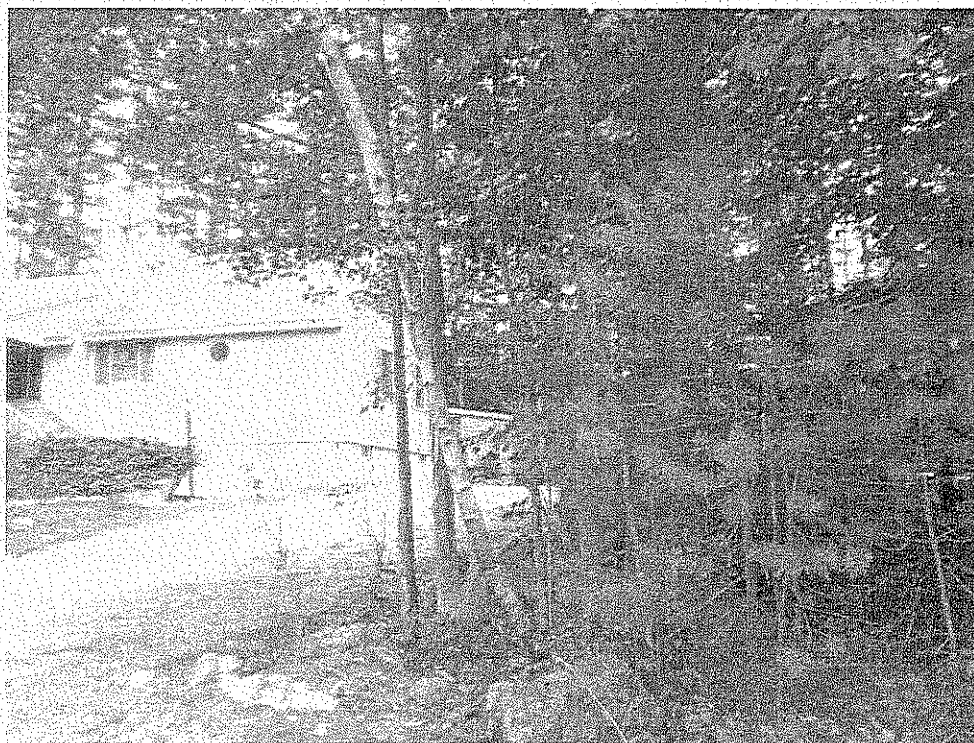


View of Rines property from Area A as shown on survey plan

CONNER POND PROJECT AREA

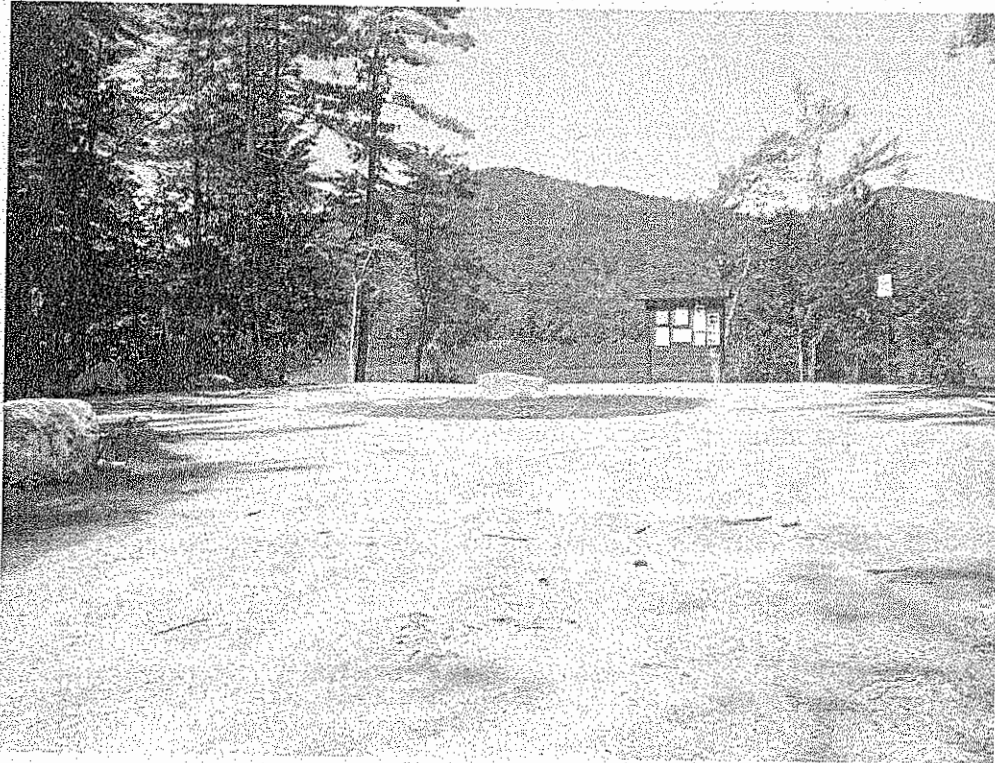


Area B as shown on survey plan



Existing property corner at Rines property

CONNER POND PROJECT AREA



Existing boat access area looking north



Existing boat access area looking south

**STATE OF NEW HAMPSHIRE
INTER-DEPARTMENT COMMUNICATION**

FROM: Patrick Herlihy, Director
Division of Aeronautics, Rail
& Transit



Date: February 4, 2013

At: Dept. of Transportation
Bureau of Rail and Transit

THRU: Charles R. Schmidt, P.E., Administrator
Bureau of Right of Way



SUBJECT: Proposed Sale of State-owned Railroad Property in Windham
RSA 4:40, RSA 228:67

TO: Chairman
Long Range Capital Planning and Utilization Committee

REQUESTED ACTION

Pursuant to RSA 4:40 and RSA 228:67, authorize the New Hampshire Department of Transportation to enter into a Sale agreement with the Town of Windham for a parcel of land 1.01 acre in size on the State-owned Manchester & Lawrence railroad corridor in Windham. Terms of the Sale are \$7,000.00, and a one-time administrative fee of \$1,100.00.

The Manchester and Lawrence Branch Railroad corridor was purchased by Federal Highway Funds therefore a Council on Resources and Development recommendation is not required.

EXPLANATION

RSA 228:67 allows the Department to sell portions of a railroad corridor. The Department has reviewed the request and determined that the Sale will not interfere with the use of the railroad corridor. The purpose of the sale of this parcel is to maintain the natural vegetation abutting the Town managed Rail-Trail that was constructed on the railroad corridor under the terms of an agreement between the Town and the State.

A staff appraiser from the Department completed an opinion of value to determine the market value of the 1.01 acre of the railroad corridor. The appraiser prepared Land Sale Analysis in the Windham area and determined the Sale value of the subject parcel as of August 14, 2012 to be \$7,000.00.

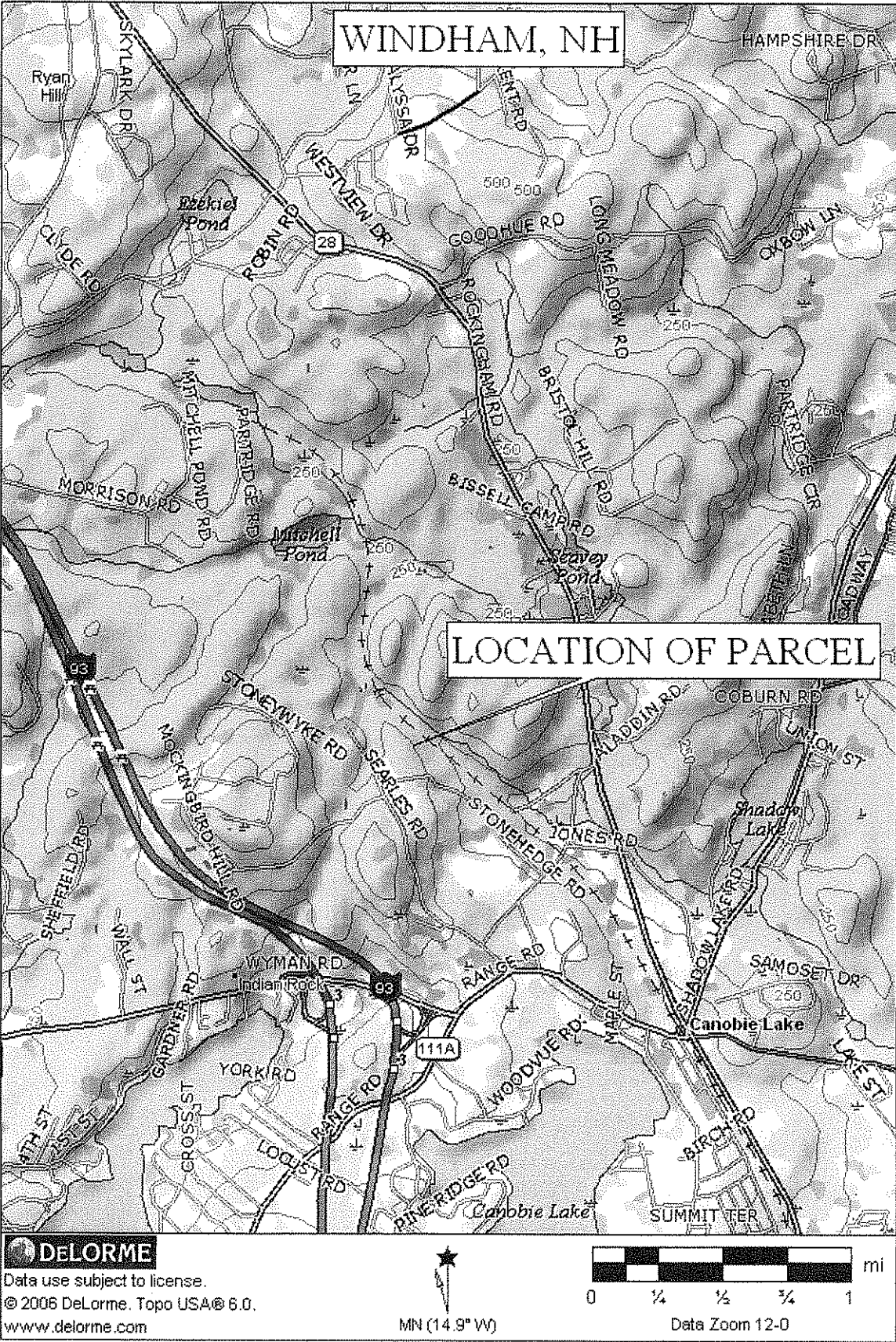
The proposed sale price is \$7,000.00. In addition, the Department is assessing a \$1,100.00 administrative fee.

The original request to purchase the parcel was from Nassar Investment Trust to integrate it into an abutting property. The above listed price was agreed to by the Trust and the Town was contacted by the Bureau to determine if the Town would purchase the parcel when offered to it by the Governor and Council per RSA 4:40, I. In the event the Town is unable to appropriate the funds for the purchase the Department would offer the parcel to Nassar Investment Trust at this price.

Authorization is requested to sell this property on the State-owned Manchester & Lawrence railroad corridor in Windham to the Town of Windham, as outlined above.

Attachments

Nassar Investment Trust
Sale of Land
State-owned Manchester & Lawrence Railroad Corridor
Windham, NH



Nassar Investment Trust
Windham, NH



Proposed Sale Area
 $475 \times 85 = 49,062 \text{ sf (1.01 acre +/-)}$

[illegible]

Manchester & Lawrence Branch
Valuation Section 10, Map 7
Station 1896+00 +/- to 1900+75 +/-


Contributory Value Appraisal – Summary Report

Location / Address: Off Governor Dinsmore Road Windham, NH

Owner of record: NHDOT

Effective Date: August 9, 2012

Date of Report: October 11, 2012

Appraiser: James T. Minichiello 

Contributory Value: \$7,000

Summary of Appraisal Problem

The subject property is a 1.01- acre of unimproved, wooded, residential landlocked parcel of land, located approximately 190-200 feet east of the Governor Dinsmore Road. cul-de-sac. The abutter to the west and south has approached the NHDOT in order to assemble his abutting 2.078- acre parcel with the State 1.1 acre parcel resulting in a 3.178 acre building lot. A larger lot offers superior privacy, more buildable area and site selection. These are all items that a larger lot offers as compared to a smaller lot and the market appears to recognize lot size differences.

As summarized in the balance of this report, I calculate the subject to have a Contributory Value of \$7,000 based on the difference in value between a 3.178 acre residential building lot (as assembled with the State 1.01 acre lot) and the currently contiguous 2.078 acre lot as of August 9, 2012.

Inspection Information

I have performed interior an inspection of the subject property.

Date of Inspection: August 9. 2012.

Assignment

Client: The New Hampshire Department of Transportation (NHDOT)

Intended User: Agents and officials of the New Hampshire Department of Transportation.

Intended Use: It is my understanding that the client will use this report as a basis for making a just compensation estimate and negotiation decisions. I also understand that the report will be used in the negotiation process and that a copy will be provided to the property owner.

Rights Appraised: The fee simple unencumbered interest of the site has been appraised.

Value Sought: Value Sought and Appraisal Purpose: The purpose of this appraisal is to estimate the contributory value of the fee simple interest of the subject parcel as adjoined to an abutting parcel, as of the effective date of the appraisal. Although an estimate of market value was requested, the highest and best use of the subject is assemblage to an abutter. Such properties are not part of open and competitive markets, so an estimate of their value based on a traditional market data analysis (market value) would be meaningless. Any value the subject may have arises from what it would contribute to an abutting parcel. Therefore, my analysis estimates the *contributory* value of the subject.

Property data was collected and compiled from several sources, including the towns of Windham, and Atkinson other surrounding towns, Rockingham County Registry of Deeds, Northern New England Real Estate Network site (NNERN), Real Data, local real estate professionals and parties to the transactions whenever possible.

Listing, Transfer, and Ownership history:

Listing Notes: According to the NNERN (MLS), the subject property, as unassembled, has not been listed for sale or lease for the past 12 months.

Book/Page	Grantor	Grantee	Price	Date	Notes
2776/2562 Rockingham County	Boston and Maine Corporation	NHDOT	\$2,107,700	12/30/1988	The subject parcel is a part of a multi-parcel deed involving four multiple corridors. The parcel is indicated on the railroad valuation sheets (survey) on Valuation Sheet 10 Map 7, at Station #1896 + 30 +/-

Tax Assessment

Assessment: Land: \$10,000. Improvements: None Total: \$10,000
 Effective tax rate: Rate: \$21.98 Ratio: 95.9% = Effective Rate: \$ 20.98/k
 Current use: The subject site is not in current use and is tax exempt being State property..

Neighborhood

Location	<input type="checkbox"/> Urban	<input checked="" type="checkbox"/> Suburban	<input type="checkbox"/> Rural
Built Up <input type="checkbox"/> Fully Dev.	<input checked="" type="checkbox"/> Over 75%	<input type="checkbox"/> 25% to 75%	<input type="checkbox"/> Under 25%
Growth Rate	<input type="checkbox"/> Rapid	<input type="checkbox"/> Steady	<input checked="" type="checkbox"/> Slow
Property Values	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining
Demand/Supply	<input type="checkbox"/> Shortage	<input type="checkbox"/> InBalance	<input checked="" type="checkbox"/> Over Supply
Marketing Time	<input type="checkbox"/> Under 3 mo.	<input checked="" type="checkbox"/> 4-6 mo.	<input type="checkbox"/> Over 6 mo.
Change in Present Land Use	<input checked="" type="checkbox"/> Not Likely	<input type="checkbox"/> Likely	<input type="checkbox"/> Taking Place
Predominant Occupancy	<input checked="" type="checkbox"/> Owner	<input type="checkbox"/> Tenant	

	Good	Avg.	Fair	Poor
Employment Stability	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience to Employment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience to Shopping	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience to Schools	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Adequacy of Public Transportation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Recreational Facilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Adequacy of Utilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Property Compatibility	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Protection from Detrimental Conditions	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Police and Fire Protection	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
General appearance of properties	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Appeal to market	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

A former railroad right of way that is owned by the State and is improved as a recreational trail abuts the subject's northerly boundary. As noted above, the subject neighborhood is predominantly residential in nature, and is well-established not seeing significant development etc. Neighborhood price levels are stable, and market activity is currently slow but appears to be recently becoming more active. There are still a few vacant lots left in this neighborhood. Another major feature to this neighborhood is the large active apple

Contributory Value: According to The Dictionary of Real Estate Appraisal, 3rd Edition published by the Appraisal Institute in 1993, "*Contribution or Contributory Value of a particular component is measured in terms of its contribution to the value of the whole property, or as the amount that its absence would detract from the value of the whole.*" In this instance, the contributory value of the subject is how much it will increase the value of the abutter's site as a whole if it became part of it.

Hypothetical Conditions: I have analyzed the property and as assembled with the abutter as a 3.78 acre assemblage and as is being a 2.078 acre lot.

Extraordinary Assumptions: I have appraised the subject as if clean and free of contamination. If any contamination is found on the subject, this report becomes null and void.

General Assumptions: For this report I have also assumed:

1. all maps, plans, and photographs I used are reliable and correct;
2. the legal interpretations and decisions of others are correct and valid;
3. the parcel area given to me has been properly calculated;
4. broker and assessor information is reliable and correct;
5. the abstracts of title and other legal information available are accurate;
6. there are no encumbrances or mortgages other than those reported in the abstracts;
7. information from all sources is reliable and correct unless otherwise stated;
8. there are no hidden or unapparent conditions on the property, in the subsoil (including hazardous waste or ground water contamination), or within any of the structures which would render the property more or less valuable.
9. all personal property is excluded; and

Limiting Conditions: This report is bound by the following limiting conditions:

10. Sketches and photographs in this report are included to assist the reader in visualizing the property. I have not performed a survey of the property or any of the sales, and do not assume responsibility in these matters.
11. 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.
12. Possession of this report (or a copy) does not carry with it the right of publication. It may not be used for any purpose other than by the party to whom it is addressed without the written consent of the State of New Hampshire and in any event only with the proper written qualification and only in its entirety. Neither all nor any part of the contents (or copy) shall be conveyed to the public through advertising, public relations, news, sales, or any other media without written consent and approval of the State of New Hampshire.
13. Acceptance and / or use of this report constitutes acceptance of the foregoing underlying limiting conditions and underlying assumptions.

Scope of Work

The scope of work is the process of collecting, verifying, and reporting data. My investigations and research included an on-site inspection and photographing of the subject property on August 9, 2012. I examined Town and county property records including assessment data and taxes, zoning regulations, and sales data. I formed an opinion of the site's highest and best use based on legal, physical, and neighborhood land use characteristics. I compiled comparable land sales data, verified and analyzed the data, estimated the value of the subject site as is, and as assembled with the abutting State parcel. I prepared this summary appraisal report to summarize and convey my findings, the market data, and the analyses used. I prepared this Summary Report in compliance with USPAP #2-2(b) governing summary reports.

Site Description

- Size / Shape: 1.1 acres/Irregular triangular shaped. This landlocked, wooded parcel is approximately 180 feet easterly of the Governor Dinsmore Road cul-de-sac. It has approximately 490 feet on the recreational trail that is the former railroad right of way. This parcel's plot plan is recorded in the Rockingham Registry as Plan # 32236 Parcel # 7-B-10.
- Zoning / Conformance: Rural/ Non-conforming "landlocked" backland having no stand-alone buildable utility due to its size and lack of road frontage. The minimum lot size in this zone is 30,000 square feet or 0.689 acres. The 0.6-acre "dogleg" appendage of the abutter's 2.07-acre site does not contribute the necessary site requirement since the abutter's lot without the 0.60-acre "dog leg" at 1.47 acres would still meet the minimal lot size.
- Available Utilities: On-site well and septic required. Electricity and cable at the road.
- Topography / Soils: Level to sloping down from the trail to the abutting lot with a small swale on its southerly portion. Soils appear to be 140C Hatfield Hollis 8-15% sandy loam and 129B Woodbridge fine sandy loam 3-8% slopes according to the USDA Soil Survey.
- View / Comments: None. Next to well used recreational trail that could possibly offer a recreational amenity to the subject especially if assembled to its abutter.

Valuation / Analyses

- Present Use: The present use of the subject property is vacant backland.

Highest and Best Use - As-if-Assembled, State subject parcel and Abutters site Together.

- Subject as Currently Vacant: The subject site is presently not improved but now has road frontage. The present configuration of this lot allows as assembled more buildable land as assembled due to additional land that is not restricted by 30-foot side-line setbacks. The best building site now would be more private. The assemblage of the State owned 1.1-acre parcel would provide additional privacy, more buildable site options and value due to the additional size. It is my opinion that the highest and best use of the subject property as if assembled is for single-family residential use.

Highest and Best Use – As Is, Abutters Site Only

- Subject as Currently Vacant: The subject site without the State 1.1-acre parcel is a 2.078-acre wooded lot having approximately 200 feet of road frontage on the Governor Dinsmore Road cul-de-sac. It is an odd shaped lot having a very narrow "dog leg" portion running southeasterly along the State owned abutter. This 0.6-acre portion of the 2.078-acre subject is unbuildable because the 30-foot setback requirements which encompass a large portion of this appendage. The effective size of the abutter's site is considered to be 1.47 acres, (2.078 – 0.6 = 1.47 acres) which is the site area that will be used for the sales comparison.

Approaches to Value

Potential Approaches: The five generally recognized methods to valuing vacant sites are: sales comparison approach; abstraction (allocation); land residual technique; income approach (direct capitalization of ground rent); and cost of development (land development) method.

Application: I have relied on the sales comparison approach exclusively. The other methods of valuation would not produce as reliable results given the nature of the subject, the nature of this assignment, or the market data available.

Sales Grids

The three comparables shown in the following grid were the most comparable sales known to me. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject site, a negative (-) adjustment is made, thus reducing the indicated value for the subject; if a significant item in the comparable property is inferior to, or less favorable than, the subject site, a positive (+) adjustment is made, thus increasing the indicated value for the subject.

Abutters Site –As- if Assembled with the State Owned Parcel As a 3.01 Acre Lot

Item	Subject Property	Comparable No 1		Comparable No 2		Comparable No 3	
Location	Gov. Dinsmore Windham	1 Brittany Atkinson		47 London Bridge Wind.		29 East Rd. Atkinson	
Book/Page		5257/2061		5359/2891		5298/814	
Proximity to Subj.		few miles		few miles		several miles	
Sales Price			\$137,000		\$141,500		\$136,000
Price Per Acre	Price Per Lot		\$137,000		\$141,500		\$136,000
Data Source		Appraiser		Broker/Owner's father		Seller/Broker	
Date of Sale		Description	Adjustment	Description	Adjustment	Description	Adjustment
& Time Adjustment	8/9/2012	11/1/2011	n/a	9/25/2012	n/a	3/28/2012	n/a
Safe Concessions	None	None	n/a	None	n/a	None	n/a
Location	Windham	Atkinson	Similar	Windham	Similar	Atkinson	Similar
Site/View	Level to sloping	Level /sloping	Similar	Level /sloping	Similar	Level/sloping	Similar
Site Area (ac)	3.178 acres	2.03 acres	Inferior	3.10 acres	Similar	2.02 acres	Inferior
			+ \$ 5,000		0		+ \$ 5,000
Net Adj. (Total)			+ \$ 5,000		0		+ \$ 5,000
Indicated Value of Subject			\$ 142,000		\$ 141,500		\$ 141,000

Indicated Subject Value: \$141,500 (as if assembled)

Basis of Adjustments Location: The market did not indicate location differences in value between the Atkinson and Windham residential lot market and there is insufficient data to indicate any measurable location differences in this current market.

Time/Market Conditions: NNERN indicates there is a leveling of the value decline rate in 2012 indicating that the 'bottom of the market' may be imminent. The market participants interviewed by the appraiser voiced this opinion therefore no adjustment was indicated for Time/Market Conditions. Also the sales utilized were very recent sales as compared to the appraisal date.

Size Adjustment: Sale 2 is approximately 1 acre larger than Sales 1 and 3, which are very similar to the subject in size. Matching the respective Sales prices of Sales 1 (\$137,000) and Sale 3 at 2.03 acres to Sale 2 (\$136,000) to the larger 3.10-acre Sale 2, which is very similar to the Subject in size, at \$141,500 indicates a \$4,500 to \$5,500 difference say \$5,000 for a 1+/- acre lot size adjustment. Sales 1 and 3 were adjusted for +\$5,000 for size being smaller than the subject. No other adjustments were indicated by the close sales price correlation.

Abutters Site -As- Is

Item	Subject Property	Comparable No 1		Comparable No 2		Comparable No 3	
Location	Gov. Dinsmore Windham	1 Brittany Atkinson		47 London Bridge Wind.		29 East Rd. Atkinson	
Book/Page		5257/2061		5359/2891		5298/814	
Proximity to Subj.		few miles		few miles		several miles	
Sales Price			\$137,000		\$141,500		\$136,000
Price Per Acre	Price Per Lot		\$137,000		\$141,500		\$136,000
Data Source		Appraiser		Broker/Owner's father		Seller/Broker	
Date of Sale		Description	Adjustment	Description	Adjustment	Description	Adjustment
& Time Adjustment	8/9/2012	11/1/2011	n/a	9/25/2012	n/a	3/28/2012	n/a
Sale Concessions	None	None	n/a	None	n/a	None	n/a
Location	Windham	Atkinson	Similar	Windham	Similar	Atkinson	Similar
Site/View	Level to sloping	Level /sloping	Similar	Level /sloping	Similar	Level/sloping	Similar
Site Area (ac)	1.478 acres	2.03 acres	Superior	3.10 acres	Superior	2.02 acres	Superior
(Effective Acreage)			-\$ 2,500		-\$ 7,500		-\$ 2,500
Net Adj. (Total)			-\$ 2,500		-\$ 7,500		-\$ 2,500
Indicated Value of Subject			\$ 134,500		\$ 134,000		\$ 133,500

Indicated Subject Value: \$134,000 (as is)

Basis of Adjustments Location: The market did not indicate location differences in value between the Atkinson and Windham residential lot market and there is insufficient data to indicate any measurable location differences in this current market.

Time/Market Conditions: NNERN indicates there is a leveling of the value decline rate in 2012 indicating that the 'bottom of the market' may be imminent. The market participants interviewed by the appraiser voiced this opinion therefore no adjustment was indicated for Time/Market Conditions. Also the sales utilized were very recent sales as compared to the appraisal date.

Size Adjustment: The abutter's site as if un-assembled has a size of 2.078 acres. Approximately 0.60 acres of the site is a very narrow dogleg that lies mostly within the 30 foot setback offering very little utility or value. Therefore the abutter's site is considered as being 1.478 acres in area, being the only area that is buildable. Sale 2 is approximately 1 acre larger than Sales 1 and 3, which are approximately 0.5+/- acres larger than the subject site as is in size. Matching the respective Sales prices of Sales 1 (\$137,000) and Sale 3 at 2.03 acres to Sale 2 (\$136,000) to the larger 3.10-acre Sale 2, at \$141,500 indicates a \$4,500 to \$5,500 difference say \$5,000 for a 1+/- acre lot size adjustment and \$2,500 for a 0.50 size acre difference. A 1.5+/- acre size difference appears to indicate a \$7,500 difference for size. Sale 2 was adjusted for -\$7,500 for size being 1.62 acres larger than the abutter's site. Sales 1 and 3 were adjusted -\$2,500 for a size difference of approximately 0.50 acres.

Reconciliations / Final Value Conclusion

As If Assembled Grid: The sales are very close in value having a close value range of \$141,000 to 142,000 with Sale 2 representing the mid-range of \$141,500. Sale 2 is the most comparable sale in size not requiring any adjustments sale indicating that the subject's market value As-if-unassembled is **\$141,500**.

As Is Grid: The sales are very close in value having a close value range \$133,500 to \$134,500 for Sales 3 and 1, which are superior in size warranting respective adjustments of -\$2,500. Sale 2 at \$137,500 was adjusted -\$7,500 for size representing the value midrange of \$134,000. The indicated value of the subject as if un-assembled is **\$134,000**.

Value Reconciliation: As Assembled with the State 1.01 acre parcel as a 3.178- acre lot: **\$141,500**

As Is without State 1.01 acre parcel as 1.478-acre lot: **\$134,500**

Difference/ Contributory Value = \$7,000

Conclusion: Disregarding the proposed project, I estimate the *Contributory Value* of the subject site as of August 9, 2012 to be **\$ 7,000**.

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 Uniform Standards of Professional Appraisal Practice.
- I have made a personal inspection of the exterior of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to me.

There is a *Contributory Value* estimate of \$7,000 resulting from the acquisitions.

James T. Minichiello

James T. Minichiello
Appraiser

10/22/12

Date

Biennial Report
of the
Long Range Capital Planning and Utilization Committee

To

His Excellency, Governor John Lynch

and the Honorable Council

The Honorable Peter Bragdon, President of the Senate

The Honorable William O'Brien, Speaker of the House

December 1, 2012

Representative John A. Graham, Chairman

COMMITTEE MEMBERS

Representative John A. Graham, Chairman

Senator John Barnes, Jr., Vice Chairman

Representative David B. Campbell, Clerk

Representative Carl W. Seidel

Representative Gene G. Chandler

Representative John R. Cloutier, Alternate

Representative Christopher F. Nevins, Alternate

Senator John T. Gallus

Senator James B. Rausch

Senator Sylvia B. Larsen

Jamie Richardson/John Beardmore, Governor's Office, Designee

Linda M. Hodgdon, Commissioner, Department of Administrative Services-Non-Voting

Christopher Clement, Commissioner, Department of Transportation-Non-Voting

In accordance with RSA 17-M, the Long Range Capital Planning and Utilization Committee submits the following recommendations and report of the committee's activities during the period, December 1, 2010 through November 30, 2012.

Property Disposal/Leasing Committee Actions:

For the two-year period ending November 30, 2012, the Committee, in accordance with RSA 4:40, 4:39-c and 228:57, authorized property sales of \$13,993,850 and entered into leases/easements of state property totaling \$1,046,916 per year. Actual sales during the period totaled \$1,024,000, and administrative fees assessed on actual sales totaled \$11,000. A listing of all actions by the current committee on the sale and lease of state-owned properties is attached.

Legislative Update:

In the 2011 and 2012 legislative sessions, four bills were passed related to the Long Range Capital Planning and Utilization Committee.

Chapter 199, Laws of 2011, effective June 15, 2011, provides the Board of Trustees of the Community College System of New Hampshire to enter into a contract for the sale of real property with the prior approval of the long range capital planning and utilization committee and governor and council, provided that the state shall retain the right of first refusal in any proposed sale of real property. This paragraph shall not apply to real property acquired by the community college system of New Hampshire after the effective date of this paragraph.

Chapter 224, Laws of 2011, effective July 1, 2011, provides that the sale of the former Laconia state school property and the former Laconia state school and training center property, shall be subject to the requirements of RSA 4:40, except that review and approval of the sale of the property by the council on resources and development and the long range capital planning and utilization committee shall not be required.

Chapter 253, Laws of 2011, effective July 1, 2011, provides that the \$2.1 million appropriation for the construction of a liquor store in Manchester shall be subject to negotiation by the liquor commission with the city of Manchester, and approval by the capital budget overview committee, up to the amount appropriated, and any lease of land to be used by the liquor commission for the purposes of constructing such store shall be reviewed and approved by the long range capital planning and utilization committee prior to submission to the governor and council for approval.

Chapter 254, Laws of 2012, effective June 18, 2012, requires that on or before July 1, 2013, and biennially thereafter, each state agency, as defined in RSA 21-G:5, III, shall make a report identifying all real property owned or leased by the agency. For each parcel owned by the agency, the report shall include any reversion provisions, conservation or other easements, lease arrangements with third parties, and any other agreement that may affect the future sale of the property. For each parcel leased by the agency, the report shall include the lease term. Each state agency shall file the report with the governor, the senate president, the speaker of the house of representatives, the chairperson of the senate capital budget committee, the

chairperson of the house public works and highways committee, the chairperson of the long range capital planning and utilization committee established in RSA 17-M:1, and the commissioner of the department of administrative services.

Recommendation of Further Statutory Changes:

The Committee would also like to recommend the Legislature repeal the Committee's authority under RSA 17-M:2, I(b) to oversee the implementation of the "Master Plan for the New Hampshire Hospital Campus" dated October 31, 1994, and make recommendations for improvements in the buildings on the campus for the effective management of the campus since the Committee has not been involved in such decisions for several years, and further believes these decisions are policy decisions to be made by the full Legislature.

Agency Capital Budget Requests:

Agency capital budget requests, as presented during the Governor's capital budget hearings for the 2014-2015 biennium, included general funded project requests of \$410.7 million, and \$89.6 million of federal projects, highway funded projects, and projects supported by other funds resulting in \$500.3 million of total project requests. The agencies requesting more than \$20.0 million include: \$25.5 by the Department of Information Technology; \$33.5 million by the Department of Administrative Services; \$60.9 million by the Department of Corrections; \$42.4 million by the Department of Health and Human Services; \$21.7 million by the Department of Education; \$31.3 million by the Community Colleges System of New Hampshire; and \$180.0 million by the University System of New Hampshire. These requests are not final and may change as the requests continue through the legislative budget process.

The Long Range Capital Planning and Utilization Committee states that given the magnitude of the agency requests and balancing the use of bonding in an environment of historic low interest rates while maintaining the State's bond rating, the Committee recommends that agencies give priority to projects that will comply with federal regulations, enhance education, provide facilities for the State's citizens and State employees, encourage tourism, eliminate hazardous waste, enhance the information technology infrastructure, provide clean water and protect the integrity of the environment.

**Long Range Capital Planning and Utilization Committee Log
Calendar Year 2011**

LRCPU Number	Agency	Statutory Authority	Comments	Approved	Status	Listing Price	Final Sale Price
11-001	DRED	RSA 4:40	authorization to exchange at no cost to the State the 19-acre state property known as "Craney Hill State Forest" in the Town of Henniker for a 48.5-acre parcel of land known as the "Milliken Lot", abutting Annett State Forest in the Town of Rindge, as specified in the request dated 01/24/11	1/26/2011 amended to waive the \$1,100 Administrative Fee	Completed	\$215,000	\$215,000
11-002	DRED	RSA 4:40	authorization to grant a 20' x 20' utility easement, at no cost to the State, to Unitil for the installation and maintenance of a pad mount transformer at Hampton Beach State Park, as specified in the request dated 01/24/11	1/26/2011	Completed (PSNH paid \$1,100 Administrative Fee)		
11-003	Fish & Game	RSA 4:40	authorization to exchange, at no cost, the fee interest in a 9.8 +/- acre parcel called the Milton Wildlife Management Area (WMA) to the Carl Siemon Family Charitable Trust (CSFCT) for a conservation easement on a minimum of 310 +/- acres of forest land adjacent to and including the WMA parcel, subject to the conditions as specified in the request dated 01/13/11	1/26/2011 amended for a conservation easement on a minimum of 366 +/- acres, not 310 +/- acres	Completed conservation easement on 367 acres 8/23/2011		
11-004	DOT, Bureau of Right-of-Way	RSA 4:39-b	authorization to enter into a 20-year lease agreement with the NH Fish & Game Department to lease a 3,000 +/- square foot portion of the State owned NH Route 11 Right of Way located on the northerly side of NH Route 11 in the City of Franklin to NH Fish & Game at no cost, as specified in the request dated 01/21/11	1/26/2011	Completed		
11-005	Long Range Capital Planning & Utilization Committee		References in Statute	1/26/2011	Informational		

**Long Range Capital Planning and Utilization Committee Log
Calendar Year 2011**

LRCPUC Number	Agency	Statutory Authority	Comments	Approved	Status	Listing Price	Final Sale Price
11-006	CORD		Two (2) Memorandums regarding Surplus Land Review for; Henniker SLR 10-003, and Hampton SLR 10-004	1/26/2011	Informational		
11-007	Long Range Capital Planning & Utilization Committee	RSA 17-M	Biennial Report, December 1, 2010	1/26/2011	Informational		
11-008	DOT, Bureau of Right-of-Way	RSA 4:39-c	request approval to extend the listing agreement with Coldwell Banker Residential Brokerage/Derry, allow negotiations within the Committee's current policy guidelines for a term of six (6) months, to sell a 5.63 acre parcel of State owned land located on the easterly side of NH Route 125 in the Town of Kingston for \$60,000, plus an Administrative Fee of \$1,100, and subject to the conditions as specified in the Department's request dated January 28, 2011 (LRCP 09-010 approved 04/21/09 and subsequently amended by LRCP 10-004 approved 01/26/10)	3/22/2011	See LRCPUC 12-002		

**Long Range Capital Planning and Utilization Committee Log
Calendar Year 2011**

LRCPU Number	Agency	Statutory Authority	Comments	Approved	Status	Listing Price	Final Sale Price
11-009	DOT, Bureau of Right-of-Way	RSA 4:39-c	request approval to amend the listing price from \$34,900 to a minimum bid of \$25,000, which would include an \$1,100 Administrative Fee, and amend the sale procedure from listing with Great North Woods Realty to advertising the property for sale by sealed bid process with minimum bid requirement for the sale of a 0.22 acre parcel of land improved with a historic 1 1/2 story wood framed house located at 19 Prospect Street (US Route 3) in the Town of Lancaster, subject to the conditions as specified in the Department's request dated February 1, 2011 (LRCP 10-066 approved 11/15/10)	3/22/2011	1) Advertised for sale, 2) Received bid, 3) Buyer declined to pursue purchase, 4)Department is having the property reevaluated concerning the proposed historic covenants on the property	\$25,000	
11-010	DOT, Bureau of Right-of-Way	RSA 4:39-c	request approval to amend the listing price from \$125,000 to \$110,000, allowing negotiations within the Committee's current policy guidelines, and assess an Administrative Fee of \$1,100, and extend the listing agreement with Better Homes and Gardens/The Masiello Group of Keene for a term of six (6) months for the sale of an 8.17 acre parcel of land improved with a historic two-story New Englander style house located at 30 Fitzwilliam Road (NH Route 12) in the Town of Troy, subject to the conditions as specified in the Department's request dated January 28, 2011 (LRCP 10-029 approved 04/13/10)	3/22/2011	See LPCPUC 11-037		

**Long Range Capital Planning and Utilization Committee Log
Calendar Year 2011**

LRCPU Number	Agency	Statutory Authority	Comments	Approved	Status	Listing Price	Final Sale Price
11-011	CORD		Three (3) Memorandums regarding Surplus Land Review for; Warren SLR 11-001, Littleton SLR 11-002, and Lebanon SLR 11-003	3/22/2011	Informational		
11-012	Fish & Game	RSA 4:40	authorization to provide NH Electrical Cooperative (NHEC) a permanent utility right of way easement 30' wide for 175 feet from NHEC pole #7223 to a new pole with two guy wires and a 10' wide by 8' long utility right-of-way easement for an underground service wire from the new pole location to a new meter located at the Warren Fish Hatchery, Old Route 25, Warren, at no cost to the State and further request authorization to waive the \$1,100 Administrative Fee, as specified in the Department's request dated February 23, 2011	3/22/2011	Completed 4/14/2011		
11-013	DOT, Bureau of Right-of-Way	RSA 4:39-c	authorization to amend the listing price from \$160,000 to \$130,000, and assess an Administrative Fee of \$1,100, and further authorization to renew the listing agreement with Keller Williams Coastal Realty, for a term of six (6) months once their current listing agreement expires, to sell a 0.28 +/- acre parcel of State owned land located on the northeasterly corner of Maplewood Avenue and Interstate 95 in the City of Portsmouth, subject to the conditions as specified in the Department's request dated February 15, 2011 (LRCP 10-028 approved April 13, 2010)	3/22/2011	Sold	\$131,100	\$130,000

**Long Range Capital Planning and Utilization Committee Log
Calendar Year 2011**

LRCPU Number	Agency	Statutory Authority	Comments	Approved	Status	Listing Price	Final Sale Price
11-014	DOT, Bureau of Right-of-Way	RSA 4:39-c	authorization to amend the listing price from \$225,000 to \$175,000, allowing negotiations within the Committee's current policy guidelines and assess an additional Administrative Fee of \$1,100, to sell a 4.5 +/- acre parcel of State owned land located between the easterly side of NH Route 106 and the northwesterly side of Staniels Road in the Town of Loudon, listed with H.G. Johnson Real Estate through June 8, 2011, subject to the conditions as specified in the Department's request dated February 17, 2011 (LRCP 09-046 approved October 20, 2009 and subsequently amended by LRCP 10-063 approved November 15, 2010)	3/22/2011	See LRCPUC 11-019		
11-015	DOT, Bureau of Right-of-Way	RSA 4:39-c	authorization to amend the listing price from \$220,000 to \$145,000, allowing negotiations within the Committee's current policy guidelines and assess an additional Administrative Fee of \$1,100, to sell a 1.36 acre parcel of State owned land improved with a single-family house located at 16 Roulston Road in the Town of Windham, listed with Century 21 D'Amico and Munoz through July 4, 2011, subject to the conditions as specified in the Department's request dated March 1, 2011 (LRCP 10-041 approved April 13, 2010)	3/22/2011	See LRCPUC 11-021		

Long Range Capital Planning and Utilization Committee Log
Calendar Year 2011

LRCPU Number	Agency	Statutory Authority	Comments	Approved	Status	Listing Price	Final Sale Price
11-016	DOT, Bureau of Rail and Transit	RSA 4:40, RSA 228:67	authorization is requested to grant a permanent utility easement over 105,750 square feet (7,050' x 15') on the State-owned Ashuelot Branch railroad corridor in Winchester to the Clean Power Development LLC for \$23,800 and assess an Administrative Fee of \$1,100, subject to the conditions as specified in the Department's request dated March 15, 2011, <u>Additional Information</u> , request to Withdraw the item as specified in the Department's request dated August 10, 2011	Tabled 05/10/2011 and 06/21/2011 Withdrawn by agency 8/23/2011	Withdrawn		
11-017	DOT, Bureau of Right-of-Way	RSA 4:39-c	authorization is requested to sell a 0.7 +/- acre parcel of State owned land located on the easterly side of Bailey Road, in the Town of Chichester directly to the abutter, Chucksters, LLC, for \$21,000, which includes an Administrative Fee of \$1,100, and subject to the conditions as specified in the Department's request dated March 11, 2011	5/10/2011	G&C Approved Closing on Hold	\$21,000	

**Long Range Capital Planning and Utilization Committee Log
Calendar Year 2011**

LRCPU Number	Agency	Statutory Authority	Comments	Approved	Status	Listing Price	Final Sale Price
11-018	DOT, Bureau of Right-of-Way	RSA 4:39-c	authorization to amend the listing price from \$265,000 to \$245,000, assess an Administrative Fee of \$1,100 and allow negotiations within the Committee's current policy guidelines, to sell a 0.533 acre parcel of State owned land improved with a single-family residence located at 17 Elizabeth Lane in the Town of Salem, currently listed with Better Homes and Gardens / The Masiello Group, as specified in the Department's request dated March 31, 2011 (LRCP 07-041 amended and approved September 25, 2007 and LRCP 10-052 approved September 22, 2010)	05/10/2011 Amended to sell for \$229,500, not \$245,000, plus assess an \$1,100 Administrative Fee and allow negotiations within Committee guidelines	Sold	\$230,600	\$239,500
11-019	DOT, Bureau of Right-of-Way	RSA 4:39-c	request approval to extend the listing agreement with H.G. Johnson Real Estate, allowing negotiations within the Committee's current policy guidelines for a term of six (6) months, to sell a 4.5 +/- acre parcel of State owned land located between the easterly side of NH Route 106 and the northwesterly side of Staniels Road in the Town of Loudon for \$175,000, plus an Administrative Fee of \$1,100, and subject to the conditions as specified in the Department's request dated April 19, 2011 (LRCP 09-046 approved 10/20/09 and subsequently amended by LRCP 10-063 approved 11/15/10 and further amended by LRCP 11-014 approved 03/22/11)	5/10/2011	See LRCPUC 11-041		

**Long Range Capital Planning and Utilization Committee Log
Calendar Year 2011**

LRCPU Number	Agency	Statutory Authority	Comments	Approved	Status	Listing Price	Final Sale Price
11-020	DOT, Bureau of Right-of-Way	RSA 4:39-c	request approval to extend the listing agreement with H.G. Johnson Real Estate, allowing negotiations within the Committee's current policy guidelines for a term of six (6) months, to sell a 1.4 acre parcel of State owned land located between the easterly side of Bible Hill Road in the Town of Hillsborough for \$70,000, plus an Administrative Fee of \$1,100, and subject to the conditions as specified in the Department's request dated April 19, 2011 (LRCP 09-042 approved 09/15/09 and subsequently amended by LRCP 10 064 approved 11/15/10)	05/10/2011 Amended to sell for \$50,000, not \$70,000	See LRCPUC 11-045		
11-021	DOT, Bureau of Right-of-Way	RSA 4:39-c	request approval to extend the listing agreement with Century 21 D'Amico and Munoz, allowing negotiations within the Committee's current policy guidelines for a term of six (6) months, to sell a 1.36 acre parcel of State owned land improved with a single-family house located at 16 Roulston Road in the Town of Windham for \$145,000, plus an Administrative Fee of \$1,100, and subject to the conditions as specified in the Department's request dated April 19, 2011 (LRCP 10-041 approved 06/15/10 and subsequently amended by LRCP 11-015 approved 03/22/10)	5/10/2011	Sold	\$146,100	\$130,500

**Long Range Capital Planning and Utilization Committee Log
Calendar Year 2011**

LRCPU Number	Agency	Statutory Authority	Comments	Approved	Status	Listing Price	Final Sale Price
11-022	DOT, Bureau of Right-of-Way	RSA 4:39-c	request approval to extend the listing agreement with H.G. Johnson Real Estate for a term of six (6) months, to sell a 4.3 acre parcel of State owned land located at the southeast intersection of NH Route 123 and Cobb Hill Road in the Town of Alstead at a value no less than \$42,500, which includes an Administrative Fee of \$1,100, and as specified in the Department's request dated April 19, 2011 (LRCP 09-032 approved 06/23/09 and subsequently amended by LRCP 11-053 approved 09/22/10)	05/10/2011 Amended to sell for \$42,500, plus assess an \$1,100 Administrative Fee and allow negotiations within Committee guidelines, at a value no less than \$42,500, which includes an Administrative Fee of \$1,100			See LRCPUC 11-043
11-023	DOT, Bureau of Right-of-Way	RSA 4:39-c	request approval to extend the listing agreement with H.G. Johnson Real Estate, allowing negotiations within the Committee's current policy guidelines for a term of six (6) months, to sell a 0.7 acre parcel of State owned land located at the northeasterly corner of Bible Hill Road in the Town of Hillsborough for \$42,500, plus an Administrative Fee of \$1,100, and subject to the conditions as specified in the Department's request dated April 19, 2011 (LRCP 09-043 approved 09/15/09 and subsequently amended by LRCP 10-065 approved 11/15/10)	5/10/2011			See LRCPUC 11-041

**Long Range Capital Planning and Utilization Committee Log
Calendar Year 2011**

LRCPU Number	Agency	Statutory Authority	Comments	Approved	Status	Listing Price	Final Sale Price
11-024	DOT, Bureau of Right-of-Way	RSA 4:39-c	authorization to amend the listing price from \$120,000 to \$99,000, and assess an Administrative Fee of \$1,100, allowing negotiations within the Committee's current policy guidelines, and further authorization to extend the listing agreement with Gold Eagle Realty, LLC, for a term of six (6) months, to sell a 3.6 acre parcel of State owned land located on the southerly side of US Route 4 in the Town of Chichester, subject to the conditions as specified in the Department's request dated April 21, 2011 (LRCP 09-040 approved September 15, 2009 and subsequently amended LRCP 10-061 approved November 15, 2010)	6/21/2011	See LRCPUC 12-008		
11-025	Office of The Adjutant General	RSA 4:40	authorization to surplus a 0.15 acre parcel of land located at the Littleton Armory property in the Town of Littleton and convey the 0.15 acre parcel to Ms. Dale Gilbert, the abutter, 200 Dells Road, Littleton, NH, 03561 at no cost and further authorization to waive the \$1,100 Administrative Fee, as specified by the Department in the request dated April 25, 2011	5/10/2011	Completed		

**Long Range Capital Planning and Utilization Committee Log
Calendar Year 2011**

LRCPU Number	Agency	Statutory Authority	Comments	Approved	Status	Listing Price	Final Sale Price
11-026	DOT, Bureau of Rail and Transit	RSA 4:40 & RSA 228:67	request to lease for 5,600 square feet of the State-owned Mountain Division Railroad corridor in Conway to Arthur's Memorials for \$1,900 per year for twenty years, with a provision to negotiate a new rate after 10 years based on current property values and assess a \$1,100 Administrative Fee, as specified in the request dated 05/25/11.	6/21/2011	Lease approved by G&C (\$1,900 per year for twenty years)		
11-027	Administrative Services	RSA 4:40	request to enter into a listing agreement for a term of one (1) year with Gallo Realty Group NH for the sale of two (2) properties located in the City of Manchester at: 1164 River Road with a single family Colonial home on 0.43 acres at the proposed listing price of \$130,00 and 1188 River Road with a single family New Englander home on 0.35 acres at the proposed listing price of \$110,000, and assess an Administrative Fee of \$1,100 for each sale and authorization to negotiate within the Committee's current policy guidelines, as specified in the Department's request dated August 5, 2011	8/23/2011		\$242,200	
11-028	DOT, Bureau of Right-of-Way	RSA 4:39-c	request to sell a parcel of State owned land containing approximately two (2) acres located along the northerly side of NH Route 10 in the Town of Piermont by a sealed bid process with a minimum bid requirement of \$25,100, which includes an Administrative Fee of \$1,100, as specified in the Department's request dated July 29, 2011	8/23/2011	To be advertised for sale	\$25,100	

**Long Range Capital Planning and Utilization Committee Log
Calendar Year 2011**

LRCPU Number	Agency	Statutory Authority	Comments	Approved	Status	Listing Price	Final Sale Price
11-029	Administrative Services	RSA 4:40	request to enter into a three (3) year Use of Premises Agreement with the County of Hillsborough for which the County shall pay in total \$345,248 for 9,433 square feet of office space located on state owned property located in the Hillsborough County Superior Courthouse (North), Manchester from October 1, 2011 to September 31, 2014, for the schedule of annual rent as specified in the request dated August 5, 2011	8/23/2011	Rental Agreement in force - Approved by G&C 9/28/2011		
11-030	DOT, Bureau of Right-of-Way	RSA 4:39-c	request approval to sell approximately a 2.5 acre parcel of State owned land located near the northeast side of Boynton Road in the Town of Meredith to the abutters by a sealed bid process with a minimum bid price of \$14,300, which includes the Administrative Fee of \$1,100, as specified by the Department in the request dated August 10, 2011	8/23/2011	Sold	\$14,300	\$14,500
11-031	DOT, Bureau of Right-of-Way	RSA 4:39-c	request approval to remove the Town Conservation Deed restriction over a 2.1 +/- acre parcel of land owned by the Town of Hudson located near the southwesterly corner of Central Street (NH Route 111) and Kimball Hill Road in the Town of Hudson for \$76,000 and assess an additional \$1,100 Administrative Fee, as specified in the Department's request dated August 15, 2011	8/23/2011	See LRCPU 12-039		

**Long Range Capital Planning and Utilization Committee Log
Calendar Year 2011**

LRCPU Number	Agency	Statutory Authority	Comments	Approved	Status	Listing Price	Final Sale Price
11-032	DOT, Bureau of Right-of-Way	RSA 4:39-c	request approval to enter into a listing agreement with Coldwell Banker, allowing negotiation within Committee's current policy guidelines, for a term of one (1) year to sell a 4.4 +/- acre parcel of State owned land located on the corner of Radburn Street, Smyth Road, and mammoth Road, with the parcel also being located on the easterly side of Interstate 93 in the City of Manchester for \$250,000, plus an \$1,000 Administrative Fee, subject to the conditions as specified in the Department's request dated 09/26/11	11/3/2011	See LPCPUC 12-045		
11-033	DOT, Bureau of Right-of-Way	RSA 4:39-c	request approval to enter into a listing agreement with CB Richard Ellis-New England, allowing negotiation within Committee's current policy guidelines, for a term of one (1) year to sell a 2.49 +/- acre vacant parcel of State owned land located at the southerly side of US Route 4 in the Town of Chichester for \$50,000, plus an \$1,000 Administrative Fee, subject to the conditions as specified in the Department's request dated 09/26/11	11/3/2011	Listed with realtor.	\$51,100	

**Long Range Capital Planning and Utilization Committee Log
Calendar Year 2011**

LRCPU Number	Agency	Statutory Authority	Comments	Approved	Status	Listing Price	Final Sale Price
11-034	DOT, Bureau of Right-of-Way	RSA 4:39-c	request approval to enter into a listing agreement with Real Living/The Norwood Group, allowing negotiation within Committee's current policy guidelines, for a term of one (1) year to sell a 6.5 +/- acre parcel of State owned land located on the southerly side of Merrimack Road and the easterly side of NH Route 101 in the Town of Amherst for \$200,000, plus an \$1,000 Administrative Fee, subject to the conditions as specified in the Department's request dated 09/26/11	11/3/2011	Sold	\$201,100	\$200,000
11-035	DRED	RSA 4:40	request approval to grant a 30' wide (.4 acres) utility easement to the Town of Tamworth for a new underground power line in the Hemenway State Forest, at no cost to the State, and further authorization to grant a 30' wide (.8- acres) utility easement to Public Service of New Hampshire (PSNH) for an existing power line on state property known as Hemenway State Forest, at no cost to the State, and request to waive the \$1,100 administrative fee for both easements, as specified in the Department's request dated 09/13/11	11/3/2011 rec'd Replacement	Completed (PSNH paid \$1,100 Administrative Fee/Town of Tamworth was exempted)		

**Long Range Capital Planning and Utilization Committee Log
Calendar Year 2011**

LRCPU Number	Agency	Statutory Authority	Comments	Approved	Status	Listing Price	Final Sale Price
11-036	Administrative Services	RSA 4:40	request to enter into a three (3) year Use of Premises Agreement with the Town of Jaffrey, for which the Town shall pay in total \$11,598 for use of 268 square feet of office space located on state owned property located in the Jaffrey-Peterborough District Courthouse, 84 Peterborough Street, Jaffrey from November 1, 2011 to October 31, 2014, for the schedule of annual rent as specified in the request dated September 21, 2011	11/3/2011	Rental Agreement in force - Approved by G&C 12/14/2011		
11-037	DOT, Bureau of Right-of-Way	RSA 4:39-c	authorization to amend the listing price from \$110,000 to \$90,000, and assess an Administrative Fee of \$1,100, allowing negotiations within the Committee's current policy guidelines, and further authorization to extend the listing agreement with Better Homes and Gardens/The Masiello Group of Keene, for a term of six (6) months, to sell a 8.17 acre parcel of State owned land improved with a two-story New Englander style house located at 30 Fitzwilliam Rd (NH Route 12) in the Town of Troy, subject to the conditions as specified in the Department's request dated October 18, 2011 (LRCP 10-029 approved April 13, 2010 and subsequently amended LRCP 11-010 approved March 22, 2011)	11/3/2011	See LRCPU 12-046		
11-038	CORD		1 Surplus Land Review; Tamworth 11-005	11/3/2011	Informational		
11-039	DOT, Bureau of Right-of-Way		Update and Proposal to Market Two (2) Parcels of State Owned Land for Sale in Windham	11/3/2011	Informational		

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LRCPUC Number	Agency	Statutory Authority	Comments	Approved	Status	Listing Price	Final Sale Price
11-040	DOT, Bureau of Right-of-Way	RSA 4:39-c	authorization to sell approximately 5 acres of State owned land, improved with a historic two (2) story farmhouse located on the southerly side of NH Route 101 in the Town of Exeter to Edward J. Conner, or assigns, for \$120,000 and an \$1,100 Administrative Fee, subject to the conditions as specified in the Department's request dated November 17, 2011	1/31/2012	G&C approved. Buyer in due diligence period	\$121,100	
11-041	DOT, Bureau of Right-of-Way	RSA 4:39-c	authorization to amend the listing price from \$42,500 to \$34,900, and assess an Administrative Fee of \$1,100, allowing negotiations within the Committee's current policy guidelines, and further authorization to extend the listing agreement with H.G. Johnson Real Estate, for a term of six (6) months, to sell a 0.7 acre parcel of State owned land located at the northeasterly corner of Bible Hill Road and Harvey Way in the Town of Hillsborough, subject to the conditions as specified in the Department's request dated November 2, 2011 (LRCP 09-043 approved September 15, 2009 and subsequently amended LRCP 10-063 approved November 15, 2010 and LRCP 11-023, approved May 10, 2011)	1/31/2012	Listing Agreement has expired. The Department is evaluating on whether to request a new market analysis	\$36,000	

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Calendar Year 2011**

LRCPU Number	Agency	Statutory Authority	Comments	Approved	Status	Listing Price	Final Sale Price
11-042	DOT, Bureau of Right-of-Way	RSA 4:39-c	authorization to sell an approximately 0.65 of an acre parcel of State owned land located at the southwesterly corner of US Route 4/US Route 202 and Black Hall Road in the Town of Epsom by a sealed bid process to the general public with a minimum bid requirement of \$49,200, which would include an \$1,100 Administrative Fee, subject to the conditions as specified in the Department's request dated November 16, 2011	1/31/2012	Advertised for sale by sealed bid. No bids received. Parcel best suited for abutter	\$49,200	
11-043	DOT, Bureau of Right-of-Way	RSA 4:39-c	authorization to amend the listing price from \$42,500 to \$39,900, and assess an Administrative Fee of \$1,100, allowing negotiations within the Committee's current policy guidelines, and further authorization to extend the listing agreement with H.G. Johnson real Estate for a term of six (6) months, to sell a 4.3 acre parcel of State owned land located at the southeast intersection of NH Route 123 and Cobb Hill Road in the Town of Alstead, as specified in the Department's request dated November 2, 2011 (LRCP 09-032 approved June 23, 2009 and subsequently amended LRCP 10-053 approved September 22, 2010 and further amend by LRCP 11-022 approved May 10, 2011)	1/31/2012	Listing Agreement has expired on September 7, 2012. The Department is evaluating on whether to request a new market analysis	\$41,000	

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Calendar Year 2011**

LRCPU Number	Agency	Statutory Authority	Comments	Approved	Status	Listing Price	Final Sale Price
11-044	DOT, Bureau of Right-of-Way	RSA 4:39-c	authorization to extend the listing agreement with H.G. Johnson Real Estate, for a term of six (6) months, to sell a 4.5 +/- acre parcel of State owned land located between the easterly side of NH Route 106 and the northwesterly side of Staniels Road in the Town of Loudon at the current listing price of \$175,000, with an additional Administrative Fee of \$1,100, allowing negotiations within the Committee's current policy guidelines, subject to the conditions as specified in the Department's request dated October 25, 2011 (LRCP 09-046 approved October 20, 2009 and subsequently amended by LRCP 10-063 approved November 15, 2010 and further amended by LRCP 11-019 approved May 10, 2011)	1/31/2012	Listing Agreement has expired on September 7, 2012. The Department is evaluating on whether to request a new market analysis	\$176,100	

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Calendar Year 2011**

LRCPU Number	Agency	Statutory Authority	Comments	Approved	Status	Listing Price	Final Sale Price
11-045	DOT, Bureau of Right-of-Way	RSA 4:39-c	authorization to extend the listing agreement with H.G. Johnson Real Estate, for a term of six (6) months, to sell a 1.4 acre parcel of State owned land located on the easterly side of bible Hill Road in the Town of Hillsborough at the current listing price of \$50,000, with an additional Administrative Fee of \$1,100, allowing negotiations within the Committee's current policy guidelines, subject to the conditions as specified in the Department's request dated October 31, 2011 (LRCP 09-042 approved September 15, 2009 and subsequently amended by LRCP 10 064 approved November 15, 2010 and further amended by LRCP 11-020 approved May 10, 2011)	1/31/2012	Listing Agreement expires on September 4, 2012 . The Department is evaluating requesting market analysis	\$51,100	
11-046	CORD		Four (4) Memorandums regarding Surplus Land Review for; Allentown SLR 11-006, Manchester SLR 11-007, Concord SLR 11-009, and Concord SLR 11-010	1/31/2012	Informational		
11-047	CORD	RSA 162-C:4	Memo of availability of CORD Meeting Minutes on line	1/31/2012	Informational		
11-048	DOT, Bureau of Right-of-Way	RSA 4:39-c	authorization to sell a 3 +/- acre parcel of State owned land located on the westerly side of Berry Road in the Town of New Durham for \$36,100, which includes an Administrative Fee of \$1,100, as specified in the Departments request dated December 8, 2011	1/31/2012	Sold	\$36,100	\$36,100

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LRCPU Number	Agency	Statutory Authority	Comments	Approved	Status	Listing Price	Final Sale Price
11-049	DRED	RSA 4:40 and 227-H:3	authorization to exchange at no cost to the State 0.19 acres of Bear Brook State Park for 0.19 acres of land owned by Shannon and Mana Groves which will become a part of Bear Brook State Park, as specified in the request dated 12/05/11	1/31/2012	Completed (\$1,100 Administrative Fee paid)		
					TOTAL - LISTINGS	\$1,813,200	
					TOTAL - SOLD		\$750,600

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LRCPU Number	Agency	Statutory Authority	Comments	Approved	Status	Listing Price	Final Sale Price
12-001	DOT, Bureau of Right-of-Way	RSA 4:39-c	authorization to amend the listing price from \$189,000 to \$132,000, and assess an Administrative Fee of \$1,100, allowing negotiations within the Committee's current policy guidelines, and further authorization to extend the listing agreement with Shea Commercial Properties, Inc. for a term of six (6) months, to sell a 0.58 +/- acre parcel of State owned land located at the southeasterly corner of NH Route 28 and Harris Road in the Town of Windham, subject to the conditions as specified in the Department's request dated January 11, 2012 (LRCP 10-059 approved November 15, 2010)	1/31/2012	See LRCPU 12-047		
12-002	DOT, Bureau of Right-of-Way	RSA 4:39-c	authorization to amend the listing price from \$60,000 to \$41,900, and assess an Administrative Fee of \$1,100, allowing negotiations within the Committee's current policy guidelines, and further authorization to extend the listing agreement with Coldwell Banker Residential Brokerage/Derry for a term of six (6) months, to sell a 5.63 acre parcel of State owned land located on the easterly side of NH Route 125 in the Town of Kingston, subject to the conditions as specified in the Department's request dated January 11, 2012 (LRCP 09-010 approved April 21, 2009, and subsequently amended by LRCP 10-004, approved January 26, 2010, and further amended by LRCP 11-008, approved March 22, 2011)	1/31/2012	Listing Agreement Expired August 14, 2012. Department evaluating next step.	\$43,000	

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LRCPU Number	Agency	Statutory Authority	Comments	Approved	Status	Listing Price	Final Sale Price
12-003	DOT, Bureau of Right-of-Way	RSA 4:39-c	request approval to enter into a listing agreement with RE/MAX Presidential, allowing negotiation within Committee's current policy guidelines, for a term of one (1) year to sell a 11.3 +/- acre parcel of State owned land located on the westerly side of the North/South Local Road in the Town of Conway for \$55,000, plus an \$1,100 Administrative Fee, subject to the conditions as specified in the Department's request dated January 10, 2012	1/31/2012	Completed	\$56,100	\$56,100
12-004	Administrative Services	RSA 4:40	request approval to enter into a 10 year lease agreement with the Lake Sunapee Group, 9 Main Street, Newport, NH (the "Landlord") in an amount not to exceed \$600,000, for @ 4,191 square feet of space to be provided in an existing building located at 13 Antrim Street, Hillsborough, NH, effective 03/01/12 with occupancy and rental commencing three (3) months thereafter on June 1, 2012, and expiring 10 years later on May 31, 2022, for the schedule of annual rent as specified in the request dated 01/09/12	1/31/2012	Lease Agreement in force - Approved by G&C 2/22/2012		

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LRCPU Number	Agency	Statutory Authority	Comments	Approved	Status	Listing Price	Final Sale Price
12-005	Administrative Services	RSA 4:40	request to enter into a three (3) year Use of Premises Agreement with Coos County for which the County shall pay in total \$154,369.56 for 6,023 square feet of office space located on State owned property located on the lower level of the Coos County Superior Courthouse, 55 School Street, Lancaster from June 1, 2012 to May 31, 2015, for the schedule of annual rent as specified in the request dated January 10, 2012	1/31/2012	Rental Agreement in force - Approved by G&C 2/8/2012		
12-006	CORD		2 Surplus Land Reviews; Manchester 11-008 and Nashua 11-011	1/31/2012	Informational		
12-007	DOT, Bureau of Right-of-Way	RSA 4:39-c	request approval to sell a 2.35 +/- acre parcel of State owned land located on the westerly side of West Village Road in the Town of Milan for \$3,900, which includes an \$1,100 Administrative Fee, subject to the conditions as specified in the Department's request dated January 26, 2012	4/3/2012	Sold	\$3,900	\$3,900

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Calendar Year 2012

LRCPU Number	Agency	Statutory Authority	Comments	Approved	Status	Listing Price	Final Sale Price
12-008	DOT, Bureau of Right-of-Way	RSA 4:39-c	authorization to extend the listing agreement with Gold Eagle Realty, LLC for an additional term of six (6) months to sell a 3.6 acre parcel of State owned land located on the southerly side of US Route 4 in the Town of Chichester, at the current listing price of \$99,000, allowing negotiations within the Committee's current policy guidelines, and assess an \$1,100 Administrative Fee, as specified in the Department's request dated March 5, 2012 (LRCP 09-040 approved September 15, 2009, and subsequently amended by LRCP 10-061, approved November 15, 2010, and further amended by LRCP 11-024, approved May 10, 2011)	4/3/2012	Listing Agreement Expired October 4, 2012. Department evaluating next step.	\$100,100	
12-009	DOT, Bureau of Right-of-Way	RSA 228:31-b	authorization to transfer 6 +/- acre parcel of State owned land owned by the DOT with improvements located on the easterly side of Bear Notch Road in the Town of Bartlett, to DRED at no cost, subject to the conditions as specified in the Department's request dated March 6, 2012, <u>amended</u> for a two (2) year trial period and return before the Long Range Capital Planning & Utilization Committee at the close of said period for further approval beyond that date	Tabled 04/03/2012 Approved 06/26/2012	Submitted to G&C for approval		

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LRCPU Number	Agency	Statutory Authority	Comments	Approved	Status	Listing Price	Final Sale Price
12-010	DOT, Bureau of Right-of-Way	RSA 4:39-c	request approval to sell an approximately 8 acre parcel of State owned land located near the easterly side of West Road in the Town of Londonderry by a sealed bid process to the abutters with a minimum bid price of \$43,100, which includes an \$1,100 Administrative Fee, subject to the conditions as specified in the Department's request dated March 6, 2012	Denied 4/03/2012			
12-011	DOT, Bureau of Right-of-Way	RSA 4:39-c	request approval to sell an approximately 0.82 acre parcel of State owned land located on the easterly side of US Route 3 in the Town of Bedford by a sealed bid process to the abutters with a minimum bid price of \$181,100, which includes an \$1,100 Administrative Fee, subject to the conditions as specified in the Department's request dated March 6, 2012	4/3/2012	Completed	\$181,100	\$182,300
12-012	DOT, Bureau of Right-of-Way	RSA 4:39-c	request approval to sell a 14,560 square foot acre parcel of the Limited Access Right-of-Way (LAROW) of Interstate 93 located on the easterly side of US Route 3 in the Town of Plymouth directly to Alex Ray, LLC, the sole abutter, for \$31,100, which includes an \$1,100 Administrative Fee, subject to the conditions as specified in the Department's request dated March 9, 2012	4/3/2012	Completed	\$31,100	\$31,100

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LRCPUC Number	Agency	Statutory Authority	Comments	Approved	Status	Listing Price	Final Sale Price
12-013	DOT, Bureau of Right-of-Way	RSA 4:39-c	request approval to sell an approximately 0.7 acre parcel of State owned land with improvements located on the southerly side of Short Falls Road in the Town of Epsom by a sealed bid process to the general public for a minimum bid of \$13,100, which would include an \$1,100 Administrative Fee, subject to the conditions as specified in the Department's request dated March 12, 2012	4/3/2012	See LRCPUC 12-049		
12-014	Administrative Services	RSA 4:40	request approval for a 13 month Field License Agreement with the City of Laconia to utilize the State owned Hank Risley Field in Laconia for your and adult sport practices and as a cark parking lot for sporting events at the adjacent Robbie Mills Park at no cost, subject to the conditions as specified in the Department's request dated March 13, 2012	4/3/2012			
12-015	DOT, Bureau of Right-of-Way	RSA 4:39-c	request approval to sell an approximately 13 +/- acre landlocked parcel of State owned land located near the northerly side of Interstate 93 in the Town of Franconia by a sealed bid process to the abutters with a minimum bid price of \$18,100, which includes an \$1,100 Administrative Fee, subject to the conditions as specified in the Department's request dated March 14, 2012	4/3/2012	G&C approved. Anticipating finalizing sale shortly	\$18,100	
12-016	CORD		3 Surplus Land Reviews; Laconia 12-003, 12-004 & 12-005	4/3/2012	Informational		
12-017	CORD		Memorandum Laconia SLR 12-003, dated 03/15/12	4/3/2012	Informational		

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LRCPU Number	Agency	Statutory Authority	Comments	Approved	Status	Listing Price	Final Sale Price
12-018	CORD	RSA 162-C:4	Memo of availability of CORD Meeting Minutes on line	4/3/2012	Informational		
12-019	DOT, Bureau of Right-of-Way	RSA 4:39-c	request to enter into a listing agreement for a term of one (1) year with NAI Norwood Group for the sale of a 11.7 acre parcel of State owned land with buildings located at 41 Range Road (easterly side of NH Rout 111), just south of Searles Road in the Town of Windham for \$1,250,000, and assess an Administrative Fee of \$1,100, and authorization to negotiate within the Committee's current policy guidelines, and with a descending real estate commission, subject to the conditions as specified in the Department's request dated March 12, 2012	4/3/2012	Approved by G&C October 3, 2012. In due diligence period	\$1,251,100	
12-020	DOT, Bureau of Right-of-Way		re: Policy concerning the extension of listing agreements with Real Estate Professionals marketing property for the DOT	Informational 04/03/2012 - To be taken up as an action item at the 06/26/2012 meetig - Replaced by LRCP 12-025 6/26/2012	Informational		

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LRCPU Number	Agency	Statutory Authority	Comments	Approved	Status	Listing Price	Final Sale Price
12-021	Administrative Services	RSA 4:40	request approval of the Lease Amendment with the Monadnock Economic Development Corporation, 51 Railroad St, Suite 101, Keene, NH to extend the occupancy term and increase the rental rate for the design-build construction of the new Keene Courthouse to house the Keene District and Cheshire County Superior and Probate Courts. The date of occupancy and commencement of rental payments shall be delayed from July 1, 2013-June 30, 2028 to a later date of December 1, 2013-November 30, 2028 and the 15 year rental rate will increase from the original total lease amount of \$8,369,510 to a revised total lease amount of \$9,159,963.84, for the schedule of annual rent as specified in the request dated April 18, 2012	5/8/2012	Lease Agreement in force - Approved by G&C 4/18/2012		
12-022	Atlantic Design Engineers, Inc.	Informational	request for consideration, on behalf of Jericho Power LLC., when scheduling the next meeting in 2012, as specified in the request dated March 28, 2012	5/8/2012	Informational		
12-023	CORD		2 Surplus Land Reviews; Epping 12-002 and Concord 12-006	6/26/2012	Informational		
12-024	CORD	RSA 162-C:4	Memo of availability of CORD Meeting Minutes on line	6/26/2012	Informational		
12-025	DOT, Bureau of Right-of-Way		Policy concerning the extension of listing agreements with Real Estate Professionals marketing property for DOT (replaces LRCP 12-020) as specified in the request dated May 23, 2012	6/26/2012			

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LRCPU Number	Agency	Statutory Authority	Comments	Approved	Status	Listing Price	Final Sale Price
12-026	DOT, Bureau of Right-of-Way	RSA 4:39-c	authorization to sell a 0.89 of an acre (38,087 +/- sq feet) being a portion of the Limited Access Right-of-Way located on the westerly side of the Conway Bypass in the Town of Conway directly to the abutter, Wal-Mart Stores, Inc., for \$276,100, which includes an \$1,100 Administrative Fee, subject to the conditions as specified in the request dated May 31, 2012	6/26/2012	Approved by G&C October 3, 2012	\$276,100	
12-027	CORD		2 Surplus Land Reviews; Newington Dover 12-008 and Berlin 12-009	6/26/2012	Informational		
12-028	Office of Energy and Planning	RSA 4:40	authorization to convey a 50-foot wide easement under the Piscataqua River between Newington and Dover, at no cost to the State, to Granite State Gas Transmission, Inc. of Hampton, NH for an interstate natural gas pipeline and to assess an administrative fee of \$1,100, subject to the conditions as specified in the request dated June 6, 2012, amended with the condition that there be no cost to the Department of Transportation or the State for any part of the relocation of the pipeline	6/26/2012			

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LRCPU Number	Agency	Statutory Authority	Comments	Approved	Status	Listing Price	Final Sale Price
12-029	Administrative Services	RSA 4:40	authorization to extend the term of the existing five (5) year lease agreement with the City of Concord regarding the State-owned real property located at 247-249 Pleasant Street, Concord for an additional four (4) months beyond the expiration of the current lease term on October 2, 2012, to February 2, 2013, the rent would remain unchanged at the rate of One Dollar (\$1.00), as specified in the request dated June 4, 2012 (LRCP 07-038, originally approved October 23, 2007)	6/26/2012			
12-030	Administrative Services		Informational Item regarding transfer management responsibility of 4.03 acres of frontage land along NH Route 106 from abutting Ahern State Park to comply with the minimum road frontage requirements for the Lake Region Facility property (formerly know as the "Laconia State School" campus), dated June 5, 2012	6/26/2012 - Committee requested that item be held over as an action item	Informational		
12-031	DOT, Bureau of Right-of-Way	RSA 4:39-c	authorization to sell a 2.37 +/- acre portion of the Limited Access Right-of-Way located on the westerly side of the Laconia Bypass (US Route 3) in the Town of Gilford directly to Traditional Catholics of New Hampshire for \$13,500, which includes and \$1,100 Administrative Fee, subject to the conditions as specified in the request dated May 31, 2012	6/26/2012	Approved by G&C October 2, 2012	\$13,500	

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LRCPU Number	Agency	Statutory Authority	Comments	Approved	Status	Listing Price	Final Sale Price
12-032	DOT, Bureau of Right-of-Way	RSA 4:39-c	request authorization to transfer a 3,200 +/- square foot parcel of State owned land located at the southeast corner of US Route 3/NH Route 11/NH Route 132 (Main Street) in Tilton to the Town of Tilton at no cost, and request to waive the \$1,100 Administrative Fee, subject to the conditions as specified in the request dated May 31, 2012	6/26/2012	G&C approval. Working towards closing		
12-033	DOT, Bureau of Right-of-Way	RSA 4:39-c	authorization to enter into a listing agreement for a term of one (1) year with Shea Commercial Properties, Inc., with the real estate commission calculated on a descending scale, for the sale of a 28.36 acre parcel of State owned land located at 55 Range Road (easterly side of NH Route 111) in the Town of Windham for \$3,400,000, assess an \$1,100 Administrative Fee, and allow negotiations within the Committee's current policy guidelines, subject to the conditions as specified in the request dated June 11, 2012	6/26/2012	Listing Agreement signed with realtor. The State of NH Adjutant General's Department has expressed interest in the property by transfer	\$3,401,100	
12-034	DOT, Bureau of Right-of-Way	RSA 4:39-c	authorization to sell a 0.5 +/- of an acre portion of the Limited Access Right-of-Way located on the easterly side of the Daniel Webster Highway/US Route 3 in the City of Nashua directly to the abutter, Chester and Shirley Coulombe, for \$21,100, which includes an \$1,100 Administrative Fee, subject to the conditions as specified in the request dated June 11, 2012	WITHDRAWN by DOT 6/26/2012	Withdrawn		

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LRCPU Number	Agency	Statutory Authority	Comments	Approved	Status	Listing Price	Final Sale Price
12-035	DOT, Bureau of Right-of-Way	RSA 4:39-c	authorization to enter into a listing agreement for a term of one (1) year with KW Commercial for the sale of a 3.5 +/- acre parcel of State owned land located on the easterly side of US Route 3, in the Town of Bedford for \$350,000, assess an Administrative Fee of \$1,100, and allow negotiations within the Committee's current policy guidelines, subject to the conditions as specified in the request dated June 11, 2012	6/26/2012	Listed with realtor	\$351,100	
12-036	DOT, Bureau of Right-of-Way	RSA 4:39-c	authorization to enter into a listing agreement for a term of one (1) year with Prudential Verani Realty for the sale of a 1.76 +/- acre parcel of State owned land located on the easterly side of US Route 3 in the Town of Bedford for \$325,000, assess an Administrative Fee of \$1,100, and allow negotiations within the Committee's current policy guidelines, subject to the conditions as specified in the request dated June 11, 2012	6/26/2012	First Right of Refusal letter sent to Town of Bedford, NHHFA	\$326,100	
12-037	DOT, Bureau of Right-of-Way	RSA 4:39-c	authorization to grant an access point through the Limited Access Right-of-Way of NH Route 111 for the connection of Frye Road and NH Route 111 in Danville for \$51,100, which includes an \$1,100 Administrative Fee, subject to the conditions as specified in this request dated June 12, 2012, amended cost of \$25,550, plus an additional \$1,100 Administrative Fee	6/26/2012	Submitted to G&C for approval	\$26,650	

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LRCPU Number	Agency	Statutory Authority	Comments	Approved	Status	Listing Price	Final Sale Price
12-038	Environmental Services	RSA 4:40	request conditional approval to plan a five year lease of property located on Stickney Avenue in Concord to enable private operation of the compressed natural gas fueling (CNG) facility located thereupon, as specified in the request dated June 14, 2012	6/26/2012	Informational		
12-039	DOT, Bureau of Right-of-Way	RSA 4:39-c	authorization for the removal of a deed restriction that was placed on a 2.1 +/- acre portion of parcel of land formerly owned by the Department and now owned by the Town of Hudson located near the southwesterly corner of Central Street (NH Route 111) and Kimball Hill Road in the Town of Hudson for \$77,100 which includes an \$1,100 Administrative Fee, subject to the conditions as specified in the request dated June 25, 2012, with payment of compensation for the removal of the deed restriction in the form of services of equivalent value that are required at the property as outlined in the Memorandum of Understanding executed by the Town and the Department. (LRCP 11-031, approved 08/23/11)	LATE ITEM Approved 6/26/2012	G&C approved Working towards closing	\$77,100 Payment not to be in cash payment but rather to be in the form of services as outlined in MOU submitted to Long Range	
12-040	DOT, Bureau of Right-of-Way	RSA 4:39-c	authorization to sell a 2,994 sq foot parcel of land located on the easterly side of NH Route 11 and NH Route 28 in the Town of Alton directly to JOBEAN, LLC for \$5,100 which includes an \$1,100 Administrative Fee, subject to the conditions as specified in the request dated June 25, 2012	9/18/2012	Working on G&C submission	\$5,100	

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LRCPU Number	Agency	Statutory Authority	Comments	Approved	Status	Listing Price	Final Sale Price
12-041	DOT, Bureau of Rail & Transit	RSA 4:40 and RSA 228:67	authorization to enter into a lease agreement with Colebrook Feeds and Garden Center, LLC for a 2,160 square foot parcel of land on the State-owned North Strafford-Beecher Falls Branch railroad corridor in Colebrook at \$425.00 per year for a total of \$2,125 for five years, with a five year renewal provision, and a one-time Administrative Fee of \$1,100, as specified in the request dated July 11, 2012	9/18/2012	Lease documents sent to Tenant		
12-042	Employment Security	RSA 4:40	authorization to sell the NHES properties for current market value, located at: 32-24 South Main St, Concord; 10 West St, Concord; 298 Hanover St, Manchester; and 300 Hanover St, Manchester, assess an administrative fees of \$1,110 per property, and allow negotiations within the Committee's current policy guidelines, as specified in the request dated September 18, 2012	9/18/2012	See LRCP 12-059		
12-043	CORD		3 Surplus Land Reviews; Concord 12-012, Concord 12-013, and Concord 12-014	9/18/2012	Informational		
12-044	Orr & Reno		Granite State Gas Transmission Company, Inc. - Notice of PUC Order Nisi Re: Petition for Authority to Construct and Maintain Segment of Interstate Gas Pipeline Under and Across Public Waters and Lands - docket # DG 12-088	9/18/2012	Informational		

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LRCPU Number	Agency	Statutory Authority	Comments	Approved	Status	Listing Price	Final Sale Price
12-045	DOT, Bureau of Right-of-Way	RSA 4:39-c	authorization to amend the listing price from \$250,000 to \$150,000, and assess an Administrative Fee of \$1,100, allowing negotiations within the Committee's current policy guidelines, utilizing Coldwell Banker to sell a 4.4 acre parcel of State owned land located on the corner of Radburn Street, Smyth Road, and Mammoth Road (with the parcel also being located on the easterly side of Interstate 93) in the City of Manchester, subject to the conditions as specified in the Department's request dated August 17, 2012 (LRCP 11-032 approved November 3, 2011)	9/18/2012	Listed with realtor	\$151,100	
12-046	DOT, Bureau of Right-of-Way	RSA 4:39-c	authorization to enter into a listing agreement for a term of one (1) year with Better Homes and Garden Real Estate-The Masiello Group for the sale of a 8.17 - acre parcel of State owned land improved with a single family house located at 30 Fitzwilliam Road in the Town of Troy for \$80,000, assess and Administrative Fee of \$1,100, and allow negotiations within the Committee's current policy guidelines, subject to the conditions as specified in the request dated August 23, 2012 [LRCP 10-129, approved 04/13/10, with subsequent approval action taken on 03/22/11 (LRCP 11-010) and on 11/3/11 (LRCP 11-037)]	9/18/2012	Signed purchase and sales agreement. Working on G&C submission	\$81,100	

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LRCPU Number	Agency	Statutory Authority	Comments	Approved	Status	Listing Price	Final Sale Price
12-047	DOT, Bureau of Right-of-Way	RSA 4:39-c	authorization to amend the listing price from \$132,000 to \$109,000, and assess an Administrative Fee of \$1,100, allowing negotiations within the Committee's current policy guidelines, and further authorization to extend the listing agreement with Shea Commercial Properties, Inc. for a term of 6 months, to sell a 0.58 acre parcel of State owned land located at the southeasterly corner of NH Route 28 and Harris Road in the Town of Windham, subject to the conditions as specified in the Department's request dated August 28, 2012 [LRCP 10-059 originally amended and approved November 15, 2010, with subsequent approval taken on 01/31/12 (LRCP 12-001)]	9/18/2012	Working on G&C schedule	\$110,100	
12-048	DOT, Bureau of Right-of-Way	RSA 4:39-c	authorization to sell an access point through the Controlled Access Right-of-Way (CAROW) of US Route 302 in the Town of Carroll directly to Steven Messina for \$15,100 which includes an \$1,100 Administrative Fee, subject to the conditions as specified in the Department's request dated August 29, 2012	9/18/2012		\$15,100	

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LRCPUC Number	Agency	Statutory Authority	Comments	Approved	Status	Listing Price	Final Sale Price
12-049	DOT, Bureau of Right-of-Way	RSA 4:39-c	authorization to sell a 0.7 of an acre parcel of State owned land with improvements located on the southerly side of Short Falls Road in the Town of Epsom by amending Item LRCP 12-013 (approved 04/03/12) to increase the minimum bid requirement from \$13,100 to \$20,200, which includes an \$1,100 Administrative Fee, by a sealed bid process to the general public, and to remove historical covenants contained in the previous request, subject to the conditions as specified in the Department's request dated August 29, 2012 (LRCP 12-013, approved 04/03/12)	9/18/2012		\$20,200	
12-050	DOT, Bureau of Right-of-Way		Status Report on LRCPUC Item #12-033 Sale of State Owned Property at 55 Range Road in Windham	9/18/2012	Informational		
12-051	CORD		3 Surplus Land Reviews; Hill 12-007, Laconia 12-010, and Concord 12-011	11/27/2012	Informational		
12-052	CORD	RSA 162-C:4	Memo of availability of CORD Meeting Minutes of July 12, 2012 on line	11/27/2012	Informational		

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LRCPUC Number	Agency	Statutory Authority	Comments	Approved	Status	Listing Price	Final Sale Price
12-053	Administrative Services	RSA 4:40	authorization to retroactively enter into a three (3) month Amendment to the Use of Premises Agreement with the City of Concord, 41 Green Street, Concord, NH, authorizing the rental of State owned property located in the 6th Circuit District Division-Concord Courthouse (formerly Concord District Court), 32 Clinton Street, Concord from September 1, 2012 to November 30, 2012, for \$1,204.95 for 351 square feet of office space in the courthouse, as specified in the request dated September 5, 2012 (LRCP 09-027, approved May 19, 2009)	11/27/2012	Pending G&C Approval 12/19/2012		
12-054	DOT, Bureau of Rail & Transit	RSA 4:40 and RSA 228:57	authorization to enter into a lease agreement with Channel Marine for a 3,600 square foot parcel of land located on the State-owned Concord to Lincoln railroad corridor in Laconia for \$875 per year for a total of \$4,375 for five years, with a five-year renewal provision, and a one-time \$1,100 Administrative fee, as specified in the request dated September 20, 2012	11/27/2012	Bureau preparing lease documents		

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LRCPUC Number	Agency	Statutory Authority	Comments	Approved	Status	Listing Price	Final Sale Price
12-055	Administrative Services	RSA 17-M:2(b)	authorization to enter into a thirty-five (35) year inter-agency lease for the sum of one dollar (\$1.00) to the Department of Employment Security, 32 South Main St, Concord (the "Lessee") for the approximate 77,000 square foot "Tobey Building" and certain areas of the surrounding grounds located on the NH Hospital Campus at 48 South Fruit Street, Concord, the 35 year occupancy term shall commence upon completion of renovations and receipt of "certificate of occupancy" which is targeted as 09/30/13, subject to the conditions as specified in the request dated October 16, 2012	11/27/2012			
12-056	DRED, Div of Parks and Recreation, Bureau of Trails	RSA 4:40 and RSA 227-H:3	authorization to exchange an access easement over state land for a recreation easement over Jericho Power LLC land, at no cost to the State, subject to the conditions as specified in the request dated October 26, 2012	11/27/2012			
12-057	DRED, Div of Forests and Lands	RSA 4:40	authorization to sell the camp building at William Thomas State Forest, in the Town of Hill, by competitive bid, and further authorization to waive the \$1,100 administrative fee, subject to the conditions as specified in the request dated October 29, 2012	11/27/2012	Pending bidding process		
12-058	CORD		3 Surplus Land Reviews; Canaan 12-015, Chesterfield 12-016, and Ossipee 12-017	11/27/2012	Informational		

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LRCPU Number	Agency	Statutory Authority	Comments	Approved	Status	Listing Price	Final Sale Price
12-059	Employment Security	RSA 4:40	authorization to amend LRCP 12-042, approved September 18, 2012, to allow NHES to sell without the services of a real estate broker the following properties located at: 32-24 South Main St, Concord; 10 West St, Concord; 298 Hanover St, Manchester; and 300 Hanover St, Manchester, for the current market value, assess an administrative fees of \$1,110 per property, and allow negotiations within the Committee's current policy guidelines, as specified in the request dated November 14, 2012	11/27/2012		\$5,650,000	
12-060	Administrative Services	RSA 4:40	authorization to enter into a three (3) year Use of Premises Agreement with Rockingham County for 18,053 square feet of state owned office space located in the lower level of the Rockingham County Superior Courthouse, #10 Route 125, Brentwood, NH, for the term of January 1, 2013 to December 31, 2015 for a total lease amount of \$532,920, at the schedule of annual rent as specified in the request dated October 29, 2012	11/27/2012	Pending G&C Approval 12/19/2012		

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LRCPU Number	Agency	Statutory Authority	Comments	Approved	Status	Listing Price	Final Sale Price
12-061	DHHS	RSA 4:39-b	authorization for approval of a ten-year lease agreement with Levere-Horne Ossipee, LLC, 11 Court Street, Exeter, NH for approximately 10,732 square feet of office space located at 9 Route 28 in Ossipee, NH, effective as of December 19, 2012 with an end date of August 31, 2023, with occupancy of the premises and commencement of rental payment to begin September 1, 2013, for a total lease cost of \$2,573,748.24, for the schedule of annual rent as specified in the request dated October 22, 2012	Tabled 11/27/2012	Tabled		
12-062	Fish & Game	RSA 4:40	authorization of the sale of a 0.58 acre parcel of land located on Conner Pond in the Town of Ossipee for \$11,500 to James Rines, an abutter, and assess an \$1,100 Administrative Fee, as specified in the request dated November 12, 2012	Tabled 11/27/2012	Tabled	\$12,600	
12-063	DOT, Bureau of Right-of-Way	RSA 4:39-c	authorization to sell a -.26 +/- acre portion of the Controlled Access Right-of-Way located on the southwesterly side of NH Route 103 in the Town of Bradford directly to Bradford Management, LLC for \$44,100, which includes an \$1,100 Administrative Fee, subject to the conditions as specified in the request dated November 14, 2012	11/27/2012		\$44,100	

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LRCPU Number	Agency	Statutory Authority	Comments	Approved	Status	Listing Price	Final Sale Price
12-064	DOT, Bureau of Right-of-Way	RSA 4:39-c	authorization to sell a 5 +/- acre parcel of State owned land with improvement in the Town of Exeter to Edward J. Conner, or assigns, by amending Item LRCP 12-016 (approved June 26, 2012) to decrease the sales price from \$121,100, which included an \$1,100 Administrative Fee, to \$11,100, which includes an \$1,100 Administrative Fee, subject to the conditions as specified in the request dated November 13, 2012	11/27/2012 Amended to include a reversion clause (to be revived by the AG's Office) that the property will revert back to the State if renovations are not completed within 10 years		\$12,200	
12-065	NH Liquor Commission	RSA 4:40	authorization to grant a 20 x 464 foot utility easement to Public Service of NH (PSNH) and Northern New England Telephone Operations, LLC d/b/a FairPoint Communications-NNE to construct a 464 foot, three-phase line extension from Route 9, W. Chesterfield to their new retail store's transformer, and further authorization to waive the Administrative Fee, as specified in the request dated November 9, 2012	11/27/2012	Pending G&C Approval		
					TOTAL - LISTINGS	\$12,180,650	
					TOTAL - SOLD		\$273,400